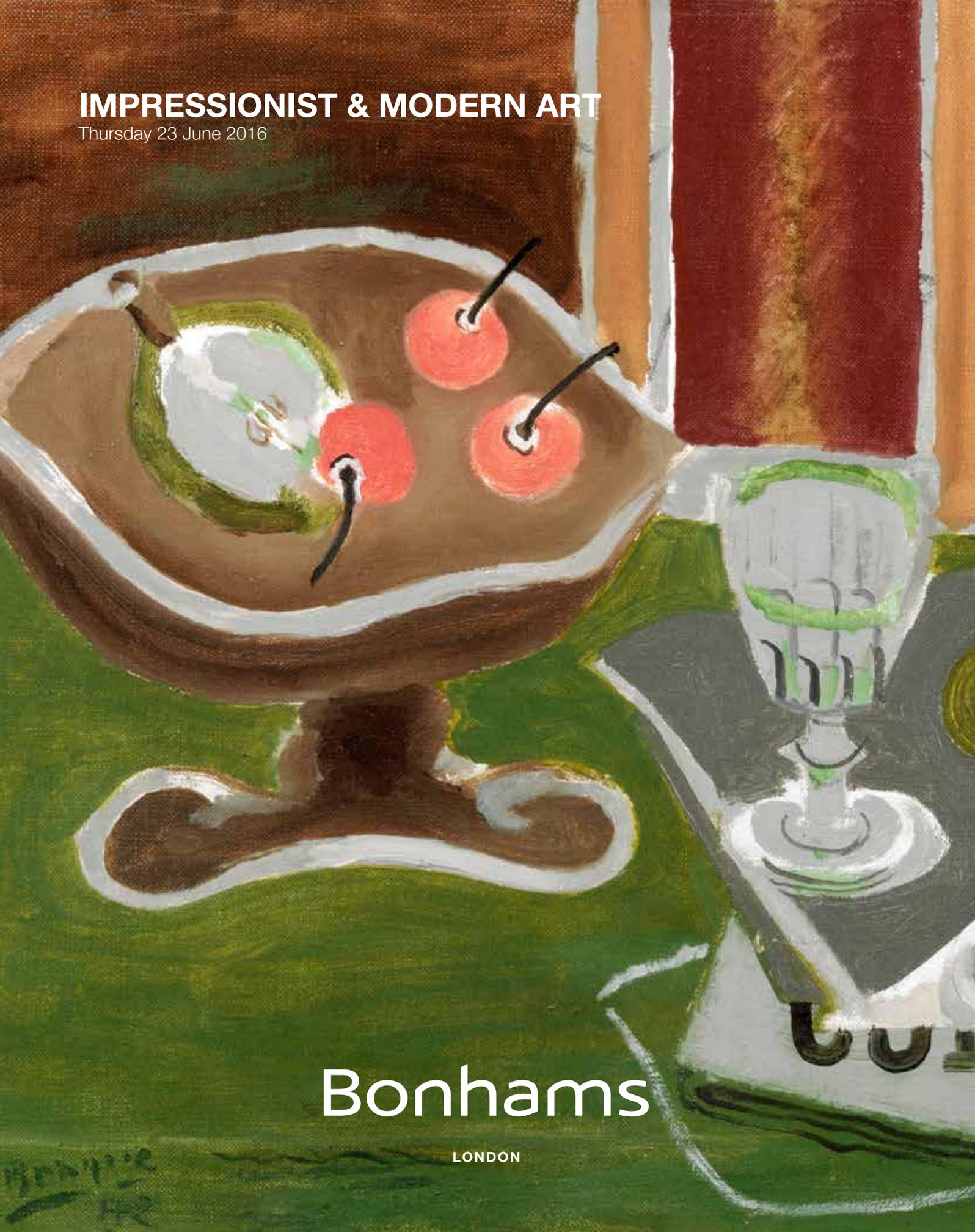


IMPRESSIONIST & MODERN ART

Thursday 23 June 2016



Bonhams

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PROPERTY FROM A PRIVATE BELGIAN COLLECTION

1AR

PABLO PICASSO (1881-1973)

Tête de faune

signed, dated and inscribed 'Pour Mark Edo Tralbaut Picasso le

6. 1. 58.' (upper centre)

coloured crayon on paper

16.8 x 11.7cm (6 5/8 x 4 5/8in).

Executed on 6 January 1958

£4,000 - 6,000

€5,200 - 7,800

US\$5,800 - 8,800

This work has been executed across the frontispiece of the book 'Pablo Picasso: Bürgerschreck, Genie, Charlatan' by Mark Edo Tralbaut, published in Amsterdam in January 1958.

Provenance

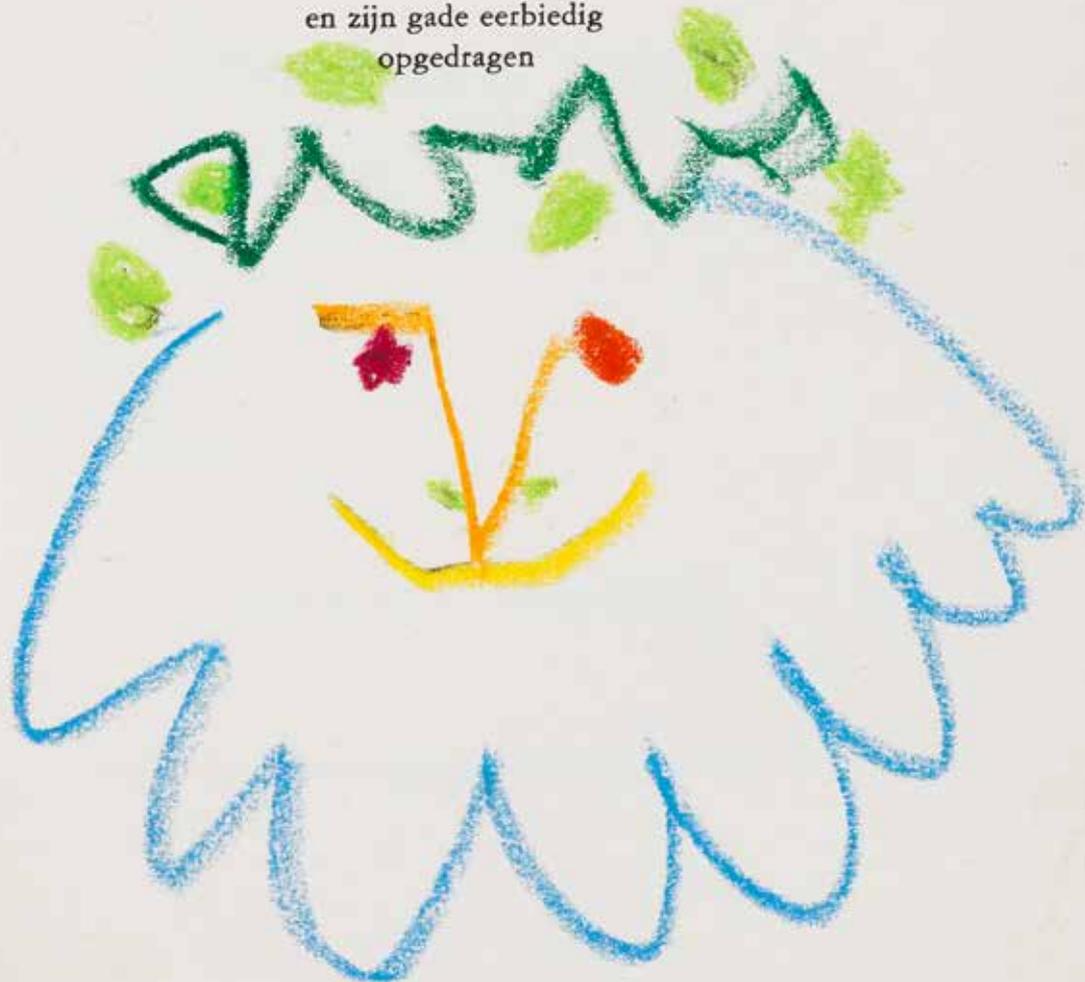
The artist's studio.

Mark Edo Tralbaut Collection, Amsterdam (a gift from the above, by 1958).

Thence by descent to the present owner.

Pour Mark Edo
Tralbant
6.6.1980

Prof. Dr Carl Hundhausen
en zijn gade eerbiedig
opgedragen



FOUR WORKS ON PAPER BY MINO DELLE SITE FROM THE ESTATE OF THE ARTIST

2^{AR}

MINO DELLE SITE (1914-1996)

a) *Volo*

signed and dated 'Delle Site 32' (lower right)
watercolour and pencil on paper
10.5 x 8cm (4 1/8 x 3 1/8in).

Executed in 1932

b) *Eliche*

signed and dated 'Delle Site 32' (lower left)
watercolour and pencil on paper
10.3 x 7.8cm (4 1/16 x 3 1/16in).

Executed in 1932

c) *Aerofari*

signed and dated 'Delle Site 32' (lower right)
watercolour and pencil on paper
10.1 x 7.3cm (4 x 2 7/8in).

Executed in 1932

d) *Aerofaro*

signed and dated 'Delle Site 32' (lower right)
watercolour and pencil on paper
10.2 x 8.2cm (4 x 3 1/4in).

Executed in 1932

£5,000 - 7,000

€6,500 - 9,100

US\$7,300 - 10,000

The authenticity of these works has kindly been confirmed by the Archivio Mino Delle Site.

Provenance

The artist's studio.

Private collection, Rome (by descent from the above).

Exhibited

Rome, Galleria Bragaglia Fuori Commercio, *Mino Delle Site. Maschere stati d'animo*, December 1932.

Lecce, Sala del Circolo Cittadino, *Mostra Personale di Pittura Futurista Mino Delle Site*, February 1933.

Lecce, Museo Provinciale, *Mino Delle Site, Aeropittura e oltre, dal 1930*, 15 October - 3 December 1989.

Rome, Associazione Culturale Athenaeum N.A.E., *Retrospectiva di Mino Delle Site*, 1997.

Bari, Castello Svevo, *Verso le Avanguardie, gli anni del Futurismo in Puglia 1909 - 1944*, 20 June - 30 August 1998 (later travelled to Taranto).
Warsaw, Włowski Instytut Kultury, *Mino Delle Site, alle radici dell'Aeropittura 1931 - 1934*, June - September 2001 (later travelled to Krakow).

Salerno, Pinacoteca Provinciale, *Percorsi d'arte dal collezionismo dei Ruffo all'evoluzione pittorica di Mino Delle Site*, March - May 2005.

Lecce, Museo Provinciale, *Mino Delle Site*, October - November 2006.

Rome, Museo Boncompagni Ludovisi & Galleria Nazionale d'Arte Moderna, *Mino Delle Site*, 23 November 2006 - 14 January 2007.

Rome, Farnesina, Ministero degli Affari Esteri, *Mino Delle Site, Futurismo tra Arte e Tecnologia nel Centenario*, 19 - 25 October 2009.
Rome, La Quadriennale, *Mino Delle Site Centenario*, October 2014.

Literature

C.L. Delle Site, *Mino Delle Site*, Perugia, 2006 (*Volo* illustrated p. 51, *Eliche* illustrated p. 52).

C.L. Delle Site, *Mino Delle Site, centenario*, e-book, 2014 (all works illustrated).



Mino Delle Site (left) and Prampolini (right) at the III Quadriennale in Rome, 1939.



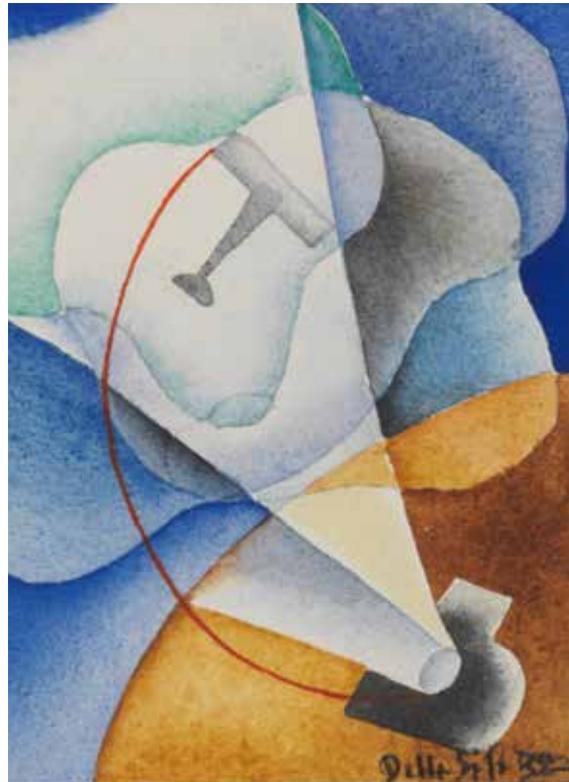
a)



b)



c)



d)

3

HIPPOLYTE PETITJEAN (1854-1929)

Les vagues

stamped with the artist's atelier stamp 'Atelier Hipp. Petitjean'

(lower right)

watercolour on buff paper

32.1 x 25cm (12 5/8 x 9 13/16in).

Executed *circa* 1908 - 1910

£5,000 - 7,000

€6,500 - 9,100

US\$7,300 - 10,000

The authenticity of this work has kindly been confirmed by Monsieur Stéphane Kempa.

Provenance

The artist's studio.

Private collection, Paris.

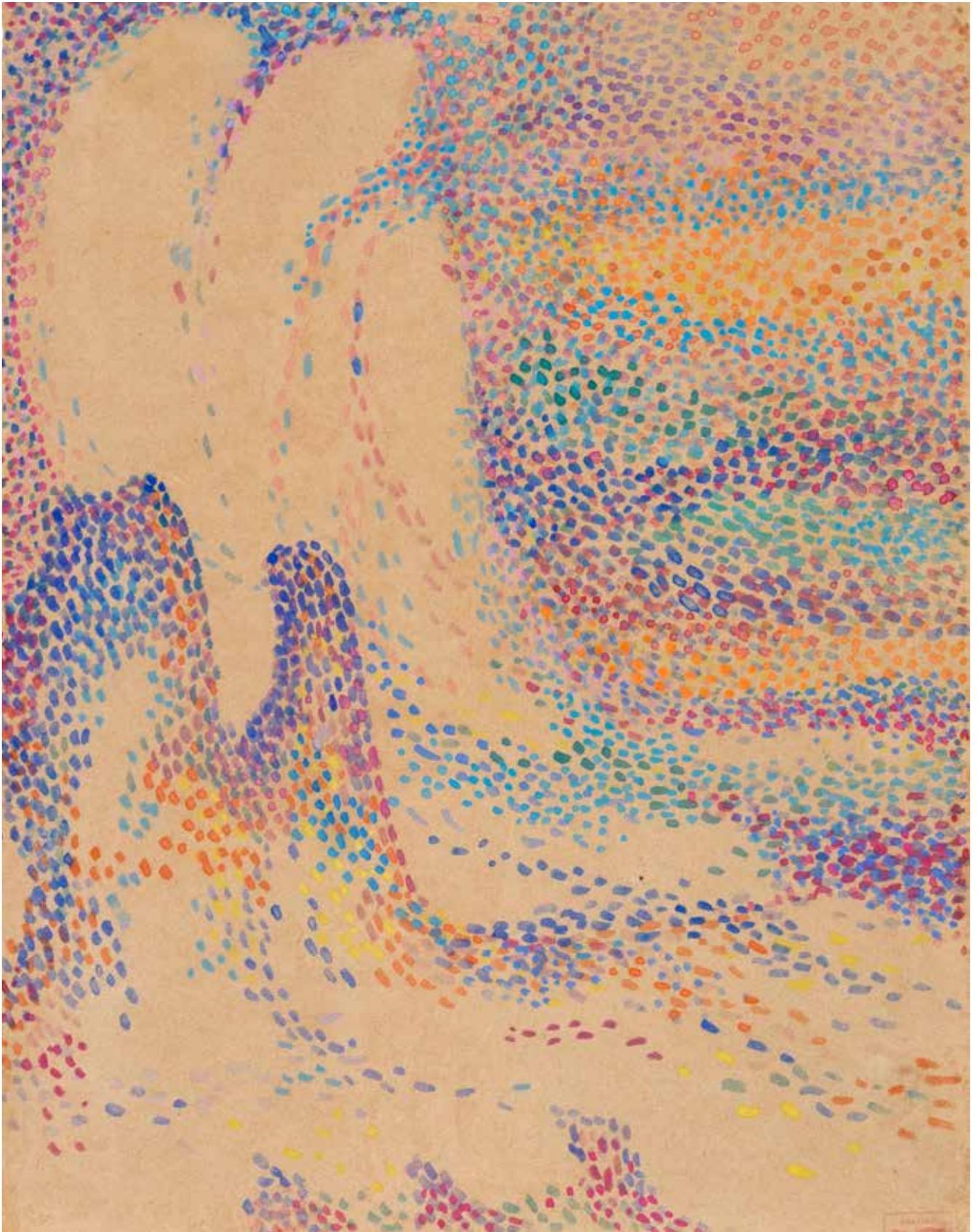
Private collection (acquired from the above, *circa* 1990).

Exhibited

Mâcon, Musée des Ursulines, *Hippolyte Petitjean, Néo-Impressionniste, 1854 - 1929*, 10 October 2015 - 31 January 2016.



Katsushika Hokusai, *The great wave of Kanagawa*, 1831, Private Collection



PROPERTY FROM A PRIVATE MEXICAN COLLECTION

4*AR

GIORGIO DE CHIRICO (1888-1978)

Autoritratto

signed 'g. de chirico' (lower right), signed again, inscribed and dated 'à Jane Robinson avec mes souhaits et mes cordiaux sentiments Rome - avril 1949 g. de chirico' (lower centre)

ink on paper

29.4 x 19.4cm (11 9/16 x 7 5/8in).

Executed in Rome in 1949

£12,000 - 18,000

€16,000 - 24,000

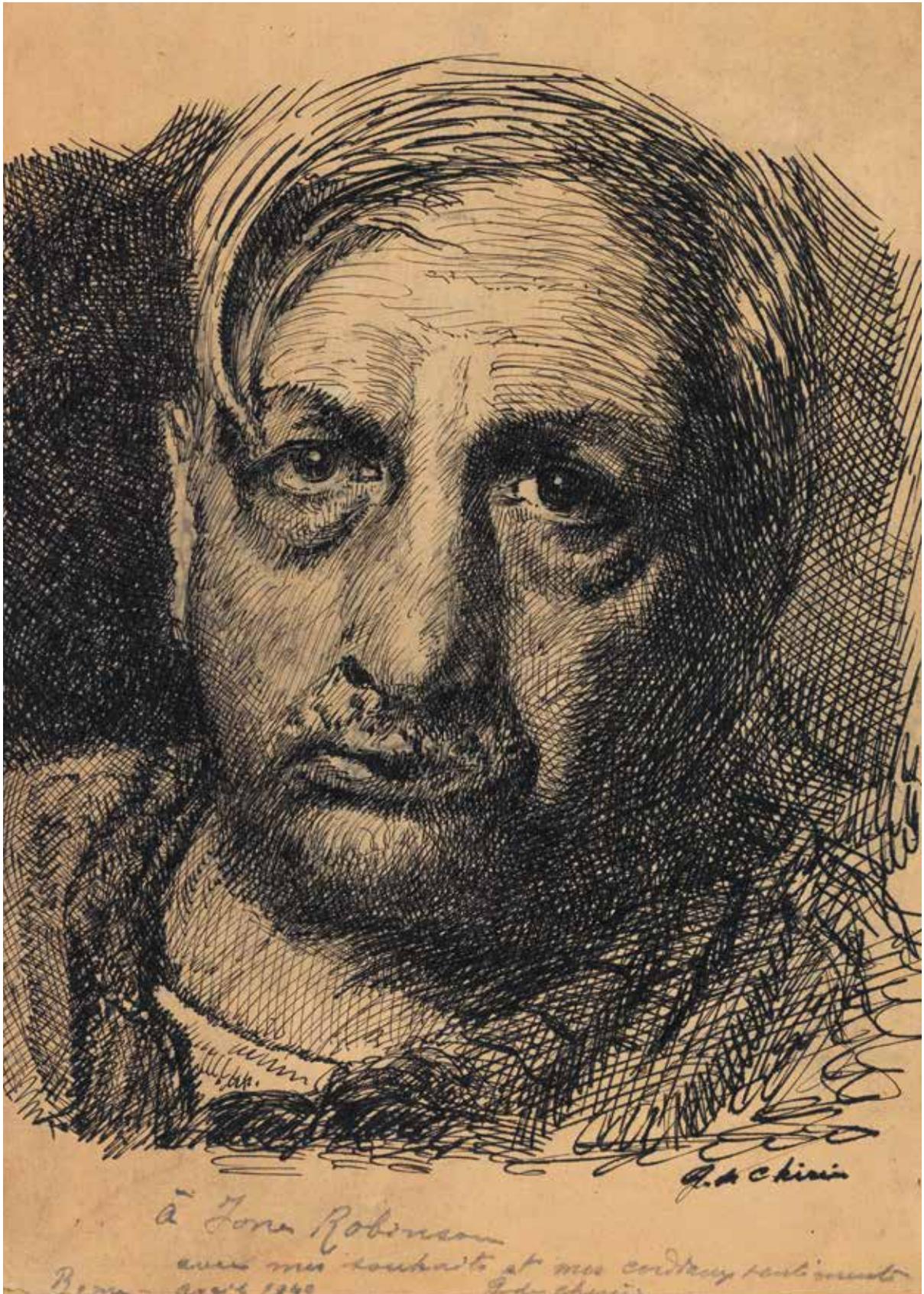
US\$18,000 - 26,000

The authenticity of this work has kindly been confirmed by the Fondazione Giorgio e Isa de Chirico.

Provenance

Private collection, Mexico, *circa* 1950s.

Thence by descent to the present owner.



PROPERTY FROM A PRIVATE SPANISH COLLECTION

5^{AR}

SALVADOR DALÍ (1904-1989)

Tronc - Homo suberis

signed 'DALÍ' (lower centre)

gouache, watercolour, brush and India ink, and pen and ink on card

22.2 x 22.8cm (8 3/4 x 9in).

Executed in 1956

£30,000 - 50,000

€39,000 - 65,000

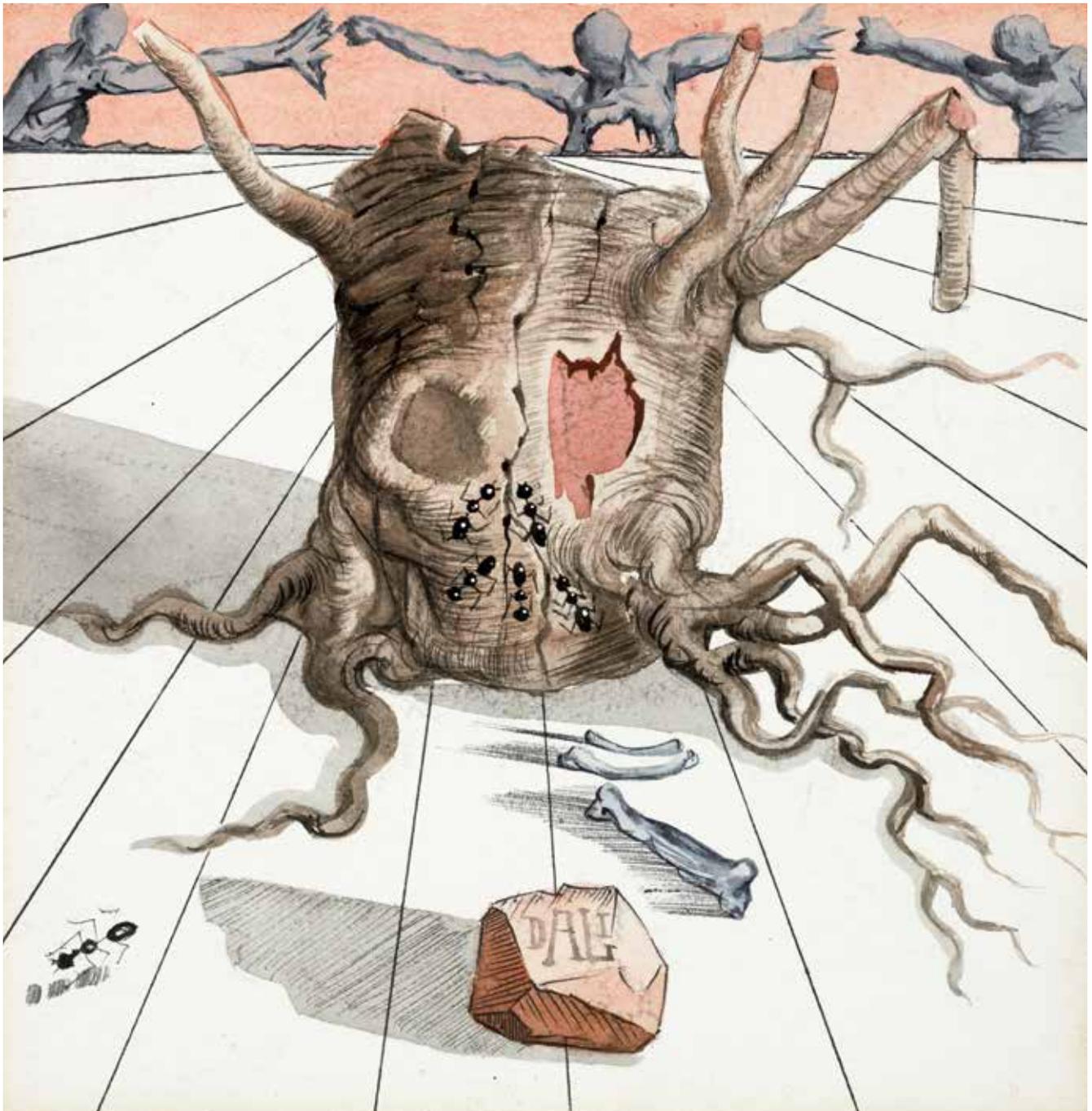
US\$44,000 - 73,000

The authenticity of this work has kindly been confirmed by Monsieur Nicolas Descharnes. This work is accompanied by a certificate of authenticity from Monsieur Robert Descharnes, and is recorded in his archives under number D-3807.

Provenance

Private collection, Cadaqués.

Private collection, Barcelona (acquired from the above *circa* 2000).



SALVADOR DALÍ

Tronc - Homo suberis

In 1955 the great surrealist artist Salvador Dalí created six gouaches and poems which were published as a calendar a year later by Oliva de Vilanova. These paintings, each representing two months, illustrate the story of a tree which takes on human form and undergoes a 'cosmic' journey through the changing seasons. In spring the tree figure awakens and begins its journey in full bloom, in August it rides on 'the white horse of summer' before it returns exhausted in the autumn and is reduced to a crippled figure in December, supported by crutches. By January and February the tree is completely barren and devoid of all life.

Tronc - Homo suberis shows Dalí's portrayal of these latter months, where he illustrates the tree as a leafless trunk placed in a desolate, empty space. The only objects surrounding the tree are two bones lying next to a rock inscribed with the artist's signature, ants crawling on and away from the trunk and three skeletal figures on the horizon. The combination of all this imagery is suggestive of an overall theme of death and decay.

Dalí held a life-long fear and obsession with death which he time and again expressed through symbolic messages in his paintings. According to Gilles Néret, Dalí's perennial fascination with the subject had its origin in a vivid childhood memory, which left a permanent impression on him: at five years old, Dalí observed a dead animal being eaten by a swarm of ants (G. Néret, *Salvador Dalí: 1904 - 1989*, 2015, pp. 72, 73). These creatures consequently became Dalí's preferred symbol of decay, appearing in many of Dalí's masterpieces, such as his celebrated *The Persistence of Memory* (1931), and the mysterious *Face with Ants* (circa 1930 - 1935). Furthermore, Dalí once stated that the two instinctual forces that highly influenced his creative output were 'first, the libido or sexual instinct, and second, the fear of death... not a single minute of my life passes' he explained 'without the sublime,

Catholic apostolic, Roman spectre of death accompanying even the least of my highly subtle and capricious fantasies' (S. Dalí, quoted in G. Néret, *ibid*, p. 50).

Tronc - Homo suberis issues from the mature period of Salvador Dalí's career after he had already emerged as a highly celebrated, yet controversial figure on the international contemporary art scene. Moreover, this work is one of many from Dalí's later years that signified his long and close association with Surrealism. Joining the group in 1929, what had expressly attracted Dalí to the movement were its aims to unlock the great power of the unconscious to realise dream-like compositions. A key theoretical influence on Surrealism was Sigmund Freud's psychoanalytic theory and his book *The Interpretation of Dreams*, first published in Spain in 1922. Dalí, who as a student had read Freud's work with great enthusiasm, was profoundly influenced by his psychoanalytic ideas and went on to combine Freud's theory with his own 'glorious paranoiac-critical method'. As Dalí explained, by getting himself into a state of swaying between being asleep and awake, he could consciously access his unconscious, a realm filled with his innermost fears, fantasies and anxieties. He would then retain these obscure images, placing them in the strange worlds that he realised in his paintings.

In the present painting Dalí has yet again masterfully combined images of his idiosyncratic unconscious creating a melancholic scene of deterioration. Even the title, *Tronc - Homo suberis*, which is French for 'trunk' and Latin for 'sub-human', appears illusive and bewildering. Whether it is the decayed state of the tree, or the unsettling image of the human skull with gaping eye sockets which appears to emerge from this form, Dalí allows the ambiguous nature of his imagery to work with his viewer's imagination and subconscious, provoking a deeply personal response.



Salvador Dalí, *Visage de fourmis*, circa 1930 - 1935, Private Collection



Salvador Dalí in Port Lligat, Cadaquès, 20 July 1953.

6^{AR}

MARC CHAGALL (1887-1985)

Moïse au double profil

brush and India ink, white hightening, wash and
coloured wax crayon on paper

33.6 x 30.3cm (13 1/4 x 11 15/16in).

Executed *circa* 1978 - 1979

£30,000 - 50,000

€39,000 - 65,000

US\$44,000 - 73,000

The authenticity of this work has kindly been confirmed by the
Comité Chagall.

Provenance

Private collection, Germany (acquired *circa* 1990).

Thence by descent to the present owner.



FIVE WORKS FROM THE CYRIL S. REDDIHOUGH ESQ. COLLECTION (LOTS 7 - 11)

7^{AR}

JEAN HELION (1904-1987)

Composition abstraite

signed, inscribed and dated 'haut Top Jean Hélon Paris 34' (verso);

signed, inscribed and dated 'Top Hélon 34' (on the stretcher)

oil on canvas

27 x 35cm (10 5/8 x 13 3/4in).

Painted in Paris in 1934

£40,000 - 60,000

€52,000 - 78,000

US\$58,000 - 88,000

The authenticity of this work has kindly been confirmed by Madame Jacqueline Hélon. This work will be included in the online *catalogue raisonné* of the paintings of Jean Hélon currently being prepared.

Provenance

Cyril S. Reddihough Esq. Collection.



Jean Hélon, *Ile de France*, 1935, Tate Gallery, London

A solicitor by profession, Cyril S. Reddihough was an early admirer of the paintings of Cézanne, Picasso and Matisse and a keen amateur artist himself. In 1926, Reddihough visited Ben and Winifred Nicholson and found himself 'completely flattened' by the 'poetic quality' of what he saw. That first meeting led to a relationship that would last the entirety of Reddihough's life, and from which he would build one of the finest collections of Nicholson's work in private hands. His collection was comprised not only of Nicholson's work but that of many of the great names of British and Continental Abstraction and Modernism: Henry Moore, Christopher Wood, Jean Hélon and Henri Hayden to name but a few.

From Hayden's 1919 *Nature morte*, one of the artist's most fully-realized cubist compositions, to Jean Hélon's extraordinary canvas from 1934, the works that Reddihough selected represent the development of Abstraction from its earliest conception to its fullest maturity. He also had a passionate interest in the Naïve painters, collecting the work of Alfred Wallis (to whom he had been introduced by Nicholson) and Henri Le Douanier Rousseau. This group of works from his collection comes to auction for the first time, and stands as a testament to Reddihough's commitment to the art that he so loved.



JEAN HELION

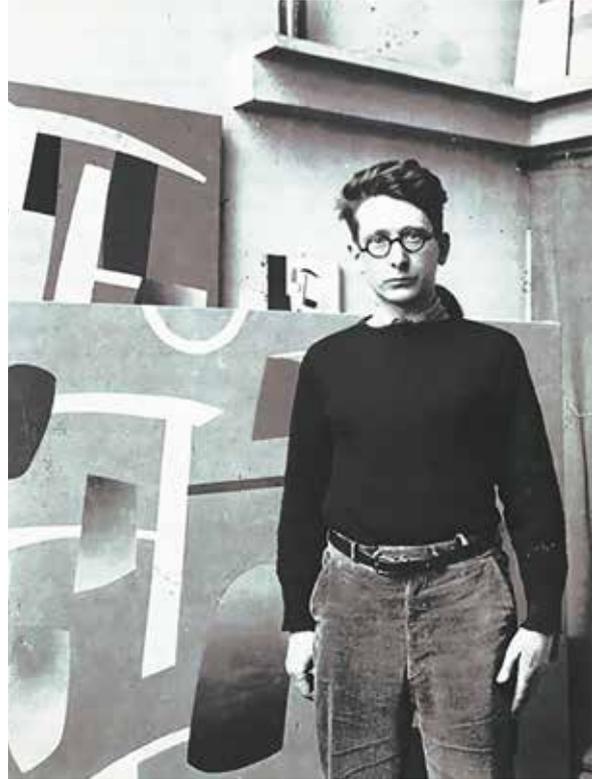
Painted in 1934, *Composition abstraite*, is an accomplished example from the most celebrated period of Jean Hélión's oeuvre. In 1931, along with Theo van Doesburg, Hélión founded the seminal Abstract-Création movement in Paris. This progressive group sought to champion abstract, non-representational ideals within painting, yet to move beyond the rigorous formal directives of Neo-plasticism as practised by the adherents of De Stijl and the short lived Art Concret group (of which Hélión had formerly been a leading member). The Abstract-Création movement proved highly popular, quickly attaining over four hundred members along with many leading abstract artists of the day, including Wassily Kandinsky, Auguste Herbin and Jean Arp.

By the mid-1930s Hélión had developed an abstract style that was uniquely his own, though he continued to maintain a debt of respect and gratitude to Piet Mondrian, whom he later described as owing the 'foundations' of his painting. Not satisfied by the strict geometry of his prior Orthogonal compositions (1929 – 1932) which, in Hélión's

'...the world of forms
could awake petal by
petal, like a rose'

- J. Hélión

Composition abstraite



Jean Hélión in his studio, 1934.

words, restricted themselves to 'rectangular trellises with colours stretched between them' (J. Hélión, 1933, quoted in *Jean Hélión* (exh. cat.), Liverpool, 1990, p. 155), he turned towards a concern for more organic, spatial compositions which experimented with variations of line, volume and hue.

Composition abstraite is an excellent example from this transitional moment in Hélión's abstract phase which is characterised by a rhythmic energy and formal harmony. Realised through a series of interpenetrating planes, he employs a variety of straight and curved lines to delineate shapes of flat and gradated colour. Emerging through a play of contrasts, Hélión here creates a sense of optical and spatial dynamism where, in relinquishing the reductive geometry of his abstract forerunners, he allows the formal possibilities of his compositions to grow ad infinitum: 'I consider the person and the oeuvre of Mondrian to be exemplary.' Hélión explained, 'The two aspects existed in symbiosis (...) I have always taken notice of [Mondrian's] opinion and remembered his example: to go the whole way. From that cross in which I saw the essence of all structure and the knot of all space, I felt sure I could make the whole world of forms emerge, like a rose. Mondrian accepted it only as the least naturalistic support for his scale of relations. For me, it was the essential sign of all structures, the knot of all space, from which the world of forms could awake petal by petal, like a rose' (J. Hélión, 9 March 1957, quoted in A. Meoglin-Delacroix, *ibid.*, p. 155).



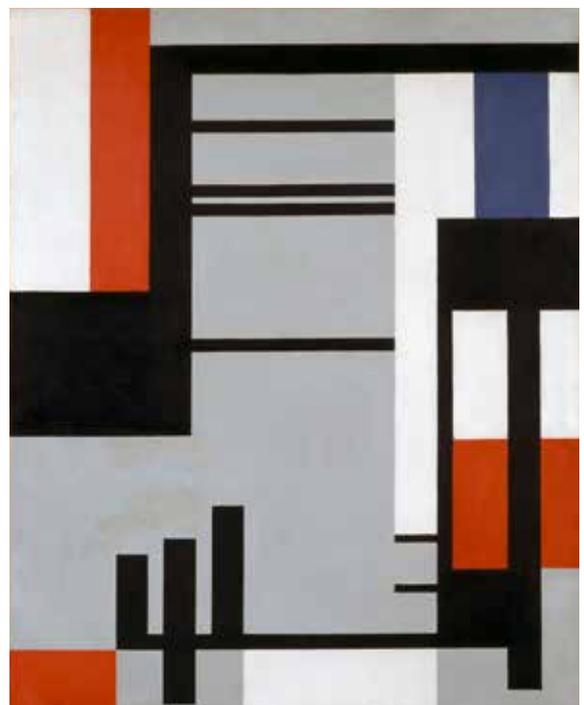
Jean Hélión, *Equilibre*, 1936, sold for £1,157,000 in 2016



Jean Hélon, *Equilibre*, 1934, Museum of Modern Art, New York

Significantly, the introduction of volume and curvilinear lines also reveals Hélon's attempt to reconcile geometry and living matter. For Hélon, Neo-plasticism's exclusion of nature from the canvas, in favour of the mind, neglected the truism that we see with the body as well. The fact that mind and the body are inextricable ultimately led Hélon back towards nature and the complex relationships between the immaterial and material. In speaking of his comparable, though larger, painting *Ile de France* (1935) now in the Tate collection, Hélon stated 'The oppositions are developing. The colours growing more refined and space more supple. But the further I go the more keenly I am aware of the appeal of nature. The space is temporarily, miraculously filled with light but the volumes will have to become complete; object, bodies' (J. Hélon quoted in A. Meoglin-Delacroix, *Jean Hélon* (exh. cat.), Tate Gallery, Liverpool, 1990, p. 156).

Hélon, it seems, even at this stage intuited his inevitable break from abstraction and return to figuration, which he resolutely took up again in 1939 and practised until the end of his career. He remains however a pioneer of abstract art and theory in the early 20th century and consequently many examples from this key period of his work now hang in major museum collections across the globe. Indeed, in 1940, on the occasion of Hélon's fourth exhibition in New York at the Gorgette Passedoit Gallery, the art critic Meyer Schapiro cited Hélon as the most 'outstanding abstract painter among the young generation of American and European artists.' 'Painters here and abroad' Schapiro continued, 'follow his work closely as the most advanced and accomplished of its kind' (M. Schapiro quoted in *Jean Hélon* (exh. cat.), Centre Georges Pompidou, Paris, 2004, p. 48).



Jean Hélon, *Composition orthogonale*, 1930, Centre Pompidou, Paris

8^{AR}

HENRI HAYDEN (1883-1970)

Nature morte

signed 'H. Hayden' (lower right)

oil on canvas

73.5 x 92.7cm (28 15/16 x 36 1/2in).

Painted *circa* 1919

£100,000 - 150,000

€130,000 - 200,000

US\$150,000 - 220,000

The authenticity of this work has kindly been confirmed by Monsieur Pierre Célice. This work will be included in the forthcoming Henry Hayden *catalogue raisonné* currently being prepared.

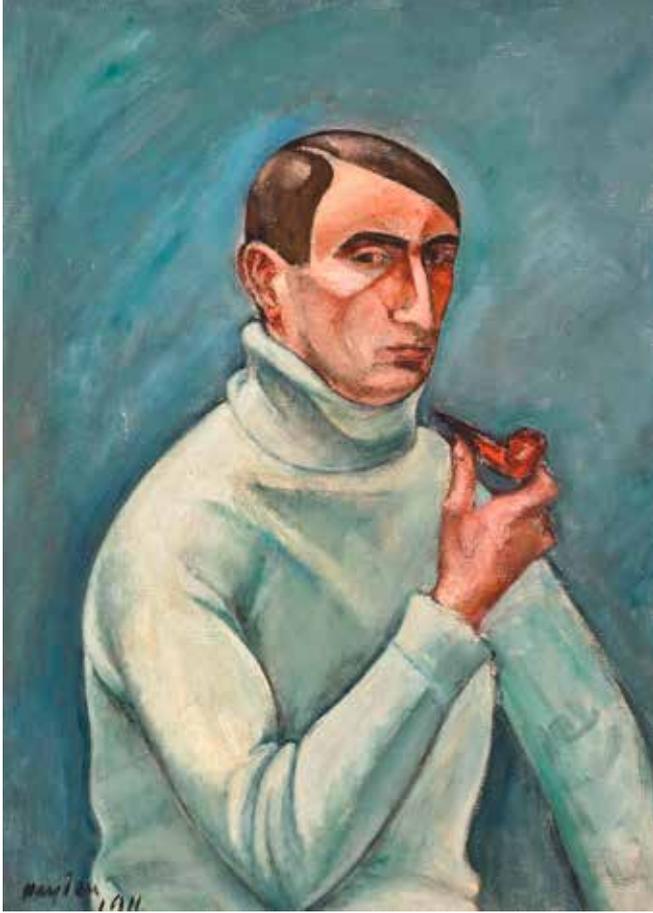
Provenance

G. Modiano Collection.

The Waddington Galleries, London.

Cyril S. Reddihough Esq. Collection.





HENRY HAYDEN

Nature morte

Polish by birth, Henri Hayden was 24 years old when he moved to Paris in 1907 to pursue his studies at the avant-garde art school *Académie de la Palette* - an institution which would later count Henri le Fauconnier and Jean Metzinger among its tutors. After spending time pacing the corridors of museums and the gallery lined streets of the city in search of the new French art 'en vogue', Hayden happened upon the strikingly modern compositions of Paul Cézanne, a discovery which prompted him to enter his early 'cezannienne' period. Drawn to the harmony and ordered structure evinced within the work of Cézanne, the tenets of Cubism were soon to appeal to the young artist as he explored and carefully mastered the art of the avant-garde. Hayden succumbed to Cubism with what the critic Salomon would describe as 'a considered enthusiasm, dissociating colour from form and reducing objects to elliptical signs. Hayden adhered to Cubism, having already produced a great deal, in order to acquire a great deal of himself' (Salomon Quoted in J. Setz, *Hayden*, Geneva, 1962, p. 98).

Henri Hayden, *Autoportrait*, 1911, Private Collection



Juan Gris, *Fantomas*, 1915, National Gallery of Art, Washington D.C.



Pablo Picasso, *Nature morte*, 1912, Museo Nacional Centro de Arte Reina Sofia, Madrid

‘the Renoir of Cubism’

- M. Jacob

By 1914, Hayden moved to the boulevard Raspail becoming part of an influential circle of artists including Picasso, Metzinger and Severini, who unsurprisingly encouraged him to adopt the prevailing Cubist style that was sweeping through Paris. As Hayden later explained, ‘I only absorbed Cubism in 1915, after having swallowed and digested all of French painting in a few years. This rapid absorption led me, in a spirit of creative synthesis, without even realising, to Picasso and Braque’s experimentation at the time’ (H. Hayden quoted in A. Berès & M. Arveiller, *Au temps des cubistes 1910 - 1920*, Paris, 2006, p. 252).

Painted in 1919, the present work belongs to a series of Cubist still lifes that Hayden executed during the six years from 1916 to 1921. Although a great admirer of the technique developed by Picasso, Braque and Gris, Hayden never fully embraced the theories that defined Cubism. He observed with rigour the laws which defined a composition of superimposed planes and multiple perspectives, but always sought to bring spirit and poetry to the cubist geometry, interpreting Cubist principles in his own authentic style. Indeed Max Jacob called Hayden ‘the Renoir of Cubism’ (M. Jacob quoted in J. Setz, *Hayden*, Geneva, 1962, p. 23).

In *Nature morte*, Hayden plays a variety of visual games with his viewer showing a true understanding of analytical Cubist spatial experiments. Dextrously dividing the surface of the painting into contrasting surface texture, shape and colour he transforms the traditional still genre into a patchwork of fragmented form. Utilising a series of interpenetrating planes, multiple viewpoints (we see the central pitcher from above and in relief), and visual signs (such as the newspaper title, the club card and the trompe l’oeil effect of the wood grain) Hayden creates sense of dynamism within the composition in which he consistently emphasises the two-dimensional flatness of the canvas in contrast to the pictorial techniques of depth and representation. Indeed, this sense of movement and contrast is only accentuated by the large scale of the painting which was characteristic of Hayden’s short Cubist phase. In accordance with the simplified palette of Picasso and Braque’s analytical cubism Hayden here employs muted, earthy tones with accents of green and ochre to the centre of the composition suggestive of the wooden table and the green glass of the wine bottle. Brought together through a synthesis of form, line and surface texture the present work is a superb example from this key moment in Hayden’s career, showing a clear debt to Braque and Picasso yet revealing his unique artistic spirit.

gAR

CESAR DOMELA (1900-1993)

Relief n. 11 C

signed and dated 'DOMELA 1936' (lower right); signed and dated 'DOMELA 1936' (verso)

painted wood, metal and plastic on panel relief

46.1 x 56cm (18 1/8 x 22 1/16in).

Executed in 1936

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 26,000

The authenticity of this work has kindly been confirmed by Madame Anne Dutter-Domela.

Provenance

Cyril S. Reddihough Esq. Collection.

Exhibited

Milan, Galleria del Milione, *Collettiva di artisti internazionali*, 5 – 17 March 1938.

Bergamo, Galleria d'Arte Moderna e Contemporanea, *Gli anni del premio Bergamo, Arte in Italia intorno agli anni Trenta*, 25 September 1993 - 9 January 1994, no. 29 (incorrectly dated 1935).

Literature

A. Clairet, *Domela: catalogue raisonné de l'oeuvre de César Domela-Nieuwenhuis: peintures, reliefs, sculptures*, Paris, 1978, no. 45 (illustrated p. 92).



César Domela-Nieuwenhuis, *circa* 1910.

Dutch by birth, César Domela visited Paris several times throughout the 1920s finally settling down in the French capital from 1933. In Paris, together with Piet Mondrian and Theo van Doesburg, Domela was one of the foremost protagonists of the geometric abstraction movement that was blossoming in Europe from the early 1920s. Domela met Mondrian and van Doesburg in Paris in 1924 after joining the group De Stijl. A self-taught artist, he embraced the general principles of the movement with great passion from the start, most principally in his use of the rectangular plane, the opposition of horizontal and vertical lines, the reduction of colour in the name of pure abstraction and the rejection of any formal representation of the natural world. Throughout his prolific career Domela sought balance, rigor and equilibrium in his works, yet his strong inclination toward experimentation and the research of dynamism and rhythm in his compositions led the artist to quickly distance himself from the other artists of the group.

1932 - just four years before the execution of the present work - was a turning point in Domela's artistic career. It was at this time that he rejected the rigid rules of symmetry, introducing bends and arcs alongside an illusion of depth attained through the use of contrasting planes in varied materials. From this point Domela abandoned the two dimensional support of the canvas and gave birth to his celebrated objects-sculptures known as 'reliefs'. Describing this transition the artist stated: 'I allowed myself not only to introduce the diagonal but also and above all to use the curved line upon which I based the rhythm of my objects-sculptures. In addition, I replaced the elementary colours with those of the most diverse materials and with the most graded hues on the painted surfaces. One might argue that in doing so I had turned away altogether from De Stijl. I feel on the contrary that I ventured further along its path by avoiding the pitfall of uniformity in repetitiveness, while respecting the essence of the abstract approach. I remained faithful to the rigor and discipline that was the great contribution of the Neo-plastic thought and of De Stijl' (C. Domela quoted in A. Clairet, *Domela: catalogue raisonné de l'oeuvre de César Domela-Nieuwenhuis: peintures, reliefs, sculptures*, Paris, 1978, pp. 28, 29).

Relief n. 11 C is part of the series of 'reliefs' that the artist executed in 1936 at the mature stage of his career. It was in the same year that Domela also exhibited four 'reliefs' at the Cubism and Abstract exhibition at the Museum Of Modern Art in New York. In the present work, the assemblage of the plastic tubing, painted and shaped wooden units and a steel honeycombed element all combine to present a perfectly harmonic and balanced configuration. The intersection of curved and diagonal lines, together with the contrasting haptic qualities of the materials themselves and the alternation of pure colour also produces a vivid sense of movement within the composition, evoking an overall dynamic effect.

Although Domela ventured in directions apart from Mondrian and van Doesburg, formal abstraction always remained of primary importance in opposition to the emotional connotations of narrative or figurative art. For Domela, it was the interaction between differing textures and materials which allowed him to go beyond the restrictive dictates of Neo-plasticism to fully explore the abstract possibilities engendered by optical and tactile variations. Employing metal, wood and plastic, the present 'relief' shows the extent of Domela's bold, innovative approach in moving beyond the limits of paint on a flat support.

Domela's three-dimensional abstract works were to influence many artists working in Europe during the first half of the 20th century. In fact, the tendency to explore the use of non-traditional materials spread throughout Europe and America with the advent of Art Informel and the Arte Povera of the 1950s. As such, Domela was not only a great protagonist of the pictorial avant-garde of the 1920s but also one of the pioneers in the use of unorthodox materials in the service of art, venturing into the world of the so-called objects-sculptures.



10^{AR}

JEAN HELION (1904-1987)

Composition

signed and dated 'Héliion 36' (lower right)

watercolour and ink on paper

30 x 22.3cm (11 13/16 x 8 3/4in).

Executed in 1936

£4,000 - 6,000

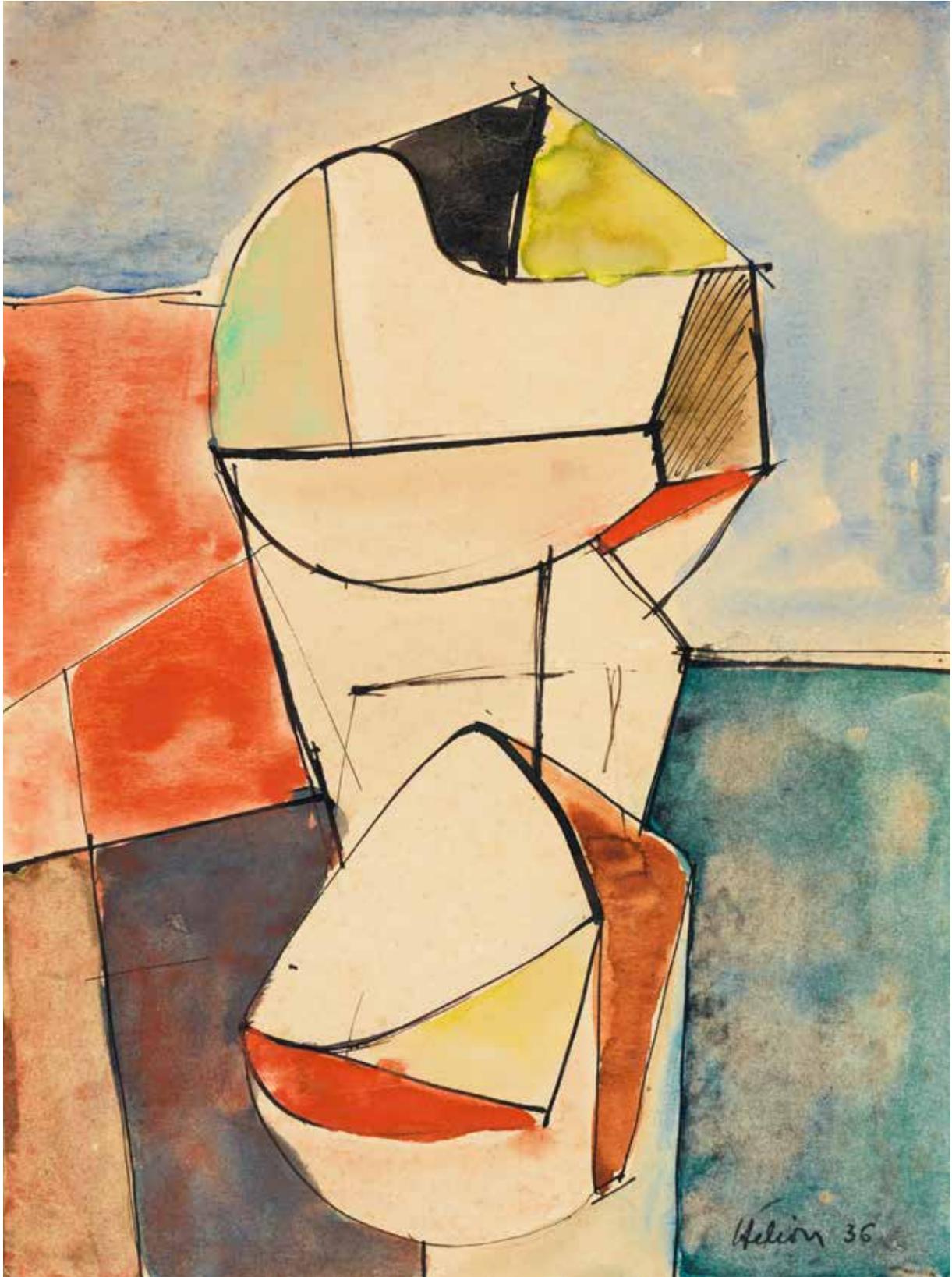
€5,200 - 7,800

US\$5,800 - 8,800

The authenticity of this work has kindly been confirmed by
Madame Jacqueline Héliion.

Provenance

Cyril S. Reddihough Esq. Collection.



11

HENRI LE DOUANIER ROUSSEAU (1844-1910)

Esquisse pour Vue du pont de Sèvres

signed 'H. J. Rousseau' (lower right); signed, inscribed and dated 'Vue de Sèvres 1908. appartenant à mon ami Brummer, Paris Le 13 Xbre 1908. Rousseau' (verso)

oil on paper

19.2 x 27.3cm (7 9/16 x 10 3/4in).

Painted in 1908

£20,000 - 30,000

€26,000 - 39,000

US\$29,000 - 44,000

This work is a study for the painting *Pont de Sèvres*; painted in 1908, currently in the Pushkin State Museum of Fine Arts, Moscow.

Provenance

J. Brummer Collection, Paris, a gift from the artist, 1908.

D.-H. Kahnweiler Collection, Paris.

Griffin Collection.

Galerie Pierre, Paris, by 1933.

Lawrence Venn Collection, London, by 1944.

Galerie Bing, Paris, by 1951.

The London Gallery Ltd., London.

Cyril S. Reddihough Esq. Collection.

Exhibited

Basel, Kunsthalle, *Henri Rousseau*, 1 March - 2 April 1933, no. 50 (titled 'Vue de Sèvres').

Paris, Salle Royale, *Les Maîtres populaires de la réalité*, 1937, no. 19 (later travelled to Zurich, London and New York, titled 'Vue du pont de Sèvres').

Literature

D. Cooper, 'Henri Rousseau: artiste peintre', in *The Burlington Magazine*, July 1944, no. C (illustrated pl. III, titled 'Vue de Sèvres').

D. Cooper, *Henri Rousseau*, Paris, 1951 (illustrated).

J. Bouret, *Henri Rousseau*, Neuchâtel, 1961, no. 198 (illustrated p. 232).

D. Vallier, *Henri Rousseau*, Cologne, 1961, no. 115 (illustrated).

D. Vallier, *Tout l'oeuvre peint de Henri Rousseau*, Paris, 1970, no. 215 B (illustrated p. 110).

H. Certigny, *Le Douanier Rousseau en son temps, Biographie et catalogue raisonné*, Vol. II, Tokyo, 1984, no. 272 (illustrated p. 575).



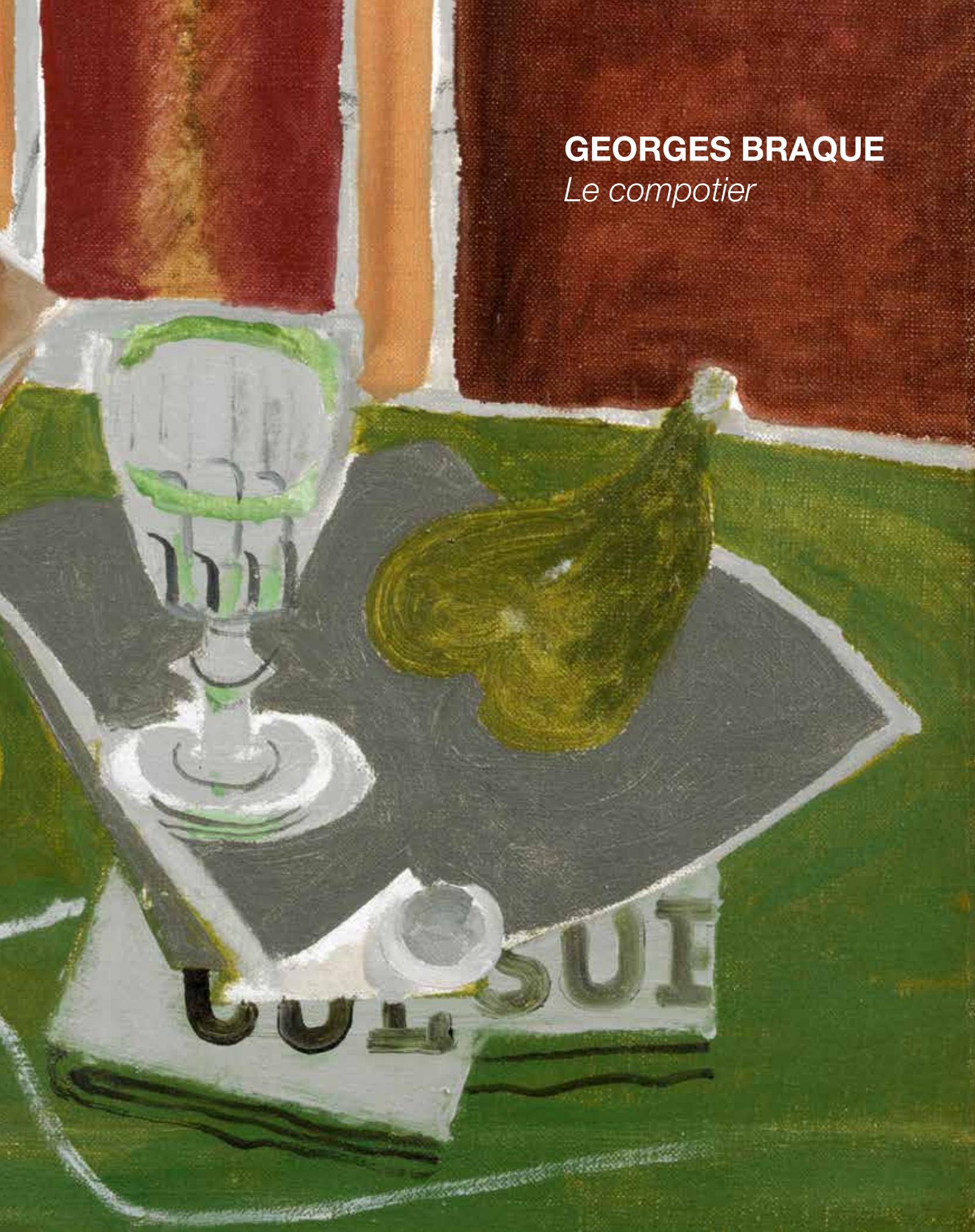
Henri Le Douanier Rousseau, *Pont de Sèvres*, 1908, S.I.Schtschukin Collection, Pushkin State Museum of Fine Arts, Moscow





GEORGES BRAQUE

Le compotier



12*

GEORGES BRAQUE (1882-1963)

Le compotier

signed and dated 'G. Braque 42' (lower left)

oil on canvas

35.6 x 46.4cm (14 x 18 1/4in).

Painted in 1942

£350,000 - 550,000

€460,000 - 720,000

US\$510,000 - 800,000

Provenance

Private collection, Paris.

Galerie Rosengart, Lucerne.

Held Collection, Lausanne (acquired from the above).

Charles Nilsson Collection, Stockholm (acquired from the above).

Galerie René Drouet, Paris.

Neison & Bette Harris Collection, Chicago (acquired from the above,
19 June 1972).

Thence by descent; their sale, Christie's, New York, 1 November 2005,
lot 10.

Private collection, Switzerland.

Literature

Maeght (eds.), *Catalogue de l'oeuvre de Georges Braque, peintures
1942 - 1947*, Paris, 1960, pl. 32 (illustrated).



GEORGES BRAQUE

Le compotier

The genre of the still life was the primary focus of Georges Braque's oeuvre and he returned to the subject throughout his career with an almost obsessional frequency. Occupying roughly two thirds of his entire output - nearly sixty years spanning from the height of his earliest Cubist explorations (1907 – 1914) to his death in 1963, the still life was the abiding theme through which Braque investigated the question that impelled his creativity and which had been fundamental to Western art since the Renaissance. Namely, 'how to depict the relationship between the representation of space and the experience of the lived body in space': the space that separates us from objects. (K. K. Butler, 'Georges Braque and the Cubist Still Life 1928-1945: The Known and Unknown Worlds' in K. K. Butler & R. Maurer (eds.) *Georges Braque and the Cubist Still Life 1928-1945*, Washington, 2013, p. 13).

'In still life space is tactile, even manual' Braque explained, '...the space of a landscape is visual space.' (G. Braque quoted in J. Golding 'Braque and the Space of Still Life' in *Braque Still Lives and Interiors*, (exh. cat.), South Bank Centre, London, 1990, p. 9). By focusing on the representation of the spaces between objects, Braque could explore the materiality of things not just in visual but also in tactile terms: 'Compelled by the desire to go further to towards an expression of space. I wanted to avail myself of the faculty of touch.' (G. Braque quoted in E. Mullins *Braque*, London, 1968, p. 159).

In *Le compotier*, Braque represents objects which hold an intrinsic haptic quality – the smooth, rounded skin of a pear, the cool, moulded exterior of a cut-glass goblet and the delicate fleshliness of a cherry. Braque was drawn to 'objects which could be brought to life by the process of touch, whose living function depends on the human hand' (E. Mullins, *ibid.*, p. 163). Yet it is not through the techniques of painterly naturalism that Braque evokes the materiality of his subject. Rather, it is in utilising the Cubist devices established with Picasso during his earlier synthetic phase: flattened picture space, multiple viewpoints and form realised through colour undefined by contour, that Braque foregrounds the concrete spatial relationships between each depicted element. Furthermore, it is in the harmonic structuring and lyrical subtlety of the composition that Braque evokes the artist 'most singly responsible for [his] love of the still life', Cézanne (E. Mullins, *ibid.*, p. 164).

Painted in 1942, at the height of the Second World War, *Le compotier* also gestures towards the turbulent times in which it was executed, as John Richardson notes 'in Braque's work of 1942 onwards, hints of unease and references to a wartime way of life become increasingly evident' (J. Richardson, *Georges Braque*, Middlesex, 1959, p. 24). At the outset of the war his style underwent a tangible change, becoming, as Edwin Mullins describes, 'cryptically personal'. 'Conveying', he explains, 'a freer more subjective, more irrational experience of space than his Cubist and immediately post Cubist years' (E. Mullins, *op. cit.*, pp. 141 - 142).



Paul Cézanne, *Nature morte avec poires*, circa 1879 - 1882, Private Collection



Georges Braque (1882-1963), *Théière et plateau de fromage*, 1942, Philadelphia Museum of Art, Pennsylvania

‘He was so shocked by the disaster that was looming... His sensitive soul couldn’t bear what he had already lived through during the First World War’

- M. Lachaud



Georges Braque in his studio, 1931.

By all accounts the Second World War and events leading up to it had a profound effect on Braque, doubtlessly recalling the traumatic experiences of his front-line service in the Great War, where he sustained a serious head injury which left him temporarily blinded. Branded a degenerate artist by the Nazis for his fauve and cubist work, Braque had considered moving to Geneva just prior to France and Britain’s declaration of war against Germany in September 1939. In the event however, he found himself at the outbreak of war in Normandy, at his country residence in Varengeville. As the Germans advanced towards Paris he and his wife, Marcelle, thought it prudent to flee to the South where they were taken in by the family of his assistant, Mariette Lachaud. They later sought refuge with André Derain and his wife in the town of Gaujac in the Midi-Pyrenees before Braque’s concern for, and separation from, his studio eventually compelled the couple to return to Paris, where they remained throughout the occupation until the end of the war.

Adding to the disruption of his personal circumstances, Braque was also witness to the tragic events surrounding of those in his immediate circle of friends. His Jewish dealer Paul Rosenberg was forced to leave Paris for New York in the summer of 1940, whereupon his home, gallery and most of his twentieth century paintings (including works by Braque) were

confiscated by the Nazis. In July of the same year the suicide of the writer Carl Einstein, a great friend and advocate of Braque, deeply affected the war-weary artist. Recalling Braque’s sentiments as war threatened France once again, Mariette Lachaud stated ‘He was so shocked by the disaster that was looming...His sensitive soul couldn’t bear what he had already lived through during the First World War’ (M. Lachaud quoted in K. K. Butler & R. Maurer (eds.) *ibid.*, p. 19).

These events were initially so unsettling for the artist that he ceased painting all together, but by 1941 he was painting again although with marked changes in style and subject matter. His still lifes from this period are for the most part of modest scale and are characterised by a sparse, simplified arrangement of objects which thus far had never appeared in Braque’s pre-war paintings. Food rationing had been introduced in Paris in 1941 and this is evidenced in meagre hunks of cheese, bread and sausage which appear alongside a proliferation of cooking paraphernalia, teapots, chopping knives, coffee grinders and scales: ‘The new war pictures tend to be more austere, and at times even somewhat tragic in their implications. Many refer to food and by implication to the scarcity of it. Objects within individual still lifes often seem more separate from each other, taking on an isolated air.’ (J. Golding *op. cit.*, p. 19).



George Braque in his studio, *circa* 1950.

The small grouping of three cherries and half a pear alongside an empty wine glass in *Le compotier* also appear to speak of this time of privation, yet the brighter, more optimistic palette stands in opposition to the more muted, earthy tones Braque commonly employed during this period. Meanwhile, in contrast to the interpenetrating planes and cluster of centrally placed images present in his interiors of the 1930s, the broad sweeps of unmodulated pigment in *Le compotier* serve to simplify the composition and heighten the sense of isolation between the objects dispersed across the canvas.

Le compotier is highly reminiscent of Henri Matisse's earlier painting *La table de marbre rose* which was also executed at a time of war. Executed in 1916, during the Battle of the Somme when Matisse's friends Derain and Apollinaire were serving at the front, *La table de marbre rose* acts as a stark counterpoint to Picasso's vibrant, object laden post-war *Guéridons* of 1919 – 1920. The sparse table, empty fruit bowl and bleak presentation of nature in *La table de marbre rose* lend the work a sombre tone which is evocative of the downtrodden state of the artist and the nation during this bleak historic moment.



Jean-Baptiste Simeon Chardin, *Le panier de fraises des bois*, *circa* 1761, Private Collection

Braque was always careful to differentiate between the domain of art and that of the outside world. While he acknowledged that an artist operated within socio-political history, he maintained that art could exist beyond it: 'Fulfilment requires physical time, if it takes ten years to conceive and execute a canvas, how is a painter supposed to stay abreast of events? A painting is not a snapshot. Once again this does not mean that the painter is not influenced, concerned, and more by history; he can suffer without being militant. Only let us distinguish, categorically between art and current affairs.' (G. Braque (1939) quoted in K. K. Butler & R. Maurer (eds.) *op. cit.*, p. 13).

Critics have argued however that Braque's fixation on the still life genre during the war years was, in itself, symptomatic of an inner withdrawal and even a strategy of self-preservation in occupied France. In concentrating on the interior world of objects the artist deliberately refuted an engagement with outside world: 'The object manifests a sort of irreducible hostility. It turns toward us not a face but an unchanging mask' (Jean Babelon quoted in K. K. Butler & R. Maurer (eds.) *op. cit.*, p. 25). At the same time, others have maintained that it offered a source of creative retreat in which the artist could take comfort in returning to a treasured subject, realising a personal sense of artistic freedom in the face of occupation and surveillance under the Nazis: 'The strategy of the still life was a strategy of preservation – self-



Henri Matisse, *La table de marbre rose*, 1917, Mrs. Simon Guggenheim Fund., Museum of Modern Art, New York



Pablo Picasso, *Nature morte devant une fenêtre*, 1919, Private collection

‘Braque embodied what French painting could be...As for the works themselves, their gravity and humanity were an inspiration...’

- A. Danchev

preservation, to be sure, but in an ideal sense – ‘to make the best selves for ourselves that we can.’ Freely in solidarity against the grain’ (A. Danchev, *Georges Braque, A Life*, London, 2005, p. 211).

At the outbreak of war Braque was already internationally established as one of the foremost French painters of his generation, and indeed his reputation and influence only prospered during these troubled years. Describing the reaction to Braque’s exhibition of 1943, in which Braque brought together a selection of recent works to fill a room at the Salon d’Automne, Alex Danchev emphasises the significance that Braque’s work continued to hold for his fellow artists and compatriots: ‘In occupied Paris the contents of the Braque room caused a suppressed sensation. For French citizens, Braque embodied what French painting could be...As for the works themselves, their gravity and humanity were an inspiration... Braque’s painting [as described by contemporary critic Jean Paulhan] was at once ‘acute and nourishing’ (A. Danchev, *ibid.*, p. 219).

In Braque’s unwavering dedication to still life, and by imbuing his compositions with such intimacy and intensity of human feeling, he paid the ultimate homage to his beloved predecessor and mentor, Jean-Baptiste Chardin. Like Braque, Chardin was ‘a man who imposed limitations on his scope and made a virtue of them... perceiving that inanimate objects could be grouped no less harmoniously than human beings’ (E. Mullins, *op. cit.*, p. 165). As seen in *Le compotier*, this sense of humanity distilled through limited means lent a particular resonance to Braque’s work during the war years, allowing the still life genre to speak to compassionate spectators in a deeply personal and affecting way.

Le compotier formerly belonged to esteemed Modern Art collectors including Charles Nilsson and Mr. and Mrs Neison Harris, noted Chicago based philanthropists who during their lifetime fulfilled their passion for this artistic period in acquiring an extraordinary collection of Impressionist & Modern masterpieces.

13^{AR}

AUGUSTE HERBIN (1882-1960)

Paysage à Céret

signed 'herbin' (lower left)

oil on canvas

60.3 x 73cm (23 3/4 x 28 3/4in).

Painted in 1913

£55,000 - 75,000

€72,000 - 98,000

US\$80,000 - 110,000

Provenance

Dr. Lickteig Collection, Strasbourg.

Anon. sale, Laurin Guilloux Buffetaud Tailleur, Paris, 16 April 1982, lot 19.

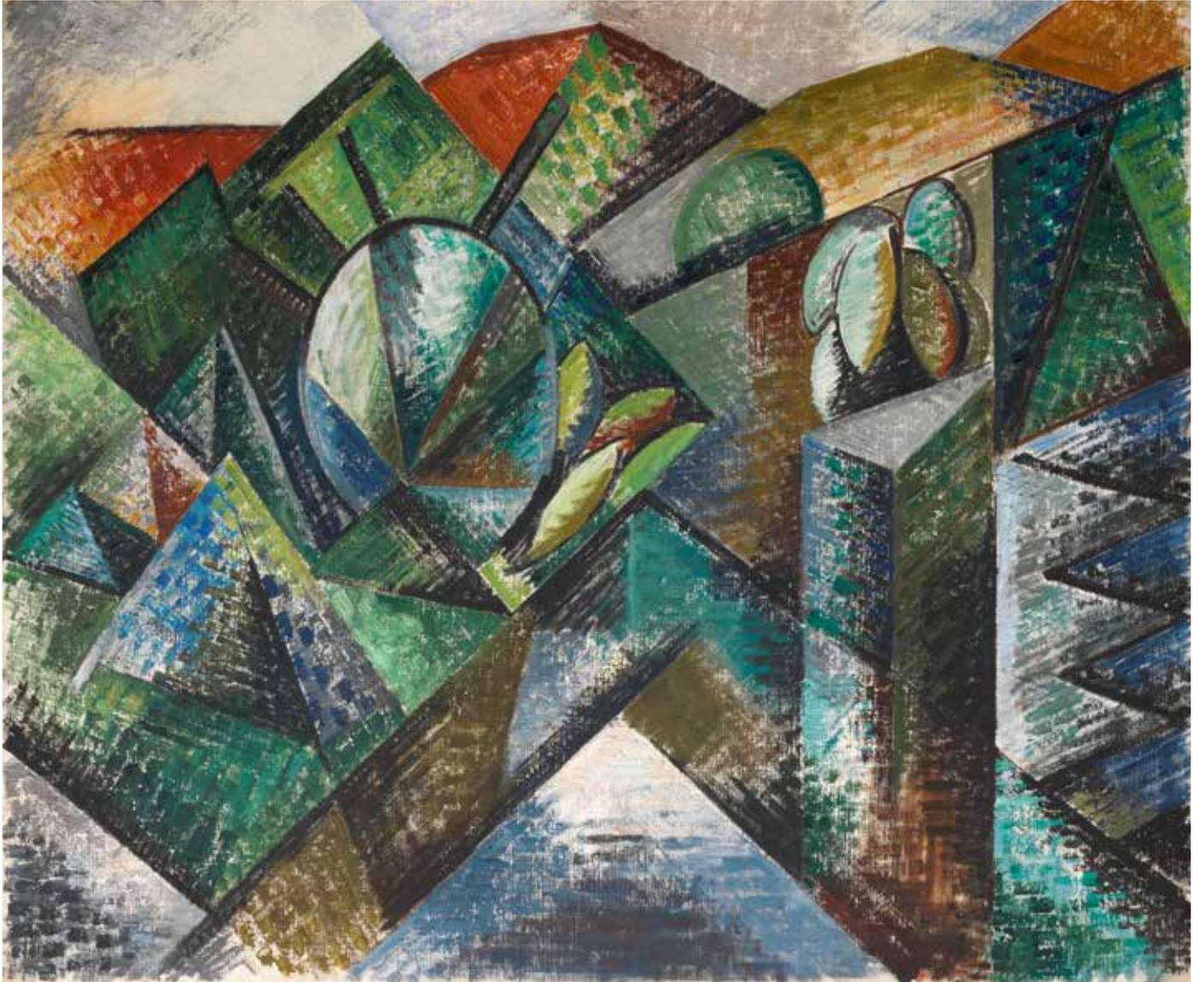
Private collection, Paris (acquired at the above sale).

Literature

G. Claisse, *Herbin, catalogue raisonné de l'oeuvre peint*, Lausanne, 1993, no. 310 (illustrated p. 334).



Auguste Herbin in 1911.



PROPERTY FROM A PRIVATE JAPANESE COLLECTION

14*

JEAN (HANS) ARP (1886-1966)

Ganymède

polished bronze

21 x 31.7 x 25.5cm (8 1/4 x 12 1/2 x 10 1/16in).

Conceived in 1954 and cast in an edition of 5 between 1957 and 1959 by Susse Fondeur. The present work is the first cast.

Ganymède is a variant of the work *Ecaille*, conceived in 1938.

£40,000 - 60,000

€52,000 - 78,000

US\$58,000 - 88,000

This work was presented to the Fondation Arp, Clamart, and is registered in their archives.

Provenance

Sidney Janis Gallery, New York.

Walter & Molly Bareiss Collection, Connecticut (acquired from the above in 1958); their sale, Sotheby's, New York, 9 May 2007, lot 336 (sold for US\$156,000 incl. prem.).

Private collection, Japan (acquired at the above sale).

Exhibited

New York, The Museum of Modern Art, *Arp*, 1958, no. 102.

Literature

C. Giedion-Welcker, *Jean Arp*, Stuttgart, 1957, no. 132 (terracotta version listed and titled 'Ganymed').

Exh. cat., *Jean Arp (1886 - 1966)*, Madrid, 1985, no. 18 (another cast illustrated p. 111).

‘[Ganymedes] was the loveliest born of the race of mortals, and therefore the gods caught him away to themselves, to be Zeus’ wine-pourer, for the sake of his beauty, so he might be among the immortals.’

- Homer, The Iliad, Book XX, lines 233-235



PROPERTY FROM A DISTINGUISHED PRIVATE LONDON COLLECTION (LOTS 15 - 26)

15^{AR}

JOAN MIRÓ (1893-1983)

La famille

signed, inscribed and dated 'Joan Miró. 'La Famille' 2.32.' (verso)

black crayon on card

24.7 x 32cm (9 3/4 x 12 13/16in).

Executed in February 1932

£35,000 - 55,000

€46,000 - 72,000

US\$51,000 - 80,000

Provenance

Alexandre Iolas, Paris.

Private collection (acquired from the above *circa* 1970).

Anon. sale, Sotheby's, London, 30 November 1994, lot 237.

Private collection (acquired at the above sale); their sale, Sotheby's,
London, 5 February 2002, lot 76.

Acquired at the above sale by the present owner.

Literature

J. Dupin & A. Lelong-Mainaud, *Joan Miró, Catalogue raisonné,
Drawings*, Vol. I, 1901 - 1937, Paris, 2008, no. 357 (illustrated p. 174).



16

LYONEL FEININGER (1871-1956)

Brigantine und Kutter

signed, inscribed and dated 'Feininger Brigantine und Kutter
Sept. 30. 1931' (lower edge)

watercolour, pen and ink and charcoal on paper

25.6 x 40cm (10 1/16 x 15 3/4in).

Executed on 30 September 1931

£20,000 - 30,000

€26,000 - 39,000

US\$29,000 - 44,000

Achim Moeller, Managing Principal of the Lyonel Feininger Project LLC,
New York - Berlin has kindly confirmed the authenticity of this work.

Provenance

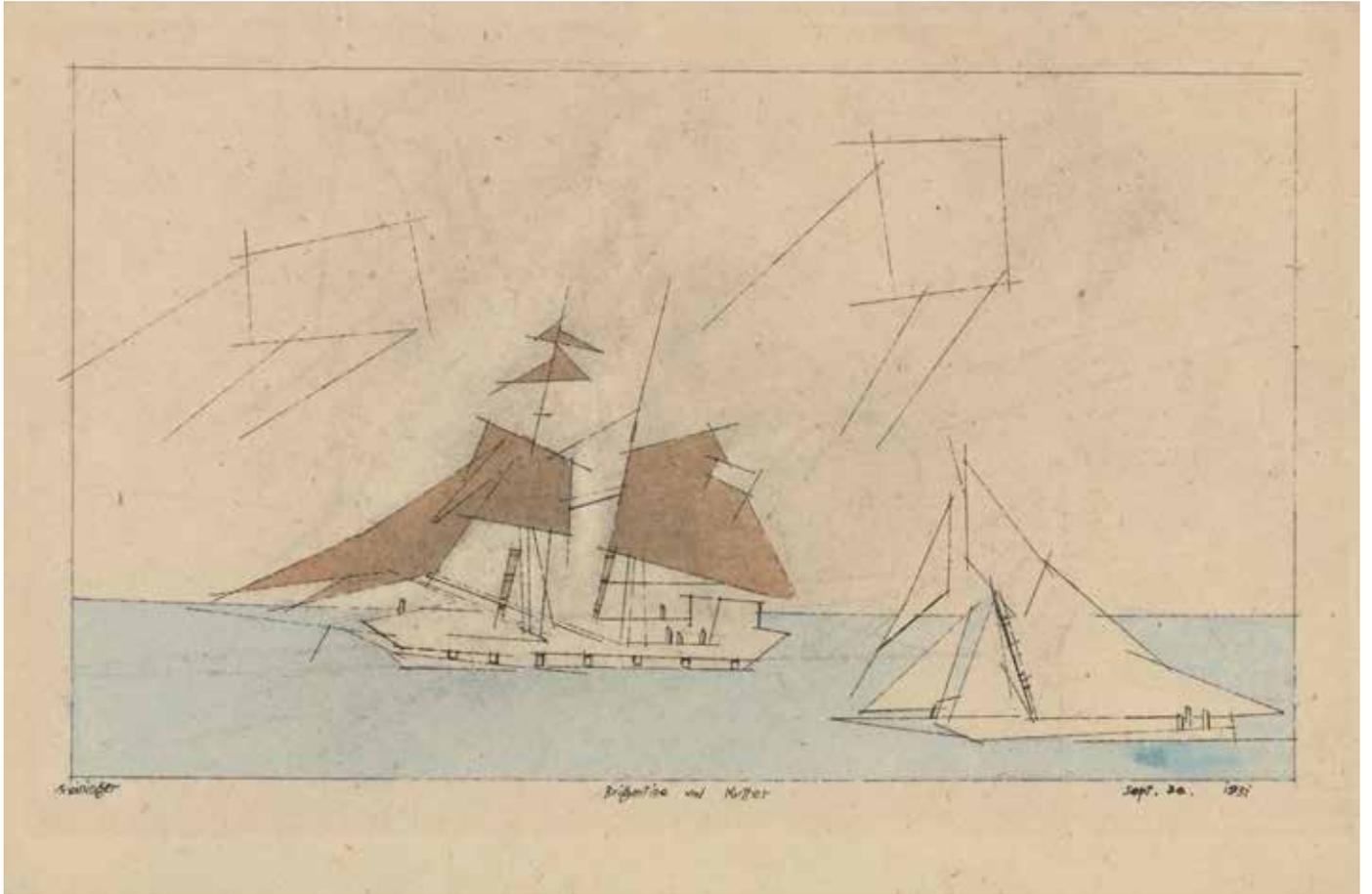
Kraushaar Galleries, New York, no. 1659.

Meyer & Vivian Potamkin Collection, Philadelphia (acquired from the
above on 31 March 1966); their estate sale, Sotheby's, New York,
7 May 2003, lot 217.

Acquired at the above sale by the present owner.

Exhibited

Harrisburg, Pennsylvania, William Penn Memorial Museum, *An
Alumnus Salutes Dickinson College 200th Anniversary (From the
Collection of Meyer and Vivian Potamkin)*, 1972 - 1973, no. 49.
Philadelphia, Pennsylvania Academy of the Fine Arts, *American
Art From the Collection of Vivian and Meyer P. Potamkin*, 1989.



17

AMEDEO MODIGLIANI (1884-1920)

Cariatide

pencil and blue wax crayon on buff paper

26.8 x 20.3cm (10 9/16 x 8in).

Executed *circa* 1913 - 1914

£40,000 - 60,000

€52,000 - 78,000

US\$58,000 - 88,000

Provenance

André Level, Paris.

Galerie Bernheim-Jeune, Paris, no. 25549 (acquired from the above on 26 October 1928).

M. Knoedler & Co. Inc., New York (acquired from the above on 18 June 1929).

Jere Abbott Collection, Massachusetts, by 1940.

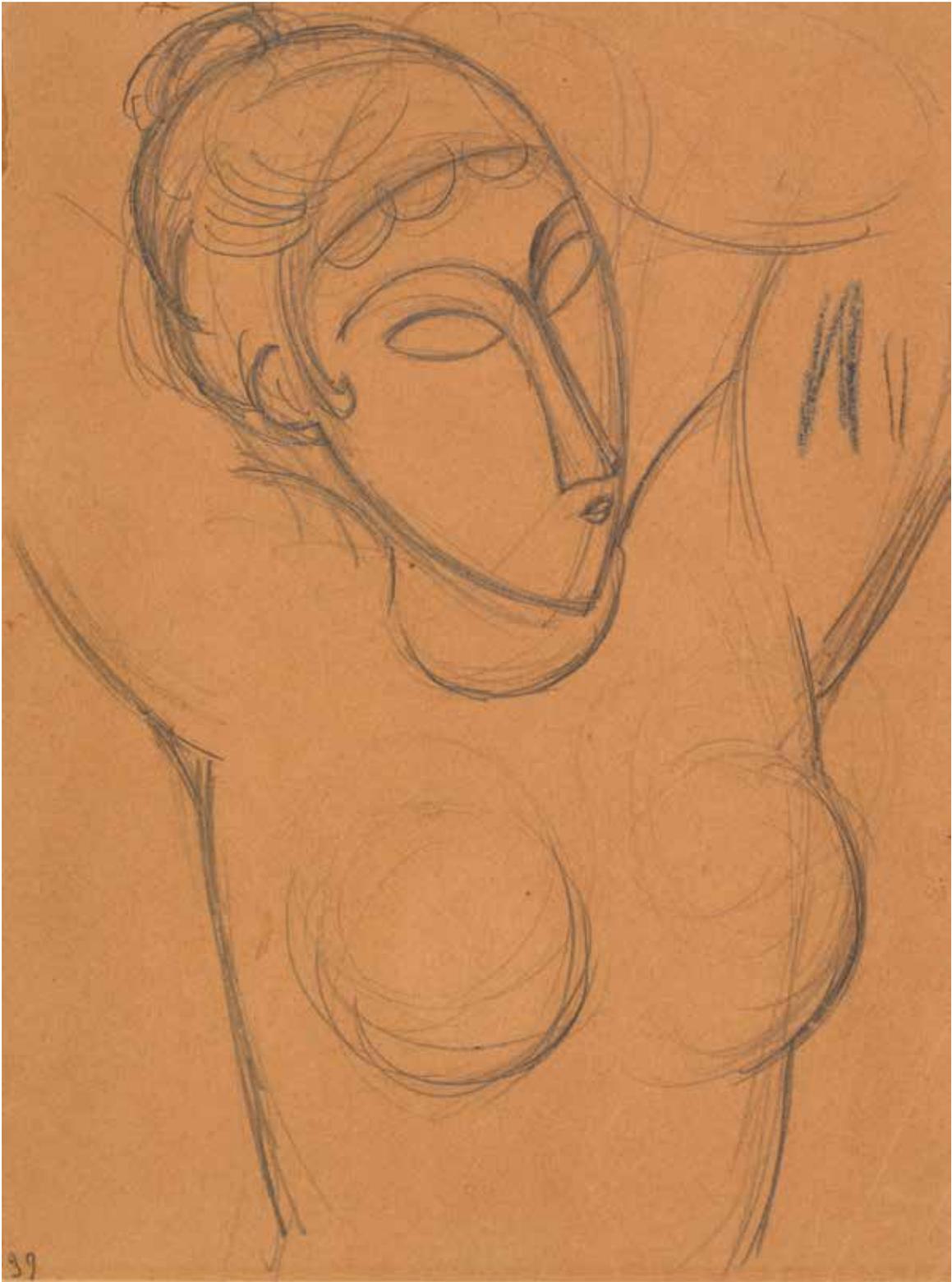
Anon. sale, Christie's, New York, 10 May 2001, lot 120.

Acquired at the above sale by the present owner.

Literature

O. Patani, *Amedeo Modigliani: Catalogo generale, sculture e disegni 1909 - 1914*, Milan, 1992, no. 199 (illustrated p. 182).

G.-P. & F. Dauberville, *Modigliani: Amedeo Modigliani chez Bernheim-Jeune*, Paris, 2015, no. 65 (illustrated p. 169, titled 'Buste').



18^{AR}

GIORGIO DE CHIRICO (1888-1978)

Interno metafisico con biscotti

signed 'g. de Chirico' (lower left)

oil on canvas

30 x 23.7cm (11 13/16 x 9 5/16in).

£80,000 - 120,000

€100,000 - 160,000

US\$120,000 - 180,000

Provenance

The artist's studio.

Private collection (acquired directly from the above); their sale,
Sotheby's, New York, 11 November 1999, lot 413.

Acquired at the above sale by the present owner.



GIORGIO DE CHIRICO

Interno metafisico con biscotti

Giorgio de Chirico holds a singular place in the history of 20th century art: alongside his brother Alberto Savinio, he was the father of Metaphysical painting. This most-enigmatic of movements was developed by de Chirico in the 1910's and it can be seen as a precursor of Surrealism. Indeed Breton, Duchamp and their collaborators welcomed de Chirico into their group in the 1920's and acknowledged Dada's kinship to this entirely personal vision of the world. This alliance was not to last however, and the essential differences between the ideological roots of the two movements led to an eventual schism. Entirely of its own, De Chirico's work derived its roots in Greek philosophy (via the teachings of Schopenhauer and, most famously perhaps, Nietzsche) and celebrated a nihilistic view of the world around him. This belief in turning reality and logic on its head is exemplified in the present work, *Interno metafisico con biscotti*, in which we enter de Chirico's world of symbols, nonsensical juxtapositions and what he described as a 'primordial feeling of prehistory' (G. de Chirico quoted in M. Fagiolo dell'Arco (eds.), *Il meccanismo del pensiero*, Turin, 1985, p.22).

From his earliest forays into Metaphysical painting, de Chirico utilised motifs found in this work such as ancient statuary and classical architecture. These elements created the aforementioned 'feeling of prehistory' and isolation inherent to this style. In the background of the work de Chirico has depicted a group of anonymous classical towers, rising up from a false horizon line: this bare architecture devoid of detail or embellishment recalls not only the distant classicism that de Chirico used to express this isolation, but also the new fascist architecture being built throughout Italy during the interwar years.

As Paolo Baldacci states: 'de Chirico conceived the means of representing the inversion of values through images of architecture. He recalled that he had first experienced 'metaphysical illumination' while meditating on the architecture of the Piazza Santa Croce in Florence, during the period of his intense study of Nietzsche. By virtue of its essentially geometric volumes, architecture became a marvelous



Giorgio de Chirico, *Il grande metafisico*, 1917, The Museum of Modern Art, New York

Giorgio de Chirico, *La rivolta del saggio (The revolt of the sage)*, 1916, Estorick Collection, London



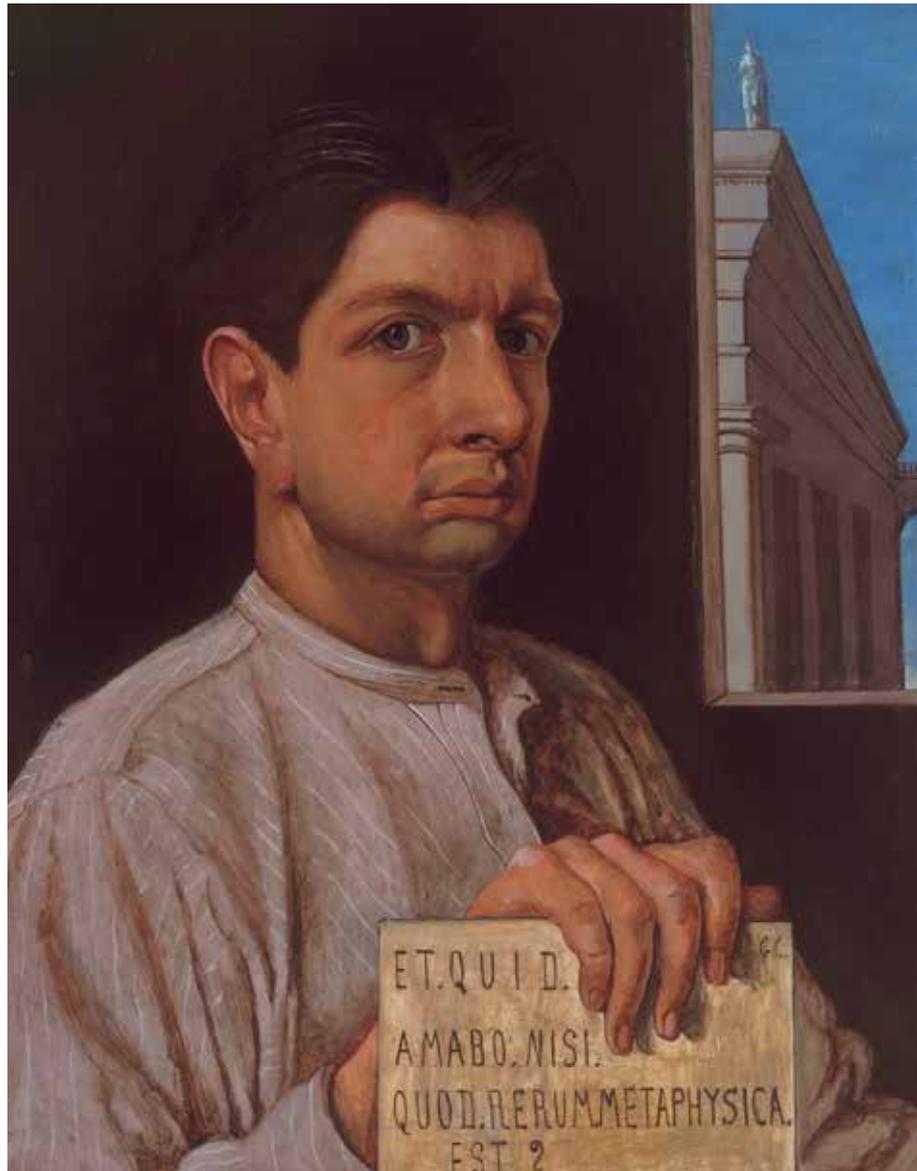
Palazzo della Civiltà Italiana in Rome.

‘The discovery of the terrible void is nothing other than the truly senseless and tranquil beauty of matter’

- G. de Chirico

repository of significance: house, box, toy, pure abstraction, at once everything and nothing, interior and exterior, empty and full, the habitation of dream and memory. In the course of observing a building or group of buildings, different suggestions, sensations and memories entered the mental process of the artist and were recomposed to form new images. The reduction of the architectural object to its geometrical essence, to a spectre of reality, gave de Chirico the idea of creating what he termed ‘*solitudine plastica*’ (P. Baldacci, ‘De Chirico and Savinio: The Theory and Iconography of Metaphysical Painting’, in E. Braun (ed.), *Italian Art in the 20th Century, Painting and Sculpture 1900 - 1988*, London, 1985, pp. 63, 64).

During what is referred to as his Ferrara period, around 1917, de Chirico introduced the motif of the painting within the painting, which we see here in the present work. The blue and yellow canvas depicting cryptic mathematical symbols is propped against a pile of stretchers, easels and canvases, whilst the floor of the trapdoor-cum-atelier is littered with a stick of chalk, an eraser and a measuring implement. These elements are all iconography related to the artist and the mathematician – reminiscent of the elements making up the totem in de Chirico’s seminal work *Il grande metafisico*, of 1917.



Giorgio de Chirico, *Autoritratto (Self-portrait)*, 1920, Bayerische Staatsgemaldegammlungen, Munich

Perhaps the most incongruous element of this composition is the group of biscuits displayed on the front of the central crate, like a bizarre coat of arms. These biscuits could be the visualised emergence of de Chirico’s memory, or simply symbols stripped of their original meaning and now carrying a strange and mystical ‘non-meaning’. As symbols of Italy’s modern culture and mass-production, these biscuits may have been seen in a similar vein by de Chirico as the neon signage in the following passage, laden with cosmic significance: ‘A magic word shone in space like Constantine’s cross and was repeated down to the far horizon, like an advertisement for toothpaste: Delphi! Delphi!’ (de Chirico, *Hebdomeros*, New York, 1988, p. 70). De Chirico would first use these biscuits in the 1910’s, but revisited them time and again throughout his life. This process of reusing imagery and often entire compositions, as well as deliberately misdating works, was as much a part of de Chirico’s artistic process as it was, as Baldacci describes, ‘a conscious attack on the romantic concept of the uniqueness of the work of art (P. Baldacci, *op. cit.*, p. 69). *Interno metafisico con biscotti* remains a beguiling work and a resolute statement of de Chirico’s singular vision, in all its strangeness and melancholy.

19^{AR}

PABLO PICASSO (1881-1973)

Portrait de Nusch Eluard

stamped with the Dora Maar estate stamp (lower right)

pencil on paper

32 x 24.4cm (12 5/8 x 9 5/8in).

Executed *circa* 1936 - 1937

£30,000 - 50,000

€39,000 - 65,000

US\$44,000 - 73,000

Provenance

Dora Maar Collection, Paris; her sale, Piasa, Paris,
27 October 1998, lot 77.

Acquired at the above sale by the present owner.



A photograph by Dora Maar of the French performer, model and surrealist artist, Nusch Eluard, in 1936.



20^{AR}

HENRI MATISSE (1869-1954)

Tête cubiste

signed 'Henri-Matisse' (lower left)

pencil and *estompe* on card

32.5 x 25.2cm (12 13/16 x 9 15/16in).

Executed in 1915

£30,000 - 50,000

€39,000 - 65,000

US\$44,000 - 73,000

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

Provenance

Jean-Claude Bellier Collection, New York, no. 55.

Private collection (acquired from the above in 1986); their sale,
Sotheby's, New York, 11 November 1999, lot 318.

Acquired at the above sale by the present owner.



21^{AR}

MARC CHAGALL (1887-1985)

Dessin préparatoire pour la lithographie M.35 'A table, homme assis et animal'

lithographic crayon on paper

19.5 x 27cm (7 11/16 x 10 5/8in).

Executed in Berlin in 1922

£10,000 - 15,000

€13,000 - 20,000

US\$15,000 - 22,000

The authenticity of this work has kindly been confirmed by the Comité Chagall.

Provenance

Anon. sale, Christie's, London, 9 December 1999, lot 543.

Acquired at the above sale by the present owner.



22

CAMILLE PISSARRO (1830-1903)

Les porteuses de fagots

stamped with the artist's initials 'C.P.' (lower right)

pencil on paper

22 x 29cm (8 11/16 x 11 7/16in).

£6,000 - 8,000

€7,800 - 10,000

US\$8,800 - 12,000

Provenance

The estate of the artist.

Anon. sale, Christie's, New York, 6 May 1998, lot 134.

Acquired at the above sale by the present owner.



23

RAOUL DUFY (1877-1953)

Pont sur l'Arno à Florence

signed, inscribed and dated 'Raoul Dufy Florence 1922' (lower right)

gouache and watercolour on paper

49.7 x 65cm (19 9/16 x 25 9/16in).

Executed in Florence in 1922

£35,000 - 55,000

€46,000 - 72,000

US\$51,000 - 80,000

The authenticity of this work has kindly been confirmed by Madame Fanny Guillon-Laffaille. This work will be included in the forthcoming Raoul Dufy *catalogue raisonné des aquarelles, gouaches et pastels* currently being prepared.

Provenance

Galerie Stiebel, Paris.

Marshall B. Coyne Collection, US; their sale, Sotheby's, New York,

8 November 2001, lot 188.

Acquired at the above sale by the present owner.



24

PAUL SIGNAC (1863-1935)

Le trois-mâts à la Rochelle

signed and inscribed 'P. Signac La Rochelle' (lower left)
gouache, watercolour, black crayon and pencil on paper
29.2 x 40cm (11 1/2 x 15 3/4in).

Executed *circa* 1920

£18,000 - 22,000

€24,000 - 29,000

US\$26,000 - 32,000

The authenticity of this work has kindly been confirmed by
Madame Marina Ferretti.

Provenance

Anon. sale, Christie's, London, 28 June 2001, lot 418.

Acquired at the above sale by the present owner.



25^{AR}

LOUIS VALTAT (1869-1952)

Sablères sur les quais de la Seine à Paris

stamped with the artist's signature 'L. Valtat' (lower left)

oil on canvas

28.8 x 40.6cm (11 5/16 x 16in).

Painted *circa* 1890

£20,000 - 30,000

€26,000 - 39,000

US\$29,000 - 44,000

This work will be included in the forthcoming Louis Valtat *catalogue raisonné* currently being prepared by Louis-André Valtat.

Provenance

Henri Petiet Collection, Paris.

Anon. sale, Sotheby's, New York, 11 November 1999, lot 439.

Acquired at the above sale by the present owner.



26

EUGENE BOUDIN (1824-1898)

Jetées de Trouville, marée basse

signed, inscribed and dated 'Trouville 25 Août. E. Boudin 94' (lower left)
oil on panel

35 x 26.5cm (13 3/4 x 10 7/16in).

Painted in Trouville on 25 August 1894

£50,000 - 70,000

€65,000 - 91,000

US\$73,000 - 100,000

Provenance

Félix Gérard Collection, Paris.

Anon. sale, Christie's, London, 29 June 1976, lot 204.

Anon. sale, Berkovitsch Subastas de Arte, Madrid, 16 December
1976, lot 119.

Anon. sale, Sotheby's, New York, 11 November 1999, lot 201.

Acquired at the above sale by the present owner.

Literature

R. Schmidt, *Eugène Boudin 1824 - 1898, premier supplément*,
Paris, 1984, no. 3834 (illustrated p. 80).



PROPERTY FROM A PRIVATE ENGLISH COLLECTION

27

GUSTAV KLIMT (1862-1918)

Zurückgelehnt liegender Frauenakt nach links
stamped with the *Nachlass* stamp (lower right, faded)
red chalk on *Japon nacré* paper
30.8 x 44.7cm (12 1/8 x 17 5/8in).
Executed *circa* 1903 - 1905

£40,000 - 60,000

€52,000 - 78,000

US\$58,000 - 88,000

This work is a study for the painting *Danaë*, 1907.

Provenance

Rudolf Staechelin Collection, Basel, no. 247.

Galerie Würthle, Vienna.

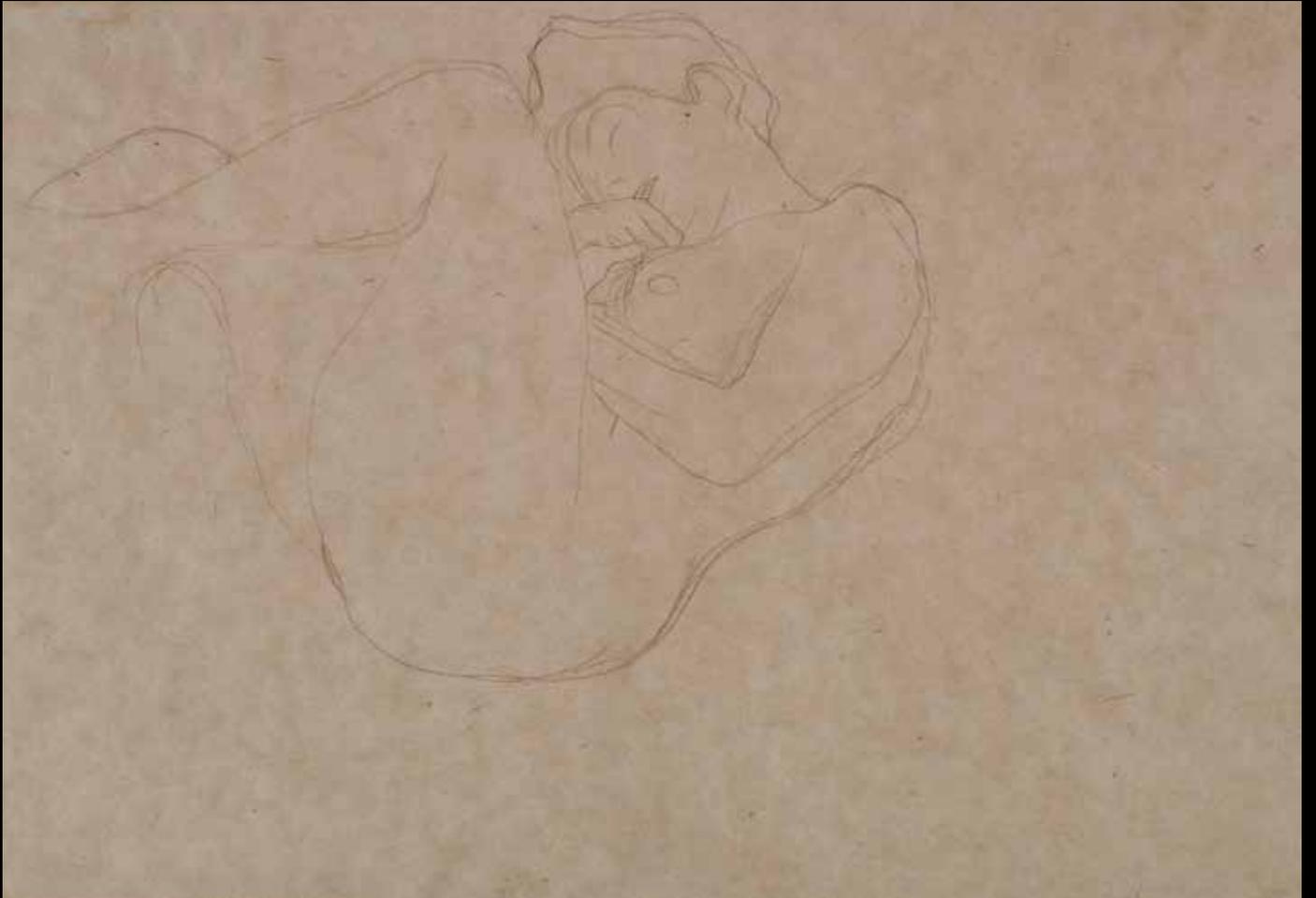
Private collection, UK (acquired from the above, *circa* 1975 - 1980).

Exhibited

Vienna, Graphische Sammlung Albertina, *Gustav Klimt, Egon Schiele - Zum Gedächtnis ihres Todes vor 50 Jahren, Zeichnungen und Aquarelle*, 5 April - 16 June 1968, no. 44 (illustrated p. 31, titled 'Liegender weiblicher Akt mit angezogenen Schenkeln').
Darmstadt, Institut Mathildenhöhe, *Internationale der Zeichnung: Sonderausstellung Gustav Klimt, Henri Matisse*, 15 August - 11 November 1970, no. 62 (illustrated p. 40, titled 'Liegender weiblicher Akt nach rechts, mit angezogenen Schenkeln').
Lucerne, Kunstmuseum Luzern, *Kunst in Österreich, 1900 - 1930*, 14 July - 8 September 1974, no. 75 (titled 'Studie zur 'Danaë)').
Vienna, Galerie Würthle, *Gustav Klimt Zeichnungen*, 1978, no. 17.
Klagenfurt, Galerie im Stadthaus, 1978 (later travelled to Graz, Salzburg and Linz).

Literature

A. Krieger, *Du in der Welt. Gesammelte Liebesgedichte mit 20 Zeichnungen von Gustav Klimt*, Darmstadt, 1974 (illustrated p. 139).
A. Strobl, *Gustav Klimt. Die Zeichnungen 1878 - 1903*, Vol. I, Salzburg, 1980, no. 1015 (illustrated p. 291).





GUSTAV KLIMT

Zurückgelehnt liegender Frauenakt nach links

The present work is the most direct known study for Gustav Klimt's painting *Danaë* (1907), a seminal work by the artist. Here, unlike in other sketches for the painting, the model is presented in almost exactly the same pose as the subject of *Danaë* – head and arms tightly tucked into the chest with a monumental thigh raised dramatically to provide a seductive focal point for the later painting.

The figure of *Danaë* was the last subject that Klimt would draw from Greek mythology. In this painting he depicts the moment of Danaë's impregnation by Zeus, represented by a shower of golden rain that falls from above to between the figure's legs. According to the myth, the King of the gods took pity on the princess after her father, the King of Argos, had decided to intern his daughter upon hearing a prophecy that his death would be at the hands of a grandson. While Danaë was a popular subject during the early 1900s as a symbol for divine love and transcendence, Klimt infuses his eponymous painting with a palpable, almost shocking sexuality. Presenting the model unashamedly naked, the undulating contours of her body serve to emphasise the sensual lines of her buttock, thigh and breast.

Jan Gossaert (Jan Mabuse) (circa 1478-1532), *Danaë*, 1527, Alte Pinakothek, Munich

‘Surrounded by mysteriously naked females, [Klimt] stood silently at his easel [as] they wandered to and fro...’

- F. Servaes



Sir Frederic Leighton, *Flaming June*, 1895, Museo de Arte de Ponce, Ponce, Puerto Rico



Gustav Klimt, *Danaë*, 1907 - 1908, Galerie Würthle, Vienna

Meanwhile, the clenched hand belies her apparent repose and reveals a moment of arousal and ecstasy only heightened by her slightly parted red lips. Representing women within a literary context allowed Klimt to express the themes of eroticism and desire in a manner acceptable to the Viennese bourgeoisie although, like the midnight-blue sheer robe that barely covers the figure, the painting's visceral sensuality is thinly-veiled.

A compositional parallel for *Danaë* and the present work can be found in Sir Frederic Leighton's major painting, *Flaming June* (1895), and indeed the resting head and elegantly curled section of the upper body appears to mirror the positioning of Klimt's subject. The verticality and dominance of the thigh lifted towards the model's head is however uniquely Klimt's own compositional device and, as seen in the series of sketches for *Danaë*, he experimented with a variety of reclining poses before settling on this strikingly stylised form. Later, by tightly framing this compacted figure in *Danaë*, Klimt succeeded in conveying both the idea of an imprisoned subject while simultaneously intensifying the corporeality and sensuality of the image.

As with the painting, Klimt here employs delicate meandering lines to tenderly depict the form of his slumbering model. In *Zurückgelehnt liegender Frauenakt nach links* however, the sexual charge is muted, rather revealing the transience of the moment as the artist sketched his model within the atelier. The hand is closed to support the head rather than clenched, and the model's expression appears relaxed and vacant as if she is fast asleep. In the economy and fluidity of line so synonymous with the hand of Klimt, this work remains an essential study for one of the most important oils within Klimt's oeuvre, as well as offering tantalising insight into the closely guarded interior of the artist's studio, where Klimt, 'surrounded by mysteriously naked females,...stood silently at his easel [as] they wandered to and fro...obediently halting in their tracks as soon as the artist espied a pose or a movement that his sense of beauty impelled him to capture in a swiftly executed sketch' (an observation by the journalist Franz Servaes in 1908, quoted in A. Weidinger (ed.) *Gustav Klimt*, Munich, 2007, p. 191).

28^{AR}

PABLO PICASSO (1881-1973)

Maternité

India ink on paper

16.8 x 10.3cm (6 5/8 x 4 1/16in).

Executed in 1905

£25,000 - 35,000

€33,000 - 46,000

US\$37,000 - 51,000

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

Provenance

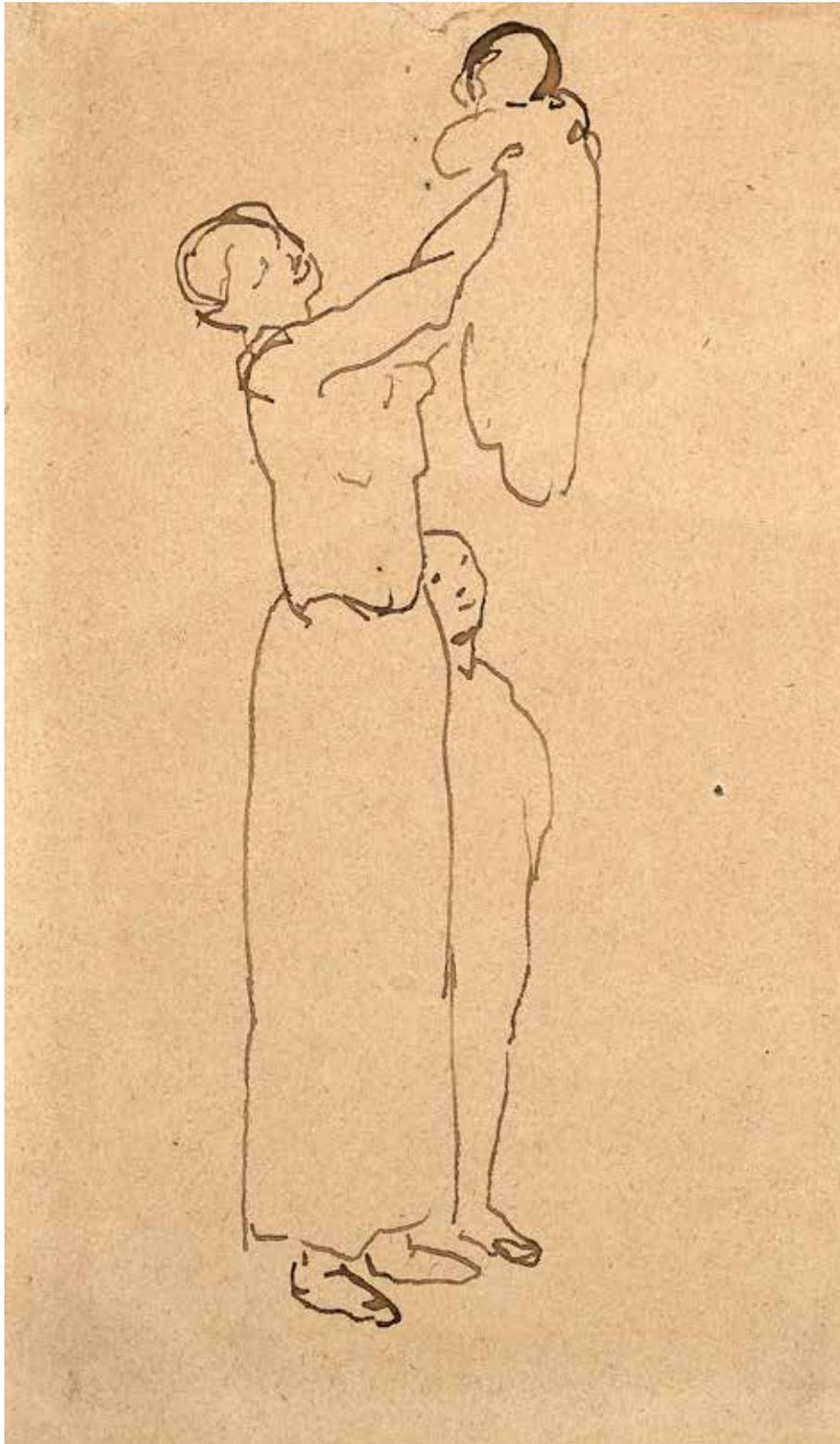
Private collection.

Galeria Mayoral, Barcelona.

Acquired from the above by the present owner.

Exhibited

Paris, Galerie Boulakia, *Pablo Picasso, voyage au bout du tracé*,
11 October - 17 December 2011.



PROPERTY OF A DISTINGUISHED PRIVATE COLLECTOR

29

EDGAR DEGAS (1834-1917)

Danseuse faisant la révérence

signed 'Degas', numbered '34 HER. D' and stamped with the foundry mark 'Cire Perdue A.A. Hébrard' (on the top of the base)

bronze with brown and gold patina

33.8cm (13 5/16 in). high

Conceived circa 1896 – 1911 and cast in a numbered edition of 22; this bronze version cast for the heirs of the artist circa 1919 - 1921.

£40,000 - 60,000

€52,000 - 78,000

US\$58,000 - 88,000

Provenance

Anon. sale, Jacques Dubourg, Paris, 1960.

Anon. sale, M. Knoedler & Co. Ltd., New York, 1966.

Allan Bluestein Collection, Washington D.C.

Anon. sale, Parke-Bernet Galleries, 3 April 1968, lot 2.

Anon. sale, Sotheby's, London, 1 December 1971, lot 53.

A. C. Johnson Collection.

O'Hana Gallery, London, no. 1441.

Jacques O'Hana, New York; his estate sale, Sotheby's Parke-Bernet, New York, 22 May 1975, lot 562.

Anon. sale, Sotheby's, London, 7 December 1977, lot 2.

Sylvia Shine Collection, London; her estate sale, Sotheby's, London, 2 July 1980, lot 182.

Acquired at the above sale by the present owner.

Literature

J. Rewald, *Degas: Works in Sculpture, a complete catalogue*, New York, 1944, no. LIII (another cast illustrated p. 117).

P. Borel, *Les sculptures inédites de Degas*, Geneva, 1949 (illustrated).

J. Rewald, *Degas Sculpture, the Complete Works*, Zurich, 1957, no LIII (another cast illustrated pl. 45, titled 'The bow').

Exh. cat., *The complete sculptures of Degas*, London, 1976, no. 31 (another cast illustrated p. 50, titled 'The bow').

J. Rewald, *Degas' Complete Sculpture: Catalogue Raisonné*, San Francisco, 1990, no. LIII (original wax model illustrated p. 144, another cast illustrated p. 145).

A. Pingeot, *Degas sculptures*, Paris, 1991, no. 31 (another cast illustrated p. 50, the original wax model illustrated p. 51).

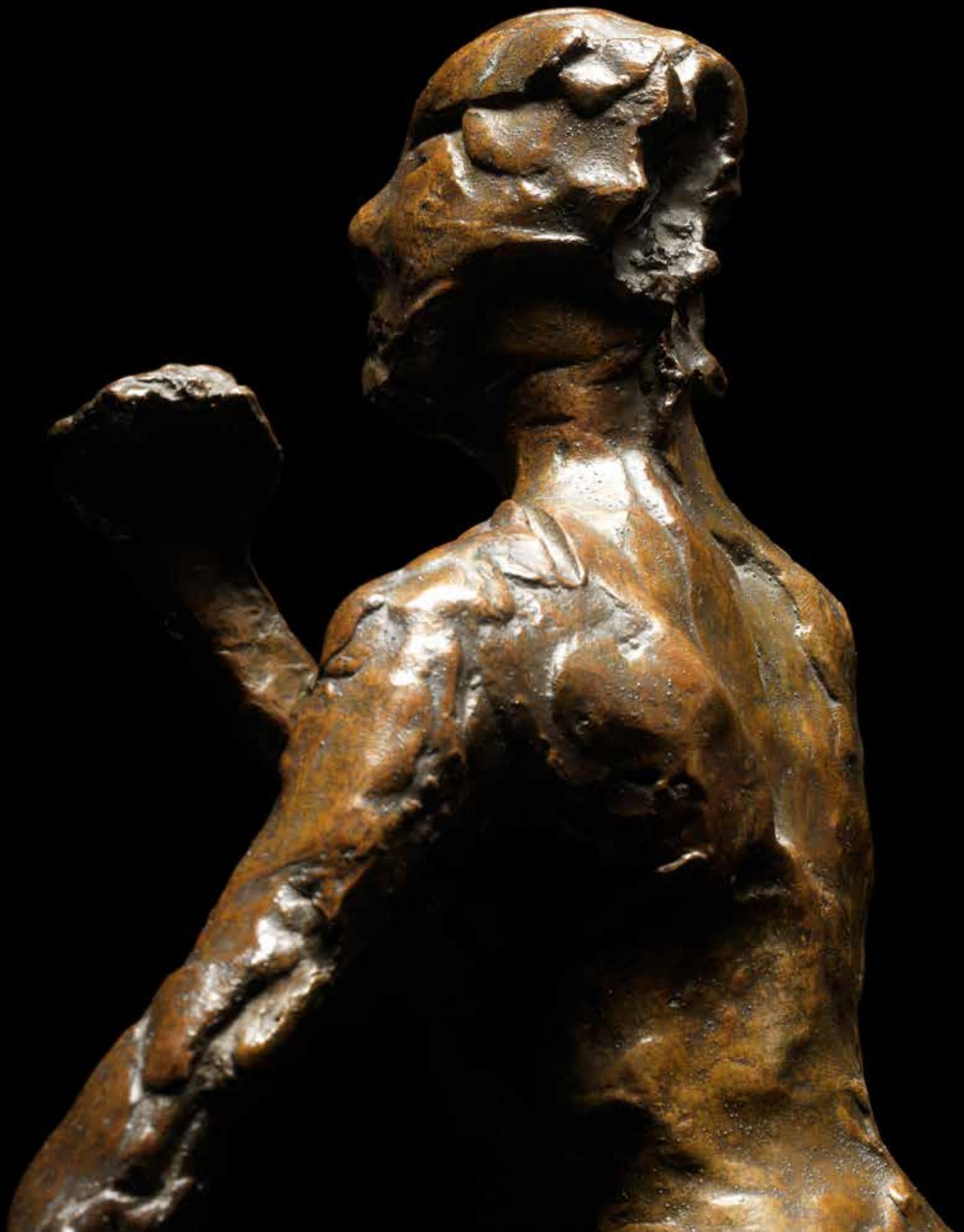
S. Campbell, 'Degas, the Sculptures, a Catalogue Raisonné', in *Apollo*, August 1995, no. 34 (another cast illustrated p. 27, titled 'The bow').

J. S. Czestochowski & A. Pingeot, *Degas, the Sculptures, a Catalogue Raisonné of the Bronzes*, Memphis, 2002, no. 34 (another cast illustrated pp. 188, 189, titled 'The bow').

S. Campbell (eds.), *Degas in the Norton Simon Museum*, Vol. II, New Haven & London, 2009, no. 73 (another cast illustrated pp. 378 - 381, titled 'The bow').



Edgar Degas (1834-1917), *Danseuse au bouquet*, 1890 - 1895, Chrysler Museum of Art, Norfolk, Virginia







30*

AUGUSTE RODIN (1840-1917)

La Jeunesse triomphante

signed 'A Rodin' (on the front of the base) and stamped with the foundry mark 'THIEBAUT FRES PARIS FUMIERE ET CIE SUCRS' (on the left side of the base)

bronze with green-brown patina

52.2cm (20 9/16 in). high

Conceived in 1894, this bronze version cast between 1906 and 1918

£120,000 - 180,000

€160,000 - 240,000

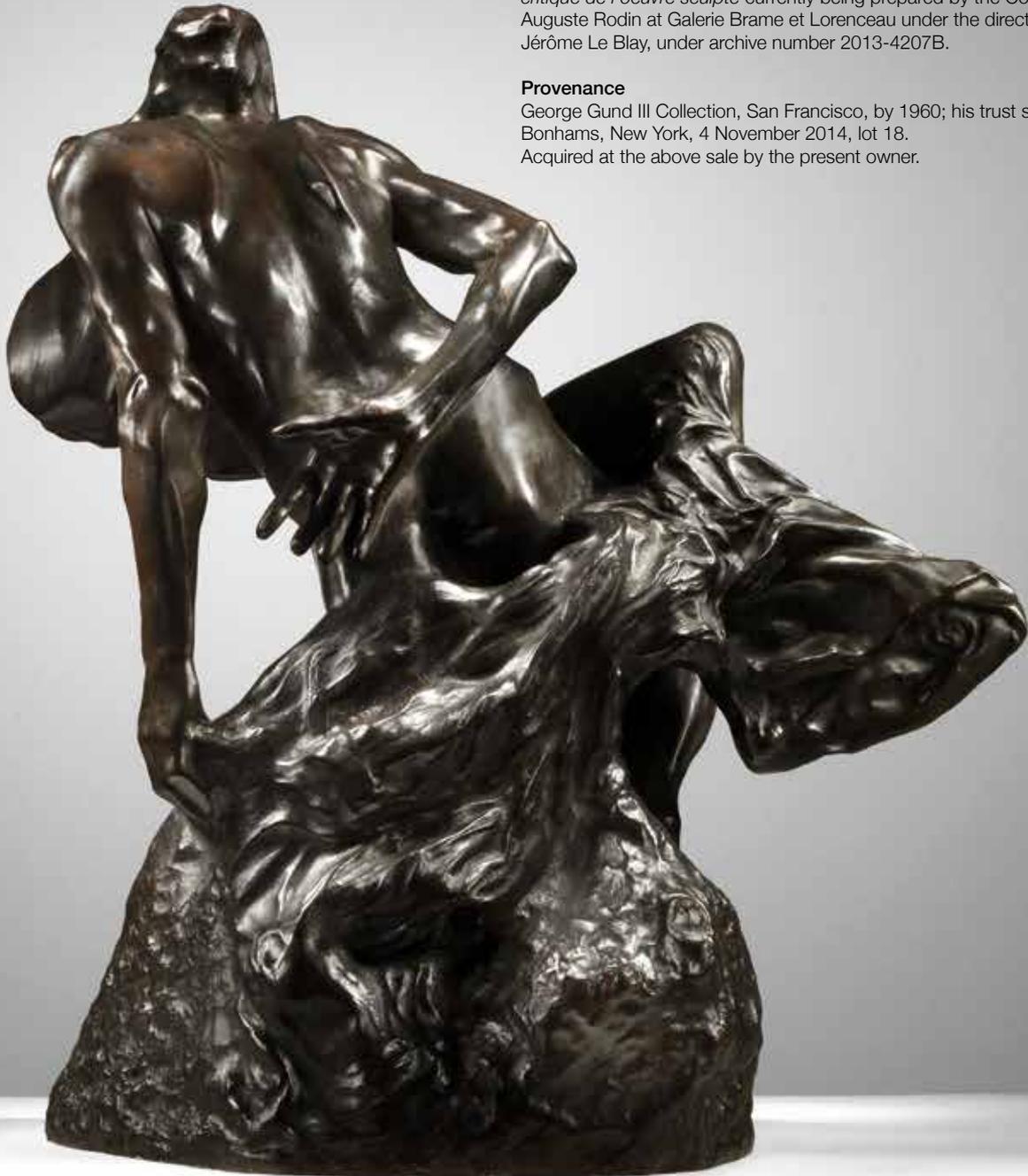
US\$180,000 - 260,000

This work will be included in the forthcoming Auguste Rodin *catalogue critique de l'oeuvre sculpté* currently being prepared by the Comité Auguste Rodin at Galerie Brame et Lorenceau under the direction of Jérôme Le Blay, under archive number 2013-4207B.

Provenance

George Gund III Collection, San Francisco, by 1960; his trust sale, Bonhams, New York, 4 November 2014, lot 18.

Acquired at the above sale by the present owner.



Literature

- A. Maillard, *Auguste Rodin, Statuaire: Etudes sur quelques artistes originaux*, Paris, 1899 (plaster version illustrated p. 141, titled 'La parque et la jeune fille').
- G. Grappe, *Catalogue du Musée Rodin*, Paris, 1944, no. 270.
- I. Jianou & C. Goldscheider, *Rodin*, Paris, 1967, p. 106.
- A.T. Spear, *Rodin Sculpture in the Cleveland Museum of Art*, Cleveland, 1967, pp. 74-77 & 100, 101 (another cast illustrated p. 74, pl. 91).
- J.L. Tancock, *The Sculpture of Auguste Rodin*, Philadelphia, 1976, no. 26 (another cast illustrated p. 227).
- J. de Caso & P.B. Sanders, *Rodin's Sculpture, A Critical Study of the Spreckels Collection*, San Francisco, 1977, no. 3 (another cast illustrated p. 54).
- A.E. Elsen, *In Rodin's Studio, A Photographic Record of Sculpture in the Making*, Oxford, 1980, no. 50 (plaster version illustrated).
- L. Ambrosini & M. Facos, *Rodin, The Cantor Gift to the Brooklyn Museum*, New York, 1987, no. 22 (another cast illustrated p. 89).
- A.E. Elsen, *Rodin's Art, The Rodin Collection of the Iris & B. Gerald Cantor Center for the Visual Arts at Stanford University*, New York, 2003, no. 52 (other casts illustrated p. 224).
- A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Paris, 2007, Vol. II, no. S. 2474 (another cast illustrated p. 472).



AUGUSTE RODIN

La Jeunesse triomphante

La Jeunesse triomphante is one of Rodin's most adventurous compositions, and perhaps the most effective of the assemblages he created following his career-defining *Portes de l'Enfer* commission. Throughout the 1890s Rodin continued to take inspiration from the multitude of figures he moulded for this enormous scheme, and broke new ground reconfiguring them on the path to a new significance. The present work, conceived in 1894, combines the outstretched figure of an adolescent woman from *La Fatigue* with one of his most striking and pathos-filled creations: the old woman from *Celle qui fut la belle Heaulmière*. The contradictory forms of these two figures – one plump of flesh, the other hunched and withered – create a shocking dynamic full of symbolism.

The embrace between youth and old age can be seen as the knowing passage of time, from one generation to the next, or may present a more challenging scene, as the critic Tyler Parker observed: 'The juxtaposition of the two figures, especially as conceived as originally apart, has a shocking quality – not moral but psychological. Terrible things may be involved; not only the kiss of the girl imprinted on the mouth of her malign and future fate, but the aggressiveness of the child implied by the title Youth Triumphant, as though she were drawing life from the old woman's mouth in a kind of death-and-resurrection; then again, as implied in the title The Old Courtesan, this headlong contact



Camille Claudel (1864-1943), *Clotho*, 1893, Musée Rodin, Paris



Auguste Rodin (1840-1917), *La Jeunesse triomphante*, 1894

may picture the corruption of virgins for one of the most ancient trades' (H.P. Tyler, 'Rodin and Freud: Masters of Ambivalence' in *Art News*, LIV, no. 1 (March 1955), p. 64, quoted in J. Tancock, *The Sculpture of Auguste Rodin*, Philadelphia, 1976, p. 225).

Rodin first presented this work in marble at the 1896 Paris Salon, under the title *La Vieillesse et adolescence*. To the back of the group Rodin added a pair of scissors, denoting the aged figure of the Helmet Maker's wife as one of the Fates from Greek mythology, who cuts the threads of life short. Perhaps here the figure of youth succeeds in overcoming Fate, through guile and beauty. Interestingly the theme of the Fates and old age had recently been tackled in spectacular fashion by Rodin's lover and protégée Camille Claudel. In 1893 she exhibited the monumental figure of *Clotho* at the Salon, a visceral depiction of another of the Fates. With her emaciated body and arthritic joints, *Clotho* is one of Claudel's most haunting creations and the work fascinated Rodin who was at this point still involved with the sculptor romantically. Indeed, in 1895 Rodin was involved in a bid to purchase the original marble version of *Clotho* for the Musée de Luxembourg, just a year after creating *La Jeunesse triomphante*.

The subject also bears a clear lineage from earlier works relating to the creative and romantic rapport with Claudel. The first being Rodin's *Eternel printemps*, from the early years of their romance where the two young lovers remain locked in a very similar 'X' formation to the current work, but this time they are joined in a passionate embrace full of lust and optimism symbolic of the beginning of their affair. The second work that we might view as being part of a 'series' is *L'Age mûr* by Claudel. Here the aging body of the man (Rodin) is torn between youth (Camille Claudel) and old age (Rose, his long-term partner). This question of mortality, frailty, and the struggle against time's passing was clearly a defining preoccupation between the lovers, and provided one of the most fruitful sources of inspiration around this time for both Rodin and Claudel.

The artist signed the rights to cast this subject over to Thiébaud Frères on the 24th of October 1898, who cast this work in this size alone (despite planning for four different sizes) and in an unknown edition size. Our only clue to the number of casts done is an example numbered '50é épreuve', which may give us some indication as to final the size of the edition.



REUTLINGER
PARIS

Auguste Rodin circa 1890s.

31

PIERRE-AUGUSTE RENOIR (1841-1919)

Paysage bord de mer

stamped with the artist's signature 'Renoir.' (lower left)

oil on canvas

19.4 x 28.2cm (7 5/8 x 11 1/8in).

Painted in 1912

£150,000 - 200,000

€200,000 - 260,000

US\$220,000 - 290,000

This work will be included in the critical catalogue of Pierre-Auguste Renoir currently being prepared by the Wildenstein Institute.

Provenance

Succession Renoir.

Galerie Fahnemann GmbH, Berlin, by 1994.

Private collection, Germany, by 1996.

Kunsthandel Hagemeier, Frankfurt am Main (acquired from the above in 2009).

Private collection, Germany (acquired from the above in 2009).

Acquired from the above by the present owner in 2011.

Literature

Bernheim-Jeune, *Renoir's Atelier*, San Francisco, 1989, no. 440

(illustrated pl. 141 as part of a pre-existing canvas, and titled

'Thurneyssen, trois paysages').

G.-P & M. Dauberville, *Renoir, catalogue raisonné des tableaux, pastels, dessins et aquarelles*, Vol. V, 1911 - 1919 & 1^{er} supplément, Paris, 2014, no. 3796 (illustrated p. 114).





Auguste Renoir *circa* 1910.

PIERRE-AUGUSTE RENOIR

Paysage bord de mer

Following his move to the South of France in the early 1900s, Renoir experienced a renewed passion for landscape painting inspired not only by the Italian masters he had seen on his Grand Tour in the 1880s but also by his rediscovery of French 18th century landscapists like Claude Lorrain and Watteau.

Indeed the present work, *Paysage bord de mer*, is typical of the bucolic scenes that occupied Renoir as he depicted his new surroundings near Cagnes-sur-Mer. Having moved to the Côte d'Azur on the recommendation of his doctor, Renoir instantly fell in love with the light and colours of the South: the rose pinks, russets, silvery greens and most importantly the rich blues of the sea and sky. The boldness of the bright hues found in *Paysage bord de mer* are also a testament to the affection Renoir had retained for one of the key tenets of Impressionism: painting *en plein air*. 'In the open air, one feels encouraged to put on the canvas tones that one couldn't imagine in the subdued light of the studio' (P.A. Renoir quoted in M. Lucy & J. House, *Renoir in the Barnes Foundation*, New Haven & London, 2012, p. 217).

Renoir often depicted the olive groves and gardens of his home in Cagnes, a group of tumble-down outhouses and his own purpose-built villa Les Collettes, observing the changes of light and colour in the nature that surrounded him. In the present work however, the artist shows us the broad sweep of the sea with the Cap d'Antibes rising up in the background. This view is undoubtedly that seen from the very height of the medieval hill-top of Cagnes, one of the most evocative vistas on the Côte d'Azur. Renoir remarked to the painter Albert André



Pierre-Auguste Renoir (1841-1919), *Femme cueillant des fleurs dans le jardin des Colettes à Cagnes*, 1912, Private collection

that the landscape around Cagnes reminded him of Watteau's pastoral scenes, and he admitted his admiration for the 18th century masters in his discussions with René Gimpel just a few years after painting the present work: 'A painter can't be great if he doesn't understand landscape. Landscape, in the past, has been a term of contempt, particularly in the eighteenth century; but still, that century that I adore did produce some landscapists. I'm one with the eighteenth century. With all modesty, I consider not only that my art descends from a Watteau, a Fragonard, a Hubert Robert, but also that I am one with them' (P.A. Renoir quoted in exh. cat., Hayward Gallery, London, 1985, p. 277). There is also undoubtedly a debt in Renoir's palette at this time to Raphael, whose work struck the artist while on his great Italian journey in 1881 - 1882, and there are elements of the idealised landscapes of the Renaissance masters in the hazy sweep of blue, green and pink found in the present work.

Like many of his fellow artists at the time, Renoir had grown dissatisfied with the ideological constraints of traditional Impressionism, and by 1900 he was actively seeking a new direction. This marriage of his early interest in artists such as Watteau, Delacroix and Fragonard (whose works he had studied at the Louvre as a young man) with the classical influences of Raphael and Piero della Francesca produced in Renoir's works a late blossoming. Despite his failing health he worked feverishly in the years leading up to his death, depicting scene after scene featuring the landscape around him. Works from this period such as *Paysage bord de mer* are a testament to Renoir's unflagging energy as an artist, and the joy that he clearly felt in this most-idyllic of surroundings.



Raffaello Sanzio (1483-1520), *Le tre grazie (The three graces)*, 1505, Musée Condé, Chantilly

PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

32

HENRI LEBASQUE (1865-1937)

Villa Dernière, Madame Lebasque et Marthe à la fontaine

signed and dated 'Lebasque 1907' (lower left)

oil on canvas

89.5 x 79.8cm (35 1/4 x 31 7/16in).

Painted in 1907

£180,000 - 250,000

€240,000 - 330,000

US\$260,000 - 370,000

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

Provenance

Anon. sale, Galerie Georges Petit, Paris, 28 November 1924, lot 39.

Anon. sale, A. Bellier, Paris, 24 June 1953, lot 86.

Anon. sale, Wetterwald-Rannou, Nice, 26 November 2000, lot 173.

Richard Green, London, no. AX181MS.

Private collection (acquired from the above in 2001).

Anon. sale, Sotheby's, New York, 6 May 2010, lot 352.

Acquired at the above sale by the present owner.

Exhibited

Le Cannet-Rocheville, Salon de l'Hôtel-de-Ville, *Henri Lebasque*, 10 - 30 March 1970, no. 8.

Vence, Château des Villeneuve, Fondation Emile-Hugues, *Henri Lebasque*, July – September 1981, no. 13 (titled 'La toilette de l'adolescente').

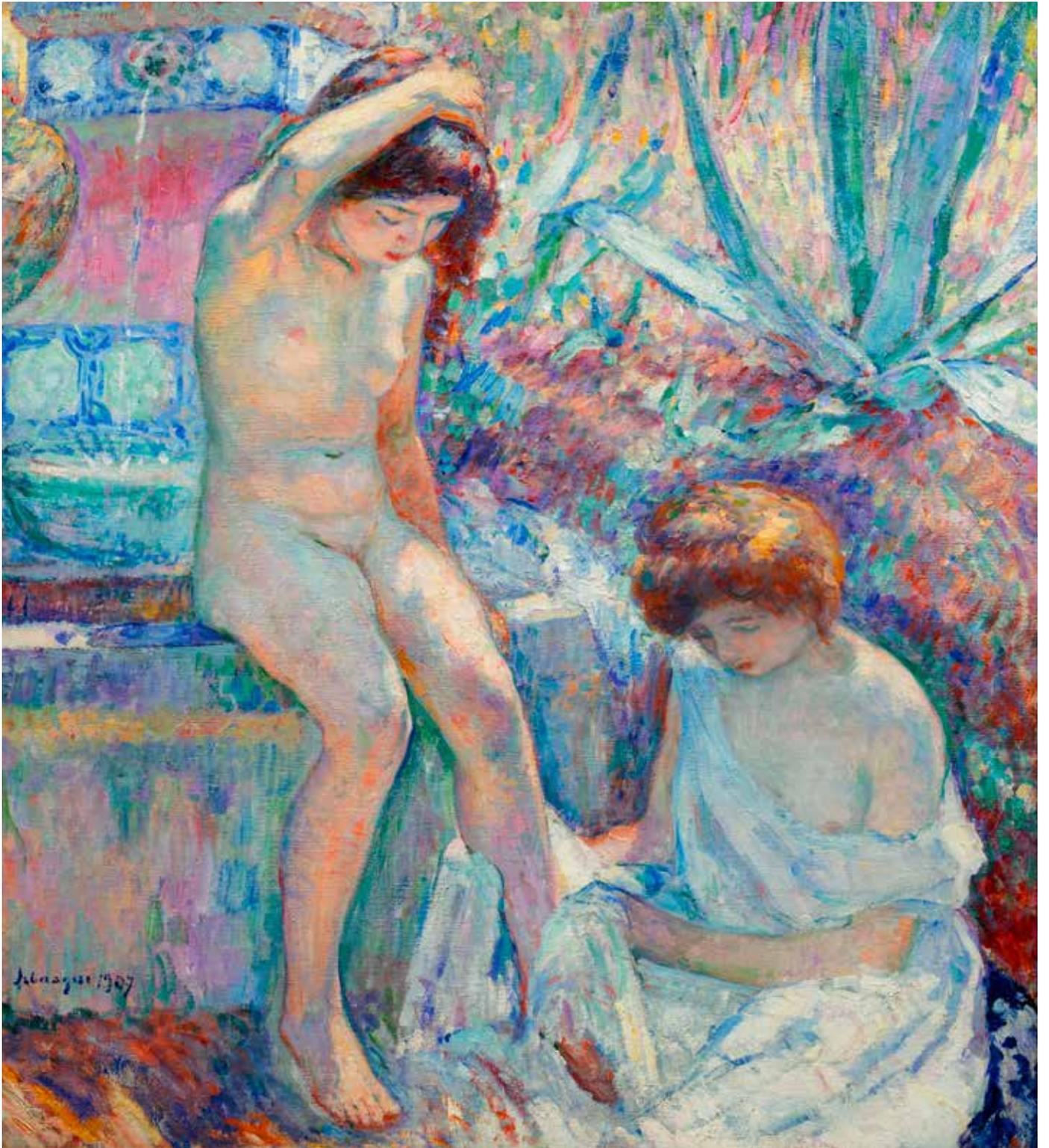
Literature

D. Bazetoux, *Henri Lebasque, catalogue raisonné*, Vol. I,

Neuilly-sur-Marne, 2008, no. 1175 (illustrated p. 290).

'[Lebasque] achieved an intimate manner of painting those scenes and people most dear to him...'

- L. Banner



HENRY LEBASQUE

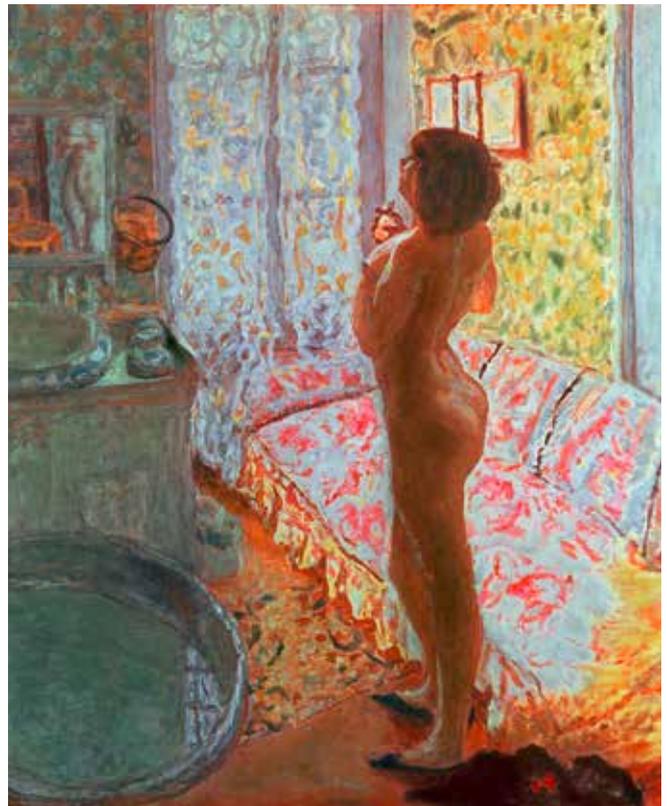
Villa Demièrre, Madame Lebasque et Marthe à la fontaine

In 1906 at the age of 40 Henri Lebasque travelled with his companions Henri Matisse and Henri Manguin to the South of France. The trip was made at the suggestion of Manguin and was prompted by the artist's desire for a better climate and new source of inspiration. The discovery of Provence was to have the most profound effect on Lebasque who became fascinated by the prevailing atmosphere and luminosity of the region, so much so that he was soon known under the epithet 'painter of joy and light'. Several of his contemporaries were already well acquainted with this region which became a favoured destination for artists such as Pierre-Auguste Renoir, Paul Signac and Pierre Bonnard. Staying in Manguin's villa *La Demièrre*, which dominated St. Tropez, Lebasque became mesmerised by the landscape before him and executed a series of coastal views surrounding l'Estèrel. From then on, Lebasque returned to this area on many occasions moving between the villages of St. Tropez, St. Maxime and Cannes before finally settling in Le Cannet with his family in 1924.

Painted in 1907, *Villa Demièrre, Marthe et Madame Lebasque à la fontaine*, perfectly embodies Lebasque's new found joy in the Mediterranean light. Here Lebasque depicts one of his favourite subjects - an idyllic moment of everyday family life. His wife and his elder daughter Marthe are portrayed on a large scale and at the very centre of the composition drawing the viewer into an intimate and tender moment. Their faces, turned at an angle, are largely obscured yet the depiction of Marthe's intense gaze skilfully leads us down to the kneeling figure, her mother gently drying her feet. As Lisa Banner explains, 'Lebasque achieves intimacy with his subjects by this technique, leaving them the anonymity of disguise by careful omission of facial distinction and coaxing greater expression from the limbs and body poses of his sitters' (L. Banner, *Lebasque 1865 - 1937*, San Francisco, 1986, p. 18). Within the painting the emphasis is on the accomplished recreation of a deeply maternal scene, in which a mother dutifully cares for her daughter and where the bond of maternal love is expressed without a word or an exchange of looks.



Henri-Charles Manguin, *Jeanne a la Fontaine, Villa Demièrre*, 1905, Private collection



Pierre Bonnard, *Nu à contre-jour or L' eau de Cologne*, 1908 - 1909, Musée d'Art Moderne, Brussels



Henri Lebasque circa 1900.

As seen in the present work, Lebasque presents his sitters in a natural state. Indeed, the genre of the nude established a particularly important place in Lebasque's oeuvre at this time. Although he did not portray many nudes at the beginning of his career, his discovery of the South of France naturally created an atmosphere appropriate to their execution. As of 1907 they gradually became the principal subject of the artist who executed nudes more confidently, often placing his figures at the forefront of the canvas allowing them to occupy most of the space. Lebasque also deliberately chose to paint the women he knew, presenting them in their most natural settings rather than painting unknown models in his atelier. In *Villa Dernière, Marthe et Madame Lebasque à la fontaine*, although Lebasque chooses to set the scene outdoors, he recreates an intimacy which echoes the interior domestic scenes often portrayed by his contemporaries such as Pierre Bonnard and Edouard Vuillard.

In describing a scene bathed in Mediterranean sunlight, Lebasque employs a palette of vibrant colours executed through a flurry of purples, greens, pinks and blues. Yet he counterbalances the heat and intensity of the view by placing his subjects next to a cooling fountain, simultaneously harmonising the riot of colour with the cool, virginal white of the dress and

cloth to evoke an exquisitely refreshing atmosphere. The application of short brushstrokes, in accordance with the Impressionist technique, also serves to capture the transient effects of nature, including the delicate play of light on his subjects' skin. Using the colours of the surrounding environment and in suggesting rather than defining the forms of his wife and daughter, Lebasque creates the impression that his loved ones are gently being enveloped by nature itself.

In *Villa Dernière, Marthe et Madame Lebasque à la fontaine*, the natural presentation of his wife and daughter aims to capture them *en plein air* simply and genuinely: 'Lebasque's primary concern, in the majority of his works were with simple expressions of sensuous surface. He wrestled with the problems of showing wind on water, or of the warmth seeping into a woman's skin under a sunny sky. It is evident in all of Lebasque's work as in the group of nude paintings completed at Le Cannel, that Lebasque developed the sureness to define the gains of his early experiments. He achieved an intimate manner of painting those scenes and people most dear to him, which was replete with his personal delight in form and colour, and heightened by his contact with fellow painters Matisse and Bonnard (L. Banner, *ibid.*, p. 20).

PROPERTY FROM THE HEIRS OF THE ARTIST

33

MAURICE DENIS (1870-1943)

Conversation sacrée (devant la mer, à contre-jour)

signed with the artist's monogram (lower right)

oil on canvas

92 x 65.5cm (36 1/4 x 25 13/16in).

Painted circa 1909

£40,000 - 60,000

€52,000 - 78,000

US\$58,000 - 88,000

The authenticity of this work has kindly been confirmed by Madame Claire Denis. This work will be included in the forthcoming Maurice Denis *catalogue raisonné* currently being prepared.

Provenance

The artist's studio.

Madeleine Follain Collection (by descent from the above), France.

Thence by descent to the present owner.

The present work was initially thought to have been painted in 1921 after Madeleine Denis (one of the artist's daughters) identified herself as one of the characters next to the taller saint-like figure. However the work is now acknowledged as having been executed circa 1909.

In 1908 Maurice Denis acquired a house at the beach of Perros-Guirec in Brittany where he painted several religious scenes before dramatic sunsets which he captured from his balcony overlooking the bay. *Conversation sacrée (devant la mer, à contre-jour)* is thought to belong to this series of works and is comparable to *Christ aux enfants* and *Magnificat* which were both painted in the same year from the same view point.



Maurice Denis (1870-1943), *Magnificat*, 1909, Private collection



34^{AR}

HENRI MANGUIN (1874-1949)

Giroflées dans un vase chinois

signed 'Manguin.' (lower right)

oil on canvas

46 x 38.3cm (18 1/8 x 15 1/16in).

Painted in 1903

£15,000 - 20,000

€20,000 - 26,000

US\$22,000 - 29,000

Provenance

The artist's studio.

Ambrose Vollard Collection, Paris (acquired directly from the above,
March 1906).

J. Rodrigues-Henriques, Paris, *circa* 1950.

Kahl Collection, Mulhouse.

Private collection, France.

Literature

L. & C. Manguin, *Henri Manguin, catalogue raisonné de l'oeuvre peint*,
Neuchâtel, 1980, no. 89 (illustrated p. 65, titled 'Pivoines dans un vase
chinois').





35^{AR}

LOUIS VALTAT (1869-1952)

Cerises et groseilles

signed with the artist's initials 'L.V.' (lower right)

oil on canvas

37.8 x 45.6cm (14 7/8 x 17 15/16in).

£35,000 - 45,000

€46,000 - 59,000

US\$51,000 - 66,000

The authenticity of this work has kindly been confirmed by the Comité Valtat. This work will be included in the forthcoming Louis Valtat *catalogue raisonné* currently being prepared.

Provenance

Private collection, France.



36^{AR}

JOAN MIRÓ (1893-1983)

Sans titre

signed, inscribed and dated 'Bonne FÊTES et meilleurs voeux pour
1969 vous embrassons, Pilar Miró.' (throughout)

ball-point pen and coloured wax crayons on paper

29.3 x 41.5cm (11 9/16 x 16 5/16in).

Executed in 1969

£6,000 - 8,000

€7,800 - 10,000

US\$8,800 - 12,000

The authenticity of this work has kindly been confirmed by ADOM.

Provenance

Private collection, France.



37

ALBERTO GIACOMETTI (1901-1966)

Médaille figurant un chasseur

bronze with brown patina

4.4cm (1 3/4in). diameter

Conceived circa 1935 - 1939

£10,000 - 15,000

€13,000 - 20,000

US\$15,000 - 22,000

The authenticity of this work has kindly been confirmed by the Fondation Alberto et Annette Giacometti, and is recorded in their archives under number AGD 3563.

Medallions and brooches such as the present work were made by the artist for the Italian fashion designer Elsa Schiaparelli from around 1936, with some examples forming part of her personal collection.

Provenance

Diego Giacometti Collection, Paris.

Private collection, Monaco (acquired directly from the above).

Private collection, France (acquired directly from the above).

Literature

Exh. cat., *Surreal Things: Surrealism and Design*, London, 2007 (gold version illustrated p. 333).

D. Venet, *Bijoux d'artistes: De Picasso à Jeff Koons*, Paris, 2011 (another cast illustrated, titled 'Sans titre').



38^{AR}

HENRI MATISSE (1869-1954)

Fleurs

coloured crayon on paper

signed, inscribed and dated 'à Max Pellequer Henri Matisse Nice 28/1
49' (upper centre left)

35.3 x 52.7cm (13 7/8 x 20 3/4in).

Executed in Nice on 28 January 1949

£10,000 - 15,000

€13,000 - 20,000

US\$15,000 - 22,000

This work has been executed across the frontispiece of the journal *Verve*, Vol VI, nos. 21, 22, published in Paris in 1948.

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

Provenance

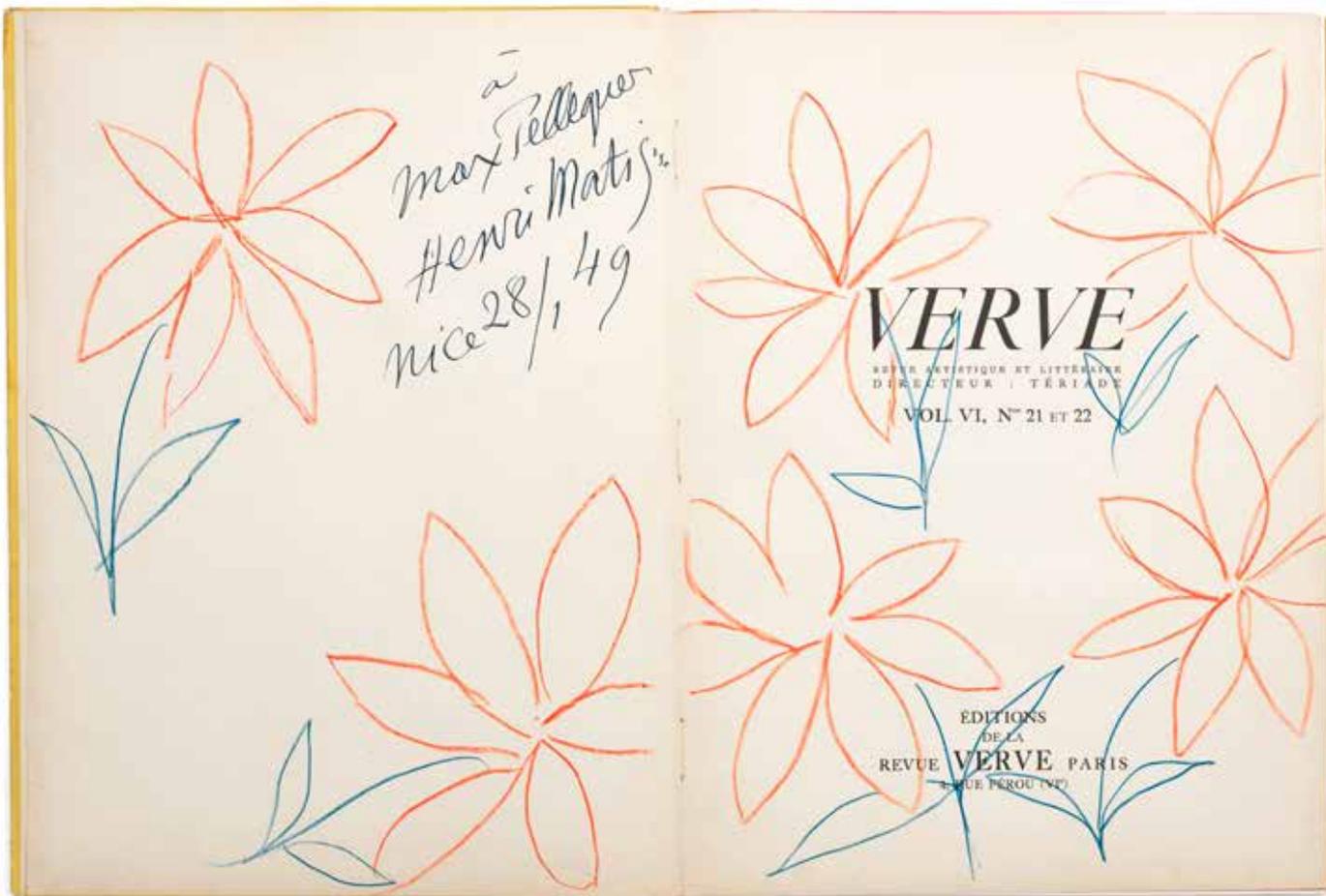
The artist's studio.

Max Pellequer Collection, Paris (a gift from the above, 1949).

Private collection, France.

Anon. sale, Kunsthaus Lempertz, Cologne, 25 May 2013, lot 823.

Acquired at the above sale by the present owner.



PROPERTY FROM A PRIVATE MILANESE COLLECTION (LOTS 39 - 43)

39^{AR}

ALBERTO MAGNELLI (1888-1971)

Forze contrastanti

signed and dated 'Magnelli 38' (lower right); signed, inscribed and dated 'MAGNELLI FORZE CONTRASTANTI 1938' (verso)

oil on canvas

33 x 41.2cm (13 x 16 1/4in).

Painted in 1938

£15,000 - 20,000

€20,000 - 26,000

US\$22,000 - 29,000

The authenticity of this work has kindly been confirmed by
Madame Anne Maisonnier.

Provenance

The artist's studio, Paris.

Galleria d'Arte Roberto Rotta, Genoa, no. 806 (acquired directly from
the above in 1969).

Private collection, Milan (acquired from the above on 12 April 1970).

Thence by descent to the present owner.



40^{AR}

ALBERTO MAGNELLI (1888-1971)

Composition

signed and dated 'Magnelli 48' (upper left); signed, inscribed and dated 'MAGNELLI PARIS 1948 composition' (verso)

oil on canvas

24 x 33cm (9 7/16 x 13in).

Painted in Paris in 1948

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 26,000

The authenticity of this work has kindly been confirmed by
Madame Anne Maisonnier.

Provenance

The artist's studio, Paris.

Galleria d'Arte Roberto Rotta, Genoa, no. 807 (acquired directly from
the above on 25 March 1970).

Private collection, Milan (acquired from the above on 12 April 1970).

Thence by descent to the present owner.



41^{AR}

CARLO CARRÀ (1881-1966)

Laguna

signed and dated 'C. Carrà 952' (lower right)

oil on canvas

40 x 49.8cm (15 3/4 x 19 5/8in).

Painted in 1952

£8,000 - 12,000

€10,000 - 16,000

US\$12,000 - 18,000

Provenance

The artist's studio.

Galleria d'Arte Roberto Rotta, Genoa (acquired directly from the above).

Private collection, Milan (acquired from the above, May 1961).

Thence by descent to the present owner.

Literature

M. Carrà, *Carrà: tutta l'opera pittorica*, Vol. III, 1951 - 1966, Milan, 1968, no. 5/52 (illustrated p. 73).



42^{AR}

GIORGIO DE CHIRICO (1888-1978)

Cavaliere nel paesaggio

signed 'g. de Chirico' (lower right)

oil on paper laid down on canvasboard

20 x 29.8cm (7 7/8 x 11 3/4in).

Painted in the late 1950s

£20,000 - 30,000

€26,000 - 39,000

US\$29,000 - 44,000

The authenticity of this work has kindly been confirmed by the Fondazione Giorgio e Isa de Chirico, and is recorded in their archives under number 009/03/16 OT.

Provenance

Galleria d'Arte Roberto Rotta, Genoa (possibly).

Private collection, Milan.

Thence by descent to the present owner.



43^{AR}

MASSIMO CAMPIGLI (1895-1971)

Figura

signed and dated 'CAMPIGLI 63' (lower right)

oil on canvas

59.7 x 73cm (23 1/2 x 28 3/4in).

Painted in 1963

£20,000 - 30,000

€26,000 - 39,000

US\$29,000 - 44,000

The authenticity of this work has kindly been confirmed by
Monsieur Nicola Campigli.

Provenance

Galleria d'Arte Roberto Rotta, Genoa (possibly).

Galleria Bergamini, Milan, no. 10/3614/64.

Private collection, Milan.

Thence by descent to the present owner.



TWO WORKS BY VICTOR BRAUNER FROM THE ROBERTI-GEMMA COLLECTION, ROME (LOTS 44 - 45)

44^{AR}

VICTOR BRAUNER (1903-1966)

Portrait Mytholirique de Natalia Roberti

signed, inscribed and dated 'PORTRAIT MYTHOLIRIQUE DE NATALIA ROBERTI FAIT PAR MOI VICTOR BRAUNER 7.III.1961 POUR.Y.EXPRIMER.TOUTE.MA.RECONNAISSANCE SA RENCONTRE BENEFIQUE ET POETIQUE' (lower edge)

oil, black ink and pencil, and wax on canvas

50.4 x 40.5cm (19 13/16 x 15 15/16in).

Painted on 7 March 1961

£50,000 - 70,000

€65,000 - 91,000

US\$73,000 - 100,000

The authenticity of this work has kindly been confirmed by Monsieur Samy Kinge.

Provenance

The artist's studio.

Natalia Roberti Collection, Rome (a gift from the above in 1961).

Thence by descent to the present owners.



Natalia Roberti in 1974.

Portrait Mytholirique de Natalia Roberti was painted by Victor Brauner in March 1961, and is part of a series of works inspired by his relationship with Roberti, an Italian actress. The metaphorical portrait is typical of Brauner's very fruitful period in Rome at the time, and includes some very personal elements and motifs such as the bull-horns representing Roberti's zodiac sign and the sensuality of the red lips that the artist associated with his then-muse.

Following her affair with Brauner, Roberti went on to marry Giuliano Gemma, one of Italy's most successful actors and the star of movies such as Visconti's *Il Gattopardo*. *Portrait Mytholirique de Natalia Roberti* and the sheet of studies *Têtes* (lots 44 and 45) come from the Roberti-Gemma Collection, where they have hung since the artist gave them to Roberti as a gift in 1961.



PORTRAIT MYTHÉLIRIQUE DE NATALIA ROBERTI FAIT PAR MOI VICTOR BRAUNER 7.III.1967
POUR Y EXPRIMER TOUTE MA RECONNAISSANCE SA RENCONTRE BÉNÉFIQUE ET POÉTIQUE.

45^{AR}

VICTOR BRAUNER (1903-1966)

Têtes

signed indistinctly with the artist's initials 'VB', inscribed and dated
'FAIT A ROME LE 16.III.1961' (lower left)

ink on paper

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

Executed in Rome on 16 March 1961

£7,000 - 10,000

€9,100 - 13,000

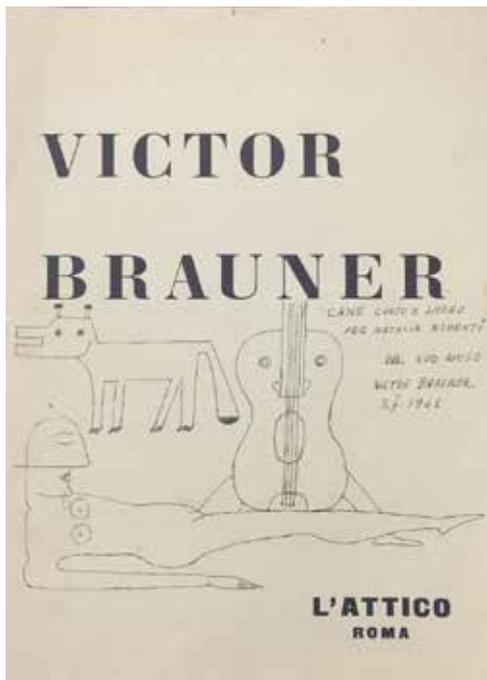
US\$10,000 - 15,000

Provenance

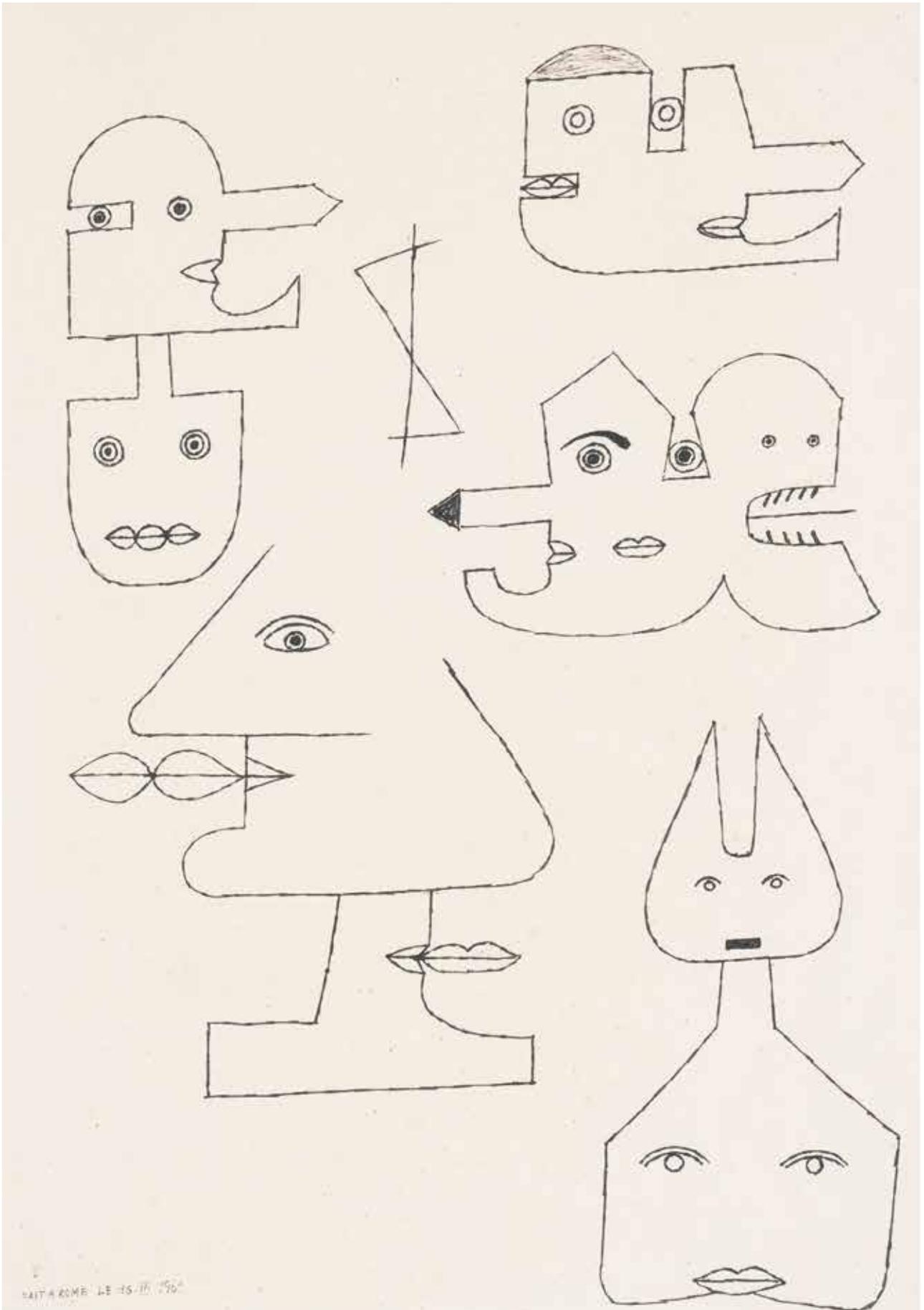
The artist's studio.

Natalia Roberti Collection, Rome (a gift from the above in 1961).

Thence by descent to the present owners.



An exhibition catalogue for Brauner's show at Galleria l'Attico in Rome, 1961, with a dedication by the artist to Natalia Roberti.



PROPERTY OF A DISTINGUISHED PRIVATE COLLECTOR

46^{AR}

MARINO MARINI (1901-1980)

Cavallo e cavaliere

signed 'MARINO' (lower right)

gouache, brush and India ink, and wash on paper laid on board

33.1 x 41.1cm (13 1/16 x 16 3/16in).

Executed in 1949

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 26,000

The authenticity of this work has kindly been confirmed by the
Fondazione Marino Marini.

Provenance

Aldrich Collection, US, by 1959.

Cadby-Birch Gallery, New York.

Private collection, UK.

Exhibited

Virginia, The Virginia Museum, *The Aldrich Collection*, 16 January -
1 March 1959, no. 31.





(a)



(b)

47*

LOUIS MARCOUSSIS (1878-1941)

Des éternels regards l'onde si lasse (a); *Rue Caulaincourt* (b)
signed and dated 'marcoussis 30' (lower right, a); signed and dated
'marcoussis 1931' (lower left, b)

pencil on paper

20.4 x 25.8cm (8¼ x 10 1/8 in). (a);

19.2 x 23.6cm (7½ x 9¼ in). (b)

Executed in 1930 and in 1931

£5,000 - 7,000

€6,500 - 9,100

US\$7,300 - 10,000

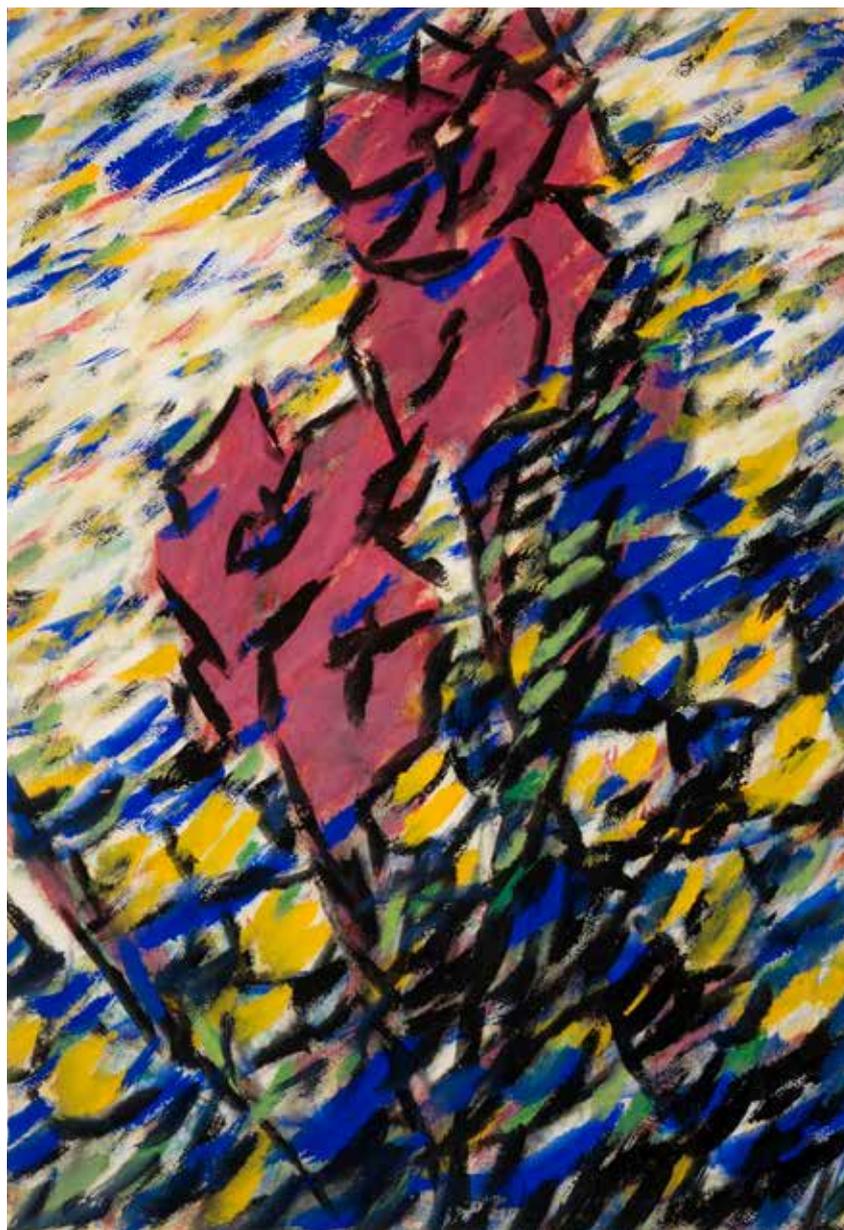
Provenance

Anon. sale, Kornfeld & Klipstein, Berne, July 1977, lot 551.
Anon. sale, Galerie Kornfeld, Berne, June 1990, lot 729.
Alfred Hoh Collection, Germany; his sale, Christie's, London,
25 June 2008, lot 361.
Acquired at the above sale by the present owner.

Exhibited

Altenburg, Staatliches Lindenau-Museum, *Internationale Sprachen
der Kunst: Gemälde, Zeichnungen und Skulpturen der Klassischen
Moderne aus der Sammlung Hoh*, 2 August - 11 October 1998,
nos. 59, 60 (later travelled to Osnabruck, Dortmund and Nuremberg).

The authenticity of these works has kindly been confirmed by
Madame Solange Milet.



PROPERTY FROM THE FREDERIC J. BRAND COLLECTION

48

CHRISTIAN ROHLFS (1849-1938)

Rote Blumen

stamped with the Christian Rohlfs *Nachlass* stamp (verso)

gouache on paper

56.7 x 39.2cm (22 5/16 x 15 7/16in).

Executed circa 1931

£5,000 - 7,000

€6,500 - 9,100

US\$7,300 - 10,000

The authenticity of this work has kindly been confirmed by The Christian Rohlfs Archiv, and is recorded in their archives under number CRA 130/16.

Provenance

The artist's studio.

Thence by descent.

Frederic J. Brand Collection, Dortmund (probably acquired directly from the above by the 1950s).

Thence by descent to the present owners.

PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

49

GEORGE GROSZ (1893-1959)

Stehender Rückenakt

signed 'GROSZ' (lower right); bears the *Nachlass* number 1-A18-1 (on the stretcher)

oil on paper

59.2 x 39.5cm (23 5/16 x 15 9/16in).

The authenticity of this work has kindly been confirmed by Dr. Ralph Jentsch. This work will be included in the forthcoming George Grosz *Oeuvre-Katalog der Arbeiten auf Papier* currently being prepared.

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 26,000

Provenance

Private collection, US.

Private collection, UK.





50^{AR}

LEONARD TSUGUHARU FOUJITA (1886-1968)

Visage de jeune femme

signed, dated, inscribed 'Foujita 13-5-1951 Pour Casa' (lower right)
and inscribed again in Japanese (lower right)

pencil on paper

20.3 x 14.7cm (8 x 5 13/16in).

Executed on 13 May 1951

£3,000 - 5,000

€3,900 - 6,500

US\$4,400 - 7,300

The authenticity of this work has kindly been confirmed by
Madame Sylvie Buisson.

Provenance

Succession Kimiyo Foujita; her sale, Cornette de Saint Cyr, Paris,
9 December 2013, lot 380.

Acquired at the above sale by the present owner.



51^{AR}

PAUL DELVAUX (1897-1994)

Etudes de personnages

signed 'P. DELVAUX' (lower right)

pen, brush and ink on paper

32.9 x 22.5cm (12 15/16 x 8 7/8in).

£5,000 - 7,000

€6,500 - 9,100

US\$7,300 - 10,000

Provenance

Ewan Phillips Gallery, London.

Private collection, UK.

PROPERTY OF A PRIVATE EUROPEAN COLLECTOR

52^{AR}

RENE MAGRITTE (1898-1967)

Etude pour Le mois des vendanges

inscribed with the artist's notes throughout

pencil on laid paper

21.1 x 27.3cm (8 5/16 x 10 3/4in).

Executed circa 1959

£5,000 - 7,000

€6,500 - 9,100

US\$7,300 - 10,000

The authenticity of this work has kindly been confirmed by the Comité Magritte.

Provenance

The artist's estate; their sale, Sotheby's, London, 2 July 1987, lot 884.

Private collection, UK (acquired at the above sale).

Literature

J. Meuris, *René Magritte*, London, 1988, no. 222.



René Magritte, *Le mois des vendanges*, 1959, Private collection

Coeur van 130/47 = I II - 50 Fijne -

Parabole -

Retou
Mer et rivier (Salon de la)
Lune peccatores
Ressorts malin
Tuy glus andre.
La science

60/30

1. L'air d'été
2. Air - qu'il d'été
3. L'état de ville
4. L'air d'été - (air d'été)

12 Fijne

12 Fijne



130/47





PROPERTY FROM A PRIVATE ROMAN COLLECTION

53^{AR}

FRANCIS PICABIA (1878-1953)

Saluto romano

signed 'Francis Picabia' (lower right)

watercolour and pencil on paper

30.5 x 22.8cm (12 x 9in).

Executed in 1913

£8,000 - 12,000

€10,000 - 16,000

US\$12,000 - 18,000

The authenticity of this work has kindly been confirmed by the Comité Picabia.

Provenance

Private collection, Rome, circa 1960.



54^{AR}

SALVADOR DALÍ (1904-1989)

Les Dîners de Gala

signed 'Dalí' (lower centre)

India ink, red ink and gouache on photographic paper laid down on card

51 x 34cm (20 1/16 x 13 3/8in).

Executed in 1971

£30,000 - 50,000

€39,000 - 65,000

US\$44,000 - 73,000

This work is the original illustration for the book, *Les Dîners de Gala*, published in 1971.

The authenticity of this work has kindly been confirmed by Monsieur Nicolas Descharnes. This work is accompanied by a certificate of authenticity from Monsieur Robert Descharnes, and is recorded in his archives under number D-3382.

Provenance

Private collection, Spain.

PROPERTY OF A PRIVATE EUROPEAN COLLECTOR

55^{AR}

FELIX LABISSE (1905-1982)

Comédiens antiques

signed 'LABISSE' (lower right); signed, inscribed and dated

'COMEDIENS ANTIQUES, 'LABISSE, 1937' (verso)

oil on canvas

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

Painted in 1937

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 26,000

Provenance

The artist's studio.

Galerie Isy Brachot, Brussels, by 1969.

Anon. sale, Pierre Bergé & Associés, Paris, 19 June 2007, lot 10.

Anon. sale, Sotheby's, Paris, 13 December 2007, lot 40.

Acquired at the above sale by the present owner.

Exhibited

Brussels, Palais des Beaux Arts, *Félix Labisse*, 8 - 19 January 1938.

Brussels, Galerie Isy Brachot, *Art sans frontières IV*, 20 December -

11 January 1969, no. 63.

Rotterdam, Museum Boijmans-Van Beuningen, *Félix Labisse*,

27 January - 11 March 1973, no. 6.

Paris, Galerie des Grands Augustins, 1975.

Ostend, Kursaal Oostende, *Retrospective 50 years of painting*, 1979.

Literature

P. Waldberg, *Félix Labisse*, Brussels, 1971 (illustrated p. 148).

I. Brachot, *Labisse, catalogue de l'oeuvre peint, 1927 - 1979*,

Brussels, 1979, no. 102 (illustrated p. 62).





56^{AR}

BERNARD BUFFET (1928-1999)

Tête de torero

signed and dated 'Bernard Buffet 61' (lower right)

oil on paper laid down on canvas

152 x 113cm (59 13/16 x 44 1/2in).

Painted in 1961

£150,000 - 200,000

€200,000 - 260,000

US\$220,000 - 290,000

This work is recorded in the Bernard Buffet archives at the
Galerie Maurice Garnier.

Provenance

Private collection, Belgium.

Bernard Buffet in his studio painting *Tête de torero*, 1961.



57^{AR}

BERNARD BUFFET (1928-1999)

Ombelles vase rouge et blanc fond bleu

signed and dated 'Bernard Buffet 65' (lower right)

oil, gouache, wax crayon and India ink on paper

65 x 50cm (25 9/16 x 19 11/16in).

Painted in 1965

£35,000 - 45,000

€46,000 - 59,000

US\$51,000 - 66,000

This work is recorded in the Bernard Buffet archives at the
Galerie Maurice Garnier.

Provenance

Private collection, Paris.



58^{AR}

LEONARD TSUGUHARU FOUJITA (1886-1968)

Portrait de jeune femme

signed 'Foujita' and inscribed in Japanese (lower left centre)

pencil and *estompe* on paper

28.1 x 26.1cm (11 1/16 x 10 1/4in).

£5,000 - 7,000

€6,500 - 9,100

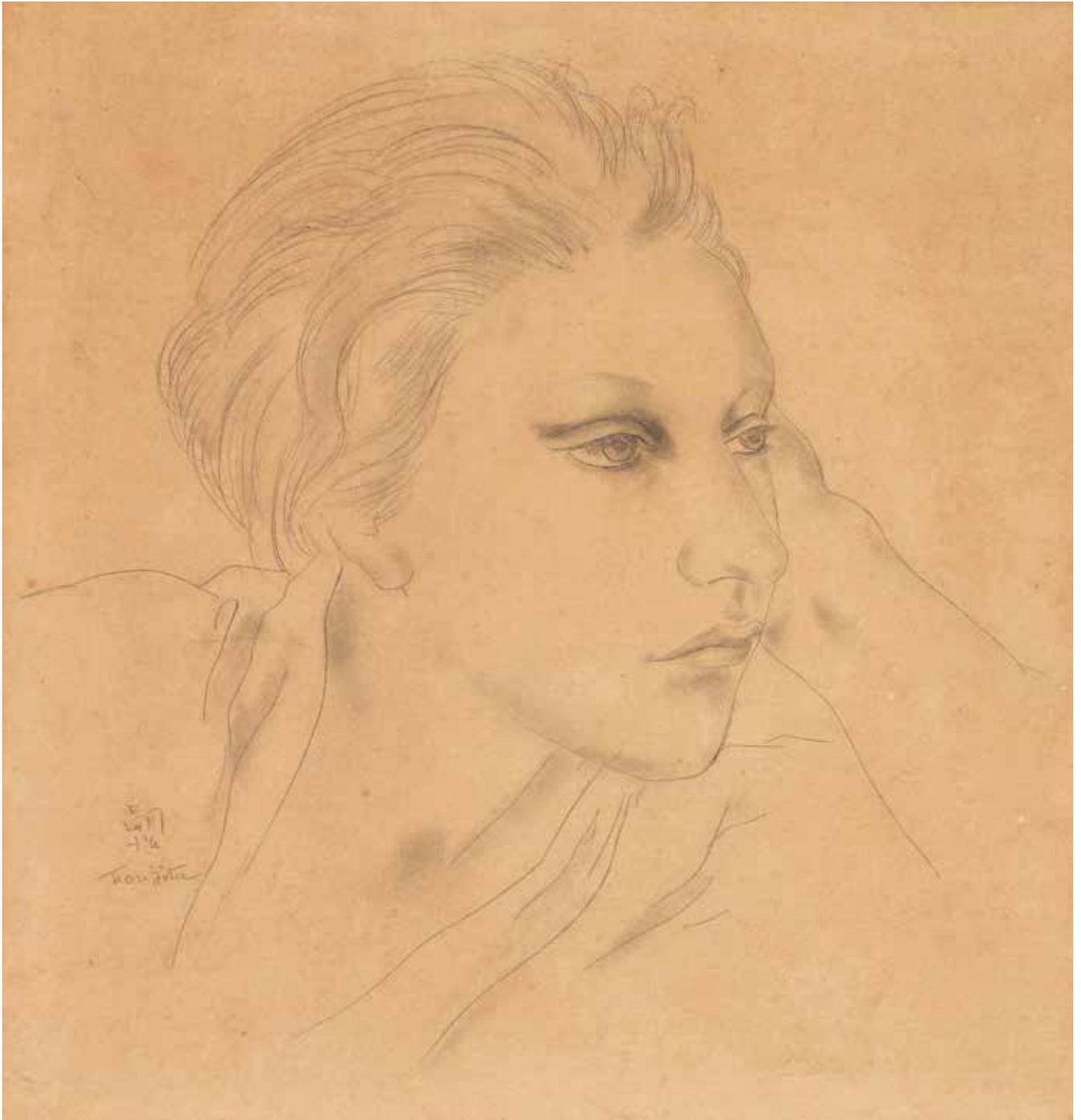
US\$7,300 - 10,000

The authenticity of this work has kindly been confirmed by
Madame Sylvie Buisson.

Provenance

Private collection, Spain.

Acquired from the above by the present owner.





59^{AR}

VICTOR BRAUNER (1903-1966)

Tête de femme

signed and dated 'VBL. 15.3.942' (lower right)

pencil on buff paper

20 x 13.5cm (7 7/8 x 5 5/16in).

Executed on 15 March 1942

£3,000 - 5,000

€3,900 - 6,500

US\$4,400 - 7,300

The authenticity of this work has kindly been confirmed by
Monsieur Samy Kinge.

Provenance

Michel Herz Collection.

Samy Kinge Collection, Paris (acquired from the above).

Private collection, France.



60^{AR}

HANS BELLMER (1902-1975)

Femme au squelette

signed 'Bellmer' (lower right)

ball-point pen and pencil on squared paper

21 x 16.5cm (8 1/4 x 6 1/2in).

Executed circa 1958 - 1959

£3,000 - 5,000

€3,900 - 6,500

US\$4,400 - 7,300

Provenance

Anon. sale, Hauswedell & Nolte, Hamburg, 23 May 1997, lot 85.

Anon. sale, Karl & Faber, Munich, 10 December 2011, lot 821.

Acquired at the above sale by the present owner.

PROPERTY FROM A PRIVATE ATHENS COLLECTION

61^{AR}

BERNARD BUFFET (1928-1999)

Brunoy en hiver

signed 'Bernard Buffet' (upper left) and dated '1976' (upper right);

inscribed 'Brunoy Hiver (Set 0)' (verso)

oil on canvas

130.2 x 89.7cm (51 1/4 x 35 5/16in).

Painted in Brunoy in 1976

£70,000 - 90,000

€91,000 - 120,000

US\$100,000 - 130,000

This work is recorded in the Bernard Buffet archive at the
Galerie Maurice Garnier.

Provenance

The artist's studio.

Galerie Maurice Garnier, Paris (acquired directly from the above
in 1976).

Private collection, Athens (acquired from the above in March 1976).



62^{AR}

JEAN-PIERRE CASSIGNEUL (BORN 1935)

Trois femmes sur la plage

signed 'CASSIGNEUL' (lower left)

oil on canvas

85.9 x 63cm (33 13/16 x 24 13/16in).

Painted in 1967

£30,000 - 50,000

€39,000 - 65,000

US\$44,000 - 73,000

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

Provenance

Private collection, Japan.

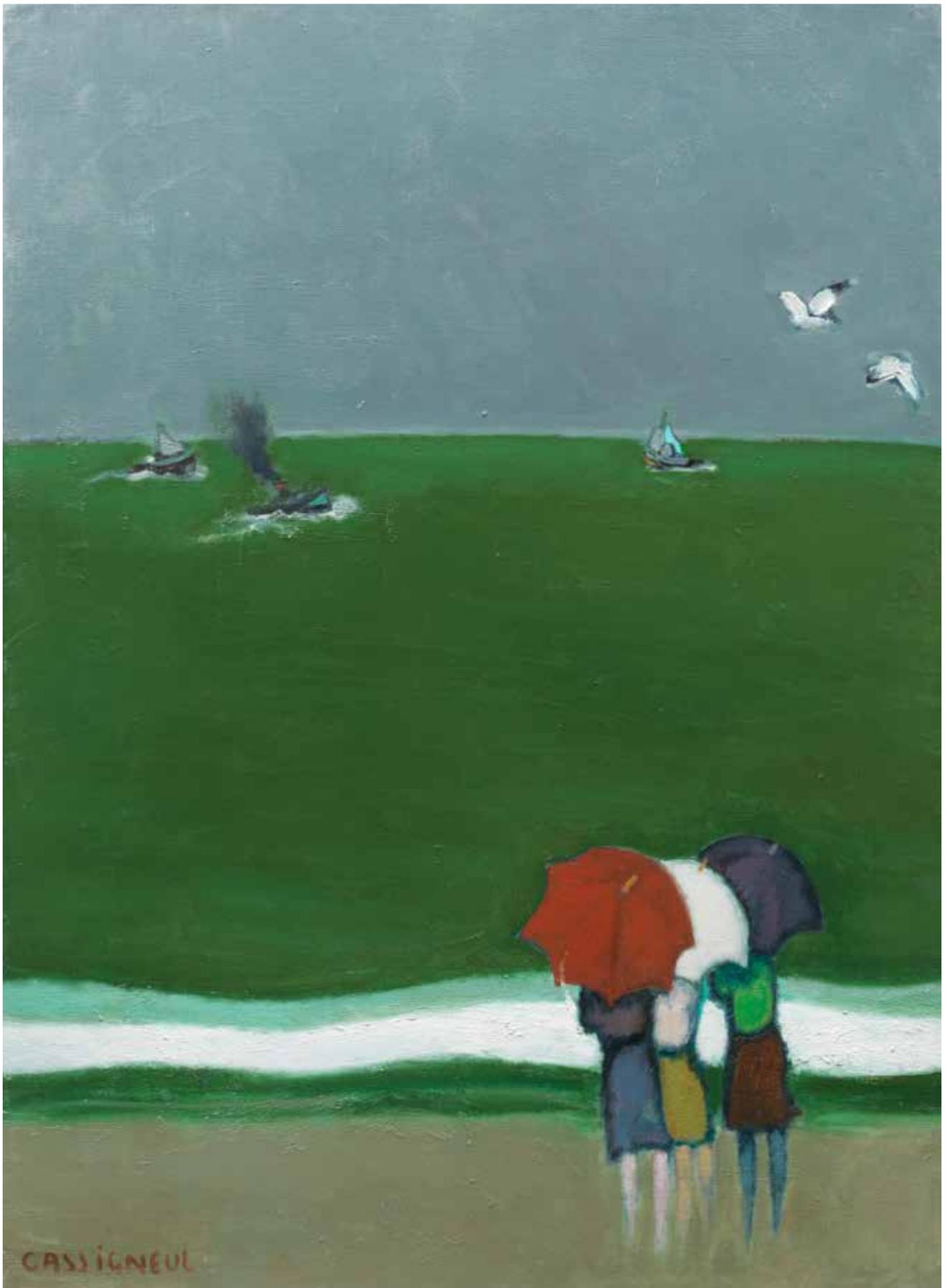
Anon. sale, Sotheby's, New York, 7 October 2008, lot 242.

Anon. sale, Sotheby's, New York, 6 October 2009, lot 137.

Acquired at the above sale by the present owner.

Exhibited

Amsterdam, V.O.F. Kunsthandel Peter Pappot, *Jean-Pierre Cassigneul*,
20 December 2015 - 17 January 2016.





63^{AR}

LEONARD TSUGUHARU FOUJITA (1886-1968)

Jeune fille pensive

signed with the artist's initials and dated '2-1-61 L. F.' (lower right)

pencil and *estompe* on tracing paper

25 x 16.4cm (9 13/16 x 6 7/16in).

Executed on 2 January 1961

£3,000 - 5,000

€3,900 - 6,500

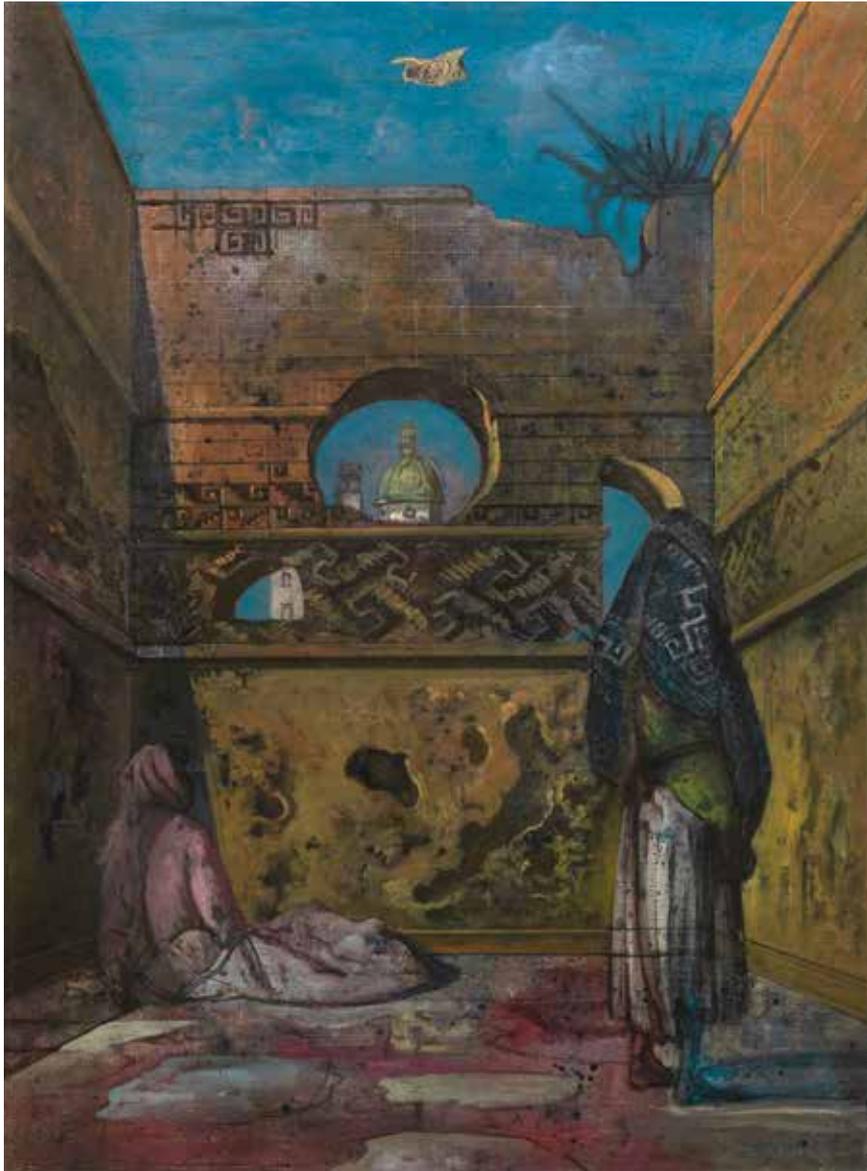
US\$4,400 - 7,300

The authenticity of this work has kindly been confirmed by Madame Sylvie Buisson.

Provenance

Succession Kimiyo Foujita; her sale, Cornette de Saint Cyr, Paris, 9 December 2013, lot 441.

Acquired at the above sale by the present owner.



64

EUGENE BERMAN (1899-1972)

The ruins of Mitla

signed with the artist's monogram and dated '1948' (upper centre);
signed with the artist's monogram, inscribed and dated 'Hollywood.

Nov. 1947 "The Ruins of Mitla" (verso)

oil and ink on canvas

80.3 x 59.9cm (31 5/8 x 23 9/16in).

Painted in Hollywood circa 1947 - 1948

£6,000 - 8,000

€7,800 - 10,000

US\$8,800 - 12,000

Provenance

Private collection, France.

65^{AR}

LEONOR FINI (1907-1996)

Portrait féminin #25

signed 'Leonor Fini' (lower right)

oil on canvas

61 x 50.3cm (24 x 19 13/16in).

Painted *circa* 1946 - 1955

£15,000 - 20,000

€20,000 - 26,000

US\$22,000 - 29,000

The authenticity of this work has kindly been confirmed by Richard Overstreet and Neil Zuckerman. This work will be included in the forthcoming Leonor Fini *catalogue raisonné* currently being prepared.

Provenance

Private collection, Vienna.

Thence by descent to the present owner.



Leonor Fini in 1946.



66^{AR}

ALBERT ANDRÉ (1869-1954)

La chasse et la pêche

signed 'Albert André' (lower left)

oil on canvas

49.3 x 134.5cm (19 7/16 x 52 15/16in).

Painted in 1934

£10,000 - 15,000

€13,000 - 20,000

US\$15,000 - 22,000

This work will be included in the forthcoming critical catalogue of the work of Albert André currently being prepared by Béatrice Roche, Alain Girard and Flavie Durand-Ruel.

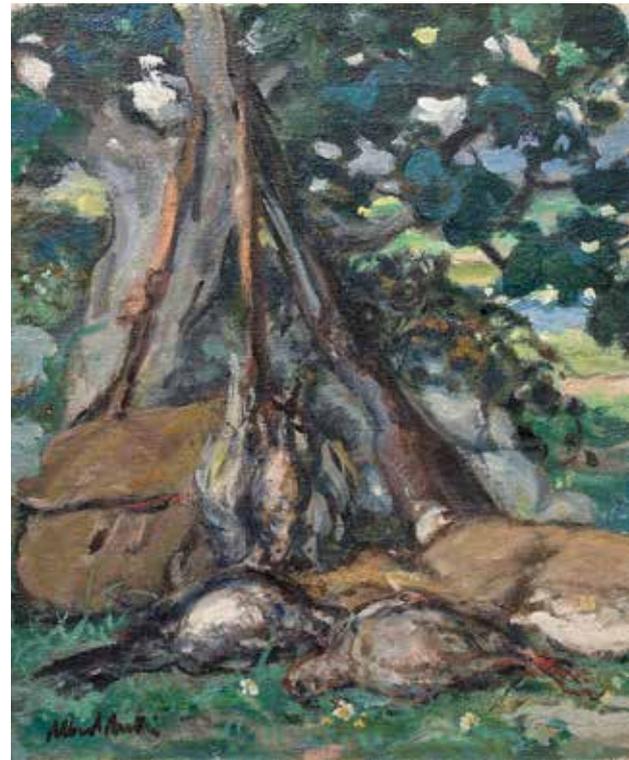
Provenance

M. Garny collection, Paris, by 1949.

Private collection, France.

Exhibited

Paris, Galerie Durand-Ruel, *Albert André*, 20 May – 8 June 1949, no. 14.







67^{AR}

ANDRE LHOTE (1885-1962)

Nu au miroir

signed 'A LHOTE.' (upper right)

oil on canvas

33 x 46.4cm (13 x 18 1/4in).

Painted in 1929

£15,000 - 20,000

€20,000 - 26,000

US\$22,000 - 29,000

The authenticity of this work has kindly been confirmed by
Madame Dominique Bermann-Martin.

Provenance

Private collection, Paris.

Anon. sale, Cornette de Saint Cyr, Paris, 2 July 2015, lot 35.

Private collection, Rome (acquired at the above sale).



68^{AR}

ANDRÉ DERAIN (1880-1954)

Portrait de femme

signed 'a derain' (lower right)

oil on canvas

33.3 x 25.3cm (13 1/8 x 9 15/16in).

Painted circa 1934 - 1939

£7,000 - 10,000

€9,100 - 13,000

US\$10,000 - 15,000

Provenance

Galerie Bernheim-Jeune, Paris.

Paul Kantor, Beverly Hills.

Theo Waddington & Co. Ltd., London.

Private collection, London.

Literature

M. Kellermann, *André Derain, catalogue raisonné de l'oeuvre peint*, Vol. III, 1935 - 1954, Paris, 1999, no. 1791 (illustrated p. 109).



69*

**PIERRE-AUGUSTE RENOIR (1841-1919)
& RICHARD GUINO (1890-1973)**

Le petit forgeron

signed 'Renoir', numbered 1/5 and stamped with the foundry mark
'Valsuani Cire Perdue' (on the base)

bronze with dark brown patina

28cm (11 in). high

Conceived in 1916 by Richard Guino under the guidance of
Pierre-Auguste Renoir, and cast circa 1958 - 1966.

£8,000 - 12,000

€10,000 - 16,000

US\$12,000 - 18,000

Provenance

Charles E. Slatkin Galleries, New York.

Mrs. Charles E. Slatkin (by descent from the above).

Private collection (acquired from the above); their sale,

Sotheby's, New York, 9 May 2007, lot 253.

Acquired at the above sale by the present owner.

Literature

P. Haesaerts, *Renoir, Sculptor*, New York, 1947, no. 19 (another cast
illustrated pl. XXVIII, titled 'Fire').

Exh. cat, *Renoir, Degas*, Charles E. Slatkin Galleries, New York, 1958,
no. 82 (plaster model illustrated pl. LVI, titled 'Fire (Blacksmith)').



70*

**PIERRE-AUGUSTE RENOIR (1841-1919)
& RICHARD GUINO (1890-1973)**

La petite laveuse

signed 'Renoir' (on the base)
bronze with dark brown patina

27cm (10 5/8 in). high

Conceived in 1916 by Richard Guino under the guidance of
Pierre-Auguste Renoir, and cast *circa* 1958 - 1966.

£10,000 - 15,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

Charles E. Slatkin Galleries, New York.

Mrs. Charles E. Slatkin (by descent from the above).

Private collection (acquired from the above); their sale,
Sotheby's, New York, 9 May 2007, lot 253.

Acquired at the above sale by the present owner.

Literature

P. Haesaerts, *Renoir, Sculptor*, New York, 1947, no. 20 (another cast
illustrated pl. XXIX, titled 'Water').

Exh. cat, *Renoir, Degas*, Charles E. Slatkin Galleries, New York,
1958, no. 80 (plaster model illustrated pl. LIV, titled 'Water').



71

AUGUSTE RODIN (1840-1917)

Femme nue debout de profil vers la droite
watercolour and pencil on paper
32.3 x 24.8cm (12 11/16 x 9 3/4in).
Executed circa 1896

£5,000 - 7,000

€6,500 - 9,100

US\$7,300 - 10,000

The authenticity of this work has kindly been confirmed by Madame Christina Buley-Urbe. This work will be included in the Auguste Rodin *catalogue raisonné des dessins et peintures* currently being prepared.

This work belongs to a series of works on paper by Auguste Rodin titled *Femme debout de profil*, executed circa 1896.

Provenance

Private collection, France, by 1958.

Private collection, US.

Private collection, France.



72*AR

MARIE LAURENCIN (1885-1956)

Nature morte

signed and inscribed 'Marie Laurencin à H. Haller' (verso)

oil on panel

21 x 27cm (8 1/4 x 10 5/8in).

Painted circa 1912 - 1913

£4,000 - 6,000

€5,200 - 7,800

US\$5,800 - 8,800

Provenance

The artist's studio.

Hermann Haller Collection, Zurich (a gift from the above).

Hedwig Braus-Haller Collection, Switzerland, by 1988.

Galerie Koller, Zurich, by 1989.

Anon. sale, Hôtel Drouot, Paris, 18 July 1990, lot 142.

Anon. sale, Christie's, London, 6 December 1990, lot 142.

Anon. sale, Dorotheum, Vienna, March 1991.

M.A. Kovac Antiquities, Le Châble, (acquired at the above sale).

Thence by descent to the present owner.

Literature

D. Marchesseau, *Marie Laurencin, catalogue raisonné de l'oeuvre*,

Vol. II, *Peintures, céramiques, oeuvres sur papier*, Tokyo, 1999,

no. 1355 (illustrated p. 154).



73^{AR}

LEONARD TSUGUHARU FOUJITA (1886-1968)

Mère et enfant

signed, dated '6-3-52 Foujita' (lower left) and inscribed in Japanese (lower left)

pencil and *estompe* on tracing paper

27.8 x 19cm (10 15/16 x 7 1/2in).

Executed on 6 March 1952

Provenance

Succession Kimiyo Foujita; her sale, Cornette de Saint Cyr, Paris, 26 March 2013, lot 96.

Acquired at the above sale by the present owner.

This work is a study for the eponymous watercolour executed in 1952.

The authenticity of this work has kindly been confirmed by Madame Sylvie Buisson.

£4,000 - 6,000

€5,200 - 7,800

US\$5,800 - 8,800



74

ARISTIDE MAILLOL (1861-1944)

Nu ondulant

signed with the artist's monogram (lower right)

black chalk on paper

34.3 x 27cm (13 1/2 x 10 5/8in).

£2,000 - 3,000

€2,600 - 3,900

US\$2,900 - 4,400

The authenticity of this work has kindly been confirmed by Monsieur Olivier Lorquin.

Provenance

Madame Wessel Collection; her sale, Hôtel des Ventes, Nice, 28 November 2013, lot 62.

Acquired at the above sale by the present owner.

PROPERTY FROM A PRIVATE ITALIAN COLLECTION

75^{AR}

CARLO CARRÀ (1881-1966)

Casa al lago di Piona

signed and dated 'C. CARRÀ 943' (lower left)

oil on canvasboard

39.5 x 49.8cm (15 9/16 x 19 5/8in).

Painted in 1943

£15,000 - 20,000

€20,000 - 26,000

US\$22,000 - 29,000

Provenance

The artist's studio.

E. Vainicher Collection, Milan.

Galleria Annunciata, Milan, no. 8742.

Galleria Cadario, Milan, no. 2599.

Brerarte Srl., Milan.

Private collection, Milan (acquired from the above *circa* 1980).

Literature

M. Carrà, *Carrà, tutta l'opera pittorica*, Vol. II, 1931 - 1950, Milan, 1968, no. 22/43 (illustrated p. 489).



76*

NIKOLAI ALEKSANDROVICH TARKHOV (1871-1930)

Promeneur solitaire au coucher de soleil

stamped with the artist's signature (lower right)

oil on paper

28 x 37cm (11 x 14 9/16in).

£10,000 - 15,000

€31,000 - 46,000

US\$28,000 - 42,000

The authenticity of this work has kindly been confirmed by Mr. Guy Abot. This work will be included in the forthcoming Nikolai Aleksandrovich Tarkhov *catalogue raisonné* currently being prepared.

Provenance

Musée du Petit Palais, Geneva.

Private collection, USA (acquired from the above in 1988).



THE SOUTH AFRICAN SALE

Wednesday 14 September 2016
New Bond Street, London

HARRY STRATFORD CALDECOTT

(South African, 1886-1929)

Government Avenue, Cape Town

Oil on board

£70,000 - 100,000

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COLLECTION

Wednesday 15 June 2016
New Bond Street, London

HENRY MOORE O.M., C.H.
(1898-1986)

Seated Woman on Bench
bronze with a brown patina
21.8 cm. (8 1/2 in.) high
Conceived and cast in 1953 as an
edition of 9

Estimate £300,000-500,000

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**POST-WAR &
CONTEMPORARY ART**

Wednesday 29 June 2016
New Bond Street, London

AGOSTINO BONALUMI (1935-2013)

Giallo, 1967

signed on the reverse
shaped canvas and vinyl tempera
120 x 95 x 20.5 cm.

(47 1/4 x 37 3/8 x 8 1/16 in.)

£90,000 - 120,000



Bonhams

LONDON

bonhams.com/contemporary

ANDY WARHOL (1928-1987)

Mao, 1973

signed, dated 73 and with the Andy Warhol
Art Authentication Board stamp and number

A104.076 on the overlap

acrylic and silkscreen ink on canvas

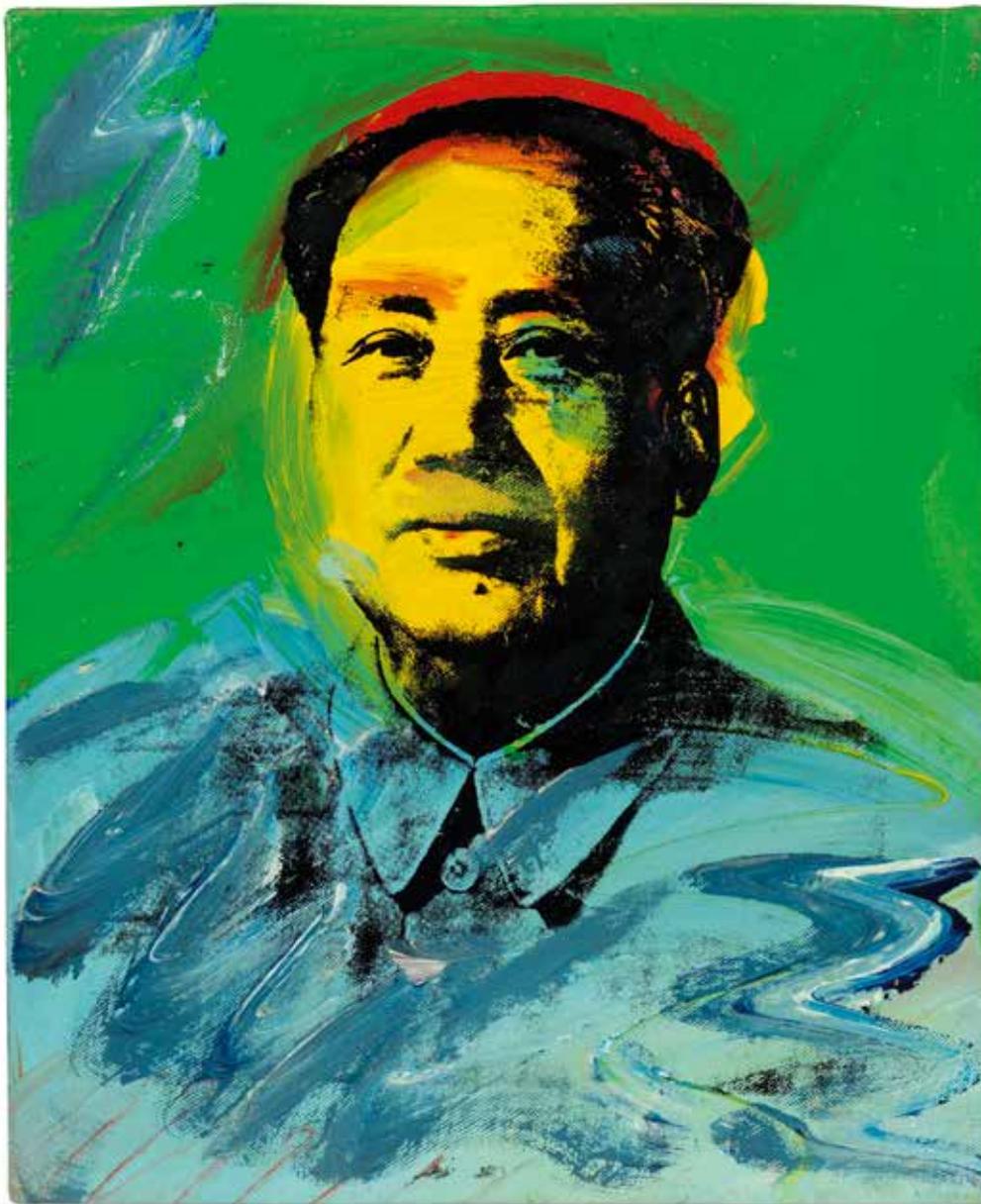
30.5 x 25.4 cm. (12 x 10 in.)

£580,000 - 780,000

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ralph.taylor@bonhams.com



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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.

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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* on each lot purchased:

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*

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

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 licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licencing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

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.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals Ltd warehouse and will only be available for collection from this location.
- 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.
- Ⓞ 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*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the *Sale* of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused in 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> .	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.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	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.
8.1.2	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> ,	10.6	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.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	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.
8.1.6	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;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
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;			10.11	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> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on seven days 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				
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.				
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.				
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	MISCELLANEOUS	11	GOVERNING LAW
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		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* on each lot, 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	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	9.3.2		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	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;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
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;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	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:
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;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	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
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> .	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	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.
		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> .		

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

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

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

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

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

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

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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Paddle number (for office use only)

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

Data protection – use of your information

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

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

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

If successful

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

Sale title: Impressionist & Modern Art		Sale date: Thursday 23 June 2016													
Sale no. 23578		Sale venue: New Bond Street, London													
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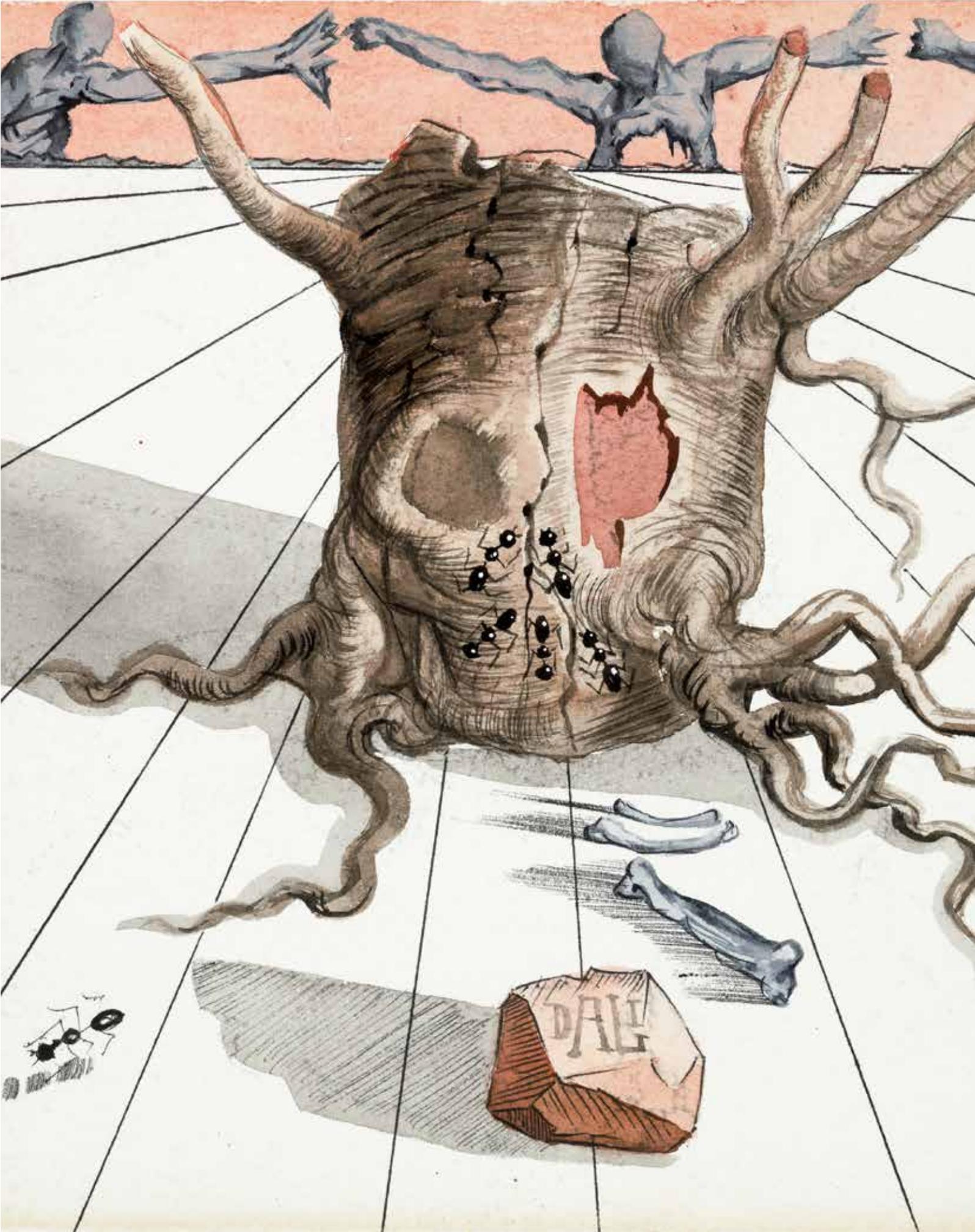
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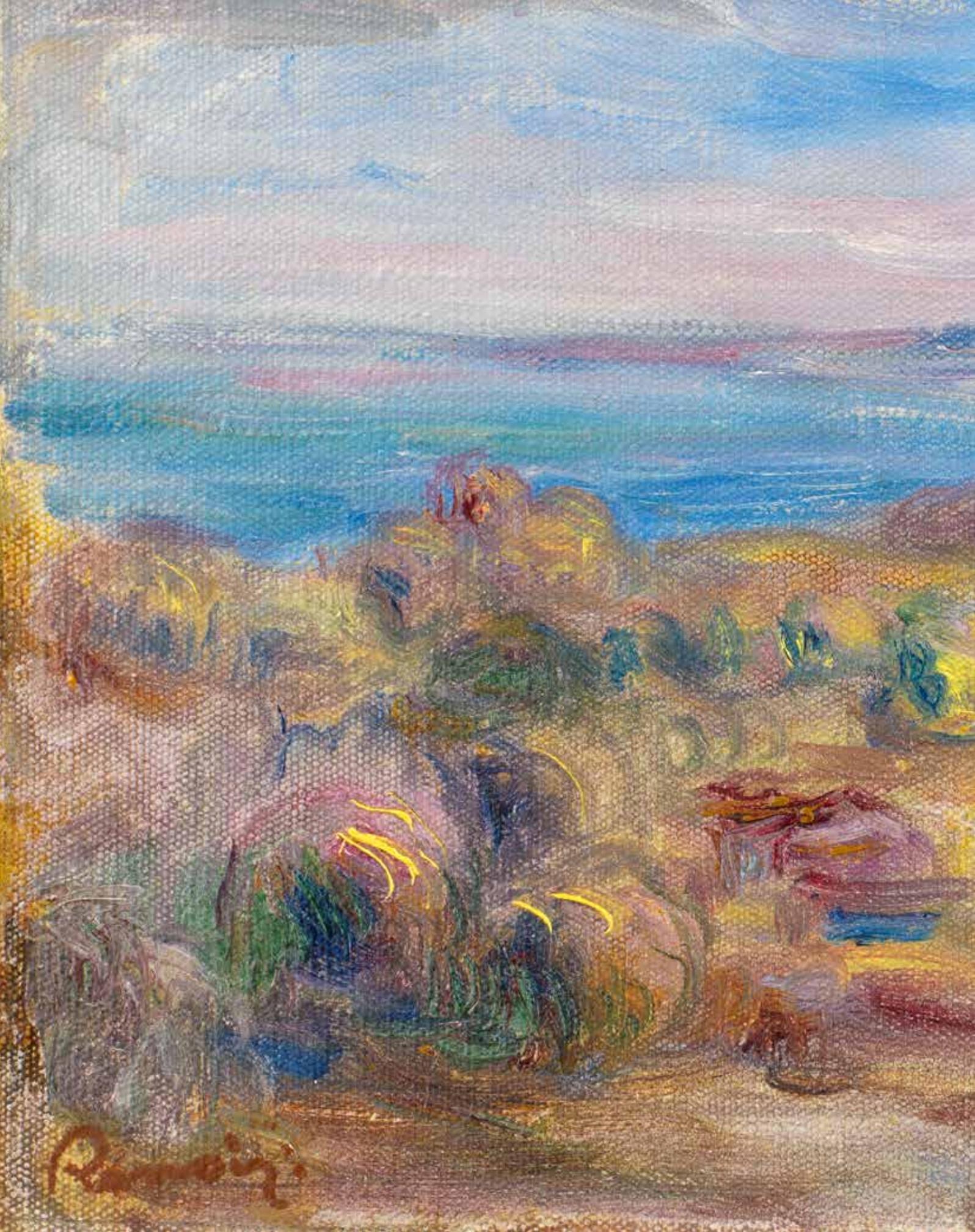
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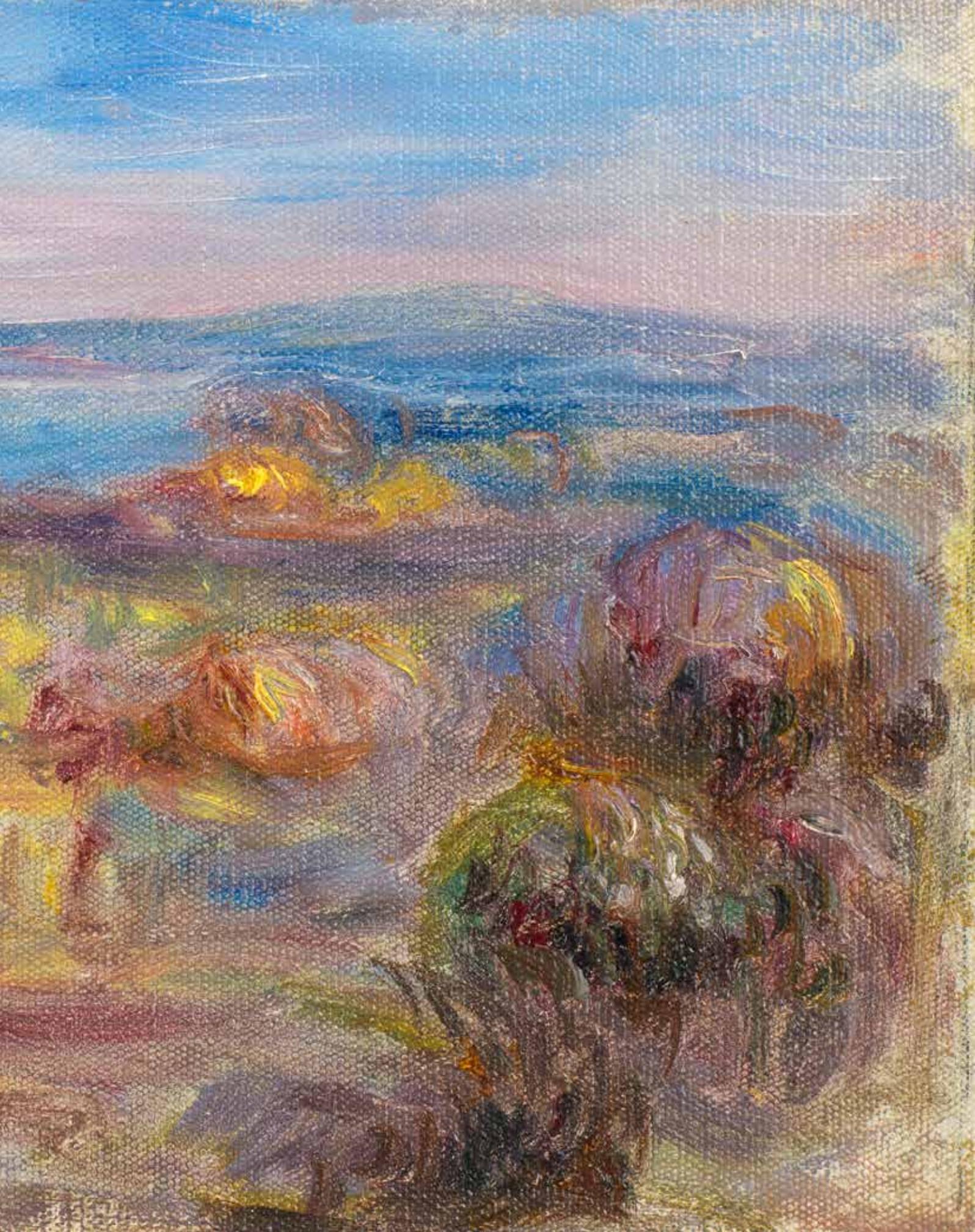
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Lot 3

Katsushika Hokusai (1760-1849)
The great wave of Kanagawa, 1831
hand-coloured woodblock print, 25 x 37.1 cm
© Private Collection / The Stapleton Collection
/ Bridgeman Images

Lot 5

Salvador Dalí (1904-1989)
Visage de fourmis, circa 1930 - 1935
gouache on black paper, 24 x 13.5 cm
Private collection
© Christie's Images / Bridgeman Images /
Salvador Dalí, Fundació Gala-Salvador Dalí,
DACs 2016

Salvador Dalí in Port Lligat, Cadaquès,
20 July 1953.
© akg-images / Jean Dieuzaide / Salvador
Dalí, Fundació Gala-Salvador Dalí, DACs 2016

Lot 7

Jean Hélion (1904-1987)
Ile de France, 1935
oil on canvas, 145.4 x 200 cm
Tate Gallery, London
© ADAGP, Paris and DACs, London 2016

Jean Hélion in his studio, 1934.
© ADAGP, Paris and DACs, London 2016

Jean Hélion (1904-1987)
Equilibre, 1936
oil on canvas, 114 x 147 cm
Sold for £1,157,000 in 2016
© ADAGP, Paris and DACs, London 2016

Jean Hélion (1904-1987)
Equilibre, 1934
oil on canvas, 27.3 x 35 cm
Museum of Modern Art, New York
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Scala, Florence / ADAGP, Paris and DACs,
London 2016

Jean Hélion (1904-1987)
Composition orthogonale, 1930
oil on canvas, 100 x 81 cm
Centre Pompidou, Paris
© Centre Pompidou, MNAM-CCI, Dist.
RMN-Grand Palais / Philippe Migeat / ADAGP,
Paris and DACs, London 2016

Lot 8

Henri Hayden (1883-1970)
Autoportrait, 1911
oil on canvas, 63 x 48.1 cm
Private Collection
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Juan Gris (1887-1927)
Fantomas, 1915
oil on canvas, 59.8 x 73.3 cm
National Gallery of Art, Washington D.C.
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Pablo Picasso (1881-1973)
Nature morte, 1912
oil on canvas, 46 x 65 cm
Museo Nacional Centro de Arte Reina Sofia,
Madrid
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Sofia, Madrid, Spain / Bridgeman Images /
Succession Picasso/DACS, London 2016

Lot 11

Henri Le Douanier Rousseau (1844-1910)
Pont de Sèvres, 1908
oil on canvas, 80 x 102 cm
S.I.Schtschukin Collection, Pushkin State
Museum of Fine Arts, Moscow
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Lot 12

George Braque in his studio, circa 1950.
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Jean-Baptiste Siméon Chardin (1699-1779)
Le panier de fraises des bois, circa 1761
oil on canvas, 38 x 46 cm
Private Collection
© Bridgeman Images

Georges Braque in his studio, 1931.
Philadelphia Museum of Art, Pennsylvania
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PA, US / A. E. Gallatin Collection, 1952 /
Bridgeman Images / ADAGP, Paris and DACs,
London 2016

Georges Braque (1882-1963)
Théière et plateau de fromage, 1942
oil on canvas, 33.8 x 55.4 cm
Philadelphia Museum of Art, Pennsylvania
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PA, US / The Louis E. Stern Collection, 1963 /
Bridgeman Images / ADAGP, Paris and DACs,
London 2016

Paul Cézanne (1839-1906)
Nature morte avec poires, circa 1879 - 1882
oil on canvas
Private Collection
© Bridgeman Images

Henri Matisse (1869-1954)
La table de marbre rose, 1917
oil on canvas, 146 x 97 cm
Mrs. Simon Guggenheim Fund., Museum of
Modern Art, New York
© The Museum of Modern Art, New York /
Scala, Firenze / Succession H. Matisse/ DACs
2016

Pablo Picasso (1881-1973)
Nature morte devant une fenêtre, 1919
gouache on paper, 31 x 21.5 cm
Private collection
© Lefevre Fine Art Ltd., London / Bridgeman
Images 2016 / Succession Picasso/DACS,
London 2016

Lot 13

Auguste Herbin in 1911.
© ADAGP, Paris and DACS, London 2016

Lot 18

Giorgio de Chirico (1888-1978)
La rivolta del saggio (The revolt of the sage),
1916

oil on canvas, 66.5 x 53 cm
Estorick Collection, London
© Estorick Collection, London, UK /
Bridgeman Images / DACS 2016

Giorgio de Chirico (1888-1978)
Il grande metafisico (The great metaphysician),
1917

oil on canvas, 104.5 x 69.8 cm
The Museum of Modern Art, New York
© DACS 2016

Giorgio de Chirico (1888-1978)
Autoritratto (Self-portrait), 1920
oil on canvas, 39.5 x 50 cm
Bayerische Staatsgemaldesammlungen,
Munich
© Scala, Firenze / bpk, Bildagentur fuer Kunst,
Kultur und Geschichte, Berlin / DACS 2016

Lots 27

Jan Gossaert (Jan Mabuse) (circa 1478-1532)
Danaë, 1527
oak wood, 114.3 x 95.4 cm
Alte Pinakothek, Munich
© akg-images

Sir Frederic Leighton (1830-1896)
Flaming June, 1895
oil on canvas, 120 X 120 cm
Museo de Arte de Ponce, Ponce, Puerto Rico
© IAM / akg-images

Gustav Klimt (1862-1918)
Danaë, 1907 - 1908
oil on canvas, 77 x 83 cm
Galerie Würthle, Vienna
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Bridgeman Images

Lot 29

Edgar Degas (1834-1917)
Danseuse au bouquet, 1890 - 1895
oil on canvas, 180.3 x 152.4 cm
Chrysler Museum of Art, Norfolk, Virginia
© Chrysler Museum of Art, Norfolk, Virginia /
Bridgeman

Lot 30

Auguste Rodin (1840-1917)
La Jeunesse triomphante, 1894
marble
© RMN-Grand Palais / François Vizzavona /
reproduction RMN

Camille Claudel (1864-1943)
Clotho, 1893
plaster, 90 x 49.3 x 43 cm
Musée Rodin, Paris
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Auguste Rodin circa 1890s.
© Private Collection / Look and Learn / Elgar
Collection / Bridgeman Images

Lot 31

Auguste Renoir circa 1910.
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Bridgeman Images

Pierre-Auguste Renoir (1841-1919)
*Femme cueillant des fleurs dans le jardin des
Colettes à Cagnes*, 1912
oil on canvas, 36 x 25 cm
Private collection
© Private collection / Bridgeman Images

Lot 32

Henri-Charles Manguin (1874-1949)
Jeanne a la Fontaine, Villa Demière, 1905
Private collection
oil on canvas, 116 x 89 cm
© Christie's Images / Bridgeman Images /
ADAGP, Paris and DACS, London 2016

Pierre Bonnard (1867-1947)
Nu à contre-jour or L' eau de Cologne,
1908 - 1909
oil on canvas, 87 x 76 cm
Musée d'Art Moderne, Brussels
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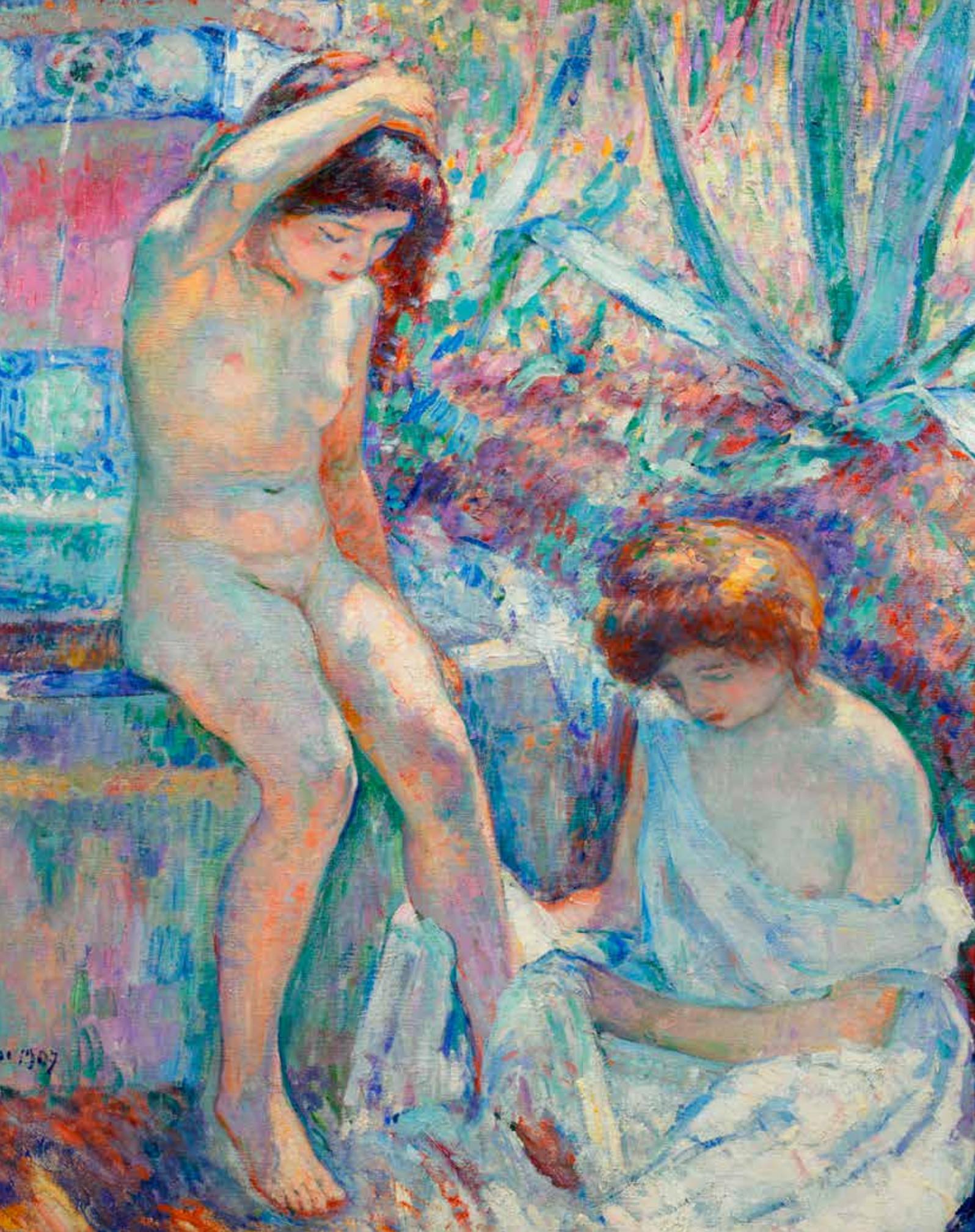
Henri Lebasque circa 1900
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Lot 33

Maurice Denis (1870-1943)
Magnificat, 1909
oil on canvas, 130 x 140 cm
Private collection
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Lot 52

René Magritte (1898-1967)
Le mois des vendanges, 1959
oil on canvas, 130 x 162 cm
Private collection
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