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# A focus on William Kentridge

Wednesday 20 March 2013  
New Bond Street, London



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Full of Love



# **A focus on William Kentridge**

**Wednesday 20 March 2013 at approximately 3.45pm  
to immediately follow The South African Sale  
New Bond Street, London**

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Front cover: Lot 202  
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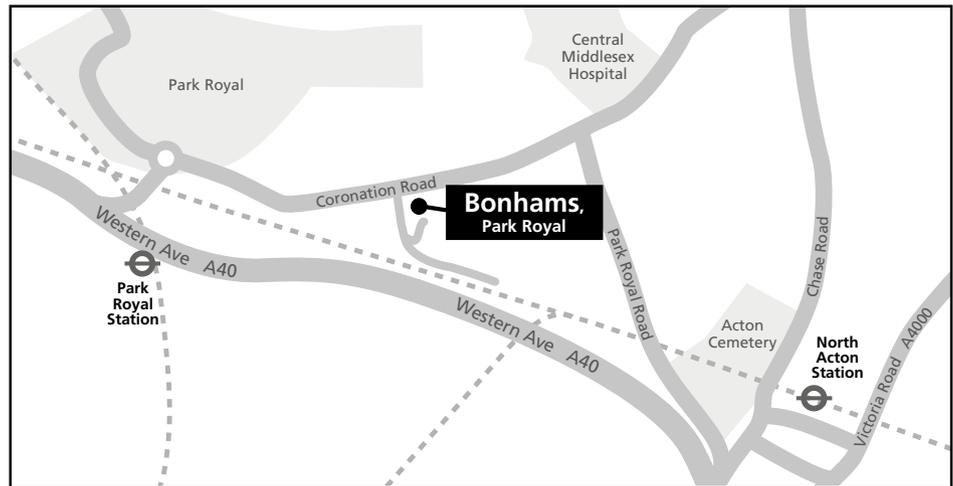
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*A focus on*  
**William Kentridge**



# “Kentridge’s poetic and haunting problems of South Africa to address



Photographs by Mark Shoul and courtesy of the Kentridge studio

William Kentridge is, on the one hand, a very “local” artist: “I have never been able to escape Johannesburg,” he is often quoted, “The four houses I have lived in, my school, my studio, have all been within three kilometres of each other. And in the end, nearly all my work is rooted in this rather desperate provincial city”. Certainly, while the artist’s prodigious career in drawing and printmaking, theatre and opera, sculpture and animated film, has largely unfolded from the nucleus of the dystopian landscapes of his home town, his work also enfolds the politics and poetics of diverse geographies from Weimar Germany to the Soviet Union. For Kentridge is also, on the other hand, an “international” artist, in every sense of the term.

Prominent US museum directors Lisa Philips and Robert Fitzpatrick echoed the notion of the artist’s celebrated interweaving of the local and the universally-accessible on the occasion of the 2001 travelling exhibition *William Kentridge*: “While making unambiguous reference to the harsh realities and history of his homeland, Kentridge’s poetic and haunting work transcends the complex problems of South Africa to address the human condition”.

Although already prominent in South Africa, it was at Documenta X (1997) in Kassel, Germany, that the artist first came to the foreground of the global art world’s consciousness. The inclusion of two of his animated films, *Felix in Exile* (1994) and *History of the Main Complaint* (1996) – meditations on memory and individual responsibility in the wake of apartheid’s downfall, produced through his trademark charcoal erasure technique – find their answering call in Documenta XIII (2012), in which the artist’s multi-media installation *The Refusal of Time* was amongst the most visited sites at the exhibition.

# *work transcends the complex the human condition...*

In the intervening fifteen years, Kentridge has continued to produce new work that engages diverse audiences in both its formal acuity and conceptual rigour. These years have also witnessed solo exhibitions in all corners of the globe, prestigious honours and awards, and, most recently, the opportunity to deliver the annual Norton Lectures at Harvard University, affirming Kentridge's status as a renowned public intellectual. In the United Kingdom alone, the artist's 8-channel film installation *I Am Not Me, The Horse is Not Mine* (2008) was chosen as one of the inaugural projections in the Tate Modern's new exhibition space, The Tanks, in 2012, while 2013 sees the Hayward Gallery's travelling exhibition, *A Universal Archive: William Kentridge as Printmaker*, alight in Liverpool, Newcastle, Birmingham and Derby.



***I have never been able to  
escape Johannesburg...  
The four houses I have  
lived in, my school, my  
studio, have all been  
within three kilometres  
of each other.***

It is fitting that this March, Kentridge's work features as a special section of Bonhams' South African sale in London. Appearing alongside the great masters of the country's artistic traditions – Irma Stern, Gerard Sekoto, Alexis Preller and others – Kentridge takes his place at the forefront of the international market for South African art. We are delighted to offer an unparalleled range of works from the full span of the artist's career and across diverse media, from original charcoal drawings to anamorphic explorations, from mixed-media sculptures to monumental linoleum prints. Our thanks go out to the Kentridge studio for their assistance in the preparation of this sale.

201  
William Joseph Kentridge (South African,  
born 1955)  
'Alfa Romeo'  
signed and dated 'W Kentridge '87' (lower  
right), bears title 'Alfa Romeo' (centre)  
charcoal, graphite and chalk on paper  
65 x 99.5cm (25 9/16 x 39 3/16in).  
£20,000 - 30,000  
ZAR280,000 - 420,000

PROVENANCE:  
A private collection, South Africa  
A private collection, Canada

EXHIBITED:  
New York, Gallery Schlesinger, *TOXIC ASSETS*,  
2009

Kentridge's vigorous charcoal drawings of the 1980s, with their dense spatial compositions and expressive gestures, reflect the artist's early career interest in Weimar-era art and culture – particularly the work of Otto Dix, Georg Grosz and Max Beckmann. The resulting scene of chaos and casualty captures something of the urban charge of Johannesburg during the State of Emergency, and was informed by an incident with an ambulance which Kentridge witnessed outside his home.

The woman on crutches, who appears on the left of the scene, is familiar from Kentridge's earlier *Industry and Idleness* series, where the hatted figure has sweet nothings whispered in her ear in *Promises of Fortune*.





202 W

William Joseph Kentrige (South African, born 1955)

'Responsible Hedonism'

signed and dated 'KENTRIDGE '88' (lower right)

charcoal and body colour

106 x 178.5cm (41 3/4 x 70 1/4in).

£80,000 - 120,000

ZAR1,100,000 - 1,700,000

PROVENANCE:

Vanessa Devereux Gallery, London, *Responsible Hedonism*, 1989

A private collection

EXHIBITED:

London, Vanessa Devereux Gallery, *Responsible Hedonism*, 14 May - 20 June 1989

Street, Somerset, Atkinson Gallery, *Cross*

*Currents: Contemporary Art Practice in South Africa*, 5 June - 30 September 2000

LITERATURE:

J. Picton and J. Law (eds.), *Cross Currents: Contemporary Art Practice in South Africa*, (Somerset, 2000), illustrated p.55

This large charcoal drawing was the title work for the artist's 1989 solo exhibition 'Responsible Hedonism' at the Vanessa Devereux Gallery in London. The two figures kissing at the centre of the composition are linked both to the etching of the same name in the series *Industry and Idleness* (1987-1988) as well as the large-scale screenprint *The Battle between Yes and No* (1989).

"Through figures whose tongues twist together", Judith Hecker has suggested, the works "convey a sense of social antagonism", and suggests something of the many competing messages being circulated in the political arena of the late '80s in South Africa. The couple are situated within the very public space of a stadium, complete with microphones and loudspeakers, the iconography of mass communication.

The disembodied heads in a cabinet which feature on the right of the image are part of the artist's elaboration of the *Casspirs Full of Love* theme between 1988 and 1989. Both *Casspirs Full of Love* and *Responsible Hedonism* originated in work done by the artist in Italy.

BIBLIOGRAPHY:

J. B. Hecker, *William Kentrige, Trace: Prints from The Museum of Modern Art*, (New York, 2010), p.58





203 W

**William Joseph Kentridge (South African, born 1955)**

'Casspirs Full of Love'

signed and dated 'KENTRIDGE.88' (lower left)

encaustic and pastel

175 x 95cm (68 7/8 x 37 3/8in).

£140,000 - 180,000

ZAR2,000,000 - 2,500,000

PROVENANCE:

A private collection

EXHIBITED:

Street, Somerset, Atkinson Gallery, *Cross Currents: Contemporary Art Practice in South Africa*, 5 June - 30 September 2000

LITERATURE:

J. Picton and J. Law (eds.), *Cross Currents: Contemporary Art Practice in South Africa*, (Somerset, 2000), illustrated p.80

*Casspirs Full of Love* is the title for a group of works – including a drawing, an encaustic, a screenprinted banner and a drypoint – which Kentridge developed between 1988 and 1989. The various incarnations all feature disembodied heads either dispersed in a landscape or packed into cabinets, resonating with scenes from the 1989 film for projection, *Johannesburg, 2nd Greatest City after Paris*.

*Casspirs Full of Love* is renowned as one of the artist's most overtly political projects. Best known are the drypoint etchings, printed in two phases (1989 and 2000), which appear in significant international collections such as those of the Metropolitan Museum, MoMA, Johannesburg Art Gallery and Tate London. The current lot however, is unique, and a rare example of the use of encaustic in Kentridge's oeuvre.

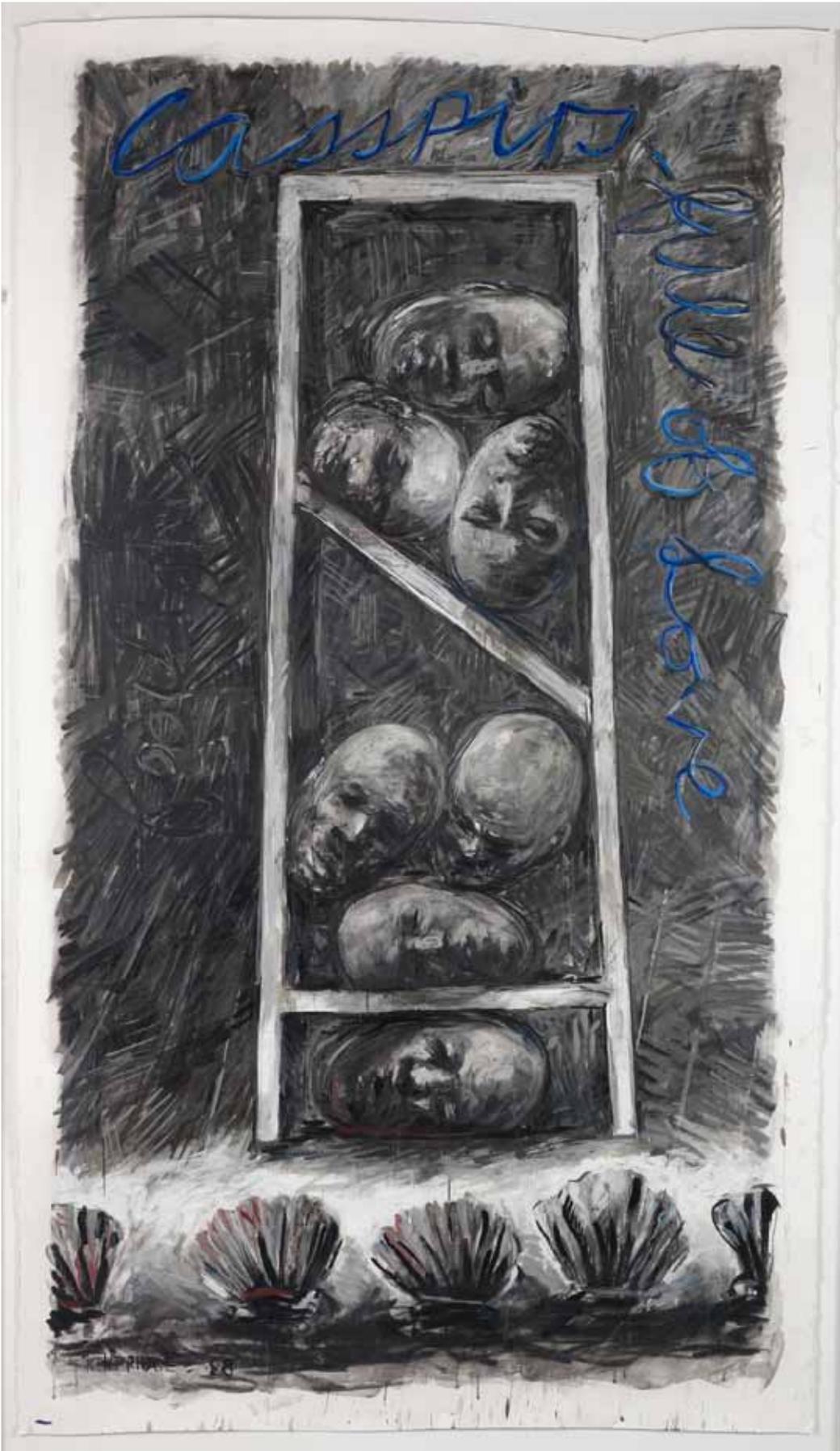
As recorded by Judith Hecker in the catalogue *William Kentridge, Trace: Prints from the Museum of Modern Art*: "The heads were inspired by artworks Kentridge encountered in Florence: frescos by Giotto, the figures of which he later drew and cut up, resulting in a pile of decapitated heads; and a mound of bronze heads sculpted by Tony Cragg". The title comes from a personal dedication overheard by Kentridge on the popular radio programme "Forces Favourite", sent from a mother to her son in the South African security forces: "This message comes to you from your mom with Casspirs full of love".

Under the state of emergency declared in South Africa from the mid 1980s, armoured military vehicles called Casspirs were deployed to the townships, ostensibly permitting police to open fire at unarmed civilians in order to "keep the peace". *Casspirs Full of Love* captures the tension between the violence employed by the Casspirs and the message of love sent to the security forces; contradictions inherent in the apartheid state but somehow upheld in daily life. As Dan Cameron observes: "It is startling to see Kentridge employ [a Casspir] as a container for human affection, much less the victims of state violence..." This tension is echoed on an aesthetic level through the highly charged, textural surface of the encaustic, contrasted with the loping cursive of the inscription.

BIBLIOGRAPHY:

D. Cameron, 'A Procession of the Dispossessed', in D. Cameron, C. Cristov-Bakergiev and J.M. Coetzee, *William Kentridge*, (London and New York, 2003), p. 50

J. B. Hecker, *William Kentridge, Trace: Prints from The Museum of Modern Art*, (New York, 2010), p. 58-59



204

**William Joseph Kentridge (South African, born 1955)**

'Arc/Procession 9'

signed and dated 'Kentridge '89' (centre right) and inscribed 'Arc/

Procession 9 / Sept 25 1989' (upper right), bears studio stamp

'W.J.Kentridge / 21 Liddel Street' (upper right)

charcoal and chalk

51 x 72cm (20 1/16 x 28 3/8in).

£25,000 - 35,000

ZAR350,000 - 490,000

#### PROVENANCE

Acquired at Cassirer Fine Art and Gallery on the Market, Johannesburg,

*William Kentridge: Drawings and Graphics*, 1990

A private collection

The problem of depicting massed crowds has long been a productive avenue for formal innovation in Kentridge's work. One of the most successful outcomes has been the use of the processional arc: a transverse 'slice' or band of protestors spread out in a fan-like shape. As the eye cannot take in all the forms simultaneously, but must by necessity follow the curve, the image conjures a sense of thick time, of continuity, that the standard linear arrangement does not.

The inspiration for arranging figures in an arc came from a circular, fifteenth-century drawing that Kentridge saw in the Metropolitan Museum of Art, New York, in 1985: "I remember thinking that I could put people around that circle and I would have a form that could be used to show a lot of people moving and that would encapsulate time, without simply being a photograph of a crowd. A section of it then became the series of *Arc/Procession* drawings."

Megaphones and miners, businessmen and buckets are the proponents of this decidedly unheroic cavalcade, many of them familiar from earlier drawings. The figure below the arc, with his truncated field of view, may suggest the position of the viewer, as the 1990 works which resulted from the experimental drawings of 1989 – *Arc Procession (Develop, Catch Up, Even Surpass)* (a monumental work in the collection of the Tate Modern) and *Arc Procession (Smoke, Ashes, Fable)* – are "executed on an architectural scale and are installed above eye level, like the carved relief friezes on triumphal arches". The same character appears in a very similar *Arc/Procession* drawing from 1989 in the collection of the British Museum.

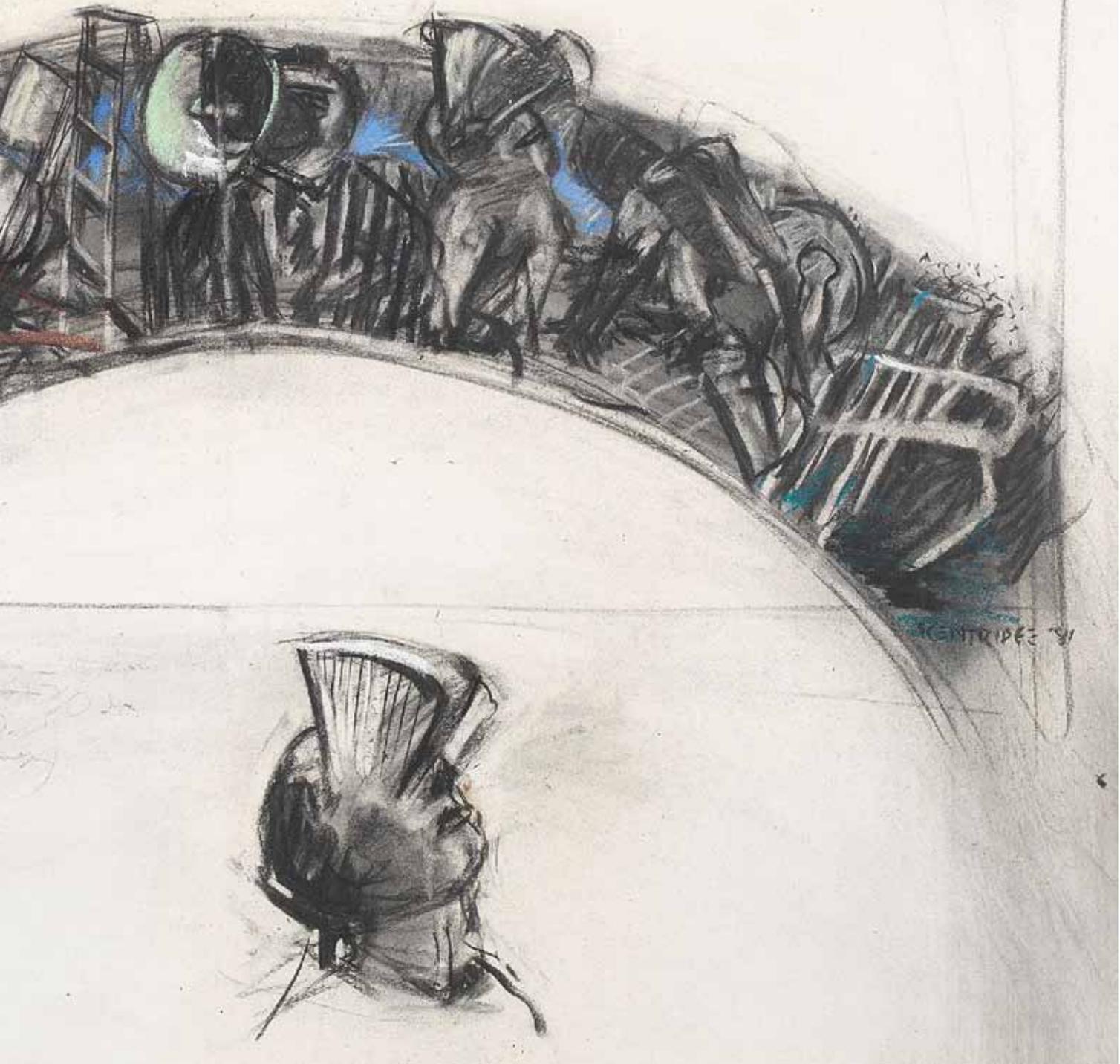
The studio stamp on the drawing refers to the artist's home in the 1980s in the inner-city Johannesburg suburb of Bertrams. The run-down suburb's characters and cast-offs make their appearance in several of Kentridge's works.

#### BIBLIOGRAPHY:

K. McCrickard, *William Kentridge*, (London, 2012), p.30



ARC/Provision I  
Sept 25 1989



205\*

William Joseph Kentridge (South African, born 1955)

Swimming pool

signed 'KENTRIDGE 89' (lower right)

charcoal

48 x 60cm (18 7/8 x 23 5/8in).

£15,000 - 20,000

ZAR210,000 - 280,000

PROVENANCE:

From the collection of Arlene Amaler-Raviv, obtained directly from the artist

The current lot is typical of the artist's work of the late 1980s, which Kate McCrickard has suggested "can be considered as a repository of signature images for future mining". Such "germinating motifs" include baths and swimming pools (water will become central as a symbol of a state of grace in later works), as well as disassociated elements of city stadiums. During this period in his career, Kentridge developed key images of Johannesburg's dystopic urban milieu, shifting them from "background trope to a foreground subject... The city's stadiums, swimming pools, wrecked cars, billboards and burning tyres... are scattered through some energetic drawings from the mid-1980s".

BIBLIOGRAPHY:

K. McCrickard, *William Kentridge*, (London, 2012), p. 17, p. 21





**206\***

**William Joseph Kentrige (South African, born 1955)**

'Dutch Iris'

signed 'W.Kentrige' (lower right) and numbered '27/50' (lower left)  
etching and aquatint

published by David Krut Fine Art

107 x 59cm (42 1/8 x 23 1/4in).

£20,000 - 30,000

ZAR280,000 - 420,000

*Dutch Iris* originated in 1992 and reveals a rare symphony of colour in Kentrige's largely monochromatic *oeuvre*. Drawing on the rich blues and purples of Van Gogh's iris paintings, Kentrige created three plates, each with an array of complex markings which allowed for the layering of inks and an edition of luscious vibrancy. Each plate was so brilliant and contained such variety that each was subsequently editioned self-standing.



207

**William Joseph Kentridge (South African, born 1955)**

'Iris II'

signed 'W Kentridge' (lower right) and numbered 48/50 (lower left)

archival pigment print

156 x 110cm (61 7/16 x 43 5/16in).

£12,000 - 18,000

ZAR170,000 - 250,000

Secured by a clamp for close observation, this single iris has been accorded the concentrated attention of a master draughtsman and printmaker. Though often closely identified with his rougher, more gestural charcoal drawings, Kentridge here explores the etching medium's receptiveness to fine detail in the scalloped petals and subtly shifting hues of the flower. The artist has spoken extensively about the centrality of printmaking in his oeuvre, and the pleasure he finds in etching particularly.

**BIBLIOGRAPHY:**

R. Malbert, 'William Kentridge: Printmaker', in *A Universal Archive: Kentridge as Printmaker*, exhibition catalogue, (London, 2012) p. 13







208\*

William Joseph Kentridge (South African, born 1955)

'Head (Green)'

signed and dated 'W Kentridge '92' (lower right) and inscribed 'May 15/5' (lower left); bears gallery label (verso)

drypoint with hand colouring

103 x 79cm (40 3/16 x 30 11/16in).

£60,000 - 90,000

ZAR840,000 - 1,300,000

PROVENANCE:

With Priska C. Juschka Fine Art, New York, 2007

Private collection, North America

EXHIBITED:

New York, *William Kentridge: Works on Paper from the 1980s and 1990s*, Priska C. Juschka Fine Art, 1 February - 3 March 2007

Beginning in 1992, Kentridge produced a series of monumental drypoint prints of a head, with handpainting and torn shards created from varying templates, allowing for incarnations in orange (editioned 1993), blue (editioned 1993-8) and green (1992), though the latter were never editioned. These *Heads* were printed by master printer Jack Shirreff, assisted by Andrew Smith, at the 107 Workshop in Wiltshire.

As Erik Denker has articulated, what makes Kentridge's prints unique is that "great variety occurs in what would normally be uniform editions. In a medium known for its often virtually identical multiple originals, he constantly experiments during the printing with changing the marks on the surface, the inking, and the addition of wash and hand-colouring".

*Head (Green)* depicts a disassociated male head; his head tilts back and his eyes are closed. Sight and insight, or the lack thereof, is a central theme in Kentridge's work. The subject's upwardly tilting chin exposes the carotid artery in his extended neck in what can be read as a gesture of either submission or strength: it is unclear whether these are eyes closed in defiance, dreaming, or death. In many ways, the *Head* works read as a formal elaboration of the artist's well-known 1989 drypoint Casspirs *Full of Love*, though the individual head offers a more elegiac composition and ambivalent message.

The current lot is one of only three early state proofs of the *Head (Green)*. It was not editioned, unlike the orange and blue versions, making it an extremely rare work.

BIBLIOGRAPHY:

E. Denker, 'William Kentridge: Metamorphosis and Memory', in *William Kentridge/Oleg Kudryashov: Against the Grain*, (Washington D.C., 2009), exhibition catalogue, pp. 9-21, p.10





209\*

**William Joseph Kentridge (South African, born 1955)**

'Head'

signed 'W.Kentridge' (lower right ) and numbered '12/15' (lower left)

drypoint with hand colouring

published by David Krut Fine Art, London

103 x 79cm (40 9/16 x 31 1/8in).

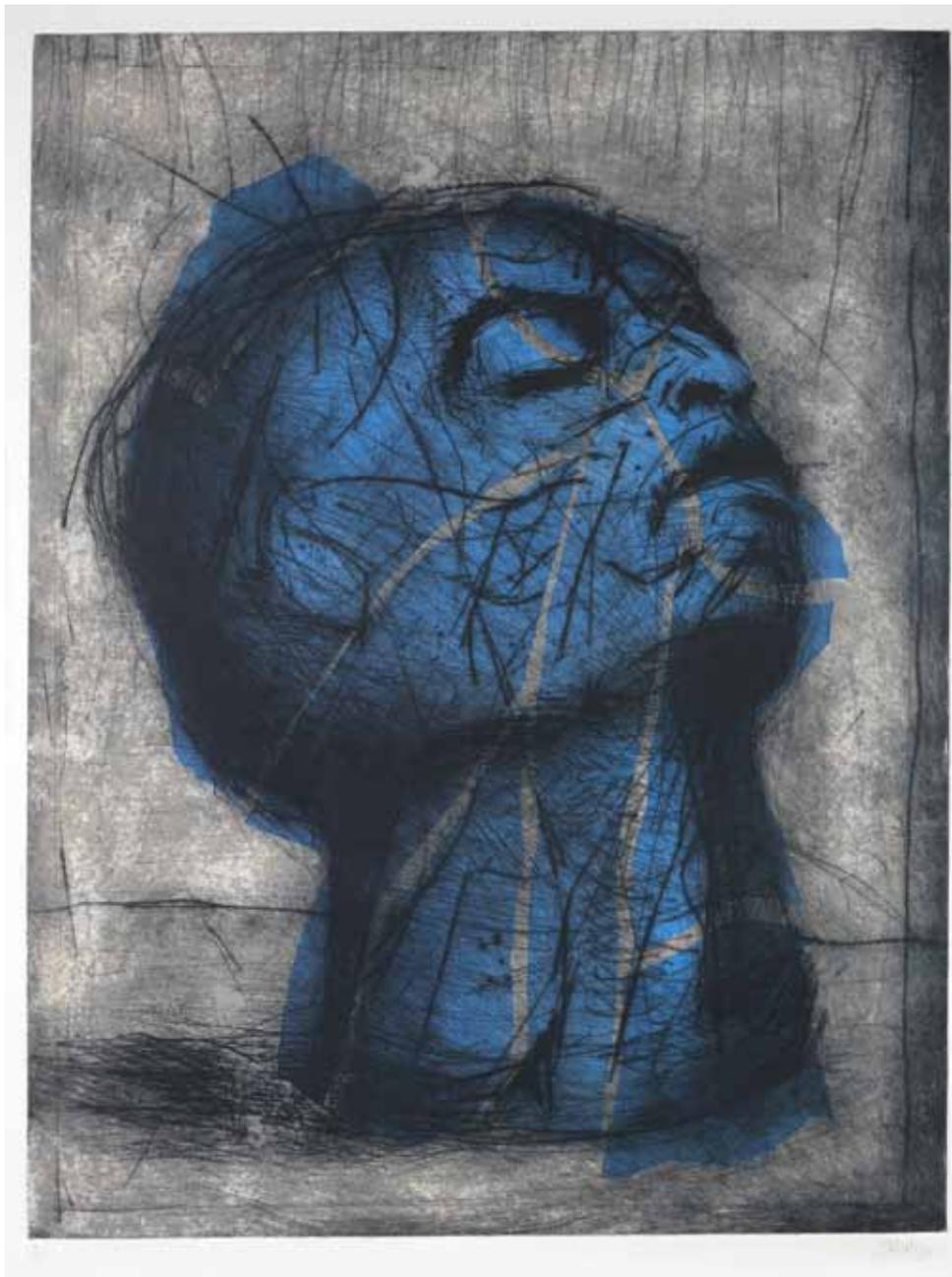
£50,000 - 80,000

ZAR700,000 - 1,100,000

LITERATURE:

D. Krut (ed.), *William Kentridge Prints*, (Johannesburg, 2006), another edition illustrated p.46

K. Geers (ed.), *Contemporary South African Art - The Gencor Collection*, (Johannesburg, 1997), another edition illustrated on the front cover and p.22



210

**William Joseph Kentridge (South African, born 1955)**

'Blue Head'

signed 'W.Kentridge' (lower right) and numbered '10/35' (lower left)

drypoint with hand colouring

published by David Krut Fine Art, London

103 x 79cm (40 3/16 x 31 1/8in).

£30,000 - 50,000

ZAR420,000 - 700,000

**PROVENANCE:**

Purchased by the current owner, Cape Town, 1999

Private collection, UK

**LITERATURE:**

D. Krut (ed.), *William Kentridge Prints*, (Johannesburg, 2006), another edition illustrated p.47

*William Kentridge/Oleg Kudryashov: Against the Grain*, (Washington D.C., 2009), exhibition catalogue, another edition illustrated on the front cover and plate 8

An edition of Kentridge's *Head (Blue)* is in the Smithsonian collection in Washington D.C., amongst other significant private and public collections.

211\* W

William Joseph Kentridge (South African, born 1955)

'Sleeper Red'

signed 'W Kentridge' (lower right) and inscribed 'Proof' (lower left)  
etching, aquatint and drypoint

98 x 194cm (38 9/16 x 76 3/8in).

published by David Krut Fine Art, London

£30,000 - 40,000

ZAR420,000 - 560,000

#### LITERATURE

B. Law-Viljoen (ed.), *William Kentridge Prints*, (Johannesburg and Iowa, 2006), another edition illustrated pp. 68-69

With its throbbing scarlet background, *Sleeper Red* is the most startling exponent of Kentridge's *Sleeper* series of 1997, which includes *Sleeper 1*, *Sleeper Black*, and *Sleeper and Ubu*. The work was printed by master printer Jack Shirreff, assisted by Andrew Smith, at 107 Workshop in Wiltshire in an edition of fifty, and published by David Krut Fine Arts, London.

The *Sleeper* prints were informed by an earlier set of etchings called *Ubu Tells the Truth*, as well as the theatre production *Ubu & the Truth Commission*. In these related projects, Kentridge resituates the protagonist of Alfred Jarry's *Ubu Roi* (1896) – a satirical play about power, greed, and bourgeoisie complacency – in a South African context.

Two significant themes run through the works. The first is the disjunctive selves and desires that constitute a single person, a preoccupation that also underpins the Soho/Eckstein dichotomy in Kentridge's film works. Ubu is represented as both a starkly delineated cartoon figure and as a naked man, modelled on the artist, who is ensnared in the former's outline. The most direct antecedent for *Sleeper Red* is the etching *Act IV scene I of Ubu Tells the Truth*, a profile view of a slumbering man who cradles his head in one arm.

In developing the etchings, Kentridge used source photographs of himself acting the role of Ubu in various postures, including sleeping. Sleeping becomes a metaphor for oblivion; an analogue of the desire to blot out or escape the disagreeable or dissonant elements of past and present, of one's very self. Memory always leaves its marks, however, and in *Sleeper Red*, these are embedded in the surface of the plate.

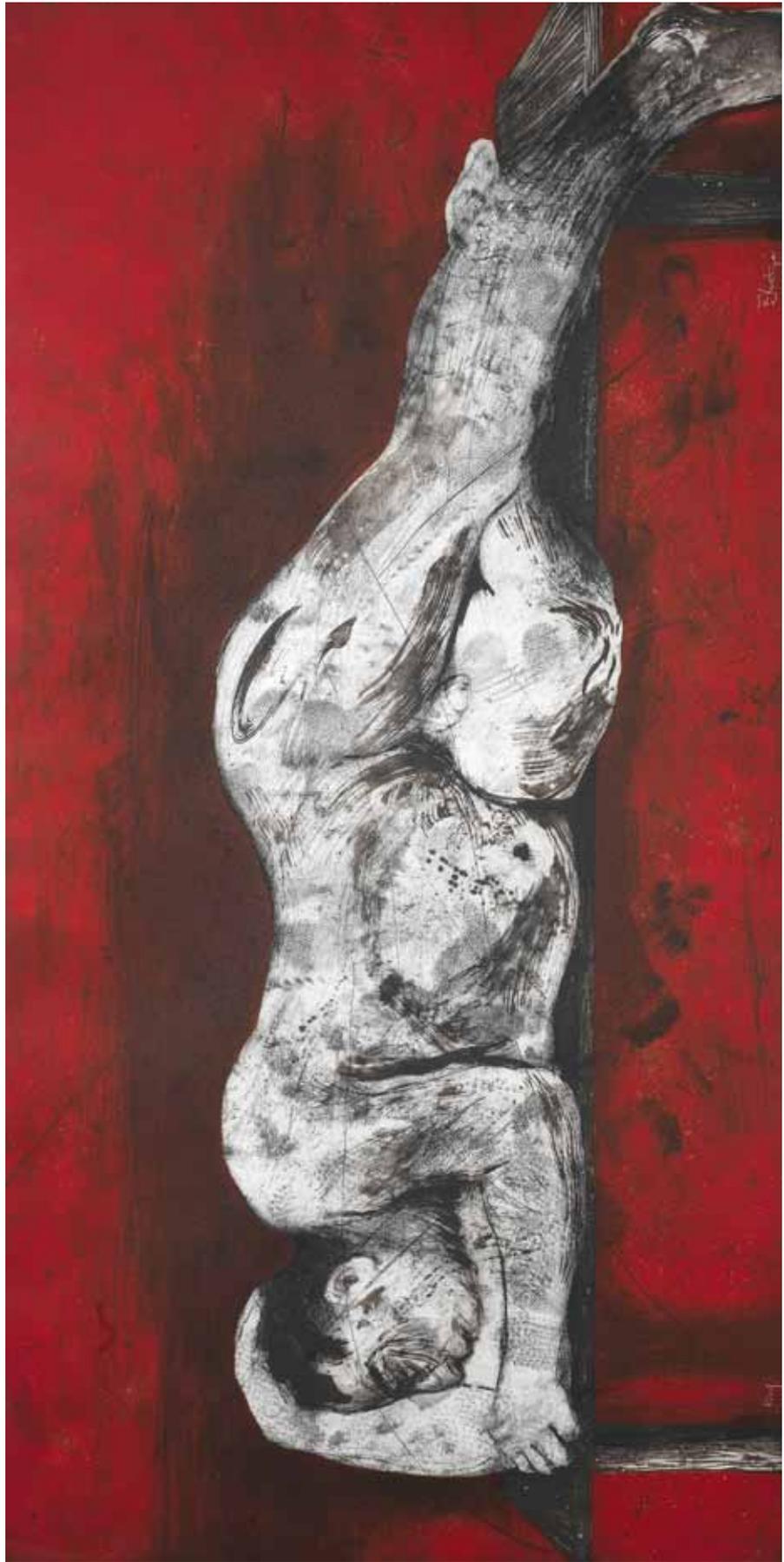
Kentridge describes how he placed various objects in the soft-ground prior to etching the plate in order both to flesh out the sleeper's form with a sense of texture, and to invoke the traces of history that haunt the present. With such large works, he explains, "one has to pull shape and texture into [it]". The surface of the print, which bears the artist's image, also literally bears the imprint of his hand in the fingerprints dispersed across the picture plane.

Reflecting its status as one of the artist's iconic works, an edition of *Sleeper Red* is in the collection of the Tate Modern, London. Other editions of the work have sold at Christie's London, September 15, 2010 (lot 186), Cornette de Saint-Cyr, Paris, November 19, 2007, lot 571, Christie's New York, Wednesday, October 31, 2007, lot 610, Sotheby's London, February 08, 2007, lot 456 and Phillips de Pury & Company New York, September 12, 2006 (lot 56).

#### BIBLIOGRAPHY:

B. Law-Viljoen (ed.), *William Kentridge Prints*, (Johannesburg and Iowa, 2006), p. 66

L. Cooke, 'Mundus Inversus, Mundus Perversus', in *William Kentridge* exhibition catalogue, (Chicago and New York, 2001), pp.38-57



212

William Joseph Kentridge (South African, born 1955)

Drawing for 'HOT[E]L'

signed 'KENTRIDGE' (lower left)  
charcoal, watercolour and collage

55.5 x 77cm (21 7/8 x 30 5/16in).

£70,000 - 100,000

ZAR980,000 - 1,400,000

PROVENANCE:

Purchased from Gallery MOMO, Johannesburg, by the current owner,  
circa 2001

The current lot is a drawing and collage for the 1997 collaborative film (with Deborah Bell and Robert Hodgins) *HOTEL*, or *HOT L* as the artist refers to it, as in the film the "E" of the neon sign intermittently splutters and dies. *Drawing for HOT[E]L* is a rare and unusual work, as the protagonist has articulated limbs (recalling the artist's long engagement with puppet theatre) and can be set in a variety of positions. The chair and lamp, in Indian ink, are collage elements by Robert Hodgins, affixed to the original drawing.

Several of the artist's films include sequences in which the isolated protagonist finds himself in a sparsely-furnished room, from the internally (and visually) divided Soho in *Stereoscope* (1999), to the forlorn figure of *Felix in Exile* (1994). Hotel rooms – spaces in which the protagonist can withdraw from society – become sites for self-examination. An oversized Bakelite telephone, one of the artist's recurring objects of personal iconography, provides the figure's only company and connection to the outside world.





213\*

**William Joseph Kentridge (South African, born 1955)**

**Rand Mines ('After Volschenk')**

signed and dated 'KENTRIDGE '99' (lower right), inscribed 'After Volschenk' (lower centre)

charcoal and wash on inscribed ledger page

37.2 x 63cm (14 5/8 x 24 13/16in).

£12,000 - 18,000

ZAR170,000 - 250,000

In discussing landscape traditions in South African art, Kentridge has referred to the works of prominent figures such as J.H. Pierneef and Jan Volschenk (to whom he refers in the present lot's inscription). In their artistic visions, Kentridge explains, "the landscape is arranged into a vision of pure nature, majestic primal forces of rock and sky... all idea of process or history is abandoned. These paintings, of landscape in a state of grace, are documents of disremembering".

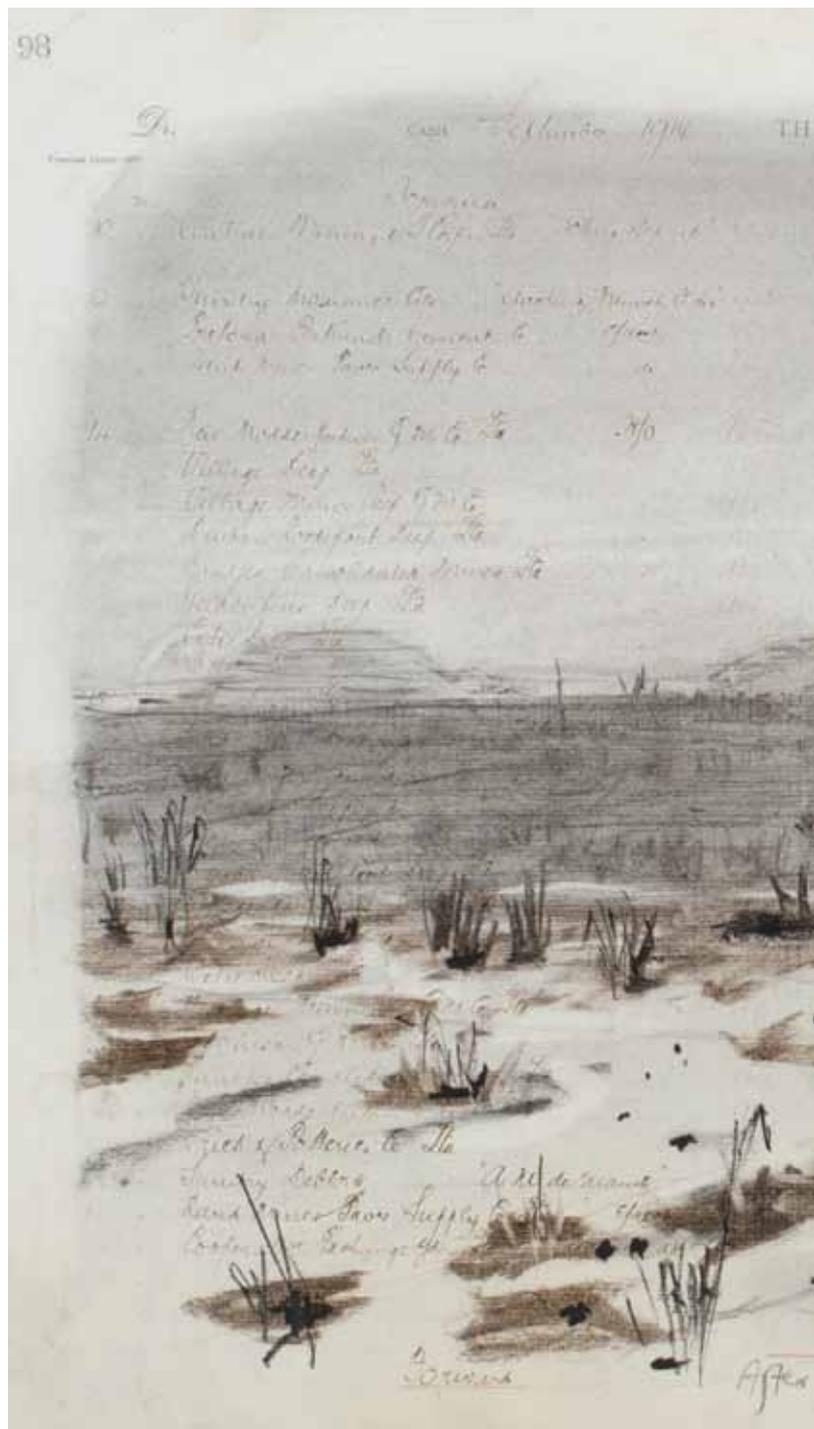
Refusing such idealised views, Kentridge pictures a landscape which lays bare its histories: the mining dumps of the East Rand. The scarred surface of the land, wrought by civil engineering, is sparsely punctuated by scrubby growth (little more can be sustained in this barren environment), and what appear to be hills are entirely artificial, merely the remains of earth excavated from the mines.

The current lot – along with the *Rand Mines* print to which this original drawing is related – is executed on a unique page of the ledger book of an early Johannesburg mining company. In bringing together record and representation as both surface and ground, this work "directly [addresses] the process of stripping, depleting and commercialising the space of nature".

**BIBLIOGRAPHY:**

'Artist's Writings', in D. Cameron, C. Cristov-Bakergiev and J.M. Coetzee, *William Kentridge*, (London and New York, 2003), p.109

S. Stewart, 'William Kentridge', in *The Open Studio: Essays on Art and Aesthetics*, (Chicago, 2005), pp. 51-66, p.62



RAND MINES, LIMITED.

NATIONAL BANK OF

SOUTH AFRICA, LIMITED

April 1911

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2	Colonial Bank	500000	500	00	00
3	South African	250000	250	00	00
4	De Beers	100000	100	00	00
5	Gold Fields	75000	75	00	00
6	Anglo-American	50000	50	00	00
7	Transvaal	25000	25	00	00
8	Orange Free State	12500	12	50	00
9	Other	62500	62	50	00
10	Reserve	1000000	1000	00	00
11	Profit & Loss	100000	100	00	00
12	Dividends	50000	50	00	00
13	Interest	25000	25	00	00
14	Deposits	12500	12	50	00
15	Other	62500	62	50	00
16	Bank of England	1000000	1000	00	00
17	Colonial Bank	500000	500	00	00
18	South African	250000	250	00	00
19	De Beers	100000	100	00	00
20	Gold Fields	75000	75	00	00
21	Anglo-American	50000	50	00	00
22	Transvaal	25000	25	00	00
23	Orange Free State	12500	12	50	00
24	Other	62500	62	50	00
25	Reserve	1000000	1000	00	00
26	Profit & Loss	100000	100	00	00
27	Dividends	50000	50	00	00
28	Interest	25000	25	00	00
29	Deposits	12500	12	50	00
30	Other	62500	62	50	00



Isobach, 1911

KENTRIDGE 1911

214\*

William Joseph Kentridge (South African, born 1955)

Anamorphic self-portrait

signed 'KENTRIDGE' (to outer circle)

Charcoal and coloured pencil on paper with cylindrical mirror (13x9cm)

76 x 55cm (29 15/16 x 21 5/8in).

£40,000 - 60,000

ZAR560,000 - 840,000

PROVENANCE:

Purchased by the current owner from Liza Nicole Fine Art, Johannesburg





Kentridge's art offers an ongoing dialogue with various modes of seeing, representing and knowing the world. Interested in historical optical devices, he has produced works inspired by and created according to the models of vision proposed by shadowgraphs (*Shadow Procession*, 1999) and stereoscopes (*Stereoscope*, 1999) as well as magic lanterns, camera obscuras, and zoetropes (all of which are referenced in *Black Box/Chambre Noire*, 2005, amongst other works). Many of these optical frameworks revolve around the illusion of coherent space: Kentridge's harnessing of their formal possibilities powerfully reveals the constructed nature of representation.

Anamorphosis presents a challenge to conventional, linear perspective: the immediate image appears distorted until seen from a particular, oblique angle (notably employed in Hans Holbein the Younger's *The Ambassadors*, 1533), and its use requires a profound grasp of mathematical rules. Kentridge dates his anamorphic experiments to an artistic residency at Umbria's Civitella Ranieri Centre in 1996. During the residency, he visited the Science Museum in Florence and encountered anamorphic works from the early Renaissance. Returning to his lodgings, he discovered that a local repairman, busy fixing the radiators, had left a trail of bright, reflective piping along the corridors.

These serendipitous experiences led the artist to experiment with sketching anamorphic images which could only be properly interpreted via a cylindrical mirror, adding a further layer of perception to the anamorphic interplay. His experiments would develop into several anamorphic landscapes, as well as the 2007 anamorphic film installation *What Will Come (has already come)*.

As an anamorphic self-portrait, the current lot is highly unusual. Traditionally, a self-portrait supposes the use of a mirror: Kentridge adds the twist of simultaneously needing to look in the small cylindrical mirror at the centre of the drawing surface in order to ensure that what he is drawing coheres in reflection. The resulting work thus presents a compelling union of the artist's thematic interests and technical accomplishments, brought together in his own image.

#### BIBLIOGRAPHY:

- A. Breidbach and W. Kentridge, *William Kentridge: Thinking Aloud, Conversations with Angela Breidbach*, (Cologne, 2006)  
J. Taylor, 'The Eye of the Beholder', in *William Kentridge: (Repeat) From the Beginning*, (Milan, 2008), pp. 83-93



215\*

**William Joseph Kentridge (South African, born 1955)**

Construction for 'Return' (tenor)

mixed media

88 x 98 x 34 cm. (34 5/8 x 38 9/16 x 13 3/8in.)

£100,000 - 150,000

ZAR1,400,000 - 2,100,000

PROVENANCE:

Purchased from the Goodman Gallery, Cape Town, on 16 April 2009

EXHIBITED:

Venice, Palazzo Tito, *(Repeat) From the Beginning/Da Capo*, 30

November 2008 - 16 January 2009

Cape Town, Goodman Gallery, *(Repeat) From the Beginning/Da Capo*, 11

December 2008 - 24 January 2009

LITERATURE:

*William Kentridge: (Repeat) From the Beginning/Da Capo*, (Milan, 2008),  
illustrated pp.12-15





*Construction for 'Return' (tenor)* was part of a larger project in which Kentridge was invited to put together a solo exhibition in Venice through the Fondazione Bevilacqua La Masa, alongside a film for projection on the safety curtain of the stage in the famous opera house, La Fenice. When the opera was in session, the film triptych *Breathe, Dissolve, Return* was accompanied by the sound of the orchestra warming up. It was this musical journey from sonic chaos and disjointed stimuli to harmonious coherence that the artist sought to evoke in sculptural form.

In the constructions for *Return*, of which the current lot is a central figure, the sculptural equivalent of "tuning up" finds its expression in the arrangement of myriad fragments of black paper, carefully attached to a wire armature and mounted on a turntable. Moving slowly through a 360 degree axis, the sculptures cast a shadow and create a silhouette that only comes together coherently from a single viewpoint; a sudden, breathtaking "gathering out of chaos to order".

Reversing the traditional art historical quest for the illusion of three-dimensionality on a two-dimensional plane, Kentridge explores the possibilities for a flat image to be rendered through a three-dimensional form. In making the work, the artist must constantly "shift his attention... between the three-dimensional Calderesque construction emerging out of bits of wire and paper in front of him, and the two-dimensional shadow cast by that sculpture".

*Construction for 'Return' (tenor)* is both a key part of the La Fenice film projection and a compelling aesthetic object in its own right, a comment on the fragility of coherence that lies at the heart of the human condition: "In the last few years I've been looking a lot at – not the nature of perception, but the phenomenon of it – what it is that we do when we recognise something, how we construct the world from fragments..." (Kentridge, interview July 2008)

#### BIBLIOGRAPHY:

W. Kentridge, 'Some Notes on (Repeat) From the Beginning/Da Capo' in *William Kentridge: (Repeat) From the Beginning/Da Capo*, (Milan, 2008), pp. 16-25. p. 25

J. Taylor, 'The Eye of the Beholder', in *William Kentridge: (Repeat) From the Beginning/Da Capo*, (Milan, 2008), pp. 82-93, p. 83

The projected image of *Construction for 'Return'* (tenor) on the fire-screen of La Fenice opera house, Venice. Image courtesy of the William Kentridge studio.



216\* W

William Joseph Kentridge (South African, born 1955)

'Entirely Not So'

signed 'W Kentridge' (lower right) and numbered '25/30' (lower left)

silkscreen print

142.2 x 83.5cm (56 x 32 7/8in).

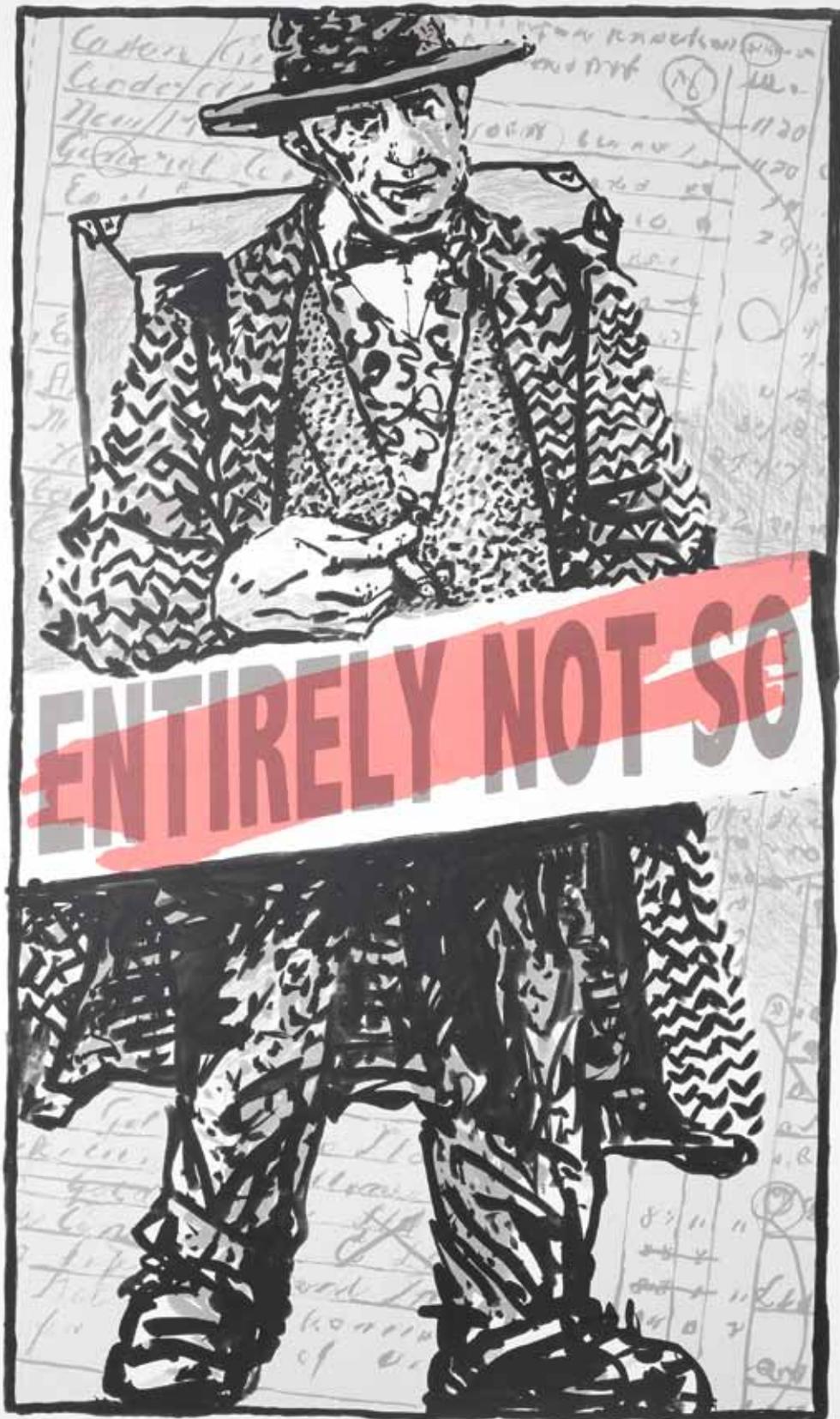
£6,000 - 9,000

ZAR84,000 - 130,000

LITERATURE:

*William Kentridge: A Universal Archive (Parts 7-23)*, (Sydney, 2012),  
Annandale Galleries exhibition catalogue, another edition illustrated p.  
21

Amongst Kentridge's most famous works are large-scale silkscreen prints such as the triptych *Art in a State of Hope*, *Art in a State of Grace*, and *Art in a State of Siege* (1988), which mark his transition from designing political and theatre posters into fine art printing (though these domains remain interwoven in his work). The 2005 screenprint *Entirely Not So*, in which a suited man with a cigarette declares that things are not as they seem, in fact "Entirely Not So" (the red streak negating the monochrome message like the line of a no-entry sign), reflects the artist's ongoing interest in the de- and reconstruction of meaning and form. This exploration finds its culmination in a series of silkscreened statements in the 2013 exhibition *No, it is* at the Goodman Gallery, Johannesburg.



217\* W

William Joseph Kentridge (South African, born 1955)

'9 Films'

signed 'W Kentridge' and numbered '33/50' (upper left)

photolithograph

1565 x 108.5cm (616 1/8 x 42 11/16in). (sheet size)

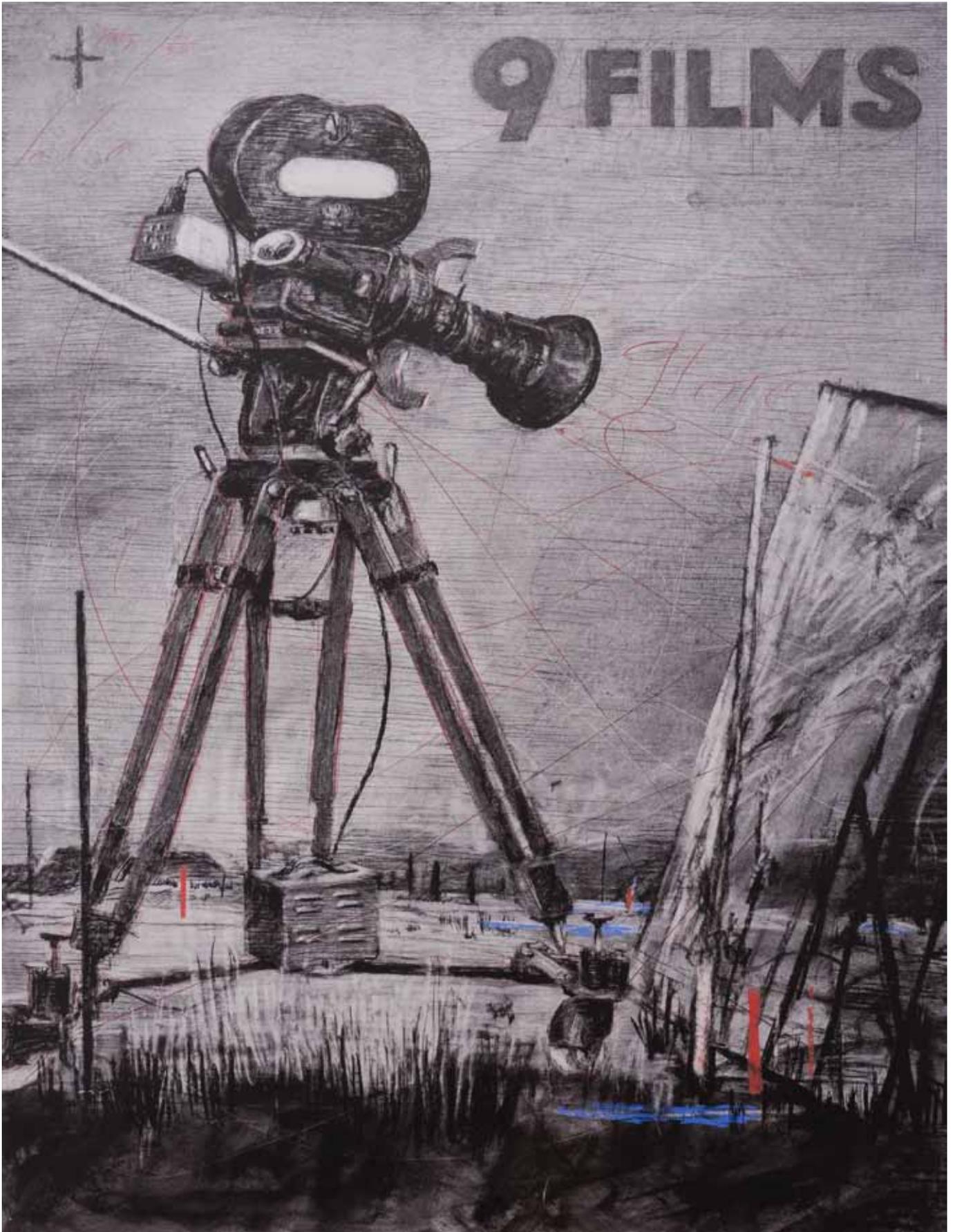
£15,000 - 20,000

ZAR210,000 - 280,000

The iconic lithograph *9 Films* was made for the landmark first South African showing of all of Kentridge's *9 Drawings for Projections*, the series of animated short films set in Johannesburg and created over fourteen years. From *Johannesburg: Second Greatest City after Paris* (1989) to *Tide Table* (2003), the films chart the changing socio-political landscape of the city through the artist's powerful charcoal-erasure technique, always leaving a trace: a past that shadows the form of the present. These traces are clearly wrought on the surface of Johannesburg, a city with a subterranean history of exploitative mining and labour practices which leave their scars on both the physical landscape and the nation's psyche.

The screening took place at an incredibly poignant setting: the Old Fort, Constitution Hill, once the site of a prison which held the likes of political prisoners such as Nelson Mandela, and now the home of the Constitutional Court. Taking place over three sittings, the screenings also featured music by the artist's long-term collaborator, composer Philip Miller, performed by the Sontonga Quartet and pianist Jill Richards.

Set in a ravaged mining landscape, the film camera takes centre stage in the current lot, its prominent tripod recalling Vertov's *Man with a Movie Camera*. The camera inclines at an angle towards a screen (or is it a mirror?), projecting the faint image of the artist himself. Kentridge's work has always implicated the artist as a figure caught up in, and often internally contested over – rather than separate from and merely observing – the world he conjures through hand and lens.



218\* W

William Joseph Kentridge (South African, born 1955)

Preparing the Flute (fig 9)

signed 'KENTRIDGE' (lower right)

charcoal and pastel

236 x 80cm (92 15/16 x 31 1/2in).

£70,000 - 90,000

ZAR980,000 - 1,300,000

EXHIBITED:

Johannesburg, Goodman Gallery, *Preparing the Flute*, 4 June 2005 – 16 July 2005

Commissioned to create and direct a production of Mozart's opera *The Magic Flute* for La Monnaie, Brussels, Kentridge embarked on an extensive body of work – the opera itself, a film, two miniature theatre works, an anamorphic film and numerous prints and drawings – between 2003 and 2005. The current lot is an original drawing for *Preparing the Flute*, an abridged form of the opera as a miniature theatre, originally used as a working model in Brussels.

Prior to his work on *The Magic Flute* commission, Kentridge had been working on *Journey to the Moon*, a film which explores the visual magic of the artist in creating vast universes peppered with strange orbits and stellar journeys (a direct allusion to early French filmmaker George Méliès). This "cosmic framework" informed *The Magic Flute*, and finds expression in the whirling spirals and annotations of the current lot, allied to the preoccupation with measurement, categorisation and recording which was the Enlightenment's archival impulse.

BIBLIOGRAPHY:

M. Rosenthal, 'William Kentridge: A Portrait of the Artist', in *William Kentridge: Five Themes*, (San Francisco, 2009), pp.36-65. p.54



219\* W

William Joseph Kentridge (South African, born 1955)

'Walking man'

signed and inscribed 'W. Kentridge Studio Proof' (lower left)

linocut

published by David Krut Fine Art

256 x 100cm (100 13/16 x 39 3/8in). (sheet size)

£15,000 - 20,000

ZAR210,000 - 280,000

LITERATURE:

J. Hecker, *William Kentridge: Trace: Prints from the Museum of Modern Art*, (New York, 2010), another edition illustrated plate 13

J. Hecker, *Impressions from South Africa: 1965 to Now*, (New York, 2011), another edition illustrated p.28

R. Krauss, R. Malbert and K. McCrickard, *A Universal Archive: Kentridge as Printmaker*, (London, 2012), another edition illustrated p.65

K. McCrickard, *William Kentridge*, (London, 2012), another edition illustrated p. 38

During the period in which this rare linocut was made, the artist was exploring the possibilities of scale: the work - for which the current lot is a studio proof - was editioned on South Africa's largest press. The piece was created after Kentridge was commissioned to create a life-sized linocut for the exhibition *Self* at the Klein Karoo National Arts Festival. The exhibition, organised by Clive van den Bergh, aimed to celebrate and reinvigorate South Africa's long tradition of working with the medium by inviting prominent contemporary artists to contribute a linocut. An edition of *Walking Man* was also included on the landmark exhibition *Impressions from South Africa: 1965 to Now* at the Museum of Modern Art (MoMA) in 2011, which explored the popular print tradition in South Africa.

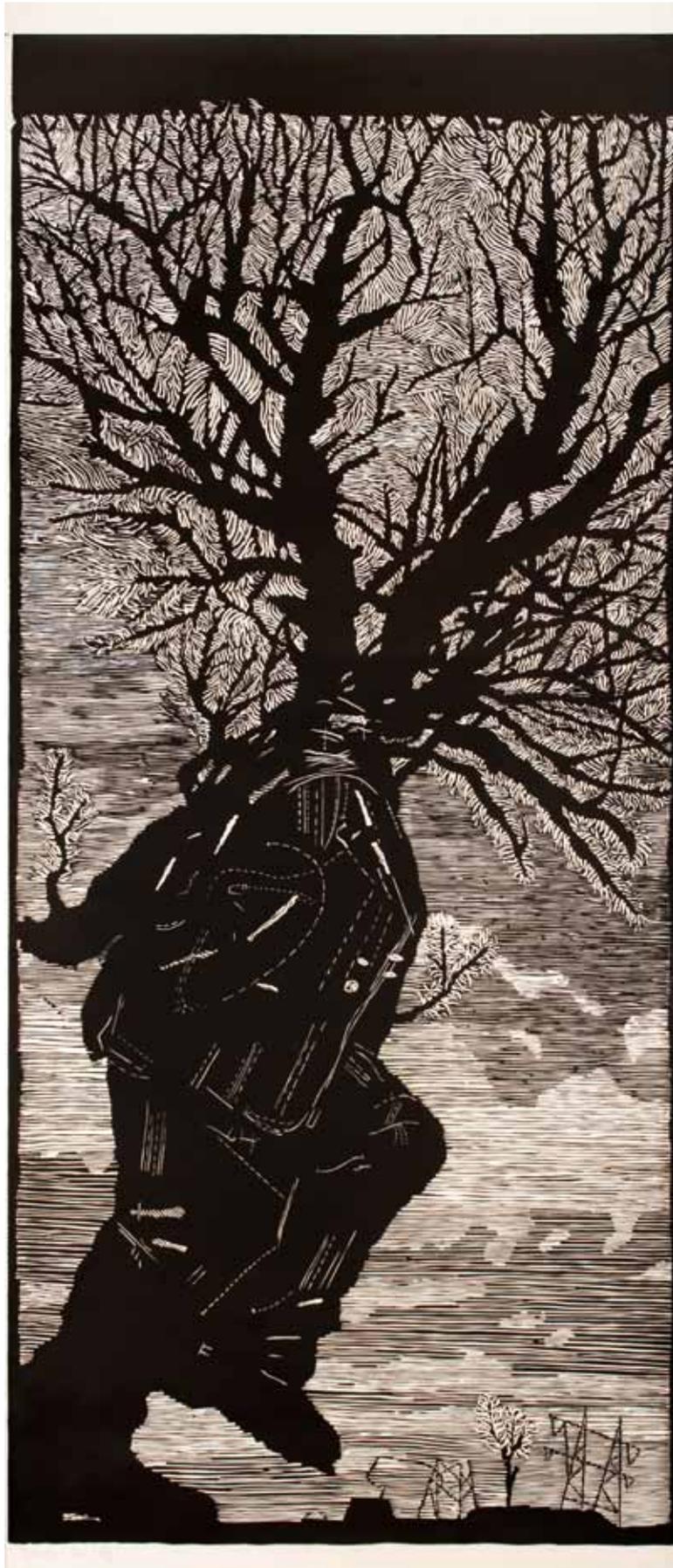
The linocut medium allows for crisp lines, stark contrasts and captivating patterns which draw the eye on multiple journeys, from the horizontal grain of the background to the sample-like stitching of the suit and the hypnotic patterns of rustling foliage on the branches. The work embodies the artist's interest in the formal and thematic possibilities of transformation: a coffee plunger becomes an elevator hurtling down a mine shaft; a man becomes a megaphone. Literary antecedents include Ovid's *Metamorphoses*, the narrative poem which presents a mythico-historical account of the world as a series of transformations. As Kate McCrickard suggests, "Two monumental linocuts from 2000, *Telephone Lady* and *Walking Man turning into a Tree*, bring Ovid's ancient tales of transformation into Kentridge's world... Kentridge's version of Daphne turning into a laurel tree is male and wears a suit, [and is] running away into a flat plain scattered with pylons".

Editions of this print appear in the collections of the Metropolitan Museum, the Museum of Modern Art (MoMA), as well as the Virginia Museum of Fine Arts.

BIBLIOGRAPHY:

K. McCrickard, *William Kentridge*, (London, 2012), p.39

J. Hecker, *William Kentridge: Trace: Prints from the Museum of Modern Art*, (New York, 2010), p.13, p.61



220\* W

William Joseph Kentridge (South African, born 1955)

Eight Figures

signed 'W. Kentridge' (lower right) and numbered '3/40' (lower left)  
linocut

100 x 256cm (39 3/8 x 100 13/16in).(sheet size)

£10,000 - 15,000

ZAR140,000 - 210,000

LITERATURE:

R. Krauss, R. Malbert and K. McCrickard, *A Universal Archive: Kentridge as Printmaker*, (London, 2012), another edition illustrated p.106-7

In this striking linocut evocation of the procession theme, Kentridge peoples the pictorial stage with eight figures. Some are anthropomorphised objects (a walking globe which strides out purposefully), many part of the familiar lexicon of previous projects (a miner with two spades, the windmill woman, Tatlin's Monument to the Third International). Still others "weld body and burden" to create the fusion of subject and object for which the artist is well-known. While some of the characters seem derived from a South African context, the Cyrillic text and Soviet symbols disrupt any contextual certainty. Moreover, these figures "could be disenfranchised victims or bold adventurers, or just hybrid objects/characters set in motion by exterior forces": ambiguity lies at the heart of the work.

As one of the most recent iterations of the procession theme in Kentridge's *oeuvre*, the current lot reflects the artist's formal experimentation with the linocut medium, using it to simulate the textured archival ground of his works on found paper and encyclopaedia pages.

BIBLIOGRAPHY:

K. McCrickard, *William Kentridge*, (London, 2012), p. 39, 41





# 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

# Africa Now

Wednesday 22 May 2013 at 2pm  
New Bond Street, London  
Entries now invited

Closing date for entries  
Friday 29 March 2013

+44 (0)20 7468 8365  
africanow@bonhams.com

**Ben (Benedict Chukwukadibia) Enwonwu,  
M.B.E (Nigerian, 1917-1994)**

*The ceremony of Eid ul-Fitr, Nigeria*  
signed and dated 'Ben Enwonwu 1955'

(lower left)

oil on canvas  
86.4 x 182.9cm (34 x 72in).  
£50,000 - 80,000

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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 £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

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

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

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

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

**Debit cards:** there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 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 8963 2850/2852 Fax: +44 (0)20 8963 2805  
Email: [shipping@bonhams.com](mailto:shipping@bonhams.com)

## 12. EXPORT/TRADE RESTRICTIONS

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

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

## 15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 10 of the *Buyer's 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](http://www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from [info@bonhams.com](mailto:info@bonhams.com)

## APPENDIX 1

### 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.

<b>8</b>	<b>FAILURE TO PAY FOR THE LOT</b>		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	<b>9</b>	<b>THE SELLER'S LIABILITY</b>
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank PLC from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i> ) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	<b>10</b>	<b>MISCELLANEOUS</b>
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i> ) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
		10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
		10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
		10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
		10.8	In the <i>Contract for Sale</i> "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 <i>Contract for Sale</i> .
		10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

## 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.

<b>6</b>	<b>RESPONSIBILITY FOR THE LOT</b>	7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.2.2	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
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.			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> .
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .			9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.1	to terminate this agreement immediately for your breach of contract;				
7.1.2	to retain possession of the <i>Lot</i> ;				
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;				
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.5	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	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6	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;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7	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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8	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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9	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	The discretion referred to in paragraph 8.1:	<b>10</b>	<b>OUR LIABILITY</b>
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;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11	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> .	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2	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:
		<b>9</b>	<b>FORGERIES</b>	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
		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		

- 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](http://www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from [info@bonhams.com](mailto:info@bonhams.com).

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

**"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](http://www.bonhams.com)

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

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

## GLOSSARY

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

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

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

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

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# Registration and Bidding Form

(Attende / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

# Bonhams

1793

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**Paddle number (for office use only)**

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

**Data protection – use of your information**

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

**Credit and Debit Card Payments**

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 3% surcharge on the total invoice price.

**Notice to Bidders.**

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

**If successful**

I will collect the purchases myself   
 Please contact me with a shipping quote (if applicable)

Sale title:	Sale date:
Sale no.	Sale venue:

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

**General Bid Increments:**

£10 - 200 .....by 10s	£10,000 - 20,000 .....by 1,000s
£200 - 500 .....by 20 / 50 / 80s	£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s
£500 - 1,000 .....by 50s	£50,000 - 100,000 .....by 5,000s
£1,000 - 2,000 .....by 100s	£100,000 - 200,000 .....by 10,000s
£2,000 - 5,000 .....by 200 / 500 / 800s	above £200,000 .....at the auctioneer's discretion
£5,000 - 10,000 .....by 500s	

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals) <input type="text"/>	
I am registering to bid as a private client <input type="checkbox"/>	
I am registering to bid as a trade client <input type="checkbox"/>	
If registered for VAT in the EU please enter your registration here: <input type="text"/>	
Please tick if you have registered with us before <input type="checkbox"/>	

**Please note that all telephone calls are recorded.**

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid*

**FOR WINE SALES ONLY**

Please leave lots "available under bond" in bond  I will collect from Park Royal or bonded warehouse  Please include delivery charges (minimum charge of £20 + VAT)

**BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM. THIS AFFECTS YOUR LEGAL RIGHTS.**

Your signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.





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