



Impressionist & Modern Art

Tuesday 5 February 2013, at 3pm
New Bond Street, London





van Dongen



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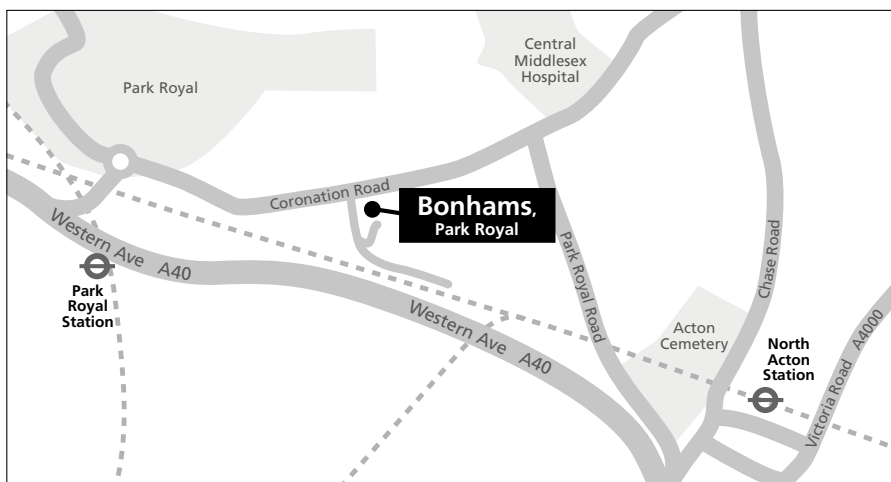
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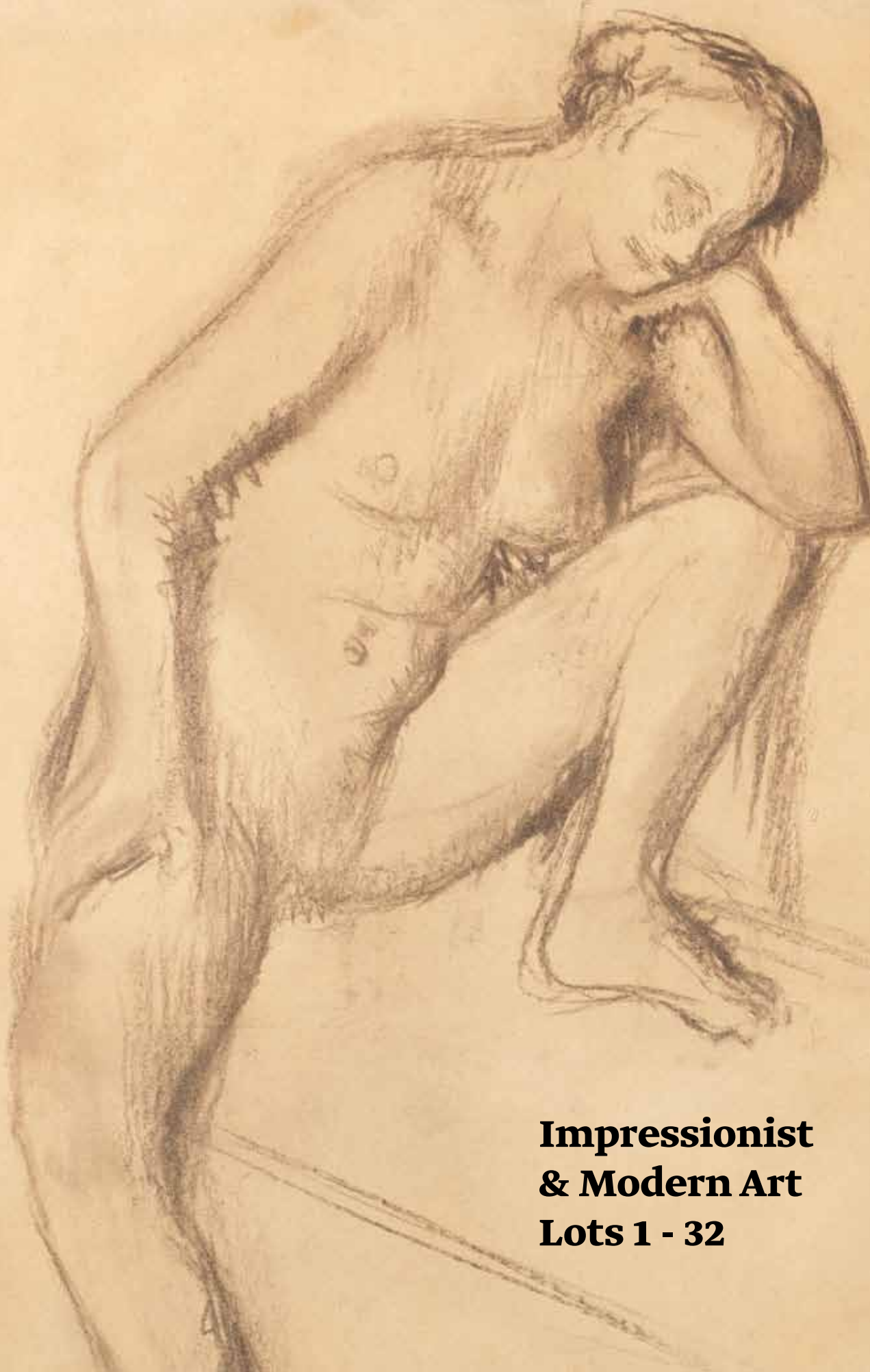
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**Impressionist
& Modern Art
Lots 1 - 32**

1AR

Henri Jean Guillaume Martin (1860-1943)

Femme assise au bord d'un ruisseau

signed 'Henri Martin' (lower right)

oil on canvas

48.2 x 33.1cm (19 x 13 1/16in).

Painted circa 1894

£8,000 - 12,000

€9,800 - 15,000

US\$13,000 - 19,000

PROVENANCE

Francis Vielle Griffin, Belgium (acquired directly from the artist).

Madame Theyssander de Lambarede (by descent from the above).

Anon. sale, Christie's, London, 27 June 1989, lot 345.

Acquired at the above sale by the present owner.

The authenticity of this work has kindly been confirmed by Cyrille Martin.

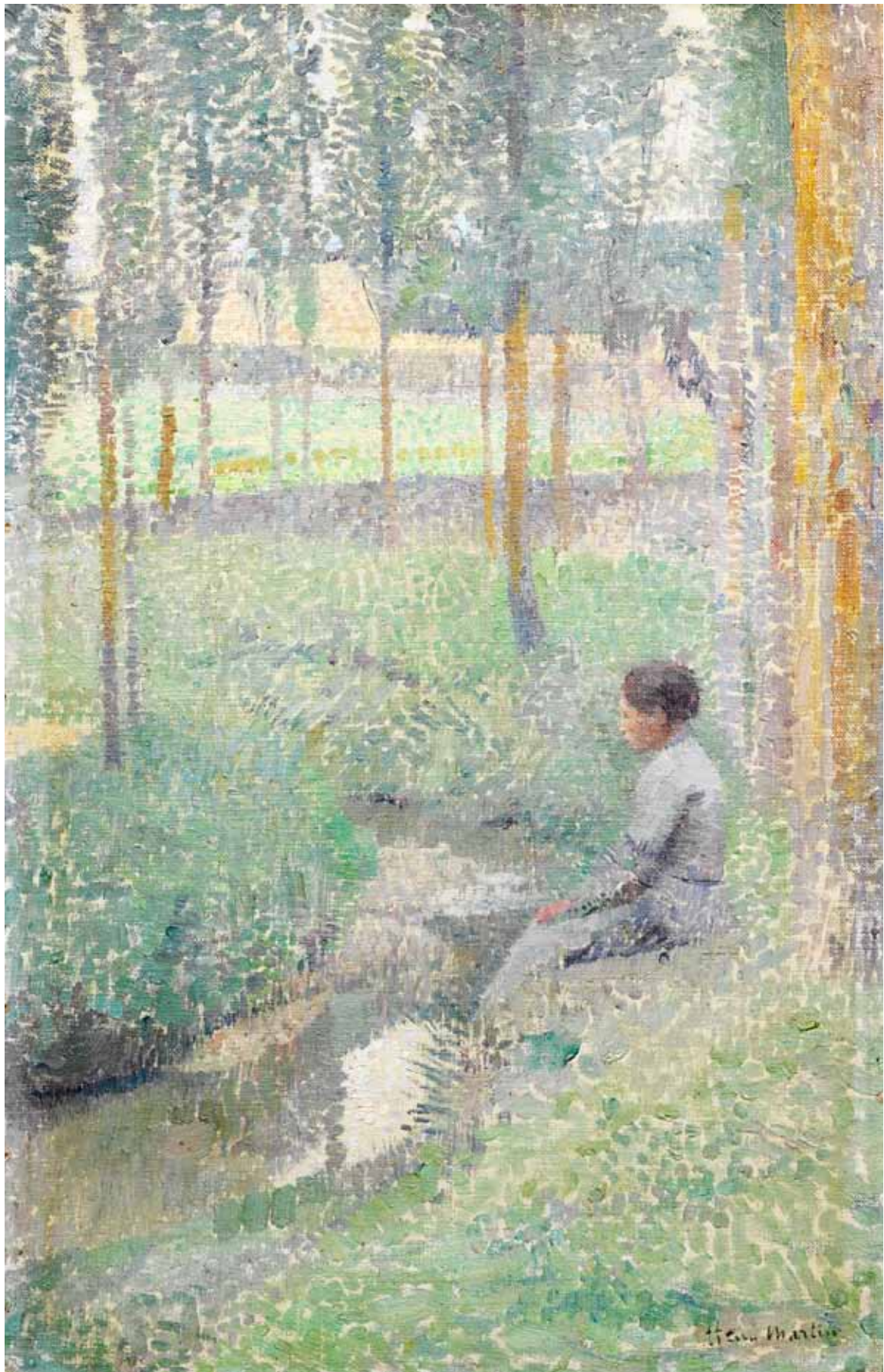
In *Femme assise au bord d'un ruisseau*, Martin achieves a sense of enduring peace and tranquillity. The sitter's gaze is absorbed by the crystal stream trickling over her feet, and the viewer is forced to intrude into the moment of introspection. Martin painted several similar subjects such as *Muse pensive au jardin* (fig.1; formerly in the collection of Martin's friend Paul Riff), which is dated 1894. The close similarity in subject and handling allows the present work to be dated to around the same year.

Martin has sometimes been compared to Pierre Puvis de Chavanne who, like Martin, was a pupil of Eugène Delacroix. The influence of Puvis de Chavanne is particularly noticeable in the present work in the way Martin delicately portrays his characters in meadows and forests creating an eerie, almost fantastical atmosphere.

Francis Vielle Griffin, the first owner of this painting, was an American-born Symbolist poet and a member of the Belgian Academy. He was a friend of the novelist Victor Hugo and artists such as Henri de Toulouse-Lautrec, Jacques-Emile Blanche and Théo van Rysselberghe.



Fig. 1 Henri Martin, *Muse pensive au jardin*, 1894, oil on canvas, 65 x 49 cm (private collection)
crédit photographique Maket Expert



2

Auguste Rodin (1840-1917)

Masque de l'homme au nez cassé, version dite type 1, deuxième modèle
signed 'A. Rodin' (on the lower right side); with raised signature 'A.

Rodin' (on the interior)

bronze with brown patina

30.7cm(12 1/16) (height)

Conceived before 1881; this bronze version cast in 1902-1908 by the

Alexis Rudier Foundry

£15,000 - 20,000

€18,000 - 25,000

US\$24,000 - 32,000

PROVENANCE

Vincent Korda, London (circa 1950s).

Thence by descent to the present owner.

This work will be included in the forthcoming Auguste Rodin *catalogue critique de l'oeuvre sculpté* currently being prepared by the Comité Auguste Rodin at Galerie Brame et Lorenceau under the direction of Jérôme Le Blay, under archive number 2012-4019B.



Raised signature on the interior

L'homme au nez cassé was hugely successful during Rodin's lifetime and is considered among the finest examples of his oeuvre prior to his departure for Belgium with Albert-Ernest Carrier-Belleuse in 1870. Rodin himself acknowledged the sculpture as a major work, declaring in 1889 that it was 'the first good piece of modelling I ever did...In fact I have never succeeded in making a figure as good as the Broken Nose.' (A. Rodin quoted in A. Le Normand-Romain, *The Bronzes of Rodin, catalogue of works in the Musée Rodin*, Paris, 2007, vol.II, p.417).

The sitter for this *tête d'expression* was Bibi, a local character on the Faubourg Saint-Marcel, who was the caretaker at Carrier-Belleuse's studio and who sometimes modelled for the students. Rodin created more than twelve iterations of the model, each differing slightly in the conformation of the neck or the form of the opening at the back of the head. This early version was one of the group of bronze casts that Rodin had made from 1881 until his death in 1917. The Musée Rodin issued posthumous editions of the model from 1919 to 1979.

Vincent Korda, to whom this early cast belonged, was a Hungarian-born art director and artist who settled in Britain in the 1930s. In his long and successful career he was nominated for four Academy Awards: *That Hamilton Woman* (1941), *The Longest Day* (1962), *The Jungle Book* (1942) and *The Thief of Baghdad* (1940), for which he won the Oscar. Vincent Korda was the younger brother of the renowned filmmakers Alexander and Zoltán Korda.

3

No Lot



4*

Pierre-Auguste Renoir (1841-1919)

Route à Cagnes

watercolour on paper

24.1 x 32.7cm (9 1/2 x 12 7/8in).

Executed *circa* 1900

£12,000 - 18,000

€15,000 - 22,000

US\$19,000 - 29,000

PROVENANCE

Alphonse Bellier, Paris; his sale, Drouot, Paris, 29 May 1929.

Claude Roger-Marx, Paris.

Anon. sale, Loudmer Scp., Paris, 7 December 1990, lot 105.

Galerie Antoine Laurentin, Paris.

Acquired from the above by the present owner in 1977.

LITERATURE

G.-P. & M. Dauberville, *Renoir, catalogue raisonné des tableaux, pastels, dessins et aquarelles, 1895-1902*, Paris, 2010, vol.III, no.264 (illustrated p.550).



5AR

Louis Valtat (1869-1952)

Mère et enfant au bord de la plage

signed 'L. Valtat' (lower left)

oil on canvas

25 x 33cm (9 13/16 x 13in).

Painted circa 1900

£30,000 - 50,000

€37,000 - 61,000

US\$49,000 - 81,000

PROVENANCE

Maximilien Luce, Paris.

Anon. sale, Sotheby's, New York, 8 November 2007, lot 281.

Acquired at the above sale by the present owner.

This work is recorded in the archives of *Les amis de Louis Valtat*.

Depictions of the mother and child are unusual in Valtat's early work. It was only after the birth of his son Jean in 1908 that we see a new focus on young families, often tender portraits of his own wife Suzanne and their son. The small scale of *Mère et enfant au bord de la plage* reinforces the close bond between mother and infant, as she protectively shades her child with a parasol against the glaring heat of the sun, so vividly conjured by the artist's joyful palette.

Valtat's early compositions more commonly focussed on the urban landscape, inspired by the Parisian scenes he encountered while studying at the Académie Julian in 1892. There he befriended fellow artists Albert André, Maurice Denis, Pierre Bonnard and Edouard Vuillard, whose influence encouraged him to move away from the Impressionist tendencies of his early training. Thus his brushwork became more Pointillist in its application of pure colour, while his use of more vibrant pigments hinted at his future direction heralded by the first Fauve exhibition in 1905. This shift was amplified in the mid 1890s when, after developing tuberculosis, he increasingly abandoned Paris in favour of long retreats to the Mediterranean coast, where his palette intensified.

Avoiding the almost violent and aggressive use of colour sometimes associated with the Fauves however, Valtat here creates a warm light which suffuses the composition. While we know the subject to be the mother and child, the artist's all-over treatment of the canvas lends equal importance to the figures and setting, leading our eye around the picture. The expressive, short brushwork displayed here was replaced in Valtat's later work by greater emphasis on flat fields of paint and bold outlines.



6*AR

Gustave de Smet (1877-1943)

Le lac aux cygnes

signed 'Gustave De Smet' (lower right)

oil on canvas

65 x 108cm (25 9/16 x 42 1/2in).

Painted circa 1907

£12,000 - 18,000

€15,000 - 22,000

US\$19,000 - 29,000

PROVENANCE

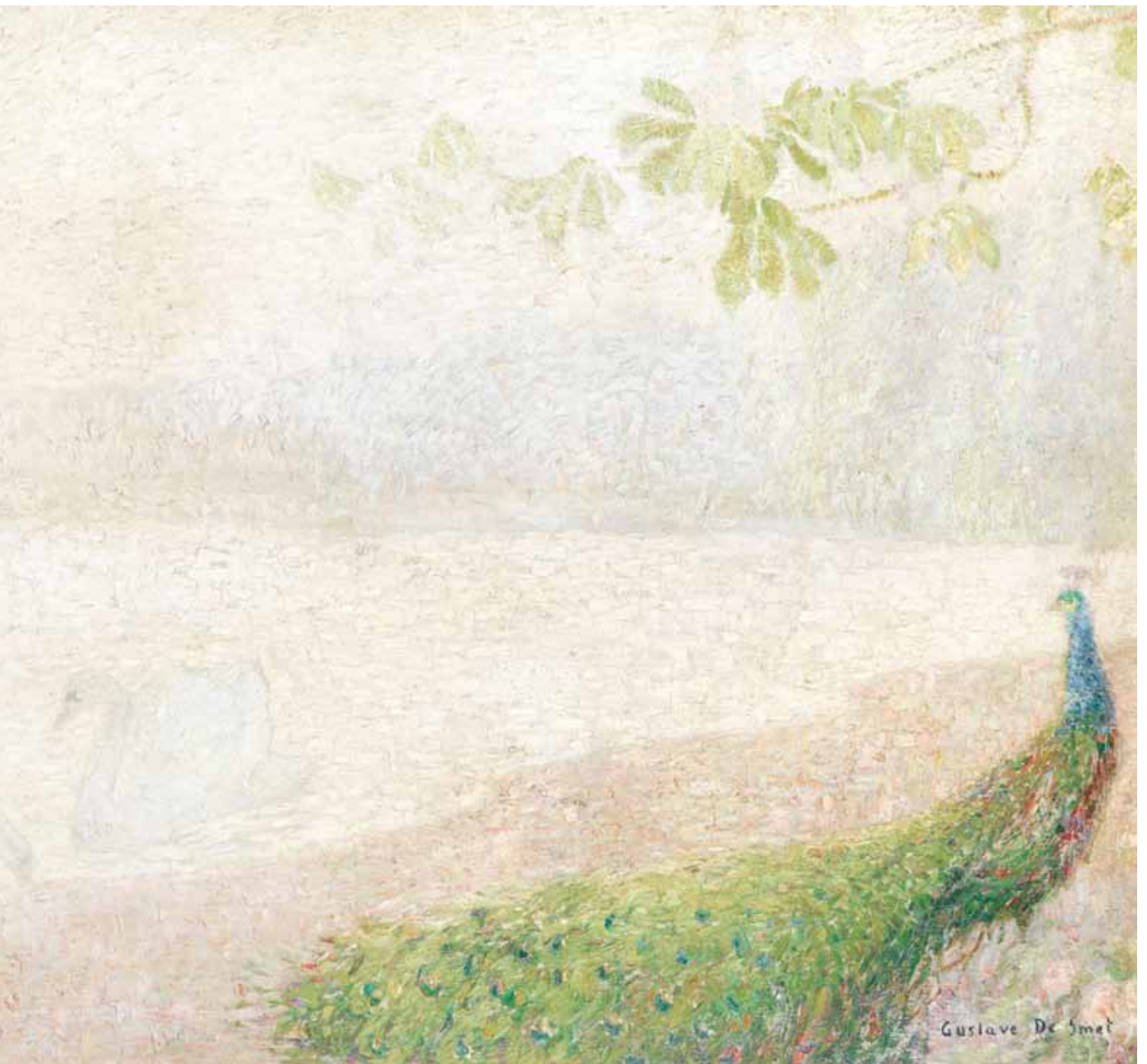
Guillaume Campo, Antwerp.

Acquired from the above by the present owner, 1973.

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

This work builds on the tradition developed by Gustave de Smet, his father Jules and brother Leon, in the 1890s when they came to prominence as major painters in Ghent. In accordance with this earlier style, Gustave de Smet here utilises the classical motifs of peacocks and swans transposed onto a landscape on the River Lys, delineated with stippled brushwork and a heavily impastoed application of paint. *Le lac aux cygnes* is one of de Smet's first landscapes in the Impressionist tradition.





Maurice Denis (1870-1943)*Le martyre de Saint-Sébastien*

signed with the artist's monogram and dated '93' (lower left)

oil on canvas

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

Painted in 1893

£25,000 - 35,000

€31,000 - 43,000

US\$40,000 - 57,000

PROVENANCE

Jos Hessel (acquired from the artist, 1899); his sale, Drouot, Paris, 24 November 1941, lot 44.

Anon. sale, Sotheby's, London, 4 December 1968, lot 52.

Acquired at the above sale, and thence by descent to the present owner.

EXHIBITED

Brussels, Musée Moderne, *Le Salon de la Libre Esthétique*, 17 February – 15 March 1894, no.137.

Toulouse, Salon de La Dépêche de Toulouse, *Exposition de peinture de 'La Dépêche de Toulouse'*, 15 May – 30 June 1894, no.8.

Paris, Le Plume, *Cinquième Salon des Cent*, 5 – 30 October 1894, no.92.

Paris, Musée des Arts Décoratifs, *Maurice Denis*, April – May 1924, no.41.

Paris, Musée du Petit Palais, *Les Maîtres de l'Art Indépendant 1895-1937*, June - October 1937, no.38.

LITERATURE

L.-P. Fargue, *L'Art Littéraire*, Paris, 1893, p.49.

S. Barazzetti-Demoulin, *Maurice Denis: 25 novembre 1870-13 novembre 1943*, Paris, 1945, p.279.

This work will be included in the forthcoming Maurice Denis catalogue raisonné being prepared by Claire Denis and Fabienne Stahl.

In *Le martyre de Saint-Sébastien* Maurice Denis takes one of the most familiar compositions in the Christian tradition and presents it from an innovative perspective, giving equal importance to the setting of the composition and allowing the natural world to appear to dwarf the figures. The imposing trees tower over the central subject of the work with the saint slumped helplessly against the tree trunk. The forest appears threatening in its height, density and dark colouring, yet it forms a protective border around the scene, illustrating Denis' typical use of 'sinuous lines to circumscribe small areas in which he set his figures – areas evocative of the walled garden, the medieval symbol of virginity' (C. Frèches-Thory and A. Terrasse, *The Nabis: Bonnard, Vuillard and their Circle*, Paris, 2002, p.34).

Dressed in virginal white, the mourning women approach the apparently lifeless Saint Sebastian with a shroud. This group also forms the focus of a lithograph Denis executed in the same year as the present composition, entitled *Les Pleureuses* (Cailler 69; fig.1). The women's figures are united by the artist's characteristic bold black outline, which creates a homogenous whole from a group of individuals. This sense of unity is enhanced by the pattern of their garments which neither bends nor creases against the contours of their bodies. The stylised leaves on the trees, the blades of grass and the flowers on the forest floor repeat this decorative motif and reinforce the flatness of the picture plane. Any sense of depth or perspective is created through areas of colour, onto which 'motifs are applied like silhouettes' (C. Frèches-Thory and A. Terrasse, *op. cit.*, p.26). Even Denis' stylised vertical monogram serves to reinforce the two-dimensionality of the canvas.

Le martyre de Saint-Sébastien is a characteristic subject for Denis, who throughout his career informed his Symbolist leanings with a strong Catholic faith. An admirer of Fra Angelico, whose paintings he studied in the Louvre, he was determined to pursue a spiritual artistic path from the age of just fourteen. Writing in his journal in 1885, Denis declared: 'yes, I must become a Christian painter, I must celebrate all the miracles

of Christianity, I feel this is what I must do.' (quoted in C. Chassé, *The Nabis and their Period*, London, 1969, p.57).

Indeed, the link between his faith and his work was such that among fellow members of what became known as the Nabis he was labelled the 'Nabi aux belle icônes'. While he would often take religious tableaux, legends and poems as his subjects, Denis also imbued the natural world around with him with a sense of spirituality. Writing at the age of nineteen, he proposed that 'art should sanctify nature and that the aesthete's mission is to transform beautiful things into everlasting icons' (quoted in C. Frèches-Thory and A. Terrasse, *op. cit.*, p.34).

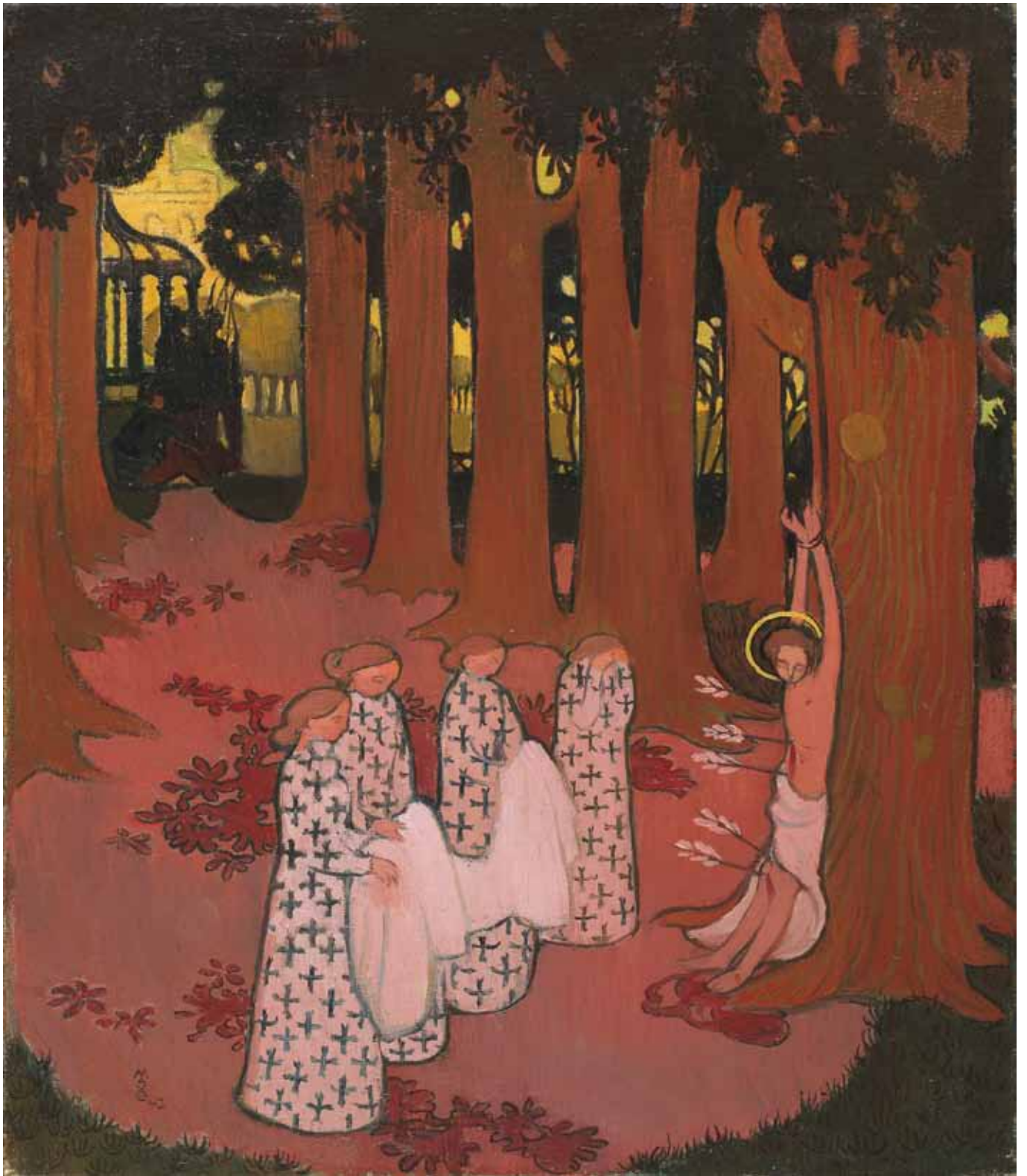
Denis studied at the Academy Julian in Paris, finding among his earnest contemporaries a group of artists who formed the brotherhood that became known as the Nabis, including Ker-Xavier Roussel, Edouard Vuillard, Paul Ransom, Pierre Bonnard and Paul Sérusier. Sérusier travelled to Pont-Aven in the summer of 1888 and returned to Paris with his key work *The Talisman*, executed under the close supervision of Paul Gauguin. This near abstract exercise in Cloisonnism initiated the formation of the group that became known, somewhat jokingly as The Prophets, (Les Nabis). Denis would become the movement's theorist, writing the now infamous statement in his essay 'Néo-traditionnisme' in *Art et Critique* in 1890:

'Remember that a painting – before being a charger, a nude woman, or one anecdote or another – is essentially a flat surface covered with colours assembled in a certain order.' (R. T. Clement, *Four French Symbolists: A Sourcebook on Pierre Puvis de Chavannes, Gustave Moreau, Odilon Redon and Maurice Denis*, Westport and London, 1996, p.443).

The term 'néo-traditionnisme' was soon dropped in favour of Symbolism, but this statement would become the manifesto of the Nabi movement and an ethos which is very clearly expressed in the present composition. A sense of melancholy stillness is evoked in Denis' flatly applied paint, whose planes are broken up only by areas of stylised decorative motif. Seeking to free painting from the mere depiction of nature, the Nabis wished to celebrate art and decoration in their own right. To this end, they would decorate not just canvases but walls, ceilings, textiles and ceramics as well as designing theatre sets, costumes and programmes. Denis had worked on a number of illustrations for André Gide and Maurice Maeterlinck in 1893, as well as the set design and costumes for Dujardin's 'La Fin d'Antonia', and an illustrative line and sense of theatrical staging can certainly be seen in *Le martyre de Saint-Sébastien*.



Fig.1 *Les Pleureuses*, 1893, lithograph, 8.6 x 16.3cm



Fernand Khnopff (1858-1921)*Magicienne*

oil on panel

18 x 7.3cm (7 1/16 x 2 7/8in).

Painted *circa* 1906

£10,000 - 15,000

€12,000 - 18,000

US\$16,000 - 24,000

PROVENANCE

The artist's studio sale, Brussels, 27 November 1922, lot 18.

The Piccadilly Gallery, London.

Galleria dei Bibliofili, Milan.

Philippe Daverio, Milan.

Prof. Massimo Scolari, Venice (gift from the above *circa* 1970-73)

Acquired from the above by the present owner, 1973.

EXHIBITEDLondon, The Piccadilly Gallery; Eastbourne, Towner Art Gallery; and New York, Spencer A. Samuels, *Symbolists* (entitled *The Queen*), 1970.**LITERATURE**J. Milner, *Symbolists and Decadents*, London, 1971 (illustrated p.106).R. L. Delevoy, C. de Croës and G. Ollinger-Zinque, *Fernand Khnopff*, Brussels, 1987, no.434 (illustrated p.354).

Magicienne is one of very few small-scale oil paintings by an artist more often encountered through his works on paper in charcoal, watercolour or pastel. Inspired by symbolism and allegory, Khnopff's oeuvre is one of ghost worlds, androgynies, fossilised cities and mysterious women. Two female figures inhabit his compositions in particular – the Sphinx and the Queen. Surrounded by emblems, these surreal creatures often appear to float in space, isolated in their lonely and distant reveries.

Magicienne depicts a strong woman invested with unearthly powers, standing alone in the narrow space, a format favoured by the artist. Dressed in rich robes and adorned with heavy jewellery she stands immobile and implacable. Khnopff presents her in a typically elaborate and highly decorative manner, her regal air perhaps explaining her previous misidentification as a Queen.

The formative influences of Delacroix, Gustave Moreau and the Pre-Raphaelites, particularly Rossetti and Burne-Jones, and the artist's love of Symbolist poetry and Decadent literature are suffused through the depiction of the *Magicienne*. She represents an ideology of doubling, simultaneously close and far away, blurred and precise, strong and fragile. Further, Khnopff seems to be paying tribute to his personal philosophy *On ne a que soi* (one only has oneself), making this work both introspective and out of reach.

In the early 1970s *Magicienne* was acquired by the Galleria dei Bibliofili in Milan, founded by Piero Fornasetti, one of the most innovative designers of the twentieth century. Along with his friend Gio Ponti, Fornasetti revolutionised interior design and was instrumental in making Italian design famous all over the world. It passed from Bibliofili to Philippe Daverio, a professor and art critic well known in Italy for his original and highly popular TV art programmes. Daverio then gifted the painting to the renowned architect, painter and designer Massimo Scolari.





9

Eugène Louis Boudin (1824-1898)

Environs de Camaret

signed 'E. Boudin' (lower right)

oil on panel

18 x 30cm (7 1/16 x 11 13/16in).

Painted circa 1871-1873

£20,000 - 25,000

€25,000 - 31,000

US\$32,000 - 40,000

PROVENANCE

M. Watelin, Paris.

M. Muller, Paris.

M. Kessler, Chêne-Bourg.

Anon. sale, Christie's, London, 22 June 1993, lot 111.

Anon. sale, Christie's, New York, 9 November 2000, lot 125.

Acquired at the above sale by the present owner.

LITERATURE

R. Schmit, *Eugène Boudin, Catalogue raisonné*, Paris, 1973, vol.I, no.743 (illustrated p.265).

Facing page: The Moulin de la Galette, Paris, c.1900 (b/w photo), Atget, Eugene (1856-1927) / Archives Larousse, Paris, France / Giraudon / The Bridgeman Art Library (detail)



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10*AR

Kees van Dongen (1877-1968)

Le Moulin de la Galette sous la neige

signed 'van Dongen.' (lower right)

oil on canvas

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

Painted circa 1904-05

£40,000 - 60,000

€49,000 - 74,000

US\$65,000 - 97,000

PROVENANCE

Private collection, Paris.

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

Le Moulin de la Galette sous la neige shows the view from van Dongen's studio above the Impasse Girardon in Montmartre. To the left, rising from the patchwork of snow-covered rooftops is the Moulin de la Galette itself, in whose famous gardens the demimonde of Montmartre entertained themselves. Van Dongen renders the expanse of wintry sky through textured brushwork and subdued tones of blue, yellow and mauve exploring the possibilities of the medium in this apparent emptiness. As with Monet's *Houses of Parliament* series, van Dongen uses the Moulin de la Galette as a motif rather than a specific location, and it becomes a familiar signifier which grounds the work amid an expressive exploration of atmosphere and environment. The relationship

with Monet goes further: a contemporary critic, Carl Scharten, drew comparison between Monet's London series, which was exhibited at Durand-Ruel in June 1904, and van Dongen's Parisian cityscapes, noting that 'it was the great master Monet who had the deepest influence' on van Dongen who 'shows more impact from Monet than any other Dutch master.' (quoted in A. Hopmans (ed.), *The Van Dongen Nobody Knows: Early Fauvist Drawings 1895-1912*, exh. cat., Rotterdam, 1996, p.61).

Van Dongen's series of about thirty views of Paris and Normandy, including *Le Moulin de la Galette*, represents an impressively productive period for the young artist. They show him exploring and mastering the Impressionist form, creating the foundation on which he would build his later work. In blending the Neo-Impressionist explorations of colour with a more traditionally Impressionist tendency towards expressive and visible brushwork, he was moving towards his later signature style, a vibrant and dynamic application of colour characteristic of the Fauves.



PROPERTY FROM A SOUTH AFRICAN PRIVATE COLLECTOR

11*

Camille Pissarro (1830-1903)

Falaises aux Petites-Dalles

signed, dated and inscribed 'C.Pissarro. 1883. petites Dalles' (lower left)

oil on canvas

53.9 x 65.4cm (21 1/4 x 25 3/4in).

Painted between 24-26 November 1883

£150,000 - 200,000

€180,000 - 250,000

US\$240,000 - 320,000

PROVENANCE

Julie Pissarro, the artist's wife (by descent from the artist, 1904).

Ludovic-Rodolphe Pissarro (gift by deed from the above, 1921).

Anon. sale, Paris, 24 February 1926, lot 77.

Durand-Ruel, Paris; their sale, Palais Galliera, Paris, 19 March 1973, lot 56.

Sam Salz, New York, Sotheby's, New York, 5 November 1981, lot 195.

Anon. sale, Galerie Koller, Zurich, 3-4 June 1983, lot 5127.

Anon. sale, Sotheby's, New York, 15 May 1984, lot 33.

EXHIBITED

Paris, Galerie Durand-Ruel, *Tableaux par Camille Pissarro*, 27 February - 10 March 1928, no. 43.

Paris, Galerie Marcel Bernheim, *Les premières époques de Camille Pissarro*, 22 May - 11 June 1936, no.41.

Paris, Durand-Ruel & Cie, *Pissarro*, 26 June - 14 September 1956.

Bern, Kunstmuseum, *Camille Pissarro*, 19 January - 10 March 1957.

Paris, Galerie Simone Badinier, *Poésie de l'eau*, 16 April - 3 May 1958.

Paris, Galerie Marcel Bernheim, *Camille Pissarro et ses fils*, June - July 1987.

LITERATURE

J.C. Holl, *L'Art et les artistes*, February 1928, no.84 (illustrated p.160).

J. Rewald, *Camille Pissarro*, Paris, 1974, (illustrated p.54).

J. Bailly-Herzberg, *Correspondance de Camille Pissarro*, Paris, 1980, vol.I [1865-1885], no.193, p.255.

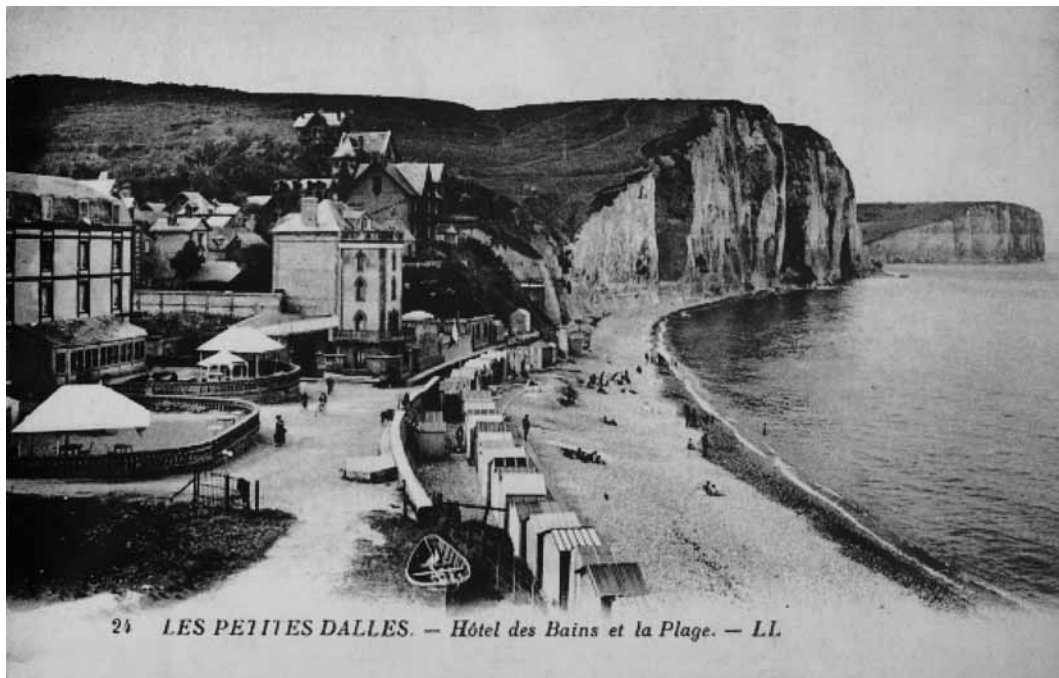
L.R. Pissarro & L. Venturi, *Pissarro Son Art - Son Oeuvre, catalogue raisonné*, San Francisco, 1989, vol.I, no.599 (illustrated vol.II, pl.125).

J. Pissarro and C.D.-R. Snollaerts, *Pissarro: Critical Catalogue of Paintings*, Paris, 2005, vol.II, no.737, p.491.

*'As for Petites-Dalles,
the heights with their
farms and apple trees
are admirable. The sea,
than which nothing is
more variable, forms the
other motifs, which are
everywhere interesting.
Results of my trip: I am
glad to be back in my studio,
I look at my studies more
indulgently, I feel more sure
about what is to be done.'*

Pissarro writing to his son Lucien from Rouen on 27 November 1883, J. Rewald (ed.), *Camille Pissarro, Letters to his son Lucien*, London and Henley, 1980, p.48.





Postcard of Les Petites Dalles, 1926

Falaises aux Petites-Dalles was painted in November 1883 during a time of marked transition in Pissarro's work. Increasingly dissatisfied with the Impressionism that he had hitherto championed, the artist embarked in the early 1880s on a period of experimentation, exploring new subjects and techniques.

Pissarro is regarded as one of the guiding lights of the Impressionist circle, and indeed was the only artist to include paintings in all eight Impressionist exhibitions from 1874 to 1886. His work at this time was largely inspired by his home in the village of Pontoise, and its environs. Although he played a pivotal role in the group, his approach and technique were always slightly at odds with what is now thought to be classical Impressionism. Most notably, even at the height of his involvement in the 1870s, rather than giving overarching importance to working *en plein air*, Pissarro sketched small preparatory studies in the field which he then worked up into larger canvases in his studio.

Relationships between artists in the Impressionist circle began to fracture in the early 1880s as loyalties divided. Renoir and Monet chose to exhibit at the official Salons in 1880 and 1881 and the Impressionists held one-man shows at Durand-Ruel in 1883 in lieu of a full group exhibition. At the same time Pissarro started to move away from his typical Pontoise views and to focus more on the monumental figures which had begun to populate his scenes, a move which was reminiscent of his early work under the influence of Millet. This return to earlier motifs was 'shared by

other Impressionists. Renoir returned to lush female figures in Oriental costumes; Monet took up seascapes again: as if linked by psychic bonds, the painters looked back into their pasts to find new directions. In 1880, the end of the 'Impressionist decade', there was a sense of weariness, a loss to the energy of beginnings, a casting around for something new, old or different to restore vigour and refresh vision.' (R. E. Shikes and P. Harper, *Pissarro, His Life and Work*, London, 1980, p.158).

Pissarro's trip to Rouen and to the resort of Petites-Dalles on the coast of Normandy therefore came at a time of crisis both for the artist and the Impressionist movement as a whole. Staying in Rouen from mid October to 28 November 1883, he devoted his time to painting the town and harbour both *en plein air* and from his hotel room overlooking the Place de la République. Among the seventeen canvases with which Pissarro returned were two seascapes done at Les Petites-Dalles, the present work and another composition, now lost and about which very little is known.

Writing to his son Lucien from Rouen on 27 November, Pissarro described his trip to Les Petites-Dalles as 'splendid' despite having to battle with 'the driving rain.' (J. Rewald (ed.), *Camille Pissarro, Letters to his son Lucien*, London and Henley, 1980, p.48). On his return to Osny on 1 December 1883, he described his thoughts on seeing the unpacked canvases with fresh eyes: 'As for Petites-Dalles, the heights with their farms and apple trees are admirable. The sea, than which nothing is more variable, forms the other motifs, which are everywhere interesting.



Claude Monet, 1840-1926, *Cliffs of the Petites Dalles*, 1880, oil on canvas
60.6 x 80.3 cm (23 7/8 x 31 5/8 in.) Museum of Fine Arts, Boston, Denman Waldo Ross
collection, 06.116. Photograph © 2013 Museum of Fine Arts, Boston

Results of my trip: I am glad to be back in my studio, I look at my studies more indulgently, I feel more sure about what is to be done.' (J. Rewald, *op. cit.*, p.48).

The sea and the sky dominate the present composition, heavy with the rain about which he had complained. The pinky red hues of the cliffs contrast with the verdant green cliff tops and the seaweed on the beach, but our attention is drawn primarily to the loops and swirls of pink and grey-blue pigment which dance across the surface of the foreboding sky. This movement is echoed in the rolling sea below and is anchored only by the bold horizontal outcrop of rocky shoreline. Pissarro's leaping brushwork is thereby contained within a rigid pictorial framework as the strong verticals of the cliffs and large sweep of beach form a border around the wilder elements of the painting. Linda Nochlin in her essay 'Camille Pissarro: The Unassuming Eye' suggests that Pissarro's work was inherently more controlled than that of his Impressionist contemporaries:

'Pissarro was never, as was Monet in his later years, forced into near-*abstraction* by the urgency of an obsessive chase after the wild goose of the *instanté*; for Pissarro, the vision of nature always implied a point of view, a certain distance, a beginning, a middle and an end within a given canvas. [...] Pissarro accepted nature's calm quiddity as simply more possible for the painter than the perpetual flow of her random splendour, more appropriate to his temperament and the nature of his task than a dizzying descent into the heart of process as the bottom of a

lily-pond.' (L. Nochlin, 'Camille Pissarro: The Unassuming Eye' in C. Lloyd (ed.), *Studies on Camille Pissarro*, London and New York, 1986, p.10).

Despite his hesitance to wholly abandon form and structure for technique, the undoubtedly looser and broader brushwork displayed in *Falaises aux Petites-Dalles* mark a clear departure from Pissarro's Pontoise compositions of the early 1880s. These works were built up from small, precise and carefully placed strokes which created a heavy web of colour and texture that the artist found increasingly overworked. Eager to achieve a new sense of luminosity in his work, Pissarro displays in the present composition 'another important new tendency, toward decorative flat patterns and curving 'arabesques'' (R. Brettell, *Pissarro and Pontoise, The Painter in a Landscape*, New Haven and London, 1990, p.199).

This increasing emphasis on surface pattern would lead Pissarro towards the Neo-Impressionist style which he was to adopt, albeit briefly, after meeting Georges Seurat and Paul Signac in 1885. Painted at a time of disillusion and during a period of experimentation with subject, technique and media, *Falaises aux Petites-Dalles* therefore looks back to the classical tradition of French landscape painting, reflects the contemporary desire for paintings executed whilst braving the elements *en plein air* and hints, in its transformed brushwork, at a new phase in Pissarro's career.

12

Eugène Louis Boudin (1824-1898)

Montagnes, Environs de Nice

signed, dated and indistinctly inscribed 'Nice.../ E. Boudin Mai 92' (lower right)

oil on canvas

40 x 55cm (15 3/4 x 21 5/8in).

Painted in 1892

£12,000 - 18,000

€15,000 - 22,000

US\$19,000 - 29,000

PROVENANCE

Galleries Durand-Ruel, Paris (acquired directly from the artist, 10 January 1893).

Gimpel Fils, London (acquired from the above, 30 June 1951).

Acquired from the above by the father of the present owner, 1951.

EXHIBITED

London, Gimpel Fils, May 1951, no.17.

LITERATURE

L. Cario, *Eugène Boudin*, Paris, 1928 (illustrated pl.37).

R. Schmit, *Eugène Boudin, Catalogue raisonné*, Paris, 1973, vol.III, no.2896 (illustrated p.122).



PROPERTY FROM A SOUTH AFRICAN PRIVATE COLLECTOR

13*

Edgar Degas (1834-1917)

Femme nue assise

stamped with the signature 'Degas' (Lugt 658; lower left)

charcoal on paper, extended at the lower margin

61 x 42.2cm (24 x 16 5/8in).

Executed circa 1896

£60,000 - 80,000

€74,000 - 98,000

US\$97,000 - 130,000

PROVENANCE

The artist's studio sale, part III; Galerie Georges Petit, Paris, 7-9 April 1919, lot 274.

Edmond Céria (acquired at the above sale).

Anon. sale, Christie's, New York, 5 November 1982, lot 304.

LITERATURE

P.A. Lemoisne, *Degas et son oeuvre*, Paris, 1946, vol.III, p.698, no.1200.

A. Wofsy, *Degas' Atelier at Auction, Paintings, Pastels and Drawings Sales III and IV - 1919*, San Francisco, 1989, no.274 (illustrated p.206).

The authenticity of this work has kindly been confirmed by Brame & Lorenceau.

The present drawing is from a small group of profoundly insightful life studies made late in Degas' career. Having gained a mastery of the medium, the artist is now able to strip away, in this study quite literally, the superficial elegance and refinement of ballet to present the dancer as an intense psychological portrait and a commentary on the weight of the human condition. As Jean Sutherland Boggs notes, 'When we peel our way underneath the dazzling colors of Degas' late paintings and pastels of dancers, we finally reach the barest bones - his studies of those dancers nude. Their nudity is even less sensual and idyllic than those of his bathers - partly because their very athleticism seems to destroy such possibilities. They are attractive even when they sit, in positions which involve an exaggerated strain. He used shadow, both inside and outside the contours of their bodies, to emphasise the conflicting pressures.' (J. Sutherland Boggs, *Drawings by Degas*, exh. cat., Saint Louis, City Art Museum, and elsewhere, 1966-67, pp.214-215). Indeed, it is the contrast between the quick, jagged accents of these shadows and the long, assured sweeps of charcoal delineating the figure that provides much of the tension in the present drawing.

In 1890 Degas moved to a new studio in the rue Victor Massé, and the early part of the following decade marked a significant shift in his lifelong fascination with the ballet. He did not renew his backstage pass to the Opéra de Paris, which had allowed him regular access to study the dancers on stage, in rehearsal and at rest. Instead he increasingly worked from models arranged in his new studio, using props and costumes to recreate scenes and poses from the stage that he wanted to explore. Whereas in his earlier drawings he had captured the dancers from the wings in moments of exaltation and exhaustion, in these later studies his greater control of the composition allows him to concentrate on the deeper psychological elements of each figure: 'Through these fragile figures, Degas mourns the expectations, the vitality, and the courage of his dancers of the past. But the pathos he arouses is not in criticism of the dancers, but of a world that no longer permits them to determine their destiny. The figures have been drained of will' (J. Sutherland Boggs, *Degas*, exh. cat., Paris, Grand Palais, and elsewhere, 1988-89, under no. 377).

The pose of the dancer seated on a bench with one knee drawn up to her chest is one that Degas revisited several times, both in pastel and oil on canvas, notably in a pastel *Au foyer de la danse* in the Bridgestone Museum of Art, Tokyo (Lemoisne, *op. cit.*, no.1201 [fig.1]) and a painting of *Danseuses au foyer* now in the City Art Museum, Saint Louis. In each case the dancer is to one side of the rehearsal room or in the wings, deep in thought.



Fig. 1 *Dancers rehearsing* (pastel), Degas, Edgar (1834-1917) / Bridgestone Museum of Art, Tokyo, Japan / Peter Willi / The Bridgeman Art Library



14*

Eugene Zak (1884-1926)

L'accordeoniste

signed 'Eug. Zak' (upper right)

oil on canvas

91.5 x 60.9cm (36 x 24in).

Painted circa 1925

£25,000 - 35,000

€31,000 - 43,000

US\$40,000 - 57,000

PROVENANCE

Galerie Zak, Paris (after 1926).

The Buffalo Fine Arts Academy, Buffalo, New York (1928).

Spencer Kellogg Jr., Buffalo, New York (acquired from the above, January 1929).

Thence by descent to the present owner.

EXHIBITED

Buffalo, New York, The Buffalo Fine Arts Academy, Albright Art Gallery, *Paintings and Drawings by Eugeniusz Zak, Ceramics by Mika Mikoun*, 21 October - 19 November 1928, no.24.

New York, International Art Center (Roerich Museum), 1930, no.7.

LITERATURE

F. Fels & P. Barchan, 'Eugene Zak' in *Deutsche Kunst und Dekoration*, 1925-1926, vol.57 (illustrated p.389).

S. Charles, 'L'Art en Pologne au XIX et XX Siecle' in L. Deshairs (ed.), *L'Art: des origines à nos jours*, Paris, 1932, vol.II (illustrated p.263).

B. Brus-Malinowska, *Eugeniusz Zak 1884-1926*, exh. cat., Warsaw, Muzeum Narodowe w Warszawie, no. 231 (illustrated p.165).

The authenticity of this work has kindly been confirmed by Barbara Brus-Malinowska.

Zak painted three versions of this composition, one recorded in Paris before 1926, a second in Berlin and the present work which, until its reappearance here, had been thought lost. Barbara Brus-Malinowska's catalogue raisonné incorrectly states that the Paris version of *L'accordéoniste* (*op. cit.*, no.233, p.166), rather than the present work, was in the collection of Spencer Kellogg Jr. We are grateful to Ms. Brus-Malinowska for her help in elucidating the early history of this picture.

L'accordéoniste, painted circa 1925, belongs to the later phase of Zak's career when, returning to Paris from Berlin, he once again took inspiration from the vibrant artistic life of the city and particularly the Expressionist tendencies of the Ecole de Paris. Zak had first arrived in Paris from Poland in 1902, and in the latter part of that decade exhibited at the Salon des Indépendents and became close to other émigré artists

of Polish origin such as Moïse Kisling and Mela Muter. He was attracted first to idyllic and Arcadian themes, and with many contemporaries was drawn to the simplicity of rural Brittany and the influence of Gauguin. He spent the war years in Poland, and by 1920 began to take inspiration from the altogether harsher themes of Picasso's Blue and Rose Period. He painted wanderers, gypsies and musicians particularly, using cold flat tones derived from Quattrocento frescoes.

These 'outsider' figures are principally characterised by their melancholic airs, elongated proportions and stylised poses. In *L'accordéoniste*, the subject assumes a vacant, pensive expression and is presented open mouthed as if singing a traditional lament. In accordance with other compositions from this period, the musician is also set against an empty space of subtly gradated colour to further heighten a sense of nostalgia and alienation. By divorcing his subjects from any context Zak seeks to express an attitude of escapism, where the viewer is projected into a world populated only by violinists, mandolin players and dancers.

At about this time, Zak also began to explore new technical possibilities in the expression of light and colour. Employing a syncretism that characterises much of his work, Zak here portrays the sitter through an unusual combination of simplified forms and carefully modulated areas of colour. Under the influence of Renaissance portraiture he harnesses nuances of tone to create an effect akin to chiaroscuro, and yet he retains an underlying flatness through the stylization of the figure, implementing techniques developed through an earlier engagement with Primitivism.

The first American owner of *L'accordéoniste* was Spencer Kellogg Jr. (1876-1944), heir to the Kellogg linseed oil dynasty in Buffalo, New York. Kellogg was expected to join the family business, but he is perhaps best remembered as a passionate admirer of the Arts and Crafts Movement, as well as an amateur printer. From an early age he had had an ambition to own a bookshop and to operate his own printing press, an ambition was eventually fulfilled when purchased the hand press once owned by William Morris, and founded the private Aries Press. He also served for two terms as Director of The Buffalo Fine Arts Academy.





15AR

Antoine (Anto) Carte (1886-1954)

Le village (triptych)

signed 'Anto Carte' (central panel, lower right; left panel, lower left; right panel, lower right)

oil on canvas

central panel 100.5 x 105cm (39 9/16 x 41 5/16in);

side panels 100.5 x 50.2cm (39 9/16 x 19 3/4in) each.

Painted circa 1925-26

£60,000 - 80,000

€74,000 - 98,000

US\$97,000 - 130,000

PROVENANCE

Charles Leysen, Brussels (acquired directly from the artist).
Thence by descent to the present owner.

EXHIBITED

Mons, Musée des Beaux-Arts, and Paris, Centre-Wallonie-Bruxelles,
Anto-Carte: rétrospective (1886-1954), 1995-96, no.32.

The authenticity of this work has kindly been confirmed by Françoise Eeckman.

Le Village stands at a key point in the development of Anto Carte's career. His work was first shown to the wider world at the pivotal exhibition of the Arts of Wallonia in Charleroi in 1911, which was designed to showcase the arts, industry and culture of the region. Carte spent part of the following decade in Paris, falling particularly under the influence of the symbolist poet Emile Verhaeren, and through him discovering the work of artists such as Pierre Puvis de Chavannes and Maurice Denis. Carte was represented in the *Les Imagiers Belges* exhibition in Paris in 1923, alongside Valerius de Saedeleer and Gustave van de Woestijne, and as a result of this in 1925 the Carnegie Institute in Philadelphia asked Carte to present a major retrospective of his work.

By 1925-26, and *Le Village*, Carte had developed his fully mature style, combining the clarity of line and didactic strength of Puvis de Chavannes

and Denis with the bold and expressionistic sense of Laethem-Saint-Martin artists such as Saedeleer and van de Woestijne. To these however he added his own feeling for realism, with a particular focus on subjects depicting the travails of the working man, particularly agricultural labourers. Despite what is sometimes termed the 'neo-humanism' of these idealisations of peasant honesty and strength, Carte's compositions often carry a strong religious sense. This is particularly clear in *Le Village*, with the Harvester and Milkmaid as secular saints attendant on the central panel dominated by a church spire. The triptych form itself is an overt echo of the traditional altarpiece, a configuration also used in Carte's 1923 paean to fishing communities *Les Offrandes* (Mons and Paris, *op. cit.*, no. 59; Sotheby's Paris, 30 May 2012, lot 38).

The later part of Carte's career was dominated by his membership of the Groupe Nervia, which he founded with Léon Eeckman and Louis Buisseret in 1928 with the aim of promoting the art and artists of Wallonia, and specifically the Province of Hainaut. To a certain extent this was a defence of Walloon art as distinct from the Flemish Expressionism of artists working around Laethem-Saint-Martin. As Josée Mambour notes, in a definition that could equally apply to *Le Village*, 'when comparing them to the Expressionist School, we can say that the Nervians preferred the chant to the cry, intelligence to instinct. A certain idealism contains their lyricism.' (J. Mambour, *Nervia*, Mons, 1978, quoted in <http://www.antocarte.be/en/nervia>, accessed 19 December 2012).







16AR

André Derain (1880-1954)

Portrait de Iya, Lady Abdy

signed 'aDerain' (lower right)

oil on canvas

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

Painted circa 1934-1939

£18,000 - 22,000

€22,000 - 27,000

US\$29,000 - 36,000

PROVENANCE

Justin K. Thannhauser, New York.

Marie Harriman Gallery, New York.

Estate of Marcel and Liliane Pollack, Sotheby's, London, 25 October 1995, lot 33.

EXHIBITED

San Francisco, Golden Gate International Exposition, 1939.

LITERATURE

M. Kellermann, *André Derain, Catalogue raisonné de l'oeuvre peint*, Paris, 1999, vol.III, no.1812 (illustrated p.113).

Iya, Lady Abdy (d. 1993), was the first wife of the English ship-owner Sir Robert Abdy (1896-1976). Born Iya Grigorievna de Gay in St Petersburg, she escaped with her family to Finland during the Russian Revolution, before moving to Paris. A striking blonde over six feet tall (Cecil Beaton said she 'invented size') she was one of the bright young things of Parisian society of the '20s and '30s. A friend of Coco Chanel and Jean Cocteau, she was a regular in the salon of the Comtesse de Noailles, and was photographed by Man Ray and Cecil Beaton, and for *Vogue* by George Hoyningen Huene.

In 1935 she financed a production of *Les Cenci* by the theatre visionary Antonin Artaud, in return for taking the part of Beatrice Cenci.

The play was based partly on Shelley's 1819 cabinet piece on the gruesome medieval story of incest and patricide, and partly on Stendhal's work of 1837 based on his own archival research. Both sources contributed to the shocking subject matter of the play, which was designed to introduce Artaud's brutal theories of the Theatre of Cruelty. Playing from 7 May 1935 over only fifteen performances to a bewildered and uncomprehending public, the only praise was for Iya Abdy's beauty and the sets and costumes designed by Balthus (fig. 1). At about the same time Balthus painted Lady Abdy's portrait in the role of Beatrice (fig. 2; formerly in Lady Abdy's own collection) in which she wears a deep red gown very similar to the one she wears in the present portrait, and which may indeed be the costume Balthus designed for the role.

Derain was increasingly involved in stage projects through the 1930s, working particularly with Balanchine and the Ballets Russe, as well as illustrating Artaud's *Héliogabale ou l'Anarchiste couronné* (1934). Balthus was a close disciple of Derain during this period, painting a striking portrait of the older artist in 1936 (New York, Museum of Modern Art).

Where Balthus's portrait of Lady Abdy expresses his own increasingly complicated psychological concerns, in the present work Derain demonstrates his close study of nineteenth century and earlier masters, particularly the portraiture of Courbet, in the careful arrangement of the hands and the sweeps of drapery.



Fig. 1 Lady Abdy in the play 'Les Cenci' by Antonin Artaud, 1935
© Boris Lipnitzki / Roger-Viollet



Fig. 2 *Lady Abdy*, 1935 (oil on canvas), Balthus, (Balthasar Klossowski de Rola) (1908-2001) / Private Collection / Photo © Lefevre Fine Art Ltd., London / The Bridgeman Art Library





17AR

Natalia Sergeevna Goncharova (1881-1962)

Composition aux arbres
 pochoir with gouache
 38 x 28cm (14 15/16 x 11in).
 Executed circa 1920-25
 £3,500 - 4,500
 €4,300 - 5,500
 US\$5,700 - 7,300

PROVENANCE

Laurence Rudzinoff, Paris.
 Acquired from the above by the present owner circa 1989.

LITERATURE

V. Leniashin (ed.), *Soviet Art, 1920s-1930s*, Russian Museum, Leningrad, Moscow, 1988, no.26 (another version illustrated, p.39).

Composition aux arbres is one of a series of landscapes that Goncharova executed *en pochoir* in the early 1920s. The series was developed directly from an earlier group in gouache and watercolour. In both series we see Goncharova marrying the typical devices associated with pre-war Analytical Cubism, such as multiple viewpoints and the flattening of picture space, with a more polished brushwork and controlled composition. This synthesis of technique was in accordance with the so-called 'return to order' espoused by the post-war Cubist painters who sought a return to control, rationality and clarity in the art of painting.

In 1973, this composition was included as one of four works, two landscapes and two abstract peacocks, which were included with a limited edition of 20 deluxe copies of Mary Chamot's monograph on the artist.



18AR

Sonia Delaunay (1885-1979)

Projet pour 'Voyages lointains'

signed, numbered and dated '1197/ Sonia Delaunay 1937' (lower centre)

gouache on tracing paper

35.8 x 23cm (14 1/8 x 9 1/16in).

Executed in 1937

£8,000 - 12,000

€9,800 - 15,000

US\$13,000 - 19,000

PROVENANCE

Gifted by the artist to the present owner, Paris (1969).

The authenticity of this work has kindly been confirmed by Richard Riss, and is registered in the archives, no.F1197.

In 1937 Sonia and Robert Delaunay were commissioned to decorate two temporary pavilions dedicated to Railways and Air Travel for the *Exposition Internationale des Arts et Techniques dans la Vie Moderne* in Paris. The present work is a preparatory study for one of two gold medal winning murals by Sonia for the Pavillon des Chemins de Fer.

19AR

Joan Miró (1893-1983)

Untitled III

signed 'Miró' (lower right); numbered and dated '10/1/67/ III' (on the reverse)

India ink and watercolour on Japan paper

46 x 62cm (18 1/8 x 24 7/16in).

Executed on 10 January 1967

£100,000 - 150,000

€120,000 - 180,000

US\$160,000 - 240,000

PROVENANCE

Pierre Matisse Gallery, New York.

Acquavella Galleries, Nevada.

Galerie Larock-Granoff, Paris.

LITERATURE

J. Dupin and A. Lelong-Mainaud, *Joan Miró, Catalogue raisonné: Drawings 1960-1972*, Paris, 2012, vol.III, no.1948 (illustrated p.147).

A fascination with the Arts of East Asia is apparent throughout Miró's career, explicit in the fluidity of his line and the calligraphic nature of so much of his painting and drawing. The response to Miró's works among collectors and connoisseurs in the Far East, and particularly in Japan, was similarly positive. In the summer of 1966 a major retrospective of his work was organised for the National Museums of Art in Tokyo and Kyoto, and Miró took the opportunity to make his first visit to Japan. The influence of traditional Japanese brush painting (*sumi-e*) is almost immediately apparent in his works on paper in this period. Long liquid forms drawn with the brush punctuated with staccato notations are backed by subdued wash tones. The formal influences of Japan are matched by technical shifts. During his visit Miró spent time studying with traditional Japanese masters, particularly potters and poets but also papermakers expert in the manufacture of *washi*, paper made with the fibres of the mulberry and other plants, known in the West as Japan paper.

The toughness of *washi* paper, the added dimension of the strands of fibre that are retained in the matrix, and the absence of sizing, all clearly attracted Miró. Small editions of his lithographs had been printed on Japan paper from the 1950s, but it is only from 1966 that he uses it with regularity for brush drawings (J. Dupin and A. Lelong-Mainaud, *op. cit.*, no. 1868 *et seq.*). Throughout his career he experimented with a variety of outlandish media and supports, from animal hide and canvas sails to found objects and burnt wood, but in this suite of drawings in brush on Japan paper we see a conscious and very satisfying matching of composition and process.



20AR

Fernand Léger (1881-1955)

Fêtes de la Faim

signed and dated 'F.L.48.' (lower right)

brush and black ink on paper

32.6 x 25.4cm (12 13/16 x 10in).

Executed in 1948

£12,000 - 18,000

€15,000 - 22,000

US\$19,000 - 29,000

PROVENANCE

Kay Hillman collection, New York.

Martha Jackson Gallery, New York.

Chrysalis Gallery, Southampton, New York.

This work will be included in the archives of the Comité Léger under reference no.26101001.

The present work is an illustration for Arthur Rimbaud's poem 'Fêtes de la Faim' ('Feasts of Hunger'), one of a number of compositions which Fernand Léger agreed to design in 1947 to illustrate Rimbaud's unfinished anthology *Les Illuminations* (1872-75).

It has been suggested that 'Fêtes de la Faim' was written in 1873 during Rimbaud's stay in London with Paul Verlaine, with whom he had begun a tumultuous relationship. Surviving only on a small allowance from Verlaine's mother, their lives in England were difficult and their bohemian lifestyle led them swiftly into poverty. Their relationship was further endangered by a reliance on absinthe and hashish, but the struggles that they faced may have been the inspiration for the hunger portrayed in the poem. It appears more likely however, that the poem was written in July 1872, when Rimbaud and Verlaine stopped in Brussels on their way to England.

Beyond the literal hunger and adversity described in 'Fêtes de la Faim', Rimbaud focuses on a greater appetite or desire to possess and discover the world; a hunger for exploration and freedom (L. Forestier, *Poesies, Une Saison en Enfer-Illuminations*, Paris, 1965). The first verses portray the longing for discoveries ('My hunger, Anne, Anne, flee on your donkey' – verse 1, line 1) while the end of the poem refers to the ripe fruit, lamb's lettuce and violets, suggesting that he finds what he aspired to. The anecdotal sense is substituted for a vision of life. Rimbaud's evocative words and surrealist style create hallucinatory and dreamlike effects.

Léger's interpretation of the poem is a very personal one, which appears to focus on the optimistic ending of the poem. He chooses the peaceful and reassuring face of a woman staring into her open hand, surrounded by flowers which echo the newly discovered wonders of the world.

Although Léger was commissioned to illustrate 'Fêtes de la Faim' as part of a project relating to the anthology *Les Illuminations*, the poem is thought not to be part of that collection. Rimbaud composed two versions of the poem, one in *Vers Nouveaux* (also entitled *Derniers Vers*) and the other in *Une Saison en Enfer*. The poems included in *Les Illuminations* were written in no particular order and it is very possible that some earlier editions had wrongly attributed 'Fetes de la Faim' to that collection. This would perhaps explain why this illustration was included in the edition on which Léger worked.

Kay Merrill Hillman was the renowned art dealer and collector who acquired an impressive collection of important modern and contemporary art throughout her lifetime. After her death, works by Joan Miró, Albert Gleizes, Paul Klee and Paul Cézanne were bequeathed to major public collections such as the Guggenheim Museum in New York and the National Gallery of Art in Washington, D.C.

*Leaves have appeared on earth!
I seek out the flesh of overripe fruit.
At the furrow's dug I feed
On lamb's lettuce and violets.*

Arthur Rimbaud, 'Fêtes de la Faim' ('Feasts of Hunger'),
verse six.



21*AR

Fernand Léger (1881-1955)

Composition aux quatre figures, affiche pour l'entente entre les peuples pour le désarmement contre la guerre microbienne

signed and inscribed 'a Lydmila/ Kassatkina/ notre chère tigresse/ нашей дорогой тигрице [our dear tigress]'/ FLéger' (lower right)

pencil and gouache on paper

58 x 40.5cm (22 13/16 x 15 15/16in).

Executed circa 1952-1955

£70,000 - 100,000

€86,000 - 120,000

US\$110,000 - 160,000

PROVENANCE

Lyudmila Kasatkina, Moscow (gifted directly by the artist, 1955).

Thence by descent to the present owner.

This work will be included in the archives of the Comité Léger under reference no.2012180402.

*'My era was one of
great contrasts, and I
am the one who made
the most of it. I am the
witness of my time.'*

(Fernand Léger, quoted in C. Lanchner
(ed.) *Fernand Leger*, exh. cat., New York,
Museum of Modern Art, 1998, p. 15)





Fig. 1 *The Three Sisters*, 1952, Léger, Fernand (1881-1955) / Staatsgalerie, Stuttgart, Germany / Alinari / The Bridgeman Art Library © ADAGP, Paris and DACS, London 2012.

Expressed with an arresting graphic immediacy, Léger's *Composition aux quatre figures* bears a direct compositional resemblance to his celebrated painting *The Three Sisters* (1952) (fig. 1), now in the collection of the Staatsgalerie, Stuttgart. The composition, with its group of boldly modelled, sculptural figures was one which he addressed repeatedly during the 1950s, and yet in each version of the scene he deliberately alters certain formal aspects so as to imbue each work with its own particular significance.

It is characteristic of Léger to revisit imagery from his earlier work. The two standing figures from *Composition aux quatre figures* and *Les trois soeurs* for example are drawn from *Les deux soeurs* of 1935. However, during the latter part of his career we can detect a deliberate appropriation of previous compositions to achieve a more clearly defined ideological spirit. As Peter de Francia notes, 'One can make the claim that the pictures done in the last ten years of his life become more didactic, more preoccupied with thematic content, and more ideological - the reverse of simplification in terms of content - than anything he had previously painted... These changes were brought about in a number of ways... he radically reinforced his colour. He coupled this with the use of imagery of an increasingly direct kind.' (P. de Francia, *Fernand Léger*, New Haven and London, 1983, p.228).

From the outset, the poster-like quality of *Les trois soeurs* is harnessed by Léger to emphasise the communicative effect of *Composition aux quatre figures*. Set against a plane of vivid red the figures are rendered with a stark clarity. The contours of their stylised and tumid forms are uncompromisingly articulated with heavy black lines. These black lines, as Léger explained, 'gave the required intensity, and by relying on it I was able to prise out the colour: for instead of conscribing it by contours I was able to place it freely outside them.' (Fernand Léger quoted in P. de Francia, *op. cit.*, p.254). It is this combination of linear form and monochromatic colour that gives the figures of both *Les trois soeurs* and *Composition aux quatre figures* a statuesque presence and throws them defiantly into the foreground.

Furthering its graphic effect, Léger also introduces a textual element to *Composition aux quatre figures*. Indeed, it is the only known example of this particular composition which includes an inscription. Here, the juxtaposition of text and image enriches our appreciation of the otherwise familiar scene and directs the emotive response of the viewer. Meanwhile, Léger also implements subtle compositional adjustments and substitutions to further illustrate his message, and to ground the work with a cultural relevance.



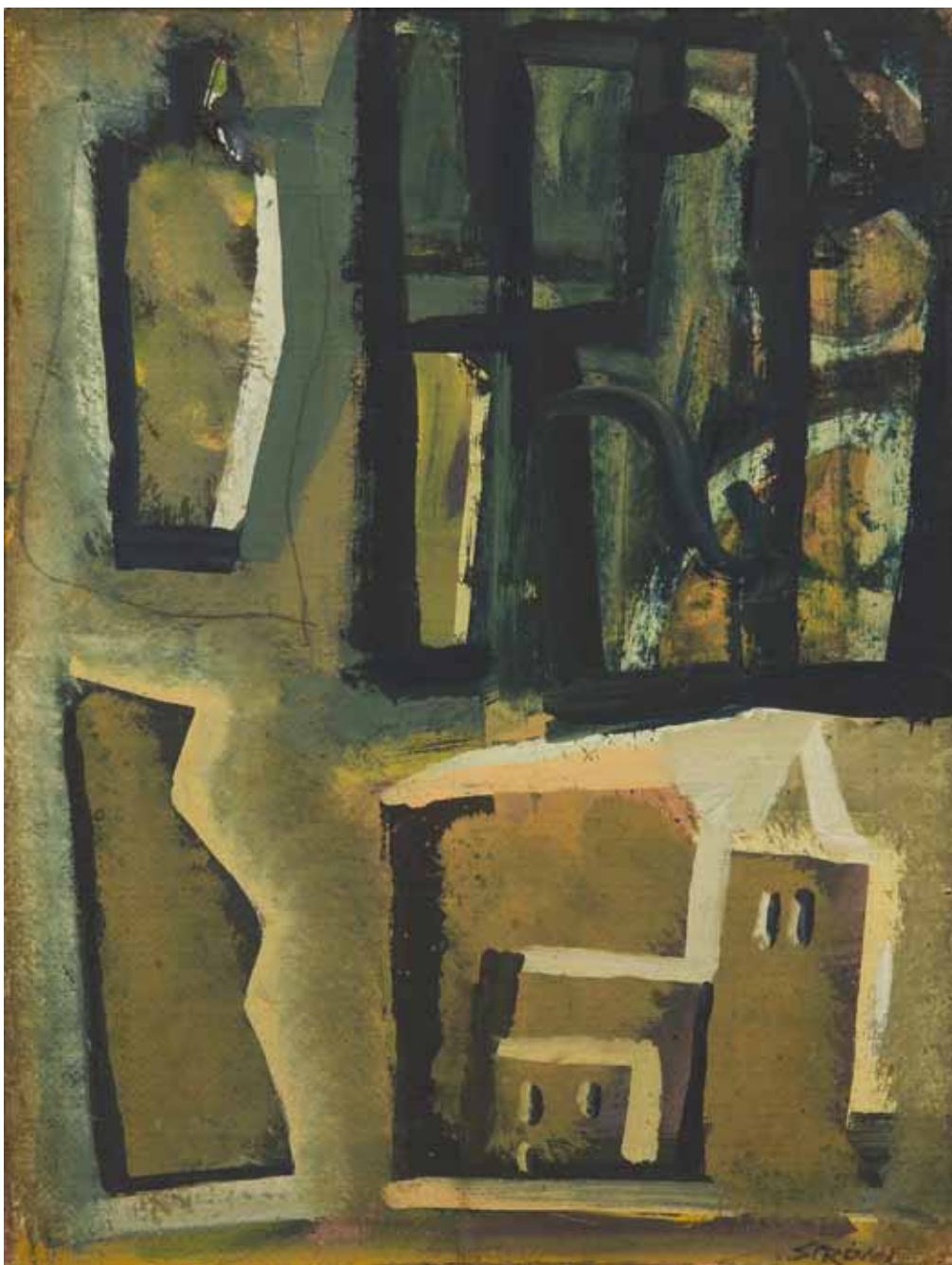
Fig. 2 Actress Lyudmila Kasatkina in the feature film *Tiger Girl*, 1954

Prior to 1952, the year in which *Les trois soeurs* and possibly *Composition aux quatre figures* were executed, Léger had regularly exhibited at peace exhibitions in France and abroad as well as attending the first Peace Congress in Wroclaw, Poland, with Picasso, Eluard, Aimé, Césaire and others. However, it was not until this year that Léger made an important public statement on peace at the Vienna Congress. In his 1952 address Léger condemned the waste of human life for political ends. The emotional core of his speech was drawn from his personal experience of two World Wars, in particular the First World War in which he had been a stretcher bearer and had experienced the unprecedented horror of the trenches.

In light of this and the particular historical context, *Composition aux quatre figures* assumes a poignant gravitas. It was created at a time when the anxieties of the Cold War were at their height and, more specifically, during or immediately after the Korean War (1950-1953). In 1952, the French Communist Party, of which Léger was a member, was deeply unsettled by news of the McCarthy persecutions in the US, and the situation in Korea where the US was suspected of using biological weapons against the North Koreans. There was deep public concern with regard to the research and stockpiling of biological weapons, and this contributed to the general climate of fear associated with the Cold War arms race.

Clutching a peace treaty instead of the flower, the collected group of figures in *Composition aux quatre figures* represents the different races of the world as they join together in harmony. The composition is recast as a tentative hope for the world peace as well as warning of the perils which lie ahead if disarmament is not achieved. The child, in earlier arrangements an animated accordion player, is now depicted lying motionless in the arms of the seated figure. The viewer is nonetheless left to question if this child is perhaps an innocent victim, and a symbol of foreboding for the future of humanity.

As if to underscore this intention for accord and friendship between nations, Léger personally gifted this work to the famous Russian actress Lyudmila Ivanovna Kasatkina in early 1955. Celebrated throughout Russia and internationally, the movie starlet had played a leading role in the film *Tiger Girl* in 1954 to great acclaim (fig. 2). Léger publicly presented the work to the actress at a dinner in the Soviet embassy during her visit to Paris and the work is inscribed to 'our dear tigress' by both Léger himself and his wife, Nadia Khodassievitch Léger.



PROPERTY FROM A DISTINGUISHED NORTH ITALIAN PRIVATE COLLECTION

22AR

Mario Sironi (1885-1961)

Composizione con figure

signed 'SIRONI' (lower right)

oil and tempera on paper laid to canvas

30.5 x 23.5cm (12 x 9 1/4in).

Painted circa 1958

£3,000 - 5,000

€3,700 - 6,100

US\$4,900 - 8,100

PROVENANCE

Galleria d'Arte Roberto Rotta, Genoa.

This work is sold with a photo-certificate of authenticity from Francesco Meloni.



PROPERTY FROM A DISTINGUISHED NORTH ITALIAN PRIVATE COLLECTION

23AR

Mario Sironi (1885-1961)

Composizione con montagne

signed 'SIRONI' (centre right)

oil on canvas

45 x 59.5cm (17 11/16 x 23 7/16in).

Painted circa 1956

£8,000 - 12,000

€9,800 - 15,000

US\$13,000 - 19,000

PROVENANCE

Galleria Il Milione, Milan.

D4 Galleria d'Arte, Alessandria.

This work is sold with a photo-certificate of authenticity from Francesco Meloni.

24AR w

Salvador Dalí (1904-1989)

Chair de poule rhinocérontique, ou Rhinocéros cosmique

signed, numbered and stamped with the foundry mark 'Salvador Dalí/
7/8/ CIRE/ C.VALSUANI/ PERDUE' (to the underside)

bronze with dark green patina

140cm(55 1/8in) (height)

Conceived in 1956 and cast by the Valsuani Foundry in 1991 in a
numbered edition of 8 plus 4 artist's proofs (EA), 2 non-commercial
proofs (HCM) and one foundry proof (HCF)

£150,000 - 250,000

€180,000 - 310,000

US\$240,000 - 400,000

PROVENANCE

Presented by the Valsuani foundry to the present owner.

LITERATURE

R. and N. Descharnes, *Dalí, The Hard and the Soft, Spells of the Magic of
Form*, Paris, 2004, pp.70-71, fig.152 (another cast illustrated p.71).





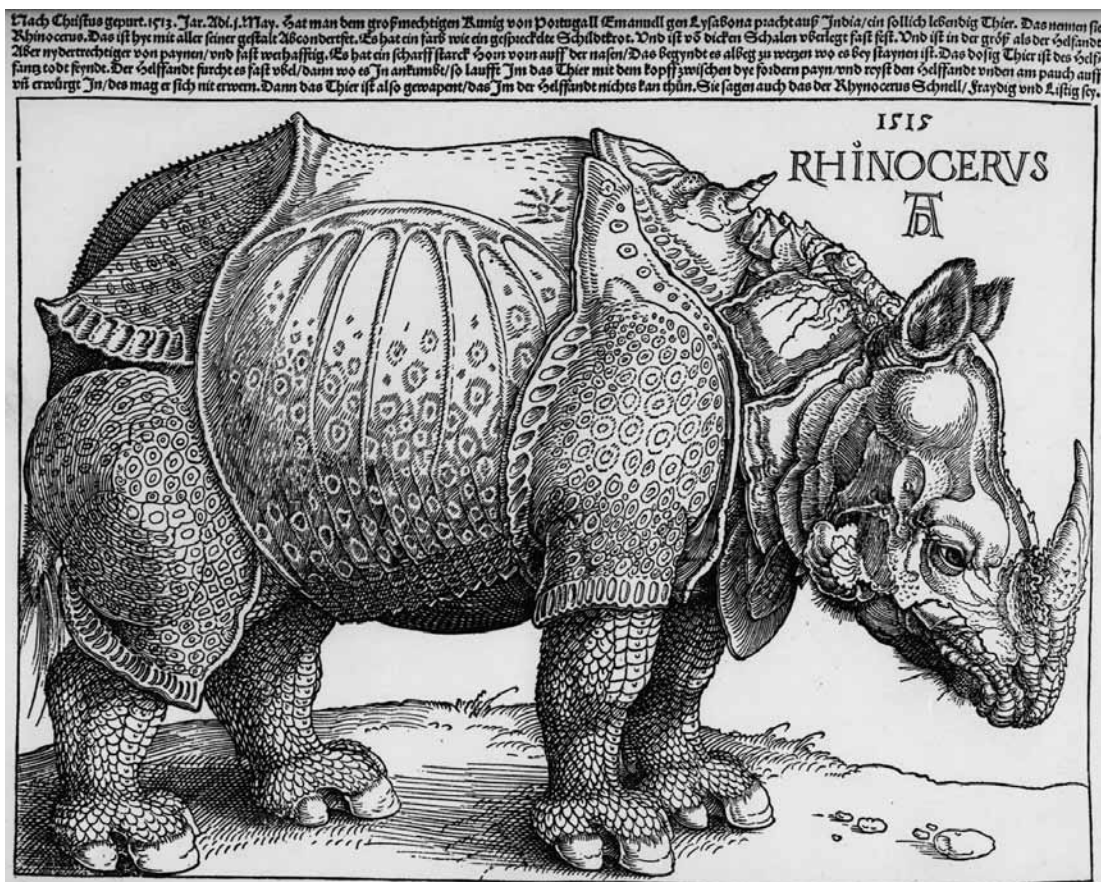


Fig. 1 Albrecht Dürer, *The Rhinoceros*, woodcut, 1515 (Bartsch 136)

Rhinocéros cosmique represents the summation of a number of Dalí's obsessions from the 1950s, as arranged in a bewildering formula expounded by the artist to Robert Descharnes at Cadaqués in the summer of 1954: 'nebulous = *Lacemaker* = rhinoceros horn = corpuscular and logarithmic granulation of the cauliflower = granulation of the sea urchin, this shudder of creation' (R. and N. Descharnes, *op. cit.*, p.66).

Each element of this formula can be related to *The Prodigious Adventure of the Lacemaker and the Rhinoceros*, the extraordinary film project that Dalí worked on from 1951 to 1962, with Robert Descharnes as director and amanuensis. The film, described as a 'cinematic symphony', was driven by Dalí's adherence to his paranoiac-critical method of surrealist invention and as a result almost defies description. The roots of each element can to a certain extent be divined.

The *Lacemaker* is Vermeer's painting of that title in the Louvre, which Dalí had first encountered as a reproduction on the wall of his father's study. Vermeer stood at the head of the trinity of Dalí's favourite artists, ahead of Raphael and Velázquez, with *The Lacemaker* as the ideal image. The picture appears first in a scene in *Un Chien Andalou*, the pivotal surrealist film Dalí made with Luis Buñuel in 1929. The obsession reappears in 1954 when Dalí was granted permission to make copies of the original in the Louvre. This coincided with his investigations into

the logarithmic spiral, a mathematical progression which he saw as an element in an underlying natural system linking God and nature. The logarithmic spiral also guides the process by which a rhinoceros horn grows, much as it does the development of a snail's shell, the seeds in a sunflower head and the arrangements of the florets in a cauliflower. He underlined the importance of this discovery in his lecture at the Sorbonne in December 1955 entitled *Phenomenological Aspects of the Paranoiacal Critical Method*, to which he was driven in a Rolls Royce filled with cauliflowers.

The combination of Vermeer and rhinoceros appears again in *Paranoiac-Critical Study of Vermeer's Lacemaker* of 1955 (New York, Solomon R. Guggenheim Museum), in which the young lacemaker is herself besieged by a maelstrom of rhino horns. In the same year, as part of the ongoing investigations documented in *The Prodigious Adventure of the Lacemaker and the Rhinoceros*, Dalí took a large reproduction of *The Lacemaker* to the enclosure of François the Rhinoceros at Vincennes Zoo, and painted the results with the intention of seeing 'a rhinocentric *Lacemaker* spring up from the canvas' (Robert Descharnes, quoted in R. and N. Descharnes, *op. cit.*, p.61; <http://www.youtube.com/watch?v=WbhzwNipuk> accessed 19 December 2012).



Fig. 2 Dalí eating a sea urchin during a boat excursion, 11 October 1959, at Cap de Creus
 photograph R. Descharnes © photo DESCHARNES & DESCHARNES sarl 2013

The representation of the rhinoceros in the present sculpture derives from Dürer's celebrated woodcut of 1515, a reproduction of which also hung in Dalí's childhood home (fig. 1). That animal was a specimen sent from Portugal's Indian territories to Lisbon and was intended by King Manuel I as a present for the Pope (although it died in a shipwreck on the onward journey to Rome). Dürer never saw the rhinoceros, and his heavily armoured almost mechanical representation was made from written descriptions. Present, however, is the puckered hide so similar to human 'goose flesh' which fascinated Dalí and which is repeated in *Rhinocéros cosmique*.

The final element is the sea urchin, a fundamental trope in the Dalinian vocabulary, which first appears twinned with the rhinoceros on the plinth of the *Madonna of Port Lligat* of 1950 (Tokyo, Private collection). The artist explained the genesis of the sea urchin as 'the fear felt by a droplet of water to lose its beauty and purity at the instant of its first fall to earth. Seized with dread, this original drop, who was afflicted with this first great shiver of creation, saw how its surface was first angered and produced goose flesh' (R. and N. Descharnes, *op. cit.*, p.70).

The sea urchin and the rhinoceros are further linked in the *Miss Chair de Poule* scene from *Paranoiac-Critical Study of Vermeer's Lacemaker*, filmed in November 1954 and again in November 1956, in which Dalí tried to provoke goose bumps in the armpit of a prone woman

by dragging a bundle of bayonets across a marble slab, as Robert Descharnes recalls, 'the goose bumps were supposed to recall the texture of a sea urchin, the granulations of a cauliflower, the spiralled grains of a sunflower and even the rear end of an Asian rhinoceros' (R. and N. Descharnes, *op. cit.*, p.64).

'The osmosis sea urchin/rhinoceros was present at every instant in Dalí's research for our film, *The Prodigious Adventure of the Lacemaker and the Rhinoceros*. At the end of autumn, one morning we were eating freshly fished sea urchins from Gala's boat, as was our custom. Dalí proposed to complete *The Rhinoceros Dressed in Lace* with the legs of giraffe, like the elephants in his painting *The Temptation of Saint Anthony* with a pyramid of sea-urchins on his back for the film. *Rhinocerontic Goose Flesh*, known as *Rhinocéros cosmique*, was born.' (fig. 2; R. and N. Descharnes, *op. cit.*, p.70). The layout was finalised in a drawn instruction for the film in pencil and collage, now in a private collection (R. and N. Descharnes, *op. cit.*, fig.151).

In an interview with Alain Bosquet in 1969 Dalí declared that he dreamt of seeing his monumental statue erected 'exactly at the spot where, at the Trocadéro, a bronze effigy of a rhinoceros once existed. I want it to be a cosmic rhinoceros.' (quoted in R. and N. Descharnes, *op. cit.*, p.70). He was perhaps remembering August Cain's *Combat between a rhinoceros and two tigers* of 1882 which stood in the Tuilleries within sight of his apartment at the Hôtel Meurice.

25AR

Marino Marini (1901-1980)

Cavallo e cavaliere

signed 'MARINO' (lower right)

pencil, black ink and gouache on paper

67.9 x 46.9cm (26 3/4 x 18 7/16in).

Executed circa 1955

£8,000 - 12,000

€9,800 - 15,000

US\$13,000 - 19,000

The authenticity of this work has kindly been confirmed by the Marino Marini Foundation.

This gouache is typical of Marino Marini's exploration of one of his favourite motifs. Horses and riders appear repeatedly throughout his career but the representation evolved dramatically as time passed and the horrors of the Second World War became apparent to the world. The submissive horses and masterful riders of the early years later developed into expressive compositions which communicate the frailty and despair that became palpable in the relationship between man and nature.

In the present work the artist approaches these motifs through a dynamic interplay of black lines and shapes. Compared to other compositions, here there is no dramatic gesture. The horse is presented as stationary with its legs crossed and head up, as if proudly posing before the spectator. The rider, seated firmly in the saddle, has his back slightly arched, echoing that of the horse, conveying a sinuosity which creates a counterpoint to the bold criss-cross of diagonals. On a rich terracotta background, a nod to the Etruscan tradition, the two figures merge into a refined geometric composition whose balance, reminiscent of Marini's sculptures from the 1930s, carries with it the underlying tension characteristic of his later work.



PROPERTY FROM A DISTINGUISHED
NORTH ITALIAN PRIVATE COLLECTION

26AR

Aligi Sassu (1912-2000)

Il Cavallo e la Sfinge

signed 'SASSU' (lower right); signed twice, titled and dated 'Aligi Sassu/
1959/ Il Cavallo e la Sfinge/ SASSU' (on the reverse)

oil on canvas

50 x 59cm (19 11/16 x 23 1/4in).

Painted in 1959

£6,000 - 8,000

€7,400 - 9,800

US\$9,700 - 13,000

PROVENANCE

Studio A - Ente Fiuggi - A.T.A., Fiuggi.

Galleria d'Arte Tosetti, Prato.

Galleria del Girasole, Udine.

EXHIBITED

Fiuggi, Studio A - Ente Fiuggi - A.T.A., *I rassegna internazionale di Pittura contemporanea*, 1 August - 10 September 1964, no.37.

The authenticity of this work has kindly been confirmed by the Archivio Aligi Sassu.

Sassu's interest in mythology becomes apparent in his pictorial vocabulary from the early 1930s. However, his referencing of mythological imagery was always tempered by a connection with reality and lived human experience. This dynamic was paralleled in the artist's general approach since, despite his mythological interests, he was an active participant in politics and the artistic debates of the day, including the Futurist movement with its preoccupation with the dynamism of the modern world.

According to ancient Greek tradition, the sphinx was a demon with the body of a lion, the head of a woman, the wings of a bird and the tail of a snake, set to guard the entrance of the city of Thebes. In *Il Cavallo e la Sfinge*, Sassu depicts this ominous creature as a counterpoint to the powerful and vigorous wild horse which challenges the demon on behalf of the petrified man lying prone at her feet. The motif of the horse is used repeatedly by Sassu, and often appears in his paintings as a protagonist representing raw human spirit unfettered by social and historical constraints.



PROPERTY FROM A DISTINGUISHED
NORTH ITALIAN PRIVATE COLLECTION

27AR

Carlo Carrà (1881-1966)

Paessaggio in Brianza

signed and dated 'C Carrà 956' (lower left)

oil on canvas

40 x 30cm (15 3/4 x 11 13/16in).

Painted in 1956

£12,000 - 18,000

€15,000 - 22,000

US\$19,000 - 29,000

PROVENANCE

Pasqualino Rescigno, Salerno.

L'Incontro Libreria Galleria d'Arte, Salerno.

Galleria D'Arte La Borgognona, Rome.

G. Zanini Arte Contemporanea, Italy.

EXHIBITED

Acqui Terme, Palazzo Liceo Saracco, *Il Paesaggio di Carrà*, 13 July - 8 September 1996, no.47.

LITERATURE

M. Carrà, *Carrà tutta l'opera pittorica, 1951-1966*, Milan, 1968, vol.III, p.577, no.15/56 (illustrated p.233).

Carrà's oeuvre moved through late Impressionist, Futurist, and Metaphysical phases, evolving into a 'lyric realism' which first appeared in the early 1920s and lasted until his death in 1966. He was intimately involved in the intellectual debates of the time, on the essence of painting and the function of Italian modern art and, in keeping with the development of these debates, he moved away from the Classicist and Fascist rhetoric of the Novecento movement to embrace expressive seascapes and desolate landscapes.

Painted in 1956, *Paesaggio in Brianza* is a late example of this lyrical realism. Using a composition similar to his earlier works, he depicts a sunny day in a typical North Italian landscape. Surrounded by cornfields, small white houses stand at the bottom of verdant hills dominated by a medieval castle. The formal simplicity of the composition conveys a sense of stillness and peace which transcends the physicality of the natural environment and gestures towards a deeper essence expressed in the painting itself. Drawing on the tradition of Giotto, Carrà articulates an emphasis on representation while simultaneously incorporating contemporary theories of form and colour to create landscapes which have both the spirituality of Giotto's frescos and the materiality of Cézanne's landscapes: 'The representational nature of Italian art tells us that the artist has the necessity, first of all, of the object. But from the object he derives that essence which transcends its exteriority.' (Carlo Carrà quoted in M. Carrà, *Carrà: tutta l'opera pittorica, 1951-1966*, Milan, 1968, vol.III, p.11).



28AR

Marc Chagall (1887-1985)

Petit bouquet

signed, inscribed and dated 'Pour Tériade/ 14 mai/ Chagall' (lower right)

pen and gouache on paper

9.8 x 18.9cm (3 7/8 x 7 7/16in).

Executed circa 1950

£8,000 - 12,000

€9,800 - 15,000

US\$13,000 - 19,000

PROVENANCE

Tériade, (gifted directly by the artist).

Alice Tériade, Tériade's wife (by descent from the above).

Gifted by the above to the present owner.



Photograph of Tériade, circa 1950

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

A constant motif throughout Chagall's oeuvre, flowers clearly held great meaning for the artist. Traditionally symbols of beauty, romance and innocence, flowers also carry with them a reminder of the fleeting and fragile nature of these concepts, reinforcing the preciousness of the present. Rendered in delicate and slender outlines, *Petit bouquet* is immediately recognisable as by the hand of the artist. Shadowing the embracing lovers, the bouquet springs to life in a burst of life-affirming mauve and blue pigments.

Petit bouquet may have been executed during one of Chagall's two trips to Greece in the 1950s following the artist's commission by his friend the publisher Tériade [born Stratis Eleftheriades] to work on a series of illustrations to the second century AD romance *Daphnis and Chloe* (commissioned in 1952 and published in 1961). Chagall had first met Tériade in 1940 when the latter had bought a large part of the stock of Ambrose Vollard, Chagall's previous publisher. This included the artist's unused plates for illustrations to Gogol's *Les Ames Morts*, which, partly reworked, Tériade published in 1948. The relationship was to prove extremely fruitful, resulting in major series of illustrations to the *Fables* of La Fontaine (1952) and the Bible (1956), as well as several projects in Tériade's journal *Verve*.

The present work was gifted to Tériade by the artist and stands testament to the men's mutual respect and deep friendship.



29

Reuven Rubin (1893-1974)

Delphinium

signed 'Rubin' and signed again in Hebrew (lower left); inscribed and dated 'RUBIN-DELPHINIUM-1962' (on the stretcher)

oil on canvas

92 x 65cm (36 1/4 x 25 9/16in).

Painted in 1962

£40,000 - 60,000

€49,000 - 74,000

US\$65,000 - 97,000

PROVENANCE

Lord Wolfson of Marylebone.

Harold Bowman, Deputy Chairman of Great Universal Stores, London
(gifted by the above *circa* 1970s).

Thence by descent to the present owner.

The authenticity of this work has kindly been confirmed by Carmela Rubin.



30AR

Albert Saverys (1886-1964)

Paysage de la Lys

signed and dated 'Saverys/ 54' (lower left)

oil on canvas

100 x 120cm (39 3/8 x 47 1/4in).

Painted in 1954

£3,000 - 5,000

€3,700 - 6,100

US\$4,900 - 8,100

PROVENANCE

Acquired in Belgium (before 1962).

Thence by descent to the present owner.

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

This landscape depicts flooding on the River Lys in Belgium, probably in the neighbourhood of Sint-Maartens-Latem between the cities of Deinze and Ghent. The Lys was a great source of inspiration for Flemish artists in the later nineteenth and early twentieth century, with figures such as George Minne, Léon and Gustave de Smet, Theo van Rysselberghe and Constant Permeke spending much time in the neighbourhood. Its landscapes were refracted through their various approaches to painting, and they were inspired, among other stimuli, by the quality of the light, a desire to return to Nature and an associated impulse to return to the apparent simplicity of the Flemish Primitives.

Many of these artists were drawn to the village of Sint-Maartens-Latem which gave its name to their evolving style. Albert Saverys lived for many years in a villa overlooking the river. During the winter months the river floods regularly, and the expanse of floodwater then reflects the enormity of the Flemish skies and provides a magical sight which became a favoured subject throughout his career.



PROPERTY OF A EUROPEAN COLLECTOR

31AR

Carlos Nadal (1917-1998)

Mer du Nord

signed 'cNadal' (lower right); signed twice, titled, dated and stamped with artist's atelier stamp 'MER DU NORD - 1984/ cNadal' (on the reverse)

oil on canvas

62 x 81cm (24 7/16 x 31 7/8in).

Painted in 1984

£18,000 - 25,000

€22,000 - 31,000

US\$29,000 - 40,000

PROVENANCE

Private collection, England.

EXHIBITED

Leeds, The Stanley & Audrey Burton Gallery, University of Leeds, *Carlos Nadal: Paintings in Yorkshire Collections*, June - August 2011.

London, Bonhams, *Carlos Nadal: Paintings in English Collections, a non-selling exhibition*, August - September 2011, no.13.

LITERATURE

J. Duncalfe, *Carlos Nadal 1917-1998, An English Perspective*, Harrogate, 2010, (illustrated p.119).

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

Described as 'the last wild expressionist of Spain' (J. Duncalfe, 'Carlos Nadal: Obituary' in *The Independent*, 20 June 1998), Nadal's exuberant use of joyful colour, bold application of paint and expressive outlines are perfectly exhibited in *Mer du Nord*.

A child-like sense of nostalgia is evoked in the present work through the cheerful beach huts, sun-drenched beach, smart sailors in uniform and figures promenading along the pier. This uplifting feeling resonates through each of Nadal's works, produced in a long career which began at the age of thirteen, after the artist lied about his age in order to gain entrance to the School of Arts and Crafts in Barcelona.

Despite fighting in the Spanish Civil War and spending five months in a concentration camp, the artist continued to paint on whatever material came to hand, and his optimistic perception of the world expresses itself throughout his oeuvre.



PROPERTY OF A EUROPEAN COLLECTOR

32AR

Carlos Nadal (1917-1998)

La maison à Trouville

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

oil and mixed media on canvas

65.1 x 81cm (25 5/8 x 31 7/8in).

£18,000 - 25,000

€22,000 - 31,000

US\$29,000 - 40,000

PROVENANCE

Private collection, England.

LITERATURE

J. Duncalfe, *Carlos Nadal 1917-1998, An English Perspective*, Harrogate, 2010, (illustrated p.81).

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

End of Sale

The next Impressionist & Modern Art sale at New Bond Street will be held on 18 June 2013 at 3pm.



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CAMPO 956



Impressionist & Modern Art

Wednesday 17 April 2013, 2pm
Knightsbridge, London
Entries now invited

Closing date for entries:
Friday 22 February 2013

Enquiries:
Ruth Graham
+44 20 7468 5816
ruth.graham@bonhams.com

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

Style et Élégance au Grand Palais

Thursday 7 February 2013, 10.30am
The Grand Palais, Paris

Viewing

Wednesday 6 February 9am to 6pm

London contact:

+44 (0) 20 7393 3856

mark.oliver@bonhams.com

Paris contact:

+33 (0) 1 42 61 10 10

Catherine.Yaiche@bonhams.com

Rembrandt Bugatti

(Italian, 1884-1916)

'Gnou se léchant la patte'

circa 1907

A Patinated Bronze Study

€320,000 - 380,000



Bonhams

1793

The South African Sale

Wednesday 20 March 2013, 2pm
New Bond Street, London

Viewing

Sunday 17 March 11am to 3pm
Monday 18 March 9am to 4.30pm
Tuesday 19 March 9am to 4.30pm
Wednesday 20 March 9am to 12pm

+44 (0)20 7468 8213
sapictures@bonhams.com

Vladimir Griegorovich Tretchikoff
(South African, 1913–2006)
'Chinese Girl'
oil on canvas
£300,000 – 500,000

International Auctioneers and Valuers - bonhams.com/southafricanart

The Grosvenor School & Avant-Garde British Printmaking

Tuesday 16 April 2013
New Bond Street, London
Entries now invited

Closing date for entries
Friday 22 February 2013

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

Cyril Power (British, London 1872-1951)
Tube Station (Coppel CEP 32)
Linocut printed in yellow ochre, viridian and
Chinese Blue, 1932, on buff oriental laid tissue,
signed, titled and numbered from the edition
of 60 in pencil, with margins
258 x 295mm (10 x 11 5/8in) (B)
£50,000 - 70,000

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone (only available on lots with a low estimate greater than £400)

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

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

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

8. VAT

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

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

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

9. PAYMENT

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

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

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

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £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: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 3% surcharge;

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

11. SHIPPING

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 7468 8353/8302 Fax: +44 (0)20 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 Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/about-us/museums-and-libraries/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5228. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

DEFRA, Wildlife Licensing and Registration Service
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
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. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 10 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

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 in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
 - 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
 - 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
 - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in

writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
 - 3.1.1 the *Purchase Price* for the *Lot*;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
 - 3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

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

- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
 - 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
 - 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
 - 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
 - 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
 - 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
 - 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- #### 5 STORING THE LOT
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6	RESPONSIBILITY FOR THE LOT		
6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.	7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .		9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		9.2.3 within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		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 <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

- 10.2.2 changes in atmospheric pressure; nor will we be liable for;
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *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 (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*. **"Loss and Damage Warranty"** means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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20th Century British Art

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Aboriginal Art

Greer Adams
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African and Oceanic Art

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Fred Baklar
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American Paintings

Alan Fausel
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Antiquities

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Antique Arms & Armour

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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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Frank Maraschiello
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Australian Art

Litsa Veldeks
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Australian Colonial Furniture and Australiana

James Hendy
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Books, Maps & Manuscripts

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British & European Glass

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U.S.A.
Suzy Pai
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British & European Porcelain & Pottery

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U.S.A
Peter Scott
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Contemporary Art

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California & American Paintings

Scot Levitt
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Carpets

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Hadji Rahimpour
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Chinese & Asian Art

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U.S.A
Dessa Goddard
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HONG KONG
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Clocks

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Jonathan Snellenburg
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Coins & Medals

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Contemporary Art & Modern Design

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Sharon Goodman Squires
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Costume & Textiles

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Entertainment Memorabilia

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Stephanie Connell
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Catherine Williamson
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Ethnographic Art

Jim Haas
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Football Sporting Memorabilia

Dan Davies
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Furniture & Works of Art

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Fergus Lyons
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Greek Art

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Golf Sporting Memorabilia

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Irish Art

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Impressionist & Modern Art

Deborah Allan
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Islamic & Indian Art

Alice Bailey
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Japanese Art

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Suzannah Yip
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Marine Art

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Gregg Dietrich
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Mechanical Music

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Modern, Contemporary & Latin American Art

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Motor Cars

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Motorcycles

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Musical Instruments

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Natural History

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Old Master Pictures

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Russian Art

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South African Art

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Toys, Dolls & Chess

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