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New Bond Street, London | 26 March 2020







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Impressionist & Modern Art

New Bond Street, London | Thursday 26 March 2020, 5pm

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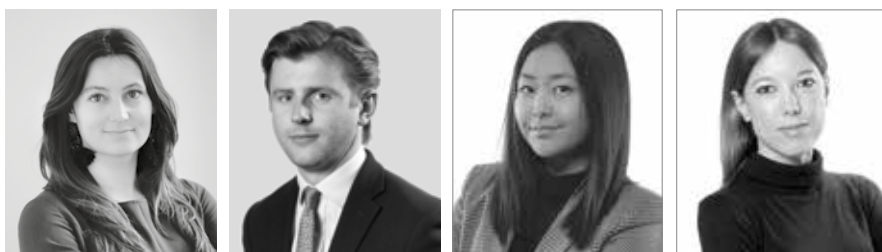


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PROPERTY FROM A DISTINGUISHED BRITISH COLLECTION

1

GUSTAV KLIMT (1862-1918)

Kopf - und Handstudien

signed with the artist's initials 'G-K' and inscribed 'R' (lower right)

pencil on buff paper

50 x 34.5cm (19 11/16 x 13 9/16in).

Executed in 1902

£18,000 - 25,000

€22,000 - 30,000

US\$23,000 - 33,000

Provenance

Erich Lederer Collection, Vienna.

The Piccadilly Gallery, London (circa 1973).

Private collection, UK (acquired from the above).

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

Private collection, London (acquired from the above).

Exhibited

London, The Piccadilly Gallery, *Gustav Klimt*, 30 October - 24 November 1973, no. 22 (later travelled to New York; titled 'Sketches for the "Beethoven Frieze"').

Literature

A. Strobl, *Gustav Klimt, Die Zeichnungen*, Vol. I, 1878 - 1903, Salzburg, 1980, no. 838 (illustrated p. 245).

The present work is a study for three key figures from Gustav Klimt's famous *Beethoven Frieze* now in the Secession Building, Vienna, Austria. The heads to the left are studies for the two angels seen in the upper left of the mural entitled *Die Kunst*, while the head to the lower right relates to the female figure personifying lust in the central part of the composition.



Gustav Klimt (1862-1918), *Beethoven Frieze: "Ode to Joy" and "The Kiss to the Whole World"*, 1902, Galerie im Belvedere, Vienna.



PROPERTY FROM A PRIVATE COLLECTION, UK

2 AR

ALFRED KUBIN (1877-1959)

Der Mann im Mond

signed 'Kubin' (lower right)

brush, pen, ink and wash with *Spritztechnik* on paper

27.3 x 22cm (10 3/4 x 8 11/16in).

Executed in 1903 - 1904

£30,000 - 50,000

€36,000 - 60,000

US\$39,000 - 65,000

Dr. Annegret Hoberg has kindly confirmed the authenticity of this work.

The authenticity of this work has kindly been confirmed by Dr. Peter Assmann.

Provenance

Galerie Corso, Vienna.

Private collection, US (acquired from the above in 1992); their sale, Christie's, London, 24 June 2004, lot 404.

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

Alfred Kubin was a founding member of the Spiritualist art movement *Der Blaue Reiter* and a foremost Symbolist artist. Inspired by the nihilist philosophy of Nietzsche and Schopenhauer, Kubin's work drew upon the dark interior realms of his subconscious and the anxiety of the human condition. His works from 1898 – 1903, from which *Der Mann im Mond* issues, are the most powerful renderings of his engagement with these psychoanalytical and philosophical ideas and are considered the most important of his entire oeuvre.

Depicting a solitary man on the moon standing on an outcrop and silhouetted against the sky, the present work acts as a Symbolist re-imagining of Caspar David Friedrich's Romantic 19th century masterpiece, *Der Wanderer über dem Nebelmeer*. While Friedrich's protagonist displays a sense of awe and command of the landscape, Kubin's lonely figure appears to be engulfed by his wild, other-worldly surroundings. The work depicts a familiar subject of Kubin's – 'the eternal wanderer', and encapsulates the alienation of modern man as described by Nietzsche.



Caspar David Friedrich (1774-1840),
Wanderer above the Sea of Fog, c. 1817,
Collection of Kunsthalle, Hamburg.



PROPERTY OF A PRIVATE BRITISH COLLECTOR

3

EDGAR DEGAS (1834-1917)

Portrait d'Achille Degas

signed, inscribed and dated 'mon frère Achille vers 1864 Degas'
and stamped with the artist's atelier stamp (on the reverse)

oil and pencil on paper laid on board

19 x 15.2cm (7 1/2 x 6in).

Painted *circa* 1864

£60,000 - 80,000

€72,000 - 96,000

US\$78,000 - 100,000

The authenticity of this work has kindly been confirmed by Galerie Brame & Lorenceau. This work will be included in the second supplement of the Edgar Degas *catalogue raisonné*, currently being prepared.

Provenance

Jeanne Fèvre Collection (the artist's niece), France.

Private collection, Neuilly-sur-Seine; their sale, Aguttes, Paris,

26 June 2006, lot 105.

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



Edgar Degas



Rembrandt Harmenszoon van Rijn (1606-1669), *Self-portrait*, 1633, Musée du Louvre, Paris.

'Make portraits of people in typical, familiar poses' (An excerpt from Degas' notebooks in the late 1860s, quoted in Exh. cat., *Degas Portraits*, Zurich, 1994, p. 90).

Dating from *circa* 1864, the present work was painted just a few years before Degas turned towards the ballet as his primary inspiration; however, the portraits of his early oeuvre are some of his most intense and personal, and found him his initial success as an artist. Disinterested in flattering his sitters and able to rely upon his family's wealth, Degas did not require, nor indeed allow, commissioned works from strangers. Instead, he would use close friends and family as his models and set to work, delving into their individual characters through his use of line, palette and composition.

The second of Auguste and Célestine de Gas' five children, Achille struggled to achieve the same success as his older brother Edgar. Described in the archives of the Service Historique de la Marine as a 'turbulent, often impulsive boy and a consistently average student',

the young Achille's first notable moment came in 1858 when he was placed under arrest for 'unruliness and insubordination', unfortunately not his final altercation with the law. Aside from the present work, the only other known portrait of Achille by Degas was painted shortly after he entered the Naval Academy and shortly before this arrest. *Achille de Gas as Midshipman* is currently housed in the National Gallery of Art, Washington, and offers us a wonderful insight into not only Achille's character, but also Degas' ability to capture the essence of his sitters through his personal connection with his subjects and talent as a draughtsman. Degas shows him nonchalantly propped against a chair, his left shoulder slouched to the right and his gaze cast towards the viewer. In his visage we can see the indifference of a haughty teenager.

Disinterested by the uneventful life he was leading, Achille resigned from the Navy in November 1864, the year the present work was created, and along with his youngest sibling René, he moved to New Orleans, the home of his Creole mother. In 1872, after René returned briefly to



Edgar Degas (1834-1917), *Achille de Gas as Midshipman*, 1856-57, National Gallery of Art, Washington, D.C.

‘Without doubt the greatest artist of the period’

– Camille Pissarro referring to Degas in a letter to his son, Lucien, 1883.

Paris, Edgar Degas travelled with him to New Orleans, where he spent five months. Letters back to France reveal the closeness of family links and a warm, affectionate side of Degas' character. He was intensely loyal to his family, a trait that was tested when he learned of the business debts his brothers had accrued. He was forced to make huge sacrifices to settle them, including selling much of his beloved art collection. Sadly, this was in fact one of a number of catalytic moments from the 1870s that led to Degas breaking from his brother Achille, who again disgraced the family name during the Bourse Scandal in 1875 when he fired his revolver at the disgruntled Victor-Georges Legrand, whose wife had been a previous mistress. Degas' familial loyalty was evidenced again upon his death whereupon he left his estate to his only surviving sibling René and the four children of his sister, Marguerite, whom the artist had greatly adored. The oldest of these four children was Jeanne Fevre, the first owner of the present work.

Like many artists of recent centuries, Degas admired and rigorously studied the Old Masters in the early stages of his development as an artist. After leaving school he registered as a copyist in the Louvre where he would appreciate and sketch works from those great artists before him. It was likely here that he began his obsession with line and draughtsmanship that was further built upon thanks to his meeting with the great portraitist and draughtsman Jean-Auguste-Dominique Ingres shortly afterwards in 1855; the same year he was accepted into the École des Beaux-Arts. Degas became captivated by Ingres and Delacroix who were great rivals and subsequently was greatly influenced by both, whilst also crafting a distinct style of his own. He echoed Ingres' use of line in his painting but admired Delacroix's use of colour. The competition between Ingres and Delacroix was in fact one which would later be echoed in the relationship between Degas and Edouard Manet, as Patrick Bade explores in his book *Degas*:





Ryusai Kunishige (1802-1853), *Actor as Kimon no Kihei*, c. 1850, The Cleveland Museum of Art, USA.

'This is not to say that Manet was not capable of powerfully expressive contour, nor Degas of exquisite colour, but the chief beauty of Manet's art lies perhaps in his sensuous use of paint, whereas Degas thought essentially in terms of line and often seems to draw with the brush. Degas disliked the glutinous properties of oil as a medium; he rarely used an impasto, preferring a matt and even surface' (P. Bade, *Degas*, London, 1992, p. 15).

Another highly influential experience for Degas, and European art in the 1850s, was that of the opening of trade with Japan. The Impressionist school – although Degas thought himself separate to the movement – devoured the introduction of Japanese arts and crafts and we can see the great influence it had on artworks at the time. Unlike his contemporaries, Degas was influenced by the qualities of these prints rather than the subject matter; he noted the pictorial formats, the tight cropping and aerial perspectives, filtering it into his own style and method. These early influences in Degas' career truly allowed the young artist to flourish in a number of media and we know from study of his wider oeuvre that there was little he did not experiment with and ultimately master.

Although simple in its format, the present work is a true example of Degas' ability as a draughtsman with the brush. We can clearly see evidence of the influence of earlier studies of Old Masters from his time in Italy and as copyist in the Louvre, the rich dark brown surrounding Achille's head greatly resembling one of Rembrandt's piercing self-portraits. Similar too is the brushwork of the portrait, through which we

can see Degas mapping out the head of his brother, the movement of strokes like that of cross-hatching, slowly building the features and highlights of the sitter's face. As Bade comments, 'Degas succeeds in conveying a mood of alienation and loneliness through visual means and without resorting to the story-telling devices of contemporary English painters. He uses drab, dirty, earth colours far from the joyous palette of the Impressionists' (P. Bade, *ibid*, p. 27). Aside from the chosen palette for his portrait of Achille, the viewpoint differs greatly from that of his earlier portrait, *Achille de Gas as Midshipman*. Gone is the surly stare of the self-assured teenager, replaced instead by a distant gaze, far more contemplative, perhaps due to the recent realisation of an unfulfilling existence. The work differs greatly to many of his other portraits, as it concentrates on purely the face and not the surrounding objects, resembling more closely Degas' early self-portraiture. Notable too is the tight cropping of the head in the present work, with its posture somewhat cocked. Similarly formatted images can be found in Japanese works of the time and we therefore could be seeing the qualities of Japonisme to which Degas was sympathetic, although far more subtly employed than in other works from the period.

Portrait d'Achille Degas is a truly important work not only as the only other known portrait of the artist's brother but also in witnessing Degas' artistic development through a particularly pivotal period in his oeuvre. The present work encompasses the unique style of the developing artist through his reverence for the Old Masters, his interest as one of the first collectors of Japanese art and his modern application of paint.

AUGUSTE RODIN (1840-1917)*Femme nue assise, de profil vers la droite, une jambe pliée*

watercolour and pencil on paper

32.2 x 24.4cm (12 11/16 x 9 5/8in).

Executed circa 1896

£6,000 - 8,000**€7,200 - 9,600****US\$7,800 - 10,000**

The authenticity of this work has kindly been confirmed by Madame Christina Buley-Urbe. This work will be included in the forthcoming *catalogue raisonné des dessins et peintures d'Auguste Rodin (1840-1917)*, currently being prepared.

Provenance

Giancarlo Baroni Collection, Paris; his estate sale, Sotheby's, New York, 29 January 2013, lot 63.

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

Auguste Rodin's works on paper formed a key element of his oeuvre, existing as works in their own right alongside his three-dimensional corpus. What united these two strands of Rodin's artistic output was his focus upon capturing the essence of his subjects, articulated through an increasing simplification of form. Rodin achieved this whilst simultaneously looking to the Old Masters, of whom he considered himself a student. *Femme nue assise, de profil vers la droite, une jambe pliée*, dated circa 1896, issues from a unique series of works on paper. This series, according to Christina Buley-Urbe, is closely related to the group of 32 Rodin drawings discovered at the Musée Clemenceau. The works have a light quality to them which we know from the preservation of the Clemenceau drawings was Rodin's intention. Similarly, the works are unsigned, which according to Christina Buley-Urbe indicate that they were unlikely to have been exhibited during Rodin's lifetime and that they were more likely to have been gifted by the artist.

Sitting with her left hand holding the left leg and supporting her upright seated position, the pose of the woman in the present work deliberately eschews aesthetic tradition. Works on paper from this period were created concurrently with Rodin's studies for the sculpture of Balzac and share the same experimental approach. Backlash against the rejection of this work proved to be a watershed moment for Modernism as an artistic movement, and indeed the canon of art history. Contemporary critics similarly disparaged Rodin's drawings for what they regarded as their incompleteness. However, here we see Rodin demonstrating the boldly modern technique of signifying presence through absence, striving to produce a more authentic rendering of the model through the purposeful use of fewer lines.



PROPERTY OF A LADY

5

AUGUSTE RODIN (1840-1917)

Frère et soeur

signed 'A. Rodin' (on the back of the base), inscribed with the foundry mark 'Alexis.Rudier Fondateur.Paris' (on the left of the base) and stamped with the raised signature 'A. Rodin' (on the inside of the base)
bronze with brown patina
38.6cm (15 1/4in). high
Conceived *circa* 1890 - 1891, this bronze version cast in June 1943 by the Alexis Rudier Foundry.

£60,000 - 80,000

€72,000 - 96,000

US\$78,000 - 100,000

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

Provenance

Musée Rodin, Paris.
Eugène Rudier Collection, le Vésinet (acquired from the above in June 1943).
Private collection, France.
Harry Krampf Collection (Galerie Artina), Paris.
Private collection, London (acquired from the above).
Private collection, London (a gift from the above *circa* 1997 - 1998).

Literature

L. Maillard, *Études sur Quelques Artistes originaux, Auguste Rodin, statuaire*, Paris, 1899 (another cast illustrated p. 46).
R. M. Rilke, *Auguste Rodin*, Leipzig, 1922 (another version illustrated no. 35).
L. Bénédite, *Rodin*, London, 1926 (another version illustrated pl. 28).
G. Grappe, *Le Musée Rodin*, Paris, 1944 (another cast illustrated p. 97).
M. Aubert, *Rodin Sculptures*, Paris, 1952 (another cast illustrated p. 49).

B. Champigneulle, *Rodin*, London, 1967 (another cast illustrated p. 214).
J. L. Tancock, *The Sculpture of Auguste Rodin, The Collection of the Rodin Museum Philadelphia*, Philadelphia, 1976 (another version & another cast illustrated p. 223).

J. de Caso & P. B. Sanders, *Rodin's Sculpture, A Critical Study of the Spreckels Collection, California Palace of the Legion of Honor*, San Francisco, 1977 (plaster version illustrated p. 102).

C. Vincent, 'Rodin at The Metropolitan Museum of Art', in *The Metropolitan Museum of Art Bulletin*, Vol. 38, no. 4, New York, Spring 1981 (another cast illustrated p. 28).

W. Seipel (ed.), *Auguste Rodin, Eros und Leidenschaft*, exh. cat., Vienna & Milan, 1996 (another cast illustrated p. 151).

J. L. Tancock, *Rodin en México, Colección de escultura europea de los siglos XIX y XX*, exh. cat., Mexico City, 1997 (another cast illustrated p. 44).

C. Judrin & H. Pinet, *Rodin en 1900, L'exposition de l'Alma*, exh. cat., Paris, 2001 (another cast illustrated p. 97).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. I, Paris, 2007, no. S.975 (another cast illustrated pp. 376-377).

Conceived *circa* 1890 - 1891, *Frère et soeur* shows a combination of a seated female figure and a small child. The former is a clear re-articulation of Camille Claudel's *Jeune fille à la gerbe*, whereas the boy can be related to numerous figures of children modelled by Rodin in the 1870s and 1880s. Interestingly, this is the only known sculpture in Rodin's oeuvre inspired by the work of the two lovers, middle-aged Rodin and youthful Claudel. The girl's angular forms are characteristic of adolescence, breaking the tradition of the mother and child, whilst the child seems to be wriggling away from her excessive tenderness. Rodin was extremely close to his own sister, who died in 1862. Her physical decline coincided with her broken engagement to a friend of Rodin's. Rodin introduced the two, although he proved to be an unfaithful and unworthy suitor. *Frère et soeur* was highly popular at the time for its charming and youthful qualities, and indeed works from this period reflect a side of Rodin's work that serve as an indispensable counterpoint to the tragic universe of *La Porte de l'Enfer*.



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

6

AUGUSTE RODIN (1840-1917)

Nijinsky

signed and numbered 'A. Rodin N° 9' (on the front of the standing leg); inscribed and dated '© by musée Rodin 1958.' (on the back of the standing leg)

bronze with brown patina

17.6cm (6 15/16in). *high*

Conceived in 1912, this bronze version cast in December 1958 by the Georges Rudier Foundry in an edition of 13.

£80,000 - 120,000

€96,000 - 140,000

US\$100,000 - 160,000

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

Provenance

Musée Rodin, Paris.

Roland, Browse & Delbanco, London (acquired from the above in January 1959).

Gustav Delbanco Collection, London.

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

Exhibited

Paris, Musée d'Orsay, *L'Après-midi d'un Faune. Mallarmé, Debussy, Nijinsky*, 14 February - 21 May 1989, no. 27.

Bath, Holburne Museum of Art, *In the Public Eye, Treasures from the West of England*, 15 October - 8 December 2002, no. 102.

London, Browse & Darby, *Edgar Degas 1834 - 1917 Auguste Rodin 1840 - 1917, Sculpture & Works on Paper*, 14 February - 16 March 2018, no. 1.

Literature

Exh. cat., *Rodin, esquisses, aquarelles et dessins*, Brussels, 1960 (another cast illustrated).

C. Goldscheider, *Rodin inconnu*, exh. cat., Paris, 1962 (plaster version illustrated p. 55).

C. Goldscheider, 'Rodin et la danse', in *Art de France*, Paris, 1963, Vol. III (another cast illustrated p. 333).

A. E. Elsen, *Rodin*, New York, 1963 (another cast illustrated p. 143).

D. Sutton, *Triumphant Satyr: The World of Auguste Rodin*, London, 1966 (another cast illustrated on the frontispiece).

Exh. cat., *Rodin*, Tokyo, 1966 (another cast illustrated no. 106).

R. Bernier, 'Henri Moore parle de Rodin', in *L'oeil*, no. 155, November 1967 (another cast illustrated on the summary page & p. 31).

R. Descharnes & J.-F. Chabrun, *Auguste Rodin*, London, 1967 (plaster version illustrated pp. 256-257).

V. Barbić & E. Kovačević, *Auguste Rodin 1840 - 1917*, exh. cat., Zagreb, 1968 (another cast illustrated).

Exh. cat., *Rodin, Sculpture & Drawings*, London, 1970 (another cast illustrated p. 93).

Exh. cat., *Rodin 1840 - 1917*, Lisbon, 1973 (another cast illustrated p. 69).

A. E. Elsen, *Rodin*, London, 1974 (another cast illustrated p. 143).

J. L. Tancock, *The Sculpture of Auguste Rodin, The Collection of the Rodin Museum Philadelphia*, Philadelphia, 1976 (another cast illustrated p. 45).

A. E. Elsen (ed.), *Rodin Rediscovered*, exh. cat., Washington, 1981 (another cast illustrated p. 143).

Exh. cat., *Rodin, Sculptures & Drawings*, New Delhi, 1982 (another cast illustrated no. 105).

Exh. cat., *Auguste Rodin (1840 - 1917)*, Mexico City, 1982 (another cast illustrated p. 103).

P. Gassier, *Rodin*, exh. cat., Martigny, 1984 (another cast illustrated p. 140).

S. Kuthy (ed.), *Camille Claudel - Auguste Rodin, Künstlerpaare-Künstlerfreunde, Dialogues d'artistes-résonances*, exh. cat., Fribourg, 1985 (another cast illustrated p. 169).

M. Doñate & M. T. Guasch, *Rodin, Bronzes i aquarelles del Museu Rodin de París*, exh. cat., Barcelona, 1987 (another cast illustrated p. 139).

G. Söderland & B. Jarret, *Auguste Rodin*, exh. cat., Millesgården, 1988 (another cast illustrated pp. 32 & 34).

J. Newton, 'Rodin and Nijinsky', in *Gazette des Beaux-Arts*, Vol. 114, September 1989 (another cast illustrated p. 101).

Exh. cat., *Nijinsky, un dieu danse à travers moi*, Paris, 1989 (another cast illustrated p. 80).

J.-M. Nectoux (ed.), *L'Après-midi d'un Faune, Mallarmé, Debussy, Nijinsky*, exh. cat., Paris, 1989 (plaster version illustrated p. 25).

M. Laurent, *Rodin*, London, 1990 (plaster version illustrated p. 143).

J.-L. Prat, *L'Art en mouvement*, exh. cat., Saint-Paul, 1992 (another cast illustrated p. 38).

J. Sillevs & A. Krijgsman, *Rodin*, exh. cat., Ghent, 1995 (another cast illustrated pp. 200-201).

R. Crone & S. Salzmann (eds.), *Rodin, Eros and Creativity*, Munich, 1997 (another cast illustrated pl. 10).

C. Ebner (ed.), *Rilke & Rodin, Paris 1902 - 1913*, exh. cat., Sierre, 1997 (another cast illustrated p. 88).

A. Eggum & J. Kokkin, *Rodin og Norge*, Oslo, 1998 (another cast illustrated p. 66).

M. Kahane (ed.), *Nijinsky 1889 - 1950*, exh. cat., Paris, 2000 (plaster version illustrated p. 232).

L. Peracaula (ed.), *Auguste Rodin*, exh. cat., Barcelona, 2000 (another cast illustrated p. 98).

U. Berger, 'Three sculptors and a dancer, Nijinsky's relations with Maillol, Rodin and Kolbe', in *Apollo*, Vol. 156, no. 489, November 2002 (plaster version illustrated p. 47).

M. Gubern (ed.), *Auguste Rodin*, exh. cat., Barcelona, 2001 (another cast illustrated p. 76).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. II, Paris, 2007, no. S. 803 (another cast illustrated p. 550).

A. Gerstein (ed.), *Rodin and Dance, The Essence of Movement*, exh. cat., London, 2016 (plaster version illustrated p. 186 & another cast illustrated p. 189).



Auguste Rodin



Vaslav Nijinsky as the Faun in Claude Debussy's *L'Après-midi d'un Faune*, 1912.

Conceived in 1912, *Nijinsky* stems from the final chapter of Rodin's fifty-year oeuvre and is one of the last sculptures he ever made. After spending most of his career working on large scale and complex figures, Rodin turned to smaller figures in the late years of his practice. Works created between 1910 and 1917 such as *Mouvements de Danse* and *Nijinsky* mainly celebrated the leaping, twisting bodies of balletic models. Their smaller format allowed Rodin to shape the damp clay using only his bare fingers and modelling knives, allowing him to rapidly capture the flexible bodies and their rhythmic movements. He often observed his models walking around his studio and as the years progressed, figural forms became more fluid and expressive. In these late series, and most notably the present work *Nijinsky*, Rodin pushed the boundaries of sculpture even further towards a modernised style that coincided with avant-garde trends emerging in Paris at the time.

Parallel to these events, the virtuoso Vaslav Nijinsky (1889 – 1950) emerged on the artistic scene and captivated theatre audiences across Europe as the principle dancer of the Ballet Russes. The company was founded by Serge Diaghilev in 1909 and was regarded as one of the most influential of the twentieth century. Nijinsky was hailed for his exceptional performance in ballets such as *Le Pavillon*

d'Armide, *Le Spectre de la Rose*, and *Petrouchka*. Often described as an enigmatic character and extraordinary dancer, Nijinsky propelled ballet into the era of modernism and became one of the most legendary figures of dance.

In May 1912 the show *L'Après-midi d'un faune* premiered at the Théâtre du Châtelet. Inspired by the poem of the same name by author Stéphane Mallarmé, it was the first time Nijinsky himself would choreograph for the Ballet Russes. The result was a revolutionary and controversial piece, which caused much upheaval and scandalised Parisian audiences. The 12-minute-long act, performed to music by Claude Debussy and with costumes by Léon Bakst, tells the story of a faun (half man and half beast) played by Nijinsky, who tried to charm one of the seven nymphs he encountered when he bathed on the rocks. He attempted to catch her whilst she undressed, but he failed and was left with her scarf. The dance ends with Nijinsky performing erotic movements after his return to the rock. The shocked audience was presented with an eccentric performance, whereby the vocabulary of traditional ballet was substituted with a narrative of archaic, primitive and angular movements. Nijinsky's deeply innovative style in dance reflected the radical, geometrical experiments of the Cubists contemporaneously being developed.

L'Après-midi d'un faune received negative press in the days that followed, as Gaston Calmette's review in *Le Figaro* reads: 'We saw an unseemly faun, making rapid movements of erotic bestiality and shameless gestures. And this overly suggestive pantomime from the body of a misshapen beast, hideous of face and even more hideous in profile, was justifiably booed' (G. Calmette quoted in A. Le Normand Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. II, Paris, 2007, p. 551). Rodin was outraged by the appearance of the article and went to see the show the very next day where he rushed on stage afterwards to congratulate Nijinsky. He also countered Calmette's review by co-signing an article written by Roger Marx acknowledging their support of Nijinsky in *Le Matin*. It led to a public battle, in which Rodin ultimately had to retract his statement as his 'artistic morality' was questioned by the public and he was threatened with the loss of the Hôtel Biron, which was to be gifted by the French State to house the Musée Rodin.

Nonetheless, Nijinsky travelled to Meudon to thank Rodin in person, and they agreed upon a few sittings as Rodin wanted to draw the dancer with the view of creating a sculpture. The meetings were abruptly stopped by Diaghilev, who was fuelled with jealousy when he found Nijinsky undressed and sleeping at Rodin's feet in his Meudon studio on a very hot summer day in July 1912.

Nijinsky was likely created during this last encounter, before the Ballet Russes left for London. For a long time, the sitter for the present work remained unknown. Cécile Goldscheider was the first scholar to identify him as Nijinsky and noted a few features that resembled the dancer's distinctive physiognomy, such as the broad shoulders, elongated ears, sharp cheekbones and short nose. Jean-Michel Nextoux also confirmed the sculpture's physique to be Nijinsky as 'the half-human, half bestial impression given by the statuette was exactly the same as that which Nijinsky and Bakst had sought to suggest' (J. -M. Nextoux quoted in A. Le Normand Romain, *ibid*, p. 552).



Portrait of Vaslav Nijinsky, 1911.

The innovative movement displayed by Nijinsky required a new sculptural form and Rodin looked to more avant-garde trends to convey the dynamism of his subject. Just three years before *Nijinsky* was created, Marinetti published the *Manifesto del Futurismo*. The sculptor drew inspiration from the Futurists' theories on *movimento* that culminated in the present work. Rodin modelled Nijinsky's coiled muscles and elegant body into almost angular geometric Futurist forms. His head was moulded in a triangular shape resembling an aerodynamic cyclist's helmet. The unusual stance of the figure confirms that something completely new is happening, as if the figure is swiftly pivoting in the air and that Rodin is apprehending multiple movements into one moment: 'Imagine someone who drew in and gathered all his weight together in his heart and who, pressing down on this centre, would lift himself up and share himself out into movements, no, who would immediately take them all back' (R. M. Rilke quoted in A. Le Normand Romain, *op. cit.*, p. 551). In *Nijinsky*, Rodin depicted the dancer as the revivalist of modern age, leaving all classical conventions of form behind. Rodin's enduring relevance in his later years is reflected in the work of contemporaries such as Picasso, whose multi-faceted *Tête de Fernande* bronze from 1909 shares this desire to capture movement according to the new narrative of modernism.

It was not until 1958 that the clay model of *Nijinsky* was cast in bronze. Twelve bronzes were cast, plus the extra edition '0' for the Musée Rodin, and were swiftly purchased by buyers. Such was their demand that 'Henry Moore told Rosamund Bernier how much he regretted missing the opportunity to acquire the last cast, which was purchased by renowned museum director and art historian Kenneth Clark' (A. Le Normand Romain, *op. cit.*, p. 552).

Only a few casts of *Nijinsky* have remained in private collections since the edition was produced. The majority reside in renowned museum collections such as the Metropolitan Museum in New York and the Victoria & Albert Museum in London. The present cast received significant institutional attention as it was included in the retrospective at the Musée



A 1912 photograph of Pablo Picasso's *Tête de femme (Fernande)*, 1909.

d'Orsay in the first documentary exhibition on *L'après-midi d'un Faune* whereby the controversial and innovative performance was reconstructed through a myriad of plastic work and manuscripts. More recently, another cast was exhibited at the critically acclaimed *Rodin and Dance, The Essence of Movement* exhibition at the Courtauld Gallery (2016).

PROPERTY FROM A PRIVATE BRITISH COLLECTION

7 AR

LÉONARD TSUGUHARU FOUJITA (1886-1968)

La danseuse en blanc

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

gouache, watercolour, pen, India ink and gold leaf on paper

42.5 x 29.9cm (16 3/4 x 11 3/4in).

Executed in 1918

£50,000 - 70,000

€60,000 - 84,000

US\$65,000 - 91,000

Provenance

Private collection, UK (possibly acquired in Paris in the 1920s).

Thence by descent to the present owners.

Literature

S. Buisson, *Léonard Tsuguharu Foujita*, Vol. II, Paris, 2001, no. 18.136

(illustrated p. 175).



PROPERTY FROM A PRIVATE BRITISH COLLECTION

8^{AR}

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Les bergères

signed and dated 'T. Foujita 1918' and further signed in Japanese
(lower right)

watercolour, pen, India ink and gold leaf on paper

42.4 x 30cm (16 11/16 x 11 13/16in).

Executed in 1918

£40,000 - 60,000

€48,000 - 72,000

US\$52,000 - 78,000

Provenance

Private collection, UK (possibly acquired in Paris in the 1920s).

Thence by descent to the present owners.

Literature

S. Buisson, *Léonard Tsuguharu Foujita*, Vol. II, Paris, 2001, no. 18.135

(illustrated p. 175).



JULIO GONZÁLEZ (1876-1942)*Femme et son enfant*

signed and dated 'juli 1/906' (lower right)

gouache, watercolour, pen, ink and wash on paper

27 x 19.9cm (10 5/8 x 7 13/16in).

Executed in 1906

£4,000 - 6,000**€4,800 - 7,200****US\$5,200 - 7,800****Provenance**

Roberta González Collection (the artist's daughter), Paris.

Carmen Martínez & Viviane Grimminger Collection, Paris.

Galerie de France, Paris.

Private collection, Girona (acquired from the above).

ExhibitedAntibes, Musée Picasso, *Julio González. Sculptures et dessins*

1906 - 1942, 1 September - 30 October 1990, no. 70.

LiteratureJ. Gibert, *Julio González, dessins*, Vol. II, *les maternités*, Paris, 1975
(illustrated p. 18).T. Llorens Serra, *Julio González, Catálogo general razonado de las
pinturas, esculturas y dibujos*, Vol. I, 1900 - 1918, Valencia, 2007,
no. 123 (illustrated p. 154).



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

10^{AR}

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Paysage de banlieue, Malakoff

signed 'T. Foujita' and further signed and inscribed in Japanese
(lower right); signed and inscribed 'Malakoff. Paris. Tsuguharu Foujita'
(on the reverse) and signed 'Foujita' (on the stretcher)

oil on canvas

46 x 55.3cm (18 1/8 x 21 3/4in).

Painted in Paris in 1917

£60,000 - 80,000

€72,000 - 96,000

US\$78,000 - 100,000

Provenance

Private collection, Paris.

Private collection, Paris (a gift from the above in the 1930s).

Thence by descent to the present owners.

Exhibited

Paris, Musée de Montmartre, *Léonard Tsuguharu Foujita et l'Ecole
de Paris*, 10 April – 23 June 1991, no. 7 (later travelled to Tokyo).

Dinard, Palais des Arts et du Festival, *Foujita, le maître japonais de
Montparnasse*, 27 June - 25 September 2004, no. 11.

Paris, Musée Maillol, *Foujita, peindre dans les années folles*,
7 March - 15 July 2018, no. 19.

Literature

S. Buisson, *Léonard Tsuguharu Foujita*, Vol. II, Paris, 2001, no. 17.92
(illustrated p. 156).





Fujita in 1923.

Léonard Tsuguharu Foujita



Henri Rousseau (1844-1910), *La carrière*, 1897.

'I wondered why my predecessors had only come to measure themselves against Europeans with the intention of returning to occupy important positions in Japan... I on the other hand was determined to lead a serious struggle on the continent, to compete on the real battlefield, even if it meant rejecting everything I had learned up until then' (Foujita quoted in S. Buisson, *Foujita, Inédits*, Paris, 2007, p. 54).

Foujita's arrival in Paris in 1913 followed a tradition of young Japanese artists and artisans in training making the long sea voyage to Europe to glean what they could from their European counterparts, and return to their homeland enriched and ready for domestic success. It seemed that from the moment Foujita disembarked in Marseille he was set on a slightly different path. Although undoubtedly the advent of the First World War shortly thereafter would complicate matters for the young artist, his destiny was to make a name for himself in the West. He was keen to immerse himself in the current concerns of the most avant-garde of artists in Paris, and he quickly made friends and acquaintances who would act as his gateway into the heart of Parisian artistic life. One of these figures was the Chilean painter Ortiz de Zarate, who asked Foujita to accompany him on a fateful studio visit on only his second day in the French capital:

'The following day [...] Ortiz de Zarate offered to take him to see Picasso. Invitations to see Picasso were rare; but Ortiz quickly

understood who merited them. Picasso was not disappointed. Foujita caused a sensation in the studio on Rue Schoelcher [...] Foujita spent a long time examining the African masks, and the guitars and violins that had been cut in half. He noticed cubist canvases and others that were blue and pink of scrawny gypsies. He particularly lingered in front of the paintings by Douanier Rousseau that Picasso had hung alongside his own' (S. Buisson, *ibid.*, p. 52).

The impact of this early meeting on Foujita's artistic vision was immense. Evidently Picasso's Cubist works elicited curiosity, and one can see the influence of this in the small number of paintings that have survived from this very early date. Works such as *Femme cubiste* from 1914 display a mix of Foujita's own love of vivid colour and stylistic flourish, imbued with the shattered perspective and multi-angle construction of the Spaniard's experiments of that time. It was, however, the naïve canvases of the French customs officer that struck Foujita the most, and would provide a lasting inspiration that can be seen in the many landscapes of Paris and its surroundings that he painted towards the end of the First World War. The present work, *Paysage de banlieue, Malakoff*, is a stunning example of the influence of Rousseau, and Foujita's ever-more unique style. The work depicts a desolate industrial suburb of Paris, and takes delight - just as Rousseau's scenes had - in the mundane details of work being done, goods being transported. The palette is now very restrained, largely due to Foujita's inability to access the materials he had before the war. Using a simple canvas and hues in various shades of grey, Foujita marries the pared-back Japanese aesthetic of his early artistic education with a new European method of representation. The viewer is struck by the simplicity, austerity even, of the scene; poetic in its emptiness.

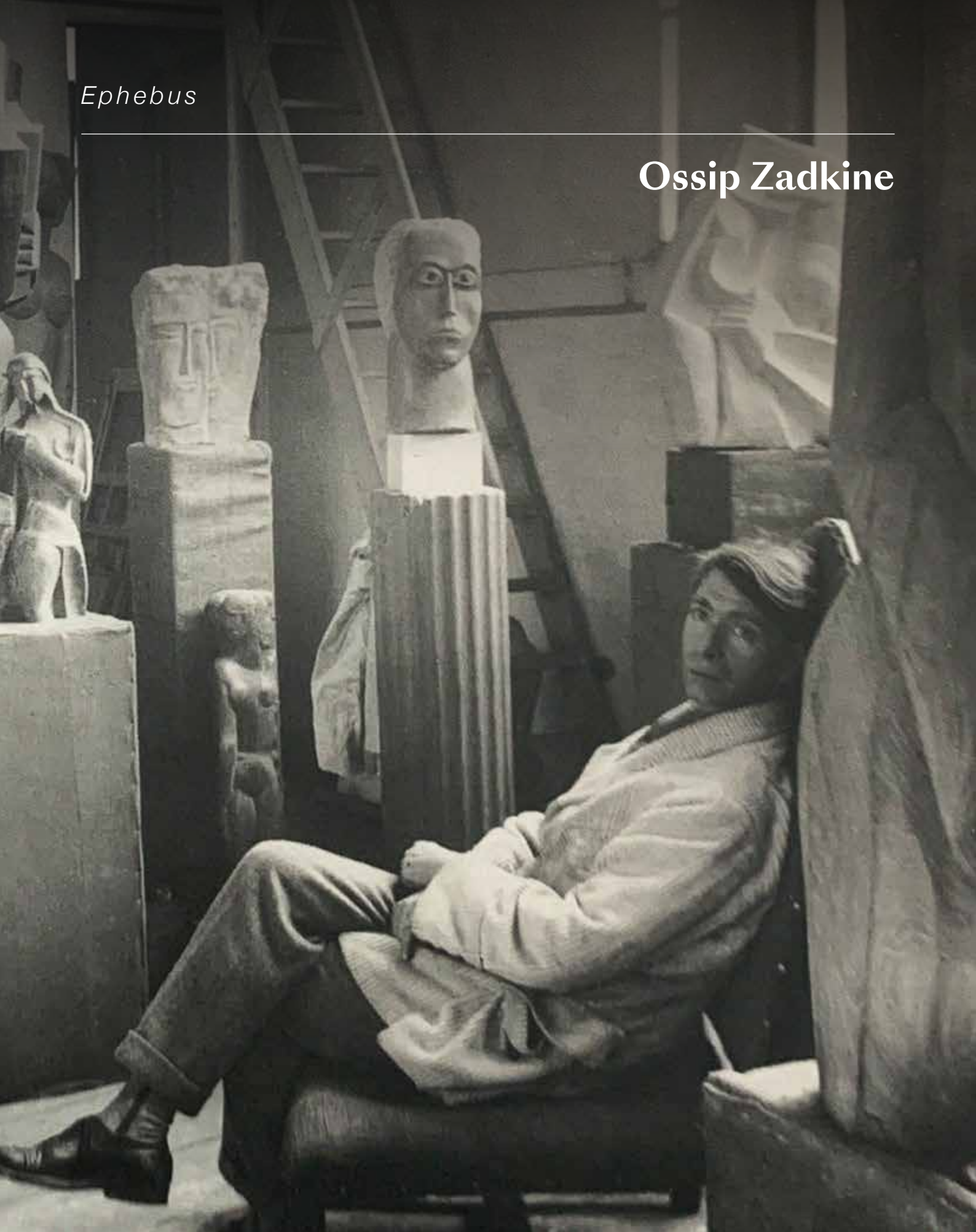
Foujita had left Paris briefly during the height of the War to spend time in London, and had seen active service as a volunteer in the International Red Cross. The conflict had undoubtedly disrupted the time that he would have otherwise spent concentrating on his practice, but this hiatus meant that Rousseau's work was still fresh in his mind come the last years of the War. Returning to Paris in 1917, Foujita had very limited means and was living the life of a true bohemian, moving from studio to studio and surviving on whatever sustenance he could come by whilst making the most of the wild Montparnasse scene. Having befriended a fellow Japanese painter called Kawashima, they attended the most outlandish balls and gatherings and Foujita enjoyed great romantic success with the artists, models and muses of the *demi-monde*. As his life became ever more rooted in Paris, and success started to become more apparent, his thoughts were far from his homeland. Foujita would soon cut all ties with his father, and his beloved wife Tomiko, and he would begin in earnest his life as one of the most successful painters of the *années folles*.



Ossip Zadkine in his rue Rousselet atelier, Paris, c. 1925.

Ephebus

Ossip Zadkine



PROPERTY FROM AN IMPORTANT EUROPEAN COLLECTION

11 AR

OSSIP ZADKINE (1890-1967)

Ephebus

signed 'Zadkine' (lower left)

elmwood, partially painted

48cm (18 7/8in). high

Carved and painted in 1918, this work is unique.

£500,000 - 700,000

€600,000 - 840,000

US\$650,000 - 910,000

Provenance

Jean Mayen Collection, Paris (acquired directly from the artist in 1924);

possibly his sale, Sotheby's, London, 25 June 1986, lot 154.

Galerie Maurice Keitelman, Brussels.

Private collection, Belgium (acquired from the above *circa* late 1980s).

Exhibited

Paris, Atelier Zadkine, rue de Rousselet, 16 May - 2 June 1920, no. 10 (titled 'L'Adolescent').

Brussels, Palais des Beaux-Arts, *Zadkine*, January 1933, no. 9.

Arles, Musée Réattu, *Zadkine, bois et pierres*, 7 March - 14 June 1992, no. 5 (later travelled to Paris).

The Hague, Museum Beelden aan Zee, *Zadkine aan Zee. Retrospectief Ossip Zadkine (1888 - 1967)*, 6 October 2018 - 3 March 2019, no. 4.

Literature

The artist's handlist.

Album Van der Wal, no. 47 (illustrated).

M. Raynal, 'Ossip Zadkine', in *Valori Plastici*, Rome, 1921, pl. 27 (titled 'Tête d'adolescent' & dated '1916').

Le Figaro-Magazine Méditerranée, 7 March 1992.

I. Jianou, *Zadkine*, Paris, 1979, no. 45 (pp. 63 & 94).

S. Lecombre, *Ossip Zadkine, L'oeuvre sculpté*, Paris, 1994, no. 49a (illustrated p. 97).

S. Carayrou *et al.*, *Ossip Zadkine, L'instinct de la matière*, exh. cat., Paris, 2018 (illustrated pp. 99 & 102).



Ossip Zadkine

‘I think that the sculptors of my generation such as Gaudier-Brzeska, Villon, Archipenko, Brâncuși, Lipschitz and myself can be considered as upholders of the ancient tradition of those stone and wood sculptors, who having left the forest, gave free rein to their dreams of fantastical birds and large tree trunks.’

– Ossip Zadkine



Constantin Brancusi (1876-1957), *Mlle Pogany I*, 1912, Philadelphia Museum of Art, USA.

Alongside Constantin Brâncuși, Amedeo Modigliani and Henri Gaudier-Brzeska, Ossip Zadkine stands as a pioneer of the sculptural revitalisation in the early twentieth century. In the years following the First World War, Zadkine's sculptures expressed an overwhelming desire to revive the human spirit and to restore order, peace and beauty to a fractured world. Realised in 1918, shortly after Zadkine's return to Paris after being wounded in action, *Ephebus* stands as a masterful embodiment of this aspiration and remains an exquisite and rare example of the aesthetics and technique which defined Modern Sculpture.

Zadkine's work was nourished from a young age by a deep affinity for natural materials - stone, wood and clay - elements which recalled the pine forests and rocky banks of the Dvina river near his childhood town of Vitebsk in Belarus. His formative artistic talents and intrinsic desire to work with wood were developed in England where he attended art school and worked as a carpenter's apprentice, yet Paris' reputation for artistic experimentation, cosmopolitan living and the exceptional Salons proved irresistible for the young artist. Arriving in the capital in 1909 at the age of nineteen, Zadkine was immediately immersed in the cocktail of nationalities and influences which characterised the bohemian quarters of the city in the early years of the twentieth century. He initially enrolled at the École des Beaux Arts and was quick to seek inspiration in the wealth of galleries and museums, including the anthropological collections of the Musée d'Ethnographie du Trocadéro as well as the treasures of the Louvre. These visits and the myriad of objects which heralded from antiquity and across the globe captured the imagination of Zadkine and his fellow students and proved to be far more educational than the stultified academicism of the École:

‘We talked about sculptures that we had been to see at the Louvre.’ Zadkine would later recount, ‘With the limited number of French works that I had learned in my studies, I spoke about Egyptian sculptures. During this time, we discovered things that completely overwhelmed us. One morning, one of us presented a photograph of a Romanesque head. The simplicity of the forms, their dimensions, and the emotions captured within the eyes of this head made us ashamed of the feeble imitations that we were modelling at school. Strangely, we felt that it was in this kind of ancient production that the key to sculpture was hidden’ (Zadkine quoted in S. Lecombre, *Ossip Zadkine: L'œuvre Sculpté*, Paris, 1994, p. 24).

This desire to mine inspiration from archaic and non-Western sources chimed with the prevailing taste of the Parisian avant-garde and was concurrent with a new intention amongst artists to return to a more authentic and immediate means of sculpting. This new generation, largely comprised of émigré artists, including Brâncuși, Modigliani and Archipenko, perceived a decline in the sculptural medium, notably under the dominance of Auguste Rodin. Zadkine professed that ‘even Rodin did not convince [him] entirely’ and that ‘his trickery with the human body created a void between him and some of the young artists [he] was with’ (Zadkine quoted in M. Moutashar, S. Lecombre, A. Charron & P. Elliot, *Zadkine, Bois et Pierres*, exh. cat., Arles, 1992, p. 19). Meanwhile, Modigliani complained to Cubist sculptor Jacques



Ossip Zadkine, c. 1922, alongside the unfinished
Sculpture or Formes féminines, photographed by Marc Vaux.



Head of a Buddha, Pakistan, 5th Century A.D, Musée Guimet, Paris.



Head of 'Blonde Youth' (Blond Ephebe), Greek, 5th Century B.C, Ethnikó Arheologikó Moussio, Athens.

Lipchitz in 1912 'that sculpture was sick, that it had fallen into decay due to Rodin and his influence. We practiced too much modelling in clay, there was too much mud' (J. Lipchitz quoted in M. Moutashar, S. Lecombre, A. Charron & P. Elliot, *ibid.*, p. 21).

This debate reached its peak shortly after the death of Rodin in 1917, in which the sculptural system (inherited from the Renaissance) was subjected to public scrutiny following a court case against one of Rodin's technicians. It emerged that Rodin was a modeller in clay who then entrusted his maquettes to foundries and artisans responsible for enlarging and translating them into marble or bronze. Sculptors it transpired, were neither trained, nor generally desired to work as carvers, and 'there remained a clear division between the invention of work in the soft material (the privilege of the artist) and its execution of the work in a hard material, stone or wood, (the preserve of the craftsman)' (M. Moutashar, S. Lecombre, A. Charron & P. Elliot, *ibid.*, p. 20). It was also revealed that from one model Rodin would usually order multiple copies to be made and, in the context of a booming art market, contemporary collectors were perturbed by the questions of 'authenticity' raised over role of the artist and the uniqueness of the artwork.

It was against this background that direct carving by the artist from a single block of stone or wood came to represent technical honesty, and was established as a modernist rebuttal to the collaborative systems of the Academy. As Brâncuși declared in one of his most

celebrated aphorisms of 1925, 'direct cutting is the true road to sculpture'. By 1910 Brâncuși had already submitted a work to the Salon des Indépendants simply labelled 'pierre sculpté', and in 1912 Modigliani showed seven stone heads at the Salon d'Automne. Zadkine was to meet Modigliani the following year and they instantly struck up a dynamic and enduring friendship. 'I can see him now' Zadkine would later recall of their first meeting, 'he looked like a young god disguised in his Sunday best. He talked to me immediately about sculpture and the advantages of direct carving in stone, and he invited me to come to his place to see some of his early pieces, with which he said he was not satisfied' (Zadkine quoted in A. Kruszyński, *Amedeo Modigliani. Portraits and Nudes*, Munich, 2000, p. 36).

In *Ephebus*, Zadkine hews the block of wood in direct accordance with the modernist method of the day. Wood was a material that Zadkine returned to throughout his career, though few early works in this medium remain outside of museum collections. Carved sculptures in wood from this period can be seen in museums including Tate London, the Hirshhorn Museum and Sculpture Garden, Washington, and the Stedelijk Museum, Amsterdam. In these works, the immediacy of the artist's touch and gesture is keenly preserved through the directness of the cut in which no retouching or revisionist processes can take place. From the delicately carved curls of the hair to the masterful grooves and undulations which animate the figure's face, *Ephebus* is testament to the free-hand virtuosity of the artist and his intrinsic sense of the object already existing within the material.

In contrast to Brâncuși who was known to make a very limited number of preparatory drawings, Zadkine preferred to make no preparatory sketches for his carved works. Instead, he conceived of the process as a form of inspiration in which the latent spirit of the work would reveal itself through a profound receptivity to the material: 'In my heart...was the cabinet maker, the man who liked to animate wood.' Zadkine explained 'I did not choose [...], before working with wood a technical prerequisite from an aesthetic. A kind of confident half-conscience guided me not by leading my hand but by installing in me a logic, which, in short, put me at the service of the wood' (Zadkine quoted in M. Moutashar, S. Lecombre, A. Charron & P. Elliot, *op. cit.*, p. 21).

Sculpted in honey-coloured elmwood, the present work is emblematic of Zadkine's deep respect for the integrity and natural properties of the material. Working with the grains of the wood, Zadkine discovers the form of his subject; the inclination and oval formation of the head, for example, is underscored and dictated by the direction and curvature of the rings, which also help to shape the chin of the figure, while the verticality of the bust is emphasised by the linear striations and absence of the right shoulder. Through a contrast in smooth modelling, rough chiseling to the verso and by leaving the right edge of the bust completely exposed and untamed by tools or polish, Zadkine further foregrounds the varying qualities of the wood and prompts an evocation of the tree itself. The process of creation is no longer to impose the vitality on an inert material but rather to reveal the life and spirit from within: 'If a sculptor makes a bird' Zadkine elucidated, 'he works the

stone that contains the bird; if he wants to create Daphne, he works the tree which IS Daphne: the life of the tree and the stone which will represent these two 'objects' must never be sacrificed to the sole illustration of these objects because the presence of this singular life of matter derives the essential meaning of sculpture' (Zadkine quoted in M. Moutashar, S. Lecombre, A. Charron & P. Elliot, *op. cit.*, p. 23).

Carved and painted in 1918, *Ephebus* marks a resumption in Zadkine's sculptural work following the war. Touches of Cubism can be detected in the simplification of form and geometrising of the facial features – a movement Zadkine had engaged with prior to 1914, yet this work marks a certain departure from the cold austerity of Cubism which Zadkine felt to be too dehumanising in the post-war context. During the First World War, Zadkine enlisted voluntarily and was posted to the Russian ambulance corps in Champagne in 1916. As a stretcher bearer, he experienced the horrors of war first-hand transporting the maimed soldiers from the trenches and was himself later gassed at the front. After a period of convalescence, Zadkine returned to Paris in 1917 in poor health and disillusioned with the state of humanity. His return to the capital however was to prompt a period of creative and spiritual rejuvenation for the young artist, and to inform his approach to the sculptural medium for the rest of his career.

On his return to Paris, Zadkine renewed his friendship with Modigliani and they decided to share an atelier. Their mutual interests and influences are keenly felt in the tilted posture of the head, elongated



Amedeo Modigliani (1884-1920), *Lunia Czechowska (la Main Gauche sur la Joue)*, 1918, Private Collection.



Amedeo Modigliani (1884-1920), *Tête*, c. 1911-12, Private Collection.



André Kertész (1894-1985), *Ossip Zadkine in his Paris studio*, 1926, The Israel Museum, Jerusalem.



Ephebus, possibly in Ossip Zadkine's atelier on the rue Rousselet, Paris, c. 1920.



Ossip Zadkine's atelier on the rue de Vaugirard, Paris.

limbs and empty, almond eyes of *Ephebus*, characteristics which bear a striking resemblance to the simplified features of Modigliani's stone *Têtes* and the slender, stylised figures of his contemporary painting. Both artists were drawn to Egyptian, Khmer and African art as well as antique sources and revelled in the 'spirit of synthesis' which would come to define the group later known as the École de Paris.

Ephebus – the Greek term for a male adolescent engaged in military service – makes a direct reference to Hellenistic antiquity and was a source to which Zadkine would frequently return to draw his subjects and titles. In the aftermath of the Great War however, Zadkine's turn towards classicism acquired a poignant significance and was in accordance with a general 'Rappel à l'ordre' enacted by many former avant-garde artists, who mined the art of antiquity to abjure the cruel reality of their own day. Zadkine's recasting of the Ephebe in the present work deliberately eschews any resemblance to that of a young Greek hero; rather, the subject – feminised and serene – retains the bearing of a religious statue and offers a redemptive, contemplative counterpoint to a traditional homage to war. Writing to his friend the Swiss painter Gustave Buchet just a few months after his return from the front, Zadkine stated 'I only know [...] that, I think, we are forced to understand our path of suffering as the only way possible and to love it because it is strewn with suffering. It means to love suffering too. And to create beautiful things. Is it not? My dear friend, work and do not make concessions and compromises. This, I believe, is my artistic religion' (Zadkine quoted in February 1918 in S. Lecombré, *op. cit.*, p. 37).

In *Ephebus*, Zadkine skilfully realises a balanced and deeply lyrical sculpture, through a juxtaposition of compositional asymmetry and opposing sculptural effects. Working with the curve of the polished grain to accentuate the gently inclined head and rounded left shoulder

of his young subject, Zadkine is able to offset the craggy, natural contour of the right shoulder and the roughly hewn surface to the back of the sculpture. At the same time, the diagonal of the bowed head is complimented by the opposing oblique of the raised hand which gently caresses the neck. The overall impression of the sculpture is one of deep serenity and, in the words employed by art critic Maurice Raynal in 1921, 'plastic tenderness'. Discussing his work a few years later, Zadkine emphasised that 'it was not a question of primitive art or ignorance, but of emotion expressed in sober language, scorning all pompous and academic tradition, radiating instead the poignancy and tragedy of human life' (Zadkine quoted in 1928 in S. Carrayou *et al.*, *Ossip Zadkine, L'instinct de la matière*, exh. cat., Paris, 2018, p. 110).

Ephebus has resided in the same private collection for over thirty years and was formerly in the collection of wealthy French collector and important patron, Jean Mayen. The sculpture was acquired by the collector in 1924 for his property in Roquebrune-Cap-Martin and remained in his collection until at least 1979. Just prior to its purchase by Mayen, *Ephebus* was selected by Zadkine to be a key part of his first solo exhibition held at his studio on rue Rousselet in 1920. The exhibition was largely comprised of sculptures showcasing the direct carving method and received a glowing review from the influential French critic André Salmon. Writing in the magazine *L'Europe nouvelle* on the 13th June 1920, Salmon exclaimed, 'Zadkine is one of the strongest, liveliest and most sensational (in the absolute sense of the word) expressions of this European Art which we have seen flourishing in Paris for ten years and more [...] The large figures he exhibits are flowers of the spirit, blooming on a very solid terrestrial foundation [...] Today I only wish to encourage art lovers, too deprived of an important part of the plastic arts, to run to the workshop of this wonderful young man, driven by a primitive artisan consciousness.'

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

12 AR

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Les grues

signed 'T. Foujita' (lower left) and further signed in Japanese; signed 'T. Foujita' and further signed, inscribed and dated in Japanese (verso)
gouache, pen, India ink and gold leaf on paper
31.8 x 39.9cm (12 1/2 x 15 11/16in).
Executed in 1920

£50,000 - 70,000

€60,000 - 84,000

US\$65,000 - 91,000

Provenance

Private collection, Paris.

Private collection, Paris (a gift from the above in the 1930s).

Thence by descent to the present owners.

Exhibited

Paris, Musée de Montmartre, *Léonard Tsuguharu Foujita et l'Ecole de Paris*, 10 April - 23 June 1991, no. 8.

Dinard, Palais des Arts et du Festival, *Foujita, le maître japonais de Montparnasse*, 27 June - 25 September 2004, no. 35.

Paris, Musée Maillol, *Foujita, peindre dans les années folles*, 7 March - 15 July 2018, no. 3.

Literature

S. Buisson, *Léonard Tsuguharu Foujita*, Vol. II, Paris, 2001, no. 20.12 (illustrated pp. 47 & 178).

While it is certainly true that Foujita immersed himself fully in the stylistic nuances of the Western avant-garde, one often finds at the very least a trace of his Eastern sensibility and Japanese aesthetic. In some cases, such as *Les grues* executed in 1920, the reference is overt, and we see Foujita returning to the visual motifs of his homeland.

Cranes hold a particular significance in Japanese and wider Asian culture, and were a favourite subject for Japanese artists and craftsmen. The elegant birds were said to live for a thousand years, and came to symbolise longevity and prosperity. Following the popularisation of the folktale *Tsuru no Ongaeshi* ('the Crane's Return of a Favour'), in which a crane returns to the man who saved his life in the form of a beautiful wife and provides him wealth and sustenance, the birds also took on a strong romantic connotation. During this time Foujita was in the midst of an intense romance with his new wife, Fernande Barrey, whom he had married in 1917 a mere two weeks after their first meeting. Perhaps it was the notion of the birds mating for life, as cranes are said to do, that inspired the artist at this particular moment in his life.

Here Foujita revels in the flat planar representation and elaborately gilded backgrounds of the Edo period screens and lacquer-work that he would have been surrounded by at the time of his education in Tokyo. The two proud figures of the cranes are shown in perfect profile, against a delicately applied gold ground. The foreground of cerulean water and vivid green grass are, in contrast, depicted in a more representational style that recall the early Renaissance naturalism of Duccio or Cimabue. Foujita studied panel paintings by these artists at the Louvre after moving to Paris in 1913, and the melding of this very Western tradition with the references and myths of Japan exemplifies what makes Foujita such a singular artist.



Ogata Korin (1658-1716), *Six panel screen with cranes*, Edo Period, Freer Gallery of Art, Smithsonian Institution, USA.





洞 治
Hōujita
1923

Femme allongée, Youki

Léonard Tsuguharu Foujita



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

13 ^{AR}

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Femme allongée, Youki

signed and dated 'Foujita 1923' and further signed in Japanese
(lower left); signed 'Foujita' and further signed, inscribed and dated
in Japanese (on the stretcher)
oil on canvas

50 x 61.2cm (19 11/16 x 24 1/8in).

Painted in Paris in December 1923

£500,000 - 700,000

€600,000 - 840,000

US\$650,000 - 910,000

Provenance

Private collection, Paris

Private collection, Paris (a gift from the above in the 1930s).

Thence by descent to the present owners.

Exhibited

Paris, Palais à la Porte Maillot, *Salon des Tuileries*, 1924.

Paris, Musée de Montmartre, *Léonard Tsuguharu Foujita et l'Ecole de Paris*, 10 April - 23 June 1991, no. 14 (later travelled to Tokyo).

Dinard, Palais des Arts du Festival, *Foujita, le maître japonais de Montparnasse*, 27 June - 25 September 2004, no. 51.

Kawamura, Kawamura Memorial DIC Museum of Art, *Léonard Foujita et ses modèles*, 17 September 2016 - 15 January 2017, no. 16 (later travelled to Iwaki, Niigata & Akita).

Paris, Musée Maillol, *Foujita, peindre dans les années folles*, 7 March - 15 July 2018, no. 79.

Literature

F. de Miomandre, 'Foujita', in *L'Art et les artistes*, Paris, Vol. XXIII, no. 120, October 1931 (illustrated p. 14; titled 'Femme couchée' and dated '1924').

S. Buisson, *Léonard Tsuguharu Foujita*, Vol. II, Paris, 2001, no. 23.30 (illustrated pp. 29 & 187).



Léonard Tsuguharu Foujita

In the three decades from the Meiji Restoration until the turn of the century in 1900, Japan had changed in the most profound way. Closed off to the Western world throughout the Tokugawa shogunate, Japan had maintained the purity of its traditions in a way that seemed unimaginable to its contemporaries in the melting pot of central European culture. This was certainly true of the Arts, as painters and craftsmen revived and refined the ancient styles of painting, wood-blocking and porcelain production. When Japan threw off this self-imposed isolation in the 19th Century, a new wave of painting was promoted by the government to reflect the cultural rebirth and global reintegration: *yoga*, or Western, style. Artists were now encouraged to travel to Europe, seeking an exchange with their French, Dutch and Italian counterparts, returning to Japan well-versed in the aesthetic developments they had encountered there. One young artist who set off on this journey of discovery was Tsuguharu Foujita. However, he did not return to Japan shortly after his training in Paris: he went on to become one of the leading figures of the European avant-garde. By blending both Eastern and Western canonical traditions, and elevating them with a talent entirely of his own, Foujita remains one of the most significant figures to emerge from this period of cultural exchange.

Born not long after the reopening of Japan to the West, Foujita trained as a *yoga* painter at the Tokyo National University of Fine Arts and Music, and shortly thereafter moved to France with the intention of immersing himself in the art and culture of Paris, the epicentre of the international art scene. Perhaps Foujita's intentions were never to return to Japan bringing with him an understanding of the current French practice, but it soon became clear upon his arrival that he would not be satisfied with mere artistic reportage. Within a decade of his arrival in 1910, Foujita had attained critical success, and was a leading light of the Montparnasse scene, alongside his friends and fellow artists Amedeo Modigliani, Chaïm Soutine, Pablo Picasso and Fernand Léger.

The end of the First World War in 1918 brought with it a new dawn in Paris. As Fernand Léger described it, 'man could finally lift his head, open his eyes, look around him and enjoy once again a taste for life' (Léger, quoted in S. Buisson, *Léonard Tsuguharu Foujita*, ACR Edition, Vol. 1, Paris, p. 80). The Grand Palais reopened the following year, after spending the war as a barracks, and a Salon d'Automne was organised in which Foujita took part alongside some of the great names of the day: Matisse, Bonnard, Marquet. Foujita became a



Léonard Tsuguharu Foujita (1886-1968), *Young Couple and animals*, 1917, Private Collection.



レオナルド
Foujita
1926

Léonard Tsuguharu Foujita (1886-1968),
Portrait of the artist, 1926, Musée des Beaux-Arts, France.

regular fixture at the annual Salons, and through these occasions he began to gain greater and greater acclaim. After the heartache of losing his close friends Amedeo Modigliani and Jeanne Hébuterne in 1920, Foujita threw himself ever more fervently into the practice of his art. He gained critical success for his serene still-lives, and portraits embodying both his Eastern traditions and the most thrilling elements of the avant-garde. By the time the current work, *Femme allongée, Youki*, was exhibited in the Salon des Tuileries in 1924, Foujita was at the very height of his 'golden-age'.

Painted in 1923, the present work is one of the most alluring of Foujita's *grands nus*: a series of medium and large-scale canvases depicting the *odalisque* of the European tradition, seen through the prism of the Japanese painter's unique vision. Around 1920 Foujita moved away from the brighter palette he had adopted during the 1910s, and developed a restrained palette of greys, browns, blacks and creamy whites. Foujita even created a technique called *nyhakushoku*, or 'milky white', that he used to paint the serene tones of his nudes' skin. He employed these almost monochrome hues with devastating effect: in the present work, Foujita has used a smoky black to depict the background of the bedroom, throwing his sitter's alabaster skin into stunning contrast. Upon close study the subtle variations in her skin tone become clear, the shell-pink of her nipples and lips, and the shadows highlighting her breasts. The warm brown of her wavy hair identifies the sitter as Lucie Badoud, or 'Youki' as she was called affectionately by Foujita. The close perspective takes the viewer into the bed itself, enveloped in the soft grey ripples of the bed linens and the darkness of the intimate space Foujita has created. Youki gazes directly at the viewer, as if looking in to the eyes of her

lover. The Japanese writer Teiichi Hijikata remarked that 'the skin [of Foujita's nudes] has the smooth and sparkling surface of porcelain, containing all the charm of white with none of the coldness' (Hijikata, quoted in S. Buisson, *ibid.*, p. 96).

Foujita had noted that the nude was all but absent from Japanese art, and that he had made a conscious decision to focus on the subject, looking to the greats of the Western canon, for whom the female nude had been a cornerstone since the Italian Renaissance. In 1921 the artist travelled to Italy, and encountered many of the great Western paintings so admired throughout the centuries. Painters like Michelangelo, Titian and Raphael were to become as important for Foujita's artistic development as Picasso and Modigliani had been during the preceding decade. It is likely, for instance, that Foujita would have seen *The Venus of Urbino* during this formative trip, and one cannot behold *Femme allongée, Youki* without recalling the direct gaze and gently downward tilting face of Titian's golden-haired beauty.

Foujita's obsession with the female nude during the early 1920s can be seen partly as a response to his discovery of the Old Masters, but also as a conceptual choice very much tied to his Japanese heritage. Foujita applied the Japanese concept of *Geidō*, which means 'the way of art', to his practice. This concept encompassed the idea of an artist only attaining greatness through an apprentice-like devotion to perfecting technique. He believed that only through applying himself with an almost monkish devotion to his practice, could he then introduce an element of individuality and creative greatness to his work. This goes some way to explain Foujita's somewhat repetitive 'self-copying', as Sylvie Buisson refers to it, (S. Buisson, *op. cit.*, p.



Titian (c.1488-1576), *Venus of Urbino*, before 1538, Galleria degli Uffizi, Italy.



Léonard Tsuguharu Foujita (1886-1968), *Reclining nude with Toile de Jouy*, 1922, Musée d'Art Moderne de la Ville de Paris, France.

92), where the artist returned again and again to the same compositions and themes. One can conclude that by the early 1920s Foujita's ardent practical application had brought him a level of technical excellence that truly merited the success he was to enjoy during this period. He was convinced that artistic success was all that mattered, as this would bring him immortality: 'I had a very Oriental philosophy: it didn't matter when or how I died because [my artistic success] would give me, even in the depths of misery, a serenity of being' (Foujita, quoted in S. Buisson, *op. cit.*, p. 92).

While Foujita commenced in earnest the painting of nudes in 1921, it was the following year that developments in his romantic life would provide the artist with his most fertile inspiration. Since 1917 Foujita had been in a relationship with Fernande Barrey, herself an accomplished painter of headstrong character, and a notable regular at the balls and brasseries of Montparnasse. During the first years of the new decade Fernande had become frustrated with Foujita's slavish working practice, leaving her to socialise without him while he spent his days and nights in the studio. While Fernande began a widely-reported affair with another Japanese artist, Koyanagi, she remained very much in love with Foujita and scoured the streets of Paris for her then-husband after he had all but disappeared. Foujita's sudden absence from the studio was in fact due to an encounter with the young daughter of a hotel owner. With remarkably fair skin and wavy auburn-blond hair, Lucie Badoud was a very different character to Fernande, and from the outset of their relationship she was devoted to Foujita in an entirely unselfish manner. Mesmerised by her skin, Foujita nicknamed her 'Youki' ('snow' in Japanese) after the snow-like appearance of her complexion, a quality that was highlighted to monumental effect in his 1924 masterpiece *Youki, déesse de la neige*, that he selected for the Salon d'Automne that year.

Femme allongée, Youki is one of the artist's finest examples from this incredibly fruitful period, where Foujita's new desire to depict the

unadorned female figure led to some of his most celebrated compositions. One can see the fervour with which Foujita approached the subject in the numerous depictions of Youki and her fellow models: 'I use models not only to produce my works but above all the way that food nourishes the body. Also like food, I have tried to absorb as much nutritious substance from them as possible' (Foujita, quoted in S. Buisson, *Foujita, Inédits*, Paris, 2007, p. 127). The vitality that the artist gained from these sittings is certainly visible in the present composition, as well as the devotion he felt during these early years with Youki. It is a portrait of intense sensuality, that encapsulates the artist's desire to marry the canonical influences he had discovered in Europe with the technical and philosophical rigour of his homeland.



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



Salvador Dalí

Couple aux têtes pleines de nuages





Giacinto Scelsi, early 1940s.

Giacinto Scelsi

'How can one forget that constant play between the interior and exterior worlds created by the large windows facing out on the ruins of the Imperial Forum; the palm in front of the French windows; the American vine on the facade, its fiery red colour in autumn ... The exterior creeping in, regularly interspersed with musical instruments, the creative disorder of the scores and books on the piano and on the tables, the drawers overflowing with recording tapes, the ancient objects, the portraits of the Yoga Masters and the Ascetics – a corner of mysterious icons - the discreet tapestries, the worn rugs and, on the sofa in a visual axis with the palm, under two golden silhouettes, Giacinto Scelsi' - Luciano Martinis (translated from 'A proposito di un dittico di Dalí', in *I suoni, le onde. Rivista della Fondazione Isabella Scelsi*, no. 9, Rome, April - June 2002).

For the fortunate visitor to Giacinto Scelsi's home in the historic centre of Rome, the sight of Salvador Dalí's Surrealist masterpiece *Couple aux têtes pleines de nuages* would have been an unforgettable one. In the midst of the composer's many scattered instruments, notes, recording tapes and antiquities, hung these exceptional panels in hand-carved shaped gilt frames: a couple, leaning contemplatively towards each other, their torsos filled with the unmistakable dreamscapes of the Spanish painter's finest work.

The enigmatic and revolutionary composer Giacinto Scelsi Conte d'Ayala Valva (1905-1988) dedicated his life to writing innovative music, only achieving critical acclaim a few years prior to his death. Scelsi was born into a noble family in the South of Italy, and started playing the piano at the early age of three. After studying composition and harmony in Rome, Scelsi travelled abroad extensively and moved within Europe's avant-garde elite. Whilst living in Paris in the 1920s he encountered the Surrealists. Notable among these artists, writers and poets was Paul Éluard, the first husband of Gala Dalí and to whom, according to Scelsi, Dalí's stunning diptych *Couple aux têtes pleines de nuages* first belonged. He recounted to his biographer Luciano Martinis that the work had been gifted to Éluard by Dalí as a wedding

present, and that he had in turn acquired the diptych from the French poet. Scelsi keenly followed the currents of Surrealism, and wrote Surrealist poetry in French – he often declared his love of Éluard's poetry to close friends and maintained links to the group, spending time with Salvador Dalí and Gala during their travels in Italy during the Spanish Civil War.

Scelsi was a true innovator, and developed an idea of a 'spherical' sound which he translated through microtonal elements in his music. Much like the Surrealists before him, Scelsi was fascinated by the concept of automatic and intuitive improvisation, which he used to create works such as *La nascita del Verbo* (1948), *Quattro pezzi su una nota sole* (1959) and *String Quartet No. 4* (1963), recorded séance-like on a tape recorder. He collaborated with American composers such as John Cage, Morton Feldman and Earle Brown, and became a source of inspiration for Ennio Morricone's *Gruppo di Improvvisazione di Nuova Consonanza*. However, Scelsi remained largely unknown for most of his career and he stopped composing in the late 1970s. The Parisian group *Itinéraire* declared Giacinto Scelsi the father of the avant-garde in 1982, and a series of concerts in the late 1980s debuted many of his pieces to great acclaim shortly before the composer's death. The impact caused by the late discovery of Scelsi's works was described by Belgian musicologist Harry Halbreich: 'A whole chapter of recent musical history must be rewritten: the second half of this century is now unthinkable without Scelsi [...] He has inaugurated a completely new way of making music, hitherto unknown in the West' (Halbreich quoted in P. A. Castanet, *Giacinto Scelsi aujourd'hui: actes des journées européennes d'études musicales consacrées à Giacinto Scelsi (1905-1988)*, Paris, 2005, p. 191).

In 1987, Scelsi founded the Isabella Scelsi Foundation and presided over it until his death in 1988. He named the Foundation after his sister Isabella, to whom he had remained close throughout his life. The Foundation is dedicated to the study and dissemination of his work, and the support of new music.



The residence at 8 Via San Teodoro, home of Giacinto Scelsi in the latter part of his life and today the seat of the Isabella Scelsi Foundation. Above the sofa, the Salvador Dalí diptych.

PROPERTY OF THE FONDAZIONE ISABELLA SCELSE, ROME

14 AR

SALVADOR DALÍ (1904-1989)

Couple aux têtes pleines de nuages

signed, inscribed and dated 'Gala Salvador Dalí 1937' (lower right on the left panel); signed, inscribed and dated 'Gala Salvador Dalí 1937' (lower right on the right panel)

oil on two panels within the artist's frames

94.5 x 74.5cm (37 3/16 x 29 5/16in) (left panel, including the artist's frame)

87.7 x 65.8cm (34 1/2 x 25 7/8in) (right panel, including the artist's frame)

Painted in 1937

£7,000,000 - 10,000,000

€8,400,000 - 12,000,000

US\$9,100,000 - 13,000,000

Provenance

(Possibly) Paul Éluard Collection, Paris.

Giacinto Scelsi Collection, Rome.

Fondazione Isabella Scelsi Collection, Rome (bequeathed by the above in 1987).

Exhibited

Venice, Palazzo Grassi, *Dalí, The Centenary Retrospective*,

12 September 2004 – 16 January 2005, no. 155 (later travelled to Philadelphia).

Rovereto, Museo di Arte Moderna e Contemporanea di Trento e Rovereto, *Cent'anni 1900 - 1950. Opere dalla collezione permanente del MART*, 2008 - 2009.

Rovereto, Museo di Arte Moderna e Contemporanea di Trento e Rovereto, *Tra avanguardia e tradizione 1912 - 1945 e oltre. Opere dalla collezione permanente del MART*, 2009 - 2010.

Stockholm, Moderna Museet, *Dalí Dalí featuring Francesco Vezzoli*, 19 September 2009 - 17 January 2010, no. 18.

Milan, Palazzo Reale, *Salvador Dalí, il sogno si avvicina*, 22 September 2010 – 30 January 2011.

Vienna, Kunsthalle, *Le Surréalisme, c'est moi! Hommage an Salvador Dalí*, 22 June - 23 October 2011.

Rome, Complesso Monumentale del Vittoriano, *Dalí, un artista un genio*, 9 March - 1 July 2012, no. 25.

Dublin, Irish Museum of Modern Art, *What We Call Love, From Surrealism to Now*, 12 September 2015 - 14 February 2016.

London, Royal Academy of Arts, *Dalí/Duchamp*, 7 October 2017 - 3 January 2018, no. 137.

Barcelona, Museu Nacional d'Art de Catalunya, *Gala Salvador Dalí, A Room of One's Own at Púbol*, 7 July - 14 October 2018.

Literature

L. Martinis, 'A proposito di un dittico di Dalí', in *I suoni, le onde*.

Rivista della Fondazione Isabella Scelsi, no. 9, Rome, April - June 2002 (illustrated on the front and back covers).

Fundació Gala-Salvador Dalí (eds.), *Catalogue Raisonné of Paintings by Salvador Dalí*, online catalogue, 2004, no. P 508 (illustrated).

R. Descharnes & G. Nèret, *Salvador Dalí 1904 - 1989, The Paintings*, Vol. I, 1904 – 1946, Cologne, 2007, no. 612 (illustrated p. 272; dated '1936').

M. Draguet, W. Jeffett & D. M. Johnson, *Dalí & Magritte*, exh. cat., Brussels, 2019 (illustrated p. 69).



Salvador Dalí

Couple aux têtes pleines de nuages



The Surrealist Group in 1935; back row from left to right: Man Ray, Jean Arp, Yves Tanguy and André Breton. Front row from left to right: Tristan Tzara, Salvador Dalí, Paul Éluard, Max Ernst and René Crevel.

Issuing from the height of his Surrealist period, *Couple aux têtes pleines de nuages* foregrounds some of the most iconic elements of Salvador Dalí's best-known works. Painted at a time of huge personal and political change, the innovative format of the present work and the fascinating provenance place it as one of the most important works by this extraordinary artist ever to appear at auction.

The Catalan artist's involvement with the Surrealist movement and his passionate relationship with his future wife Gala both began in the same year, and from then on, his romantic life and his practice would forever be entwined. Dalí first met the Surrealist poet Paul Éluard (thought to be the first owner of the present work) in early 1929 whilst staying in Paris to film *Un Chien Andalou* with Luis Buñuel. Through Éluard, Dalí was introduced to the wider Surrealist circle and invited them to stay with him in Cadaqués that summer. Amongst the party who visited were René Magritte and his wife Georgette, along with Éluard's wife, the Russian-born Elena Ivanovna Diakonova, known as 'Gala'.

Dalí's relationship with the growing Surrealist group was subsequently cemented by his first solo exhibition in the November of that year, held at the Galerie Camille Goemans in Paris. Accompanied by a

catalogue prefaced by André Breton ('it is, perhaps, with *Dalí*, the first time that the mental windows have opened wide' – Breton quoted in D. Ades, *Dalí*, London, 1982, p. 84), it was heralded as a great success. Aged just twenty-five, Dalí was now regarded as one of the leading lights of the Surrealist circle.

Breton, who had formed the heart of the Surrealist group since writing the *First Manifesto of Surrealism* in 1924, had originally been inspired by the writings of Sigmund Freud, who suggested that our unconscious mind contains unspoken desires and thoughts that our conscious self refuses to acknowledge. The Surrealist group sought to unlock these through automatism and the analysis of dreams, embracing and celebrating the accidental and the irrational. Dalí met Freud in person in 1938 to sketch his portrait, but sought to interpret his ideas in his own unique way, which he coined the 'paranoiac-critical method'. The artist sought to play with the viewer's own paranoid and subjective mind to read alternative meanings into the images presented in a composition. This freely-associated imagery differed from the automatic method of other Surrealists, as in Dalí's work each motif or nuance was carefully staged and planned to provoke a desired reaction.



Salvador Dalí (1904-1989), *Portrait of Paul Éluard*, 1929, Private Collection.

By the time *Couple aux têtes pleines de nuages* was painted however, Dalí's relationship with Breton was showing signs of tension, anticipating his eventual expulsion from the Surrealist group in 1939. By then, Breton had named Dalí 'Avida Dollars', a derogatory anagram of the Spanish artist's name referring to the French phrase 'avide à dollars', meaning 'eager for dollars'. His growing derision for Dalí stemmed from the latter's increasing focus on commercial commissions and his fondness for fame and celebrity, which Breton believed was down to the increasing influence of his wife Gala.

Gala and Dalí had fallen in love that summer of 1929 in Cadaqués, and she remained there with him, established as his constant muse. Their relationship was one of passionate obsession, with a sense on the part of the artist that she represented his destiny: 'As for Gala, she was a revelation – the revelation Dalí had been waiting for, indeed expecting. She was the personification of the woman in his childhood dreams' (R. Descharnes & G. Néret, *Salvador Dalí, 1904-1989, The Paintings*, Vol. I, 1904-1946, Cologne, 2007, p. 149). The present work is signed 'Gala Salvador Dalí' on each panel in homage to his wife, as with many of his masterpieces in the 1930s and beyond. The first appearance of this double signature is thought to have been

in 1931, immediately after Dalí's father disinherited him in protest against his relationship with a divorcée.

There was a controversial relationship – Gala was divorced and ten years his senior, and many like Breton saw her as the controlling force behind the increased commercialisation of Dalí's work. Her role became that of his manager, from handling all negotiations with dealers and galleries to selecting the best paints, brushes and frames for his work. The pair also maintained ties with her first husband, with rumours that Gala had an extra-marital affair with Éluard, amongst others, with Dalí's full consent and knowledge. The poet even served as one of the witnesses to their first marriage ceremony in Paris in 1934 (subsequently followed by a Catholic ceremony in 1958). The present diptych was preceded by a sister work thought to portray this unique marriage: *Couple aux têtes pleines de nuages* of 1936 hangs in the Museum Boijmans Van Beuningen in Rotterdam, and is widely acknowledged to reference Dalí and Gala in the innovatively shaped panels and frames, echoed in the present work. The 1936 diptych shows a calmer sky above a similarly bleached desert scene and eerie citadel. Table tops draped with stark white cloths dominate the foreground of each of these panels however, upon



Jean-François Millet (1814-1875), *L'Angélus*, 1857-59, Musée d'Orsay, Paris.

which are placed a glass, a bunch of grapes and a weight. A reclining figure, cap placed over his head, lies in the vast emptiness of the right-hand panel, echoing the suited sleeping man in the 1937 panels. His slumped form is mirrored by the shape of the grapes below.

The uniquely shaped composition was partly inspired by the work of one of Dalí's favourite artists, Jean-François Millet. *L'Angélus* (1857-1859) was celebrated as a national masterpiece following its acquisition by the Louvre in 1889, and showed a farmer and his wife bowing their heads in prayer in a field, reciting the Angelus prayer to mark the end of the working day. Dalí saw a print of this painting whilst at school and insisted that it was actually a funeral scene with the couple stood in mourning over a buried child. At his insistence, the Louvre X-rayed the canvas and revealed a small coffin-like shape by the basket, since painted over. Dalí's lasting fascination with the composition can be seen in works such as his own *L'Angélus* from 1932, and his publication of *Le Mythe tragique de L'Angélus de Millet: Interprétation 'paranoïaque-critique'* of 1933-1934, in which he reinterpreted the hitherto innocent image of rural piety not as husband and wife, but rather as mother and son, the composition now tense with Oedipal undercurrents.

The Museum Boijmans' *Couple aux têtes pleines de nuages* pays homage to *L'Angélus* in the reverent tilt of the figures' heads, with Gala's head inclined more deeply towards that of Dalí's than in the 1937 reinterpretation. The devotion here lies not with God, but between the two lovers. Preliminary studies for the work, such as a 1936 drawing, show the two heads originally fused as one, equal in size and stature, with a reclining female nude drawn within their shared frame.

The present work, issuing from 1937, shows a much more dramatic sky contained by the tilted busts. Dalí's masterful painting technique can be seen in the virtuoso modelling of the tumbling storm clouds blowing in from the top left corner, the swirling brushwork contrasting to the smooth desert foreground. The jewel-like cerulean sky also provides a stunning complementary contrast to the luminous blonde, sandy ground. Further movement is created through the bowed skeleton of the tree in the left panel, the tension in the skipping girl as she attempts to swing the rope against the wind of the storm, and the delicate curlicues of flames and smoke rising from the seemingly oblivious giraffe.

Portrait of Salvador and Gala Dalí with *Couple aux têtes pleine de nuages*, photographed by Cecil Beaton.





Salvador Dalí (1904-1989), *Girl Skipping in a Landscape*, 1936, Museum Boijmans Van Beuningen, Netherlands.

The skipping girl is a motif used by Dalí throughout his oeuvre, beautifully illustrated in his 1936 triptych *Paysage avec une jeune fille sautant à la corde*, which also explored the concept of a composition split across multiple panels. This large triptych was painted for Edward James, the English patron who had supported the artist financially, and to whom Dalí also gifted the 1936 *Couple aux têtes pleines de nuages*. The girl playing rope is thought to symbolise a happy childhood memory and in both compositions she leans in a strikingly similar pose, wearing a flowing white gown, her blonde hair streaming outwards in an imitation of the flames rising from the giraffe. In the present work however, she is delicately painted with thin translucent layers, lending her a more ethereal air.

This subject also looks back to Giorgio de Chirico's *Mystère et mélancolie d'une rue* of 1914, in which a young girl chases a hoop through a deserted city, its shaded buildings looming above, a cart parked to one side with its doors open, and the threat of the looming shadow of an unknown figure around the corner ahead. The Surrealists would use this very work as a 'game' of sorts, asking members 'such questions as 'What is in the van parked in the street' and 'What is about to happen to the little girl?' (R. Radford, *Dalí*, London, 1997, p. 108). The influence of de Chirico is surely further felt in the reclining male figure in the lower right of the second panel

of the present work, his face an unreadable mask, echoing the mannequins de Chirico would place in his empty streets. Human presence is suggested, but almost removed through this surrogate form. This unknown figure could well be Dalí himself, asleep, dreaming these otherworldly scenes.

One of the most eye-catching motifs within *Couple aux têtes pleines de nuages* is undoubtedly the burning giraffe in the lower right of the first panel. This incongruous image first appeared in Dalí's 1930 film *L'Âge d'Or* and re-emerged in 1937 in compositions such as *Inventions de monstres*. When the Art Institute of Chicago acquired the latter work in 1943, Dalí wrote to them to explain, 'the canvas was painted in the Semmering mountains near Vienna a few months before the Anschluss and has a prophetic character [...] Flaming giraffe equals masculine apocalyptic monster' (Dalí quoted in M. R. Taylor, *Dalí*, Venice, 2004, p. 274). This statement typically contradicts his later assertion that 'I was definitely not a historic man. On the contrary, I felt myself essentially anti-historic and apolitical' (Dalí quoted in R. Descharnes & G. Nérét, *op. cit.*, p. 284). It is hard however not to read a sense of anxiety about the current political climate into the present composition, painted as it was during the Spanish Civil War and in the midst of events building up to the Second World War.



Giorgio de Chirico (1888-1978), *Mystery and Melancholy of a Street*, 1914, Private Collection.

In true Dalínian fashion, the Surreal artist changed the symbolism of such motifs at will – when featuring giraffes aflame in a film screenplay he wrote the very same year with the Marx brothers, he declared them to be: ‘Slapstick humour. How could that better be expressed than by these giraffes with their burning necks?’ (Dalí quoted in M. Taylor, ‘Giraffes on Horseback Salad’, in *Dalí & Film*, exh. cat., London, 2007, p. 143).

The mysterious citadel in the background of the left panel stands before a craggy rock face and reminds us of Dalí’s homeland around Cadaqués, where he had spent his childhood summers. He and Gala had bought a fisherman’s shack in 1930 in Port Lligat on the adjacent coastline, where the pair would repeatedly visit until Gala’s death in 1982. The landscape here unites Dalí’s diptych, as a larger composition can be read across the whole. Robert Radford believes that the geography of these highly important 1930s Surreal landscapes are a mix of both the landscapes of Dalí’s youth, and those of his dreams: ‘the bare, hard outlines of the cliffs and the crystal clear light of the sky are there, but the empty, desert-like expanses of the painting are much closer to the topography of the mind, to a dreamscape. The viewer’s anxiety is fermented precisely through the lack of clues of distance, of recognisable landmark, of time of day, of temperature [...] We are in an arena of silence,

a frozen nightmare’ (R. Radford, *op. cit.*, p. 146).

The dramatic rock formations of the Catalan coast are present in the current diptych, with the large arched rock in the left panel and the pitched rock in right panel formed with delicate layers of translucent paint, lending a ghost-like appearance to the boulders which shimmer on the horizon as if in our dreams. Their striations are delicately painted and float above their gauzy ground, reminiscent of fellow Surrealist Max Ernst’s decalcomania technique.

The overwhelming vastness of nature dwarfs the tiny figures dotted around and recalls ‘the great tradition of European romantic painting founded by Caspar David Friedrich and Turner in the early nineteenth century in which the central theme is man’s awed contemplation of his own appalling isolation in it [...] These paintings are characterized by an intense luminosity in which figures and objects appear with all the quality of a hallucination’ (S. Wilson, *Salvador Dalí*, exh. cat., London, 1980, pp. 16-17). The disorientating atmosphere is heightened by the hauntingly long, spindly shadows cast by the tree, figures and giraffes, despite their own diminutive size. The skeleton-like family group, the mother and child, and the skipping girl are precisely modelled in miniature. Each group of animals or people appear unaware of the others, and look to be placed separately, tableau-like upon Dalí’s stage. The young child reaching up to her mother’s outstretched



Salvador Dalí (1904-1989), *Invisible Afghan with Apparition, on the Beach, of the Face of García Lorca, in the Form of a Fruit Dish with Three Figs*, 1938, Private Collection.

hand in the right panel should be a nostalgic, endearing motif, but their presence proves unsettling when viewed in such an unexpected setting. An air of vulnerability hangs over them like the storm above.

Interestingly the inclined heads of the present work, denoting warmth and connection, have not always been read as a representation of Dalí and Gala, as in its sister work. The right-hand panel of the 1936 diptych is smaller in size and more feminine in shape, lacking the stature and more pronounced ears of the right panel in the 1937 work, leading Danielle M. Johnson to propose that it actually 'shows a pair of men' whose identities could be various (D. M. Johnson, 'Influence, Dialog, Rivalry' in *Dalí & Magritte*, exh. cat., Brussels, 2019, p. 68). Citing Dawn Ades, she suggests that the couple could be read as Dalí and his close friend, the poet and playwright Federico García Lorca. Their intense friendship began whilst studying together in Madrid in 1919 and sparked rumours of a romantic relationship: 'the friendship was displaced by a more amorous interest on the part of the poet from Granada, and Dalí later recalled: 'When García Lorca wanted to possess me, I spurned him in revulsion' (Dalí quoted in R. Descharnes & G. Nérét, *op. cit.*, p. 124). The truth of this statement is unknown, but what is clear is that the men's relationship cooled considerably as Dalí became more involved with the Surrealist group. However, Lorca's tragic death by firing squad at the beginning of Civil War in 1936 prompted the artist to write fondly of him in *The Secret Life of Salvador Dalí* (1942) and to portray him in many of his compositions from this

time, such as his 1938 *Afghan invisible avec apparition, sur la plage, du visage de García Lorca, en forme de compotier aux trois figes*.

Ades continues further, 'they may represent James and Dalí, in what would have been a fitting tribute to the artist's patron. Third, it is possible that the two men symbolize the father and son in the folk legend of William Tell, which consistently appeared in Dalí's paintings. A fourth possibility is that the two figures represent Magritte and Dalí' (D. M. Johnson, *op. cit.*, pp. 68-69), an idea surely prompted by the artists' complex friendship of inspiration and rivalry which began with Éluard's introduction of the two that fateful summer of 1929. Magritte was openly influenced by *Couple aux têtes pleines de nuages* and referenced it with his own 1937 work, *La Représentation*. Here a woman's torso and hips are painted within a shaped frame, the first and only time the Belgian Surrealist had used one. The composition was originally square, but Magritte decided to cut it down and have a new frame specially made. His feelings towards the innovative diptych were mixed however, as he felt that Dalí had appropriated the concept of flaming objects from his own *La découverte de feu*, 1934-1935, which showed a tuba on fire. Writing in January 1959, Magritte complained that 'a few years after the birth of [his own work], Dalí painted a burning giraffe, and that owing to an intensive publicity campaign he is the one who is believed to have invented the notion of an unusual burning object' (Magritte quoted in *Dalí & Magritte*, exh. cat., Brussels, 2019, p. 71).



René Magritte (1898-1967), *La Représentation*, 1937, Scottish National Gallery of Modern Art, Edinburgh.

Dalí's concept of using a couple's outline to shape the composition also inspired Marcel Duchamp. The latter was asked to design the Galerie Gradiva in Paris in 1937, the year the present work was executed, and where Breton was director. Duchamp wrote to Dalí on 5 April that year detailing his plan for the 'entrance to Breton's office inside the shop in the form of 'the cut-out profile of an individual' [...] In the end, Duchamp designs the main entrance to the gallery in the shape not of an individual but of a couple. Perhaps Duchamp's design was influenced by Dalí's shaped canvases of 1936 such as *Couple with Their Heads full of Clouds*' (Exh. cat., *Dalí/Duchamp*, London, 2018, pp. 199-200). The pair's close artistic relationship was celebrated with the London exhibition at the Royal Academy of Arts, *Dalí/Duchamp*, 2017-2018, in which the present work was shown.

Known widely in artistic circles at the time, *Couple aux têtes pleines de nuages*, 1937, belonged to the collection of the ground-breaking Surrealist composer Giacinto Scelsi, where it remained for over fifty years. Luciano Martinis described visiting the eccentric musician at his home on the Via San Teodoro in Rome and seeing this diptych

hanging in the living room: 'How can one forget [...] the discreet tapestries, the worn rugs and, on the sofa in a visual axis with the palm, under two golden silhouettes, Giacinto Scelsi [...] There, in a privileged place, above the sofa, the Dalí diptych, two silhouettes cut out on the wall, imbued with the mystery of the rugged cliffs of Cadaqués and the tormented skies of Cataluña. Masterpieces.' (L. Martinis, 'A proposito di un dittico di Dalí', in *I suoni, le onde*, no. 9, Rome, April - June 2002). Scelsi told Martinis that the paintings had originally belonged to Paul Éluard who had received them from Dalí as a wedding gift, and that he had been told one of the two panels did in fact represent Gala.

Couple aux têtes pleines de nuages dates from a time of startling experimentation for Dalí, painted against a backdrop of great personal and political change combined with new-found global acclaim. The captivating dream-like landscape created within the diptych's innovative contours, peopled with Dalí's characteristically incongruous motifs and combined with distinguished provenance marks the 1937 work as a true masterpiece of significant art historical importance.



René Magritte (1898-1967), *The Discovery of Fire*, 1935, Private Collection.



PROPERTY OF THE FONDAZIONE ISABELLA SCELSI, ROME

15 ^{AR}

GIORGIO DE CHIRICO (1888-1978)

Eroi in combattimento

signed 'G. de Chirico' (lower right)

gouache, ink, wash and pencil on paper

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

Executed circa 1937

£20,000 - 25,000

€24,000 - 30,000

US\$26,000 - 33,000

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

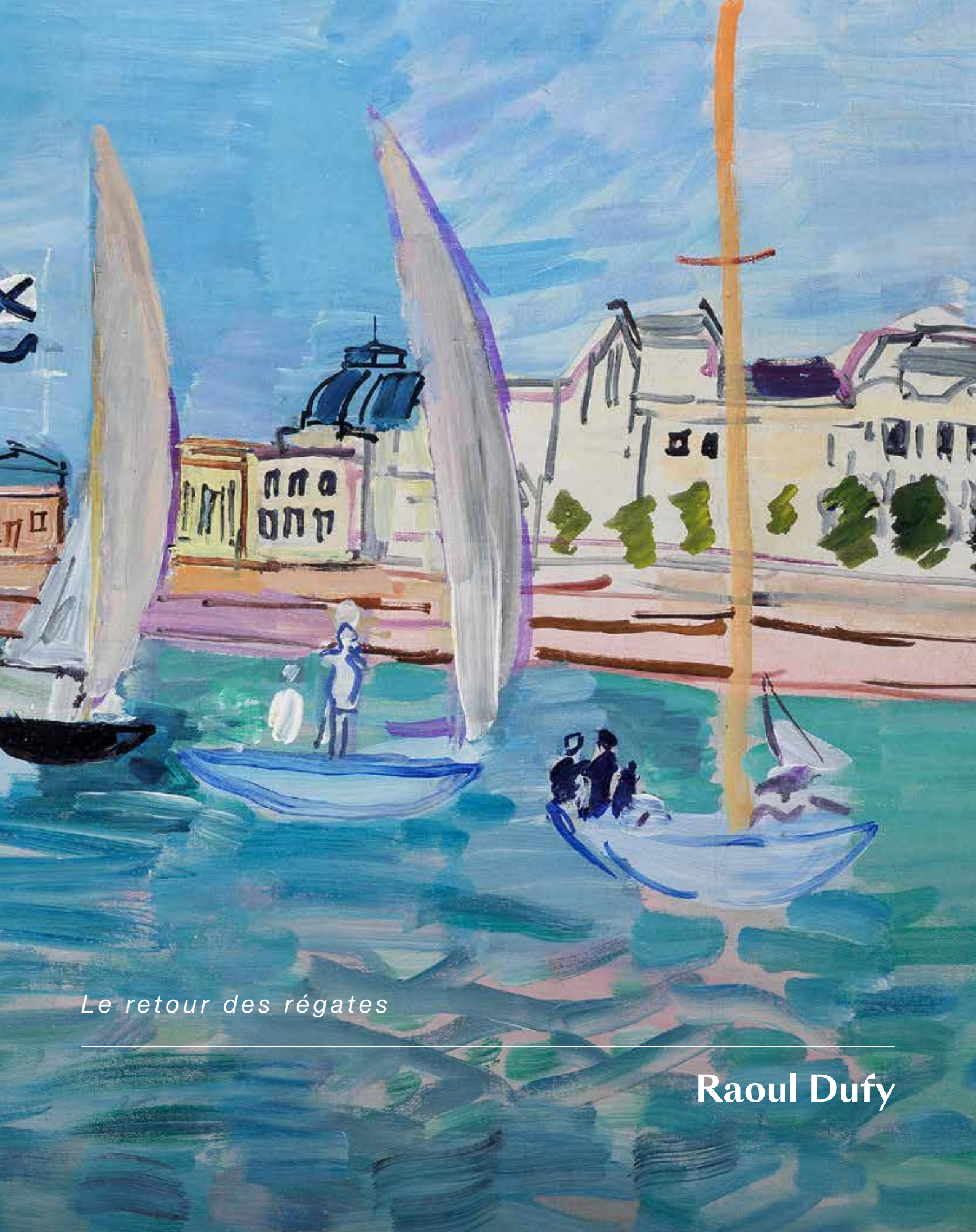
Provenance

Giacinto Scelsi Collection, Rome.

Fondazione Isabella Scelsi Collection, Rome (bequeathed by the
above in 1987).







Le retour des régates

Raoul Dufy

PROPERTY FROM A PRIVATE DUTCH COLLECTION

16

RAOUL DUFY (1877-1953)

Le retour des régates

signed, inscribed and dated 'Deauville Raoul Dufy 1933' (lower left)

oil on canvas

46.7 x 110cm (18 3/8 x 43 5/16in).

Painted in Deauville in 1933

£250,000 - 350,000

€300,000 - 420,000

US\$330,000 - 460,000

Provenance

M. Bignou Collection (by 1936).

Perls Galleries, New York, no. 3311.

Anon. sale, Christie's, New York, 8 May 2002, lot 300.

Kunsthandel Frans Jacobs, Amsterdam.

Private collection, The Netherlands (acquired from the above on 24 October 2002).

Exhibited

Toledo, The Toledo Museum of Art, *European Section of the Thirty Third Carnegie International Exhibition of Paintings*, 1 March – 19 April 1936, no. 78.

Literature

M. Laffaille, *Raoul Dufy, catalogue raisonné de l'oeuvre peint*, Vol. II, Geneva, 1973, no. 864 (illustrated p. 351).





Raoul Dufy (1877-1953), *Deauville, le Séchage des Violes*, 1933, Tate Collection, UK.

Le retour des régates was executed in Deauville in 1933 and stems from one of Raoul Dufy's most iconic subjects. Boat races were painted by the artist on numerous occasions throughout both France and Great Britain: in fact, the subject first appeared in Dufy's work in 1907 and remained an important theme throughout his practice. Executed on a canvas measuring over a metre long, *Le retour des régates* is one of the largest regatta scenes ever to appear at auction and was painted at the height of the artist's career.

In the early twentieth century, Deauville developed into a go-to resort for high society due to its proximity to Paris. With a racecourse, a casino and a harbour, the small town provided entertainment throughout the year. The many festivities that were held established an influx of tourists and formed the ideal environment for Dufy to paint *en plein air*. The artist could observe the pastimes of the French upper-class from behind the easel, and the joyous and dynamic atmosphere allowed him to experiment with movement and colour.

Born on the northern coast of France in the city of Le Havre, the artist was fascinated by the coast from a young age as he would stand on shore watching the activities around the water's edge. Dufy considered the sea as a backdrop for lively spectacles, and it formed the ultimate location to observe the ever-changing light effects: 'Unhappy the man who lives in a climate far from the sea, or unfed by the sparkling waters of a river!...The painter constantly needs to be able to see a certain quality of light, a flickering, an airy palpitation bathing what he sees' (Dufy, quoted in D. Perez-Tibi, *Dufy*, New York, 1989, p. 158).

Dufy scrutinised the boat racing theme over the course of his career, which resulted in an array of works on the subject. It allowed the artist to experiment with various structures and colour arrangements in his compositions and he mastered a uniquely free and dynamic style. In the present painting *Le retour des régates*, the viewer observes the sailing boats returning to the harbour after racing on a sunny day at sea. Dufy captures the scene as seen through the eyes of the sailors in the advancing boats, giving the viewer the sensation that they too are within the composition. With the wind blowing in their sails, the boats navigate towards maritime flags situating the harbour with the shore emerging in the background.

Instead of carefully delineated details, Dufy employed bold and rigorous brushwork to create stylized forms on the two-dimensional picture plane. A dazzling palette of blue hues accentuate the sky and sea, evoking the atmospheric climate of his lively design. The present

work is proof of the artist's masterful colour technique. In an interview with Pierre Courthion, Dufy elaborated on his choice of colour: 'Blue is the only color which keeps its own individuality across the spectrum. Take blue with its different nuances, from the darkest to the lightest; it will always be blue, whereas yellow darkens in shadow and fades out in lighter parts, dark red becomes brown and when diluted with white, it isn't red any more, but another color: pink' (Dufy quoted in P. Courthion, *Raoul Dufy*, Geneva, 1951, p. 52).

Le retour des régates captures the spirit and influence of the Fauves, with whom Dufy exhibited following his encounter with Henri Matisse's seminal work *Luxe, Calme et Volupté* at the Salon des Indépendants in 1905. Being exposed to such daring work encouraged the young artist to experiment with a wider palette. As Dufy himself emphasised: 'colour captures the light that forms and animates the group as a whole. Every object or group of objects is placed within its own area of light and shade, receiving its share of reflections and being subjected to the arrangement decided by the artist' (Dufy quoted in D. Perez-Tibi, *op. cit.*, p. 150).

The 1930s are regarded as the apex of Dufy's career, as his work started to receive institutional attention and was widely acknowledged across continents. In 1932 the Musée de Luxembourg in Paris acquired one of his works for their permanent collection, and by 1936 Dufy received several important public commissions in Paris, most notably the mural for the *Exposition Internationale des Arts et Techniques dans la Vie Moderne*.

In the same year, the present painting *Le retour des régates* was included in the thirty-third edition of the prestigious Carnegie International exhibition, held in the Toledo Museum of Art in Ohio. This show was initiated in 1896 by industrialist and philanthropist Andrew Carnegie and was the first exhibition with an international allure in North America. In 1936 the show served as an annual survey to identify international trends in avant-garde art to inspire and educate the public. Dufy's work was exhibited alongside paintings by artists such as George Braque and Pierre Bonnard. Other participants of the Carnegie International included Camille Pissarro, Salvador Dalí and Jackson Pollock.

Raoul Dufy's spirited and bright compositions remain intrinsic to the art historical discourse of today, particularly his regatta paintings. Comparable works to *Le retour des régates* can be found in major public collections including the Musée d'Art Moderne de la Ville in Paris, the Tate Modern in London and the National Gallery of Victoria in Melbourne.



Raoul Dufy in his studio.

17 AR

GIORGIO MORANDI (1890-1964)

Natura morta con sei mele in un piatto

signed 'Morandi' (lower right)

pen and ink on paper

19.3 x 28cm (7 5/8 x 11in).

Executed in 1927

£18,000 - 25,000

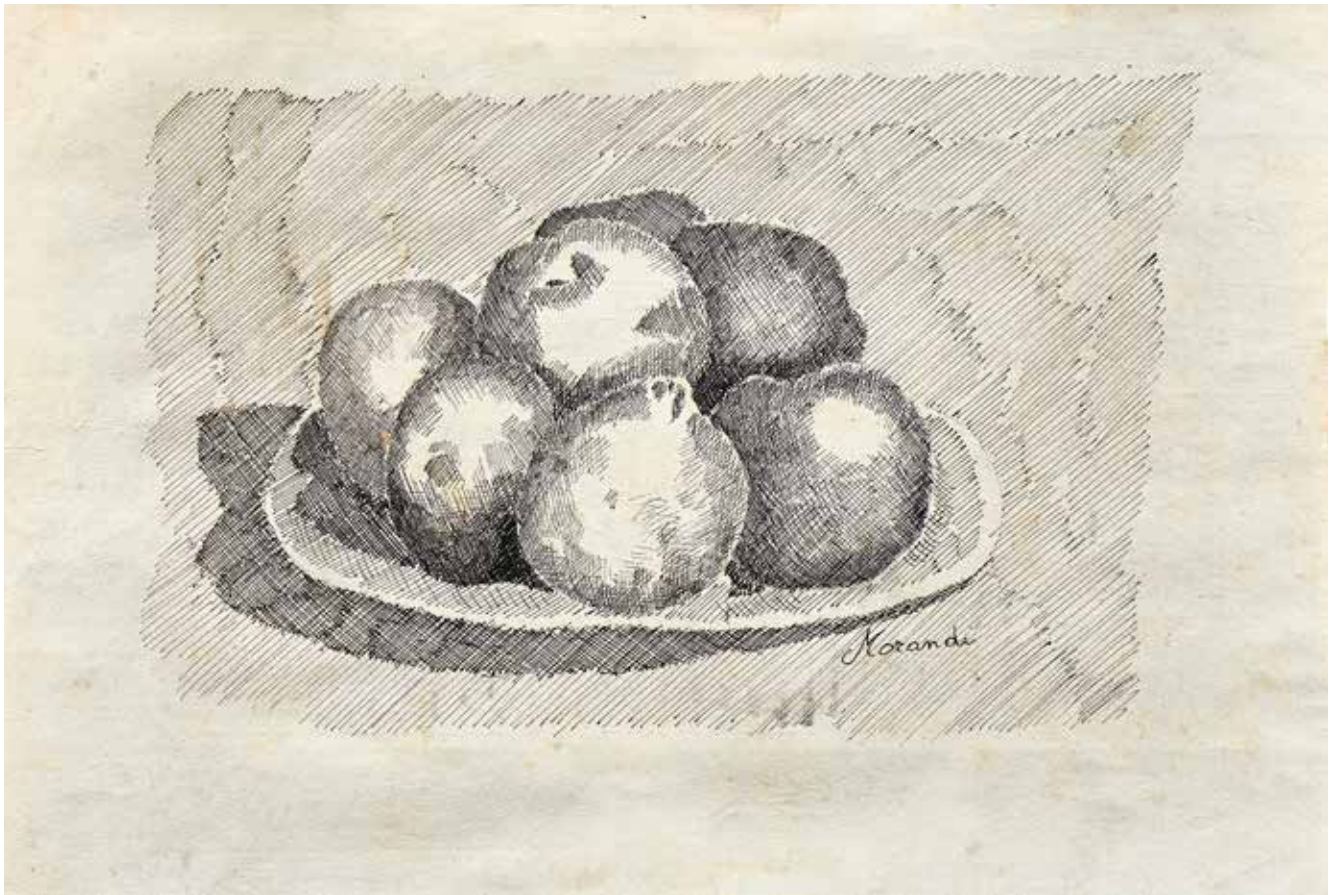
€22,000 - 30,000

US\$23,000 - 33,000

The authenticity of this work has kindly been confirmed by the Centro Studi Giorgio Morandi. This work will be included in the addendum to the Giorgio Morandi digital *catalogue raisonné*, currently being prepared.

Provenance

Private collection, Rome.



18 ^{AR}

ANTONIO MARASCO (1896-1975)

Paesaggio con treno

signed and dated 'Marasco 33' (lower right)

oil on canvas

54.9 x 67cm (21 5/8 x 26 3/8in).

Painted in the early 1950s

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 26,000

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

Provenance

Galleria Annunicata, Milan.

Private collection, Italy.



19^{AR}

ALESSANDRO BRUSCHETTI (1910-1980)

Paesaggio Umbro

signed and dated 'A Bruschetti. XIII' (lower right)

oil on board

49.6 x 64.3cm (19 1/2 x 25 5/16in).

Painted in 1934

£12,000 - 18,000

€14,000 - 22,000

US\$16,000 - 23,000

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

Provenance

Private collection, Italy.



PROPERTY FROM A PRIVATE COLLECTION, ROME

20 AR

GUGLIELMO SANSONI TATO (1896-1974)

Lo Stormo

signed 'Tato' (lower right); signed and inscribed 'Ali fascisti sull'oceano Tato' (on the reverse)

oil on canvas

46 x 66.6cm (18 1/8 x 26 1/4in).

Painted in 1931

£20,000 - 30,000

€24,000 - 36,000

US\$26,000 - 39,000

The authenticity of this work has kindly been confirmed by the Archivio Tato, under the guidance of Generale Salvatore Ventura.

Provenance

Private collection, Rome.

Exhibited

Rome, La Camerata degli Artisti, *Prima mostra di aeropittura dei futuristi*, 1 - 10 February 1931, no. 34.

Paris, Galerie de la Renaissance, *Enrico Prampolini et les aéropeintres futuristes italiens*, 2 - 16 March 1932, no. 112.

Paris, Galerie Bernheim Jeune & Co., *Les futuristes italiens*, 3 - 27 April 1935, no. 30.

Lyon, Société du Salon d'Automne, *L'art futuriste italien*, 6 October - 17 November 1935, no. 40.

Rome, Palazzo Valdina, *Tato Futurista. Inventore dell'aeropittura*, 21 November - 6 December 2019.

Tato was born Guglielmo Sansoni in Bologna in 1896, and would go on to become one of the principal protagonists of the Italian 20th Century movement, *Aeropittura*.

Inspired by the revolutionary spirit of the first wave of Futurism, Tato began creating artworks in the early 1920s that depicted the new Italy. Scenes of the city at night, speeding trains and experiments in Cubist-inflected compositions populate his early work, and display the clear influence of Severini, Boccioni and the group responsible for the 1909 manifesto. The young artist in fact held a mock funeral for himself, where he mourned the 'death' of Guglielmo Sansoni, and celebrated in turn the 'birth' of Tato – a clear demonstration of the Futurist ideal of renewal and a break from the weight of Italy's cultural past.

In 1922 he met Filippo Tommaso Marinetti, who of course was a towering figure in the artistic movements that sprang up in the wake of Futurism, and the meeting would accelerate Tato's development of his now-celebrated form of Futurism alongside his fascination with

flight. Together they published the Manifesto of Aeropainting in 1929, formalising the interest in flight that Tato, and a number of other young artists, had been exploring in the preceding years.

Tato's works define the notion, set out in this manifesto, that 'the changing perspectives of flight constitute an absolutely new reality, one that has nothing in common with the reality traditionally constituted by earthbound perspectives'. His investigation of flight led to the creation of a great number of works tackling the new view of the world from above, such as the present work, *Lo Stormo* of 1931. Depicting the flight of sea planes, this work is one of three pieces of the same title: a preparatory gouache, a medium-sized canvas (the present work) and a large-scale canvas. This was typical of Tato's process when he was particularly convinced of the success of a composition. Indeed, the present work was selected by the artist to be included in the first Aeropittura exhibition, where the canvas was displayed alongside works by Balla, Dottori, Fillia and Prampolini, and embodies the stylized vision of this boundary-pushing artist.



21 ^{AR}

TULLIO CRALI (1910-2000)

Battaglia in mare

signed and dated 'Crali 38' (lower right); signed and inscribed
'T.C. Crali Battaglia in mare' (on the reverse)

oil on panel

41.8 x 50.8cm (16 7/16 x 20in).

Painted in 1938

£25,000 - 35,000

€30,000 - 42,000

US\$33,000 - 46,000

The authenticity of this work has kindly been confirmed by the
Archivio Unico per la Catalogazione delle Opere Futuriste.

Provenance

Private collection, Rome.



22 ^{AR}

GIULIO (JULIUS) EVOLA (1898-1974)

Senza titolo

signed 'Evola' (lower right)

oil on cardboard

49 x 39cm (19 5/16 x 15 3/8in).

Painted *circa* 1918 - 1921

£18,000 - 22,000

€22,000 - 26,000

US\$23,000 - 29,000

The authenticity of this work has kindly been confirmed by Prof. Carlo Fabrizio Carli and Prof. Francesco Tedeschi, in partnership with the Fondazione Julius Evola.

Provenance

Private collection, Rome.



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

23 ^{AR}

GIORGIO DE CHIRICO (1888-1978)

Andromeda incatenata allo scoglio

signed 'G de Chirico' (lower left); signed and inscribed 'Questa:

"Andrómeda [sic] incatenata allo scoglio" è opera autentica da
me eseguita e firmata Giorgio de Chirico' (on the reverse)

oil on canvas

60.3 x 50.7cm (23 3/4 x 19 15/16in).

Painted in the late 1940s

£50,000 - 70,000

€60,000 - 84,000

US\$65,000 - 91,000

Provenance

Private collection, Rome.

Literature

Fondazione Giorgio e Isa de Chirico, *Giorgio de Chirico catalogo
generale*, Vol. I, *Opere dal 1912 al 1976*, Imola, 2014, no. 218
(illustrated p. 219).



24 ^{AR}

KARL HOFER (1878-1955)

Sitzender indischer Halbakt

signed with the artist's initials and dated 'CH. 11' (lower left)

oil on canvas

81.4 x 65cm (32 1/16 x 25 9/16in).

Painted in 1911

£35,000 - 55,000

€42,000 - 66,000

US\$46,000 - 72,000

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

Provenance

Private collection, Sussex (by 1999).

Acquired from the above by the present owner.



PROPERTY FROM A PRIVATE COLLECTION, MADRID

25

GEORGE GROSZ (1893-1959)

Russland wird beraubt

signed 'Grosz' (lower right); stamped with the artist's estate stamp
and inscribed '3 78 4' (verso)

brush, pen, India ink and pencil on paper

31.3 x 24.4cm (12 5/16 x 9 5/8in).

Executed in 1924

£5,000 - 7,000

€6,000 - 8,400

US\$6,500 - 9,100

The authenticity of this work has kindly been confirmed by Herrn Ralph Jentsch. This work will be included in the forthcoming George Grosz works on paper *catalogue raisonné*, currently being prepared.

Provenance

The artist's estate, Munich.

Galerie Tendances, Paris.

Private collection, Madrid (acquired from the above on 12 July 2005).

Exhibited

Dusseldorf, Galerie Remmert und Barth, *Damals in Berlin. George Grosz, Zeichnungen der 10er und der 20er Jahre*, 28 October - 23 December 1997, no. 40.

Kamakura, The Museum of Modern Art, *George Grosz, Berlin - New York*, 8 April 2000 - 21 May 2000, no. II-61 (later travelled to Itami & Tochigi).

Paris, Galerie Tendances, *George Grosz, Dessins, Berlin 1912 - 1924*, 9 April - 25 June 2005.

This work was executed in 1924, the same year the Tsar's grandson Kirill Wladimirowitsch declared himself Tsar in Exile and relatively shortly after the disappearance of the Tsar's treasure during the Civil War of 1918-21. Here we see Tsar Nicholas II fleeing in disarray with a faceless bourgeois companion, while another gleeful and abhorrent capitalist makes off with what we can assume to be the legendary Tsar treasure. Whilst the work was created prior to Grosz's disillusionment with Communism, Grosz travelled to the USSR in 1922 where he met Lenin, Zinoviev, Lunacharsky and other leading members of the Politburo. He stayed for six months before leaving, unimpressed by what he had seen. In this work Grosz wryly speculates that, as in all revolutions, the wealth and treasure of the ruling class unfailingly falls into the hands of those as equally self-interested and debauched as the ill-fated Tsar - and that revolution simply becomes a matter of theft. The works on paper from this period show Grosz as he is best known: as the misanthropic revolutionary, uncompromising satirist and theoretician who used his art to expose and comment on private corruption and public squalor.



PROPERTY FROM A PRIVATE COLLECTION, MADRID

26

GEORGE GROSZ (1893-1959)

Gegen den äußeren Feind / Gegen den inneren Feind

stamped with the artist's estate stamp and inscribed '3 71 10' (verso)

brush, pen, India ink and pencil on paper

64.8 x 52.4cm (25 1/2 x 20 5/8in).

Executed in 1924

£7,000 - 9,000

€8,400 - 11,000

US\$9,100 - 12,000

The authenticity of this work has kindly been confirmed by Herrn Ralph Jentsch. This work will be included in the forthcoming George Grosz works on paper *catalogue raisonné*, currently being prepared.

Provenance

The artist's estate, Munich.

Private collection, Switzerland.

Galerie Michèle Heyraud, Huismes.

Private collection, Madrid (acquired from the above on 9 December 2005).

Exhibited

Milan, Palazzo Reale, *George Grosz, gli anni di Berlino*, 30 May -

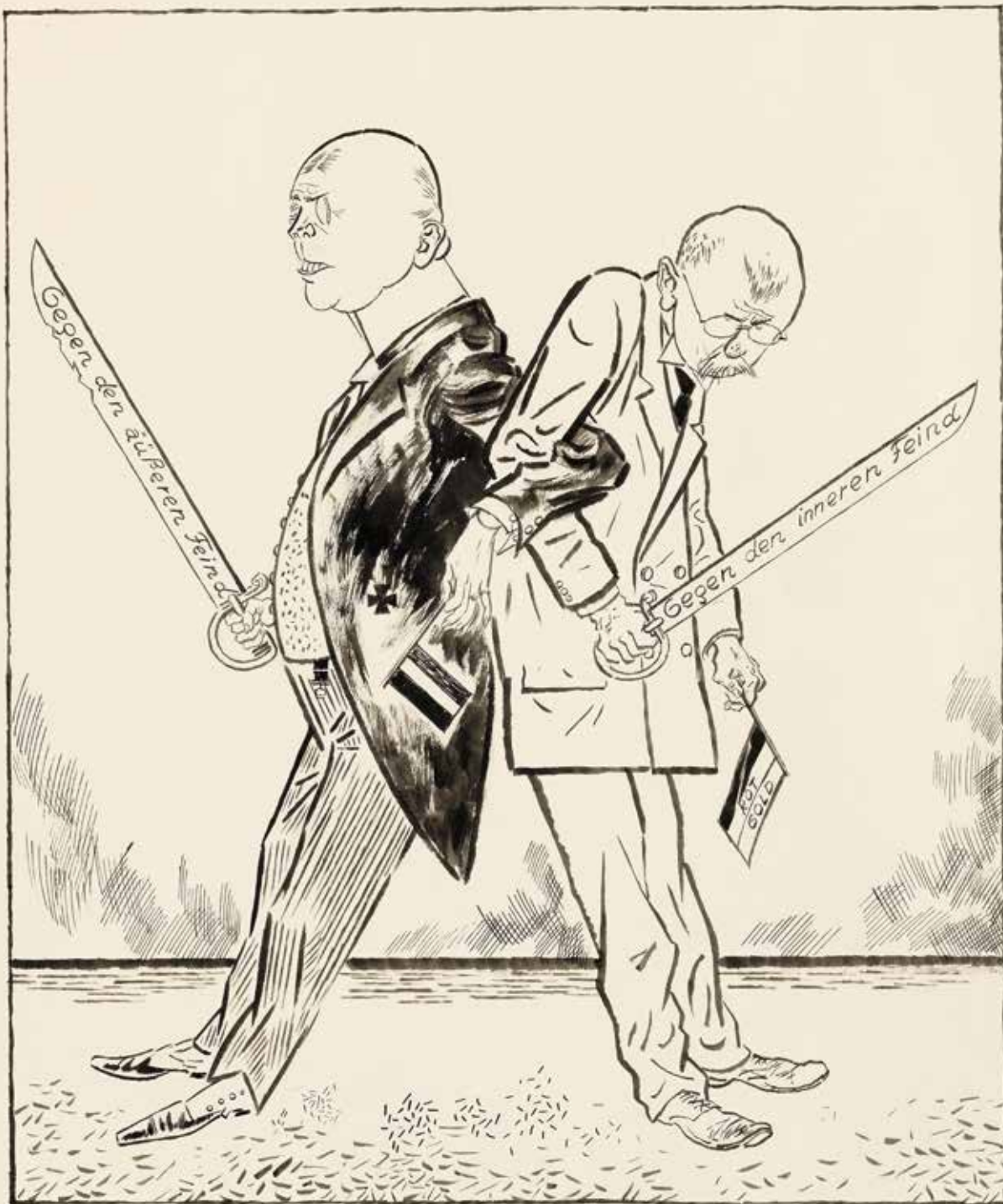
28 July 1985, no. 124 (later travelled to Ferrara, Vienna, Naples,

Hamburg, Paris, Munich, Salzburg, Graz, Berlin, Tel Aviv & Hannover).

Paris, Galerie Tendances, *George Grosz, Dessins, Berlin 1912 - 1924*,

9 April - 25 June 2005.

The present work features two representatives of the fledgling Weimar Republic, probably the radical politicians Gustav Noske and Wilhelm Marx. They stand back to back, swords drawn, one marked 'Gegen den inneren Feind' and the other 'Gegen den äußeren Feind' – 'against the inner enemy' and 'against the outer enemy'. The work pertains to the mounting political extremism and the proliferation of reactionary politics in Germany, set against the backdrop of crippling reparations after the Treaty of Versailles, lack of acceptance around Germany's defeat in the War, disillusionment with Republicanism and growing populism. This drawing by Grosz is highly prophetic, as it presages the rise of the Nazis, and the catastrophic future violence which would play out in the ensuing years.



PROPERTY OF THE LATE EVELYN SEGAL

27

ÉDOUARD VUILLARD (1868-1940)

Portrait de Madame Hessel en robe rose accoudée à une table
stamped with the artist's signature 'E Vuillard' (lower right)

oil on board

58.5 x 53.6cm (23 1/16 x 21 1/8in).

Painted circa 1905

£50,000 - 70,000

€60,000 - 84,000

US\$65,000 - 91,000

Provenance

The artist's studio.

Jacques Blot Collection, Paris.

Augusto Lopes Veira de Abreu Collection, Porto.

Anon. sale, Sotheby's, London, 4 December 1974, lot 13.

Cyril Segal Collection, Israel (acquired at the above sale).

Evelyn Segal Collection, London.

Thence by descent to the present owner.

Literature

A. Salomon & G. Cogeval, *Vuillard, The Inexhaustible Glance, Critical Catalogue of Paintings and Pastels*, Vol. II, Paris, 2003, no. VII - 347 (illustrated p. 713).

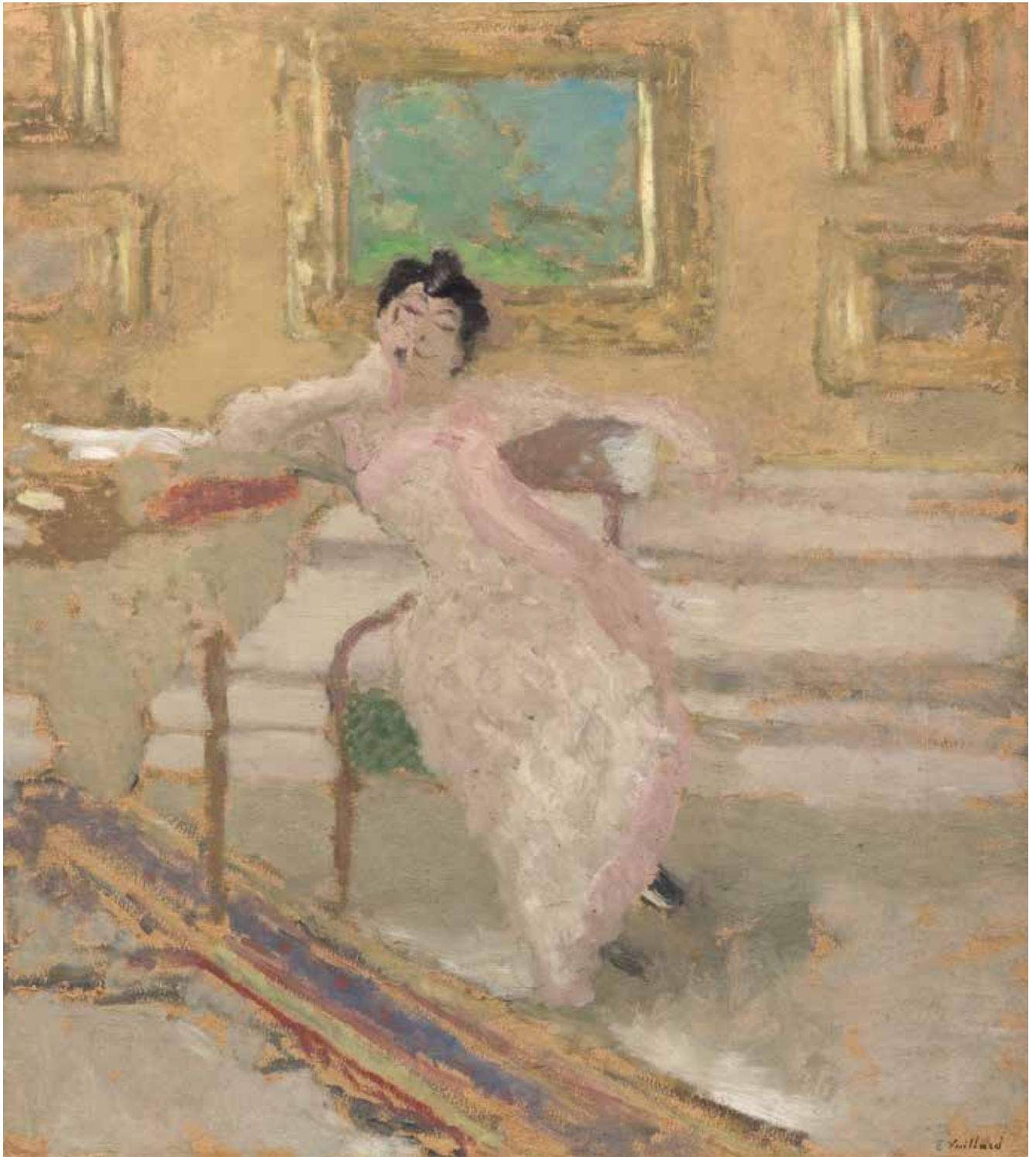
Depicted here as a young dark-haired woman in a blush pink dress, Madame Hessel was the wife of the artist's agent Jos Hessel. Vuillard first met the dealer and his wife in 1900 whilst visiting Felix Vallotton near Lausanne, and the three quickly became firm friends. From that year onwards the artist would spend every summer with the couple until his death in 1940. Lucy Hessel became Vuillard's friend, lover, model and muse, and the pair grew old together as an apparently acknowledged couple alongside her official marriage. The Hessels, their friends and their homes would feature in many of Vuillard's paintings over the years.

The present work depicts the small salon in the Hessel apartment on the rue de Rivoli, in which the couple would display a constantly rotating exhibition of artwork. Vuillard was apparently such a frequent visitor to their home that the Hessels' butler dubbed him the 'house painter'. Here, the sitter's figure and dress are treated in the same manner as the brushwork to the rugs and pictures on the wall behind, an effect which serves to unify the disparate elements and pull them together onto one plane. By blurring the boundaries between background and foreground, the composition becomes one of colour, light and pattern, and very much looks back to Vuillard's previous involvement with the Nabis.

Even during his short involvement with the Nabis, Vuillard eschewed his associates' mystical subjects in favour of depicting his everyday world and that of the three women he lived with at the time – his mother, sister Marie and Grandmother Michaud. Lucy Hessel quickly became Vuillard's preoccupation after their first meeting however, and an undated note written in another hand found tucked into Vuillard's journal for 1907-1908 described her influence thus: 'As for Lucie, guiding light that she is – domination – bewitchment...and totally dazzled by her' (G. Groom, *Edouard Vuillard, Painter-Decorator, Patrons and Projects, 1892 – 1912*, New Haven & London, 1993, p. 148).



Édouard Vuillard (1868-1940), *Lucy Hessel seated in the Salon of La Terrasse*, in Vasouy, 1904, National Gallery of Art, Washington, D.C.



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

28

PIERRE-AUGUSTE RENOIR (1841-1919)

Jeté de roses

signed 'Renoir.' (lower left)

oil on canvas

31.7 x 40cm (12 1/2 x 15 3/4in).

Painted in 1910

£200,000 - 300,000

€240,000 - 360,000

US\$260,000 - 390,000

This work will be included in the forthcoming *Pierre-Auguste Renoir
Digital Catalogue Raisonné*, currently being prepared under the
sponsorship of the Wildenstein Plattner Institute, Inc.

Provenance

Ambroise Vollard, Paris (acquired directly from the artist before 1919).

Anon. sale, Briest Scp., Paris, 13 December 1997, lot 5.

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

**‘I can paint flowers, and I
need only call them ‘flowers’,
they do not need a story’**

– Pierre-Auguste Renoir



PROPERTY OF A PRIVATE COLLECTOR, UK

29

HENRI LE SIDANER (1862-1939)

Sur les dunes, Etaples

signed and dated 'Henri Le Sidaner 1888' (lower right)

oil on canvas

46.6 x 61.4cm (18 3/8 x 24 3/16in).

Painted in 1888

£12,000 - 18,000

€14,000 - 22,000

US\$16,000 - 23,000

Provenance

Jules Desjardins Collection, Saint-Quentin, Aisne.

Private collection.

Anon. sale, Sotheby's, London, 29 June 1988, lot 135.

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

Christie's, London, 28 February 2018, lot 604.

Gladwell & Patterson, London, no. 19373 (acquired at the above sale).

Private collection, UK (acquired from the above).

Exhibited

Paris, Salon des Beaux-Arts, *Salon des 1889, peinture & sculpture*,
1889, no. 1683.

Literature

Y. Farinaux-Le Sidaner, *Le Sidaner, l'oeuvre peint et gravé*, Paris,
1989, no. 16 (illustrated p. 52).

Y. Farinaux-Le Sidaner, *Henri Le Sidaner, Paysages intimes*,
Saint-Rémy-en-l'Eau, 2013 (illustrated p. 27).

Jules Desjardin (1854-1907) was the first known owner of this work.
Desjardin was an artist from Saint-Quentin, Aisne. It is not certain
whether he acquired the picture directly from the artist, but the two
were known to be friends, and Le Sidaner even sat for a portrait by
Desjardin.



Jules Desjardin (1854-1907), *Portrait d'Henri Le Sidaner*, Private Collection.



30

HENRI MARTIN (1860-1943)

Barques à Collioure

signed 'Henri Martin' (lower right)

oil on board

26.3 x 34.3cm (10 3/8 x 13 1/2in).

Painted *circa* 1925

£20,000 - 30,000

€24,000 - 36,000

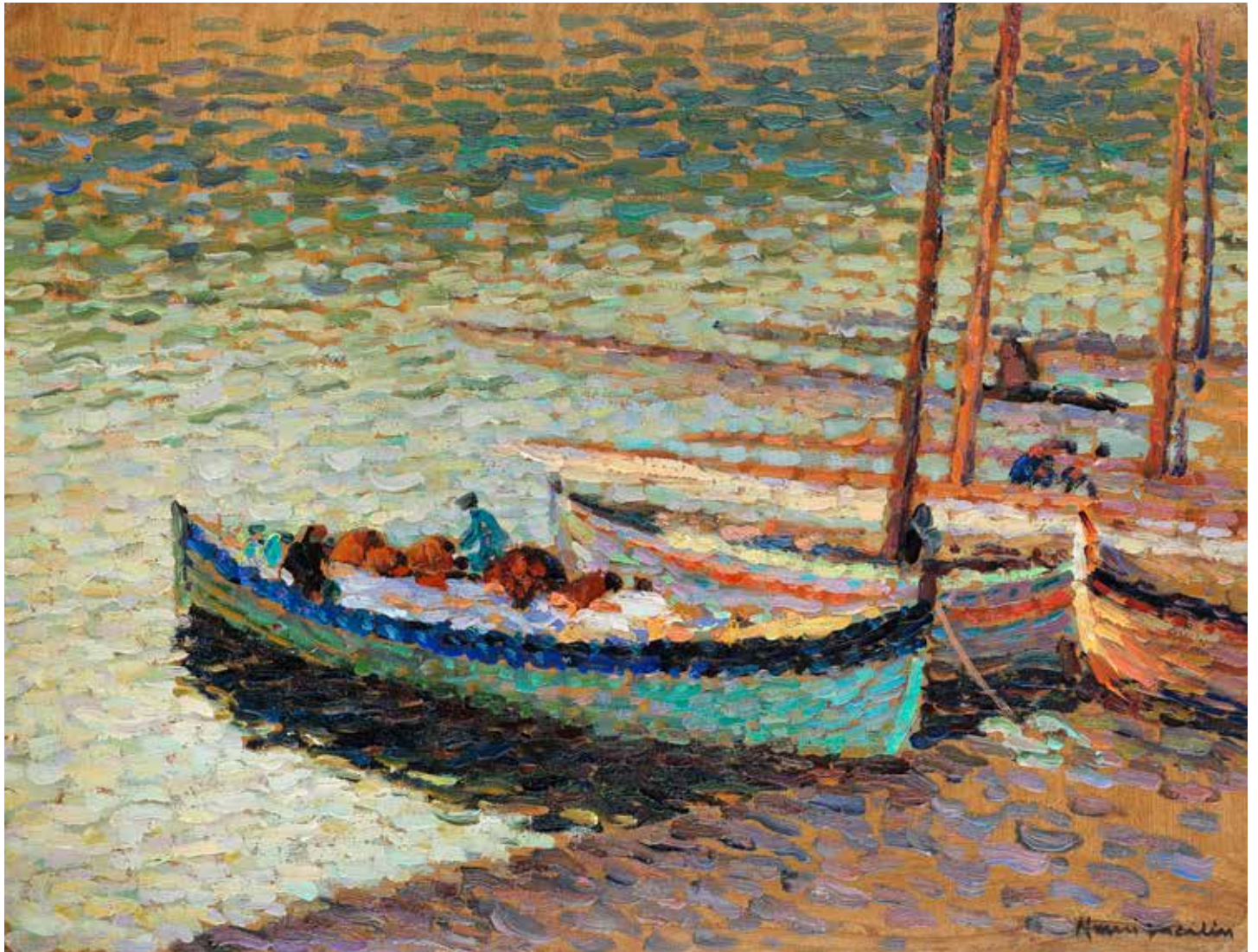
US\$26,000 - 39,000

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

Provenance

Private collection, France.

Private collection, Belgium (acquired from the above).



PROPERTY FROM A PRIVATE SWISS COLLECTION

31 *

HENRI MARTIN (1860-1943)

L'église de Labastide du Vert et son reflet au soleil couchant

signed 'Henri Martin' (lower right)

oil on canvas

105.5 x 66.8cm (41 9/16 x 26 5/16in).

Painted *circa* 1910

£80,000 - 120,000

€96,000 - 140,000

US\$100,000 - 160,000

The authenticity of this work was confirmed by the late Monsieur Cyrille Martin. This work will be included in the forthcoming Henri Martin *catalogue raisonné*, currently being prepared.

Provenance

Private collection, France (acquired in the 1920s).

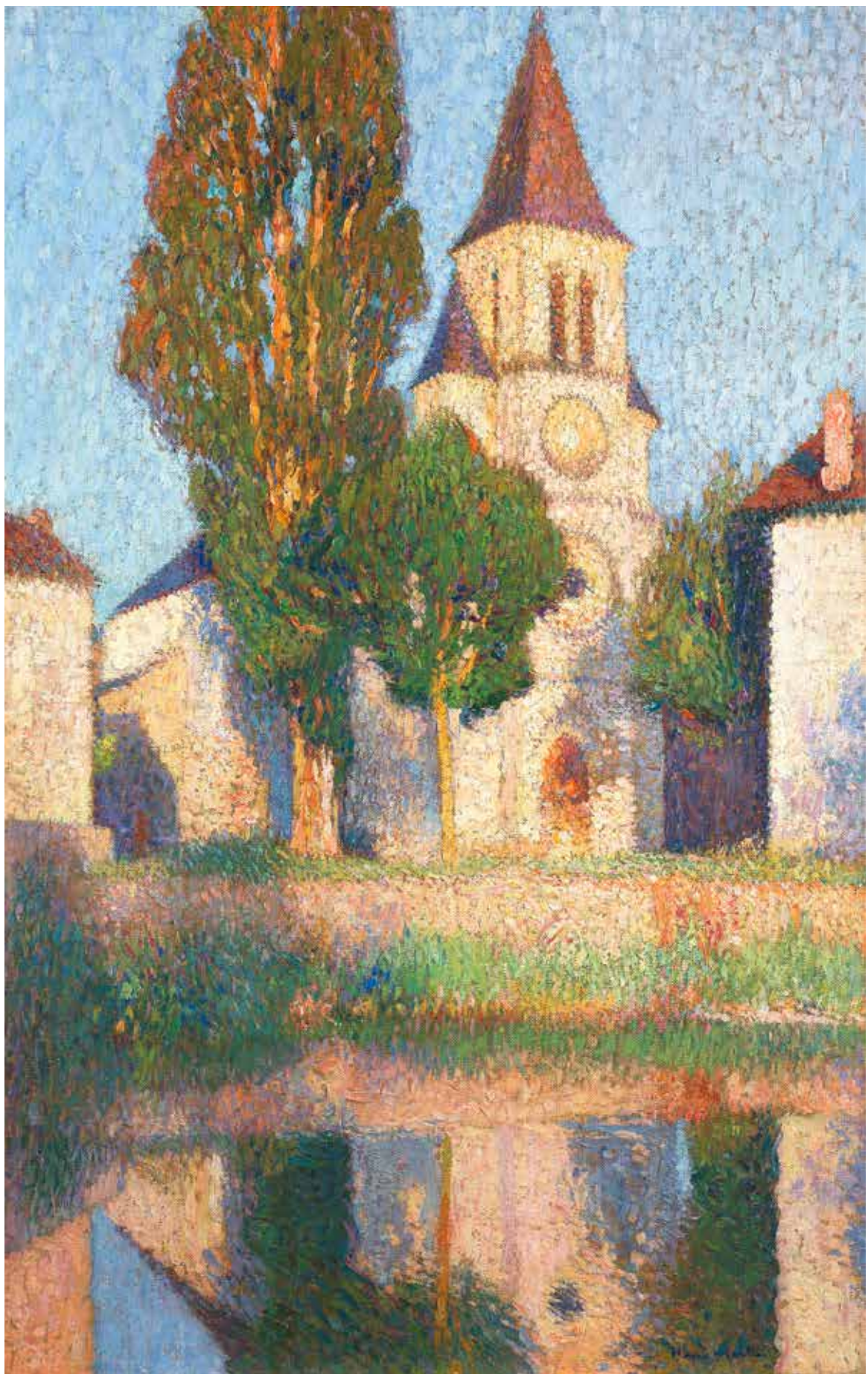
Private collection, Paris (by descent from the above); their sale,

Christie's, Paris, 3 December 2013, lot 22.

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

Exhibited

Limoges, Société des amis des arts, 1927.



PROPERTY FROM A PRIVATE DUTCH COLLECTION

32

RAOUL DUFY (1877-1953)

Nu à l'orchestre

signed 'Raoul Dufy' (lower left)

oil on panel

15.5 x 38cm (6 1/8 x 14 15/16in).

Painted *circa* 1930

£18,000 - 25,000

€22,000 - 30,000

US\$23,000 - 33,000

Provenance

Galerie Louis Carré & Co, Paris.

Private collection, France.

Galerie Fanny Guillon-Laffaille, Paris.

Kunsthandel Frans Jacobs, Amsterdam.

Private collection, The Netherlands (acquired from the above
circa 2002).

Exhibited

Galerie Bianca Landgraaf, *Raoul Dufy en zijn tijdgenoten in Laren*,
27 March - 7 April 2002.

Literature

M. Laffaille, *Raoul Dufy, catalogue raisonné de l'oeuvre peint*, Vol. III,
Geneva, 1976, no. 1102 (illustrated p. 138).



PROPERTY FROM A PRIVATE BELGIAN COLLECTION

33

LÉON SPILLIAERT (1881-1946)

Deux messieurs et une courtisane sur la digue au clair de lune;

Twee heren en een courtisane op de zeedijk bij maanlicht

signed 'L. Spilliaert' (lower right)

gouache, watercolour and pencil on paper

44.1 x 57.4cm (17 3/8 x 22 5/8in).

Executed in 1920

£20,000 - 30,000

€24,000 - 36,000

US\$26,000 - 39,000

The authenticity of this work has kindly been confirmed by Dr. Anne Adriaens-Pannier. This work will be included in the forthcoming Léon Spilliaert *catalogue raisonné*, currently being prepared.

Provenance

Odilon-Jean Périer or Gilbert Périer Collection, Brussels.

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

The present work belonged to one of the Périer brothers, who were important art patrons and especially collectors of Surrealist art in Belgium. Gilbert Périer commissioned a fresco by Paul Delvaux for his home, which is probably the largest Belgian art work ever made.

Following his marriage, the oeuvre of Belgian Symbolist Léon Spilliaert underwent a dramatic change from the more sombre work of his early years. Spilliaert married in 1916 and soon after became father to Madeleine. He left Ostend at the beginning of 1917 with the intention of joining the Pacifist movement in Switzerland, however, the events of the First World War prevented him from successfully relocating his young family to Geneva. He then settled in Brussels but, inevitably, pined for the sea and coastal atmosphere of his native Ostend. After experimenting with lithography, he discovered a new medium of expression which delighted him – watercolour. He was immediately won over by the luminosity of this water-based paint which forced him to work quickly, manipulating the paint in the same way that he had worked the India ink of his earlier works.

Having abandoned his lexicon of dark and unsettling images, he began to delve into domestic matters, depicting family life and his growing daughter, but also drawing fantastical scenes derived from his fertile imagination. The brilliance of colour and translucent quality of the watercolour lent itself well to the expression of his whimsical subjects. After a long absence, a return to the sea in 1920 delighted the artist. Confronted with the freedom and expansiveness of the sea once again, his imagination was stimulated and renewed afresh, and he rejoiced in depicting phantasmagoric scenes inspired by his inner dream world. Gifted with a sense of cosmic interpretation, his sharp eye was adept at allowing small details to conjure entirely novel atmospheres for his compositions. A shell, for example, would prompt an association with

the Birth of Venus, while a few languid bathers could become the pretext for evoking for the gods of the sea: Neptune and Venus.

Spilliaert employed the same fantastical colours to portray the lives of the holidaymakers who came in large numbers to enjoy the varied pleasures of the seaside resort of Ostend – known as the 'Queen of the Beaches'. During the day, the elegant visitors lounged by the sea or thermal baths, but by night more licentious offerings loomed on the terraces or on the esplanade of the seawall. In the present work, a courtesan with a large feather in her hat is depicted under a crescent moon. Her scant outfit, loose skirt, and shoulders draped with a silk shawl revealing her chest, leave no doubt as to her profession as she leans nonchalantly on the rails on the promenade patiently waiting for the two gentlemen to notice her. The spontaneous and impulsive character of the scene resides as much in the freedom displayed in the execution of the silhouettes and natural environment as in the loose structure of the composition as a whole. While the underlying pencil sketch delineates the volumes of the forms, the gauzy washes of watercolour make the beach, sky and sea vibrate.

Despite the slightly daring subject, the whole composition resonates with a feeling of harmony and poetry. Through the creation of a fantasy world, Spilliaert is able to play with representations of reality: presenting the appearance of reality while simultaneously showing reality to be nothing more than a beautiful *trompe-l'oeil*. This was a device which served to prompt his viewers to question the validity of the scene, and it is in this sense perhaps that one can understand Spilliaert's response to a question from a local newspaper, the *Carillon*, in 1925: 'My only shortcoming is the artifice'.

Text by Dr. Anne Adriaens-Pannier.



PROPERTY FROM A PRIVATE COLLECTION, UK

34 ^{AR}

BERNARD BUFFET (1928-1999)

Dahlia et cythys

signed 'Bernard Buffet' (lower right) and dated '1998' (lower left)

oil on canvas

73.4 x 54.5cm (28 7/8 x 21 7/16in).

Painted in 1998

£50,000 - 70,000

€60,000 - 84,000

US\$65,000 - 91,000

The authenticity of this work was confirmed by the late Monsieur Maurice Garnier.

Provenance

Opera Gallery, London.

Private collection, UK (acquired from the above in September 2005).



PROPERTY OF A PRIVATE COLLECTOR, SWITZERLAND

35 *

MAURICE UTRILLO (1883-1955)

Le restaurant 'Aux Vignobles de France'

signed and dated 'Maurice, Utrillo, V, 1922,' (lower left); signed and inscribed 'Rue Campagne Première (Paris, 14^{Arrt}) Maurice, Utrillo, V,' (on the stretcher)

oil on canvas

46 x 38cm (18 1/8 x 14 15/16in).

Painted in 1922

£35,000 - 55,000

€42,000 - 66,000

US\$46,000 - 72,000

The authenticity of this work was confirmed by the late Monsieur Jean Fabris.

Provenance

Roland Caillaud Collection, Paris.

Private collection (by descent from the above); their sale, Christie's, Paris, 1 December 2011, lot 61.

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

Literature

P. Pétridès, *L'oeuvre complet de Maurice Utrillo*, Vol. II, Paris, 1962, no. 951 (illustrated p. 355).





PROPERTY OF A PRIVATE COLLECTOR, SWITZERLAND

36 * AR

MAURICE DE VLAMINCK (1876-1958)

Village

signed 'Vlaminck' (lower right)
gouache, watercolour, brush and India ink on paper
49 x 58.8cm (19 5/16 x 23 1/8in).

Executed circa 1925

£12,000 - 18,000

€14,000 - 22,000

US\$16,000 - 23,000

This work will be included in the forthcoming *Maurice de Vlaminck Digital Database*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

Provenance

Galerie Simon, Paris.

Acquired from the above by the previous owner (in 1994); their sale, Christie's, London, 24 June 2004, lot 358.

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



PROPERTY FROM A PRIVATE SWISS COLLECTION

37 *

RAOUL DUFY (1877-1953)

Esquisse de musiciens

stamped with the artist's studio stamp 'Raoul Dufy' (lower left)

oil on canvas

60 x 52.5cm (23 5/8 x 20 11/16in).

Painted in 1942

£30,000 - 50,000

€36,000 - 60,000

US\$39,000 - 65,000

Provenance

Madame Dufy Collection, Paris & Nice.

Private collection (gifted from the above); their sale, Sotheby's, London, 17 March 1970, lot 67.

Serge Mourreau Collection (1974).

Private collection, Switzerland.

Literature

M. Laffaille, *Raoul Dufy, catalogue raisonné de l'oeuvre peint*, Vol. IV, Geneva, 1977, no. 1436 (illustrated p. 42).

PROPERTY FROM A PRIVATE COLLECTION, UK

38

ARISTIDE MAILLOL (1861-1944)

Etude pour le monument de Port-Vendres

signed with the artist's monogram and numbered '2/6' (on the back of the base) and inscribed with the foundry mark 'Alex Rudier Fondateur Paris.' (on the left of the base)

bronze with green-brown patina

26 x 36cm (10 1/4 x 14 3/16in).

Conceived in 1921, this bronze version cast by the Alexis Rudier Foundry in a numbered edition of 6 plus two artist's proofs.

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 26,000

The authenticity of this work was confirmed by the late Madame Dina Vierny.

Provenance

Bruton Gallery, Somerset.

Private collection, UK (acquired from the above in September 1984).

Exhibited

Edinburgh, Institut français d'Ecosse, *Maquette to Monumental, Sculpture from Rodin to Our Days*, August 1984, no. 30 (later travelled to London & Dallas).

Literature

W. George, *Aristide Maillol et l'âme de la sculpture*, Neuchâtel, 1977 (another cast illustrated p. 178).

B. Lorquin, *Aristide Maillol*, London, 1995 (another cast illustrated p. 82)





39

ALBERT LEBOURG (1849-1928)

Bords de Seine, péniches à quai

signed 'A. Lebourg.' (lower right)

oil on canvas

38.3 x 61.6cm (15 1/16 x 24 1/4in).

£12,000 - 18,000

€14,000 - 22,000

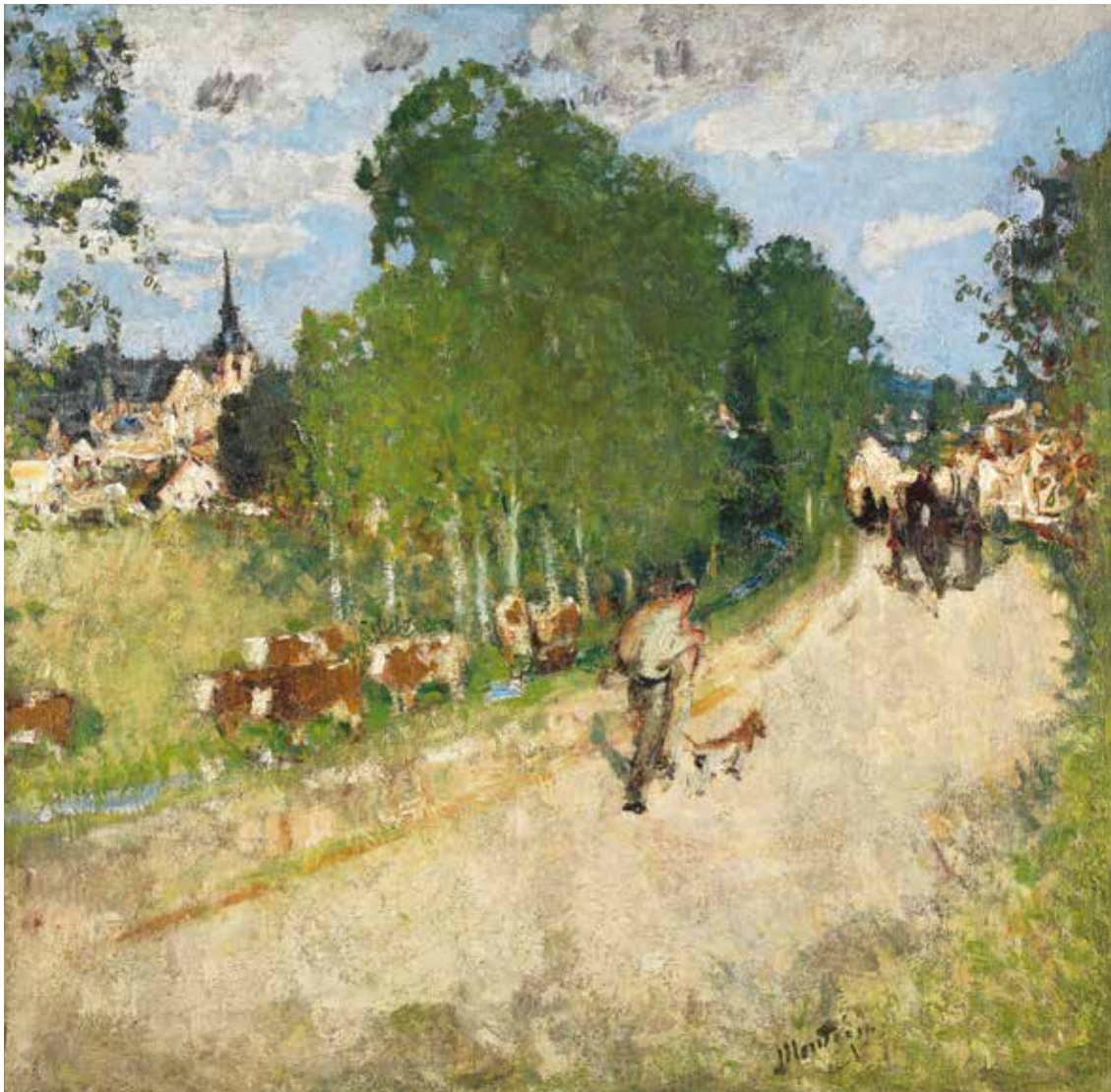
US\$16,000 - 23,000

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

Provenance

Anon. sale, Ader, Paris, 16 November 2015, lot 30.

Acquired at the above sale by the present owner.



40

PIERRE EUGÈNE MONTÉZIN (1874-1946)

L'entrée de Bessé-sur-Braye (Sarthe)

signed 'Montézin' (lower right); inscribed 'L'entrée de Besse s/Braye (Sarthe)' (on the stretcher)

oil on canvas

74.9 x 74.8cm (29 1/2 x 29 7/16in).

£6,000 - 8,000

€7,200 - 9,600

US\$7,800 - 10,000

The authenticity of this work has kindly been confirmed by Monsieur Cyril Klein-Montézin.

Provenance

Anon. sale, Hôtel des Ventes Piguet, Geneva, 20 June 2018, lot 953.

Acquired at the above sale by the present owner.



PROPERTY FROM A PRIVATE SWISS COLLECTION

41 *

PIERRE EUGÈNE MONTÉZIN (1874-1946)

La bergère, premiers froids

signed 'Montézin' (lower right); inscribed 'La Bergère premiers froids' (on the reverse)

oil on canvas

72.8 x 131cm (28 11/16 x 51 9/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

The authenticity of this work has kindly been confirmed by Monsieur Cyril Klein-Montézin.

Provenance

M. Roux Collection, France.

Les salles du Palais, Geneva (by 1981).

Private collection, Geneva (acquired from the above in June 2009).

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



PROPERTY FROM A PRIVATE COLLECTION, UK

42

HENRI LEBASQUE (1865-1937)

Femme avec une chapeau jaune, Étretat

oil on canvas

60.4 x 46.5cm (23 3/4 x 18 5/16in).

Painted in Étretat in 1903

£6,000 - 8,000

€7,200 - 9,600

US\$7,800 - 10,000

The authenticity of this work has kindly been confirmed by Madame Maria de la Ville-Fromoit.

Provenance

Waterhouse & Dodd, London.

Private collection, London (acquired from the above in 2003).



PROPERTY OF AN IMPORTANT PRIVATE EUROPEAN COLLECTOR

43

HENRI LEBASQUE (1865-1937)

Nu assis

stamped with the artist's studio stamp 'H Lebasque' (lower right)

pastel and charcoal on paper

63.1 x 47.9cm (24 13/16 x 18 7/8in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

The authenticity of this work has kindly been confirmed by Madame Maria de la Ville-Fromoit.

Provenance

The artist's family collection.

Acquired from the above by the previous owner; their sale, Sotheby's, London, 21 October 1998, lot 394.

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

PROPERTY FROM A PRIVATE SINGAPORE COLLECTION

44 * AR

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Sakurajima

signed and dated 'Foujita 1935' and further signed and inscribed in Japanese (lower right)

oil on canvas

32.3 x 41.5cm (12 11/16 x 16 5/16in).

Painted in 1935

£20,000 - 30,000

€24,000 - 36,000

US\$26,000 - 39,000

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

Provenance

Private collection, Singapore.



45 ^{AR}

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Portrait de fillette (Philomène)

signed, inscribed and dated '2me [sic] Etude Foujita 1925' and further
signed in Japanese (lower left)

pencil and *estompe* on tracing paper

43 x 20.9cm (16 15/16 x 8 1/4in).

Executed in 1925

£15,000 - 18,000

€18,000 - 22,000

US\$20,000 - 23,000

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

Provenance

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

Thence by descent to the present owners.





46

JULIO GONZÁLEZ (1876-1942)

Nu debout mélancolique

signed and inscribed 'J. Gonzalez ©' (on the base), indistinctly signed 'Gonzalez' (on the right side of the base) and stamped with the foundry mark 'E. Godard Cire Perdue' and numbered '0' (on the back of the base)

bronze with black patina

26cm (10 1/4in). high

Conceived circa 1910 - 1914, this bronze version cast by the Godard Foundry in an edition numbered 5/9 - 9/9 plus two additional casts: 0 and EA.

£8,000 - 12,000

€9,600 - 14,000

US\$10,000 - 16,000

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

Provenance

The artist's estate.

Private collection, France.

Literature

J. Withers, *Julio González 1876-1942, Les matériaux de son expression*, exh. cat, Paris, 1971 (another cast illustrated).

P. Descargues, *Julio González*, Paris, 1971 (another cast illustrated p. 71).

V. Aguilera Cerni, *Julio, Joan, Roberta González - Itinerario de una dinastía*, Barcelona, 1973 (another cast illustrated p. 175).

Exh. cat., *Julio González*, Madrid, 1974 (another cast illustrated).

MAB (ed.), *Donación González*, Barcelona, 1974 (another cast illustrated p. 2).

C. Goldscheider, *Exposition Julio González au Japon*, exh. cat., Tokyo & Osaka, 1975 (another cast illustrated p. 1).

J. Merkert (ed.), *González, Catalogue raisonné des sculptures*, Milan, 1987, no. 17 (another cast illustrated p. 26).



47

JULIO GONZÁLEZ (1876-1942)

Tête d'homme couché, Monthyon

signed and numbered 'Gonzalez 6/9' and stamped with the foundry

mark 'Cire C. Valsuani Perdue' (underneath)

bronze with brown patina

14.5 x 23.3cm (5 11/16 x 9 3/16in).

Conceived circa 1934 - 1936, this bronze version cast by the Valsuani Foundry in an edition numbered 2/9 to 6/9 plus one additional cast for the Museo de Arte Contemporáneo, Madrid.

£10,000 - 12,000

€12,000 - 14,000

US\$13,000 - 16,000

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

Provenance

Galerie Marwan Hoss, Paris.

Private collection, France.

Literature

H. Kramer, *Julio González*, exh. cat., New York, 1961 (another cast illustrated p. 46).

C. A. Areán (ed.), 'Julio González en la XXXII Biennale de Venecia', in *Papeles de Son Armadans*, Vol. 60, Madrid & Palma de Mallorca, February 1965 (another cast illustrated no. 107).

M. N. Pradel de Grandry, 'La Donation González au Musée National d'Art Moderne', in *La Revue du Louvre*, no. 1, Paris, 1966 (another cast illustrated no. 29).

C. A. Areán, 'Julio González y la búsqueda de los nuevos caminos', in *Escultura actual en España. Tendencias no imitativas*, Madrid, 1967 (another cast illustrated p. 31).

V. Aguilera Cerni, *Julio, Joan, Roberta González - Itinerario de una dinastía*, Barcelona, 1973 (another cast illustrated p. 226).

Fundación Juan March (ed.), *Julio González, Esculturas y dibujos*, exh. cat., Madrid, 1980 (another cast illustrated).

J. Merkert (ed.), *González, Catalogue raisonné des sculptures*, Milan, 1987, no. 191 (another cast illustrated p. 201).



48 AR

JEAN SOUVERBIE (1891-1981)

Jeune femme à la mandoline

signed 'Souverbie' (lower left)

oil on canvas

73.5 x 54.1cm (28 15/16 x 21 5/16in).

Painted circa 1927

£8,000 - 12,000

€9,600 - 14,000

US\$10,000 - 16,000

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

Provenance

Anon. sale, Piasa, Paris, 1 April 1998, lot 149.

Private collection, London.



49 ★ AR

RENATO GUTTUSO (1912-1987)

Zucca, thermos, martello

signed and dated 'Guttuso '46' (lower left)

oil on canvas

46 x 55.2cm (18 1/8 x 21 3/4in).

Painted in 1946

£18,000 - 25,000

€22,000 - 30,000

US\$23,000 - 33,000

Provenance

Wilson Collection, London.

John Gordon Ogston Miller Collection, Venice.

Lady Bowman Collection, Somerset (by descent from the above).

Private collection, UK; their sale, Bonhams, London, 1 March 2018, lot 43.

Acquired at the above sale by the present owner.

Literature

E. Crispolti, *Catalogo ragionato generale dei dipinti di Renato Guttuso*, Vol. I, Milan, 1983, no. 46/59 (illustrated p. 154).



50 AR

GIULIO D'ANNA (1908-1978)

Paesaggio simultaneo + aerei Caproni

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

gouache, watercolour and pencil on paper

59.1 x 85cm (23 1/4 x 33 7/16in).

Executed circa 1928 - 1929

£12,000 - 18,000

€14,000 - 22,000

US\$16,000 - 23,000

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

Provenance

Private collection, Turin.

Exhibited

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



51 AR

GIULIO D'ANNA (1908-1978)

Stormo aereo sullo stretto

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

oil and gouache on plywood

81.8 x 118.8cm (32 3/16 x 46 3/4in).

Painted circa 1932 - 1933

£30,000 - 50,000

€36,000 - 60,000

US\$39,000 - 65,000

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

Provenance

Private collection, Turin.

Exhibited

Lima, Museo de Arte de Italiano, *Futurismo y velocidad, La velocidad en la tierra y en el cielo*, 6 June - 6 August 2017.

Zagreb, Muzej Suvremene Umjetnosti, *Futurismo Dinomismo e colore*, 1 March - 21 April 2019.

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

END OF SALE

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

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oil on burlap
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PIERRE SOULAGES (B. 1919)

Peinture 128,5 x 128,5 cm, 16 décembre 1959
1959
oil on canvas
129 x 130 cm. (50 13/16 x 51 3/16 in.)
£5,500,000 - 7,500,000 *

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

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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

Copyright & Acknowledgements

Lot 1

Gustav Klimt (1862-1918)
Beethoven Frieze: "Ode to Joy" and "The Kiss to the Whole World", 1902
casein colour, gold leaf, semi-precious stones, plaster, charcoal and pencil on stucco ground
Galerie im Belvedere, Vienna.
Photo: © akg-images / Erich Lessing

Lot 2

Caspar David Friedrich (1774-1840)
Wanderer above the Sea of Fog, c. 1817
oil on canvas
Collection of Kunsthalle, Hamburg.
Photo: © Heritage Images / Fine Art Images / akg-images

Lot 3

Rembrandt Harmenszoon van Rijn (1606-1669)
Self-portrait, 1633
oil on panel
Musée du Louvre, Paris.
Photo: © akg-images
Edgar Degas (1834-1917)
Achille de Gas as Midshipman, 1856-57
oil on canvas
National Gallery of Art, Washington.
Photo: © akg-images
Ryusai Kunishige (1802-1853)
Actor as Kimon no Kihei, c. 1850
colour woodblock print
The Cleveland Museum of Art, Ohio.
Photo: © Heritage Images / Heritage Art / akg-images

Lot 6

Vaslav Nijinsky as the Faun in Claude Debussy's
L'Après-midi d'un Faune, 1912.
Photo: © akg-images
Portrait of Vaslav Nijinsky, 1911.
Photo: © Prismatic Pictures / Bridgeman Images
A 1912 photograph of Pablo Picasso's *Tête de femme (Fernande)*, 1909.
Photo: © Musée d'Orsay, Dist. RMN-Grand Palais / Alexis Brandt
Artwork: © Succession Picasso/DACS, London 2020

Lot 10

Foujita in 1923.
Photo: © Roger Viollet via Getty Images
Henri Rousseau (1844-1910)
La carrière, 1897
oil on canvas.
Photo: © The Print Collector / Getty Images

Lot 11

Ossip Zadkine in his rue Rousselet atelier, Paris, c. 1925.
Artwork: © ADAGP, Paris and DACS, London 2020
Constantin Brancusi (1876-1957)
Mlle Pogany I, 1912
white marble, limestone block
Philadelphia Museum of Art, USA.
Photo: © Gift of Mrs. Rodolphe Meyer de Schauensee, 1933 / Bridgeman Images
Ossip Zadkine, c. 1922, alongside the unfinished
Sculpture or Formes féminines, photographed by Marc Vaux.
Artwork: © ADAGP, Paris and DACS, London 2020
Head of a Buddha
Pakistan, 5th Century A.D
basalt
Musée Guimet, Paris.
Photo: © akg-images / Erich Lessing

Head of 'Blonde Youth' (Blond Ephebe)
Greek, 5th Century B.C
Ethnikó Arheologikó Moussio, Athens.
Photo: © akg-images / De Agostini Picture Lib. / G. Nimattallah
Amedeo Modigliani (1884-1920)
Lunia Czechowska (la Main Gauche sur la Joue), 1918
oil on board
Private Collection.
Photo: © Christie's Images / Bridgeman Images
Amedeo Modigliani (1884-1920)
Tête, c. 1911-12
stone
Private Collection.
Photo: © Bernard Bonnefon / akg-images
André Kertész (1894-1985)
Zadkine in his studio, Paris, 1926
silver gelatin print
The Israel Museum, Jerusalem.
Photo: © The Noel and Harriette Levine Collection / Bridgeman Images
Artwork: © ADAGP, Paris and DACS, London 2020
Ephebus, possibly in Ossip Zadkine's atelier on the rue Rousselet, Paris, c. 1920.
Artwork: © ADAGP, Paris and DACS, London 2020
Ossip Zadkine's atelier on the rue de Vaugiraud, Paris.
Artwork: © ADAGP, Paris and DACS, London 2020

Lot 12

Ogata Korin (1658-1716)
Six panel screen with cranes, Edo Period
ink, colour, gold and silver on paper
Freer Gallery of Art, Smithsonian Institution, USA.
Photo: © Freer Gallery of Art, Smithsonian Institution / Gift of Charles L. Freer / Bridgeman Images

Lot 13

Léonard Tsuguharu Foujita (1886-1968)
Young Couple and animals, 1917
watercolour, pen and ink on paper
Private Collection.
Photo: © Christie's Images / Bridgeman Images
Artwork: © Fondation Foujita / ADAGP, Paris and DACS, London 2020
Léonard Tsuguharu Foujita (1886-1968)
Portrait of the artist, 1926
oil on canvas
Musée des Beaux-Arts, France.
Photo: © Photo Josse / Bridgeman Images
Artwork: © Fondation Foujita / ADAGP, Paris and DACS, London 2020
Titian (c.1488-1576)
Venus of Urbino, before 1538
oil on canvas
Galleria degli Uffizi, Italy.
Photo: © Raffaello Bencini / Bridgeman Images
Léonard Tsuguharu Foujita (1886-1968)
Reclining nude with Toile de Jouy, 1922
oil, ink, charcoal and pencil on canvas
Musée d'Art Moderne de la Ville de Paris, France.
Photo: © Bridgeman Images
Artwork: © Fondation Foujita / ADAGP, Paris and DACS, London 2020
Foujita's wife, Youki, reclining on a sofa with a cat, 1926.
Atelier Frieda G. Riess.
Photo: © akg-images / ullstein bild

Lot 14

Giacinto Scelsi, early 1940s.
Photo: © Foto Archivio Fondazione Isabella Scelsi
The residence at 8 Via San Teodoro, home of Giacinto Scelsi in the latter part of his life and today the seat of the Isabella Scelsi Foundation.
Above the sofa, the Salvador Dalí diptych.
Photo: © Archivio Fondazione Isabella Scelsi

The Surrealist Group in 1935; back row from left to right: Man Ray, Jean Arp, Yves Tanguy and André Breton. Front row from left to right: Tristan Tzara, Salvador Dalí, Paul Éluard, Max Ernst and René Crevel.
Photo: © akg-images / Album

Salvador Dalí (1904-1989)
Portrait of Paul Éluard, 1929
oil on board
Private Collection.
Photo: © Christie's Images / Scala
Artwork: © Salvador Dalí, Fundació Gala-Salvador Dalí, DACS 2020
Jean-François Millet (1814-1875)
L'Angélus, 1857-59
oil on canvas
Musée d'Orsay, Paris.
Photo: © akg-images

Portrait of Salvador and Gala Dalí with *Couple aux têtes pleine de nuages*, photographed by Cecil Beaton.
Photo: © Cecil Beaton Studio Archive / Sotheby's
Artwork: © Salvador Dalí, Fundació Gala-Salvador Dalí, DACS 2020

Salvador Dalí (1904-1989)
Girl Skipping in a Landscape, 1936
oil on canvas
Museum Boijmans Van Beuningen, Netherlands.
Photo: © Bob Goedewaagen
Artwork: © Salvador Dalí, Fundació Gala-Salvador Dalí, DACS 2020

Giorgio de Chirico (1888-1978)
Mystery and Melancholy of a Street, 1914
oil on canvas
Private Collection.
Photo: © akg-images / Album
Artwork: © DACS 2020

Salvador Dalí (1904-1989)
Invisible Afghan with Apparition, on the Beach, of the Face of Garcia Lorca, in the Form of a Fruit Dish with Three Figs, 1938
oil on wood panel
Private Collection.
Photo: © Bridgeman Images
Artwork: © Salvador Dalí, Fundació Gala-Salvador Dalí, DACS 2020

René Magritte (1898-1967)
La Représentation, 1937
oil on canvas
Scottish National Gallery of Modern Art, Edinburgh.
Photo: © Photothèque R. Magritte / ADAGP Images, Paris, / SCALA, Florence
Artwork: © René Magritte (1898-1967)

René Magritte (1898-1967)
The Discovery of Fire, 1935
oil on panel
Private Collection.
Photo: © akg-images / Album / Oronoz
Artwork: © ADAGP, Paris and DACS, London 2020

Lot 16

Raoul Dufy (1877-1953)
Deauville, le Séchage des Violes, 1933
oil on canvas
Tate Collection, UK.
Photo: © Tate
Artwork: © ADAGP, Paris and DACS, London 2020
Raoul Dufy in his studio.
Photo: © Granger / Bridgeman Images
Artwork: © ADAGP, Paris and DACS, London 2020

Lot 29

Jules Desjardin (1854-1907)
Portait d'Henri Le Sidaner
drawing
Private Collection.
Photo: © Connaught Brown



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2. LOTS

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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*.

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

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

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The Seller’s responsibility to you

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots for Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested 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 equaling 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*.

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

Bidding in person

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

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

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

Bidding via the internet

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

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

Bidding through an agent

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

details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

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

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

For this Sale the following rates of *Buyer's Premium* will be payable by Buyers on each Lot purchased:

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

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

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

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

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

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

8. VAT

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

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

† VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*

Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*

* VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*

• Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*

α Buyers from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). Buyers from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

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

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

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

15. BOOKS

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

16. CLOCKS AND WATCHES

All Lots are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the Lot is in good

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence. *Lots* marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose.

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine.

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

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.

- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* 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*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* beyond 7 days from the day of the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 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.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when: (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.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not, until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You 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 *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
 - 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for

your breach of contract;

- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
 - 8.1.3 to retain possession of the *Lot*;
 - 8.1.4 to remove and store the *Lot* at your expense;
 - 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
 - 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
 - 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
 - 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
 - 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
 - 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.
- ##### 9 THE SELLER'S LIABILITY
- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
 - 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
 - 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
 - 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
 - 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
 - 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
 - 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or

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

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the *Contract for Sale*.
- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents 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 Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller and following completion of our enquiries pursuant to paragraph 3.1.1;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the Lot or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the *Catalogue* or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT 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. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 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 criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 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 Seller, 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.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us; in cleared funds, everything due to the Seller and to us, 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

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 agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 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 *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or 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 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

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused

by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

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

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

12 MISCELLANEOUS

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

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

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

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to

Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*. **"Hammer Price"** the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

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

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

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

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

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

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

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

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*. **"Notice to Bidders"** the notice printed at the back or front of our *Catalogues*.

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

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

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

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

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "*Seller*" includes both the agent and the

principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
- (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
- (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
- (a) the seller;
- (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
- (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

Bonhams

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

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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: Impressionist & Modern Art		Sale date: 26 March 2020	
Sale no. 25979		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 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 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (if applicable)			
Company Registration number (if applicable)			
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		City	
Post / Zip code		County / State	
Telephone (mobile)		Country	
Telephone (landline)			
E-mail (in capitals)			
Please answer all questions below			
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.			
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.			
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement			
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>		If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>	

Please 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 ★

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Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

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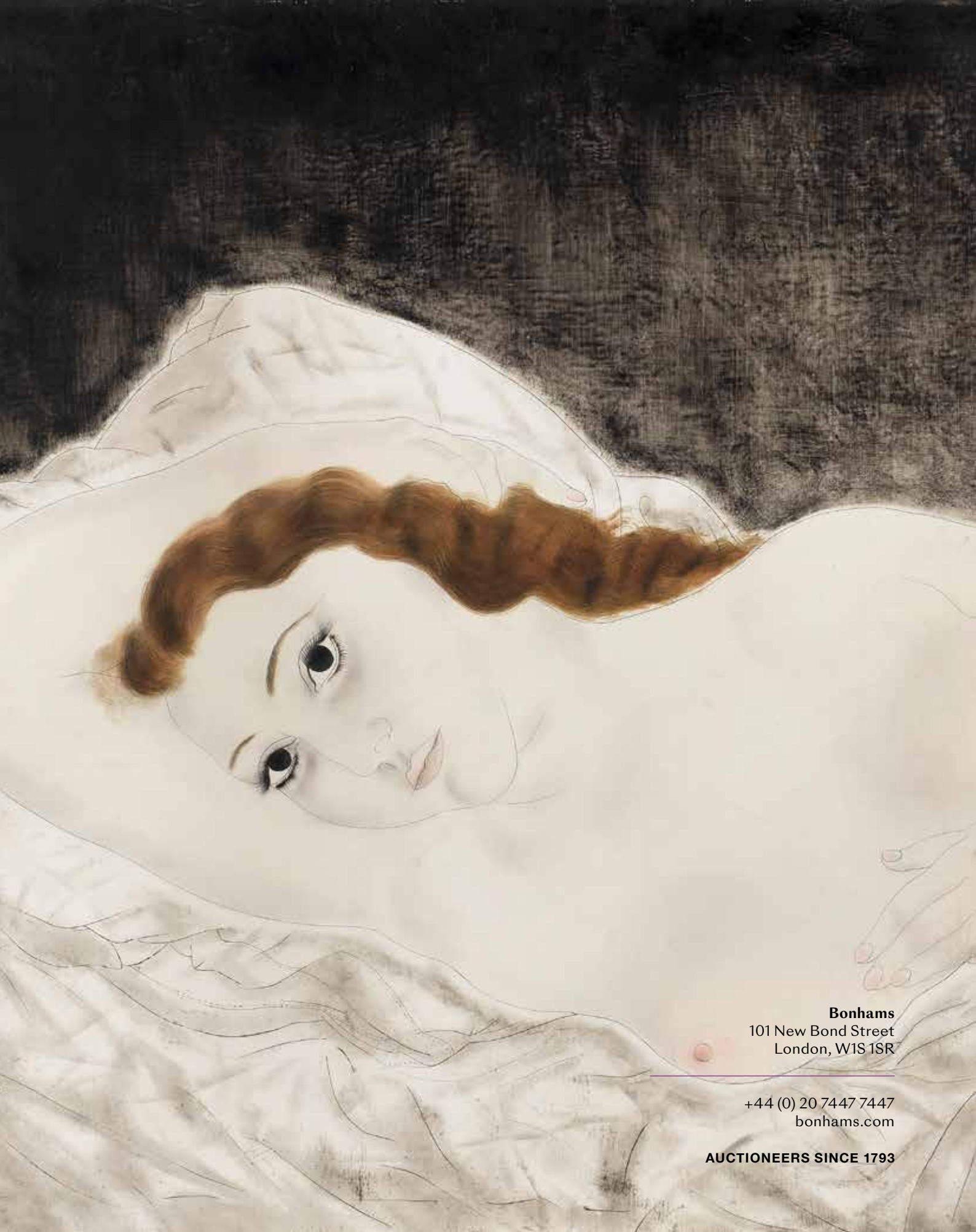
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