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Post-War & Contemporary Art

New Bond Street, London | 3 October, 2019





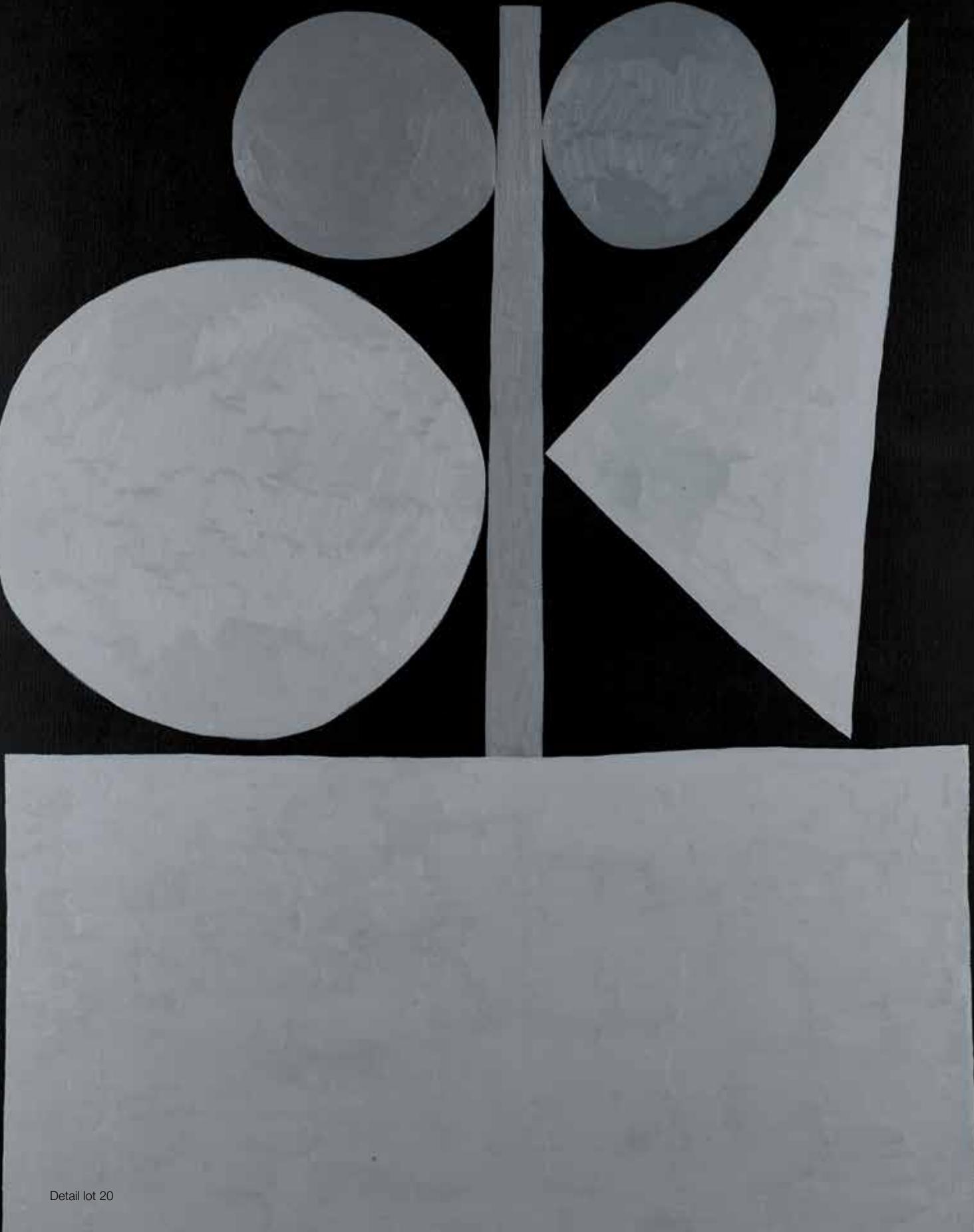






Lot 16





Detail lot 20

Post-War & Contemporary Art

New Bond Street, London | Thursday 3 October 2019 at 5pm

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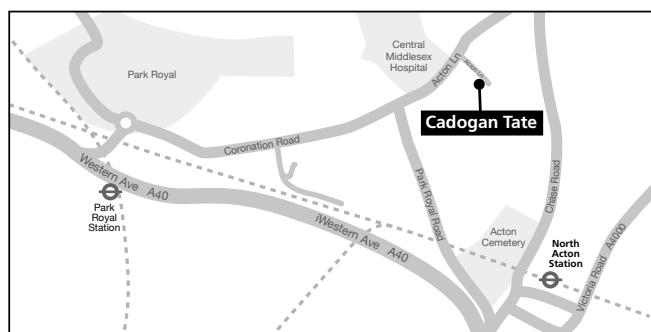
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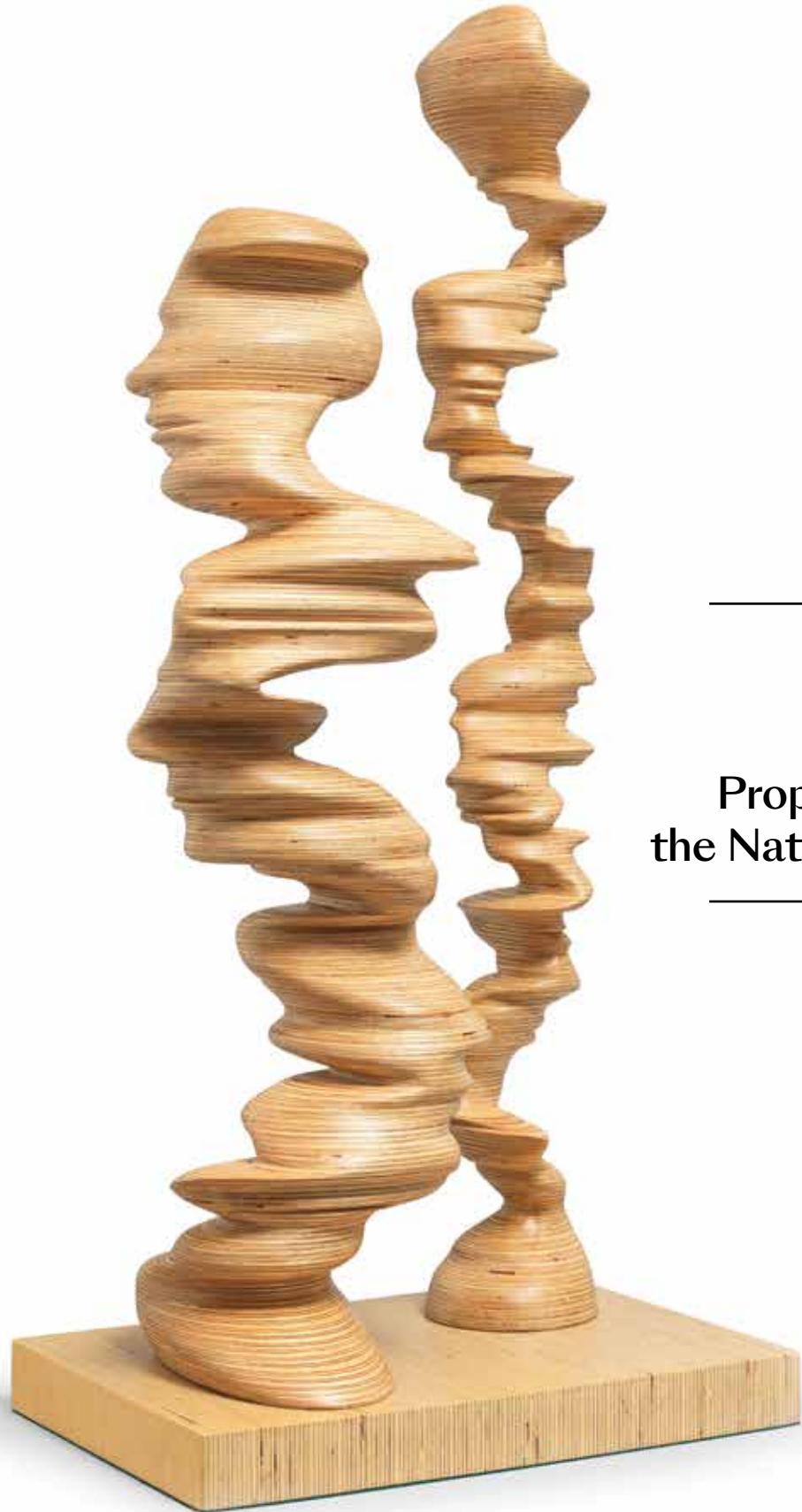
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Lot 28

Post-War & Contemporary Art

Lots 1 - 37

**Property sold to benefit
the National Saturday Club**

Lots 38 - 53

PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

1 AR TP

CHRIS OFILI (B. 1968)

Blind Leading Blind

2005

gouache, ink, charcoal and aluminium leaf on paper laid on canvas

261.3 by 199.5 cm.

102 7/8 by 78 9/16 in.

This work was executed in 2005.

£90,000 - 120,000

US\$110,000 - 150,000

€100,000 - 130,000

Provenance

Private Collection, London (acquired directly from the artist)

Acquired directly from the above by the present owner in 2007

Exhibited

Berlin, Contemporary Fine Arts, *Chris Ofili - The Blue Rider*, 2005, p. 49, illustrated in colour

Hanover, Kestnergesellschaft, *The Blue Rider Extended Remix*, 2006, p. 51, illustrated in colour

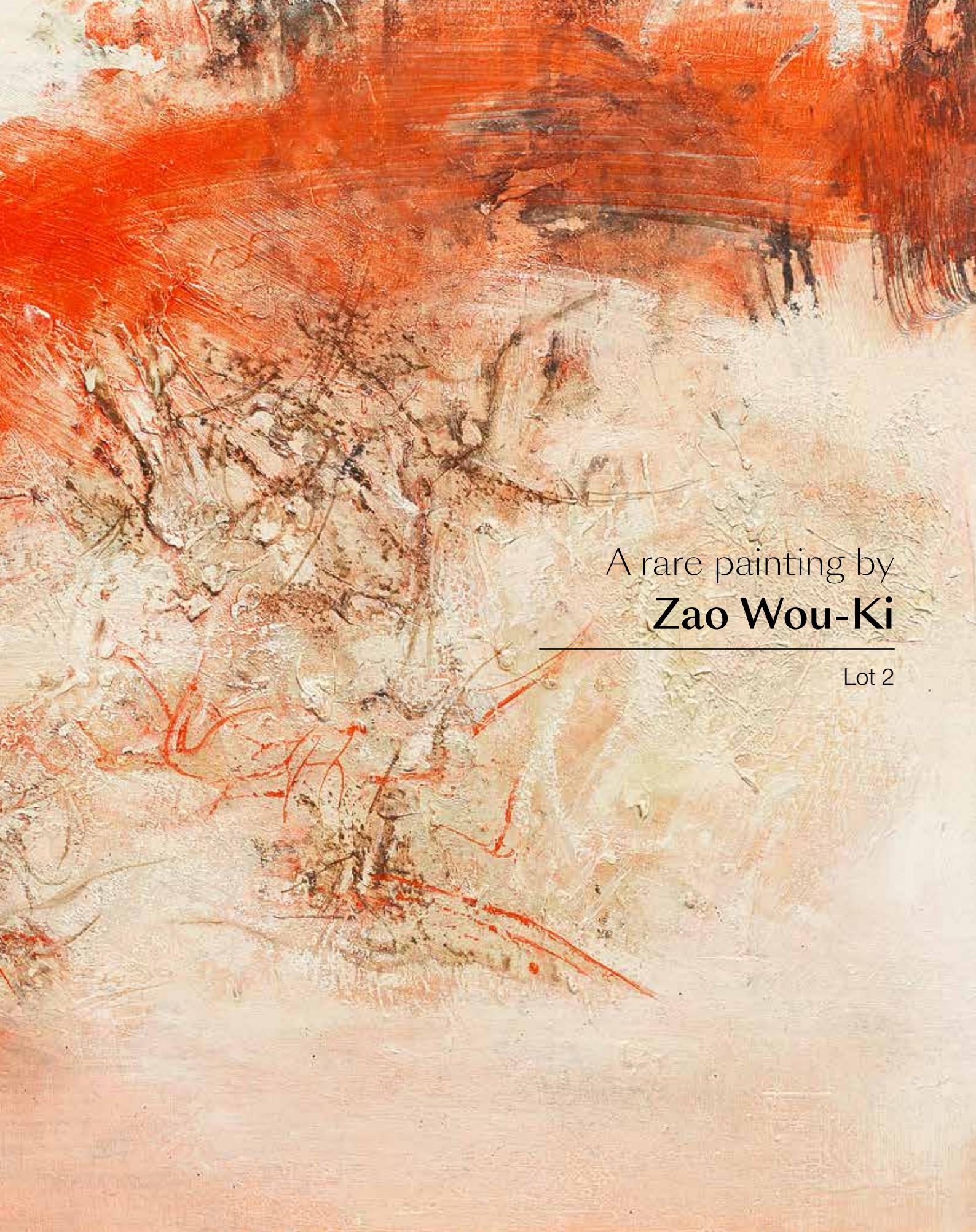








Detail lot 2
© DACS 2019

An abstract painting by Zao Wou-Ki. The composition is dominated by a large, sweeping brushstroke of vibrant orange-red paint that cuts across the upper half of the canvas. Below this, the surface is covered in a dense, textured layer of light beige or cream-colored paint. Interspersed throughout are dark, expressive brushstrokes and splatters in black, brown, and reddish-orange, creating a sense of movement and depth. The overall effect is one of organic abstraction, with the colors and forms suggesting a landscape or natural elements.

A rare painting by
Zao Wou-Ki

Lot 2

2 AR

ZAO WOU-KI (1921-2013)

23-9-70

1970

signed in Chinese and Pinyin; signed, titled and dated 23.9.70 on the reverse
oil on canvas

46 by 55 cm.
18 1/8 by 21 5/8 in.

£400,000 - 600,000
US\$490,000 - 740,000
€450,000 - 670,000

This work is included in the archives of the *Fondation Zao Wou-Ki*, Geneva, and is accompanied by a photo-certificate of authenticity.

Provenance

Galerie Sapone, Nice
Private Collection, France
Acquired directly from the above by the present owner

Literature

Jean Leymarie, *Zao Wou-Ki*, Paris 1978, p. 298, no. 401, illustrated in black and white
Jean Leymarie, *Zao Wou-Ki*, New York 1979, p. 298, no. 401, illustrated in black and white
Jean Leymarie, *Zao Wou-Ki*, Paris 1986, p. 338, no. 433, illustrated in black and white



Globally renowned and celebrated for his energetic paintings that traversed the cultural distances between East and West, Zao Wou-Ki's 23-9-70 reveals the immense skill of the artist's hand that combines the fluidity and harmony of the calligraphic arts with the avant-garde style of the *Art Informel* members, who embraced him as one of the masters of gestural painting of the period. Dancing across an ethereal haze, Zao's accumulation of strokes and dabs produces a horizon line of vivid scarlet that rolls and draws the eye to its diffuse precipice. Completely fresh to the market – and reproduced in all three of the important Jean Leymarie monographs – the present painting is a veritable masterwork by one of the first truly international artists of the post-war period.

Elegant and profound, 23-9-70 is a painting that boasts a rare palette for the Chinese-born artist. Across a canvas of exquisite proportions, it is a work of melodic beauty that wonderfully illustrates Zao's core intention of merging traditional Chinese practices of artistic expression in ink with the dynamic compositional and material processes of abstract oil painting that was so prevalent in European and American Modernism. As one of the most admired practitioners of the Twentieth Century, Zao's global style and appeal is attested to by his inclusion in museum collections around the world, including the Tate Gallery, London, the MoMA, New York, the Suzhou Museum, Suzhou, and the China Central Academy of Fine Arts in Beijing.

Zao Wou-Ki was born in Beijing in 1920 and enrolled at the Hangzhou School of Art in 1935, where he trained under one of the uncommon proponents of European Modernism in China, Lin Fengmian. Learned in the techniques and principles of Chinese calligraphy and traditional painting from an early age, Zao's indistinguishable style and gestural power imbued his work with an univocal force, whose sonorous and dulcet passages of paint owe much to his study of ancient script and landscape painting.

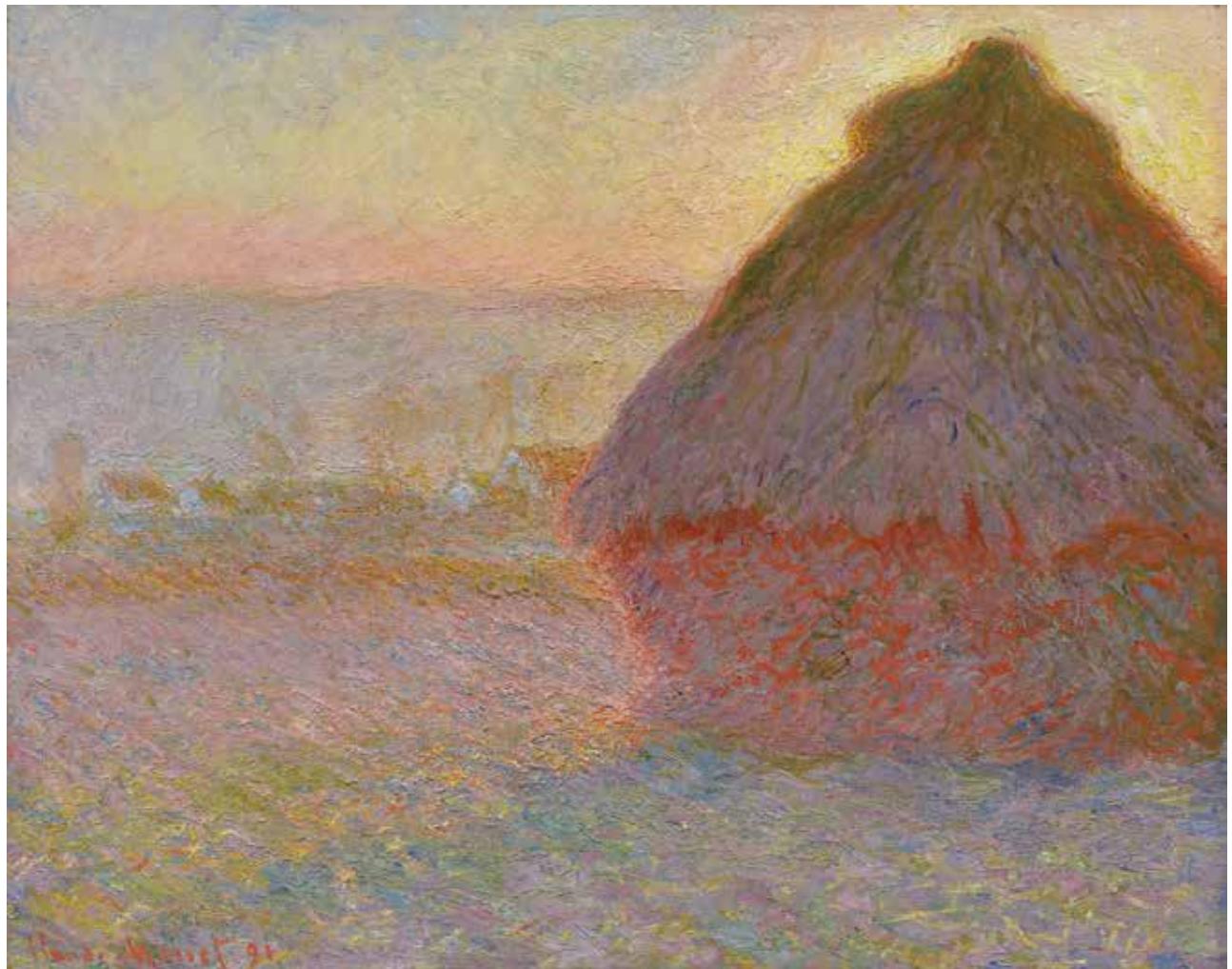
Inspired by Claude Monet's *Impressionism*, and with a great admiration for Henri Matisse and Paul Klee, the artist cultivated a deep appreciation for the pre-war Impressionists and groundbreaking Modernists of Paris, moving to the city

in 1948 with his then wife Lalan. In this intense and graceful work, his influences merge in a tranquil theatre of paint, that demonstrates his exceptional breadth of vision and skill.

Zao's arrival in Europe was quickly met with praise, and his new studio in Montparnasse placed him in the midst of some of the most influential artists of the period. He soon befriended Alberto Giacometti, Joan Miró, Pierre Soulages, Pablo Picasso and Henri Michaux, with whom he would collaborate throughout his lifetime. It was in 1957, alongside his friend Soulages, that Zao first visited New York – the same year he became represented by Galerie de France, cementing his place amongst the European creative elite. Exposed to the vigour and intensity of the paintings of Franz Kline and Jackson Pollock, the turn of the 1960s marked a significant departure for the artist, entering his most majestic and lauded passage of work, the 'Hurricane Period' (1959-1972), from which the present work derives.

It is within this phase of his practice that, as art historian Pierre Schneider highlighted, "the effervescence [that at] first reached the intermediate areas, has [now] been communicated to the whole picture. A broadly sweeping, irresistible movement crosses it from edge to edge" (Pierre Schneider in: Jean Leymarie, Zao Wou-Ki, Barcelona 1977, p. 43). The immensity of the space, conveyed by the most intricate and precise of gestural marks, produced a new paradigm of expressive painting, illustrated in no better example than the present work. 23-9-70 is a deeply mature work, coupling Zao Wou-Ki's stylistic imperatives with the advanced, cross-cultural narratives that his paintings arguably pioneered.

Laced with cursive lines of brushstrokes over a lavishly textured surface, the present work is a bravura demonstration of the impeccable variety of techniques and unparalleled skill with which Zao constructed his works. The voluptuous and rare red composition beautifully elicits the diversity of his influences and interests, producing a powerful sense of light, space and movement that was so integral to his pursuit of a universal spirit of abstraction.



Above

Claude Monet, *Grainstack (Sunset)*, 1891

Collection of the Museum of Fine Arts, Boston

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PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

3 AR

ZAO WOU-KI (1921-2013)

Sans titre

1995

signed twice and dated 95
ink on paper

103 by 105 cm.
40 9/16 by 41 5/16 in.

£60,000 - 80,000
US\$74,000 - 98,000
€67,000 - 89,000

This work is included in the archives of the *Fondation Zao Wou-Ki*, Geneva, and is accompanied by a photo-certificate of authenticity.

Provenance

Galerie Jan Krugier, Ditesheim & Cie, Geneva

The Chinese Porcelain Company, New York

Acquired directly from the above by the present owner in 2001



4 AR

JEAN DUBUFFET (1901-1985)

Instants fugaces
1957

signed and dated 57; signed, titled and dated février 57 on the reverse
ink and paper collage on paper

68.6 by 66 cm.
27 by 26 in.

£70,000 - 90,000
US\$86,000 - 110,000
€78,000 - 100,000

Provenance

Studio Paul Facchetti, Paris
Galerie Claude Bernard, Paris (no. 873)
The Morton Neumann Family Collection, Chicago
Sale: Tajan, Monaco, *Art Moderne et Contemporain - Design*, 21 July 2012, Lot 5
Acquired directly from the above by the present owner

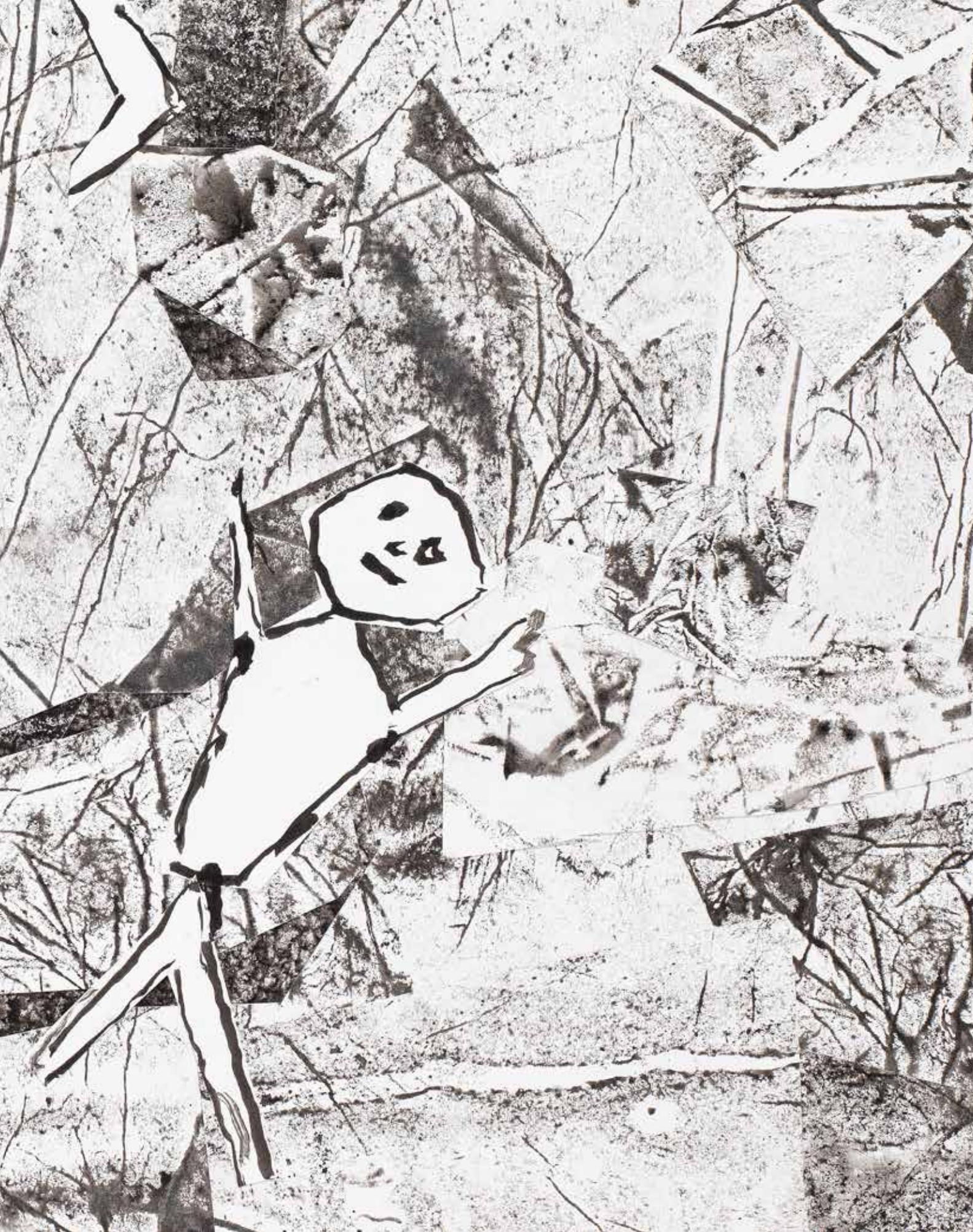
Literature

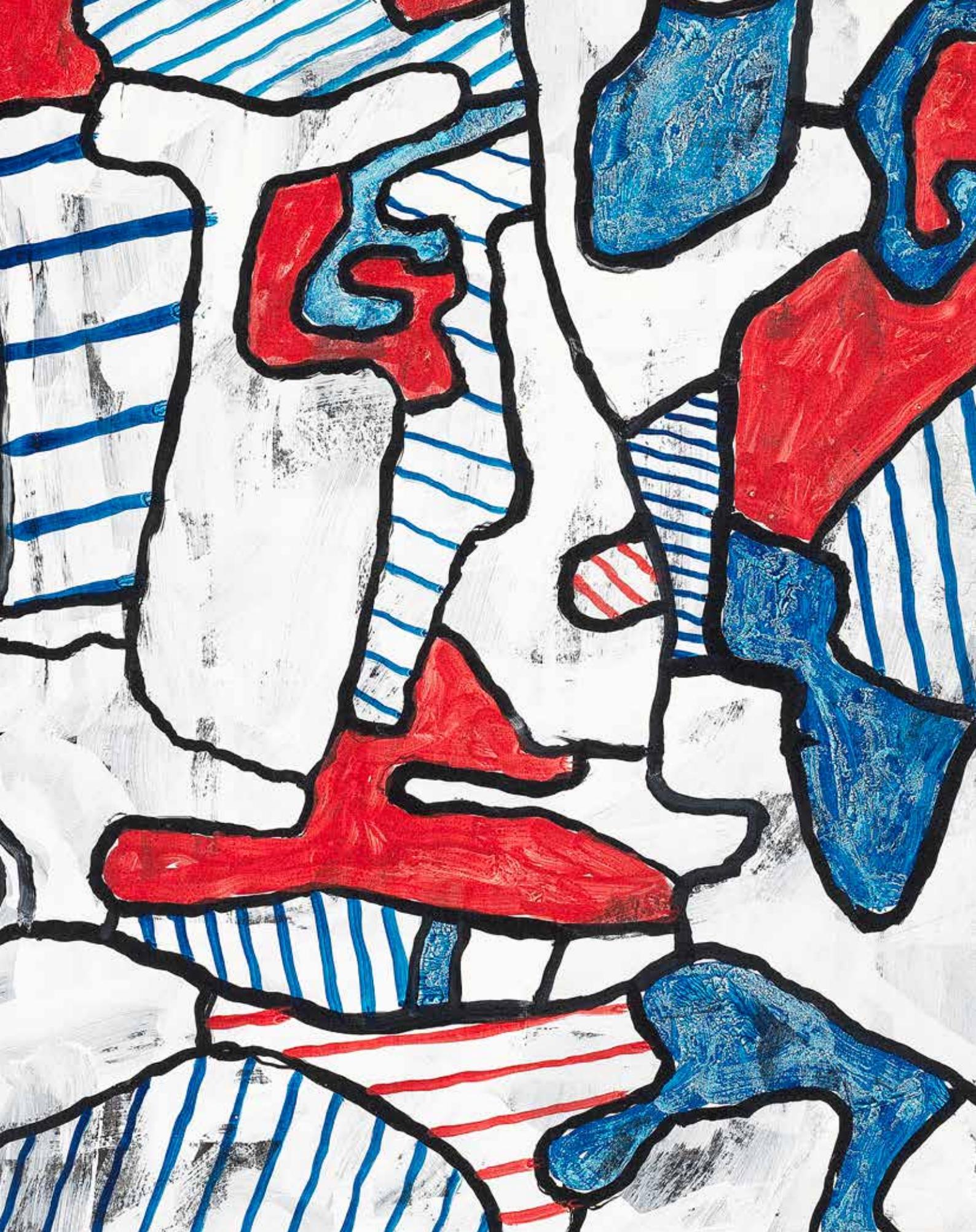
Max Loreau, *Catalogue des travaux de Jean Dubuffet: Fascicule XI: Charrettes, jardins, personnages monolithes*, Paris 1969, p. 104, no. 129, illustrated in black and white





Detail lot 4





An outstanding painting by
Jean Dubuffet

Lot 5

5 AR

JEAN DUBUFFET (1901-1985)

Cafetière V
1965

signed and dated déc. 65; signed, titled and dated décembre 65 on the reverse
vinyl paint on paper laid on canvas

104 by 68.8 cm.
40 15/16 by 27 1/16 in.

£500,000 - 700,000
US\$620,000 - 860,000
€560,000 - 780,000

Provenance

Galerie Beyeler, Basel
Galerie Jeanne Bucher, Paris
Galerie Burén, Stockholm
Private Collection, Sweden
Sale: Sotheby's, London, *Contemporary Art Evening Auction*, 29 June 2011, Lot 65
Acquired directly from the above by the present owner

Exhibited

Paris, Galerie Jeanne Bucher, *Ustensiles, Demeures, Escaliers de Jean Dubuffet*, 1967, n.p., no. 6,
illustrated in colour

Literature

Max Loreau, *Catalogue des travaux de Jean Dubuffet: Fascicule XXI: L'Hourloupe II*, Paris 1968, p. 115,
no. 194, illustrated in black and white



J. Dubuffet
de 65

A signature work by an artist who consistently reinvented painterly aesthetics, broke with convention, and cemented his place as one of the most esteemed figures of Modernist history, *Cafetière V* is a bravura example of Jean Dubuffet's iconic *Hourloupe* style. Boldly demonstrative of the artist's utterly unique assemblage of shapes in a flawless spread of colours and hatching, *Cafetière V* is a museum-quality painting of undeniable prestige and charm.

Like Pablo Picasso and Georges Braque before him, Dubuffet's *Utensiles Utopiques* describe the static object with all the animation and panache of his *Cubist* forebears – whose pedigree can be seen in such works as Picasso's *Nature Morte "La Cafetière"* (1944), now in the collection of the San Francisco Museum of Modern Art, and Paul Cézanne's still lives – illustrating, through the artist's self-created style, the ingenuity and dexterity of his practice that repudiated the 'stillness' of the object. *Cafetière V*, fashioned in the quintessential jigsaw of shaded and blotted shapes in the instantly identifiable black, red, white and blue of *Hourloupe*, is a highly attractive and well-proportioned work from Dubuffet's very limited series of *Cafetières*; intricately layered and suffused with passages of gestural flair that testify to the artist's virtuosic technique. Preoccupied by translating the landscapes of the mind, Dubuffet's litany of objects that make up the core of his *Hourloupe* cycle are rendered in an unwavering graphic script or *écriture*, a visual language through which Dubuffet aimed to secure the emphatic spectacle of his imaginary pictorial world.

Hugely influential for contemporary artists, designers and architects alike, Dubuffet remains at the forefront of institutional discourse – with his current exhibition of *Hourloupe* paintings on view at Palazzo Franchetti in Venice coinciding with *La Biennale* – *Cafetière V* is an outstanding painting that is so evocative of his most fertile and innovative phase of production. Globally acclaimed and exhibited, Dubuffet's paintings are held in collections all over the world, including the Stedelijk Museum, Amsterdam, the Musée National d'Art Moderne, Paris, the Art Institute of Chicago, the National Gallery of Art, Washington, and the National Museum of Western Art in Tokyo.

Discovering his inimitable style in the 1940s, the artist quickly developed global admiration following his debut in the United

States of America at Pierre Matisse Gallery in 1947. Born in La Havre in 1901, Dubuffet left for Paris in 1918, working alongside Fernand Léger and Juan Gris whilst studying at the Académie Julian. Dubuffet, however, already developing his uniquely spirited and rebellious flair, departed his studies prematurely, deeming academy training to be too prescriptive. Inspired by "outsider art," or what he termed *Art Brut*, he cultivated a style and method that went against the formalities of traditionalism, establishing his meteoric reemergence in the 1940s after being amongst the *École de Paris* 20 years prior, as a truly groundbreaking artist of the Twentieth Century.

Commanding an exceptional artistic versatility and skill, Dubuffet's iconic *L'Hourloupe* cycle remains one of the French artist's most celebrated styles. Combining his appreciation of *Art Brut* with the formal, painterly lessons of his preceding *Paris Circus* works, in addition to the cellularity of his *Terres radieuses* and *Légendes* series, *Cafetière V* is a painting from this most pivotal passage of the artist's career, showing Dubuffet at the height of his artistic powers in the middle of the 1960s and encapsulating the dynamism and radicality of his revival of the still life genre in his *Hourloupe* period.

This passage of his practice in the 1960s and 1970s provided Dubuffet with an original and profound aesthetic vocabulary – a formal mechanism through which to negotiate the world as he saw it. For Dubuffet, the subjective experience and intricacies of perception drew him consistently back to *Art Brut* and his personal collection of art by prisoners, clairvoyants and isolated individuals, which he had begun in 1945, fascinated by the 'purity' of art made free of cultural import. In the artist's own words, "art addresses the mind, and not the eyes. That is how it has always been regarded by "primitive" societies; and they are correct. Art is a language, an instrument of cognition and communication" (the artist in: *Jean Dubuffet: Towards an alternative reality: Writings by Jean Dubuffet*, New York 1987, p. 7).

In the totemic power of *Cafetière V*, illuminated in a shimmering white over the matte black of its background, it is clear to see how *Hourloupe* provided such a pivotal and abundant source of inspiration. Captivated by the world of his newfound style, Dubuffet would go on to produce his *Peintures monumentées*,

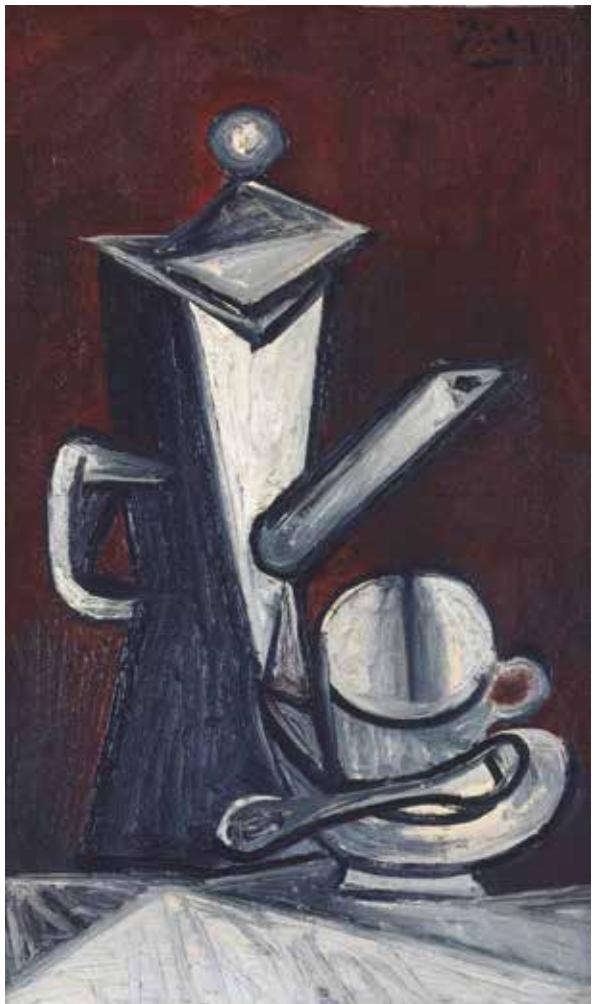
Coucou Bazar and *Édifices* from 1966 onwards; sculptures, stage sets and structures that translated and concretized his elemental *écriture* into three dimensions. Writer André Pieyre de Mandiargues offered an alternative perspective on *Hourloupe*, “that of ‘monde vu à la loupe’, the world seen through a magnifying glass [...] it is in this way that the paintings of *Hourloupe* occasionally afford us a view of man as distinct from his social entanglement; so also do they often show us the objects of his industry divorced from their human context” (André Pieyre de Mandiargues, ‘The Objects of L’*Hourloupe*,’ trans. Christopher Case, in: Exh. Cat., London, Robert Fraser Gallery, *Jean Dubuffet: Recent Paintings*, n.p.).

A painting that eloquently combines Dubuffet’s career-spanning interest in the unbridled, pure form of individualistic artistic expression with the unique graphic style of his *Hourloupe* cycle, *Cafetièrre V* is a work made at the peak of the artist’s painting practice, mere months before his focus turned to sculpture and architecture for the remainder of the series. It is in his quest for aesthetic equality – applying the same formal method to object and subject alike – that the “meandering, uninterrupted and resolutely uniform line, which brings all planes to the surface and takes no account of the concrete quality of the object described [...] applied to all things reduces them to a common denominator and restores to us a continuous undifferentiated universe” (the artist in: *Op. Cit.* , p. 15).

A stand-out painting of attractive proportions from his extremely limited series of distinctive *Cafetières* that rarely come to market, *Cafetièrre V* is a painting of exquisite composition and skill that is one of the best examples of Dubuffet’s *Hourloupe* period. An artist of supreme international appeal, it represents a signature piece by one of the premier artists of the last century.

Right

Pablo Picasso, *Nature Morte “La Cafetièrre”*, 1944
San Francisco Museum of Modern Art
© Estate of Pablo Picasso / Artists Rights Society (ARS), New York
© Succession Picasso/DACS, London 2019



6 AR

JEAN DUBUFFET (1901-1985)

Deux Chameaux Bâtés
1948

signed and dated 48 twice; titled and inscribed 183 on the reverse
gouache on paper laid on panel

36.6 by 50.5 cm.
14 7/16 by 19 7/8 in.

£45,000 - 65,000
US\$55,000 - 80,000
€50,000 - 73,000

Provenance

Arthur Tooth & Sons, London (no. 5875D)
Waddington Galleries, London (no. WGB13383)
Kusthandel Lambert Tegenbosch, Heusden
Private Collection, France
Acquired directly from the above by the present owner

Exhibited

Paris, Fondation Dubuffet, *Carnets de voyages: Jean Dubuffet au Sahara*, 2008

Literature

Max Loreau, *Catalogue des travaux de Jean Dubuffet, Fascicule IV: Roses d'Allah, Clowns du Désert, Nouvelle Édition*, Paris 2008, p. 258, no. 581, illustrated in black and white



Presented here are two early and rare works from Jean Dubuffet's first lengthy travels to Algiers and El Goléa, Algeria, in 1948 – a period of exploration that exerted a considerable influence on his work. Full of the artist's characteristic élan and spontaneous style, these works – *Deux Chameaux Bâtés*, with its camels and palms, and *Deux bédouins*,

depicting the nomads whose itinerant life the artist greatly appreciated – are not only documents of Dubuffet's significant time in the Northern Sahara, but bold precursors to his *Personnages* that appear across his oeuvre, notably in his *Théâtre de mémoire* and *Paris circus* series.

Living alongside the Berbers of Algeria until May 1948, Dubuffet was energised by the nomadic life of the native peoples, constantly moving and adapting to their changing needs. For an artist who had a similarly polymathic and shifting approach to style and medium, these two works highlight the innate talent of an artist who sought alternative and breakthrough methods with which to approach painting, strikingly going against the culture of the time.

As one of the most influential artists of the Twentieth Century, Dubuffet's wonderfully idiosyncratic and energetic style has inspired many contemporary painters. The expressive directness and brio with which he approached his subjects was unparalleled, honed and crafted from his years of studying *Art Brut* and during his extensive travels, absorbing the range of cultures of Northern Africa and Europe in the formative years of his career. *Deux Chameaux Bâtés* and *Deux bédouins* are superb examples from an important passage of Dubuffet's early years that saw him emerge as a formidable auteur of the European Modernist canon.

Above

Jean Dubuffet au Sahara, 1948
© Archives Fondation Dubuffet, Paris



PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

7 AR

JEAN DUBUFFET (1901-1985)

Deux bédouins

1948

signed and dated 48
gouache on paper laid on panel

38.4 by 50.5 cm.
15 1/8 by 19 7/8 in.

£50,000 - 70,000
US\$62,000 - 86,000
€56,000 - 78,000

Provenance

Arthur Tooth and Sons Ltd., London (no. 4893D)

Private Collection, London

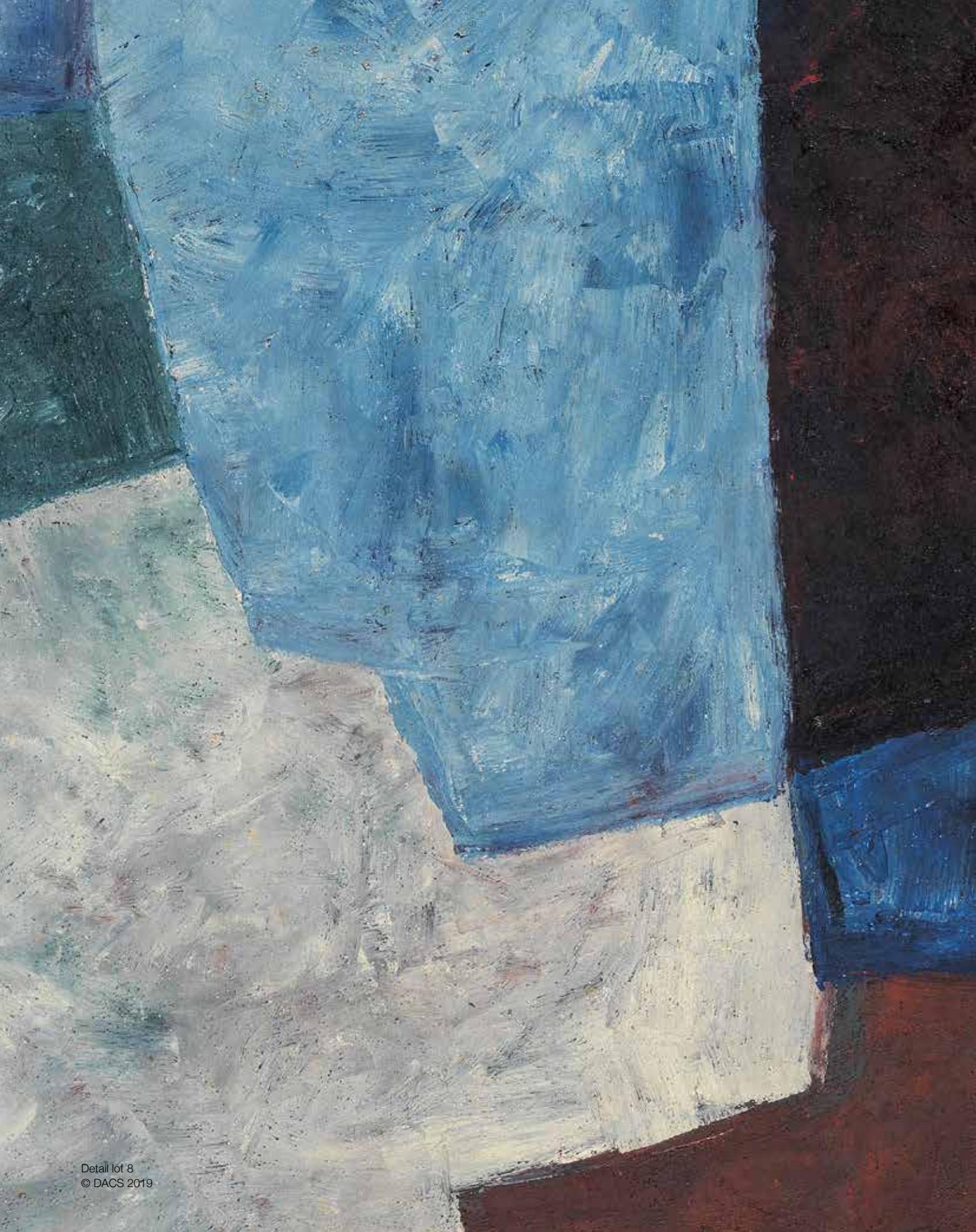
Waddington Galleries, London

Acquired directly from the above by the present owner in 1996

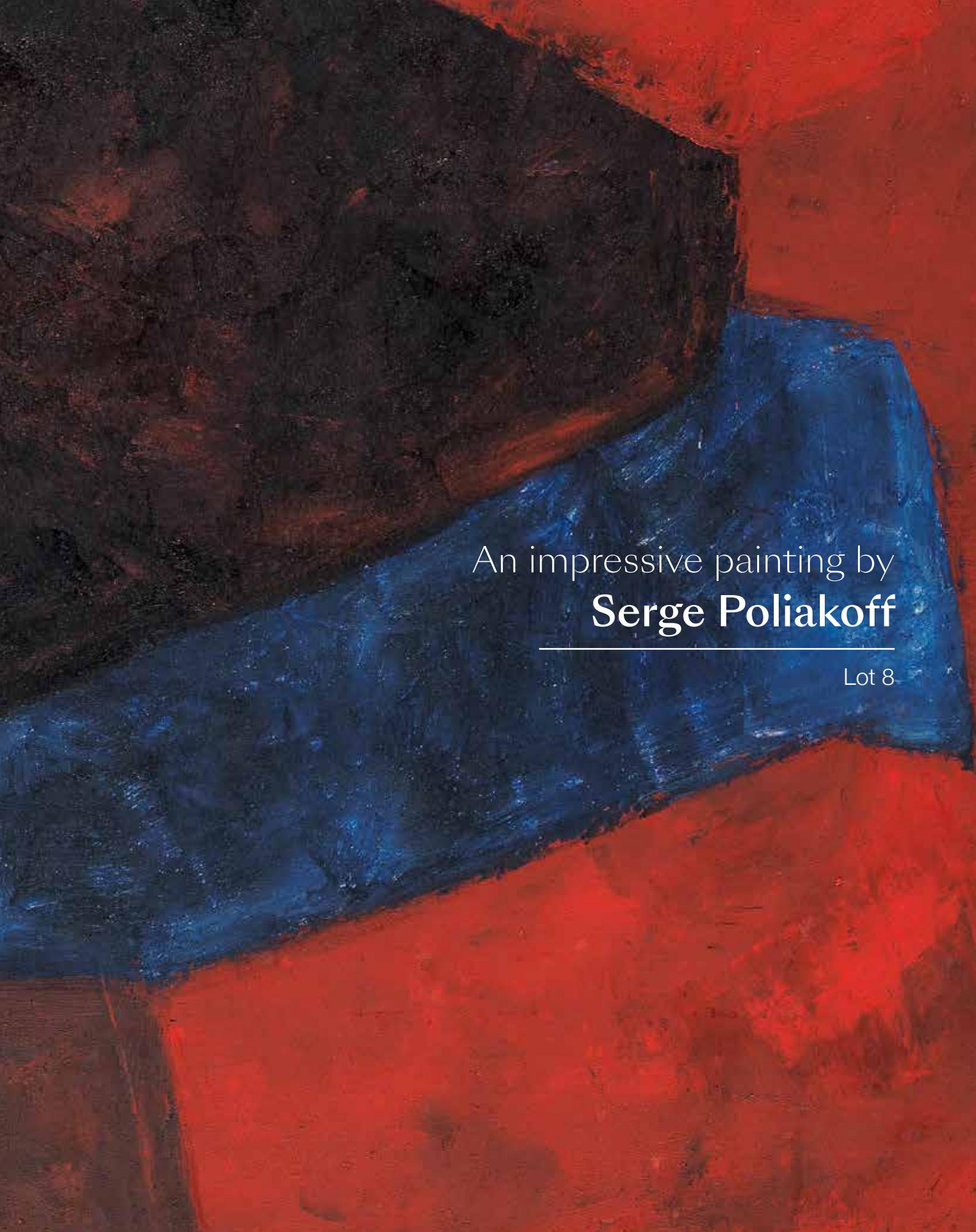
Literature

Max Loreau, *Catalogue des travaux de Jean Dubuffet, Fascicule IV: Roses d'Allah, Clowns du Désert*, Paris 1967, p. 85, no. 139, illustrated in black and white





Detail lot 8
© DACS 2019

The background image is an abstract painting by Serge Poliakoff. It features bold, expressive brushstrokes in deep red, dark blue, and black. The composition is dynamic, with a large, sweeping blue shape on the left and a vibrant red shape on the right, creating a sense of movement and depth.

An impressive painting by
Serge Poliakoff

Lot 8

8 AR

SERGE POLIAKOFF (1900-1969)

Composition abstraite

1964

signed
oil on canvas

130 by 162.2 cm.
51 3/16 by 63 7/8 in.

This work was executed in 1964.

£250,000 - 350,000
US\$310,000 - 430,000
€280,000 - 390,000

Provenance

Galerie Der Spiegel, Cologne

Galerie de France, Paris

Galeria São Mamede, Lisbon

Galeria Alvarez, Porto

Banco Pinto Magalhães, Porto (acquired from the above in 1973)

União de Bancos Portugueses, Porto

Banco Mello, Porto

Acquired directly from the above by the present owner

Exhibited

Cologne, Galerie Der Spiegel, *Serge Poliakoff*, 1964, no. 15

Paris, Galerie de France, *Serge Poliakoff*, 1964-1965

Caen, Théâtre et Maison de la Culture, *Serge Poliakoff*, 1968

Lisbon, Galeria São Mamede, *Poliakoff*, 1972, n.p., no. 15, illustrated in colour

Porto, Galeria Alvarez, *Poliakoff*, 1973, no. 13, illustrated in colour

Lisbon, Sociedade Nacional de Belas-Artes; Vila Nova de Gaia, Casa-Museu Teixeira Lopes; Oeiras, Palácio

do Egito; Torres Vedras, Galeria Municipal de Torres Vedras, *Abstração*, 2010-2015, p. 75, illustrated in colour

Cascais, Palácio Nacional da Cidadela, *Cruzeiro Seixas – Sou um tipo que faz coisas*, 2015-2016

Literature

Alexis Poliakoff, *Serge Poliakoff: Catalogue Raisonné, Volume IV, 1963-1965*, Paris 2012, p. 136, no. 64-09,
illustrated in colour



Executed in 1964, *Composition abstraite* by Serge Poliakoff is an exemplary illustration of the artist's search for balance, harmony and monumentality of form in his iconic paintings. Intensely layered and fastidiously sculpted – building up granular surfaces of rich reds and muted blues over one another – *Composition abstraite* is a testament to Poliakoff's immense talent and underappreciation as a stalwart of European abstraction in the middle of the Twentieth Century.

Magnificent in scale and aglow with the highly attractive, potent crimsons of Poliakoff's archetypal grouping of forms, the present work reaches its crescendo in an energetic compression of shapes that draws its centrifuge into a piercing vertical. Owing much to his *Cubist* forebears and challenging the hegemony of the New York school of abstract painters that included Willem de Kooning and Jackson Pollock, Poliakoff's interlocking planes of colour were amongst the most novel aesthetic developments of the period, culminating in a true affirmation of his significance for European painting when he represented France at the Venice Biennale in 1962, the same year he was awarded French citizenship.

A bridge between the Russian *Suprematism* of Kazimir Malevich and the European canon, Poliakoff is a pivotal artist of the Modernist period whose historic importance is assured, being held worldwide in museum collections that include the Museum of Modern Art, New York and the Tate Gallery in London.

Born in 1900 in Moscow, Poliakoff left Russia in 1917 following the Revolution, making his way across Europe before arriving in Paris in 1923. Quickly establishing his capability and skill as a painter, he studied at the Académie Forchot and the prestigious Académie de la Grande Chaumière. It was not until relocating to London in 1935 to study at the Slade School of Art, however, that Poliakoff truly discovered his fascination with geometric abstraction, owing much to the friendships he had formed with Robert and Sonia

Delaunay, as well as Wassily Kandinsky, during this time.

In the present work, the influence of these first-generation abstract painters breathes through the eloquent colours and crisp margins of his assemblage. A painting of gravitas and impact, *Composition abstraite* has the effect of an orchestral polyphony, matching major and minor keys in a bold symmetry of timbres; a musical harmony that can undoubtedly be further attributed to Poliakoff's consummate skill as a professional musician.

Contrasting and complimenting expertly mixed hues in an irregular jigsaw of shapes, Poliakoff's quintessential style produced a harmonious dissonance that captured the spirit of new abstraction in Paris in the 1950s and 60s. Art critic Charles Estienne wrote of "the massive stillness [...] and radiance of Poliakoff's art," continuing, "who else today could achieve such simplicity in the domain of plastic abstraction? [...] In any case, Poliakoff, who is one of the best abstract painters of his generation, is also one of the few in his age group who is so indisputably a painter" (Charles Estienne in: *Serge Poliakoff: Monograph*, Gérard Durozoi, Paris 2005, p. 176).

In *Composition abstraite*, the accomplished hand of a certified master of colour is palpably present. A painting of maturity and panache, Poliakoff divides the canvas precisely in two halves, demarcated by the vivid reds and lucent blues of the respective passages. Such an acrobatic feat of composition remains superbly understated in a painting where competing colours and tones are fused in a rhythmic balance of forms; an arrangement that would be impossible to unify were it not for the adept talent the artist has for marrying colour and composition.

Widely exhibited and completely fresh to the market, this painting reveals Poliakoff's mastery of craft; synthesising the abstract formal underpinnings of *Cubism* and *Suprematism* that were so influential for the artist, with the brushwork and texture of an academy-trained virtuoso.



Above

Serge Poliakoff, 1965

© Camera Press / Yousuf Karsh

© ADAGP, Paris and DACS, London 2019

PROPERTY FROM AN IMPORTANT ITALIAN PRIVATE COLLECTION

g AR

JANNIS KOUNELLIS (1936-2017)

Untitled

1961

signed and dated 61 on the reverse
ink on paper

99.7 by 70 cm.
39 1/4 by 27 9/16 in.

£40,000 - 60,000
US\$49,000 - 74,000
€45,000 - 67,000

This work is accompanied by a photo-certificate of authenticity signed by the artist
and by a letter from the artist and Michelle Coudray dated 2 March 2006.

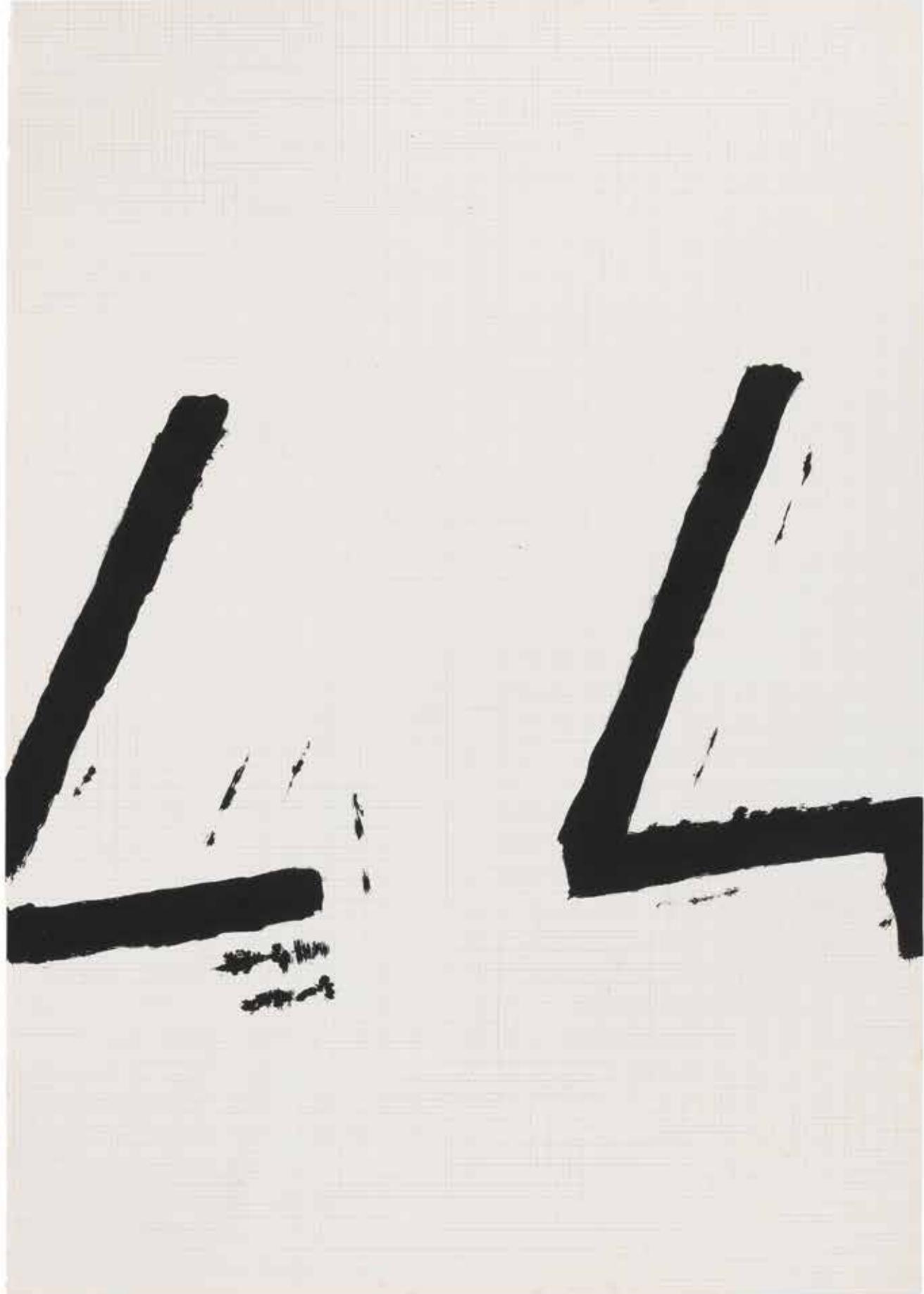
Provenance

Galleria Seconda Scala, Rome

Adriana Cian Bucciano Collection, Italy

Private Collection, Italy

Acquired directly from the above by the present owner *circa* 1975



10 AR

ALIGHIERO BOETTI (1940-1994)

Oggi il trentesimo del quarto mese uno nove otto nove
1989

signed and dated 30/4/89 on the overlap
embroidery on canvas

109.8 by 112.5 cm.
43 1/4 by 44 5/16 in.

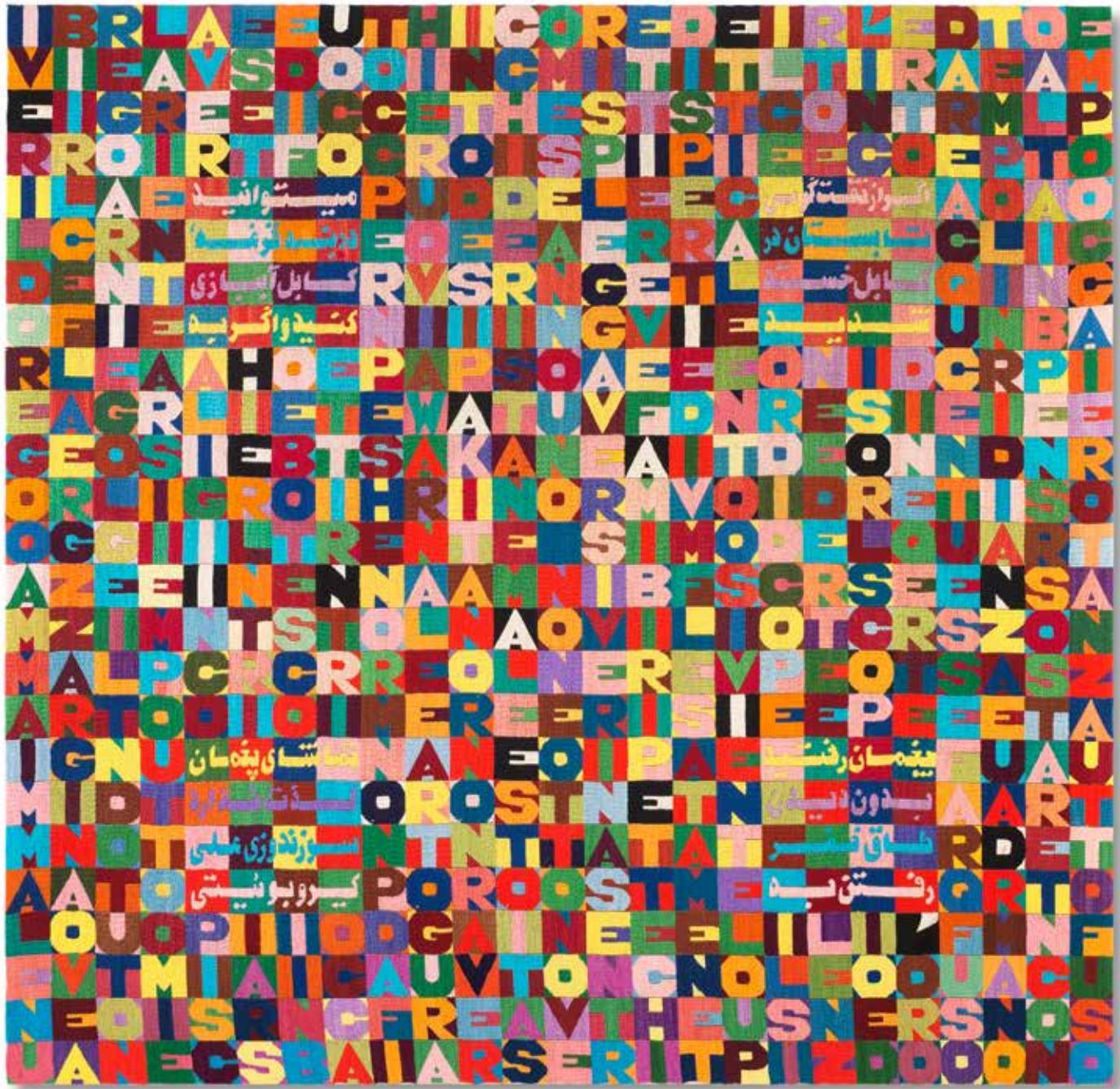
£200,000 - 300,000
US\$250,000 - 370,000
€220,000 - 330,000

This work is registered in the *Archivio Alighiero Boetti*, Rome, under no. 8011,
and is accompanied by a photo-certificate of authenticity.

Provenance

Galleria Seno, Milan

Acquired directly from the above by the present owner *circa* 1997



Alighiero Boetti is a pioneer of the Post-Modern age and one of the earliest revolutionary practitioners to use language as a formal device. Having influenced a generation of artists such as Barbara Kruger, Jenny Holzer and Lawrence Weiner he is an artist of superb intellect and broad aesthetic sense. In *Oggi il trentesimo del quarto mese uno nove otto nove* (Today is the thirtieth of the fourth month one nine eight nine) from 1989, Boetti pushes the limits of his ideas to their aesthetic limit, presenting an *arazzo* (tapestry) that is not only beautiful to the eye, but incorporates a wealth of processes, histories and ideas that enrich the kaleidoscopic grid of Latin and Farsi characters. Apparently chaotic and random at first glance, the present work elegantly hides the underlying rigour with which it is composed; a cryptographic game that draws the viewer into its dazzling visual mechanism.

Strikingly radiant and brightly coloured, the present grid is an exemplary, mosaic-like work from one of Boetti's best-known series, the *Arazzi*. Made in collaboration with traditional Afghan embroiderers, first in Kabul before moving to a workshop in Peshawar, Pakistan after the outbreak of the Afghan war in 1979, such tapestries emerged as dynamic, vivid patterns that expressed the wonderful intricacies of Boetti's practice. Interested in *ordine e disordine* – his concept of a natural balance that the artist believed existed in the world between order and chaos – in the present work, words and sayings are knotted and woven into grids that conceal their meaning until discovered.

In such enigmatic riddles – beginning from top left – as '*i verbi irregolari*' ('irregular verbs'), '*il dolce far niente*' ('sweet nothing') and *regola e regolarsi* ('rules and regulations'), the artist poses no questions and offers no answers. Instead, the poetry of the language and the beauty of their form is the integral element of their choosing. Arranged in a quad of concentric squares, one inside of another, intended to be read left-to-right or top-to-bottom, Boetti's *Arazzi* perform precisely this function, to elevate language to its highest aesthetic form, abstracting it from representative meaning or linguistic function, orientated into a *Minimalist* grid of colours.

Such a groundbreaking conceptual notion of art has made Boetti one of the most valued and respected artists of the latter half of the Twentieth Century – a true pioneer, precursor and influence to many contemporary artists working today. With works held in the Museum of Modern Art, New York, Castello di Rivoli Museum of Contemporary Art, Turin, and the Museum of Contemporary Art, Sydney, Boetti has proved his immense global appeal. Honoured posthumously in 2011 with a major retrospective of his oeuvre at the Reina Sofia Museum in Madrid, which then travelled to Tate Modern in London and the Museum of Modern Art in New York, the artist has seen a consolidation of his value both institutionally and in the market.

Briefly associated with the *Arte Povera* movement, Boetti cut ties with the group in 1972, but his acquired taste for recycling the commonplace or "non-art" continued even as a conceptual hook, finding the very fabric of communication his newfound tool. Completely original in his thinking and hugely celebrated for his influential contribution to the Post-Modern canon, Boetti repurposed language as a medium, opening up a new experience as curator Mark Godfrey suggests, "in which we read words differently and appreciate the shapes and colours of letters, rather than just approaching language for its information and instrumental purposes" (Mark Godfrey, *Alighiero e Boetti*, London 2009, pp. 128-129). An *arazzo* of exceptional quality, whose colours and composition remain fresh and vivid, *Oggi il trentesimo del quarto mese uno nove otto nove* is an elegantly sized canvas that boasts a striking spread of text and colours. Laced with poetic, enigmatic and compelling phrases, it is an extraordinary work by one of the most important and influential European conceptualists.

Right

Shrine of Khwaja Abdullah Ansari, Gazergah / Gazar Gah
(Herat province, northwestern Afghanistan)
© Roland and Sabrina Michaud / akg-images



11 AR

MIMMO ROTELLA (1918-2006)

Felina

1963

signed and dated 63; signed, titled and dated 1963 on the reverse
décollage on canvas

81 by 64.4 cm.
31 7/8 by 25 3/8 in.

£32,000 - 45,000
US\$39,000 - 55,000
€36,000 - 50,000

This work is registered in the *Fondazione Mimmo Rotella*, Milan, under no. 0319 DC 963/000,
and is accompanied by a photo-certificate of authenticity.

Provenance

Galleria de Amicis, Florence
Private Collection, Italy
JZ Art Trading Gallery, Milan
Acquired directly from the above by the present owner in 2008

Exhibited

Milan, JZ Art Trading Gallery; Perugia, Palazzo della Penna, *Mimmo Rotella - Ieri oggi domani*,
2007 - 2008, p. 37, no. 36, illustrated in colour





A signature painting by
Lucio Fontana

Lot 12

Left

Lucio Fontana in his studio, Milan, 1962
Photo Ugo Mulas © Ugo Mulas Heirs. All rights reserved
© Lucio Fontana/SIAE/DACS, London 2019

12 AR

LUCIO FONTANA (1899-1968)

Concetto spaziale, Attese
1960

signed, titled and inscribed 1+1-77AA on the reverse
waterpaint on canvas

22 by 33.5 cm.
8 11/16 by 13 3/16 in.

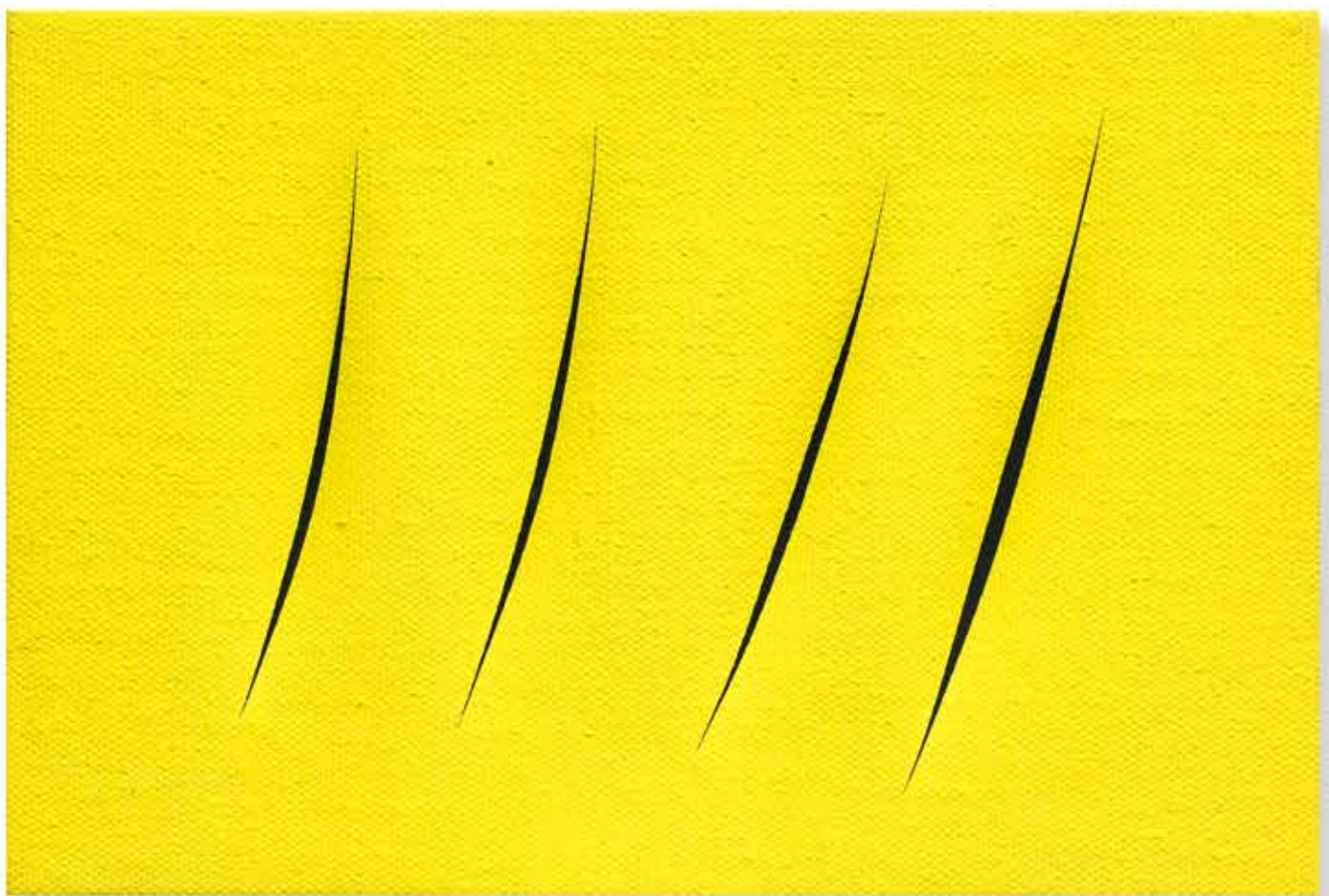
This work was executed in 1960.

£250,000 - 350,000
US\$310,000 - 430,000
€280,000 - 390,000

This work is registered in the *Fondazione Lucio Fontana*, Milan, under no. 4234/2,
and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Italy
Private Collection, Italy (by descent from the above)
Acquired directly from the above by the present owner





Above

Artemisia Gentileschi, *Judith*
Galleria Palatina, Florence
© 2019. Photo Scala, Florence

A work of pure chromatic intensity, broken only by the artist's iconic and revolutionary gesture of piercing the canvas with a rhythmic chorus of cuts, Lucio Fontana's *Concetto spaziale, Attese* (1960) is a sterling demonstration of the artist's serene incisions that crowned him one of the most important and influential artists of the Twentieth Century. Leaving a legacy that irreversibly transformed the philosophical and technical preconceptions of Modern painting, the present work is an exceptional example of Fontana's period-defining *tagli* (cuts) that he began in 1958, making this one of the earliest monochrome variations to be painted in waterpaint, with works from previous years executed with aniline.

The gorgeous yellow hue, unmistakably incised four times, radiates from a rich, matte surface over a canvas whose dimensions elevate the delicacy, precision and drama of the artist's quintessential gesture. Fresh to the market, *Concetto spaziale, Attese* is a particularly beautiful example of Fontana's *tagli* that can boast such an elegant composition, size and colour. As one of the most groundbreaking artists of the Modernist period, his work is held in museum collections around the world, including the Tate collection, London, the Guggenheim Museum, New York, the Museo Nacional de Bellas Artes, Argentina, and the Galleria Nazionale d'Arte Moderna e Contemporanea in Rome.

Born in Argentina in 1899 before moving to Italy in 1905, Fontana was an artist who was

deeply moved and inspired by the scientific breakthroughs of his day whose self-invented philosophy went beyond the horizons of contemporary art. For Fontana, painting had to adapt to the new conditions of exploration that he saw in the quickening Space Race of the 1950s and 1960s, namely: going beyond the 'surface' in order to break through to another dimension. Surviving the immense turbulence of Europe between two world wars, Fontana's *tagli*, furthermore, can undoubtedly be read as going beyond reality – beyond the horrors and shared histories, events and beliefs that painting had for so long traditionally upheld.

By cutting through the canvas, Fontana tears painting from its realist, representative form and opens up an abstracted dimension that is to be found – quite literally – within the canvas. In the radiant surface of the present work, the tension between the golden, incandescent canvas and the plunging depths of the four exquisite incisions confers upon the work a sanguine air of exuberance; an undeniable brilliance that is unique to a work as precise as *Concetto spaziale, Attese*. Belying its size, the radiant surface of the present work conjures the shimmering golden light of the sun that became an *idée fixe* for Fontana – captivated by the infinite space lying just beyond the reach of humanity. Titled 'spatial concept, expectations', Fontana's enduring project that proposes a new method and concept of space in painting – beyond the illusionistic – takes on a transcendental slant; pausing, expecting, waiting to breach the cusp of the artist's self-created dimension.

As the founder of the *Spazialismo* movement in 1947, Fontana was a consummate wordsmith, producing a series of manifestos and essays that established the conceptual logic behind his practice. He wrote, in his 1946 *Manifesto blanco*, "the discovery of new physical forces and the control of matter and space will gradually impose new conditions that have not been previously known to man in the entirety of the course of history. The application of these discoveries to all of the

modalities of life will produce a modification in the nature of man. Man will take on a new psychic structure" (the artist in: Guido Ballo, *L. Fontana: Idea per un ritratto*, New York 1971, p. 186). Fontana's writings attest to his fundamental interest in changing the aesthetic parameters that he felt must remain in-step with the contemporary concerns of scientific and philosophical enquiry. The artist's unrivalled combination of technicality, aesthetics and intellect drove him to produce arguably the most evocative and unmistakable series of works in his *tagli*. Elegant, chic and a wholly original, Fontana's sensational, almost choreographed gestures share a performative resonance with the likes of Jackson Pollock and Yves Klein, whose capitalising of the flat picture plane – throwing, dripping and impressing paint upon it – anointed them the avant-gardes of their day. Fontana's *tagli*, however, combine the monochrome surface with the gesture, piercing the canvas and boldly breaking with the conventions of 'flatness' in a completely novel process, producing one of the most dramatic aesthetic leaps of the period that proved so influential for the Dutch *Nul* and German *ZERO* groups.

Whilst Fontana had been puncturing the canvas prior to his *tagli* in his *buchi* (holes) paintings, it was not until he instituted his monochrome cuts with a blade that his work takes on a serene, violent and beautiful quality. The enigmatic sweeps of the blade in the present work creates a symphony of diagonals that waver and amplify across the canvas, an effect that is only truly observed in Fontana's *tagli* with at least four slashes.

A perfect balance between size, colour and number of cuts, *Concetto spaziale, Attese* is a majestic painting from the first two years of Fontana's productions of *tagli*, and one of the earliest produced in waterpaint. A canvas that commands a profundity and prowess in its absolute simplicity and evocation of radiant sunlight over divided shadows, it affirms Fontana's hugely important and influential position as one of the Twentieth Century's most revolutionary artists.

13 AR

GIULIO TURCATO (1912-1995)

Superficie Lunare
1968-1969

signed; signed on the reverse
oil and mixed media on foam rubber laid on board

63.7 by 90.2 cm.
25 1/16 by 35 1/2 in.

This work was executed in 1968-1969.

£12,000 - 18,000
US\$15,000 - 22,000
€13,000 - 20,000

This work is registered in the *Archivio Giulio Turcato*, Rome, under no. EP201113BM12MB,
and is accompanied by a photo-certificate of authenticity.

Provenance

Galleria d'Arte Moderna San Giorgio, Mestre
Galleria Plurima, Udine
Acquired directly from the above by the present owner *circa* 1978



PROPERTY FROM A DISTINGUISHED PRIVATE EUROPEAN COLLECTION, LOTS 14 & 15

14 AR

JEAN DUBUFFET (1901-1985)

Brouette I (avec un chou)

1964

signed with the artist's initials, dated 64 and inscribed *Brouette*; dated 26 V 64 and inscribed H 48 on the reverse
felt tip pen, ink and pencil on paper

27 by 21 cm.

10 5/8 by 8 1/4 in.

£5,000 - 7,000

US\$6,200 - 8,600

€5,600 - 7,800

Provenance

Galerie Beyeler, Basel

Robert Fraser Gallery, London

The Redfern Gallery Ltd., London

Acquired directly from the above by the previous owner in 1973

Thence by descent to the present owner

Exhibited

London, Robert Fraser Gallery, *Jean Dubuffet - Recent Paintings*, 1966

Literature

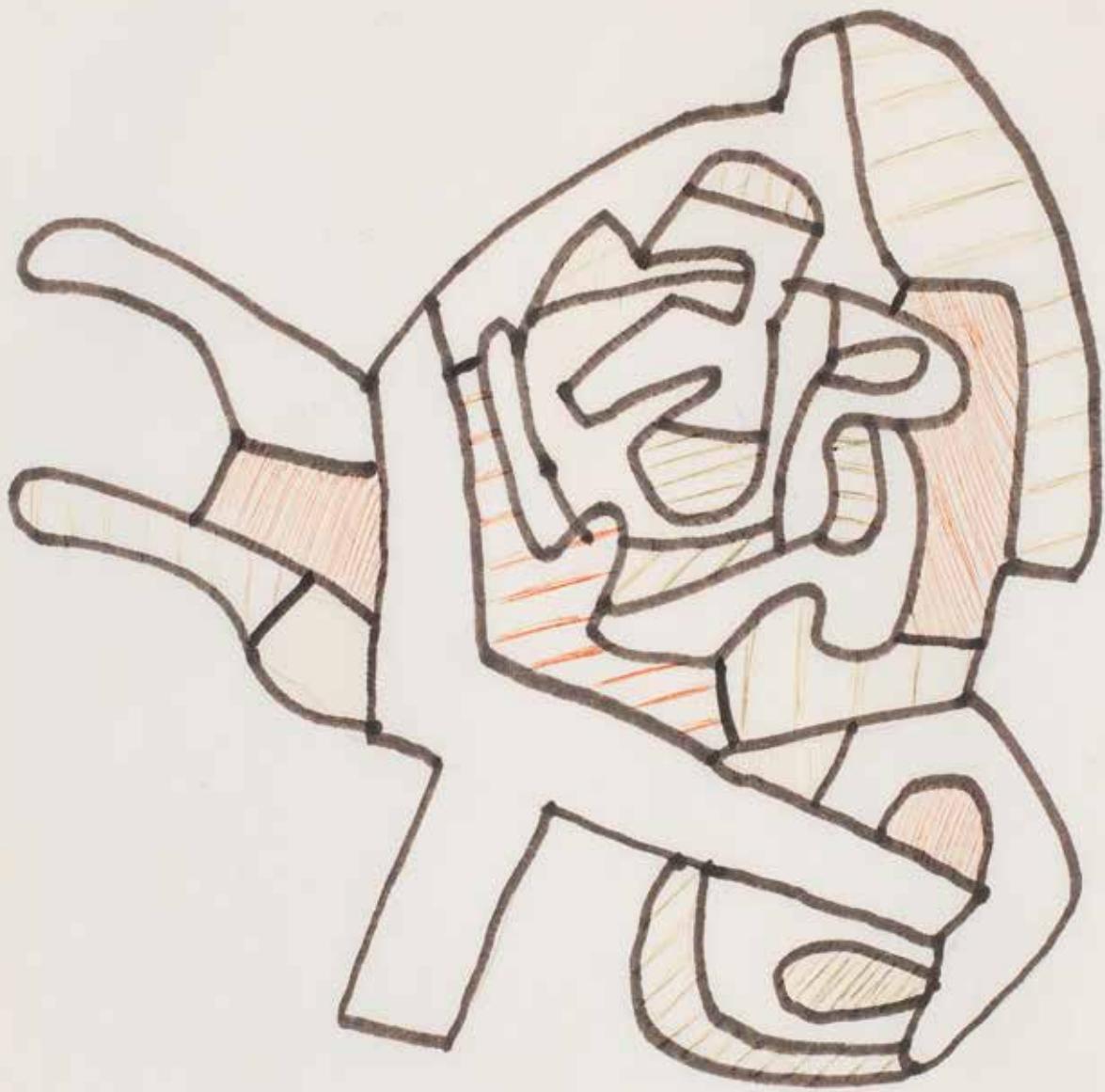
Max Loreau, *Catalogue des travaux de Jean Dubuffet: Fascicule XX: L'Hourloupe I*, Paris 1966,
p. 156, no. 329, illustrated in black and white

Bonhams is delighted to present the following two works by Jean Dubuffet and Josef Albers on behalf of a distinguished private European collection that has been carefully assembled over a period of more than 50 years.

Both completely fresh to the market, *Brouette I (avec un chou)* is an elegant work on paper belonging to Dubuffet's famous *Hourloupe* series. Josef Albers *Untitled Variant/Adobe (Grey, Black, Red)* is a very rare and powerful painting which was executed in 1947, the year the artist began this acclaimed series.

Demonstrating a refined taste, this visionary lover of art researched, studied and travelled extensively to source the artworks which range from important Post-War & Contemporary art to exquisite Chinese ceramics, in addition to Impressionist & Modern works.

Also a successful man of business, he was an active philanthropist, supporting prominent artists in the early stages of their career as well as discreetly supporting charities fighting poverty and helping disabled people.



Brouette
J.V.
64

PROPERTY FROM A DISTINGUISHED PRIVATE EUROPEAN COLLECTION, LOTS 14 & 15

15

JOSEF ALBERS (1888-1976)

Untitled Variant/Adobe (Grey, Black, Red)
1947

signed with the artist's monogram, dated 47 and variously inscribed in the margins
oil on blotting paper mounted on cardboard

43.5 by 58.5 cm.
17 1/8 by 23 1/16 in.

£120,000 - 180,000
US\$150,000 - 220,000
€130,000 - 200,000

This work will be included in the forthcoming catalogue raisonné currently being prepared
by the *Josef and Anni Albers Foundation*, under no. JAAF 1947.2.27.

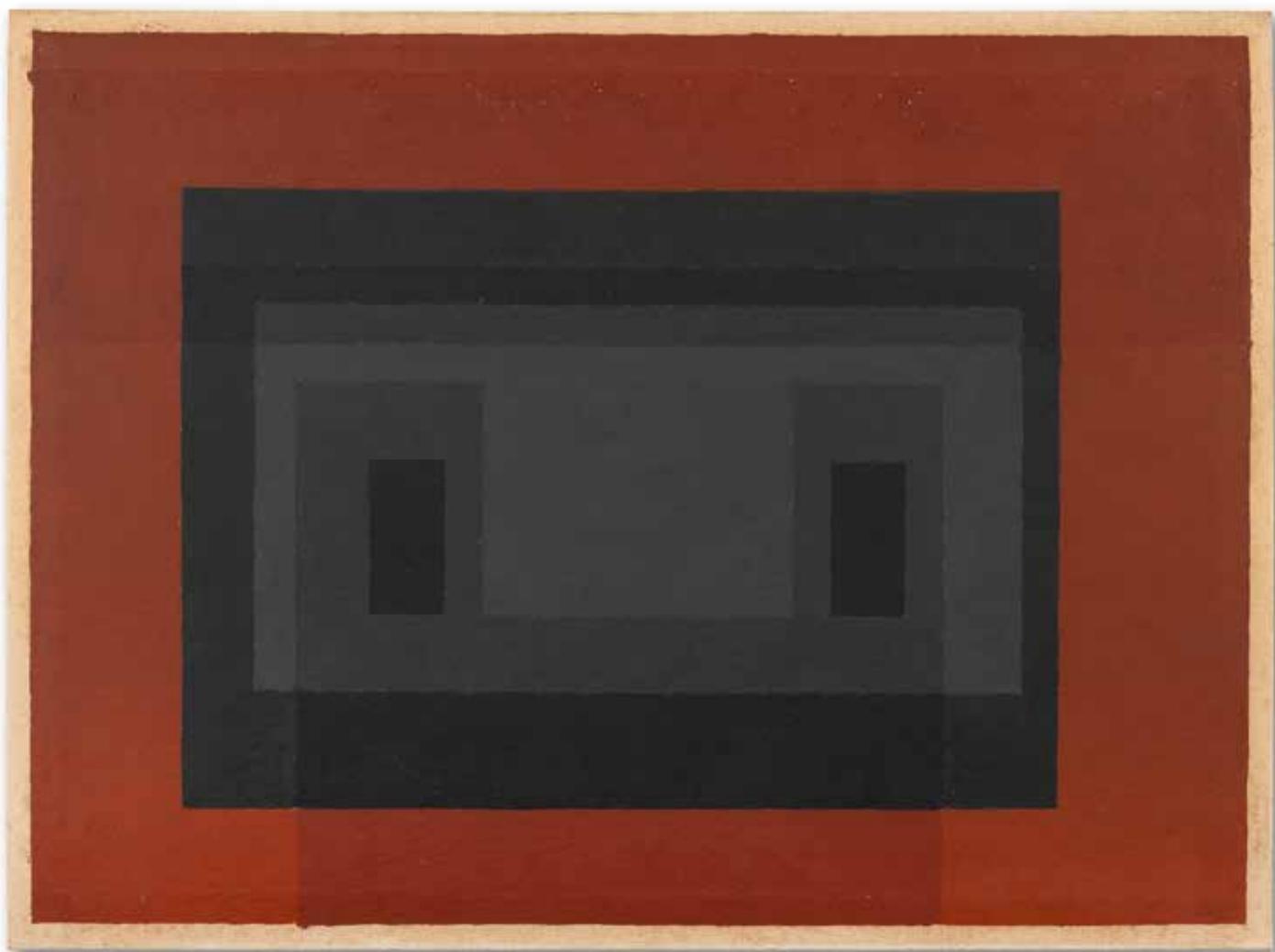
Provenance

London Arts Gallery, London (no. 141388)
Acquired directly from the above by the previous owner in 1973
Thence by descent to the present owner



Josef Albers, *Governor's Palace, Uxmal*, 1952
Solomon R. Guggenheim Museum, New York
© The Josef and Anni Albers Foundation / DACS 2019

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.



Josef Albers' *Untitled Variant/Adobe (Grey, Black, Red)* from 1947 is a work of delicate beauty and balance, painted in one of the artist's most exquisite colour combinations. Albers' legacy as an artist and theoretician was hugely significant, influencing the emergence of *Colour Field Painting*, *Geometric Abstraction* and *Op Art*. Appearing layered and complex, the immaculately rendered surface of greys over a rich venetian red is expertly painted in a single layer, projecting shadows and spaces across the work in a dynamic composition that evokes the Mesoamerican patterns that Albers was so captivated by.

Untitled Variant/Adobe (Grey, Black, Red) is one of an incredibly small number of paintings on blotting paper that the artist personally laid down on board at the time of its making. Made during his study trips to La Luz, New Mexico and Mexico in 1947 whilst on sabbatical from teaching at Black Mountain College in North Carolina, Albers was enthralled by the geometric, formal and chromatic range of designs in Native American and Mexican art. As the title of the present work suggests, Albers nods to the traditional houses built of adobe clay, acknowledging the inspiration that he found in native cultures, and elicits the deep, organic terracotta building material in its striking palette. Having produced at least 100 *Adobe/Variant* works in 1947, Albers subsequently destroyed or painted over many of these, making the present work a still more exceptional painting from this seminal passage of his practice.

Inspired as he was by pre-Columbian and Pueblo Indian architecture and sculpture that he saw on his research trips, to Albers, "Mexico [was] truly the promised land of abstract art. For here it is already thousands of years old" (the artist in: Nicholas Fox Weber and Jessica Boissel, *Josef Albers and Wassily Kandinsky: Friends in Exile: A Decade of Correspondence, 1929-1940*, Manchester and New York 2010, p. 91). Such was the importance of Albers' relationship to Pre-Columbian art, it formed the thematic imperative behind the major exhibition in 2017, *Josef Albers in Mexico* at the Solomon R. Guggenheim Museum in New York, who, alongside The Metropolitan museum in New York hold comparable works from the same series in their collections. *Untitled Variant/Adobe (Grey, Black, Red)* remains one of the earliest and most outstanding examples of Albers' painting from this period that eloquently investigates the phenomenology and psychology of perception as it pertains to light and colour.

A teacher at the Bauhaus between 1923 and 1933 – before moving to Black Mountain College, where Josef and Anni Albers led the arts programme following their departure from Nazi Germany and the closure of the Bauhaus academy in Berlin in April 1933 – Albers was a central figure of the revolutionary school that was at the centre of burgeoning European Modernism in art, architecture and design. Examining the compositional and formal effects of colour and shape, Albers was fascinated by the versatility and fragility of perception, commenting: "every perception of color is an illusion [...] We do not see colors as they really are. In our perception they alter one another. [...] This play of colors, this change in identity, is the object of my concern. It leads me to change my color tool, my palette, from one picture to the next" (the artist in: Eugen Gomringer, *Josef Albers*, New York 1967, p. 104).

In the present work, Albers draws the spectator's eye by creating the impression of transparency, fastidiously employing ingenious inflections of tone that wonderfully demonstrate the artist's lifelong, pioneering work in the field of colour theory; an effect that he referred to as "photo-illusion". As art historian E.H. Gombrich testifies, "what a painter inquires into is not the nature of the physical world but the nature of our reactions to it [...] conjuring up a convincing image despite the fact that not one individual shade corresponds to what we call 'reality'" (E.H. Gombrich, *Art & Illusion: A study in the psychology of pictorial representation*, New York 1960, p. 44). Predating his *Homage to the Square* series, *Untitled Variant/Adobe (Grey, Black, Red)* is an early, momentous example of Albers oeuvre, that encapsulates the dynamic phenomenological shift in abstract painting that was so pivotal for *Minimalism* and *Op art*.

A foundational painting from a series that forms the basis for Albers' experimentations with light and composition, *Untitled Variant/Adobe (Grey, Black, Red)* is a painting from a storied and decisive moment in the artist's life. Fresh to the market, having remained in the same family collection for nearly 50 years, it represents an opportunity to acquire a work of outstanding history and importance.

Right page

Detail lot 15

An elegant sculpture by
Max Bill

Lot 16



16 AR TP

MAX BILL (1908-1994)

fläche im raum von einer linie begrenzt

1952-1994

numbered 2/2

chrome-nickel steel

138.5 by 280 by 70 cm.
54 1/2 by 110 1/4 by 27 9/16 in.

This work was conceived in 1952 and executed in 1994.

£200,000 - 300,000

US\$250,000 - 370,000

€220,000 - 330,000

This work is registered in the *max, binia + jakob bill stiftung*, Adligenswil, and is accompanied by a photo-certificate of authenticity.

This work will be offered with the original base.

Provenance

Acquired directly from the artist by the present owner



A resolute autodidact and true polymath, Max Bill's sculpture *fläche im Raum von einer Linie begrenzt* (1952-1994), loosely translated as 'surface in space, confined by a line,' is a monumental work that is one of the most outstanding sculptures by Bill to come to market in recent years, demonstrating the Swiss artist's fastidiously technical and enduring vision of art that made him such a broadly influential artist of the Modern age.

With works held in major museum collections that include the Museum of Modern Art, New York, the Art Institute of Chicago and the Centre Pompidou in Paris – as well as his public artworks, such as the *Pavillon-Skulptur* in Zurich, that have become landmarks in their own right – Bill has recently seen a significant reassessment, coinciding with the 100th anniversary of the opening of the Bauhaus school in Weimar in 1919. Audaciously pure and deceptively simple, the present work is a sterling example of Bill's mathematical approach to art-making; a supremely elegant sculpture that formalises the concept of infinity in an eloquent and harmonious single piece of chrome-nickel steel – a hardened metal that can be presented both indoors and outdoors.

A testament to the artist's perfectionism and attention to detail, he first conceived of *fläche im Raum von einer Linie begrenzt* in 1952, when he built a small gilded brass maquette. However, it was not until 1993, when Bill met Karl-Franz Binder of the Binder Metal company, that the artist decided work with industry experts in order to fabricate the sculpture in the material and at the scale that we see in this work. Not an unusual method for Bill, he would often revisit his designs and ideas, only beginning the process of executing his vision once the technicalities of the form had been perfectly resolved to their purest form. "A work of art," Bill wrote, "must be entirely conceived and shaped by the mind before its execution. It shall not receive anything of nature's or sensuality's or sentimentality's formal data" (the artist in: Edwin Heathcote, 'Max Bill – the cult figure who shaped 20th-century design and architecture', *Financial Times*, June 7, 2019, online).

Seamlessly knotted through a smooth plane of cool, polished steel, the mind-bending feat of manufacturing a multi-

dimensional form that has only one surface area and one edge is achieved in a sculpture of immense and poetic proportions in the present work. Captivated by the Möbius strip – a surface of one continuous side formed by joining the ends of a rectangle twisted through 180° – and the mathematical notion of infinity, Bill's sculptures consistently play host to the abstract wonders of mathematics and geometry, which, when realised in the material, emerge as objects of beautiful, transcendent simplicity.

As an architect, sculptor, designer, painter and teacher, Bill embodied the aspirations of the Bauhaus movement, who collectively sought to synthesise the arts, including graphic design, interiors and typography, into one total work of art. Born in Zürich in 1908, Bill trained as a silversmith before a decisive encounter at the age of 16 with Sophie Taeuber-Arp launched his interest in contemporary art practice. Whilst Bill would go on to be invited to exhibit alongside Hans and Sophie Taeuber-Arp, Piet Mondrian and Georges Vantongerloo as part of the *Abstraction-Creation* group throughout his mid-twenties, it was his studies at the Bauhaus school in Dessau in 1927, under the pupilage of Josef Albers, Wassily Kandinsky, Paul Klee, Oskar Schlemmer and László Moholy-Nagy – in the midst of an unparalleled generation of influential Modernist creatives that Bill would befriend and work alongside throughout his career – that he truly began to emerge as the multifaceted and superbly gifted artist and designer Bill is recognised as today.

As an artist whose influence has been felt across genres, Max Bill's *fläche im Raum von einer Linie begrenzt* is an immaculate demonstration of the artist at his most purely creative and uncompromising. Featuring the smooth metallic curves that call to mind the aerodynamics of an aircraft's fuselage, the wonderful synthesis of science, mathematics and art in the present work is tangible and thrilling. A timeless, large-scale piece that has never been offered for sale or placed on public view, it is a sculptural work that encapsulates and defines the legacy of one of the most important students of the Bauhaus.



Alternate view

17 * AR

A. R. PENCK (1939-2017)

Serie über Raum 4

1982

signed

dispersion on canvas

146.5 by 114 cm.
57 11/16 by 44 7/8 in.

This work was executed in 1982.

**£70,000 - 100,000
US\$86,000 - 120,000
€78,000 - 110,000**

Provenance

Sonnabend Gallery, New York

Galerie Michael Werner, Cologne (no. 348)

Acquired directly from the above by the present owner in 2006

Exhibited

New York, Sonnabend Gallery, *A.R. Penck*, 1982

Amsterdam, Aschenbach Galerie, *Schilderijen en tekeningen*, 1988

Cologne, Galerie Michael Werner, *Accrochage*, 1999

Tokyo, Galerie Sho, *A. R. Penck since the 1970s to the present*, 2008



art: penck



Detail lot 17





18 * TP

GLENN LIGON (B. 1960)

Photo Pocket

1995

cotton canvas, vinyl, metal rings, rope, acetate and chromogenic prints

132.1 by 33 by 33 cm.

52 by 13 by 13 in.

This work is number one from an edition of seven.

£25,000 - 35,000

US\$31,000 - 43,000

€28,000 - 39,000

Provenance

Private Collection

Sale: Phillips, New York, *Contemporary Art Day*, 16 May 2014, Lot 321

Acquired directly from the above by the present owner

Exhibited

Philadelphia, Fabric Workshop and Museum; Boston, Massachusetts Institute of Technology List Visual Arts Center, *Glenn Ligon: Skin Tight*, 1995 (another example exhibited)

Literature

David Chandler, John Gill, Tania Guha and Gilane Tawadros Eds., *Boxer: an Anthology of Writings on Boxing and Visual Arts Practice*, London 1996, p. 60-61 and 68-69 another example illustrated in colour (installation view) and p. 65 another example illustrated in colour
Marion Boulton Stroud, *New Material as New Media: The Fabric Workshop*, Philadelphia 2002, p. 173, another example illustrated in colour

Alternate view



PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

19 TP

RAYMOND PETTIBON (B. 1957)

No Title (*We dogs are...*)

2013

acrylic, ink, pencil and collage on paper

140.5 by 208.4 cm.

55 5/16 by 82 1/16 in.

This work was executed in 2013.

£50,000 - 70,000

US\$62,000 - 86,000

€56,000 - 78,000

Provenance

David Zwirner, London

Acquired directly from the above by the present owner in 2014

Exhibited

New York, David Zwirner, *Raymond Pettibon: To Wit*, 2013, n.p., illustrated in colour



WE DOGS ARE ALL-A-MOURIN'
WE DOGS HAVE LOST OUR MASTERS.

20 *

JONAS WOOD (B. 1977)

Untitled (black and gray)

2009

signed, titled and dated 2009 on the reverse
oil and acrylic on linen

157.5 by 109.2 cm.
62 by 43 in.

£300,000 - 400,000
US\$370,000 - 490,000
€330,000 - 450,000

Provenance

Anton Kern Gallery, New York

Gagosian Gallery, Los Angeles

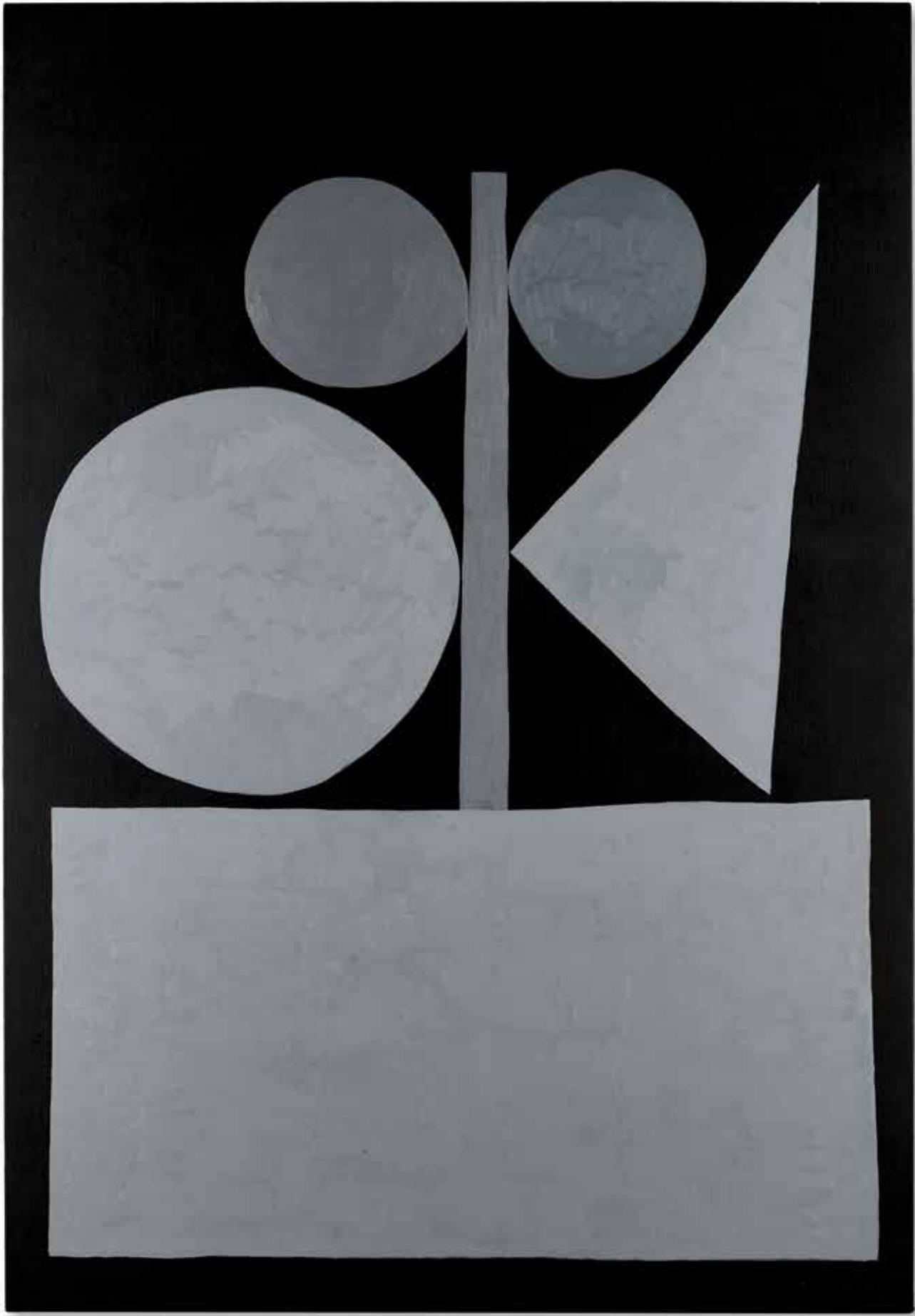
Acquired directly from the above by the present owner

Literature

Jonas Wood and Anton Kern, *Jonas Wood – New Plants*, New York 2010, p. 29, illustrated in colour

"You only need a couple colors and a couple shapes to make something work. Sometimes I push the boundaries of that. It is about how you set up a challenge."

- Jonas Wood in an interview with Jennifer Samet, 'Beer with a Painter, LA Edition: Jonas Wood',
www.hyperallergic.com, 12 September 2005



Jonas Wood has emerged in the last two decades as one of the most highly sought-after and respected contemporary American artists working today. In a painting of exceptional finesse and precision, *Untitled (black and gray)* illustrates the audacious skill Wood possesses, drawing upon the shapes, lines and colours of his forebears such as Henri Matisse, Alexander Calder and Ellsworth Kelly. His invocation and adaptation of Modernist formalism has drawn him significant esteem, notably awarded with his first major institutional survey at the Dallas Museum of Art, Texas, between March and July 2019.

Suspended over deep matte black, a chorus of shapes in the vein of Calder's mobiles sits firmly atop of a dense plinth of paint. Completely flattened and stripped of realist qualities, Wood's potted plant in *Untitled (black and gray)* from 2009, teeters on the cusp of pure form, becoming a symphony of shapes that oscillate through warm, dulcet shades of grey. Rendered with acute precision and deliberation, the present work is a visual delight, whose asymmetrical composition holds the painting in a firm equilibrium of weights and shapes.

Combining the aesthetic tools of *Cubism* and *Colour Field Painting* with the observed reality of his studio and life as an artist, Wood is able to interrogate the formalities of the object as it is represented, in addition to probing the nature and limits of representational and abstract painterly styles. Living with his wife and fellow artist Shio Kusaka – a ceramicist – Wood and Kusaka allow their respective practices to blend and reciprocate with one another. Drawing inspiration from the formal and aesthetic simplicity innate to their respective crafts, Kusaka's pottery has often been a central subject for Wood's large format paintings of vases and plant pots. In the present work, however, the potted plant is abstracted to the very limit of realism, evolving into a set of symbols and shapes that channel the iconic character of Matisse's cut-outs and the hard-edge painting of Kelly.

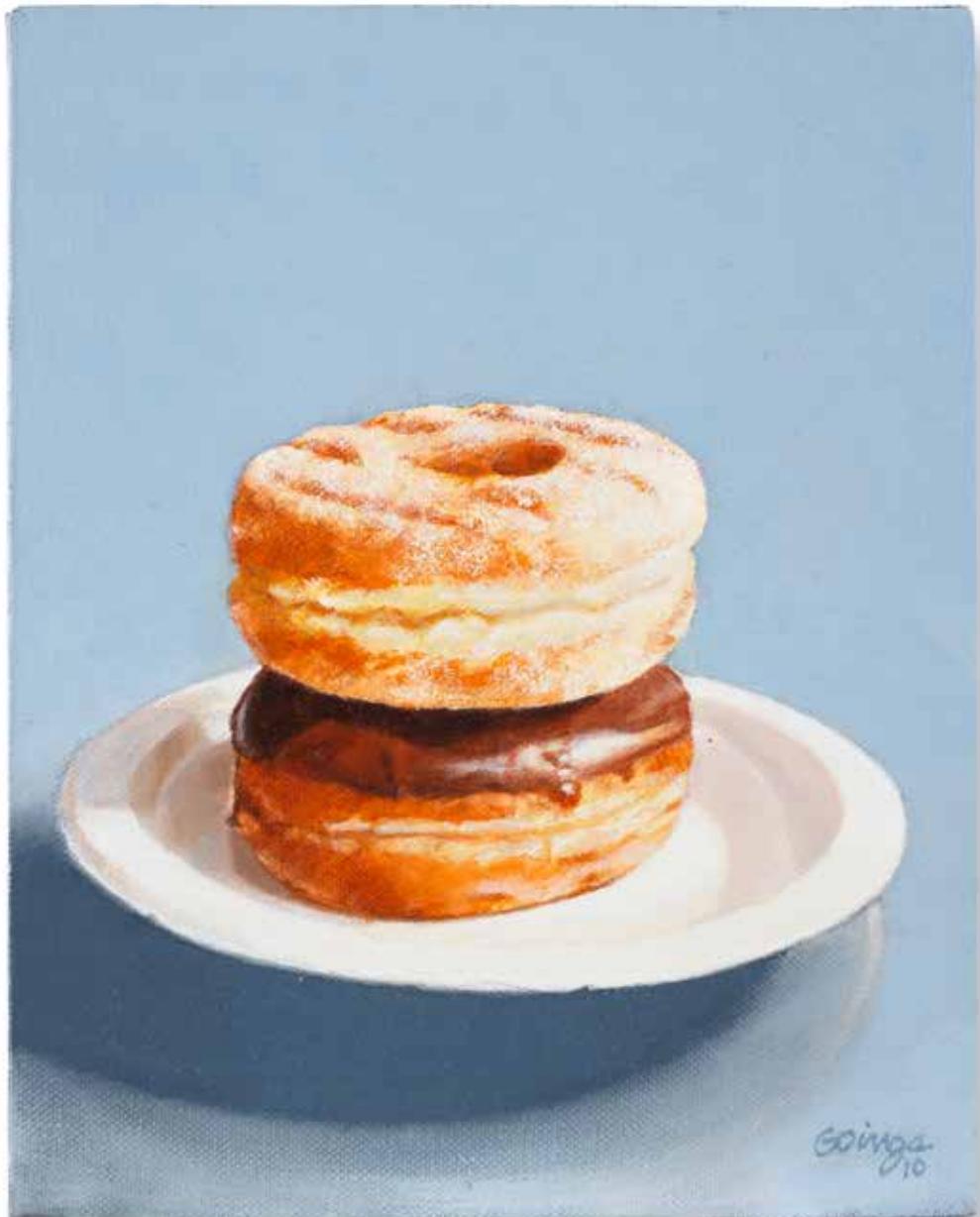
Reviving the Modernist canon in his practice, Wood injects a contemporary potency to the paintings that is found in the careful, laboured brushstrokes of its surface and the nuanced shades of his composition. Art critic Roberta Smith notes how "more than ever his works negotiate an uneasy truce among the abstract [and] the representational, [achieving] this with a dour yet lavish palette, tactile but implacably workmanlike surfaces and a subtly perturbed sense of space in which seemingly flattened planes and shapes undergo shifts in tone and angle that continually declare their constructed, considered, carefully wrought artifice" (Roberta Smith, "Jonas Wood," *The New York Times*, 18 March 2011, p. C31). Constructing his abstracted still lives from an elegant set of grey silhouettes, the artist evokes the sobriety of the classical trope, the *memento mori*, a theme in painting from the Christian tradition that alluded to the brevity and fragility of life. Painted in their geometrical form, however, Wood's plants do not die or wilt. Instead, a testimony to the currency of abstraction, the colour fields and cut-outs of *Untitled (black and gray)* remain as constant and significant as they have been for nearly a century.

Collected by public museums that include the Museum of Modern Art, New York, and the Museum of Contemporary Art, Los Angeles, Wood has established broad institutional and critical support. Across a canvas of beautifully chic and demure proportions, *Untitled (black and gray)* is embedded in a rich network of art-historical associations, and demonstrates Wood's superb talent as a contemporary artist able to contend with the challenge laid down by the great masters of abstract painting.



Above

Alexander Calder, *Mobile (Arc of Petals)*, 1941
Collection of the Solomon R. Guggenheim Museum, New York
© The Solomon R. Guggenheim Foundation, Peggy
Guggenheim Collection, Venice, 1976
© 2019 Calder Foundation, New York/DACS, London



21 *

RALPH GOINGS (1928-2016)

Double D
2010

signed and dated 10; signed, titled and dated 2010 on the reverse
oil on canvas

25.5 by 20.7 cm.
10 1/16 by 8 1/8 in.

£18,000 - 25,000
US\$22,000 - 31,000
€20,000 - 28,000

Provenance

OK Harris Works of Art, New York (OK#176)
Acquired directly from the above by the present owner in 2013

Exhibited

New York, OK Harris, *The Donut Suite*, 2011
Montreal, Galerie de Bellefeuille, *Au-delà du réel / Beyond realism*,
2012, p. 38, illustrated in colour



22 *

RALPH GOINGS (1928-2016)

Last in the box
2010

signed and dated 10; signed and titled on the overlap
oil on canvas

10.2 by 12.7 cm.
4 by 5 in.

£10,000 - 15,000
US\$12,000 - 18,000
€11,000 - 17,000

Provenance

OK Harris Works of Art, New York (OK#170)
Acquired directly from the above by the present owner in 2012

Exhibited

New York, OK Harris, *The Donut Suite*, 2011

23 * AR

DAVID HOCKNEY (B. 1937)

Hollywood Pool and Palm Tree
1965

signed, dated 65 and inscribed by order of Kasmin and Continental Hotel Hollywood
coloured pencil and pastel on paper

35.5 by 42.9 cm.
14 by 16 7/8 in.

£250,000 - 350,000
US\$310,000 - 430,000
€280,000 - 390,000

Provenance

Kasmin Ltd., London
André Emmerich Inc., New York
Acquired from the above by the present owner in 1983

Exhibited

London, The Whitechapel Art Gallery, *David Hockney - Paintings, prints and drawings 1960-1970s*, 1970, no. D.35
Munich, Staatliche Graphische Sammlung München, *Zeichnungen und Druckgraphik*, 1977, no. 12
(incorrect dimensions)
Lisbon, Fundação Calouste Gulbenkian, *David Hockney - Gravura e Desenho*, 1977, n.p., no. 4, illustrated
in black and white
New Haven, Yale Center for British Art; Minneapolis, The Minneapolis Institute of Arts; Bloomfield Hills,
Cranbrook Academy of Art; Kansas City, William Rockhill Nelson Gallery and Atkins Museum of Fine Arts;
Washington, Hirshhorn Museum and Sculpture Garden; Toronto, Art Gallery of Ontario; Toledo, The Toledo
Museum of Art; San Francisco, The Fine Arts Museum of San Francisco; Denver, The Denver Art Museum
and New York, Grey Art Gallery and Study Center, New York University Faculty of Arts and Science, *David
Hockney - Travels with Pen, Pencil and Ink*, 1977 - 1980, n.p., no. 20, illustrated in black and white
Tehran, Tehran Museum of Contemporary Art, *David Hockney - Travels with Pen, Pencil and Ink*, 1980, n.p.,
illustrated in black and white
London, Tate Gallery, *David Hockney - Travels with Pen, Pencil and Ink*, 1980, n.p., illustrated in black and white
Cologne, Museum der Stadt Köln, *Westkunst*, 1981

Literature

David Hockney, *72 Drawings by David Hockney*, London 1971, n.p., no. 17, illustrated in black and white
Nikos Stangos, *Pictures by David Hockney*, London 1976, p. 52, illustrated in black and white (incorrectly titled)
Nikos Stangos, *David Hockney by David Hockney*, London 1976, p. 114, illustrated in black and white

A testament to the exuberant palette and cool nonchalance of Los Angeles in the mid-1960s, *Hollywood Pool and Palm Tree* (1965) encapsulates the energy and vision with which David Hockney approached contemporary painting in a setting that saw the artist produce his most significant and iconic works. Set in one of his definitive borders, the strong colours of the present work speak to Hockney's romanticising of his Californian lifestyle; blossoming forth with a palpable vitality and a refined composition that calls to mind the angles of Ed Ruscha's gas stations, the florid shapes of Jean Dubuffet's *L'Hourloupe* paintings and the *Pop* palette of Andy Warhol.

Illustrating his hallmark motifs of palm trees, swimming pools and loungers, Hockney's Hollywood has endured as an image of timeless

elegance, expressing the allure of Southern California that drew the artist there for the first time in 1964. Enthralled by the colours and radiant sunlight of the region, his Californian swimming pools have become the most sought after and celebrated works by the artist, held in museums all over the world that include the Tate Collection, London, the Art Institute of Chicago and the Museum Ludwig in Cologne. Prototypical of his painterly style that combines an aloof realism informed by Cubist forms and the chic lines of *Pop Art*, *Hollywood Pool and Palm Tree* reveals a studied approach to the hotels and homes of the Hollywood neighbourhood, resplendent in the vivacious colours that capture the potent exoticism and eroticism of the West Coast.

Impassioned by Americana, Hockney nonetheless remained a devotee





of painting and drawing, absorbed by technical resolutions to best depict his environment and the aesthetic challenges that Modernism had posed to realist painting: "It is a formal problem to represent water," commented Hockney, "it's an interesting one and it's a permanent one [...] It offered an opportunity for abstraction" (the artist in: Nikos Stangos ed., *David Hockney by David Hockney*, London 1988, p.100). In this way, the artist's works of the mid-1960s present a revitalised and utterly unique vision of the landscape through the lens of *Pop Art*; a fresh approach to representing his surroundings in which Hockney combined traditionalist realism with contemporary exuberance.

Undoubtedly, in *Hollywood Pool and Palm Tree* Hockney positions himself alongside the vanguard painters of his day, sampling the seductiveness of *Pop* artists like Ruscha and Tom Wesselmann, and inspired by the shapes and patterns of Dubuffet's *Hourloupe* cycle. This vivid mix of style and setting produces a drawing of eloquent simplicity, integral as his works on paper were to producing the large-format masterworks for which Hockney is so acclaimed. It is in such works as *Peter Getting out of Nick's Pool* (1966) and *A Bigger Splash* (1967) – in the Walker Art Gallery, Liverpool, and Tate Collection respectively – that the importance of Hockney's drawings can be appreciated, employing shifting perspectives and brilliant passages of colour.

Exemplifying Hockney's revered works made between 1964 and 1967, *Hollywood Pool and Palm Tree* is a work that is immediately identifiable as coming from this momentous period in his career. Featuring Hockney's quintessential

device of a deep border, the fixtures of the artist's Californian milieu are drawn with typical verve; the artist's versatile draughtsmanship as unmistakable in the crests of the swimming pool's ripples as it is in the pile of the rose-pink carpet.

A work that has been widely exhibited, previously included in a solo exhibition at the Whitechapel Art Gallery, London, in 1970, and the exhibition *David Hockney – Travels with Pen, Pencil and Ink* that toured globally between 1977 before its final view at the Tate Gallery, London, in 1980, the present work has since remained in the same collection for more than 35 years. In what remains the artist's seminal subject matter, *Hollywood Pool and Palm Tree* delivers a precise and harmonious vista across a classic Hockney scene, priding the colours and characters of the artist's California period that proclaim his formal investigations and his American dream come to life.

Above

Roosevelt Pool Summer 2012, 2012
© Sherri J Photography

Right

Detail lot 23



24 AR

DAVID HOCKNEY (B. 1937)

Dale and Mo
1966

signed, titled and dated 1966
pencil on paper

50 by 40 cm.
19 11/16 by 15 3/4 in.

£28,000 - 35,000
US\$34,000 - 43,000
€31,000 - 39,000

Provenance

Sale: Christie's, London, *Contemporary Art*, 6 April 1989, Lot 644A

Private Collection, Italy

Sale: Finarte, Milan, *Disegni e Acquarelli del XX secolo*, 11 June 1990, Lot 74

Private Collection, UK

Sale: Christie's, London, *Modern British Art*, 20 June 2018, Lot 132

Acquired directly from the above by the present owner

Exhibited

London, Editions Graphiques Gallery, *David Hockney, A Private View*, 1988, no. 41, illustrated in back and white

Literature

Peter Webb, *Portrait of David Hockney*, London 1988, n.p., no. 58, illustrated in black and white

This drawing depicts Dale Chisman and Mo McDermott, lying on Hockney's bed in his flat in Notting Hill Gate, London, in 1966.



publ. 1968

1968



PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

25 AR

ANTONY GORMLEY (B. 1950)

Tentative
2014

signed, titled, dated 2014 and inscribed *for Open School East* on the reverse
carbon and casein on paper

19 by 27.7 cm.
7 1/2 by 10 7/8 in.

£5,000 - 7,000
US\$6,200 - 8,600
€5,600 - 7,800

Provenance

Sale: Open School East, London, *Open School East Benefit Auction*, 21 November 2014, Lot 109 (donated by the artist)
Acquired directly from the above by the present owner



26 AR

GRAYSON PERRY (B. 1960)

Untitled
1990

stamped twice to the rim
glazed earthenware

38 by 45.5 cm.
15 by 18 in.

This work was executed *circa* 1990.

£7,000 - 10,000
US\$8,600 - 12,000
€7,800 - 11,000

Provenance

Gift from the artist to the present owner *circa* 1990

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



A monumental sculpture by Tony Cragg

Lot 27

Majestic and monumental, *Constant Change* from 2005 is an extraordinary sculpture that shimmers and ripples in ribbons of stainless steel, hanging poised in space and appearing to defy laws of gravity and matter. The complexity of the structure is striking and supremely rare in his practice with two columns connected by a delicate parabola. It is the culmination of many years of exploration into the plastic arts and his pioneering use of material. "There is this idea that sculpture is static, or maybe even dead, but I feel absolutely contrary to that," said Cragg in a 2007 interview. "I'm not a religious person—I'm an absolute materialist—and for me material is exciting and ultimately sublime. When I'm involved in making sculpture, I'm looking for a system of belief or ethics in the material. I want that material to have a dynamic, to push and move and grow," (the artist in: Robert Ayers, 'The AI Interview: Tony Cragg.', Art Info, 10 May 2007, online source).

The brilliant shine of the work's surface opens up new possibilities of meaning, distorting the reflection of the world around the sculpture and bringing the luscious contours of the work's 'skin' to life. The seemingly random voluptuousness of the composition is in fact based on the artist's choice of material and is based on the architectural qualities of stainless steel and the mathematical relation between form and structure. His sensitivity to different materials is and has been the starting point for his work. Different materials give different emotional experiences, both for the artist and for the viewer. Tony Cragg himself has noted that the word material derives from the Latin word *mater*, meaning mother. Like a mother, the material gives birth to the thought; the different properties of a material give rise to the idea, which produces the form.

His later works known as *Rational Beings*, of which the present lot is perhaps the crowning example, develop this interest into a series of articulated columns, no longer concerned with the organic, but with the dynamic. In these works, profiles emerge and disappear from their surfaces and thereby push towards a new abstracted understanding of the human, or meta-human figure. In the later part of his career he has been confronting notions of compression and expansion in his works

where recognisable forms such as facial profiles, although distorted, become apparent. These works have an almost futuristic element to them, reminiscent of technology synonymous with 3D printing or engineering more familiar at NASA.

The reflections within the column's surface introduce an important dialogue between the sculpture and the space it occupies. Commissioned for the present owner, *Constant Change* is not complete until it is installed, a key part of its composition being the images and changing light reflected on its smooth surface. While many of Cragg's contemporaries rely on the same reflective qualities for their own sculptures, the alternating recessions and projections of Cragg's globular, organic shapes create an even more varied surface that intentionally distorts its surroundings. While an industrial material, the steel takes on an almost liquefied trait that reads more like rippled water or flowing mercury than a static object or a conventional bronze.

Sir Tony Cragg has been one of the world's foremost sculptors for more than three decades, bursting to prominence in 1988, the year in which he won both the Turner Prize and was selected to represent the UK at the Venice Biennale. Not only has his work helped to define the plastic arts in museums and within the art market for the past quarter century, his profound engagement with sculpture has served to influence subsequent generations of artists as a result of his roles as Professor at Ecole Nationale Supérieure des Beaux Arts, Paris, France (1999–2009) and Professor at Kunstakademie, Düsseldorf, Germany (2009 to present). He has shown in many of the world's most prestigious and important museums and his works are in many of the world's major collections including the Tate London, MoMA New York, the Centre Georges Pompidou, Paris and many more. *Constant Change* is arguably the most important work by the artist ever to appear at auction, certainly the largest and most dramatic, and it shows this giant of sculpture, this pioneer, at the height of his significant powers.

27 AR TP

TONY CRAGG (B. 1949)

Constant Change
2005

incised with the artist's initials, dated 2005 and stamped with the foundry mark *Kayser & Kippel Düsseldorf*
stainless steel

450 by 200 by 165 cm.
177 3/16 by 78 3/4 by 64 15/16 in.

£450,000 - 650,000
US\$550,000 - 800,000
€500,000 - 730,000

Provenance

Acquired directly from the artist by the present owner in 2005







28 AR

TONY CRAGG (B. 1949)

Constant Change (Maquette)
2005

wood

89 by 41 by 27.7 cm.
35 1/16 by 16 1/8 by 10 7/8 in.

This work was executed in 2005.

£80,000 - 120,000
US\$98,000 - 150,000
€89,000 - 130,000

Provenance

Acquired directly from the artist by the present owner in 2005



FUCK

THE

POLICE



29 * AR

BANKSY (B. 1975)

Untitled (Fuck the Police)
2000

signed in stencil
acrylic and spray enamel on board

122 by 122 cm.
48 1/16 by 48 1/16 in.

This work was executed in 2000.

£450,000 - 650,000
US\$550,000 - 800,000
€500,000 - 730,000

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

Provenance

Private Collection, New York (acquired directly from the artist)
Sale: Christie's, New York, *Post -War And Contemporary Art Afternoon Session*, 14 May 2008, Lot 464
Private Collection, New York
Sale: Sotheby's, London, *Contemporary Art Day Auction*, 11 February 2015, Lot 363
Private Collection
Private selling exhibition: Sotheby's, Hong Kong, *Panorama: A New Perspective*
Acquired from the above by the present owner

FUCK
THE
POLICE



"Imagine a city where graffiti wasn't illegal, a city where everybody could draw whatever they liked. Where every street was awash with a million colours and little phrases. Where standing at a bus stop was never boring. A city that felt like a party where everyone was invited, not just the estate agents and barons of big businesses. Imagine a city like that and stop leaning against the wall – it's wet."

- Banksy cited in: Paul Gough, *Banksy: The Bristol Legacy*, Bristol 2010, p. 9.

Set against a stark white background, a tense police officer has drawn his baton. He looks beyond confines of the board, but it is instantly apparent what, or better who, he is looking for. 'Fuck the police' is written in crude red letters on the wall behind him. The officer is too late, the message is clear, and the culprit seems to have escaped, leaving his mocking anti-authoritarian slogan for everyone to see.

Graffiti Art has long been the leading means of expression for the visual counterculture. The irrepressible spontaneity of protest art and then early street art was mirrored in the music of Hip-Hop and dynamism of breakdance. These three pillars dominated much of urban culture in America from the 1970s and had a keen influence on Banksy as it came to impact corresponding areas in Britain in the 1980s. NWA's seminal album *Straight Outta Compton* (1988) featuring the coruscating single *Fuck Da Police* had a clear effect on the artist and spoke to the sense of rage and disenfranchisement of that urban generation which found a creative outlet for the artist in art as a means of expression.

Born in Bristol in 1975, Banksy turned to graffiti as a teenager. Inspired by the thriving graffiti community of his hometown, his works first executed freehand and later with the use of his now signature cardboard stencils, started showing up locally on walls and trains in 1993. By 2005 they had cropped up all over Britain, even within the galleries of some of England's most prominent museums. Today Banksy has, more than any other artist in his field, garnered international acclaim for his whimsical, satirical, anti-establishment style of street art and his works are fiercely sought after by collectors.

Untitled (Fuck the Police) from 2000 is a striking, early example of what was to become one of Banksy's most iconic motifs. Banksy's relationship with law enforcement is understandably difficult and the theme spreads throughout his career, most famously in 2005 with *The Kissing Coppers* on the wall of the Prince Albert Pub in Brighton and the Snorting Copper in London's East End. Like many of the artist's best works *Untitled (Fuck the Police)*'s success lies in its stark simplicity, rendered in black and red against the white board, the image possesses a visual immediacy and clean aesthetic that is key to its popularity.

Interestingly, an early encounter with the police when he was 18 is part of the reason Banksy started using stencils. One night when he was hiding from the police, Banksy noticed the stencilled plate on the bottom of the fuel tank and realized that the use of stencils could cut his painting time in half and minimize the risk of getting caught. But there was more to it than just the time element. "As soon as I cut my first stencil I could feel the power there. I also like the political edge. All graffiti is low-level dissent, but stencils have an extra history. They've been used to start revolutions and to stop wars." (the artist in: Tristan Manco, *Stencil Graffiti*, London 2002, p. 76).

Banksy is perhaps the most important artist to emerge in Britain since the turn of the millennium and this urgent, signature work can be seen as a pure example of the artist at his very best.

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PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

30

YAYOI KUSAMA (B. 1929)

My Butterflies

2001

signed, titled and dated 2001 on the base
acrylic on metal and wood

58 by 28 by 28 cm.
22 13/16 by 11 by 11 in.

£25,000 - 35,000

US\$31,000 - 43,000

€28,000 - 39,000

This work is accompanied by a registration card issued by *Yayoi Kusama Inc.*, Tokyo.

Provenance

Galerie Piece Unique, Paris

Acquired directly from the above by the present owner in 2001

Exhibited

Paris, Galerie Piece Unique, *Yayoi Kusama - Death of an Illusion*, 2001



PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

31 TP

HIROSHI SUGIMOTO (B. 1948)

Anne of Cleves

1999

signed on a label affixed to the reverse of the backing board
gelatin-silver print flush-mounted on board, in the artist's frame

Image: 149.2 by 119.4 cm.
58 3/4 by 47 in.

With Frame: 182.3 by 152.2 cm.
71 3/4 by 60 in.

This work was executed in 1999, and is number three from an edition of five.

£25,000 - 35,000
US\$31,000 - 43,000
€28,000 - 39,000

Provenance

Sonnabend Gallery, New York

Alan Koppel Gallery, Chicago

Acquired directly from the above by the present owner in 2002

Exhibited

Berlin, Deutsche Guggenheim; Bilbao, Guggenheim Museum Bilbao, *Sugimoto Portraits*, 2000, p. 87,
another example illustrated in colour

Tokyo, Mori Art Museum; Washington, D.C., Hirshhorn Museum and Sculpture Garden; Düsseldorf, K20
Kunstsammlung Nordrhein-Westfalen; Salzburg, Museum der Moderne; Berlin, SMB Nationalgalerie;
Luzern, Kunstmuseum Luzern, *Hiroshi Sugimoto*, 2005 - 2009, p. 227, another example illustrated in colour
Leeum, Samsung Museum of Art, *Hiroshi Sugimoto*, 2013 - 2014, p. 129, another example illustrated in colour





Detail lot 32

A powerful installation by El Anatsui

Lot 32

With its exquisite attention to detail and remarkable craftsmanship, El Anatsui's *Wastepaper Basket* (2003) is a rare sculpture from a very limited series by an artist of truly global appeal. The Ghanaian-born Anatsui has become a figurehead for the international, post-colonial discourse on contemporary art in the Twenty-First century, with works held in such distinguished institutions as the Centre Pompidou, Paris, the Tate collection, London, the Los Angeles County Museum of Art, the Guggenheim Abu Dhabi and the Osaka Foundation for Culture in Japan.

Making metallic elements appear supple and fabric-like, Anatsui has produced a work of captivating intricacy and theatre with a materiality that is so characteristic of the tapestries that the artist has created for large-scale public commissions. Stitching together sheet metal printed with the handwriting, margins and layouts of letters, documents and newspapers, *Wastepaper Basket* is a characterful work that inverts the scale and substance of its motif. Poetically accumulated and dispersed in the space around the body of the work, it stands as a universal symbol of discarded thoughts, paperwork and plans, assembled and bound into a hard metallic shell whose ripples and folds beautifully evoke the fragility of paper, or the overlapping joints of a suit of armour.

Combining traditional African techniques with the themes and aesthetics of the Western canon, Anatsui has stood at the forefront of a global genre of art that has transcended history and culture. Evoking the burnished surfaces of Byzantine mosaics and the freestanding aura of an archaic totem, the present work entertains a monumentality that is suffused with the rawness of its material.

Born in Ghana in 1944, Anatsui has enjoyed a multitude of groundbreaking exhibitions and awards over the course of his career that have assured his value as an international phenomenon. From his critically lauded inclusion in the 52nd Venice Biennale in 2007 to his receipt of the Golden Lion for lifetime achievement at the 56th edition

in 2015 he has been that rare figure who unites audiences, critics and collectors alike. Furthermore, his tapestry *Tsiatsia – Searching for Connection* was famously draped over the façade of the Royal Academy of Art in London for the institution's Summer Exhibition in 2013, a unique honour which led to Anatsui being subsequently elected to the post of an honorary Royal Academician. He has seen a meteoric rise of global importance in recent years, establishing himself as a culturally significant and historically pivotal artist, not only in Europe and America, but notably in Asia where he was awarded the highest artistic honour in Japan, the Praemium Imperiale Award for Sculpture, in 2017.

This work, presented around the world in the artist's solo exhibition *Gawu* – touring the U.K. and the U.S.A. between 2003 and 2008, before closing at the Smithsonian National Museum of African Art, Washington D.C. – *Wastepaper Basket* wonderfully abbreviates the tenets of Anatsui's practice, using found materials to construct a sculpture whose very fabric is the fragments and detritus of life in Nigeria, where the artist's studio is located. Having previously used wood, railway sleepers, bottle tops, iron nails and printing plates as his media, the present work, handmade in aluminium and bound in copper wire, is a poetic object that poses a tension between the work of art and the detritus of the everyday.

In a piece that playfully toys with the seriousness of art-making yet speaks to the process of ideas blossoming and fading, the present work holds an air of astute poignancy about the rigours of being an artist. *Wastepaper Basket* stands as a work of sublime sculpture, elevating the banal and overlooked to the heights of the art object, as the artist has done throughout his career with bottle caps and tins alike. Constructed out of hundreds of pieces of sculpture in their own right, each individual fragment of aluminium crafted and shaped with a specific purpose, Anatsui has constructed a totemic monolith that is a drama of objects and surfaces when viewed up close, and represents an outstanding work by one of the leading figures of Twenty-First Century Art.

32 TP

EL ANATSUI (B. 1944)

Wastepaper Basket

2003

aluminium and copper wire

Height: 243 cm.

95 11/16 in.

Width: variable

£200,000 - 300,000

US\$250,000 - 370,000

€220,000 - 330,000

Provenance

The October Gallery, London

Acquired directly from the above by the present owner in 2007

Exhibited

Llandudno, Oriel Mostyn Gallery; Sligo, Model Arts and Niland Gallery; Oldham, Gallery Oldham; London, The October Gallery; Nottingham, Djanogly Art Gallery; Gainesville, Harn Museum of Art; Hanover, Hood Museum of Art, Dartmouth College; Los Angeles, Fowler Museum at UCLA; Tucson, The University of Arizona Museum of Art; Washington D.C., National Museum of African Art, Smithsonian Institution, *El Anatsui - Gawu*, 2004 - 2008

Brussels, Villa Empain- Fondation Boghossian, *Melancholia*, 2018







Detail lot 32



33 AR

VICTOR VASARELY (1906-1997)

FARBWELT

1963-1973

signed, titled, dated 1963 (HH) and inscribed 2621 on the reverse
acrylic and tempera on canvas

130 by 92 cm.
51 3/16 by 36 1/4 in.

This work was conceived in 1963 and executed in 1973.

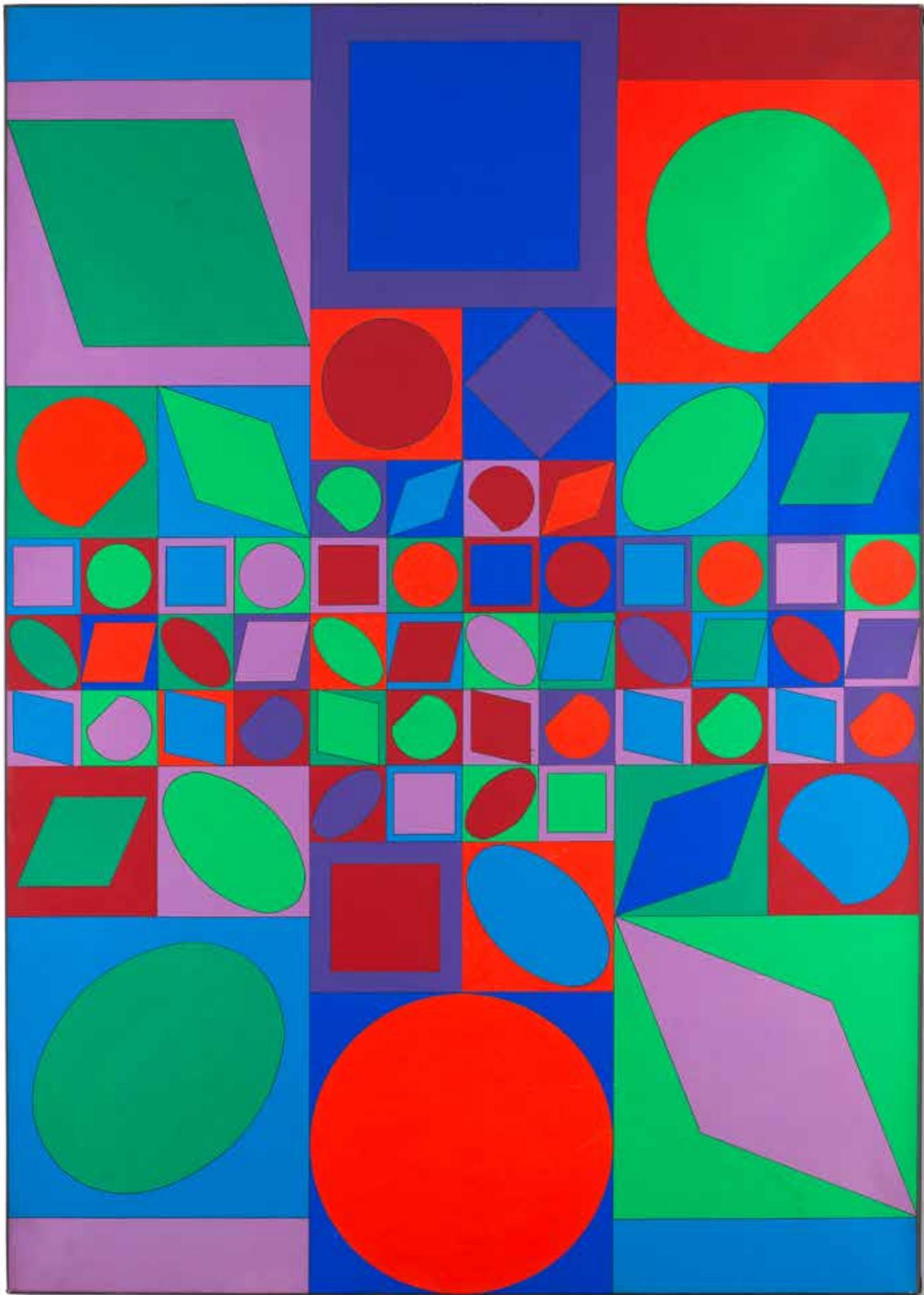
£55,000 - 75,000
US\$68,000 - 92,000
€61,000 - 84,000

The authenticity of the present work has been confirmed by Pierre Vasarely, President of the Fondation Vasarely, universal legatee and the moral right holder of Victor Vasarely. This work will be included in the forthcoming *Catalogue Raisonné de l'Oeuvre Peint de Victor Vasarely*, which is currently being compiled by the Fondation Vasarely, Aix-en-Provence.

Provenance

Private Collection, France

Acquired from the above by the present owner *circa* 1995



34 AR

GIANNI COLOMBO (1937-1993)

Spazio elastico
1967-1977

signed, titled and dated 1967/77 on the reverse
wood, metal, enamel, elastic threads and electric motor

64 by 64 by 11.7 cm.
25 3/16 by 25 3/16 by 4 5/8 in.

£25,000 - 35,000
US\$31,000 - 43,000
€28,000 - 39,000

This work is registered in the *Archivio Gianni Colombo*, Milan, under no. 1406, and is accompanied by a photo-certificate of authenticity.

Provenance

Galerie Uwe Michael, Darmstadt
Acquired directly from the above by the present owner in 1992



PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

35

ALI BANISADR (B. 1976)

Chronos
2014

signed, titled and dated 2014 on the overlap
oil on linen

61 by 61 cm.
24 by 24 in.

£50,000 - 70,000
US\$62,000 - 86,000
€56,000 - 78,000

Provenance

Blain|Southern, London
Acquired directly from the above by the present owner in 2015

Exhibited

London, Blain|Southern, *At Once*, 2015

Literature

Jessica Smith, Emily Jackson and Noura Al-Maashouq Eds., *Ali Banisadr - One Hundred and Twenty Five Paintings*, London 2015, p. 222, illustrated in colour



36 AR TP

JAUME PLENSA (B. 1955)

The Heart of Trees II
2007

bronze, in two parts, and tree

66 by 99 by 99 cm.
26 by 39 by 39 in.

£70,000 - 100,000
US\$86,000 - 120,000
€78,000 - 110,000

Provenance

Albion Barn Gallery, Oxford
Michael Hue-Williams Fine Art Ltd, London
Acquired directly from the above by the present owner

Exhibited

London, Albion Gallery, *Save Our Souls*, 2008, p. 24-29, 31, 37-39, 43, 45 and 47-49,
illustrated in colour (installation view)

Literature

Isabelle de Wavrin, 'A Dubai les femmes font la foire', in: *Beaux Arts Magazine*, 2008, p. 120,
another example illustrated in colour (incorrectly titled)





Detail lot 36



37 AR

ROBERTO MATTA (1911-2002)

La folie est soif de vérité
1973 -1974

titled and dated 1973 on the reverse
oil on canvas

76.7 by 67.5 cm.
30 3/16 by 26 9/16 in.

This work was executed in 1973 -1974.

£22,000 - 35,000
US\$27,000 - 43,000
€25,000 - 39,000

This work is registered in the *Archives de l'Œuvre de Matta*, Tarquinia, and is accompanied by a photo-certificate of authenticity.

Provenance

G. Collinson Galeffi Collection, Montevarchi
Galleria San Luca, Bologna
Private Collection, Italy (acquired from the above)
Gift from the above to the present owner

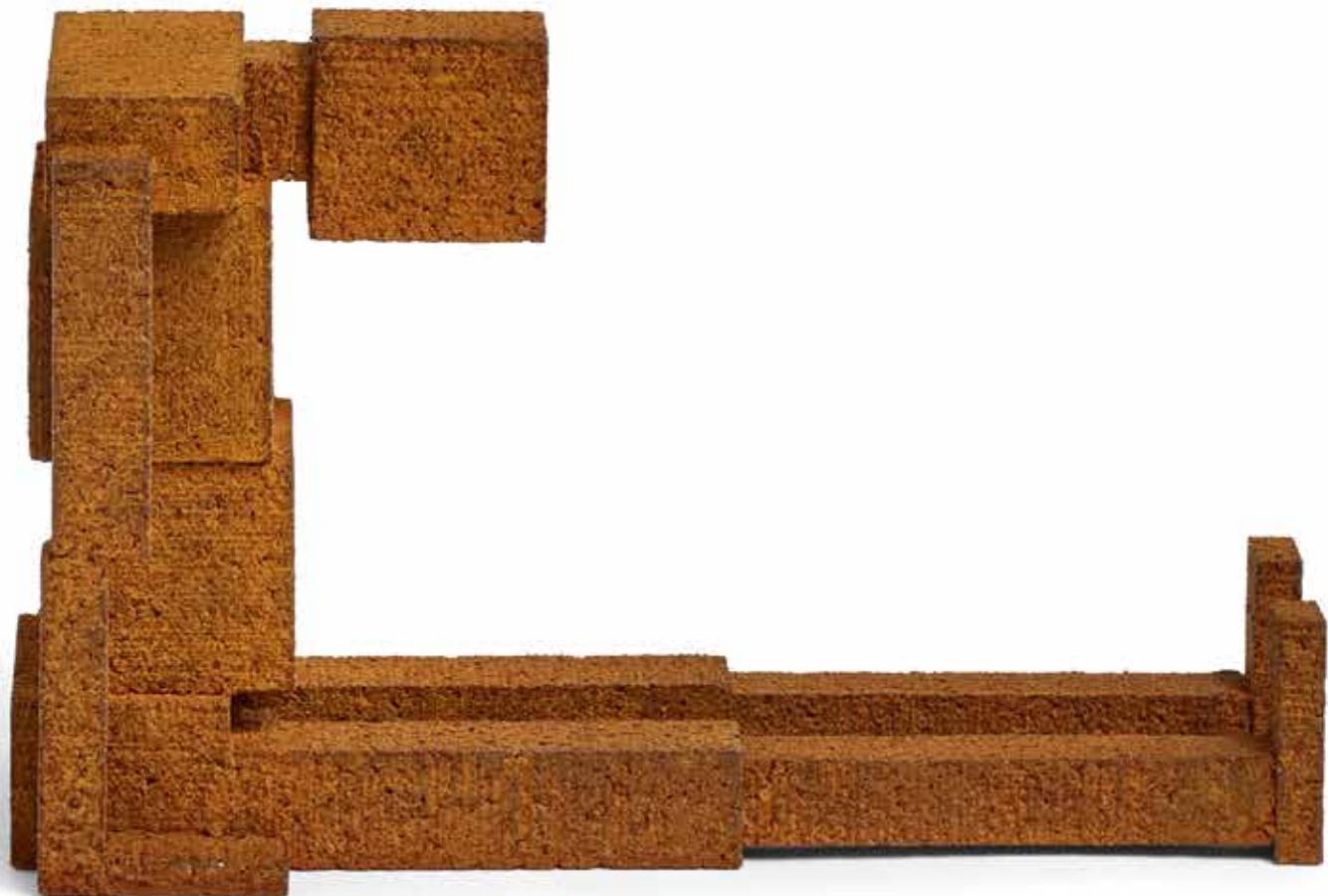
Exhibited

Bologna, Galleria San Luca, *Matta : Opere dal 1938 al 1976*, 1976, p. 73, no. 105, illustrated in black and white



Property sold to benefit the
National Saturday Club

Lots 38 - 53



NATIONAL SATURDAY CLUB

The idea for the National Saturday Club came from the experiences that we both had attending free Saturday classes at our local art schools, when we were 14 years old in the 1960s. They changed our lives.

We worked on the idea that the original Saturday classes model could be reinvented to create Saturday Clubs that are relevant today. We prototyped an Art&Design Saturday Club at four UK colleges with 100 13–16 year olds in 2009. The model worked and has since been developed for other subject areas – Science&Engineering, Fashion&Business and Writing&Talking.

The National Saturday Club partners with universities, colleges and cultural institutions across the UK, which run free local Saturday Clubs during the academic year. These host institutions provide specialist facilities and their tutors create and lead individual programmes. These are designed to help 13–16 year olds strengthen their skills and knowledge in their chosen Club subjects, and grow in confidence. Twice a year, the National Saturday Club brings everyone in the network together for shared events – the London Visit and Summer Show – and also organises Masterclasses for each Saturday Club, which provide Club members with a vital link to the professional world.

By making all Saturday Clubs free and with no exams, the barriers to attending are reduced and young people from all backgrounds are encouraged to get involved. In the academic year 2018–2019, 63 per cent of Club members were from widening participation backgrounds.

The Saturday Club Trust is a charity and we rely on the financial support of those who believe in creative education for young people, and the empowering role that creativity

plays in inspiring the next generation. Now more than ever, the vital role of the National Saturday Club, to deliver a free creative learning programme nationwide, cannot be underestimated. Over the next few years, we plan to grow the Saturday Club network, to reach even more young people from diverse backgrounds so that every 13–16 year old in the country has the chance to take part in the programme.

We are thankful for the ongoing support of Arts Council England, the Department for Education, the Paul Hamlyn Foundation and the British Fashion Council, alongside the other generous individuals and companies who support us. We are also tremendously grateful to Ralph Taylor and his team at Bonhams, for their support of the National Saturday Club and for providing this unique opportunity. And of course, our sincere thanks to all the artists who have so generously donated works to this auction. The funds raised will enable many more young people to discover their talents and raise their aspirations at their local Saturday Club.



Sir John Sorrell CBE
Co-founder and Trustee
Saturday Club Trust



Frances, Lady Sorrell OBE
Co-founder and Trustee
Saturday Club Trust

Saturday classes
Hornsey College of Art
1959–1961

Saturday classes
Epsom School of Art
1961–1963



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

38 AR

EDMUND DE WAAL (B. 1964)

the wind shifts
2019

porcelain, alabaster, gold, aluminium and plexiglass

28 by 33 by 10 cm.
11 by 13 by 3 15/16 in.

This work was executed in 2019.

£30,000 - 50,000

US\$37,000 - 62,000

€33,000 - 56,000

This work is registered in the *Edmund de Waal Studio*, under no. EDW19-043, and is accompanied by a photo-certificate of authenticity signed by the artist.

Provenance

Donated by the artist



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

39 AR

EDMUND DE WAAL (B. 1964)

Selene
2019

porcelain, Cor-Ten steel, platinum, aluminium and plexiglass

21 by 17 by 10 cm.
8 1/4 by 6 11/16 by 3 15/16 in.

This work was executed in 2019.

£22,000 - 35,000

US\$27,000 - 43,000

€25,000 - 39,000

This work is registered in the *Edmund de Waal Studio*, under no. EDW19-042, and is accompanied by a photo-certificate of authenticity signed by the artist.

Provenance

Donated by the artist



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

40 AR

JENNIFER LEE (B. 1956)

Shigaraki 70-18

2018

signed with the artist's shigaraki mark on the base
coloured stoneware clay

5.6 by 5.8 by 5.4 cm.
2 3/16 by 2 5/16 by 2 1/8 in.

This work was executed in 2018 in Japan.

£700 - 1,000
US\$860 - 1,200
€780 - 1,100

Provenance

Donated by the artist



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

41 AR

JENNIFER LEE (B. 1956)

Shigaraki 53-18

2018

signed with the artist's shigaraki mark on the base
coloured stoneware clay

5.1 by 5.2 by 5 cm.
2 by 2 1/16 by 1 15/16 in.

This work was executed in 2018 in Japan.

£700 - 1,000
US\$860 - 1,200
€780 - 1,100

Provenance

Donated by the artist

PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

42 AR

ANTONY GORMLEY RA (B. 1950)

MEME CCCLXXXVIII

2019

cast iron

12.2 by 9.5 by 21.5 cm.
4 13/16 by 3 3/4 by 8 7/16 in.

This work was executed in 2019.

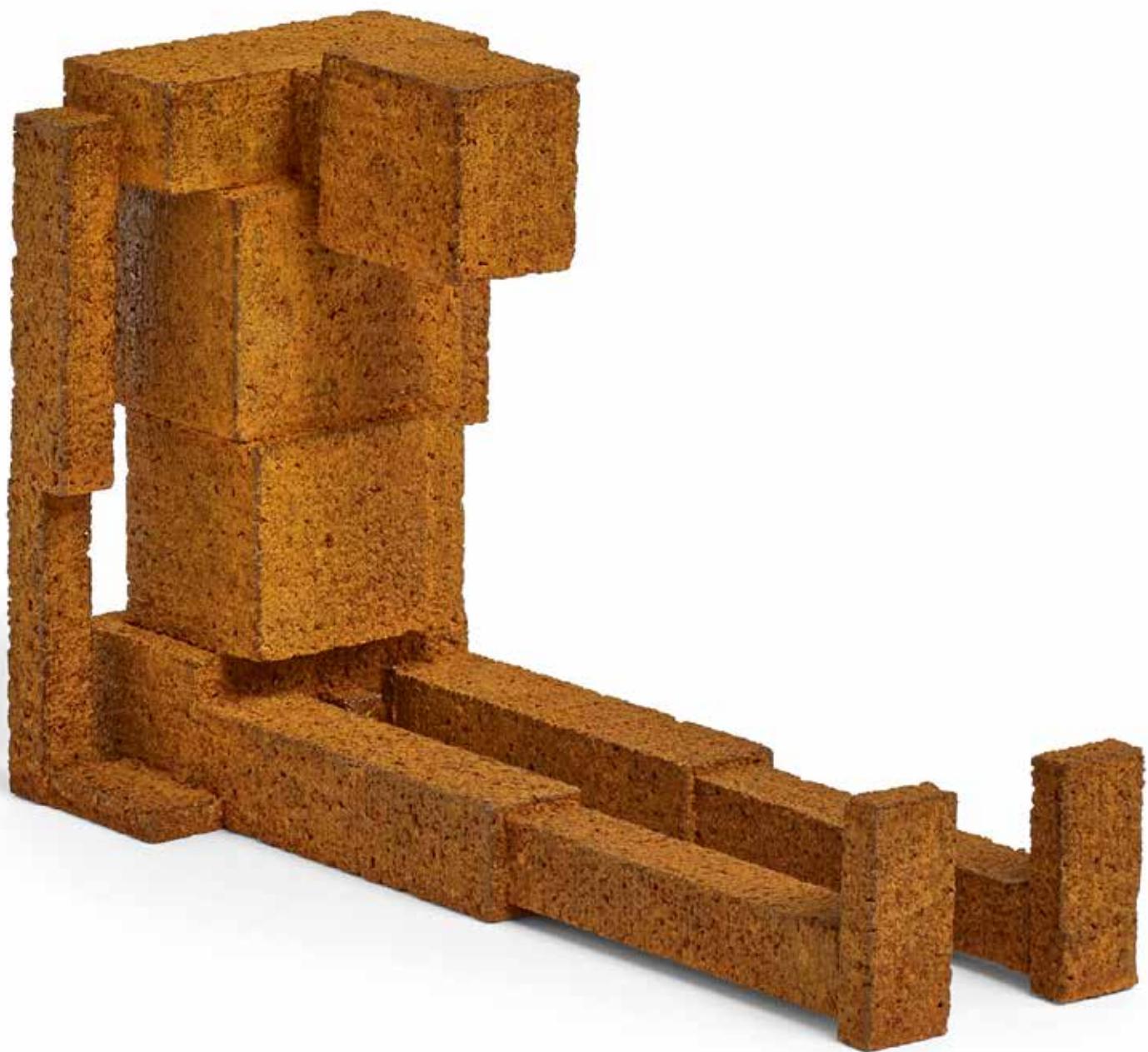
£45,000 - 65,000
US\$55,000 - 80,000
€50,000 - 73,000

Provenance

Donated by the artist



Alternate view





PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

43 AR

CHARLOTTE VERITY (B. 1954)

Apple Leaves
2015

signed, titled and dated October/Nov. 2015 on the reverse
oil on canvas

31 by 35.3 cm.
12 3/16 by 13 7/8 in.

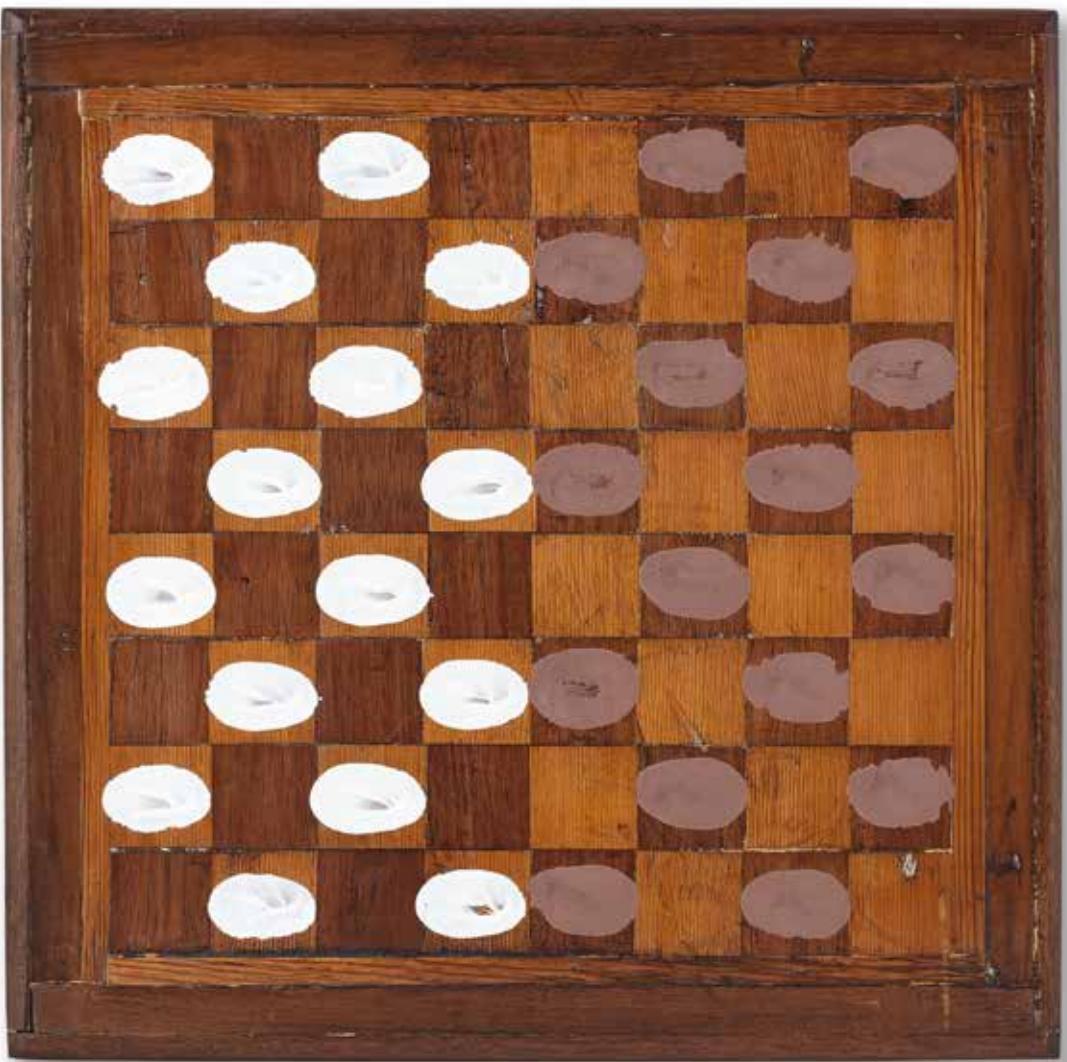
£1,000 - 1,500
US\$1,200 - 1,800
€1,100 - 1,700

Provenance

Donated by the artist

Exhibited

Bergamo, Galleria Ceribelli, *Gli Amici Pittori di Londra*, 2017



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

44 AR

RICHARD LONG (B. 1945)

Saturday Fingerprints

2016

Provenance

Donated by the artist

signed and dated 2016 on the reverse
mud and china clay on antique chessboard

34.7 by 34.8 by 3 cm.
13 11/16 by 13 11/16 by 1 3/16 in.

£6,000 - 8,000
US\$7,400 - 9,800
€6,700 - 8,900

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

PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

45 AR

FRANK AUERBACH (B. 1931)

Two Sketches for 'From the Studio'
2018

signed and dated 2018 to the lower sheet

Each: pencil and coloured crayon on paper

Each: 21 by 21 cm.
8 1/4 by 8 1/4 in.

£12,000 - 18,000
US\$15,000 - 22,000
€13,000 - 20,000

Provenance

Donated by the artist, courtesy of Marlborough Gallery





PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

46 AR

PHYLLIDA BARLOW (B. 1944)

untitled: defunctprojector, 3
2012

signed, titled and dated 2012 on the reverse
acrylic on watercolour paper

31.6 by 25.8 cm.
12 7/16 by 10 3/16 in.

£4,000 - 6,000
US\$4,900 - 7,400
€4,500 - 6,700

Provenance

Donated by the artist



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

47 AR TP

SHEZAD DAWOOD (B. 1974)

Chariots II
2010

acrylic on vintage textile

150.8 by 205.5 cm.
59 3/8 by 80 7/8 in.

This work was executed in 2010.

£15,000 - 20,000
US\$18,000 - 25,000
€17,000 - 22,000

Provenance

Donated by the artist

Exhibited

London, Paradise Row, *The Jewels of Aptor*, 2010



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

48 AR

BARNABY BARFORD (B. 1977)

More Creativity More Expression More Passion
2019

signed and dated '19
oil bar and oil pastel on paper

135 by 120 cm.
53 1/8 by 47 1/4 in.

£10,000 - 15,000
US\$12,000 - 18,000
€11,000 - 17,000

Provenance

Donated by the artist



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

49 AR TP

TOM PRICE (B. 1973)

Counterpart II

2019

signed on the base
coal, resin, steel, jesmonite, leds

220 by 35 by 45 cm.
86 5/8 by 13 3/4 by 17 11/16 in.

This work was executed in 2019.

£15,000 - 20,000
US\$18,000 - 25,000
€17,000 - 22,000

Provenance

Donated by the artist



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

50 AR

GARRY FABIAN MILLER (B. 1957)

Foxglove, 8th May 2011
2011

signed, titled and dated *May 8th, 2011* on the reverse
light and unique dye destruction print, in the artist's frame

44.5 by 38.3 cm.
17 1/2 by 15 1/16 in.

£2,000 - 3,000
US\$2,500 - 3,700
€2,200 - 3,300

Provenance

Donated by the artist



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

51 AR

MARK TITCHNER (B. 1973)

We Are The Solution
2019

signed and dated 2019 on the reverse
digital print on Dibond

150 by 120 cm.
59 1/16 by 47 1/4 in.

This work is unique.

£2,000 - 3,000
US\$2,500 - 3,700
€2,200 - 3,300

Provenance

Donated by the artist



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

52 AR

BRIDGET RILEY (B. 1931)

Untitled (Fragment 5)

1965

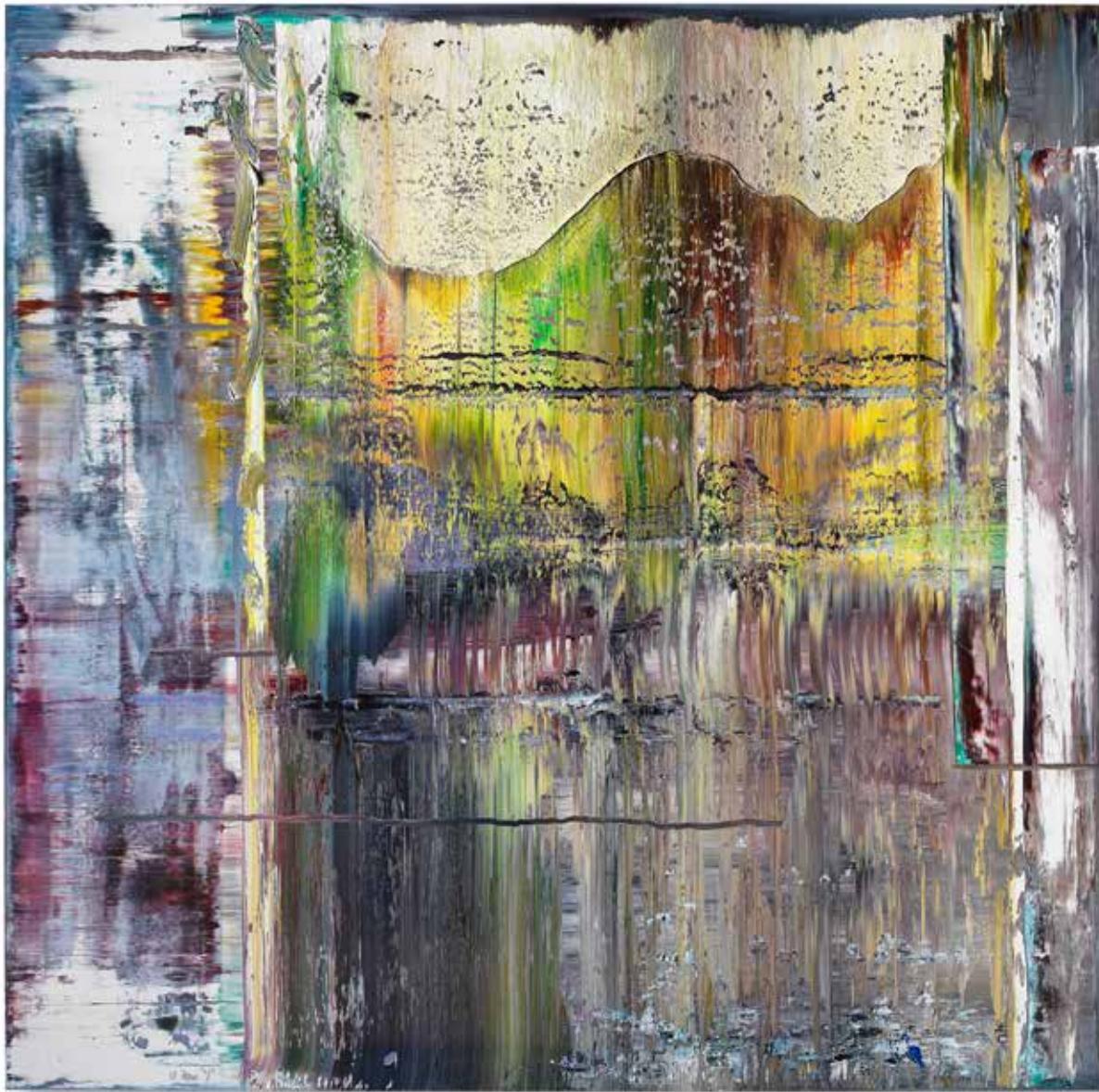
signed and dated 65
screenprint on plexiglass

63 by 81.4 cm.
24 13/16 by 32 1/16 in.

£15,000 - 20,000
US\$18,000 - 25,000
€17,000 - 22,000

Provenance

Donated by the artist



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

53 AR

GERHARD RICHTER (B. 1932)

Haggadah (P2)

2014

chromogenic print laid on aluminium

100 by 100 cm.

39 3/8 by 39 3/8 in.

This work was executed in 2014, and is numbered 114
from an edition of 500.

£8,000 - 12,000

US\$9,800 - 15,000

€8,900 - 13,000

Provenance

Heni Editions, London

Acquired directly from the above by the present owner

Works available to be purchased directly

Lots A - B



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

A

FERNANDO CASASEMPERE (B. 1958)

Natura Morta
2019

porcelain, stoneware and mixed media

70 by 71 by 10 cm.
27 9/16 by 27 15/16 by 3 15/16 in.

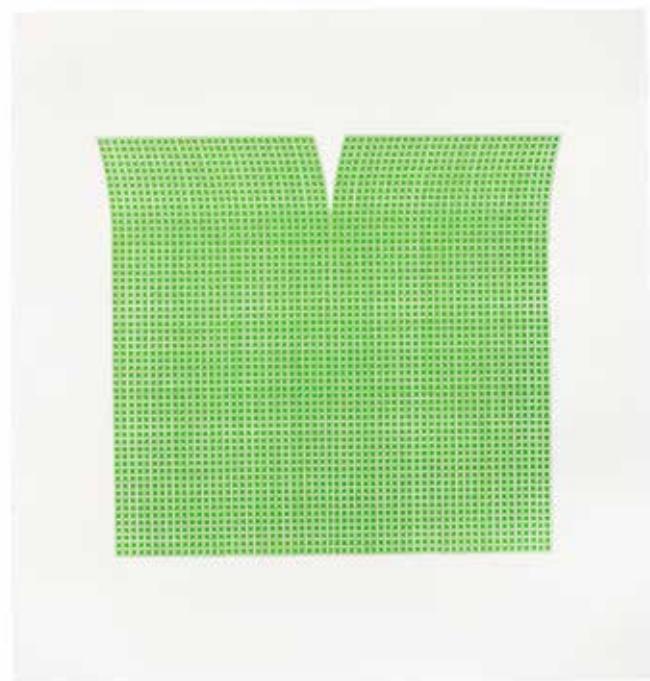
This work was executed in 2019.

Asking price: £8,000 +VAT

This work is accompanied by a certificate of authenticity signed by the artist.

Provenance

Donated by the artist



PROPERTY SOLD TO BENEFIT THE NATIONAL SATURDAY CLUB

B AR

TESS JARAY (B. 1937)

From the First...
2001

signed, dated 2001 and numbered 4/44
screenprint

75 by 71 cm.
29 1/2 by 27 15/16 cm.

Asking price: £1,000 +VAT

Provenance

Donated by the artist

Exhibited

London, Purdy Hicks Gallery, *From the Rings of Saturn and Vertigo*, 2001



"It's opened up a whole new world for us. It can change your life."

Club member

SUPPORT the **NATIONAL SATURDAY CLUB**

**FREE creative education
for 13–16 year olds
nationwide at their local
university or college**

© Self-portrait by a Club member aged 14, attending Sheffield Hallam University Art&Design Saturday Club

"This is the future. And it looks pretty good. Our job here at the National Saturday Club is simple. It is to be as ambitious as the young, creative, engaged, questioning and simply wonderful people who come on Saturday mornings to make stuff happen."

Edmund de Waal
Trustee, Saturday Club Trust

[Visit saturday-club.org/donate](http://saturday-club.org/donate)

Make a donation to the National Saturday Club and support a nationwide creative education programme.

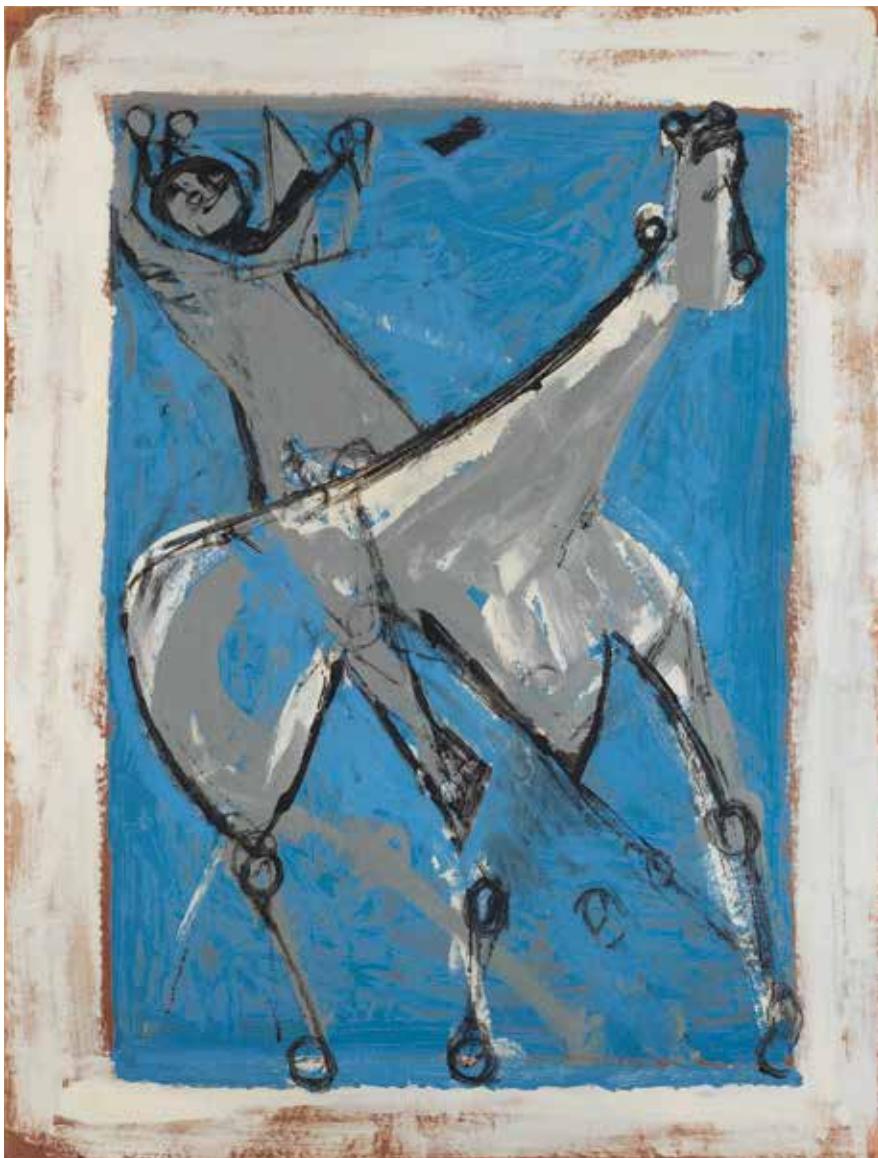
8,000 young people have taken part in the National Saturday Club over the past 10 years. It can be a transformative experience.

By giving 13–16 year olds across the UK the freedom to explore creative subjects every Saturday, at their local university or college, the programme empowers young people to pursue pathways to further education and rewarding careers.

Your donation will enable many more young people to discover their talents and raise their aspirations at their local Saturday Club.

Bonhams

AUCTIONEERS SINCE 1793



Impressionist & Modern Art

New Bond Street, London | 10 October 2019

ENQUIRIES

+44 (0) 20 7468 8328
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bonhams.com/impressionist

MARINO MARINI (1901-1980)

Cavalo e cavaliere
signed and dated 'Marino 1951' (lower right)
oil on paper laid on canvas
100 x 76.5cm (39 3/8 x 30 1/8in).
Painted in 1951
£80,000 - 120,000 *

Bonhams

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New Bond Street, London | 10 October 2019

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bonhams.com/impressionist

PABLO PICASSO (1881-1973)

Tête de picador au nez cassé stamped with the foundry mark 'C. VALSUANI CIRE PERDUE' and numbered '3/6' (verso)
bronze with dark brown patina
18.5cm (7 5/16in) high.
£60,000 - 80,000 *

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This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *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.

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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 you as 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*, and 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. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historic or cultural interest and 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*. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* 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 *Bonhams* for a *Condition Report* on the *Lot's* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without 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. The *Condition Report* represents *Bonhams'* reasonable opinion as to the *Lot's* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* 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.

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*. 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 reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, 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 in which 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 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and / or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the *Buyer*, which are contained in paragraph 3 of the *Buyer's Agreement*, set out at Appendix 2 at the back of the *Catalogue*.

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) 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.

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* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

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* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price*
25% of the *Hammer Price* above £2,500 and up to £300,000
20% of the *Hammer Price* above £300,000 and up to £3,000,000
13.9% of the *Hammer Price* above £3,000,000

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

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

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

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

Hammer Price	Percentage amount
From €0 to €50,000	4%
From €50,001 to €200,000	3%
From €200,001 to €350,000	1%
From €350,001 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*
- ¤ 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 *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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
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 issued in the name of the *Buyer* (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 issued in the name of the *Buyer* (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.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

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 licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774
The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

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 restitutive 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, (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 "o" 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

On behalf of the *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 attempt to detail, as far as practicable, 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.
Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

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 or on the Bonhams website, 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.

3 DESCRIPTIONS OF THE LOT

Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with any part of the Entry in the Catalogue which is not printed in bold letters, the remainder of which Entry 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.

3.1 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 Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

4	FITNESS FOR PURPOSE AND SATISFACTORY QUALITY	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.	8.1.8	to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
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.	7.3	You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.	8.1.9	to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
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.	7.4	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.	8.1.10	so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
5	RISK, PROPERTY AND TITLE	7.5	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.	8.2	You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
5.1	Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. 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 beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.	7.6	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.	8.3	On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.
5.2	Title to the Lot remains in and is retained by the Seller until: (i) 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, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.	8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY
6	PAYMENT	8.1	If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):	9.1	The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
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.	8.1.1	to terminate immediately the Contract for Sale of the Lot 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 Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
6.2	Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller's behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay in full any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.	8.1.2	to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
7	COLLECTION OF THE LOT	8.1.3	to retain possession of the Lot;	9.3.1	the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
7.1	Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) 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 and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.	8.1.4	to remove and store the Lot at your expense;		
		8.1.5	to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;		
		8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;		
		8.1.7	to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;		

9.3.2	the Seller 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;	10.5	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.	1	THE CONTRACT
9.3.3	in any circumstances where the Seller 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 Seller's 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.	10.6	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 and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.	1.2	The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> 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 <i>Notice to Bidders</i> , printed in the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , 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 <i>Buyer's Agreement</i> .
10	MISCELLANEOUS	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".	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 <i>Lot</i> as principal.
10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	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.	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
10.2	The Seller's 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 Seller's ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
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.	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> .	1.5.2	subject to any power of the Seller or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller and following completion of our enquiries pursuant to paragraph 3.11;
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 Seller, addressed c/o Bonhams 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 Buyer 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.	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 Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.	1.5.3	we will provide guarantees in the terms set out in paragraphs 9 and 10.
		11	GOVERNING LAW	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 <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> 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 <i>Catalogue</i> or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless Bonhams itself sells the <i>Lot</i> as principal) made as agent on behalf of the Seller.
			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 Seller and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the Seller may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.	2	PERFORMANCE OF THE CONTRACT FOR SALE
			APPENDIX 2		You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .
			BUYER'S AGREEMENT WITH BONHAMS	3	PAYMENT AND BUYER WARRANTIES
			IMPORTANT: These terms may be changed in advance of the <i>Sale</i> of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.	3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :
				3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;

3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and	3.10.3	funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;	4.7	charges due under the <i>Storage Contract</i> .
3.1.3	if the <i>Lot</i> is marked [AR], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> 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 <i>Sale</i> .	3.10.4	items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and	4.8	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	3.10.5	that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.	5	STORING THE LOT
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.	3.11	We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i> , to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i> , postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.		We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> , 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 <i>Sale</i>) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to Bonhams' order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.
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.	4	COLLECTION OF THE LOT	6	RESPONSIBILITY FOR THE LOT
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and VAT and any interest earned and/or incurred until payment to the <i>Seller</i> .	4.1	Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.	6.1	Title (ownership) in the <i>Lot</i> passes to you (i) on payment of the <i>Purchase Price</i> to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.	4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> .	6.2	Please note however, that under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to Bonhams.	4.3	For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i> .	7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS
3.8	You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:	4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between Bonhams and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i> .	7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):
3.8.1	the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .	7.1.1	to terminate this agreement immediately for your breach of contract;
3.8.2	located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.	4.6	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor</i> 's premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all	7.1.2	to retain possession of the <i>Lot</i> ;
3.9	You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.			7.1.3	to remove, and/or store the <i>Lot</i> at your expense;
3.10	Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:			7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;
3.10.1	you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;				
3.10.2	your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;				

7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1 Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guaranteee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.1 retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.2 deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph 9 will cease.
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10 OUR LIABILITY	
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2 The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.12	having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	8.2.1 may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9 FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.	9.1 We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2 Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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 restitutive claim or otherwise.
		9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3 within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3 Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1 the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		
		9.3.2 it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.		

10.3.2	<p>Unless you buy the <i>Lot</i> as a <i>Consumer</i>, in any circumstances where we are liable to you in respect of a <i>Lot</i>, 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.</p> <p>You may wish to protect yourself against loss by obtaining insurance.</p> <p>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.</p>	<p>the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.</p> <p>If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i>, we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i>.</p> <p>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 <i>Lot</i>, all rights and benefits under this paragraph will cease.</p>	<p>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.</p> <p>Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i>, it will also operate in favour and for the benefit of <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.</p>
12	12.1	12.2	13
12.1	12.2	12.3	13
12.2	12.3	12.4	13
12.3	12.4	12.5	13
12.4	12.5	12.6	13
12.5	12.6	12.7	13
12.6	12.7	12.8	13
12.7	12.8	12.9	13
12.8	12.9	12.10	13
12.9	12.10	12.11	13
12.10	12.11		

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

12 MISCELLANEOUS

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

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.

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.

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.

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.

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

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

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

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.

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

Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to

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

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"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" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repairing 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.

"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."

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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

Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties. If you do not want to receive such information (except for information you specifically requested) please tick this box Would you like to receive e-mailed information from us? if so please tick this box

Notice to Bidders:

At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g. utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

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

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond

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

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

Bidder/Agent's (please delete one) signature:

Date:

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.
NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

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

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

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

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New York
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Los Angeles
Rocco Rich
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Anna Hicks
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San Francisco
Jeffrey Smith
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Golf Sporting Memorabilia

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New York
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Caroline Morrissey
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Camille Barbier
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Los Angeles

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Shannon Beck
+1 415 503 3306
Hong Kong
Paul Redmayne
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Marine Art

London
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Mechanical Music	Motorcycles	Prints and Multiples	Wine
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Automobilia	Photography	Space History	
London Toby Wilson +44 20 8963 2842 Adrian Pipilos +44 20 8963 2840	London Laura Paterson +1 917 206 1653 Los Angeles & San Francisco Morisa Rosenberg +1 323 436 5435 +1 415 503 3259	San Francisco Adam Stackhouse +1 415 503 3266	
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	London Ralph Taylor +44 20 7447 7403 Giacomo Balsamo +44 20 7468 5837 New York Muys Snijders +212 644 9020 Jacqueline Towers-Perkins +1 212 644 9039 Lisa De Simone +1 917 206 1607 Los Angeles Sharon Squires +1 323 436 5404 Laura Bjorstad +1 323 436 5446	London Veronique Scorer +44 20 7393 3962	
		Watches & Wristwatches	
		London Jonathan Darracott +44 20 7447 7412 New York Jonathan Snellenburg +1 212 461 6530 Hong Kong Tim Bourne +852 3607 0021	
		Whisky	
		Edinburgh Martin Green +44 131 225 2266 Hong Kong Daniel Lam +852 2918 4321	

• Indicates independent contractor

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Detail lot 32

Index

A

- ALBERS, JOSEF
ANATSUI, EL
AUERBACH, FRANK

15
32
45

L

- LEE, JENNIFER
LIGON, GLENN
LONG, RICHARD

40, 41
18
44

B

- BANISADR, ALI
BANKSY
BARFORD, BARNABY
BARLOW, PHYLLIDA
BILL, MAX
BOETTI, ALIGHIERO

35
29
48
46
16
10

M

- MATTA, ROBERTO

37

O

- OFILI, CHRIS

1

P

- PENCK, A. R.
PERRY, GRAYSON
PETTIBON, RAYMOND
PLENSA, JAUME
POLIAKOFF, SERGE
PRICE, TOM

17
26
19
36
8
49

R

- RICHTER, GERHARD
RILEY, BRIDGET
ROTELLA, MIMMO

53
52
11

S

- SUGIMOTO, HIROSHI

31

T

- TITCHNER, MARK
TURCATO, GIULIO

51
13

V

- VASARELY, VICTOR
VERITY, CHARLOTTE

33
43

W

- WOOD, JONAS
WOU-KI, ZAO

20
2, 3

G

- GOINGS, RALPH

21, 22

- GORMLEY, ANTONY

25, 42

H

- HOCKNEY, DAVID

23, 24

K

- KOUNELLIS, JANNIS

9

- KUSAMA, YAYOI

30



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