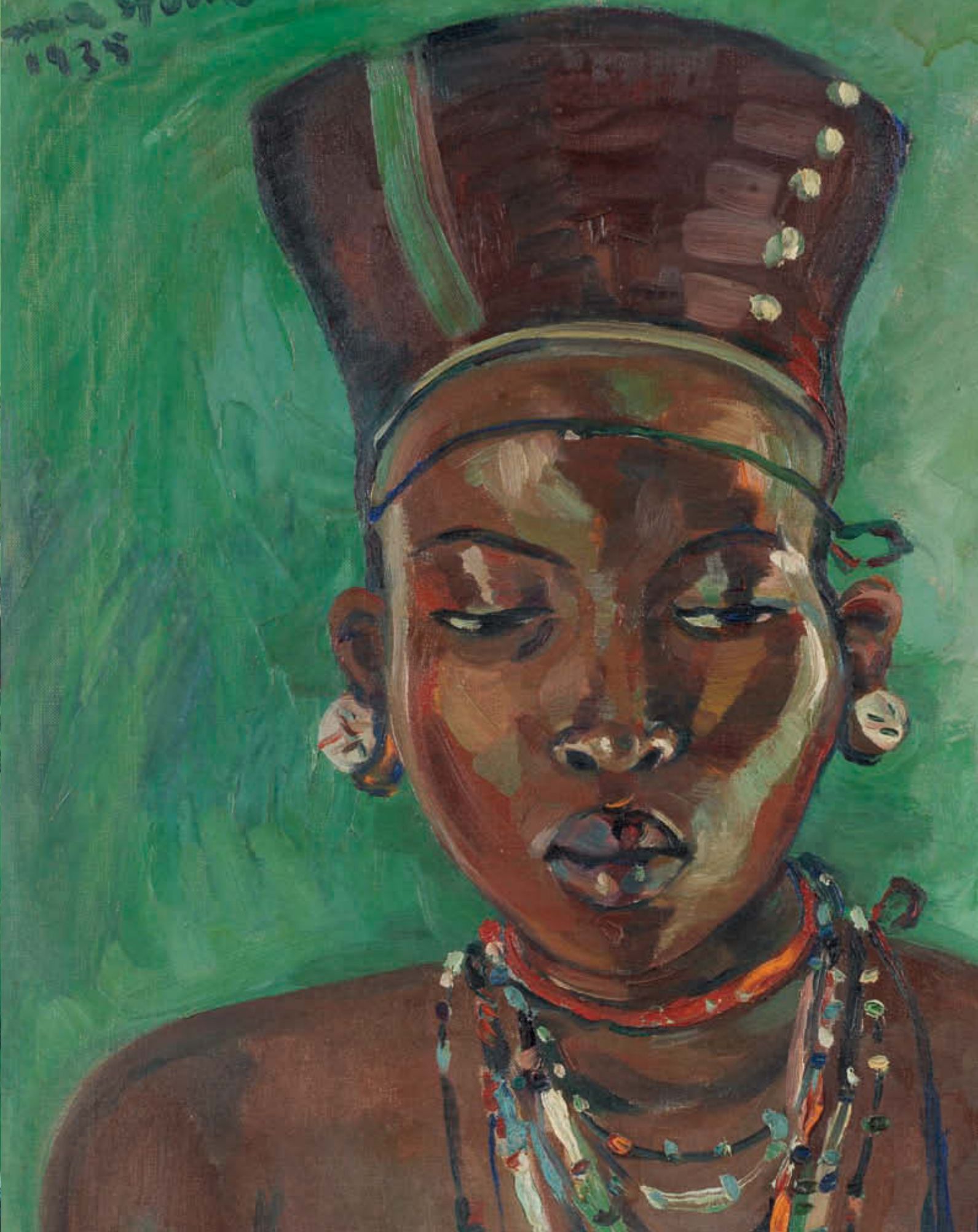
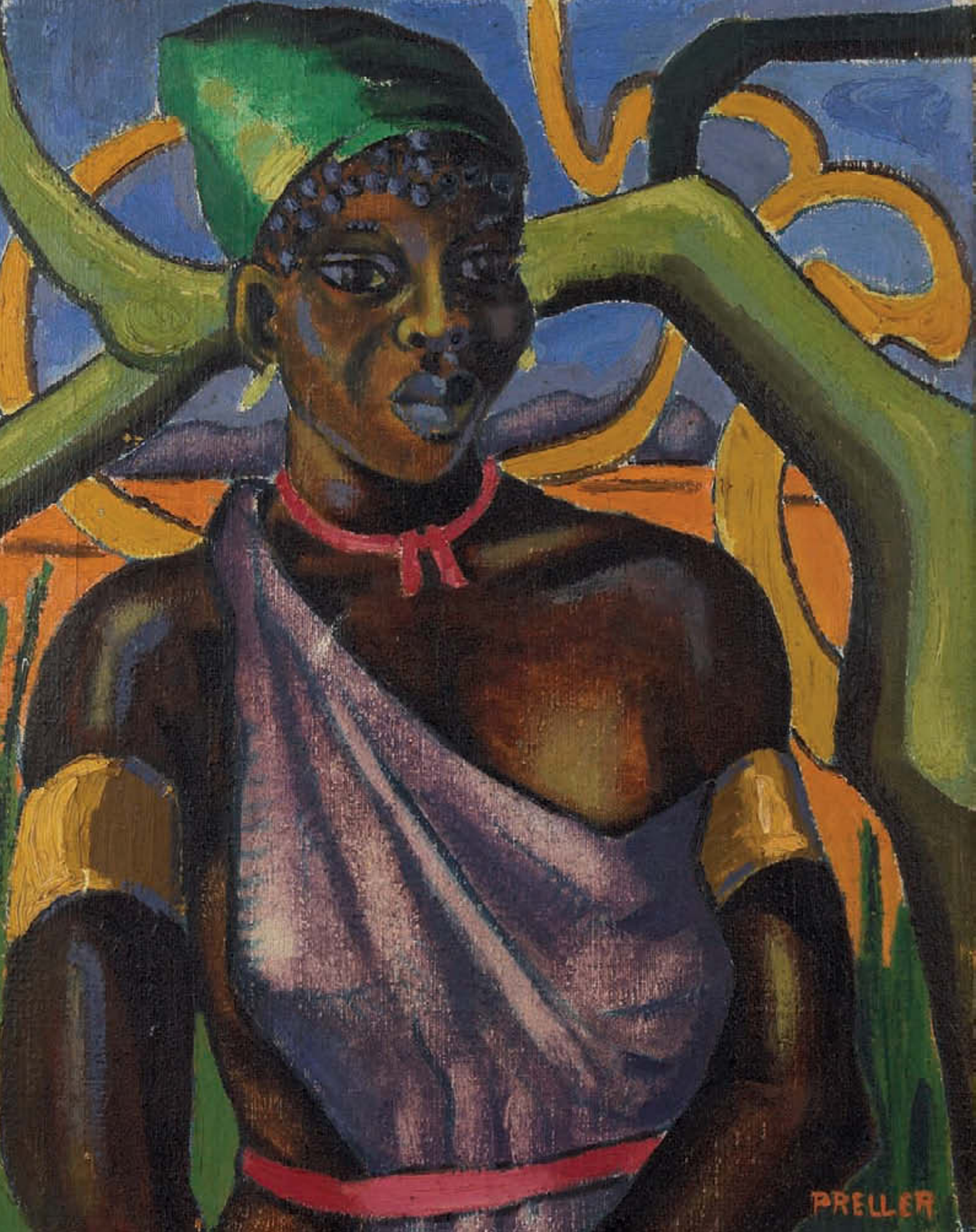
Bonhams 1793

The South African Sale

Wednesday 21 March 2012 at 2pm
New Bond Street, London




PRELLER

The South African Sale
Wednesday 21 March 2012 at 2pm
New Bond Street, London

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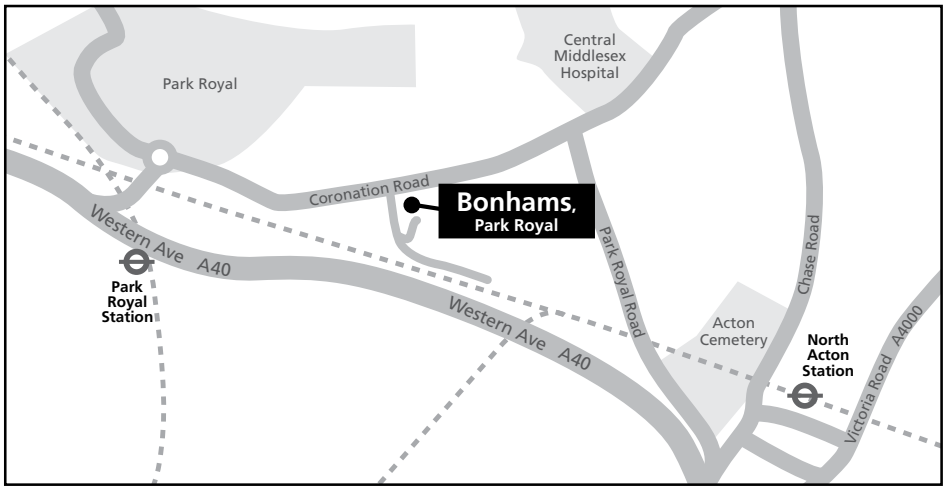

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For further VAT information please contact:
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1

1
Anton van Wouw (South African, 1862-1945)
'Kruger in ballingschap'
signed, inscribed and dated 'A van Wouw / S.A. Joh burg 1907' (to back of chair); inscribed with title and 'G. Nisini fuse / Roma' (to base)
bronze
25 x 33.5 x 30.5cm (9 13/16 x 13 3/16 x 9 13/16in).
£15,000 - 20,000
ZAR180,000 - 240,000

LITERATURE:
A.E. Duffey, *Anton van Wouw: The Smaller Works*, (Pretoria, 2008), Nisini casting illustrated p.51

"This sculpture shows a dejected President Kruger as an old man seated in a large easy chair with a blanket over his knees and a great State Bible on his lap. The old president holds the top of the Book with his right hand and rests his left arm on the armrest of the chair. His eyes are not on the Bible, but stare into the uncertain, unfathomable future." (Ibid.)

2
Anton van Wouw (South African, 1862-1945)
'The Skapu Player'
inscribed, signed and dated 'Joh.burg / A van Wouw / 1907. Sculps' (to base)
bronze
31.5cm (12 3/8in) high.
£30,000 - 50,000
ZAR360,000 - 600,000

LITERATURE:
A.E. Duffey, *Anton van Wouw: The Smaller Works*, (Pretoria, 2008), another edition illustrated pp. 59-60

The Skapu Player was first exhibited in van Wouw's Johannesburg exhibition in 1908. The work "shows a young African man sitting cross-legged on a rock, playing his 'sekgapa' with a fiddlestick, while he absent-mindedly listens to his monotonous tune. His upper body is naked; he is only wearing wide trousers and is barefoot. The contrast between the sheen of the skin of the nude upper part of the body and the coarse texture of the flap trousers is heightened by the ingenious use of light and dark brown patinas."

The present lot demonstrates very fine modelling, particularly evident in the fiddlestick in the figure's right hand, the way the long bow of the skapu is finely fixed to the calabash, and the detailing in the knot securing the trousers, all typical of the Roman castings of *The Skapu Player*.

BIBLIOGRAPHY:
A. E. Duffey, *Anton van Wouw: The Smaller Works*, (Pretoria, 2008), pp. 59-60

2

3

3
Frans David Oerder (Dutch, 1867-1944)
Portrait of a child in a doorway
signed 'F.D. Oerder' (lower right)
oil on canvas
50 x 20.5cm (19 11/16 x 8 1/16in).
£4,000 - 6,000
ZAR48,000 - 72,000

4*
Pieter Hugo Naudé (South African, 1869-1941)
Coastal scene near Hermanus
signed 'Naude' (lower right)
oil on board
25.5 x 35.5cm (10 1/16 x 14in).
£20,000 - 30,000
ZAR240,000 - 360,000

PROVENANCE:
With Mrs Wynand Louw, wife of Mr Wynand Louw, architect in Paarl
Thence by descent to the present owner

4

5

5
Pieter Hugo Naudé (South African, 1869-1941)
Sand hills near Darling
signed 'Naudé' (lower right), bears a title and inscription (verso)
oil on panel
25 x 35cm (9 13/16 x 13 3/4in).
£7,000 - 10,000
ZAR84,000 - 120,000

6*
Jacob Hendrik Pierneef (South African, 1886-1957)
Mountain landscape
signed and dated 'Pierneef 21' (lower left)
oil on board
40.5 x 55.5cm (15 15/16 x 21 7/8in).
£28,000 - 35,000
ZAR340,000 - 420,000

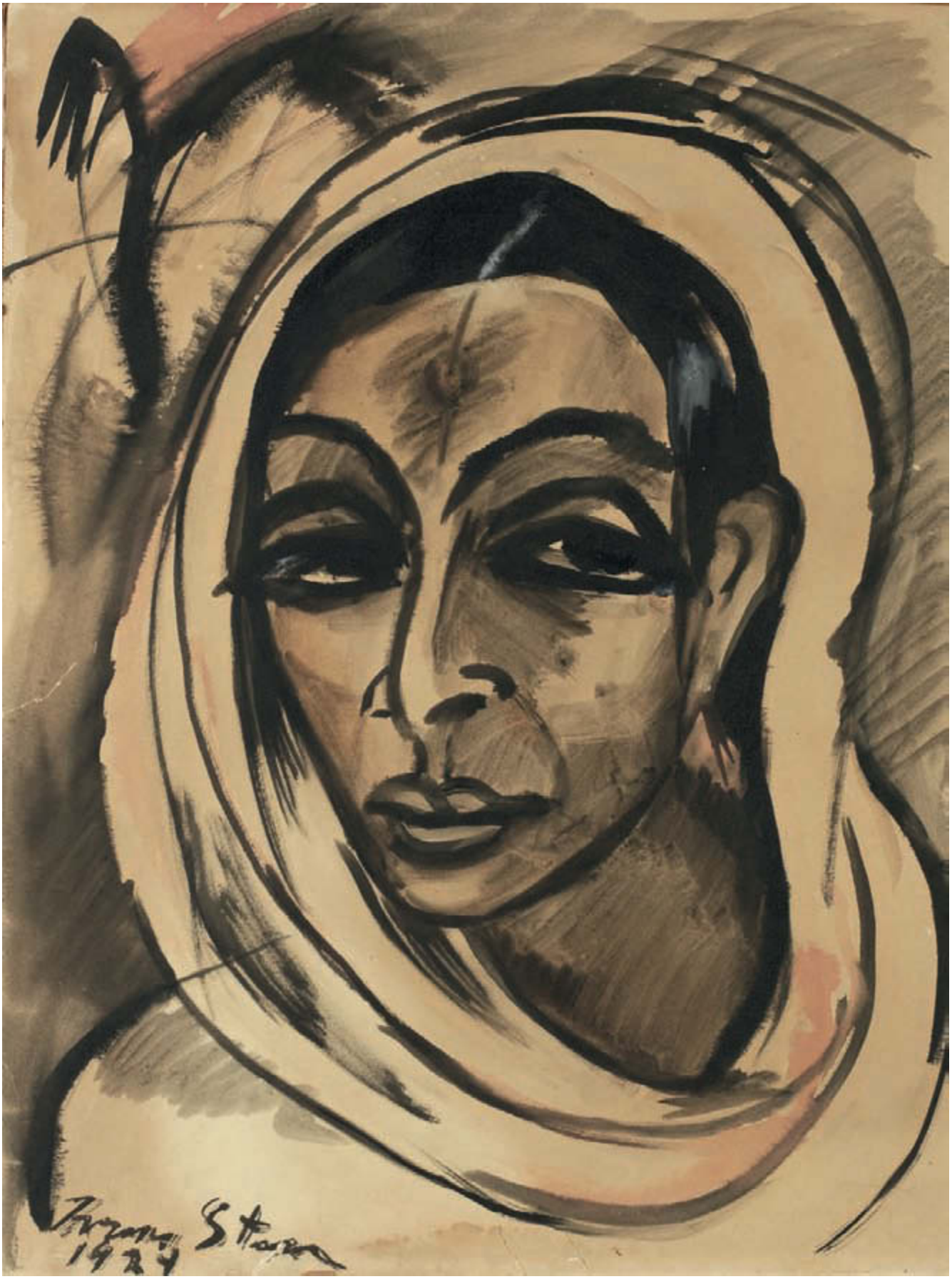
9

7

7*
Jacob Hendrik Pierneef (South African, 1886-1957)
Trees on the veld
signed 'J.H Pierneef' (lower left)
oil on board
14 x 24cm (5 1/2 x 9 7/16in).
£8,000 - 12,000
ZAR96,000 - 140,000

8
Irma Stern (South African, 1894-1966)
Study of an Indian lady
signed and dated 'Irma Stern / 1924' (lower left)
watercolour heightened with white
48.5 x 37cm (19 1/8 x 14 9/16in).
unframed
£7,000 - 10,000
ZAR84,000 - 120,000

PROVENANCE:
Acquired from the artist in Germany in the 1920s
Thence by direct descent to the current owner



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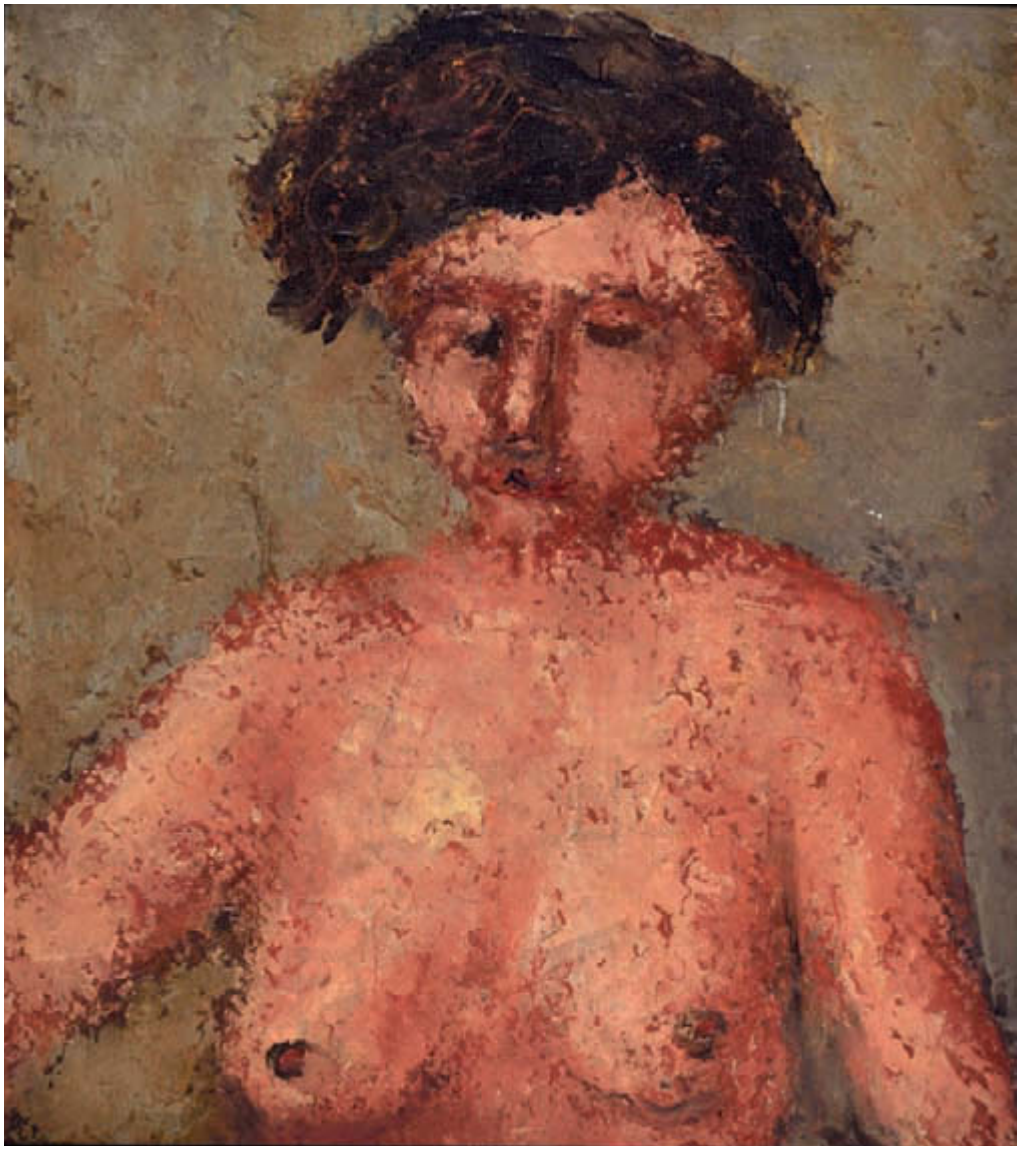
9*
Wolf Kibel (Polish, 1903-1938)
Landscape with trees
oil on canvas laid to board
29.2 x 29.2cm (11 1/2 x 11 1/2in).
£10,000 - 15,000
ZAR120,000 - 180,000



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10*
Wolf Kibel (Polish, 1903-1938)
Nude study
bears inscription 'W. Kibel, signed by Mrs F. Kibel' (verso)
oil on board
23 x 20cm (9 1/16 x 7 7/8in).
£7,000 - 10,000
ZAR84,000 - 120,000

PROVENANCE:
Purchased from the artist's widow, Mrs Frieda Kibel in the early 1960s

11*

Irma Stern

(South African, 1894-1966)

'Zulu girl'

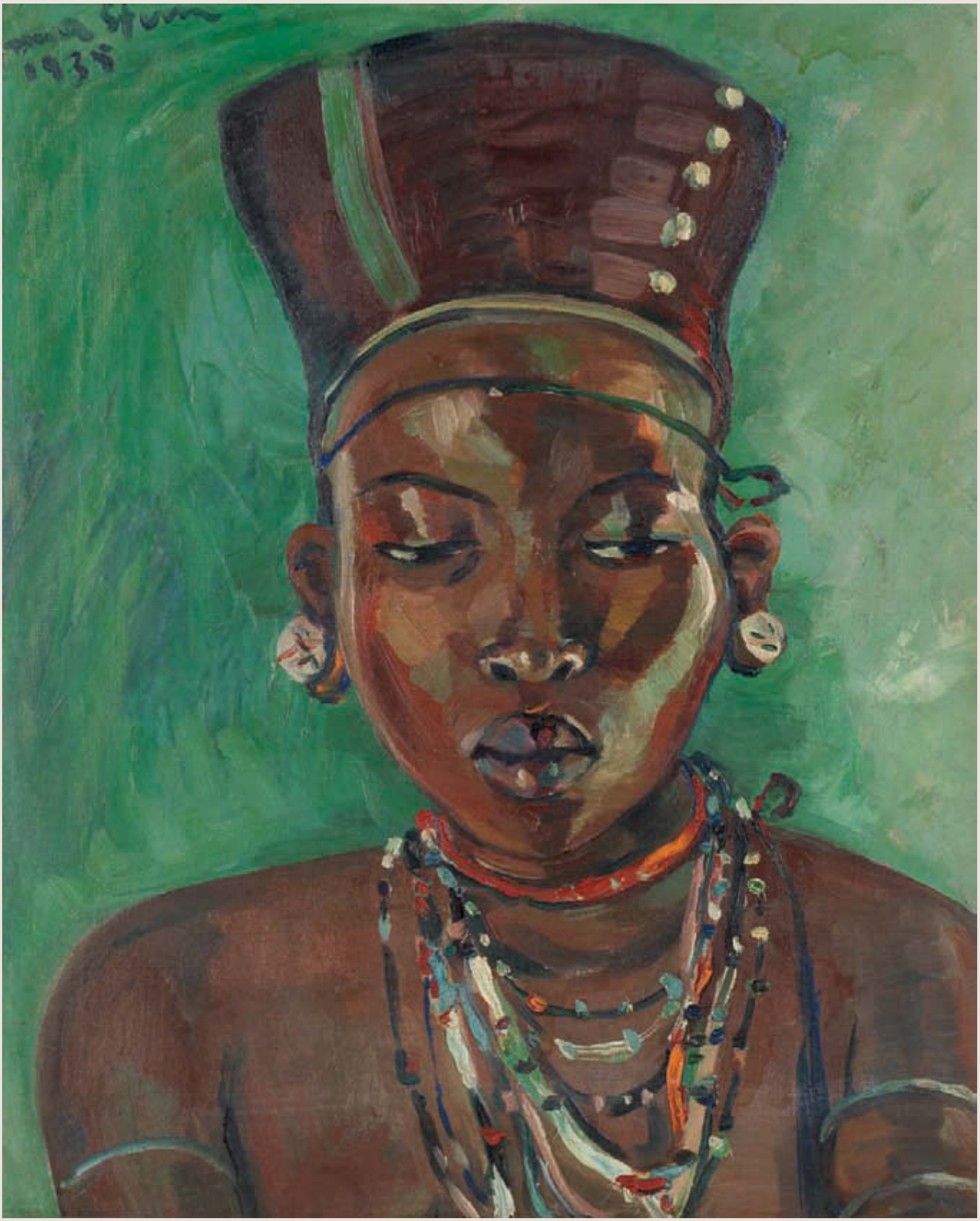
–

Irma Stern (South African, 1894-1966)
'Zulu girl'
signed and dated 'Irma Stern 1935' (upper left)
oil on canvas
58 x 48cm (22 13/16 x 18 7/8in).
£400,000 - 600,000
ZAR4,800,000 - 7,200,000

–

PROVENANCE:
Acquired in Johannesburg between 1946-1950 by the current owner's father

LITERATURE:
Joseph Sachs, *Irma Stern and the Spirit of Africa*, (Pretoria, 1942), illustrated



11

11*

Irma Stern

'Zulu girl'

The 1930s were a decade in which Irma Stern found much inspiration in 'nearby' Africa, drawing on the rich and varied cultural heritage of South Africa. During her Expressionist training, Stern had been influenced by the concept of the importance of nature and the native as artistic tools. In the 1920s she used nature in an overt way in her portraits, setting her subjects in lush landscapes. The hunt (1926), in the collection if the Irma Stern Museum, typifies Stern's use of verdant jungle as a setting for her native subjects. By the end of the 1920s she had simplified the landscape setting somewhat. However, by the late 1930s, Stern would move away from this overt representation of nature, and for a time in the 1930s of which Zulu girl is an example, moved into a period of personifying nature within the portrait subject itself.

In 1935 Stern executed a varied series of stripped-down charcoal portraits of South African women with native dress and adornments. "Stern celebrated their beauty through sensuous depictions of curved lines, expressive marks and enhanced lips. In fact, she utilised a similar voluptuous format for the mouth and nose of most of her female models. The charcoal drawings reveal her exploration of the perceptible differences in appearance and dress that she noticed in Africa. None of these models engage directly with the viewer and most remain impassive under the artist's study."

> *She has written ecstatic poems of them in paint, watercolours and charcoal.*

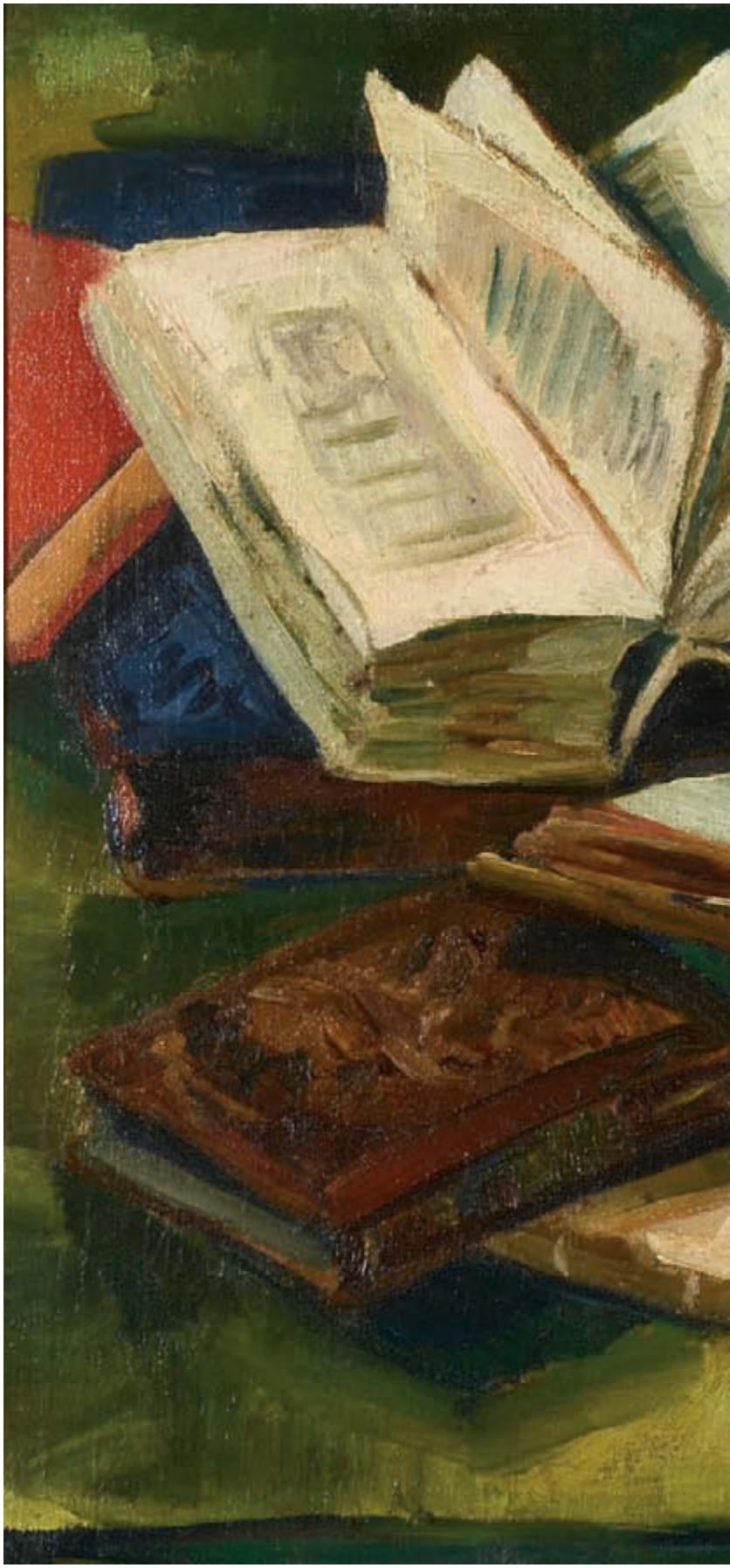
Up to this point in her career, Stern had enjoyed a positive response to her art from critics in Europe but not in South Africa. The year 1935 would be a pivotal turning point in the critical reaction to her work in South Africa, spearheaded by her friend Richard Feldman. "She goes to Zululand, to Swaziland, to Pondoland, to see the natives in their natural surroundings living their own lives… She has written ecstatic poems of them in paint, watercolours and charcoal."

"In many ways, this could be considered a decade of artistic experimentation. Stern did move away from the masculine and angst-filled world of German Expressionism, and became more feminine in her portrayal of visions that stimulated her as an artist."

A similar work in charcoal, *Zulu Woman*, 1935, is likely a preparatory sketch for the present lot and is illustrated in *Irma Stern: Expressions of a journey* (Johannesburg, 2003, p.92) and in M. Arnold *Irma Stern: A feast for the eye* (Stellenbosch, 1995, p.100).

12*
Irma Stern (South African, 1894-1966)
Still life of books
signed and dated 'Irma Stern 1930' (upper right)
oil on canvas
44.5 x 58.5cm (17 1/2 x 23 1/16in).
£80,000 - 120,000
ZAR960,000 - 1,400,000

PROVENANCE:
Purchased directly from the artist circa 1935
Thence by direct descent to the current owner



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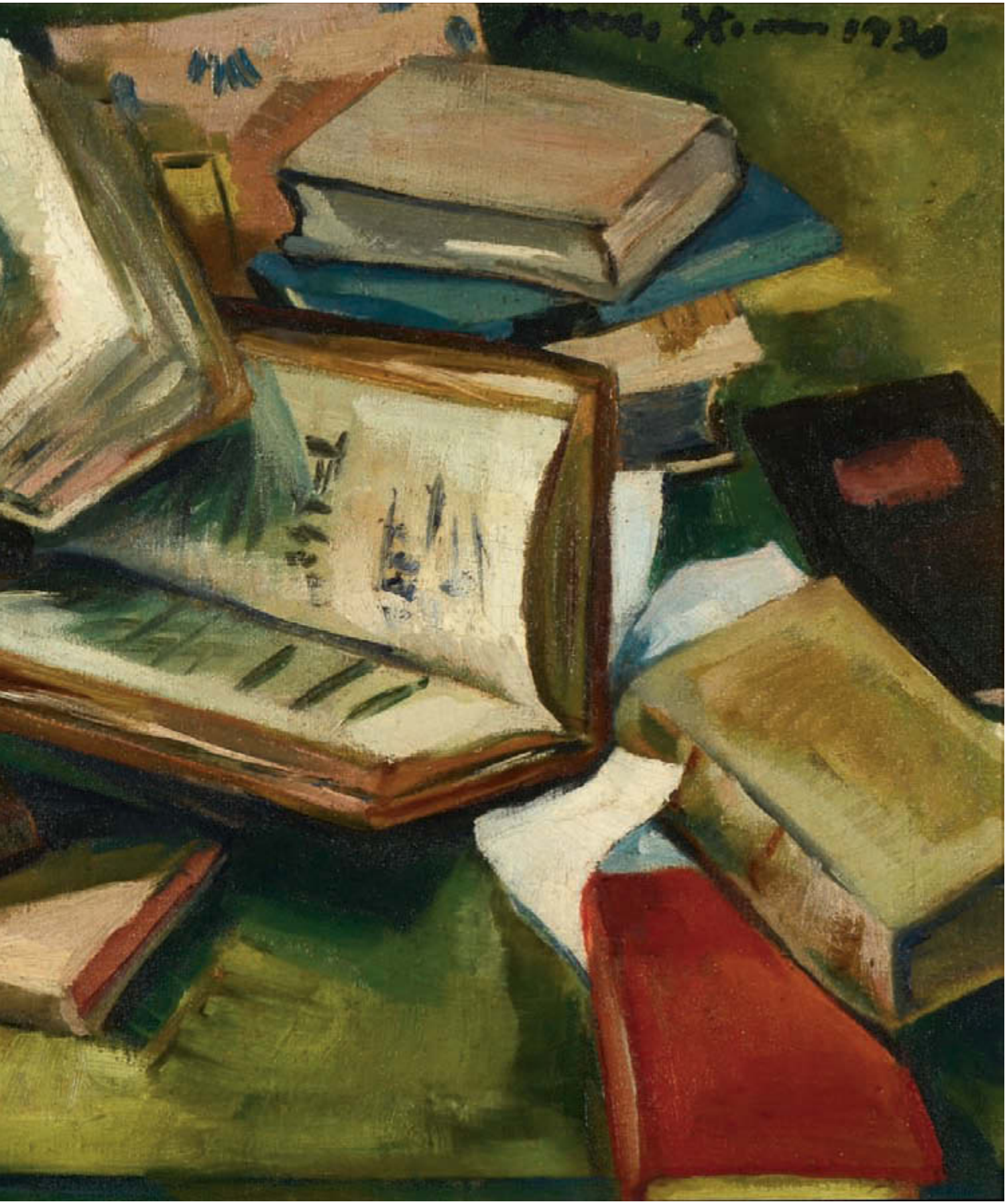


13*

Alexis Preller

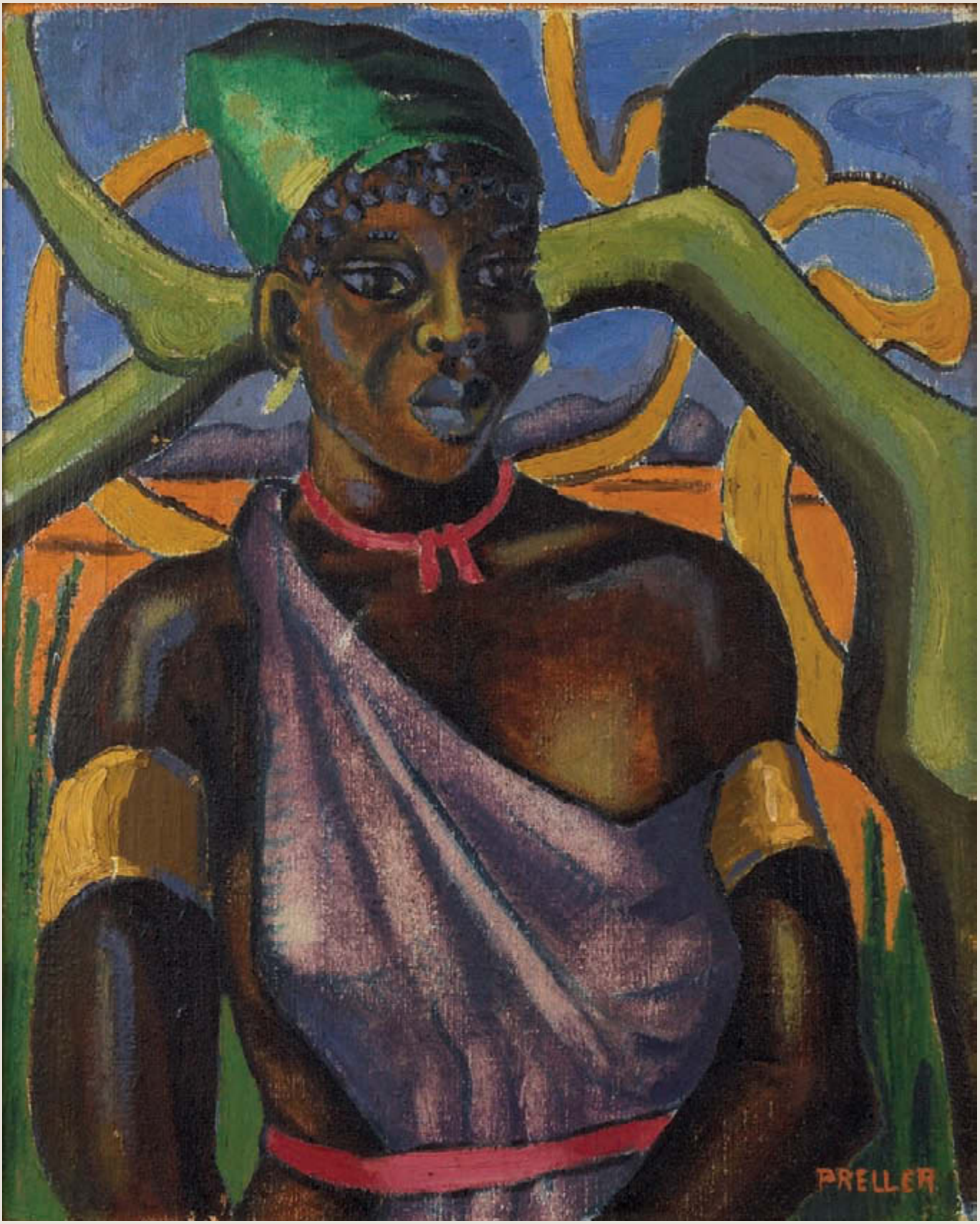
(South African, 1911-1975)

Native study

–

Alexis Preller (South African, 1911-1975)
Native study
signed 'Preller' (lower right)
oil on canvas
51 x 41.1cm (20 1/16 x 16 3/16in).
£100,000 - 150,000
ZAR1,200,000 - 1,800,000

–



13

“Astounding in its revolutionary character.”

13*
Alexis Preller
Native study

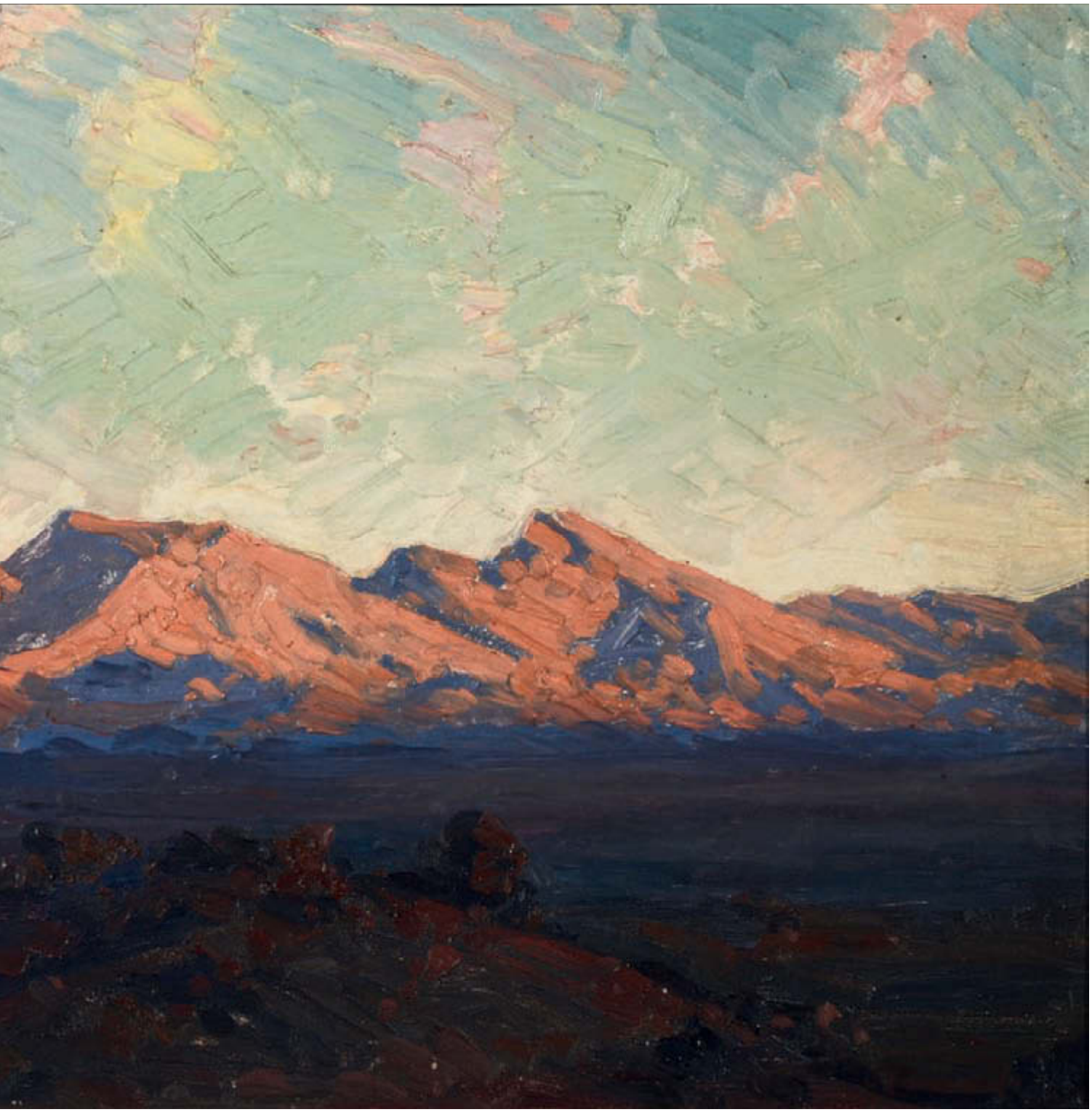
Stylistically consistent with Alexis Preller's works from the mid 1930s, *Native study* dates from the early stages of the artist's career. At the time, art in South Africa, as in much of the world, was undergoing a radical change due to the influences of modernism. The South African art world was very much divided well into the 1930s between those favouring the traditional, and those embracing the radical changes. The 1936 Empire exhibition in Johannesburg was particularly momentous for the advent of modernism on the South African art scene. "The South African section was the most important display of the country's urban art yet assembled – important because it was selected from submitted works by a knowledgeable jury, which was disposed, for the first time, to accord attention to the so-called 'modern' styles." A work entitled *Native study (Mapogges)* by Preller was amongst the 117 selections. The year 1936 was also the year in which Preller began exhibiting solo shows of his work in South Africa.

Preller admired, and was influenced by, his fellow South African modernists, in particular Irma Stern and Maggie Laubser. One can see the influence of each in the present work – the native subject so familiar to Stern, and the bold, flat areas of colour of Laubser. "The artist's first love is colour. Contrasting sometimes pleasantly, sometimes harshly, sometimes startlingly, it is always lavish, flamboyant. On this occasion his colour choice and treatment is not only unorthodox, it is at times almost astounding in its revolutionary character." *Native study* exhibits a colour palette deeper and broader than that which Preller used in his later years. It is very much influenced by the pure, flat colour used by Laubser. Preller understood the influence of Africa on European modernism, and sought to embrace African influence and African identity throughout his career.

Bibliography
E. Berman & K. Nel, *Alexis Preller, a Visual Biography: Africa, the Sun and Shadows,* (Johannesburg, 2009), pp 28, 47

14*
Jacob Hendrik Pierneef (South African, 1886-1957)
Okahandja berg
oil on board
29 x 45cm (11 7/16 x 17 11/16in).
£28,000 - 35,000
ZAR340,000 - 420,000

14



15

16

15*
Francois Krige (South African, 1913-1994)
Xhosa girl
signed and dated 'Krige 1933' (upper left)
oil on board
46 x 30.5cm (18 1/8 x 12in).
£7,500 - 10,000
ZAR90,000 - 120,000

PROVENANCE:
The estate of the artist

16*
Ruth Everard Haden (South African, 1904-1992)
Nude seated on a green cushion
signed 'Ruth Everard' (lower right)
oil on canvas
80 x 64cm (31 1/2 x 25 3/16in).
£7,500 - 10,000
ZAR90,000 - 120,000

PROVENANCE:
Acquired by Mr Nico Prinsloo directly from the artist
Thence by direct descent to the current owner

17
Graham Bell (South African, 1910-1943)
'The Green Coat'
oil on canvas
61 x 40.5cm (24 x 15 15/16in).
£15,000 - 20,000
ZAR180,000 - 240,000

PROVENANCE:
Gifted by the artist to his friend Mr Stanley Fleiszer in South Africa
A private collection

The above work was painted circa 1930, while the artist was in South Africa prior to his departure for England.

Graham Bell was born in the Transvaal where his younger brother Geoffrey Graham Bell was also a painter. He studied at the Durban Art School and held his first one-man exhibition at the City Hall there in 1931.

He moved to England in 1931 to study under Duncan Grant and so became one of the founders of the 'Euston Road School'. On the outbreak of war he enlisted in the South African Air Force and was tragically killed while on a training flight, aged only thirty two.

17

18
Irma Stern
(South African, 1894-1966)
'The pink sari'

–

Irma Stern (South African, 1894-1966)
The pink sari
signed and dated 'Irma Stern 1947' (upper left)
oil on canvas
67 x 49cm (26 3/8 x 19 5/16in).
within original Zanzibar frame
£800,000 - 1,200,000
ZAR9,600,000 - 14,000,000

—

PROVENANCE:
The collection of the artist
Acquired directly from the artist circa 1961
Thence by direct descent to the current owner

18

18

Irma Stern

'The pink sari'

Irma Stern's trips to Zanzibar in 1939 and 1945 were life-changing events that would continue to exert influence on her artistic output for years to come. The island's people and colours had etched themselves in her mind and gave her a profound sense of satisfaction in having found precisely what she had been searching out across Africa for several decades previously. To her friends she described the trip as a revelation, the island as a bustling idyll teeming with colour. *The pink sari* is a stunning example of the beauty Stern encountered on the island. In the women of the Zanzibar in particular, she had found her greatest inspiration.

Before the Second World War and her trips to Zanzibar and the Congo, Stern had spent time in Paris and other parts of Europe. Her dealer tried to convince her to hold an exhibition there, but the forebodings of war excluded the possibility. "Shall have one a bit later - when I can breathe again and need the feeling of a European connection." It would be a decade before that connection was to return. By 1947, the year in which *The pink sari* was painted, war was over in Europe and Stern was preparing to exhibit there again, in Paris, London, Rotterdam and Brussels in 1947 alone. It is likely that *The pink sari* was painted for exhibition at one of these European exhibitions.

While Stern had originally made a name for herself on the continent via her use of exotic, native subjects, in the post-war years she would seek to reposition herself slightly, as a Modernist rather than an executor of anthropology. "Stern was a modernist because she accepted the idea that a painting was an object in its own right, constituted of a visual language unique to it. Her images reveal a concern for colour and mark, the density of oil, fluidity of gouache, and tonality of charcoal." Stern's technical abilities reached their zenith in the 1940s. Her Expressionist studies under Pechstein had matured into a mastery of the brush wherein every brushstroke is a demonstration of utterly perfect manipulation of colour and texture.

In the same year as *The pink sari*, one sees Stern experimenting with the genre of the nude female, reweaving the traditional subject into something more cutting-edge. Stern did not paint very many nudes over her career, but two of her most notable (*Crouching Nude* and *Nude*, both illustrated in Marion Arnold's monograph on the artist) date from 1947 and indicate that Stern was experimenting with moving her art into a more modern post-War world.

> *Stern was a modernist because she accepted the idea that a painting was an object in its own right,*

"A portrait is never merely the objective record of another; it is a response to the human tendency to consider oneself in relation to others." *The pink sari* is a telling example of Stern's concerted transition into modernity, not only within her art, but also within herself – the subject is culturally demonstrative and traditional, but Stern has also imbued her with an undeniable modernity and a sexuality rarely seen in her pre-War works. Mona Berman comments that in the late 1940s, "A new confidence and self-assurance emerged, partly because of the acknowledgement she was receiving from the critics abroad, but also because she seemed to have gained additional insight into herself. She had come to terms with who she was and what she needed for her talent to grow and flourish." Stern allows the scarf to slip off her subject's head, blending it into a background and enhancer of feminine beauty rather than a protector of female modesty, and offering the suggestion that it might slip away at any moment. Her previous portraits of Zanzibari women often hinted at confinement, with clothing and headscarves acting as protective layers. Here, the woman's hair is swept up and her head tilted slightly away, gently offering her elegant neck to the viewer. Instead of traditional gold jewellery, her ear is adorned with a lush, living flower, and her lips are full and red. As a subject, she escapes the staid timelessness of many of Stern's African subjects, instead stepping into the post-War world, as Stern herself was simultaneously doing.

The original Zanzibar woodwork framing *The pink sari* signifies Stern's own personal satisfaction with the work. Stern was keenly involved in all aspects of her artistic production, including priming and stretching her own canvases and choosing the frames for nearly everything she produced. Zanzibar frames were exclusively reserved for her most treasured works and the ones she considered to be her very best examples. She had exported several pieces of Zanzibar woodwork (including chests and doors) during her time on the island, installing one as the door to The Firs, her Cape Town home, and breaking up the rest to frame her favourite pictures. The Zanzibari government actually banned the export of the doors because of Stern's actions, so she knew they were in limited supply and reserved them only for her very best pieces.

Bibliography

M. Berman, *Remembering Irma, Irma Stern: A memoir with letters* (Cape Town, 2003), pp. 53, 131

M. Arnold, *Irma Stern: A Feast for the Eye,* (Vlaeberg, 1995), pp. 49, 97

19*
Irma Stern (South African, 1894-1966)
Indian woman, 1941
oil on canvas
85 x 77cm (33 7/16 x 30 5/16in).
£500,000 - 800,000
ZAR6,000,000 - 9,600,000

PROVENANCE:
The collection of the artist
Gifted to Dudley Welch, the artist's partner
Acquired by the Wolpe Gallery, Cape Town
Purchased from the above by the current owner in 1969

EXHIBITED:
Cape Town, Wolpe Gallery, *Irma Stern Retrospective*, August 1966, no.10

The Wolpe Gallery's Retrospective show celebrated fifty years of the artist's creativity and the above work was reviewed in the *Cape Times* by Johan van Rooyen:

"The statuesque 'Indian Woman' (no. 10) of 1941, with its exquisite control of opulent reds and great simplicity of form, stands out as one of the major works on the show.

"The art of painting has never meant the creation of a precious object to Irma Stern, but the expression of the force of life in all its multiplicity."

Stern referred to the present lot as one of her favourites: she refused all offers on the painting and later presented it to her partner, Dudley Welch.

The unusual pose adopted here, with the subject sitting low to the ground, with knees bent, one arm resting on a knee, the other straight, and facing the viewer directly, compares closely to *Swahili dhow woman, 1945* (illustrated in the exhibition catalogue for *Irma Stern: Expressions of a Journey* at the Standard Bank Gallery, Johannesburg, 2003).

19

20*
Jacob Hendrik Pierneef
(South African, 1886-1957)
A view over Chuniespoort

–

Jacob Hendrik Pierneef (South African, 1886-1957)
A view over Chuniespoort
signed and dated 'J.H Pierneef 1945' (lower left)
oil on canvas
61.5 x 76.5cm (24 3/16 x 30 1/8in).
£300,000 - 500,000
ZAR3,600,000 - 6,000,000

–

20

“Seamlessly harmonises the two elements”

20*
Jacob Hendrik Pierneef
A view over Chuniespoort

Second to landscape, architecture was J.H. Pierneef's greatest passion. Architecture in South Africa in the first half of the twentieth century suffered two primary indignities. First was the accusation architecture was not a concept in its own right separate from building, and second was the assertion that South Africa had no suitable national architecture of its own. "In the grey years following the [First World] War, the vitality went out of South African architecture. The Cape, aware of its distinguished architectural heritage, was stifled by conservatism; the Transvaal was gauche and pragmatic without grace. Architectural styles were eclectic, reiterative, tired." Pierneef was a great believer in a simple, honest, national architectural style based on function and natural materials and inspired by indigenous homes.

Pierneef himself was one of few South Africans who passionately asserted that art and architecture were indivisibly linked. One can see, throughout his career, a creeping obsession with architecture even in his natural landscapes. He drafts rocks and mountains with the simplified skill of an architect, building them storey by storey into the carefully prepared landscape without unnecessary embellishment. His trees have the monumentalism and confidence of line of man-made sculptures or skyscrapers.

"Pierneef believed that there would be greater harmony and balance between architecture and environment if available materials such as stone, sand, wood and thatch were used in the building of dwellings. He was struck by the simplicity of the construction and appearance of the dwellings of the indigenous peoples." Pierneef was such a great believer in indigenous and vernacular styles that he designed his own home, Elangeni, in line with natural philosphy.

One can see clearly in *A view over Chuniespoort* Pierneef's mirroring of architecture and nature. In using a simplified palette and mimicking the arrangement of the rondavels with the arrangement of the trees and mountains, Pierneef seamlessly harmonises the two elements.

Bibliography

P.G. Nel, *JH Pierneef: His life and his work*, (Cape Town, 1990), pp. 192-4

21

21*
Maud Frances Eyston Sumner (South African, 1902-1985)
Dune landscape
oil on canvas
60 x 73cm (23 5/8 x 28 3/4in).
£4,000 - 6,000
ZAR48,000 - 72,000

22*
Jacob Hendrik Pierneef (South African, 1886-1957)
Storm clouds over the veld
signed and dated 'J.H. Pierneef 1940' (lower left)
oil on canvas
61 x 77cm (24 x 30 5/16in).
£40,000 - 60,000
ZAR480,000 - 720,000

EXHIBITED:
Elangeni, *J.H. Pierneef and Fanie Eloff joint exhibition*, 1941

The present lot can be seen hanging in Pierneef's studio at the above exhibition in a photograph of Pierneef and Eloff published in Nel, 1990, p.93

Like his pencil and watercolour sketches of trees, the artist made countless studies of clouds. Other comparable oil paintings include *Karoo landscape with rain clouds* (sold at Stephan Welz & Co., Johannesburg, 20 October 2003, lot 314) and *Wolke, 1952* (illustrated in Nel, 1990, p.148)

"His mystic towers and castles in the air above the Transvaal landscape are almost legends in themselves, they have become symbolic. They hover over the veld like mountains and bring a dramatic tension to static scenes. At times these heavy cloud masses are highly stylised or they form a stylistic unity with the landscape. On other occasions they acquire almost anthropomorphic traits." (Nel, 1990, p.149)

BIBLIOGRAPHY:
P.G. Nel, *J.H. Pierneef: His life and work*, (Cape Town, 1990)

22

23*
Irma Stern
(South African, 1894-1966)
'Banana Carrier, Lake Kivu'

–

Irma Stern (South African, 1894-1966)
'Banana Carrier, Lake Kivu'
signed and dated 'Irma Stern / 1946' (lower left); inscribed 'Banana Carrier' (to stretcher verso); further signed and inscribed 'Irma Stern / The Firs Chapel Rd / Rose Bank / Cape Town / South Afrika' (verso)
oil on canvas
51.5 x 51.5cm (20 1/4 x 20 1/4in).
£250,000 - 350,000
ZAR3,000,000 - 4,200,000

–

PROVENANCE:
Acquired directly from the artist, circa 1950
Thence by descent to the current owner

23

Inspired Irma to create images of effortless grace and elegance…

23*

Irma Stern

'Banana Carrier, Lake Kivu'

Irma Stern's visual fascination for the image of African women as bearers, as caryatid figures, occurs frequently in her work, spanning her full career from the 1920s to the 1960s. The responsibility to provide, bear and support, borne by these women traditionally, inspired Irma to create images of effortless grace and elegance which form a number of her most arresting works. We, as viewers, are drawn into the rapport which the artist so obviously established with her subject. This uncanny relationship with her sitters is evident in most of Stern's portrait studies and is not confined to her African subject matter. It is like the skill possessed by a grand photographer, whose pact with his subject is conclusive and victorious.

Masterfully transformed by the artist's characteristic range of exquisite greens...

”

These graceful providers have been depicted carrying firewood, poultry, water vessels and fruit. In this instance a branch of green bananas hoisted at a jaunty diagonal conveys an aura of optimism and triumph. The spotted head scarf, the generous earrings and the sparkling white and navy blue shawl glimpsed at the base of the picture, all add up to this convivial ambience. We question whether this was a successful visit to or from the market? Was she walking past the lonely house the artist was renting as a studio, on this, her second visit to the Congo in 1946. This visit was fraught with unhappiness, quite unlike the first visit in 1942 which was lyrically described by the artist in her Congo journal published in 1943. Challenging situations of all kinds appear to have been heroically overcome by the intense excitement of the experience. Four years later things were different; the artist's emotional state combined with her perceptions of the social conditions prevailing in the Congo at the time, created a sense of melancholy. From the Kisenyi Guest house, Lake Kivu on 9th June 1946 Stern writes to her friends Richard and Freda Feldman in Johannesburg: 'All would be well – if I could only feel free and happy. The Congo this time has a creeping horror for me.' There are further details in this letter referring to discomfort of various kinds but then a sure triumph over despair by this ever-dedicated, disciplined artist is revealed in the penultimate paragraph:
'Today I have painted a picture of a girl carrying green bananas on her head. I think it is good. I think – because the light is so bad that I cannot control it. We are here very near the Equator and the light is frightful.'

The dull light is masterfully transformed by the artist's characteristic range of exquisite greens so typical of the Congo works of both visits and clearly evident here. Once again she has lost herself in her work and triumphed. Perhaps she saw herself as a bearer of gifts as we read references to this in her early illustrated Journal dated 1919, where she refers to 'the precious gift of golden light...' and references to 'the Blue One' who brought a piece of the sun 'down to the huts where beings live...'

Bibliography

M. Berman, *Remembering Irma*, (Cape Town, 2003)
N. Dubow, *Paradise - The Journal and Letters (1917-1933) of Irma Stern*, (Cape Town, 1991)

We are grateful to Christopher Peter of the Irma Stern Museum for his assistance in cataloguing this lot.

24*
Irma Stern (South African, 1894-1966)
Still life with poinsettias
signed and dated 'Irma Stern / 1943' (upper left)
oil on canvas
61 x 61cm (24 x 24in).
£150,000 - 200,000
ZAR1,800,000 - 2,400,000

PROVENANCE:
A private collection

"It is essentially the painter's gestural mark that gives the flowers and fruit in her still lifes the sensuality that keeps them fresh to the eye of the beholder and to the present moment. The great French master Paul Cezanne, whom Stern respected above all painters, would call all this 'a harmony between several interactions. A powerful organising mind is the best to aid sensation in the realisation of a work of art.' What ultimately captivates our attention is the physicality of each touch of white light and each bold green smear of paint - evidence of the painter's complete presence in every mark she made."

Poinsettias were a favourite flower for Stern, perhaps because of their dramatic colour or the way the blossoms can morph from brilliant, sturdy stars to dying fireworks, providing visual interest like few other flowers can. The blooms appear in her still-lifes throughout her career and constitute some of her most sumptuous works. Stern did not share the fear of others that certain colours might not 'go', and could simply look to nature to prove this point. Her palette was thus free and her brush ready to mix and contrast any colours to her heart's content. In the present lot, the combination of the starkly contrasting colours of red and green makes the flower leap off the canvas, and exemplifies Stern at her most expressive genius.

BIBLIOGRAPHY:
H. Smuts, *At Home With Irma Stern*, (Cape Town, 2007), p. 35

24

25*
Alexis Preller (South African, 1911-1975)
'Wounded Sculpture'
signed and dated 'Preller '47' (lower left)
oil on canvasboard
71 x 92cm (27 15/16 x 36 1/4in).
£200,000 - 300,000
ZAR2,400,000 - 3,600,000

IMPORTANT NOTICE: The South African Heritage Resources Agency (SAHRA) has declared this lot a work of national importance and has declined a permit for its export. Therefore it is not subject to VAT on either the hammer price or the buyer's premium. The lot will be available for viewing at the Everard Read Gallery in Johannesburg. Payment for this lot may be made in Sterling in London or in South African Rand through our Johannesburg office using the published rate of exchange on the date of the auction. Collection must be made through our Johannesburg office. Please contact the department for further information.

PROVENANCE:
A private collection

EXHIBITED:
Pretoria, Christi's Gallery, *Twenty Paintings*, 10-25 October 1947, cat. no. 3
Johannesburg, Constantia Galleries, *Alexis Preller*, 17-29 November 1947, cat. no. 4
Pretoria, Pretoria Art Museum, *Alexis Preller retrospective*, 24 October-26 November 1972, cat. no. 22, illustrated

LITERATURE:
E. Berman & K. Nel, *Alexis Preller, A Visual Biography*, (Johannesburg, 2009), illustrated p. 44

Following a break with his long-time partner Christi Truter and a subsequent suicide attempt, Alexis Preller travelled to Europe at the end of 1946. In Paris, he frequented the galleries as a means of soothing his troubled mind. In the Louvre he examined the collections of marble sculpture from Ancient Greece for the second time. He had previously seen them in 1937, prior to his service in the military during World War II. Returning to them with a new perspective on life, Preller viewed them, rather like himself, as victims broken by the ravages of life.

"Items that had previously appealed as fragmented relics of a golden age, appreciated for their ineffaceable formal qualities and artistry, now assumed an entirely different meaning for Alexis. In the armless torso of the *Rampin Knight*, the broken slender figure of the *Boy on a Horse*, and the many other damaged survivors of the centuries, he recognised the similarities between the ravages of time and the mutilation wrought by war."

Although reminiscent of di Chirico's earlier Surrealist paintings of broken statues in metaphysical landscapes, Preller has imbued his figures with suggestions of movement and even battle. His landscape seems to live and undulate.

BIBLIOGRAPHY:
E. Berman & K. Nel, *Alexis Preller, A Visual Biography & Collected Images*, (Johannesburg, 2009)

25

26*
Alexis Preller (South African, 1911-1975)
Bearers of Provender
signed and dated 'Preller / 44' (lower left)
oil on composition board
118.3 x 36cm (46 9/16 x 14 3/16in).
£60,000 - 90,000
ZAR720,000 - 1,100,000

Bearers of Provender is typical of Alexis Preller's work in the late 1930s and early 1940s. Heavily influenced by a trip to Swaziland in 1937, Preller infused his works with imagery of the women he saw there, much in the tradition of artists like Gauguin and Irma Stern. "Preller's idioms came directly from his immediate experience of Africa and not via the primitivist conventions of Europe. They are infused with an awareness of things unseen – a spiritual content, which has nothing to do with the purely superficial qualities of line and shape that European artists had adopted from traditional African carving."

What is highly striking about *Bearers of Provender* is the use of colour, particularly the varying contrast of blues, greens and earthy mahoganies as flesh tones. Many of Preller's other works from the 1930s utilise saturated, Fauvist colour, but here one sees the artist branching into the use of homemade paint, mixing raw pigment with an oil-and-turpentine medium to generate a thoroughly unique colour palette. The contrast of reds and turquoise would later emerge as a thematic palette throughout Preller's career.

During the war years 1939-43, Preller served in the SA Medical Corps. Interrupting his path as an artist, Preller did not complete many works during this period. *Bearers of Provender* is almost identical in composition to *Swazi Procession/The Feast* (1939/44) (illustrated in Berman & Nel, 2009, p.49 and Bouman, 1951, p.98) and suggests that the work was at least conceived and possibly started earlier and completed in 1944 upon Preller's return to his artistic path.

"The artist tells me that in his studio he had a very tall piece of wood, half round, and he wanted for a long time - a period in which he had been carving a good deal - to decorate this piece with figures, some carved, some inlaid with metals, bronze, brass and silver. He had to abandon this scheme, but he never lost sight of it.

"The vision matured within him during five years, and finally it took the shape of a painting. As he had visualised the beam in space, or against a skyline, he now proceeded to paint this procession of figures in the same manner: a narrow strip of teeming life cut by space, and not by the edges of the frame. It is not a particular ceremonial feast really; it is the 'procession', in composition, of people whom he saw going about, laden with food, fruit and fowls, as if for a feast. The title is appropriate in that those human beings, with their loads of everyday produce, seem to live in a sort of paradise of abundance. The 'space' is blue of varying colour, with slight indications of decorative figures. The rest of the colour is a complete range, pale and light.

"This work to my mind is an outstanding example of representing Native life in its own style, which is the style of decorative sculpture, but at the same time it reveals the spirit of yet another art and culture. Does this work not show a strong affinity with the portals of Gothic cathedrals, where not natives, but Christian saints form a procession towards Heaven?" (Bouman, 1951, p.98)

BIBLIOGRAPHY:
E. Berman, *Art & Artists of South Africa*, (Cape Town, 1983), p. 351
E. Berman & K. Nel, *Alexis Preller, A Visual Biography*, (Johannesburg, 2009)
A.C. Bouman, *Painters of South Africa*, (Cape Town, 1951), p. 98

26

27*
Maggie (Maria Magdalena) Laubser (South African, 1886-1973)
'Landscape with Homestead'
signed 'M Laubser' (lower left)
oil on canvasboard
41 x 52cm (16 1/8 x 20 1/2in).
£30,000 - 50,000
ZAR360,000 - 600,000

PROVENANCE:
Mr Gerhard de Leeuw, Pretoria
Dr H. L Israel, Bloemfontein
The Collection of Roger Brett Kebble
Sale, Graham's Johannesburg, 7 May 2009, lot 44
A private collection

EXHIBITED:
University of the Orange Free State, Bloemfontein, *Works from the Collection of Mr Louis Israel*, 17-21 June 1976

LITERATURE:
D. Marais, *Maggie Laubser: Her Paintings, Drawings and Graphics*, (Cape Town and Johannesburg), cat. no. 1424, illustrated p. 333

'It was so beautiful, my land the Free State, the colours - I painted it all day long.' (Liebenberg, 1964:5)

During the 1940s, Laubser began to develop her love of landscape painting by turning to areas outside of the Boland farming area in which she grew up as a child for inspiration. The Free State, Natal and the Transvaal, as well as the coastal scenes around her new home at the Strand all began to feature in the artist's works.

In 1946 Laubser travelled to the Orange Free State to the area around Ficksburg. Taking great inspiration from her sojourn here, the current lot was probably painted on a return visit to Ficksburg during the mind-1950s.

Correspondence from the Board of Executors at the time of Laubser's father's liquidation in 1925 indicates that he owned another farm, Malala Ring in the Vryburg area of what was the the Orange Free State. Although there are no records stating for certain that Laubser ever visited this farm, it is likely that this personal connection with the Orange Free State was one reason for the inspiration which she drew from its landscape.

27

27A

27A
Jean Max Friedrich Welz (South African, 1900-1975)
Hobby horse and rider
oil on board
signed and dated 'J WELZ 45'
47 x 37cm (18 1/2 x 14 9/16in).
within the original frame
£12,000 - 18,000
ZAR140,000 - 220,000

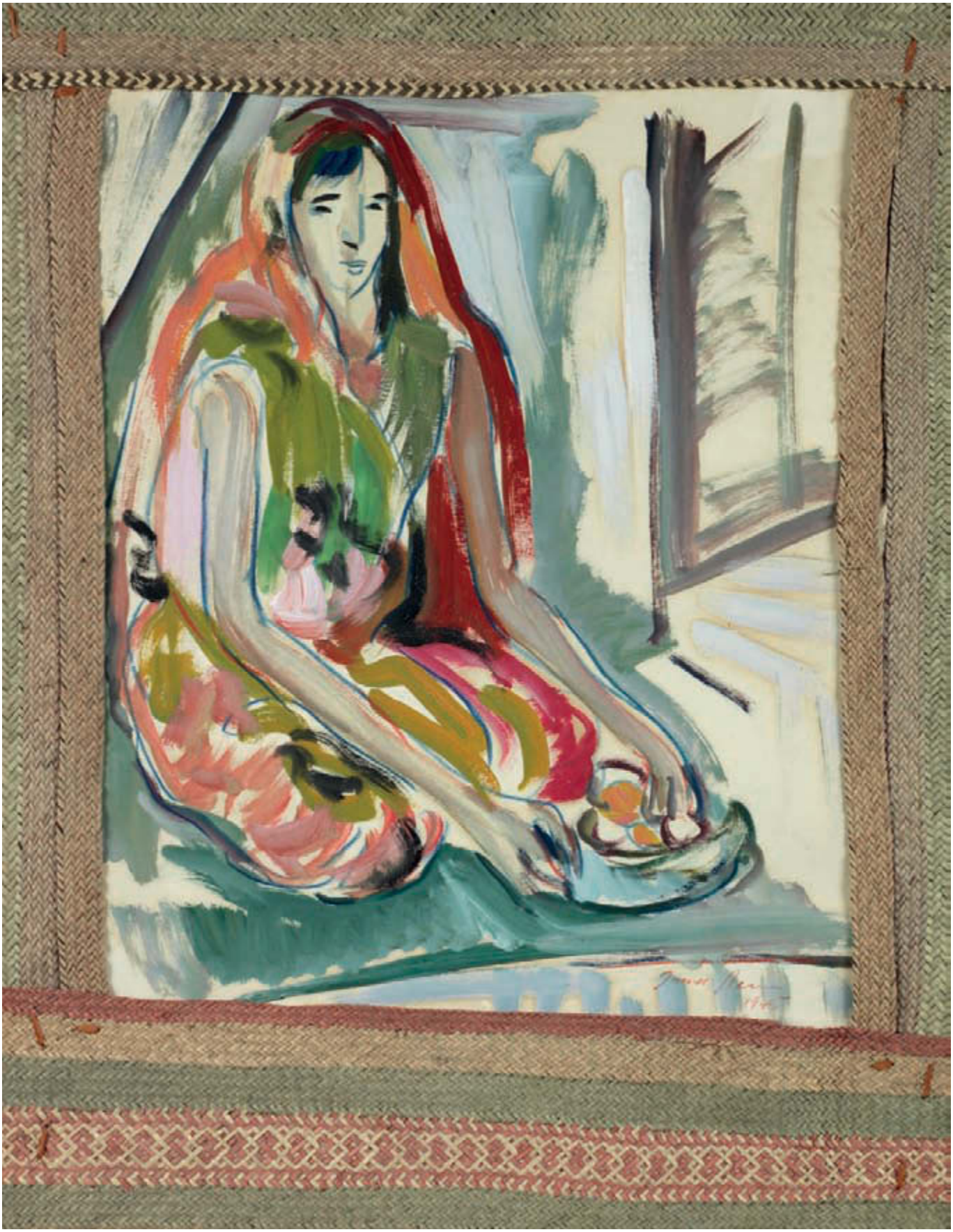
PROVENANCE:
Collection of Harold le Roith, architect, since the 1940s
Thence by direct descent to the current owner

28
Irma Stern (South African, 1894-1966)
Woman in the harem
signed and dated 'Irma Stern 1945' (lower right)
gouache and pastel
37 x 29cm (14 9/16 x 11 7/16in).
within original raffia mount
£30,000 - 50,000
ZAR360,000 - 600,000

"The women sat on the floor in saris, in all colours imaginable, combining the most absurd colours and yet looking most beautiful, like a heap of multi-coloured gems shaken together."

The present work is similar in date and subject matter to *Lady of the Harem*, sold at Sotheby's Johannesburg, 21 November 2006.

BIBLIOGRAPHY:
I. Stern, *Zanzibar*, (Pretoria, 1948), p. 87



28

29*
Jacob Hendrik Pierneef
(South African, 1886-1957)
South West African mountains

–

Jacob Hendrik Pierneef (South African, 1886-1957)
South West African mountains
signed and dated 'J.H Pierneef 44' (lower left)
oil on canvas
46 x 61.5cm (18 1/8 x 24 3/16in).
£100,000 - 150,000
ZAR1,200,000 - 1,800,000

–

29

29*
Jacob Hendrik Pierneef
South West African mountains

Pierneef visited South West Africa for the first time in 1923, arriving in late April. "Pierneef was elated and threw himself wholeheartedly into making numerous sketches and paintings of the region. It is claimed that some of his best works were done at that time: 'Furthermore the scenes from South West Africa formed the foundation for many of his later works and were certainly the introduction to a formative period in his art with respect to the South African landscape.'

The present work, painted in 1944, is an example of how South West Africa stayed in Pierneef's mind and continued to provide inspiration to the artist even many years after his initial visit. The present work is a resplendent example of Pierneef retaining his typical subject matter and painting style, while simultaneously injecting the work with fresh experimentation. "'[South West Africa] is a beautiful country,' he always said, 'the desert, the drought, the peculiar translucent quality of the light...This country is individual but interesting to paint.'" In the present work one sees Pierneef utilising shadow to heighten the dramatic effect of the mountains and clouds, adding an element of passing time and movement into the landscape.

BIBLIOGRAPHY:
P.G. Nel, *J.H. Pierneef: His Life and Work*, (Cape Town, 1990), pp. 60-61

“the desert, the drought, the peculiar translucent quality of the light...”

30

30*
Jacob Hendrik Pierneef (South African, 1886-1957)
Trees in the veld
signed and dated 'Pierneef 45' (lower left)
oil on canvas
36 x 46cm (14 3/16 x 18 1/8in).
£30,000 - 50,000
ZAR360,000 - 600,000

31*
Vladimir Griegorovich Tretchikoff (South African, 1913-2006)
'Fighting zebras'
signed 'Tretchikoff' (lower right)
oil on canvas
87 x 137cm (34 1/4 x 53 15/16in).
£15,000 - 20,000
ZAR180,000 - 240,000

A similar work is illustrated in *Tretchikoff: The People's Painter*, (Iziko SA National Gallery), p. 150

31

32

33

32
Vladimir Griegorovich Tretchikoff (South African, 1913-2006)
'Beyond reality'
signed and dated 'Tretchikoff / 48' (lower left)
oil on canvas
86 x 66cm (33 7/8 x 26in).
£12,000 - 18,000
ZAR140,000 - 220,000

PROVENANCE:
Mrs D. L. Vorderman, South Africa
By descent to Don Vorderman, USA
Acquired from the above by the current owner

EXHIBITED:
Durban, Greenacre's Art Gallery, 26 June - 10 July, no. 13

LITERATURE:
R. Buncher, *Tretchikoff*, (London, 1950), illustrated plate 29

"Tretchikoff prefers the viewer to form his own ideas from such pictures as these. Each one, he says, will have a different conception as to the real significance of the subject. Here, the eye is Reality, ever present over the body of the dream world. The Soul may seek enchanted worlds of ageless ecstasy when released in sleep - the body remains, as it will in death, to lie in dark oblivion: what the Eye does not see, the heart may indeed grieve after."

33*
Vladimir Griegorovich Tretchikoff (South African, 1913-2006)
Red canna
signed 'V. Tretchikoff SA' (lower right)
oil on board
65 x 48cm (25 9/16 x 18 7/8in).
£8,000 - 12,000
ZAR96,000 - 140,000

An early work of the same subject, *Red Cannas, Java*, is published in Buncher (London 1950, plate 6):

"A bold study of colour design. Before this canvas, the artist had ignored flowers as a possible subject. This experiment led him not only to a realization of the subtle qualities of flowers, but also of the full possibilities of colour combinations, an approach which greatly influenced his later paintings."

BIBLIOGRAPHY:
H. Timmins, *Tretchikoff*, (London, 1969)
R. Buncher, *Tretchikoff*, (London, 1950)

34

35

34
Vladimir Griegorovich Tretchikoff (South African, 1913-2006)
Arum lilies
signed and dated 'Tretchikoff / 49' (upper left)
oil on canvas
68 x 52cm (26 3/4 x 20 1/2in).
unframed
£7,000 - 10,000
ZAR84,000 - 120,000

PROVENANCE:
Mrs D. L. Vorderman, South Africa
By descent to Don Vorderman, USA
Acquired from the above by the current owner

35*
Maud Frances Eyston Sumner (South African, 1902-1985)
Abstract landscape
signed 'Sumner' (lower right)
oil on canvas
54 x 65cm (21 1/4 x 25 9/16in).
£7,500 - 10,000
ZAR90,000 - 120,000

36•
Gerard Sekoto (South African, 1913-1993)
Portrait of the Artist's Mother
signed 'G Sekoto' (lower left), bears Kempel Gallery label on reverse
oil on canvasboard
45.7 x 35.5cm (18 x 14in).
£60,000 - 80,000
ZAR720,000 - 960,000

IMPORTANT NOTICE:
This lot is in South Africa. Therefore it is not subject to VAT on either the hammer price or the buyer's premium. Payment for this lot may be made in Sterling in London or in South African Rand through our Johannesburg office using the published rate of exchange on the date of the auction and collection must be made through our Johannesburg office. Buyers who intend to export this lot from South Africa must apply to the South African Heritage Resources Agency (SAHRA) for the relevant export permit. Please contact the department for further information.

PROVENANCE:
Kempel's Gallery Pretoria, 1954
Thence by descent to the current owner

A similar work of the same title is in the collection of the University of South Africa Gallery in Pretoria (illustrated in L. Alexander & E. Cohen, *150 South African Paintings*, Cape Town 1990, plate 77).

36

37

37
Gerard Sekoto (South African, 1913-1993)
Market view
signed and dated 'G Sekoto / 59' (lower right)
oil on canvas
60 x 81cm (23 5/8 x 31 7/8in).
£10,000 - 15,000
ZAR120,000 - 180,000

38
Gerard Sekoto (South African, 1913-1993)
Donkey cart
signed 'G Sekoto' (lower right)
oil on board
39 x 51.5cm (15 3/8 x 20 1/4in).
£12,000 - 18,000
ZAR140,000 - 220,000

38

39

39*
Gerard Sekoto (South African, 1913-1993)
Ndebele figures
signed 'G. Sekoto' (lower right)
oil on canvas
41 x 33.1cm (16 1/8 x 13 1/16in).
£7,500 - 10,000
ZAR90,000 - 120,000

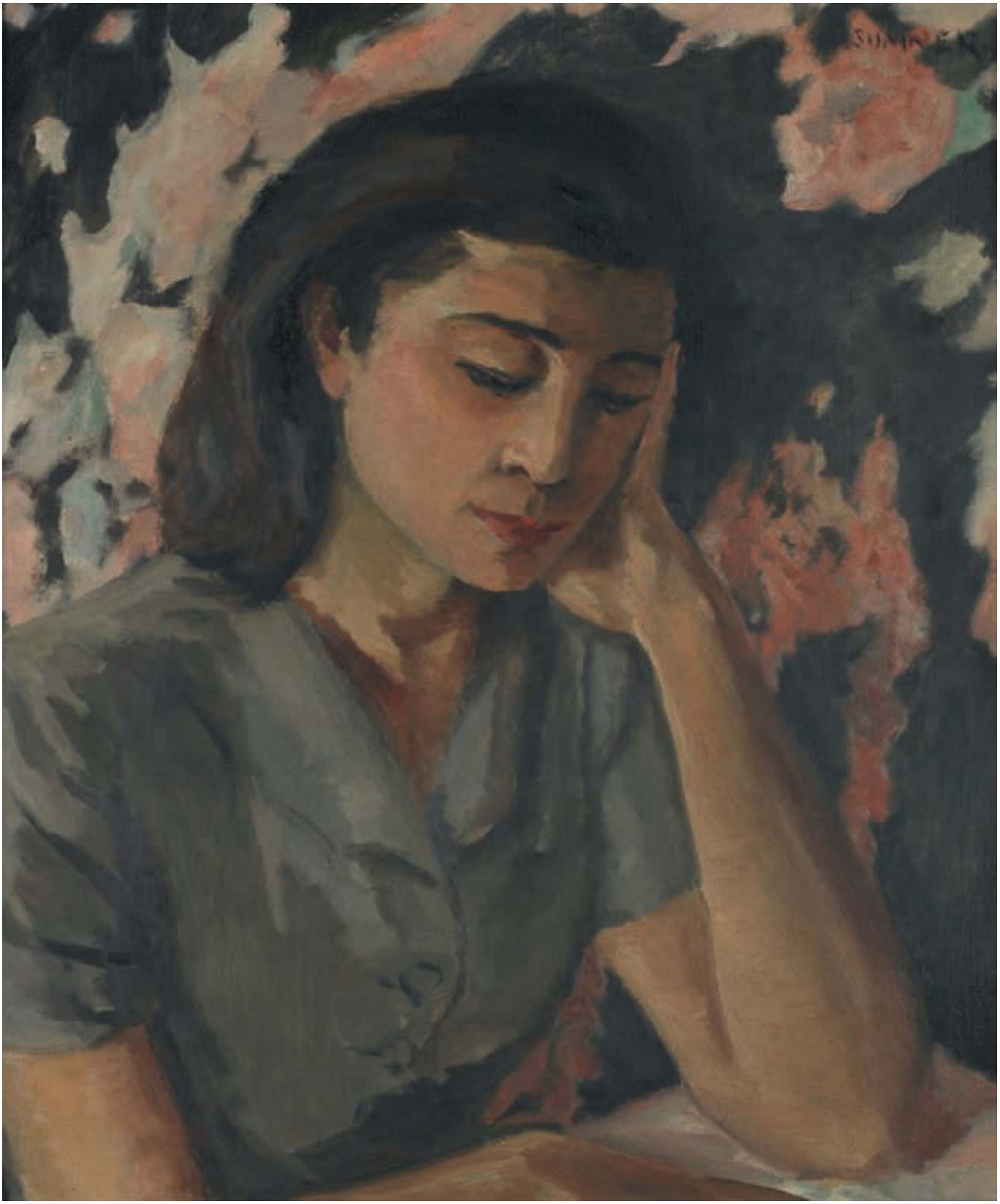
40
Bettie Cilliers-Barnard (South African, 1914-2010)
Abstract with animal forms
signed and dated 'Bettie Cilliers-Barnard / 1954' (lower right)
oil on canvas
76 x 61.7cm (29 15/16 x 24 5/16in).78x62cm
£4,000 - 6,000
ZAR48,000 - 72,000

Abstract was painted at an important crossroads in Bettie Cilliers-Barnard's artistic career. In the mid-1950s, she moved from a descriptive, delineated style into the non-figurative forms and abstractions she would become best known for. *Abstract* was painted in the early stages of this transition and exhibits the figural forms of African animals in a deconstructed and abstracted manner, separate scenes collaged against a monochrome background. By 1956, Cilliers-Barnard was working exclusively with non-figurative imagery and would continue in that style for the rest of her career.

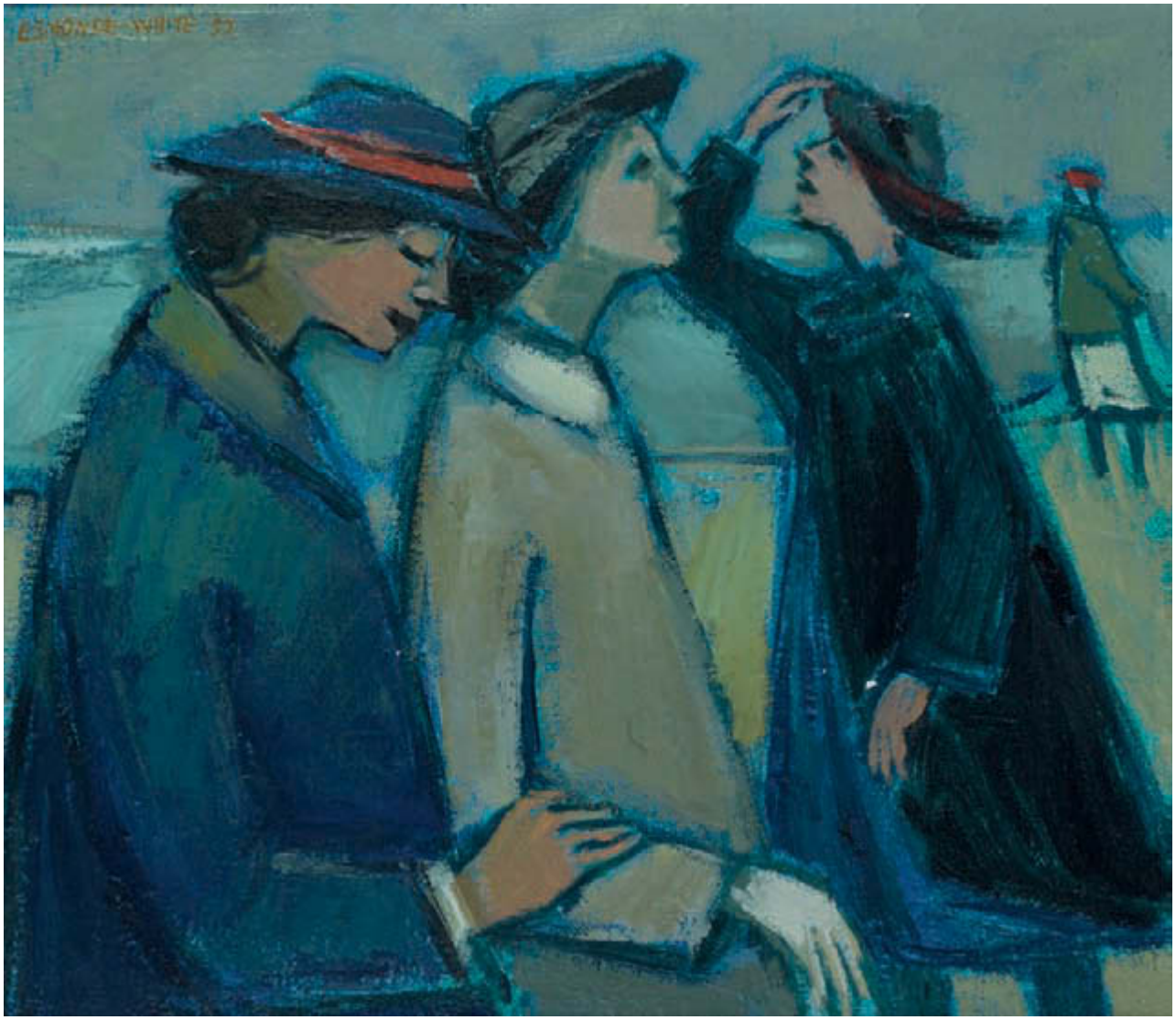
40

41
Francois Krige (South African, 1913-1994)
Namibian female flute player
signed 'Francois Krige' (lower right)
oil on canvas
59 x 48.5cm (23 1/4 x 19 1/8in).
within original Wolpe frame
£25,000 - 35,000
ZAR300,000 - 420,000

41



42



43

42
Maud Frances Eyston Sumner (South African, 1902-1985)
Portrait of Gertrude Fleiszer, circa 1946
signed 'Sumner' (upper right)
oil on canvas
59 x 49.7cm (23 1/4 x 19 9/16in).
£20,000 - 30,000
ZAR240,000 - 360,000

PROVENANCE:
A private collection

A friend of the sitter of the above portrait has recounted the story of the work's inception:

"The artist saw Gertrude on a Johannesburg street; Maud said she thought Gertrude had very interesting features and could she paint a portrait of her ?

Apparently, Gertrude did not like the first portrait that Maud painted so Maud then asked her what pastime she enjoyed, Gertrude said "reading" and so Maud produced the above painting.

Gertrude naively thought she could then take the portrait home but Maud said she had not painted it for her but for an exhibition. Later the two became friends and Maud donated the work to Mrs Fleiszer."

43*
Eleanor Esmonde-White (South African, 1914-2007)
Three women
signed and dated 'Esmonde-White 57' (upper left)
oil on canvas
38.1 x 34.3cm (15 x 13 1/2in).
£6,000 - 9,000
ZAR72,000 - 110,000

44

45

44*
Maggie (Maria Magdalena) Laubser (South African, 1886-1973)
Portrait of a lady wearing a blue dress and hat
signed and dated 'M. Laubser 53' (lower right)
oil on canvasboard
43.5 x 34cm (17 1/8 x 13 3/8in).
£15,000 - 20,000
ZAR180,000 - 240,000

A similar portrait of the same subject in a different position is illustrated in D. Marais, *Maggie Laubser: Her Paintings, Drawings and Graphics*, (Cape Town and Johannesburg), cat. no. 907, illustrated p. 249.

45*
Walter Whall Battiss (South African, 1906-1982)
Nudes
signed 'Walter Battiss' (lower left)
pen and ink and gouache
34 x 43cm (13 3/8 x 16 15/16in).
£2,000 - 3,000
ZAR24,000 - 36,000

46*
Jacob Hendrik Pierneef (South African, 1886-1957)
Bosveld
signed 'Pierneef' (lower left)
oil on composition board
55 x 67cm (21 5/8 x 26 3/8in).
£120,000 - 180,000
ZAR1,400,000 - 2,200,000

"Truly national art has to be born out of your own surroundings and your own soil." (the artist, as quoted in Grosskopf, 1947, p.23)

The Bosveld landscape was a constant source of inspiration to Pierneef. This sub-tropical woodland, found in northwest South Africa, is notable for its tall trees and clusters of shrubs. The artist takes this verdant panorama and transforms it, so that the whole landscape becomes a rhythm. One no longer looks at the component parts and the viewer is absorbed by the lyrical nature of the scene, the image is now a paean expressing Pierneef's love for his treasured land.

As Bouman observes, "If it were aiming at a faithful imitation of the wild semi-tropical bosveld, it would never show such a highly developed and organised order....Pierneef thus tries to perfect nature, but it is an arduous task".

There is rarely any sign of human life in Pierneef's landscapes. Instead, idealized trees, rocks and mountains are used to depict an ordered yet detached world of nature. With a keen interest in architecture as well as painting, the laws of parallelism fascinated Pierneef. Motivated in part by writings on the subject by artist Willem van Konijenburg, whom Pierneef met during the 1920s, the artist's interest in parallel lines and the necessity of rhythm remained constant throughout his career.

A more stylized method after 1935 and during Pierneef's time in Namibia led to a far less analytical approach although the influence of architecture can still undoubtedly be observed. Coupled with pure colouring, *Bosveld* embodies a static brilliance beautifully depicting Pierneef's love for order and tranquillity; each tree, although individual and unique in its shape, conforms to the same structured diagonal design. This is very much a characteristic of the artist's mature work.

BIBLIOGRAPHY:
E. Berman, *Art and Artists of South Africa*, (Cape Town and Rotterdam, 1983)
A.C. Bouman, *Painters in South Africa*, (Cape Town, 1948)
P.G. Nel, *J.H. Pierneef: His Life and Work*, (Cape Town, 1990)

46

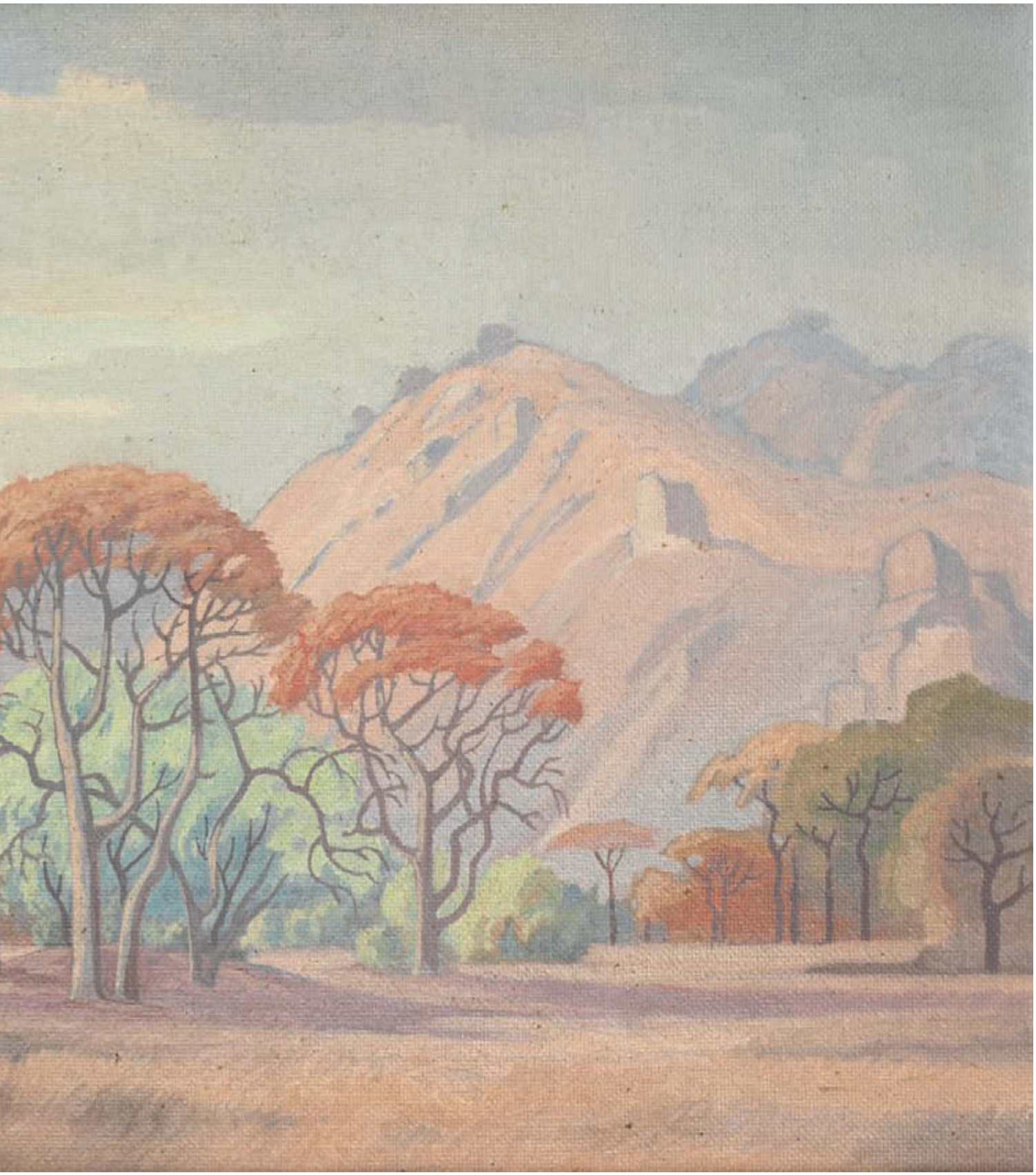
47*
Jacob Hendrik Pierneef (South African, 1886-1957)
Transvaal River
signed and dated 'J.H Pierneef 53' (lower left)
oil on canvas
51 x 61cm (20 1/16 x 24in).
£80,000 - 120,000
ZAR960,000 - 1,400,000

PROVENANCE:
Sale, Sotheby's Johannesburg, 26 April 1978, lot 55
Property of a lady
Sale, Sotheby's Johannesburg, 11 August 1986, lot 109
A private collection

47

48*
Jacob Hendrik Pierneef (South African, 1886-1957)
Trees with kopje beyond
signed 'Pierneef' (lower left)
oil on canvas laid to board
45.5 x 61cm (17 15/16 x 24in).
£70,000 - 100,000
ZAR840,000 - 1,200,000

48



49*
Jacob Hendrik Pierneef (South African, 1886-1957)
'Elim, KP, Naby Bredasdorp'
signed and dated 'J.H. Pierneef 50' (lower left)
oil on board
46.5 x 60cm (18 5/16 x 23 5/8in).
£60,000 - 80,000
ZAR720,000 - 960,000

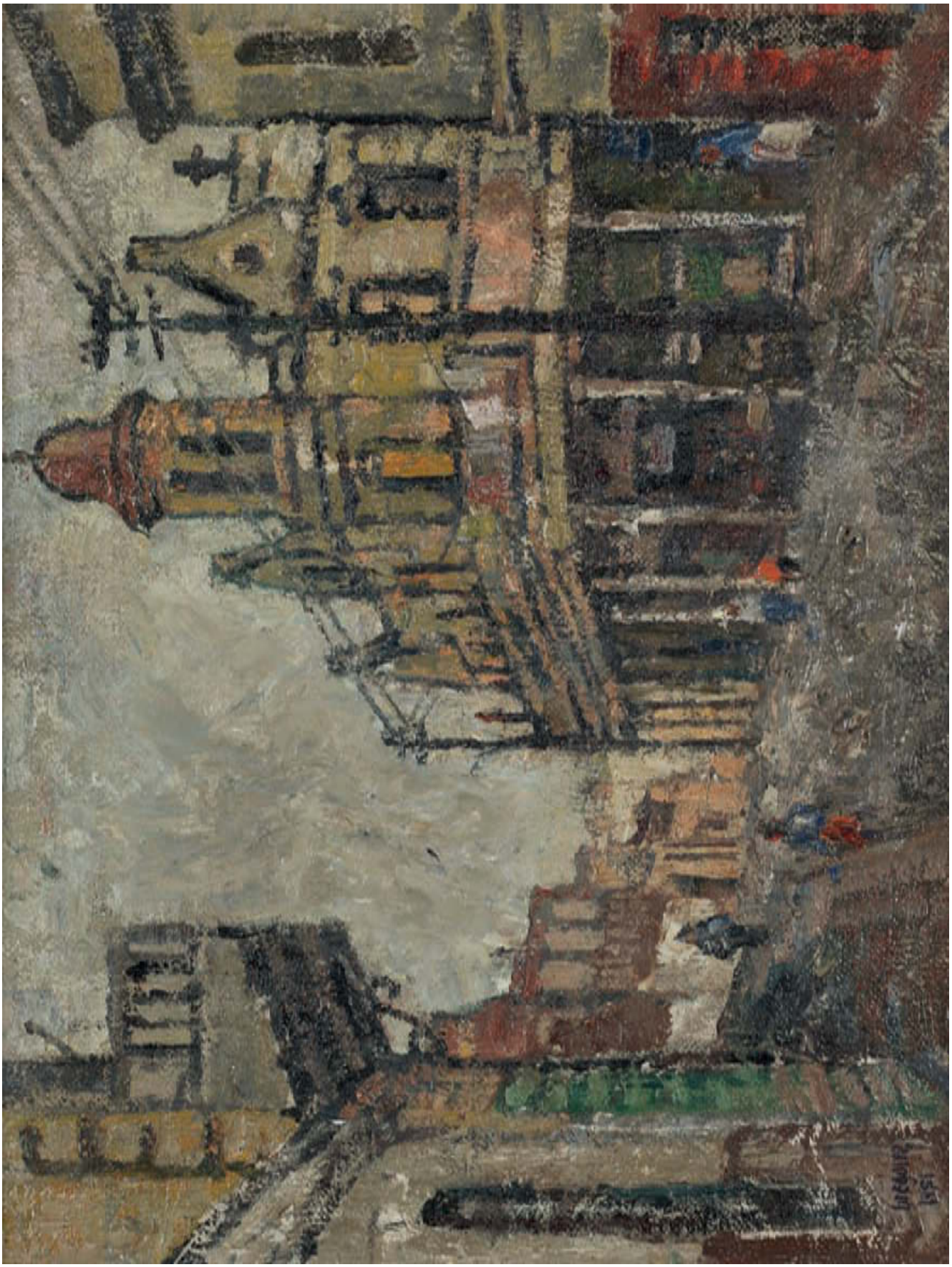
PROVENANCE:
Firstrand Banking Group Collection
Sale, Sotheby's Johannesburg, 16 April 2007, lot 508

49

50

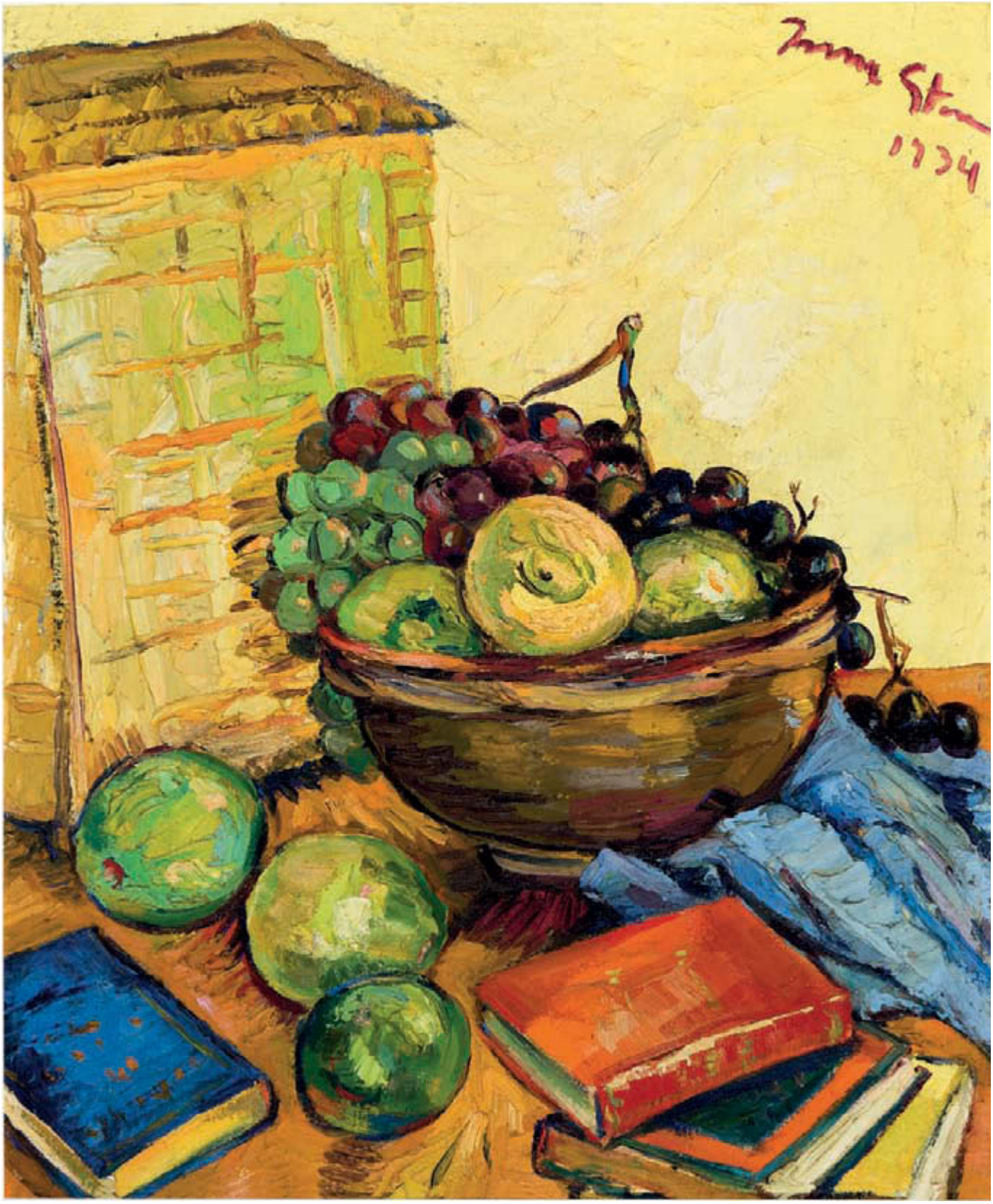
50*
Adriaan Hendrik Boshoff (South African, 1935-2007)
'Glass bowls and noem-noems'
signed 'Adriaan Boshoff' (lower left); inscribed with title 'Glass bowls and noem-noems' (to stretcher verso)
oil on canvas
66.5 x 76.5cm (26 3/16 x 30 1/8in).
£7,000 - 10,000
ZAR84,000 - 120,000

51
Gregoire Johannes Boonzaier (South African, 1909-2005)
Cape Town street scene
signed and dated 'Gregoire / 1951' (lower left)
oil on canvas
41.5 x 53.5cm (16 5/16 x 21 1/16in).
£15,000 - 20,000
ZAR180,000 - 240,000



51

52*
Irma Stern (South African, 1894-1966)
Still life with fruit and books
signed and dated 'Irma Stern / 1934' (upper right)
oil on canvas
57 x 47cm (22 7/16 x 18 1/2in).
£150,000 - 200,000
ZAR1,800,000 - 2,400,000



52

53

54

55

53*
Adolph Stephan Friedrich Jentsch (German, 1888-1977)
Open savannah landscape
watercolour
38.1 x 58.4cm (15 x 23in).
£3,000 - 5,000
ZAR36,000 - 60,000

54*
Adolph Stephan Friedrich Jentsch (German, 1888-1977)
Bush landscape
watercolour
38.1 x 58.4cm (15 x 23in).
£3,000 - 5,000
ZAR36,000 - 60,000

55*
Erik (Frederik Bester Howard) Laubscher (South African, b.1927)
Still life with fruit
signed and dated in pencil 'Laubscher / 53' (centre left)
gouache
35.5 x 26.6cm (14 x 10 1/2in).
£5,000 - 8,000
ZAR60,000 - 96,000

56

57

56*
Alexander Rose-Innes (South African, 1915-1996)
Still life with samovar
signed 'A Rose-Innes' (lower left)
oil on canvas
60 x 50cm (23 5/8 x 19 11/16in).
unframed
£3,000 - 5,000
ZAR36,000 - 60,000

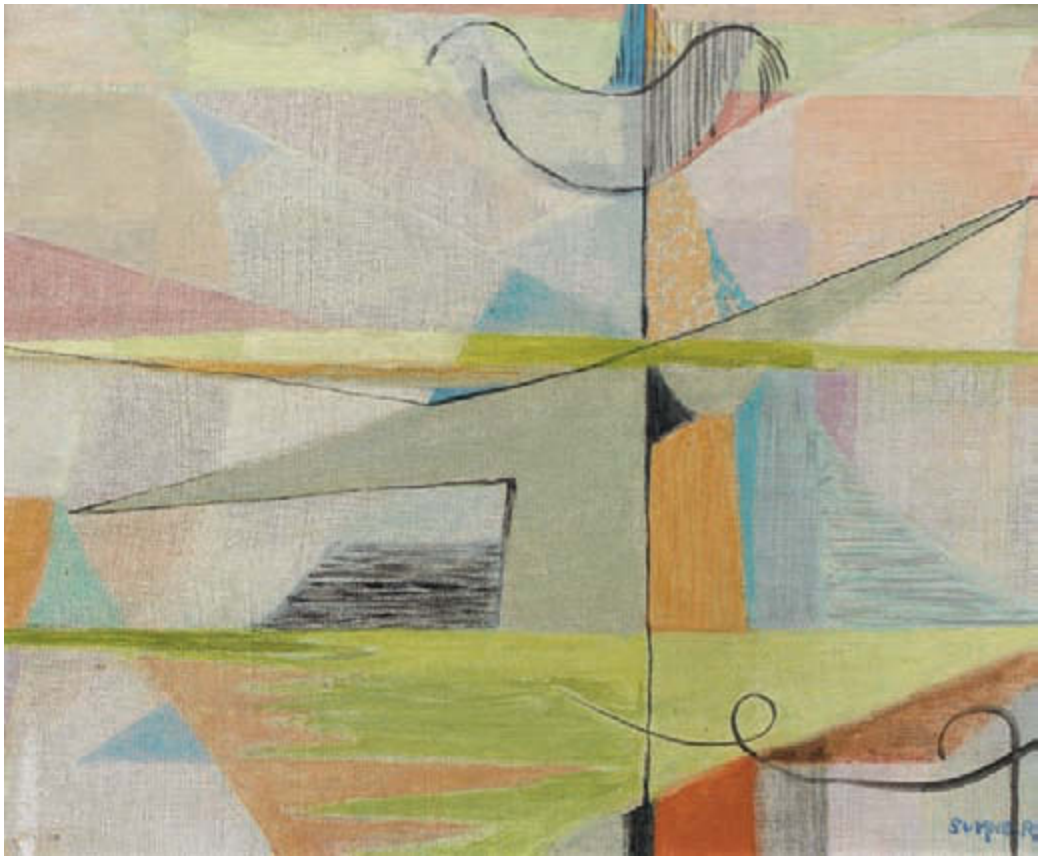
57*
Paul du Toit (South African, 1922-1986)
Landscape with trees
signed and dated 'Paul du Toit / 1952' (lower right)
oil on canvasboard
55.9 x 61cm (22 x 24in).
£3,000 - 5,000
ZAR36,000 - 60,000

58*
Paul du Toit (South African, 1922-1986)
'Composition No. 4'
signed 'Paul du Toit' (lower left); further signed and inscribed with title 'Paul du Toit Composition No. 4' (to stretcher verso)
oil on canvas
60.7 x 72.5cm (23 7/8 x 28 9/16in).
£3,000 - 5,000
ZAR36,000 - 60,000

59*
Maud Frances Eyston Sumner (South African, 1902-1985)
Dawn
signed 'Sumner' (lower right)
oil on canvas
33.5 x 41.2cm (13 3/16 x 16 1/4in).
£5,000 - 8,000
ZAR60,000 - 96,000

PROVENANCE:
With Everard Read Gallery, Johannesburg

58

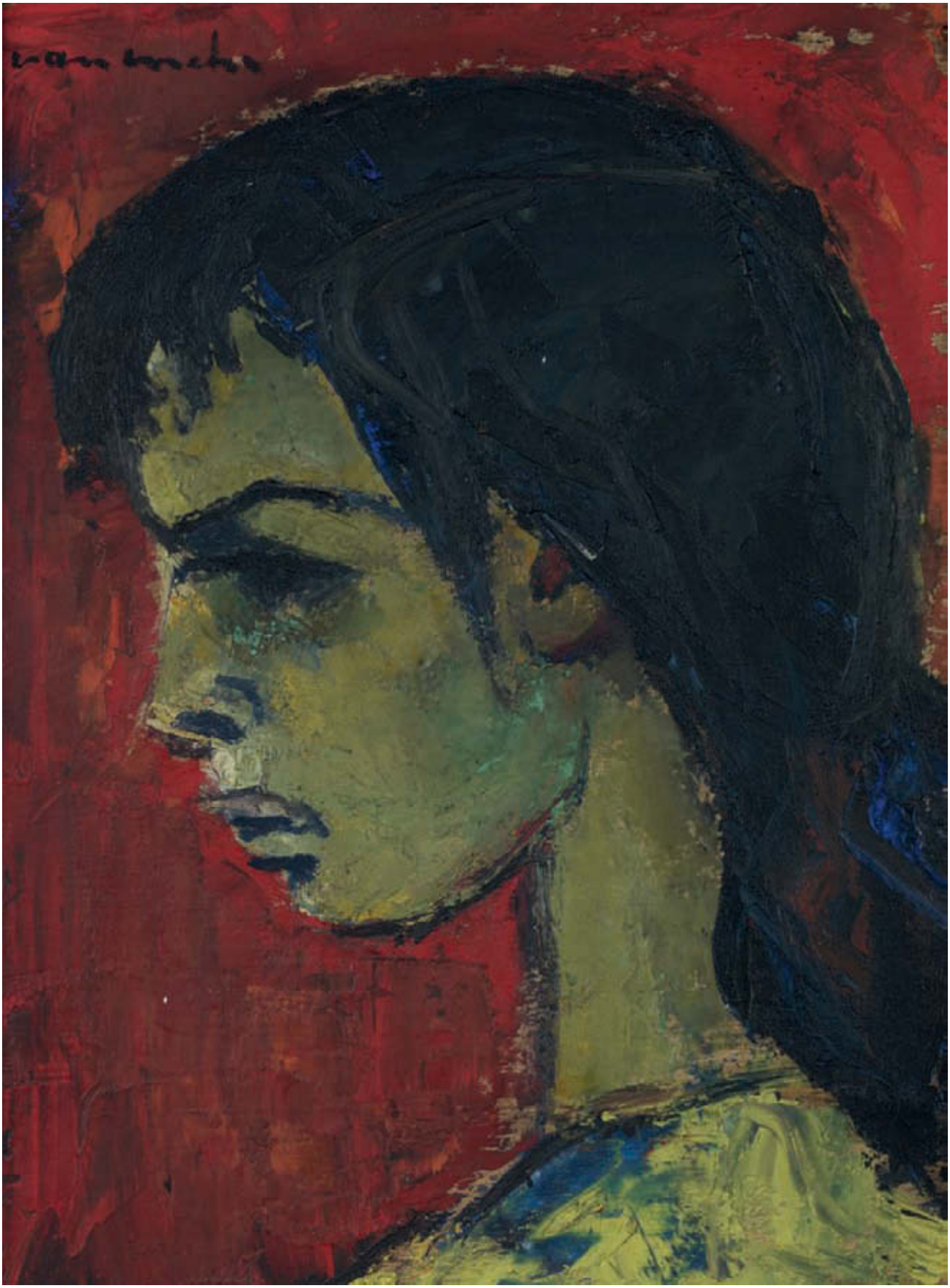


59

60
Gerard Sekoto (South African, 1913-1993)
African village scene
signed 'G Sekoto' (lower right)
oil on canvas
65 x 81cm (25 9/16 x 31 7/8in).
£30,000 - 50,000
ZAR360,000 - 600,000

60

G SEKOTO



61

62

61*
Maurice Charles Louis van Essche (South African, 1906-1977)
Portrait of a girl
signed 'van essche' (upper left)
oil on board
32.2 x 24cm (12 11/16 x 9 7/16in).
£3,000 - 5,000
ZAR36,000 - 60,000

62
Maurice Charles Louis van Essche (South African, 1906-1977)
Congolese women
signed 'van essche' (lower left)
oil on composition board
40.5 x 51cm (15 15/16 x 20 1/16in).
£10,000 - 15,000
ZAR120,000 - 180,000

63

63
Maud Frances Eyston Sumner (South African, 1902-1985)
'Swiss Lakes'
signed 'Sumner' (lower right)
oil on canvas
81 x 65cm (31 7/8 x 25 9/16in).
£7,500 - 10,000
ZAR90,000 - 120,000

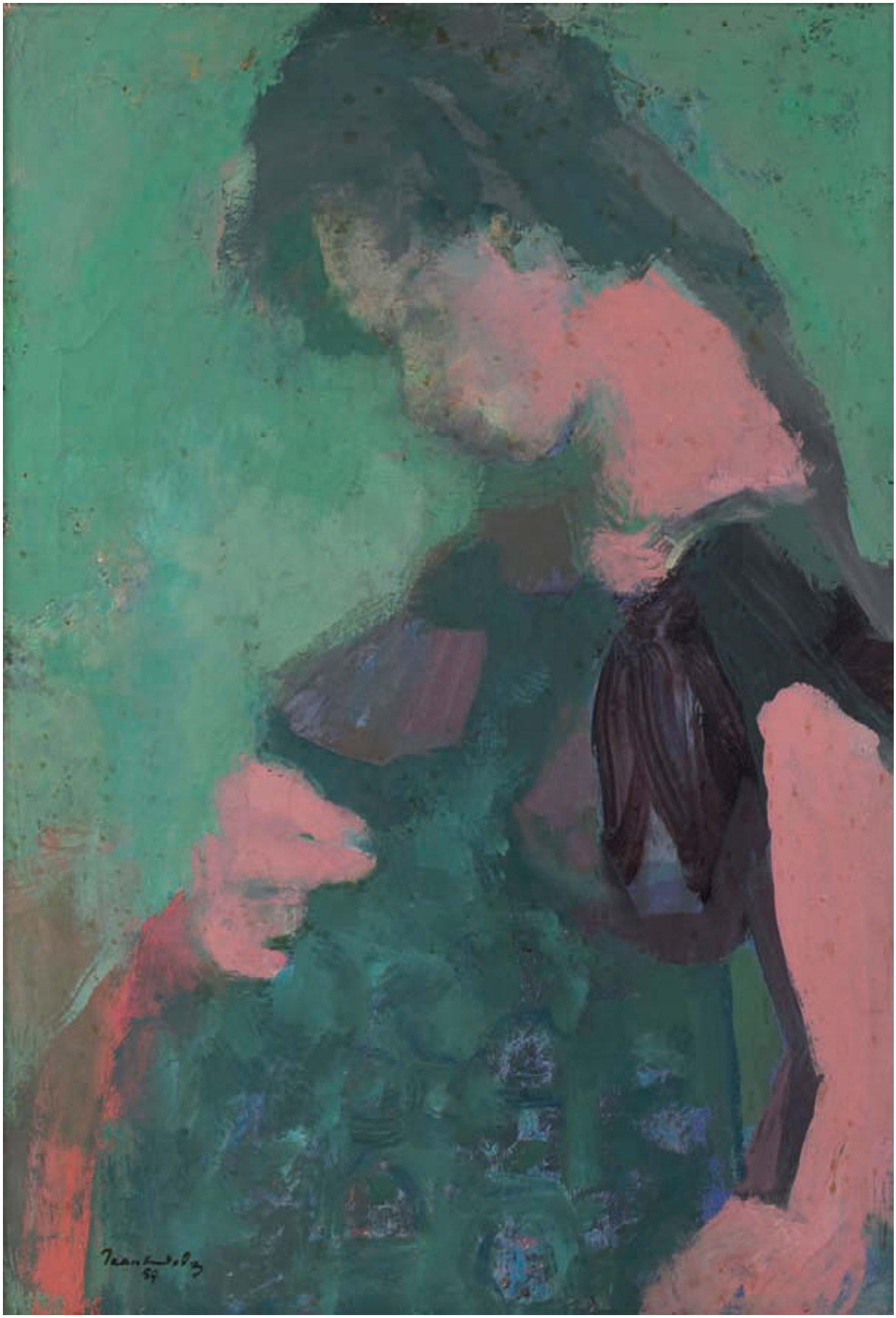
A very similar work, *Comet in the stratosphere, 1947*, is illustrated in Eglington (1967, plate 38), which he describes as a "landmark" painting in the artist's *oeuvre*, "the first of the abstract paintings" (Ibid, p.37).

BIBLIOGRAPHY:
C. Eglington, *Maud Sumner*, (Cape Town, 1967)

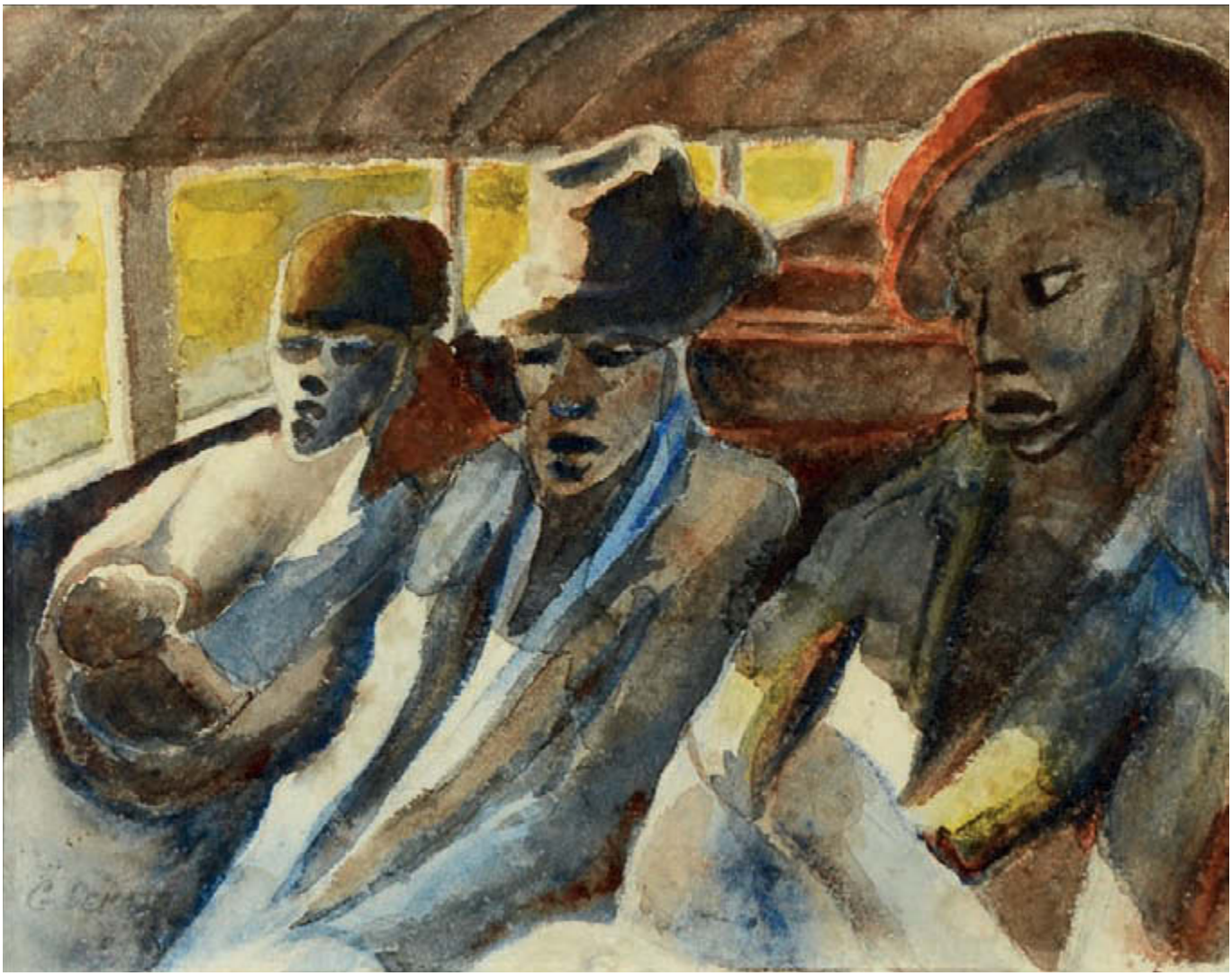
64*
Jean Max Friedrich Welz (South African, 1900-1975)
Expectant mother
signed and dated 'Jean Welz / 59' (lower left)
oil on canvas
67.2 x 46cm (26 7/16 x 18 1/8in).
£12,000 - 18,000
ZAR140,000 - 220,000

In the late 1950s Jean Welz visited the theme of motherhood several times. Having always been inspired by the female form, this focus on maternity was inspired not only by the feminine, but also by the change and inspiration a woman undergoes during pregnancy. "That change in womanhood inspired Welz speaks for itself. Before the umbilical cord is cut at birth, the woman is aware of the change that takes place within her, every day for nine months. Physically, mentally and spiritually she is involved with the growing of another individual inside her. Pregnancy... is one of the most important transformations which takes place in the woman."

BIBLIOGRAPHY:
E. Miles, The World of Jean Welz, (Cape Town, 1997), p. 91



64



65

65
Gerard Sekoto (South African, 1913-1993)
Travellers from Sophiatown
signed 'G. Sekoto' (lower left)
watercolour
23 x 28.5cm (9 1/16 x 11 1/4in).
£15,000 - 20,000
ZAR180,000 - 240,000

IMPORTANT NOTICE:
This lot is in South Africa. Therefore it is not subject to VAT on either the hammer price or the buyer's premium. Payment for this lot may be made in Sterling in London or in South African Rand through our Johannesburg office using the published rate of exchange on the date of the auction and collection must be made through our Johannesburg office. Buyers who intend to export this lot from South Africa must apply to the South African Heritage Resources Agency (SAHRA) for the relevant export permit. Please contact the department for further information.

66
Gerard Sekoto (South African, 1913-1993)
Rural scene
signed 'G Sekoto' (lower right)
oil on canvas
22.2 x 27cm (8 3/4 x 10 5/8in).
£8,000 - 12,000
ZAR96,000 - 140,000

66

67

67*
Gerard Sekoto (South African, 1913-1993)
Figures in a township
signed and dated 'G Sekoto '63' (lower right)
gouache
30 x 47cm (11 13/16 x 18 1/2in).(image size)
£6,000 - 9,000
ZAR72,000 - 110,000

68
Gerard Sekoto (South African, 1913-1993)
African dancers
signed and dated 'G Sekoto 66' (lower right)
gouache
37 x 51cm (14 9/16 x 20 1/16in).
£12,000 - 18,000
ZAR140,000 - 220,000

68

69

69
Willem Hermanus Coetzer (South African, 1900-1983)
Still life with bottles
signed and dated 'WH Coetzer 64' (lower left)
oil on canvasboard
41 x 51cm (16 1/8 x 20 1/16in).
£2,500 - 3,500
ZAR30,000 - 42,000

"Coetzer places conscious emphasis on the effects of various geometrical elements of composition in achieving a sense of action, distance, or repose. These elements are, however, always cloaked in meticulous pictorial detail; they are introduced to serve the narrative rather than to please the eye."

Better known for his epic compositions of Afrikanerdom, Coetzer preferred to keep his still-lifes for his private satisfaction, and as such, very few are in the possession of private collectors outside his own family.

BIBLIOGRAPHY:
M. Berman, *Art and Artists of South Africa*, (Cape Town, 1983), pp. 102-103

70

71

70
Willem Hermanus Coetzer (South African, 1900-1983)
'A Sunny Corner'
signed and dated 'WH Coetzer 64' (lower right); inscribed with title and further signed 'Wenselots / WH Coetzer / A Sunny Corner' (verso)
oil on composition board
38 x 30cm (14 15/16 x 11 13/16in).
£2,000 - 3,000
ZAR24,000 - 36,000

71
Willem Hermanus Coetzer (South African, 1900-1983)
'The conference'
signed and dated 'WH Coetzer / 67' (upper right); inscribed with title and further signed 'The conference / W Coetzer' (verso)
oil on composition board
40.5 x 30.3cm (15 15/16 x 11 15/16in).
£2,000 - 3,000
ZAR24,000 - 36,000

72

72*
John Koenakeefe Mohl (South African, 1903-1985)
'To Church in the Windy Rain' or 'Going to Church in Storm'
signed and dated 'J. Koenakeefe Mohl 1969' (lower left); inscribed 'To Church in the Windy Rain/ in Soweto Johannesburg (S.A) 1969/ By J. Koenakeefe Mohl' and bears a description by the artist (verso)
oil on board
64.7 x 96cm (25 1/2 x 37 13/16in).
£10,000 - 15,000
ZAR120,000 - 180,000

The description by the artist attached to the reverse of the painting reads:

'Going to Church in Storm' in Soweto/It is the little yet great inner man/ The soul within the human trunk called/ Person which defies even the Stormy/ rain that I the Christ am putting on the/canvas./I paint the determination that-/ drives them to reach the temple (the -/Church) for worshiping their God./ To them rain or storm is nothing/more than a shower of blessing which/ is the Promise of God/ "There shall be showers of-/blessing/ John Koenakeefe Mohl.'

73
Walter Whall Battiss (South African, 1906-1982)
Bathers
signed 'Battiss' (lower centre)
oil on canvas
40 x 35.5cm (15 3/4 x 14in).
£7,000 - 10,000
ZAR84,000 - 120,000

73

74

74*
Walter Whall Battiss (South African, 1906-1982)
Untitled
signed and dated 'Battiss 66' (lower left)
oil on canvas
30.5 x 25cm (12 x 9 13/16in).
£5,000 - 8,000
ZAR60,000 - 96,000

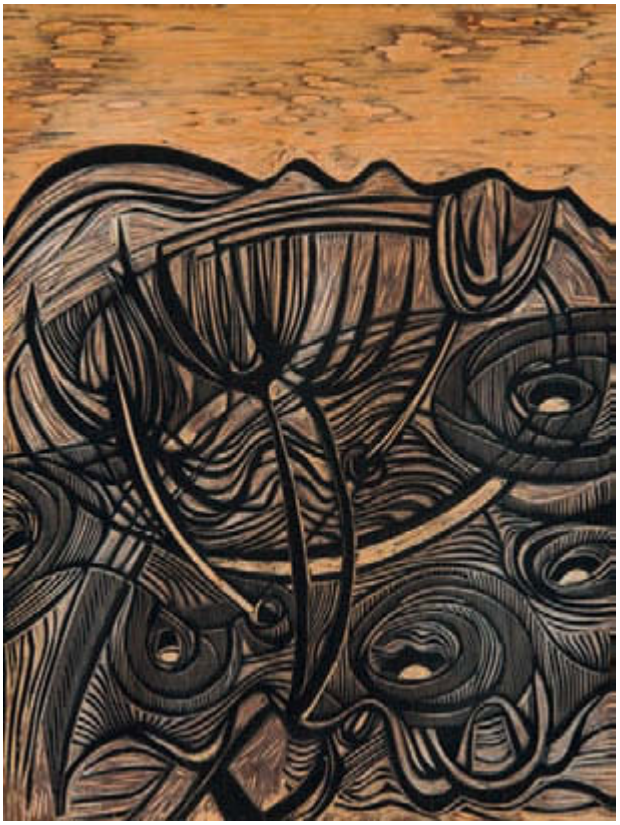
75*
Pranas Domsaitis (South African, 1880-1965)
Two figures
signed 'Domsaitis' (lower right)
oil on board
48.3 x 68.6cm (19 x 27in).
£2,000 - 3,000
ZAR24,000 - 36,000

76*
Bettie Cilliers-Barnard (South African, 1914-2010)
Abstract
signed and dated 'Bettie Cilliers-Barnard / 1967' (lower left)
oil on composition board
76.5 x 51cm (30 1/8 x 20 1/16in).
£3,000 - 5,000
ZAR36,000 - 60,000

75

76

77



78

77*
Cecil Edwin Frans Skotnes (South African, 1926-2009)
Figural group
painting on incised panel
24.7 x 37.5cm (9 3/4 x 14 3/4in).
£4,000 - 6,000
ZAR48,000 - 72,000

78*
Cecil Edwin Frans Skotnes (South African, 1926-2009)
'Fallen Molise'
signed and titled 'Cecil Skotnes / Fallen Molise' and inscribed with an enlarged molise motif (verso)
painting on incised panel
50.2 x 37.4cm (19 3/4 x 14 3/4in).
£3,000 - 5,000
ZAR36,000 - 60,000

79

79*
Alexis Preller (South African, 1911-1975)
The Gold Temple
signed and dated 'Preller 68' (lower right)
oil and gold leaf on gesso on panel
86.1 x 98.7cm (33 7/8 x 38 7/8in).
£18,000 - 25,000
ZAR220,000 - 300,000

The present lot is one of a series of 'Gold Temples' or 'Temples of the Sun' (circa 1963-1968), and bears a remarkable resemblance to the central canvas of *Gold Temple*, 1966, a triptych exhibited at the Pretoria Art Museum retrospective in 1972 (cat. 129).

"Preller did not use gold leaf in the paintings of this period solely for its ornamental value. Gold, he felt, reflected the divine light of spirituality. It had associations with the sacred solar discs of the Egyptians; it symbolised the radiance of enlightenment to Buddhists."

BIBLIOGRAPHY:
E. Berman & K. Nel, *Alexis Preller: Collected Images*, (Johannesburg, 2009), pp.208-211

80

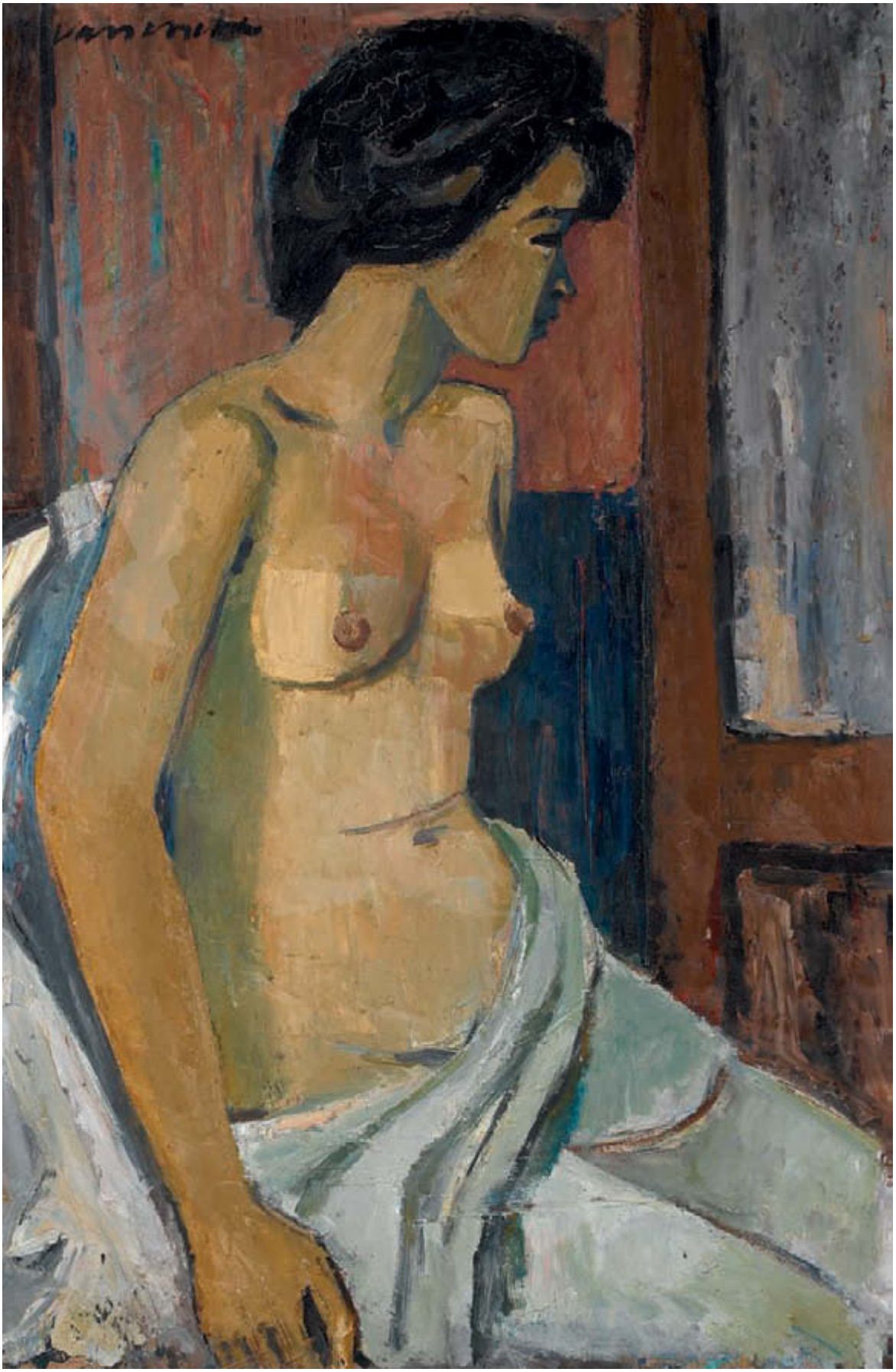
81

82

80
Ephraim Mojalefa Ngatane (South African, 1938-1971)
Three figures
signed 'E. Ngatane' (lower right)
oil on board
75.6 x 120.5cm (29 3/4 x 47 7/16in).
£7,500 - 10,000
ZAR90,000 - 120,000

81
Errol Stephen Boyley (South African, 1918-2007)
Cattle grazing below mountains
signed 'Errol Boyley' (lower right)
oil on board
50 x 75cm (19 11/16 x 29 1/2in).
£3,000 - 5,000
ZAR36,000 - 60,000

82*
Francois Krige (South African, 1913-1994)
Kalahari deer
signed, dated and numbered 'Francois Krige/ 1966/ 2/18' (to haunch)
bronze
13 x 28 x 15cm (5 1/8 x 11 x 6in). (including base)
on granite base
£4,000 - 6,000
ZAR48,000 - 72,000



83

84

83*
Maurice Charles Louis van Essche (South African, 1906-1977)
Nude
signed 'van essche' (upper right)
oil on composite board
91.5 x 61cm (36 x 24in).
£20,000 - 30,000
ZAR240,000 - 360,000

84*
Maurice Charles Louis van Essche (South African, 1906-1977)
Sleeping nude
signed and dated 'van essche 1968' (upper right)
oil on board
53 x 72cm (20 7/8 x 28 3/8in).
£15,000 - 20,000
ZAR180,000 - 240,000

PROVENANCE:
With Gallery 101, Johannesburg
Sale, Sotheby's, Johannesburg, 6 November 1984, lot 147
A private collection

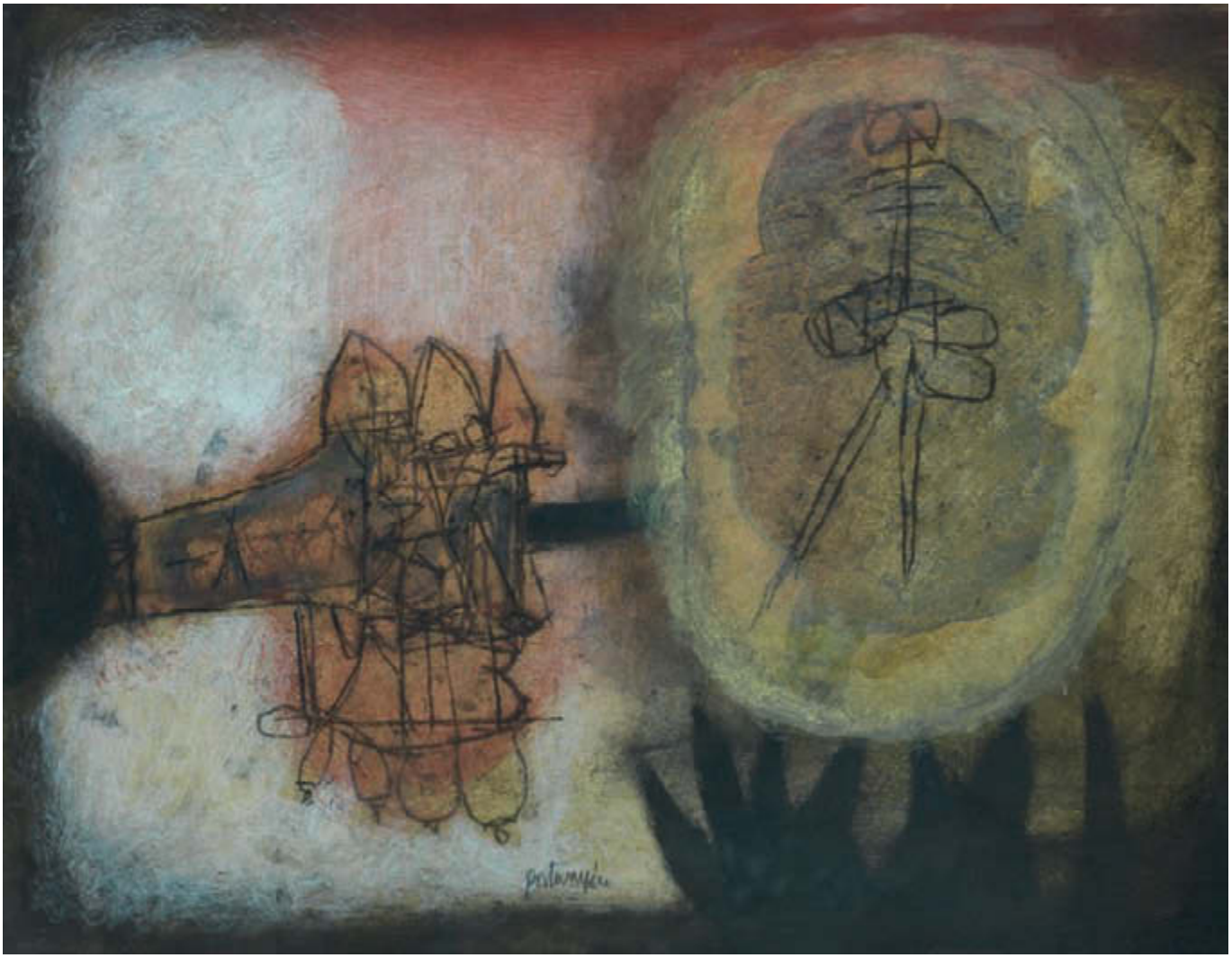
85

85
Sydney Alex Kumalo (South African, 1935-1988)
Upright figure, circa 1974 (from edition of 5)
signed and indistinctly numbered 'Kumalo / ?/5' (to base)
bronze
65cm (25 9/16in) high
£12,000 - 18,000
ZAR140,000 - 220,000

PROVENANCE:
Acquired from the Goodman Gallery, Sandton, by the current owner, circa 1974

86*
Douglas Portway (South African, 1922-1993)
'Erotica'
signed 'Portway' (lower left); inscribed with title 'Erotica' and bears Drian Gallery stamp (verso)
oil on canvas
130.5 x 96cm (51 3/8 x 37 13/16in).
£10,000 - 15,000
ZAR120,000 - 180,000

86



87

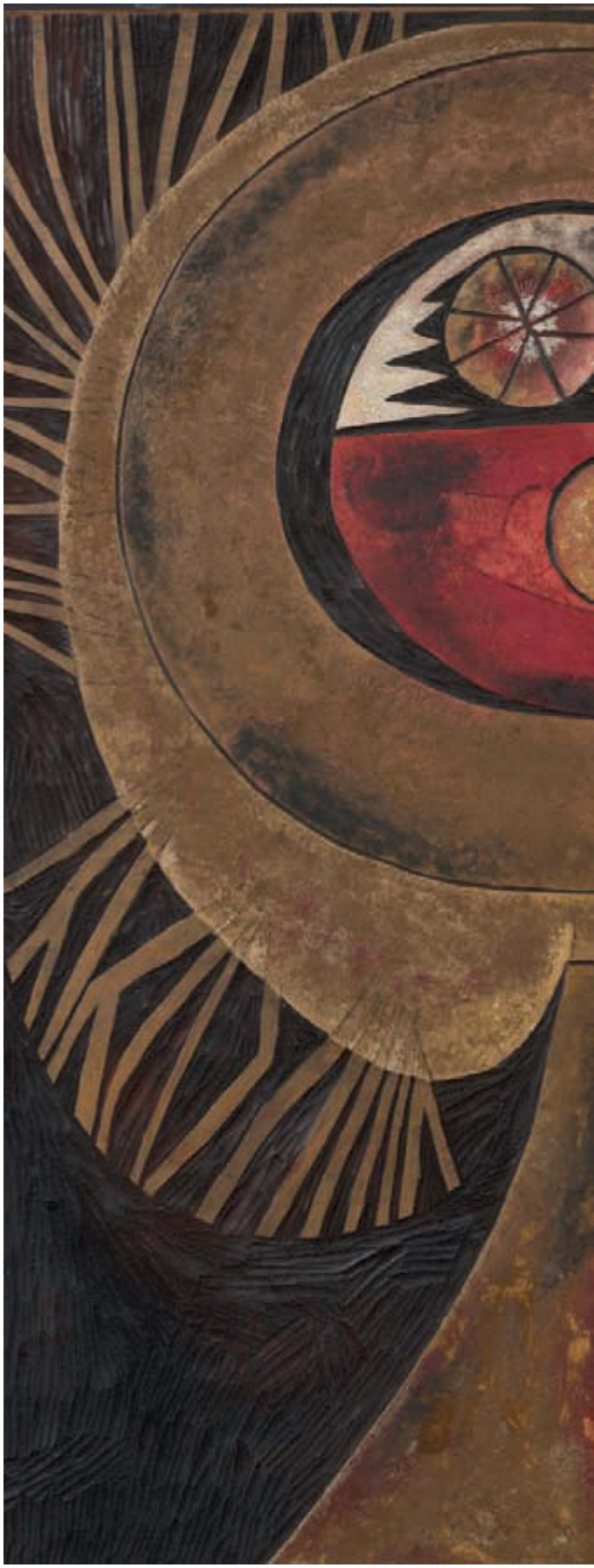
87*
Douglas Portway (South African, 1922-1993)
Abstract
signed and dated 'Portway 64' (lower centre)
pastel
52 x 39.4cm (20 1/2 x 15 1/2in).
£2,000 - 3,000
ZAR24,000 - 36,000

88

88
Edoardo Villa (South African, 1920-2011)
Abstract form
signed and dated 'E. Villa 1970'
bronze
36 x 28 x 27cm (14 3/16 x 11 x 10 5/8in)
£4,000 - 6,000
ZAR48,000 - 72,000

89
Cecil Edwin Frans Skotnes (South African, 1926-2009)
Saul and David
painting on incised panel
122 x 100.5cm (48 1/16 x 39 9/16in).
£30,000 - 50,000
ZAR360,000 - 600,000

A similar, larger work of the same title is in the collection of the Pretoria Art Museum (illustrated in F. Harmsen ed., *Cecil Skotnes*, Cape Town, 1996, p.202) and helps us date the present lot to circa 1971.



89

90

91

90*
Cecil Edwin Frans Skotnes (South African, 1926-2009)
Shaka the Warrior
signed 'Skotnes' (lower right)
painting on incised panel
76 x 60cm (29 15/16 x 23 5/8in).
£25,000 - 35,000
ZAR300,000 - 420,000

The present lot compares closely to the first woodcut in Skotnes's *The Assassination of Shaka* series (1973).

91*
Cecil Edwin Frans Skotnes (South African, 1926-2009)
Dingane and Mhlangana
signed 'C Skotnes' (lower right)
painting on incised panel
76 x 91.5cm (29 15/16 x 36in).
£12,000 - 18,000
ZAR140,000 - 220,000

The present lot dates from circa 1972, when the artist was working on the *Shaka* Epic, which he worked on for over fifteen months, making drawings, studies and the one hundred and fifty blocks needed for printing.

Shaka Zulu (c.1787-1828) was the most famous and influential Zulu king who, by the end of his ten year reign, ruled over 250,000 people. He was a military genius who also is revered as the founder of the Zulu nation. At the very height of his power he was assassinated by his two half-brothers, Dingane and Mhlangana.

The artist said of his subject:

"The Shaka epic was visualised after I became acquainted with the main elements of his story. It started as an interest in the man, and became an obsession to give him his rightful place as the most important historical figure of the first half of the nineteenth century.

"He appealed to me for several reasons: hero in the classical mould, warrior, statesman, 'creator of the Zulu empire', tactician and commander.

"Owing to his action the whole of the tribal life of Southern Africa, even as far as the great lakes of central Africa, was redistributed, thus laying the foundations for the white move into the interior and subsequently the establishment of the various present-day black states, but I also wished to maintain the legendary aspects of his character."

"I was totally absorbed by the man and loved him as I probed his story. He seemed to laugh at civilization as we know it. He indicated that the new Africa would take what it wanted from our world and use it for its own purposes".

BIBLIOGRAPHY:
F. Harmsen (ed.), *Cecil Skotnes*, (Cape Town, 1996), pp.32-34

92*
Cecil Edwin Frans Skotnes (South African, 1926-2009)
Two figures
signed and dated 'C Skotnes 76' (lower left)
painting on incised panel
121.9 x 121.9cm (48 x 48in).
£25,000 - 35,000
ZAR300,000 - 420,000

92

93*
Francois Krige
(South African, 1913-1994)
Lesotho village scene

–

Francois Krige (South African, 1913-1994)
Lesotho village scene
signed and dated 'Krige 79' (lower left)
oil on canvas laid to board
69 x 100cm (27 3/16 x 39 3/8in).
£50,000 - 80,000
ZAR600,000 - 960,000

–

93

93*
Francois Krige
Lesotho village scene

The pendant painting to *Basotho village scene*, sold in these rooms in March 2011, *Lesotho village scene* is one of two works painted by Francois Krige in 1979 which fondly recalls his travels to the area in the late 1930s. By 1979 Krige had enjoyed a full and varied life and began, with the wisdom of an older man, to look back over his life, revisiting his most precious moments and capturing them for the future on canvas.

As a young man in 1937, Krige's family moved to Bethlehem in the Free State. He visited them often and enjoyed long walks and hikes in what was then Basutoland (today Lesotho). Lesotho's people fascinated him and he filled his sketchbooks with figure studies. In 1939 Krige embarked on a trip to Lesotho with his brother Uys, Walter Battiss, and Terence McCaw. Led by a Basotho guide, the four young men spent a week travelling through the mountains.

"The painting is stylised with bright Basotho blankets adding a series of patterns to the composition, and there is a romantic, dreamy feel enhanced by the narrow range of hue and the colourful layered mountains. The image comes across as a painted memory: the figures even seem to float ethereally above the ground."

Bibliography
J. Fox, *The Life and Art of Francois Krige*, (Fernwood, 2000), p. 105

“Stylised with bright Basotho blankets”

94*
Francois Krige (South African, 1913-1994)
'On board ship'
signed 'Krige' (lower right)
oil on canvas
72 x 87cm (28 3/8 x 34 1/4in).
£25,000 - 35,000
ZAR300,000 - 420,000

PROVENANCE:
A private collection

LITERATURE:
Justin Fox, *The life and art of Francois Krige*, (Vlaeberg, 2000), illustrated p. 61

On Board Ship is an example of work inspired by Krige's time as war artist in the Second World War. This piece differs to his other war artworks by the richness of the colours used, a consequence of the artist revisiting this period of his life in his more mature years. The scene is of a symptom of war which is often overlooked by war artists and journalists, the group mentality which is formed when at war. It shows an appreciation for the sportsmanship on board military vessels. There is fighting but it undermines horrendous sights of war which are shown in his other of his works.

This gave a different perspective, because it is not directly related to the battlefield. Krige had never directly experienced the adrenalin or pain that comes in battle. He had joined the army as a war artist and so bypassed formal military training. He was forever the spectator, watching the suffering of others and so it could not be said that he ever sought to glorify war, not even in his later days when he was reflecting nostalgically through his artwork on his war days.

Krige's reclusive nature made him very aware of being a spectator, his eyewitness accounts of events show no real physical involvement but certainly demonstrate emotional attachment.

Those of Krige's paintings which were made at war did not show such richness of colour, few other pieces influenced by this period are similarly vibrant. It is a challenge to enjoy colour in a khaki clad world. The scene is recorded as an example of the tedium of this type of travel, and perhaps also the means of ignoring the anticipation of war. His work displaced this drain of colour later in life when he returned to South Africa.

His duty as a war artist was contradictory to his style of painting, he did not favour the depiction of tanks and jeeps but preferred the personal and so he grappled with his subject matter on arriving in Egypt. During the spring of 1944, Krige decided that war had strained his sensitive disposition and he, quite boldly, requested to take leave and enjoy the artistic indulgence that Rome offered. He claimed that he was exhausting the quality in his artwork, he was well respected and was given leave to remain in Rome even at the expense of the military, so proving the admiration he had gained by his work.

"...the mid-eighties reveals a sustained period of nostalgically reinhabiting moments from his youth, from the war years, from his period in Cape Town and most significantly from his early journeys to Namibia and Botswana.

"It was a time for looking back over his life. He revisited the emotional space of the war and repainted scenes of bombed buildings in *Foggia* (1980) and the large troopship oil entitled *On Board Ship*."

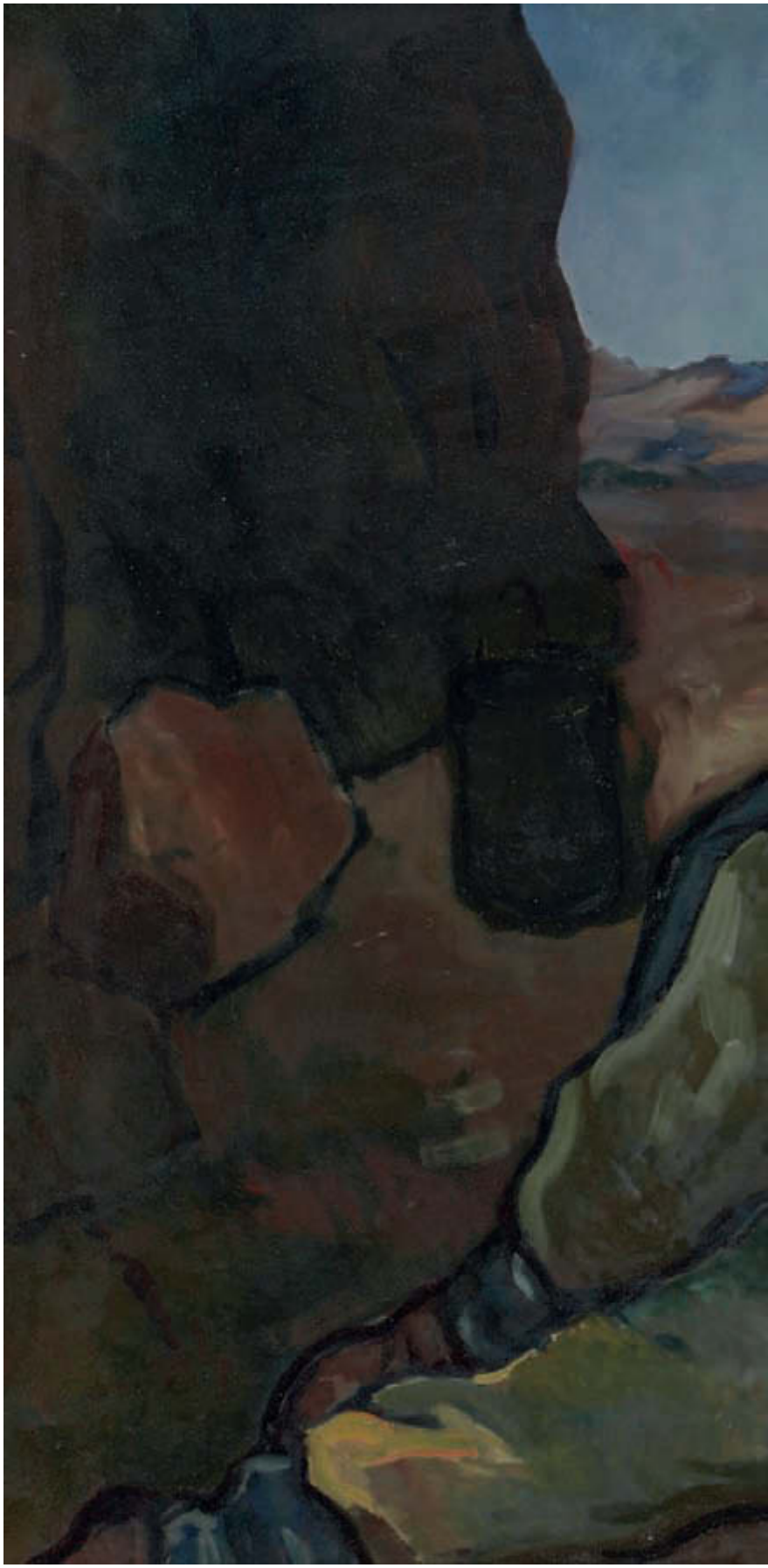
BIBLIOGRAPHY:
Justin Fox, *The life and art of Francois Krige*, (Vlaeberg, 2000), p. 105

94

95*
Francois Krige (South African, 1913-1994)
Krisjan
signed and indistinctly dated 'Krige' (lower right)
oil on composition board
50.2 x 65.8cm (19 3/4 x 25 7/8in).
£15,000 - 20,000
ZAR180,000 - 240,000

"In this small village oasis Krisjan is painted as the emblem of a broken humanity. The folds in his face are pages blackened by history, marked in a foreign tongue. Krisjan is King Lear. His majesty and his massive presence fill the cloth. Krisjan is a deposed ruler seen through the eyes of Rembrandt. He comes from a long way away down the ages. Then Francois Krige paints Krisjan as Montagu knows him: a hang-about, bum, drifter, beggar, sleeping wherever the alcohol closes in upon him in rain or in sun, the sad nomad with filthy rags twisted around the head, an oversized and shapeless and torn overcoat, all his belongings in the one bag slung across his shoulder."

BIBLIOGRAPHY:
B. Breytenbach, *Dog Heart*



95

96

96
John Meyer (South African, born 1942)
'After visiting Lionel'
signed 'John Meyer' (lower left); inscribed, further signed and numbered 'After visiting Lionel JMeyer 3159' (verso)
oil on canvas
47 x 51cm (18 1/2 x 20 1/16in).
£7,000 - 10,000
ZAR84,000 - 120,000

97
John Meyer (South African, born 1942)
'Marsh Pool'
signed 'John Meyer' (lower right); inscribed with title, dated and signed with initials and bears gallery label 'Marsh Pool / 1975 JM' (verso)
acrylic on board
37.8 x 60.3cm (14 7/8 x 23 3/4in).
£4,000 - 6,000
ZAR48,000 - 72,000

97

98

99

98*
George Mnyalaza Milwa Pemba (South African, 1912-2001)
Prophetess
signed and dated 'MMPEMBA 46' (upper left)
oil on canvas
34.9 x 26.6cm (13 3/4 x 10 1/2in).
£10,000 - 15,000
ZAR120,000 - 180,000

99*
George Mnyalaza Milwa Pemba (South African, 1912-2001)
'Sangoma'
signed and dated 'M Pemba / 74' (upper right)
oil on panel
34 x 46cm (13 3/8 x 18 1/8in).
£12,000 - 18,000
ZAR140,000 - 220,000

100

101

100*
Leonard Matsoso (South African, born 1949)
'African Prophet II'
title, signed and dated 'African Prophet II / Leonard Matsoso 73' (lower right)
oil on paper with scratching
101.5 x 158cm (39 15/16 x 62 3/16in).
£6,000 - 9,000
ZAR72,000 - 110,000

PROVENANCE:
With Goodman Gallery, Johannesburg

101*
Keith Alexander (South African, 1946-1998)
'The Boulder'
signed and dated 'Alexander '88' (lower right)
oil on canvas
92 x 122cm (36 1/4 x 48 1/16in).
£25,000 - 35,000
ZAR300,000 - 420,000

PROVENANCE:
Collection of the artist
Thence by descent to the current owner

102

102*
Keith Alexander (South African, 1946-1998)
'The Rock'
signed and dated 'Alexander '88' (lower right)
oil on canvas
92.1 x 121.6cm (36 1/4 x 47 7/8in).
unframed
£20,000 - 30,000
ZAR240,000 - 360,000

PROVENANCE:
Collection of the artist
Thence by descent to the current owner

103
Keith Alexander (South African, 1946-1998)
'Saddle Hill'
signed and dated 'Alexander 92' (lower left); inscribed with title, further signed and dated 'Saddle Hill Keith Alexander 1992' (verso)
oil on canvas
122 x 152.5cm (48 1/16 x 60 1/16in).
£15,000 - 20,000
ZAR180,000 - 240,000

103

104
Cecil Edwin Frans Skotnes (South African, 1926-2009)
Figure on black background
signed 'C Skotnes' (lower right)
painting on incised panel
75.5 x 92cm (29 3/4 x 36 1/4in).
£15,000 - 20,000
ZAR180,000 - 240,000

PROVENANCE:
Acquired from the Goodman Gallery, Sandton, by the current owner

104

105

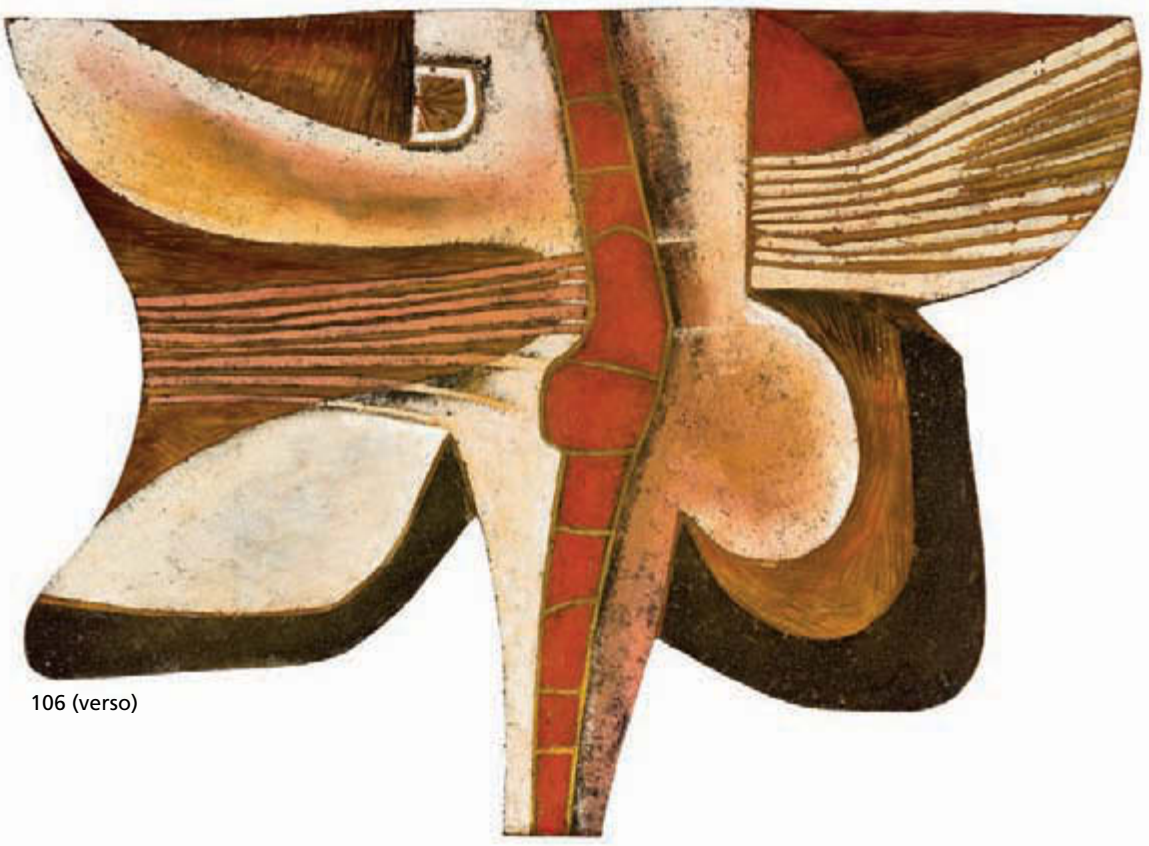
105
Cecil Edwin Frans Skotnes (South African, 1926-2009)
Totem 'The Family'
signed and dated 'C Skotnes / 82' (verso)
painting on incised panel
240 x 21.5cm (94 1/2 x 8 7/16in).
£15,000 - 20,000
ZAR180,000 - 240,000

PROVENANCE:
Acquired from the Goodman Gallery, Sandton, by the current owner, circa 1982

106*
Cecil Edwin Frans Skotnes (South African, 1926-2009)
Double-sided head
painting on incised panel
76 x 54cm (29 15/16 x 21 1/4in).
£8,000 - 12,000
ZAR96,000 - 140,000

PROVENANCE:
Gifted to the current owner by a friend circa 1980

106 (recto)

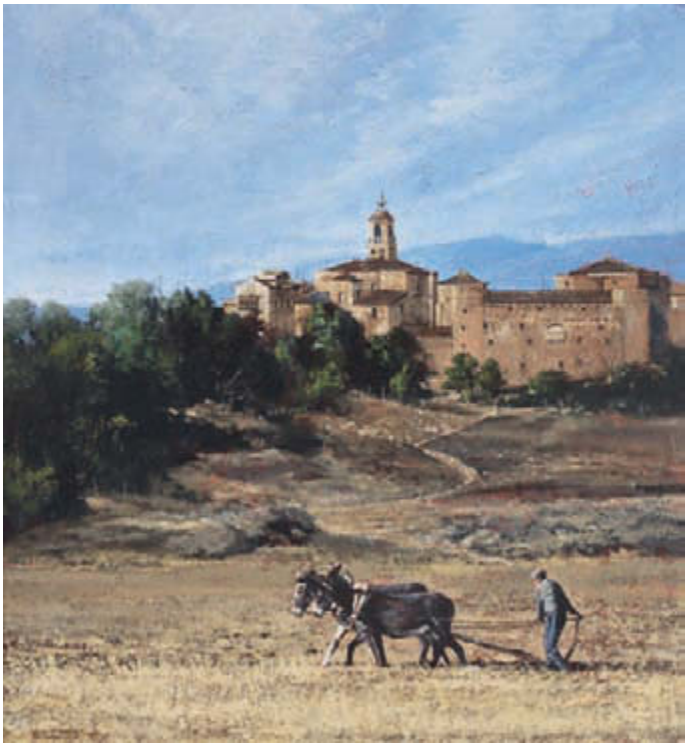


106 (verso)

107

107*
Cecil Edwin Frans Skotnes (South African, 1926-2009)
Ancestor VII and VIII, a pair
each signed 'C. Skotnes' (lower left);
each bears Goodman Gallery label (verso)
oil and inlaid bronze on incised panel
44 x 34cm (17 5/16 x 13 3/8in) each.
£8,000 - 12,000
ZAR96,000 - 140,000

107



108

109

108
John Meyer (South African, born 1942)
'Puebla de Sanabria'
signed 'John Meyer' (lower left); inscribed, further signed and numbered 'Puebla de Sanabria JMeyer 3399' (verso)
oil on canvas
51 x 47.3cm (20 1/16 x 18 5/8in).
£4,000 - 6,000
ZAR48,000 - 72,000

109
John Meyer (South African, born 1942)
'To the willows'
signed 'John Meyer' (lower right); inscribed with title and numbered 'To the willows 2159' (verso)
oil on canvas
36 x 25.5cm (14 3/16 x 10 1/16in).
£2,500 - 3,500
ZAR30,000 - 42,000

110
Lucas Tandokwazi Sithole (South African, 1931-1994)
'Waving in the water'
signed 'L T Sithole' (to base)
carved wood on tambotie base
67cm (26 3/8in) high (including base).
executed in 1990
£10,000 - 15,000
ZAR120,000 - 180,000

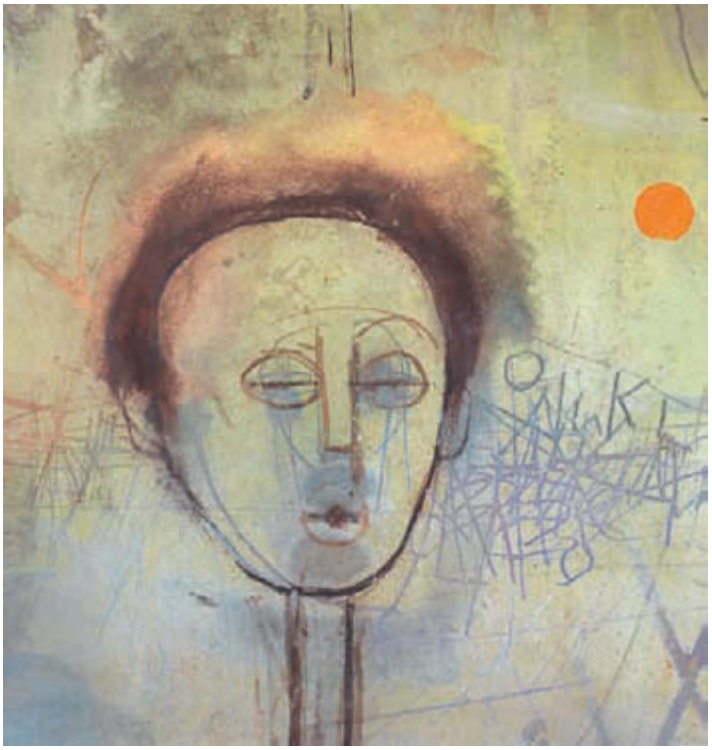
PROVENANCE:
With Gallery 21, Johannesburg
A private collection

EXHIBITED:
Johannesburg, Gallery 21, 1991

LITERATURE:
Southern Africa Today (Pretoria, March 1992), illustrated p. 36

The present work is listed on Fernand F. Haenggi's online catalogue, number LS9006

110



111

112

111
Winston Churchill Masakeng Saoli (South African, 1950-1995)
Man in torment
signed 'W Saoli' (lower right)
oil on board
28 x 27.3cm (11 x 10 3/4in).
£800 - 1,200
ZAR9,600 - 14,000

112
Keith Alexander (South African, 1946-1998)
'Cobra'
signed and dated 'Alexander 93' (lower right); inscribed with title, further signed and dated 'Cobra / K. Alexander 1993' (verso)
oil on canvas
30.5 x 23cm (12 x 9 1/16in).
£4,000 - 6,000
ZAR48,000 - 72,000

113
Keith Alexander (South African, 1946-1998)
'Falling Arch'
signed and dated 'Alexander 93' (lower right); inscribed with title, further signed and dated 'Falling Arch Keith Alexander 1993' (verso)
oil on canvas
91.5 x 61cm (36 x 24in).
£8,000 - 12,000
ZAR96,000 - 140,000

113

114

115

114
Keith Alexander (South African, 1946-1998)
'Small town incident'
signed 'Alexander 93' (lower right); inscribed with title, further signed and dated 'Small town incident / K Alexander 1993' (verso)
oil on canvas
40.5 x 30cm (15 15/16 x 11 13/16in).
£3,000 - 5,000
ZAR36,000 - 60,000

115
Alan Kluckow (South African, born 1946)
'Hanging Chair'
bears gallery label (verso)
acrylic on board
65 x 60cm (25 9/16 x 23 5/8in).
£1,200 - 1,800
ZAR14,000 - 22,000

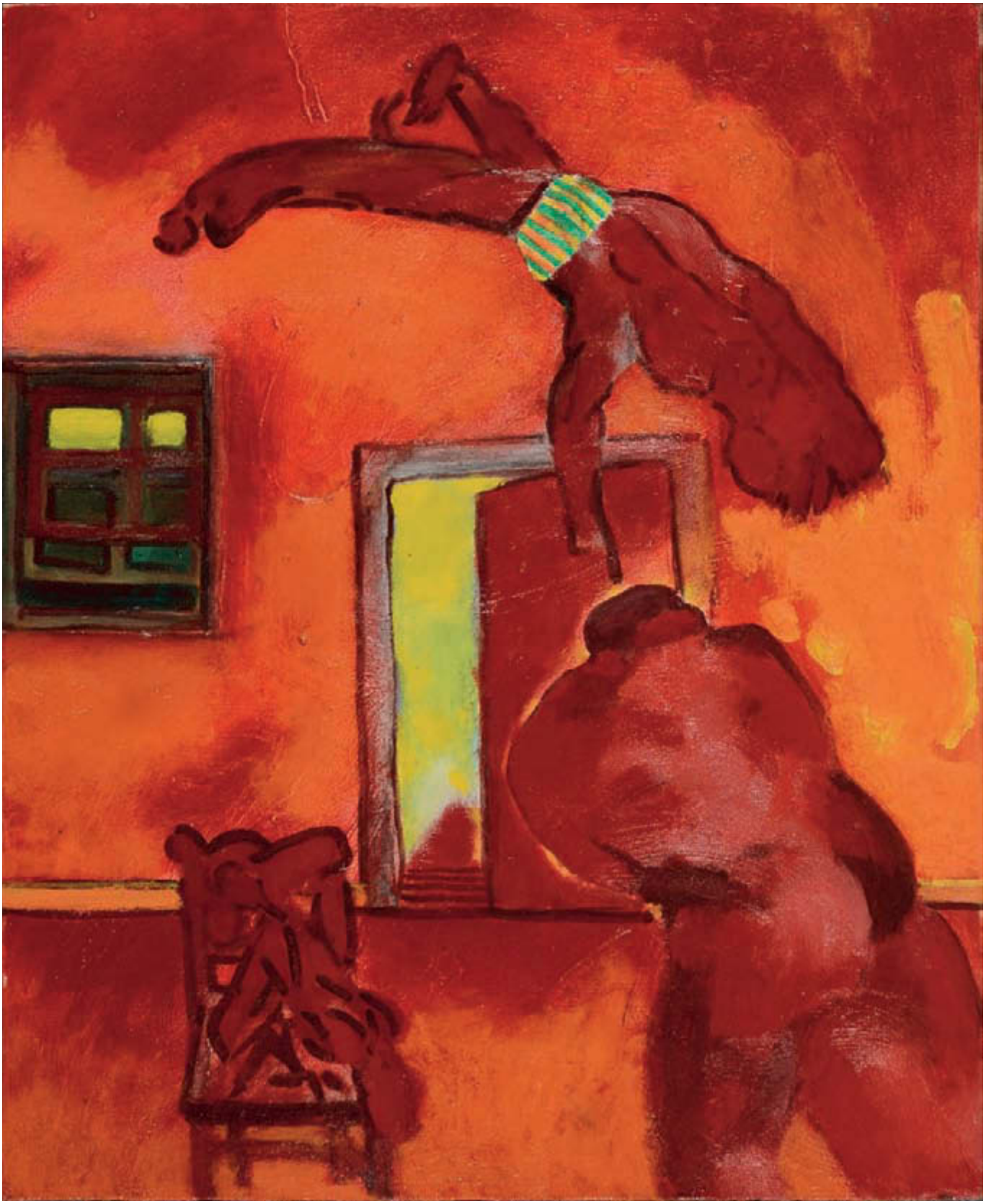
PROVENANCE:
With Everard Read Gallery, Johannesburg
A private collection

116
Zwelethu Mthethwa (South African, born 1960)
Transition (1998)
signed and dated 'Zwelethu 98' (lower right)
chalk pastel on cotton paper
139 x 107cm (54 3/4 x 42 1/8in).
£5,000 - 8,000
ZAR60,000 - 96,000

PROVENANCE:
Goodman Gallery, Johannesburg

EXHIBITED:
London, Serpentine Gallery
Johannesburg, Goodman Gallery

116



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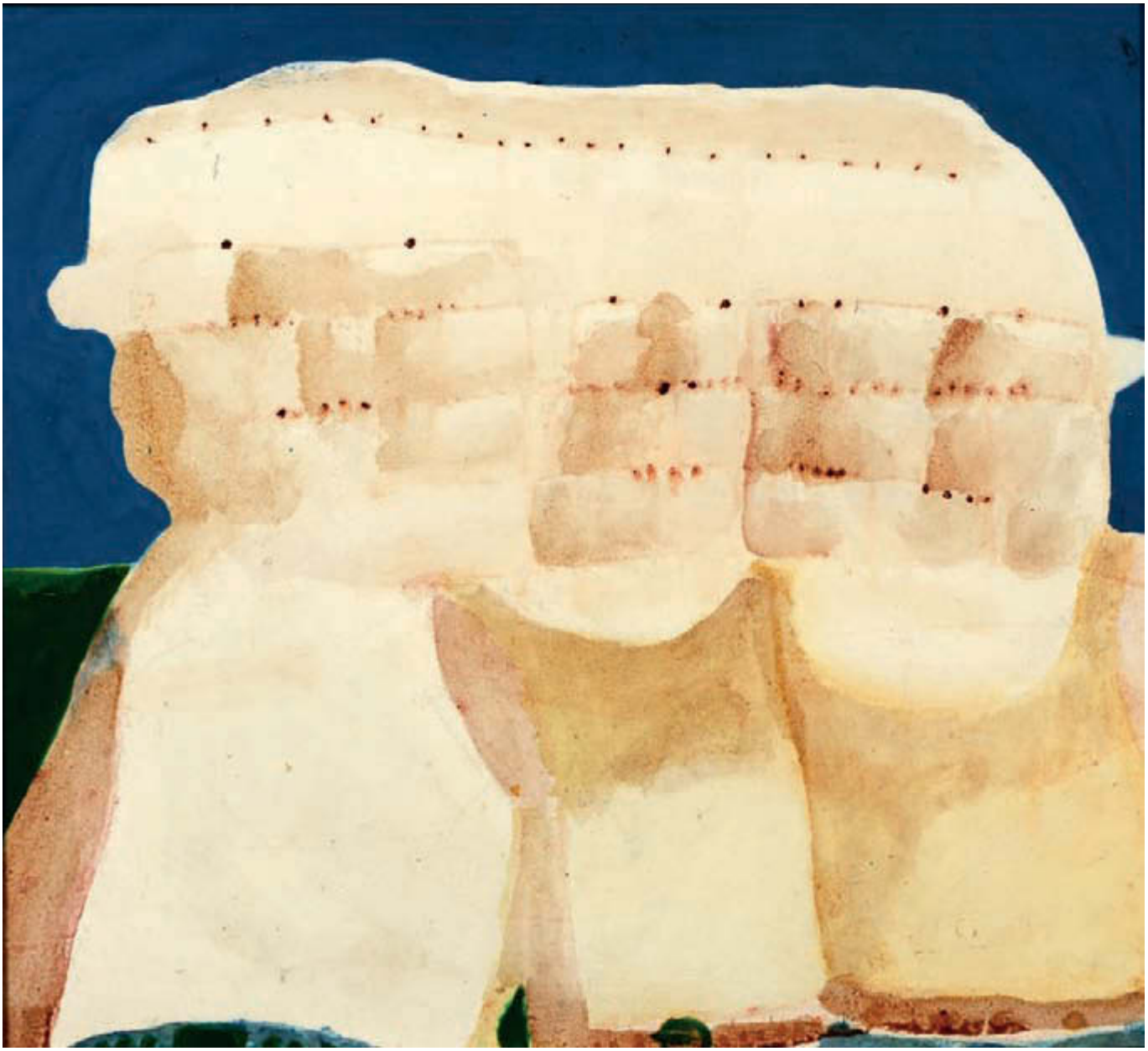

118

117*
Robert Griffiths Hodgins (South African, 1920-2010)
'The Annunciation to Mario'
signed, inscribed with title, dated and dedicated 'Robert Hodgins / The Annunciation To Mario / 1993 / For George and Christopher / Xmas 1995 / Love, Gratitude, Respect, R' (verso)
oil on canvas
50.5 x 41cm (19 7/8 x 16 1/8in).
£4,000 - 6,000
ZAR48,000 - 72,000

118*
Robert Griffiths Hodgins (South African, 1920-2010)
'Young Villains'
numbered, titled, dated and signed 'no.65, Young Villains, (1990), 'R.J Hodgins' (to affixed label verso)
oil on board
35 x 39.5cm (13 3/4 x 15 9/16in).
£3,000 - 5,000
ZAR36,000 - 60,000

119

119*
Dylan Lewis (South African, born 1964)
Leopard stalking
signed and numbered 'Dylan Lewis 4/15' (to lower base at rear)
bronze
32 x 96 x 14cm (12 5/8 x 37 13/16 x 5 1/2in).
£10,000 - 15,000
ZAR120,000 - 180,000

120*
William Joseph Kentridge (South African, born 1955), Deborah Margaret Bell (South African, born 1957) and Robert (Griffiths) Hodgins (South African, 1920-2010)
'Taking Strength from the Past'
numbered '2/10' (lower left); inscribed with title 'Taking Strength from the Past' (lower centre); signed 'Kentridge Bell Hodgins' (lower right)
applied laser print
144 x 102cm (56 11/16 x 40 3/16in).
£4,000 - 6,000
ZAR48,000 - 72,000

taking strength from the Past
4·30 am the General Dreams
5·17 am Sedition in the Air
3·00 pm Easing the passing of the hours

121*
William Joseph Kentridge
(South African, born 1955)
'Anti-Waste'

–

William Joseph Kentridge (South African, born 1955)
'Anti-Waste'
signed 'Kentridge' (lower right)
oil and charcoal on canvas
118 x 158cm (46 7/16 x 62 3/16in).
£150,000 - 200,000
ZAR1,800,000 - 2,400,000

–

121

KENTRIDGE

“I had in my mind an image of Delacroix’s painting Liberty Guiding the People: 28 July 1830, as well as another image of a dancing woman clothed in newspapers.”

121*
William Joseph Kentridge
'Anti-Waste'

The present work dates to about 1990, as William Kentridge started work on *Mine*, the third film in his series *9 Drawings for Projection* (1989-2003). South Africa was on the cusp of political change, in the tentative years between the release of Nelson Mandela from prison, the unbanning of political organisations and the free elections of 1994, and Kentridge was gaining renown as one of the country's most important and innovative polymath artists.

"When I set out to make the film *Mine* (1991), my determination was firstly that it would have a woman protagonist and secondly that it would not involve Soho Eckstein, the mine-owner and the central character in the other three films. I had in my mind an image of Delacroix's painting *Liberty Guiding the People: 28 July 1830* (1830), as well as another image of a dancing woman clothed in newspapers. I was determined to have a clear storyboard before commencing on the film. For two weeks I looked into space and brooded. I drew my vision of *Liberty Guiding the People*, got nowhere and then conceded. I would allow myself to start with Soho, the war-horse from the other films. He would make a short entrance before his daughter, Liberty Eckstein, took over. In the end she did not get a look-in. I had to relinquish my determination and find a gentle entrance to the film."

While Liberty may not have made it as a character in *Mine*, she inhabits several of Kentridge's works from the time, including *Anti-Waste* in its charcoal, print and present forms and *Arc Procession (Smoke, Ashes, Fable)* (1990). She would later morph into the more macabre 'bodies in landscapes' hidden under sheets of newspaper present in Kentridge's films of the mid 1990s. "The ephemerality of paper, too, is a recurring theme in his work as he depicts newspapers flying as detritus through the urban landscape and at times covering the faces and the bodies of those killed by state violence."

Another version of *Anti-Waste* was produced as part of the *Little Morals* portfolio published by the Caversham Press in 1991. The work also exists in a charcoal version.

Bibliography
'Artist's writings' in *William Kentridge*, (London, 1999), p. 116
S. Stewart, 'Resistance and Ground: The Prints of William Kentridge' in *William Kentridge Prints*, (Johannesburg, 2006), p. 17

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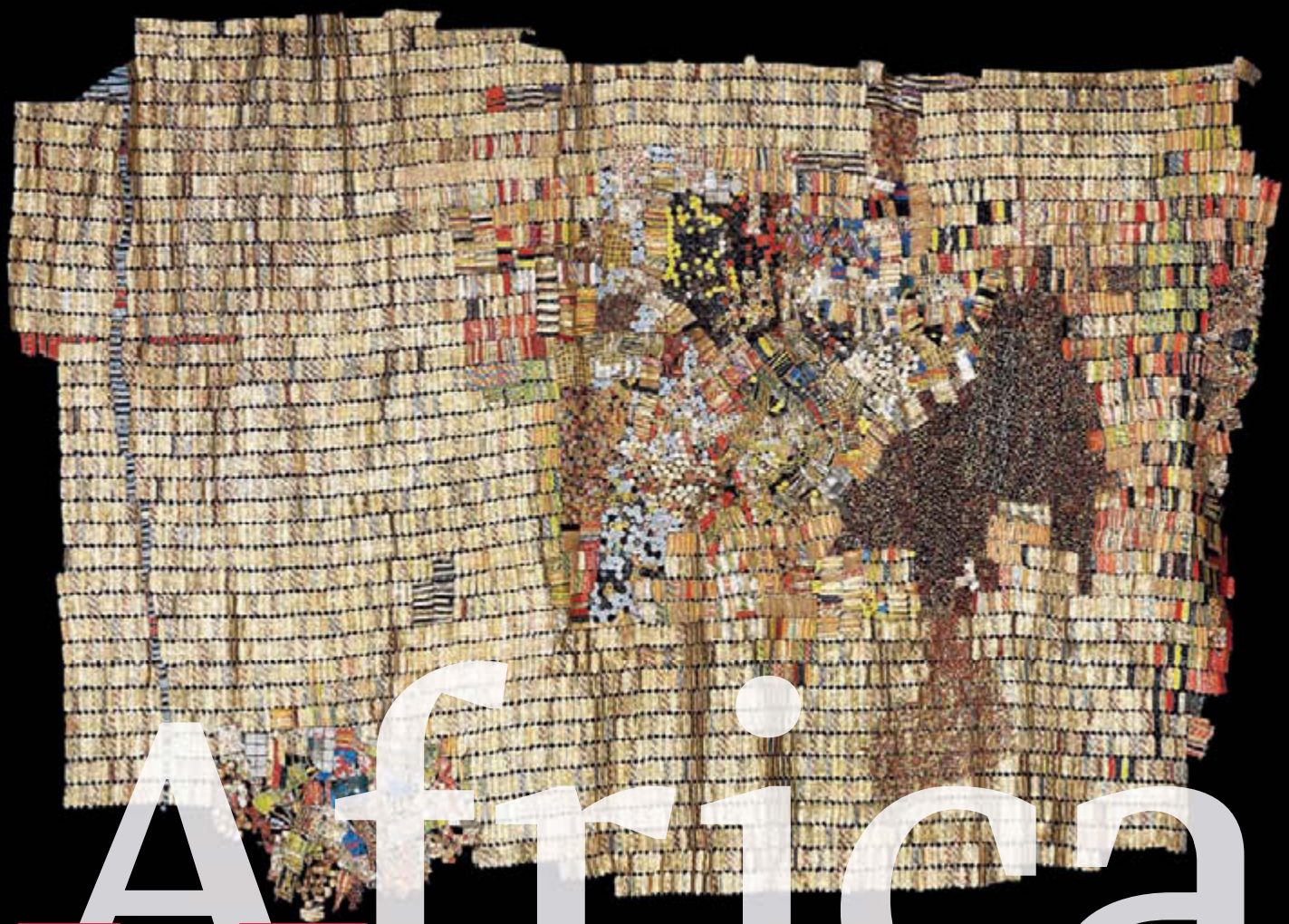
Bonhams 1793



Africa Now

Wednesday 23 May 2012 at 2pm
New Bond Street, London

+44 (0) 20 7468 8216
catherine.gioulekas@bonhams.com

El Anatsui (Ghanaian, born 1944)
'New World Map'
aluminium bottle caps and copper wire
£500,000 - 800,000

International Auctioneers and Valuers - **bonhams.com/africanow**

Bonhams 1793

The Greek Sale

Tuesday 22 May 2012
New Bond Street, London

Closing date for entries
Thursday 1 March 2012

+44 (0) 20 7468 8314
olympia.pappa@bonhams.com

Alecos Fassianos (Greek, born 1935)
Perseas and Andromeda (detail)
acrylic on canvas
146 x 342 cm.
Sold for £217,250 (November 2011)

Celebrate South African art

The Ifa Lethu Foundation is a South African based not-for-profit organization which was formed in November 2005 to deal with challenges in the cultural heritage sector. These challenges included the location, protection and repatriation of South African cultural heritage that was created during the struggle era and found its way out of the country during those turbulent years. Ifa Lethu uses this cultural heritage to empower communities, alleviate poverty through creative development projects and heal their nation.

Founded out of the efforts of former diplomats - from the UK, Australia and other countries - and by their generous donations of their own collections, these diplomats supported South Africa's struggling black artists during the 1970s and 1980s. Many of these business executives and diplomats risked arrest by finding and supporting 'township' artists and buying their art works.

Since founded, Ifa Lethu today manages SA's largest heritage repatriation and creative entrepreneurial development efforts.
Art Collections repatriated from around the globe have been used for educating South African youth and children as to their cultural heritage, and encouraging troubled youth in geographically isolated areas to develop their own creative thoughts and endeavours.

The Foundation is currently engaged in the development and economic growth of the creative sectors in South Africa. This allows Ifa Lethu to align its work to the Millenium Goals and national priorities such as poverty alleviation and employment creation.

Through its work over the last three years, the Foundation has successfully trained and assisted 2,300 young practitioners in the areas of visual arts, craft, sculpture and fashion, resulting in successful businesses and trade being developed, cultural tourism being generated and employment being created in rural areas of South Africa.

For more information go to www.ifalethu.org.za

Ifa Lethu

Empowering the Nation's Soul

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

3. *DESCRIPTIONS* OF *LOTS* AND *ESTIMATES*

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

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

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

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

***Bonhams'* responsibility to you**
You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).
Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred.
Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*.
No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

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

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

4. CONDUCT OF THE *SALE*

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

5. BIDDING

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

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

Bidding by telephone (only available on lots with a low estimate greater than £400)
If you wish to bid at the *Sale* by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax
Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale.* It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours

before the start of the *Sale*. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being placed.

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

Bidding through an agent
Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and may require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.
Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the *Sale,* we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

25% up to £25,000 of the *hammer price*
20% from £25,001 of the *hammer price*
12% from £500,001 of the *hammer price*

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

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

8. *VAT*

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

The following symbols are used to denote that *VAT* is due on the *Hammer Price* and *Buyer's Premium*:
† *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
* *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
• Zero rated for *VAT*, no *VAT* will be added to the *Hammer Price* or the *Buyer's Premium*
α *Buyers* from within the EU: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*)

Buyers from outside the EU: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder,* payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the seventh working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited).

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

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

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £5,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £5,000. We will need to see your passport if you wish to pay using travellers cheques;

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

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

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

Debit cards issued by a UK bank: there is no additional charge for purchases made with personal debit cards. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 3% surcharge;

Credit cards: Visa and Mastercard only. Please note there is a 3% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department on:

Tel: 020 7468 8353/8302 or 020 8222 6443 Fax: 020 7629 9673 Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by the Museums, Libraries and Archives Council and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the MLA website www.mla.gov.uk or by phoning MLA on 020 7273 8266. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any sale nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at www.ukcites.gov.uk or may be requested from:

DEFRA, Global Wildlife Division
1st Floor, Temple Quay House
2 The Square
BRISTOL BS1 6EB

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. 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 *Description*s 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 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; 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.

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y	Subject to CITES regulations when exporting these items outside the EU, see clause 13
W	Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location
≈	Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US Rubies and jadeite of non-Burmese origin require certification before import into the US
AR	An *Additional Premium* will be payable to us by the *Buyer* to cover our expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details
○	*The Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful sale or a financial loss if unsuccessful.
▲	*Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

UNDER THIS CONTRACT, THE *SELLER'S* LIABILITY IN RESPECT OF THE QUALITY OF *THE LOT*, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY *DESCRIPTION* IS LIMITED. YOU ARE STRONGLY ADVISED TO EXAMINE *THE LOT* FOR YOURSELF AND/OR OBTAIN AN INDEPENDENT EXAMINATION OF IT BEFORE YOU BUY IT.

1 THE CONTRACT

1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.

1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.

1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

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

2 *SELLER'S* UNDERTAKINGS

2.1 The *Seller* undertakes to you that:

2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;

2.1.2 save as disclosed in the Entry for the *Lot* in the Catalogue, the Seller sells the *Lot* with full title guarantee or, where the seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*

2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);

2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with *the Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 *DESCRIPTIONS* OF THE *LOT*

3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND *TITLE*

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

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

6 PAYMENT

6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.

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

7 COLLECTION OF THE *LOT*

7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.

7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.

7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.

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

7.5 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE *LOT*

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.

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

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 at the beginning of 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 and at that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement

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

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

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

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

1.5.3 we will provide guarantees in the terms set out i n 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 E*stimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE *CONTRACT FOR SALE*

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

3 PAYMENT

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

3.1.1 the *Purchase Price* for the *Lot*;

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

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

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

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

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

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

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

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

4 COLLECTION OF THE LOT

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

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

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

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

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

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

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE *LOT*

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

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

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.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer*'s *Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE *LOT*

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

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

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

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

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

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

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

11 MISCELLANEOUS

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

11.2 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.

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

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

11.5 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.

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

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

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

11.9 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.

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

11.11 Save as expressly provided in paragraph 11.12 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.

11.12 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.

12 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 place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by *the Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any *VAT*) equals or exceeds 1,000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).
"Auctioneer" the representative of *Bonhams* conducting the *Sale*.
"Bidder" a person who has completed a *Bidding Form*.
"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement,* the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".
"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.
"Business" includes any trade, *Business* and profession.
"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".
"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).
"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.
"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.
"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.
"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of *the Seller*.
"Conditions of Sale" the *Notice to Bidders, Contract for Sale, Buyer's Agreement* and Definitions and Glossary.
"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.
"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for sale by *Bonhams*.
"Contract for Sale" the *Sale* contract entered into by the *Seller* with *the Buyer* (see Appendix 1 in the *Catalogue*).
"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.
"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).
"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.
"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale,* storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer,* plus *VAT* if applicable.
"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot,* where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the description of the *Lot*.
"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales,* a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.
"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer.*
"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).
"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.
"New Bond Street" means *Bonhams*' saleroom at 101 New Bond Street, London W1S 1SR.
"Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.
"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.
"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.
"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.
"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price.*
"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams.*
"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission,* any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.
"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "*Seller*" includes both the agent and the principal who shall be jointly and severally liable as such. *The Seller* is also referred to in the Conditions of Business by the words "you" and "your".
"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.
"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.
"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.
"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
"Storage Contractor" means the company identified as such in the *Catalogue.*
"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.
"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.
"Website" *Bonhams Website* at www.bonhams.com.
"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.
"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

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

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
"bailee": a person to whom goods are entrusted.
"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify"is construed accordingly.
"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.
"knocked down": when a *Lot* is sold to a *Bidder,* indicated by the fall of the hammer at the *Sale.*
"lien": a right for the person who has possession of the *Lot* to retain possession of it.
"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
"title": the legal and equitable right to the ownership of a *Lot*.
"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

(1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-

(a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and

(b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.

(5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely-

(a) the seller;

(b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;

(c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Bonhams Specialist Departments

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

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20th Century British Art
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African and Oceanic Art
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U.S.A
Fred Baklar
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American Paintings
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Antiquities
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Antique Arms & Armour
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Catherine Williamson
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British & European Glass
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British & European Porcelain & Pottery
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Hadji Rahimipour
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Chinese & Asian Art
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HONG KONG
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Coins & Medals
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U.S.A
Paul Song
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Contemporary Art & Modern Design
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U.S.A
Sharon Goodman Squires
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Costume & Textiles
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Entertainment Memorabilia
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U.S.A
Catherine Williamson
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Ethnographic Art
Jim Haas
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Football Sporting Memorabilia
Dan Davies
+44 1244 353118

Furniture & Works of Art
UK
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+44 20 7468 8221
U.S.A
Jeffrey Smith
+1 415 503 3413

Greek Art
Olympia Pappa
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Golf Sporting Memorabilia
Kevin Mcgimpsey
+44 1244 353123

Irish Art
Penny Day
+44 20 7468 8366

Impressionist & Modern Art
Deborah Allan
+44 20 7468 8276

Islamic & Indian Art
Alice Bailey
+44 20 7468 8268

Japanese Art
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Suzannah Yip
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U.S.A
Jeff Olson
+1 212 461 6516

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U.S.A
Susan Abeles
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U.S.A
Gregg Dietrich
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Mechanical Music
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Modern, Contemporary & Latin American Art
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