







# **PRINTS & MULTIPLES**

Tuesday 26 June 2018 at 2pm 101 New Bond Street, London

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Saturday 23 June 11am - 5pm Sunday 24 June 11am - 5pm Monday 25 June 9am - 5.30pm Tuesday 26 June 9am - 12pm

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24646

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Front cover: Lot 86 Back cover: Lot 97 Inside front cover: Lot 53 Inside back cover: Lot 80 Opposite page: Lot 32

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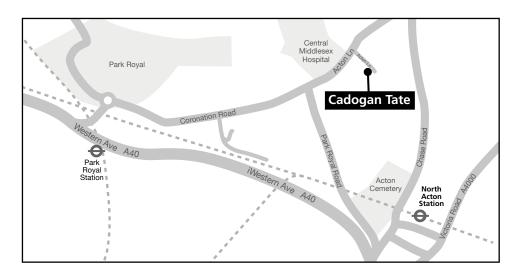
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Sold lots marked TP will be removed to Cadogan Tate, 241 Acton 9am Wednesday 27 June 2018 and will be available for collections from Cadogan Tate from 9am Friday 29 June 2018 and then every working day between 9am-4.30pm

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Collections are by appointment only & a booking email or phone call are required in advance to ensure lots are ready at time of collection, photographic id will be required at time of collection & if a third party is collecting written authorisation from the successful buyer is required in advance. Photographic id of the third party will requested at the time of collection.

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### Storage

Storage will be free of charge for the first 14 calendar days from & including the sale date Tuesday 26 June 2018. Charges will apply from 9am Tuesday 10 July 2018. (Please note: Charges apply every day including weekends and Public Holidays

Pictures and small objects: £2.85 per day + VAT
Furniture, large pictures and large objects: £5.70 per day+ VAT
(Note: Charges apply every day including weekends and Public Holidays)

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the following handling charges will apply per Lot: Pictures and Large objects: £21.00+ VAT Large pictures £42.00+ VAT

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**† VAT** 20% on hammer price and buyer's premium

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# INTERNATIONAL PRINTS & MULTIPLES AUCTIONS

# **July 4**Prints & Mutiples London, Knightsbridge

# October 23 Prints & Mutiples Los Angeles

# November 14 Prints & Mutiples New York

# **December 5**Prints & Mutiples London, Knightsbridge

# December 11 Prints & Mutiples London, New Bond Street



1AR

# **EDWARD WADSWORTH (BRITISH, 1889-1949)**

Mytholmroyd (Colnaghi 101; Greenwood W4) The rare woodcut printed in black and grey, circa 1914, on brown wove paper, signed and dated in pencil, some staining in the margins, otherwise in good condition

Block 215 x 175mm; Sheet 324 x 225mm.

# £8,000 - 12,000

As an exponent of the Vorticist movement, Wadsworth sought to capture the dynamism of the modern machine age through abstraction and his woodcuts are regarded as a high point of innovation and precision in 20th Century printmaking. Wadsworth was born in Yorkshire, where his father ran a textile mill, so he was familiar with the industrial forms of its manufacturing towns, like Mytholmroyd. He studied engineering draughtsmanship which gave him an appreciation of the technical precision required for woodcut production and how well this translated into abstract imagery. In this woodcut we recognize the chimneys and factory roofs of the town, but there is a clear abstract handling in the geometric forms and restricted colour palette.

Further impressions were printed on cream paper and grey-green paper. This is the first known impression to appear at auction which is dated.



 $2^{AR}$ 

# **EDWARD WADSWORTH (BRITISH, 1889-1949)**

Yorkshire Village (Colnaghi 103b; Greenwood W6) The rare woodcut printed in steel blue and black, 1914, on Japan paper, signed and dated in pencil, pale mount-staining in the margins, otherwise in good condition

Block 197 x 120mm; Sheet 266 x 182mm.

# £8,000 - 12,000

The image of houses on a hill references the work of Cézanne, though the pure abstract forms transcend those of early Cubism. The eye can pick out facades and rooftops, but the compact pyramidal shape, constructed of hard lines and sharp angles and devoid of architectural details, gives the appearance of one geometric form.

There was also an edition printed in green and black.



3

# CHRISTOPHER RICHARD WYNNE NEVINSON A.R.A (BRITISH, 1889-1946)

The Workers (Black 59)

Lithograph, 1919, on Japan paper, signed and dated in pencil, from the edition of fifty, with wide margins, two small scuffs with associated ink loss in the upper left subject, otherwise in good condition

Image 512 x 350mm; Sheet 622 x 438mm.

### £18,000 - 25,000

The Workers was exhibited under the title Strikers on Tower Hill at the Leicester Galleries in 1919. The image was a response to the demonstrations which were taking place in many British cities after the war, when unions were demanding better rights for workers. The strength of the workers' cause is emphasized by the imposing edifice of the dockyard warehouse. The timing of the exhibition had an added resonance as it coincided with a national rail strike where the power of the unions defeated the government.

# $_{A}AR$

# GERALD LESLIE BROCKHURST R.A., R.P., R.E. (BRITISH, 1890-1978)

Adolescence (Kathleen Nancy Woodward) (Fletcher 75) Etching, 1932, a fine, richly inked impression of the final fifth state, on wove paper, signed in pencil, from the unnumbered edition of 90 (as issued), with margins, in good condition

Plate 368 x 267mm., Sheet 457 x 337mm.

### £7.000 - 10.000

Adolescence is often considered Brockhurst's masterpiece and today is acknowledged as one of the greatest British prints of the 20th century. It is the largest of all his etchings, and is a testament to his technical virtuosity. Using different strokes to convey the texture of different surfaces and materials, it is also a tour de force in the rendition of the tone, texture, light and shade of the model's skin, Dorette, his future wife.



# JAMES ABBOTT MCNEILL WHISTLER (AMERICAN, 1834-1903)

The Two Ships (Kennedy 148; Glasgow 143.V) The rare etching and drypoint, 1875, on cream laid paper with a Britannia watermak, Glasgow's final fifth state, from the edition of thirty published by Messrs Dowdeswell in 1880, annotated No.1 in pencil lower left, with wide margins, faint mount staining and a pale brown stain lower right, otherwise in good condition

Plate 207 x 133mm., Sheet 328 x 198mm.

# £6,000 - 8,000

The ships are in St Katharine Docks in Wapping, which is where Whistler first stayed when he arrived in London in 1859. Twenty-two impressions are known to exist, ten of which are in the fifth state. The later impressions published by Dowdeswell seem to have been numbered, but it is not certain that all were recorded and it is possible that the numbers were partially rubbed out or replaced at a later stage.

Only three impressions have appeared at auction in the past ten years.





6\* AR

# HENRI MATISSE (FRENCH, 1869-1954)

Visage légèrement penché vers la gauche (Duthuit 414) Lithograph, 1913, on Japan paper, signed and numbered 42/50 in ink, also with the artist's stamped initials (as issued), the full sheet, in good condition

Sheet 505mm x 328mm.

£10,000 - 15,000



7\* AR

# AFTER HENRI MATISSE (1869-1954) **BY JACQUES VILLON (1875-1963)**

Odalisque sur la Terrasse (Ginestet & Poillon E.633; Duthuit p. 354 I) Aquatint in colours, 1922, on Arches paper, signed in ink by Henri Matisse and numbered 41/200 in pencil (there was also an edition of 20 printed in black), published by Galerie Bernheim-Jeune, Paris, possibly the full sheet, with deckle edges on three sides, some scattered pale brown stains in the margins, otherwise in good condition

Plate 485 x 604mm., Sheet 625 x 895mm. (unframed)

# £8,000 - 12,000

After the painting Au bord de la mer, La Terrasse painted in Nice, 1921.

# <sub>A</sub>AR

# **GEORGES ROUAULT (FRENCH, 1871-1958)**

Plates II, III, IV from Cirque (Chapon Rouault 199-201) Jongleur, Le Clown à la Grosse Caisse, Clown et enfant, aquatints in colours, 1930, two on Rives paper, one on Montval paper, from the total edition of 270, published by Ambroise Vollard, Paris, the full sheets, generally in good condition

Plates 310 x 210mm; Sheets 442 x 337mm. (3 unframed)

£2,500 - 3,500





 $_{9}AR$ 

# PABLO PICASSO (SPANISH, 1881-1973)

Les Saltimbanques (Bloch 7; Baer 9)

Drypoint, 1905, on van Gelder paper, one of 250 copies printed by Fort in 1913, after steel-facing, with wide margins, some pale staining at the sheet edges, otherwise in good condition

Plate 288 x 326mm., Sheet 430 x 475mm.

£3,000 - 5,000

9

# 10<sup>AR</sup>

# PABLO PICASSO (SPANISH, 1881-1973)

Peintre et sa toile, avec un Modèle (Bloch 1218; Baer 1200.Bb1) Etching and aquatint, 1965, on Richard de Bas paper, signed and numbered 26/50 in pencil, printed by Crommelynck, published by Galerie L. Leiris, Paris, the full sheet, in good condition

Plate 271 x 376mm., Sheet 420 x 510mm.

£2,500 - 3,500



10



#### 11AF

# PABLO PICASSO (SPANISH, 1881-1973)

Peintre devant sa Toile, avec un Modèle, pensant à son sujet: Deux Femmes, from *Séries 347* (Bloch 1519; Baer 1535.Bb1) Etching and aquatint, 1968, on BFK Rives paper, signed and numbered 21/50 in pencil, printed by Crommelynck, published by Galerie L. Leiris, Paris, 1969, the full sheet, in very good condition

Plate 273 x 386mm., Sheet 453 x 542mm.

£2,500 - 3,500



12<sup>AR</sup>

# PABLO PICASSO (SPANISH, 1881-1973)

Femme Endormie (Bloch 1083; Baer 1319 IV.B.a)

Linocut printed in colours, 1962, on Arches wove paper, signed and numbered 42/50 in pencil, printed by Arnéra, Vallauris, published by Louise Leiris, Paris, the full sheet, with a deckle edge at right, in very good condition

Block 270 x 350mm., Sheet 443 x 626mm.

£6,000 - 8,000

13<sup>AR</sup>

# AFTER PABLO PICASSO (SPANISH, 1881-1973)

La colombe de la paix

Offset lithograph in colours, 1963, on wove paper, signed and numbered 48/79 in pencil, printed by Mourlot, Paris, for the volume Pour un nouveau printemps de Pablo Picasso by André Verdet, the full sheet, in good condition

Sheet 380 x 280mm.

£4,000 - 6,000





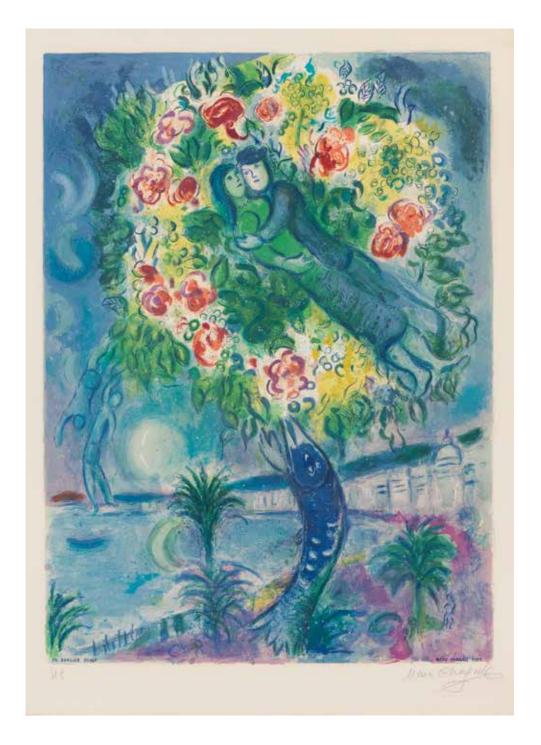
14\* AR

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

Bouquet Rouge (Mourlot 580) Lithograph in colours, 1969, on Arches paper, signed and inscribed H.C. in pencil, an hors commerce impression aside from the edition of fifty, faint mount staining, otherwise in good condition

Sheet 560 x 380mm.

£8,000 - 12,000



15\* AR

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

Couple and Fish (Sorlier 34)

Lithograph in colours, 1967, on Arches paper, signed and inscribed H.C. in pencil, an hors commerce impression aside from the edition of 150 (there were also 75 proofs in Roman numerals plus 10 artist's proofs), published by Mourlot and printed by Charles Sorlier, with their ink stamp verso, the full sheet, with a deckle edge at right, pale time and light-staining, the colours slightly attenuated, otherwise in good condition

Image 610 x 460mm., Sheet 742 x 520mm.

£15,000 - 20,000



# 16<sup>AR</sup>

# PABLO PICASSO (SPANISH, 1881-1973)

Chouette aux plumes (Ramié 122)

stamped and marked Edition Picasso/Madoura Plein Feu/Edition Picasso (underneath)

white earthenware ceramic vase, partially engraved, with coloured engobe and glaze

Height: 29 cm.

Conceived in 1951 and executed in an edition of 300

£5,000 - 7,000





17<sup>AR</sup>

# PABLO PICASSO (SPANISH, 1881-1973)

Tête de chèvre de profil (Ramié 109)

stamped Madoura Plein Feu/Empreinte Originale de Picasso (on the reverse)

white earthenware ceramic plate with black oxide and white glaze Diameter: 25.5cm.

Conceived in 1950 and executed in an edition of 60

£3,000 - 5,000



# PABLO PICASSO (SPANISH, 1881-1973)

Poisson chiné (Ramié 170) stamped Madoura Plein Feu/Empreinte Originale de Picasso (underneath) partially glazed ceramic plate Length: 42 cm. Conceived in 1952 and executed in an edition of 200

£10,000 - 15,000





# 19<sup>AR</sup>

# PABLO PICASSO (SPANISH, 1881-1973)

Plongeurs (Ramié 377)

stamped Madoura Plein Feu/Empreinte Originale de Picasso (on the

partially glazed ceramic plaque

Diameter: 18.4 cm.

Conceived in 1956 and executed in an edition of 500

£3,000 - 5,000

# 20<sup>AR</sup>

# PABLO PICASSO (SPANISH, 1881-1973)

Picador (Ramié 160)

stamped and marked Madoura Plein Feu/Edition Picasso (underneath)

partially glazed ceramic plate

Diameter: 20 cm.

Conceived in 1952 and executed in an edition of 500

£2,000 - 3,000





# 21<sup>AR</sup>

# PABLO PICASSO (SPANISH, 1881-1973)

Visage à la barbiche (Ramié 601)

stamped, marked and numbered Madoura Plein Feu/Empreinte Originale de Picasso/J.116A/21/100 (on the reverse)

partially glazed terracotta plaque 310 x 310mm.

Conceived in December 1968 - January 1969 and executed in an edition of 100

£3,000 - 5,000





 $23^{AR}$ 

# **JOAN MIRÓ (SPANISH, 1893-1983)**

Jeune fille aux deux oiseaux, from Trente ans d'activite (Dupin 549; Cramer Books 144)

Etching and aquatint, 1967, on BFK Rives paper, signed and numbered 123/125 in pencil, printed by Arte Adrien Maeght, Paris, published in 1971 by Gerald Cramer, Geneva, with margins, a deckle edge at right, minor pinpoint foxing and some faint ink stains in the margins, otherwise in good condition

Plate 345 x 315mm., Sheet 498 x 390mm. (unframed)

£1,500 - 2,500

 $24^{AR}$ 

# **JOAN MIRÓ (SPANISH, 1893-1983)**

Els Castellers (Dupin 647)

Etching with aquatint in colours, 1974, on Arches paper, signed and inscribed 'HC. VI' in pencil, an hors commerce impression aside from the edition of fifty, published by Gustavo Gili, Barcelona, the full sheet, deckle edges at left and right, in very good condition

Sheet 900 x 640mm. (unframed)

£4,000 - 6,000





# 25<sup>AR</sup>

# JOAN MIRÓ (SPANISH, 1893-1983)

Manoletina (Dupin 209)

Aquatint in colours with carborundum, 1969, on wove paper, signed and numbered 50/75 in pencil, printed by Arte Adrien Maeght, published by Maeght Editeur, Paris, printed to the edges of the full sheet, in good condition

Sheet 695 x 1040mm.

£10,000 - 15,000









# 26<sup>AR</sup>

# **JOAN MIRÓ (SPANISH, 1893-1983)**

Picasso i els Reventos (Dupin 588-591; Cramer Books 176) The complete set of four etchings and aquatints with embossing, 1974, D. 588 on Guarro paper, the other three on Rives paper, each signed and inscribed P.A. in pencil, an artist's proof set aside from the edition of 45 suites with the four decomposition prints, published by Editorial Gustavo Gili, Barcelona, the full sheets, all in very good condition, with the original purple paper-covered folio case with the artist's signature on the cover

Plate 244 x 440mm., Sheet 705 x 530mm. (and similar) Folio 580 x 795mm.

£7,000 - 10,000





28

27<sup>AR</sup>

# **JOAN MIRÓ (SPANISH, 1893-1983)**

Plate 3, from Quatre colors aparien el mon (Dupin 824) Etching and aquatint in colours with embossing, 1975, on Arches paper, signed and inscribed H.C. in pencil, an hors commerce impression aside from the edition of fifty, published by Gustavo Gili, Barcelona, the full sheet, deckle edges top and below, in very good condition

Sheet 905 x 635mm. (unframed)

£7,000 - 10,000

 $28^{AR}$ 

# **JOAN MIRÓ (SPANISH, 1893-1983)**

Plate 1, from Quatre colors aparien el mon (Dupin 822) Etching and aquatint in colours with embossing, 1975, on Arches paper, signed and inscribed H.C in pencil, an hors commerce impression aside from the edition of fifty, published by Gustavo Gili, Barcelona, the full sheet, deckle edges at left and right, in good condition

Sheet 895 x 640mm. (unframed)

£6,000 - 8,000



29\* AR

# **JOAN MIRÓ (SPANISH, 1893-1983)**

One Plate, from Les Essencies de la Terra (Mourlot 580; Cramer Books 123)

Lithograph with hand-colouring, 1968, on Japan nacré paper, signed and numbered HC VI/XV in pencil, one of fifteen hors commerce impressions aside from the edition of 100, printed by Mourlot, Paris, published by Poligrafa, Barcelona, the full sheet, with a deckle edge at right, in good condition

Sheet 495 x 360mm. (unframed)

£6,000 - 8,000





30AR

# **JOAN MIRÓ (SPANISH, 1893-1983)**

One Plate, from Les Essencies de la Terra (Mourlot 577; Cramer Books 123)

Lithograph with hand-colouring, 1968, on Japan nacré paper, signed in pencil, one of eight colour variants with hand-colouring aside from the edition of 100, printed by Mourlot, Paris, published by Poligrafa, Barcelona, the full sheet, in good condition

Sheet 495 x 360mm.

£3,000 - 5,000



The present selection of *Livres Illustrés* emphasizes the diversity, proliferation and importance of Artist's illustrated books as an alternative means of artistic expression in the second part of the twentieth century.

The first Livres Illustrés were published in the late 1880s and opened the way to modern bibliophily, literally the love of beautiful books. Their particular distinction lies in the uniting of artists from different fields, but with a shared goal, in their production; usually a painter, a writer, often a poet, a publisher and a printmaker. Whether the work of an artist and a poet, sometimes friends, or one inspired by the reading of a long forgotten writer with whom the artist shares a certain sensibility, the Livre Illustré creates an alliance between poetry and painting. The typographic composition, freed from publication's usual constraints, combined with the illustrations, serves to project the magic of the poem.

The Livres Illustrés experienced a golden age from the late 1940s to the end of the 1970s. Never before had there been such perfect concord happening between an author and an artist, in a privileged century that witnessed some of the best poets, painters, editors, amateurs and printmakers of the time meeting and frequenting each other in the creative atmosphere of the Parisian scene and its peripheries. Henri Michaux, Pablo Picasso, Joan Miró, Zao Wou Ki or Marc Chagall are some of the artists who, at the time, evolved in the same circles as poets and, as importantly, as publishers. Tériade and Iliazd in Paris, Gustavo Gili in Barcelona, among others, all played an important role in discussing, commissioning and financing the projects with the artists; a condition sine gua non in the production of the Livres Illustrés.

Miro's Càntic del Sol, 1975 (Lot 39), illustrates particularly well the importance of the relationship between the editor and the artist. The project was ten years in the making and its completion came after many discussions and collaborations between the artist and his editor, Gustavo Gili. On other occasions, the relationship between an artist and a printmaker can be what brings a project to life, as with Lecture de huit lithographies de Zao Wou-Ki, 1950 (Lot 35). The combination of Zao Wou Ki's talent and fervour for experimentation with Edmund Desjobert's mastery of printmaking, his great understanding of the medium's peculiarities and his trust in the young artist was the key to the realisation of this masterpiece. Henri Michaux then composed eight prose poems to accompany the illustrations. In this case, the artist's lithographs inspired the writing, rather than the other way around. Zao Wou Ki's forms and colours found a resonance in the poet's mind and had a strong impact on his sensibility.

The free evocation of the image in his writings, so important to Henri Michaux, is also a major concern for Roberto Matta in Droites Liberées (Lot 44). The book is an interesting example of a reciprocal collaboration conceived as an actual dialogue between the two artists. The writings personify what is suggested by the prints, transforming Matta's pictorial universe, which in turn influences the reading of Michaux's words.

It is also possible for an artist to work on the illustrations for a text he is unfamiliar with. In this case, the artist is happy to derive inspiration from the text, rather than work directly with the writer. The finished book, the Livre Illustré, is still the result of a collaboration and proof of artistic fraternity.

# 31AR

# PABLO PICASSO (SPANISH, 1881-1973)

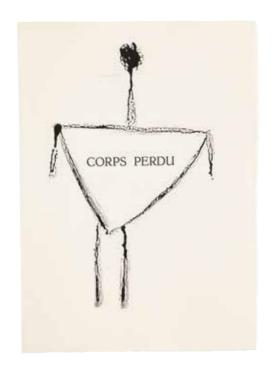
Aimé Césaire, Corps Perdu, Editions Fragrance, Paris, 1950 (Cramer Books 56; Bloch 632-663; Baer 840-871) The complete set of two unsigned etchings (one with drypoint), ten aquatints, and twenty engravings with burin, 1950, on Montval watermarked Corps Perdu, title page, justification, text in French and table of contents, signed in pencil by the artist and the author on the justification, copy 121 of 207 (there were also 12 hors commerce), the full sheets, loose (as issued), in very good condition, within folded paper wrappers with the title design, paper-covered boards with gilt lettering on spine and matching slipcase

Sheet 390 x 280mm. Folio 410 x 300 mm.

# £12,000 - 18,000

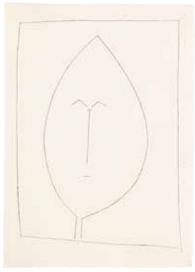
For his illustrations to Aimé Césaire Corps Perdu, Picasso makes allusions to Wilfredo Lam and the magical surrealism of the Cuban painter. Perhaps those allusions were inspired by the shared evocations to their countries and the exaltation of the tropics in Césaire's poetry and Lam's paintings. Césaire said of Lam that they were "instantly taken in by each other" and Lam saw themselves as "two brother artists" while the three of them, including Picasso, would quite happily said they had "found each other."

"Crowned Poet," the frontispiece, was used for the poster for the first Congress of Black Writers and Artists, organised by Présence africaine at the Sorbonne in 1956. It is a symbolic reference to Césaire himself.







































# 32AR

# PABLO PICASSO (SPANISH, 1881-1973)

Jose Delgado, La Tauromaquia, Ediciones de la Cometa, Barcelona, 1959 (Cramer Books 100; Bloch 950-976; Baer 970-996)

The complete set of 26 sugar-lift aquatints, on Guarro paper with a Bull's Head watermark designed by Picasso, hors-texte, with title, text in Spanish, table of contents and justification, signed and numbered X in pencil on the justification, one of the ten collaborators' copies, aside from the standard edition of 220, printed by Atelier Lacourière, Paris, the full sheets, loose (as issued), occasional foxing, in good condition, within the original grey paper folder with the drypoint title and design on the front

Plate 195 x 290mm., Sheet 347 x 490mm. Folio 355 x 500mm.

£25,000 - 35,000

La Tauromaguia was commissioned in 1927 by Gustavo Gili for the "Ediciones de la Cometa" but the book was not printed until 1957. Picasso took inspiration from the writings of Jose Delgado - alias Pepe Illo, a famous bullfighter who published a tauromaquia manual in 1796 - which Goya had also illustrated in his famous series of 33 etchings depicting the art of bullfighting.

Picasso started working on the plates after he went to the Easter corrida at Cannes in April 1957. In a frenetic explosion of creativity, he took his brush and painted most of the series in one afternoon. Picasso's passion for bullfighting goes back to his childhood in native Málaga where he attended the corrida every Sunday afternoon with his father. Here the illustrations not only complement the text but actually bring it to life, inspired by the live spectacle of the corrida itself.







































# $33^{AR}$

# PABLO PICASSO (SPANISH, 1881-1973)

El Entierro del Conde de Orgaz, Ediciones de la Cometa, Barcelona, 1969

(Cramer Books 146; Bloch 1465-1477; Baer 1377-1391) The complete set of one engraving and 12 etchings, on Romani wove paper, with title, justification and text in Spanish, signed in pencil and numbered VIII in ink on the justification, one of the ten collaborators' copies (the total edition was 263), the engraving signed and numbered 258/263 in pencil, the full sheets, loose (as issued), with occasional scattered foxing, in good condition, within the original green paper wrappers and black velvet-covered box

Plate 350 x 244mm., Sheet 465 x 353mm. Folio 490 x 385mm.

£7,000 - 10,000





 $34^{AR}$ 

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

The Story of the Exodus, Leon Amiel, Paris-New York, 1966 (Cramer Books 64; Mourlot 444-467)

The complete set 24 lithographs in colours, on Arches paper, in- and hors-texte, with title, text in English, table of contents and justification, signed in pencil on the justification, copy number 221 of 250 (there were also 20 copies on Japan nacré and 15 hors commerce), the full sheets, all in very good condition, the colours very fresh, loose (as issued), within paper wrappers and original beige clothcovered portfolio with gilt stamped title on the spine and artist's name on the front

Sheet 445 x 332mm. Folio 530 x 390mm.

£15,000 - 20,000

Chagall explores here the celebrated historical tale of the exodus with vibrant colours emphasizing the lyrical and spiritual potential of the tale; one certainly important to Chagall with his Jewish heritage and as a fitting subject to display his prowess in lithography.









# ZAO WOU-KI (CHINESE/FRENCH, 1921-2013)

Henri Michaux, Lecture par Henri Michaux, Éditions Euros and Robert Godet, Paris, 1950 (Agerup 48-55)

The complete set of eight lithographs in colours, hors-texte, on Rives paper, with title, text in French and justification, signed in ink by the artist and the author on the justification, one of 13 hors commerce copies (the total edition was 90), the full sheets, loose (as issued), in very good condition, within the paper covers and beige paper-covered board with the artist's and author names embossed in red on the spine and slipcase

Sheet 430 x 325mm. Folio 450 x 340mm.

£18,000 - 25,000



















(drawing)

36<sup>AR</sup>

### MARIE LAURENCIN (FRENCH, 1883-1956)

Poèmes de Sapho, Compagnie Française des Arts Graphiques, Paris, 1950

The volume containing the set of 23 etchings, on Auvergne à la main paper, with text in French, number 26 from the edition of 160, with two additional suites of the first state of the 23 etchings and the second suite of the final second state, on Lana teinté paper, the full sheets, loose (as issued), the first image in each suite inscribed in pencil 1er etat and 2eme etat, the two volumes with acetate wrappers and both encased in a blue paper-covered box; together with one pencil drawing of a woman with birds, on wove paper, a pen and ink drawing of two female heads, on a folded piece of laid paper, signed in ink and dedicated to Comtesse Edith de Beaumont, and a letter to her from the artist, in good condition

Volumes 225 x 150mm. (2 framed) Folio 240 x 160 x 30mm.

£4,000 - 6,000

Marie Laurencin was inspired by the Greek Antiquity poetess Sappho, celebrated for the sensuality of her tone in her spiritual and lyrical poems. Only fragments of her poems are known today, apart from Ode to Aphrodite, her only remaining complete poem.

"Toward you beautiful girls my thoughts never alter" Sappho, "Fragment 41", in Edgar Lobel and Denys Page (eds.), Poetarum Lesbiorum Fragmenta, Oxford, Oxford University Press, 1955



37AR

# **GEORGES BRAQUE (FRENCH, 1882-1963)**

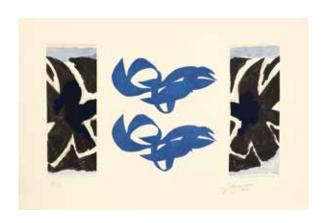
Guillaume Apollinaire, Si je Mourais là-bas, Louis Broder, Paris, 1962 (Vallier 181)

The complete set of 18 colour woodcuts in- and hors-texte, on handmade Chiffon wove paper, with title, text in French, table of contents and justification, signed in pencil and numbered II/III, an exhibition copy (the total edition was of 180), with the additional suite of 16 colour woodcuts on Japan nacré, each signed in pencil and numbered VI/X, plus an unsigned woodcut of the design for the protective page, the full sheets, loose (as issued), all in very good condition, within the original grey paper and vellum-covered boards with the title in black on the spine

Sheets 480 x 370mm. Folio 500 x 393 x 60mm.

£35,000 - 55,000

The timely Si je mourais là-bas [If I was to die over there] was published in 1962, a year before Braque died. The suite of eighteen wood-engravings illustrate selected poems from Guillaume Apollinaire Poèmes à Lou, that Braque chose and edited himself. Apollinaire and Braque were close friends and the poet had publicized the work of Braque and his fellow Cubists in his writings on art, before his death in 1918. Despite their friendship, Braque did not agree with his friend's approach and understanding of painting and their disagreements were a source of playful tension between the two. Braque's mysterious images for this suite illustrate this tension.



































38AR

#### JOAN MIRÓ (SPANISH, 1893-1983)

Adrian de Monluc, Le Courtisan Grotesque, Iliazd, Le Degré 41, Paris, 1974 (Cramer Books 182; Dupin 660-675)

The complete set of 15 etchings and aquatints in colours, printed on double pages of ancient Japan paper, with title, text in French and justification, signed in pencil by the artist and publisher, numbered 16 on the justification, from the total edition of 110, the full sheets, in good overall condition, loose (as issued), within the parchment cover with the drypoint on the front cover and brown paper folder, with the beige cloth slipcase with the artist's name on the spine

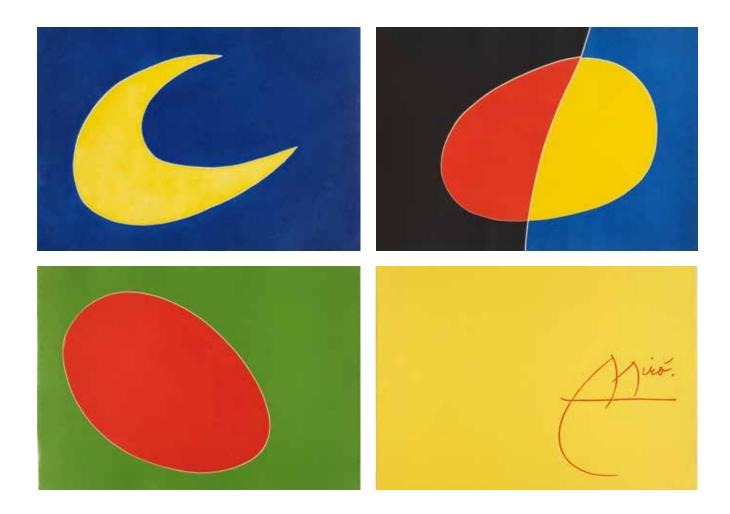
Sheet 415 x 580mm. Folio 460 x 340mm.

£12,000 - 18,000

The inspiration behind Mirò's Le Courtisan Grotesque is the 17th century French poet Adrian de Monluc, so-called Comte de Cramail, a flamboyant figure at the court of Henri IV who was known for his brawling and intriguing character.

His oeuvre was rediscovered in 1941 and Picasso also illustrated his poems. The count's personality and history was probably as much an inspiration as his texts, and would have met kindred spirits in Mirò and Picasso.





 $39^{AR}$ 

#### **JOAN MIRÓ (SPANISH, 1893-1983)**

Francesc d'Assis, Càntic del Sol, Editorial Gustavo Gili, Barcelona, 1975 (Cramer Books 196; Dupin 833-867)

The complete set of 33 etchings and aquatints in colours, on Guarro wove paper, with the title, text in Catalan, justification and colophon, signed in pencil and numbered 170 in ink on the justification, from the standard edition of 220 (the total edition was 273), the full sheets, all in very good condition, loose (as issued), within the grey paper folder and yellow cloth-covered boards with the title in red on the spine, and portfolio box with the artist's signature in red on the cover

Sheet 503 x 350mm. Folio 400 x 540mm.

£10,000 - 15,000

Miro's discovery of Saint Francis of Assisi's poem Cantic del Sol in 1963, in which the saint advocates cosmic brotherhood with the elements, struck a strong chord with an artist who had a love and passion for absolute nature and the Catalonian landscape; and a visual language filled with symbols.

Mirò responded to Saint Francis's hymn to the Creator not only in his calligraphy and intaglio prints but also in the interplay of image and text. Structured like a cathedral, the text acted like the nave's columns and the illustrations like the illuminations from the stained-glass windows.



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.





# 40● AR

#### HENRI MATISSE (FRENCH, 1869-1954)

Verve: Volume IX, Nos 35 & 36. Dernières Oeuvres de Matisse 1950-54 The complete volume, 1958, comprising forty lithographs in colours after Matisse, with text in French, printed by Mourlot, Paris, published by Editions de la Revue Verve, Paris, bound (as issued), within the original illustrated boards, some light foxing and wear to the cover, otherwise in good condition

Volume 365 x 275mm.

£2,000 - 3,000

# 41● AR

#### **BERNARD BUFFET (FRENCH, 1928-1999)**

L'Enfer de Dante, Galerie Maurice Garnier, Paris, 1976 (Rheims 357-367)

The volume comprising 11 drypoints hors texte, on Moulin du Gué paper, with title, justification and text in French, signed and numbered 101 in pencil on the justification, from the edition of 120, the full sheets, bound (as issued), in very good overall condition, with the burgundy cloth-covered slipcase

Volume 788 x 590mm.

£2,000 - 3,000











42<sup>AR</sup> SALVADOR DALI (SPANISH, 1904-1989)

Les Amours Jaunes, Éditions Pierre Belfond, Paris, 1974 (Michel et Lopsinger 693-702; Field 74-15)

The complete set of ten drypoint etchings with gilding, hors-texte, on Japon nacré paper, numbered IV on the justification/title page, each drypoint signed and numbered IV/CC in pencil, from the second edition (there were also 300 sets in Arabic numbers on Arches), the full sheets, loose (as issued), without the text, in very good condition, together with a certificate from the publisher, contained in a red linencovered portfolio with gilt title

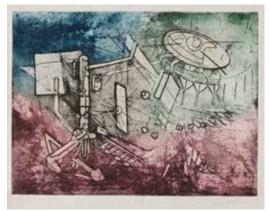
Plate 300 x 212mm., Sheet 380 x 280mm. Folio 395 x 300 x 24mm.

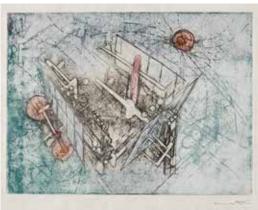
#### £4,000 - 6,000

The ten etchings illustrate a selection of poems from the "cursed poet" Tristan Corbiere's Les Amours Jaunes, published in 1873. It was the only published volume of the poet's works in his short life, which he self-published without success or recognition at the time.















43<sup>AR</sup> **ROBERTO SEBASTIAN MATTA (CHILEAN/ITALIAN, 1911-2002)** 

Come detta dentro vo significando, Éditions Meyer, Lausanne, 1965 The complete set of 25 etchings with aquatint in colours, of which 16 are hors-texte and signed in pencil, with the additional suite of 16 signed etchings with aquatint in colours on Japan nacré, text in French, copy numbered D on the justification page, one of only four copies reserved to the artist (the total edition was 125), the full sheets, loose (as issued), generally in very good condition, within paper wrappers and beige linencovered folder with title on the spine and slipcase

Sheets 455 x 385mm. Folio 480 x 400mm.

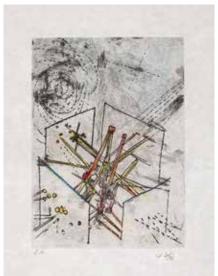
£6,000 - 8,000













44<sup>AR</sup>

# **ROBERTO SEBASTIAN MATTA (CHILEAN/ITALIAN, 1911-2002)**

Henri Michaux, Droites Libérées, Editions Georges Visat, Paris, 1971 (Ferrari 446-59)

The complete set of 14 etchings in colours, on Arches paper, with the additional suite of 14 etchings in colours on Japan paper, with title, justification and text in French, signed by the author on the justification, an artist's proof copy aside from the numbered edition of 100 (there were also 25 collaborator's copies with Roman numerals), all 28 etchings signed and inscribed 'E.A' in pencil, the full sheets, with deckle edges, loose (as issued), one etching with time staining, otherwise all in very good condition, each suite and the poems in separate paper wrappers with title, within the beige linen covered box

Sheet 440 x 310mm. Folio 470 x 340mm.

#### £3,000 - 5,000











#### **LUCIO FONTANA (ITALIAN, 1899-1968)**

Serie Rosa (Ruhé & Rigo E26-30)

The complete set of five etchings with aquatint in colours, one with incisions, 1966, on BFK Rives paper, each signed and numbered 4/50 in pencil, published by Editorial Gustavo Gili, Barcelona, the full sheets, some occasional scattered foxing, otherwise all in good condition, with the original beige cloth-covered folder with the title on the cover

Sheet 755 x 560mm. Folio 795 x 695mm.

£4,000 - 6,000

# $46^{AR}$

#### **AFTER LUCIO FONTANA (ITALIAN 1899-1968)**

Concetto Spaziale (Red) (Ruhé & Rigo M-15) 3D vacuum-formed plastic multiple in red, 1968, from the edition of unknown size, with the accompanying booklet Lucio Fontana Fotografias Ugo Mulas, published by Editorial Gustavo Gili, Barcelona, in very good condition, lacking the presentation cardboard box

295 x 295mm.

£2,000 - 3,000



#### 47AR

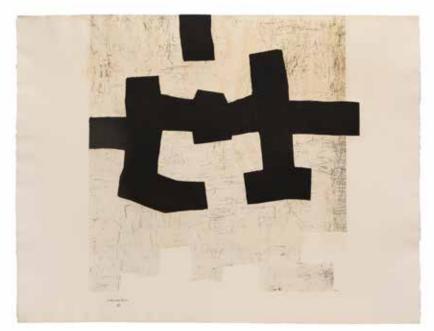
#### **AFTER LUCIO FONTANA (ITALIAN 1899-1968)**

Concetto Spaziale (White) (Ruhé & Rigo M-15) 3D vacuum-formed plastic multiple in white, 1968, from the edition of unknown size, published by Editorial Gustavo Gili, Barcelona, in good condition, lacking the accompanying book and presentation cardboard box

295 x 295mm.

£2,000 - 3,000





48<sup>AR</sup>

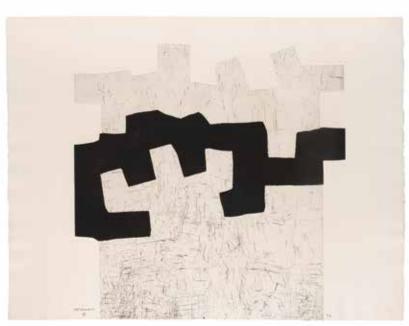
#### **EDUARDO CHILLIDA (SPANISH, 1924-2002)**

Aldikatu I (Koelen 72009)

Etching and aquatint, 1972, on Guarro paper, signed and inscribed P.A. in pencil, one of four artist's proofs aside from the edition of 75, published by Editorial Gustavo Gili, Barcelona, the full sheet, with deckle edges at left and right, some irregular staining in the upper subject, otherwise in good condition

Plate 690 x 675mm., Sheet 765 x 1050mm. (unframed)

£3,000 - 5,000



49<sup>AR</sup>

# **EDUARDO CHILLIDA (SPANISH, 1924-2002)**

Aldikatu II (Koelen 72010)

Etching and aquatint, 1972, on Guarro paper, signed and inscribed P.A. in pencil, one of four artist's proofs aside from the edition of 75, published by Editorial Gustavo Gili, Barcelona, the full sheet, with deckle edges at left and right, in very good

Plate 700 x 690mm., Sheet 765 x 1010mm. (unframed)

£5,000 - 7,000

49

## **ALEXANDER CALDER (AMERICAN, 1898-1976)**

Presenza grafica

Etching and aquatint in colours, 1972, on Fabriano Rosaspina paper, signed and numbered 59/90 in pencil, printed and published by 2RC Edizioni d'Arte, Rome, with their blindstamp, the full sheet, very pale foxing, otherwise in good condition

Sheet 948 x 948mm.

£4,000 - 6,000



50

#### 51<sup>AR</sup>

#### **VARIOUS ARTISTS**

Rothko Memorial Portfolio

The portfolio, 1973, comprising 13 prints in colours, on various papers (three screenprints, six lithographs, three etchings, and one woodcut), with title, text, table of contents and justification, each signed, dated and numbered 57/75 in pencil, published by the Mark Rothko Memorial Trust, London, the full sheets, all in very good condition, within paper folders with the artist's title and the original red cloth solander box (13)

Folio 940 x 730mm.

#### £7,000 - 10,000

Artists Include: Patrick Caulfield (C. 31), Merlyn Evans, Adrian Heath, Patrick Heron, John Hoyland, Paul Huxley, John Hubbard, Allen Jones (L. 67), Henry Moore (C. 169), Victor Pasmore, Bridget Riley (S. 19), William Scott, and Richard Smith.





52<sup>AR</sup>

#### **BRIDGET RILEY (BRITISH, BORN 1931)**

Coloured Greys [2] (Schubert 17) Screenprint in colours, 1972, on wove paper, signed, dated, titled and numbered 80/125 in pencil, printed at Kelpra Studio, London, published by the artist, the full sheet, in very good condition

Image 569 x 572mm., Sheet 726 x 734mm.

£3,000 - 5,000

53<sup>AR</sup>

#### **BRIDGET RILEY (BRITISH, BORN 1931)**

Untitled (Blue) (Schubert 25)
Screenprint in colours, 1978, on wove paper, signed, dated and numbered 44/75 in pencil, printed by Graham Henderson, London, published by the artist, the full sheet, in good condition

Image 570 x 838mm., Sheet 679 x 952mm.

£5,000 - 7,000



### **JOSEF ALBERS (AMERICAN, 1888-1976)**

Homage to the Square

Sreenprint in colours, 1964, on a folded double sheet of wove paper, signed, inscribed A64 and numbered 51/125 in pencil, the full sheet, in good condition

Image 280 x 280mm., Sheet 482 x 762mm.

£1,500 - 2,500



54



#### **JOSEF ALBERS (AMERICAN, 1888-1976)**

Homage to the Square

Sreenprint in colours, 1964, on a folded double sheet of wove paper, signed, inscribed A46 and numbered 51/125 in pencil, the full sheet, in good condition

Image 280 x 280mm., Sheet 482 x 762mm.

£1,500 - 2,500





# **JOSEF ALBERS (AMERICAN, 1888-1976)** Soft Edge-Hard Edge (Danilowitz 165)

The complete set of ten unsigned screenprints in colours, 1965, on Mohawk Superfine Bristol paper, numbered 53 in pencil on the justification page, from the edition of 250, published by Ives-Sillman, Inc., New Haven, the full sheets, three prints with moisture staining and associated cockling in the lower sheet edge, otherwise in good condition, with the original black linen-covered portfolio box with title and artist's name on the spine and slipcase

Sheets 430 x 430mm. (10) Folio 460 x 450mm.

£6,000 - 8,000



#### 57**\* JOSEF ALBERS (AMERICAN, 1888-1976)**

Ten Variants (Danilowitz 173)

The complete set of ten unsigned screenprints in colours, 1967, on Rives BFK paper, numbered 237/300 on the back of the title page, published by Ives-Sillman, Inc., New Haven, the full sheets, all in very good condition, with the original beige linen-covered portfolio box with title and artist's name on the spine

Sheets 430 x 430mm. (10) Folio 450 x 450mm.

£5,000 - 7,000



# SAM FRANCIS (AMERICAN, 1923-1994)

The White Line (Lembark L6; SF-6)

Lithograph in colours, 1960, on buff BFK Rives paper, signed and inscribed Epreuve d'artiste, an artist's proof aside from the numbered edition of 75, published by Kornfeld and Klipstein, Bern, the full sheet, with deckle edges top and right, a small repaired tear at the lower centre sheet edge, otherwise in good condition

Sheet 900 x 625mm.

£15,000 - 20,000



# SAM FRANCIS (AMERICAN, 1923-1994)

Untitled (SFM 77-008)

Monotype with oil paint and powdered pigments, 1977, on handmade paper, stamp-signed and with the Sam Francis Estate ink stamp on the reverse, in very good condition

Sheet 605 x 718mm.

£4,000 - 6,000

59

60

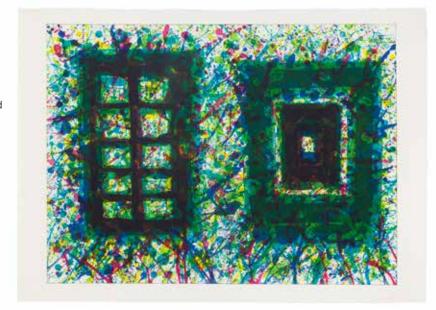
### SAM FRANCIS (AMERICAN, 1923-1994)

Concert Hall III (Lembark 225) Lithograph in colours, 1977, on wove paper, signed

and inscribed AP in pencil, one of eleven artist's proofs aside from the edition of 75, printed at the The Litho Shop Inc., Santa Monica, California, with their blindstamp, published by the Louisiana Museum of Modern Art, Denmark, small repaired tear in lower margin, the full sheet, otherwise in good condition

Sheet 749 x 1035mm. (unframed)

£2,000 - 3,000





#### FRANK STELLA (AMERICAN, BORN 1936)

Referendum '70 (Axsom 49) Lithograph in colours, 1970, on wove paper, signed, dated and numbered 45/200 in pencil (there were also 15 artist's proofs), published by Gemini G.E.L, Los Angeles, with their blindstamp, the full sheet, in good condition

Image 810 x 810mm., Sheet 1016 x 1016mm.

# £4,000 - 6,000

This print was made to support the organization Referendum 70' raise funds during the 1970 national elections for those candidates who wanted an end to the involvement of the United States in the Vietnam War.

#### FRANK STELLA (AMERICAN, BORN 1936)

Polar Co-ordinates IV (Axsom 122) Lithograph, screenprint and letterpress in colours, 1980, on Arches paper, signed, dated and numbered 72/100 in pencil (there were also 20 artist's proofs), published by Petersburg Press, New York, printed to the edges of the full sheet, in good condition

Sheet 965 x 975mm.

£4,000 - 6,000



62

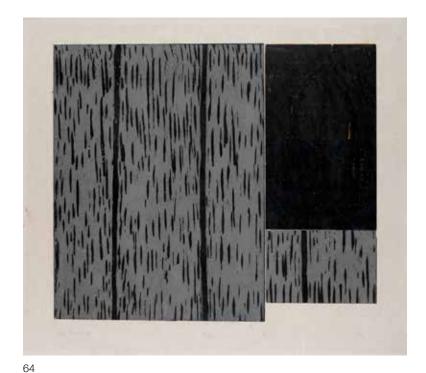


#### 63**\*** SOL LEWITT (AMERICAN, 1928-2007)

Bands of Lines in Four Directions (Vertical) (Lewitt 1994.04) Woodcut in colours, 1995, on Japanese paper, signed, dedicated and numbered 3/45 in pencil, published by the artist, the full sheet, in good condition

Block 733 x 254mm., Sheet 835 x 360mm.

£2,000 - 3,000



64<sup>AR</sup>

#### **SEAN SCULLY (IRISH, BORN 1945)**

Block

Woodcut in colours, 1986, on Japan paper, signed, titled, dated and numbered 5/30 in pencil, published by Diane Villani Editions, New York, the full sheet, a small brown stain in left margin, otherwise in good condition

Block 765 x 890mm; Sheet 940 x 1093mm.

£2,500 - 3,500

65<sup>AR</sup>

#### **SEAN SCULLY** (IRISH, BORN 1945)

Green Ascending

Woodcut in colours, 1991, on handmade paper, signed, titled, dated and numbered 8/20 in pencil, published by Garner Tullis Workshop, New York, the full sheet, in very good condition

Block 873 x 1070mm; Sheet 1038 x 1292mm.

£2,500 - 3,500



#### **RICHARD DIEBENKORN (AMERICAN, 1922-1993)**

Untitled (Club/Spade Group '81-82), from Eight by Eight to Celebrate the Temporary Contemporary (Gemini 1148) Lithograph in colours, 1982-6, on wove paper, signed with intials and dated 'RD 82' in pencil, numbered 186/250 (there were also 43 artist's proofs), published by Gemini G.E.L, Los Angeles, with their blindstamps and ink stamp verso, the full sheet, three horizontal creases in the lower image and margin, otherwise in good condition

Image 965 x 660mm., Sheet 1020 x 685mm.

£2,000 - 3,000



66

# 67**\***

### **BRICE MARDEN (AMERICAN, BORN 1938)**

L.A. Muses, from The MoCA Portfolio Etching and lithograph in colours, 1999, on Somerset velvet white paper, signed, dated and numbered 69/80 in pencil, printed and published by Gemini G.E.L., for the anniversary of The Museum of Contemporary Art, Los Angeles, with their blindstamp, the full sheet, in very good condition

Plate 435 x 664mm., Sheet 560 x 762mm.

£4,000 - 6,000





#### **ROY LICHTENSTEIN (AMERICAN, 1923-1997)**

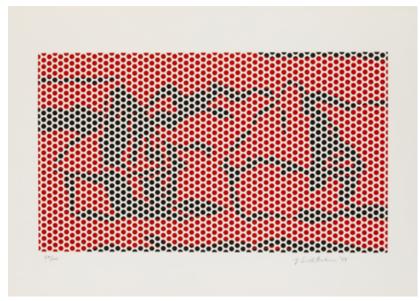
Haystack 1 (Corlett 65)

Screenprint in colours, 1969, on wove paper, signed, dated and numbered 64/100 in pencil (there were also ten artist's proofs), published by Gemini G.E.L, Los Angeles, with their blindstamps, the full sheet, in very good condition

Image 340 x 597mm., Sheet 525 x 780mm.

£4,000 - 6,000

68



#### 69**\***

#### **ROY LICHTENSTEIN (AMERICAN, 1923-1997)**

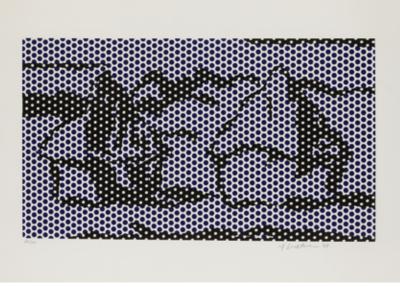
Haystack 2 (Corlett 66)

Screenprint in colours, 1969, on wove paper, signed, dated and numbered 64/100 in pencil (there were also ten artist's proofs), published by Gemini G.E.L, Los Angeles, with their blindstamps, the full sheet, in very good condition

Image 340 x 597mm., Sheet 525 x 778mm.

£4,000 - 6,000





#### 70**\***

#### **ROY LICHTENSTEIN (AMERICAN, 1923-1997)**

Haystack 3 (Corlett 67)

Screenprint in colours, 1969, on wove paper, signed, dated and numbered 64/100 in pencil (there were also ten artist's proofs), published by Gemini G.E.L, Los Angeles, with their blindstamps, the full sheet, in very good condition

Image 340 x 597mm., Sheet 525 x 778mm.

£4,000 - 6,000

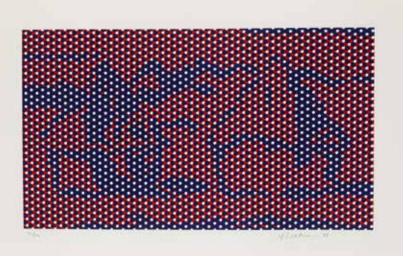
#### **ROY LICHTENSTEIN (AMERICAN, 1923-1997)**

Haystack 4 (Corlett 68)

Screenprint in colours, 1969, on wove paper, signed, dated and numbered 64/100 in pencil (there were also ten artist's proofs), published by Gemini G.E.L, Los Angeles, with their blindstamps, the full sheet, in very good condition

Image 340 x 597mm., Sheet 520 x 780mm.

£4,000 - 6,000



71

#### 72**\***

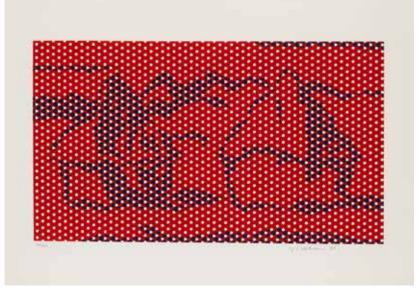
#### **ROY LICHTENSTEIN (AMERICAN, 1923-1997)**

Haystack 5 (Corlett 69)

Screenprint in colours, 1969, on wove paper, signed, dated and numbered 64/100 in pencil (there were also ten artist's proofs), published by Gemini G.E.L, Los Angeles, with their blindstamps, the full sheet, a short crease in the upper margin, otherwise in very good condition

Image 340 x 597mm., Sheet 525 x 778mm.

£4,000 - 6,000



72



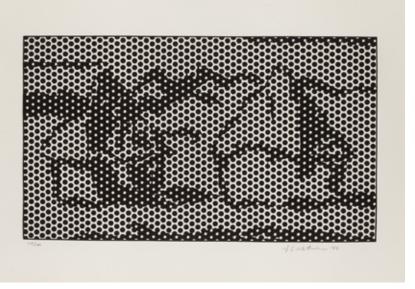
#### **ROY LICHTENSTEIN (AMERICAN, 1923-1997)**

Haystack 7 (Corlett 74)

Screenprint in colours, 1969, on wove paper, signed, dated and numbered 64/100 in pencil (there were also ten artist's proofs), published by Gemini G.E.L, Los Angeles, with their blindstamps, the full sheet, some creases in the upper margin, otherwise in good condition

Image 340 x 597mm., Sheet 525 x 778mm.

£4,000 - 6,000





# **ROY LICHTENSTEIN (AMERICAN, 1923-1997)**

Crak! (Corlett II.2)

Offset lithograph in colours, 1963/64, on wove paper, signed in pencil, Corlett's d of d, without the Leo castelli small typesetting and exhibition information text, published by Poster Originals Ltd., New York, from an unknown edition size, with margins, time staining, the colours attenuated but still good, various skillfully repairs throughout, other minor defects

Image 472 x 684mm., Sheet 485 x 695mm.

£8,000 - 12,000

#### **ANDY WARHOL (AMERICAN, 1928-1987)**

Liz (Feldman & Schellmann II.7) Offset lithograph in colours, 1964, on wove paper, signed and dated 66 in ink, from the edition of approximately three hundred, printed by Total Colour, published by Leo Castelli Gallery, New York, with margins, laid down, moisture stain in the lower margin with smudging to signature

Image 560 x 560mm; Sheet 580 x 575mm.

£5,000 - 7,000



75

#### 76**\*** ANDY WARHOL (AMERICAN, 1928-1987)

Jacqueline Kennedy I, from 11 Pop Artists I (Feldman & Schellmann 13) Screenprint in silver, 1966, on wove paper, signed with a rubber stamp and numbered XXXVIII in pencil verso, published by Original Editions, New York, the full sheet, in very good condition

Image 524 x 435mm; Sheet 610 x 508mm.

£6,000 - 8,000





#### **ANDY WARHOL (AMERICAN, 1928-1987)**

Scotch Broth, from Campbell's Soup II

(Feldman & Schellmann II.55) Screenprint in colours, 1969, on wove paper, signed in ball-point pen and stamp-numbered 95/250 (there were also 26 artist's proofs lettered A-Z), published by Factory Additions, New York, with margins, the colours strong, two small skinning areas to the lower right sheet corner verso affecting the signature, otherwise in good condition

Sheet 889 x 582mm.

£7,000 - 10,000

#### **ANDY WARHOL (AMERICAN, 1928-1987)**

Electric Chair (Feldman & Schellmann II.80) Screenprint in colours, 1971, on wove paper, signed and dated in black ballpoint pen and stamp-numbered 34/250 verso, printed by Silkprint Kettner, Zurich, published by Bruno Bischofberger, Zürich, the full sheet, in good condition

Sheet 900 x 1215mm.

£3,000 - 5,000

77



#### **ANDY WARHOL (AMERICAN, 1928-1987)**

Mildred Scheel (Feldman & Schellmann II.238) Screenprint in colours with diamond dust, 1980, on Arches 88 paper, signed and numbered 782/1000, printed by Rupert Jasen Smith, New York, published by Deutsche Krebshilfe, Cologne, the full sheet, in very good condition

Sheet 775 x 546mm.

£2,000 - 3,000



79

80

#### ANDY WARHOL (AMERICAN, 1928-1987)

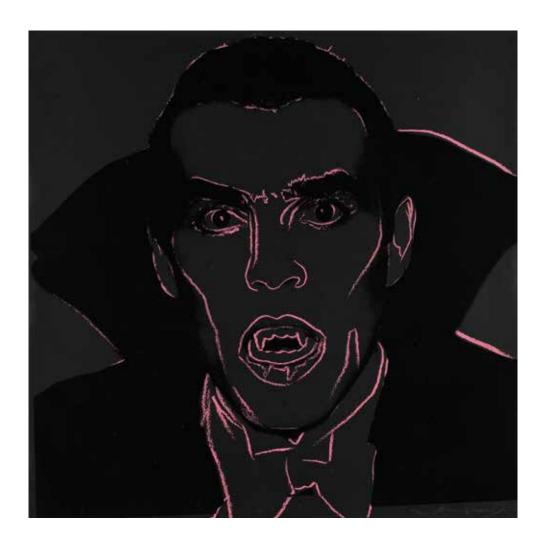
Queen Ntombi Twala of Swaziland, from Reigning Queens (Feldman & Schellmann II.347)

Screenprint in colours, 1985, on Lenox Museum Board, signed and numbered 7/40 in pencil, printed by Rupert Jasen Smith, New York, published by George Mulder, Amsterdam, the full sheet, in very good condition

Sheet 998 x 798mm.

£5,000 - 7,000





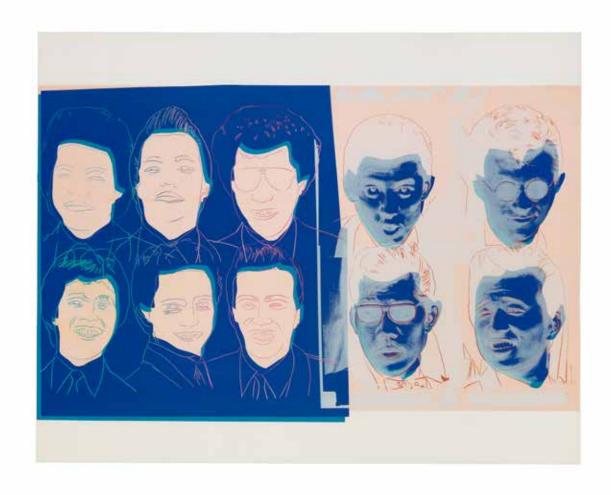
#### ANDY WARHOL (AMERICAN, 1928-1987)

Myths: Dracula (Feldman & Schellmann II.264) Screenprint in colours, 1981, on Lenox Museum board, signed and numbered 131/200 in pencil, printed by Rupert Jasen Smith, published by Ronald Feldman Fine Arts Inc., New York, two fine hairline scratches in the lower right subject, otherwise in good condition

Sheet 964 x 964mm.

£10,000 - 15,000

Myths is the first series of screenprints in which Warhol incorporated images from comics and cartoons. For the making of this series Warhol invited a number of actors and actresses to come to the Factory in fancy dress and pose as various Myths. Dracula representations are one of Warhol's most popular motifs. This portrait is based on a Polaroid photograph that Warhol took of his friend and male model Sean McKeon dressed in costume as Count Dracula.



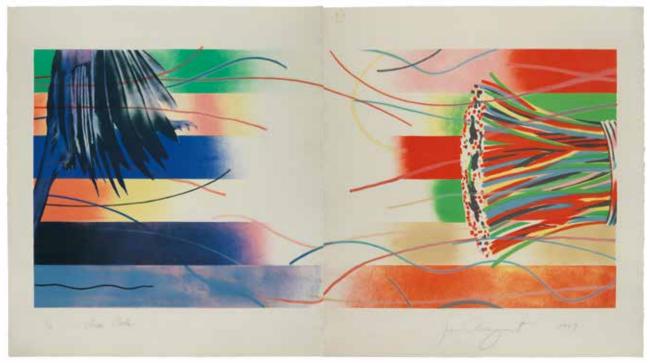
#### ANDY WARHOL (AMERICAN, 1928-1987)

Rats & Star (Feldman & Schellmann IIIB.21) Unique screenprint in colours, 1983, on Lenox Museum Board, annotated UP 31.06 and initialled T.J.H. in pencil verso, with the stamps of The Estate of Andy Warhol and The Andy Warhol Foundation for the Visual Arts verso, printed by Rupert Jasen Smith, New York, the full sheet, in very good condition

Sheet 813 x 1016mm.

£10,000 - 15,000

This is a colour variant for the image which was produced for an album cover by the Japanese band Rats and Star. The name was born from the idea that people from less privileged backgrounds, such as the impoverished areas of Tokyo, can rise from poverty to pop stardom, which struck a chord with Warhol as the son of working-class immigrants.





#### **JAMES ROSENQUIST (AMERICAN, BORN 1933)**

Area Code

Lithograph in colours, 1969, printed on two sheets of wove paper, signed, titled, dated and numbered 31/86 in pencil, co-published by Leo Castelli Graphics and Hollanders Workshop Inc., New York, the full sheet, a few light stains at the sheet edges, otherwise in good condition

Sheet overall 730 x 1330mm. (unframed)

£3,000 - 5,000

84<sup>AR</sup>

#### MARIO SCHIFANO (ITALIAN, 1934-1998)

Tutte Stelle

Unique screenprint in colours, 1975, on wove paper laid onto canvas, signed and titled in pencil, printed to the edges of the sheet on three sides, a few small stains in the lower sheet, generally in good condition

Sheet 960 x 665mm.

£6,000 - 8,000

This lot is sold with the certificate of authenticity by the Archivio Mario Schifano.



# TOM WESSELMANN (AMERICAN, 1931-2004)

Bedroom Face

Aquatint and etching in colours, 1977, on Arches paper, signed, dated and numbered 54/100 in pencil, printed by Aero Press, published by Multiples Inc., New York, with their blindstamps, the full sheet, generally in good condition

Plate 424 x 605mm., Sheet 565 x 757mm.

£3,000 - 5,000

#### 86

# **TOM WESSELMANN (AMERICAN, 1931-2004)**

Smoker, from An American Portrait Screenprint in colours, 1976, on Museum board, signed and numbered 74/175 in pencil, published by Transworld Art, New York, with their blindstamp, the full sheet, in good condition

Sheet 660 x 490mm.

£3,000 - 5,000







#### 87<sup>TP</sup>

#### **TOM WESSELMANN (AMERICAN, 1931-2004)**

Monica with Tulips

Screenprint in colours, 1989, on wove paper, signed and numbered 79/100 in pencil, printed by Screened Images, New York, published by International Images, Inc., Vermont, with their blindstamps, the full sheet, in very good condition

Sheet 1135 x 1359mm.

£6,000 - 8,000

#### 88

# TOM WESSELMANN (AMERICAN, 1931-2004)

New Bedroom Blonde Doodle Screenprint in colours, 1991, on Arches paper, signed, and numbered 38/100 in pencil, printed by Screened Images, New York, published by International Images Inc., Vermont, with their blindstamps, the full sheet, in very good condition

Sheet 765 x 885mm.

£5,000 - 7,000



#### 89

# TOM WESSELMANN (AMERICAN, 1931-2004)

Helen Nude

Screenprint in colours, 1981, on wove paper, signed, dated and numbered 9/150 in pencil, published by Transworld Art Inc., New York, with their blindstamp, the full sheet, in good condition

Sheet 910 x 935mm.

£6,000 - 8,000



# ROBERT RAUSCHENBERG (AMERICAN, 1925-2008)

Star Quarters I

Screenprint in colours, 1971, on mirrored Plexiglas, incised with signature, date and inscribed 'RTP', a proof aside from the edition of 45, published by Multiples Inc. and Castelli Graphics, New York, some scuffing and abrasions, otherwise in good condition

1210 x 1210mm. (overall)

£3,000 - 5,000



#### 91

# ROBERT RAUSCHENBERG (AMERICAN, 1925-2008)

Star Quarters III

Screenprint in colours, 1971, on mirrored Plexiglas, incised with signature, date and inscribed 'RTP', a proof aside from the edition of 45, published by Multiples Inc. and Castelli Graphics, New York, some scuffing and abrasions, the tip of the lower left corner chipped, otherwise in good condition

1210 x 1210mm. (overall)

£3,000 - 5,000



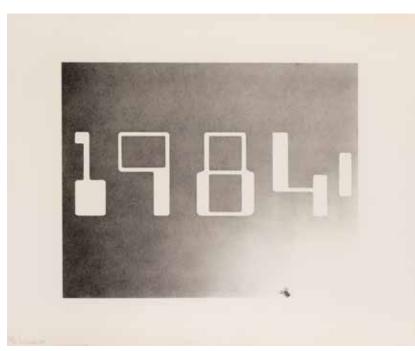
## **ROBERT RAUSCHENBERG (AMERICAN, 1925-2008)**

Star Quarters IV

Screenprint in colours, 1971, on mirrored Plexiglas, incised with signature, date and inscribed 'RTP', a proof aside from the edition of 45, published by Multiples Inc. and Castelli Graphics, New York, some scuffing and minor abrasions, otherwise in good condition

1210 x 1210mm. (overall)

£3,000 - 5,000



Ed Ruscha moved to Los Angeles in 1956 to train as a graphic designer. After that he also studied painting, photography and printmaking – all of which became crucial to his work.

Taking inspiration from LA architectural landscapes, billboards, traffic signage and advertising, Ruscha creates the visual depiction of single words, letter blocks and numbers raised against a shaded grey background, emulating the effect of his gunpowder drawings which characterize his prints in late 1960s and early 1970s.

Regarding the meaning of '1984', Ed Ruscha explained in an interview in Los Angeles Magazine: "When I drew 1984—in 1967—I was thinking about the book and the talk at the time that Big Brother was watching you. I put that together with these new funny numerals on my check stubs, and I wondered why they had invented this new vocabulary of numbers. I thought we may never reach that number on our calendar because we might hit some Armageddon. I always liked the idea that it was a few years before its time that I had made this statement in this work. Beyond that, it was fun to make".





#### 93\*

#### **ED RUSCHA (AMERICAN, BORN 1937)**

1984 (Walk Art Center 6)

Lithograph with a touch of hand-colouring, 1967, on wove paper, signed, dated and numbered 48/60 in pencil, published by Gemini G.E.L, Los Angeles, the full sheet, in very good condition

Image 355 x 454mm., Sheet 505 x 633mm.

£15,000 - 25,000

## 94\*

## **ED RUSCHA (AMERICAN, BORN 1937)**

Stranger (Enberg 135) Lithograph in colours, 1983, on BFK Rives paper, signed, dated and numbered 5/7 in pencil, published by the artist, with the Printmaking Department, University of Houston blindstamp, Texas, the full sheet, in very good condition

Image 559 x 432mm., Sheet 762 x 572mm.

£8,000 - 12,000

95\*

#### **ED RUSCHA** (AMERICAN, BORN 1937)

Pico, flower, figueroa, from The MoCA

Etching with aquatint in colours, 1999, on wove paper, signed, dated and numbered 69/80 in pencil, published by Lapis Press, Los Angeles, with their blindstamp, the full sheet, generally in good condition

Plate 395 x 575mm., Sheet 560 x 7602mm.

£3,000 - 5,000



95

## 96**\* ED RUSCHA (AMERICAN, BORN 1937)**

Ballerina, from Barcelona Suite Lithograph in colours, 1988, on wove paper, signed, dated and numbered IX/IX in pencil, an artist's proof aside from the edition of 75, published by Ediciones Poligrafa, Barcelona, printed to the edges of the full sheet, in very good condition

Sheet 755 x 560mm.

£5,000 - 8,000













**ROBERT LONGO (AMERICAN, BORN 1953)** Men in the Cities

The complete set of five lithographs, 1990, on wove paper, all signed, dated, annotated 'I-V' and numbered 24/48 in pencil (there were also 12 artist's proofs), published by Seibu Department Stores Ltd., Tokyo, the full sheets, all in good condition

Sheets 1020 x 658mm. (and similar)

£22,000 - 32,000



## **ROBERT LONGO (AMERICAN, BORN 1953)**

Lithograph, 1994, on wove paper, signed, dated and numbered AP 16/30 in pencil, an artist's proof aside from the edition of 170, published by Greenpeace, New York, the full sheet, in good condition

Sheet 1168 x 762mm.

£6,000 - 8,000





# **ROBERT LONGO (AMERICAN, BORN 1953)**

Men in the Cities: Barbara

Lithograph, 1998, on BFK Rives paper, signed, dated and numbered A/P 14/15 in pencil, an artist's proof aside from the edition of 120, published by Hamilton Selway Fine Art, Los Angeles, the full sheet, laid down, otherwise in good condition

Sheet 1168 x 762mm.

£3,000 - 5,000

# **ROBERT LONGO (AMERICAN, BORN 1953)**

Men in the Cities: Max

Lithograph, 2002, on BFK Rives paper, signed, dated and numbered 40/120 in pencil, published by Hamilton Selway Fine Art, Los Angeles, the full sheet, in good condition

Sheet 1167 x 760mm.

£6,000 - 8,000



## **ROBERT LONGO (AMERICAN, BORN 1953)**

Men in the Cities: Gretchen

Lithograph, 2002, on BFK Rives paper, signed, dated and numbered 111/120 in pencil, published by Hamilton Selway Fine Art, Los Angeles, the full sheet, with pale foxing, otherwise in good condition

Sheet 1165 x 760mm.

£4,000 - 6,000

101

102

## **ROBERT LONGO (AMERICAN, BORN 1953)**

Men in the Cities: Untitled 1

Pigment print in colours, 2005, on wove paper, signed, dated and numbered 8/15 in pencil, published by Adamson Editions, Washington, the full sheet, in very good condition

Sheet 1118 x 775mm.

£4,000 - 6,000





# ROBERT LONGO (AMERICAN, BORN 1953)

Untitled (Adam)
Digital pigment print, 2012, on wove paper, signed, dated and numbered 3/20 in pencil, published by Adamson Editions, Washington, with margins, in very good condition

Sheet 610 x 505mm. (unframed)

£4,000 - 6,000

## **ALEX KATZ (AMERICAN, BORN 1927)**

Black Hat (Tim)

Woodcut, 2010, on Somerset White paper, signed and numbered 12/30 in pencil *recto*, printed by Collaborative Art Editions, Florida, published by Kestnergesellschaft, Hanover, Germany, the full sheet, in very good condition

Sheet 600 x 500mm. (unframed)

£3,000 - 5,000



104

105

## **ALEX KATZ (AMERICAN, BORN 1927)**

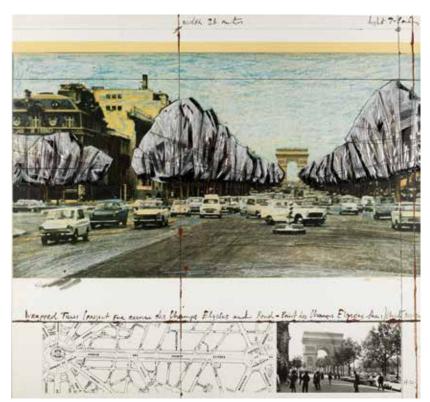
Black Hat (Ada)

Woodcut, 2012, on Somerset White paper, signed and numbered 13/25 in pencil, printed by Collaborative Art Editions, Florida, published by Lococo Fine Art Publisher, St. Louis, with their stamp verso, the full sheet, in very good condition

Sheet 546 x 508mm. (unframed)

£4,000 - 6,000





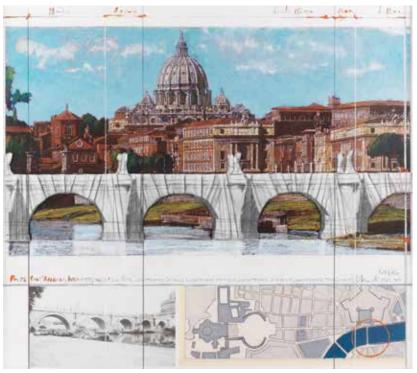
106\*

#### **CHRISTO & JEANNE-CLAUDE** (AMERICAN, BORN 1935; 1935-2009)

Wrapped Trees, Project for the Avenue des Champs-Élysées, Paris (Schellmann 160) Lithograph in colours with hand-colouring and collage of transparent polythylene, thread, photograph, map, tape and staples, 1992, on Guarro paper mounted on board (as issued), signed and inscribed HC in pencil, one of five hors commerce impressions aside from the edition of 100, published by Polígrafa, Barcelona, the full sheet, in very good condition

Sheet 700 x 750mm.

£4,000 - 6,000



#### **CHRISTO & JEANNE-CLAUDE (AMERICAN,** BORN 1935; 1935-2009)

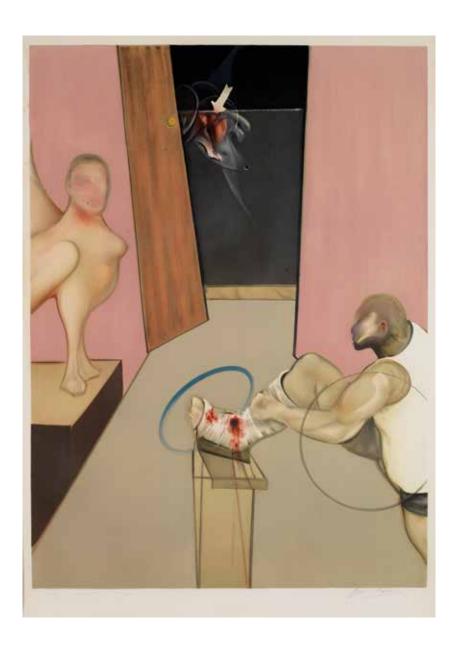
Ponte Sant'Angelo, Wrapped, Project for Rome (Schellmann 205)

Screenprint with collage of fabric and twine, with felt pen and pencil additions, and semi-transparent polyester foil with masking tape, 1969-2011, on card, signed and numbered LV/XC in pencil (there was also the edition of 160), co-printed by recom, Ostfildern and the handworks by Schellmann Art, Munich, published by Geuer and Breckner, Düsseldorf, the full sheet, in very good condition

Sheet 635 x 720mm.

£4,000 - 6,000

107



## FRANCIS BACON (BRITISH, 1909-1992)

Oedipus and The Sphinx, After Ingres (Sabatier 18) Lithograph in colours, 1984, on wove paper, signed and numbered 32/150 in pencil, printed by Arts Litho, Paris, with their blindstamp, published by Éditions de la Différence, Paris, the full sheet, some foxing and staining in the left and upper margins, otherwise in good condition

Sheet 1271 x 895mm.

£8,000 - 12,000



#### **LUCIAN FREUD (BRITISH, 1922-2011)**

Head and Shoulders (Hartley 21) Etching, 1982, on wove paper, an unsigned printer's proof of the final, second state, before the edition of twenty, printed at Palm Tree Studios, London, trimmed outside the platemark on three sides, with a narrow margin at the right, two short indented lines in the lower right image, generally in good condition

Plate 248 x 298mm; Sheet 248 x 303mm.

£3,000 - 5,000

#### Provenance

Acquired directly from the printer.

Head and Shoulders was Freud's first etched portrait of any considerable size since 1947. It was the first print where Freud reduced the plate size, at Auerbach's suggestion, to crop the picture at the top and focus the viewer's gaze firmly on the subject.



## 110<sup>AR</sup>

#### **LUCIAN FREUD (BRITISH, 1922-2011)**

Lawrence Gowing (Second Version) (Hartley 9) Etching, 1982, on wove paper, initialled and inscribed 'Proof' in pencil, aside from the edition of ten, printed by Palm Tree Studios, published by James Kirkman and Anthony d'Offay, London, with trimmed margins, otherwise in good condition

Plate 175 x 149mm., Sheet 203 x 184mm.

£3,000 - 5,000



#### **LUCIAN FREUD (BRITISH, 1922-2011)**

Blond Girl (Hartley 24; Figura 33)

Etching, 1985, on Somerset wove paper, initialled and inscribed Trial Proof For Bruce in pencil, aside from the edition of fifty (there were also 15 artist's proofs), printed at Palm Tree Studios, with their blindstamp, co-published by James Kirkman, London and Brooke Alexander, New York, the full sheet, in very good condition

Plate 690 x 542mm., Sheet 915 x 742mm.

£18,000 - 22,000

#### Provenance

Purchased from Michael Parkin Gallery Bruce Bernard

Blond Girl was Freud's first large-scale nude after a break of 34 years working in the medium of etching.

Bruce Bernard (1928-2000), was a picture editor, art critic and photographer and brother of the playwright Jeffrey. He was friends with artists such as Bacon, Auerbach and Freud, who painted him several times and Bernard produced a monograph on the artist.



## 112\* AR

#### **DAVID HOCKNEY (BRITISH, BORN 1937)**

My Pool, from Eight by Eight, to celebrate the Temporary Contemporary (not in M.C.A.T. catalogue) Etching and aquatint in colours, 1983, on Somerset paper, signed, dated and numbered 186/250 in pencil, published by the Museum of Contemporary Art, Los Angeles, 1984, the full sheet, in good condition

Plate 600 x 905mm; Sheet 757 x 1060mm.

£3,000 - 5,000

# 113\* AR

#### **DAVID HOCKNEY (BRITISH, BORN 1937)**

Warm Start, from Some New Prints (MCA Tokyo 337) Lithograph and screenprint in colours, 1993, on Arches 88 paper, signed, dated and numbered 20/68 in pencil, published by Gemini G.E.L., Los Angeles, with their blindstamp, the full sheet, a fine scratch in the upper left image, otherwise in good condition

Sheet 546 x 648mm.

£3,500 - 5,500

#### **DAVID HOCKNEY (BRITISH, BORN 1937)**

Untitled No.346, from A bigger book: Art edition B iPad drawing in colours, 2010/2016, on archival paper, signed, dated and numbered 204/250 in pencil, co-published by the artist, with their blindstamp, and Taschen, Berlin, the full sheet, in very good condition, within the original blue fabric-covered portfolio, together with the publication A Bigger Book, copy number 454 of 1000 and the accompanying Marc Newsom stand

Image 435 x 33mm., Sheet 560 x 432mm.

£5,000 - 7,000

## 115<sup>AR</sup>

#### **BRIDGET RILEY (BRITISH, BORN 1931)**

Carnival (Schubert 43)

Screenprint in colours, 2000, on wove paper, signed, dated, titled and numbered 6/75 in pencil, printed at Artizan Editions, Hove, published by the artist, the full sheet, in very good condition

Image 557 x 759mm., Sheet 730 x 914mm.

£2,500 - 3,500



114







117

## 116<sup>AR</sup>

## **BRIDGET RILEY (BRITISH, BORN 1931)**

Leap (Schubert 68)

Screenprint in colours, 2008, on wove paper, signed, dated, titled and numbered 2/75 in pencil, printed at Artizan Editions, Hove, published by the artist, the full sheet, in very good condition

Image 279 x 711mm., Sheet 445 x 838mm.

£2,000 - 3,000

# 117<sup>AR</sup>

## **BRIDGET RILEY (BRITISH, BORN 1931)**

Red (Schubert 59)

Screenprint in colours, 2005, on wove paper, signed, dated, titled and numbered 33/75 in pencil, printed by Atizan Editions, Hove, published by the artist, with margins, in very good condition

Image 290 x 760mm., Sheet 447 x 910mm.

£3,000 - 5,000



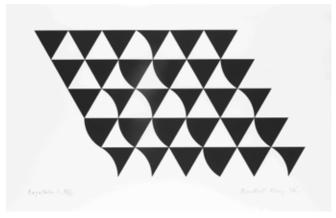
# 118<sup>AR</sup>

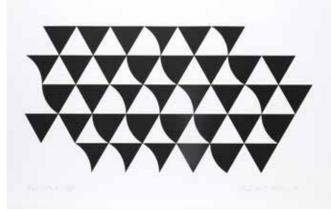
## **BRIDGET RILEY (BRITISH, BORN 1931)**

Large Fragment (Schubert 64) Screenprint in colours, 2006, on wove paper, signed, dated, titled and numbered 50/50 in pencil, printed at Atizan Editions, Hove, published by the artist, the full sheet, in very good condition

Image 1066 x 914mm., Sheet 1283 x 1092mm

£6,000 - 8,000





119<sup>AR</sup>

## **BRIDGET RILEY (BRITISH, BORN 1931)**

Bagatelle I

Screenprint, 2015, on wove paper, signed, dated, titled and numbered 41/75 in pencil, published by Karsten Schubert Gallery, London, the full sheet, in very good condition

Sheet 525 x 820mm.

£5,000 - 7,000

120<sup>AR</sup>

120

## **BRIDGET RILEY (BRITISH, BORN 1931)**

Bagatelle 2

Screenprint, 2015, on wove paper, signed, dated, titled and numbered 41/75 in pencil, published by Karsten Schubert Gallery, London, the full sheet, in very good condition

Sheet 525 x 820mm.

£5,000 - 7,000



121<sup>AR</sup>

## **BRIDGET RILEY (BRITISH, BORN 1931)**

Rose Rose

Screenprint in colours, 2011, on Fabriano paper, signed, dated, titled and numbered 189/250 in pencil, printed at Artizan Editions, Hove, published by Counter Editions, London, the full sheet, in very good

Image 700 x 540mm., Sheet 870 x 695mm.

£3,000 - 5,000

#### SIR HOWARD HODGKIN (BRITISH, 1932-2017)

For Alan II

Hand-painted carborundum relief in colours, 2014, on Arches Moulin du Gué paper, initialled and numbered 7/7 in pencil, published by Alan Cristea Gallery, London, printed to the edges of the full sheet, in very good condition

Sheet 740 x 910mm.

£6,000 - 8,000



122



# SIR HOWARD HODGKIN (BRITISH, 1932-2017)

Hand-painted carborundum relief in colours, 2012, on Arches Moulin du Gué blanc paper, initialled, dated and numbered 24/35 in pencil, published by Alan Cristea Gallery, London, printed to the edges of the full sheet, in very good condition

Sheet 740 x 740mm.

£5,000 - 7,000















124\* AR

## SIR PETER BLAKE (BRITISH, BORN 1932)

Homage to Schwitters

The set of six screenprints in colours with gold and silver leafs, 2005, on cream wove paper, each signed, titled and numbered 1/175 in pencil, printed by Brad Faine at Coriander Studio, London, published by Frans Wynans through Cascadia Fine Art Inc., Vancouver, the full sheets, in excellent condition

Image 400 x 480mm., Sheet 600 x 700mm. (6 unframed)

£7,000 - 10,000













125<sup>AR</sup>

## **GARY HUME RA (BRITISH, BORN 1962)**

Portraits

The complete set of ten screenprints in colours, 1998, with screenprinted colophon and title pages, each print signed and titled in pencil, numbered 8/36 in pencil on the colophon page, published by The Paragon Press, London, the full sheets, generally in very good condition, with the buckram-covered wooden box with the artist's screenprinted design on the cover

Sheet 1085 x 725mm (10)(5 unframed) Folio 1155 x 940mm

£8,000 - 12,000



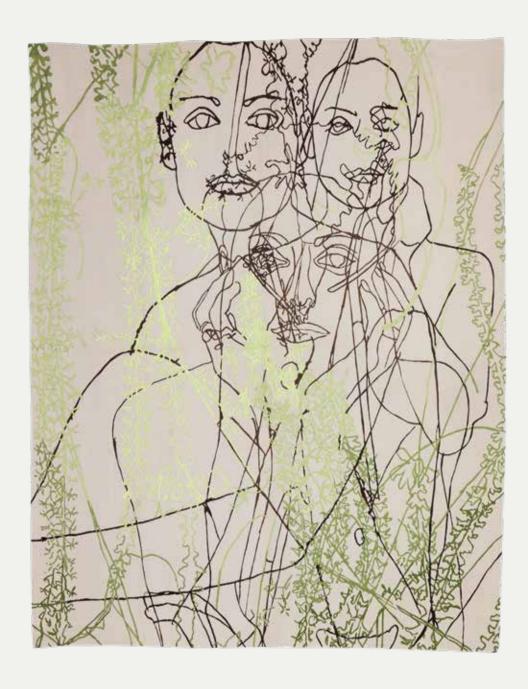
(folio case cover)

# **CONTEMPORARY TAPESTRIES**

The five tapestries, presented together here at auction for the first time, are part of an original commission of thirteen tapestries by contemporary artists commissioned by Banners of Persuasion, a London based art-organisation set up by designer rug-makers Christopher and Suzanne Sharp. The works took three years to complete and were eventually presented at *The Dairy*, in Bloomsbury, London, in 2008 for the exhibition *Demons, Yarns & Tales: Tapestries by Contemporary Artists*. The exhibition then travelled to Art Basel in Miami and New York.

The incentive behind Christopher and Suzanne Sharp's idea, and the common thread running through this group of tapestries, was to challenge the selected contemporary artists to work in the mad and magical medium of tapestry, one which they were not accustomed to. The project also referenced the medieval tradition of textile design commissions, when artists would depict a scene that would then be made into a tapestry by craftsmen. Similarly for this project, each of the artists created an artwork designed to be hand-woven in silk, wool, metallic and gold thread, with each single thread hand-dyed and tied. They followed in the steps of numerous twentieth century artists who have experimented with the medium, the most prominent being Picasso, Kandinsky and Warhol.

As with any challenges, the project presented each artist with ways to expand their practice and to develop the ongoing themes in their work; thus providing a fascinating insight into their sensibility and approach to form and material. Beatriz Milhazes for example continues her exploration of the superimposition of shapes and hypnotic movements in the opening flower petals of her motif, suggesting the movement of a kaleidoscope. Gary Hume's Georgie and Orchids is an homage to his wife, appearing veiled in flowers. The green silk embroidery guides the eye through the length of the tapestry; a medium that softens Hume's renowned language of high gloss painted planes of industrial colours. Gavin Turk pays homage to Alighiero Boetti's embroidered world maps in his Mappa del Mundo where each country is filled up with crumpled fast-food packaging, instead of Boetti's flags. Peter Blake and Grayson Perry's works convert particularly well to tapestry. Perry invites us to "Vote Alan Measles for God". Alan Measles, his childhood teddy bear, takes on a darker role in a tapestry that follows in the historical tradition of using the medium to tell stories of power struggles and war. Perry's mordant humour is at its best and his usual iconography and motifs are rendered all the more vividly through the needlepoint technique.



## **GARY HUME (BRITISH, BORN 1962)**

Georgie and Orchids

Wool tapestry with raised silk embroidery, 2008, signed in black felt tip pen and numbered 3 of 5 on a stitched label *verso*, commissioned by the Rug Company, London, in very good condition

2050 x 2500mm. (overall)

£10,000 - 15,000



## **BEATRIZ MILHAZES (BRAZILIAN, 1960)**

Wool tapestry with silk floral motif, 2008, signed in black felt-tip pen and numbered 3 of 5 on a stitched label *verso*, commissioned by the Rug Company, London, in very good condition

2000 x 2000mm. (overall)

£35,000 - 55,000



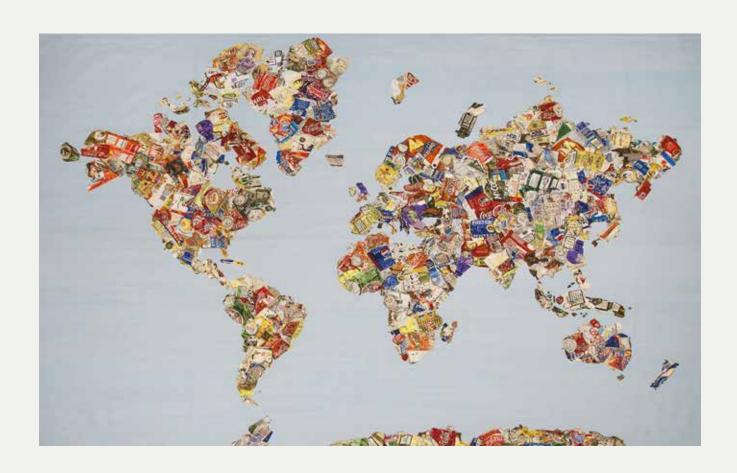
## SIR PETER BLAKE (BRITISH, BORN 1932)

Alphabet

Wool, silk and artificial silk tapestry, 2008, signed in black felt tip pen and numbered 3 of 5 on a stitched label verso, commissioned by the Rug Company, London, in very good condition

1820 x 1820mm. (overall)

£10,000 - 15,000



## **GAVIN TURK (BRITISH, BORN 1967)**

Mappa del Mondo

Wool tapestry with silk and metallic thread, 2008, signed in black felttip pen and numbered 5 of 5 on a stitched label *verso*, commissioned by The Rug Company, London, in very good condition

3130 x 920mm. (overall)

£12,000 - 18,000



## **GRAYSON PERRY (BRITISH, BORN 1960)**

Vote Alan Measles for God Wool needlepoint tapestry, 2008, signed in black felt tip pen and numbered 4 of 5 on a stitched label verso, commissioned by the Rug Company, London, in very good condtion

2500 x 1770mm (overall)

£30,000 - 50,000





## 131<sup>AR</sup>

#### **GRAYSON PERRY (BRITISH, BORN 1960)**

Gay Black Cats M.C.

Hand-made cotton fabric and embroidery appliqué flag, 2017, from an edition of 150, produced by Kit Grover Retail Culture, published by the Serpentine Galleries, London, in the original card box with printed lid, together with a Certificate of Authenticity signed in black ink by the artist, in very good condition

970 x 1420mm. (overall)

#### £3,000 - 5,000

Produced for The Most Popular Art Exhibition Ever! at the Serpentine Gallery, 8 June - 10 September 2017.

## 132<sup>AR</sup>

#### **GRAYSON PERRY (BRITISH, BORN 1960)**

House of Love

Steel shrine multiple with two figures, 2017, from an edition of fifty, produced by Kit Grover Retail Culture, published by the Serpentine Galleries, London, together with a Certificate of Authenticity signed in black ink by the artist, in good condition

600 x 300 x 175mm. (overall)

#### £3,000 - 5,000

Produced for The Most Popular Art Exhibition Ever! at the Serpentine Gallery, 8 June - 10 September 2017.

## **JULIAN OPIE (BRITISH, BORN 1958)**

The Gallery Staff 1 (Cristea 151) Screenprint, 2010, on glass, signed in black ink and numbered AP 1/5 on a label on the reverse of the frame, an artist's proof aside from the edition of twenty, in a black tulip wood frame designed by the artist, printed by Advanced Graphics, published by Alan Cristea Gallery, London, in very good condition

575 x 935 x 65mm. (overall)

£4,000 - 6,000



133

134<sup>TP</sup>

#### AI WEIWEI (CHINESE, BORN 1957)

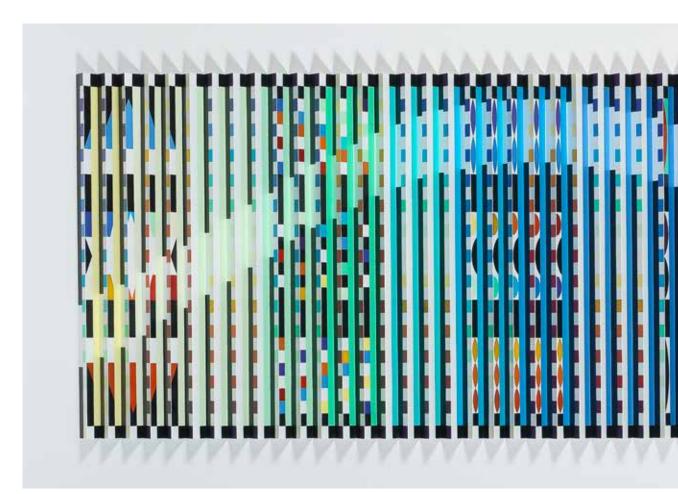
Art Edition

Chinese marble book stand and Habotai silk scarf wrapped cloth-bound volume, 2014, signed, dated and stamp numbered 'AP 008' on the Certificate of Authenticity, an artist's proof aside from the edition of 100, within original stamp numbered packaging as published, in excellent condition

215 x 762 x 520mm. (overall)

£4,000 - 6,000





135\* AR TP

#### YAACOV AGAM (ISRAELI/FRENCH, BORN 1928)

Rainbow Rhythm

Polymorphic colour screenprint on folded PVC and wood, 1994-1996, signed and inscribed AP, an artist's proof aside from the edition of ninety-nine (apparently only eighteen were produced), in very good condition

2170 x 750 mm. (overall)

£25,000 - 35,000

136<sup>AR</sup>

#### VICTOR VASARELY (HUNGARIAN/FRENCH, 1906-1997)

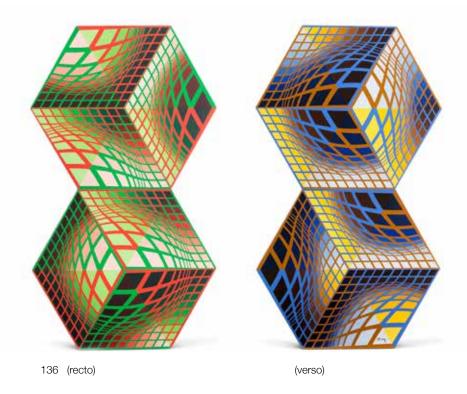
Kettes

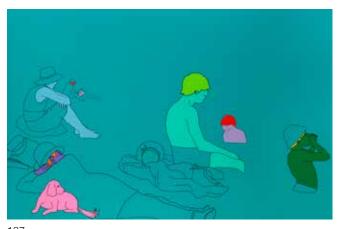
Wood multiple hand-painted with acrylic in colours on both sides, 1988, signed in black ink and numbered 14/125, in very good condition

540 x 310 x 60mm (overall)

£4,000 - 6,000









137<sup>† AR</sup>

#### **MICHAEL CRAIG-MARTIN (IRISH, BORN 1941)**

Deconstructing Seurat (turquoise green)
A pair of screenprints in colours, 2004, on Somerset satin paper, each signed, dated and numbered 13/40 in pencil verso, published by Alan Cristea Gallery, London, the full sheets, in very good condition,

Each sheet 630 x 935mm. (2)

unexamined out of the frames



## 138<sup>† AR</sup>

#### **MICHAEL CRAIG-MARTIN (IRISH, BORN 1941)**

Deconstructing Seurat

Vector drawings with bespoke software, computer and LCD screen, 2005, signed, dated and numbered 10/10 in silver ink on the reverse, published by Alan Cristea Gallery, London, in good condition

360 x 468 x 150mm (overall)

#### £6,000 - 8,000

This work consists of a custom-made computer fitted behind a 21 inch monitor. It runs a series of constantly changing images based on Seurat's *Bathers at Asnière*. The eight figures fade, disappear and re-emerge, whilst the landscape slowly changes colour through a range of nineteen alternatives.





139<sup>†</sup> AR

#### **JAN DIBBETS (DUTCH, BORN 1941)**

Colour Studies I-X

The set of ten colour photographs, 1973-76, on glossy wove paper, each signed, numbered 12/40 and numbered in roman numerals from the series in black ink, published by Alan Cristea Gallery, London, in very good condition

Sheets 600 x 600mm. (10)

£5,000 - 7,000

140\* AR

#### IMI KNOEBEL (GERMAN, BORN 1940)

Anima Mundi 16

Acrylic in colours with collage, 2011, on glossy wove paper, signed, titled, dated and numbered 3/5 in black ink on the reverse, in very good condition

Sheet 460 x 360mm.

£3,000 - 5,000



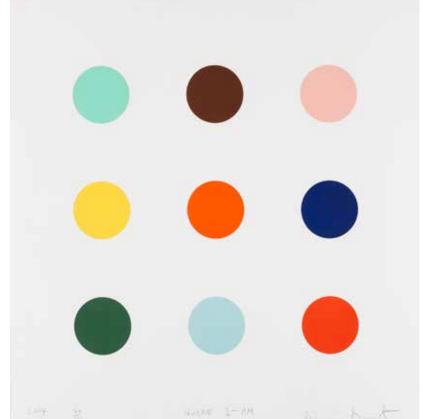


## YAYOI KUSAMA (JAPANESE, BORN 1929)

Pumpkin 2000 (Red) (Kusama 299) Screenprint in red and black, 2000, on wove paper, signed, titled, dated and numbered 25/100 in pencil, the full sheet, published by Serpentine Gallery, London, in good condition

Image 300 x 350mm; Sheet 480 x 640mm.

£5,000 - 7,000



142<sup>AR</sup>

## **DAMIEN HIRST (BRITISH, BORN 1965)**

Quene 1-AM

Etching in colours, 2004, on Hahnemüle paper, signed, dated, titled and numbered 40/100 in pencil, published by Other Criteria, London, the full sheet, two small soft creases, otherwise in good condition

Plate 760 x 760mm., Sheet 1150 x 1122mm.

£7,000 - 10,000



143<sup>AR</sup>

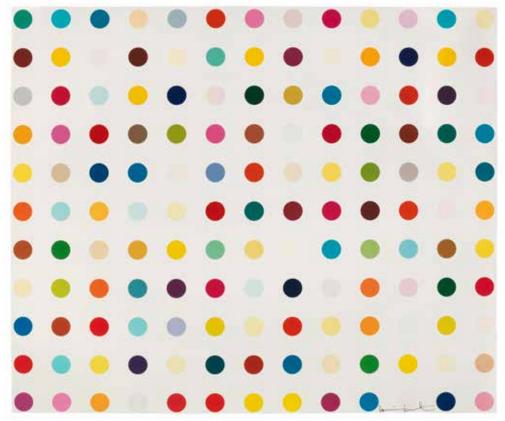
## **DAMIEN HIRST (BRITISH, BORN 1965)**

Mickey (small)

Screenprint in colours, 2014, on wove paper, signed and numbered 157/250 in pencil, published by Other Criteria, London, with their and the artist's blindstamps, the full sheet, in very good condition

Sheet 875 x 700mm. (unframed)

£20,000 - 30,000



144<sup>AR</sup> TP

#### DAMIEN HIRST (BRITISH, BORN 1965)

Lysergic Acid Diethylamide (LSD)

Lambda inkjet print in colours, 2000, on glossy wove paper, signed in black pen, numbered 7/300 *verso*, published by Eyestorm, London, the full sheet, laid down, otherwise in good condition

Sheet 1055 x 1250mm.

£5,000 - 7,000

145<sup>AR</sup>

#### DAMIEN HIRST (BRITISH, BORN 1965)

Phendimetrazine

Screenprint in colours with glaze, 2011, on Somerset satin paper, signed and numbered 36/150 in pencil, published by Other Criteria, London, with their blindstamp, the full sheet, in very good condition

Sheet 705 x 1187mm.

£4,000 - 6,000



### 146<sup>AR</sup>

#### **DAMIEN HIRST (BRITISH, BORN 1965)**

Controlled Substances Key Spot

Screenprint in colours with glaze and debossed edge, 2011, on wove paper, signed, numbered 36/150 and inscribed Ph in pencil, published by Other Criteria, London, with their blindstamp, the full sheet, in very good condition

Sheet 506 x 490mm.

£3,000 - 5,000



146

#### 147<sup>AR</sup>

#### **DAMIEN HIRST (BRITISH, BORN 1965)**

Psalm Print: Confitebor Tibi

Screenprint in colours with diamond dust, 2009, on wove paper, signed and numbered 15/50 in pencil, published by Other Criteria, London, with their and the artist's blindstamps, the full sheet, in very good condition

Sheet 740 x 714mm.

£5,000 - 7,000



147

#### 148<sup>AR</sup>

#### **DAMIEN HIRST (BRITISH, BORN 1965)**

The Golden Calf

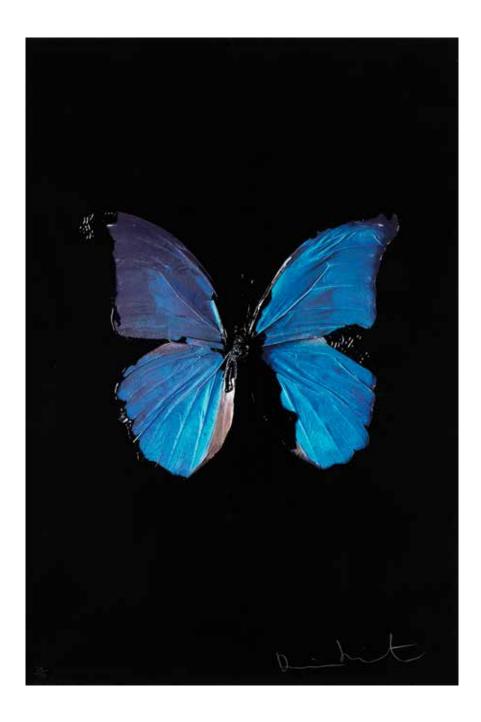
Screenprint in colours with gold leaf, 2009, on thick wove paper, signed and numbered 11/100 in pencil, published by Other Criteria, London, the full sheet, in very good condition

Sheet 645 x 1240mm.

£3,000 - 5,000



148



149<sup>AR TP</sup>

#### **DAMIEN HIRST (BRITISH, BORN 1965)**

The Soul on Jacob's Ladder Screenprint in colours, 2005, on Somerset Satin paper, signed and numbered 28/55 in white crayon, co-published by Paul Stolper and Other Criteria, London, the full sheet, in very good condition

Sheet 1500 x 990mm.

£10,000 - 15,000



### 150<sup>AR</sup>

#### **DAMIEN HIRST (BRITISH, BORN 1965)**

Orange Butterfly

Unique etching and aquatint in colours, 2008, on wove paper, signed and inscribed U.P. in pencil, unique proof, with the Damien Hirst archive number DHP 11248 in pencil verso, the full sheet, in very good condition

Plate 935 x 855mm., Sheet 119 x 1074mm.

£20,000 - 30,000



151<sup>AR</sup>

#### **DAMIEN HIRST (BRITISH, BORN 1965)**

The Souls I-IV

Four foil block prints in colours, 2010, on Arches 88 paper, each signed and numbered 11/15 in pencil, co-published by Other Criteria and Paul Stolper, London, the full sheets, in very good condition

Sheets 720 x 510mm. (4)

£15,000 - 20,000





152 153

### 152<sup>AR</sup>

#### **DAMIEN HIRST (BRITISH, BORN 1965)**

The Dead (Silver Gloss/Turquoise) Foil block print in colours, 2009, on wove paper, signed and numbered 7/15 in pencil, co-published by Paul Stolper and Other Criteria Ltd., London, the full sheet, in very good condition

Image 410 x 295mm., Sheet 720 x 510mm.

£3,000 - 5,000

#### 153<sup>AR</sup>

#### **DAMIEN HIRST (BRITISH, BORN 1965)**

The Dead (Gold Gloss/Turquoise) Foil block print in colours, 2009, on wove paper, signed and numbered 6/15 in pencil, co-published by Paul Stolper and Other Criteria Ltd., London, the full sheet, in very good condition

Image 410 x 295mm., Sheet 720 x 510mm.

£3,000 - 5,000



#### 154<sup>AR</sup>

#### **DAMIEN HIRST (BRITISH, BORN 1965)**

Victory over Death

Photogravure etching with hand-colouring, 2008, on wove paper, signed in pencil, numbered 26/58 in pencil on the reverse, published by Paragon Press, London, the full sheet, in good condition

Plate 935 x 855mm., Sheet 1190 x 1075mm.

£10,000 - 15,000

155<sup>† AR</sup>

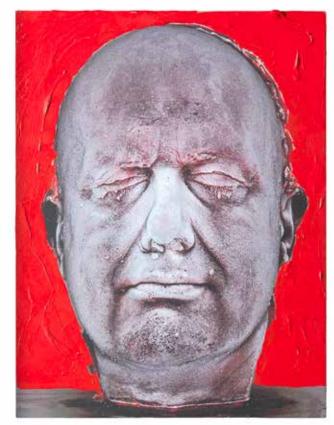
### MARC QUINN (BRITISH, BORN 1964)

Self (Red)

Hand-coloured pigment print, 2006, one of ten unique colour variants, on gesso-coated aluminium, signed, dated and numbered VII/X in black ink, on the reverse of the plate, printed by Factum Arte, Madrid, published by Paragon Press, London, apparently in very good condition, unexamined out of the frame

Sheet 260 x 200mm.

£2,500 - 3,500



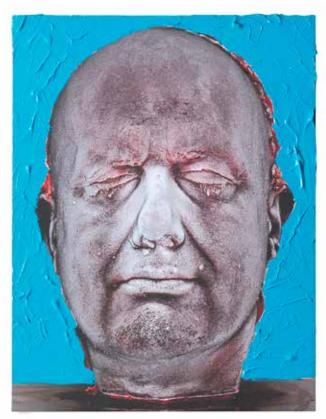
155



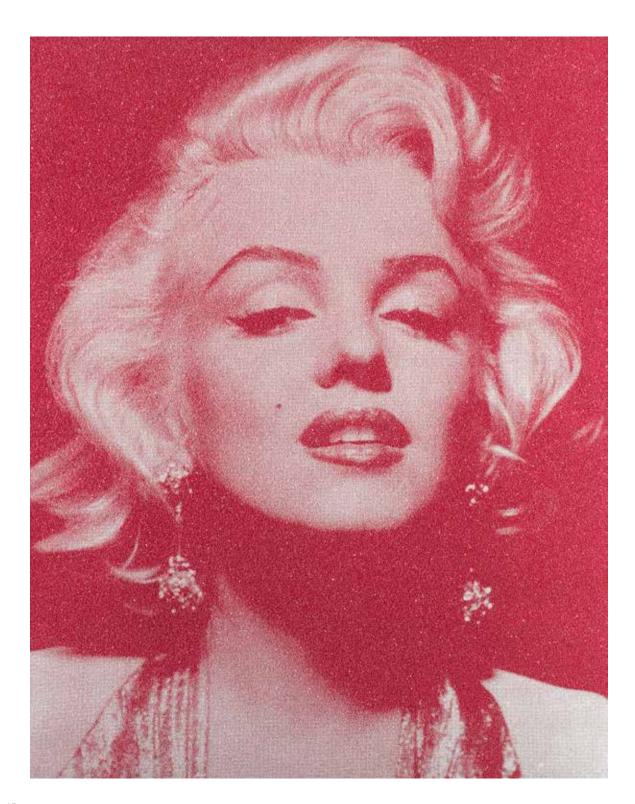
Hand-coloured pigment print, 2006, one of ten unique colour variants, on gesso-coated aluminium, signed, dated, inscribed unique and numbered VII/X in black ink on the reverse of the plate, printed by Factum Arte, Madrid, published by Paragon Press, London, apparently in very good condition, unexamined out of the frame

Sheet 260 x 200mm.

£2,500 - 3,500



156



157<sup>AR</sup> RUSSELL YOUNG (BRITISH, BORN 1960)

Marilyn Monroe Portrait - Reach out and Touch Faith Unique screenprint in colours with acrylic and diamond dust on canvas, 2009, signed, titled, dated and annotated white + rose in pencil on the reverse, in very good condition

1575 x 1200mm. (overall)

£15,000 - 20,000



158<sup>AR</sup>

#### **RUSSELL YOUNG (BRITISH, BORN 1960)**

Marilyn Desire

Unique screenprint with acrylic and diamond dust on canvas, 2010, signed, titled, dated and annotated AV11 2010 B+W in pencil on the reverse, in very good condition

1575 x 1205mm. (overall)

£8,000 - 12,000

158



#### **RUSSELL YOUNG (BRITISH, BORN 1960)**

Elvis TCB Gun

Silver enamel screenprint with diamond dust, 2008, on black Somerset paper, signed and inscribed PP 2/2 in pencil, a printer's proof aside from the edition of 5, published by Bankrobber, Ltd., Los Angeles, the full sheet, in good condition

Sheet 770 x 1125mm. (unframed)

£3,000 - 5,000



159



160<sup>AR</sup>

#### **BANKSY (BRITISH, BORN 1975)**

Balloon Girl

Screenprint in black and red, 2004, on wove paper, signed, dated and numbered 91/150 in pencil, published by Pictures on Walls, London, with their blindstamp, the full sheet, in good condition

Sheet 653 x 592mm.

#### £40,000 - 60,000

The work is accompanied by a certificate of authenticity issued by Pest control Office.



#### 161<sup>AR</sup>

#### **BANKSY (BRITISH, BORN 1975)**

Love Rat

Screenprint in colours, 2004-05, on wove paper, signed and numbered 126/150 in pencil, published by Pictures on Walls, London, with their blindstamp, the full sheet, in good condition

Sheet 500 x 345mm.

#### £15,000 - 25,000

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



### 162<sup>AR</sup>

#### **BANKSY (BRITISH, BORN 1975)**

Pulp Fiction

Screenprint in colours, 2004, on wove paper, signed, dated and numbered 80/150 in pencil, published by Pictures on Walls, London, with margins, laid down, otherwise in good condition

Sheet 480 x 685mm.

£10,000 - 15,000

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



### 163<sup>AR</sup>

#### **BANKSY (BRITISH, BORN 1975)**

Jack and Jill (Police Kids) Screenprint in colours, 2005, on wove paper, signed, dated and numbered 293/350 in pencil, published by Pictures on Walls, London, with their blindstamp, the full sheet, in very good condition

Sheet 500 x 700mm.

#### £7,000 - 10,000

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

162



164

### 164<sup>AR</sup>

#### **BANKSY (BRITISH, BORN 1975)**

No Ball Games (Green)

Screenprint in colours, 2009, signed in blue crayon, numbered 243/250 in pencil, published by Pictures on Walls, London, with their blindstamp, the full sheet, in very good condition

Image 610 x 640mm., Sheet 670 x 700mm.

#### £12,000 - 18,000

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

#### AQUATINT

An etching process in which tone is created by treating a plate with fine particles of acid-resistant material (powdered resin) and then placing the plate in an acid bath. The acid bites into the plate between the grains of resin, and when printed, the mass of tiny spots produces a textured area with tonal effects similar to water colour wash.

#### ARTIST'S PROOF /EPREUVE D'ARTISTE

Impressions printed especially for the artist and excluded from the numbering of an edition, but exactly like the editioned prints in every other respect. Usually appears as "A.P" or "E.A."

#### **BLINDSTAMP**

The embossed, inked, or stamped symbol used by printers and print workshops, usually in the margin of the paper as a mark of identification.

#### **BON à TIRER**

The proof approved by the artist which establishes the standard for all of the other prints in the edition.

#### **BURR**

When using a drypoint needle or other engraving tool to draw directly into a metal plate small fine pieces of metal are raised up on both sides of the scored line. This burr holds additional ink during the printing process and gives the lines a velvety or fuzzy texture. Burr is very delicate and consequently is easily worn down during the pressures of the printing process. Early pulls or impressions taken from such plates are characterised by rich burr. In the case of Old Master prints especially, the quantity and evidence of burr can sometimes be used as an aid in determining how early the impression was pulled.

#### **CANCELLATION PROOF**

In printmaking, when the edition is complete, the matrix - a block, plate, stone, Mylar or other - is effaced, crossed out or otherwise "cancelled." An impression is then taken from this matrix, showing that the plate has been "cancelled." This ensures that no further uncancelled impressions can be pulled.

#### CARBORUNDUM

The trade name of silicon carbide, carborundum began its use in printmaking as an abrasive which was used in effacing lithographic stones. The particles, when mixed together with glue can also be used to draw on a plate – sometimes creating a raised surface – which is then inked and printed with the ink being held in the spaces between the particles. The resulting prints are often textured due to the raised areas of the printing surface.

#### CATALOGUE RAISIONNÉ

A scholarly catalogue which should include all the known works by an artist at the time of publication. Essential information by which works are identified is included.

#### **CHINE APPLIQUE**

Chine appliqué or chine collé is a method of papermaking characterized by affixing a thin sheet of smooth white paper, also called china paper or chine, with glue or water, to a sturdy woven paper, which acts as a support sheet. When the paper is run through the press during the printing process, the two sheets are firmly bonded together.

#### COLOPHON/JUSTIFICATION

A note, usually at the end of a book or portfolio of prints, giving all or some of the following information: name of work, author, printer, place of printing, date, size of edition.

#### **DECKLE EDGE**

The natural, untrimmed edge of handmade paper usually slightly uneven and sometimes slightly thinner than the rest of the sheet.

#### DRYPOINT

An intaglio process in which a plate is marked or incised directly with a needle. The drypoint line can look very much like an etched line but is usually lighter and characterized by the existence of burr.

#### **EDITION**

The total number of impressions pulled of a single image or sets of images from the same matrix. To this number the artist usually authorizes the addition of a small number of artist's, printer's, publisher's and other proofs.

#### **EMBOSSING**

A printmaking process used to create a raised surface or raised element, but printed without ink.

#### **ENGRAVING**

An intaglio process in which a plate is marked or incised directly with a burin or other metal-marking tool. No acid is used in this process since the design is dug out by hand. An engraved line can range from very deep and wide, to lighter and thinner and is often characterized by a pointed end signaling the exit of the "v" shaped burin from the metal.

#### **ETCHING**

An intaglio process in which a plate is treated with an acid-resistant ground. The artist then draws through the ground with various tools to expose the metal. The plate is then immersed in an acid bath where the acid "bites" or chemically dissolves the exposed lines. The metal plate is therefore "carved" or "etched" by the acid rather than by a tool directly in the metal.

#### **FOUL-BITING**

In printmaking, when the acid-resistant ground on a metal plate does not keep the acid entirely out, irregularities can appear. These "bitten" areas will, when the plate is printed, catch ink and appear as spots or oddly inked areas.

#### **FRONTISPIECE**

Illustration in a book opposite the title page.

#### HORS-COMMERCE/ "H.C"

Meaning "outside of the commercial edition" these proofs, not originally intended for sale, are excluded from the numbering of an edition, but are otherwise exactly like the edition prints in every other respect.

#### **INTAGLIO**

All matrices which have either been cut into or "bitten" into. The resulting "dug out" lines are printed. Intaglio processes include etching, aquatint, engraving, mezzotint and metal engravings, among others.

#### LINOCUT/LINOLEUM CUT

A relief process, like a woodcut where the artist carves the design out of the linoleum or linoleum mounted onto wood. What remains is printed, rather than what is cut away.

#### **LITHOGRAPHY**

A planographic printing process where a drawing is made directly on a stone or other smooth matrix with greasy materials such as lithographic crayon. The surface is then dampened with water, which is repelled by the greasy areas The surface is then rolled with greasy printing ink, which adheres only to the greasy areas and is itself repelled by the areas which have water. The drawn image is then printed. A separate stone is required for each colour.

#### MATRIX

The base from which the print is made. This can be anything – a standard metal plate or lithographic stone, a potato or vinyl record, a stencil, anything from which you print.

#### **MEZZOTINT**

An intaglio method in which the entire surface of the plate is roughened by a spiked tool ("rocker") so that, if inked, the entire plate would print in solid black. The artist then works from "black" to "white" by scraping (or burnishing) out areas to produce lighter tones.

#### MONOTYPE

A unique image printed from an unworked smooth, metal or glass surface painted in ink by the artist.

#### MONOPRINT

A print which has as its base an etching, lithograph or woodcut and which is then uniquely altered by monotype colouring, inking, or choices in paper colour.

#### **OFFSET PRINTING**

Method of printing in which the inked image from a lithographic stone, a metal plate or other matrix is first transferred to an intermediary such as a rubber cylinder or blanket and then to paper, thus creating an image in the same direction as the original.

#### PHOTO-ETCHING/PHOTOGRAVURE

An intaglio printmaking process in which an image is produced on an etching plate by photographic means .

#### PHOTO-LITHOGRAPH

A process in which an image is produced on a lithographic plate by photographic means.

#### PLANOGRAPHIC PRINT

Printing from a flat surface. Planographic processes include lithography and some forms of commercial printing.

#### **PLATEMARK**

The imprint in the paper resulting from the edge of a metal plate being pushed into it during the pressure of the printing process.

#### **PLATE TONE**

A veil of ink intentionally left on the surface of the plate during printing which creates delicate areas of tone or shading.

#### **POCHOIR**

A printing process using stencils, originally used to simulate hand-colouring.

#### **PRINTER'S PROOFS**

Impressions printed especially for the printer(s) and excluded from the numbering of an edition, but exactly like the editioned prints in every respect. Usually appears as "P.P".

#### PROGRESSIVE PROOFS

In printmaking, a series of proofs taken to show each individual color plate and each combination of them culminating in the final, complete version.

#### **PUBLISHER**

The person or entity who subsidises and often initiates the making of a print edition or portfolio and who also disseminates the prints.

#### RELIEF PRINTING

A category of printmaking in which a design on a flat surface is carved with a knife or chisel, removing the areas that the printmaker does not want to be printed. When the surface is then rolled with ink and printed, the resulting impression will only show the lines and shapes of the design left on the unworked surface by the artist. The most common types of relief prints are woodcut, wood engraving, and linocut.

#### SCREENPRINT/ SILKSCREEN

A printing process using stencils to block out areas which are then printed through silk, other fabric or metal mesh.

#### SOFT GROUND ETCHING

An etching technique where a soft ground is laid on the metal plate. The artist draws onto a piece of paper which is laid down on top of the ground. The ground adheres to the paper where the pencil or other tool has pressed down into it through the paper and pulls away when the paper is lifted The resulting "marked" plate is placed in an acidbath where the acid "bites" into the more exposed areas where the ground has been "lifted". The line created is often soft and grainy.

#### STATE

An impression taken from the plate at a particular moment or stage of development and distinguished from impressions taken at other times during that process. The final State is the state from which editions are generally pulled, although some artists pull several impressions in each state.

#### STEEL FACING

When a metal intaglio plate is covered with a thin deposit of steel using electrolysis creating a much harder surface which can accommodate larger numbers of printings before wear becomes evident.

#### TRIAL PROOF/ WORKING PROOF

An early proof, often incorporating artist's revisions and changes and generally not identical to the numbered, editioned prints.

#### **TUSCHE**

Grease in stick or liquid form used principally for drawing in lithography.

#### WATERMARK

Design in the paper seen when held against the light. A manufacturer's mark, it is used to trace the origin and date of the paper.

#### WOODCUT

A relief technique where the image or design is left raised above what is carved out of the wood. What is not carved is printed.

# POST-WAR & CONTEMPORARY ART

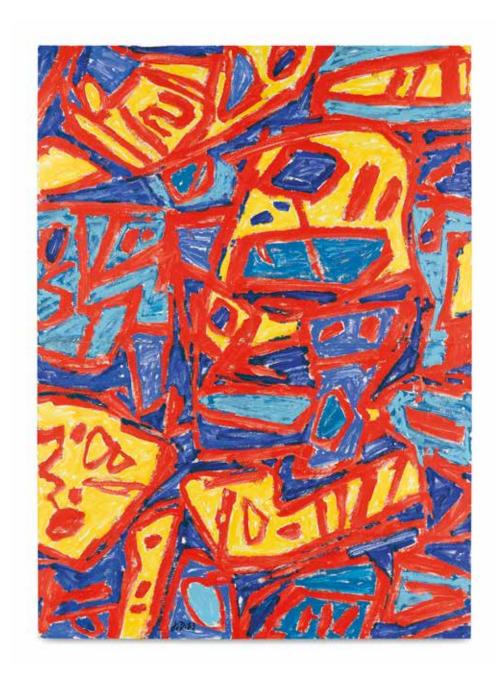
Wednesday 27 June 2018 New Bond Street

#### **JEAN DUBUFFET (1901-1985)**

Mire G 13 (Bolivar), 1983 acrylic on paper laid on canvas 136.5 x 100.5 cm. (53 3/4 x 39 9/16 in.) £180,000 - 250,000

#### **ENQUIRIES**

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



# Bonhams

LONDON

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Prices shown include buyer's premium. Details can be found at bonhams.com

# IMPRESSIONIST & MODERN ART

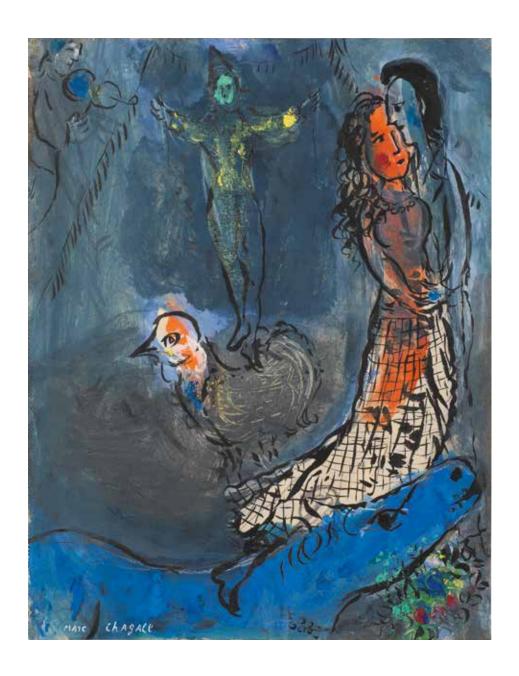
Thursday 11 October 2018 New Bond Street, London MARC CHAGALL (1887-1985) Les amoureux à l'âne bleu

£80,000 - 120,000 \$110,000 - 170,000

plus buyer's premium and other fees \*

**ENQUIRIES** 

+44 (0) 20 7468 8328 india.phillips@bonhams.com



# Bonhams

LONDON

#### bonhams.com/impressionist

#### NOTICE TO BIDDERS

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

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

#### 1. OUR ROLE

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

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

#### 2. LOTS

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

are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a Lot, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

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

#### **Condition Reports**

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

#### The Seller's responsibility to you

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

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

#### 8. VAT

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

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the Hammer Price and Buyer's Premium:

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium
- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium
- α Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

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

#### 9. PAYMENT

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

### Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY Account Name: Bonhams 1793 Limited Trust Account Account Number: 25563009 Sort Code: 56-00-27 IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

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

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

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

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

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

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

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

#### 10. COLLECTION AND STORAGE

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

#### 11. SHIPPING

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

#### 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

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

#### 13. CITES REGULATIONS

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

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

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

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or

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

#### 15. BOOKS

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

#### 16. CLOCKS AND WATCHES

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

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

#### **Proof of Firearms**

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

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

#### **Guns Sold as Parts**

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

#### **Condition of Firearms**

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

### Original Gun Specifications Derived from Gunmakers

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

#### Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a '\$58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

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

#### Taxidermy and Related Items

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

#### 18. FURNITURE

#### **Upholstered Furniture**

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

#### 19. JEWELLERY

#### Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. Bidders should be aware that Estimates assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed Descriptions of gemstones. However there may not be consensus between different laboratories on the 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

#### **Estimated Weights**

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

#### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

#### 3. A diamond brooch, mounted by Kutchinsky

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

#### 20. PHOTOGRAPHS

#### Explanation of Catalogue Terms

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

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

#### 21. PICTURES

#### **Explanation of Catalogue Terms**

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

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

#### 22. PORCELAIN AND GLASS

#### Damage and Restoration

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

#### 23. VEHICLES

#### The Veteran Car Club of Great Britain

#### **Dating Plates and Certificates**

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

#### 24. WINE

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

#### **Examining the wines**

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

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

#### Corks and Ullages

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

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

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

#### Options to buy parcels

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

#### Wines in Bond

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

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

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

#### **Bottling Details and Case Terms**

The following terms used in the  ${\it Catalogue}$  have the following meanings:

CB - Château bottled

DB - Domaine bottled

EstB - Estate bottled BB - Bordeaux bottled

BE - Belgian bottled

FB - French bottled

GB - German bottled OB - Oporto bottled

UK - United Kingdom bottled

owc- original wooden case

iwc - individual wooden case

oc - original carton

#### SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

#### **APPENDIX 1**

#### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

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

#### 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;
- 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
- 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. 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

- 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

5.1

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

#### COLLECTION OF THE LOT

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

#### FAILURE TO PAY FOR THE LOT

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

#### THE SELLER'S LIABILITY

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

#### 10 MISCELLANEOUS

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

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the Contract for Sale.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### 11 GOVERNING LAW

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

#### **APPENDIX 2**

#### **BUYER'S AGREEMENT**

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

#### 1 THE CONTRACT

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

### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

#### 4 COLLECTION OF THE LOT

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

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

#### 5 STORING THE LOT

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

#### 6 RESPONSIBILITY FOR THE LOT

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

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

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

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

#### 9 FORGERIES

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

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

#### 10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lof 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  ${\it Lot}$  and that invoice has been paid; and

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

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

#### but not if:

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

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

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

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

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

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

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

#### 12 MISCELLANEOUS

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

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

#### 13 GOVERNING LAW

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

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

#### APPENDIX 3

#### **DEFINITIONS AND GLOSSARY**

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

#### LIST OF DEFINITIONS

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

- "Bidder" a person who has completed a Bidding Form.
- "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".
- "Book" a printed Book offered for Sale at a specialist Book Sale.
- "Business" includes any trade, Business and profession.
  "Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract for Sale and the Buyer's Agreement by the words "you" and "your".
- "Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).
- **"Buyer's Premium"** the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.
- "Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.
- "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
  "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue 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  ${\it Lot}$  to retain possession of it.
- "risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
- "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong
- "tort": a legal wrong done to someone to whom the 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-
  - 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;
  - 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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