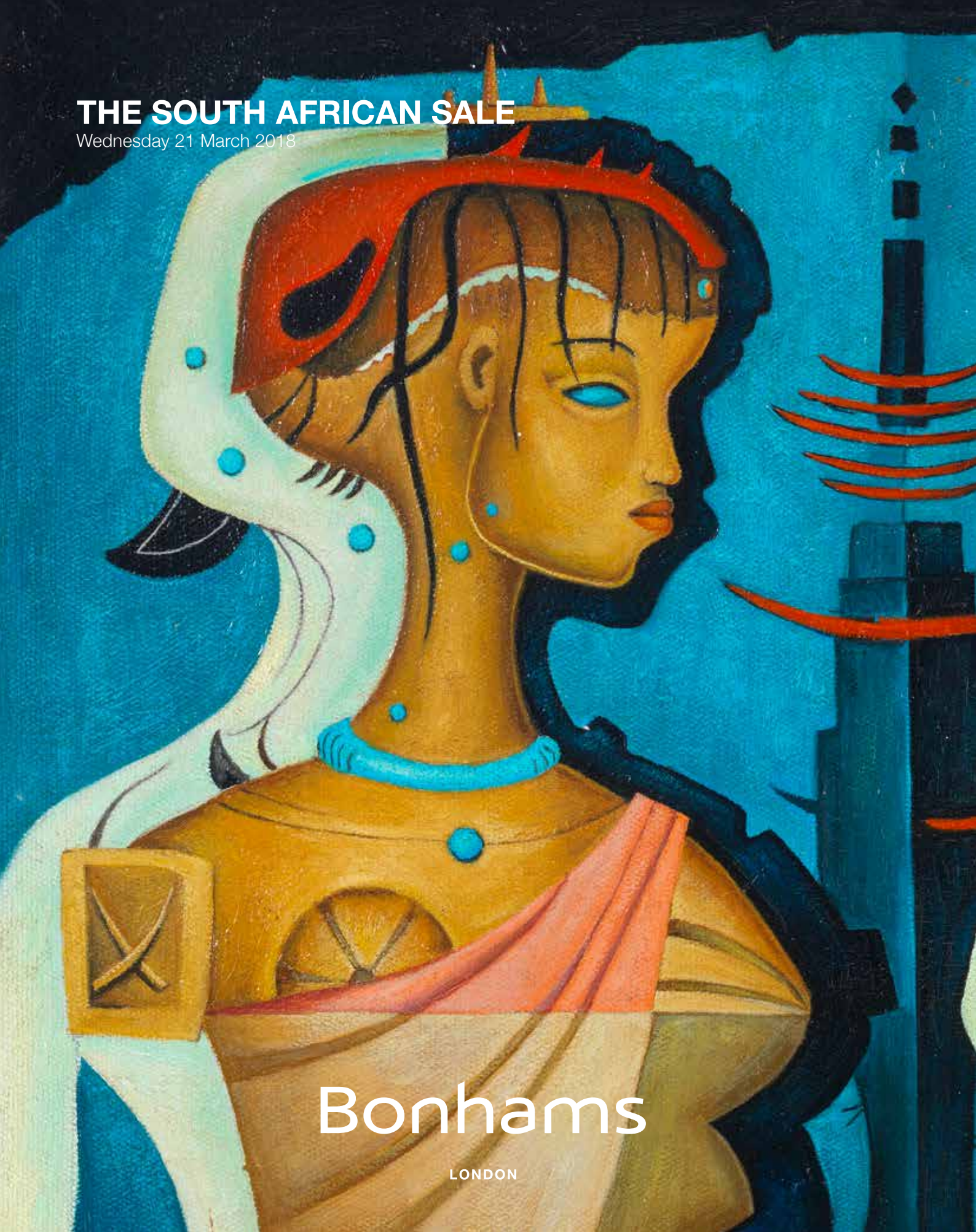


THE SOUTH AFRICAN SALE

Wednesday 21 March 2018



Bonhams

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THE SOUTH AFRICAN SALE

Wednesday 21 March 2018 at 2pm
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SALE NUMBER

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SOUTH AFRICAN ART AT BONHAMS



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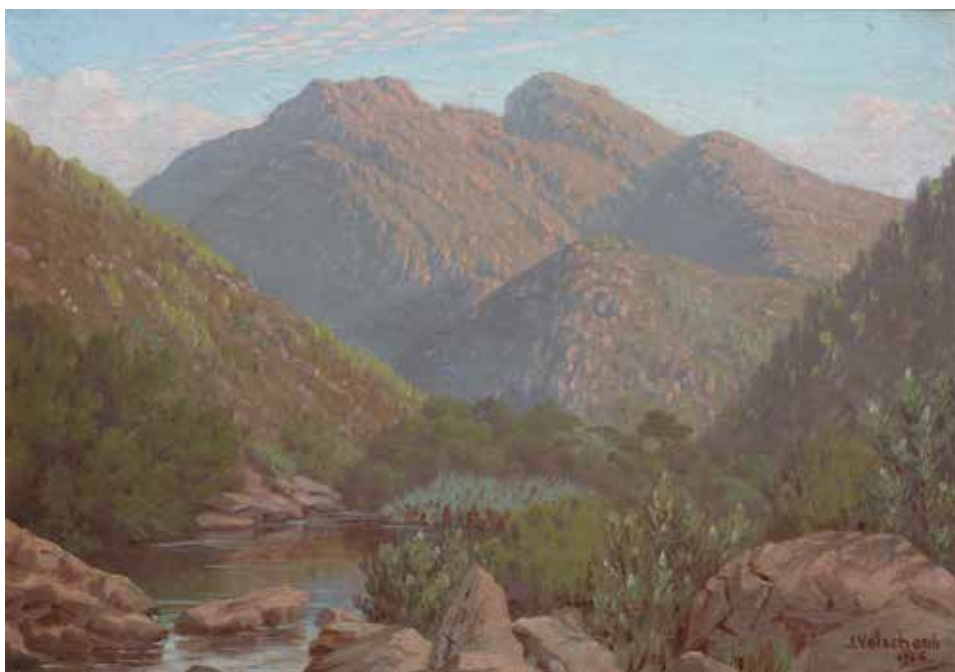
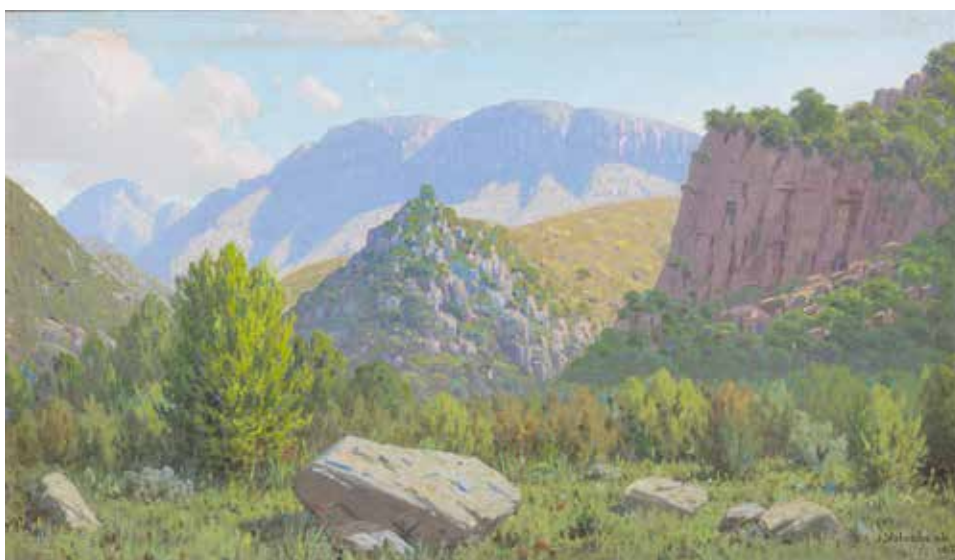
Following the successful opening of the Zeitz Museum of Contemporary Art Africa in Cape Town late last year, interest in South African art is at a high. The Cape Town Art Fair in February revealed to the world that the nation is producing some of the most exciting contemporary talents. Here at Bonhams, we are delighted to have curated an auction that includes works by the established masters as well as innovative pieces by the younger generation. The sale this March celebrates South African art from the early 20th century up to the present day, across a broad range of media. We hope you will enjoy the contents of this catalogue, and share our appreciation for the quality on offer.

We are particularly excited to be showcasing a version of one of Alexis Preller's most well-known compositions, *Profile Figures* (lot 27). This is the first time the painting will come to the market since 1988. The artist painted three known versions, and rated them as amongst his strongest works. The larger version that was exhibited at Preller's retrospective at the Pretoria Art Museum in 1972 was sold in 2016 for £430,000 (R7,048,160).

Another highlight is a highly evocative oil by Gerard Sekoto, *A township scene* (lot 39). Executed during his self-imposed exile in Paris, the painting depicts two women walking along a township street. The artist had lived in Sophiatown on the outskirts of Johannesburg for many years. When he left for Paris, he deeply mourned the loss of this community and its collaborative spirit. Sekoto's nostalgia for these years is communicated in the spontaneous brushstrokes and expressionist colour palette.

Also on offer is an unusual mixed media work by the contemporary artist, Robert Hodgins, *'I rest my case, M'lud'* (lot 56). Here, Hodgins innovatively overlays his oil base with spraypaint, exploring and enjoying the different textures. The piece encourages the viewer to question the nature of authority and justice in our supposedly 'democratic' world.

We would like to take this opportunity to extend our thanks to all those individuals and institutions who continue to support our auctions, and look forward to your participation in the auction, whether online, by telephone, or in person at our London gallery.



1 *

**JAN ERNST ABRAHAM VOLSCHENK
(SOUTH AFRICAN, 1853-1936)**

Two landscapes:

1. 'Kloof en Berg (Vette River Valley), Riversdale', signed and dated
'J.Volschenk/ 1923' (lower right); inscribed with artist's name and title
(verso)

2. 'In the Gorge of Garcia's Pass, Riversdale', signed and dated
'J.Volschenk/ 1916' (lower right); inscribed with artist's name, title and
date (verso)

oil on canvas

36 x 62cm (14 3/16 x 24 7/16in); 26 x 36cm (10 1/4 x 14 3/16in).

(2)

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

ANTON VAN WOUW
(SOUTH AFRICAN, 1862-1945)

Bust of a Zulu

signed 'A. VAN WOUW. S.A.' (to nape of neck);

inscribed 'FONDERIA.G.NISINI/ ROMA' (to back of neck)

bronze

55 x 25 x 23cm (21 5/8 x 9 13/16 x 9 1/16in).

£30,000 - 40,000

€34,000 - 45,000

US\$42,000 - 55,000

Literature

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

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

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

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

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

Bust of a Zulu is one of a series of larger busts that van Wouw produced in the first decade of the 20th century. The majority of these sculptures were commissions and depict notable individuals, but the artist also created a handful of studies of the 'native' population.

This bust was cast during the artist's life time at the Nisini foundry in Rome. The piece is a particularly fine casting, demonstrating van Wouw's eye for detail and technical facility. The contrasting textures of the model's muscular neck and smooth face with the rough peppercorn hair and beard are superbly captured by the meticulous finish.

It is thought that the sitter was also the model for van Wouw's "*Sidwane*" Tokozile (or *Coffee Drinker*). Both sculptures depict a Zulu man with prominent cheekbones and a pointed beard. And yet van Wouw achieves great variation in their expressions and the emotions conveyed. The bust exudes confidence whilst the hunched posture of "*Sidwane*" Tokozile suggests humble resignation.

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

Bibliography

A.E. Duffy, *Anton Van Wouw: the smaller works*, (Pretoria, 2008), pp.74-5. Illustrated p.148.





3

**PIETER HUGO NAUDÉ
(SOUTH AFRICAN, 1869-1941)**

Worcester mountains

signed 'Naudé' (lower right)

oil on canvas

36 x 40cm (14 3/16 x 15 3/4in).

£5,000 - 8,000

€5,600 - 9,000

US\$6,900 - 11,000

Provenance

In collection of Dr. & Mrs G.H.R. Holtzhausen, Pretoria.

Purchased by a private collector, circa 1980.

A private collection, London, since 2014.

Literature

A. Naudé, *Hugo Naudé*, (Cape Town, 1974), titled *Mountain landscape*. Illustrated fig.19 p.37.



4 *

**JACOB HENDRIK PIERNEEF
(SOUTH AFRICAN, 1886-1957)**

Jonkershoek, Stellenbosch
signed and dated 'Pierneef 1921' (lower left)
oil on canvas
41 x 56cm (16 1/8 x 22 1/16in).

£25,000 - 35,000

€28,000 - 40,000

US\$35,000 - 48,000

Provenance

Acquired by Sir Robert Kotze, mining engineer and director of De Beers, circa 1940.
By descent to the current owner.

At the same time as pursuing a full time career as an artist, Pierneef was actively involved in the development of Afrikaans culture. In the early 1920s, he was appointed vice-president of the Afrikaanse Kultuurvereniging en Toneelskool (the association of Afrikaans culture and theatre). In 1921, Pierneef exhibited in Stellenbosch under the auspices of the Afrikaanse Vereniging. Many of the works displayed were landscapes of the surrounding environs painted earlier that year. The exhibition was popular with the public and critics alike. The star of the show was composition titled *Jonkershoek in die aand* (Jonkershoek in the evening).

The painting had been inspired by a visit to the valley just before sunset. Pierneef was captivated by the beauty of the scene. He recalled in a later interview:

"The air was a wonderful dusky gold and deep in the gorge the warm-dark tints glowed. I just sat there with my hands under my chin and looked. I sat and looked and did not move. And in a few hours I completed that painting." (Die tentoonstelling van Pierneef, *Die Burger*, 1921-04-12)

Also executed in 1921, the current lot was no doubt similarly inspired by this evening visit. The painterly technique and naturalistic colour palette are characteristic of Pierneef's early style. Later renditions of the scene, such as *Farm Jonkershoek with Twin Peaks Beyond, Stellenbosch* (1928), show the artist to have moved away from Impressionist techniques to a more stylized and linear aesthetic.

Bibliography

P.G. Nel, *JH Pierneef: His life and his work*, (Cape Town, 1990), pp.52-57.



5

**JACOB HENDRIK PIERNEEF
(SOUTH AFRICAN, 1886-1957)**

Two drawings: 'Mountain view' and 'Tree studies'
the first signed and dated 'JH Pierneef 1914' (lower left); the second
signed 'JH Pierneef' (to right margin)

charcoal and crayon on paper; charcoal on paper

34.4 x 44.2cm (13 9/16 x 17 3/8in)

and 34 x 44.7cm (13 3/8 x 17 5/8in).

(2)

£3,000 - 5,000

€3,400 - 5,600

US\$4,200 - 6,900



6 *

**ADOLPH STEPHAN FRIEDRICH JENTSCH
(GERMAN, 1888-1977)**

Farm Okapinje

initialed and dated 'A.J./ 1940' (lower right); signed, dated and titled (to
stretcher verso)

oil on canvas

70 x 100cm (27 9/16 x 39 3/8in).

£25,000 - 35,000

€28,000 - 40,000

US\$35,000 - 48,000

Provenance

Purchased by a private collector in Johannesburg, circa 1970.

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.



1



2



3



4



5



7



6

7 *

**ADOLPH STEPHAN FRIEDRICH JENTSCH
(GERMAN, 1888-1977)**

Seven landscape sketches:

1. 'S.W. Afrika', titled and signed (lower margin), 15.5 x 28.5cm.
2. 'Sud west afrika', titled and signed (lower margin), 17.5 x 28cm.
3. 'Untitled', initialed and dated 'AJ/1959' (lower right), 19 x 29.5cm.
4. 'Untitled', initialed and dated 'AJ. 1949' (lower right), 19 x 27.5cm.
5. 'Untitled', initialed and dated 'AJ. 1948' (lower right), 18.5 x 27cm.

6. 'Untitled', initialed and dated 'AJ./1958' (lower center), 15 x 25.5cm.

7. 'Untitled', initialed and dated 'AJ. 1948' (twice lower right), 9 x 17.5cm.

watercolour

(7)

£3,500 - 5,500
€4,000 - 6,200
US\$4,800 - 7,600

Provenance

Purchased by a private collector in Johannesburg, circa 1970.



8

IRMA STERN
(SOUTH AFRICAN, 1894-1966)

Harbour scene with Robben Island in the distance
 signed and dated 'Irma Stern/ 1945' (lower right); inscribed 'Mr
 Suzman' (verso)

gouache

51 x 61cm (20 1/16 x 24in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

Provenance

Collection of Mr & Mrs Suzman.

By direct descent to present owner.



9

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Canoes on the Congo
signed 'Irma Stern' (lower right)
watercolour and pencil
20 x 26cm (7 7/8 x 10 1/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,200 - 6,900

Provenance

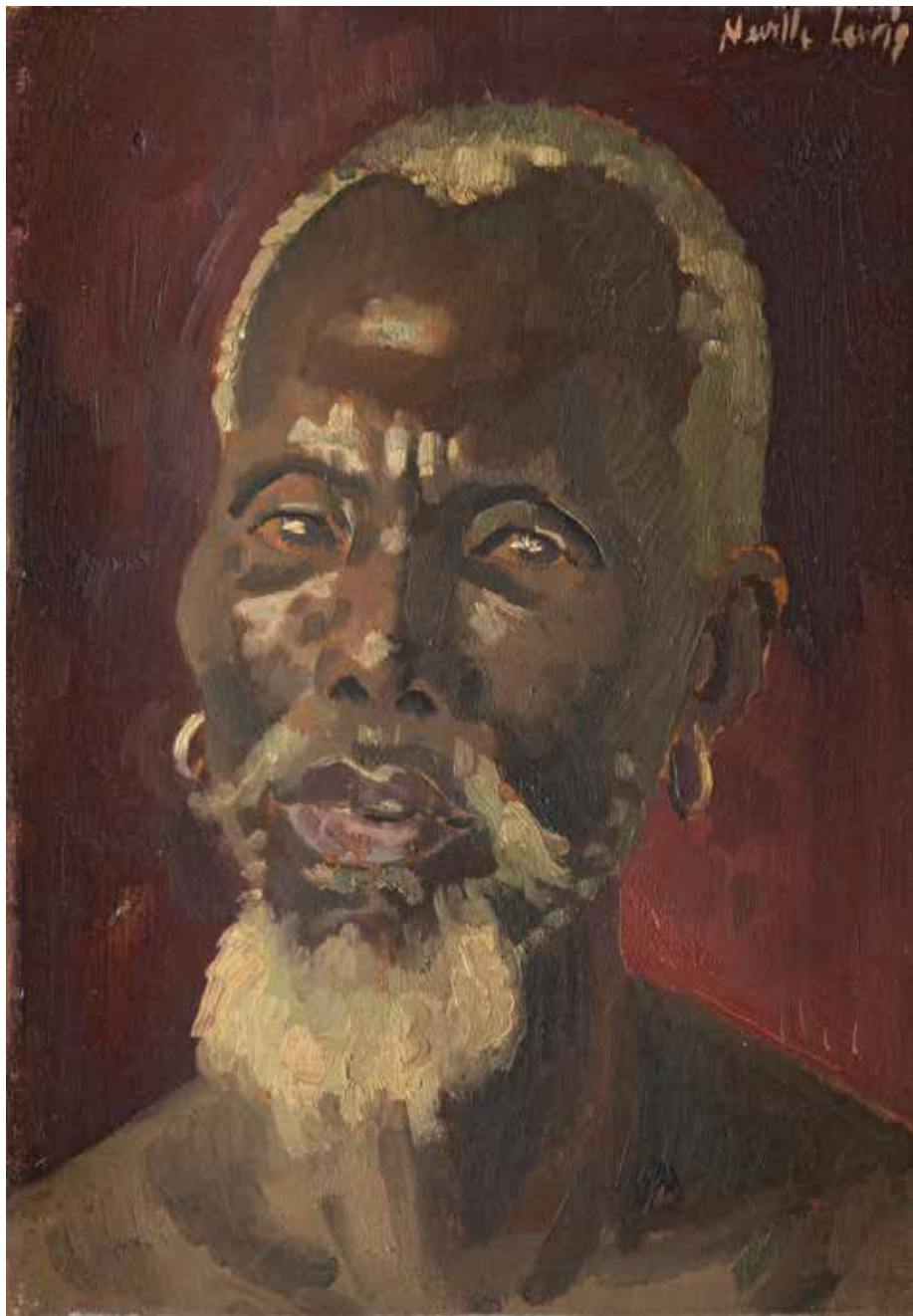
Purchased by a private collector in South Africa, circa 1960.
By direct descent to present owner.

Stern visited the Congo in 1942. At first, she found the experience very unsettling. In letters to her friend, Freda Feldman, she complained about the heat, the dirty water and the challenge of finding a reliable driver. However, she was inspired by the unfamiliar landscape and people, and produced a large body of work:

"Am going one day by train three days by riverboat to Kindu - then I find my car and go to Luluabourg or such like place to find a new type of people and go back by a different road also - may be strike some good nativ. work...This place is as hot as hell. Just on the Equator - the morning I go to the market at 7 - 10.30 by that time the sun is unbearable - the Afternoons I spend in a hamoc on the river - the Congo a tremendous river. I am going to travel for 3 days on the Congo down to Elisabethville" (September 19 1942, Elisabethville).

Stern made a number of watercolour sketches whilst on the river, including the present lot. There is a similar composition in the Irma Stern Trust Collection (illustrated in S. Klopper, *Irma Stern: Are you Still Alive*, Cape Town, 2017. Fig.90, p.111).

On her return, Stern recorded her impressions in *Congo*. The text was published in Pretoria in 1943.



10 *

ALFRED NEVILLE LEWIS (SOUTH AFRICAN, 1895-1972)

'Old Cape Native'

signed 'Neville Lewis' (upper right); inscribed 'M.Tiddy/ Old Cape Native/ By Neville Lewis' (verso)

oil on panel

36 x 25cm (14 3/16 x 9 13/16in).

£6,000 - 9,000

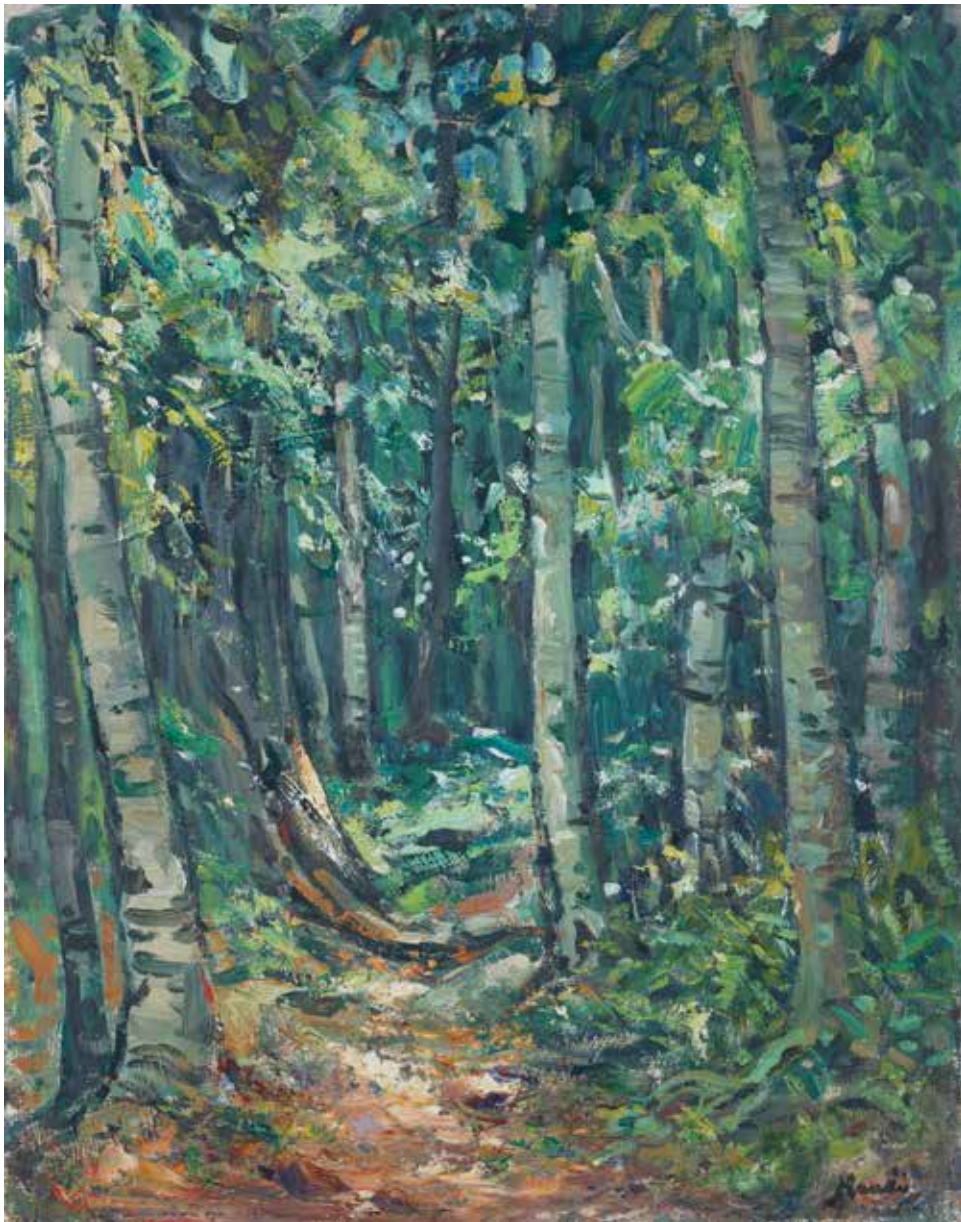
€6,800 - 10,000

US\$8,300 - 12,000

Provenance

A private collection, Cape Town.

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11

PIETER HUGO NAUDÉ (SOUTH AFRICAN, 1869-1941)

The forest at Kynsna

signed 'Naudé' (lower right)

oil on panel

45.5 x 35.5cm (17 15/16 x 14in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,200 - 6,900

Provenance

A private collection, London.

Knysna Forest was one of Naudé's favourite landscapes. The above view bears a striking resemblance to one illustrated in A. Naudé's publication, *Hugo Naudé*, (Pretoria. 1974), p.38.



12

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Clouds over mountains
signed '-Pierneef.' (lower right)
casein on paperboard
20 x 27.5cm (7 7/8 x 10 13/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

A private collection, UK.

Although undated, this painting is stylistically consistent with Pierneef's early work. In the 1920s, he painted a number of landscapes in tempera or casein (a mixture of powder paint pigments and egg yolk). The fast-drying nature of the medium encouraged the artist to work rapidly, rendering the mountains and cloud formation in spontaneous, painterly brushstrokes.

The majority of these caseins were executed plein-air, and possess an impressionistic quality that sets them apart from the stylized, carefully constructed compositions he painted in his studio.



13

GREGOIRE JOHANNES BOONZAIER
(SOUTH AFRICAN, 1909-2005)

Simonstown

signed 'Gregoire' (lower right)

pastel on paper

41 x 49.5cm (16 1/8 x 19 1/2in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,200 - 6,900

Provenance

A private collection, UK.



14 *

**GREGOIRE JOHANNES BOONZAIER
(SOUTH AFRICAN, 1909-2005)**

Self-portrait
signed and dated 'Gregoire/ 1929' (lower left)
oil on canvas
31 x 27cm (12 3/16 x 10 5/8in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Purchased by a private collector in South Africa, circa 1960s.
By direct descent.

Like the Dutch master Rembrandt, Boonzaier used himself as a tool for artistic development and experimentation. The self-portraits that he painted throughout his career were primarily for his own enjoyment, although they were frequently well-received by the public. Following a successful exhibition at the University of the Orange Free State, Bloemfontein, in 1981, he commented that he had been struck by the

enthusiasm for his "less typical or unusual works, particularly those which I had made for my own enjoyment: drawings and watercolours of Venice, self-portraits, paintings of farm labourers, fishermen, fish heads, shoes and so on".

The experimental nature of Boonzaier's self-portraits becomes evident when one compares them. They are painted in a variety of media - oil, watercolour and pastel - and employ a full range of colours and textures. The compositions are not repetitive; they are sensitive variations that attempt to work towards the essence of the subject.

The art historian, Martin Bekker, claimed that the driving impulse behind these self-portraits was the desire for "perfect characterisation":

"In those character studies which are often described as self-portraits (although here not in the sense of a realistic or faithful reproduction of facial features), Gregoire's art reaches a visionary climax. The self-portraits are, in fact, expressive attempts at self-examination in which the soul is ruthlessly exposed. They are disciplined examples of the painter's art."

Bibliography

M.Bekker, *Gregoire*, (Cape Town, 1990), pp.82-83, 91-92.



15

FRANCOIS KRIGE (SOUTH AFRICAN, 1913-1994)

Reclining Nude

signed and dated 'Krige 89' (lower left)

oil on canvas laid to board

45.5 x 60.5cm (17 15/16 x 23 13/16in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

Provenance

A private collection, UK.

Acquired by the current owner in 2014.



16 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Lion's Head from Lagoon beach

signed and dated 'Irma Stern 1938' (lower right)

gouache on paper affixed to board

51.5 x 68.5cm (20 1/4 x 26 15/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

Provenance

A private collection, USA.

This gouache depicts Lagoon Beach in Milnerton, Cape Town. Stern was drawn to the area as it offered spectacular views of the dramatic mountain range between Table Mountain and Signal Hill. The focal point of this composition is the distinctive peak of Lion's Head in the top right corner.

The artist was fascinated by water and the challenges that it posed to a painter - the difficulty of capturing its ever changing and reflective surface. Stern travelled extensively throughout Europe and Africa, and the harbour was always one of her first ports of call.

Bibliography

M.Arnold, *Irma Stern: A Feast for the Eye*, (Cape Town, 1995), p.74.



17 *

ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975)

Kivu Women

signed and dated 'Preller/ '44' (lower left); bears Lidchi Art Gallery label (verso)

watercolour on plaster

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

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

Provenance

Acquired by a private collector in South Africa.

By direct descent.

This work on plaster is a later version of an oil on canvas that Preller executed in 1940, following a trip to the Congo and Lake Kivu in 1939. He spent over two weeks in a small village four miles from Costermansville, sketching the local community. He was struck by the poise and graceful bearing of the Watussi people. In a letter to his sister Minnie, he described the experience thus:

"Almost each day some passing Watussis drop in to see me, as most of them hear about me. Several have promised to come to pose, but do not turn up again...They always go about in 3s and 4s or more, and as they have tremendous grace and swagger...it is terrific when they arrive at the door.

Last week I started painting a Watussi - a very noble type, and I achieved the most sensitive drawing I have ever done...the scales dropped from my eyes and I saw clearly for the first time the 'Watussi thing'...I've got the approach so well now, that I know how to paint them, and my pictures will be wonderful."

The unusual medium, oil paint on a plaster base, is one that Preller first began to experiment with in the mid-1930s. They are characterised by the translucency of their colours.

Bibliography

Berman & Nel, *Alexis Preller: Africa, the Sun and Shadows*, (Johannesburg, 2009), pp.51-53.



18

WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)

Native figures on horseback and canoes behind

signed 'Battiss' (lower left)

oil on canvas

31 x 41cm (12 3/16 x 16 1/8in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

Provenance

Purchased by a private collector in South Africa, circa 1960.

By direct descent to present owner.



19 *

ELEANOR ESMONDE-WHITE (SOUTH AFRICAN, 1914-2007)

Two figures in a wooded landscape
signed 'ESMONDE-WHITE' (lower right)

oil on canvas

41 x 61cm (16 1/8 x 24in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

Provenance

Acquired from Egon Guenther.

A private collection, USA.

20 *

ANTON VAN WOUW (SOUTH AFRICAN, 1862-1945)

The Bushman Hunter

signed and dated 'A.v.Wouw/ 1902' (to base); inscribed

'G. Nisini-Fuse/ Roma' (to base)

bronze

49 x 29 x 27cm (19 5/16 x 11 7/16 x 10 5/8in).

£40,000 - 60,000

€45,000 - 68,000

US\$55,000 - 83,000

Provenance

A private collection, Switzerland.

Literature

University of Pretoria, *Anton van Wouw: en die van Wouwhuis*, (Pretoria, 1981), another edition illustrated p.27.

A.E. Duffey, *Anton van Wouw: The Smaller Works*, (Pretoria, 2008), another edition illustrated pp.36-38.

The model for this small sculpture was a Bushman by the name of Korhaan. Van Wouw first encountered him on a visit to a friend's farm near Marico. Korhaan and his wife later resided with the artist for a year, working as servants and sculptural models.

Unaccustomed to clothes, Korhaan performed his chores naked, providing van Wouw with an opportunity to perfect his understanding of human anatomy. He made a body cast of the Bushman for the Transvaal Museum in Pretoria, along with a larger bust.

Following his period with the van Wouws, Korhaan was taken to America where he was exhibited as a human rarity. Later he joined Barnum & Bailey Circus, where he worked for the next 30 years.

A cast of *The Bushman Hunter* was first exhibited in November 1904, as part of the first exhibition of the Pretoria Art Association. Since then, the sculpture has become one of van Wouw's most beloved subjects. Casts were made both by Giovanni Nisini and the Giovanni Massa foundries during the artist's lifetime. Van Wouw insisted on hand-finishing each figurine after casting, meaning that each figurine is slightly different.

Bibliography

A.E. Duffey, *Anton van Wouw: the Smaller Works*, (Pretoria, 2008), pp.36-45.



21 *

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Hartbeespoort Dam
signed and dated '-Pierneef.46.' (lower left); inscribed 'Mrs JA Louw'
and bears Schweickhardt Art Gallery label (verso)
oil on board
43.5 x 59cm (17 1/8 x 23 1/4in).

£70,000 - 100,000

€79,000 - 110,000

US\$97,000 - 140,000

Provenance

Purchased from the artist by Mrs Anna Louw in the late 1940s.
Bequeathed to the current owner.

In 1929 the artist received a career-defining commission from the South African Railways. The consulting architects for the Johannesburg Station, Gordon Leith and Gerard Moerdijk, were well acquainted with Pierneef's work, and asked him to paint thirty-two panels to adorn the concourse. The murals took three years to complete, and were widely acclaimed when they were unveiled in 1932.

However, the panels were left open to the elements and soon started to show signs of deterioration. Pierneef was called back in 1946 to restore the works. Revisiting the commission inspired the artist to return to some of his favourite compositions. *Hartbeespoort Dam* depicts the same scene as the twentieth panel, but it reveals how Pierneef's aesthetic had developed. The bold colours and strongly delineated shapes that we see in the railway panel have given way to a freer and more expressive style. The palette has become muted, incorporating the soft purples and blues that would come to define his late works.

The responsibility for the advancement of tourism in the 1930s and 40s lay primarily with the South African railways and harbours. The commission stated that the panels should show the best the country had to offer, both in terms of natural beauty and historic importance. Hartbeespoort Dam was a natural choice to promote as a tourist destination. Recently opened in 1923, it represented the sophistication of South Africa's engineering. Pierneef depicts the dam in the distance, across the winding valley. This view was specifically selected, as the scene that would have confronted tourists as they approached from Johannesburg and Pretoria.

The art critic and linguist, Prof. A.C. Bouman, was greatly impressed by Johannesburg panels. He argued that the landscapes transcended naturalistic representation, communicating the essence of South Africa. In his seminal text, *Painters of South Africa*, he described the commission thus:

"Each of the works contains something symbolic. Each is the facet of a cut crystal which the sharp cutter, Pierneef, has taken in hand. That crystal is South Africa."

Bouman was not alone in appreciating the symbolic quality of Pierneef's art. Fellow critic, T. Roos, believed that Pierneef, more than any other artist, understood what made the country unique, and that his paintings were visual expressions of this affinity:

"He is teaching us to see, understand and to appreciate the rolling miles of veld with the blue mountains in the distance, the strange almost fantastic trees that dot the landscape of our own land" (T Roos).

Bibliography

Prof. A.C. Bouman, *Painters of South Africa*, (Cape Town, 1948).
P.G. Nel, *J.H. Pierneef: His life and his work*, (Cape Town, 1990).





22 *

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

A couple
 signed 'SKOTNES' (lower centre)
 painted and incised wood
 53 x 29.5cm (20 7/8 x 11 5/8in).

£5,000 - 8,000

€5,600 - 9,000

US\$6,900 - 11,000

Provenance

Acquired from Egon Guenther.
 A private collection, USA.

23 *

**ALEXIS PRELLER
(SOUTH AFRICAN, 1911-1975)**

Fish God

wood

119 x 23 x 25cm (46 7/8 x 9 1/16 x 9 13/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

Provenance

Acquired from the artist by Dr Cyril M. Ross circa 1967-68;
By direct descent to the current owner.

The above work was acquired by Cyril Ross, who had assembled a large collection of Preller's work in Pretoria. The work was titled "The Fish God" by the artist, though Preller often referred to it as "Joe" as it bore a likeness to a friend of the same name.





24

**ELEANOR ESMONDE-WHITE
(SOUTH AFRICAN, 1914-2007)**

Four women and girl, Corfu
signed 'ESMONDE-WHITE' (lower right)
oil on canvas
50.5 x 40.5cm (19 7/8 x 15 15/16in).

£4,000 - 6,000
€4,500 - 6,800
US\$5,500 - 8,300

Provenance

A private collection, Australia.
Acquired by current owner, 2014.



25 *

GREGOIRE JOHANNES BOONZAIER
(SOUTH AFRICAN, 1909-2005)

Cubist still life with jug

signed and dated 'Gregoire/ 1947' (upper right)

oil on canvas

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

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Purchased by a private collector in South Africa, circa 1960s.

By direct descent.



26 *

FRANCOIS KRIGE (SOUTH AFRICAN, 1913-1994)

Artist's studio

signed and dated 'F Krige 57' (upper right)

oil on canvas

58 x 43cm (22 13/16 x 16 15/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,700 - 14,000

Provenance

Purchased by a private collector in South Africa, circa 1960s.

By direct descent.



27 *

ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975)

Profile figures

signed and dated 'PRELLER/ 67' (lower centre)

oil on board

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

£50,000 - 80,000

€56,000 - 90,000

US\$69,000 - 110,000

Provenance

Purchased by a private collector at Volks Auctioneers, Pretoria, in 1988.

A private collection, Canada.

This painting is a smaller version of the oil on canvas exhibited at the artist's retrospective at the Pretoria Art Museum in 1972 (catalogue no. 35/4). Another unfinished version also exists, dated 1967/71.

The motif of two heads in profile facing towards one another is a recurring trope in Preller's work. It first appears in a painting executed in 1949, titled *The Gateway*. The inspiration for the theme came from an experience the artist had in 1939 whilst travelling in the Congo. He was fascinated by the distorted craniums of the local Mangbetu community, and made a sketch of one of the children's heads. The motif came to symbolise 'authentic' Africa for Preller.

The profile on the left featured as a standalone subject, in a series of identical female portraits begun in 1964, to which he gave the title *Primavera*. The elongated head that first appeared in *The Gateway* has been set upon the upper torso of Preller's iconic *Hieratic Woman*. The divine female was an important symbol for the artist, "a prototype for the Eternal Goddess, a timeless icon, open to endless replication by and for the faithful, as were countless Eastern European ikons of the Virgin Mary". In the words of art historian, Esme Berman, with these *Profiles* Preller "created his own sacred image".

Bibliography

E.Berman & K.Nel, *Alexis Preller: Collected Images*, (Johannesburg, 2009), pp.97, 217-221.



28

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Two watercolours: 'Head of a Senegalese woman', and 'A Football Game'

the first signed and dated 'G.Sekoto/71'; the second signed and dated 'G.Sekoto/73' (lower right), and inscribed 'a Madame Fortier/ avec mes souhaits de votre retablissement, amicalement Gerard Sekoto' (verso)

watercolour and gouache

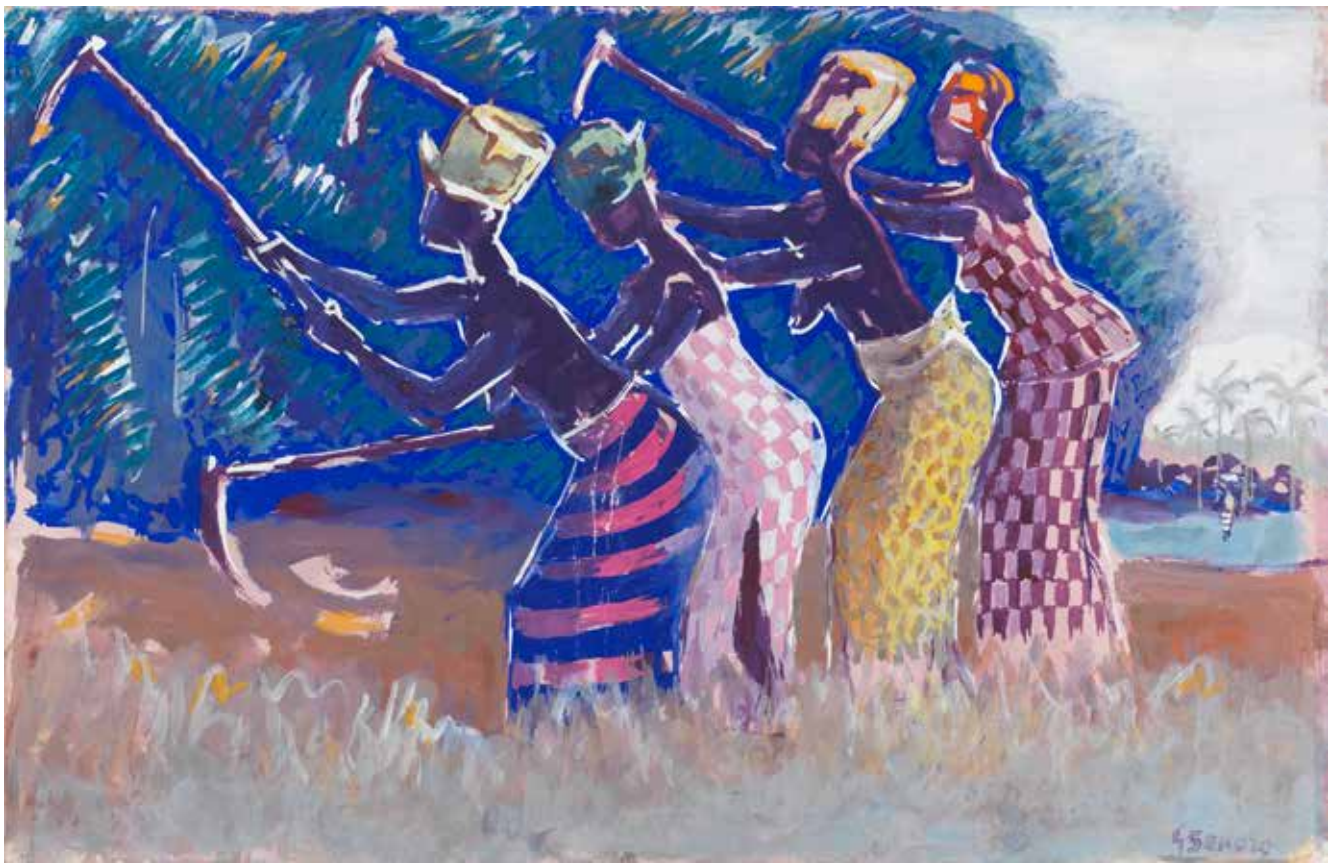
24 x 22.5cm (9 7/16 x 8 7/8in); 13 x 18cm (5 1/8 x 7 1/16in)

(2)

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300



29

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

African Harvesters

signed 'G SEKOTO' (lower right)

gouache

32.5 x 50cm (12 13/16 x 19 11/16in).

£8,000 - 12,000

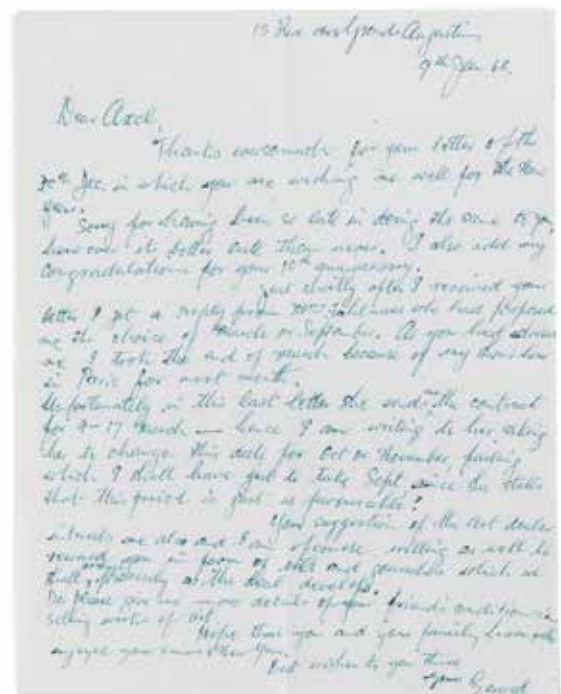
€9,000 - 14,000

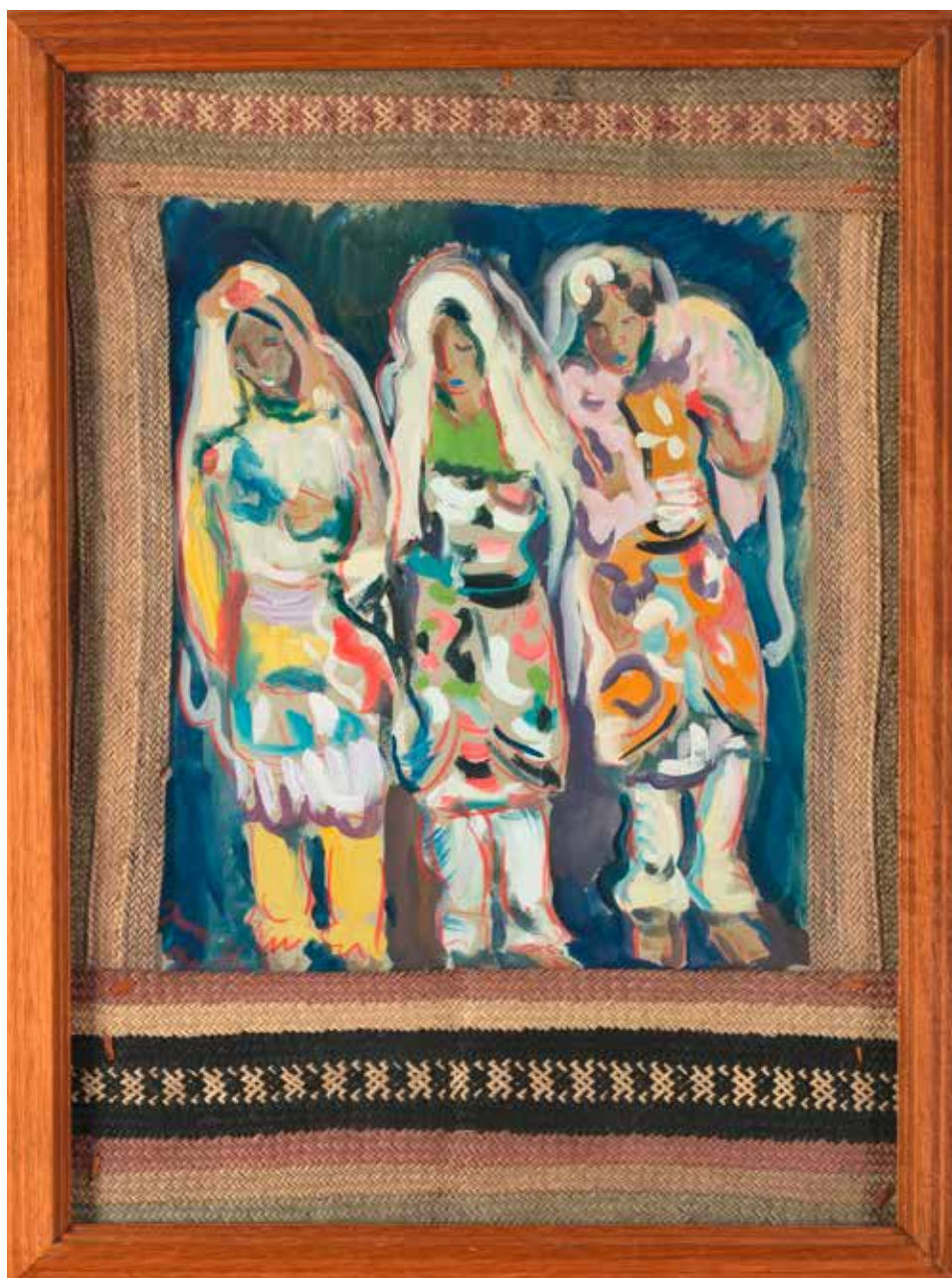
US\$11,000 - 17,000

Provenance

A private collection, Sweden.

To be sold along with a letter from the artist written whilst he was in Paris, dated 9 January 1968.





30

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Three Indian Women

signed and dated 'Irma Stern/ 194?' (lower left);

inscribed 'Mr Suzman' (verso)

gouache and watercolour

54.5 x 39.5cm (21 7/16 x 15 9/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

Provenance

Collection of Mr & Mrs Suzman.

By descent to present owner.

A private collection, Ireland.



31

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Portrait of an Indian woman
signed and dated 'Irma Stern/ 1945' (upper right);
inscribed 'Mr Suzman' (verso)
gouache
62 x 48cm (24 7/16 x 18 7/8in).

£25,000 - 35,000

€28,000 - 40,000

US\$35,000 - 48,000

Provenance

Collection of Mr & Mrs Suzman.
By descent to present owner.
A private collection, Ireland.

This gouache was executed in 1945, the same year that Stern made her second visit to Zanzibar. The archipelago was a source of fascination to the artist. Here she was exposed to a plethora of different practices and dress. The positioning of the islands had made them an important trading hub for goods coming from the Middle East and India. Some of these merchants settled in the area, establishing pockets of Malay, Indian and Arab communities. Stern, with her penchant for the exotic, was immediately entranced.

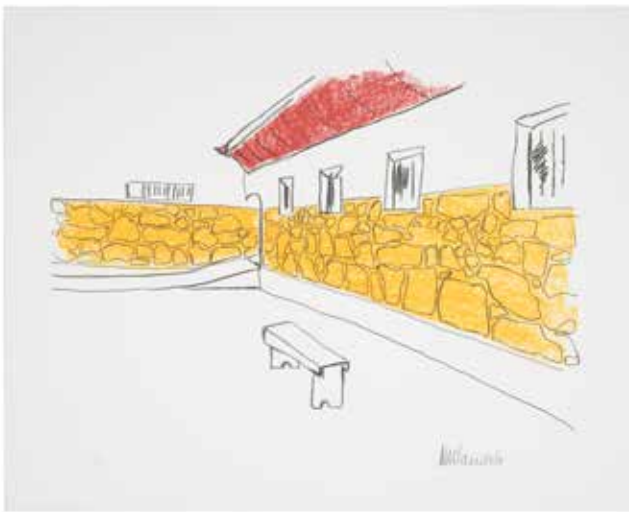
It is not entirely clear whether Stern encountered this young Indian woman in Zanzibar or in Cape Town, as she has been positioned against a neutral backdrop. However, the gouache possesses all of the qualities that we associate with the Zanzibar works - vibrant colours, sensual application of paint, the interplay of warm flesh tones and dark glossy hair.

In an interview with the *Cape Argus*, Stern described painting an earlier portrait of an Indian woman as a quasi-mystical experience:

"(The) East - the cradle of culture. Its symbols, its philosophy, all its mystery lie in their large almond-shaped eyes. I completely lost my heart to one Indian lady, the wife of a rich Indian merchant. Her face was like a delicate ivory carving, and just like ivory when time has touched it - tinted; her neck was like a fragile stalk of a hot-house flower. Only after promising never to show her portrait in public did she permit me to paint her.² (*The Cape Argus*, 3 April 1926)

Bibliography

Standard Bank Gallery exhibition catalogue, *Irma Stern: Expressions of a Journey*, (Johannesburg, 2003), p.62.
H.Proud & C.Kaufmann, ed. *Brushing up on Stern: Featuring Works from the Permanent Collection of the Iziko South African National Gallery*, (Cape Town, 2015), p.69.
M.Arnold, *Irma Stern: A Feast for the Eyes*, (Johannesburg, 1995), p.102.





32

NELSON ROLIHLEHLA MANDELA (SOUTH AFRICAN, BORN 1918)

'Reflections of Robben Island', a set of five lithographs:

1. 'The Ward'
2. 'The Courtyard'
3. 'The Tennis Court'
4. 'Mandela's Walk'
5. 'Guard Tower'

Each lithograph comes with a handwritten motivation by Nelson Mandela, and a photograph taken in collaboration between the artist and Grant Warren.

all signed 'NMandela' (lower right); numbered 87/350 (lower left)
lithograph, edition 87 of 350

40.5 x 49cm (15 15/16 x 19 5/16in) sheet size.

(5)

£4,000 - 6,000
€4,500 - 6,800
US\$5,500 - 8,300

Provenance

Purchased by a private collector at the Belgravia Gallery, London.

These lithographs will be sold along with Belgravia Gallery certificates of authenticity.



33

GLADYS MGUDLANDLU
(SOUTH AFRICAN, 1917-1979)

Village scene

signed and dated 'Gladys. Mgudlandlu. /1971.' (lower right)

gouache

53 x 82.5cm (20 7/8 x 32 1/2in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,200 - 6,900



34

**GEORGE MILWA MNyaluza PEMBA
(SOUTH AFRICAN, 1912-2001)**

A brawl in a bar
signed 'MMPEMBA/ 1949' (lower left); inscribed 'A Brawl in a bar' (to
stretcher) and bears Ellis & Co Gallery label (verso)
oil on canvas
52.5 x 69cm (20 11/16 x 27 3/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

A private collection, France.

35

EDOARDO VILLA (SOUTH AFRICAN, 1915-2011)

Torso III

inscribed, dated and numbered 'E.VILLA.1984.1/3' (along right side)

bronze, edition 1 of 3

40 x 18 x 26cm (15 3/4 x 7 1/16 x 10 1/4in) excluding base.

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

Provenance

A private collection, UK.

Edoardo Villa was born and raised in Bergamo, Italy. He studied at the Andrea Fortini Art School, before getting conscripted into the Italian Army at the outbreak of the Second World War. In 1940, Villa was wounded and captured at the battle of Sidi Barrani. He was subsequently taken to South Africa, where he was interned as a prisoner of war at the Zonderwater Camp near Pretoria. Villa remained in South Africa following his release in 1947, developing a reputation as one of the country's most accomplished abstract sculptors.

Prior to his internment at the POW camp, Villa worked primarily with stone. He began to experiment with clay modelling whilst in prison. The smooth, flowing, organic forms were only cast in bronze after the artist was released.

Bibliography

C.de Klerk & G.de Kamper, *Villa in Bronze*, (Pretoria, 2012), pp.1-2.



(reverse)



36 *

ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975)

Primavera II
signed and dated 'Preller '41/ Primavera II' (lower left); bears Lidchi Art
Gallery label (verso)
watercolour on plaster with hessian mounted to wooden panel
56 x 46cm (22 1/16 x 18 1/8in).

£15,000 - 20,000

€17,000 - 23,000

US\$21,000 - 28,000

Provenance

Purchased by a private collector in South Africa, circa 1960s.
By direct descent.

This is a version of an oil on canvas painted by Preller the previous year, titled *Girl with a flower*. This earlier work was sold in our saleroom in October 2009 for £60,000. It is illustrated in C. Truter's publication, *Alexis Preller, with notes by Christi Truter*, (Pretoria, 1947), (fig. no.4).

Primavera II depicts an exotic young woman with flower blossoms woven into her hair. After the outbreak of the Second World War, Preller joined the South African Medical Corps. He travelled to Egypt with the 14th Field Ambulance via the East Coast of Africa a year before the painting was executed. It is likely that he encountered the sitter on this expedition.

As with the majority of his wartime works, Preller invests the subject with symbolic potential. The blossom motif features in two other paintings from this period, *Remembrance of Things Past* (1943) and *Prisoner of War* (1943). The latter depicts a young soldier wearing his tin helmet. A garland of flowers hangs across his bare chest and shoulders. The fragile petals are a visual metaphor for his situation. Barely past adolescence, the soldier's features radiate youth and beauty. Stationed on the front line, his life might be extinguished whilst still in his prime.

In *Primavera II* too, the flowers in the woman's hair symbolise the transience of youth and beauty. But it also a form of escapism. Serving in the medical corps, Preller witnessed men who had suffered terrible wounds; loss of limbs, burns, disfigurement. In this portrait, the artist averts his gaze from these horrors and focuses on a beautiful young woman not of the earthly world; she is Primavera, the goddess of Spring. Painting this ethereal figure provided Preller with a brief respite from the ugly reality around him.

Bibliography

Berman & Nel, *Alexis Preller: Collected Images*, (Johannesburg, 2009), pp.17-19.

37 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Still life of Gladioli and Fruit

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

oil on canvas

87 x 69cm (34 1/4 x 27 3/16in).

£80,000 - 120,000

€90,000 - 140,000

US\$110,000 - 170,000

Provenance

Purchased by a private collector in South Africa, circa 1960s.

By direct descent.

Stern produced a large number of still life compositions over the course of her career. In painting inert objects such as fruit, vases and flowers, the artist was liberated from time constraints and the vanities of her sitters. She was free to experiment with paint application, and the relationship between emotional expression and empirical reality. For Stern, the "physicality of objects - their materials, surfaces and forms - presented a challenge: description had to be balanced with expression".

Still life of Gladioli and Fruit was executed in 1960, towards the end of Stern's life. Due to her deteriorating health, she was unable to travel as extensively as she had in her younger years. She became increasingly reliant on the objects in her immediate environment to provide subject matter for her art. Although Stern's physical movements were curtailed, her artistic explorations continued. This painting is evidence of her technical command - using a brush and knife, she "reconciles description with expressive interpretation, evoking the character of flower species and investigating the resonance of a cool colour harmony offset by planes of warm ochre and red."

Stern took great pride in her garden at the Firs. For her, horticulture was akin to painting; controlling nature through selection and arrangement to evoke a particular character or mood.

Bibliography

M.Arnold, *Irma Stern: A Feast for the Eye*, (Cape Town, 1995), pp.126-128.





38

CHRISTO COETZEE (SOUTH AFRICAN, 1929-2000)

Floral arrangement before an open window

signed 'Christo Coetzee' (lower left)

oil on board

87 x 70cm (34 1/4 x 27 9/16in).

£8,000 - 12,000

€9,000 - 14,000

US\$11,000 - 17,000

Provenance

Purchased by the current owner's father at Hanover Gallery, London, in 1955.

Exhibited

London, Hanover Gallery, 1955.



39 *

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

A township street
signed 'G Sekoto' (lower right)
oil on board
51 x 62cm (20 1/16 x 24 7/16in).

£40,000 - 60,000

€45,000 - 68,000

US\$55,000 - 83,000

Provenance

Acquired by a private collector in South Africa, circa 1960.
By direct descent.

Although undated, this painting is stylistically consistent with Sekoto's works from the late 1950s. It depicts two women on the street of a South African township. At the time of execution, the artist was living in Paris. However, he had spent a number of years residing in Sophiatown, a township on the outskirts of Johannesburg, prior to this.

Although Sekoto moved to Paris voluntarily in 1947, he later described it as a self-imposed exile. There were many more opportunities for an artist in Europe at the time, and Sekoto knew his career would benefit from the relocation. However, he struggled with homesickness.

The paintings he executed in this period reveal his nostalgia for South Africa, looking back to his life in Sophiatown. He described his emotions in a letter to his friend Barbara Lindop:

"All that I do, even outside of South Africa, is still with the eye, the heart and the soul of the land of my birth. I must hear and listen to all the cares and joys - gaieties which shoulder all the sufferings, injustices, greeds and hatreds. Through the wealth of gold and other minerals in our country - yet still looking forward into building up a future suitable to the honour of mankind..." (1968)

Whilst the subject matter recalls Sekoto's time in the township, the scene demonstrates how his style transformed during his residence in Paris. The female figures are depicted in loose, impressionistic brushstrokes. There is a confidence in the application of paint. Sekoto later acknowledged that the change in environment had encouraged a revolution in technique:

"Quality and texture could - and do - change according to the artist's environment, circumstances at various moments, general atmosphere and climatic conditions, contacts and experiences. In a new environment they change together with facing a new world of art" (extract from a letter to Barbara Lindop, 1968).

Bibliography

B. Lindop, *Gerard Sekoto*, (Johannesburg, 1988), pp.18-26, 241, 249.



40

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

Ravine Wall
signed and dated 'C.SKOTNES/ 97' (lower left);
inscribed 'Ravine Wall' (verso)

oil on panel
130 x 125cm (51 3/16 x 49 3/16in).
in artist's metal-plated frame.

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

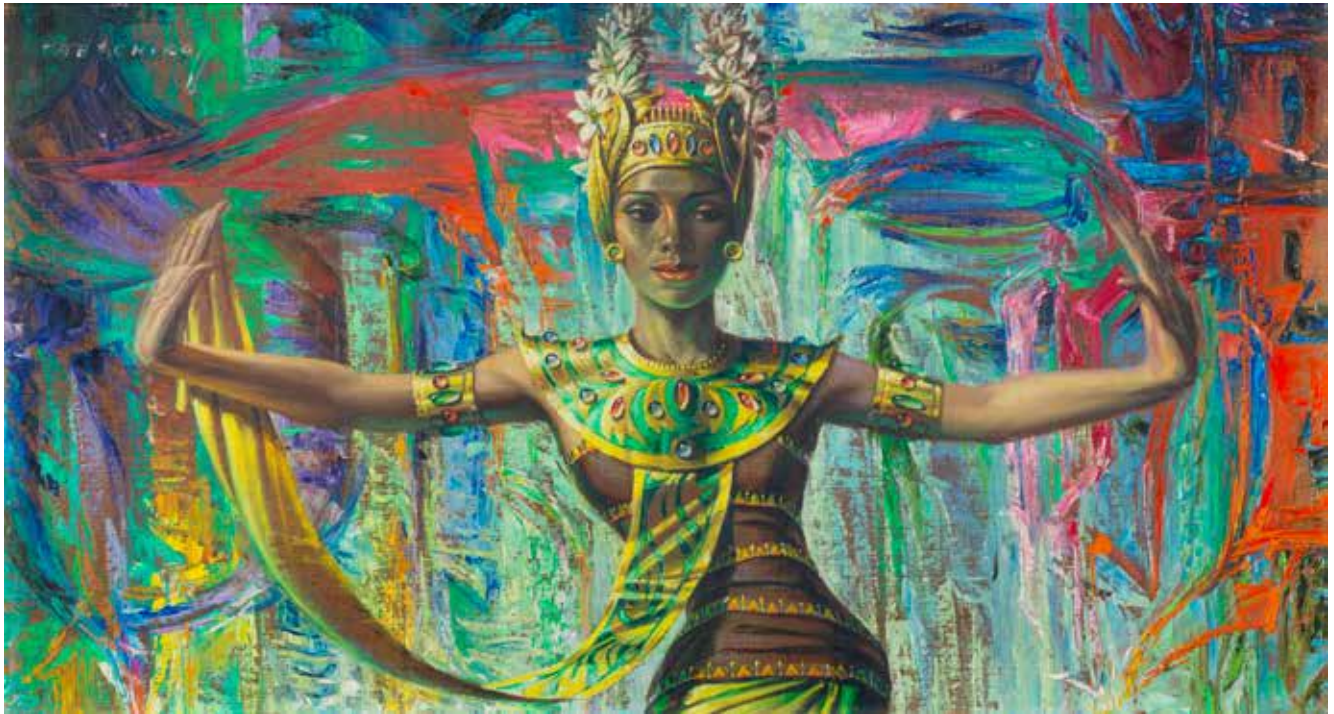
Provenance

The Atlantic Art Gallery, Cape Town.
A private collection.

"My entire art grew out of the landscape. I tried to create a unique South African formal language by analyzing the landscape - inspired by the forms which the indigenous art had already identified, and also against the background of Pieterneef." (Cecil Skotnes)

Ravine Wall, with its rich, earthy colours, was inspired by the rocky shelters of the Brandberg mountain. The ravine is home to more than 45,000 rock paintings. The stylised human figures that can be discerned in Skotnes' work are a homage to these ancient paintings and their creators, who resided there before the invasion of European colonialists.

The sinuous abstract forms inspired by the ravine's rocky contours are intended to evoke a state a mind, the 'essence' rather than the specifics of the region.



41
VLADIMIR GRIEGOROVICH TRETCHIKOFF
(SOUTH AFRICAN, 1913-2006)

Balinese Dancer
 signed 'TRETCHIKOFF' (upper left)
 oil on canvas
 65 x 121cm (25 9/16 x 47 5/8in).

£25,000 - 35,000
 €28,000 - 40,000
 US\$35,000 - 48,000

Provenance
 A private collection, UK.

42 *

SYDNEY ALEX KUMALO
(SOUTH AFRICAN, 1935-1988)

St Francis of Assisi

signed and numbered 'K VIII/X'

bronze

70 x 27.5 x 22.5cm (27 9/16 x 10 13/16 x 8 7/8in).

£30,000 - 50,000

€34,000 - 56,000

US\$42,000 - 69,000

Provenance

Acquired from Egon Guenther.

A private collection, USA.

Literature

H.Toerien & G.Duby, ed. *Our Art*, vol.3, (Pretoria, 197-), illustrated
p.66.

Born in Johannesburg in 1935, Kumalo first received sculptural instruction at the Polly Street Bantu Men's Social Centre in 1952. At this time, the Director of Art was the renowned wood engraver and painter, Cecil Skotnes. Skotnes was quick to recognise Kumalo's talent, and became the young man's mentor.

Shortly after this, Kumalo was accepted as an assistant in the studio of Edoardo Villa. This was a valuable training ground, as Villa worked in a variety of media including clay, bronze, stone and steel.

When Cecil Skotnes resigned as Director of the Polly Street Art Centre, Kumalo took over the role. He held the post for four years, before resigning to concentrate on his own sculptural practice.

The most important influence on Kumalo's work came in 1962 when he met the collector and gallerist, Egon Guenther. The sculptor held three solo exhibitions at Guenther's gallery in 1962, 1966 and 1967.

St. Francis is one of Kumalo's best known works. Conceived in 1961, the sculpture depicts the Christian saint renowned for his acts of compassion. It was described by a contemporary critic thus:

"The mask-like head radiates spiritual serenity, yet the neck is rigid with strain. The wide-legged stance asserts confidence but the arms are pathetically thin. This is a representation of a man rent by spiritual conflict, caught in his frail human body. Movement is concentrated at two points: on the saint's left hand that cuddles a dove protectively against his chest, and on the strong thrust of the right arm reaching heavenwards in a gesture that combines blessing with threat. This double significance reinforces the tension caused by the amalgam of Christian content with forms redolent of African ritual...in Sydney Kumalo's *St. Francis* a man is portrayed who has galvanised himself through the strength of selfless compassion and so overcomes the limitations set by his fallible human body."

Bibliography

H.Toerien & G.Duby, ed. *Our Art*, vol.3, (Pretoria, 197-), pp.66-68.





1



2



3

43 *

HANNES HARRS (GERMAN, 1927-2006)

Three works:

1. Abstract with red circle, inscribed 'Hannes Harrs '72' (verso)
2. Cubist abstract in brown, inscribed 'Hannes Haars '68' (verso)
3. Abstract with interlocking forms, inscribed 'Hannes Haars '71' (verso)

oil on board

62.5 x 32cm; 64 x 48.5cm; 60 x 44.5cm

(3)

£5,000 - 8,000

€5,600 - 9,000

US\$6,900 - 11,000

Provenance

Acquired from Egon Guenther.

A private collection, USA.



44

CHRISTO COETZEE (SOUTH AFRICAN, 1929-2000)

Fish-parrot

signed and dated 'Christo Coetzee 1955' (upper left)

oil on canvas

76 x 101cm (29 15/16 x 39 3/4in).

£15,000 - 20,000

€17,000 - 23,000

US\$21,000 - 28,000

Provenance

Purchased by the current owner's father at Hanover Gallery, London, in 1955.

Exhibited

London, Hanover Gallery, 1955.



45 *

AFTER ANTON VAN WOUW (SOUTH AFRICAN, 1862-1945)

'The Dagga Smoker'

signed 'A. VAN WOUW./ S.A. Joh-burg' (to the right of the figure's right foot)

bronze

17.5 x 48 x 19cm (6 7/8 x 18 7/8 x 7 1/2in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

Provenance

A private collection, USA.

This small sculpture depicts a man crouched on the floor to smoke dagga (marijuana, a kind of hemp that grows wild in South Africa). He holds a calabash filled with water in his right hand and a pipe in his left, balancing on his forearms and knees. The awkward posture offers van Wouw an opportunity to model contorted musculature and show off his knowledge of human anatomy.

The artist started work on the figure in 1907; it would take a further nine months to complete. The sculpture is characterised by a juxtaposition of contrasts: the smooth skin of the smoker's exposed back with the coarse hair on his head, the polished calabash with the wrinkled fingers. The composition as a whole is made up of a series of closed and open triangles.

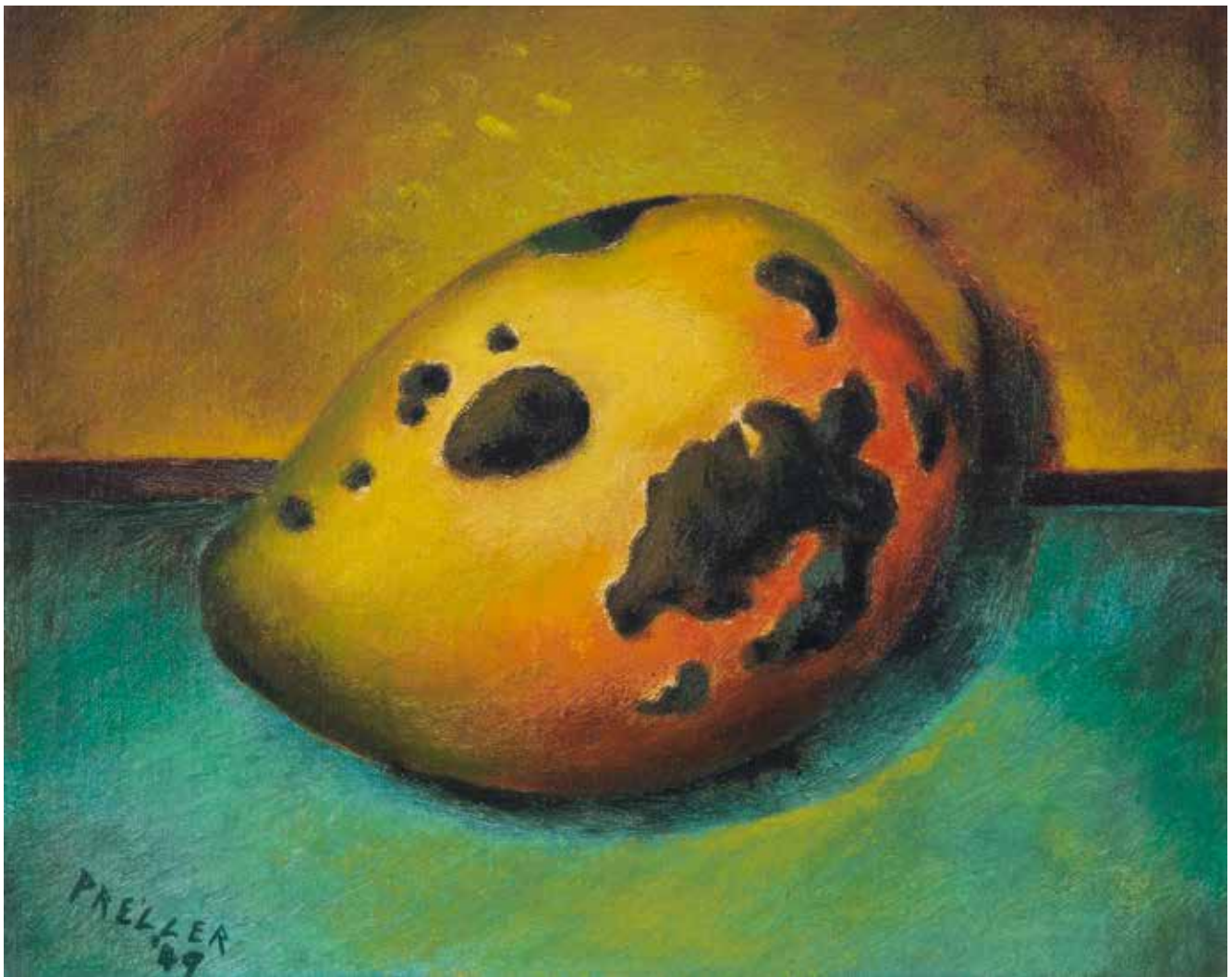
The political cartoonist D.C. Boonzaier (father of the painter Gregoire Boonzaier) visited van Wouw's studio in July 1914. He noted that the artist regarded *The Dagga Smoker* as "one of the best things he has done".

The sculpture was equally regarded by van Wouw's patrons. It was so popular that casts of the subject were made in South Africa after the artist's death, of which the present lot is one.

Bibliography

A.E. Duffey, *Anton van Wouw: the Smaller Works*, (Pretoria, 2008), pp.61-2.





46

ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975)

Mango

signed and dated 'PRELLER '49' (lower left)

oil on canvas laid to panel

17 x 21.5cm (6 11/16 x 8 7/16in).

£5,000 - 8,000

€5,600 - 9,000

US\$6,900 - 11,000

Provenance

Purchased by a private collector at the Wolpe Art Gallery, Cape Town, in 1968.

By direct descent.

Mangoes are a recurring motif in the work of Alexis Preller. He first began to explore the theme in the 1940s with works such as *Mangoes on the Beach* (1948). In this and later renditions, the artist elevates the humble fruit to a "household god". For Preller, the mango was symbolic of his yearning for a pre-industrial age, an Edenic paradise. Having served in the Second World War, he had witnessed the destructive potential of modern technology. When he visited the Seychelles in 1948, he was struck by its unspoiled natural beauty. The lush vegetation, exotic fruits, white beaches and blue sea enthralled him, and would provoke a proliferation of artworks.

Preller returned to the mango motif again and again, honing his technical mastery. In the words of art historian, Merwe Scholtz, he pursues the subject "with the persistence of a dream inevitably recurring, groping towards yet another shape, one richer, clearer, more comprehensive than its previous manifestation".

This lot is one of the artist's earliest renditions. The vivid aquamarine sets off the rich gold and red hues of the ripe fruit. The lush palette fully communicates the island's exotic allure, and its potential as a romantic, pre-industrial idyll.

Bibliography

Berman & Nel, *Alexis Preller: Africa, the Sun and Shadows*, (Johannesburg, 2009).



47

GERARD SEKOTO
(SOUTH AFRICAN, 1913-1993)

Senegalese Figures
 signed 'G SEKOTO' (lower right)
 gouache
 19 x 14cm (7 1/2 x 5 1/2in).

£3,000 - 5,000
 €3,400 - 5,600
 US\$4,200 - 6,900

Provenance

A private collection, Sweden.

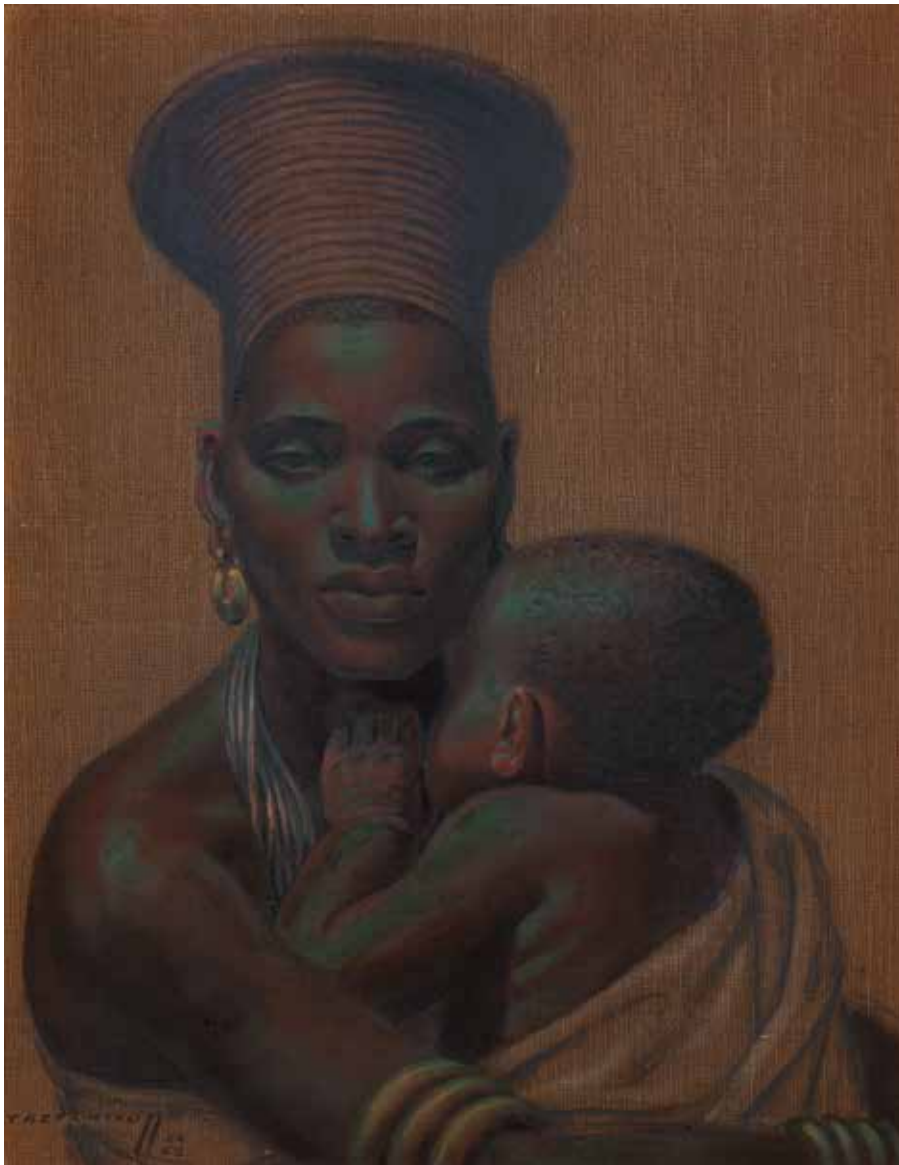
Sekoto first travelled to Senegal at the invitation of the president, Leopold Senghor, to exhibit at the 'First Festival of Negro Arts' in 1966. The artist remained in Dakar for a few months after the convention, immersing himself in local life. During this period, Senghor lent Sekoto his car and chauffeur so that he could visit the village of Casamance. The artist was struck by the grace and beauty of the people he encountered here. He made many sketches, which he translated into oil paintings on returning to Dakar.

Sekoto believed that the trip liberated him artistically. The sunny climate, the stately pace of life in Casamance, the inherent grace of the residents, were sources of inspiration:

"My looser and freer lines were aroused during my stay in Senegal... but the slow, elegant movement of the people was mostly fairy-like to me, more especially since I did not speak the language to be able to extract the real feel of the people in my own way. They are difficult to penetrate and there was also the barrier of religion." (A letter from the artist to Barbara Lindop, 1968)

Bibliography

B.Lindop, *Gerard Sekoto*, (Johannesburg, 1988), pp.232.



48 *

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

African Madonna

signed and dated 'TRETCHIKOFF/ SA 52' (lower left)

oil on canvas

88 x 70cm (34 5/8 x 27 9/16in).

£30,000 - 50,000

€34,000 - 56,000

US\$42,000 - 69,000

Provenance

Purchased by Mr. Mariano at the Eaton Co., Montreal, c.1958.

A private collection, Canada.



49 *

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Karoo Landscape

signed 'Pierneef' (lower left)

oil on panel

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

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

A private collection, USA.

The semi-desert region of the Karoo recurs again and again in Pierneef's oeuvre - the landscape continued to inspire the artist throughout his career. Characterised by its low rainfall and cloudless skies, the climate in the Karoo is one of extremes. Early settlers at the Cape viewed the terrain as an impenetrable barrier to the interior, subject to great frosts, floods and droughts.

The present view most likely depicts the Great Karoo. In the background, we can see the 'Karoo Koppies', the iconic flat-topped hills. The foreground is given over to gentle yellow and orange undulations, generating an impression of great heat and aridity.



50

JOHN MEYER (SOUTH AFRICAN, BORN 1942)

North of Montalcino

signed 'John Meyer' (lower right); inscribed 'North of Montalcino ©

John Meyer 2089' (verso)

oil on canvas

48.5 x 59cm (19 1/8 x 23 1/4in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

Provenance

A private collection, France.

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.



51

IRMA STERN (SOUTH AFRICAN, 1894-1966)

'Fishing Girl'

signed and dated 'Irma Stern/ 1951' (upper right); bears Venice

Biennale exhibition label (verso)

oil on canvasboard

61.5 x 39.5cm (24 3/16 x 15 9/16in).

£30,000 - 40,000

€34,000 - 45,000

US\$42,000 - 55,000

Provenance

Private collection, UK.

Exhibited

Venice, Italy, Biennale Internazionale d'Arte di Venezia, 1958.

In the last decade of her life, Stern largely travelled within Europe. Africa had changed much since she first voyaged across the continent. Industrialisation and urbanisation had radically altered the landscape and traditional ways of life. Stern, a lifelong romantic, was greatly disturbed and disillusioned. In an interview in 1953, she complained:

"I no longer feel at ease...on my painting tour in the Transkei a few months ago I found things had changed since my earlier visits - perhaps the change lay in the Natives, perhaps in myself. But the old ease of communication had gone" (Cape Argus).

Her works from the 1950s tend to depict scenes of agricultural labourers, harvesters, fishermen. It is perhaps no surprise that the artist was drawn to symbols of fertility and regeneration as her own health was starting to fail. The current lot portrays a young fisher-woman. The girl's wide eyes and open expression emphasize her naivety and youth. At the same time, the sombre blue, grey and violet palette invests the painting with melancholy; an unconscious expression of the artist's nostalgia for her own girlhood.

Stern exhibited the painting at the Venice Biennale in 1958. This was the fourth time she was selected to represent South Africa at the art fair, having shown works in 1950, 1952 and 1954.



52

ANTON VAN WOUW (SOUTH AFRICAN, 1862-1945)

Laughing Basuto

signed and dated 'A van Wouw/ Joh-burg 1936' (bottom edge of left shoulder); inscribed 'FOUNDRY G.MASSA ROME' (bottom right)
bronze

26 x 40 x 30.5cm (10 1/4 x 15 3/4 x 12in) (including base).

£30,000 - 40,000

€34,000 - 45,000

US\$42,000 - 55,000

This torso bust demonstrates van Wouw's real virtuosity as a sculptor. It depicts a cheerful African man in a moment of spontaneous laughter, his head thrown back and arms crossed. The modelling of the teeth and peppercorn hair is crisp and precise, as are the prominent veins on his right hand.

The bust was originally cast in 1907. However, only a few of these early castings exist. Van Wouw reworked the sculpture in 1936 and had it cast in Italy. This particular piece was executed at the Massa foundry, widely recognized for their high quality castings and attention to detail.

Bibliography

A.E. Duffey, *Anton van Wouw: the Smaller Works*, (Pretoria, 2008), pp.73-74.





53 *

EDOARDO VILLA
(SOUTH AFRICAN, 1915-2011)

Two figures
signed, dated and numbered 'E.VILLA 1969 3/6'
bronze
30 x 40 x 40cm (11 13/16 x 15 3/4 x 15 3/4in).

£4,000 - 6,000
€4,500 - 6,800
US\$5,500 - 8,300



54 *

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

Two figures
 signed 'C SKOTNES' (lower right)
 carved and incised wooden panel
 90 x 92cm (35 7/16 x 36 1/4in).

£20,000 - 30,000
 €23,000 - 34,000
 US\$28,000 - 42,000

Provenance

Acquired from Egon Guenther.
 A private collection, USA.

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.



55 *

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

Transfigure II Maquette

inscribed and numbered 'Dylan Lewis S242 8/12' (along figure's left shin)

bronze, edition 8 of 12

41 x 44 x 20cm (16 1/8 x 17 5/16 x 7 7/8in).

£6,000 - 9,000

€6,800 - 10,000

US\$8,300 - 12,000

Provenance

The Fay Family Foundation.

Acquired by a private collector from Everard Read Gallery, 2007.

A private collection, Canada.



56

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

'I rest my case, M'lud' (2007)

inscribed with artist's name, title and date (verso)

oil and spray paint

45 x 45cm (17 11/16 x 17 11/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,700 - 14,000

Provenance

Purchased directly from the artist, 2007.

Exhibited

London, Simon Mee Fine Art, *Robert Hodgins*, 2007.

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.



57

57
VUSI KHUMALO (SOUTH AFRICAN, BORN 1951)
 'Sonnabo Informal Settlement'
 signed and dated 'VUSI KHUMALO '99' (lower right)
 mixed media
 147 x 121cm (57 7/8 x 47 5/8in).

£3,000 - 5,000
 €3,400 - 5,600
 US\$4,200 - 6,900

58
WILLIE BESTER (SOUTH AFRICAN, BORN 1956)
 Semekazi (Migrant Miseries)
 oil, enamel and mixed media on board
 125 x 125cm (49 3/16 x 49 3/16in).

£4,000 - 6,000
 €4,500 - 6,800
 US\$5,500 - 8,300

Provenance

Acquired from Goodman Gallery, Johannesburg, in 1993.
 In the collection of Jean Pigozzi, Paris.
 Acquired by a private collector at Sotheby's, London, 24 June 1999,
 lot 1.

Exhibited

Johannesburg, Goodman Gallery, *Willie Bester*, 1993.

Literature

A. Magnin & J. Souillou, eds., *Contemporary Art of Africa*, (New York, 1996), p.157. Illustrated on the front cover.



58

Migrant Miseries narrates the story of Zani Stanford Semekazi, a Xhosa man living in Crossroads, one of Cape Town's largest townships. At the centre of the work is a portrait of Semekazi. He gazes out at us hopelessly from behind a mesh of barbed wire. To the right is his identity book. His 'Group' and 'Tribe' are clearly marked: Xhosa.

Bester executed the artwork in 1993, as the apartheid era drew to a close. Whilst racial discrimination was no longer part of the country's legislation, men like Semekazi still faced many obstacles. Having been denied access to training and education, job opportunities for the black community were limited to low-skill roles. In 1993, unemployment was rife.

To the right of Semekazi's identity book, a red-lettered sign reads 'NO JOBS'. The protagonist's dilemma is laid out in the panel above:

"NZ.S. SEMEKAZI. From January, no pay. And R60.74 each month. I rent £6 for accommodation. I pay R5.00 in church. And what can I do for £60.00. I have wife and kido, my child is doing STD9."

His situation seems bleak. And yet there are suggestions that the future will be better. The portraits of Semekazi's smiling children and the inclusion of a bible indicate that with the help of these supports, he will be able to weather his current hardships.

This artwork was previously in the collection of art enthusiast and philanthropist, Jean Pigozzi. Now one of the the largest collections of contemporary African art in the world, Pigozzi was first inspired by a visit to the 'Magiciens de la Terre' exhibition at the Centre Georges Pompidou in 1989. Presenting works by more than a hundred artists from fifty countries, it was hailed as "the first truly international exhibition of worldwide contemporary art". For many of the participants, it was the first time their artworks had been shown outside their native country. Pigozzi was overwhelmed by the wealth of talent on display: "The colours, the imagination, the subjects – I was definitely impressed. Of course I knew that interesting creative work was happening all over the world, but there seemed to be no way to find it, to see it."

Pigozzi determined to redress this lack of exposure by assembling his own collection. Working with one of the exhibition's curators, Andre Magnin, he established the Contemporary African Art Collection. CAAC now includes several thousand paintings, sculptures, drawings, photographs, installations and films. Having been exhibited at numerous prestigious venues including the Museum of Fine Arts, Houston and the Guggenheim Bilbao, CAAC has helped to launch the careers of many African artists.

In 1999, Pigozzi auctioned part of the collection to raise money for a new initiative - the Jean Pigozzi Prize for Contemporary African Art - which was to be awarded to a sub-Saharan contemporary painter, sculptor or photographer. The current work was one of the lots sold at the auction.



59 *

**LUCAS TANDOKWAZI SITHOLE
(SOUTH AFRICAN, 1931-1994)**

'I'm Waiting'

signed 'L.T.SITHOLE' (to base)

copper patinated Rhodesian teak on liquid steel
base

31 x 9.5 x 9.5cm (12 3/16 x 3 3/4 x 3 3/4in)
including base.

£3,000 - 5,000

€3,400 - 5,600

US\$4,200 - 6,900

Provenance

Purchased by a private collector at Gallery 101,
Johannesburg, in 1970.

A private collection, Cedar Rapids, USA.

A private collection, Le Mars, USA.

Born to a Zulu priest and Swazi mother in 1931,
Lucas Sithole spent his formative years in Kwa-
Thema in the Transvaal. He studied for a year at the
Polly Street Art Centre under the instruction of the
well-known artist Cecil Skotnes, before establishing
his own studio.

Sithole's wooden figures draw on Skotnes's
teachings, fusing elements of indigenous African
sculpture with European art traditions. *I'm Waiting*
demonstrates the typical anatomical distortion of
much African carving. Historically such figures had
been created for ritualistic purposes; they were
valued for their spiritual potency, not verisimilitude.
However, as art historian E.J. de Jager has
commented, the exaggerated features of Sithole's
figures also bring to mind the gargoyles that adorn
many Gothic churches in Europe.

I'm Waiting is listed on Fernand Haenggi's online
catalogue raisonné (www.sithole.com) as LS 6911 .

We are grateful to Fernand Haenggi for his
assistance in cataloguing this lot.

Bibliography

F.F. Haenggi, *Lucas Sithole 1958-1979: A
pictorial review of Africa's major black sculptor*,
(Johannesburg, 1979) pp. 65, 71, 85.

E.J. de Jager, *Images of Man: Contemporary South
African Black Art and Artists*, (Fort Hare, 1992) pp.
120-121.



60

**ROBERT GRIFFITHS HODGINS
(SOUTH AFRICAN, 1920-2010)**

'Listen to the Sun'

inscribed 'Robert Hodgins/ Listen to the Sun/ o/c '99/ For "Voetsak"
(verso)

oil on canvas

46 x 33cm (18 1/8 x 13in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,700 - 14,000

Provenance

The collection of Mr. Frits Bless, 1999-2014.

By direct descent to the present owner.

Frits Bless (1951-2014) directed the Van Reekum Museum in Apeldoorn between 1985 and 2000. During his tenure, he took an active role in expanding the museum's contemporary art collection to include more abstract and conceptual works.

A keen collector himself, Bless turned his own attentions to African and Latin American art in the early 1990s, searching for alternative visual languages to those of Western Europe.

Bless purchased this painting directly from the artist in 1999.



61

SYDNEY ALEX KUMALO
(SOUTH AFRICAN, 1935-1988)

Hugging Figure
 inscribed 'KUMALO' on base
 bronze

34 x 13 x 11.5cm (13 3/8 x 5 1/8 x 4 1/2in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,200 - 6,900





62

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

Leopard walking

inscribed and numbered '© Dylan Lewis/ 2001 7/12' (front right corner of base)

bronze, edition 7 of 12

80 x 142 x 24cm (31 1/2 x 55 7/8 x 9 7/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,700 - 14,000

Lewis began his artistic journey as a painter. However, he swiftly discovered that his real vocation was sculpture. He subsequently devoted himself to the medium, and has become known as one of the world's foremost sculptors of the animal form.

Lewis's large cat sculptures began as a direct, literal and intuitive response to the wild animal in its natural environment. He finds inspiration in the raw energy of South Africa's fauna and flora, spending much time in the coarse and desolate landscape between the Cape Peninsula and the interior. For the artist, the leopard is the apogee; totally at one with its habitat, the big cat's movements are instinctual. This is manifest in Lewis's sculptures of the predators, whether stretching, walking, grooming, hunting or relaxing.

As well as being metaphors for wilderness, Lewis's cat sculptures are also anatomically precise. The musculature of *Leopard Walking* is rendered in great detail. Athletic and lithe, the sculpture celebrates the beauty and power of this magnificent animal.

Bibliography

L. Twiggs, *Shape Shifting: From animal to human: The Sculpture of Dylan Lewis*, (London, 2009) pp.1-3.



63

VLADIMIR GRIEGOROVICH TRETCHIKOFF
(SOUTH AFRICAN, 1913-2006)

Mountain Fire

signed 'TRETCHIKOFF/ 1950' (lower right)

oil on canvas

70.5 x 96cm (27 3/4 x 37 13/16in).

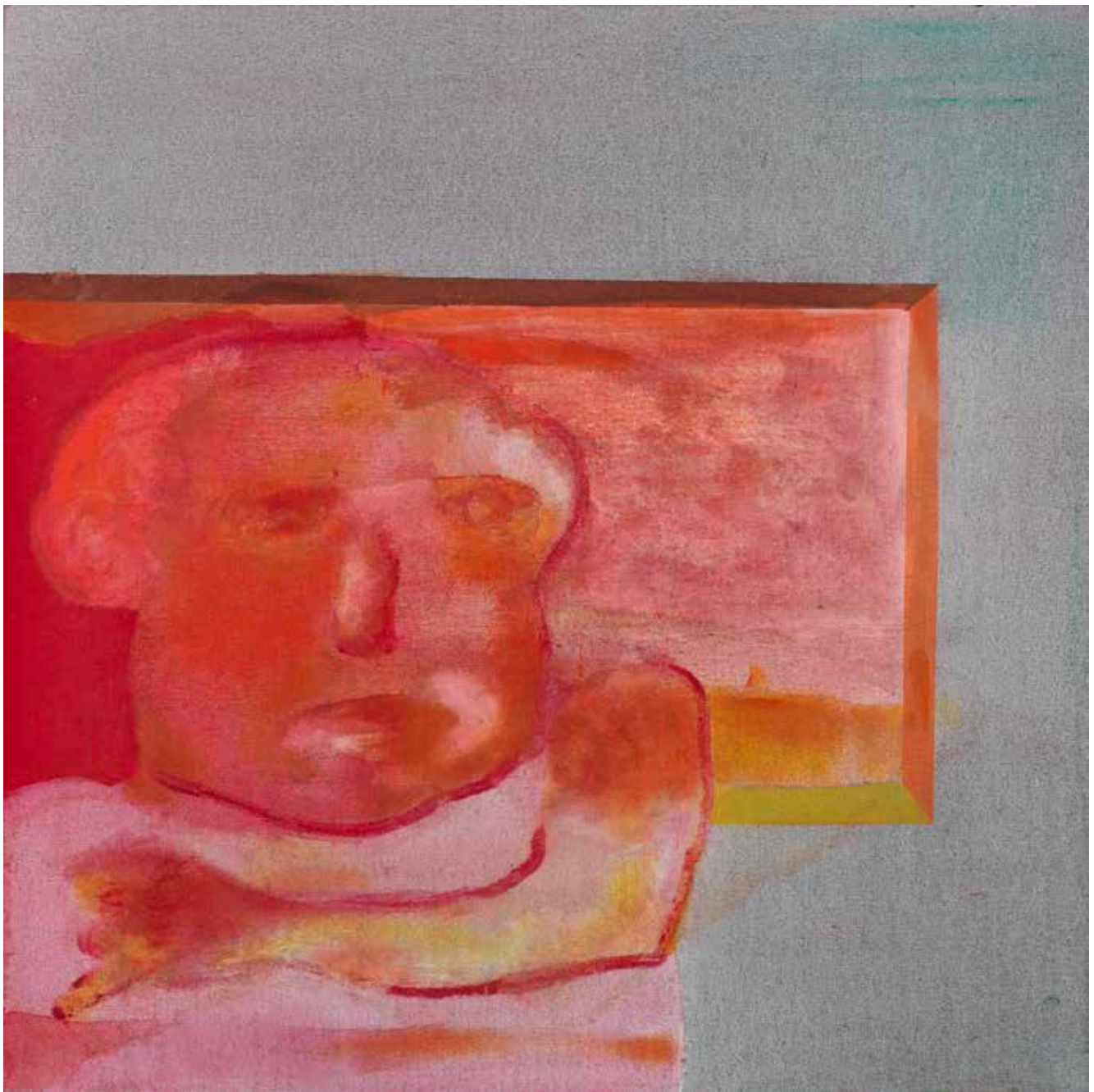
£3,000 - 5,000

€3,400 - 5,600

US\$4,200 - 6,900

Literature

R.Buncher, *Tretchikoff*, Cape Town, 1950, illustrated in b&w.



64

**ROBERT GRIFFITHS HODGINS
(SOUTH AFRICAN, 1920-2010)**

'Woman at a window' (2004)
signed, dated and titled (verso)
oil on canvas
60 x 60cm (23 5/8 x 23 5/8in).

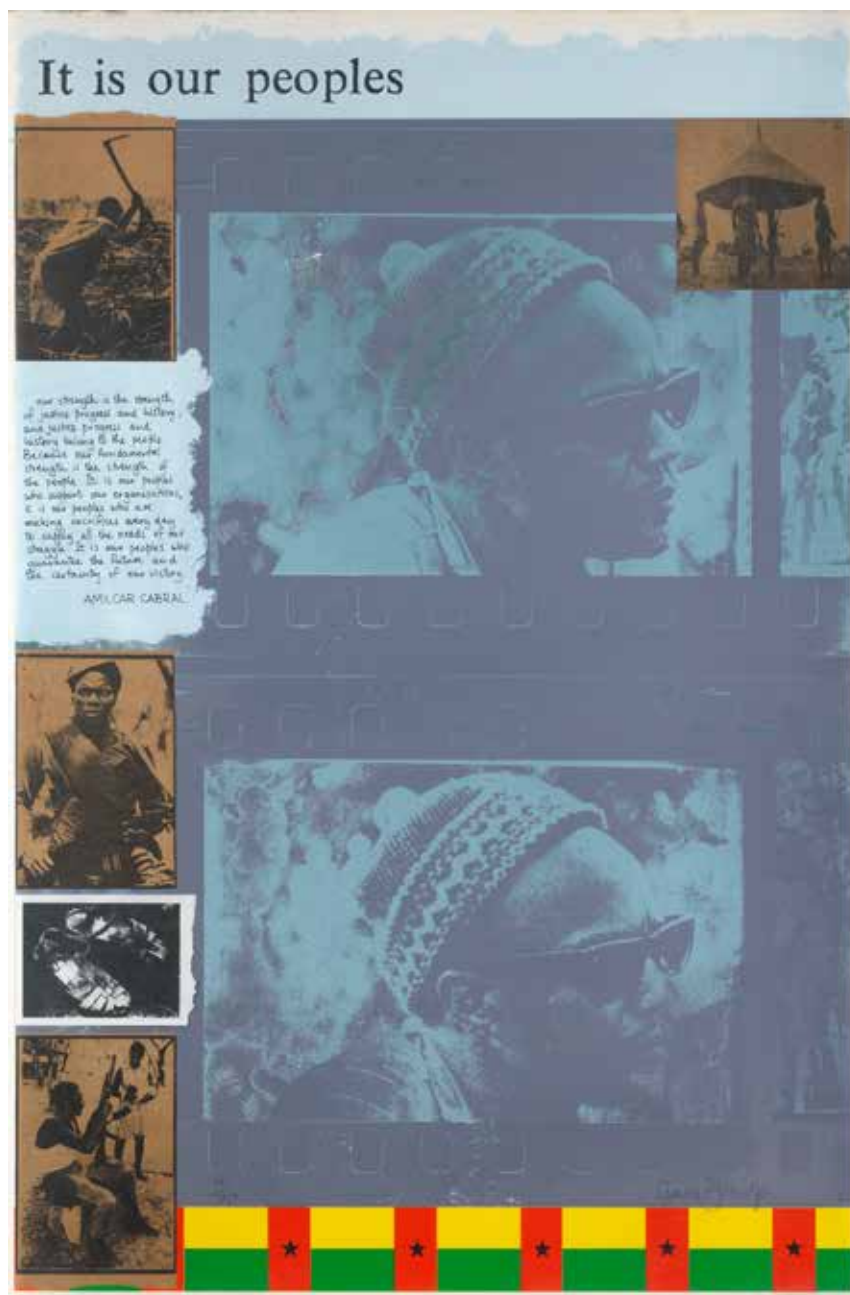
£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Purchased from the artist in 2004.



65

GAVIN JANTJES (SOUTH AFRICAN, BORN 1948)

'It is our peoples'

signed 'Gavin P Jantjes' (lower right) and numbered 14/70 (lower left)

screenprint with collage

90.5 x 60.5cm (35 5/8 x 23 13/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,200 - 6,900

Provenance

A private collection, UK.



66

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

Leopard Stalking II maquette

inscribed and numbered '© Dylan Lewis 7/15 S212' (bottom right corner of rock); bears SCS foundry mark

bronze, edition 7 of 15

13.5 x 18.5 x 7.5cm (5 5/16 x 7 5/16 x 2 15/16in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

Provenance

A private collection, UK.



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.

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FINE SOUTHEAST ASIAN ARTS**

Thursday 29 March 2018
Hong Kong

**ANTONIO BLANCO
(FILIPINO, 1912-1999)**

Joged Dancers

oil on canvas in artist's original
handcrafted frame

signed 'Antonio Blanco'

Painted in 1962

101cm x 141cm (39 3/4 x 55 1/2in.)

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23 - 29 March 2018

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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 *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

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

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

25% up to £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*).

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

8. VAT

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

The following symbols, 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 *Buyers* on any *Lots* subsequent to the Sale.

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
		9	FORGERIES
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		10.2.2	changes in atmospheric pressure; nor will we be liable for:
		10.2.3	damage to tension stringed musical instruments; or
		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Stamp**” means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

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

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

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

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

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

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

“**Website**” *Bonhams Website* at www.bonhams.com

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

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

GLOSSARY

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

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

“**bailee**”: a person to whom goods are entrusted.

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

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

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

Paddle number (for office use only)

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

Data protection – use of your information

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Notice to Bidders.

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

If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Sale title:	The South African Sale	Sale date:	21 March 2018
Sale no.	24615	Sale venue:	New Bond Street, London
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£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
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£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
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Telephone mobile		Telephone daytime	
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By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.			
I am registering to bid as a private buyer <div></div>		I am registering to bid as a trade buyer <div></div>	
If registered for VAT in the EU please enter your registration here: <div><div></div><div></div> / <div></div><div></div> - <div></div><div></div><div></div> - <div></div><div></div></div>		Please tick if you have registered with us before <div></div>	

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond

Please include delivery charges (minimum charge of £20 + VAT)

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

Your signature:

Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

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Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

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