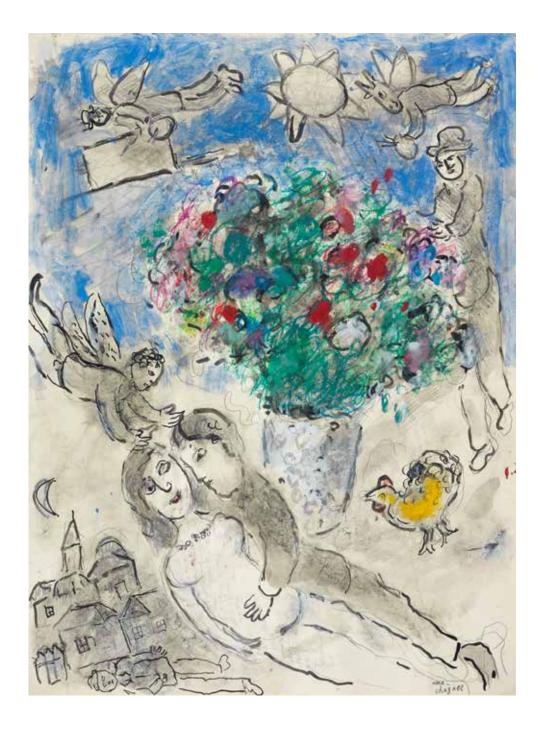
# **IMPRESSIONIST & MODERN ART**

Thursday 22 June 2017



# Bonhams

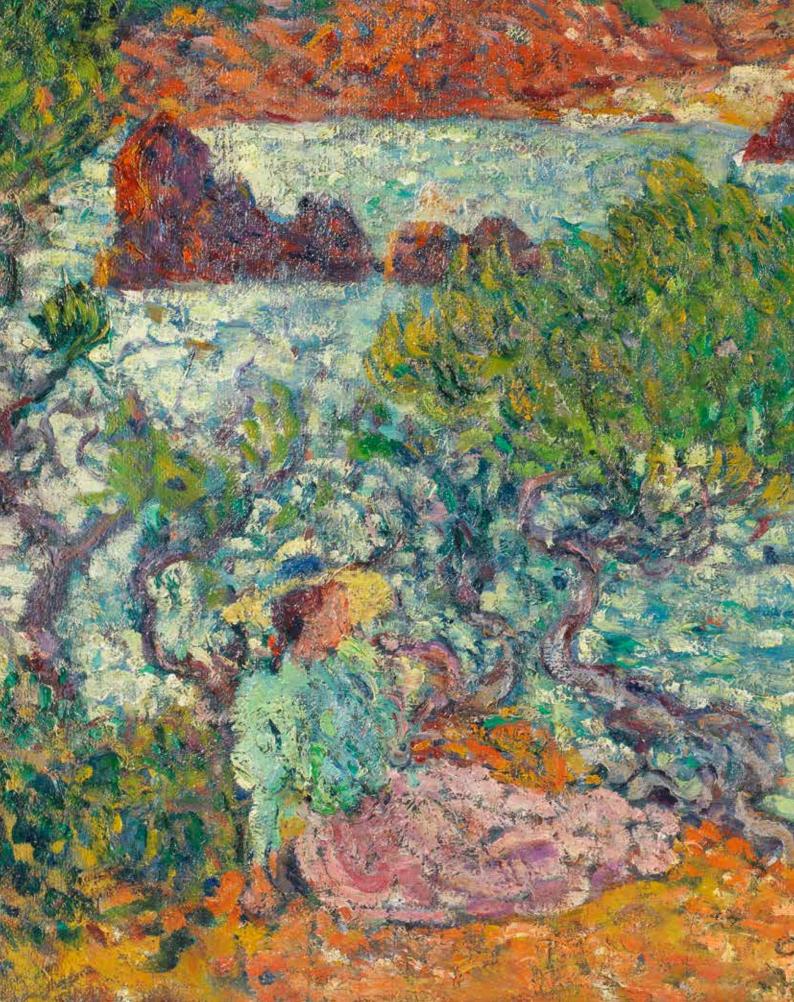
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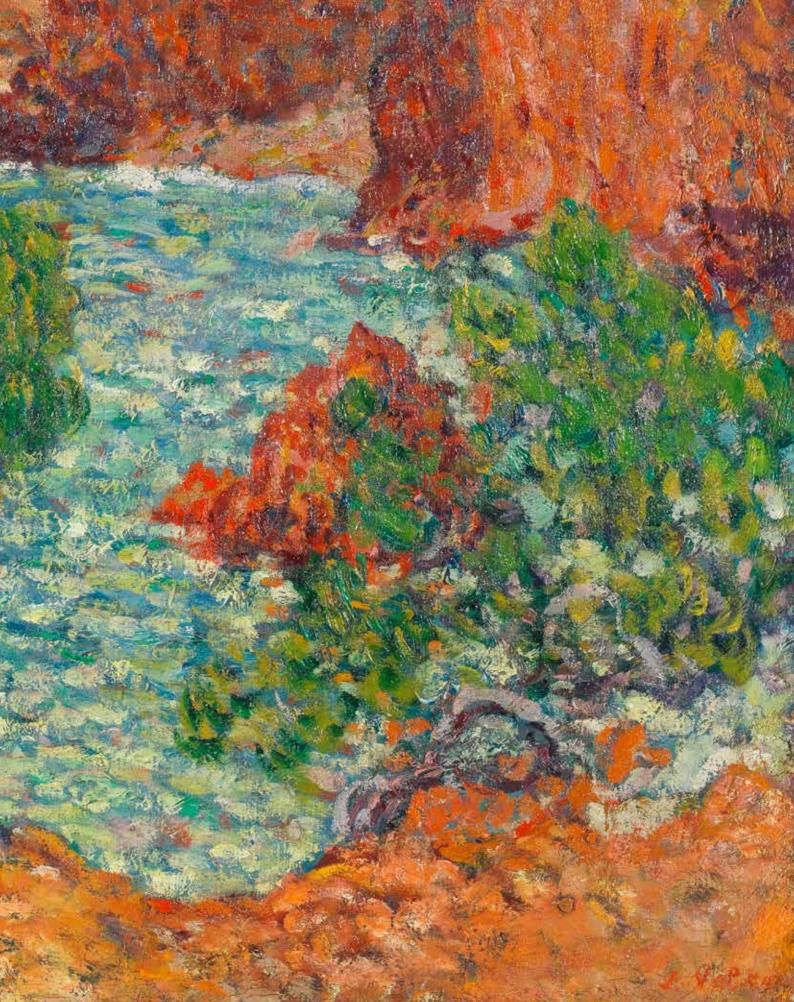














# **IMPRESSIONIST & MODERN ART**

Thursday 22 June 2017 at 5pm New Bond Street, London

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Friday 16 June, 9am to 5pm Saturday 17 June, 11am to 4pm Sunday 18 June, 11am to 4pm Monday 19 June, 9am to 5pm Tuesday 20 June, 9am to 5pm Wednesday 21 June 9am to 5pm Thursday 22 June, 9am to 2pm

### SALE NUMBER 24053

**CATALOGUE** £22.00

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### PROPERTY FROM A PRIVATE ITALIAN COLLECTION

1 AR

### FRANCIS PICABIA (1879-1953)

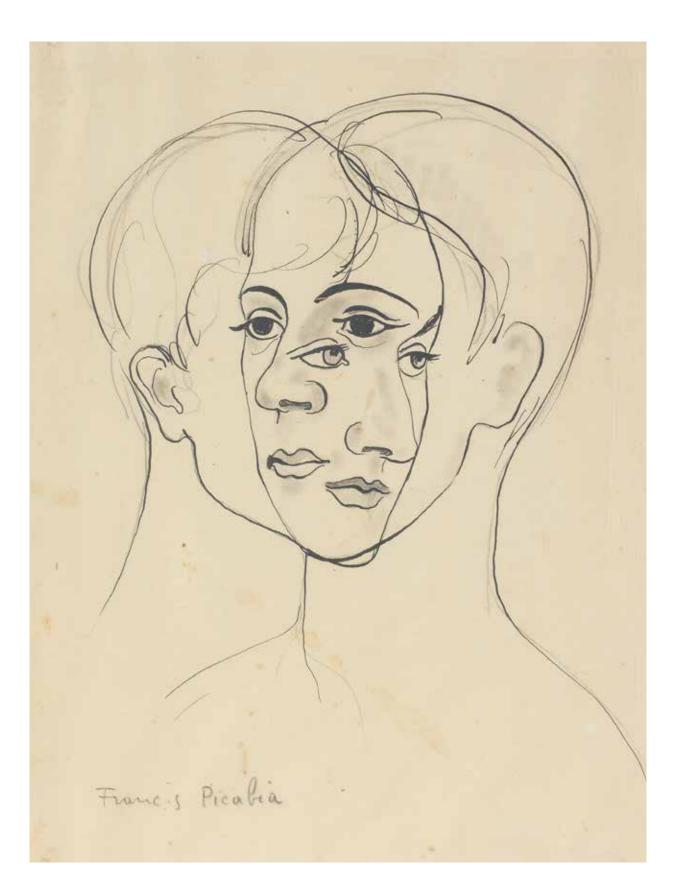
Sans titre (Transparence) signed 'Francis Picabia' (lower left) pen and ink and pencil on paper 18.8 x 14.2cm (7 3/8 x 5 9/16in). Executed circa 1930 - 1931

£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 23,000

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

### Provenance

Enrico Baj Collection, Milan. Private collection, Milan, by the early 1960s. Thence by descent to the present owner.



### **PROPERTY OF A GENTLEMAN**

2 \* AR **HENRI MATISSE (1869-1954)**  *Trois femmes allongées* stamped with the artist's initials 'Hm' (lower right) pen and India ink on paper 23.5 x 31.95cm (9 1/4 x 12 3/8in). Executed in 1931

£60,000 - 80,000 €71,000 - 95,000 US\$77,000 - 100,000

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

### Provenance

Pierre Matisse Collection, the artist's son, New York (by descent from the artist). Pierre-Noël Matisse Collection, the artist's grandson (by descent from the above); his estate sale, Christie's, New York, 4 November 2009, lot 174. Private collection, the Channel Islands (acquired at the above sale).

'Drawing is the purest and most direct translation of my emotion. The simplification of the medium allows that'

- Henri Matisse



### PROPERTY FROM A PRIVATE ITALIAN COLLECTION

3 AR

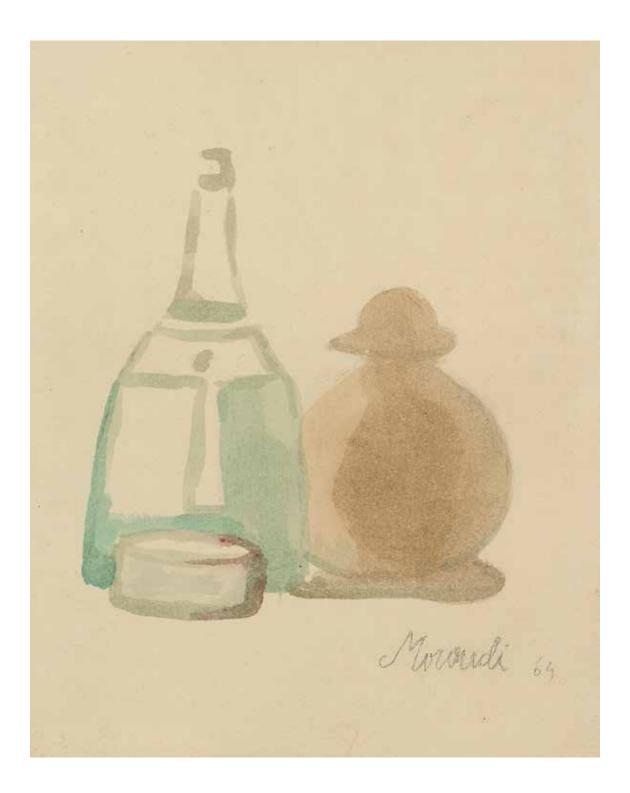
### GIORGIO MORANDI (1890-1964)

Natura morta signed and dated 'Morandi 64' (lower right); signed, inscribed and dated 'a Teresa con affetto Giorgio Morandi Bologna 1964' (verso) watercolour on card 25 x 20cm (9 13/16 x 7 7/8in). Executed in Bologna in 1964

£30,000 - 50,000 €36,000 - 59,000 US\$39,000 - 64,000

### Provenance

Maria Teresa Morandi Collection, the artist's sister, Bologna (a gift from the artist). Galleria La Bussola, Turin. Private collection, Milan (acquired from the above at Arte Fiera, Bologna, in January 1990). Thence by descent to the present owner.



### PROPERTY FROM A PRIVATE ENGLISH COLLECTION

4 AR **HENRI HAYDEN (1883-1970)**  *Nature morte au Porto* signed and dated 'Hayden. 17' (lower left) gouache, charcoal and pencil on card *32.2 x 26cm (12 11/16 x 10 1/4in).* Executed in 1917

£5,000 - 7,000 €5,900 - 8,300 US\$6,400 - 9,000

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

### Provenance

Gimpel Fils Gallery, London, no. 1708. Private collection, UK (acquired from the above *circa* 1980). Thence by descent to the present owner.



### **PROPERTY FROM A PRIVATE FRENCH COLLECTION**

5 \* AR **MAURICE DE VLAMINCK (1876-1958)** Les toits de Paris signed 'Vlaminck' (lower right) oil on canvas 60 x 73cm (23 5/8 x 28 3/4in). Painted circa 1911

£180,000 - 220,000 €210,000 - 260,000 US\$230,000 - 280,000

This work will be included in the critical catalogue of the work of Maurice de Vlaminck currently being prepared by the Wildenstein Institute.

### Provenance

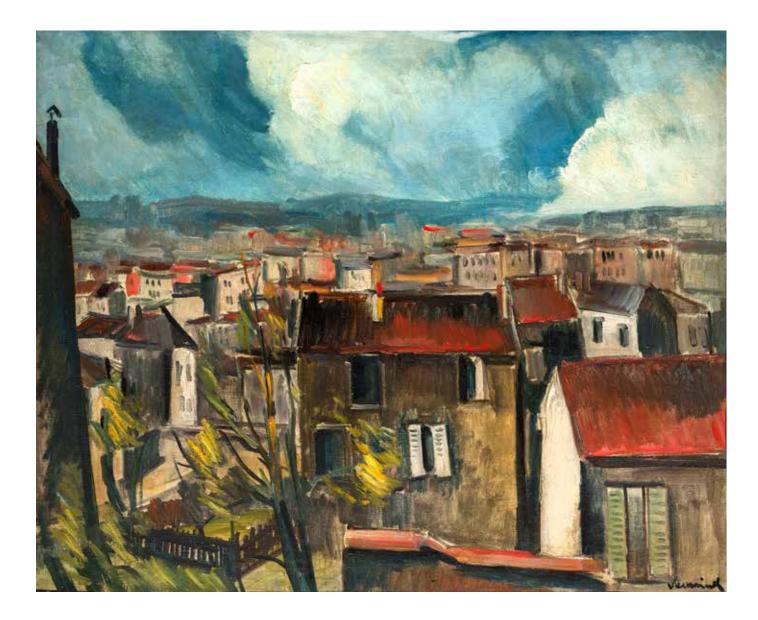
Anon. sale, Hôtel Drouot, Paris, March 1928. Gustave Coquiot Collection, Paris. Galerie Vallotton, Lausanne, by 1952, no. 8577. Mr. C. Sfezzo Collection, Lausanne; his sale, Christie's, London, 1 December 1987, lot 209. Private collection, France (acquired at the above sale by the present owner).

### Exhibited

Tokyo, *Exposition Vlaminck*, May - October 1982 (later travelled to Yamagushi, Nagaya & Kasawa).



Maurice de Vlaminck, circa 1902-1903.



### PROPERTY FROM A PRIVATE AUSTRALIAN COLLECTION

### 6\*

HENRI LE SIDANER (1862-1939)

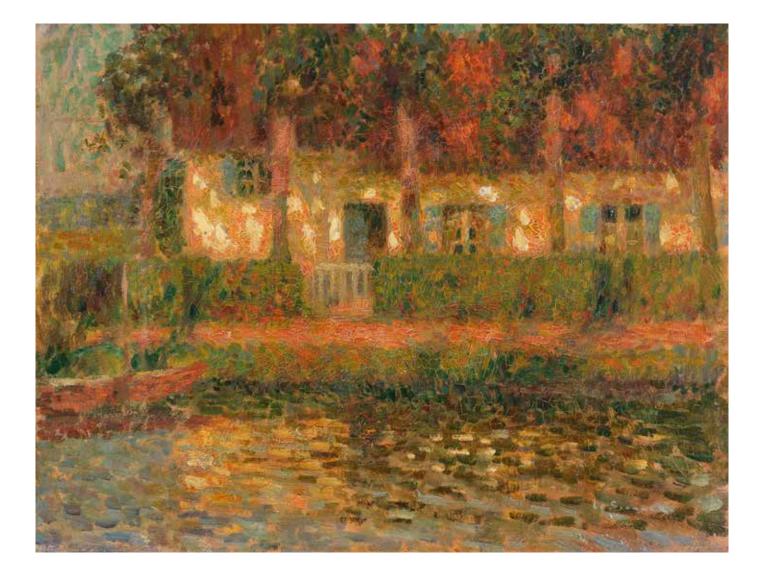
La maison au bord de l'eau signed 'Le Sidaner' (lower right) oil on panel 26.8 x 35cm (10 9/16 x 13 3/4in). Painted in Amiens in 1901

£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 23,000

The authenticity of this work has kindly been confirmed by Mr Monsieur Yann Farinaux-Le Sidaner.

### Provenance

David Jones Art Gallery, Sydney. Dr. Mildred Mocatta Collection, Adelaide (acquired from the above); her sale, Theodore Bruce Auctions, Adelaide, 1 December 2002, lot 138. Private collection, Australia (acquired at the above sale).



### PROPERTY FROM A PRIVATE ENGLISH COLLECTION

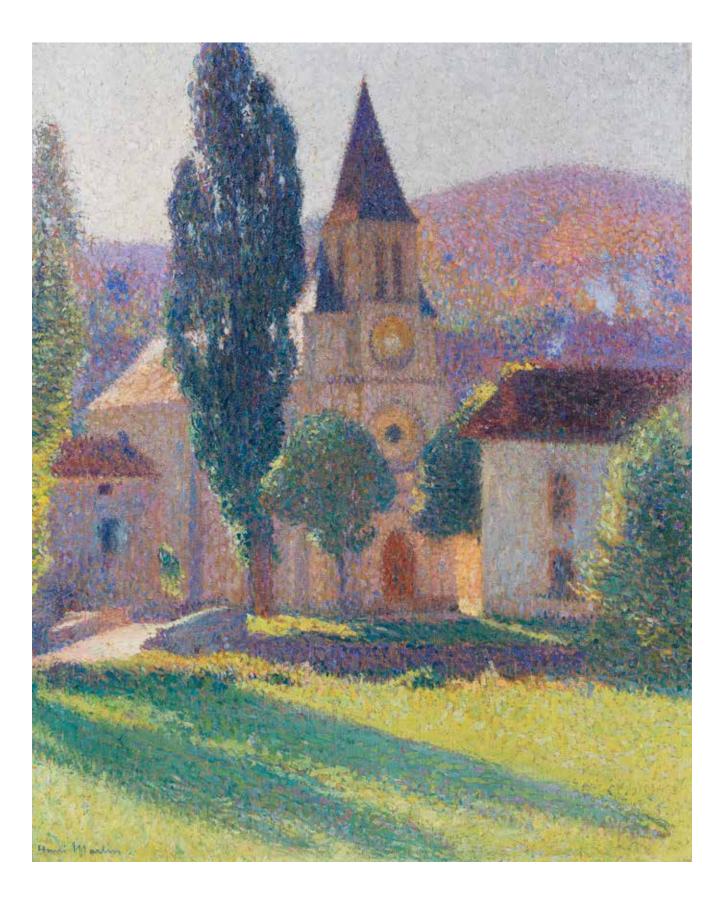
7 HENRI MARTIN (1860-1943) L'église de Labastide du Vert signed 'Henri Martin' (lower left) oil on burlap 81.5 x 65.5cm (32 1/16 x 25 13/16in).

£80,000 - 120,000 €95,000 - 140,000 US\$100,000 - 150,000

The authenticity of this work has kindly been confirmed by Monsieur Cyrille Martin.

### Provenance

Private collection, Germany, by 1998; their sale, Sotheby's, London, 23 June 2011, lot 102. Private collection, UK (acquired at the above sale).



### 8 \* AR

### JEAN METZINGER (1883-1956)

Matin au parc Montsouris signed 'Metzinger' (lower right) oil on canvas 49.7 x 67.7cm (19 9/16 x 26 5/8in). Painted circa 1906

£50,000 - 70,000 €59,000 - 83,000 US\$64,000 - 90,000

The authenticity of this work has kindly been confirmed by the late Madame Bozena Nikiel.

### Provenance

Samuel M. Kootz Gallery, New York. Mrs. Bernard Gimbel Collection, Greenwich. Anon. sale, Sotheby's, New York, 12 November 1988, lot 328. Private collection, US. Acquired from the above by the present owner.

### Exhibited

lowa City, The University of Iowa Museum of Art, *Jean Metzinger in Retrospect*, 31 August - 13 October 1985, no. 10 (later travelled to Austin, Chicago & Pittsburgh; titled 'Parc Montsouris').



Jean Metzinger, circa 1912.



# JEAN Metzinger

### Matin au parc Montsouris

Matin au parc Montsouris is a stunning example from Jean Metzinger's Neo-Impressionist period, and illustrates the thinking that would help shape the Cubist artist he became. Having moved to Paris in 1903 the young painter quickly embraced the Divisionist techniques of contemporaries such as Paul Signac and Henri-Edmond Cross, who were developing the Pointillist style first pioneered by Georges Seurat.

This new generation of Divisionists gradually enlarged the previously small dots of paint to the larger strokes we see in the present work. Here we see tiles of pure pigment, carefully juxtaposed to create a shimmering, vibrating surface of colour. Metzinger's precise application of cube-like strokes flattens the picture plane, causing the pavilion and path to tumble on top of each other rather than sitting in the mid or background. The artist captures the beauty of the day in the Parisian park with a joyous palette of vibrant lush greens set directly against deep mauves and soft lilacs; the joy Metzinger took in colour was more important to him than a lifelike rendering of the landscape, and the Neo-Impressionist style he had only recently discovered freed him, offering a departure from naturalism:

"I ask of divided brushwork not the objective rendering of light, but iridescences and certain aspects of color still foreign to painting. I make a kind of chromatic versification and for syllables I use strokes which, variable of this period in comparison to the 'fierce' works of his Fauve association: 'Metzinger once did gorgeous mosaics of pure pigment, each little square of color not quite touching the next, so that an effect of vibrant light should result. He painted exquisite compositions of cloud and cliff and sea' (G. Burgess, 'The Wild Men of Paris', *The Architectural Record*, New York, May 1910, p. 412).



Jean Metzinger (1883-1956), Paysage à l'arbre rond, circa 1906, Wallraf-Richartz-Museum, Cologne.

in quality, cannot differ in dimension without modifying the rhythm of a picture phraseology destined to translate the diverse emotions aroused by nature' (J. Metzinger speaking in 1907, quoted in R. L. Herbert, *Neo-Impressionism*, (exh. cat.), New York, 1968, p. 221).

Gelett Burgess could have been describing *Matin au parc Montsouris* in his review of the Salon des Indépendants exhibition in 1910 when looking back wistfully to Metzinger's 'mosaic' compositions

The present work was painted *circa* 1906, concurrent with the artist's involvement with the Fauves, and yet remains a purely Divisionist work. Metzinger's stylistic shift during this decade was both marked and hesitant – having exhibited six paintings in the Divisionist style at the Salon des Indépendants in 1904, he exhibited there just the next year alongside the likes of Derain, Matisse, Valtat and Vlaminck, who would be labelled *les Fauves*. Matisse's ground-breaking use of colour in *Luxe, calme et volupté*,





Jean Metzinger (1883-1956), Landscape, 1912, Private collection.

Paul Signac (1863-1935), *St. Tropez, the Custom's Path*, 1905, Musée de Grenoble, Grenoble.

on show in this exhibition, had received much attention and undoubtedly inspired an energising of Metzinger's palette. Despite his affiliation, his style never evolved into that of pure Fauvism however, and his characteristic emphasis on structure remained. Although faceted, *Matin au parc Montsouris* remains a readable subject, the sweep of lawn clearly delineated from the path that weaves through the composition, the tree trunks crisply outlined against the flower beds which surround them.

Alongside structure and delineation, Metzinger had long admired the mathematical analysis of nature offered by Paul Cézanne, a distilling of form which allowed his own style to transform into Cubism. He would go on to become a major proponent of the style, and is

credited with unifying the movement in *Du Cubisme*, a treatise he coauthored with Albert Gleizes. The second wave of the movement, known as 'crystal' Cubism, was in part founded upon his increasing belief in the importance of mathematical principles in composition.

Matin au parc Montsouris dates from the few years which Robert L. Herbert regarded as the height of Metzinger's Neo-Impressionist phase. The artist displays his love of colour in this tessellated composition which hums with the movement created by the paradoxically strict application of paint and careful structure. In its rejection of traditional perspective and experimental faceting of form it looks forward to Metzinger's proto-Cubist canvases and the movement he would become central to.

'Metzinger once did gorgeous mosaics of pure pigment, each little square of color not quite touching the next, so that an effect of vibrant light should result'

- Gelett Burgess

9 RAOUL DUFY (1877-1953)

Le champ de courses de Deauville signed 'Raoul Dufy' (lower left) oil on canvas 28 x 70.3cm (11 x 27 11/16in). Painted in 1931

£180,000 - 220,000 €210,000 - 260,000 US\$230,000 - 280,000

### Provenance

Anon. sale, Sotheby's, London, 28 June 1972, lot 87. Private collection, France (acquired at the above sale). Acquired from the above by the present owner.

### Literature

M. Laffaille, Raoul Dufy, catalogue raisonné de l'oeuvre peint, Vol. III, Geneva, 1976, no. 1285 (illustrated p. 297).

# 'One must meditate about pleasure. Dufy is pleasure'

Gertrude Stein



9 **RAOUL DUFY (1877-1953)**  *Le champ de courses de Deauville* signed 'Raoul Dufy' (lower left) oil op convan

oil on canvas 28 x 70.3cm (11 x 27 11/16in). Painted in 1931

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Anon. sale, Sotheby's, London, 28 June 1972, lot 87. Private collection, France (acquired at the above sale). Acquired from the above by the present owner.

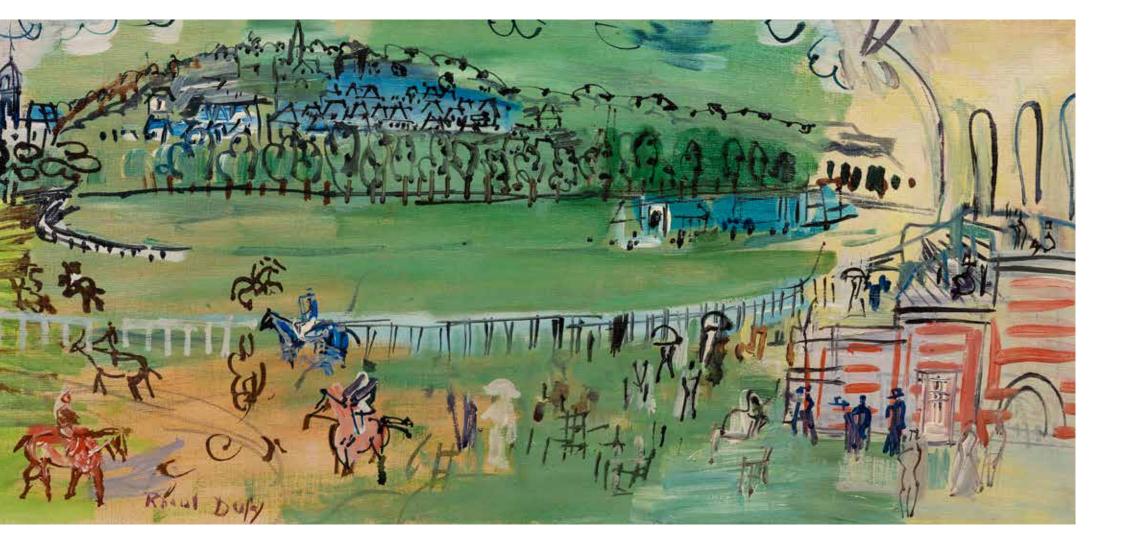
### Literature

M. Laffaille, *Raoul Dufy, catalogue raisonné de l'oeuvre peint*, Vol. III, Geneva, 1976, no. 1285 (illustrated p. 297).

'One must meditate about pleasure. Dufy is pleasure'

Gertrude Stein







# RAOUL DUFY

### Le champ de courses de Deauville

Painted in 1931, Le champ de courses de Deauville displays the uniquely recognisable characteristics of a Raoul Dufy work; the separation of colour and drawing. Dufy's renowned delight in rich colour, curvilinear shape and the equine form are elements for which this French artist is most readily associated and fondly remembered.

Immersed in a rich, verdant hue, *Le champ de courses de Deauville* depicts the horse racing grounds of Deauville in Normandy. Dufy first approached the subject of racing as early as 1913, but by the 1920s it had become a central part of his work and the characteristics which make his paintings so instantly recognisable were introduced as seen in works such as *Le Paddock, circa* 1926. The bright colours and vibrant atmosphere of these events appealed to the artist who became an avid follower of equestrian racing. Dufy spent a lot of time watching the comings and goings of the crowds and in doing so noted that the flash of colour of an object passing at great speed in front of the eye remains imprinted for longer than the outlines of the object itself. This led to the beginning of the dissociation of colour from the outline uniquely prominent in Dufy's paintings.

The horse races provided abundant opportunity for Dufy to experiment with his theory of *couleur-lumière*. This technique, which highlighted colour over the shading properties of black and white, allowed the artist to convey light in a very distinctive way. As Dora Perez-Tibi describes, 'These race course scenes - whether in France, at Deauville, Longchamps or Chantilly, or in England, at Epsom, Ascot or Goodwood - allowed Dufy to put his 'couleur-lumière' theory into practice...He decided to convey light by means of colour; the absence of colour represents the unlit area... For Dufy, the balance of the composition

comes from the distribution of all the points of light in the centre of each element of the painting. It was here that he found the secret of his composition' (D. Perez-Tibi, *Dufy*, New York, 1989, pp. 158-62).

In Le champ de courses de Deauville, Dufy has used colour as an expression of light in a way that unifies the composition and suggests the charming atmosphere that suffuses the painting. The cheerful saturated pigments create a sense of luminosity, filling the scene in balmy light, and evoking the pleasing serenity of summer. Believing that colours had their own lives, Dufy said that 'colour captures the light that forms and animates the group as a whole. Every object or group of objects is placed within its own area of light and shade, receiving its share of reflections and being subjected to the arrangement decided by the artist' (R. Dufy, guoted in D. Perez-Tibi, ibid., p. 150). In the present work Dufy has used extensive brushstrokes and flooded the scene with luxuriant greens, over which he has drawn the dynamic outlines of riders and figures. At the centre, the large and empty crescent-shaped arena conveys a sense of space and peace, pre-empting the furious battle of the racers about to take on their pursuit. With a lively crowd mingling to the right, the scene provides a glimpse into the excitement and activity that will fill the racetrack. At the foreground, the arena is framed by nonchalant and resting jockeys admired by the elegant and frivolous passers-by. To the left and background, dense foliage and the nearby picturesque town of Deauville complete the scene of an idyllic summer day at the races.



Raoul Dufy (1877-1953), Le Paddock, circa 1926.

Le champ de courses de Deauville was painted during a period in which Dufy was enjoying artistic renown as a highly-acclaimed painter. One of the prominent artists of the famous Galerie Bernheim-Jeune

> in Paris, Raoul Dufy was widely praised by numerous writers and art critics, including the academic Christian Zervos. The paintings from this period stand perfect testament to Dufy's extraordinary ability to convey the vibrant atmospheres that pervades the social spectacle of horse racing. The race scenes, whether sailing or equine, of which he painted numerous examples, were particularly appealing to the generation of the entredeux-guerres who enjoyed a short period of peace and frivolity. The unequivocally cheerful, light hearted and extremely colourful paintings resonated with Dufy's vision of joy, and as Gertrude Stein wrote of Dufy in 1949: 'one must meditate about pleasure. Dufy is pleasure. Think of the colour and it is not that, and the line and it is not that, but it is that which is all together and which is the colour that is in Dufy' (G. Stein, quoted in B. Robertson & S. Wilson (eds.), Raoul Dufy, (exh. cat.), London, 1983-1984, p. 67).

MARC CHAGALL

0



## 'I had only to open my bedroom window, and blue air, love, and flowers entered with [Bella]. Dressed all in white'

- Marc Chagall

#### PROPERTY FROM A DISTINGUISHED LONDON COLLECTION

10 AR

#### MARC CHAGALL (1887-1985)

Repos au bouquet de fleurs stamped with the artist's signature 'marc chagall' (lower right) gouache, India ink, wash, wax crayon and pencil on paper 75.3 x 55.8cm (29 3/4 x 21 15/16in). Executed circa 1980

£250,000 - 350,000 €300,000 - 410,000 U\$\$320,000 - 450,000

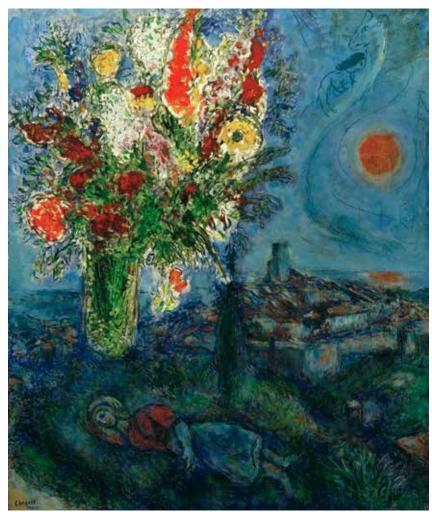
The authenticity of this work has kindly been confirmed by the Comité Chagall.

**Provenance** The artist's estate. Kunsthandel Frans Jacobs, Amsterdam (acquired from the above). Private collection, London (acquired from the above in 2000).



# MARC CHAGALL

### Repos au bouquet de fleurs



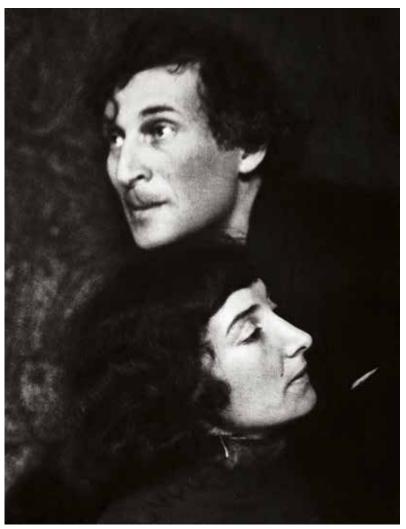
Marc Chagall (1887-1985), *La dormeuse aux fleurs*, 1972, The Batliner Collection, Graphische Sammlung Albertina, Vienna.

Repos au bouquet de fleurs is a sublime manifestation of Chagall's appreciation of youth, beauty, love and harmony. Chagall painted the piece in the South of France in 1980, using an array of blue, red, green and yellow gouache alongside rich India ink. It depicts many of the most typical motifs of Chagall's art in abundance: the bouquet, the cockerel and the lovers. Despite being almost 90 at the time and one of the most celebrated masters of modernism, this work is a celebration of youthfulness that seems to brim with positivity and energy: in fact, Chagall's style and thematic approach did not shift in any significant way after the late 1920s, when he began to concentrate on depictions of romantic love, and the memories and mythology of his youth in Vitebsk. We see a nostalgia in the truest sense, an aching for a romantic and pastoral idyll, but also an undying positivity that remained at the heart of Chagall's work until the end of his life.

Chagall's clear love of nature was a common theme in his work, and that translated into this aforementioned feeling of joy and positivity. The most omnipresent symbol of nature seen in his works is, of course, the bouquet of flowers. While flowers have acted as a conduit for artistic expression since the Renaissance, in Chagall's work they assume a totemic quality - here in Repos au bouquet de fleurs the vase of flowers is suspended in the centre of the work like a talisman, dwarfing the figures of the lovers and other motifs surrounding it. Chagall was by impulse a colourist, and aside from their evident thematic power, flowers provided the artist with what he termed 'exercises in the equation of colour and light' (M. Chagall, quoted in F. Meyer, Marc Chagall, London, 1964, p. 369).

Chagall said that he had never seen bouquets of flowers during his youth in Vitebsk, but was so impressed by the abundance of cut flowers in France once he had moved there that they came, in his mind, to symbolise France itself: '[Chagall] said that when he painted a bouquet it was as if he was painting a landscape. It represented France to him' (J. J. Sweeney, *Marc Chagall*, New York, 1946, p. 56). With the memories of the pogroms in Eastern Europe, France and by consequence these floral compositions became

synonymous with liberty and happiness. Following the horrors of World War II, and the death of his first love Bella during that period, these bouquets then took on a further meaning: the fleeting nature of human existence, and the ephemeral nature of love. The ideals of art, nature, freedom and romantic love were very much interconnected in Chagall's mind, and achieving one could not be done without the other: 'only love and uncalculating devotion towards others will lead to the greatest harmony in life and in art of which humanity has been dreaming for so long. And this must, of course, be included in each utterance, each



Hugo Erfurth (1874-1948), Marc and Bella Chagall, Private collection.

brushstroke, and in each colour' (M. Chagall, quoted in J. Baal-Teshuva, (ed.), *Chagall: A Retrospective*, (exh. cat.), Westport, 1995, p. 208).

There were two great loves in Chagall's life that were manifest in his art: Bella Rosenfeld and Valentina Brodsky. Chagall met Bella in Russia, and she moved with him to France in the twenties. She appears in his earliest works as well as in compositions created by the artist many years after her death: she died while the couple were in exile in the United States during World War II, and Chagall was shattered by the loss. The artist found a way to commune with his lost love through his depictions of brides and lovers that so often populate his sheets and canvases. Repos au bouquet de fleurs is no different, and Chagall here makes the lovers at rest central to his composition. The male figure, more often than not an autobiographical representation, embraces the female figure who is dressed in white like a virgin or bride. He gazes lovingly towards her as the glorious bouquet of flowers, a symbol of their romantic love, shimmers in a profusion of colour above them. Despite being painted whilst the artist was married to Valentina, or Vava as he knew her, this happy couple could well be a reminiscence of his first love to whom he often returned for inspiration: 'I had only to open

my bedroom window, and blue air, love, and flowers entered with [Bella]. Dressed all in white'...'she has long been flying over my canvases, guiding my art' (M. Chagall, trans. P. Owen, *My Life*, London, 1957, p. 121).

Subsequently Chagall experienced great contentment with Vava, and began a period of great artistic fruitfulness after they moved to Saint-Paul-de-Vence in the South of France. The landscape and light there had inspired a great line of colourists, to which Chagall was the heir. Like Renoir and Matisse before him, Chagall used the vibrant blues, pinks and greens of the Côte d'Azur to express joy and vivacity. Picasso noted to his lover Françoise Gilot that 'there's never been anybody since Renoir who has the feeling for light that Chagall has' (P. Picasso, quoted in F. Gilot & C. Lake, Life with Picasso, New York, 1964, p. 282). We see the rooftops of Saint-Paul-de-Vence in the lower left of the composition, while the painter at his easel flies above the scene representing Chagall himself happily at work, surveying the scene below him. The influence of Chagall's interest in, and work in, stainedglass compositions can be seen in the vivid blue and clear delineation of black India ink, creating a shimmering composition where the artist continues to play with myths and memories from life and loves.





#### PROPERTY FROM A PRIVATE GERMAN COLLECTION

11

#### LOVIS CORINTH (1858-1925)

Rosen und Flieder signed and dated 'LOVIS CORINTH 1918' (upper edge) oil on canvas 70.4 x 60.2cm (27 11/16 x 23 11/16in). Painted in Berlin in 1918

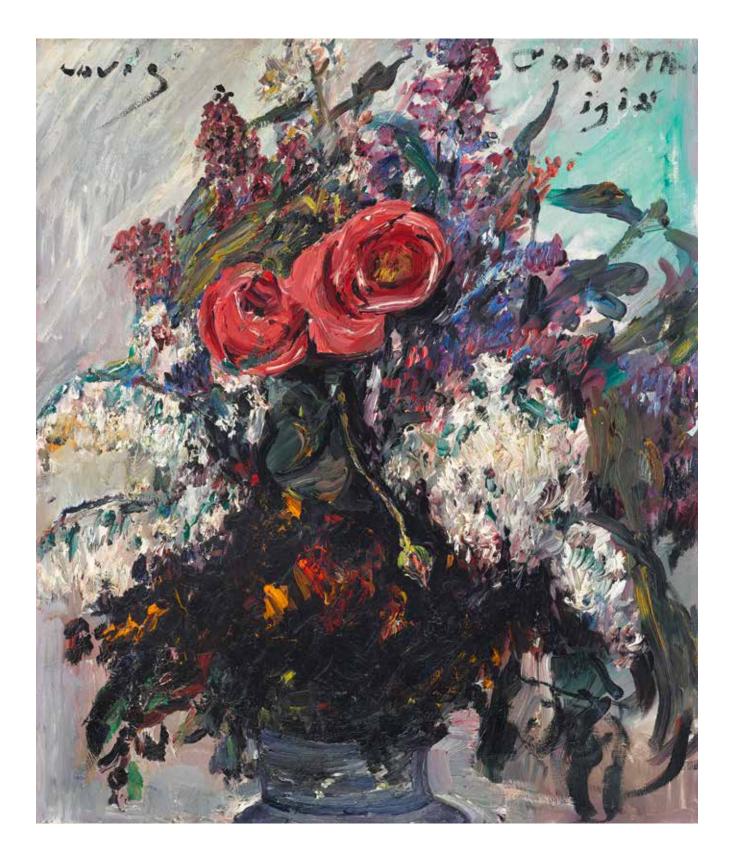
£250,000 - 350,000 €300,000 - 410,000 US\$320,000 - 450,000

#### Provenance

Frau S. Fischbein Collection, Berlin.
W. Kristeller Collection, Berlin.
Galerie Carl Nicolai, Berlin.
R. Zapp Collection, Düsseldorf.
Private collection, Nordrhein-Westfalen; their sale, Van Ham, Cologne, 26 November 2015, lot 12.
Private collection, Munich (acquired at the above sale).

#### Literature

C. Berend-Corinth, *Lovis Corinth, die Gemälde Werkverzeichnis*, Munich, 1992, no. 741 (illustrated p. 726).



# LOVIS CORINTH

### Rosen und Flieder \_\_\_\_



Lovis Corinth (1858-1925), *Totenkopf mit Eichenlaub*, 1921, Leopold-Hösch-Museum, Düren.



Edouard Manet (1832-1883), *Lilacs and Roses*, 1880, Private collection.

Teetering between formation and dissolution *Rosen und Flieder* achieves the intrinsic tension which so epitomises Lovis Corinth's late style. At once a hymn to nature and simultaneously an exploration of artistic gesture and technique which brings painting to the very limit of form, the present work is a superb example from Corinth's mature period – a phase now acknowledged as the pinnacle of his career, and one which launched him into the canon of great Modern painters.

Corinth did not turn his attention to the still life and flower paintings until relatively late in his career, but after 1911 they began to hold a special significance in his practice, becoming a favoured subject. In 1911, at the age of 53 and already an established artist, Corinth suffered a major stroke which partially paralyzed his left side. During his recovery his wife Charlotte, who had always been fond of plants and flowers, took to decorating their home with luscious floral arrangements in the attempt to inspire her husband to paint.

These compositions were the subject through which Corinth tentatively re-explored painting, newly concerned with the trauma of his near-death experience. He found the still life of flowers a fitting subject to express the transience of life and often incorporated a symbol of mortality or *memento mori* much in the manner of the Dutch and Flemish still life painters of the seventeenth century. In *Totenkopf mit Eichenlaub* (1921) for example, Corinth transforms the vase of the arrangement into a human skull, emphasising the lurking presence of death even in the midst of colour and vitality. Furthermore, as if to underline his association between the temporality of flowers and human life, Corinth took to painting flowers on his birthday, developing a habit that he had established from his early forties of painting a self-portrait at the passing of each year.

Executed in 1918, Rosen und Flieder was also painted at a time of political and artistic crisis for Corinth. It was the year which saw the military defeat of the German Empire followed by its internal collapse towards the end of the First World War. The downfall of the Prussian Empire deeply affected the artist, unsettling his dearly held Nationalist affiliations: 'Yesterday... Revolution broke out... I want to paint, to work, but where can I do that now?' he exclaimed, 'The future will become clear after our deaths... The end of Prussia and what it stands for' (L. Corinth, guoted in P.-K. Schuster, C. Vitali & B. Butts, (eds.), Lovis Corinth (exh. cat.), Munich, 1996, p. 19). These events, allied with the terrible loss of life and human suffering that the war had engendered, only served to increase Corinth's preoccupation with absence and death. As fighting drew to a close in October 1918, Corinth lamented: 'It is horrible and terribly sad. After the war there will be peace, but it will be the peace of the grave' (L. Corinth, guoted in J. Lloyd, 'Lovis Corinth: Intimations of Mortality', in P.-K. Schuster, C. Vitali & B. Butts, (eds.), ibid., p. 73). In Rosen und Flieder the abundance and vivacity of the floral arrangement is counterbalanced by the dark area, suggestive of decay, to the lower part of the composition. Daringly experimental in both configuration and technique, Corinth employs a cropped viewpoint - abruptly cutting the





Rachel Ruysch (1664-1750), *Flowers in a Vase, circa* 1700, Liechtenstein Museum, The Princely Collections, Vienna.

neck of the vase to focus solely on the flourishes of bloom and foliage. At the same time, Corinth does not shy away from a liberal use of black and earthy shades to describe the dead section of the bouquet. By contrast, he transforms this mass into a large triangular form so that it operates as a compositional device, naturally leading the eye to the point at the centre of the work and the succulent petals of the red roses. There is an inherent tension within the painting, expressed through so many other works of this period, that even in celebration of the magnificence of life and nature, a reference to its inevitable impermanence remains. Corinth 'no longer looks [at the visible world] with the eyes of an observer but, like a revenant, bearing within him the experience of the other, dark, side of human life, he works in imaginary regions' (H. K. Röthel in *Lovis Corinth, An Exhibition of Paintings* (exh. cat.), Munich, 1959, n. p.).

There is little doubt that Corinth's concentration on the decomposition of the flowers in *Rosen und Flieder* betrayed his fragile state of mind at the time of execution, however the technique employed also reveals his preoccupation with the material substance of paint itself. From the

beginning of his career Corinth sought 'modernity' in his painting. A quality which, regardless of the age of a work of art, enabled a painting to 'remain fresh and comprehensible to the public, invoking the impression that they had just been painted' (L. Corinth, quoted in P.-K. Schuster, C. Vitali & B. Butts, (eds.), *op. cit.*, p. 49). Consequently, he was highly receptive to the radical techniques of the French Impressionists at the turn of the century and most particularly to that of Edouard Manet, whom he considered as the master of nineteenth century painting and whose works he viewed at Paul Cassier's gallery in Berlin. Both artists devoted much time to the genre, sharing the same looseness of handling and painterly approach, however Corinth's technique, particularly evident in the late works, is distinguished by a shocking boldness and expressive force that belies the gently balanced compositions of his mentor.

In the late works there is a predilection for tantalisingly impasted surfaces and a liberation of technique which 'rejoices in painting wet upon wet, in painting colour upon colour, in smudging them and then in stopping suddenly and simply allowing them to glow; there is



Gerhard Richter (b. 1932), Fels, 1989, Gerhard Richter Archiv, Staatliche Kunstsammlungen Dresden, Dresden.

a quality of rage in making all this into a picture, into forcing a vision to emerge' (G. Bussmann, 'Lovis Corinth: The Late Works', in C. M. Joachimidies, N. Rosenthal & W. Schmied, *German Art in the 20th Century, Paintings and Sculpture 1905 – 1985*, London, 1985, p. 437). In *Rosen und Flieder*, as with the other paintings from the late *corpus*, the drama of Corinth's painting resides, as G. Bussmann explains, 'less in the subject itself than in the actual painting. It constitutes the primary reality of the picture' (G. Bussmann, *ibid.*, p. 437).

The bouquet of *Rosen und Flieder* is realised with just such drama. Loaded brush strokes of pink, blue, white and violet cascade down the composition, the vitality of the roses and lilac crystallised into eddies and peaks of solidified oil paint. The flowers themselves are expressively rendered, pigment smudged and daubed in such a way that the fullness and sumptuousness of the blooms is evoked rather than described. Meanwhile, the large expanse of viscous black to the lower part of the composition ceases to retain any mimetic approach in conveying the putrefying flowers. Rather, Corinth takes us to the very limit of painting

by foregrounding the vigorousness of the artist's gesture and the 'liquid' quality of the paint itself. Indeed, it is hard to overemphasize how startlingly modern these technical forays were for 1918 – a daring stride towards painterly abstraction which was later fully explored through the works of painters such as the Abstract Expressionist Willem de Kooning and Gerhard Richter. Four months before his death, Corinth made an entry in his diary which explicitly acknowledged the significance of his late works in achieving absolute, autonomous painting: 'I have discovered something new; true art is using unreality. That's the acme' (L. Corinth, quoted in G. Bussmann, *ibid.*, p. 437). Thus, it was through a dematerialisation of form and a subjective projection of the external world that Corinth was finally released from its transience.

#### PROPERTY OF THE HEIRS OF THE ARTIST

#### 12 MAURICE DENIS (1870-1943)

*Le Mystère de l'Assomption (première version)* signed with the artist's monogram (lower right) oil on canvas *124.4 x 79cm (49 x 31 1/8in).* Painted *circa* 1930

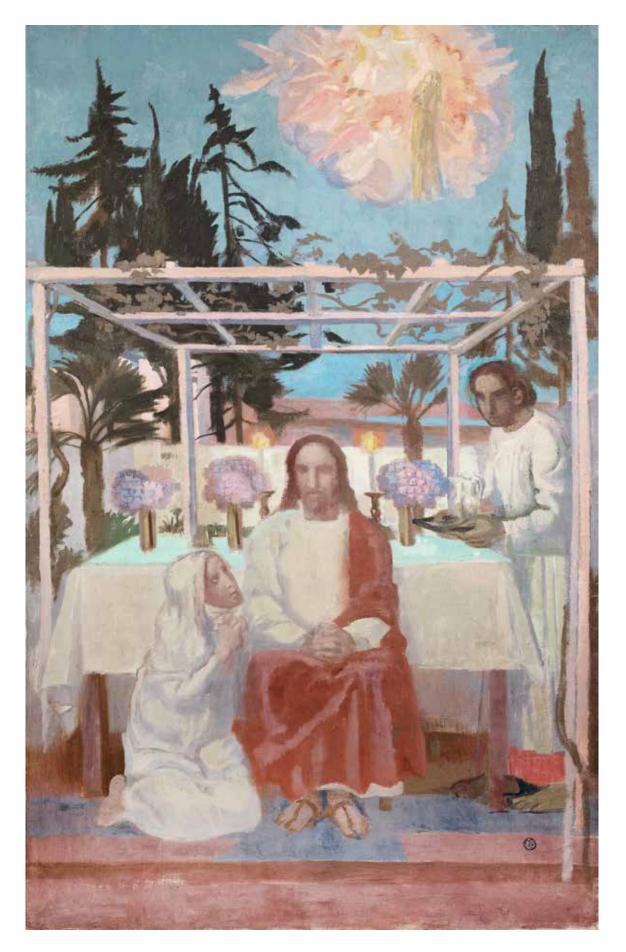
£50,000 - 70,000 €59,000 - 83,000 US\$64,000 - 90,000

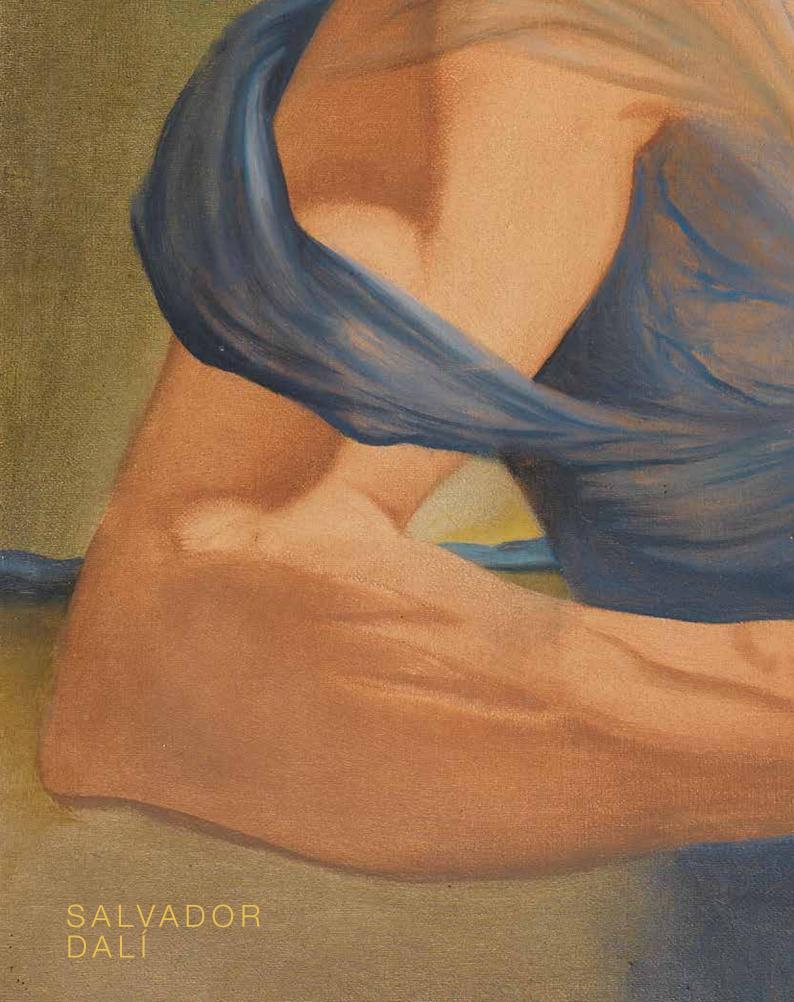
The authenticity of this work has kindly been confirmed by Madame Claire Denis. This work will be included in the forthcoming Maurice Denis *catalogue raisonné* currently being prepared.

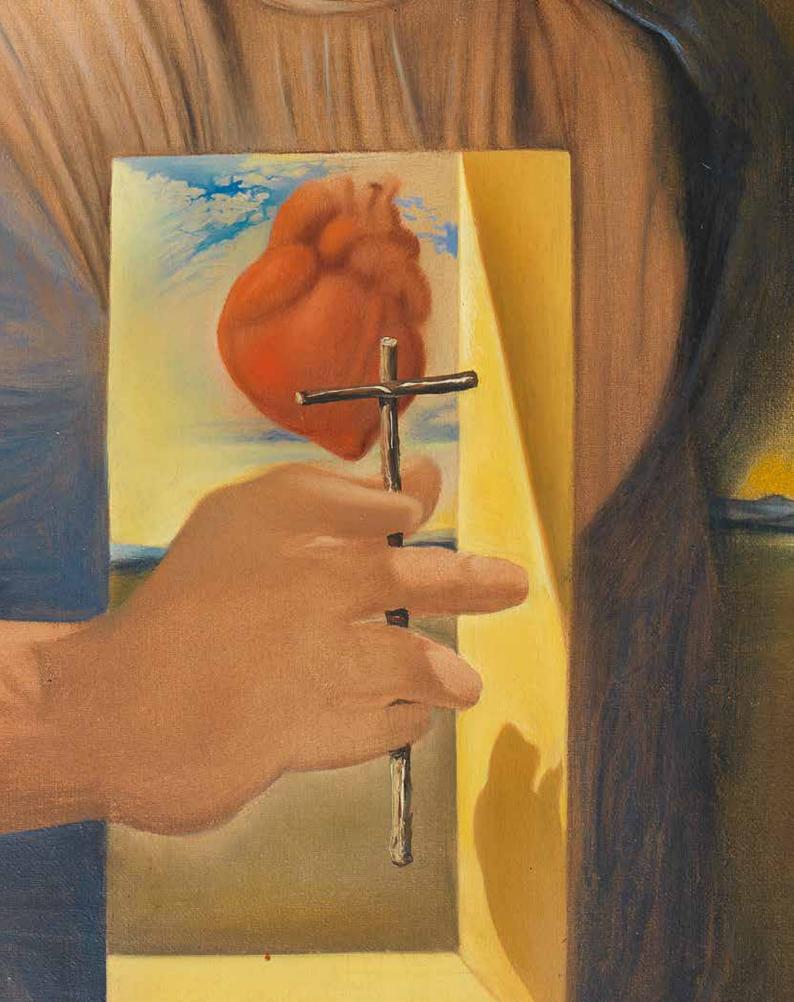
This work is also known as 'Jésus chez Marthe et Marie' or 'L'Evangile de l'Assomption'. A second version of this composition was painted in the same year and exhibited in Pittsburgh in 1933.

#### Provenance

The artist's family. Thence by descent to the present owner.







#### PROPERTY FROM A DISTINGUISHED SPANISH COLLECTION

13 AR

#### SALVADOR DALÍ (1904-1989)

*Coeur-Sacré de Jésus* signed and dated 'Dalí 1962' (lower left) oil on canvas 86.5 x 61.4cm (34 1/16 x 24 3/16in). Painted in 1962

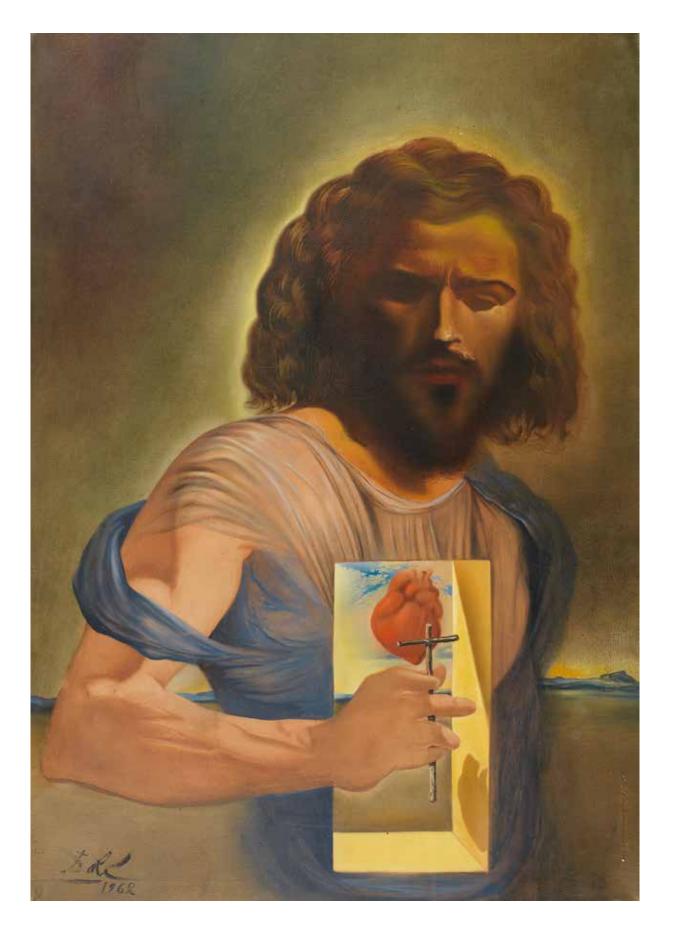
£800,000 - 1,200,000 €950,000 - 1,400,000 US\$1,000,000 - 1,500,000

#### Provenance

Harry G. John Collection, Milwaukee (commissioned directly from the artist in 1961). Erica P. John Collection, US (by descent from the above); her sale, Sotheby's, New York, 26 February 1990, lot 137. Anon. sale, Lyon Brotteaux, Lyon, 13 June 1990, lot 28. Private collection, Girona (acquired at the above sale).

#### Literature

R. Descharnes & G. Néret, *Salvador Dalí 1904 - 1989, The Paintings*, Vol. II, *1946 - 1989*, Cologne, 2007, no. 1218 (illustrated p. 546). Fundació Gala-Salvador Dalí (eds.), *Salvador Dalí, catalogue raisonné of paintings*, Vol. IV, *1952 - 1964*, online catalogue, 2014, no. 792 (illustrated).





## SALVADOR DALÍ

### Coeur-Sacré de Jésus

Coeur-Sacré de Jésus is a devout composition marking Dalí's return to religion and classicism in the 1950s and 60s, commissioned by an American philanthropist who founded the world's largest Catholic charity. The present work offers an insight into Dalí's personal beliefs, contradictory as they may have been, and illustrates the prevailing influence of the Renaissance Masters.

Painted in 1962, *Coeur-Sacré de Jésus* followed a series of religious paintings, apparently supporting the artist's wholehearted return to Catholicism. Following his homecoming to Europe from America in 1948 Dalí painted two versions of *Madonna of Port Lligat*, one of which he actually submitted to Pope Pius XII for approval. When an election for a new Pope took place in 1958, Dalí supported the successful Cardinal Angelo Giuseppe Roncalli to the extent that he made Roncalli's ear the subject of his *trompe-l'œil* composition *The Sistine Madonna*. Dalí even re-examined his civil marriage to wife Gala in 1934, choosing to marry again in a Catholic ceremony in 1958: 'this time I want it to be affirmed and made sacred by the Catholic Church' (S. Dalí, *The Secret Life of Salvador Dalí*, New York, 1942, p. 394).

Powerful, vast works such as *Christ of St. John of the Cross* (1951), *The Sacrament of the Last Supper* (1955) and *The Ecumenical Council* (1960) illustrate Dalí's spiritual reawakening, in a thematic and stylistic sea-change derided by the Surrealists: 'Breton wrote... [Dalí has] returned to the bosom of the Catholic church and to the 'artistic ideal of the Renaissance', and who nowadays quotes letters of congratulation and the approval of the Pope' (R. Descharnes & G. Néret, *Salvador Dalí 1904-1989, The Paintings*, Vol. II, *1946* - 1989, Cologne, 2007, p. 423). The Christian subject matter, delicate handling and above all, lack of shock value in *Coeur-Sacré de Jésus* certainly separate this work from those of his Surrealist years.

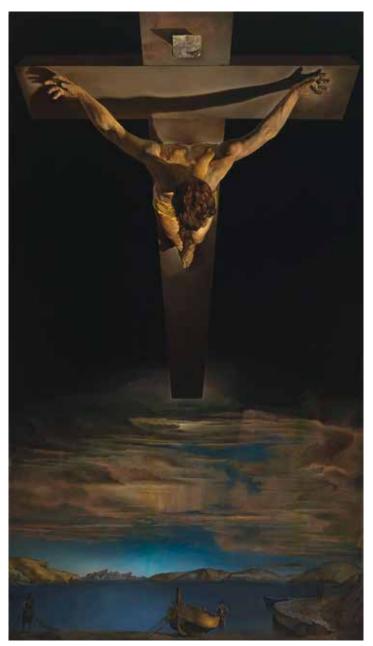
The reasons for Dali's return to religion may be manifold, but many critics have pointed to the political climate in Europe following the devastation of both the Spanish Civil War and World War II. Reminiscent of the wish for a 'return to order' following World War I, Dalí shared the desire for peace, believing 'the unity of Europe will be made, and can only be made, under the sign of the triumph of Catholicism' (S. Dalí, *op. cit.*, p. 395).

The artist's voracious interest in contemporary developments in science and technology has also been linked to his renewed faith. Following the explosion of the atom bomb in August 1945, Dalí looked to create a blend of atomic theory and Catholicism in an approach he termed 'nuclear mysticism': 'the extraordinary progress made in nuclear physics [was] a science he felt would lead the younger generation back to religious faith and to mysticism' (R. Descharnes & G. Néret, *op. cit.*, p. 445). To Dalí, science and religion went hand in hand. Writing in his *Anti-Matter Manifesto*, which was published in a New York exhibition catalogue, he declared: 'if the physicists are producing anti-matter, let it be allowed to the painters, already specialists in angels, to paint it' (S. Dalí, *Anti-Matter Manifesto*, 1959, reproduced in H. Finkelstein, (ed.), *The Collected Writings of Salvador Dalí*, Cambridge, 1998, p. 366).

However, Dalí's very interest in scientific developments such as holography and cryonics perhaps also hint at a crisis of faith. Towards the 1970s the artist explored these technologies as a means of attaining

'Heaven is to be found, neither above nor below, neither to the right nor to the left, heaven is to be found exactly in the center of the bosom of the man who has faith!'

- Salvador Dalí



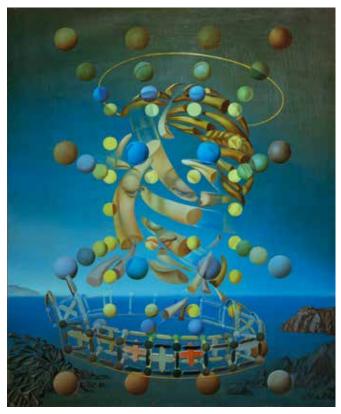
Salvador Dalí (1904-1989), Christ of St. John of the Cross, 1951, Kelvingrove Art Gallery and Museum, Glasgow.

immortality: 'Dalí was deeply afraid of death. Any and every recipe for immortality was welcome, and he collected them as others collect cooking recipes, hoping that one would work' (R. Descharnes & G. Néret, *op. cit.*, p. 700). Following the death of his beloved wife Gala in 1982, Dalí attempted suicide through dehydration, hoping even then that it would allow him a future rejuvenation. In typical Dalínian fashion, the artist was ambiguous about the strength of his religious faith. After calling for a union under the banner of Catholicism in his 1942 autobiography, he ends on a wistful post-script: 'At this moment I do not yet have faith, and I fear I shall die without heaven' (S. Dalí, *op. cit.*, p. 400).

Robert Descharnes suggests that Dalí used religion partly as a vehicle to explore the wider sphere of the mystical and the sacred, and indeed the artist wrote a treatise on mysticism in 1953 in which he displayed

his characteristic modesty: 'I have an unusual weapon at my disposal to help me penetrate to the core of reality: mysticism – that is to say, the profound intuitive knowledge of what is, direct communication with the all, absolute vision by the grace of Truth, by the grace of God. More powerful than cyclotrons and cybernetic calculators, I can penetrate to the mysteries of the real in a moment...Mine the ecstasy I cry! The ecstasy of God and Man. Mine the perfection, the beauty, that I might gaze into its eyes!... By reviving Spanish mysticism I, Dalí, shall use my work to demonstrate the unity of the universe, by showing the spirituality of all substance' (S. Dalí quoted in R. Descharnes & G. Néret, *op. cit.*, p. 407).

For Dalí, the transcendent act of communing with God, the very act of faith, was perhaps more important than the belief system itself. In his *Mystical Manifesto* he spoke out against modern art, believing it to be unrooted:



Salvador Dalí (1904-1989), La madone de Raphaël à la vitesse maximum, 1954, Centro de Arte Reina Sofia, Madrid.



Francisco de Zurbarán (1598-1664), *The Crucifixion, circa* 1630, Private collection.

## 'I want my next Christ to be a painting containing more beauty and joy than anything that will have been painted up to the present'

#### Salvador Dalí

'the decadence of modern painting comes from scepticism and lack of belief' (S. Dalí, *Mystical Manifesto*, 1951, reproduced in H. Finkelstein, *op. cit.*, p. 365). Those who believed in nothing, painted nothing.

Dalí's interest in religion occasionally centred perhaps more on the rituals and display of devotion than its teachings and moral values, and he once admitted only attending church services in Port Lligat in order to set a good example to its inhabitants. *Madonna* of *Port Lligat* of 1949 can be read as more of an homage to Gala, transformed into the deified figure of the Madonna, than a traditional rendering of the Christian figure. Dalí declared himself not only a genius in 1965, upon the publication of his *Diary of a Genius*, but also God-like when painting himself as Christ in *The Railway Station at Perpignan*, complete with crown of thorns and bleeding wounds.

No such injuries mar the subject of the present work, in which only a small crucifix bears testimony to Christ's suffering. In *Coeur-Sacré de Jésus* we see an unusually muscular and attractive Christ who

illustrates the artist's belief that 'eroticism is the royal road of the spirit of God' (S. Dalí quoted in R. Descharnes & G. Néret, *op. cit.*, p. 434). A young man in his prime, his hair is thick and lustrous, his powerful arms emphasised by folds of delicate drapery. Jesus in the present work is strong, physical, vital, and recalls the figure in Dalí's 1951 *Christ of St. John of the Cross*, for which the artist used a Hollywood stuntman as his model, suspending him from an overhead gantry in order to accurately capture the pull of gravity on his body. Christ's divinity in the present work however, is reminded to us in the gentle halo of light around his hair and person and the delicate cross he holds. As corporeal as Dalí depicts him, his lower torso fades softly into the foreground, reminding us of the *The Sacrament of the Last Supper* in which Jesus shimmers with a stunning translucence.

Coeur-Sacré de Jésus shows that the eroticism of Dali's earlier oeuvre was clearly not abandoned in his stylistic and thematic shift - the artist painted perhaps his most sexualised work of all, *Young Virgin Auto-Sodomized by her Own Chastity* in 1954, in the midst of these religious



Salvador Dalí (1904-1989), The Sacrament of the Last Supper, 1955, National Gallery of Art, Washington D.C.

compositions. In contrast to the tortured figures of old, 'I want my next Christ to be a painting containing more beauty and joy than anything that will have been painted up to the present' (S. Dalí, *Mystical Manifesto*, 1951, reproduced in H. Finkelstein, (ed.), *op. cit.*, pp. 365 - 366).

Placed in the lower third of the present work (perhaps intentionally within the golden section) is a window in Christ's chest, revealing his heart within. The dark sky of the bleak background lightens to blue when seen through the prism of his heart, and strong sunshine casts shadows on the sill of the painted window. The title *Coeur-Sacré de Jésus* refers to the common devotion within Roman Catholicism to Jesus' physical heart, standing as a representation of his love for humanity, and reminds us of Dalí's *The Royal Heart* from 1953, which was made of gold and rubies, complete with a moving mechanism to allow it to beat. The sacred heart of Jesus appears to embody Dalí's own belief, voiced in the closing words of his autobiography, that 'Heaven is to be found, neither above nor below, neither to the right nor to the left, heaven is to be found exactly in the center of the bosom of the man who has faith!' (S. Dalí, *op. cit.*, p. 400).

Coeur-Sacré de Jésus pairs the most traditional of subjects with a classical style of painting. Unlike compositions such as *La madone de Raphaël à la vitesse maximum* in which Dalí used his interest in nuclear physics to create an atomic disintegration of a subject, here Christ is solid, his hair clearly delineated, the delicate swathes of white cloth and Madonna-like blue robe softly captured, and his face and arms modelled with strong *chiaroscuro*. Dalí had long been interested in the Old Masters, and as a young student would copy the works at the Museo del Prado whilst yet experimenting with Cubism and Futurism, before embracing Neoclassism in beautifully rendered portraits in the 1920s. He particularly admired the seventeenth century Spanish artist Francisco de Zurbarán, the 'Spanish Caravaggio' for his precise and skilful use of light and shadow, whose influence can certainly be read in the present work.

Having parted from Surrealism in the mid-1930s, Dalí's love for the Renaissance was renewed. In his 1948 *Fifty Secrets of Magic Craftsmanship* Dalí criticised modern artists such as Cézanne for being too abstract (possessing 'two clumsy hands' (S. Dalí, *Fifty Secrets of Magic Craftsmanship*, 1948, reproduced in H. Finkelstein, op. cit., p. 351))



Salvador Dalí (1904-1989), Madonna of Port Lligat, 1949, Marquette University, Milwaukee, Wisconsin.

and yet in a typical Dalínian dichotomy, continued all the while with his own artistic experiments such as shooting nails and ink-filled bullets out of an arquebus. However, in this treatise he expounded on the beauty of symmetry, the golden section and correct perspective, whilst deriding modern artists who he felt daubed paint crudely and clumsily onto the canvas without thought. When applied in the manner of the Masters however, both the oil paint and the process of painting became a mystical experience, 'spiritualized to the point of giving us the illusion that they painted their pictures with elements of heaven' (S. Dalí, *Fifty Secrets of Magic Craftsmanship*, 1948, reproduced in H. Finkelstein, *ibid.*, p. 355).

That *Coeur-Sacré de Jésus* was commissioned by a devout Catholic only reaffirms its, and Dalí's, sincerity. Harry G. John (1919-1992) was an American businessman, heir to the Miller Brewing Company, and a deeply religious philanthropist. In addition to funding charities in India, West Africa, the Philippines and his home town of Milwaukee, he established the De Rance Foundation in 1946.

Named after a seventeenth century abbot of a French monastery, the foundation became the world's largest Catholic charity, donating to missionaries and even funding an attempt to locate Noah's Ark.

Dali's friend and advisor, the Carmelite monk Father Bruno Froissart, wrote that Dalí 'wanted to paint heaven, to penetrate the heavens in order to communicate with God. For him, God is an intangible idea, impossible to render in concrete terms. Dalí is of the opinion that He is perhaps the substance being sought by nuclear physics... At heart a Catalonian, Dalí needs tactile forms, and 'that applies to angels, too" (R. Descharnes & G. Néret, *op. cit.*, p. 424). In *Coeur-Sacré de Jésus* he captures a very tangible, physical and beautiful Christ, modelled with thoughtful academic technique looking back to the Renaissance Masters he so admired. Moreover, the present work illustrates not only Dali's fundamentally Catholic faith, but his interest in mysticism and the very act of belief, beautifully exemplifying his theory that heaven is to be found in the heart of the individual.

#### PROPERTY FROM A DISTINGUISHED BELGIAN COLLECTION

14 AR **RENE MAGRITTE (1898-1967)**  *Le bain de cristal* signed 'Magritte' (lower left) sanguine on paper *47.6 x 36.5cm (18 3/4 x 14 3/8in).* Executed *circa* 1946 - 1949

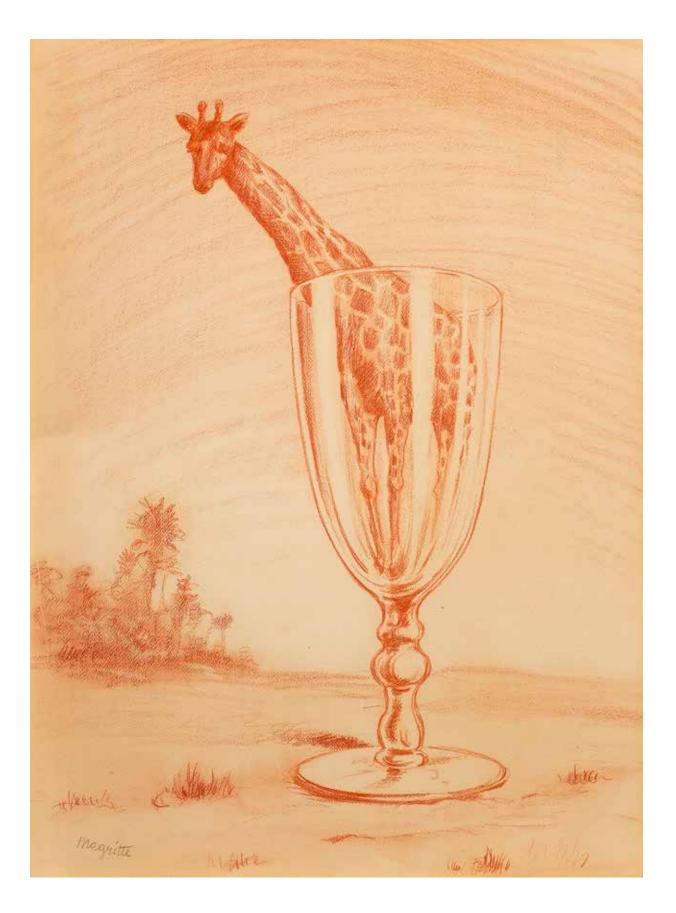
£150,000 - 200,000 €180,000 - 240,000 US\$190,000 - 260,000

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

**Provenance** Galerie Govaerts, Ostend. Private collection, Belgium (acquired from the above *circa* 1970 - 1975).

## 'Mystery is not one of the possibilities of the real; it is that which is necessary in order for the real to exist'

- René Magritte



# RENE MAGRITTE

### Le bain de cristal



Sketch by Magritte enclosed with the letter to Pierre Andrieu, Autumn 1946, Musée nationale d'art moderne centre Georges Pompidou, Paris.

'If we accept the reality of [a] secret desire which justifies the use of metaphor, we can also understand why we are affected by the sight of an ordinary object placed in an unfamiliar and lonely setting: our secret desire is for a change in the order of things, and it is appeased by the vision of a new order (isolation) [...] the fate of an object in which we had no interest suddenly begins to disturb us' (R. Magritte in a letter to the Belgian writer and Surrealist André Souris in 1932, quoted in M. Draguet & C. Goormans, 'Once the image is isolated what happens to the mind?' in A. Umland, (ed.), *Magritte, The Mystery of the Ordinary, 1926 - 1938* (exh. cat.), New York, 2013, p. 154).

Le bain de cristal issues from a series of works on paper that René Magritte executed of this iconic subject from 1946 – 1949. Drawing on a key theme which had galvanised Magritte's practice from the early 1930s, the image aptly expresses the aims he sought within his art, namely to invoke the unfamiliar and thus to reveal the inherent mystery which lay at the heart of reality. In a letter to the dealer Alexandre lolas, on 2 March 1950, Magritte also appears to express a particular fondness for this subject. While asking lolas to identify the paintings that were most likely to sell in an exhibition at his gallery in New York in September 1949, in which Magritte had included a gouache of the present subject, he was careful to add: 'let that not mean that those which don't sell (like, for instance, the wonderful gouache, *Le bain de cristal*) should be torn up' (R. Magritte, quoted in D. Sylvester (ed.),



René Magritte (1898-1967), Le bain de cristal, 1949, Private collection.

René Magritte, Catalogue Raisonné, Vol. IV, Gouaches, Temperas, Watercolours and Papier Collés 1918 - 1967, Antwerp, 1994, p. 132). The first known version of this image was one of twelve drawings made to illustrate a new edition of poems entitled Les Nécessités de la vie et les consequences des rêves précédés d'Exemples by the fellow Surrealist and poet Paul Eluard in 1946. In an associated sketch that Magritte offered to the collector Pierre Andrieu, and now in the collection of the Musée national d'art modern Centre Georges Pompidou, an inscription alongside the motif reads, 'The cut-glass bath' (Giraffe in a glass) (sunlit) impressionist technique'. In the drawing that Magritte executed for Eluard's collection of poems his reference to this 'impressionist technique' is discernible. Surrounding the glass and its unlikely inhabitant are a flurry of short, sinuous lines expanding in a circular direction from an orb of empty space (suggestive of the sun) to the left. This technique chimed with the impressionist style that Magritte was espousing in his painting at the time and references the 'sunlit' Surrealism that he was at pains to establish among his Surrealist counterparts at the time of execution.

During the Second World War Magritte began to reformulate the tenets of Surrealism in a manner which positively responded to the dark reality war had engendered. Writing to Paul Eluard towards the end of 1941, Magritte articulates the change that his work has undergone, 'for some time now I've been enjoying working. No doubt I needed to find the means of realising what was tormenting me: pictures in which I



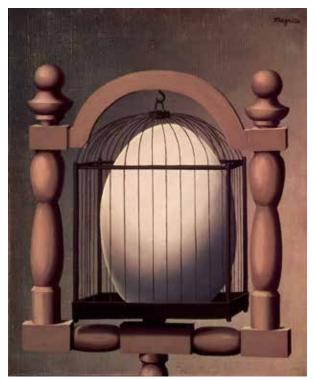
René Magritte in 1950.

would explore the 'bright side' of life... I have succeeded in freshening the air of my painting: a quite powerful charm has now replaced the disquieting poetry I used to strive for in my pictures' (R. Magritte, quoted in D. Sylvester, *Magritte*, London, 1992, p. 257). During 1940, when Magritte had fled from occupied Brussels to France, he produced relatively little work, but as he started to paint once again Magritte began to infuse his new compositions with illumination and light, employing feathered, vibrant brush work much in the manner of Pierre-Auguste Renoir – prompting many commentators to refer to this phase as his 'Renoir period' – a term which the artist did not accept.

In the present work however, and similarly in the gouache that Magritte realised of the same subject in 1946, he uses the same smooth handling and customary tonality that he had employed in the pre-war years. Despite the fervour with which Magritte expounded his new conceptualisation of Surrealism he continued to return to his habitual style.

From the beginning of 1946 to spring 1947, of the 60 gouaches he executed, only half were rendered in a quasi-Impressionist manner. What remained constant for Magritte was the referencing of reality to create a work of astonishing mystery which provoked a 'bewildering' poetic effect within his viewers: 'Mystery is not one of the possibilities of the real; it is that which is necessary in order for the real to exist' (R. Magritte, quoted in S. Gablik, *Magritte*, London, 1970, pp. 11 - 12).

In *Le bain de cristal* Magritte has conjured a bizarre and baffling scene. Set within a barren desert landscape, broken only by a cluster of palm trees to the distance, a gigantic crystal glass has appeared to the foreground, holding within it a seemingly life-size giraffe. The immediate incongruity of the union is captivating. Why is the giraffe standing in a crystal glass? How on earth did it come to be there? Why is the glass so large? The internal questions come tumbling from us unabated. This typical method of displacing objects borrowed from



René Magritte (1898-1967), Les affinites electives, 1933, Private collection.

reality and resituating them in an unfamiliar context had been employed by Magritte from the early 1930s and developed a theory of the 'Surrealist object' that had been raised by the founder of Parisian Surrealism, André Breton, from around 1924.

In Breton's definition, the aim of Surrealism was the 'rehabilitation of an object': 'alienating it from its habitual context so that its purpose would become unknown, or at least altered. This would serve to awaken the latent life in objects – it would enlarge [their] experience of them, which otherwise tends to be bound by utility and guarded by common sense' (S. Gablik, *ibid.*, p. 102). Another source for developing the Surrealist conceptualisation of the object was the absurdist prosepoem *Chants de Maldoror* by the Comte de Lautréamont of 1938. In this ground-breaking work, Lautréamont linked objects within the text in a completely illogical and unconnected fashion, as illustrated in the much-cited phrase: 'as beautiful as... the fortuitous encounter upon an operating table of a sewing machine and umbrella' (S. Gablik, *ibid.*, p. 44). The Surrealists including Magritte were highly influenced by these writings, and in 1948 Magritte supplied 77 illustrations for a later edition of Lautréamont's *Oeuvres complètes*.

In contrast to the Surrealists however, who emphasized the role of chance in juxtaposing unrelated objects, Magritte considered that every

object was linked to another by means of a fundamental, rational logic which needed to be discovered deep within our consciousness. As such, Magritte set about carefully searching for the hidden affinities between objects, and began to conceive of painting as a way of resolving this intrinsic philosophical problem visually. Works such as *Les affinities electives* from 1933 intuitively served to provoke the disturbing, jolting effect so desired by Magritte, but it was not until 1936 that he became aware of the means of his methodology, a realisation which was to guide his investigations into the problem between objects until his death:

'One night in 1936, I awoke in a room in which a cage and the bird sleeping in it has been placed. A magnificent error caused me to see an egg in the cage instead of the bird. I then grasped a new and astonishing poetic secret, because the shock I experienced had been provoked precisely by the affinity of the two objects, the cage and the egg, where previously I used to provoke this shock by causing the encounter of unrelated objects. Ever since that revelation I have sought to discover if objects other the cage could not likewise manifest – by bringing to light some element peculiar to them and rigorously predetermined' (R. Magritte, 'La Ligne de vie' lecture given in Antwerp on 20 November 1938, quoted in S. Gablik, *ibid.*, p. 104).



René Magritte (1898-1967), Les vacances de Hegel, 1958, Private collection.

The motif of the glass was one that Magritte returned to time and again throughout his oeuvre. However, *Le bain de cristal* appears to be the earliest known example of Magritte exploring the metaphysical links underlying this particular object. In *Les valeurs personelles* (1952), he invests the same stemmed glass with almost anthropomorphic qualities, placing it within a set-like environment alongside a comb, powderpuff and match. Meanwhile, a stemmed glass is levitated into the evening sky and intersected with a floating baguette in *La force des choses* (1958) and in 1960 he presents an enormous crystal champagne coupe in an empty landscape (much akin to *Le bain de cristal*) with a cloud hoovering just at its rim. In *Les vacances de Hegel* of 1958 Magritte uniquely employs

These pictorial devices modify our spatio-temporal experience of the scene by emphasising the integral artifice of the image. Magritte always maintained the unequivocal character of the painting as an image rather than a representation of reality: 'It is not a cigar one sees but an *image of a cigar*' (R. Magritte, quoted in S. Gablik, *ibid.*, p. 106). Writing in 1938, he described the landscape as if it were the two-dimensional backdrop upon which he could place his object protagonists, 'Despite the shifting abundance of detail and nuance in nature, I was able to see a landscape as if it were only a curtain placed in front of me... I became uncertain of the depth of fields, unconvinced of the remoteness of the horizon' (R. Magritte, quoted in S. Whitfield, *Magritte*, (exh. cat.), London, 1992, pp. 14 – 15).

a filled glass balancing atop an umbrella as a visual synthesis of the Hegelian dialectic which underpins much of Magritte's own thinking - a process based on conceptual paradox in which conflicting possibilities come together to form a coherent 'solution'.

Returning to ponder the secret affinity between the glass and the giraffe: could it be that their shared long neck is the intrinsic logic which brings them together? Or could the connection be a witty riposte to Dalí's *Burning Giraffe* of 1936 - 1937? A work with which Magritte was certainly familiar and not enamoured with.



The present work is realised in sanguine, a red chalk that Magritte often used to complete stand-alone large drawings to feature alongside the series of paintings or works on paper of the same subject. One such example is Le Balcon (circa 1949) of the same size and likely to have been executed around the same time as Le bain de cristal, which now resides in The Art Institute of Chicago. In these drawings, there is а sensitively and immediacy of touch which distinguishes them from the more

René Magritte (1898-1967), La corde sensible, 1960, Private collection.

Despite the incongruity of coupled animal and object, what is perhaps more baffling still is the extraordinary change in scale which has taken place and we begin to wonder if we have not been hoodwinked into a glorious pictorial deception. Indeed, within the differing versions of *Le bain de cristal*, apart from a switching of the giraffe's profile from left to right, the only other alterations are employed to deliberately confound our perception of scale and space.

In the gouache from 1949 along with the present drawing, Magritte sets the glass directly before our eye line while the palm trees are depicted in the far distance giving the impression that the glass is in fact to the scale of a normal sized glass. An entirely plausible assumption until we realise the impossibility of a miniature giraffe. Meanwhile, in the gouache from 1946, the goblet has metamorphosed into a magnificent tower of crystal the same size as a tree depicted further to the foreground to emphasise the scale of the glass.

highly worked paintings or ephemeral sketches. In *Le bain de cristal*, the earthy tone of the sanguine lends itself to the presentation of the parched desert landscape as well as the natural colouring of the giraffe itself, yet it also underscores the conceptual power of the work by emphasising the aridity of the scene - the notion of the giraffe bathing within the empty crystal glass is rendered even more futile and absurd.

As with so many other works by Magritte, *Le bain de cristal* remains an interpretive mystery. A conceptual conundrum which gestures towards the complexities and paradoxes of lived experience. Magritte strongly resisted any attempt to decipher his imagery or fathom its meaning. Rather, it is through the interstices of understanding experienced by his viewers that he evokes the underlying mystery of our existence.



The Dalí family in 1910.

#### PROPERTY FROM A DISTINGUISHED SPANISH COLLECTION

#### 15 AR

#### SALVADOR DALÍ (1904-1989)

Retrat de l'àvia Anna cosint indistinctly signed 'Dalí' (lower centre) oil on canvas 36.7 x 29.6cm (14 7/16 x 11 5/8in). Painted circa 1919 - 1920

#### £100,000 - 150,000 €120,000 - 180,000 US\$130,000 - 190,000

#### Provenance

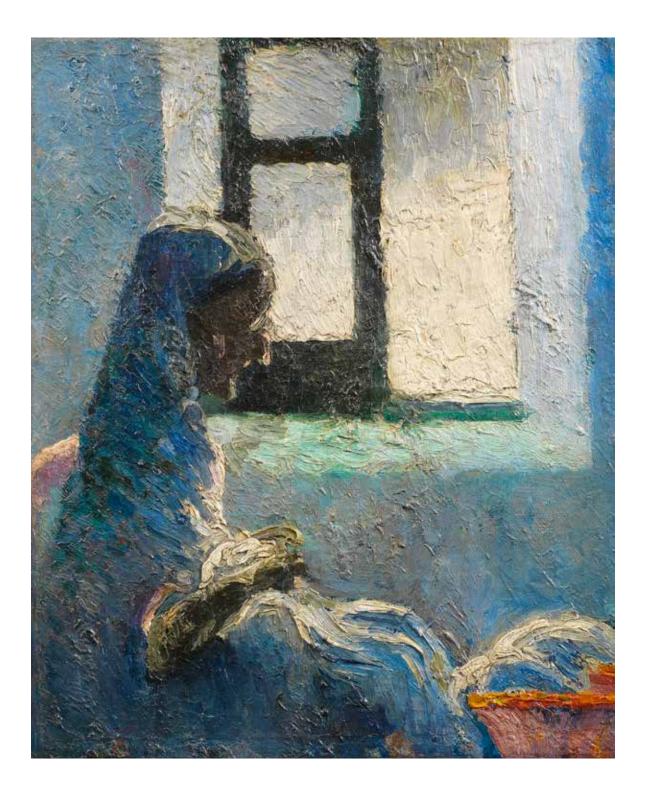
Ana María Dalí Collection, the artist's sister, Cadaqués. Joan Abelló Prat Collection, Spain. Broadway Art Gallery, Worcestershire, by 1964 (acquired from the above). Private collection, UK. Anon. sale, Palais Galliera, Paris, 5 December 1971, lot 28. John Peter Moore Collection, Cadaqués. Private collection, Spain (acquired directly from the above).

#### Exhibited

Heidelberg, Schloß Heidelberg, Salvador Dalí: Gemälde, Zeichnungen, Objekte, Skulpturen, 2 October - 4 November 1981 (titled 'Die Grossmutter' and dated 1924).
Perpignan, Palais des Rois de Majorque, Salvador Dalí, 1904: huiles, dessins, sculptures, August - September 1982, no. 3.
Toulouse, Réfectoire des Jacobins, Dali à Toulouse, November 1983 -January 1984.

#### Literature

Fundació Gala-Salvador Dalí (eds.), *Salvador Dalí, catalogue raisonné of paintings*, Vol. I, *1910 - 1930*, online catalogue, 2004, no. 51 (illustrated). R. Descharnes & G. Néret, *Salvador Dalí 1904 - 1989, The Paintings*, Vol. I, *1904 - 1946*, Cologne, 2007, no. 56 (illustrated p. 32).



#### PROPERTY FROM A PRIVATE ROMAN COLLECTION

#### 16 AR

#### GIACOMO BALLA (1871-1958)

Progetto per decorazione con motivo delle 'Compenetrazioni iridescenti' signed 'BALLA' (lower left) and indistinctly inscribed (upper edge) gouache and pencil on paper 15.7 x 22.3cm (6 3/16 x 8 3/4in). Executed circa 1914

£20,000 - 30,000 €24,000 - 36,000 US\$26,000 - 39,000

The authenticity of this work has kindly been confirmed by Dott.ssa Elena Gigli.

#### Provenance

Casa Balla, Rome, no. 537. Private collection, Rome (acquired directly from the daughter of the artist, Elica Balla, in the late 1980s).

#### Exhibited

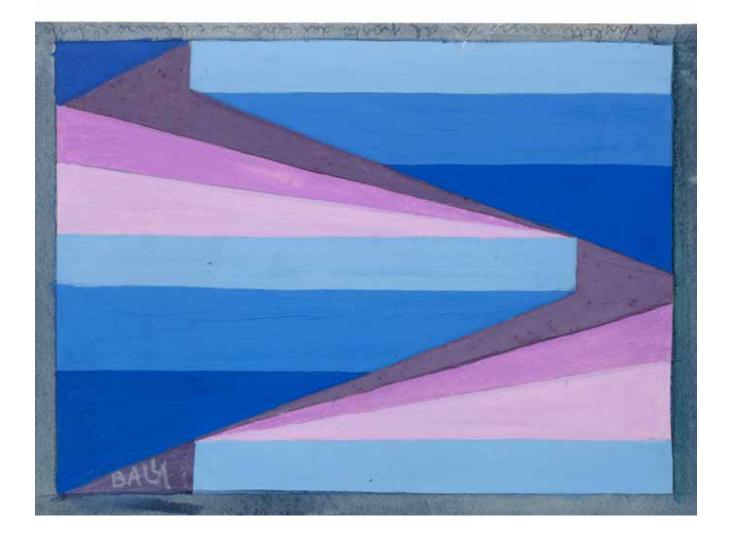
Rome, Fondazione Adriano Olivetti, *Luce e pittura in Italia 1850 - 1914*, 23 April - 11 May 2002 (later travelled to Brussels & Livorno).

Progetto per decorazione con motivo delle 'Compenetrazioni iridescenti' belongs to a series of works that Giacomo Balla executed between 1912 and 1914. In these works, the aim of the artist was to capture the effect and the essence of light and movement. Balla started working on this subject in the winter of 1912 while he was living in Düsseldorf. There, he admired light passing through the cathedral stained-glass windows and was fascinated by the shimmering shafts which filtered through the opulent segments and suffused the air with colour. The series of paintings that Balla developed in these years were among the first abstract experiments in Europe, and his interest in the visual effect of light and colour was to influence all of his subsequent Futurist work.

In a letter to his family, dated 5 December 1912, the artist introduced the themes of the *Compenetrazioni iridescenti*: 'My dear ones. First of all just enjoy this little spectrum because I am positive you will like it; it is the result of endless testing and re-testing which finally achieves its aim of delighting through simplicity. This work will produce other changes in my painting and, through observation from life, the spectrum will reveal and convey innumerable colour sensations' (G. Balla, quoted in M. Fagiolo dell'Arco, *Balla. The Futurist*, New York, 1987, p. 20).

While experimenting with colour variations within the spectrum, Balla also set about finding a formal arrangement which most appropriately conveyed the fleeting nature of light itself. As seen in *Progetto per decorazione con motivo delle compenetrazioni iridescenti*, Balla settled upon a 'V' shape construction which was realised in the converging lines of an isosceles triangle. This dynamic shape was a fitting symbol for Balla to encapsulate the inherent movement of his intangible subject and its integration into an overall geometric scheme looked back to the panes of tessellating glass that he had appreciated in windows of Düsseldorf Cathedral.

In the present study, executed *circa* 1914, the optical effect of intersecting horizontal and diagonal lines creates a sense of dynamism which is only underscored by the optical transition from warm to cold pigments. This simple juxtaposition of form and colour imbues the work with a harmonic rhythm and aptly expresses Balla's innovative approach in capturing the immaterial.



#### PROPERTY FROM A PRIVATE ROMAN COLLECTION

17 AR

#### **ROBERTO MARCELLO BALDESSARI (1894-1965)**

Dinamismo di forme (forme dinamiche 22) signed 'R.M. BALDESSARI' (lower centre) oil on board 43.8 x 35.5cm (17 1/4 x 14in). Painted circa 1915

£18,000 - 20,000 €21,000 - 24,000 US\$23,000 - 26,000

The authenticity of this work has kindly been confirmed by the Archivio unico per il catalogo delle opere futuriste di Roberto Marcello Baldessari.

#### Provenance

Enrico Alessandri Collection, Milan. Private collection, Catania. Private collection, Rome. Thence by descent to the present owner.



# PROPERTY FROM A PRIVATE ROMAN COLLECTION

18 AR

# GIULIO D'ANNA (1908-1978)

Aerei caproni in volo su paesi dei monti Peloritani signed 'G. D'ANNA FUTURISTA' (lower left) oil on canvas 75.4 x 87cm (29 11/16 x 34 1/4in). Painted circa 1929 - 1930

£25,000 - 35,000 €30,000 - 41,000 US\$32,000 - 45,000

The authenticity of this work has kindly been confirmed by the Archivio Storico dei Futuristi Siciliani.

# Provenance

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

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



# PROPERTY FROM A PRIVATE ITALIAN COLLECTION

# 19 AR

# ALBERTO MAGNELLI (1888-1971)

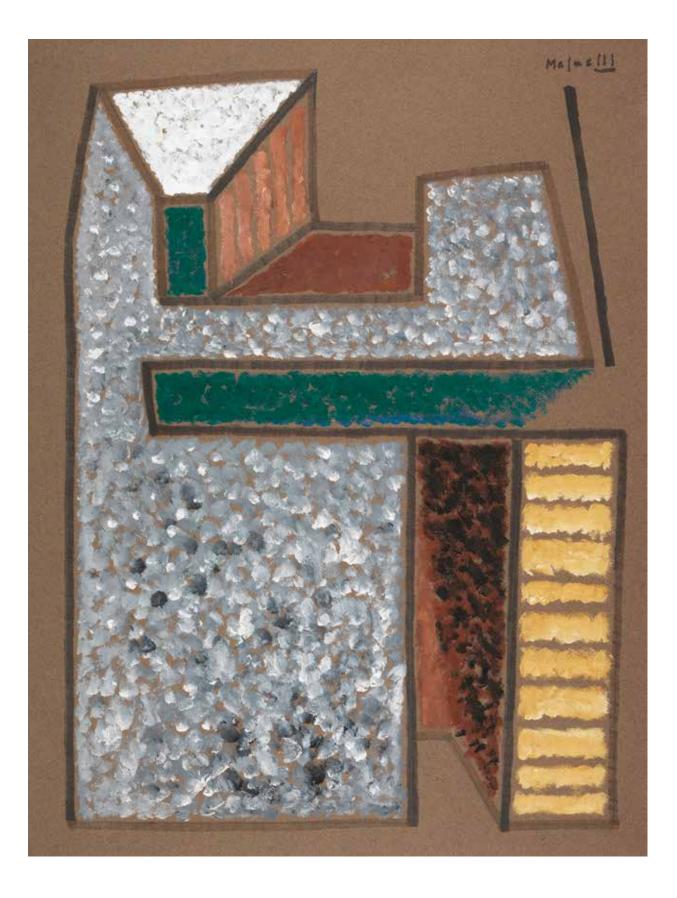
Composition signed 'Magnelli' (upper right) oil, gouache and pencil on brown card 64.7 x 49.8cm (25 1/2 x 19 5/8in).

£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 23,000

The authenticity of this work has kindly been confirmed by Madame Anne Maisonnier-Lochard. This work will be included in the forthcoming Alberto Magnelli *catalogue raisonné* currently being prepared.

# Provenance

Private collection, Milan (acquired from the above *circa* 1970s). Thence by descent to the present owner.



# PROPERTY FROM A PRIVATE BELGIAN COLLECTION

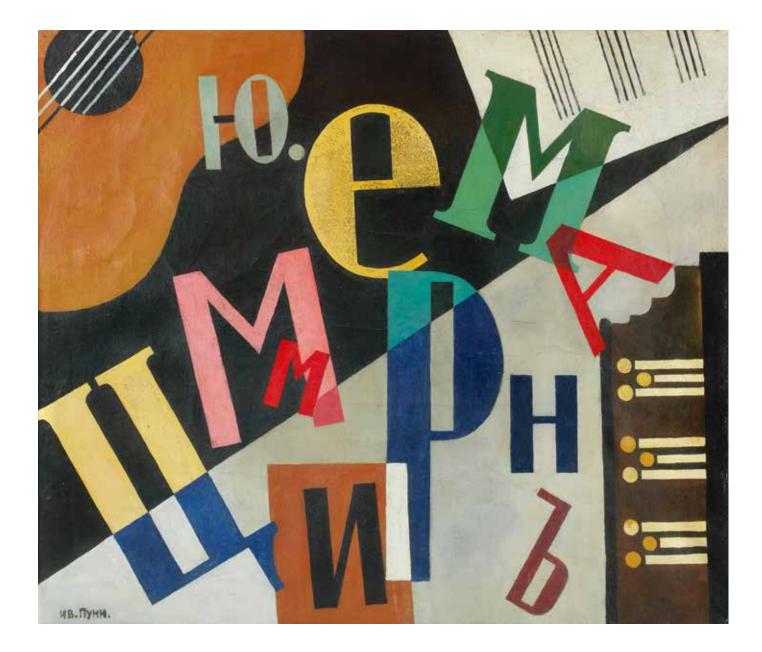
20 AR JEAN POUGNY (1894-1956) Composition aux lettres signed in cyrillic (lower left) oil on canvas 54.5 x 63.5cm (21 7/16 x 25in). Painted in Saint Petersburg in 1919

£25,000 - 35,000 €30,000 - 41,000 US\$32,000 - 45,000

The authenticity of this work has kindly been confirmed by Herr Herman Berninger.

# Provenance

Anon. sale, Matsa, Ramat Gan, 23 January 2005, lot 100. Anon. sale, Massol, Paris, 11 June 2010, lot 30. Private collection, Brussels (acquired at the above sale).



# PROPERTY FROM A PRIVATE ENGLISH COLLECTION

21

# GUSTAV KLIMT (1862-1918)

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

£18,000 - 25,000 €21,000 - 30,000 US\$23,000 - 32,000

### 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 (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 (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 'Danae').

Vienna, Galerie Würthle, Gustav Klimt Zeichnungen, 1978, no. 17.

Klagenfurt, Galerie im Stadthaus, 1978 (later travelled to Graz, Salzburg & Linz).

Vienna, Galerie Würthle, Wiener Jugendstil aus Privatbesitz, 18 January - 12 February 1983.

Zurich, M. Knoedler AG, Gustav Klimt 1862 - 1918, Egon Schiele 1890 - 1918, James Ensor 1860 - 1949, Alfred Kubin

1877 - 1959. Künstler der Jahrhundertwende, 24 September – 3 December 1983, no. 2.

Tokyo, Tokyu Art Gallery, Gustav Klimt und Egon Schiele mit Werken von Alfred Kubin. Künstler der Jahrhundertwende,

5 April - 24 April 1985 (later travelling in Japan)

### Literature

A. Krieger, Du in der Welt. Gesammelte Liebesgedichte mit 20 Zeichnungen von Gustav Klimt, Darmstadt, 1974 (illustrated p. 139).

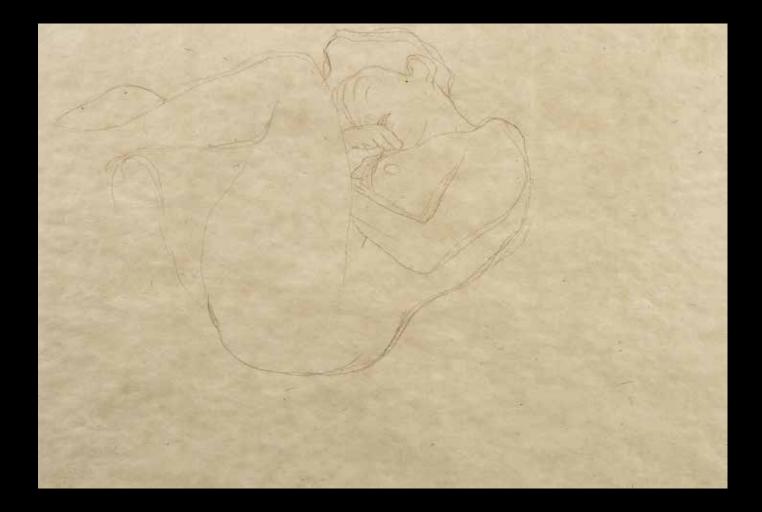
A. Strobl, Gustav Klimt. Die Zeichnungen 1878 - 1903, Vol. I, Salzburg, 1980, no. 1015 (illustrated p. 291).

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

Danaë was the last subject that Klimt would draw from Greek mythology. In the finished painting he depicts the moment of her 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 imprison her upon hearing a prophecy that his death would be at the hands of his future grandson. While Danaë was a popular subject during the early 1900s as a symbol of divine love and transcendence,

Klimt infused his eponymous painting with a palpable, almost shocking sexuality. 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, *Danaë*'s visceral sensuality is thinly-veiled.

As with the painting, in the present work Klimt 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.



### 22

### HENRI-EDMOND CROSS (1856-1910)

*Etude pour 'Baigneuses' ou 'La Joyeuse Baignade'* stamped with the artist's initials 'H.E.C' (lower left) oil, gouache, pastel, pen and India ink and charcoal on laid paper 25.1 x 24.8cm (9 7/8 x 9 3/4in). Executed between 1899 - 1902

£28,000 - 32,000 €33,000 - 38,000 US\$36,000 - 41,000

The authenticity of this work has kindly been confirmed by Monsieur Patrick Offenstadt. This work will be included in the forthcoming Henri-Edmond Cross *catalogue raisonné* currently being prepared.

### Provenance

Lucien Lefebvre-Foinet Collection, Paris, no. 9218. Private collection, Paris; their sale, Christie's, Paris, 23 October 2014, lot 146. Acquired at the above sale by the present owner.

This work is a preparatory study for Cross's monumental 1899-1902 composition, *Baigneuses (La Joyeuse Baignade)*.

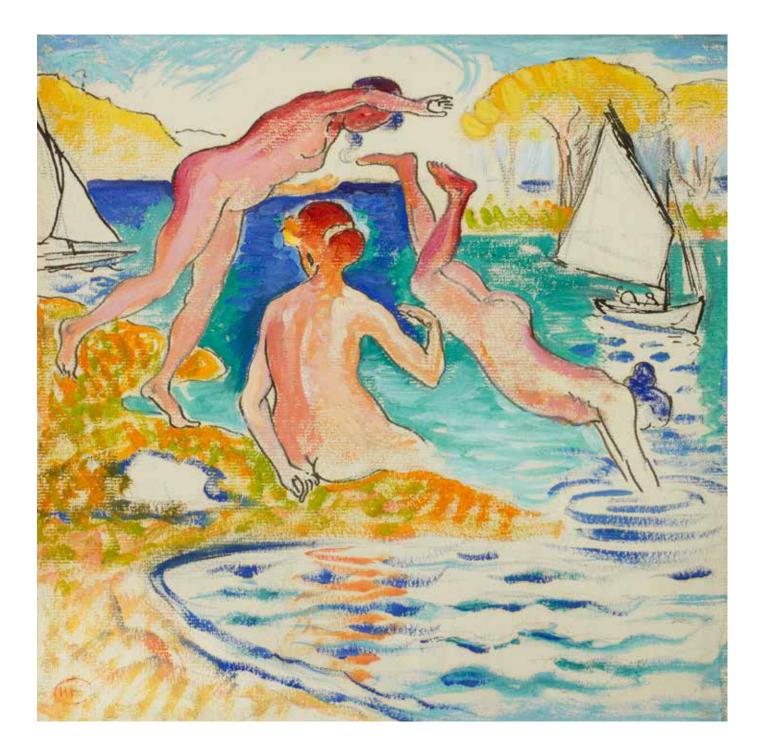
Henri-Edmond Cross's move from Paris to the Côte d'Azur in 1891 coincided with a shift away from his earlier, loosely Impressionist style to that of a Pointillist technique with brighter palette and flatter forms. Rejecting the spontaneity of Impressionism, Cross would embrace the more rigid Divisionist technique pioneered by Signac and Seurat in the mid-1880s. The present work shows Cross's transitory style, as the sky and figures are executed in loose whorls of paint contained by sensuous contours and yet the river bank is built of shorter staccato strokes. The finished composition of the same name is a Divisionist masterpiece, transformed into a precise and rich tapestry of individual dots of pure colour.

The idyllic bather was a favoured subject for Cross, who wrote to Theo van Rysselberghe in 1905 of his passion for the form: 'On the rocks, on the sand of the beaches, under the clumps of pine, nymphs and naiads appear to me, a whole world born of beautiful light. These beautiful forms have circulated in my vision too long for me not to attempt to render them perceptible by painting' (H.-E. Cross quoted in R. L. Herbert, *Neo-Impressionism*, (exh. cat.), New York, 1968, p. 47).

Cross's bathers were thought to be an inspiration for Matisse and certainly remind us of his masterpiece *Luxe, calme et volupté,* which the artist started alongside Cross and Signac during their 1904 summer together at Saint-Clair and Saint-Tropez.



Henri-Edmond Cross (1856-1910), *Baigneuses (La Joyeuse Baignade)*, 1899-1902, Private collection.



23 AR

# LOUIS VALTAT (1869-1952)

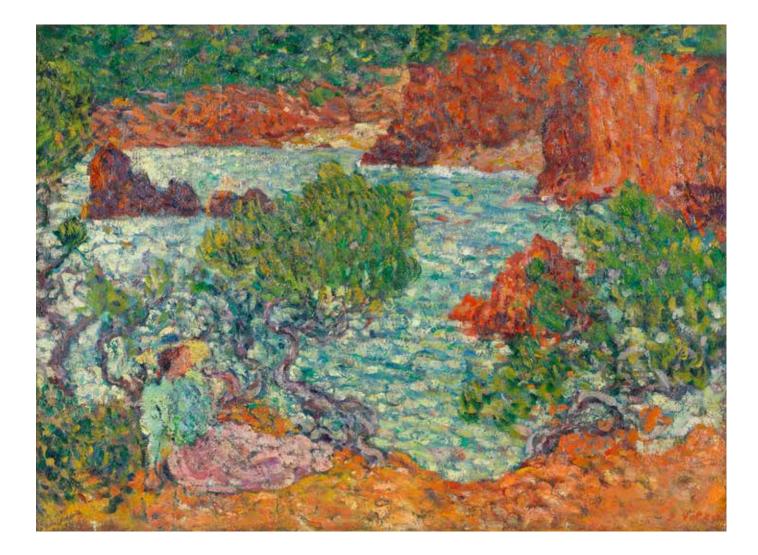
Femme sur les rochers rouges, Agay signed 'L. Valtat' (lower right) oil on burlap 60 x 81cm (23 5/8 x 31 7/8in). Painted circa 1900

£130,000 - 180,000 €150,000 - 210,000 US\$170,000 - 230,000

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

# Provenance

Private collection, France.

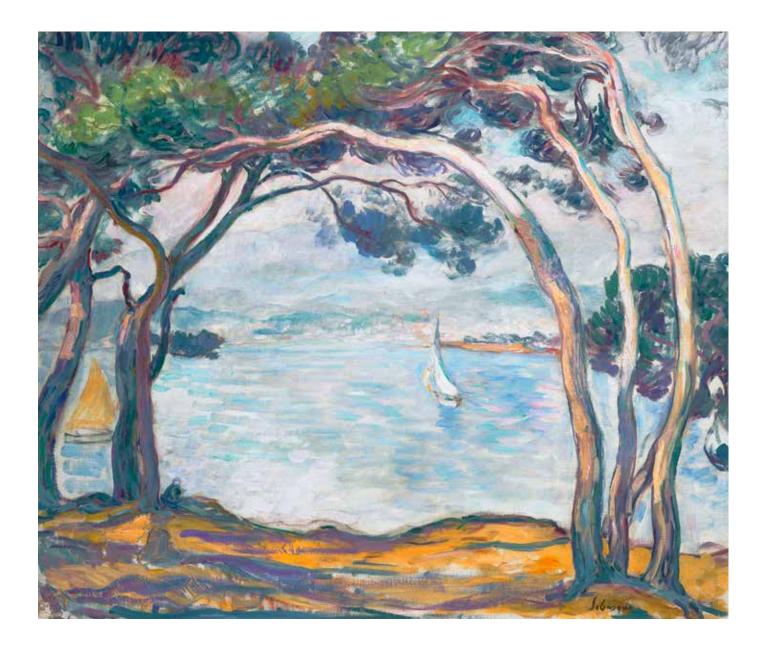


24 \* HENRI LEBASQUE (1865-1937) Bords de mer près d'Antibes signed 'Lebasque' (lower right) oil on canvas 54.2 x 65cm (21 5/16 x 25 9/16in).

£45,000 - 65,000 €53,000 - 77,000 US\$58,000 - 84,000

Painted circa 1907

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



# HENRI LEBASQUE

# Bords de mer près d'Antibes

Bords de mer près d'Antibes was painted by Henri Lebasque in the South of France *circa* 1907, a time of great productivity for the artist and a turning point in his career. Like many other Impressionists and Post-Impressionists, Lebasque, who had lived the majority of his early life in Paris, remained fascinated by the intrinsic beauty of the region of Provence and its beautiful promenades. In the present work the artist captures the view of the coastal village of Antibes on the horizon, rendered with delicate brushstrokes of pale pastel hues. By contrast, the earthy foreground is depicted through a burst of brighter pigments.

Influenced by the works of Camille Pissarro and Pierre-Auguste Renoir, Lebasque's favoured subjects were family portraits, domestic scenes and landscapes painted *en plain air* such as the present work. *Bords de mer près d'Antibes*, infused with the shimmering light characteristic of the French Riviera, stands testament to Lebasque's predilection for the coastal scenes of the Midi.

Lebasque first visited the South of France in 1905 and returned time and again until 1924, the year in which he settled permanently in Le Cannet, the same village as the Nabi artist and close friend Pierre Bonnard, whom Lebasque admired greatly.

The first decade of the twentieth century was an era of great experimentation in European art with the advent of radical groups such as the Fauves and Nabis. Lebasque, who enthusiastically embraced the innovative colour theories proclaimed by Georges Seurat and Paul Signac at the end of the previous century, followed with great interest their development by the younger generation of artists such as Henri Matisse and André Derain, who stressed even greater importance on the use of complementary colours and the emotional connotation of line, epitomised in such works as Matisse's 1905-1906 *Le bonheur de vivre*.



Henri Lebasque, circa 1900.



Henri Matisse (1869-1954), *Le bonheur de vivre*, 1905-1906, The Barnes Foundation, Philadelphia, Pennsylvania.

'Along comes the artist: he stops the sun, he suspends the course of human time and he removes from this beauty the unessential part, time, in order to make it appear in the eternity of life'

# Charles Blanc

Matisse's work in particular would have a great impact on Lebasque. The two artists were founding members of the Salon d'Automne in 1903 and spent several summers together in the South of France. Under Matisse's influence, Lebasque slowly abandoned the Impressionist palette and techniques and adopted some of the elements from the Fauves: 'Lebasque's primary concerns were with simple expression of sensuous surface... 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 color, heightened by his contact with fellow painters Matisse and Bonnard, but characteristically his own' (L. Banner, *Lebasque, 1865-1937*, San Francisco, 1985, p. 20).

Bords de mer près d'Antibes illustrates a Fauve influence in both the structure of the composition and the palette: the work is anchored by just a few strong vertical lines in the foreground which form the tree trunks and serve to emphasise the two-dimensional nature of the picture plane. The canvas is a splendid example of the artist's masterful treatment of light and shadow through the application of colour theories: several different greens are applied for the foliage, vivid oranges and reds for the sunlit ground and violets for the shaded portions, with contrasts being fortified at the edges where the sunlit and shaded areas meet. Similarly, blue is used to depict the areas of indirect light and reddish-purple is chosen for the brighter spots. The use of contrasting hues next to each other results in pulsating bands

of light and shadow, capturing on canvas both the movement of the trees and the water as well as the summer heat of the South of France.

The arched trees frame the sea on the horizon, and direct the viewer's gaze towards the bay of Antibes. Although Lebasque's construction of the composition shows great deliberation in the choice of colour palette and number of dynamic elements, the present work conveys a sense of spontaneity and immediacy. *Bords de mer près d'Antibes* brings to mind the poetic words of acclaimed contemporary art critic Charles Blanc who, talking about the Neo-Impressionists, stated: 'the ideas which nature manifest in a confused form, art defines and illuminates. Along comes the artist: he stops the sun, he suspends the course of human time and he removes from this beauty the unessential part, time, in order to make it appear in the eternity of life' (C. Blanc, quoted in R. L. Herbert, *Neo-Impressionism*, (exh. cat.), New York, 1968, p. 17).

A remarkable quality of Lebasque's works is the characteristic air of calm and serenity that emerges from his landscapes and studies of domestic scenes. *Bords de mer près d'Antibes* is imbued with a sense of tranquility and stands testament to the very nature of the artist, who was labelled by art critics as the painter of 'joy and light'. As Lisa Banner states: 'There is a sense of calm infused in Lebasque's paintings which celebrate the fullness and richness of life' (L. Banner, *op. cit.*, p. 12).

25 PIERRE-AUGUSTE RENOIR (1841-1919)

Tête d'enfant ou enfant à la marinière signed 'Renoir' (upper left) oil on canvas 24.2 x 16cm (9 1/2 x 6 5/16in). Painted circa 1905

£180,000 - 220,000 €210,000 - 260,000 US\$230,000 - 280,000

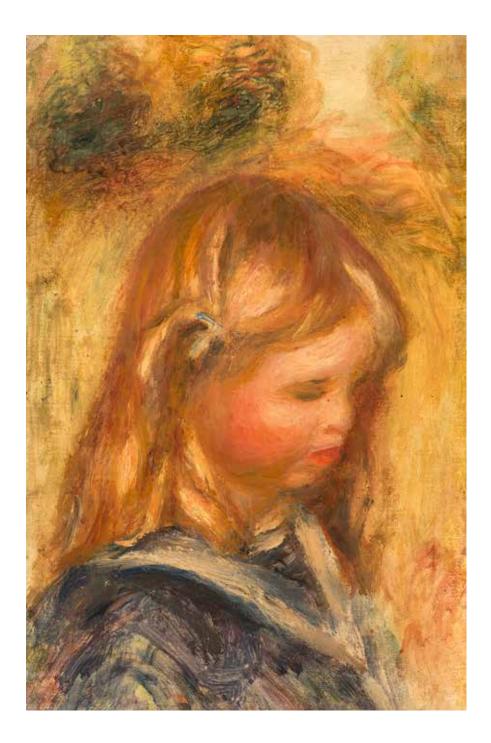
This work will be included in the critical catalogue of Pierre-Auguste Renoir currently being prepared by the Wildenstein Institute.

Provenance

Ambroise Vollard, Paris. Private collection, France.

# Literature

A. Vollard, *Pierre-Auguste Renoir, Paintings, Pastels and Drawings*, San Francisco 1989, no. 552 (illustrated p. 139 as part of a pre-existing canvas, and titled 'Têtes de femmes et enfants'). G.-P. & M. Dauberville, *Renoir, catalogue raisonné des tableaux, pastels, dessins et aquarelles*, Vol. IV, *1903 - 1910*, Paris, 2012, no. 3163A (illustrated p. 284).



# PIERRE-AUGUSTE RENOIR

# Tête d'enfant ou enfant à la marinière

Painted in the first years of the new century, *Tête d'enfant ou enfant* à *la marinière* is typical of Renoir's depictions of children, in particular his young son Claude. These intimate and informal portraits came to define the years following his move to Cagnes-sur-Mer, and are the product of the idyllic familial life the artist led there in his final decades.

The birth of the artist's youngest son Claude, or 'Coco' as he became known, in 1901 was very much a part of the rebirth of vigour and enthusiasm in Renoir's art. Following his move away from Impressionism and the relocation of his family to the South of France, Renoir had developed a new interest in classicism and his works from this period often capture a certain timelessness. The great Impressionist had undertaken a Grand Tour in the 1880s throughout Italy to observe the works of the Italian Renaissance masters as well as those of classical antiquity. Renoir was captivated by the cherubic features of the infant Coco, that surely recalled to him the *putti* that featured so prominently in the religious and mythological scenes he had encountered throughout Italy.

This period in Renoir's career was also defined by his rediscovery of French eighteenth century painter Jean-Honoré Fragonard. We can see the impact of the French Rococo painter in works such as *Tête d'enfant ou enfant à la marinière* where Renoir employs the same sensuous brushstrokes, restricted palette of yellows and pinks, and sense of intimacy that defined Fragonard's painting. John House remarks that Renoir's work of this time 'retains Fragonard's imprint in its increasingly rhythmic, cursive movements, which model form and create decorative pattern in the same gesture... He was preoccupied with finding a

definitive, simple range of colours for his palette which would serve every need, in his obsessive concern with mastering the craft of painting' (J. House, 'Renoir's World', in *Renoir*, (exh. cat.), London, 1985, p. 250).

We can identify Coco here by his shoulder-length blonde hair, and the unmistakable rosy-pink cheeks that Renoir always chose to highlight in his portraits of the young child. Coco would be around four years old in this work, and here Renoir shows him in a little boy's sailor suit. His hair is held in place with a small blue ribbon - a device that Renoir often employed to highlight a flash of colour amongst the golden yellow of his sitter's tresses. Painted in the same year as the present work, we see the same cascading hair held up by a ribbon and the flushed cheeks in the work *Claude Renoir, jouant,* currently in the collection of the Musée de l'Orangerie, in Paris. Jean Renoir, the painter's elder son who had previously been a favoured model, stated in his memoir *My Father,* 'A few years later my brother Claude, who was seven years younger than I, was to take my place in the studio. Coco certainly proved one of the most prolific inspirations my father ever had' (J. Renoir, *My Father,* New York, 1958, p. 364).

These portraits are deliberately intimate, both in scale and in the very close framing and perspective employed by Renoir. The brushstrokes are light and spontaneous, showing an artist capturing the most cherished moments between his youngest child and himself without self-consciousness or artifice. *Tête d'enfant ou enfant* à *la marinière* stands amongst the most charming of these delightful documents of paternal love and affection.



Pierre-Auguste Renoir (1841-1919), *Claude Renoir, jouant, circa* 1905, Musée de l'Orangerie, Paris.



Jean-Honoré Fragonard (1732-1806), A Boy as Pierrot, circa 1780, Wallace Collection, London.



26

# PIERRE-AUGUSTE RENOIR (1841-1919)

Tête de femme de profile bears the signature 'Renoir' (lower left) oil on canvas 11.5 x 15.4cm (4 1/2 x 6 1/16in). Painted circa 1900

# £50,000 - 70,000 €59,000 - 83,000 US\$64,000 - 90,000

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

**Provenance** Ambroise Vollard, Paris. Private collection, France.

# Literature

A. Vollard, *Pierre-Auguste Renoir, Paintings, Pastels and Drawings*, San Francisco 1989, no. 478 (illustrated p. 120 as part of a pre-existing canvas, and titled 'Tête d'enfant et cuisse de femme'). G.-P. & M. Dauberville, *Renoir, catalogue raisonné des tableaux, pastels, dessins et aquarelles*, Vol. III, *1895 - 1902*, Paris, 2010, no. 2110 (illustrated p. 232 as part of a pre-existing canvas, and titled 'Têtes d'enfants et jambe de femme').



27 **HENRI MARTIN (1860-1943)** *Etude pour 'Musique'* oil on canvas 65.5 x 43.5cm (25 13/16 x 17 1/8in).

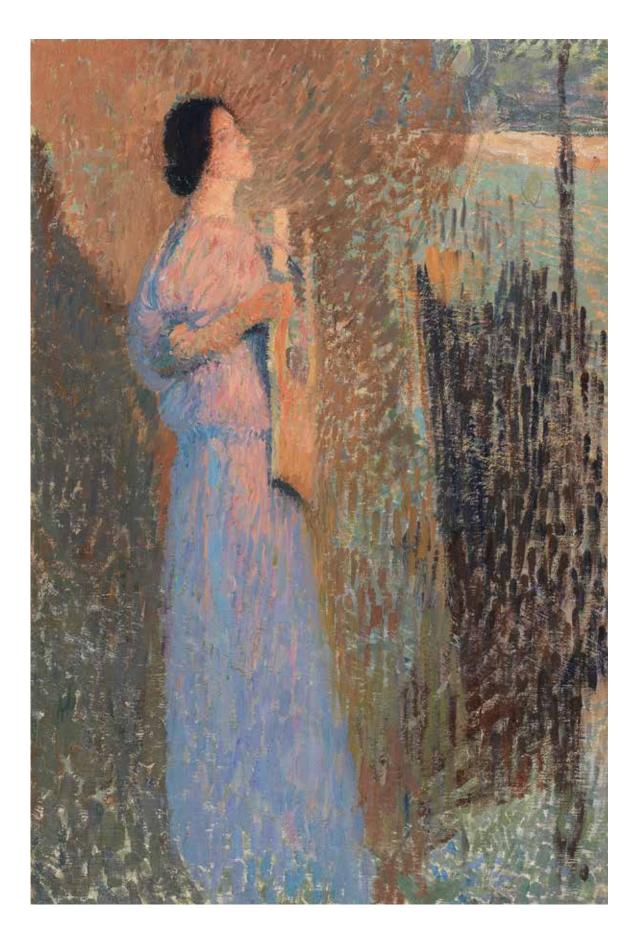
£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 23,000

Painted in 1902

The authenticity of this work has kindly been confirmed by Monsieur Cyrille Martin. Madame Marie-Anne Destrebecq-Martin will include this work in the forthcoming Henri Martin *catalogue raisonné* currently being prepared.

### Provenance

Private collection, Brussels. Acquired from the above by the present owner.



28

# MAXIMILIEN LUCE (1858-1941)

Femme cousant oil on canvas 47.2 x 39cm (18 5/8 x 15 7/16in). Painted in 1893

£25,000 - 35,000 €30,000 - 41,000 U\$\$32,000 - 45,000

### Provenance

Frédéric Luce Collection, the artist's son, Paris. Wildenstein & Co., New York. Hirschl & Adler Galleries, New York. Wiener Gallery, New York. Private collection, New York (acquired from the above in January 1972); their sale, Sotheby's, New York, 6 November 2015, lot 204. Acquired at the above sale by the present owner.

### Exhibited

New York, Wildenstein & Co., Seurat and his Friends, 18 November - 26 December 1953, no. 82.

# Literature

P. Cazeau, *Maximilien Luce*, Lausanne & Paris, 1982 (illustrated p. 49). D. Bazetoux, *Maximilien Luce, catalogue de l'oeuvre peint*, Vol. II, Paris, 1986, no. 655 (illustrated p. 165).



# PROPERTY FROM A PRIVATE SWISS COLLECTION

29\*

# EVA GONZALES (1849-1883)

Portrait de femme, Étude, par Eva Gonzalès et Édouard Manet signed, inscribed and dated 'ETUDE CORRIGÉE PAR MON MAITRE M. Edouard MANET VALENCE-1869 OLORON-1870 Eva GONZALÈS' (upper left) oil on canvas 55 x 45.9cm (21 5/8 x 18 1/16in). Painted between 1869 - 1870

£25,000 - 35,000 €30,000 - 41,000 US\$32,000 - 45,000

### Provenance

Henri-Charles Guérard Collection, the artist's husband, Paris. Private collection, Paris. Private collection (acquired from the above in March 1969). Anon. sale, Sotheby's, New York, 8 May 2014, lot 227. Private collection, Geneva (acquired at the above sale).

#### Exhibited

Coral Gables, Florida, Lowe Art Museum, University of Miami, *French Impressionists Influence American Artists*, 19 March - 25 April 1971, no. 46. Winston-Salem, North Carolina, Salem Fine Arts Center, *Women: A Historical Survey of Works by Women Artists*, 27 February - 19 March 1972, no. 25 (later travelled to Raleigh, North Carolina).

#### Literature

L. Nochlin, 'Why Have There Been No Great Women Artists?', in *Art News*, Vol. LXIX, no. 9, January 1971 (illustrated p. 32). Museum of Fine Arts Boston (eds.), *The Rathbone Years: Masterpieces acquired for the Museum of Fine Arts, Boston, 1955 - 1972 and for the St. Louis Art* 

Museum, 1940 - 1955, Boston, 1972, p. 128. M.-C. Sainsaulieu & J. de Mons, Eva Gonzalès 1849 - 1883: étude critique et

catalogue raisonné, Paris, 1990, no. 16 (illustrated p. 77).

J.-S. Klein, La Normandie berceau de l'Impressionnisme 1820 - 1900, Rennes, 1999, p. 105.

R. T. Clement, A. Houzé & C. Erbolato-Ramsey, *The Women Impressionists: A Sourcebook*, Westport, 2000, p. 168.

Eva Gonzalès is one of the most distinguished and talented female Impressionist artists of nineteenth century France. In a male-dominated world – where women were excluded from formal academy training and were considered useful only as models to pose for the male painter – Gonzalès managed to establish herself as an artist. She came from a highly creative background; her Spanish father Emmanuel Gonzalès was a renowned novelist and her mother a musician. In 1866, at only sixteen years old, she started taking private lessons from the society portraitist Charles Chaplin, and three years later she met Edouard Manet, becoming his sole student. Manet was so fascinated by her appearance that he asked her to model for him before giving her lessons.

Examining Eva Gonzalès' early works, Manet's typical dark background and strong contrasting outlines are dominant features in her paintings, such as in the present work. Painted between 1869 and 1870, *Portrait de femme, Étude, par Eva Gonzalès et Édouard Manet* is a bust study of a noble society woman created under Manet's guidance. To the upper left of the work is an inscription by the artist explicitly noting the tutelage of Manet in its execution. In the years to follow, Gonzalès continued to paint women well known to her, such as her sister Jeanne, that often displayed a softness of handling and sensitivity which conveyed the intimacy between Gonzalès and her subject.



Eva Gonzalès (1849-1883).



30 AR **LEONARD TSUGUHARU FOUJITA (1886-1968)**  *Le mépris* signed 'Foujita' (lower right) pencil on tracing paper 25.3 x 17cm (9 15/16 x 6 11/16in).

£3,000 - 5,000 €3,600 - 5,900 US\$3,900 - 6,400

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 375. Acquired at the above sale by the present owner.



31 AR **MARINO MARINI (1901-1980)**  *Piccolo cavallo* numbered '8/10' (to the verso of the front leg) solid polished silver *12.1 x 10.3cm (4 3/4 x 4 1/16in).* Conceived in 1973 in a numbered edition of 10 in silver, this version cast in 2001.

£10,000 - 15,000 €12,000 - 18,000 US\$13,000 - 19,000

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

# Provenance

The artist's studio. Centro Studi Piero della Francesca, Milan. Acquired from the above by the present owner, *circa* 2000s.

### Literature

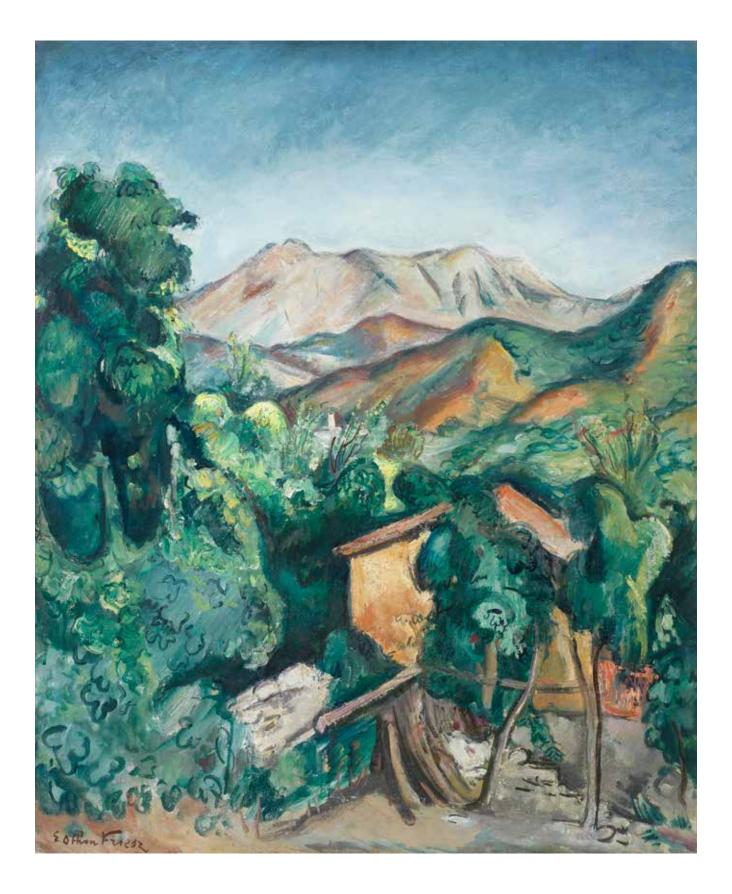
G. Carandente, *Marino Marini, catalogo ragionato della scultura*, Milan, 1998, no. 476b (another cast illustrated p. 335).



32 \* AR ACHILLE EMILE OTHON FRIESZ (1879-1949) Paysage les Jars signed 'E Othon Friesz' (lower left) oil on canvas 73 x 60.3cm (28 3/4 x 23 3/4in). Painted in the South of France circa 1920

£4,000 - 6,000 €4,700 - 7,100 US\$5,100 - 7,700

Provenance Private collection, Geneva.



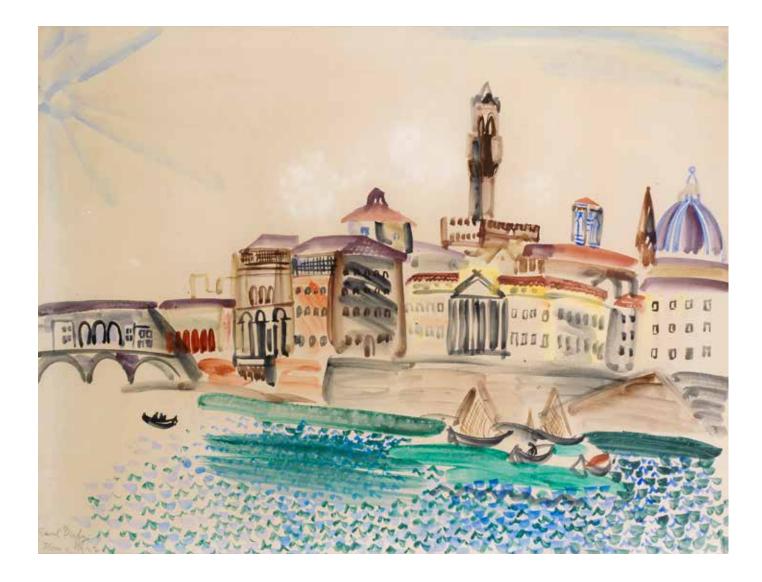
33 **RAOUL DUFY (1877-1953)** *Pont de l'Arno*signed, inscribed and dated 'Raoul Dufy Florence 1922' (lower left)
gouache and watercolour on paper
49.7 x 65cm (19 9/16 x 25 9/16in).
Executed in Florence in 1922

£25,000 - 35,000 €30,000 - 41,000 US\$32,000 - 45,000

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.



#### PROPERTY FROM A DISTINGUISHED LONDON COLLECTION

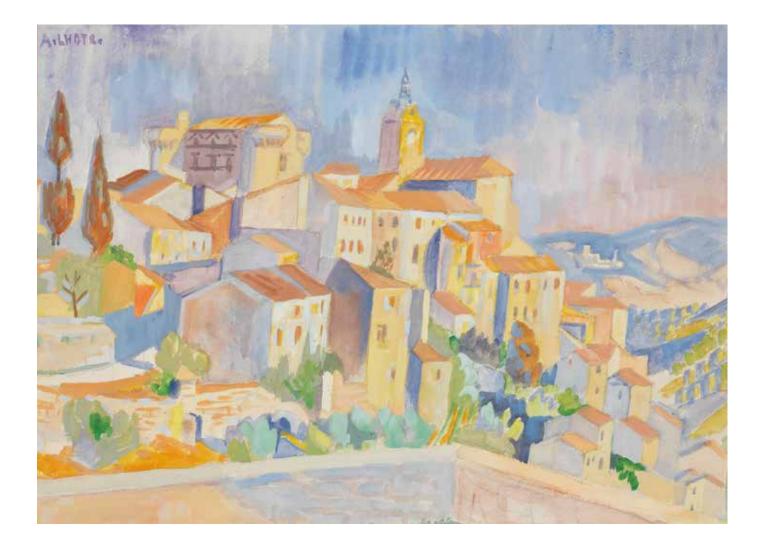
34 AR **ANDRE LHOTE (1885-1962)**  *Gordes* signed 'A.LHOTE.' (upper left) watercolour and pencil on paper 39.5 x 28.7cm (15 9/16 x 11 5/16in). Executed *circa* 1940

£4,000 - 6,000 €4,700 - 7,100 US\$5,100 - 7,700

The authenticity of this work has kindly been confirmed by Madame Dominique Bermann-Martin. This work will be included in the forthcoming André Lhote *catalogue raisonné* currently being prepared.

#### Provenance

Anon. sale, Sotheby's, London, 27 June 1984, lot 414. Private collection, London (acquired at the above sale).



#### **PROPERTY OF A GENTLEMAN**

35 DODEE

#### **ROBERT ANTOINE PINCHON (1886-1943)**

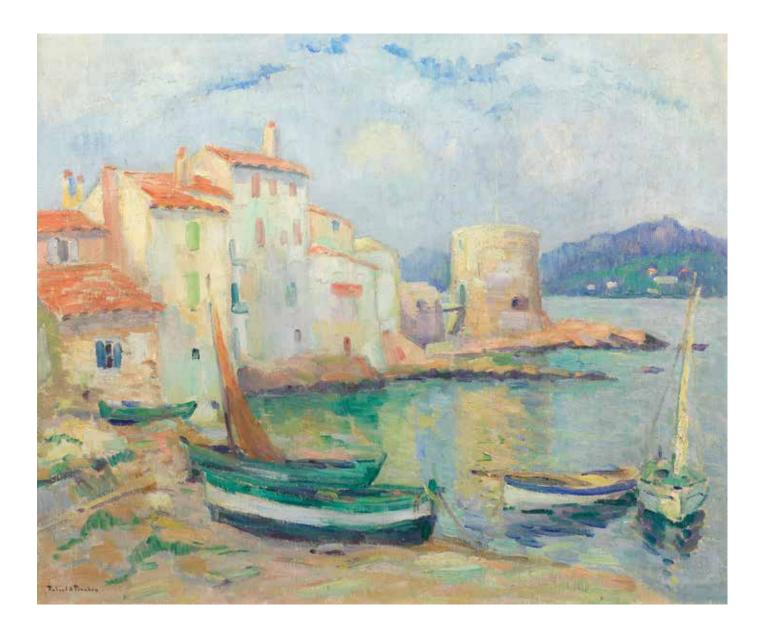
Vieux port de Saint-Tropez signed 'Robert A Pinchon' (lower left) oil on canvas 60.2 x 73cm (23 11/16 x 28 3/4in). Painted circa 1932

£10,000 - 15,000 €12,000 - 18,000 US\$13,000 - 19,000

The authenticity of this work has kindly been confirmed by Monsieur Alain Letailleur. This work will be included in the forthcoming Robert Antoine Pinchon *catalogue raisonné* currently being prepared.

#### Provenance

Anon. sale, Artcurial, Paris, 24 March 2011, lot 209. Private collection, London (acquired at the above sale).



36\*

#### MAURICE UTRILLO (1883-1955)

L'église Saint-Pierre et le Sacré-Coeur de Montmartre signed and dated 'Maurice, Utrillo, V, 1934,' (lower right) and faintly inscribed 'Église Saint-Pierre et Sacré-Coeur de Montmartre' (lower left) gouache, watercolour and pencil on card 49.8 x 63.6cm (19 5/8 x 25 1/16in). Executed in 1934

#### £20,000 - 30,000 €24,000 - 36,000 US\$26,000 - 39,000

The authenticity of this work has kindly been confirmed by the Association Maurice Utrillo.

#### Provenance

Perls Galleries, New York. Anon. sale, Bonhams, New York, 7 May 2015, lot 4. Acquired at the above sale by the present owner.

#### Exhibited

New York, Perls Galleries, *The Perls Galleries Collection of Modern French Paintings*, 26 February - 21 April 1951, no 184 (titled 'Eglise St.-Pierre et Sacré-Coeur').

#### Literature

P. Pétridès, *L'oeuvre complet de Maurice Utrillo*, Vol. V, *Supplément*, Paris, 1974, no. AG627 (illustrated p. 75).



37 **MAXIME MAUFRA (1861-1918)**  *Mantes-la-Jolie* signed 'Maufra.' (lower right) oil on canvas 60.2 x 81.2cm (23 11/16 x 31 15/16in).

#### £15,000 - 20,000 €18,000 - 24,000 US\$19,000 - 26,000

The authenticity of this work has kindly been confirmed by Madame Caroline Durand-Ruel Godfroy. This work will be included in the forthcoming Maxime Maufra *catalogue critique* currently being prepared.

#### Provenance

Galerie Durand-Ruel, Paris, no. 23308. Private collection, Belgium. Acquired from the above by the present owner.



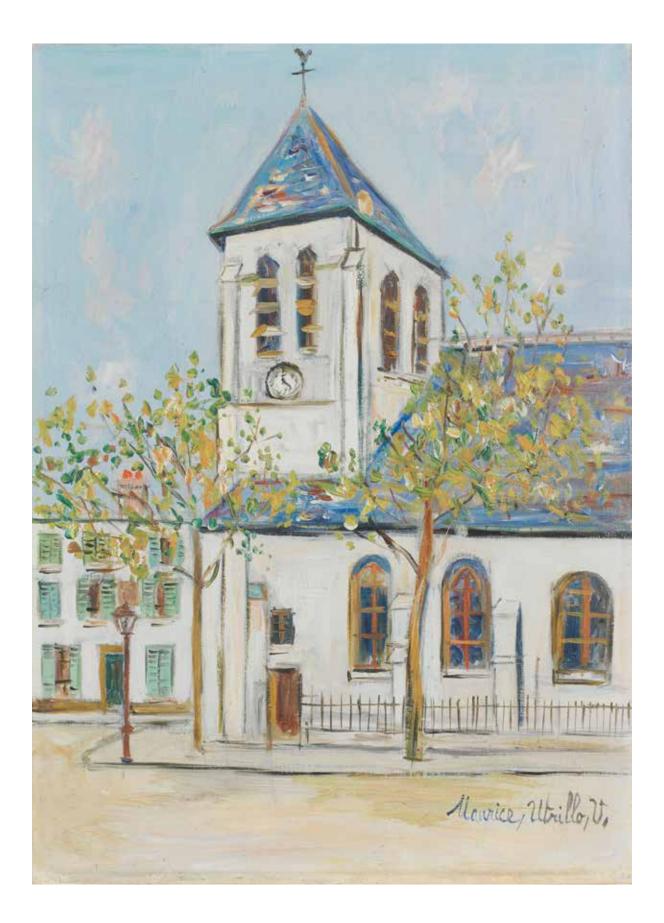
38 **MAURICE UTRILLO (1883-1955)**  *L'église* signed 'Maurice, Utrillo, V.' (lower right) oil on canvas 46.2 x 33.2cm (18 3/16 x 13 1/16in).

£25,000 - 35,000 €30,000 - 41,000 US\$32,000 - 45,000

The authenticity of this work has kindly been confirmed by the Association Maurice Utrillo.

Provenance

Private collection, London.



39 AR LOUIS VALTAT (1869-1952) Sablières sur les quais de la Seine à Paris

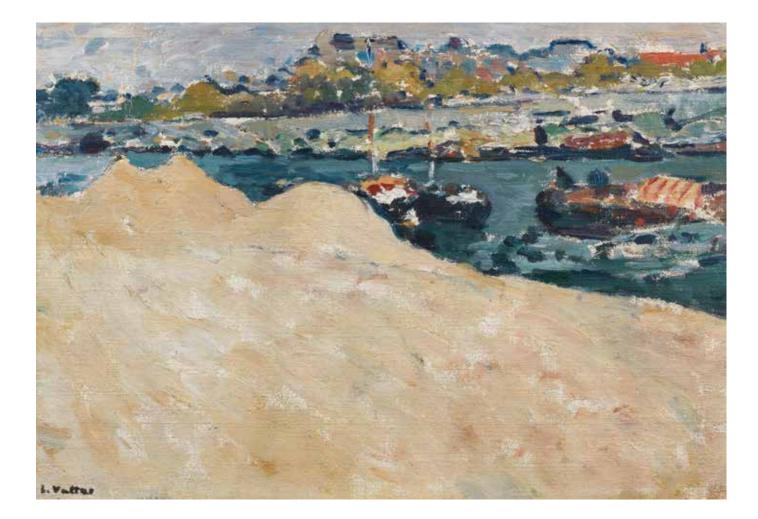
stamped with the artist's signature 'L. Valtat' (lower left) oil on canvas 28.8 x 40.6cm (11 5/16 x 16in). Painted *circa* 1890

£20,000 - 30,000 €24,000 - 36,000 US\$26,000 - 39,000

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

#### 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.



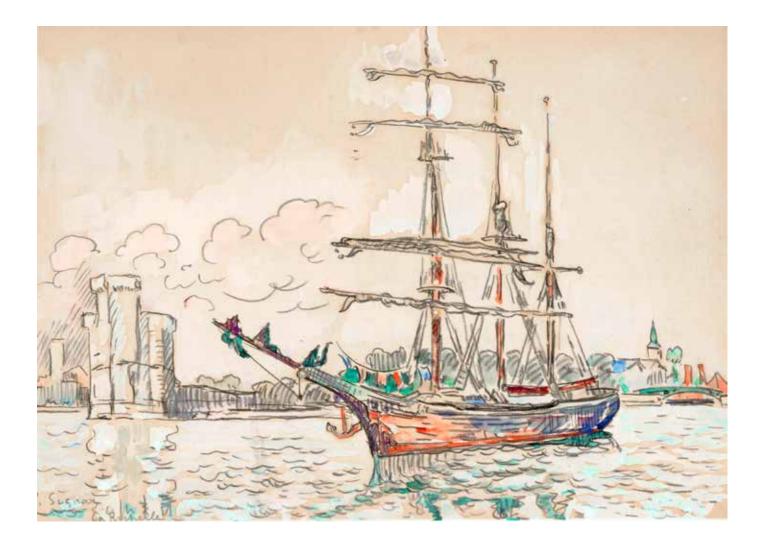
40 **PAUL SIGNAC (1863-1935)**  *La Rochelle* signed and inscribed 'P. Signac La Rochelle' (lower left) gouache, watercolour and black crayon on laid paper *29.2 x 40cm (11 1/2 x 15 3/4in).* Executed *circa* 1923

£15,000 - 20,000 €18,000 - 24,000 US\$19,000 - 26,000

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.



41 EUGENE BOUDIN (1824-1898)

Jetées de Trouville, marée basse signed, inscribed and dated 'Trouville 25 Août. E. Boudin 94' (lower left) oil on panel  $35 \times 26.5 cm (13 3/4 \times 10 7/16 in)$ . Painted in Trouville on 25 August 1894

£40,000 - 60,000 €47,000 - 71,000 US\$51,000 - 77,000

#### 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, catalogue raisonné de l'oeuvre peint, premièr supplément, Paris, 1984, no. 3834 (illustrated p. 80).



#### PROPERTY FROM A PRIVATE ENGLISH COLLECTION

42

#### JOHAN BARTHOLD JONGKIND (1819-1891)

La Côte-Saint-André par temps couvert signed and dated 'Jongkind 1878' (lower left) oil on canvas 43.5 x 57.3cm (17 1/8 x 22 9/16in). Painted in 1878

£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 23,000

#### Provenance

1ère Vente Jongkind, Hôtel Drouot, Paris, 7 - 8 December 1891, lot 10.
Dr. Mees Collection, Rotterdam, 1948.
J. H. Loudon Collection, UK, 1963; their sale, Christie's, London, 30 June 1999, lot 112.
Ivo Bouwman Gallery, London (acquired at the above sale).
Private collection, London (acquired from the above in 2005).

#### Exhibited

La Haye, Pulchri Studio & Amsterdam, Rijkmuseum, *Tentoonstelling Jongkind*, March - April 1930, no. 68 (later travelled to Rotterdam; titled 'Dorpskant bij buiig weer'). Amsterdam, Stedelijk Museum, *Johan Barthold Jongkind* 1819 - 1891, 8 October - 15 November 1948, no. 63 (later travelled to La Haye; titled 'Dorpskant bij buiig weer'). Brussels, Palais des Beaux-Arts, *Johan Barthold Jongkind* 1819 - 1891, 29 December 1948 -16 January 1949, no 36 (titled 'Coin de village par temps pluvieux'). Paris, Musée de l'Orangerie, *Jongkind* 1819 - 1891, 1949, no. 39 (titled 'Maisons par temps

Paris, Musee de l'Orangene, *Jongkind 1819 - 1891*, 1949, no. 39 (ittled Maisons par temps pluvieux').

Rotterdam, Museum Boymans van Beuningen, *Kunstschatten uit Nederlandse verzamelingen*, 19 June - 25 September 1955, no. 200 (titled 'Dorpskant bij buiig weer').

Honfleur, Greniers à Sel, *J. B. Jongkind*, 23 July - 31 August 1963, no. 19 (titled ' Village sous un ciel couvert').

#### Literature

J. Engelman, Torso, Utrecht, 1931, pl. 6 (illustrated n. p., titled 'Dorpsstraat in Frankrijk').

V. Bakker-Hefting, Les Beaux-Arts aux Pays-Bas, J. B. Jongkind, Amsterdam, 1947, no. 18 (illustrated).

Andry-Farcy, 'Jongkind, le chasseur d'images et le premier impressioniste', in *Revue Phoenix. Maanschrift voor beeldende kunst*, October 1948, pl. 4 (illustrated p. 220).

V. Bakker-Hefting, *J. B. Jongkind. Les beaux-arts aux Pays-Bas*, Amsterdam, *circa* 1965, pl. 18 (illustrated n. p.)

V. Hefting, *Jongkind. Sa vie, son oeuvre, son époque*, Paris, 1975, no. 703 (illustrated p. 276). V. Hefting, *J. B. Jongkind. Voorloper van het impressionisme*, Amsterdam, 1992 (illustrated

p. 148, titled 'La Côte-Saint-André bij buiig weer').

A. Stein, S. Brame, F. Lorenceau & J. Sinizergues, *Jongkind, catalogue critique de l'oeuvre, peintures*, Vol. I, Paris, 2003, no. 808 (illustrated p. 300).



#### PROPERTY FROM A PRIVATE ENGLISH COLLECTION

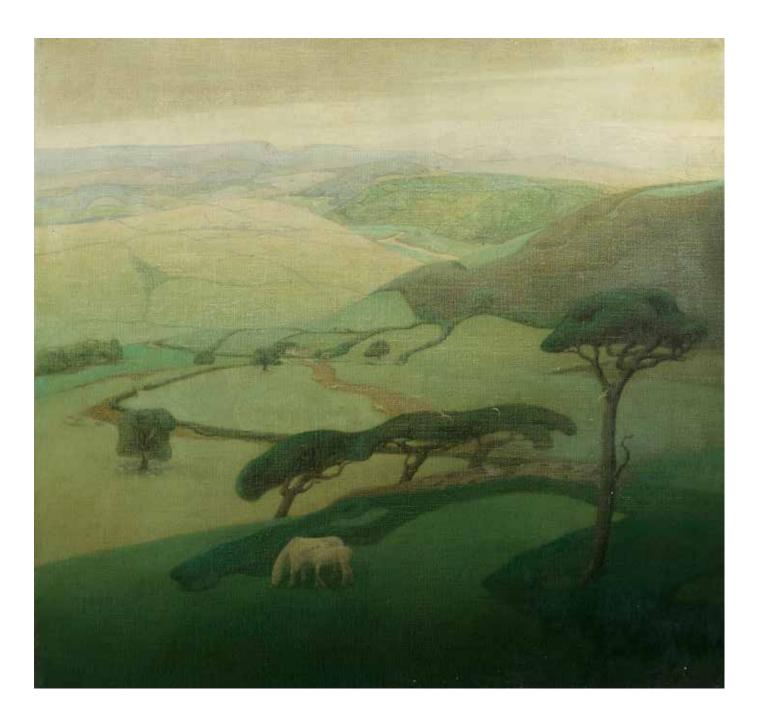
43 **VALERIUS DE SAEDELEER (1876-1946)**  *Soir dans les montagnes* faintly signed 'Valerius de Saedeleer' (lower right); indistinctly signed and inscribed (on the stretcher) oil on canvas 79 x 82.3cm (31 1/8 x 32 3/8in). Painted in Wales in 1918

£15,000 - 20,000 €18,000 - 24,000 US\$19,000 - 26,000

The authenticity of this work has kindly been confirmed by Monsieur Piet Boyens.

#### Provenance

The artist's studio (inv. no. 37). De Graaff Collection, London (acquired directly from the artist in 1918). Private collection, UK (by descent from the above).



# POST-WAR & CONTEMPORARY ART

Thursday 29 June 2017 New Bond Street, London

#### **ANTONIO SAURA (1930-1998)**

Rubiloba, 1962 oil on canvas 161.8 x 130.3 cm. (63 11/16 x 51 5/16 in.) £100,000 - 150,000 USD130,000 - 200,000



# Bonhams

LONDON

bonhams.com/contemporary

#### **GERMAINE RICHIER (1904-1959)**

La Vierge folle, 1946 bronze on stone base Overall: 145 x 45 x 35 cm. (57 1/16 x 17 11/16 x 13 3/4 in.) £180,000 - 250,000 USD230,000 - 320,000 ENQUIRIES

+44 (0) 20 7447 7403 ralph.taylor@bonhams.com

# Bonhams

#### LONDON

bonhams.com/contemporary

MODERN BRITISH & IRISH ART

Wednesday 14 June 2017 New Bond Street, London HENRY MOORE O.M., C.H. (1898-1986)

Stringed figure bronze with a gold patina and elastic string 34.3 cm. (13 1/2 in.) wide Conceived in 1938 £150,000 - 200,000 plus buyer's premium and other fees \*

#### **ENQUIRIES**

+44 (0) 20 7468 8295 matthew.bradbury@bonhams.com



# Bonhams

#### LONDON

bonhams.com/modernbritish

\* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

**PRINTS & MULTIPLES** 

Tuesday 27 June 2017, 2pm New Bond Street, London

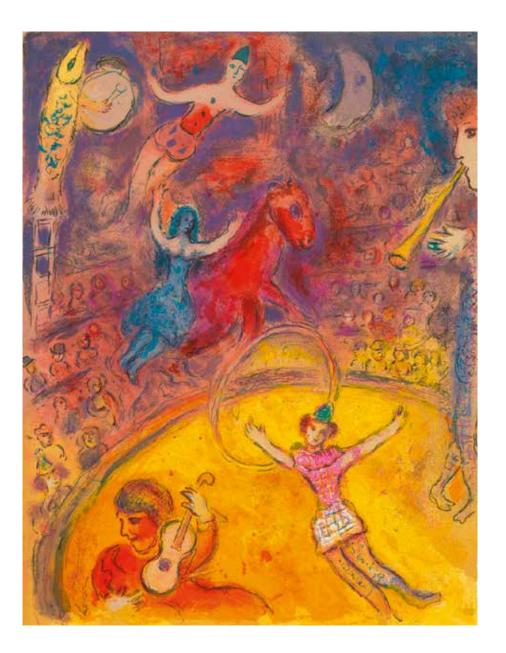
#### MARC CHAGALL (RUSSIAN/FRENCH, 1887-1985)

plus buyer's premium and other fees \*

*Cirque (Mourlot 490-527; Cramer Books 68)* The portfolio, 1967, comprising the complete set of thirty-eight lithographs in colours, on Arches paper, signed in pencil on the justification, copy number 197 of 250 £120,000 - 180,000

#### ENQUIRIES

+44 (0) 20 7468 8262 lucia.trosantafe@bonhams.com



# Bonhams

#### LONDON

bonhams.com/prints

\* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

### IMPRESSIONIST & MODERN ART

Wednesday November 8, 2017 New York

#### **HENRI MATISSE (1869-1954)** *Arbre de neige* gouache and découpage on paper *16 x 10 1/4 in (40.5 x 26.3 cm)* Created in 1947 **Sold for US\$1,567,500**

#### INQUIRIES

+1 (212) 644 9135 william.oreilly@bonhams.com

**Closing date for entries** Friday 29 September



# Bonhams

#### **NEW YORK**

bonhams.com/impressionist © 2017 Bonhams & Butterfields Auctioneers Corp. All rights reserved. Bond No. 57BSBGL0808

### **BONHAMS RESTAURANT**

New Bond Street, London

If you're visiting Bonhams to view the Impressionist & Modern Art sale, why not take advantage of lunch in our Michelin starred restaurant.

ENQUIRIES

+44 (0) 20 7468 5868 reservations@bonhams.com

#### **OPENING TIMES**

Monday to Friday 9am - 5pm Lunch: 12noon - 2.30pm Dinner: Wednesday, Thursday & Friday, from 7pm



# Bonhams

#### RESTAURANT

bonhams.com/restaurant

#### NOTICE TO BIDDERS

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

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

#### 1. OUR ROLE

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

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

#### 2. LOTS

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

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

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

In most cases, an Estimate is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*' opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below. Lots can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

#### **Condition Reports**

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

#### The Seller's responsibility to you

The Seller does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Selfer* 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 l ot, to combine two or more l ots, to withdraw any Lot from a Sale and, before the Sale has been closed. to put up any Lot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buver will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the fall of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

#### 5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *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 / ots 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 l ot, 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 Buver 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. For this Sale the following rates of Buyer's Premium will be payable by Buyers of Lots:

25% up to £100,000 of the *Hammer Price* 20% from £100,001 to £2,000,000 of the *Hammer Price* 12% from £2,000,001 of the *Hammer Price* 

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific Sale Information page at the front of the catalogue.

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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

Hammer Price	Percentage amoun
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, shown beside the Lot number, 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

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

#### 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/exportcontrols/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

#### 13. CITES REGULATIONS

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

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

#### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature. volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buver'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

#### 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 decrees. 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.

Olt 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  $\Delta$ . 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.
- TP Objects displayed with a TP will be located at the Cadogan Tate 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.
- $\Delta \qquad \text{Wines lying in Bond.}$
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, \*, G,  $\Omega$ ,  $\alpha$  see clause 8, VAT, for details.

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

#### APPENDIX 1

#### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

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

#### SELLER'S UNDERTAKINGS

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- 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;
   6.1
- 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.

#### DESCRIPTIONS OF THE LOT

3

4

- 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.

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

#### RISK, PROPERTY AND TITLE

4.2

5

51

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

#### PAYMENT

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

#### COLLECTION OF THE LOT

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7.5

- 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*.
  - You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

#### 8 FAILURE TO PAY FOR THE LOT

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

#### THE SELLER'S LIABILITY

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

#### 10 MISCELLANEOUS

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

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

#### GOVERNING LAW

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

#### **APPENDIX 2**

#### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- We do not make or give and do not agree to make 1.6 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

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- 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 [<sup>AR</sup>], 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.
  - 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*.

#### COLLECTION OF THE LOT

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

If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of  $\Omega$  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*.

4.4

- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

#### STORING THE LOT

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6.1

6.2

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 *l* ot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

#### RESPONSIBILITY FOR THE LOT

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;

- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.3

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

#### 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

#### 9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

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

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

#### 10 OUR LIABILITY

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

- 10.3.1 We will not be liable to you for any loss of 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 nonconforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

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

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

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

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

#### MISCELLANEOUS

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- 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.

#### GOVERNING LAW

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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

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

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

#### SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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African, Oceanic & Pre-Columbian Art U.S.A Fredric Backlar +1 323 436 5416

American Paintings Kayla Carlsen +1 917 206 1699

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**Greek Art** Olympia Pappa

**European Sculptures** 

UK

U.S.A

UK

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# **Registration and Bidding Form**

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

#### 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	22 June 2017
Sale no. 24053		Sale venue: New Bon	d Street, London
If you are not attending the sale in person, please provide de prior to the sale. Bids will be rounded down to the nearest in for further information relating to Bonhams executing teleph endeavour to execute these bids on your behalf but will not l	crement. one, onli	Please refer to the Notice to the or absentee bids on you	to Bidders in the catalogu Ir behalf. Bonhams will
General Bid Increments: £10 - 200by 10s £200 - 500by 20 / 50 / 80s £500 - 1,000by 50s £1,000 - 2,000by 100s £2,000 - 5,000by 200 / 500 / 800s £5,000 - 10,000by 500s	£20,00 £50,00 £100,0	00 - 20,000by 1,000 10 - 50,000by 2,000 10 - 100,000by 5,000 100 - 200,000by 10,00 £200,000at the au	) / 5,000 / 8,000s Ds D0s
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)	I		
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc.	country	code)	
E-mail (in capitals)			
By providing your email address above, you authorise Bonhams to senc concerning Bonhams. Bonhams does not sell or trade email addresses.	l to this ad	dress information relating to Sa	les, marketing material and r
I am registering to bid as a private buyer		I am registering to bid a	as a trade buyer
If registered for VAT in the EU please enter your registration	n here:	Please tick if you have reg	istered with us before
Please note that all telephone calls are recorded	d		
		MAX bid in GBP (excluding premium & VAT)	Covering bid*
		, ,	

Telephone or Absentee (T / A)	Lot no.	Brief description	(excluding premium & VAT)	Covering bid*
FOR WINE SALES	ONLY			

Please leave lots "available under bond" in bond	I will collect from Park Royal or bonded warehouse	Please include delivery charges (minimum charge of £20 +
--	--	--

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Date:

	nature:

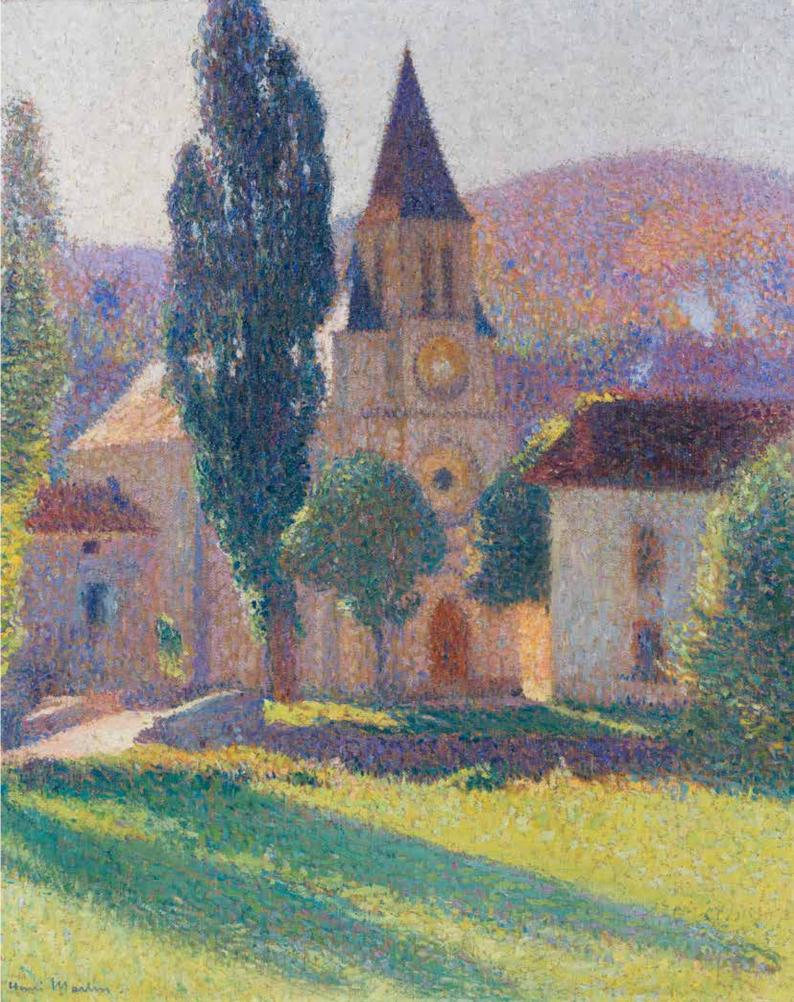
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#### Front cover, lot 10

Marc Chagall (1887-1985) Repos au bouquet de fleurs, gouache, India ink, wash, wax crayon and pencil on paper Executed circa 1980 Artwork: Chagall ® / © ADAGP, Paris and DACS, London 2017

#### Back cover, lot 14

René Magritte (1898-1967) Le bain de cristal, sanguine on paper Executed circa 1946-1949 Artwork: © ADAGP, Paris and DACS, London 2017

#### Lot 8

Jean Metzinger (1883-1956) Paysage à l'arbre rond, circa 1906 oil on canvas Wallraf-Richartz-Museum, Cologne. Photo: © Wallraf-Richartz-Museum, Cologne, Germany / AKG Images Artwork: © ADAGP, Paris and DACS, London 2017

Paul Signac (1863-1935) St. Tropez, the Custom's Path, 1905 oil on canvas Musée de Grenoble, Grenoble. Photo: © Musée de Grenoble, France / Bridgeman Images

Jean Metzinger (1883-1956) Landscape, 1912 oil on canvas Private collection. Photo: © Bridgeman Images Artwork: © ADAGP, Paris and DACS, London 2017

#### Lot 9

Raoul Dufy (1877-1953) Le Paddock, circa 1926 oil on canvas Private collection. Photo: © Christie's Images / Bridgeman Images Artwork: © ADAGP, Paris and DACS, London 2017

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Marc Chagall (1887-1985) La dormeuse aux fleurs, 1972 oil on canvas On permanent loan from the Batliner Collection, Graphische Sammlung Albertina, Vienna. Photo: © AKG Images Artwork: Chagall ® / © ADAGP, Paris and DACS, London 2017

Hugo Erfurth (1874-1948) Marc and Bella Chagall sepia photograph Private collection. Photo: © The Stapleton Collection / Bridgeman Images Artwork: © DACS 2017

#### Lot 11

Lovis Corinth (1858-1925) Totenkopf mit Eichenlaub, 1921 oil on canvas Leopold-Hösch-Museum, Düren, Germany. Photo: © AKG Images

Edouard Manet (1832-1883) Lilacs and Roses, 1880 oil on canvas Private collection. Photo: © Bridgeman Images

Lovis Corinth in 1915. © SZ Photo / Scherl / Bridgeman Images Rachel Ruysch (1664-1750) Flowers in a Vase, circa 1700 oil on canvas Liechtenstein Museum, The Princely Collections, Vienna. Photo: © LIECHTENSTEIN, The Princely Collections, Vaduz-Vienna/SCALA, Florence

Gerhard Richter (b.1932) Fels, 1989 oil on canvas Gerhard Richter Archiv, Staatliche Kunstsammlungen Dresden, Dresden Photo: © Gerhard Richter 2017 (0147) Artwork: © Gerhard Richter 2017 (0147)

#### Lot 13

Salvador Dalí in his Port Lligat studio with the painting *Christ of St. John of the Cross*, 17 November 1951. Photo: © Daniel Farson/Picture Post/Hulton Archive/Getty Artwork: © Image Rights of Salvador Dalí reserved. Fundació Gala-Salvador Dalí, Figueres, 2017.

Salvador Dalí (1904-1989) Christ of St. John of the Cross, 1951 oil on canvas Kelvingrove Art Gallery and Museum, Glasgow. Photo: © Bridgeman Images Artwork: © Culture and Sport Glasgow (Museums)

Salvador Dalí (1904-1989) La madone de Raphaël à la vitesse maximum, 1954 oil on canvas Centro de Arte Reina Sofia, Madrid. Photo: © Centro de Arte Reina Sofia, Madrid, Spain / AKG Images Artwork: © Salvador Dalí, Fundació Gala-Salvador Dalí, DACS 2017

Francisco de Zurbarán (1598-1664) *The Crucifixion, circa* 1630 oil on canvas Private collection. Photo: © Christie's Images / Bridgeman Images

Salvador Dalí (1904-1989) The Sacrament of the Last Supper, 1955 oil on canvas National Gallery of Art, Washington D.C. Photo: © National Gallery of Art, Washington D.C., USA / Bridgeman Images Artwork: © Salvador Dalí, Fundació Gala-Salvador Dalí, DACS 2017

Salvador Dalí (1904-1989) Madonna of Port Lligat, 1949 oil on canvas Marquette University Fine Art Committee, Milwaukee, Wisconsin. Photo: © Marquette University Fine Art Committee, Milwaukee, WI, USA / Bridgeman Images Artwork: © Salvador Dalí, Fundació Gala-Salvador Dalí, DACS 2017

#### Lot 14

Sketch by Magritte enclosed with the letter to Pierre Andrieu, Autumn 1946, Musée nationale d'art moderne centre Georges Pompidou, Paris. Artwork: © ADAGP, Paris and DACS, London 2017

René Magritte (1898-1967) Le bain de cristal, 1949 gouache on paper Private collection. Photo: © BI, ADAGP, Paris/Scala, Florence Artwork: © ADAGP, Paris and DACS, London 2017 René Magritte in 1950. Photo : © BI, ADAGP, Paris/Scala, Florence

René Magritte (1898-1967) Les affinites electives, 1933 oil on canvas Private collection. Photo: © BI, ADAGP, Paris/Scala, Florence Artwork: © ADAGP, Paris and DACS, London 2017

René Magritte (1898-1967) Les vacances de Hegel, 1958 oil on canvas Private collection. Photo: © Christie's Images, London/Scala, Florence Artwork: © ADAGP, Paris and DACS, London 2017

René Magritte (1898-1967) La corde sensible, 1960 oil on canvas Private collection. Photo: © BI, ADAGP, Paris/Scala, Florence Artwork: © ADAGP, Paris and DACS, London 2017

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The Dalí family in 1910. Photo: © Salvador Dalí, Fundació Gala-Salvador Dalí, Figueres, 2017

#### Lot 22

Henri-Edmond Cross (1856-1910) Baigneuses (La Joyeuse Baignade), 1899-1902 oil on canvas Private collection. © Christie's Images / Bridgeman Images

#### Lot 24

Henri Matisse (1869-1954) Le bonheur de vivre, 1905-1906 oil on canvas The Barnes Foundation, Philadelphia, Pennsylvania. Photo: © The Barnes Foundation, Philadelphia, Pennsylvania, USA, Bridgeman Images Artwork: © Succession H. Matisse/ DACS 2017

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Pierre-Auguste Renoir (1841-1919) Claude Renoir, jouant, circa 1905 oil on canvas Musée de l'Orangerie, Paris. Photo: © Bridgeman Images

Jean-Honoré Fragonard (1732-1806) A Boy as Pierrot, circa 1780 oil on canvas Wallace Collection, London. Photo: © Wallace Collection, London, UK / Bridgeman Images

The Renoir family in the artist's studio, *circa* 1902-1903. Photo: © Musée d'Orsay, Dist. RMN-Grand Palais / Patrice Schmidt

#### Lot 29

Eva Gonzalès (1849-1883). Photo : © Granger / Bridgeman Images





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