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Impressionist & Modern Art

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PROPERTY OF A GENTLEMAN

1

AUGUSTE RODIN (1840-1917)

Satan et un adoreteur (Serpent)

inscribed 'serpent' (lower right), signed and inscribed 'a mon ami Will Rotheintein [sic] A. Rodin' and further inscribed 'Baudelaire' (on the artist's mount); inscribed 'A mon' (verso)

gouache, brush, wash, India ink and pencil on ruled paper laid within the artist's mount

drawing: 12 x 15.2cm (4 3/4 x 6in).; artist's mount: 15.5 x 18.5cm (6 1/8 x 7 5/16in).

Executed circa 1883

£8,000 - 12,000

€8,800 - 13,000

US\$9,700 - 14,000

The authenticity of this work has kindly been confirmed by Madame Christina Buley-Urbe. This work will be included in the forthcoming Auguste Rodin *catalogue raisonné des dessins et peintures*, currently being prepared.

Provenance

Sir William Rothenstein Collection, UK (a gift from the artist in 1897).
Mr. & Mrs. Alan Ward, Bakewell, UK (acquired in June 1946).
Private collection, London.

Exhibited

(Possibly) London, The Leicester Galleries, *The Art Collection of the late Sir William Rothenstein. Indian Paintings and Drawings and Paintings by Modern Artists*, 15 June - 11 July 1946, no. 62 (titled 'Mother and Child').

London, Hayward Gallery, *Rodin, Sculpture & Drawings*, 1 November 1986 - 25 January 1987, no. 103.

London, Royal Academy of Arts, *Rodin*, 23 September 2006 - 1 September 2007, no. 58.

Literature

W. Rothenstein, *Men and Memories, Recollections of William Rothenstein 1872 - 1900*, London, 1931, no. 44 (illustrated).

V. Thorson, *Rodin Graphics: A Catalogue Raisonné of Drypoints and Book Illustrations*, San Francisco, 1975, no. 82a (illustrated p. 85).

This drawing, dedicated to the late Sir William Rothenstein and modelled with delicate *chiaroscuro*, is executed on paper commonly used by Rodin at the beginning of 1880s. Pictured within is a frail young man crawling in front of a muscular, much more powerful character, who sits with his legs apart and feet placed on the young man's back, in a gesture of dominance. The heightening of his right hand with pen and ink, sharpening the fingers, lends further discomfort as it suggests the presence of a wholly evil character: Satan.

After completing the present work, Rodin later returned to the composition again in 1887-1888 as he worked on *L'Imprévu*, the frontispiece illustration for Paul Gallimard's edition of Baudelaire's *Les Fleurs du mal*. In this later line drawing the face of Satan is more clearly legible as Rodin added a small goatee, pointed horns or ears, sharpened fingernails and clawed feet. The worshipper, still sprawled with his feet in the air and crawling like a snake, has been given a much more distinguishable mouth. Adjoining the illustration is the annotated verse: 'And you have secretly kissed my unclean haunches! / Recognise Satan by his conquering laughter / Immense and ugly as the world!'

The English artist and writer Sir William Rothenstein chose *Satan et un adoreteur (Serpent)* from his collection to illustrate the chapter dedicated to Rodin in his memoirs, published in 1931. His complete collection of drawings was listed in the catalogue to the Leicester Galleries exhibition, *The Art Collection of the Late Sir William Rothenstein*, 15 June - 11 July 1946. In this catalogue, no titles appear to correspond to the present work, however, it is likely that it is in fact the drawing numbered 62, titled *Mère et enfant*, as currently no other work has been found in the collection that suitably corresponds to no. 62 of The Leicester Galleries catalogue.

Text by Christina Buley-Urbe.

A mon ami Will Rothstein & Rodin



Der Kunst

Laudekane

PROPERTY FROM A DISTINGUISHED PARIS COLLECTION

2 AR

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.

Conceived in Barcelona in 1903, this bronze version cast in 1960 by the Valsuani Foundry in an edition of 8 numbered 00 to 6/6 plus one unnumbered cast.

£60,000 - 80,000

€66,000 - 88,000

US\$72,000 - 97,000

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

Provenance

Galerie Louise Leiris, Paris.

Marlborough Gallery, New York.

Caral Gimbel Lebworth Collection (acquired from the above);

her sale, Christie's, New York, 7 May 2009, lot 313.

Acquired at the above sale by the present owner.

Literature

R. Penrose, *The Sculpture of Picasso*, exh. cat., New York, 1967

(another cast illustrated p. 51).

W. Spies, *Picasso Sculpture*, London, 1972 (another cast illustrated

p. 30).

A. E. Eisen, *Origins of Modern Sculpture: Pioneers and Premises*,

London, 1974 (another cast illustrated).

R. Johnson, *The Early Sculpture of Picasso 1901 - 1914*, New York &

London, 1976 (another cast illustrated pp. 191-192).

W. Spies, *Picasso, das plastische Werk*, Stuttgart, 1983 (another cast

illustrated pp. 19 & 326).

J. Pilau i Fabre, *Picasso, Life and Work of the Early Years, 1881 -*

1907, Oxford, 1985 (another cast illustrated p. 361).

W. Spies, *Picasso, Sculpteur*, exh. cat, Paris, 2000 (plaster version

illustrated p. 25 & another cast illustrated p. 346).

W. Spies, *Picasso, The Sculptures*, Stuttgart, 2000 (plaster version

illustrated p. 25 & another cast illustrated p. 346).

A. Temkin & A. Umland, *Picasso, Sculpture*, exh. cat., New York,

2015 (another cast illustrated p. 45).

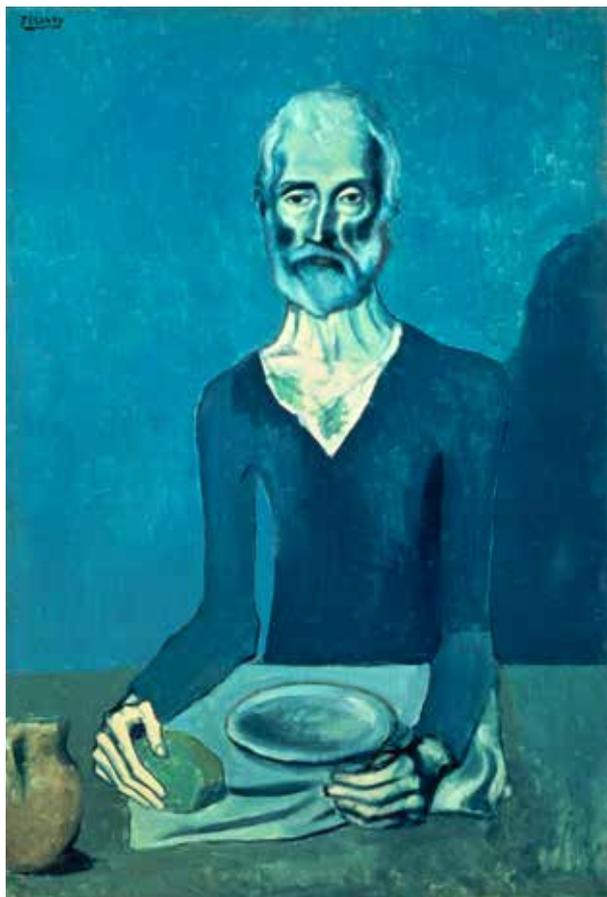
C. Bernardi, S. Molins & L. Le Bon, *Picasso, bleu et rose*, exh. cat.,

Vanves, 2018 (another cast illustrated p. 198).



Pablo Picasso

The present work *Tête de picador au nez cassé* secures an important place in Picasso's sculptural oeuvre, as it was created in the Blue Period. This period, between 1901 and 1904, was paramount within the artist's body of work as Picasso cultivated his personal artistic voice and left the academic tradition behind. Picasso began to capture human agony and the struggle of everyday life, often depicting crippled figures and turning towards the hopeless and outcasts as favoured subjects. *Tête de picador au nez cassé* is Picasso's first endeavour in translating these concepts into his sculptures. The facial characteristics of the bullfighter, an iconic subject Picasso would return to time and again, are distorted in the present work. The tip of the nose, clearly broken, directs towards the lower right, and the left side of the mouth curls downwards. The reflections caught on the brown patina on the uneven surface of the mask create contrasting light and shadow effects, where deep lines and rough facial expressions come to life.



Pablo Picasso (1881-1973), *The Ascectic*, 1903, The Barnes Foundation, USA.

As the son of a painter, Picasso's desire to become an artist emerged from a young age. When he was only 16 years old, Picasso went to the Instituto da Guarda in La Coruña, followed by two other art academies in Barcelona and Madrid between 1894 and 1895. His education was mainly focused on drawing and painting, and followed the academic discipline. During this time, Picasso was very much isolated from the trends that were growing in Europe. It was not until a few years later in 1899, when he became acquainted with Spanish sculptors such as Francisco 'Paco' Durrio y Madrón, that he became aware of the tantalising developments beyond academy life. Durrio y Madrón was a disciple of Paul Gauguin, who introduced new forms, materials, techniques and context to sculpture. Alongside his appreciation of non-Western art, Gauguin's formal experiments in three dimensions would later have a profound influence on Picasso's work.

In 1899, Picasso joined the anarchists from the Barcelonan *Els Quatre Gats* café, the equivalent of *Le Chat Noir* in Paris. The Symbolist artists and poets who gathered there closely followed the radical changes that were taking place in contemporary art. It was here that Picasso first truly encountered Modernism and was introduced to a new breed of 'painter-sculptor' artists. This pioneering group, who, alongside Gauguin included artists such as Edgar Degas and Honoré Daumier, had emerged in Paris during the late nineteenth century and worked in various disciplines. It encouraged the adventurous nineteen-year-old Picasso to explore the world outside Catalonia and he decided to visit Paris with his friend and fellow artist Carlos Casagemas in 1900.

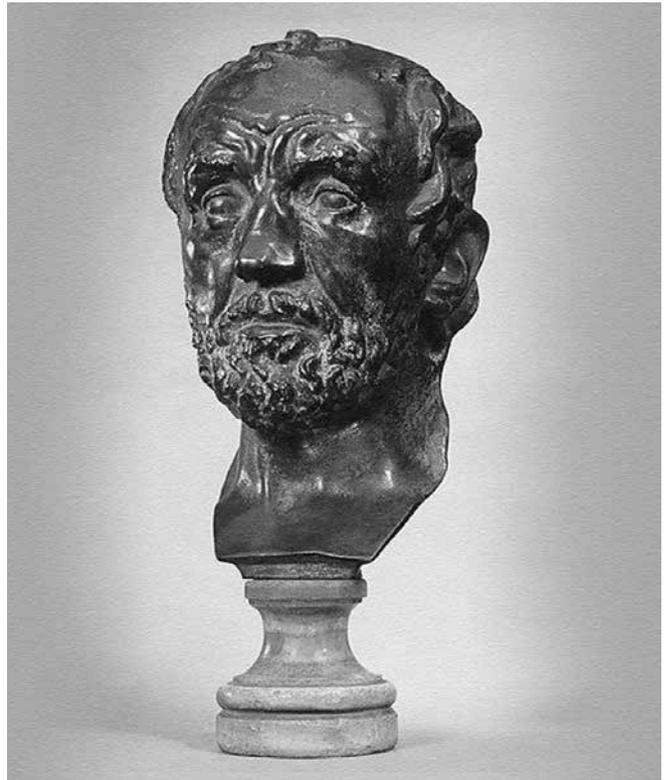
This year proved pivotal for the avant-garde, with the *l'Exposition Universelle* being held in the French capital. It formed the axis for contemporary art at the time and coincided with many other exhibitions such as a seminal survey of Auguste Rodin's sculpture. For the past decade, Rodin had dominated the art scene with his innovative representation of sculpture. He was one of the most celebrated living artists and his works were highly sought after by collectors. A pavilion at the Place de l'Alma was exclusively dedicated to Rodin, where 150 works were exhibited and a variety of lectures were given by notable French writers such as Charles Morice and Camille Mauclair. It was unquestionably one of the highlights of the *l'Exposition Universelle* and would not have been unnoticed by Picasso.

Upon Picasso's return to Spain, Rodin's approach to sculpture was a much-discussed topic within the Barcelonan artistic circles. His work was published in several prominent magazines and newspapers, while the radicals of *Els Quatre Gats* advocated his work in an article dedicated to the artist in their journal *Pèl & Ploma*. Rodin's work was to become a great influence on Picasso during the early years of the 1900s.

Picasso's Blue Period followed the tragic death of his comrade Casagemas, when the artist entered a period of depression. His works touched upon subjects such as poverty and melancholy



Pablo Picasso (1881-1973), *Untitled*, 1903.



Auguste Rodin (1840-1917), *Masque de l'homme au nez cassé*, 1881.

and depicted frail, despondent figures in monochrome blue hues. Rodin's portrayals of unusual beauty and expressive realism became a great source of inspiration for Picasso. His work from 1903 shows many similarities to Rodin in both his paintings and sculpture, and critic Ron Johnson identifies a common 'feeling of utter collapse or sinking; diagonal movements compressed within the silhouette [... and] thematic similarities such as sadness, sorrow, meditation, and isolation' (R. Johnson, *The Early Sculpture of Picasso 1901 – 1914*, New York & London, 1976, p. 9). Such emotions are vividly expressed in Picasso's 1903 painting *L'Ascète*, in which the young Spanish artist seems to reference Rodin's seminal sculpture *L'homme au nez cassé* of 1863. Picasso translates the ridged, grooved face of Rodin's subject into a haunting canvas, whose pathos is heightened by the artist's emphasis on the deep lines of the man's face, his nose similarly distorted and pushed to one side, framed by the shadowy concaves of his cheeks.

In *Tête de picador au nez cassé* Picasso directly references Rodin's masterpiece in sculptural form. Due to the extreme temperatures in Rodin's studio the back of the head of *L'homme au nez cassé* is said to have broken off, resulting in the appearance of a mask rather than a bust. Deliberately choosing the form of a mask in the present work, Picasso plays with the effects of light and dark across the bronze's uneven surface; the deep diagonal lines of the picador's face dramatize the subject's distorted physiognomy. By referring to such an influential work, Picasso deliberately embeds himself at a young age into the art historical discourse of the great masters of Modernism.

Picasso kept his early sculptural work relatively private for a few decades. Consequently, these works were not included in Christian Zervos' *catalogue raisonné*. However, a study on paper of *Tête de picador au nez cassé* can be found in volume VI and is dated 1903. In 1905, the first bronze cast of *Tête de picador au nez cassé* was executed and sold to Gertrude Stein, a distinguished novelist, collector and figure within Parisian artistic circles. The sculpture remained within private collections for the first half of the twentieth century and it was not until the early 1960s that the work was first displayed publicly. In 1959 Picasso discovered the clay version of the model in his wardrobe during a move from his apartment on the rue des Grands-Augustin to the south of France. The following year his art dealer Daniel Kahnweiler commissioned an edition of just 8 bronzes, of which the present work is part. Otto Gerson exhibited the model *Tête de picador au nez cassé* for the first time in his respected gallery in New York City in 1962.

Casts of *Tête de picador au nez cassé* have rarely been seen on the market. Only a few have remained in private collections, as the majority reside in important museum collections such as the Hirshhorn Museum and Sculpture Garden, The Baltimore Museum of Art and the San Francisco Museum of Modern Art. Over the past decade, Picasso's early sculptural work has received significant institutional attention. For example, other bronze casts of *Tête de picador au nez cassé* were included in important surveys such as *Picasso Sculpture* at the Museum of Modern Art, New York, in 2015, and most recently, a cast of this work was included in the critically acclaimed exhibition *Picasso, bleu et rose* at the Musée d'Orsay, Paris, in 2018 – 2019.

PROPERTY FROM A PRIVATE COLLECTION, MILAN

3 AR

HENRI MATISSE (1869-1954)

Paysage, Corse

signed 'H. Matisse' (lower right)

oil on panel

12.7 x 22.6cm (5 x 8 7/8in).

Painted in Corsica in 1898

£80,000 - 120,000

€88,000 - 130,000

US\$97,000 - 140,000

The authenticity of this work has been confirmed by the late Madame Wanda de Guébriant.

Provenance

Perls Collection, New York.

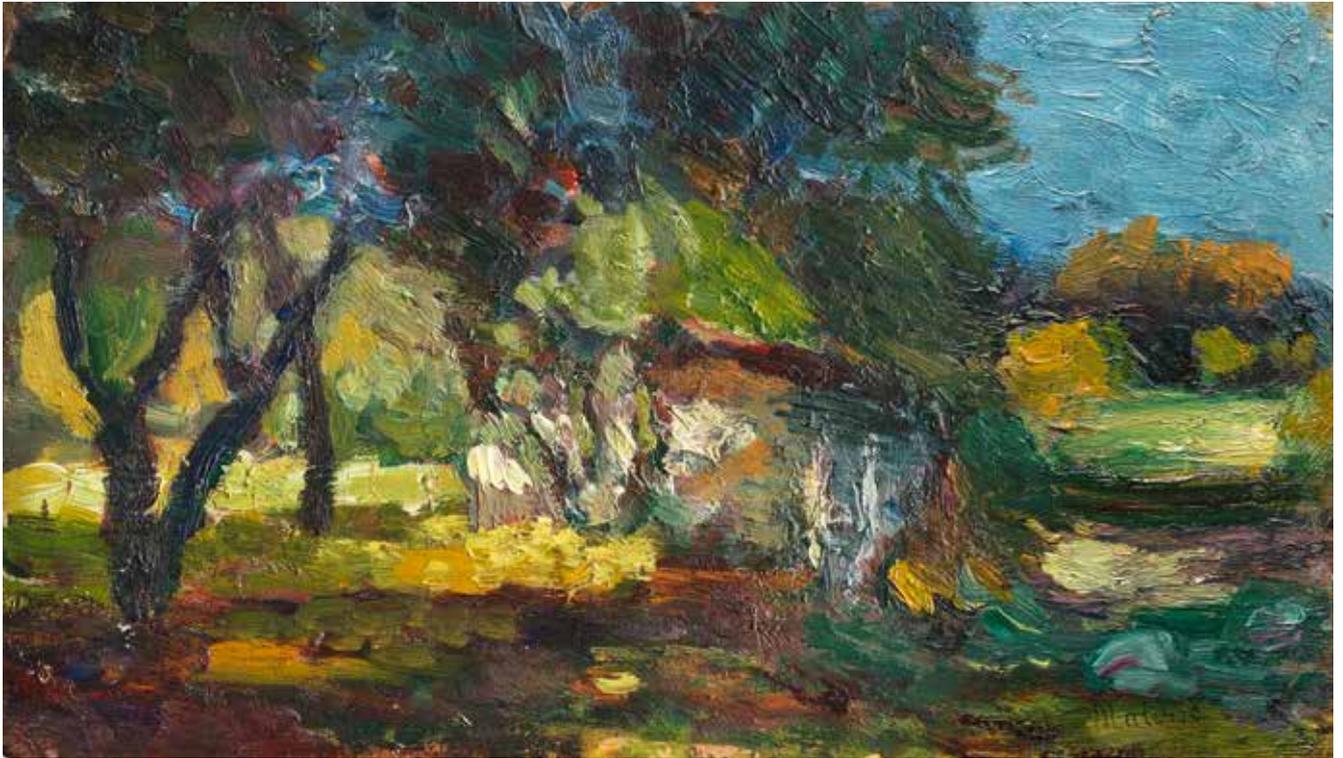
Maurice Gutman Collection, New York (acquired from the above circa 1965).

Charles Kurt Silberstein Collection, New York; his estate sale, Christie's, New York, 10 May 2007, lot 265.

Acquired at the above sale by the present owner.

Literature

J. Poncin, *Matisse à Ajaccio, 1898. Lumière et couleur révélées*, Ajaccio, 2017, no. 9 (illustrated p. 133).



Henri Matisse

Paysage, Corse and the series it comes from stands as a precursor to Matisse's revolutionary artistic style, precipitating the Fauve movement and the lifelong experimentation with colour and form that this would ignite. Dating to 1898 the present work illustrates a definitive change and newfound freedom in the artist's palette and brushwork.

Matisse first started painting as a 20-year-old law student, whilst recovering from appendicitis at his parents' home in Bohain-en-Vermandois. Within the year he had abandoned law and moved to Paris to study under Gustave Moreau, who encouraged him to examine the Old Masters and to develop his use of colour. By the mid to late 1890s a Corot-like influence can be seen in a slight softening of line and a certain luminosity hitherto not seen in his sombre landscapes. However, desolate views of Brittany in 1896 such as *Belle-Île* show how even two years before the present work was painted, Matisse's palette was comparatively subdued.

Matisse was introduced to Impressionism through his friendship with the Australian artist John Russell, who was painting alongside Monet and van Gogh. Russell gave him a drawing by the latter and taught the younger artist about colour theory, grinding and mixing his own pigments whilst painting with Matisse on Belle-Île. This transformative sojourn culminated in *La Desserte* of 1896-1897, regarded as Matisse's first truly modern work.

The artist's studies continued when he travelled to London to see the works of Turner on the recommendation of Camille Pissarro. Matisse had married Amélie Parayre on 10 January 1898 and the pair

honeymooned in London expressly to view these paintings. Matisse would describe seeing these works as an epiphany: 'Turner lived in a cellar. Once a week he had the shutters suddenly flung open, and then what incandescence! What dazzlement! What jewels!' (Matisse quoted in H. Spurling, *The Unknown Matisse: A Life of Henri Matisse*, Vol. I, 1869-1908, London, 1998, p. 156).

From London the newly-weds progressed to Corsica, arriving on 9 February 1898. Thus far unable to support himself through painting alone, Matisse decided to allow himself a year dedicated to art. Five months were spent on the Mediterranean island before the couple relocated to Toulouse: this year would become a pivotal point for the artist, whose artistic development 'came with his travels. In Brittany his palette grew light; in Corsica and Toulouse it caught fire' (P. Schneider, *Matisse*, London, 1984, p. 605).

In Corsica, Matisse was said to revel in the slow island pace and timeless mountainous landscape. The couple rented two rooms in the Villa de la Rocca on the outskirts of Ajaccio and in the five months he spent there Matisse produced 55 paintings, most of which were executed in or around these lodgings. His subjects tended to be simply grouped still lifes and the surrounding landscape, such as the present work: 'the motif to which Matisse returned more often than to any other on the island was a single olive tree, or group of trees, on a flat patch of ground: again and again his trees caught fire in a blaze of colour, becoming sometimes almost incandescent beneath his prodding, probing brushstrokes' (H. Spurling, *op. cit.*, p. 167).



Henri Matisse (1869-1954), *Nature morte aux oranges*, 1899, Washington University, USA.



J. M. W. Turner (1775-1851), *Corsica*, 1830-35, Yale Centre for British Art, USA.



Henri Matisse (1869-1954), *Corsican landscape with Olive Trees*, 1898, Pushkin Museum, Russia.

Paysage, Corse focuses on this olive grove with the scorched ground and Mediterranean blue sky above. Jacques Poncin identifies a wide lane on the right leading to a gated garden, and an ochre roof denoting the presence of a *casetta*, possibly used as a tool shed for the grove. The whole is a rich tapestry of colour, with verdant green foliage, azure blue sky, yellow patches of sunshine and russet soil. The composition appears more abstracted when viewed closely, as the hut, tree and path dissolve into individual strokes of pigment. The tactile, bold brushwork throughout imbues the picture with a strong sense of movement and place – one can almost feel the summer breeze and hear the leaves rustling. Multi-directional strokes collide and clash, whilst Matisse starts to use a heavier impasto than hitherto seen. This increasingly expressive technique is wonderfully described by Pierre Schneider: ‘thickened, scumbled, whipped, piled up, or crushed, the paint at times recalled the lavas brewed by Soutine, whom Matisse was later to admire and one of whose canvases (*Sunset in Corsica*) he bought at public auction’ (P. Schneider, *op. cit.*, p. 115).

The landscape itself no longer seems to be the sole focus of the work but acts more as a vehicle for Matisse’s artistic experimentation. In this, critics have seen the influence of Turner’s dream-like compositions, an ethos echoed by the French artist who described his own work as ‘a meditation on nature, on the expression of a dream inspired by reality’ (Matisse quoted in *ibid.* p. 60).

The clear southern light was a revelation to Matisse who had grown up in North Eastern France, and with this light came his emboldened palette. Still lifes that he painted in Corsica such as *Nature morte aux oranges (II)*, 1899, particularly show the truly astounding progress Matisse had made in just a few years. The highly-keyed colours and free brushwork of these compositions were ground-breaking for their time and marked a radical departure from contemporary artistic taste: ‘his Corsican pictures were too disturbing to be shown to his contemporaries except in private. Evenepoel [Matisse’s friend and fellow artist] wrote reproachfully that they looked as if they had been done through gritted teeth: sketchy, crude, affected, wilfully.’ However, he later conceded that ‘everything became grey, grey and neutral beside it’ (H. Spurling, *op. cit.*, pp. 168-169).

Identified as ‘proto-Fauve’, the Corsican paintings stand as a seminal series within Matisse’s oeuvre. The artist would go on to research Signac’s manifestos on colour theory and Divisionism before founding the infamous Fauve movement and going on to become one of the most influential masters of twentieth century art. Speaking of 1898, the year *Paysage, Corse* was painted, Matisse declared, ‘soon there it came to me, like a revelation, the love of materials for their own sake. I felt growing within me a passion for colour’ (Matisse quoted in H. Spurling, *op. cit.*, p. 164).

**PROPERTY FROM THE COLLECTION
OF THE LATE GUSTAV DELBANCO**

4

AUGUSTE RODIN (1840-1917)

Acrobate (le jongleur)

signed, numbered, inscribed and dated 'A. Rodin No. 5 © by musée Rodin 1956' (on underside of the supporting figure's head)

bronze with brown patina with green accents

29cm (11 7/16in). high

Conceived circa 1892 – 1895, this bronze version cast in September 1956 by the Georges Rudier foundry in a numbered edition of 13 plus one unnumbered cast.

£30,000 - 50,000

€33,000 - 55,000

US\$36,000 - 60,000

This work will be included in the forthcoming *Auguste Rodin catalogue critique de l'oeuvre sculpté* currently being prepared by the Comité Auguste Rodin at Galerie Brame & Lorenceau under the direction of Jérôme Le Blay.

Provenance

Musée Rodin, Paris.

Roland, Browse & Delbanco, London (acquired from the above in February 1957).

Gustav Delbanco Collection, London.

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

Exhibited

Bath, Holborne Museum of Art, *In the Public Eye, Treasures from the West of England*, 15 October - 8 December 2002, no. 101.

London, Browse & Darby, *Edgar Degas 1834 - 1917 Auguste Rodin 1840 - 1917, Sculpture & Works on Paper*, 14 February - 16 March 2018, no. 5.

Literature

L. Roger-Milés, 'Rodin', in *Figaro Illustré*, Vol. 25, no. 15, March 1906 (illustrated p. 78; titled 'Jeux de faune et de nymphe').

O. Grautoff, *Auguste Rodin*, Bielefeld & Leipzig, 1908 (another cast illustrated p. 66; titled 'Liebesspiel').

J. L. Tancock, *The Sculpture of Auguste Rodin, The Collection of the Rodin Museum Philadelphia*, Philadelphia, 1976 (another cast illustrated p. 53).

C. Ikegami (ed.), *Exposition Rodin au Japon*, exh. cat., Paris, 1979 (another cast illustrated no. 71).

A. E. Elsen, *In Rodin's Studio, A Photographic Record of Sculpture in the Making*, Oxford, 1980 (the unnumbered cast illustrated pl. 78).

C. Lampert, *Rodin Sculpture & Drawings*, exh. cat., London, 1986 (another cast illustrated p. 174).

M. Laurent, *Rodin*, Paris, 1988 (another cast illustrated p. 151).

P. Greenaway, *Le Bruit des nuages. Flying out of this world*, exh. cat., Paris, 1992 (another cast illustrated p. 66).

C. Ebneter et. al., *Rilke & Rodin, Paris 1902 - 1913*, Sierre, 1997 (another cast illustrated p. 175).

C. Judrin, *Rodin et le Japon*, exh. cat., Tokyo, 2002 (another cast illustrated p. 225).

P. Nitti & M. Restellini, *Rodin en 1900. L'exposition de l'Alma*, exh. cat., Paris, 2001 (another cast illustrated pp. 291 & 318 - 319 and plaster version illustrated p. 238).

A. E. Elsen, *Rodin's Art, The Rodin Collection of the Iris & B. Gerald Cantor Center for Visual Arts at Stanford University*, New York, 2003 (another cast illustrated p. 527).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. II, Paris, 2007, no. S.597 (another cast illustrated p. 475).

The present work, together with Rodin's *Etude de Damnée (Etude no. 1431)* and *Tête d'homme à une seule oreille* (lots 5 & 67), belonged to the personal collection of Gustav Delbanco (1903-1997), a prominent London art dealer and partner at Roland, Browse & Delbanco.

Arriving in London from Nazi Germany in the 1930s, Delbanco established himself as a dealer in Old Master drawings, before opening a gallery of contemporary art on Cork Street with partners Henry Roland and Lillian Browse. Roland, Browse & Delbanco soon became one of the most prestigious galleries in London, one of whose first exhibitions was the work of Rodin, who Delbanco himself collected. His house in Hampstead displayed Rodin bronzes alongside a Degas dancer: "Compare it to a Rodin", he would say, "do you see that the Degas is cold – a bit lifeless. You see, Degas didn't like women. Rodin did" (Delbanco quoted in S. Steven, 'Obituary: Gustav Delanco', *The Independent*, 13 February 1997).

Representing a male nude on his back with his legs raised and supporting a precariously balanced cross-legged female nude, this experimental composition illustrates Rodin's fascination with the human form and its range of movement. Dating to circa 1892-1895, Georges Grappe claims that the composition grew from the artist's interest in 'unexpected models or unusual movements' inspired by 'circuses, Montmartre dancehalls, [and] fairground stalls' (Grappe quoted in A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. II, Paris, 2007, p. 476). In its exaggeration and contortion of the human figure, often observed from live models walking around his studio, *Acrobate (le jongleur)* prefigures Rodin's 1910-1919 *Mouvements de Danse* series which celebrated the leaping, twisting bodies of acrobatic and balletic models.



Gustav Delbanco, photographed in the 1970s by Rolf Mahrenholz.



**PROPERTY FROM THE COLLECTION
OF THE LATE GUSTAV DELBANCO**

5

AUGUSTE RODIN (1840-1917)

Etude de Damnée (Etude no. 1431)

signed and numbered 'A. Rodin No. 5' (on the sole of the left foot),
inscribed with the foundry mark 'Georges Rudier.Fondeur.Paris.' and
further inscribed and dated '© by musée Rodin 1961' (on the back of
the right leg)

bronze with brown patina with green accents

16.7cm (6 9/16in). high; 23cm (9 1/16in). width

Conceived circa 1885, this bronze version cast in March 1961 by the
Georges Rudier foundry in an edition of 12 plus one cast for the Musée
Rodin collection.

£25,000 - 35,000

€28,000 - 39,000

US\$30,000 - 42,000

This work will be included in the forthcoming Auguste Rodin *catalogue
critique de l'oeuvre sculpté* currently being prepared by the Comité
Auguste Rodin at Galerie Brame & Lorenceau under the direction of
Jérôme Le Blay.

Provenance

Musée Rodin, Paris.

Roland, Browse & Delbanco, London (acquired from
the above in May 1962).

Gustav Delbanco Collection, London.

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

Exhibited

London, Browse & Darby, *Edgar Degas 1834 - 1917, Auguste Rodin
1840 - 1917, Sculpture & Works on Paper*, 14 February - 16 March
2018, no. 16.

Literature

Exh. cat., *Auguste Rodin*, Paris, 1963 (another cast illustrated no. 16).

J. L. Tancock, *The Sculpture of Auguste Rodin, The Collection of
the Rodin Museum Philadelphia*, Philadelphia, 1976 (another cast
illustrated p. 391).

C. Judrin, M. Laurent & D. Viéville, *Auguste Rodin, Le monument des
Bourgeois de Calais (1884 - 1895) dans les collections du musée
Rodin et du musée des Beaux-Arts de Calais*, exh. cat., Paris, 1977
(another cast illustrated p. 228).

Exh. cat., *Rodin et la Porte de l'Enfer*, Tokyo, 1989 (another cast
illustrated p. 118).

M. Fath & J. A. Schmoll-Eisenwerth (eds.), *Auguste Rodin, Das
Höllentor, Zeichnungen und Plastik*, exh. cat., Munich, 1991 (another
cast illustrated p. 130).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in
the Musée Rodin*, S. 650, Vol. I, Paris, 2007 (another cast illustrated
p. 286).



6

GUSTAVE LOISEAU (1865-1935)

Bord de l'Eure, effet du matin
signed 'G. Loiseau' (lower right)
oil on canvas
73 x 92cm (28 3/4 x 36 1/4in).
Painted circa 1920

£70,000 - 100,000

€77,000 - 110,000

US\$85,000 - 120,000

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

Provenance

Mme. Sylvain Gobin Collection, Paris (acquired in 1965).
Anon. sale, Morelle & Marchandet, Paris, 23 March 1994, lot 66.
Private collection, France (acquired at the above sale); their sale, Sotheby's, New York, 9 November 1994, lot 197.
Private collection, New York (acquired at the above sale); their sale, Sotheby's, New York, 3 May 2012, lot 148.
Private collection, Europe.



PROPERTY FROM A PRIVATE GERMAN COLLECTION

7

LESSER URY (1861-1931)

Unter den Linden mit Blick auf das Brandenburger Tor, Berlin

signed 'L. Ury.' (lower left)

oil pastel and pastel on board

24.5 x 17.2cm (9 5/8 x 6 3/4in).

Executed in the 1920s

£40,000 - 60,000

€44,000 - 66,000

US\$48,000 - 72,000

The authenticity of this work has kindly been confirmed by Dr. Sibylle Groß. This work will be included in the forthcoming Lesser Ury *catalogue raisonné*, currently being prepared.

Provenance

Private collection, Hessen; their sale, Villa Grisebach Auktionen, Berlin, 29 November 1991, lot 6.

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

Thence by descent to the present owners.



PROPERTY FROM A PRIVATE GERMAN COLLECTION

8

ALEXEJ VON JAWLENSKY (1864-1941)

Stilleben mit Blumen und Früchten

signed twice with the artist's initials 'A. J.' (lower left)

and 'A. J.' (upper right)

oil on canvas

57.8 x 48.4cm (22 3/4 x 19 1/16in).

Painted circa 1905

£150,000 - 250,000

€170,000 - 280,000

US\$180,000 - 300,000

Provenance

Galerie Nierendorf, Berlin & New York.

Sidney Janis Gallery, New York (1957).

Leonard Hutton Gallery, New York.

Eugene V. Thaw Gallery, New York.

Private collection, New York; their sale, Sotheby's, New York,

5 November 1981, lot 223.

Anon. sale, Karl & Faber, Munich, 24 - 25 November 1983, lot 903.

Galerie Raimund Thomas, Munich (1985).

Galerie Ludorff, Düsseldorf (1987).

Galerie Harald Wolff, Munich & Luxembourg.

Private collection, Hamburg (acquired from the above on

19 November 1997).

Thence by descent to the present owners.

Exhibited

(Possibly) Munich, Kunstsalon Krause, *Alexej von Jawlensky*, 1905.

New York, Sidney Janis Gallery, *Jawlensky*, 4 - 30 March 1957, no. 1.

Munich, Galerie Thomas, *Expressionismus Klassische Moderne*, 1985,

no. 21.

Literature

C. Weiler, *Alexej Jawlensky*, Cologne, 1959, no. 707 (illustrated p. 152).

M. Jawlensky, L. Pieroni-Jawlensky & A. Jawlensky, *Alexej von*

Jawlensky, Catalogue Raisonné of the Oil Paintings, Vol I., 1890 -

1914, London, 1991, no. 118 (illustrated p. 123).



Alexej von Jawlensky

Painted circa 1905, *Stilleben mit Blumen und Früchten* is a vibrant and consummate example issuing from one of the most innovative periods of Alexej von Jawlensky's oeuvre. By the turn of the century, Jawlensky had already completed his studies at the private painting school of Anton Ažbe in Munich, where he lived with fellow artist Marianne von Werefkin. He had also established close contact with the artists of the Munich school such as Lovis Corinth, Wilhelm Leibl and Leo Putz, whose combined influence was of great significance for the thriving Jawlensky. Lovis Corinth in particular was a great supporter of the young artist and recommended some of his works to important exhibitions such as the Berliner Succession.

Besides the influence of the national and local art scene, 1902 was to mark a pronounced orientation towards the Parisian avant-garde when Jawlensky began to execute still lifes and landscapes

in the Neo-Impressionist style. In the following year he travelled to Paris, and it was here that Jawlensky was first captivated by the intense expressionism of Vincent van Gogh. Later, in the summer of 1905, he painted alongside the followers of Paul Gauguin during a formative trip to Brittany. It was not until 1906 that Jawlensky first recalled seeing a canvas by Gauguin while at the home of an acquaintance, however it is highly likely that Jawlensky had already been exposed to the concepts of 'Synthetism' expounded by the Pont-Aven school during his sojourn in the region. The synthetic style advocated an emphasis on a bold application of pure colour and a simplified composition primarily derived from the artist's memory or feelings in relation to the subject. A close friend of the artist, Pater Willibrod Verkade, was later to introduce Jawlensky to a key acolyte of the Pont-Aven school and founder of the Nabis, Paul Sérusier, in 1907.



Paul Gauguin (1848-1903), *Still life with mangoes*, c. 1891-96, Private Collection.



Alexej von Jawlensky
(1864-1941),
Selbstbildnis, 1904,
Private Collection.

Alexej von Jawlensky

As Jawlensky would later recount in his memoirs, the still life during this period provided the genre through which he could most successfully explore and refine his own artistic language. In accordance with the artists of the Pont Aven school, a faithful representation of the subject was rejected in favour of a scene reinvented according to the artist's visual imagination and poetic whim: 'At that time I was painting mostly still lifes' Jawlensky explained, 'because in them I could more easily find myself. I tried in these still life paintings to go beyond the material objects and express in colour and form the thing which was vibrating within me, and I achieved some good results' (Jawlensky quoted in 'Memoir dictated to Lisa Kümmel, Wiesbaden, 1937', pp. 25-33 in M. Jawlensky, L. Pieroni-Jawlensky and A. Jawlensky, *Alexej von Jawlensky, Catalogue Raisonné of the Oil Paintings, Vol. I, 1890-1914*, London, 1991, p. 30).

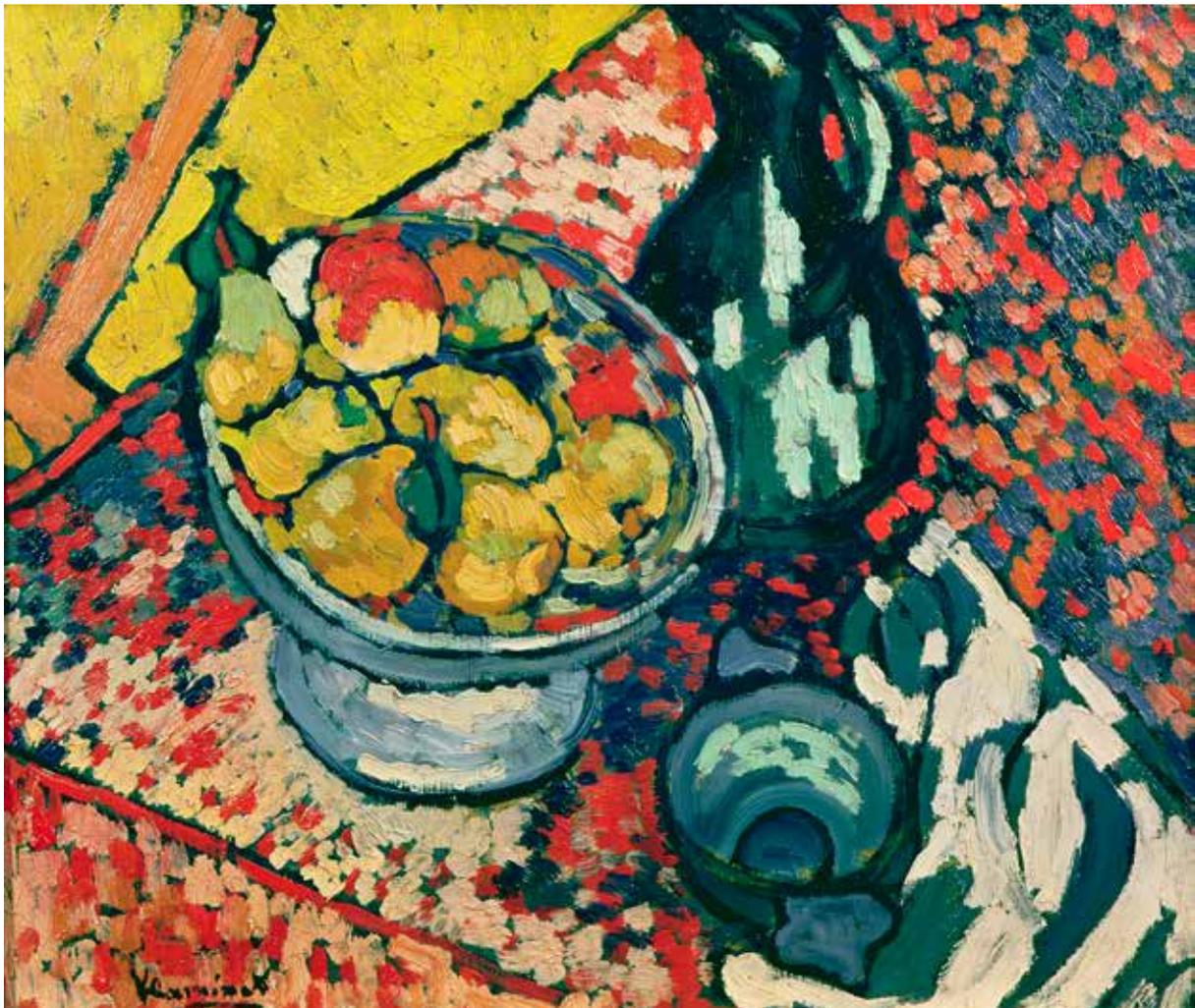
In the autumn of 1905 Jawlensky exhibited six paintings at the Salon d'Automne in Paris, the very same exhibition which bore witness to the birth of Fauvism. His exposure to the sensational colours exhibited by Henri Matisse, André Derain and Maurice de Vlaminck would have undoubtedly chimed with Jawlensky's own predilection for colour, and the experiments he had conducted earlier in France. It was here that he had first appreciated the potential of colour and the opportunities

derived from non-mimetic representation: 'I understood how to transfer nature into colours appropriate to the fire in my soul. I painted a large number of landscapes there, bushes and Breton heads from my window. The pictures were glowing with colour. And my inner self was contented' (Jawlensky quoted in W.-D. Dube, *Expressionism*, New York, 1973, p. 114).

Jawlensky was to meet the founding father of the group, Matisse, along with Van Dongen shortly after the seminal 1905 exhibition and was clearly influenced by the burgeoning Fauve movement when he painted *Stilleben mit Blumen und Früchten*. While galvanised by the vigorous, broken brushwork akin to Neo-Impressionism, the pulsing colours, simplified composition and eschewal of illusionistic perspective show Jawlensky making bold strides into the Fauvist style. Here, the still life - composed of ceramic objects and two oranges set against a tablecloth and flowers - is distilled into an interlocking series of geometric shapes and animated by diverse and juxtaposed brushwork. By employing undulating waves, delicate curlicues and orderly, parallel strokes of pigment across the canvas, Jawlensky transforms the composition into a tapestry of dynamic surface effects. This formal development foregrounded the immediacy of the artist's gesture and marked Jawlensky's first steps towards abstraction.



Alexej von Jawlensky (1864-1941), *The Coast near Carantec*, 1905-06, Pinakothek der Moderne, Munich.



Maurice de Vlaminck (1876-1958), *Still life with a fruit dish*, 1905, Private Collection.

The contrasting application and repetition of colour further invigorates *Stilleben mit Blumen und Früchten* and lends it an almost musical quality. The orange of the fruit, for example, is cleverly set against the complementary blue of the cloth with further notes of tangerine applied in a pyramidal fashion to unify and harmonise the composition. Meanwhile, the cerise and crimson of the flowers is also echoed in touches to the cloth and ceramics, becoming chromatic leitmotifs within the scene. The strident brushwork and emboldened palette are testament to Jawlensky's subjective impression of the subject and emphasise the use of the still life genre as a pattern to guide self-expression. As Jawlensky elucidated, 'My friends, the apples that I love for their delightful red, yellow, mauve and green clothing cease to be apples for me when I see them against this or that background, in such or such surroundings [...] And they resound in my sight like music, reproducing this or that mood of my soul, this or that fleeting contact with the soul of things [...]. To reproduce the things which exist without being, to reveal them to other people, by passing

them through my sympathetic understanding, by revealing them in the passion I feel for them, that is the goal of my artistic existence' (Jawlensky quoted in W.-D. Dube, *ibid.*, p. 115).

Realised at a pivotal moment in his career, *Stilleben mit Blumen und Früchten* manifests the newly assimilated influences drawn from Fauvism and Synthetism and the significance they had in catalysing Jawlensky's celebrated, Expressionist style. Abounding with energy and joy, *Stilleben mit Blumen und Früchten* betrays the excitement with which Jawlensky drew upon the radical developments of contemporary French painting to convey his uniquely expressive aims. Even in this early work we can perceive Jawlensky embarking upon the artistic journey which would later be encapsulated in his statement: 'Art is no longer life distilled. It is life itself – wounded, passionate, confused, self-contradictory [...] The art of the future is an art of emotions' (Jawlensky quoted in C. Weiler, *Jawlensky Heads, Faces, Meditations*, London, 1971, p. 12).

PROPERTY FROM A PRIVATE FRENCH COLLECTION

g AR

MAURICE DE VLAMINCK (1876-1958)

Nature morte

signed 'Vlaminck' (lower left)

oil on canvas

65.5 x 54cm (25 13/16 x 21 1/4in).

Painted circa 1908

£60,000 - 80,000

€66,000 - 88,000

US\$72,000 - 97,000

This work is accompanied by a letter of inclusion from the Wildenstein Institute.

Provenance

Private collection, The Netherlands.

Galerie Noortman, The Netherlands.

Lord Kennet Collection, UK (by 1957).

The Grosvenor Gallery (possibly Eric Estorick Collection), London.

Burt Lancaster Collection (acquired from the above); his estate sale,

Christie's, New York, 14 November 1996, lot 163.

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

Exhibited

London, Crane Kalman Gallery, *A selection of paintings by M. de Vlaminck*, June 1957, no. 2.

Nature morte, a 1908 canvas by the French painter Maurice de Vlaminck, exemplifies a turning point in the artist's development. Greatly influenced by Van Gogh, Vlaminck went on to have a crucial role in the group of artists referred to as *Les Fauves*. Alongside his peer Derain, De Vlaminck produced some of the defining works of this movement based around expression and unbridled colour. Following a 1907 retrospective of Cézanne's work however, he turned away from Fauvism towards a more muted palette and an interest in construction and form. This shift can be seen in the present work, most notably the Cézannesque contouring of the oranges, and the interest in still life displayed in this work.

The Fauvist movement began to lose steam around 1907-08, and the influence of Cubism became more evident. De Vlaminck noted of his changing style that in painting 'directly tube against canvas, one soon becomes too slick' continuing with the statement, 'I regretfully realized that my composition was reduced to no more than a series of coloured rhythms, harmonious, discordant, monotonous and that, from simplification to simplification, I was falling into the trap of decoration...The decorative spirit was leading me to forget painting' (M. de Vlaminck, *Tournant Dangereux*, Paris, 1929 [taken from the translation by M. Ross, New York, 1966], p. 15).

Nature morte is a powerful work from an important date, as it was painted in the same year of De Vlaminck's first solo exhibition that was held at Ambroise Vollard's gallery in Paris. Along with its exceptional provenance, as it was formerly in the collection of Eric Estorick and Hollywood actor Burt Lancaster, this composition is one of the key examples of De Vlaminck's early oeuvre.



PROPERTY FROM A PRIVATE FRENCH COLLECTION

10 ^{AR}

FRITZ SCHWIMBECK (1889-1972)

Geh nicht mit Deinem Herzen allein in die Wüste!

signed 'F. Schwimbeck.' (lower right); inscribed and dated '26. Juni

1915 Geh nicht mit Deinem Herzen allein in die Wüste!' (on the reverse)

pen, India ink and wash on paper

30.9 x 24.2cm (12 3/16 x 9 1/2in).

Executed on 26 June 1915

£2,000 - 4,000

€2,200 - 4,400

US\$2,400 - 4,800

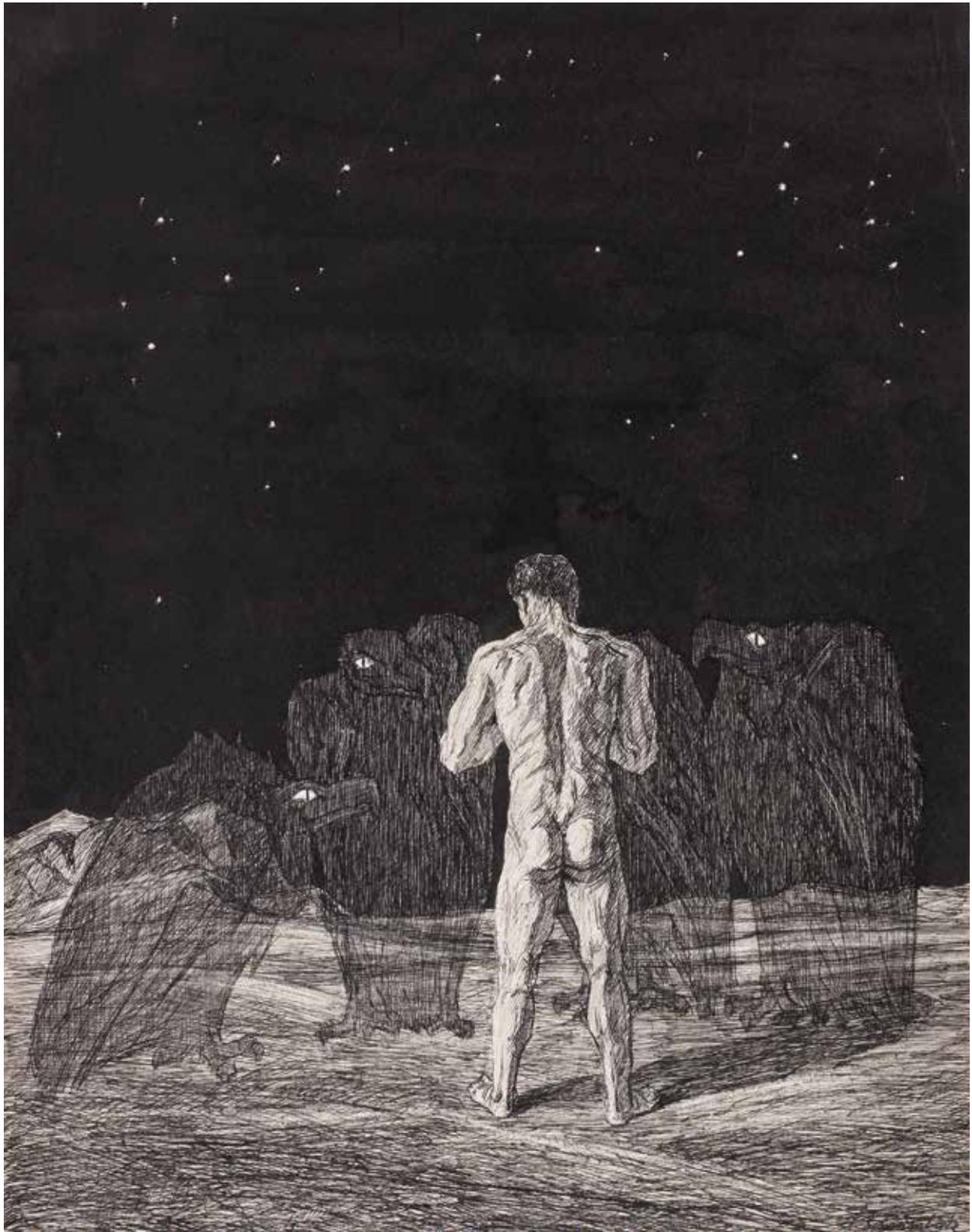
Provenance

Mrs. Zacke Collection, Vienna.

Acquired from the above by the previous owner (in the late 1960s);

their sale, Christie's, London, 3 February 2010, lot 211.

Acquired at the above sale by the present owner.



PROPERTY FROM A PRIVATE COLLECTION, UK

11 AR

ALFONS WALDE (1891-1958)

Bergsommer

signed 'A. Walde' (lower left); inscribed and dated
"Bergsommer 1937" (on the artist's label on the reverse)

oil on board

59.9 x 42cm (23 9/16 x 16 9/16in).

Painted in 1937

£80,000 - 120,000

€88,000 - 130,000

US\$97,000 - 140,000

The authenticity of this work has kindly been confirmed by Herr Michael Walde-Berger. This work will be included in the forthcoming Alfons Walde *catalogue raisonné* under archive number D-LA-563, currently being prepared.

Provenance

Fritz Kronauer Collection, Zurich.

Stanley & Joyce Foster Collection, Hellensburgh
(a gift from the above *circa* 1960).

John Foster Collection, Hellensburgh (by descent
from the above in 1999).

Thence by descent to the present owner.

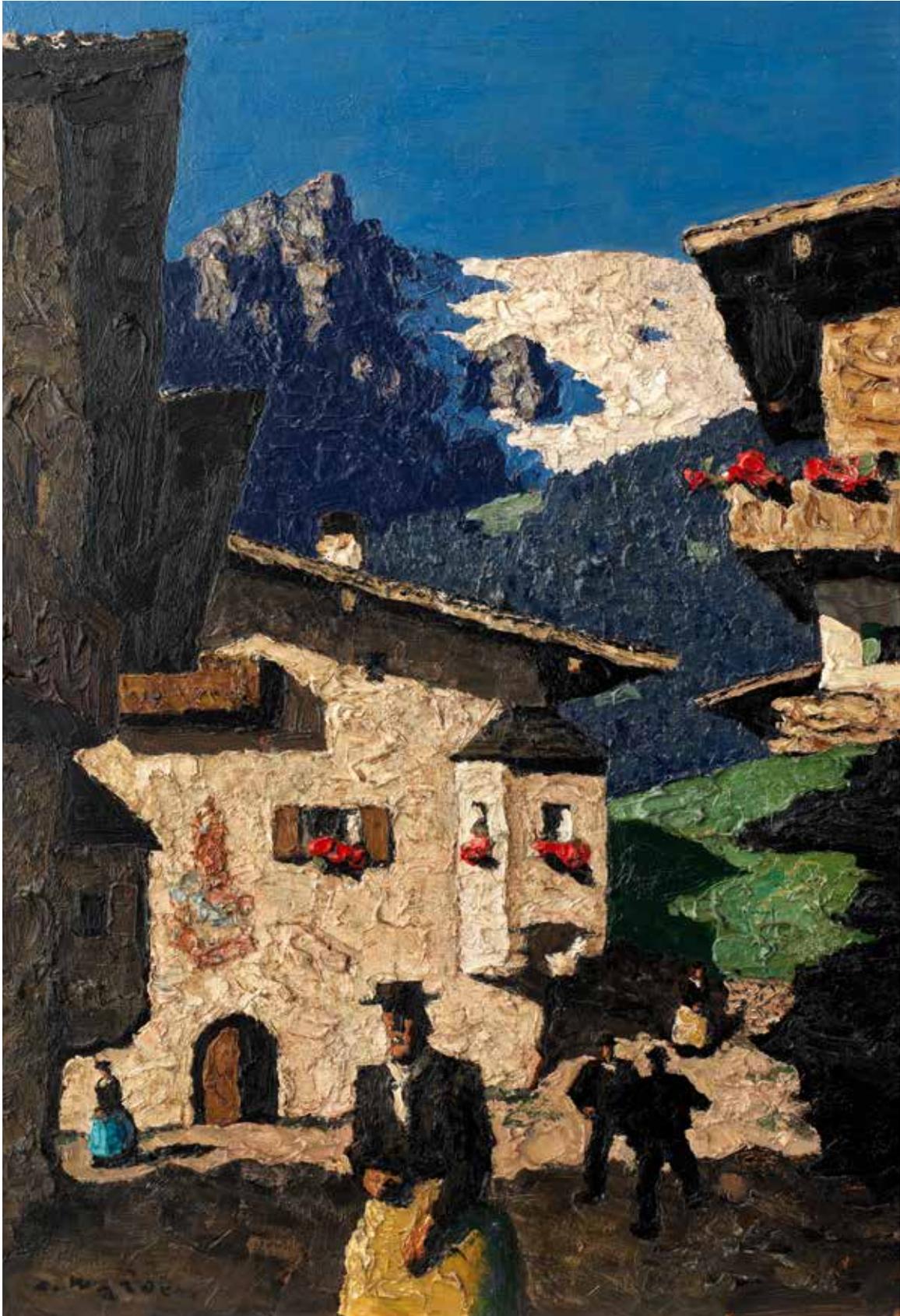


Alfons Walde.

Alfons Walde's work has become synonymous with the idyllic mountain scenery of the Tyrol, capturing a timeless existence of snow-covered hillsides and villagers quietly attending to quotidian tasks. Born in the Tyrol in a village near Kitzbühel, Walde went to study fine art in Vienna in 1910 and was immediately influenced by the great Secessionists Schiele, Kokoschka and Klimt. In fact, his work from this period began to develop the beginnings of the technique and style for which he would become renowned, such as the thick impastoed application of blue, black and red, and his use of the end of his paintbrush as a tool to add texture to the surface of his paintings.

Walde's time in Vienna was interrupted by the First World War, when he returned to the mountains on active duty as a member of the Tyrolean Kaiserschütze. Following this, he chose not to return to the capital and his studies, moving back to Kitzbühel instead, where he explored the themes of life on the mountainside in numerous oils featuring the local inhabitants going about their daily lives. Towards the mid-1920s Walde developed his style further, and reduced the landscapes and figures to simplified forms using bold applications of colour. This represented the formulation of his idea that all elements in nature were working in harmony, no element more meaningful or powerful than the other, including the men and women of the Tyrolean villages. Their faces are almost entirely impersonalised, as they walk the streets of the small clusters of houses, or bathe in the Alpine sun on a snowy slope, perfectly in sync with their calm surroundings.

The seasons were of utmost importance to Walde, who revelled in depicting nature throughout series of works showing the same scene, whether the snow-covered mountains of *Winterlandschaft* or *Aufstieg*, or the dissipating snow and warm sunshine of scenes like the present work, *Bergsommer*. This work epitomises his mature style of the 1930s, with Walde's strong use of colour and texture used expertly to depict an idyllic summer scene.



**PROPERTY FROM THE COLLECTION
OF THE LATE GUSTAV DELBANCO**

12 AR

LUDWIG MEIDNER (1884-1966)

Porträt des Malers Konrad Felixmüller

signed and dated 'L. Meidner Aug. 1915' (lower right); signed,
inscribed and dated 'Maler Konrad Felixmüller aus Dresden
1915 L. Meidner Berlin' (verso)

pencil on paper

51 x 42.7cm (20 1/16 x 16 13/16in).

Executed in Berlin in August 1915

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Helene Bernhofer Collection, Recklinghausen, no. 109.

Roland, Browse & Delbanco, London.

Gustav Delbanco Collection, London.

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

Literature

T. Grochowiak, *Ludwig Meidner*, Recklinghausen, 1966,
no. 102 (illustrated p. 160).



Conrad Felixmüller (1897-1977), *Self-portrait*, 1923,
Private Collection.

Acclaimed for his apocalyptic landscapes which eerily foreshadowed the upcoming horror and cataclysmic destruction of the First World War, Ludwig Meidner's portraiture encapsulates the artist's own tortured persona through the gaunt, exaggerated features of his sitters. They are representations of the tormented artist in the Expressionist style and the present work, a portrait of his friend Conrad Felixmüller, is no exception. With influences from artists such as Vincent van Gogh, these dark, tense works are emotionally charged and seek to embody the psychological states of his sitters.

The legacy of Meidner's early work as an illustrator for Berlin fashion advertisements can be seen in his continued unparalleled ability to caricature and stylise his figures. After meeting Max Beckmann in Berlin who introduced him to the avant-garde art world, Meidner started to experiment increasingly with portraiture from 1912, with many of the leading Expressionist and Dada writers sitting for him. His sixth-floor Berlin studio hosted a number of leading artists, such as George Grosz and Conrad Felixmüller, who did in fact share the studio space with Meidner for a period of time.

Drawn in 1915, the year before he was drafted into the German army, the present work was completed during some of Ludwig Meidner's finest years of portraiture and some of his hardest financial times. The works from this period are filled with tortured faces, both his own and those of his sitters. They are pictorial representations of struggle, self-torture and alienation. The sharp angles and hard indents into the paper that are used to portray Felixmüller in the present work convey a sense of pain. Flickers of dimly glowing gaslight are represented through the sporadic smudges of his pencil, the structure of his sitter's face almost merging with the sheet's emptiness. Meidner's exaggeration of his subjects' tired and gaunt features undoubtedly stem in part from the artist's own personal anguish and intimately represent the internal apocalypse that he so brilliantly depicted in his harrowing landscapes.



PROPERTY FROM A DISTINGUISHED BRITISH COLLECTION

13

FRANZ MARC (1880-1916)

Pferd

with the signature 'F. Marc' (lower left)

gouache, brush, ink and pencil on paper laid on board

36.7 x 42.9cm (14 7/16 x 16 7/8in).

Executed in 1912

£350,000 - 550,000

€390,000 - 610,000

US\$420,000 - 660,000

Provenance

Sir Michael Ernest Sadler Collection, Leeds & Oxford (by December 1934).

Michael Sadleir Collection (born Michael Thomas Harvey Sadler),

Bisley (by descent from the above in 1943).

F. A. Drey Collection, London (acquired from the above by March 1944
from The Leicester Galleries, London, exhibition of Sadler's collection).

E. J. Norton Collection, London (circa 1950s).

Thence by descent to the present owner.

Exhibited

London, New Burlington Galleries, *Exhibition of Twentieth Century
German Art*, (organised by Sir Herbert Read), July 1938, no. 171.

London, The Leicester Galleries, *Selected Paintings Drawings and
Sculpture from the Collection of the late Sir Michael Sadler K.C.S.I.,
C.B., LL.D.*, 7 January - 10 February 1944, no. 59.

Literature

M. L. Hutchinson, *Catalogue of Pictures, Drawings, Prints & Sculpture
in the possession of Sir Michael Sadler at The Rookery, Headington
near Oxford*, Vol. I, December 1934, p. 77.



Franz Marc



Wassily Kandinsky (1866-1944), *Fragment 2 for Composition VII*, 1913, Albright-Knox Art Gallery, USA.

Pferd is a large work on paper by Franz Marc depicting his most defining and symbolic motif. Realised at the height of Marc's involvement with the Blaue Reiter group, the work issues from his celebrated series of animal paintings in which the artist synthesised his deeply spiritualised world view with radical developments in his formal language. Unseen in public for over 70 years, *Pferd* is also distinguished by important, early provenance and exhibition history where, since its creation in 1912, it has resided exclusively in notable private collections.

The first owner of *Pferd* was the leading twentieth century educationalist, collector and patron of modern art, Michael Ernest Sadler. During the early decades of the 1900s, Sadler, thanks to his wife's largesse, amassed a collection of contemporary art which was unrivalled anywhere in England during the early years of the twentieth century. The collection included works by Pablo Picasso, Amedeo Modigliani and Wassily Kandinsky, amongst many others. Sadler even owned Paul Gauguin's highly influential painting *Vision after the Sermon* now at the Scottish National Gallery. Most significantly, Sadler and his son, Michael Thomas Harvey Sadler (later known as Michael Sadleir to distinguish himself from his father), became the first champions and patrons of the Blaue Reiter group in England, a cause which was nurtured by their well-documented friendship with Wassily Kandinsky and his wife and fellow member of the group, Gabriele Münter.

Sadler and his son were first introduced to the work of Kandinsky in 1911, on the occasion of Frank Rutter's Allied Artist's Association Exhibition at the Royal Albert Hall. The aim of the AAA was to break the power of the Royal Academy by allowing subscribers to exhibit their works without prior submission to a jury. Kandinsky, as yet unknown in England, proposed some woodcuts to exhibition which were seen and purchased by Sadler's son. The encounter was to prompt Sadleir to make Kandinsky's acquaintance and, following an exchange of letters (now in the Tate Archive), Kandinsky invited father and son to visit him at his country residence near the town of Murnau, south of Munich.

In the summer of 1912 both men departed for Germany where they embarked upon a voracious picture-buying tour. In Murnau, the Sadlers were so enthralled by Kandinsky's conversations concerning the Religious and Mystical in art that they missed the last train to Munich and were forced to stay overnight at the station hotel. Sadler even commented in a letter to his wife on the 17th August 1912 that 'Kandinsky lent us nightshirts, a hair brush and some soap' (M. E. Sadler quoted in M. Sadleir, *Michael Ernest Sadler (Sir Michael Sadler, K.C.S.I.) 1861-1943, A memoir by his son*, London, 1949, p. 239). The meeting however was to forge an enduring and productive friendship between the men, evinced in many letters to father and son until 1936.

Sadler bought several paintings and drawings during the visit and Kandinsky was to send him several more over the following years. As Sadleir later recalled in his memoir of his father: 'Kandinsky later became a painter and teacher of international repute whose work – painted and written – had an immense influence on the progressive young. I believe that (my handful of woodcuts apart) the pictures bought by MES [Michael Ernest Sadler] at this time were the first specimens of Kandinsky's work to be seen in England' (M. Sadleir, *ibid.*, p. 239).

When the men returned they planned to put together a Blaue Reiter exhibition in London, however this had to be abandoned on the account of cost. Two watercolours by Kandinsky were however lent by Sadler to the now celebrated exhibition of *Post-Impressionist Pictures and Drawings* organised by Frank Rutter at the Leeds Art Gallery in 1913. Sadler, who was Vice-Chancellor of Leeds University at the time, wrote an introduction to the work of Kandinsky in the catalogue, and its content demonstrates his familiarity with the Blaue Reiter group and a deep understanding of their artistic aims. Another important aspect in the Sadler's promotion of Kandinsky and the Blaue Reiter, was the translation and publication of Kandinsky's work of aesthetic theory *Über das Geistige in der Kunst [The Art of Spiritual Harmony]* by Sadleir in 1914. Sadleir's translation of Kandinsky's seminal thesis is still in print today and remains one of the most commonly used English versions of the book.



Sir Michael Ernest Sadler, photographed by George Charles Beresford, 1914.



New Year postcard from Wassily Kandinsky to Michael Ernest Sadler, 6th January 1915.

Among the many works by Kandinsky that Sadler owned was the important oil entitled *Fragment for Composition VII* of 1912 (illustrated). This work was acquired by Sadler in 1913 and presented alongside *Pferd* in the 1944 selling exhibition of his collection at The Leicester Galleries, arranged by his son following his father's death in 1943. The work was sold to Douglas Cooper and is now in the collection of the Albright-Knox Art Gallery, Buffalo, New York (illustrated).

Given Sadler's enthusiasm for the Blaue Reiter and his close ties to Kandinsky, it is highly likely that *Pferd* was acquired through his artist friend. In a fateful letter to Sadler from November 1914, Kandinsky makes a direct reference to Marc: 'Klee has not been called up, but Marc and Stadler are serving' (Letter from W. Kandinsky to M. Sadler: Tate Archive). Marc was of course never to return from the front: in 1916 at just thirty-six he was tragically killed by a shell fragment to the temple.

Sadler's collection contained one other work on paper by Franz Marc. Dated to the same year as *Pferd* and bearing a strikingly similar signature, *Zwei Frauenakte* (A. Hoberg & I. Jansen, *Franz Marc, The Complete Works, Vol. II, Works on Paper, Postcards, Decorative Arts and Sculpture*, no. 214) is listed beneath *Pferd* as 'Two Figures' in M. L. Hutchinson's catalogue of Michael Sadler's collection in 1934. The work was also included in the Leicester Galleries 1944 catalogue as 'Group of two women' (no. 24) and was later sold at auction in London in 1979. It was not until this time that it was brought to Germany and presented to the celebrated Franz Marc scholar, Dr. Klaus Lankheit, who subsequently documented the work. *Zwei Frauenakte* had formerly been unpublished. *Pferd*, by contrast, has remained publicly unseen since its brief appearance with The Leicester Galleries in 1944, and has not left the UK since its acquisition.

In recognition of the prominence that *Pferd* held within Sadler's collection, it was selected for inclusion in the *Exhibition of Twentieth Century German Art* at the New Burlington Galleries in 1938. The exhibition brought together a selection of the 'best works' from a number of Modern German artists and was arranged in reaction to the suppression and persecution of artists in Nazi Germany (held just a

year after the Degenerate Art exhibition in Munich): 'The organisers of the present Exhibition are not concerned with the political aspect of the situation; they merely affirm one principle: that art, as an expression of the human spirit in all its mutations, is only great in so far as it is free...That is the only principle that we maintain, but in virtue of this principle we can offer the persecuted artists of Germany the prospect of appealing to the unprejudiced eyes of the world' (Exh. cat. *Exhibition of Twentieth Century German Art*, London, 1938, pp. 6 – 7). The exhibition was organised by Herbert Read, a former student of Leeds University and participant of the Leeds Art Club – a group co-chaired by Sadler which met to discuss radical politics, spiritualism and art. The club met monthly at Sadler's home in Leeds at Buckingham House on Headingley Lane, and it was here that Read likely first saw *Pferd* hanging among his vast collection. Sadler took up the post of Master of University College Oxford in 1923 but he remained a keen promoter of Modern and Expressionist art and frequently loaned works from his collection to artists and exhibitions. *Pferd* remained in Sadler's collection until his death in 1943.

Painted in 1912, the present work depicts a lyrically stylised horse, surrounded by abstracted shapes of pure colour. With its elegantly simplified motif, animated by dynamic line and symbolic colour harmony *Pferd* shows Marc making his first strides towards an integration of form, colour and line, to express a vision of the universe as a harmonious yet abstract, spiritual entity. Such aims, which began with Romanticism, found their zenith in the shared beliefs of the Blaue Reiter group, an association of artists which had formed in December of the previous year and of which Marc was a leading member.

Key to the Blaue Reiter group was the belief in an approaching new era, one that was anti-materialistic and spiritually inclined. In Marc's essay for the Blaue Reiter almanac of 1911, he encapsulated the principle ideas and objectives of the group: 'art is about the profoundest of matters, that reviving it cannot be formal but is a rebirth of thinking...their thinking has a different object, to create *symbols* of their time through their work that belong on the altar of the future spiritual religion and behind which technical producers will vanish' (F. Marc quoted in A. Hoberg (ed.), *Franz Marc, The Retrospective*, exh. cat., Munich, 2006, p. 39).

Marc's symbols of this new transcendent age came to be predominately personified by animals and later evolved into a synthesis of the animal and its environment. His intense preoccupation with the depiction of animals was inspired by the deep emotional bond that he felt with them. Animals were a key feature of the Marc household; his Siberian sheepdog, Russi, followed him almost everywhere he went, and later in life he fulfilled his long-cherished dream of owning two deer which he called Schlik and Hanni. In his recollections of Marc, Kandinsky later recalled that he adored his deer 'as if they were his own children' (W. Kandinsky quoted in S. Partsch, *Franz Marc 1880 – 1916, Pioneer of Abstract Painting*, Cologne, 1916, p. 38).

From 1910 onwards, Marc made regular references to the animal and art in his writings and published papers, however he was keen to distance himself from the descriptive style of traditional animal painting: 'My aims lie not in the direction of specialised animal painting. I seek a good, pure and lucid style in which at least part of what modern painters have to say to me can be fully assimilated. I...am trying to achieve a pantheistic empathy with the throbbing and racing of the blood in nature, in trees, in animals, in the air' (F. Marc quoted in S. Partsch, *ibid.*, p. 36).

It was this 'pantheistic empathy' with nature that resulted in, what Marc termed, the 'animalisation of art'. Namely, a pictorial vision of the world as seen from within the animating forces of life itself: 'The aim of

his painting was not just to depict nature but to show that nature lives, not to portray 'the deer' as such...but to portray how the deer feels' (A. Hoberg, *op. cit.*, p. 43). He wanted to perceive the inner-workings of nature through an empathy with the natural world and its beings, to see the world as if through eyes of animals themselves. In an essay entitled 'How does a horse see the world', Marc questioned, 'Is there a more mysterious idea for an artist than perhaps how nature is reflected in the eye of an animal? How does a horse or an eagle see the world, or deer or a dog? How pathetic and soulless is our convention of putting animals in a landscape that belongs to our eyes instead of putting ourselves into the soul of the animal in order to guess the images they see' (F. Marc quoted in A. Hoberg, *ibid.*, p. 43).

The horse in particular held a special prominence within Marc's iconography and was often the chosen animal to convey his spiritual vision. Many of Marc's most important works depict the image of the horse and certain paintings have come to be regarded as idealised self-portraits. Marc was already familiar with the motif of the horse as a prominent symbol within Romantic painting to denote power and grace within nature. These majestic creatures were frequently depicted by artists such as Delacroix, Géricault and von Marées, and their interactions with human figures within a composition often represented the reconnection of man with the forces of nature. Marc spent many hours copying the work of von Marées and perfecting his knowledge of horse anatomy. He made countless trips to pastures and paddocks to study their typical movements and to record the specific function of joints and muscles.

With its expressive yet purified line, deftly wrought to describe the horse in motion – head turned back and nuzzled toward the neck, the front leg raised in skittish excitement - *Pferd* stands testament to Marc's profound knowledge of the horse and its movement. His simplification of form and monochromatic technique was likely inspired by his appreciation of Japanese woodcuts. It was in Paris in 1903 that Marc had acquired his first prints from Japan, and their two-dimensional character expressed through the linear idiom, would undoubtedly influence the subsequent direction of his art. The distillation of form towards abstraction, enabled Marc to create autonomous symbols which gestured towards his conceptualisation of the new unity between creatures and the cosmos.

Marc's extensive sketchbooks reveal the way in which he repeated motifs to attain the most purified and powerful composition. *Notes Pferdchen* (A. Hoberg & I. Jansen, *Franz Marc, The Complete Works, Vol. III, Sketchbooks and Prints*, p. 223, from sketchbook XXV, unpaginated), also realised in 1912, is undoubtedly a study for the present work. The pose is an exact mirror image of *Pferd* with the same leg raised and head turned back towards the neck. This mirroring technique is also apparent in another sketch and large work on paper both also from 1912. *Liegender Stier* (A. Hoberg & I. Jansen, *ibid.*, Vol. III, p. 214, from sketchbook XXV, p. 7) is undoubtedly the prior work for *Liegender roter Stier* (A. Hoberg & I. Jansen, *op. cit.*, Vol. II, no. 201) where, in the large tempera work, Marc has softened and aggrandised the hulk of the bull and organic form to its rear to lend the work a more harmonious and stylised effect. Marc reworked the motif of the bull lying down numerous times in sketches, oils and large works on paper between 1911 and 1913.

Marc's introduction to Kandinsky in early 1911 truly ignited his passion for colour and its symbolic effects. Writing to his wife shortly after their meeting, Marc exclaimed 'The other morning I walked to the Kandinsky's! The hours at his house are among my most memorable experiences. He showed me a lot, older as well as the



Franz Marc (1880-1916), *Zwei Frauenakte*, 1912 (A. Hoberg & I. Jansen, *Franz Marc, The Complete Works, Vol. II, Works on Paper, Postcards, Decorative Arts and Sculpture*, no. 214), Private Collection.



Franz Marc (1880-1916), *Liegender Stier*, 1912 (A. Hoberg & I. Jansen, *Franz Marc, The Complete Works, Vol. III, Sketchbooks and Prints*, p. 214, from sketchbook XXV, p. 7), Staatliche Graphische Sammlung, Munich, Inv. No. 1960:53.



Franz Marc (1880-1916), *Liegender roter Stier*, 1912 (A. Hoberg & I. Jansen, *Franz Marc, The Complete Works, Vol. II, Works on Paper, Postcards, Decorative Arts and Sculpture*, no. 201), Franz Marc Museum, Kochel am See, Franz Marc Stiftung.



Franz Marc (1880-1916), *Rotes Pferdchen*, 1912 (A. Hoberg & I. Jansen, *Franz Marc, The Complete Works, Vol. III, Sketchbooks and Prints*, p. 223, from sketchbook XXV, unpaginated), Private Collection.



The present lot.

newest things. The latter are tremendously strong; I derive pleasure from his strong, pure fiery colours from the first moment' (F. Marc quoted in A. Hoberg, *op. cit.*, p. 33). Marc was at this time already a supporter of Kandinsky's group, the Neue Künstlervereinigung in Munich, an association which had been dubbed the 'Bavarian Fauves', and he was quick to appreciate Kandinsky's views on colour harmony and the expressive power of pure colour to convey spiritual effects. A letter to Auguste Macke in December 1910, already shows a complete accordance with Kandinsky's view of blue as the colour of the spirit: 'Blue is the *male* principle, severe and spiritual. Yellow is the *female* principle, gentle, cheerful and sensual. Red is *matter*, brutal and heavy, the colour that has to come into conflict with, and succumb to, the other two!...Now, if you mix blue and yellow to obtain green, you awaken 'red' *matter*, the earth- to life. Green always requires the aid of blue (the sky) and yellow (the sun)

to *reduce matter to silence*' (K. Lankheit, *Franz Marc, Watercolours, Drawings, Writings*, London, 1960, p. 16). Marc's discovery of the symbolic potential of colour released from naturalism, brought about a great surge of creativity and would continue to inform his practice for the rest of his career.

Synthesising pure pigment and elementary form, *Pferd* shows Marc exploring the potential of colour and symbol to render a holistic and spiritualised vision of the world around him. The work is a tantalising example of the development of Marc's work during the short years of the Blaue Reiter group and holds further importance as one of the few examples of German Expressionism in England during the early years of the twentieth century. With its exceptional provenance, large format and emblematic style, *Pferd* remains one of the most exciting works by Franz Marc to be presented to the market in recent years.

PROPERTY FROM A PRIVATE COLLECTION

14 * AR

MARINO MARINI (1901-1980)

Cavallo 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

€88,000 - 130,000

US\$97,000 - 140,000

The authenticity of this work has kindly been confirmed
by the Fondazione Marino Marini.

Provenance

Dennis Hotz Fine Art Ltd, Johannesburg.

Private collection, South Africa (acquired from the above on
11 March 1981).

Thence by descent to the present owner.



Marino Marini



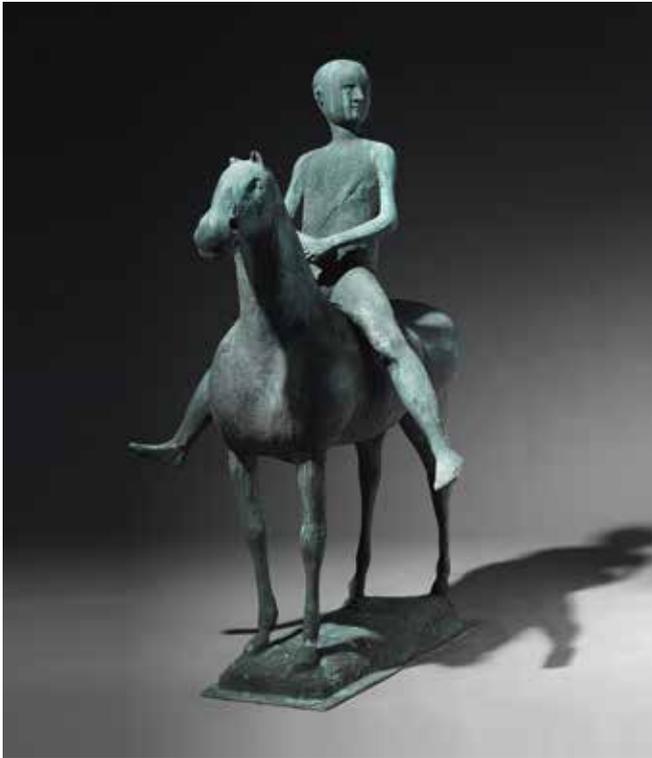
Marino Marini in his Milan studio, 1952.

Cavallo e cavaliere is an iconic image, created by one of Italy's most celebrated twentieth century artists. Marino Marini focused on just a few select motifs throughout his 65-year career as an artist, of which the horse and rider is foremost. Fascinated from an early age by nature, history and his Etruscan heritage, Marini sought to revisit classical imagery through the modern aesthetic of his era, standing apart from the concerns of his contemporaries. His paintings and sculptures, simple in their format, are bursting with energy and charisma.

After studying at the Florentine Academy of Fine Arts, Marini visited Paris frequently in the 1930s where he met many of the great names of European art of the time: Pablo Picasso, Georges Braque, Wassily Kandinsky and other contemporary Italian artists such as Massimo Campigli, Giorgio de Chirico and Alberto Magnelli. Much preferring solitude however, Marini often travelled alone and would explore northern Europe, wholly immersing himself in native cultures to develop

his understanding of foreign civilisations, whilst cultivating and widening his appreciation for style and subject. The great tradition of Marini's homeland proved enormously influential in the artist's subject and method as he looked back to the lives of his Italian ancestors: 'if you really want to find the sources of my present style in antiquity, I must confess that you will find them in the remains of the life of the past rather than in those of its art. The fossilized corpses that have been unearthed in Pompeii' (Marini quoted in E. Roditi, *Dialogues – Conversations with European Artists at Mid-Century*, London, 1990, p. 87).

Marini's earlier works echoed Etruscan portraiture, both sculpted and painted, whilst archaeological excavations of the 1930s and the cave paintings of Northern Europe, potentially seen by the artist on his extensive travels through the region, certainly find echoes in the simplified forms of his oeuvre. The motif of the horse and rider has been depicted by artists for centuries, long considered as



Marino Marini (1901-1980), *Gentiluomo a cavallo*, 1937, Private Collection.



Jacques Louis David (1748-1825), *Napoleon Crossing the Alps*, 1801, Galerie im Belvedere, Vienna.

the archetypal partnership of authority and power. Stoic figures on horseback, from Alexander the Great with Bucephalus to Napoleon and Marengo, hold a prestigious place in history and art history. In *Cavallo e cavaliere* however, the power of the man is seemingly diminished: 'to the horse [Marini] now restores its ancient significance as a fertilizing force. The rider – naked, plump, unseeing, witless, arms outflung or upraised, wobbling ever more precariously – is the man of today, signifying the opposite' (H. Read, P. Waldberg & G. di San Lazzaro, *Marino Marini: Complete Works*, Milan, 1970, p. 187).

Whilst Marini may have distanced himself from the mechanical and industrial advances that the Second Wave Futurists were celebrating at the time, the instability of his riders and horses surely reflect his contemporary, post-war landscape. Marini had witnessed a highly charged fascist Italian government ally itself with Nazi ideology and watched the world tumble into a second world war. Furthermore, he had been sensitive to the war's terrible consequence on the equestrian figure: his experience of seeing Italian peasants fleeing bombardments on horseback can be seen through the terrified steeds of his post-war works.

Marini's escape to Switzerland in 1943 offered him the chance to meet with other contemporary artists, most notably, Alberto Giacometti. We can certainly see the influence the artists may have had on one another, especially in their sculptures of the period. In *Horse*, a Giacometti sculpture from the same year as the present work, the limbs have been elongated and reduced to an almost skeletal form, the exaggerated figure pushed to the edge of total abstraction. Sculpture was an early love of Marini's, who devoted himself to it for several years after graduating from the Florentine Academy of Fine Arts and being appointed professor at the Scuola d'Arte di Villa Reale in Monza in 1929, a position he retained until 1940. Marini's sculpture surely informs the thrust and dynamism of the present work, where

alternative positions appear to have been sketched out as the artist feels his way around the figure of the horse.

Painted in 1951, *Cavallo e cavaliere* hails from one of Marini's most iconic artistic periods: his previously classical, realistic figures have been abstracted into more stylised forms. All previous serenity is lost – instead we are presented with the panicked horse, wide-eyed, frozen and unable to flee, his rider with outstretched arms, helpless and pitiful, both figures broken down into simplified geometric shapes. Marini has reinterpreted the relationship between the horse and rider in his era: it is no longer one of companionship and reliance, instead humankind has begun to travel down the path of indifference to the natural world towards that of the mechanical, destructive and apathetic. Marini described the relationship between his riders and current world events thus: 'you will notice each time that the horseman is incapable of managing his mount, and that the animal, in its restlessness ever more riderless, comes more and more to a rigid standstill instead of rearing. I believe in the most serious way that we are heading toward the end of the world' (Marini quoted in *ibid.*, p. 187).

The artist's brushwork and select use of colour heighten the anxiety felt in the present work – the blue background coolly highlights the stark blacks, whites and greys of the figures, whilst the speedy dashes of his paintbrush enhance the tension of the moment and suggest an immediacy to the viewer, increasing the composition's emotional impact. In *Cavallo e cavaliere* we can see the synthesis of Marini's greatest concerns – colour, life and form: 'For me, to conceive of a form is to perceive a color-vision of color, ardor of life, ardor of form. It's in colors I have looked for the point of departure for each idea which was to become a reality. Painting is to place oneself in the poetry of action; and action in coming about becomes true' (Marini quoted in H. Read, P. Waldberg & G. di San Lazzaro, *op. cit.*, pp. 221-222).

**PROPERTY FROM THE COLLECTION
OF JOHN J. STUDZINSKI CBE**

15 AR W

GIACOMO MANZÙ (1908-1991)

Cardinale

stamped with the artist's raised signature 'Manzu'
(front left of the base)

bronze with gold-brown patina

90cm (35 7/16in). high

Cast *circa* 1985, this work is unique.

£70,000 - 100,000

€77,000 - 110,000

US\$85,000 - 120,000

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

Provenance

Anon. sale, Sotheby's, London, 8 December 1999, lot 176.

Waddington Galleries, London (acquired at the above sale).

Private collection, London (acquired from the above on
29 February 2000).



**PROPERTY FROM THE COLLECTION
OF JOHN J. STUDZINSKI CBE**

16^{AR}

GIORGIO DE CHIRICO (1888-1978)

Riposo presso le correnti dell'Esgeo

signed 'g. de Chirico' (lower right)

crayon on tracing paper

40.5 x 49.1cm (15 15/16 x 19 5/16in). *sheet size;*

36 x 45cm (14 3/16 x 17 11/16in). *image size*

Executed in 1966

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 36,000

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

Provenance

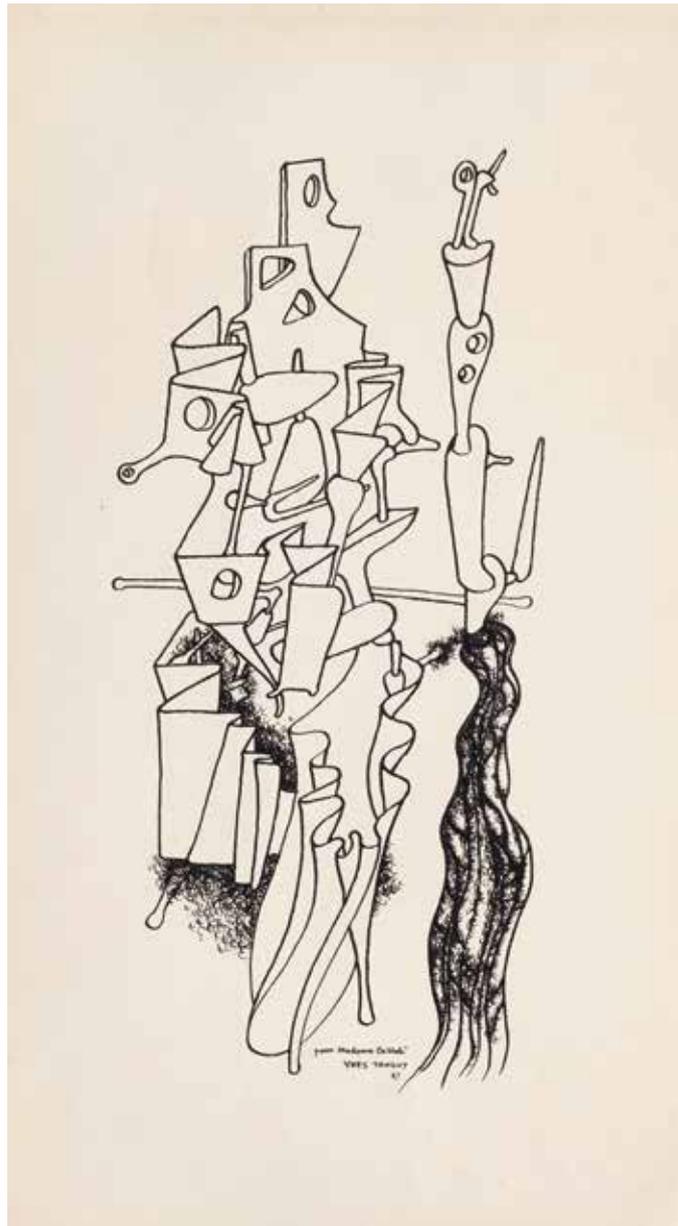
Molino Collection, Rome.

Galleria Tega, Milan.

Waddington Galleries, London, no. B33019.

Private collection, London (acquired from the above on 27 July 2000).





**PROPERTY FROM THE COLLECTION OF
JOHN J. STUDZINSKI CBE**

17 AR

YVES TANGUY (1900-1955)

Sans titre

signed, inscribed and dated 'Pour Madame Cuttoli

Yves Tanguy 47' (lower centre)

pen and India ink on paper

29.5 x 16.9cm (11 5/8 x 6 5/8in).

Executed in 1947

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Marie Cuttoli Collection (a gift from the artist).

Galerie 1900 - 2000, Paris.

Private collection, London (acquired from the above

on 22 January 2002).

Literature

P. Waldberg, *Yves Tanguy*, Brussels, 1977 (illustrated p. 11).

Marie Cuttoli was an art collector and an established figure within Parisian artistic society between the 1920s and 1960s. She revived the art of tapestry weaving and carpet making, and commissioned works from Cubist artists such as Pablo Picasso, Georges Braque, Fernand Léger and Natalia Goncharova. These works were exhibited in her design studio and exhibition space *Maison Myrbor* on the rue Vignon, next to the prominent art dealer Daniel Kahnweiler. During this time Cuttoli purchased works from French artists for her own personal collection, most of which were works on paper. She gifted the majority of her collection to the Musée Nationale d'Art Moderne in Paris in 1963.



**PROPERTY FROM THE COLLECTION
OF JOHN J. STUDZINSKI CBE**

18 AR

MAX ERNST (1891-1976)

Illustration pour Phases

signed with the artist's initials 'M E' (lower right)

pencil and frottage on paper

26.3 x 17.7cm (10 3/8 x 6 15/16in).

Executed circa 1952

£7,000 - 10,000

€7,700 - 11,000

US\$8,500 - 12,000

This work was reproduced on the cover of the Parisian magazine *Phases*, no. 2, published in March 1955.

Provenance

Private collection, Paris.

Anon. sale, Palais Galliera, Paris, 18 June 1971, lot 28.

Private collection, Paris (by 1987).

Marc Blondeau, Paris.

Galerie Brusberg, Berlin (by 1997).

Waddington Galleries, London, no. B33004.

Private collection, London (acquired from the above on 30 June 2000).

Exhibited

Krefeld, Kunstverein, *Max Ernst, Frottagen und Collagen*, March - April 1972, no. 70.

Berlin, Galerie Brusberg, *Hommage an Max Ernst. Bilder und Blätter der frühen Jahre. "Les labyrinthes ne sont pas faits pour les chiens"*, 25 August - 6 October 1990.

Cologne, Galerie Orangerie-Reinz, *Max Ernst, Jenseits der Malerei, Arbeiten auf Papier*, 14 September - 9 November 1991.

Jena, Städtischen Museen Jena, Romantikerhaus, *Max Ernst und die Romantik, Ergebnis einer Berührung*, 21 September - 15 November 1997.

Literature

Exh. cat., *Max Ernst, Ecrits et oeuvre gravé*, Tours, 1963, no. 124.

W. Spies, S. & G. Metken, *Max Ernst, Vol. V, Werke 1939 - 1953*, Cologne, 1987, no. 2964 (illustrated p. 333).

**PROPERTY FROM THE COLLECTION
OF JOHN J. STUDZINSKI CBE**

19^{AR}

FRANCIS PICABIA (1879-1953)

Sans titre

signed 'Francis Picabia' (lower right)

enamel paint and coloured pencil on tracing paper

20.5 x 23cm (8 1/16 x 9 1/16in).

Executed *circa* 1919

£30,000 - 50,000

€33,000 - 55,000

US\$36,000 - 60,000

The present work was drawn from an image of a technical diagram that was published in *La science et la vie*, issue no. 39, July 1918 (illustrated p. 61).

Provenance

Johannes Wasmuth Collection, Rolandseck (between 1993 - 1997).

Private collection (by 1999).

Galerie Brusberg, Berlin (2000).

Galerie 1900 - 2000, Paris (2000 - 2002).

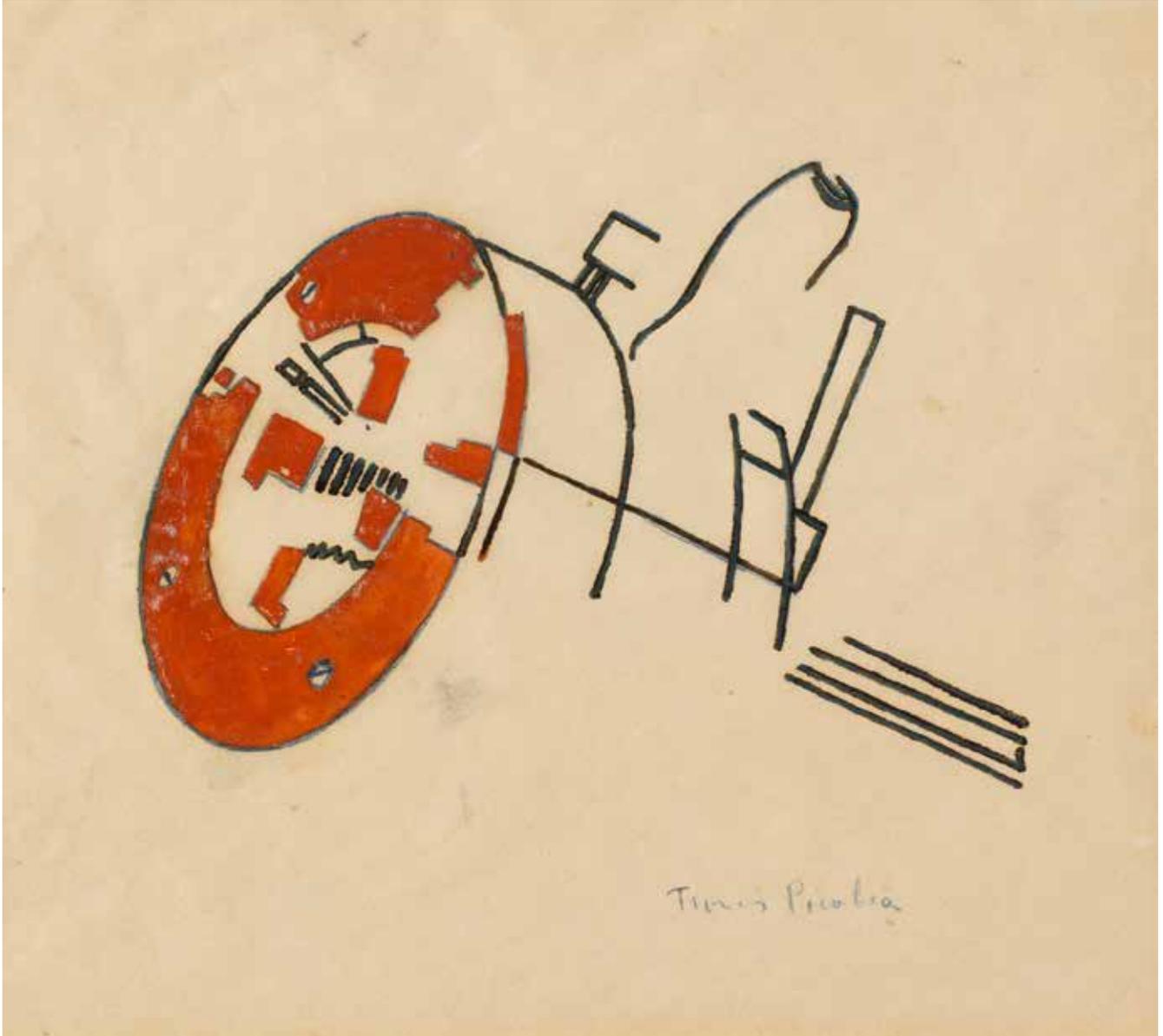
Private collection, London (acquired from the above on 22 January 2002).

Exhibited

Heino/Wijhe, Hannema-de Stuers Fundatie, *Apollinaire. Woordvoerder van de avantgarde - Avangardist van het woord*, 4 September - 7 November 1999 (later travelled to Remagen).

Literature

W. A. Camfield, B. Calté, C. Clements, A. Pierre & P. Calté, *Francis Picabia, catalogue raisonné*, Vol. II, 1915 - 1927, Brussels, 2016, no. 610 (illustrated p. 261).



PROPERTY OF AN IMPORTANT PRIVATE EUROPEAN COLLECTOR

20^{AR}

LEONOR FINI (1907-1996)

La parure ressemblante

signed twice 'L. Fini' and 'Leonor Fini' (lower right);
inscribed 'La parure ressemblante' (on the reverse)

oil on paper laid on canvas

55 x 33.3cm (21 5/8 x 13 1/8in).

Painted circa 1935 - 1936

£30,000 - 50,000

€33,000 - 55,000

US\$36,000 - 60,000

The authenticity of this work has kindly been confirmed by Mr. Richard Overstreet. This work will be included in the forthcoming Leonor Fini *Catalogue raisonné of the Oil Paintings* under archive number 0404, currently being prepared by Richard Overstreet and Neil Zukerman.

Provenance

Julien Levy Collection, New York (acquired directly from the artist);
his sale, Sotheby's, New York, 5 November 1981, lot 66.

Private collection (acquired at the above sale).

Exhibited

New York, Julien Levy Gallery, *Leonor Fini*, 18 November - 9 December
1936, no. 3.

Literature

C. Jelenski, *Leonor Fini*, Lausanne, 1968 (illustrated p. 42; incorrectly
titled and dated 'Promenade 1937').



**PROPERTY OF A DISTINGUISHED PRIVATE COLLECTOR,
ROME**

21 AR

SALVADOR DALÍ (1904-1989)

Femme à la rose

signed and dated 'Dalí 1967' (lower right); inscribed 'A Rose,

is a Rose, is a Rose, is a Rose.... G. Stein' (verso)

watercolour, charcoal, pen and India ink on paper

48.3 x 35.5cm (19 x 14in).

Executed in 1967

£80,000 - 120,000

€88,000 - 130,000

US\$97,000 - 140,000

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

The present work was commissioned for the launch of the perfume *Lenthéric 12*, in 1967.

Provenance

British American Tobacco Collection, London; their sale,

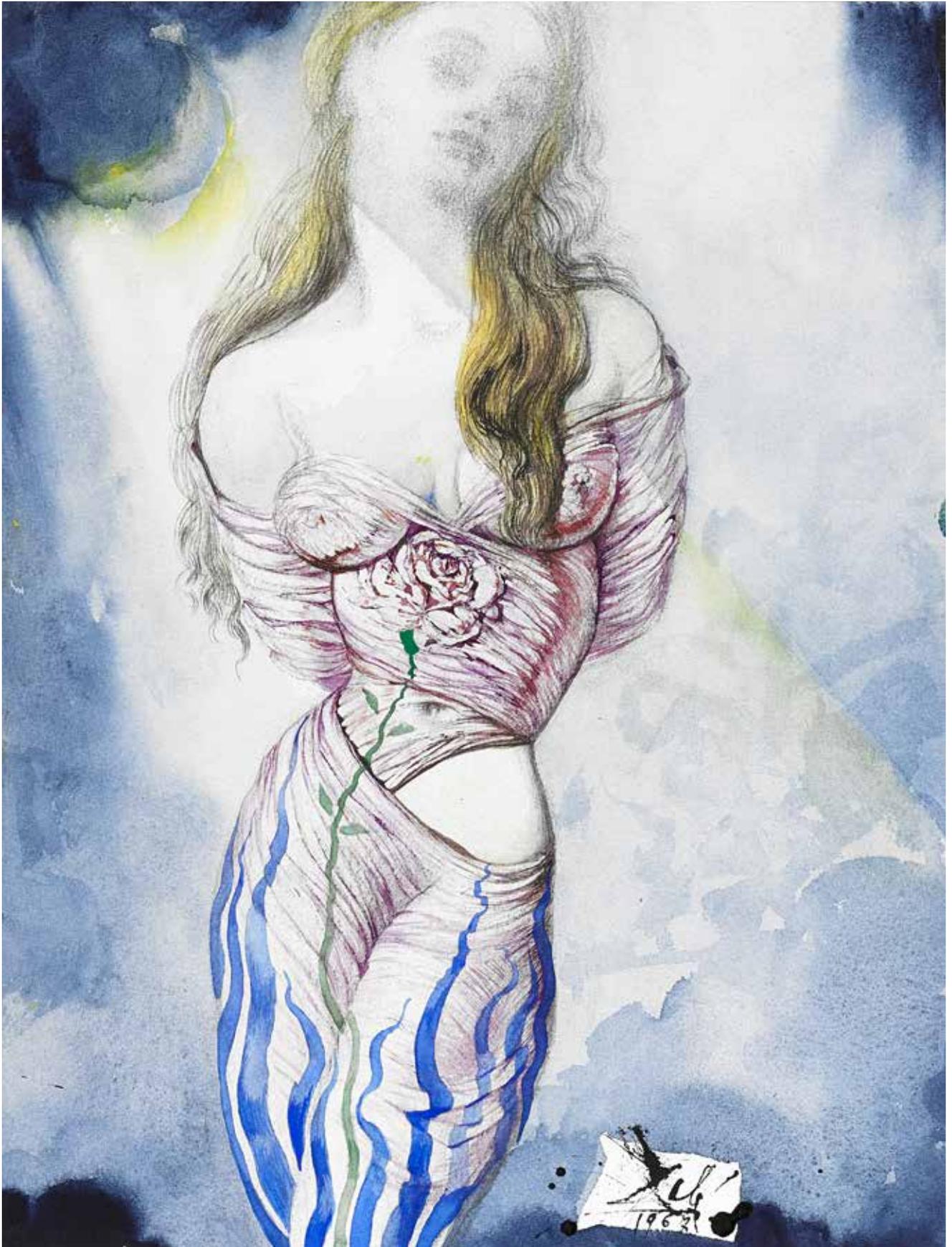
Christie's, South Kensington, 18 June 1999, lot 152.

Acquired at the above sale by the present owner.

Literature

D. Vreeland (ed.), *American Vogue*, Vol. 150, no. 10, December 1967 (illustrated).

D. Vreeland (ed.), *American Vogue*, Vol. 152, no. 5, 15 September 1968 (illustrated).



PROPERTY FROM A PRIVATE JAPANESE COLLECTION

22 *AR

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Nu aux mains croisées

signed and dated in Japanese, and further signed and dated 'Foujita 1924' (lower left); signed, inscribed and dated in Japanese and further signed, inscribed and dated 'Paris 1924 Foujita' (on the stretcher)

oil on canvas

81.2 x 65.5cm (31 15/16 x 25 13/16in).

Painted in Paris in 1924

£800,000 - 1,200,000

€880,000 - 1,300,000

US\$970,000 - 1,400,000

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

Provenance

Galerie Nichido, Paris & Tokyo.

Private collection, Japan (acquired from the above in the early 1970s).

Exhibited

Tokyo, Galerie Nichido, *Gloires de l'art français*, 10 – 23 August 1971,
no. 46.

Literature

S. Buisson, *Léonard-Tsuguharu Foujita*, Vol. II, Paris, 2001, no. 24.104
(illustrated p. 198).



Léonard Tsuguharu Foujita

Nu aux mains croisées was painted at a time of great personal change and artistic success for Foujita, who by 1924 was enjoying both a new romantic relationship and great critical acclaim. Born in Tokyo, he had studied at the National University of Fine Arts and Music where he combined the Western medium of oil paint with Japanese ink techniques, anticipating his unique style in even these earliest works. He left for Paris at the age of 27 and quickly befriended artists such as Amedeo Modigliani, Chaïm Soutine, Fernand Léger, Pablo Picasso and Henri Matisse. Foujita embraced the heady bohemian lifestyle of Montparnasse in the 1920s and by the time the present work was painted, was already a celebrated figure of the École de Paris.

One of the few artists of this school to have achieved commercial success in his lifetime, Foujita's distinctive style was met with praise

from the outset: in 1917 he exhibited 110 watercolours at the Galerie Chéron in Paris in his first solo show, all of which sold. These works on paper maintained the feel of Japanese woodcuts but depicted the Parisian café scene around him in a blending of East and West. Foujita's 1922 painting *Nu couché à la toile de Jouy* was one of his first to use a live model and was shown in the Salone D'Automne to huge success, and by 1925 he had received the French Legion of Honor.

Nu aux mains croisées stands testament to Foujita's harmony of Eastern technique and Western subject. The languorous outlines of the nude in the present work are delicate yet bold, reminiscent of the traditional Japanese *sumi-e* (ink brush painting) technique. Foujita's exemplary draughtsmanship is evident in the highly-detailed rendering of the model's wavy hair and the few economical lines with which he captures the curves of her ear and lips.



Hashiguchi Goyo (1880-1921),
Tomi, after a bath, 1920.



Jean Auguste Dominique Ingres (1780-1867), *Odalisque with a slave*, 1839-40,
Fogg Art Museum, USA.



S'ora

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

The nude's creamy luminescent skin shines out against the more muted background, formed by a technique Foujita named *nyuhakushoku* (chalk white, or literally 'whiteness of milk'). The artist would gently layer a specific white ground (the exact specification of which he never revealed) to capture his model's white skin and then contrast this with black outlines applied with *menso* - the finest brushes used by traditional Japanese painters. The radiance of the sitter's skin is only heightened by the small gap or border Foujita leaves around the edge of the whole figure, particularly evident around her hair, in an echo of a Renaissance halo.

The only colours in *Nu aux mains croisées* are the delicate shell pink of the model's lips, nails and nipples, the rich chestnut of her hair and the soft silvery shadows which look to the stump technique used in Foujita's works on paper. This almost monochrome treatment of the nude find its parallel in Foujita's Japanese contemporaries, notably the nudes of Hashiguchi Goyō. Goyō used similar delicate washes of ink to paint nudes such as his 1920 *Woman after a Bath [Portrait of Kodaira Tomi]*. The model's white skin becomes an almost negative, abstract space in both artists' compositions.

The viewpoint of the present work is somewhat ambiguous – the pose and crumpled bed sheet behind the model indicate she is lying in repose, but the portrait orientation of the canvas denoted by the placement of the signature suggest she could also be seated or standing in front of a backdrop. If the model reclines, Foujita forces the

viewer to look down upon her from an unusual perspective, effectively highlighting the flatness of the picture plane. Such an emphasis, together with the muted colour palette and calligraphic lines, remind us of Japanese woodcuts yet presents us with a very Western subject which had seldom been explored in Japanese art:

'An idea struck me one day: there are only very few nudes in Japanese paintings. Even painters like Harunobo or Utamaro let only appear a portion of the knee or the leg, and these were the restricted areas where they could represent the skin sensation. This is what encouraged me to paint nudes again after 8 years of break with the clear objective of depicting the most beautiful material that can be: human's skin' (Foujita quoted in S. & D. Buisson, *Léonard-Tsuguharu Foujita*, Vol. I, Paris, 2001, p. 96).

The artist refers here to his decision to embark on a series of odalisques in 1921, an exploration which was to form one of the key subjects of his artistic oeuvre from this moment forth. These compositions were met with immediate praise, and parallels with Western art history were swiftly drawn: 'It is the relief without shading of M. Ingres – with whom, indeed, Foujita seems to have as much in common as with his Japanese ancestors – a relief which is suggested, at least in its essentials, merely by the subtle arabesques of the lines' (*Le Temps*, 1 May 1923, reproduced in J. Selz, *Foujita*, New York, 1981, p. 61). The sweeping lines of *Nu aux mains croisées* certainly echo works such as Ingres' 1839-1840 *Odalisque with a Slave*, in



Foujita's wife, Youki, reclining on a sofa with a cat, 1926.



Detail of the present lot.



Léonard Tsuguharu Foujita (1886-1968), *Youki, Goddess of the Snow*, 1924, Petit Palais, Switzerland.

which we also see the luminous skin and subtle shading. Foujita's travels to Italy in 1921 may also be referenced in the saint-like crossed hands of the model in the present work: the artist was so taken by the Renaissance Madonnas of Michelangelo and Da Vinci on his sojourn that he later chose to be christened 'Léonard' in homage when he converted to Christianity in 1959.

The artist's decision to focus on the nude has also been attributed to his new romance at the time. Having arrived in France with his first wife Tomiko Tokita, he divorced her for Fernande Barrey in 1917 whom he married just 13 days after first meeting. Their marriage became increasingly open however, and in 1921 he started a relationship with Lucie Badoul (whom he nicknamed Youki, 'rose snow', for her pale skin). The pair married in 1924 and for the next decade or so Youki would be Foujita's preferred model. The couple hosted extravagant parties, becoming celebrities of the whirling Montparnasse social scene. In the year the present work was painted, Fernande is said to have attacked Youki at an exhibition of Foujita's work, apparently driven to jealousy on seeing the passionate renderings of his new

muse. Removed from the turbulence of Foujita's personal life however, the model in *Nu aux mains croisées* lies in serene repose, enclosed by the artist's delicate and dexterous lines. Although the sitter is unnamed, her cascade of rich auburn hair certainly finds comparison in works such as *Youki, Goddess of the Snow* of the same year.

The year of this work's execution was pinpointed by Youki herself as being one of the happiest for her and Foujita. Writing in her memoirs she comments that 'in 1924, life was easy, business flourishing and Foujita started to be known. We were in love with each other, we were good, and kind and happy of everything' (Youki quoted in *ibid.*, p. 112).

Painted at a key time in Foujita's artistic development, *Nu aux mains croisées* presents afresh the Western canon of nudes through the artist's own interpretation of Japanese calligraphic technique. This delicately coloured, iridescent canvas stands in marked contrast to the brighter, more loosely painted works of his French contemporaries and marks the moment at which his work became a leading influence in both the Eastern and Western art worlds.

PROPERTY FROM A PRIVATE COLLECTION, PARIS

23^{AR}

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Chat noir et chat tigré

signed and inscribed in Japanese and further signed 'T. Foujita'
(lower left)

gouache, watercolour and gold leaf on paper (fan)

27.6 x 51.2cm (10 7/8 x 20 3/16in).; *shaped*

Executed in 1917

£40,000 - 60,000

€44,000 - 66,000

US\$48,000 - 72,000

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

Provenance

Private collection, France.

Exhibited

Dinard, Palais des Arts et du Festival, *Foujita le maître japonais de Montparnasse*, 27 June - 25 September 2004, no. 34.

Valencia, Centre Cultural Bancaixa, *Foujita, Entre Oriente y Occidente*, 19 July - 4 August 2005, no. 18 (later travelled to Barcelona).

Paris, Musée Maillol, *Foujita, Peindre dans les années folles*, 7 March - 15 July 2018, no. 106.

Literature

S. Buisson, *T. L. Foujita, Inédits*, Paris, 2007, no. C17.159.A (illustrated p. 75).



**PROPERTY FROM A PRIVATE DUTCH COLLECTION;
THE SELECTED CONTENTS OF AN AMSTERDAM CANAL HOUSE**

24 AR W TP

BOLESŁAW BIEGAS (1877-1954)

Dans l'arc en ciel

signed 'B. Biegas.' (lower right)

oil on burlap

215.8 x 185.2cm (84 15/16 x 72 15/16in).

Painted *circa* 1920 – 1922

£50,000 - 70,000

€55,000 - 77,000

US\$60,000 - 85,000

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

Provenance

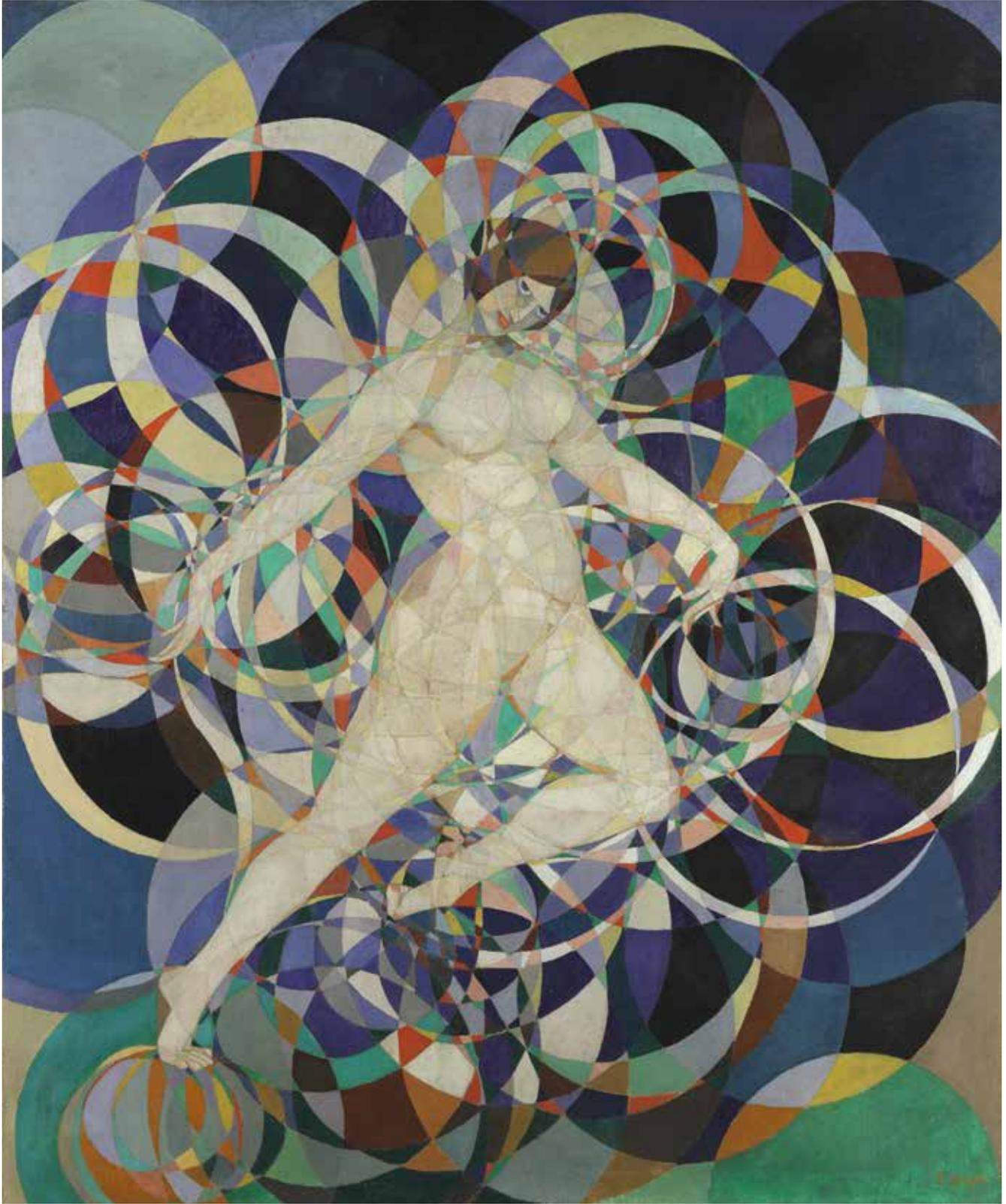
The artist's estate, Paris.

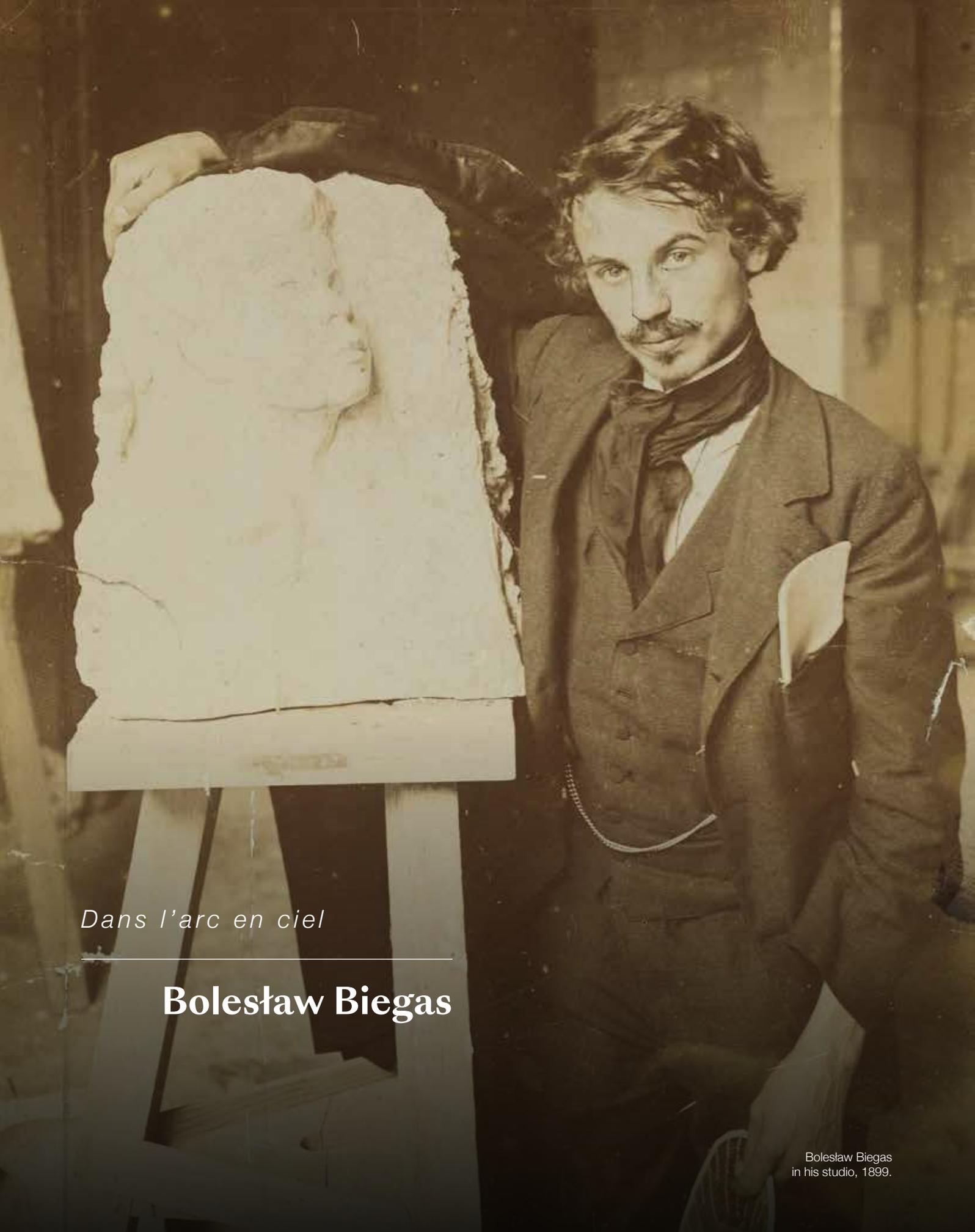
Galerie Jan Krugier, Geneva.

Galerie Robert Vallois, Paris.

Anon. sale, Cornette de Saint Cyr, Paris, June 1986.

Private collection, The Netherlands (acquired *circa* 1999).





Dans l'arc en ciel

Bolesław Biegas

Bolesław Biegas
in his studio, 1899.

Bolesław Biegas was a Polish sculptor, painter and writer who was affiliated with the Symbolist movement and a member of the École de Paris. During his education at the School of Fine Arts in Krakow between 1887 and 1901, Biegas gradually abandoned the traditional academic aesthetics and began creating modern geometrical sculptures with simple forms. He was influenced by the symbolist aesthetic that was popularised in Krakow by the writer Stanislaw Przybyszewski. In 1901 Biegas was expelled from university and moved to Paris where his works received critical acclaim. From that year onwards, he exhibited at the Société Nationale des Beaux-Arts, Salon d'Automne and Salon des Indépendants. Several galleries in Paris devoted solo exhibitions to Biegas' work, most notably Galerie Bernheim-Jeune and Galerie André Seligmann, and his works were widely discussed by eminent critics such as Guillaume Apollinaire and André Fontaines.

During the First World War, Biegas returned to the use of geometric forms in his painterly oeuvre. Being part of the artistic community in Paris, he drew inspiration from the avant-garde and adopted the concepts of the Cubists and Futurists into his own creative process. The impact of the Salon de la Section d'Or, held in October 1912, can clearly be seen in Biegas' work of this time. This exhibition, held at Galerie la Boétie in Paris, brought together a wider group of artists taking inspiration from the roots of Cubism, such as the Delaunays, Albert Gleizes, Jean Metzinger and František Kupka. From 1912 onwards, circular forms and dynamic gestures appeared in the works

of these prominent avant-garde artists, where they combined the influence of Picasso and Braque's spatial experiments with the theories of artists and thinkers such as Paul Signac and Apollinaire. From this nucleus, a number of new artistic movements would originate that would have a noticeable impact on Biegas, such as Orphism and Spherism.

Spherism was to become the conceptual development borne of Cubism and was built on the recent understanding of particle physics, namely that the fundamental root of all physical matter is not a square but a circle. For Biegas, the use of geometric, and particularly circular forms led to a series of spherical pictures with dream-like and symbolic imagery of which *Femme sphérique* is a monumental example. In 1919, Biegas exhibited 40 of these spherical works at the Société d'Art Tanit, based in the Pavillon de Magny on Avenue Victor Hugo. While Biegas' sculpture of this period was increasingly nostalgic in its outlook (the Polish artist was captivated by the late works of Auguste Rodin, especially *Le penseur*, and his work in marble was seen as part as of the *Retour à l'ordre*), his paintings became ever-more avant-garde in their scope. *Femme sphérique* is an ambitious composition, which sits within his aforementioned series of spherical paintings, but additionally relates very clearly to the contemporary experiments of Kupka, Gleizes and the Delaunays. While Biegas remains a unique figure amongst the émigré artists working in Paris in the years surrounding the First World War, he is in many ways a personification of the multifaceted, unbridled and borderless creativity of the time.



František Kupka (1871-1957), *Disques de Newton*, 1912, Collection of the Philadelphia Museum of Art, USA.



Robert Delaunay (1885-1941), *Hommage à Blériot*, 1913-14, Collection of the Musée d'Art Moderne de la Ville, Paris.





Sir Warwick & Lady Fairfax

The collection of Sir Warwick and Lady Fairfax represents a significant chapter in Australian twentieth century history, the Fairfaxes being as they were one of the country's most prominent families. Fairwater, their nineteenth century harbour-side home that housed their vast art collection, became the most valuable property ever sold in Australia when it came to the market following Lady Fairfax's death in 2017.

Until that time Fairwater had become a symbol of Sydney's social scene, a society destination where parties were held amongst artworks by Rodin, Chagall, Degas and Epstein. One party, for instance, was held to celebrate the opening of the Sydney Opera House in 1973 where the 800-strong guest list included names like Liberace, Rudolf Nureyev and Rex Harrison. With Sir Warwick Fairfax at the centre of the dynasty's seat, Fairwater truly became the focal point of the family's story.

The young Warwick took over the family publishing business following the death of his father Sir James in 1930, who had become one of Australia's most prominent figures after leading and growing a business that encompassed *The Sydney Morning Herald*, *The Sun Herald*, *The Age* and *The Australian Financial Review* – many of the country's top news publications. The family's influence was inestimable.

During Warwick's tenure as head of the family business he took over the influential architecture, design and interiors review *The Home*. It was at this time that he really started to engage with collecting and decorating the family home at Fairwater. The founder of *The Home*,

Ure Smith, became a close advisor and he introduced Warwick to a number of important figures in the art world who would go on to shape Warwick's collection. The combination of this new milieu and Warwick's marriage to his second wife Hanne, a Danish ballerina who loved the arts, galvanised the businessman's interest in collecting.

Regular trips to Europe during the 1940s resulted in acquisitions from renowned galleries such as The Leicester Galleries, London, where Warwick purchased works by Marie Laurencin, Edgar Degas and Maurice Utrillo. It was back in Sydney, however, and during his third and final marriage to Mary that the collection came to encompass a group of exceptional bronzes by Rodin, an artist beloved of both Warwick and Mary. Robert Haines, the Director of the David Jones' Gallery in Sydney, introduced the Fairfaxes to Rodin in a number of ground-breaking exhibitions during the 1960s, and they went on to amass a collection of five pieces all relating to one of Rodin's defining subjects: the Burghers of Calais.

The most prominent work amongst this group was the monumental figure of Pierre de Wissant, an unforgettable presence in the entrance hall of Fairwater (and, for a time, in the entrance hall of the triplex owned by Mary after Warwick's death at the Pierre Hotel in New York). The Rodin became in turn a symbol of the parties that Sir Warwick and Lady Fairfax would throw, entertaining the great and the good of Sydney and beyond, and their unshaken passion for collecting and decorating was embodied in the magnificent waterside property, Fairwater.



THE COLLECTION OF SIR WARWICK & LADY FAIRFAX

25 *

EDGAR DEGAS (1834-1917)

Cheval au bord de la mare

signed 'Degas' (lower left)

pastel on paper laid on board

27.1 x 36.1cm (10 11/16 x 14 3/16in).

Executed circa 1892

£100,000 - 150,000

€110,000 - 170,000

US\$120,000 - 180,000

The authenticity of this work has kindly been confirmed
by Galerie Brame & Lorenceau.

Provenance

Julius Stern Collection.

Galerie Durand-Ruel, Paris, no. 8376 (acquired from the above
on 19 December 1906).

Sir Louis Fergusson Collection, UK (acquired from the above
on 10 June 1912).

The Leicester Galleries, London (possibly acquired from the above).

Sir Warwick & Lady Fairfax Collection, Sydney (acquired from the
above by December 1948).

Thence by descent to the present owners.

Exhibited

(Possibly) Paris, Galerie Durand-Ruel, 1893.

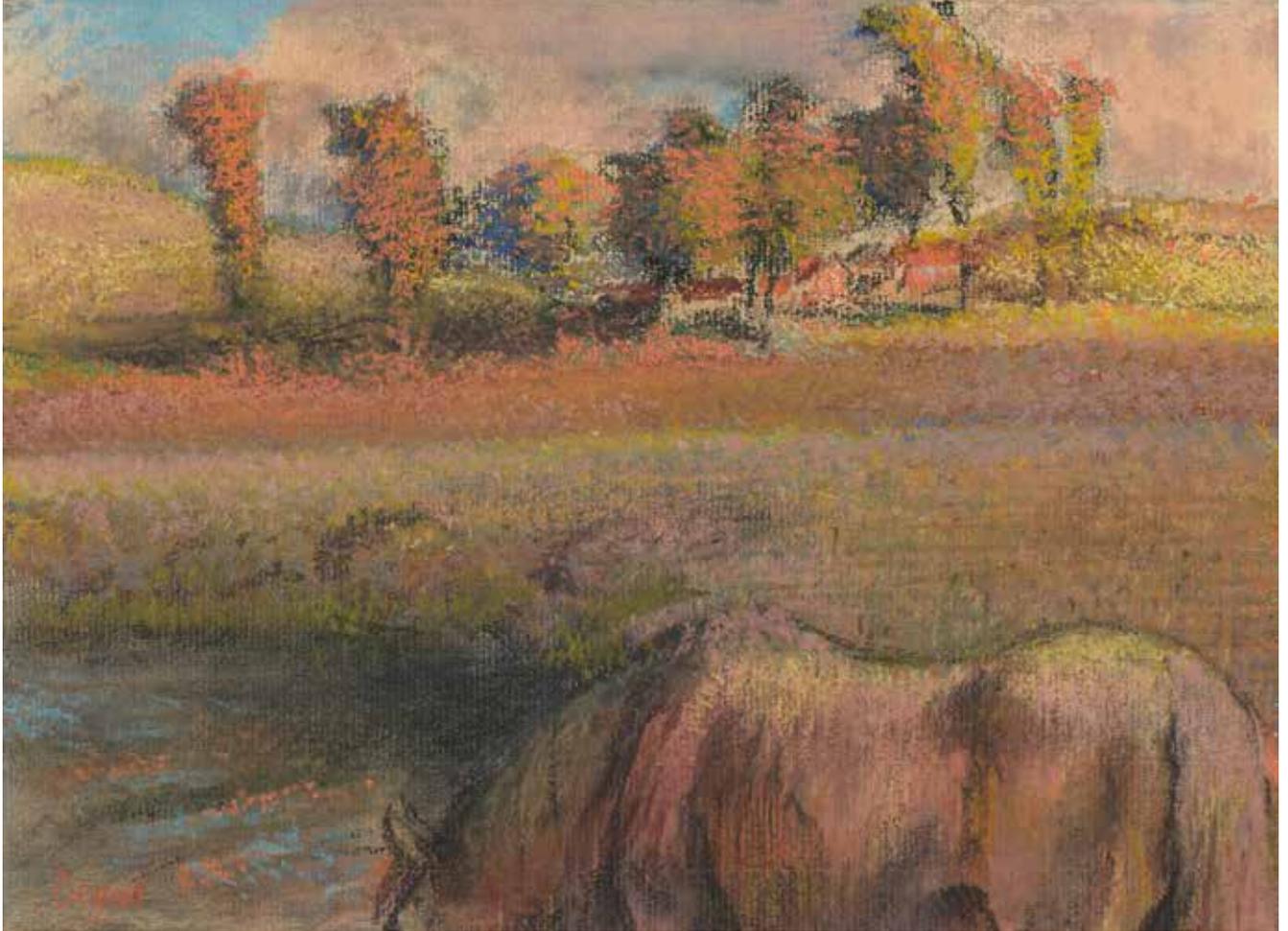
London, The Leicester Galleries, *Exhibition of Paintings, Pastels and
Etchings by Edgar Degas*, January 1922.

London, The Leicester Galleries, *Exhibition of Paintings, Drawings and
Prints, The Collection of Sir Louis Fergusson, K.C.V.O.*, September
1948, no. 48.

Literature

M. Rebatet, *Degas*, Paris, 1944 (illustrated p. 106; titled 'Paysage').

P. A. Lesmoisne, *Degas et son oeuvre*, Vol. II, Paris, 1946, no. 631
(illustrated p. 357).



Auguste Rodin

With nooses slung around their necks and draped in coarse sackcloth tunics, six men hesitantly step outside the city gates. The first man to step forward towards the enemy encampment is also the oldest, his doleful eyes and thick beard interrupted by jutting cheekbones which betray the eleven months of starvation endured by him and every other citizen of this besieged, desperate city. Just behind him, his face set with grim resolve, a second man embarks upon the agonising march. His trudge is laboured, slowed by privation and the enormous key of the castle and city gates which visibly strains his sinuous forearms. Two brothers follow in this man's wake, one physically recoiling from the enormity of the task – head turned from the direction of his fate, his hand shielding the anguished expression. He appears to be at the

point of retreat. Immense sorrow and inner conflict contort his very being. The final figure to join this sombre grouping is a young man. At the point of departure, he looks back, but his expression is one of bewilderment, perhaps even acceptance, and with arms outstretched, palms opened heavenward, he adopts a Christ-like persona.

Despite the lowly bearing of these men, presented as convicts being led to execution, they are in fact noblemen and leaders of this city. The scene represents the moment at which they prepare to sacrifice themselves to the English to secure the liberation of Calais in 1347, and was later immortalised by Auguste Rodin in 1895, becoming one of the greatest and most enduring public monuments ever realised.



Auguste Rodin (1840-1917), *The Burgheers of Calais*, 1889, Musée Rodin, Paris.



Karl Bodmer (1809-1893), *Pierre de Wissant nu en terre dans l'atelier*, c. 1886.



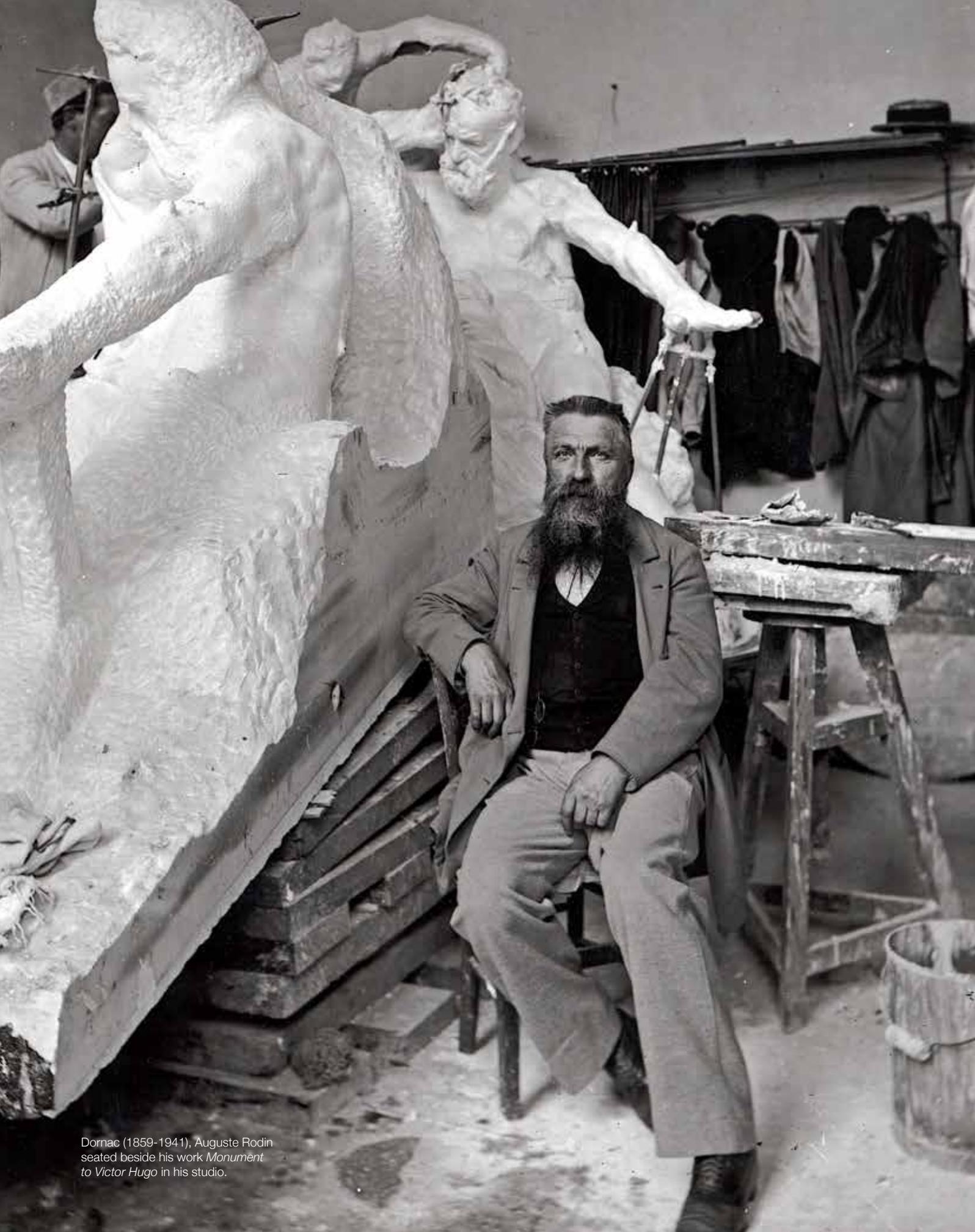
Jean d'Aire, Jean de Fiennes & Pierre de Wissant, 1903-04.

Bringing together a variety of states from three of the six martyrs - Pierre de Wissant, Jean d'Aire and Jean de Fiennes - Sir Warwick and Lady Fairfax's group of bronzes associated with the *Bourgeois de Calais* monument constitutes a major collection from one of Rodin's most important and celebrated commissions.

Auguste Rodin was first approached by the Mayor of Calais to make a commemorative monument to this historical event in 1884. He was immediately fired by enthusiasm for the project and set about immersing himself in the *Fourteenth Century Chronicles of Jean Froissart*, a history book well-known in France and England which outlined the event in detail. The original commission was conceived by the city to be a single dedication to the leader of the Burghers, Eustache de Saint Pierre, however, following his research, Rodin became convinced that the monument should memorialize all six citizens and that their individual heroism would emphasise the expressive and empathetic power of the monument as a whole.

Writing to the Mayor, Omer Dewavrin, after producing the first clay maquette of grouping, Rodin enthused that 'The idea seems to me completely original from the point of view of architecture and sculpture. Nevertheless, it is the subject itself that is important and that imposes a heroic conception. The general effect of six figures sacrificing themselves is expressive and moving...Rarely I have succeeded in doing a sketch with so much élan and sobriety' (Rodin quoted in A. E. Elsen, *Rodin's Art, The Rodin Collection of the Iris & B. Gerald Cantor Center for Visual Arts at Stanford University*, New York, 2003, p. 69).

Once Rodin had been granted the commission he set about developing the particularities of each figure and, most importantly, their personal and psychological reactions to their impending death. It was crucial to Rodin that his protagonists should not conform to stock imagery or allegory, but rather that they should achieve an individuality and a raw humanity which would chime with each spectator's lived experience.



Dornac (1859-1941), Auguste Rodin seated beside his work *Monument to Victor Hugo* in his studio.



Detail of lot 26.

In accordance with Jacques-Louis David and the nineteenth century academic tradition, Rodin insisted on completing his figures in the nude before draping them. As was his custom, he allowed the models to roam the studio so that he could be inspired by natural and involuntary gestures, however for this commission, he decided not to work with dancers or gymnasts, but to turn to ordinary civilians renowned for their strength of character, and with bodies hardened by physical labour or combat. In a letter to Dewavrin in 1885 Rodin outlined the importance that he attached to the fabrication of the nudes:

'It [the maquette] is made to be executed on a large scale, so there are negligences of details that should not be the cause of astonishment, since in general all the draperies will be reworked on a large scale; the modelling of the folds varies, as the mannequin on which one experiments with the drapery does not give the same result twice running. The nudes, that is to say the part underneath, are complete, and I am going to have them executed definitively so as not to waste any time. You see it is the part one does not see, which is nonetheless the most important, that is finished' (J. L. Tancock, *The Sculpture of Auguste Rodin*, Philadelphia, 1976, p. 383).

Pierre de Wissant, nu monumentale is the most expressive and arguably the most successful of all the nude subjects. Rodin understood that by perfecting the frame underneath drapery, he could more effectively convey the psychological state of his character. Cleverly employing the *contrapposto* technique developed by Greek antiquity, in which the weight of the figure is carried on one foot, Rodin imbues the figure with a sense of dynamism. And, by shifting the skeletal plane so that the shoulders twist off-axis with the hips – describing the body at the point of turning back - he conveys the mental vacillations of Pierre de Wissant himself, as he battles to honour his task and to overcome his fear of death. As Rodin explained, 'they are still wondering if they will have the strength to make the supreme sacrifice...Their hearts urge them forward and their feet refuse to walk. They drag themselves along with difficulty, due as much to the weakness to which famine has reduced them as to their dread of their execution' (Rodin quoted in A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. I, Paris, 2007, p. 213).



Carlo Dolci (1616-1686), *Christ as the Man of Sorrows*, Private Collection.

In the process of constructing the nudes Rodin would often draw physical elements from differing models and synthesise them into one coherent figure. This technique enabled the artist to exaggerate, even enlarge, certain expressions or proportions so that they would draw the eye of the spectator and be visible from greater distances. Defending the artist's right to present his work according to his own vision, Rodin expanded that 'The artist...must choose and must proportion his detail to the distance at which his work ought to be regarded, and he is entitled to ask that his work shall be regarded with the perspective that he himself has chosen' (Rodin quoted in A. E. Elsen, *op. cit.*, p. 110). In the case of *Pierre de Wissant*, attention is focused on the dramatic gesture of the right arm raised to shield the grief-stricken face. The arm and hand appear oversized in relation to rest of the figure, but it is through this subtle distortion that Rodin brings emphasis to the gesture and heightens its emotional impact.

Rodin enlarged the nude figures to monumental size soon after conception. In contrast to the aggrandizement of certain gestures, this overall enlargement enabled Rodin to amplify the emotive possibilities

of human flesh by bringing into sharper focus smaller details, such as the strained tendons of the neck and swollen veins of the rigid hands, which further reveal the inner anguish of the protagonist. In a photograph by Karl Bodmer from 1886, which shows the clay version of *Pierre de Wissant, nu monumentale* in Rodin's studio on boulevard de Vaugiraud, we can appreciate the extent of the detail applied to the figure and its uncanny resemblance to a living man. On seeing the life-size clay forms of the hostages of Calais, the French writer, Edmond de Goncourt, recalled that they were 'modelled with a powerfully charged realism' and that they possessed 'the beautiful holes in the human flesh that [Antoine-Louis] Barye put in the flanks of animals' (A. E. Elsen, *Rodin*, New York, 1963, p. 81).

As Roger Fry observed with regards to the *Bourgeois de Calais*, it was the myriad of manipulations instinctively wrought in the clay which gave 'the vibration of life to a surface [and] transmuted dead matter into the medium of spirit' (A. E. Elsen, *Rodin's Art, The Rodin Collection of the Iris & B. Gerald Cantor Center for Visual Arts at Stanford University*, New York, 2003, p. 109). Indeed, it is testament to Rodin's virtuosity

that even during the fabrication of the clay and plaster versions, he already anticipated the translation of his work into bronze and the significance that these 'holes' would have in animating his figures. Rodin had a keen sensibility for the interplay of light and shadow and understood it to be the life force of his sculptures: 'To model shadows is to create thoughts' (Rodin quoted in A. E. Elsen, *Rodin*, New York, 1963, p. 83). This vitalising effect is supremely realised in the *Tête colossale de Pierre de Wissant* which was first cast in bronze during the artist's life time.

Rodin had a profound interest in the head of Pierre de Wissant and completed a number of studies of varying size. Incongruously, the model for the tragic head is likely to have been a comedian from the Comédie-Française, Coquelin Cadet, and it is of no surprise that a professional performer was used to hold the expression for the hours of modelling required. The colossal head, nearly a metre in height, allowed Rodin to fully experiment with the expressive potential of the entire face and to imbue areas, normally considered to be emotionally neutral, with feeling. The forehead for example is rippled with depressions and ridges and is most successfully realised in the reflective bronze medium to describe the furrowed brow of the subject, knitted with anxiety and pain. In the same way, the cavity of the mouth is augmented by the sharp contour of the concave upper lip – a non-naturalistic device which only comes to life through the casting of shadow.

The only other face to benefit from a limited edition during the Rodin's lifetime was that of Jean d'Aire. Eyes cast downward, chin jutting forwards, mouth clenched – this visage is etched with defiance and resolution, presenting an altogether opposing impression to that of the desperate Pierre de Wissant. In keeping with his practice of repeating figurative parts such as heads and hands within the composition, Rodin used the same face for two of the other martyrs, Jacques de Wissant and Andrieu d'Andres. The head of Jean d'Aire however is the only one to remain completely unobscured within the composition, and so remains one of the most iconic profiles of the Burghers.

By eschewing the traditional bust format and presenting the head as fragment for both *Tête colossale de Pierre de Wissant* and *Tête de Jean d'Aire, moyen modèle*, Rodin intended to show the part as expressive of the whole. This belief was possibly inspired by fragments of late medieval sculpture in the Louvre depicting Christ as the Man of Sorrows, an association which is further emphasised by the placing of *Tête colossale de Pierre de Wissant* on a column-like base to impose a tragic tilt of the head and an undeniable sense of pathos. Here, Rodin needs no halo or crown of thorns to express the connection between the self-sacrifice of Christ and that made by the Burghers of Calais.

In the *Bourgeois de Calais* Rodin succeeds in enacting a radical subversion of the traditional heroic monument. Rather than presenting a triumphal and victorious scene, it is through the human frailty of the Burghers that Rodin inspires empathy and virtuous imitation within his spectators. Despite the initial objections of the commissioning committee - 'this is not the way we envisaged our glorious citizens going to the camp of the King of England. Their defeated postures offend our religion' (J. L. Tancock, *op. cit.*, p. 383) - Rodin relentlessly followed his vision and, by underscoring the individuality of the figures, he touched the very essence of humanity to ensure the monument's universal and timeless appeal:

'I have not shown them grouped in a triumphant apotheosis; such a glorification of their heroism would not have corresponded to reality. On the contrary, I have, as it were, threaded them one behind the other, because in the indecision of the last inner combat which ensues, between their devotion to their cause and their fear of dying, it is as if each of them has to face their conscience alone' (Rodin quoted in A. Le Normand-Romain, *op. cit.*, p. 213).



Lot 27.



Lot 30.



THE COLLECTION OF SIR WARWICK & LADY FAIRFAX

26 * W TP

AUGUSTE RODIN (1840-1917)

L'un des Bourgeois de Calais: Étude de nu monumentale pour Pierre de Wissant

signed 'A. Rodin' (on the base), inscribed and dated '© by musée Rodin 1972' (to the right of the base), inscribed with the foundry mark 'Georges Rudier Fondateur Paris' (to the verso) and stamped with the raised signature 'A. Rodin' (on the inside of the base)

bronze with grey-black patina with green accents

196.5cm (77 3/8in). high

Conceived in 1886, this bronze version cast in April 1972 by the Georges Rudier Foundry in an edition of 11.

£400,000 - 600,000

€440,000 - 660,000

US\$480,000 - 720,000

This work will be included in the forthcoming Auguste Rodin *catalogue critique de l'oeuvre sculpté* currently being prepared by the Comité Auguste Rodin at Galerie Brame & Lorenceau under the direction of Jérôme Le Blay.

Provenance

Musée Rodin, Paris.

David Jones' Art Gallery, Sydney (acquired from the above in May - July 1974).

Sir Warwick & Lady Fairfax Collection, Sydney (acquired from the above in July 1974).

Thence by descent to the present owners.

Exhibited

Sydney, David Jones' Art Gallery, *Auguste Rodin 1840 - 1917, The Burgers of Calais*, 5 - 30 March 1974, no. 11.

Literature

B. Champigneulle, *Rodin*, London, 1967 (smaller version illustrated pl. 28).

A. Bowness, *Rodin: Sculpture and Drawings*, exh. cat., London, 1970 (another cast illustrated p. 54).

M. J. McNamara & A. E. Elsen, *Rodin's Burgers of Calais, Rodin's Sculptural Studies for the Monument to the Burgers of Calais from the Collection of the Cantor, Fitzgerald Group*, 1977 (plaster version illustrated p. 37 and a detail of another cast illustrated p. 38).

C. Judrin, M. Laurent & D. Viéville, *Auguste Rodin, Le monument des Bourgeois de Calais (1884 - 1895) dans les collections du musée Rodin et du musée des Beaux-Arts de Calais*, exh. cat., Paris, 1977 (another cast illustrated p. 191 & clay version illustrated p. 249).

A. E. Elsen, *In Rodin's Studio, A Photographic Record of Sculpture in the Making*, Oxford, 1980 (clay version illustrated pls. 55 - 56).

G. Bresc-Bautier & A. Pingeot, *Sculptures des jardins du Louvre, du Carrousel et des Tuileries (II)*, Paris, 1986 (another cast illustrated p. 397).

L. Ambrosini & M. Facos, *Rodin, The Cantor Gift to The Brooklyn Museum*, New York, 1987 (another cast illustrated p. 113).

I. Ross & A. Snow in association with the Iris & B. Gerald Cantor Foundation, *Rodin, A Magnificent Obsession*, London & New York, 2001 (clay version illustrated p. 56).

A. Le Normand-Romain, *Rodin e l'Italia*, exh. cat., Rome, 2001 (clay version illustrated p. 73).

A. E. Elsen, *Rodin's Art, The Rodin Collection of the Iris & B. Gerald Cantor Center for Visual Arts at Stanford University*, New York, 2003 (clay version illustrated p. 75 and another cast illustrated p. 66).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. I, Paris, 2007, no. S. 626 (plaster version illustrated p. 50, clay version illustrated p. 210 & another cast illustrated p. 235).





THE COLLECTION OF SIR WARWICK & LADY FAIRFAX

27 * W

AUGUSTE RODIN (1840-1917)

L'un des Bourgeois de Calais: Tête colossale de Pierre de Wissant signed and numbered 'A. Rodin n° 6' (on the left side of the base), inscribed and dated '© by musée Rodin 1973' (on the right side of the base) and further inscribed with the foundry mark 'Susse fondeur Paris' (to the verso)

bronze with brown-black patina

81.8cm (32 3/16in). high

Conceived between 1885 - 1886, this enlargement circa 1908. This bronze version cast in October 1973 by the Susse Foundry in an edition of 5, numbered 3 to 7.

£40,000 - 60,000

€44,000 - 66,000

US\$48,000 - 72,000

This work will be included in the forthcoming Auguste Rodin *catalogue critique de l'oeuvre sculpté* currently being prepared by the Comité Auguste Rodin at Galerie Brame & Lorenceau under the direction of Jérôme Le Blay.

Provenance

Musée Rodin, Paris.

David Jones' Art Gallery, Sydney (acquired from the above in May - July 1974).

Sir Warwick & Lady Fairfax Collection, Sydney (acquired from the above in July 1974).

Thence by descent to the present owners.

Literature

A. E. Elsen, *Rodin*, New York, 1963 (another cast illustrated p. 75).

B. Champigneulle, *Rodin*, London, 1967 (smaller version illustrated p. 80).

I. Jianou & C. Goldscheider, *Rodin*, Paris, 1967 (another cast illustrated pl. 47).

L. Goldscheider, *Rodin Sculptures*, London, 1970 (another version illustrated pl. 45).

A. Bowness, *Rodin: Sculpture and Drawings*, exh. cat., London, 1970 (another cast illustrated p. 55).

J. L. Tancock, *The Sculpture of Auguste Rodin, The Collection of the Rodin Museum Philadelphia*, Philadelphia, 1976 (another version illustrated p. 381).

J. de Caso & P. B. Sanders, *Rodin's Sculpture, A Critical Study of the Spreckels Collection*, San Francisco, 1977 (plaster version illustrated p. 212).

M. J. McNamara & A. E. Elsen, *Rodin's Burgheers of Calais, Rodin's Sculptural Studies for the Monument to the Burgheers of Calais from the Collection of the Cantor, Fitzgerald Group*, 1977 (another cast illustrated p. 39 and other versions illustrated p. 38).

C. Judrin, M. Laurent & D. Viéville, *Auguste Rodin, Le monument des Bourgeois de Calais (1884 - 1895) dans les collections du musée Rodin et du musée des Beaux-Arts de Calais*, exh. cat., Paris, 1977 (plaster version & another cast illustrated p. 235 and other versions illustrated pp. 175 - 178 & 229).

C. Keisch (ed.), *Rodin, Plastik, Zeichnungen, Graphik*, exh. cat., Berlin, 1979 (plaster version illustrated p. 139).

G. Marotta (ed.), *Auguste Rodin 1840 - 1917*, New York, 1981 (another cast illustrated on the front cover & p. 26).

L. Ambrosini & M. Facos, *The Cantor Gift to The Brooklyn Museum*, New York, 1987 (another cast illustrated p. 110).

M. L. Levkoff, *Rodin in his Time, The Cantor Gifts to the Los Angeles County Museum of Art*, Los Angeles, 1994 (another cast illustrated p. 100).

A. Balis & R. Hoozee *et al.* (eds.), *200 Jaar Verzamelen, Collectieboek Museum voor Schone Kunsten*, Gent & Amsterdam, 2000 (plaster version & another cast illustrated pp. 144 - 145).

A. Le Normand-Romain & A. Haudiquet, *Rodin, Les Bourgeois de Calais*, Paris, 2001 (another cast illustrated pp. 52 - 53).

A. Le Normand-Romain, *Rodin e l'Italia*, exh. cat., Rome, 2001 (another cast illustrated p. 76).

I. Ross & A. Snow (eds.) in association with The Iris & B. Gerald Cantor Foundation, *Rodin, A Magnificent Obsession*, London, 2001 (another cast illustrated p. 61).

A. E. Elsen, *Rodin's Art, The Rodin Collection of the Iris & B. Gerald Cantor Center for Visual Arts at Stanford University*, New York, 2003 (another cast illustrated pp. 141 - 142).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. I, Paris, 2007, S. 393 (another cast illustrated p. 240 and other versions illustrated pp. 98 & 237 - 239).





THE COLLECTION OF SIR WARWICK & LADY FAIRFAX

28 *

AUGUSTE RODIN (1840-1917)

L'un des Bourgeois de Calais: Jean de Fiennes, vêtu, réduction signed 'A. Rodin' (on the base), inscribed and dated '© by musée Rodin 1962' (on the right side of the base), inscribed with the foundry mark 'Georges. Rudier. Fondateur. Paris.' (to the verso) and stamped with the signature 'A. Rodin' (on the inside of the base)

bronze with brown-green patina

46cm (18 1/8in). high

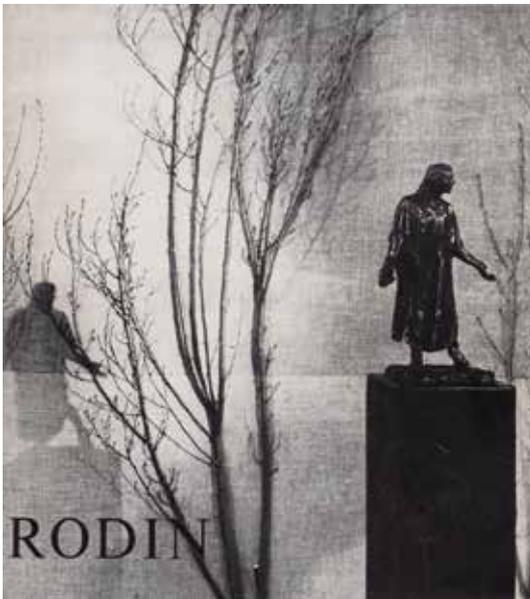
Conceived between 1887 and 1895, this reduction in 1889. This bronze version cast in August 1962 by the Georges Rudier Foundry in an edition of possibly 50.

£30,000 - 50,000

€33,000 - 55,000

US\$36,000 - 60,000

This work will be included in the forthcoming *Auguste Rodin catalogue critique de l'oeuvre sculpté* currently being prepared by the Comité Auguste Rodin at Galerie Brame & Lorenceau under the direction of Jérôme Le Blay.



Catalogue to David Jones' Art Gallery's 1969 Sydney exhibition, *An Exhibition of Fifty Bronzes by Auguste Rodin 1840-1917*.

Provenance

Musée Rodin, Paris.

Roland, Browse & Delbanco, London (acquired from the above in November 1963).

David Jones' Art Gallery, Sydney (acquired from the above in November 1963).

Sir Warwick & Lady Fairfax Collection, Sydney (acquired from the above by 1969).

Thence by descent to the present owners.

Exhibited

Sydney, David Jones' Art Gallery, *An Exhibition of Fifty Bronzes by Auguste Rodin 1840 - 1917*, 12 September - 25 October 1969, no. 18.

Sydney, David Jones' Art Gallery, *Auguste Rodin 1840 - 1917, The Burghers of Calais*, 5 - 30 March 1974, no. 16.

Literature

J. L. Tancock, *The Sculpture of Auguste Rodin, The Collection of the Rodin Museum Philadelphia*, Philadelphia, 1976, p. 397 (another cast illustrated p. 390).

C. Judrin, M. Laurent & D. Viéville, *Auguste Rodin, Le monument des Bourgeois de Calais (1884 - 1895) dans les collections du musée Rodin et du musée des Beaux-Arts de Calais*, exh. cat., Paris, 1977 (another cast illustrated p. 224).

J. de Caso & P. B. Sanders, *Rodin's Sculpture, A Critical Study of the Spreckels Collection*, San Francisco, 1977 (another cast illustrated p. 221).

M. J. McNamara & A. E. Elsen, *Rodin's Burghers of Calais, Rodin's Sculptural Studies for the Monument to the Burghers of Calais from the Collection of the Cantor, Fitzgerald Group*, 1977 (another cast illustrated p. 40).

M. L. Levkoff, *Rodin in his Time, The Cantor Gifts to the Los Angeles County Museum of Art*, Los Angeles, 1994 (monumental version illustrated p. 101).

I. Ross & A. Snow (eds.) in association with The Iris & B. Gerald Cantor Foundation, *Rodin, A Magnificent Obsession*, London, 2001 (monumental version illustrated p. 57).

A. E. Elsen, *Rodin's Art, The Rodin Collection of the Iris & B. Gerald Cantor Center for Visual Arts at Stanford University*, New York, 2003 (monumental version illustrated pp. 66, 132 - 133).

S. Wolohojian, *A Private Passion, 19th-Century Paintings and Drawings from the Grenville L. Winthrop Collection, Harvard University*, exh. cat., New York, 2003 (another cast illustrated p. 297).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. I, Paris, 2007, no. S. 419 (another cast illustrated p. 216 & 227).





THE COLLECTION OF SIR WARWICK & LADY FAIRFAX

29 *

AUGUSTE RODIN (1840-1917)

Main no. 03, petit modèle

signed 'A. Rodin' (on the inside of the wrist) and inscribed with the foundry mark 'G. Rudier. fond. Paris.' (to the underside of the wrist)
bronze with brown patina

11.2cm (4 7/16in). high

Conceived *circa* 1880 - 1885, this bronze version cast in August 1962 by the Georges Rudier Foundry in an edition of 9.

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

This work will be included in the forthcoming Auguste Rodin *catalogue critique de l'oeuvre sculpté* currently being prepared by the Comité Auguste Rodin at Galerie Brame & Lorenceau under the direction of Jérôme Le Blay.

Provenance

Musée Rodin, Paris.

David Jones' Art Gallery, Sydney (acquired from the above in October 1963).

Sir Warwick & Lady Fairfax Collection, Sydney (acquired from the above by 1969).

Thence by descent to the present owners.

Exhibited

Sydney, David Jones' Art Gallery, *An Exhibition of Fifty Bronzes by Auguste Rodin 1840 - 1917*, 12 September - 25 October 1969, no. 30.





THE COLLECTION OF SIR WARWICK & LADY FAIRFAX

30 *

AUGUSTE RODIN (1840-1917)

L'un des Bourgeois de Calais: Tête de Jean d'Aire, moyen modèle signed 'A. Rodin', inscribed and dated '© by musée Rodin 1966.' (on the right side of the neck), inscribed with the foundry mark 'Georges. Rudier. Fondateur. Paris.' (to the left side of the neck) and stamped with the raised signature 'A. Rodin' (on the inside) bronze with brown patina with green accents
14.4cm (5 11/16in). high
Conceived between 1886 - 1887, this bronze version cast in February 1966 by the Georges Rudier Foundry.

£8,000 - 12,000

€8,800 - 13,000

US\$9,700 - 14,000

This work will be included in the forthcoming Auguste Rodin *catalogue critique de l'oeuvre sculpté* currently being prepared by the Comité Auguste Rodin at Galerie Brame & Lorenceau under the direction of Jérôme Le Blay.

Provenance

Musée Rodin, Paris.
Dominion Gallery, Montreal (acquired from the above in May 1966).
David Jones' Art Gallery, Sydney (acquired from the above).
Sir Warwick & Lady Fairfax Collection, Sydney (acquired from the above by 1969).
Thence by descent to the present owners.

Exhibited

Montreal, Dominion Gallery, *Cinquantenaire de la mort de Rodin*, May - June 1967, no. 8.

Literature

C. Judrin, M. Laurent & D. Viéville, *Auguste Rodin, Le monument des Bourgeois de Calais (1884 - 1895) dans les collections du musée Rodin et du musée des Beaux-Arts de Calais*, exh. cat., Paris, 1977 (monumental version illustrated pp. 236 - 237).
M. J. McNamara & A. E. Elsen, *Rodin's Burghers of Calais, Rodin's Sculptural Studies for the Monument to the Burghers of Calais from the Collection of the Cantor, Fitzgerald Group*, 1977 (monumental version illustrated p. 36).
L. Ambrosini & M. Facos, *Rodin, The Cantor Gift to The Brooklyn Museum*, New York, 1987 (monumental version illustrated p. 103).
M. L. Levkoff, *Rodin in his Time, The Cantor Gifts to the Los Angeles County Museum of Art*, Los Angeles, 1994 (monumental version illustrated p. 99).
I. Ross & A. Snow in association with the Iris & B. Gerald Cantor Foundation, *Rodin, A Magnificent Obsession*, London & New York, 2001 (monumental version illustrated p. 62).
A. E. Elsen, *Rodin's Art, The Rodin Collection of the Iris & B. Gerald Cantor Center for Visual Arts at Stanford University*, New York, 2003 (monumental version illustrated pp. 115 - 116).
A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. I, Paris, 2007, no. S.6068 (monumental version illustrated p. 221).





THE COLLECTION OF SIR WARWICK & LADY FAIRFAX

31 * AR

MARIE LAURENCIN (1883-1956)

La femme au chien (portrait)

signed and dated 'Marie Laurencin 1924' (lower right)

oil on canvas

65.1 x 50.1cm (25 5/8 x 19 3/4in).

Painted circa 1924

£30,000 - 50,000

€33,000 - 55,000

US\$36,000 - 60,000

Provenance

Galerie Paul Rosenberg, Paris, no. 948.

The Leicester Galleries, London.

Sir Warwick & Lady Fairfax Collection, Sydney (acquired from the above by December 1948).

Thence by descent to the present owners.

Literature

D. Marchesseau, *Marie Laurencin 1883 - 1956, catalogue raisonné de l'oeuvre peint*, Tokyo, 1986, no. 295 (illustrated p. 155).





THE COLLECTION OF SIR WARWICK & LADY FAIRFAX

32 *

MAURICE UTRILLO (1883-1955)

Caserne à Soissons

signed 'Maurice. Utrillo. V.' (lower right)

oil on canvas

54.2 x 65.3cm (21 5/16 x 25 11/16in).

Painted *circa* 1921

£35,000 - 55,000

€39,000 - 61,000

US\$42,000 - 66,000

This work will be presented to the Association Utrillo
in September 2019.

Provenance

Galerie Durand-Ruel, Paris, no. 24629.

(Possibly) Galerie Bernheim Jeune, Paris.

Galerie Lefebvre-Foinet, Paris, no. 3963.

The Leicester Galleries, London.

Sir Warwick & Lady Fairfax Collection, Sydney

(acquired from the above by December 1948).

Thence by descent to the present owners.

Literature

P. Pétridès, *L'oeuvre complet de Maurice Utrillo*, Vol. II, Paris,
1962, no. 935 (illustrated p. 345).





THE COLLECTION OF SIR WARWICK & LADY FAIRFAX

33 *AR W

EMILIO GRECO (1913-1995)

Primavera

signed 'Greco' (on the tree below the figure's left foot)

bronze with brown patina

116.7(45 15/16in). high (without the base)

Conceived in 1961; this bronze version cast at a later date.

£12,000 - 18,000

€13,000 - 20,000

US\$14,000 - 22,000

The authenticity of this work has kindly been confirmed by the Archivi Emilio Greco.

Provenance

Mr. Robert Haines Collection, Australia (acquired directly from the artist).

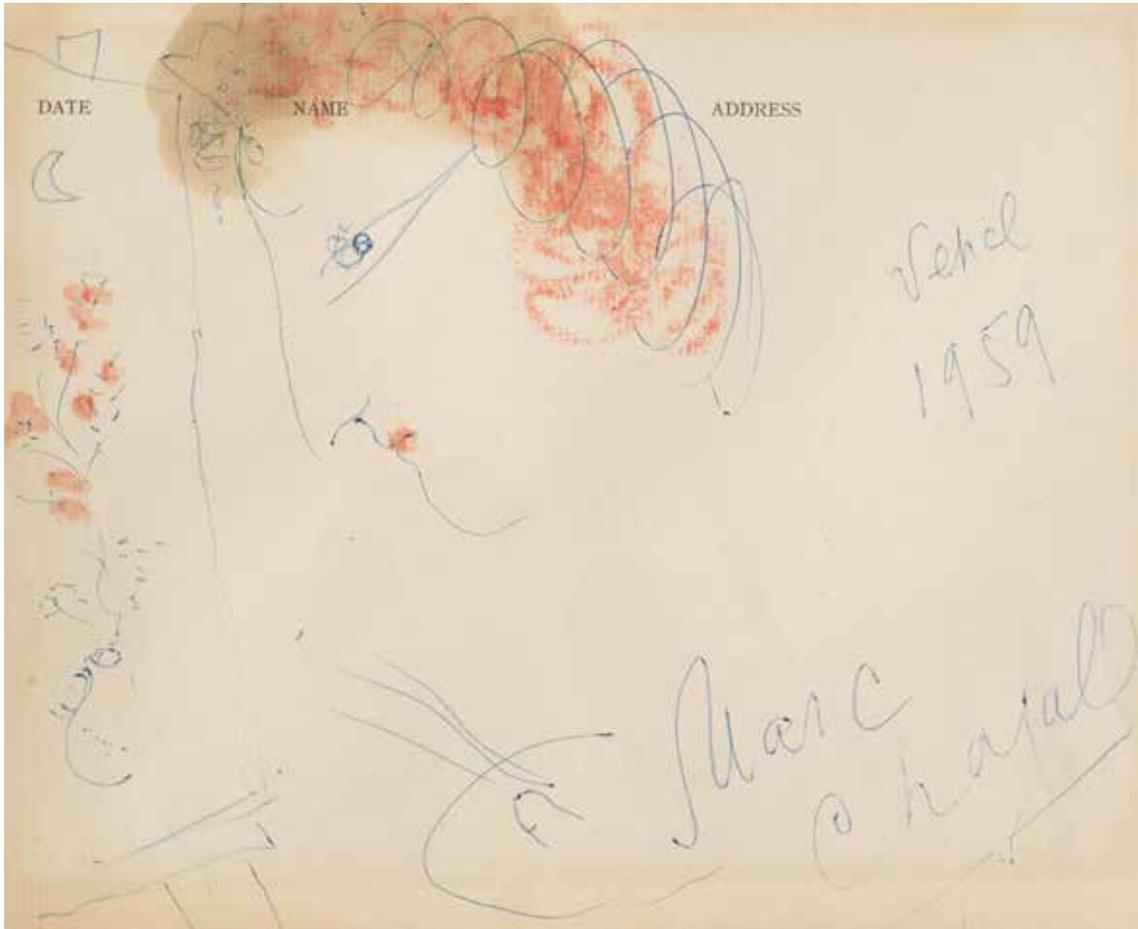
Sir Warwick & Lady Fairfax Collection, Sydney (acquired from the above in 1962).

Thence by descent to the present owners.

Literature

A. Greco, *Emilio Greco, le sculture*, Rome, 2016 (another cast illustrated no. 86).





THE COLLECTION OF SIR WARWICK & LADY FAIRFAX

34 *AR

MARC CHAGALL (1887-1985)

Profil du peintre

signed 'Marc Chagall' (lower right), inscribed and dated

'Vence 1959' (upper right)

red lipstick and ballpoint pen on a page from a visitor's book

17.6 x 21.4cm (6 15/16 x 8 7/16in).

Executed in Vence in 1959

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

Provenance

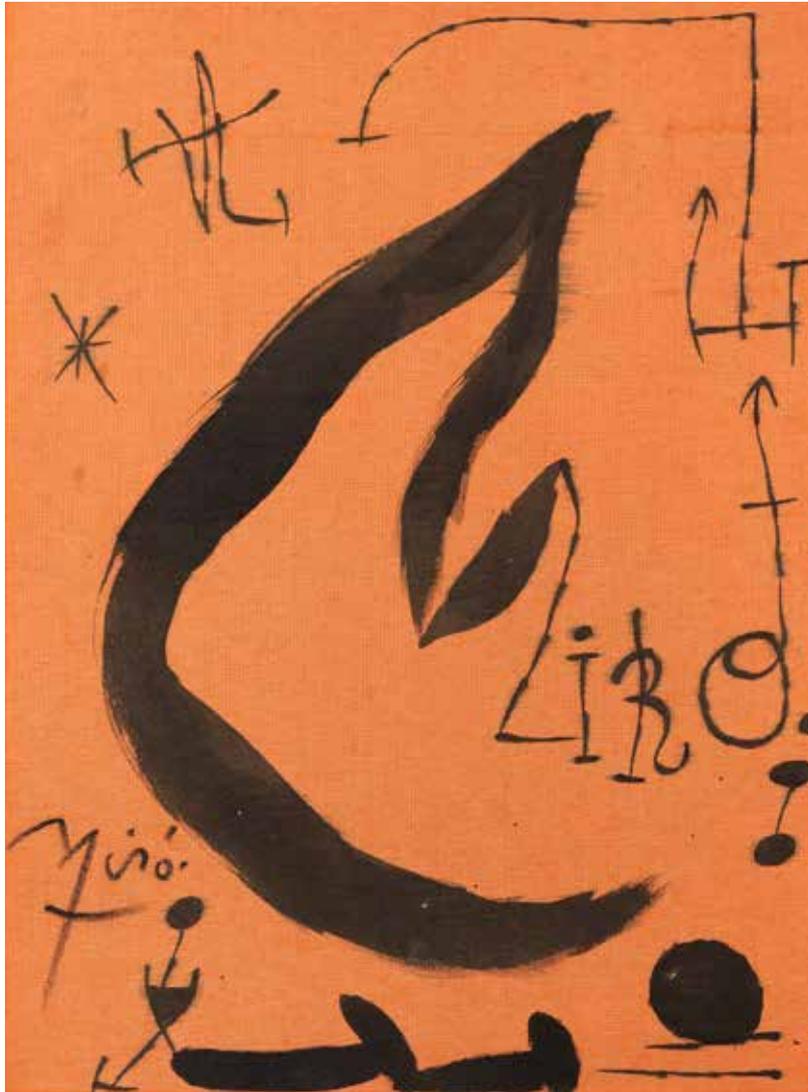
Sir Warwick & Lady Fairfax Collection, Sydney.

Thence by descent to the present owners.

£8,000 - 12,000

€8,800 - 13,000

US\$9,700 - 14,000



PROPERTY FROM A PRIVATE COLLECTION

35 *AR

JOAN MIRÓ (1893-1983)

Les Essències de la Terra
signed 'Miró.' (lower left)
brush and India ink on canvasboard
53.9 x 40.1cm (21 1/4 x 15 13/16in).
Executed in 1968

£12,000 - 18,000

€13,000 - 20,000

US\$14,000 - 22,000

This work is the preparatory painting for the portfolio cover of
Les Essències de la Terra, published by Sala Gaspar, Barcelona.

Provenance

Sala Gaspar, Barcelona (1968).
Lidchi Art Gallery, Johannesburg (1968).
Private collection, South Africa (acquired from the above circa 1968).
Thence by descent to the present owner.

Exhibited

Johannesburg, Lidchi Art Gallery, *Picasso / Miró*, March 1969.

Literature

Art Look, March 1969 (illustrated).
A. Lelong-Mainaud & J. Dupin, *Joan Miró, catalogue raisonné, Paintings*, Vol. IV, 1959 - 1968, Paris, 2002, no. 1328 (illustrated p. 258).

PROPERTY FROM A PRIVATE COLLECTION

36 AR

JOAN MIRÓ (1893-1983)

Les Essències de la Terra

each signed 'Miró.' (lower right)

series of seven unique works in watercolours, India ink
and charcoal on lithographic base on *Japon nacré* paper
circa 50 x 35 cm. each

Executed *circa* 1968

£100,000 - 150,000

€110,000 - 170,000

US\$120,000 - 180,000

Please note that this portfolio will be presented to the committee of
ADOM on 3 October 2019.

These works are part of a series which Joan Miró executed for the
book *Les Essències de la Terra* by Joan Perucho and are presented
with the original portfolio case, two further lithographs and registration
papers.

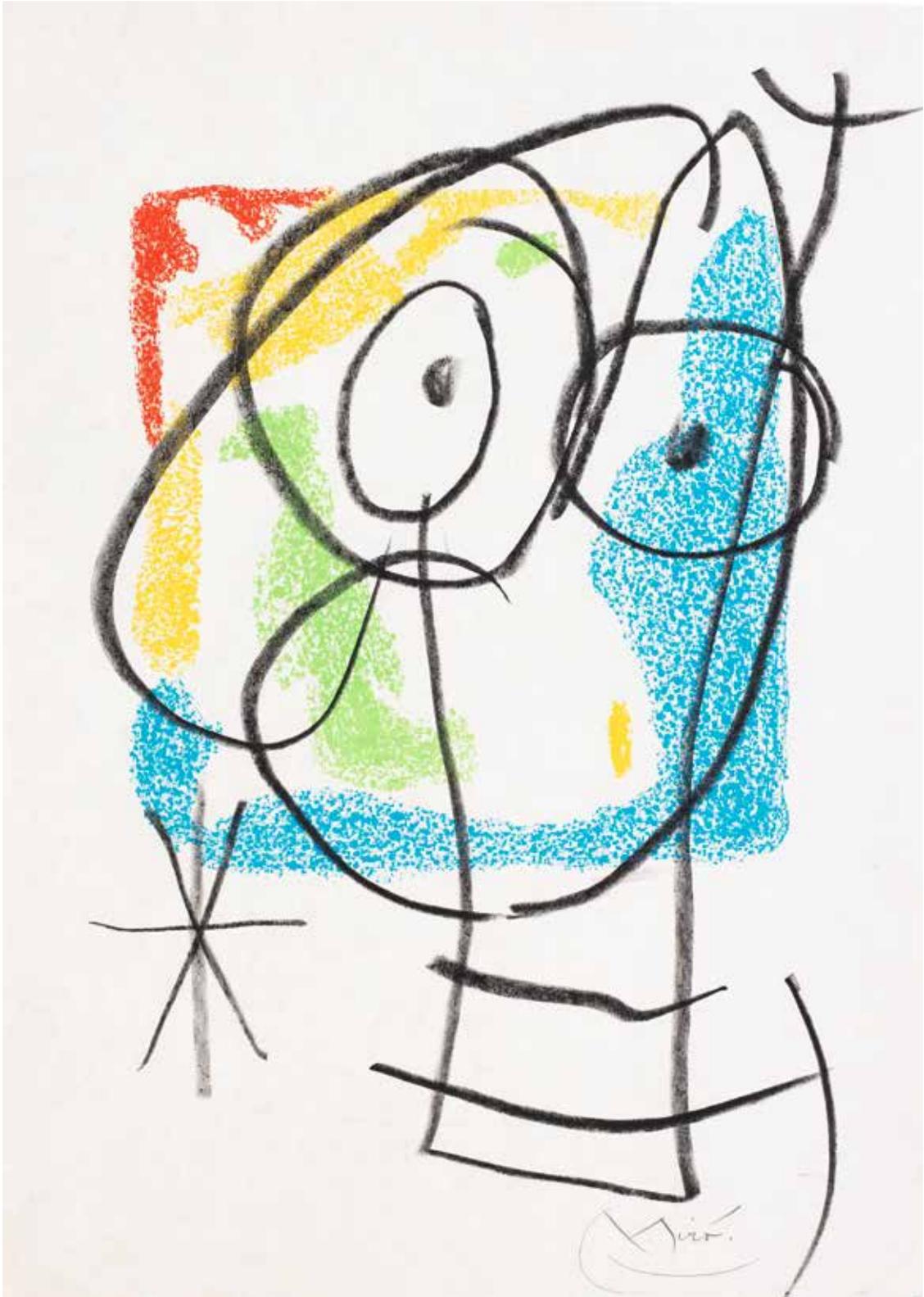
Provenance

Private collection.















PROPERTY OF AN IMPORTANT PRIVATE EUROPEAN COLLECTOR

37^{AR}

LOUIS VALTAT (1869-1952)

Vase de porcelaine, lilas

signed 'L. Valtat' (lower right)

oil on canvas

55.4 x 33.3cm (21 13/16 x 13 1/8in).

Painted in 1939

£50,000 - 70,000

€55,000 - 77,000

US\$60,000 - 85,000

Provenance

Anon. sale, Tajan, Paris, 4 June 2009, lot 32.

Acquired at the above sale by the present owner.

Literature

J. Valtat, *Louis Valtat, catalogue de l'oeuvre peint, 1869 - 1952*,

Vol. I, Paris, 1977, no. 2620 (illustrated p. 292).



**PROPERTY FROM THE COLLECTION
OF SIR MICHAEL & LADY OPPENHEIMER**

38 *

RAOUL DUFY (1877-1953)

Sérénade à Caldas

signed 'Raoul Dufy' (lower right)

gouache, watercolour, ballpoint pen and pencil on paper

50 x 65.8cm (19 11/16 x 25 7/8in).

Executed in 1949

£12,000 - 18,000

€13,000 - 20,000

US\$14,000 - 22,000

Provenance

Lady Oppenheimer Collection, Jersey.

Thence by descent to the present owner.

Literature

F. Guillon-Lafaille, *Raoul Dufy, catalogue raisonné des aquarelles, gouaches et pastels*, Vol. I, Paris, 1981, no. 404 (illustrated p. 146).



**PROPERTY FROM THE COLLECTION
OF SIR MICHAEL & LADY OPPENHEIMER**

39 *

RAOUL DUFY (1877-1953)

Composition au port et à la fontaine

signed 'Raoul Dufy' (lower right)

gouache, watercolour and pencil on paper

50 x 65.5cm (19 11/16 x 25 13/16in).

Executed circa 1950

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

The authenticity of this work has kindly been confirmed by Madame Fanny Guillon-Laffaille. This work will be included in the forthcoming supplement to the Raoul Dufy *catalogue raisonné des aquarelles, gouaches et pastels*, currently being prepared.

Provenance

Lady Oppenheimer Collection, Jersey.

Thence by descent to the present owner.



40^{AR}

VITTORIO CORONA (1901-1966)

Gran Premio di Tripoli
signed 'Vittorio Corona' (lower left)
oil and pastel on canvas
58.5 x 83cm (23 1/16 x 32 11/16in).
Painted circa 1927

£25,000 - 35,000

€28,000 - 39,000

US\$30,000 - 42,000

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

Provenance

Private collection, Italy.
Acquired from the above by the present owner.

Exhibited

Lima, Museo de Arte Italiano, *Futurismo y Velocidad*,
6 June - 6 August 2017.
Zagreb, Muzej Suvremene Umjetnosti, *Futurismo*,
dinamismo e colore, 10 March - 30 June 2019.

Literature

'Arte a toda velocidad', in *El Comercio*, 6 June 2017 (illustrated p. 2).



PROPERTY FROM A PRIVATE ITALIAN COLLECTION

41 AR

GIACOMO BALLA (1871-1958)

"Fluidità" Primavera

signed and inscribed 'Balla Futurista' (lower right); signed, inscribed and dated 'Balla Futurista "Fluidità Primavera,, 1917' (on the reverse)
oil on canvas

40 x 30.5cm (15 3/4 x 12in).

Painted in 1917

£120,000 - 180,000

€130,000 - 200,000

US\$140,000 - 220,000

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

Provenance

Guido Le Noci Collection, Galleria Apollinaire, Milan
(acquired directly from the artist in the 1950s).

Private collection, Milan.

Private collection, Sarzana (2010).

Private collection, Italy.

Exhibited

Rome, Galleria Futurism & Co., *Futurism senza tema*,
15 May - 12 July 2019.





“Fluidità” Primavera

Giacomo Balla

Giacomo Balla and
his wife Elisa in 1918.

Giacomo Balla's 1917 canvas, *"Fluidità" Primavera*, was created by the Italian Futurist as part of a series of meditations on the seasons. As the First World War drew to a terrible close, Balla retreated to nature, to celebrate its simplicity and beauty in a stunning group of works filled with colour and vitality. During this time Balla was in the process of transforming his own interpretation of Futurism from a focused study of movement and dynamism to a more generous and enveloping study of the world around him. Maurizio Fagiolo dell'Arco named this period 'The Crisis of Futurism' and stated that during this time 'only Balla continued to experiment, but he changed his subject matter and cycle' (M. Fagiolo dell'Arco, *Balla, the Futurist*, Milan, 1987, p. 42).

The death of Balla's pupil (and leading light of the group), Umberto Boccioni, in 1916 threw the Futurist movement into disarray: Carlo Carrà moved towards metaphysical experiments, Severini returned to the Cubist language, and Russolo retired from painting. While Marinetti remained actively engaged with the theoretical activities of the movement, it fell to Balla to retain the spirit of Futurism in painting, but the war and new developments in art brought a distinct new vision to his paintings from 1917 onwards.

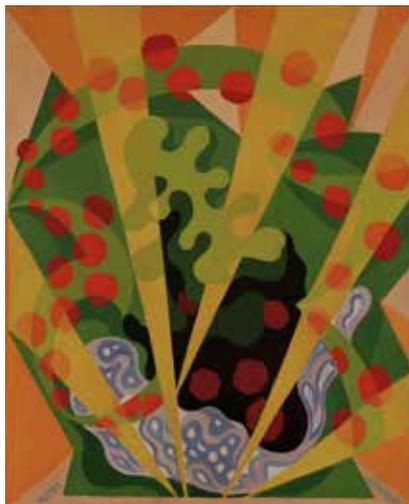
His work during the post-war period falls into a small number of distinct areas of exploration, one of which is sensation and synthesis. *"Fluidità" Primavera* certainly hails from this strand of Balla's theoretical and decorative experiments. As the title denotes, Balla turns his focus to nature and attempts to show the viewer the sensation of its force, animating the trees, grass and wind all at once in a harmonic display of natural grace. The work belongs to a series of paintings such as *Dissolvimento autunnale* and *Estate* dedicated to Spring, Summer and Autumn created during the years 1917-1920. Spring seemed to be a subject of particular interest, being the season he depicted the most and indeed showcased in the magisterial *Espansione di primavera* of 1918, that resides in the collection of the Museo del Novecento in Milan.

Giovanni Lista notes that the change of seasons inspired a particular creativity in Balla: 'The theme of spring, that is, the rebirth of nature after the hibernation of winter, inspired him as early as *Primaverilis*, a painting with evocative larval forms that strangely recall the biomorphic delirium of Salvador Dalí. Balla creates a surreal effect through a series of curves that are repeated, echoing each other, translating the double movement of the energy that circulates between the plants and the earth. By approaching the same theme, in *Fluidità di Primavera* he elaborates a denser and less aerial composition. He accentuates the figurative elements, whilst dematerializes them with the fluid lines of the life force that rises in the trees and nourishes their growth' (G. Lista, 'Sensazione ed energia' in *Balla, la Modernità Futurista*, Milan, 2008, p. 224).

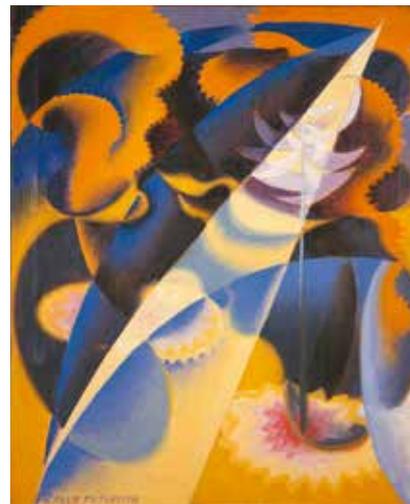
From 1912 until 1917, Balla had searched for dynamism in man-made forms – cars, motorcycles, architecture – and yet from 1917 onwards he found this dynamism in nature itself. It is interesting to note that the landscapes he painted in this period are entirely figureless, allowing Balla to concentrate on the pure expressions of nature through form and vibrant colour. In his early experiments in representing nature, namely his *Compenetrazioni iridescenti* series, the artist used a kaleidoscope to view the gardens outside his window in Rome, depicting the colours and light emanating from nature through a construction of variously coloured triangles. By 1917 these visions of the natural world had become entirely more representational and organic in structure, as Balla brought together his perennial interest in his environment with a new focus on the synthesis that the artist believed powered the world around him. Balla declared in his *Manifesto del colore* (1918), that painting should be 'an explosion, a surprise...a simultaneity of forces' (Balla quoted in G. Lista, *Balla*, Modena, 1982, p. 473). *"Fluidità" Primavera* exemplifies this approach, as the canvas bursts with a vibrancy and enthusiasm that could only have come from Balla's hand.



Giacomo Balla (1871-1958), *Espansione di primavera*, 1918, Museo del Novecento, Milan.



Giacomo Balla (1871-1958), *Estate*, 1918, Private Collection



Giacomo Balla (1871-1958), *Dissolvimento autunnale*, 1918, Massimo Carpi Collection, Rome.



42 AR

GUGLIELMO SANSONI TATO (1896-1974)

Avvitamento

signed 'Tato' (lower right); indistinctly signed and inscribed 'Avvitamento Tato' (on the reverse)

oil on canvas

51 x 65cm (20 1/16 x 25 9/16in).

Painted in 1934

£50,000 - 70,000

€55,000 - 77,000

US\$60,000 - 85,000

The authenticity of this work has kindly been confirmed by the Archivio Ventura. This work will be included in the forthcoming Guglielmo Sansoni Tato monograph, currently being prepared.

Provenance

Private collection, Turin.

Acquired from the above by the present owner.

Exhibited

Zagreb, Muzej Suvremene Umjetnosti, *Futurismo, dinamismo e colore*, 10 May - 30 June 2019.

Turin, Galleria Matteotti, *La città vista dall'alto, nuove prospettive dell'aeropittura futurista*, 16 May - 28 June 2019.



43 AR

ANTONIO MARASCO (1896-1975)

Senza titolo

signed and dated 'Marasco 32' (lower left)

oil on canvas

45.5 x 55.4cm (17 15/16 x 21 13/16in).

Painted in the 1950s

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

The authenticity of this work has kindly been confirmed by Prof. Tonino Sicoli.

Provenance

Galleria Annunciata, Milan.

Private collection, Gaeta.

44 AR

GIULIO D'ANNA (1908-1978)

Stormo aereo + paesaggio

signed 'G. D'Anna' (centre right)

oil on canvas

75 x 62cm (29 1/2 x 24 7/16in).

Painted between 1931 - 1932

£25,000 - 35,000

€28,000 - 39,000

US\$30,000 - 42,000

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

Provenance

Private collection, Turin.

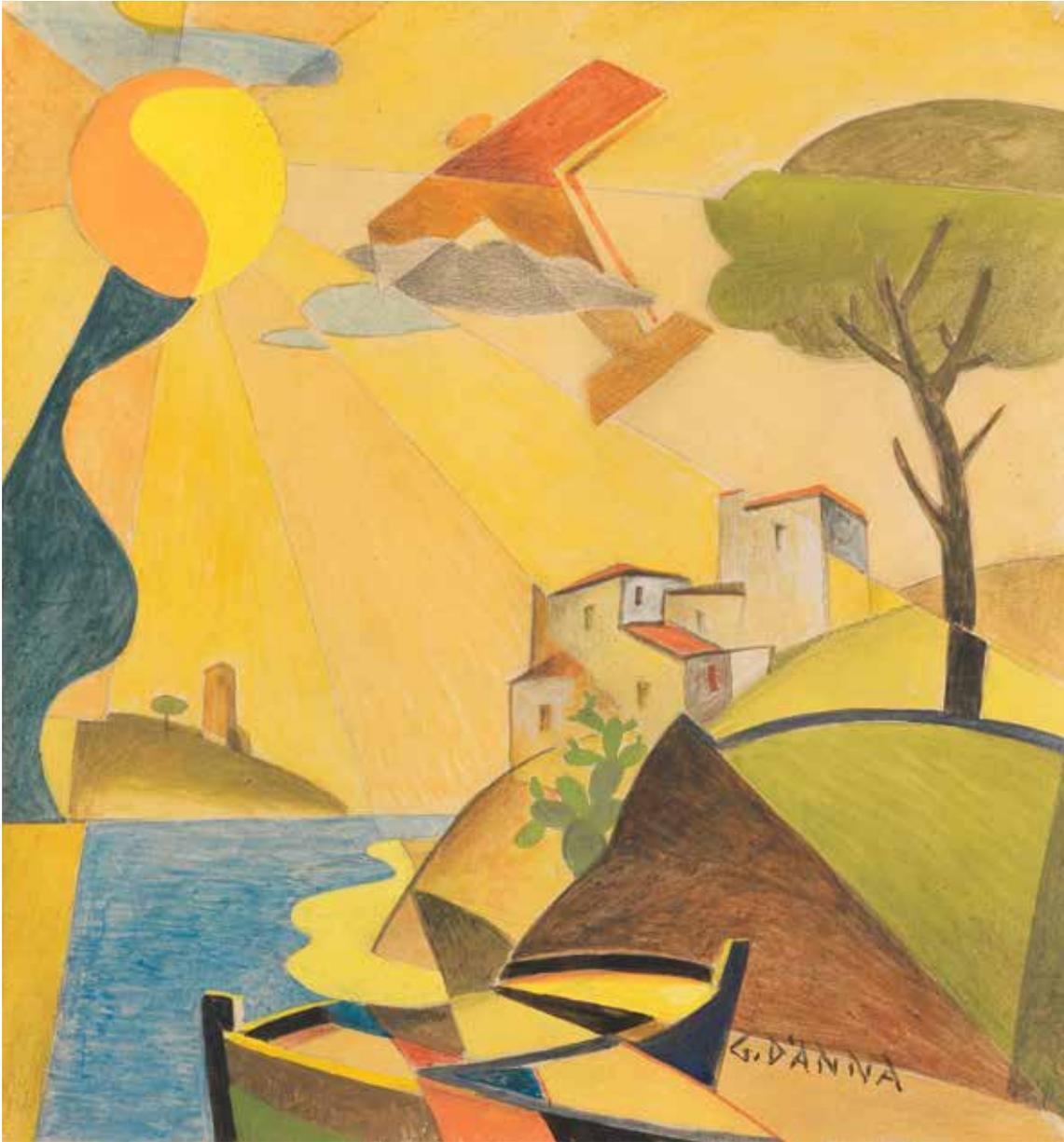
Exhibited

Turin, Galleria Matteotti, *Depero Futurista, l'arte dell'avvenire*,
24 November - 30 December 2016.

London, Bonhams, *Giulio D'Anna Aeropittore*, 22 February -
1 May 2018.

Vittoria, Galleria Edonè Arteviva Club, *Giulio D'Anna*,
Futurismo e aeropittura, 24 March - 14 July 2019.





45 AR

GIULIO D'ANNA (1908-1978)

Paesaggio simultaneo + aerei Caproni

signed 'G. D'ANNA' (lower right)

gouache and pencil on buff paper

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

Executed circa 1928

£8,000 - 12,000

€8,800 - 13,000

US\$9,700 - 14,000

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

Provenance

Galleria Arteelite, Savona (acquired directly from the artist's estate).

Private collection, Treviso (acquired from the above).



46 AR

GIULIO D'ANNA (1908-1978)

Natura morta + aerei in volo

signed 'G. D'ANNA' (lower right)

gouache, collage and pencil on paper

43 x 58.9cm (16 15/16 x 23 3/16in).

Executed circa 1928

£12,000 - 18,000

€13,000 - 20,000

US\$14,000 - 22,000

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

Provenance

Galleria Arteelite, Savona (acquired directly from the artist's estate).

Private collection, Treviso (acquired from the above).

47 AR

GIULIO D'ANNA (1908-1978)

Paesaggio simultaneo + aereo Caproni

signed 'G. D'ANNA' (lower right)

gouache and watercolour on buff paper

44.2 x 59.7cm (17 3/8 x 23 1/2in).

Executed circa 1934 - 1935

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 36,000

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

Provenance

Private collection.

Private collection, Rome (acquired from the above).





48 AR

SONIA DELAUNAY (1885-1979)

Projet de costume masculin no. 141

signed 'Sonia Delaunay' (lower right)

gouache, watercolour, brush, India ink and pencil on paper

42.8 x 28.1cm (16 7/8 x 11 1/16in).

Executed in 1925

£5,000 - 7,000

€5,500 - 7,700

US\$6,000 - 8,500

The authenticity of this work has kindly been confirmed by Monsieur Richard Riss.

Provenance

Charles Delaunay Collection (the artist's son), Paris.

Galerie Artcurial, Paris.

Acquired from the above by the previous owner, Paris (7 May 1987).

Private collection, Paris (acquired from the above).

Exhibited

Paris, Musée National d'Art Moderne, *Rétrospective Sonia Delaunay*, 1967 - 1968, no. 106.

Paris, Musée National d'Art Moderne, *Robert et Sonia Delaunay, le centenaire*, 14 May - 8 September 1985, no. 248.



49 AR

SONIA DELAUNAY (1885-1979)

Projet de costume masculin no. 143

signed 'Sonia Delaunay' (lower right)

gouache, watercolour and pencil on paper

42.8 x 28.4cm (16 7/8 x 11 3/16in).

Executed in 1925

£5,000 - 7,000

€5,500 - 7,700

US\$6,000 - 8,500

The authenticity of this work has kindly been confirmed by Monsieur Richard Riss.

Provenance

Charles Delaunay Collection (the artist's son), Paris.

Galerie Artcurial, Paris.

Acquired from the above by the previous owner, Paris (7 May 1987).

Private collection, Paris (acquired from the above).

Exhibited

Paris, Musée National d'Art Moderne, *Rétrospective Sonia Delaunay*, 1967 - 1968, no. 107.

Paris, Musée National d'Art Moderne, *Robert et Sonia Delaunay, le centenaire*, 14 May - 8 September 1985, no. 246.



50 AR

MAX ERNST (1891-1976)

Illustration for Le brebis galante
signed 'max ernst' (lower right)
collage, pen and ink on paper
28.8 x 21.9cm (11 5/16 x 8 5/8in).
Executed in 1949

£6,000 - 8,000

€6,600 - 8,800

US\$7,200 - 9,700

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

Provenance

Private collection, Paris.
Acquired by the present owner in 2017.

Literature

W. Spies, S. & G. Metken, *Max Ernst Oeuvre-Katalog*, Vol. V, *Werke 1939-1953*, Cologne, 1987, no. 2710 (reproduction of the printed version from the publication *Le brebis galante* illustrated p. 214).

Please note that Dr. Jürgen Pech kindly confirmed that the dimensions in the *catalogue raisonné* are the measurements of the reproduction in the book *Le brebis galante*, and not the present work. The spot in the *catalogue raisonné* illustration is also part of the edition, as the reproduction was supplemented by pochoir-colouring.



51 AR

FRANCIS PICABIA (1879-1953)

Sans titre (Espagnole)

signed 'Francis Picabia' (lower left) and inscribed '17' (upper right);

inscribed 'H No. 17 blue de l'éventail' (on the artist's mount)

watercolour, wash, India ink, charcoal and pencil on paper

sheet: 32.6 x 25.1cm (12 13/16 x 9 7/8in).;

artist's mount: 56.4 x 46cm (22 3/16 x 18 1/8in).

Executed circa 1926 - 1927

£18,000 - 25,000

€20,000 - 28,000

US\$22,000 - 30,000

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

Provenance

Benjamin Seymour Guinness Collection, London (acquired directly from the artist circa 1927 - 1928).

Meraud Guevara Guinness Collection, Paris (a gift from the above in 1929).

By descent from the above; their sale, Christie's, Paris, 23 March 2017, lot 211.

Acquired at the above sale by the present owner.

52 ^{AR}

FRANCIS PICABIA (1879-1953)

Sans titre

signed 'Francis Picabia' (lower right)

oil on board

49.1 x 40.3cm (19 5/16 x 15 7/8in).

Painted circa 1940 - 1942

£80,000 - 120,000

€88,000 - 130,000

US\$97,000 - 140,000

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

Provenance

Private collection; their sale, Hôtel des ventes de Monte-Carlo, Monaco, 22 July 2018, lot 19.

Acquired at the above sale by the present owner.

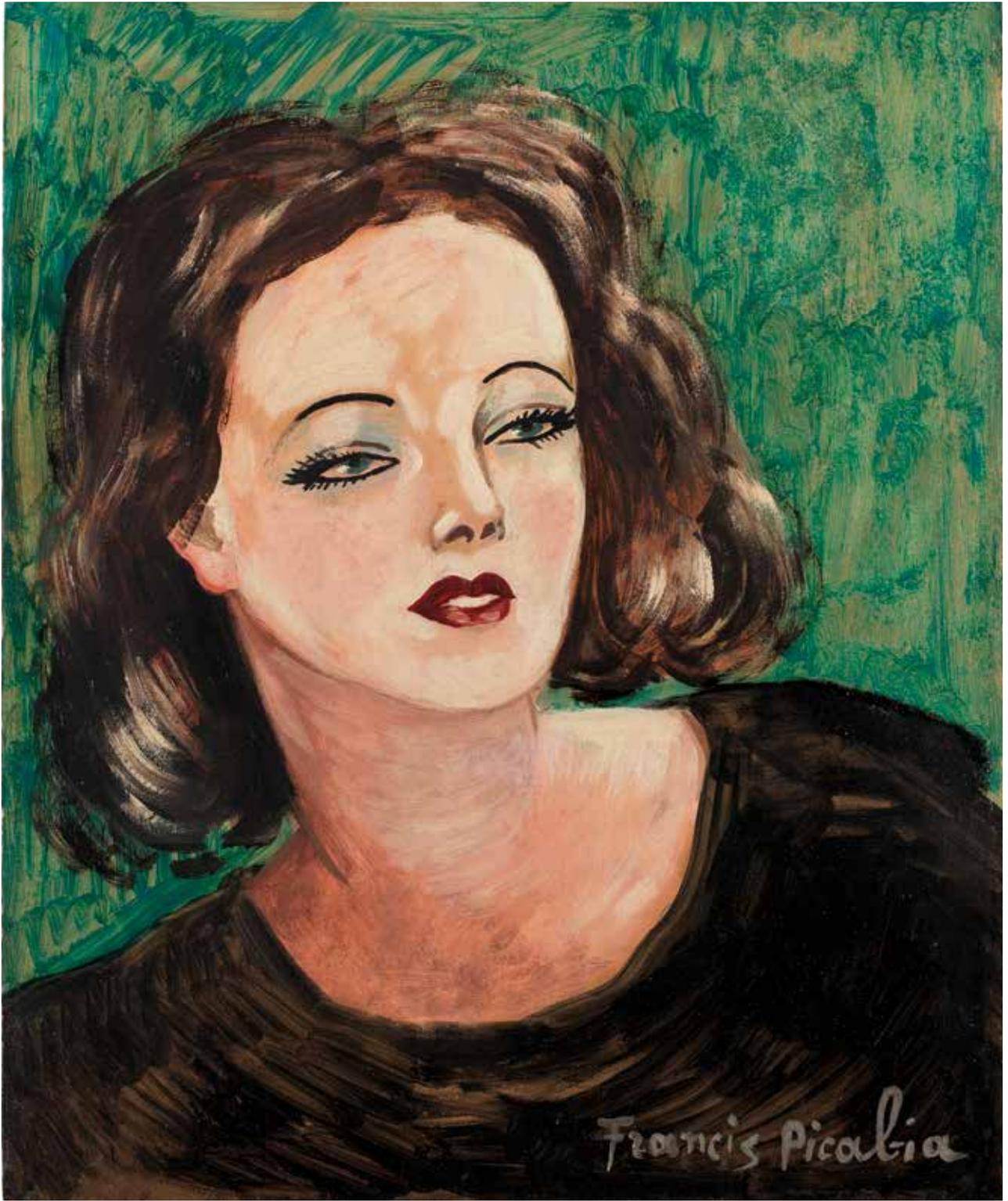


Man Ray (1890-1976), *Ruth Ford*, 1943.

'My painting is more and more the image of my life and of life in general, but a life which cannot and does not wish to regard the world in all its greed and monstrousness' (Picabia in a letter to Gertrude Stein from 1941 quoted in M. L. Borràs, *Picabia*, London, 1985, p. 422).

The present work was painted upon Francis Picabia's return to Golfe-Juan at the outbreak of the Second World War. This period was marked by a turn towards figurative painting and 'popular' realism, with imagery derived from picture postcards, nightclub advertisements and photographs illustrated in pin-up magazines. In many cases Picabia was known to base his works directly on photographs: the present portrait for example, with the penciled brows, sultry eyes and cupid-bow lips, is highly reminiscent of contemporary photographs depicting 1940s starlets, and was likely drawn from a printed source. Picabia's re-interpretation of the image is, however, significant. Far from a simple reproduction of the image, the artist conveys his subject through the bright colours and brushy technique akin to painted advertisements. In doing so, Picabia deliberately underplays the hand of the artist and challenges the traditional boundaries between artistic media.

Rather than commenting on the turbulent, historic events unfolding around him, Picabia chose to turn his gaze towards mankind itself and its contemporary modes of representation. Works from this phase of Picabia's oeuvre are now categorized by many critics as 'Proto Pop Art' and hold an important place in the history of artists subverting the idea of originality and turning toward popular culture as a legitimate source for inspiration. Subsequent artists associated with Pop Art, such as Robert Rauschenberg and William Copley, later expressed great admiration for Picabia's figurative, realist canvases of the 1940s, with Copley building an important personal collection of his work.



53 AR

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Portrait de fillette (Philomène)

signed in Japanese and further signed and dated

'Foujita 1925' (lower right)

gouache, watercolour, pen, ink and *estompe* on paper

45.6 x 24.8cm (17 15/16 x 9 3/4in).

Executed in 1925

£40,000 - 60,000

€44,000 - 66,000

US\$48,000 - 72,000

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

Provenance

Private collection, Paris (the family of the sitter).

Thence by descent to the present owners.

Exhibited

Paris, Musée Maillol, *Foujita, peindre dans les années folles*,

7 March - 15 July 2018, no. 76.



**PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION,
ROME**

54 ^{AR}

GIORGIO DE CHIRICO (1888-1978)

Eroi in combattimento

signed 'G. de Chirico' (lower right)

gouache, ink, wash and pencil on paper

22 x 34.6cm (8 11/16 x 13 5/8in).

Executed *circa* 1937

£28,000 - 32,000

€31,000 - 35,000

US\$34,000 - 39,000

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

Provenance

Private collection, Rome.



PROPERTY OF AN IMPORTANT PRIVATE EUROPEAN COLLECTOR

55 AR

GIORGIO DE CHIRICO (1888-1978)

Cavallo con palafreniere orientale

signed 'G. de Chirico' (lower right); signed and inscribed "Palafreniere orientale" Giorgio de Chirico' (on the reverse)

oil on canvas

50.4 x 60.2cm (19 13/16 x 23 11/16in).

Painted in 1949

£80,000 - 120,000

€88,000 - 130,000

US\$97,000 - 140,000

Provenance

The Tondi Collection, Cagliari.

La Gradiva Gallery, Rome.

Ca d'Oro Gallery, Rome.

Private collection, Rome (acquired from the above in 1990);

his sale, Christie's, London, 8 February 2012, lot 542.

Acquired at the above sale by the present owner.

Literature

C. Bruni Sakraischik, *Catalogo Generale, Giorgio de Chirico*, Vol. VI, *Opere dal 1931 al 1950*, Milan, 1983, no. 504 (illustrated; with the incorrect dimensions).





**PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION,
ROME**

56 AR

GIORGIO DE CHIRICO (1888-1978)

Autoritratto

signed 'G. de Chirico' (centre right)

charcoal on buff paper

21 x 20.9cm (8 1/4 x 8 1/4in).

Executed in the 1950s

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

Provenance

Private collection, Rome.

£12,000 - 18,000

€13,000 - 20,000

US\$14,000 - 22,000



**PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION,
ROME**

57 AR

GIORGIO DE CHIRICO (1888-1978)

Combattimento di cavalieri

signed 'G de Chirico' (lower right)

charcoal on paper

24 x 35.4cm (9 7/16 x 13 15/16in).

Executed in the late 1940s

£7,000 - 10,000

€7,700 - 11,000

US\$8,500 - 12,000

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

Provenance

Private collection, Rome.

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 OF AN IMPORTANT PRIVATE EUROPEAN COLLECTOR

58 AR

JEAN SOUVERBIE (1891-1981)

Le jugement de Paris

signed 'Souverbie' (lower left)

oil on canvas

50.2 x 64.6cm (19 3/4 x 25 7/16in).

Painted in 1942

£30,000 - 50,000

€33,000 - 55,000

US\$36,000 - 60,000

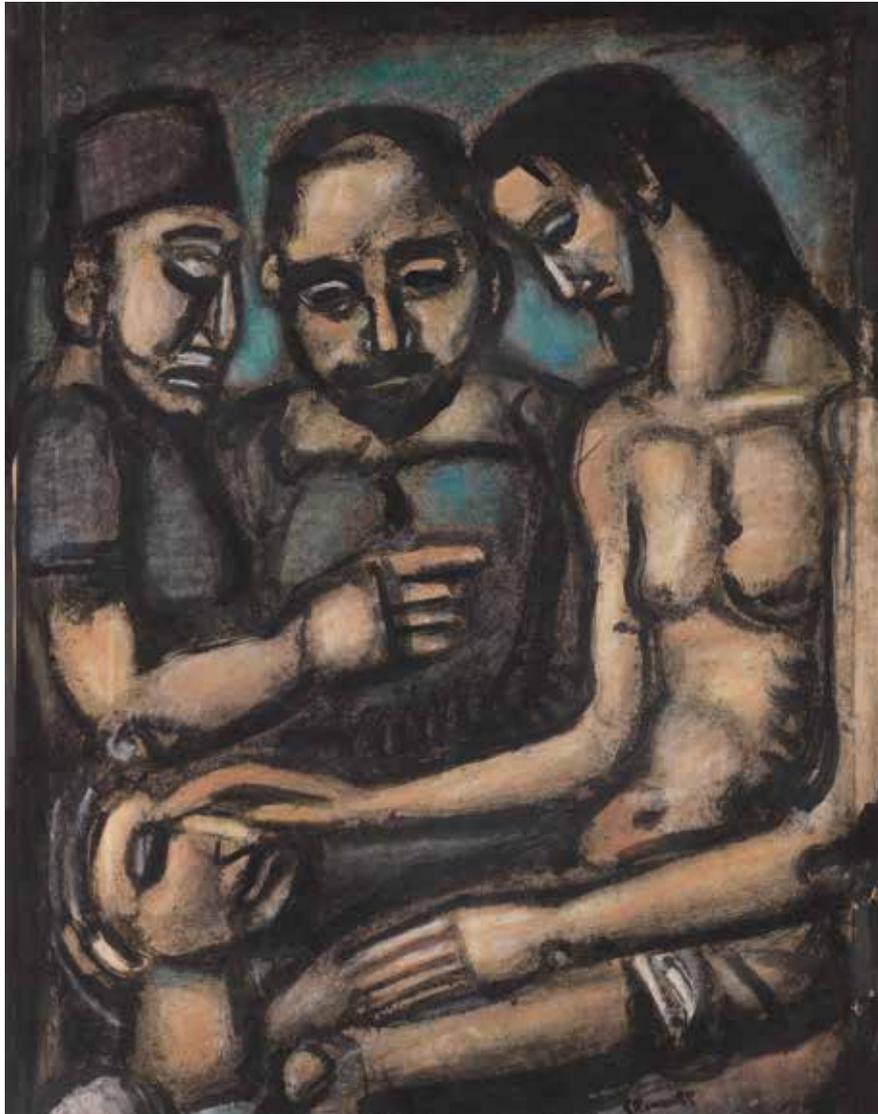
The authenticity of this work has kindly been confirmed by Monsieur Frédéric Souverbie.

Provenance

Galerie Friedland, Paris, no. A350.

Anon. sale, Tajan, Paris, 4 June 2009, lot 35.

Acquired at the above sale by the present owner.



PROPERTY FROM A PRIVATE FRENCH COLLECTION

59 AR

GEORGES ROUAULT (1871-1958)

Christ guérissant un aveugle

signed 'G Rouault' (lower right)

pastel, brush, India ink and chalk on a printed base

59.4 x 46.1cm (23 3/8 x 18 1/8in).

Executed after 1930

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 36,000

The authenticity of this work has kindly been confirmed by the Fondation Georges Rouault. This work will be included in the forthcoming supplement of the Georges Rouault *catalogue raisonné*, currently being prepared.

Provenance

Ambroise Vollard, Paris.

Carlton Lake Collection, USA (acquired from the estate of the above in 1955); his estate sale, Christie's, New York, 2 May 2012, lot 120. Acquired at the above sale by the present owner.

Literature

I. Rouault & F. Chapon, *Oeuvre gravé Rouault*, Monte-Carlo, 1978, no. 139 (héliogravure illustrated p. 318).

The present work is a unique and extensively hand-coloured example of a print that was to be originally included in *Miserere*. Rouault worked on this book project between 1922 and 1929, which was commissioned by his art dealer and publisher Ambroise Vollard. The series should have consisted of 100 héliogravures of Rouault's original compositions, reworked by the artist. However, Rouault abandoned the project after completing only 58 out of 100 due to the amount of work involved. Following the completion of *Miserere*, Rouault started working on the remaining 42 prints initially prepared for the project, and *Christ guérissant un aveugle* is a particularly beautiful example where Rouault applied several layers of pastel, ink and chalk over the printed base.

PROPERTY FROM A PRIVATE COLLECTION, UK

60

LYONEL FEININGER (1871-1956)

Seascape

signed and dated 'Feininger 9. viii. '55' (lower left)

watercolour, pen, India ink and charcoal on paper

31.9 x 48cm (12 9/16 x 18 7/8in).

Executed on 9 August 1955

£15,000 - 20,000

€17,000 - 22,000

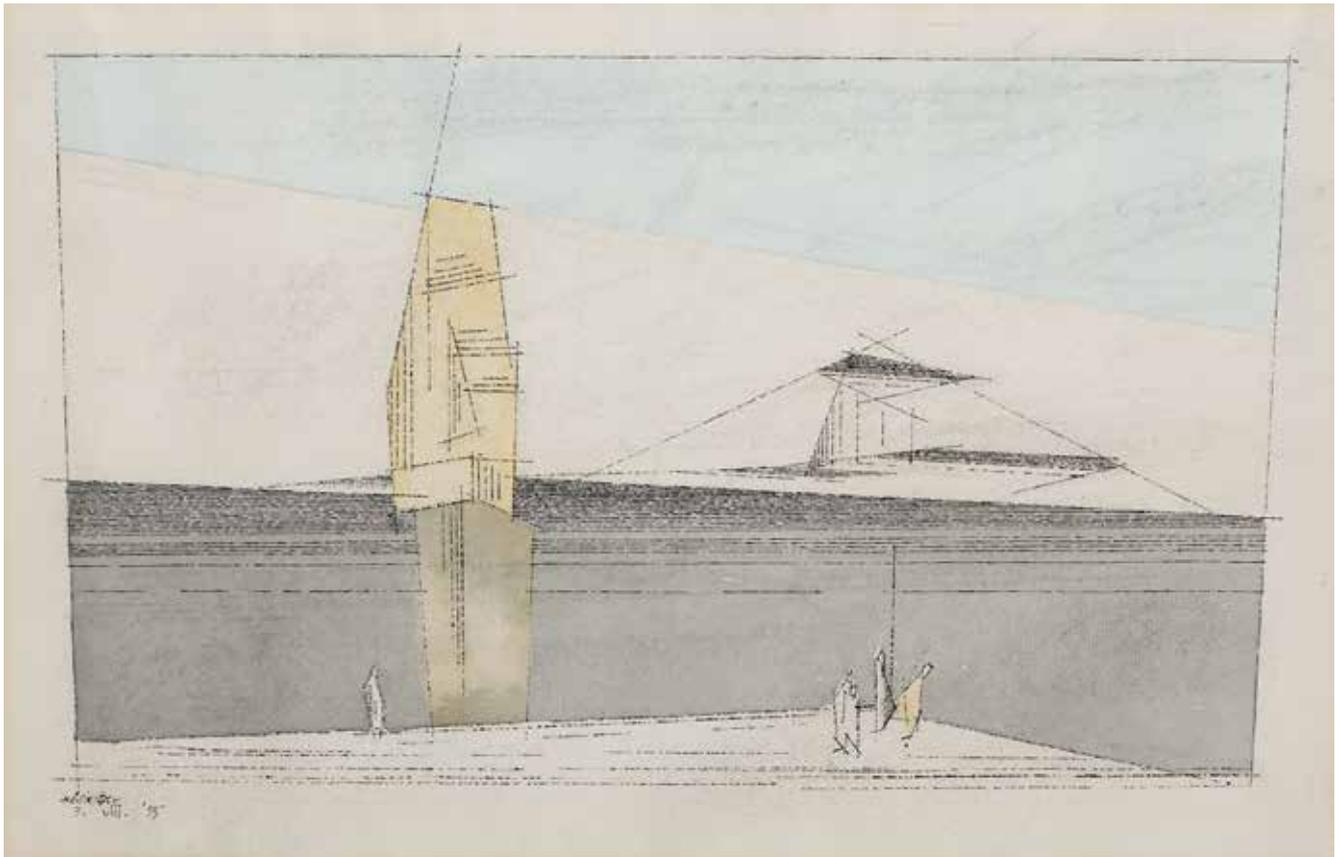
US\$18,000 - 24,000

The authenticity of this work has kindly been confirmed by Achim Moeller, Managing Principal of The Lyonel Feininger Project LLC, New York – Berlin, registered under no. 1614-07-03-19.

Provenance

Private collection, UK.

Thence by descent to the present owner.



PROPERTY OF THE MOSCAHLAIDIS FAMILY

61 *

EUGÈNE BOUDIN (1824-1898)

Anvers. Trois-mats à quai

signed, inscribed and dated 'E. Boudin Anvers 1871.' (lower right)

oil on panel

28.8 x 44cm (11 5/16 x 17 5/16in).

Painted in Antwerp in 1871

£25,000 - 35,000

€28,000 - 39,000

US\$30,000 - 42,000

Provenance

Aurélien Scholl Collection, Paris.

Private collection, Switzerland.

Knoedler & Co., New York, no. 6308.

Henrietta B. Lang Collection, New York (acquired from the above on 27 March 1957); her estate sale, Christie's, New York, 19 May 1982, lot 5.

Acquired at the above sale by the present owners.

Exhibited

Paris, École des Beaux-Arts, *Exposition des oeuvres d'Eugène Boudin*, 9 - 30 January 1899, no. 8.

Literature

R. Schmit, *Eugène Boudin, 1824-1898*, Vol. I, Paris, 1973, no. 668 (illustrated p. 243).



PROPERTY OF AN IMPORTANT PRIVATE EUROPEAN COLLECTOR

62

MAURICE UTRILLO (1883-1955)

Impasse Trainée à Montmartre

signed 'Maurice Utrillo. V.' (lower right) and inscribed
'Impasse Trainée à Montmartre' (lower left)

oil on burlap

50.7 x 61cm (19 15/16 x 24in).

£100,000 - 150,000

€110,000 - 170,000

US\$120,000 - 180,000

This work will be presented to the Association Utrillo
in September 2019.

Provenance

Donon-Maigret Collection, Paris.

Thence by descent; their sale, Rémy le Fur & Associés,
8 June 2009, lot 51.

Acquired at the above sale by the present owner.



PROPERTY OF A PRIVATE BRITISH COLLECTOR

63

HENRI MARTIN (1860-1943)

Jeune femme dans les vignes

oil on canvas

65.5 x 40.2cm (25 13/16 x 15 13/16in).

£15,000 - 20,000

€17,000 - 22,000

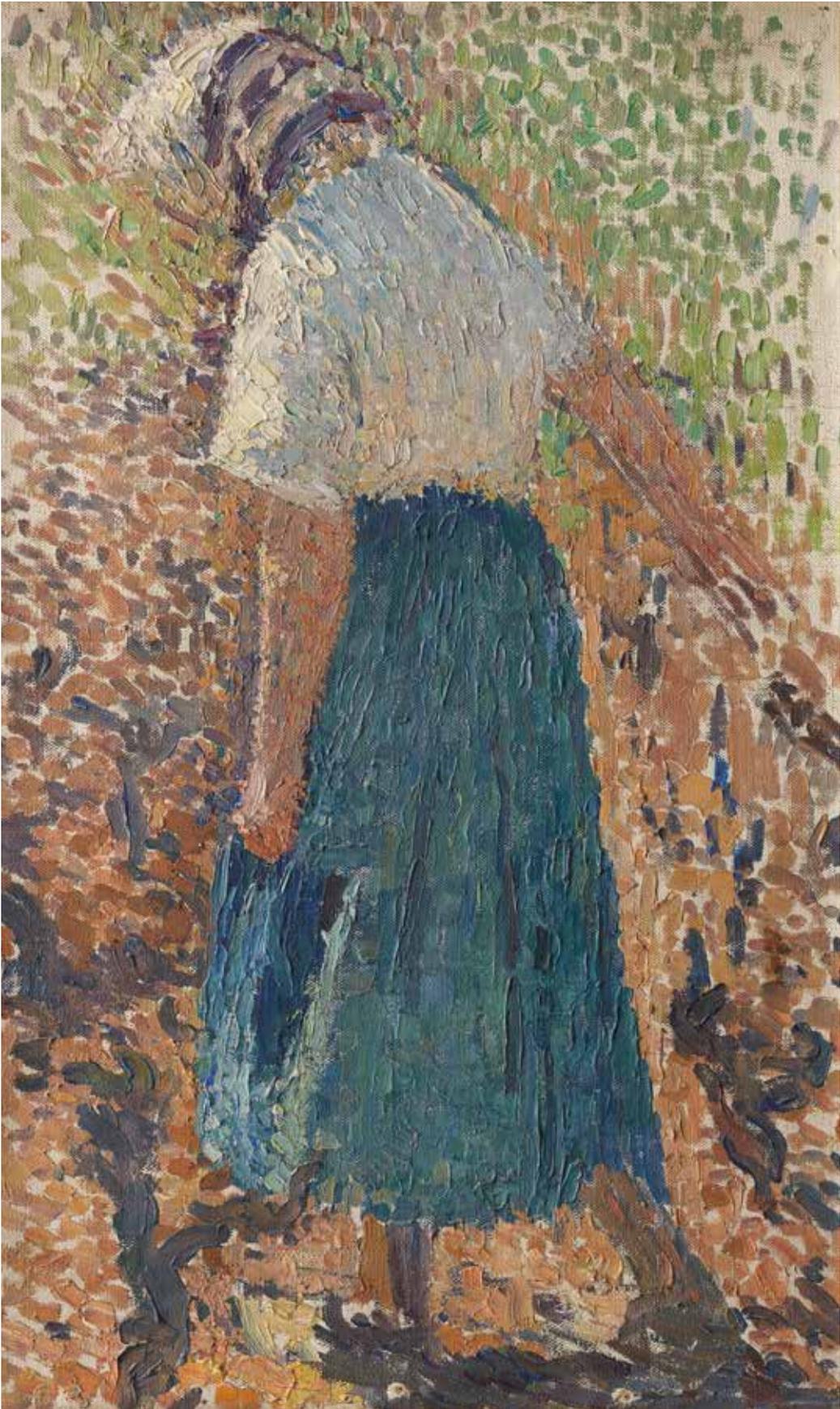
US\$18,000 - 24,000

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

Provenance

Anon. sale, Sotheby's, London, 19 October 1988, lot 134.

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



PROPERTY FROM A PRIVATE LONDON COLLECTION

64

CAMILLE PISSARRO (1830-1903)

Eragny

with the signature 'C. Pissarro' (lower right)

watercolour on paper

12.8 x 17.8cm (5 1/16 x 7in).

Executed in 1892

£8,000 - 12,000

€8,800 - 13,000

US\$9,700 - 14,000

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

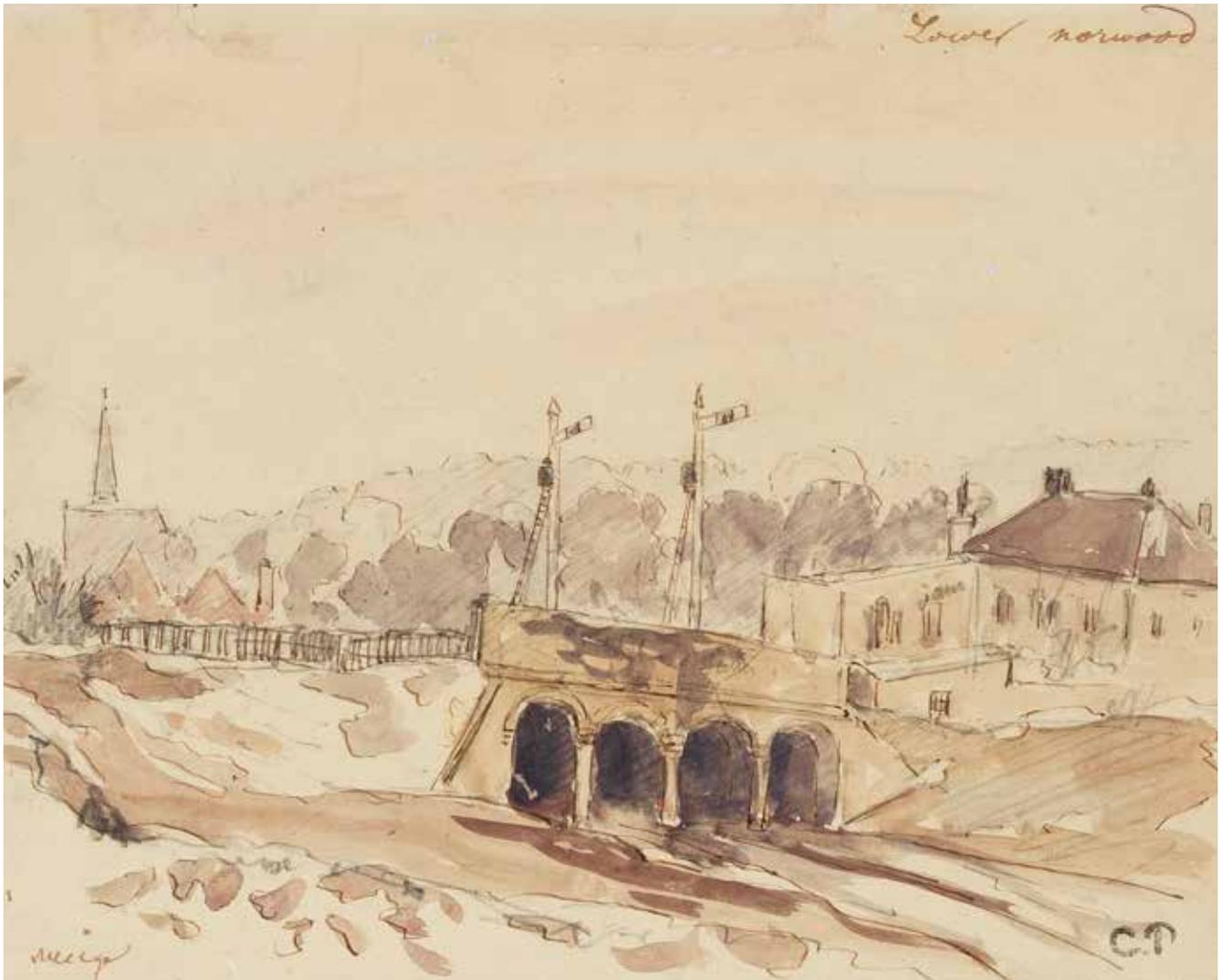
Provenance

(Possibly) Paul-Emile Pissarro Collection (by descent from the artist).

J.P.L. Fine Arts, London, no. PIS/59/1184/981.

Acquired from the above by the present owner in the 1980s.





PROPERTY FROM A PRIVATE LONDON COLLECTION

65

CAMILLE PISSARRO (1830-1903)

Le chemin de fer – Lower Norwood

stamped with the artist's initials 'C.P.' (lower right), inscribed 'neige' (lower left) and 'Lower Norwood' (upper right)

watercolour, pen, brown ink and pencil on paper

15.8 x 19.6cm (6 1/4 x 7 11/16in).

Executed circa 1870 - 1871

£4,000 - 6,000

€4,400 - 6,600

US\$4,800 - 7,200

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

Provenance

Private collection.

J.P.L. Fine Arts, London, no. PIS 133/1516.

Acquired from the above by the present owner in the 1980s.

Exhibited

London, The Barbican Art Gallery, *The Image of London*, 6 August - 18 October 1987.



PROPERTY FROM A PRIVATE LONDON COLLECTION

66

CAMILLE PISSARRO (1830-1903)

Paysage aux arbres

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

watercolour, pen, ink and pencil on paper

21 x 12.7cm (8 1/4 x 5in).

£6,000 - 8,000

€6,600 - 8,800

US\$7,200 - 9,700

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

Provenance

Anon. sale, Sotheby's, London, 25 February 1987, lot 11.

Acquired at the above sale by the present owner.

**PROPERTY FROM THE COLLECTION
OF THE LATE GUSTAV DELBANCO**

67

AUGUSTE RODIN (1840-1917)

Tête d'homme à une seule oreille

signed and numbered 'A. Rodin No. 3' (on the right side of the neck)
and inscribed with the foundry mark 'Georges Rudier.Fondeur.Paris.'
(on the left side of the neck)

bronze with black-brown patina with green accents

13.7cm (5 3/8in). high

Conceived circa 1885 – 1890, this bronze version cast in March 1963
by the Georges Rudier Foundry in an edition of 12 plus one for the
Musée Rodin Collection.

£5,000 - 7,000

€5,500 - 7,700

US\$6,000 - 8,500

This work will be included in the forthcoming Auguste Rodin *catalogue critique de l'oeuvre sculpté* currently being prepared by the Comité Auguste Rodin at Galerie Brame & Lorenceau under the direction of Jérôme Le Blay.

Provenance

Musée Rodin, Paris.

Roland, Browse & Delbanco, London (acquired from
the above in November 1963).

Gustav Delbanco Collection, London.

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

Exhibited

London, The Hayward Gallery, *Rodin: Sculpture and Drawings*,
24 January - 5 April 1970, no. 82.

London, Browse & Darby, *Edgar Degas 1834 - 1917 Auguste Rodin
1840 - 1917, Sculpture & Works on Paper*, 14 February - 16 March
2018, no. 11.

Literature

Exh. cat., *Rodin inconnu*, Paris, 1962 (another cast illustrated
pp. 82 - 83).

J. A. Schmoll-Eisenwerth, *Rodin-Studien, Persönlichkeit - Werke -
Wirkung - Bibliographie*, Munich, 1983 (another cast illustrated pp.
252, 257 & 266).

G. Götte & J.-A. B. Danzker (eds.), *Rainer Maria Rilke und die bildende
Kunst seiner Zeit*, exh. cat., Munich, 1996 (another cast illustrated p.
157).

A. E. Elsen, *Rodin's Art, The Rodin Collection of the Iris & B. Gerald
Cantor Center for Visual Arts at Stanford University*, New York, 2003
(plaster version illustrated pp. 478 - 479).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in
the Musée Rodin*, Vol. II, Paris, 2007, S. 638 (another cast illustrated
p. 678).





PROPERTY FROM A PRIVATE SWISS COLLECTION

68 * AR

MARIE LAURENCIN (1883-1956)

L'Espagnole à l'éventail

signed 'Marie Laurencin' (upper right)

watercolour, brush, India ink and pencil on paper

23.7 x 18.8cm (9 5/16 x 7 3/8in).

£8,000 - 12,000

€8,800 - 13,000

US\$9,700 - 14,000

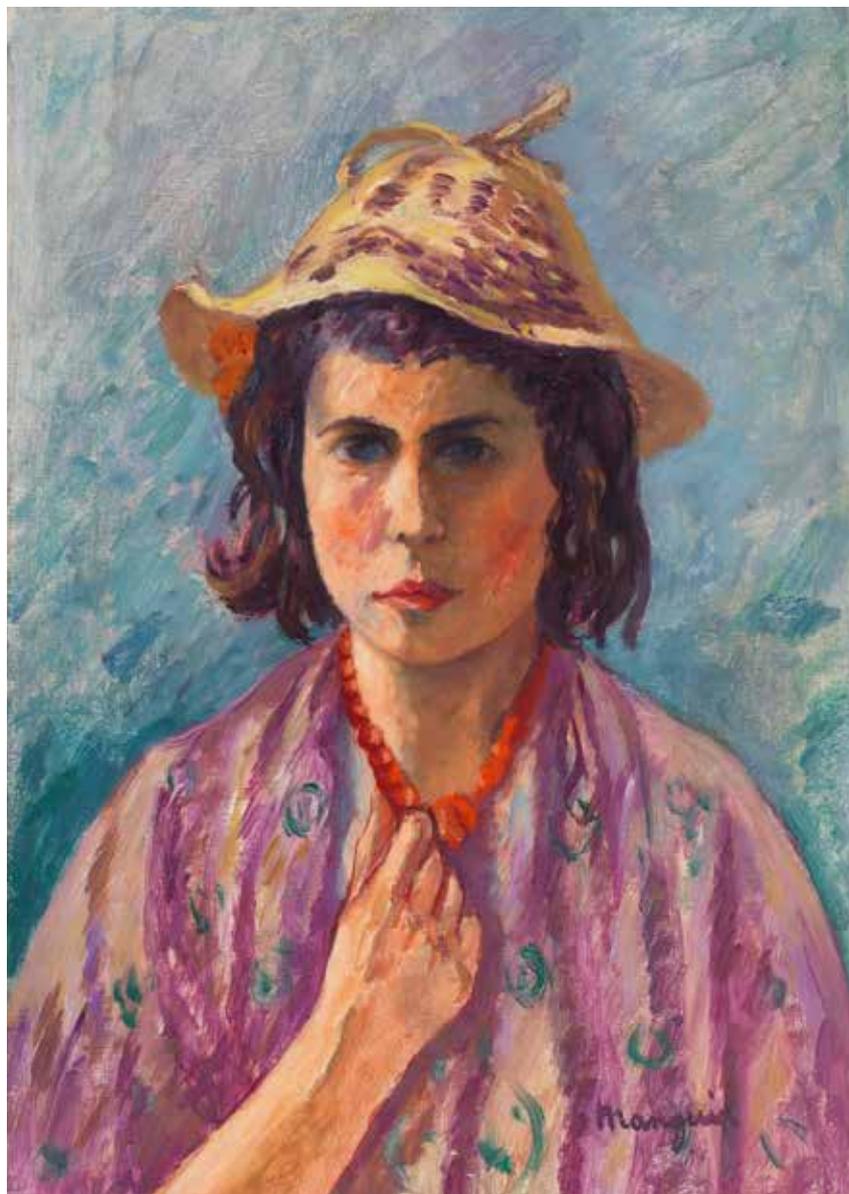
Provenance

Sacha Guitry Collection, Paris.

Galerie Paul Pétridès, Paris.

Private collection, Europe (acquired from the above in the 1970s);
their sale, Christie's, London, 24 June 2004, lot 350.

Acquired at the above sale by the present owner.



69 AR

HENRI MANGUIN (1874-1949)

Petite italienne

signed 'Manguin' (lower right)

oil on canvas

46 x 33.2cm (18 1/8 x 13 1/16in).

Painted in 1941

£8,000 - 12,000

€8,800 - 13,000

US\$9,700 - 14,000

Provenance

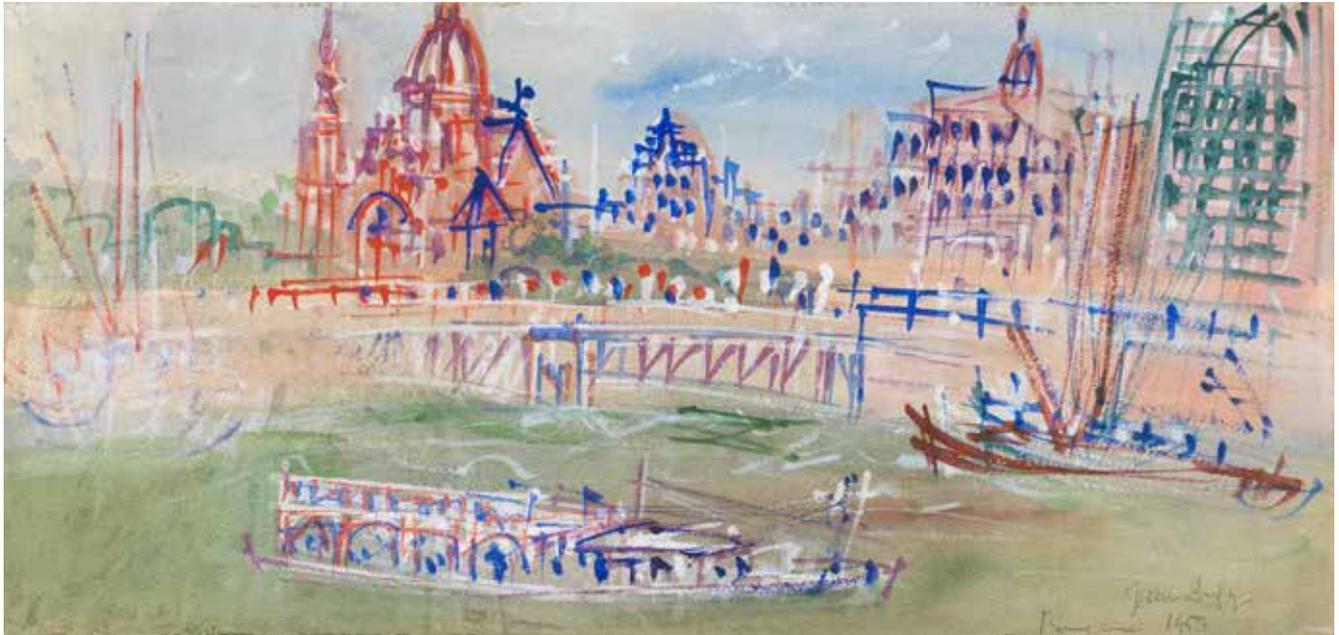
Madame Henri Manguin Collection, Saint-Tropez.
Private collection, France (1949); their sale, Maître Blache,
Versailles, 15 June 1988, lot 140.
Anon. sale, Collin du Bocage, Paris, 21 March 2006, lot 155.
Private collection.
Private collection, Germany.

Exhibited

Paris, Galerie O. Pétridès, *Exposition Manguin*, 7 - 28 May 1943,
no. 23.

Literature

L. & C. Manguin, *Henri Manguin, catalogue raisonné de l'oeuvre peint*,
Neuchâtel, 1980, no. 1145 (illustrated p. 357).



70 AR

JEAN DUFY (1888-1964)

Sans titre

signed, inscribed and dated 'Jean Dufy Bonne année 1953'
(lower right)

gouache and watercolour on paper

23.5 x 48.8cm (9 1/4 x 19 3/16in).

Executed in 1953

£8,000 - 12,000

€8,800 - 13,000

US\$9,700 - 14,000

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

Provenance

Private collection, Europe.



**PROPERTY FROM THE COLLECTION OF
SIR MICHAEL & LADY OPPENHEIMER**

71 *

RAOUL DUFY (1877-1953)

Couple sur un banc, Place d'Hyères

signed 'Raoul Dufy' (lower right)

gouache, watercolour and pencil on paper

50.1 x 65.5cm (19 3/4 x 25 13/16in).

Executed circa 1928

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

The authenticity of this work has kindly been confirmed by Madame Fanny Guillon-Laffaille. This work will be included in the forthcoming supplement to the Raoul Dufy *catalogue raisonné des aquarelles, gouaches et pastels*, currently being prepared.

Provenance

Lady Oppenheimer Collection, Jersey.

Thence by descent to the present owner.



72

JULIO GONZÁLEZ (1876-1942)

Barbe et moustache

signed, inscribed and numbered 'J. Gonzalez © 6/8' (left side) and inscribed with the foundry mark 'E. Godard Fondr' (right side)

bronze with brown patina

20.5cm (8 1/16in). high

Conceived circa 1933 - 1934. This bronze version cast by the Godard Foundry in an edition of 8 plus 3 additional casts: 0, 00 and EA.

£7,000 - 9,000

€7,700 - 9,900

US\$8,500 - 11,000

The authenticity of this work has kindly been confirmed by the Julio González Administration.

Provenance

The artist's estate.

Private collection, France.

Literature

J. Merkert (ed.), *Julio González, catalogue raisonné des sculptures*, Milan, 1987, no. 162 (another cast illustrated p. 171; foundry incorrectly listed as Valsuani).

T. Stooss & T. Bhattacharya-Stettler (eds.), *Julio González, Zeichnen im Raum*, exh. cat., Bern, 1997 (another cast illustrated p. 252).

Exh. cat., *Julio González (Barcelona, 1876 - Arcueil, 1942)*, Barcelona, 1999 (another cast illustrated p. 35).

Exh. cat., *Julio González*, Pamplona, 2001 (another cast illustrated p. 103).

L. Vinca Masini, *Grandi maestri, piccole sculture da Depero a Beverly Pepper*, exh. cat., Pistoia, 2013 (another cast illustrated p. 53).



PROPERTY FROM A PRIVATE LONDON COLLECTION

73 AR

PABLO PICASSO (1881-1973)

Tête de faune

signed, inscribed and dated 'Picasso 24.1.56. VIII' (on the reverse)
partially glazed and painted earthenware tile
20.5 x 20.5cm (8 1/16 x 8 1/16in).

Executed on 24 January 1956, this work is unique.

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 36,000

Provenance

Galerie Bonnier, Geneva, no. A828.

Galerie Louise Leiris, Paris, no. 06892.

Acquired from the above by the previous owner; their sale,
Sotheby's, Olympia, 26 October 2005, lot 236.

Acquired at the above sale by the present owner.

Literature

G. Ramié, *Céramique de Picasso*, Paris, 1974, no. 344
(illustrated p. 154).

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



74 AR

ANDRÉ DUNOYER DE SEGONZAC (1884-1974)

Nature morte avec un ananas

signed 'A. Dunoyer de Segonzac' (upper right)

watercolour, pen, brush and ink on paper

57 x 79.5cm (22 7/16 x 31 5/16in).

Executed circa 1925

£5,000 - 7,000

€5,500 - 7,700

US\$6,000 - 8,500

The authenticity of this work has kindly been confirmed by Madame Dragonette de Varine-Bohan.

Provenance

Sam Salz Inc., New York.

Private collection, New York.

Private collection, UK (acquired from the above).



PROPERTY OF AN IMPORTANT PRIVATE EUROPEAN COLLECTOR

75 AR

JEAN METZINGER (1883-1956)

Vase de fleurs, bananes et lettre

signed 'JMetzinger' (lower left)

oil on canvas

40.2 x 32.8cm (15 13/16 x 12 15/16in).

Painted circa 1923

£25,000 - 35,000

€28,000 - 39,000

US\$30,000 - 42,000

The authenticity of this work has been confirmed by the late Madame Bozena Nikiel.

Provenance

Anon. sale, Hôtel Rameau, Versailles, 18 March 1973, lot 65.
Private collection, Paris.

Anon. sale, Sotheby's, Paris, 28 May 2009, lot 62.
Acquired at the above sale by the present owner.



76 AR

ANDRÉ DERAÏN (1880-1954)

Paysage aux environs de Chatou

stamped with the artist's signature (lower right)

oil on canvas

38.3 x 61.3cm (15 1/16 x 24 1/8in).

Painted circa 1899

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

Lucien Gilbert Collection, Chatou.

Private collection (by 1992).

Private collection, Monaco.

Private collection, Toulon.

Literature

M. Kellermann, *André Derain, Catalogue raisonné de l'oeuvre peint*, Vol. I, 1895 - 1914, Paris, 1992, no. 10 (illustrated p. 9).



PROPERTY OF AN IMPORTANT PRIVATE EUROPEAN COLLECTOR

77 AR

ÉMILE OTHON FRIESZ (1879-1949)

Le port de Honfleur

signed 'E. Othon Friesz' (lower left)

oil on canvas

60.1 x 73.3cm (23 11/16 x 28 7/8in).

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 36,000

Provenance

Anon. sale, Christie's, Monaco, 3 May 1989, lot 176.

Anon. sale, Sotheby's, London, 25 June 2009, lot 288.

Acquired at the above sale by the present owner.

Literature

R. Martin & O. Aittouarès, *Émile Othon Friesz, L'oeuvre peint*, Paris, 1995, no. 191 (illustrated p. 102).



PROPERTY OF AN IMPORTANT PRIVATE EUROPEAN COLLECTOR

78 AR

CARLOS NADAL (1917-1998)

Village

signed, inscribed and dated 'Village Nadal 92' (on the reverse)

oil on canvas

54.2 x 65cm (21 5/16 x 25 9/16in).

Painted in 1992

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

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

Provenance

The Bruton Street Gallery, London, no. CN20.

Acquired from the above by the previous owner (1996); their sale, Christie's, New York, 14 February 2008, lot 75.

Acquired at the above sale by the present owner.



PROPERTY OF AN IMPORTANT PRIVATE EUROPEAN COLLECTOR

79 AR

CARLOS NADAL (1917-1998)

Collection particulière

signed 'Nadal' (lower right); signed, inscribed and dated 'Carlos Nadal. Collection Particulière. 1982' and stamped three times with the 'Atelier Carlos Nadal' stamp (on the reverse)

oil on card laid on canvas

54.5 x 65.6cm (21 7/16 x 25 13/16in).

Painted in 1982

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

Provenance

Acquired directly from the artist by the previous owner.

Exhibited

Harrogate & London, Duncalfe Galleries, *The Magic of Nadal*, 1988.

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

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.

Bonhams

AUCTIONEERS SINCE 1793



Post-War & Contemporary Art

New Bond Street, London | 3 October 2019

ENQUIRIES

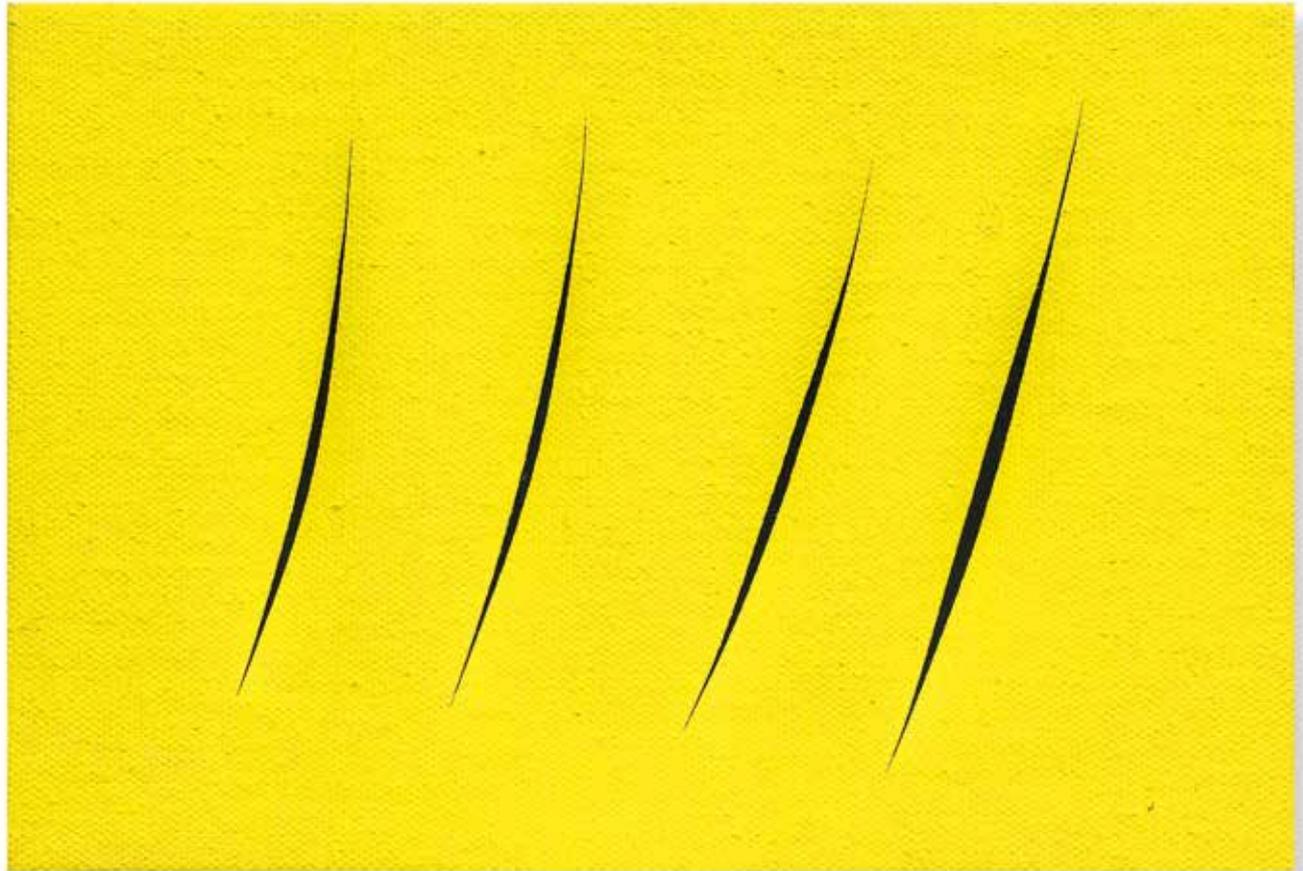
+44 (0) 20 7468 5837
giacomo.balsamo@bonhams.com
[bonhams.com/contemporary](https://www.bonhams.com/contemporary)

JEAN DUBUFFET (1901-1985)

Cafetière V, 1965
£500,000 - 700,000*

Bonhams

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Post-War & Contemporary Art

New Bond Street, London | 3 October 2019

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[bonhams.com/contemporary](https://www.bonhams.com/contemporary)

LUCIO FONTANA (1899-1968)

Concetto spaziale, Attese, 1960
£250,000 - 350,000*

Bonhams

AUCTIONEERS SINCE 1793



Call to Consign Impressionist & Modern Art

New York | 12 November 2019

ENQUIRIES

+1 (212) 644 9135

caitlyn.pickens@bonhams.com

[bonhams.com/impressionists](https://www.bonhams.com/impressionists)

AUGUSTE RODIN (1840-1917)

Faunesse Zoubaloff

bronze

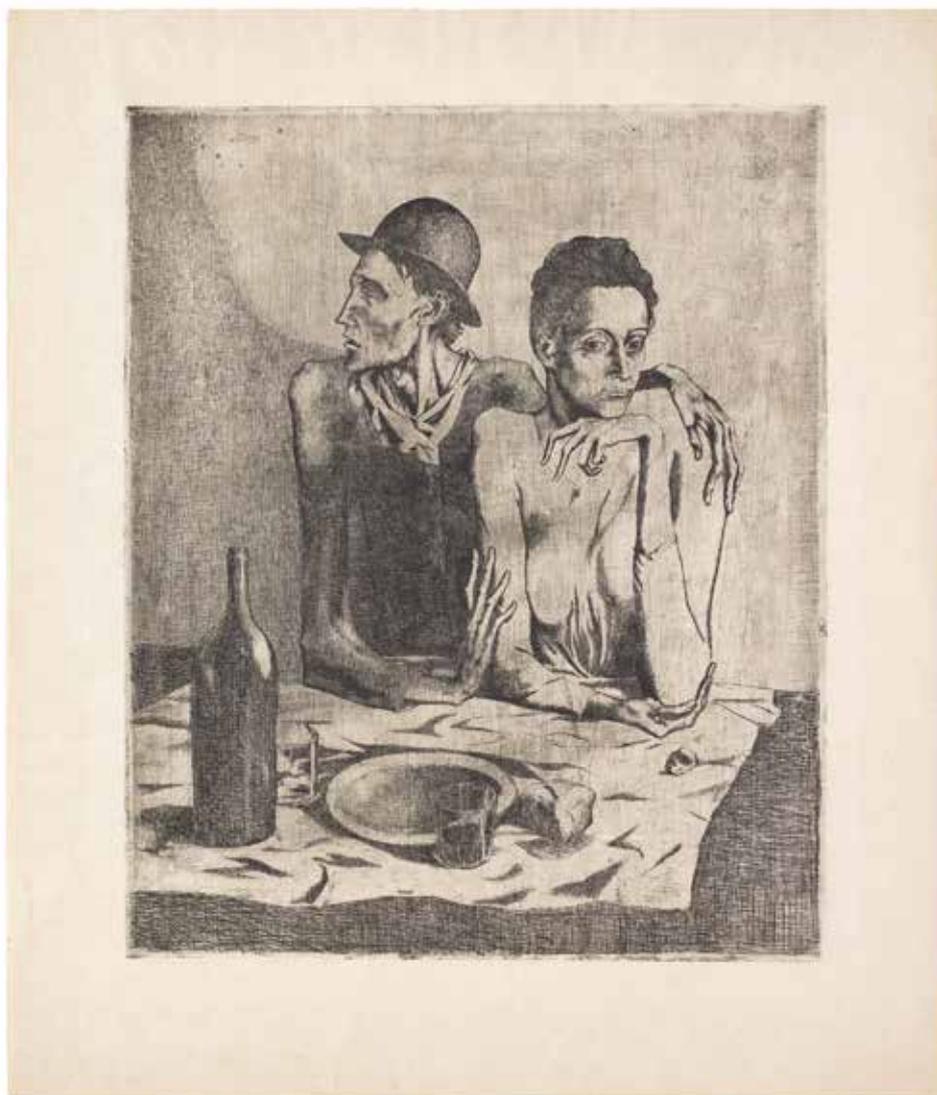
6 3/4 in (17.1 cm) (height)

Conceived in 1885 and cast before 1914

\$100,000 - 150,000

Bonhams

AUCTIONEERS SINCE 1793



Call to Consign Prints & Multiples

New Bond Street, London | 11 December 2019

CLOSING DATE FOR CONSIGNMENTS

11 October 2019

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Property from the Collection of John J. Studzinski CBE

PABLO PICASSO (SPANISH, 1881-1973)

Le Repas Frugal, from *La Suite des Saltimbanques*

etching with drypoint, 1904, a fine, atmospheric impression
from the deluxe edition of only 27 or 29 on laid Japan paper.

£120,000 - 180,000 *

Copyright & Acknowledgements

Front cover, lot 22

Léonard Tsuguharu Foujita (1886-1968)
Nu aux mains croisées
Painted in Paris in 1924
Artwork: © Fondation Foujita/
ADAGP, Paris and DACS, London 2019

Lot 2

Pablo Picasso (1881-1973)
Untitled, 1903.
Artwork: © Succession Picasso/
DACS, London 2019

Pablo Picasso (1881-1973)
The Ascetic, 1903
oil on canvas
The Barnes Foundation, USA.
Photo: © Bridgeman Images
Artwork: © Succession Picasso/
DACS, London 2019

Lot 3

Henri Matisse (1869-1954)
Corsican landscape with Olive Trees, 1898
oil on canvas
Pushkin Museum, Russia.
Photo: © Bridgeman Images
Artwork: © Succession H. Matisse/ DACS 2019

Henri Matisse (1869-1954)
Nature morte aux oranges, 1899
oil on canvas
Washington University, USA.
Photo: © Bridgeman Images
Artwork: © Succession H. Matisse/ DACS 2019

Lot 4

Rolf Mahrenholz (1902-1991)
Gustav Delbanco, 1970s
bromide print
Photographs Collection, National Portrait Gallery.
Photo: © National Portrait Gallery, London

Lot 8

Maurice de Vlaminck (1876-1958)
Still life with a fruit dish, 1905
oil on canvas
Private Collection.
Photo: © Bridgeman Images
Artwork: © ADAGP, Paris and DACS, London 2019

Paul Gauguin (1848-1903)
Still life with mangoes, c. 1891-96
oil on canvas
Private Collection.
Photo: © Heritage Images / Fine Art Images /
akg-images

Alexej Von Jawlensky (1864-1941)
Selbstbildnis, 1904
oil on canvas
Private Collection.
Photo: © akg-images

Alexej Von Jawlensky (1864-1941)
The Coast near Carantec, 1905-06
oil on card
Pinakothek der Moderne, Munich.
Photo: © Bridgeman Images

Lot 12

Conrad Felixmüller (1897-1977)
Self-portrait, 1923
oil on canvas
Private Collection.
Photo: © akg-images
Artwork: © DACS 2019

Lot 13

Sir Michael Ernest Sadler, photographed by
George Charles Beresford, 1914.
Photo: © The History Collection / Alamy Stock Photo

Lot 14

Marino Marini in his Milan studio, 1952.
Artwork: © DACS 2019

Marino Marini (1901-1980)
Gentiluomo a cavallo, 1937
bronze
Private Collection.
Photo: © Christie's Images / Bridgeman Images
Artwork: © DACS 2019

Jacques Louis David (1748-1825)
Napoleon Crossing the Alps, 1801
oil on canvas
Galerie im Belvedere, Vienna.
Photo: © akg-images / Nimatallah

Lot 22

Léonard Tsuguharu Foujita (1886-1968)
Youki, Goddess of the Snow, 1924
oil on canvas
Petit Palais, Switzerland.
Photo: © Bridgeman Images
Artwork: © Fondation Foujita / ADAGP,
Paris and DACS, London 2019

Hashiguchi Goyo (1880-1921)
The model Tomi after a bath, 1920.
Photo: © Pictures from History / Bridgeman Images

Jean Auguste Dominique Ingres (1780-1867)
Odalisque with a slave, 1839-40
oil on canvas
Fogg Art Museum, USA.
Photo: © Bridgeman Images

Foujita's wife, Youki, reclining on a
sofa with a cat, 1926
Atelier Frieda G. Riess.
Photo: © akg-images / ullstein bild

Dora Kallmus (1881-1963)
Léonard Tsuguharu Foujita, 1926
black and white photograph
Ullstein Bild Collection.
Photo: © akg-images / ullstein bild

Lot 24

František Kupka (1871-1957)
Disques de Newton, 1912
oil on canvas
Collection of the Philadelphia Museum of Art, USA.
Photo: © Bridgeman Images
Artwork: © ADAGP, Paris and DACS, London 2019

Lot 26 - 30

Karl Bodmer (1809-1893)
Pierre de Wissant nu en terre dans l'atelier, c. 1886
Musée Rodin, Paris.
Photo: © Musée Rodin

Auguste Rodin (1840-1917)
The Burghers of Calais, 1889
plaster
Musée Rodin, Paris.
Photo: © Bridgeman Images

Carlo Dolci (1616-1686)
Christ as the Man of Sorrows
oil
Private Collection.
Photo: © Christie's Images / Bridgeman Images

Stephen Haweis (1878-1969) &
Henry Coles (1875-?)
Jean d'Aire, Jean de Fiennes et Pierre de Wissant,
1903-04
Musée Rodin, Paris.
Photo: © Musée Rodin

Lot 41

Giacomo Balla and his wife Elisa in 1918.
Artwork: © DACS 2019

Giacomo Balla (1871-1958)
Dissolvimento autunnale, 1918
oil on canvas
Massimo Carpi Collection, Rome.
Artwork: © DACS 2019

Giacomo Balla (1871-1958)
Espansione di primavera, 1918
oil on canvas
Museo del Novecento, Milan.
Artwork: © DACS 2019

Giacomo Balla (1871-1958)
Estate, 1918
oil on canvas
Private Collection.
Artwork: © DACS 2019

Lot 52

Man Ray (1890-1976)
Ruth Ford, 1943.
Artwork: Man Ray 2015 Trust / ADAGP,
Paris and DACS, London

NOTICE TO BIDDERS

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

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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.

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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*.

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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* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We 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*).

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *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 restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations

and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with 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's* 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's Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

| | | | | | |
|----------|--|----------|---|----------|--|
| 4 | FITNESS FOR PURPOSE AND SATISFACTORY QUALITY | 7.2 | The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> . | 8.1.8 | to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds; |
| 4.1 | The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose. | 7.3 | You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers' Agreement</i> set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction. | 8.1.9 | to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and |
| 4.2 | The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose. | 7.4 | You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements. | 8.1.10 | so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you. |
| 5 | RISK, PROPERTY AND TITLE | 5.1 | Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it. | 7.5 | 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> . |
| 5.2 | Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until: (i) the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to and received in cleared funds by <i>Bonhams</i> , and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue. | 7.6 | You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand. | 8.2 | You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you. |
| 6 | PAYMENT | 8 | FAILURE TO PAY FOR THE LOT | 8.3 | On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf. |
| 6.1 | Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> . | 8.1 | If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> , the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise): | 9 | THE SELLER'S LIABILITY |
| 6.2 | Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay in full any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below. | 8.1.1 | to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract; | 9.1 | The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> . |
| 7 | COLLECTION OF THE LOT | 8.1.2 | to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell; | 9.2 | Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise. |
| 7.1 | Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when: (i) <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue. | 8.1.3 | to retain possession of the <i>Lot</i> ; | 9.3 | Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> , |
| | | 8.1.4 | to remove and store the <i>Lot</i> at your expense; | 9.3.1 | the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ; |
| | | 8.1.5 | to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract; | | |
| | | 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 <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof; | | |

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|-----------|--|---|---|----------|---|
| 9.3.2 | the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise; | 10.5 | 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 |
| | | 10.6 | References in the <i>Contract for Sale to Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents and to any subsidiary of <i>Bonhams Holdings Limited</i> 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. |
| 9.3.3 | in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise. | 10.7 | The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation. | | |
| | | 10.8 | In the <i>Contract for Sale</i> "including" means "including, without limitation". | 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 <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> 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 <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</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. | | |
| | | 10.10 | Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> . | 1.4 | We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal. |
| | | 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 | Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations: |
| 9.4 | Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the <i>Occupiers Liability Act 1957</i> , or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law. | 10.12 | Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of <i>Contracts (Rights of Third Parties) Act 1999</i> , which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law. | 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; |
| | | | | 1.5.2 | subject to any power of the <i>Seller</i> 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 <i>Seller</i> and following completion of our enquiries pursuant to paragraph 3.11; |
| | | | | 1.5.3 | we will provide guarantees in the terms set out in paragraphs 9 and 10. |
| | | | | 1.6 | We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, <i>Guarantee</i> , 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 <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , 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 <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> . |
| 10 | MISCELLANEOUS | 11 | GOVERNING LAW | | |
| | | | All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place. | | |
| 10.1 | You may not assign either the benefit or burden of the <i>Contract for Sale</i> . | | | | |
| 10.2 | The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> . | | | | |
| 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. | | | | |
| 10.4 | Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period. | | | | |
| | | APPENDIX 2 | | 2 | PERFORMANCE OF THE CONTRACT FOR SALE |
| | | BUYER'S AGREEMENT WITH BONHAMS | | | You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> . |
| | | 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 | PAYMENT AND BUYER WARRANTIES |
| | | | | 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> ; |

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|---|---|---|
| <p>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</p> <p>3.1.3 if the <i>Lot</i> is marked [AF], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with <i>VAT</i> 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>.</p> <p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p> <p>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.</p> <p>3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to <i>VAT</i> at the appropriate rate and <i>VAT</i> will be payable by you on all such sums.</p> <p>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 <i>VAT</i> and any interest earned and/or incurred until payment to the <i>Seller</i>.</p> <p>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.</p> <p>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 <i>Bonhams</i>.</p> <p>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:</p> <p>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</p> <p>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.</p> <p>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.</p> <p>3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:</p> <p>3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;</p> <p>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;</p> | <p>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;</p> <p>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</p> <p>3.10.5 that you consent to <i>Bonhams</i> 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.</p> <p>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.</p> | <p>charges due under the <i>Storage Contract</i>.</p> <p>4.7 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>.</p> <p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p> |
| | <p>4 COLLECTION OF THE LOT</p> <p>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.</p> <p>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>.</p> <p>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>.</p> <p>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 "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> 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 <i>VAT</i> 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>.</p> <p>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>.</p> <p>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's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all</p> | <p>5 STORING THE LOT</p> <p>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 <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p> <p>6 RESPONSIBILITY FOR THE LOT</p> <p>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.</p> <p>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>.</p> <p>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <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>):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the <i>Lot</i>;</p> <p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p> <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p> |

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| 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 <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may: | 9.5 | If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <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 <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> . |
| 7.1.12 | having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , 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 <i>Seller</i> 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 restitutionary 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 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

"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 repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"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 "indemnity" is construed accordingly.

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

19th Century Paintings

London
Charles O' Brien
+44 20 7468 8360
New York
Madalina Lazen
+1 212 644 9108

20th Century British Art

London
Matthew Bradbury
+44 20 7468 8295

20th Century Fine Art

San Francisco
Sonja Moro
+1 415 694 9002

Aboriginal Art

Australia
Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

Los Angeles
Fredric W. Backlar
+1 323 436 5416 •

American Paintings

New York
Jennifer Jacobsen
+1 917 206 1699

Antiquities

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Francesca Hickin
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Antique Arms & Armour

London
David Williams
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Art Collections, Estates & Valuations

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Sherri Cohen
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Los Angeles
Leslie Wright
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Joseph Francaviglia
+1 323 436 5443
Lydia Ganley
+1 323 436 4496
San Francisco
Victoria Richardson
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Celeste Smith
+1 415 503 3214

Australian Art

Australia
Merryn Schriever
+61 2 8412 2222 Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+61 2 8412 2222

Books, Maps & Manuscripts

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Matthew Haley
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New York
Ian Ehling
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Darren Sutherland
+1 212 461 6531
Los Angeles
Catherine Williamson
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San Francisco
Adam Stackhouse
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British & European Glass

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British Ceramics

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California & Western Paintings & Sculpture

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Kathy Wong
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San Francisco
Aaron Bastian
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Chinese & Asian Art

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Rosangela Assennato
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Edinburgh
Ian Glennie
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New York
Bruce MacLaren
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Los Angeles
Rachel Du
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Yvett Klein
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New York
Jonathan Snellenburg
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Coins & Medals

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Los Angeles
Paul Song
+1 323 436 5455

Entertainment Memorabilia

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Los Angeles
Catherine Williamson
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Dana Hawkes
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European Ceramics

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European Paintings

London
Charles O' Brien
+44 20 7468 8360
New York
Madalina Lazen
+1 212 644 9108
Los Angeles
Rocco Rich
+1 323 436 5410

European Sculptures & Works of Art

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Furniture and Decorative Art

London
Thomas Moore
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Los Angeles
Angela Past
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Anna Hicks
+1 323 436 5463
San Francisco
Jeffrey Smith
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Greek Art

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Anastasia Orfanidou
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Golf Sporting Memorabilia

Edinburgh
Kevin McGimpsey
Hamish Wilson
+44 131 240 0916

Irish Art

London
Penny Day
+44 20 7468 8366

Impressionist & Modern Art

London
India Phillips
+44 20 7468 8328
New York
Caitlyn Pickens
+1 212 644 9135
Los Angeles
Kathy Wong
+1 323 436 5415

Indian, Himalayan & Southeast Asian Art

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Edward Wilkinson
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New York
Mark Rasmussen
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Islamic & Indian Art

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Oliver White
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Japanese Art

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Suzannah Yip
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New York
Jeff Olson
+1 212 461 6516

Jewellery

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Jean Ghika
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Emily Barber
+44 20 7468 8284
New York
Brett O'Connor
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Caroline Morrissey
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Camille Barbier
+1 212 644 9035
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Emily Waterfall
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Hong Kong
Paul Redmayne
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Marine Art

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Mechanical Music

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Jon Baddeley
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**Modern & Contemporary
African Art**

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Giles Peppiatt
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New York
Hayley Grundy
+1 917 206 1624

Modern & Contemporary**Middle Eastern Art**

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Modern & Contemporary**South Asian Art**

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Modern Decorative**Art + Design**

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New York
Benjamin Walker
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Dan Tolson
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Los Angeles
Jason Stein
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Motor Cars

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+44 20 7468 5804
New York
Rupert Banner
+1 212 461 6515
Eric Minoff
1 917 206 1630
Evan Ide
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Los Angeles
Jakob Greisen
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Michael Caimano
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