

An abstract artwork by Charles Long, featuring a dense, layered composition of dark, textured brushstrokes and splatters in black, grey, and white, with occasional splashes of red and green. The overall effect is one of chaotic energy and depth.

Bonhams

1793

Contemporary Art & Design

Thursday 27 June 2013 at 4pm
New Bond Street, London







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collection and shipment

Please see back of catalogue
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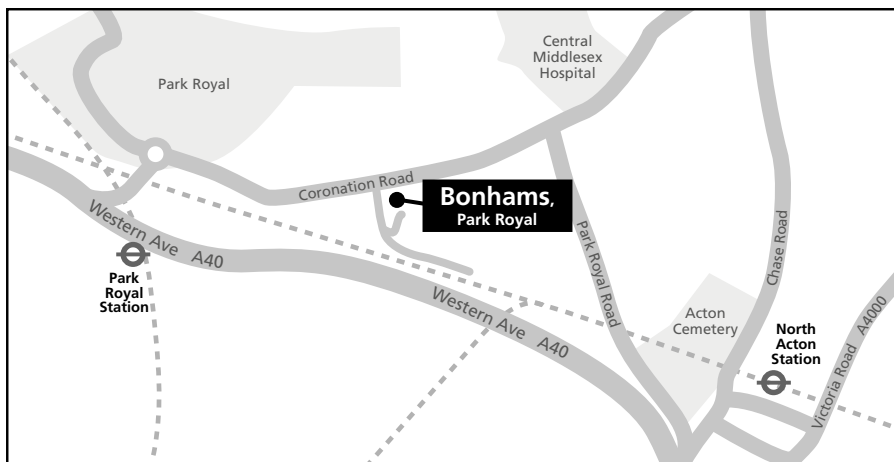
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for collection from Bonhams
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Bonhams warehouse on
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collection. The third party must
present a photographic form of ID
when collecting.

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Bonhams New Bond Street for a
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that all lots will be transferred
to our Bonhams Park Royal
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on the Friday 19 July 2013. If
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other works of art, these other
lots will also be removed to the
warehouse at Park Royal so that
all the lots remain together and
customers can collect them from
one location.**

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Please Note

For sold lots marked with a special
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removed to Bonhams Park Royal
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19 July 2013.

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with **W** and furniture

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premium

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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

W These lots will be removed
to Bonhams Park Royal after
the sale. Please read the sale
information page for more details.

Y These lots are subject to CITES
regulations, please read the
information in the back of the
catalogue.

AR These lots are subject to the
Artists Resale Right levy. Please
refer to the information in section
7 of the Notice to Bidders at the
back of the catalogue.

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Contemporary Art

Lots 1 - 72

Design

Lots 73 - 129



1 AR

Gilbert & George (b. 1943, b. 1942)

Union Jack Cross

1981

signed, titled and dated 1981
postcard collage laid on board

110 by 87 cm.
43 5/16 by 35 1/4 in.

£5,000 - 8,000

US\$7,600 - 12,000

€5,900 - 9,500

Provenance

Anthony D'Offay Gallery, London

Private Collection, UK

A gift from the above to the present owner

Literature

M. Bracewell, *The Postcard Art of Gilbert & George 1972-1989*, Munich and London 2011, p. 229, illustrated in colour



2 AR

Damien Hirst (b. 1965)
Beautiful Spin for Eleanor
2011

signed and inscribed *for Eleanor*
acrylic on paper

Diameter: 51 cm.
20 1/6 in.

This work was executed in 2011.

£4,000 - 6,000
US\$6,100 - 9,100
€4,700 - 7,100

This lot has been authenticated by the *Hirst Authentication Committee*, London.

Provenance
Acquired directly from the artist by the present owner in 2011



3 AR

Allen Jones RA (b. 1937)

Untitled

1978/1979

signed and dated 1978/9

acrylic, watercolour and pencil on paper

56 by 77 cm.

22 1/16 by 30 5/16 in.

£5,000 - 7,000

US\$7,600 - 11,000

€5,900 - 8,300

Provenance

Waddington Galleries, London

Acquired directly from the above by the present owner



Relationships between people and the world are fraught with enormous misunderstandings and frustrations. Barriers can only be broken down by culture. In our pictures, this is probably our greatest concern, now more than ever before.

The artists in: *The Words of Gilbert and George*, Robert Violette and Hans-Ulrich Obrist, London 1997, p. 222



4 AR W

Gilbert & George (b. 1943, b. 1942)

Coloured Worlds

1989

signed, titled and dated 1989
postcard collage laid on board

241 by 175 cm.
94 7/8 by 68 7/8 in.

£10,000 - 15,000
US\$15,000 - 23,000
€12,000 - 18,000

Provenance

Anthony D'Offay Gallery, London

Private Collection, UK

A gift from the above to the present owner

Exhibited

London, Anthony D'Offay Gallery, *Worlds and Windows by Gilbert and George*, 1990, n.p., illustrated in colour

Literature

M. Bracewell, *The Postcard Art of Gilbert and George 1972-1989*, Munich and London 2011, p. 371, illustrated in colour





5 AR

Paula Rego (b. 1935)

Untitled
2005

signed on a label affixed to the backboard
watercolour and ink on card

10.5 by 14.5 cm.
4 1/8 by 5 11/16 in.

This work was executed in 2005.

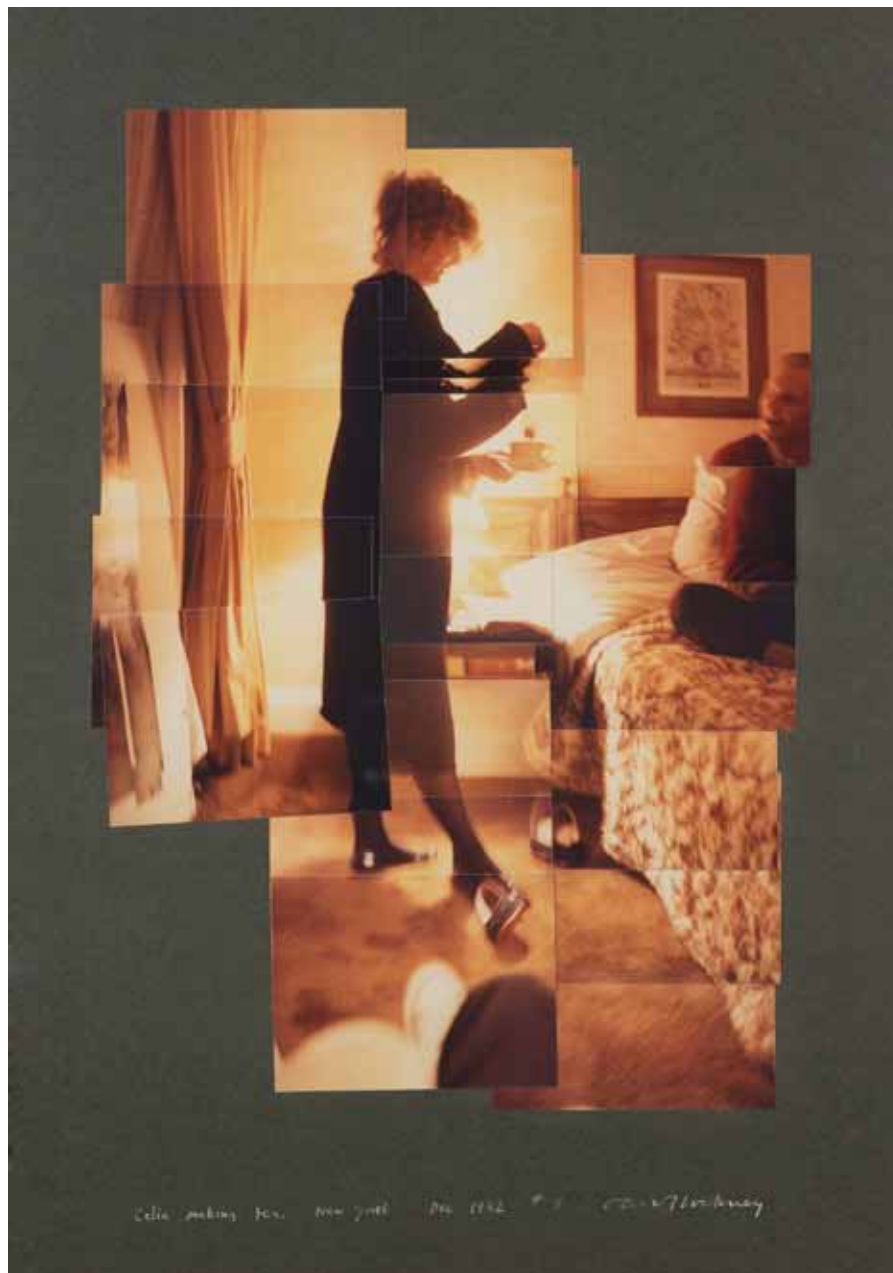
£3,000 - 5,000
US\$4,600 - 7,600
€3,500 - 5,900

Provenance

RCA Secret, Royal College of Art, London 2005

Private Collection, London

Acquired directly from the above by the present owner



6 AR

David Hockney R.A. (b. 1937)

Celia Making Tea

1982

signed, titled, dated *Dec 1982* and numbered #5
photographic montage on board

63 by 53 cm.

24 13/16 by 20 7/8 in.

£6,000 - 8,000

US\$9,100 - 12,000

€7,100 - 9,500

Provenance

Private Collection, London

Literature

David Hockney, *Cameraworks*, New York 1984, plate 82, another
example illustrated in colour

‘ *The butterflies still look
beautiful even when dead.*

The artist in: *I Want to Spend the Rest of my Life Everywhere, With Everyone, One to One, Always, Forever, Now*, London 1997, p. 127

’

7† AR

Damien Hirst (b. 1965)

Beautiful Cannibalistic Electofetish Fighting in the Lava Beds

Who Got My Eyeball? Paper Spin Painting (with butterflies)

2008

signed
butterflies and acrylic on paper

Diameter: 71.1 cm.
28 in.

This work was executed in 2008.

£30,000 - 40,000

US\$46,000 - 61,000

€35,000 - 47,000

This lot has been authenticated by the *Hirst Authentication Committee*,
London.

Provenance
Private Collection, London





8

Paul Jenkins (1923-2012)

Phenomena High Water Mark

1974

signed; signed, titled and dated 1974 on the reverse
watercolour on paper

106 by 76 cm.

41 3/4 by 29 15/16 in.

£2,500 - 3,500

US\$3,800 - 5,300

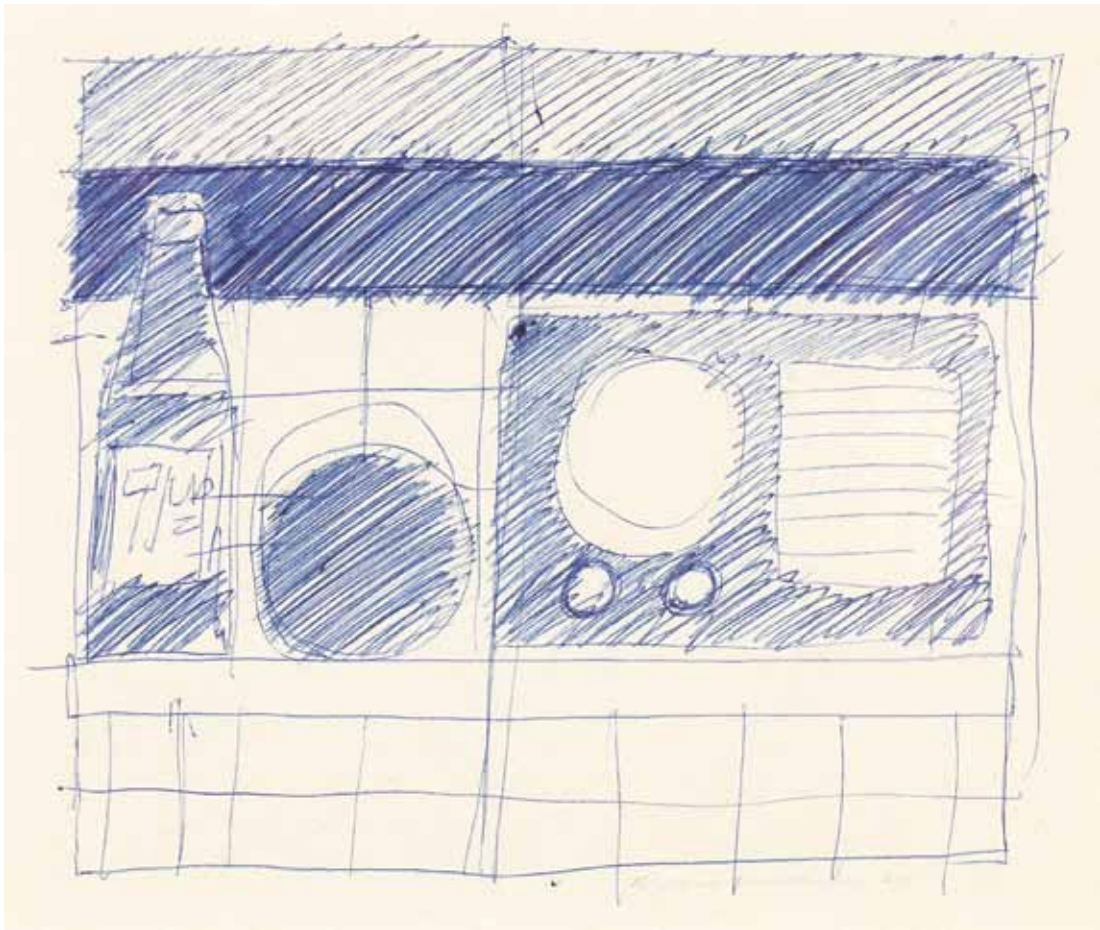
€3,000 - 4,100

Provenance

Gimpel Fils Gallery, London

Private Collection, UK

Acquired directly from the above by the present owner



9

Tom Wesselmann (1931-2004)

Sketch for 7 Up and Radio

1964

signed and dated 64
ballpoint pen on paper

13.9 by 16.4 cm.
5 1/2 by 6 7/16 in.

£5,000 - 7,000
US\$7,600 - 11,000
€5,900 - 8,300

Provenance

Tom Wesselmann Estate, New York

JMG. Galerie, Paris

Private Collection, France

Sale: Sotheby's Paris, *Art Contemporain*, 1 June 2011, Lot 208

Acquired directly from the above by the present owner

10

Alexander Calder (1898-1976)

Untitled

1970

signed, dated 70 and inscribed to *Jimmy & Tania*
gouache on paper

74.5 by 108 cm.

29 5/16 by 42 1/2 in.

£18,000 - 25,000

US\$27,000 - 38,000

€21,000 - 30,000

This work is registered in the archives of the *Calder Foundation*, New York, under application number A15251.

Provenance

A gift from the artist to James and Tania Stern in 1970

Thence by descent to the present owner

*I want things to be differentiated.
Black and white are first-then red is
next...Its really just for differentiation,
but I love red so much that I almost
want to paint everything red. I often
wish that I'd been a fauve in 1905.*

The artist in: *Calder*, London 2004, p. 89







11 AR

Piero Dorazio (1927-2005)

Ex Luci II

2002

signed, titled, dated *MMII* and stamped twice with the artist's studio number 5221 on the reverse
oil on canvas

50 by 35.5 cm.
19 11/16 by 14 in.

£3,500 - 4,500
US\$5,300 - 6,800
€4,100 - 5,300

This work is accompanied by a photo-certificate of authenticity signed by the artist and stamped by the *Studio Piero Dorazio*.

Provenance

Galleria Accademia, Turin
Studio Giovanna Simonetta, Milan
Private Collection, Italy

Sale: Farsetti Arte, *Arte Contemporanea*, 27 November 2010, Lot 712
Acquired directly from the above by the previous owner
Thence by descent to the present owner

Exhibited

Asiago, Museo le Carceri, *I Grandi Maestri del Novecento da Pablo Picasso a Virgilio Guidi*, 2005, p. 60, illustrated in colour



12* AR
 Alighiero Boetti (1940-1994)
Non Parto Non Resto
 1981

signed, dated 1981 and inscribed *KABUL* on the overlap
 embroidery on canvas mounted on panel

23.5 by 23.5 cm.
 9 1/4 by 9 1/4 in.

£12,000 - 18,000
 US\$18,000 - 27,000
 €14,000 - 21,000

This work is registered in the *Archivio Alighiero Boetti*, Rome under no. 7046, and is accompanied by a photo-certificate of authenticity.

Provenance
 Acquired directly from the artist by Kazuo Akao
 Acquired from the above by the present owner in 1989

13 AR

Mimmo Paladino (b. 1948)

Untitled

1990

signed and dated 1990 on the reverse

acrylic, collage and mixed media on card, in a 16th Century style painted frame with collage

25.5 by 19 cm.

10 1/16 by 7 1/2 in.

£10,000 - 15,000



US\$15,000 - 23,000

€12,000 - 18,000

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

Provenance

Acquired directly from the artist by the present owner in 1994

 *Credo che un artista, ma vale anche per gli architetti, debba tornare alla radice di un linguaggio più diretto. Quelle che io uso sono forme che la gente conosce, che nell'arte ci sono sempre state. L'arte, se ha dei valori, è necessariamente comprensibile da tutti. ** 

The artist in: Interview with *Il Sole 24 Ore*, 1 November 2007

** "I believe that an artist, but this is also true for architects, needs to return to the source of a more direct language. The forms that I use are well known by the viewer because they have always existed in art. Art, if it is to have true value, has to be recognisable by everybody."*





14 AR

Arnaldo Pomodoro (b. 1926)

Relievo

1999

signed and dated '99
bronze

32.5 by 25 by 8 cm.
12 13/16 by 9 13/16 by 3 1/8 in.

This work is number 3 from an edition of 3 plus 2 artist's proofs.

£8,000 - 12,000

US\$12,000 - 18,000

€9,500 - 14,000

This work is registered in the *Studio Arnaldo Pomodoro*, Milan under no. AP 760, and is accompanied by a photo-certificate of authenticity signed by the artist.

Provenance

Gallerie Orler, Venice

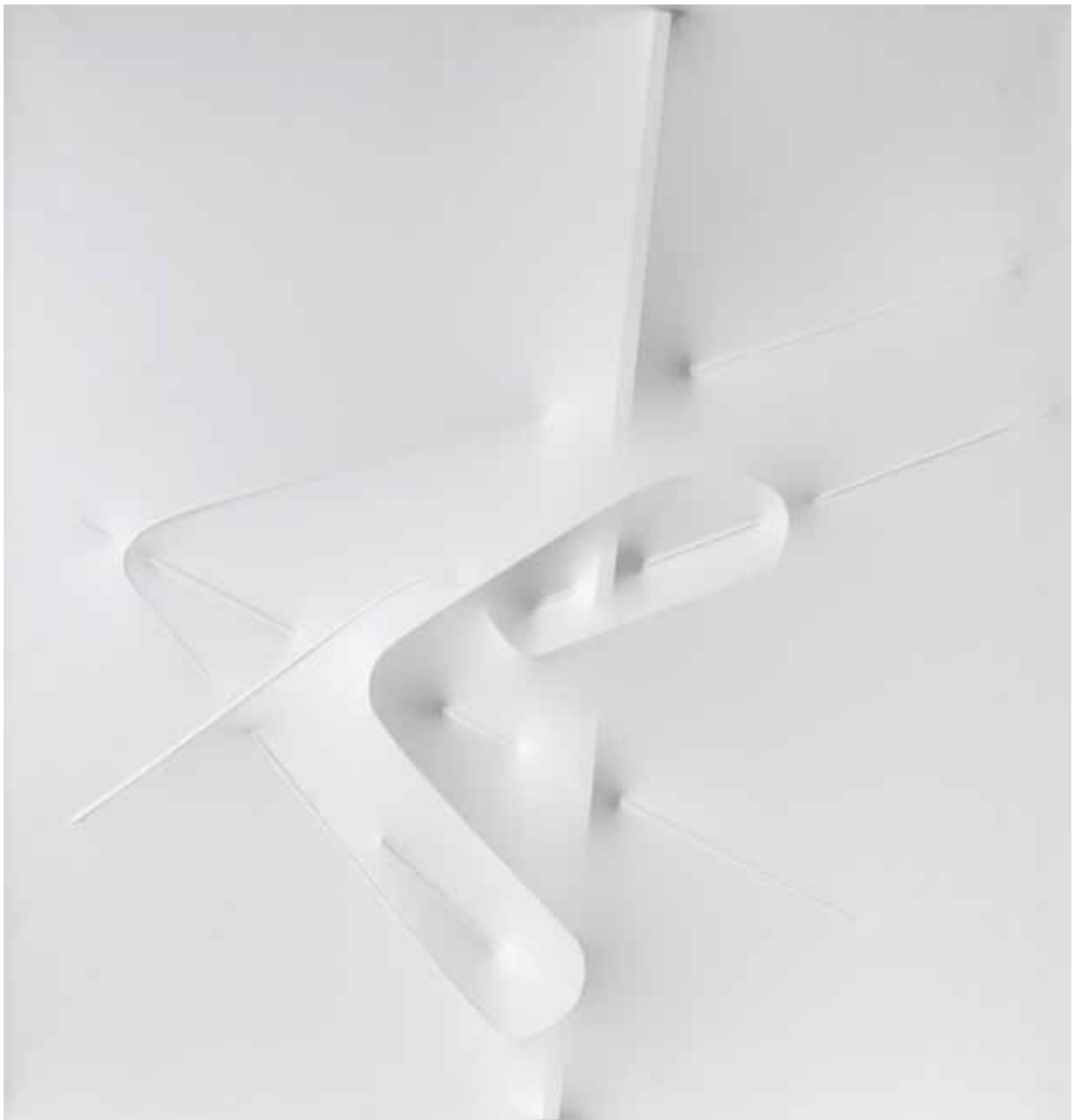
Acquired directly from the above by the present owner

Exhibited

Monte-Carlo, Galerie Marlborough Monaco, *Arnaldo Pomodoro. Sculptures 1990-2000*, 2001

Literature

Flaminio Gualdoni, *Arnaldo Pomodoro: Catalogo Ragionato della Scultura*, vol. II, Milan 2007, p. 751, no. 1007, another example illustrated in black and white



15 AR

Agostino Bonalumi (b. 1935)

Bianco

2004

signed and dated '04 on the stretcher
shaped canvas and vinyl tempera

100 by 95 cm.

39 3/8 by 37 3/8 in.

£15,000 - 20,000

US\$23,000 - 30,000

€18,000 - 24,000

This work is registered in the *Archivio Bonalumi*, Milan, under
no. 04-020.

Provenance

Gallerie Orler, Venice

Acquired directly from the above by the present owner



16 AR W

Marcello Lo Giudice (b. 1955)

Dalla Primavera del Botticelli
2008

signed and dated 08 on the reverse of one of the butterflies
painted ceramics, coiled metal and foam, in perspex box

194.5 by 87 by 20 cm.

76 9/16 by 34 1/4 by 7 7/8 in.

£18,000 - 25,000

US\$27,000 - 38,000

€21,000 - 30,000

PROVENANCE:

Manuel Laghi, Trieste

Acquired directly from the above by the present owner in 2009





17 AR
Sandro Chia (b. 1946)
Untitled
 1992

signed
 gouache, ink and pencil on paper

54.5 by 43.5 cm.
 21 7/16 by 17 1/8 in.

This work was executed in 1992.

£3,000 - 5,000
 US\$4,600 - 7,600
 €3,500 - 5,900

Provenance
 Kohn Abrams Gallery, Los Angeles
 Sale: Sotheby's, London, *Contemporary Art*, 30 March
 2000, Lot 88
 Pym's Gallery, London
 Acquired directly from the above by the present owner



18 AR
Sandro Chia (b. 1946)
Untitled
 1992

signed
 watercolour and pencil on paper

67 by 51 cm.
 26 3/8 by 20 1/16 in.

This work was executed in 1992.

£4,000 - 6,000
 US\$6,100 - 9,100
 €4,700 - 7,100

Provenance
 Kohn Abrams Gallery, Los Angeles
 Sale: Sotheby's, London, *Contemporary Art*, 30 March
 2000, Lot 90
 Pym's Gallery, London
 Acquired directly from the above by the present owner



19 AR

Claudio Parmiggiani (b.1943)

L'Isola del Tesoro

1970

signed; signed, titled, dated 1970 and inscribed on the reverse
acrylic and paper collage on canvas

80 by 70 cm.

31 1/2 by 27 9/16 in.

£8,000 - 12,000

US\$12,000 - 18,000

€9,500 - 14,000

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

Provenance

Galleria Nuovi Strumenti, Brescia

Acquired directly from the above by the present owner circa 1985

20 AR

Hans Hartung (1904-1989)

T1976-E5

1976

signed and dated 76
acrylic on canvas

73 by 100 cm.
28 3/4 by 39 3/8 in.

£30,000 - 40,000
US\$46,000 - 61,000
€35,000 - 47,000

This work is registered in the archives of the *Fondation Hartung Bergman*, Antibes, under no. T1976-E5, and will be included in the forthcoming *Catalogue Raisonné*.

Provenance

Galerie Sapone, Nice

Private Collection, France

Sale: Piasa, Paris, *Art Abstrait et Contemporain*, 5 June 2007, Lot 39

Studio d'Arte G.R., Sacile

Acquired directly from the above by the present owner in 2007

Exhibited

Nice, Galerie Sapone, *Hartung*, 1978

Niort, Musée du Pilon, *Hans Hartung: Oeuvres de 1960 à 1989*, 1991,
n.p., illustrated in colour

Literature

Marie-Odile Briot, *Nécessité de la peinture: de la liberté de l'art moderne, abstraction / figuration*, Paris 1994, p. 109, illustrated in colour

As one of the leading lights of the 'Paris School', Hans Hartung played a vital role in the development of 20th Century European abstraction. The artist was in fact born in Leipzig, and studied philosophy and art history at the university there, before moving on to focus on art with studies at Dresden and Munich between 1925 and 1928. His creative and peripatetic lifestyle, which included sojourns in Holland, Belgium, Berlin and Minorca, was interrupted by the Second World War, during which he saw action with the French Foreign Legion and was seriously injured in 1944.

The artist's return to painting after a break of six years in 1945 led to decades of artistic innovation and critical success. The energy evoked by paintings such as *T1976-E5* of 1976 is typical of his best works, the

motion and drive of his brushwork revealing the obvious influences of Chinese calligraphy. Despite the large blocks of black which dominate the canvas, *T1976-E5* is lifted by its glowing 'background', the vivid colours creating a bold contrast with the flow of the darker strokes. This use of solid, tenebrous tones first emerged in Hartung's output from the early 1960's, but such works are never heavy or sombre, instead his representations of pure energy almost sing with the deft vitality and intensity of his execution.

Detail of lot 20









21 AR
Rainer Fetting (b. 1949)
Isabel
 1989

signed and dated 89
 watercolour on paper

76.1 by 57 cm.
 30 by 22 7/16 in.

£2,000 - 3,000
 US\$3,000 - 4,600
 €2,400 - 3,500

Provenance
 Raab Gallery, London
 Acquired directly from the above by the present owner



22 AR
Rainer Fetting (b. 1949)
Man with a Hat (green and red)
 1989

signed and dated 89
 watercolour on paper

76.1 by 56 cm.
 30 by 22 in.

£2,000 - 3,000
 US\$3,000 - 4,600
 €2,400 - 3,500

Provenance
 Raab Gallery, London
 Acquired directly from the above by the present owner



23

David Salle (b. 1952)

Untitled

2000

signed and dated 2000

watercolour and pencil on paper

37.5 by 56.6 cm.

14 3/4 by 22 5/16 in.

£4,000 - 6,000

US\$6,100 - 9,100

€4,700 - 7,100

Provenance

Lehman Maupin, New York

Galleria ARTRA, Milan

Acquired directly from the above by the present owner

Exhibited

Torino, Galleria in Arco, *David Salle. Dreams on Paper*, 2000, p. 18, illustrated in colour

Bologna, Galleria d'Arte Moderna, *Desire*, 2002, n.p., illustrated in colour

24 AR

Wols (1913-1951)

Buissons Ardents

1944

signed

ink and watercolour on paper

12 by 18 cm.

4 3/4 by 7 1/16 in.

This work was executed in 1944.

£12,000 - 18,000

US\$18,000 - 27,000

€14,000 - 21,000

Provenance

Acquired directly from the artist by Henri-Pierre Roché, Meudon

Willem Brinkman, The Netherlands

Acquired directly from the above by the previous owner *circa* 1970

Thence by descent to the present owner

Exhibited

Paris, Galerie Claude Bernard, *Wols: gouaches de la collection Henri-Pierre Roché*, 1958

Düsseldorf, Galerie Wilhelm Grosshenning, *Meisterwerke der Malerei und Plastik des 19. und 20. Jahrhunderts*, 1961

Frankfurt, Frankfurt Kunstverein; Wuppertal, Von-der-Heydt-Museum, *Wols - Gemälde, Aquarelle, Zeichnungen, Fotos*, 1965-1966, n.p., no. 122, illustrated in black and white

Eindhoven, Stedelijk Van Abbemuseum; Amsterdam, Stedelijk Museum, *Wols: Schilderijen, Gouaches, Aquarellen, Tekeningen*, 1966, no. 107

Literature

P. Gutbrod, *Wols, Die Arbeiten auf Papier*, vol. IV, Heidelberg 2003, n.p., no. A-577, illustrated in black and white

Although best known now for the novel *Jules et Jim*, and its subsequent film adaptation directed by François Truffaut, Henri-Pierre Roché was celebrated during his life time as a journalist, art collector and dealer. As a close friend of artists such as Constantin Brâncusi, Francis Picabia and Marcel Duchamp, Roché's was a regular sight in the Montparnasse area of Paris in the early decades of the 20th Century. His love of experimental art resulted in patronage of some of the men who were at its forefront. Roché discovered the work of Wols soon after the end of the Second World War, and was immediately captivated, helping the young artist to organise an exhibition of his war-time watercolours at the Galerie René Drouin.

In some ways the lives of Wols (real name Alfred Otto Wolfgang Schulze) and Henri-Pierre Roché are strikingly similar. Both spent their most creative years in the French capital, and both have been much more widely recognised since their deaths. Wols was to die only six years after the exhibition at Galerie René Drouin, following years of ill-health brought on no doubt by his alcoholism. During his short lifetime, Wols failed to find commercial success. But in the decades which followed his death his reputation has continued to grow. Now, his gestural, unstructured style and earthy palette, so perfectly demonstrated in the wonderfully dynamic current lot, are recognised as inspired and unique, and his distinctive output viewed as among the most innovative of mid-20th Century modernism.





25 AR
Leon Zack (1892-1980)
Untitled
 1958

signed
 oil on canvas

55 by 38 cm.
 21 5/8 by 14 15/16 in.

This work was executed in 1958.

£2,000 - 3,000
US\$3,000 - 4,600
€2,400 - 3,500

Provenance
 Bear Lane Gallery, Oxford
 Acquired directly from the above by the
 previous owner in 1964
 A gift from the above to the present owner



26
Enrico Donati (1909-2008)
Bleu Still Life
 1964

signed, titled and dated 1964 on the reverse
 oil and sand on canvas

61.5 by 51 cm.
 24 3/16 by 20 1/16 in.

£4,000 - 6,000
US\$6,100 - 9,100
€4,700 - 7,100

The authenticity of this work has been
 confirmed by Maître Marielle Digard.

Provenance
 Acquired directly from the artist by Fleur Cowles
 Thence by descent to the present owner



27

Wifredo Lam (1902-1982)

Untitled

1973

signed and dated 1973 on the reverse
oil on canvas

25 by 30 cm.
9 13/16 by 11 13/16 in.

£4,000 - 6,000
US\$6,100 - 9,100
€4,700 - 7,100

This work is accompanied by a photo-certificate of authenticity
signed by Monsieur Eskil Lam.

Provenance
Private Collection, Italy

“*Chu Teh-Chun's art encompasses the limitless variety of lived experience. With this cosmic vision, he seeks to recapture the mystery of the briefest moments of our existence.*”

Jean-Paul Desroches, *Chu Teh-Chun*, London 2009, p. 6

28 AR

Chu Teh-Chun (b. 1920)

Animations lointaines

1989

signed twice and dated 89; signed twice, titled and dated 1989 on the reverse
oil on canvas

92 by 65 cm.

36 1/4 by 25 9/16 in.

£100,000 - 150,000

US\$150,000 - 230,000

€120,000 - 180,000

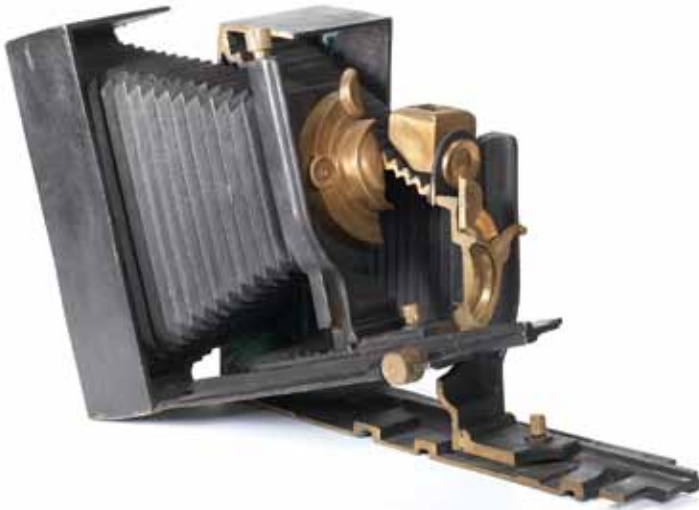
This work is accompanied by a photo-certificate of authenticity issued by Chu Ching-Chao from the *Atelier Chu Teh-Chun*, Paris and will be included in the forthcoming *Catalogue Raisonné*.

Provenance

Galerie Point Rouge, Paris

Acquired directly from the above by the present owner in 1991





29 AR
Arman (1928-2005)
Camera
1986

signed and numbered 35/95 to the inside
bronze with black and gold patina

33 by 55 by 23.5 cm.
13 by 21 5/8 by 9 1/4 in.

This work was executed in 1986.

£2,000 - 3,000
US\$3,000 - 4,600
€2,400 - 3,500

Provenance
Private Collection, UK



30 AR
Arman (1928-2005)
Venus with Knives
2002

signed and numbered 31/100
bronze, steel and marble

Height: 54.5 cm.
21 7/16 in.

This work was executed in 2002.

£3,000 - 5,000
US\$4,600 - 7,600
€3,500 - 5,900

Provenance
Private Collection, London



31 AR
 Ben (b. 1935)
Chacun Son Ordre
 1990

signed, titled and dated 90
 acrylic on found wooden drawers containing silkscreens on paper

55 by 34.5 by 35.5 cm
 21 5/8 by 13 1/2 by 14 in.

£2,000 - 3,000
 US\$3,000 - 4,600
 €2,400 - 3,500

Provenance
 Private Collection, The Netherlands
 Sale: Cornette de Saint-Cyr, Paris, *Art Contemporain*, 21 November 2005, Lot 461
 Acquired directly from the above by the present owner

32 AR

Chu Teh-Chun (b. 1920)

Abstraction neige III

1985

signed twice and dated 85

acrylic on paper laid on canvas

65 by 49.5 cm.

25 9/16 by 19 1/2 in.

£180,000 - 250,000

US\$270,000 - 380,000

€210,000 - 300,000

This work is accompanied by a photo-certificate of authenticity issued by Chu Ching-Chao from the *Atelier Chu Teh-Chun*, Paris and will be included in the forthcoming *Catalogue Raisonné*.

Provenance

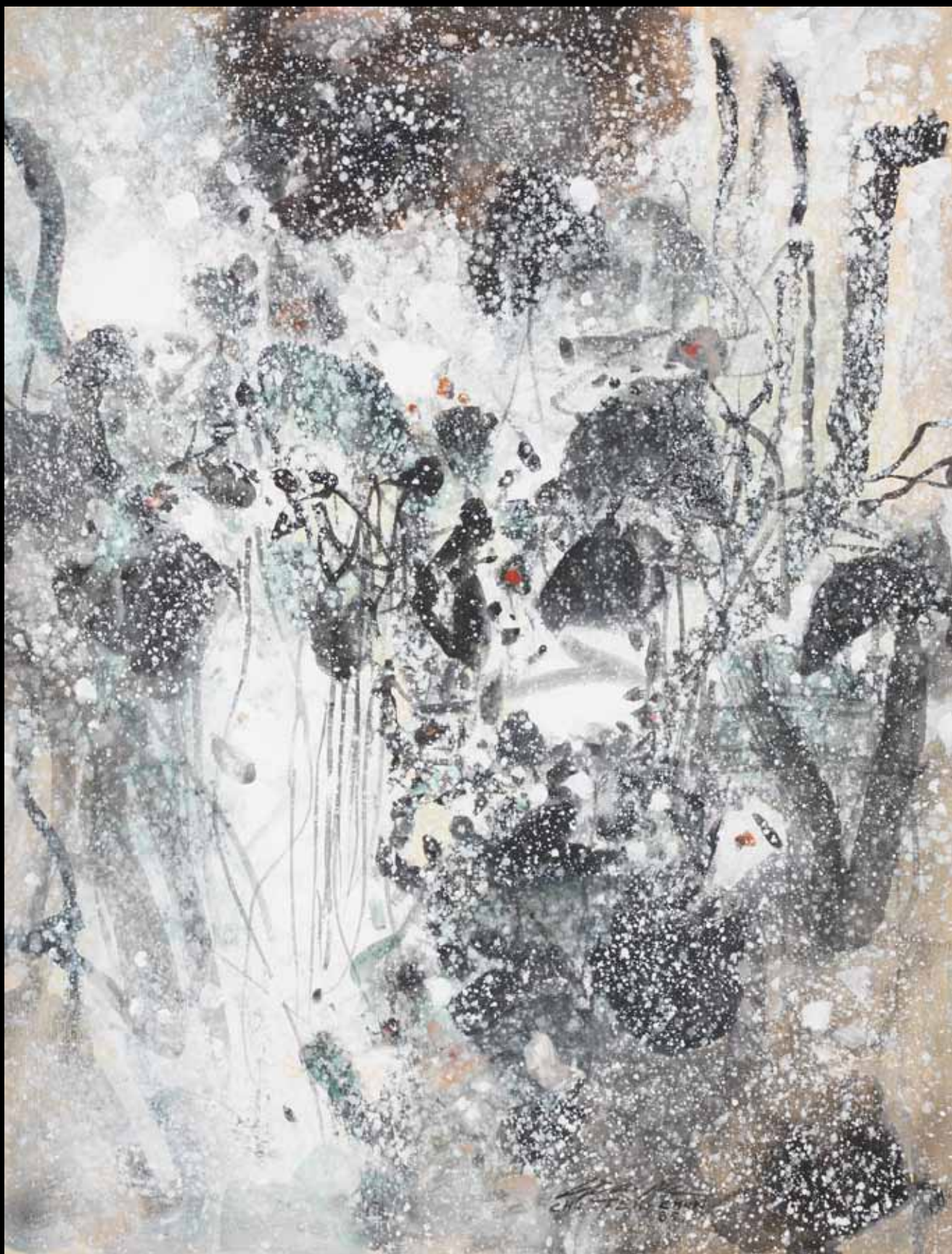
Galerie Point Rouge, Paris

Acquired directly from the above by the present owner in 1992

Exhibited

Paris, Galerie Point Rouge, *Group Exhibition*, 1990

“*Paintings by Chu which include snow are rare,
and renowned for their delicate beauty.*”





The influences which have informed the distinctive style of Chu Teh-Chun are many and varied. His earliest influence was undoubtedly the country where he grew up, and the stunning ink drawings of historic China which capture its dramatic landscapes. Chu was brought up in an artistic household with a father who was an enthusiastic art collector, and would have been well aware of such imagery from a young age. His artistic education at the Hangzhou Academy of Fine Art was grounded in traditions of Chinese brush and ink calligraphy, with its bold, sinuous strokes, but it was here that he was also introduced to something entirely new – namely the use of oil and canvas, two media which had until that point been confined largely to Europe. A number of Chu's teachers at Hangzhou, most notably Lin Fengmian, had already made the long journey to Europe, in particular Paris, in the 1920s. In 1955 Chu realised that it was time to make the same journey himself, a voyage which began on 29th March and ended on the 5th May of that year, with the young artist taking in some of the wonders of Egypt on the way. The culture shock that he must have experienced on his arrival in Paris is unimaginable to those of us who inhabit a 21st Century world of mass globalisation and international travel.



One of Chu's first stops in the French capital was the Louvre, where he could finally experience in reality the many masterpieces that he had previously known only from low-quality printed reproductions. Not long afterwards he encountered by pure chance an exhibition of the work of Nicolas de Staël, an experience which was to radically alter Chu's artistic direction. Nicolas de Staël was one of the most innovative painters in Paris at the time, taking great strides towards pure abstraction, and it was seeing these canvases featuring solid blocks of pure colour that gave Chu the courage to leave behind the strictures of representation. His new style was born, a wonderful combination of loose Chinese techniques and European experimentation; hints of mountainous landscapes emerging subtly from the looping, fluid brushwork; the complex images effectively capturing the spiritual and metaphysical intentions of both East and West.

Left page:
Nicolas de Staël, *Composition 1950*, 1950
© Tate, London 2013 / ADAGP, Paris and DACS, London 2013

Above:
Tang Yin, *Handscroll. Landscape. Thatched cottage in the Western Mountains, and inscriptions and colophons*, 1470-1523
© The Trustees of the British Museum.

Paintings by Chu which include snow are rare, and renowned for their delicate beauty. A few appeared in the years following a trip to the Alps in 1965, and a few more were created as a result of a family holiday to the mountainous region around Châtillon-en-Diois a decade later. But it was in the latter half of the 1980's, following a windswept and snow-driven journey through the Alps on the way from his Paris studio to an exhibition in Geneva, which provided the catalyst for *Abstraction neige III* a work produced at a time when Chu was at the height of his creativity and artistic maturity.

The current work exhibits the vitality of Chu's practise, its bursts of colour and tone successfully creating sensations of motion and light. Behind the soft mist of snowdrops, the subtle forms of a possible landscape can be determined, lurking quietly beneath the tempest. The artist's ongoing fascination with nature is evident here, not just for the beauty that can be found in its creations, but also for its spiritual aspects, which have long formed the basis of Chinese philosophy and religion. To become closer to nature and attempt to understand some of its many secrets is a difficult but inevitably rewarding journey, and one to which Chu Teh-Chun has dedicated much of his life and work.

Sadly, ill health has now forced Chu Teh-Chun to retire from his great passion of painting. Appreciation of his work, however, continues to grow, recent solo exhibitions at the National Museum of History in Taipei and galleries in New York, Madrid and Tokyo presenting it to an increasingly wide audience.

A number of his greatest paintings are held in public collections, particularly in France and China, a fitting tribute to this great man whose life and work was enriched by the traditions and innovations of both countries, and whose legacy will continue to enrich the cultural history of those and many other countries in return.



33
Farideh Lashai (1944-2013)
Untitled
2009

signed in Farsi
oil and acrylic on canvas

100 by 100 cm.
39 3/8 by 39 3/8 in.

This work was executed in 2009.

£5,000 - 8,000
US\$7,600 - 12,000
€5,900 - 9,500

Provenance
Acquired directly from the artist by the present owner in 2009



34
Farideh Lashai (1944-2013)
Untitled
2009

signed in Farsi
acrylic and enamel on canvas

100 by 100 cm.
39 3/8 by 39 3/8 in.

This work was executed in 2009.

£5,000 - 8,000
US\$7,600 - 12,000
€5,900 - 9,500

Provenance
Acquired directly from the artist by the present owner in 2009



35
Fateh Moudarres (1922-1999)
Untitled
1960

signed and dated 60
oil on card

66.5 by 48 cm.
26 3/16 by 18 7/8 in.

£2,500 - 3,500
US\$3,800 - 5,300
€3,000 - 4,100

Provenance
Acquired directly from the artist by the father
of the present owner in Rome *circa* 1960

Property from an Important American Collection
Lots 36 - 38

36* AR
Arman (1928-2005)
Open Heart (Violoncelle)
1981

signed on the base; stamped with the Bocquel
Foundry mark and numbered 5/8 on the
reverse of the base
bronze with brown patina

130 by 54 by 25 cm.
51 3/16 by 21 1/4 by 9 13/16 in.

This work was executed in 1981.

£12,000 - 18,000
US\$18,000 - 27,000
€14,000 - 21,000

This work is recorded in the *Arman Studio
Archives*, New York, under number: APA#
8202.81.007

Provenance
Private Collection, USA





37* AR

Arman (1928-2005)

Singing Under the Shower

2003

signed and numbered 6/8 on the base
bronze with green patina and stainless
steel

216 by 92 by 91 cm.

85 1/16 by 36 1/4 by 35 13/16 in.

This work was executed in 2003, and is
from an edition of 8 plus 4 artist's proofs.

£12,000 - 18,000

US\$18,000 - 27,000

€14,000 - 21,000

This work is recorded in the *Arman Studio
Archives*, New York, under number: APA#
8309.03.008

Provenance

Private Collection, USA

38* AR
Arman (1928-2005)
Bien vetue II
2004

signed and numbered 22/30 on the base
bronze with green patina and porcelain

160 by 63 by 45 cm.
63 by 24 13/16 by 17 11/16 in.

This work was executed in 2004, and is
number 22 from an edition of 30 plus 2
artist's proofs.

£10,000 - 15,000
US\$15,000 - 23,000
€12,000 - 18,000

This work is recorded in the *Arman
Studio Archives*, New York, under
number: APA# 8401.04.052

Provenance
Private Collection, USA





Other Properties

39 AR

Jiri Kolar (1914-2002)

Talk about Mme Recamier

1971

relief collage on panel, in a perspex frame

100 by 70 cm.

39 3/8 by 27 9/16 in.

This work was executed in 1971.

£5,000 - 7,000

US\$7,600 - 11,000

€5,900 - 8,300

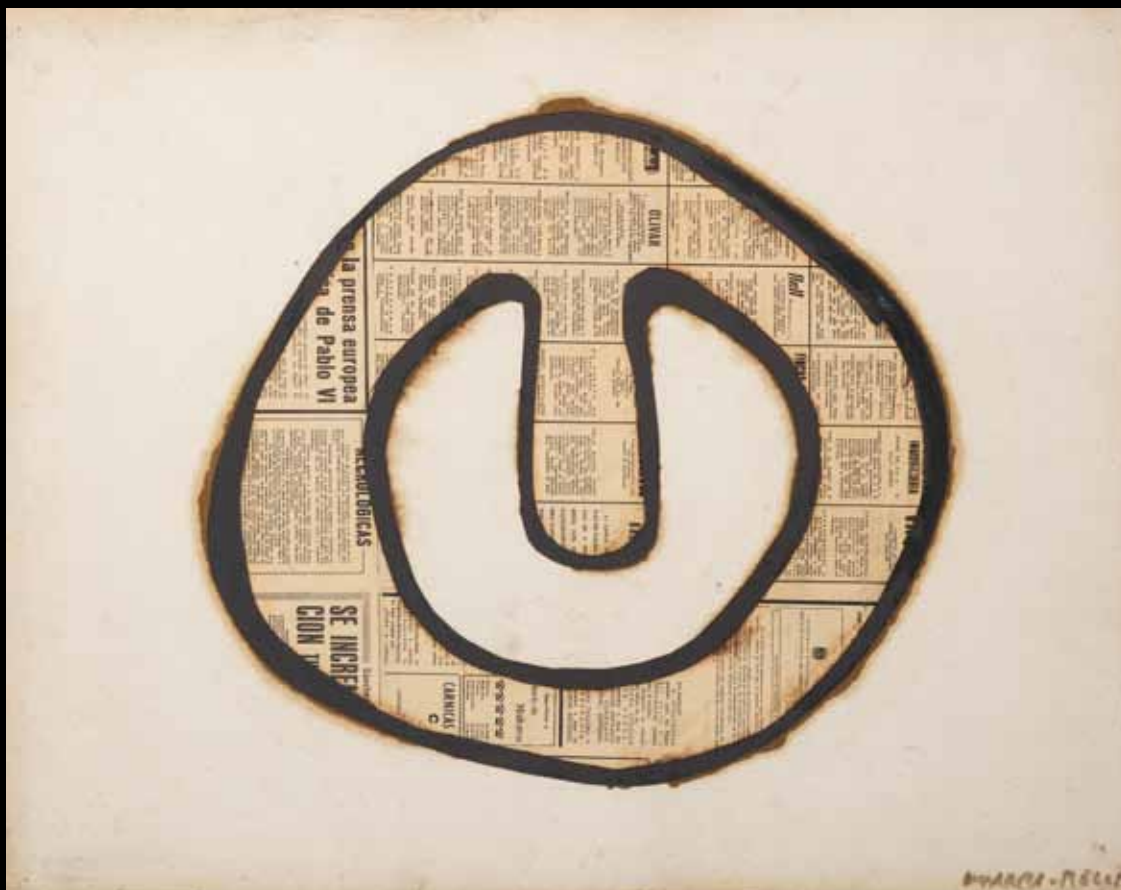
Provenance

Blanche Fabry Teze, New York

Acquired directly from the above by the present owner

Exhibited

New York, Willard Gallery, *Jiri Kolár: chiasmage, rollages, objects, collages*, 1975, n.p., illustrated in black and white



40

Conrad Marca-Relli (1913-2000)

Untitled

1978

signed

newspaper collage and mixed media on canvas

51 by 66 cm.

20 1/16 by 26 in.

This work was executed in 1978.

£12,000 - 18,000

US\$18,000 - 27,000

€14,000 - 21,000

This work is registered in the *Archivio Marca-Relli*, Parma, under no. MARE-9961 / © Archivio Marca-Relli, Parma, and is accompanied by a photo-certificate of authenticity.

Provenance

Gift from the artist to the previous owner

Sale: Christie's, New York, *Open House*, 12 January 2009, Lot 222

Acquired directly from the above by the present owner

“Statuary marble of the finest quality is translucent. Light strikes through the surface, rather than merely resting on it. This is especially evident in the two kinds of marble that Atchugarry uses most often - Carrara, and Portugal rose. By cutting marble into thin planes and folds, he allows the light that surrounds the forms to penetrate the shapes in a magical way. They seem to glow from within.”

Edward Lucie-Smith, *Pablo Atchugarry: The Spirit of Marble*, 2010

41W
Pablo Atchugarry (b. 1954)
Arco
2001

signed
Carrara marble

82.5 by 99 by 38 cm.
32 1/2 by 39 by 14 15/16 in.

This work was executed in 2001.

£45,000 - 65,000
US\$68,000 - 99,000
€53,000 - 77,000

Provenance
Galleria d'Arte Merchionne, Loano
Acquired directly from the above by the present owner

Exhibited
Loano, Galleria d'Arte Merchionne, *Pablo Atchugarry: dinamiche del marmo*, 2001, n.p., illustrated in colour
Milano, Palazzo Isimbardi, *Pablo Atchugarry*, 2001, p. 158, illustrated in black and white



Alternative view of the present lot





42* AR

Lucio Muñoz (1929-1998)

Untitled

1958

signed and dated 1958; dated 1958 21-1 on the reverse
mixed media on panel

61 by 97 cm.
24 by 38 3/16 in.

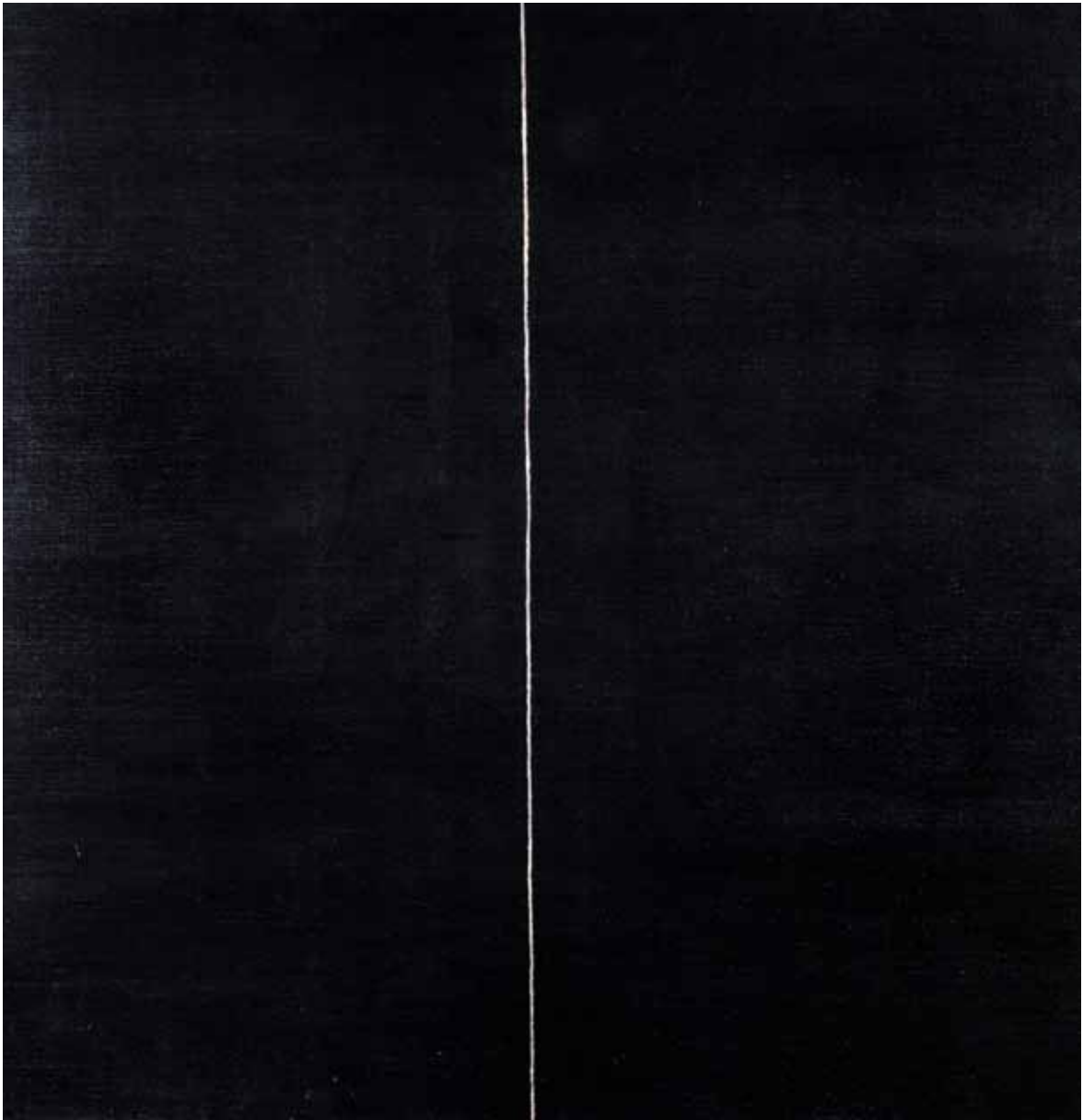
£5,000 - 8,000
US\$7,600 - 12,000
€5,900 - 9,500

This work has been authenticated from a photograph by the *Estate of Lucio Muñoz*, Madrid.

Provenance

Private Collection, USA

Acquired directly from the above by the present owner



43 AR
Callum Innes (b. 1962)
Agitated Vertical
2000

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

108 by 106 cm.
42 1/2 by 41 3/4 in.

£7,000 - 10,000
US\$11,000 - 15,000
€8,300 - 12,000

Provenance
Sale: Charity Auction, *Save the Children*, Edinburgh, 2000
Acquired directly from the above by the present owner

44 AR

Rafael Canogar (b. 1935)

Mal carado

1963

signed and dated 63; titled on the reverse
oil on canvas

80 by 100 cm.
31 1/2 by 39 3/8 in.

£15,000 - 20,000
US\$23,000 - 30,000
€18,000 - 24,000

This work is registered in the *Rafael Canogar Catalogo Razonado* :
1948-2007 under no. 1963-008.

Provenance

Sargentini Collection, Rome

Pino Molica Gallery, New York

Acquired directly from the above by the present owner

Exhibited

Paris, Galerie Rive Gauche, *Peintures récentes de Rafael Canogar*, 1963,
n.p., illustrated in black and white

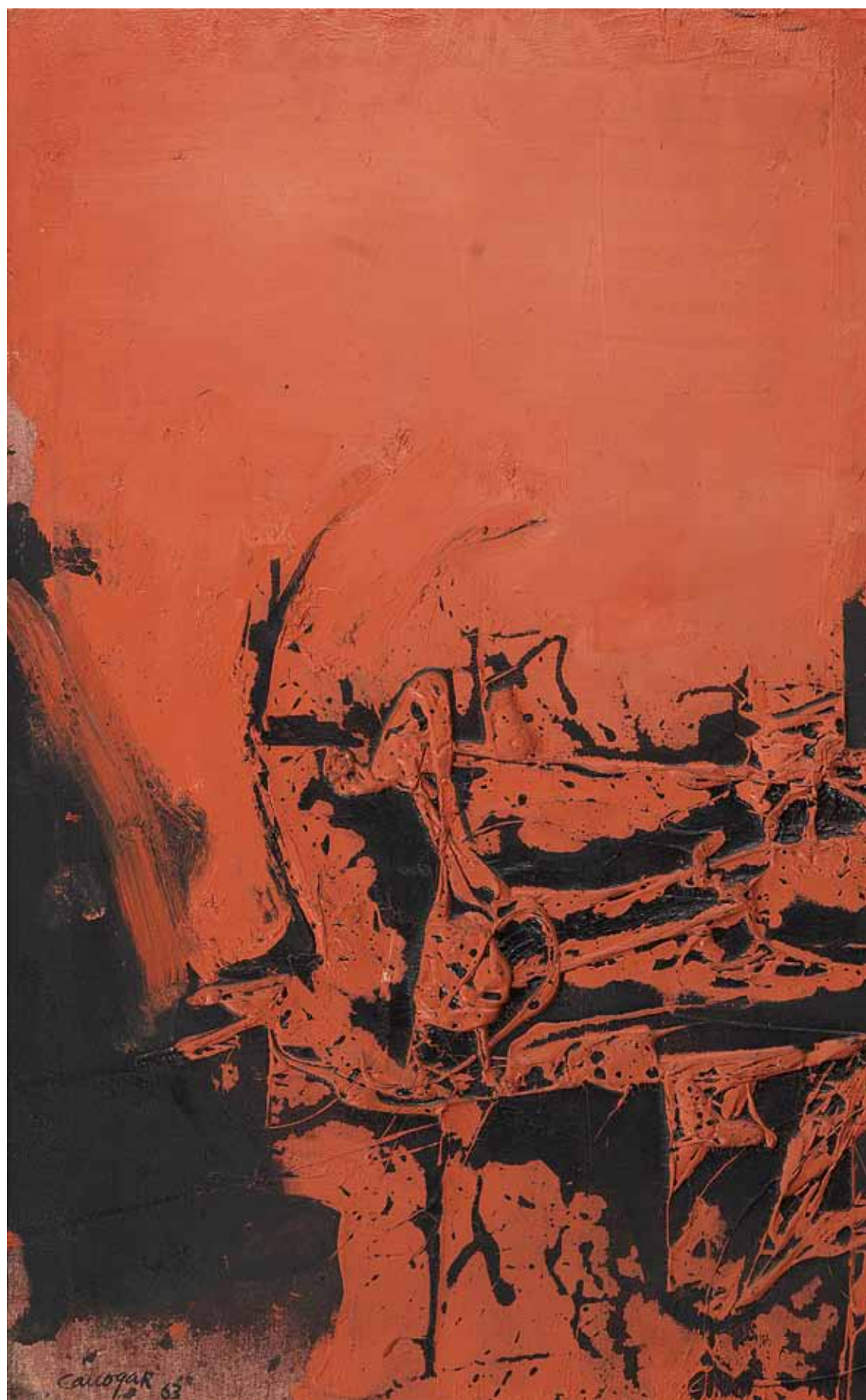
Trieste, Sala Comunale di Palazzo Constanzi, *Rafael Canogar*, 1966,
n.p. no. 10



Conscious of the futility of discussing the terms abstraction/figuration, constructive/expressionistic art, collective/individualistic art etc., we believe that our purpose is to present authentic and free art, open to experimentation and research without borders and not subject to exclusive and limiting canons. We work towards strong and profound art, grave and meaningful.

The artist in: *MANIFESTO*, El Paso, Summer 1957







The CoBrA Group

Lots 45 - 47

—

45 AR

Corneille (1922-2010)

Chat rentrant dans la danse

1992

signed and dated 92; signed, titled and dated 92 on the reverse
oil on canvas

51 by 61 cm.
20 1/16 by 24 in.

£4,000 - 6,000

US\$6,100 - 9,100

€4,700 - 7,100

Provenance

Jaski Art Gallery, Amsterdam

Private Collection, Europe

Acquired directly from the above by the present owner

Despite its distinctive reptilian moniker, the name of the CoBrA group in fact originates from the home cities of its founding members; Copenhagen, Brussels and Amsterdam. The group was formed in 1948 during an international conference held in Paris, and its manifesto of that same year, entitled *La Cause Était Entendue*, strongly rejected the beliefs of the French Surrealists. CoBrA painters explored the potential of painting spontaneously and expressively, with no preconceived ideas or plans, in this way capturing the intuitive energy of children. Despite the fact that the group officially disbanded in 1951, its members continued along similar lines for many years after, carving distinct artistic paths for themselves in the process, while still retaining a number of the principles developed during this period.





46 AR
Corneille (1922-2010)
La venue de l'oiseau familier
 1981/1982

signed and dated 81; signed, titled and dated 82 on the reverse
 oil on canvas

73 by 60 cm.
 28 3/4 by 23 5/8 in.

£5,000 - 7,000
 US\$7,600 - 11,000
 €5,900 - 8,300

Provenance
 Private Collection, UK



47 AR
 Lucebert (1924-1994)
De theetuin
 1973

signed and dated 73
 oil on canvas

100 by 130 cm.
 39 3/8 by 51 3/16 in.

£5,000 - 7,000
 US\$7,600 - 11,000
 €5,900 - 8,300

Provenance
 Galerie Espace, Amsterdam
 Private Collection, Europe
 Christie's Amsterdam, *Cobra 50th Anniversary Sale*, 21 April 1998, lot 143
 Acquired directly from the above by the present owner

48
 No Lot

49

Keith Haring (1958-1990)

Untitled

1984

household paint and marker pen on chipboard

122 by 122 cm.

48 1/16 by 48 1/16 in.

This work was executed *circa* 1984.

£30,000 - 50,000

US\$46,000 - 76,000

€35,000 - 59,000

Provenance

Now Gallery, New York

Acquired directly from the above by the present owner

Exhibited

New York, Now Gallery, *Group Show*, 1985

We come now to an element of the electric boogie which Haring especially loved, “the wave”. It mimes the motion of the water, flowing through the arms and shoulders. It mimes, as well, electric current. A fashion for sending giant waves, shaped with the arms, around and around football stadiums surfaced in the eighties. There may be a relation between that custom and a further quintessence of hip-hop tradition, the passing of “waves” through the arms from once dancer to another.

Robert Farris Thompson, “Haring and the Dance”, in *Keith Haring*, New York 1997, p. 214





50 AR
Russell Young (b. 1960)
James Dean
2006

Provenance
Artificial Gallery, London
Acquired directly from the above by the present owner in 2006

signed and numbered 9/10 on the reverse
silkscreen on canvas

93 by 70.5 cm.
36 5/8 by 27 3/4 in.

This work was executed in 2006.

£2,000 - 3,000
US\$3,000 - 4,600
€2,400 - 3,500



51*

Shepard Fairey (b. 1970)

Global Target

2012

signed, dated 12 and inscribed 5/5 HPM
mixed media relief print on paper

93 by 71 cm.

36 5/8 by 27 15/16 in.

£5,000 - 7,000

US\$7,600 - 11,000

€5,900 - 8,300

Provenance

Gallery 618, St Louis

Acquired directly from the above by the present owner in 2012

52 AR

Banksy (b. 1975)

Love is in the Air

2006

signed, dated 24/4/2006 and inscribed AP 16/15 on the reverse;
stencil signature to the overlap
stencil spray paint and oil on canvas

91 by 91 cm.

35 13/16 by 35 13/16 in.

£70,000 - 100,000

US\$110,000 - 150,000

€83,000 - 120,000

This work is accompanied by a certificate of authenticity issued by Pest Control Office.

Provenance

Acquired directly from the artist by the present owner in 2006

From the streets of Bristol to the auction rooms of Bond Street, Banksy's idiosyncratic rise in the art market is not only intriguing, but also art historically significant.

Banksy started gaining popular attention in the early 2000's after moving from his hometown of Bristol to London, where he started stencilling his now iconic works on the streets. The images he painted were often political, charged with sceptical wit, and utilised all the quirks and nuances of the urban environment, to the point that they became site-specific. The works he painted were so creative, and used the environment in such a new way that people began to question whether they were mere acts of vandalism, or *bona fide* works of art.

With his immediately recognisable aesthetic, Banksy's work slowly transcended the street corner and the label 'graffiti', quickly entering the arena of the white cube and becoming regarded as 'art'. This circumvention of the traditional and ingrained mode of becoming an artist had been pursued by Jean-Michel Basquiat and Keith Haring in the early 1980s, but rather than simply abandoning street murals in favour of painting works on canvas, it was Banksy's avant-garde use of the urban environment as his medium that won him international recognition. It was not long before contemporary art dealers and collectors realised that there was a new market in his atypical approach, and a new art world star was born.

Scores of the pieces that Banksy painted on the street have been removed or have fallen into disrepair. They are inherently transient,

and several survive only as photographs – mere traces of the time and context in which they were created. Many of his stencils were so visually strong and autonomous that it was a logical step for Banksy to translate some the images on to canvases or editioned screenprints.

Love is in the Air is one of his most famous motifs, and features on the front cover of his celebrated 2005 book *Wall and Piece*. It is political, witty, and visually uncomplicated – three facets that have come to epitomise his aesthetic. Banksy created a series of original, hand stencilled works using the image widely known as the 'Flower Chucker', but with a simpler, less extravagant stencil design. Very few were created with the same detail, scale, and areas of intricate hand colouring as the present lot. Perhaps as an ironic device, Banksy uses oil paint to colour the flowers, one of the most historical and traditional of all painterly media. The juxtaposition between oil and spray-paint, articulates the tension between opposites that defines Banksy's practice: seriousness and humour, tradition and novelty, the street and the gallery.

Executed in 2006, the subject matter of *Love is in the Air* seems to pre-empt images we have seen in recent years: the London riots, protests over austerity measures in Greece, the Arab Spring, and the continuing conflict in Syria. The masked petrol bomb thrower comes to personify conflict, violence, and revolution in general, and Banksy casually extenuates these issues in a most typical fashion, by replacing the bomb with a harmless bunch of flowers.





53 AR
Tracey Emin (b. 1963)
My Cat Docket
 2005

shredded metal cans on a wood base

Height: 31 cm.
 12 3/16 in.

This work was executed in 2005 and is unique.

£2,000 - 3,000
US\$3,000 - 4,600
€2,400 - 3,500

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

Provenance
 Sale: Charity Auction, *The Art of Can*, London,
 4 April 2005
 Acquired directly from the above by the
 present owner



54 AR
Tracey Emin (b. 1963)
My Cat Docket
 2005

signed, titled and dated 2005
 ink on paper

28 by 20.5 cm.
 11 by 8 1/16 in.

£1,500 - 2,000
US\$2,300 - 3,000
€1,800 - 2,400

Provenance
 Sale: Charity Auction: *The Art of Can*, London,
 4 April 2005
 Acquired directly from the above by the
 present owner



55 AR
Damien Hirst (b. 1965)
Paper spin for Elle
2011

signed and inscribed *for elle*
acrylic on paper

Diameter: 51 cm.
20 1/6 in.

This work was executed in 2011.

£4,000 - 6,000
US\$6,100 - 9,100
€4,700 - 7,100

This lot has been authenticated by the *Hirst Authentication Committee*, London.

Provenance
Acquired directly from the artist by the present owner in 2011

I like to think of art ... as an experience. Is it good or bad? It has information just like the library has information that helps us to stay alive. It has the ability to condense information to what's really important and critical.

The artist in: www.interviewmagazine.com

56

Jeff Koons (b. 1955)

Blue Waterfall

2009

signed and dated 09
watercolour on paper

119.5 by 79 cm.
47 1/16 by 31 1/8 in.

£10,000 - 15,000
US\$15,000 - 23,000
€12,000 - 18,000

The authenticity of this work has been confirmed by the *Jeff Koons Studio*, New York.

Provenance

Acquired directly from the artist by the present owner in 2009





57 AR
Jonathan Yeo (b. 1970)
Leaf Study (Pink)
2008

signed and dated 2008 on the stretcher
acrylic and collage on canvas

40 by 40 cm.
15 3/4 by 15 3/4 in.

£1,500 - 2,000
US\$2,300 - 3,000
€1,800 - 2,400

Provenance
Lazarides, London
Acquired directly from the above by the present owner in 2008



58
Sheng Qi (b.1965)
Liberate
2004

signed twice and dated 2004 on the reverse
acrylic on canvas

91 by 73 cm.
35 13/16 by 28 3/4 in.

£2,000 - 3,000
US\$3,000 - 4,600
€2,400 - 3,500

Provenance
Red Gate Gallery, Beijing
Acquired directly from the above by the present owner in 2005



59
Raqib Shaw (b. 1974)
Untitled
 2009

signed and dated 2009; signed and dedicated on the reverse
 acrylic, enamel paint, pencil, glitter and rhinestones on paper

30.5 by 30.5 cm.
 12 by 12 in.

£12,000 - 18,000
 US\$18,000 - 27,000
 €14,000 - 21,000

Provenance
 Acquired directly from the artist by the present owner in 2009

60

Takashi Murakami (b. 1962)

The King's Seat of Two Dimensional Perspective -Super God-
1997

signed and dated 97 on the reverse
acrylic and silkscreen on canvas

40 by 40 cm.
15 3/4 by 15 3/4 in.

£25,000 - 35,000
US\$38,000 - 53,000
€30,000 - 41,000

Provenance

Tomio Koyama Gallery, Tokyo

Galleria Claudia Gian Ferrari, Milan

Acquired directly from the above by the present owner in 1999

Exhibited

Milan, Galleria Claudia Gian Ferrari, *Omaggi-Oltraggi*, 1999

Boston, Museum of Fine Arts, *Takashi Murakami: Made in Japan*, 2001





61
Luciano Castelli (b. 1951)
Untitled
 1996

signed and dated 96
 acrylic, charcoal and ink on paper

69.5 by 50 cm.
 27 3/8 by 19 11/16 in.

£1,000 - 1,500
 US\$1,500 - 2,300
 €1,200 - 1,800

Provenance
 Private Collection, UK



62
Luciano Castelli (b. 1951)
Untitled
 1993

signed and dated 93
 acrylic, charcoal and gouache on paper

99.5 by 70 cm.
 39 3/16 by 27 9/16 in.

£1,500 - 2,500
 US\$2,300 - 3,800
 €1,800 - 3,000

Provenance
 Private Collection, UK



63 AR
Arman (1928-2005)
Untitled
 1978

signed
 acrylic on paper laid on canvas, in a perspex frame

100.5 by 70.5 cm.
 39 9/16 by 27 3/4 in.

This work was executed in 1978.

£5,000 - 8,000
 US\$7,600 - 12,000
 €5,900 - 9,500

This work is recorded in the *Arman Studio Archives*, New York, under number: APA# 1001.78.001.

Provenance
 Private Collection, Sweden
 Sale: Bukowskis Stockholm, *Modern and Contemporary Art*, 2 November 2005, Lot 601A
 Acquired directly from the above by the present owner



64

Shirin Neshat (b.1957)

Untitled (Hands)

2005

signed by Shirin Neshat, Rafael Fuchs and Izhar Patkin and numbered 5/100
digital inkjet print

Image: 44.8 by 29.8 cm.
17 5/8 by 11 3/4 in.

This work was executed in 2005.

£3,000 - 5,000
US\$4,600 - 7,600
€3,500 - 5,900



65

Anri Sala (b. 1974)

Untitled (o colta por corta, er corno por el colmo le reponga, y ilme por irme)
2007

black and white photograph on baryta paper on dibond

64 by 90.5 cm.
25 3/16 by 35 5/8 in.

This work was executed in 2007, and is number 1 from an edition of 5.

£3,000 - 5,000
US\$4,600 - 7,600
€3,500 - 5,900

Provenance

Galerie Chantal Crousel, Paris

Acquired directly from the above by the present owner

Exhibited

Paris, Centre Pompidou, *Anri Sala*, 2012, p. 4-5, another example illustrated in black and white

Following the success of his solo exhibitions at the Centre Pompidou in Paris in 2012, at the Serpentine Gallery in London and at the Musée d'Art Contemporain de Montréal in 2011, Anri Sala is currently representing France at the *55th Venice Biennale*.



66W
Larry Sultan (1946-2009)
Cabana
 2000

c-print

127 by 152.4 cm.
 50 by 60 in.

This work was executed in 2000, and is number 6 from an edition of 10.

£3,000 - 5,000
 US\$4,600 - 7,600
 €3,500 - 5,900

Provenance
 Private Collection, London
 Acquired directly from the above by the present owner in 2008

Literature
 Larry Sultan, *The Valley*, Zurich 2004, p. 43,
 another example illustrated in colour



67W
Larry Sultan (1946-2009)
Suburbs in Studio
 2000

c-print

127 by 152.4 cm.
 50 by 60 in.

This work was executed in 2000, and is number 4 from an edition of 10.

£3,000 - 5,000
 US\$4,600 - 7,600
 €3,500 - 5,900

Provenance
 Private Collection, London
 Acquired directly from the above by the present owner in 2008

Literature
 Larry Sultan, *The Valley*, Zurich 2004, p. 3,
 another example illustrated in colour



68 AR W

Erwin Wurm (b. 1954)

Pee on Someone's Rug

2003

c-print

126 by 159 cm.

49 5/8 by 62 5/8 in.

This work was executed in 2003, and is number 5 from an edition of 5.

£4,000 - 6,000

US\$6,100 - 9,100

€4,700 - 7,100

Provenance

Galerie Nicola Von Senger, Zurich

Acquired directly from the above by the present owner in 2005

Exhibited

Aachen, Ludwig Forum für Internationale Kunst, *The Artist Who Swallowed the World*, 2006, p. 84, another example illustrated in colour
Malmö, Malmö Konstmuseum, *Spit in Someone's Soup*, 2008, p. 28-29, another example illustrated in colour

Literature

VV.AA., *Erwin Wurm: Wear me out*, Ostfildern 2011, p. 125, another example illustrated in colour



69

Julio Le Parc (b. 1928)

Cercle en contorsion sur trame

1969

metal, printed paper and electric motor

60 by 60 by 17 cm.

23 5/8 by 23 5/8 by 6 11/16 in.

This work was executed in 1969 and is from an edition of 250.

£1,500 - 2,000

US\$2,300 - 3,000

€1,800 - 2,400



70

Julio Le Parc (b. 1928)

Trames Alternées

1968

metal, printed paper and electric motor

30 by 30 by 30 cm.

11 13/16 by 11 13/16 by 11 13/16 in.

This work was executed in 1968 and is from an edition of 250.

£3,000 - 5,000

US\$4,600 - 7,600

€3,500 - 5,900

71
Martha Boto (1925-2004)
Deplacement Optique A
 1969

enamelled metal, perspex and electric motor

47.5 by 38.5 by 22 cm.
 18 11/6 by 15 3/16 by 8 11/16 in.

This work was executed in 1969, and is from an edition of 200.

£3,000 - 5,000
 US\$4,600 - 7,600
 €3,500 - 5,900



72 AR
Francisco Sobrino (b. 1932)
M.V.
 1967

applied plaque affixed to the reverse inscribed
Editions Denise René
 signed, titled and numbered 71/100
 perspex

58 by 33 by 9.5 cm.
 22 13/16 by 13 by 3 3/4 in.

This work was executed in 1967.

£2,000 - 3,000
 US\$3,000 - 4,600
 €2,400 - 3,500



Design







73

Heal and Son

*D.1196 Trolley Table, in the style of Gerald Summers
circa 1936*

polished birch faced moulded plywood on brass
mounted casters

73 by 75.5 by 41 cm.

28 3/4 by 29 3/4 by 16 1/8 in.

£1,000 - 1,500

US\$1,500 - 2,300

€1,200 - 1,800

Literature

Sale catalogue, *Inexpensive Birch Furniture at Heals*,
1936/37, a similar model illustrated in black and white

This lot retailed at £2 15s and is accompanied by a copy
of the original bill of sale from 7th September 1936.
The model was also available in green and yellow.



74



74
Axel Einar Hjorth for Nordiska Kompaniet
Lovö Dining Table
circa 1930

pine

72.5 by 180 by 74.5 cm.
 28 9/16 by 70 7/8 by 29 5/16 in.

£1,000 - 1,500
 US\$1,500 - 2,300
 €1,200 - 1,800



75

75
Alvar Aalto for Finmar Ltd
A Pair of 34/402 Armchairs
designed 1933

applied faded plaques for *Finmar Ltd*
 birch faced moulded plywood with fabric upholstery

Height: 72 cm.
 28 3/8 in.

£1,000 - 1,500
 US\$1,500 - 2,300
 €1,200 - 1,800

Both this and lot 77 were acquired in 1937 on the instructions of architect Clough Williams-Ellis, best known for his work on the Italianate village of Portmerion in North Wales, to furnish his recently completed First Church of Christ Scientist, Belfast, where they have remained ever since.



76

Marcel Breuer for Isokon Furniture Company

A Long Chair

designed and executed in 1936

paper label for *Isokon Furniture Company, London, Isokon Long Chair*
birch faced moulded plywood

Height: 75 cm.
29 1/2 in.

Length: 132 cm. approx.
51 15/16 in.

£5,000 - 7,000

US\$7,600 - 11,000

€5,900 - 8,300

The registration number on the label indicates that this example was executed during the first year of production.

Provenance

Heals, London

Acquired directly from the above by the grandfather of the present owner

This example of the *Long Chair* bears unusual fin supports to the front legs. Although other *Long Chairs* are recorded with later (and often unsympathetic) amendments to the structure, the birch veneer used on the present lot appears contemporary to the piece suggesting the fins were created at Isokon as an additional means of support.





77
Alvar Aalto for Finmar Ltd
Table 70
 designed 1933

applied plaque for *Finmar Ltd*
 birch faced moulded plywood with lacquered tops

Height: 56.5 cm.
 22 1/4 in.

Diameter: 62.5 cm.
 24 5/8 in.

£1,000 - 1,500
US\$1,500 - 2,300
€1,200 - 1,800

See footnote on lot 75.



78
Alvar Aalto for Finmar Ltd
Table 91 with Lazy Susan
 designed 1933

applied plaque for *Finmar Ltd*
 birch veneer with removable tray

Height: 71.5 cm.
 28 1/8 in.

Diameter: 127 cm.
 50 in.

£2,000 - 3,000
US\$3,000 - 4,600
€2,400 - 3,500



79
Alvar Aalto for Finmar
31 Armchair
designed 1932

bent laminated karelian birch moulded plywood

Height: 67.5 cm.
26 9/16 in.

£2,500 - 3,500
US\$3,800 - 5,300
€3,000 - 4,100



80

Jean Prouvé

Table spéciale

designed 1946 for the Société des Houillères de Sarre et Moselle

enamelled bent steel and oak

70 by 122 by 60 cm.

27 9/16 by 48 1/16 by 23 5/8 in.

£4,000 - 6,000

US\$6,100 - 9,100

€4,700 - 7,100

Literature

Laurence Bergerot and Patrick Seguin ed., *Jean Prouvé*, New York 2007,
p. 336-337, the original drawing of this design illustrated in black and white

81
Dan Johnson for Dan Johnson Studios
Gazelle Chair
designed *circa* 1950

bronze and wicker

Height: 79 cm.
31 1/8 in.

£4,000 - 6,000
US\$6,100 - 9,100
€4,700 - 7,100





82

Maison Jansen

A Large Console Table

circa 1950

patinated bronze, brass and steel with segmented slate top

69.5 by 185.5 by 115.5 cm.

27 3/8 by 73 1/16 by 45 1/2 in.

£5,000 - 7,000

US\$7,600 - 11,000

€5,900 - 8,300



83 W
Angelo Lelli for Arredoluce
A *Stella* Ceiling Lamp
designed circa 1950

brass and frosted glass

Diameter: 130 cm.
51 3/16 in.

£6,000 - 8,000
US\$9,100 - 12,000
€7,100 - 9,500

84 AR

John Piper

A Coffee Table

circa 1960

signed *John Piper* to one tile
ceramic mosaic and ebonised metal

40.5 by 123 by 46.5 cm.

15.5 by 48 by 18 in.

£1,500 - 2,000

US\$2,300 - 3,000

€1,800 - 2,400





85
Jacques Adnet
A Pair of Armchairs
circa 1940

stitched black leather and gilt brass

Height: 90 cm.
35 7/16 in.

£7,000 - 10,000
US\$11,000 - 15,000
€8,300 - 12,000



86



87

86 W
Giampiero Aloï for Lumi
 A Pair of Ceiling Lights
circa 1960

brass

Height: 115 cm.
 45 1/4 in.

£5,000 - 7,000
 US\$7,600 - 11,000
 €5,900 - 8,300

87
Gio Ponti
 A Desk
circa 1950

cherrywood and brass

76 by 170 by 78 cm.
 29 15/16 by 66 15/16 by 30 11/16 in.

£6,000 - 8,000
 US\$9,100 - 12,000
 €7,100 - 9,500

This work is registered in the *Gio Ponti Archives*, under no. 12057/000 and is accompanied by a photo-certificate of authenticity.



88

Ico Parisi for Cassina

A Pair of Desks for the Lorena Hotel, Grosseto
designed 1961

mahogany with sectional laminate tops lifting to reveal a mirror

74.5 by 110 by 47.5 cm.

29 5/16 by 43 5/16 by 18 11/16 in.

£3,000 - 5,000

US\$4,600 - 7,600

€3,500 - 5,900



89

Gio Ponti

A Pair of Consoles for the Parco dei Principi Hotel, Sorrento
designed 1961

each bearing paper label for *Gio Ponti Archives*
ash, laminate and brass

76 by 120 by 35 cm.
29 15/16 by 47 1/4 by 13 3/4 in.

£7,000 - 10,000

US\$11,000 - 15,000

€8,300 - 12,000

These works are registered in the *Gio Ponti Archives*, Milan under no.
12040/000, and are accompanied by a photo-certificate of authenticity.

Literature

Ugo la Pietra, *Gio Ponti*, New York 1996, p. 365, another example
illustrated in colour



90
Hans Wegner for Carl Hansen & Søn
CH 22 Lounge Chair
designed 1950

stamped *Fabrikat: Carl Hansen & Søn*
DANMARK, Designer: Hans J. Wegner
oak and cord

Height: 71 cm.
27 15/16 in.

£1,500 - 2,000
US\$2,300 - 3,000
€1,800 - 2,400



91
A Danish Desk
circa 1950

walnut, with two keys

169 by 74 by 87 cm.
66 9/16 by 29 1/8 by 34 1/4 in.

£800 - 1,000
US\$1,200 - 1,500
€950 - 1,200



92
Ole Wanscher for A. J. Iversen
1947

paper label for *A. J. Iversen*
rosewood and brass with key

74.5 by 125 by 70 cm.
29 5/16 by 49 3/16 by 27 9/16 in.

£4,000 - 6,000
US\$6,100 - 9,100
€4,700 - 7,100



93
Poul Kjaerholm for E. Kold Christensen
A pair of PK22 chairs
designed 1955

stamped mark for *E. Kold Christensen*
leather and steel

Height: 71.5 cm.
28 1/8 in.

£2,500 - 3,500
US\$3,800 - 5,300
€3,000 - 4,100





94

Arne Jacobsen for Fritz Hansen
A Pair of *Swan* Chairs
designed 1958

beech with leather upholstery

Height: 77 cm.
30 5/16 in.

£3,000 - 5,000
US\$4,600 - 7,600
€3,500 - 5,900

 *I can't stand the term "good taste" as if we were talking about ladies' hats. I would rather say: artistic approach, receptiveness, alertness.* 

The designer in: *Politiken*, 25th February 1971

95
Arne Jacobsen
A Writing Table
circa 1940

mahogany, with key

77 by 149.5 by 85 cm.
30 5/16 by 58 7/8 by 33 7/16 in.

£10,000 - 15,000
US\$15,000 - 23,000
€12,000 - 18,000

The present lot was formerly in the collection of Johan Jacobsen, Arne Jacobsen's son from his first marriage. According to Consuela Jacobsen, Johan's wife, this writing table was used by the designer in his home; it is believed to be unique.





96
Venini
Murrine Vase
designed 1953

acid stamped *Venini Murano ITALIA*

Height: 25.5 cm.
10 1/16 in.

£3,000 - 5,000
US\$4,600 - 7,600
€3,500 - 5,900

Literature
Helmet Ricke and Eva Schmitt, *Italian Glass Murano Milan 1930-1970*, Munich 1997, p. 147, another example illustrated in colour

97 W
Verner Panton for Unika Væv
Marguerite Rug
circa 1965

wool and rya

Diameter: 225 cm.
88 9/16 in.

£1,000 - 1,500
US\$1,500 - 2,300
€1,200 - 1,800





98

Florence Knoll for Knoll International

A Sideboard

designed 1952

Knoll International paper label to the interior
walnut, leather and steel

70.5 by 183 by 45 cm.

27 3/4 by 72 1/16 by 17 11/16 in.

£2,000 - 3,000

US\$3,000 - 4,600

€2,400 - 3,500



99

99 W

An Italian Palm Tree Floor Lamp

circa 1975

brass leaves and trunk with a laquered base

Height: 190 cm.

74 13/16 in.

£1,500 - 2,000

US\$2,300 - 3,000

€1,800 - 2,400

100 W

Peter Nelson for Architectural Lighting Limited

TA Floor Lamp

circa 1960

brass with adjustable shades

Height: 136.5 cm.

53 3/4 in.

£1,000 - 1,500

US\$1,500 - 2,300

€1,200 - 1,800



100



101 AR
John Piper
Dining Table
circa 1960

signed *John Piper* to one tile
ceramic mosaic, ebonised metal and brass

76.5 by 184 by 77 cm.
30 1/8 by 72 7/16 by 30 5/16 in.

£2,500 - 3,500
US\$3,800 - 5,300
€3,000 - 4,100



102

102

Jules Wabbes

A Desk and a Pair of Matching Cabinets
circa 1970

the desk handles marked *Wabbes*
Indian rosewood and stainless steel

Desk: 75 by 180 by 76 cm.
29 1/2 by 70 7/8 by 29 15/16 in.

Cabinets: 70.5 by 130 by 76 cm.
27 3/4 by 51 3/16 by 29 15/16 in.

£3,000 - 5,000
US\$4,600 - 7,600
€3,500 - 5,900



103 W
Angelo Lelli for Arredoluce
A 12555 Floor Lamp

paper label *Made in Italy Arredoluce Monza*
ebonised metal, brass, acrylic and marble

Height 197 cm.
77 9/16 in.

£2,000 - 3,000
US\$3,000 - 4,600
€2,400 - 3,500



103



104

René Mathieu, attributed,
A Large Adjustable Wall Lamp
circa 1955

enamelled metal, ebonised brass and brass

Extended length: 145 cm.
57 1/16 in.

Diameter of largest shade: 35 cm.
13 3/4 in.

£1,000 - 1,500
US\$1,500 - 2,300
€1,200 - 1,800



105

Stilnovo
A Pair of Wall Lights
circa 1955

lacquered metal and perspex

52 by 28 cm.
20 1/2 by 11 in.

£1,000 - 1,500
US\$1,500 - 2,300
€1,200 - 1,800





106

Wendell Castle

Molar Chair

designed 1969

moulded reinforced fibreglass

Height: 69 cm.

27 3/16 in.

£1,500 - 2,000

US\$2,300 - 3,000

€1,800 - 2,400



107 W

Nanna Ditzel for Halling-Koch Design Center

Windmill Rug

designed *circa* 1965

tufted wool

Diameter: 254 cm.
100 in.

£3,000 - 5,000
US\$4,600 - 7,600
€3,500 - 5,900



108

François Monnet for Kappa
A Pair of Lounge Chairs
circa 1970

leather and brushed steel

Height: 56 cm.
22 1/16 in.

£4,000 - 6,000
US\$6,100 - 9,100
€4,700 - 7,100



109 W
Mario Torregiani
 Large *Leda* Light Sculpture
 designed *circa* 1995

chrome plated aluminium

100 by 190 cm.
 39 3/8 by 74 13/16 in.

£2,500 - 3,500
 US\$3,800 - 5,300
 €3,000 - 4,100



110
Ringo Starr and Robin Cruickshank for ROR Ltd
 Coffee Table
circa 1973

glass and stainless steel

Height: 38.5 cm.
 15 3/16 in.

Diameter: 122 cm.
 48 1/16 in.

£1,000 - 1,500
 US\$1,500 - 2,300
 €1,200 - 1,800

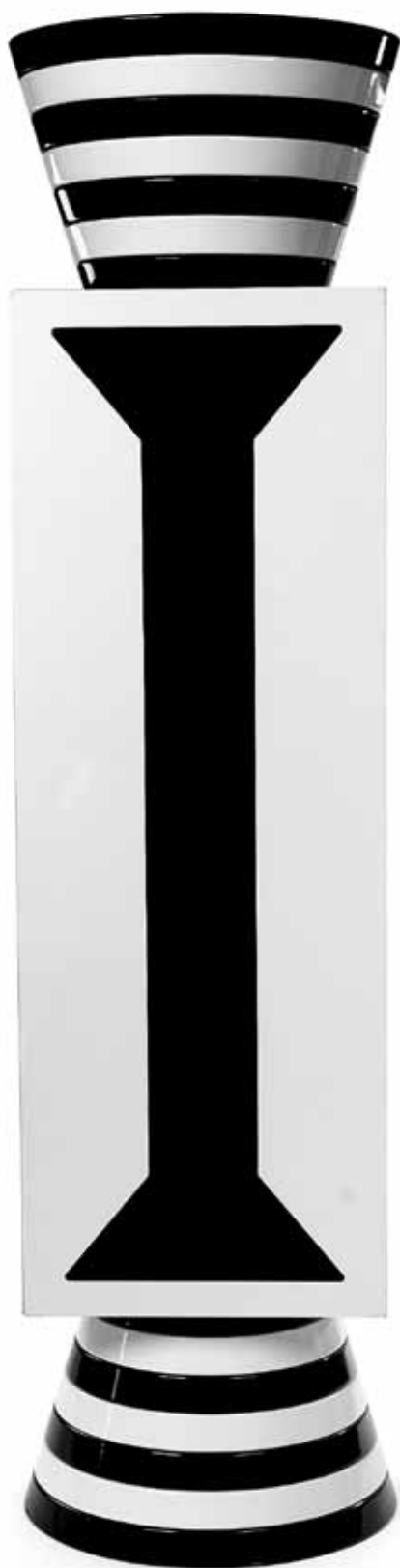


111 W
An Italian Chandelier
circa 1970

chromed metal and steel

Height: 100 cm.
39 3/8 in.

£2,000 - 3,000
US\$3,000 - 4,600
€2,400 - 3,500



112 AR

Alessandro Mendini for Alchimia

Ollo Cabinet

designed 1989, the present example executed in 1999

Atelier Zav paper label to the interior
lacquered and inlaid wood

Height: 210 cm.
82 11/16 in.

This work is number one from an edition of three.

£3,000 - 5,000
US\$4,600 - 7,600
€3,500 - 5,900

This work is accompanied by a photo-certificate of authenticity signed by Alessandro Mendini.



113 AR
Arman (1928-2005)
Keruan Table
2002

signed, paper label to underside inscribed *CET EXEMPLAIRE DE LA TABLE d'Arman PORTE LE NUMÉRO 27 KERUAN 02*
varnish bottles, glass, plexiglass and steel

33.5 by 126 by 100 cm.
13 3/16 by 49 5/8 by 39 3/8 in.

£5,000 - 8,000
US\$7,600 - 12,000
€5,900 - 9,500



Detail



114

Rosario Gallina and Tiziano Rutilo for Relicta Design

DC-9 Stabi Small Table

designed and executed in 2011

salvaged aluminium aircraft parts and glass

50 by 160 by 65 cm.

19 11/16 by 63 by 25 9/16 in.

£2,500 - 3,500

US\$3,800 - 5,300

€3,000 - 4,100

This work is constructed from the stabilizer of a 1966 DC-9 Aero California aircraft.



115

Rosario Gallina and Tiziano Rutilo for Relicta Design

A Pair of *Pratt & Whitney Twin Seats*

designed and executed in 2011

salvaged aluminium aircraft parts and leather

Height: 70 cm.
27 9/16 in.

Width: 142 cm.
55 7/8 in.

£3,000 - 5,000
US\$4,600 - 7,600
€3,500 - 5,900

This work is constructed from the engine nose cowl of a 1972 Air Canada aircraft.



116 AR W
Ron Arad for One Off Ltd
An Aerial Lamp
designed 1981

paper label for *One Off Ltd*
motorised car aerial with aluminium frame and separate ultra sonic
remote control device

Height: 82 cm. approx.
32 5/16 in.

£1,500 - 2,000
US\$2,300 - 3,000
€1,800 - 2,400

Literature
Gareth Williams and Nick Wright, *Cut & Shut: The History of Creative
Salvage*, London 2012 p. 124, a similar example illustrated in colour

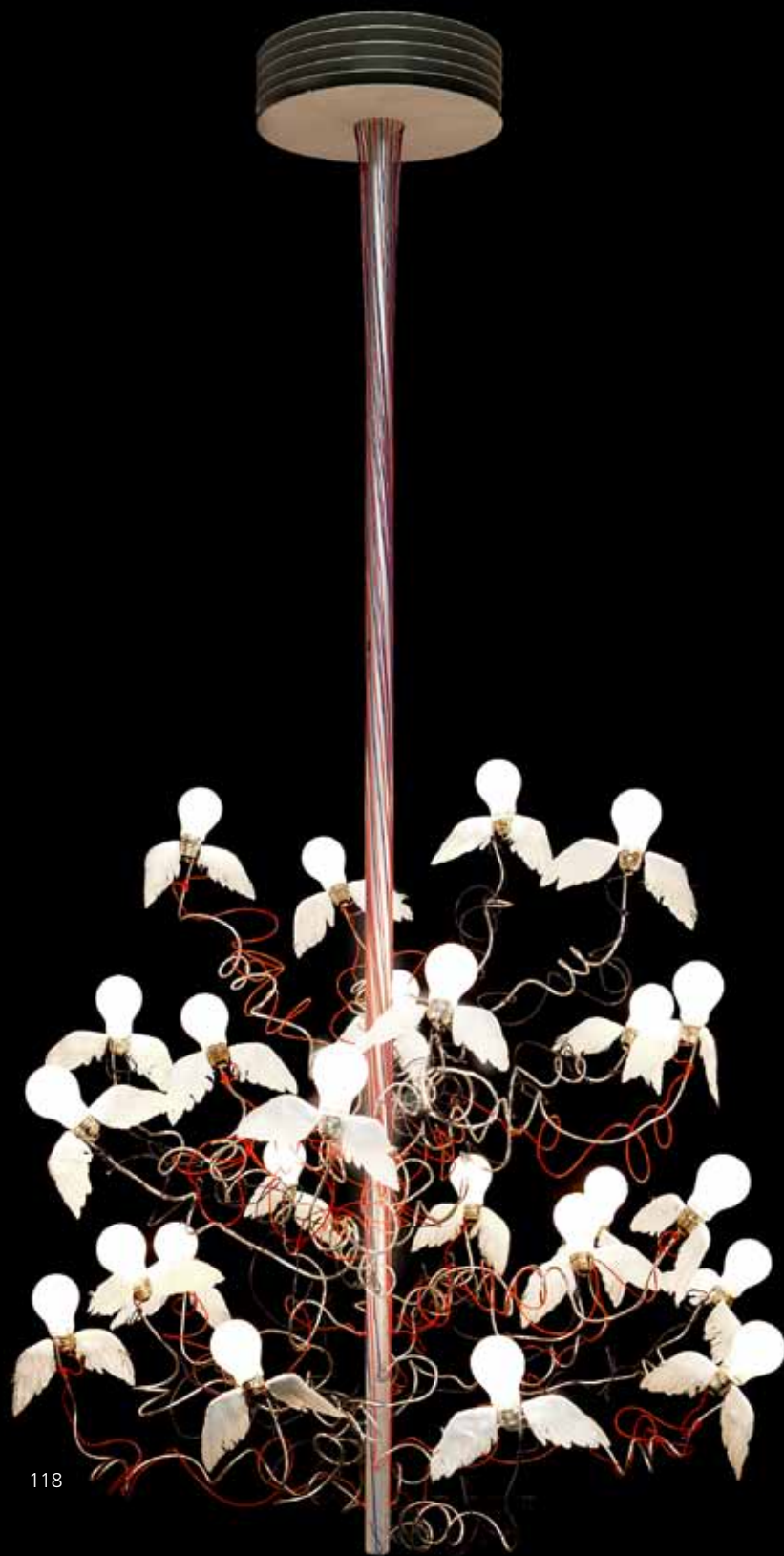


117 AR
Ron Arad for One Off Ltd
A Pair of *Rover* Chairs
designed 1981

each with paper label for *One Off, London*
leather and tubular steel key klamp frames

Height: 76 cm.
29 15/16 in.

£4,000 - 6,000
US\$6,100 - 9,100
€4,700 - 7,100



118

118 W

Ingo Maurer

A Large *Birds Birds Birds* Chandelier
designed 1992

paper label for *Birds Birds Birds Ingo Maurer GmbH, Munich Germany*
metal wire, with twenty four glass and feather bulbs

Height: 190 cm.
74 13/16 in.

£1,500 - 2,000
US\$2,300 - 3,000
€1,800 - 2,400

119

Philippe Starck for Driade

A Pair of *Moor(e)* Chairs
designed 2008

moulded marks for *Moor(e)* by Starck with Driade
fibreglass

90 by 128.5 by 71 cm.
35 7/16 by 50 3/8 by 28 in.

£2,500 - 3,500
US\$3,800 - 5,300
€3,000 - 4,100



119

Mark Brazier-Jones

Lots 120 - 127



120 AR

Mark Brazier-Jones

A Pair of *Olympia* Wall Sconces
designed 1986

one signed and dated 1996
copper, steel and glass

Height: 76 cm.
29 15/16 in.

£1,500 - 2,000
US\$2,300 - 3,000
€1,800 - 2,400

Literature

Charlotte and Peter Fiell, *Mark Brazier-Jones*, London 2012, p. 70,
another example illustrated in colour

Emerging from the *Creative Salvage* movement of the 1980s, Mark Brazier-Jones has proved to be one of Britain's most enduring designers. Although his early work was inspired by (and often constructed from) scrap heap finds, the furniture which comprises the next eight lots dates from later in his career when his techniques and designs were both more elegant and structurally refined. Now based in rural Hertfordshire, Brazier-Jones still creates his distinctive furniture which displays a unique combination of historical, modernist and fantastical references.



121 AR
Mark Brazier-Jones
Console Table
designed and executed in 1987

steel, brass and patinated copper

Height: 83.5 cm.
32 7/8 in.

Diameter: 121.5 cm.
47 13/16 in.

£3,000 - 5,000
US\$4,600 - 7,600
€3,500 - 5,900

Literature
Charlotte and Peter Fiell, *Mark Brazier-Jones*, London 2012, p. 158,
illustrated in colour



122 AR

Mark Brazier-Jones
Anemone Dining Table
designed 1998

aluminium and glass

Height: 88 cm.
34 5/8 in.

Diameter: 150 cm.
59 1/16 in.

£4,000 - 6,000
US\$6,100 - 9,100
€4,700 - 7,100

Literature

Charlotte and Peter Fiell, *Mark Brazier-Jones*, London 2012, p. 109,
a similar example with different finial illustrated in colour



123 AR
Mark Brazier-Jones
 A Set of Ten *Dolphin* Chairs
 designed 1990

aluminium with brocade upholstery

Height: 82 cm.
 32 5/16 in.

This work is from an edition of 300 cast in aluminium with
 a further 200 cast in bronze.

£10,000 - 15,000
 US\$15,000 - 23,000
 €12,000 - 18,000

Literature
 Charlotte and Peter Fiell, *Mark Brazier-Jones*, London 2012,
 p. 81, another example illustrated in colour



124 AR

Mark Brazier-Jones

Fountains Dressing Table Suite
designed and executed in 1992

gold painted steel, glass, mirrored glass and fabric

Dressing Table: 153.5 by 107 by 51 cm.
60 7/16 by 42 1/8 by 20 1/16 in.

Height of chair: 100 cm.
39 3/8 in.

Height of stool: 51 cm.
20 1/16 in.

£2,000 - 3,000

US\$3,000 - 4,600

€2,400 - 3,500

The *Fountains* range was designed in conjunction with Christopher Neville, for the bedrooms of luxury serviced apartments bearing the same name. These examples are likely to be the prototypes.

125 AR

Mark Brazier-Jones

A Pair of *San Demas* Lounge Chairs
designed 1992

moulded signatures
bronze with brocade upholstery

Height: 76 cm.
29 15/16 in.

This work is from an edition of 100 cast in bronze and 100 cast in aluminium.

£8,000 - 12,000
US\$12,000 - 18,000
€9,500 - 14,000

Literature

Gareth Williams and Nick Wright, *Cut & Shut: The History of Creative Salvage*, London 2012, p. 101, another example illustrated in colour





All the mythology, archetypal images and meaningful light way. It's there to trigger off in the viewer's mind

The designer in: *Cut and Shut*, Gareth Williams and Nick Wright, London 2012, p. 97



126 AR

Mark Brazier-Jones

Lyre Chair

designed 1986

copper, steel and wrought iron, incorporating found objects

Height: 101 cm.

39 3/4 in.

£2,000 - 3,000

US\$3,000 - 4,600

€2,400 - 3,500

Literature

Gareth Williams and Nick Wright, *Cut & Shut: The History of Creative Salvage*, London 2012, p. 96, another example illustrated in colour

*suggestions I embroider into my work are done in a pretty
a little poem of their own making.*



127 AR
Mark Brazier-Jones
Large Dining Table
designed and executed in 1994

limed waxed oak, steel, bronze and glass

75 by 213 by 151.5 cm.
29 1/2 by 83 7/8 by 59 5/8 in.

£5,000 - 7,000
US\$7,600 - 11,000
€5,900 - 8,300



Detail of the present lot



128* AR
André Dubreuil
A Pair of *Soleil* Wall Appliques
designed 1986

steel rod and glass

Height: 68 cm.
26 3/4 in.

£3,000 - 5,000
US\$4,600 - 7,600
€3,500 - 5,900



129 AR

Danny Lane for Danny Lane Studios

Spaghetti Coffee Table

designed and executed in 1993

etched *Danny Lane 1993*

hammer chipped and polished float glass, and steel

Height: 44.5 cm.
17 1/2 in.

Width: 202 cm.
79 1/2 in.

This work is unique.

£2,500 - 3,500
US\$3,800 - 5,300
€3,000 - 4,100



Impressionist & Modern Art

Tuesday 18 June 2013 at 3pm
New Bond Street, London

+44 (0) 207 468 8276
william.oreilly@bonhams.com

Salvador Dalí (1904-1989)
Prunier hâtif (Hasty Plum)
watercolour, gouache and 19th
Century stipple engraving
48 x 34.3cm (18 7/8 x 13 1/2in).
Executed in 1969
£40,000 - 60,000

The sale includes Dalí's complete
set of gouaches for the remarkable
FruitDalí series



Bonhams

1793

Prints

Tuesday 16 July 2013
New Bond Street, London

Tanya Grigoroglou
+44 (0) 20 7468 8212
tanya.grigoroglou@bonhams.com

Andy Warhol (American, 1928–1987)
Mick Jagger (F. & S. II.140)
Screenprint in colours, 1975, on Arches
Aquarelle, signed in pencil by the artist
and by Mick Jagger in black felt-tip pen,
from the edition of 250,
1105 x 737 mm (43 1/2 x 29in)(SH)
£20,000 - 30,000

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £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 2% 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 2% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 2% 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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,		
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.4	to remove and store the <i>Lot</i> at your expense;			10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.5	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;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;			10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
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	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.10	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.			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS	11	GOVERNING LAW
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
 - 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
 - 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
 - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
 - 3.1.1 the *Purchase Price* for the *Lot*;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
 - 3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
 - 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
 - 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
 - 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
 - 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
 - 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
 - 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- #### 4 COLLECTION OF THE LOT
- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
 - 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
 - 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

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

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

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

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
- 9 FORGERIES**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
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.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
			12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <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.
		12 MISCELLANEOUS	13	GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		DATA PROTECTION – USE OF YOUR INFORMATION Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com .
		12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		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.
		12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		
		12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.		
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

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20th Century British Art

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U.S.A
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American Paintings

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Antiquities

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Art Nouveau & Decorative Art & Design

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Frank Maraschiello
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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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British & European Porcelain & Pottery

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Contemporary Art

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Costume & Textiles

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Ethnographic Art

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Football Sporting Memorabilia

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Furniture & Works of Art

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Golf Sporting Memorabilia

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Irish Art

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Impressionist & Modern Art

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Modern, Contemporary & Latin American Art

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