THE GROSVENOR SCHOO AND AVANT-GARDE BRITISH PRINTMAKING Tuesday 15 April 2014

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THE GROSVENOR SCHOOL AND AVANT-GARDE BRITISH PRINTMAKING

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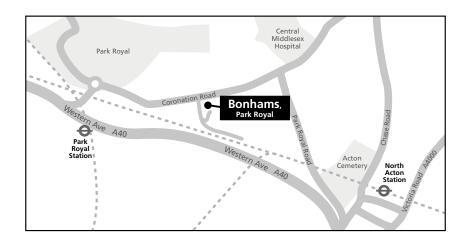
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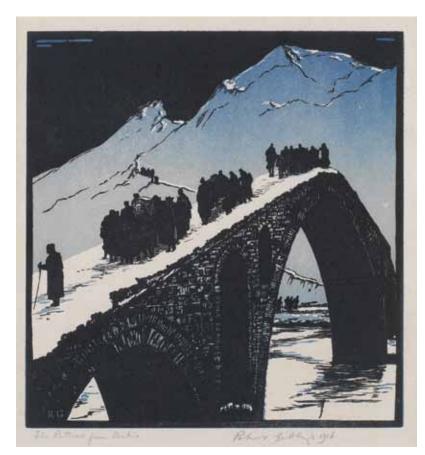
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1AR

PERCY JOHN DELF SMITH (BRITISH, 1882-1948)

Thiepval Chateau, from Sixteen Drypoints of War 1914-1918

The rare drypoint, 1917, an excellent impression with delicate plate tone and rich burr, on off-white wove, signed, titled and dated 'January 1917' in pencil, one of only a few impressions, printed by the artist, Southampton, published by The Soncino Press, London, with margins, 162 x 198mm (6 3/4 x 7 3/4in)(PL)(unframed)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

Percy Smith's war service between 1916-19 took him to the Western Front in France and later in Belgium, where he produced memorable sketches of war-ravaged counrtyside, death and destruction.

"During his service he received copperplates concealed in the pages of magazines sent to him and used them to make etchings from the sketches he was able to make from time to time. These sketches formed the basis for two series called *Drypoints of the War* printed at the Southampton Art Club while on leave at Eastney Barracks."

Percy Smith was located in Thiepval at the start of 1917. His diary entries describe the desolate landscape:

"Thurs. 4th (January 1917)

'Trenching' as usual. No shelling. Went over Thiepval hill. Thiepval simply a heap of rubbish decorated by gaunt tree trunks. Must sketch it. Finished reading Doyle's 'The White Company' – war as it was and read about while the guns cracked."

Excerpt from Percy Smith's War Diary courtesy of Peter Delf.

We are grateful to The Percy Smith Foundation and Mr Peter Delf for their assistance in cataloguing this lot.

2AR

ROBERT GIBBINGS (IRISH, 1889-1958)

The Retreat from Serbia (Epsom frontispiece) Woodcut printed in colours, 1916, on japan, signed, titled and dated in pencil, with margins, 177 x 177mm (7 x 7in)(B)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500



"The Retreat from Serbia is based on a remarkable photograph taken by a war correspondent, published in 'The Illustrated London News' on 15 January 1916. The Serbian commander-in-chief, Marshall Putnik, was heading the retreat from the Germans through Albania. His soldiers carried him in a sedan chair over the Bridge of the Visiers, which crossed a river, the White Drin. The artist's eye was caught by the stark but beautiful lines of the stonework of the sixteenth-century Ottoman bridge. Its distinctive parabola form, without any parapet, was characteristic of many bridges adapted from Roman architecture by Ottoman military engineers throughout the Turkish Empire. A subject matter for his early prints, Gibbings often used the silhouetted forms of architecture, as they were peculiarly suited to the hard-edged patterns rendered by the woodcut block. The colouring enhances the melancholy nature of the subject. The image in the newspaper was striking enough, but the printmaker has made something even more haunting from this tragic episode of the First World War. Gibbings himself served in the army and was wounded at Gallipoli, but although he produced several prints of the buildings he had seen while abroad, he did not otherwise make images of the war."

Margaret Timmers, ed., *Impressions of the Twentieth Century: Fine Art Prints from the V&A Collections* (London: V&A Publications, 2001)

3AR

SIR WILLIAM ROTHENSTEIN (BRITISH, 1872-1945) Landscapes of the War

The rare set, 1918-22, comprising 12 drypoints, excellent impressions with rich burr and delicate tones, 11 impressions on watermarked F. J. Head & Co. hand-made laid, plate no.8 on laid with partial watermark [O.W.P.] & A.C.L., each titled in pencil, a proof set before steelfacing and the edition of 56, published by Cotswold Gallery, each with margins, 260×392 mm (10 1/4 x 15 1/4in)(SH)(and one smaller) (12) (unframed)

£4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000

Rothenstein was appointed an Official War Artist to the British and Canadian armies on the Western Front during World War I, recording the devastation caused by war.



4AR

ERIC HENRI KENNINGTON (BRITISH, 1888-1960)

Making Soldiers

The complete set, 1917, comprising six lithographs including 'The Gas Mask', 'Bayonet Practice', 'Into the Trenches', 'Over the Top', 'Bringing in Prisoners', 'Ready for Service', on watermarked Holbein wove, from the edition of 200, printed by Ernest Jackson, published by the Stationary Office as part of the series 'The Great War: Britain's Efforts and Ideals', with margins, each 312 x 405mm (12 1/4 x 16in) (SH) (6) (SH) (6)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000



5•

JEAN-EMILE LABOUREUR (FRENCH, 1887-1947)

Petites Images de la Guerre sur le Front Britannique (Laboureur 144-152)

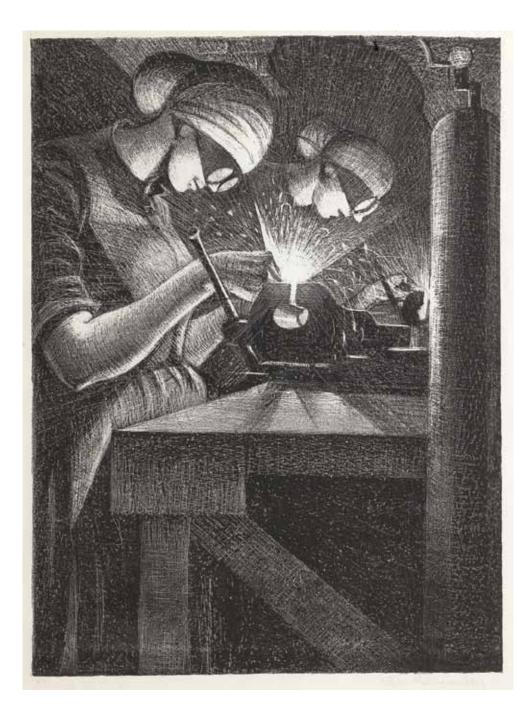
The rare complete portfolio, 1917, one of only four such sets, comprising three progressive suites of the first, second and third (final) states before the lettering, each of 9 engravings printed with delicate tone, on laid, each impression signed, numbered '2' and inscribed with the corresponding state in pencil; together with a suite of the fourth state after the lettering, each numbered in pencil, with text by Roger Allard, title and justification pages and one of the cancelled plates (L.147), signed and numbered on the justification in black ink, printed by A. Vernant, Paris, unbound as issued in original wrappers within original marbled boards with printed label, overall 292 x 230mm (11 1/2 x 9in)(folio)(37)

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000 The present set is accompanied by two letters from the artist and a subscription note that details the edition breakdown and the corresponding retail prices.

Pour Burr Wallen in 'The Cubist Print', 1981 comments on Laboureur's *Petites Images de la Guerre sur le Front Britannique*:

"The plates represent evolved versions of the artist's slender, elongated figures with long necks and stylised poses in the manner of Parmigianino. It is possible that Laboureur may have been inspired by Winslow Homer's *Campaign Sketches*, a portfolio of lithographs published in Boston in 1863 that take a similarly casual approach to camp life during the Civil War. One cannot fail to be impressed by the consummate precision of his fine engraved lines, possibly executed with the help of a magnifying glass. A rich variety of cross-hatching grew from the artist's study of old master engravings; the transitional areas are often bridged by a delicate feathering."

Sylvain Laboureur, Jean-Emile Laboureur: Gravures Et Lithographies Individuelles Tome I (Neuchâtel: Éditions Ides et Calendes, 1989), 170.



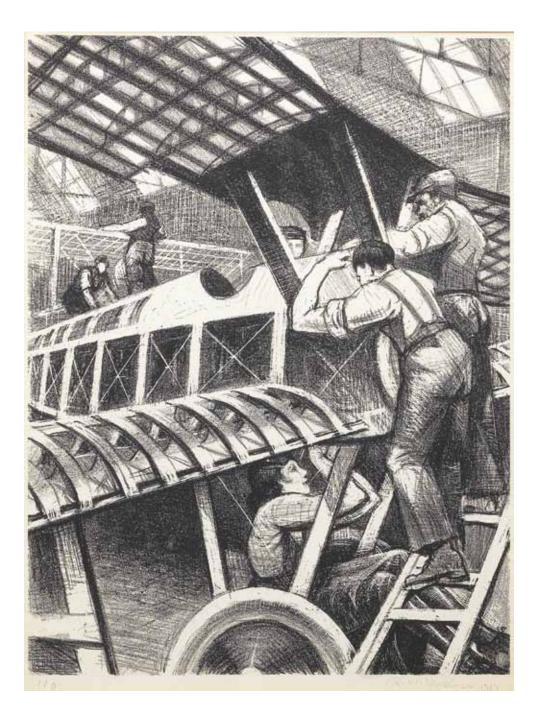
THE PROPERTY OF THE LATE PROFESSORS SIR KENNETH AND LADY NOREEN MURRAY SOLD TO BENEFIT THE DARWIN TRUST OF EDINBURGH

6AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Acetylene Welder (Leicester Galleries 25) Lithograph, 1917, a good impression, on wove, signed, dated and numbered 55 in pencil, from the edition of 200, as included in 'Building the Aircraft', printed by Ernest Jackson, published by the Stationary Office as part of the series 'The Great War: Britain's Efforts and Ideals', with margins, 402 x 299mm (15 7/8 x 11 3/4in)(I)

£5,000 - 7,000 €6,100 - 8,500 US\$8,300 - 12,000



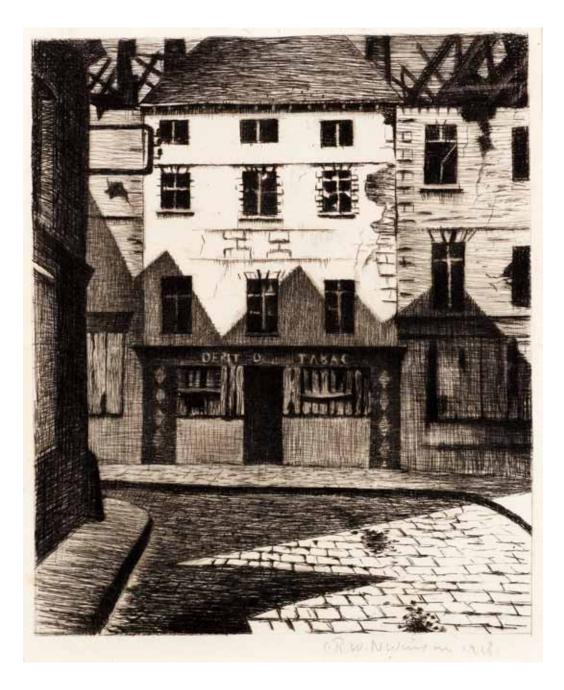
THE PROPERTY OF THE LATE PROFESSORS SIR KENNETH AND LADY NOREEN MURRAY SOLD TO BENEFIT THE DARWIN TRUST OF EDINBURGH

7AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Assembling Parts (Leicester Galleries 26) Lithograph, 1917, a good impression on watermarked Holbein wove, signed, dated and numbered 110 in pencil, from the edition of 200, as included in 'Building the Aircraft', printed by Ernest Jackson, published by the Stationary Office as part of the series 'The Great War: Britain's Efforts and Ideals', with small margins, 402 x 302mm (15 7/8 x 11 7/8in)(l)

£6,000 - 8,000 €7,300 - 9,700 US\$10,000 - 13,000

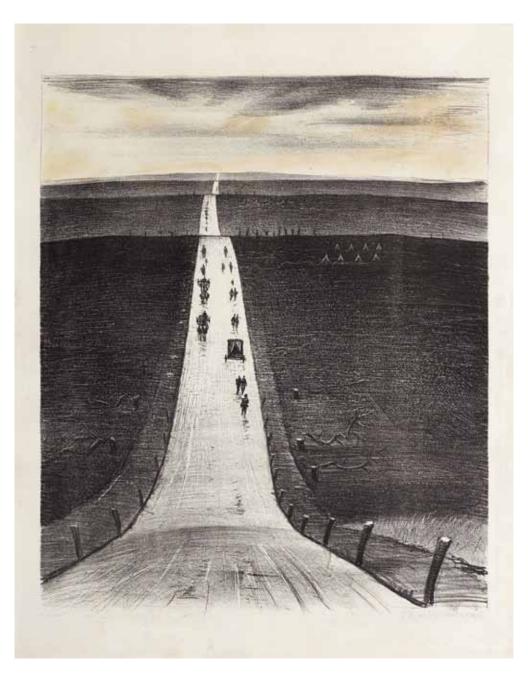


8 *** AR**

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Survivors at Arras (Guichard 13; Leicester Galleries 15) Drypoint, 1917, a good impression with rich burr and delicate plate tone, on laid, signed and dated '1918' in pencil, with wide margins, 352 x 249mm (13 7/8 x 9 3/4in) (PL)

£15,000 - 20,000 €18,000 - 24,000 US\$25,000 - 33,000



9AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

The Road from Arras to Bapaume (Leicester Galleries 37) The rare lithograph, 1918, on watermarked Antique de luxe laid, an excellent impression with delicate tones, signed and dated in pencil, the full sheet, 470 x 385mm (18 $1/2 \times 15 1/8$ in)(l) (unframed)

£30,000 - 50,000 €36,000 - 61,000 US\$50,000 - 83,000

Provenance

Sir Hugh Walpole, 1918. Presented to Bob Graham, circa 1932-1933. Thence by decent to the current owner. Nevinson recalls in his autobiography:

"I got back [to London in 1918] to find that a bomb had fallen on the printing works where my lithographs were kept and my stones were damaged. The reason for the extra ridge on my lithograph of the 'Arras-Bapaume Road' is because I had to put it in to cover the injury done to my original stone."

The Road from Arras to Bapaume is a haunting image of the pulverised, desecrated landscape of the western front. The composition visualises the symbolic motif of a road stretching endlessly into the distance over a series of ridges.

During conservation the remains of red watercolour pigment were found to be present in the sky in the upper part of the composition. Although Nevinson was not known for hand-working his prints, it has been suggested that the application of colour could be contemporary to its printing.

Christopher Nevinson, *Paint and Prejudice* (New York: Harcourt, Brace and Company, 1938),152-3.





10 * AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Returning to the Trenches (Guichard 11; Leicester Galleries 1) Drypoint, 1916, a good impression with rich burr and delicate tones, on partially watermarked F. J. Head & Co. hand-made laid, signed and dated in pencil, from the edition of 75, with full margins, 152 x 202mm (6 x 8in) (PL)

£60,000 - 80,000 €73,000 - 97,000 US\$100,000 - 130,000

"War spiritualises, magnifies, intensifies." 1

Nevinson's early war drypoints of 1916 "express the horror, the cruelty and the violence that were to be our destiny".² Nevinson deviates from the tradition of glorified war art; *Returning to the Trenches* conveys an irrefutable truth form the trenches showing war as it was, stripped of sentimentality and heroism. It captures the reality of modern warfare, as the artist witnessed it, in a rhythmic design derived from the avant-garde movements of futurism and cubism that Nevinson had espoused enthusiastically before the war. "My attempt at creating beauty was merely by the statement of reality, emotionally expressed as one who had seen something of warfare and was caught up in a force over which he had no control".³ An experiment in conveying speed, *Returning to the Trenches* depicts a collective dynamic force marching in relentless uniformity and anonymity; a battalion led into their destiny and their inevitable death. The phalanx bristles with bayoneted rifles as the troops mechanically press forward at a pace that blurs their feet. The soldiers are executed with a cubistic faceted angularity; in a war dominated by machines, men become mere cogs in the mechanism.⁴

This powerful drypoint is a testament to Nevinson's modernist vision and technical virtuosity. The fragmented, repetitive prismatic forms are energised through tonal and textural variation. Areas of warm plate tone enclosed within contrasted dark velvety lines created by the characteristic drypoint burr emanate light and animate the composition.

¹ Christopher Nevinson, *Paint and Prejudice* (New York: Harcourt, Brace and Company, 1938), 116.

- ² Ibid, 87.
- ³ Ibid, 118.
- ⁴ lbid, 117.



11 * AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

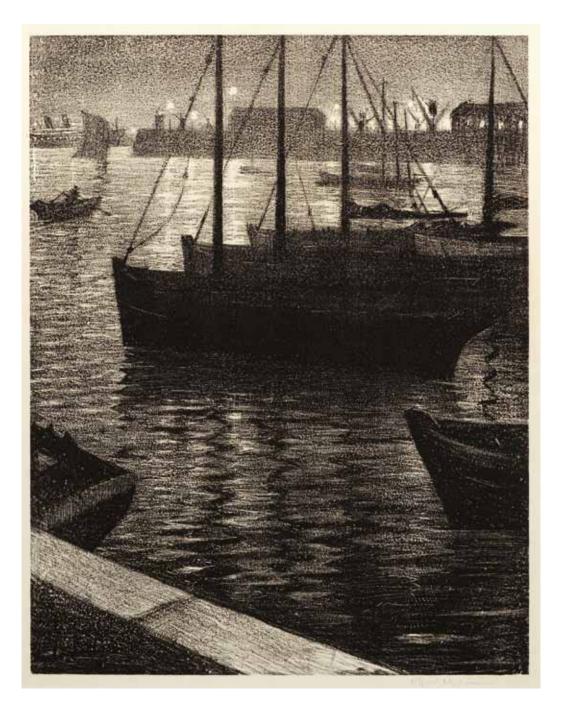
Loading the Ship (Leicester Galleries 34)

The rare lithograph, 1917, an excellent, crisp impression with strong contrasts, on watermarked Antique de luxe laid, signed in pencil, from the edition of 25, with full margins, 432 x 338mm (17 x 13 1/4in)(l) (unframed)

£30,000 - 50,000 €36,000 - 61,000 US\$50,000 - 83,000 *Loading the Ship* is one of Nevinson's first three lithographs along with *Dawn at Southwark*, 1916 and *La Villete*, 1917 and were exhibited at the Senefelder Club toward the end of January 1917.

"During the latter part of the War [Nevinson's] most powerful statements in black and white were in lithography [...]. The rare works *Loading the Ship* (1917), related to his earlier drypoint *Southampton*, and *The Bomber* (1918), recall the early prints in his Cubist manner."

Gordon Cooke, "C.R.W. Nevinson As a Printmaker," in *C.R.W. Nevinson: The Twentieth Century*, ed. Richard Ingleby et al. (London: Merrell Holberton, 1999), 56.



12 * AR CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Le Port (Leicester Galleries 62)

Lithograph, 1919, on laid, an excellent impression with delicate tonal variation, signed in pencil, from the edition of 25, with margins, 510 x 393mm (20 x 15 1/2in) (l)

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000

Le Port is one of Nevinson's largest prints. His work following the end of the war attests to his renewed interest in sights of the industrial world that had stimulated his imagination before the war.



13

13AR CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Ebb Tide, Rye (Guichard 23; Leicester Galleries 75)

Drypoint, 1918, a velvety impression with delicate tones and strong contrasts, on thick wove, signed in pencil, with full margins, 263×363 mm (10 3/8 x 14 1/4in)(PL)

£7,000 - 10,000 €8,500 - 12,000 US\$12,000 - 17,000

This desolate watery landscape is reminiscent of Nevinson's earlier drypoint *A Flooded Trench of the Yser*, 1916. The starkness of the deserted landscape in *Ebb Tide*, *Rye* is evocative of the dramatic intensity of his war drypoints.

14AR PAUL NASH (BRITISH, 1889-1946)

The Strange Coast (Postan L10)

Lithograph, 1920, on yellow wove, signed, titled and dated in pencil, from the edition of 30 (one of 15 impressions on this paper), with margins, 315×407 mm (12 3/8 x 16in)(I) (unframed)

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

The Tide, Dymchurch and *The Strange Coast* depict views of Dymchurch, Kent where Nash lived from 1920-1923.

15AR PAUL NASH (BRITISH, 1889-1946)

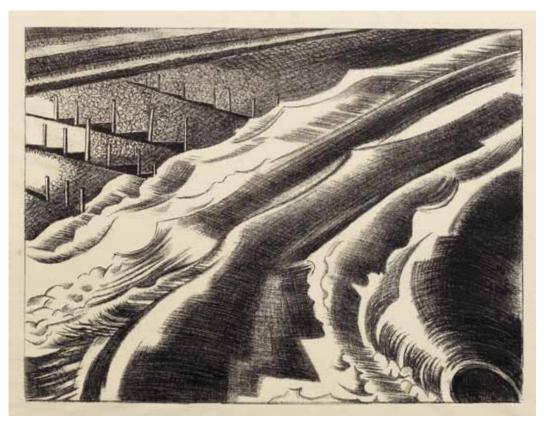
The Tide, Dymchurch (Postan L9) Lithograph, on yellow wove, 1920, an unsigned impression with the stamp of authentication from the Paul Nash Trust, aside from the signed edition of 30, with wide margins, 314×423 mm ($12 \ 3/8 \times 16 \ 5/8$ in)(I) (unframed)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

According to Postan, prints left unsigned at the time of Nash's death and in the possession of the estate trustees in June 1972 are authenticated with an atelier stamp [PNT].

Alexander Postan, *The Complete Graphic Work of Paul Nash* (London: Martin Secker & Warburg Ltd., 1973), 15.







PART OF THE PROCEEDS FROM THIS SALE WILL BE DONATED TO BENEFIT THE HELP FOR HEROES CHARITY

16

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

The Bayonets Have Won Through

The rare lithographic poster printed in red, black and yellow, circa 1918, printed by Dangerfield Printing Co. Ltd., London, the full sheet, 751 x 482mm (29 1/2 x 19in) (SH) (unframed)

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000

Nevinson first produced his bayonet design for the poster for his own show of paintings at the Leicester Galleries, March, 1918, entitled *War*, illustrated in Edward Bayes's 'The Underworld: Taking Cover in a Tube Station during a London Air Raid' in the Imperial War Museum collection. Nevinson later adapted the design and the accompanying text for a poster issued by the National War Savings Committee to promote the raising of funds. The remarkable design depicts massed fixed bayonets printed in orange against a bright yellow background. The bold design and the superimposition of the black stylized text against a field of fiery colour variants is arresting. Image and text are successfully integrated through the elaboration of an appropriately cubist letterform, whose spikey design echoes the raised bayonets, rendered with mathematical precision.

Furthermore, Nevinson's design exemplifies the optical disturbance associated with 'dazzle' effects, those made possible by combining the geometric experimentation of cubism with the simplifications of the Japanese woodcut of the Ukiyo-e (floating world). In poster terms, dazzle effects were deployed to attract the eye against an increasingly hectic background of metropolitan spectacular. Large-scale dazzle effects were famously used by Norman Wilkinson and colleagues to camouflage shipping.

The cultural significance of Nevinson's poster cannot be overstated. Looking back over the artistic experimentation of the 20th century, the consistent recurrence of dazzle and strobe effects points to the power of this design as a major breakthrough.

17 •

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946) Column on the March

Offset lithograph printed in colours, 1917, on thin wove, signed in pencil, bound as issued into the book 'Modern War: Paintings by C.R.W. Nevinson', with an introductory essay by P.G. Konody, the volume signed, dated 'May 14th 1919' and dedicated to C.F.G. Masterman in black ink on the flyleaf, the volume printed by Garden City Press Ltd., Letchworth, published by Grant Richards Ltd., London, overall 293 x 228mm (11 1/2 x 9in) (volume)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

Charles Frederick Gurney Masterman PC (24 October 1873 – 17 November 1927) was a British Liberal Party politician and journalist. During World War I, Masterman served as the head of the pictorial section at the Department of Information and was responsible for recruiting painters and writers to support the war effort.



18 •

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Banking at 4000 feet

Offset lithograph printed in colours, 1918, on thin wove, signed in pencil, bound as issued in the book 'The Great War: Fourth Year: Paintings by C.R.W. Nevinson', with an introductory essay by J.E. Crawford Flitch, the volume printed by Garden City Press Ltd., Letchworth, published by Grant Richards Ltd., London, overall 290 x 228mm (11 1/2 x 9in) (volume)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500





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19**AR**

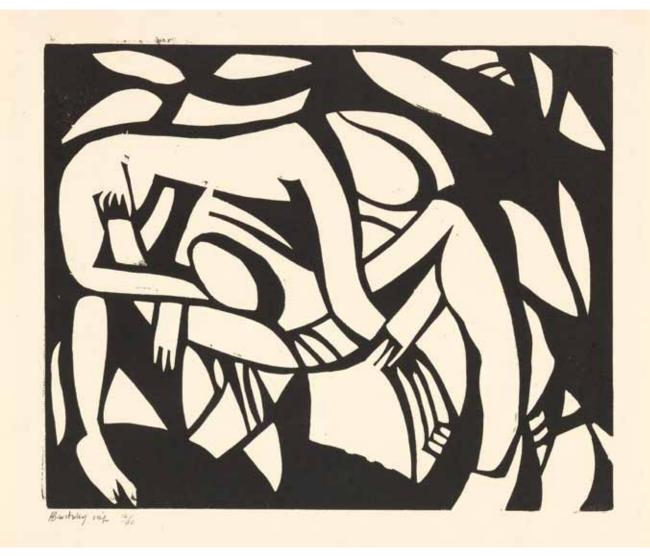
EDWARD WADSWORTH (BRITISH, 1889-1949)

Blast Furnaces 2 (Greenwood 41)

Woodcut printed in black, circa 1921, on watermarked laid, a proof before the published edition in 'Modern Woodcutters 4' (there was a deluxe edition of 30), printed by Morland Press, with margins, 137 x 181mm (5 $3/8 \times 7 1/8$ in)(B) (unframed)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000 *Blast Furnaces 2* was inspired by the intense industrial activity Wadsworth encountered in his train journeys through the Black Country, an area west of Birmingham. This work is exemplary of "emotional abstraction", a term coined by Herbert Furst in 'The Modern Woodcut', 1924: "the landscape is seen not so much as what it looks like but as what it feels like".

Frances Carey & Antony Griffiths, *Avant-garde British Printmaking*, 1914-60 (London: British Museum Publications Ltd., 1990), 40.



20

HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

The Wrestlers (Carey & Griffiths 18)

Linocut printed in black, circa 1914, on cream wove, annotated 'Brodzky imp.' and numbered 14/50 in black ink, a posthumous impression as issued, printed and published by Horace Brodzky, with margins, 227 x 280mm (8 7/8 x 11in)(B)

£18,000 - 22,000 €22,000 - 27,000 US\$30,000 - 37,000

In his biography of Brzeska, Brodsky describes the former's attempts at printmaking:

"Brzeska saw me at work, cutting designs at my home, and he decided to do some also. Being near Christmas time he cut a version of his *Wrestlers*, to be used as a card. [This] is his only effort at cutting. It was printed on my etching-press." ¹

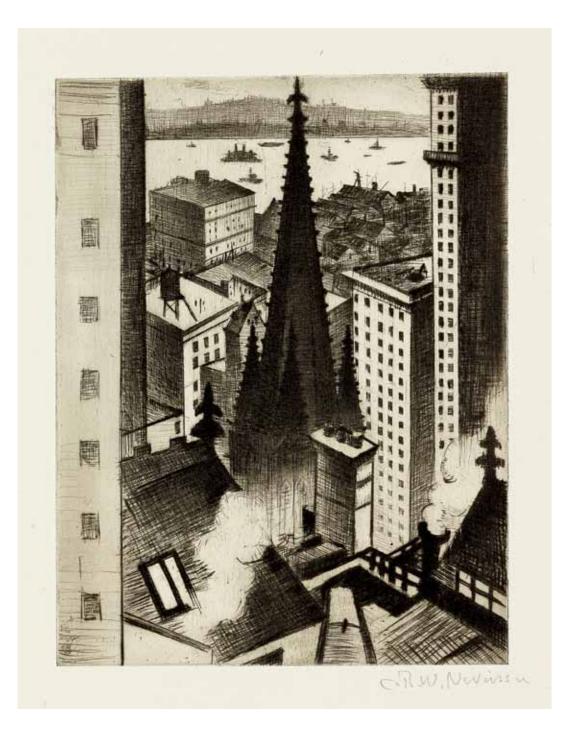
Predating the first linocut by Claude Flight by five years, *The Wrestlers* is a testament to Brzeska's creative vision and innovative spirit. Brzeska was killed in battle at Neuville St.Vaast on June 5th, 1915, aged 23 years and *The Wrestlers* was only editioned posthumously by Brodzky. It is unlikely that the edition of 50 was fully realised. In John Cournos words, as quoted by Brodsky: "Brzeska believed in modernity. But he sought to simplify its spirit in his work to disentangle and to capture from modernity's complex psychology that quality which is eternal, which concerns itself with the very meaning of life, in essence always the same, despite culture and machinery."²

The linocut and the series of drawings and the plaster relief on which it is based, were inspired by the artist's visits to the wrestling bouts at the London Wrestling Club, off Fleet street.

Brzeska captured the push-pull movements of the athletes "through a series of elegantly interlocking planes.[...] He was a natural carver and, ironically, surpassed Brodzky's achievements with linocut on his first try. His fluid handling of form and content far exceeded his colleague's more literal and conventional depictions." ³

- ¹ Horace Brodsky, *Henri Gaudier-Brzeska, 1891-1915* (London: Faber & Faber Ltd., 1933), 44-5.
- ² Ibid, 87-8.

³ Samantha Rippner, "Vorticism and Abstraction", in *British Prints from the Machine Age: Rhythms of Modern Life 1914-1939*, ed. Clifford S. Ackley (London: Thames & Hudson, 2008), 36.



21 * AR

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Temples of New York (Guichard 26; Leicester Galleries 44) Drypoint, 1919, an excellent impression with rich burr and delicate plate tone, on cream F. J. Head & Co. hand-made laid, signed in pencil, from an edition not exceeding 75, with full margins, 201 x 150mm (8 x 6in)(PL) (unframed)

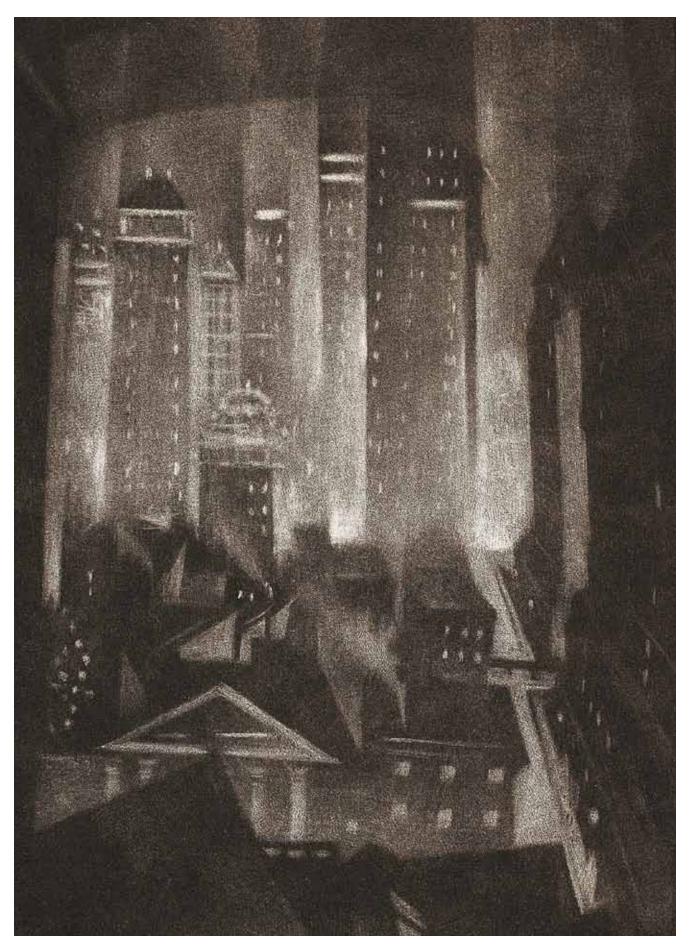
£6,000 - 8,000 €7,300 - 9,700 US\$10,000 - 13,000

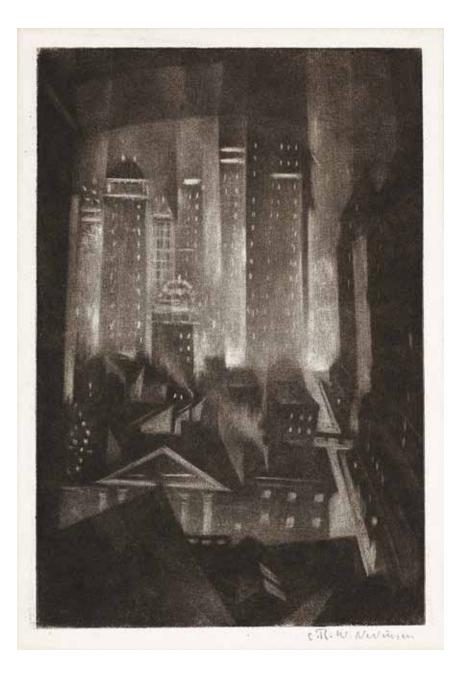


22 * AR CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

The Řoof Gardens (Leicester Galleries 53) Mezzotint, 1919, a richly inked impression with delicate highlights, on cream F. J. Head & Co. hand-made laid, signed in pencil, from the edition of 50, with full margins, 212 x 116mm (8 $1/4 \times 4 1/2$ in)(PL) (unframed)

£5,000 - 7,000 €6,100 - 8,500 US\$8,300 - 12,000





23 AR CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

43rd Street at Night (Guichard 35; Leicester Galleries 52) The rare mezzotint, 1921, an excellent richly inked impression with delicate tones and velvety blacks, on F. J. Head & Co. hand-made laid, signed in pencil, with margins, 200 x 133mm (7 7/8 x 5 1/4in)(PL) (unframed)

£20,000 - 30,000 €24,000 - 36,000 US\$33,000 - 50,000

43rd Street at Night is one of Nevinson's only five mezzotints and was first exhibited at the Alpine Club Gallery, London in 1921.

43rd Street at Night is a dense athomsepheric rendition of a 'New York night' (an alternate title for this print), a visualisation of Nevinson's experience of the city "in the glory of its illuminations".¹ The dramatic composition "visually equates nocturnal Wall Street to a new Dantean circle of hell- a heart of all-consuming darkness driven by the drive for profit, material accumulation, and excess".²

We are delighted to present all five of Nevinson's mezzotints. The three highly accomplished mezzotints of British subjects executed in 1918 *From an Office Window, Wind* and *Limehouse* will be on display in the concurrent exhibition *C.R.W. Nevinson: Prints from an Important Private Collection*, while the *The Roof Gardens*, 1919 is offered as lot 22.

We have found no record of an impression of this print having come to auction.

¹ Christopher Nevinson, *Paint and Prejudice* (New York: Harcourt, Brace and Company, 1938), 175.

² Jonathan Black, "Beauty, Rhythm, Strength: C.R.W. Nevinson as a Printmaker, ca. 1916-32" in *A Dilemma of English Modernism: Visual and Verbal Politics in the Life and Work of C. R. W. Nevinson*, ed. Michael Walsh (Newark: University of Delaware Press, 2007), 125.



24 AR CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

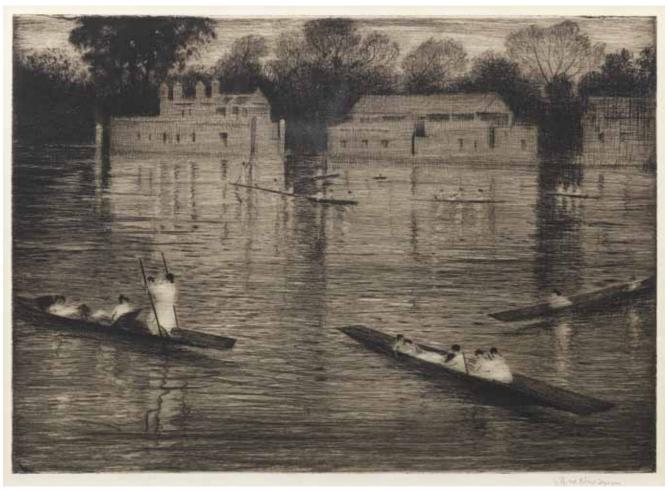
Any London Street (Guichard 78)

Etching printed with tone, circa 1922, on watermarked F.J. Head & Co. hand-made laid, signed in pencil, from an edition not exceeding 75, with full margins, 140×175 mm (5 3/4 x 6 3/4in)(PL) (unframed)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000

Any London Street "in its bitingly satirical approach to physiognomy, hark[s] back not only to Goya and Daumier but also stand[s] comparison with images of social satire produced at the same time in Weimar Germany by Otto Dix and Georg Grosz".

Jonathan Black, "Beauty, Rhythm, Strength: C.R.W. Nevinson as a Printmaker, ca. 1916-32" in *A Dilemma of English Modernism: Visual and Verbal Politics in the Life and Work of C. R. W. Nevinson*, ed. Michael Walsh (Newark: University of Delaware Press, 2007), 116.



25

THE PROPERTY OF THE LATE PROFESSORS SIR KENNETH AND LADY NOREEN MURRAY, SOLD TO BENEFIT THE DARWIN TRUST OF EDINBURGH

25**AR**

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Sunday Evening (Guichard 45)

Etching with aquatint, circa 1924-27, on watermarked F. J. Head & Co. hand-made laid, signed in pencil, from the edition of 75, with full margins, 252×350 mm (10 x 14in)(PL)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000

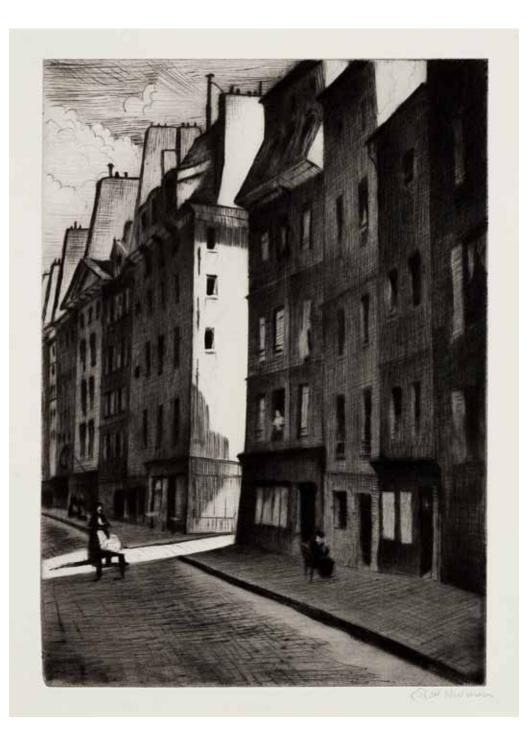
We are grateful to Dr. Jonathan Black for his assistance in cataloguing this lot. Dr. Black's forthcoming monograph *C.R.W. Nevinson: The Complete Prints* is due to be published by Lund Humphries in September this year.

26AR CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Le Louvre (Guichard 88) Etching, on partially watermarked J. Whatman wove, signed in pencil, from an edition not exceeding 75, with margins, 276 x 175mm (10 7/8 x 6 7/8in)(PL)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000

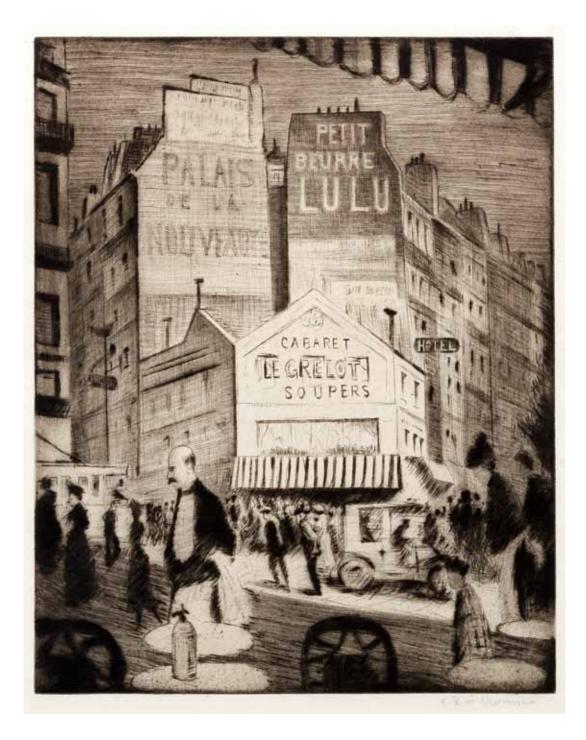




27 AR CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Quartier Latin (Guichard 91) Drypoint, 1922, a velvety impression with delicate tones and strong contrasts, on F. J. Head & Co. hand-made laid, signed in pencil, from the edition of 40, with full margins, 351 x 249mm (13 7/8 x 9 7/8in)(PL) (unframed)

£4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000



28**AR**

CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH, 1889-1946)

Place Blanche (Guichard 103)

The rare etching, 1922, a rich tonal impression with deep blacks and delicate greys, on watermarked F. J. Head & Co. hand-made laid, signed in pencil, from the edition of 40, with wide margins, 324 x 254mm (12 3/4 x 10in) (PL)

£10,000 - 15,000 €12,000 - 18,000 US\$17,000 - 25,000 We have found no record of an impression of this print having been offered at auction in the past twenty years.

"Place Blanche is situated on the Boulevard de Clichy and faces the celebrated Moulin Rouge dance hall. The print was much admired when exhibited in Nevinson's solo show of prints held at the Kraushaar Galleries, New York, in October 1926."

We are grateful to Dr. Jonathan Black for his assistance in cataloguing this lot and for providing the footnote. Dr. Black's forthcoming monograph *C.R.W. Nevinson: The Complete Prints* is due to be published by Lund Humphries in September this year.





EDWARD WADSWORTH (BRITISH, 1889-1949) Portrait of Rupert Doone (Greenwood WD 47) Woodcut printed in black, 1920, a richly inked impression, from the edition of 30, on thin wove, printed by Morland Press, with margins, 180×72 mm (7 x 2 3/4in) (B)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000

30AR JACOB KRAMER (BRITISH, 1892-1962) The Philosopher

Lithograph, circa 1922, on wove, signed and titled in pencil, from the edition of 50, with margins, 457×300 mm (18 x 11 3/4in)(l)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000

31

HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)

Portrait of Horace Brodzky

The rare drypoint, a delicate faintly printed impression, circa 1913, on laid, a proof impression most likely aside from the two impressions quoted in Carey & Griffiths, inscribed 'Brodzky imp.' and 'Portrait of H.Brodzky by Henri Gaudier-Brzeska. dry-point' in black ink by Brodsky, further annotated 'Do not paste down. Do not trim print HB.' in pencil verso, with margins, 178 x 152mm (7 x 6in) (PL) (unframed)

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

Horace Brodsky in his biography of Henri Gaudier-Brzeska, recalls:

"He also made a dry-point portrait of myself, on the spur of the moment. It was done on the back of a discarded plate, which accounts for the many scrapes and corrosions shown in the print.[...]Only two prints were pulled, each of us retaining one."

An impression of the drypoint, dedicated to Brodzky was presented to the British Museum by A.W. Birckell in 1935.

Horace Brodsky, *Henri Gaudier-Brzeska, 1891-1915* (London: Faber & Faber Ltd., 1933), 45.



30





32



Woodcut printed in black, 1927, on wove, signed, titled, dated and numbered 49/50 in pencil, with wide margins, 121 x 94mm (4 3/4 x 3 3/4in) (B)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000

33AR PAUL NASH (BRITISH, 1889-1946) Northern Muse (Postan W29)

The rare woodcut printed in black, 1923, on oriental laid, signed, titled, dated and inscribed 'proof. ed. 15' in pencil, one of only 15 impressions, with full margins, 114×102 mm ($4 \times 1/2 \times 4$ in)(B) (unframed)

£2,500 - 3,500 €3,000 - 4,300 US\$4,200 - 5,800



34

34AR IAIN MACNAB (BRITISH, 1890-1967)

Saturday Shopping (Garrett p.110) Wood engraving printed in black, 1951, on wove, signed, titled and numbered 1/25 in pencil, with wide margins, 147 x 247mm (5 3/4 x 9 3/4in)(B)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

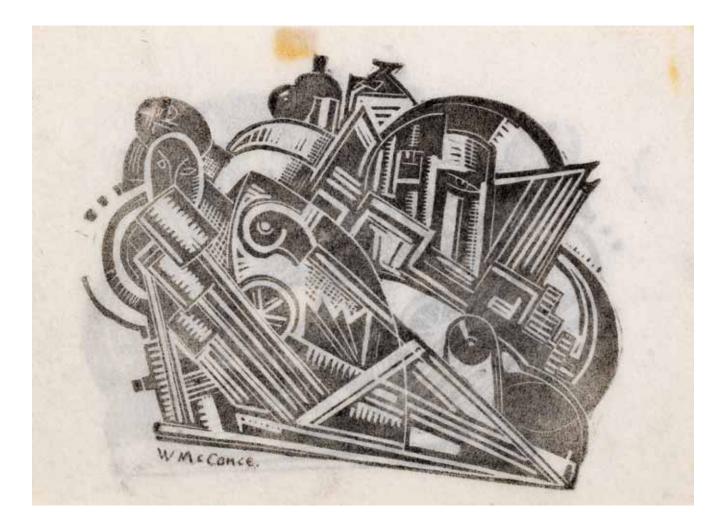
35**AR**

ROBERT GIBBINGS (IRISH, 1889-1958)

Scraps & The Model in the Mirror (Empson p.11 (a) & p.13 (b)) Two wood engravings printed in black, circa 1921, as issued in 'Twelve Wood Engravings', from the edition of 125, aside from the signed edition of 25, printed by Baynard Press, published by the artist, with wide margins, each 260 x 200mm (10 $1/4 \times 77/8in$)(SH) (2)

£500 - 700 €610 - 850 US\$840 - 1,200





36AR WILLIAM MCCANCE (BRITISH, 1894-1970)

Moloch of the Machine (Machine Gods) The rare linocut printed in black, circa 1923, on white fibrous oriental wove, signed in ink, one of only a few impressions, with another impression pulled on the reverse of the sheet, with margins, 115 x 145mm (4 1/2 x 5 3/4in)(B)

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

William McCance was inspired by the Avant-Garde works of Wyndham Lewis after moving to London in the early 1920's. *Moloch of the Machine* is exemplary of McCance's machine aesthetic and displays a vorticist influence.



38

37**AR** CECIL FFRENCH SALKELD (IRISH, 1908-1968) Untitled

Woodcut printed in black, circa 1938, printed by Kerryman Ltd., Tralee, published by the Gayfield Press, Dublin, with margins, 163 x 126mm (6 3/8 x 5in) (B) (unframed)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

38AR

CECIL FFRENCH SALKELD (IRISH, 1908-1968) Untitled

Woodcut printed in black, circa 1938, printed by Kerryman Ltd., Tralee, published by the Gayfield Press, Dublin, with margins, 163 x 125mm (6 1/2 x 5in) (B) (unframed)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

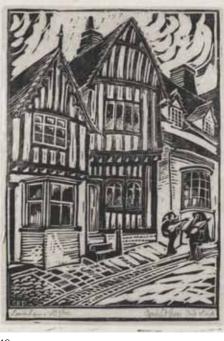
39**AR**

CECIL FFRENCH SALKELD (IRISH, 1908-1968) Untitled

Woodcut printed in black, circa 1938, printed by Kerryman Ltd., Tralee, published by the Gayfield Press, Dublin, with margins, 165 x 126mm (6 1/2 x 5in)(B) (unframed)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500







42





HER

43

40 * AR CYRIL EDWARD POWER (BRITISH, 1872-1951) At Lavenham (Coppel CEP 2)

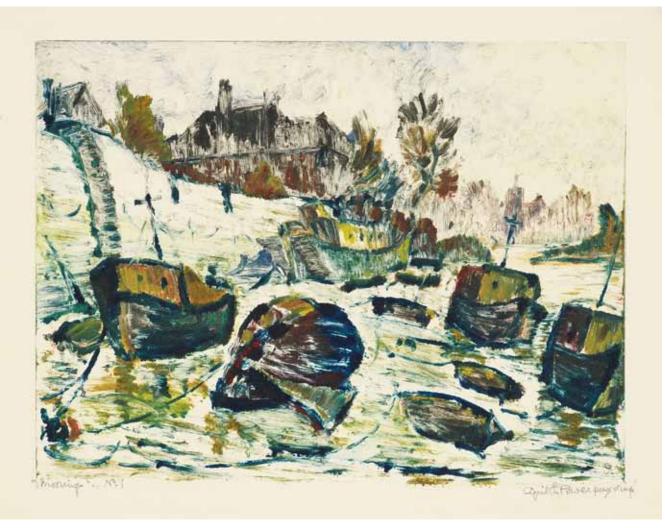
Linocut printed in black, circa 1926, on buff oriental laid tissue, signed, titled, inscribed 'sculp. et imp.' and numbered 1/100 in pencil, with margins, 255 x 172mm (10 1/8 x 6 3/4in)(B) (unframed)

£500 - 700 €610 - 850 US\$840 - 1,200

41AR SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992) St. Jacques, Lisieux

Etching printed with tone, circa 1925-30, on cream laid, signed and titled in pencil, a proof aside from the numbered edition of 55, with margins, 272×200 mm (10 7/8 x 7 7/8in)(PL)

£600 - 800 €730 - 970 US\$1,000 - 1,300



42AR CYRIL EDWARD POWER (BRITISH, 1872-1951)

Self-Portrait (Coppel CEP 6) Linocut printed in black, 1927, on buff tracing paper, signed, titled and numbered '3' in pencil, from an unknown edition size (Coppel states 14 known impressions), with margins, 144 x 93mm (5 3/4 x 3 3/4in) (B)

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

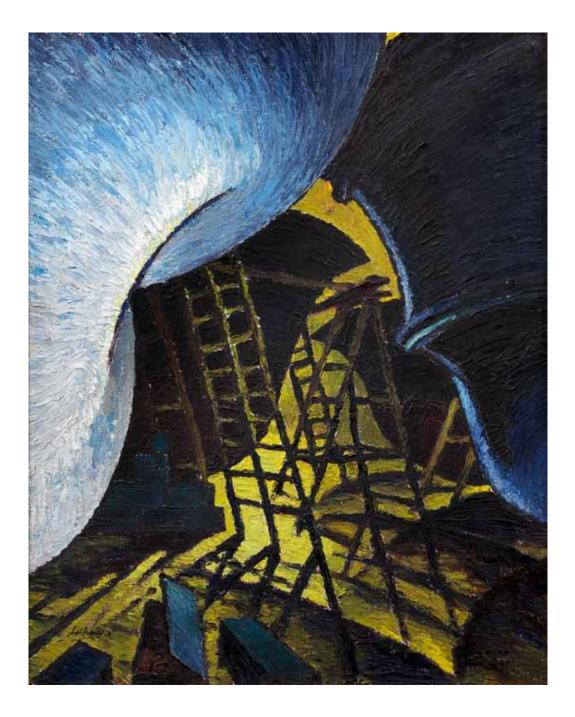
43AR **SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)** Portrait of Cyril Power Pencil and red crayon on paper, initialled in pencil, 130 x 80mm (5 1/8 x 3 1/8in)(l)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

44AR CYRIL EDWARD POWER (BRITISH, 1872-1951) Moorings

Monotype printed in colours, on partially watermarked J. Whatman wove, signed, inscribed 'pinx. et imp.', titled and numbered 'No.1' in pencil, with margins, 225 x 300mm ($87/8 \times 113/4$ in)(PL) (unframed)

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

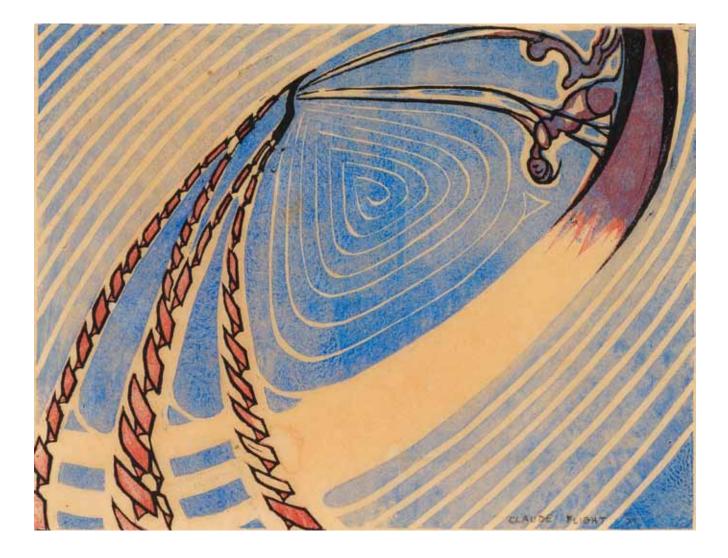


45 * AR **SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)** Boat Yard Oil on canvas, circa 1942, signed in black ink verso, 508 x 406mm (20 x 16in) (I)

£10,000 - 15,000 €12,000 - 18,000 US\$17,000 - 25,000 "With the outbreak of war Sybil Andrews was engaged in boatbuilding, working in the yard of the British Power Boat Company at Hythe, near Southampton. Even this experience was turned to good artistic account: 'To me it was a wonderful experience. We were given training and then set to work into the yards and on the boats side by side with the men. I asked if I could be given permission to make notes of the boats being built for me to work on after the war, and to my astonishment I was given authority to make sketches.' After the war Andrews used these sketches for a series of seven canvases now in the RAF Museum, Hendon."

Michael Parkin, "Obituary Sybil Andrews", *The Independent*, December 28th, 1992, http://www.independent.co.uk/news/people/obituary-sybil-andrews-1565650.html.

Paintings with such degree of finish by Sybil Andrews are rare to the market. *Boat Yard* is exceptional for its textural handling of paint and the evocation of light to a dramatic effect.



46AR CLAUDE FLIGHT (BRITISH, 1881-1955)

Swing-Boats (Coppel CF 5) Linocut printed in cobalt blue, crimson and black, 1921, on thin tracing paper, signed, dated and numbered 10/50 in pencil, with margins, 216 x 282mm (8 1/2 x 11 1/8in)(B)

£10,000 - 15,000 €12,000 - 18,000 US\$17,000 - 25,000



47**A**R

CYRIL EDWARD POWER (BRITISH, 1872-1951)

The Tube Station (Coppel CEP 32) The unique linocut printed in yellow ochre, permanent blue and Chinese blue, with a faint application of red, circa 1932, on buff oriental laid tissue, signed, titled, and inscribed 'Experimental Print. Only Copy.' in pencil, additionally annotated with printing instructions in lower margin, before the published editions of 60 and the addition of the viridian and spectrum red blocks, with margins, 258×295 mm (10 x 11) 5/8in)(B) (unframed)

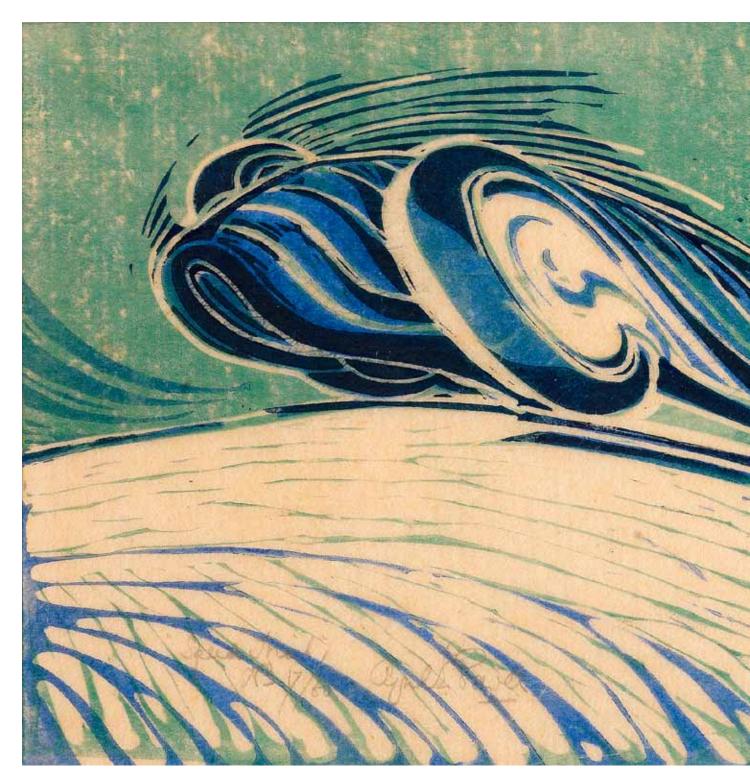
£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000



48AR CYRIL EDWARD POWER (BRITISH, 1872-1951)

The Tube Station (Coppel CEP 32) Linocut printed in yellow ochre, spectrum red, permanent blue, viridian and Chinese blue, circa 1932, on buff oriental laid tissue, signed, titled and numbered 25/60 and inscribed 'U.S.A. ed.' in pencil, from the USA edition started in 1935, with margins, 258 x 295mm (10 x 11 5/8in)(B)

£35,000 - 45,000 €43,000 - 55,000 US\$58,000 - 75,000



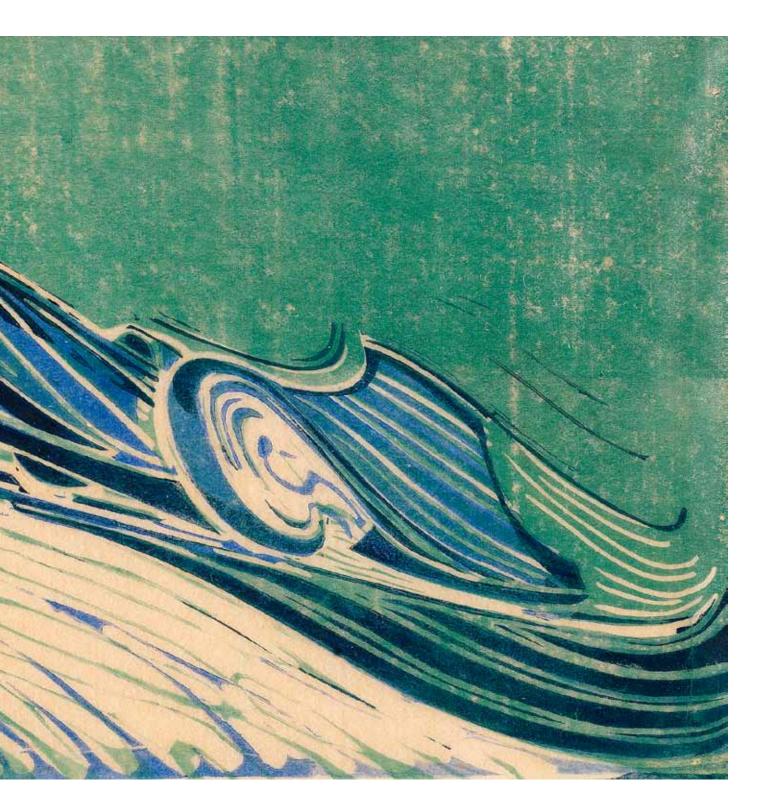
49AR CYRIL EDWARD POWER (BRITISH, 1872-1951)

Speed Trial (Coppel CEP 31)

Linocut printed in viridian, permanent blue and Chinese blue, circa 1932, an excellent richly inked impression, on buff oriental laid tissue, signed, titled and numbered 17/60 in pencil, with margins, 196 x 375mm (7 $3/4 \times 14 3/4$ in)(B)

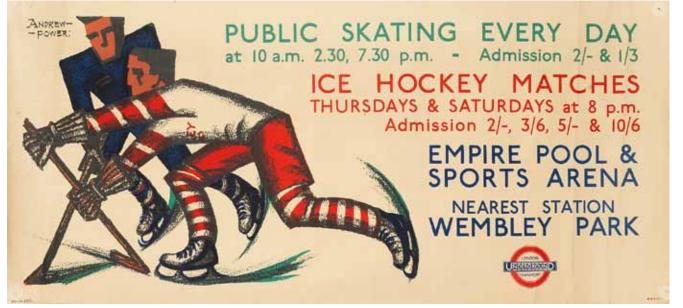
£40,000 - 60,000 €49,000 - 73,000 US\$67,000 - 100,000 Speed Trial chronicles Malcolm Campbell's 1931 record breaking run at Daytona Beach, Florida where his celebrated aerodynamic car Bluebird reached an unprecedented speed of 246 mph. It evokes the sensation of progressive speed achieved through an extensive use of abstract curves and dizzily repeated rhythmic patterns.

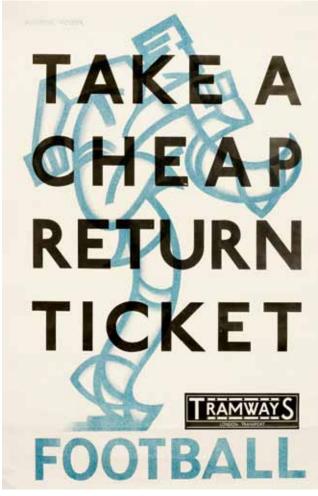
Power regulated the colour density and texture by varying the hand pressure on the blocks. "Power noted that the ink on the final dark blue block was to be rubbed 'faint over print on tyres' before the block was wiped and the same colour printed again more heavily in



a graded passage from 'dark on bonnet, pailing to tail'; in this way, subtle emphasis is given to the machine's front engine as the dynamic source of energy and power."

Stephen Coppel, *Linocuts of the Machine Age: Claude Flight and the Grosvenor School* (Aldershot: Scolar Press, 1995), 57.





50

ANDREW-POWER (SYBIL ANDREWS & CYRIL POWER) (BRITISH, 1898-1993 & 1872-1951)

Ice Skating

The rare lithographic poster printed in red, green, blue and black, 1935, on wove, with the artists' names printed top left, printed number 35.10.550 lower left, printed by Waterlow & Sons Ltd., published by London Transport, the full sheet, 278 x 610mm (11 x 24in)(SH) (unframed)

£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,300

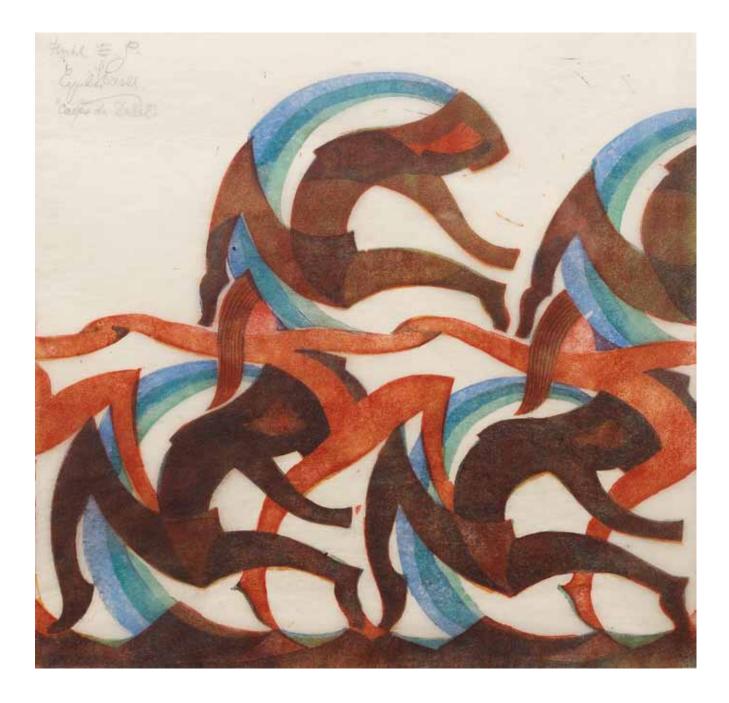
51

ANDREW-POWER (SYBIL ANDREWS & CYRIL POWER) (BRITISH, 1898-1993 & 1872-1951)

Football

Lithographic poster printed in blue and black, 1925, on wove, with the artists' names printed top left, published by Underground Electric Railways Company Ltd., the full sheet, 763 x 510mm (30 x 20in)(SH) (unframed)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000



52AR CYRIL EDWARD POWER (BRITISH, 1872-1951)

Corps de Ballet (Coppel CEP 34)

Linocut printed in spectrum red, raw sienna, viridian and permanent blue, 1932, a richly inked and vibrant impression, on oriental laid tissue, signed, titled and inscribed 'Final E. P.', additionally inscribed 'Final Specimen' in pencil in the left margin, an experimental proof before the numbered edition of 60, with the artist's printing insctructions in the left margin, with margins, 282 x 282mm (11 x 11in) (B)

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000

The artist's printing notes in the margins of this impression detail the varying pressure for each pigment: "Pale Permanent Blue. Medium Heavy Spec[trum red]. Heavy Raw Sienna. Pale Viridian".



53AR CYRIL EDWARD POWER (BRITISH, 1872-1951)

Skaters (Coppel CEP 29) Linocut printed in spectrum red, light cobalt blue and viridian, circa 1932, an excellent richly inked impression, on oriental laid tissue, signed, titled and numbered 35/60 in pencil, with margins, 198 x 316mm (7 3/4 x 12 3/8in)(B)

£15,000 - 20,000 €18,000 - 24,000 US\$25,000 - 33,000



54 * AR CYRIL EDWARD POWER (BRITISH, 1872-1951) The Runners (Coppel CEP 19)

Linocut printed in Venetian red and viridian, circa 1930, an early, richly inked impression, on buff oriental laid tissue, signed, titled and numbered 7/50 in pencil, with margins, 174 x 350mm (6 7/8 x 13 3/4in)(B)

£12,000 - 18,000 €15,000 - 22,000 US\$20,000 - 30,000



55 * AR CYRIL EDWARD POWER (BRITISH, 1872-1951)

The Eight (Coppel CEP 18)

The rare linocut printed in chrome orange, permanent blue, pale chrome and Chinese blue, 1930, on buff oriental laid tissue, signed, titled and inscribed 'E.P.' and annotated 'sc. et imp.' after the signature in pencil, an experimental proof aside from the numbered edition of 50, one of very few impressions with pale chrome printed lightly on the backs of the rowers, additionally signed, titled and annotated '£2.2' in pencil in the lower margin, with margins, 323 x 234mm (12 3/4 x 9 1/4in)(B) (unframed)

£40,000 - 60,000 €49,000 - 73,000 US\$67,000 - 100,000

The Eight is a study of a racing eight observed from Hammersmith Bridge during the trials for Head of the River Race on the Thames. While the majority of the published edition leaves the area on the back of the rowers as unprinted white, the impression offered in this lot is a rare example that displays pale chrome printed very lightly from the third block.¹

The linocut is "a back view of the men apparently in the drive position, whereby the 'oar enters the water at the perfect angle, then the rower pushes backwards, toward the bow, flattening his legs with his arms fully outstretched and pulling the oar toward him'. The emphatic perspective of the scene from the bridge above [in preliminary pencil studies] has turned into a close-cut, quite aerial view, editing out the tips of the oars and the front of the craft, eliminating the figure of the coxswain. As the oars are seen to enter the river, a whole framework of lines and shapes are seen to irradiate across the transparent blue waters, describing the curving cone-shaped eddies stirred by the oars and the small wave patterns; like arching flares of lights- created as the craft thrusts forward. Power noted that the use of Chrome Orange should be 'heavy on men', the Permanent Blue applied at 'full pressure' and the Pale Chrome 'very light on the backs of the men'. The translucent, glowing yellow on the backs of the men helps evoke the aesthetically subtle nuances of their muscular torsos as they twist and strain forwards. The clipped, contoured opaque blue-black expanses describing their haircuts communicates something of the taut impersonal resolve and concentrated strength of the crew, its overall motion synchronised with balletic precision." 2

 Stephen Coppel, Linocuts of the Machine Age: Claude Flight and the Grosvenor School(London:Scolar Press, 1995), 95.
 Philip Vann, Cyril Power Linocuts (Farnham:Lund Humphries, 2008), 16-17.





56AR CYRIL EDWARD POWER (BRITISH, 1872-1951)

Acrobats (Coppel CEP 35) The rare linocut printed in cobalt blue and orange, circa 1933, on buff oriental laid tissue, signed in pencil, an experimental proof in a unique colour combination, before the lines indicating air flow beneath the suspended figures at right and upper left were removed, before the published edition of 60 in spectrum red, raw sienna and viridian, with margins, 254 x 232mm (10 x 9 1/8in)(B) (unframed)

£5,000 - 7,000 €6,100 - 8,500 US\$8,300 - 12,000



57AR URSULA FOOKES (BRITISH, 1906-1991) Boxers

The rare linocut printed in colours, circa 1930, a strong and vibrant impression, on buff oriental tissue, signed and numbered 50/50 in pencil, with margins, 194×177 mm (7 5/8 x 7in)(B) (unframed)

£15,000 - 20,000 €18,000 - 24,000 US\$25,000 - 33,000 This dynamic composition is arguably Fookes's most accomplished linocut that owes much to the Grosvenor School aesthetic of condensed forms, bold design and colour scheme.

"Movement- coordinated, directed, and energetic- made sport an ideal arena for exercising the modernist impulse" of the turn of the century. *Boxers* is reminiscent of Horace Brodzky's linocut with the same title executed in black and white in 1919 as well as Henri Gaudier-Brzeska's vorticist interpretation of a similar subject (lot 20). "The flat forms of linocuts were well suited to presenting the body as machine, and dynamic, sweeping lines set the body in motion."

Samantha Rippner, "Sport", in *British Prints from the Machine Age: Rhythms of Modern Life 1914-1939*, ed. Clifford S. Ackley (London: Thames & Hudson, 2008), 115.



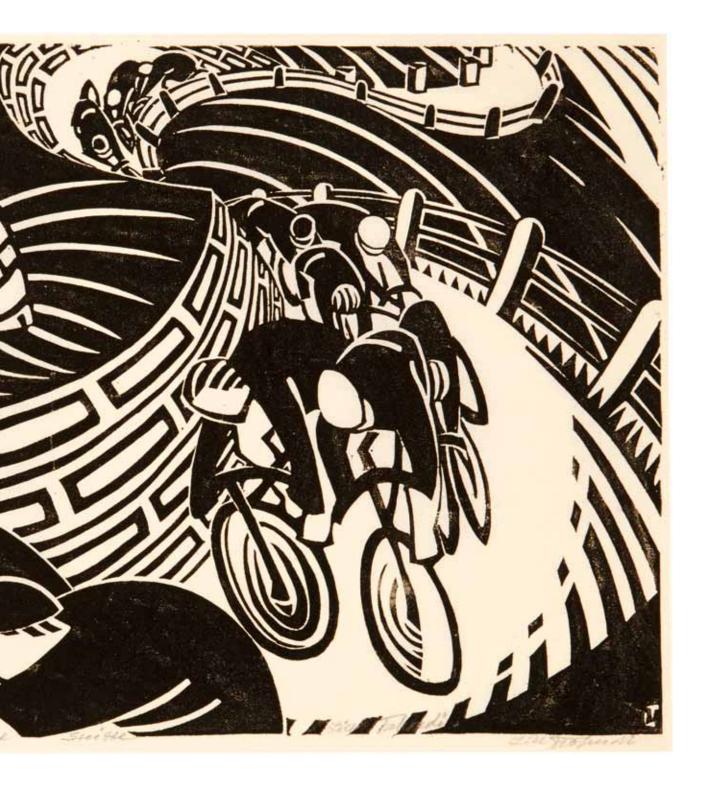
58 * LILL TSCHUDI (SWISS, 1911-2004) Tour de Suisse (Coppel LT 43)

Tour de Suisse (Coppel LT 43) Linocut printed in black, 1935, an excellent, richly inked impression, printed after the decorative border was removed from the block in 1965, on thin cream oriental laid, signed, titled, numbered 20/50 and inscribed 'Handprint' in pencil, additionally signed in pencil in the lower margin, with full margins, 250 x 500mm (9 7/8 x 19 5/8in)(B) (unframed)

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000

Exhibited

Providence, Museum of Art, Rhode Island School of Design, *The Grosvenor School: British Linocuts Between the Wars*, 22 January-20 March 1988.





59 LILL TSCHUDI (SWISS, 1911-2004)

Hors Concours (Coppel LT 16) Linocut printed in black, 1931, on thin buff oriental, a good impression, signed, titled, numbered 17/50 and inscribed in German 'org. Linolschnitt' in pencil, with wide margins, 296 x 228mm (11 5/8 x 9in) (B) (unframed)

£7,000 - 10,000 €8,500 - 12,000 US\$12,000 - 17,000

60 LILL TSCHUDI (SWISS, 1911-2004)

Swiss Battle 1388 (Coppel LT 61) Linocut printed in black, 1938, on cream oriental laid, signed, titled in German 'Schlacht bei Näfels', numbered 13/50 and inscribed 'Handdruck' in pencil, from the first edition (there was a later edition of 150 printed in 1988), with margins, 400 x 280mm (15 3/4 x 11in) (B) (unframed)

£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,300



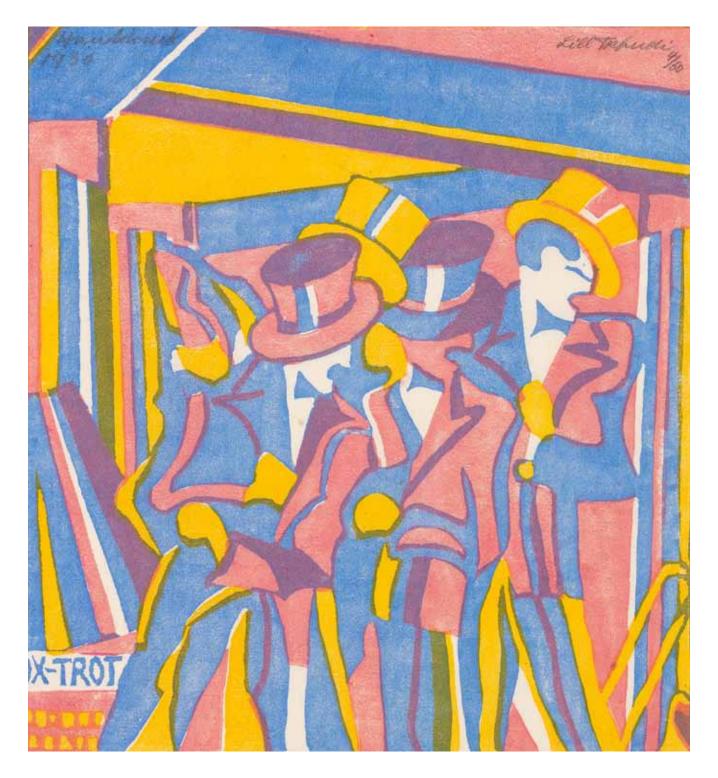
61 LILL TSCHUDI (SWISS, 1911-2004)

Ski-Joring (Coppel LT 54) Linocut printed in black, conceived in 1937, from the

second edition printed in 1992, tontovide in 1997, norm the deluxe edition of the Catalogue Raisonne 'Linocuts of the Machine Age', on thin oriental laid, signed, titled, numbered 'VIII/XXX' and inscribed 'Handprint' in pencil, with full margins, 624 x 461mm (24 5/8 x 18 1/8in)(SH) (unframed)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500





62 LILL TSCHUDI (SWISS, 1911-2004) Jazz Band (Coppel LT 6)

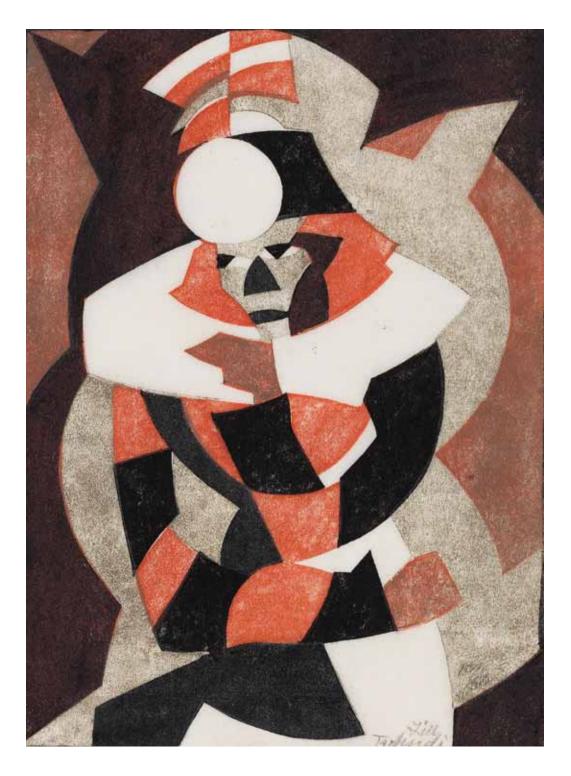
Linocut printed in cobalt blue, pink and yellow, 1930, an early richly inked impression, on thin white mulberry, signed, dated, numbered 4/50 and inscribed 'Handdruck' in pencil, additionally titled '(Jazz-Band) Dancing Band' and annotated 'Muster' in pencil in the lower margin, to denote an exceptional impression, with margins, 188 x 170mm (7 3/8 x 6 3/4in)(B) (unframed)

£5,000 - 7,000 €6,100 - 8,500 US\$8,300 - 12,000



63 LILL TSCHUDI (SWISS, 1911-2004) Rumba Band II (Coppel LT 48) Linocut printed in dark blue, red and orange beige, 1936, on thin white oriental laid, signed, numbered 25/50 and inscribed 'Handprint' in pencil, additionally titled and inscribed 'Handprint' in the lower margin, with margins, 258 x 278mm (10 1/8 x 10 7/8in)(B)

£4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000



64 LILL TSCHUDI (SWISS, 1911-2004)

Pierrot (Coppel LT 46) Linocut printed in black, pink and grey, 1935, on white fibrous oriental wove, signed and numbered 10/50 in pencil, additionally titled in German 'Aschermittwoch' in pencil in lower margin, with wide margins, 220 x 160mm (8 5/8 x 6 1/4in)(B) (unframed)

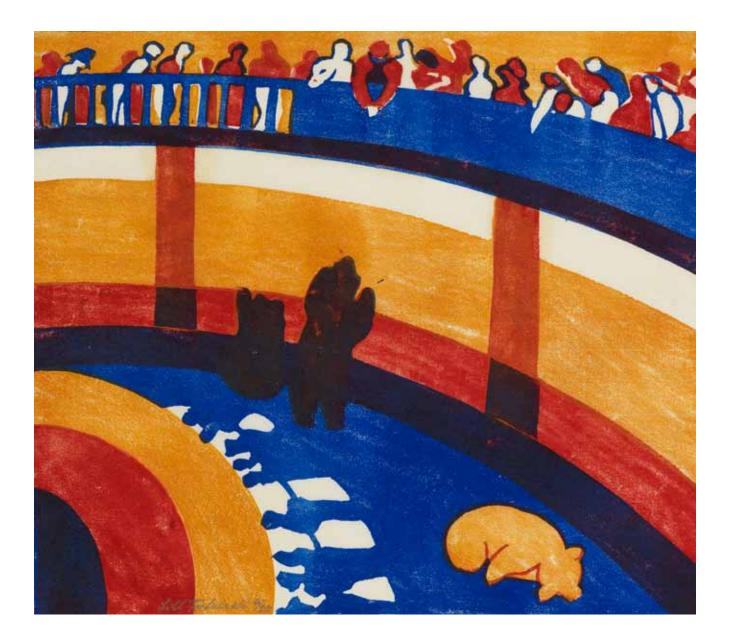
£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,300

Provenance

From the artist's estate and then by decent. European private collection.

"This ironic self-portrait, the German title of which translates as Ash Wednesday, refers to an occasion when Tschudi dressed herself up in a pierrot's costume. Apart from a related oil painting and two watercolours, it is the only self-portrait the artist has made."

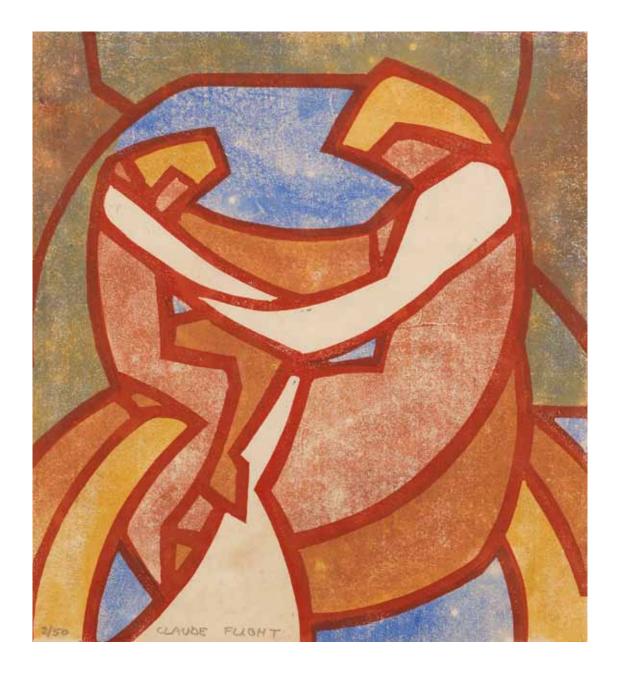
Stephen Coppel, *Linocuts of the Machine Age: Claude Flight and the Grosvenor School* (Aldershot: Scolar Press, 1995), 140.



65 LILL TSCHUDI (SWISS, 1911-2004)

Sunday Morning (or Bear-pit) (Coppel LT 12) The rare linocut printed in cobalt blue, red and yellow ochre, 1930, an early richly inked impression with vibrant colours, on buff oriental laid, signed and numbered 4/50, additionally titled and dated in the lower margin, with margins, 188 x 214mm (7 3/8 x 8 1/2in)(B) (unframed)

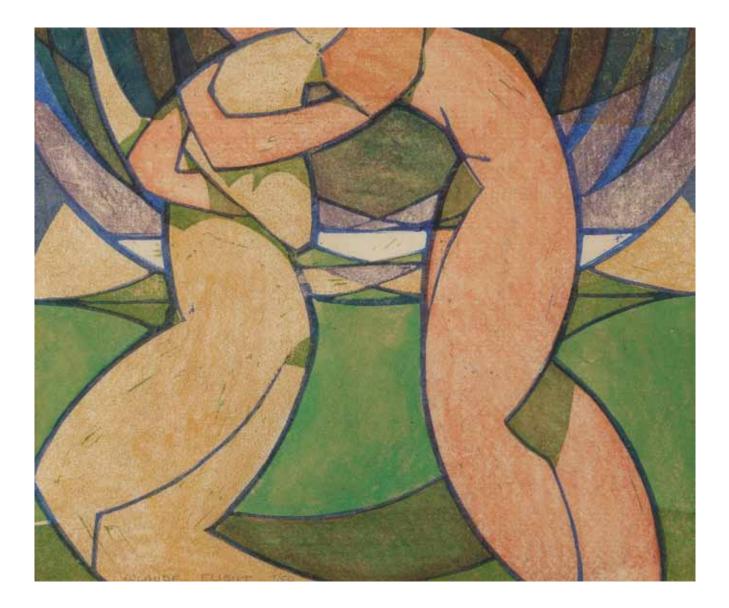
£6,000 - 8,000 €7,300 - 9,700 US\$10,000 - 13,000



66AR CLAUDE FLIGHT (BRITISH, 1881-1955) Mother and Child (Coppel CF 33)

Linocut printed in cobalt blue, yellow ochre, light brown and light red, circa 1929, an excellent, early impression, on cream oriental laid, signed and numbered 2/50 in pencil, with margins, 206×189 mm (8 $1/8 \times 7 1/2$ in)(B)

£10,000 - 15,000 €12,000 - 18,000 US\$17,000 - 25,000



67**AR**

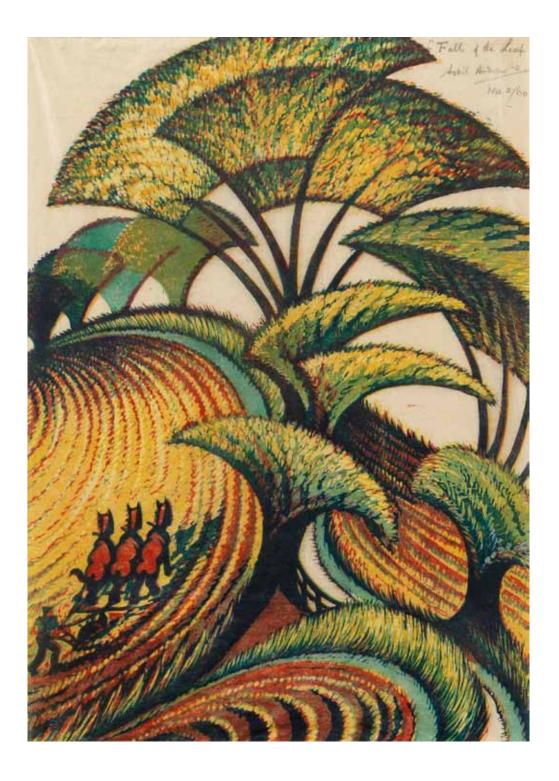
CLAUDE FLIGHT (BRITISH, 1881-1955) Spring (Coppel CF 16) Linocut printed in yellow ochre, vermilion, mauve, emerald green and cobalt blue, 1926, a good impression, on thin cream oriental laid, signed and numbered 9/50 in pencil, with margins, 247 x 296mm (9 7/8 x 11 3/4in)(B)

£5,000 - 7,000 €6,100 - 8,500 US\$8,300 - 12,000



68 * AR 68 AR **SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)** The Windmill (Coppel SA 27) Linocut printed in yellowish orange, permanent blue and Chinese blue, 1933, on thickish buff oriental laid, signed, titled and numbered 42/60 in pencil, with margins, 318 x 220mm (12 1/2 x 8 5/8in)(B)

£20,000 - 30,000 €24,000 - 36,000 US\$33,000 - 50,000



69AR SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992) Fall of the Leaf (Coppel SA 30)

Linocut printed in chrome yellow, transparent golden ochre, crimson, viridian and Chinese blue, 1934, an early richly inked impression, on buff oriental laid tissue, signed, titled and numbered 2/60 in pencil, with margins, 362×258 mm (14 1/4 x 10 1/8in)(B)

£25,000 - 35,000 €30,000 - 43,000 US\$42,000 - 58,000



70**AR**

SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

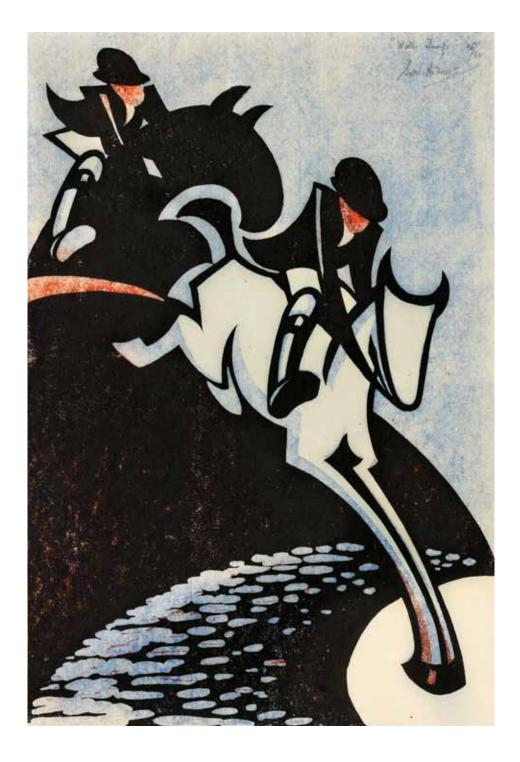
Steeplechasing (Coppel SA 10)

Linocut printed in Chinese orange, alizarin purple madder and Prussian blue, 1930, on buff oriental laid tissue, signed, titled and numbered 20/50 and inscribed 'Aust.' in pencil, from the Australian edition printed in 1936, with margins, 175 x 272mm (6 7/8 x 10 3/4in)(B) (unframed)

£10,000 - 15,000 €12,000 - 18,000 US\$17,000 - 25,000

The impression offered in this lot is most likely the last impression pulled from the blocks. The proposed third edition for the Australian market was began in 1936, but was cancelled when the blocks gave out after impression No.20. As linocuts were printed on demand, the three editions are a testament to the composition's popularity among contemporary collectors.

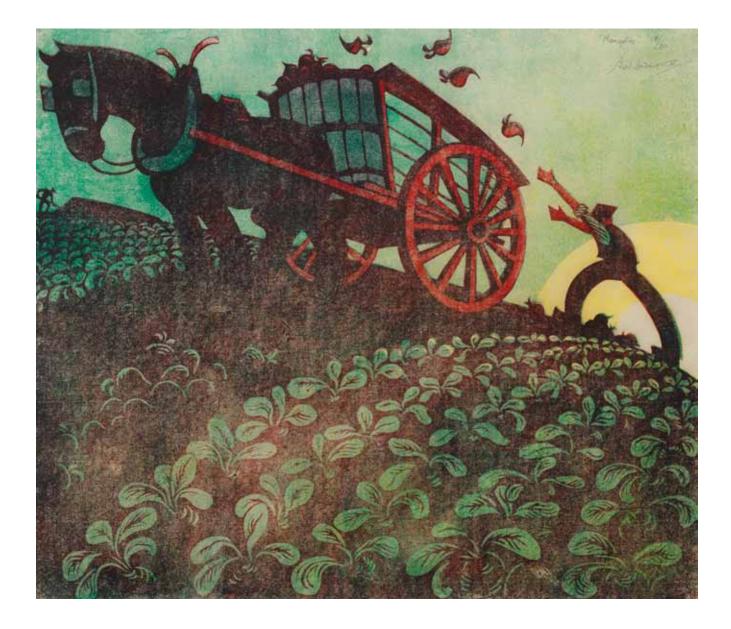
Stephen Coppel, *Linocuts of the Machine Age: Claude Flight and the Grosvenor School* (Aldershot: Scolar Press, 1995), 108.



71AR

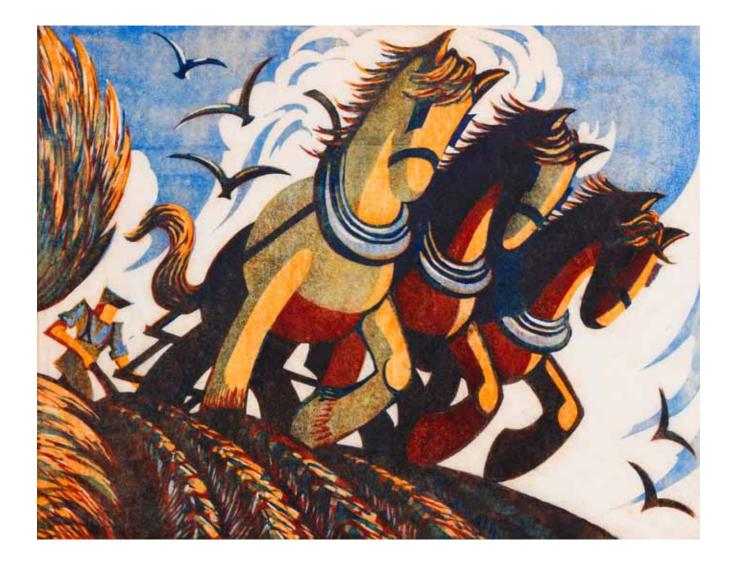
SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992) Water Jump (Coppel SA 14) Linocut printed in spectrum red, pale cobalt blue and black, 1931, on buff oriental laid, signed, titled and numbered 45/60 in pencil, with margins, 312×213 mm ($12 \times 1/4 \times 8 \times 3/8$ in)(B)

£12,000 - 18,000 €15,000 - 22,000 US\$20,000 - 30,000



72 * AR **SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)** Mangolds (Coppel SA 56) Linocut printed in yellow, spectrum red, crimson and viridian, 1956, on buff oriental laid, signed, titled and numbered 18/60 in pencil, with margins, 323 x 372mm (12 3/4 x 14 5/8in)(B)

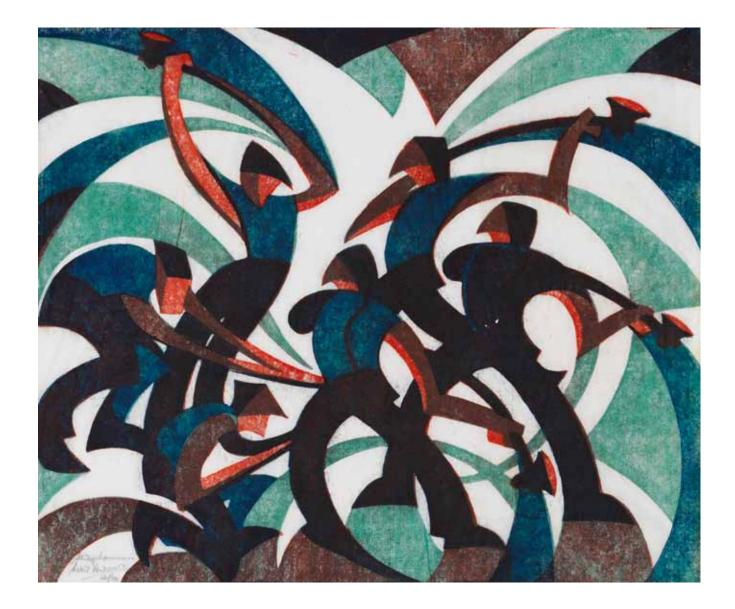
£5,000 - 7,000 €6,100 - 8,500 US\$8,300 - 12,000



73 * AR **SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)** Tillers of the Soil (Coppel SA 31)

Linocut printed in Chinese orange, alizarin crimson, permanent blue and Chinese blue, 1934, on thin oriental laid tissue, signed and numbered 37/60 in pencil, with margins, 266 x 344mm (10 1/2 x 13 1/2in)(B)

£10,000 - 15,000 €12,000 - 18,000 US\$17,000 - 25,000



74AR

Siedgehammers (Coppel SA 26) Linocut printed in spectrum red, viridian and Chinese blue, 1933, an early richly inked impression, on oriental laid tissue, signed, titled and numbered 12/60 in pencil, with margins, 202 x 228mm (8 x 9in) (B)

£10,000 - 15,000 €12,000 - 18,000 US\$17,000 - 25,000



75 * AR **SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)** Michaelmas (Coppel SA 33)

Linocut printed in raw sienna, spectrum red, viridian and Chinese blue, 1935, an excellent impression, on buff oriental laid tissue, signed, titled and numbered 35/60 in pencil, with margins, 308 x 231mm (12 x 9in) (B)

£6,000 - 8,000 €7,300 - 9,700 US\$10,000 - 13,000



76 * AR **SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)** Jesus Falls the Third Time: Station IX (Coppel SA 73) Linocut printed in orange ochre, viridian and purple madder, 1978, on buff oriental laid, signed, titled and numbered 7/60 in pencil, with margins, 307 x 362mm (12 1/8 x 14 1/4in)(B)

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

77AR SYBIL ANDREWS CPE (BRITISH/CANADIAN, 1898-1992)

Indian Dance (Coppel SA 48)

Linocut printed in raw sienna, spectrum red, alizarin crimson and permanent blue, 1951, on oriental laid tissue, signed, titled and numbered 3/75 in pencil, with margins, 222 x 211mm (8 3/4 x 8 1/4in)(B) (unframed)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000

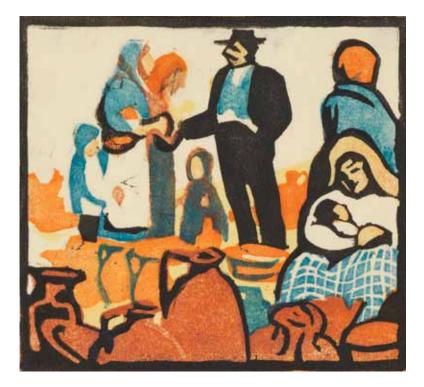


78

ENID B. MITCHELL (BRITISH, CIRCA 1900) At the Fair; Watermelon; Pottery

Three linocuts printed in colours, circa 1930, each on oriental laid, each signed, titled and numbered variously from the edition of 25 in pencil, with margins, each approximately 140 x 120mm (5 1/2 x 4 3/4in)(SH) (3) (unframed)

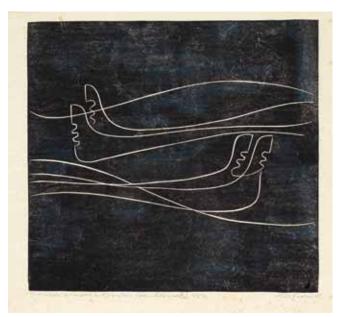
£700 - 1,000 €850 - 1,200 US\$1,200 - 1,700







80



79

MARGARET BARNARD (BRITISH, 1900-1992) Untitled

Linocut printed in colours, on oriental laid tissue, signed and numbered 1/50 in pencil, 273×334 mm (10 3/4 x 13 1/8in)(B); together with another by the same hand, an unsinged impression, 175×258 mm (B) and 'The Water Hole' by Julia Mavrogordato, linocut printed in colours, on oriental laid tissue, signed in pencil, 204×134 mm (B) (3)

£700 - 1,000 €850 - 1,200 US\$1,200 - 1,700

80**AR**

CLAUDE FLIGHT (BRITISH, 1881-1955)

Le Pont Voluntré, Cahors, Lot (Coppel CF 11) Linocut printed in emerald green, vermilion, 1924, on thin cream oriental laid, reverse mounted by pasting to stiff black/brown paper backing, signed and numbered 9/50 in pencil, additionally signed, titled and annotated '£2.2.0' in pencil on a label pasted to sheet in the lower margin, with margins, 214 x 274mm (8 3/8 x 10 3/4in)(B)

£600 - 800 €730 - 970 US\$1,000 - 1,300

81

LILL TSCHUDI (SWISS, 1911-2004)

Venetian Lines (Not in Coppel) Linocut printed in black and blue, 1950, on buff long-fibered oriental, signed, titled in German 'Venezianische Linien', numbered 1/50 and inscribed 'Handdruck' in pencil, with margins, 260 x 279mm (10 1/4 x 11in) (B) (unframed)

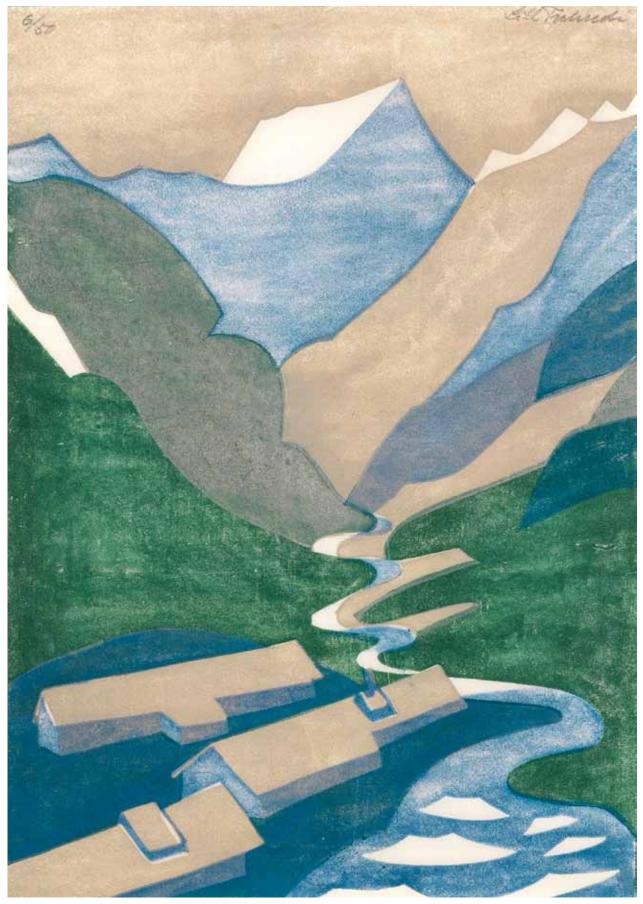
£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

82

LILL TSCHUDI (SWISS, 1911-2004)

Mountain Valley (Coppel LT 21) The rare linocut printed in green, cobalt blue and beige, 1931, an excellent impression, on thin buff oriental laid, signed and numbered 6/50 in pencil, additionally titled in German 'In Bleu Bergen' in the lower margin, with margins, 246 x 171mm (9 3/4 x 6 3/4in) (B)

£5,000 - 7,000 €6,100 - 8,500 US\$8,300 - 12,000





83 LILL TSCHUDI (SWISS, 1911-2004) Winterthur Poster (Not in Coppel)

Linocut printed in colours, circa 1932, on thick grey wove, initialled and inscribed 'é.d.a.' in pencil, an artist's proof, one of only a few impressions, 327 x 248mm (12 3/4 x 9 3/4in) (SH) (unframed)

£4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000

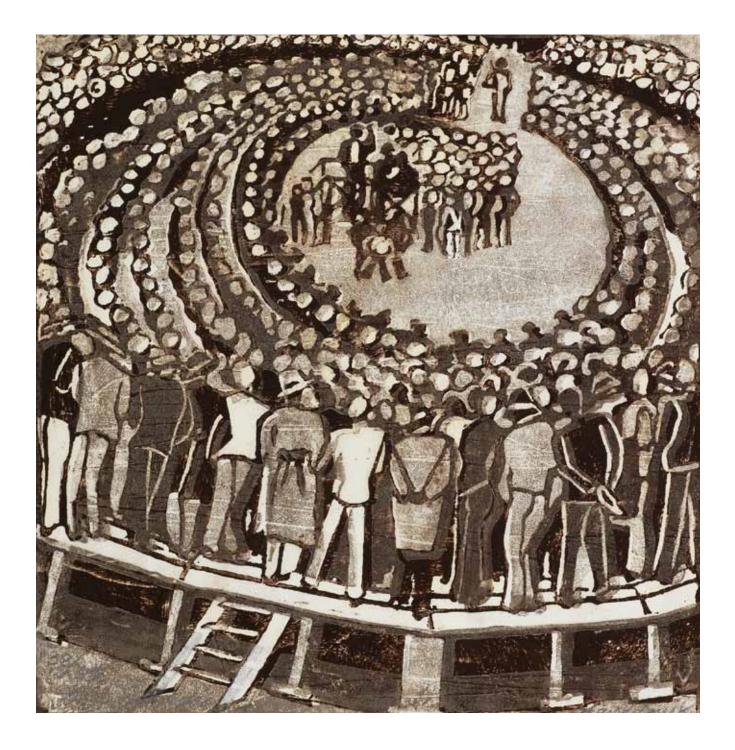


84 LILL TSCHUDI (SWISS, 1911-2004) Spahis (Coppel LT 3)

The rare linocut printed in red, light blue and black, 1930, an excellent impression, on buff oriental laid tissue, signed, titled and numbered 6/50 in pencil, with margins, 261×140 mm ($10 \ 1/4 \times 5 \ 1/2$ in) (B) (unframed)

£6,000 - 8,000 €7,300 - 9,700 US\$10,000 - 13,000

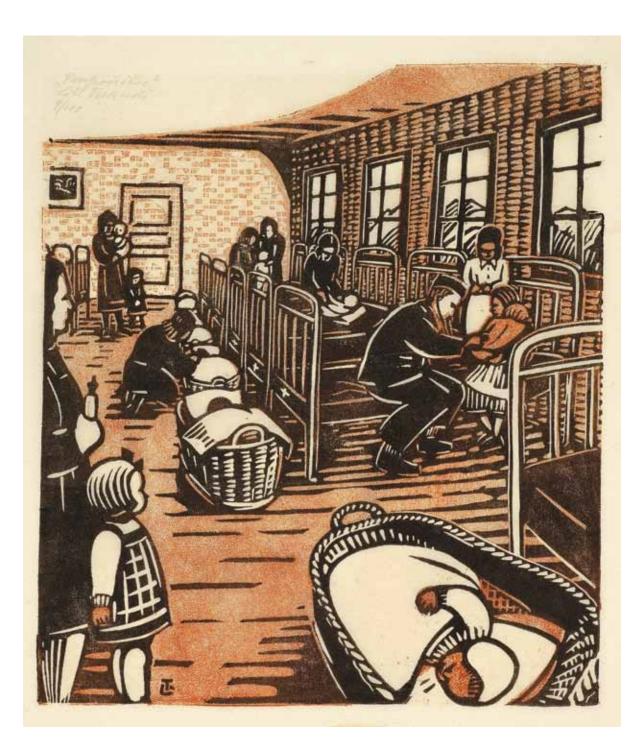
We have found no record of an impression of this linocut ever having been offered at auction.



85 **LILL TSCHUDI (SWISS, 1911-2004)** National Vote I (Coppel LT 18)

Linocut printed in dark brown and beige, 1931, on white fibrous oriental wove, signed, numbered 38/50 and inscribed 'Handdruck' in pencil, additionally signed, dated and titled in German 'Glarner Landsgemeinde' in the lower margin, with margins 256 x 250mm (10 1/8 x 9 7/8in) (B) (unframed)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000



86 LILL TSCHUDI (SWISS, 1911-2004) Nursery (Not in Coppel)

The rare linear property in reddish brown and black, circa 1937, on buff oriental laid, signed, titled in French 'Pouponnière'and numbered 9/100 in pencil, with margins, 217 x 192mm (8 $1/2 \times 7 1/2$ in) (B) (unframed)

£7,000 - 10,000 €8,500 - 12,000 US\$12,000 - 17,000





87 GARY RATUSHNIAK (CANADIAN, BORN 1957) Tree of Life

Linocut printed in colours, 2012, on japanese mulberry, signed, titled, dated, numbered 10/80 and inscribed 'Hand Print' in pencil, with full margins, 138 x 272mm (5 3/8 x 10 3/4in)(B) (unframed)

£700 - 1,000 €850 - 1,200 US\$1,200 - 1,700

88

GARY RATUSHNIAK (CANADIAN, BORN 1957) Dancers

Linocut printed in colours, 1994, on japanese mulberry, signed, titled and numbered 17/60 in pencil, additionally dated and inscribed 'Hand Print' in pencil in the lower margin, with full margins, $300 \times 225 \text{mm} (11 \text{ } 3/4 \times 8 \text{ } 7/8 \text{in}) (B) (unframed)$

£700 - 1,000 €850 - 1,200 US\$1,200 - 1,700

88

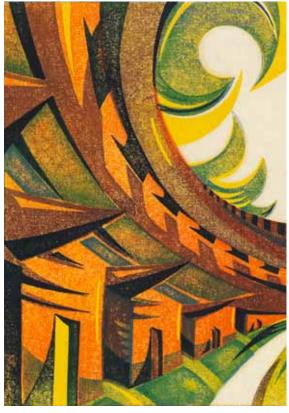


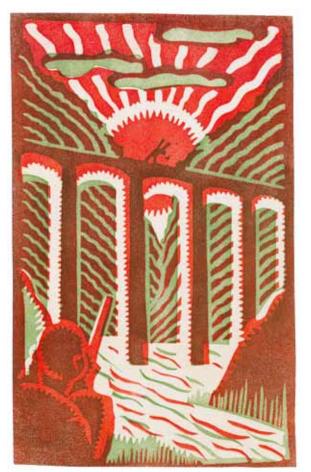
GARY RATUSHNIAK (CANADIAN, BORN 1957)

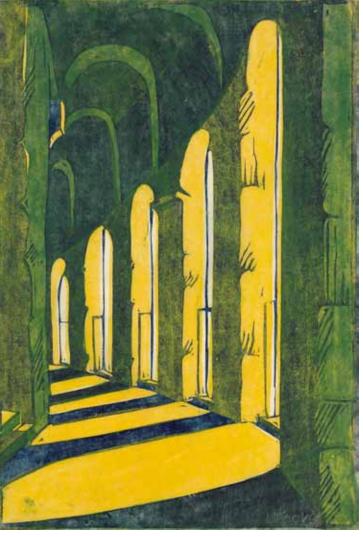
Umbrellas

Linocut printed in colours, 1994, a very good impression with vibrant colours, on japanese mulberry, signed, titled and numbered 35/60 in pencil, additionally titled, dated, numbered and inscribed 'Hand Print' in pencil in the lower margin, with full margins, 372 x 271mm (14 5/8 x 10 5/8in)(B) (unframed)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500







91

90 GARY RATUSHNIAK (CANADIAN, BORN 1957) The Flyover

Linocut printed in colours, 1995, on japanese mulberry, signed, titled and inscribed 'E.P. (1)' in pencil, an experimental proof before the numbered edition of 60, with margins, 177 x 125mm (7 x 4 7/8in)(B) (unframed)

£700 - 1,000 €850 - 1,200 US\$1,200 - 1,700

91**AR** URSULA FOOKES (BRITISH, 1906-1991) Viaduct

Linocut printed in yellow, green and dark blue, circa 1930, on oriental laid tissue, signed in pencil, with margins, 232 x 160mm (9 $1/8 \times 6$ 1/4in) (B)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500



92**AR**

ROSAMUND BURNETT (BRITISH, 1904-1998)

The Bee Garden, May field

Linocut printed in vermillion and mid-green, circa 1935, on thin oriental, together with two progressive proofs printed in vermilion for the first block and mid-green for the second block, with the artist's printing instructions on the support board, each 197 x 122mm (7 $3/4 \times 4 3/4$ in)(B) (3) (unframed)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

93**AR**

LEONARD BEAUMONT (BRITISH, 1891-1986)

The Boat Express (II) (Dickson 69) Linocut printed in pale pink, dusky pink and mauve, 1934, on buff oriental laid, signed in pencil, with margins, 231 x 280mm (9 x 11in)(B)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000 The following section is devoted to the Australian exponents of the Grosvenor School, Ethel Spowers and Dorrit Black. We are delighted to present a collection of woodcuts and linocuts that spans Spowers's almost entire printmaking career, from the early woodcuts of 1924 to her iconic linocuts of the late '20s and early '30s inspired by the Grosvenor School aesthetic.

Spowers trained at the National Gallery Art School in Melbourne and achieved an early reputation for her charming children's book illustrations. From the mid-1920s she began to experiment with printmaking, working both with wood and linoleum blocks. Val de Grâce, Paris (lot 95) is most likely Spowers's first colour print using the Anglo-Japanese technique of brushing the blocks with a mixture of powdered colour and rice paste. Due to the individual application of pigment directly onto the block, colour and tonal density vary between impressions. Similar in technical accomplishment, Melbourne from the River (lot 96) is an exceptional impression, "remarkable for [its] grace and simplicity". The striking perspective and compositional elements are echoed in the later The Island of the Dead, circa 1927. The early linocuts date from around 1926 and are largely concerned with themes drawn form the nursery and childhood. The Bee (lot 97), The Bamboo Blind (lot 98) and The Noisy Parrot (lot 99) are excellent examples of the delicacy and warmth of tone that characterise Spowers's work of the period.

Inspired by Claude Flight's modernist manifesto in *Lino-Cuts: A* Handbook of Linoleum-Cut Colour Printing, published in England by The Bodley Head Ltd., 1927, Spowers arrived in London and the Grosvenor School of Art in late 1928 and trained under Flight until March 1929. Flight's influence on the Australians was technical as opposed to thematic. Both Spowers and Black were less attracted to the machine age aesthetic and more focused on colour harmonies and rhythmic execution. Following her return to Australia, Spowers's work reflects the dynamic geometrical patterns and opposing rhythms of the Grosvenor School. *Wet Afternoon* (lot 103), the first print executed after her return, exemplifies this new direction. In *Wet Afternoon* and *The Rain Cloud* (lot 104), Spowers transforms everyday scenes into dynamic and distinctly modern motifs, built in strong rhythms, bold colour, and simplified geometric shapes. This rigorous reduction of the composition to flat and decorative colour and shapes marks her best work.

In the early 1930s, she revisited her images of childhood, this time imbued with a playful formalism and vitality. The six children flying around, holding the ropes of *The Giant Stride* (lot 106) represent the exuberance of rapid motion. *Swings* (lot 94) and *Fox and Geese* (lot 105) preoccupied with similar themes are a testament to Spowers's great draughtsmanship.

Spowers was instrumental in the dissemination of Flight's modernist ideas in Australia. She introduced the Australian audience to the work of Flight and his other pupils by incorporating them in the annual exhibitions of the Arts and Craft Society, and acted as Flight's unofficial Australian agent. By the same token Flight regularly included the work of his Australian protégés in the mixed shows that he put together for museums and galleries across Britain and beyond.

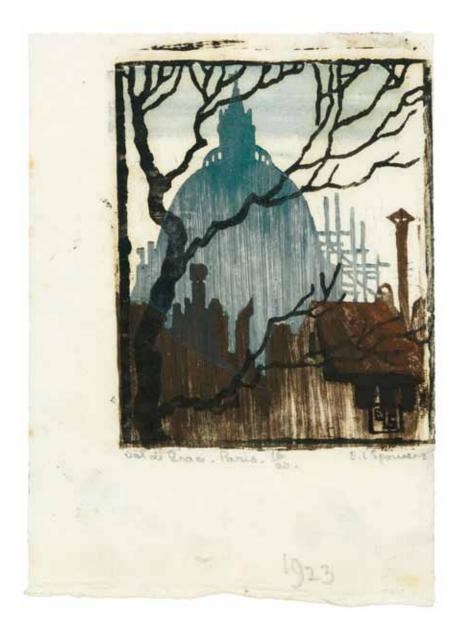
Dorrit Black preceded Spowers and Syme at the Grosvenor School. She studied in London during 1927 before going on to Paris to reinforce her understanding of the modern movement by working at the Cubist-influenced ateliers of André Lhote and Albert Gleizes. Her work is rarely seen on the market. *The Eruption*, 1929-30 (lot 107) imbued with an arresting Art Deco angularity and expressionism provides a fitting end to a sale devoted to experimentation and the modernist aesthetic.



94 ETHEL SPOWERS (AUSTRALIAN, 1890-1947)

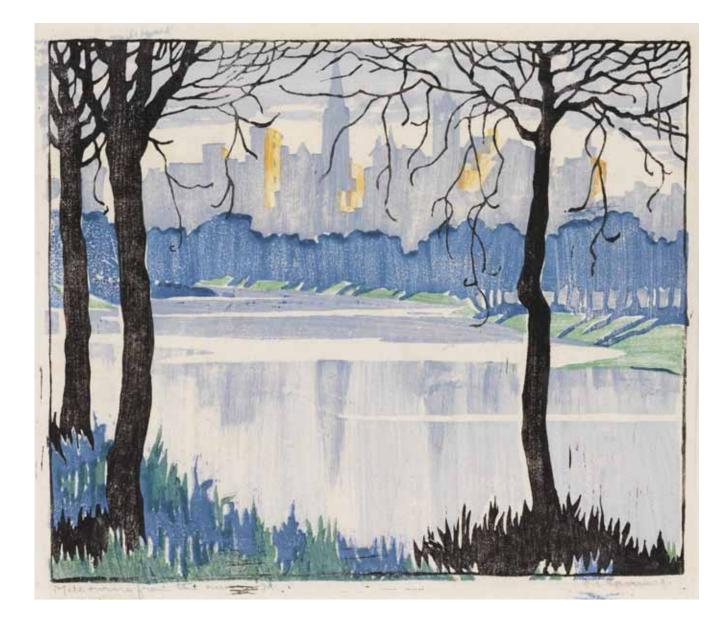
Swings (Coppel ES 22) Linocut printed in yellow ochre, viridian, reddish brown and cobalt blue, 1932, an excellent impression, on buff oriental laid, signed, titled, dated and numbered 11/50 in pencil, with margins, 242 x 266mm (8 3/4 x 10 1/2in)(B)

£20,000 - 30,000 €24,000 - 36,000 US\$33,000 - 50,000



ETHEL SPOWERS (AUSTRALIAN, 1890-1947) Val de Grâce, Paris (Coppel ES A/1) Woodcut printed in grey-blue, dull blue, reddish brown and black, 1923, on buff oriental laid, signed, titled, dated and numbered 10/20 in pencil, with margins, 100 x 81mm (4 x 3 1/4in)(B) (unframed)

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000



ETHEL SPOWERS (AUSTRALIAN, 1890-1947) Melbourne from the River (Coppel ES A/7)

The rare woodcut printed in colours, circa 1924, a good impression with delicate tonal variation, on oriental laid tissue, signed and titled in pencil, from the edition of 20, with margins, 192×277 mm (7 5/8 x 10 7/8in)(B)

£10,000 - 15,000 €12,000 - 18,000 US\$17,000 - 25,000





ETHEL SPOWERS (AUSTRALIAN, 1890-1947) The Bee (Coppel ES 1)

Linocut printed in pale pink, mauve, blue-green, emerald green, grey and black, circa 1925, on thin cream oriental laid, signed and titled 'The Boy & the Bee' in pencil, an unnumbered impression from the edition of 20, with margins, 112 x 138mm (4 3/8 x 5 3/8in)(B)

£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,300

This Passing on the Pass -

C.L. Strender



98

ETHEL SPOWERS (AUSTRALIAN, 1890-1947) The Bamboo Blind (Coppel ES 4)

Linocut printed in grey, emerald green, black, yellow ochre, pale pink, red and indigo, circa 1926, on thin off-white oriental laid, signed, titled and numbered 11/50 in pencil, with the artist's tablet monogram, with margins, 155 x 152mm (6 1/8 x 6in)(B)

£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,300



99 * ETHEL SPOWERS (AUSTRALIAN, 1890-1947)

The Noisy Parrot (Coppel ES 3) Linocut printed in brownish beige, brick red, emerald green, black, yellow ochre, cobalt blue, brown and brown ochre, 1926, on thin offwhite oriental laid, signed, titled and numbered '3' in pencil, from the edition of approximately 20, with the artist's tablet monogram, with margins, 247 x 218mm (9 3/4 x 8 1/2in)(B)

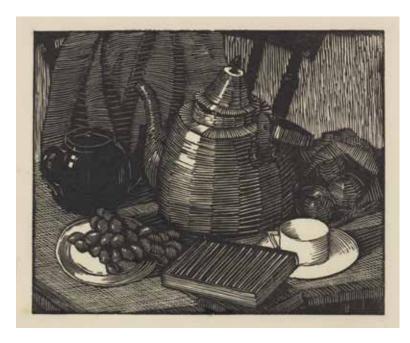
£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,300



ETHEL SPOWERS (AUSTRALIAN, 1890-1947)

Resting Models (Coppel ES 29) Linocut printed in greyish beige, viridian, reddish brown and black, 1933-34, an early richly inked impression, on buff oriental laid tissue, signed, titled, dated '1934' and numbered 7/50 in pencil, with margins, 196×266 mm (7 3/4 x 10 1/2in)(B) (unframed)

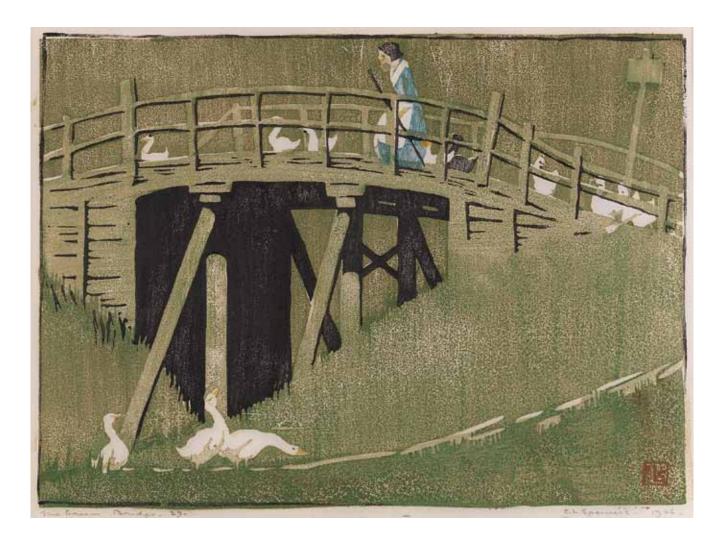
£5,000 - 7,000 €6,100 - 8,500 US\$8,300 - 12,000



101

ETHEL SPOWERS (AUSTRALIAN, 1890-1947) Still Life (Coppel ES A/16) Wood engraving, 1929, on buff oriental laid, dated and inscribed 'Edition of 20', with margins, 103 x 127mm (4 1/8 x 5in)(B) (unframed)

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 5,000



102 * **ETHEL SPOWERS (AUSTRALIAN, 1890-1947)** The Green Bridge (Coppel ES 5) Linocut printed in green, black, light blue and beige ochre, 1926, on thin cream oriental laid, signed, dated and numbered '29', from the edition of approximately 30, with the artist's tablet monogram, with margins, 194 x 262mm (7 5/8 x 10 1/4in)(B)

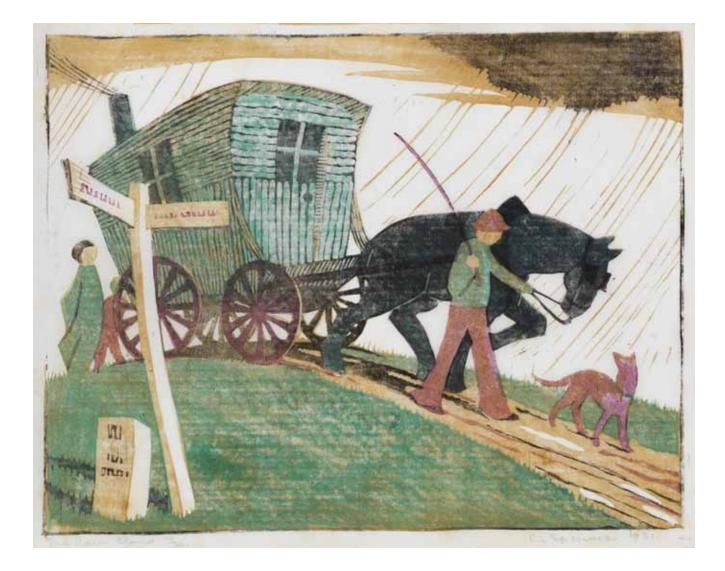
£4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000



103 ETHEL SPOWERS (AUSTRALIAN, 1890-1947)

Wet Afternoon (Coppel ES 14) Linocut printed in grey, reddish brown, emerald green and cobalt blue, 1929, an early, good impression, on buff oriental laid tissue, signed, titled, dated and numbered 4/50 in pencil, with margins, 238 x 203mm (9 3/8 x 8in)(B)

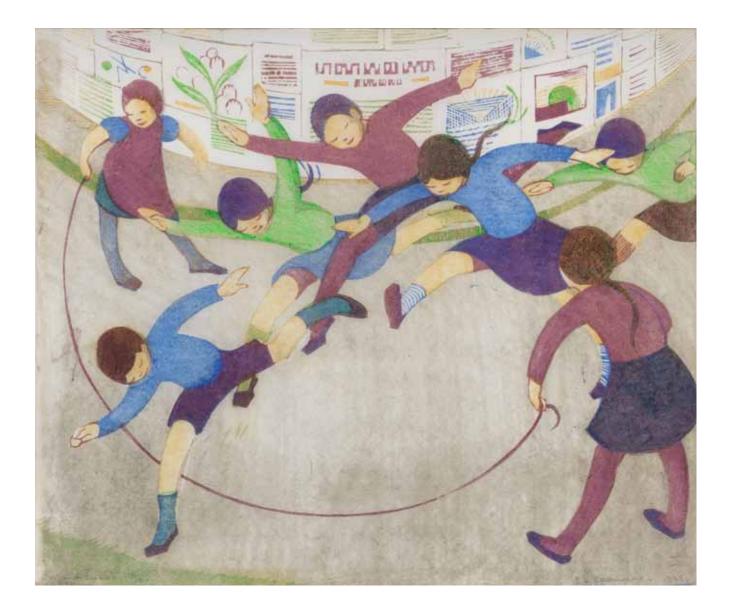
£15,000 - 20,000 €24,000 - 36,000 US\$33,000 - 50,000



104 ETHEL SPOWERS (AUSTRALIAN, 1890-1947)

The Rain Cloud (Coppel ES 16) Linocut printed in yellow ochre, viridian, black and mauve, 1931, a good impression, on buff oriental laid tissue, signed, titled, dated and numbered 4/30 in pencil, with margins, 207 x 266mm (8 1/8 x 10 1/2in)(B)

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000



105 ETHEL SPOWERS (AUSTRALIAN, 1890-1947) Fox and Geese (Coppel ES 24)

Fox and Geese (Coppel ES 24) The rare linocut printed in yellow ochre, grey, emerald green, mauve and cobalt blue, 1933, an early, good impression, on buff oriental tissue, signed, titled, dated and numbered 2/50 in pencil, with margins, 267 x 318mm (10 1/2 x 12 1/2in)(B)

£10,000 - 15,000 €12,000 - 18,000 US\$17,000 - 25,000



106 * **ETHEL SPOWERS (AUSTRALIAN, 1890-1947)** The Giant Stride (Coppel ES 23) Linocut printed in yellow ochre, reddish brown, viridian and cobalt blue, 1932-33, an early vibrant impression, on buff oriental laid tissue, signed and numbered 6/50 in pencil, with margins, 260 x 353mm (10 1/4 x 4 dia) (P) 1/4 x 14in) (B)

£30,000 - 50,000 €36,000 - 61,000 US\$50,000 - 83,000



107 * DORRIT BLACK (AUSTRALIAN, 1891-1951)

The Eruption (Coppel DB 7) The rare linocut printed in black, blue, green and red, circa 1929-30, an excellent impression, on buff oriental laid, an unsigned proof impression aside from the proposed edition of 50, with margins, 254 x 187mm (10 x 7 3/8in) (B)

£25,000 - 35,000 €30,000 - 43,000 US\$42,000 - 58,000

To paraphrase lan North, *The Eruption* is arguably the most interesting of all [Black's] works [inspired by her travels in Europe], if not the most successful formally and represents "the apogee of expressionism in Black's linocuts".

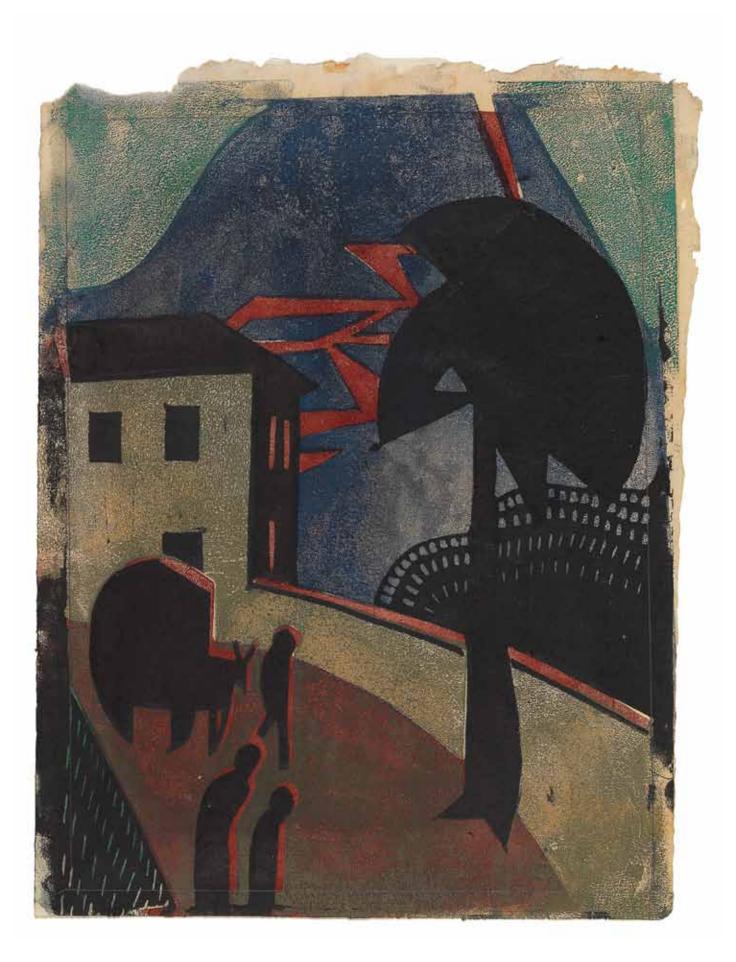
The composition depicts "the eruption of Mount Etna, Italy, which Black witnessed late in 1928. The sight impressed Black deeply as

'A very dramatic and terrible spectacle....We drove across one afternoon to Mascali just at the moment that the lava was entering the town....there seemed to be a malevolent purpose about its slow, pushing, rustling, irresistible approach....A child in our party began to cry at the sight of it.'

The linocut may have been executed at nearby Taormina; certainly it appears to register the imprint of a still vivid experience. The phenomenon is depicted at night, increasing its spectacle and dramatic impact. As if penetrating a depressing subterranean or submarine gloom, the flow of lava zig-zags down the mountain (the top of which is not depicted, emphasising its height), threatening the cowering figure scurrying from the scene of destruction. The emphasis on the plight of the ordinary person, the power of nature and, stylistically, the bold use of angular lines and complementary colours (red and green), recalls the work of Kirchner and Pechstein."

Black's prints very rarely appear at auction. This is the only known impression to have come to the market. The proposed edition for this linocut was 50. The highest numbered impression noted in the Coppel catalogue is No.24 exhibited at the Redfern.

lan North, *The Art of Dorrit Black* (South Melbourne: The Macmillan Company of Australia; Artarmon: the Art Gallery of South Australia, 1979), 41-42.



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CHRISTOPHER RICHARD WYNNE NEVINSON (BRITISH 1889-1946)

Southwark (Limehouse) Mezzotint, 1918, signed in pencil 225 x 150mm (PL) **CONTACT** For further information please contact the Prints department +44 (0) 207 4688212 prints@bonhams.com



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Emil Nolde Tänzerin, 1913 Color lithograph \$200,000 - 300,000

PIERRE BONNARD (FRENCH 1867-1947)

La Petite Blanchisseuse (detail) Colour lithograph, 1896, signed in penci £20,000 - 30,000

Bonmard 95

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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 Buver 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 guality; 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 Buver.

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 Buver 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 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* will so whe healf. 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 Buver, 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 Buver'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 £50,000 of the *Hammer Price* 20% from £50,001 to £1,000,000 of the *Hammer Price* 12% from £1,000,001 of the *Hammer Price*

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

Hammer Price	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:

- t 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 licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supportingmuseums/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.
- $\approx~$ 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.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory and in February 2014 the United States Government announced the intention to ban the import of any ivory into the USA.

•, †, *, 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*, it's fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms 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.

RISK, PROPERTY AND TITLE

5

- 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.

PAYMENT

6

7

- 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.

COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the Seller (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale.*
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed *c/o Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

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*.

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- 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.

STORING THE LOT

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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.

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*.

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

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- 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 *Book*s.

10 OUR LIABILITY

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

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the Lot is made up wholly of a Book or Books and any Book does not contain text or illustrations (in either case referred to as a "non-conforming Lot"), we undertake a personal responsibility for such a non-conforming Lot in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a nonconforming *Lot*; and

within 20 days of the date of the relevant Sale (or such longer period as we may agree in writing) 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 non-conforming Lot and details of the Sale and Lot number sufficient to identify the Lot.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* 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; or

the Lot comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the Lot was listed in the Catalogue under "collections" or "collections and various" or the Lot was stated in the Catalogue to comprise or contain a collection, issue or Books which are undescribed or the missing text or illustrations are referred to or the relevant parts of the Book contain blanks, half titles or advertisements.

If we are reasonably satisfied that a Lot is a nonconforming Lot, 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 and we will pay to you an amount equal to the sum of the Purchase Price and Buyer's Premium paid by you in respect of the Lot.

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 *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 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 *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

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

13 GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

"Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

"Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary. "Consignment Fee" a fee payable to Bonhams by the Seller

calculated at rates set out in the Conditions of Business. **"Consumer"** a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

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

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract 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 considered to Bonhams with a view to its Sale

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

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

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

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

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

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

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

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