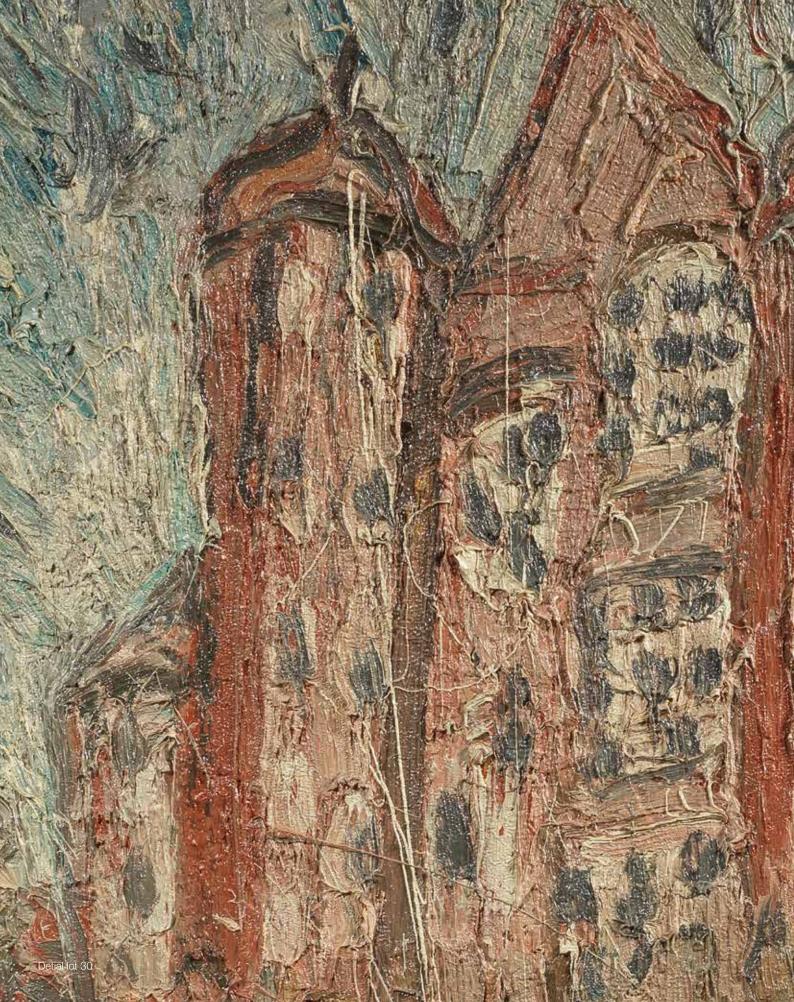
POST-WAR & CONTEMPORARY ART

Thursday 29 June 2017



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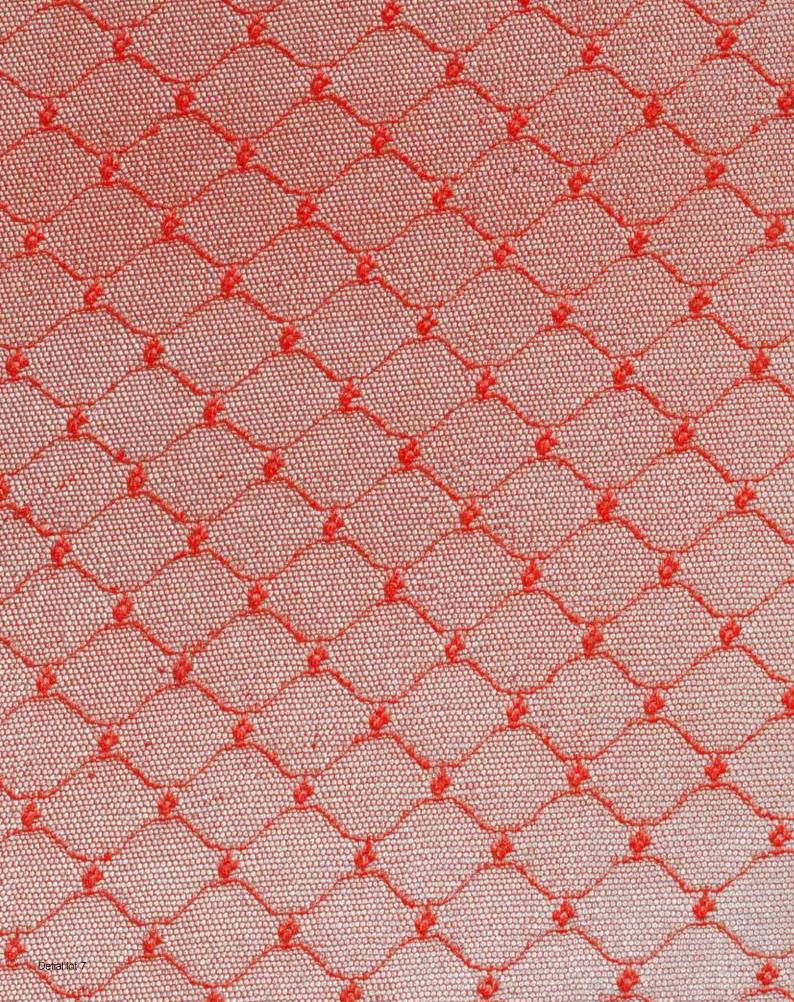












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POST-WAR & CONTEMPORARY ART

Thursday 29 June 2017, at 4pm 101 New Bond Street, London

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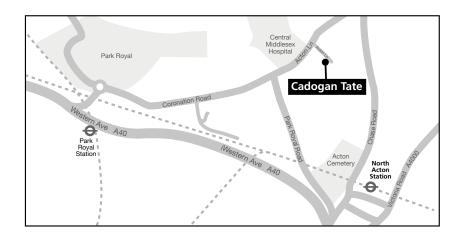
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POST-WAR & CONTEMPORARY ART

LOTS 1 - 40



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1*0

ALEXANDER CALDER (1898-1976)

Untitled 1949

signed and dated 49 gouache and ink on paper

57.2 by 78.7 cm. 22 1/2 by 31 in.

£30,000 - 50,000 US\$39,000 - 65,000 €34,000 - 57,000

This work is registered in the archives of the *Calder Foundation*, New York, under application number A25880.

Provenance

Estate of the Artist, New York Private Collection, New York Pace Gallery, London (no. L00756) Acquired directly from the above by the present owner

Exhibited

London, Pace Gallery, Calder After the War, 2013, p. 128, illustrated in colour



GERMAINE RICHIER (1904-1959)

Le cheval à six têtes, petit 1952-1953

signed and numbered HC1 to the base bronze

35 by 42.2 by 30 cm. 13 3/4 by 16 5/8 by 11 13/16 in.

This work was conceived in 1952-1953, and is from an edition of eight numbered versions and four subsequent editions numbered HC1, HC2, HC3 and EA.

£35,000 - 45,000 US\$45,000 - 58,000 €40,000 - 52,000

Provenance

Galerie Artcurial, Paris Haaken Christensen Collection, Norway Private Collection, Norway (by descent from the above) Sale: Sotheby's, Paris, Art Contemporain, Vente du Soir, 10 December 2008, Lot 18 Acquired directly from the above by the present owner

Exhibited

Zurich, Helmhaus, Die Frau als Künstlerin, Werke aus vier Jahrhunderten, 1958, no. 93 Paris, Galerie Creuzevault, Germaine Richier, 1959, no. 16 Paris, Musée Rodin, Histoires Naturelles, 1959, no. 138 Zurich, Kunsthaus, Germaine Richier: 1904-1959, 1963, no. 58 Paris, Galerie Creuzevault, Germaine Richier: 1904-1959, 1966, n.p., another example illustrated in black and white Paris, Musée National d'Histoire Naturelle, L'Animal de Lascaux à Picasso, 1977, no. 154 Chicago, Museum of Contemporary Art, Dada and Surrealism in Chicago Collections, 1984-1985, p. 210, another example illustrated in black and white Cajarc, Maison des arts Georges Pompidou, Autour d'une collection, le Président et Madame Georges Pompidou, 1994, the present example exhibited Berlin, Akademie der Künste, Germaine Richier, 1997, no. 53 Høvikodden, Henie Onstad Kunstsenter, Sal Haaken, 2003, p. 183, the present example illustrated in colour

Literature

Jean Cassou, Modern Sculptors: Germaine Richier, Amsterdam 1961, n.p., no. 16, another example illustrated in black and white Enrico Crispolti, 'Germaine Richier' in: I Maestri della Scultura, no. 65, 1966, p. 52, no. X, another example illustrated in black and white





Above

Ida Kar, Germaine Richier, 1954

© National Portrait Gallery, London

© ADAGP, Paris and DACS, London

Alternative view of the present work





A CAPTIVATING SCULPTURE BY **GERMAINE RICHIER**

LOT 3

3* ARTP

GERMAINE RICHIER (1904-1959)

La Vierge folle 1946

signed, numbered 0/6 and stamped Fonderie E. Godard Paris on the feet bronze on stone base

Bronze: 132 by 38 by 30 cm.

51 15/16 by 14 15/16 by 11 13/16 in.

Overall with Base: 145 by 45 by 35 cm.

57 1/16 by 17 11/16 by 13 3/4 in.

This work was conceived in 1946, and is from an edition of six numbered versions and five subsequent editions numbered HC1, HC2, HC3, EA and 0/6.

£180,000 - 250,000 US\$230,000 - 320,000 €210,000 - 290,000

This work is accompanied by a photo-certificate of authenticity issued by Madame Françoise Guiter.

Provenance

Estate of the Artist, Montpellier Ditesheim & Maffei Fine Art, Neuchâtel Acquired directly from the above by the present owner

Exhibited

Bern, Kunsthalle, Sculpteurs contemporains de l'Ecole de Paris, 1948, no. 123

Paris, Galerie Maeght, Germaine Richier, 1948 Basel, Kunsthalle, Arp, Germaine Richier, Laurens, 1948 Amsterdam, Stedelijk Museum, 13 sculpteurs de Paris, 1948-1949 Paris, Maison de la Pensée Française, La sculpture en France de Rodin à nos jours, 1949, no. 179

Basel, Kunsthalle, Sculptures: Germaine Richier et Peintures: Bissière, H.R. Schiess, Vieira da Silva, Raoul Ubac, 1954, no. 3 Paris, Musée National d'Art Moderne, Germaine Richier, 1956, p. 19, no. 6, another example illustrated in black and white (detail) Zurich, Kunsthaus, Germaine Richier, 1963, no. 27

Antibes, Musée Grimaldi-Chateau, Hommage à Germaine Richier, 1963 Arles, Musée Reattu, Germaine Richier, 1964, no. 13 Paris, Galerie Creuzevault, Germaine Richier: 1904-1959, 1966, n.p., another example illustrated in black and white

Annecy, Château des ducs de Nemours, Germaine Richier, 1967 Paris, Musée Rodin, IVe Exposition Internationale de Sculpture Contemporaine, 1971, n.p., no. 85, another example illustrated in black and white (detail)

Paris, Galerie Beaubourg, Germaine Richier, 1978, n.p., another example illustrated in black and white

Fontenay-aux-Roses, Château Sainte-Barbe, Hommage à Lucien Thinot, fondeur d'art, 1986

Humlebæk, Louisiana Museum of Modern Art, Germaine Richier, 1988. no. 8

Paris, Galerie H. Odermatt - Ph. Cazeau, Hommage à Germaine Richier (1902-1959), p. 21, another example illustrated in black and white Paris, Musée d'Art moderne de la Ville de Paris, Passions Privées:

Collections particulières d'art moderne et contemporain en France, 1995-1996, p. 276, no. 7, another example illustrated in black and white Saint-Paul de Vence, Fondation Maeght, Germaine Richier: Rétrospective, 1996, p. 73, no. 29, another example illustrated in colour and pp. 13 and 214, another example illustrated in black and white (installation view)

Berlin, Akademie der Künste, Germaine Richier, 1997, p. 92, no. 28, another example illustrated in black and white and pp. 175 and 188, another example illustrated in black and white (installation view) Venice, Peggy Guggenheim Collection, Germaine Richier, 2006, p. 74, another example illustrated in black and white and p. 75, another example illustrated in black and white Neuchâtel, Ditescheim & Maffei Fine Art, Horst Janssen - Germaine Richier, 2010, the present example exhibited Bern, Kunstmuseum; Mannheim, Kunsthalle, Germaine Richier. Retrospektive, 2013-2014, p. 90, no. 28, another example illustrated in black and white

Literature

Georges Limbour, 'Visite à un Sculpteur' in: Derrière le Miroir, no. 15, July 1948, p. 2, another example illustrated in black and white (installation view)

Yves Taillandier, 'Les Créateurs' in: Connaissance des Arts, no. 77, July 1958, p. 29, another example illustrated in black and white (installation view)

Jean Cassou, Modern Sculptors: Germaine Richier, Amsterdam 1961. n.p., no. 4, another example illustrated in black and white Enrico Crispolti, 'Germaine Richier' in: I Maestri della Scultura, no. 65, 1966, p. 52, no. III, another example illustrated in black and white Maurice Fréchuret, 1946, L'art de la Reconstruction, Antibes 1996, p. 58, another example illustrated in colour

Jennifer Buonocore and Clara Touboul Eds., Germaine Richier. New York 2013, p. 38, another example illustrated in black and white (installation view) and p. 42, another example illustrated in black and white (installation view)





Germaine Richier is now widely recognised as one of the greatest sculptors of the Twentieth Century despite being overlooked during her lifetime and in the decades which followed her premature death in 1959, her work overshadowed by her more famous male contemporaries. Combining a distinctive naturalism with elements of the surreal, demonstrating her love of materiality and her fascination with texture and volume, her sculptures are compelling and complex. In La Vierge Folle of 1946 we discover a nude female form, she is vulnerable yet also robust, displaying the voluptuous curves of a prehistoric female idol, imbuing a sense of the unpredictable and the uncertain. At slightly smaller than life size, this Vierge Folle (which translates literally as 'The Mad Virgin') seems rather exposed, unsure of her next move. The work's title likely refers to a biblical tale from the book of Matthew, in which five 'foolish' virgins miss out on the opportunity of marriage due to their failure to plan ahead. Created just after the end of World War II, at a time when the artist was able to return to her native France after a period of exile in Switzerland, this work recalls a period of dramatic change, the beginning, it seemed, of a new world order. Its impressive exhibition history demonstrates the historical importance of this work in Richier's wider oeuvre: as a sculpture which provokes a strong emotional reaction, this is surely an example of the artist at her finest, her most intense and her most perceptive.

Despite her clear debt to modernism, Richier remained resolutely traditional in some aspects of her practice. In sculptures such as La Vierge Folle we witness her interest in the disintegration of form, the roughness of the dark bronze surface demonstrating the dynamic gesturality of her creative process is reminiscent of her direct contemporary Alberto Giacometti, whom she studied with under the tutelage of Antoine Bourdelle. Yet there are few motifs more classical than a nude female form, with the most classic, contrappostal posing, that of a startled figure coyly covering herself evocative of the Aphrodite of Knidos, it is a subject that has been explored throughout the ages. In the creation of such sculptures, Richier insisted on the use of a live model, believing that this was a vital aspect of her work, suggesting that even the most imaginative sculptures needed to retain their roots in reality: "On peut ainsi déboucher de plain-pied dans la poésie. J'invente plus facilement en regardant la nature, sa presence me rend indépendante" (Like that we can lead straight into poetry. I invent more easily while looking at nature, its presence allows me to be more independent) (The artist in: Jean-Louis Prat, Germaine Richier: Retrospective, Paris 1996, p. 33). Embodying this fascinating artistic approach, this combination of the classical and the avant-garde, La Vierge Folle, 1946 is a vivid reminder of the importance of Germaine Richier's role in the development of modern sculpture. Presenting a rare opportunity to acquire an early sculpture of this size, the work is a fitting reminder, if one were needed, of her incredible insight into the vagaries of the human condition.



Above

Alberto Giacometti, Tall Figure, III, 1960

The Museum of Modern Art (MoMA) DIGITAL IMAGE © 2017 The Museum of Modern Art/Scala, Florence © The Estate of Alberto Giacometti (Fondation Giacometti, Paris and ADAGP, Paris), licensed in the UK by ACS and DACS, London 2017

Left

Alternative view of the present work

4 AR TP

GÜNTHER FÖRG (1952-2013)

Untitled 2008

signed and dated 08 oil and acrylic on canvas

180 by 150.5 cm. 70 7/8 by 59 1/4 in.

£80.000 - 120.000 US\$100,000 - 150,000 €92,000 - 140,000

We are most grateful to Mr. Michael Neff from the Estate of Günther Förg, Frankfurt, for the information he has kindly provided.

Provenance

Galerie Lelong, Zurich Galeria Carles Taché, Madrid Acquired directly from the above by the present owner

Günther Förg's Untitled from 2008 epitomises the artist's ongoing experiments with colour, shape and materiality. Accentuated by the gestural presence of the vivid brushstrokes, the artist distils the very essence of pigment and composition - merging form and content to an inseparable, harmonious entity.

Förg came to prominence in the 1980s, alongside internationally renowned titans of Post-War German art, including Martin Kippenberger and Albert Oehlen, following joint exhibitions at Galerie Max Hetzler in Cologne. Against the prevailing trend of figuration espoused by his contemporaries, Förg's artistic output largely focused on abstraction and his practice owes a huge debt to the monochromatic works of Blinky Palermo. Intensively creative throughout his multi-disciplinary career, the artist's experiments in the field of abstraction have covered a wide variety of media including sculpture, photography, graphics, installation and painting; a skilful mastery echoed in the depth and vigour of the present work.

Günther Förg's works are held in the most prestigious permanent collections including MoMA, New York, Tate Modern, London, and the Stedelijk Museum, Amsterdam. Recent exhibitions at the MMK, Frankfurt, the Museum der Moderne, Salzburg, MACBA, Barcelona and the Moscow Museum of Modern Art have accentuated his status as one of the leading artists of his generation.











CONTEMPORARY MASTERS

LOTS 5 - 7

A selection of three seminal works by:

Christopher Wool

Mark Bradford

Rudolf Stingel

CONTEMPORARY

CHRISTOPHER WOOL (B. 1955) Untitled 1991

enamel on paper

132.1 by 101.6 cm. 52 by 40 in.

This work was executed in 1991.

£850,000 - 1,250,000 US\$1,100,000 - 1,600,000 €980,000 - 1,400,000

Provenance

Luhring Augustine, New York (no. C3723 D42) Acquired directly from the above by the present owner





Untitled of 1991, represents the high watermark of Christopher Wool's earliest and most daring period of his career. The intensity of the contrast between black and white and the complexity of the composition single this work out as one of the finest examples from his enamel series. At first glance, this work may seem like a representational image of vines and leaves, a portrayal of a classic subject seen many times before in either landscape or still life. Closer inspection reveals that the work includes numerous repetitions, the same vines, the same leaves, over and over again, patterns with no clear beginning or end. The texture of the enamel on the paper reveal the use of rubber rollers, and the diversity of the paint surface, its blurred edges, its lacunae and its blots, demonstrate the delightful unpredictability of this manual process. Like Andy Warhol and even the Abstract Expressionists before him, Wool has always removed himself from the physical process of painting and making; leaving no evidence of his presence through brushstrokes or painterly flourishes. What at first seemed to be an image, a representation of the real world that could be searched for meaning, symbolism or narrative, can now be read as pure abstraction. Our perceptions, and our expectations, change.

Born in Boston and raised in Chicago, Christopher Wool arrived in New York in 1973, later studying for a time at the New York Studio School, also working as a studio assistant for sculptor Joel Shapiro. Mixing in creative circles in the post-punk milieu of early 1980s New

York City, Wool soon began to develop a questioning, even deeply cynical approach to current artistic practices. Looking for inspiration, he turned not only to the museum collections, but also to the art of the street. He rejected conventional ideas on colour, composition, material and technique: "At that time...for some reason it seemed important to me to not have to make composition. In the same way that colour was not something that was interesting to me or getting rid of it seemed to help" (the artist in: Martin Prinzhorn, 'Conversation with Christopher Wool', www.mip.at, 1997). By the late 1980s his black and white stencilled and rollered images were drawing attention from critics and collectors alike, and Wool's instantly recognisable, genuinely individualistic aesthetic began to reach a mass audience.

Many modern artists have struggled with the idea of their art as decoration. Mark Rothko, for example, hated the notion that his work was admired for its decorative qualities. Typically arch, Andy Warhol joked that collectors did not seem to mind a difficult subject matter as long as the colours in the canvas matched their curtains. Wool however faces this decorative dilemma head on. Unlike Rothko who intentionally rendered his paintings darker, heavier, less decorative, in the present work, Wool has intentionally appropriated an image directly from interior decoration, in this case the pattern of wallpaper. In twisting and turning it, stripping it of all colour, he renders it utterly abstract, devoid of the decorative qualities which were once its sole purpose. It is in starkly powerful images such as this which have established Wool as one of the most intellectually daring and visually exciting artists of recent times. His work is now held in major institutions including The Metropolitan Museum of Art, New York, the Kunsthalle, Basel and the Musée d'Art moderne de la Ville de Paris. He has recently been the subject of a solo exhibition at MoMA, New York and was the subject of a career-long survey at the Solomon R. Guggenheim Museum, New York and the Art Institute of Chicago. Wool may have consistently questioned the very purpose of painting throughout his career, but Untitled nevertheless displays his clear belief in its viability as an art form. In challenging the status quo, Christopher Wool has successfully created an art for the current times whose influence will be felt for years to come.

Above

Label on the reverse

Right

Detail of the present work



CONTEMPORARY MASTERS

6°

MARK BRADFORD (B. 1961)

Dream Deferral 2009

signed with the artist's initials, titled and dated 2009 on the reverse mixed media collage with metallic elements on canvas

122.2 by 152.2 cm. 48 1/8 by 60 in.

£1,000,000 - 1,500,000 US\$1,300,000 - 1,900,000 €1,100,000 - 1,700,000

Provenance

Sikkema Jenkins & Co., New York
Lambert Art Collection, Geneva (acquired from the above in 2010)
Sale: Christie's, London, *A Visual Odyssey Selections from LAC (Lambert Art Collection)*Staged by Jacques Grange, 14 October 2015, Lot 37
Acquired directly from the above by the present owner



Good morning, daddy! Ain't you heard The boogie-woogie rumble Of a dream deferred?

Excerpt from Langston Hughes, "Dream Boogie", Montage of a Dream Deferred, 1951

Born and raised in Los Angeles, Mark Bradford came to art relatively late, enrolling at the California Institute of Art in 1991 when he was already thirty years old. His rise to international prominence since then, however, has proved unusually swift, and his distinctive signature style has won him international acclaim and plaudits in recent years: in 2013 he was elected as a National Academician by the National Academy Museum and School of Fine Arts in New York, and in 2014 he was awarded the US Department of State's Medal of Arts. His list of solo exhibitions is now extensive, and his work currently hangs to universal commendation in the United States Pavilion at the 2017 Venice Biennale, making him one of the most sought after artists in the Contemporary scene.

Having been in the prestigious collection of Baroness Marion Lambert in Switzerland, *Dream Deferral* of 2009 exhibits the intricacies of Bradford's practice, in which we see him as a painter of modern life, who captures the mood and energy of our ever-changing world. His work is not representational, but instead employs the detritus which litters our environment to create large scale abstracts which combine the techniques of collage and *décollage*, and which vividly portray a sense of the artist's own life experience and beliefs. The artist himself describes his work as abstraction, but abstraction "with a social or political context clinging to the edges" (the artist in: Calvin Tomkins, 'What Else Can Art Do', www.newyorker.com, 22 June 2015).

In its complex surface, a scavenged assemblage of ripped and torn paper stuck onto a canvas and then later reworked, sanded, gouged, painted and torn again, we discover the endless flux of the built-up environment, or at least an abstract impression of it. This is a messy landscape, an imaginary, impossible map created from all sorts of unexpected materials such as newspaper scraps, hairdressing endpapers, billboard posters, advertising flyers. It may not be representational, but this canvas nevertheless encompasses an urban

intensity, with splashes of colour swept along in a wave of glittering silver. The title of this canvas references the poetry of Langston Hughes (1902-1967), one of the leading lights of the Harlem Renaissance whose work conveyed the life and noise of early Twentieth Century New York City, and whose writings opened up new avenues in American literature. Hughes' Montage of a Dream Deferred (1951) focuses on his neighbourhood of Harlem, and his poems both celebrate the energy and culture of the area whilst commiserating with the struggles and plight facing its largely African American population. Bradford's kinship with Hughes is profound, particularly in his works, including the present work, that capture his life in Los Angeles through abstract vet topographic landscapes. Connecting to the ominous presence of 'deferred dreams' that Hughes memorialized in his poems, Bradford has not been shy to discuss the challenges he faced as an African American growing up in a largely white neighbourhood, and as a gay man coming of age during the outbreak of the AIDS epidemic.

Today, after experiencing such profound success, Bradford continues to tackle these topics, notably in his current pavilion in Venice where he is representing the United States, but also more subtly in the materials used to make his now iconic canvases. Advertisements for products claiming to assist the buyer in achieving their 'deferred dreams', but in reality prey on the underserved populations of his hometown making these dreams all the more difficult to achieve, are frequently found in the layers of these beautiful, glimmering, canvases.

Dream Deferral, then, sees Bradford capturing Los Angeles through his intensely individual iconography. Yet as a paean to Hughes, a fellow observer and celebrant of urban life, the work has a sense of timelessness. Just as Hughes' poems sang of 1950s New York, so Dream Deferral sings of the vibrancy of Twenty First Century Los Angeles, that great melting pot of colours, cultures, and communities.



Mark Bradford in the US Pavilion, *Tomorrow Is Another Day*, at the 57th Venice Biennale, 2017 Photo by Awakening/Getty Images Entertainment/Getty Images





CONTEMPORARY

7* AR o

RUDOLF STINGEL (B. 1956)

Untitled 1988

oil and enamel on canvas

138 by 98 cm. 45 3/8 by 38 5/8 in.

This work was executed in 1988.

£200,000 - 300,000 US\$260,000 - 390,000 €230,000 - 340,000

Provenance

Galleria Massimo de Carlo, Milan Private Collection, Europe Sale: Sotheby's, London, Contemporary Art Day Auction, 27 June 2013, Lot 311 Galeria Elvira Gonzalez, Madrid Acquired directly from the above by the present owner





Perhaps as a result of his legendary virtuosity and uncommon technical skill, Rudolf Stingel has, throughout his career, demonstrated remarkable sang-froid when confronted by the sheer weight of art history: "All possible pictures have already been made. The only useful thing left to do, I believe, is to confront yourself with the picture, pushing it almost to the edge of a pit of failure and destruction" (the artist in: Francesco Bonami, 'Rudolf Stingel', www.voque.it, 27 May 2013). His ambition to push himself and his art to the very limits is perfectly embodied in Untitled (1988), a work which belongs to the important series of Silver Paintings executed between 1987 and 1994 which first brought Stingel to public attention. The surface of this painting, an early and powerful example from this series, is pink and glistening, seemingly almost translucent, shimmering in the light, reflective and ever changing. It may be painted on canvas, but this work is far from traditional. Rather it is provocative and challenging, Stingel is attempting here to demystify the artistic process, whilst proposing larger questions around the role of the artist in general.

The techniques used to produce this visually stunning work are simple and yet ingenious. The canvas is first coated with a single colour (in this case a rich reddish pink); next a piece of lacy gauze fabric is placed over the top, and a film of silvery paint is sprayed across the surface. Once the fabric is removed the end result is revealed, this strangely lyrical web of colour and line, a delicate mesh of pattern. The intricacies

of this process are well known, as Stingel himself published illustrated instructions in how to create your own similar work in 1989 at the Venice Biennale. In this way, like a stage magician revealing his secrets, he has effectively democratised the creative process, and redefined the role of the artist. Follow the instructions, and what you have at the end is open to question, however; is it your own work, or have you simply created another 'Rudolf Stingel'? The present work can be interpreted on both an aesthetic and a conceptual level, a combination which is now seen as typical of Stingel's work.

As witnessed in recent solo shows at the Neue Nationalgalerie, Berlin, the Vienna Secession, Vienna and Palazzo Grassi, Venice the artist's paintings and installation often invite audience participation; his enormous wall of bright orange carpet which can be stroked, rubbed and drawn into by the public is currently one of Tate Modern's most popular exhibits. Uncompromising and yet approachable, Stingel's art, it seems, can enchant just as much as it can challenge.

Above

Gerhard Richter, Abstraktes Bild, 1988 © Gerhard Richter 2017 (0162)

Right

Detail of the present work





TWO ELEGANT WORKS BY **EDUARDO CHILLIDA**

LOTS 8 - 9

Born in Donostia (also known as San Sebastián) in 1924, Chillida was proud of his Basque heritage; the title of the terracotta sculpture Lurra is the Basque word for 'earth', a reference to the material from which is has been fashioned. Influenced by his studies of architecture in Madrid from 1944 to 1946, Chillida quickly turned to sculpture after completing his studies, and moved to Paris, then the international capital of the avantgarde. The pull of his native land was strong, however, and by 1955 he was back in the Basque country, where he would largely remain until his death. The importance of this place, its landscape, its geography and its geology, on Chillida's practice has been well noted: "His art is descriptive of the interaction of natural forces and the authority with which his sculpture speaks stems from the geography of his own native land" (Roland Penrose in: Chillida, London 1990, p. 52).

Created from stone, lead and terracotta, the forms of Piedra Incrustación Plomo (1962) and Lurra XXIII (1978) are crafted from the very stuff of the earth. Enticingly tactile, ceaselessly evocative, they display the virtuosity of Eduardo Chillida, a man now appreciated as one of the Twentieth Century's greatest abstract sculptors. Both were first acquired at the iconic Galeria Maeght, the Paris gallery which began to exhibit and promote Chillida's work in the late 1950s, and was to play an important role in introducing him to an international audience; indeed, a monumental granite sculpture by the artist can now be found in the gardens of the Fondation Maeght in Saint-Paul de Vence, a vivid reminder of this crucial, career-defining relationship. Since then the works have remained in the same family collection, only now appearing at auction for the first time.

Eduardo Chillida created sculptures in many different sizes for many different locations. His impressive large-scale works can be found in public spaces across the world, from Paris to Dusseldorf, Barcelona to Dallas, with many to be found in his beloved Donostia. In the two following works, however, we find the artist at work on a more intimate scale, creating delicate works which can be experienced on a more personal level, even held in the hand. Piedra Incrustación Plomo (which literally translates as "Stone Incrustation Lead") of 1962 consists of a slab of stone, its surface veined with a network of metal lines. Meanwhile Lurra XXIII of 1978 is a cube of terracotta, its edges softened, its volume split into what appear to be two interlocking elements.

Both works belong to important series by Chillida, and display many of the key themes that he explored over his lifetime. They hint at the biomorphic, the mineral, and artfully exploit the sensual textures and forms of nature. They are surely inspired by the landscape around Donostia, but the power that these two objects convey is universal; despite the delicacy of the lines and incisions, these weighty works of sculpture make an impact on both a visual and emotional level, an impact which defies limitations or boundaries.

8* AR

EDUARDO CHILLIDA (1924-2002)

Piedra Incrustación Plomo 1962

incised with the artist's signature and monogram stone and lead

13.5 by 20.3 by 3 cm. 5 5/16 by 8 by 1 3/16 in.

This work was executed in 1962.

£20,000 - 30,000 US\$26,000 - 39,000 €23,000 - 34,000

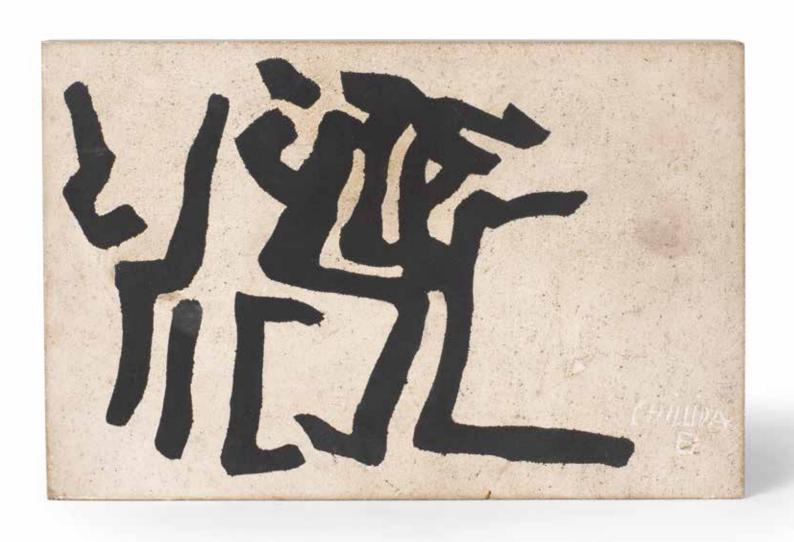
This work is registered in the archives of the Museo Chillida-Leku, Hernani, under no. 1962.004.

Provenance

Galerie Maeght, Paris Acquired directly from the above by the previous owner circa 1980 Thence by descent to the present owner

Literature

Ignacio Chillida and Alberto Cobo, Eduardo Chillida I (1948-1973): Catalogo Razonado de Escultura, San Sebastián 2014, p. 178, no. 1962.004, illustrated in black and white



9* AR

EDUARDO CHILLIDA (1924-2002)

Lurra XXIII 1978

incised with the artist's monogram terracotta

20.5 by 13 by 12 cm. 8 1/16 by 5 1/8 by 4 3/4 in.

This work was executed in 1978.

£65.000 - 85.000 US\$84,000 - 110,000 €75,000 - 98,000

This work is registered in the archives of the Museo Chillida-Leku, Hernani, under no. 1978.040.

Provenance

Galerie Maeght, Paris Acquired directly from the above by the previous owner in 1980 Thence by descent to the present owner

Exhibited

Paris, Galerie Maeght, Lurrak, terres de grand feu, 1980

Literature

Octavio Paz, Chillida, Pittsburgh 1979, p. 173, no. 274, illustrated in black and white Ignacio Chillida, Alberto Cobo and Ina Busch, Eduardo Chillida II (1974-1982): Catalogo Razonado de Escultura, San Sebastián 2017, p. 167, no. 1978.040, illustrated in colour



10 AR

LUCIO FONTANA (1899-1968)

Concetto Spaziale 1956

signed painted terracotta

Diameter: 50 cm. 19 11/16 in.

This work was executed in 1956.

£40,000 - 60,000 US\$52,000 - 77,000 €46,000 - 69,000

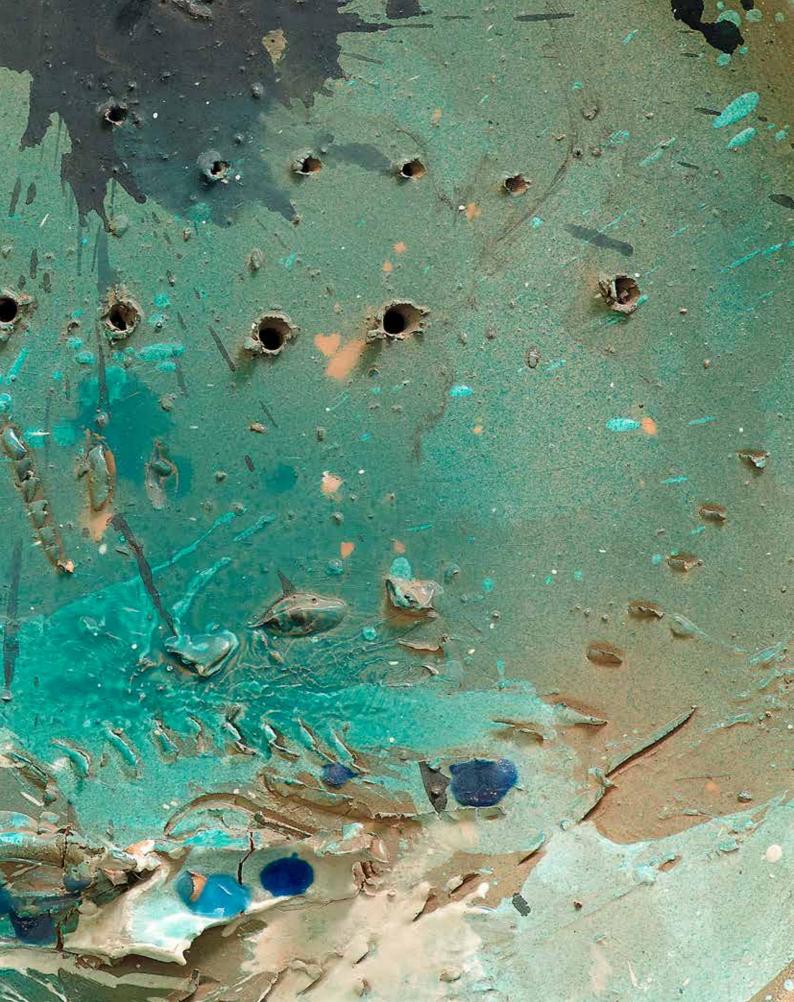
This work is registered in the Fondazione Lucio Fontana, Milan, under no. 1367/7.

Provenance

Galleria Blu, Milan Acquired directly from the above by the previous owner Thence by descent to the present owner







FRANCO ANGELI (1935-1988)

Untitled 1963-1969

signed and dated 63-69 on the reverse acrylic and gauze on canvas

70 by 70 cm. 27 9/16 by 27 9/16 in.

£10,000 - 15,000 US\$13,000 - 19,000 €11,000 - 17,000

This work is registered in the Archivio Franco Angeli, Rome, under no. P-090317/1099, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Italy Sale: Nuova Brerarte, Milan, Arte contemporanea, astratto e avanguardie, 22 October 1990, Lot 153 Private Collection, Turin Acquired directly from the above by the present owner in 2000



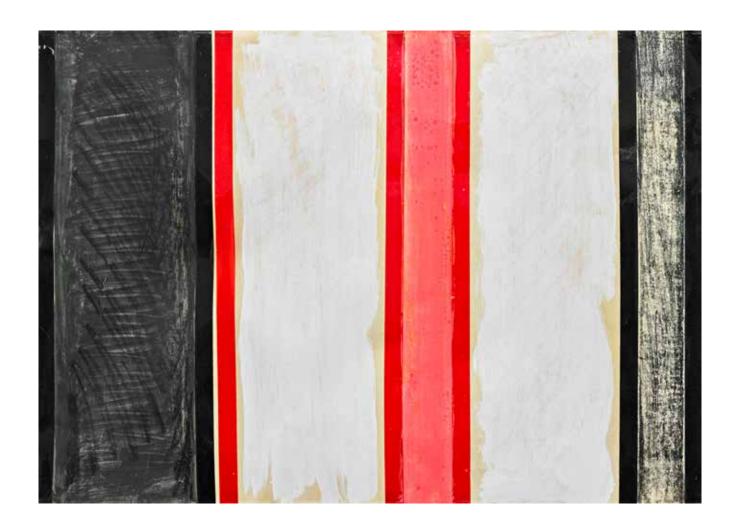
Andy Warhol, Hammer and Sickle, 1976 The Museum of Modern Art DIGITAL IMAGE © 2017, The Museum of Modern Art/Scala, Florence © 2017 The Andy Warhol Foundation for the Visual Arts, Inc. / Artists Rights Society (ARS), New York and DACS, London.

Franco Angeli was a founder of the Italian Pop Art movement being a key member of the Scuola di Piazza del Popolo; the group took its name from the square in Rome where Angeli would gather with fellow artists Mario Schifano, Tano Festa, Giosetta Fioroni, Francesco Lo Savio and Pino Pascali in the early 1960s, meeting at the famous Bar Rosati and at Galleria La Tartaruga, to discuss art, literature and politics. These artists went on to create iconic works of Italian Pop Art which are now highly sought after by museums and international collectors. Angeli's oeuvre is extremely political, reflecting his enduring sympathy for the Communist Party, as well as his obsession with symbols and their power.

Untitled from 1963-1969 bears one of the artist's iconic leitmotifs, the 'Falce e Martello' (hammer and sickle). It is executed in acrylic and gauze, the latter being one of the artist's favourite materials with which he covered some of his most important works from the period. Angeli discovered this material at a young age whilst working in an upholstery shop. The use of simple material with no links to fine art is mirrored in works by Robert Rauschenberg and Tom Wesselmann created during the first half of the 1960s.

This work pre-dates by nearly a decade Andy Warhol's famous Hammer and Sickle series, which the American artist started after returning from a trip to Italy in October 1975.





12 AR **TANO FESTA (1938-1988)** 15-N.15 (bianco - rosso e nero) 1961

signed, titled and dated 61 on the reverse tape collage and mixed media on card

50 by 70 cm. 19 11/16 by 27 9/16 in.

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

This work is registered in the Studio Soligo - Archivio Storico Tano Festa, Rome, under no. RMS615704070177, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Rome (acquired directly from the artist by the previous owner circa 1965) Thence by descent to the present owner



MIMMO ROTELLA (1918-2006)

Lettere 1961

signed; titled on the reverse décollage on board

42 by 32 cm. 16 9/16 by 12 5/8 in.

This work was executed in 1961.

£8,000 - 12,000 US\$10,000 - 15,000 €9,200 - 14,000

Provenance

Galleria La Salita, Rome Gian Enzo Sperone, Turin Galleria la Bertesca, Genoa Private Collection, Italy Thence by descent to the present owner

Exhibited

Florence, Galleria II Ponte, Roma-London-Paris, 2004, p. 52, no. 8, illustrated in colour

Literature

Germano Celant, Mimmo Rotella: Catalogo ragionato. Volume primo 1944-1961. Tomo II, Milan 2016, p. 699, no. 1961 012, illustrated in colour

MARIO SCHIFANO (1934-1998)

Untitled 1965-1967

signed gouache and ink on paper

99 by 69 cm. 39 by 27 3/16 in.

This work was executed in 1965-1967.

£8,000 - 12,000 US\$10,000 - 15,000 €9,200 - 14,000

This work is registered in the Archivio Mario Schifano, Rome, under no. 03450170408, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Rome (acquired directly from the artist by the previous owner circa 1967) Thence by descent to the present owner



PIERO DORAZIO (1927-2005)

Individuato 1968

signed, titled, dated 1968 on the reverse, with the Studio Piero Dorazio stamp and number 6072 on the stretcher and on the overlap oil on canvas

90.3 by 66 cm. 35 9/16 by 26 in.

£45,000 - 65,000 US\$58,000 - 84,000 €52,000 - 75,000

This work is accompanied by a photo-certificate of authenticity signed by the artist and numbered 6072.

Provenance

A. Litrico Collection, Rome Private Collection, Verona Anfiteatro Arte, Padua Galleria d'Arte Vera Docci, Forte dei Marmi Private Collection, Turin Private Collection, Bergamo Acquired directly from the above by the present owner

Padua, Anfiteatro Arte, Piero Dorazio, 2007, p. 77, illustrated in colour and p. 126, illustrated in black and white

Literature

Marisa Volpi Orlandi and Giorgio Crisafi, Dorazio, Venice 1977, n.p., no. 1005, illustrated in black and white



GIANFRANCO BARUCHELLO (B. 1924)

L'uccello direttore ha azionato in tempo il bottone di disinnesco 1974

incised with the artist's signature, dated 1974 and titled on a metal plaque affixed to the front; signed, dated 1974 and titled on the reverse of the box

paper, ink, watercolour, photograph, plastic, copper wire, metal, glass, glue and mixed media in a wooden box

30 by 40 by 12.7 cm. 11 13/16 by 15 3/4 by 5 in.

£7,000 - 10,000 US\$9,000 - 13,000 €8,000 - 11,000

This work is registered in the Fondazione Baruchello, Rome, and is accompanied by a photo-certificate of authenticity.

Provenance

Galleria L'Archipelago, Turin (no. 26) Artiscope, Brussels (no. ZM 108) Galleria Schwarz, Milan (no. C 1988) Private Collection, Italy Thence by descent to the present owner

Milan, Galleria Schwarz, Introduzione a Baruchello: Tradizione Orale e Arte Popolare in una Pittura d'Avanguardia, 1975, p. 36, no. 17, illustrated in black and white



17* AR TP

MICHELANGELO PISTOLETTO (B. 1933)

Mir-Noir 4 1986

signed and dated 1986 charcoal and mirror on paper laid on canvas

185.1 by 223 cm. 72 7/8 by 87 13/16 in.

£40,000 - 60,000 US\$52,000 - 77,000 €46,000 - 69,000

Provenance

Galerie de France, Paris Xin Dong Cheng Gallery, Beijing Acquired directly from the above by present owner in 2006

Exhibited

Paris, Galerie de France, Michelangelo Pistoletto, 2004

In 1986 Le Magasin - Centre National d'Art Contemporain, Grenoble staged Michelangelo Pistoletto - le temps du miroir a month long installation during which the artist covered 680 square meters of wall with paper, which he then spent a month drawing over in charcoal. The installation, including the monumental mirror displayed at the centre of the hall, led to the Mir-Noir series of works, including the present work.



18^{TP}

SHUSAKU ARAKAWA (1936-2010)

Untitled No.1 1969

signed, titled and dated 1969; signed, dated 1969 and inscribed Untitled on the reverse acrylic, felt tip pen and pencil on canvas

125 by 183.8 cm. 49 3/16 by 72 3/8 in.

£25,000 - 35,000 US\$32,000 - 45,000 €29,000 - 40,000

Provenance

Dwan Gallery, New York Private Collection, Europe Private Collection, Europe (by descent from the above) Acquired directly from the above by the present owner

Exhibited

New York, Dwan Gallery, Arakawa: Decisive Evidence, 1969 Paris, ARC du Musée d'art moderne de la ville de Paris, Arakawa, 1970, no. 10

Shusaku Arakawa, Tokyo 1979, n.p., twice illustrated in black and white (installation views) Charles Haxthausen et. al., Constructing the Perceiver - Arakawa, The Experimental Works, Tokyo 1991, p. 144, illustrated in black and white (incorrectly titled) and p. 277, illustrated in black and white (installation view)

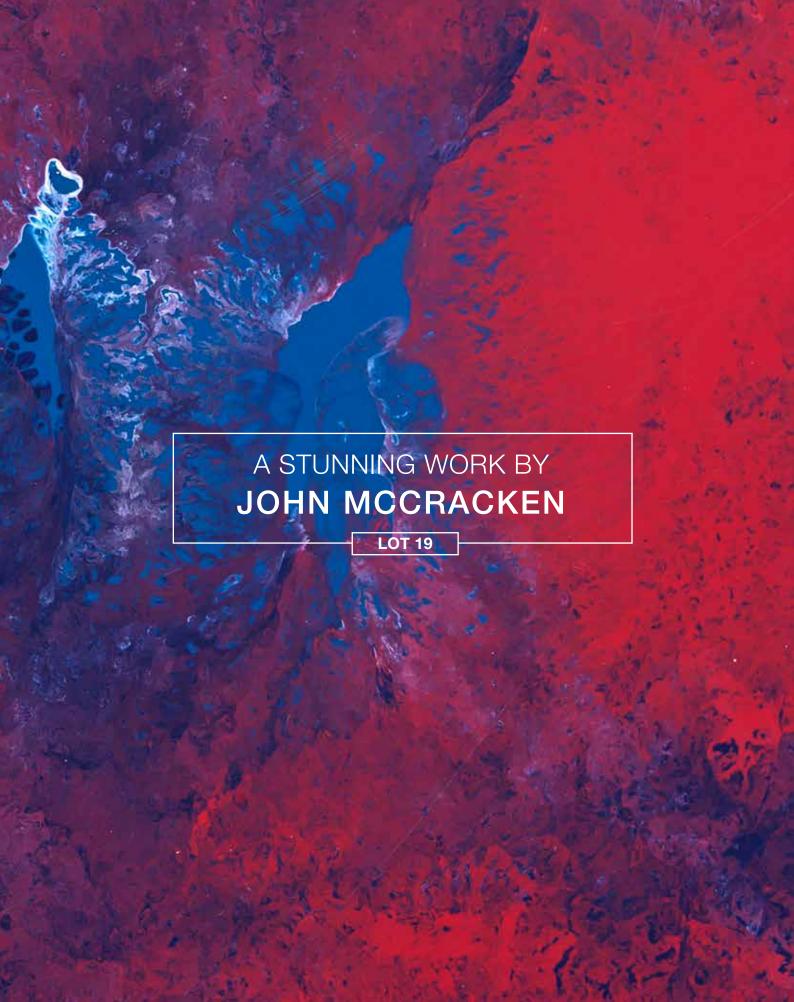


The present work (far right) installed at Dwan Gallery, New York, in 1969 © 2016 Estate of Madeline Gins. Reproduced with permission of the Estate of Madeline Gins.

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TITLE MATERIAL ...





19 ^{TP} **JOHN MCCRACKEN (1934-2011)** KA-ZA-LA 1985

signed with the artist's initials, dated 85 and inscribed VI on the upper end polyester resin, fibreglass and wood

284.8 by 53.4 by 11.5 cm. 112 1/8 by 21 by 4 1/2 in.

£200,000 - 300,000 US\$260,000 - 390,000 €230,000 - 340,000

Provenance

Flow Ace Gallery, Los Angeles Galerie Nordenhake, Stockholm Persons & Lindell Gallery, Helsinki Acquired directly from the above by the present owner in 1990

Exhibited

Los Angeles, Flow Ace Gallery, John McCracken, 1985 Lyon, Musée St. Pierre d'Art Contemporain, La Couleur Seule, l'expérience du monochrome, 1988, p. 329, no. 195, illustrated in colour (installation view) Helsinki, Persons & Lindell Gallery, Bridges: Anttila, Charlton, Gudmundsson, Mangold, McCracken, Rückriem, Kirschenbaum, Uglow, Umberg, Quaytman, 1990



Inscription on the present work





Like all of John McCracken's greatest works, KA-ZA-LA of 1985 is a slab of pure, joyful colour. From the artist's iconic Planks series, the present work was originally exhibited at the Flow Ace Gallery, Los Angles before being exhibited at the Musée St. Pierre d'Art Contemporain, Lyon, now coming to auction for the first time. Inscribed VI to one end, a marking to differentiate each work rather than indicate an edition or order of execution, the work's title was chosen for the sound and rhythm it presents when spoken, with the 'Ka' further referencing the Egyptian notion of the spirit of the soul.

Typical of Minimalism, the 1960s artistic movement with which McCracken is generally associated, the sculpture exists in the same space as the viewer, leaning against a wall, never raised on a pedestal or lifted onto a base. In this way it can be viewed more effectively; at almost three meters in height, it dominates any environment in which it is placed, drawing the viewer towards its slick, shiny surface which bursts with a vivid array of colour, as vaporous blues and rich reds meld into warm purples. Buffed and polished, seemingly flawless, the alluring simplicity of KA-ZA-LA gives no hint of the long and laborious process involved in its creation, leading us beyond the realms of materiality and into a glowing world of hypnotic luminosity.

McCracken's unique style developed from two apparently contrasting influences; the enormous canvases of the Colour Field painters, most notably Barnett Newman, and sculptures produced from artists of the Minimalism movement such as Donald Judd and Carl Andre. It is thanks to these diverse inspirations that we see here a simple sculptural form combined with an intense range of colours. In particular, the notable verticality of Newman's work is referenced here, those famous 'zips' shooting upwards through space as seen in paintings such as Onement III from 1949 now in the collection of MoMA, New York. As a threedimensional object which is supported by a wall and which makes vivid use of bright colours, KA-ZA-LA is a sculpture with a richly painted surface, blurring the lines between conventional painting and sculpture, opening up new ways for viewers to experience art. Comparisons can further be made with architecture, this work recalling the elegant simplicity of a Doric column, combining classical proportions with a modern taste for colour and sheen. Ultimately, in McCracken's distinctive works, terms such as painting, sculpture and architecture seem largely redundant; he viewed colour as a virtual medium, the actual materials used to create a work playing a minor role in the success of the final product: "I think of color as being the structural material I use to build the forms I am interested in. The fact that in another sense I use plywood, fibreglass and lacquer as structural materials is of less importance" (the artist in: Rachel Rivenc, Made in Los Angeles: Materials, Processes, and the Birth of West Coast Minimalism, Los Angeles 2016, p. 114).

The importance of McCracken's artistic approach was recognised early in his career, and his work was included in a number of the most important Minimalism exhibitions of the 1960s, including American Sculpture of the Sixties, held at the LACMA, Los Angeles in 1967. In more recent years he was honoured with solo shows throughout Europe, and in 2011, the year of the artist's death, the Castello di Rivoli in Turin organised a large-scale retrospective. In addition, his works are held in some of the world's most prestigious public collections, including



those of MOCA, Los Angeles; MoMA, New York; Palais des Beaux-Arts, Brussels; SFMoMA, San Francisco; Solomon R. Guggenheim Museum, New York; the Whitney Museum of American Art, New York; and the Musée d'Art Moderne et Contemporain, Geneva. In this way his status as one of the great innovators of the late Twentieth Century has been confirmed, and his work, avant-garde and unconventional and yet always highly sensuous and lyrical, has earned its well-deserved place in Post-Modern canon.

Above

Barnett Newman, Onement III, 1949 The Museum of Modern Art DIGITAL IMAGE © 2017, The Museum of Modern Art/Scala, Florence © The Barnett Newman Foundation, New York / DACS, London 2017

Left

The present work

20 ^{AR o}

BANKSY (B. 1975)

Laugh Now But One Day We'll Be In Charge 2000

signed in stencil acrylic and stencil spray paint on canvas

61 by 61 cm. 24 by 24 in.

This work was executed in 2000.

£120,000 - 180,000 US\$150,000 - 230,000 €140,000 - 210,000

This work is accompanied by a certificate of authenticity issued by Pest Control Office.

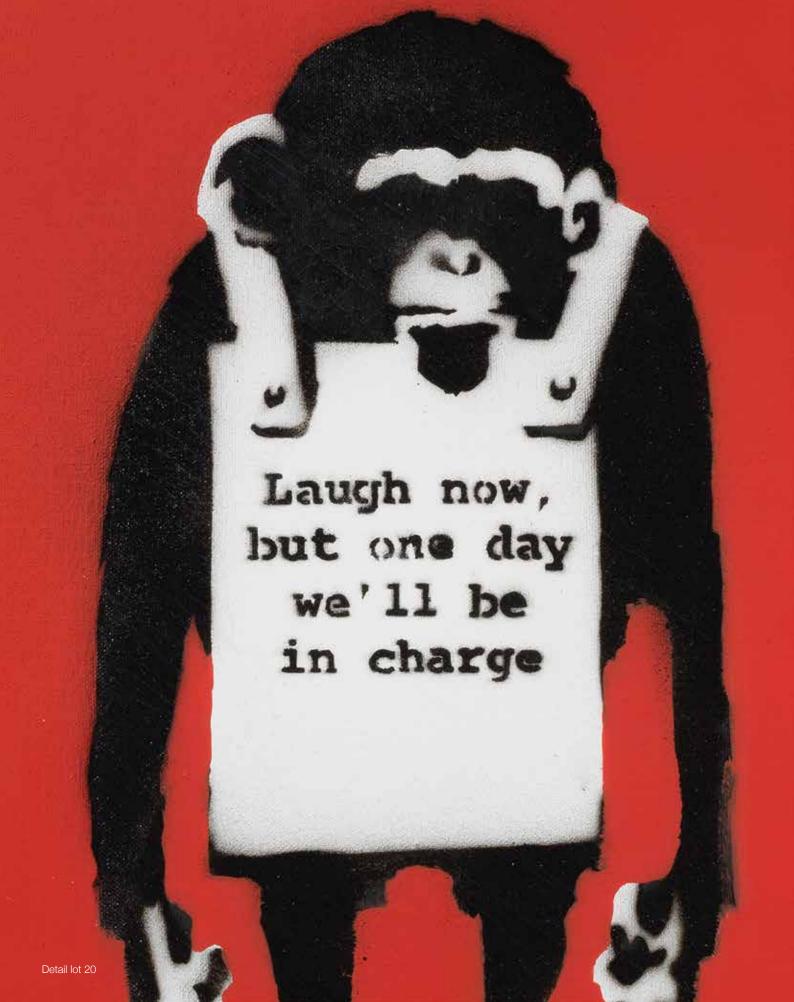
Provenance

Eat the Beat Records, Bristol Private Collection, UK (acquired from the above in 2000) Sale: Sotheby's, London, Contemporary Art, 15 October 2007, Lot 106 Acquired directly from the above by the present owner

Exhibited

Bristol, Eat the Beat Records, Come on you Reds!, 2000





30n(34



AN ICONIC PAINTING BY ANDY WARHOL

LOT 21

21*0 **ANDY WARHOL (1928-1987)**

Lenin 1986

signed and dated 86 on the overlap acrylic and silkscreen ink on canvas

56 by 40.5 cm. 22 1/16 by 15 15/16 in.

£650,000 - 750,000 US\$840,000 - 970,000 €750,000 - 860,000

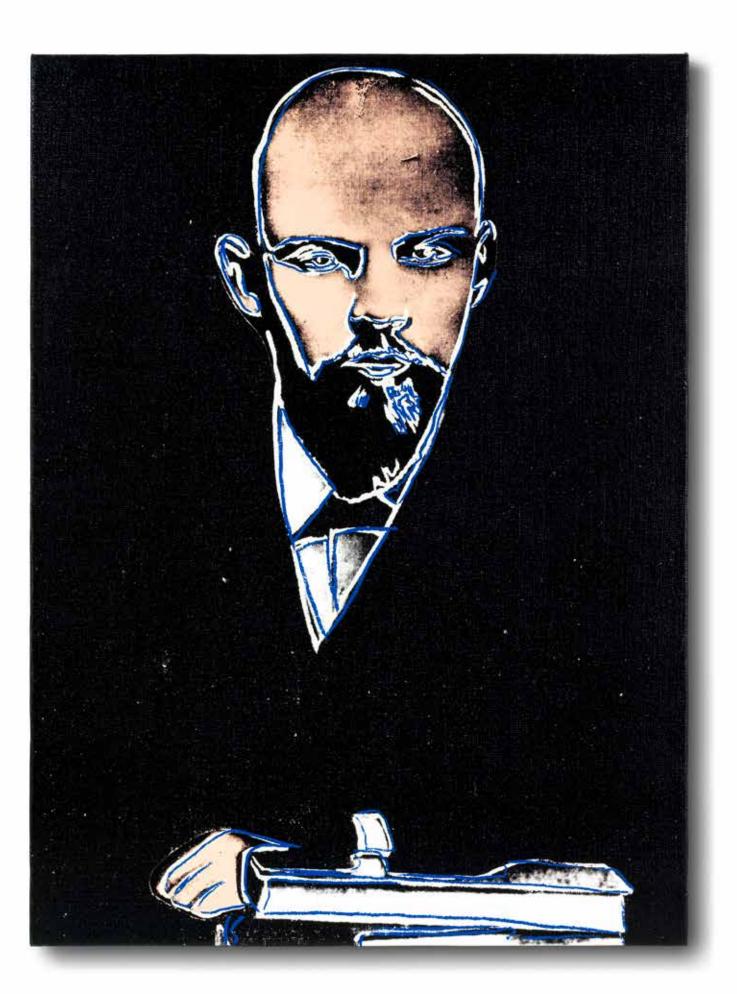
Provenance

Galerie Klüser, Munich (no. 4592) Acquired directly from the above by the present owner

Munich, Galerie Klüser, Lenin by Warhol, 1987, p. 47, illustrated in colour



Signature on the reverse





Above

Photograph (portrait of Lenin)
The Andy Warhol Museum, Pittsburgh; Founding Collection, Contribution The Andy Warhol Foundation for the Visual Arts, Inc. T583.1

Right

Label on the reverse

Andy Warhol's ability to confer greatness on the most mundane of objects, to fetishise the individual regardless of their history and to create beauty from horror through the mere application of acrylic and silkscreen ink is rightly legendary and never more thoughtfully so that with the present work. This conversion of quotidian to remarkable through the 'Warhol effect', created images that in turn became some of the most ubiquitous and quintessential depictions of the sitters. He gave this treatment to Marilyn Monroe and Jacqueline Kennedy in the 1960s, Chairman Mao in the 1970s, and in the 1980s, in the final months of his life, he did it to Vladimir Ilyich Ulyanov (1870-1924), the Russian intellectual, revolutionary and politician now better known by his alias: Lenin. The present work from 1986 is an arresting canvas based on a black and white photograph taken in 1897, in which Lenin posed amongst a group of fellow Social Democrats; later the photograph was cut down to focus solely on the figure of Lenin, and it was in this form that it was passed to Warhol. Screened onto canvas, its darker tones deepened to obsidian black, the figure highlighted in a luminous frame of sketchy white line, the already powerful source photograph is rendered even more intense. The result is a searing portrait of one of the most influential (and controversial) figures of the modern age, painted by arguably the greatest artist of the late Twentieth Century.

The original photograph used for Lenin (1986) was actually presented to Warhol by German gallerist Bernd Klüser, who was interested in organising an exhibition with the American Pop master. Warhol was open to new ideas and inspiration, and Klüser recognised the potential of this image of the Russian revolutionary: "We had already been planning for two years to cooperate on a project which was to strike out in a new direction: instead of reproducing the stereotyped icons of everyday life in America, Warhol would be confronted with an image which went against the grain of his usual preoccupations. By virtue of both its content and formal quality, the photograph of Lenin seemed ideal for the purpose" (Bernd Klüser in: Lenin by Andy Warhol, Munich 1987, p. 68). Klüser's hunch proved correct, and his rather tatty little source photograph ultimately inspired what was to become Warhol's last great series of canvases. The show of his Lenins in Klüser's Munich gallery opened on 24th February 1987, two days after the artist's unexpected death in New York. The present work was purchased from that very gallery and has remained in the same private collection ever since.

GALERIE KLÜSER

ANDY WARHOL

Lenin, 1986

Silkscreen on canvas, acrylic paint

56 cm x 40,5 cm

4592

GEORGENSTRASSE 15 D 80799 MÜNCHEN TELEFON 089 384 0810 - FAX 089 384 08 120 INFO@GALERIEKLUESER.COM WWW.GALERIEKLUESER.COM

Even when he painted political figures such as Lenin, Warhol was never intending to make political art. Instead he was interested in the power of the image, the public façade of the popular figure. Whilst previous generations of portraitists had attempted to portray the inner workings of the soul, to capture the true personality of the sitter, Warhol was always fascinated by the artifice, the mask presented to the world at large. In the decades after his death, images of Lenin inspired wildly different responses in different communities. To Russians, he was presented as a hero of the Revolution, a founding father of the nation. In the West, however, he more commonly represented the spectre of the Communist threat. It is perhaps this spectre that we recognise most clearly in Warhol's Lenin, in this glowing, ghostly figure which emerges from the darkness. The books that rest in front of Lenin remind us that he was a great thinker and theorist, his bold pose presents him as a figure to be reckoned with. It is the eyes which draw the most attention here; highlighted in pure white and rimmed with midnight blue, they are piercing, unnervingly perceptive. The power of Lenin the man and Lenin the political symbol are evoked in this remarkable work. Lenin bears witness to the final flourishing of a career which has come to define modern art, an incomparable work of Pop genius, it is a perfect example of Andy Warhol's unique ability to sublimate a humble image into an art icon.

22 ^{AR}

BANKSY (B. 1975) Keep It Real 2002

signed in stencil on the turnover edge acrylic and stencil spray paint on canvas

20.2 by 20.2 cm. 7 15/16 by 7 15/16 in.

This work was executed in 2002.

£40,000 - 60,000 U\$\$52,000 - 77,000 €46,000 - 69,000

This work is accompanied by a certificate of authenticity issued by Pest Control Office.

Provenance

Santa's Ghetto, London Acquired directly from the above by the present owner in 2002



23 ^{AR}

BANKSY (B. 1975)

Gangsta Rat 2004

signed in stencil on the turnover edge; signed and numbered 11/25 on the stretcher stencil spraypaint and spraypaint on canvas

40.5 by 30.5 cm. 15 15/16 by 12 in.

This work was executed in 2004.

£70,000 - 100,000 US\$90,000 - 130,000 €80,000 - 110,000

This work is accompanied by a certificate of authenticity issued by Pest Control Office.

Provenance

Private Collection, UK (acquired directly from the artist in 2004)



ANDY WARHOL (1928-1987) Paratrooper Boots 1985-1986

with the stamp of The Estate of Andy Warhol three times and with the stamp of the Andy Warhol Foundation for the Visual Arts, Inc. twice on the overlap, numbered PA10.191 twice on the overlap and on the stretcher, and inscribed VF on the overlap synthetic polymer paint and silkscreen ink on canvas

50.8 by 40.6 cm. 20 by 16 in.

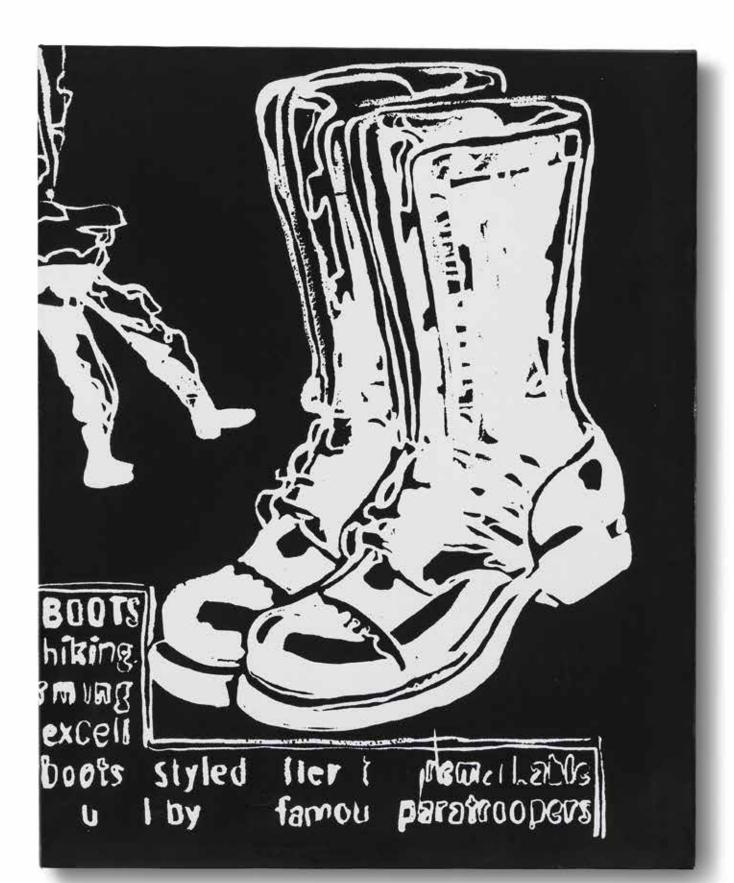
This work was executed circa 1985-1986.

£40,000 - 60,000 US\$52,000 - 77,000 €46,000 - 69,000

This work is registered in The Andy Warhol Foundation for the Visual Arts, Inc., New York, under no. PA 10.191 and is accompanied by a photo-certificate of authenticity.

Provenance

The Andy Warhol Foundation for the Visual Arts, Inc., New York Acquired directly from the above by the present owner in 2006



 $25^{\,\mathrm{AR}}$ **RAYMOND HAINS (1926-2005)** Votez Arlette 1974

signed and dated 1974 décollage on canvas

109.3 by 149 cm. 43 1/16 by 58 11/16 in.

£10,000 - 15,000 US\$13,000 - 19,000 €11,000 - 17,000

This work is accompanied by a photo-certificate of authenticity issued by Monsieur Thomas Hains.

Provenance

Private Collection, Florence Thence by descent to the present owner

Exhibited

Florence, Galleria II Ponte, Roma-London-Paris, 2004, p. 45, no. 29, illustrated in colour



TOSHIMITSU IMAÏ (1928-2002)

Untitled 1963

signed in English; signed in English and Japanese, dated Mars 1963 and inscribed PARIS on the reverse oil on canvas

73 by 54 cm. 28 3/4 by 21 1/4 in.

£50,000 - 70,000 US\$65.000 - 90.000 €57,000 - 80,000

Provenance

Private Collection, USA Sale: Bonhams & Butterfields, Los Angeles, Modern, Contemporary and Latin American Art, 7 November 2004, Lot 30 Acquired directly from the above by the present owner

Toshimitsu Imai's early painterly advances were heavily influenced by Fauvism, leading to a refined sensibility in the use of colour that would shape his work throughout his career. After graduating from the Tokyo State Art Academy and exhibiting at the 15th Salon of Shin-Seisaku he emigrated to Paris in 1952 to visit the Académie de la Grande Chaumière, the Sorbonne and to further his artistic education. In 1955 Imaï met the art critic Michel Tapié who convinced him to pursue a more abstract style. Tapié had close links to Rodolphe Stadler, owner of the leading Parisian avant-garde Galerie Stadler, promoting Art Informel, who began representing Imaii in 1956 leading to the artist's wide recognition as an Informel artist.

Imai's international acclaim can be traced to exhibitions at both the Biennale in Sao Paulo in 1953 and Venice in 1960. Having met Sam Francis and Georges Mathieu through Tapié, Imaï organized a group exhibition featuring their works in Japan in 1956, thereby contributing heavily to Informel's prominence and popularity in his homeland. From that year onwards Imaï was also represented by Leo Castelli in New York expanding his presence in the United States and in the early sixties the Museum of Modern Art, Tokyo acquired some of his works furthering his recognition in Japan.

Created in 1963, a little over a decade after Imaï's immersion into the Parisian art scene, Untitled demonstrates a fierce, virtuosic application of deep autumnal reds, warm yellows and contrasting white and black elements. Devoid of figurative form, the dramatic theatrical composition features heavy drips of paint, vivid spatters and scraping and layering with knives building up a tactile, violently expressionistic surface. Whilst the work is indicative of the Informel movement, connections to Imaï's Far Eastern roots are demonstrated through the emphasis on naturalistic colour and a three-dimensional glossy finish evoking associations to the earth and fire of traditional Japanese pottery.

Alongside Imaï's contemporaries in the Gutai group, with whom he shared the same gallery in Paris, recent exhibitions and scholarship has caused Japanese modernism to experience a resurgence of interest amongst collectors. Untitled from 1963 was created during a groundbreaking time in modern art history and originates from the most sought after period of Imai's artistic production.







SHOZO SHIMAMOTO (1928-2013) Silk Road 31 2006-2007

signed in English; signed in Japanese, numbered 425 and inscribed Nakao Masanori in Japanese on the reverse acrylic and oil on canvas

80.7 by 117.5 cm. 31 3/4 by 46 1/4 in.

This work was executed in 2006-2007.

£40.000 - 60.000 US\$52.000 - 77.000 €46,000 - 69,000

This work is registered in the archive of the Shozo Shimamoto Association, Nishinomiya and Naples, under no. 425, and is accompanied by a photo-certificate of authenticity signed by the artist.

Provenance

Rosanna Chiessi Collection, Reggio Emilia (acquired directly from the artist) Acquired directly from the above by the present owner

Silk Road 31 from 2006-2007 was created in one of Shozo Shimamoto's performances at the Nishinomiya Yacht Harbour in Hyogo prefecture, Japan. After meeting the nuclear physicist turned artist Bern Porter, who would go on to nominate Shimamoto for the Noble Prize in 1996, Shimamoto was inspired in 2000 to begin a project titled 'Heiwa no Akashi' (A Proof of Peace) in which he would stage an annual performance at the harbour to commemorate peace in Japan. These performances in which the artist created artworks, a production method that was a central tenant of the Gutai art movement's experimental philosophy, adopted various forms: throwing bottles of paint at canvases, dropping paint from a platform raised about the harbour, or throwing cups of paint, as is seen in the present work. In this particular project, Shimamoto conceived of works that were then executed by Nakao Masanori in oil paint, Shimamoto then threw cups of acrylic paint onto the surface to create a canvas that is one of the most colourful in the series known for its energetic and frenetic style.







28 ^{AR}

DAVID HOCKNEY (B. 1937)

Untitled 1962

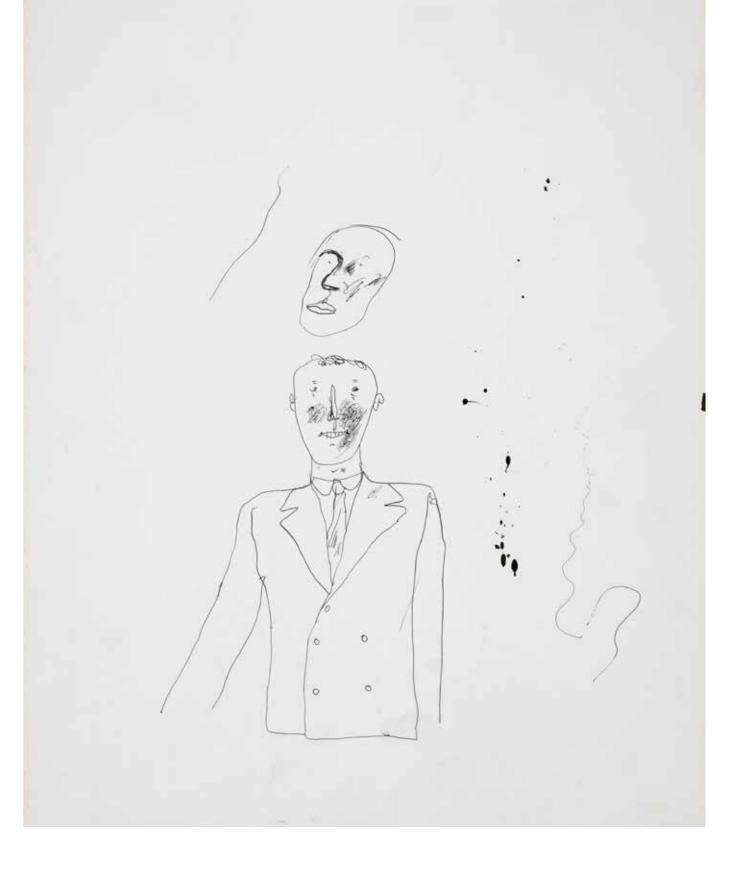
ink on paper

31.8 by 25.6 cm. 12 1/2 by 10 1/16 in.

£8,000 - 12,000 US\$10,000 - 15,000 €9,200 - 14,000

Provenance

Private Collection, USA (acquired from the artist circa 1968) Sale: Bonhams, London, Contemporary Art and Design, 11 October 2012, Lot 10 Acquired directly from the above by the present owner



29 ^{† AR}

FRANK AUERBACH (B. 1931)

To The Studios, (4 Works) 1982

Clockwise from top left:

(i): crayon, felt tip pen and Tipp-ex on paper

(ii): crayon and felt tip pen on paper

(iii): crayon and Tipp-ex on paper

(iv): crayon, felt tip pen and Tipp-ex on paper

(i): 29.6 by 19.5 cm. (11 5/8 by 7 11/16 in.)

(ii): 29.6 by 20 cm. (11 5/8 by 7 7/8 in.)

(iii): 29.6 by 18.7 cm. (11 5/8 by 7 3/8 in.)

(iv): 29.6 by 19.8 cm. (11 5/8 by 7 13/16 in.)

These works were executed in 1982.

£18,000 - 25,000 US\$23,000 - 32,000 €21,000 - 29,000

Provenance

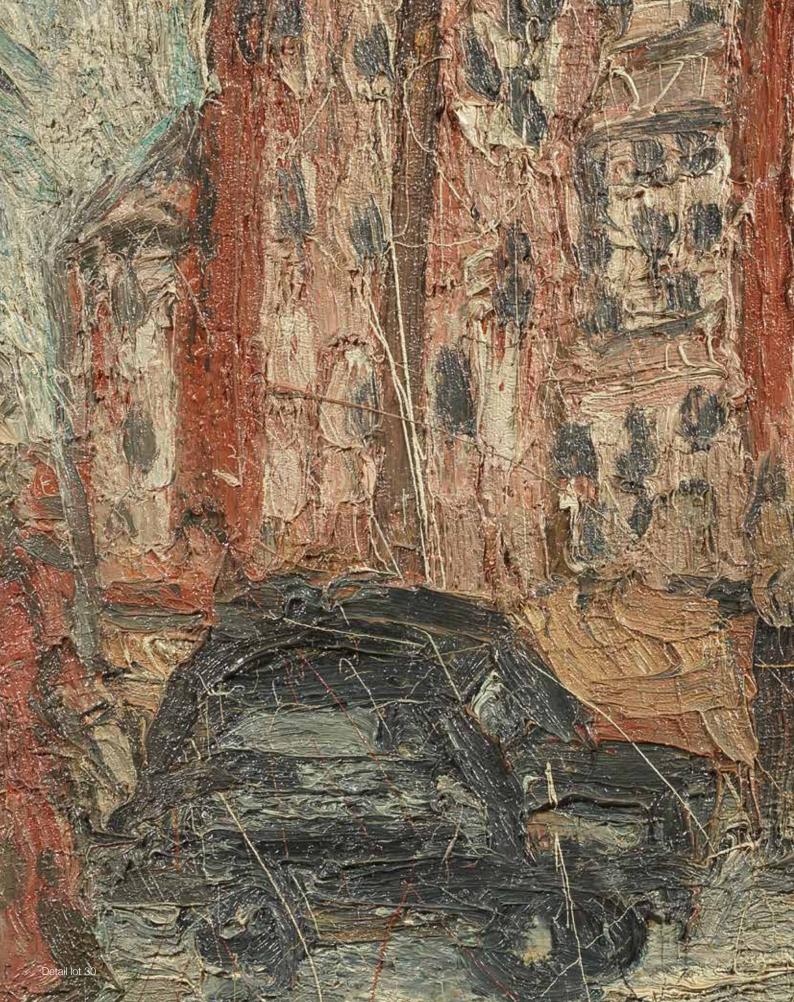
Marlborough Fine Art Ltd., London Anne Berthoud Gallery, London Acquired directly from the above by the present owner

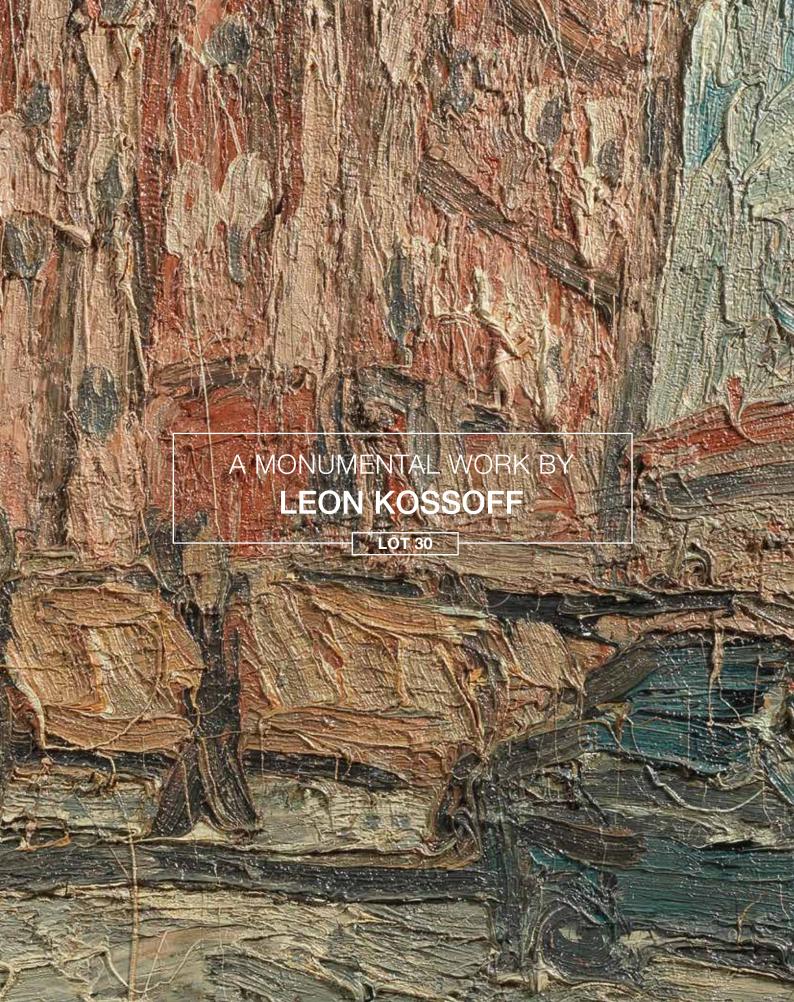












PROPERTY FROM AN IMPORTANT EUROPEAN COLLECTION

30 ^{AR o}

LEON KOSSOFF (B. 1926)

Red Brick School Building, Willesden, Spring 1981

oil on board

137.2 by 167.7 cm. 54 by 66 in.

This work was executed in 1981.

£520,000 - 720,000 US\$670.000 - 930.000 €600,000 - 830,000

Provenance

Fischer Fine Art, London Private Collection, Europe

Sale: Sotheby's, London, Post-War and Contemporary Art, 27 June 1991, Lot 44

Saatchi Collection, London

Private Collection, London (acquired from the above in 1992)

Sale: Christie's, London, Post-War & Contemporary Art, Evening Sale, 19 October 2008, Lot 20

Private Collection, London

Acquired directly from the above by the present owner

Exhibited

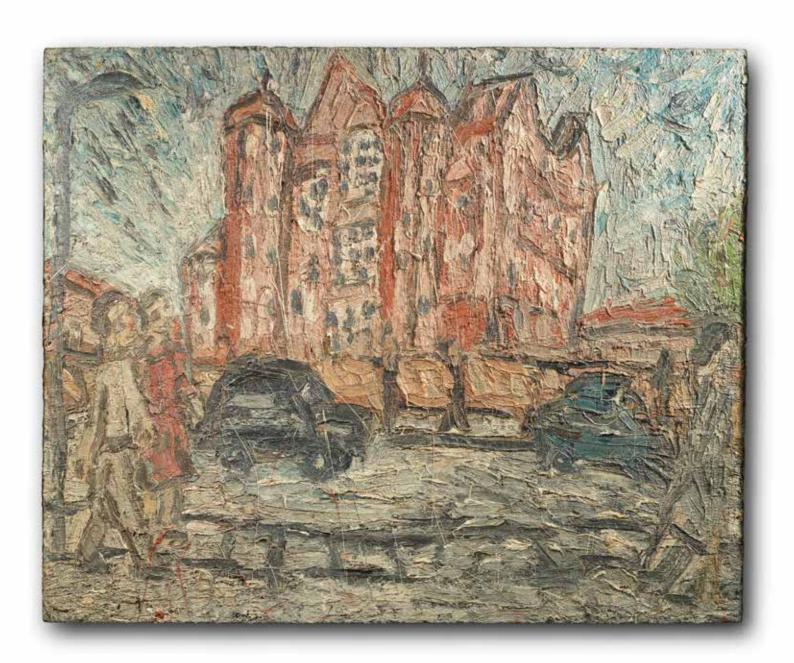
New York, Hirschl and Adler, Leon Kossoff, 1983, no. 21, illustrated in colour on the cover of the exhibition catalogue (incorrectly dated)

London, Fischer Fine Art; Venice, L.A. Louver, Leon Kossoff, Recent Work, 1984, p. 19, illustrated in black and white Delhi, Lalit Karla Akademi; Bombay, Jehangir Nicholson Museum of Modern Art, The Proper Study: Contemporary Figurative Paintings from Britain 1984-1985, p. 100, no. 71, illustrated in colour

Oslo, Kunstnernes Hus; Humlebæk, Louisiana Museum of Modern Art; Venice, Museo d'Arte Moderna Ca' Pesaro; Düsseldorf, Kunstmuseum, A School of London: Six Figurative Painters, 1987-1988, no. 66, p. 90, illustrated in colour London, Tate Gallery, Leon Kossoff, 1996, p. 116, no. 60, illustrated in colour



Tate Gallery label on the reverse





Red Brick School Building, Willesden, Spring is one of the greatest and most impressive works by Leon Kossoff ever to appear at auction. Painted in 1981 when the artist was at the height of his creative prowess this monumental work captures all the vigour and energy that Kossoff manages to exert on compositions through the medium of paint. Here we bear witness to a dense, vibrant image of London and its inhabitants, forged from a sheer mass of oil, adeptly applied, layered, dripped and drizzled across the picture plane until the scene almost emerges from the surface buzzing with energy and physicality. Kossoff is one of the towering British artists of the Twentieth Century, his influence upon other artists wholly emphatic and yet it is only now that his true value is being recognised outside the institutions and studios of the world.

It's almost impossible to look at Red Brick School Building, Willesden, Spring without drawing comparisons with the work of his close friend and fellow artist Frank Auerbach. The two young Jewish émigrés studied together, initially at St Martins during the Second World War; and, subsequently in David Bomberg's evening classes at Borough Polytechnic, where their tutor encouraged an intuitive emotional response to scene and sitter, forsaking a controlled replication of subject matter. Kossoff's and Auerbach's very evocation of inner experience are

conveyed through their deft handling of impasto, worked and reworked with rigour and urgency, until the ensuing visual chaos emerges into a hybrid of observational, rather than literal, representation that verges on abstraction. Their relationship was such that numerous portraits survive of Kossoff painted by Auerbach and vice versa and their works were born out of a deeply personal attachment to the people and places that formed their subject matter. Like Auerbach's celebrated landscapes of Camden and Mornington Crescent, Kossoff's Red Brick School Building, Willesden, Spring is thematically defined by its very sense of place, rooted in Willesden Junction, where he set up studio in 1961.

Despite returning time and time again to these same locational motifs Kossoff's mastery lies in the fact that his subjects are never in danger of appearing staid or repetitive. In fact, his deep understanding of the fabric of place, not only enables him to capture the shifting appearance of light and atmosphere as the days and seasons progress, but also the transient human hustle and bustle that adds energy and life, making his works appear fresh and vital. The present work's title, Red Brick School Building, Willesden, Spring clearly sets the time of year in which it was executed, and is further articulated by the vast bright blue sky and vivid flashes of green foliage which instils a luminosity to the work. The bright pigments contrast with a similar work, Red Brick School Building, Winter, executed a year later, where the colours are more muted, and the figures huddled against the splatters of driving rain that punctuate the morass of sky. There is energy, atmosphere and mood here but it is of an entirely different kind, and each later rendition of Red Brick School Building proffers a unique intensity of its own.

The importance of the present work is demonstrated by its illustrious history, formerly belonging in the Saatchi Collection, and included in a series of prestigious exhibitions culminating in Tate Britain's ground-breaking show Leon Kossoff in 1996. In recognition of his important contribution to Post-War British art Kossoff's work will also be showcased alongside works by Lucian Freud, Francis Bacon, Michael Andrews, R.B. Kitaj and Frank Auerbach, in All Too Human, an exhibition of celebrated London-based artists in Tate Britain next year. The exhibition focuses on artists who depict intimate portrayals of human figures and their environment and the feelings these subjects evoke, which makes Kossoff an important and obvious artist for inclusion.

In Red Brick School Building, Willesden, Spring, 1981 Kossoff charges an everyday London scene of pedestrians, cars and a school with lyrical intensity transforming it into an image of collective human experience, aptly demonstrating Kossoff's poetic treatment of person and place.

Ahove

Reverse of the present work

Detail of the present work







PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION

31 AR TP

BARRY FLANAGAN (1941-2009)

Untitled (carving no. 6/84) 1984

Travertino Toscano marble

182.9 by 71.1 by 76.2 cm. 72 by 28 by 30 in.

This work was executed in 1984.

£50,000 - 70,000 US\$65.000 - 90.000 €57,000 - 80,000

Provenance

Private Collection, UK (acquired directly from the artist by the previous owner) Thence by descent to the present owner

Rightly recognised as one of Britain's greatest sculptors of the Twentieth Century, it is Barry Flanagan's broad range that defines the artist's oeuvre. Although he experimented with drawing, printing, and even performance, producing art which was sometimes abstract, sometimes figurative, often not quite one or the other, it is sculpture for which he is best known today. Always intrigued by the potential of material and the possibilities of working in three-dimensions, Flanagan's sculptures display a unique approach towards form and space. The three following works, all of which have until now remained in the same prestigious private collection since being acquired directly from the artist himself, display Flanagan's profound connection with stone, a material which he seemed to instinctively understand. Flanagan's talents as a natural abstractionist and his ability to draw the best out of his materials is seen to greatest effect with these hand-carved, unique sculptures where the stone's inherent qualities are used to bring the works almost magically, to life.

Barry Flanagan himself was a man who loved to roam, an enigmatic figure with a taste for the bohemian and whimsical. Although born in North Wales, he later became an Irish citizen. While he spent much of his later life moving between his studios in Dublin and Ibiza, he was often to be found driving round Europe in a Rolls Royce pulling an Airstream trailer in its wake. He studied sculpture at St Martin's School of Art between 1964 and 1966, and made a name for himself with sculptures created from unusual media such as fabric, rope and sand. His work later evolved in various directions, incorporating a number of distinctive styles in the process. He turned his attention to stone in the 1970s, and learned how to work it by taking a job in an Oxford stonemason's yard. An intensely private and reserved man, Flanagan rarely gave interviews, but his work speaks for itself. In the subtle folds and curves of these sculptures, in their solid forms and soft edges, the simple beauty of the stone is exposed; nature and art combine in a powerful union.

Though strikingly large in scale, these sculptures naturally connect with the spaces they inhabit. Sprouting up from the earth, biomorphic yet intentional in their composition, their unexpected presence is almost uncanny. Reminiscent perhaps of the works of Constantin Brâncuşi and Jean Arp, also echoing ancient standing stones or dolmens, they seem to exude both a radical modernist vision and a paradoxical sense of age old mystery. For Flanagan, stone was perfect for the creation of beautiful abstract works like these: "Stone doesn't demand the presence of figuration. It is more abstract as a medium, I think, mainly because it's already there to start with" (the artist in: Enrico Juncosa Ed., Barry Flanagan: Sculpture 1965-2005, Dublin 2006, p. 63). Appearing on the market for the first time, these works offer us a fascinating lesson in the art of abstract sculpture, embodying as they do the otherworldly vision of a true original.



PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION

 32^{ARTP}

BARRY FLANAGAN (1941-2009)

Untitled (carving no. 1/84) 1984

stone, in four parts

106.7 by 96.5 by 104.1 cm. 42 by 38 by 41 in.

This work was executed in 1984.

£25,000 - 35,000 US\$32,000 - 45,000 €29,000 - 40,000

Provenance

Private Collection, UK (acquired directly from the artist by the previous owner) Thence by descent to the present owner

Exhibited

Wakefield, Yorkshire Sculpture Park, Scultura - Carving from Carrara, Massa and Pietrasanta, 1988



PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION

33 AR TP

BARRY FLANAGAN (1941-2009)

Untitled (carving no. 2/84), 1984; Untitled (snake's head), 1984 (2 Works)

From left to right:

(i): Travertino Toscano marble, in two parts

(ii): Tufo marble

(i): Overall: 42 by 56 by 45.7 cm. (16 9/16 by 22 1/16 by 18 in.)

(ii): Overall: 27.9 by 63.5 by 41.9 cm. (11 by 25 by 16 1/2 in.)

These works were executed in 1984.

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

Provenance

Private Collection, UK (acquired directly from the artist by the previous owner) Thence by descent to the present owner



34 ^{AR TP}

ALLEN JONES (B. 1937)

Enrapture (Diptych)

signed, titled and dated 89 on the overlap oil on canvas, in two parts

Each: 152.2 by 91.1 cm. 59 15/16 by 35 7/8 in.

Overall: 152.2 by 182.6 cm. 59 15/16 by 71 7/8 in.

£25,000 - 35,000 US\$32,000 - 45,000 €29,000 - 40,000

Provenance

Heland Wetterling Gallery, Stockholm Galeria Levy, Madrid Acquired directly from the above by the present owner in 1992



35 ^{AR}

HENRYK STAŻEWSKI (1894-1988)

Nr. 52 1973

signed, titled and dated 1973 on the reverse acrylic on board

60 by 60 cm. 23 5/8 by 23 5/8 in.

£5,000 - 7,000 US\$6,500 - 9,000 €5.700 - 8.000

Provenance

Galerie 16, Paris Private Collection, UK Annely Juda Fine Art, London (no. HSTAZH0033) Private Collection, UK Private Collection, UK (by descent from the above) Acquired directly from the above by the present owner

Exhibited

Paris, Galerie 16, Henryk Stażewski, 1974

Created during the height of abstraction in Polish art, Nr. 52 from 1973 is constructed on a grid of horizontal lines and vertical voids creating a rhythm and making use of the 'non-colours' - white and grey. A pared down assemblage of detached orderly shapes and intersecting lines on a misaligned grid create an almost unsettling, unpredictable visual experience and pushes the boundaries of any geometric artistic preconceptions the viewer may have. Not unlike the works of the American artist Agnes Martin, Stażewski's delicate minimalist approach in Nr. 52 highlights structural considerations and a sensitive meditation upon the division and interplay of order and chaos.

Born in 1894, Henryk Stażewski was a pioneer of the Polish and international avant-garde and was heavily involved in a variety of both national and international artistic movements. After completing his studies at the Warsaw School of Fine Arts in 1920, Stażewski spent increasing amounts of time in Paris, where he took an active part in the Cercle et Carré and Abstraction-Création groups alongside the likes of Jean Arp and Piet Mondrian. With the latter he built a close relationship and looking at Stażewski's art, one cannot fail to notice a strong influence of the Dutch De Stijl's neo-plasticism with their vertical to horizontal compositions. He was a founding member of the Polish Blok group of Cubists, Constructivists and Suprematists created in 1924, of Praesens lasting from 1926 to 1929, and of a.r. which was active until 1936.

During his lifetime, Henryk Stażewski participated in numerous major international exhibitions, including shows at the Centre Georges Pompidou, Paris, MoMA, New York and the Royal Academy, London in 1970 and 1984. He received an honourable mention at the 33rd Venice Biennale in 1966. Today, works from his mature career can be found in major international collections such as MoMA, New York, the Stedelijk Museum, Amsterdam and the Tate Gallery, London.



36 ^{AR TP}

VICTOR VASARELY (1906-1997)

Tau-2 1973-1974

signed; signed twice, titled, and dated 1973-74 on the reverse acrylic on canvas

140.5 by 153 cm. 55 5/16 by 60 1/4 in.

£45,000 - 65,000 US\$58,000 - 84,000 €52,000 - 75,000

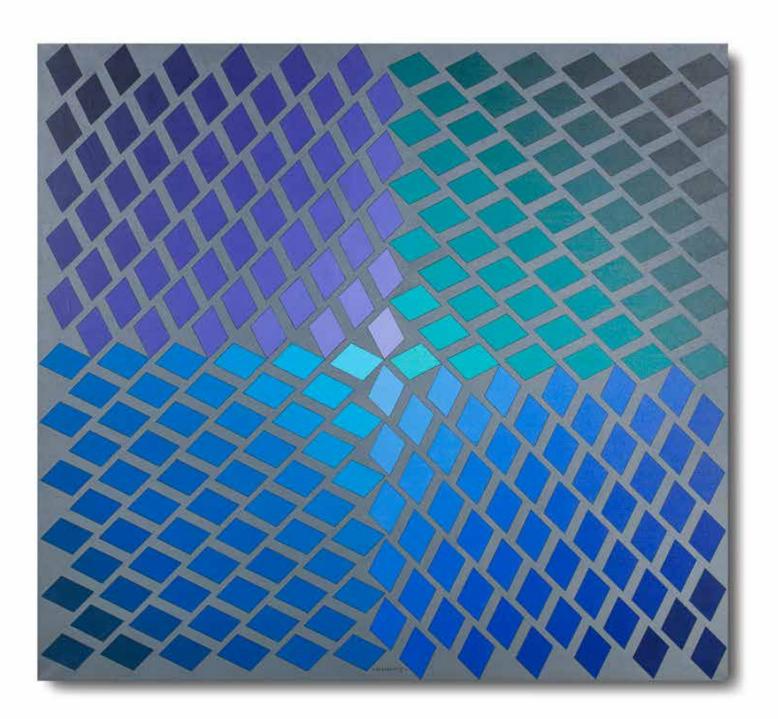
The authenticity of this work has been confirmed by Monsieur Pierre Vasarely. This work will be included in the forthcoming Catalogue Raisonné being prepared by the Fondation Vasarely, Aix-en-Provence.

Provenance

Galería Theo, Madrid Acquired directly from the above by the present owner in 1990

Exhibited

Madrid, Galería Theo, Vasarely, 1975, p. 41, illustrated in colour (incorrectly titled)





TWO EARLY AND REMARKABLE PAINTINGS BY **ANTONIO SAURA**

LOTS 37-38

A self-taught painter, Antonio Saura's distinctive painterly technique is widely recognised as one of the most compelling and influential in Twentieth Century Spanish art. Saura traced the roots of his signature style back to a childhood visit to the Museo del Prado in Madrid. It was here that he first encountered the paintings of Francisco de Goya and Diego Velázquez, the greatest Spanish Old Masters. During a five-year spell in which he was confined to bed by a serious bout of tuberculosis, the young Saura himself started to draw and paint, beginning a long career which would ultimately see him grow into a master himself, his own work held in public museums including the Tate Modern, London and the Centre Georges Pompidou, Paris. Taking inspiration from the past, but also informed by more recent Spanish history, Saura's dramatic paintings capture the stark contrasts of the modern human experience: dark and light, joy and fear, pleasure and pain.

The present works, Retrato no. 68/Autoportrait (1959) and Rubiloba (1962), date from a key period in Saura's artistic journey, a moment when he was arguably at his freshest and most inspired. He had spent time in Paris between 1952 and 1955, associating briefly with the Surrealists, before returning to his native Spain in 1957, ultimately settling in Madrid. It was here that his signature style finally emerged, the striking monochrome palette and expressive painterly technique that we see in these two works, the paint lavishly brushed onto and roughly scraped off the canvas. Like Picasso before him, Saura had been deeply affected by the terrible events of the Spanish Civil War; this strong emotional response was to echo throughout his paintings, reflected in his virtual attack of the canvas, the bold strokes and thick daubs of paint, the unmistakable energy and passion of these works. The result was a stunning mélange of sensuality, beauty and violence: "To love, to protest, to destroy; this is painting" (the artist: in Yvon Taillandier, 'Encounter with Saura' in Saura: Recent Paintings, New York 1964, n.p.).

Beginning in the 1960s the artist had established what would become a long and productive relationship with Pierre Matisse, youngest son of the artist Henri, at whose eponymous New York gallery both of the present works were originally acquired. In 1960, at the beginning of the relationship with Pierre Matisse and during the same time that the present works were executed, the artist was the recipient of the esteemed Guggenheim International Award. Retrato no. 68/Autoportrait and Rubiloba are portraits, a subject to which the artist often returned to during this time, but not portraits in a traditional sense. Instead, they are daring explorations of the inner workings of the psyche, the heads transformed into whirling maelstroms of black and silvery grey, highlights in this exhilarating blur picked out in dashes of pure, brilliant white. This extraordinarily creative period, during which Saura produced the paintings now regarded as his greatest, was not to last long. In the later 1960s, frustrated by continued political and social unrest in Spain, he experienced something of an artistic crisis, and felt compelled to destroy many of his canvases. After 1968 he abandoned painting altogether for a number of years, focusing instead on other mediums.

In the two following works, we see the artist at his painterly best, his most audacious; these masterly works resound with intense emotion, each brush stroke a memory of Antonio Saura's incredible artistic spirit.

37 ^{AR}

ANTONIO SAURA (1930-1998)

Retrato no. 68/Autoportrait 1959

signed and dated 59; signed, dated 1959 and inscribed Retrato no. 68 Para C.J. Cela con la amistad de on the reverse oil on canvas

60.5 by 73.5 cm. 23 13/16 by 28 15/16 in.

£20,000 - 30,000 US\$26,000 - 39,000 €23,000 - 34,000

This work is registered in the Archives Antonio Saura Foundation, Geneva, under no. AUPO@59.RETRATO68.

This work will be included in the forthcoming Catalogue Raisonné being prepared by the Archives Antonio Saura Foundation, Geneva.

Provenance

Pierre Matisse Gallery, New York (no. St-4079) Private Collection, Europe (acquired from the above in 1960) Sale: Christie's, London, Post-War & Contemporary Art Day Sale, 7 February 2008, Lot 129 Private Collection, Spain Acquired directly from the above by the present owner

Exhibited

New York, Pierre Matisse Gallery, Antonio Saura, 1961



Reverse of the present work



38 ^{AR TP}

ANTONIO SAURA (1930-1998)

Rubiloba 1962

signed and dated 62 oil on canvas

161.8 by 130.3 cm. 63 11/16 by 51 5/16 in.

£100,000 - 150,000 US\$130,000 - 190,000 €110,000 - 170,000

This work is registered in the Archives Antonio Saura Foundation, Geneva, under no. DAMT@RUBILOBA.1962.

This work will be included in the forthcoming Catalogue Raisonné being prepared by the Archives Antonio Saura Foundation, Geneva.

Provenance

Pierre Matisse Gallery, New York (no. St-4807) Private Collection, Europe Sale: Christie's, London, Twentieth Century Art, 10 December 1998, Lot 537 Acquired directly from the above by the present owner

Exhibited

Fredericton, Canada, Beaverbrook Art Gallery; London, The Tate Gallery, Dunn International: An Exhibition of Contemporary Painting Sponsored by the Sir James Dunn Foundation, 1963, n.p., no. 82, illustrated in black and white



39 ^{AR}

ANDRÉ LANSKOY (1902-1976)

L'ombre de ton jardin 1963

signed and dated 63; with the Atelier Lanskoy stamp on the reverse oil on canvas

100 by 65 cm. 39 3/8 by 25 9/16 in.

£18,000 - 25,000 US\$23,000 - 32,000 €21,000 - 29,000

This work is accompanied by a photo-certificate of authenticity issued by Monsieur André Schoeller.

Provenance

Collection of the Artist, Paris Sale: Drouot Rive Gauche, Paris, Atelier André Lanskoy, 2ème et dernière vente, 19 December 1979, Lot 61 Private Collection, Paris Galerie Antoine Laurentin, Paris Acquired directly from the above by the present owner in 2009



40 WIFREDO LAM (1902-1982) Untitled 1973

signed; signed on the reverse oil on canvas

35.5 by 45 cm. 14 by 17 11/16 in.

This work was executed in 1973.

£20,000 - 30,000 US\$26,000 - 39,000 €23,000 - 34,000

We are grateful to Monsieur Eskil Lam for confirming the authenticity of this work.

Provenance

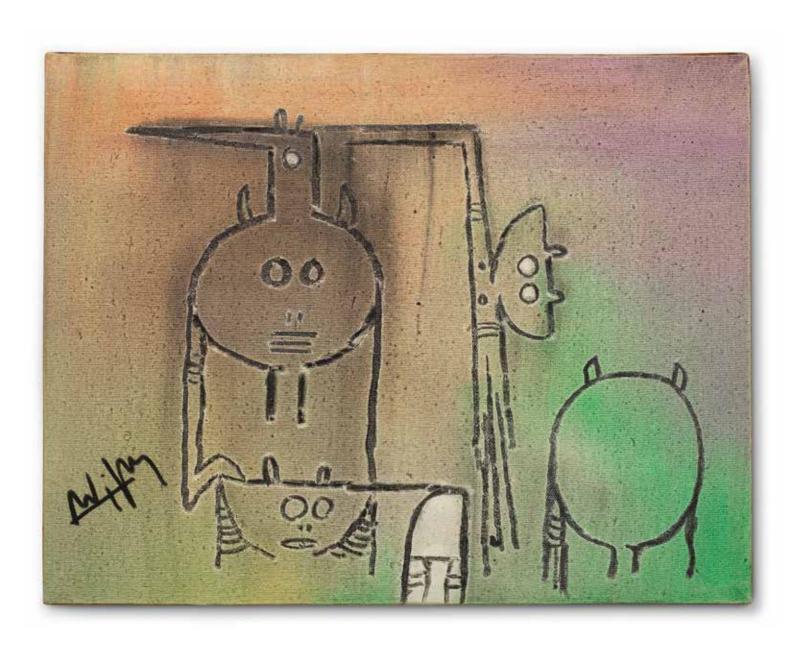
Galerie Maeght Lelong, Paris Private Collection, Paris Dolors Junyent Galeria d'Art, Barcelona (no. 3534) Acquired directly from the above by the present owner

Exhibited

Paris, Galerie Maeght Lelong, Wifredo Lam, 1987, no. 41

Literature

Max-Pol Fouchet, Wifredo Lam, Paris 1976, p. 198, no. 258, illustrated in colour Max-Pol Fouchet, Wifredo Lam, Barcelona 1986, p. 118, no. 150, illustrated in colour Max-Pol Fouchet, Wifredo Lam, Barcelona 1989, p. 202, no. 258, illustrated in colour Lou Laurin-Lam and Eskil Lam, Wifredo Lam: Catalogue Raisonné of the Painted Work, Volume II, 1961-1982, Lausanne 2002, p. 421, no. 73.164, illustrated in black and white



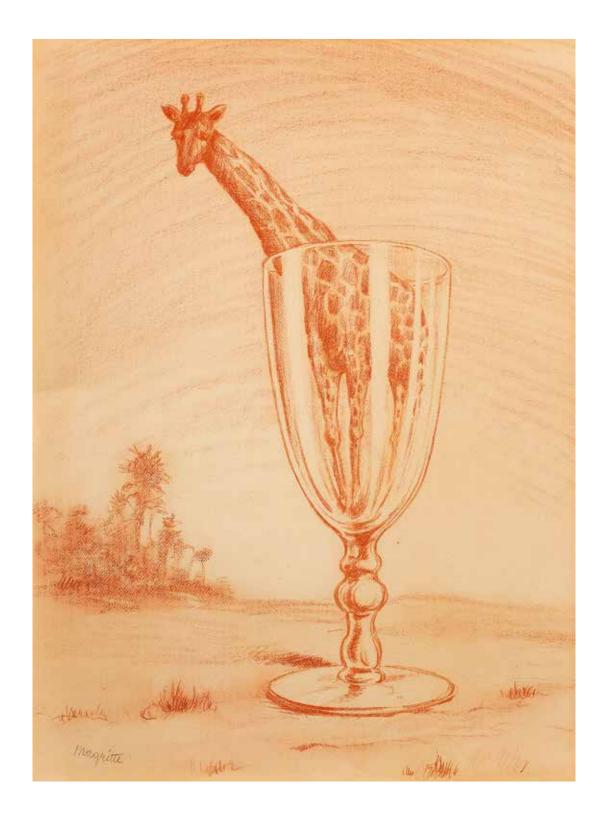
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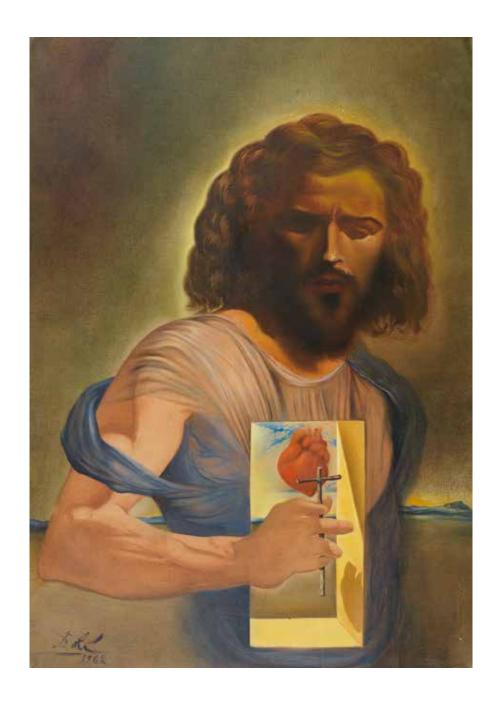
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John Millensted +44 20 7393 3914 U.S.A Paul Song +1 323 436 5455

Contemporary Art

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

Entertainment Memorabilia

UK Katherine Schofield +44 20 7393 3871 U.S.A Catherine Williamson +1 323 436 5442

European Ceramics

UK Sebastian Kuhn +44 20 7468 8384 U.S.A Peter Scott +1 415 503 3326 Furniture UK

Thomas Moore +44 20 8963 2816 U.S.A Andrew Jones +1 415 503 3413

European Sculptures & Works of Art

Michael Lake +44 20 8963 6813

Greek Art

Olympia Pappa +44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey +44 131 240 2296

Irish Art

Penny Day +44 20 7468 8366

Impressionist & Modern Art

India Phillips +44 20 7468 8328 U.S.A William O'Reilly +1 212 644 9135

Indian, Himalayan & Southeast Asian Art

H.K. Edward Wilkinson +85 22 918 4321 U.S.A Mark Rasmussen +1 917 206 1688

Islamic & Indian Art Oliver White

Oliver White +44 20 7468 8303

Japanese Art

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

Jewellery

UK Jean Ghika +44 20 7468 8282 U.S.A Susan Abeles +1 212 461 6525 HONG KONG Graeme Thompson +852 3607 0006

Marine Art

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

Mechanical Music Jon Baddeley +44 20 7393 3872 To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

Modern, Contemporary & Latin American Art

Alexis Chompaisal +1 323 436 5469

+44 20 7468 8342

Modern & Contemporary Middle Eastern Art Nima Sagharchi

Modern & Contemporary South Asian Art Tahmina Ghaffar +44 207 468 8382

Modern Design Gareth Williams +44 20 7468 5879

Motor Cars

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

Automobilia

UK Toby Wilson +44 8700 273 619 Adrian Pipiros +44 8700 273621

Motorcycles Ben Walker

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Native American Art Ingmars Lindbergs +1 415 503 3393

Natural History

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

Old Master Pictures

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

Orientalist Art Charles O'Brien +44 20 7468 8360

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

Prints and Multiples

Lucia Tro Santafe +44 20 7468 8262 U.S.A Judith Eurich +1 415 503 3259 Russian Art

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

Scientific Instruments

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Scottish Pictures
Chris Brickley

+44 131 240 2297 Silver & Gold Boxes

UK Ellis Finch +44 20 7393 3973 U.S.A Aileen Ward +1 323 436 5463

South African Art Giles Peppiatt +44 20 7468 8355

Sporting Guns Patrick Hawes +44 20 7393 3815

Travel Pictures Veronique Scorer +44 20 7393 3962

Urban Art Gareth Williams

+44 20 7468 5879 Watches &

Wristwatches UK Jonathan Darracott +44 20 7447 7412 U.S.A. Jonathan Snellenburg +1 212 461 6530

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Wine

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

to any person even if that person has completed a Bidding

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 I 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 *Bonhans* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

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

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

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

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

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

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. 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 €1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale) using the European Central Bank Reference rate prevailing on the date of the Sale).

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VAT

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

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

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

13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licencing Floor 1, Zone 17, Temple Quay House

2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature. volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the 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 '\$58' 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 Δ . All Lots sold under Bond, and which the Buyer wishes to remain under Bond, will be invoiced without VAT or Duty on the $Hammer\ Price$. If the Buyer wishes to take the Lot as Duty paid, UK Excise Duty and VAT will be added to the $Hammer\ Price$ on the invoice.

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

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

Bottling Details and Case Terms

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

CB - Château bottled

DB – Domaine bottled EstB – Estate bottled

BB - Bordeaux bottled

BE - Belgian bottled

FB - French bottled GB - German bottled

OB - Oporto bottled

UK - United Kingdom bottled

owc- original wooden case iwc - individual wooden case

oc - original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- 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.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
- 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- .1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Saller 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 Glossarv):
- 2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past:
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any ourcose. The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

COLLECTION OF THE LOT

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

FAILURE TO PAY FOR THE LOT

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- 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

- 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.

- 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 successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

- .4 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 Ω3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the 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.

- .3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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- 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

- .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.

12 MISCELLANEOUS

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

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

13 GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

- "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*
- 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
- "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)
- (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 Borhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".
- "Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.
- "Stamp" means a postage Stamp offered for Sale at a Specialist Stamp Sale.
- "Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams*' staff.
- "Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
- "Storage Contractor" means the company identified as such in the Catalogue.
- "Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
- "Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.
- "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.
- "Website" Bonhams Website at www.bonhams.com
 "Withdrawal Notice" the Seller's written notice to Bonhams
 revoking Bonhams' instructions to sell a Lot.
- "Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

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

- "artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
- "bailee": a person to whom goods are entrusted.
- "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.
- **"interpleader proceedings":** proceedings in the Courts to determine ownership or rights over a *Lot*.
- "knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.
- "lien": a right for the person who has possession of the *Lot* to retain possession of it.
- "risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
- "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong
- "tort": a legal wrong done to someone to whom the wron doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Registration and Bidding Form

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



			Sale title: Post-War & Contemporary Art	Sale date: Thursday	29 June 2017	
			Sale no. 24226	Sale venue: New Bond	d Street	
chis sale will be conducted in accordance with conhams' Conditions of Sale and bidding and buying 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 but the charges payable by you on the purchases ou make and other terms relating to bidding and ouying 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.			If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids. General Bid Increments: f10 - 200			
	use of your inform		Customer Number	Title		
Where we obtain any personal information about you, we shall only use it in accordance with the terms of our rivacy Policy (subject to any additional specific consent(s) ou may have given at the time your information was isclosed). A copy of our Privacy Policy can be found on			First Name	Last Name		
			Company name (to be invoiced if applicable)			
our website (www.bonhams.com) or requested by post rom Customer Services Department, 101 New Bond			Address			
	1SR United Kingdor					
redit and Debit Ca	ard Payments		City	County / State		
here is no surcharge	for payments made b		Post / Zip code	Country		
re subject to a 2% surcharge on the total invoice price.			Telephone mobile	Telephone daytime		
lotice to Bidders.			Telephone evening	Fax		
O - passport, driving	licence, ID card, tog II, bank or credit card	gether with proof	Preferred number(s) in order for Telephone Bidding (inc. country code)			
tc. Corporate clients should also provide a copy of their rticles of association / company registration documents, ogether with a letter authorising the individual to bid on he company's behalf. Failure to provide this may result in						
			E-mail (in capitals) By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news			
our bids not being p	processed. For highe provide a bank refe	r value lots you	concerning Bonhams. Bonhams does not sell or trade email addresses.			
f successful			I am registering to bid as a private buyer	I am registering to bid a		
will collect the purchases myself lease contact me with a shipping quote f applicable)			If registered for VAT in the EU please enter your registration here: Please tick if you have registered with us before Please tick if you have registered with us before			
т аррисавіс)			Please note that all telephone calls are recorded.	MAY hid in CDD		
Telephone or Absentee (T / A)	Lot no.	Brief description		MAX bid in GBP (excluding premium & VAT)	Covering bid*	
FOR WINE SALES	ONLY					
Please leave lots "a	available under bond	I" in bond	will collect from Park Royal or bonded warehouse Please include	de delivery charges (minimun	n charge of £20 + VAT)	
BY SIGNING THIS BY THEM, AND A	FORM YOU AGREE GREE TO PAY THE I	THAT YOU HAVE BUYER'S PREMIUN	SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR 1, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO	CONDITIONS OF SALE AN BIDDERS. THIS AFFECTS Y	D WISH TO BE BOUND OUR LEGAL RIGHTS.	
Your signature:			Date:			
Covering Bid: A max	imum bid (exclusive of	f Buyers Premium an	l VAT) to be executed by Bonhams only if we are unable to contact you by to	elephone, or should the conne	ction be lost during bidding.	

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.





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