

THE SOUTH AFRICAN SALE

Wednesday 9 September 2015

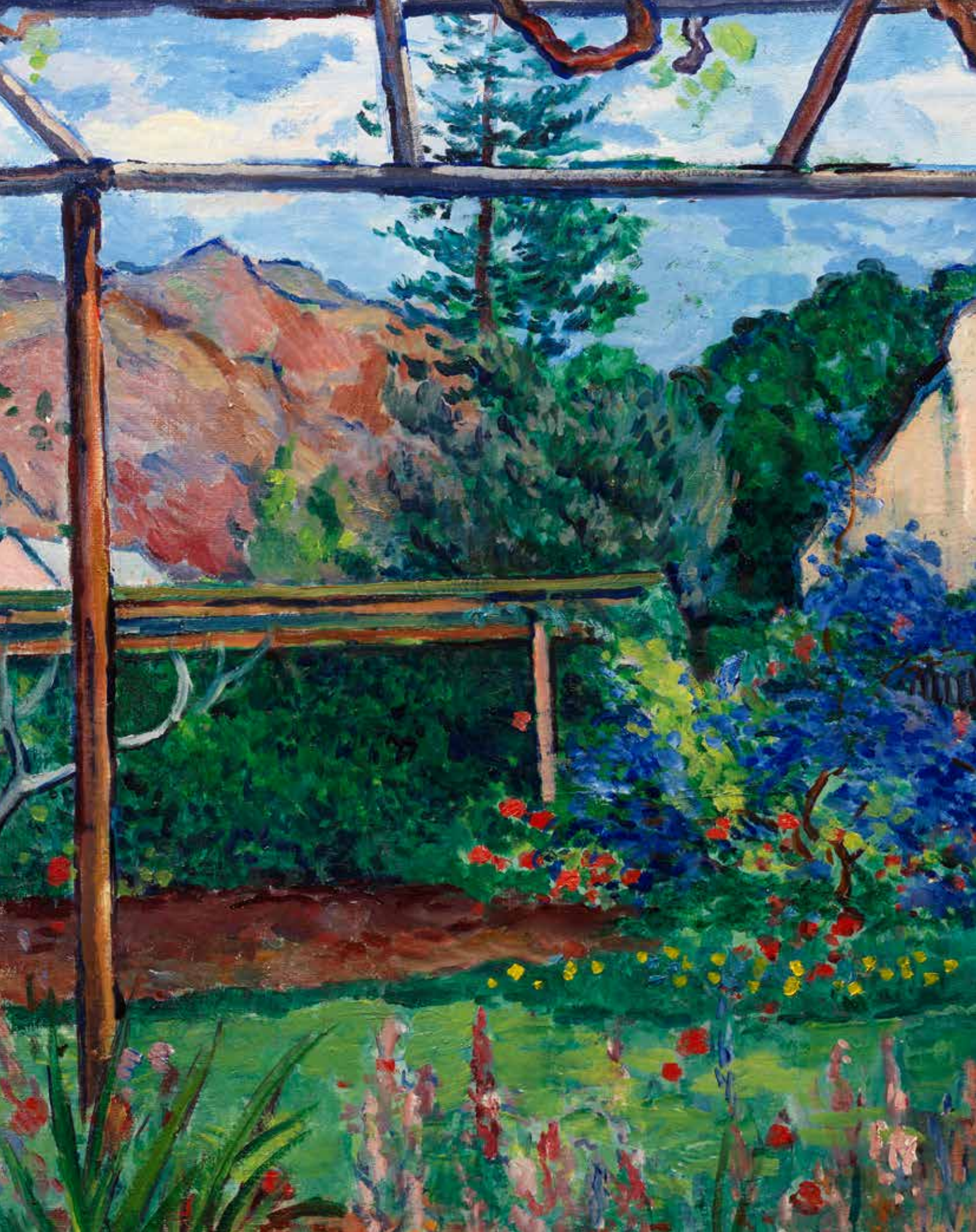


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THE SOUTH AFRICAN SALE

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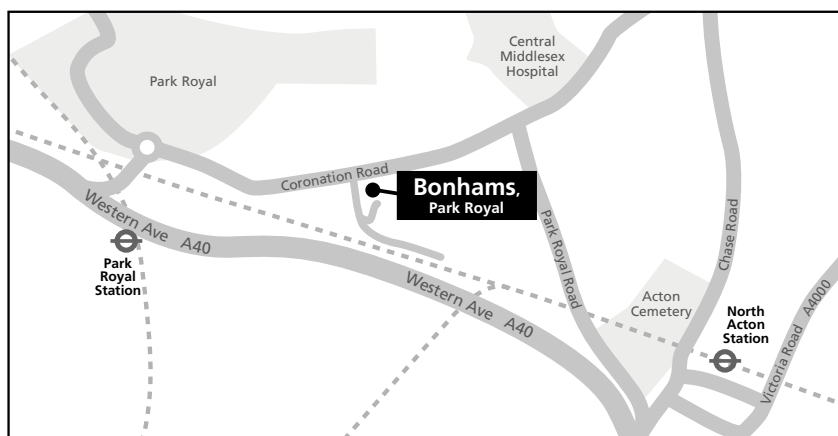
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SOUTH AFRICAN ART AT BONHAMS



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Cataloguer

Here at Bonhams we are immensely proud of our position as global leaders in the international market for modern and contemporary South African art, and of our reputation for achieving the highest prices for artworks by the South African Masters. Following the success of *The South African Sale* on 18 March, which totalled £1.44million (R28million), we have decided to continue to focus on holding smaller bespoke sales of the highest quality.

We are delighted to present here another carefully curated selection of artworks that span the careers of South Africa's most significant artists, many of which are being offered on the open market for the very first time. A sample of these include *Bust of a Zulu* by Anton van Wouw, *Arab in Black* and *St Mark's Square, Venice* by Irma Stern, and *Mother and Child* by Gerard Sekoto. In addition to being highly significant works of art in their own right, each of these lots carries with it particularly noteworthy provenance.

We are excited to offer the first *Bust of a Zulu* to appear at auction in some decades, and one that had been personally selected by General Jan Smuts no less. The then Prime Minister awarded the sculpture to Dr D.L. Smit on the occasion of his retirement from the Department of Native Affairs in 1945. Smit was a liberal who was very much concerned with 'uplifting' the African population, principally through education, and so this proud Zulu seems a particularly suitable gift.

Arab in Black was once used to barter for the life of none other than Nelson Mandela and his co-defendants in the country's notorious Treason Trial in the 1950s. The Treason Trial Defence Fund was founded to help pay the legal costs of the defence and to support their families. Cash donations were welcomed, as were donations of paintings, works of art and books that

were then auctioned for the cause. As the trial dragged on and funds ran low, the Suzmans generously donated *Arab in Black* to one of the Johannesburg auctions.

That we are offering what is perhaps Stern's finest Venetian work, *Piazza San Marco, Venice*, seems particularly apt in this year of the 56th Biennale, where African artists are taking centre stage. Stern herself represented South Africa at the Biennale in 1950, 1952, 1954 and 1958, before winning the prestigious Peggy Guggenheim international art prize in 1960. International acclaim and recognition were everything to Stern, and the original Zanzibar woodwork framing *Piazza San Marco, Venice* signifies Stern's own personal satisfaction with the work. When news reached Irma that the buyer wanted to change the frame, she is reported to have responded "over my dead body", and rightly so; the owner soon came to appreciate the frame and the error of his judgment.

Finally, *Mother and Child* by Gerard Sekoto has its own connection to Venice, having once belonged to Matthys Bokhorst, a lecturer at the University of Pretoria who supported black artists and encouraged Sekoto's move to Europe. Bokhorst became a major figure in the South African art world, as president of the South African Association of Arts, art critic for the *Cape Times*, chairman of the selection committee for the Venice and Sao Paulo Biennales, and director of the South African National Gallery.

We would like to take this opportunity to warmly thank all those individuals and organisations around the world for their support, encouragement and assistance in contributing to the success of these auctions. We look forward to your participation in the auction, whether through our online live bidding system, by telephone, or by personally welcoming you to view our exhibition in London.

1*

ANTON VAN WOUW (SOUTH AFRICAN, 1862-1945)

Bust of a Zulu

signed 'A VAN WOUW. S.A.' and inscribed 'FOUNDRY – G. MASSA – ROMA' (to back of neck); bears brass plaque inscribed 'D.L. SMIT ESQ/ SECRETARY FOR/NATIVE AFFAIRS/1934-1945/FROM/HIS STAFF' (to base)

bronze

55 cm (21 5/8in) high

£50,000 - 80,000

€72,000 - 110,000

US\$78,000 - 120,000

Provenance

Presented by Prime Minister General Jan Smuts to Dr Smit on the occasion of his retirement, 1945.

Thence by descent to the present owner.

Literature

M.J. Cohen, *Anton Van Wouw Sculptor of South African Life*, (Johannesburg, 1938), p.24, another edition illustrated, titled *Zulu*.

A.E. Duffy, *Anton van Wouw en die van Wouwhuis*, (Pretoria, 1981), p.30, another edition illustrated, titled *Zoeloe*.

A.E. Duffy, *Anton Van Wouw the smaller works*, (Pretoria, 2008), pp.75 & 148, other editions illustrated.

H. Fransen, *Three Centuries of South African Art*, (Cape Town, 1982), p.328, another edition illustrated, titled *Zulu Head*.

A.J. Werth, *Pierneef Van Wouw: Paintings and sculptures by two South African Masters*, exh. cat. The Rembrandt van Rijn Art Foundation, (Cape Town, 1980), cat. no. 59, another edition illustrated, titled *Portrait of Zulu*.

Dr D.L. Smit was Secretary of the South African Native Affairs

Department (NAD) 1934-1945, between the conclusion of the Boer War and the end of World War II. The department's aims were to uphold the power of the traditional chiefdoms and their rights to bestow land to their subjects that fell within native reserves.

It was estimated that during Dr Smit's tenure, the department had under its care a native South African population of 7 million people. However, the department's reach also extended to the population that lived outside the reserves: securing funding to purchase additional reserve land, the running of agricultural colleges, and grants to hospitals and other poor relief organisations. Within the department, Smit was considered a liberal who was very much concerned with 'uplifting' Africans, principally through education. In his 1937 department report he noted "that in no other State in Africa has the full medical course been provided for African students and that in education and social services the Union of South Africa is ahead of any of the northern territories". Perhaps it was for these accomplishments that the department gifted the current work to Dr Smit.

Throughout his career, van Wouw produced studies of the 'native' population that fell under the department's administration. *Bust of a Zulu* was cast by the G. Massa foundry in Rome, as noted on the inscription. As is notable with the better castings of the work, van Wouw's talent for conveying contrasting textures, even in his small sculptures, is perfectly apparent. The model's muscular neck and smooth face contrast with the rough yet precise peppercorn hair and beard. This effect is complimented with the characteristic high level of detail van Wouw has afforded the facial features, in particular the deep-set eyes.

It is thought that the man this bust is modelled from was the same who posed for van Wouw's "*Sidwane*" *Tokozile* (or *Coffee Drinker*), who sports a similar beard and high cheekbones. It is worth noting here the variation in pose and emotion van Wouw achieved from the same model. The humbled posture of "*Sidwane*" *Tokozile* contrasts with the proud look of the bust. The current work perfectly illustrates the exceptional quality of detail and range van Wouw was able to achieve in his smaller works.

Other editions of *Bust of a Zulu* are in the collections of the Johannesburg Art Gallery, the Reserve Bank art collection and the Pretoria Art Museum.

Bibliography

A.E. Duffy, *Anton van Wouw the smaller works*, (Pretoria, 2008), pp. 74-75.

'South African Native Affairs' in *Africa*, (Cambridge University, 1947), vol. 17, no. 4, pp. 282-283.





2

JOSEPHUS JONES (SOUTH AFRICAN, 1769-1811)

Ships at anchor in Table Bay

watercolour

17 x 34cm (6 11/16 x 13 3/8in).

£3,000 - 5,000

€4,300 - 7,200

US\$4,700 - 7,800

Josephus Jones joined the military corps at the Cape of Good Hope in 1784, and made his first cartographic explorations during 1789–1790, assisting his Lieutenant, J.C. Frederici. They surveyed the South West coastal region between Cape Agulhas and Algoa Bay. The resulting map, including an agriculture census of the area, became part of the collection of Governor C.J. Van de Graaff during his term in office at the Cape (1785–1791).

Simultaneously, Jones also began plans for numerous Dutch East India Company posts along the South coast, also in the Van de Graaff Collection (cat. no. 244). In February 1791 he again assisted Frederici, this time in mapping St Helena Bay (cat. no. 278). Other works by him included a plan of the governor's house and gardens at Newlands (1791, cat. no. 286), and probably a plan of the country residence at Rondebosch (1791, cat. no. 289).

Jones became a prisoner of war during the British occupation after the first annexation of the Cape in 1795. However, after gaining employment as a draughtsman during the brief Batavian Republic (1803-1806), he remained employed by the government, even after the second Cape annexation by the British in 1806.

Many of Jones's early mappings now form part of the Van de Graaff Collection in the Topographical Institute in Delft, Netherlands. They are highly regarded for their quality and advanced cartographic techniques.

Jones was also a well regarded artist; two of his watercolours are in the Fehr Collection, Cape Town, and two others, depicting the military camps at Wynberg and Rondebosch in 1805, are at Groot Constantia. His best known work is a panorama of Cape Town drawn in 1808, consisting of six pen and watercolour drawings depicting a 360 degree view. It is now in the Rembrandt van Rijn Art Foundation at Stellenbosch.



3*

HARRY STRATFORD CALDECOTT (SOUTH AFRICAN, 1886-1929)

Still life with bottle

signed and dated 'S C 20' (lower right)

oil on canvasboard

38 x 43.5cm (14 15/16 x 17 1/8in).

£5,000 - 8,000

€7,200 - 11,000

US\$7,800 - 12,000

Provenance

Mr E. Solomon, Klein Vredenburg Gallery, Paarl.

Private collection.

Exhibited

Pretoria, Pretoria Art Museum, *Choice of the Month*, 1979.

The above work dates from the artist's sojourn in France, where he was heavily influenced by the work of the Impressionists and Post-Impressionists. He studied at the Academie Julian and then stayed with his cousin Elspeth Graham in Tamaris in the South of France for the winter of 1919-1920. He returned to South Africa in 1923.

Bibliography

J. du P. Scholtz, *Strat Caldecott*, (Cape Town, 1970), illustrated plate A4.

4*

HARRY STRATFORD CALDECOTT (SOUTH AFRICAN, 1886-1929)

'Visit of the Prince of Wales, Adderley Street, Cape Town'
bears South African National Gallery label with title (verso)
oil on canvas laid to board
32 x 39cm (12 5/8 x 15 3/8in).

£20,000 - 30,000

€29,000 - 43,000

US\$31,000 - 47,000

Provenance

Sotheby's South Africa, 16 October 1986, R21,000.
Private collection, United States.

Exhibited

Cape Town, Argus Gallery, *Strat Caldecott*, March 1944, cat. no. 12.
Cape Town, South African National Gallery, *Strat Caldecott Retrospective*, 1986.
Port Elizabeth, Arts Hall, *Eastern Province Society of Arts and Crafts*, December 1927 - January 1928, cat. no. 145.
Cape Town, The New Gallery, *K Club*, April 1927.

Literature

F.L. Alexander, *Art in South Africa since 1900*, (Cape Town, 1962) pp. 17 & 61, illustrated.
J. du P. Scholtz, *Strat Caldecott*, (Cape Town, 1970), p.70, no.21.
S. Welz, *Art at Auction in South Africa*, (Johannesburg, 1989), p.92, illustrated.

Strat Caldecott studied in Paris from 1912 to 1924, where he was heavily influenced by the work of the Impressionists and Post-Impressionists. He returned to Cape Town in May 1924, settling within a five minute walk of the Malay Quarter. These new environs inspired Caldecott, encouraging him to experiment with different tonal effects. In the present lot, Adderley Street is bathed in a variety of hues including lemon, rose and pale green. The rendering of the old plastered walls is effectively reproduced by means of a rough, heavy impasto. The vibrant yellow pigment is softened by touches of pale pink, dull blue and ochre. The effect is both impressionistic and romantic.

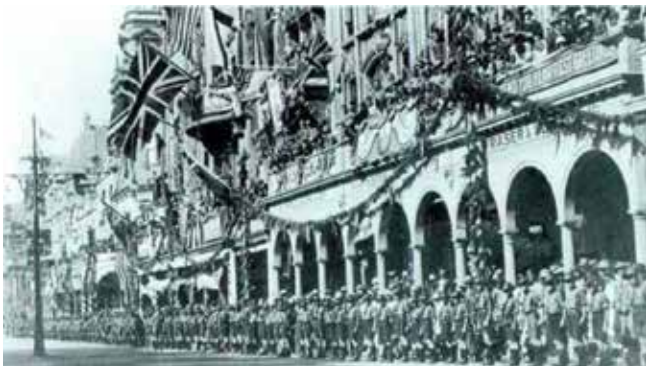
A similar work in the collection of Iziko South African National Gallery, titled *St George's Street during the Visit of the Prince of Wales*, was included in the 1988 exhibition *Paris and South African Artists 1850-1965*. The accompanying exhibition catalogue discusses that work: "*The Royal Visit* of 1925 is a synoptic and sunny scene of traffic and bunting, seen from an upper storey as Monet himself would have done, by an artist steeped in the traditions of French painting, though thousands of kilometres away. His use of black, albeit sparsely applied, was lively and colourful, not a dark denial of colour, which is the reason why the French Impressionists had originally banned it from their palettes" (L. Alexander et al., p. 23, cat. 90).

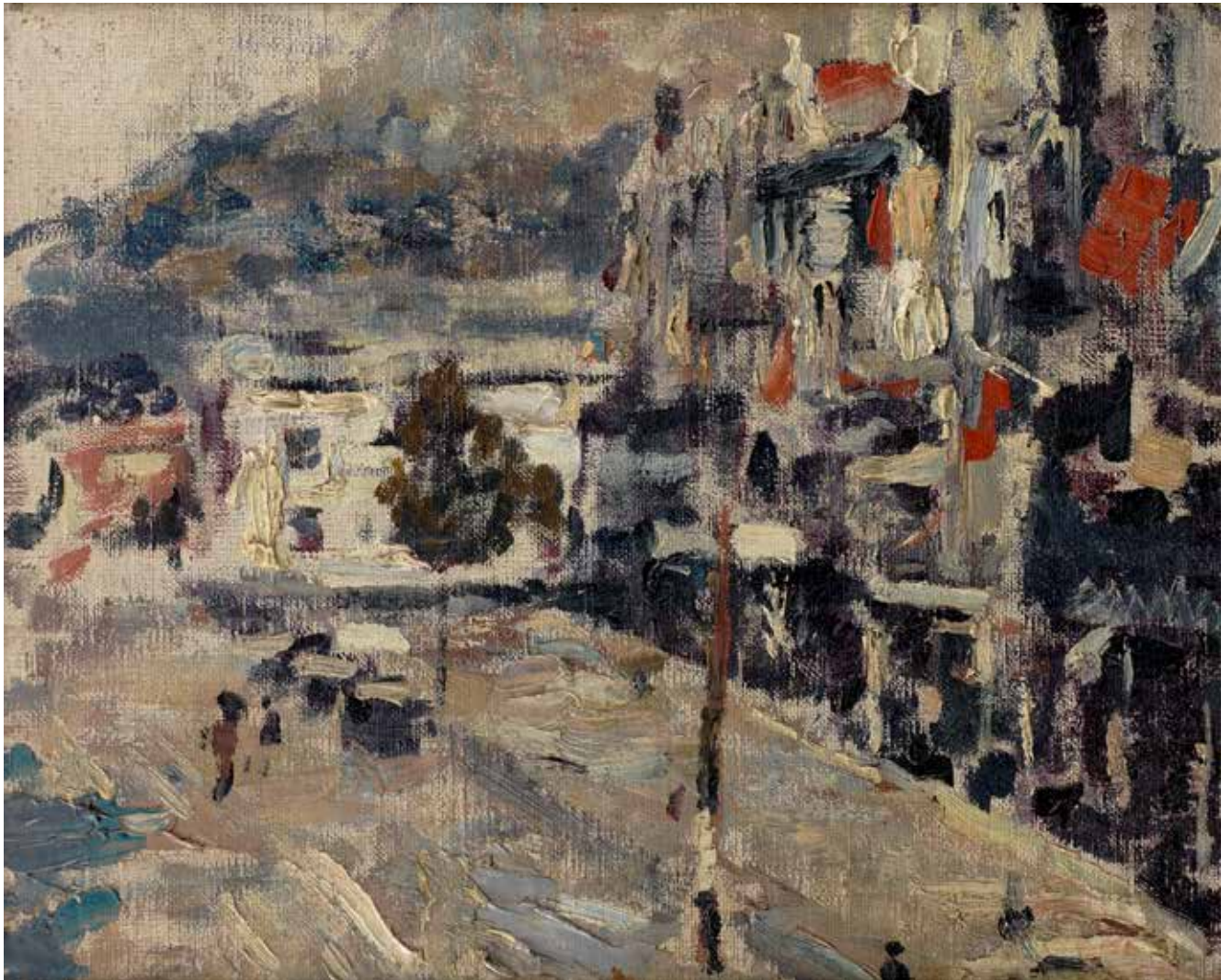
On 30 April 1925, the Prince of Wales, later King Edward VIII, arrived in Cape Town aboard H.M.S. *Repulse* as part of an extensive tour of western and southern Africa. A contemporary account describes the festooned streets and public excitement to which the present lot alludes:

"In an hour or so, the white fog lifted and, though it still held Table Mountain invisible, revealed the terraced houses along the seafront, the esplanade by Adderley Pier alive with expectant crowds, an aeroplane hovering above the harbour, and red-sailed little boats bringing impatient sightseers out to see what they could see...nowhere on his tour had the Prince received a more thoroughly cosmopolitan greeting...Up Adderley Street, and St. George's Street, the Prince and his entourage wound a slow course to the Grand Parade and the City Hall."

Bibliography

Anon., *The Prince of Wales' African Book: A Pictorial Record of the Journey to West Africa, South Africa and South America*, (London, 1925).
J. du P. Scholtz, 'Strat Caldecott', in *Our Art 1*, (Pretoria, 1959), p.68.
J. du P. Scholtz, *Strat Caldecott*, (Cape Town, 1970), pp.45-55.
L. Alexander, E. Bedford & E. Cohen, *Paris and South African Artists 1850-1965*, (Cape Town, 1988).







5*

PIETER HUGO NAUDÉ (SOUTH AFRICAN, 1869-1941)

A Worcester Street

signed 'Naudé' (lower right)

oil on canvas

33 x 43cm (13 x 16 15/16in).

£4,000 - 6,000

€5,700 - 8,600

US\$6,200 - 9,300

Naudé was born near Worcester, and though he studied and worked in Europe, he returned and settled down there in 1896. Locally he was known as "Artist Naudé", and he left his house and paintings to the town after his death.



6*

PIETER HUGO NAUDÉ (SOUTH AFRICAN, 1869-1941)

'Namaqualand hill with blue flowers'

signed 'Naudé'; bears South African National Gallery and Pretoria Art Museum exhibition labels (verso)

oil on canvasboard

37 x 42cm (14 9/16 x 16 9/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000

Exhibited

Cape Town, The South African National Gallery, *Hugo Naudé Retrospective*.

Literature

A. Naudé, *Hugo Naudé*, (Cape Town, 1974), p.61.

The flowering veld of Namaqualand was a recurring theme in Naudé's work. The artist's observation of minute detail was a result of his early training in portraiture. His landscapes were so successful that he has since become synonymous with the South West African terrain.

Bibliography

A. Naudé, *Hugo Naudé*, (Cape Town, 1974), pp.8-23.



7

7*
FRANS DAVID OERDER (SOUTH AFRICAN, 1867-1944)

Still life with magnolias
 signed 'Frans Oerder' (lower left)
 oil on canvas
 40 x 47cm (15 3/4 x 18 1/2in).

£4,000 - 6,000
 €5,700 - 8,600
 US\$6,200 - 9,300

Frans Oerder was a naturalistic painter who brought the outside world inside. Though he produced some fine landscapes, Oerder is best known for his still lifes, which he began painting shortly after his marriage to fellow artist and flower painter, Gerda Pitlo, in 1910. Two of his flower pieces achieved the highest world sales of any still-life reproduction for the New York Graphic Society in the late 1930s.

8*
MAUD FRANCES EYSTON SUMNER (SOUTH AFRICAN, 1902-1985)

Still life on a dressing table
 signed 'SUMNER' (lower right)
 oil on canvasboard
 48 x 40.5cm (18 7/8 x 15 15/16in).

£4,000 - 6,000
 €5,700 - 8,600
 US\$6,200 - 9,300

Sumner frequently painted still lifes throughout her career. The flowers and fruit she would include in these compositions represented the freeness of nature in what she saw to be otherwise stifling interiors.

Bibliography

C. Eglinton, *Maud Sumner*, (Cape Town, 1967).



9*

MAUD FRANCES EYSTON SUMNER (SOUTH AFRICAN, 1902-1985)

A view from a balcony, France

signed 'SUMNER' (lower right); indistinctly inscribed (verso)

oil on canvas

73 x 60cm (28 3/4 x 23 5/8in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

For most of her career, Sumner worked in Europe, away from her South African contemporaries. On completing her studies in Oxford, Sumner moved to Paris in 1926, where she enrolled in the Ateliers d'Art Sacré. The Ateliers' founders, George Desvallières and Maurice Denis, introduced the young artist to the works of Cézanne, Renoir and Vuillard. Sumner was inspired, finding "a lively spirit of adventure, a richness of colour and a perfection in taste that I had not found in the London School of Painting".

The Spanish expatriate painter, Maria Blanchard (1881-1932), was also a key influence on Sumner. The two women became great friends when they shared a house together in the Rue Bolard in 1929. This was a particularly happy period for Sumner; she later commented on the congeniality of the apartment with its "unusual and delightful...tiny garden".

"Paintings in which the landscape outside is seen through a window [are] by no means an uncommon form of composition; the device in Maud Sumner's work has a curious poignancy. When the outside world is seen through a window and combined with a humanized interior, the contrast is meaningful. The human figure is absent and the paintings become not so much lonely as reflective compositions. They do not suggest that inside a house the human presence is warmly and comfortably enshrined against the vagaries of nature. They suggest rather that nature and the objects with which human beings surround and comfort themselves are related; and this suggestion is almost a religious one, an impression that is heightened by the colours. These, whether soft and muted or filled with light and sparkle, are the very substance of all the objects in the composition." (Eglinton, pp. 29-30)

Sumner would continue to work in this naturalist vein until the 1940s. Returning to Paris after the Second World War, she was exposed to the Rayonist movement, encouraging her own experiments with fragmentation and abstraction.

Bibliography

F. Harmsen, *Maud Sumner, Painter & Poet*, (Pretoria, 1972).

C. Eglinton, *Maud Sumner*, (Cape Town, 1967).





10

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

'Willows in the Transvaal'

signed and dated 'J Pierneef 1925' (lower left); bears label with title, medium and artist name (verso)

pastel

38.5 x 50.5cm (15 3/16 x 19 7/8in).

£6,000 - 9,000

€8,600 - 13,000

US\$9,300 - 14,000

Provenance

Private collection, United Kingdom, for over 60 years.

Pierneef orchestrated his first solo exhibition in October 1915, at the J.H de Bussy building in Pretoria. The willow tree was the most prevalent subject in the exhibition, leading critics to label the show 'the cult of the willow'.

Pierneef's main source of inspiration for these Willow works was the large tree that shaded his De Waal street house, the first house he built for himself and his wife Agatha Delen in 1910. Pierneef observed of the tree, and its influence on his work: "I have studied the tree to the point of exhaustion. I know every bend in its trunk or its heavy branches. I could draw by heart every gnarl in its bark. The willow is the most beautiful tree that I know in SA, especially in winter."

The affection that Pierneef held for the willow tree meant it remained a subject he returned to many times in all forms of media, culminating with his late willow design for his close friend Toit du Toit's gravestone. The final version was unveiled in 1955.

Willows in the Transvaal demonstrates Pierneef's great proficiency with pastel. He achieves the impression of light dancing in and out of the branches by colouring them a golden, glowing hue. Pierneef experimented with pastel and its capacity to depict light in earlier works such as *Willow Tree* dated 1913 (sold in these rooms, January 2008). Both works bear a similar composition, with hanging foreground branches so close they almost frame the top of the picture. Meanwhile smaller willow trees in the background bask in the sun of the Transvaal.

Bibliography

P.G. Nel, *J H Pierneef His life and his work*, (Cape Town and Johannesburg, 1990), pp. 43 & 188.



11*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Homestead

signed 'JH Pierneef' (lower right)

oil on board

45 x 62cm (17 11/16 x 24 7/16in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Private collection, Pretoria, 1929.

Thence by direct descent to the current owner.

IRMA STERN (SOUTH AFRICAN, 1894-1966)

'Arab in Black', a portrait of a Zanzibar prince signed and dated 'Irma Stern / 1939' (upper left); bears inscription 'Arab in black' to stretcher and frame (verso)
oil on canvas
61 x 51cm (24 x 20 1/16in).
within an original Zanzibar frame

£700,000 - 1,000,000

€1,000,000 - 1,400,000

US\$1,100,000 - 1,600,000

Provenance

By descent to Betty Suzman (née Sonnenberg), Johannesburg.
Auction held in aid of The Treason Trial Defence Fund, Johannesburg, late 1950s.
Thence by descent to the current owner, United Kingdom.

This magnificent and sensuously delightful oriental portrait is a testament to an artist and woman who responded passionately to the world and used her painting as a means of self-discovery and personal revelation. The 1930s was characterised by much change for Stern. In 1934 she divorced her husband Johannes Prinz and a year later her father died. These two elements brought about a remarkable sense of freedom and renewed sense of self-confidence for the artist. It was during this transformative time that Stern painted prolifically and produced her strongest works. Of romantic and passionate temperament, she was fascinated by foreign and unfamiliar cultures, in particular the Orient.

Stern was first exposed to the Islamic faith through her dealings with the Cape Malay community. The ancient rituals and traditions captured her imagination. In 1939 and 1945, she visited Zanzibar where she was able to further immerse herself in Islamic culture; taking tea with the Sultana, shopping in the bazaars, attending a wedding, even living in a house opposite a mosque. She was diligent in her observations, noting with delight in her 1948 publication *Zanzibar* many facets of the Muslim community there. Her surroundings overwhelmed her senses and powerfully stimulated her visual perceptions. Highly sensitive to colour, pattern and rhythm, Stern responded strongly to the beauty and grace of the Malay and Arab people. The resulting portraits are considered to be the highpoint of her creative output.

Both the sitter's facial features and his distinctive costume - his colourful *mussar*, a black *subaiya* over his *dishdasha*, and his *khanjar* - identify the *Arab in Black* as a member of Zanzibar's ruling Al Said dynasty, a branch of the Omani royal family. Though Zanzibar was formerly ruled by the Sultan of Oman, in 1861 the Sultanate of Oman and Zanzibar was divided into two separate countries.

"There is no doubt that the portrait is a member of the *Zanzibari* branch of the Al Said family because of his *mussar* and other aspects of his clothing...it's definitely a royal family member because he is also wearing the Omani *khanjar* with the seven rings...(and) the 'subaiyah' (black robe)." (Murtadha Al Lawati, Director of Ghalya's Museum of Modern Art, Muscat in interview for Times of Oman, 22 July 2015)

Another portrait from 1939, *Sheik Said Bin Ali El Magheri*, has on occasion been mistitled 'Sultan'. The 9th Sultan in power at the time was HH Sayyid Sir Khalifa II bin Harub Al-Said (1879-1960); Said Bin Ali El Magheri was most likely one of his officials. The royal dress of the sitter in *Arab in Black* suggests a much closer connection to the Sultan, one of his sons or another family member. In her text *Zanzibar*, Stern described the Sultan and his entourage during a visit to the Palace as "bearded figures belonging to another age - a thousand years or more back; gold glistening on their coats, silk woven into their rainbow-coloured turbans, wound artfully, each particular race having a different traditional way their faces expressed depths of suffering,

profound wisdom and full understanding of all the pleasures of life - faces alive with life's experiences" (Stern, p. 55).

The facial expression of this sitter communicates a calm wisdom. The harmonious nature of the work is emphasized by Stern's use of complementary colours; her superb colour-handling is seen through the pictorial dialogue she creates by fusing the energetic purples and oranges in the sitter's elaborate patterned turban, which are finely contrasted with the warm flesh tones permeating the sitter's face and bold ebony of his robes and beard. Just seen is the hilt of his dagger, the Al Said *khanjar* is a symbol not only of royal authority, but also of manhood: "The Arab is always armed. He is the most masculine man I ever struck" (Stern, p.90).

Betty Sonnenberg was the daughter of Max Sonnenberg MP (1920-1949) and founder of Woolworths in 1931. She married Saul Suzman, a wholesale tobacco merchant and brother-in-law of anti-apartheid activist Helen Suzman, the sole representative of opposition party in parliament during apartheid. The Suzmans donated the present lot to a Johannesburg auction to raise funds for the Treason Trial Defence Fund, which had been founded to help pay the legal costs of the 156 accused of high treason, including Nelson Mandela, Walter Sisulu, Albert Luthuli and Oliver Tambo, and to support their families. The Treason Trial dragged on from 1957 to 1961 and a number of such auctions were held; Irma herself donated a work to the cause, although she declined to make further donations, for fear of attracting attention from the authorities.

We are grateful to Murtadha Al Lawati, director of Ghalya's Museum of Modern Art in Muscat, for his assistance in cataloguing this lot.

Bibliography

- M. Arnold, *Irma Stern: A Feast for the Eye*, (Vlaeberg, 1995).
- M. Arnold, *Women and art in South Africa*, (Cape Town, 2006).
- M. Berman, *Remembering Irma, Irma Stern: A memoir with letters*, (Cape Town, 2003), p. 141.
- C.B. Braude, 'Beyond Black and White: Rethinking Irma Stern' in *Focus*, The Helen Suzman Foundation, Johannesburg, Issue 61, June 2011, p. 48.
- N. Dubow, *Irma Stern*, (Cape Town and Johannesburg, 1974).
- B. Freemantle & W. van Rensburg (eds.), *Expressions of a Journey: Irma Stern*, The Standard Bank Gallery Exhibition Catalogue, (Johannesburg, 2003).
- I. Stern, *Zanzibar*, (Cape Town, 1948).



Sultan of Zanzibar, circa 1890s



13* W

IRMA STERN (SOUTH AFRICAN, 1894-1966)

'Congo Woman'

signed and dated 'Irma Stern 1929' (upper right); bears Pretoria Art Museum exhibition label (verso)

oil on canvas

96 x 61.5cm (37 13/16 x 24 3/16in).

£120,000 - 180,000

€170,000 - 260,000

US\$190,000 - 280,000

Exhibited

Pretoria, Pretoria Art Museum, *Irma Stern Centenary Exhibition*, October 1994, cat. no. 2.

From 1917 to 1920 Stern studied under the German Expressionist artist, Max Pechstein, who was then a professor at Berlin Academy of Fine Arts. This period was key in encouraging her preoccupation with the primitive. Pechstein was a member of Die Brücke, a movement that eschewed the dominant academic style. They sought a new aesthetic that would form a bridge between the art of the past and the present. The Ethnographic Museum in Dresden was a source of inspiration for these artists; the African tribal artefacts on display seemed to possess an authenticity lacking in the work of contemporary European artists.

Pechstein was greatly influenced by Gauguin's naive depictions of Pacific Island life. Contrasted with urban, industrialised Berlin, these images appeared to represent an "earthly paradise". Pechstein's idealization of the exotic and primitive was soon adopted by Stern, and would continue to inform her attitude to her native Africa throughout her career. As Esmé Berman suggests, for Stern "the philosophical concept of primitivism - advocated in Germany - existed as an empirical reality in Africa".

Returning to Cape Town in 1920, Stern sought out exotic subjects in pursuit of artistic authenticity. She travelled to Umgababa on the Natal South Coast, where she came into contact with traditional Zulu artefacts and culture. Stern recorded her impressions in two works, *Composition* 1923 (Arnold, no. 56) and *Repose* 1927 (Ibid. no. 28). Both pictures depict nude Zulu women relaxing in fantastically lush vegetation.

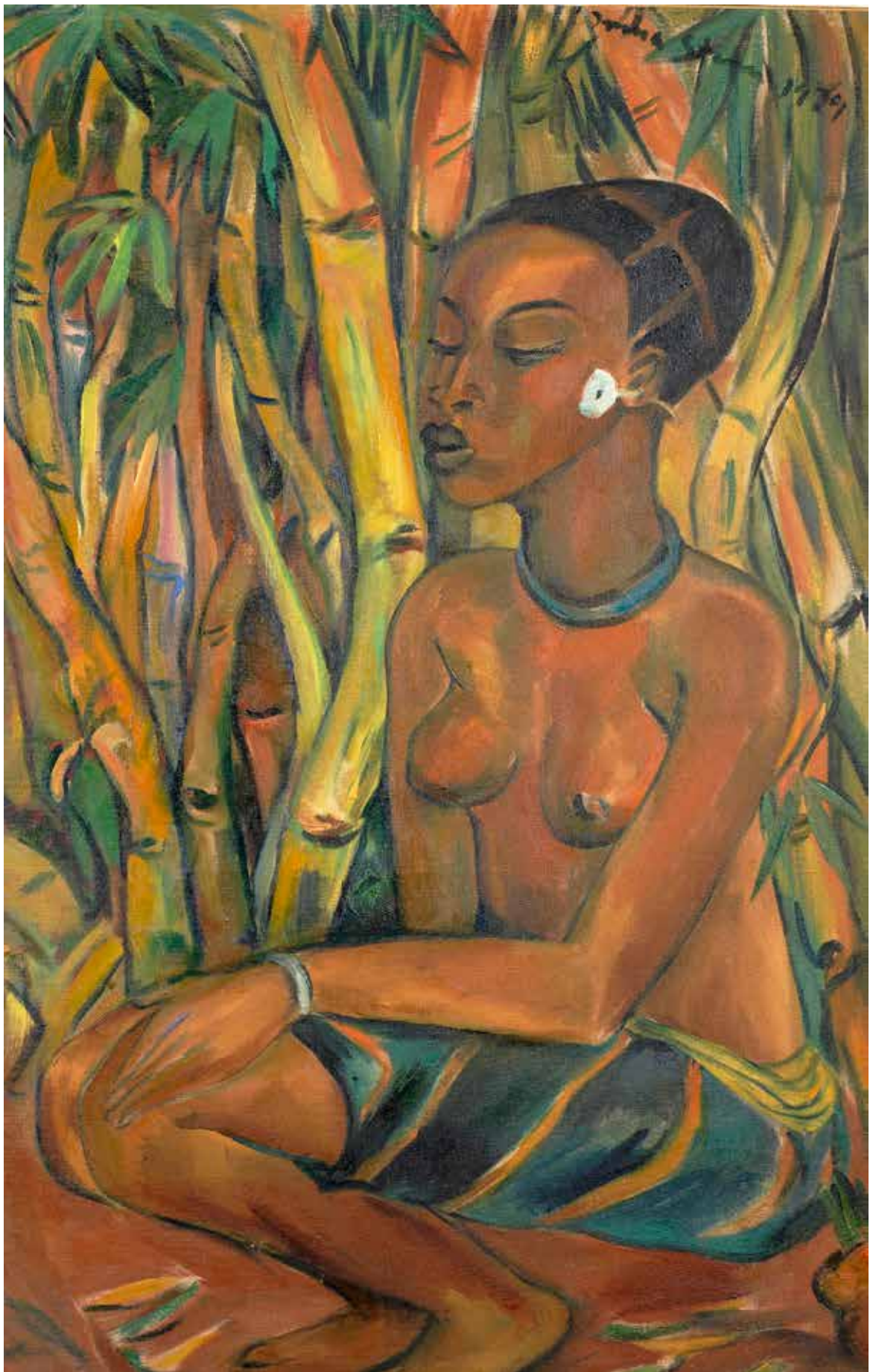
Congo Woman, dated 1929, exoticizes its subject in a similar fashion. It is not a specific likeness; Stern did not travel to the Congo until 1942. The portrait's interest lies in the fact that it is a work of imagination. Here, Stern has freed herself from the confines of mimetic representation; the woman's legs are disproportionately short, the green and orange hues of the foliage are picked up in the woman's skin. The implication is that she is at one with the landscape, a more authentic being than her European counterparts.

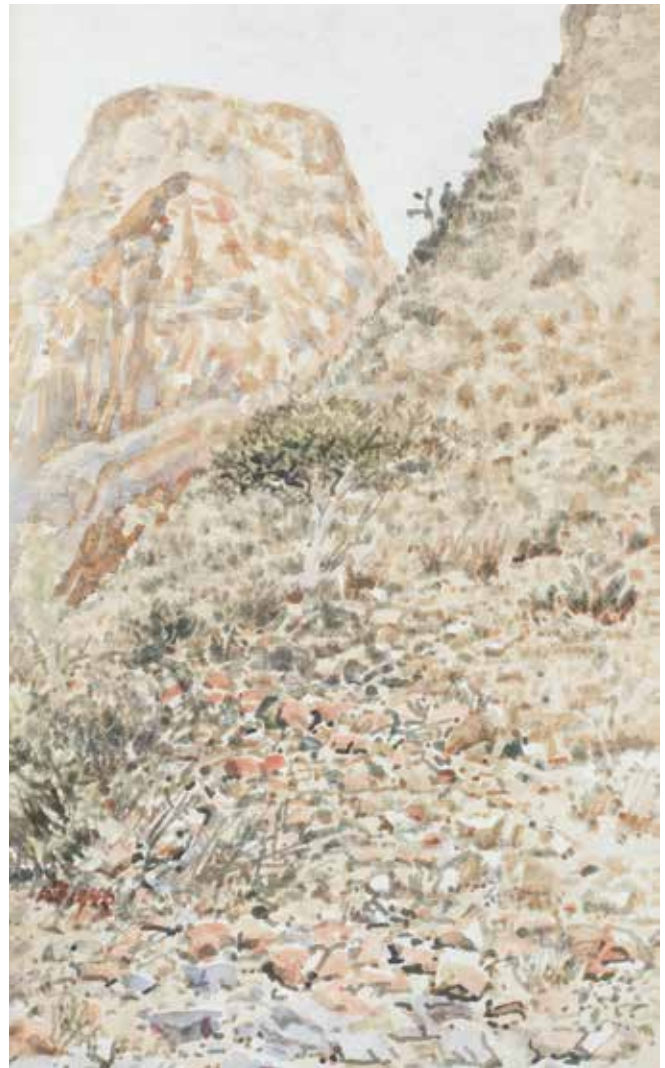
Bibliography

M. Arnold, *Irma Stern: A Feast for the Eye*, (Vlaeberg, 1995), pp.11-16.

E. Berman, *Art & Artists of South Africa*, (Cape Town, 1983), pp.438-442.

N. Miall, *Kirchner: Expressionism and the City, Dresden and Berlin 1905-1918*, (Royal Academy, London, 2003).





14*

ADOLPH STEPHAN FRIEDRICH JENTSCH (GERMAN, 1888-1977)

Three South West African landscapes

all signed with initials 'AJ' and dated 1940, 1944, 1946; two inscribed 'South West Africa'

watercolour

18 x 27cm (7 1/16 x 10 5/8in)(2); 33.5 x 19cm (13 3/16 x 7 1/2in).

(3)

£1,200 - 1,800

€1,700 - 2,600

US\$1,900 - 2,800



15* W

ADOLPH STEPHAN FRIEDRICH JENTSCH (GERMAN, 1888-1977)

'Aloe in bloom'

signed and dated 'A.J 1938' (lower right); inscribed 'No.6k A. Jentsch' (to stretcher verso)

oil on canvas

61.5 x 81cm (24 3/16 x 31 7/8in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

The present lot is dated 1938, the year in which Jentsch left his native Germany for his cousin's farm, Kleepforte, in South West Africa. Jentsch's arrival marked a great watershed in his art. Although his temperament was very different to contemporary Expressionist artists, Jentsch shared their belief that art was primarily a reflection of the artist's inner life.

The freedom and harmony he experienced at Kleepforte prompted a great surge in his creative output. The harmonious composition of the landscape emphasizes its spiritual quality; the expanse of barren land is balanced by an equally vast sky. The emptiness of such scenes was carefully calculated by Jentsch: "I don't paint anything unimportant by painting it with less attention, or putting it into the background. I just leave it out...the expression of emptiness becomes effective through those things that surround it."

It was this process of selection that set Jentsch's landscapes apart from the naturalistic art that had come before, and aligned him with Expressionism. In reducing the South West African landscape to its bare essentials *Aloe in bloom* conveys the artist's relief at escaping the suffocating oppression of Nazi Germany. Olga Levinson comments, "the painting[s] called 'Aloe in bloom' left the onlooker with a sense of exhilaration in the joyous contact with mountain and veld".

It is evident that the subject of this work was a great favourite with Jentsch. An almost-identical oil painting was sold in these rooms (17 October 2012, lot 326) and a watercolour study of the same subject is illustrated in Scholtz (p.57, cat. no. 76).

Bibliography

O. Levinson, *Adolph Jentsch*, (Cape Town, 1973).

U. Scholtz (ed.), *The Levinson Collection: Being the Olga and Jack Levinson Collection of S.W.A./Namibian Art*, (Pretoria, 1986).



16

CECIL HIGGS (SOUTH AFRICAN, 1900-1986)

'Dr A.C. Bouman'

signed 'CECIL HIGGS' (lower left); bears Pretoria Art Museum and South African National Gallery exhibition labels, both with title, exhibition name 'Retrospective' and one numbered '3' (verso)
oil on canvas

38.5 x 46cm (15 3/16 x 18 1/8in).

£3,000 - 5,000

€4,300 - 7,200

US\$4,700 - 7,800

Provenance

Gifted to Dr Bouman by the artist.

Thence by direct descent to the present owner.

Literature

V. Holloway, *Cecil Higgs*, (Cape Town and Johannesburg, 1974), p. 31, illustrated fig. 10.

Exhibited

South African National Gallery, *Cecil Higgs Retrospective*, Cape Town, 1975.

Pretoria Art museum, *Cecil Higgs Retrospective*, Pretoria, 1975.

Prof. A.C. Bouman was an art critic and linguist at Stellenbosch University from 1921-1946. He was introduced to the Cecil Higgs through their mutual friend, and Higgs's cousin, the English lecturer Christina 'Stinie' van Heyningen. Higgs had taken up Stinie's offer to stay with her in Stellenbosch in 1935 after her mother's death, and as a result, Bouman and Higgs met through the University's cultural and social circles.

Bouman became one of Higgs's greatest supporters, instigating her membership into the New Group, commissioning designs for his play 'Nenna van Drakenstein', and writing her a triumphant entry in his book *Painters of South Africa*, in which he refers to her as 'our best woman painter'. The feeling was mutual, Higgs would consistently refer to Bouman as her staunchest supporter, in particular during her 'struggling Stellenbosch days'.

Holloway points to the current work being completed during the time Higgs spent with Stinie in Stellenbosch; after her time in London studying at Goldsmiths and The Royal Academy, but before a trip to Europe in 1938. He remarked that this work 'shows a treatment of pigment similar to that in her London self-portrait'. Higgs would not return to South Africa for some time after she left for Europe, as she extended her trip in order to spend more time in Paris, the 'fountainhead' of art.

This early period in Stellenbosch appears to have been a highly productive period of Higgs's career, and is best remembered for her portraits and still lifes. This work in particular is a synthesis of both these preoccupations; the contemplative portrait of Dr Bouman is nicely offset with a study of Stinie's windowsill and what appears to be one of Higgs's own paintings.

Bibliography

V. Holloway, *Cecil Higgs*, (Cape Town and Johannesburg, 1974).

Dr A.C. Bouman, *Painters of South Africa*, (Cape Town, Amsterdam, Pretoria) pp. 109-113.

D. Bertram, *Cecil Higgs close up*, (Rivonia, 1994).



17*

MAURICE CHARLES LOUIS VAN ESSCHE (SOUTH AFRICAN, 1906-1977)

Portrait of Mrs Idy Stern
signed 'van essche' (lower left)
oil on canvas
61 x 81cm (24 x 31 7/8in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000

Provenance

Purchased from the artist by Mr and Mrs Stern in South Africa, circa 1947.

Thence by descent to the current owner.

The Sterns were forced to flee their home in Paris when the Nazis occupied the city in 1940. They escaped France, crossing the border into Spain and then on to Portugal, where they caught a boat from Lisbon to Mozambique. They arrived in South Africa in 1941.

Erudite and well-travelled, the couple were welcomed into South Africa's art circles. Maurice van Essche was a great friend and frequently visited their home in the 1940s and 50s. Idy possessed many talents: she was fluent in six languages and a consummate musician. This portrait is testament to van Essche's respect and affection for a remarkable woman.

WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)

'Landscape with two Quagga'

signed 'Walter Battiss' (lower right); inscribed with title, artist's name and address (verso)

oil on canvas

56 x 61cm (22 1/16 x 24in).

£15,000 - 20,000

€21,000 - 29,000

US\$23,000 - 31,000

Provenance

Private collection, Johannesburg, 1940s.

Thence by direct descent to the current owner.

Walter Battiss first encountered the ancient rock paintings of the San in 1933. He wrote of the experience to Erich Mayer:

"I went to see the Bushman paintings at Le Roux's of Malopodraai...it seems a world relying for its effect on tone values. It is not easy to paint with a small brush. I feel one must possess an acute colour sense and paint in oils. And quickly too." (April 14, 1933)

This was a watershed moment for Battiss; inspired by these ancient paintings, he began to move away from his early Impressionist style. He adopted the Bushman artists' large, flat areas of colour and bold outlines. Details were eliminated and the illusion of perspective abandoned.

In 1948, Battiss travelled across South Africa to study San rock art in greater depth. He visited the Namib Desert, spending long periods of time with the Bushmen and accompanying them on hunts. These experiences culminated in the publication of his book, *The Artists of the Rocks*. Battiss's own San-inspired art achieved international recognition that same year when he was awarded the bronze medal for his woodcut *Seaside Sport* at the 'Sport in Art' exhibition held at the Victoria and Albert Museum to coincide with the 1948 Olympic Games in London. His painting *The Quagga Race* also received honourable mention.

The Quagga Race (illustrated in the XIVth Olympiad exhibition catalogue, no. 202) is somewhat similar to the present lot in both its content and style, suggesting that they may have been executed in the same period. Both paintings depict vast desert landscapes peopled with Bushmen and quagga, an extinct subspecies of plains zebra that roamed the Karoo region until the 19th century. Quagga are a common motif in San rock paintings. In choosing this subject and adopting 'primitive' painting techniques, Battiss was challenging the dominating Western artistic conventions and forging a distinctly South African idiom.

Bibliography

Murray Schoonraad, *Walter Battiss*, (Cape Town, 1976), pp.10-15.



19*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Highveld Storm

signed 'J.H. Pierneef' (lower right)

oil on board

41 x 56cm (16 1/8 x 22 1/16in).

£70,000 - 100,000

€100,000 - 140,000

US\$110,000 - 160,000

The focus of *Highveld Storm* is not the landscape; it is undoubtedly Pierneef's vast cumulonimbus clouds, which hang over the purple mountains threatening to burst at any moment. Like his pencil and watercolour sketches of trees, the artist made countless studies of clouds. Other comparable oil paintings include *Karoo landscape with rain clouds* (sold at Stephan Welz & Co., Johannesburg, 20 October 2003, lot 314) and *Wolke, 1952* (illustrated in Nel, p.148).

"His mystic towers and castles in the air above the Transvaal landscape are almost legends in themselves, they have become symbolic. They hover over the veld like mountains and bring a dramatic tension to static scenes. At times these heavy cloud masses are highly stylised or they form a stylistic unity with the landscape. On other occasions they acquire almost anthropomorphic traits." (Nel, p.149)

Bibliography

P.G. Nel, *J.H. Pierneef: His life and work*, (Cape Town, 1990), pp.148-9.







20*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

'Springbok Flats, scene near Warm Baths'

signed '.Pierneef' (lower left)

oil on board

31.7 x 41cm (12 1/2 x 16 1/8in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000



21*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Crocodile River, Hectorspruit

signed and dated 'J.H.Pierneef. 53' (lower left); inscribed 'Krokodilrivier Wildtuin, OT / by Hectorspruit / J.H.Pierneef / 1953' (verso)

oil on board

43 x 53cm (16 15/16 x 20 7/8in).

£20,000 - 30,000

€29,000 - 43,000

US\$31,000 - 47,000

By 1953 Pierneef's health was in a fragile state, having suffered a series of heart attacks in the early 1950s. Unable to paint for a year, he deferred a commission for the Pretoria City Council. Following this period of inactivity, Pierneef travelled around South Africa making up for lost time. This tour included the small town of Hectorspruit (also known as Emjejane) about 400 kilometres east of Pretoria, on the southern tip of the Crocodile River.

Pierneef had previously visited Hectorspruit in 1944, producing several pencil studies of the same view. The river itself originates in Northern Mpumalanga, and traverses the entire province, acting as the southern border to the Kruger National Park. Pierneef presents us with a majestic view of the veld from across the river; the light-filled landscape opens up between the trees.

Characteristic of Pierneef's later work, the thinly applied paint and muted colour palette gives the landscape a fresco-like quality. The foliage in the foreground is defined in a more graphic style and the trees are executed with Pierneef's characteristic meticulous attention to line and form.

Bibliography

P.G. Nel, *J H Pierneef: His Life and his Works*, (Cape Town, 1990), pp.101-107.

22*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Madeira street scene

signed and dated 'Irma Stern/ 1931' (lower left)

gouache and oil on paper

38 x 49cm (14 15/16 x 19 5/16in).

£12,000 - 18,000

€17,000 - 26,000

US\$19,000 - 28,000

Provenance

Purchased in South Africa.

Thence by direct descent to present owner.

In September 1931, Stern travelled to Madeira where she stayed for three months. She had spent much of the late 1920s working and painting portraits in Zululand, Swaziland and Pondoland. Despite receiving critical acclaim, she began to feel her work was becoming repetitive. Her visit to Madeira provided a welcome change of scenery. In October Stern wrote to her friend Roza van Gelderen: "I have made a good many pictures – I think you will like...Now I am working in a little delightful fisher village – am a bit overworked – as I have not had much to distract me. I go on working all day... But how I ever can go away from here and feel happy again I do not know – it is so full of beauty and colour and life."

The current work is comparable to the gouache entitled *Madeira rooftops* also dated 1931 (sold in these rooms, February 2009, lot 12). Both these works see Stern meditate on Madeira's seaside dwellings, mostly in pure colour: "Madeira, to me a wordless concept of earliest delights. Sun and bright colours and beautiful children with big, dark eyes. Flowers covering the walls of the brightly-coloured houses. Childhood memories, and yet they are somehow so firmly anchored in the blood that the words one day ripened like a slow, creeping fever. I had to go to Madeira."

Stern painted some of her best works during her time in Madeira, in particular bright landscapes and portraits of men which celebrate the light, colour, and simple way of life on the island. When Stern exhibited her Madeira works in Cape Town in 1935, Edward Roworth commented on the "sinister" colours and "hectic, feverish atmosphere" (*Cape Times*, 1935). In spite of the mental anguish she suffered during this period, Stern was incredibly prolific in Madeira. She later stated she only left the island as she needed a rest from "the intensive work" she had been doing (*Cape Times*, 1932). The trip would prove pivotal for the young artist: on her return to South Africa, Stern took control by ending her marriage to Johannes Prinz, and their divorce was finalised in 1934.

Bibliography

S. Albert (ed.), *Journeys to the Interior: Unseen works by Irma Stern 1929-1939*, (Cape Town, 2006).

M. Arnold, *Irma Stern: A Feast for the Eye*, (Stellenbosch, 2005).

K. Schoeman, *Irma Stern: the early years, 1894-1933*, (Cape Town, 1994).





23*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Portrait of the Bailey children

signed and dated 'Irma Stern 1944' (upper right)

oil on canvas

57 x 71cm (22 7/16 x 27 15/16in).

£150,000 - 200,000

€210,000 - 290,000

US\$230,000 - 310,000

Provenance

Purchased directly from the artist by Samuel Pauw, Pretoria.

Private collection, 2007.

Exhibited

Pretoria, Volkskas Building, Irma Stern exhibition.

Stern's portraits largely depict unnamed sitters; she was primarily interested in her models for their visual potential, and the opportunity for experimentation with expression and form. Stern's unwillingness to flatter meant that commissions came from her family and friends rather than fashionable Capetonians.

In 1916 Stern painted *The Eternal Child*, a work that garnered the negative attention of critics but positive affirmation from German Expressionist Max Pechstein, and as such Stern considered it her 'first' painting, refusing to sell it for nearly her entire life and speaking of its importance on many occasions. "I painted it in a sort of trance, simply following the inspiration of the moment. When I had finished it, I found it different from my other work" (*The Cape Argus*, 12 June 1926).

Her ability to combine the fragility of the child's body with the innocence of the face gives these portraits a true sense of the delicate balance of childhood and the ever-impending responsibility of adulthood. In the 1920s and 1930s Stern revisited the subject of children several times; however by the mid-1930s, her marriage to Johannes Prinz formally ended and her maternal instincts perhaps snuffed, the already rare paintings of children more or less disappeared from her oeuvre.

The present portrait depicts the two children from the Bailey family. Col. Sir Abe Bailey, 1st Bt. had been a great art collector, and in 1940 he bequeathed over 400 works to the South African National Gallery. The sitters are most likely William Abel Samuel Lloyd and Mary Ann Lloyd, the children of Mittie Mary Starr Bailey, the eldest of Sir Abe's children with his second wife, the Hon. Mary Westenra, and her second husband, William Frederick Lloyd, who were married on 4 Dec 1935 in London and divorced in 1947.

Stern has been criticised for overwhelming her sitters' identity with her painterly style and vibrant palette. However, the brushwork in this portrait is unusually delicate and precise. The children's likenesses have been closely observed. In a letter from The Firs, dated 24 June 1944, Stern writes to her close friend Freda Feldman, "have just finished a Double Portrait of the grandchildren of Sir Abe Bailey - charming children. Felt quite sorry when they were finished and left me". It is surprising to hear that Stern had so enjoyed the children's company that she was sad to finish the painting; Irma, as a rule did not like being around children, so the Bailey children must have impressed her.

Prof. Samuel Pauw set up his architecture practice in Pretoria in 1962. Since then he has designed some of the city's most iconic buildings including the Volkskas Building (now the ABSA Centre), the University of Pretoria Conference Centre and Faculty of Economics. He was also Vice-Chancellor and Principal of the University of South Africa 1956-1972.

We are grateful to Mona Berman for her assistance with this catalogue entry.

Bibliography

Marion Arnold, *Irma Stern: A Feast for the Eye*, (Cape Town, 1995), pp.97-103.





24*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Piazza San Marco, Venice

signed and dated 'Irma Stern/ 1948' (lower left)

oil on canvas

70 x 70cm (27 9/16 x 27 9/16in).

within an original Zanzibar frame

£300,000 - 500,000

€430,000 - 720,000

US\$470,000 - 780,000

Provenance

Acquired from Wolpe Gallery, Cape Town, circa 1965.

Literature

M. Arnold, *Irma Stern: A Feast for the Eye*, (Stellenbosch, 2005), illustrated p.90, titled *Piazza San Marco, Venice*.

Although not strictly Impressionist in style, Stern's works display a heightened sensitivity to light and tone. Travelling across Europe in 1948, the artist was captivated by Venice in particular. The canals with their shimmering reflections posed an irresistible challenge. Surrounded by cultural activity, Stern experienced a great surge of creativity. She reflected on her visit in a letter to her friend, Freda Feldman:

"It was perfectly lovely to see and hear all that Europe gives in such a short time – all the new music – the plays – the Drama – the Opera – the Ballet – pictures from fourteen different countries were on show...Yes I painted in Venice quite a few pictures."

The present lot demonstrates her fascination with the city's architecture. It depicts Venice's most famous site, Piazza San Marco. The figures strolling across the plaza lead the eye towards the sun-drenched dome of the Basilica. The deft brushwork lends a lightness to the scene; to the right of the composition, the façade of the Doge's palace almost appears to be hovering. The pastel palette and white touches emphasize the ethereal nature of these structures.

During the Second World War, Stern had been unable to visit Europe. She spent much time travelling across Africa in this period, documenting her experiences in her paintings. By the end of the war, she was yearning for new source material. This she found in Europe; its landscapes and people would dominate her output until her death in 1966.

The original Zanzibar woodwork framing the present lot signifies Stern's own personal satisfaction with the work. Stern was keenly involved in all aspects of her artistic production, including priming and stretching her own canvases and choosing the frames for nearly everything she produced. Zanzibar frames were exclusively reserved for her most treasured works. She had exported several pieces of Zanzibar woodwork (including chests and doors) during her time on the island, installing one as the door to The Firs, her Cape Town home, and breaking up the rest to frame her very best pieces.

Bibliography

M. Arnold, *Irma Stern: A Feast for the Eye*, (Stellenbosch, 1995), pp.70-77.

M. Berman, *Remembering Irma, Irma Stern: A Memoir with Letters*, (Cape Town, 2003), pp.129-153.





25

ERIK (FREDERIK BESTER HOWARD) LAUBSCHER
(SOUTH AFRICAN, 1927-2013)

Street scene

signed and dated 'Laubscher / 65' (lower centre)

oil and mixed media on board

101 x 83cm (39 3/4 x 32 11/16in).

£3,000 - 5,000

€4,300 - 7,200

US\$4,700 - 7,800



26*

**MAUD FRANCES EYSTON SUMNER
(SOUTH AFRICAN, 1902-1985)**

Winter landscape
signed 'Sumner' (lower right)
oil on canvas
59.7 x 68.6cm (23 1/2 x 27in).

£3,000 - 5,000
€4,300 - 7,200
US\$4,700 - 7,800

Provenance

Private collection, United States.

Maud Sumner was born in Johannesburg, the daughter of an English brewer. In October 1922, she went to Oxford University to study English literature, at a time when women were in a significant minority. Sumner's passion had always been for art and after a period studying at the Westminster School of Art, she went to Paris where she studied at the Académie de la Grande Chaumière.

Holidays, and Christmases in particular, were spent at Eathorpe Park in Warwickshire, where her father had been married and her grandmother and aunts still lived, which was very much her second home until it was sold in the 1950s. Other 1930s studies of Eathorpe under snow can be found in the collections of Iziko South African National Gallery in Cape Town, the Johannesburg Art Gallery, the Ashmolean Museum, Oxford, and the Municipal Art Gallery in The Hague.

Bibliography

F. Harmsen, *Maud Sumner: Painter and Poet*, (Pretoria, 1992).



27

STANLEY F. PINKER (SOUTH AFRICAN, 1924-2012)

'Lovers'

signed 'Stanley Pinker' (upper right); bears inscription 'LOVERS / Stanley Pinker' (verso)

oil on canvas laid to board

46 x 61cm (18 1/8 x 24in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

The Lovers was painted in 1964, shortly after Pinker's return to Cape Town from Europe. The picture is a celebration of sensuality, both in form and colour. The rounded forms of the lovers are expressed through bold brushstrokes and blocks of solid colour. The lack of clear outlines emphasizes the pair's relaxed state; the soft, undulating curves of the female nude are echoed by the pillows she reclines upon.

Bibliography

M. Stevenson, *Stanley Pinker*, (Cape Town, 2004), p.30.



28*

GREGOIRE JOHANNES BOONZAIER (SOUTH AFRICAN, 1909-2005)

'Old fisherman with baby'

signed and dated 'Gregoire / 1957' (upper left), inscribed 'Ou Visser met babetjie / Old Fisherman with baby / Gregoire Boonzaier' (verso); bears Pretoria Art Museum label with title (affixed to verso)

oil on canvas

37 x 43cm (14 9/16 x 16 15/16in).

£3,000 - 5,000

€4,300 - 7,200

US\$4,700 - 7,800

Provenance

Private collection, United States.

Literature

M. Bekker, *Gregoire Boonzaier*, (Cape Town & Pretoria, 1990), p.93, illustrated

Coetzee comments: "In examining this painting one is immediately struck by the fact that one is dealing with an expressive work, where emotion plays the biggest role."

Bibliography

P.C. Coetzee 'Old Fisherman and Baby', in M. Bekker, *Gregoire Boonzaier*, (Cape Town & Pretoria, 1990), p.93.

29*

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Mother and child

oil on canvasboard

27 x 22cm (10 5/8 x 8 11/16in).

unframed

£12,000 - 18,000

€17,000 - 26,000

US\$19,000 - 28,000

Provenance

Collection of Prof. M. Bokhorst, Cape Town.

In 1945, Sekoto had reached the height of his artistic powers and, having travelled from Sophiatown to the Cape Province, he returned to join his mother and his family in Eastwood, Pretoria. There was no electricity and the only means of transport was an erratic bus service. Despite these conditions, the artist was able to create a body of work sufficient for the two exhibitions he planned to raise the necessary funds to travel to Europe, where he wanted to pursue his artistic career and discover new horizons. He wrote:

"I went to Pretoria where my mother was living and I continued to dream about Europe. I had understood that Paris was the 'Mecca' of the art world and that there was also freedom of thought there. I made up my mind to go... But before leaving, however, I wanted to dig into my ancestral roots, as I no longer believed that the tradition of my forefathers was evil. On the contrary, I felt that I would find certain elements to complement my present living."

The first exhibition was held at Christi's Art Gallery in Pretoria, and the second at the Gainsborough Galleries in Johannesburg. Many of the pieces were inspired by his experiences in the township; the chaotic bus journeys, water carriers with their donkeys, women with their washing bundles. Sekoto's brother had his first child during this period, and the artist made a number of sketches with family as a theme, culminating in the *Proud Father*, *Olga on Bernard Sekoto's Knee*. The baby in *Mother and child* could be modelled on his memories of his niece.

Certainly, maternity scenes are not unusual in Sekoto's oeuvre; babies and children definitely held an immediate appeal for Sekoto, which is evident given the tenderness of this scene. Babies are often seen on mothers' backs in his work, and there is the unforgettable image of the toddler in the *Street Scene* in the collection of the Pretoria Art Museum. We know that Sekoto remembered such images and repeated them consistently; here is further proof of how he would go to his remembered store and pick out imagery for reconsideration.

Ultimately the two exhibitions were a great success, and almost all the works were sold. Sekoto used the proceeds from the sales to fund his trip to Europe in September 1947, and never returned to South Africa.

At this time, Professor Matthys Bokhorst (1900-1982), a Dutch immigrant who became an important figure in the South African art world, was teaching at the University of Pretoria (1945-1951). He was one of those who encouraged the artist to broaden his artistic horizons in Europe. In 1951 Bokhorst moved to Cape Town, where he was president of the South African Association of Arts and art critic for the *Cape Times*. He also served as chairman of the selection committee for the Venice and Sao Paulo Biennales. As director of the South African National Gallery he made many acquisitions of black South African art on behalf of the museum.

Bibliography

N.C. Manganya, *Gerard Sekoto 'I am an African'*, (Johannesburg, 2004), pp.50-51.

B. Lindop, *Gerard Sekoto*, (Johannesburg, 1988), pp.24-26.

L. Spiro, *Gerard Sekoto: Unsevered Ties*, (Johannesburg, 1990), pp.38-41.





30*

EPHRAIM MOJALEFA NGATANE (SOUTH AFRICAN, 1938-1971)

Family group with bicycle

signed and dated '66/ E. Ngatane' (lower left)

acrylic on board

56 x 45.5cm (22 1/16 x 17 15/16in).

£8,000 - 12,000

€10,000 - 14,000

US\$11,000 - 16,000

Provenance

Private collection, United States.



31*

EPHRAIM MOJALEFA NGATANE (SOUTH AFRICAN, 1938-1971)

Township scene

signed 'E. Ngatane' (lower right); inscribed '...STANLY FERRER FROM E. NGATANE/ 19/2/71/ DEPRESSION OF S.A. RACES' (verso)
oil on board

61 x 76cm (24 x 29 15/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000

Born in Lesotho in 1938, Ephraim Ngatane began his artistic training in the 1950s at the Polly Street Art Centre in Johannesburg. There he was tutored by Cecil Skotnes (1926-2009) and Durant Sihlali (1935-2004). The influence of the latter is particularly evident in Ngatane's early watercolours of township scenes. Sihlali's group of 'weekend painters' distinguished themselves from their peers by their naturalistic approach, depicting specific township neighbourhoods such as Pimville, Kliptown and Sophiatown. Ngatane's realism soon earned him a reputation as the 'Hogarth of the township'.

The artist began to move away from watercolour in the 1960s,

experimenting with combinations of oil paint, plaster-of-Paris and sand. The richly textured surfaces of his works aroused the admiration of his contemporaries. Ngatane also distinguished himself through his use of abstract elements. At this time, abstraction was considered a prerogative of white European-trained artists. Ngatane dismissed such prejudices, building up his scenes with broad strokes of the palette knife.

Half-demolished dwellings, stray dogs and the bucket toilet are recurring motifs in his work, symbols of the temporary and fragile nature of life during apartheid. These shantytowns were often perceived as an eyesore by the government and were constantly threatened by demolition.

In spite of the difficulties facing black artists in this period, Ngatane achieved popular success. When his works were exhibited at the Adler Fielding Galleries in 1963, all but eight of the fifty-one works displayed were sold within the first two days.

The artist died from tuberculosis at the age of 32. Since then, his works have achieved increasing recognition and can be viewed in a number of institutional collections such as Fort Hare University, Johannesburg Art Gallery, Pretoria Art Museum and Wits University.

Bibliography

Rory Bester (ed.), *Ephraim Ngatane: A Setting Apart*, (Johannesburg, 2009), pp.6-11.

32*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Still life with tiger lilies

signed and dated 'Irma Stern / 1960' (lower right)

oil on canvas

85 x 69.5cm (33 7/16 x 27 3/8in).

£200,000 - 300,000

€290,000 - 430,000

US\$310,000 - 470,000

Stern's love of nature found full expression in her garden at The Firs. Here she cultivated a wide variety of flowers including stocks, geraniums, daisies, roses, petunias and fuchsias, and many of these blossoms became the subjects of her art. These still-lives exude a vital energy rarely found in the genre; the profusion of stems and blossoms are hardly contained by the edge of the canvases.

In 1937, the British artist Jacob Epstein complemented Stern on her ability to paint flowers: "Do you know that nobody living can paint flowers better than you...Renoir roses...look like paper against your flowers."

The still-lives are generally considered to be Stern's most experimental works, both in colour and form. Here the cool lilac petals of the tiger lilies are set off by the warm orange tones of the peaches and table. The bowls of fruit are painted from above, a different viewpoint to the vase. The multiple perspectives remind the viewer of the canvas's two-dimensionality; the vigorous brushstrokes celebrate the act of painting as much as they do the subject matter. The exotic vase that hold the flowers is no less fascinating, having been purchased on one of her many trips abroad.

Bibliography

H. Smuts, *At Home with Irma Stern*, (Cape Town, 2007), pp.34-35.



33*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

'Camel Riders'

signed and dated 'Irma Stern 1961' (lower left); bears title and date to stretcher (verso)

oil on canvas

100 x 88cm (39 3/8 x 34 5/8in).

£120,000 - 180,000

€170,000 - 260,000

US\$190,000 - 280,000

Provenance

Purchased at auction, circa 1970s, Johannesburg.

Thence by direct descent to current owner.

At the beginning of 1961 Stern, suffering from poor health, decided to escape to the warmer climate of Alicante with her companion Dudley Welch. In a letter to a friend, Stern described the town as "African in character. Palms grow - dates even get ripe - the sea is blue and the sun shines hard". Therefore it would not be a stretch to assume that this was the comparison in mind when she conceived the current work, possibly along with her memories of trips to North Africa in 1948 and 1955 respectively.

Stern's thinly applied paint and expressive brushwork is characteristic of her later works. As a result the composition has a looser form than her early works, concentrating instead on colour, a pallet of earthly hues. The impression is one of saturation, despite the desert setting. The rich colours of the woman's robe, saddles and azure sky negate all aridity.

The woman in the foreground is all but fully covered. The sensitive and delicate treatment of the fabric suggests that Stern's primary interest was the exoticism of this material. Her portrayal of 'otherness' is highly romanticised.

Stern was a keen collector of artefacts from all over the world, many of which can be seen in her paintings, such as the vases and bull stool used in her still lifes. Among her collection was an earthenware tomb figure of a Bactrian camel from the Chinese Tang dynasty (cat. no. 542), which most likely served as the model for the present lot. This is evident from pen sketches she made that are in the collection of the Irma Stern Museum, including *Camel rider* (cat. no. 99), *Resting camel* (cat. no. 100, illustrated), *Camel rider resting* (cat. no. 101) and *Two camels resting* (cat. no. 103).

Bibliography

N. Dubow (ed.), *Catalogue of the Collections in the Irma Stern Museum*, (Cape Town, 1971).

M. Arnold, *Irma Stern: Feast for the Eye*, (Stellenbosch, 1995).

M. Berman, *Remembering Irma, Irma Stern: a memoir with letters*, (Cape Town, 2003).



34*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

'Girls and boat'

signed and dated 'Irma Stern 1956' (lower left); bears title and date to stretcher (verso)

oil on paper laid to board

50.5 x 61.5cm (19 7/8 x 24 3/16in).

£20,000 - 30,000

€29,000 - 43,000

US\$31,000 - 47,000

Provenance

Purchased from a private dealer, Johannesburg, 1985.

Thence by direct descent to current owner.

Girls and boat depicts a relaxed scene; a young woman and her children wait for the fishermen beyond to come in. Stern was particularly fond of painting boats; when travelling, she frequently chose accommodations with views over harbours where she could indulge her fascination for their lines and colours. By the mid-1950s, when the present lot was painted, Stern had become disillusioned by the social and political changes she perceived around her. She looked to fishing and farming communities to shore up her belief in the idyllic nature of pre-industrial life. The resulting artworks depict "field workers, grape harvesters and fishermen – people who occupy themselves with everlasting things, timeless".

Bibliography

M. Arnold, *Irma Stern: A Feast for the Eye*, (Stellenbosch, 1995).

N. Dubow, *Irma Stern*, (Cape Town, 1974).





35* W

DUMILE FENI-MHLABA (ZWELIDUMILE MXGAZI) (SOUTH AFRICAN, 1942-1991)

Kwa-Mashu Township

signed and dated 'Dumile 1966' and inscribed 'Composition for Sculpture'

crayon

189 x 153cm (74 7/16 x 60 1/4in).

£6,000 - 9,000

€8,600 - 13,000

US\$9,300 - 14,000

Provenance

Gallery 101, Johannesburg, 1969.

Exhibited

Johannesburg, Gallery 101, 1966.

Durban, Durban Art Gallery, 1966.

Literature

E.J. de Jager, *Contemporary African Art in South Africa*, (Cape Town, 1973), p.29.

H. Fransen, *Three Centuries of South African Art*, (Johannesburg, 1982), pp. 3 & 361, illustrated.

SA Digest, (Pretoria, February 1975), p.9.

Bantu, (Pretoria, December 1975), p.16, illustrated.

Dumile Feni executed this large scale drawing in 1966 during the few months he resided with fellow artist, Omar Badsha, in the Casbah area of Durban. At that time Casbah was under threat from the Group Areas Act, a measure passed by the apartheid government during the 1950s that attempted to geographically separate South Africans along racial lines.

KwaMashu was one of the first townships in Durban to emerge as a result of this legislation. Durban City Council was instructed to clear the 'slum' settlement of Cato Manor, and relocate its African residents to the new township, KwaMashu. For many, the resettlement meant increased rent and longer commuting times. Opposition to the move was forcibly suppressed.

Dumile witnessed these upheavals first hand. The Badsha family were themselves evicted. The present drawing depicts a resident of KwaMashu, sprawled before the new dwellings, his limbs tangled and broken. The picture documents the human cost of the government's racial legislation.

Often referred to as the 'Goya of the townships', Dumile frequently drew his subject matter from his own experiences. However, unlike many of his contemporaries, Dumile does not romanticise township life; his drawings are not designed to appeal to the predominantly white South African art market.

As fellow artist and friend, Bill Ainslie later commented:

"Dumile took the raw material of his life...and translated it into work in a manner, which revealed a capacity to face unflinchingly the most frightening extremities of human desperation and cruelty without spilling over into sentimentality or overblown expressionism. His originality led to a new style of drawing in South Africa, but I have not found anybody equal the ferocity and compassion of his work" (1967).

The above work is listed on the Haenggi Foundation's online archive (<http://www.pelmama.org/DUMILE.htm>).

Bibliography

P.M. Dube, *Dumile Feni Retrospective: Johannesburg Art Gallery*, (Johannesburg, 2006), pp.21-32.





36*

DUMILE FENI-MHLABA (ZWELIDUMILE MXGAZI) (SOUTH AFRICAN, 1942-1991)

Three drawings

the largest signed and dated 'Dumile 1965' (lower left); the others signed 'Dumile'

charcoal and ink on paper laid to board

99 x 69cm (39 x 27 3/16in); 30 x 18cm (11 13/16 x 7 1/16in); 19.5 x 20.5cm (7 11/16 x 8 1/16in)

(3)

£5,000 - 8,000

€7,200 - 11,000

US\$7,800 - 12,000

Provenance

Purchased by the present owner from Gallery 101, Johannesburg, circa 1965.

Exhibited

Johannesburg, Gallery 101, January 1966.



Little is known about Dumile Feni's early life, although it is said that he executed his first drawings aged six, sketching in the dusty ground outside his house for want of artist's materials. Dumile was hospitalised for tuberculosis in 1963 and the three-month stay at the Charles Hurwitz South African National Sanatorium was of vital importance to his artistic development. Here he was provided with paper and pencils, and became acquainted with the Soweto artist and fellow patient, Ephraim Ngatane.

After their release, Ngatane introduced Dumile to Johannesburg's art scene, and artists including Louis Maqhubela, Ezrom Legae and Cecil Skotnes were impressed by his draughtsmanship. Over the next three years, he produced a large body of work and held his first solo exhibition in 1966 at Madame Haengggi's Gallery 101 in Johannesburg.

The exhibition was both a critical and commercial success; three-quarters of the works were sold in the first few days. The journalist Edward Winder heralded Dumile 'the new name in art', declaring his drawings to be 'eye-catching', 'visionary' and 'remarkable'.

The three sketches offered here were purchased by the current owner at that 1966 exhibition and they display Dumile's characteristic expressionist style. The angular limbs and contorted features reflect the suffering of black South Africans in this period. Dumile himself experienced police harassment and was ordered to relocate from Johannesburg to his 'homelands' in the Eastern Cape. Dumile consequently went into exile, travelling to London in 1968.

Bibliography

C. Manganyi, *The Beauty of the Line: life and times of Dumile Feni*, (Johannesburg, 2012), pp.7-11.





37*

SYDNEY ALEX KUMALO (SOUTH AFRICAN, 1935-1988)

Torso

numbered 'II/X' and signed with initial 'K' (to bronze verso)

bronze

77 x 27 x 22.5cm (30 5/16 x 10 5/8 x 8 7/8in) (including base).

£2,000 - 3,000

€2,900 - 4,300

US\$3,100 - 4,700

Sydney Kumalo attended the Polly Street Art Centre, where he received training from fellow artists and exhibitors Cecil Skotnes and Edoardo Villa. Initially Kumalo espoused a similar modernist style to that of his mentors, drawing on African prototypes for inspiration. Represented by the German art dealer Egon Guenther and under his pedagogical direction, the Polly Street students Sydney Kumalo, Ezrom Legae and Ben Arnold were encouraged to create a primitivist "African" style.

The African identity they developed nevertheless incorporated European modernist tropes. The present lot depicts this blend of African primitivism and European modernism, closely referencing the work of the English artist and sculptor Henry Moore.

Bibliography

A. Nettleton, 'Primitivism in South African Art' in L. van Robbroeck (ed.), *Visual Century: South African Art in Context, Volume 2*, (Johannesburg, 2001), pp.141-151.

CYPRIAN MPHO SHILAKOE (SOUTH AFRICAN, 1946-1972)

Totem ('Death Musician')

signed 'C MPHO' (to underside of base)

Rhodesian teak

60.5 x 15.5 x 10cm (23 13/16 x 6 1/8 x 3 15/16in)

£4,000 - 6,000**€5,700 - 8,600****US\$6,200 - 9,300**

Cyprian Mpho Shilakoe was born in 1946 and raised on an isolated mission station at Buchbeesreich in the Transvaal. He attended Rorke's Drift Arts and Crafts Centre from 1968 to 1970, studying print-making and sculpture under Azaria Mbatha (born 1941).

The work of black South African artists in this period has been divided into two branches: a 'township' style and a 'neo-African' style. Shilakoe's carvings exemplify the latter category, inspired by traditional African wood sculptures. The elongated figures mark the artist's effort to move away from European mimetic traditions and adopt a more expressive approach:

"[The traditional African artist] does not set out to reproduce the human form as it appears in reality...the artist analyses the figure in terms of its major volumes...and combines them in a specific manner so that certain parts are emphasized over others." (A. Nettleton, 1984)

Much of Shilakoe's work has a spiritual, visionary quality. He often looked to traditional African legends and myths for inspiration. The freedom of black artists was increasingly curtailed in the 1960s and 1970s as apartheid laws tightened. Winston Saoli was arrested for political activity; Dumile Feni and Louis Maqhubela were forced into exile. Shilakoe's celebration of the beautiful and mystical can partly be interpreted as a form of escapism, a way of transcending the degrading political reality.

Shilakoe's friend and fellow artist, Dan Rakgoathe, described the various sources of his inspiration:

"...the transient drifts of clouds across the infinite sky, the swaying ghostly trees in the caressing breeze, splash spots on carelessly painted walls, linen flapping desperately in the violent wind...However he was not only concerned with abstract idealism, but the everyday suffering of his own people." (1973)

The title of this piece, *Death Musician*, most likely refers to the untimely death of the renowned South African penny whistler, Spokes Mashiyane (1933-1972). The musician was a great favourite of Shilakoe and his contemporaries; fellow artist, Paul Sibisi, later described him as "our maestro". Shilakoe was greatly distressed by the news of Mashiyane's death in 1972, and it would not be surprising if he carved the present lot as a tribute.

By tragic coincidence Shilakoe also died that year, killed in a car accident aged only 27.

We are grateful to Jill Addleson for her assistance with cataloguing this lot.

Bibliography

S. Sack, *The Neglected Tradition: Towards a New History of South African Art, 1930-1988*, (Johannesburg, 1988), pp.15-22.

H. Proud (ed.), *Revisions: Expanding the Narrative of South African Art*, (Cape Town, 2006), p.222.







39* W

EDOARDO VILLA (SOUTH AFRICAN, 1920-2011)

'The Large Face'

steel

92 x 58 x 52cm (36 1/4 x 22 13/16 x 20 1/2in).

£2,000 - 3,000

€2,900 - 4,300

US\$3,100 - 4,700

Provenance

Acquired directly from the artist by the present owner, circa 1966.

A similar work, titled *Mediaeval Head* (1965), is illustrated in Prof E.P. Engel's monograph *Edoardo Villa* (Victoria, 1980), cat. nos 20 & 21.

40*

CECIL EDWIN FRANS SKOTNES (SOUTH AFRICAN, 1926-2009)

Red figure

signed 'C. Skotnes' (lower right)

painted incised panel

92.7 x 77.5cm (36 1/2 x 30 1/2in).

£7,000 - 10,000

€10,000 - 14,000

US\$11,000 - 16,000

Provenance

Private collection, United States.

VLADIMIR GRIEGOROVICH TRETCHIKOFF (SOUTH AFRICAN, 1913-2006)

The Flower Seller

signed 'TRETCHIKOFF' (lower right)

oil on canvas

66.5 x 77cm (26 3/16 x 30 5/16in).

£20,000 - 30,000**€29,000 - 43,000****US\$31,000 - 47,000**

After moving to Cape Town in 1946, Tretchikoff executed a number of portraits depicting local people. He frequently attended the bustling markets of the Malay Quarter on Signal Hill. Inspired by the bright headcloths and aprons of the flower sellers, the artist would sit in the street and sketch. The art historian Amanda Botha recalls how some of the sellers visited his studio on their off-days: "He would give the models food and presents to take home...in our racially divided society it was more relevant than sloganeering".

Despite his friendly relations with these models, Tretchikoff's portraits of the Malay community were not politically motivated and works such as *The Flower Seller* do not attempt to politically engage the viewer. The freedom and rights of black South Africans were severely curtailed in this period as a result of the government's apartheid legislation. However, this flower seller displays no anxiety or unrest; she offers her flowers to the viewer, smiling and carefree. Russian émigrés were viewed with some suspicion by the anti-Communist National Party and Tretchikoff accordingly kept his work apolitical.

Tretchikoff later stated that his primary desire was to capture beauty: "The function of the artist is to reflect his surroundings...I'm so wrapped up in my art that I deliberately cut myself off from outside interferences."

Bibliography

B. Gorelik, *Incredible Tretchikoff: Life of an Artist and Adventurer*, (London, 2013), pp.208-221.

A. Lamprecht (ed.), *Tretchikoff: The People's Painter*, (Cape Town, 2011), p.44.







42*

**VLADIMIR GRIEGOROVICH TRETCHIKOFF
(SOUTH AFRICAN, 1913-2006)**

'Proteas'

signed 'TRETCHIKOFF' (lower left)

oil on canvas

122 x 61cm (48 1/16 x 24in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

Exhibited

Cape Town, Iziko South African National Gallery,
Tretchikoff: The Peoples Painter, 26 May - 25
September 2011, cat. no. 4, illustrated.

Tretchikoff's reverence for flower painting derives from the genre's importance within the Chinese canon, where each blossom symbolises an individual quality.

Unafraid of colour, the artist's use of "sepulchral" blues and greens lend the painting an other-worldly quality. These shades imbue a fluorescence to the stylised blooms, that together create an uncanny 'oriental' quality characteristic of Tretchikoff's entire oeuvre.

Bibliography

B. Gorelik, *Incredible Tretchikoff Life of an Artist and Adventurer*, (London 2013), p.169.

A. Lamprecht, *Tretchikoff The Peoples Painter*, (Johannesburg and Cape Town, 2011), pp.50-88.

43W

**ADRIAAN HENDRIK BOSHOF (SOUTH
AFRICAN, 1935-2007)**

The gamblers

signed and dated 'Adriaan Boshoff/ 75' (lower left)

oil on canvas laid to board

123 x 92cm (48 7/16 x 36 1/4in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000

Provenance

Purchased from Gallery van Rijn, Pretoria.

Thence by descent to the current owner, Sweden.





44*

GREGOIRE JOHANNES BOONZAIER (SOUTH AFRICAN, 1909-2005)

'Veld Shoes'

signed and dated 'Gregoire / 1971' (lower left); inscribed 'N.31 VELD SHOES "HOMAGE TO VAN GOGH"' (to stretcher verso)

oil on canvas

40 x 49.5cm (15 3/4 x 19 1/2in).

£2,000 - 3,000

€2,900 - 4,300

US\$3,100 - 4,700

Van Gogh was regarded by Boonzaier as a great master, along with his contemporaries Cezanne, Degas and Gauguin. He encountered the works of the impressionists on visits to France whilst studying in Britain at the Heatherley School of Art (1935-1937), where he spent two years honing his drawing and painting technique. Of particular attraction to Boonzaier was van Gogh's use of colour.

The current work is quite obviously an 'homage' to Boonzaier's favourite Impressionist. Van Gogh made many studies of working boots throughout his career, most famously *A Pair of Boots* ("Les Souliers"), dated 1887; it too depicts a pair of hard-worn working boots, untied and abandoned on the ground.

Bibliography

M. Bekker, *Gregoire Boonzaier*, (Cape Town & Pretoria, 1990).



45*

GREGOIRE JOHANNES BOONZAIER (SOUTH AFRICAN, 1909-2005)

'Malay Mosque, Chapel St, Cape Town'

signed and dated 'Gregoire / 1971' (lower left); inscribed with title and artist's name (verso)

oil on canvas

36.5 x 46cm (14 3/8 x 18 1/8in).

£4,000 - 6,000

€5,700 - 8,600

US\$6,200 - 9,300

46*

ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975)

The Mango

signed and dated 'PRELLER / '73' (lower right)

oil on canvas

50 x 60cm (19 11/16 x 23 5/8in).

£16,000 - 20,000

€23,000 - 29,000

US\$25,000 - 31,000

Provenance

Acquired directly from the artist.

Thence by direct descent to the present owner.

The mango is a recurring motif in Preller's work. He first began to experiment with the form in the mid 1940s in a series of still life paintings. In 1944, he received a grant from the South African government under the 'Returned Soldiers Scheme', enabling him to buy a plot of land and build his own studio. The site was planted with more than a hundred fruit trees, and in the summer months he was surrounded by mangoes and peaches.

These early still life pictures suggest that Preller was initially interested in the formal properties of the mango; its vibrant colour and rounded shape. However, as Preller continued to explore the motif, it gradually acquired a symbolic significance. In the words of the critic, Merwe Scholtz:

"In the process of repetition [everyday objects such as the mango] attain a certain aloofness, a certain detachment...they become, inter alia, hieratic, part of a supra-personal ritual".

Towards the end of his life, Preller became increasingly preoccupied with his quest for an idiom that would realise his vision of a mystical, exotic Africa. Preller's works *Hieratic Mango* and *Mango Aquarius* (1970) demonstrate this tendency. Both pictures depict a single mango, centrally positioned under a dark and brooding sky. The fruit is no longer a mere still life subject; it is an object of veneration.

Dated 1973, the present lot is the last known depiction of this theme. Preller superficially returns to the conventions of still life painting; the mango sits on a plate alongside some lilies. At the same time, Preller emphasises the flatness of the picture plane, giving the illusion that the fruit is hovering. Again the artist has transformed the everyday into an object of wonder.

Bibliography

E. Berman & K. Nel, *Alexis Preller: Africa, the Sun and Shadows*, (Johannesburg, 2009), pp.302-303.

E. Berman & K. Nel, *Alexis Preller: Collected Images*, (Johannesburg, 2009), p.300.

A.J. Werth, *Alexis Preller Retrospective*, (Pretoria, 1972), p.42.





47*

WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)

'The last supper'

signed 'BATTISS' (lower right)

oil on canvas

59.5 x 75cm (23 7/16 x 29 1/2in).

£12,000 - 18,000

€17,000 - 26,000

US\$19,000 - 28,000

Provenance

Acquired by the current owner in Johannesburg, circa 1975.

The discovery of South African rock art has been described as the single most important event in Walter Battiss's life, an incident that would shape both the content and form of his art. It encouraged his perception that behind the visible, tangible world lay a timeless, spiritual realm. Consequently he broke away from the tradition of mimetic representation, embracing a stylised aesthetic that aimed to give expression to the spiritual dimensions of time and space.

In *The Last Supper*, Battiss makes obvious reference to Leonardo da Vinci's masterpiece in subject and composition, yet background details and the illusion of perspective are eliminated, giving way to blocks of flat colour. The areas of sgraffito, where the artist has drawn into the oil paint with his palette knife, are reminiscent of rock engravings. The vibrant palette is non-naturalistic. Battiss's expressive use of colour was primarily influenced by the polychromatic rock art of the San. But it was also shaped by the developments of European modernists. Battiss visited France in 1938 where he was exposed to works by Picasso, Matisse, van Gogh and Gauguin. When he returned to South Africa, the artist began to work in a fashion that fused Fauvist ideas with the ancient visual grammar of rock art. Battiss commented on the synthesis thus:

"We should accept the dual position of the South African artist. At one moment he is a European with Greek statues and Roman poets inhabiting the shades of his intellectual landscape; at another moment he is a white man, surrounded by forests of African witchcraft, girdled by unending savannas where roam elephants and giraffes..." (Battiss, 1960)

Bibliography

A.W. Oliphant, 'Modernity and aspects of Africa in the art of Walter Battiss', in *Walter Battiss: gentle anarchist*, (Johannesburg, 2005), pp.19-23.

M. Schoonraad, *Walter Battiss*, (Johannesburg, 1976), pp.11-12.





48*

SYDNEY ALEX KUMALO (SOUTH AFRICAN, 1935-1988)

'Imbongi'

signed 'S KUMALO' and numbered '1-3'

bronze

94cm (37in) high (excluding base)

£20,000 - 30,000

€29,000 - 43,000

US\$31,000 - 47,000

Provenance

Purchased from the Goodman Gallery, Johannesburg, by the current owner, June 1987.

Sydney Kumalo enrolled at Polly Street Art Centre in 1953, where he assisted Cecil Skotnes from 1957 to 1964. Skotnes encouraged him to become a professional artist and arranged for Kumalo to work in Edoardo Villa's studio from 1958 to 1960, to receive professional guidance and to familiarise himself with the technical aspects of sculpting and bronze casting.

Kumalo started exhibiting his work with some of the leading commercial Johannesburg galleries in 1958, and had his first solo exhibition with the Egon Guenther Gallery in 1962. His career took off in the mid 1960s, with his regular participation in exhibitions abroad, including such prestige events such as the Venice and Sao Paulo Biennales. From 1969 he allied himself with Linda Givon, founder of the Goodman Gallery in Johannesburg, where he exhibited regularly until his death in December 1988. Skotnes, Villa, Legae and other peers from the Polly Street era also exhibited at the Goodman Gallery, under Givon's drive to promote a contemporary South African art that focused on international artistic trends, rather than ethnicity. The more Western-inflected *Seated Forms* and *Reclining Figures* increasingly made way for figures of spirited African authority, warrior-like images which used ancient associations to contemporary effect in works like *Imbongi*, and his ties with the Goodman Gallery facilitated the dissemination of this influence.

Another work titled *Imbongi* was commissioned for the NAPAC Opera House in Durban: "It is appropriate that the final large scale work completed by Sydney Kumalo before his death is a three-metre high bronze figure of a Zulu "imbongi" or praise singer...Installed in 1987, the sculpture is appropriate because it is a modern rendering in bronze of an important figure in the court of the traditional Zulu kings and chiefs, a contemporary work which incorporates both African and European traditions of sculpture. This praise singer reveals the sculptor's love and respect for his traditional music and apostrophe and noble heritage, but also his urban sensibilities and admiration of contemporary international image-making. That it was commissioned for a large provincial theatre in 1980s South Africa, from a black artist, is a testament to the talent, stature and historical significance of Kumalo" (Nicol, 1999).

The present lot is likely the only bronze from an edition of three to be cast by Goodman Gallery during the artist's lifetime; at least one other was cast posthumously.

We are grateful to Dr Gavin Watkins for his assistance in cataloguing this lot.

Bibliography

M. Nicol, 'Sydney Kumalo' in *They Shaped our Century: The Most Influential South Africans of the Twentieth Century*, (Cape Town, 1999), p.451.

E. Miles, *Polly Street: The Story of an Art Centre*, (Johannesburg, 2004).

S. Sack, *The Neglected Tradition: Towards a New History of South African Art (1930-1988)*, (Johannesburg, 1988).

E.J. de Jager, *Images of Man: Contemporary South African Black Art and Artists*, (Alice, 1992).



49*

LUCAS TANDOKWAZI SITHOLE (SOUTH AFRICAN, 1931-1994)

'Different Opinions' ('Changing his mind') ('Lena nangale')

indigenous wood from Zululand

55 x 34 x 36cm (21 5/8 x 13 3/8 x 14 3/16in)

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Gallery 21, Johannesburg.

Purchased by the current owner from a group exhibition at the S.A Association of Arts, Windhoek, 1976.

Exhibited

Cape Town, Gallery International, 1975, cat. X10, ZAR 1900.

Windhoek, group show with Lucky Sibiya, SA Association of Arts, 1976, cat. X17, ZAR 1900.

Literature

Cape Argus, Cape Town, 20.10.1975.

An Afrikaans paper, Windhoek, 20.5.1976.

Windhoek Advertiser, Windhoek, 21.5.1976.

Lucas Sithole is one of the most important artists to have emerged from the Polly Street Art Centre. His sculptures synthesize the European modernist aesthetic with traditional African wood carving. *Different Opinions* is one of a series of heads that the artist created over the course of his career. The art historian E.J. de Jager claims that these heads mark a highpoint for Sithole, and "radiate a noble and transcendental quality".

The present lot is listed on Fernand Haenggi's online catalogue *raisonne* (www.sithole.com) as LS7570.

Bibliography

E.J. de Jager, *Images of Man*, (Fort Hare, 1992).



50*

FRANCOIS KRIGE (SOUTH AFRICAN, 1913-1994)

The Artist's Garden, Montagu

bears authentication stamp signed and dated 'Sylvia Krige and Suzanne Fox/ 25.9.2000' (verso)

oil on canvas

56 x 56cm (22 1/16 x 22 1/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000

Krige moved to Montagu in 1966, where he had purchased a thatched cottage that dated to 1866. The artist had always had an affinity for nature, and he found it a relief to escape the city of Cape Town. The enclosed garden has long been associated with the idea of refuge; a safe and harmonious environment where nature is tamed. This is evident in Krige's depictions of Montagu. The security offered by this ordered space is emphasized by its juxtaposition with the wild mountainous landscape beyond.

The garden became particularly prominent in Krige's art during the last decade of his life. The changes in season were a constant source of artistic inspiration. With Spring came the vygies, mountain blooms and roses; the Summer, apricots; the Autumn, grapes; and Winter, flowering aloes and proteas.

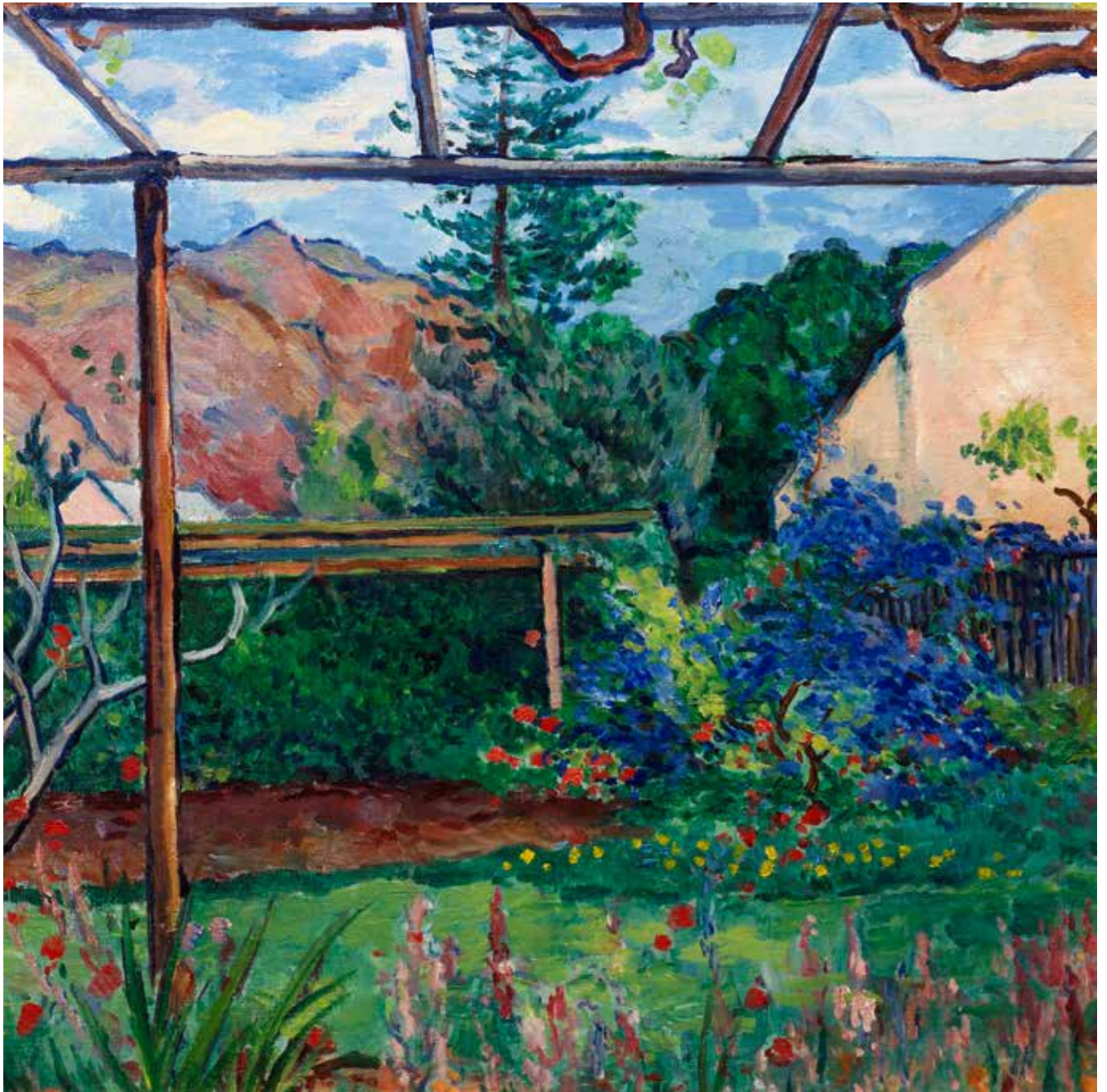
Krige's pride and joy was his vegetable patch where he cultivated lettuce, carrots, peas, sweetcorn, beans, radishes and onions. A visitor to the cottage described how Krige would rise early each morning to tend to the garden and gather the produce.

Krige's 'garden' paintings can be divided into two categories: those depicting his studio garden (an orchard of fruit trees and wild flowers), and those of his garden at home. The present lot is an example of the latter, filled with vegetables and indigenous plants. The high wall to the right shields the garden from the gaze of outsiders. The mountains in the background emphasize the sense of enclosure. The artist is privileging us with a view of his private kingdom.

Stylistically, these late works owe much to 'high' Impressionism. Dashes of colour and dabs of white create a shimmering effect. The vegetation is given shape by colour rather than line.

Bibliography

J. Fox, *The life and art of Francois Krige*, (Cape Town, 2000), pp.92-94.



51*

FRANCOIS KRIGE (SOUTH AFRICAN, 1913-1994)

Self-portrait

bears authentication stamp signed and dated 'Sylvia Krige/ Susanne Fox/ 26.03.00'

(verso)

oil on board

57 x 46cm (22 7/16 x 18 1/8in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000

As a young artist, Krige found the genre of portraiture very challenging. The abstract distortions of Modernist painters did not satisfy his desire to capture the 'character' of his sitters. He attended a number of life-drawing classes, consolidating his ability to render the human figure. However, he still doubted his capacity to create a likeness:

"Portraiture always remains a problem for me; not only to make a good painting, but to please your client at the same time - all the little anatomical differences which distinguish one person from another (the likeness) become so important." (Krige in a letter to his parents, 1952)

Not wanting the pressure of clients' expectations, Krige largely painted members of his family and close friends. Self-portraits were also an important vehicle for experimentation and artistic growth.

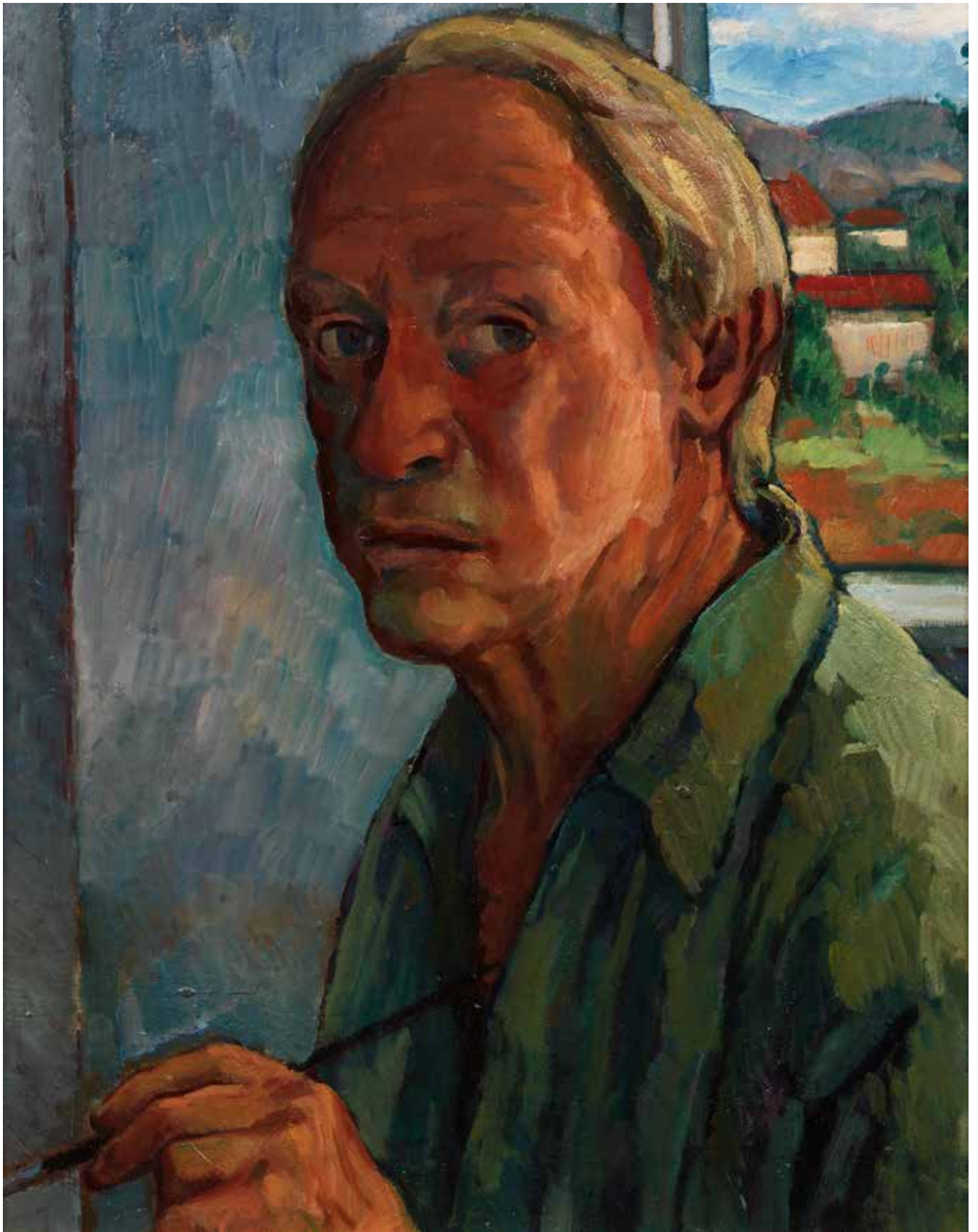
A shy and retiring individual, Krige's self-portraits reflect his tendency to introspection. This painting belongs to the Montagu period (1967-1994). Krige became increasingly preoccupied with his own likeness in his later years, symbolising his retreat from the hustle and bustle of Capetonian life. In this work, the artist looks up from his canvas, his gaze guarded and wary. Half of his face is in shadow and his expression is serious. The act of painting himself forces Krige to confront his ageing self and the inevitable prospect of death.

For Justin Fox, Krige's self-portraits represent some of his greatest achievements:

"[these] meditative images that present us with an austere self-expression...surely rank as some of the finest South African paintings of the second half of the twentieth century."

Bibliography

J. Fox, *The life and art of Francois Krige*, (Cape Town, 2000), pp.100-102 & 130.





52

CECIL EDWIN FRANS SKOTNES (SOUTH AFRICAN, 1926-2009)

Reclining nude

signed 'C.SKOTNES' (lower right)

painted incised panel

76 x 91.5cm (29 15/16 x 36in).

£15,000 - 20,000

€21,000 - 29,000

US\$23,000 - 31,000

In 1954 Cecil Skotnes was introduced to Egon Guenther, a goldsmith and former gallery director in Germany. This meeting was of great importance in developing Skotnes's aesthetic. Guenther exposed the young artist to the work of the German Expressionists, but also to traditional African art:

"At Guenther's...I became acquainted with German Expressionism and the great similarities between it and tribal art." (Skotnes speaking to Dale Lautenbach, *Cape Argus*, 24 April 1984)

Greater awareness of traditional African masks and artefacts encouraged Skotnes to take up a more linear and abstract style. He believed that by incorporating these forms, his art would be more authentically African, more expressive of his surrounding environment:

"I discovered a visual idiom in the indigenous art of Africa, the masks and woodcarving of the tribesmen, which was for me a direct expression of the African environment."

He first exhibited at Guenther's gallery in 1957 as part of the 'Amadlozi' group (a Zulu word meaning 'spirit of the ancestors'). The boldly cut, abstract figures of Skotnes's panels call to mind ancestral heroes and archetypes. Despite his desire to create an African idiom, these figures are a synthesis of many cultural traditions, from Aboriginal to the Antique. Their timeless quality reflects Skotnes's belief in the 'underlying spirituality in all mankind'. As Riena van Graan states:

"Man created by this artist is more than a fetish...and does not 'belong' to any particular race or culture...it could even be seen as a symbol for the first man on earth."

Bibliography

Frieda Harmsen (ed.), *Cecil Skotnes*, (Cape Town, 1996), pp.14-25.



53W

CECIL EDWIN FRANS SKOTNES (SOUTH AFRICAN, 1926-2009)

Totem

signed and dated 'C SKOTNES/ 1982' (verso)

acrylic and metal on carved wood

246 x 60 x 40cm (96 7/8 x 23 5/8 x 15 3/4in) including base.

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

In 1966 Skotnes was commissioned to create a mural for Barclays Bank in Johannesburg, and another for Standard Bank in 1969. It was whilst working on these pieces that he began to experiment with the 'totem' format. Some of the figures depicted in the murals managed to "break free". It is not clear who these abstract figures represent; whether they might be priests, acolytes or worshippers.

The tall and slender format is evidence of Skotnes's long-standing fascination with North American Indian culture. Like the Native American totems, these free-standing planks were frequently carved on both sides and designed to be viewed in the round.

The present lot is a later example, executed in 1982. Unlike its predecessors, the plank is painted in bright colours and adorned with metal shapes. The totemic figures exemplify how Skotnes drew on other traditions and cultures to express his belief in a universal, all-encompassing spiritualism. Skotnes was also known to refer to these poles as columns, suggesting that they were also influenced by Classical and Christian architecture.

Bibliography

Frieda Harmsen (ed.), *Cecil Skotnes*, (Cape Town, 1996), pp.27-30.





54

54

CECIL EDWIN FRANS SKOTNES (SOUTH AFRICAN, 1926-2009)

Abstract head
signed 'C SKOTNES' (lower left)
painted incised panel
47 x 37cm (18 1/2 x 14 9/16in).
within artist's original frame

£3,000 - 5,000
€4,300 - 7,200
US\$4,700 - 7,800

55* W

LUCKY MADLO SIBIYA (SOUTH AFRICAN, 1942-1999)

'Royal Weapons'
carved and painted panel
122 x 92cm (48 1/16 x 36 1/4in).

£4,000 - 6,000
€5,700 - 8,600
US\$6,200 - 9,300

Provenance
The estate of the artist.



55

Initially self-taught in the art of carving, Sibiya studied privately under Polly Street artist Cecil Skotnes, whose influence is evident in much of his printmaking and incised wooden panels. In his more mature work, such as the present lot, Sibiya returns to his initial method of carving over incision, which gives this work a fully three-dimensional quality.

Zulu royalty and the African warrior are recurring themes in Sibiya's oeuvre. In the late 1970s Sibiya was fascinated by Welcome Msomi's play *uMabatha*, a take on William Shakespeare's *Macbeth* adapted to fit the 19th century Zulu history. King Shaka Zulu (circa 1787-1828) was the most famous and influential Zulu king who, by the end of his

ten year reign, ruled over 250,000 people. He was a military genius who also is revered as the founder of the Zulu nation. At the very height of his power he was assassinated by his two half-brothers, Dingane and Mhlangana.

Sibiya produced 15 colour woodcuts based on the play and of the same name. Through *Umbatha*, Sibiya received instant international fame and traveled across the world promoting his work.

Bibliography

E.J. de Jager, *Images of Man: Contemporary South African Black Art and Artists*, (Fort Hare, 1992).

56

PETER CLARKE (SOUTH AFRICAN, 1929-2014)

'Lament in the Karoo'

signed and dated 'Clarke/Nov. 1983' (lower right); inscribed with title (verso)

gouache

48 x 64cm (18 7/8 x 25 3/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000

Provenance

Purchased by the current owner from SANG, Cape Town, 1992.

Exhibited

Cape Town, The South African National Gallery/ Natale Labia Museum, *The Hand is the Tool of the Soul: Peter E. Clarke*, 11 March - 17 May 1992, cat no. 10.

Literature

P. Clarke, *Peter Clarke: South African Artist*, (Cape Town, 1987), illustrated p. 3, titled *Grave in the Karoo*.

P. Hardy (ed.), *Peter E. Clarke: The hand is the tool of the soul*, (Cape Town, 1992), p.22 cat no. 10.

In 1956, aged 26, Peter Clarke abandoned full-time employment at the dockyards of Simon's Town to pursue a career as an artist. Inspired by the success of Gerard Sekoto, he was determined to overcome the obstacles presented by apartheid.

Clarke's first exhibition was held in 1957 on Corporation Street, located at the edge of District Six (a mixed race settlement that was later demolished when apartheid planners declared the area whites-only). At the time, conservative commercial dealers were unwilling to showcase Clarke's work, concerned about alienating their white buyers. Instead, Clarke's paintings were exhibited at the offices of the *Golden City Post*, a tabloid aimed at a black readership. Clarke viewed the exhibition as something of a watershed:

"Before (my exhibition), I was just another 'coloured' man. Our people took it for granted that only whites could do such things. Now people are becoming aware of the fact that they can do these things too; they are human beings."

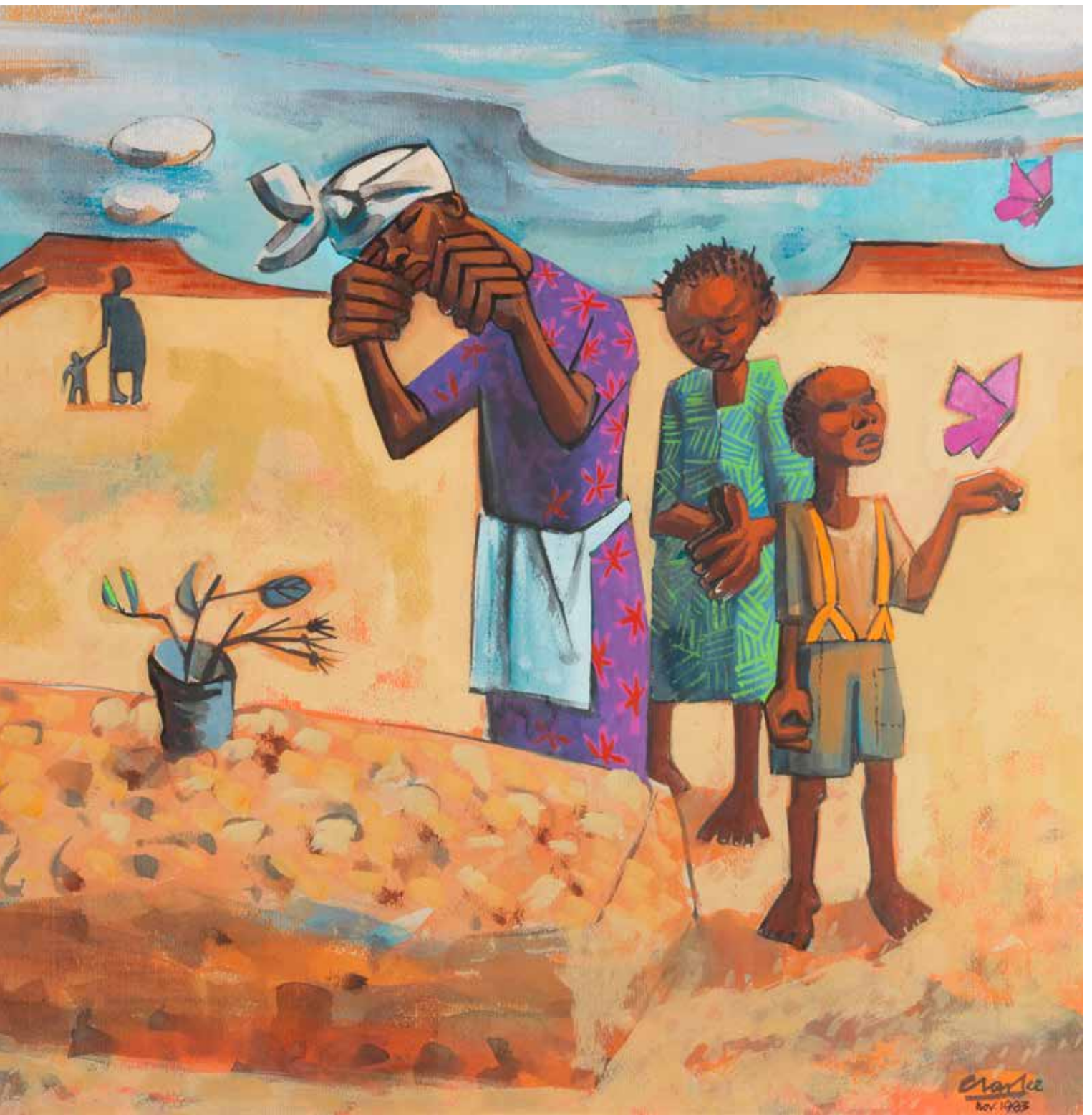
Clarke fervently believed that art could play an active role in social development, and always geared his work towards this end. He was a key figure in Cape Town's Community Arts Project and co-founded Vakalisa, an organisation that promoted cultural and artistic learning in deprived areas of the Western Cape.

Clarke has since won international recognition. He was the subject of a major retrospective at the Standard Chartered Bank Gallery and South African National Gallery in 2011. His works have also been exhibited in London and Paris.

Bibliography

T. Jackson & R. Naidoo, *Peter Clarke: Wind Blowing on the Cape Flats*, (Cape Town, 2013), pp.4-5.





57*

GEORGE MILWA MNYALUZA PEMBA (SOUTH AFRICAN, 1912-2001)

The Vote

signed 'MPemba '95' (lower centre)

oil on canvasboard

46 x 61cm (18 1/8 x 24in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Acquired directly from the artist by the current owner, Port Elizabeth, 1995.

"The images of South Africans going to the polls that day are burned in my memory. Great lines of patient people snaking through the dirt roads and streets of towns and cities...The mood of the nation during those days of voting was buoyant."

These were the words of Nelson Mandela remembering the South African general election of 1994. The ANC would go on to achieve a majority in Parliament with 252 seats, and the ability to form a new government. It is estimated that they won 62% of the vote.

Pemba takes this historic occasion as his subject. His main interest however is not the triumphant win of the ANC, but the patient and jubilant queuing of the black population casting their vote for the first time. Another work entitled *The Vote*, dated 1994, (illustrated in Proud & Feinberg, plate no. 6.38) records the scene outside the polling station. Art historian Jaquelin Nolte's description of this work is also relevant to the current lot; "the energy in this work lies in its attention to the phenomenon of waiting. It is a depiction of the 'new South African order'". The election was the first in which all citizens of all races were allowed to take part. It was estimated that of the twenty-million who were going to the polls, the majority would be voting for the first time.

Under apartheid the black population had been denied the right to vote, as a result the ANC had a battle to educate as many people as possible how to complete their ballot. Mandela revealed that "each rally was also designed to teach people how to vote. The ballot itself was a long narrow piece of paper with the parties listed in descending order to the left and then the symbol of the party and a picture of its leader to the right."

The differences between the 1994 and the 1995 works illustrate the shift in voter education. In 1994 Pemba's voting booth is only a dark box, almost pushed out of the left-hand picture plane. However, by 1995, Pemba records the act of ballot marking centrally in his composition. The light filled room is calm but buoyant with anticipation.

Bibliography

S. Hudleston, *Against all odds: George Pemba: His life and works*, Johannesburg, 1996).

N. Mandela, *Long Walk to Freedom: The Autobiography of Nelson Mandela*, (London, 1995), pp.669-752.

H. Proud and B. Feinberg, *George Milwa Mnyaluza Pemba Retrospective Exhibition*, exh. cat. 2nd ed. (South African National Gallery, Cape Town, 1996), pp.33-74.







58

STELLA SHAWZIN (SOUTH AFRICAN, BORN 1920)

'Horse II'

signed and numbered 'S Shawzin 3/8' (to base)

bronze

76 x 61 x 19 cm

£4,000 - 6,000

€5,700 - 8,600

US\$6,200 - 9,300

Born in the Transvaal, Stella Shawzin originally trained as an actress. Whilst performing in London she was exposed to the paintings of the colourist, Martin Bloch. Inspired, Shawzin began to attend anatomy and painting classes at the 57th Street Art Students League of New York. Shawzin turned to sculpture rather late in her career, teaching herself the processes of casting and welding. Whether working in wood, marble or metal, the artist likes to be involved in each stage of the creative process. She built a foundry on her farm in Constantia, Cape Town, so that she could do her own casting, welding, polishing and patinating.

Shawzin found working in three dimensions greatly liberating. She describes her decision to turn to sculpture as a personal watershed:

"A whole new vocabulary opened up for me after my transition from painting to sculpture...this is the driving force behind the creation of my figures. The infinite variety of movement or stillness...the passive and active energies, are what fascinates me."

The medium of metal particularly appealed to her, seeming to offer the possibility of "limitless expansion".

Bibliography

Prof. Wechter (ed.), *Stella Shawzin: Recent Sculpture*, (New York, 1994), pp.6-9.



59

STELLA SHAWZIN (SOUTH AFRICAN, BORN 1920)

Resting figure

signed and numbered 'S. Sh. 2/8' (to thigh)

bronze

45 x 46 x 32cm (17 11/16 x 18 1/8 x 12 5/8in)

£4,000 - 6,000

€5,700 - 8,600

US\$6,200 - 9,300

60* W

JOHN MEYER (SOUTH AFRICAN, BORN 1942)

'Fields of Promise'

signed 'J Meyer' (lower left) and inscribed 'Fields of Promise' (verso)

acrylic and sand on canvas

115 x 155cm (45 1/4 x 61in).

£35,000 - 50,000

€50,000 - 72,000

US\$54,000 - 78,000

Fields of Promise depicts the Compassberg, the highest peak in the mountainous region of the Karoo. The painting captures the stark beauty of South Africa's vast arid plains. The farm located in the foothills is entirely dwarfed by the surrounding landscape, its inhabitants face these solitary and harsh conditions with quiet stoicism.

John Meyer is the leading contemporary exponent of the South African landscape. He encapsulates and communicates the South African scenery like no other and his landscape paintings are rendered with a painstaking skill and technique that ensure a superb fidelity to this sun-scorched land.

Born in Bloemfontein in 1942, Meyer became a professional painter in 1972. His work can be found in private and public collections around the world. John Meyer is also a successful portraitist, receiving commissions to capture the likenesses of individuals such as the Nobel Peace Prize winners Nelson Mandela and F W de Klerk.







61

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

'Walking Tiger Maquette' (S209)

signed and numbered 'D Lewis 13/15' (to base)

bronze

34.5 x 42.5 x 10.2 cm (13 9/16 x 16 3/4 x 4 in)

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000

Widely regarded as one of the world's foremost sculptors of the animal form, Dylan Lewis takes as his inspiration the desolate wilderness of the Cape Peninsula. The brooding rock formations and dramatic mountain ranges are eloquently reflected in his bronze works. The contours of his feline forms echo those of the surrounding landscape.

The current work, like all Lewis's felines, possesses a sphinx-like quality where the dignity of the animal is paramount. The tiger threatens to stride purposefully from its base. Lewis is primarily concerned with capturing the instinctual physicality of the wild beasts' movements as they stretch, walk, groom, hunt and relax. The heightened stylisation of the tiger's musculature verges on the abstract.

The paws of two feet are missing, consciously reminding the viewer of the threat posed to these creatures through global warming and deforestation. The missing fragments highlight this very real danger.

Bibliography

L. Twigg, *Shapeshifting from animal to human: the sculpture of Dylan Lewis*, (London, 2009), pp.1-17.



62

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

'Man in a green suit'

inscribed with artist's name, title and dated 'c/c 2005' (verso)

oil on canvas

120 x 90cm (47 1/4 x 35 7/16in).

£6,000 - 9,000

€8,600 - 13,000

US\$9,300 - 14,000

Provenance

Purchased directly from the artist by the current owner, 2005.

Painted by Hodgins when he was in his mid-eighties, the present lot returns to the artist's most prevailing subject the "fat businessman in a stuffed suit". The figure became a central protagonist in the artist's work with the Ubu series, first executed in 1981- 83, and has remained central to Hodgins visual language of the "history of the evil flabby man".

According to Rayda Becker, "behind the pin stripes and safety of a dark suit lurk the lurid ogres of rampant convention, the sloths of greed and priests of emotional apathy". Within the artist's iconography, the business suit represents the tyranny of commerce.

Bibliography

B. Atkinson, *Robert Hodgins*, (Cape Town, 2002).

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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 *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The *Seller's* responsibility to you

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

***Bonhams'* responsibility to you**

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

You should come to your *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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £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*).

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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;

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;

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.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any *Sale*; a 2% surcharge will be made on the balance over £100,000.

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

11. SHIPPING

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805
Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

≈ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Act 1979</i> or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the <i>Misrepresentation Act 1967</i> , or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;			10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the <i>Occupiers Liability Act 1957</i> , or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of <i>Contracts (Rights of Third Parties) Act 1999</i> , which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.			11	GOVERNING LAW
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER’S AGREEMENT

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

1 THE CONTRACT

- 1.1

These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2

The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3

Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer’s hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer’s Agreement.
- 1.4

We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5

Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1

we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2

subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3

we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6

We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams’ Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1

Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1

the Purchase Price for the Lot;
- 3.1.2

a Buyer’s Premium in accordance with the rates set out in the Notice to Bidders, and
- 3.1.3

if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2

You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3

All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4

Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5

We may deduct and retain for our own benefit from the monies paid by you to us the Buyer’s Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6

Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7

Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

- 4.1

Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier’s office.
- 4.2

You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3

For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

- 4.4

If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the “Storage Contract”) with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5

Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6

You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor’s premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7

You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

- 6.1

Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.
- 6.2

You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	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 <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		10.2.2	changes in atmospheric pressure; nor will we be liable for:
		10.2.3	damage to tension stringed musical instruments; or
		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
12	MISCELLANEOUS		12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
12.1	You may not assign either the benefit or burden of this agreement.		13	GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
12.2	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.			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 <i>Website</i> www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.
12.3	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.			APPENDIX 3 DEFINITIONS AND GLOSSARY Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
12.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.			LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
12.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.			
12.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.			

“**Bidder**” a person who has completed a *Bidding Form*.

“**Bidding Form**” our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

“**Book**” a printed *Book* offered for *Sale* at a specialist *Book Sale*.

“**Business**” includes any trade, *Business* and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Loss and Damage Warranty**” means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

“**Purchase Price**” the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (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.”

Bonhams Specialist Departments

19th Century Paintings

UK
Charles O' Brien
+44 20 7468 8360
U.S.A.
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

UK
Philip Keith
+44 2920 727 980
U.S.A.
Fredric Backlar
+1 323 436 5416

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

UK
David Williams
+44 20 7393 3807
U.S.A.
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

UK
Mark Oliver
+44 20 7393 3856
U.S.A.
Frank Maraschiello
+1 212 644 9059

Australian Art

Merryn Schriever
+61 2 8412 2222
Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+1 415 861 7500

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A.
Christina Geiger
+1 212 644 9094

British & European Glass

UK
Simon Cottle
+44 20 7468 8383
U.S.A.
Suzy Pai
+1 415 503 3343

British & European Porcelain & Pottery

UK
John Sandon
+44 20 7468 8244
U.S.A.
Peter Scott
+1 415 503 3326

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
Mark Dance
+44 8700 27361
U.S.A.
Hadjji Rahimpour
+1 415 503 3392

Chinese & Asian Art

UK
Asaph Hyman
+44 20 7468 5888
U.S.A.
Dessa Goddard
+1 415 503 3333
HONG KONG
+852 3607 0010
AUSTRALIA
Yvett Klein
+61 2 8412 2222

Clocks

UK
James Stratton
+44 20 7468 8364
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

UK
John Millensted
+44 20 7393 3914
U.S.A.
Paul Song
+1 323 436 5455

Contemporary Art

UK
Ralph Taylor
+44 20 7447 7403
U.S.A.
Jeremy Goldsmith
+1 917 206 1656

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

UK
+44 20 7393 3844
U.S.A.
Catherine Williamson
+1 323 436 5442

Furniture & Works of Art

UK
Guy Savill
+44 20 7468 8221
U.S.A.
Andrew Jones
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
India Phillips
+44 20 7468 8328
U.S.A.
Tanya Wells
+1 917 206 1685

Islamic & Indian Art

Claire Penhallurick
+44 20 7468 8249

Japanese Art

UK
Suzannah Yip
+44 20 7468 8368
U.S.A.
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A.
Susan Abeles
+1 212 461 6525
AUSTRALIA
Anellie Manolas
+61 2 8412 2222
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

UK
Veronique Scorer
+44 20 7393 3962
U.S.A.
Gregg Dietrich
+1 917 206 1697

Mechanical Music

Jon Baddeley
+44 20 7393 3872

Modern, Contemporary & Latin American Art

U.S.A.
Alexis Chompaisal
+1 323 436 5469

Modern Design

Gareth Williams
+44 20 7468 5879

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

Motor Cars

UK
Tim Schofield
+44 20 7468 5804
U.S.A.
Mark Osborne
+1 415 503 3353
EUROPE
Philip Kantor
+32 476 879 471

Automobilia

UK
Toby Wilson
+44 8700 273 619
U.S.A.
Kurt Forry
+1 415 391 4000

Motorcycles

Ben Walker
+44 8700 273616

Automobilia

Adrian Pipiros
+44 8700 273621

Musical Instruments

Philip Scott
+44 20 7393 3855

Native American Art

Jim Haas
+1 415 503 3294

Natural History

U.S.A.
Claudia Florian
+1 323 436 5437

Old Master Pictures

UK
Andrew Mckenzie
+44 20 7468 8261
U.S.A.
Mark Fisher
+1 323 436 5488

Orientalist Art

Charles O'Brien
+44 20 7468 8360

Photography

U.S.A.
Judith Eurich
+1 415 503 3259

Portrait Miniatures

UK
+44 20 7393 3986

Prints and Multiples

UK
Rupert Worrall
+44 20 7468 8262
U.S.A.
Judith Eurich
+1 415 503 3259

Russian Art

UK
Daria Chernenko
+44 20 7468 8334
U.S.A.
Yelena Harbick
+1 212 644 9136

Scientific Instruments

Jon Baddeley
+44 20 7393 3872
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Scottish Pictures

Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

UK
Michael Moorcroft
+44 20 7468 8241
U.S.A.
Aileen Ward
+1 800 223 5463

South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Toys & Dolls

Leigh Gotch
+44 20 8963 2839

Travel Pictures

Veronique Scorer
+44 20 7393 3962

Urban Art

Gareth Williams
+44 20 7468 5879

Watches & Wristwatches

UK
+44 20 7447 7412
U.S.A.
Jonathan Snellenburg
+1 212 461 6530
HONG KONG
Nicholas Biebuyck
+852 2918 4321

Whisky

UK
Martin Green
+44 1292 520000
U.S.A.
Joseph Hyman
+1 917 206 1661
HONG KONG
Daniel Lam
+852 3607 0004

Wine

UK
Richard Harvey
+44 (0) 20 7468 5811
U.S.A.
Doug Davidson
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

UNITED KINGDOM

London
101 New Bond Street ●
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

Montpelier Street ●
London SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

South East England

Brighton & Hove
19 Palmeira Square
Hove, East Sussex
BN3 2JN
+44 1273 220 000
+44 1273 220 335 fax

Guildford
Millmead,
Guildford,
Surrey GU2 4BE
+44 1483 504 030
+44 1483 450 205 fax

Isle of Wight
+44 1273 220 000

Representative:
Kent
George Dawes
+44 1483 504 030

West Sussex
+44 (0) 1273 220 000

South West England

Bath
Queen Square House
Charlotte Street
Bath BA1 2LL
+44 1225 788 988
+44 1225 446 675 fax

Cornwall – Truro
36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
+44 1872 250 179 fax

Exeter
The Lodge
Southernhay West Exeter,
Devon
EX1 1JG
+44 1392 425 264
+44 1392 494 561 fax

Winchester
The Red House
Hyde Street
Winchester
Hants SO23 7DX
+44 1962 862 515
+44 1962 865 166 fax

Tetbury
22a Long Street
Tetbury
Gloucestershire
GL8 8AQ
+44 1666 502 200
+44 1666 505 107 fax

Representatives:
Dorset
Bill Allan
+44 1935 815 271

East Anglia

Bury St. Edmunds
21 Churchgate Street
Bury St Edmunds
Suffolk IP33 1RG
+44 1284 716 190
+44 1284 755 844 fax

Norfolk
The Market Place
Reepham
Norfolk NR10 4JJ
+44 1603 871 443
+44 1603 872 973 fax

Midlands

Knowle
The Old House
Station Road
Knowle, Solihull
West Midlands
B93 0HT
+44 1564 776 151
+44 1564 778 069 fax

Oxford ●
Banbury Road
Shipton on Cherwell
Kidlington OX5 1JH
+44 1865 853 640
+44 1865 372 722 fax

Yorkshire & North East England

Leeds
30 Park Square West
Leeds LS1 2PF
+44 113 234 5755
+44 113 244 3910 fax

North West England

Chester
2 St Johns Court,
Vicars Lane,
Chester,
Ch1 1QE
+44 1244 313 936
+44 1244 340 028 fax

Manchester
The Stables
213 Ashley Road
Hale WA15 9TB
+44 161 927 3822
+44 161 927 3824 fax

Channel Islands

Jersey
La Chasse
La Rue de la Vallée
St Mary
Jersey JE3 3DL
+44 1534 722 441
+44 1534 759 354 fax

Representative:
Guernsey
+44 1481 722 448

Scotland

Edinburgh ●
22 Queen Street
Edinburgh
EH2 1JX
+44 131 225 2266
+44 131 220 2547 fax

Glasgow
176 St. Vincent Street,
Glasgow
G2 5SG
+44 141 223 8866
+44 141 223 8868 fax

Representatives:
Wine & Spirits
Tom Gilbey
+44 1382 330 256

Wales

Cardiff
7-8 Park Place,
Cardiff CF10 3DP
+44 2920 727 980
+44 2920 727 989 fax

EUROPE

Austria
Tuchlauben 8
1010 Vienna
+43 (0) 1 403 0001
vienna@bonhams.com

Belgium
Boulevard
Saint-Michel 101
1040 Brussels
+32 (0) 2 736 5076
belgium@bonhams.com

Denmark
Henning Thomsen
+45 4178 4799
denmark@bonhams.com

France
4 rue de la Paix
75002 Paris
+33 (0) 1 42 61 10 10
paris@bonhams.com

Germany - Cologne
Albertusstrasse 26
50667 Cologne
+49 (0) 221 2779 9650
cologne@bonhams.com

Germany - Munich
Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
munich@bonhams.com

Greece
7 Neofytou Vamva Street
Athens 10674
+30 (0) 210 3636 404
athens@bonhams.com

Ireland
31 Molesworth Street
Dublin 2
+353 (0) 1 602 0990
dublin@bonhams.com

Italy - Milan
Via Boccaccio 22
20123 Milano
+39 0 2 4953 9020
milan@bonhams.com

Italy - Rome
Via Sicilia 50
00187 Roma
+39 0 6 48 5900
rome@bonhams.com

The Netherlands
De Lairessestraat 154
1075 HL Amsterdam
+31 (0) 20 67 09 701
amsterdam@bonhams.com

Portugal
Rua Bartolomeu Dias nº
160. 1º
Belem
1400-031 Lisbon
+351 218 293 291
portugal@bonhams.com

Russia – Moscow
Anastasia Vinokurova
+7 964 562 3845
russia@bonhams.com

Russia - St. Petersburg
Marina Jacobson
+7 921 555 2302
russia@bonhams.com

Spain - Barcelona
Teresa Ybarra
+34 930 087 876
barcelona@bonhams.com

Spain - Madrid
Nunez de Balboa no 4-1A
28001 Madrid
+34 915 78 17 27
madrid@bonhams.com

Spain - Marbella
James Roberts
+34 952 90 62 50
marbella@bonhams.com

Switzerland
Rue Etienne-Dumont 10
1204 Geneva
+41 (0) 22 300 3160
geneva@bonhams.com

MIDDLE EAST

Dubai
Deborah Najjar
+971 (0)56 113 4146
deborah.najjar@bonhams.com

Israel
Joslynnne Halibard
+972 (0)54 553 5337
joslynnne.halibard@
bonhams.com

NORTH AMERICA

USA

San Francisco ●
220 San Bruno Avenue
San Francisco
CA 94103
+1 (415) 861 7500
+1 (415) 861 8951 fax

Los Angeles ●
7601 W. Sunset Boulevard
Los Angeles
CA 90046
+1 (323) 850 7500
+1 (323) 850 6090 fax

New York ●
580 Madison Avenue
New York, NY
10022
+1 (212) 644 9001
+1 (212) 644 9007 fax

Representatives:
Arizona
Terri Adrian-Hardy
+1 (480) 994 5362

California
Central Valley
David Daniel
+1 (916) 364 1645

Southern California
Christine Eisenberg
+1 (949) 646 6560

Colorado
Julie Segraves
+1 (720) 355 3737

Florida
Palm Beach
+1 (561) 651 7876
Miami
+1 (305) 228 6600
Ft. Lauderdale
+1 (954) 566 1630

Georgia
Mary Moore Bethea
+1 (404) 842 1500

Illinois
Ricki Blumberg Harris
+1 (312) 475 3922
+1 (773) 267 3300

Massachusetts
Boston/New England
Amy Corcoran
+1 (617) 742 0909

Nevada
David Daniel
+1 (775) 831 0330

New Mexico
Leslie Trilling
+1 (505) 820 0701

Oregon
Sheryl Acheson
+1(503) 312 6023

Pennsylvania
Margaret Tierney
+1 (610) 644 1199

Texas
Amy Lawch
+1 (713) 621 5988

Washington
Heather O'Mahony
+1 (206) 218 5011

Washington DC
Mid-Atlantic Region
Martin Gammon
+1 (202) 333 1696

CANADA

Toronto, Ontario ●
Jack Kerr-Wilson
20 Hazelton Avenue
Toronto, ONT
M5R 2E2
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec
David Kelsey
+1 (514) 341 9238
info.ca@bonhams.com

SOUTH AMERICA

Argentina
Daniel Claramunt
+54 11 479 37600

Brazil
+55 11 3031 4444
+55 11 3031 4444 fax

ASIA

Hong Kong ●
Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax
hongkong@bonhams.com

Beijing
Hongyu Yu
Suite 511
Chang An Club
10 East Chang An Avenue
Beijing 100006
+86(0) 10 6528 0922
+86(0) 10 6528 0933 fax
beijing@bonhams.com

Japan
Akiko Tsuchida
Level 14 Hibiya Central
Building
1-2-9 Nishi-Shimbashi
Minato-ku
Tokyo 105-0003
+81 (0) 3 5532 8636
+81 (0) 3 5532 8637 fax
akiko@bonhams.com

Singapore
Bernadette Rankine
11th Floor, Wisma Atria
435 Orchard Road
Singapore 238877
+65 (0) 6701 8038
+65 (0) 6701 8001 fax
bernadette.rankine@
bonhams.com

Taiwan
Summer Fang
37th Floor, Taipei 101 Tower
Nor 7 Xinyi Road, Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8757 2897 fax
summer.fang@
bonhams.com

AUSTRALIA

Sydney
76 Paddington Street
Paddington NSW 2021
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Melbourne
Como House
Como Avenue
South Yarra
Melbourne VIC 3141
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

AFRICA

Nigeria
Neil Coventry
+234 (0)7065 888 666
neil.coventry@bonhams.com

South Africa - Johannesburg
Penny Culverwell
+27 (0)71 342 2670
penny.culverwell@bonhams.com

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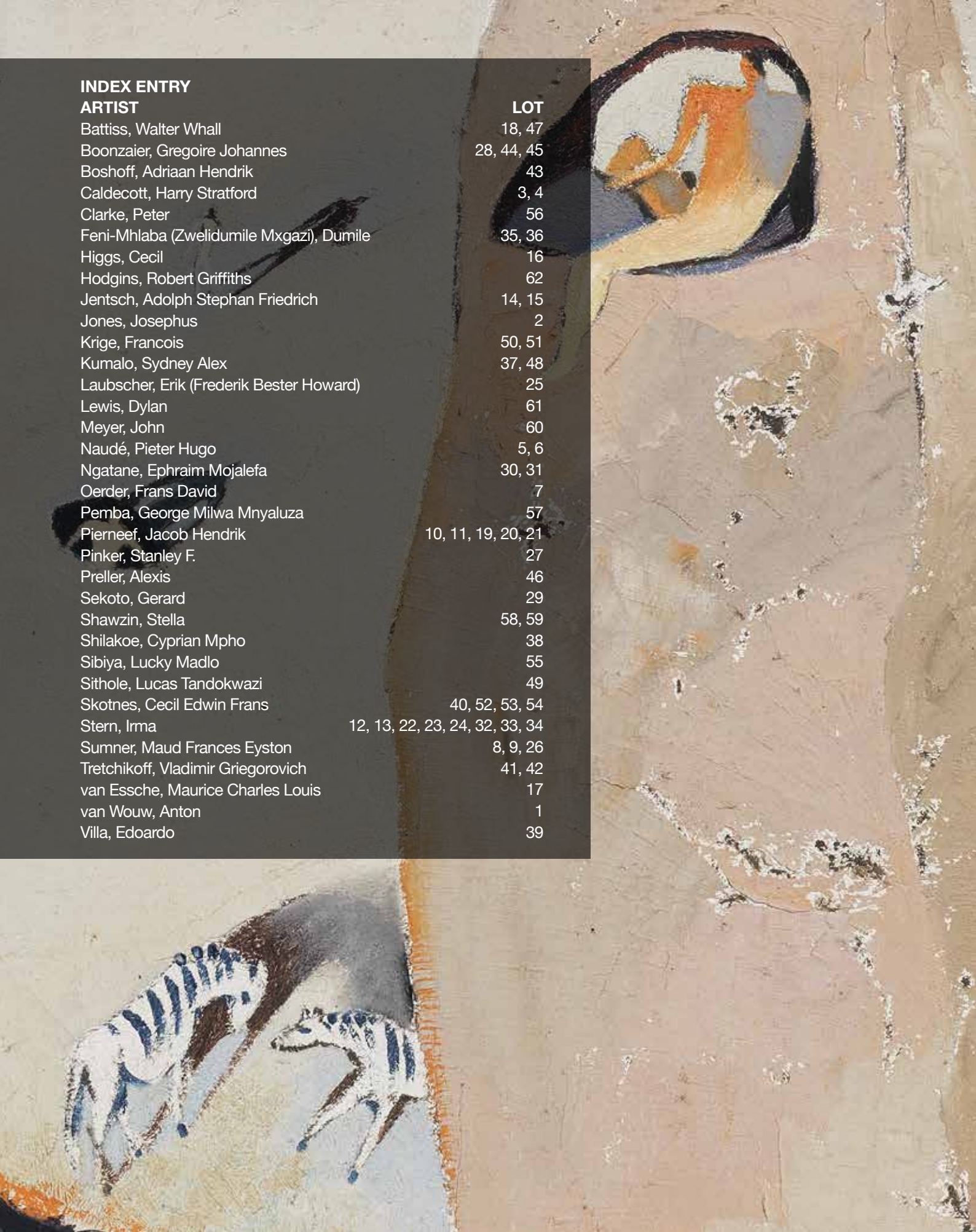
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Bonhams

101 New Bond Street
London
W1S 1SR

+44 (0) 20 7447 7447

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