

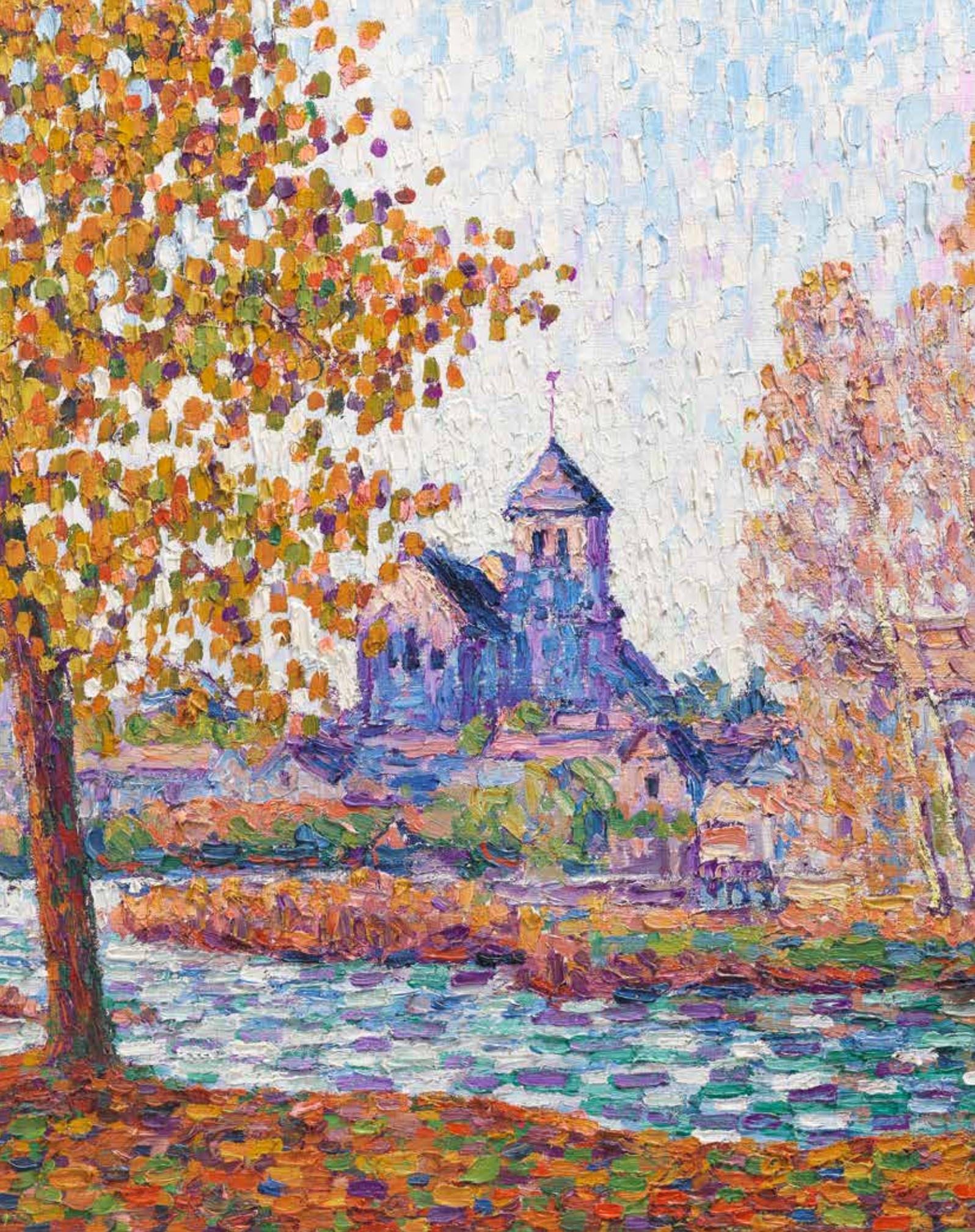
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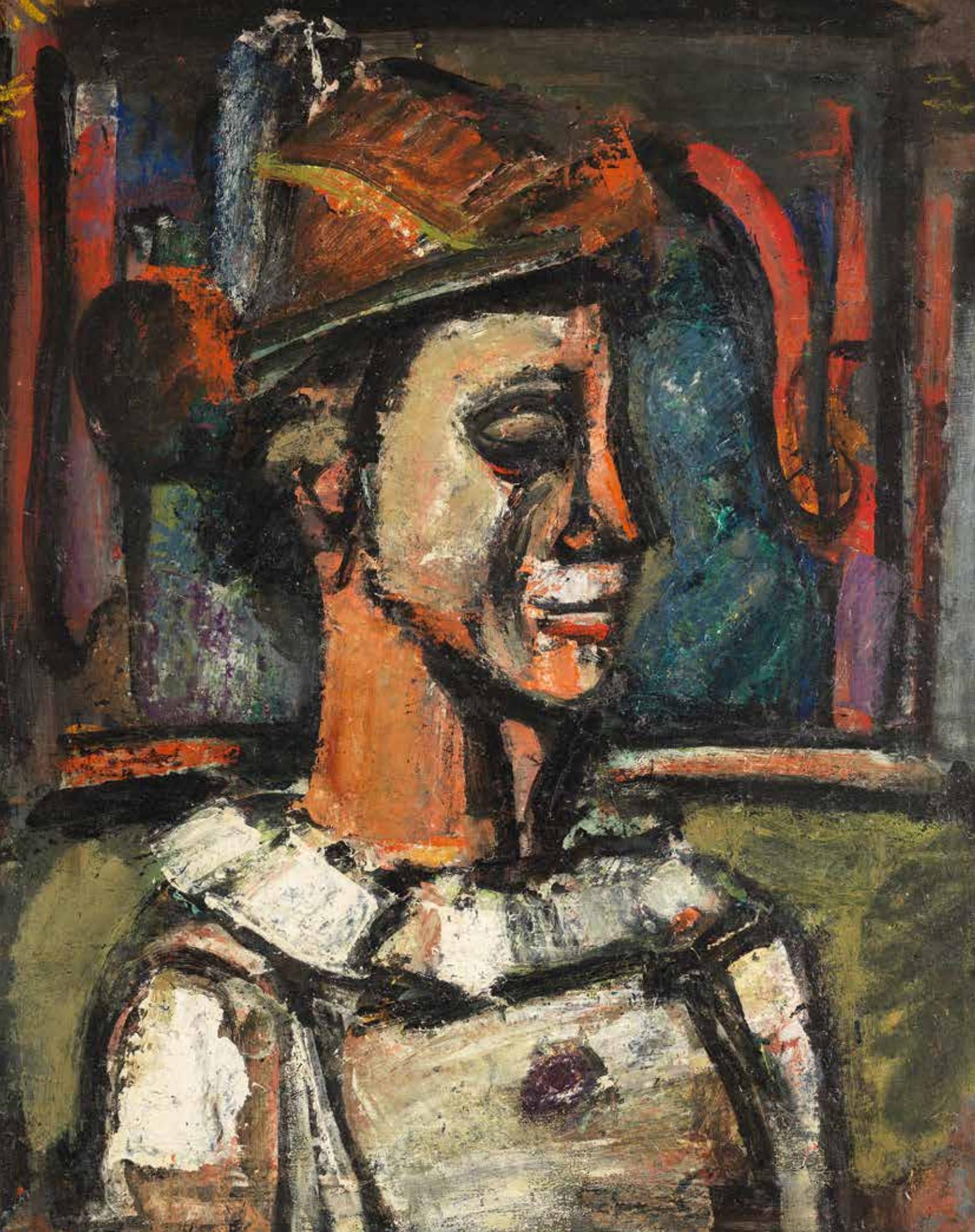
Impressionist & Modern Art

New Bond Street, London | 11 October 2018











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1

HENRI MARTIN (1860-1943)

Barques à Collioure

signed 'Henri Martin' (lower right)

oil on panel

26.5 x 35cm (10 7/16 x 13 3/4in).

Painted circa 1925

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

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

Provenance

Private collection, France.

Private collection, Belgium (acquired from the above).



PROPERTY FROM A PRIVATE UK COLLECTION

2

HENRI MARTIN (1860-1943)

L'église de Labastide du Vert
signed 'Henri Martin.' (lower right)
oil on canvas
107.7 x 79cm (42 3/8 x 31 1/8in).

£70,000 - 100,000
€78,000 - 110,000
US\$90,000 - 130,000

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

Provenance

Private collection, Dublin (acquired in London circa 1920s - 1930s).
Thence by descent to the present owners.

Exhibited

Dublin, Friends of the National Collections of Ireland, *Modern Continental Paintings*, August 1944, no. 90 (titled 'Le village de St. Denis').

Literature

'French Painters' Work Exhibited', in *Times Pictorial: The Weekly Irish Times*, 12 August 1944 (illustrated; titled 'Le village de St. Denis').



Henri Martin's *L'église de Labastide du Vert* illustrated on the cover of the *Times Pictorial*, 12th August 1944.

Capturing the church and neighbouring bridge over the river Vert, the present work was painted in Labastide-du-Vert, a small village which was to provide the inspiration for many of Henri Martin's most notable compositions. The artist's purchase in 1900 of the large 17th century farmhouse of Marquayrol, perched above the valley, ushered in a change in his painting style and focus to date. Retreating from busy Parisian life each summer, Martin quickly moved away from his earlier classical influences and mythological scenes, seeking instead to capture the ever-shifting light and colours of the countryside:

'My preoccupation with rendering atmospheric effects increased... after three months in the country, face to face with nature. Trying to capture its diverse effects, I was compelled to paint it differently. The natural light, now brilliant, then diffuse, which softened the contours of figures and landscape, powerfully obliged me to translate it any way I could, but other than using a loaded brush—through *pointillé* and the

breaking up of tone' (Henri Martin quoted in *Eden Close at Hand: The Paintings of Henri Martin*, exh. cat., Beverly Hills, 2005, p. 26).

The Post-Impressionist Pointillist style with which we most associate Martin was inspired by his new surroundings. In *L'église de Labastide du Vert* bold strokes of thickly applied pure pigment jostle for space, creating a dense, shimmering surface which glows and resonates with the light of Southern France. The expressive paint surface animates the architectural view which yet retains its classical structure and integrity, perhaps looking back to the artist's tour of Italy as a student. The joyous lemon hues, mints and fern greens which capture the lush summer foliage are characteristic of the artist's vibrant palette, as admired by his son Jacques Martin-Ferrières: 'If I look at a fragment of Henri Martin's canvas... I immediately recognise it... [his] palette is an enchantment' (J. Martin-Ferrières, *Henri Martin*, Paris, 1967, p. 42).



PROPERTY OF AN ENGLISH GENTLEMAN

3

HENRI LE SIDANER (1862-1939)

L'église, Dolceacqua
signed 'Le Sidaner' (lower left)
oil on canvas laid down on panel
26.1 x 23.4cm (10 1/4 x 9 3/16in).
Painted in 1911

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

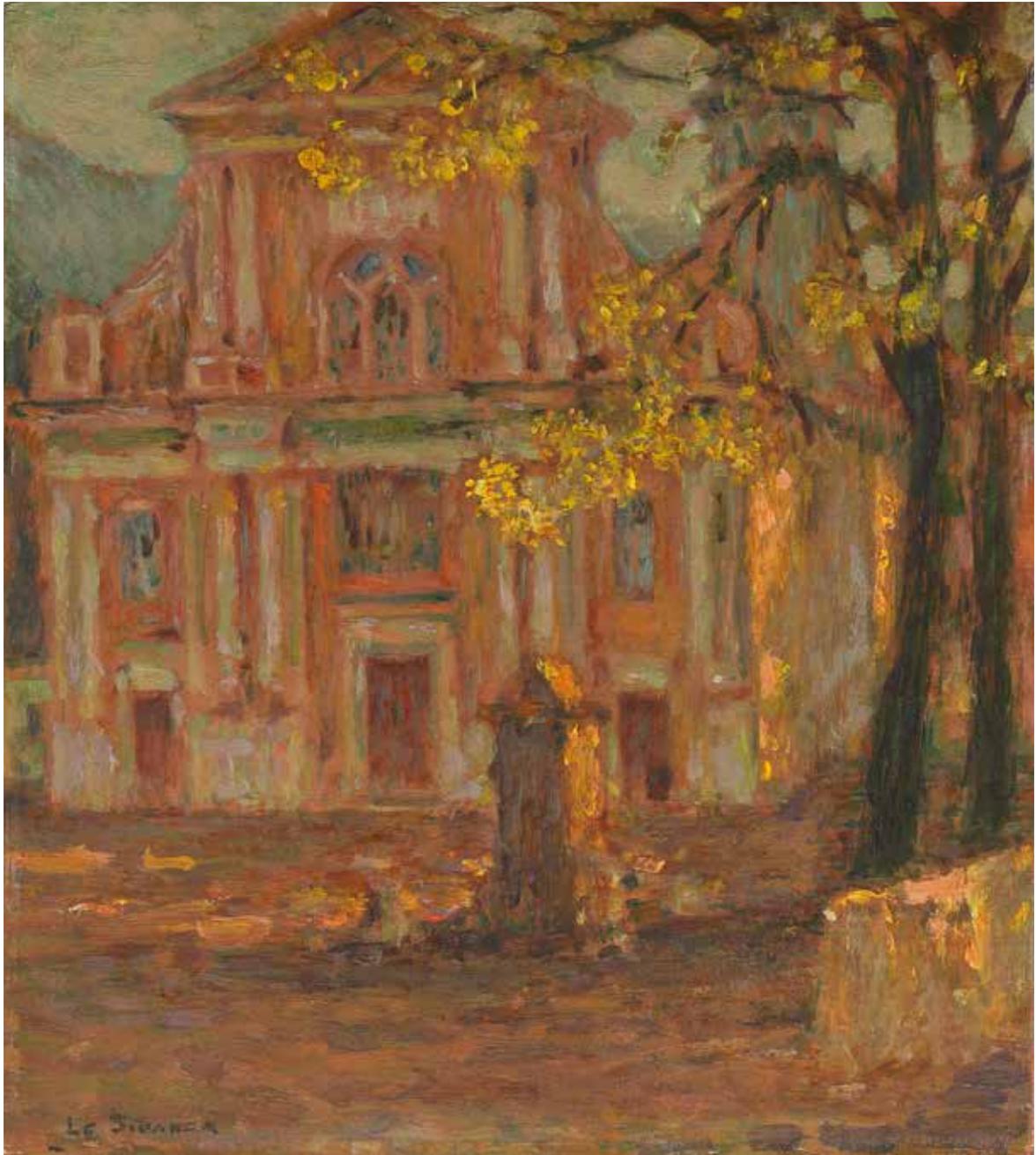
Browse & Darby, London.
Private collection, UK (acquired from the above in July 1986).

Exhibited

London, Roland, Browse & Delbanco, *Henri Le Sidaner*;
Lui Shou Kwan, February - March 1964, no. 62.
London, Roland, Browse & Delbanco, *Small paintings by*
H. Le Sidaner; Drawings by Sickert; Flowers by Pernath,
29 May - 28 June 1969, no. 35.

Literature

Y. Farinaux-Le Sidaner, *Le Sidaner l'oeuvre peint et gravé*,
Paris, 1989, no. 1009 (illustrated p. 335).



4

EUGÈNE BOUDIN (1824-1898)

Foire à Plougastel

stamped with the artist's initials 'E.B.' (lower right)
and inscribed 'Foire à Plougastel' (lower left)

watercolour and pencil on paper

21.1 x 26.5cm (8 5/16 x 10 7/16in).

Executed between 1867 - 1872

£5,000 - 7,000

€5,600 - 7,800

US\$6,400 - 9,000

The authenticity of this work has kindly been confirmed by Monsieur Manuel Schmit. This work will be included in the forthcoming Eugène Boudin *catalogue raisonné des oeuvres sur papier*, currently being prepared.

Provenance

Galerie Allard, Paris.

Private collection, Geneva (acquired from the above).

Thence by descent to the present owners.



PROPERTY OF A PRIVATE BRITISH COLLECTOR

5

EUGÈNE BOUDIN (1824-1898)

Trouville, scène de plage

signed 'E. Boudin' (lower right), inscribed and dated

'85 Trouville' (lower left)

oil on panel

14 x 26.6cm (5 1/2 x 10 1/2in).

Painted in Trouville in 1885

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 190,000

Provenance

Alfred Lindon Collection, Paris.

Thence by descent to the previous owner; their sale, Christie's, Paris, 23 May 2007, lot 99.

Acquired at the above sale by the present owner.

Exhibited

Paris, Galerie Raphaël Gérard, *Rétrospective Eugène Boudin*, 9 - 13 April 1937.

Literature

R. Schmit, *Eugène Boudin 1824-1898*, Vol. II, Paris, 1973, no. 1933 (illustrated p. 240).



The beach at bathing time, Trouville, France, c. 1890-1900.

Born in Honfleur and having spent his teenage years in Le Havre, Boudin chose to return to the familiar coastline of Normandy in his most recognisable paintings. The artist first visited the fashionable seaside resort of Trouville in the early 1860s and would return every year thereafter. Coming from a maritime background, Boudin perhaps surprisingly focuses the viewer's eye not solely on the sea views from Deauville and Trouville but rather the clusters of figures who gathered on the promenades and beaches.

Attired in crisp crinolines and formal top hats, the wealthy tourists of Boudin's compositions illustrate the newly moneyed bourgeoisie who flocked to the coast from Paris following the opening of Trouville railway station in 1863. In *Trouville, scène de plage* we see women stiffly seated on upright chairs rather than strolling on the sand or paddling at the water's edge. This somewhat formal arrangement of smartly-dressed city dwellers appears at odds with their environs and this dissonance is echoed in Boudin's palette: the artist allows the soft grey-blue sky to merge hazily into the sea, creating a contrasting backdrop to the figures at the centre of the work who are depicted in strong blacks, blues and reds, punctuated by the yellows of their bonnets.

As the son of a mariner the artist knew the sea and its rapidly changing moods well, and a sense of mutability is captured in the present work with his tactile leaden sky. Movement is implied by his lively brushwork which allows the sky and sea not to lie in flat horizontal strokes but rather curve around the figures and their

parasols. Similarly, the beach is constructed with short, swiftly applied brushstrokes. No individual features can be discerned but rather a fleeting impression is captured.

Painted in 1885, *Trouville, scène de plage* shows the growing influence of Impressionism on Boudin's work in the freer, fresher brushwork when compared to his early more detailed scenes. A strong advocate of working *in situ*, Boudin believed 'everything that is painted directly on the spot has always a strength, a power, a vividness of touch that one doesn't find again in the studio' (Eugène Boudin quoted in J. Rewald, *The History of Impressionism*, London, 1973, p. 38).

Regarded as a forerunner to the Impressionist movement, it was Boudin who first introduced Monet to painting *en plein air* and is also said to have encouraged Monet's initial move from caricature to landscape painting. The two men first met at the framing shop in Le Havre where Boudin worked in the late 1850s, and remained lifelong friends. Monet happily acknowledged the older artist's formative influence on him and ascribed to him his artistic education.

The small scale of the panel Boudin uses for the present work enabled his quick summary of the scene, which translates into fluid rapid brushwork. His early paintings of Trouville were on larger scale canvases, worked up from smaller studies on panels which were easier to control in the sea breeze. By the 1880s when the present work was painted, Boudin was using this support for all of his beach scenes.



PROPERTY FROM A PRIVATE FAMILY COLLECTION

6

ARISTIDE MAILLOL (1861-1944)

Baigneuse debout se coiffant

signed with the artist's monogram (on the base)

bronze with brown patina

25.6 cm high.

Conceived *circa* 1898, this version cast *circa* 1920 – 1925 by Ambroise Vollard.

£35,000 - 55,000

Provenance

Sir Herbert Read Collection, UK.

John Read & Louise Cotes Read Collection, UK

(by descent from the above).

Private collection, UK & France (by descent from the above).

Literature

W. George, *Aristide Maillol et l'âme de la sculpture*, Neuchâtel, 1977

(plaster version illustrated p. 129)

G. Genge, *Artefakt Fetisch, Skulptur, Aristide Maillol und die*

Beschreibung des Fremden in der Moderne, Munich, 2009,

no. 60 (another cast illustrated p. 171).



PROPERTY OF AN IMPORTANT PRIVATE COLLECTOR

7 * AR

PABLO PICASSO (1881-1973)

Têtes de profil (recto); *Scène de cirque* (verso)
signed 'Picasso' (upper right), inscribed and dated '1.7.67. III'
(upper left); inscribed and dated '1.7.67. II' (verso)
brown wax crayon on paper (recto); brown wax crayon and
pencil on paper (verso)
37.3 x 20.2cm (14 11/16 x 7 15/16in).
Executed on 1 July 1967

£50,000 - 70,000

€56,000 - 78,000

US\$64,000 - 90,000

Provenance

Alexander Iolas Collection, Paris.
Acquired from the above by the present owner.

Exhibited

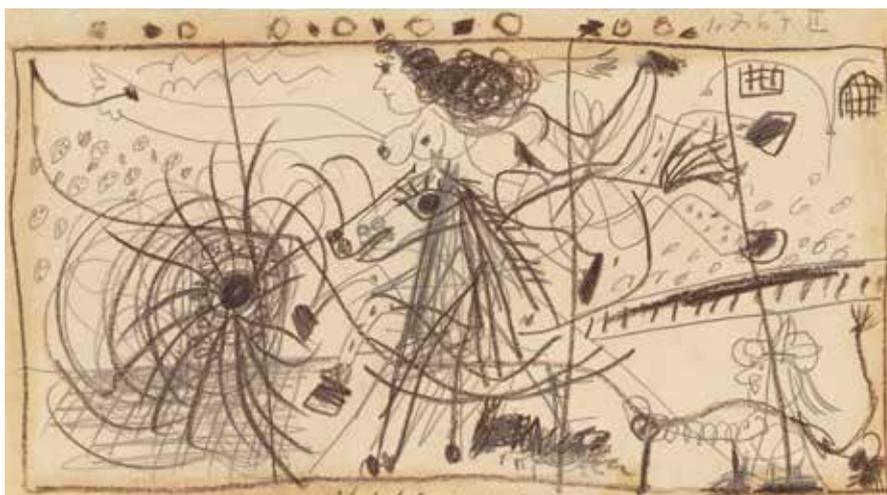
London, The Waddington Galleries, *Picasso Drawings*,
10 February - 7 March 1970, nos. 13 & 13A.

Literature

C. Zervos, *Pablo Picasso*, Vol. XXVII, *Oeuvres de 1967 et 1968*,
Paris, 1973, no. 30 (recto) & no. 32 (verso) (illustrated p. 10).



recto



verso

PROPERTY OF A PRIVATE FRENCH COLLECTOR

8 AR

JOAN MIRÓ (1893-1983)

Cinq compositions

a)

inscribed 'Mon cher Ralph;' (lower centre) and dated '15 XI 70.' (upper right)

coloured wax crayon and ballpoint pen on the artist's stationary paper

29.4 x 20.8cm (11 9/16 x 11 9/16in)

Executed on 15 November 1970

b)

inscribed 'En retrant de Zurich je trouve la lettre de Georgia m'annoçant votre anniversaire c'est avec retard,' (lower centre)

coloured wax crayon and ballpoint pen on the artist's stationary paper

29.4 x 20.8cm (11 9/16 x 11 9/16in)

Executed on 15 November 1970

c)

inscribed 'Hélas, que Pilar et moi vous envoyons nos meilleurs voeux de santé et Bonheur' (lower centre)

coloured wax crayon and ballpoint pen on the artist's stationary paper

29.4 x 20.8cm (11 9/16 x 11 9/16in)

Executed on 15 November 1970

d)

inscribed 'Pour vous et Georgia' (centre)

coloured wax crayon and ballpoint pen on the artist's stationary paper

29.4 x 20.8cm (11 9/16 x 11 9/16in)

Executed on 15 November 1970

e)

signed 'Miró' (lower centre) and inscribed 'Toute notre affection' (upper centre)

coloured wax crayon and ballpoint pen on the artist's stationary paper

29.4 x 20.8cm (11 9/16 x 11 9/16in)

Executed on 15 November 1970

£30,000 - 50,000

€33,000 - 56,000

US\$39,000 - 64,000

Please note that these works will be presented at the committee of ADOM on 20 September 2018.

Provenance

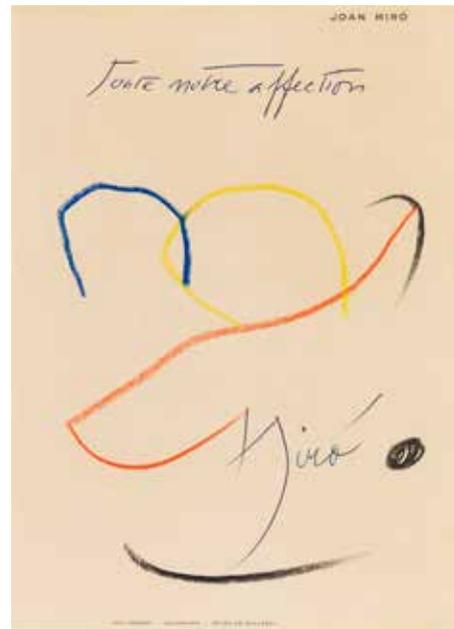
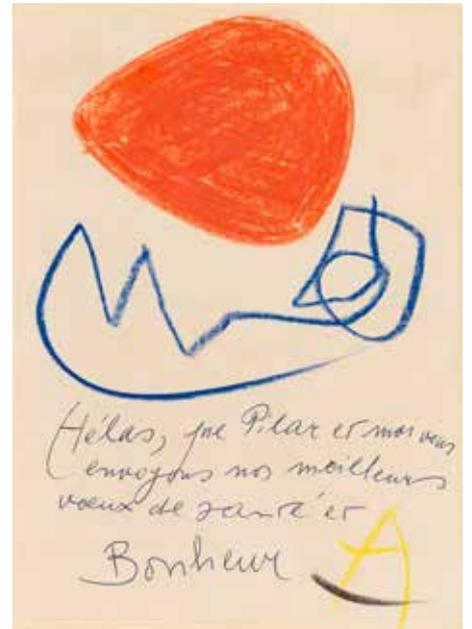
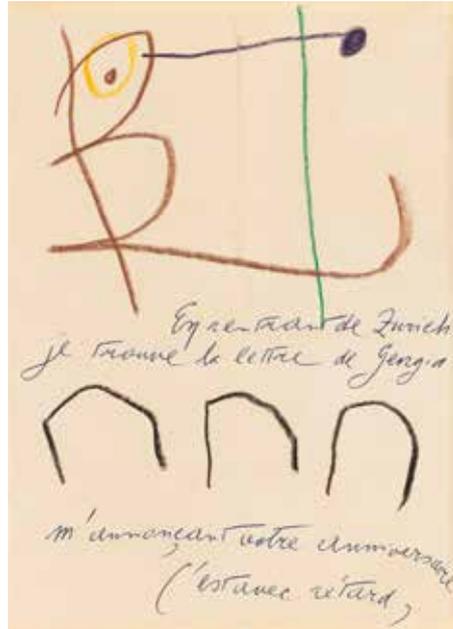
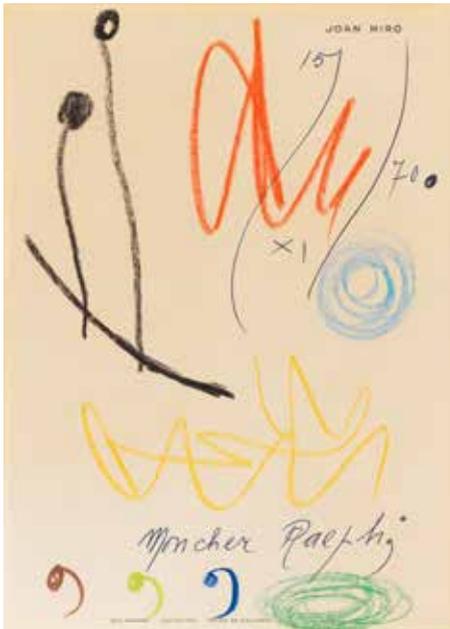
Mr. & Mrs. Ralph F. Colin Collection, New York (a gift from the artist on 15 November 1970); their sale, Christie's, New York, 10 May 1995, lot 75.

Anon. sale, Christie's, South Kensington, 24 June 1996, lot 208. Acquired at the above sale by the present owner.

This work is an illustrated letter to Ralph and Georgia Colin by Miró in November 1970.

Ralph Colin was a prominent New York lawyer who founded the Art Dealers Association of America. During the late 1940s and 1950s the Colin's amassed an exceptional collection of 20th Century Art and, thanks to Ralph Colin's position in the Art Dealers Association, they were able to select the very best pieces from every major dealer's offering. Amongst the many works by Miró in the Colin's collection was also *The Poetess*, from the well-known *Constellations* series, painted between 1939 and 1941 – a major work by the artist which was included in the Museum of Modern Art's 1993 Miró retrospective.

Cinq compositions is a touching and personal insight into Miró's relationship with friends and patrons, as well as testimony to the extraordinary creative spirit which guided every aspect of his life.



PROPERTY FROM A DISTINGUISHED LONDON COLLECTION

g AR

JOAN MIRÓ (1893-1983)

Femme, étoile

signed 'Miro' (centre right); inscribed and dated '8/II/78.

Femme, étoile' (verso)

oil on canvas

34.8 x 22cm (13 11/16 x 8 11/16in).

Painted on 8 February 1978

£180,000 - 220,000

€200,000 - 240,000

US\$230,000 - 280,000

Provenance

Pierre Matisse Gallery, New York, no. 3081.

Acquavella Modern Art, Reno, Nevada, no. 676.

Galerie Larock-Granoff, Paris.

Galleria Torbandena, Trieste.

Galleria Tega, Milan.

Private collection, Switzerland; their sale, Bonhams, London,

2 February 2014, lot 27.

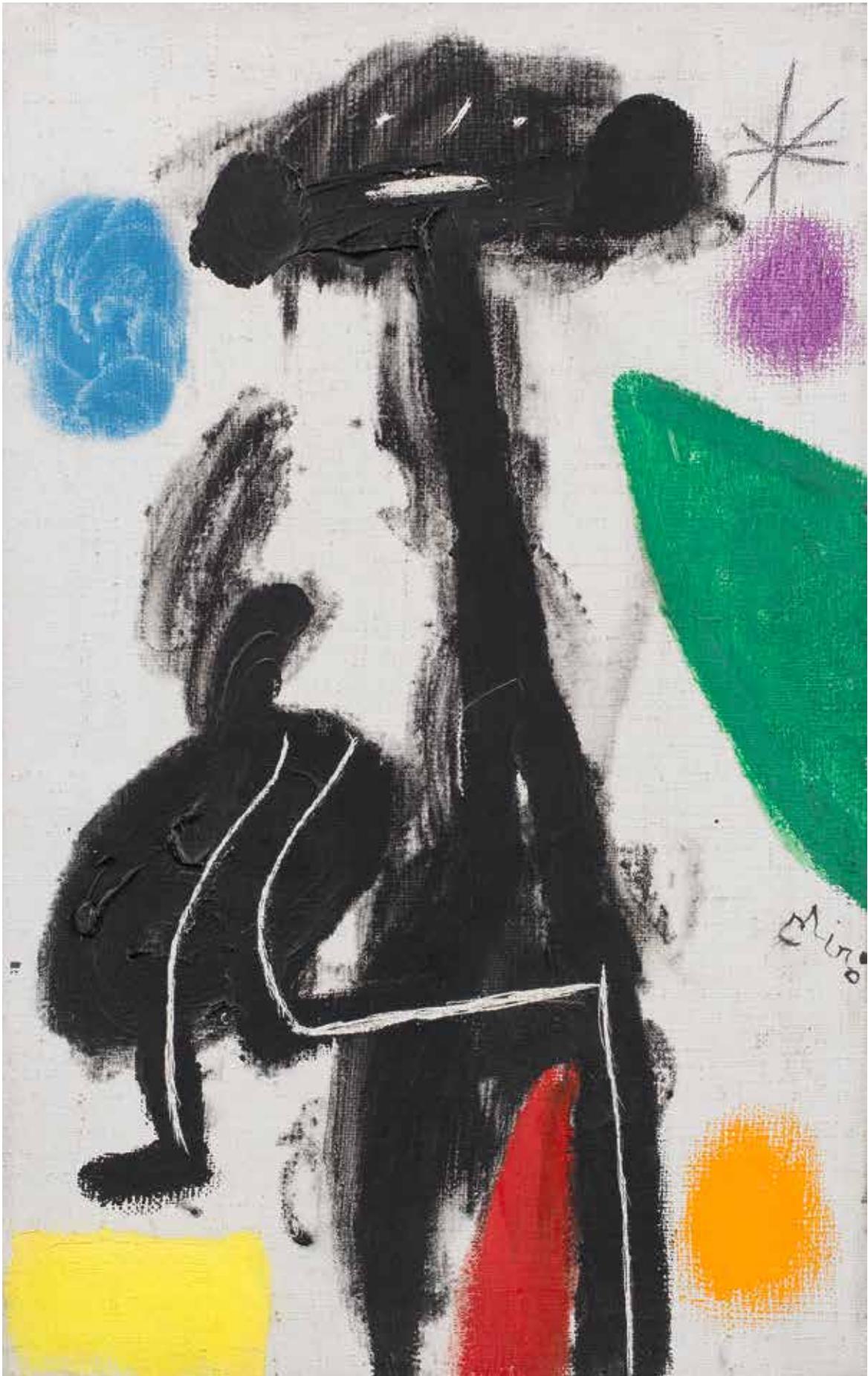
Acquired at the above sale by the present owner.

Literature

J. Dupin & A. Lelong-Mainaud, *Joan Miró, Catalogue raisonné,*

Paintings, Vol. VI, 1976 - 1981, Paris, 2004, no. 1874

(illustrated p. 120).



JOAN MIRÓ

Femme, étoile



Joan Miró in his studio, c. 1970s.

Painted in 1978, this would be the final year of Miró's hitherto prolific work in this medium – from 1974 the artist completed over two hundred paintings on canvas, on both small and larger scales, leaving yet another sixty canvases unfinished and unsigned. This departure from painting on canvas was to mark the close of an immensely fecund and pioneering period in the work of Miró on this support, where from the early 1960s his appreciation of American Abstract Expressionism had provoked a new creative impetus which was to inform the rest of his career.

Inspired by the instinctive and gestural style of painting being enacted by the likes of Jackson Pollock, Franz Kline and Robert Motherwell, Miró perceived a new way for his painting which released him from the traditional canon. American painting he confessed had 'showed me a direction I wanted to take but which up to then had remained at the stage of unfulfilled desire. When I saw these paintings, I said to myself, 'you can do it, too: go to it, you see it is O.K.!' You must remember that I grew up in the school of Paris. That it was hard to break away from' (Joan Miró quoted in interview with Margit Rowell, 1970, in M. Rowell, (ed.), *Joan Miró: Selected Writings and Interviews*, Boston, 1986, p. 219).

Femme, étoile, expresses the raw, unfettered energy of Miró's works from the 1970s and acts in direct contrast to the carefully placed lines and compositions of the 1940s and 50s. The powerful juxtaposition of black against white pigment in *Femme, étoile* calls to mind the expressive strokes and palette of Kline or Motherwell, while the spontaneously applied notes of pure colour introduce a rhythm which galvanises the composition as a whole as the eye darts from one hue to another. There is a sense of vitality and spontaneity of expression which pervades the work. This is conveyed as much as by the convergence of expressive line and colour, as by the style of execution which reveals the impulsive energy which brought it into being.

Although painted entirely in oil, Miró achieves a vast range of textural effects. Working quickly into the wet black paint with a sharp instrument, we see the way in which Miró scores out the suggestion of limbs or facial features. Meanwhile, he employs differing techniques to render the fuzzy-edged circles of ochre and plum or the carefully contained segments of green, vermillion and yellow. Miró explores the expressive possibilities of the media working from moment to moment to adjust the content of his composition to the accidents and opportunities of his hand and material. He states, 'For me, the essential things are the

'For me, the essential things are the artistic and poetic occurrences, the associations of forms and ideas: a form gives me an idea, this idea evokes another form, and everything culminates in figures, animals, and things I had no way of foreseeing in advance'

- Joan Miró

artistic and poetic occurrences, the associations of forms and ideas: a form gives me an idea, this idea evokes another form, and everything culminates in figures, animals, and things I had no way of foreseeing in advance' (Joan Miró quoted in interview with Yvon Taillandier, 1974, in M. Rowell, (ed.), *op. cit.*, Boston, 1986, p. 284).

Despite the directness of its title and appearance of the star to the upper left of the canvas, the figurative element of *Femme, étoile* is not immediately discernable amid its confluence of shape and line. The expressive black and scored-out contours of the central form perpetually elude pictorial decipherment. They hang simultaneously between figuration and abstraction, in one instant revealing a distilled, purified sign of the human form, and in the next dissembling into incidental gesture. There is a tension which propels and undergirds the work in the space between accident and intent, possibility and being: 'When we do spot a bird or a woman, the result is no longer a use of fantastical, graceful or sensual possibilities for our enjoyment, but the stark presence of the figure, its energy is liberated by the suspension of form and delayed realisation of its will to exist' (J. Dupin, *Miró*, Paris, 1993, p. 303).

Women and stars is a theme to which Miró returned time and again throughout his career. The coupled motif was first referenced in the pivotal *Constellations* series of 1941 from which the tripartite motif of woman-bird-star became a staple of Miró's pictorial vocabulary. In Miró's personal mythology the female comes to signify the earth and fertility, while the star acts as its counterpoint denoting the aerial and celestial element. In *Chiffres et constellations amoureux d'une femme* from the 1941 *Constellations* series we are able to clearly locate the repeated star motif as well as to detect the deconstructed body of the female scattered and integrated within the composition. Here,



Joan Miró (1893-1983), *Chiffres et constellations amoureux d'une femme*, 1941, The Art Institute of Chicago, USA.

Miró's use of symbol is employed in a more literal and contextual way. *Femme, étoile* by contrast, despite returning to the smaller, more intimate format of the *Constellations* series, defies any predefined symbolic concepts through its resistance to reveal clear pictorial signs.

While the means become more sparing and the semiotic framework more fluid, the late paintings are undeniably charged with more profound meaning and associations. In these works, and as seen in *Femme, étoile*, there is a paring down and purifying of gesture which creates a new space for the viewer to develop their own interpretative imagination and free associations unrestrained by the artist's predefined signs and symbolic meanings: 'By limiting myself to a few spare lines, I tried to give the gesture a quality so individual that it becomes almost anonymous – like a universal act. [I wanted] to suppress all hierarchies in the world of objects and signs' (Joan Miró quoted in interview with Denys Chevalier, November 1962, in M. Rowell, (ed.), *op. cit.*, 1986, p. 270).

10^{AR}

AFTER FERNAND LÉGER

La fleur qui marche

signed with the artist's initials 'F.L.' (to the rear foot)

glazed ceramic

56.5cm high. (22 1/4in high.)

Conceived in 1952 and executed in an edition of 8 by
Les Ateliers Brice

£25,000 - 30,000

€28,000 - 33,000

US\$32,000 - 39,000

Provenance

Roland Brice Collection, France.

Thence by descent; their sale, Drouot-Richelieu,

31 May 2017, lot 156.

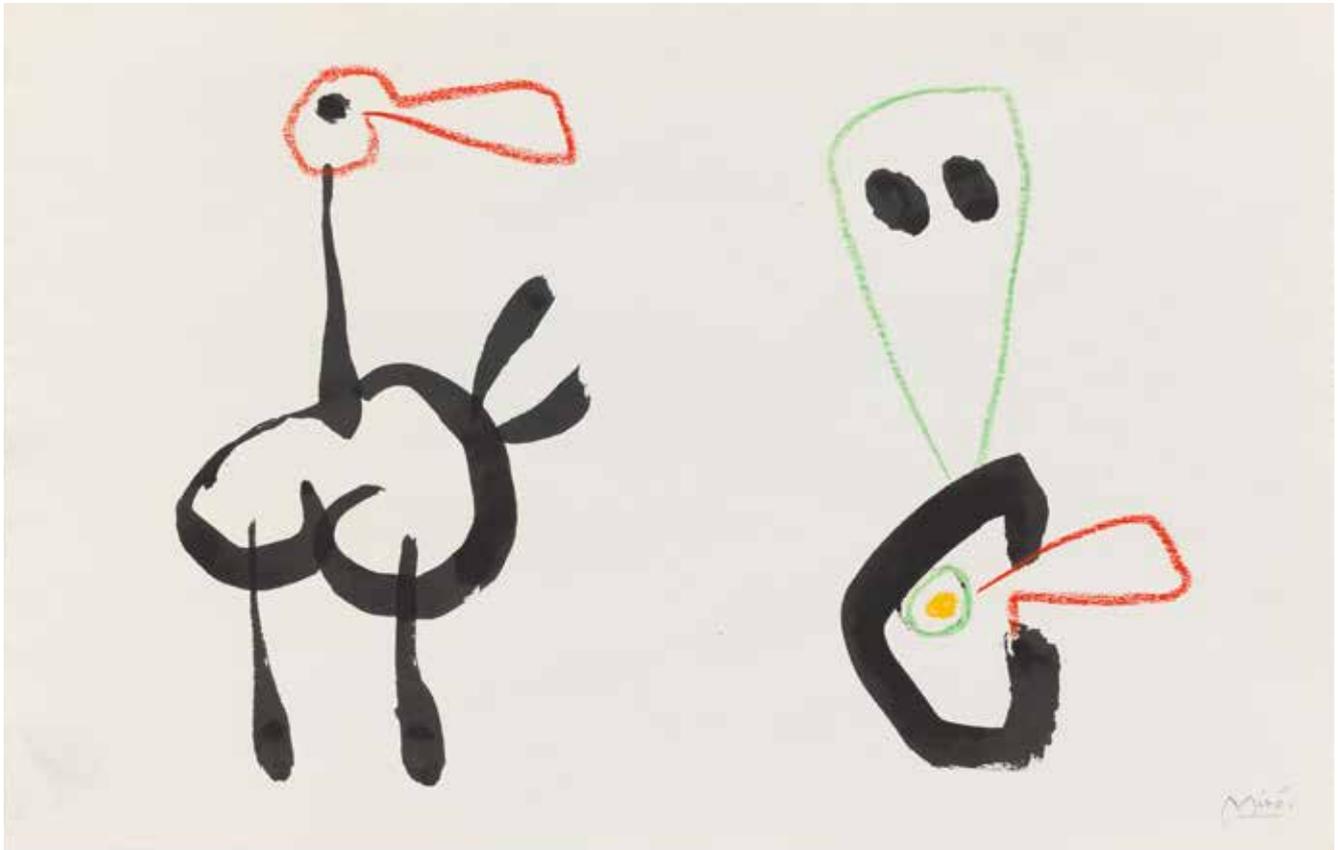
Private collection, Brussels (acquired at the above sale).

Literature

Exh. cat., *Fernand Léger, la céramique*, Biot, 2000

(another version illustrated p. 35).





PROPERTY FROM A PRIVATE GREEK COLLECTION

11 AR

JOAN MIRÓ (1893-1983)

Sans titre. Projet pour 'Ubu Roi'
signed 'Miró.' (lower right) and with traces of
an erased inscription (lower left)
pastel, brush, India ink and wash on paper
32.2 x 50.3cm (12 11/16 x 19 13/16in).
Executed circa 1953

£25,000 - 35,000

€28,000 - 39,000

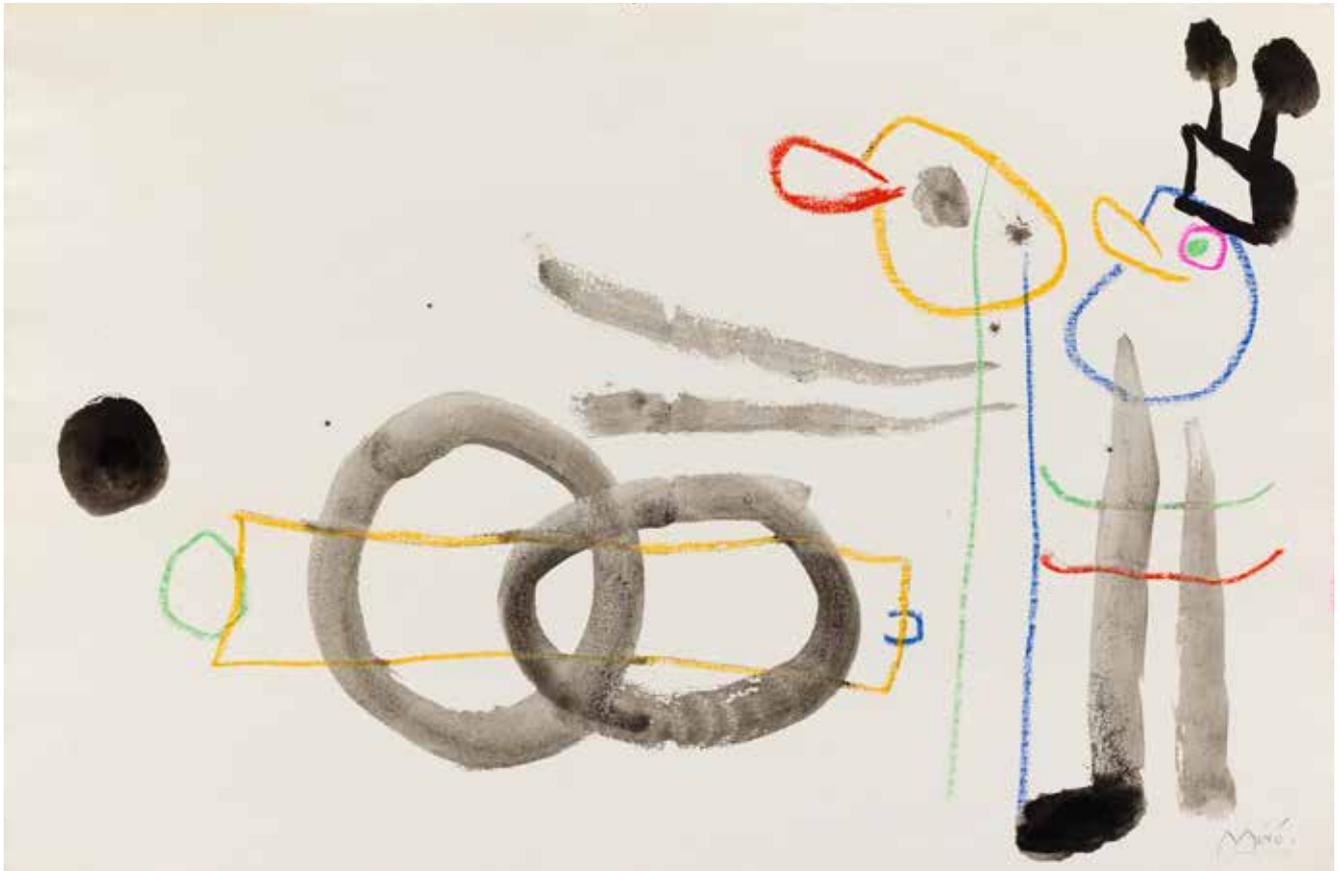
US\$32,000 - 45,000

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

Provenance

Tériade Collection, Paris.

Private collection, Greece (by descent from the above).



PROPERTY FROM A PRIVATE GREEK COLLECTION

12^{AR}

JOAN MIRÓ (1893-1983)

Sans titre. Projet pour 'Ubu Roi'
signed 'Miró.' (lower right) and with traces of
an erased inscription (lower left)
pastel, brush, India ink and wash on paper
32.5 x 49.9cm (12 13/16 x 19 5/8in).
Executed circa 1953

£25,000 - 35,000

€28,000 - 39,000

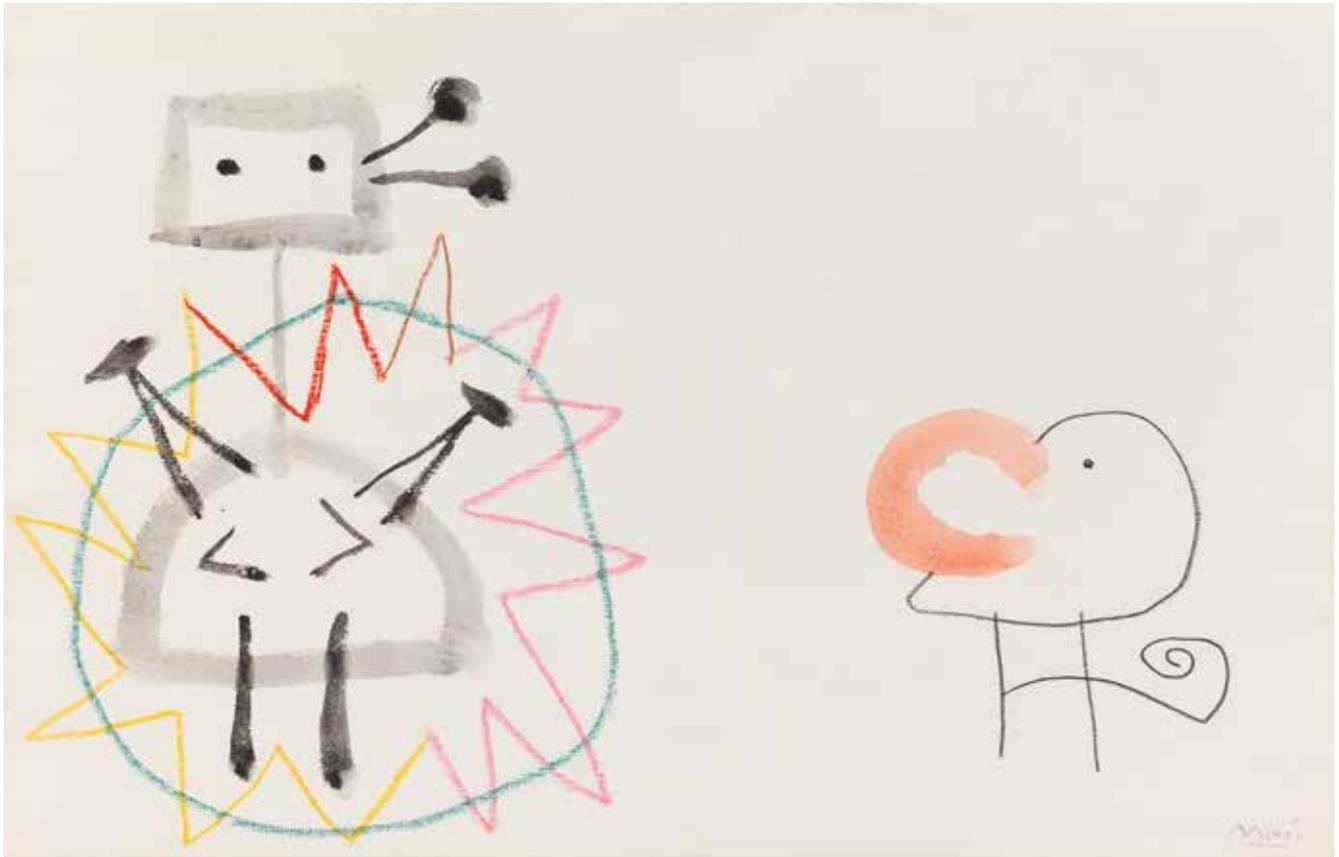
US\$32,000 - 45,000

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

Provenance

Tériade Collection, Paris.

Private collection, Greece (by descent from the above).



PROPERTY FROM A PRIVATE GREEK COLLECTION

13^{AR}

JOAN MIRÓ (1893-1983)

Sans titre. Projet pour 'Ubu Roi'

signed 'Miró.' (lower right) and with traces of an erased inscription (lower left)

watercolour, pastel, black crayon, brush, India ink and wash on paper

32.2 x 50.4cm (12 11/16 x 19 13/16in).

Executed circa 1953

£25,000 - 35,000

€28,000 - 39,000

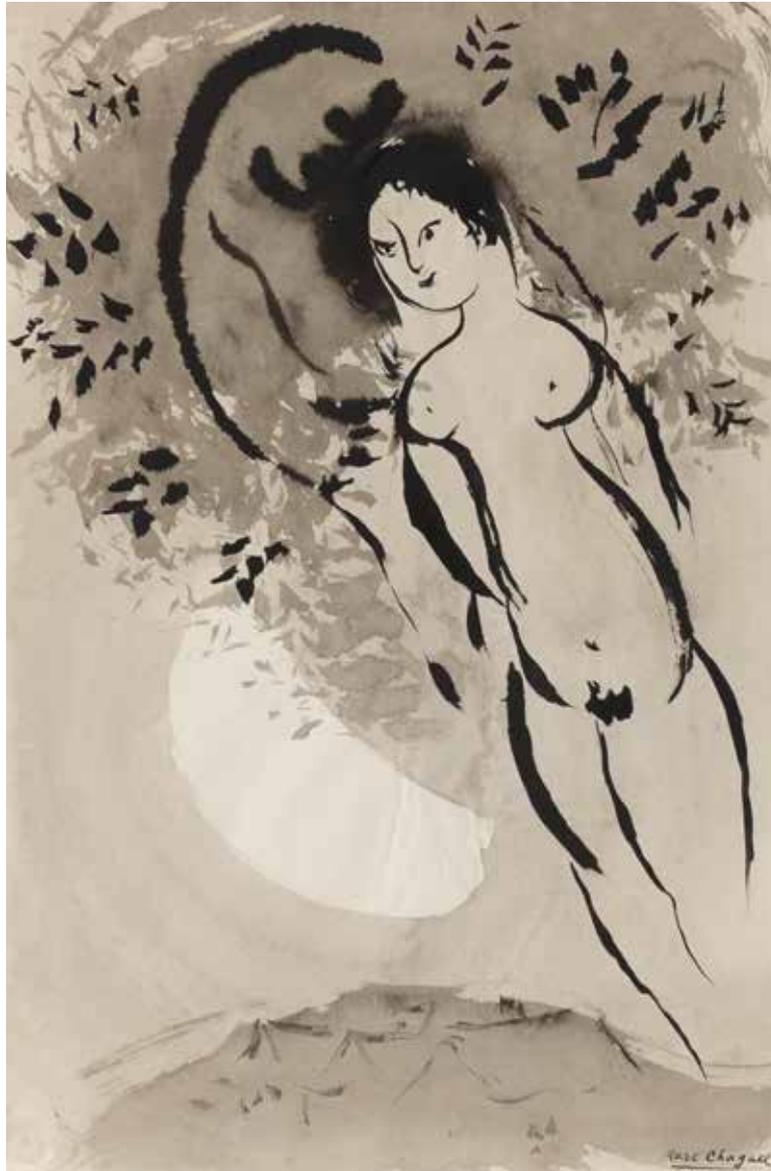
US\$32,000 - 45,000

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

Provenance

Tériade Collection, Paris.

Private collection, Greece (by descent from the above).



PROPERTY FROM A PRIVATE GREEK COLLECTION

14 AR

MARC CHAGALL (1887-1985)

Nu au croissant de lune

signed 'Marc Chagall' (lower right) and
inscribed 'Fini Teriade' (verso)

brush, India ink and wash on laid paper

47.6 x 31.5cm (18 3/4 x 12 3/8in).

Executed circa 1950

£18,000 - 25,000

€20,000 - 28,000

US\$23,000 - 32,000

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

Provenance

Tériade Collection, Paris.

Private collection, Greece (by descent from the above).

PROPERTY OF AN OVERSEAS PRIVATE COLLECTOR

15 ^{AR}

MARC CHAGALL (1887-1985)

Les amoureux à l'âne bleu

signed 'marc chagall' (lower left)

gouache, brush, India ink and pencil on paper

27 x 21cm (10 5/8 x 8 1/4in).

£80,000 - 120,000

€89,000 - 130,000

US\$100,000 - 150,000

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

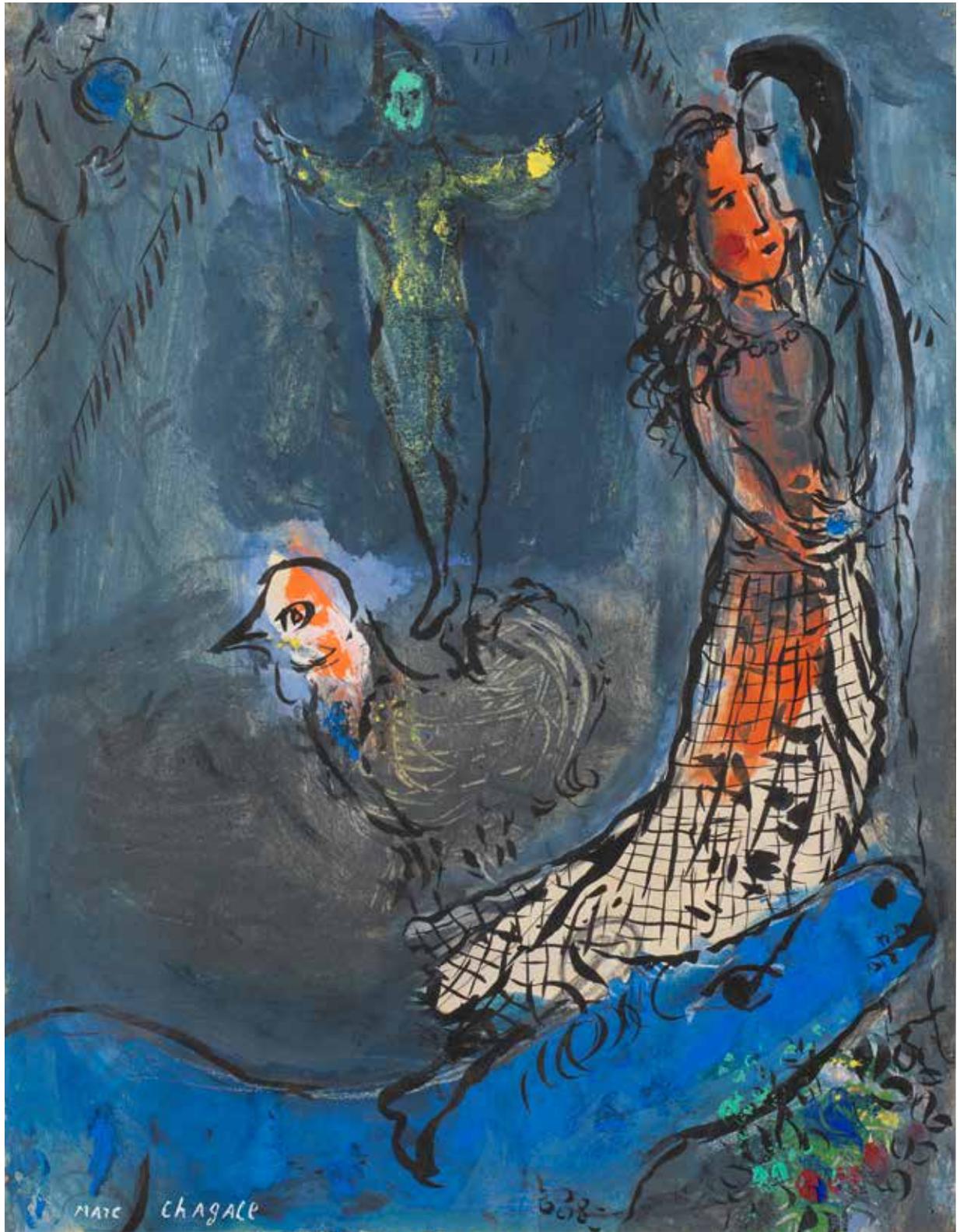
Provenance

Galerie Rosengart, Lucerne, no. 2989 (acquired directly from the artist in October 1959).

H. Milchsack Esq. Collection, Dusseldorf (acquired from the above in March 1960).

Anon. sale, Christie's, London, 22 March 1983, lot 133.

Acquired at the above sale by the present owner.



16 * AR

MARC CHAGALL (1887-1985)

Scène de cirque

pen, brush, ink, wash, pastel and coloured crayon on paper

76 x 57cm (29 15/16 x 22 7/16in).

Executed in 1978

£180,000 - 220,000

€200,000 - 240,000

US\$230,000 - 280,000

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

Provenance

The artist's estate.

Anon. sale, Sotheby's, Tel Aviv, 26 March 1988, lot 12.

Private collection (acquired at the above sale); their sale,

Sotheby's, New York, 5 November 2014, lot 174.

Private collection, Europe.



MARC CHAGALL

Scène de cirque

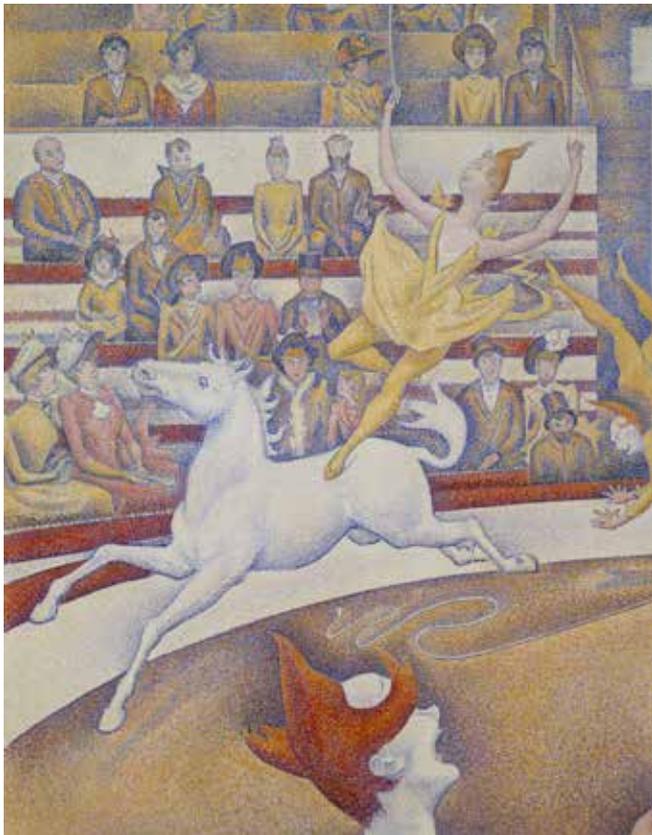
The circus is undoubtedly one of Marc Chagall's most celebrated subjects. Already from a young age, the artist would visit the circus in his Belarusian hometown, Vitebsk. Many years later in 1910, after having moved to Paris, Chagall's fascination with the spectacle would culminate during his visits to the Cirque d'Hiver, where he was frequently seen in Ambroise Vollard's season box, making sketches and drawings of the live performances. At the time, the circus was a popular destination for the *mondaine Parisienne*.

Chagall's time in Paris was crucial for the artist's development, as his practice underwent a radical change. Inspired by the brightly-hued paintings of the Fauves and the revolutionary theoretical approaches of modern movements such as Cubism, he set himself free from the colourless and academic tradition as had been taught in Russia. However, Chagall refused to simply adhere to any single doctrine, and in 1924 he started to create his own unprecedented pictorial universe and visual lexicon. Whilst the Cubists moved away

from representational structures towards a new artistic idea based on abstract geometric principles, Chagall's figurative paintings were replete with poetic and phantasmagorical elements. They referred to cherished memories from his childhood, emerging from his boundless imagination and personal feelings. The subject of the circus provided a plentiful resource and stood as a metaphor for events that took place in his own life.

Chagall was enticed by the circus' theatrical grandeur, its idiosyncratic acts of performance and cheering audience, as he explained: 'it's a magic world, the circus, an age-old game that is danced, and which tears and smiles, the play of the arms and legs take the form of great art. The circus is the performance that seems to me the most tragic. Throughout the centuries, it has been man's most piercing cry in his search for entertainment and joy. It often takes the form of lofty poetry. I seem to see a Don Quixote in search of an ideal, like that marvellous clown who wept and dreamed of love' (Marc Chagall quoted in *Marc Chagall, Le Cirque*, exh. cat., New York, 1981, n.p.).

The circus had long been a favoured subject within the context of French modern painting. Chagall embedded himself into an artistic tradition alongside painters such as Edgar Degas and Georges Seurat, and formed a parallel to his peers Fernand Léger, Kees van Dongen and Georges Rouault. It was his dealer Vollard who encouraged Chagall in the mid-1920s to execute an array of joyous and bold circus-themed illustrations which preceded his critically acclaimed series of La Fontaine's Fables. Chagall would revisit this genre obsessively over the course of the next fifty years. The present work *Scène du cirque* is



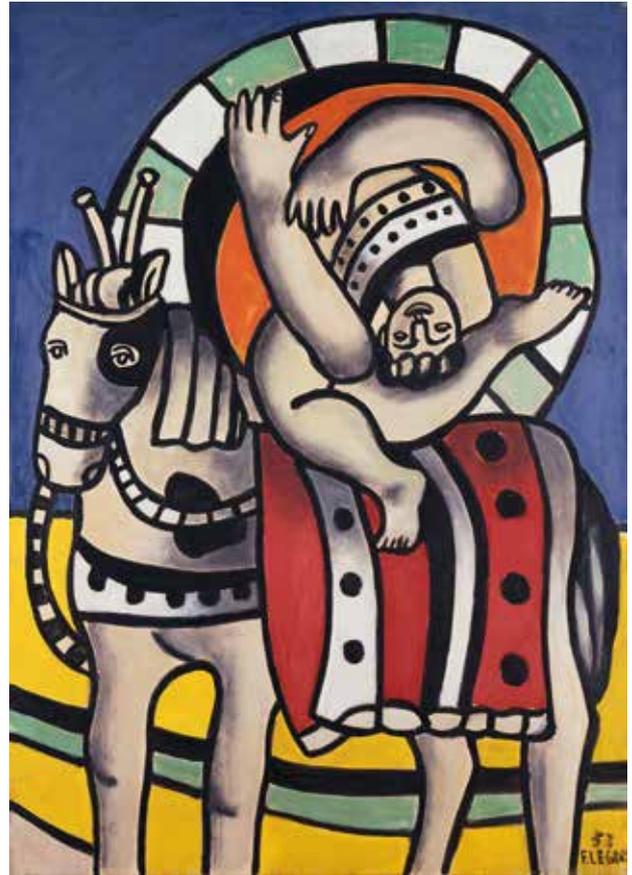
Georges Seurat (1859-1891), *Le cirque*, 1891, Musée d'Orsay, Paris.

'The circus is the performance that seems to me the most tragic. Throughout the centuries, it has been man's most piercing cry in his search for entertainment and joy.'

- Marc Chagall



Marc Chagall (1887-1985), *The Circus Rider*, c.1927, The Art Institute of Chicago, USA.



Fernand Léger (1881-1955), *The Acrobat on a Horse*, 1953, Private Collection.

a later example, executed with a swirling brush and ink technique and subtle hints of bright coloured crayons. The work depicts the different stages of the circus performance, brought together in a whimsical and lively display.

As in many of Chagall's circuses, the horseback rider in *Scène du cirque* forms the primary figure in the composition, surrounded by an exuberant cacophony of musicians, trapeze artists, clowns and acrobats. The spectators are spread behind the performers in the background, aligned in crescent-shaped rows. The horseback rider has the guise of a boyish clown and holds a bouquet of flowers: the flower bouquet being a reoccurring motif in Chagall's work, used often as a symbol for love and the joy of life. In *Scène du cirque* the artist also celebrates his heritage and childhood memories of Vitebsk. Folk

art was of fundamental importance to Chagall and was inherent to the Jewish-Russian culture that he held so dear. The tumbling acrobats in the present work commemorate the tradition of the yearly folklore dance during the Purim feast in Vitebsk, as well as the festivals that were often held there.

Scène du cirque illustrates Chagall's extraordinary artistic vision. With a career that spanned most of the 20th century, he created his own fantastical visual language, as the artist explained: 'for me the picture is a surface covered with representations of things (objects, animals, human beings) in certain order in which logic and illustration have no importance. The visual effect of the composition is what is paramount' (Marc Chagall quoted in S. Compton, *Chagall*, exh. cat., London, 1985, p. 212).

PROPERTY FROM A PRIVATE FRENCH COLLECTION

17^{AR}

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Paysage de Paris, place du Tertre

signed and inscribed in Japanese and signed again 'T. Foujita' (lower left); signed, inscribed and dated '1917 December, In Paris, Montmartre, Foujita Tsuguharu' in Japanese (verso)
oil on canvas

55 x 46.4cm (21 5/8 x 18 1/4in).

Painted in Paris in December 1917

£60,000 - 80,000

€67,000 - 89,000

US\$77,000 - 100,000

Provenance

Galerie Chéron, Paris.

Dr. Ségard Collection, Paris.

Thence by descent to the present owners.

Exhibited

Paris, Musée Maillol, *Foujita, peindre dans les années folles*,
7 March - 15 July 2018, no. 21.

Literature

A. Salmon, 'Foujita', in *Feuillets d'Art*, no. VI, September 1922,
(illustrated pl. 84).

S. Buisson, *Léonard-Tsuguharu Foujita, sa vie, son oeuvre*,
Vol. II, Paris, 2001, no. 18.126 (illustrated p. 173).



LÉONARD TSUGUHARU FOUJITA

Paysage de Paris, place du Tertre

The present work, *Paysage de Paris, place du Tertre*, is part of an array of early cityscapes that Léonard Tsuguharu Foujita painted in the first years after his arrival in Paris. The painting was executed in 1917, which was a sensational year for the artist as he received critical acclaim from the international avant-garde, and his ground-breaking vision, style and technique became embedded in both the Eastern and Western art historical canon.

After having received French education at a private school in Japan, Foujita knew already from a young age he wanted to move to Paris, as he became aware of the artistic climate in Europe and learned about the pioneering movements such as the Impressionists and the Fauves. After graduation his father insisted he should continue his studies at the School of Fine Art in Tokyo for a few more years. In 1913, the twenty-seven-year-old Foujita finally left for Paris with the objective to place himself within the art historical discourse of Modern Art.

Foujita settled in Montparnasse, an area that formed a melting-pot for artists who wished to establish their artistic careers within the avant-garde. On just the second day after Foujita's arrival in Paris, he was invited by the Chilean painter Ortiz de Zarate to visit the studio of Pablo Picasso. Here Foujita absorbed the new surroundings; props such as African tribal masks, musical instruments and other various materials

amidst the great paintings from Picasso's blue, rose and Cubist periods. As Foujita explained: 'As soon as I left Picasso's studio I went home and threw all my paints and artist's materials to the ground. It was only my second day in Paris and already I was trying to forget all the techniques I had learnt in Japan, from how to hold my palette to the way I washed my brushes' (L. T. Foujita quoted in S. Buisson, *Foujita*, Paris, 2007, p. 52).

One further discovery that Foujita made while visiting Picasso's studio was the work of Henri 'Le Douanier' Rousseau: the Spanish artist owned a small number of the naïf master's works, and Foujita was immediately enchanted by the stylistic simplicity, and tonal melancholy, of Rousseau's paintings. The influence of 'Le Douanier' is evident in this early period of Foujita's work in Paris. The crisp outlines of the bare trees, and the solitary figures that inhabit works such as *Paysage de Paris, place du Tertre* are more than reminiscent of works such as Rousseau's *Rue de village*, 1909 – 1910 (Philadelphia Museum of Art).

The following months were filled with euphoria for the artist, as he immersed himself within the Parisian art world, acquainted himself with the different facets of the European avant-garde, participated in the aesthetic debate, and tried to connect these new principles to the fundamentals of Japanese art and techniques he had learnt in Tokyo.



Henri 'Le Douanier' Rousseau (1844-1910), *Rue de village*, 1909-10, Philadelphia Museum of Art, USA.



Diego Rivera (1886-1957), *Portrait of Messieurs Kawashima et Fushita*, 1914, Private Collection.

‘As soon as I left Picasso’s studio I went home and threw all my paints and artist’s materials to the ground. It was only my second day in Paris and already I was trying to forget all the techniques I had learnt in Japan, from how to hold my palette to the way I washed my brushes’

- L. T. Foujita



Dora Kallmus (1881-1963), *Léonard Tsuguharu Foujita*, 1926, Ullstein bild Collection.

Foujita met a fellow Japanese artist Riichiro Kawashima, who became a dear friend in the following years and became a great influence on him. He and Kawashima became inseparable, and always showed up eccentrically dressed to many gatherings organised by the artist community in Montparnasse. Together they formed a social phenomenon, and were admired by many artists such as Diego Rivera, who painted a Cubist double portrait of them dressed in Ancient Greek attire. In this period Foujita started to paint his first scenes of Paris in the style of an oriental landscape: stark, calligraphic and minimalistic.

Even after the outbreak of the First World War, Foujita decided to stay in Europe where he continued to work on his own visual language and improving his technique. After a brief stay in London, the artist returned to Paris in January of 1917. By now Foujita formed a central figure within the avant-garde, and he established close relationships with his peers Amedeo Modigliani, Chaïm Soutine and Guillaume Apollinaire among others. As he remembers: ‘I really liked these poor artists. Those who wanted to follow the path of a painter didn’t give a damn about poverty and weren’t scared of it. In their company I envisaged being able to live as a painter without thinking of return to Japan’ (L. T. Foujita quoted in S. Buisson, *op. cit.*, p. 60).

As a poor artist and with the limited supply of materials he had during wartime, Foujita was only able to buy inexpensive canvases and few pigments, which resulted in landscapes that were painted in colourless tones on a rough unprepared canvas, such as the present work *Paysage de Paris, place du Tertre*. He treated the canvas as Japanese batik, by layering the pigments thinly on top of each other.

Although the black and grey colours give a sombre impression, the execution on the contrary, strongly reminds the viewer of the finesse and expressiveness of Japanese painting and calligraphy.

The year 1917 became a turning point in Foujita’s career, when he married fellow artist Fernande Barrey. It was through Fernande that Foujita became acquainted with the important art dealer Georges Chéron. He was the son-in-law of Edouard Devambez who represented Modigliani and Soutine at the time. After Chéron visited Foujita’s studio they signed a contract and immediately organised two solo exhibitions. Galerie Devambez held his first exhibition in June that year. Immediately after this event, the demand for Foujita’s work started to grow. Chéron testified to his collectors: ‘As a great number of the watercolours exhibited have already been sold, by popular demand Foujita has promised that there will be a second exhibition before the end of the year.’ (Georges Chéron quoted in S. Buisson, *op. cit.*, p. 84). It became evident that Foujita’s devotion to improving his technique had been well spent and finally lead him to success in 1917.

Foujita today is still seen as one of the greatest visionaries of the 20th century, who with his idiosyncratic approach to painting intertwined the aesthetics of Eastern and Western Art. *Paysage de Paris, place du Tertre* is a key example from one of the artist’s most productive and pivotal periods. Already in 1922, just a few years after its execution, the present work was featured in the established arts journal *Feuillets d’art*, and more recently in 2018, the work was included in a major retrospective *Foujita, Peindre dans les années folles*, which focused on these crucial early years in Paris.

LÉONARD
TSUGUHARU FOUJITA

La fête d'anniversaire





18^{AR}

LÉONARD TSUGUHARU FOUJITA (1886-1968)

La fête d'anniversaire

signed, inscribed and dated 'Foujita 1949 NYC' (centre left);
signed 'Tsuguharu' in Japanese and further signed, inscribed
and dated 'Foujita New York June 1949 79 hours' (verso);
signed and dated '1949 Foujita' (the artist's frame)

oil on canvas with the artist's frame

76.5 x 101.7cm (30 1/8 x 40 1/16in); 91.6 x 116.5cm

(36 1/16 x 45 7/8in) (with the artist's frame)

Painted in New York in June 1949

£900,000 - 1,300,000

€1,000,000 - 1,400,000

US\$1,200,000 - 1,700,000

The authenticity of this work has kindly been confirmed by
Madame Sylvie Buisson. This work will be included under
no. D49.080.H in Vol. IV of the Léonard Tsuguharu Foujita
catalogue raisonné, currently being prepared.

Provenance

Galerie Paul Pétrides, Paris.

Acquired from the above by the previous owner (8 April 1950).

Thence by descent.

Exhibited

New York, Mathias Komor Gallery, *Foujita, Recent Paintings and
Drawings*, 11 - 26 November 1949, no. 2.

Paris, Galerie Paul Pétrides, *Foujita*, 24 March - 8 April 1950, no. 2.



LÉONARD TSUGUHARU FOUJITA

La fête d'anniversaire

On March 10th, 1949, Foujita flew to New York, the first step in his return to the West before Paris, leaving Japan for good. New York would prove to be a peaceful year, an interlude of intense personal work after four years spent as the official painter to the Imperial Army of Japan, followed by another four years spent fighting accusations of being a collaborator. In short, a period so dark and disturbing that the return to the West seemed to be a jubilant rebirth of Foujita as an artist. General MacArthur, de-facto ruler of Japan during the post-war occupation, aided Foujita's departure to the States by offering him a position as chair of painting in Boston, starting a new life where he could forget the conflict and the painful aftermath he had suffered.

'I am finally a bird that has the sky all to himself', he wrote to his friend Grosjean in a letter dated April 6th, 1949. 'You cannot imagine the trouble that I had until the last second before my departure for the United States.'

As soon as he arrived in Central Park at the Hotel Prescott, Foujita was free once again. The taste, and very concept, of freedom were all but forgotten to him. In his tiny room, with the barest of facilities with which he was more than satisfied, he got straight to work and quickly renewed his artistic vocabulary, aiming to perfect his own technique of smoothing the grounds and delicate glazes. This technique was an *ars nova*, with which he went on to impress the art world of New York. His ambition intact, Foujita was now 63 years old, and yet he

had retained the appearance of a young man even if his heavy brown fringe - so famous during the Roaring Twenties - had started to turn silver with age. In the end, he never arrived in Boston, the teaching post being nothing more than an excuse for the US forces to remove him from the Japanese administration.

New York gave Foujita the artistic boost he so sorely needed. There he observed life in all its forms, absorbing both the beautiful and the avant-garde and appropriating them with frenzy. Often wearing the very American uniform of denim overalls, Foujita felt totally at ease in his new home and could memorise and recreate images of the world that surrounded him. He could sense that the nightmare of wartime Tokyo was now far behind him, and possessed by the passion to paint he recreated an image of the world he loved not just in its modernity, but also through memories and imaginary visions of the France to which he longed to return.

Little by little Foujita began to reconnect with the fundamental freedom of spirit, expression and creativity that had first attracted him to Paris in 1913. The freedom of the French spirit, the spirit of the Enlightenment. He needed to rebuild himself before returning to France.

During this time, he was once again greatly inspired by Edouard Manet and Edgar Degas, creating striking portraits of women such as *Au Café* (Musée National d'Art Moderne, Centre Pompidou, Paris), *La Belle Espagnole* and *La Cartomancienne* that recalled the work of these masters. His other source of inspiration was the repertoire of the French fables. These tales attracted him greatly, as within these strange stories of the animal kingdom he found himself surrounded by familiar characters.

The influence and absorption of French art and literature became the catalyst for a series of Foujita's most important works; a group of dazzling canvases, considered by Foujita to be amongst his masterpieces, of which *La fête d'anniversaire* is one of the most spectacular.

The popular fables of the Middle Ages and their elaborate reimaginings by Jean La Fontaine inspired him intensely: through them, he revisited the French tradition by way of the depiction of animals that he knew and loved so much; in the current work, he explores and embodies the French spirit that he missed so acutely during



Léonard Tsuguharu Foujita (1886-1968), *Au Café*, 1949, Musée National d'Art Moderne, Centre Pompidou, Paris.



Léonard Tsuguharu Foujita (1886-1968), *La Cartomancienne*, 1949, Private Collection.



Léonard Tsuguharu Foujita aboard Lafayette in New York Harbour.



Utagawa Kuniyoshi (1797/8 - 1862), *Four Cats in Different Poses*, 1861.



Illustration of La Fontaine's Fables: *The Wolf turned Shepherd*, engraving, c. 1890.

the war years. And yet, he did not completely cut ties with his native Japanese culture, which continued to inform his practice until the end of his life. Indeed, the anthropomorphic animals that populate this series of works appear often throughout the myths and legends of his childhood. The prints of Utagawa Kuniyoshi demonstrate exactly this, depicting birds, cats, mice or standing dogs, dressed in kimonos, imitating men and women in domestic settings. This melding of different genres and worlds, of human and animal, East and the West, or of legend and reality, was an obsession for Foujita, whose inspiration sprung from the crossroads of these two worlds, a world of intense fascination to him.

Foujita's work, *La fête d'anniversaire*, invites here both reverie and meditation. This painting is an exercise in thought; it questions both metaphysical principles and our relationship to life and living, and, without any moral point of view, leaves the beholder suspended before the beauty and the magnitude of a such a unique creation.

The outline of the forms, made with the very tips of Foujita's fine paint brush, is at once magnificent, distinct, and unsettling, the movement swells and shimmers down to the smallest detail. As for the softly applied, cool washes of colour that enclose these fine brushstrokes, they cover the light, smooth background almost in the form of glazes with a hitherto unrivalled subtlety. Thin transparent layers, from the light to the dark, are superimposed, reflecting the light all the more intensely against the deep velvety black foreground. Foujita utilises to great effect this contrast of light and colour to reinforce the power of

his subject. His technical and stylistic virtuosity, enhanced by years of intense activity in Japan, has truly reached its peak here.

In this series of paintings Foujita also evokes the work of the great Flemish painters of the 15th century, such as Jan van Eyck, Frans Snyders and Rogier van der Weyden, masters of meticulous naturalism and light, lending an almost religious significance to everyday objects. But the modernity of his work lies in the transgression it introduces into the composition by modelling space according to Eastern criteria, weighting objects at a gentle curve without dismissing the vertical, horizontal and diagonal structures of a classical composition; indeed, the distinct lines and forms of the doorway and the dresser give structure to the background of the birthday party. A certain French classicism balances harmoniously with the curved forms of the Japanese floating world: in the foreground, the table dances and the various diners swirl, entangled with one another around the oval of the table. Foujita expresses himself freely in this circle of suspended movement, a synthesis of his two cultures.

He is also the master of the *trompe l'oeil*. From the representation of the interior to the minute depiction of fabrics, clothing, reflections, lustre, ceramics, woodwork and metallic objects, he excels at making objects appear real, and displays this realism with finesse. However, there is in fact a rustic counterpoint to this finesse: the naïve decorations on the plates placed on the dresser are an example of this contrast. These subtleties demonstrate how his immense creativity and technical





Léonard Tsuguharu Foujita (1886-1968), *Auto-portrait avec chats*, 1930, Private Collection.



Frans Snyders (1579-1657) & Cornelis de Vos (circa 1584/1585-1651), *A Butcher's Stall with cats and kittens playing and a butcher holding a boar's head*, Private Collection.

mastery culminated in such an important series of works while Foujita was living in New York. Foujita was so proud to have finished this painting in so short a time that he laconically mentioned his feat on the back of the canvas in the inscription '79 hours', a fascinating insight into this period of intense creativity.

Only eight months passed between Foujita's arrival in New York and his first solo-exhibition. The Mathias Komor Gallery, in the heart of Manhattan, put on a show of around forty paintings and drawings to which Foujita had devoted himself day and night, from the Spring until the Autumn assisted by his devoted Japanese wife, Kimiyo. Amongst these works he exhibited, *La fête d'anniversaire* is one of the masterpieces. Upon opening the New York Times hailed Foujita's return and declared the exhibition 'one of the brightest of the year.' The show was an unmitigated success, and was the talk of New York City. 'No living artist can depict cats in action whilst capturing such variety of expression,' reads the New York paper.

Foujita wrote: 'It's amazing the effect that my exhibition has had. I have heard from so many people that I knew from Paris or South America, from Mexico City in particular... Today I have a newspaper article dedicated to me, three columns with a photo, in the New York Times; the New Yorker will be next on Thursday. Life has become beautiful again.'

The New York Times, just like the many visitors to the exhibition, was fascinated by the staging, representations, colours, expressions and anatomy of the animals, presented like lords and courtesans. The visitors were captivated by this room filled with foxes and greedy pigs, receiving a wolf, a monkey, a dog, cats, hens and turtledoves, by this Rabelaisian party table, an art collector among them pinning on the wall a charcoal drawing of a long and lascivious sleeping nude, signed 'Foujita'.

The abundance of detail, whilst maintaining a sense of harmony throughout the composition, captivated viewers in a way that Foujita had seldom achieved before this series of works. The characters of *La fête d'anniversaire*, lively and iconic, are timeless. Hailing from a repertoire originating in the 17th century, revisited in the 20th, they

‘Life has become beautiful again.’

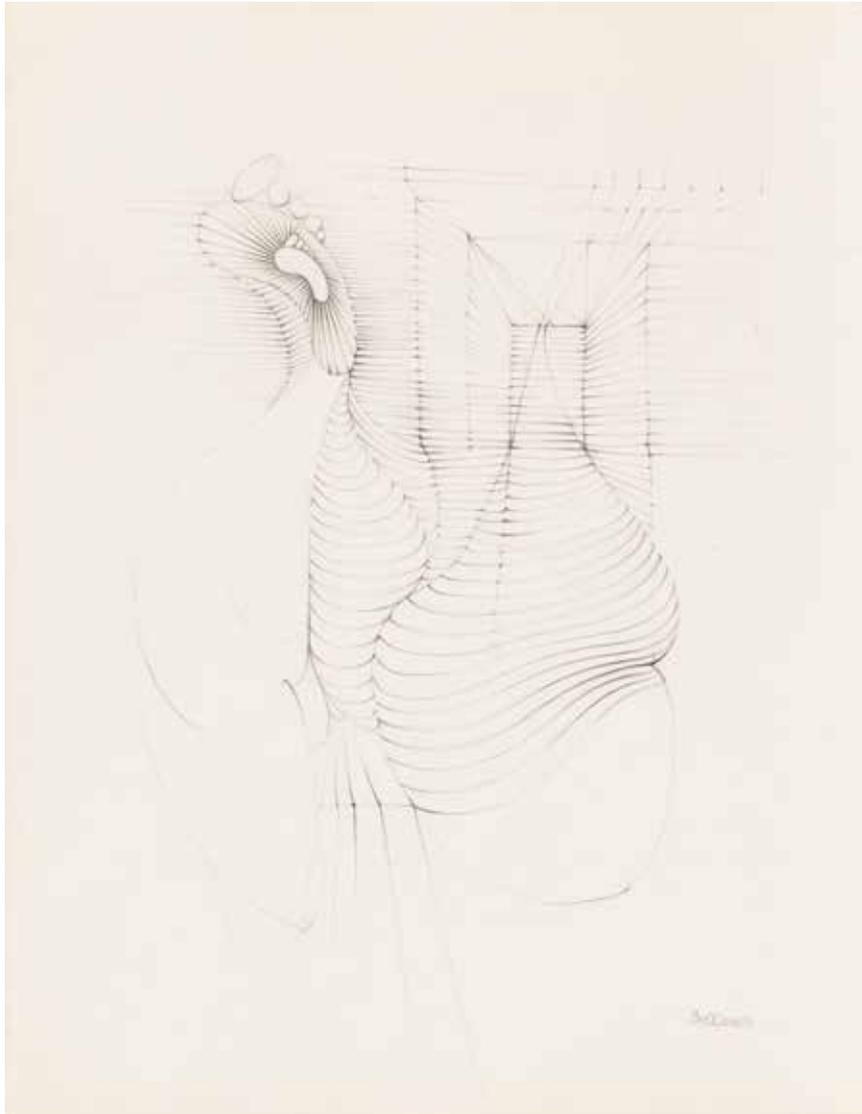
- L. T. Foujita

personify the French inspiration utilised by a Japanese artist working in New York. The precision of line and the curvaceous composition bring together the great tradition of Asian painting with a profound collective and popular Western subconscious.

To enshrine this cherished work - crowning it almost - Foujita created an elaborate frame in wood that he sculpted and decorated with gold leaf. On occasion Foujita turned his hand to sculpture in this manner, framing his best paintings. There are perhaps more examples of this from the Komor Gallery group than one would normally expect, perhaps hinting at how pleased he was with this group of works. Unusual, sober and striking, the frame highlights the work magnificently and creates a dialogue between the two facets, the sophistication of the painting and the raw, power of the frame on which Foujita displays the kitchen implements – cutlery, glass, cup, nutcracker, bottle, corkscrew. These everyday implements are exaggerated and trivial, forming a naïve decoration surrounding the canvas.

In this painting, which embodies at once the French spirit of the Enlightenment and the Japanese tradition, Foujita again demonstrates the unique nature of his work as a synthesis of East and West. Fusing and melding these two cultures in his work. In completing *La fête d'anniversaire* he imbues his art with a particular new dimension, that of a timeless aesthetic and a moving mastery of technique.

Text by Sylvie Buisson, Specialist on the works of Léonard Tsuguharu Foujita and member of the *Union française des experts*.



19 AR

HANS BELLMER (1902-1975)

Etude pour Claquemur

signed 'Bellmer' (lower right)

pencil on paper

30.8 x 24.5cm (12 3/16 x 9 3/4in).

Executed in the 1950s

£7,000 - 9,000

€7,800 - 10,000

US\$9,000 - 12,000

This work is a preparatory study for three etchings from the publication *Claquemur*, that was published in the 1950s by Editions le Terrain Vague, Paris.

The authenticity of this work has kindly been confirmed by Madame Rodica Aldoux.



PROPERTY FROM A PRIVATE BELGIAN COLLECTION

20 AR

PAUL DELVAUX (1897-1994)

Figures à l'antique

signed 'P. DELVAUX' (lower right)

watercolour, pen, India ink, wash and pencil on buff paper

33.8 x 51.4cm (13 5/16 x 20 1/4in).

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

Please note that this work will be presented to the Fondation Paul Delvaux on 15 September 2018.

Provenance

Olivier Strebelle Collection, Belgium (acquired directly from the artist).
Thence by descent to the present owner.

PROPERTY OF A PRIVATE FRENCH COLLECTOR

21 ^{AR}

TOYEN (MARIA CERMINOVA) (1902-1980)

Sans titre (recto); *Sans titre* (verso)

stamped with the artist's estate stamp (various places, recto);

stamped with the artist's estate stamp (various places, verso)

collage on paper

31.5 x 21cm (12 3/8 x 8 1/4in).

Executed circa 1960

£1,500 - 2,500

€1,700 - 2,800

US\$1,900 - 3,200

Provenance

Succession Toyen.

Gallery of Surrealism, New York.

Acquired from the above by the present owner.

Exhibited

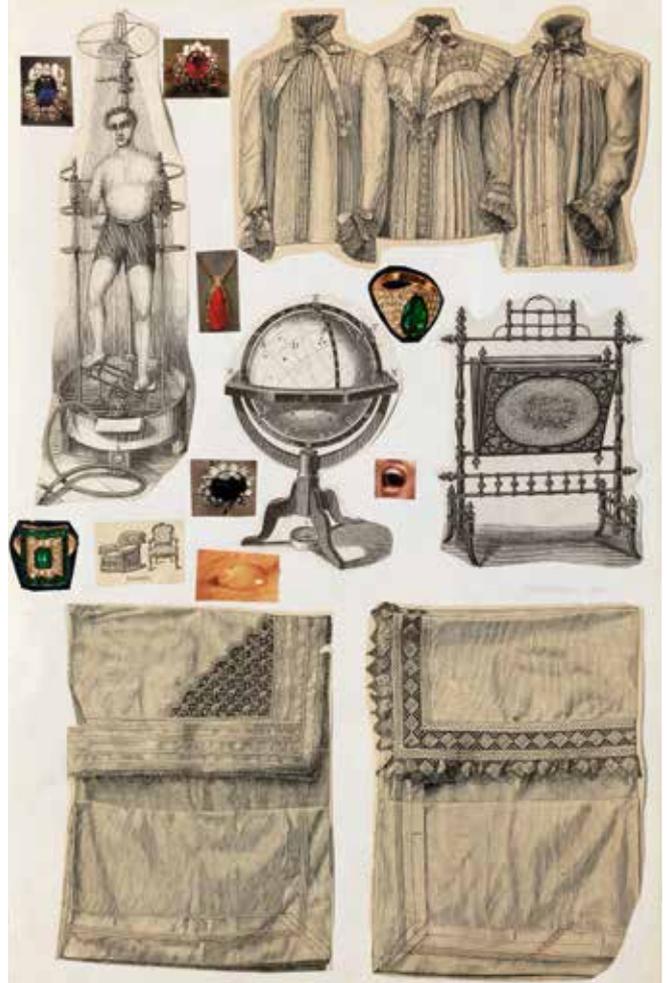
Prague, Prague City Gallery, *Toyen*, 12 May – 6 August 2000.

Paris, Galerie Le Minotaure, *L'Univers de Toyen*, 2 October –

15 November 2003, no. 1.



recto



verso

22

MAN RAY (1890-1976)

Untitled

signed, inscribed and dated 'for Jacqueline and Ivor, with my compliments Man Ray 1962' (on the separate backing cardboard)

acrylic on aluminium foil

11.5 x 15cm (4 1/2 x 5 7/8in).

Executed in 1962

£4,000 - 6,000

€4,400 - 6,700

US\$5,100 - 7,700

To be included in the Catalogue of the Paintings of Man Ray, in preparation by Andrew Strauss and Timothy Baum.

Provenance

Jacqueline & Ivor Goddard Collection, Isle of Wight (a gift from the artist in 1962).

Thence by descent to the present owner, UK.

Jacqueline Goddard (née Barsotti, 1911-2003) was a favourite model and close friend of the Surrealist artist and photographer Man Ray, having first met him in Paris in 1927 at the age of just sixteen. Goddard also modelled for Matisse, Fougita, Giacometti and Picasso, but moved away from these bohemian circles upon her marriage to Major Creed-Miles in 1938. A second marriage followed in 1949 to the photographer Ivor Goddard, with whom she lived on the Isle of Wight until her death at the age of 91, and to whom the present work is dedicated.



Man Ray (1890-1976), *Jacqueline Goddard*, 1930.



PROPERTY OF AN IMPORTANT PRIVATE COLLECTOR

23 * AR

VICTOR BRAUNER (1903-1966)

Reconstruction de l'être aimé II

signed and dated 'Victor Brauner 1. 1959-' (lower right); inscribed
'Reconstruction de l'être aimé II' (on the stretcher, verso)

oil on canvas

73 x 59.8cm (28 3/4 x 23 9/16in).

Painted in January 1959

£30,000 - 50,000

€33,000 - 56,000

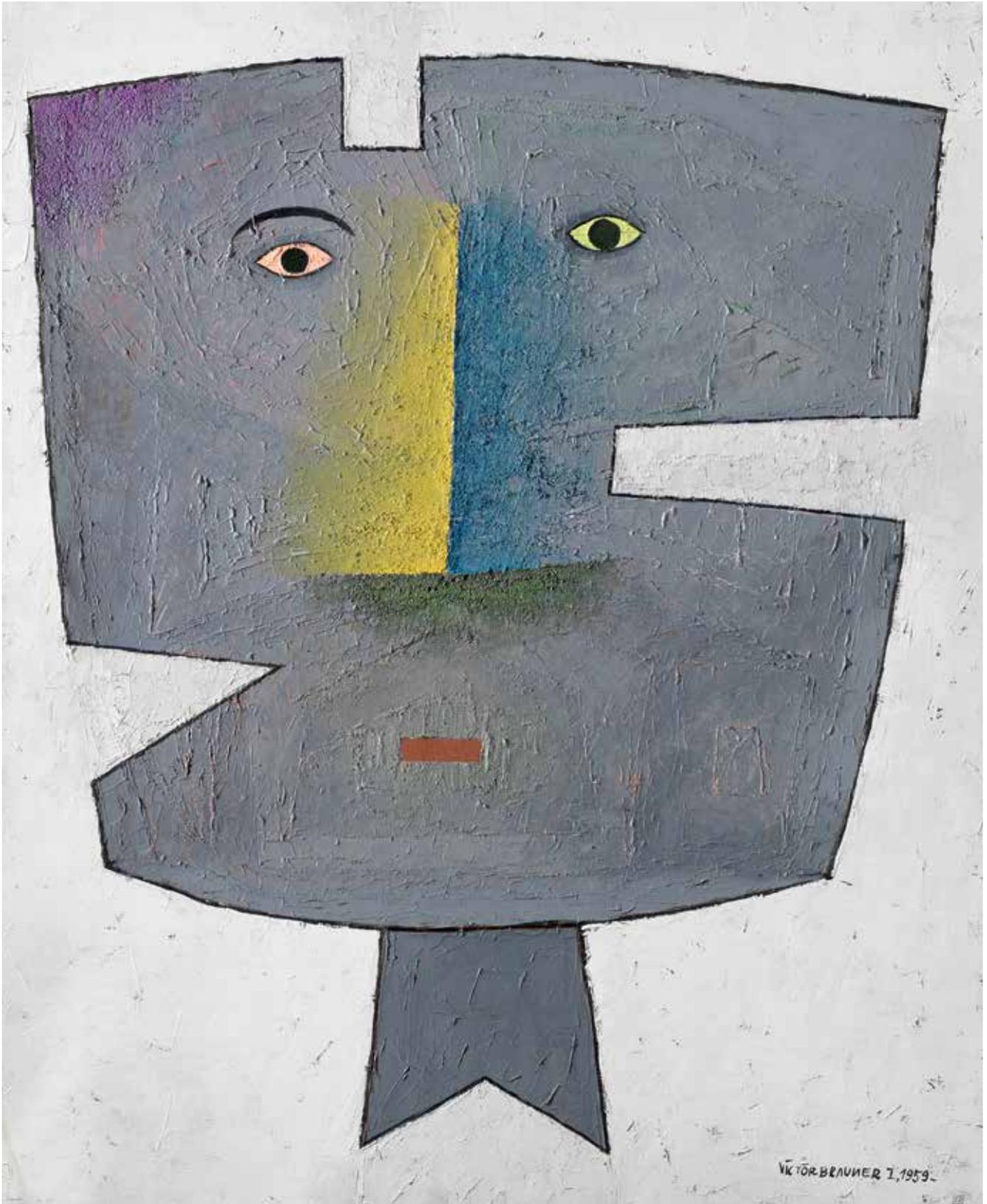
US\$39,000 - 64,000

The authenticity of this work has kindly been confirmed by
Monsieur Samy Kinge.

Provenance

Iolas Gallery, New York.

Acquired from the above by the present owner.



24 ^{AR}

FRANCIS PICABIA (1879-1953)

Le Zèbre

signed 'Francis Picabia' (lower centre) and inscribed 'LE ZEBRE.'
(upper right)

oil on canvas

59.7 x 73.5cm (23 1/2 x 28 15/16in).

Painted *circa* 1928 - 1929

£150,000 - 200,000

€170,000 - 220,000

US\$190,000 - 260,000

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

Provenance

Anon. sale, Hôtel des Cheval-Légers, Versailles, 5 June 1967, lot 66.

Monsieur & Madame F. Aladjem, Geneva (by 1974).

Anon. sale, Nouveau Drouot, Paris, 23 June 1983, lot 32.

Galerie Neuendorf, Hamburg & Frankfurt (1984 - 1990).

Private collection (by 11 January 1990).

Acquired from the above by the present owner.

Exhibited

Paris, Didier Imbert Fine Art, *Picabia*, 27 April - 13 July 1990, no. 25.

Santiago de Compostela, Museo do Pobo Galego, *Francis Picabia*,

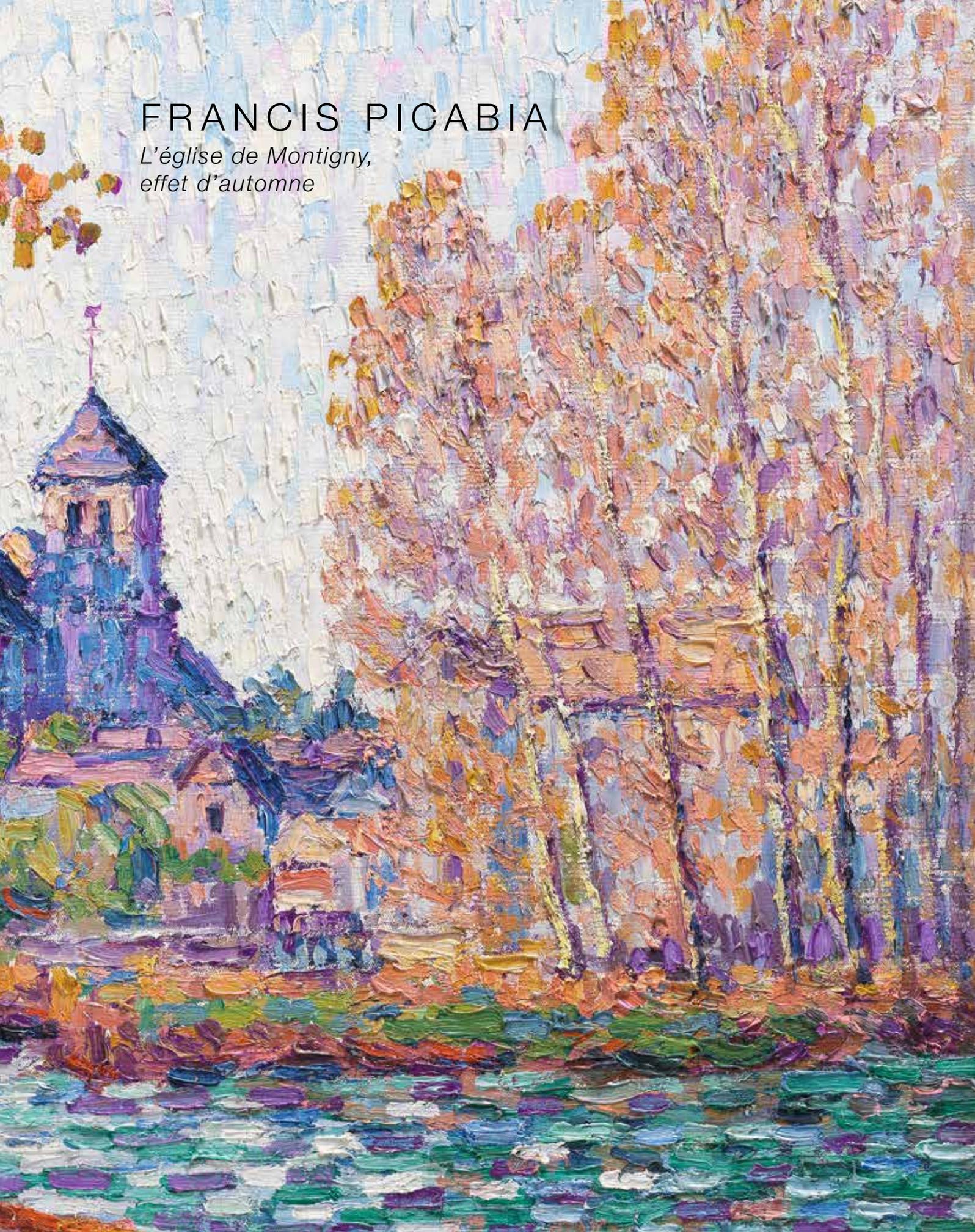
o sño español, June - July 1996, no. 24.





FRANCIS PICABIA

*L'église de Montigny,
effet d'automne*



25 *AR

FRANCIS PICABIA (1879-1953)

L'église de Montigny, effet d'automne

stamped with the artist's signature, inscribed and dated
'l'église de Montigny, effet d'automne 1908' (on the stretcher)

oil on canvas

65 x 81cm (25 9/16 x 31 7/8in).

Painted in 1908

£350,000 - 550,000

€390,000 - 610,000

US\$450,000 - 710,000

Provenance

Private collection (probably acquired directly from the artist
circa 1910).

Anon. sale, Sotheby's, New York, 12 May 1993, lot 153.

Private collection, Milan (until 1998).

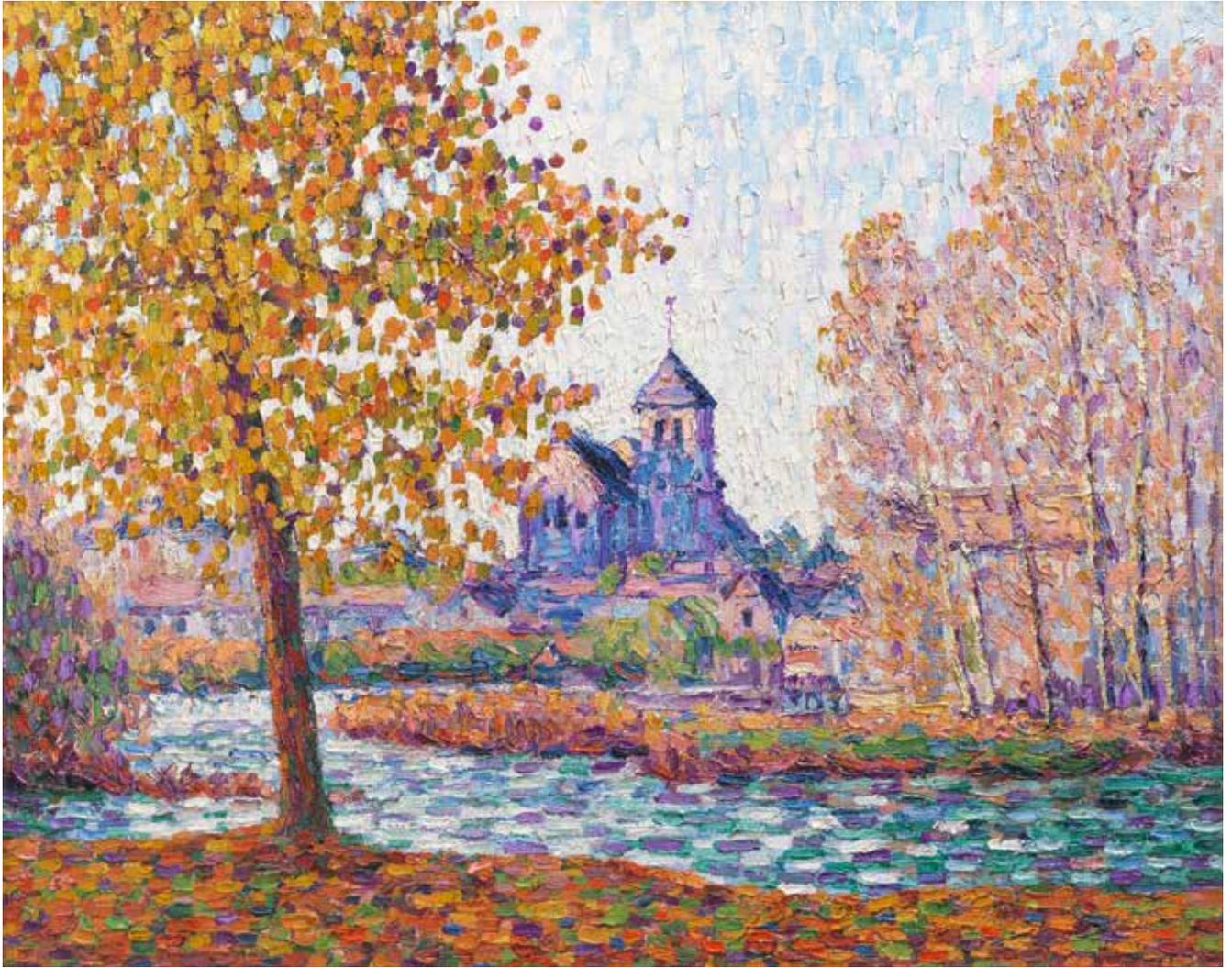
Private collection, Zurich.

Exhibited

Paris, Galerie Georges Petit, *Exposition de tableaux par F. Picabia*,
17 - 30 March 1909, no. 6.

Literature

W. A. Camfield, B. Calté, C. Clements & A. Pierre, *Francis Picabia*,
catalogue raisonné, Vol. I, 1989 - 1914, Brussels, 2014, no. 355
(illustrated p. 283).



FRANCIS PICABIA

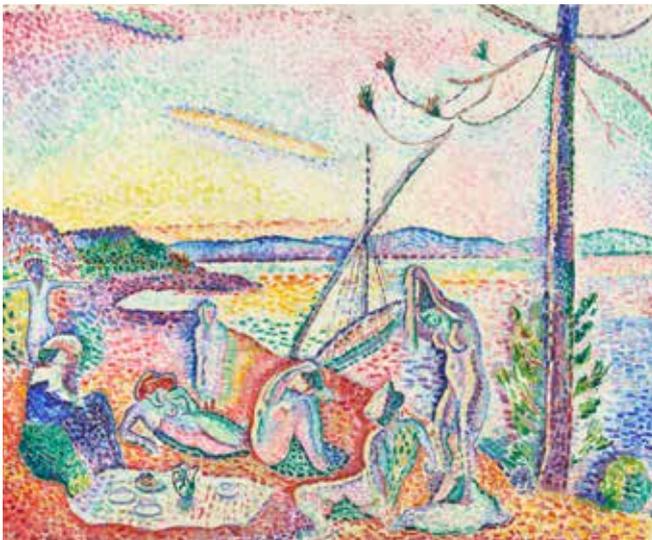
L'église de Montigny, effet d'automne

Picabia lived many artistic lives throughout his career. He is perhaps best known for his Dada period, but he was also a major contributor to the Surrealist movement (collected by André Breton himself), was a pioneering abstract painter, as well as a participant of Art Informel. What is perhaps less well-known are Picabia's exceptional Impressionist and Neo-Impressionist paintings from the early twentieth century. Indeed, even the artist's friends were surprised to discover this chapter in his *oeuvre*. As William Camfield rightfully points out, 'virtually every artist who contributed to 'modern' art during the first decade of the twentieth century passed through an Impressionist or Neo-Impressionist phase in his career;' but what distinguishes Picabia, is 'the fact that for him, Impressionism was not merely a passing phase but a major period' (W. A. Camfield, *Francis Picabia His Art, Life and Times*, Princeton, New Jersey, 1979, p. 8).

During his lifetime Picabia's Impressionist period afforded him critical acclaim and financial success. While somewhat eclipsed in recent decades by his Dada and Surrealist activities, the Impressionist paintings are now receiving the institutional and commercial attention

that they deserve, not simply in recognition of the consummate skill with which they were executed, but also as a key stage in the establishment of Picabia's unique artistic voice.

L'église de Montigny, effet d'automne was painted in the autumn of 1908 at a pivotal moment in his early career. By this point, Picabia had already exhibited throughout Europe and counted some of the most illustrious public figures in France among his patrons and collectors. A highly successful show at the fashionable Galerie Hausmann in 1905 had launched the young artist into prominence, where he received almost universal praise for his Impressionist landscapes reminiscent of Alfred Sisley and Camille Pissarro. Commenting on the reception of the exhibition the *Le Figaro* stated 'There are new exhibitions every day, but not all are lucky enough to draw the crowds, as has been the case with the show of landscapes by M. Picabia, which has attained the proportions of an important event. Only a week ago those who follow the Salons in a casual way, paying no attention to works by artists they do not know, would have said: 'Picabia? Who is he?' But now that this painter has exhibited sixty-odd works at the Galerie Hausmann it is a very different story. One hears praises on all sides; everyone wants to have seen him and many claim to have discovered him' (M. L. Borràs, *Picabia*, London, 1985, p. 49).



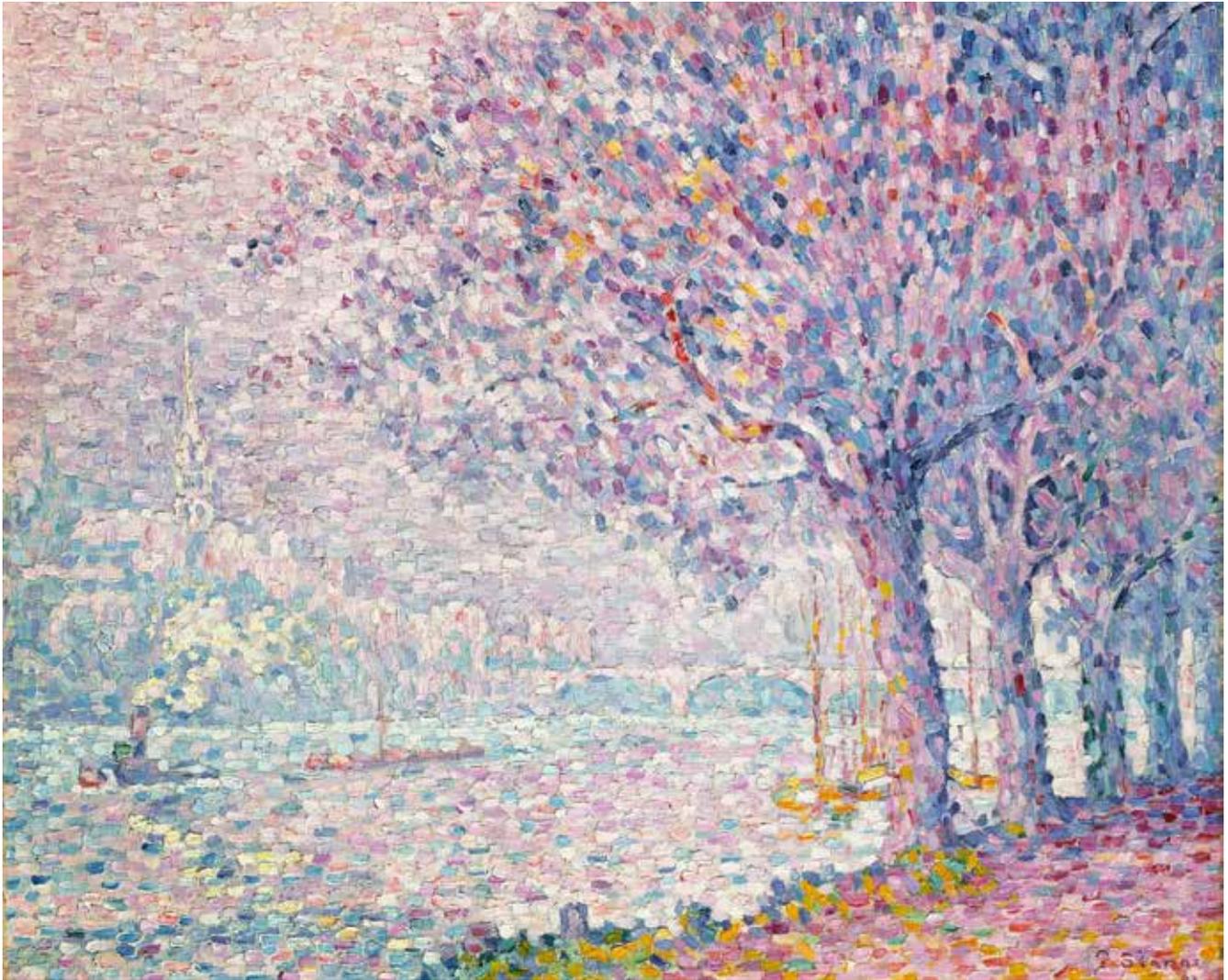
Henri Matisse (1869–1954), *Luxe, calme et volupté*, 1904, Musée d'Orsay, Paris.

By 1908 however, Picabia was exploring new possibilities in his art, a pursuit which coincided with his chance introduction to the young musician Gabrielle Buffet in September of that year. Gabrielle was to play a critical role in Picabia's conceptualisation of his painting at this juncture. She had a precocious musical talent and, following her training in Paris, had travelled to Berlin to advance her studies. It was here that she was exposed to radical ideas which emphasised the importance of personal freedom in the composition of music as opposed to conventional practice and the dictates of the academy.

Their meeting was opportune. As Gabrielle recalled, Picabia spoke ardently about his frustrations with painting at this time 'declaring that it in fact bored him' and that he desired 'another sort of painting...[one in which] Forms and colours [are] freed from their sensorial attributes; a kind of painting that would reside in pure invention and would re-create forms according to one's own will and one's own imagination' (Gabrielle Buffet quoted in M. L. Borràs, *ibid*, p. 53). Gabrielle provided Picabia with the stimulus to strike out in a new direction with his painting. Through the course of their conversations in the autumn of 1908 (no doubt propelled by the theories of her musical instruction),



Francis Picabia in February 1907.



Paul Signac (1863-1935), *The Seine at St. Cloud*, 1903, Private Collection.

she helped to reinvigorate Picabia's practice, and it was at this moment that he began to paint his Neo-Impressionist canvases.

It was through the work of Paul Signac that Picabia first began to employ the Divisionist method, moving away from the feathery brushwork of Impressionism towards a more experimental formal approach. Picabia had in fact met Signac during a visit to St Tropez, where just a few years earlier Henri Matisse had also succumbed to the Neo-Impressionist technique under the influence of Signac and Henri Edmond-Cross - a sojourn that culminated in his great masterpiece, *Luxe, calme et volupté* (1904). In the same way, Picabia began to simplify his compositions, breaking down the paint surface into uniform blocks of colour and infusing old sites with a newfound sense of luminosity.

The relinquishment of his successful Impressionist style was a bold move toward authenticity. It precipitated a violent break with Galerie Hausmann and a termination of his contract. A hasty auction was arranged at the behest of the gallery at the Hôtel Drouot on the 8th March 1909 in which their Impressionist stock of over a hundred paintings was effectively disposed of. Fortunately, Picabia found in Galerie Georges Petit a willing outlet for his new work and, just one week after the Hôtel Drouot auction, Georges Petit held a solo

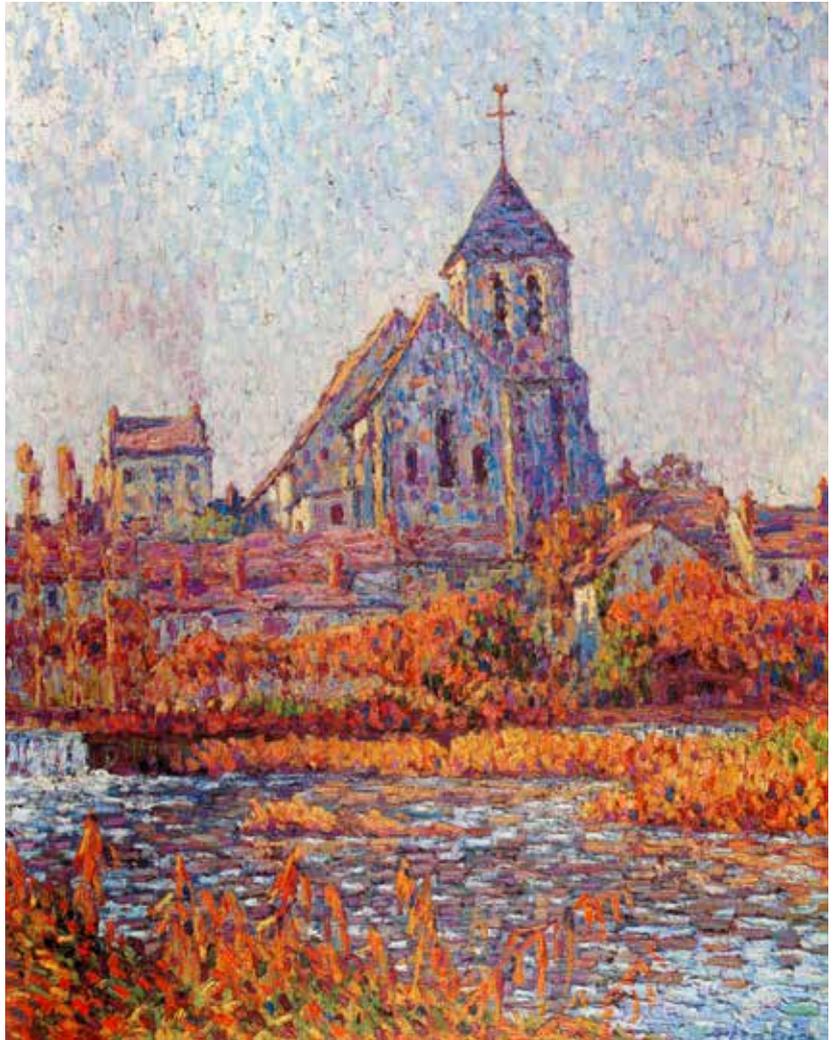
exhibition which showcased his latest canvases, 'announcing, quite as glamorously as the auction, that the painter of 19th Century landscapes was no more' (M. L. Borràs, *ibid*, p. 54).

L'église de Montigny, effet d'automne was featured in this landmark exhibition and is a consummate, early example of Picabia's Post-Impressionist style. Painted at the same time as his meeting with Gabrielle Buffet, it depicts the church of Montigny bathed in autumnal sunlight through the newly adopted Neo-Impressionist technique, whereby the scene is transformed into a mosaic of horizontal and vertical lozenges of pure colour. Yet, in contrast to the delicate process of optical mixing advocated by Paul Signac and Georges Seurat, *L'église de Montigny, effet d'automne* is invigorated by an expressivity and boldness of palette which has more in common with the radical intensity of Fauvism, heralded by Matisse's *Luxe, calme et volupté*, than Signac's more orderly and subdued canvases.

In accordance with the Fauvist technique, Picabia also appears to structure the composition according to his visual imagination rather than depicting a more immediate representation of the precise location. The harmony and balance of the composition, with the church elegantly framed by tress on alternate sides of the meandering

‘He returned to the places he had previously interpreted, and studied them more stringently. He searched for their significance within form...in which each brushstroke corresponded an essential orchestration of harmonious colour values’

- Roger-Milès, 1909



Francis Picabia (1879-1953), *Church of Montigny, effect of sunlight*, 1908.

river, appears carefully composed. Picabia was well-known to work up sketches in the studio, or to use photographic postcards rather than painting *en plein air*, a method which enabled him to be more inventive in the final realisation his scenes.

From 1908 Picabia began to create paintings which appear as hybrids of the Fauvist and Neo-Impressionist style. At the same time, Picabia also retained a lingering Impressionist emphasis in his paintings as witnessed through his continued desire to convey the same location during different seasons or times of the day. In *L'église de Montigny, effet d'automne*, the Neo-Impressionist technique and Fauvist application of colour and composition is underpinned by an Impressionist concern for capturing the seasonal light and the transience of nature. Picabia here not only refers to the season within the title (a typical Impressionist device), but is also at pains to convey the particular atmospheric effects of the scene, describing the fall trees and church illuminated by the cool light of a low sun through a chromatic range of cadmium reds, ochres and pinks offset by royal blues and violets. As Gordon Hughes explains 'between 1908 – 1911 Picabia updated his look several times, shifting from Sisley's Impressionism, Paul Signac's Neo Impressionism and to Henri Matisse's Fauvism as his primary source of influence' (G. Hughes, 'Francis Picabia, Once Removed' in *Francis Picabia, Our Heads Are Round So Our Thoughts Can Change Direction*, exh. cat., New York, 2016, p. 29).

Indeed, as has recently been argued, it was this ravenous desire for appropriation which was to lay the foundations for his involvement of with the Dada movement and to define Picabia as a distinctively modern artist. As Anne Umland, curator of the celebrated 2016 MOMA

retrospective, elucidates 'Picabia's practice of parody, quotation and appropriation... introduces the idea that reproduction, replication and outright plagiarism can all be considered as generative strategies. This attitude firmly aligned him with the younger artists and poets who were at the heart of the Dada movement' (A. Ummel, 'Francis Picabia, An Introduction' in *ibid*, p. 14).

As one of the greatest avant-garde artists of our time, Picabia mastered almost every major artistic movement in the first half of the twentieth century. Despite his early success, his desire for authenticity remained unabated and it was through his voracious implementation, hybridisation and critique of earlier styles that he was able to establish his uniquely modernist approach. Writing in the preface of the 1909 Galerie Georges Petit exhibition of which *L'église de Montigny, effet d'automne* formed a part, the notable critic Roger-Milès detected, even at this early stage in his career, Picabia's rigorous and interrogative approach: 'he returned to the places he had previously interpreted, and studied them more stringently. He searched for their significance within form...he applied himself to presenting his new insight in a formula in which no touch would be a virtuoso's arpeggio thrown in a burst of inspiration, but in which each brushstroke corresponded an essential orchestration of harmonious colour values' (Léon Roger-Milès quoted in W. A. Camfield, *op. cit.*, p. 8).

26

HIPPOLYTE PETITJEAN (1854-1929)

Barques sur le canal

signed with the artist's monogram (lower left)

gouache and pencil on board

34 x 26cm (13 3/8 x 10 1/4in).

£4,000 - 6,000

€4,400 - 6,700

US\$5,100 - 7,700

The authenticity of this work has kindly been confirmed by
Monsieur Stéphane Kempa.

Provenance

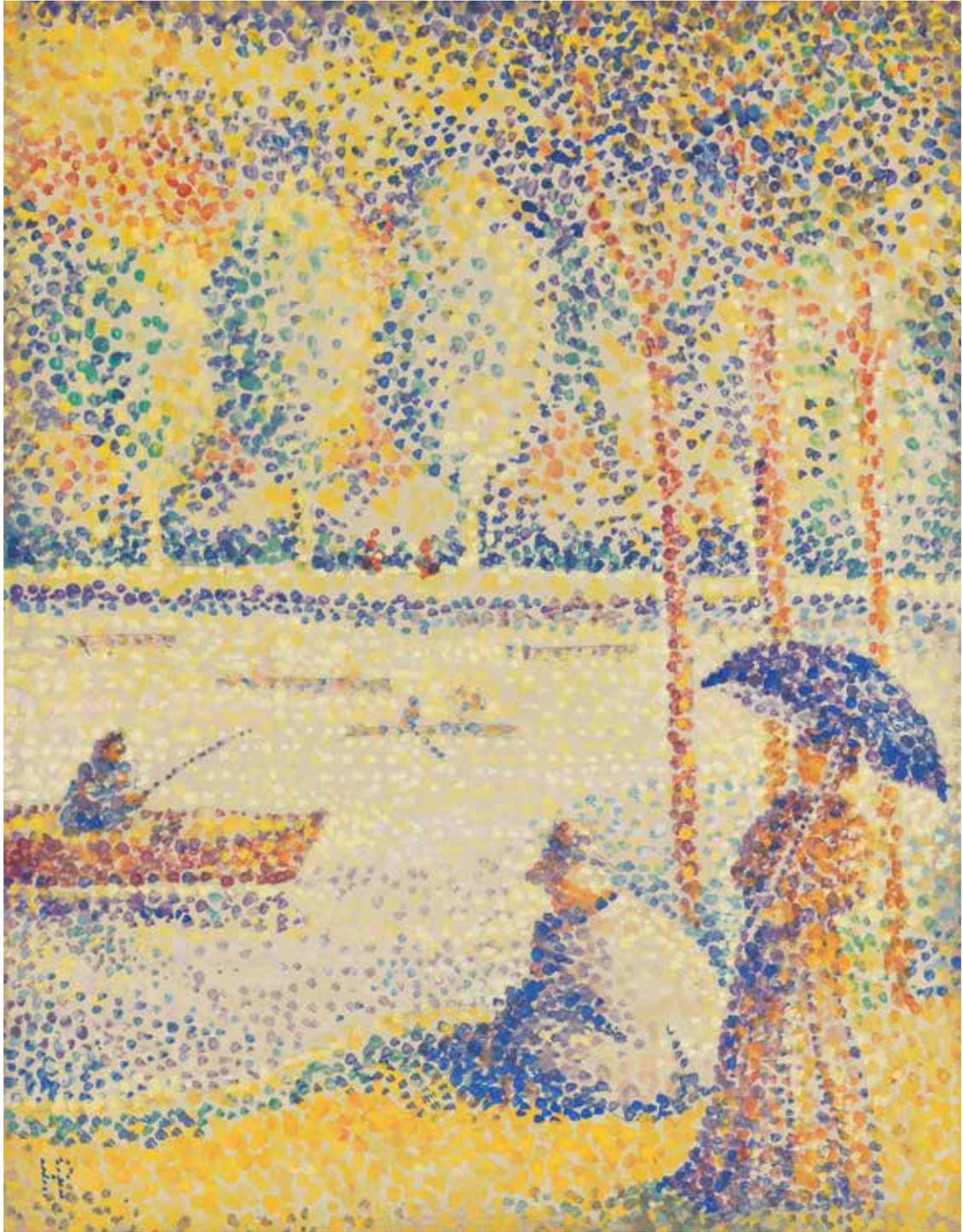
Zeiger Collection.

Anon. sale, Joigny Enchères, Joigny, 27 January 2013, lot 148.

Private collection, France (acquired at the above sale).

Exhibited

Paris, Galerie René Drouin, *Maîtres et petits maîtres du XIX^e siècle*,
October 1942.



27

GUSTAVE LOISEAU (1865-1935)

Le chemin de la Plaine, Pontoise

signed and dated 'G Loiseau 1912' (lower right)

oil on canvas

46.8 x 55.8cm (18 7/16 x 21 15/16in).

Painted in 1912

£60,000 - 80,000

€67,000 - 89,000

US\$77,000 - 100,000

The authenticity of this work has kindly been confirmed by Monsieur Didier Imbert. This work will be included in the forthcoming Gustave Loiseau *catalogue raisonné*, currently being prepared.

Provenance

Private collection, France.

Acquired from the above by the present owner.



PROPERTY OF A DISTINGUISHED COLLECTOR

28

PIERRE-AUGUSTE RENOIR (1841-1919)

La poste à Cagnes

oil on canvas

12 x 10.2cm (4 3/4 x 4in).

Painted *circa* 1905

£30,000 - 50,000

€33,000 - 56,000

US\$39,000 - 64,000

The authenticity of this work has kindly been confirmed by the late Monsieur François Daulte.

Please note that this work will be presented at the committee of The Wildenstein Plattner Institute on 18 September 2018.

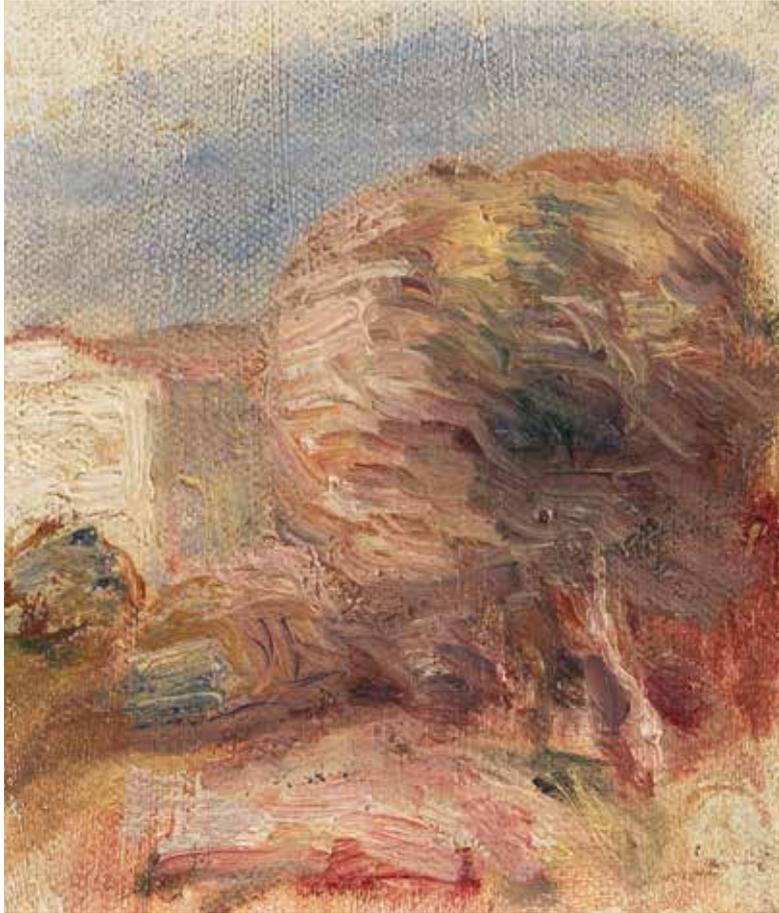
Provenance

Ambroise Vollard Collection, Paris.

O'Hana Gallery, London, no. 450.

Anon. sale, Christie's, London, 30 June 1999, lot 159.

Private collection, Milan (acquired at the above sale).



29

ARMAND GUILLAUMIN (1841-1927)

Chemin à Damiette

signed 'Guillaumin' (lower right)

oil on canvas

54 x 65cm (21 1/4 x 25 9/16in).

Painted circa 1886

£50,000 - 70,000

€56,000 - 78,000

US\$64,000 - 90,000

Provenance

Galerie Durand-Ruel, Paris, nos. 9737 & 11990.

Arthur Tooth & Sons Ltd., London, no. 6256.

Anon. sale, Christie's, London, 24 March 1992, lot 9.

Dr. Oscar Ghez Collection, Geneva, no. 15795.

Anon. sale, Piasa, Paris, 30 March 2007, lot 9.

Acquired at the above sale by the present owner.

Exhibited

London, Arthur Tooth & Sons Ltd., *The Rim of Impressionism*, 16 March - 3 April 1965, no. 7 (titled 'Chemin sous les arbres, Damiette' and incorrectly dated 1882).

Tokyo, *Les lumières de l'impressionnisme*, 20 May -

5 December 1993, no. 5 (later travelled throughout Japan).

Clermont-Ferrand, Musée des Beaux-Arts, *Armand*

Guillaumin...l'Impressionniste, ami de Cézanne et de Van Gogh,

17 February - 11 June 1995, no. 15.

Cologne, Wallraf-Richartz-Museum, *Vom Spiel der Farbe:*

Armand Guillaumin (1841-1927), ein vergessener Impressionist,

24 February - 5 May 1996, no. G.35.

Lausanne, Fondation de l'Hermitage, *Armand Guillaumin 1841 -*

1927, un maître de l'impressionnisme français, 12 July -

20 October 1996, no. 30.

Belfort, Musée d'art et d'histoire, *Armand Guillaumin*,

'de la lumière à la couleur', 7 June - 31 August 1997, no. 19.

New York, Berry-Hill Galleries, *Armand Guillaumin*, May -

June 2004, no. D/3270.

Wuppertal, Von der Heydt-Museum, *Renoir und die Landschaft*

des Impressionismus, 28 October 2007 - 27 January 2008.

Literature

G. Serret & D. Fabiani, *Armand Guillaumin, catalogue raisonné de l'oeuvre peint*, Paris, 1971, no. 149 (illustrated).



PROPERTY FROM A DISTINGUISHED PARISIAN COLLECTION

30

PAUL CÉZANNE (1839-1906)

Arbres au Jas de Bouffan

pencil on paper

32 x 49.2cm (12 5/8 x 19 3/8in).

Executed *circa* 1892 - 1895

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 190,000

This work will be included in the forthcoming online *catalogue raisonné* of Paul Cézanne's works on paper, under the direction of Walter Feichenfeldt, David Nash and Jayne Warman.

Provenance

Galerie Alfred Flechtheim, Berlin (1927).

Professor Hans Purmann Collection, Zurich (acquired from the above).

Heidi Voellmoeller Collection, Zurich (a gift from the above by 1956).

Private collection, New York; their sale, Christie's, Paris,

31 March 2016, lot 64.

Acquired at the above sale by the present owner.

Exhibited

Berlin, Galerie Alfred Flechtheim, *Cézanne, Aquarelle und Zeichnungen; Bronzen von Edgar Degas*, 19 May - 16 June 1927, no. 44 (titled 'Bäume').

The Hague, Gemeentemuseum, *Paul Cézanne*, June - July 1956, no. 105 (later travelled to Zurich & Munich; nos. 162 & 123).

Tokyo, National Museum of Western Art, *Cézanne*, 30 March - 19 May 1974, no. 124 (later travelled to Kyoto & Fukuoka; titled 'Arbres').

Tubingen, Kunsthalle, *Paul Cézanne, Das zeichnerische Werk*, 21 October - 31 December 1978, no. 105 (titled 'Baumlandschaft').

Martigny, Fondation Pierre Gianadda, *Cézanne, le chant de la terre*, 16 June - 19 November 2017, no. 38.

Literature

A. Chappuis, *The Drawings of Paul Cézanne, a Catalogue Raisonné*, Vol. I, London, 1973, no. 1163 (illustrated Vol. II).



PAUL CÉZANNE

Arbres au Jas de Bouffan



Portrait of the French painter Paul Cézanne walking in the Aix-en-Provence area, 1904.

‘A strong feeling for nature –
and certainly mine is very keen
– is the necessary basis of
every artistic conception.’

- Paul Cézanne

‘I am deeply touched by the letter you were so kind as to write me. Nothing could be more agreeable to me than to know that, in the depths of your solitude, you are aware of the commotion that’s been made over *Homage to Cézanne*. Perhaps you will now have some idea of the place you occupy in the painting of our time, of the admiration you inspire, and of the enlightened enthusiasm of a few young people, myself included, who can rightly call themselves your students, because it is to you they are indebted for whatever they have understood about painting; and we will never be able to thank you enough for it.’ – (Maurice Denis in a letter to Paul Cézanne, 13 June 1901, quoted in J. Watkins (ed.), *Cézanne*, Philadelphia, 1996, p. 35).

Depicting an inexact location on his family’s estate of Jas de Bouffan, the meticulous draughtsmanship that forms the interlocking branches and tree trunks that frame the image, render the present work instantly recognisable as by the hand of Paul Cézanne. These iconic motifs that represent his home in southern France can be seen throughout the artist’s *oeuvre* and in the work of many artists that followed in his wake, as Maurice Denis states in his touching letter to Cézanne.

As was often the case for artists of his time, after leaving the Free Municipal School of Drawing in Aix, Cézanne sought inspiration in Paris. He spent his time visiting the Louvre and teaching himself from the Masters within its walls, copying the works of Titian, Rubens and Michelangelo, a link most evident in his early paintings. In addition to engrossing himself in the Masters of the past, his drawing lessons at the Académie Suisse introduced him to some of the titans that are admired so greatly today; the likes of Camille Pissarro, Claude Monet and Pierre-Auguste Renoir. During this period, he often imitated Gustave Courbet’s use of the palette knife to apply his paint and Edouard Manet’s sensitive touches of black and white, his concentration and commitment to spontaneity becomes paramount.

Perhaps most importantly, it is here in the mid-1860s that he begins his close relationship with Pissarro. It was a companionship that initially formed as that of the tutor and pupil, with Pissarro asserting a hugely beneficial influence over the impressionable younger artist. He learned to subdue his aggressive structuring and appreciate the philosophy and technique of Impressionism. Their frequent country excursions to paint accelerated Cézanne’s ability and in the years 1877 to 1888 we can see his adaptation and modification of the Impressionist style, a change that Patrick T. Malone of the Art Institute of Chicago identified, perhaps unintentionally fittingly, in Cézanne’s work *The Turn in the Road* (c.1881, Museum of Fine Arts, Boston). The use of a stronger framework of lines, the bold trunks of the trees and extended strokes that create a three-dimensional landscape are all key components of Cézanne’s style, all of which can be identified, arguably in a more mature and refined fashion in the present work, roughly a decade later.

Like so many artists, particularly in this era, Cézanne sought light, air and landscape, which resulted in his leaving the city and moving to the countryside, if not solely for his artistic endeavours, then perhaps due to his fluctuating temperament and provincial origins. He wanted total seclusion, a seclusion he found in the pastoral idyll at Jas de Bouffan.

This Southern French sanctuary offered the solitary artist a host of motifs, and whilst he often painted the local inhabitants and workers, in the majority of his later period he painted landscapes almost exclusively. Arguably it is in these assertive landscapes that his mastery of draughtsmanship is at its height. He often returned to the same locations, most notably to the rows of trees on his family estate as well as the sprawling view towards Mont Sainte-Victoire from the plateau above his studio, a view that could perhaps be considered his defining composition. From his rural upbringing, it is no surprise that nature was a vital component of Cézanne's life and consequently had a profound impact on his work. In a 1904 letter to Louis Aurenche, he wrote: 'a strong feeling for nature – and certainly mine is very keen – is the necessary basis of every artistic conception.' (Paul Cézanne quoted in J. Watkins (ed.), *op. cit.*, p. 17).

The present work is filled with the classic components of Cézanne's artistic method. The bold forms of the tree trunks, sculpted by thick pencil strokes, frame the work with the upper branches extending across to meet one another in an arboreal embrace. This natural gateway entices the viewer into the scene, curious to move forward and discover what resides in the softer, less sketched background. His



Paul Cézanne (1839-1906), *Turn in the Road*, c. 1881, Museum of Fine Arts, Boston.

exploratory horizontal and vertical lines create breadth and depth in the image and the modulation of the canopy and upper limbs of the trees creates the shimmering, swaying motion of a breezy, bucolic afternoon in Southern France. We can clearly see the spontaneous nature of the artist that had developed during his time in Paris, in addition to the three-dimensional pictorial assembly so evident in *The Turn in the Road*. He had a strong emphasis on the geometric construction of natural form and a technical mastery of its execution which brought him ever closer to abstraction and the Cubist movement, subsequently changing the course of art.

The simplicity of the present work, and indeed many of Cézanne's drawings, is testament to his ability as an artist. As Joseph Rishel so aptly comments: 'as so often with Cézanne's pencil drawings, one tends, when looking at this sheet, to forget that it is not in colour' (J. Rishel, 'The 1880s', in J. Watkins (ed.), *op. cit.*, p. 250). It is through his simplistic structuring of the scene with only the most necessary of lines that we are transported into the moment and offered an intimate glimpse into the daily rhythms of one of Modern Art's most important figures.



Paul Cézanne (1839-1906), *Study of Mont Sainte-Victoire, with a Tree and Aqueduct*, c. 1883-86, Museum Boijmans van Beuningen, Netherlands.

31 AR

MAURICE DE VLAMINCK (1876-1958)

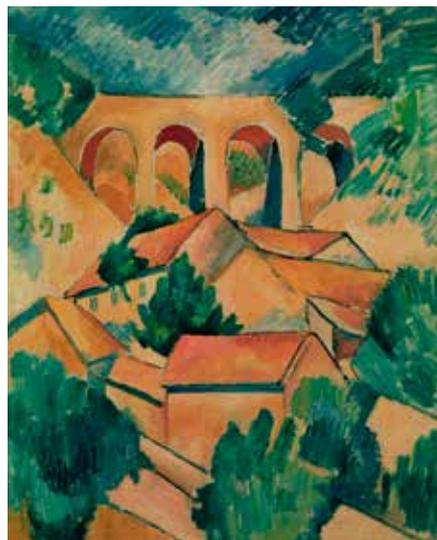
Paysage aux trois cyprès
signed 'Vlaminck' (lower right)
oil on canvas
46.7 x 55cm (18 3/8 x 21 5/8in).

£70,000 - 90,000
€78,000 - 100,000
US\$90,000 - 120,000

The authenticity of this work has kindly been confirmed by the Wildenstein Plattner Institute. This work will be included in the forthcoming *Maurice De Vlaminck Digital Critical Catalogue*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

Provenance

Galerie Kahnweiler, Paris, no. 1559.
Dr. Bonnet Collection, Paris; his sale, Hôtel Savoy, Nice, 26 - 27 April 1948, lot 51.
Private collection, France (acquired at the above sale).
Private collection (acquired from the above); their sale, Sotheby's, London, 6 February 2007, lot 466.
Acquired at the above sale by the present owner.



Georges Braques (1882-1963), *Viaduct at L'Estaque*, 1908, Musée National d'Art Moderne, Centre Pompidou, Paris.

In 1907, following a visit to Cézanne's retrospective exhibition at the Salon d'Automne in Paris, Vlaminck implemented a dramatic change in his painting style. Moving away from the expressive brushwork and 'wild' use of non-mimetic colour which had characterised his Fauvist period, Vlaminck began to adopt a more restrained palette and moved toward a concern for structured spatial compositions in accordance with a 'Cézanneseque' approach. This formal transition was contemporaneously taken up by a number of former Fauves including, including Georges Braques – upon whom the influence of Cézanne would ultimately lead to the development of Cubism.

Paysage aux trois cyprès issues from this early stage in Vlaminck's oeuvre and is an example of his newfound approach, in which a concern for form and a certain geometrising of the landscape, akin to Cézanne's landscapes, is clearly discernible. Reflecting on Vlaminck's work from this period, renowned artist historian Jean Selz noted how form rather than pure colour became Vlaminck's primary means of expression: 'Vlaminck undoubtedly found within these new principles of construction – whose general architectural composition more fundamentally links the artist's refined sensitivity to colour and the

energy of the forms themselves – a potent means of expression. The angular planes, striking contrasts of light and shade and introduction of more sombre tones all contribute to the harmony of Vlaminck's canvas, permitting the artist to transpose his predilection for vivid, riotous colours to that of mastering form' (J. Selz, *Vlaminck*, Lugano, 1965, p. 64).

In the present work, Vlaminck's emphasis on form is immediately perceptible in the positioning of the large, almost abstracted, cypress tree, thrusting through the centre of the composition. Meanwhile, Vlaminck has deliberately distilled the landscape in the background to the most essential of forms, simply defining the houses perched on the hillside by sharply geometric red roofs and the moody sky beyond with angular, faceted brushwork. The entire composition is galvanised by contrasting sinuous and geometric forms which intersect through the picture plane instilling the work with a sense of unification, despite the daringly modern composition. Gesturing towards Cézanne's early twentieth century landscapes of Château Noir and Mont Sainte-Victoire, Vlaminck here newly explores the possibilities of form within the landscape genre, a pursuit which was to inform his work for the rest of his career.



PROPERTY FROM A DISTINGUISHED PARISIAN COLLECTION

32 AR

GEORGES ROUAULT (1871-1958)

Clown de profil

oil on paper laid down on canvas

80 x 58cm (31 1/2 x 22 13/16in).

Painted between 1938 - 1939

£350,000 - 550,000

€390,000 - 610,000

US\$450,000 - 710,000

The work is accompanied by a certificate from the late Madame Isabelle Rouault.

Provenance

The artist's studio.

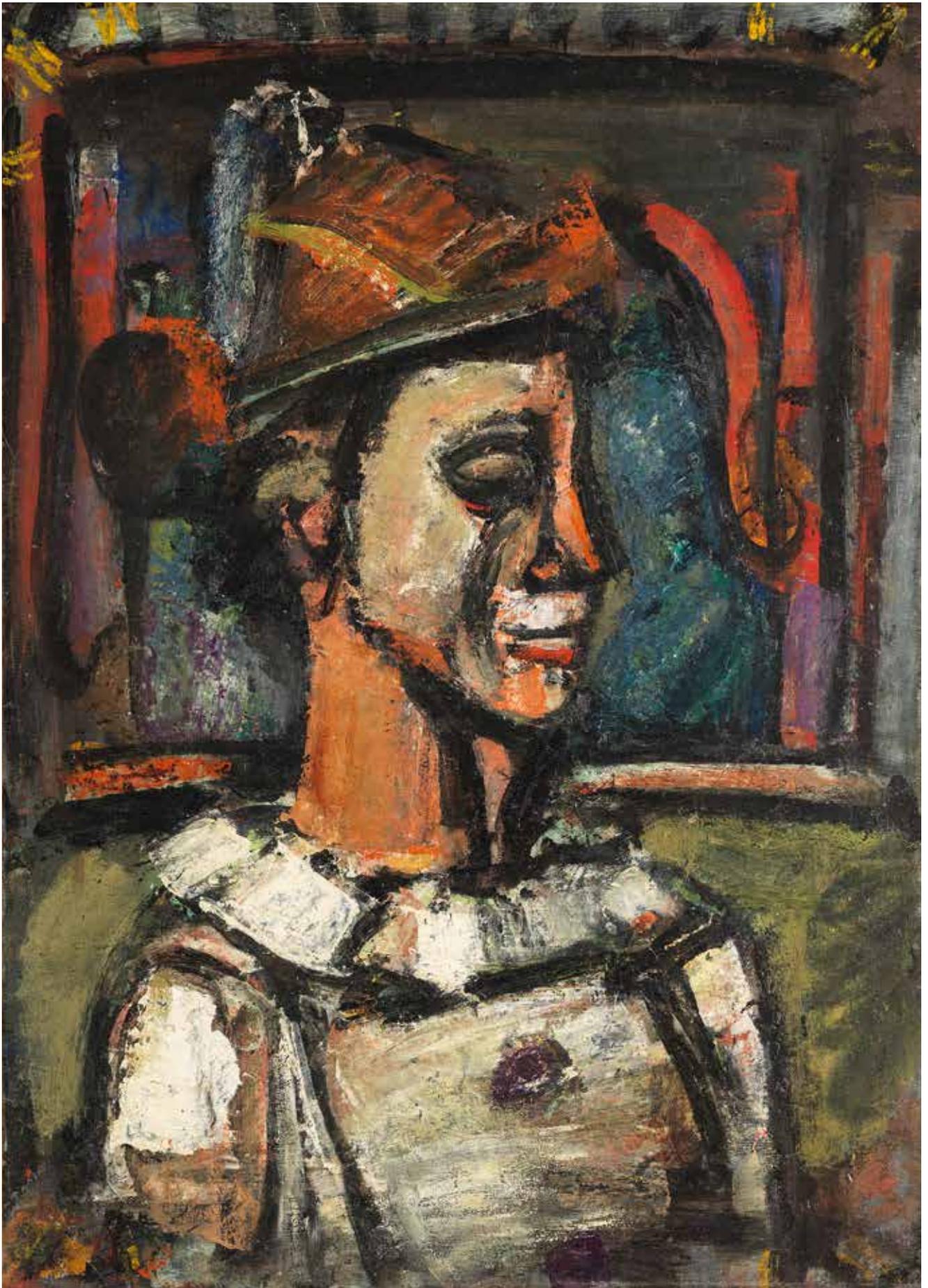
Galerie Ambroise Vollard, Paris (8 July 1939).

Achim Moeller Fine Art, New York.

Liuba & Ernesto Wolf Collection; their sale, Artcurial,

Paris, 1 December 2014, lot 168.

Acquired at the above sale by the present owner.



GEORGES ROUAULT

Clown de profil

Rouault was drawn to the circus and the figure of the clown from childhood, and it was to be a theme he would return to throughout his artistic *oeuvre*, interspersed between depictions of religious motifs, grotesques, prostitutes and landscapes. As a young painter in Paris he frequented the Cirque Médrano which attracted many of the Impressionist artists, but like Picasso, Rouault felt more of an affinity with the less polished travelling fairgrounds of his youth, the nomadic troupes of players who moved from town to town. As well as a celebrated motif in his paintings, Rouault published three collections of prints on the subject, in which he invariably focused on the performers close-up, examining their expression in full, rather than the decorative surroundings in which they played.

Appearing in his work as early as 1902, Rouault would explore the theme of the circus through both group tableaux of players and through solo portraits of the Pierrot, the lover from the Italian *Commedia dell'Arte*, whose stock characters were well known throughout twentieth century France. The cap, white smock and ruff of the Pierrot is donned by the clown of the present work, but instead of the rebuffed lover of the 17th century comedy, in *Clown de profil* Rouault presents us with an ennobled, proud figure. By contrast, Rouault's earliest clowns, such as the haunting *Head of a tragic clown* (1904), illustrated the intrinsic sadness he saw in their lifestyle: an eternal fool living on the outskirts of society, having to present

a painted brave face to the world. It is thought that the artist saw these clowns as a self-portrait, much in the manner of Chagall and Picasso, and it has been suggested that he even imbued his clowns with his own features. The devastating pathos of *Head of a tragic clown* certainly chimes with Rouault's writing in 1905:

'This nomad caravan, parked by the roadside, the old horse grazing on the meagre grass, the old clown sitting in a corner of his caravan in the process of mending his sparkling and gaudy costume, this contrast of brilliant, scintillating objects, made to amuse, and a life of *infinite sadness*... I saw quite clearly that the 'Clown' was me, was us, nearly all of us... This rich and glittering costume, it is given to us by life itself, we are all *more or less* clowns, we all wear a glittering costume, but if we are surprised as I surprised the old clown, oh lord! Who would dare to say that he was not struck, even to the heart, by an immeasurable pity' (Georges Rouault quoted in B. Dorival & I. Rouault, *Rouault: L'oeuvre peint*, Monte Carlo, 1988, p. 40).

Conversely the artist found the roaming lifestyle of the circus troupe appealing, representing freedom and an escape from the social and religious subjects on which he otherwise focussed. Carved with bold outlines and bursting with colour, 'when he paints clowns [...] colors grow rich and resplendent, almost as if the artist, laying aside his crusader's arms for a moment, were relaxing in the light of the

'This contrast of brilliant, scintillating objects, made to amuse, and a life of infinite sadness... I saw quite clearly that the 'Clown' was me, was us, nearly all of us... This rich and glittering costume, it is given to us by life itself... Who would dare to say that he was not struck, even to the heart, by an immeasurable pity'

- Georges Rouault



Georges Rouault

‘Clowns were the dream of Rouault’s life’

- Lionello Venturi



Circus troupe “Fratellini” during a parade in Montmartre, Paris, 1936.



Nicholas Lancret (1690-1743), *The Actors of the Commedia dell'Arte*, 1750, The Louvre, Paris.

sun and letting it flood into his work’ (L. Venturi, *Rouault*, Lausanne, 1959, p. 51). The startling colours of the present work, which are only emphasised by the dark background and contours with which they contrast, illustrate the later trend in Rouault’s work towards a brightening of palette and mood. The intensity and variety of hues is astonishing, with almost fluorescent red curlicues denoting the clown’s cap and lips and the stage beyond, while vivid yellow flecks the upper corners and contrasts with a smattering of cobalt blue; elsewhere speckles of bright purple and lime green contrast against the burnt orange of the figure’s neck, chin and nose. A myriad of colours can be seen in each small segment of the composition.

Thick black outlines separate the lozenges of colour in *Clown de profil* and surely reflect the young Rouault’s time as an apprentice to a glassmaker aged 14, where he assisted in the restoration of medieval stained glass windows. The artist acknowledged the lasting influence this imparted: ‘I was a painter and glass artist, a wonderful memory; it was a brief phase, but it left me with a legendary, epic and if I may say traditionalist mark’ (Georges Rouault quoted in 1925, B. Dorival & I. Rouault, *op. cit.*, p. 9). In what became his signature style, Rouault would go on to adopt strong black contours to define and separate his paintings, breaking his compositions into facets of glowing colour against what appears an otherwise dark background.

The artist’s experience with stained glass windows was appropriate for a young man whose deep-seated religious faith showed itself even in his earliest works as a student. Rouault had a love of Medieval and Gothic art, and through this found an affinity with his tutor at the École des Beaux-Arts, Gustave Moreau. Although Moreau was an

academician whose work displayed restrained colour and an idealised beauty, Rouault developed a close friendship with the teacher and a shared admiration of past Masters and spiritual subjects. His death in 1898 was such a devastating blow to Rouault that he sought refuge in two health retreats where he painted frenetically, focussing on the darker side of society with subjects such as prostitutes and the corrupt justice system. This was a time of violent draughtsmanship, in keeping with his association with the Fauves with whom he showed in 1905. Although not officially a member, parallels can certainly be found in his aggressive slashes of paint and bold palette, although his moral and political subject matter differed from the more decorative landscapes of his peers.

From the harsh realism of these early works, Rouault slowly discovered increasingly simplified, less tangled forms, and a lighter palette - ‘the palette soars and sings, where once it had prowled and slithered in the mud’ (E. A. Jewell, *Georges Rouault*, New York, 1945, n. p.). The weaving network of lines give way to the stronger contours which lend his paintings a certain monumentality. Oil became the artist’s medium of choice over gouache and watercolour from around 1910 onwards, allowing not only a new intensity of colour but also enabling Rouault to constantly rework his pictures. He had a famous reluctance to declare a work finished and would often return to rework a composition frequently and over many years, leading to a heavily textured and tactile surface. Only reluctantly proclaimed to be finished in 1937, the year before the current work was painted, Rouault’s masterpiece *Le Vieux Roi* was worked and reworked for more than 20 years, having first begun in 1916. Just as in *Clown de profil* we see an imposing figure who fills the picture plane in Pharaonic-like profile. The



Pablo Picasso (1881-1973), *Tête d'Arlequin*, 1905, Detroit Institute of Arts, USA.



Georges Rouault (1871-1958), *Le Vieux Roi*, 1937, Carnegie Museum of Art, Pittsburgh.

surface is heavily textured, encrusted, and in places 'appears scarred, even as if it had been slapped on with the painter's hand. It is one of the most monumental works ever produced by the brush of an artist' (P. Courthion, *Georges Rouault*, London, 1978, p. 116). It is said that in 1952 Rouault stood in front of the canvas on display at the Carnegie Institute and murmured 'Yes, here I think I said pretty much what I wanted to say' (Georges Rouault quoted in B. Dorival & I. Rouault, *op. cit.*, p. 131).

In the present work layers and layers of paint shimmer underneath each other, hinting at depths beneath and reminding the viewer of Max Ernst's vibrating *grattages* or the oscillating surface of works such as Jackson Pollock's *Full Fathom Five*. The surface is highly tactile and worked, as ridges of impasto paint applied by brush and palette knife collide with paper edges over the canvas. By the 1930s it seems that method and form have started to overtake Rouault's original social or moral intention for the composition – lozenges of white paint build the clown's ruff and sleeves yet appear to float and hover above the black contours, just as the green-grey profile of his temple and cheek sits on top of the composition, a separate element in its own right.

The close-up composition we see here became more dominant in Rouault's *oeuvre* from the 1920s onwards, as he preferred to focus on single figures rather than larger circus views, reinforcing the essentially solitary nature of the clown. The backdrop and context becomes incidental, and this paring down of non-essential elements was intended to focus the viewer on the essence of the sitter, as the artist expressed in a poem he sent in a letter Edouard Schuré:

'I have the defect (defect perhaps... in any case it causes me abysmal suffering) of leaving no one his glittering costume, be he king or emperor. I want to see the soul of the man in front of me' (Georges Rouault quoted in B. Dorival & I. Rouault, *ibid.*, p. 40).

Clown de profil was painted in 1938-1939, just as Rouault was gaining international recognition following a room solely dedicated to his work at the 1937 Petit Palais *Masters of Independent Art* exhibition and a 1938 exhibition of his prints at MOMA, but this success came as the world was on the brink of war once more. His son and sons-in-law were conscripted, while Rouault retreated to the Côte D'Azur in 1940 before returning to his house in Frenay to find it occupied by Nazi troops. Despite the climate of building political upheaval, his works from the 1930s show a new harmony and sense of contemplation, certainly present in the current work where the clown assumes a monumental or regal bearing, far removed from the pathos of Rouault's early clowns, and instead assumes the role of a spiritual guide. The religious connotations of the stained-glass delineation, together with the nobility of the clown, elevate him to a hybrid of both performer and Christ-like figure.

Clown de profil is a seminal work which foregrounds not only one of Rouault's most identifiable subjects but also showcases his mature painting style, evolved through an increasing use of oil and love of reworking the paint surface; a lightened palette and characteristic bold black contours. The subject of the clown as both common man and religious icon, together with the tactility of the composition, unite to perfectly illustrate Paul Fierens' claim that Rouault 'paints man as a mixture of spirit and clay, of heart and guts' (Paul Fierens quoted in P. Courthion, *op. cit.* p. 255).

PROPERTY FROM A DISTINGUISHED PARISIAN COLLECTION

33 ^{AR}

GEORGES ROUAULT (1871-1958)

...il n'a pas quitté l'Homme d'un pas... du prétoire à la croix ...

signed with the artist's initials 'G R' (lower right)

oil on panel

26.3 x 32cm (10 3/8 x 12 5/8in).

Painted *circa* 1938 - 1939

£50,000 - 70,000

€56,000 - 78,000

US\$64,000 - 90,000

The work is accompanied by a certificate from the late
Madame Isabelle Rouault.

Provenance

Anon. sale, Audap & Mirabaud, Paris, 22 June 2016, lot 126.

Acquired at the above sale by the present owner.

Literature

A. Suarès, *Passion*, Paris, 1939 (illustrated p. 90).



PROPERTY OF A PRIVATE FRENCH COLLECTOR

34 ^{AR}

BERNARD BUFFET (1928-1999)

Le Conquet, le port à marée basse

signed 'Bernard Buffet' (upper right) and dated '1973' (upper left);
inscribed 'Le Conquet Le port à marée Basse Finistere [sic] J.I.j.'
(verso)

oil on canvas

89 x 130.2cm (35 1/16 x 51 3/16in).

Painted in Finistère in 1973

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 190,000

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

Provenance

Galleria Luigi Bellini, Florence.

Private collection, France.



PROPERTY FROM A DISTINGUISHED AUSTRIAN COLLECTION

35 ^{AR}

KARL HOFER (1878-1955)

Liegender Mädchenakt vor Fenster mit Berglandschaft

signed with the artist's monogram (lower right)

oil on canvas

39 x 61cm (15 3/8 x 24in).

Painted *circa* 1939 - 1940

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 190,000

Provenance

Private collection, Berlin.

Anon. sale, Leo Spik KG, Berlin, 21 October 2004, lot 128.

Galerie Wolfgang Roth, Berlin.

Private collection, Austria (acquired from the above in December 2004).

Literature

K. B. Wohlerl & M. Eisenbeis, *Karl Hofer, Werkverzeichnis der Gemälde*, Vol. II, Cologne, 2007, no. 1427 (illustrated p. 268).



KARL HOFER

Liegender Mädchenakt vor Fenster mit Berglandschaft

Painted at the outbreak of the Second World War between 1939 and 1940, *Liegender Mädchenakt vor Fenster mit Berglandschaft* was realised at a time of great hardship for Karl Hofer. The 1920s had seen Hofer securing institutional recognition and commercial success with his professorship at the Kunsthalle in Charlottenburg, Berlin, alongside a contract with the celebrated gallerist Alfred Flechtheim, but the 1930s and 1940s were to usher in a decisively more challenging phase for this already mature artist. Following retrospectives of Hofer's paintings to mark his fiftieth birthday in 1928, and a subsequent solo show in 1931, Hofer's work was deemed 'degenerate' by the National Socialist regime shortly after they came to power and he was summarily dismissed from his teaching-post in 1934. Forbidden to paint or to exhibit, some 311 paintings by Hofer were confiscated from German Museums by the Nazi authorities, a number of which were exhibited in the notorious 'Entartete Kunst' exhibition of 1937 in Munich.

‘Everything to be experienced bases itself not so much in diversity but in the intensity of the experience, often in quite ordinary life’

- Karl Hofer

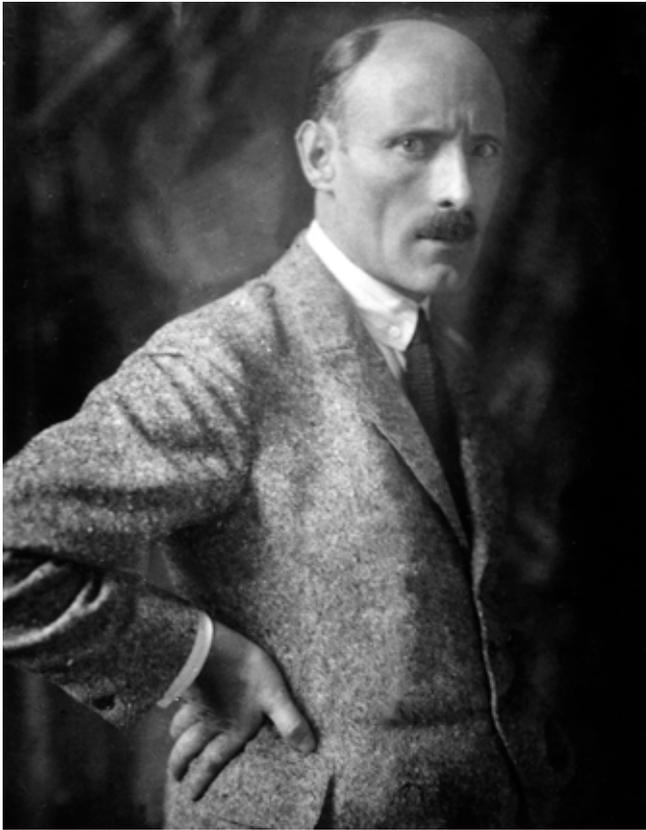
Against this devastating background and in contravention to the prohibition on his painting, Hofer remained remarkably prolific; employing an act of creative defiance despite the public denigration of his work. *Liegender Mädchenakt vor Fenster mit Berglandschaft*, was executed during these troubled years and illustrates many of the themes and influences which thus far had defined Hofer's style. Yet, as with many others from this period, he instils the work with deeper symbolic meaning and gestures towards a sense of contemporary malaise.

Depicting a reclining nude set against an Italianate landscape, the present painting immediately recalls the Classical influences which shaped Hofer's nascent career. During his studies at the Art Academy in Karlsruhe, Hofer was inspired by the work of the Swiss Symbolist painter Arnold Böcklin. Known as one of the 'German Romans', Böcklin imbued Italian landscapes with a German Romantic spirit, instilling cypress trees and rocky outcrops with a sense of melancholy, mystery and timelessness in a manner akin to Caspar David Friedrich. Later, Hofer was introduced to the work of the 19th Century German painter Hans von Marées, whose classical style and depiction of mythological subjects prompted Hofer to spend a couple of years in Rome. Like Marées, who had also spent time in Italy studying the Old Masters, Hofer began to employ Classical Arcadian themes within his painting from 1903, yet in contrast to the naturalistic techniques of his mentors, Hofer conveyed his scenes through distinctively modern means.

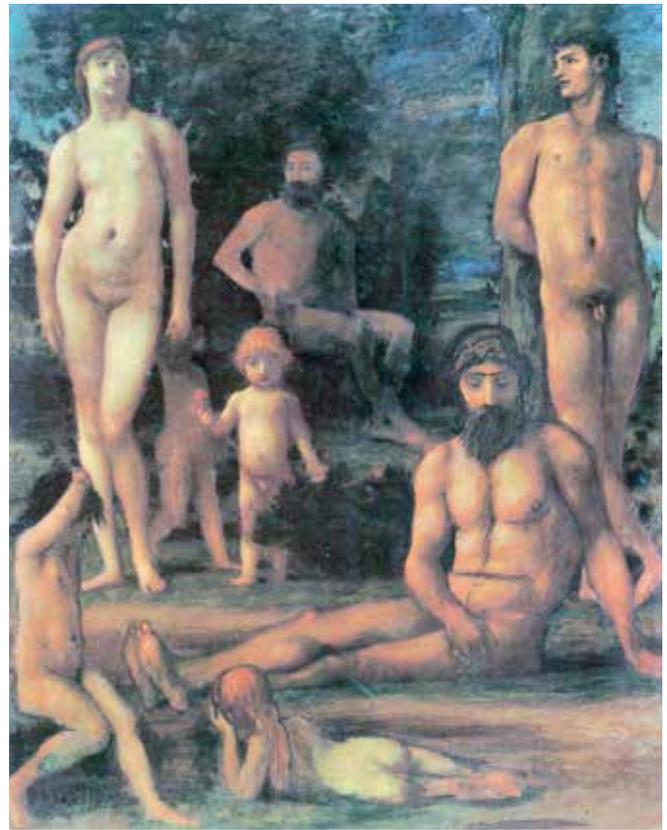
Inspired by the naïve work of Henri Rousseau, and in accordance with the simplified forms, bold palette and strong contours of the German Expressionists, Hofer distilled his compositions to their essentials. While never associated with German Expressionist movement, he shared their desire to express the world from a subjective perspective rather than depicting an accurate representation of reality. After a



Giorgione (1477/8-1510) later completed by Titian (1488-1576), *Sleeping Venus*, c. 1509, Gemäldegalerie, Dresden.



Frieda Reiss (1890-1955), *Portrait of the artist Karl Hofer*, 1928, Ullstein bild Collection.



Hans von Marées (1837-1887), *Goldenes Zeitalter II*, c. 1880, Neue Pinakothek, Munich.

visit to Hofer's studio in 1909, Auguste Macke enthused about his admiration for the artist, a reaction which was likely prompted by an appreciation of their shared expressive aims: 'Hofer is a very impressive painter; he is of huge talent and appeared almost euphoric. I am not easily impressed by a living artist, but he really struck me as a person and as an artist' (August Macke in a letter to Sofie Gerhard, Paris, 13th October 1909, quoted in H. Garnerus, *Karl Hofer 1878-1955, Exemplarische Werke, Sammlung Hartwig Garnerus*, Heidelberg, 1998, p. 20).

As seen in the present work, it is through a purification of form and subject that Hofer is able to heighten the subjective intensity of his composition to provoke an emotional reaction. Appearing to cast the scene in the genre of the erotic mythological pastoral, we are immediately reminded of Giorgione and Titian's seminal work, *Sleeping Venus*; both nudes are reclined, propped on sheets or drapery with a classical background beyond. Yet, through a reconfiguration of the genre's conventions, Hofer is able to jolt the viewer into a new perspective.

In contrast to Giorgione's passive and peaceful figure, Hofer's subject is unquestionably active. She sits alertly, her pose rigid, and appears to fix her gaze at something in the middle distance, the sombre expression and typically black eyes lending the woman a somewhat troubled air. Her sexuality is also diminished, gone are the soft curves and delicate contours of Venus, replaced instead by an angular, sharp edged figure who appears hollow-cheeked and gaunt – decisively not a woman of mythology but rather a contemporary woman experiencing the privations of war-time Germany. Despite referencing the Italianate landscape, Hofer is also careful to situate his subject in a different context. *Liegender Mädchenakt vor Fenster mit Berglandschaft* is crucially not an Arcadian scene. Rather than placing the woman within nature, she is portrayed in a stark, domestic interior. In fact, the contrast between the dark, unpainted walls of the

modest room and brilliant blue tones of landscape beyond, make the viewer question the verity of the scene – does the landscape reality exist? Or is it simply a painterly trick or an imaginative construction to emphasise the disparity between past and present, the Acadian idyll and contemporary adversity.

Hofer repeated the format of the present composition many times both before and after painting *Liegender Mädchenakt vor Fenster mit Berglandschaft*. This iterative process allowed him to explore the possibilities of the scene, in which details could be altered to imbue the work with a variety of meanings. The closest comparable to the present work is a larger canvas entitled *Liegender Mädchenakt vor Fenster mit Palman* painted in 1941. In this painting, the composition remains almost identical to the present work save for three small details. Most notably, Hofer has here disposed of the classical landscape and substituted it with a tropical view of palm trees. Meanwhile, to integrate the entire composition within this context, Hofer has painted a slated overhanging roof visible to the top of the window and echoed the motif of tropical flora to the sheets beneath the figure. The setting here is decisively in the East, far from war-torn Europe. The landscape no longer functions as a marker of genre or contrast, but rather serves to locate his subject in another world altogether. A desire which would have been particularly powerful for Hofer at the time. In 1941, Mathilde Hofer, the artist's estranged wife, was denounced as a Jew by Gestapo informants and sent to her death at Auschwitz.

This work, as with *Liegender Mädchenakt vor Fenster mit Berglandschaft*, is testament to Hofer's creative resilience and enduring expressive force. By drawing upon Classical themes but anchoring his subjects in 'ordinary life' Hofer is able to reference the present moment while also lending his subjects a timeless quality. Fundamentally, it is this representation of common human experience outside the confines history of which allows his paintings to resonate, and to touch contemporary viewers long after their creation.

36 ^{AR}

KURT SCHWITTERS (1887-1948)

Untitled (Lake Windermere)

signed with the artist's initials and indistinctly dated 'KS 46'

(lower right)

oil on board

31.9 x 38.5cm (12 9/16 x 15 3/16in).

Painted in 1946

£8,000 - 12,000

€8,900 - 13,000

US\$10,000 - 15,000

Provenance

Ida 'Jill' Blundell Collection, Sussex (a gift from the artist).

Thence by descent to the present owners.

Literature

K. Orchard & I. Schulz, *Kurt Schwitters, catalogue raisonné 1937 - 1948*, Hannover, 2006, no. 3283 (illustrated p.537).

The present work was painted during the artist's exile in England and is distinguished by important early provenance. The first owner was the sister of Edith 'Wantee' Thomas who was Schwitters's beloved companion with whom he spent the last decade of his life. Forced to flee Nazi Germany in 1937 and then Norway in 1940, Kurt Schwitters moved to London following his release from the Hutchinson Internment Camp in 1941. Schwitters first visited the Lake District, a mountainous region in North West England in 1942, and moved there permanently in 1945 with Edith who was later to manage his estate after his death.

Painted in the years following his move to Cumbria, *Untitled (Lake Windermere)* depicts the lakeside region near the small town of Ambleside where Schwitters and Edith settled. Schwitters's gifted the painting to Edith's sister, Ida Blundell, and it has remained with the family ever since.



37

LÁSZLÓ MOHOLY-NAGY (1895-1946)

Porträt eines Mannes

signed 'Moholy-Nagy' (upper right)

charcoal and pencil on card

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

Executed *circa* 1919 - 1920

£4,000 - 6,000

€4,400 - 6,700

US\$5,100 - 7,700

The authenticity of this work has kindly been confirmed by the Moholy-Nagy Estate.

Provenance

Private collection, UK.



PROPERTY FROM A PRIVATE SANTA MONICA COLLECTION

38 * AR

MAX ERNST (1891-1976)

Chéri Bibi

signed 'max ernst' (verso), numbered '58/175' and stamped with the Valsuani foundry mark (on the base)

bronze with black patina

32.8cm (12 15/16in) high.

Conceived in 1973 in a numbered edition of 175;

this bronze version cast at a later date.

£7,000 - 10,000

€7,800 - 11,000

US\$9,000 - 13,000

The authenticity of this work has kindly been confirmed by Dr. Jürgen Pech. This work will be included in the forthcoming Vol. VIII of the Max Ernst *catalogue raisonné*, currently being prepared.

Provenance

Private collection.

Anon. sale, Christie's, New York, 28 August 2012, lot 18.

Private collection, Santa Monica (acquired at the above sale).

Literature

Exh. cat., *Max Ernst, Sculpture 1934 - 1974*, New York, 1987

(another cast illustrated p. 44).

Exh. cat., *Max Ernst, The Sculpture*, Edinburgh, 1990 (another cast illustrated no. 56).

Exh. cat., *Max Ernst Skulptur*, Malmö, 1995 (another cast illustrated p. 177).

Exh. cat., *Max Ernst*, Rivoli, 1996 (another cast illustrated p. 184).

Exh. cat., *Max Ernst, Esculturas, obras sobre papel, obras gráficas*, São Paulo, 1997 (another cast illustrated p. 99).

Exh. cat., *Max Ernst, Skulpturen*, Klagenfurt, 1997 (another cast illustrated p. 139).

Exh. cat., *Max Ernst, Skulpturen*, Dusseldorf, 1998 (another cast illustrated p. 183).

Exh. cat., *Max Ernst, esculturas sculptures*, Lisbon, 1999 (another cast illustrated p. 87).

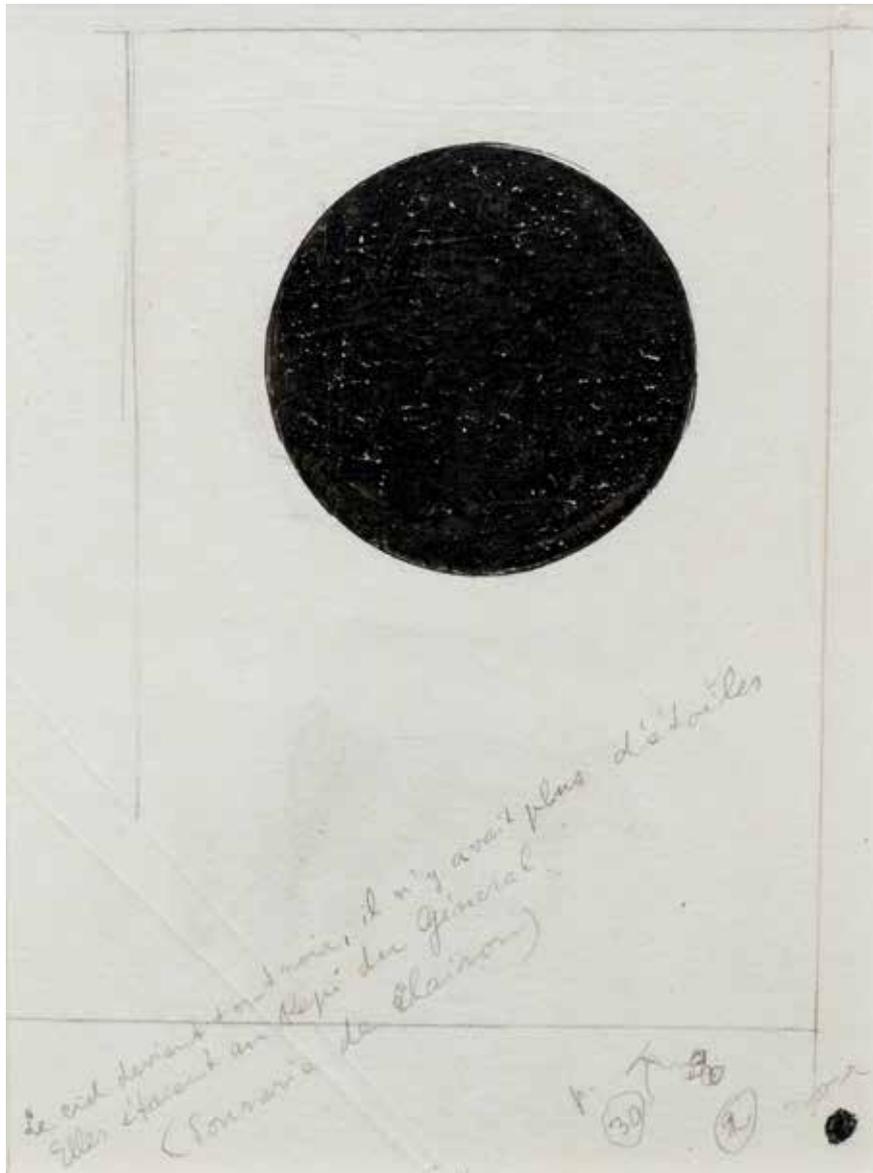
W. Spies, exh. cat., *Max Ernst, Sculptures, Maisons, Paysages*, Paris, 1998 (another cast illustrated p. 183).

Exh. cat., *Max Ernst, The Surrealist Universe in Sculpture, Painting and Photography*, Tokyo, 2000 (another cast illustrated p. 78).

Exh. cat., *Max Ernst*, Okazaki, 2001 (another cast illustrated p. 149).

J. Pech, *Max Ernst, Plastische Werke*, Cologne, 2005 (another cast illustrated pp. 206 - 207).





39 AR

MAX ERNST (1891-1976)

La ballade du soldat

inscribed 'Le ciel devient tout noir, il n'y avait plus d'étoiles,

Elles étaient au képi du Général (Sonnerie de Clairon)' (lower centre)

and further indistinctly inscribed (lower right)

frottage, orange pencil, black wax crayon and pencil on tracing paper

26.7 x 20cm (10 1/2 x 10 1/2in) (within the mount)

Executed in 1972

£3,500 - 5,500

€3,900 - 6,100

US\$4,500 - 7,100

The authenticity of this work has kindly been confirmed by
Dr. Jürgen Pech.

Provenance

Galerie Alphonse Chave, Vence, no. 9480.

Acquired from the above by the present owner.

This work is a preparatory drawing for the lithograph on page 71 of
La ballade du soldat, published by Pierre Chave on 17 June 1972.



40^{AR}

ÓSCAR DOMÍNGUEZ (1906-1957)

Taureau

signed and dated 'Dominguez 51' (lower right)

oil on canvas

15.9 x 24cm (6 1/4 x 9 7/16in).

Painted in 1951

£8,000 - 12,000

€8,900 - 13,000

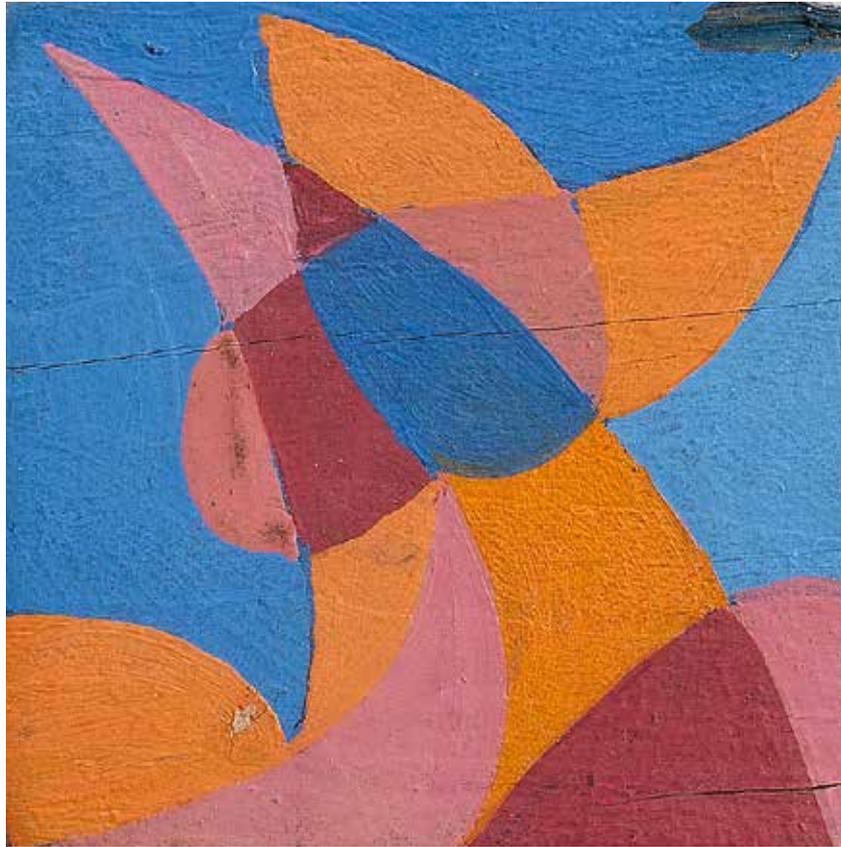
US\$10,000 - 15,000

Provenance

Galería Guillermo de Osma, Madrid, no. 1570.

Private collection, Barcelona (acquired from the above).

The authenticity of this work has kindly been confirmed by the Advisory Committee of experts in defense of the work of Óscar Domínguez (CEDOOC).



41 ^{AR}

GIACOMO BALLA (1871-1958)

Compenetrazioni iridescenti

oil on panel

6.5 x 6.5cm (2 9/16 x 2 9/16in).

£4,000 - 6,000

€4,400 - 6,700

US\$5,100 - 7,700

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

Provenance

Buccellati Collection, Italy (a gift from the artist).

Thence by descent to the present owner.



42 AR

FRANCESCO CANGIULLO (1884-1977)

Lettera d'amore

signed, inscribed and dated 'Cangiullo: "Lettera d'amore" - 1° originale - 1913' (lower centre)

watercolour, brush, ink and pencil on squared paper

24.2 x 20.8cm (9 1/2 x 8 3/16in).

Executed in 1913

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

The authenticity of this work has kindly been confirmed by Prof. Luigi Sansone.

Provenance

Anon. sale, Sotheby's, Monaco, 17 June 1990, lot 1182.

Private collection, Italy (acquired at the above sale).

Exhibited

(Probably) Milan, Galleria Centrale d'Arte, *Grande esposizione nazionale futurista*, 1919, no. 387.

PROPERTY FROM THE ESTATE OF THE ARTIST

43 AR

MINO DELLE SITE (1914-1996)

a) *Genio*

signed and dated 'DELLE SITE 32' (lower centre), inscribed 'GENIO' (lower right) and numbered '30' (upper right)
watercolour on paper

11.3 x 8.9cm (4 7/16 x 3 1/2in).

Executed in 1932

b) *Adamo-Eva*

signed and dated 'DELLE SITE 32' (lower left), inscribed 'ADAMO-EVA' (lower right) and numbered '29' (upper right)
watercolour on paper

11.3 x 8.9cm (4 7/16 x 3 1/2in).

Executed in 1932

c) *Creazione del mondo*

signed, inscribed and dated 'DELLE SITE. D 32' (lower left), inscribed 'CREAZIONE DEL MONDO' (lower right) and numbered '14' (upper right)

watercolour on paper

8.9 x 11.3cm (3 1/2 x 4 7/16in).

Executed in 1932

£5,000 - 7,000

€5,600 - 7,800

US\$6,400 - 9,000

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

Provenance

The artist's studio.

Private collection, Rome (by descent from the above).

Exhibited

Lecce, Sala del Circolo Cittadino, *Mostra Personale di Pittura Futurista Mino Delle Site*, February 1933.

Rome, Associazione Culturale Athenaeum N.A.E., *Retrospettiva di Mino Delle Site*, 1997.

Bari, Castello Svevo, *Verso le avanguardie, gli anni del Futurismo in Puglia 1909 - 1944*, 20 June - 30 August 1998 (later travelled to Taranto & Lecce).

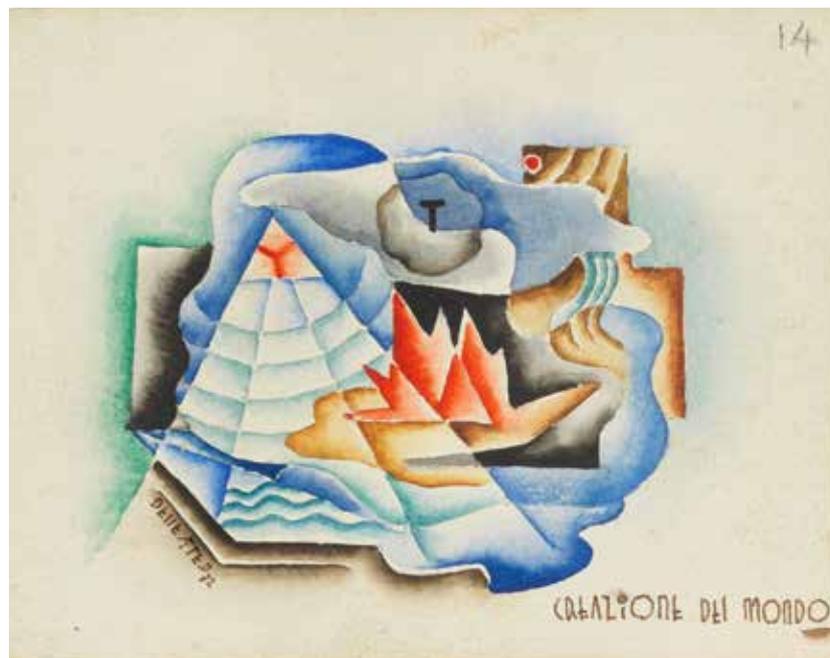
Warsaw, Włoski Instytut Kultury, *Mino Delle Site, alle radici dell'Aeropittura 1931 - 1934*, June - September 2001, no. 29 (*Creazione del mondo*), no. 44 (*Adamo-Eva*) & no. 45 (*Genio*), (later travelled to Krakow).

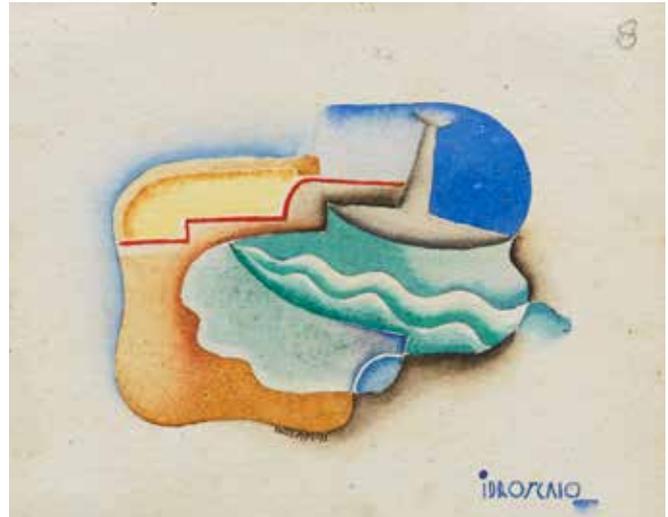
Lecce, Museo Provinciale, *Mino Delle Site*, 19 October - 16 November 2006, no. 60 (*Creazione del mondo*), no. 68 (*Adamo-Eva*) & no. 69 (*Genio*) (later travelled to Rome).

Rome, Farnesina, Ministero degli Affari Esteri, *Mino Delle Site, Futurismo fra Arte e Tecnologia nel Centenario*, 20 October - 10 November 2009.

Literature

C. L. Delle Site, *Mino Delle Site, Centenario*, e-book, 2014 (*Creazione del mondo, Adamo-Eva & Genio* illustrated).





PROPERTY FROM THE ESTATE OF THE ARTIST

44 AR

MINO DELLE SITE (1914-1996)

a) *Aeroporto*

signed, inscribed and dated 'DELLE SITE. D 32' (lower centre), inscribed 'AEROPORTO' (lower right) and numbered '2' (upper right) watercolour on paper

9 x 11.4cm (3 9/16 x 4 1/2in)

Executed in 1932

b) *Idroscalo*

signed and dated 'DELLE SITE 32' (lower left), inscribed 'IDROSCALO' (lower right) and numbered '8' (upper right) watercolour on paper laid down on black card

8.9 x 11.5cm (3 1/2 x 4 1/2in)

Executed in 1932

£4,000 - 6,000

€4,400 - 6,700

US\$5,100 - 7,700

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

Provenance

The artist's studio.

Private collection, Rome (by descent from the above).

Exhibited

Lecce, Sala del Circolo Cittadino, *Mostra Personale di Pittura Futurista Mino Delle Site*, February 1933.

Rome, Associazione Culturale Athenaeum N.A.E., *Retrospettiva di Mino Delle Site*, 1997.

Bari, Castello Svevo, *Verso le avanguardie, gli anni del Futurismo in Puglia 1909 - 1944*, 20 June - 30 August 1998 (later travelled to Taranto & Lecce).

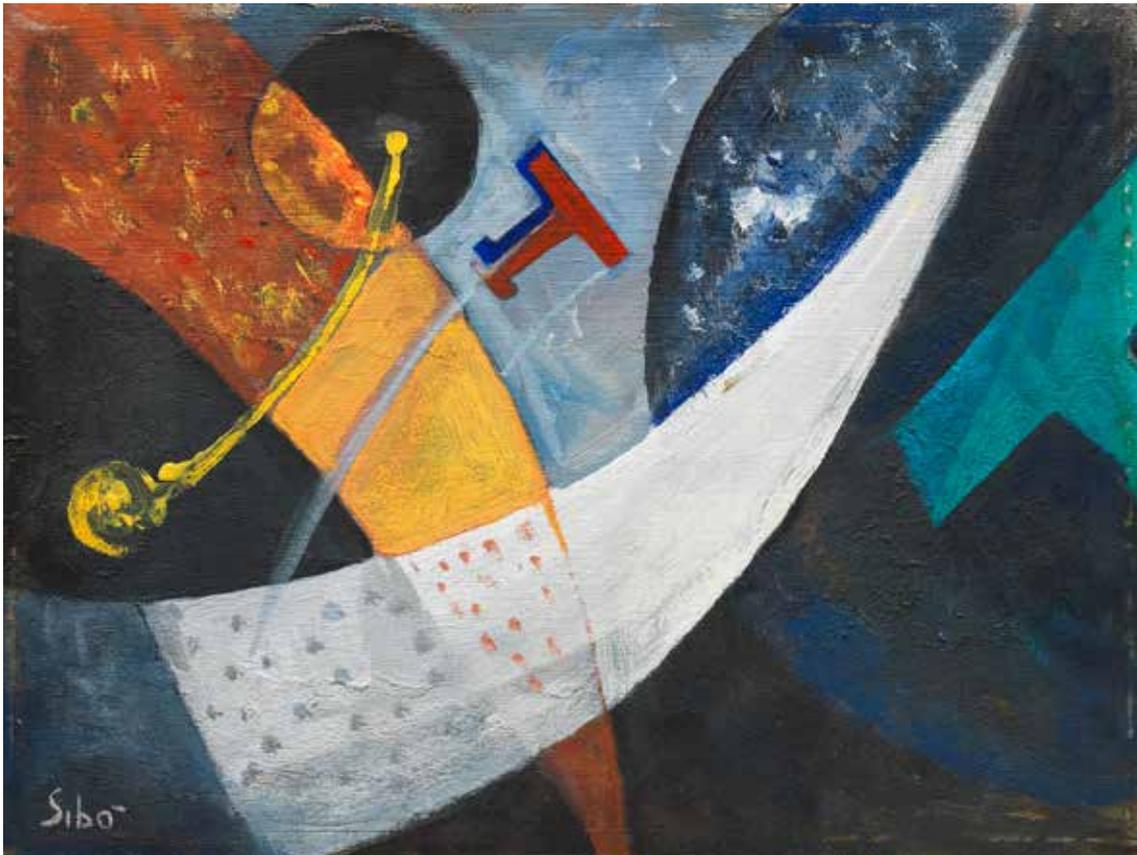
Warsaw, Włoski Instytut Kultury, *Mino Delle Site, alle radici dell'Aeropittura 1931 - 1934*, June - September 2001, no. 18 (*Aeroporto*) & no. 24 (*Idroscalo*), (later travelled to Krakow).

Lecce, Museo Provinciale, *Mino Delle Site*, 19 October - 16 November 2006 (later travelled to Rome).

Rome, Farnesina, Ministero degli Affari Esteri, *Mino Delle Site, Futurismo fra Arte e Tecnologia nel Centenario*, 20 October - 10 November 2009.

Literature

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



45 AR

SIBÒ (PIERLUIGI BOSSI, 1907 - 2000)

Voli notturni

signed 'Sibò' (lower right); signed, inscribed and dated
'Voli notturni Sibò 42' (verso)

gouache on plywood

18 x 24.1cm (7 1/16 x 9 1/2in).

Executed in 1942

£3,000 - 5,000

€3,300 - 5,600

US\$3,900 - 6,400

The authenticity of this work has kindly been confirmed by
Dott.ssa Simona Bossi.

Provenance

The artist's estate.

Literature

Exh. cat., *Littoria - Sibò*, Rome, 2018 (illustrated p. 56).



46 AR

GIULIO D'ANNA (1908-1978)

Aerei in picchiata + aeroporto
signed 'GIULIO D'ANNA FUTURISTA' (lower right)
oil on canvas
139.9 x 132.5cm (55 1/16 x 52 3/16in).
Painted circa 1931 - 1932

£50,000 - 70,000

€56,000 - 78,000

US\$64,000 - 90,000

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

Provenance

Private collection, Messina.
Zammit Collection, Malta.
Galleria Diomedea, Palermo.
Private collection, Italy (acquired from the above).

Exhibited

Syracuse, Galleria d'Arte La Palma, 1980.





47 AR

GIULIO D'ANNA (1908-1978)

Aerei in picchiata + aeroporto
signed 'G. D'ANNA' (lower left)
gouache and pencil on buff paper
59.6 x 45cm (23 7/16 x 17 11/16in).
Executed circa 1931

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

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

Provenance

Galleria Diomedea, Palermo.
Private collection, Italy (acquired from the above).



48 AR

ALESSANDRO BRUSCHETTI (1910-1980)

Voli aerei sulla campagna

signed and dated 'A Bruschetti 1936' (lower right)

oil on canvas

40.8 x 51.4cm (16 1/16 x 20 1/4in).

Painted in 1936

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Private collection, Latina (a gift from the artist).

Thence by descent.

Acquired from the above by the present owner.

The authenticity of this work has kindly been confirmed by Dott.ssa Margherita Bruschetti, and is registered in the Alessandro Bruschetti Archives.

49^{AR}

GIULIO D'ANNA (1908-1978)

Il popolo d'Italia

signed and inscribed 'G. D'ANNA AEROPITTORE' (lower left)

oil and collage on cardboard

60 x 74.5cm (23 5/8 x 29 5/16in).

Painted between 1934 - 1935

£25,000 - 35,000

€28,000 - 39,000

US\$32,000 - 45,000

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

Provenance

Impellizzeri Collection, Catania (acquired directly from the artist circa late 1930s).

Galleria Diomedea, Palermo (acquired from the above circa late 1990s).

Private collection, Italy (acquired from the above).





50 ^{AR}

ROBERTO MARCELLO BALDESSARI (1894-1965)

Dinamismo di un paesaggio

signed with the artist's initials 'R.M.B.' (lower right)

oil on board

26.7 x 36cm (10 1/2 x 14 3/16in).

Painted in 1915

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

The authenticity of this work has kindly been confirmed by the Archivio Unico per il Catalogo delle Opere Futuriste di Roberto Marcello Baldessari. This work will be included in the forthcoming Roberto Marcello Baldessari *catalogue raisonné*, currently being prepared.

Provenance

Alfred Hess Collection, Zurich.

Galleria Arte Centro, Milan, no. 9130.

Private collection, Milan (acquired from the above in the early 2000s).

Exhibited

Milan, Archivio Arte Centro, *Futurismo e Aeropittura, velocità e dinamismo dal Trentino alla Sicilia*, 2009, no. 53.



51 ^{AR}

ROBERTO MARCELLO BALDESSARI (1894-1965)

Venditrice di angurie

signed with the artist's initials 'R.M.B.' (lower right)

oil and pastel on board

49.8 x 39.7cm (19 5/8 x 15 5/8in).

Painted circa 1917

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000

Provenance

Galleria Arte Centro, Milan, no. 8855.

Private collection, Milan (acquired from the above in the early 2000s).

Exhibited

Milan, Archivio Arte Centro, *Futurismo e Aeropittura, velocità e dinamismo dal Trentino alla Sicilia*, 2009, no. 65 (titled 'Erbivendola'; with incorrect dimensions 50 x 60cm).

Literature

M. Scudiero, *R. M. Baldessari, Opere futuriste 1914 - 1923*, Milan, 2001, no. 49 (illustrated p. 33; titled 'Erbivendola'; with incorrect dimensions 50 x 60cm).



52^{AR}

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Portrait de jeune fille
signed 'Foujita' (lower right)
pencil on *Japon nacré* paper
23.4 x 17cm (9 3/16 x 6 11/16in).

£1,800 - 2,200

€2,000 - 2,400

US\$2,300 - 2,800

The authenticity of this work has kindly been confirmed by
Madame Sylvie Buisson.

Provenance

Succession Kimiyo Foujita; her sale, Cornette de Saint-Cyr,
Paris, 9 December 2013, lot 417.
Private collection, UK (acquired at the above sale).



53^{AR}

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Jeune beauté

signed, inscribed and dated '23-4-1951 Foujita Pour Casa'

(lower left)

pencil on *Japon nacré* paper

25.2 x 15.8cm (9 15/16 x 6 1/4in).

Executed on 23 April 1951

£3,000 - 5,000

€3,300 - 5,600

US\$3,900 - 6,400

Provenance

Succession Kimiyo Foujita; her sale, Cornette de Saint-Cyr, Paris, 27 March 2013, lot 645.

Private collection, UK (acquired at the above sale).

The authenticity of this work has kindly been confirmed by Madame Sylvie Buisson.

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.

54 * AR

JEAN DUFY (1888-1964)

Chevaux en liberté

signed 'Jean Dufy' (lower right)

gouache and watercolour on paper laid down on canvas

45 x 59cm (17 11/16 x 23 1/4in).

£25,000 - 35,000

€28,000 - 39,000

US\$32,000 - 45,000

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

Provenance

Anon. sale, Sotheby's, Chicago, 12 June 2001, lot 967.



55 *AR

LOUIS VALTAT (1869-1952)

Dahlias, cruche verte

signed with the artist's initials 'L.V.' (lower left)

oil on canvas

73 x 60cm (28 3/4 x 23 5/8in).

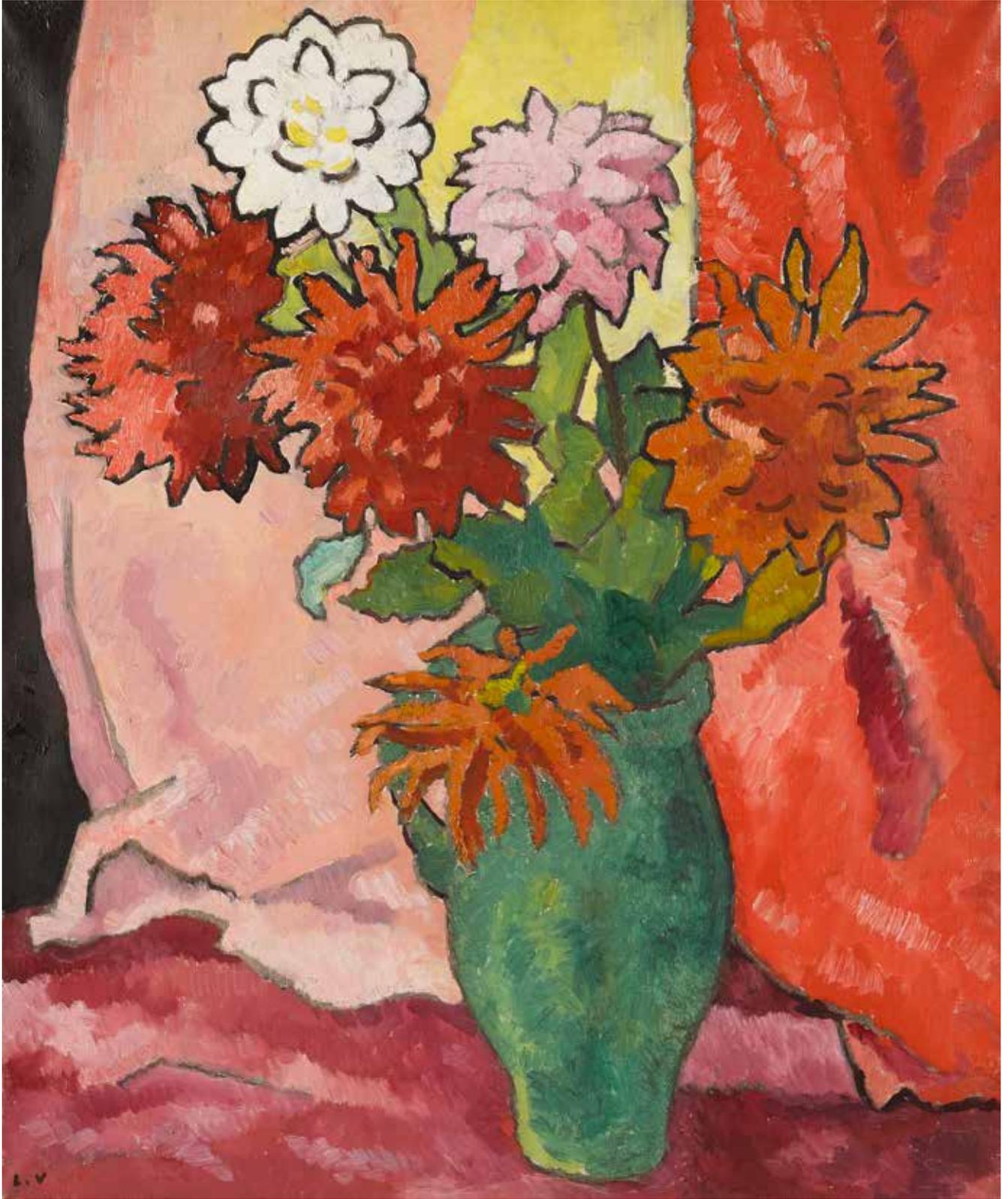
Painted *circa* 1942

£50,000 - 70,000

€56,000 - 78,000

US\$64,000 - 90,000

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



PROPERTY OF A PRIVATE FRENCH COLLECTOR

56^{AR}

MAURICE DE VLAMINCK (1876-1958)

L'église du village

signed 'Vlaminck' (lower left)

oil on canvas

65 x 81cm (25 9/16 x 32 5/16in).

Painted *circa* 1927

£60,000 - 80,000

€67,000 - 89,000

US\$77,000 - 100,000

The authenticity of this work has kindly been confirmed by the Wildenstein Plattner Institute. This work will be included in the forthcoming *Maurice de Vlaminck Digital Critical Catalogue*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

Provenance

Galerie Bernheim-Jeune, Paris, no. 24620.

Galerie de l'Art Moderne (M. Amante), Paris.

Private collection, Paris (*circa* 1950);

their sale, Drouot Richelieu, Paris, 25 March 1992.

Private collection, France.





57

CAMILLE PISSARRO (1830-1903)

Gossip at Sunset

signed with the artist's initials 'C.P.' (lower right)

pen and brown ink and pencil on buff paper

25.9 x 20cm (10 3/16 x 7 7/8in).

Executed between 1885 - 1890

£3,000 - 5,000

€3,300 - 5,600

US\$3,900 - 6,400

Dr. Joachim Pissarro has kindly confirmed that this work will be included in the forthcoming Camille Pissarro *catalogue raisonné* of Drawings and Watercolours.

Provenance

Esther Pissarro-Levi Bensusan Collection, UK.

Orovida Camille Pissarro Collection, UK (a gift from the above in December 1948).

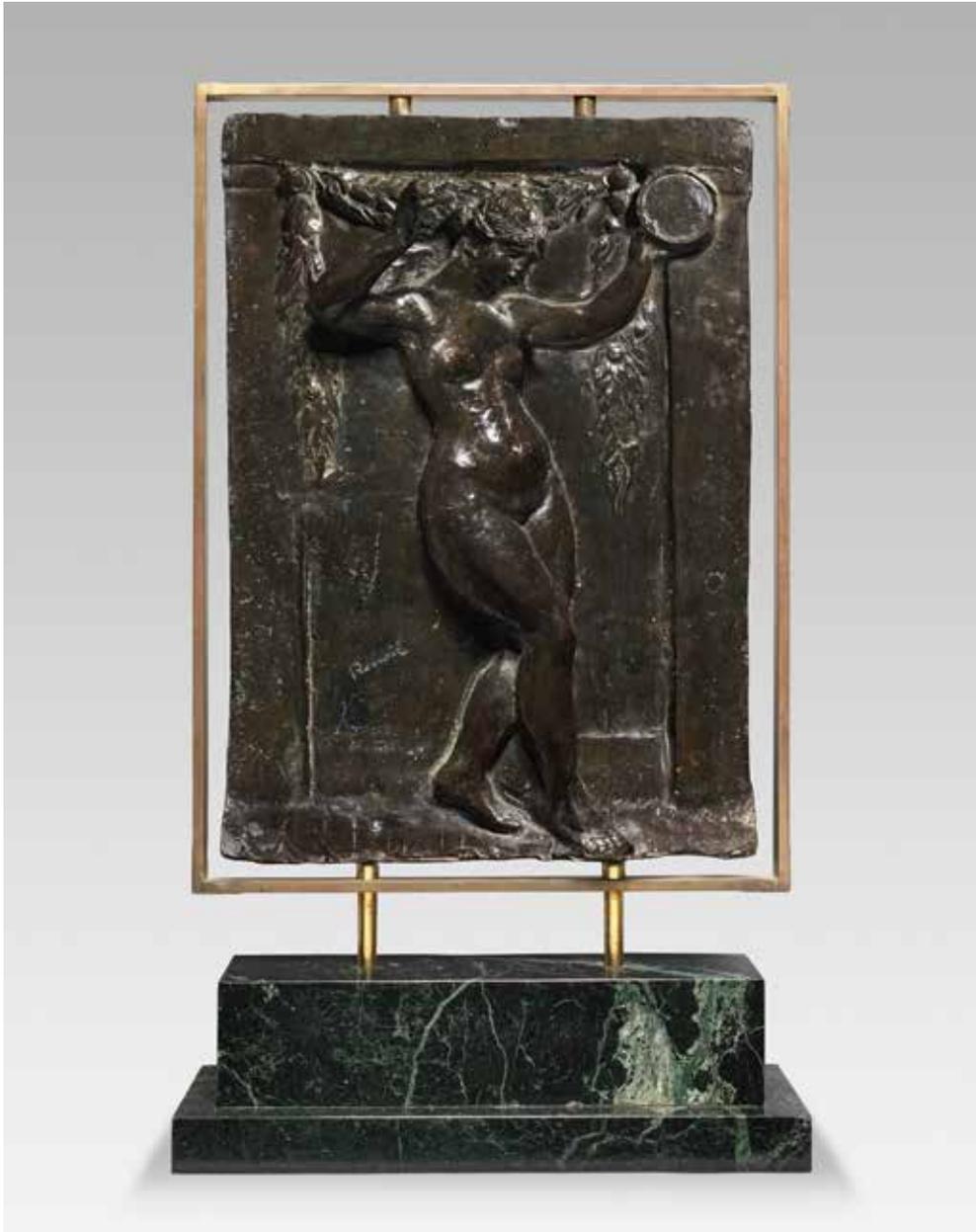
Marion Leigh Collection, UK (a gift from the above in 1966).

Thence by descent to the present owner.

Gossip at Sunset presents a rural sunset scene centred on a male and female farmhand in deep discussion. The facial expression of the latter, along with the general draughtsmanship and handling, give the work an emotional charge and great intensity. The feeling behind the present work makes it very similar to a series of 28 pen and ink drawings that Camille Pissarro completed between 1885 - 1890, titled *Turpitudes sociales*.

Turpitudes sociales was intended to educate Camille's nieces, Esther and Alice Isaacson, about the horrors of modern capitalist society and the series was to depict 'the most shameful ignominies of the bourgeoisie.' Often the drawings were accompanied by short paragraphs from the anarchist press, most frequently from *La Révolte*, formerly *Le Révolté*, which revealed Pissarro's sympathy with the anarchist movement.

Whilst the present work is not a part of the final album, it is most likely a study, done in connection to *Turpitudes sociales* and therefore completed between 1885 - 1890. After its completion, the work found itself in the possession of Orovida Pissarro, the only child of Camille's eldest son Lucien, after it was given to her by her mother. This can be seen by the initials O.C.P. in the lower right corner of the work.



58

**AFTER PIERRE-AUGUSTE RENOIR (1841-1919)
AND LOUIS MOREL (1887-1975)**

Danseuse au tambourin I

signed 'Renoir' (lower centre left), stamped with the foundry mark and numbered '16/20 Cire C. Valsuani Perdue' (lower left)
bronze with reddish-brown patina

62 x 44.1cm (24 7/16 x 17 3/8in) (without the base)

Conceived in plaster in 1918 and cast in bronze in 1950 in an edition of 20.

£8,000 - 12,000

€8,900 - 13,000

US\$10,000 - 15,000

Provenance

Zwemmer Gallery, London.

Thence by descent to the present owners.

Literature

P. Haesaerts, *Renoir Sculptor*, New York, 1947, no. 22
(terracotta version illustrated pl. XLIV).

B. Ehrlich White, *Renoir, his life, art and letters*, New York, 1984
(terracotta version illustrated p. 277).



59

ALBERT LEBOURG (1849-1928)

Les Étangs à Mortefontaine en automne

signed 'a. Lebourg.' (lower right)

oil on canvas

39.5 x 72.2cm (15 9/16 x 28 7/16in).

Painted in 1894

£6,000 - 8,000

€6,700 - 8,900

US\$7,700 - 10,000

The authenticity of this work has kindly been confirmed by
Monsieur François Lespinasse.

Provenance

Arthur Tooth & Sons Ltd., London, no. 3582.

Private collection, UK.

Thence by descent to the present owner.



60

MAXIME MAUFRA (1861-1918)

Rivière de Landerneau

signed 'Maufra.' (lower right)

oil on canvas

54.5 x 65.5cm (21 7/16 x 25 13/16in).

Painted in 1897

£6,000 - 8,000

€6,700 - 8,900

US\$7,700 - 10,000

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

Provenance

The artist's studio.

Galerie Durand-Ruel, Paris, no. 4481 (acquired from the above on 9 December 1897).

Monsieur Bronot Collection (acquired from the above on 23 November 1944).

Galerie Durand-Ruel, Paris, no. 14329 (acquired from the above on 1 February 1945).

Arthur Tooth & Sons Ltd., London, no. 6298 (acquired from the above on 20 June 1961).

Sir Rex Cohen Collection, UK.

Thence by descent to the present owners.

61 *

ARMAND GUILLAUMIN (1841-1927)

La roche de L'Echo, à Crozant

signed 'Guillaumin' (lower right)

oil on canvas

54.1 x 64.9cm (21 5/16 x 25 9/16in).

Painted circa 1905

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

The authenticity of this work has kindly been confirmed by the Comité Guillaumin. This work will be included in the forthcoming Vol. II of the Armand Guillaumin *catalogue raisonné*, currently being prepared.

Provenance

Ellen Wolf Rotemberg Collection, Buenos Aires.

Thence by descent to the present owner.





PROPERTY OF A GENTLEMAN

62

ROBERT ANTOINE PINCHON (1886-1943)

Vieux port de Saint-Tropez

signed 'Robert A Pinchon' (lower left)

oil on canvas

60.2 x 73cm (23 11/16 x 28 3/4in).

Painted circa 1932

£7,000 - 10,000

€7,800 - 11,000

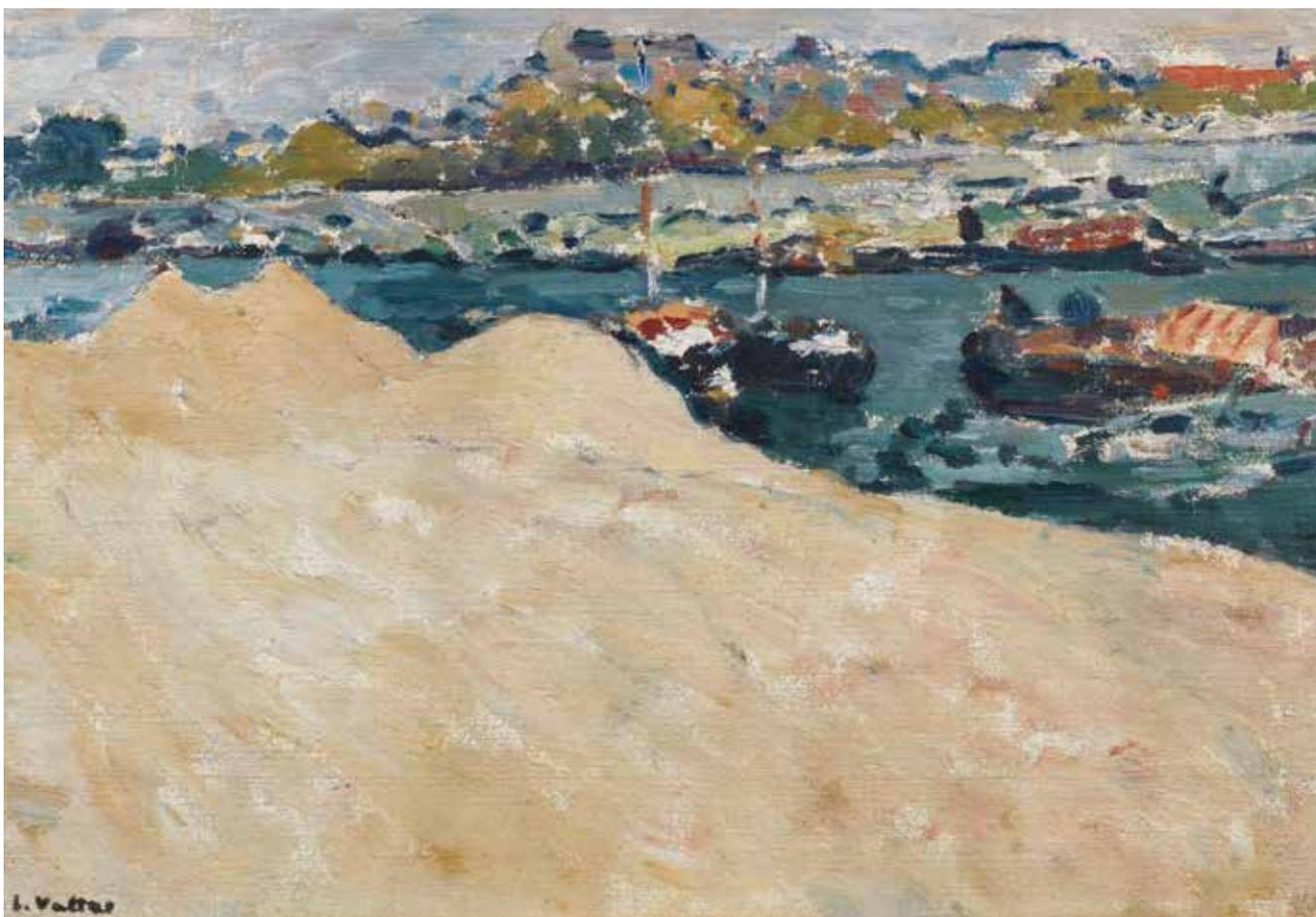
US\$9,000 - 13,000

Provenance

Anon. sale, Artcurial, Paris, 24 March 2011, lot 209.

Acquired at the above sale by the present owner.

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



PROPERTY FROM A DISTINGUISHED PRIVATE EUROPEAN COLLECTION

63 AR

LOUIS VALTAT (1869-1952)

Sablières sur les quais de la Seine à Paris

stamped with the artist's signature 'L. Valtat' (lower left)

oil on canvas

28.8 x 40.6cm (11 5/16 x 16in).

Painted circa 1890

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Henri Petiet Collection, Paris.

Anon. sale, Sotheby's, New York, 11 November 1999, lot 439.

Acquired at the above sale by the present owner.

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



64 * AR

MARC CHAGALL (1887-1985)

Souvenir

signed 'Chagall' (lower right)

watercolour, brush, India ink and red crayon on paper

17.7 x 13.2cm (6 15/16 x 5 3/16in).

Executed circa 1938

£8,000 - 12,000

€8,900 - 13,000

US\$10,000 - 15,000

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

Provenance

David McNeil Collection (the artist's son), Paris (succession no. D 1500). Acquired from the above by the previous owners (in 1987); their sale, Christie's, London, 8 February 2007, lot 622. Acquired at the above sale by the present owner.

Exhibited

Milan, Studio Marconi, *Marc Chagall, Disegni inediti dalla Russia a Parigi*, May - July 1988 (later travelled to Turin, Catania & Meina). Darmstadt, Institut Mathildenhöhe, *Marc Chagall, Von Russland nach Paris, Zeichnungen und Aquarelle 1906 bis 1967*, 14 December 1997 - 25 January 1998 (later travelled to Boca Raton in 2002). Abbazia Olivetana, Fondazione Ambrosetti, *Marc Chagall, Il messaggio biblico*, May - July 1998. Klagenfurt, Stadtgalerie, *Marc Chagall*, 11 February - 14 May 2000.



65 * AR

EMMANUEL MANÉ-KATZ (1894-1962)

Musiciens

signed 'Mané-Katz' (lower right)

oil on canvas

101 x 81.8cm (39 3/4 x 32 3/16in).

£30,000 - 50,000

€33,000 - 56,000

US\$39,000 - 64,000

Provenance

Private collection, South Africa.

Literature

R. S. Aries, *Mané-Katz 1894 - 1962, The Complete Works*, Vol. II, London, 1972, no. 227 (illustrated p. 75).



66

MAN RAY (1890-1976)

Corps de femme

signed and dated 'man Ray 54' (lower right)

brush and India ink on paper

38.9 x 29cm (15 5/16 x 11 7/16in).

Executed in 1954

£4,000 - 6,000

€4,400 - 6,700

US\$5,100 - 7,700

Provenance

Anon. sale, Artcurial, Paris, 5 April 2017, lot 69.

Acquired at the above sale by the present owner.



67 AR

ROBERT MARC (1943-1993)

Lou

signed 'ROBERT MARC' (lower centre)

oil and acrylic on canvas

54 x 64.8cm (21 1/4 x 25 1/2in).

Painted in 1990

£5,000 - 7,000

€5,600 - 7,800

US\$6,400 - 9,000

Provenance

The artist's estate.

Forum Gallery, New York.

Barry Friedman Ltd., New York.

Acquired from the above by the present owner.

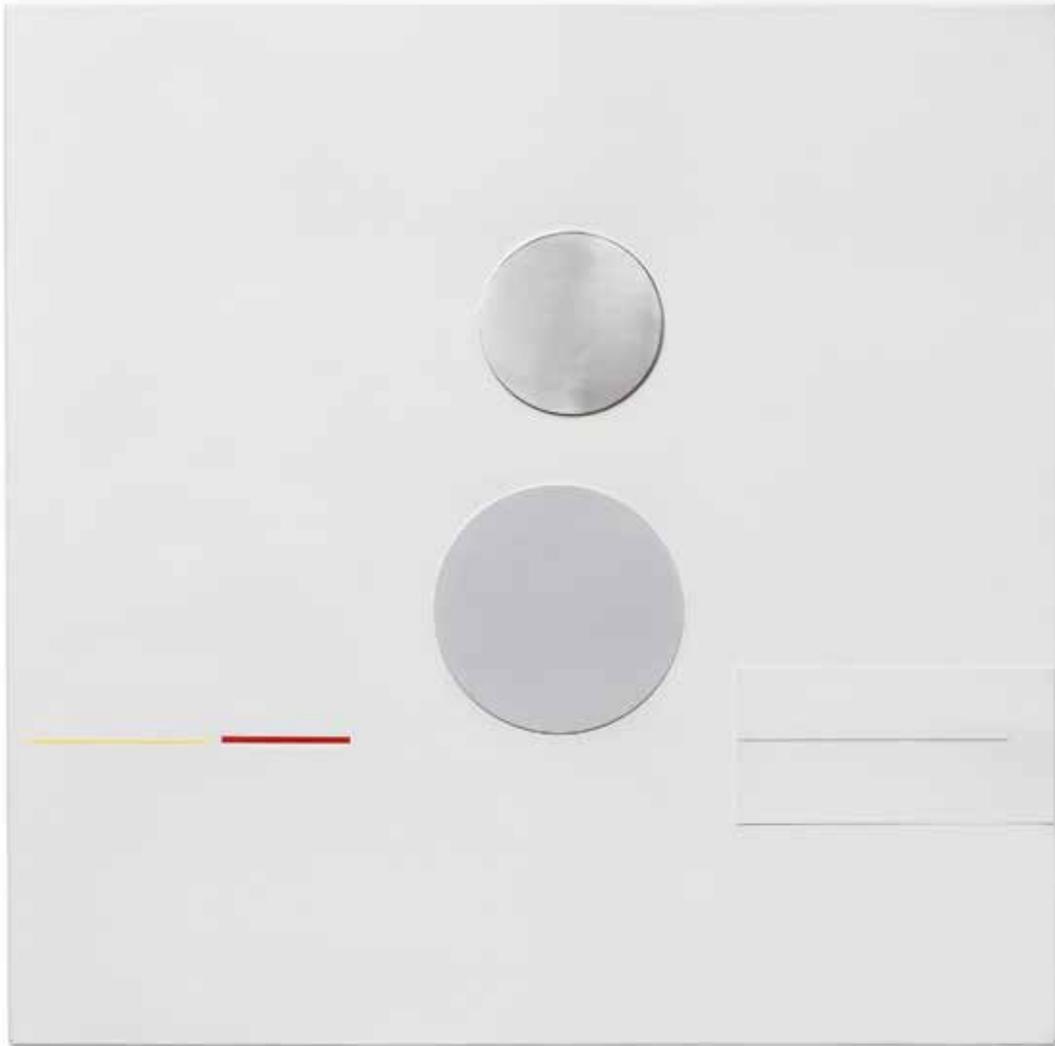
Exhibited

Paris, Galerie du Ressort, *Robert Marc 1943-1993, huiles, collages et gouaches*, 3 May - 11 June 1994 (later travelled to Geneva).

END OF SALE

Bonhams

AUCTIONEERS SINCE 1793



Richard Lin

Selected Works from the Artist's Estate

EXHIBITION DATES

2 to 5 October; 7 to 12 October

ENQUIRIES

+44 (0) 20 7468 7403
ralph.taylor@bonhams.com
[bonhams.com/contemporary](https://www.bonhams.com/contemporary)

RICHARD LIN (LIN SHOW-YU) 1933-2011

Painting Relief, 1961
oil, aluminium and copper on canvas
101.6 x 101.6 cm. (40 x 40 in.)

Bonhams

AUCTIONEERS SINCE 1793



Impressionist and Modern Art

New York | November 13, 2018

INQUIRIES

+1 212 644 9135

caitlyn.pickens@bonhams.com

bonhams.com/impressionists

FERNAND LÉGER (1881-1955)

L'Equipe au repos

gouache on paper

19 3/4 x 25 5/8 in (50 x 65 cm)

Executed in 1948

Bonhams

AUCTIONEERS SINCE 1793



Prints & Multiples

New Bond Street, London | 18 December 2018, 2pm

ENTRIES NOW INVITED

Closing date for entries 15 October

ENQUIRIES

+44 (0) 20 7468 8262
lucia.trosantafe@bonhams.com
[bonhams.com/prints](https://www.bonhams.com/prints)

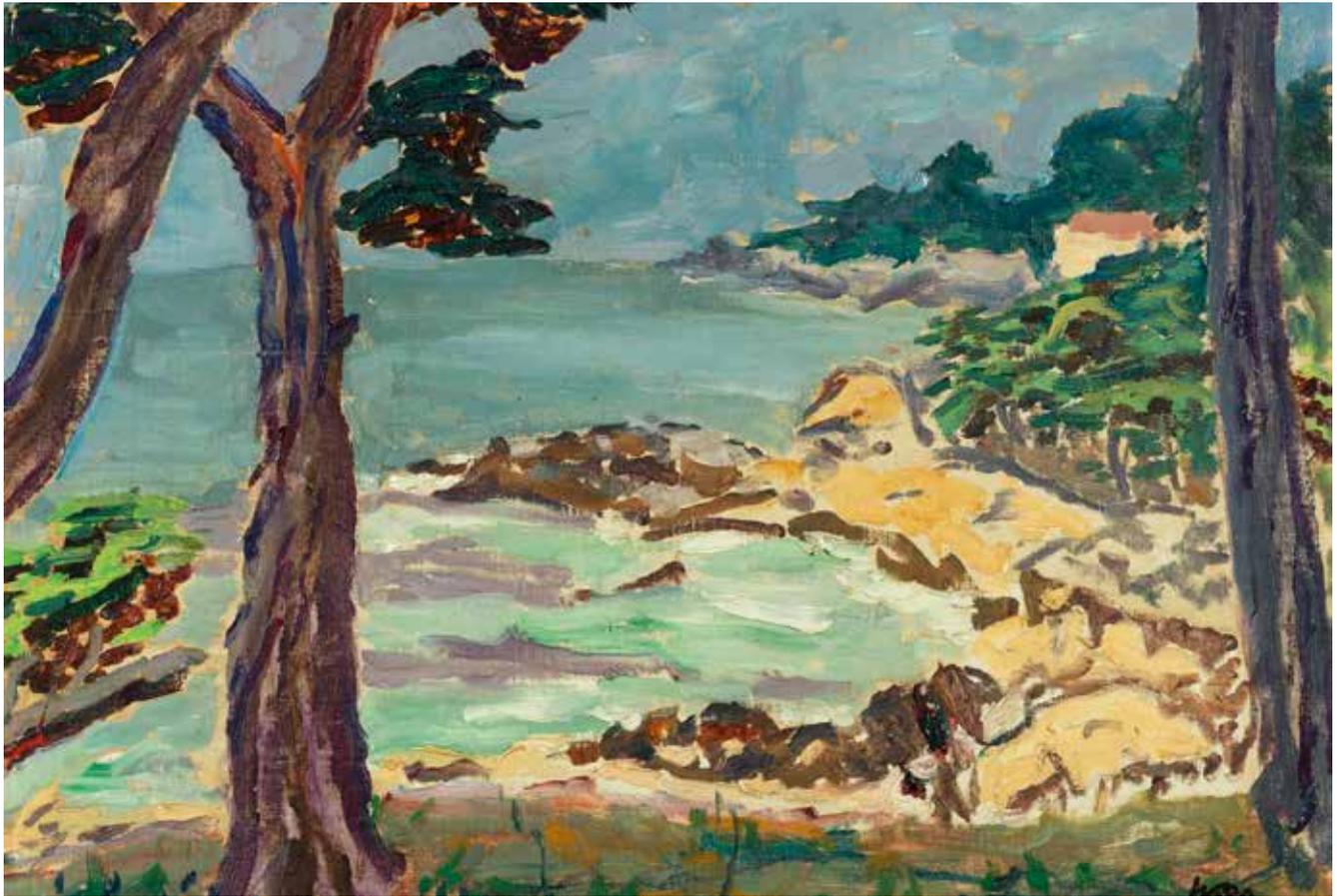
PABLO PICASSO (SPANISH, 1881-1973)

Pichet à glace (Ramié 143), 1952
white earthenware ceramic vessel
with colored engobe and glaze

Sold for £60,000

Bonhams

AUCTIONEERS SINCE 1793



Modern British & Irish Art

New Bond Street, London | 14 November 2018

ENTRIES NOW INVITED

Closing date for entries 5 October

ENQUIRIES

+44 (0) 20 7468 5862

britart@bonhams.com

bonhams.com/modernbritish

SIR WINSTON SPENCER CHURCHILL O.M., HON. R.A. (1874-1965)

The Riviera, a Sketch
signed with initials 'WSC' (lower right)
oil on canvas board
35.4 x 50.8 cm. (13 7/8 x 20 in.)
Painted circa 1930

£100,000 - 150,000*

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

NOTICE TO BIDDERS

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

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

1. OUR ROLE

In its role as *Auctioneer of Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams'* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *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 *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

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

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

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

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licencing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the *Purchase Price* for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [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.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

<p>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>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):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the Lot;</p> <p>7.1.3 to remove, and/or store the Lot at your expense;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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.</p> <p>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.</p>	<p>7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.</p> <p>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.</p> <p>8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</p> <p>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:</p> <p>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</p> <p>8.1.2 deliver the Lot to a person other than you; and/or</p> <p>8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p> <p>8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.</p> <p>8.2 The discretion referred to in paragraph 8.1:</p> <p>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</p> <p>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.</p> <p>9 FORGERIES</p> <p>9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.</p> <p>9.2 Paragraph 9 applies only if:</p> <p>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</p> <p>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</p> <p>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.</p>	<p>9.3 Paragraph 9 will not apply in respect of a Forgery if:</p> <p>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</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.</p> <p>9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.</p> <p>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.</p> <p>10 OUR LIABILITY</p> <p>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.</p> <p>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:</p> <p>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</p> <p>10.2.2 changes in atmospheric pressure; nor will we be liable for:</p> <p>10.2.3 damage to tension stringed musical instruments; or</p> <p>10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.</p>
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10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Bidder" a person who has completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

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

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

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

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

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

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

"Website" *Bonhams Website* at www.bonhams.com

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

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

GLOSSARY

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

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

"bailee": a person to whom goods are entrusted.

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

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20th Century British Art

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Aboriginal Art

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African Modern & Contemporary Art

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African, Oceanic & Pre-Columbian Art

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American Paintings

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James Ferrell
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Art Nouveau & Decorative Art & Design

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Benjamin Walker
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Dan Tolson
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Australian Art

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Alex Clark
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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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British & European Glass

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John Sandon
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British Ceramics

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California & American Paintings

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Coins & Medals

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Contemporary Art

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Entertainment Memorabilia

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European Ceramics

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U.S.A
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Furniture

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Thomas Moore
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U.S.A
Andrew Jones
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European Sculptures & Works of Art

UK
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Greek Art

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+44 20 7468 8356

Golf Sporting Memorabilia

Kevin McGimpsey
+44 131 240 2296
Hamish Wilson
+44 131 240 0916

Irish Art

Penny Day
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Impressionist & Modern Art

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India Phillips
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U.S.A
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Indian, Himalayan & Southeast Asian Art

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Islamic & Indian Art

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Modern, Contemporary & Latin American Art

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Modern & Contemporary Middle Eastern Art

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Modern & Contemporary South Asian Art

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Motor Cars

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Automobilia

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Adrian Pipiros
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Motorcycles

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Native American Art

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Natural History

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Old Master Pictures

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Front cover, lot 18

Léonard Tsuguharu Foujita (1886-1968)
La fête d'anniversaire
Painted in New York in June 1949
Artwork: © Fondation Foujita / ADAGP, Paris and DACS, London 2018

Back cover, lot 16 (detail)

Marc Chagall (1887-1985)
Scène de cirque
Executed in 1978
Artwork: Chagall © / © ADAGP, Paris and DACS, London 2018

Lot 2

Cover of Times Pictorial, 1944
National Library of Ireland.
Photo: © National Library of Ireland

Lot 5

The beach at bathing time, Trouville, France, c. 1890-1900.
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Joan Miró in his studio, c. 1970s.
Photo: © The Granger Collection/Topfoto
Artwork: © Successió Miró / ADAGP, Paris and DACS London 2018

Joan Miró (1893-1983)
Chiffres et constellations amoureux d'une femme, 1941
gouache and oil wash on paper
The Art Institute of Chicago, USA, Gift of Mrs. Gilbert W. Chapman.
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Lot 16

Georges Seurat (1859-1891)
Le cirque, 1891
oil on canvas
Musée d'Orsay, Paris.
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Marc Chagall (1887-1985)
The Circus Rider, c.1927
oil on canvas
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Fernand Léger (1881-1955)
The Acrobat on a Horse, 1953
oil on canvas
Private Collection.
Photo: © Christie's Images/Bridgeman Images
Artwork: © ADAGP, Paris and DACS, London 2018

Lot 17

Henri 'Le Douanier' Rousseau (1844-1910)
Rue de village, 1909-10
oil on canvas
Philadelphia Museum of Art, USA.
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Diego Rivera (1886-1957)
Portrait de Messieurs Kawashima et Fushita, 1914
oil and collage on canvas
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Dora Kallmus (1881-1963)
Léonard Tsuguharu Foujita, 1926
black and white photograph
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Lot 18

Léonard Tsuguharu Foujita (1886-1968)
Au Café, 1949
pen, ink & watercolour on paper
Musée National d'Art Moderne, Centre Pompidou, Paris.
Photo: © Musée National d'Art Moderne, Centre Pompidou, Paris, France/Bridgeman Images
Artwork: © Fondation Foujita / ADAGP, Paris and DACS, London 2018

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La Cartomancienne, 1949
oil on canvas

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Tsuguhara Foujita, 1930.
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Utagawa Kuniyoshi (1797/8 -1862)
Four Cats in Different Poses, 1861
woodblock.
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Illustration of La Fontaine's Fables: *The Wolf turned Shepherd*, engraving, c. 1890.
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Léonard Tsuguharu Foujita (1886-1968)
Auto-portrait avec chats, 1930
oil and gold paint on canvas
Private Collection.
Photo © Christie's Images/Bridgeman Images
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Frans Snyders (1579-1657) & Cornelis de Vos (circa 1584/1585-1651)
A Butcher's Stall with cats and kittens playing and a butcher holding a boar's head
oil on canvas
Private Collection.
Photo: © Christie's Images / Bridgeman Images

Lot 22

Man Ray (1890-1976).
Jacqueline Goddard, 1930.
Man Ray Trust.
Photo: © Man Ray Trust
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Lot 25

Henri Matisse (1869-1954)
Luxe, calme et volupté, 1904
oil on canvas
Musée d'Orsay, Paris, France.
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Artwork: © Succession H. Matisse/ DACS 2018

Paul Signac (1863-1935)
The Seine at St. Cloud, 1903
oil on canvas
Private Collection.
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Lot 30

Portrait of the French painter Paul Cézanne walking in the Aix-en-Provence area, 1904.
Photo: © Bridgeman Images

Paul Cézanne (1839-1906)
Study of Mont Sainte-Victoire, with a Tree and Aqueduct, c. 1883-86
pencil and black chalk on paper
Museum Boijmans van Beuningen, Netherlands.
Photo: © Museum Boijmans van Beuningen

Paul Cézanne (1839-1906)
Turn in the Road, c. 1881
oil on canvas
Museum of Fine Arts, Boston.
Photo: © Museum of Fine Arts, Boston

Lot 31

Georges Braque (1882-1963)
Viaduct at L'Estaque, 1908
oil on canvas
Musée National d'Art Moderne, Centre Pompidou, Paris.
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Artwork: © ADAGP, Paris and DACS, London 2018

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Circus troupe "Fratellini" during a parade in Montmartre, Paris, 1936.
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Nicholas Lancret (1690-1743)
The Actors of the Commedia dell'Arte, 1750
oil on canvas
The Louvre, Paris.
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Pablo Picasso (1881-1973)
Tête d'Arlequin, 1905
oil on canvas
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Georges Rouault (1871-1958)
Le Vieux Roi, 1937
oil on canvas
Carnegie Museum of Art, Pittsburgh.
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Artwork: © ADAGP, Paris and DACS, London 2018

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Giorgione (1477/8-1510) & Titian (1488-1576)
Sleeping Venus, c. 1509
oil on canvas
Gemäldegalerie, Dresden.
Photo: © akg-images

Frieda Reiss (1890-1955)
Portrait of the artist Karl Hofer, 1928
black and white photograph
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Hans von Marées (1837-1887)
Goldenes Zeitalter II, c. 1880
oil and tempera on canvas
Neue Pinakothek, Munich.
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Advert

Fernand Léger
L'Equipe au repos
gouache on paper
Executed in 1948
Artwork: © ADAGP, Paris and DACS, London 2018

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