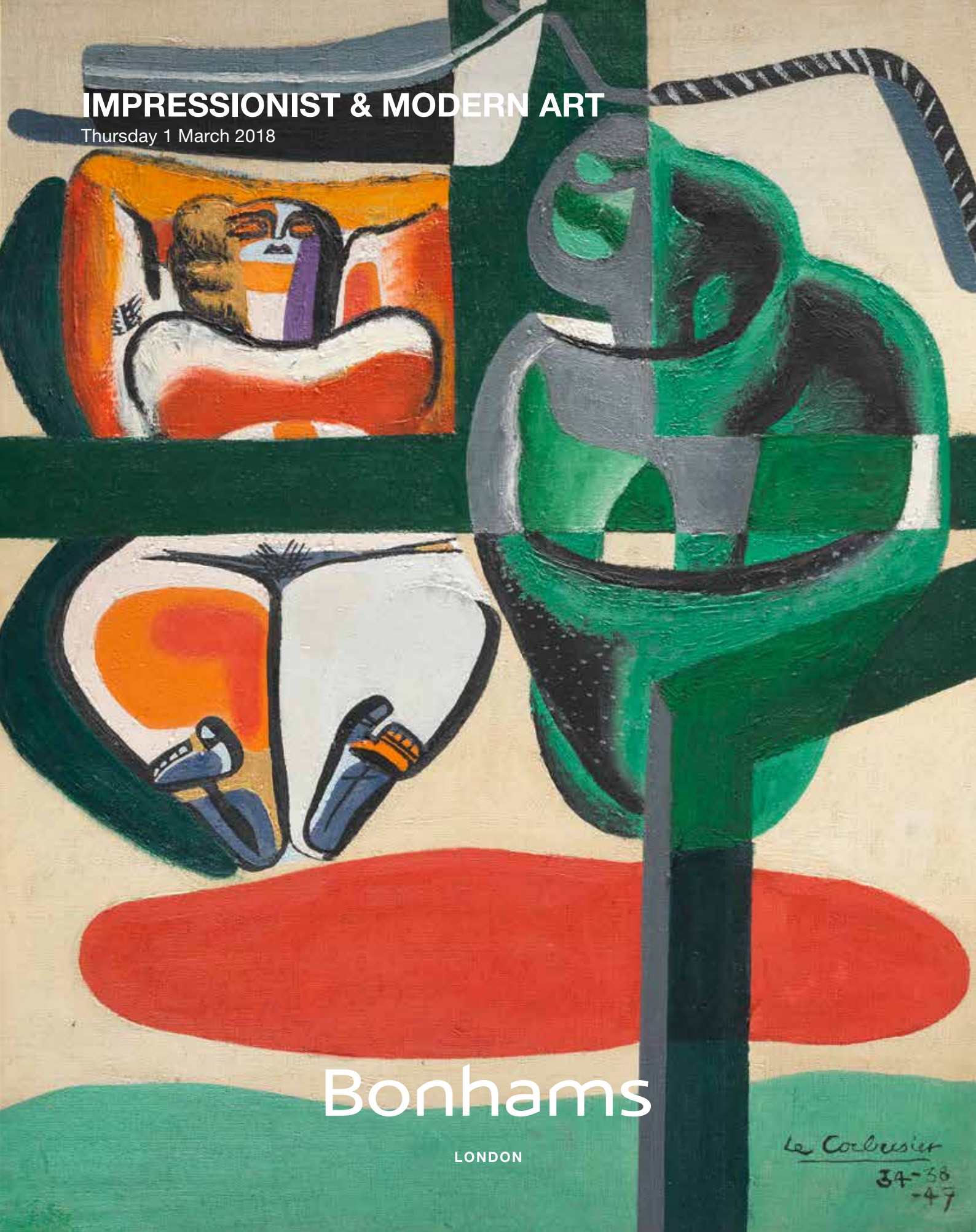
# IMPRESSIONIST & MODERN ART

Thursday 1 March 2018

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# IMPRESSIONIST & MODERN ART

Thursday 1 March 2018 at 5pm
New Bond Street, London

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**SALE NUMBER**
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We thank Frederick Millar for his assistance in researching and preparing notes for various lots as well as clearing copyright for this catalogue.

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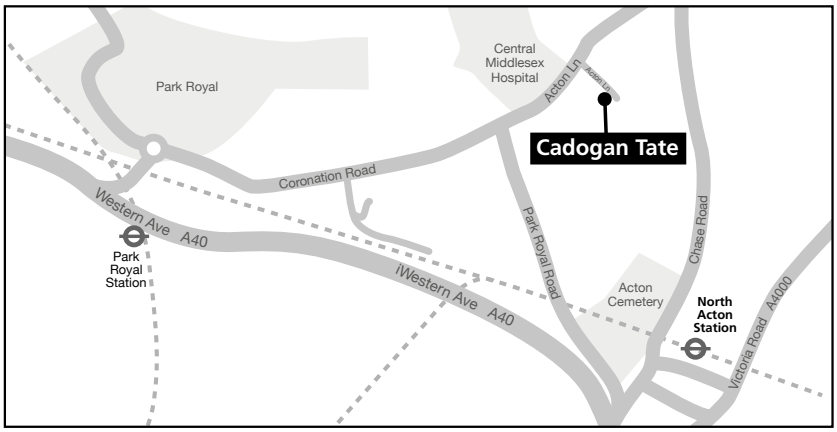


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To arrange a collection time please send a booking email to: collections@cadogantate.com or telephone call to +44 (0)800 9886 100 to ensure lots are ready at time of collection.

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**PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION**

1
**LESSER URY (1861-1931)**
*Bellevuestraße am Abend, Berlin*
signed 'L. Ury.' (lower left), signed again, inscribed and dated 's. l. Wilhelm Kirschner z. Freundl. Erinnerung Berlin 24 Okt. 1922 Lesser Ury' (to the mount)
charcoal on card
*49.7 x 32.1cm (19 9/16 x 12 5/8in).*
Executed in Berlin on 24 October 1922

**£8,000 - 12,000**
**€9,200 - 14,000**
**US$11,000 - 17,000**

The authenticity of this work has kindly been confirmed by Dr. Sibylle Groß.

**Provenance**
Wilhelm Kirschner Collection, Berlin (a gift from the artist).
Siegbert Eick Collection, Cape Town (by early 1930s).
Walter Katz Collection, Cape Town (acquired from the above between 1940 – 1950).
Private collection, UK (by descent from the above).

The former owner of the present work and two further lots (lots 66 & 67) by Lesser Ury in the sale was the legendary German émigré Siegbert Eick. An art and book dealer, Eick escaped to South Africa in the early 1930s to flee from the rise of National Socialism with his partner, a window-dresser, Rudolf von Frieling. Eick was a prominent figure among the intellectual and bohemian communities of Cape Town in the 1930s and 40s, and part of the renowned Expressionist artist Irma Stern's close friendship circle. Stern painted two portraits of Eick in 1942 and 1947, one in exchange for a Dürer print that was sold from her estate after her death. Eick's uncompromising lifestyle and clear charisma captivated Stern, forging a friendship which has been attributed to their shared cosmopolitan German Jewish heritage as well as their interest in collecting eclectic objects and artworks (S. Klopper, *Irma Stern, Are You Still Alive? Stern's Life and Art seen through her letters to Richard and Freda Feldman, 1934 – 1966*, Cape Town, 2017, p. 39).

Portrait of Siegbert Eick, 1947, Collection UCT Irma Stern Museum, Capetown



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

**PROPERTY FROM A PRIVATE SOUTH AFRICAN COLLECTION**

2 * AR
**OTTO DIX (1891-1969)**
*Landschaft mit Pferden*
signed 'DIX' (lower left and upper right)
gouache and pencil on buff paper
*34 x 43.9cm (13 3/8 x 17 5/16in).*
Executed *circa* 1915

**£40,000 - 60,000**
**€46,000 - 69,000**
**US$57,000 - 85,000**

The authenticity of this work has kindly been confirmed by Dr. Rainer Pfefferkorn and is registered in the Otto Dix Stiftung with the number G 1915/15.

**Provenance**
Private collection, Lithuania.
Private collection, South Africa (by descent from the above).
Thence by descent to the present owner.

**Literature**
K. Müller & S. Pfäffle, *Geisterbahn und Glanzrevue. Otto Dix. Aquarelle und Gouachen*, Munich, 2007 (illustrated p. 205).



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**PROPERTY FROM A DISTINGUISHED PARISIAN COLLECTION**

3 AR
**LOUIS VALTAT (1869-1952)**
*Rue du village, Espagne*
stamped with the artist's signature (lower right)
oil on burlap
*46 x 55cm (18 1/8 x 21 5/8in).*
Painted *circa* 1894

**£60,000 - 80,000**
**€69,000 - 92,000**
**US$85,000 - 110,000**

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

**Provenance**
Anon. sale, Ader, Paris, 15 November 2016, lot 45.
Private collection, Paris (acquired at the above sale).



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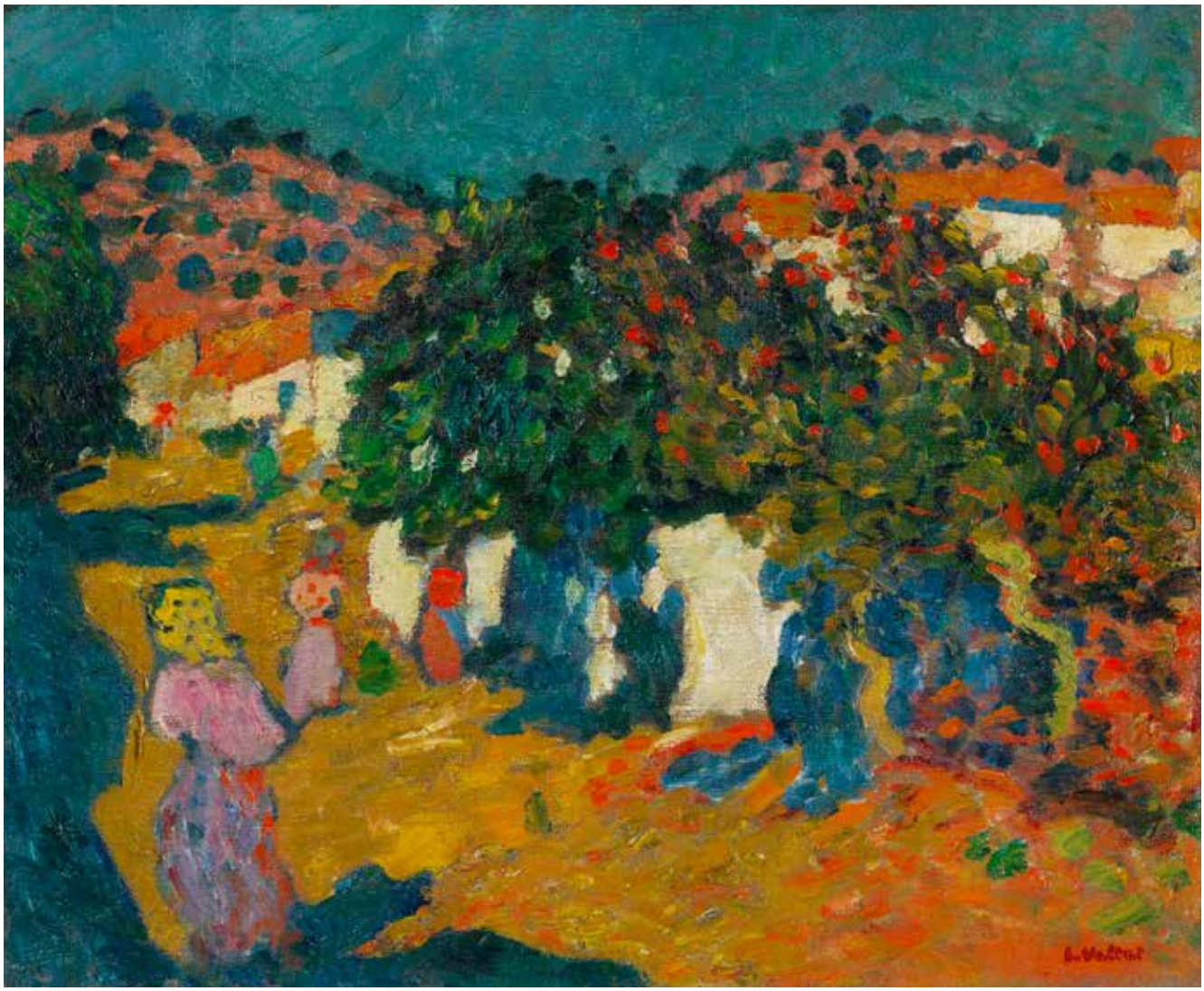

4 AR

**KEES VAN DONGEN (1877-1968)**
*Paysage dans les champs: la sage femme*
signed 'van Dongen' (lower left); inscribed 'la sage femme' and signed with the artist's initials 'V.D.' (verso)
oil on canvas
*33.1 x 55cm (13 1/16 x 21 5/8in).*
Painted *circa* 1950 - 1955

**£35,000 - 55,000**
**€40,000 - 63,000**
**US$50,000 - 78,000**

This work will be included in the forthcoming *Kees Van Dongen Critical Catalogue*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

**Provenance**
Anon. sale, Nouveau Drouot, Paris, 19 March 1984, lot 97A (titled 'Jeune femme au panier dans un paysage').
Galerie Art 204, Paris (acquired at the above sale).
Anon. sale, Sotheby's, London, 5 December 1984, lot 167.
P. J. Brennan Collection (acquired at the above sale).
Anon. sale, Sotheby's, London, 25 February 1987, lot 97.
Private collection, London (acquired at the above sale).


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

5 *AR
**LOUIS VALTAT (1869-1952)**
*Les rochers rouges à Agay*
signed with the artist's initials 'L. V' (lower right)
oil on canvas
*54 x 65cm (21 1/4 x 25 9/16in).*
Painted *circa* 1898

**£50,000 - 70,000**
**€57,000 - 80,000**
**US$71,000 - 99,000**

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

**Provenance**
Galerie Durand-Ruel, Paris.
Drs. G. -J. Beijer Collection, Lanaken, Belgium.
Galerie von Vertes, Zurich.
Private collection, US (acquired from the above *circa* 2014).

**Exhibited**
Bordeaux, Musée des Beaux-Arts de Bordeaux, *Louis Valtat (1869 - 1952), Exposition rétrospective*, 19 May - 27 August 1995, no. 45.
Paris, Musée d'Art moderne de la Ville de Paris, *Le fauvisme, ou, l'épreuve du feu: éruption de la modernité en Europe*, 29 October 1999 - 27 February 2000, no. 103 (incorrectly dated '*circa* 1903').


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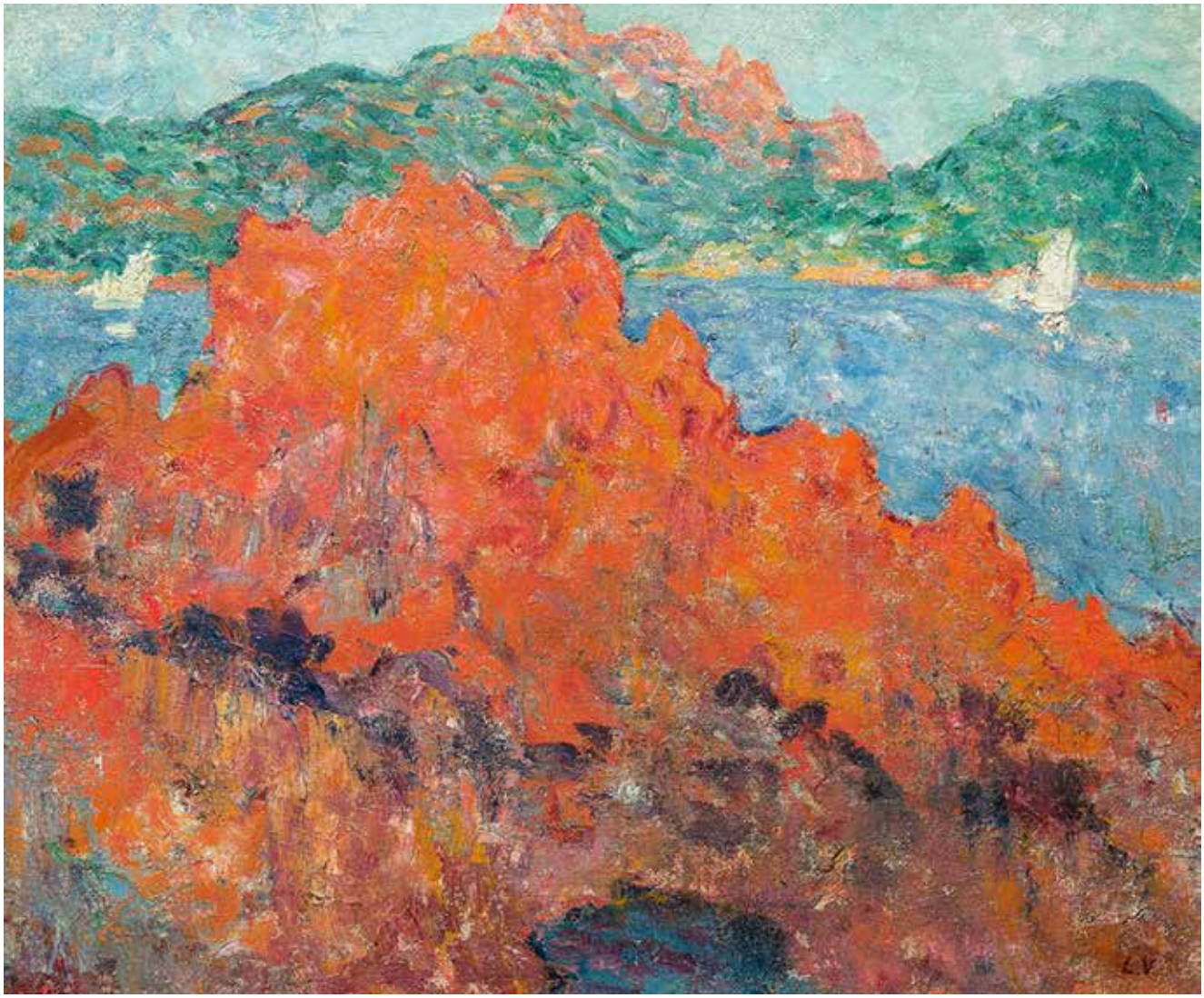

**PROPERTY FROM A PRIVATE PORTUGUESE COLLECTION**

6 AR
**PABLO PICASSO (1881-1973)**
*Trois femmes au chapeau* (recto); *Femme au chapeau* (verso)
charcoal and pastel on paper (recto); charcoal on paper (verso)
*31.6 x 21.4cm (12 7/16 x 8 7/16in).*
Executed in 1899

**£30,000 - 50,000**
**€34,000 - 57,000**
**US$43,000 - 71,000**

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

**Provenance**
Succession Picasso, Paris, no. 252.
Galerie Claude Bernard, Paris, by 1980.
Private collection, Switzerland.
Galerie Marwan Hoss, Paris.
Private collection, Lisbon (acquired from the above in 2002).

(verso)

In 1899, having dismissed his tutelage at Madrid's prestigious Real Academia in favour of roaming the museums for Spain's Old Masters such as Velásquez, Goya and the particularly influential El Greco, Picasso returned to Barcelona. The young artist immediately immersed himself in the more experimental and forward-thinking art scene; it was here that he joined the *modernistas*, a circle of young *avant-garde* artists that frequented a local tavern, Els Quatre Gats. Together, in this centre of artistic expression, they assimilated international trends such as Symbolism and eagerly explored the French Art Nouveau. They drew inspiration from artists such as Toulouse-Lautrec and his simple yet magnificent depictions of the Moulin Rouge and Parisian theatrical life by which he was surrounded.

Similarly, from an early age Picasso had also utilised his surroundings as the stimulation for his art. He studied the lives of the local people of Barcelona, the fishermen, passers-by and friends, and sketched scenes from daily life in the city. The three ladies of Spain depicted in the present work are very much a classic theme for Picasso's early *oeuvre*; much of the importance of the work, however, lies in the subtleties of its execution.

Created in a period of intense activity for Picasso, *Trois femmes au chapeau* is a beautiful example of the early shifts in style that subsequently led to the monumental Blue and Rose Periods only a few years later. We can see the traditional training received from his father and tutoring at art school through his skilful depiction of the human form whilst incorporating delicate streaks of coloured pastel. Simultaneously Picasso utilises the dark, heavy, less tightly defined strokes of the charcoal, outlining the figures and modernising the style. The chiaroscuro-esque combination of the bold lines and large unmarked areas of white paper create a wonderful depth to the image, all truly exhibiting the pure quality and draughtsmanship of the young artist. The minimal construction of the central figure's facial features calls on Picasso's interest in the cartoons he had seen in the newspapers of the time, in addition to the graphic projects that emphasised a more linear style, excluding content with supple contour lines and simplified shapes. This work is a truly charming piece from a most exciting period for one of art's great prodigies. As John Richardson observed of this critical period, 'it reveals an astonishingly rapid advance not just in acuity of observation and technique but in drama and style. Everything has more of an edge to it' (J. Richardson, *A Life of Picasso, Vol. I, 1881-1906*, London, 1991, p. 109).


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7
**EDGAR DEGAS (1834-1917)**
*Le Discobole* (recto); *Etude pour 'Le Discobole'* (verso)
inscribed 'Rome' (lower right, recto and verso) and stamped
with the *Nepveu Degas* stamp (lower left, recto)
pencil on off-white paper
*38 x 26.2cm (14 15/16 x 10 5/16in).*
Probably executed in Rome *circa* 1857 - 1858

**£20,000 - 30,000**
**€23,000 - 34,000**
**US$28,000 - 43,000**

The authenticity of this work has kindly been confirmed by Prof. Theodore Reff.

**Provenance**
Jean Nepveu-Degas Collection, Paris (by descent from the artist);
his sale, Hôtel Drouot, Paris, 6 May 1976, lot 71.
Claude Putscher Collection, Quissac (acquired at the above sale).
Private collection (acquired from the above in April 1979);
their sale, Christie's, London, 25 June 2008, lot 344.
Private collection, Italy.
Private collection, Milan (acquired from the above in 2014).


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**PROPERTY FROM A PRIVATE UK COLLECTION**

8
**ARISTIDE MAILLOL (1861-1944)**
*Jeune fille agenouillée*
inscribed with the artist's monogram (underneath)
bronze with brown patina
*20cm (7 7/8 in). high*
Conceived *circa* 1900, this bronze version was cast between 1910 - 1920 by Ambroise Vollard

**£50,000 - 70,000**
**€57,000 - 80,000**
**US$71,000 - 99,000**

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

**Provenance**
Private collection, Budapest (acquired in Paris before 1914).
Private collection, UK (by descent from the above).

**Literature**
J. Rewald, *Maillol*, Paris, 1939 (another cast illustrated p. 103).
W. George, *Aristide Maillol*, London, 1965 (other casts illustrated pp. 126 & 127).
D. Chevalier, *Maillol*, Lugano & Paris, 1970 (another cast illustrated p. 16).
W. George, *Aristide Maillol et l'âme de la sculpture*, Neuchâtel, 1977 (another cast illustrated p. 131).
B. Lorquin, *Aristide Maillol*, London, 1995 (another cast illustrated p. 51).

*Jeune fille agenouillée* in the family's apartment, Vienna, c.1930



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**PROPERTY FROM A PRIVATE BELGIAN COLLECTION**

9
**RAOUL DUFY (1877-1953)**
*Un bal champêtre*
signed 'Raoul Dufy' (lower left)
oil on canvas
*48 x 38cm (18 7/8 x 14 15/16in).*
Painted in 1905

**£300,000 - 500,000**
**€340,000 - 570,000**
**US$430,000 - 710,000**

**Provenance**
Ambroise Vollard, Paris.
Galerie Flechtheim, Berlin.
Galerie d'Art Matignon, Paris.
Mrs. Maurice Newton Collection, New York; her sale,
Sotheby's, New York, 19 October 1977, lot 34.
Perls Galleries, New York, no. 13810.
Anon. sale, Ader-Tajan, Paris, 10 June 1992, lot 10.
Private collection, Belgium.

**Exhibited**
San Antonio, McNay Art Institute, *Raoul Dufy: A Twenty-Fifth Anniversary Event,*
4 May - 29 June 1980, no. 13.
Paris, Galerie Fanny Guillon-Laffaille, *Raoul Dufy,* 16 May - 12 July 1991.
Madrid, Fundación Mapfre, *Los Fauves la pasión por el color,*
22 October 2016 – 29 January 2017, no. 101.

**Literature**
M. Laffaille & F. Guillon-Laffaille, *Raoul Dufy, catalogue raisonné de l'oeuvre peint, supplément*, Paris, 1985, no. 1829 (illustrated p. 24).



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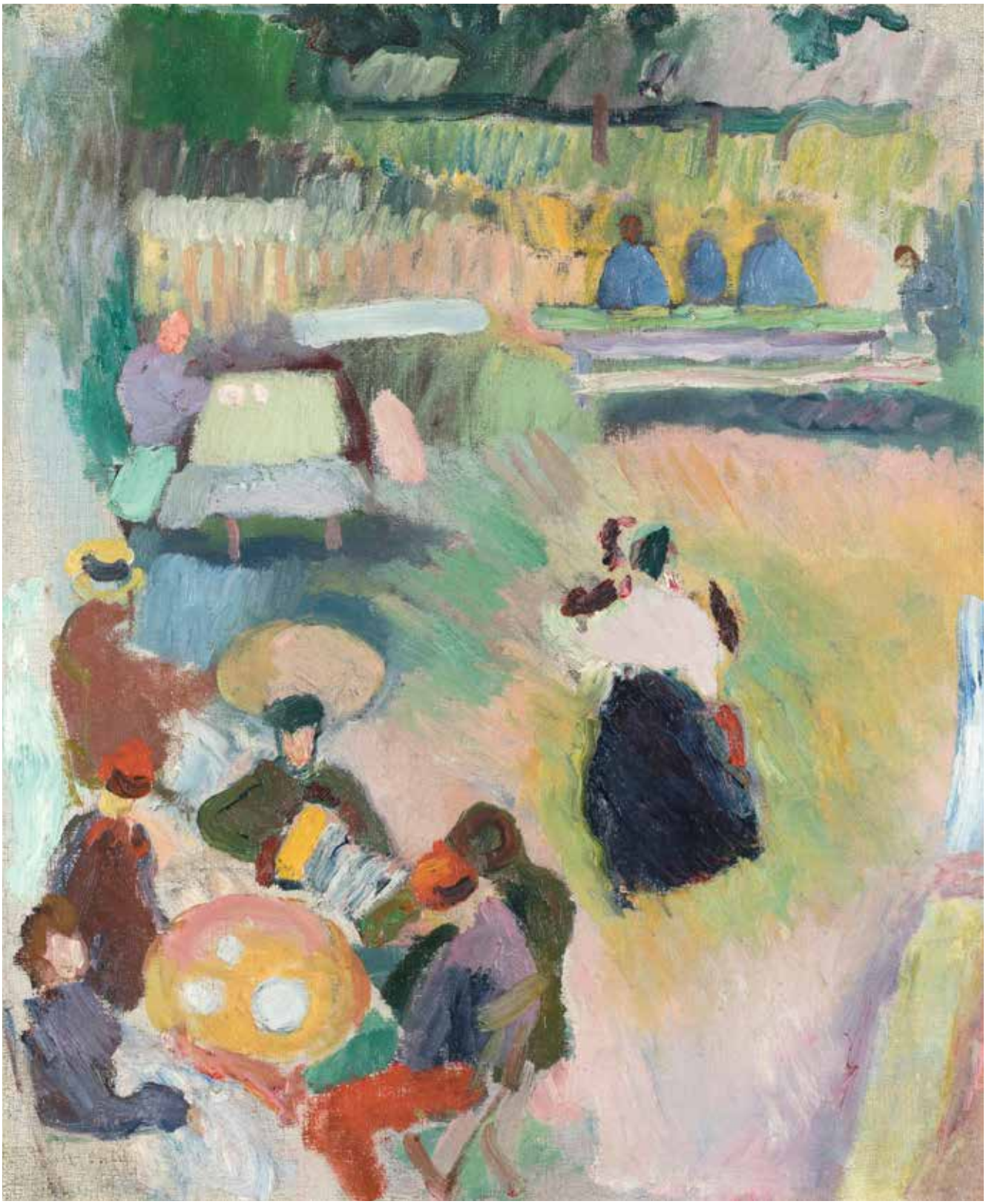

Raoul Dufy in his studio.

# RAOUL DUFY

## *Un bal champêtre*

> ‘Painting means creating an image which is not the image of the appearance of things, but which has the power of their reality’
>
> - Raoul Dufy

Painted in the critical year of 1905, *Un bal champêtre* is testament to the great leap which occurred in Raoul Dufy’s *oeuvre* following his visit to the Salon des Indépendants in March of that year. It was at this exhibition that Dufy encountered Matisse’s seminal painting *Luxe, calme et volupté* (1904), an experience which was to have a transformative effect on the young artist, launching him into a radical new aesthetic and affiliation with a group who would come to be known as the Fauves after the sensational Salon d’Automne exhibition later the same year.

Henri Matisse (1869–1954), *Luxe, calme et volupté,* 1904, Musée d’Orsay, Paris.

Prior to witnessing Matisse’s jewel-like masterpiece Dufy had been working in an Impressionist style, already acquainted with the Divisionist technique utilised in *Luxe, calme et volupté* having seen the major exhibition of Signac’s work at the Galerie Druet in December 1904. Rendered through a mosaic of pure pigment and freed from descriptive representation, it was the astonishing use of colour employed by Matisse, rather than the Neo-Impressionist technique, which most profoundly struck Dufy and would revolutionise his style thereafter. Twenty years later, Dufy acknowledged this debt to Matisse and the catalytic effect on his painting: ‘all the new reasons for painting, and Impressionist realism lost all its charm for me, when I contemplated the miracle of the imagination that had penetrated both line and colour. I immediately understood the mechanics of the new painting’ (D. Perez-Tibi, *ibid*, p. 19).

*Un bal champêtre* was likely to have been painted in the rural surroundings of the artist’s native town of Le Havre in Normandy. In 1905 Dufy had returned to his birthplace for a brief spell after a number of years in Paris. A prodigious talent from an early age, he had enrolled at a local art school at fifteen but was soon awarded a civic scholarship to study at the École des Beaux-Arts in Paris. Dufy proved resistant to the academic training that he received there however and in 1903 decided to exhibit for the first time at the *avant-garde* Salon des Indépendants, working predominately in a style derived from the Impressionists until 1904.

1905, and more specifically the transformative experience of Matisse’s Arcadian landscape, prompted a decisive shift in Dufy’s painting. Though returning to familiar motifs such as the ports and coastal regions of his childhood, Dufy also rendered his favoured subjects with an invigorated palette and newly modernist treatment of form:

Raoul Dufy (1877 - 1953), *Landscape in Provence,* 1905, Musée d'Art Moderne de la Ville de Paris, Paris.

'Around 1905 - 1906, I was painting on the beach at Sainte-Adresse, I had previously painted beaches in the manner of the Impressionists, and had reached saturation point, realising that this method of copying nature was leading me off into infinity, with its twists and turns and its most subtle and fleeting details. I myself was standing outside the picture. Having arrived at some beach subject or other I would sit down and start looking at my tubes of paint and brushes. How, using these things, could I succeed in conveying not what I see, but that which *is*, that which exists for me *my* reality? That is the whole problem [...] I then began to draw, choosing the nature that suited me [...] From that day onwards, I was unable to return to my barren struggles with the elements that were visible to my gaze. It was no longer possible to show them in their external form' (D. Perez-Tibi, *ibid*, pp. 22 - 23).

Speaking later in life to the historian and art critic, Pierre Courthion, Dufy recalled the source of the key leitmotifs which occur throughout his *oeuvre*: 'My youth was cradled by music and the sea' (D. Perez-Tibi, *ibid*, p. 12). Turning inland from the Normandy beaches, Dufy here portrays a country dance and accompanying musicians, drawing upon the other most formative subject for the artist. Dufy developed a lifelong interest in musicians and instruments, an enthusiasm which was nurtured by the intensely musical family into which he was born. His younger brother Léon was an accomplished flute player and incidentally had taught the instrument to fellow Fauve and native of Le Havre, Georges Braque.

In *Un bal champêtre* we see Dufy making bold strides into the Fauvist style, no longer seeking an imitation of reality but rather reinventing the scene according to his visual imagination and poetic whim. Pulsing with colour and luminosity, Dufy punctuates the pastel hues of Impressionism with vivid patches of pure pigment: yellow, black, red and blue – colours which galvanise the surface of the canvas, infusing the painting with dynamism and echoing the implied movement of the dancers and players. In accordance with Fauvist technique, Dufy also reduces the forms to their essentials, distilling the figures and their surroundings into almost geometric blocks of juxtaposed colour, an effect which is further emphasised by the elevated viewpoint and deliberately negated perspective which serves to flatten the picture space.

In adopting these radical painterly devices, we see Dufy moving away from a mimetic, Impressionist style towards a decisively new visual stance, one which cohered more with his subjective vision of the scene than with a concern for capturing transitory atmospheric effects. In *Un bal champêtre* Dufy applies colour rather than shade to describe light and dark, utilising a spectrum of pastel tones: sugar pinks, lilacs, lemons and duck egg blues to convey the verdant landscape through expressive rather than descriptive means: 'When I talk about colour', the artist later explained, 'it will be understood that I am not talking about the colours of nature, but about the colour[s] of the palettes, the words from which we form our pictorial language [...] I see colour itself as being nothing but a generator of light' (D. Perez-Tibi, *ibid*, p. 24).

Exhibiting characteristics which cohered with the Fauvist style just months before the infamous Salon d'Automne which definitively established the group, *Un bal champêtre* shows Dufy making his debut as a modernist of daring and consummate skill. The birth of Fauvism scandalised the French public and the establishment, challenging the very foundations of visual expression. Reacting to the uproar of the exhibition, in which the term 'Fauve' or 'Wild Beats' was coined, the contemporary critic Camille Mauclair decried: 'A pot of paint has been the flung in the face of the public'; meanwhile, the writer and art collector, Gertrude Stein, reported that appalled visitors scratched the canvases of the paintings in contempt. In 1905, Fauvism launched the most experimental and audacious movement the art world had ever seen; executed during this key year, *Un bal champêtre* exemplifies this ground-breaking moment in modern art and the artist's career.

Though Dufy's Fauvist stage was brief, it instilled within him a taste for simplification, colour and pure pigment which he was never to lose. Of the three Norman Fauves: Dufy, Georges Braque and Othon Friesz, Dufy was its most ardent champion, and it is crucially in the work of these three artists that we can detect Fauvism's development through the Impressionist style: 'To be Fauve in spirit was not just to paint in bright colours. The Fauve Havrais reminded critics and other artists that the intense Fauve palette developed only as each Fauve made a painstaking progression from a pseudo-Impressionism. (A. Martin & J. Freeman, 'The Distant Cousins in Normandy: Braque, Dufy and Friesz' in J. Freeman, *The Fauve Landscape,* Los Angeles, 1900, p. 236).

On Dufy's death in 1953, Henri Matisse, the founding father of the Fauvist group, proclaimed that 'Dufy's work will live'. This prediction would come to be true, and it is surely his skill as a colourist, revolutionised by his Fauvist discoveries, that would come to establish Dufy as one of the most important and beloved artists of the 20th century.

**PROPERTY FROM A PRIVATE GREEK COLLECTION**

10
**ALBERTO GIACOMETTI (1901-1966)**
*Voitures à un carrefour*
numbered and dated '27.9.60. 3' (lower right)
black crayon on transfer paper
*41.7 x 31.8cm (16 7/16 x 12 1/2in).*
Executed on 27 September 1960

**£15,000 - 20,000**
**€17,000 - 23,000**
**US$21,000 - 28,000**

The work is registered in the Fondation Giacometti archives with the number AGD 3858.

**Provenance**
Tériade Collection, Paris.
Private collection, Greece (by descent from the above).



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

**PROPERTY FROM A PRIVATE GREEK COLLECTION**

11
**ALBERTO GIACOMETTI (1901-1966)**
*L'Eglise Saint-Sulpice vue depuis la rue Férou*
numbered and dated '29.9.60 6' (lower right)
black crayon on transfer paper
*41.7 x 31.8cm (16 7/16 x 12 1/2in).*
Executed on 29 September 1960

**£8,000 - 12,000**
**€9,200 - 14,000**
**US$11,000 - 17,000**

The work is registered in the Fondation Giacometti archives with the number AGD 3859.

**Provenance**
Tériade Collection, Paris.
Private collection, Greece (by descent from the above).

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

**PROPERTY FROM A PRIVATE GREEK COLLECTION**

12
**ALBERTO GIACOMETTI (1901-1966)**
*Le Juke-box du Café d'Alésia*
black crayon on transfer paper
*41.7 x 32.5cm (16 7/16 x 12 13/16in).*
Executed between 1959 - 1965

**£10,000 - 15,000**
**€11,000 - 17,000**
**US$14,000 - 21,000**

The work is registered in the Fondation Giacometti archives with the number AGD 3857.

**Provenance**
Tériade Collection, Paris.
Private collection, Greece (by descent from the above).

René Burri (1933-2014), *Alberto Giacometti, Swiss painter & sculptor,* 1960.



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13
**MAN RAY (1890-1976)**
*Symétrie*
signed with the artist's initials and dated 'MR-40' (lower left)
pen and India ink on paper
*46.5 x 30.4cm (18 5/16 x 11 15/16in).*
Executed in 1940

**£15,000 - 20,000**
**€17,000 - 23,000**
**US$21,000 - 28,000**

**Provenance**
Anon. sale, Artcurial, Paris, 8 May 1980.
Private collection, Italy (acquired at the above sale).
Private collection, Italy (by descent from the above);
their sale, Sotheby's, London, 6 February 2014, lot 457.
Private collection, London (acquired at the above sale).


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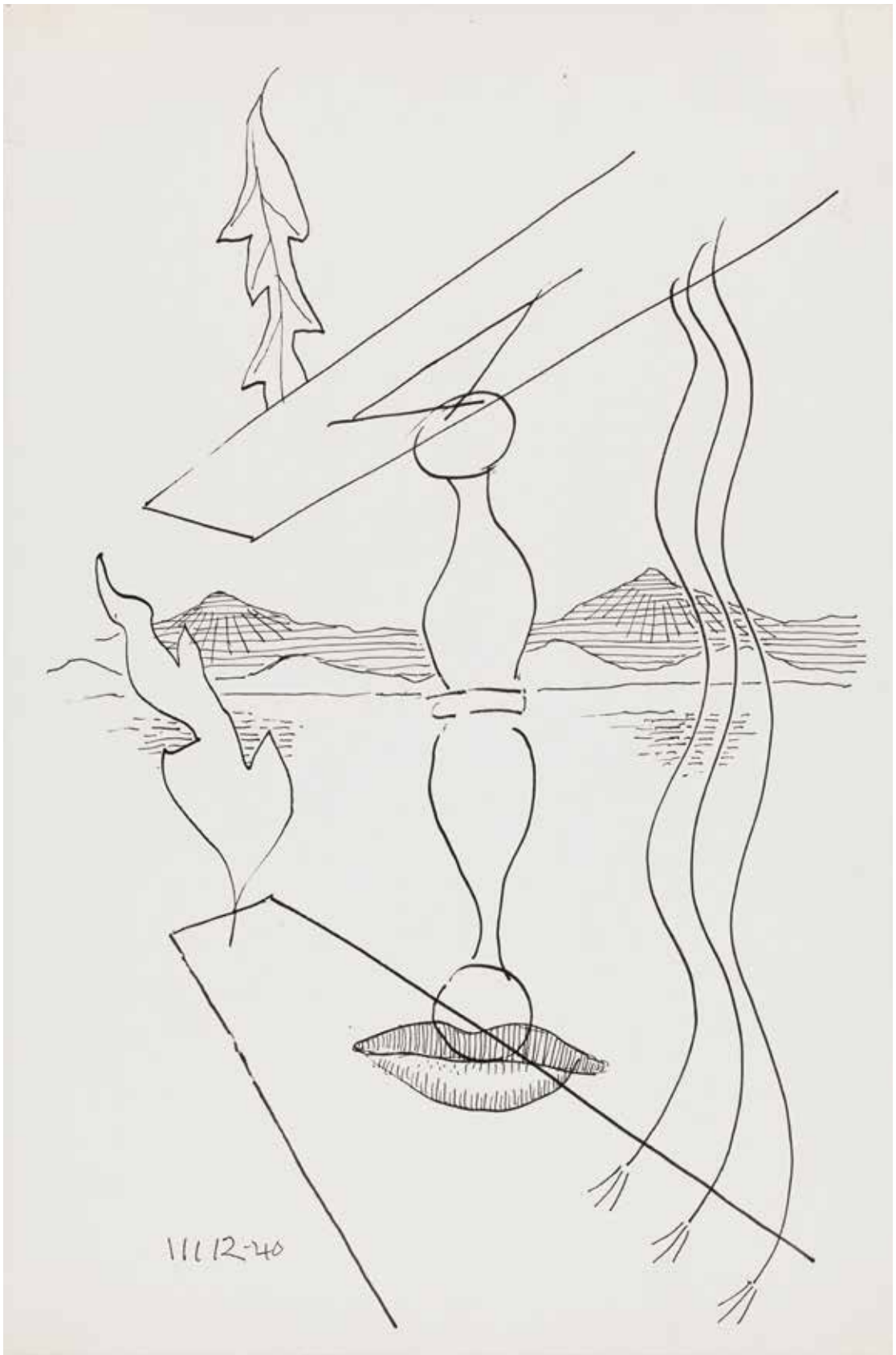

11 12-40

**PROPERTY FROM THE ESTATE OF BENEDICT READ (1945-2016)**

14 AR
**KURT SCHWITTERS (1887-1948)**
*Für Herbert Read.*
signed and dated 'Kurt Schwitters 44' (lower right) and inscribed 'For Herbert Read.' (lower left)
collage on card laid down on the artist's mount
*21 x 17cm (8 1/4 x 6 11/16in) (image size);*
*24.3 x 20.3cm (9 9/16 x 8in) (sheet size)*
Executed in England in 1944

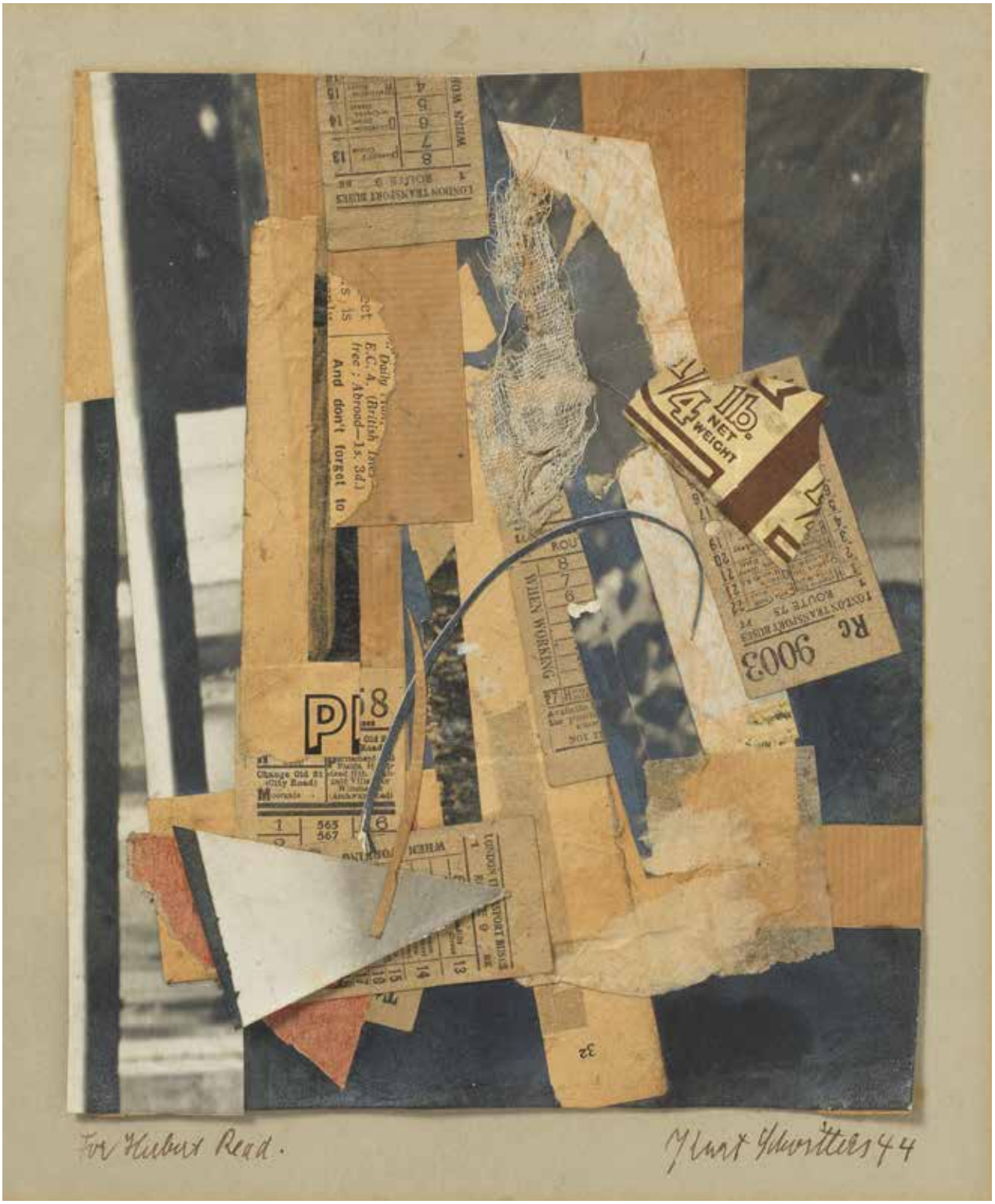
**£70,000 - 90,000**
**€80,000 - 100,000**
**US$99,000 - 130,000**

**Provenance**
Sir Herbert Read Collection, London, 1944 - 1968 (a gift from the artist).
Benedict Read Collection, Leeds (by descent from the above).

**Exhibited**
Leeds, Leeds City Art Galleries, *Herbert Read, A British Vision of World Art*, 25 November 1993 - 5 February 1994, no. 191 (titled 'Merzbild').
Vienna, Kunstforum Wien, *Schwitters*, 15 March - 16 June 2002, no. 124.
London, Tate Britain, *Schwitters in Britain*, 30 January - 12 May 2013 (later travelled to Hannover).

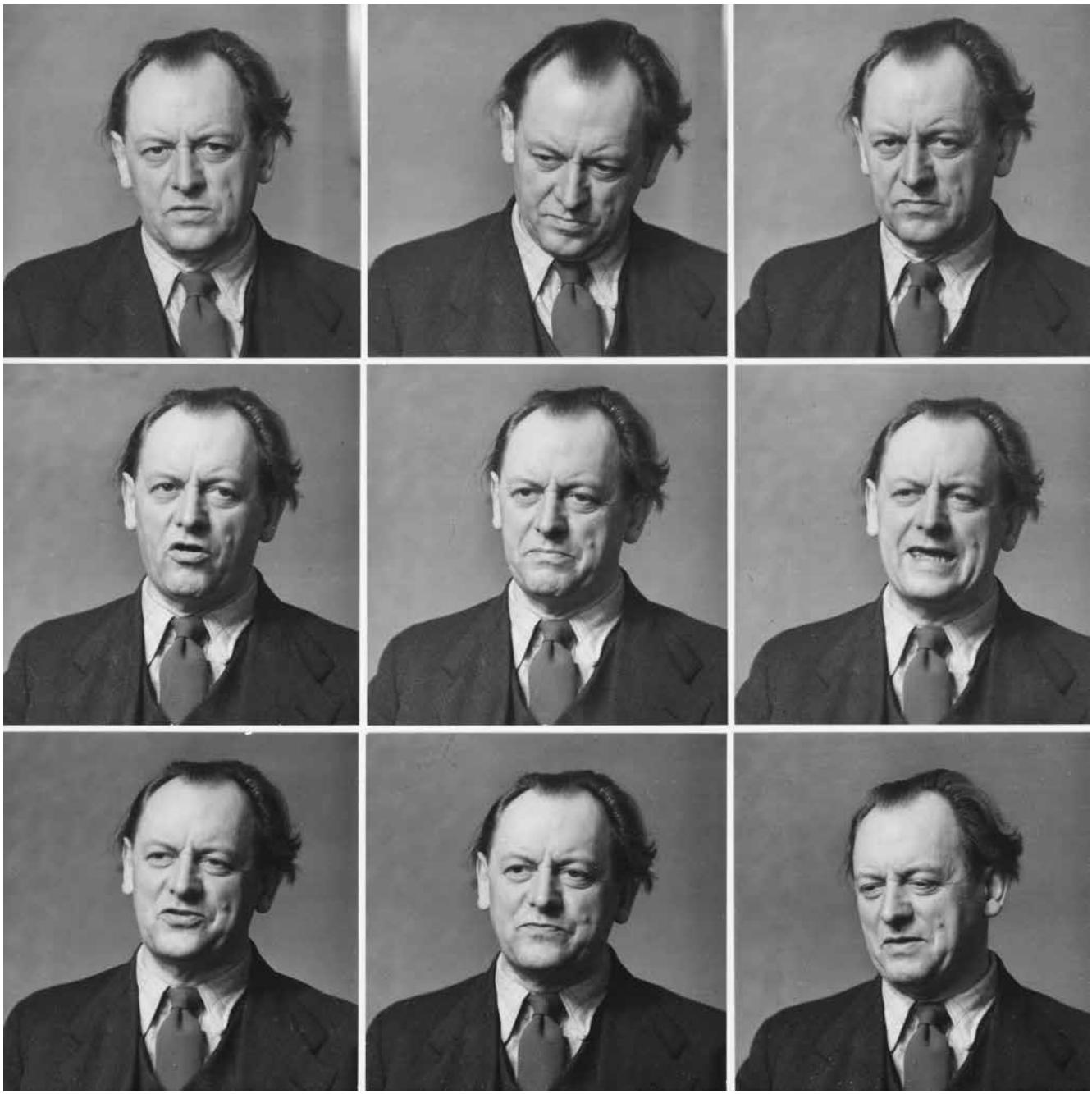
**Literature**
K. Orchard & I. Schulz, *Kurt Schwitters, catalogue raisonné 1937 - 1948*, Hannover, 2006, no. 3081 (illustrated p. 435).


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

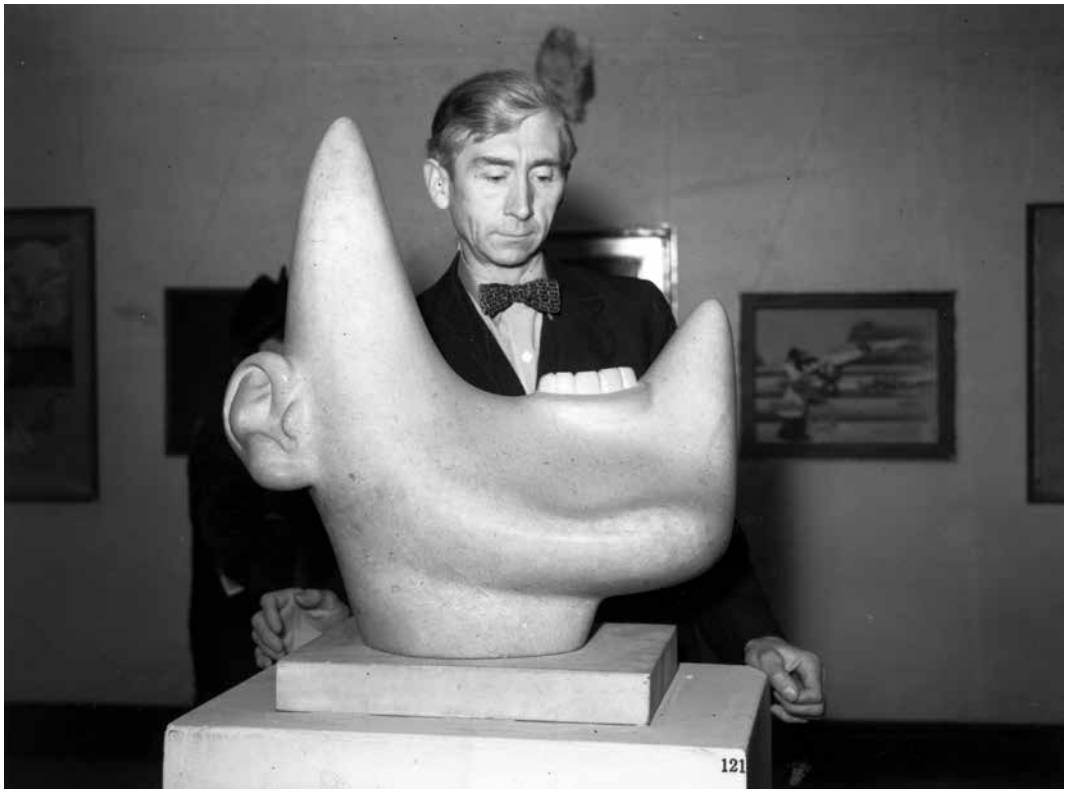

For Herbert Read.
Kurt Schwitters 44

# KURT SCHWITTERS

## *Für Herbert Read*



Ernst Schwitters (1918-1996), *Kurt Schwitters beim Vortrag der Ursonate [Serie I], London 1944,* 1944, Sprengel Museum, Hannover.




English art historian Sir Herbert Read (1893-1968)

# ‘Schwitters is a complete artist’

- Herbert Read

The present work was gifted to Sir Herbert Read (1893-1968) by Kurt Schwitters in 1944 and has remained in the family ever since. One of two collages that the artist dedicated to him, the work was seemingly a gift of gratitude for the support that Read, as one of Britain’s most pre-eminent art critics, had shown him upon his arrival in wartime London.

Herbert Read grew up as the son of a farmer in the Yorkshire Dales but would go on to become the voice of an artistic generation, championing the work of Yorkshire artists Henry Moore and Barbara Hepworth, as well as Ben Nicholson and Paul Nash in his 1933 book *Art Now*, later co-founding the Institute of Contemporary Arts after the war. He was one of the earliest proponents of modern German art in Britain, and curated the Surrealist exhibition at the Burlington Galleries in London in 1936 which included works by Paul Klee, Max Ernst, René Magritte and Joan Miró amongst others. In 1944 he contributed an essay to the catalogue of Schwitters’ first solo exhibition in London at the Modern Art Gallery, praising in particular the artist’s ground-breaking use of collage: ‘Schwitters has shown that it is possible to make art out of anything – so long as one is an artist. Used tram tickets, pieces of cardboard, or corrugated paper, corks, matches, rags – all is grist to the creative imagination, and Schwitters has pursued this line of development far beyond the point reached by Juan Gris and Picasso. Schwitters is the supreme master of the *collage*’ (H. Read, quoted in *Schwitters in Britain*, exh. cat., London, 2013, p. 13).

*Für Herbert Read* is a superb example of the technique – layers of fabric, paper and cardboard are comprised of snippets of food labels, London bus routes and newspapers, literal pieces of the new city that the exiled artist found himself in after fleeing Nazi Germany in 1937. His artwork had been included in the *Entartete Kunst* (Degenerate Art) touring exhibition organised by the Nazi party from 1933, and after being invited for an interview with the Gestapo in early 1937 he left to join his son Ernst in Norway. The Nazis invaded the country in 1940, prompting Schwitters to board an ice-breaker bound for Leith in Scotland with his son and daughter-in-law. He was interred as an enemy alien in various camps before arriving in July 1940 in Hutchinson Camp on the Isle of Man, which became known as ‘the artist’s camp’.

# ‘Schwitters is the supreme master of the collage

- Herbert Read

Kurt Schwitters (1887 - 1948),
*MZ 318. CH.,* 1921, Private collection.

Released in November 1941, he moved to London where he relied upon friends and contacts of fellow artists he had met in the camp, forming links with British artists and critics such as Ben Nicholson and Herbert Read. The latter had already championed Schwitters prior to his arrival in the UK, first in *Art Now*, 1933, in which he illustrated *Bild grau-rosa*, and then by including two of the artist’s works in a 1938 exhibition showcasing modern German artists, introducing him as ‘one of the leaders of German Dadaism’ (*Ibid*., p. 8). Schwitters’ solo exhibition in 1944, the year of this work’s execution, was his most significant show to date, offering eleven collages, eighteen oil paintings and ten sculptures. Read’s essay in the catalogue showed his continued support for an artist whose work found some critical acclaim but little commercial success in the capital, prompting a move to the Lake District in June 1945.

*Für Herbert Read* hails from the artist’s later works, albeit executed whilst Schwitters was still in his fifties: ‘I am still extremely young and have merely become stronger in my art’ (Schwitters writing in 1945, quoted in *Ibid*., p. 56). Stylistically it marks a continuation of his renowned *Merz* concept, which first appeared around 1918-1919. Schwitters is said to have derived the name from a scrap of paper which was printed with ‘Commerz’ from the Commerz Bank, but on which only ‘merz’ was visible. This seemingly random and nonsensical title pleased him in its sound, reflecting the influence of the Dada movement at the time. For Schwitters ‘this new process whose principle was the use of any material...could not [be classified] under old labels such as expressionism, cubism, futurism and so on... Merz means forging relationships, preferably between all things in the world’ (K. Schwitters, quoted in F. Lach, *Kurt Schwitters. Das literarische Werk*, vol. V, Cologne, 1973-81, pp. 187 & 252).

Studio portrait of Kurt Schwitters in his thirties

Robert Rauschenberg (1925-2008), *Trophy I (for Merce Cunningham)*, 1959, Private collection.

Schwitters met fellow members of Berlin's *avant-garde* after exhibiting at Galerie Der Sturm in 1918 and 1919, and whilst not an official member of the Dada movement ('I rode out the revolution enjoying myself thoroughly, and pass as a Dadaist without being one' (K. Schwitters, quoted in W. Schmalenbach, *Kurt Schwitters*, New York, 1967, p. 96)) he embarked on a touring 'Dada campaign' with Theo van Doesburg in 1923. *Merz* embraced the irony of Dadaism in its elevation and transformation of everyday, discarded objects, as well as showing the influence of Russian constructivism and Cubist collages.

The *Merz* concept encompassed painting, drawing, sculpture, fantastical poetry and performance in a kind of *Gesamtkunstwerk*, illustrating Schwitters' passion for all art forms. This 'forging of relationships' is surely encapsulated in the collage technique, whereby disparate fragments are juxtaposed to create a new, larger whole. The medium was temporarily abandoned following Schwitters' flight from Germany however: whilst in Norway the artist was inspired by the light and landscape to return to oil paints, while the British internment camps did not offer sufficient materials to build with. 'This changed as soon as he was released from internment and arrived in London in late 1941. The British metropolis – 'Big city. Very big. Like a Hannover that has shot up' – prompted yet another turnaround in his artistic interests, which now particularly included collages and small sculptures' (*Schwitters in Britain, op. cit.*, p. 57).

Schwitters himself held that there was no difference between these later works and his earliest *Merz* collages, and whilst some later compositions did show a leaner clarity, *Für Herbert Read* looks back to the gloriously multi-layered works of the twenties, with overlapping rough, torn edges. The present work maintains the dynamism of earlier *Merzbilds* such as *Mz 318 ch*, created through the angular sheet edges, overlapping diagonals and sharp curlicue slivers of card, drawing the eye into the centre and up through the composition. This strong sense of geometry is juxtaposed with softly torn fabric and deckled paper edges. Comprised of fragments from his London life, *Für Herbert Read* is intrinsically of its time and place, as well being inherently personal, filled with detritus from the artist's own life. This revolutionary method directly influenced artists such as Robert Rauschenberg, who, after seeing an exhibition of Schwitters' work in 1959, exclaimed 'I felt like he made it all just for me' (R. Rauschenberg, quoted in M. L. Kotz, *Rauschenberg, Art and Life*, New York, 2004, p. 91).

**A further work from The Estate of Benedict Read by Yayoi Kusama will be included in the Post-War & Contemporary Art auction on 7 March 2018.**

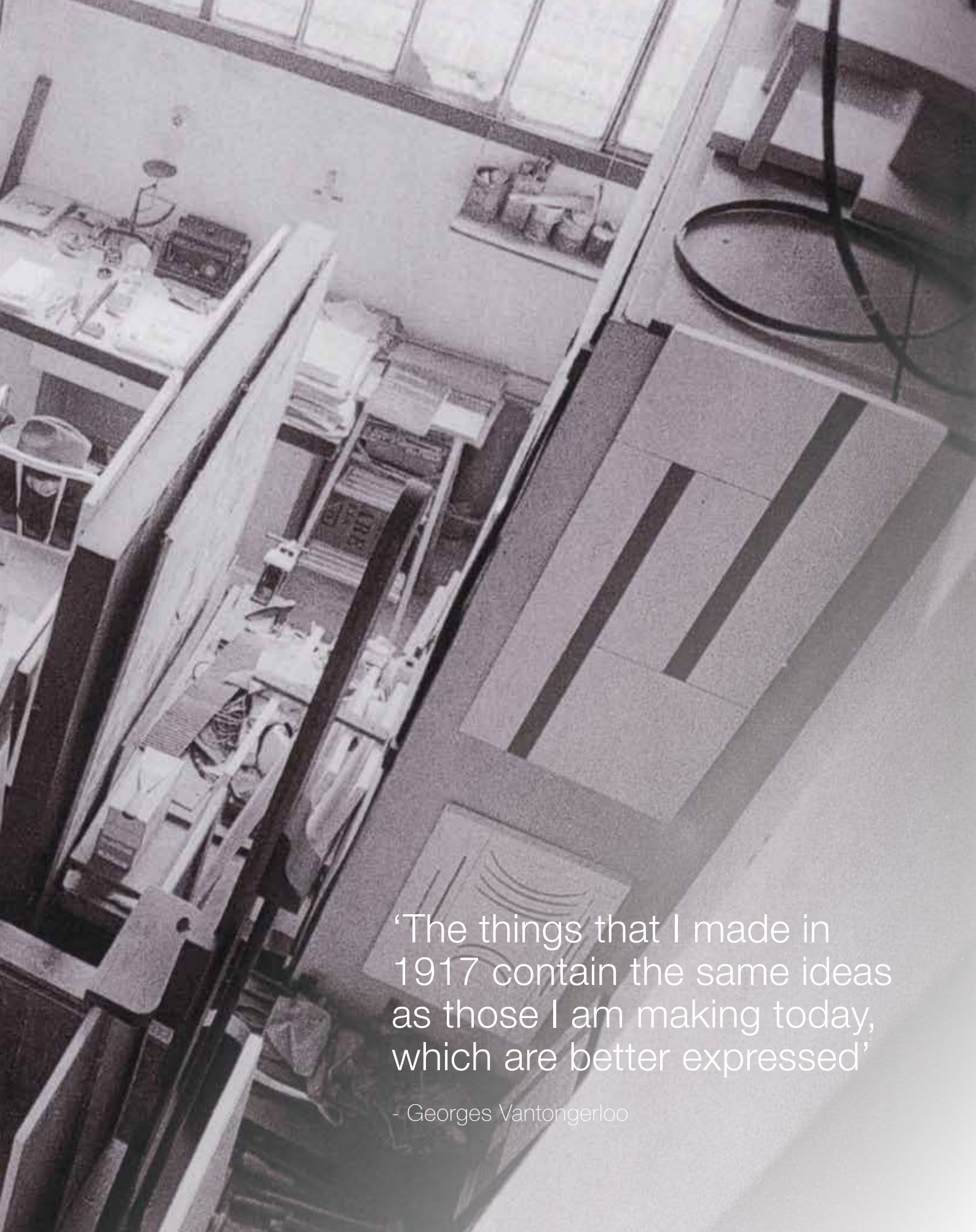
'I felt like he made it all just for me'

- Robert Rauschenberg

# GEORGES VANTONGERLOO

*Spirale avec certaines taches*

Georges Vantongerloo, George Baines (standing) and François Vantongerloo, brother of the artist (seated in the armchair) in Georges Vantongerloo's studio in Paris *circa* 1950s.



‘The things that I made in 1917 contain the same ideas as those I am making today, which are better expressed’

- Georges Vantongerloo

**PROPERTY FROM THE BAINES FAMILY COLLECTION**

15 AR
**GEORGES VANTONGERLOO (1886-1965)**
*Spirale avec certaines taches*
signed, titled and dated 'Spirale avec certaines taches Paris 1946 G. Vantongerloo' (verso)
oil and gouache on board mounted on the artist's frame
*75 x 61cm (29 1/2 x 24in).*
Painted in Paris in 1946

**£200,000 - 300,000**
**€230,000 - 340,000**
**US$280,000 - 430,000**

The authenticity of this work has kindly been confirmed by Dr. Jakob Bill.

**Provenance**
The artist's studio.
Georges Baines Collection, Antwerp (acquired directly from the artist).
Thence by descent to the present owners.

**Exhibited**
Paris, Palais des Beaux-Arts de la Ville de Paris, 1er Salon des Réalités Nouvelles, *Art abstrait, concret, constructivisme, non-figuratif*, July 1946.
Zurich, Kunsthaus Zürich, *Antoine Pevsner, Georges Vantongerloo, Max Bill*, 15 October - 13 November 1949, no. 78.
Washington, Corcoran Gallery of Art, *Georges Vantongerloo. A traveling Retrospective Exhibition*, 22 April - 17 June 1980, no. 176 (later travelled to Dallas & Los Angeles).
Brussels, Musées Royaux des Beaux-Arts de Belgique, *Georges Vantongerloo 1886 - 1965*, 23 January - 16 March 1981, no. 176.
Zurich, Kunsthaus Zürich, *Georges Vantongerloo*, 3 April - 17 May 1981, no. 176.
Antwerp, Ronny Van de Velde, *Georges Vantongerloo 1886 - 1965*, 15 December 1996 - 31 March 1997, no. 176.
Barcelona, MACBA Museu d'Art Contemporani de Barcelona, *Force Fields: Phases of the Kinetic*, 19 April - 18 June 2000, no. 232 (later travelled to London, Hayward Gallery).
Le Cateau-Cambrésis, Musée Matisse, *Georges Vantongerloo 1886 - 1965, un pionnier de la sculpture moderne*, 28 October 2007 - 2 March 2008 (later travelled to Ostend).
Madrid, Museo Nacional Centro de Arte Reina Sofia, *Georges Vantongerloo: A Longing for Eternity*, 3 November 2009 - 22 February 2010.

**Literature**
G. Vantongerloo, 'Paintings, Sculptures, Reflections', in *Problems of Contemporary Art no. 5*, New York, 1948, no. 176, fig. 44 (illustrated).


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

Georges Vantongerloo, 1929. Photo: Michel Seuphor.

# GEORGES VANTONGERLOO

## *Spirale avec certaines taches*

‘Space contains a number of qualities.

It expands in all directions.

It is without limits.

It is uninterrupted, which means that a volume occupies a part of the void; and a void and volume make space.

The great truth, the absolute truth, makes itself visible to our mind by means of the invisible.’

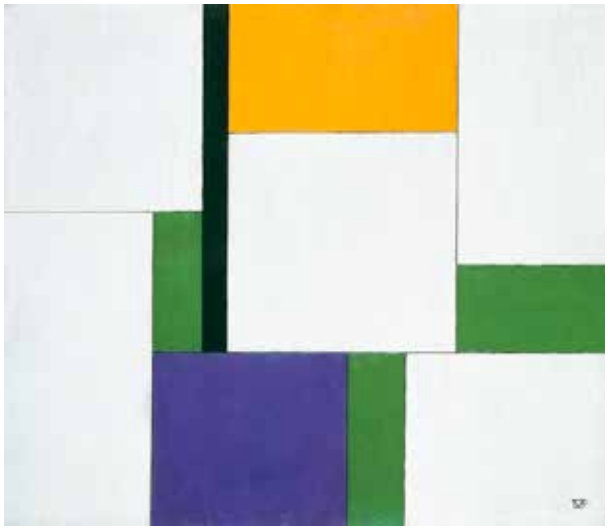
- Georges Vantongerloo, quoted in his ‘Reflections’ written in The Hague, 1917. The first part published in no. 9/1 of the journal *De Stijl* in July 1918.

*Spirale avec certaines taches* was painted by the pioneering abstract artist, Georges Vantongerloo, in 1946. It issues from the mature part of his *oeuvre* when the artist was fully realising the far-reaching implications of his earliest artistic experiments and writings on concrete art. Writing to the former owner of the present work, the renowned Belgian architect Georges Baines in 1964, the artist states ‘it took some time to comprehend that in 1917 my instincts were correct but not my understanding’ (G. Baines, *Georges Vantongerloo*, ‘The Influence of the Works of Wouters and the Origin of the First Abstract Works’ (unpublished essay), 1981).

Born and educated in Antwerp yet exiled to Holland during the First World War, Vantongerloo became a founding contributor to the highly influential journal *De Stijl* as well as a signatory of the group’s first manifesto. In late March 1918, the young Vantongerloo approached the editor of *De Stijl*, Theo van Doesburg, at his studio in Leiden with a notebook containing the beginnings of his ‘Reflections’, written in the preceding year, on the future of art and role of the artist. The content fascinated Van Doesburg and he agreed to publish the text under a new title ‘Reflections by G. Vantongerloo’ over the course of seven editions of the magazine up until 1920.

*De Stijl*’s lasting influence on the development of Twentieth Century modern art and design cannot be overstated. Indeed, at the time, the journal was not simply the vehicle for Piet Mondrian’s theories on art and Neo-Plasticism but also the mouthpiece for radical contemporary art across Western Europe. Among the renowned contributors, including Van Doesburg, Bart van der Leck and Piet Mondrian, Vantongerloo was the youngest and most progressive (Mondrian’s junior by some 14 years), and his distinct involvement with the group is testament to his unrelenting desire for authenticity and universal truths within his own art.

From 1918 many of Vantongerloo’s paintings paralleled the orthogonal grids of Mondrian, though he soon broke away from the limited palette of three primary colours espoused by Mondrian and Van der Leck to employ a chromatic range of seven hues including purple. Vantongerloo’s unusual use of colour was in fact the main subject of the active correspondence which ensued between the two artists following Vantongerloo’s first meeting with Mondrian in April 1920. After a brief spell in Brussels after the war, Theo van Doesburg informed Vantongerloo that Mondrian wished to make his acquaintance, and so Vantongerloo travelled to Paris *en route* to Menton on the French Riviera, where he had decided to make his home. It was an encounter which, despite their ideological differences, prompted a life-long friendship forged on their mutual dedication to abstraction in the search for universal values.



Georges Vantongerloo (1886 - 1965), *Composition of the three Equivalents; Composition Radiating from Equilateral Triangles*, oil on canvas, 1921.

Piet Mondrian and Georges Vantongerloo, *circa* 1920s.

Georges ‘Reflexions’, first part published in no. 9/1 of *De Stijl* in July 1918.

S Vantongerloo

Exhibition opening of the group *Cercle et Carré*, Paris, April 1930. From the left: Michael Seuphor, unknown lady, Georges Vantongerloo, Marcelle Cahn, unknown lady (with light hat), Florence Henri, unknown man, Sophie Taeuber Arp, directly next to her in the first row: Hans (Jean) Arp, behind him: Piet Mondrian, next to Arp: unknown lady, Joaquin Torrès-Garcia, behind Friedrich Vordemberge-Gildewart, next László Moholy-Nagy.

After Vantongerloo's move to Paris in 1928, where he initially stayed at Mondrian's home in the capital, both artists would become founding members of the *Cercle et Carré* group and later, *Abstraction-Création*; movements which upheld the concepts of 'Abstraction' and 'Constructivism' in opposition to the powerful influence of the Surrealist movement sweeping across Paris. Vantongerloo was elected vice-president of *Abstraction-Création* from 1931 - 1937, and was instrumental in the realisation of group exhibitions, as well as in the production of the eponymous pamphlet which published non-figurative work from members of the group, including Josef Albers, László Moholy-Nagy, Františzek Kupka and Jean Arp. This movement was crucial to the galvanisation of geometric and abstract art in the first half of the Twentieth Century and succeeded in bringing together a group of abstract artists from differing theoretical backgrounds.

Following the move to Paris and up until 1936, Vantongerloo established a unity of volumes, colours and planes within his paintings grounded on science and complex mathematical formulas. An approach so unique that Margit Staber has named Vantongerloo 'the inventor of the mathematical approach in art' (G. Brett (ed.), *Force Fields, Phases of the Kinetic*, exh. cat., Barcelona, 2000, p. 18). While these works retain the horizontal – vertical compositions akin to the *De Stijl* aesthetic, their underlying principles remain quite different. From 1937 however a dramatic shift occurred in Vantongerloo's painting which acted in total defiance to *De Stijl*'s doctrine, namely the introduction of the curve. Indeed, when Mondrian was first informed of Vantongerloo's use of the curve in 1938 it was noted that he replied, 'I might have known' with a wry smile.

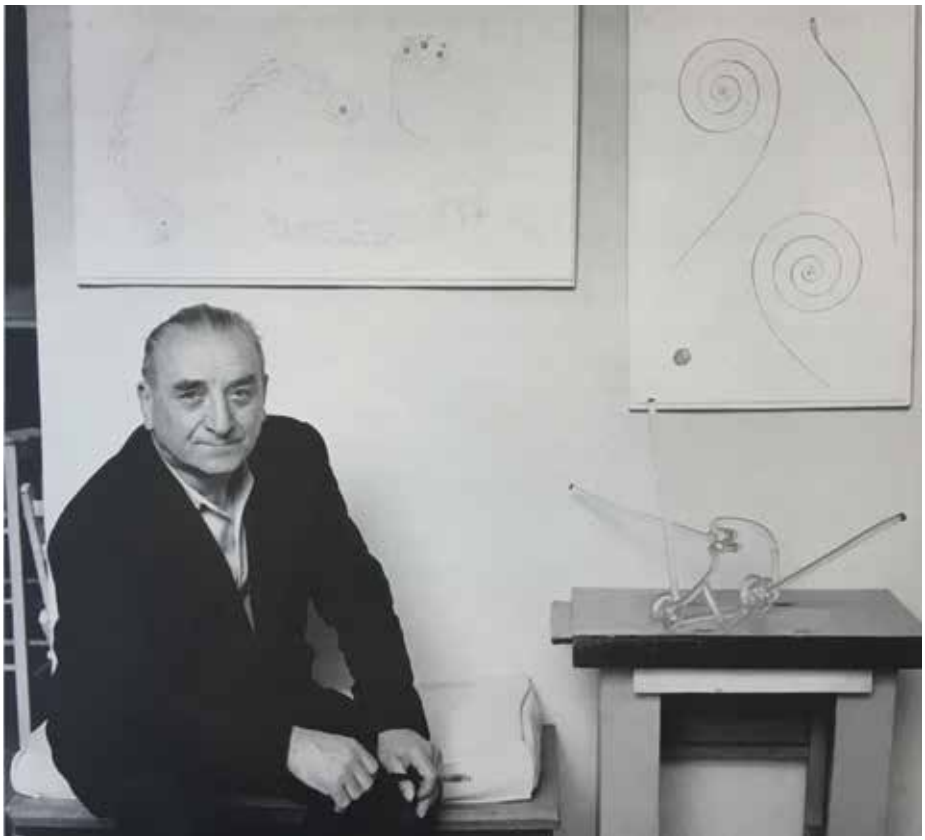
These new, dynamic lines serve to soften the austere constructions of his former paintings and release them from measurable geometric constraints. Reflecting upon this transition, the artist wrote to his close friend, the artist Max Bill: 'I have occupied myself and thought about art for many years but the history of the different aspects of curves has made me think that there are no rules in art, that is to say, each work has its own rules and if one repeats them one falls into dogma. Each work of art must be born with its own character' (G. Vantongerloo, 10 January 1947, quoted in M. Bill, (ed.) *Georges Vantongerloo*, exh. cat., London, 1962).

It was at this time that his works increasingly became concerned with the natural world and phenomena observed rather than hypothesised: 'One paints directly from nature' the artist explained, 'not in order to copy, but in an effort to penetrate the mystery of nature through observation and to express the feelings of grandeur received from the phenomenon observed' (G. Vantongerloo, 'Paintings, Sculptures, Reflections' in *Problems of Contemporary Art*, New York, Vol. V, 1948, p. 3). Liberated from the rectilinear confinements of a closed grid, the white ground of his works become 'a special theatre where the composition takes place' (G. Vantongerloo, letter to Max Bill 12 March 1945, quoted in M. Bill, (ed.), *op. cit.*). Compositions which, in their ever-growing free form, reveal themselves as 'idea patterns, sketches of the captured processes of nature...Vantongerloo in a sense produces new realities, reducing the invisible by mental process to aesthetic facts' (M. Bill, (ed.), *ibid.*, p. 5).

It was by deducing these aesthetic facts that Vantongerloo was able to 'take a sounding of the incommensurable'. In other words, to perceive the immeasurable, infinite and intangible energies which underpin the universe. Though we are unable to perceive the infinite through our five senses, Vantongerloo explains, 'through discernment and deduction, through the subtlety of the sensibility and through science, man is able

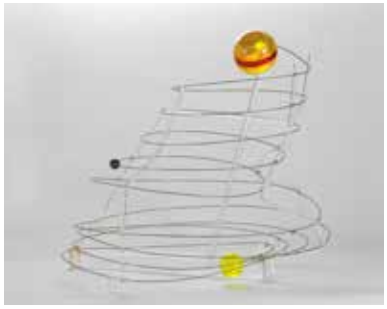


G Vantongerloo



Georges Vantongerloo, *circa* 1950s. Photo: Reinhart Wolf.

The present work, *Spirale avec certaines taches*, 1946



Georges Vantongerloo (1886 - 1965), *Des écliptiques, un soleil de notre galaxie avec deux de ses planets*, wire and coloured plastic, 1963, Groeningemuseum, Bruges, Belgium

'I have occupied myself and thought about art for many years but the history of the different aspects of curves has made me think that there are no rules in art, that is to say, each work has its own rules and if one repeats them one falls into dogma. Each work of art must be born with its own character'

- Georges Vantongerloo

to approach the inconceivable' (G. Vantongerloo, 'To Perceive', 1957, quoted in G. Brett (ed.), *op. cit.*, pp. 234 - 235).

*Spirale avec certaines taches* is a consummate example of Vantongerloo taking a 'sounding of the incommensurable'. Illustrating a multi-coloured filament in the form of a spiral surrounded by scattered constellations of spots / dots or points in varying sizes against a smooth white support, the work immediately recalls associations with the Fibonacci sequence and the golden spiral - mathematical principles which achieve balance and beauty in art yet which are to be found reproduced in the natural world in the form of nautilus shells, pinecones, seed heads and spiral galaxies. Nature was a constant source of wonder and insight for Vantongerloo but never a subject for his art, 'I have painted from nature – not the visible but what I feel, and it is not objective but what I consciously feel for form' (G. Vantongerloo, letter to Max Bill 1945, quoted in M. Bill, (ed.), *op. cit.*) Here, rather than representing nature itself, Vantongerloo gestures towards its fundamental structures and by extension, the infinite.

The spiral was a persistent motif in Vantongerloo's painting from 1946 – 1950, and his understanding of the sign also accords with Paul Klee's writings on the same subject in 1945. For Klee, the spiral is inextricably linked to a certain point, from which the spiral can either extend towards infinity or, in the opposite direction, follow a course of ever increasing retraction towards a central abyss (J - E. Grislain 'Métamorphoses de la ligne 1937 – 1950', *Georges Vantongerloo 1886 – 1965, Un pionnier de la sculpture modern*, exh. cat., Paris, 2007, p. 150). The point therefore embodies both the possibility of infinite expansion and retraction towards nothingness, a conceptualisation which looks back to Vantongerloo's earliest writings in his 'Reflections' of 1917: 'The point is the image of the infinitely great and infinitesimal, and contains all and nothing. [...] The point radiates on all sides and thus creates motion. As the point is the infinity of everything, the power of everything, and therefore all powerful, motion will be perpetual' (G. Vantongerloo, quoted in G. Maldonado, 'The curve in plastic arts: Art from surface to universe', *Georges Vantongerloo: A Longing for Infinity*, exh. cat., Madrid, 2009, p. 115).

Thus, the point and the spiral in *Spirale avec certaines taches* describe a conceptual oscillation between the finite and the infinite, dispersion and concentration, beginning and end. Becoming a 'stationary work[s] of endless movement' which Peter C. Marizo denotes as symbolic of Vantongerloo's *oeuvre*. It is as if, in presenting a dialectic without

Georges Vantongerloo with Anne Baines, wife of George Baines *circa* 1950s.

From the left, Frans Vantongerloo, Georges Baines and Georges Vantongerloo at Georges Vantongerloo's kitchen bar, *circa* 1950s.

'Everything we have learned needs to be re-examined and the next generation can do something about it. The time of the paraffin lamp is past...We live now in the age of the atom, electromagnetism, radiation etc. Painting and sculpture as they used to be conceived, belong to the age of the paraffin lamp'

- Georges Vantongerloo

synthesis, Vantongerloo can allude to the endless metamorphosis which he understood as underlying creation itself: 'All creation undergoes a perpetual transformation. Therefore, there are no dimensions. But the riddle of creation presents us with a spectacle of beauty which moves us and expresses itself in art 'from' nature' (G. Vantongerloo, 'An Intimate Biography', 1961, quoted in *Georges Vantongerloo. A traveling Retrospective Exhibition*, Brussels, 1980, p. 54).

Later, Vantongerloo would become particularly fascinated by the atmospheric effects of the aurora borealis after a visit to Sweden in 1960. A natural spectacle in which electrons are refracted in the earth's magnetic field and which, for the artist, constituted a visible though fleeting sign of the invisible atomic energies which make up our universe. In this respect, Vantongerloo demonstrated a uniquely modern approach to art which responded to the unfolding discoveries of the cosmos and theoretical physics, as well as reflecting the startling scientific developments that he had experienced during his lifetime. 'Born in the era of the paraffin lamp', Vantongerloo had seen the arrival of the first electric tram and motor car as well as the advent of the gramophone and cinema, though perhaps the most thrilling of all was the launch of Sputnik in 1957, the very first time a satellite was launched into outer space and a radio signal beamed back to humankind.

For Vantongerloo, these developments demanded a new approach to art and its possibilities: 'Everything we have learned needs to be re-examined and the next generation can do something about it. The time of the paraffin lamp is past...We live now in the age of the atom, electromagnetism, radiation etc. Painting and sculpture as they used to be conceived, belong to the age of the paraffin lamp' (G. Vantongerloo, *ibid.*, p. 52).

1946, the year in which the present work was executed, also coincided with the moment when Vantongerloo began to take up sculpture again after an eight year hiatus, executing models in wire and coloured plexiglass to convey his conceptualisation of universal, limitless space. In the course of his experiments he discovered the effect of prisms whereby, through the effect of refracted light, he could achieve pure, disembodied colour. In many respects, *Spirale avec certaines taches* works in conversation with these dynamic objects. The colours of the points and spiral recall the colours of the spectrum, while the sinuous line, free-floating in an expanse of white, echoes the delicate wire structures of the mobiles and sculptures themselves.

Ultimately Vantongerloo's compositions from the later period would remain conceptually elusive though tantalisingly suggestive. Crucially however, they reveal the continuity and refinement of the artist's key concerns from the time of his participation with *De Stijl*, in expressing universal laws and unity through abstract means. In a letter to the American sculptor Lilian Florsheim in 1960, Vantongerloo wrote, 'The things that I made in 1917 contain the same ideas as those I am making today, which are better expressed' (G. Vantongerloo, quoted in G. Brett, 'A longing for infinity', *Georges Vantongerloo: A Longing for Infinity*, *op. cit.*, p. 18).

From the very beginning of his practice Vantongerloo was committed to a deeply authentic vision within his art. Indeed, even at the height of his involvement with *De Stijl*, he seems to have been guided by his own distinct principles and interpretation of sources. Subsequent criticism has acknowledged that even while apparently conforming to the strict rectilinear formats of the horizontal – vertical paintings, that Vantongerloo 'based his forms on ovoid, circular or parabolic principles, finding points along curved lines within which to locate straight lines and intersections' (J. Livingston, 'Introduction to Georges Vantongerloo' in *Georges Vantongerloo. A traveling Retrospective Exhibition*, Brussels, 1980, p. 12).

Georges Vantongerloo (1886 - 1965), *Villa*, wood, 1926. Centre Pompidou, Paris.

Le Corbusier and Pierre Jeanneret, Maison Guiette, 1926, Antwerp.

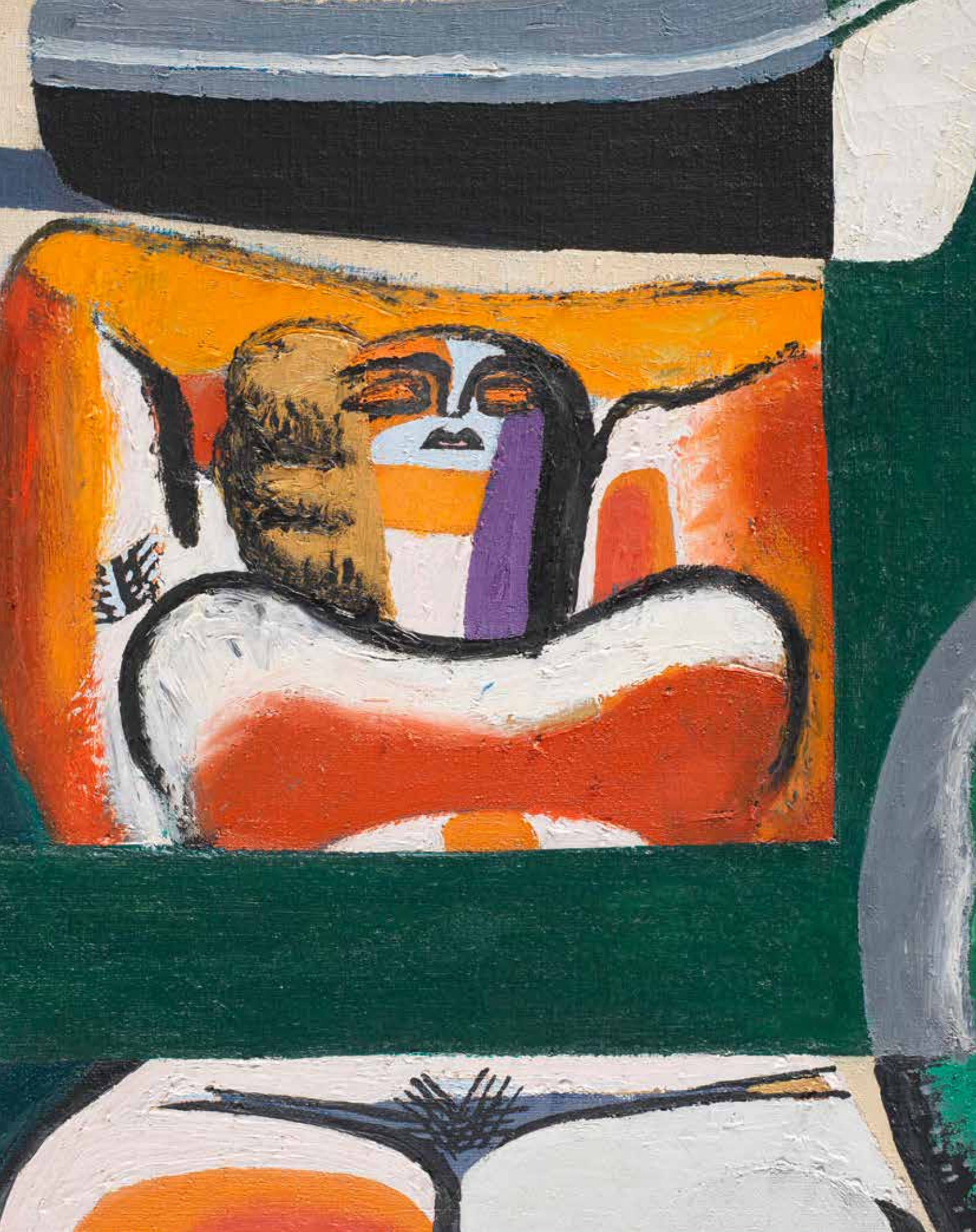
Although continuously engaged in his artistic quest for universal values throughout his lifetime, Vantongerloo's artistic output is extremely rare. As Max Bill explains, 'Vantongerloo's point of departure was not the wish to produce works of art but to present his ideas through colour and space' (M. Bill, (ed.), *op. cit.*, p. 5). His dedication to writing as well as to scientific and mathematical study alongside his visual practice are testament to the seriousness of his work which, for Vantongerloo, stood outside of the transitory 'isms' defining modern art: 'My work represents a conception of creation and has nothing in common with so-called modern art' (G. Vantongerloo, quoted in G. Brett, (ed.), *op. cit.*, p. 20). This did not prevent Vantongerloo from being an important influence on a generation of younger artists including Elsworth Kelly, who made a number of transformative visits to Vantongerloo's studio in 1950s, and the British Constructivists.

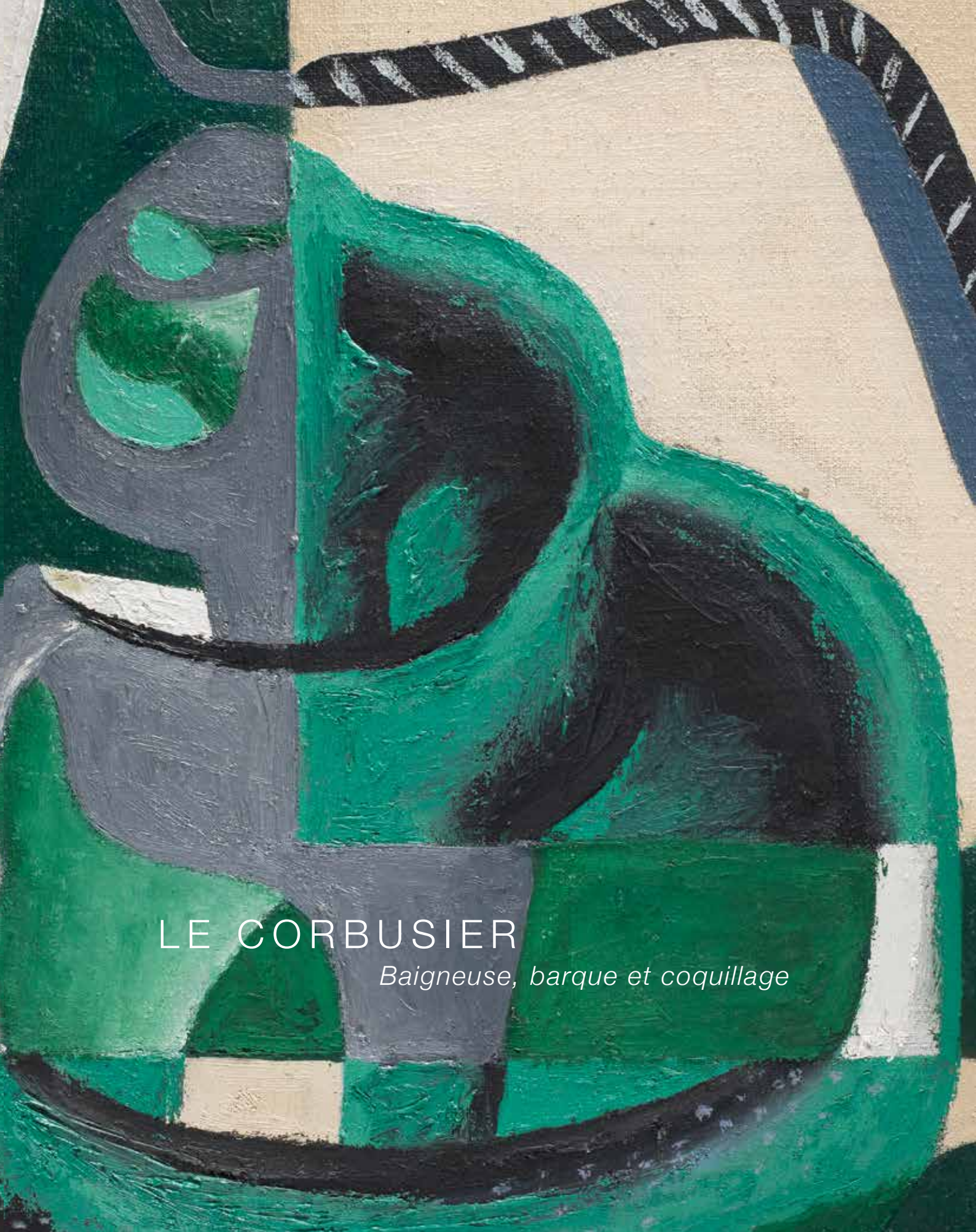
Aside from his experiments in painting and sculpture, and in contrast to many of his contemporaries, Vantongerloo was also an innovative designer and architect. While in Menton he designed a modernist villa and desk which he used in his studio, later devising projects for urban developments and an airport for which he received a medal from the 'Architectes Diplomés par le Gouvernement Français'. It is perhaps fitting then that the previous owner of *Spirale avec certaines taches* was the celebrated Belgian architect Georges Baines with whom Vantongerloo shared a long and productive friendship.

Baines, like Vantongerloo, was born in Antwerp, some 39 years after his artist friend. He studied architecture from 1943 - 1950 at the National Higher Institute for Architecture and Urban Planning in his native city, but was frustrated by the lack of modernist instruction that he received there. Following his formal training, he made research trips to Switzerland and Scandinavia in search of the *avant-garde* influences that would come to define his architectural practice. It was during these travels that he met the Swiss architect Alfred Roth who introduced him to a key group of abstract artists including Max Bill, Friedrich Vordemberge-Gildewart and Georges Vantongerloo, and it was through their pioneering developments in painting and sculpture that Baines developed his own architectural style in the modernist vein.

Baines established strong relationships with Bill, Vordemberge-Gildewart and Vantongerloo, evinced by numerous meetings and letters discussing the artists' work and their theoretical concerns. He was also actively engaged in the promotion of Vantongerloo's heritage after his death, contributing to posthumous exhibitions of his work as well as writing academic essays and articles. Meanwhile, Baines achieved much acclaim in his own country, winning the prestigious Den Ven prize for a private house in 1968 and later restoring Le Corbusier's first commission outside of France and only surviving building in Belgium, Maison Guiette, in the late 1980s - a building which was added to the UNESCO World Heritage list in 2016. In 1994 Baines received the Grand Prize for Belgian Architecture and just a few years later was knighted for his services to architecture.

The enduring impact of Vantongerloo's ideas and work today, as well as its significance within the developments of abstract art, mean that a large proportion of Vantongerloo's limited output resides in major museum collections across Europe and America. *Spirale avec certaines taches*, which has remained in private hands since its execution, is a key example from Vantongerloo's *oeuvre* and has been included in a number of notable surveys and retrospectives at institutions including the Reina Sofia and the Musées Royaux des Beaux-Arts de Belgique. For Vantongerloo, it was in the later works, of which *Spirale avec certaines taches* forms a part, that his ideas were best expressed, and it is in these works that we can observe which a truly original aesthetic. Today, his work continues to resound with audiences, speaking to the contemporary moment defined by science and technology and offering a profound understanding of human experience.





# LE CORBUSIER

*Baigneuse, barque et coquillage*

Le Corbusier in his workshop in Paris, *circa* 1953

16 *
**LE CORBUSIER (CHARLES-EDOUARD JEANNERET-GRIS) (1887-1965)**
*Baigneuse, barque et coquillage*
signed and dated 'Le Corbusier 34 - 38 - 47' (lower right);
dated 'XII 1938' (verso)
oil on canvas
*100.5 x 80.7cm (39 9/16 x 31 3/4in).*
Painted between 1934 - 1947

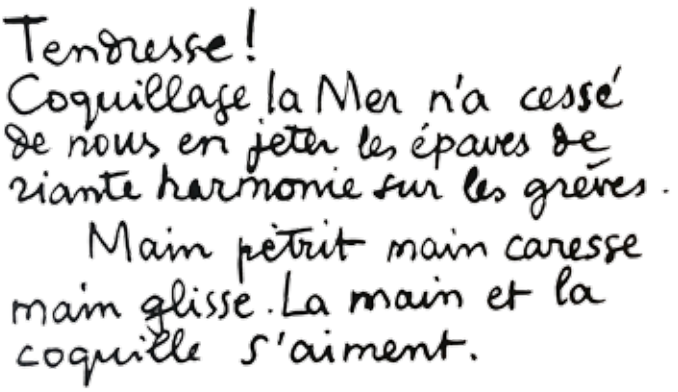
**£1,400,000 - 1,800,000**
**€1,600,000 - 2,100,000**
**US$2,000,000 - 2,600,000**

The work is registered in the Fondation Le Corbusier Paris with the number FLC130.

**Provenance**
Private collection, Europe (acquired directly from the artist's estate).

**Exhibited**
Marseille, Musée des Beaux-Arts de Marseille, *Le Corbusier et la Méditerranée*, 27 June - 27 September 1987, no. 324.
Zurich, Caratsch de Pury & Luxembourg, *Le Corbusier*, 23 September - 23 November 2004, no. 16.
Geneva, Musée Rath, *Le Corbusier ou la Synthèse des arts*, 9 March - 6 August 2006, no. 102.

**Literature**
J. Petit, *Le Corbusier lui-même*, Geneva, 1970 (illustrated p. 224).
N. & J. -P. Jornod, *Le Corbusier (Charles Edouard Jeanneret), catalogue raisonné de l'oeuvre peint*, Vol. II, Milan, 2005, no. 346 (illustrated p. 812).





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Le Corbusier
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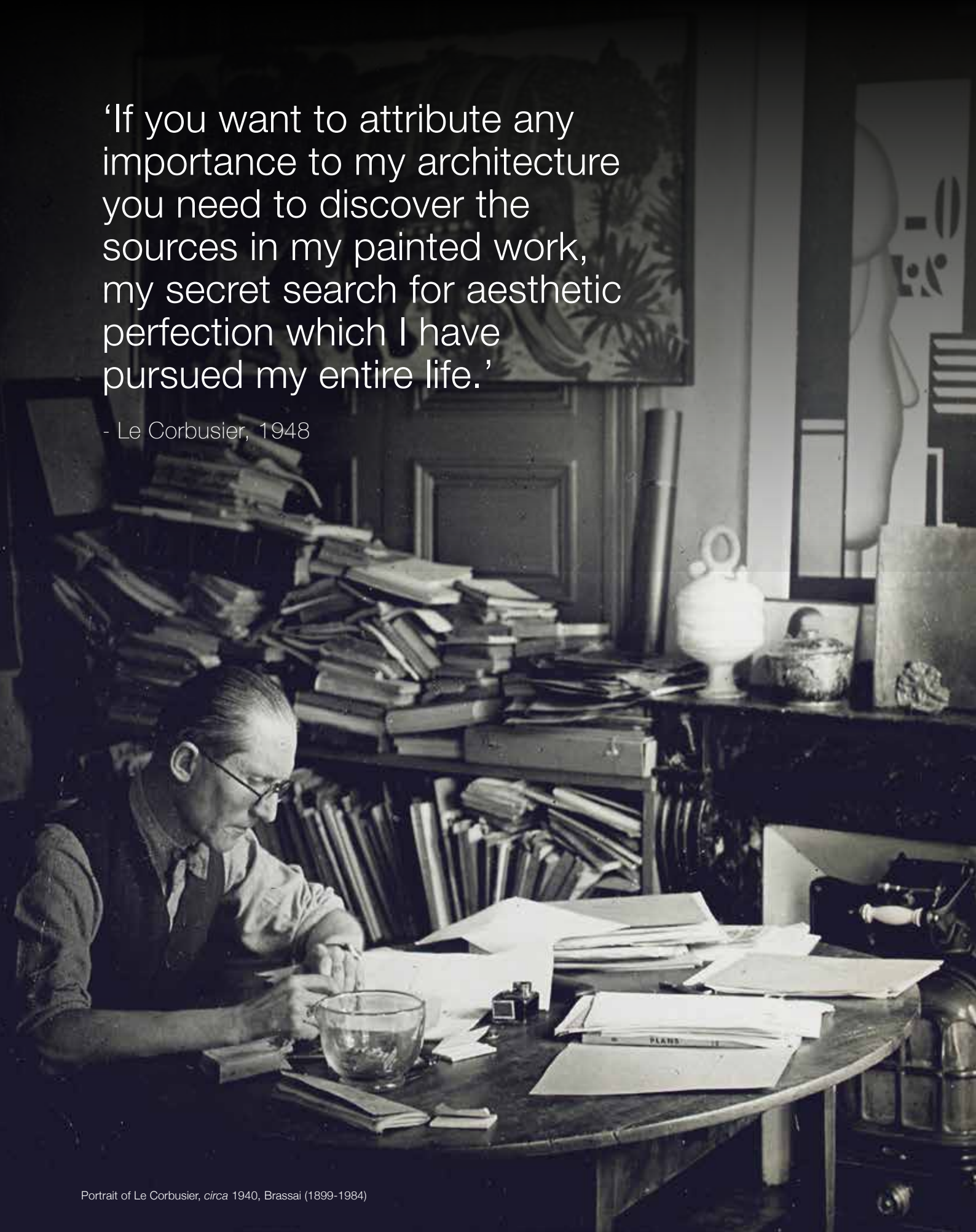



‘If you want to attribute any importance to my architecture you need to discover the sources in my painted work, my secret search for aesthetic perfection which I have pursued my entire life.’

- Le Corbusier, 1948

Portrait of Le Corbusier, *circa* 1940, Brassai (1899-1984)

# LE CORBUSIER

## *Baigneuse, barque et coquillage*

Le Corbusier, born Charles-Edouard Jeanneret-Gris, was without doubt one of the towering figures of the 20th century. Through his art, architecture and writings he changed the way that we saw, and affected the way that we lived. Like Leonardo da Vinci before him, his creativity knew no bounds and encompassed many disciplines which he approached with a striking clarity of vision. While best known for his ground-breaking architectural projects, Le Corbusier was the definition of an interdisciplinary artist and his importance as a painter and graphic artist cannot be overestimated.

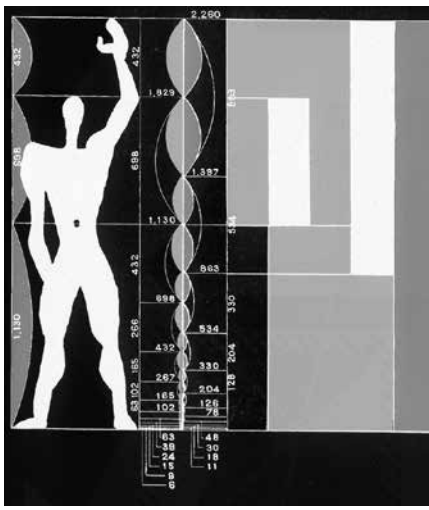
Born in 1887 in La Chaux-de-Fonds in French-speaking Switzerland, Le Corbusier was raised in a town of watch-makers. His parents were artisans, and the young Le Corbusier soon followed suit by enrolling in the local art school. He was encouraged by his teacher, the painter and architect Charles l'Eplattenier, to pursue architecture although he remained an active and fascinated painter and draughtsman. Completing his first commission at just 18 years of age – the Villa Fallet in Chaux-de-Fonds – it was clear that the young artist was destined for great things. Le Corbusier continued to pursue architecture, and completed a number of commissions in his native Switzerland before travelling to Italy and Austria, where he encountered Palladianism and met Gustav Klimt among other things. Never feeling that he need choose between painting and architecture, Le Corbusier approached the development of his ideas in a multifaceted way.

At this crucial moment during the first decade of the 20th century Le Corbusier was, of course, drawn to Paris. He moved there in 1908 for a couple of years, working in an architectural studio as a draughtsman. It was during this time that a ground-breaking form of painting was emerging: following the reappraisal of Cézanne's work by the new generation, Picasso and Braque would create seminal works such as *Les Demoiselles d'Avignon* (1907) and *Maisons à l'Estaque* (1908). By 1911 a group of artists including Albert Gleizes, Jean Metzinger and Fernand Léger were exhibiting in the *Salle 41* at the *Salon des Indépendents* as a formalised movement exploring the representation of three-dimensional form: Cubism was born. By the time Le Corbusier returned to Switzerland the dawn of Modernism had broken.

Le Corbusier's journey to Rome, Pompeii, Greece and Turkey in 1911 punctuated a period where the artist returned to practising architecture back in Switzerland. He was inspired by his discovery of ancient art and architecture, and his experience of the Orient marked him deeply. He was fascinated by the Parthenon frieze, the domes of the Hagia Sofia and the compartment-like homes, decorated in mosaics, the remains of which he saw in Pompeii and Herculaneum. He returned to Paris in 1917 an established architect, full of ideas of his own Arcadia. It was at this point in his life that he met the painter Amédée Ozenfant with whom he began to paint and discuss ideas on theory. Although clearly influenced by the Cubists, the two artists together rejected what they observed as the decadence, romanticism and decorative folly of what Cubism had become. Turning away from the developments that had led to Synthetic Cubism, they expounded a new movement called Purism where all superfluity was extinguished in favour of pure communicated conception. Ozenfant and Le Corbusier extolled this new variation of Cubism in their manifesto, *Après le cubsime* in 1918.

The tenets of Purism were further pursued by the two artists when they founded the *avant-garde* review *l'Esprit Nouveau* in 1920 with the poet Paul Dermée. It was also during this time that Le Corbusier took the pseudonym under which he would go on to be best known, a variation on his paternal grandmother's name. Painting, above all else, consumed Le Corbusier in the years between 1918 and 1922. While closely associated with Ozenfant, Le Corbusier also developed close relationships with a few other artists such as Fernand Léger whom he met at the Café de la Rotonde in 1920. Léger would often contribute articles to *l'Esprit Nouveau*, and would go on to include one of his works in the interior of Corbusier's ground-breaking *Pavillion de l'Esprit Nouveau* at the Paris Exhibition of 1925. The pavilion was so modern, featuring a tree growing through the glass and concrete open spaces,

Leonardo da Vinci's Vitruvian Man




Le Corbusier's Modulor Man

Le Corbusier, *Nature Morte*, 1925, Private collection

Amedée Ozenfant, *Still Life with Dishes*, 1920,
State Hermitage Museum, St. Petersburg

# ‘The secret of my quest must be sought in my painting’

## - Le Corbusier

that the organisers built a fence around to hide it from the public gaze. These rejections and rebuttals did not slow Le Corbusier’s progress – during these years he painted every morning, devoting himself to the development of his Purist conceptions. He grew ever closer to Léger, and the two artists undoubtedly influenced each other greatly during this time.

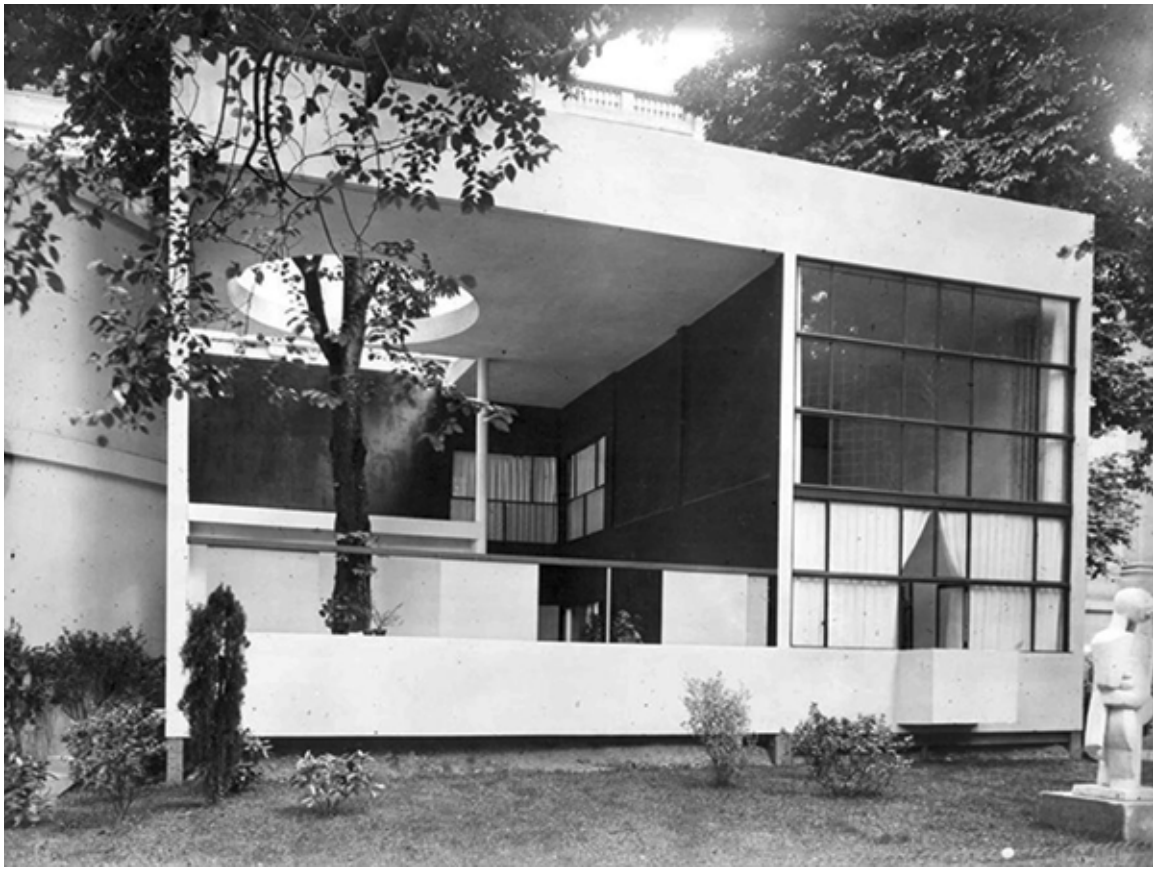
Ozenfant and Le Corbusier went their separate ways in 1925, and for the next few years Le Corbusier was consumed by a number of important architectural commissions. He also wrote a great deal during this period, including his seminal works *Vers une architecture* and *l’Art décoratif d’aujourd’hui*, in which he declared: ‘Decor is not necessary. Art is necessary’ (Le Corbusier, *l’Art décoratif d’aujourd’hui*, Paris, 1925, p. 70). This statement was typical of the uncompromising mindset with which the artist approached each facet of his creativity. His utopia for modernising Paris, where he imagined bulldozing vast swathes of the city just north of Notre-Dame-de-Paris (known as the *Plan Voisin*), was understandably not taken up by city planners, but his audacious designs were nonetheless pushing the very boundaries of modernity, and seemed to be visions of another world.

Between 1928 and 1934 Le Corbusier was commissioned to create a number of architectural projects in Moscow, Paris and Geneva such as the *Immeuble Clarté* and the *Ville Contemporain*. At the end of this period of great discovery in his architectural practice he returned to painting, this time with a new perspective and a developed style. The Second World War would prove to be a hiatus in his career as an architect, and he would not build anything until 1947. It was at this point that he began work on the present lot, *Baigneuse, barque et coquillage*. Painted in stages between 1934, 1938 and 1947, this work traverses the artist’s war years and reveals the new sense of vitality that he experienced during this tumultuous period.

It was during the 1930s that Le Corbusier’s work really shifted away from the strict tenets of Purism towards more organic and sensual concerns. Gone were the inanimate, mass-produced bottles and carafes of the twenties: these were now replaced with objects and motifs found in nature. Le Corbusier referred to these elements as *objets à la réaction poétique*, or objects that provoked a kind of poetic reverie in the viewer. These included shells, beehives, bones and trees: ‘These fragments of elements of nature, stones, fossils, pieces of wood, things which I picked up beside rivers, lakes, or the sea which express the physical laws of attrition, erosion, splintering, etc. have not only plastic qualities, but also very exceptional poetic wealth’ (Le Corbusier, quoted in H. Weber, *Le Corbusier: The Artist. Works from the Heidi Weber Collection*, Zurich, 1988).

Cover of L'Esprit Nouveau magazine, 1920-25, Private collection

Le Corbusier's *Objets à la reaction poétique*

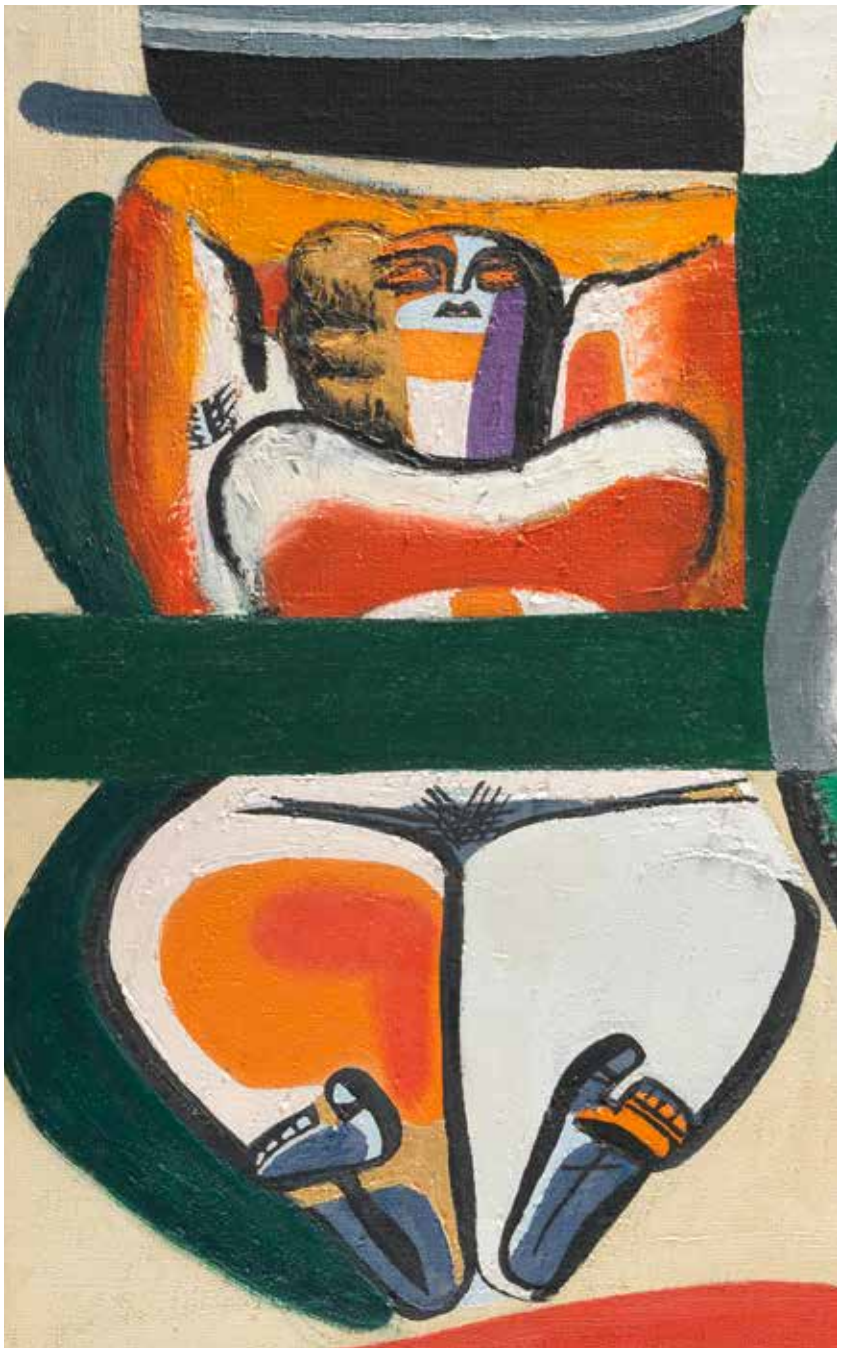


*Pavillion de l'Esprit Moderne*

Without question the most prominent of these images of nature would become Le Corbusier's artistic obsession throughout this decade: the female nude. Figures had been completely absent from his Purist period compositions, but by the late twenties and increasingly following his marriage in 1930 the artist embarked upon an intense examination of the body, with the female nude featuring in almost all of his works from this point on. Explaining this new preoccupation, the artist stated: 'Already since 1927, Le Corbusier started to focus on the drawing of the figure. From 1927 to 1937, he realised an enormous number of drawings... The human figure is now in all of the works in combination with objects and precise locations' (Le Corbusier, quoted in N. Jornod & J.P. Jornod, *Le Corbusier, catalogue raisonné de l'oeuvre peint*, Vol. 1, Milan, 2005, p. 426). His travels in Greece and Italy appear to return to him, and a sense of timelessness pervades compositions such as *Baigneuse, barque et coquillage*: we are experiencing a kind of Arcadia, where the totemic nude lies peacefully suspended between sky and sand. She is flanked by a giant conch shell, a motif already explored by Le Corbusier on a number of occasions.

The conch was an example of the appearance of the Fibonacci sequence, or golden ratio, in nature: this had long become the cornerstone for Le Corbusier's ideas on space and aesthetics. He famously designed the 'Modulor', his anthropomorphic scale of proportions, based on this principle of scale found in nature and extolled by his predecessor da Vinci in his design for the Vitruvian man. The shell in this work is equal in scale to the monumental nude, and they both dwarf the simple outline of the boat above. This is a vision of serenity, and voluptuous sensuality. The elongated female figure with her hands rested underneath her head was first explored by the artist in a series of drawings from 1932 (such as *Femme et tronc d'arbre*, private collection), while this particular composition was trialled by the artist on a few occasions, initially with a tree in the place of the female figure.

Picasso's bathers of the early thirties must have been a reference for Le Corbusier – works such as *Baigneuse au ballon de plage* (1932, MoMA, New York) show the same monumental female form, her voluptuousness enveloping the canvas, just as in the present work. Both artists were exploring ways of representing the life and vitality during the early years of this decade, and were combining elements of their earlier Cubist-period methods with a new interest in colour and voluminosity. Although sometimes viewed as two opposing high-points of 20th century creativity, the two painters had more in common than one might expect, and their work during this period attests to that. Indeed, Le Corbusier even owned one of the Spanish master's Cubist compositions, *Still Life with a Bottle of Rum* (1911, the Metropolitan Museum of Art, New York), which he bought from



Detail of the present lot

Pablo Picasso, *Bather with a Beach Ball*, 1932, Museum of Modern Art, New York

Henri Matisse, *Daisies*, 1939, The Art Institute of Chicago
© Succession H. Matisse/DACS 2018

Ozenfant in 1921 and enjoyed as part of his private collection until his death.

Le Corbusier's lifelong interest in transparency, and the juxtaposition of the man-made and the organic, is perfectly encapsulated in this composition. The bold cruciform structure that at once cuts through and is super-imposed by the nude and the shell recalls the clinical lines of his Purist compositions. One cannot help but be reminded of the tree growing gloriously through the concrete, glass and steel structure of the *Pavillion de l'Esprit Nouveau* when looking upon the blossoming nude spilling out beyond the confines of those strict defining bands of colour. The influence of his great friend Léger is also evident in *Baigneuse, barque et coquillage*: their shared interest in polychromy links works like this to Léger's work from the same period, such as *Composition à la danseuse* from 1934, where we see the same confident use of blocks of unbridled colour across a mix of organic and geometric forms. Both artists were exploring the power of colour, a real departure from their early work, and sought to explore the division of space within their canvases using dissecting bands, at once transparent and opaque.

During the summers of 1938 and 1939 Le Corbusier was staying at Eileen Gray's staggering villa in Roquebrune-Cap-Martin, E-1027. Could the idyllic setting of this modernist masterpiece have reinforced in Le Corbusier a sense of idyllic peace and beauty, while creating this magnificent work? War must have seemed quite a distant concern on this rocky outcrop just west of Monte Carlo. In fact, when Le Corbusier came to decorate the interior of E-1027 after Gray's departure, we see

Le Corbusier painting, 1936-8

Le Corbusier's mural in E-1027

## 'Colour is an immediate and spontaneous expression of life'

- Le Corbusier

the same monumental nudes, depicted in glorious colour against the white minimalism of the villa's interior. Despite being very badly injured in a boating accident during his stay, Le Corbusier fell in love with this corner of the Côte d'Azur, later constructing a small wooden hut along the coastal path from E-1027 that he called *Le Cabanon*. The present composition seems filled with the abandon of summer, with light, colour and sensuality. An unexpected influence can also be found in the works of Matisse perhaps. Le Corbusier had acknowledged the great Fauve master's work early on in his career, and being in this part of the world he must have felt the presence of the greatest painter to capture the light and colour of the South. Matisse's *odalisques* can be seen in Le Corbusier's monumental bather, and a dialogue perhaps exists between the two artists when one examines works by Matisse from this period, such as *Daisies* (1939, Arts Institute of Chicago): the bold geometric divisions, compartments containing sinuous organic elements, such as flowers, or the female nude do not fail to recall the compositional structures explored by the Swiss painter at this time.

By 1947, when he completed the present work and the war was over, Le Corbusier set about his plans to rebuild France. He would go on to create some of the most influential, societally important architecture to have ever been conceived. Juxtaposing forms both natural and mechanical, around a founding principle of man's place in the universe, made Le Corbusier at once the most modern of visionaries and timeless in his classicism. Around 20 years after completing *Baigneuse, barque et coquillage*, Le Corbusier would drown in the waters off Roquebrune, but his legacy as one of the greatest artists of the 20th century was already long sealed.

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

17 AR
**JOAN MIRÓ (1893-1983)**
*Composition*
signed twice and dated 'Miró. 14/XI/68.' (lower right) and inscribed 'a l'amie [sic] Josef Lluís de Sicart, cordialement' (lower centre)
gouache and brush and India ink on paper
*24.1 x 45cm (9 1/2 x 17 11/16in).*
Executed on 14 November 1968

**£70,000 - 90,000**
**€80,000 - 100,000**
**US$99,000 - 130,000**

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

**Provenance**
Josef Lluís de Sicart Collection (a gift from the artist in 1968).
Xavier Vila Collection, Barcelona.
Private collection, Europe (acquired from the above in 1984);
their sale, Christie's, London, 21 June 2012, lot 145.
Dr. Walid Juffali Collection, London (acquired at the above sale).

**Literature**
J. Dupin, *Miró, Barcelona 1968 - 1969*, exh. cat., Barcelona, 1969 (illustrated on the frontispiece and back cover).


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

MIRO.

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

18 AR
**JOAN MIRÓ (1893-1983)**
*Untitled*
signed and indistinctly dated '1.../XII/74. Miró' (upper right)
and with traces of an erased inscription (lower left)
gouache, brush and India ink on paper
*16.5 x 69.7cm (6 1/2 x 27 7/16in).*
Executed on 13 December 1974

**£50,000 - 70,000**
**€57,000 - 80,000**
**US$71,000 - 99,000**

**Provenance**
Galerie Maeght-Lelong, Paris.
Lluís Boiria Collection, Barcelona (acquired in 1993).
Anon. sale, Christie's, London, 21 June 2012, lot 152.
Dr. Walid Juffali Collection, London (acquired at the above sale).

**Literature**
J. Dupin & A. Lelong-Mainaud, *Joan Miró, catalogue raisonné. Drawings*, Vol. IV, *1973 - 1976*, Paris, 2013, no. 2634 (illustrated p. 121).



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

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

19 AR
**PABLO PICASSO (1881-1973)**
*Homme à l'agneau et musicien*
signed, numbered and dated '9.1.67. Ill Picasso' (upper left)
coloured wax crayon on paper
*49.5 x 60.7cm (19 1/2 x 23 7/8in).*
Executed on 9 January 1967

**£120,000 - 180,000**
**€140,000 - 210,000**
**US$170,000 - 260,000**

**Provenance**
Lionel Prejger Collection, Paris.
Private collection (acquired from the above); their sale, Christie's, London, 26 June 2003, lot 430.
Haaken Christensen Collection, Oslo (acquired at the above sale); his estate sale, Sotheby's, London, 26 June 2008, lot 139.
Acquired at the above sale by the previous owner; their sale, Christie's, London, 21 June 2012, lot 113.
Dr. Walid Juffali Collection, London (acquired at the above sale).

**Exhibited**
Oslo, Galleri Haaken, *Picasso, Maleri - Skulptur - Tegning*, 1 September - 31 October 2004.

**Literature**
R. Char & C. Feld, *Picasso, His Recent Drawings 1966 - 1968*, London, 1969, no. 74 (illustrated).
C. Zervos, *Pablo Picasso*, Vol. 27, *Oeuvres de 1967 - 1968*, Paris, 1973, no. 421 (illustrated p. 176).The Picasso Project (eds.), *Picasso's Paintings, Watercolors, Drawings and Sculpture, The Sixties II, 1964 - 1967*, San Francisco, 2002, no. 67-020 (illustrated p. 272).


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

9.1.67. III

# PABLO PICASSO

*Oiseaux et poissons &*
*Gros oiseau Picasso*

Opposite: Pablo Picasso, Poterie Madoura, Vallauris, *circa* 1947

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

20 * AR
**PABLO PICASSO (1881-1973)**
*Oiseaux et poissons*
stamped and marked 'Empreinte Originale de Picasso, Madoura Plein Feu, E.E' (inside the neck)
ceramic vase
*48.5cm high.*
Conceived in 1955 and executed in a numbered edition of 25, this is an *exemplaire editeur*.

**£30,000 - 50,000**
**€34,000 - 57,000**
**US$43,000 - 71,000**

**Literature**
A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works 1947 - 1971*, Madoura, 1988, no. 291 (another version illustrated p. 151).

**NO RESERVE**



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

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

21 * AR
**PABLO PICASSO (1881-1973)**
*Gros oiseau Picasso*
inscribed 'PICASSO' (recto), inscribed and dated 'VALLAURIS 23.3.53.' (verso) and stamped and numbered 'Edition Picasso Madoura, Plein Feu, 41/75' (inside the neck)
partially glazed and engraved ceramic vase
*58.5cm high.*
Conceived on 23 March 1953 and executed in a numbered edition of 75.

**£40,000 - 60,000**
**€46,000 - 69,000**
**US$57,000 - 85,000**

**Literature**
A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works 1947 - 1971*, Madoura, 1988, no. 185 (another version illustrated p. 100).

**NO RESERVE**



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

PICASSO

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

22 AR
**JOAN MIRÓ (1893-1983)**
*Painting - Design for the cover of 'Album 19'*
signed 'Miró' (lower left) and dated '2/8/63' (lower right)
oil, wash and pastel, pencil and branding iron burn marks
on burned and lacerated cardboard
*69 x 54cm (27 1/8 x 21 1/4in).*
Painted on 2 August 1963

**£100,000 - 150,000**
**€110,000 - 170,000**
**US$140,000 - 210,000**

**Provenance**
Galerie Maeght, Paris.
Grupo Serra Collection, Spain.
Anon. sale, Christie's, London, 21 June 2012, lot 147.
Dr. Walid Juffali Collection, London (acquired at the above sale).

**Exhibited**
Paris, Galerie Maeght, *Cartons*, 1965, no. 32.
Palma de Mallorca, Llonja, Centre Cultural de la Misericòrdia,
*100 anys, 100 pintors, 1893-1993*, May - June 1993.

**Literature**
J. Dupin & A. Lelong-Mainaud, *Joan Miró, catalogue raisonné. Paintings*,
Vol. IV, *1959 - 1968*, Paris, 2002, no. 1145 (illustrated p. 115).


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

Miró

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

23 AR
**JOAN MIRÓ (1893-1983)**
*Dessin préparatoire*
brush and India ink and wax crayon on paper
*75.3 x 52cm (29 5/8 x 20 1/2in).*
Executed in 1979

**£45,000 - 55,000**
**€52,000 - 63,000**
**US$64,000 - 78,000**

The authenticity of this work has kindly been confirmed by Monsieur Jacques Dupin.

**Provenance**
Anon. sale, Christie's, London, 21 June 2012, lot 153.
Dr. Walid Juffali Collection, London (acquired at the above sale).

**NO RESERVE**



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

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

24 AR
**MARC CHAGALL (1887-1985)**
*Moïse devant le buisson ardent*
signed and dated 'Marc Chagall 1954.' (lower left)
watercolour, wash and brush and India ink on paper
*77 x 58.4cm (30 5/16 x 23in).*
Executed in 1954

**£80,000 - 120,000**
**€92,000 - 140,000**
**US$110,000 - 170,000**

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

**Provenance**
Galerie Maeght, Paris.
Edgardo Acosta Gallery, Beverly Hills, by 1962.
Private collection, Los Angeles.
Acquired from the above by the previous owner; their sale,
Christie's, London, 21 June 2012, lot 134.
Dr. Walid Juffali Collection, London (acquired at the above sale).

**Exhibited**
San Diego, La Jolla Art Museum, *Marc Chagall, 75th Anniversary Exhibition*,
October - November 1962, no. 38.
Beverly Hills, Edgardo Acosta Gallery, *Christmas Exhibition, Modern Paintings*,
November - December 1962, no. 5.


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

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

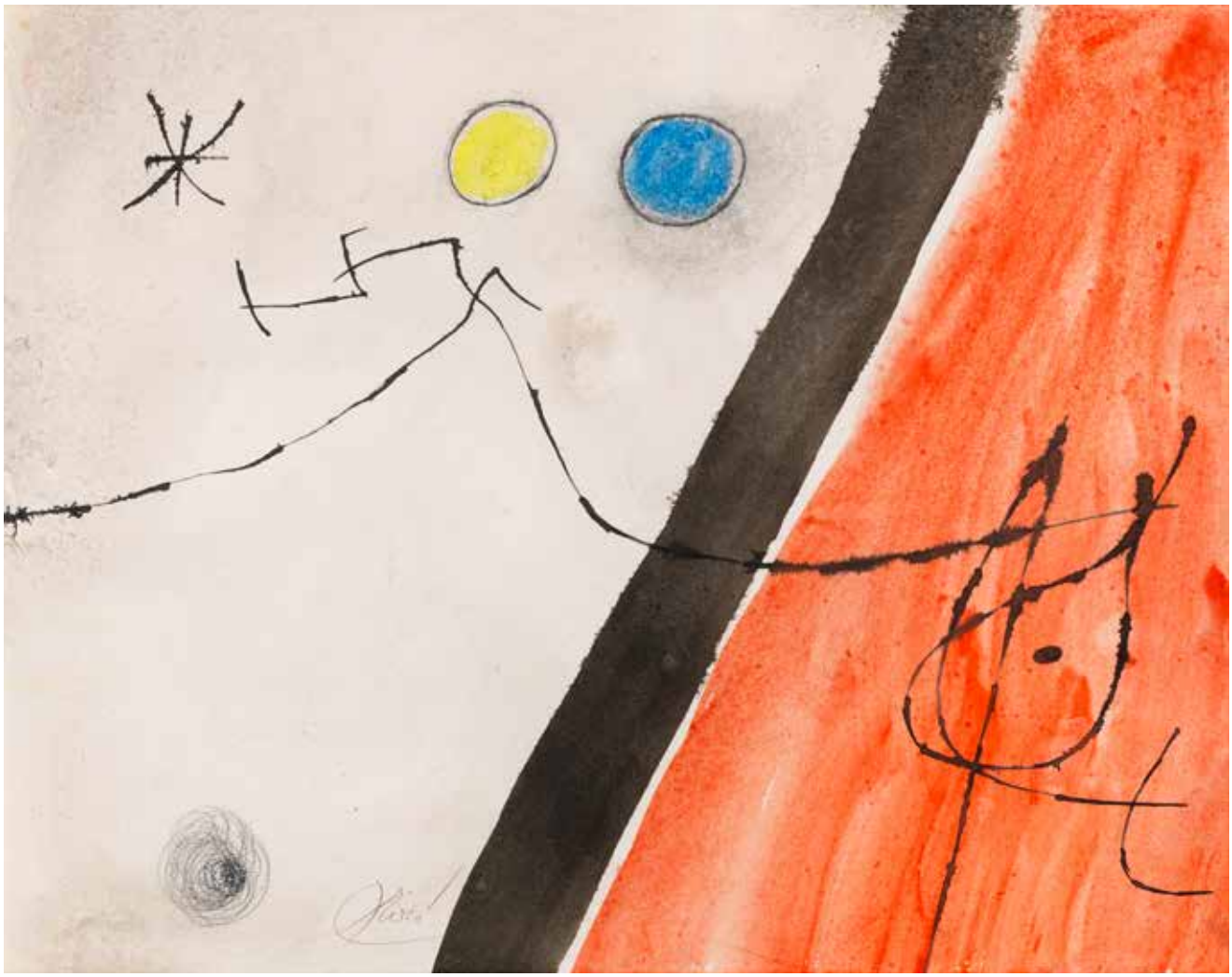
25 AR
**JOAN MIRÓ (1893-1983)**
*Oiseau, étoile, constellations I*
signed 'Miró' (lower centre)
gouache, brush, pen and India ink and charcoal on paper
*44.5 x 57cm (17 1/2 x 22 7/16in).*
Executed between 3 March - 29 July 1977

**£70,000 - 90,000**
**€80,000 - 100,000**
**US$99,000 - 130,000**

**Provenance**
Anon. sale, Christie's, London, 21 June 2012, lot 151.
Dr. Walid Juffali Collection, London (acquired at the above sale).

**Literature**
J. Dupin & A. Lelong-Mainaud, *Joan Miró, catalogue raisonné. Drawings*, Vol. V, *1977*, Paris, 2015, no. 3566 (illustrated p. 136).


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



**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

26 AR
**JOAN MIRÓ (1893-1983)**
*Untitled VI*
signed 'Miró' (lower right)
gouache, wax crayon and brush and India ink on paper
*44.6 x 57.4cm (17 9/16 x 22 5/8in).*
Executed on 22 January 1973

**£80,000 - 120,000**
**€92,000 - 140,000**
**US$110,000 - 170,000**

**Provenance**
Galerie Maeght, Paris.
Parouir Beglarian Collection, Paris.
Helly Nahmad Gallery, London.
Anon. sale, Christie's, London, 21 June 2012, lot 149.
Dr. Walid Juffali Collection, London (acquired at the above sale).

**Literature**
W. Schmalenbach, *Joan Miró, Zeichnungen aus den späten Jahren*, Frankfurt, 1982, no. 31 (illustrated p. 76).
J. Dupin & A. Lelong-Mainaud, *Joan Miró, catalogue raisonné. Drawings*, Vol. IV, *1973 - 1976*, Paris, 2013, no. 2493 (illustrated p. 44).


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

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

27 AR
**BERNARD BUFFET (1928-1999)**
*Tête de clown*
signed and dated 'Bernard Buffet 55' (upper right)
gouache, watercolour, brush, pen and India ink and pencil on paper
*50.2 x 32.4cm (19 3/4 x 12 3/4in).*
Executed in 1955

**£60,000 - 80,000**
**€69,000 - 92,000**
**US$85,000 - 110,000**

The authenticity of this work has kindly been confirmed by Galerie Maurice Garnier.

**Provenance**
Anon. sale, Christie's, London, 21 June 2012, lot 135.
Dr. Walid Juffali Collection, London (acquired at the above sale).


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

Bernard Buffet

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

28 AR
**LEONARD TSUGUHARU FOUJITA (1886-1968)**
*Les trois danseuses*
signed 'T. Foujita' and signed again in Japanese (lower left)
gouache, pastel, watercolour, gold leaf, pen and India ink and pencil on paper laid on board
*37 x 46cm (14 9/16 x 18 1/8in).*
Executed *circa* 1918

**£28,000 - 35,000**
**€32,000 - 40,000**
**US$40,000 - 50,000**

**Provenance**
Private collection (acquired in Paris in the 1920s); their sale, Christie's, London, 20 May 1998, lot 15.
Anon. sale, Tajan, Paris, 4 August 1998, lot 28.
Anon. sale, Christie's, Paris, 1 December 2006, lot 336.
Acquired at the above sale; their sale, Christie's, London, 5 February 2009, lot 113.
Private collection, Europe (acquired at the above sale); their sale, Christie's, London, 21 June 2012, lot 227.
Dr. Walid Juffali Collection, London (acquired at the above sale).

**Literature**
S. & D. Buisson, *Léonard-Tsuguharu Foujita*, Vol. I, Paris, 2001, no. 18.46 (illustrated p. 354; incorrect measurements given as 34 x 35cm).

**NO RESERVE**


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

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

29 AR
**LEONARD TSUGUHARU FOUJITA (1886-1968)**
*Les enfants*
signed and dated 'Foujita 1924' and signed again in Japanese (lower right)
oil and pen and ink on linen
*92 x 73cm (36 3/16 x 28 11/16in).*
Painted in 1924

**£70,000 - 90,000**
**€80,000 - 100,000**
**US$99,000 - 130,000**

The authenticity of this work has kindly been confirmed by Madame Sylvie Buisson. This work will be included in the forthcoming Vol. IV of the Léonard Tsuguharu Foujita *catalogue raisonné*, currently being prepared.

**Provenance**
Galerie Le Centaure, Brussels.
Hautekiet Collection, by 1978.
Private collection, Belgium; their sale, Christie's, London, 21 June 2012, lot 380.
Dr. Walid Juffali Collection, London (acquired at the above sale).


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

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

30 *
**HENRI LEBASQUE (1865-1937)**
*Saint-Tropez, le hamac sous les pins*
signed 'Lebasque' (lower left)
oil on canvas
*73 x 91.3cm (28 3/4 x 35 15/16in).*
Painted *circa* 1923

**£150,000 - 250,000**
**€170,000 - 290,000**
**US$210,000 - 350,000**

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

**Provenance**
Private collection, Stockholm (acquired in 1923).
Anon. sale, Moudon, Geneva, 1 April 1965, lot 97.
Private collection, Switzerland (acquired at the above sale).
Thence by descent to the previous owner; their sale, Koller, Zurich, 24 June 2011, lot 3222.
Dr. Walid Juffali Collection, London (acquired at the above sale).

**Exhibited**
Paris, Galerie Georges Petit, *Exposition d'art français de Stockholm*, February 1923.
Tokyo, Asahi-Shimbun company building, organised by La Compagnie Franco-Japonaise, *Autumn French Exhibition*, 16 - 25 November 1927.

**Literature**
D. Bazetoux, *Henri Lebasque, catalogue raisonné*, Vol. I, Paris, 2008, no. 1217 (illustrated p. 299).



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

# HENRI LEBASQUE

## *Saint-Tropez, le hamac sous les pins*

Henri Lebasque, *circa* 1900.

Proclaimed in later life as the 'Painter of Joy and Light' by critics and curators of the Louvre, *Saint-Tropez, le hamac sous les pins* issues from this mature period of Henri Lebasque's *oeuvre* and depicts two of the artist's most favoured subjects, his family and the sumptuous landscape of the South of France.

Painted *circa* 1923, just a year before the artist moved permanently from Paris to Le Cannet on the French Riviera to devote himself to the subtle atmospheric effects and luminosity characteristic of the region, the present work was realised during a summer visit to the stylish coastal resort of Saint-Tropez. The resting figure is most likely to be Lebasque's eldest daughter, Marthe, and looks back to two earlier paintings completed by the artist *circa* 1915. Both compositions illustrate the same reclining figure and surrounding flora, although one depicts a second woman seated cross-legged at the foot of the chaise longue – most probably the artist's younger daughter, Hélène, or 'Nono' as she was affectionately known.

As the art historian Lisa Banner has observed, it was typical of Lebasque to repeatedly paint the same subject in nearly identical scenes and poses, revealing an attempt by the artist to resolve certain compositional aspects or to perfect the effects of light and colour presented by the landscape and climate. In the present work, Lebasque refines the scene by dispensing with the sunhat which had lain in the foreground of the earlier works, as well as with the presence of the second figure. This process of simplification was consistent with his later style, in which he moved away from the more broken brushwork of his Impressionist period, towards an application of broader planes of colour delineated by sharper and more stylised contours.

This purification of composition and technique cohered with the influence of *Les Nabis* and the Japanese print-making they so admired. Lebasque maintained close contact with the founders of the Nabi group, Edouard Vuillard and Pierre Bonnard (who would later become a neighbour at Le Cannet), and also adopted their preference for private, familial scenes: 'Intimism, a term which best describes Lebasque's painting, refers to the close domestic subject matter, supremely realised by Bonnard and Vuillard, in such a manner as to convey the personal nature of his response to the thing painted, and the universal familiarity of home and family. There is a sense of calm infused in Lebasque's paintings which celebrates the fullness and richness of life' (L. Banner, *Lebasque, 1865 – 1937*, exh. cat., San Francisco, 1986, p. 12).

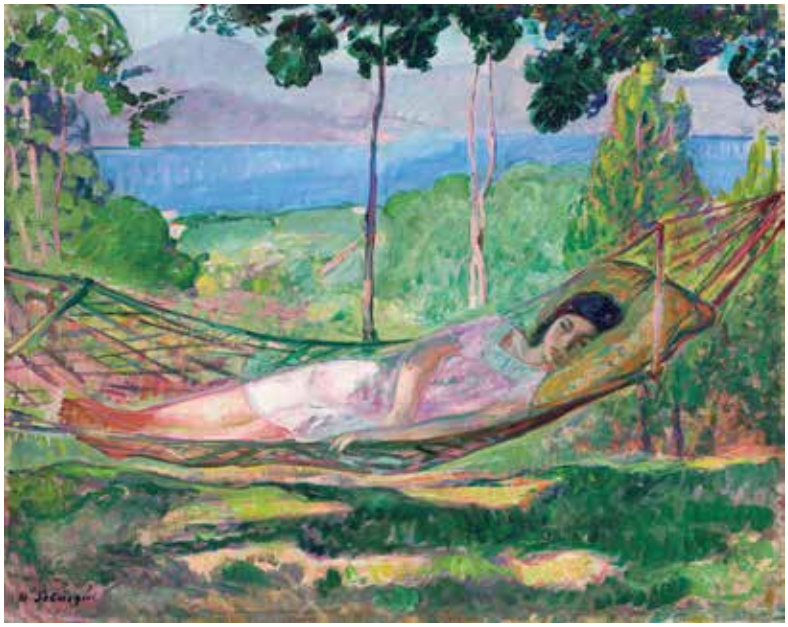
Lebasque achieves greater intimacy in his later works by focusing on the bodily expression of his sitters, rather than the depiction of facial distinction or individuality. Indeed, it is often difficult to differentiate between the paintings of his two daughters which are realised with equal tenderness, but often omit the distinguishing features of each girl. This device served to emphasise the universal nature of his compositions, which act as an archetype for familial love and contentedness. It was a tendency which became particularly prominent in his paintings executed after the First World War, during which Lebasque was a painter to the French Army. Following the loss and destruction he had witnessed and documented, the post-war compositions conform to a preference for universality and idealism as if he sought only joy and calm thereafter.

Lebasque's fascination with the light and landscape of the Midi was prompted by his friend, the artist Henri Manguin, who suggested a trip to Provence in 1906. Lebasque would continue to return to the region throughout his career until his relocation in 1924, and indeed his fondness for Provence is revealed in the many paintings executed *en plein air* which describe its sunny climes and coastal environs. Bathed in Mediterranean sunlight, *Saint-Tropez, le hamac sous les pins* radiates colour and luminosity. By contrasting the warmer hues of pinks, mauves, peaches and lemons, which describe the sun-drenched beach and flushed cheeks of Marthe, against the cooler, green and bluey tones of the vegetation, sky and sea beyond, Lebasque successfully conveys the sensations of the scene. Here, the artist portrays his daughter enjoying a siesta under the cool shade of the palms and succulents, and evokes the setting with such intensity that we can almost hear the lapping waves against the beach and the rustle of the overhanging leaves in the sea breeze.

Pierre Bonnard (1867 - 1947), *Evening ( or Siesta or In a Southern Garden ) ,* 1914, Kunstmuseum, Bern, Switzerland.

In his bold use of unmodulated colour and the ensuing flattened picture space, Lebasque recalls the radical intervention of the Fauves at the turn of the century, and in particular the work of Henri Matisse. Along with Matisse, Lebasque was one of the founding members of the Salon d'Automne in 1903, and the friendship between the two artists only strengthened when they both made their home on the French Riviera. Lebasque's application of pure colour was however typically restrained and never betrayed the 'wild' characteristics more formally associated with the Fauve group.

Although assimilating influences from a variety of movements and painters, Lebasque developed a style which was uniquely his own. His portrayal of family life and mastery of form and colour continue to touch and enchant audiences as much today as they did over 100 years ago, attesting to the prescience of a Salon critic from 1920, just three years before the execution of the present work: '[Lebasque's submission] is one of the best paintings in the Salon; one can already see it on the wall of a boudoir or a museum in fifty years as it is today' (Étienne Bricon quoted in L. Banner, *ibid*, p. 16).



Henri Lebasque (1865 – 1937), *Villa Derniere, St. Tropez,* Private Collection.

**PROPERTY FROM THE ESTATE OF DR. WALID JUFFALI**

31 *
**HENRI LEBASQUE (1865-1937)**
*Saint-Tropez, jeune femme dans un hamac*
signed 'Lebasque' (lower right)
oil on canvas
*46 x 55.3cm (18 1/8 x 21 3/4in).*
Painted in 1906

**£35,000 - 55,000**
**€40,000 - 63,000**
**US$50,000 - 78,000**

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

**Provenance**
Marthe Lebasque Collection, the artist's daughter, Paris, in 1957.
Colin Stodgell Fine Art, Devon, no. CS 1910.
Anon. sale, Martin-Chausselat, Versailles, 13 February 2000, lot 11.
Anon. sale, Eric Pillon Enchères, Calais, 11 March 2001, lot 138.
Dr. Walid Juffali Collection, London.

**Exhibited**
Nice, Museé des Ponchettes, *Henri Lebasque 1865 - 1937*,
July - September 1957,
no. 23 (titled 'Le hamac').

**Literature**
D. Bazetoux, *Henri Lebasque, catalogue raisonné*, Vol. I,
Paris, 2008, no. 1181 (illustrated p. 291).

**NO RESERVE**



For details of the charges payable in addition to the final Hammer Price of each Lot
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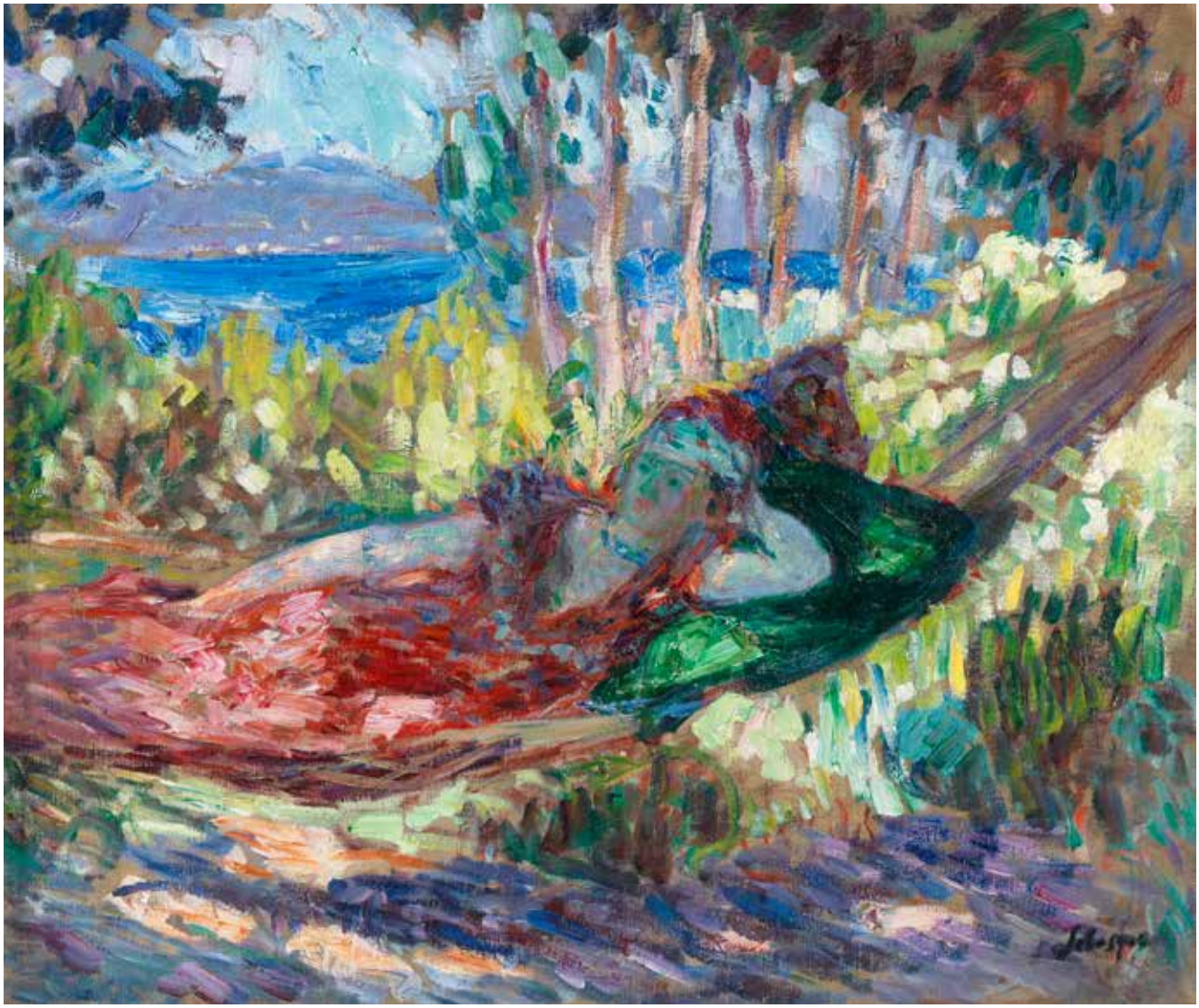

# MARC CHAGALL

## *Three works by Marc Chagall from a Private German Collection*

Marc and Bella Chagall in Paris, 1934.

The following three works on paper by Marc Chagall stem from a period of great productivity for the artist and show the exuberant style and joyful content of his later works. Spanning the years 1975 - 1983, Chagall executed these works in his nineties, and as often in these later years, celebrates motifs familiar from the past with a youthful energy. Issuing from a large private collection of works by Chagall built up over many years, these compositions show the artist's characteristically bold palette, the animals of Vitebsk and the circus, the figure of the artist, the bouquet and of course the lovers.

The figures in *Couple au bouquet*, executed *circa* 1975, stand beneath a towering arrangement of flowers, a symbol Chagall commonly used to denote romance. The comparatively gentle blue and orange hues of this composition are punctuated by the strong greens and reds of the dominant bouquet, from which it appears the young suited man has plucked a small posy to offer the female, voluptuously nude save for her necklace. A visual embodiment of love in Chagall's work from its first appearance in *The Birthday* of 1915 in which his first wife Bella holds a small bunch of flowers, the bouquet would subsequently symbolise the happiness he found with second wife Vava (to whom he remained married until his death in 1985), and indeed France itself for the artist, who claimed not to have seen cut flowers before moving there. These radiant vases hold a dichotomy however, fitting for an artist who had experienced both great love and loss: 'cut flowers are ephemeral: through man's artifice their beauty is arranged momentarily [...] the artist reminds us of the importance as well as the ecstasy of human love' (S. Compton, *Chagall*, exh. cat., London, 1958, p. 212).

Following the death of his childhood sweetheart Bella in 1944, Chagall fell in love with the married Virginia Haggard, and after their separation in 1952 quickly found romance again with his housekeeper Valentina Brodsky, 'Vava'. Many of Chagall's compositions can be read as odes to love, to which *Couleurs de l'amour*, executed *circa* 1983, stands testament. In this striking all-over composition, the couple are cocooned and almost overwhelmed by the riot of colour which surrounds them – sweeping curves are formed of separate dabs of pure, vibrating pigment. The title echoes Chagall's belief that 'in our life there is a single colour, as on an artist's palette, which provides the meaning of life and art and that is the

Marc Chagall (1887 - 1985), *Lovers among Lilacs,* 1930, Metropolitan Museum of Art, New York.

‘In our life there is a single colour, as on an artist’s palette, which provides the meaning of life and art and that is the Colour of Love’

- Marc Chagall

Colour of Love’ (M. Chagall, quoted in *Marc Chagall, Fables*, exh. cat., London, 2016, p. 2). Just as the blooms in *Couple au bouquet* are used as a vehicle for the artist’s exuberant palette, so here the very relationship of this couple spills into paint. Chagall’s palette was initially emboldened following his move to Paris from Russia in 1910, influenced by the Fauves, and the intense hues he used would become a hallmark of his *oeuvre* from then on. The light and landscape of Saint-Paul-de-Vence in the South of France would further inspire the artist following his move there in 1950 and rejuvenated his colourful palette. Françoise Gilot cites Picasso as saying in the 1950s: ‘when Matisse dies, Chagall will be the only painter left who understands what colour really is [...] Some of the last things he’s done in Vence convince me that there’s never been anybody since Renoir who has the feeling for light that Chagall has’ (M. Bohm-Duchen, *Chagall*, London, 2011, p. 286).

The artist’s later experiments with stained glass windows surely also informed the present work, as the unusually fragmented brushstrokes, like separate panes of glass, create jewel-like lozenges of colour which suffuse the work with energy. Similar energy is found in *Homme cheval avec coq* jaune (*circa* 1978): this intricately worked composition is formed of whorls of multi-coloured pastel, felt-tip pen and pencil in a joyous palette of magenta, lime green, bright yellow, orange, blue and scarlet. Lines loop over one another, creating continual movement around the work, which recalls some of Chagall’s most fantastical motifs. A horse/man hybrid strides through the picture plane, clutching a yellow cockerel, surrounded by a colourful crowd seemingly in celebration amidst bright bunting. The figure of the artist stands to one side, capturing the scene. Chagall here looks back to the horses, donkeys and cockerels which populated his early Vitebsk scenes, and to works such as *Autoportrait à la crucifixion* (1947) in which the red donkey overlaps with and threatens to become the artist himself. His 1927-1930 *Les Fables de la Fontaine* etching series is surely also evoked, with its dreamlike figures and mythical beasts. The figure of the horse was first seen pulling carts in Vitebsk, and in later works flying through the sky Pegasus-like or being ridden in the circus ring. The artist spoke of his fascination with the beast, wondering ‘at the sight of horses, who are always in a state of ecstasy, I think, are they not perhaps happier than we? You can kneel down peacefully before a horse and pray. It always lowers its eyes in a rush of modesty. I hear the echo of the horses’ hooves in the pit of my stomach. I could race on a horse for the first time and for the last time, to the brilliant arena of life’ (M. Chagall, quoted in in B. Harshav, (ed.), *Marc Chagall on Art and Culture*, Stanford, 2003, p. 153).

Each of the these works joyfully reimagines Chagall’s typical tapestry of loosely connected fantastical elements and motifs, bound by ethereal and vibrant colour, illustrating the artist’s assertion that ‘for me the picture is a surface covered with representations of things (objects, animals, human beings) in a certain order in which logic and illustration have no importance. The visual effect of the composition is what is paramount’ (M. Chagall, quoted in S. Compton, *op. cit.*, p. 21).

Marc Chagall (1887–1985), *La Paix*, 1974, Chapelle des Cordeliers, Sarrebourg, France.

Marc Chagall (1887 - 1985), *Autoportrait à la crucifixion,* 1947, Private collection.

**PROPERTY FROM A PRIVATE GERMAN COLLECTION**

32 AR
**MARC CHAGALL (1887-1985)**
*Couple au bouquet*
pastel, coloured and black pencil and pen and ink on paper
*33.8 x 26cm (13 5/16 x 10 1/4in).*
Executed *circa* 1975

**£40,000 - 60,000**
**€46,000 - 69,000**
**US$57,000 - 85,000**

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

**Provenance**
Private collection, Germany (acquired in the 1990s).
Thence by descent to the present owner.

**Exhibited**
Eutin, Stiftung Schloss Eutin, *Marc Chagall - Poesie der Farben*, 14 May – 26 July 2015.
Düsseldorf, Beck & Eggeling, *Marc Chagall, c'est la vie...*, 25 March - 27 May 2017.


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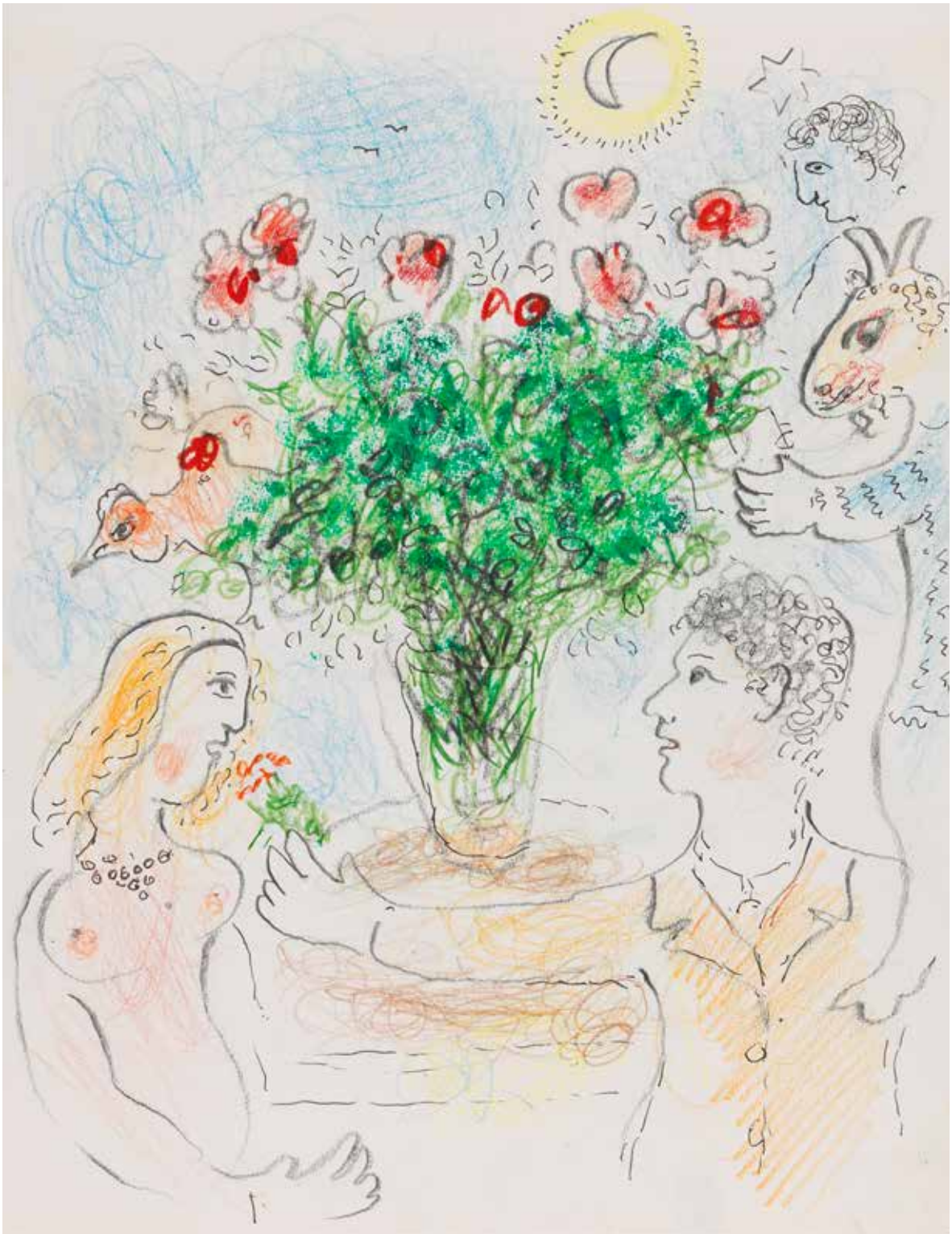

**PROPERTY FROM A PRIVATE GERMAN COLLECTION**

33 AR
**MARC CHAGALL (1887-1985)**
*Homme cheval avec coq jaune*
pastel, felt-tip pen and pencil on paper
*41.7 x 29.5cm (16 7/16 x 11 5/8in).*
Executed *circa* 1978

**£100,000 - 150,000**
**€110,000 - 170,000**
**US$140,000 - 210,000**

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

**Provenance**
Private collection, Germany (acquired in the 1990s).
Thence by descent to the present owner.

**Exhibited**
Eutin, Stiftung Schloss Eutin, *Marc Chagall - Poesie der Farben*, 14 May – 26 July 2015.
Düsseldorf, Beck & Eggeling, *Marc Chagall, c'est la vie...*, 25 March - 27 May 2017.


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**PROPERTY FROM A PRIVATE GERMAN COLLECTION**

34 AR
**MARC CHAGALL (1887-1985)**
*Couleurs de l'amour*
gouache on paper
*32.4 x 46cm (12 3/4 x 18 1/8in).*
Executed *circa* 1983

**£30,000 - 50,000**
**€34,000 - 57,000**
**US$43,000 - 71,000**

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

**Provenance**
Private collection, Germany (acquired in the 1990s).
Thence by descent to the present owner.

**Exhibited**
Eutin, Stiftung Schloss Eutin, *Marc Chagall - Poesie der Farben*, 14 May – 26 July 2015.
Düsseldorf, Beck & Eggeling, *Marc Chagall, c'est la vie...*, 25 March - 27 May 2017.


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**PROPERTY FROM A PRIVATE FINNISH COLLECTION**

35 AR
**BERNARD BUFFET (1928-1999)**
*Crabe et coquillages*
signed 'Bernard Buffet' (upper right) and dated '1989' (upper left)
oil on canvas
*65 x 92cm (25 9/16 x 36 1/4in).*
Painted in 1989

**£50,000 - 70,000**
**€57,000 - 80,000**
**US$71,000 - 99,000**

The authenticity of this work has kindly been confirmed by Galerie Maurice Garnier.

**Provenance**
Galerie Maurice Garnier, Paris.
Private collection, Finland (acquired from the above in 1989).
Thence by descent to the present owner.



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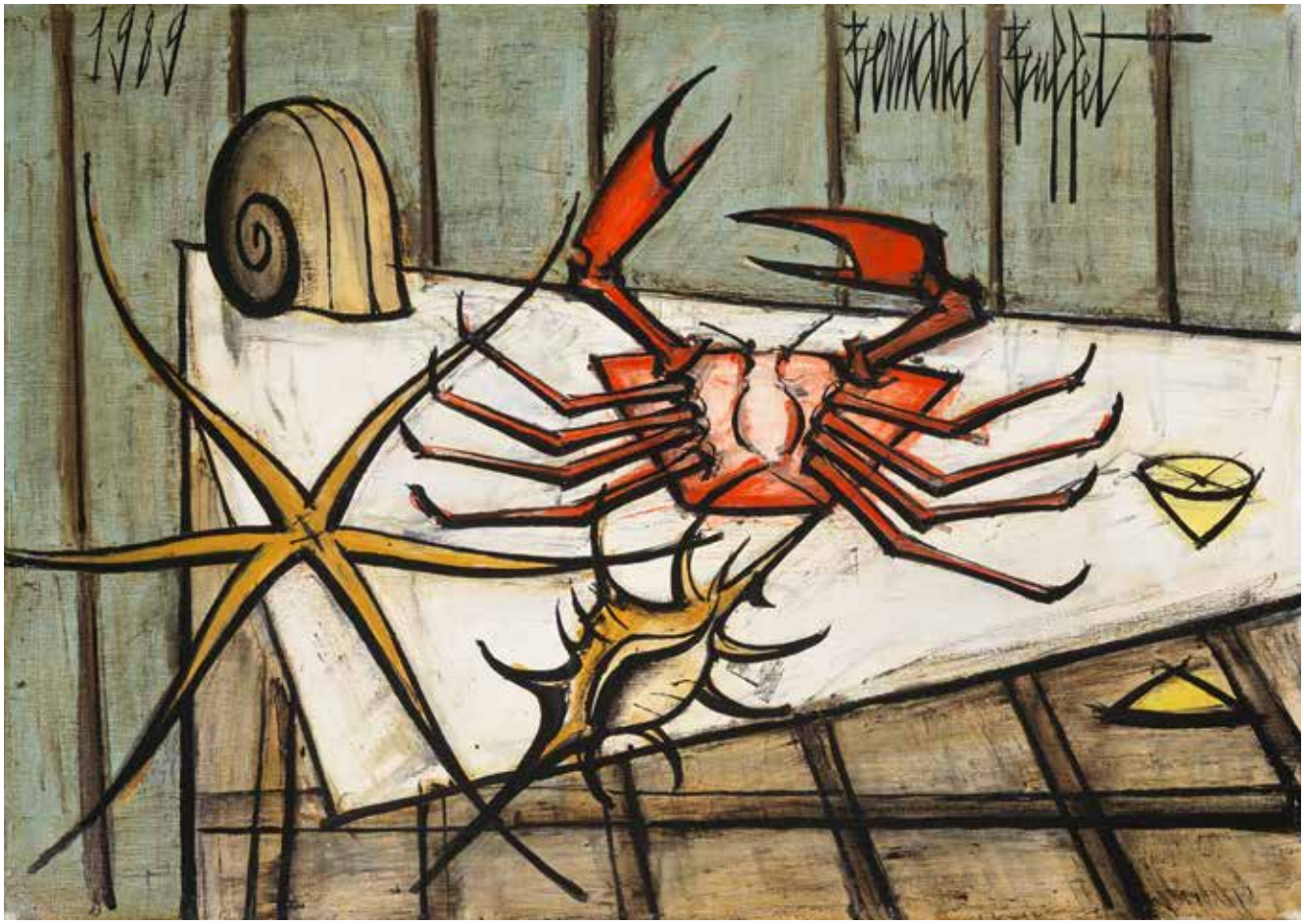
1989
Bernard Buffet

36 * AR
**ANDRE BRASILIER (BORN 1929)**
*Cavalcade au cirque*
signed 'André Brasilier' (lower right); signed, inscribed and dated 'Cavalcade au cirque 40.P André Brasilier 2016' (on the stretcher)
oil and acrylic on canvas
*81.2 x 100.1cm (31 3/4 x 39 3/8in).*
Painted in 2016

**£50,000 - 70,000**
**€57,000 - 80,000**
**US$71,000 - 99,000**

The authenticity of this work has kindly been confirmed by Monsieur Alexis Brasilier.

**Provenance**
The artist's studio.
Opera Gallery, London.
Acquired from the above by the present owner in 2017.


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

37 AR
**JEAN DUFY (1888-1964)**
*Pigalle, la nuit*
signed 'Jean Dufy' (lower right)
gouache on paper
*47.5 x 63cm (18 11/16 x 24 13/16in).*

**£20,000 - 25,000**
**€23,000 - 29,000**
**US$28,000 - 35,000**

The authenticity of this work has kindly been confirmed by Monsieur Jacques Bailly. This work will be included in the forthcoming Jean Dufy *catalogue raisonné*, currently being prepared.

**Provenance**
Private collection, France.

**Exhibited**
Paris, Galerie d'Art Castiglione, *Jean Dufy*, 5 - 31 October 1978, no. 16.


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

Jean Dufy

**PROPERTY FROM A PRIVATE EUROPEAN COLLECTION**

38 AR
**PABLO PICASSO (1881-1973)**
*Trois personnages*
dated '14.10.54.' (upper right)
pen and India ink on paper
*26.7 x 20.8cm (10 1/2 x 8 3/16in).*
Executed on 14 October 1954

**£35,000 - 55,000**
**€40,000 - 63,000**
**US$50,000 - 78,000**

**Provenance**
Galeria Dolors Junyent, Barcelona, no. 546E.
Private collection, Barcelona (acquired in the mid 1990s).
Thence by descent to the present owner.

**Literature**
C. Zervos, *Pablo Picasso*, Vol. 16, *Oeuvres de 1953 à 1955*, Paris, 1965, no. 332 (illustrated p. 120).


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

17.10.54

**PROPERTY FROM A PRIVATE EUROPEAN COLLECTION**

39 AR
**SALVADOR DALÍ (1904-1989)**
*Etude pour le carton d'invitation à l'exposition chez Jacques Bonjean*
signed and inscribed 'Exposition Dalí' (centre right)
gouache, pen and India ink on off-white paper
*19.6 x 24.4cm (7 11/16 x 9 5/8in).*
Executed *circa* 1934

**£25,000 - 35,000**
**€29,000 - 40,000**
**US$35,000 - 50,000**

The authenticity of this work has been kindly confirmed by the late Monsieur Robert Descharnes.

**Provenance**
Private collection, Barcelona (acquired in the mid 1990s).
Thence by descent to the present owner.



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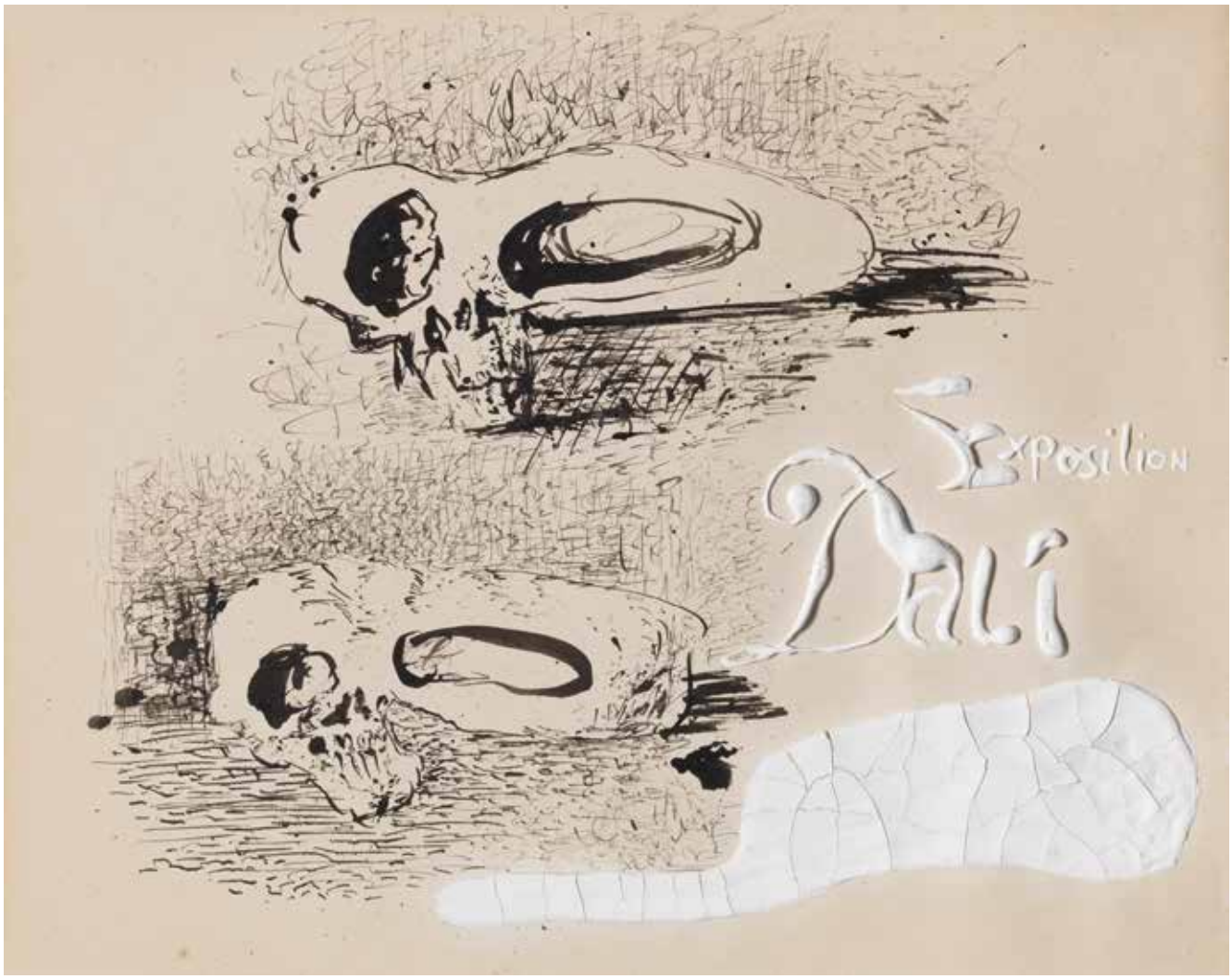
Exposition
Dalí

**PROPERTY FROM A DISTINGUISHED SPANISH COLLECTION**

40 * AR
**SALVADOR DALÍ (1904-1989)**
*El torrent de la Jorneta*
oil on canvas
*120.2 x 100cm (47 5/16 x 39 3/8in).*
Painted in 1923

**£475,000 - 600,000**
**€545,000 - 690,000**
**US$675,000 - 852,000**

**Provenance**
Sala Dalmau Collection, Barcelona.
Rafael Santos Torroella Collection, Barcelona.
Hans Engelhorn Collection, Palamós, Spain.
Caroline Wimmer Collection (by descent from the above).
Private collection, Tenerife (a gift from the above, 1970s).

**Exhibited**
Paris, Centre Georges Pompidou, Musée National d'Art Moderne, *Salvador Dalí: rétrospective, 1920 - 1980*, 18 December 1979 - 14 April 1980, no. 14 (titled 'El rec de la Jorneta').
Madrid, Museo Nacional Centro de Arte Reina Sofía, *Dalí joven, 1918 - 1930*, 18 October 1994 - 16 January 1995, no. 66 (titled 'El torrente de la Jorneta').
Tenerife, TEA, Tenerife Espacio de las Artes, on loan, 2010 - 2015, no. DG2010-01.
Florence, Palazzo Strozzi, *Picasso, Miró, Dalí. Angry Young Men: the Birth of Modernity*, 12 March - 17 July 2011, no. 2.13.

**Literature**
J. Socias, *Gent Nostra: Dalí*, no. 17, Barcelona, 1983 (detail illustrated p. 2; titled 'El rec de la Jorneta').
J. M. Infiesta, *Clarà, Dalí, Monturiol, Pla, Vayreda*, Barcelona, 1983 (illustrated p. 2).
M. di Capua, *Salvador Dalí. La vita e l'opera*, Milan, 2002 (illustrated p. 52).
Fundació Gala-Salvador Dalí (eds.), *Salvador Dalí, catalogue raisonné of paintings*, Vol. I, *1910 to 1930*, online catalogue, 2004, no. 117 (illustrated).
R. Santos Torroella, *El Primer Dalí, 1918 - 1929: catálogo razonado*, València, 2005, no. 78 (illustrated p. 183; titled 'El rec de la Jorneta').
R. Descharnes & G. Néret, *Salvador Dalí 1904 - 1989. The Paintings*, Vol. I, *1904 - 1946*, Cologne, 2007, no. 145 (illustrated p. 65).


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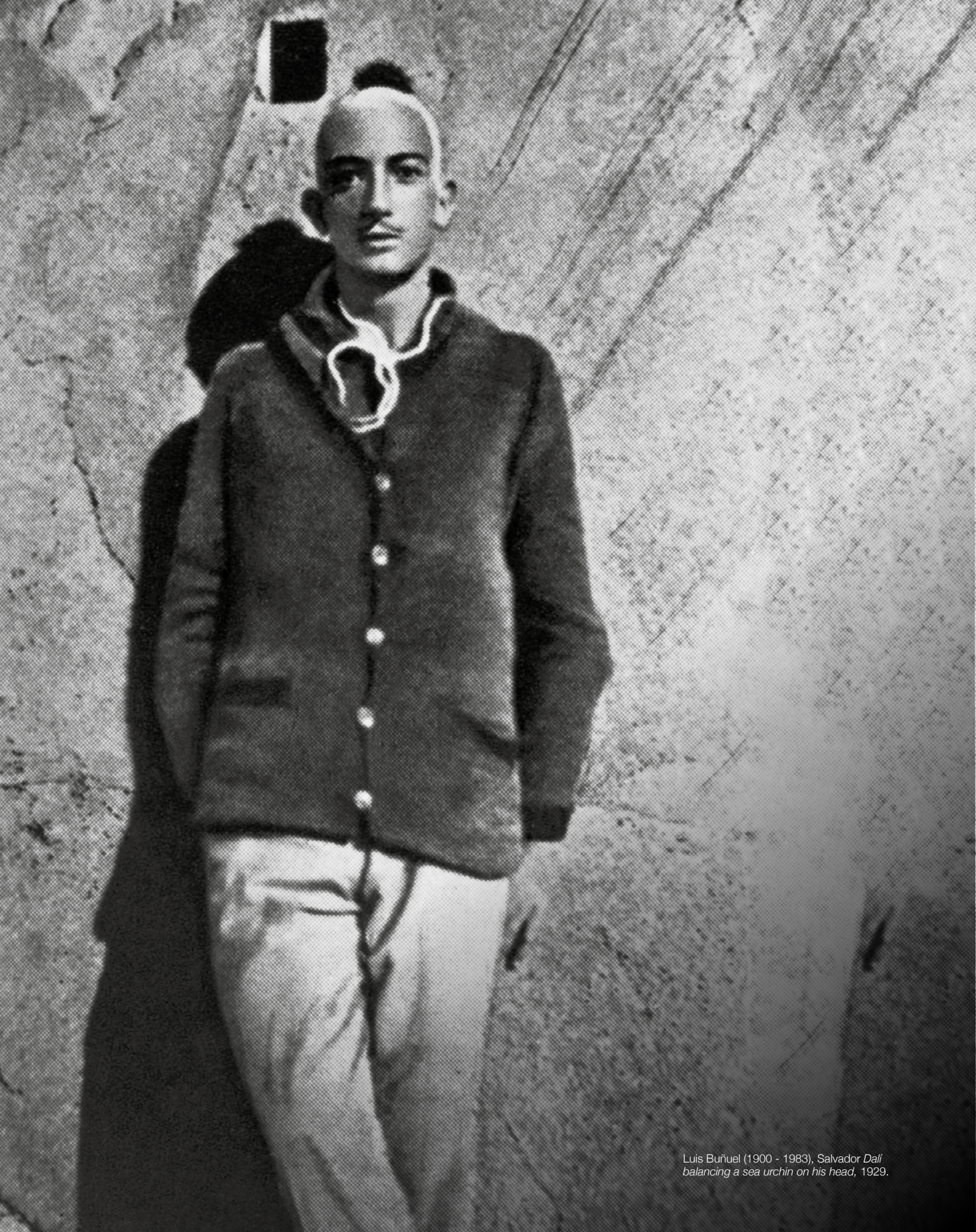


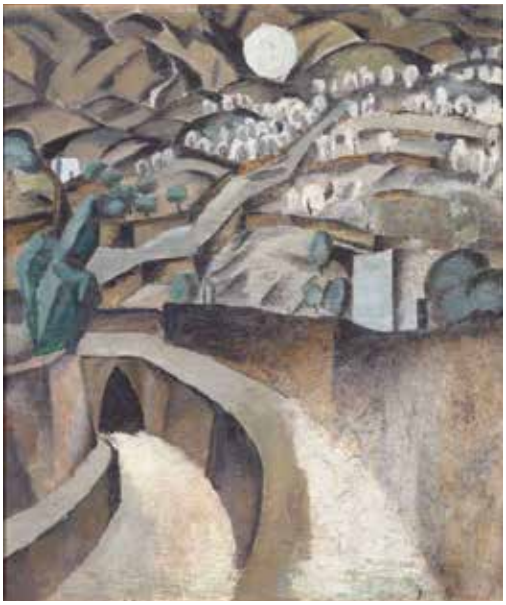
Luis Buñuel (1900 - 1983), Salvador *Dalí balancing a sea urchin on his head*, 1929.

# SALVADOR DALÍ

## *El torrent de la Jorneta*

Salvador Dalí's early works are among some of the most compelling pictorial experiments one could hope to discover in an artist's formative years. Even as a student, Dalí had an impressive confidence when it came to tackling new ideas and styles. *El torrent de la Jorneta* is a wonderful example of this clarity of execution, painted as it was when the artist was only 19.

The year in which Dalí created the work was undoubtedly a turning point in his life as a painter. He had left his beloved home town of Figueres in 1922 to move to Madrid to study at the San Fernando Academy of Painting, Sculpture and the Graphic Arts, where he encountered figures from the *avant-garde* and read voraciously from



Salvador Dalí, *La Jorneta (paisaje de Cadaqués)*, 1923, Museo Reina Sofía.

cutting edge reviews. There Dalí met the filmmaker Luis Buñuel and the poet and playwright Federico García Lorca: together they were inseparable, and later became known as *La Generacion del 27*. The trio would go on to become some of the most important, and infamous, figures in Spanish modernist culture. Previous to this move to the capital, Dalí's work had been largely concerned with interpreting the work of the Fauves - Derain, Matisse, Van Dongen - and the *Pointilliste* masters - Seurat, Signac. The port of Cadaqués features repeatedly throughout the late teens and early 20s, depicted in a gradually shifting style but ever present. Then on Dalí's arrival in Madrid the change in his work is evident. The influence of the international (and specifically Parisian) *avant-garde* during these first years in Madrid can be seen in the myriad styles the young artist turned his hand to: Picasso's Blue Period is referenced very clearly in *Escena familiar* (Fundació Gala-Salvador Dalí no. 112), the Futurist Severini is a clear influence on *Paisatge a Madrid* (FGSD no. 108), while *Composició cubista, Retrat cubista de Federico García Lorca* (FGSD no. 128) from 1923 shows an increasing awareness and use of Analytical Cubism. In terms of subject matter Dalí also turns his attention away from the landscapes of Cadaqués and portraits of his family members, and explores themes more in keeping with what was concerning the Parisian *avant-garde*.

Dalí's studies suffered a rather abrupt hiatus when he was thrown out of the Academy for protesting against the appointment of one of his tutors. He was subsequently sent to jail in Catalonia, in the city of Girona, upon his return to the region under suspicion of being a reactionary. Here Dalí was returned once again to the rolling vineyards and rocky coastline of his youth. After a short time in prison, the young artist was released, invigorated and inspired by his return to the Empordà. He began to paint again the olive groves of this fiercly proud and individual region, and began a series of works dedicated to its beautiful landscape, of which *El torrent de la Jorneta* is part: as Dalí said of this period, 'I was happy, for I had just rediscovered the landscape of the Ampourdan plain' (S. Dalí, *The Secret Life of Salvador Dalí*, New York, 1942, p. 98). His return to Figueres after being released from prison marked the beginning of a period of intense painting for Dalí, in which he actively threw off the obvious debt to the Impressionists, Fauves and Pointillists that had characterised his work before 1922.

The present lot represents perfectly this new phase, in which we see Dalí utilising a restrained colour palette of brown, green, silvery grey and muted pinks. This palette, along with the plasticity of the landscape, betrays his new influence, namely Picasso, Braque and Gris' experiments in Cubism. Dalí was truly immersing himself in Cubism during this time, having familiarised himself with the movement through *l'Esprit Nouveau* (Le Corbusier and Ozenfant's *avant-garde* magazine) and Boccioni's *Pittura scultura plastica*. The pair of paintings that depict *El torrent de la Jorneta* (the second canvas hangs in the Museo Nacional Centro d'Arte Reina Sofia in Madrid), the stream in the midst of an olive grove on the outskirts of Figueres, both tackle the bucolic scene with a new interest in multiple perspectives, and a strongly constructed plasticity that betrays a debt beyond the Cubists even, looking back to Cézanne. The viewer is drawn into the terraces of the vineyard through the artist's use of a deep, tunnel-like perspective with Dalí showing only a sliver of sea in the upper-left corner. The silver leaves of the ancient olive groves twist inwards, creating a strong centrifugal structure to the work, evoking the winds that blow through the hills and over towards the sea.

There is at the same time an evident classicism in *El torrent de la Jorneta*, as Dalí shows the landscape of Figueres as a timeless Arcadia populated by nymph-like women, washing themselves in the shade of the olive trees. The group of figures are most reminiscent of Derain and Matisse's bathers, who had found their own Arcadian paradise along the same coastline, just over the French border near Collioure. This is at once a timeless work, and one full of references to the most advanced of artistic practices. The viewer sees Dalí's confidence of vision, as well as the beginning of that masterful handling of paint that would go on to become his hallmark. Perhaps more than anything else *El torrent de la Jorneta* stands as an ode to the landscape of his birth, painted by an artist on the brink of great discovery.

André Derain (1880 - 1954), *Bathers*, c.1908-09, Private collection.

**PROPERTY FROM A DISTINGUISHED PARISIAN COLLECTION**

41
**LOUIS MARCOUSSIS (1878-1941)**
*Nature morte à la guitare*
signed 'Marcoussis' (lower centre)
oil on glass
*38 x 28.7cm (14 15/16 x 11 5/16in).*
Painted *circa* 1921

**£45,000 - 65,000**
**€52,000 - 75,000**
**US$64,000 - 92,000**

**Provenance**
Galerie Jeanne Bucher, Paris.
Private collection (acquired from the above on 19 December 1943);
their sale, Christie's, Paris, 3 December 2013, lot 38.
Private collection, France (acquired at the above sale).


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

**PROPERTY FROM A PRIVATE DUTCH COLLECTION**

42 AR
**GINO SEVERINI (1883-1966)**
*Natura morta con cesto di mele e cestino con rulli di carta appoggiato per terra*
signed 'G. Severini' (lower right)
gouache and pencil on board
*38 x 26.5cm (14 15/16 x 10 7/16in).*
Executed *circa* 1944 - 1945

**£20,000 - 30,000**
**€23,000 - 34,000**
**US$28,000 - 43,000**

The authenticity of this work has kindly been confirmed by Dott.ssa Romana Severini Brunori & Prof.ssa Daniela Fonti. This work will be included in the forthcoming Gino Severini *catalogue raisonné*, currently being prepared.

**Provenance**
Kunsthandel G. J. Nieuwenhuizen Segaar, The Hague (possibly acquired in Paris between 1948 and 1951).
Private collection, Rotterdam (acquired from the above in 1951).
Thence by descent to the present owner.


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

G.Severini

**PROPERTY FROM A PRIVATE UK COLLECTION**

43 AR
**RENATO GUTTUSO (1912-1987)**
*Zucca, thérmos, martello*
signed and dated 'Guttuso '46' (lower left)
oil on canvas
*46 x 55.2cm (18 1/8 x 21 3/4in).*
Painted in 1946

**£12,000 - 18,000**
**€14,000 - 21,000**
**US$17,000 - 26,000**

**Provenance**
Wilson Collection, London.
John Gordon Ogston Miller Collection, Venice.
Lady Bowman Collection, Somerset (by descent from the above).
Thence by descent to the present owner, UK.

**Literature**
E. Crispolti, *Catalogo ragionato generale dei dipinti di Renato Guttuso*, Vol. I, Milan, 1983, no. 46/59 (illustrated p. 154).


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

**PROPERTY FROM A PRIVATE MILAN COLLECTION**

44 AR

**ROBERTO MARCELLO BALDESSARI (1894-1965)**
*Natura morta con bicchieri*
signed with the artist's initials 'R.M.B' (lower left)
oil, gouache and collage on paper laid down on board
*28.5 x 22.6cm (11 1/4 x 8 7/8in).*
Painted *circa* 1917

**£10,000 - 15,000**
**€11,000 - 17,000**
**US$14,000 - 21,000**

The authenticity of this work has kindly been confirmed by the Archivio Unico per il Catalogo delle Opere Futuriste di Roberto Marcello Baldessari.

**Provenance**
Galleria Arte Centro, Milan, no. 8831.
Private collection, Milan (acquired from the above in the early 2000s).

**Exhibited**
Milan, Galleria Arte Centro, *Futurismo e Aeropittura, velocità e dinamismo dal Trentino alla Sicilia*, 2009, no. 64.

**Literature**
M. Scudiero, *R. M. Baldessari, Opere futuriste 1914 - 1923*, Milan, 2001, no. 42 (illustrated p. 28).



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

**PROPERTY FROM A PRIVATE ROME COLLECTION**

45 AR
**ENZO BENEDETTO (1905-1991)**
*Natura morta*
signed 'benedetto' (lower right)
oil on canvas
*39.9 x 59.9cm (15 11/16 x 23 9/16in).*
Painted *circa* 1926 - 1927

**£3,000 - 5,000**
**€3,400 - 5,700**
**US$4,300 - 7,100**

**Provenance**
Private collection, Rome (acquired directly from the artist).



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

**PROPERTY FROM A PRIVATE MILAN COLLECTION**

46 AR
**ROBERTO MARCELLO BALDESSARI (1894-1965)**
*Dinamismo di alberi + case*
signed 'R. M BALDESSARI' (lower left)
pastel on purple card
*25.8 x 34.3cm (10 3/16 x 13 1/2in).*
Executed *circa* 1916

**£10,000 - 15,000**
**€11,000 - 17,000**
**US$14,000 - 21,000**

**Provenance**
Galleria Arte Centro, Milan, no. 8858.
Private collection, Milan (acquired from the above in the early 2000s).

**Exhibited**
Milan, Galleria Arte Centro, *Futurismo e Aeropittura, velocità e dinamismo dal Trentino alla Sicilia*, 2009, no. 58.

**Literature**
M. Scudiero, *R. M. Baldessari, Opere futuriste 1914 - 1923*, Milan, 2001, no. 18 (illustrated p. 13).



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

47 AR
**GINO SEVERINI (1883-1966)**
*Danzatrice*
signed 'G Severini' (lower centre)
pen and India ink on paper
*29.7 x 20.6cm (11 11/16 x 8 1/8in).*
Executed in 1955

**£8,000 - 12,000**
**€9,200 - 14,000**
**US$11,000 - 17,000**

The authenticity of this work has kindly been confirmed by Dott.ssa Romana Severini Brunori.

**Provenance**
Private collection, Italy; their sale, Christie's, South Kensington, 7 February 2014, lot 25.
Private collection, London (acquired at the above sale).

'I think I realise only now how much I am in debt with Braque and Picasso'

- Gino Severini

Severini first depicted the subject of the dancer in 1910. During the first decade of the 20th century he explored the Divisionist technique, working together with Futurist artists such as Giacomo Balla, his mentor, Carlo Carrà and Umberto Boccioni. He returned to this subject time and again until the 1950s. In *Danzatrice*, executed in 1955, Severini deconstructs the figure through a grid of intersecting vivid black lines which create a number of geometrical shapes, giving life to an abstracted dancer.

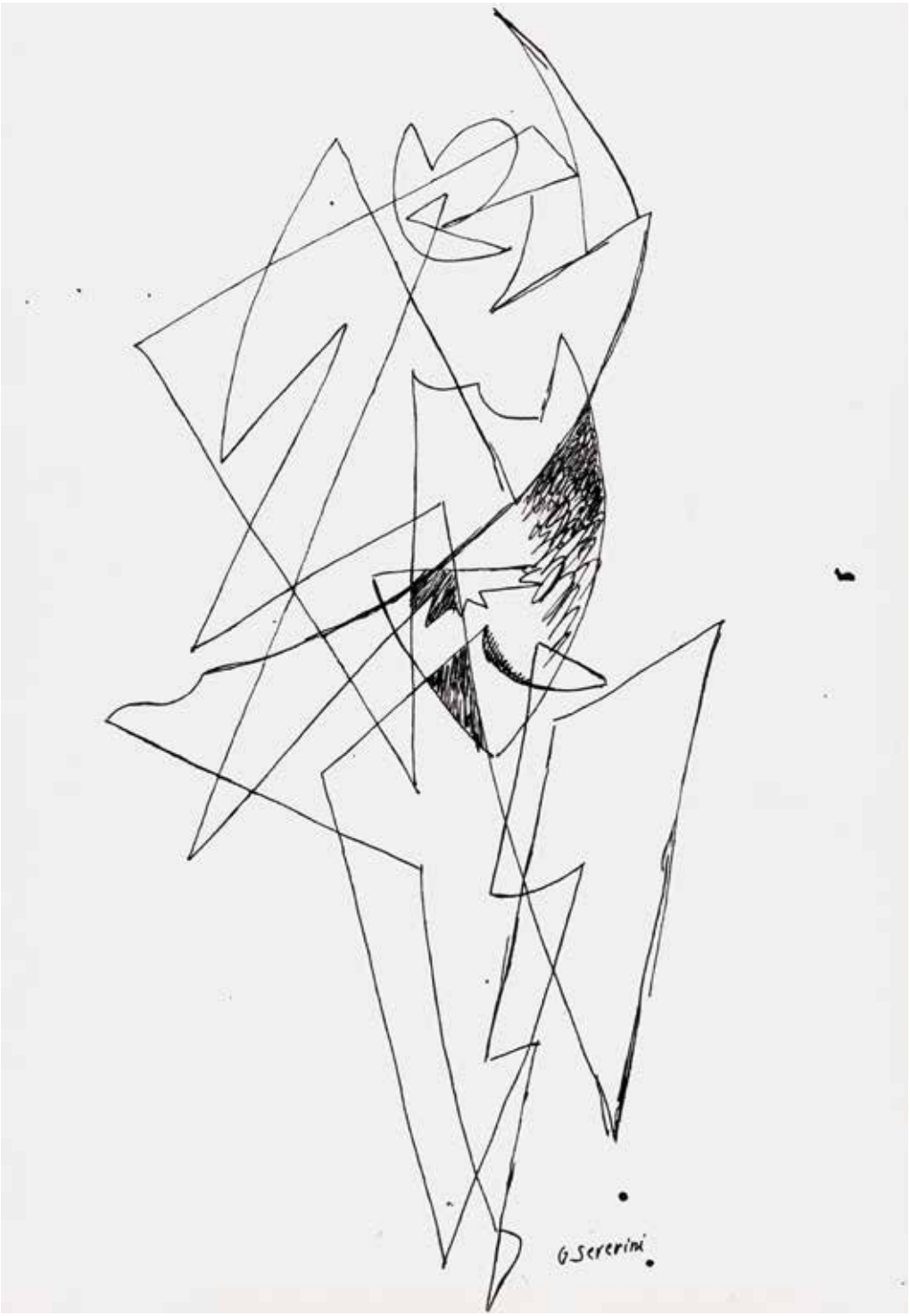
Severini was fascinated by the study of light and movement, as were the majority of *avant-garde* Italian and French artists including Post-Impressionists Seurat and Signac, whom Severini admired while living in Paris from 1905, and Italian Futurists, with whom Severini signed the second 'Manifesto dei pittori futuristi' in April 1910. It was in Paris that Severini frequented popular cabaret bars such as Le Chat noir and Bal Tabarin for his inspiration. The subject of the dancer was already popular among Impressionist artists such as Degas and Toulouse-Lautrec, however, as the present work shows, Severini developed this motif according to the Cubist fragmentation of elements, recreating rhythm and movement in a well-balanced composition.

The present sketch is, in its simplicity and economy of lines, of great impact and represents one of the most recognisable of Severini's drawings. The philosopher Jacques Maritain wrote of the artist's 1954 New York exhibition that 'his canvases were themselves real dances of lines and colours' (quoted in *Severini, l'emozione e la regola*, exh. cat., Parma, 2016, p. 18).

Gino Severini (1883-1966), *Dancer-Sea*, 1914, Peggy Guggenheim Foundation, Venice, Italy.



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


G.Severini

48 AR W TP

**RENATO GUTTUSO (1912-1987)**

*Mosaico di figure*
signed and dated 'Guttuso 58' (centre right)
oil and collage on paper laid down on canvas
*148 x 263.5cm (58 1/4 x 103 3/4in).*
Painted in 1958

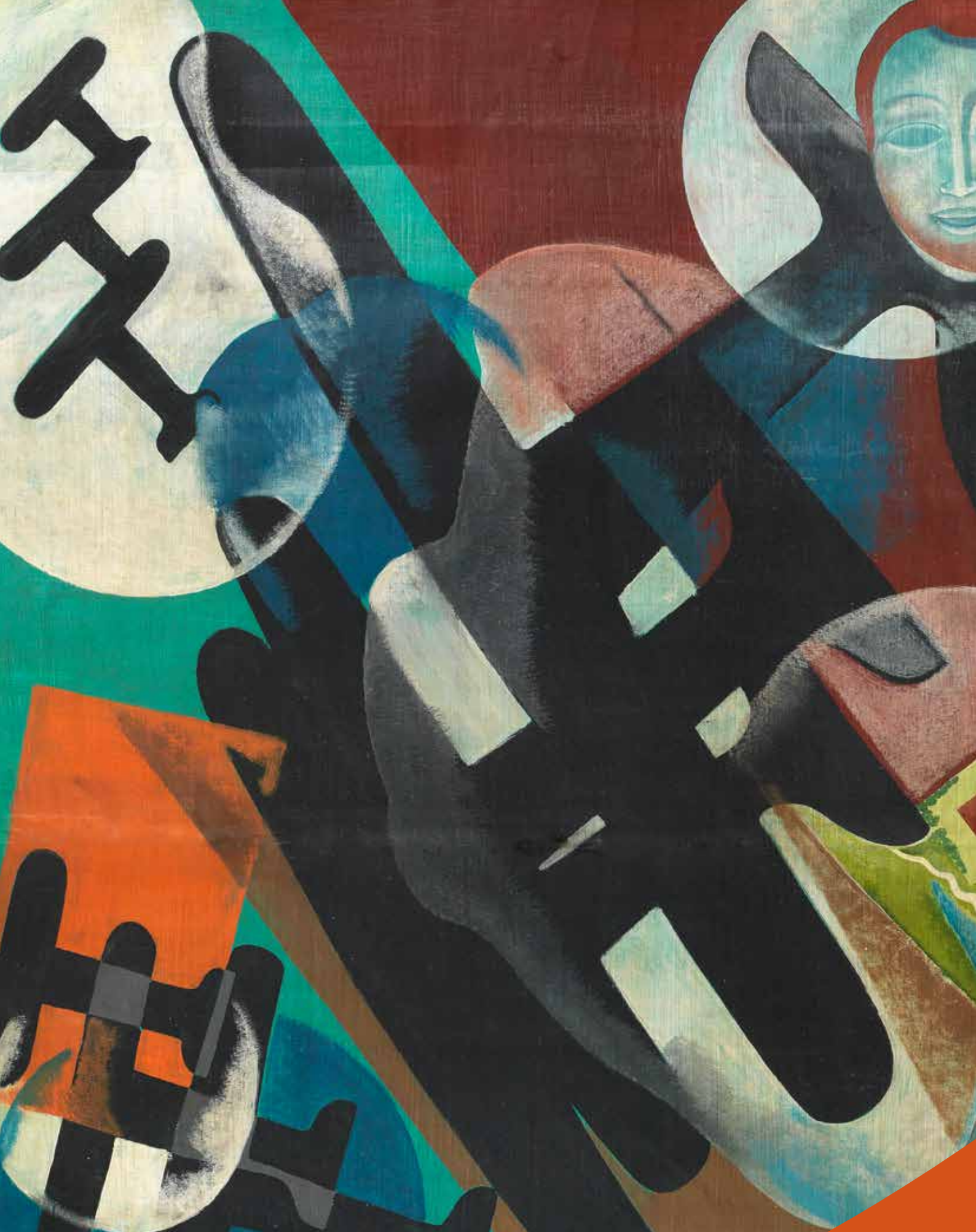
**£100,000 - 150,000**
**€110,000 - 170,000**
**US$140,000 - 210,000**

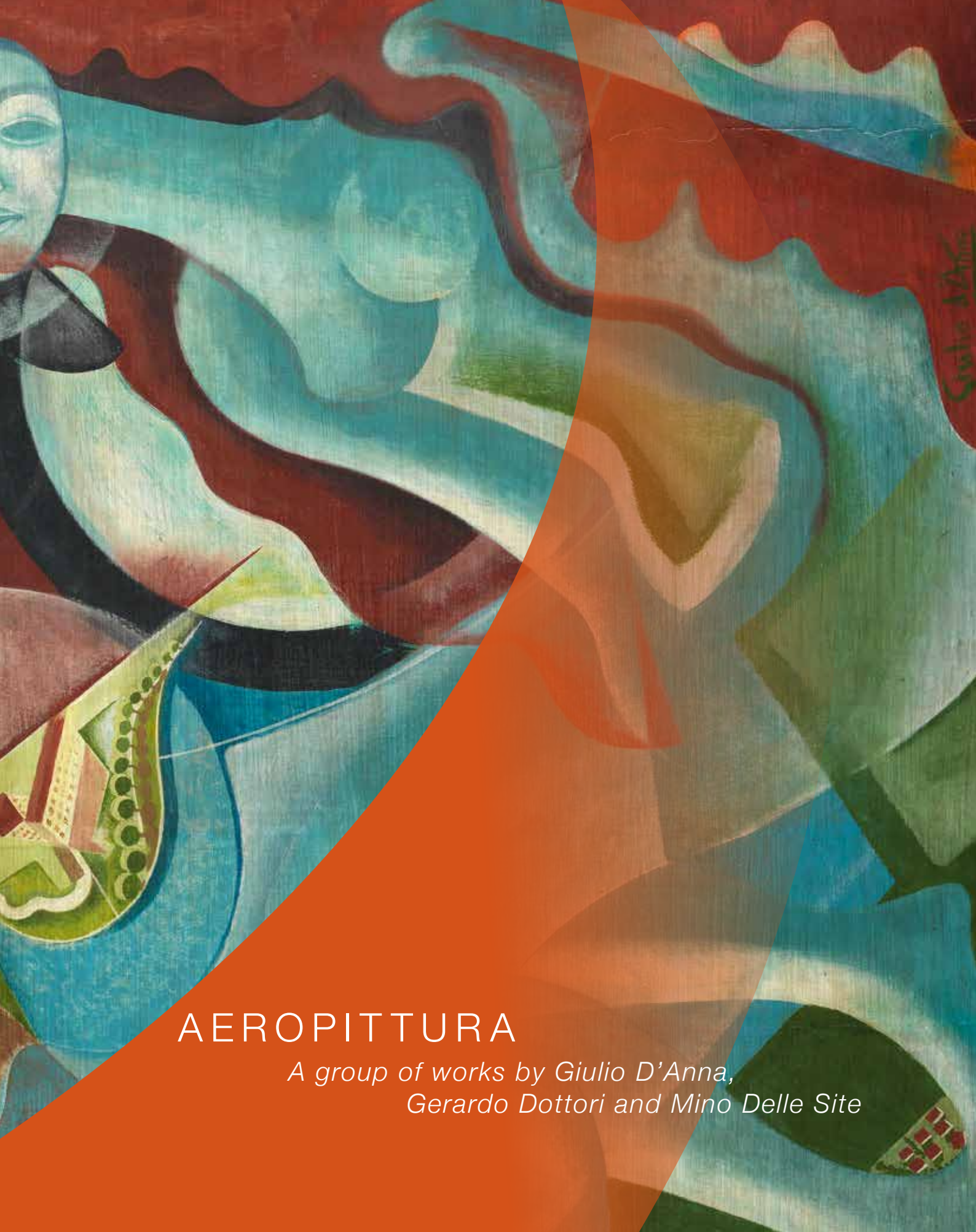
**Provenance**
Galleria Il Milione, Milan.
Guffanti Collection, Milan, by 1984.
Anon. sale, Finarte, Milan, 19 December 1991, lot 208.
Private collection, Asti (acquired at the above sale).

**Exhibited**
Milan, Galleria Il Milione, *Renato Guttuso*, 19 February - 7 March 1959, no. 18.
Minsk, Belarusian National History and Culture Museum, *Novecento Siciliano*, 22 October - 30 November 2003, no. 62 (later travelled to Moscow, Barcelona and Palermo).

**Literature**
*Settimo Giorno*, Milan, 13 November 1958 (detail illustrated).
G. Kaisserlian, 'Guttuso oltre il realismo', in *Rotosei*, Rome, 6 March 1959, p. 72.
*Vie Nuove*, Rome, 7 March 1959 (illustrated).
M. de Micheli, *Renato Guttuso*, Sofia, 1970, no. 64, p. 128 (incorrectly dated 1964).
E. Gribaudo, *Renato Guttuso*, Milan, 1976, no. 73.
E. Crispolti, *Catalogo ragionato generale dei dipinti di Renato Guttuso*, Vol. II, Milan, 1984, no. 58/66 (illustrated p. 121).


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





# AEROPITTURA

*A group of works by Giulio D'Anna,*
*Gerardo Dottori and Mino Delle Site*

**PROPERTY FROM THE ESTATE OF THE ARTIST**

49 AR
**MINO DELLE SITE (1914-1996)**
a) *Decollo*
signed and dated 'DELLE SITE 32' (lower centre), inscribed 'DECOLLO' (lower right) and numbered '7' (upper right)
watercolour on paper laid down on black card
*19 x 22cm (7 1/2 x 8 11/16in) sheet size; 8.8 x 11.8cm (3 7/16 x 4 5/8in) image size*
Executed in 1932

b) *Aeroporto*
signed twice and dated 'DELLE SITE 32' (lower centre), inscribed 'AEROPORTO' (lower right) and numbered '31' (upper right)
watercolour on paper laid down on black card
*20 x 21.8cm (7 7/8 x 8 9/16in) sheet size; 8.8 x 11.2cm (3 7/16 x 4 7/16in) image size*
Executed in 1932

c) *Viaggi del 2000*
signed and dated 'DELLE SITE 32' (centre left), inscribed 'VIAGGI DEL 2000' (lower right) and numbered '20' (upper right)
watercolour on paper laid down on black card
*19 x 21.7cm (7 1/2 x 8 9/16in) sheet size; 8.8 x 11.4cm (3 7/16 x 4 1/2in) image size*
Executed in 1932

**£5,000 - 7,000**
**€5,700 - 8,000**
**US$7,100 - 9,900**

The authenticity of these works has kindly been confirmed by the Archivio Mino Delle Site. These works will be included in the forthcoming Mino Delle Site *catalogue raisonné*, currently being prepared.

**Provenance**
The artist's studio.
Private collection, Rome (by descent from the above).

**Exhibited**
Rome, Galleria Bragaglia Fuori Commercio, *Mino Delle Site. Maschere stati d'animo*, December 1932.
Lecce, Sala del Circolo Cittadino, *Mostra Personale di Pittura Futurista Mino Delle Site*, February 1933.
Lecce, Museo Provinciale, *Mino Delle Site, Aeropittura e oltre, dal 1930*, 15 October - 3 December 1989.
Rome, Associazione Culturale Athenaeum N.A.E., *Retrospettiva di Mino Delle Site*, 1997.
Bari, Castello Svevo, *Verso le avanguardie, gli anni del Futurismo in Puglia 1909 - 1944*, 20 June - 30 August 1998 (later travelled to Taranto and Lecce).
Warsaw, Włoski Instytut Kultury, *Mino Delle Site, alle radici dell'Aeropittura 1931 - 1934*, June - September 2001 (later travelled to Krakow).
Rome, Sala Club Freccia Alata, Aeroporto Leonardo da Vinci, *Mino delle Site*, November 2003 – February 2004.
Salerno, Pinacoteca Provinciale, *Percorsi d'arte dal collezionismo dei Ruffo all'evoluzione pittorica di Mino Delle Site*, March - May 2005.
Lecce, Museo Provinciale, *Mino Delle Site*, October - November 2006.
Rome, Museo Boncompagni Ludovisi, *Mino Delle Site*, 23 November 2006 - 14 January 2007.
Rome, Farnesina, Ministero degli Affari Esteri, *Mino Delle Site, Futurismo fra Arte e Tecnologia nel Centenario*, 19 - 25 October 2009.
Rome, La Quadriennale, *Mino Delle Site, Centenario*, October 2014.

**Literature**
C. L. Delle Site, *Mino Delle Site, Centenario*, e-book, 2014 (*Decollo*, *Aeroporto* & *Viaggi del 2000* illustrated).


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

A

B

C

**PROPERTY FROM A PRIVATE ROME COLLECTION**

50 AR
**GIULIO D'ANNA (1908-1978)**
*Ascensione aerea*
signed 'D'ANNA' (lower right)
gouache and pencil on brown paper
*29.5 x 27cm (11 5/8 x 10 5/8in).*
Executed *circa* 1930 - 1931

**£4,000 - 6,000**
**€4,600 - 6,900**
**US$5,700 - 8,500**

**Provenance**
Private collection, Rome.

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



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

**PROPERTY FROM A PRIVATE ITALIAN COLLECTION**

51 AR TP
**GIULIO D'ANNA (1908-1978)**
*Guerra aerea*
signed 'Giulio d'Anna' (lower right)
oil on canvas laid down on panel
*151 x 110.8cm (59 7/16 x 43 5/8in).*
Painted *circa* 1935

**£50,000 - 70,000**
**€57,000 - 80,000**
**US$71,000 - 99,000**

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

**Provenance**
Private collection, Agrigento.
Galleria Diomedea, Palermo.
Anon. sale, Christie's, Milan, 3 April 2014, lot 101.
Private collection, Milan (acquired at the above sale).

**Exhibited**
Agrigento, Complesso Chiaramontano Basilica dell'Immacolata, *Passo di corsa, espressioni futuriste in Sicilia*, 4 December 2004 - 29 January 2005, no. 37.
Seoul, Daelim Contemporary Art Museum, *Pittura in Sicilia*, 1 December 2005 - 22 January 2006.
Erice, Centro Internazionale di Cultura Scientifica Fondazione E. Majorana, *Serate futuriste*, 13 May 2006 (titled 'L'attesa').
Rome, Associazione Culturale Micro, *Continuità del Futurismo. Sud - Nord*, 20 February - 20 March 2009.
Taormina, Chiesa di San Francesco di Paola, *Dal Futurismo alla Pop Art al Najs*, 24 August - 10 September 2012 (later travelled to Florence).

**Literature**
A. M. Ruta, *Giulio D'Anna aeropittore mediterraneo* + + +, Palermo, 2005 (illustrated p. 113).



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

**PROPERTY FROM A PRIVATE MILAN COLLECTION**

52 AR
**GERARDO DOTTORI (1888-1977)**
*Paesaggio con lago*
signed and dated 'Dottori -A-XIV-' (lower right)
oil and sand on canvas board
*74.5 x 57.4cm (29 5/16 x 22 5/8in).*
Painted in 1936

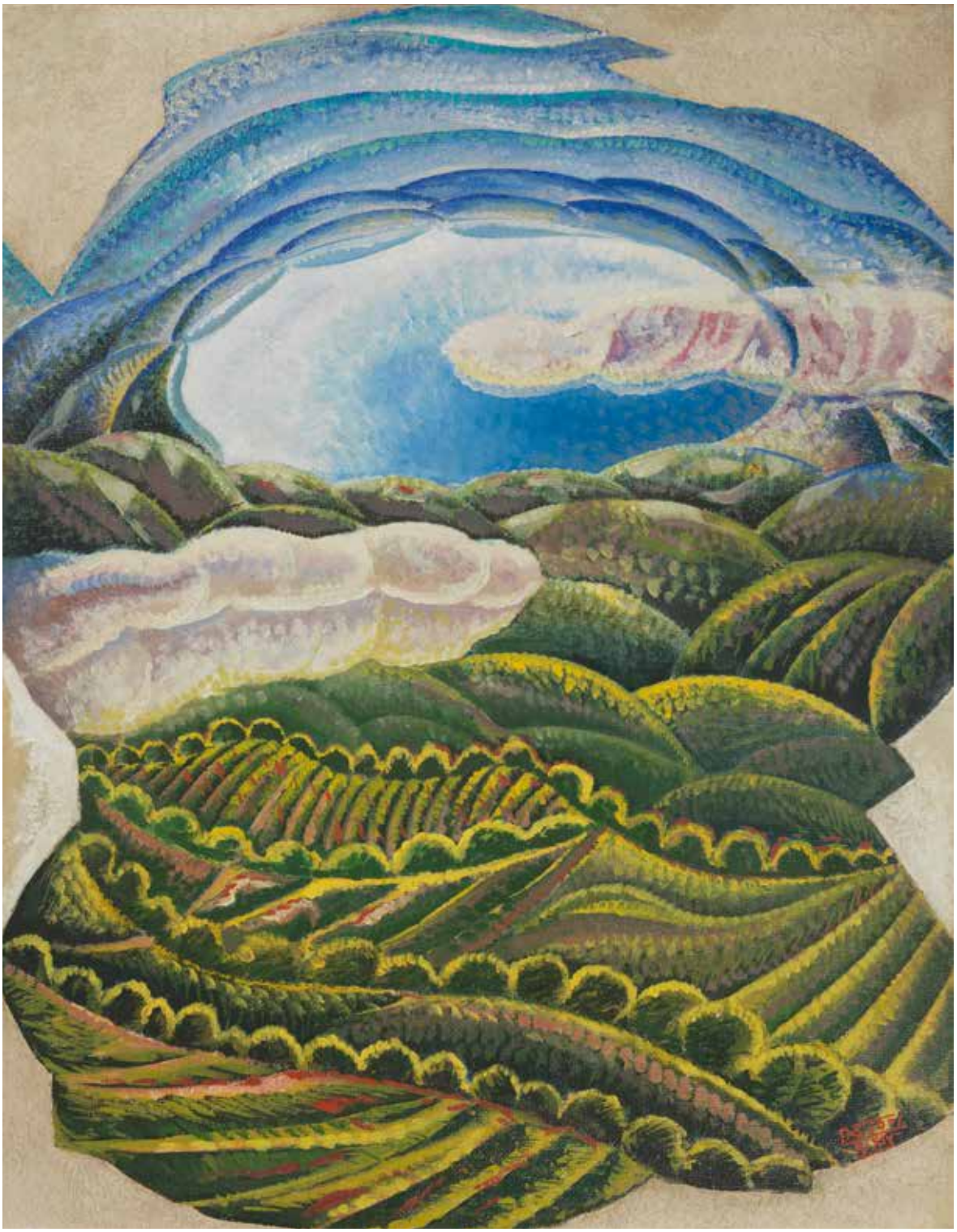
**£30,000 - 50,000**
**€34,000 - 57,000**
**US$43,000 - 71,000**

**Provenance**
Private collection, Rome, by 2006.
Galleria Arte Centro, Milan, no. 9541.
Private collection, Milan.

**Exhibited**
Aosta, Centro Saint-Bénin, *Futurismi*, 28 November 2008 - 26 April 2009 (titled 'Lago e nuvole').
Milan, Galleria Arte Centro, *Futurismo e Aeropittura. Velocità e dinamismo dal Trentino alla Sicilia*, 2009, no. 155 (titled 'Lago e nuvole').
Alessandria, Palazzo del Monferrato, *A + B + C / F = Futurismo ad Alessandria*, 14 June - 26 July 2009.
Parma, Fondazione Magnani Rocca, *Futurismo! Da Boccioni all'Aeropittura*, 6 September - 8 December 2009 (titled 'Lago e nuvole').

**Literature**
M. Duranti, *Gerardo Dottori, catalogo generale ragionato*, Vol. II, Perugia, 2006, no. 342-1222 (illustrated p. 519).


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



**PROPERTY FROM THE ESTATE OF THE ARTIST**

53 AR
**MINO DELLE SITE (1914-1996)**
a) *Giuramento dell'atleta*
signed and numbered 'DELLE SITE XV' (lower right); inscribed 'Questo é il BOZZETTO della PITTURA PARIETALE "IL GIURAMENTO DELL'ATLETA" DI M.T. 3 x 5 che ho eseguito nella PALESTRA della "CASA DELLO STUDENTE dell'UNIVERSITÁ di Roma nel 1937 e inaugurata da MARINETTI e ORESTANO il 26 Aprile.' (verso)
pastel, coloured crayon and coloured pencil on paper
*29.4 x 40.7cm (11 9/16 x 16in) sheet size*
Executed in 1937

b) *Decorazioni per la palestra della 'Casa dello studente', Roma*
signed three times 'DELLE SITE' (left, centre & right), dated '1937' (centre left), inscribed and dated 'DECORAZIONI PER LA PALESTRA DELLA "CASA DELLO STUDENTE" ROMA RAPP: 1:20 1937. ROMA' (lower centre)
gouache and pencil on masonite
*24.8 x 36cm (9 3/4 x 14 3/16in)*
Executed in Rome in 1937

**£2,000 - 3,000**
**€2,300 - 3,400**
**US$2,800 - 4,300**

The authenticity of these works has kindly been confirmed by the Archivio Mino Delle Site. These works will be included in the forthcoming Mino Delle Site *catalogue raisonné*, currently being prepared.

**Provenance**
The artist's studio.
Private collection, Rome (by descent from the above).

**Exhibited**
Rome, Associazione Culturale Athenaeum N.A.E., *Retrospettiva di Mino Delle Site*, 1997.
Bari, Castello Svevo, *Verso le avanguardie, gli anni del Futurismo in Puglia 1909 - 1944*, 20 June - 30 August 1998 (later travelled to Taranto and Lecce).
Rome, Galleria Edieuropa, *Mino Delle Site - Aeropittura futurista e non solo*, 23 February - 11 April 2003.
Novi Ligure, Museo dei campionissimi, *Sport e '900'*, 20 November 2004 - 10 April 2005.
Bari, Galleria d'Arte La Panchetta, *Mino Delle Site*, April 2005.
Rome, Museo Boncompagni Ludovisi, *Mino Delle Site*, 23 November 2006 - 14 January 2007.
Rome, Galleria F. Russo, *Mino Delle Site Forme Assolute della geometria*, April 2008.

**Literature**
G. Dottori, 'Decorazioni artistiche dell'aeropittore futurista Mino delle Site alla Casa dello Studente nella Città Universitaria di Roma', in *ARTEcrazia 4*, 1938 (*Giuramento dell'atleta* cited).
Exh. cat., *Mino Delle Site, Aeropittura e oltre, dal 1930*, Milan, 1989, p. 22.
C. L. Delle Site, *Mino Delle Site Monografia*, Perugia, 2006 (*Decorazioni per la palestra della 'Casa dello studente', Roma* illustrated p. 84).
C. L. Delle Site, *Mino Delle Site, Centenario*, e-book, 2014 (*Giuramento dell'atleta* cited p. 44; *Decorazioni per la palestra della 'Casa dello studente', Roma* illustrated).

ARTEcrazia 4

Decorazioni artistiche dell'aeropittore futurista Mino Delle Site alla Casa dello Studente nella Città Universitaria di Roma

OGNI SETTIMANA UN CONFERENZIERE UNA CONFERENZA ANTICUMULISTA PROMOSSA DA «ARTEcrazia»

G. DOTTORI

Photographs of the final fresco illustrated in *ARTEcrazia*, Rome, 1938



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

EFGHTI
IANBCDEVI
GDEFGHILI
DVSPNOII
FTMNEGI
NADSMTAI
IRNEPUST
OCITIBAM
LATARINT
CARATAM
BOSINTOI

A

DECORAZIONI PER LA PALESTRA DELLA "CASA DELLO STUDENTE" ROMA
RAPP. 120
1937. ROMA

B

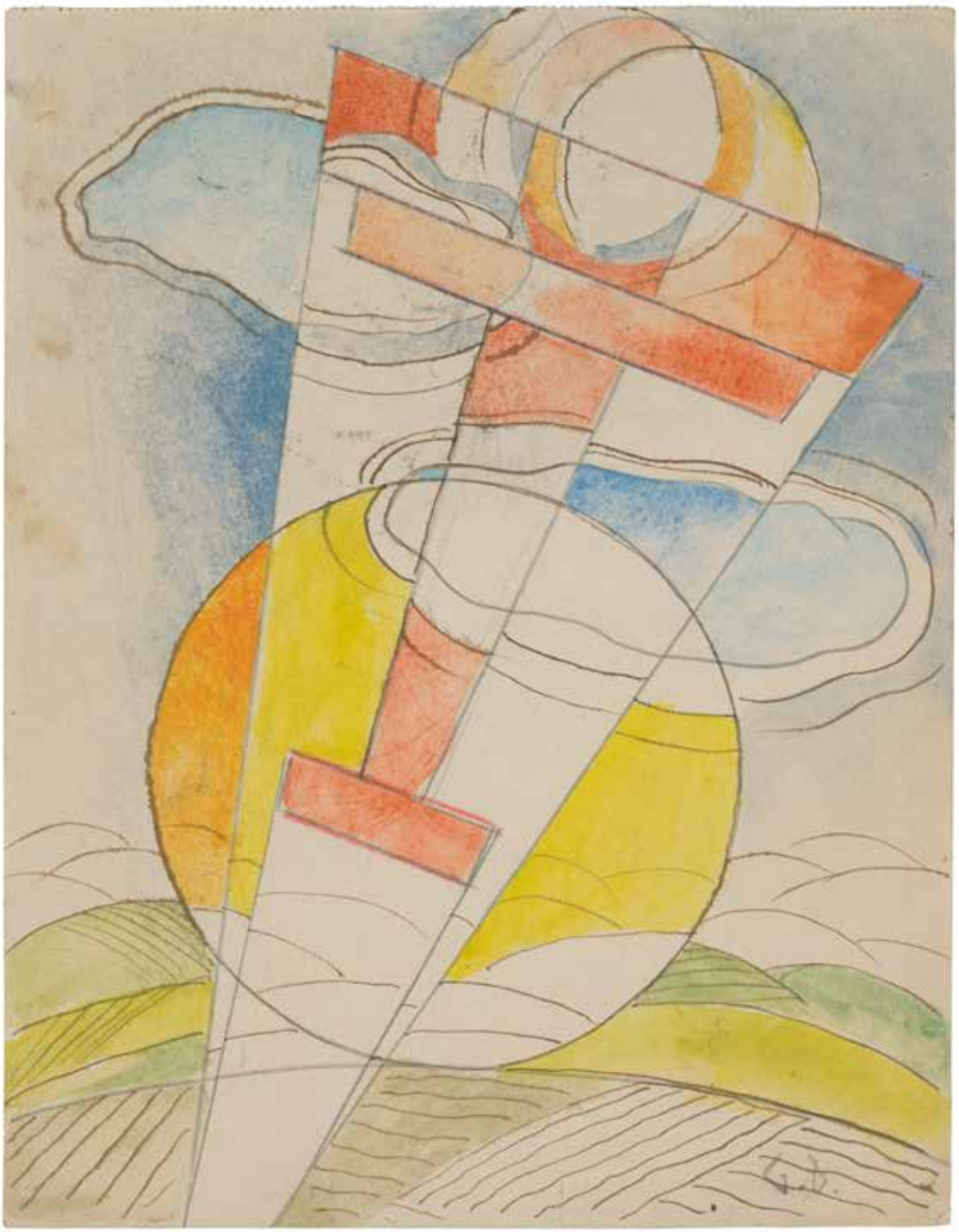
54 AR
**GIULIO D'ANNA (1908-1978)**
*Ascensione aerea + paesaggio*
signed with the artist's initials 'G. D.' (lower right)
watercolour, pen and ink and pencil on paper
*23.1 x 18cm (9 1/8 x 7 1/16in).*
Executed *circa* 1931 - 1932

**£3,000 - 5,000**
**€3,400 - 5,700**
**US$4,300 - 7,100**

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

**Provenance**
Private collection, Milan.
Acquired from the above by the present owner in 2015.


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



**PROPERTY FROM A PRIVATE ROME COLLECTION**

55 AR
**MINO DELLE SITE (1914-1996)**
*Motivo di decorazione futurista*
signed 'DELLE SITE.' (centre), dated '33' (centre right) and inscribed 'MOTIVO DI DECORAZIONE FUTURISTA' (lower centre)
coloured pencils and pencil on paper
*21.2 x 12cm (8 3/8 x 4 3/4in).*
Executed in 1933

**£2,000 - 3,000**
**€2,300 - 3,400**
**US$2,800 - 4,300**

The authenticity of this work has kindly been confirmed by the Archivio Mino Delle Site.

**Provenance**
Archivio Mino Delle Site, Rome.
Private collection, Rome (acquired from the above, *circa* late 1990s).

**Literature**
C. L. Delle Site, *Mino Delle Site, Centenario*, e-book, 2014 (illustrated).


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

DELLE SITE.
33
MOTIVO DI DECORAZIONE FUTURISTA

56 AR
**MASSIMO CAMPIGLI (1895-1971)**
*Donne e tavolini*
signed and dated 'CAMPIGLI 53' (lower right)
oil on canvas
*60 x 41cm (23 5/8 x 16 1/8in).*
Painted in 1953

**£12,000 - 18,000**
**€14,000 - 21,000**
**US$17,000 - 26,000**

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

**Provenance**
Private collection, Italy.
Thence by descent to the present owner.



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

**PROPERTY FROM A PRIVATE ENGLISH COLLECTION**

57 AR
**GIORGIO DE CHIRICO (1888-1978)**
Cavalli e cavaliere in riva al mare
signed 'G. de Chirico' (lower right)
oil on burlap
*46 x 55cm (18 1/8 x 21 5/8in).*
Painted *circa* 1934

**£50,000 - 70,000**
**€57,000 - 80,000**
**US$71,000 - 99,000**

**Provenance**
Private collection (acquired directly from the Musée de l'Athénée exhibition, 1934);
their sale, Sotheby's, London, 1 December 1982, lot 65.
Private collection, UK (acquired at the above sale).
Thence by descent to the present owner.

**Exhibited**
Geneva, Musée de l'Athénée, *Exposition d'Art Italien*, 22 September – 18 October 1934, no. 34 (titled 'Chevaux au bord de la mer').

**Literature**
M. Fagiolo dell'Arco, *Giorgio de Chirico / Altri enigmi. Opere dal 1914 al 1970, disegni, acquarelli, tempere, progetti per illustrazioni e per incisioni, figurini e scene teatrali*, Reggio Emilia, 1983, pl. f (illustrated p. 66, titled 'Cavalli e cavalieri al mare' and incorrectly catalogued as gouache).
M. Fagiolo dell'Arco, *I bagni misteriosi, de Chirico negli anni Trenta: Parigi, Italia, New York*, Milan, 1991, no. 19 (illustrated p. 184, titled 'Dioscuro').
M. Fagiolo dell'Arco, *De Chirico. Gli anni Trenta*, Milan, 1995, no. 19 (illustrated p. 184, titled 'Dioscuro').
Fondazione Giorgio e Isa de Chirico (eds.), *Giorgio de Chirico, catalogo generale - Opere dal 1912 al 1976*, Vol. I, Falciano, 2014, no. 123 (illustrated p. 139).


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

G. de Chirico

58 AR
**GIORGIO DE CHIRICO (1888-1978)**
*Torneo*
signed 'g. de chirico' (lower right)
oil on canvas board
*21 x 26.8cm (8 1/4 x 10 9/16in).*
Painted *circa* 1945

**£22,000 - 28,000**
**€25,000 - 32,000**
**US$31,000 - 40,000**

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

**Provenance**
Private collection, Italy, by 1960.

After his return to Milan with second wife Isabella Pakszwer Far in 1939, de Chirico became heavily influenced by Peter Paul Rubens and the drama, grandeur and exuberance of the Baroque artists. This prompted a development in his painting that was noted in his *Memoirs* as the third profound 'revelation' that defined his artistic career. De Chirico's appreciation of the Baroque style was as much of a nostalgic *homage* to the glittering era of 'great painting' as a self-conscious positioning of himself (in contrast to his contemporaries) among the Old Masters. This endeavour culminated in a semi-ironic visualisation of the artist as 'Pictor Optimus' - a series of self-portraits in historic costume, many of which bear explicit references to celebrated Old Master paintings. *Torneo*, with its jousting knights and imperial flourishes, issues decisively from this neo-Baroque period of the artist's *oeuvre* and was executed shortly after de Chirico's first public presentation of his new style in his own room at the 1942 Venice Biennale. In contrast to his earlier paintings of the 1920s, where the horses appear in mythical landscapes as calm, stylised creatures reminiscent of classical monuments, the animals of *Torneo* are animated with a veritable sense of vitality and movement. The scene overall is also rendered with a greater attention to detail and accurate modelling which serves to more emphatically underscore the references to dramatic history painting and to imbue the work with the grandiose atmosphere of Baroque art.


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

**PROPERTY FROM AN IMPORTANT CZECH COLLECTION**

59 AR
**ANDRE LHOTE (1885-1962)**
*Vue de Vic-sous-Thil*
signed 'A. LHOTE.' (lower right)
oil on canvas
*37.8 x 46cm (14 7/8 x 18 1/8in).*
Painted *circa* 1920

**£28,000 - 32,000**
**€32,000 - 37,000**
**US$40,000 - 45,000**

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

**Provenance**
Galerie André Gombert, Le Blanc-Mesnil.
Private collection, France; their sale, Christie's, Paris, 2 December 2010, lot 59.
Private collection, Czech Republic (acquired at the above sale).

**Exhibited**
Prague, Galerie Diamant, *Dialogy v obrazech*, 4 April - 30 May 2014.


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

A.LHOTE.

60
**ODILON REDON (1840-1916)**
*Profils de Hollandaises*
signed 'Od. R.' (lower left)
gouache, watercolour and pencil on paper
*17.6 x 25cm (6 15/16 x 9 13/16in).*

**£18,000 - 22,000**
**€21,000 - 25,000**
**US$26,000 - 31,000**

**Provenance**
Armand Parent Collection, Paris, *circa* 1923.
John A. Holabird Collection, Chicago, *circa* 1928.
Thence by descent; their sale, Christie's, New York, 7 May 2008, lot 104.
Private collection, UK (acquired at the above sale).
Acquired from the above by the present owner, in 2015.

**Exhibited**
Paris, Galerie Bernheim-Jeune & Cie., *Paysages d'après nature (peinture à l'huile): aquarelles et dessins par Odilon Redon, 1840 – 1916*, 18 - 28 April 1917, no. 41 (titled 'Cinq têtes embéguinées').
Paris, Musée des Arts Décoratifs, *Odilon Redon: exposition rétrospective de son oeuvre*, March 1926, no. 161 (titled 'Quatre aquarelles', dated *circa* 1915).
New York, De Hauke & Co., *Odilon Redon*, November 1928, no. 45.
Chicago, Art Institute of Chicago, *Odilon Redon, Paintings, Pastels and Drawings*, 1928 - 1929, no. 35.
New York, Museum of Modern Art, *Lautrec - Redon*, 1 February - 2 March 1931, no. 83 (titled 'Dutch girls').

**Literature**
A. Mellerio, *Odilon Redon, peintre, dessinateur et graveur*, Paris, 1923 (illustrated p. 107).
'Notable Works of Art Now in the Market', in *The Burlington Magazine*, June 1963, pl. XIV.
K. Berger, *Odilon Redon: Phantasie und Farbe*, Cologne, 1964, no. 518, p. 220 (titled 'Fünf Holländerinnen in Profilansicht').
A. Wildenstein, *Odilon Redon, catalogue raisonné de l'oeuvre peint et dessiné*, Vol. I, *Portraits et figures*, Paris, 1992, no. 272 (illustrated p. 116).
M.-P. Salé, 'Redon et ses collectionneurs', in R. Rapetti, *Odilon Redon, prince du rêve, 1840 - 1916*, exh. cat., Paris & Montpellier, 2011, p. 51.


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

**PROPERTY FROM A PRIVATE FLORIDA COLLECTION**

61 * AR
**BALTHUS (BALTHASAR KLOSSOWSKI DE ROLA) (1908-2001)**
*Etude pour Jeune fille endormie (Portrait de Jeannette)*
signed 'Balthus' (lower right)
pencil on buff paper
*30.7 x 41.9cm (12 1/16 x 16 1/2in).*
Executed in 1943

**£80,000 - 120,000**
**€92,000 - 140,000**
**US$110,000 - 170,000**

**Provenance**
Henriette & André Gomès Collection, Paris (acquired directly from the artist);
their sale, Francis Briest, Paris, 17 June 1997, lot 22.
The Dover Street Gallery, London.
Private collection, Los Angeles; their sale, Bonhams, New York, 11 May 2016, lot 33.
Private collection, Florida (acquired at the above sale).

**Literature**
J. Clair & V. Monnier, *Balthus, catalogue raisonné de l'oeuvre complet*, Paris,
1999, no. D 501 (illustrated p. 229).


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

62
**MARY CASSATT (1844-1926)**
*Head of a baby with his finger in his mouth (Portrait of George Fiske Hammond)*
stamped twice with the *Mathilde X* collection stamp (lower left and verso)
pastel on blue paper laid down on card
*52.2 x 47cm (20 9/16 x 18 1/2in).*
Executed in Boston in 1898

**£60,000 - 80,000**
**€69,000 - 92,000**
**US$85,000 - 110,000**

**Provenance**
Mathilde Valet Collection, the artist's housekeeper, Château de Beaufresne, Le Mesnil-Théribus (bequeathed by the artist in 1927); her sale, Paris, Hôtel Drouot, 30 March 1931, lot 72.
Galerie Jacques Dubourg, Paris, by 1961.
Charles E. Slatkin Galleries, New York.
Carole Slatkin Collection, New York (by descent from the above, by 1978).
David Tunick Ltd., New York.
Private collection, New York (acquired from the above in 2005).
Acquired from the above by the present owner, *circa* 2015.

**Exhibited**
Paris, Galerie Jacques Dubourg, 1961, no. 90.
New York, Charles E. Slatkin Galleries, *Drawings, Pastels, Watercolors*, n. d. (1965 - 1967), no. 98 (titled 'Head of a child').
Washington D.C., National Collection of Fine Arts, Smithsonian Institution, *Mary Cassatt, Pastels and Color Prints*, 24 February - 30 April 1978, no. 24.

**Literature**
A. Dohme Breeskin, *Mary Cassatt: A Catalogue Raisonné of the Oils, Pastels, Watercolors and Drawings*, Washington D.C., 1970, no. 320 (illustrated p.140; dated *circa* 1900).


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

# MARY CASSATT

## *Portrait of George Fiske Hammond*

Throughout her career, Mary Cassatt explored the subject of children time and again with a talented sense of familiarity and tenderness. *Head of a baby with his finger in his mouth (Portrait of George Fiske Hammond)* is a charming portrait of a toddler, only one year old, depicted by the artist at the peak of her career.

Cassatt executed the present work in Boston in 1898 during one of the last visits to her homeland. American by birth, she moved to Paris in 1865 where she took private drawing lessons and quickly gained the recognition of the jury of the Salon, at which she exhibited her works consistently from 1868 to 1876. In 1877 thanks to the acquaintance of Edgar Degas, an artist Cassatt highly admired, she began to move away from her academic training towards the more spontaneous Impressionist style. Her paintings started to accentuate the effects of light and atmosphere through more impulsive and fragmented brushstrokes, and displayed an interest in modern women in Parisian society as well as familial domestic scenes. She became the only American artist to join the Impressionist group in Paris, which at the time was formed by distinguished names such as Degas, Monet, Morisot and Renoir, among others.

Degas had a significant influence on Cassatt's artistic development, introducing her to new techniques such as lithography and pastels. She greatly admired Degas' pastels, as stated in 1915: 'How well I remember nearly forty years ago seeing for the first time Degas's pastels in the window of a picture dealer in the Boulevard Haussman. I would go and flatten my nose against that window and absorb all I could of his art. It changed my life. I saw art then as I wanted to see it' (M. Cassatt, quoted in L. W. Havemeyer, *Sixteen to Sixty*, New York, 1961, p. 275).

Edgar Degas (1834 - 1917), *At the Milliner's,* c. 1882, Museum of Modern Art, New York.

By the 1890s, pastel had become Cassatt's preferred medium, and indeed was the only art material she took with her on her trip to America at the end of the decade. Between January 1898 and April 1899, she travelled to Philadelphia, New York and Boston visiting friends and undertaking portrait commissions, resulting 'in some of the artist's most brilliant pastels' (A. D. Breeskin, *Mary Cassatt: Pastel and Color Prints*, Washington D. C., 1978, p. 15). Among them, the Hammond family commissioned three portraits of their young children. The present work portrays their youngest child George Fiske Hammond and is a study for the finished pastel of the same year, *Portrait of Gardiner G. Hammond and George Fiske Hammond*, depicting the toddler with his elder brother Gardiner, resting his arm on the baby's shoulder in an affectionate embrace.

Cassatt remarked to Harris Whittemore in 1898, the year this work was executed, that pastel was 'the most satisfactory medium for [portraying] children' (M. Cassatt, quoted in J.

Barter, *Mary Cassatt, Modern Woman*, exh. cat., Chicago, 1998, p. 221). Harriet K. Stratis proposes that 'it may have been the velvety and tactile qualities of medium that led her to associate its use with the depiction of youth. The spontaneity that pastel allowed was surely an advantage when drawing children who could or would not sit still for long periods of time' (*Ibid*, p. 221). Cassatt apparently set up a studio in the Hammond family house from which the parents were strictly forbidden, asking a nursemaid to read to the children and tell stories to keep them occupied.

As *Head of a baby with his finger in his mouth(Portrait of George Fiske Hammond)* demonstrates, pastel allowed her to capture the intensity of light and tone in rapid, expressive strokes conveying a natural sense of liberty and immediacy. The present work is typical of Cassatt's preparatory sketches, which exclude any background detail to focus on the sitter's face: neither embellished clothing nor indication of where the scene takes place divert the attention of the spectator who is left to engage with the distant gaze of the toddler. Harriet K. Stratis observes: 'over the years that had intervened since Cassatt's early collaboration with Degas, two opposing tendencies emerged in her pastel technique. While she would always retain a high degree of finish in her sitters' faces, she abandoned this treatment in their garments and surroundings. Certainly, this attachment to physiognomic detail was driven in part by her desire as a portraitist to render an accurate likeness' (J. Barter, *Mary Cassatt: Modern Woman*, New York, 1998, pp. 217 - 19).

Mary Cassatt (1844 - 1926), *Portrait of Gardiner G. Hammond and George Fiske Hammond,* 1898, Private collection.

Mary Cassatt (1844 - 1926), *Portrait of Frances L. Hammond as a Child,* 1898, Private collection.

Careful consideration is given to the child's expression and the detail and texture of his features, which Cassatt builds up with gentle strokes, demonstrating the vibrancy of her mature style. The artist chooses only a few pale colours such as delicate pinks for the skin, flashes of white heightening that brings luminosity to the composition and different shades of browns to define the contours, the hair and the eyes of the boy. Cassatt skillfully defines the child's expressive eyes, the delicately applied porcelain tones of the skin render it satiny and soft, and the charmingly awkward pose of the baby distractively sucking his finger conveys a sense of naturalness and tenderness, qualities for which Cassatt was greatly admired.

Whilst the three finished pastels of the Hammond children remained in the family for many decades, the present study was found in Cassatt's studio at her death in 1926 and according to the artist's will, was gifted to her housekeeper Mathilde Valet.

**PROPERTY FROM A PRIVATE FRENCH COLLECTION**

63
**BERTHE MORISOT (1841-1895)**
*Le port de Gorey*
stamped with the artist's signature (lower left)
oil on canvas
*46 x 55.8cm (18 1/8 x 21 15/16in).*
Painted in Jersey in June 1886

**£40,000 - 60,000**
**€46,000 - 69,000**
**US$57,000 - 85,000**

**Provenance**
Julie Manet & Ernest Rouart Collection, Paris (by descent from the artist).
M. & Mme Denis Rouart Collection, Neuilly-sur-Seine (by descent from the above).
Thence by descent to the present owner.

**Exhibited**
Paris, Galerie Durand-Ruel, *Berthe Morisot (Madame Eugène Manet), exposition de son oeuvre*, 5 - 23 March 1896, no. 145 (titled 'Jersey').
Paris, Galerie Bernheim-Jeune, *Exposition d'oeuvres de Berthe Morisot*, 6 - 24 May 1929, no. 93 (titled 'Jersey').
London, Leicester Galleries, *Berthe Morisot*, March - April 1930, no. 48.
Tokyo, Seiji Togo Memorial Sompo Japan Museum of Art, *Berthe Morisot, A Retrospective*, 15 September - 25 November 2007, no. 28.

**Literature**
M. -L. Bataille & G. Wildenstein, *Berthe Morisot, catalogue des peintures, pastels et aquarelles*, Paris, 1961, no. 198 (illustrated).
A. Clairet, D. Montalant & Y. Rouart, *Berthe Morisot 1841 - 1895, catalogue raisonné de l'oeuvre peint*, Montolivet, 1997, no. 202 (illustrated p. 213).


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

64
**PIERRE-AUGUSTE RENOIR (1841-1919)**
*Fraises*
oil on canvas
*10.6 x 20.2cm (4 3/16 x 7 15/16in).*
Painted *circa* 1908

**£50,000 - 70,000**
**€57,000 - 80,000**
**US$71,000 - 99,000**

This work will be included in the forthcoming *Pierre-Auguste Renoir Digital Catalogue Raisonne*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

**Provenance**
Maurice Gangnat Collection, Paris (acquired directly from the artist *circa* 1908).
Private collection, France (by descent from the above); their sale, Hôtel Drouot, 24 - 25 June 1925, lot 52.
Alphonse Kann Collection, Paris (acquired at the above sale).

**Literature**
G. -P. & M. Dauberville, *Renoir, catalogue raisonné des tableaux, pastels, dessins et aquarelles*, Vol. IV, *1903 - 1910*, Paris, 2012, no. 2759 (illustrated p. 62).


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

65
**PIERRE-AUGUSTE RENOIR (1841-1919)**
*Trois roses*
signed 'Renoir' (lower right)
oil on canvas
*17.7 x 18.7cm (6 15/16 x 7 3/8in).*
Painted *circa* 1915 - 1919

**£70,000 - 100,000**
**€80,000 - 110,000**
**US$99,000 - 140,000**

This work will be included in the forthcoming *Pierre-Auguste Renoir Digital Catalogue Raisonne*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

**Provenance**
Galerie de l'Elysée, Paris.
J. Weill Collection, Zurich.
Galerie Römer, Zurich.
Private collection, South Germany.
Acquired from the above by the present owner.

**Literature**
G. -P. & M. Dauberville, *Renoir, catalogue raisonné des tableaux, pastels, dessins et aquarelles*, Vol. V, *1911 - 1919*, Paris, 2014, no. 4041 (illustrated p. 238).


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

**PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION**

66
**LESSER URY (1861-1931)**
*Dame mit Hund im Tiergarten, Berlin*
signed 'L. Ury.' (lower left), signed again, inscribed and dated 'Herrn Wilhelm Kirschner z. freundl. Erinnerung Lesser Ury 7 Nov. 1920' (lower right)
charcoal on buff board
*51.8 x 35.5cm (20 3/8 x 14in).*
Executed in Berlin on 7 November 1920

**£8,000 - 12,000**
**€9,200 - 14,000**
**US$11,000 - 17,000**

The authenticity of this work has kindly been confirmed by Dr. Sibylle Groß.

**Provenance**
Wilhelm Kirschner Collection, Berlin (a gift from the artist).
Siegbert Eick Collection, Cape Town, by early 1930s.
Walter Katz Collection, Cape Town (acquired from the above between 1940 – 1950).
Private collection, UK (by descent from the above).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**PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION**

67
**LESSER URY (1861-1931)**
*Allee im Tiergarten, Berlin*
signed and dated 'L. Ury 1919' (lower right)
charcoal on paper
*46.4 x 31.4cm (18 1/4 x 12 3/8in).*
Executed in September 1919

**£7,000 - 9,000**
**€8,000 - 10,000**
**US$9,900 - 13,000**

The authenticity of this work has kindly been confirmed by Dr. Sibylle Groß.

**Provenance**
Wilhelm Kirschner Collection, Berlin (a gift from the artist).
Siegbert Eick Collection, Cape Town, by early 1930s.
Walter Katz Collection, Cape Town (acquired from the above between 1940 – 1950).
Private collection, UK (by descent from the above).


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68
**MAURICE UTRILLO (1883-1955)**
*Vue de Pontoise*
signed 'Maurice UTRILLO. V.' (lower right)
oil on canvas
*60.6 x 81.7cm (23 7/8 x 32 3/16in).*
Painted *circa* 1913

**£100,000 - 150,000**
**€110,000 - 170,000**
**US$140,000 - 210,000**

The authenticity of this work has kindly been confirmed by the late Monsieur Jean Fabris.

**Provenance**
Dikran Khan Kélékian Collection, Paris & New York; his sale, The American Art Galleries, New York, 30 - 31 January 1922, lot 72 (titled 'Effet de neige').
Scott & Fowles, New York.
Arthur Sachs Collection, Paris.
Private collection, Paris (acquired from the above).
Thence by descent to the previous owner; their sale, Christie's, London, 7 February 2007, lot 366.
Acquired at the above sale by the present owner.

**Exhibited**
San Francisco, Palace of the Legion of Honor, *Nineteenth Century French Paintings from the Collection of Mr. Arthur Sachs*, 21 October - 30 November 1950.
Paris, Pinacothèque de Paris, *Valadon - Utrillo: Au tournant du siècle à Montmartre, de l'Impressionnisme à l'Ecole de Paris*, 6 March - 15 September 2009, no. 56.

Maurice Utrillo's prominence in the Post-Impressionist movement rests largely on his accomplishments as a self-taught artist and his unique ability to move fluidly through artistic movements. Not singularly classicist, realist, Expressionist, or Impressionist, he adopted techniques from all of them.

Utrillo is best known for his paintings of Parisian life and familiar suburbs, with the recurring theme of the streets and hills of the Montmartre. His technique developed organically through observation of the places surrounding him, rather than through formal instruction. His upbringing, surrounded by artists in the bohemian communities of Paris, impacted him greatly by creating an intrinsic sense of place within him. The streets of Paris and its envirous would forever be his muse, and the artistic movements developed there existed for his borrowing, as he created a style entirely of his own.

Utrillo's *période blanche*, beginning *circa* 1910, marked a distinct shift in style as he moved towards the use of shades of white to depict his city scenes. *Vue de Pontoise* painted *circa* 1913 sits centrally in the span of this period and is a quintessential example of Utrillo's work. In this mid-winter scene, Utrillo uses the colour white to denote season, passage of time, and distance, as the town recedes into the background, the trees creating a horizon that connects earth and sky.

Utrillo's signature alleyways, winding avenues, and colour palette are depicted here, all working together to draw the viewer in, thereby making them feel the cold reality of this quiet street scene. Here we are granted a moment of clarity, a clear view on a winter day in France, surrounded by the calm and quiet that accompanies a snow covered landscape.


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

**PROPERTY FROM AN IMPORTANT CZECH COLLECTION**

69
**HENRI LE SIDANER (1862-1939)**
*Paysage de neige, Etaples*
signed 'H. LE SIDANER' (lower left)
oil on canvas
*19.3 x 27.3cm (7 5/8 x 10 3/4in).*
Painted in 1894

**£12,000 - 18,000**
**€17,000 - 23,000**
**US$21,000 - 28,000**

The authenticity of this work has kindly been confirmed by Monsieur Yann Farinaux-Le Sidaner. This work will be included in the forthcoming supplement to the *catalogue raisonné, Le Sidaner, l'oeuvre peint et gravé*, currently being prepared.

**Provenance**
Anon. sale, Sotheby's, New York, 7 October 2008, lot 52.
Private collection, Czech Republic (acquired at the above sale).

**Literature**
Y. Farinaux-Le Sidaner, *Henri Le Sidaner, paysages intimes*, Saint-Rémy-en-l'Eau, 2013 (illustrated p. 40).


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

**PROPERTY FROM A PRIVATE BELGIAN COLLECTION**

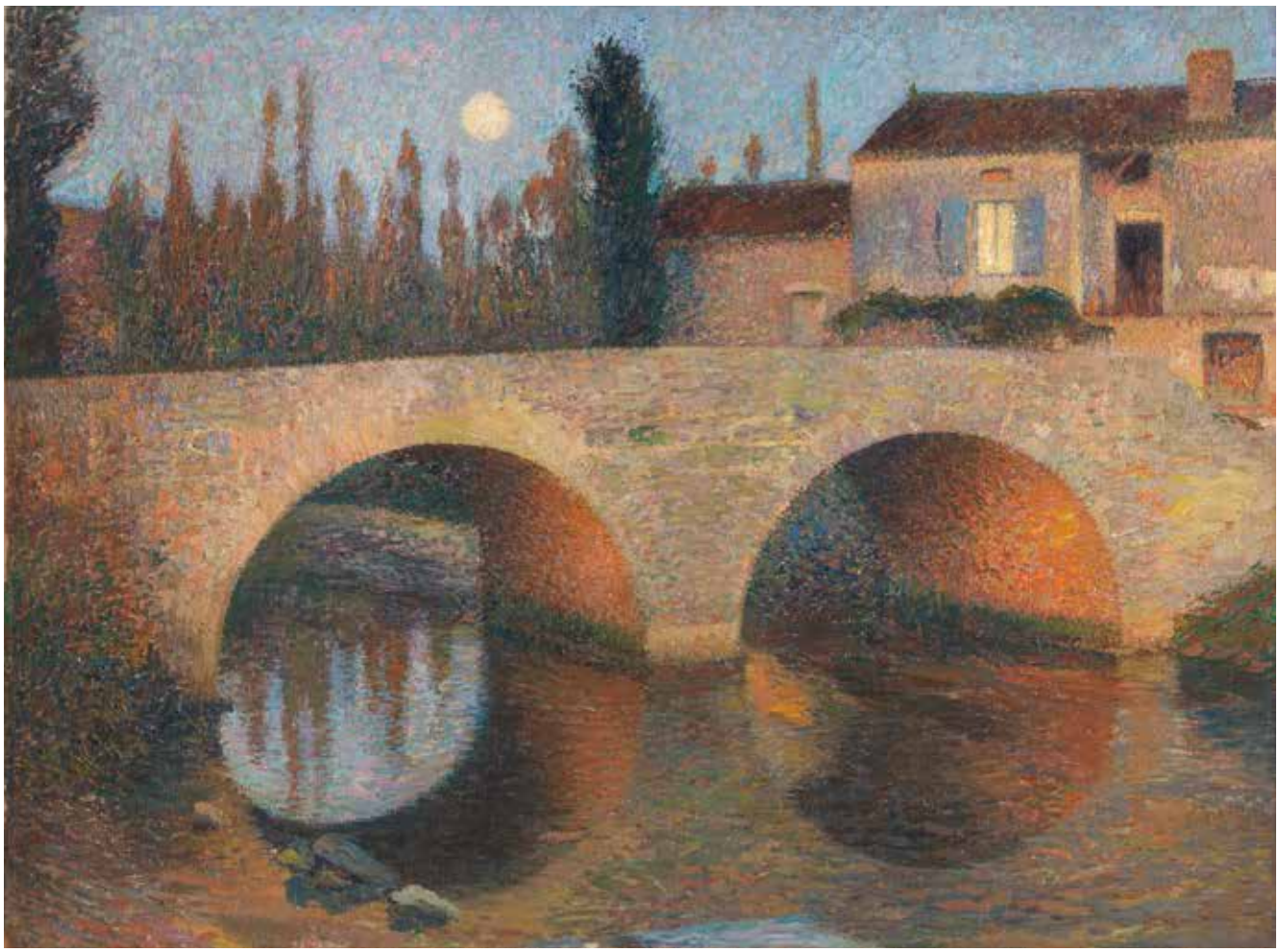
70
**HENRI MARTIN (1860-1943)**
*Pont de Labastide du Vert au clair de lune*
signed 'Henri Martin' (lower right)
oil on canvas
*68.4 x 91.2cm (26 15/16 x 35 7/8in).*

**£100,000 - 150,000**
**€110,000 - 170,000**
**US$140,000 - 210,000**

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

**Provenance**
Private collection, France.
Private collection, Paris; their sale, Sotheby's, Paris, 1 June 2016, lot 41.
Private collection, Belgium (acquired at the above sale).


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



# HENRI MARTIN

## *Pont de Labastide du Vert au clair de lune*

Henri Martin, 1882.

The present work shows one of Henri Martin's most iconic scenes, the bridge in the village of Labastide-du-Vert. It was in this small community in the Lot valley, Southern France, that Martin produced some of his greatest works. The tranquil village and idyllic rolling countryside that surrounded the artist's overlooking house, Marquayrol, presented ample inspiration for Martin who would become one of the most quintessential and significant Post-Impressionists.

Born in Toulouse in 1860 and after persuading his father to allow him to pursue his dream of being an artist, Martin attended a number of respectable artistic institutions. Following two years under the guidance of Jules Garipuy at the Toulouse School of Fine Arts, Martin was offered a scholarship in 1879 to study in the studio of Jean-Paul Laurens in Paris; a moment that is testimony to his natural ability from an early age. He received his first medal at the Paris Salon in 1883, holding his first exhibition three years later. It is in the subsequent stage of Martin's career that we see a monumental shift in the artist's style and it is this period that largely sculpted his success.

As a result of his Paris Salon medal a year earlier, Martin travelled on tour to Italy. Here, masters such as Giotto and Masaccio became the subject of his studies and attention. The resulting creative development is the growth of Martin's acute appreciation for natural light and the influence it has upon a painting; it becomes a major component to many of his works for the rest of his career with *Pont de Labastide du Vert au clair de lune* being no exception. Similarly, Martin's concentration on the bridge over the river Vert beneath perhaps comes as a result of this time amidst the majestic Italian cityscapes, with their classical architecture, the archways, waterways and connecting bridges.

Upon his return to Paris in 1889, Martin found influence in the Neo-Impressionists with whom we can see clear similarities in the Pointillism style; a particularly identifiable link is with the work of Martin's contemporary, Georges Seurat. Furthermore, Martin employs the Divisionist technique that gives his works a somewhat ethereal effect. This is an immense shift away from his early use of a more academic technique that focused on idealised historical, classical and Biblical characters and events popularised by the Paris Salon, towards the more natural, agricultural imagery we see in *Pont de Labastide du Vert au clair de lune* and much of his *oeuvre*.

The turn of the century marked a pivotal moment in both the life and career of Martin. Having grown increasingly weary of Parisian life, coupled with his shy, introverted character, Martin finally purchased the pastoral farmhouse of Marquayrol that sat above Labastide-du-Vert. Not only detaching himself from busy Parisian life, Martin also moves his style and subject away from allegory and muses, instead focusing on the natural light and rhythm of Southern France's rural communities. As with the earlier Impressionists, Martin sought to capture the emotional and atmospheric aura of the countryside, along with its everchanging colours and textures of the seasons. The artist's son Jac Martin-Ferrières commented on his father's deep admiration for Claude Monet, claiming they both possessed a sensitivity that allowed them to truly interpret nature and create their characteristically joyous landscapes. In addition to his experiences in Italy, another source of inspiration for the bridge's

‘A poetical evocation hued by a thousand colours which can undoubtedly be called a work of art’

- J. Martin-Ferrières

Claude Monet (1887 – 1926), *Waterloo Bridge, effet de soleil,* 1903, Private collection.

repeat presence in his *oeuvre* could be as a result of Monet’s canvases of London in the early 1900s or the constant reimagining of his beloved Japanese bridge at Giverny. In *Waterloo Bridge, effet de soleil* - although Monet’s canvas employs a much looser, less structured depiction of a larger cityscape - we most certainly can see the influence Martin might have drawn from the artist he so admired. The centralised arcing structure linking the edges of both canvases allows for two distinct planes, the sky and the water, to form. The centralised beacons of light set in the sky and reflections upon the water illuminate each work respectively and are filled with a multitude of hues. Aside from the use of colour and the simplicity of the forms, the rigor with which the canvases are composed is masterful, enabling an almost magical grandeur of colourful, illuminated surface detail through a network of tiny brushstrokes. The early evening moonlit sky broken by the poplar trees coupled with the window light shining out over the water evokes a somewhat mythical aura, alluding to the allegorical imagery of the artist’s earlier work.

Throughout the remaining forty-three years of Henri Martin’s life we see him almost exclusively create scenes such as *Pont de Labastide du Vert au clair de lune* and the colourful, light-filled canvases of this period are thought to be some of his most successful works. It is in this phase that Martin finds his subject in the light-glazed rural landscape and forms his own iconic style; a network of quick brushstrokes with an expansive selection of playful colours became his instantly recognisable technique: ‘If I look at a fragment of Henri Martin’s canvas... I immediately recognise it... [Henri Martin’s] palette is an enchantment’ (J. Martin-Ferrières, *Henri Martin*, Paris, 1967, p. 42). Indeed, in the present work, Martin’s Pointillist array of blues and turquoises, with contrasting pink strokes carefully surrounding the distant moon, beautifully conjures an early summer’s eve. This Neo-Impressionist influence accentuates the gentle movement of the flowing stream, the quick, thin strokes of the brush allow the viewer to visualise the moonlit shimmering surface of the water. Martin’s Pointillist technique imparts both an intense stillness and sense of tranquil order to this blue, green and ochre panorama.

Henri Martin (1860 - 1943), *View of the Terrasse de Marquayrol, Labastide du Vert,* 1935, Private collection.

**PROPERTY FROM A PRIVATE UK COLLECTION**

71
**EUGENE BOUDIN (1824-1898)**
*Fervaques, la rue principale*
signed and inscribed 'à l'ami Jacquette E Boudin Fervaques' (lower right)
oil on board
*22.2 x 26.7cm (8 3/4 x 10 1/2in).*
Painted *circa* 1877 - 1881

**£20,000 - 30,000**
**€23,000 - 34,000**
**US$28,000 - 43,000**

**Provenance**
M. Jacquette Collection, Fervaques, France.
Galerie Frères Tédesco, Paris.
M. Knoedler & Co., London.
Private collection (acquired from the above in 1954); their sale,
Christie's, New York, 8 May 2002, lot 206.
Frost & Reed, London, no. 58644.
Private collection, UK (acquired from the above on 4 February 2005).

**Literature**
R. Schmit, *Eugène Boudin 1824 - 1898*, Vol. I, Paris, 1973,
no. 1204 (illustrated p. 415).


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

**PROPERTY FROM A PRIVATE BELGIAN COLLECTION**

72
**MAURICE UTRILLO (1883-1955)**
*La maison de Mimi Pinson à Montmartre*
signed 'Maurice, Utrillo, V,' (lower right)
oil on board
*39.8 x 54.5cm (15 11/16 x 21 7/16in).*
Painted *circa* 1948

**£35,000 - 55,000**
**€40,000 - 63,000**
**US$50,000 - 78,000**

**Provenance**
M. Jean Bellini Collection, Paris.
Cliché Y. Vaulé Collection, Paris.
Léo Netter Collection, Paris.
Thence by descent to the previous owner; their sale, Christie's, Paris, 31 March 2016, lot 237.
Private collection, Belgium (acquired at the above sale).

**Literature**
P. Pétridès, *L'oeuvre complet de Maurice Utrillo*, Vol. III, Paris, 1969, no. 2283 (illustrated p. 319).



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

**PROPERTY FROM A PRIVATE BELGIAN COLLECTION**

73
**MAXIMILIEN LUCE (1858-1941)**
*Le Tréport*
signed and dated 'Luce 37' (lower right) and faintly inscribed 'Le Tréport' (lower left)
oil on buff paper laid down on board
*26.3 x 40.7cm (10 3/8 x 16in).*
Painted in 1937

**£5,000 - 7,000**
**€5,700 - 8,000**
**US$7,100 - 9,900**

The authenticity of this work has kindly been confirmed by Madame Denise Bazetoux.

**Provenance**
Reid Gallery, London.
Ine R. Berman Collection (acquired from the above).
Worcester Art Museum, Worcester, no. E.51.03.6 (a gift from the above in 2003);
their sale, Sotheby's, New York, 7 December 2015, lot 118.
Private collection, Belgium (acquired at the above sale).


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

**PROPERTY FROM A PRIVATE BELGIAN COLLECTION**

74 AR
**LOUIS VALTAT (1869-1952)**
*Au bord de la mer*
signed 'L. Valtat' (lower right)
oil on canvas
*46.1 x 55.1cm (18 1/8 x 21 11/16in).*
Painted *circa* 1916

**£30,000 - 50,000**
**€34,000 - 57,000**
**US$43,000 - 71,000**

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

**Provenance**
Galerie Saint-Honoré, Paris (acquired in 1967).
Anon. sale, Christie's, New York, 17 May 1984, lot 345.
Private collection, Canada (acquired at the above sale); their sale, Sotheby's, New York, 6 May 2010, lot 405.
Private collection, UK (acquired at the above sale); their sale, Christie's, London, 3 February 2016, lot 390.
Private collection, Belgium (acquired at the above sale).


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

L.Valtat

**PROPERTY FROM A PRIVATE BELGIAN COLLECTION**

75
**HENRI LEBASQUE (1865-1937)**
*Sur le balcon, au Cannet*
signed 'Lebasque' (lower right)
oil on canvas
*81.5 x 54.6cm (32 1/16 x 21 1/2in).*
Painted *circa* 1925

**£45,000 - 65,000**
**€52,000 - 75,000**
**US$64,000 - 92,000**

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

**Provenance**
Hammer Galleries, New York.
Anon. sale, Blanche, Versailles, 10 June 1987, lot 95.
Anon. sale, Ader Picard & Tajan, Paris, 22 November 1987, lot 406.
Private collection, France (acquired at the above sale); their sale, Sotheby's, Paris, 1 June 2016, lot 71.
Private collection, Belgium (acquired at the above sale).

**Literature**
D. Bazetoux, *Henri Lebasque, catalogue raisonné*, Vol. I, Neuilly-sur-Marne, 2008, no. 1305 (illustrated p. 317).


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

**PROPERTY FROM A PRIVATE BELGIAN COLLECTION**

76 AR
**LOUIS VALTAT (1869-1952)**
*Femme à la pompe*
signed 'L. Valtat' (lower right)
oil on canvas
*100 x 81cm (39 3/8 x 31 7/8in).*
Painted *circa* 1905

**£40,000 - 60,000**
**€46,000 - 69,000**
**US$57,000 - 85,000**

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

**Provenance**
Indosuez Wealth Management Collection, France, no. 0019 (acquired in the 1970s);
their sale, Christie's, Paris, 31 March 2016, lot 211.
Private collection, Belgium (acquired at the above sale).

**Literature**
J. Valtat, *Louis Valtat, catalogue de l'oeuvre peint, 1869 - 1952*, Vol. I,
Paris, 1977, no. 619 (illustrated p. 69).


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

**PROPERTY FROM A PRIVATE ENGLISH COLLECTION**

77 AR
**MAURICE DE VLAMINCK (1876-1958)**
*Nature morte aux fleurs*
signed 'Vlaminck' (lower left)
oil on canvas
*46.2 x 38.1cm (18 3/16 x 15in).*

**£28,000 - 32,000**
**€32,000 - 37,000**
**US$40,000 - 45,000**

This work will be included in the forthcoming *Maurice de Vlaminck Digital Critical Catalogue*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

**Provenance**
Galerie Zak, Paris (possibly acquired from the artist's studio).
Lady Isabelle Vischer Collection, UK (acquired from the above *circa* 1930).
John & Lindie Vischer Collection, UK (a gift from the above in 1956).
Thence by descent to the present owners.


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

78 AR
**GEORGES D'ESPAGNAT (1870-1950)**
*Le hamac*
signed with the artist's initials 'G d E' (lower left)
oil on canvas
*65.9 x 54.5cm (25 15/16 x 21 7/16in).*
Painted in 1906

**£18,000 - 25,000**
**€21,000 - 29,000**
**US$26,000 - 35,000**

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

**Provenance**
Galerie Durand-Ruel, Paris.
Anon. sale, Sotheby's, London, 25 June 1997, lot 296.
Anon. sale, Eric Pillon Enchères, Calais, 29 June 2003, lot 102.
Private collection, Monaco (acquired at the above sale).


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

**PROPERTY FROM A PRIVATE TEXAN COLLECTION**

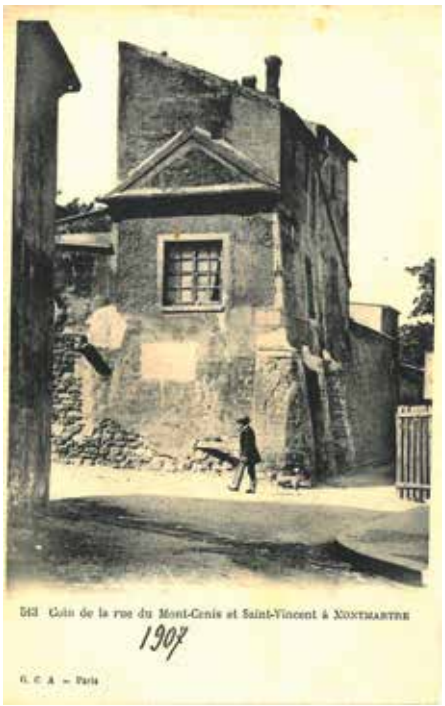
79 *
**MAURICE UTRILLO (1883-1955)**
*Coins des rues Mont-Cenis et Saint-Vincent, Montmartre*
signed 'Maurice, Utrillo, V,' (lower right); inscribed 'Paris Montmartre 18 Arrt Coin des rues du Mont-Cenis et Saint-Vincent Maurice, Utrillo, V' (verso)
oil on canvas
*45 x 38cm (17 11/16 x 14 15/16in).*
Painted *circa* 1918 - 1920

**£35,000 - 55,000**
**€40,000 - 63,000**
**US$50,000 - 78,000**

The authenticity of this work has kindly been confirmed by the Association Maurice Utrillo. This work will be included in the forthcoming supplement to the Maurice Utrillo *catalogue raisonné*, currently being prepared.

**Provenance**
Florence Fels Collection, Paris.
Anon. sale, Sotheby's, London, 19 June 1963, lot 95.
Ms. Driser Collection (acquired at the above sale).
Galerie Stiebel, Paris.
Private collection, Texas (acquired from the above in 1964).
Thence by descent to the present owner.

**Literature**
P. Pétridès, *L'oeuvre complet de Maurice Utrillo*, Vol. III, Paris, 1969, no. 1272 (illustrated p. 17).



The corner of rue du Mont-Cenis and rue Saint-Vincent, Montmartre, 1907.


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

RUE
DU
MONTCENIS

**PROPERTY FROM A PRIVATE UK COLLECTION**

80 AR
**MAURICE DE VLAMINCK (1876-1958)**
*Rue de village*
signed 'Vlaminck' (lower left)
oil on canvas
*54.2 x 65.2cm (21 5/16 x 25 11/16in).*
Painted *circa* 1920 - 1924

**£40,000 - 60,000**
**€46,000 - 69,000**
**US$57,000 - 85,000**

This work will be included in the forthcoming *Maurice de Vlaminck Digital Critical Catalogue*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

**Provenance**
Probably Charles Sebag-Montefiore Collection, UK.
Nancy Erdrich (née Sebag-Montefiore) Collection, Montreal (possibly a gift from the above *circa* 1940s).
Thence by descent to the present owner, UK.


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

81 *
**PIERRE-AUGUSTE RENOIR (1841-1919)**
*Esquisse de la Maison de la Poste, fragment*
stamped with the artist's signature (lower left)
oil on canvas
*16 x 19.1cm (6 5/16 x 7 1/2in).*
Painted in 1907

**£40,000 - 60,000**
**€46,000 - 69,000**
**US$57,000 - 85,000**

This work will be included in the forthcoming *Pierre-Auguste Renoir Digital Critical Catalogue*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

**Provenance**
Gustav Ucicky & Ingeborg Anna Pippig Collection, *circa* 1950s.
Private collection, Colorado (by descent from the above).

**Literature**
J. & G. Bernheim-Jeune, *Renoir's Atelier*, San Francisco, 1989, no 349 (illustrated pl. 110, as part of a larger composition titled 'Deux esquisses de la poste (Cagnes)').


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

82 * AR
**BALTHUS (BALTHASAR KLOSSOWSKI DE ROLA) (1908-2001)**
*Nu debout*
signed with the artist's monogram 'B.' (upper left)
pencil on paper
*26.8 x 20.9cm (10 9/16 x 8 1/4in).*
Executed *circa* 1948

**£7,000 - 10,000**
**€8,000 - 11,000**
**US$9,900 - 14,000**

**Provenance**
Private collection, New York.
Thence by descent to the present owner.

**Literature**
V. Monnier & J. Clair, *Balthus, catalogue raisonné de l'oeuvre complet*, Verona, 1999, no. D622 (illustrated p. 249).

This evocative drawing probably depicts Georgette Coslin, one of Balthus' favourite models, and was made in connection with the painting *Jeune fille à sa toilette*, now in a private collection (V. Monnier & J. Clair, *ibid*, no. P188). The present work, and by extension the painting, can be dated with some certainty to 1948 since the previously unpublished *verso* of this drawing shows a relatively advanced study for Balthus' set design for Albert Camus' *L'Etat de Siège*, which received its first performance at the Théâtre Marigny, Paris, on 27 October 1948.


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

83 *
**MAURICE DENIS (1870-1943)**
*Ange agenouillé en prière*
signed with the artist's monogram (lower left)
black, white and blue chalk and pencil on buff paper
*49.7 x 38.3cm (19 9/16 x 15 1/16in).*
Executed *circa* 1901

**£2,000 - 3,000**
**€2,300 - 3,400**
**US$2,800 - 4,300**

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

**Provenance**
Dr. Georg Swarzenski Collection, Massachusetts.
Thence by descent from the above; their sale, Bonhams, New York, 11 May 2016, lot 3.
Private collection, Florida (acquired at the above sale).


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

**PROPERTY FROM A PRIVATE ENGLISH COLLECTION**

84
**GUSTAV KLIMT (1862-1918)**
*Auf dem Rücken liegender Akt nach rechts*
stamped with the artist's *Nachlass* stamp (lower left)
red crayon on Japan paper
*34.8 x 55.1cm (13 11/16 x 21 11/16in).*
Executed *circa* 1905 - 1906

**£4,000 - 6,000**
**€4,600 - 6,900**
**US$5,700 - 8,500**

**Provenance**
Private collection, Vienna.
Galerie Christian M. Nebehay GmbH., Vienna (acquired from the above).
Private collection, UK (acquired from the above on 17 June 1981).
Private collection, UK.

**Exhibited**
Vienna, Christian M. Nebehay GmbH., *Handzeichnungen des XVI. - XX. Jahrhunderts*, 1981, no. 77 (titled 'Liegender weiblicher Akt über die Füße ein durchscheinender Stoff gebreitet', incorrectly dated *circa* 1916).

**Literature**
A. Strobl, *Gustav Klimt, Die Zeichnungen*, Vol. II, *1904 - 1912*, Salzburg, 1982, no. 1455 (illustrated p. 91).


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

85
**JOSEF SCHARL (1896-1954)**
*Mann mit rotem Kragen*
signed and dated 'Jos. Scharl 1933.' (lower right)
oil on canvas
*46.2 x 38.2cm (18 3/16 x 15 1/16in).*
Painted in 1933

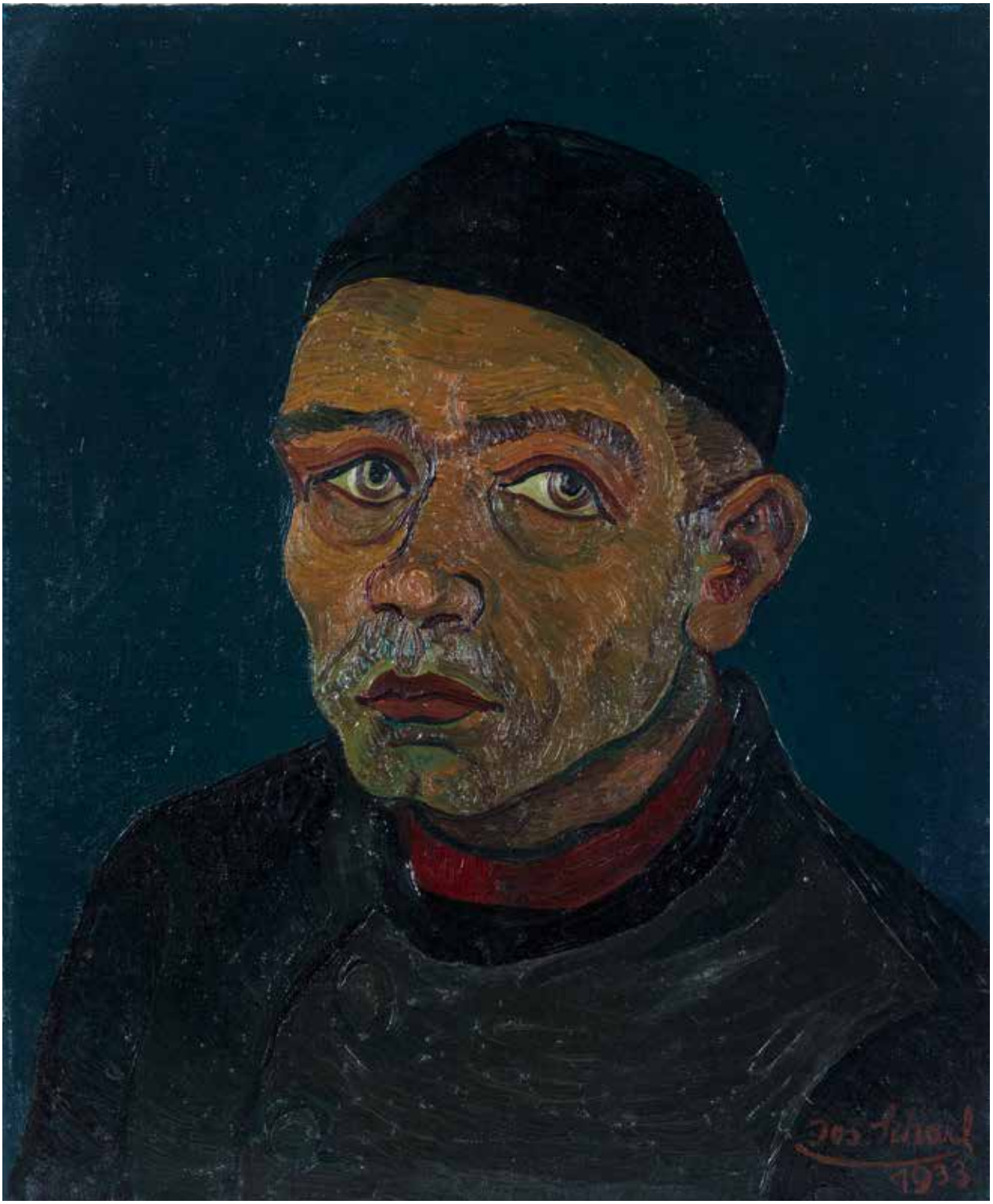
**£5,000 - 7,000**
**€5,700 - 8,000**
**US$7,100 - 9,900**

The authenticity of this work has kindly been confirmed by Herr Peter Bronner.

**Provenance**
John Lawrence Collection, Cheltenham, UK.
Stephanie Evans-Lawrence Collection, Cheltenham, UK
(by descent from the above, late 1940s).
Private collection, Cheltenham, UK.
Thence by descent to the present owner.

Mr. John Lawrence travelled to Germany in the early 1930s where he met Josef Scharl.


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


1933

86 AR
**FRANCOISE GILOT (BORN 1921)**
*Jeune fille pensive*
signed and dated 'F. Gilot. 59' (lower right)
brush, India and brown ink and wash on paper
*56.2 x 37.7cm (22 1/8 x 14 13/16in).*
Executed in 1959

**£2,500 - 3,500**
**€2,900 - 4,000**
**US$3,500 - 5,000**

The authenticity of this work has kindly been confirmed by Madame Françoise Gilot.

**Provenance**
Private collection, UK.



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

F. Gild. 59

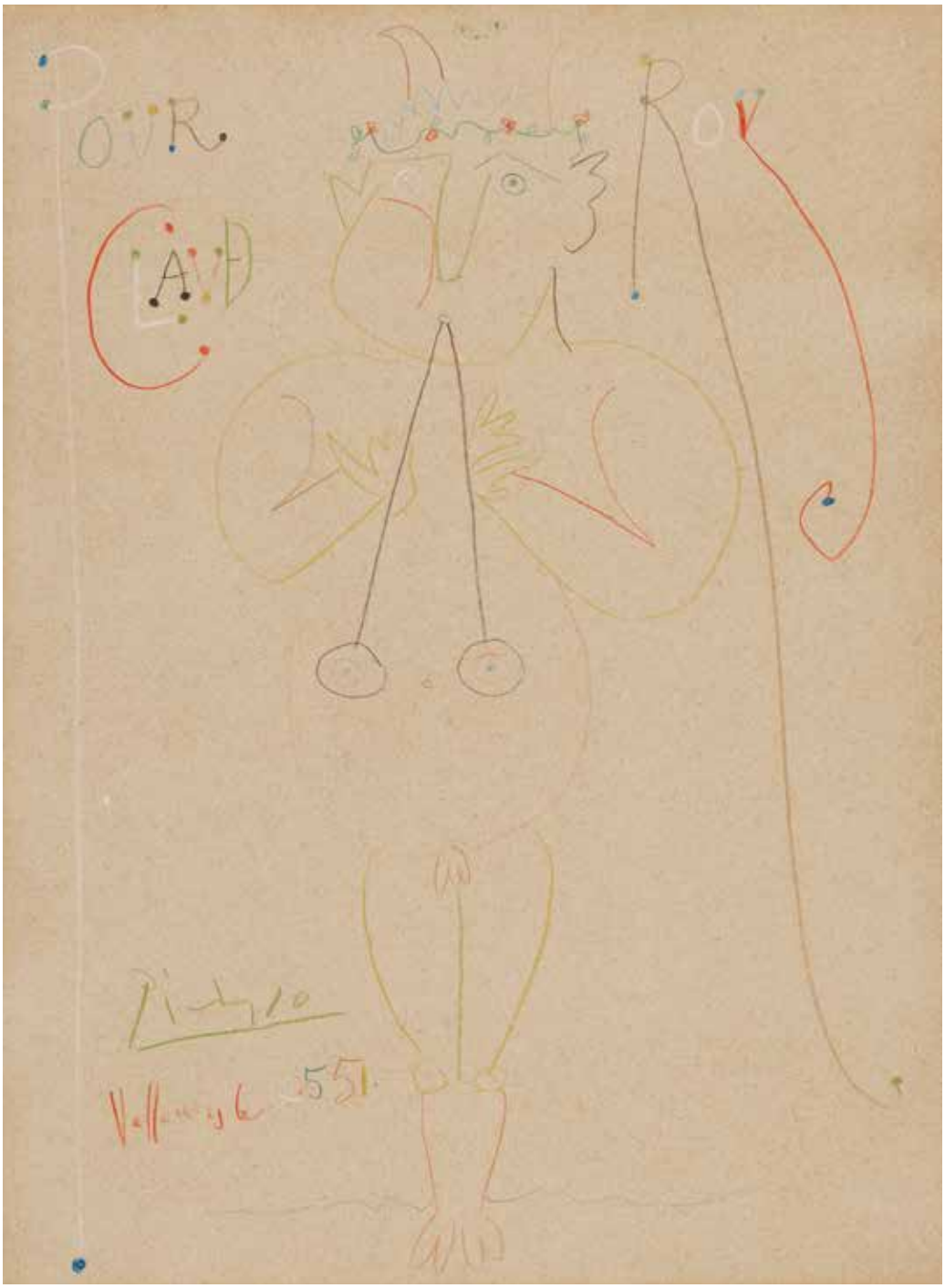
87 AR
**PABLO PICASSO (1881-1973)**
*Faune debout*
signed, inscribed and dated 'Picasso Vallauris le 12.5.51' (lower left);
inscribed 'POUR CLAUD [sic] ROY' (upper left)
coloured pencil on buff paper
*34.8 x 25.8cm (13 11/16 x 10 3/16in).*
Executed in Valluaris on 12 May 1951

**£8,000 - 12,000**
**€9,200 - 14,000**
**US$11,000 - 17,000**

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

**Provenance**
Claude Roy Collection (a gift from the artist).
E. & G. Kaplan Ltd., London.
W. Spiers Collection, Birmingham (acquired from the above on 25 March 1959).
Anon. sale, Sotheby's, London, 23 October 1996, lot 247.
Private collection, Europe.


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



88
**MAN RAY (1890-1976)**
*L'homme arbre*
signed and dated 'Man Ray 53' (lower right); signed and inscribed 'For Gertrude Man Ray' (verso)
oil on panel hinged to a cardboard chalkboard mounted within a wooden box with plexiglass
*41 x 28.2cm (16 1/8 x 11 1/8in). (overall)*
Executed in 1953

**£5,000 - 7,000**
**€5,700 - 8,000**
**US$7,100 - 9,900**

The authenticity of this work has kindly been confirmed by Monsieur Andrew Strauss and Monsieur Timothy Baum. This work will be included in the forthcoming Man Ray *catalogue raisonné*, currently being prepared.

**Provenance**
Juliet Browner Collection, the artist's wife, Paris.
Anon. sale, Michel Lhomme, Liège, 10 September 2005, lot 264.
Private collection, UK (acquired at the above sale).
Thence by descent to the present owner.

This work is a unique construction composed of a painting on wood attached to a plastic chalkboard, suspended in a wooden wine box with a plexiglass lid. Man Ray was experimenting with these works encased in boxes when he lived in Los Angeles from 1940 - 1951. It was soon after he arrived in the city that he met Juliet Browner, a dancer and artist's model whom he later married.

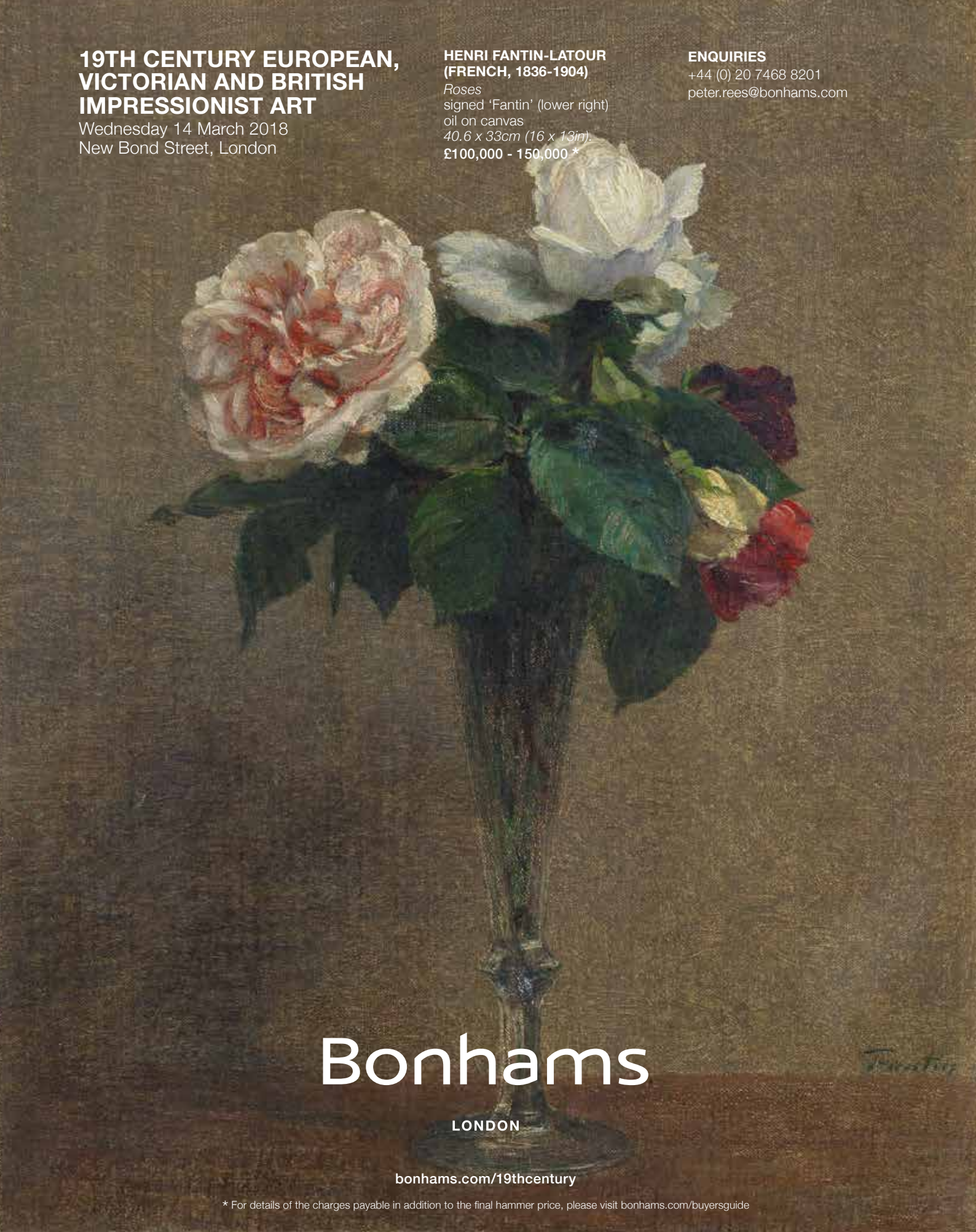

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

# 19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART

Wednesday 14 March 2018
New Bond Street, London

**HENRI FANTIN-LATOUR (FRENCH, 1836-1904)**
*Roses*
signed 'Fantin' (lower right)
oil on canvas
*40.6 x 33cm (16 x 13in).*
**£100,000 - 150,000 ***

**ENQUIRIES**
+44 (0) 20 7468 8201
peter.rees@bonhams.com



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**LONDON**

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

# THE WALID JUFFALI COLLECTION

Monday 26 March 2018
Bishopsgate House, Surrey

The auction of the collection of the late Dr Walid Juffali is to be held at Bishopsgate House and includes: Old Masters, 19th and 20th Century and Contemporary Paintings, Impressionist & Modern Prints, Contemporary and 20th Century Sculpture, English and Continental Furniture and Works of Art, Silver, Glass, Chandeliers, Carpets as well as the contents of the Wine Cellar and Outbuildings.

**RAOUL DUFY (1877-1953)**
*Etude pour la famille Kessler à cheval*
signed 'Raoul Dufy' (lower right) and dated '37' (upper right)
pen and India ink on paper
*50.4 x 65.5cm (19 13/16 x 25 13/16in).*
**£3,000 - 5,000 ***

All lots with an estimate below £50,000 to be sold without reserve

**ENQUIRIES**
+44 (0) 20 7258 8358
charlie.thomas@bonhams.com

Bonhams

**bonhams.com/juffali**

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

# POST-WAR & CONTEMPORARY ART

Wednesday 7 March 2018
New Bond Street, London

**FRANK AUERBACH (B. 1931)**
*Reclining Model, Back View,* 1960-1961
charcoal, crayon and pencil on paper
58 x 78.8 cm. (22 13/16 x 31 in.)
**£120,000 - 180,000**
**$170,000 - 255,000 ***

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**YAYOI KUSAMA (B. 1929)**
*No. A.A.,*1958
oil and ink on canvas board
50.6 x 40.4 cm. (19 15/16 x 15 7/8 in.)
**£250,000 - 350,000**
**$355,000 - 500,000 ***

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

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

## 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 *Buyer*s who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller's* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue.*

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

### 2. LOTS

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### *Contractual Description* of a *Lot*

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

#### *Estimates*

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

#### *Condition Reports*

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

#### The *Seller's* responsibility to you

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

#### *Bonhams'* responsibility to you

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

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

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

*Bonhams* does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement.*

#### Alterations

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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

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

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

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

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

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale,* we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable *VAT*. At the same time, a separate contract is also entered into between us as *Auctioneer*s 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 £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 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.

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*
α *Buyers* from within the EU: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

## 9. PAYMENT

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

**Bonhams' preferred payment method is by 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.

Payment may also be made by one of the following methods:

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 and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

**10. COLLECTION AND STORAGE**

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

**11. SHIPPING**

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 *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

**15. BOOKS**

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

**16. CLOCKS AND WATCHES**

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

**17. FIREARMS – PROOF, CONDITION AND CERTIFICATION**

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

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

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

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

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

**Licensing Requirements**
**Firearms Act 1968 as amended**
*Bonhams* is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

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

## 18. FURNITURE

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

## 19. JEWELLERY

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

0It 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.

○ The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.

▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

**•, †, *, G, Ω, α see clause 8, *VAT*, for details.**

**DATA PROTECTION – USE OF YOUR INFORMATION**

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

**APPENDIX 1**

**CONTRACT FOR SALE**

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

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

**1 THE CONTRACT**

1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.

1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.

1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

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

**2 SELLER'S UNDERTAKINGS**

2.1 The *Seller* undertakes to you that:

2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;

2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue,* the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot;*

2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);

2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

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

**3 DESCRIPTIONS OF THE LOT**

3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

**4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY**

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

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

**5 RISK, PROPERTY AND TITLE**

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

5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

**6 PAYMENT**

6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.

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

**7 COLLECTION OF THE LOT**

7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.

7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.

7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.

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

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

## 8 FAILURE TO PAY FOR THE LOT

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.

## 9 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*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

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

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

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

## 11 GOVERNING LAW

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

**APPENDIX 2**

**BUYER'S AGREEMENT**

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

**1 THE CONTRACT**

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

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

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

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

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

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

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

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

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

**2 PERFORMANCE OF THE CONTRACT FOR SALE**

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

**3 PAYMENT**

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

3.1.1 the *Purchase Price* for the *Lot*;

3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and

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

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

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

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

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

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

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

**4 COLLECTION OF THE LOT**

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

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

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

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

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

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

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

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

**5 STORING THE LOT**

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders,* on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to* B*idders* (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.

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

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

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

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

## 9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

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

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

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

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer*'s *Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

## 10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

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

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

## DEFINITIONS AND GLOSSARY

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

## LIST OF DEFINITIONS

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

**"Bidder"** a person who has completed a *Bidding Form*.
**"Bidding Form"** our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
**"Bonhams"** Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement,* the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".
**"Book"** a printed *Book* offered for *Sale* at a specialist *Book Sale*.
**"Business"** includes any trade, *Business* and profession.
**"Buyer"** the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".
**"Buyer's Agreement"** the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).
**"Buyer's Premium"** the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.
**"Catalogue"** the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.
**"Commission"** the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.
**"Condition Report"** a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of *the Seller*.
**"Conditions of Sale"** the *Notice to Bidders, Contract for Sale, Buyer's Agreement* and Definitions and Glossary.
**"Consignment Fee"** a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.
**"Consumer"** a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
**"Contract Form"** the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lot*s to be offered for *Sale* by *Bonhams*.
**"Contract for Sale"** the *Sale* contract entered into by the *Seller* with *the Buyer* (see Appendix 1 in the *Catalogue*).
**"Contractual Description"** the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.
**"Description"** any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).
**"Entry"** a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.
**"Estimate"** a statement of our opinion of the range within which the hammer is likely to fall.
**"Expenses"** charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale,* storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer,* plus *VAT* if applicable.
**"Forgery"** an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot.* A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot,* where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot.*
**"Guarantee"** the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales,* a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.
**"Hammer Price"** the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer.*
**"Loss and Damage Warranty"** means the warranty described in paragraph 8.2 of the Conditions of Business.
**"Loss and Damage Warranty Fee"** means the fee described in paragraph 8.2.3 of the Conditions of Business.
**"Lot"** any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).
**"Motoring Catalogue Fee"** a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.
**"New Bond Street"** means *Bonhams*' saleroom at 101 New Bond Street, London W1S 1SR.
**"Notional Charges"** the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.
**"Notional Fee"** the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.
**"Notional Price"** the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.
**"Notice to Bidders"** the notice printed at the back or front of our *Catalogues*.
**"Purchase Price"** the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses.*
**"Reserve"** the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
**"Sale"** the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams.*
**"Sale Proceeds"** the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission,* any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.
**"Seller"** the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "*Seller*" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".
**"Specialist Examination"** a visual examination of a *Lot* by a specialist on the *Lot*.
**"Stamp"** means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.
**"Standard Examination"** a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.
**"Storage Contract"** means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
**"Storage Contractor"** means the company identified as such in the *Catalogue.*
**"Terrorism"** means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
**"Trust Account"** the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.
**"VAT"** value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.
**"Website"** *Bonhams Website* at www.bonhams.com
**"Withdrawal Notice"** the *Seller's* written notice to *Bonhams* revoking *Bonhams*' instructions to sell a *Lot*.
**"Without Reserve"** where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

## GLOSSARY

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

(1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-

(a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and

(b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.

(5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:

(a) the seller;

(b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;

(c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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# Registration and Bidding Form

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

Bonhams

**Paddle number (for office use only)**

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

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

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**If successful**

I will collect the purchases myself ☐

Please contact me with a shipping quote (if applicable) ☐

| | | | |
|---|---|---|---|
| Sale title: | IMPRESSIONIST & MODERN ART | Sale date: | Thursday 1 March 2018 |
| Sale no. | 24743 | Sale venue: | New Bond Street, London |

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.

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£10,000 - 20,000 .....by 1,000s
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£100,000 - 200,000 .....by 10,000s
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**The auctioneer has discretion to split any bid at any time.**

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**Front cover, lot 16**

Le Corbusier (1887-1965)
*Baigneuse, barque et coquillage*
signed and dated 'Le Corbusier 34 - 38 - 47' (lower right);
dated 'XII 1938' (verso)
Painted between 1934 - 1947
Artwork: © ADAGP, Paris and DACS, London 2018

**Back cover, lot 33**

Marc Chagall (1887-1985)
*Homme cheval avec coq jaune*
pastel, felt-tip pen and pencil on paper
Executed circa 1978
Artwork: Chagall ® / © ADAGP, Paris and DACS, London 2018

**Lot 1**

Irma Stern (1894 – 1966)
*Portrait of Siegbert Eick, 1947*
Oil on canvas
Collection UCT Irma Stern Museum, Cape Town.
Photo: © UCT Irma Stern Museum, Cape Town

**Lot 9**

Raoul Dufy in his studio.
Artwork: © ADAGP, Paris and DACS, London 2018

Henri Matisse (1869–1954)
*Luxe, calme et volupte,* 1904
oil on canvas
Musée d'Orsay, Paris, France.
Photo: © RMN-Grand Palais (musée d'Orsay) / Hervé Lewandowski
Artwork: © Succession H. Matisse/DACS 2018

Raoul Dufy (1877-1953)
*Landscape in Provence,* 1905
oil on canvas
Musee d'Art Moderne de la Ville de Paris, Paris, France.
Photo: © Musee d'Art Moderne de la Ville de Paris, Paris, France/Bridgeman Images

**Lot 12**

René Burri (1933 - 2014)
Alberto Giacometti, Swiss Painter & Sculptor, 1960.
Photo: © René Burri/Magnum Photos

**Lot 14**

Ernst Schwitters (1918-1996)
*Kurt Schwitters beim Vortrag der Ursonate [Serie I],* London 1944, 1944
Sprengel Museum, Hannover.
Photo: © bpk/Sprengel Museum Hannover/Ernst Schwitters
Artwork: © DACS 2018

English art historian Sir Herbert Read (1893-1968).
Photo: © Keystone/Getty Images

Kurt Schwitters (1887 - 1948)
*MZ 318. CH.*, 1921
collage, paper and cloth on vellum
Private collection.
Photo: © Private collection/Bridgeman Images
Artwork: © DACS 2018

Studio portrait of Kurt Schwitters in his thirties.
Photo: © The Merz Barn Project

Robert Rauschenberg (1925-2008)
*Trophy I (for Merce Cunningham),* 1959
oil and collage on canvas
Private collection.
Photo: © Private collection/Bridgeman Images
Artwork: © Robert Rauschenberg Foundation/ DACS, London/VAGA, New York 2018

**Lot 15**

Ernst Scheidegger (1923 - 2016)
Georges Vantongerloo's studio, c. 1950
Ernst Scheidegger-Archiv, Zurich.
Photo: © 2018 Stiftung Ernst Scheidegger-Archiv, Zurich
Artwork: © DACS 2018

Michel Seuphor (1901 - 1999)
Georges Vantongerloo (1886-1965) Belgian sculptor portrait, 1929.
Photo: © Bridgeman Images
Artwork: © ADAGP, Paris and DACS, London 2018

Georges Vantongerloo (1886 - 1965)
*Composition of the three Equivalents; Composition Radiating from Equilateral Triangles,* 1921
Oil on canvas
Photo: © akg-images/De Agostini Picture Lib
Artwork: © DACS 2018

Exhibition opening of the group *Cercle et Carré,* Paris, April 1930.
Artwork: © ADAGP, Paris and DACS, London 2018

Georges Vantongerloo, *circa* 1950s.
Artwork: © DACS 2018

Georges Vantongerloo (1886 - 1965)
*Des écliptiques, un soleil de notre galaxie avec deux de ses planets,* 1963
Wire and coloured plastic
Groeningemuseum, Bruges, Belgium.
Photo: © Lukas - Art in Flanders VZW/Bridgeman Images
Artwork: © DACS 2018

Georges Vantongerloo (1886 - 1965)
*Villa,* 1926
Wood
Centre Pompidou, Paris
Photo: © Centre Pompidou, MNAM-CCI, Dist. RMN-Grand Palais/Georges Meguerditchian
Artwork: © DACS 2018

Le Corbusier and Pierre Jeanneret, Maison Guiette, 1926, Antwerp.
Artwork: © ADAGP, Paris and DACS, London 2018 and © FLC/ADAGP, Paris and DACS, London 2018

**Lot 16**

French Painter and Architect Le Corbusier (1887-1965) in his workshop in Paris c. 1953.
Photo: © AGIP/Bridgeman Images
Artwork:© FLC/ADAGP, Paris and DACS, London 2018

Handwritten note by Le Corbusier.
© FLC/ADAGP, Paris and DACS, London 2018

Brassaï (1899-1984)
Portrait of Le Corbusier, c.1940
silver gelatin print
Private collection.
Photo: © Christie's Images/Bridgeman Images
Artwork: © ADAGP, Paris and DACS, London 2018

Le Corbusier (Charles Edouard Jeanneret) (1887-1965)
Still-life; *Nature Morte,* 1925
oil on canvas
Private collection.
Photo: © Christie's Images/Bridgeman Images
Artwork: © FLC/ADAGP, Paris and DACS, London 2018

Amedee Ozenfant (1886-1966)
*Still Life with Dishes,* 1920
oil on canvas
State Hermitage Museum, St. Petersburg.
Photo: © State Hermitage Museum, St. Petersburg, Russia/Bridgeman Images
Artwork: © ADAGP, Paris and DACS, London 2018

*Cover of 'L'Esprit Nouveau'* magazine, 1920-25
colour lithograph
Private collection.
Photo: © Archives Charmet/Bridgeman Images

Pablo Picasso (1881 - 1973)
*Bather with a Beach Ball,* 1932
oil on canvas
Museum of Modern Art, New York.
Photo: © Museum of Modern Art, New York, USA/ Bridgeman Images
Artwork: © Succession Picasso/DACS, London 2018

Henri Matisse (1869-1954)
*Daisies*, 16th July, 1939
oil on canvas
The Art Institute of Chicago, Chicago.
Photo: © The Art Institute of Chicago, IL, USA/ Bridgeman Images
Artwork: © Succession H. Matisse/DACS 2018

Le Corbusier painting, circa 1936-8.
Photo: © akg-images/Paul Almasy
Artwork: © FLC/ADAGP, Paris and DACS, London 2018

**Lot 20 - 21**

Picasso, Poterie Madoura, Vallauris, circa 1947.
Photo: © Michel Sima/Bridgeman Images
Artwork: © Succession Picasso/DACS, London 2018

**Lot 30**

Henri Lebasque, *circa* 1900.
Photo: © Archives Larousse, Paris, France/ Bridgeman Images

Pierre Bonnard (1867 - 1947)
*Evening (or Siesta or In a Southern Garden),* 1914
oil on canvas
Kunstmuseum, Bern.
Photo: © Kunstmuseum, Bern, Switzerland/ Bridgeman Images

Henri Lebasque (1865 – 1937)
*Villa Derniere, St. Tropez*
oil on canvas
Private Collection.
Photo: © Christie's Images / Bridgeman Images

**Lots 32 – 34**

Marc and Bella Chagall in Paris, 1934.
Photo: © akg-images/Archive Photos
Artwork: Chagall ® / © ADAGP, Paris and DACS, London 2018

Marc Chagall (1887 - 1985)
*Lovers among Lilcas,* 1930
oil on canvas, 131.1 x 89.5 cm
The Metropolitan Museum of Art, New York.
Bequest of Richard S. Zeisler, 2007.
Photo: © The Metropolitan Museum of Art/Art Resource/Scala, Florence
Artwork: Chagall ® / © ADAGP, Paris and DACS, London 2018

Marc Chagall (1887–1985)
*La Paix,* 1974
stained glass
Chapelle des Cordeliers, Sarrebourg, France.
Photo: © akg-images/Hedda Eid
Artwork: Chagall ® / © ADAGP, Paris and DACS, London 2018

Marc Chagall (1887 - 1985)
*Autoportrait à la crucifixion,* 1947
oil on canvas
Private collection.
Photo: © akg-images
Artwork: Chagall ® / © ADAGP, Paris and DACS, London 2018

**Lot 40**

Luis Buñuel (1900 - 1983)
*Salvador Dalí balancing a sea urchin on his head,* 1929.
Photo: © PVDE/Bridgeman Images
Artwork: © Image Rights of Salvador Dalí reserved/ Fundació Gala-Salvador Dalí, Figueres, 2018

Salvador Dalí (1904 - 1989)
*La Jorneta (paisaje de Cadaqués),* 1923
oil on canvas
Museo Nacional Centro de Arte Reina Sofía, Madrid.
Photo: © Museo Nacional Centro de Arte Reina Sofia
Artwork: © Salvador Dali, Fundació Gala-Salvador Dalí, DACS 2018

André Derain (1880-1954)
*Bathers,* c.1908-09
oil on canvas
Private collection.
Photo: © Private collection/Bridgeman Images
Artwork: © ADAGP, Paris and DACS, London 2018

**Lot 47**

Gino Severini (1883-1966)
*Dancer-Sea,* 1914
oil on canvas
Peggy Guggenheim Collection, Venice.
Photo: © Peggy Guggenheim Foundation, Venice, Italy/De Agostini Picture Library/A. Dagli Orti/ Bridgeman Images
Artwork: © ADAGP, Paris and DACS, London 2018

**Lot 62**

Degas, Edgar (1834-1917)
*At the Milliner's,* c. 1882
pastel on paper mounted on board, 70.2 x 70 cm
Museum of Modern Art, New York. Gift of Mrs. David M. Levy.
Photo: © 2018. Digital image, The Museum of Modern Art, New York/Scala, Florence

**Lot 70**

Henri Martin, 1882.
Photo: © Collection Dupondt / akg-images

Claude Monet (1887 – 1926)
*Waterloo Bridge, effet de soleil,* 1903
oil on canvas
Private collection.
Photo: © akg-images

Henri Martin (1860 - 1943)
*View of the Terrasse de Marquayrol, Labastide du Vert,* 1935
oil on canvas
Private collection.
Photo: © Christie's Images/Bridgeman Images

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