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SALE NUMBER 21677

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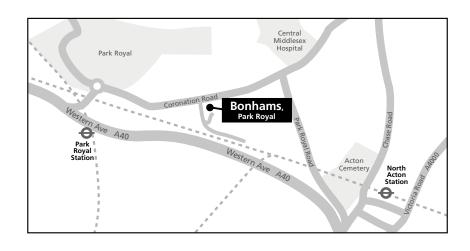
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1 * AR

MAX ERNST (1891-1976)

Lettrine A signed 'Max Ernst' (lower right) collage on paper 12 x 15cm (4 3/4 x 5 7/8in). Executed in 1974

£7,000 - 10,000 €8,600 - 12,000 US\$12,000 - 17,000

Provenance

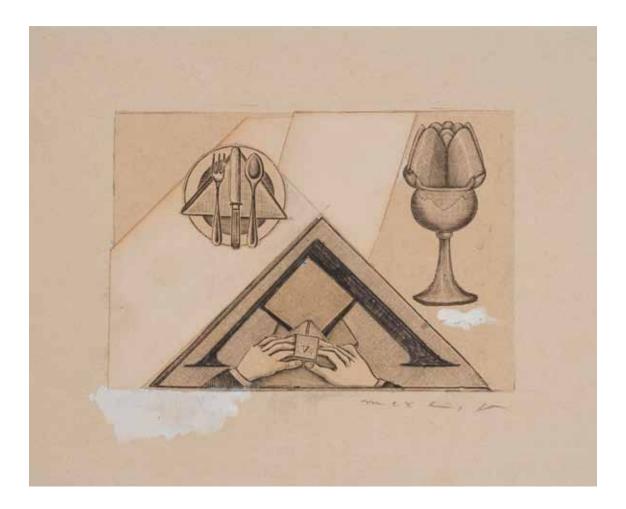
Galerie Jan Krugier, Geneva, 1975. Acquired from the above by the present owner.

Exhibited

Geneva, Galerie Jan Krugier, Max Ernst, Configurations, huiles, collages, frottages, 1975, no. 60 (illustrated p. 35). Brussels, Galerie Isy Brachot, Max Ernst, Peintures, sculptures, collages, frottages, 1977.

Literature

W. Spies, Max Ernst - Collagen Inventar und Widerspruch, Cologne, 1974 (illustrated p. 23). A. Duckers, Linie, Licht und Schatten, Meisterzeichnungen und Skulpturen der Sammlung J & M.A Krugier-Poniatowski, Berlin, 1999 (illustrated p. 400).



2 AR **JOAN MIRÓ (1893-1983)** *Maternité* signed 'Miró' (lower right); titled, dated and numbered 'Maternité / 31/III/71 /7/IX/67 /IX/Maternité' (verso) watercolour and wax crayon on paper 65.2 x 52.5cm (25 11/16 x 20 11/16in). Executed between 7 September 1967 and 31 March 1971

£30,000 - 50,000 €37,000 - 61,000 US\$51,000 - 84,000

Provenance Galerie Maeght, Paris. Private collection, UK.

Literature

J. Dupin & A. Lelong-Mainaud, *Joan Miró, catalogue raisonné, drawings*, Vol. III, Paris, 2012, no. 2302 (illustrated p. 298).



з AR

MAX ERNST (1891-1976)

Femme stamped with the artist's signature, numbered '4/6 / 1198 / 1522' (underneath) and stamped with silver hallmarks (verso of base) polished silver *27cm* (*10 5/8in*) *high* Conceived in 1960 and cast by François Hugo in 1980 in a numbered edition of 6

£15,000 - 20,000 €18,000 - 25,000 US\$25,000 - 34,000

The authenticity of this work has kindly been confirmed by Dr. Jürgen Pech.

Provenance

Frederick Weismann Collection, Beverly Hills. Baron Thyssen-Bornemisza Collection, Lugano. A gift from the above to the present owner, Lugano, March 1985.

Exhibited

Bremen, Kunsthalle, Moderne Kunst aus der Sammlung Thyssen-Bornemisza, 1975, no. 18.

Literature

W. Spies, S & G Mekten, *Max Ernst, Oeuvre-Katalog, Werke* 1954-1963, Cologne, 1998, no. 3810-I (another cast illustrated p. 398).



4 * AR

MAX ERNST (1891-1976)

Lettrine D signed 'Max Ernst' (lower right) collage on paper 12 x 11cm (4 3/4 x 4 5/16in). Executed in 1974

£6,000 - 8,000 €7,400 - 9,800 US\$10,000 - 13,000

Provenance

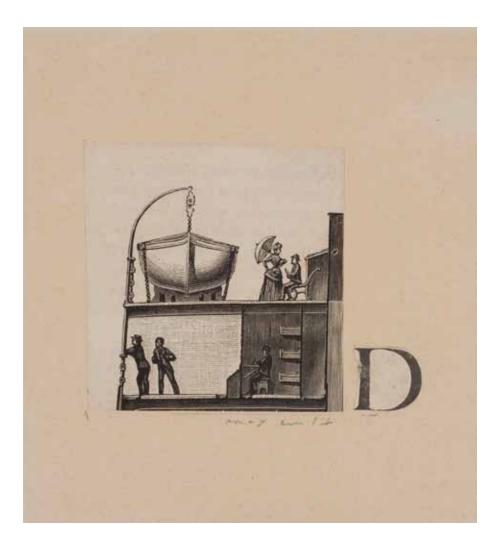
Galerie Jan Krugier, Geneva, 1975. Acquired from the above by the present owner.

Exhibited

Geneva, Galerie Jan Krugier, *Max Ernst, Configurations, huiles, collages, frottages*, 1975, no. 75 (illustrated p. 38). Brussels, Galerie Isy Brachot, *Max Ernst, Peintures, sculptures, collages, frottages*, 1977, no. 4 (illustrated).

Literature

W. Spies, Max Ernst - Collagen Inventar und Widerspruch, Cologne, 1974 (illustrated p. 70).
A. Duckers, Linie, Licht und Schatten, Meisterzeichnungen und Skulpturen der Sammlung J & M.A Krugier-Poniatowski, Berlin, 1999 (illustrated p. 400).





5 AR **GEORG KOLBE (1877-1947)** *Aufblickende* stamped with the foundry mark 'H.NOACK BERLIN FRIEDENAU' (at the back of the socle) bronze with black patina *106.5 cm(41 3/4in) high* Conceived *circa* 1920-1921 in an edition of 7

£60,000 - 80,000 €74,000 - 98,000 US\$100,000 - 130,000

The authenticity of this work has kindly been confirmed by Dr. Ursel Berger former director of the Georg Kolbe Museum.

Provenance

Private collection, London, 1955.

Literature

U. Berger, *Georg Kolbe, Leben Und Werk, mit dem Katalog der Kolbe-Plastiken im Georg-Kolbe-Museum*, Berlin, 1990, no. 37, pp. 244-245 (another cast illustrated p. 244).



6 AR HENRI MATISSE (1869-1954) Nu debout signed 'Henri Matisse' (lower left) charcoal on paper 33.7 x 22cm (13 1/4 x 8 11/16in). Executed circa 1900-1903

£15,000 - 20,000 €18,000 - 25,000 US\$25,000 - 34,000

The authenticity of this work has kindly been confirmed by Madame Wanda de Guébriant.

Provenance

Anon. sale, Sotheby's, London, 26 June 1991, lot 231. Anon. sale, Christie's, London, 29 May 1997, lot 3. Acquired at the above sale by the present owner.



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

7

HENRI LE SIDANER (1862-1939)

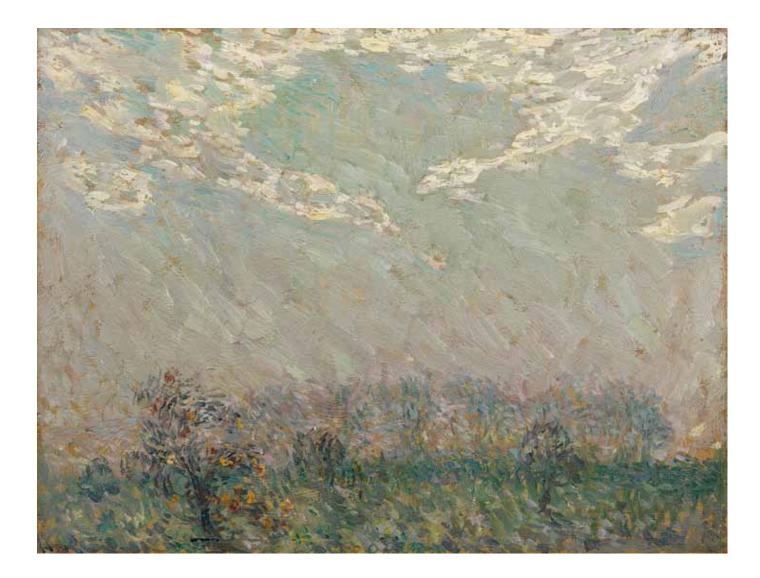
Ciel oil on panel *26.6 x 35.1cm (10 1/2 x 13 13/16in).* Painted *circa* 1913

£6,000 - 8,000 €7,400 - 9,800 US\$10,000 - 13,000

Provenance Connaught Brown, London.

Literature

Y. Farinaux le Sidaner, *Le Sidaner, l'oeuvre peint et gravé*, Milan, 1989, no. 1038 (illustrated p. 341).



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

8

PIERRE-AUGUSTE RENOIR (1841-1919)

Les oliviers de Cagnes signed 'Renoir.' (lower right) oil on canvas 32.7 x 54.3cm (12 7/8 x 21 3/8in). Painted in 1909

£250,000 - 350,000 €310,000 - 430,000 US\$420,000 - 590,000

Provenance

Maurice Gangnat, Paris; his sale, Hôtel Drouot, Paris, 24-25 June 1925, lot 137 (sold for 55,000 F). Anon. sale, Palais Galliéra, Paris, 27 March 1962, lot 93 (sold for

168,000 F). Anon. sale, Artcurial Hôtel Dassault, Paris, 30 June 2003, lot 46.

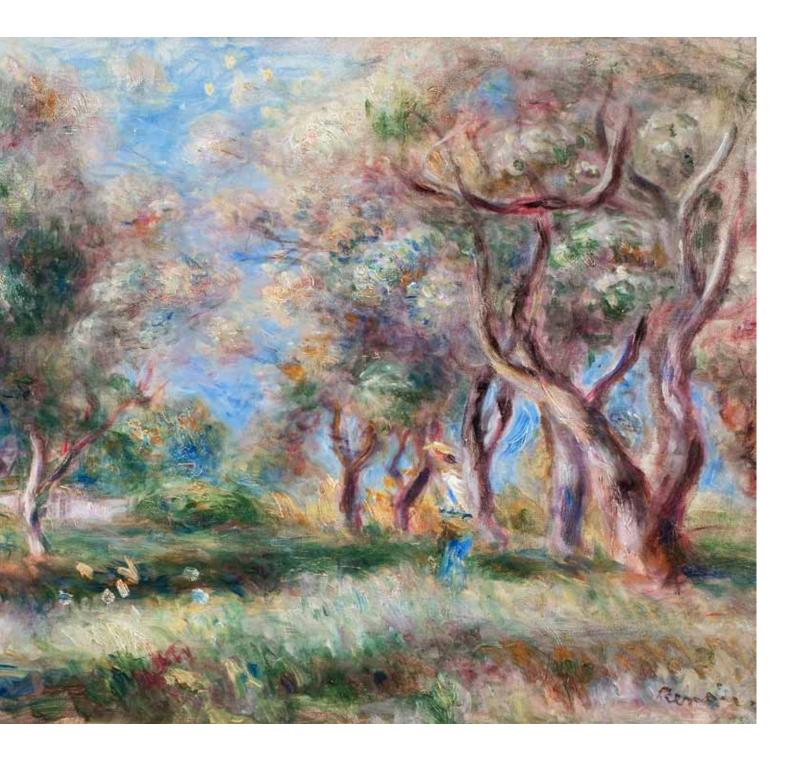
Richard Green, London, no. BA40MS. Acquired from the above by the present owner.

Literature

J. Meier-Graefe, *Renoir*, Leipzig, 1929, no. 366 (illustrated p. 385; incorrectly dated 1911).

G-P. & M. Dauberville, *Renoir: catalogue raisonné des tableaux, pastels, dessins et aquarelles 1903-1910*, Vol. IV, Paris, 2012, no. 2900 (illustrated p. 134).







Pierre-Auguste Renoir, *Portrait of Maurice Gangnat*, 1916

Painted at Les Collettes in 1909, *Les oliviers de Cagnes* dates from a period of great artistic and financial fruition for Renoir, who by the beginning of the twentieth century was firmly established as one of the leading artists of the Impressionist movement. Struck with rheumatism at the height of his career, he had been advised by his doctor to move to a warmer climate and bought the farm of Les Collettes in 1907. Located on a hillside overlooking the medieval town of Cagnes on the Mediterranean coast, Renoir was so captivated by its rural nature that he left the original buildings untouched and instead built a new house in the grounds for his family to move into in 1908.

This move has been credited as heralding Renoir's return to the landscape genre with a renewed vigour. Les Collettes and its environs would become an endless source of inspiration for the artist and works such as *Les oliviers de Cagnes* have been hailed as amongst the most radiant of his career. The present work shows the gnarled olive trees in Renoir's sun-drenched garden, a feature so characteristic of his Cagnes landscapes that his son, Jean, recalled them with great affection:

'In the course of their 500 year lives, winds and drought, storms, frost, cropping and neglect have given them the strangest shapes. Some trunks resemble barbaric divinities. Their branches bow, twisting together to form motifs that even the boldest artist would never have dared to conceive [...] The very tall trees have an unusual majesty and an airy weightlessness. Their silver foliage casts delicate shadows. There are no sharp contrasts between the shadows and the light' (quoted in G. Adriani, *Renoir*, Cologne, 1999, p. 294). Renoir typically eschewed black as a colour and in *Les oliviers de Cagnes* instead models the shadows with russets, dark green and blue hues, allowing the eye to dance across the composition uninterrupted. The artist described the challenge that the olive trees of Cagnes presented in a letter to René Gimpel in 1918:

'The olive tree, what a brute! If you realised how much trouble it has caused me. A tree full of colours [...] Its little leaves, how they've made me sweat! A gust of wind, and my tree's tonality changes. The colour isn't on the leaves, but in the spaces between them' (quoted in J. House, *Renoir*, exh. cat., London, Hayward Gallery, 1985, p. 277).

The gust of wind and colourful trees that Renoir describes are perfectly evoked in the present composition. The arabesque shapes formed by the tree trunks and branches are emphasised by their modelling in soft curlicue brushstrokes which appear to sway beneath our gaze. This movement is echoed in the lilting sweeps which form the bright blue sky and the sun-dappled grass which rustles softly in the summer breeze. Renoir's preference for gentle, rounded brushwork and layers of transparent colours may in part show the influence of his early training as a porcelain painter from 1854 to 1858.

The strong Mediterranean sunlight encouraged Renoir to brighten his already vivid palette and led to an increasing use of red in all its nuances to capture the ruddy Provençal earth. Flecks of red appear throughout the trees and grass, leading our eye around the work, while the blue of the figure's apron echoes the piercing blue of the sky and the cooler shadows in the foreground. The heat of the southern sun can be felt in the bleached tree trunks and occasional dash of arid yellow foliage.

Renoir's landscapes from this period were typically painted on a smaller scale, but despite their intimate size are full works, densely painted and highly coloured. The surface of his canvases likewise becomes more enriched during his time at Les Collettes, with an emphatic lack of empty spaces. Figures increasingly merge with their surroundings, as man and nature alike are gently enveloped in the artist's bright palette and soft brushwork. This sense of universality, combined with Renoir's choice of scenery and warm light, illustrates his belief that a painting should be attractive to look at, bringing pleasure to both the artist and the viewer. He told the younger artist Albert André, 'I like a painting which makes me want to stroll in it' (quoted in J. House, *op. cit.*, p. 14).



Villa Les Collettes, residence of Renoir during the last years of his life from 1907-1919, Cagnes-sur-Mer, France



Jean-Antoine Watteau, The Halt during the Chase, circa 1720

In this aspect, Renoir remained apart from his Impressionist contemporaries who painted the modern world as they saw it, unembellished and un-idealised. Renoir's oeuvre maintained a distance from artistic doctrine, politics or the developments in photography and cinema which influenced so many others. His timeless compositions offer a refuge from modernity and indeed, by the time *Les oliviers de Cagnes* was painted, Renoir was increasingly looking back to eighteenth century classicism.

Like his fellow artists, Renoir grew increasingly dissatisfied with the modes of traditional Impressionism by the end of nineteenth century and sought a new direction. Upon settling on the shores of the Mediterranean he rediscovered his love of classical antiquity, as well as his early interest in artists such as Watteau, Fragonard and Delacroix, whose works he had studied at the Louvre as a young student. Renoir found similarities in his idyllic surroundings with Watteau's landscapes in particular.

In the present work Renoir references the tradition of French landscape painting not only through his choice of subject but also with his use of a framing device - the olive trees are pleasingly arranged in order, balanced on either side of the composition to form a pathway to the landscape beyond. The branches also serve as a screen to separate foreground and background. Renoir's return to a more structured and ordered composition marks a decided move away from the looser and more informal landscapes of his early Impressionist oeuvre.

The light which suffuses Renoir's later landscapes found its roots not in Impressionism, the artist argued, but in the Old Masters. Upon returning from three years of travel around Europe in 1881-1883, Renoir praised the light in Raphael's frescoes in Rome: 'I will, I think, have gained that grandeur and simplicity of the ancient painters. Raphael, who didn't work outdoors, had nevertheless studied sunlight since his frescoes are full of it' (quoted in B. Ehrlich-White, *Renoir: His Life, Art and Letters*, New York, 1988, p. 114). Reinforcing his belief that it was not always necessary to paint *en plein air* in order to capture the effects of light, Renoir increasingly followed Corot's advice that a canvas started outside was best finished in the studio.

Highly evocative of time and place, *Les oliviers de Cagnes* illustrates both its Impressionist and classical influences and stands testament to Renoir's joyful reworking of the landscape genre in the early twentieth century.

The present work was originally owned by Maurice Gangnat, a retired industrialist who first visited Renoir's studio in 1904. He soon became a firm friend of the artist and a regular guest at the villa in Cagnes where this work was painted. Gangnat was particularly fond of Renoir's figure studies and his sun-drenched Mediterranean landscapes, amassing a collection of over 150 of the artist's works by the time of Renoir's death.

Professor Sir Kenneth Murray FRS FRSE FRCPath (30 December 1930 – 7 April 2013) and his wife Lady Noreen Elizabeth Murray (née Parker) CBE, FRS FRSE (26 February 1935 – 12 May 2011) were both molecular biologists. They and their team developed the vaccine against hepatitis B, the first genetically-engineered vaccine approved for human use. Together they founded the Darwin Trust of Edinburgh, a charity supporting young biologists in their doctoral studies. This charity, of which Sir Kenneth was Chairman, will benefit from the sale.



9 AUGUSTE LOUIS LEPÈRE (1849-1918)

Pêcheur au bord de la Seine à Saint-Denis signed 'A. Lepere' (bottom rim) and stamped 'LAURIN / B.Ia.R' (underneath the rim) glazed ceramic vase 50cm(19 11/16in) high Executed in 1876

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

Exhibited

Paris, Salons de 1878, no. 3336 (titled *Péniches amarrées au bord de la Seine*). Rouen, Musée de la Céramique, *Emaux atmospherique, la céramique impressionniste*, 4 June - 26 September 2010, no. 102 (illustrated p. 164).



10 AR **PABLO PICASSO (1881-1973)** *Joueur de diaule et danseuse* dated '20./2./57' (underneath) glazed ceramic plaque 16.7cm(6 9/16in) diameter Conceived on 20 February 1957; this work is unique

£13,000 - 18,000 €16,000 - 22,000 US\$22,000 - 30,000

The authenticity of this work has kindly been confirmed by Monsieur Claude Ruiz Picasso.

Provenance Succession Picasso, no. 58222. Private collection, France.



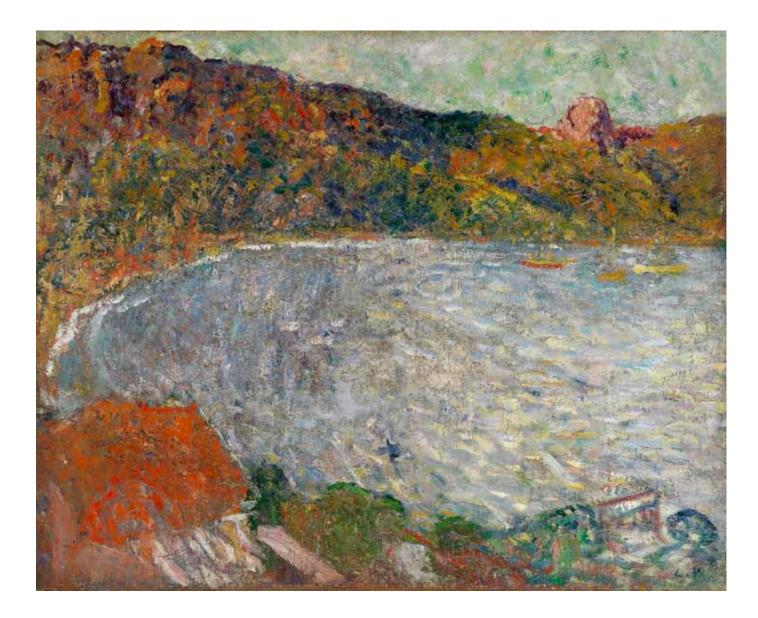
11 AR **LOUIS VALTAT (1869-1952)** *La baie d'Agay* signed with artist's initials 'L.V' (lower right) oil on canvas *66 x 81.5cm (26 x 32 1/16in).* Painted *circa* 1894

£50,000 - 70,000 €61,000 - 86,000 US\$84,000 - 120,000

Provenance Private collection, Paris.

Literature

J. Valtat, *Louis Valtat, catalogue de l'oeuvre peint, 1869-1952*, Vol. I, Paris, 1977, no. 2849 (illustrated p. 317).



12 * **PAUL GAUGUIN (1848-1903)** *Bouquet de roses* signed and dated 'p Gauguin 84' (lower right) oil on canvas 46.4 x 55.4cm (18 1/4 x 21 13/16in). Painted in 1884

£800,000 - 1,200,000 €980,000 - 1,500,000 US\$1,300,000 - 2,000,000

This work will be included in the critical catalogue of the work of Paul Gauguin being prepared by the Wildenstein Institute.

Provenance Private collection, Switzerland.



Paul Gauguin in front of one of his canvases, *circa* 1893





Paul Gauguin, Bouquet, 1884

BELINDA THOMSON

Honorary Professor, History of Art, University of Edinburgh Guest Curator of the 2010 Tate exhibition, *Gauguin: Maker of Myth*

Gauguin is an artist full of surprises. Who would have associated the enigmatic painter of Tahitians with this delightfully fresh and uncomplicated Bouquet de roses? Previously unknown even to Gauguin scholars, it is a most welcome discovery.[i] But of course, Gauguin painted still lifes throughout his career. Some of these, from his debut in the mid-1870s, look like demonstrations of his talent and follow the conventions of realist painting. For instance he painted oysters, glasses and bottles for their reflective surfaces, fruits of assorted shapes and tints that cast shadows onto crisply folded white linen tablecloths, the classic trompe l'oeil device of the foreshortened knife. Indeed an early example, painted on a rough wooden support, depicts roses in a glass (W. 25, now lost). Soon Gauguin began to devise more idiosyncratic compositions. Flowers arranged in distinctive containers were sometimes coupled with a mandolin or sheet music or set against a "tapis" (rug or table cloth) of quite complex pattern. Gauguin regularly included still lifes in his submissions to the Impressionist exhibitions. The strikingly unusual, moderately sized painting Les Deux pots (W. 60, Art Institute of Chicago) may well have been the Nature morte he exhibited at the 5th Impressionist exhibition in 1880 and he showed floral still lifes in 1881, 1882 and 1886 as well.

Bouquet de Roses, however, makes no attempt to intrigue by juxtposing disparate objects. It is painted on a standard size 10 portrait canvas, probably prepared and stretched by the artist himself.[ii] This was a practice he had begun in 1879.[iii] We are presented with a simple, relatively conventional arrangement of

yellow roses in a straight-sided blue-grey ceramic receptacle, which seems to have a curved handle placed on a slant: possibly a pottery tankard, possibly a two-handled vase, its oblique position prevents our knowing. Unlike other such receptacles it does not occur in more than one of the artist's compositions. The six visible roses are shown at different stages of maturity: one is still a bud, two are half open, two fully so. As though they have only just been arranged, the sixth rose lies on a table or sideboard partially covered with a rumpled piece of blue material, whose main purpose is surely to provide a colour contrast. A distinction can be made between Gauguin's careful handling of the flowers themselves and his freer treatment of the background where the brushstrokes form visible vertical striations. Nevertheless there are some guite emphatic and bold red and blue dabs used in the rose to the far left, and to emphasise the contours of the vase handle and the rose to lower right Gauguin has used the end of his brush to score into the paint surface. The particular variety of rose, with its delicate creamy yellow petals tinged with apricot (the colour used for the signature), is probably identifiable to a rose fancier: in colour resembling the 'Peace' rose, its flowers are perhaps too small, suggesting instead a climbing rose such as 'Easlea's Golden Rambler'.[iv] The blooms are palpable and totally convincing and one notices the precise tone chosen for the slightly limp serrated leaves - a dull blue green.

Although Edouard Manet painted many casual and spontaneouslooking floral still-lifes - and several had been recently displayed in the artist's posthumous exhibition[v] - the artist most closely





Henri Fantin-Latour, Yellow Roses, 1883

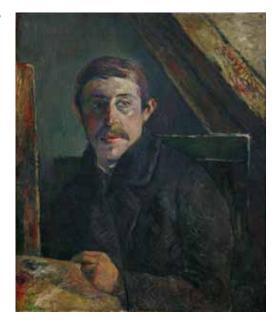
associated with still-lifes of roses at this period was Henri Fantin-Latour. Gauguin, like other artists, would have been aware that this aspect of Fantin's work had been enjoying success on the British market for decades (witness the presence, today, of Fantin-Latour still lifes in many British public collections). This was thanks in no small part to the active promotion of his friends and dealers Edwin and Ruth Edwards, but right into the 1880s, after they had fallen out, Fantin's steady income from flower painting left him free to explore other more personal and imaginative, but less marketable, subject matter. So did Fantin-Latour perhaps serve as a practical example for Gauguin at this critical juncture in his career, leading him briefly to explore the popular genre of floral still life? In 1884, after all, Gauguin had only recently decided to "work night and day and take the bull by the horns" to prove that he could earn a living through his brush.[vi] Previously he had been a shrewd player of the Paris money markets and, as his mentor Camille Pissarro was persuaded, his determination and business acumen would ensure that he succeeded in his mid-career change of vocation, come what may. Although one does not readily associate the two artists' names, Gauguin mentions Fantin-Latour respectfully in *Racontars de rapin*, the essay he sent to André Fontainas in Paris from the Marguesas Islands in 1902.[vii] In his roll-call of the significant French artists of the second half of the nineteenth century, he placed Fantin-Latour after Degas and Puvis de Chavannes (both of whom he revered) and before Cazin. Gauguin departs from Fantin-Latour's practice of using a warm neutral brown background however: in Bouquet de roses, he selects, instead, varying tints of guite bold blue, stronger for the fabric on the table top, paler for the wall behind the flowers.

If the canvas surely dates to the early summer, in keeping with the season for these roses, the date, 1884, clearly inscribed alongside his signature in the typical way he had of signing that year, may hold the clue to the work's surprisingly sweet and gentle character.[viii] 1884 was a lean year in France, when a major financial crisis was affecting the whole French economy, including the Impressionists' dealer Paul Durand-Ruel. Devising schemes to circumvent the dealer of whom he was vehemently critical, Gauguin was actively cultivating patrons in Paris, Rouen and Scandinavia. Gauguin had brought his family to Rouen from Paris in order to reduce their living costs. Initially, he had believed he could find buyers in this city of rich merchants, planning to build up contacts notably among the Scandinavian traders.[ix] With this end in sight Gauguin painted a number of still lifes, mainly of flowers, as well as landscapes of the locality. Gauguin was in the habit of classifying his style and subject matter according to the "douce/raide" opposition, where "douce"

meant pleasing and "raide" meant difficult, uncompromising. Thus, when sending works to be included in the Christiania Kunstudstilling in Norway that autumn, Gauguin chose "eight canvases, the largest of which is size 30 and the smallest size 10, all painted here and in my most uncompromising manner. I wanted to present myself there violently rather than in a half-hearted way."[x] Among his still lifes, one would undoubtedly put a work such as Bouquet de roses or indeed Sorbier (Rowan) (fig.) on the "douce" side, while on the more "raide" side one might place a still life such as Capucines et dahlias dans une corbeille, 1884 (W. 150, Oslo National Gallery), which is thought to be one of the eight canvases Gauguin sent to Norway. This identification has been made on the basis of its provenance, for Capucines et dahlias and two other exhibited works all passed through the collection of Pauline Horst, née Gad, Gauguin's sister-inlaw who was briefly married to Hermann, the brother of Fritz Thaulow the Norwegian painter. Another work thought to have been exhibited in Oslo was Clovis endormi, 1884, (W. 151, Private Collection) whose dimensions are identical to those of Bouquet de Roses. By November 1884, however, giving up the struggle in Rouen, the Gauguins moved on to Copenhagen where Mette could earn money from translation work and had her family for support, while Gauguin would seek to earn a living as representative of the Dillies tarpaulin firm from Roubaix.

We have little information about the early history of *Bouquet de Roses*. It was apparently given by the artist to its first owner, and may have been painted specifically for that individual. Several of the 1884 works are dedicated to friends who had supported Gauguin - for instance, Emile Schuffenecker - or to acquaintances made in Rouen such as the Manthey family whose name appears on two works, a landscape and a portrait. A still life is dedicated to Theodor Gad, his brother-in-law (W. 145, National Gallery of Art, Washington); a landscape of Rouen and the Seine valley is dedicated, perhaps retrospectively, to "mon ami William Lund" (W. 123).

Given the elaborate meanings that could be attached to the composition of a bouquet in the nineteenth century, one wonders whether these yellow roses carried any symbolic meaning in Gauguin's mind. It seems doubtful. At any event such symbolic meanings could be contradictory. According to the *Nouveau langage des fleurs*, 1871, yellow roses signified "amour conjugal". [xi] According to the popular *Le Petit Langage des fleurs*, which went through many editions, yellow roses had a less positive meaning: they represented "infidélité". [xii]



Paul Gauguin, Self-portrait, 1885



Paul Gauguin, circa 1891

Footnotes:

[i] Bouquet de roses will be included in a future supplement of the Wildenstein catalogue raisonné. See Daniel Wildenstein (ed.), *Gauguin: premier itinéraire d'un sauvage, catalogue de l'oeuvre peint* (1873-1888), compiled by Sylvie Crussard and Martine Heudron, 2 vols. Paris and Milan, 2001. References to this catalogue are henceforth given as "W." followed by the relevant catalogue number.
[ii] For the standard sizes of stretchers and canvases, see Anthea Callen, *The Art of Impressionism, Painting technique & the making of modernity*, Yale 2000, p. 15.

[iii] Gauguin told Camille Pissarro, in a letter of 26 September 1879, that he had started to stretch his own canvases and had a carpenter to make the stretchers for him, pleased to be saving money in this way. cf. Victor Merlhès (ed.), *Correspondance de Paul Gauguin*, vol. 1, 1873-1888, Paris, 1984, 11, p. 16.

[iv] cf. Roy Hay and Patrick M. Synge, *The Dictionary of Garden Plants*, 1969, Rosa 'Easlea's Golden Rambler,' 1989, pp. 249, 353.
[v] This took place at the Ecole des Beaux-Arts in January 1884.
[vi] "je veux travailler jour et nuit prendre le taureau par les cornes", Letter to Camille Pissarro, 11 October 1883, in Merlhès, *op. cit.* 1984, 41, p. 55.

[vii] Victor Merlhès, ed., Gauguin, *Racontars de rapin*, fac-similé du manuscrit, Taravao, Tahiti, 1994.

[viii] I am grateful to Sylvie Crussard for confirming these points about technique and signature. Communication with the author, 14 May 2014.

[ix] Gauguin's plan to "exploiter les Scandinaves de Rouen" was mentioned by the artist Federico Zandomeneghi in a letter to Camille Pissarro of 22 November 1883, cited in Merlhès, *op. cit.* 1984, p. 58.
[x] "Mon envoi se compose de huit toiles dont la plus grande est de 30 et la plus petite de 10, toutes faites ici et les plus raides. J'ai voulu aller là-bas violemment plutôt qu'à moitié. » Letter from Gauguin to Camille Pissarro of late September 1884, in Merlhès, *op. cit.* 1984, 53, p. 68.

[xi] *Le Nouveau Langage des fleurs* avec introduction de Pierre Zaccone, Hachette, Paris, 1871.

[xii] Le Petit langage des Fleurs, éditions de l'aube, 2004, probably a reprint of T. Lefèvre, Petit langage des fleurs, Paris, 1883.

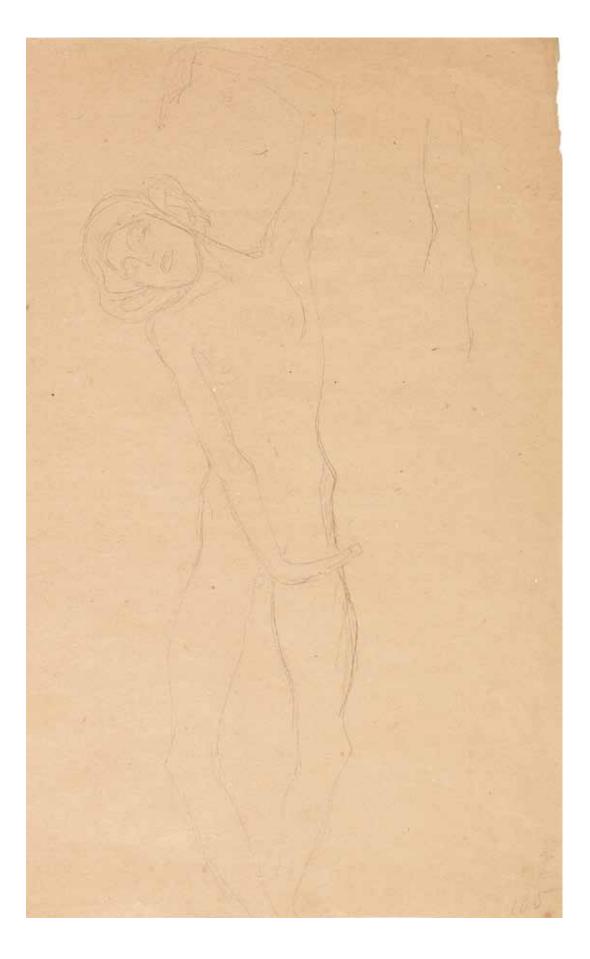
13 **GUSTAV KLIMT (1862-1918)** *Liegender Akt nach links* black crayon on paper 43.9 x 32.2cm (17 5/16 x 12 11/16in).

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

This work will be included in the *Supplement Volume of the Drawings by Gustav Klimt* currently in preparation by Marian Bisanz-Prakken from the Albertina Museum, Vienna.

Provenance

Bruno Touschek, Austria. Thence by descent to the present owner.



14 * AR PABLO PICASSO (1881-1973)

Femme assise

signed 'Picasso' (lower left) and dated 'Samedi / 3.6.72.' (centre left) India ink on paper 29.6 x 21cm (11 5/8 x 8 1/4in). Executed on 3 June 1972

£40,000 - 60,000 €49,000 - 74,000 US\$67,000 - 100,000

Provenance

Galerie Louise Leiris, Paris, 1972, no. 015566. Private collection, Japan.

Exhibited

Paris, Galerie Louise Leiris, *Picasso, 172 Dessins en Noir et en Couleurs*, 21 November 1971 - 18 August 1972, no. 73.

Literature

C. Zervos, *Pablo Picasso*, Vol. 33, Paris, no. 406 (illustrated p. 147). The Picasso Project, ed., *Picasso's Paintings, Watercolors, Drawings and Sculpture: The Final Years, 1970-1973*, San Francisco, 2004, no. 72-141 (illustrated p. 314).



PREVIOUSLY IN THE COLLECTION OF HANS ARP

15 AR

KURT SCHWITTERS (1887-1948)

Ohne Titel (Collagierte Bildpostkarte Das Undbild) paper collage on card 10.6 x 8.2cm (4 3/16 x 3 1/4in). Executed circa 1930

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

Dr. Isabel Schulz from the Kurt Schwitters Archiv at the Sprengel Museum, Hannover, has kindly confirmed the authenticity of this work and that it corresponds to no. 1716 in volume II of the *catalogue raisonné*.

Provenance

Hans Arp, Meudon. François Arp, Paris, 1996 (by descent from the above). Johannes Wasmuth, Remagen, 1996-1997. Private collection, London, 1997.

Literature

K. Orchard & I. Schulz, eds., *Kurt Schwitters, catalogue raisonné*, Vol. II, *1923-1936*, Hannover, 2003, no. 1716 (illustrated p. 338).



16 OTTO FREUNDLICH (1878-1943) Sans titre signed with initials 'O.F.' (lower right) India ink on paper 27.5 x 21.8cm (10 13/16 x 8 9/16in). Executed circa 1930-1932

£3,500 - 5,500 €4,300 - 6,800 US\$5,900 - 9,300

The authenticity of this work has kindly been confirmed by Madame Edda Maillet from *Les amis de Jeanne et Otto Freundlich* and will be included in the forthcoming *catalogue raisonné* in preparation.

Provenance

Private collection, Brussels. Private collection, Paris.

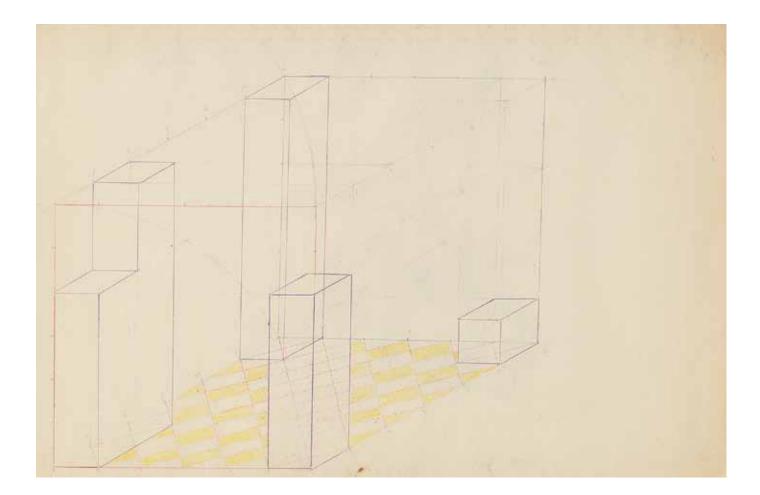


17 **PAUL KLEE (1879-1940)** *Bildnerische Gestaltungslehre: Anhang* inscribed with the artist's numbering (throughout) pencil and coloured pencils on paper 20.8 x 30cm (8 3/16 x 11 13/16in).

£4,000 - 6,000 €4,900 - 7,400 US\$6,700 - 10,000

The authenticity of this work has kindly been confirmed by the Zentrum Paul Klee.

This work forms part of the material from Paul Klee's *Theory of Pictorial Configuration* at the Bauhaus in Dessau.



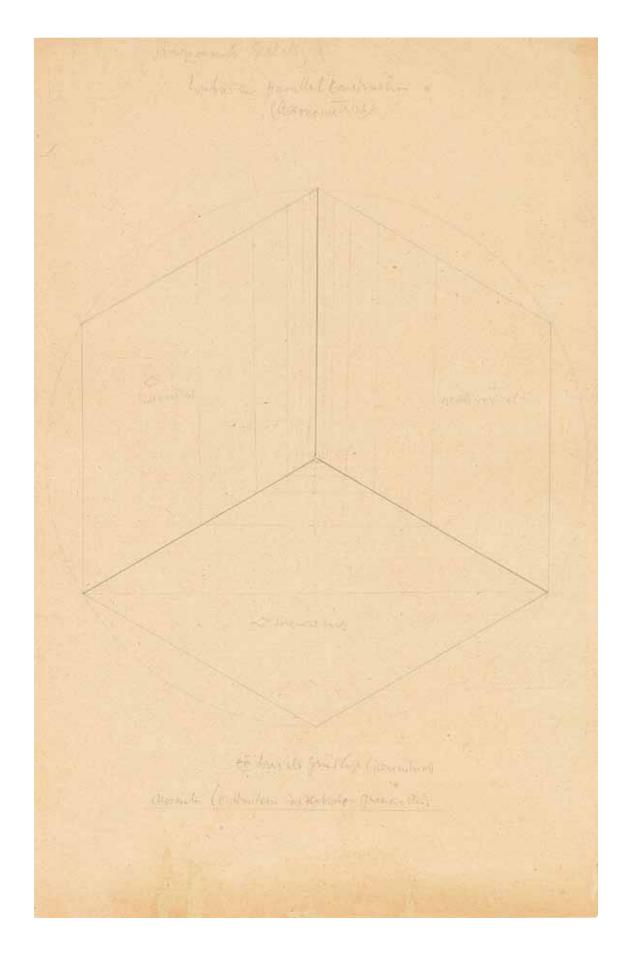
18 PAUL KLEE (1879-1940)

Bildnerische Gestaltungslehre: III.24 Stereometrische Gestaltung inscribed with the artist's notes (throughout) pencil on paper 33.3 x 21cm (13 1/8 x 8 1/4in).

£4,000 - 6,000 €4,900 - 7,400 US\$6,700 - 10,000

The authenticity of this work has kindly been confirmed by the Zentrum Paul Klee.

This work forms part of the material from Paul Klee's *Theory of Pictorial Configuration* at the Bauhaus in Dessau.

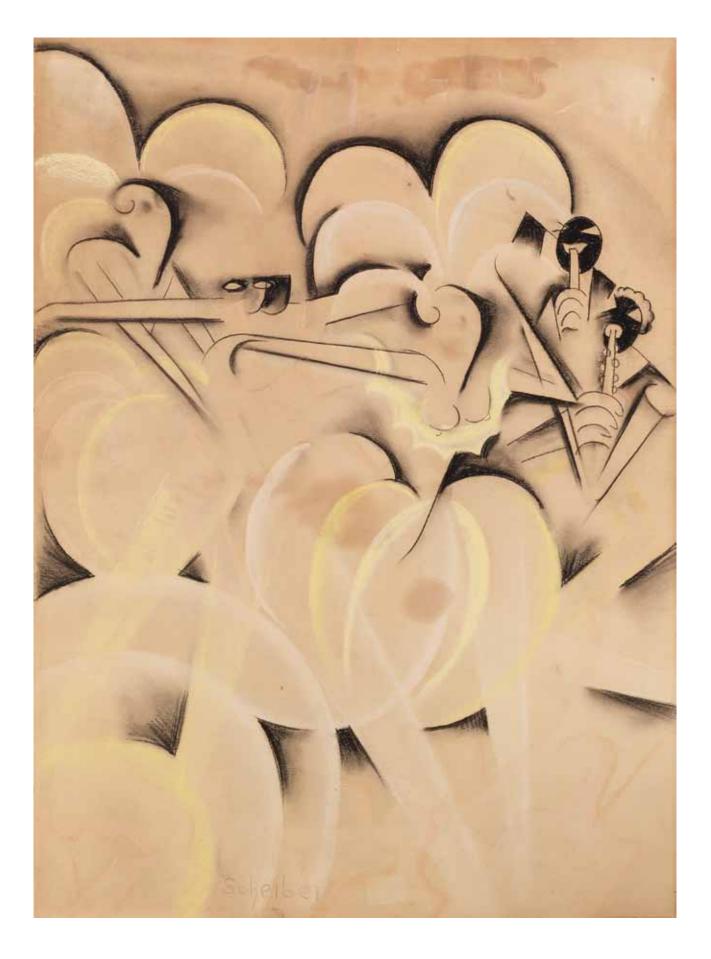


19 AR **HUGÓ SCHEIBER (1873-1950)** *Jazz band* signed 'ScheiberH' (lower centre) charcoal and pastel on paper 60 x 43.7cm (23 5/8 x 17 3/16in). Executed *circa* mid 1920s

£3,000 - 5,000 €3,700 - 6,100 US\$5,100 - 8,400

Provenance

Paul K. Kovesdy Collection, New York.



20 AR ERICH HECKEL (1883-1970)

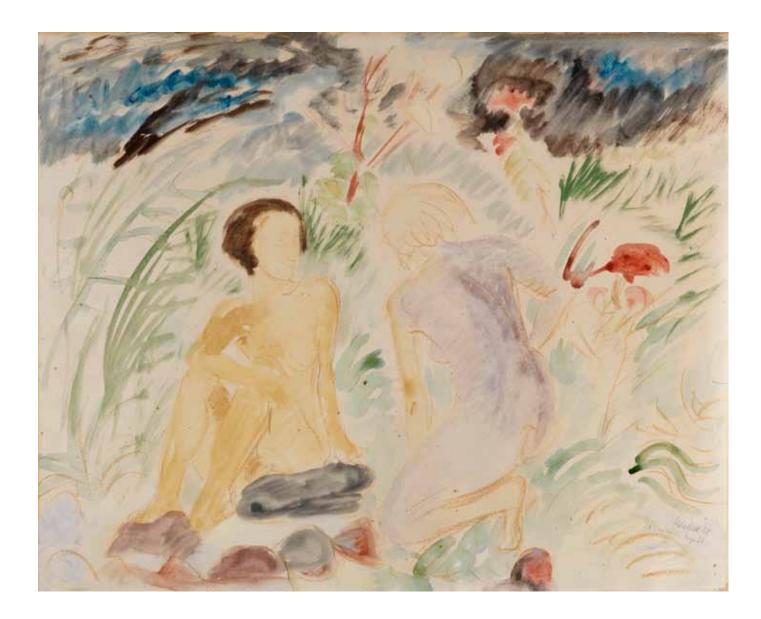
Zwei Frauen im Gespräch signed, inscribed, dated and indistinctly numbered 'Heckel 28/-2 Frauen im Gespräch-/...3683' (lower right) watercolour and pastel on paper 54.4 x 68.5cm (21 7/16 x 26 15/16in). Executed in 1928

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

The authenticity of this work has kindly been confirmed by Mr. Hans Geissler, and is registered in the *Erich Heckel Stiftung* archives.

Provenance

Galerie Franke, Munich. Private collection, Germany, 1955 (acquired from the above). Thence by descent to the present owner.



21 AR

ERICH HECKEL (1883-1970) Blick auf die Küste und den Strand bei Taormina signed and dated 'Heckel 36' (lower right) gouache, watercolour and pastel on buff paper 55.4 x 68.6cm (21 13/16 x 27in). Executed in 1936

£6,000 - 8,000 €7,400 - 9,800 US\$10,000 - 13,000

The authenticity of this work has kindly been confirmed by Mr. Hans Geissler, and is registered in the Erich Heckel Stiftung archives.

Provenance

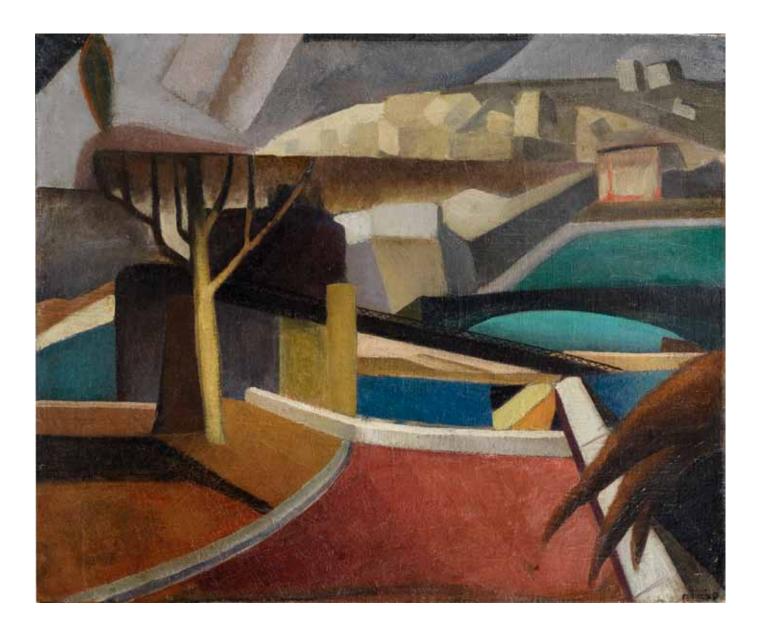
Private collection, Germany. Thence by descent to the present owner.

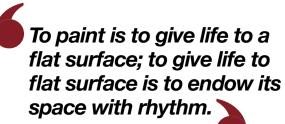


22 **PIERRE HODÉ (1889-1942)** *Paysage*

Paysage signed 'P Hode' (lower right) oil on canvas 50 x 61.1cm (19 11/16 x 24 1/16in).

£20,000 - 30,000 €25,000 - 37,000 US\$34,000 - 51,000





(A. Gleizes, 'La peinture et ses lois: ce qui devait sortir du Cubisme', *La Vie des Lettres et des Arts*, March 1923, p. 41).

23 AR **ALBERT GLEIZES (1881-1953)** *Sans titre* signed and dated 'Alb Gleizes 24-28' (lower right) oil on panel 160.1 x 70cm (63 1/16 x 27 9/16in). Painted *circa* 1924-1928

£200,000 - 300,000 €250,000 - 370,000 US\$340,000 - 510,000

The authenticity of this work has kindly been confirmed by Madame Anne Varichon, and she kindly confirms that it relates to no. 1215 in the *catalogue raisonné*.

Literature

A. Varichon, *Albert Gleizes, 1881-1953: catalogue raisonné*, Paris, 1998, no. 1215, p. 395 (illustrated p. 394)







Albert Gleizes, Mural Paintings for the new amphitheatre of the École de la Pharmacie de Paris or Mural composition, 1924

Albert Gleizes, circa 1916

Albert Gleizes was in almost every sense a radical Cubist, yet he was perhaps the most enduring and committed proponent of them all (C. Green, *Cubism and its enemies*, London, 1987, pp. 84-89). Throughout his career Gleizes never ceased to define himself as a Cubist and, while his work reflected formal developments, in theoretical terms he remained faithful to his conceptualisation of its tenets. Like his paintings, Gleizes had many facets. He cemented his position as a forerunner of the Cubist movement with Jean Metzinger in their highly influential treatise on the nature of Cubism, *Du Cubisme* in 1912, and he continued to explore and interrogate the possibilities of Cubist practice concurrently as a painter, writer, teacher and founder of artistic communities.

Du Cubisme was to propel Gleizes to the centre of the Paris *avant-garde* scene in 1912. However by 1919 the cohesiveness of the Cubist movement was destroyed and Gleizes found his theory leading him in new, authentic directions which even the champions of Cubism would have struggled to appreciate (C. Green., *op. cit.* p. 89). Consequently, his work from this period is unlike anything that was being done by his contemporaries, and was rarely seen as he deliberately set himself apart from the capricious tendencies of the Paris art world.

Furthermore, his marriage to Juliette Roche provided him with a financial security which enabled him to work independently without concern for artistic fashions and material gain.

In the beginning of the 1920s Gleizes extended and clarified his earlier conceptualisations on the function of art and its implications for Cubism. He formulated his theory in a text entitled La Peinture et ses lois first published in the periodical La vie des lettres, then later as a book in 1924 (the year of the present work). Gleizes concluded during this decade that the organisation and composition of the painting was more important that the subject itself. It was the relationship between form and shape and the internal rhythms generated within the painting which could most acutely parallel the sensed rhythms pertaining to time and space within the universe. These abstract rhythms gestured towards a universal and collective art which would engage the spectator on a fundamental perceptive level, appealing to 'people who can only respond to paintings by means of their feelings, their tenderness.' (A. Gleizes quoted in P. Brooke, Albert Gleizes, for and against the twentieth century, London, 2001, p. 102).



Splendour...is what above all characterises the art of Albert Gleizes. He brings to contemporary art a moving originality. Before him, this was not found among many modern painters. This splendour stirs the imagination. It provokes the imagination and, considered from a visual point of view, it represents the infinity of all things.

(G. Apollinaire, The Cubist Painters: Aesthetic Meditations, 1913, New York, 1944, pp. 50-51).

Abstraction for Gleizes was not however an end in and of itself, and he approached it conceptually rather than visually. Many of his paintings from this period retain representational elements usually based on the motif of landscape or the human figure. Sans titre issues from a series of paintings titled *Figure en bleu* that Gleizes completed at this time. In these works the flat, interlocking shapes have, on occasion, been inflected just enough to coalesce into a Cubist representation of 'woman'. In some iterations from the series we can detect the notional elements of facial features: the curve of a nose, an arch of an eye, yet these suggestions disintegrate in subsequent examples, such as *Sans titre*, into a vibrant disequilibrium of colour and shape.

In contrast to the austere, sombre palette of his Cubist contemporaries, Gleizes' compositions from the twenties are characterised by a confident luminosity which invests his painting with additional dynamism. *Sans titre* is composed primarily of large geometric forms in green, red and blue which converge towards a large black area to the lower centre. These sumptuous configurations are then animated by a lively surface pattern, in which the variation of line and shape from staccato to lyrical, curved to angular, is heightened by the dissonance and harmony of abutting colour. The large and impressive format of *Sans titre* also echoes Gleizes' concerns at the time for a collective and communal art. The mural and more specifically the mural art of the Middle-Ages was of particular interest to him as he sought to abolish the distinction between easel painting and decoration, a distinction which he believed to be a false and pernicious one (D. Robbins, *Albert Gleizes 1881-1953: A Retrospective Exhibition*, exh. cat., New York, 1964, p. 22).

In 1924 he drew up designs for a mural project in the amphitheatre of the École de la Pharmacie in Paris (Fig. 1). The tripartite structure of the three colourful panels arranged around a black cube resembles the composition of *Sans titre* in which the black section to the lower centre is framed above and to the sides by colour and a more concentrated surface pattern. In addition the tripartite nature of both works recalls the formation of triptychs from the Middle-Ages, an art form that Gleizes considered could only be matched by Cubism in its ability to make possible a universal and collective art.

24 * AR W SALVADOR DALÍ (1904-1989)

Lady Godiva avec papillons

inscribed 'Dali', stamped with the foundry mark 'Cera Persa/Perseo SA/Mendrisio' and numbered '1/8' (on the base) bronze with brown and gold patina

167cm (65 3/4 in) high

Conceived in 1976 and first cast in 1984. This version was cast at a later date by the Perseo foundry in a numbered edition of 8 plus 4 *épreuves d'artiste* and 2 *épreuves de fonderie*

£250,000 - 400,000 €310,000 - 490,000 US\$420,000 - 670,000

Provenance

Important Private Collection, Switzerland.

Exhibited

Pommard, Chateau de Pommard, *Open Air Exhibition*, 2009 (another cast exhibited).

Shanghai, The Shanghai Art Museum, *Salvador Dalí in Shanghai*, 2009 (another cast exhibited).

London, Modern Masters Gallery, 2010 (another cast exhibited). Cannes, Galeries Bartoux, 2010 (another cast exhibited). Singapore, ArtScience Museum, *Dalí: Mind of a Genius*, 2011

(another cast exhibited).

Taipei, National Chiang Kai-shek Memorial Hall, *Dali: Mind of a Genius*, 2012 (another cast exhibited).

Kaohsiung, Kaohsiung Museum of Fine Arts, *Dali: Mind of a Genius*, 2012-2013 (another cast exhibited)

Florence, Palazzo Medici Riccardi, *The Dalí Universe Florence*, 2013 (another cast exhibited).

Lugano, Imago Art Gallery, *Tra Sogno e Realtà*, 2013-2014 (another cast exhibited).

Literature

R. & N. Descharnes, *Dali: The Hard and the Soft, Sculptures & Objects, catalogue raisonné of Dali sculpture*, Paris, 2004, no. 640, p. 248 (another cast illustrated p. 249). *Salvador Dali in Shanghai*, exh. cat., Shanghai, The Shanghai Art Museum, 2009, pp. 130-131 (another cast illustrated).
B. Levi, et al., *Dali in the Third Dimension, The Stratton Foundation Collection*, Turin, 2010, pp. 84-87 (another cast illustrated). *Dali: Mind of a Genius*, exh. cat., Singapore, ArtScience Museum, 2011 (another cast illustrated p. 25). *Dali: Mind of a Genius*, exh. cat., Taipei, National Chiang Kai-shek Memorial Hall, 2012, pp. 36-37 (another cast illustrated). *The Dali Universe Florence*, exh. cat., Florence, Palazzo Medici Riccardi, 2013, pp. 40-41 (another cast illustrated). *Tra Sogno e Realtà*, exh. cat., Lugano, Imago Art Gallery, 2013 (another cast illustrated p. 38).

Dalí, the great Surrealist master, selected the image of Lady Godiva as one of his favourites and pays homage to her sensuous and shapely female form through the conception of this sculpture. Announcing her arrival, butterflies not only hover around her and her noble steed, but also adorn her body as she plays her trumpet. Lady Godiva embodies earthly beauty, whereas the butterflies depict the ethereal otherworld.





25 AUGUSTE RODIN (1840-1917)

Balzac, masque souriant signed and numbered 'A. Rodin / No 5' (lower right), stamped and dated '© by musée Rodin 1972' (to the lower right edge), stamped 'A. Rodin' (to the interior) and stamped with the foundry mark 'Georges Rudier / Fondeur.Paris' (to the verso of the socle). bronze with brownish-black and green patina 18.9cm (7 7/16in) high Conceived in 1891, this version cast in 1972

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

This work will be included in the forthcoming Auguste Rodin *Catalogue Critique de l'Oeuvre Sculpté* currently being prepared by the *Comité Auguste Rodin* at Galerie Brame et Lorenceau under the direction of Jérôme Leblay, under archive number 2013-4274B.

Provenance

Musée Rodin, Paris. Private collection, Spain (acquired from the above in 1977).

Literature

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. I, 2007, S. 475 (another cast illustrated p. 165).



26 AUGUSTE RODIN (1840-1917)

Masque de Séverine signed and numbered 'A. Rodin / No 7' (to the lower right of the hair); stamped and dated '© by MUSEE RODIN 1970' (to the right of the neck) and stamped with the foundry mark 'Susse Fondeur / Paris' (to the back of the socle) polished bronze 16.5cm (6 1/2in) high Conceived in 1893, this version cast in 1970

£7,000 - 10,000 €8,600 - 12,000 US\$12,000 - 17,000

This work will be included in the forthcoming Auguste Rodin *Catalogue Critique de l'Oeuvre Sculpté* currently being prepared by the *Comité Auguste Rodin* at Galerie Brame et Lorenceau under the direction of Jérôme Leblay, under archive number 2014-4343B.

Provenance

Musée Rodin, Paris. Private collection, Spain (acquired from the above in 1977).

Literature

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of works in the Musée Rodin*, Vol. II, Paris, 2007, S. 108 (another cast illustrated p. 649).



27 HENRI DE TOULOUSE-LAUTREC (1864-1901)

Charrettes (recto); *Croquis* (verso) stamped with the artist's monogram (lower left) pencil on paper *20.1 x 30.4cm (7 15/16 x 11 15/16in).* Executed *circa* 1879-1881

£3,000 - 5,000 €3,700 - 6,100 US\$5,100 - 8,400

Literature M. Joyant, *Lautrec II*, Paris, 1927, p. 179. M.G. Dortu, *Toulouse-Lautrec et son oeuvre*, Vol. IV, New York, 1971, no. D.1.108-1.109, p. 186 (illustrated p. 187).



28 STANISLAS LÉPINE (1835-1892)

Vue d'un village signed 'S. Lépine' (lower right) oil on canvas 15.9 x 28.4cm (6 1/4 x 11 3/16in). Painted in 1872

£4,000 - 6,000 €4,900 - 7,400 US\$6,700 - 10,000

This work will be included in the supplement to the *catalogue raisonné* of Stanislas Lépine being prepared by Monsieur Manuel Schmit.

Provenance

Anon. sale, Christie's, South Kensington, 10 December 2008, lot 54. Acquired at the above sale by the present owner.

29

EUGÈNE BOUDIN (1824-1898)

Trouville, scène de plage signed 'E. Boudin' (lower right), inscribed and dated '85 Trouville' (lower left) oil on panel *14.1 x 26.6cm (5 9/16 x 10 1/2in).* Painted in 1885

£150,000 - 250,000 €180,000 - 310,000 US\$250,000 - 420,000

Provenance

Alfred Lindon, Paris. Anon. sale, Christie's, Paris, 23 May 2007, lot 99. Acquired at the above sale by the present owner.

Exhibited

Paris, Galerie Raphaël Gérard, *Rétrospective Eugène Boudin*, April 1937, no. 33.

Literature

R. Schmit, *Eugène Boudin 1824-1898*, Vol. II, Paris, 1973, no. 1933 (illustrated p. 240).

Born in Honfleur and having spent his teenage years in Le Havre, Boudin chose to return to the familiar coastline of Normandy in his most recognisable paintings. The artist first visited the fashionable seaside resort of Trouville in the early 1860s and would return every year thereafter. Coming from a maritime background, Boudin perhaps surprisingly focuses the viewer's eye not solely on the sea views from Deauville and Trouville but rather the clusters of figures who gathered on the promenades and beaches.

Attired in crisp crinolines and formal top hats, the wealthy tourists of Boudin's compositions illustrate the newly moneyed bourgeoisie who flocked to the coast from Paris following the opening of Trouville railway station in 1863. In *Trouville, scène de plage* we see women stiffly seated on upright chairs rather than strolling on the sand or paddling at the water's edge. This somewhat formal arrangement of smartly-dressed city dwellers appears at odds with their environs and this dissonance is echoed in Boudin's palette: the artist allows the soft grey-blue sky to merge hazily into the sea, creating a contrasting backdrop to the figures at the centre of the work who are depicted in strong blacks, blues and reds, punctuated by the yellows of their bonnets.

As the son of a mariner the artist knew the sea and its rapidly changing moods well, and a sense of mutability is captured in the present work with his tactile leaden sky. Movement is implied by his lively brushwork which allows the sky and sea not to lie in flat horizontal strokes but rather curve around the figures and their parasols. Similarly, the beach is constructed with short, swiftly applied brushstrokes. No individual features can be discerned but rather a fleeting impression is captured.

Painted in 1885, *Trouville, scène de plage* shows the growing influence of Impressionism on Boudin's work in the freer, fresher brushwork when compared to his early more detailed scenes. A strong advocate of working *in situ*, Boudin believed 'everything that is painted directly on the spot has always a strength, a power, a vividness of touch that one doesn't find again in the studio' (quoted in J. Rewald, *The History of Impressionism*, London, 1973, p. 38).

Regarded as a forerunner to the Impressionist movement, it was Boudin who first introduced Monet to painting *en plein air* and is also said to have encouraged Monet's initial move from caricature to landscape painting. The two men first met at the framing shop in Le Havre where Boudin worked in the late 1850s, and remained lifelong friends. Monet happily acknowledged the older artist's formative influence on him and ascribed to him his artistic education.

The small scale of the panel Boudin uses for the present work enabled his quick summary of the scene, which translates into fluid rapid brushwork. His early paintings of Trouville were on larger scale canvases, worked up from smaller studies on panels which were easier to control in the sea breeze. By the 1880s when the present work was painted, Boudin was using this support for all of his beach scenes.



The beach at bathing time, Trouville, France, circa 1890-1900



30 AR PIERRE EUGÈNE MONTEZIN (1874-1946)

Baigneurs à Veneux stamped with the artist's signature 'Montezin' (lower right) oil on canvas 69.7 x 125cm (27 7/16 x 49 3/16in).

£30,000 - 50,000 €37,000 - 61,000 US\$51,000 - 84,000

This work will be included in the Pierre Eugène Montezin *catalogue raisonné* currently being prepared by Monsieur Jean-Pierre Klein Montezin.

Provenance Private collection, Paris.



31 ARMAND GUILLAUMIN (1841-1927)

Crozant, Le ravin de la Sedelle à la folie signed 'Guillaumin' (lower right) oil on canvas 54 x 69.4cm (21 1/4 x 27 5/16in). Painted circa 1910

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

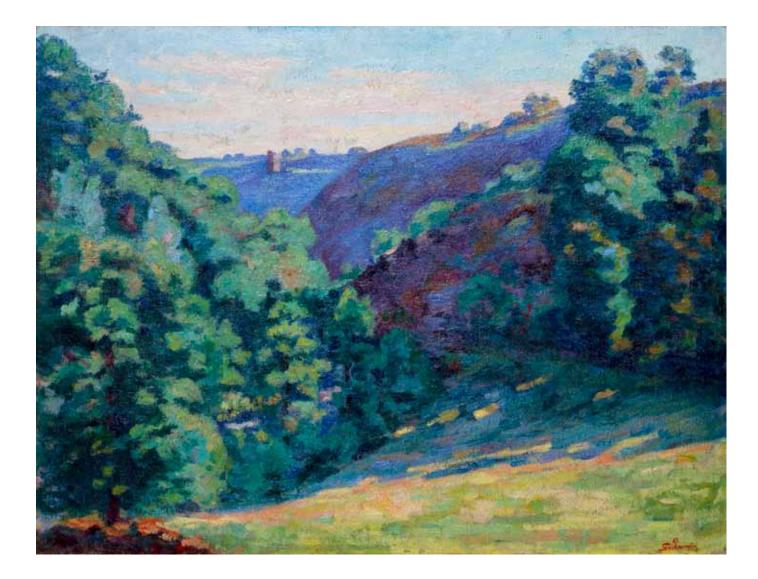
This work will be included in the forthcoming second volume of the *catalogue raisonné* being prepared by the *Comité Guillaumin*.

Provenance

Durand-Ruel, Paris. Anon. sale, Christie's, London, 22 February 1957, lot 51.

Literature

G. Lecomte, Guillaumin, Paris, 1926, no. 815 (illustrated).



32 AR **GEORGES D'ESPAGNAT (1870-1950)** *Vase de fleurs* signed with the artist's initials 'gdE' (lower left)

oil on canvas 45.7 x 55cm (18 x 21 5/8in).

£5,000 - 7,000 €6,100 - 8,600 US\$8,400 - 12,000

The authenticity of this work has kindly been confirmed by Monsieur Jean-Dominique Jacquemond.

Provenance

Arthur Tooth & Sons, London. Anon. sale, Christie's, London, 24 June 1997, lot 172. Anon. sale, Christie's, London, 25 June 1998, lot 169. Anon. sale, Christie's, South Kensington, 28 November 2007, lot 104. Acquired at the above sale by the present owner.



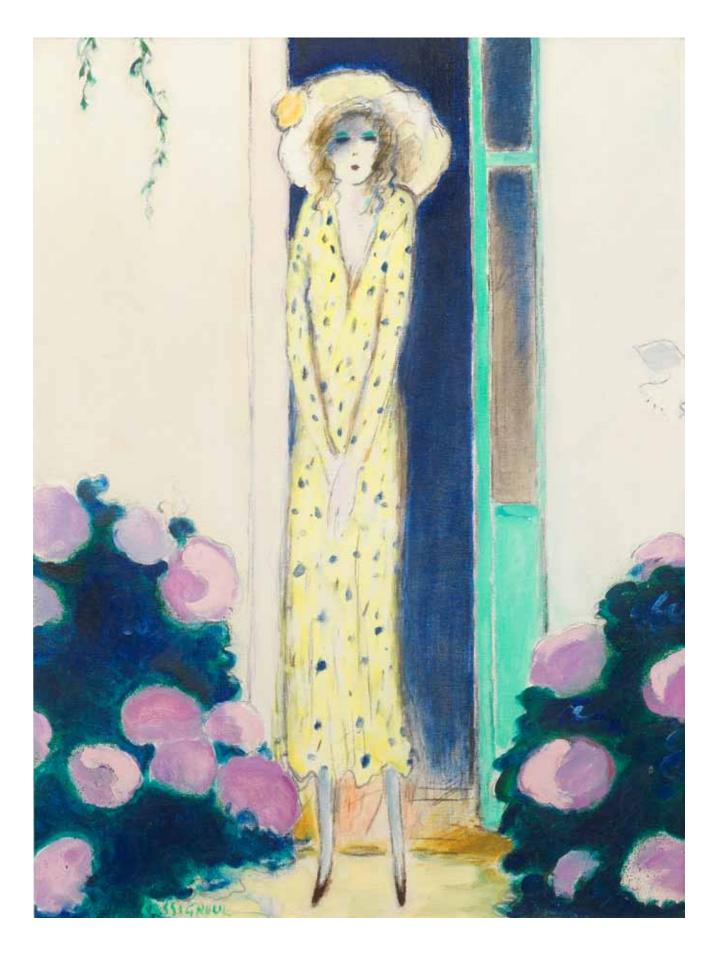
33 AR **JEAN-PIERRE CASSIGNEUL (BORN 1935)** *Devant la porte* signed 'CASSIGNEUL' (lower left) oil on canvas 80.6 x 59.7cm (31 3/4 x 23 1/2in). Painted in 1974

£30,000 - 50,000 €37,000 - 61,000 US\$51,000 - 84,000

The authenticity of this work has kindly been confirmed by Monsieur Jean-Pierre Cassigneul.

Provenance

Windsor & Eton Fine Arts Co. Ltd., Windsor (subsequently Messum's, London). Acquired from the above by the present owner.



34 AR MOÏSE KISLING (1891-1953)

Jeune fille rousse signed 'Kisling' (upper left); inscribed and dated 'Paris/ 1937' (upper right) oil on canvas 50 x 41cm (19 11/16 x 16 1/8in). Painted in 1937

£30,000 - 50,000 €37,000 - 61,000 US\$51,000 - 84,000

Provenance

Gifted by the artist to Theodore Block, Richmond. Thence by descent to the present owner.

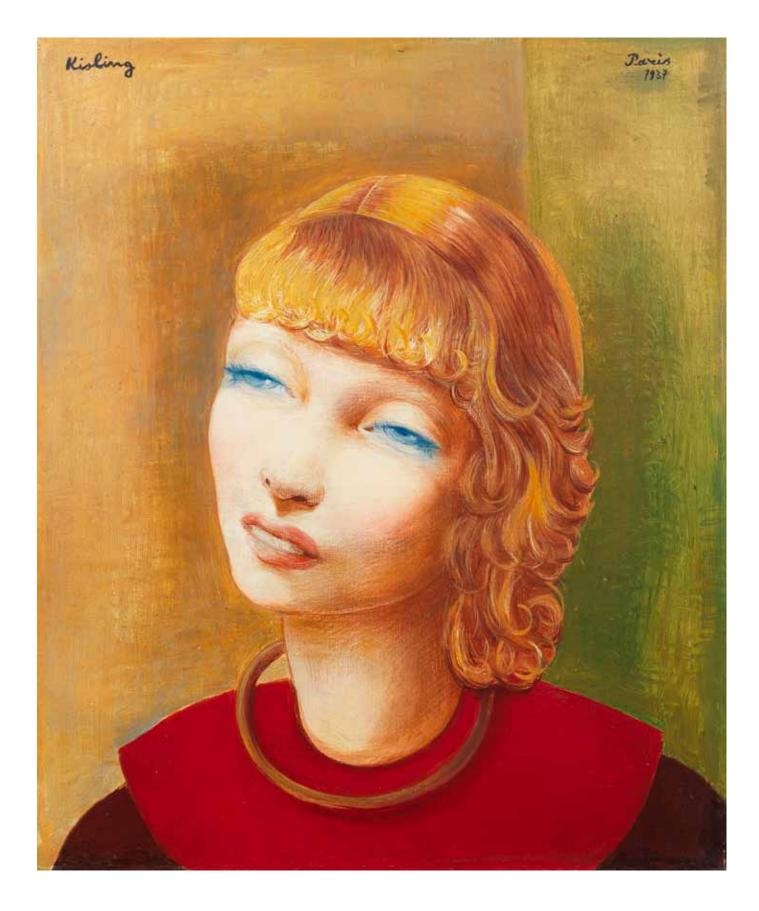
Literature

J. Kisling & J. Dutourd, *Kisling 1891-1953*, Vol. III, Landshut, 1995, no. 177 (illustrated p. 162).

Moïse Kisling rejected the notion that he was influenced by other artists or movements, insisting that he created instead 'truly personal works for which I am truly responsible' (the artist quoted in J. Kessel, *Kisling*, Turin, 1971, p. 36). Despite this, he did allow that 'Derain's paintings used to attract me at length' (*op. cit*, p. 36) and it is tempting to read this artist's influence in Kisling's monumental presentation of women, along with that of Chagall in the slightly ethereal air of his figures and Modigliani in his sensuous outlines. Kisling met the latter in Paris in the years leading up to the First World War and struck up a close friendship, sharing a studio with him. Both artists shared a particular interest in capturing the female form with clear, elegant contours, as illustrated in *Jeune fille rousse*.

The unidentified sitter has the exaggerated large almond-shaped eyes common to many of Kisling's female portraits. Her pale porcelain skin and vivid blue eyes shine out against the rich red of her dress and the artist's typical background of gradated vibrant colour. The curls of her hair and curves of her cheeks and lips are echoed by the perfect circle of the necklace which hovers above her elegant neck. Known as a painter of women, Kisling presents us here with a slightly mysterious and seductive figure – the girl's head dips to one side, her lips part and her hooded eyes avoid the viewer's gaze, looking to one side. Reviewing an exhibition of the artist's work at the Gertrude Stein Gallery in 1937, the year in which the present work was painted, Louis Chéronnet described the pull of Kisling's female portraiture:

'He is a sensual materialist with a taste for magnificence [...] Voluptuousness of line and colour! All of Kisling's forms are characteristically elongated and tend toward the arabesque. Upon what seems to be an inalterable base the colours are displayed, raw, iridescent, and unctuous' (*op cit*, p. 43).



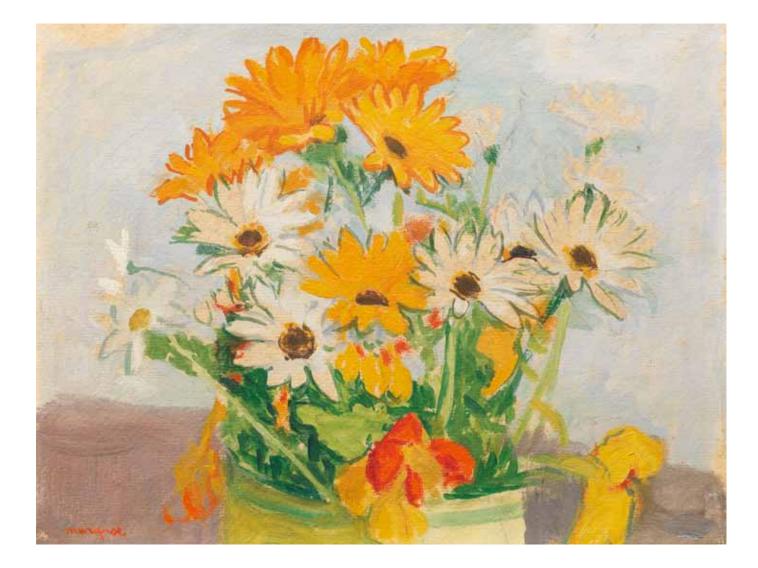
35 AR ALBERT MARQUET (1875-1947) Marguerites sur fond bleu

signed 'marquet' (lower left) oil on paper laid down on canvas $26 \times 34.5 cm$ (10 1/4 x 13 9/16in). Painted in Algiers *circa* 1943-1944

£6,000 - 8,000 €7,400 - 9,800 US\$10,000 - 13,000

Provenance

Anon. sale, Christie's, Paris, 2 December 2004, lot 65. Acquired at the above sale by the present owner.



36 AR FILIPPO DE PISIS (1896-1956) Vaso di fiori

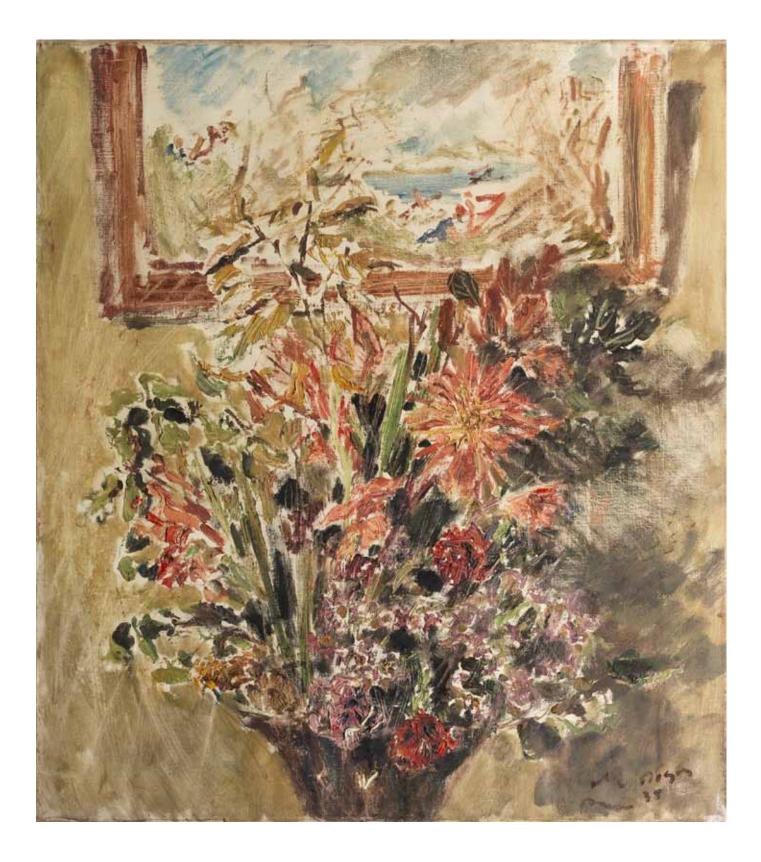
signed, indistinctly inscribed and dated 'de Pisis/35/...' (lower right) oil on canvas 72.8 x 64.3cm (28 11/16 x 25 5/16in). Painted in 1935

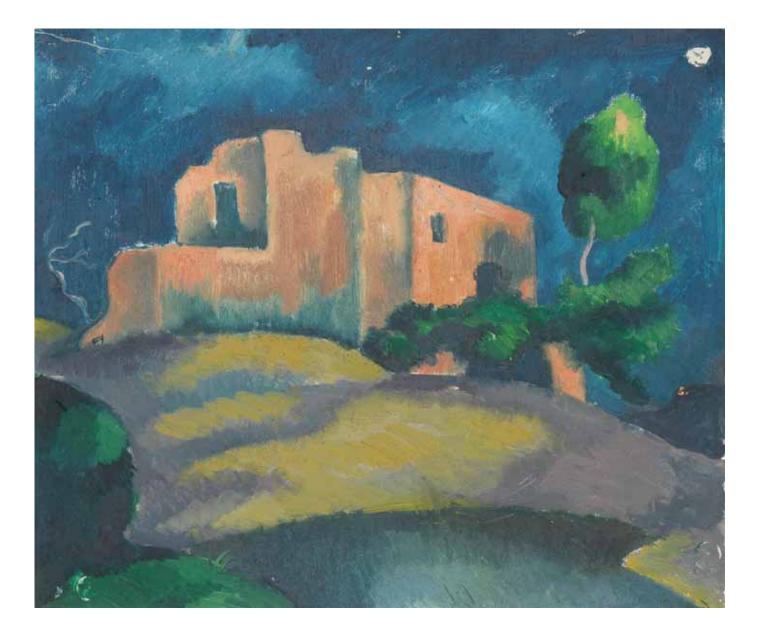
£10,000 - 15,000 €12,000 - 18,000 US\$17,000 - 25,000

This work is registered in the *Associazione per Filippo de Pisis* archives, under no. 04392.

Provenance

Zwemmer Gallery, London. Lt. Colonel John Philip Farquharson Oliver, UK. Mrs. Emma Yvette Scandling, UK. Gifted by the above to the present owner.





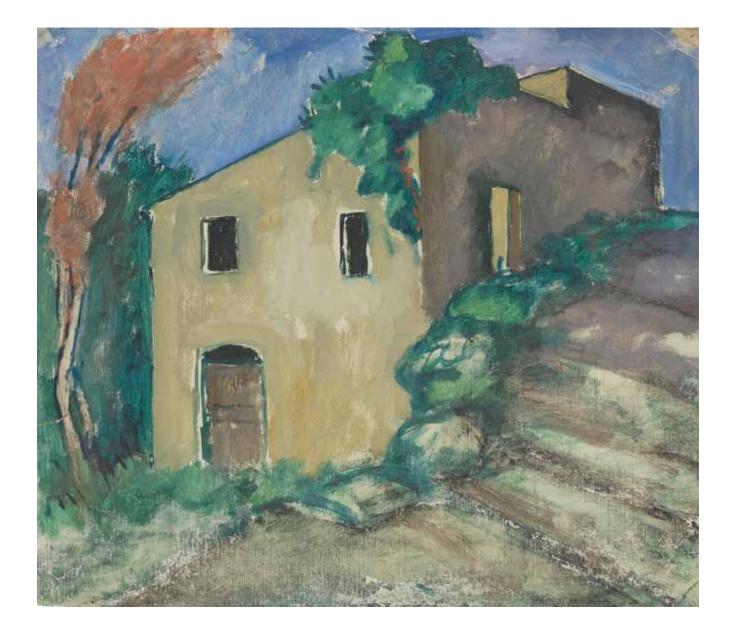
37 **EUGÈNE ZAK (1884-1926)** *Maison sur la colline* gouache on cardboard 25.5 x 30.3cm (10 1/16 x 11 15/16in).

£3,000 - 5,000 €3,700 - 6,100 US\$5,100 - 8,400

The authenticity of this work has kindly been confirmed by Madame Barbara Brus-Malinowska on the basis of a photograph.

Provenance

Private collection, Milan (acquired directly from the artist *circa* 1915-1916).



38 EUGÈNE ZAK (1884-1926) Maison addassáa sur l'ascaliai

Maison addossée sur l'escalier oil on paper laid down on cardboard 26.2 x 30.2cm (10 5/16 x 11 7/8in).

£2,000 - 3,000 €2,500 - 3,700 US\$3,400 - 5,100

The authenticity of this work has kindly been confirmed by Madame Barbara Brus-Malinowska on the basis of a photograph.

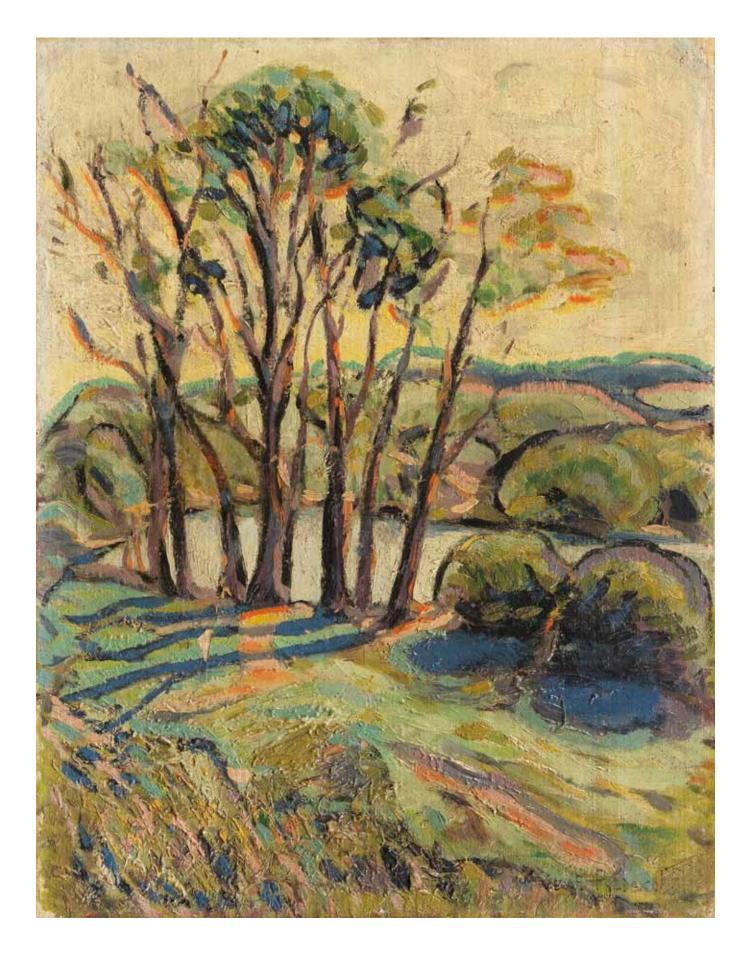
Provenance

Private collection, Milan (acquired directly from the artist *circa* 1915-1916).

39 AR SERGE POLIAKOFF (1900-1969) Paysage signed 'SERGE POLIAKOFF' (lower right) oil on canvas laid down on board 44.7 x 34.7cm (17 5/8 x 13 11/16in). Painted circa 1936-1937

£7,000 - 10,000 €8,600 - 12,000 US\$12,000 - 17,000

The authenticity of this work has kindly been confirmed by Monsieur Alexis Poliakoff and will be included in the forthcoming Serge Poliakoff *catalogue raisonné* currently being prepared.





40 **EUGÈNE ZAK (1884-1926)** *La cantatrice* signed 'Eug.Zak' (upper right) gouache and pencil on paper laid down on cardboard *31 x 23.5cm (12 3/16 x 9 1/4in)*.

£2,000 - 3,000 €2,500 - 3,700 US\$3,400 - 5,100

The authenticity of this work has kindly been confirmed by Madame Barbara Brus-Malinowska on the basis of a photograph.



41 BERTHE MORISOT (1841-1895)

Fillette au chapeau stamped with the artist's signature 'Berthe Morisot' (lower right) pastel on paper 58.5 x 47.3cm (23 1/16 x 18 5/8in).

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

The authenticity of this work has kindly been confirmed by Monsieur Yves Rouart.

42 EDOUARD VUILLARD (1868-1940)

Les deux bocks signed with the artist's initials 'E.V.' (lower right) pastel and gouache on paper 47.5 x 52.1cm (18 11/16 x 20 1/2in). Executed circa 1908-1909

£15,000 - 25,000 €18,000 - 31,000 US\$25,000 - 42,000

Provenance

Galerie Renou et Colle, Paris. Private collection, UK (acquired by 1970); Sotheby's, London, 5 February 2003, lot 113. Acquired at the above sale by the present owner.

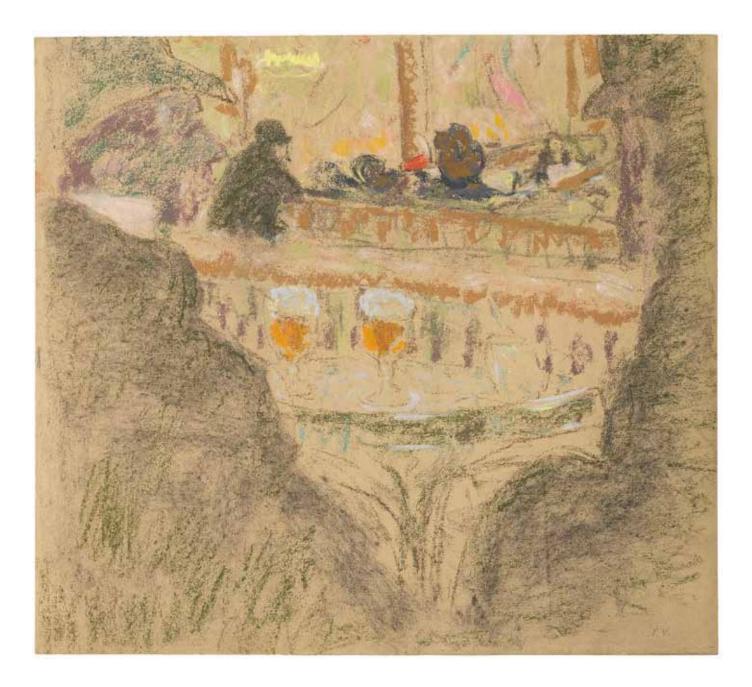
Exhibited

Luxemburg, Musée National d'Art et d'Histoire (on Ioan 1976-2002).

Literature

A. Salomon & G. Cogeval, *Vuillard, The Inexhaustible Glance, Critical Catalogue of Paintings and Pastels*, Vol. II, Paris, 2003, no. VII-536 (illustrated p. 815).

The present work is from a series of drawings by Vuillard of characteristic Belle Époque scenes, specifically of the dissolute yet fashionable nightspots such the Moulin Rouge (which may be shown here), the Palais de Glace and the Cafe Wepler. At this time Vuillard was a member of the circle around the Natanson brothers, publishers of the avant-garde magazine *La Revue Blanche*. He worked frequently on theatre designs, including those for the sensational première of Alfred Jarry's *Ubu Roi*, and was close to such *demi-monde* figures as Toulouse Lautrec, whose drawings the present work recalls. The creative and highly charged use of contrasting tones, and the boldly tessellated blocks of colour look both to Vuillard's symbolist paintings and the emotional impact of more expressionist works of the coming century.



43 VICTOR ALFRED PAUL VIGNON (1847-1909) La route en hiver

signed 'V.Vignon.' (lower left) oil on canvas 36.8 x 47.3cm (14 1/2 x 18 5/8in).

£3,000 - 5,000 €3,700 - 6,100 US\$5,100 - 8,400

Provenance

Huinck & Scherjon, Amsterdam. Mr. Mes, The Netherlands (acquired from the above). Thence by descent to the present owner.



44 EUGÈNE BOUDIN (1824-1898)

Rotterdam. Le pont de la Bourse oil on canvas 40.3 x 55.2cm (15 7/8 x 21 3/4in). Painted circa 1876-1880

£25,000 - 35,000 €31,000 - 43,000 US\$42,000 - 59,000

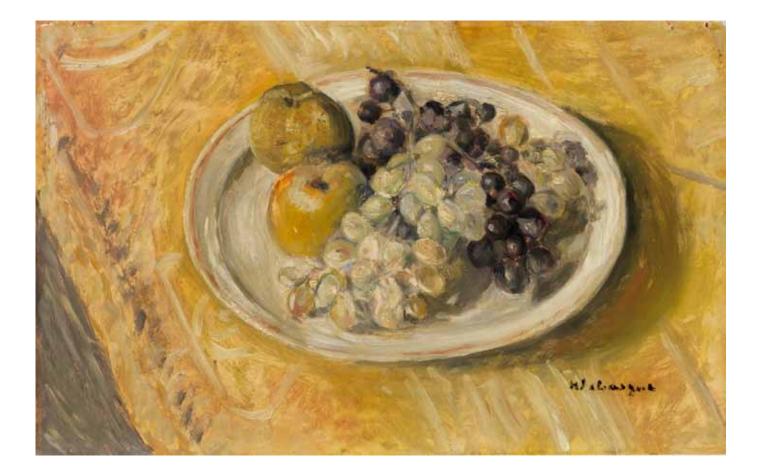
Provenance

Collection Désiré Louveau, Honfleur. Collection Voisard, Honfleur. Robert Marais, France. Private collection, South Africa.

Literature

R. Schmit, *Eugène Boudin, 1824-1898*, Paris, 1973, no. 1168 (illustrated p. 404).





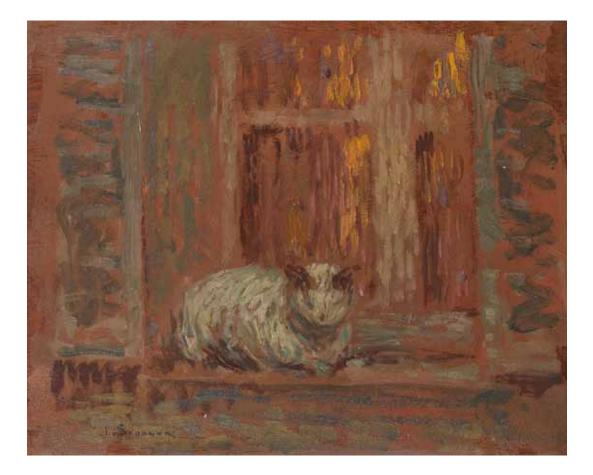
45 **HENRI LEBASQUE (1865-1937)** *Nature morte aux raisins et pommes* signed 'H Lebasque' (lower right) oil on board 29 x 46.4cm (11 7/16 x 18 1/4in).

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

The authenticity of this work has kindly been confirmed by Madame Maria de la Ville Fromoit and Madame Christine Lenoir.

Literature

D. Bazetoux, *Henri Lebasque, catalogue raisonné*, Vol. I, Neuilly-sur-Seine, 2008, no. 892 (illustrated p. 235).



46 **HENRI LE SIDANER (1862-1939)** *Le chat* signed 'Le Sidaner' (lower left) oil on panel 18.5 x 23cm (7 5/16 x 9 1/16in).

£4,000 - 6,000 €4,900 - 7,400 US\$6,700 - 10,000

The authenticity of this work has kindly been confirmed by Monsieur Yann Farinaux le Sidaner and will be included in the supplement of the *catalogue raisonné* currently in preparation.

Provenance Roland, Browse & Delbanco, London.

Exhibited Paris, Galerie Lorenceau, no. 42.

47 AR

ANDRÉ DERAIN (1880-1954)

Le grand visage stamped and numbered 'ATELIER / ANDRE DERAIN / 7/11' (inside verso) bronze with brown patina 43cm(16 15/16in) high Conceived in terracotta and cast in bronze in an edition of 15, numbered '1/11-11/11, 0, 00, 000, 0000'

£7,000 - 10,000 €8,600 - 12,000 US\$12,000 - 17,000

Literature

P. Cailler, Catalogue raisonné de l'oeuvre sculpté de André Derain, Geneva, 1965, no. 15 (terracotta version illustrated).
P. Coray, André Derain, Sculpteur, exh. cat., Milan, 1994, no. 79 (another cast illustrated p. 94).





48 * AR MARIO SIRONI (1885-1961) Composizione con cavaliere

signed 'Sironi' (lower right) gouache and India ink on board 21.4 x 51cm (8 7/16 x 20 1/16in).

£4,000 - 6,000 €4,900 - 7,400 US\$6,700 - 10,000

Provenance

Cadby Birch Gallery, New York. Acquired from the above by the current owner.

This work is recorded in the archives of the *Associazione per il patrocinio e la promozione della figura e dell'opera di Mario Sironi,* under no. 34/14 RA.

49 AR ROBERT MARC (1943-1993)

Sans titre signed 'ROBERT MARC' (lower centre) oil on canvas 116 x 81cm (45 11/16 x 31 7/8in).

£6,000 - 8,000 €7,400 - 9,800 US\$10,000 - 13,000

Provenance

Estate of the artist. Barry Friedman Ltd, New York, no. BF9713. Forum Gallery, New York. Alon Zakaim Fine Art, London; Sotheby's, New York, 16 March 2011, lot 169. Acquired at the above sale by the present owner.



LEO GESTEL (1881-1941) Beiersch Woud signed 'Leo Gestel' (lower right) and inscribed 'Ex: Test Jan Ponstijn J. Slageter' (verso) oil on canvas 79.5 x 101.5cm (31 5/16 x 39 15/16in). Painted in 1923

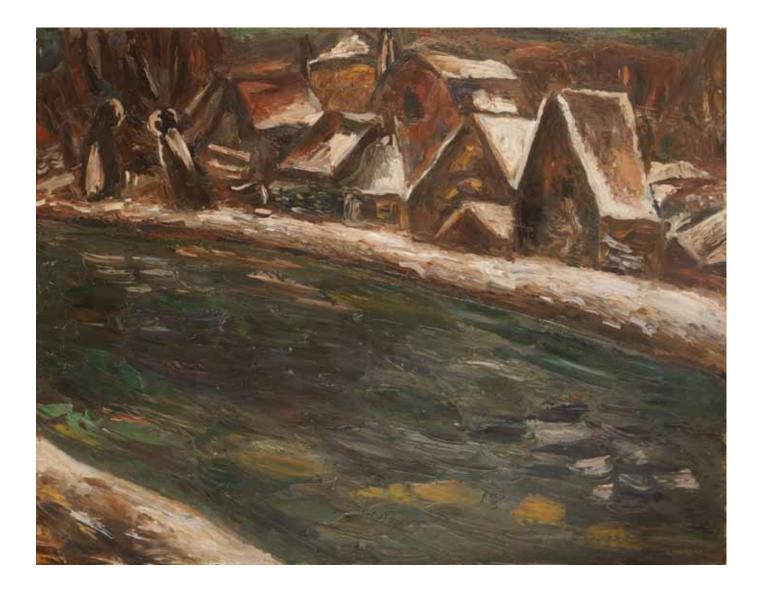
£8,000 - 12,000 €9,800 - 15,000 US\$13,000 - 20,000

The authenticity of this work has kindly been confirmed by the *Comité Leo Gestel.*

Provenance

50

Anon. sale, Christie's, Amsterdam, June 1998, lot 192. Anon. sale, Vendue Huis, Gravenhage, 2 November 1999, lot 83. Acquired at the above sale by the present owner.





51 AR ANDRÉ DERAIN (1880-1954)

Masque aux cheveux sur le front stamped and numbered 'AT / ANDRE DERAIN / 8/11' (inside verso) bronze with reddish-brown patina 16.1cm (6 5/16in) high Conceived in terracotta and cast in bronze in an edition of 15, numbered '1/11-11/11, 0, 00, 000, 0000'

£2,000 - 3,000 €2,500 - 3,700 US\$3,400 - 5,100

Literature

P. Caillier, Catalogue raisonné de l'oeuvre sculpté de André Derain, Geneva, 1965, no. 19 (terracotta version illustrated).
P. Coray, André Derain, Sculpteur, exh. cat., Milan, 1994, no. 121 (another cast illustrated p. 115).



52 AR ANDRÉ DERAIN (1880-1954) Masque stamped and numbered 'ATELIER / ANDRE DERAIN / 8/14' (inside verso) bronze with reddish-brown patina 16.5cm(6 1/2in) high Conceived in terracotta and cast in bronze in an edition of 14, numbered '1/14-10/14, 0, 00, 000, 0000'

£2,000 - 3,000 €2,500 - 3,700 US\$3,400 - 5,100

Literature

P. Cailler, Catalogue raisonné de l'oeuvre sculpté de André Derain, Geneva, 1965, no. 1 (terracotta version illustrated).
P. Coray, André Derain, Sculpteur, exh. cat., Milan, 1994, no. 120 (terracotta version illustrated p. 115). 53 AR **CARLOS NADAL (1917-1998)** *L'atelier bleu* signed 'C.Nadal' (lower right); signed, inscribed and dated 'L'ATELIER BLEUE [sic] / Nadal / 1990' and stamped with the artist's atelier stamp (verso) oil and mixed media on canvas 72.3 x 91.7cm (28 7/16 x 36 1/8in). Executed in 1990

£18,000 - 25,000 €22,000 - 31,000 US\$30,000 - 42,000

The authenticity of this work has kindly been confirmed by *Le Comité Nadal*.





54 AR CARLOS NADAL (1917-1998)

La maison à Trouville signed 'cNadal' (lower right); signed, titled and stamped with the artist's atelier stamp (on the reverse) oil and mixed media on canvas 65.1 x 81cm (25 5/8 x 31 7/8in).

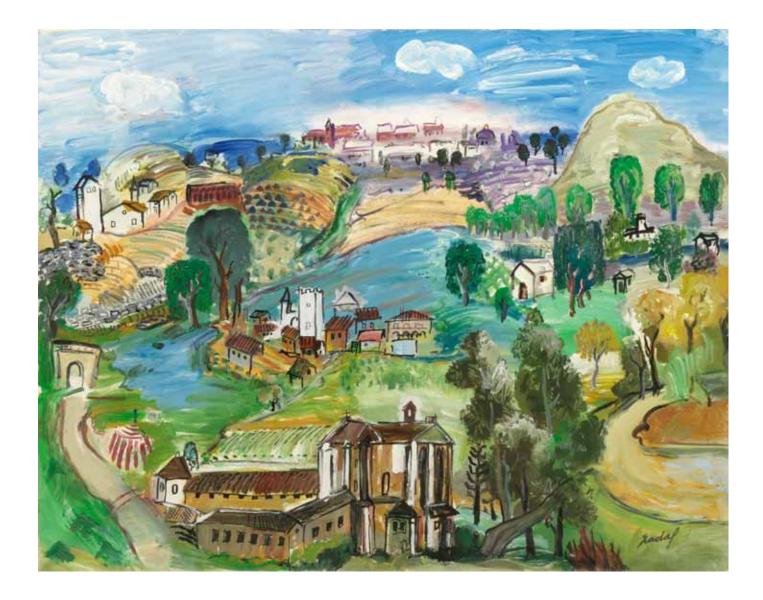
£15,000 - 20,000 €18,000 - 25,000 US\$25,000 - 34,000

Provenance Private collection, UK.

Literature

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

The authenticity of this work has kindly been confirmed by *Le Comité Nadal*.



55 AR **CARLOS NADAL (1917-1998)** *Séjour en Espagne* signed 'C.Nadal' (lower right); signed, inscribed and dated 'SEJOURS [SIC] EN ESPAGNE 1980/Nadal' (verso) and stamped with the artist's atelier stamp (verso) oil and mixed media on canvas *64.8 x 80.6cm (25 1/2 x 31 3/4in).* Executed in 1980

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

The authenticity of this work has kindly been confirmed by *Le Comité Nadal*.

56 AR PABLO PICASSO (1881-1973)

Tête de taureau

stamped 'Madoura Plein Feu/Empreinte Originale de Picasso' (underneath) partially glazed ceramic plate *42.5cm(16 3/4in) diameter* Conceived in 1956 and executed in an edition of 100; this work is a variant in terms of colour

£4,000 - 6,000 €4,900 - 7,400 US\$6,700 - 10,000

Provenance

Anon. sale, Christie's, London, 11 September 2003, lot 141. Acquired at the above sale by the present owner.

Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-*1971, Madoura, 1988, no. 329, p. 330 (another version illustrated).





57 AR PABLO PICASSO (1881-1973) Motifs no. 7

stamped, marked and numbered 'No.7/Edition Picasso/126/150/ Madoura' (underneath) glazed ceramic plate 25 cm(9 13/16in) diameter Conceived in 1963 and executed in a numbered edition of 150

£2,000 - 3,000 €2,500 - 3,700 US\$3,400 - 5,100

Provenance

Anon. sale, Christie's, South Kensington, 21 October 2004, lot 463. Acquired at the above sale by the present owner.

Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 459, p. 242 (another version illustrated)...

58 AR PABLO PICASSO (1881-1973)

Corrida sur fond noir dated '25.9.53.' (upper centre), stamped and marked 'MADOURA / PLEIN FEU / EDITION PICASSO' (underneath) glazed ceramic dish 38cm (14 15/16in) long Conceived on 25 September 1953 and executed in an edition of 500

£3,000 - 5,000 €3,700 - 6,100 US\$5,100 - 8,400

Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works* 1947-1971, Madoura, 1988, no. 198, p. 108 (another version illustrated).



59 AR

JEAN COCTEAU (1889-1963)

Faune séducteur aux cornes blanches with signature 'Jean Cocteau' (lower left), dated '1952' (lower right) and marked and numbered 'Edition originale de/Jean Cocteau/Atelier Madeline-Jolly/2/30' (underneath) partially glazed ceramic plate 30.5cm (12in) diameter Conceived in 1958 and executed in a numbered edition of 30

£800 - 1,200 €980 - 1,500 US\$1,300 - 2,000

Provenance

Anon. sale, Sotheby's, Olympia, 26 October 2005, lot 305. Acquired at the above sale by the present owner.

Literature

A. Guédras, *Jean Cocteau: Poteries, Catalogue des Céramiques, 1957-1963*, Saint-Ouen, 1989, no. 57, p. 45 (another version illustrated).

60 AR JEAN COCTEAU (889-1963)

Orphée et Eurydice with signature 'Jean Cocteau' (lower right); marked and numbered 'Edition originale de/Jean Cocteau/Atelier Madeline-Jolly/12/25' (underneath) partially glazed ceramic plate 30.5cm (12in) diameter Conceived in 1959 and executed in a numbered edition of 25

£1,200 - 1,800 €1,500 - 2,200 US\$2,000 - 3,000

Provenance

Anon. sale, Sotheby's, Olympia, 26 October 2005, lot 296. Acquired at the above sale by the present owner.

Literature

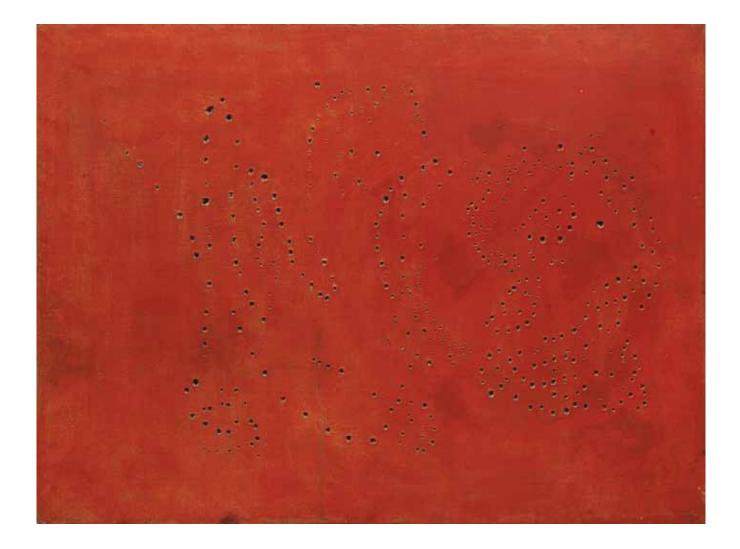
A. Guédras, *Jean Cocteau: Poteries, Catalogue des Céramiques,* 1957-1963, Saint-Ouen, 1989, no. 54, p. 44 (another version illustrated).

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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 bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* 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 Buver. 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. The United States Government has banned the import of 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

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- 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 *cO 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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6

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:

9.3

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

10 OUR LIABILITY

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

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

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

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

11 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 non-conforming *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 consigned 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 form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your". "Specialist Examination" a visual examination of a Lot by a specialist on the Lot.

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

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

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

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

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

"Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account. "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

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

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings: "artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

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

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

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

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

"risk": the possibility that a Lot may be lost, damaged,

destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a Lot. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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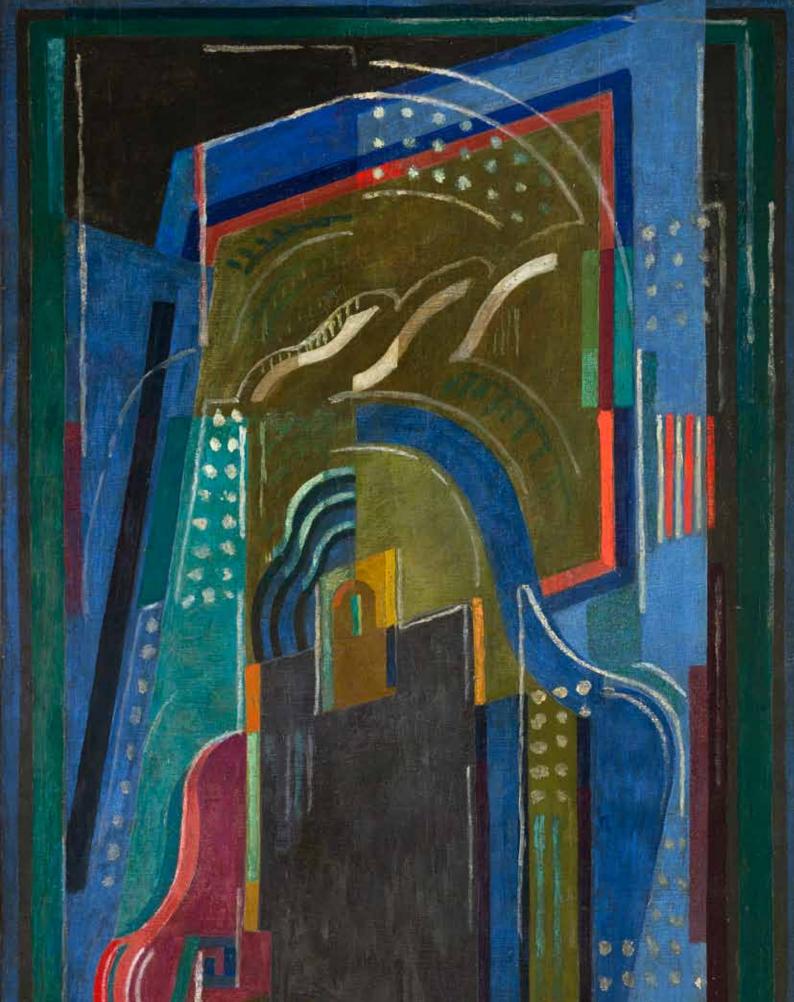
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Jean Antoine Watteau (1684-1721) <i>The Halt during the Chase, circa</i> 1720 oil on canvas, 124.5 x 189cm The Wallace Collection, London © Wallace Collection, London, UK/The Bridgeman Art Library	D'Espagnat, Georges Ernst, Max Freundlich, Otto Gauguin, Paul Gestel, Leo Gleizes, Albert	1, 3, 4 1, 3, 4 16 12 50 23 31
Lot 12: Paul Gauguin in front of one of his canvases, <i>circa</i> 1893 © French Photographer, (19th century)/ Private Collection/ Giraudon/ The Bridgeman Art Library	Guillaumin, Armand Heckel, Erich Hodé , Pierre Kisling, Moise Klee, Paul	20, 21 22 34 17, 18
Paul Gauguin (1848-1903) <i>Bouquet</i> , 1884 oil on canvas, 65.3 x 54.5cm Hermitage, St. Petersburg, Russia © Hermitage, St. Petersburg, Russia/ The Bridgeman Art Library	Klimt, Gustav Kolbe, Georg Lebasque, Henri Lepère, Auguste Louis Lépine, Stanislas Marc, Robert Marquet, Albert	13 5 45 9 28 49 35
Paul Gauguin, <i>circa</i> 1891 © akg-images	Matisse, Henri Miró, Joan Montezin, Pierre Eugène Mariast, Partha	6 2 30
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Lot 23: Albert Gleizes, <i>circa</i> 1916 © bpk/ Staatsbibliothek zu Berlin/ ADAGP, Paris and DACS, London 2014	Zan, Eugene	
Albert Gleizes (1881-1953) Mural Paintings for the new amphitheatre of the École de Pharmacie de Paris or Mural composition, 1924		

Gouache, 68 x 100cm Muséen des Beaux-Arts, Lyon © Lyon MBA - Photo Alain Basset/ ADAGP, Paris and DACS, London 2014

Lot 29: The beach at bathing time, Trouville, France, *circa* 1890-1900 © Mary Evans/Library of Congress



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