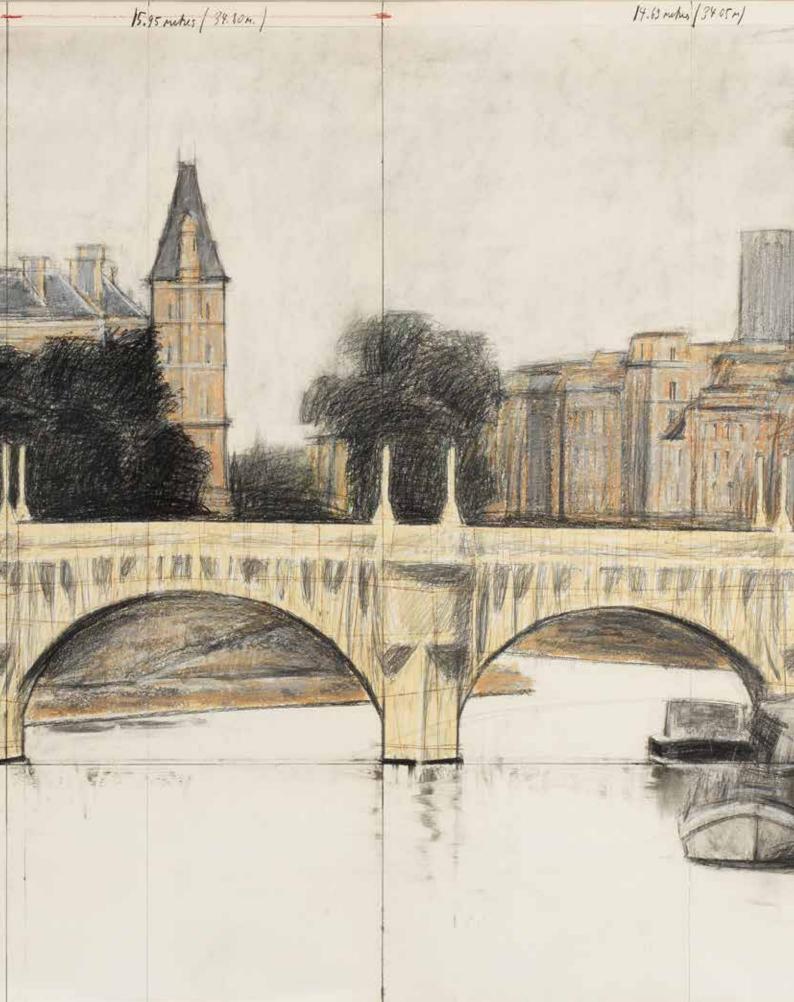
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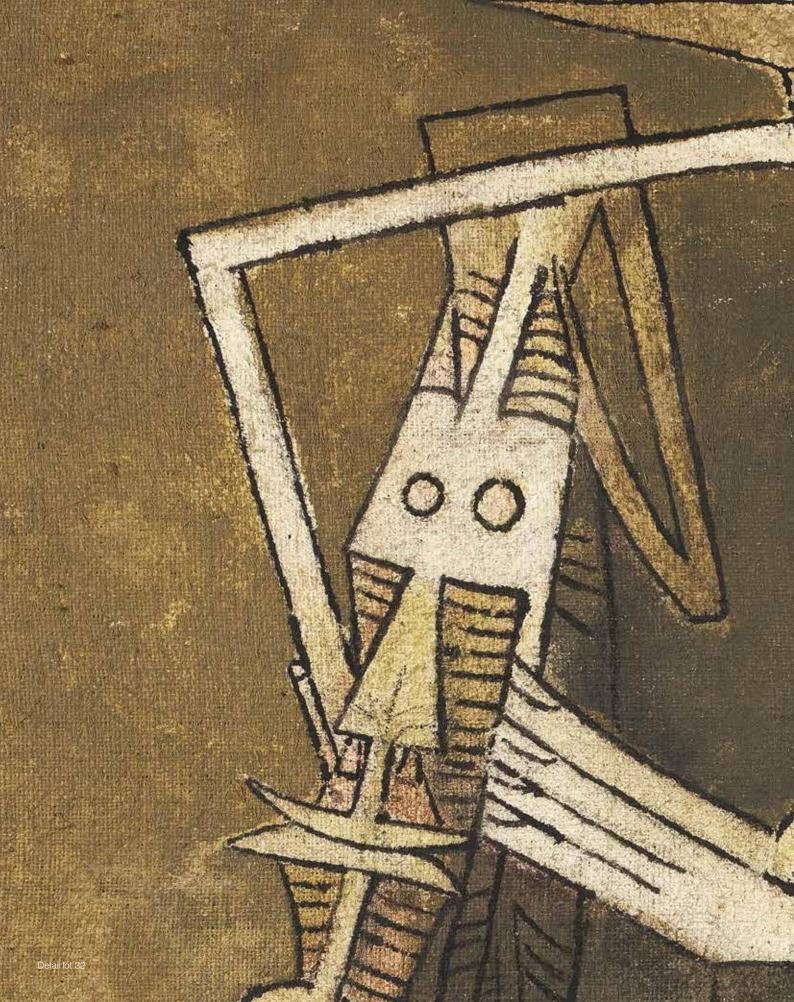
# Post-War & Contemporary Art















# Post-War & Contemporary Art

New Bond Street, London I Thursday 12 March 2020 at 4pm

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To arrange a collection time please send a booking email to collections@cadogantate.com or telephone call to +44 (0)800 988 6100 to unsure lots are ready at time of collection.

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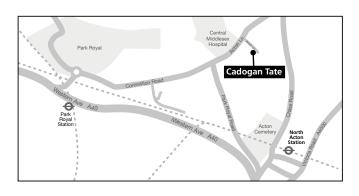
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(Telephone to ascertain amount due) by: cash, credit or debit card

Payment at time of collection by: Cash, credit or debit card





#### **MARCIA HAFIF (1929-2018)**

#196 1968

signed and dated 1968 on the overlap, signed and dated 1968 on the stretcher acrylic and lacquer on canvas

100 by 100 cm. 39 3/8 by 39 3/8 in.

£18,000 - 25,000 US\$23,000 - 32,000 €21,000 - 30,000

#### Provenance

Marisa Volpi Orlandini Collection, Rome Private Collection, Rome (by descent from the above) Acquired directly from the above by the present owner

#### Literature

Éric de Chassev, Marcia Hafif - La période romaine / Italian Paintings, 1961-1969 précédé d'un entretien avec l'artiste, Geneva 2010, p. 125, no. 196, illustrated in black and white

Formerly in the collection of esteemed curator and art historian Marisa Volpi Orlandini, Marcia Hafif's #196 is a masterfully simple, vivid painting that demonstrates the American artist's ties to Pop Art and Minimalism. Characterised by a melodious enamel surface over a seething, crisp underpainting, #196 is an exemplary work from Hafif's Roman period that saw her engage directly with the surface, exacting forms and colour.

Resident in Rome between 1961 and 1969, #196 is from an instrumental passage in Hafif's career that would establish the timbre of her investigations into, what she called, "Pop-Minimal" painting. Of the 210 paintings she produced over the course of the decade, only half of them survive, making them still more rare and significant. In the present work Hafif's nuanced synthesis of pop colours and minimal structures produces a superbly chic canvas, boasting an erudition and confidence of a consummate master of geometric painting.

Born in 1929 in Pomona, California, Hafif closely studied the art of the Italian Renaissance, captivated by the sumptuous panels and frescoes of Fra Angelico. Introduced to collectors and curators including Volpi Orlandini during her tenure in Rome, she was quickly recognised for her talent and significance as an artist at the forefront of the painterly avant-garde of the 1960s, aligning herself with Italian Pop as well as with artist Francesco Lo Savio who was himself a pivotal influence and precursor to American Minimalism. Returning to New York in 1971, she garnered attention for her monochromatic paintings that were a continuation of her earlier Roman works, culminating in her inclusion in Abstract Painting: 1960-69 in 1983 at the P.S.1. Museum, New York, alongside the likes of Brice Marden, Robert Ryman, and Agnes Martin.

Across an oeuvre that has been overlooked and considerably undervalued, Hafif has proven herself to be one of the most serious minimalist painters and theoreticians, consistently pushing the significance of the materiality and synesthetic affects of paint. Writing in Artforum in 1978, she commented: "The options open to painting in the recent past appeared to be extremely limited. [...] we may be ready to enter still another phase of abstraction, a synthetic period" (Marcia Hafif, 'Beginning Again', Artforum, September 1978, No. 17, Vol. 1, online).

In the present work, the canvas ebbs and flows under a radiant orange hue, abutted by a sine wave of marine blue enamel. A painting that demonstrates all the subtlety and skill of a refined master drawing upon the palettes of Pop Art and the aesthetics of Minimalism, #196 is a fresh to market work of exceptional provenance by an artist whose career is overdue an institutional and market reassessment.



2 \*

#### **KEITH HARING (1958-1990)**

Dog 1986

signed, dated 86 and numbered 8/10 on a label affixed to the reverse enamel and silkscreen on plywood

128 by 96 by 4 cm. 50 3/8 by 37 13/16 by 1 9/16 in.

This work is number 8 from an overall edition of 35, consisting of 15 white on black, 10 black on yellow, 10 red on black, 7 artist's proofs and 3 unique colour variant trial proofs.

£200,000 - 300,000 US\$260,000 - 390,000 €240,000 - 360,000

#### Provenance

Edition Schellmann, Munich - New York Private Collection, Switzerland

#### Literature

Jörg Schellmann, Edition Schellmann 1969-1989, Munich 1989, p. 137, another example illustrated in colour Jörg Schellmann, Forty Are Better Than One, Munich 2009, p. 143, another example illustrated in colour





Dog from 1986 is a guintessential and powerful work by Keith Haring. A pioneer of the Contemporary Art world, Keith Haring's work would go on to redefine art as we know it. Working alongside artworld giants such as Andy Warhol and Jean-Michel Basquiat, Haring sought to break down the barriers between high and low culture, creating a whole new vocabulary of symbols, one that would become synonymous with the visual culture of the latter half of the twentieth century. Executed in 1986, Dog is boldly demonstrative of the artist's unique vocabulary and more specifically his most recognisable motif, the barking dog.

Addressing highly controversial and taboo subjects, Haring didn't shy away from uncomfortable truths surrounding social injustice, AIDS, the drug crisis and racism, which he depicted using his unique iconography. Embedded in the fast and decadent culture of 1980s New York, Haring's work mimicked the city's own convergence of high and low culture, bringing together the creative principles of graffiti, semiotics and the art historical canon. By elevating primitive stick figures and cartoon characters to the same level as high art, Haring sought to democratise art, championing the individual and standing up for the oppressed.

Based on a keen awareness of how pictures can serve a similar function to words, Haring was impressed early on by the hieroglyphic writings of the ancient Egyptians. In the present work, the plywood has been cut to the shape of a dog, reminiscent of the Egyptian deity, Anubis. Half-human, half-jackal, Anubis, god of the underworld, would lead your soul to the afterlife.

Describing his work, Haring stated "I was thinking about these images as symbols, as a vocabulary of things. In one a dog's being worshiped by these people. In another one the dog is being zapped by a flying saucer. Suddenly it made sense to draw on the street, because I had something to say. I made this person crawling on all fours, which evolved into the 'baby.' And there was an animal being, which now has evolved into the dog. They really were representational of human and animal. In different combinations they were the difference between human power and the power of animal instinct" (the artist in an interview with David Sheff, 'Keith Haring: Just Say Know', www.rollingstone.com, 10 August 1989).

The barking dog is one of Haring's trademark picture-words, with Anubis standing in for its most macabre iteration: death. Visually assertive, the bright yellow paint used in conjunction with the shine of the black silkscreen ink in the present work acts as a warning sign, while the X-branded men, television sets and transgressive images of men and dogs emphasise the animal instinct in each of us. The dizzying frenzy of the work's interior filled with dozens of Haring's picture-words, create a fluid sentence moving through the crawling baby in the lower left foot – the emblem of a positive future – through to anthropomorphic dogs dancing on top of men - playing into Egyptian conceptions of life and death as well as Christian notions of the 'dance of the dead'. Scattered throughout are human targets branded by the letter X, including one involved in explicit liaisons with a dog in the foot of the right leg and another at the very top, the winged man or angel - symbol of death but also of the battle of good against evil - rides a dog, the X sealing their fates. These symbols would have deeply resonated with those living through the AIDS epidemic sweeping through New York City. As a gay man, Haring's life and work were entrenched in this community, becoming a huge advocate for AIDS activism. In 1989 following his own fateful diagnosis he would go on to found the Keith Haring Foundation which would provide funding for AIDS organisations and children's programmes. Keith haring died in New York City on 16 February 1990 at the age of 31.

During his short ten-year career, Haring managed to produce some of the most iconic and universally recognisable images of the late Twentieth century, producing work that would go onto influence a generation of artists. Through the work of the Keith Haring foundation, Haring's work has been recognised across major galleries and institutions worldwide and can be found in the collections of the Whitney Museum of Art, Washington, LACMA, Art institute of Chicago, the Ludwig Museum, Cologne and the Stedlijk Museum, Amsterdam including a recent major retrospective at the Tate Liverpool, currently on view at the BOZAR in Brussels.

#### **ROBERT RAUSCHENBERG (1925-2008)** STOA 1980

signed and dated 80 solvent transfer, fabric and acylic on paper

80 by 58 cm. 31 1/2 by 22 13/16 in.

£35,000 - 45,000 US\$45,000 - 58,000 €42,000 - 53,000

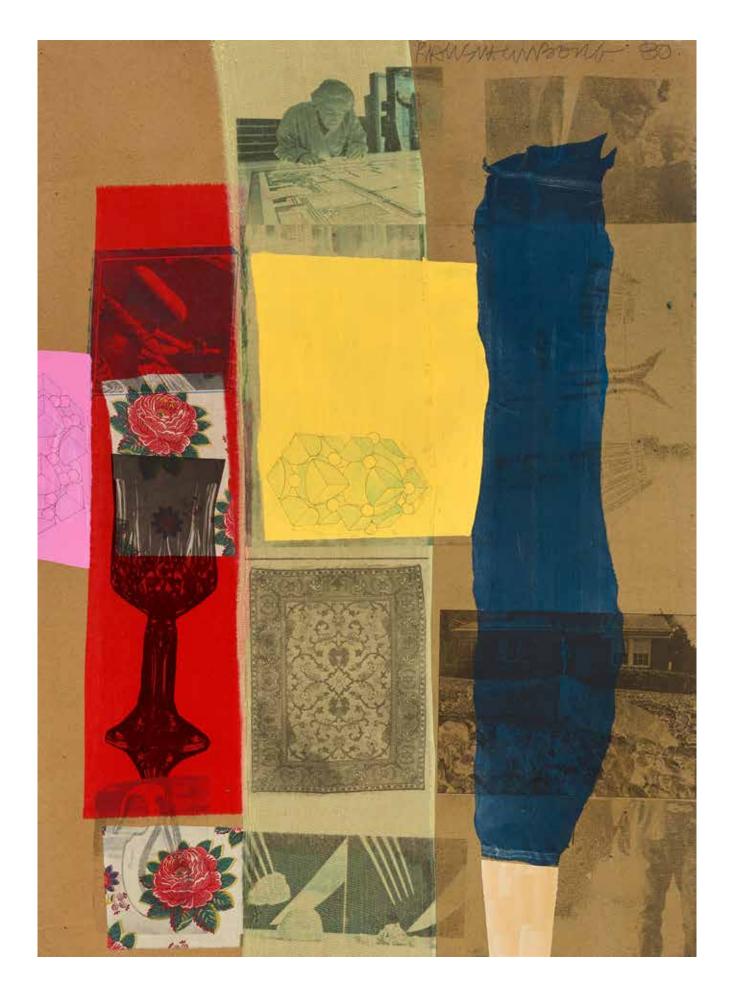
This work is registered in the archives of the Robert Rauschenberg Foundation, New York, under RRF#80.D008.

#### Provenance

Ace Gallery, Los Angeles Private Collection, Vancouver Waddington Galleries, London (B16992) Private Collection, USA Private Collection, USA (by descent from the above) Acquired directly from the above by the present owner

#### Exhibited

Los Angeles, Ace Gallery, Three of the Cloisters Series, 1980



4 \* AR

#### **BERNARD FRIZE (B. 1949)**

Insulaire W 2004

signed, titled, dated 2004 and numbered 2004 71 on the overlap oil on canvas

152 by 130.5 cm. 59 13/16 by 51 3/8 in.

£30,000 - 50,000 US\$39,000 - 65,000 €36,000 - 59,000

#### Provenance

Dirimart, Istanbul Acquired directly from the above by the present owner

#### Exhibited

Brandts, Kunsthallen Brandts, Bernard Frize: Fat Paintings, 2007-2008, pp. 18-19, 20-21, 46 and 84, illustrated in colour Istanbul, Dirimart, Surface and Beyond, 2016

Jean-Pierre Criqui and Suzanne Hudson, Bernard Frize, Grenoble 2014, p. 109, illustrated in colour (installation view)



5 AR TP

#### **YAN PEI-MING (B. 1960)**

Paysage International, retour sur le lieu du crime 003

signed in Pinyin, signed in Chinese, titled and dated 1999 on the reverse oil on canvas

180 by 300.5 cm. 70 7/8 by 118 5/16 in.

£18.000 - 25.000 US\$23,000 - 32,000 €21,000 - 30,000

#### Provenance

Bernier/Eliades, Athens Acquired directly from the above by the present owner in 1999

Athens, Bernier/Eliades, Yan Pei-Ming, 1999, no. 4

#### Literature

Francesco Bonami, Yan Pei-Ming, New York 2017, p. 104, illustrated in colour

With works held in the collections of the world's most prominent institutions including the Centre Georges Pompidou, Paris and the National Museum of Modern Art, Tokyo, Yan Pei-Ming's career has soared since his beginnings creating propaganda frescoes idealizing popular heroes of the Cultural Revolution. In 1980 the artist left for France, where he would develop his signature style of over-sized portraits and anonymous landscapes in palettes of black, white and red. Recognized today as one of China's most important contemporary artists, his work is currently being celebrated in a landmark exhibition at the Petit Palais, Paris.

Impressive in scale and reproduced in Francesco Bonami's monumental monograph on the artist, Paysage International, retour sur le lieu du crime 003 depicts an impenetrable blackened scene, one that is both everywhere and nowhere; a disquieting image that is further compounded by the work's title. As described by the artist, "if you paint a landscape, often it is seductive. "Yes, this is a pretty landscape." If you title it "Lieu du Crime" [Scene of the crime], however, something happens.

It's as if you are walking down the street and someone says to you, "A man was killed here a while ago." Suddenly the place acquires a history." (the artist in: 'Chinese Kungfu: Fabian Stech, interview with Yan Pei-Ming, 'in Yan Pei-Ming, Execution, Dijon 2006, p.43). The image becomes emotionally charged, compelling the viewer to assign personal meaning to it.

Oscillating between gestural representation and abstraction, his singularity of subject matter in conjunction with his use of infinite tautology impresses upon his works' collective character. A timeless beauty, the anonymity of the landscape becomes steeped with meaning, visible not only in the title but in the artist's subtle use of textures, revealing a tactile and layered surface. Executed with both speed and precision and without the use of sketches, Yan Pei-Ming's work only seeks to reinforce the importance of the gesture and ultimately the act of painting itself.





## Two important works by

## Christo

Lots 6 - 7 —

Over the course of one of the most enchanting and beloved artistic careers - famed for producing some of the greatest monumental and dramatic works of public sculpture to ever be realised - American artist Christo and his wife Jeanne-Claude have redefined the notion of public sculpture, bringing their 'wrapped' projects to cities including Berlin, Chicago, Milan, and Paris. Presented here are two sterling examples of Christo's preparatory artworks for The Pont Neuf Wrapped and The Umbrellas, each project realised in 1985 and 1991 respectively. Internationally lauded and collected by museums that include the Art Institute of Chicago, the Cleveland Museum of Art, USA, and the Tate collection, London, the Centre Pompidou in Paris will play host to a major retrospective of Christo and Jeanne-Claude, opening in March 2020, before presenting one of their most significant and highly anticipated wrapped monuments in September; covering the Arc de Triomphe in Paris with 25,000 square meters of fabric for a period of 16 days.

Contemplative and beautiful, Christo's practice emerged from the Nouveau Réalisme movement in Paris in the early 1960s alongside artists including Yves Klein and Jean Tinguely. Having fled the Eastern Bloc, escaping from Czechoslovakia to Vienna in 1957 before making his way to the French capital, the artist found his quintessential style early on, wrapping cans, bottles, shoes, and chairs in his Paris attic studio, before meeting his lifelong collaborator and wife Jeanne-Claude in 1958.

Offered for sale are two preparatory renderings of a pair of enormously complex projects Christo and Jeanne-Claude would undertake years after their conception. The Pont Neuf Wrapped (Project For Paris) (1979) - one of the largest Christo works of this subject to ever come to market - and The Umbrellas (Joint project for Japan and USA) (1990) illustrate the extravagant conceptual mind that has made Christo and Jeanne-Claude two of the most celebrated and admired creative visionaries of the last half century.

The Pont-Neuf bridge was first completed in July 1606 and is the oldest bridge crossing the river Seine in the French capital. An icon of Paris, joining the left and right banks and the Île de la Cité for over 400 years, it has been immortalised in paint by J.M.W. Turner, Pierre-Auguste Renoir, and Camille Pissarro alike. Joining such a canon of artists to tackle this historical site, the present work by the artist is a rare, large-scale, two-part study for the

proposed project that took ten years of negotiations and two rejections before it was finally executed in 1985. Turning one of the most important pieces of architecture in Paris into a uniform facade of folds and bindings, Christo and Jeanne-Claude drew attention to the history, the design, and the mythology of the 'City of Light', highlighting the building blocks of a culture and a nation; appreciating them by veiling them. Documenting the ephemeral, 14-day event, the energetic diptych, The Pont Neuf Wrapped (Project For Paris), depicts a charming blend of studied, expressive and technical marks, combined with notes and comments by the artist's hand, capturing the committed and all-encompassing approach to what would become one of the duo's most iconic wrapped monuments.

A thought-provoking and more politically weighted piece, The Umbrellas (Joint project for Japan and USA) depicts one of Christo and Jeanne-Claude's most elaborate and poignant works of public sculpture, ambitiously constructed between two continents either side of the Pacific Ocean in 1991. From 9th October that year for 18 days, 3100 oversized umbrellas standing at little over 6 meters high, divided between two valleys in Japan and California, USA, were opened and stood silently and proudly as objects that sheltered and mirrored one another across nations that had previously known intolerable war against one another. Often rebutting the political or historical reading of their work, the couple's temporary monuments nonetheless consistently nudge a reading of them as being bound to their sites and their shapes, drawing attention to their location and social currency. In the present work, Christo's Japanese umbrellas dance through the valley of the Sato River, wonderfully depicted in vivid hues of green and blue, inscribed exuberantly in pencil on paper, alongside a technical map of the lowland in the Prefecture of Ibaraki.

As much technical drawings as they are visions of a project to-be, the two diptychs by Christo offered here are superlative examples of the artists' fleeting monumental projects and their lasting preparatory studies. Works of art in their own right, they stand as exquisite landscapes that chart the magnificent and provocative impact Christo and Jeanne-Claude have had, not just as great sculptors, but as an artist-duo who have made history and culture their very medium.

6 \* AR

#### **CHRISTO (B. 1935)**

The Pont Neuf Wrapped (Project For Paris), in two parts

signed, titled and dated 1979 on the upper panel; variously inscribed on the reverse of each panel pastel, wax crayon, charcoal, graphite and printed paper on card laid on board, in a Perspex frame

Upper Panel: 38 by 244 cm.

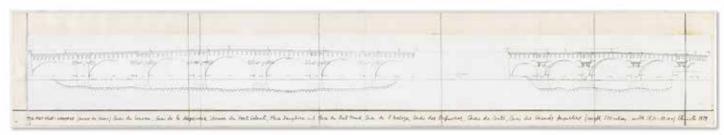
14 15/16 by 96 1/16 in.

Lower Panel: 107 by 244 cm. 42 1/8 by 96 1/16 in.

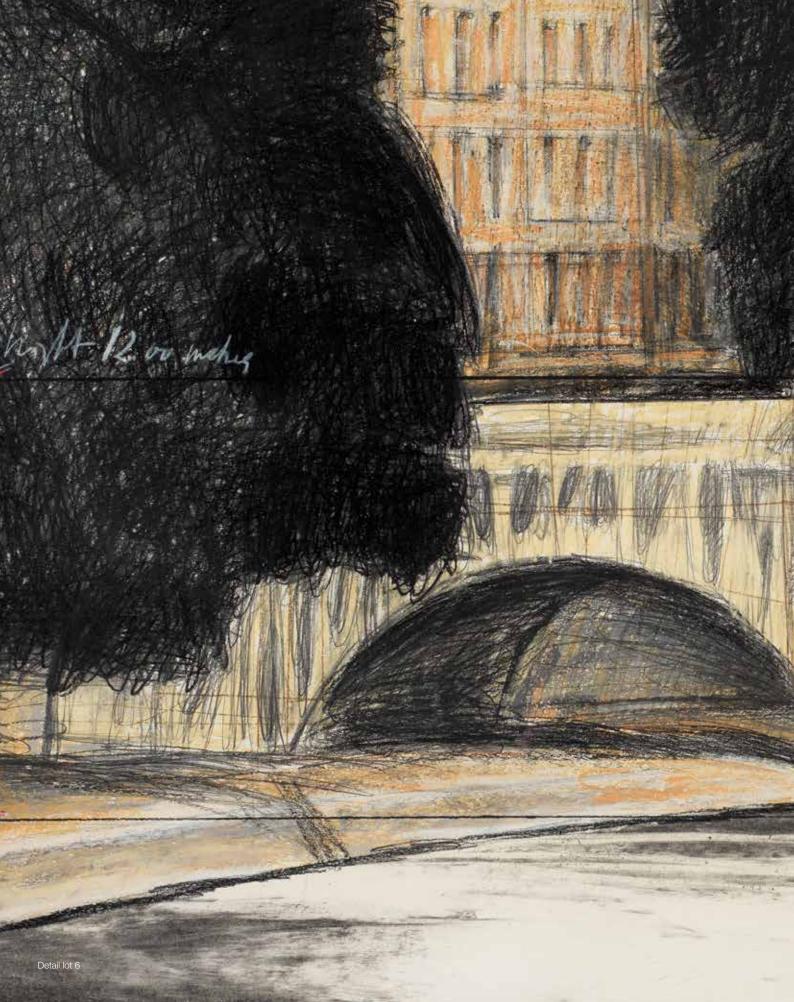
£120,000 - 180,000 US\$160,000 - 230,000 €140,000 - 210,000

#### Provenance

Carl Flach, Sweden Sale: Sotheby's, London, Post-War and Contemporary Art, 3 December 1992, Lot 68 Galerie Bernard Cats, Brussels Acquired directly from the above by the present owner in 1994









7 \* AR

#### **CHRISTO (B. 1935)**

The Umbrellas (Joint project for Japan and USA), in two parts 1990

signed, titled and dated 1990 on the left panel; signed, dated 1990 and variously inscribed on the reverse of each panel pastel, wax crayon, charcoal, enamel, printed paper and fabric collage on card laid on board, in a Perspex frame

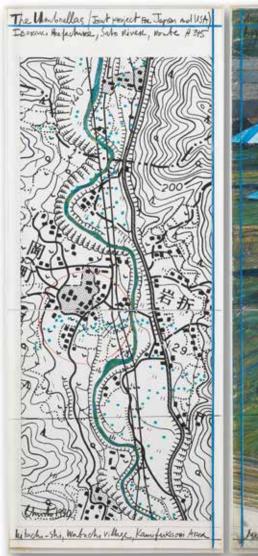
Left Panel: 77.5 by 30.5 cm. 30 1/2 by 12 in.

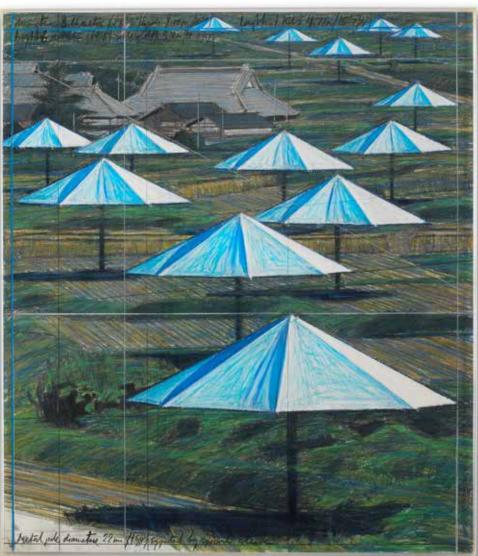
Right Panel: 77.5 by 66.7 cm. 30 1/2 by 26 1/4 in.

£50,000 - 70,000 US\$65,000 - 90,000 €59,000 - 83,000

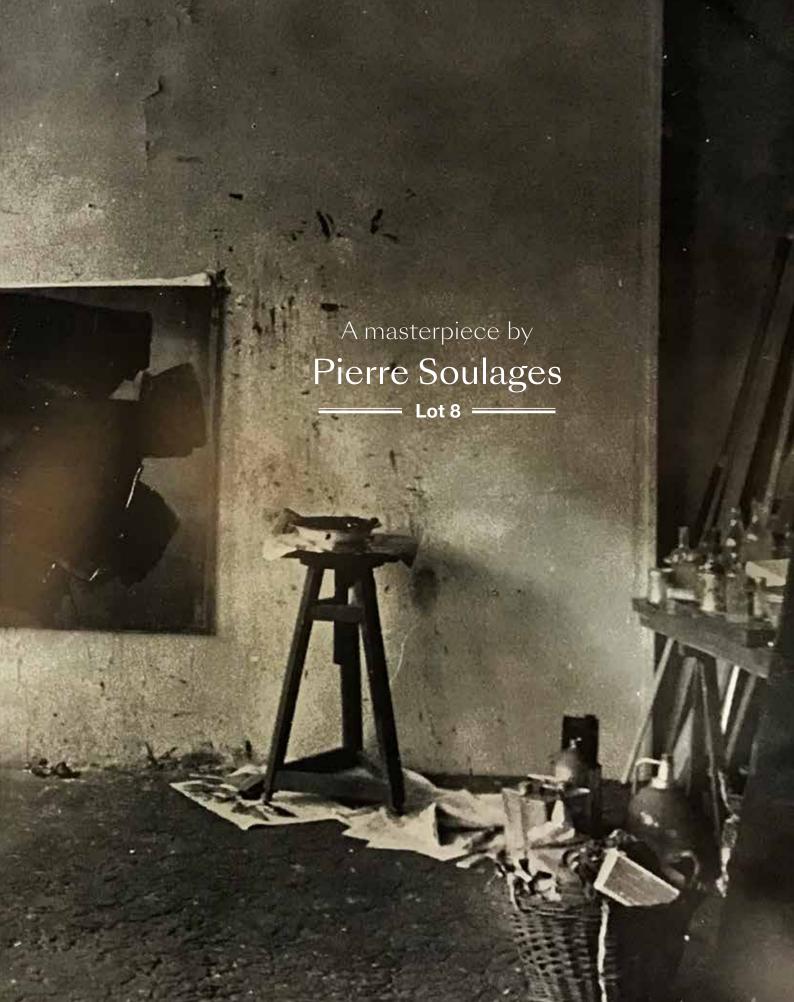
#### Provenance

Private Collection, USA (acquired directly from the artist) Acquired from the above by the present owner









#### PROPERTY FROM A PRINCELY COLLECTION

8 AR

#### **PIERRE SOULAGES (B.1919)**

Peinture 128,5 x 128,5 cm, 16 décembre 1959 1959

signed; signed on the reverse oil on canvas

129 by 130 cm. 50 13/16 by 51 3/16 in.

This work was executed in 1959.

£5,500,000 - 7,500,000 US\$7,100,000 - 9,700,000 €6,500,000 - 8,900,000

#### Provenance

Gimpel Fils Gallery, London Galerie Artcurial, Paris Galerie Jan Krugier, Geneva (JK 3903) Private Collection, Switzerland Galerie Kazautzis, Paris Comte Paul de Senneville Collection, Paris (acquired from the above in 1988) Sale: Briest Scp., Paris, Art Abstrait et Contemporain, 23 November 1994, Lot 32 Private Collection, Europe Sale: Christie's, London, Twentieth Century Art, 9 December 1998, Lot 715 Private Collection, Europe

Acquired directly from the above by the present owner circa 1999

#### Exhibited

London, Gimpel Fils Gallery, Collectors Choice X, 1961, p. 14, no. 29, illustrated in colour Paris, Galerie Artcurial, Méditerranée: Sources et Formes du XXème Siècle, 1988 L'Isle sur la Sorgue, Association Campredon Art & Culture, Un Parcours d'Art Contemporain, 1993, p. 65, illustrated in colour (incorrectly titled)

#### Literature

Pierre Encrevé, L'œuvre complet, Peintures II. 1959-1978, Paris 1995, p. 54, no. 402, illustrated in colour





Sublime, melodic, and captivatingly beautiful, Pierre Soulages' Peinture 128,5 x 128,5cm, 16 décembre 1959 is a masterpiece from the artist's most instrumental and accomplished period of production. At the height of his powers at the turn of the decade in 1959, Soulages had achieved an irreproducible virtuosity in the choreography of his raclage technique that reaches its climax in the present work. Through gestures wrought in a rich, lustrous surface of tar-like black over vivid, claret red, Peinture 128,5 x 128,5cm, 16 décembre 1959 boasts a harmonious tension suspended between the underpainted margins of the squared canvas. Struck from corner-to-corner, the abrupt palette and singular impact of the painting is undeniable, filling the space of the work with a comprehensive dynamism and energy that is strikingly unique for paintings of this period. Often composing his works over blue, white, ochre or deep umber, the blood red surface onto which Soulages has sculpted the incandescent black pigment infuses a carnal power that, like the work of his friend Mark Rothko, impresses upon the subconscious mind a timeless and primitive air.

An undivided composition whose resounding force is governed by the uniformity of its square architecture, Peinture 128,5 x 128,5cm, 16 décembre 1959 stands as one of the most emphatic affirmations of Soulages' eminence as one of the greatest painters of the Modern period, with few having composed such a timeless, consistent and exceptionally distinguished body of work. Captured in this painting is the purest invocation of Soulages' creative pursuance, rendering the instinctive, human compulsion towards image making and spaces of darkness. A tour de force from a very limited number of red canvases Soulages produced almost solely

Michelangelo Merisi da Caravaggio, The Martydom of Saint Ursula, 1610 Palazzo Zevallos Stigliano, Naples © 2020. Photo SCALA, Florence/Heritage Images

between 1958 and 1961, made rarer still by it's large, square format - one of only two produced in this combination, and the only painting remaining in private hands - the present work is an outstanding, museum-quality example of Soualges' magnanimous style.

Honing a rare, univocal voice, Soulages' quintessential use of black goes beyond representative illusionism or abstract formalism; renouncing the flatness and medium-specific terms that were being pioneered by Harold Rosenberg, Clement Greenberg, and the Abstract Expressionists in the 1950s in New York. Instead he remained utterly committed to his poetic vision of painting, resolutely standing outside of the academic niches of Modern painting. 'When I see a group of artists who have something in common, I am not interested, For what they have in common is shared,' Soulages asserted, 'when one speaks of a "movement" what interests me is what breaks with it - what goes beyond it' (the artist in: James Johnson Sweeney, Soulages, London 1972, p. 28). Comparing him with other outliers and artistic innovators of the post-war years, Soulages finds kinship with the likes of Mark Rothko, Kazuo Shiraga, and Zao Wou-Ki with whom he shared an enduring artistic bond and rapport. Artists for whom the formulaic and plastic pressures of Western Modernism were exhausted, returning to a deeply transcendent, experiential, and culturally enriched notion of what painting could be.

Soulages was born in Rodez in Southern France on the 24th December 1919. A region with a long history of settlers and cultures, he was captivated by the art of Neolithic man and the relics of the pre-Roman, Celtic settlement upon which Rodez was built, drawing formative inspiration from the menhirs and dolmens - carved stone monoliths and tombs that he saw in the Musée Fenaille as a young boy. Symbols, signs, and totemic motifs, Soulages has held fast to the notion of painting as an instantaneous revelation: 'in this way, narrative time - that of the line followed by the eye - was suppressed. The duration of the line having disappeared, time was immobilized in a hieratic sign' (the artist in: John Doherty, trans., Pierre Soulages, Lyon 2017, p. 16). Seizing the timeliness and physicality of his gestures, from his earliest works Soulages developed a signature method, striating and smoothing the viscous black oil paint with spatulas fabricated by the artist himself, generating a sonorous cascade of flats and ridges that catch and refract light precisely along the diagonal scores. Producing a harmony of angles and chords of cast light that he synthesised into a unified form, the effect is mesmerising, and in none so more refined or thrilling than Peinture 128,5 x 128,5cm, 16 décembre 1959.

Soulages' paintings of the early 1950s exhibit a linearity that is the most shorthand form of his painterly sign, constructing compositions from a sequence of abrupt vertical and horizontal strikes over a washed ground. It is at the end of the decade when Soulages begins to break with this formal rigidity and develops a method of improvisational mark making that culminates in the undeniable peak of his career. From 1955 onwards, the hieratic signage gives way to a multiplication of brushstrokes and scrapes, introducing a rhythm and poetry to his style that generates a harmonic balance of form and colour. Between 1958 and 1961, Soulages' canvases reach the height of their richness and versatility, combing black paint energetically over understated pigments with a novel approach to the space of the painting; he fills the canvas, working wet-on-wet with a much more dynamic, gestural vocabulary sweeping corner-to-corner, creating an elaborate ensemble of relationships compressed into a single frame.

Ahove Mark Rothko, Light Red Over Black, 1957 Tate Collection, London © 1998 Kate Rothko Prizel & Christopher Rothko ARS, NY and DACS, London At times dividing the composition, working in upper and lower registers of the canvas, or pushing the density of impressions into a slender quadrant and revealing a broad, monochrome wash, Peinture 128,5 x 128,5cm, 16 décembre 1959 instead expresses a compelling, holistic lyricism - condensing a world of emotion and ingenuity into a timeless instant. It was during the war, in 1942, that Soulages had made the acquaintance of the novelist and poet Joseph Delteil, who in turn had introduced him to abstract painter Sonia Delaunay. Restlessly pursuing his own style at this time, Soulages had taken to poetry, seeking a fresh approach to the affective mediums of his art. Enamored of the instantaneity of the poetic image, he read incessantly, from the likes of François Villon, to Charles Baudelaire, and René Char. Whilst American curator and writer James Johnson Sweeney famously compared Soulages' paintings to the melodies of a piano - 'like a chord on a vast piano struck with both hands simultaneously - struck and held' (Johnson Sweeney, Soulages, London 1972, p. 5) - the complexity of the artist's mark, the structural components, and the delicacy of its finish lend themselves to a reading of the present work in an iambic tempo, appreciating each beat, stressed and unstressed note as a tonal element to a complete verse.

Attracting particular attention in New York after his first exhibition in the United States of America in 1949, Samuel Kootz's gallery signed Soulages in 1954, joining a stable of artists that included Georges Mathieu, Robert Motherwell and Mark Rothko. The Abstract Expressionist style that is so definitive of New York in the 1950s - which in turn dethroned Paris as the new centre of the art world after World War Two - was not a comparison that Soulages warmed to, resistant to a reading of his paintings as being demonstrative of individualistic, expressive bravado, tied as it was to notions of American freedom and democracy. Rather, what Soulages' painting pursued was an absolute form of picture making that called upon the primordial and instinctive, a singular tension suspended between the chords of black paint, presenting nothing but the phenomenological affects of the artist's guttural, virtuoso mark.

Amongst the avant-garde of his day, Soulages was a maverick presence. His affinity for the artists of prehistory has been a longstanding source of inspiration since his first exposure to the bison on the walls of the Altamira caves in Spain at the age of sixteen. These organic, ancient methods and tools of early

man imbued his painting with a lasting corporeal intensity, not just in the raw ochre, lapis lazuli, and blood reds of his palette, but most starkly in the preternatural depths of his petroleum black paint. "I've always loved black," Soulages commented in 2014, "from the beginning, man went into completely dark caves to paint. They painted with black too. They could have painted with white because there were white stones all over the ground, but no, they chose to paint with black in the dark" (the artist in: Zoe Stillpass, "Pierre Soulages," Interview Magazine, 7 May 2014, online). The mystery and intense monumentality of the artist's incised black surfaces conjures images that span millennia, from the painters of Lascaux and Chauvet, to the famous Abbey Church of Sainte-Foy.

Profoundly moved and inspired by the vaulted ceilings and cascading light of Sainte-Foy, Soulages recalled how overwhelmed he was by the quality of the darkness in the bays and piers of the Romanesque church in Conques, 'for, there, it was no dead blackness, but a live and gently palpitating dark suffused with a subtle illumination which reached fullness in the slashes of light from the high narrow windows and the soft glow where it struck the floors and walls' (the artist in: Op. Cit., p.10-11). The reverent palette and intense composition of Peinture 128,5 x 128,5cm, 16 décembre 1959 evokes the drama and majesty of such devotional architecture, the grooves and folds of radiant black paint echoing the corridors of light pouring in through the uppermost windows of a church's nave. This kind of transcendent, metaphysical poetry of the sublime is the elemental thread that binds Soulages' oeuvre - timelessness that is in evidence in the use of the time stamp as a titular theme.

Classifying the paintings through their chronological position in his output and their location in historical time, Soulages places not only Peinture 128,5 x 128,5cm, 16 décembre 1959 on a continuum of artistic practice, but identifies its subject as its own generative instant. It is this daily engagement with, what psychoanalyst Carl Jung might term, the archetypal image - inherited through generations from our earliest ancestors and present in a collective unconscious - that makes Soulages' artistic endeavour evermore captivating. As it was to be on the 16th December 1959, Soulages would undertake two canvases: the present work, in addition to a smaller, ochre painting that now resides in the collection of the Musée d'Art Moderne de la Ville de Paris.



Zao Wou-Ki, Rouge, bleu, noir, 1957
Harvard Art Museum/Fogg Museum, Gift of Benjamin and Lilian Hertzberg

Artists Rights Society (ARS), New York/ADAGP, Paris

President and Fellows of Harvard College

DACS 2020

# Peinture 130,2 x 162,6 cm, 17 mars 1960

# Permanent Collection, The Art Institute of Chicago



Testament to his status as one of the greatest artists of the last 100 years, in 2019 Soulages was honoured with a career-spanning retrospective at the Louvre in Paris, becoming only the third artist after Pablo Picasso and Marc Chagall to be offered such an exhibition during their lifetimes. With prized works in museum collections around the world, that include the Museum of Modern Art, New York, the State Hermitage Museum, St. Petersburg, the Tate Collection, London, and the Ohara Museum of Art, Kurashiki, Tokyo, amongst many others, Soulages' paintings have captivated a global audience and proven their boundless appeal. A masterpiece from his most virtuosic period, few paintings of this character and quality remain in private hands, with a very comparable example of his iconic red works – *Peinture 130,2 x 162,6 cm, 17 mars 1960* – held in the Art Institute of Chicago.

Commading a majestic presence and illustrating an unequivocal intensity of expression, *Peinture 128,5 x* 128,5cm, 16 décembre 1959 stands as one of the most

exceptional works by Pierre Soulages to come to market. From the indisputable height of his career, a period in which Soulages' prominence in New York had grown exponentially after his exhibitions at Kootz Gallery in 1954 and 1955, by 1959 the French artist had animated his compositions with a physical vigour and angular intensity that was completely novel for him at this time. Dispersing and carving the velveteen black oil paint more broadly over a rare, lucid crimson, *Peinture 128,5 x 128,5cm, 16 décembre 1959* is a masterpiece of the highest order, embodying the archaic, transcendent signature of the sublime that Soulages saw in the caves of Chauvet as readily as the Romanesque architecture of Sainte-Foy. It is a painting that undoubtedly occupies a place of immense significance in the career of one of the most venerated artists of a century.

Above Pierre Soulages, *Peinture 130,2 x 162,6 cm, 17 mars 1960*, 1960 The Art Institute of Chicago, Illinois © ADAGP, Paris and DACS, London 2020

Right page Detail of the present work



# YAYOI KUSAMA (B. 1929)

The Sea 1959

signed and dated 1959; signed, titled and dated 1959 on the reverse gouache, ink, watercolour on paper laid on card

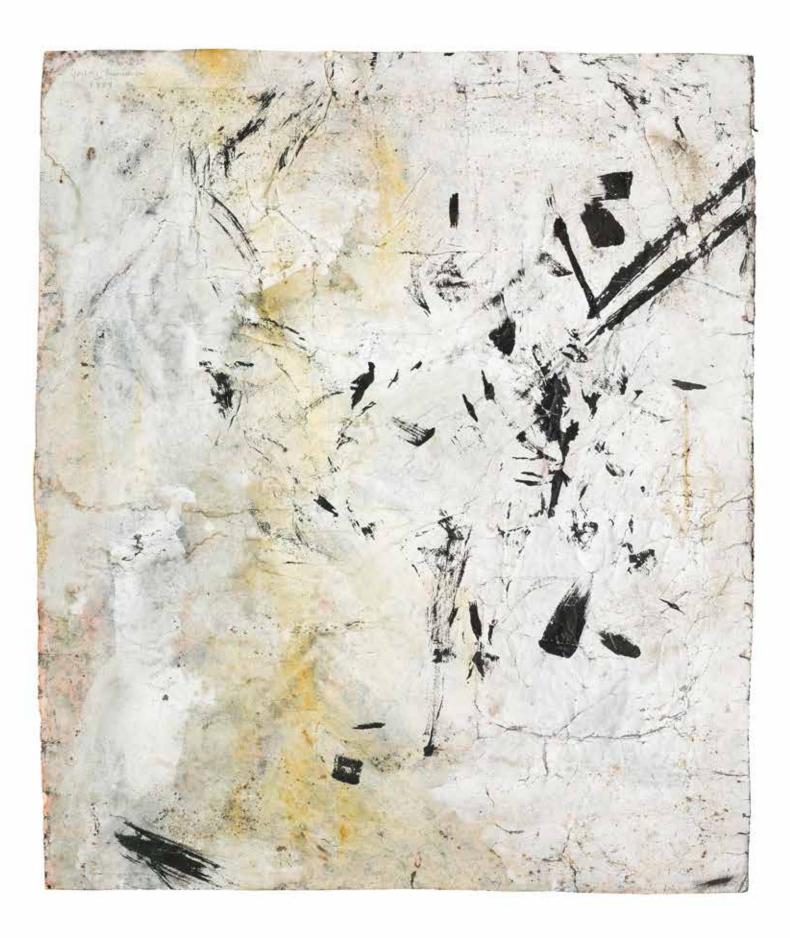
72.4 by 60.3 cm 28 1/2 by 23 3/4 in.

£30,000 - 50,000 US\$39,000 - 65,000 €36,000 - 59,000

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

### Provenance

Slosberg Collection, Pennsylvania Private Collection, USA (by descent from the above) Acquired from the above by the present owner



10 AR

# MARIA HELENA VIEIRA DA SILVA (1908-1992)

La fenêtre de Colette 1972

signed and dated 1972 tempera on paper laid on canvas

43.5 by 47.4 cm. 17 1/8 by 18 11/16 in.

£28,000 - 35,000 US\$36,000 - 45,000 €33,000 - 42,000

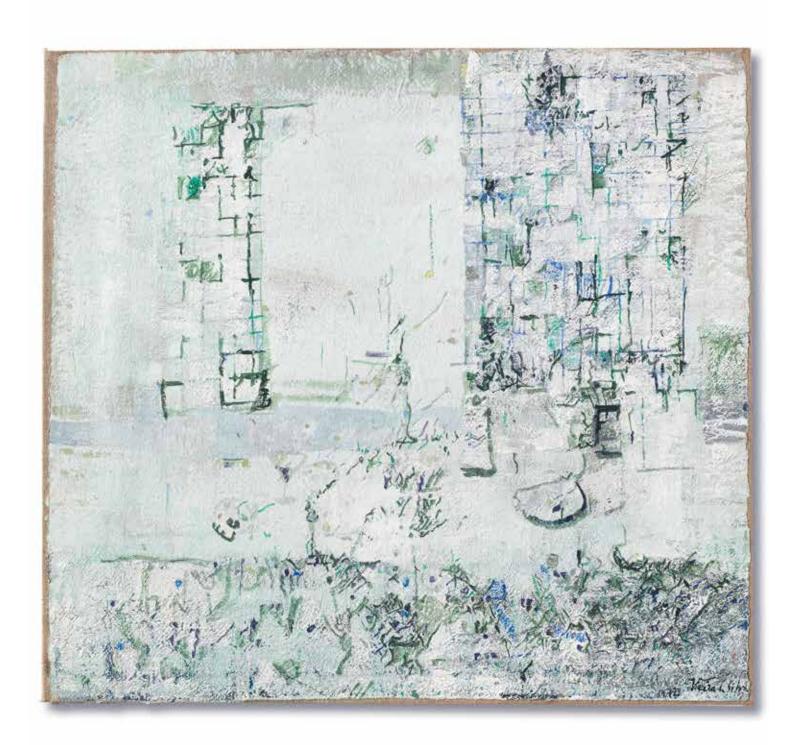
This work is accompanied by a photo-certificate of authenticity issued by the Comité Arpad Szenes Vieira Da Silva, Paris.

# Provenance

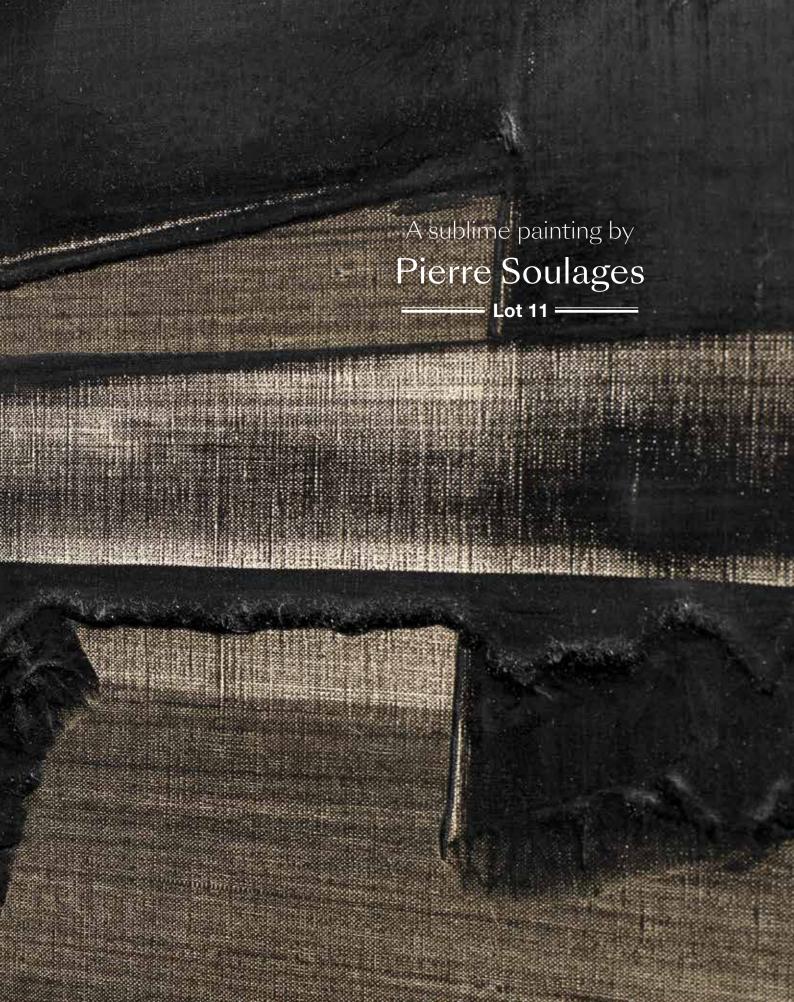
Galerie Jeanne-Bucher, Paris Theodore Schempp Collection, Palm Springs Private Collection, USA (acquired from the above in 1973) Sale: Christie's, New York, Impressionist and Modern Drawings and Watercolours, 9 May 1991, Lot 169 Baganha Galeria, Porto Acquired directly from the above by the present owner

### Literature

Guy Weelen and Jean-François Jaeger, Vieira da Silva Catalogue Raisonné, Geneva 1994, p. 524, no. 2604, illustrated in black and white







11 AR

# **PIERRE SOULAGES (B. 1919)**

Peinture 65 x 92 cm, 9 février 1960 1960

signed; signed and dated 9 Fev 60 on the reverse oil on canvas

65 by 92 cm. 25 9/16 by 36 1/4 in.

£700,000 - 1,000,000 US\$900,000 - 1,300,000 €830,000 - 1,200,000

#### Provenance

Galerie de France, Paris
Henri-Georges and Inès Clouzot Collection, Paris
Sale: Christie's, Paris, *Collection Henri-Georges et Inès Clouzot - Vente au profit du Secours Catholique*, 1 December 2012, Lot 35
Acquired directly from the above by the present owner

### Exhibited

Paris, Galerie de France, *Soulages*, 1960, n.p., illustrated in black and white Hannover, Kestner-Gesellshaft; Essen, Folkwang Museum; La Haye, Gemeente Museum; Zurich, Kunsthaus, *Pierre Soulages*, 1960-1961, p. 32, no. 72, illustrated in black and white

#### Literature

Pierre Encrevé, L'œuvre complet, Peintures II. 1959-1978, Paris 1995, p. 77, no. 415, illustrated in colour (incorrectly titled)





Previously in the prominent collection of film producer Henri-Georges Clouzot and his wife Inès, Peinture 65 x 92 cm, 9 février 1960 is a dramatic and resonant example of Pierre Soulages celebrated and bold paintings. Black tarlike paint is swept across the canvas in strong horizontal brushstrokes, drawing the eye from one side to the other and back again. Applied thickly, small areas of the black paint drip seductively from the striated strokes where Soulages has dragged the palette across the surface, revealing the pigment and canvas underneath in a theatre of compositional harmony and physical immediacy.

In the late 1950s, Soulages developed the raclage technique which would herald in a crucial period of change to the artist's oeuvre and is sublimely demonstrated in this present work. Applying thick layers of impasto to the still wet undercoat on the canvas, Soulages uses the spatula to scrape and structure the black pigment into sensuous and sweeping veils of paint, revealing the layers underneath. The motion creates an interplay between the medium and light, as a certain sense of luminosity emanates from the canvas and through the paint. Despite the use of black, a favourite colour of the artist, the darkness of the pigment has been applied with such a distinctive method, it captures and reflects light in a wondrous display of balance and unity. This process of addition and subtraction merged in a singular stroke unites the canvas, the pigment and composition in one movement, neither elevating one nor the other to a level of higher importance. Instead each aspect is considered equal as they are all active components of the work.

"The years 1957-1963 particularly illustrate one of Soulages's characteristic techniques in the double treatment of the surface: that of scraping, or, if one prefers, transparency through uncovering. On the prepared canvas (primed in white), he applies a layer of paint covering part or all of the surface, upon which he superimposes, while the paint is fresh, one or more layers of different colour. He then uncovers a part of the background using the same soft-bladed spatulas that he more often loads with black paint: according to the power and the shape of the movement, this scraping will remove paint all the way down to the canvas, or only as far as one of the intermediate layers. A subtle mixture of the different layers' colours is created, each time surprising for the painter himself; infinite variations of colour are discovered on the canvas; new luminosities, and unexpected colour intensities through transparencies of black..." (Pierre Encrevé, "Le noir et l'outrenoir," in Soulages: Noir Lumière, Musée d'Art Moderne de la Ville de Paris, Paris 1996, p. 30).

1960 was a significant year for Soulages. Aside from being widely lauded in New York and celebrated as one of the foremost artists of his generation, Galerie de France exhibited a solo show of works from 1959 and 1960. Soulages considered



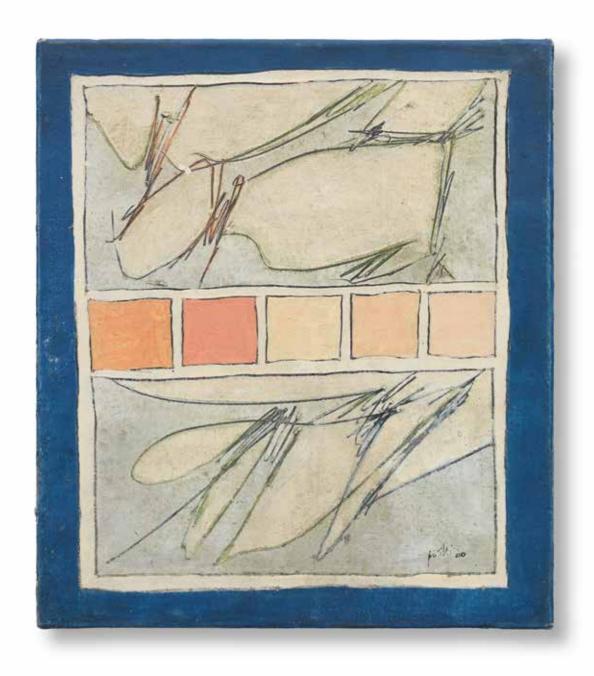
this to be a major exhibition of great importance, of which one of the works exhibited was Peinture 65 x 92 cm, 9 février 1960. A retrospective of Soulages work was also shown at Kestner-Gesellshaft in Hannover and further important exhibitions were undertaken throughout the 1960s, solidifying his place in the canon of international contemporary art.

Soulages' paintings perfectly balance the relationship between dramatic force, light, colour and form. A seminal painting, Peinture 65 x 92 cm, 9 février 1960 elegantly captures the gesture and movement, the light and dark, and the drama that is imbued in each of his enigmatic paintings. Lauded today as one of the most important artists of the last and current centuries, Soulages' work is being honoured in two major retrospectives celebrating 100 years of the artist life at the Louvre and the Centre Georges Pompidou in Paris concurrently. Soulages' work is can also be found in some of the world's most important institutions including the MoMA, New York, the Tate Modern, London, the Solomon R. Guggenheim Museum, New York, Musée d'Art Moderne de la ville de Paris and the Museum of Modern Art, Rio de Janeiro among many others. In 2014 the Musée Soulages was opened in Rodez, France to celebrate the artist's life and work.

Wedding of Henri-Georges Clouzot and Inès de Gonzales in Saint Paul de Vence, France, December 30, 1963

© AGIP / Bridgeman Images

Detail of the present work



12 AR

# **ACHILLE PERILLI (B. 1927)**

Il giro della favola 1966

signed and dated 66; signed, titled and dated 1966 on the reverse oil and mixed media on canvas

40 by 35 cm. 15 3/4 by 13 3/4 in.

£6,000 - 8,000 US\$7,800 - 10,000 €7,100 - 9,500

This work is registered in the Archivio Achille Perilli, Rome, under no. 56/1966.

# Provenance

Vincenzo 'Enzo' Apicella Collection, London (gift from the artist) Thence by descent to the present owner



**PIERO DORAZIO (1927-2005)** Untitled

signed, dated 1964, dedicated Per Enzo Apicella and indistinctly titled on the stretcher oil on burlap

20.1 by 30.1 cm. 7 15/16 by 11 7/8 in.

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 21,000

This work is registered in the Archivio Piero Dorazio, Milan.

### Provenance

Vincenzo 'Enzo' Apicella Collection, London (gift from the artist) Thence by descent to the present owner

#### PROPERTY FORMERLY IN THE COLLECTION OF ARCHITETTO LUIGI MORETTI

# **CARLA ACCARDI (1924-2014)**

Negativo (ideogramma) 1954

signed enamel and casein on canvas

88.5 by 116.5 cm. 34 13/16 by 45 7/8 in.

This work was executed in 1954.

£45,000 - 65,000 US\$58,000 - 84,000 €53,000 - 77,000

This work is registered in the Archivio Accardi Sanfilippo, Rome, under no. 50.

# Provenance

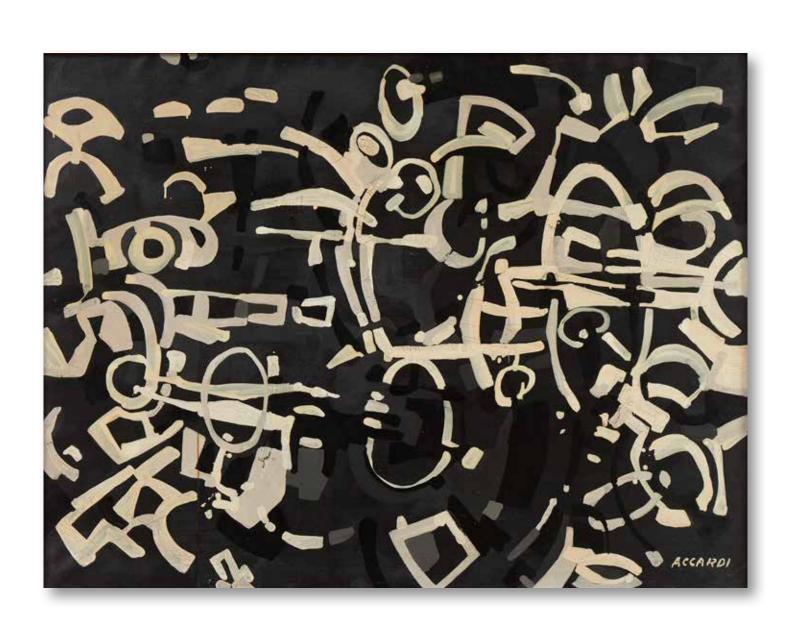
Architetto Luigi Moretti Collection, Rome Thence by descent to the present owner

## Exhibited

Paris, Galerie Rive Droite, Individualités d'aujourd'hui, 1955

# Literature

Germano Celant, Carla Accardi. La vita delle forme, Rome 2011, p. 320, no. 1954 40, illustrated in colour; p. 321, illustrated in black and white (installation view)





Negativo (ideogramma) from 1954 is a rare and intricate painting by Carla Accardi which was purchased by renowned architect Luigi Moretti in the mid-1950s and has stayed in his family collection since.

Luigi Moretti was one of the most prominent Italian architects and designers of the Twentieth Century having worked on the design of landmark buildings of pre and post WWII. His projects have included the design of Casa del Balilla (1932-1937) and Accademia di Scherma (1936) in Rome, the house Il Girasole in 1949, which is considered one of the earliest example of postmodernist architecture, as well as the Watergate Complex in Washington (1962-1971) and the Stock Exchange House in Montreal, which by the time it was completed in 1964 was the tallest building in Canada. Luigi Moretti was also an intellectual and a writer; in 1950 he founded the architectural magazine Spazio and in 1954 he opened Galleria Spazio in Rome. Open for two short years, the gallery hosted an exhibition of Carla Accardi's work in 1955. This painting, thanks to art critic Michel Tapié, who met Accardi in 1954 and who became extremely interested in her works, was also exhibited at Galerie Rive Droite in Paris in 1955 alongside works by Franz Kline, Georges Mathieu, Karel Appel and Claire Falkenstein.

This work was executed in a pivotal moment in the artist's career; in 1953, after a period dedicated to constructive-concrete paintings, Carla Accardi started to focus on pseudo-calligraphic signs and it is in 1954, the year of the execution of the present work, that she started to alternate black and white segments which would evolve into the increasingly complex structures, that are visible in the present work. This painting is considered a 'negativo' (negative), here the white and dark grey segments are painted alongside one another on a black



background in opposition to her 'positivo' (positive) works which are conceived the other way around. This 'language' which explores the relationship between figure and ground will become the leitmotiv of Carla Accardi oeuvre and one which would continue to evolve until Accardi's death in 2014.

Today Carla Accardi is finally regarded as the most important Italian female artist of the Post-War period and her works are held in the most prestigious public collections such as the Guggenheim in New York, the Centre Pompidou in Paris, Galleria Nazionale d'Arte Moderna in Rome and the Fondazione Prada in Milan.

#### PROPERTY FROM A DISTINGUISHED ITALIAN PRIVATE COLLECTION

15 AR

### **MIMMO ROTELLA (1918-2006)**

Collage 1959

signed, titled and dated 1959 on the reverse retro d'affiche on canvas

75 by 86.4 cm. 29 1/2 by 34 in.

£50,000 - 70,000 US\$65,000 - 90,000 €59,000 - 83,000

This work is registered in the Fondazione Mimmo Rotella, Milan, under no. 0940 RA 959/000, and is accompanied by a photo-certificate of authenticity.

#### Provenance

Galleria Tega, Milan Acquired directly from the above by the present owner

#### Exhibited

Catanzaro, Complesso Monumentale del S. Giovanni, Mimmo Rotella, 1999-2000, p. 87, no. 37, illustrated in colour Rende, Palazzo Vitari; Catanzaro, Galleria Ar&s, Camere con vista: lo spazio della luce, 2001-2002, p. 22, illustrated in colour Rende, Museo d'Arte dell'Otto e Novecento, Around Rotella: L'artista e il suo tempo, 2008-2009, p. 58, illustrated in colour Rome, Galleria Nazionale d'Arte Moderna e Contemporanea, Mimmo Rotella: Manifesto, 2018-2019, p. 196, no. 132, illustrated in colour

# Literature

Elisa Bagnoni, Emanuela Di Lallo and Timothy Stroud, Rotella: Roma, Parigi, New York, Milan 2009, p.16, illustrated in black and white Germano Celant, Mimmo Rotella: Catalogo Ragionato. Volume Primo 1944-1961. Tomo II, Milan 2016, p. 664, no. 1959 134, illustrated in colour



The present work (top line third from left) exhibited at Galleria Nazionale d'Arte Moderna, Rome, 2018-2019 © DACS 2020







16 AR **LUCIO FONTANA (1899-1968)** Concetto Spaziale 1964

signed and dated 64 ink on paper

47.5 by 33.5 cm. 18 11/16 by 13 3/16 in.

£30,000 - 50,000 US\$39,000 - 65,000 €36,000 - 59,000

This work is registered in the Fondazione Lucio Fontana, Milan, under no. 1751/1, and is accompanied by a photo-certificate of authenticity.

# Provenance

Laura Grisi Collection, Rome Acquired directly from the above by the present owner

# Literature

Luca Massimo Barbero, Lucio Fontana, Catalogo ragionato delle opere su carta, Tomo III, Milan 2013, p. 887, no. 64-65 DSP 49, illustrated in black and white



1. pm town 64

17 AR **LUCIO FONTANA (1899-1968)** Crocifisso 1948-1950

painted and glazed ceramic

37 by 21.6 by 12.8 cm. 14 9/16 by 8 1/2 by 5 1/16 in.

This work was executed in 1948-1950.

£80,000 - 120,000 US\$100,000 - 160,000 €95,000 - 140,000

This work is registered in the Fondazione Lucio Fontana, Milan, under no. 2240/16, and is accompanied by a photo-certificate of authenticity.

## Provenance

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





A work of supreme, transcendent beauty, Lucio Fontana's Crocifisso (1948-1950) is a sterling demonstration of the artist's ineffable capacity for pushing his materials and methods to their technical limits. Appearing to emerge from the lustrous black of the painted ceramic cross, arms raised aloft, Fontana's Christ is a devotional image laden with Baroque curlicues, spiritual force, and aesthetic drama that is prototypical of the Spazialismo movement Fontana founded in 1947. An artist revolutionising the aesthetic and theoretical parameters of art in the traumatic fallout of World War II, Fontana's importance as a figurehead of the Modern period cannot be understated. Moulded, painted, and fired during this hugely influential period of cultural redefinition, the present Crocifisso is testament to Fontana's lifelong appreciation of art as a key to the nether dimensions, a means to communicate with and pass through the envelope of our veiled perception. A sculpture of enduring beauty, with comparable works held in the collection of MoMA, New York, and the Musei Vaticani, Rome Fontana's Crocifissioni have formed key displays in retrospective exhibitions of the artist's oeuvre, most recently at the Terra e Oro (Earth and Gold) exhibition at Galleria Borahese in Rome.

Over the course of one of the most subversive and thoughtprovoking careers, Fontana consistently challenged predetermined notions of creative methodology. Whilst tackling one of the oldest themes of art history, Fontana's Crocifisso presents a timeless vision of Christ in flux, the feathered tips of clay forming ornate leaves that reach into space, creating deep crevices between the limbs of the soaring Messiah and dissolving the distinction between the body and its support. 'We live in the mechanical age', the artist declared in the Manifesto Blanco, published in Buenos Aires in 1946, 'painted canvas and upright plaster no longer have any reason to exist' ('Manifesto Blanco', 1946 in E. Crispolti and R. Siligato Eds., Lucio Fontana, Milan 1998, p.115). Expressing one of the starkest images of human suffering, Fontana's Crocifisso emerges in the aftermath of global violence and captures the vision of an artwork that goes beyond its medium and beyond the conditions of the present reality, materialising from a blackened precipice.

A glazed ceramic that floats and twists with the weightlessness of silk drapery, the present work belies the weight of its earthenware, disguised under ethereal threads of clay and paint. Fontana's sculptures remain overlooked as fundamental objects that offer a significant insight into the artist's practice. Originally trained as a sculptor, first under his father Luigi, before studying at the Accademia di Belle Arti di Brera in Milan between 1928 and 1930, Fontana's relationship and theoretical interest in the space occupied and delineated by the art object is, first and foremost, grounded in his understanding of sculpture. In the present work this becomes tacitly clear. Modeling and moulding the clay with his hands, the Crocifisso boasts an immaculate surface of fleurettes, crevices and cascades, coalescing and springing from the body of the clay, realising Fontana's vision of 'neither painting nor sculpture [...] but [a] continuity of space in matter' (the artist in: E. Crispolti and R. Siligato Eds., Lucio Fontana, Rome 1998, p. 118). Not only is Christ present as a being that transcends notions of the physical and spiritual worlds, but also as one who passes between dimensions, emerging from a lucid, alien form that conjures images of galaxies, neutron stars and the sprawling material of the monumental cosmos.

The timelessness and supernatural appearance of Fontana's Crocifisso demonstrates the incredible ability of the artist to synthesise art historical, material and stylistic tropes into a single, radical form. To Fontana, '[the] Baroque was a leap ahead [...] it represented space with a magnificence that is still unsurpassed and added the notion of time to the plastic arts. The figures seemed to abandon the flat surface and continue the represented movements in space' ('Manifesto Blanco', 1946, in op. cit.). Projecting from the corpus of the ceramic, the stylistic character of the work is compelling and dynamic, channeling the energy of El Greco's florid Christ on the Cross (1600-1610) with the solidarity of its making. A breathtaking sculpture whose delicacy and craftsmanship is matched by its impassioned visual power. Fontana's Crocifisso is a rare and extraordinary artwork by one of the most important artists of the Twentieth century.

18 \* AR OTTO PIENE (1928-2014) Untitled

signed and dated 74 on the overlap; signed and dated 74 on the reverse oil and fire on canvas

183.5 by 153.1 cm. 72 1/4 by 60 1/4 in.

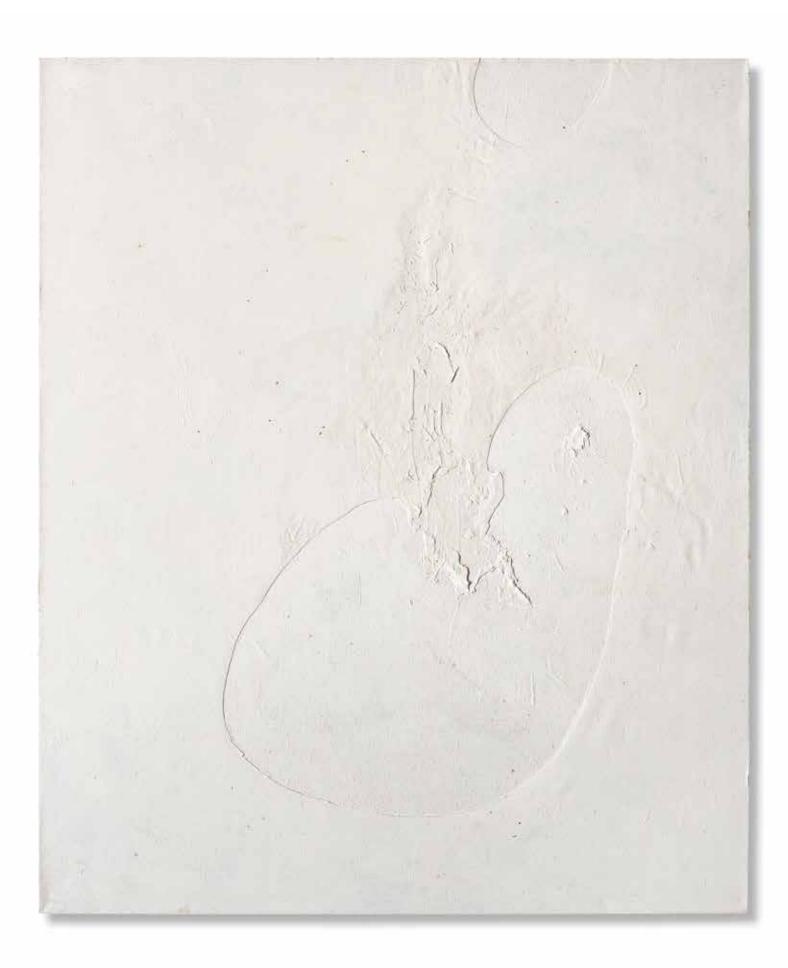
1974

£80,000 - 120,000 US\$100,000 - 160,000 €95,000 - 140,000

We are grateful to the Estate of Otto Piene, Groton, for confirming the authenticity of this work.

# Provenance

Collection of the artist, Groton
Thence by descent to the present owner





Seeking to redefine art after the Second World War, Otto Piene along with many of his contemporaries looked to embrace a forward-looking and optimistic ethos, one free from the constraints of the art historical canon filled instead with free-spirited experimentation; in 1957 alongside fellow artist Heinz Mack, Piene would go on to found the ZERO movement. A disparate and diverse group of artists, they all strove towards a shared creative mission of incorporating ground breaking methods and materials into their work. "From the beginning we looked upon the term [ZERO] not as an expression of Nihilism, or as a Dada-like gag, but as a word indicating a zone of silence and of pure possibilities for a new beginning as at the countdown when rockets take off: zero is the incommensurable zone in which the old state turns into the new" (the artist in: Otto Piene, 'The Development of the Group "ZERO", in The Times Literary Supplement, 3 September 1984, pp. 812-813).

After meeting Yves Klein, Piene was inspired by the artist's use of material and colour, and more specifically his groundbreaking use of the monochrome and the creative potential of fire and light. A rare and impressive example of the artist's work, Untitled, 1974 incorporates the pure white monochrome with the alchemic potential of fire. In the present work, the fire treated canvas has been covered with a thick layer of paint creating an abstract landscape of textured and organic shapes. Created in the wake of the moon landing in 1969, the result is raw but familiar, recalling the rugged surface of the moon. Engineering feats such as these would have resonated with artists of the ZERO group and their rejection of pre-war aesthetic ideals and their forward thinking embrace of the renewal of art through new materials. This painting demonstrates the way in which Piene has transformed how the canvas is handled, moving away from the pure applications of paint, pushing the material and aesthetic boundaries of painting itself.

Piene's use of white is significant, a signifier for purity, white also represents the infinite, acting as a current "between the work and the spectator and fill[s] the space between them. This space cannot be quantified because the spatial properties of



the work are irrational - the work "as space" is irrational' (the artist in: 'Paths to Paradise', 1961, in Otto Piene and Heinz Mack Eds., ZERO, Cambridge 1973, p. 64). His use of fire however, can be read as both destroyer and purifier. Reducing whatever it touches to ash, fire acts as a metaphor for life, death, cleansing and ultimately the immaterial.

With works in the world's most important collections, including the MoMA, New York, Centre Georges Pompidou, Paris, The Walker Art Centre, Minneapolis, The Stedelijk Museum, Amsterdam and The National Museum of Modern Art, Tokyo, Otto Piene's work has been celebrated in countless exhibitions including the landmark exhibition ZERO: A countdown to tomorrow at the Solomon R. Guggenheim, New York in 2014 and a major retrospective Fire and Light: Otto Piene in Groton, 1983-2014, which debuted at the Fitchburg Art Museum near the artist's former home in Groton, Massachusetts in 2019.



19 AR **ARNULF RAINER (B. 1929)** Verschränkungen 1972

signed and titled crayon and ink on photograph

59.3 by 49.7 cm. 23 3/8 by 19 9/16 in.

This work was executed in 1972.

£6,000 - 8,000 US\$7,800 - 10,000 €7,100 - 9,500

## Provenance

Galleria LP 220, Turin Private Collection, Europe

Sale: Sotheby's, Olympia, Contemporary Art, 18 June 2007, Lot 561

Acquired directly from the above by the present owner



SHARA HUGHES (B. 1981) Rock Garden 2009

signed and dated 2009; signed, titled and dated 2009 on the reverse oil, acrylic, oil stick, pastel, watercolour, felt-tip pen, graphite and collage on paper

49.5 by 63.5 cm. 19 1/2 by 25 in.

£4,000 - 6,000 US\$5,200 - 7,800 €4,700 - 7,100

### Provenance

Museum 52, London Acquired directly from the above by the present owner in 2009 21 \* AR

### **DAVID HOCKNEY (B. 1937)**

Steering Wheel, October 1982 1982

signed, titled, dated October 1982 and numbered #19 photographic collage on paper

83 by 75 cm. 32 11/16 by 29 1/2 in.

This work is number 19 from an edition of 20.

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 21,000

## Provenance

Galerie Forsblom, Helsinki Acquired directly from the above by the present owner in 1993

New York, André Emmerich Gallery, New Work with a Camera, 1983, no. 19, another example exhibited

## Literature

Mark Haworth-Booth, Hockney's Photographs, London 1983, p. 21, no. 70, another example illustrated in colour Lawrence Weschler, David Hockney: Cameraworks, London 1984, p. 22, fig. 31, another example illustrated in black and white Mark Haworth-Booth, David Hockney fotógrafo, Lisbon 1985, n.p., no. 16, another example illustrated in colour Mark Haworth-Booth, Hockney's Photographs, New Zealand 1986, p. 16, no. 71, another example illustrated in colour Paul Joyce, Hockney on Photography: Conversations With Paul Joyce, London 1988, p. 63, another example illustrated in black and white



22 \* AR **JULIAN OPIE (B. 1958)** *Julian and Suzanne* 2006

continuous computer animation on 42" LCD screen

104 by 64 by 12 cm. 40 15/16 by 25 3/16 by 4 3/4 in.

This work was executed in 2006, and is number 3 from an edition of 4, plus 1 artist's proof.

£20,000 - 30,000 US\$26,000 - 39,000 €24,000 - 36,000

# Provenance

Galerie Bob van Orsouw, Zurich Acquired directly from the above by the present owner in 2006



#### 23 \*

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

Embossed nude with still life 1967

signed, dated 1967 and numbered 2 liquitex and pencil on embossed paper

Image: 26.7 by 34 cm. 10 1/2 by 13 3/8 in.

Sheet: 38 by 45 cm.

14 15/16 by 17 11/16 in.

This work is number 2 from a series of 27 unique variants.

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 21,000

# Provenance

Private Collection, Europe Sale: Germann Auktionshaus AG, Zürich, *Gemälde - Grafik - Druckgrafik*, 3 December 1993, Lot 50 Acquired directly from the above by the present owner

## Literature

Slim Stealingworth, Tom Wesselmann, New York 1980, p. 283, another example illustrated in black and white



24 \*

# MEL RAMOS (1935-2018)

Toblerone Tess: The lost painting of 1965 #57

signed and dated 06 on the reverse oil on canvas

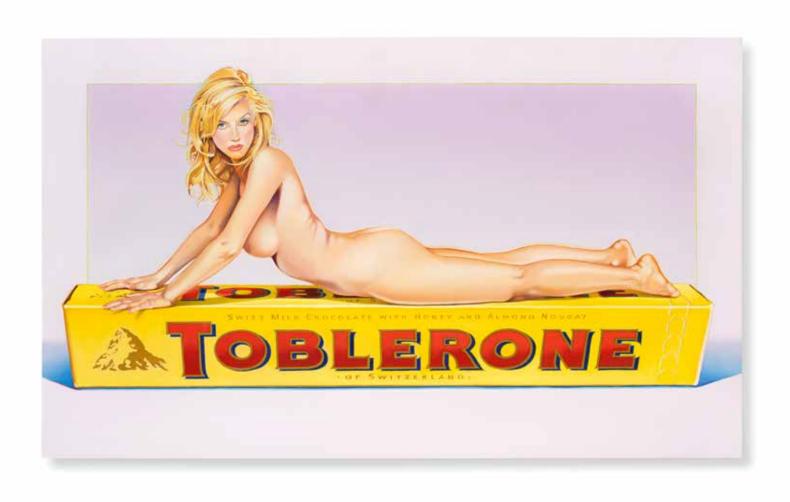
91 by 152.5 cm. 35 13/16 by 60 1/16 in.

£80,000 - 120,000 US\$100,000 - 160,000 €95,000 - 140,000

## Provenance

Galerie Ernst Hilger, Vienna Acquired directly from the above by the present owner in 2006

Thomas Levy, Mel Ramos: Catalogue Raisonné of the Paintings 1953-2015, Bielefeld 2016, p. 248, no. 06-4, illustrated in colour



# NICOLA DE MARIA (B. 1954)

Regno dei Fiori 2003

signed, titled, twice dated 2003 and twice inscribed A on the reverse oil on canvas

100 by 120 cm. 39 3/8 by 47 1/4 in.

£10,000 - 15,000 US\$13,000 - 19,000 €12,000 - 18,000

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

### Provenance

Galleria Cardi, Milan Acquired directly from the above by the present owner



Reverse



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

Concetto Spaziale 1965-1966

signed watercolour on blotting paper

60 by 50 cm. 23 5/8 by 19 11/16 in.

This work was executed in 1965-1966.

£50,000 - 70,000 US\$65,000 - 90,000 €59,000 - 83,000

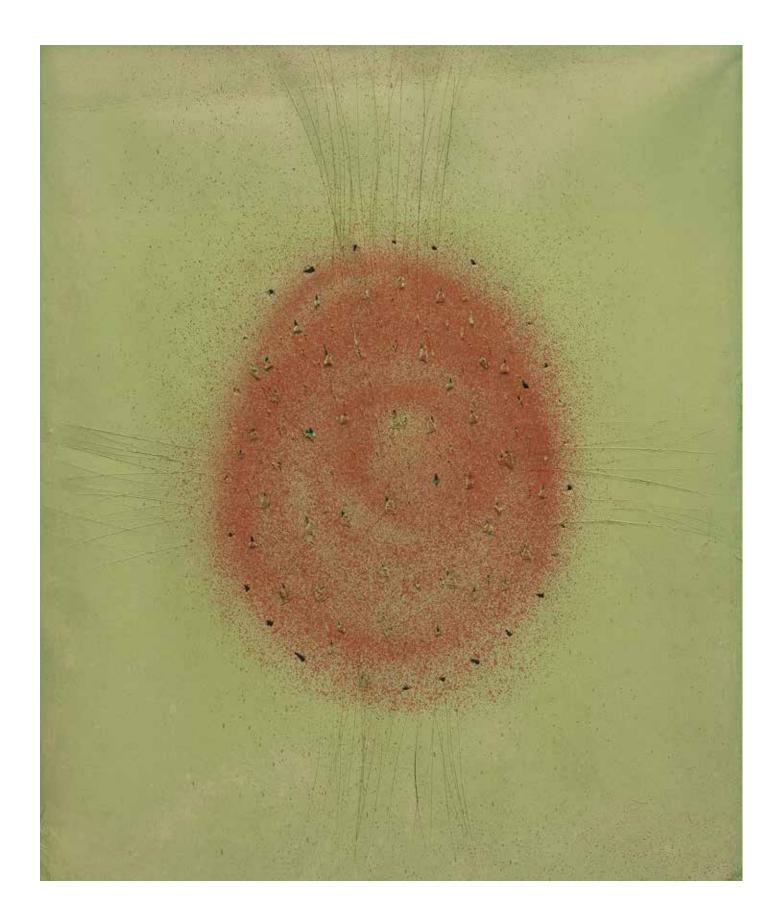
This work is registered in the Fondazione Lucio Fontana, Milan, under no. 338/2, and is accompanied by a photo-certificate of authenticity.

## Provenance

Galerie Moni Calatchi, Paris Ralph Calatchi Collection, Paris Private Collection, Porto Acquired from the above by the present owner

## Literature

Luca Massimo Barbero, Lucio Fontana, Catalogo ragionato delle opere su carta, Tomo III, Milan 2013, p. 894, no. 64-65 DSP 88, illustrated in black and white



A captivating sculpture by

Lucio Fontana

\_\_\_\_\_ Lot 27 \_\_\_\_\_



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

Concetto Spaziale, Natura 1959-1960

incised with the artist's initials and numbered 1/2 on the underside bronze

41 by 51 by 47 cm. 16 1/8 by 20 1/16 by 18 1/2 in.

This work was conceived in 1959-1960 and cast at a later date. This work is number 1 from and edition of 2, plus 1 artist's proof.

£350,000 - 550,000 US\$450,000 - 710,000 €420,000 - 650,000

#### Provenance

Teresita Rasini Fontana Collection, Milan Marlborough Gallery, Rome Kasper Koenig, Cologne Private Collection Sale: Sotheby's, London, The Italian Sale, 7 October 2016, Lot 40 Acquired directly from the above by the present owner

#### Exhibited

Krefeld, Galerie Merian Edition, Lucio Fontana, 1899-1968, 1973, n.p., another example illustrated in black and white Caracas, Museo de Arte Contemporáneo de Caracas, Lucio Fontana, 1974-1975, no. 32 (another example exhibited)

Verbania-Pallanza, Museo del Paesaggio, Biennale Internazionale di scultura contemporanea, Aptico: Il Senso della Scultura, 1976 (another example exhibited) Milan, Palazzo Reale, La Donazione Lucio Fontana: proposta per una sistemazione museografica, 1979, p. 107, no. 74, illustrated in black and white (terracotta version)

Florence, Palazzo Pitti, Fontana, 1980, p. 64, no. 38, another example illustrated in black and white

Milan, Padiglione d'Arte Contemporanea, Pubblico Privato, Omaggio al Mecenatismo, 1981 (another example exhibited)

Milan, Palazzo della Permanente, Il segno della pittura e della scultura, 1983, no. 1 (not illustrated), p. 56, illustrated in black and white (installation view, terracotta version)

Milan, CIMAC, Civico Museo d'Arte Contemporanea, Palazzo Reale, Arte italiana 1900-1980, 1984 (terracotta version)

Tokyo, The Contemporary Art Gallery, Seibu-Ikebukuro, Fontana, 1984, n.p., no. 21, another example illustrated in black and white Bologna, Galleria d'Arte Moderna, Scultura e ceramica in Italia nel Novecento, 1989, p. 85, no. 52, illustrated in black and white (installation view,

terracotta version)

Milan, Palazzo della Permanente, Scultura a Milano 1945-1990, 1990, pp. 65 and 174, illustrated in black and white (terracotta version) Tokyo, The Yomiuri Shimbun and Mitsukoshi Museum; Kagoshima, Museo Municipale d'Arte; Nishinomiya, Otani Museum of Art, Lucio Fontana,

La penetrazione dello spazio, 1992, p. 107, no. 76, another example illustrated in black and white Varese, Castello di Masnago, Scultura a Varese, dal verismo a oggi, 1994, no. 45 (another example exhibited)

Ferrara, Palazzo dei Diamanti, Fontana, 1994-1995, p. 129, no. 81, another example illustrated in colour (installation view)

Venice, Giardini di Castello, Padiglione Italia, La Biennale di Venezia, 46° Esposizione Internazionale d'Arte. Identitá e alteritá, figure del corpo 1895-1995, 1995, p. 514, no. IX 21, another example illustrated in black and white

Prato, Museo Pecci, Burri e Fontana 1949-1968, 1996, p. 169, no. 30, illustrated in colour (terracotta version)

Frankfurt, Schirn Kunsthalle; Vienna, Museum Moderner Kunst Stiftung Ludwig, Lucio Fontana, Retrospektive, 1996 – 1997, p. 201, no. 161, another example illustrated in colour

Palma de Mallorca, Fundación La Caixa; Madrid, Museo Nacional Centro de Arte Reina Sofia, Lucio Fontana, Entre matéria y espacio, 1998, p. 105, no. 56, another example illustrated in colour

Milan, Padiglione d'Arte Contemporanea; Triennale di Milano; Museo Diocesano; Accademia di Belle Arti di Brera; Museo Teatrale alla Scala; Centenario di Lucio Fontana, 1999, pp. 58 and 124, nos. I, 114; IV, 18, another example illustrated in black and white and in colour

London, Hayward Gallery, Lucio Fontana, 1999-2000, p. 35, no. 17, illustrated in black and white (installation view, terracotta version)

Rio de Janeiro, Centro Cultural Banco do Brasil; São Paulo, Centro Cultural Banco do Brasil, Lucio Fontana, A òtica do invisivel, 2001-2002, p. 131, another example illustrated in colour

Burgdorf, Museum Franz Gertsch, Lucio Fontana, 2004, p. 141, no. 94, another example illustrated in colour

New York, Gagosian Gallery, Lucio Fontana, Ambiente Spaziali, 2012, p. 257, no. 281, another example illustrated in colour

Paris, Musée d'Art Moderne de la Ville de Paris, Lucio Fontana, 2014, no. 148 (another example exhibited)

#### Literature

Enrico Crispolti, Lucio Fontana, Catalogue raisonné des peintures et environments spatiaux, II, Brussels 1974, p 107, no. 59/60 N 25, illustrated in black and white (terracotta version)

Enrico Crispolti, Erotismo nell'arte astratta (e altre schede per una iconologia dell'arte astratta), Trapani 1976, no. 9, illustrated in black and white (terracotta version) Agostino Bonalumi, Albeto Ghinzani, Giancarlo Ossola (eds.), Il segno della pittura e della scultura, Milan 1983, p. 56, no. 1, illustrated in black and white Enrico Crispotti, Fontana, Catalogo Generale, Volume primo, Milan 1986, p. 356, no. 59-60 N 25, illustrated (terracotta version)

Enrico Crispolti, Fontana, Milan 1999, p. 194, no. 202, illustrated in colour (terracotta version, edition no. unknown)

Enrico Crispolti, Lucio Fontana, Catalogo ragionato di sculture, dipinti, ambientazioni, Tomo I, Milan 2006, p. 536, no. 59-60 N 25, illustrated in black and white (terracotta version)





Despite being best known for his slashed monochrome paintings, Lucio Fontana considered himself a sculptor above all else. Born in Rosario, Argentina in 1899, the artist moved to Milan at a young age and later trained at the Accademia di Brera under the tutelage of the refined representational sculptor Adolfo Wildt. The son of an Italian sculptor, Fontana's early life was based around his devotion to his father's craft. Whilst he first produced work in line with the prevalent aesthetic of the time, the *Novecento Italiano* movement that embraced Italy's renowned representational tradition, the highly finished technique of his work gradually became looser and looser, paving its way away from *Novecento* and closer to pure abstraction. In 1934 the artist joined the Parisian group *Abstraction-Création*, just as his friend Fausto Melotti did one year after.

In 1935, Fontana moved to the small coastal town of Albisola the epicentre of Italian ceramic research and production where his ceramic investigations began in earnest. Whilst attempting an array of traditional subject matter from fantasias, rampant horses, lions, sibyls, warriors to saints and crucifixes, Fontana's execution was in a simultaneously loose and intense manner, the plasticity of clay acting as the perfect material for his firm and expressive manipulation.

During World War II Fontana returned to Argentina where, in 1946, he published the *Manifesto Blanco*, which included his first ideas on *Spatialism* – lifting 'spatial' qualities of art above visual and aesthetic ones. After the war, Fontana came back to Italy and in 1947, he became the co-founder of the Milan

Above
Constantin Brancusi, *Le Nouveau Né*, 1925
Centre Georges Pompidou, Paris
© 2020. White Images/SCALA, Florence
© Succession Brancusi - All rights reserved. ADAGP, Paris and DACS, London 2020

Right page Alternate view

based Movimento Spaziale, which operated according to the Manifesto Blanco, serving as a great influence and inspiration to the German ZERO group and their Dutch counterpart, Nul. Fontana's studio in Milan had been destroyed in the war, and as with many artists of that period, this destruction would reveal itself in many aspects of his work. Humanity went through a rapid technological advancement in the mid-twentieth century, with more progress made in fifty years than in the previous five hundred. Science in many ways replaced religion and Fontana called for art to shed its historical and conformist frameworks and fundamentally update its spirit and method. The response to his own doctrine was to create art that explored a new dimension, almost irrespective of the artistic media - a concept that is encapsulated perfectly in the present work.

Concetto Spaziale, Natura is one of a series of forty-four individual works created between 1959 and 1960 in Albissola. Moulded and shaped from terracotta, with some subsequently cast in bronze, the sculptures would fall into two broad categories dependent on the incisions and gauges made of the surfaces. This in turn mirrors Fontana's approach to painting where he created the buchi (holes) and the slit canvases, usually subtitled attese (waiting). Along with the monumental series of egg-shaped Fine di Dio canvases of 1963-64, the Nature, are themselves reminiscent of seeds and new life and are amongst Fontana's most lyrical and emblematic works. As art historian Anthony White has stated: "Instead of the pregnant fullness of perfect form, the canvas [of Fine di Dio] reflects a body that appears broken and hollow... Thus the theory of nothingness, which was central to the conception of the Nature sculptures, is also at the heart of the End of God series" (Anthony White, Lucio Fontana: Between Utopia and Kitsch, Cambridge, Massachusetts 2011, p. 260).

Bearing violent gouges and raw clefts, these organic, meteoric spheres engage the viewer on a multitude of spatial and conceptual levels, rupturing the boundary between the internal and the external and confusing the viewers' corporeal relationship to its three-dimensional form. Attacking the work with a long metal pole and using all his weight behind the bar for leverage, Fontana would thrust the instrument into the heavy ball of soft clay, stirring it deep into its core with speed and spontaneity thereby creating the characteristic thick and crusty rim along the edges of each gorge and gash. With raw edges bearing the violent trace of the artist's forceful manipulation of matter, the present work is simultaneously corporeal and celestial,



erotic and cosmological. The subtle malleable qualities of the terracotta were then transformed into cold hard bronze, thereby drastically changing the overall feel of the work and evoking a profound feeling of gravitas. When asked about his inspiration, Fontana stated, 'I was thinking of those worlds, of the moon with these... holes, this terrible silence that causes us anguish, and the astronauts in a new world. And so... in the artist's fantasy... these immense things have been there for billions of years... man arrives, in mortal silence, in this anguish, and leaves a vital sign of his arrival... were these not still forms with a sign of wanting to make inert matter live?' (the artist in: Enrico Crispolti, Lucio Fontana: Catalogo ragionato di sculture, dipinti, ambientazioni, vol. I, Milan, 2015, p. 73).

Testament to its foremost importance within Fontana's oeuvre, the present edition of Concetto spaziale, Natura has been exhibited in a number of major exhibitions including at the Palazzo Pitti, Florence (1980), Schirn Kunsthalle, Frankfurt (1996), Museum Moderner Kunst Stiftung Ludwig, Vienna (1997), the Hayward Gallery, London (1999-2000) and the Musée d'Art Moderne de la Ville de Paris, Paris (2014) to name but a few. Many of the remaining Natura works today reside in some of the most prestigious museum collections across the globe such as the National Gallery, Berlin, the Hirshhorn Museum, Washington, D.C.; the Kröller-Müller Museum, Netherlands; the Museum of Fine Arts, Houston; the Walker Art Center, Minneapolis: the Moderna Museet, Sweden: and the Museum Abteiberg, Mönchengladbach.

28 \* AR TP

# **JANNIS KOUNELLIS (1936-2017)**

Untitled 2014

oil on canvas, steel and i-beam

200 by 180 cm. 78 3/4 by 70 7/8 in.

This work was executed in 2014.

£90,000 - 120,000 US\$120,000 - 160,000 €110,000 - 140,000

## Provenance

Almine Rech Gallery, Brussels Galeri Artist, Istanbul Acquired directly from the above by the present owner

#### Exhibited

Brussels, Almine Rech Gallery, Jannis Kounellis, 2014







# **RICHARD LONG (B. 1945)**

Small Hock Cliff Circle 1987

stone, in 70 parts

Overall diameter: 35.5 cm.

14 in.

This work was executed in 1987.

£10,000 - 15,000 US\$13,000 - 19,000 €12,000 - 18,000

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

# Provenance

Private Collection, UK (acquired directly from the artist) Thence by descent to the present owner



30 AR **BERNAR VENET (B. 1941)** 85.5° Arc x 8 2014

incised with the title rolled steel

36 by 19 by 13 cm. 14 3/16 by 7 1/2 by 5 1/8 in.

This work was executed in 2014.

£15,000 - 20,000 US\$19,000 - 26,000 €18,000 - 24,000

This work is registered in the Bernar Venet Studio Archives, New York, under inventory number bc14ss24, and is accompanied by a certificate of authenticity signed by the artist.

## Provenance

Private Collection, Europe (acquired directly from the artist) Private Collection, Europe



#### **MANUEL RIVERA (1927-1995)**

Metamorfosis (Imagen) 1960

signed on the inside of the frame; signed, titled, dated 1960 and variously inscribed on the reverse of the frame mesh and wire in metal frame

81 by 60 cm. 31 7/8 by 23 5/8 in.

£20,000 - 30,000 U\$\$26,000 - 39,000 €24,000 - 36,000

We are most grateful to Mr. Alfonso de la Torre for the information he has kindly provided.

#### Provenance

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

#### Literature

Miguel Logroño, 1956-1981 Manuel Rivera: Los dos lados del espejo, Madrid 1981, p. 54, listed Marisa Rivera, Aproximación a un Catálogo Razonado, 1943-1994, Madrid 1997, p. 182, listed Alfonso de la Torre, Manuel Rivera, Catálogo Razonado de Pinturas, 1943 - 1994, Madrid 2009, p. 167, no. [232] P-60-17, listed

Floating in a sturdy but subtle framework, the complex layers of wire netting of Metamorfosis (Imagen) are superimposed and set against each other at different levels to build an imaginative landscape of forms and depth. The work beautifully displays the formal simplicity of abstraction whilst forever changing depending on light and shadow, as well as the viewers position and emotions when viewing the work. Rivera was never tempted by sculpture or cold kinetic experimentation, he referred to his works as paintings and the expressive interplay of mesh and light with its hypnotic moiré pattern create an experience akin to the works of the Abstract Expressionists. Although Rivera's work is more abstract than that of his fellow El Paso members, he too was influenced by his environment and so we can see history, nostalgia and the artists personal memories, especially of his childhood in Grenada and of the Alhambra, woven into the mesh of his oeuvre.

Rivera liked to find poetic pretexts and reference points for his paintings, and he was greatly influenced by cinema, a true symbol of modernity. In his *Metamorfosis* works he paid tribute to Ingmar Bergman, and not only did he meet his wife at the Regio cinema in Granada, Rivera also found artistic inspiration when he encountered some wire mesh prophetically hanging in the air in a hardware shop window on his way to the cinema. After seeing "Black Orpheus" by Marcel Camus in 1959 he subtitled two of his *Metamorfosis* pieces "Orfeo" and "Eurídice" and increasingly played with the idea of the image and mirrors

in his titles. Like Orpheus crosses the mirror, or Alice the looking glass, the viewer of his subtly manipulated, shimmering metallic paintings is transported to infinite unknown worlds.

Executed in 1960, Metamorfosis (Imagen) stems from one of most productive and successful periods of Manuel Rivera's artistic production. Following the devastation of the civil war and confronted with the challenges that modern art faced in Spain at the time, Rivera pursued similar goals to the American Abstract Expressionists in the late 1950s and gradually moved away from a traditional figurative painting style towards abstraction. Along with fellow artists such as Antonio Saura, Manolo Millares, Luis Feito and Rafael Canogar, all of whom were instrumental in defining the Spanish avant-garde of the Post-War era, he co-founded the El Paso movement in 1957. By 1960, the year the present work was executed, Rivera had already found broad international recognition, having exhibited at the 4th Biennial of São Paulo in 1957 and the 29th Venice Biennale in 1958. His works are included in the permanent collections of such prestigious international institutions as the Galleria Nazionale d'Arte Moderna in Rome, the Museo Nacional Centro de Arte Reina Sofía in Madrid, the Stedelijk Museum in Amsterdam, MOMA and the Solomon R. Guggenheim Museum in New York and the Tate Gallery in London, among others.







A totemic painting by
Wifredo Lam
Lot 32 ——

32 \* WIFREDO LAM (1902-1982) Les Jumeaux, II 1963-1969

signed and dated 1963 oil on burlap

120.7 by 111.7 cm. 47 1/2 by 44 in.

This work was executed between 1963 and 1969.

£320,000 - 420,000 US\$410,000 - 540,000 €380,000 - 500,000

This work is accompanied by a photo-certificate of authenticity signed by Lou Laurin-Lam.

We are grateful to Mr Eskil Lam for confirming the authenticity of this work.

#### Provenance

Collection of the artist. Paris Private Collection, Europe (acquired directly from the above) Sale: De Vuyst, Lokeren, Art Ancien, Moderne et Contemporain: Première Vacation, 22 October 2011, Lot 307 Acquired directly from the above by the present owner

## Exhibited

Kessel, Galerij Dobbelhoef, Wifredo Lam, 25 olieverfs-childerijen, 15 pastels, etsen en litho's en Joan Miro, 30 kleuretsen en litho's, 1978 Nantes, Musée des Beaux-Arts, Wifredo Lam, Voyage entre Caraïbes et avant-gardes, 2010, p. 120, no. 48, illustrated in colour

## Literature

Michel Leiris, Wifredo Lam, Milan 1970, p. 212, no. 168, illustrated in colour (in an intermediary stage) Max-Pol Fouchet, Wifredo Lam, Paris 1976, p. 243, no. 548, illustrated in black and white (in an intermediary stage) Max-Pol Fouchet, Wifredo Lam, Barcelona 1989, p. 263, no. 580, illustrated in black and white (in an intermediary stage) Lou Laurin-Lam and Eskil Lam, Wifredo Lam: Catalogue Raisonné of the Painted Work, Volume II, 1961-1982, Lausanne 2002, p. 317, no. 69.39, illustrated in black and white (in an intermediary stage) Jacques Leenhardt, Wifredo Lam, Paris 2009, p. 237, illustrated in colour





Born in Cuba in 1902 to a Chinese immigrant father and mother of African and Spanish descent, Wifredo Lam's internationalism would play an integral role in the development of his style. Les Jumeaux, II, 1963 - 1969 with its paired back palette of ochre and earthen tones is a consummate example of the artist's work, combining the aesthetic and theoretical power of Surrealism and Cubism with Lam's own aesthetic flavour.

In 1918, Lam began his studies at the Escuela de Bellas Artes in Havana, where he would be trained in academic painting, however the academic conservatism of the Bellas Artes did not inspire the artist and in 1923, with the aid of a scholarship Lam would travel across the Atlantic to Madrid. setting the scene for the beginning of his artistic development. In 1938, Lam moved to Paris, where he would meet some of the leading artists of the time including Pablo Picasso, a great admire of his work, Picasso would go on to collect many of his paintings. Marking a significant turning point in his career, it was in Paris that the artist would come into contact with African Art and Surrealism, which would have a huge impact on the development of his work. With the outbreak of World War II, Lam was forced to flee France and return to Cuba, only returning to Europe after the war. This powerful encounter between Cuban culture and avant-garde Europe would allow Lam to produce some of the most powerful and striking images of the Twentieth century.

An impressive and sophisticated work, created in two stages over a six-year period, Les Jumeaux, II (The Twins)incorporates the aesthetic qualities learnt during his time in Europe with

elements of Cuban and Lam's own personal culture. Bound together in a totemic and disconnected embrace, reminiscent of Chinese symbols, the present work derives much of its inspiration from Cubism, the geometric composition and palette reminiscent of Pablo Picasso's Girl with a Mandolin, 1910. While Picasso's deconstructive masterpiece retains its figurative femininity, Lam uses symbolism to create a purely representational image, one that looks beyond the female form. Inspired by the Cuban Santería religion, which finds its origins in Yoruba and West African traditions as well as savage Spanish Catholicism, the twins known as Ibeye - the catholic equivalents of Saint Cosmas and Saint Damian - are depicted. Descendants of the god of lightening, the Ibeye are sacred among the Yoruba and are considered to be the guardians and protectors of priests and houses. A somewhat enigmatic image, Lam reaches between the familiar and the unknown, projecting the viewer into an irrational and imaginary world.

A giant of the avant-garde, Wifredo Lam's work can be found in the collections of public and private museums across the world including; The Museum of Modern Art in New York; the Art Institute of Chicago; the Museo Nacional de Bellas Artes in Havana; the Museum of Modern Art in Brussels; the Reina Sofia Museum in Madrid and the National Gallery of Art in Washington, D.C. among many others. In 2016 his work was celebrated in the landmark retrospective at the Tate Modern, London to great acclaim.

33 AR

# **LUIS TOMASELLO (1915-2014)**

Atmosphère Chromoplastique N. 344 1974

signed twice, titled and dated 1974 on the reverse painted wood, in a Perspex frame

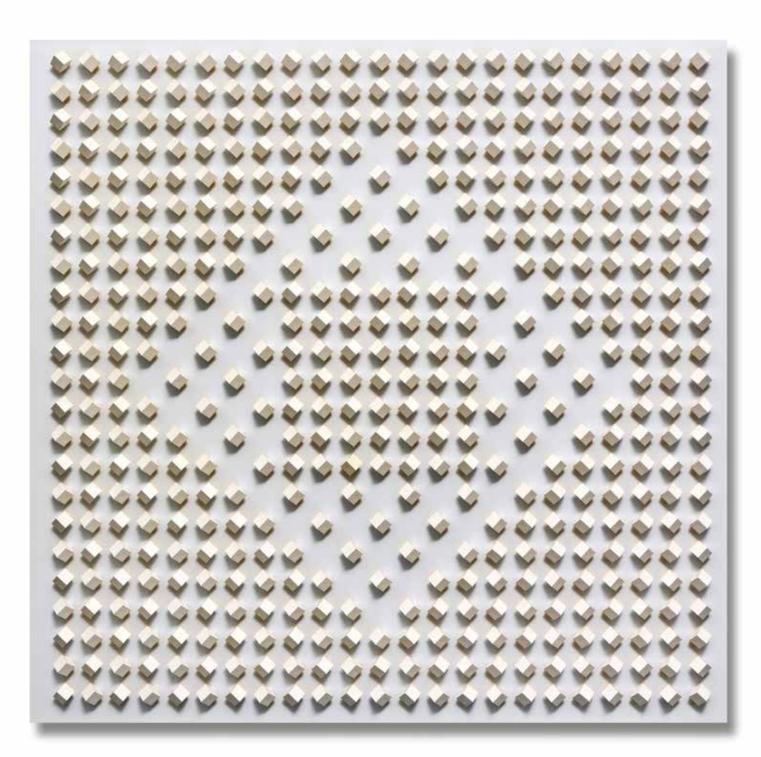
90 by 90 by 11.5 cm. 35 7/16 by 35 7/16 by 4 1/2 in.

£30,000 - 50,000 US\$39,000 - 65,000 €36,000 - 59,000

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

# Provenance

Private Collection, Genoa Thence by descent to the present owner





HARTMUT BÖHM (B. 1938) Quadratrelief 53 1969

signed on a label affixed to the reverse Perspex, in a Perspex box

57 by 57 by 3 cm. 22 7/16 by 22 7/16 by 1 3/16 in.

£4,000 - 6,000 US\$5,200 - 7,800 €4,700 - 7,100

This work is registered in the Hartmut Böhm Archive, Berlin.

# Provenance

Galleria la Polena, Genoa Private Collection, Genoa Thence by descent to the present owner

Nyon, Galerie Historial, Hartmut Böhm, 1970 Genoa, Galleria la Polena, BÖHM, 1970, n.p., no. 15 (incorrect image)

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CARL ANDRE (B. 1935) MNEDIAD 1972

signed, dated 1972 and inscribed STIL-F 43B on the reverse xerox on paper

28 by 21.7 cm. 11 by 8 9/16 in.

£7,000 - 10,000 US\$9,000 - 13,000 €8,300 - 12,000

This is registered in the Carl Andre Poetry Index under no. STIL-F 43B.

# Provenance

Galerie Yvon Lambert, Paris (CAAN-0097) Acquired directly from the above by the present owner

# Exhibited

Paris, Galerie Yvon Lambert, A Stone Left Unturned, 2013

**AUCTIONEERS SINCE 1793** 



# Impressionist & Modern Art

New Bond Street, London | 26 March 2020

# **ENQUIRIES**

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

# **OSSIP ZADKINE (1888-1967)**

Ephebus
elmwood, partially painted
48cm (18 7/8in) high
Carved and painted in 1918, this work is unique
£500,000 - 700,000 \*

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

**AUCTIONEERS SINCE 1793** 



# Impressionist & Modern Art

New Bond Street, London | 26 March 2020

# **ENQUIRIES**

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

bonhams.com/impressionist

# **SALVADOR DALÍ (1904-1989)**

Couple aux têtes pleines de nuages oil on two panels within the artist's frames 94.5 x 74.5cm (37 3/16 x 29 5/16in) 87.7 x 65.8cm (34 1/2 x 25 7/8in) Painted in 1937

£7,000,000 - 10,000,000 \*

 $<sup>^{\</sup>star} \, \text{For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide} \\$ 

**AUCTIONEERS SINCE 1793** 



# Impressionist & Modern Art

New York | 12 May 2020

# **INQUIRIES**

Molly Ott Ambler +1 (917) 206 1636 molly.ott@bonhams.com bonhams.com/impressionist

# HENRI MATISSE (1869-1954)

Nu couché charcoal on paper 15 x 22 1/2 in (38.1 x 57.2 cm) Executed in May 1944 \$200,000 - 300,000

**AUCTIONEERS SINCE 1793** 



# Call to Consign Modern & Contemporary Art

Hong Kong | 25 May, 2020

# **INQUIRIES**

+852 3607 0034 contemporary.hk@bonhams.com sell.bonhams.com

RICHARD LIN (1933 - 2011)

July 58 HK\$1,000,000 - 1,500,000 \*

## **NOTICE TO BIDDERS**

This notice is addressed by Bonhams to any person who may be interested in a Lot, and to all persons participating in the auction process including auction attendees, Bidders and potential Bidders (including any eventual Buyer of the Lot). For ease of reference we refer to such persons as "Bidders" or "you". Our List of Definitions and Glossary is incorporated into this Notice to Bidders. It is at Appendix 3 at the back of the Catalogue. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics. IMPORTANT: Additional information applicable to the Sale may be set out in the Catalogue for the Sale, in an insert in the Catalogue and/or in a notice displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may also be given out orally before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have

# 1. OUR ROLE

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

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

#### 2. LOTS

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

# 3. DESCRIPTIONS OF LOTS AND ESTIMATES

# Contractual Description of a Lot

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

# Estimates

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams' opinion made on behalf of the Seller of the range where Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an Estimate of value. It does not take into account any VAT or Buyer's Premium payable or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below. Prices depend upon bidding and lots can sell for Hammer

Prices below and above the Estimates, so Estimates should not be relied on as an indication of the actual selling price or value of a Lot. Estimates are in the currency of the Sale.

## **Condition Reports**

In respect of most Lots, you may ask Bonhams for a Condition Report on the Lot's general physical condition. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. As this is offered additionally and without charge, Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. The Condition Report represents Bonhams' reasonable opinion as to the Lot's general condition in the terms stated in the particular report, and Bonhams does not represent or quarantee 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 Buver.

# 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  $\mathit{Lots}$  in the  $\mathit{Catalogue}.$  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 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

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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 £3,000,000 and up to £3,000,000 13.9% of the Hammer Price above £3,000,000

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

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

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

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

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 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  $\mathit{VAT}$  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  $\mathit{Sale}$ .

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

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

#### 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to usjin 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*. 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 I imited.

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  $\Sigma$ 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 perr

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  ${\it Lot}$  or any  ${\it Description}$ 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.

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

# Wines in Bond

Wines Iving 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

Buvers 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 I ots 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

- Belgian bottled

FB - French bottled

GB - German bottled OB - Oporto bottled

UK - United Kingdom bottled

owc - original wooden case

iwc - individual wooden case

original carton

# SYMBOLS

# THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- Objects displayed with a TP will be located at the Cadodan TP Tate warehouse and will only be available for collection from this
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Wines Iving in Bond.
- An Additional Premium will be payable to us by the Buyer to

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- cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into

# ·, †, \*, G, $\Omega$ , $\alpha$ see clause 8, VAT, for details. DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 1

#### CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or 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, it's fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.

#### 1 THE CONTRACT

- 1.1 These terms 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 Selfer sells the Lot with full title guarantee or, where the Selfer 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

1.1 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' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller

- or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.
- 3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

#### FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The Seiller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.
- 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

## 5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Selfer will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Selfer and keep the Selfer fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until: (i) the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to and received in cleared funds by Bonhams, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

#### 6 PAYMENT

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

# COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.
- .2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonham's possession or not, until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
- 7.4 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

# 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Selfer will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the Contract for Sale of the Lot for

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

# THE SELLER'S LIABILITY

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

indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

#### 10 MISCELLANEOUS

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

# 11 GOVERNING LAW

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

# APPENDIX 2

# BUYER'S AGREEMENT WITH BONHAMS

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

# 1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and

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

## PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT AND BUYER WARRANTIES

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

- 3.9 You warrant that the funds being used for your purchase have no link with oriminal 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.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 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;
- 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
- 3.10.5 that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 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 Selfer, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

# COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4,30pm on the seventh day after the Sale
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

# 5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 3, 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the

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time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

# 6 RESPONSIBILITY FOR THE LOT

- 6.1 Title (ownership) in the Lot passes to you (i) on payment of the Purchase Price to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will (without further notice to you 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 Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense:
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full:
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this acreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lof under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us

# 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Sellier (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate

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

#### 9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

# 10 OUR LIABILITY

- 0.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for: 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused

- by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
  - You may wish to protect yourself against loss by obtaining insurance.
- 10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

# 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

the original invoice was made out by us to you in respect of the Lot and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a non-conforming Lot, and in any event within 20 days after the Sale (or such longer period as we may agree in writing) that the Lot is a non-conforming Lot; and

within 20 days of the date of the relevant Sale (or such longer period as we may agree in writing) you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a non-conforming Lot and details of the Sale and Lot number sufficient to identify the Lot. but not if:

the Entry in the Catalogue in respect of the Lot indicates that the rights given by this paragraph do not apply to it; or the Entry in the Catalogue in respect of the Lot reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the Lot is a non-conforming Lot only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the Lot comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the Lot was listed in the Catalogue under "collections" or "collections and various" or the Lot was stated in the Catalogue to comprise or contain a collection, issue or Books which are undescribed or the missing text or illustrations are referred to or the relevant parts of the Book contain blanks, half titles or advertisements.

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

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

# 2 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 operally 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. Bonham's has a combaints 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

"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.

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

"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 nonspecialist 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-
  - 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;
  - in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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# **Registration and Bidding Form**

Paddle number (for office use only)

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(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

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

# Data protection - use of your information

and limit Bonhams' liability to bidders and buyers.

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

# please tick this box Notice to Bidders.

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

you may also be derived to provide a barnerelest	٥.
If successful I will collect the purchases myself	
Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.	

Sale title:	Post War & Contemporary Art	Sale date:	12 March 2020			
Sale no.	25970	Sale venue:	New Bond Street			
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours						

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

# General Bid Increments:

 £10 - 200
 by 10s
 £10,000 - 20,000
 by 1,000s

 £200 - 500
 by 20 / 50 / 80s
 £20,000 - 50,000
 by 2,000 / 5,000 / 8,000s

 £500 - 1,000
 by 50s
 £50,000 - 100,000
 by 5,000s

 £10,000 - 2,000
 by 100s
 £100,000 - 200,000
 by 10,000s

£2,000 - 5,000 ......by 200 / 500 / 800s above £200,000 ......at the auctioneer's discretion

£5,000 - 10,000 .....by 500s

# The auctioneer has discretion to split any bid at any time.

Title Customer Number First Name Last Name Company name (if applicable) Company Registration number (if applicable) Address City County / State Post / Zip code Country Telephone (mobile) Telephone (landline) E-mail (in capitals) Please answer all questions below 1. ID supplied: Government issued ID and (if the ID does not confirm your address) current utility bill/ bank statement.

ID supplied: Government issued ID \_\_\_land (if the ID does not confirm your address) \_\_\_\_ current utility bill/ bank statemen
 If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.
 Are you representing the Bidder? \_\_\_\_ If yes, please complete question 3.

2. Are you representing the bloder? \_\_\_\_ If yes, please complete question

3. Bidder's name, address and contact details (phone and email):

Please note that all telephone calls are recorded

Tiedse note that all telephone calls are recorded.							
Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid *			
	•		-				

FOR WINE SALES ONLY			
Please leave lots "available under bond" in bond		Please include delivery charges (minimum charge of £20 + VAT)	

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

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

Date:

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

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

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

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, POST@MARINGRONTEMPORARY ART | 123



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