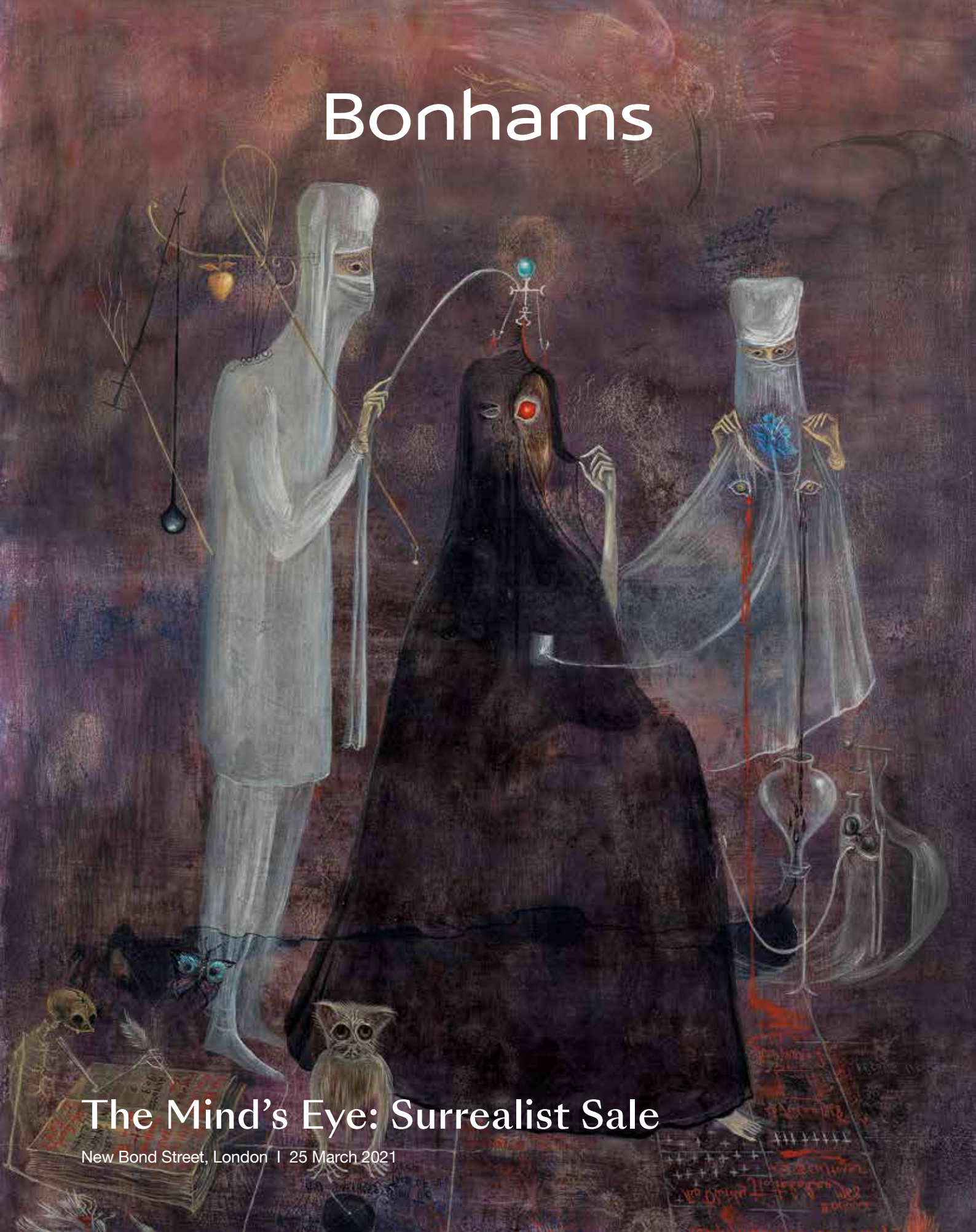


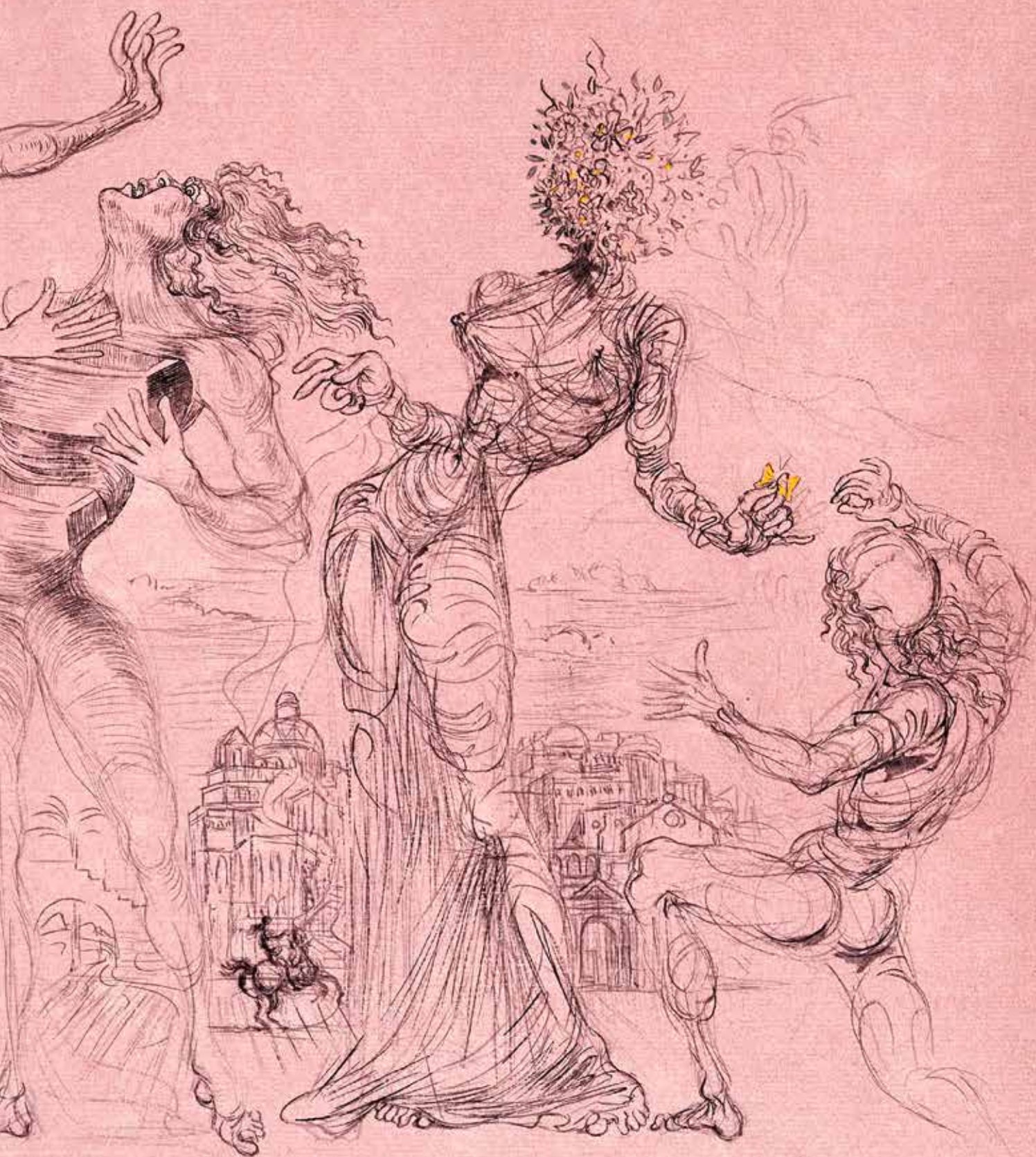
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The Mind's Eye: Surrealist Sale

New Bond Street, London | 25 March 2021







The Mind's Eye: Surrealist Sale

New Bond Street, London | Thursday 25 March 2021 at 2pm

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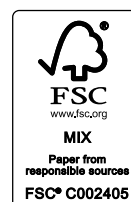
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PROPERTY FROM A DISTINGUISHED US COLLECTION

1 * AR

RENÉ MAGRITTE (1898-1967)

La chambre d'Ecoute

signed 'Magritte' (lower right)

pen and black ink on paper

15.5 x 20.8cm (6 1/8 x 8 3/16in).

£50,000 - 70,000

€58,000 - 81,000

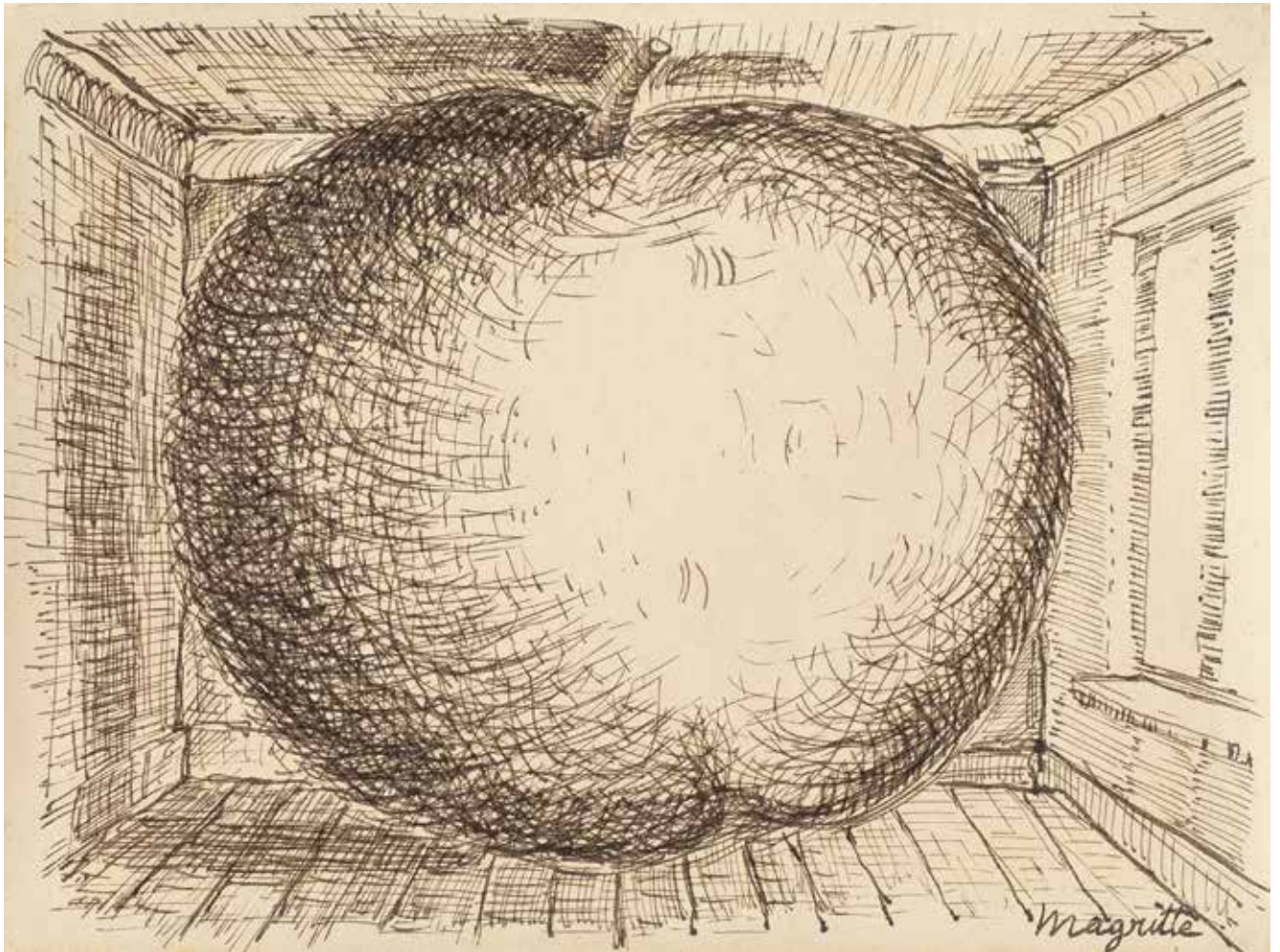
\$70,000 - 98,000

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

Provenance

Louis K. Meisel Gallery, New York, no. 6701.

Private collection, US (a gift from the above in December 2009).



René Magritte



Daniel Frasnay (b. 1928) *René Magritte standing behind the glass door of his house in Brussels*, 1967.

La chambre d'Ecoute celebrates one of Magritte's most famous motifs, the apple, which was oft repeated in playful yet unsettling compositions. Illustrating the artist's virtuoso draughtsmanship, the present work shows the mature realisation of the artist's iconic style which was first ignited by his meeting key figures from the Surrealist movement in the 1920s.

The twenties were a decade which sculpted the young Belgian into a prominent artist within the Surrealist group and helped carve his name into the annals of modern art history. A defining moment in the lead up to Magritte's visit to Paris in 1927 and involvement with the likes of Salvador Dalí and André Breton was an earlier encounter with Giorgio de Chirico's metaphysical masterpiece *The Song of Love*, in 1923. It was a profoundly moving experience for the artist, both emotionally and artistically, and the work of de Chirico was hugely influential for not only Magritte, but also a great number of the Surrealist artists. The work's inconsequential objects, its sinister architectural forms, vacuous passageways and a train that flicks past just out of sight, conjures feelings of both the absurd and the ominous.

The presence of absurdity coupled with the quietly disconcerting is a common element of the Surrealist output, although it was by no means of their sole invention. The group had in fact found this common ground within the prose-poem *Les Chants de Maldoror* (1868-1869) by the Comte de Lautréamont. Having existed in something of obscurity at the time of publishing, this piece of transgressive literature was rediscovered by the Surrealists, who found mutual sentiment in the verse's themes of violence and the absurd.

The piece also captured one of the most important principles of the Surrealist aesthetic: to challenge the observer's preconceived and preconditioned perception of reality through the juxtaposition of two entirely foreign realities.

This principle is most evidently revealed in the biomorphic abstraction that was so prevalent with the Surrealists through the late 1920s, in particular in the work of the Joan Miró and Jean (Hans) Arp (see lot 45). From the Greek words for life, 'bios', and form, 'morphe', the abstracted imagery adopted by these artists presented a world of bulbous, enticing, sexually-charged forms that were simultaneously totally alien to the viewer whilst maintaining a presence of uncanny familiarity. In contrast, Magritte's figurative creations challenged the real world through a naturalistic and highly detailed depiction of ordinary objects suspended in everyday settings, juxtaposed in an entirely illogical manner, often transposing the monumental into the seemingly mundane or vice versa: 'In view of my determination to make the most familiar objects scream aloud, these had to be disposed in a new order and to be charged with a vibrant significance' (R. Magritte quoted in P. Waldberg, *René Magritte*, Brussels, 1965, p. 116).

It is from this methodology that Magritte's use of the motif is so entirely important whilst, in a most satirically Magritte-ian way, remaining utterly irrelevant. His works are characterized by a series of these motifs – apples, curtains, bowler hatted men, birds, objects in flames, and more – which he endlessly arranges and re-arranges within varying settings whilst the viewer struggles to find meaning and theory in his image. His most iconic and successful subjects challenge the viewer. They challenge the viewer to find and define reason, clarity and meaning in the work, to question their idea of what is real and what is not.

In addition to his use of motifs, Magritte used the titles of his works to divert and test the thought process of his viewers, subverting their expectations by assigning descriptions that bore almost no relevance to the depicted scene. In his own words, 'the titles are meant as an extra protection to counter any attempt to reduce poetry to a pointless game' (R. Magritte quoted in D. Sylvester (ed.), *René Magritte, catalogue raisonné*, Vol. V, *Supplément*, London, 1997, p. 20).

La chambre d'Ecoute presents the viewer with the iconic, orb-like apple hanging seemingly unaided within a room. Immediately we must question which object is 'real'; is it the apple that is oversized, or is the room extremely small? Of course, our questioning is futile, for the presence of either must discredit the reality of the situation entirely and regardless, the artist has led us into an endless loop of unanswerable uncertainty. Aside from probing the viewer's constructs of reality, Magritte prompts us to question what we are not seeing, to question that which is hidden within. Objects in his works are often partially concealed, as in the 1964 *Son of Man*, so the viewer can deduce that the apple here may well be concealing something – or indeed nothing at all. It is a somewhat Schrödinger's cat-like situation; the potentially hidden presence is both simultaneously present and absent. It is another characteristic of the quietly ominous.

Whilst it is easy to attribute the playful, potentially Machiavellian nature of this to nothing more than toying with his viewership, a more



René Magritte (1898-1967), *The Listening Room*, 1958, Kunsthhaus Zurich.

disturbing explanation for Magritte's use of the everyday object to obscure can be found in his childhood memories of his mentally ill mother. As a young boy he would sit for long periods of time locked in her room until after several attempts she eventually escaped and took her own life in the River Sambre in 1912. The claustrophobic nature of the expanded apple sucking the space from the room in the present work could certainly be linked to this experience, as the artist attempts to eliminate what was once his normality with an alternate reality, leading us also to question what, or who, is hidden behind the apple.

As a study for two seminal paintings from 1952 and 1958 titled *La chambre d'écoute*, or *The Listening Room*, the present work sits firmly within Magritte's seminal mature period and its importance as a study for one his most recognisable works cannot be understated, with both finished paintings now residing in public collections in the US and Switzerland.

The nature of Magritte's studies for his paintings offers the viewer an intimate insight into the bubbling mind of this Surrealist master like no other. Whilst the present work appears to be a study for the aforementioned paintings, we are immediately drawn to the highly finished nature of the draughtsmanship and the considered ink line, which, coupled with the artist's signature in the lower right corner, offers an elevated position for the work and almost allows it to be placed within *The Listening Room* series as a finished work in its own right.



Giorgio de Chirico (1888-1978), *The Song of Love*, 1914, Museum of Modern Art, US.

2

HORST P. HORST (1906-1999)

Dalí Costumes (Bacchanal), Paris, 1939

Gelatin silver print, printed later, embossed signature stamp
in the margin; signed in pencil on the verso.

29.2 x 22.8cm (11 1/2 x 9in)

sheet 35.6 x 28cm (14 x 11in); unframed

£7,000 - 10,000

€8,100 - 12,000

\$9,800 - 14,000



3 AR

LEONOR FINI (1907-1996)

Duel oratoire

signed 'Leonor Fini' (lower right)

gouache, pen and ink on paper

45.4 x 37.7cm (17 7/8 x 14 13/16in).

£1,500 - 2,000

€1,700 - 2,300

\$2,100 - 2,800

The authenticity of this work has kindly been confirmed by Mr. Richard Overstreet.

Provenance

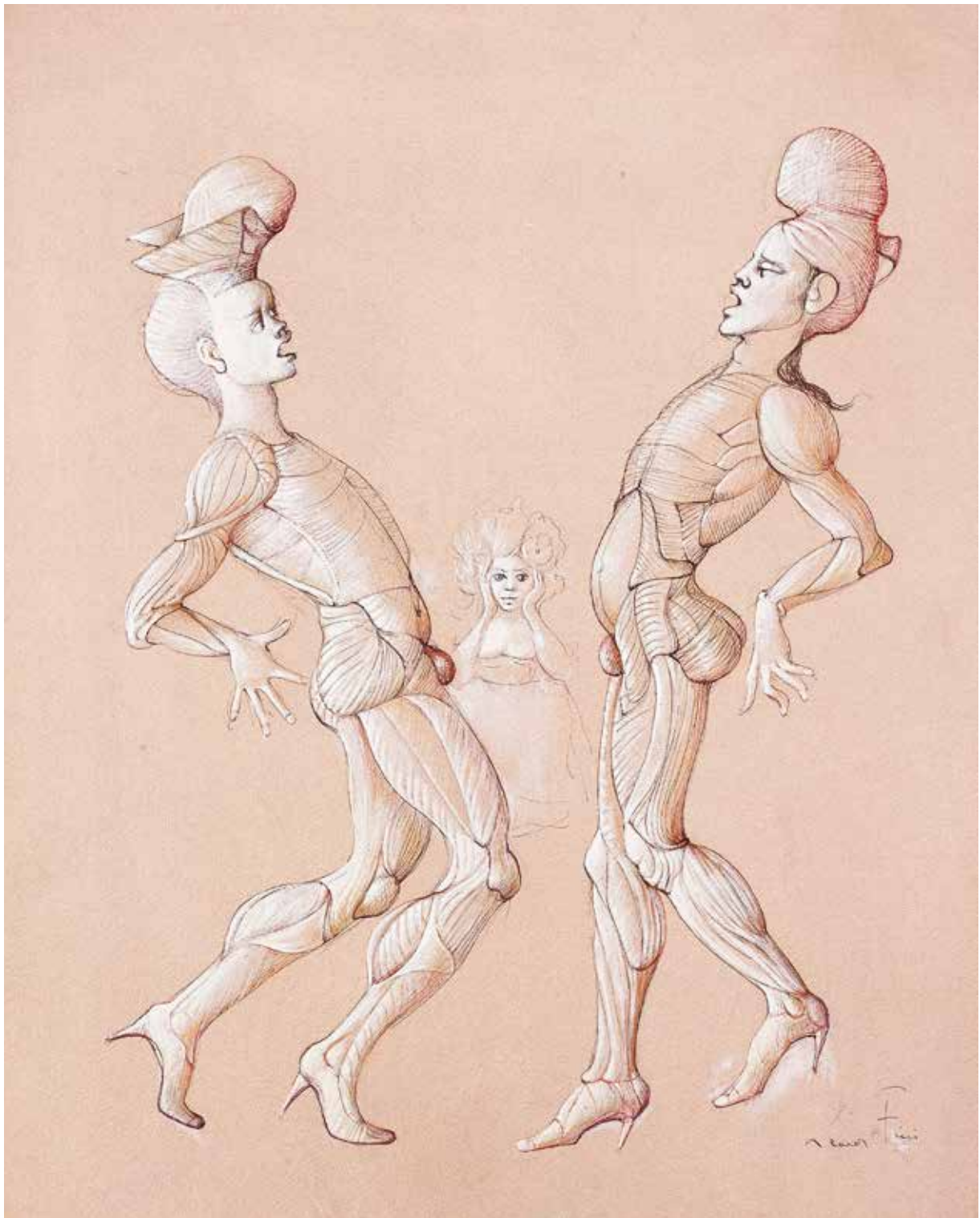
Anon. sale, Dobiaschofsky Auktionen AG, Bern, 10 May 2019, lot 722.

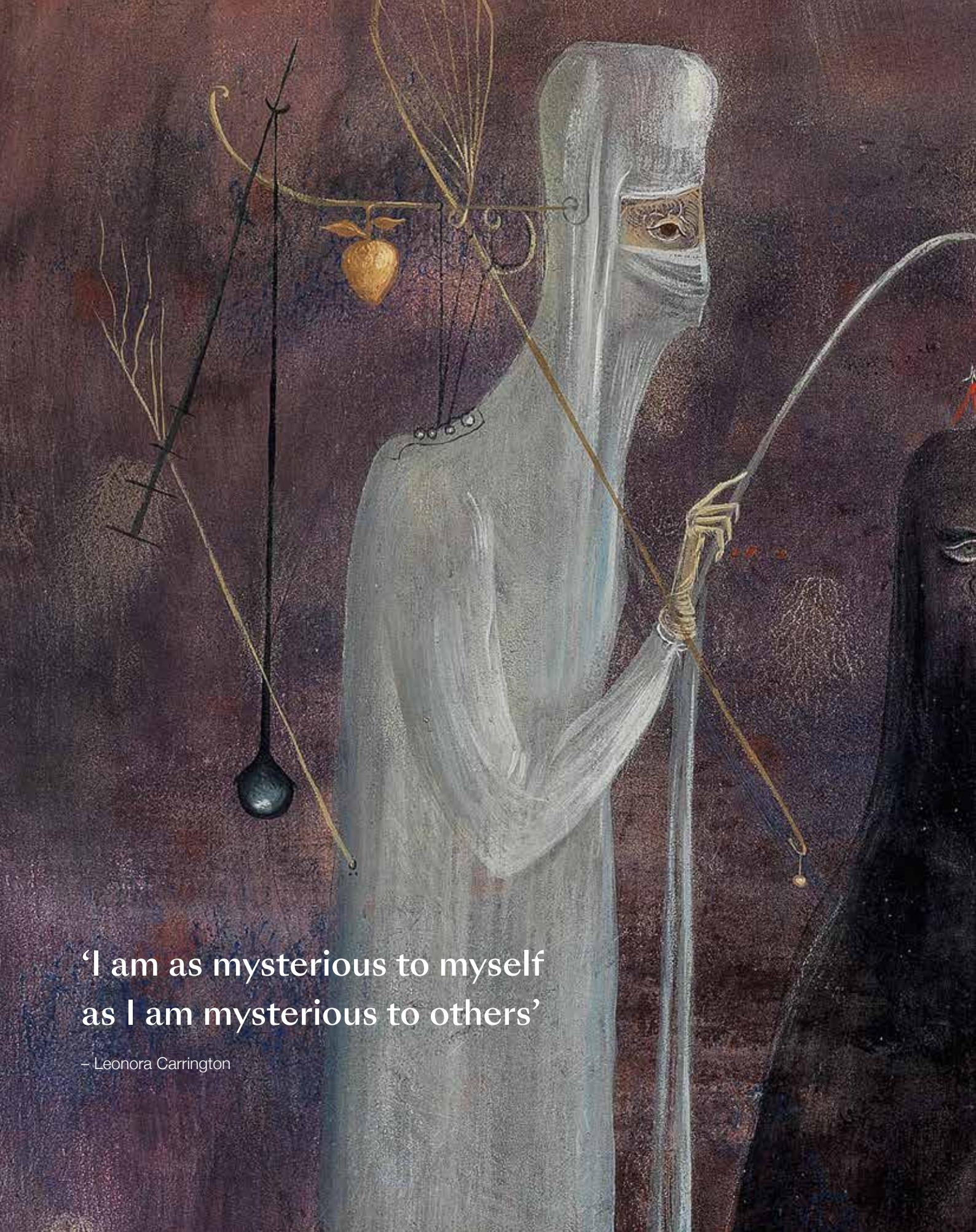
Private collection, Madrid (acquired at the above sale).

Literature

J-C. Dedieu, *Leonor Fini, Fruits de la passion, Trente-Deux Variations sur un Theme de Leonor Fini*, Paris, 1980 (illustrated p. 31).

The present work is an original illustration for a plate in the 1980 portfolio *Fruits de la passion* by Jean-Claude Dedieu, published in a limited number. It was Leonor Fini's final major portfolio published in book form and the thirty-two drawings within offered the viewer highly stylised choreographies that were greater in detail than earlier in her oeuvre. The scholar Peter Webb writes in *Sphinx, The Life and Art of Leonor Fini* that, 'the drawings in this album display an assured elegance in their examinations of sexual behaviour, even when the images are at their most violent'.





‘I am as mysterious to myself
as I am mysterious to others’

– Leonora Carrington

Property From an Important Private Collection

Lots 4 - 8



Property From an Important Private Collection

4 * AR

LEONOR FINI (1907-1996)

Sphinx Ariene

oil and gouache on paper laid on canvas

72 x 57cm (28 3/8 x 22 7/16in).

Painted in 1973

£35,000 - 55,000

€41,000 - 64,000

\$49,000 - 77,000

Provenance

Galerie Lambert Monet, Geneva.

Private collection, Luxembourg.

Anon. sale, Kunsthaus Lempertz, Cologne, 6 December 2008, lot 123.

Weinstein Gallery, San Francisco.

Private collection, US (acquired from the above on 7 November 2009).

Exhibited

New York, Heather James Fine Art, *The Female Gaze, Women*

Surrealists in the Americas and Europe, 8 May - 31 July 2019.

Literature

R. Overstreet & N. Zukerman, *Leonor Fini, Catalogue Raisonné of the Oil Paintings*, Zurich, 2021, no. 813 (illustrated p. 443).



Property From an Important Private Collection

5 * AR

LEONORA CARRINGTON (1917-2011)

Operation Wednesday

signed and dated 'Leonora Carrington March 1969' (lower left) and extensively inscribed (to the foreground); signed, inscribed and dated 'Operation Wednesday, Dr. Fernando Ortiz Monasterio., Leonora Carrington, March 1969.' (on the reverse)
oil and tempera on board
61.1 x 45.1cm (24 1/16 x 17 3/4in).
Painted in March 1969

£300,000 - 500,000

€350,000 - 580,000

\$420,000 - 700,000

The authenticity of this work has kindly been confirmed by Dr. Salomon Grimberg. This work will be included in the forthcoming Leonora Carrington *catalogue raisonné* of paintings, currently being prepared by Dr. Grimberg.

Please note that this work has been requested for an upcoming Leonora Carrington exhibition at the Arken Museum of Modern Art, Copenhagen, 17 September 2022 – 15 January 2023, later travelling to the Fundación MAPFRE, Madrid, 8 February – 14 May 2023.

Provenance

Dr. Fernando Ortiz Monasterio Collection, Mexico City (acquired directly from the artist).
Thence by descent from the above; their sale, Sotheby's, New York, 28 May 2013, lot 29.
Private collection, US (acquired at the above sale).

Exhibited

Dublin, Irish Museum of Modern Art, *Leonora Carrington, The Celtic Surrealist*, 18 September 2013 – 26 January 2014 (later travelled to San Francisco).
Liverpool, Tate, *Leonora Carrington, Transgressing Discipline*, 6 March – 31 May 2015.
San Francisco, Gallery Wendi Norris, *Threads of Memory, One Thousand Ways of Saying Goodbye*, 21 October – 15 November 2017.
Mexico City, Museo de Arte Moderno, *Leonora Carrington Magical Tales*, 21 April – 23 September 2018, no. 68 (later travelled to Monterrey).
New York, Gallery Wendi Norris, *Leonora Carrington, The Story of the Last Egg*, 23 May - 29 June 2019.



Leonora Carrington



Kati Horna (1912-2000), *Untitled*, featuring Leonora Carrington, 1962. (See lot 49).

The painting *Operation Wednesday* (1969) by Surrealist artist and writer Leonora Carrington (1917-2011), is a work that presents a wonderful fusion of Christian, Mayan, and esoteric symbolism. It also marks a critical decade in Carrington's career when her art increasingly took on a socio-political message, demonstrating a firm allegiance to her adopted homeland, Mexico, where she had lived since 1943.

The title is deceptively simple and its caption, written on the work in Spanish, reveals more: 'no olvides Tlatelolco.. les tres culturas,, no tenemos tumba... campo military número 1' (Don't forget Tlatelolco... the three cultures...we don't fear the grave... military camp number 1).'' These words make clear that Carrington's painting pays homage to the student movement or *Movimiento Estudiantil*, led by the students and staff of the Universidad Nacional Autónoma de México (UNAM), which began on July 22, 1968. She commemorates those killed and injured in the massacre in Plaza de las Tres Culturas (Plaza of the Three Cultures) in Mexico City on Wednesday October 2, 1968, and those rounded up, detained and tortured in Military Camp One.

On October 2, 1968, ten thousand students gathered in the Plaza in Tlatelolco to begin a peaceful protest march through the city only to find themselves surrounded by Federal troops, many in tanks, who

opened fire as night fell. They were protesting against the nation's one party government under Gustavo Díaz Ordaz and the lack of political freedom; he in turn was determined to quash months of student protests, especially in the lead up to the opening of the Olympic Games, scheduled for 12 October. Some 200-400 protestors, innocent bystanders, children (the precise number has never been firmly established) were killed, an estimated two thousand students rounded up, imprisoned, beaten and tortured. In her book documenting this massacre, Elena Poniatowska writes of October 2, 1968: 'There are many. They come down Melchor Ocampo, the Reforma, Juárez, Cinco de Mayo, laughing, students walking arm in arm in the demonstration [...] carefree boys and girls who do not know that tomorrow and the day after, their dead bodies will be lying swollen in the rain.'¹

Carrington's own sons, Gabriel and Pablo, were involved in the student protests and had been printing anti-government propaganda leaflets and posters on the mimeograph belonging to their father, the Hungarian photographer Emerico 'Chiki' Weisz (1911-2007), in their family home. Carrington asked Gabriel to introduce her to his student circle in the aftermath of the massacre and together they planned a silent protest by marching through the city centre, all dressed in black. However, soon she and her family were in danger of arrest too: one morning they received a phone call warning them that the writer Elena Garro had denounced Carrington and Gabriel to the police; they quickly arranged to leave the country, flying to New Orleans, where they stayed until Chiki advised them it was safe to return.²

In addition to commemorating the student protestors, Carrington's painting pays homage to those who supported and saved some of the wounded students, notably Dr Fernando Ortiz Monasterio (1923-2012), to whom the painting is dedicated. Monasterio's 'operation' was radically different to Díaz Ordaz's oppressive regime, of course. He is presented as a medical and humanitarian shaman. He dominates the composition in his tall slender form as the healer at a time of



Kati Horna (1912-2000), *Leonora Carrington and Chiki Weisz on their wedding day*, 1946.



Kati Horna (1912–2000), *Leonora Carrington at her easel*, 1956.



Leonora Carrington (1917-2011), *The Magical World of the Mayas*, 1964.

military terror, or an intermediary between a violent moment in history and a better future. Fernando Ortiz Monasterio was a surgeon and teacher who specialized in cranio-facial surgery, assisting many children born with facial abnormalities or suffering tumours. He worked for the Ministry of Health in Mexico and was affiliated with the Graduate Division of UNAM as well as the Hospital General Gea Gonzalez, in the Tlalpan district. Monasterio was known for his interest in music, literature, anthropology and sociology, and for his determination to understanding how and why so many Mexican children were born with cranial deformations.³

Carrington's choice of medium for this work also pays homage to the humanism and skill of the doctor. She uses egg tempera, a technique which involves an emulsion of pigment and a water soluble binder – here the binder is egg yolk. Whilst a difficult process, prone to dry flaking, tempera had great symbolic significance in bringing art and science, the feminine (symbolised by the egg) and the masculine (the technical skill), together. Tempera and temperament share a common Latin root - *temperare*, to mix - and both involve the binding of things whether humors and tempers or pigments. In being associated with the feminine, her choice of tempera technique also serves as a striking counterpoint to the mechanical violence of the massacre. Tempera speaks to an old, life-giving process through the alchemical symbolism of the egg and by extension may be read as a means to challenge an emphatically modern, masculinist, political regime. Tempera was a popular medium in Surrealist circles, especially for women painters,

and once Carrington moved to Mexico in 1943 it became a staple technique in her studio there. One friend described her studio as a 'narrow little room in old Mexico, the most dream-saturated place I know here'.⁴

Carrington's recourse to diverse cultural symbols ensures the viewer is intrigued by her use of dramatic colour and detail alike and searches out the stories behind them. We find English and Spanish text in the foreground, some of it in mirror writing; a palette dominated by bands of white and black - the doctor and his assistant are in white which symbolises light, and the androgynous patient they assist is dressed in a black cloak, the colour of which symbolises darkness and mourning. The colour red links further details, notably the patient's Cyclopean red eye and the dove's blood, which the small skeleton uses as ink. Here Carrington evokes traditional Christian symbolism as the skeleton traditionally denotes the inevitability of death, as in a *memento mori*. The diminutive size of the skeleton may also suggest children - those killed and wounded in the massacre, those assisted by the doctor, and the child who embodies the future of Mexico. The specificity of the historical moment is marked by the words of healing on the book the skeleton holds: 'WE HANGED / OUR HARPS / CARRIED / US'. Fittingly, the words refer to a communal lament and yearning for Jerusalem as well as a hatred for those that would destroy it - 'we wept, when we remembered Zion. We hanged our harps upon the willows in the midst thereof'.⁵ Carrington's reference to these words suggests that the time for music has gone, instruments have been put



Terracotta figure of bird-man seated on a throne, Mayan civilisation, 8th Century A.D., Palenque Site Museum, Mexico.

away, and only the sound of mourning remains. The foot of the black cloaked figure in her painting reinforces this message in drawing the viewer's eye to multiple white crosses, denoting victims, as well as the red script in backward, mirror writing, which reads 'Thou hearest not, and in the night season, am not silent, Oh, my God, I cry'.⁶

But all is not lost, even if faith is challenged, merriment suspended and a rebellion cruelly halted. Carrington brings a ray of hope into the scene: red links the all-seeing eye of the patient and the blood of the bird and the biblical words, while in alchemical terms, red denotes sulphur or the final stage in the alchemical process as a base metal like lead (black, *nigredo*) turns through silver (white, *albedo*) to gold (red, *rubedo*), connoting success or rebirth. Carrington frequently fused references to European occultism (Spiritualism, Tarot, Tibetan Buddhism) with Mexican tradition (shamanism, rituals involving peyote or love potions, and the Mayan creation myth as articulated in the sixteenth-century text *Popol Vuh*). She magnifies the import of the massacre at Tlatelolco and its commemoration through further details which draw on Mayan culture: the blue rose symbolising sacrifice, the blue butterfly symbolising the spirit of deceased warriors, and the golden apple symbolising immortality.

The ghostly figure of a hummingbird above the doctor further alludes to the Mayans, for whom the bird was sacred and had healing powers. Of course, while it is the doctor who heals, the work of Carrington's painting is also to 'heal' - to enlighten at a time of darkness and fear in

society and politics. We note the figure of a bizarre cat-like creature, likely a *famulus* or magical assistant, whose presence further denotes the magic that is afoot. He stands over a magical circle but he also serves to direct our eye to the white signature and date which marks the magical mistress who brings this composition together - 'Leonora Carrington, March 1969'.

Text by Dr. Alyce Mahon, University of Cambridge.

¹ Elena Poniatowska, *La Noche de Tlatelolco* (1971) trans. Helen R. Lance as *Massacre in Mexico*, University Missouri Press, 1991, p. 3.

² Gabriel Weisz Carrington, *The Invisible Painting: My Memoir of Leonora Carrington*, Manchester University Press, 2021, pp. 80-81.

³ A 2014 documentary titled *Beautiful Faces* gives a wonderful portrait of Dr Fernando Ortiz Monasterio and his passion for nature, science and the arts as well as his great humanitarian work. See <http://www.sidewaysfilm.com/beautiful-faces/>

⁴ Helen Byatt, Introduction to Leonora Carrington, *The Hearing Trumpet*, London, 1991, p. 2

⁵ Psalms 137:2

⁶ Psalms 22:2

Property From an Important Private Collection

6 *

DOROTHEA TANNING (1910-2012)

Untitled

indistinctly signed 'Dorothea Tanning' (lower right)

oil on canvas

14 x 17.8cm (5 1/2 x 7in).

Executed *circa* 1959

£8,000 - 12,000

€9,300 - 14,000

\$11,000 - 17,000

We are most grateful to The Dorothea Tanning Foundation for their assistance cataloguing this work.

Provenance

Julien Levy Collection, Connecticut (probably acquired from the Alexander Iolas Gallery, New York, on 9 March 1961).

Thence by descent; their sale, Tajan, Paris, 6 October 2004, lot 332.

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

Christie's, London, 5 February 2015, lot 466.

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

Exhibited

New York, Alexander Iolas Gallery, *Dorothea Tanning*, 23 February - 18 March 1961.



The present work on view during the Dorothea Tanning solo exhibition at the Alexander Iolas Gallery, New York, February – March 1961, fourth from right.



Property From an Important Private Collection

7 * AR

SALVADOR DALÍ (1904-1989)

Cinq personnages surréalistes: Femmes à tête de fleurs, femme à

tiroirs (évocation du jugement de Pâris)

signed and dated 'Gala Salvador Dalí 1937' (lower right)

gouache, brush, pen and ink on pink paper

49.5 x 63.8cm (19 1/2 x 25 1/8in).

Executed in 1937

£300,000 - 500,000

€350,000 - 580,000

\$420,000 - 700,000

The authenticity of this work has kindly been confirmed by Monsieur Nicolas Descharnes.

Provenance

Elsa Schiaparelli Collection, Paris (a gift from the artist).

Private collection (by descent from the above).

Private collection, London.

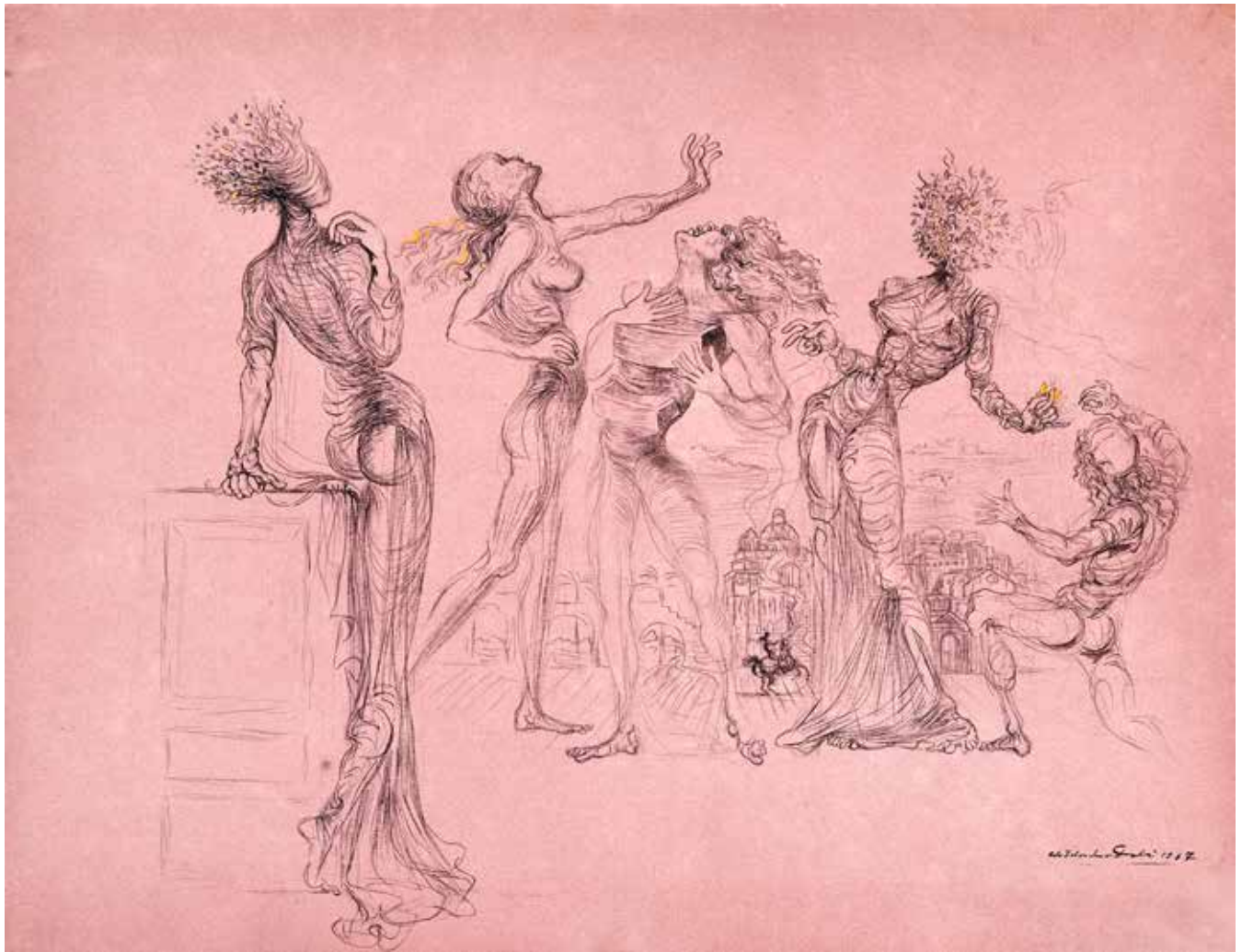
Private collection, US (acquired in 2015).

Exhibited

Knokke le Zoute, Casino communal, *IX festival Belge d'été – Salvador Dalí*, 1 July - 10 September 1956, no. 73.

Oregon, Jordan Schnitzer Museum of Art, *Masterworks on Loan*, 2015.

New York, Leila Heller Gallery, *Exilic Pleasures, Surrealism Refuged in America*, 27 April - 17 June 2017.



Cinq personnages surréalistes: Femmes à tête de fleurs, femme à tiroirs (évocation du jugement de Pâris)

Salvador Dalí

‘Here new morphological phenomena occurred; here the essence of things was to become; transubstantiated; here the tongues of fire of the Holy Ghost of Dalí were going to descend’

- Salvador Dalí describing Elsa Schiaparelli's opening of her fashion boutique on the Place Vendôme, Paris, in 1935



Elsa Schiaparelli and Salvador Dalí, c. 1949.

A triumph of Surrealist draughtsmanship, Salvador Dalí's *Cinq personnages surréalistes: Femmes à tête de fleurs, femme à tiroirs (évocation du jugement de Pâris)* stands as an ode to fashion, friendship and the creative spirit of collaboration. Executed in 1937 as a gift to Dalí's close friend and Surrealist comrade, the fashion designer Elsa Schiaparelli, the present work exemplifies the creative frenzy of 1930s Paris, with this remarkable duo at its epicentre. Sharing lifelong preoccupations with metamorphosis and the transformation of the female figure, Dalí and Schiaparelli together launched the very experiments in art and fashion that would redefine the intertwined worlds of Surrealism and *couture*.

A daring and eccentric *couturière* who pioneered the fashion show as an artistic and theatrical event, Schiaparelli was a key figure within the Parisian avant-garde, working with such artists as Man Ray, Jean Cocteau and Meret Oppenheim. Known for her visual humour and flamboyance, Schiaparelli used shocking pink and magenta as her signature hues – and requested that Dalí use pink paper for this very work. Waxing lyrical about her eccentricities, Yves Saint Laurent wrote: ‘She slapped Paris. She smacked it. She tortured it. She bewitched it. And it fell madly in love with her’ (Yves Saint Laurent, ‘Forward’ in P. White, *Elsa Schiaparelli: Empress of Paris Fashion*, New York, 1986, pp. 11–12).

Schiaparelli's collaborations with Dalí were her most synergistic, resulting in some of the most significant creations of the Surrealist movement. The two were responsible for the momentous *Lobster Dress* (1937) worn by Wallis Simpson before her wedding to the Duke of Windsor, as well as the sinister *Skeleton Dress* (1938), upon which cotton wadding and quilted black silk gave the appearance of willowy bones. In the present work, Dalí incorporates the imagery of Schiaparelli's macabre creations to subvert traditional depictions of women's bodies and attire. His nymphal beings are swathed in the sinuous, cascading drapery used by Old Masters such as Botticelli to reveal and accentuate the female form. By grouping these figures within dramatic tableaux, harmonised with tilted heads and dynamic gestures, Dalí alludes to masterpieces such as Botticelli's *Primavera* (c. 1482). However, Dalí's figures display more garish, supercilious poses, invoking the stereotypical affectations of fashion models.

Characteristic of Dalí's tendency toward grotesque distortion, the costumes of his figures merge with their hanging skin, taut sinews and elongated muscles. This fusion of morbidity and ostentation would appear again shortly after the creation of the present work, in Dalí and Schiaparelli's famous *Tears Dress* (1938). Part of Schiaparelli's riotous ‘Circus Collection’, the garment is printed with *trompe l'oeil* pink and magenta tears, giving the appearance of lacerated flesh peeling directly off the fabric. Incorporating Dalí's *nécrophilique* fantasy of a corpse emerging back to life with its skin torn off, the *Tears Dress* was also



Sandro Botticelli (1445–1510), *Primavera*, c. 1482, Galleria Degli Uffizi, Italy.

inspired by the central female figure in Dalí's *Three Young Surrealist Women Holding in their Arms the Skins of an Orchestra* (1936).

The two flower-headed figures are also recurring characters within Dalí's oeuvre, appearing repeatedly in works such as *Three Young Surrealist Women*. The left-hand figure leans nonchalantly on what appears to be a stage door, turning toward the central group of players, inviting the audience to view their outlandish *mise-en-scène*. Just as this doorway leads onto a figurative stage, so too does it lead into the fantastical penetralia of Dalí's imagination. The orthogonal lines beneath the figures anchor their anguished poses, generating at once a wooden stage floor and the sublime, attenuated environment so characteristic of Dalí's Surrealist compositions.

This confluence of the dreamlike and the hyperreal is a hallmark of the 'paranoiac-critical' method Dalí was then championing, which involved obtaining artistic imagery from states of self-induced delirium. As Dawn Ades writes, Dalí's aim was 'to give form to the formless and invisible, to dreams, reveries, delusions, desires and fears... His desire to give substance to the phantoms destined always to remain virtual led to one of the most sustained investigations into the relationship between vision, perception and representation of the century' (D. Ades, *Dalí's Optical Illusions*, exh. cat., Washington, D.C. & Edinburgh, 2000, p. 10).



Salvador Dalí (1904–1989), *Three Young Surrealist Women Holding in their Arms the Skins of an Orchestra*, 1936, Salvador Dalí Museum, US.



Salvador Dalí presenting his *Venus de Milo with Drawers* at an exhibition in Tokyo, 9 May 1964.



Salvador Dalí and Sheila Legge's performance piece from the opening of the London International Surrealist Exhibition, 1936.

Dalí indeed brought a flower-headed figure to life in a performance piece staged for the opening of the International Surrealist Exhibition in London in 1936. In it, the artist Sheila Legge posed in Trafalgar Square, her face entirely hidden by a mask of roses. The costume may well have been inspired by Schiaparelli herself. In her 1954 memoir, *Shocking Life*, Schiaparelli recalls thinking herself unprepossessing as a young girl, and wanting to plant flower seeds in her mouth, nose and ears in order to hide her face. The present work appears as an iteration of the Trafalgar Square performance, with its backdrop of Neoclassical architecture resembling that of central London. These elegant domes and colonnades also imbue the scene with the quality of an arcadian vision. Indeed, Dalí often peopled his Surrealist compositions with characters and myths of the classical world. With their botanical and anthropomorphic hybridity, Dalí's flower-headed nymphs appear to be midway through a transformation – an effect crystallised by the yellow butterfly held gingerly in one of their fingers. The effect is strikingly similar to Botticelli's inclusion of the nymph Chloris in *Primavera*, midway through her metamorphosis into the goddess Flora at the touch of Zephyrus.

Drawn in a rapid style, the present work's resemblance to a fashion designer's off-the-cuff sketches seems wholly purposeful. Indeed, the exaggerated, squared shoulders and triangular torsos of Dalí's figures embody the starkly angular forms of Schiaparelli's silhouettes. Dalí's surreal *personnages* appear to have been carved from wood, as the central figure produces drawers from within folds of silken skin. Aside from an amusing pun on 'chest of drawers', this alludes to the various outlandish Dalí-Schiaparelli inventions that inhabited the Place Vendôme boutique. These included a pink stuffed teddy bear with drawers in his stomach, as well as suits with drawer-like pockets

adorned with plastic handles. Included in contemporaneous works such as *The Anthropomorphic Cabinet* (1936) and *Venus de Milo with Drawers* (1936), the figure with a chest of drawers also alludes to the psychic realms of Dalí's inner world. As William Jeffet explains: 'the drawers suggest the obscure recesses of the human mind, in the sense of Freud's conception of the unconscious' (W. Jeffet, *Dalí: The Centenary Restrospective*, exh. cat., Venice, 2004, p. 258).

It is no surprise that Dalí and Schiaparelli would become such close collaborators, given the alignment of their paradoxical *modus operandi* – combining the macabre with the minimal, the garish with the glamorous, the playful with the precise. Schiaparelli considered herself a sculptor, who could transform a woman's persona by concealing one facet in order to reveal another: 'Dress designing, incidentally, is to me not a profession but an art... A dress has no life of its own unless it is worn, and as soon as this happens another personality takes over from you and animates it, or tries to, glorifies or destroys it, or makes it into a song of beauty. More often it becomes an indifferent object, or even a pitiful caricature of what you wanted it to be – a dream, an expression' (E. Schiaparelli, *Shocking Life*, London, 1954, p. 46).

Property From an Important Private Collection

8 * AR

ALICE RAHON (1917-1987)

Mil cumbres

signed 'Alice Rahon' and indistinctly dated '1949' (lower right); signed, inscribed and dated 'Alice Rahon Mexico 1949, Mil cumbres, Mille sommets' (on the stretcher)

oil on canvas

81.4 x 61.2cm (32 1/16 x 24 1/8in).

Painted in Mexico in 1949

£25,000 - 35,000

€29,000 - 41,000

\$35,000 - 49,000

We are most grateful to Dr. Salomon Grimberg for his assistance cataloguing this work.

We are most grateful to Ms. Tere Arcq for her assistance cataloguing this work.

Provenance

Galerie Julianne Larsson, Beirut.

Emile Musallem Collection, Beirut (acquired from the above in 1962).

Private collection, London.

Anon. sale, Christie's, New York, 19 - 20 November 2013, lot 128.

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

Exhibited

Mexico City, Galería de Arte Mexicano, 1951.

Los Angeles, Paul Kantor Gallery, 1953.

Paris, Galerie La Cour d'Ingres, *Alice Rahon*, 16 June – 10 July 1955, no. 4.

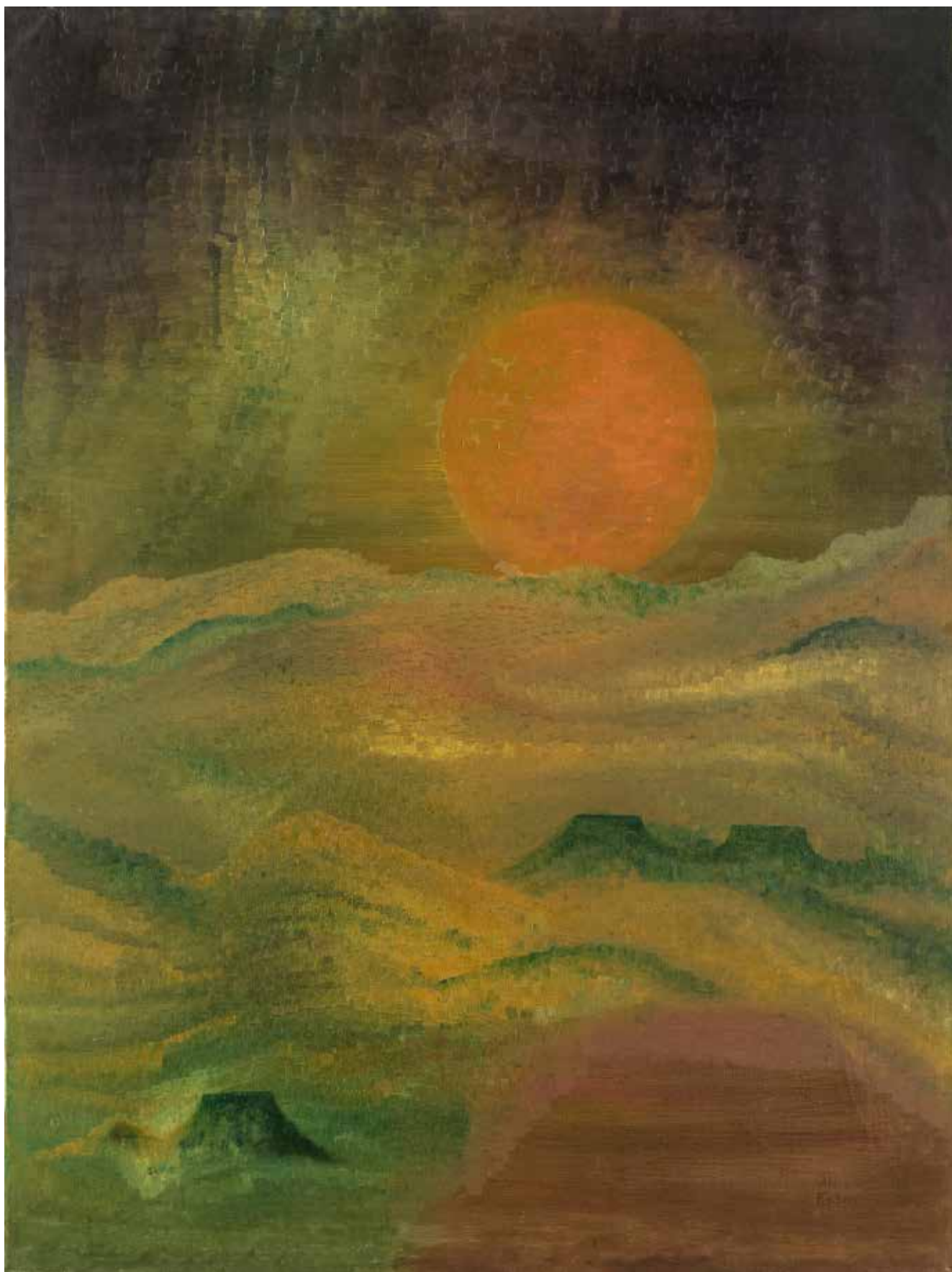
Beirut, Galerie Julianne Larsson, October 1962.

Literature

J. Palomino, 'Alice Rahon, Pintora en el País de las Maravillas', in *Excelsior*, 3 July 1949.

L-P. Favre, 'Alice Rahon', in an unidentified newspaper article on the exhibition at Galerie La Cour d'Ingres, *circa* June – July 1955.

G.C., 'Quand Alice Rahon fait la conquête des amateurs d'art libanais', in *Les Lettres et les Arts*, 26 October 1962.



PROPERTY FROM A PRIVATE ITALIAN COLLECTION

9 * AR

ALICE RAHON (1917-1987)

El raton

signed and indistinctly inscribed 'à Maria, pour sa fête de bon anniversaire, ∞ Alice. Alice Rahon' (lower right); signed, inscribed and dated 'La Souris, El raton, Alice Rahon Paalen, Mexico, 45' (on the stretcher)

oil and sand on canvas

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

Painted in Mexico in 1945

£18,000 - 25,000

€21,000 - 29,000

\$25,000 - 35,000

We are most grateful to Dr. Salomon Grimberg for his assistance cataloguing this work.

We are most grateful to Ms. Tere Arcq for her assistance cataloguing this work.

Provenance

Maria Petrucci Collection, New York/Milan (a gift from the artist *circa* 1951–1952).

Private collection, Italy.

Thence by descent to the present owner.

Exhibited

New York, Nierendorf Gallery, *Alice Rahon Paalen*, 18 November – 7 December 1946, no. 12.

Hollywood, American Contemporary Gallery, 1949.

Guadalajara, Galería Arqitac, 1951.



PROPERTY FROM A PRIVATE NEW YORK COLLECTION

10 * AR

LEONOR FINI (1907-1996)

La Leçon d'acupuncture, dit aussi Le Traitement (Les Leçons)

signed 'Leonor Fini' (lower right)

oil on canvas

100 x 100cm (39 3/8 x 39 3/8in).

Painted in 1972

£60,000 - 80,000

€70,000 - 93,000

\$84,000 - 110,000

Provenance

Galerie Lambert Monet, Geneva.

Chalet Saqqarah, Gstaad.

Private collection, US (acquired from the above *circa* 1970s).

Literature

X. Gauthier, *Leonor Fini*, Paris, 1973.

L. Fini, *Le Livre de Leonor Fini*, Lausanne & Paris, 1975.

Leonor Fini, *Das große Bilderbuch*, Munich, 1975.

M. Gagnebin, *Fascination de la laideur*, Lausanne, 1978 (p. 251).

C. Jelenski, *Leonor Fini, découverte et masquée*, Paris, 1978.

J. Audiberti (et al.), *Leonor Fini*, Paris, 1981.

P. Borgue, *Leonor Fini ou le Théâtre de l'imaginaire*, Paris, 1983.

K. Ogata, *A New Species which Violates Boundaries, Leonor Fini*, Tokyo, 2006 (p. 197).

P. Webb, *Leonor Fini, Métamorphoses d'un art*, Paris, 2007.

P. Webb, *Sphinx, The Life and Art of Leonor Fini*, New York, 2009.

R. Overstreet & N. Zukerman, *Leonor Fini, Catalogue Raisonné of the Oil Paintings*, Zurich, 2021, no. 792 (illustrated p. 439).



A Life with Leonor Fini

For over half a century, Carol Curci amassed a one-of-a-kind collection of works by Leonor Fini, including oils, works on paper, prints, books and archival material. With her keen eye, passion and dedication, Curci's lifework can be regarded as one of today's most sought-after private collections of works by one single artist.

Curci acquired her first Fini in the autumn of 1965 from Gertrude and Jerry Brewster, who ran a small gallery near Mills College in New York where she attended school. Immediately captivated, Curci travelled to Paris in order to discover more about the world of Leonor Fini. It led her to Fini's dealer Galerie Altmann Carpentier, which was closed for the duration of Curci's stay. Instead, she wrote directly to Jacques Carpentier and the two agreed to meet in New York later that year. A friendship was born, followed by a business arrangement as Curci was offered the opportunity to sell Fini's work in the US.

After some time Curci asked Carpentier if she could meet Fini, to which he responded that 'everything was possible'. It was not until 1977 when the two met for the first time at the artist's studio on the rue de la Vrillière. Inspired by this event, Curci took a sabbatical year and moved to Paris. She mingled with Kot Jelenski, Stanislas Lepri, Richard Overstreet and others from Fini's inner circle. Curci frequently returned to France and maintained their friendship through letters during their time apart until Fini's death in 1996. To this day, Curci has continued to promote Fini's work in the US alongside Neil Zukerman, who (together with Richard Overstreet) published the first Leonor Fini *catalogue raisonné* earlier this year.



Leonor Fini (left) and Carol Curci (right) at the rue de la Vrillière, Paris, 1977.

11 * AR

LEONOR FINI (1907-1996)

Autoportrait

signed 'Leonor Fini' (lower right)

oil on paper laid on canvas

27 x 25cm (10 5/8 x 9 13/16in).

Executed circa 1970

£4,000 - 6,000

€4,600 - 7,000

\$5,600 - 8,400

Provenance

Galerie Carpentier, Paris (acquired directly from the artist).

Acquired from the above by the present owner in 1981.

Exhibited

Trieste, Museo Revoltella, *Leonor Fini, L'Italienne de Paris*, 4 July – 27 September 2009.

New York, CFM Gallery, *Leonor Fini, Paintings, 1931-1987*, 25 March – 24 April 2010.

Literature

R. Overstreet & N. Zukerman, *Leonor Fini, Catalogue Raisonné of the Oil Paintings*, Zurich, 2021, no. 776 (illustrated p. 434).



Property From The Carol Curci Collection

12 * AR

LEONOR FINI (1907-1996)

Portraits de famille (Pale Sphinx: Winter)

signed 'Leonor Fini' (lower right)

decalcomania, watercolour, wash and pen and India ink on paper

32.3 x 25.6cm (12 11/16 x 10 1/16in).

Executed in 1949-1950

£3,000 - 5,000

€3,500 - 5,800

\$4,200 - 7,000

The authenticity of this work has kindly been confirmed by Mr. Richard Overstreet.

Provenance

Edward James Collection; his sale, Christie's, New York, 6 October 1988, lot 43.

Acquired at the above sale by the present owner.

Literature

M. Brion, *Léonor Fini et son œuvre*, Paris, 1955 (illustrated).

C. Jelenski, *Leonor Fini*, Milan, 1963 (illustrated).

R. Overstreet & N. Zukerman, *Leonor Fini, Catalogue Raisonné of the Oil Paintings*, Zurich, 2021 (illustrated p. 72).

Portraits de famille (Pale Sphinx: Winter) belonged to one of Surrealism's most revered private collectors, Edward James. Born to a wealthy family, James used his inheritance to support the arts and literature, and is famously known for his patronage to Salvador Dalí and René Magritte. He met Leonor Fini in 1936 at a gathering hosted by Dalí, which was later followed by a visit from Fini to his West Dean estate in Sussex in 1948. The present work is part of a series of four works (Winter, Spring, Summer and Autumn) which Fini designed for her illustrated book *Portraits de famille* in 1950. James most likely acquired the group directly from the artist, and the works remained in the West Dean collection up until his death in 1984. The group eventually split up when they were offered at James' estate sale in 1988, where *Pale Sphinx* was acquired by the present owner.



Property From The Carol Curci Collection

13 * AR

LEONOR FINI (1907-1996)

Squelette de mariée

signed 'Leonor Fini' (lower right)

gouache, pen and India ink and pencil on paper

50.2 x 32.8cm (19 3/4 x 12 15/16in).

£2,000 - 3,000

€2,300 - 3,500

\$2,800 - 4,200

The authenticity of this work has kindly been confirmed by Mr. Richard Overstreet.

Provenance

Art Cadre, Paris.

Acquired from the above by the present owner *circa* 1985.



PROPERTY FROM THE COLLECTION OF DAVID RAYMOND

14 * AR

MAX ERNST (1891-1976)

Untitled

pencil and frottage on *VVV* headed paper

26.7 x 18.3cm (10 1/2 x 7 3/16in).

Executed in 1942

£4,000 - 6,000

€4,600 - 7,000

\$5,600 - 8,400

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

Provenance

Private collection, North Carolina (acquired in Paris *circa* 2001).

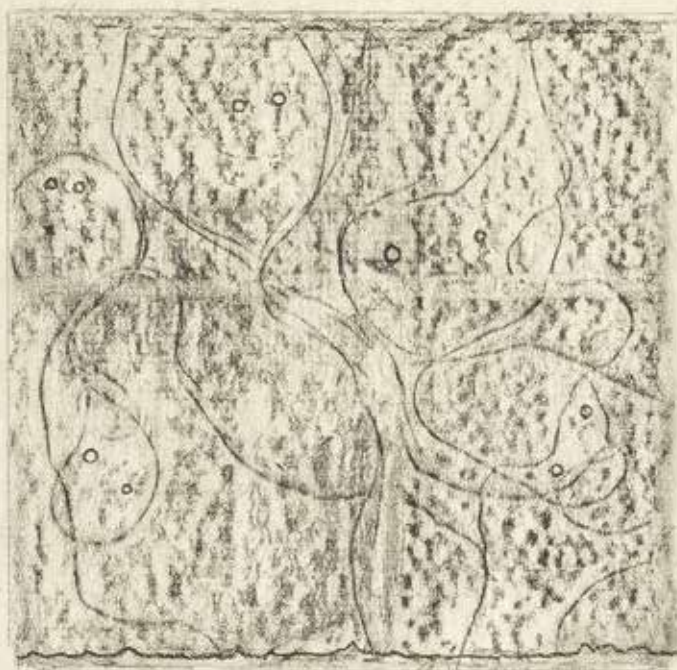
The present work's *VVV* headed paper places it at the heart of the USA's avant-garde movement during the Second World War, a time of great displacement for many of Europe's artists. The magazine was devoted to the dissemination of Surrealist theory in America from 1942 – 1943 and offered Americans, particularly the change hungry New York youth with a keen eye for international art, a surreal perspective and outtake on American culture.

Published by David Hare, a young American sculptor, *VVV* was produced under the guidance of three pivotal figures in Surrealist and conceptual art at the time, André Breton, Marcel Duchamp and Max Ernst. The publication featured illustrations by the most recognizable Surrealist artists of the day, such as Giorgio de Chirico and Yves Tanguy, along with Ernst and Breton themselves; its presentation was as experimental as it was radical for the time.

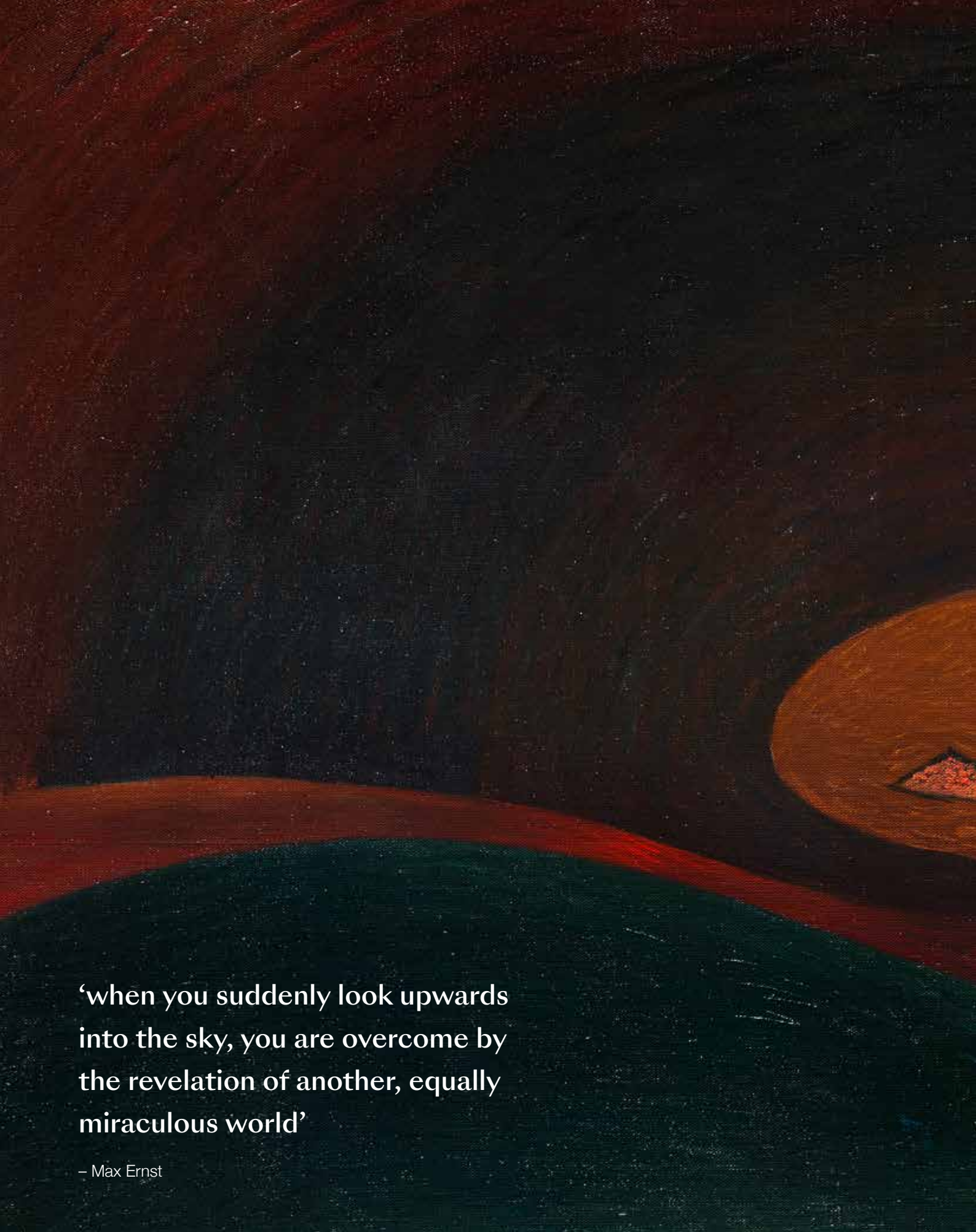
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A MAGAZINE OF ART & DISCOVERY

To create and to change to become



Room 3305 • 10 East 40th Street, N.Y.C.

An abstract painting by Max Ernst. The composition is dominated by dark, textured areas in deep red, black, and dark green. A large, curved, reddish-brown shape sweeps across the lower half of the image. In the bottom right corner, there is a circular, golden-brown form with a small, triangular, reddish-pink detail inside it. The overall texture is grainy and layered, characteristic of Ernst's collage and painting techniques.

‘when you suddenly look upwards
into the sky, you are overcome by
the revelation of another, equally
miraculous world’

– Max Ernst

*Property From The Collection of
The Late Dorothea Tanning*

Lots 15 - 19



max 1000 51



Bob Towers, Max Ernst and Dorothea Tanning playing chess, c. 1951.

Property From The Collection of The Late Dorothea Tanning

This collection tells the story of Max Ernst and Dorothea Tanning. The two met each other for the first time at one of Julien Levy's 'dazzling' gatherings on an afternoon in May of 1942. However, Ernst would not enter Tanning's world permanently until he visited her studio later that year. He came to select an artwork for Peggy Guggenheim's upcoming exhibition which was called *31 Women*. After a game of chess, another one followed, and another one, until a week had gone by and Ernst moved in: 'There was no discussion. It was as if he had found a house. Yes, I think I was his house. He lived in me, he decorated me, he watched over me' (D. Tanning, *Between Lives, An Artist and Her World*, New York, 2001, p. 64).

Before then, Tanning first encountered Surrealism in 1936 at the ground-breaking exhibition *Fantastic Art, Dada and Surrealism* at the MoMA. It had a profound impact on her as she later recalled that she could 'go ahead and do what I've always been doing' (Dorothea Tanning quoted in *The Guardian*, 15 August 2004, online article). This event led her to undertake a crusade to Paris in 1939. However, soon thereafter, the outbreak of the war in Europe would bring Surrealism to New York, and with that came Max Ernst as one of the émigré artists who fled to America in the early 1940s.

The couple married in 1946 in a double ceremony with Man Ray and Julie Browner, and embarked on adventures together until Ernst's death in 1976. Ernst propelled Tanning into the world of the Surrealism, although 'they never talked art' when they were together. In fact, as a couple they were sometimes larger than life. Looking back, Tanning wrote in her memoir: 'And even though it may be in the middle of the

night we lean, Max and I, over our shared past, so recent, so green, and, yes, so simply a prologue; peering with a kind of careful wonder at our first days, first events, first people, our brash leaps, miraculous escapes. We examine the long chain and all its details like the wonderful spine of some perfectly meshed skeleton, an extinct species never to be seen again' (D. Tanning, *Between Lives, An Artist and Her World*, New York, 2001, p. 57).

Each work from the present collection represents a different time in their life together. *Comète* was painted during the couple's last years in Arizona, before they returned to France, whilst the sculptures from the early 60s, *Apaisement* and *Tourangelle* (the latter originally conceived as a trophy for the Film Festival in Tours), strongly resonate with Ernst's interest in totemic sculpture and non-European art which he discovered upon his arrival in the US. After Ernst's death Tanning returned to New York, and always kept *La Tourangelle* in her apartment. In the 1960s Ernst took up collage again. Seillans, where the couple had a summer dwelling, remained a gathering place for many of the old émigré circle such as Marcel and Teeny Duchamp. Here Ernst executed *L'Œil du peintre* and *De la terre à la lune*, which were created for a solo exhibition at the gallery of Alphonse and Pierre Chave, who were good friends of the couple. They organised several shows of Ernst's work during the summer of 1966. The present works have remained in Dorothea Tanning's personal collection since Ernst's death. They have never been seen on the market, and most of them have not been exhibited to the public for decades.



Florence Homolka (1911-1962), *Dorothea Tanning, Max Ernst, Man Ray and Juliet Browner*, 1946.



From left to right: Patrick Waldberg, Groucho the dog, Dorothea Tanning, Max Ernst, Teeny Duchamp, Line Waldberg, Marcel Duchamp and Martha Springer in Seillans, France, 1966.

Property From The Collection of The Late Dorothea Tanning

15 * AR

MAX ERNST (1891-1976)

De la terre à la lune

signed and dated 'Max Ernst 66' (lower right) and inscribed 'De la terre à la lune' (lower left)

collage on paper

78.7 x 57.1cm (31 x 22 1/2in).

Executed in 1966

£35,000 - 55,000

€41,000 - 64,000

\$49,000 - 77,000

Provenance

Max Ernst Collection.

Dorothea Tanning Collection, US (by descent from the above).

Thence by descent to the present owner.

Exhibited

Vence, Galerie Alphonse Chave, *Max Ernst, Peintures, Collages, récents*, 13 September – 15 November 1966, no. 16 (illustrated).

Literature

W. Spies, S. & G. Metken & J. Pech, *Max Ernst Œuvre-Katalog*, Vol. VII, *Werke 1964-1969*, Cologne, 2007, no. 4190 (illustrated p. 175).



Dr. la Torre & la Torre

Henry B. Burt 66

Property From The Collection of The Late Dorothea Tanning

16 * AR

MAX ERNST (1891-1976)

L'Œil du peintre

signed and dated 'Max Ernst, 1966' (lower right) and inscribed 'L'œil
du peintre' (lower left)

oil and collage on paper

78.1 x 57.2cm (30 3/4 x 22 1/2in).

Executed in 1965-1966

£50,000 - 70,000

€58,000 - 81,000

\$70,000 - 98,000

Provenance

Max Ernst Collection.

Dorothea Tanning Collection, US (by descent from the above).

Thence by descent to the present owner.

Exhibited

Vence, Galerie Alphonse Chave, *Max Ernst, Peintures, Collages, récents*, 13 September – 15 November 1966, no. 18 (illustrated).

Literature

W. Spies, S. & G. Metken & J. Pech, *Max Ernst Œuvre-Katalog*, Vol. VII, *Werke 1964-1969*, Cologne, 2007, no. 4042 (illustrated p. 101; dated 1965).



Property From The Collection of The Late Dorothea Tanning

17 * AR

MAX ERNST (1891-1976)

Comète

signed and dated 'Max Ernst 51' (lower right); signed, inscribed and dated 'Comète, 1951, Ernst' (on the reverse)

oil on canvas

61.2 x 101.5cm (24 1/8 x 39 15/16in).

Painted in 1951

£120,000 - 180,000

€140,000 - 210,000

\$170,000 - 250,000

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

Provenance

Max Ernst Collection.

Dorothea Tanning Collection, US (by descent from the above).

Thence by descent to the present owner.

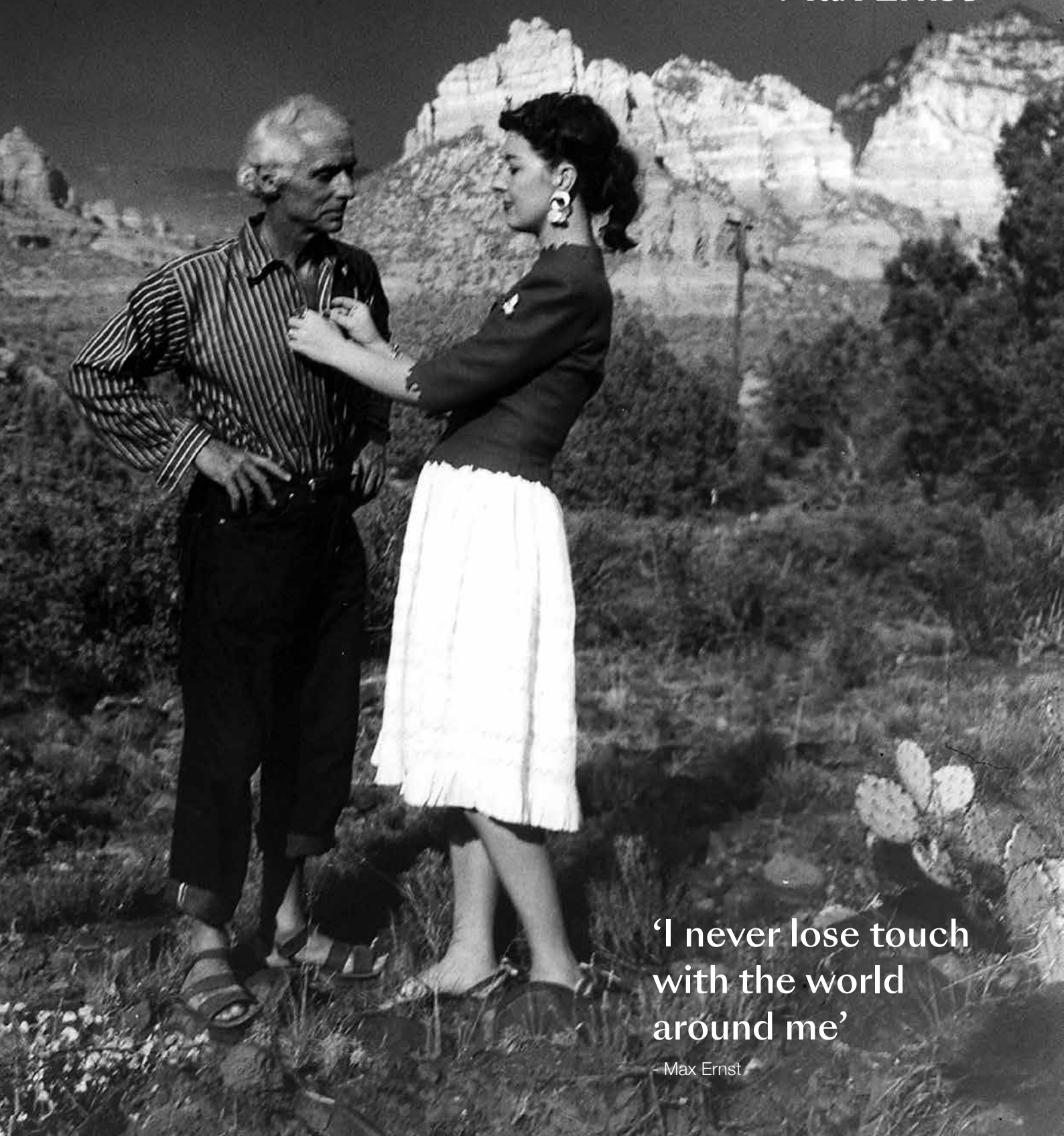
Literature

W. Spies, S. & G. Metken, *Max Ernst Œuvre-Katalog*, Vol. V, *Werke 1939-1953*, Cologne, 1987, no. 2884 (illustrated p. 298; with incorrect cataloguing).



Comète

Max Ernst



‘I never lose touch
with the world
around me’

- Max Ernst

The present work *Comète* refers to Ernst's interest in astrology, which can be traced back through his early oeuvre. Imagery of the cosmos with the earth, sun, moon and the sky can be seen in examples as early as 1909, such as *Landschaft mit Sonne*. Ever since the subject has remained important throughout his career. 'When you walk through the woods keeping your eyes fixed on the ground, you will doubtless discover many wonderful, miraculous things. But when you suddenly look upwards into the sky, you are overcome by the revelation of another, equally miraculous world. Over the past century the significance of suns, moons, constellations, nebulae, galaxies and all of outer space beyond the terrestrial zone has increasingly entered human consciousness, as it has taken root in my own work and will very probably remain there' (Max Ernst quoted in W. Spies (ed.), *Max Ernst: A Retrospective*, Munich, 1991 p. 10).

Comète was painted in 1951 during Ernst's last years living in exile. Ernst fled to America in 1941 to escape a second arrest by the Gestapo and settled in New York with other European émigré artists such as André Breton, Amadée Ozenfant, Yves Tanguy and Fernand Léger. After a short marriage to Peggy Guggenheim, he met Dorothea Tanning with whom he would stay for the rest of his life. After a few years the couple decided to escape New York and settled in the desert of Arizona in 1945. Ernst's new surroundings were transformative for his art as the starry nights in the Sedona desert took him to otherworldly imagery.

During the interbellum years Ernst's fantastical pictures had mainly focused on images of brutality and destruction. His visual lexicon propagated a degree of ominousness and discomfort that can be seen in the work *Orobos* from 1942, where the viewer is presented with a daunting landscape in decay. However, after the Second World War, the artistic landscape had changed. On a visit to Paris in 1950 Ernst noticed that everyone was focused on post-war American art: 'I came back to France at a time when...the *terribles simplificateurs* were busy praising only abstract art and condemning Surrealist art, especially if it was at all figurative, as too literary, so that it appeared to be irretrievably discredited' (Max Ernst quoted in W. Spies (ed.), *Max Ernst Retrospective*, exh. cat., Ostfildern, 2013, p. 279). Ernst's outlook changed and he began to adopt theories from American artists who had a more formal approach to painting.



Max Ernst (1891-1976), *Orobos*, 1942, Private collection.



Hermann Landshoff (1905-1986), *Peggy Guggenheim with artists in exile at her New York City apartment*, c. 1942. Left to right, bottom row: Stanley William Hayter, Leonora Carrington, Frederick Kiesler, Kurt Seligmann. Middle row: Max Ernst, Amédée Ozenfant, André Breton, Fernand Léger, Berenice Abbott. Top row: Jimmy Ernst, Peggy Guggenheim, John Ferren, Marcel Duchamp, Piet Mondrian.

In the present work Ernst embraced abstraction to a certain degree, by treating the canvas as a flat surface onto which he created a playful, almost childlike, image of the cosmos. Ernst flattened the image by constructing the composition through fluid colour arrangements. The glowing sphere of the comet dominates the centre and appears to have facial features, each element composed of small dabs of paint which are enhanced with black outlines. The swirling atmosphere is moving in a counter-clockwise direction, starting with swift brush strokes executed in dark blue and burgundy tones around the comet. The flowing strokes gradually move outwards and change into divisionist touches of fiery red, hot orange and green which echo the speed of light. The foreground is executed in a symphony of dark blue and green hues, that stand in stark contrast to the brightly coloured whirling cosmos, like the sun and the moon.

Ernst's choice of bright colours in *Comète* is not a coincidence as his palette changed during the post-war years. Muted greys, greens and blues were substituted by more vibrant and uplifting hues, resembling the mesmerising colours of the Sedonian landscape. His new surroundings not only allowed Ernst to reconsider his colour scheme, but he also felt a new sense of optimism to return home during this period. Just the year before *Comète* was executed, Ernst visited France for the first time since 1941 and was able to witness Europe's recovery with his own eyes. It was not until 1953 when Ernst and Tanning were able to return to France for good, that Ernst continued to work on a series of cosmological paintings in his revived palette.

Property From The Collection of The Late Dorothea Tanning

18 * AR

MAX ERNST (1891-1976)

La Tourangelle

signed, numbered and inscribed with the foundry mark 'Max Ernst 0/ VIII, Susse Fonder Paris' (on the back of the base)

polished brass with a golden patina

26.3cm (10 3/8in). high

Conceived in 1960, this brass version cast in 1961-1962 by the Susse Foundry.

£40,000 - 60,000

€46,000 - 70,000

\$56,000 - 84,000

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

Provenance

Max Ernst Collection.

Dorothea Tanning Collection, US (by descent from the above).

Thence by descent to the present owner.

Literature

Exh. cat., *Max Ernst*, New York, 1961, no. 171 (another cast referenced p. 56).

Exh. cat., *Max Ernst*, London, 1961, no. 202 (another cast referenced p. 67).

Exh. cat., *Max Ernst, Œuvre sculpté 1913-1961*, Paris, 1961, no. 37 (another cast illustrated p. 35).

A. Ferrier, 'Max Ernst, sculpteur', in *Œil, Revue d'art*, no. 84, December 1961 (another cast illustrated p. 69).

Exh. cat., *Max Ernst, Sculptures et Masques*, Stockholm, 1963, no. 10 (another cast illustrated p. 14).

Exh. cat., *Max Ernst, Sculpture and Recent Painting*, New York, 1966, no. 116 (another cast referenced p. 64).

J. Russell, *Max Ernst, Leben und Werk*, Cologne, 1966, no. 139 (another cast illustrated p. 326).

G. Diehl, *Max Ernst*, Paris, 1973 (another cast illustrated p. 59).

Exh. cat., *Max Ernst*, Saint-Paul, 1983, no. 105 (another cast referenced p. 144).

W. Rubin (ed.), *Primitivism in 20th Century Art*, New York, 1984, no. 839 (another cast illustrated p. 567).

Exh. cat., *Max Ernst, Sculpture 1934-1974*, New York, 1987, no. 38 (another cast illustrated p. 31).

Exh. cat., *Max Ernst, The Sculpture*, Edinburgh, 1990, no. 46 (another cast illustrated p. 39).

Anno 93/94, Düsseldorf, 1995 (plaster cast illustrated p. 19).

Exh. cat., *Max Ernst, Skulptur*, Malmö, 1995 (another cast illustrated p. 161).

Exh. cat., *Max Ernst, Sculpture / Sculptures*, Castello di Rivoli, 1996 (another cast illustrated p. 172).

Exh. cat., *Max Ernst, Esculturas, obras sobre papel, obras gráficas*, São Paulo, 1997, no. 42 (another cast illustrated p. 88).

Exh. cat., *Max Ernst, Skulpturen*, Klagenfurt, 1997 (another cast illustrated p. 123).

Exh. cat., *Max Ernst, Sculptures, Maisons, Paysages*, Paris, 1998, no. 105 (plaster cast illustrated p. 187).

W. Spies, S. & G. Metken, *Max Ernst Œuvre-Katalog*, Vol. VI, *Werke 1954-1963*, Cologne, 1998, no. 3821.I (another cast illustrated p. 406).

Exh. cat., *Max Ernst, esculturas sculptures*, Lisbon, 1999 (another cast illustrated p. 64).

Exh. cat., *Max Ernst, The Surrealist Universe in Sculpture, Painting and Photography*, Tokyo, 2000, no. 45 (another cast illustrated p. 65).

Einblicke, Düsseldorf, 2000 (plaster cast illustrated p. 110).

Exh. cat., *Max Ernst*, Okazaki, 2001, no. 3-45 (another cast illustrated p. 137).

S. Kaufmann, *Im Spannungsfeld von Fläche und Raum, Studien zur Wechselwirkung von Malerei und Skulptur im Werk von Max Ernst*, Weimar, 2003, no. 170 (another cast illustrated p. 332).

Exh. cat., *Max Ernst, Traumlandschaften*, Apolda, 2004, no. 65 (another cast illustrated p. 112).

J. Pech, *Max Ernst, Plastische Werke*, Cologne, 2005 (another cast illustrated pp. 158-159).

Exh. cat., *Max Ernst läßt grüßen*, Münster, 2009 (another cast illustrated p. 113).

Exh. cat., *Max Ernst, Le Jardin de la France*, Tours, 2009 (another cast illustrated p. 114).



Property From The Collection of The Late Dorothea Tanning

19 * AR

MAX ERNST (1891-1976)

Apaisement

signed and numbered 'Max Ernst 5/6', stamped with the Modern Art Foundry mark and dated 'MA06' (on the back of the base)

bronze with a green patina

67.5cm (26 9/16in). high

Conceived in 1961, this bronze version cast in 2006 by the Modern Art Foundry in a numbered edition of 6.

£70,000 - 100,000

€81,000 - 120,000

\$98,000 - 140,000

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

Provenance

Dorothea Tanning Collection, US.

Thence by descent to the present owner.

Literature

Exh. cat., *Max Ernst, Œuvre sculpté 1913-1961*, Paris, 1961, no. 45 (another cast illustrated p. 39).

L'Œil, Revue d'art, no. 84, December 1961 (another cast illustrated p. 18).

M. Ragon, 'The Sculpture of Max Ernst', in *Cimaise*, Vol. IX, no. 57, January/February 1962 (another cast illustrated p. 24).

R. de Solier, 'Les sculptures récentes de Max Ernst', in *XXe Siècle*, no. 18, February 1962 (another cast illustrated p. 24).

Exh. cat., *Max Ernst*, Cologne, 1962, no. 213 (another cast illustrated p. 216).

Exh. cat., *Max Ernst, Sculptures et Masques*, Stockholm, 1963, no. 14 (another cast illustrated p. 18).

Exh. cat., *Max Ernst, Sculpture and Recent Painting*, New York, 1966, no. 117 (another cast referenced p. 64).

Exh. cat., *Max Ernst, Oltre la pittura*, Venice, 1966, no. 102 (another cast referenced p. 19).

J. Russell, *Max Ernst, Leben und Werk*, Cologne, 1966, no. 142 (another cast illustrated p. 326).

Hommage à Max Ernst, Paris, 1971 (another cast illustrated p. 131).

U. M. Schneede, *Max Ernst*, Stuttgart, 1972, no. 384 (another cast illustrated p. 196).

G. Diehl, *Max Ernst*, Munich, 1973 (another cast illustrated p. 58).

Exh. cat., *50 Jahre Kunsthandelsverband der Schweiz, Jubiläumsausstellung mit Werken des 15 – 20 Jahrhunderts aus öffentlichem und privatem Besitz*, Zurich, 1973, no. 91 (another cast referenced).

Exh. cat., *Max Ernst*, Basel, 1974 (another cast referenced p. 97).

Hommage à Max Ernst, Wiesbaden, 1976 (another cast illustrated p. 135).

Exh. cat., *Max Ernst, Sculpture 1934-1974*, New York, 1987 (another cast illustrated p. 31).

Exh. cat., *Max Ernst, The Sculpture*, Edinburgh, 1990, no. 48 (another cast illustrated p. 40).

Exh. cat., *Max Ernst, Skulptur*, Malmö, 1995 (another cast illustrated p. 166).

Exh. cat., *Max Ernst, Esculturas, obras sobre papel, obras gráficas*, São Paulo, 1997, no. 44 (another cast illustrated p. 90).

Exh. cat., *Max Ernst, Skulpturen*, Klagenfurt, 1997 (another cast illustrated p. 128).

W. Spies, S. & G. Metken, *Max Ernst Œuvre-Katalog*, Vol. VI, *Werke 1954-1963*, Cologne, 1998, no. 3823.I (another cast illustrated p. 407).

Exh. cat., *Max Ernst, Sculptures, Maisons, Paysages*, Paris, 1998, no. 112 (another cast illustrated p. 186).

Exh. cat., *Max Ernst, esculturas sculptures*, Lisbon, 1999 (another cast illustrated p. 65).

Exh. cat., *Max Ernst, The Surrealist Universe in Sculpture, Painting and Photography*, Tokyo, 2000, no. 46 (another cast illustrated p. 64).

Exh. cat., *Max Ernst*, Okazaki, 2001, no. 3-46 (another cast illustrated p. 138).

S. Kaufmann, *Im Spannungsfeld von Fläche und Raum, Studien zur Wechselwirkung von Malerei und Skulptur im Werk von Max Ernst*, Weimar, 2003, no. 171 (another cast illustrated p. 332).

J. Pech, *Max Ernst, Plastische Werke*, Cologne, 2005 (another cast illustrated pp. 162-163).

Exh. cat., *Max Ernst, Paramyths, Sculpture, 1934-1967*, New York, 2015 (another cast illustrated pp. 47, 49 & 91).



20

HORST P. HORST (1906-1999)

Electric Beauty, Paris, 1939

Gelatin silver print, printed later, embossed signature stamp
in the margin; signed, titled and dated in pencil on the verso.

29.7 x 22.8cm (11 3/4 x 9in)

sheet 35.6 x 28cm (14 x 11in)

£5,000 - 7,000

€5,800 - 8,100

\$7,000 - 9,800

Provenance

Howard Greenberg Gallery, New York.



21 ^{AR}

MAX ERNST (1891-1976)

La voix de Clara

inscribed 'La voix de Clara disait:, Soldat, une femme aussi, Ça possède une âme, A porter suivant son poids, De rire et de larmes, (p. 22' (lower left)

frottage, crayon and pencil on paper

22 x 18.7cm (8 11/16 x 7 3/8in).

Executed in 1971-1972

£5,000 - 7,000

€5,800 - 8,100

\$7,000 - 9,800

The authenticity of this work has kindly been confirmed by Dr. Jürgen Pech. This work will be included in the forthcoming volume of the Max Ernst *catalogue raisonné*, by Werner Spies in collaboration with Sigrid and Günter Metken and Jürgen Pech, currently being prepared.

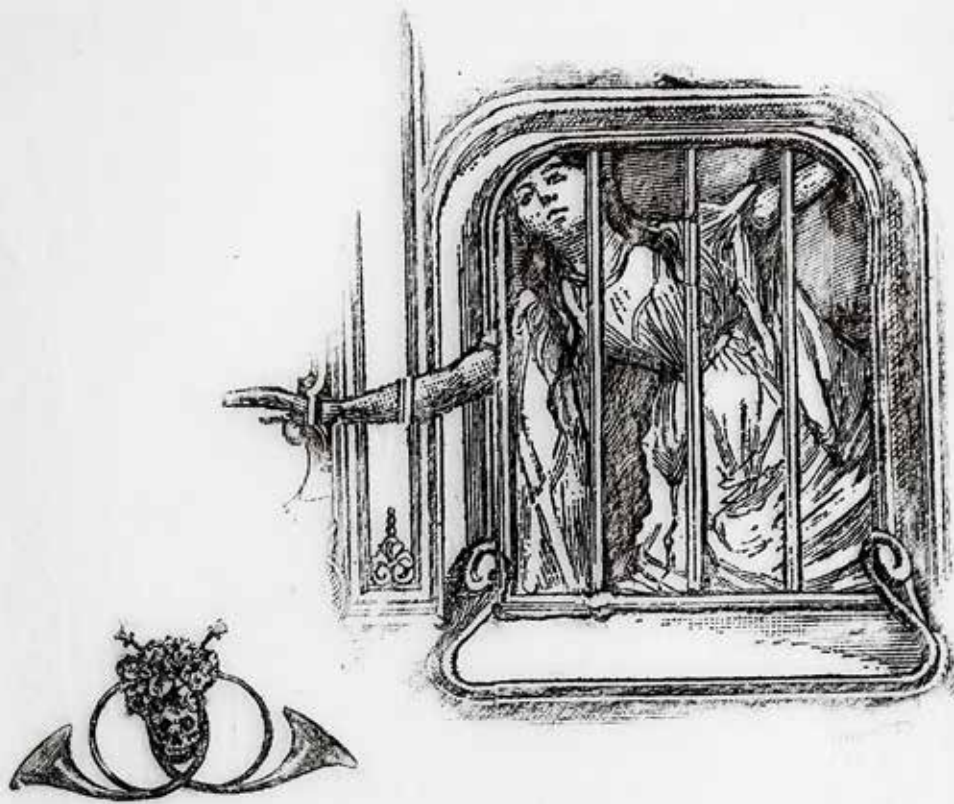
Provenance

Galerie Alphonse Chave, Vence, no. 9479.

Private collection, France (acquired from the above).

Exhibited

Cannes, Centre d'art La Malmaison, *Max Ernst, L'imagination en jeu*,
13 July - 28 October 2018.



La voix de Clara disait :

Soldat, une femme aussi
Ça possède une âme
A porter suivant son poids
De rire et de larmes

(p. 22

22 * AR W

LEONORA CARRINGTON (1917-2011)

The Ship of Cranes

signed, inscribed and dated 'Leonora Carrington, 2010, P/A' (by the oar) and stamped with the foundry mark 'Fundición Artística Velasco' (on the rear right side of the ship)

bronze with a white patina

65.5 x 111.6cm (25 13/16 x 43 15/16in).

Conceived in 2010, this bronze version cast in 2010 by the Fundición Artística Velasco in a numbered edition of 6 plus four further casts numbered: P/A.

£50,000 - 70,000

€58,000 - 81,000

\$70,000 - 98,000

The authenticity of this work was confirmed by the late Leonora Carrington.

Provenance

Private collection, Mexico (acquired directly from Fundición Artística Velasco in 2019).

Literature

P. Weisz-Carrington, *Leonora Carrington, Últimas Esculturas (2008-2011)*, Mexico City, 2016 (another cast illustrated).



23 AR

JOHN TUNNARD A.R.A. (1900-1971)

Fish Trap

signed, inscribed and dated 'John Tunnard. 46 W.9., W.19.' (lower left); inscribed 'Fish Trap.' (on the reverse)
gouache, watercolour and crayon on paper
39.5 x 57.5cm (15 9/16 x 22 5/8in).
Executed in 1946

£20,000 - 30,000

€23,000 - 35,000

\$28,000 - 42,000

Provenance

Lefevre Gallery, London (January 1947).

Dalzell Hatfield Galleries, Los Angeles.

Private collection, UK (acquired from the above).

Literature

A. Peat & B. Whitton, *John Tunnard, His Life and Work*, Aldershot, 1997, no. 491 (p.175).

During spring 1937, the Artists' International Association (AIA) presented a large, competitive exhibition at Grosvenor Gallery in London, 'Unity of Artists for Peace, for Democracy, for Cultural Progress'. This materialised during a period of artistic support in Britain for the Republican cause, particularly regarding the outbreak of war in Spain. At the same time, the First British Artists' Congress was established which aimed to outline the terms of an art policy in Britain, including the formation of artists' trade unions. Surrealists played a noticeable role in these events, and the Grosvenor Gallery show devoted a jury specifically for this increasingly significant body of artists. It is here that Tunnard's name first becomes associated with Surrealism. Over one hundred works were Surrealist in nature with an astonishing forty-three British artists represented, including John Tunnard.

Writing in *The Saturday Book*—25 in 1965, Sir Herbert Read commented, 'Tunnard is, of course, a surrealist if that word has any precise meaning. He has not actively participated in the Surrealist Movement as such, but if surrealism is to be defined, in the phrase of André Breton, as "pure psychic automatism", then I know no artist who has more consistently practised surrealism.'

Fish Trap, painted the year after World War II ended, displays the artist's deep connection with the natural world and his fascination with submarine life, an unknown world to many humans. A variety of paintings from this period continue his idiosyncratic style developed during the war as an auxiliary coastguard and conscientious objector, located at Cadgwith in Cornwall; *Fishes' Window* (1944), *Surreal Seascape* (1945), *Portuguese Man O'War* (1945) and *Seabed* (1947) all explore the colourful and bizarre life which flourishes under the water. The organic forms lent themselves well to Tunnard's surrealist tendencies. In *Fish Trap* a jellyfish floats close to the seabed, displaying its luminosity, with a sea urchin suspended just above. Beyond, loom abstract rhythmic forms which allude to infinite space and invite the viewer to engage. Sir Herbert Read likened this vision of Tunnard's to André Masson's 'dream of the future desert'.

Michel Remy comments in his chapter on the artist in *Surrealism in Britain*, 'Tunnard's contribution to surrealism in Britain, even if it lasted only until around 1945, was instrumental in investigating the poetic fusion between constructivist and surrealist principles' (Michel Remy, *Surrealism in Britain*, Aldershot, 1999, p. 261).



24 AR W

SALVADOR DALÍ (1904-1989)

Dios solar emergiendo de Okinawa

signed, numbered and stamped with the Diejasa foundry mark 'Dalí, ¼, d' (to the reverse of the headdress)
bronze with a golden brown and black brown patina on a wooden base

46 x 123cm (18 1/8 x 48 7/16in); 58 x 135cm (22 13/16 x 53 1/8in)
(including the base).

Conceived in 1975, this version cast by the Diejasa Foundry in a numbered edition of 4.

£40,000 - 60,000

€46,000 - 70,000

\$56,000 - 84,000

The authenticity of this work was confirmed by the late Monsieur Robert Descharnes

Provenance

Private collection, Europe; their sale, Bonhams, London, 11 December 2008, lot 56.

Acquired at the above sale by the present owner.

Literature

R. & N. Descharnes, *Dalí, The Hard and The Soft, Spells for the Magic of Form, Sculptures & Objects*, Paris, 2003, no. 419 (another cast illustrated p. 166).

Robert Descharnes, in his book *The Hard and the Soft, Spells for the Magic of Form*, describes Dalí's process of creating the group of sculptures from which the present work issues: 'As a friend of the couple I could stay at Dalí's side chatting non-stop while his hands created the pieces of the collection. For this work as a sculptor, Dalí adopted a ritual: a precise hour of the day outside his atelier, if possible, under the sun. And so, each afternoon, past midday, Dalí put down his brush and left the atelier for the swimming pool. There comfortably installed in the depression of an enormous bean bag, Dalí shaped and modelled until it was time to join Gala for a lunch of grilled fish' (R. & N. Descharnes, *Dalí, The Hard and The Soft, Spells for the Magic of Form, Sculptures & Objects*, Paris, 2003, p. 159).

The present work is one component of a series of 44 works cast by the Diejasa Foundry over a ten-year period in the 1970s-1980s. Known as the Clot Collection, after Isidro Clot who ran the foundry with his son-in-law Adrian Campos, the 4 editions of the series are the only authorised life-time casts by Salvador Dalí.

Moulded with sun-softened wax by the poolside of Dalí's North-Eastern Spanish retreat in Port Lligat, *Dios solar emergiendo de Okinawa* was created by the artist for the International Fair of the Sea in Japan. It is a monument and homage to the great sacrifice and loss of life of both sides seen during the vicious fighting on the island of Okinawa during the Second World War. The figure emerges from the water with great energy and, like the rising sun, it is a symbol of hope and represents a new dawn for man.



Salvador Dalí modelling his *Dios Solar Emergiendo*, 1975.



25

HORST P. HORST (1906-1999)

Salvador Dalí, New York, 1943

Gelatin silver print, printed later, embossed signature stamp in the margin; signed, titled and dated in pencil on the verso.

45.4 x 34.9cm (17 7/8 x 13 3/4in)

sheet 50.8 x 40.6cm (20 x 16in); framed

£7,000 - 10,000

€8,100 - 12,000

\$9,800 - 14,000



26•

SALVADOR DALÍ

RONSARD (PIERRE DE) *Les amours de Cassandre*, one of 165 copies on Arches, from a total edition of 299, this copy numbered 237, SIGNED AND DATED BY THE ARTIST, letterpress text and justification in French, eighteen etchings some with drypoint, in- and hors-texte, loose (as issued), green cloth-covered portfolio and solander box with gilt stamped text and design [Michler-Lopsinger 248-265], folio (385 x 285mm.), Paris, Editions Argillet, 1968

£3,000 - 4,000

€3,500 - 4,600

\$4,200 - 5,600



27 *

RENÉ MAGRITTE

Original pen-and-ink drawing of *La Belle lurette*, signed “Magritte”, being his design for the covers of *Rhétorique* no. 13, with various autograph notes specifying the paper stock to be used and the colours for printing, small strip of white paper with autograph changes to layout taped to drawing, *on a reused sheet of brown paper, the verso with typed words ‘Les lois du couple’ (the title of Henri Ronse’s prose piece with the magazine), a few surface abrasions, tear with small paper loss in lower margin (not affecting image), sheet 203 x 253mm.*, [Brussels, c. 1965–66]; together with an autograph letter signed (“René Magritte”) to André de Rache, *1 page on his rue des Mimosas letterhead, 228 x 140mm.*, Brussels, 29 March 1966, and a copy of issue 13 of *Rhétorique*, February 1966 (3)

£20,000 - 30,000

€23,000 - 35,000

\$28,000 - 42,000

MAGRITTE AS BOOK DESIGNER. Here, Magritte sketches out his image for a cover of the Belgian journal *Rhétorique*, including the placement of his signature, and indicating the typographic layout. The cover illustration is a variant of his enigmatic and faintly voyeuristic *La Belle lurette*, painted in 1965; by coincidence, the original painting sold last year, for \$1.3m (Sotheby’s New York, Evening Sale, 28 October 2020, lot 140).

In his schematic drawing, Magritte also includes circles painted blue and grey to indicate the tones he wants for the typography (blue) and the image (grey). He requests a ‘Couverture en papier Blanc-fort — intérieur = papier couché – dos de la couverture.’

Magritte was a regular contributor to *Rhétorique* and supplied cover illustrations for several issues. The autograph letter included in the lot is written to editor André de Rache in the month after the publication of issue no. 13, requesting the bill for the *cartes illustrées* he had received, and hoping that ‘le “Waldberg”’ (Patrick Waldberg’s monograph on Magritte, published by de Rache the previous year and advertised within *Rhétorique*) satisfies the great art collector Nellens.



28 * AR

ÉDOUARD LÉON THÉODORE MESENS (1903-1971)

Le rire au fond du soir

signed 'Mesens.' (lower right) and dated '8/1960' (lower left)

oil, collage and brass elements on card

22 x 29cm (8 11/16 x 11 7/16in); 24.8 x 31cm (9 3/4 x 12 3/16in)

(with the artist's frame)

Executed in August 1960

£3,000 - 5,000

€3,500 - 5,800

\$4,200 - 7,000

Provenance

Private collection, Milan (a gift from the artist *circa* 1960-1961).

Exhibited

Turin, Galleria Civica d'Arte Moderna, *Le Muse Inquietanti, Maestri del Surrealismo*, November 1967 - January 1968, no. 191.

Milan, Galleria dei Bibliofili, *Simbolismo, Surrealismo*, 2 - 30 May 1972.

Milan, Galleria Zarathustra, *La condizione eccentrica*, December 1978

– January 1979.





29 * AR

GEORGES HUGNET (1906-1974)

Le gruyère

signed with the artist's initials and dated 'G. H., 1961' (lower right)

collage on paper

40.5 x 33.2cm (15 15/16 x 13 1/16in).

Executed in 1961

£600 - 800

€700 - 930

\$840 - 1,100

Provenance

Myrtille Hugnet Collection; their sale, Thierry de Maigret, Paris, 11

March 2016, lot 93.

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



30 * AR

GEORGES HUGNET (1906-1974)

Femme à la poule

signed with the artist's initials and dated 'G.H., 1961' (lower right)

collage on card

49.2 x 31.9cm (19 3/8 x 12 9/16in).

Executed in 1961

£3,000 - 5,000

€3,500 - 5,800

\$4,200 - 7,000

Provenance

Myrtille Hugnet Collection.

Private collection, Paris (acquired from the above in 2007).

31 ^{AR}

MAURICE TABARD (1897-1984)

Electric Hair, c. 1930

Gelatin silver print, printed c. 1930, credit stamp on the verso, accompanied by its original gelatin silver contact sheet, inscribed 'Sens figure 645' and itemized consecutively 'A-N' in ink on the recto; credit in pencil on the verso.

print 30.5 x 24cm (12 x 9 1/2in)

£1,500 - 2,000

€1,700 - 2,300

\$2,100 - 2,800

This very rare photograph is accompanied by its contact sheet explaining the making of the image.







32 * AR

MAURICE HENRY (1907-1984)

Le désir tombe comme une vague à l'abreuvoir

signed, titled and dated 'Le désir tombe comme une vague à l'abreuvoir, Maurice Henry, 35.' (lower right)

collage on card

30.9 x 24cm (12 3/16 x 9 7/16in).

Executed in 1935

£800 - 1,200

€930 - 1,400

\$1,100 - 1,700

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

Provenance

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

Exhibited

Milan, Galleria dei Bibliofili, *Simbolismo, Surrealismo*, 2 - 30 May 1972.

Milan, Galleria Zarathustra, *La condizione eccentrica*, December 1978 – January 1979.

Literature

M. Henry & R. Sanesi, *Pièce pour Maurice Henry*, Pollenza, 1979 (p. 55).



33 * AR

PIERRE MOLINIER (1900-1976)

Untitled (Self Portrait) From the series "Mon Cul"; (2)

Gelatin silver print and accompanying photocollage (cut-out); the first stamped 'Épreuve artiste', 'Atelier, St. Pierre, Bordeaux' and Françoise Molinier copyright credit reproduction limitation stamps on the verso.

(2)

11.1 x 11.3cm (4 3/8 x 4 1/2in)

(cut out) approximately 7.6 x 7.6cm (3 x 3in)

sheet 12.7 x 11.1cm (5 x 4 3/8in)

£2,500 - 3,500

€2,900 - 4,100

\$3,500 - 4,900

Provenance

Fraenkel Gallery, San Francisco.



PROPERTY FROM A PRIVATE BELGIAN COLLECTION

34 * AR

PAUL DELVAUX (1897-1994)

Nu de femme

watercolour, pen, India ink and wash on paper

20.7 x 26.8cm (8 1/8 x 10 9/16in).

Executed circa 1946

£3,000 - 5,000

€3,500 - 5,800

\$4,200 - 7,000

The authenticity of this work has kindly been confirmed by the
Fondation Paul Delvaux.

Provenance

Private collection, Belgium.

Private collection, Belgium (acquired from the above).



PROPERTY FROM A PRIVATE BELGIAN COLLECTION

35 * AR

PAUL DELVAUX (1897-1994)

Maman

inscribed 'Maman.' (lower centre)

brush, pen and ink on paper

26.6 x 20.9cm (10 1/2 x 8 1/4in).

£3,000 - 5,000

€3,500 - 5,800

\$4,200 - 7,000

The authenticity of this work has kindly been confirmed by the
Fondation Paul Delvaux.

Provenance

Private collection, Belgium.

Private collection, Belgium (acquired from the above).

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 BELGIAN COLLECTION

36 * AR

PAUL DELVAUX (1897-1994)

Portrait de femme

wash, pen and ink on paper

26.8 x 21.2cm (10 9/16 x 8 3/8in).

Executed circa 1946-1947

£2,500 - 3,500

€2,900 - 4,100

\$3,500 - 4,900

The authenticity of this work has kindly been confirmed by the
Fondation Paul Delvaux.

Provenance

Private collection, Belgium.

Private collection, Belgium (acquired from the above).



PROPERTY FROM A PRIVATE BELGIAN COLLECTION

37 * AR

PAUL DELVAUX (1897-1994)

Deux femmes dans un paysage urbain

pen and India ink on paper

20.8 x 26.9cm (8 3/16 x 10 9/16in).

Executed circa 1945–1946

£2,500 - 3,500

€2,900 - 4,100

\$3,500 - 4,900

The authenticity of this work has kindly been confirmed by the
Fondation Paul Delvaux.

Provenance

Private collection, Belgium.

Private collection, Belgium (acquired from the above).

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 BELGIAN COLLECTION

38 * AR

PAUL DELVAUX (1897-1994)

Etude pour une illustration (recto); *Une esquisse d'un arbre* (verso)

signed 'P. Delvaux' (lower right)

pen, brown ink and wash on paper

15.6 x 12.2cm (6 1/8 x 4 13/16in).

£2,500 - 3,500

€2,900 - 4,100

\$3,500 - 4,900

The authenticity of this work has kindly been confirmed by the
Fondation Paul Delvaux.

Provenance

Private collection, Belgium.

Private collection, Belgium (acquired from the above).



39

HERBERT BAYER (1900-1985)

Segesta

signed 'Bayer' (lower right); signed and dated '24 H. Bayer' (on the reverse)

oil on burlap

47 x 59.5cm (18 1/2 x 23 7/16in).

Painted in 1924

£12,000 - 18,000

€14,000 - 21,000

\$17,000 - 25,000

Provenance

Galerie Orangerie, Vienna.

Private collection, Europe (acquired *circa* 1975).

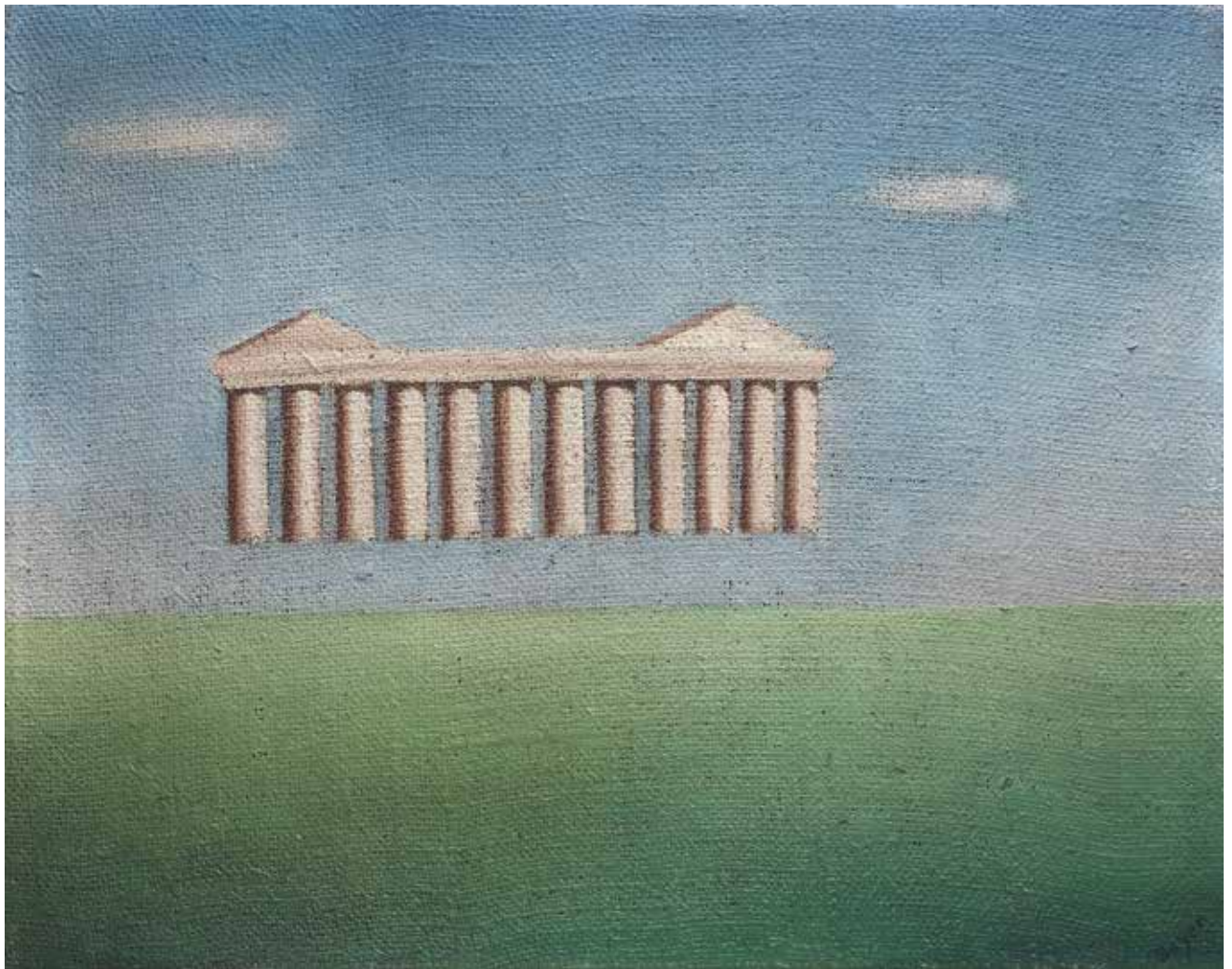
Private collection, Europe (acquired from the above in 1994); their sale, Christie's, London, 28 February 2018, lot 451.

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

Thence by descent to the present owner.

Exhibited

Berlin, Bauhaus-Archiv, *Herbert Bayer, Das künstlerische Werk 1918-1938*, 6 May – 20 June 1982, no. 9 (later travelled to Basel).



40 *

EUGÈNE ATGET (1856-1927)

Fête du Trône, 1926

Gold toned printing out paper print, titled, numbered '104', '17 bis' in pencil and credit stamp on the verso.

17.8 x 22.8cm (7 x 9in)

£22,000 - 28,000

€25,000 - 32,000

\$31,000 - 39,000

Provenance

Tristan Tzara, Paris (acquired directly from the artist).

Marie-Thérèse Tzara (by descent from the above).

Anon. sale, Christie's, New York, 29 April 1999, lot 172.

Private collection, US.

For almost three decades, Eugène Atget created a meticulous archive of his photographs of a Paris that was being replaced by a more modern (and to him, hateful) infrastructure. In *Fête du Trône*, one of Atget's extraordinary images of the city's ancient fairground, he captures a lively mural of nymphs dancing in a shadowy bay - an almost dreamlike, proto-Surrealist image.

While Atget would have denied any direct association with the Surrealists, it was thanks to Man Ray and his circle that his work became recognized as more than just an eccentric and naive visual record of the old city. Man Ray, a prominent member of the Surrealists and Atget's neighbour, included a selection of the older photographer's work in the first official review of the Surrealists *La Révolution Surréaliste*, issued in June 1926, the year *Fête du Trône* was created.

Man Ray probably also introduced fellow artist Tristan Tzara to Atget's work. Tzara, a founder of the Dada movement and the original owner of the present work, found Atget's unconscious "surrealism" irresistible and used it as inspiration for his own his writings, poetry and art.

Man Ray's studio assistant, the young photographer Bernice Abbott, also became acquainted with Atget at around this time. After his death, she acquired the more than eight thousand prints left in his studio and subsequently brought Atget's photographs to the attention of the world.



41 *

MAN RAY (1890-1976)

Hambourg, Harbour, 1932

Vintage gelatin silver print, 31 bis, rue Campagne Première, Paris credit stamp on the verso.

12.4 x 15.2cm (4 7/8 x 6in) framed

£7,000 - 9,000

€8,100 - 10,000

\$9,800 - 13,000

Provenance

Anon. sale, Sotheby's, New York, October 1992, lot 293A.

An important private collector, US (acquired at the above sale).



42 * AR

ILSE BING (1899-1998)

Street Musicians, Frankfurt, 1932

Vintage gelatin silver print, initialed and dated in ink on the recto; titled, dated in pencil, credit and date stamp on the verso; accompanied by the original mount with credit and date stamp.

28 x 21cm (11 x 8 1/4in)

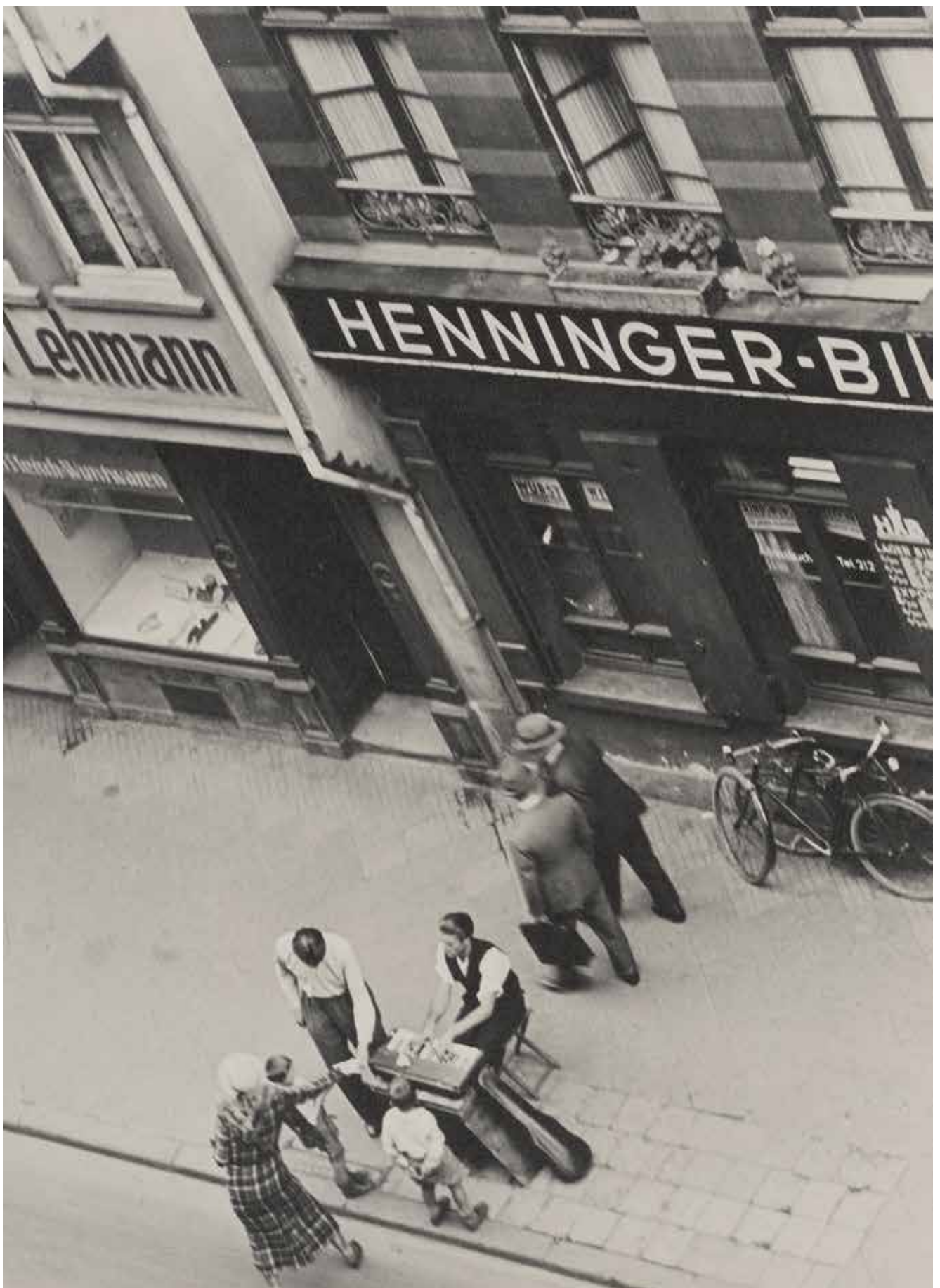
£5,000 - 7,000

€5,800 - 8,100

\$7,000 - 9,800

Provenance

Steven Leiber, San Francisco.



FRANCIS PICABIA

MAUROIS (ANDRÉ) *Le Peseur d'âmes*. Précédé d'un frontispice et suivi de huit illustrations de Francis Picabia, 'EXEMPLAIRE B/ IMPRIMÉ POUR MADAME GERMAINE EVERLING-PICABIA', *being one of 6 'hors commerce' copies on japon impérial from an overall edition of 366 copies*, INSCRIBED BY BOTH MAUROIS AND PICABIA TO THE ARTIST'S WIFE *on the half-tile, with an A WATERCOLOUR SIGNED 'Picabia' and a typed letter signed by the publisher Antoine Roche loosely inserted, 9 full-page colour lithographs after Picabia by Daniel Jacomet, without the additional suite of plates referred to in the justification, 2 small abrasions on title, partially unopened in publisher's wrappers, glassine outer wrapper, board chemise and slipcase, these toned and rubbed, 4to (280 x 225mm.), Paris, Antoine Roche, 1931*

£8,000 - 10,000

€9,300 - 12,000

\$11,000 - 14,000

A WATERCOLOUR SIGNED 'Picabia' - IN GERMAINE EVERLING-PICABIA'S FINE ASSOCIATION COPY OF 'LE PESEUR D'ÂMES', INSCRIBED TO HER BY BOTH MAUROIS AND BY PICABIA.

This first illustrated edition of the book (published in the same year as Maurois's first edition) was limited to 366 copies. Ours is the second of only six 'hors commerce' copies specially printed for the collaborators and associates, and the half-title bears inscriptions to Everling from both Maurois (undated but probably contemporary) and Picabia (1944):

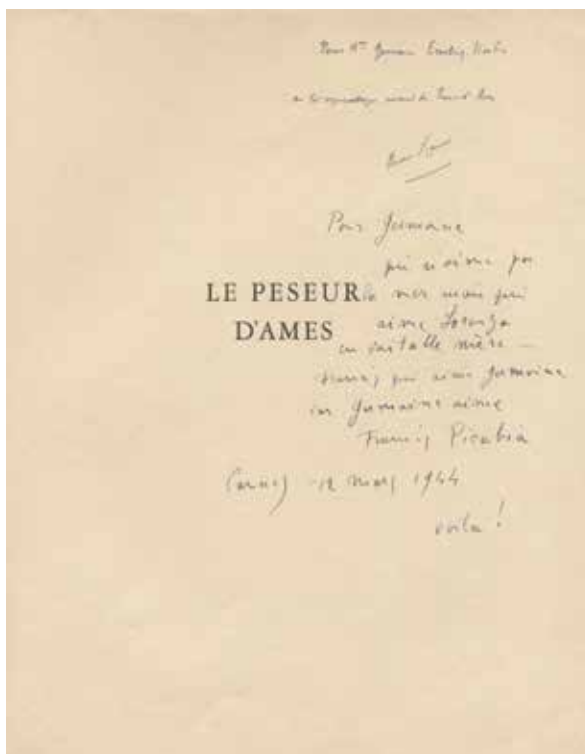
'Pour Mme Germaine Everling-Picabia
en très sympathique souvenir du Peseur d'Âmes
André Maurois'

'Pour Germaine
qui n'aime pas
la mer mais qui
aime Lorenzo
en véritable mère
Francis qui aime Germaine
car Germaine aime
Francis Picabia
Cannes 12 mars 1944
voilà!'

Picabia had met Germaine Everling in 1917 and she became his constant companion, common-law wife, and the mother of their son Lorenzo (mentioned in the inscription). They separated in 1933, two years after *Le Peseur d'âmes* was published, but they always remained close and Everling (or Everling-Picabia as she sometimes styled herself) continued to be involved with the artist's work, contributing prefaces for the catalogues of his exhibitions in the South of France and loaning artworks.

The watercolour (signed "Francis Picabia", on india paper, and measuring, 210 x 270mm.), is inscribed on the reverse by Everling "Premier essai d'illustration du Peseur d'Âmes, selon une inspiration que Picabia abandonna par la suite. / Germaine E. Picabia". The naturalistic scene depicted is of several soldiers gathered around a table in the countryside, one of them, in shirt sleeves, uncorking a bottle of wine.

Antoine Roche's two-page typed letter to Picabia, dated 17 May 1931, is in effect the publisher's agreement that Picabia should proceed with the projected illustrations. Whilst full of gushing praise for the artist's first drafts, mentioning "entre nous" that the drawings supplied the "atmosphère mystérieuse" that was lacking in the text, he does think them difficult to reproduce and makes some stylistic recommendations for the next set, ending with the suggestion that Picabia sell the drafts to "quelque bibliophile".



44 * AR

FRANCIS PICABIA (1879-1953)

Sans titre (Espagnole)

signed 'Francis Picabia' (lower centre)

gouache, watercolour, ink and pencil on paper

62.7 x 48cm (24 11/16 x 18 7/8in).

Executed *circa* 1926-1927

£70,000 – 90,000

€81,000 – 104,000

\$98,000 – 125,000

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

Provenance

Anon. sale, Trianon Palace, Versailles, 14-15 May 1966, lot 76.

Anon. sale, Piasa, Paris, 18 June 2004, lot 34.

Acquired at the above sale by the previous owner; their sale, Christie's, London, 10 February 2011, lot 290.

Acquired at the above sale by the present owner.

Literature

M-L. Borràs, *Picabia*, Paris, 1985.



PROPERTY FROM A PRIVATE LONDON COLLECTION

45

JEAN (HANS) ARP (1886-1966)

Petit figure appuyée dite 'L'Egyptienne'

bronze with golden patina

25cm (9 13/16in) high.

Conceived in 1938, this bronze version, identified as 1/5, cast circa 1955-1959 by the Rudier Foundry in an edition of 6.

£35,000 - 55,000

€41,000 - 64,000

\$49,000 - 77,000

We are most grateful to the Fondation Arp, Clamart, for their assistance cataloguing this work.

Provenance

Marguerite Arp-Hagenbach Collection, Clamart.

Galerie D'Art Moderne, Basel (acquired from the above in 1974).

Galerie Academia, Salzburg.

Private collection, UK (acquired from the above on 21 June 1979).

Thence by descent to the present owner.

Exhibited

Otterlo, Rijksmuseum Kröller-Müller, *De verzameling van Marguerite Arp-Hagenbach*, 27 June - 16 August 1970.

Literature

C. Giedion-Welcker, *Jean Arp*, Stuttgart, 1957, no. 57 (another cast illustrated p. 112).

Exh. cat., *Schiedammers tonen hun kunstbezit*, Schiedam, 1959, no. 189 (another cast illustrated).

'Have you the Courage to be Elegant?', in *Home & Garden*, November 1963 (another cast illustrated p. 218).

I. Jianou, *Jean Arp*, Paris, 1973, no. 57 (another cast illustrated p. 69).

S. Poley, *Hans Arp, Die Formensprache im Plastischen Werk*, Stuttgart, 1978, no. 150 (another cast illustrated p. 143).

C. Sylvia Weber, *Hans Arp, Eine Übersicht, Arbeiten aus den Jahren 1912 bis 1965*, exh. cat., Künzelsau, 1994 (another cast illustrated p. 83).

S. Paas, *Hans Arp 1886-1966, Ankäufe des Landes Rheinland-Pfalz*, Mainz, 1997, no. 3 (marble version illustrated p. 144).

Exh. cat., *Hans Arp, Metamorphosen, 1915-1965, Werke aus der Sammlung der Fondazione Marguerite Arp*, Locarno, Appenzell, 2000, no. 41 (another cast illustrated p. 88).

Exh. cat., *Jean Arp & Sophie Taeuber Arp, dada e oltre*, Venice, 2006 (another cast illustrated p. 100).

Exh. cat., *Biomorph! Hans Arp im Dialog mit aktuellen Künstlerpositionen*, Rolandseck, 2011 (another cast illustrated p. 99).

Exh. cat., *Collectie Piet en Ida Sanders, Leven met kunst*, Schiedam, 2012 (another cast illustrated).

A. Hartog (ed.), *Hans Arp, Skulpturen - Eine Bestandsaufnahme*, Ostfildern, 2012, no. 57 (another cast illustrated p. 86; incorrectly listed as sold at Camels Cohen, Paris, in 2003).

Exh. cat., *Im Netzwerk der Moderne, Kirchner, Braque, Kandinsky, Klee, Richter, Bacon, Altenbourg und ihr Kritiker Will Grohmann*, Munich, 2012, no. 6 (another cast illustrated p. 87).



46 *

MAN RAY (1890-1976)

Revolving doors - Jeune fille

signed and inscribed in the weave 'Man Ray, A3' (lower left); numbered in the weave 'II/VI' (on the reverse) and signed 'Man Ray' (on a label on the reverse)

wool tapestry

145 x 111cm (57 1/16 x 43 11/16in).

Conceived *circa* 1916-1917, this tapestry executed *circa* 1970 by the Aubusson workshop in a numbered edition of 6.

£6,000 - 8,000

€7,000 - 9,300

\$8,400 - 11,000

Andrew Strauss and Timothy Baum of the Man Ray Expertise Committee have confirmed the authenticity of this work and that the edition of this work will be included in the *Catalogue of Objects & Sculptures of Man Ray*, currently in preparation.

Provenance

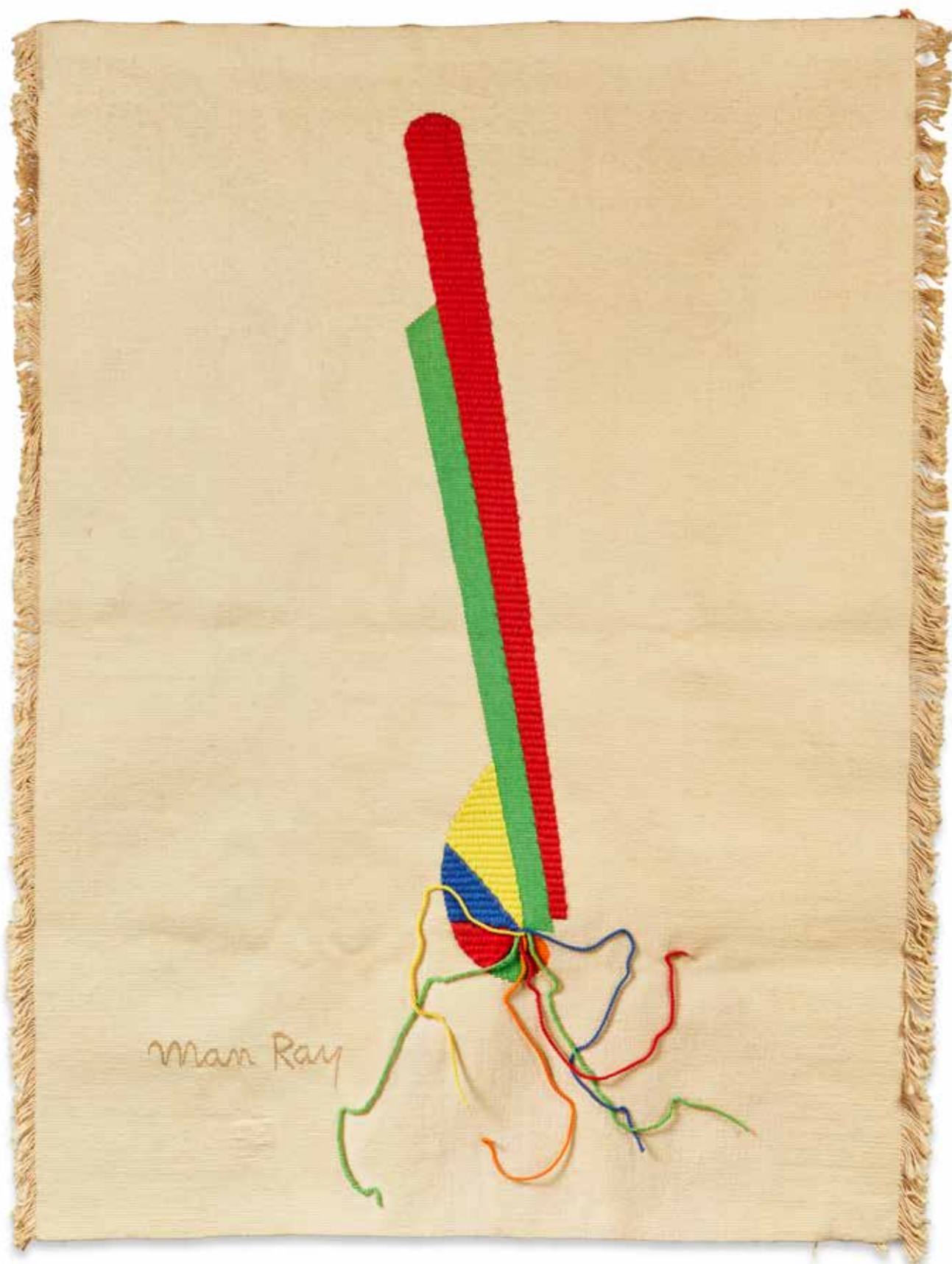
Juliet Man Ray Collection; her sale, Sotheby's, London, 23 March 1995, lot 144.

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

Literature

K. Shinoyama, 'Man Ray's Atelier', in *Art Vivant*, no. 15, 1985.

C. Aillaud, 'Dada mon amour, l'appartamento parigino di Juliet Man Ray', in *Architectural Digest*, February 1989 (illustrated p. 90).



PROPERTY FROM THE COLLECTION OF DAVID RAYMOND

47 * AR

WERNER ROHDE (1906-1990)

On the Umbrella's Point, c. 1928

Vintage gelatin silver print, inscribed 'Mein Freund der Regenschirm!' ('My Friend the Umbrella!') dated '1930' by the artist, credit, and various notations in an unknown hand in pencil on the verso.

16.5 x 11.7cm (6 1/2 x 4 5/8in)

sheet 17.8 x 12.7cm (7 x 5in)

£4,000 - 6,000

€4,600 - 7,000

\$5,600 - 8,400

Provenance

Paul Hertzmann, San Francisco.

Private collection, North Carolina.

This extraordinary image of *On the Umbrella's Point* was probably taken at the same time as another great work by Rohde, *Dunkle Figur*, dated 1928, which was originally part of the Thomas Walther Collection and later acquired by The Museum of Modern Art, New York.

Another print of *Dunkle Figur*, sold in Germany in June 2015, set an auction record for the artist of over \$200,000. Vintage photographs of this calibre by Rohde are extremely rare.



48 *

MAN RAY (1890-1976)

Mathematical Object (Othello), 1936

Gelatin silver print, 'Val-de-Grâce' credit, stamped 'Éditions Cahiers d'Art' and '18 Sept 1936' on the verso.

29.1 x 23.2cm (11 1/2 x 9 1/8in)

£10,000 - 15,000

€12,000 - 17,000

\$14,000 - 21,000

Provenance

Fraenkel Gallery, San Francisco.

Exhibited

San Francisco, San Francisco Museum of Modern Art, *A History of Photography from California Collections*, 9 February - 30 April 1989.

In the 1930s, Max Ernst encouraged fellow Surrealist Man Ray to use the models of mathematical equations - objects made out of white plaster, papier mâché, string and metal, on display at the Institut Poincaré in Paris - as inspirations for his own art. Man Ray photographed the models from 1934-1936, using dramatic lighting to bring out their angles, shadows, and grooves. A dozen of the resulting images, including the present work, were published in a 1936 issue of the French artistic and literary journal *Cahiers d'art*, devoted to the Surrealist object.

In the late 1940s, now back in his native United States, Man Ray based paintings on these photographs which he called *Human Equations* and those with Shakespearean titles, his *Shakespearean Equations*.



49

KATI HORNA (1912-2000)

Untitled, from the series Oda a la necrofilia, 1962

Gelatin silver print, printed 1969; artist wet-stamp on the verso, signed in pencil on the verso.

25.2 x 20.2cm (9 15/16 x 7 15/16in)

£7,000 – 10,000

€8,000 – 11,500

\$9,700 – 14,000

Provenance

The artist's estate, Mexico.

Acquired from the above by the present owner.



50

MAN RAY (1890-1976)

Le rêve (Consuelo de Saint-Exupéry et Georgette Hugnet), 1937

Gelatin silver print on carte postale, printed c. 1937, titled and inscribed 'pret pour Eluard' in ink on the verso.

9 x 14cm (3 1/2 x 5 1/2in) framed

£4,000 - 6,000

€4,600 - 7,000

\$5,600 - 8,400

Exhibited

Madrid, Museo Thyssen-Bornemisza, *Le Surréalisme et le Rêve*, October 2013 - January 2014, no. 120 (illustrated p. 251).



51

MAN RAY (1890-1976)

Monsieur Dubonnet's Penthouse Bathroom, Neuilly, c. 1930

Signed in pencil on the mount; title and date in an unknown hand in pencil on the mount verso.

18.5 x 23.2cm (7 1/4 x 9 1/8in)

£5,000 - 7,000

€5,800 - 8,100

\$7,000 - 9,800

Exhibited

Santa Fe, Museum of Fine Arts.



52 * AR W

MARCEL JEAN (1900-1993)

La lune d'Eiffel

signed, inscribed and dated 'Marcel Jean, 39, La lune d'Eiffel'
(on the inner edge of the crescent)

welded iron and wood

209.1cm (82 5/16in). high

Executed in 1939, this work is unique

£10,000 - 15,000

€12,000 - 17,000

\$14,000 - 21,000

Provenance

Private collection, Paris.

Exhibited

Halmstad, Mjellby konstmuseum, *Surrealistiska ting*, 16 June - 30
September 2012.



53 * AR

MARCEL JEAN (1900-1993)

Sans titre

signed 'Marcel Jean' (lower right)

pen and India ink on paper

31.5 x 22.8cm (12 3/8 x 9in).

Executed *circa* 1936-1938

£500 - 700

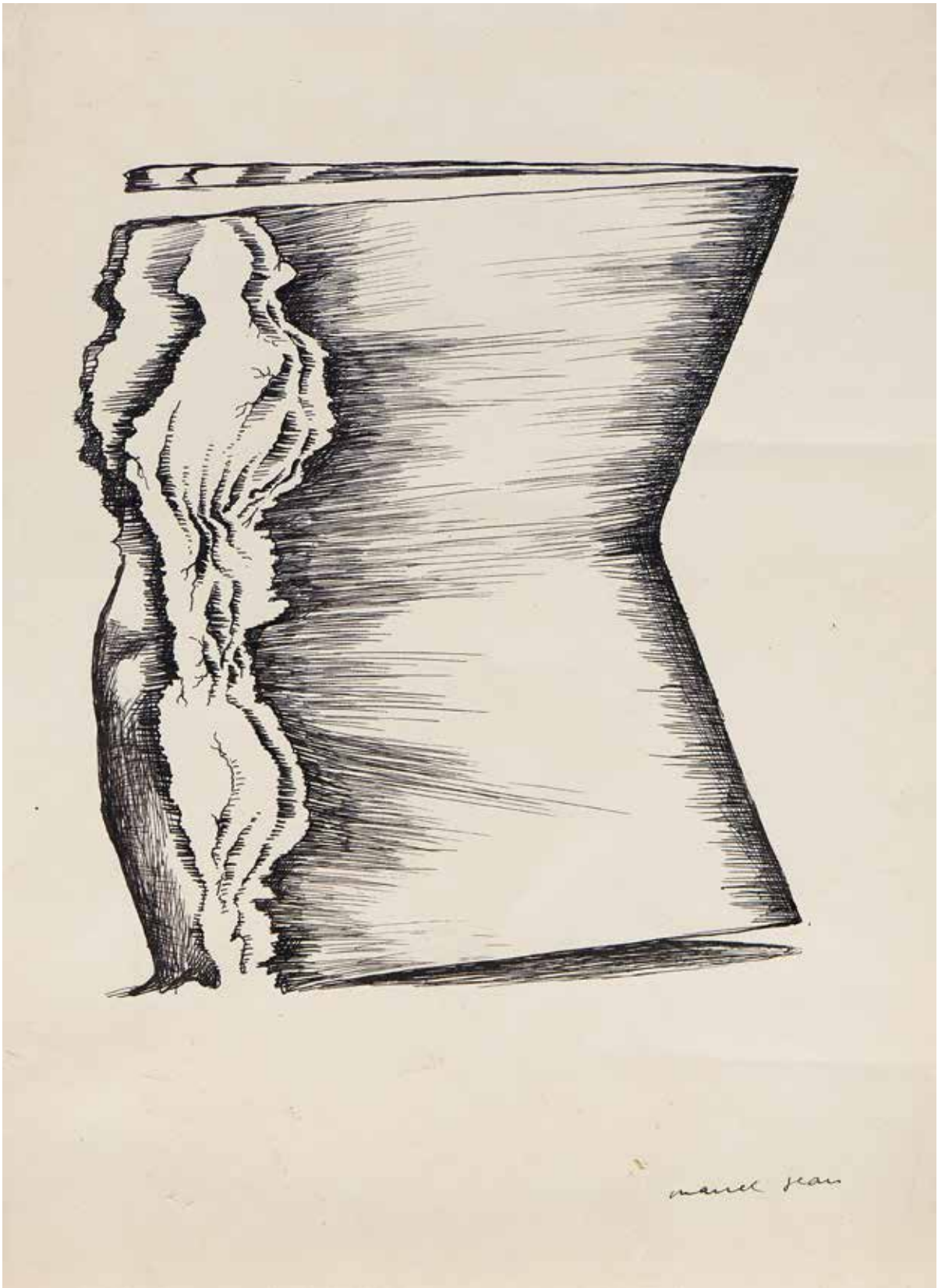
€580 - 810

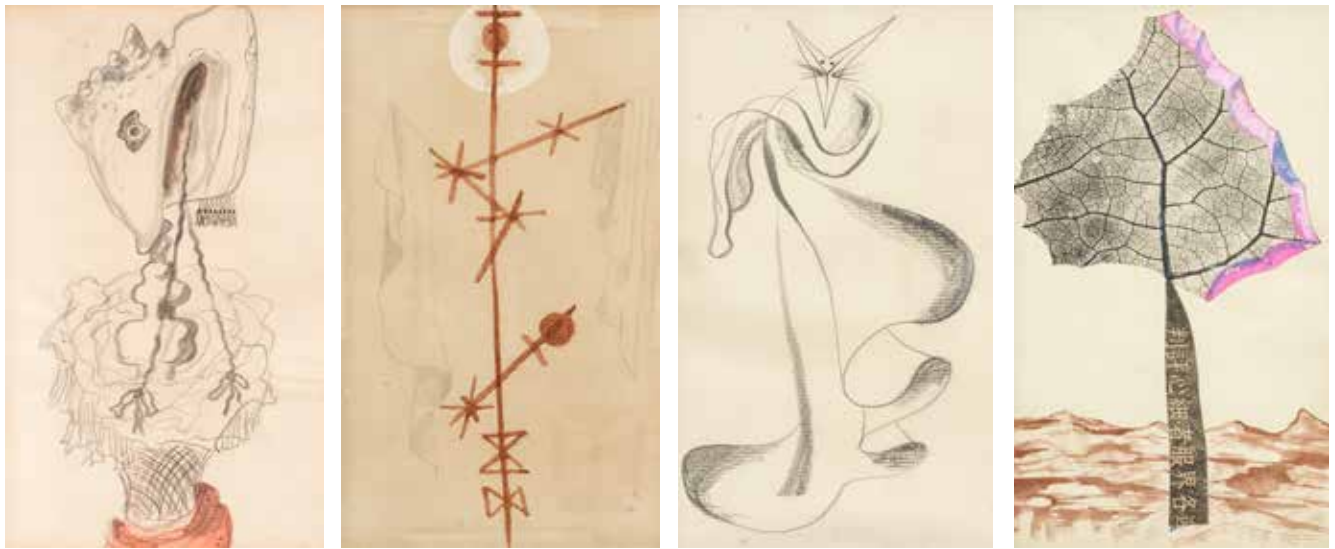
\$700 - 990

Provenance

Claude Oterelo Studio, Paris.

Private collection, Italy (acquired from the above).





54 AR

JOHN BANTING (1902-1972)

Fish portrait; with four other works

mixed media on paper

21 x 13.3 cm (8 1/4 x 5 1/4 in). (and similar)

In four frames, one double-sided (4)

£1,000 - 1,500

€1,200 - 1,700

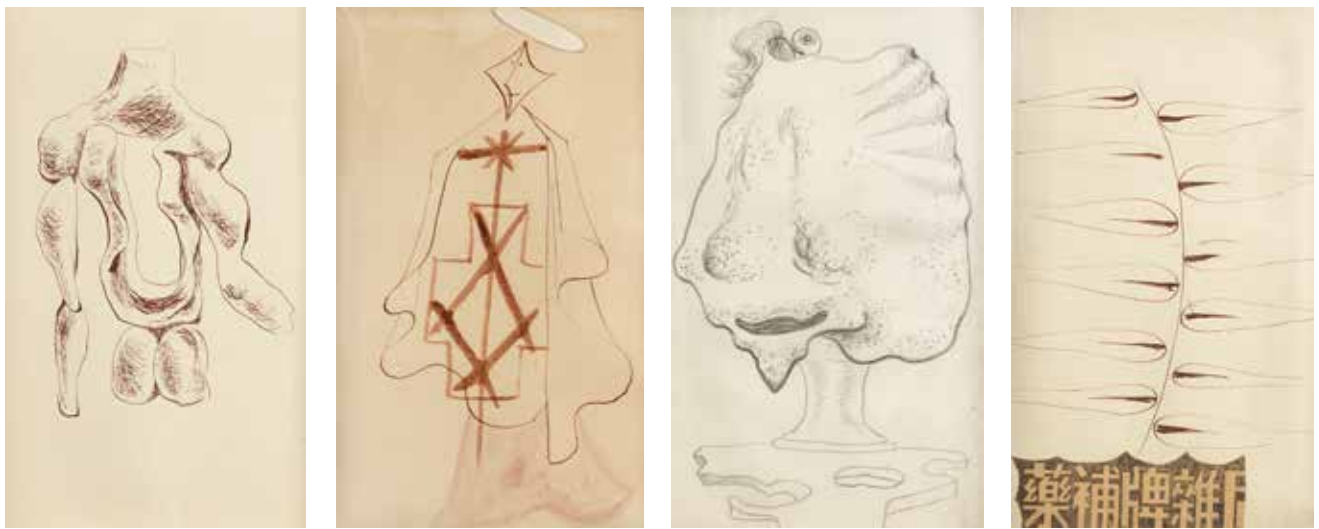
\$1,400 - 2,100

We are grateful to Dr. Silvano Levy for compiling this catalogue entry.

John Banting became part of the Bloomsbury set in 1925 and made designs for Virginia Woolf's Hogarth Press. His leftist political leanings led him to form a relationship with Nancy Cunard whose politics he adopted. With Cunard, Banting made a stand against racial prejudice and the two went to Spain during the Civil War for three months to witness the devastation wreaked by the Nationalists. Banting was drawn towards Surrealism and was invited by Marcel Duchamp to contribute to the *Exposition Internationale du Surréalisme*, in Paris in 1938.

The works offered here reveal the two facets of Banting's work. On the one hand he demonstrates a playful take on the minutiae of the natural world – the analogy between the patterns formed by the scales of fish and the marbling of book endpapers, the faces that can be imagined in the forms of a seashell. On the other hand, he portrays Nature as imbued with potential aggression and malevolence. Skulls, for him, lay bare the violent natural weaponry that lies just below the seemingly innocuous facades of both animals and humans. The confrontation in one of the works here is between a humanoid and an ovine. Each bears its threatening sharp teeth at the other. Banting saw Fascism and National Socialism as similarly intrinsically belligerent.





55 AR

JOHN BANTING (1902-1972)

Two figures; with four other works

mixed media on paper

21 x 13.3 cm (8 1/4 x 5 1/4 in). (and similar)

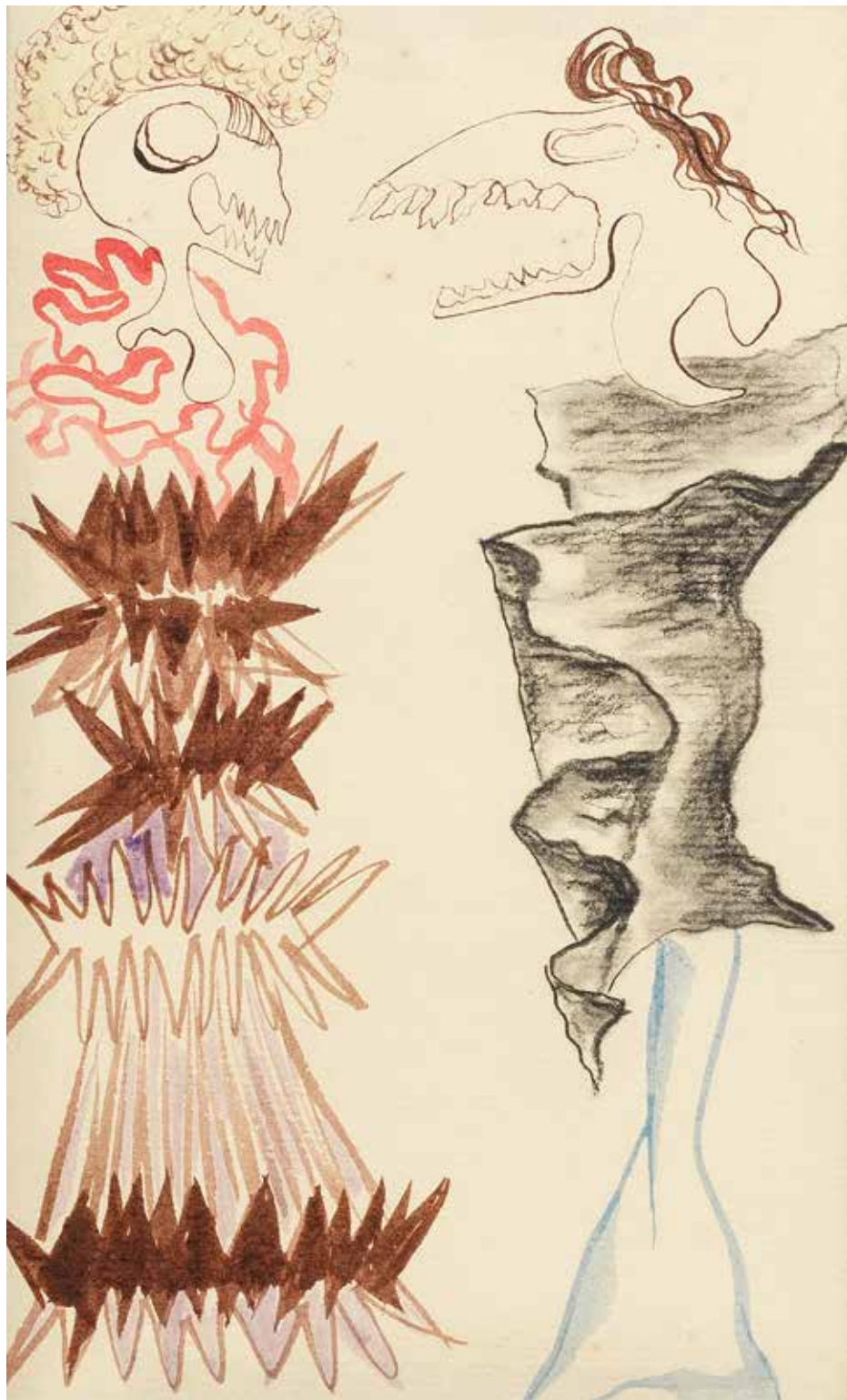
In four frames, one double-sided (4)

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100

We are grateful to Dr. Silvano Levy for compiling this catalogue entry.



56 * AR

MARCEL JEAN (1900-1993)

Le drapeau noir

signed and dated 'Marcel Jean – 68 - 72' (lower left); signed, titled and dated 'Marcel Jean, 'Le Drapeau noir', 1968 - 72' (on the reverse)

oil and decalcomania on canvas

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

Painted in 1968-1972

£3,000 - 5,000

€3,500 - 5,800

\$4,200 - 7,000

Provenance

Anon. sale, Tajan, Paris, 26 October 2009, lot 309.

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

Exhibited

Paris, Galerie Françoise Tournié, *Marcel Jean*, 1973, no. 15 (later travelled to Carennac).



57 *

GUNTHER GERZSO (1915-2000)

La Isla

signed and dated 'Gerszò 45.' (lower right)

oil and enamel paint on board laid on board

56.2 x 70.8cm (22 1/8 x 27 7/8in).

Painted in 1945

£25,000 - 35,000

€29,000 - 41,000

\$35,000 - 49,000

Provenance

Estate of Luis Lindau, Mexico City.

Thence by descent to Juan Lindau, Colorado.

Acquired from the above by the present owner in 2008.

Exhibited

Monterrey, Museo de Monterrey, *Exposición retrospectiva de Gunther Gerzso*, January - March 1981.

New York, Mary-Anne Martin Fine Art, *Gunther Gerzso, In His Memory*, 12 October - 11 November 2000, no. 7.

Literature

D. Du Pont, *Risking the Abstract, Mexican Modernism and the Art of Gunther Gerzso*, Santa Barbara, 2003, fig. 27 (illustrated p. 48).

Gunther Gerzso was born in Mexico City to a Hungarian father and a German mother, five years after the birth of the Mexican Revolution, and identified as a *chilango* – a native to Mexico City – throughout his life. After the arrival of André Breton in 1938, Mexico became a sanctuary for the Surrealists – a pre-modern utopia far removed from the ravages of World War II. Exiled *émigrés* such as Remedios Varo, Alice Rahon and Leonora Carrington found fertile creative ground in Mexico's seductive landscapes and rich Pre-Columbian mythologies. Gerzso joined this circle of exiles in 1943, gathering regularly at the home of Varo and Benjamin Péret to share notes on painting and play Surrealist parlour games such as *Exquisite Corpse*.

La Isla exemplifies Gerzso's Surrealist interest in anthropomorphising ancient landscapes, distilling their eerie beauty with the spiritual incantations of his brushwork. A spectacle of unruly terrain, the island appears to breathe and swell, its life force charged by the flowing tides and currents that envelop it. Abstracted humanoid figures appear to sprout from the upper-left quadrant, sheltering beneath a spiralling, geometric structure. Gerzso's energetic layering of cool grey, teal and azure over earthen tones invokes fertility and abundance, while the glossy sheen of the enamel paint is a fitting vessel for *La Isla*'s geological and crystalline forms. Gerzso's use of enamel was motivated by social realist painters like David Alfaro Siqueiros, who used industrial paints to generate 'art for the people', whilst his thick black outlines and piercing, vivid forms echo the zeals of Mexican Muralism.



Kati Horna (1912–2000), Benjamin Péret (left) and Gunther Gerzso (right) at Leonora Carrington and Chiki Weisz's wedding, 1946.



58 AR

CONROY MADDOX (1912-2005)

Condottiere

signed and dated 'Conroy Maddox /, 40' (lower right)

gouache on paper

51.5 x 32.9 cm (20 1/4 x 13 in).

Executed in 1940

£1,500 - 2,000

€1,700 - 2,300

\$2,100 - 2,800

Provenance

J.P.L. Fine Arts, London.

Private collection, UK.

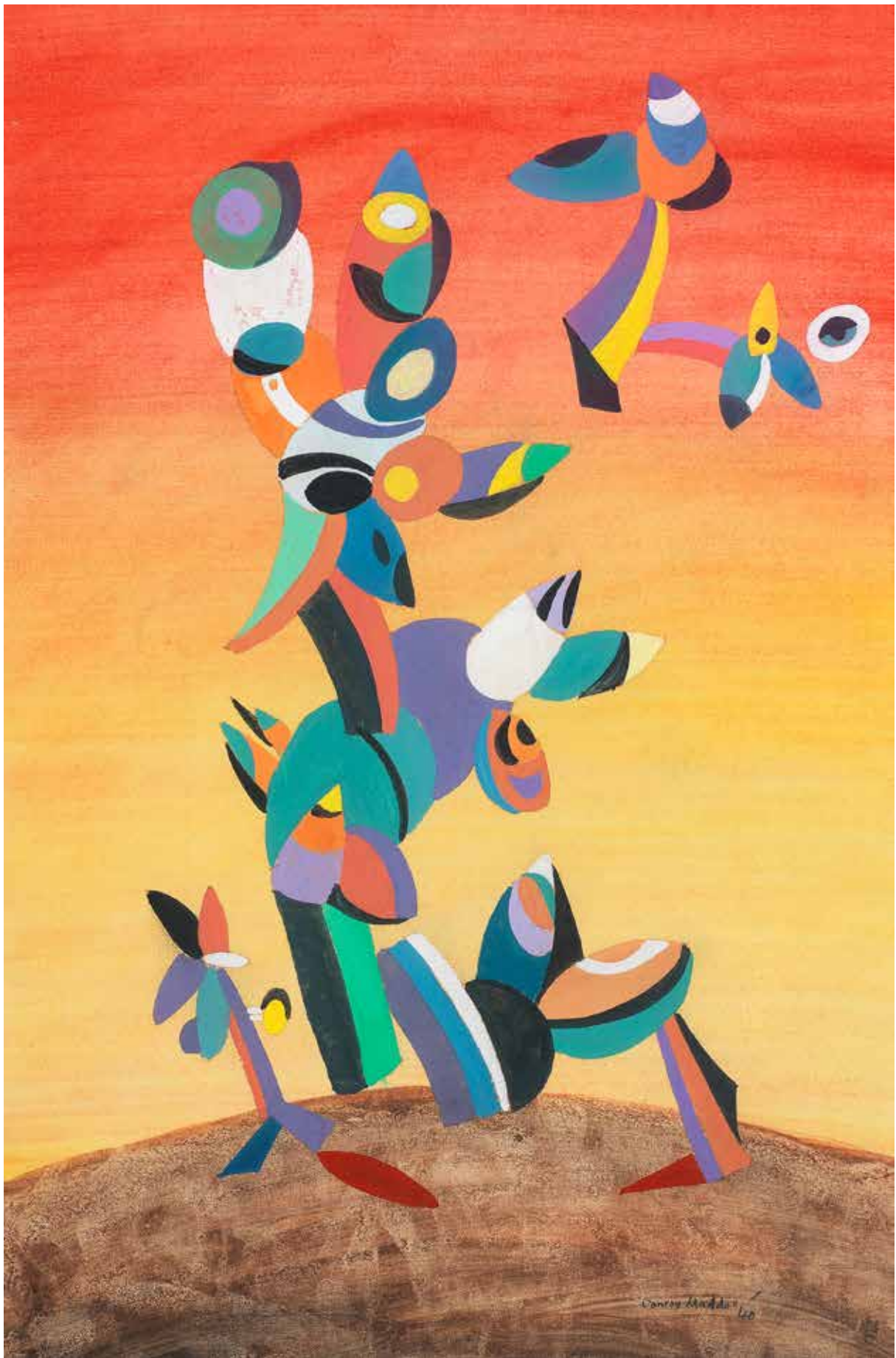
Exhibited

London, Holsworthy Gallery, *The Surrealist Eye, Conroy Maddox*, 10 - 27 September 1980, no. 40.

London, Blond Fine Art, *Conroy Maddox, Gouaches of the 1940s*, 29 March - 28 April 1984, no. 19.

The year 1940 was one of high visibility for Maddox. He had been an official member of The Surrealist Group in England for two years and was then exhibiting at the Zwemmer Gallery. A year earlier he had exhibited at the Lucy Wertheim Gallery, Birmingham Museum and Art Gallery, Guggenheim Jeune, the London Gallery and the City of Birmingham Museum and Art Gallery. Seemingly as a gesture of defiance, his works took on a playful and jovial tone at the outbreak of war. This comical humanoid figure is given the title 'condottiere', the Italian for mercenary soldier. The satirical allusion to Benito Mussolini is thinly disguised.

We are grateful to Dr. Silvano Levy for compiling this catalogue entry.



PROPERTY FROM THE COLLECTION OF DAVID RAYMOND

59 *AR

ROGER PARRY (1905-1977)

Le Tas de Sable, 1929

Gelatin silver print, printed 1929, credit and date in pencil on the verso.

21.6 x 16.5cm (8 1/2 x 6 1/2in)

£4,000 - 6,000

€4,600 - 7,000

\$5,600 - 8,400

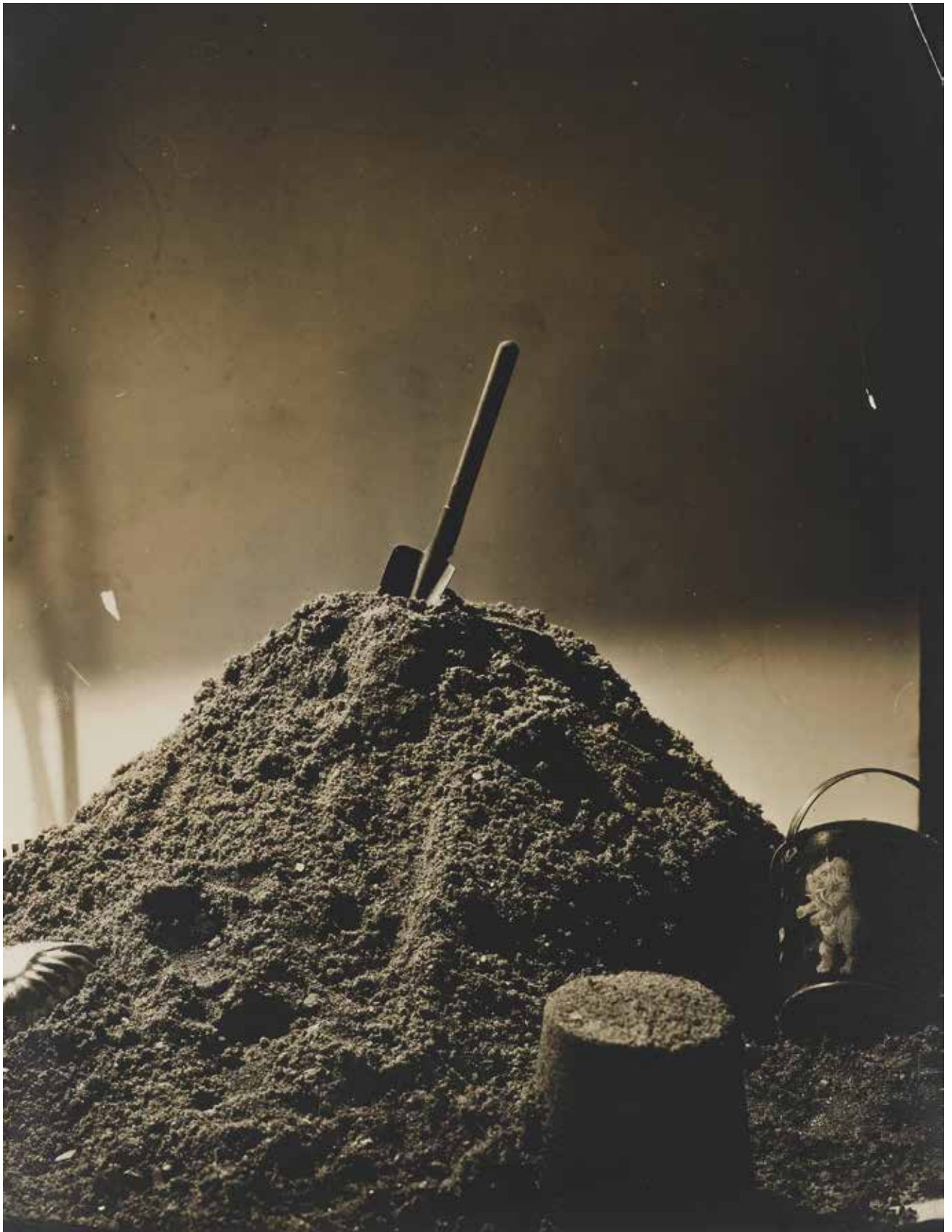
Provenance

Madeline Parry Collection, Paris.

David Grob Collection, London.

Zabriskie Gallery, New York.

Private collection, North Carolina.



60^{AR}

ATTRIBUTED TO ANTON GIULIO BRAGAGLIA (1890-1960)

Decor, 1923

vintage silver gelatin print, manuscripted caption on the back.

16.3 x 13cm (6 7/16 x 5 1/8in)

£800 - 1,200

€930 - 1,400

\$1,100 - 1,700



61 •

MINOTAURE

Minotaure. Revue artistique et littéraire, No. 1-13 (complete) bound in 3 vol., *edited by André Breton and Pierre Mabille, numerous plates (some colour, some tipped-in) and illustrations, lacks first 3 leaves of issue no. 8, modern vellum-backed boards, gilt lettered "Minotaure" on spine, publisher's pictorial wrappers bound in (lacking lower cover of no. 2, small loss to upper cover of no. 8), 4to (302 x 240mm.), Paris, Albert Skira, 1933-1939*

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100

Co-edited by André Breton, *Minotaure* was an expensively produced journal, which whilst 'not exclusively Surrealist in orientation, was faithful to the Surrealist spirit. The periodical's appeal for the mainstream art public gained wider recognition for the movement, especially with its feature articles on architecture, not commonly found in other Surrealist publications' (Guggenheim, website). Each issue has an artist-designed cover, including designs by Picasso, Miró, Duchamp, Magritte, Ernst, Masson, Matisse, and Diego Rivera.

62 *

MARGARET BOURKE-WHITE (1904-1971)

Untitled (Spiders)

Gelatin silver print, credit stamp on the verso.

34 x 25.1cm (13 3/8 x 10in)

sheet 35.5 x 28cm (14 x 11in)

£1,200 - 1,800

€1,400 - 2,100

\$1,700 - 2,500

Provenance

Steven Leiber, San Francisco.



63 •

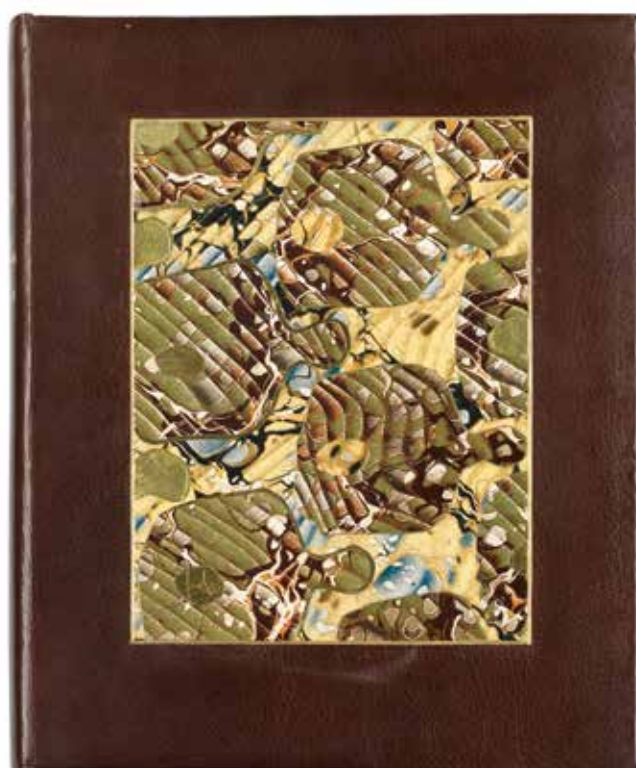
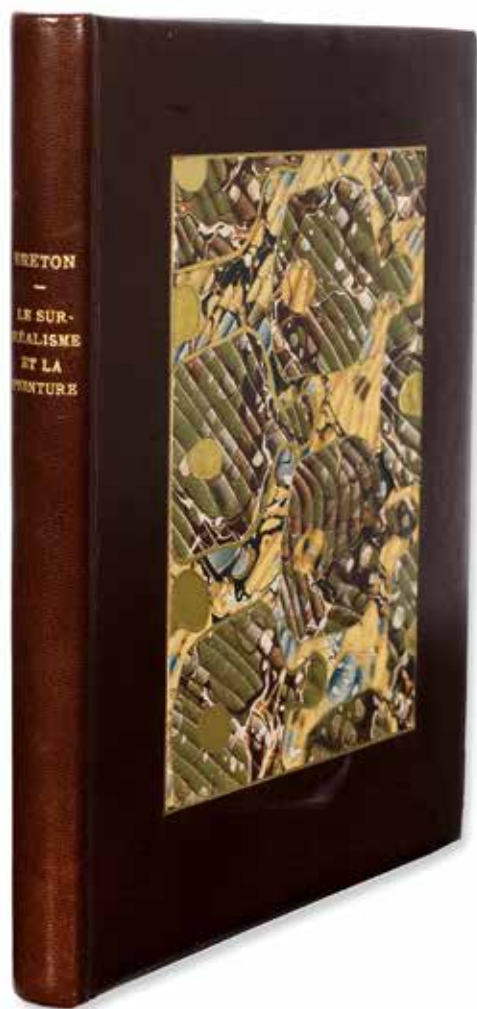
ANDRÉ BRETON

Le surréalisme et la peinture, FIRST EDITION, 77 photographic plates after Ernst, de Chirico, Miro, Picasso, Man Ray, Braque, Arp, Picabia, Masson and Tanguy, modern crushed morocco, sides with single fillet gilt panel border enclosing onlaid marbled paper design with figural gilt and marbled paper shapes pasted on, gilt lettered on spine, marbled endpapers, publisher's printed green wrappers bound in, housed in morocco slipcase, 4to (245 x 185mm.), Paris, Nouvelle Revue Française, Librairie Gallimard, 1928

£1,500 - 2,000

€1,700 - 2,300

\$2,100 - 2,800



64 •

DOROTHEA TANNING

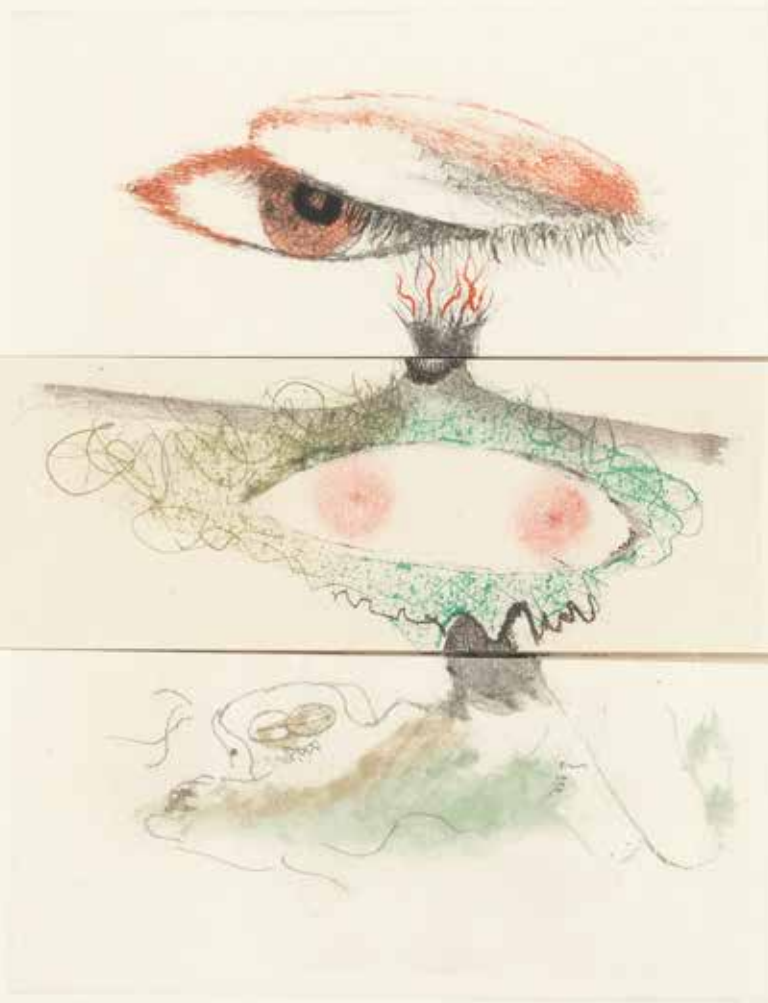
LECLERQ (LENA) Personne, NUMBER 16 OF 65 COPIES ON ARCHES, *from a total edition of 91, signed by the artist and poet, 9 coloured etched plates of "figures fluides", the first 8 divided into three to form interchangeable heads, torsos and legs, original cloth, spine slightly faded and label a little rubbed, slipcase, 4to, Paris, Georges Visat, 1962*

£3,000 - 4,000

€3,500 - 4,600

\$4,200 - 5,600

Dorothea Tanning adapts the 1920s and '30s Surrealist game known as "exquisite corpse" - a collaborative activity in which each individual would add to a drawing or text without seeing the contributions of the other participants. The surprising results were thought to reveal the subconscious.





PROPERTY FROM A PRIVATE UK COLLECTION

65 AR

YVES KLEIN (1928-1962)

Le Saut dans la vide, 1960

Gelatin silver print, flush-mounted on aluminium.

104.6 x 79.6cm (41 5/16 x 31 1/2in)

£3,000 - 5,000

€3,500 - 5,800

\$4,200 - 7,000

Provenance

Galerie Imbert, Paris.

Private collection, UK (acquired *circa* 1997).



66 ^{AR}

FRANÇOIS KOLLAR (1904-1979)

Untitled (Photomontage), c. 1930

Gelatin silver print, credit stamp on the verso.

29.8 x 23.8cm (11 3/4 x 9 3/8in)

£1,000 - 1,500

€1,200 - 1,700

\$1,400 - 2,100

67 * AR

MAURICE HENRY (1907-1984)

La visite du vampire

signed and dated 'Maurice Henry, 35.' (lower right), titled 'La visite du vampire' (upper centre) and extensively inscribed (throughout)

collage and pen and ink on card

29.8 x 22.1cm (11 3/4 x 8 11/16in).

Executed in 1935

£600 - 800

€700 - 930

\$840 - 1,100

Provenance

Galleria Martini & Ronchetti, Genova, no. 1107.

Galleria D'Arte Bergamo, Bergamo.

Private collection, Italy (acquired from the above).

Exhibited

Busto Arsizio, Galleria d'arte Moderna Palazzo Bandera, *Maurice*

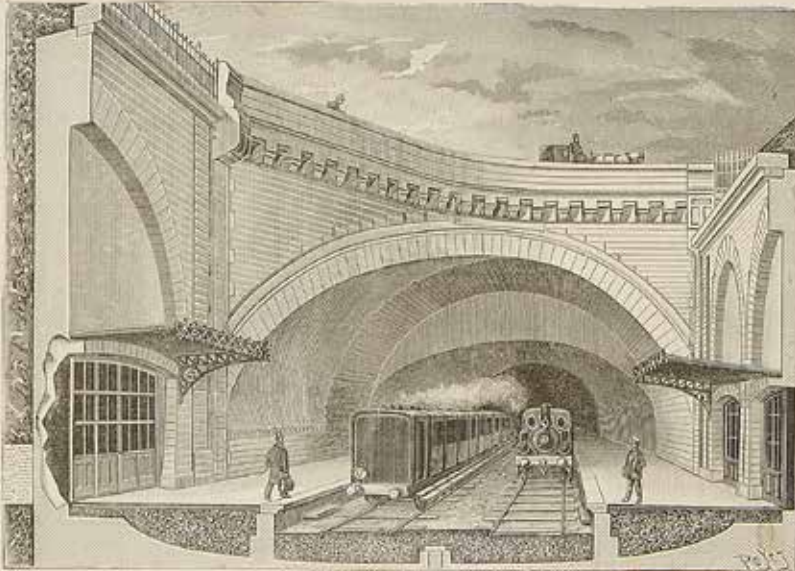
Henry, 17 October 1992 – 10 January 1993, no. 132.

- La visite du vampire -

Quand le désert s'en mêle
le sang circule plus vite dans le martèlement des lions



Un divorce est plus rouge qu'une bicyclette
tant que l'os tient solidement au corps de garde



Mais si tu découpes dans les roseaux la silhouette de mes lèvres
je nouerai pour toi les vagues de l'encrier



maurice henry
351.

68

ALBERTO GIACOMETTI (1901-1966)

Etudes

ballpoint pen on newspaper

59.5 x 42.6cm (23 7/16 x 16 3/4in).

Executed *circa* September 1960

£12,000 - 18,000

€14,000 - 21,000

\$17,000 - 25,000

The work is registered in the Foundation Giacometti archives with the number AGD 3994.

Provenance

Private collection, France.

Anon. sale, Tajan, Paris, 15 May 2019, lot 234.

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

69

ALBERTO GIACOMETTI (1901-1966)

Objets mobiles et muets (Lust 1; Kornfeld 124)

Lithograph, 1952, on watermarked Marais wove paper, signed and numbered 6/30 in pencil, printed by Atelier Mourlot, published by Gualtieri di San Lazzaro, Paris, the full sheet with a deckle edge at right and below, with time staining, the paper toned

Image 276 x 430mm. (10 7/8 x 16 7/8in.);
Sheet 329 x 504mm. (13 x 19 7/8in.)

£3,000 - 5,000

€3,500 - 5,800

\$4,200 - 7,000

Objets mobiles et

Toutes les choses - près loin, toutes celles qui
sont passées et les autres devant qui



bougent et mes amis - elles changeant (on
passe tout près - elles sont loin) d'autres
apparaissent, montent, descendent, des



canards sur l'eau, là et là dans l'épave
monte l'écoulement - je dors ici, les fleurs

muets.

de la tapisserie, l'eau d'un robinet mal fermé
les dessins du rideau, mon pantalon sur
une chaise; on parle dans une chambre



plus loin; deux ou trois personnes - de quelle
gare? les locomotives qui s'effacent, il n'y a
pas de gare par ici - on jetait des pierres
d'argile, du haut de la tour de la



me était et profonde, la nuit les mille
braillements obscurément le matin on les
abaissait, elle approchait sa tête de ses oreilles,

Albert Camus

70 AR

SALVADOR DALÍ (1904-1989)

Song of Songs of Solomon (M./L. 468-479; F. 71-17), 1971, the complete portfolio, comprising 12 etchings in colours with stencil and gold dust, each signed in pencil, numbered on the colophon 248/250, on Arches paper (there were also 6 copies on parchment and 44 copies on Japon, both in Roman Numerals, and 20 hors commerce designated A-T), with the blindstamp of the publisher Leon Amiel, New York, printed by Jacques David, Paris, with full margins, folded and loose (as issued), original blue cloth-covered boards and slipcase with cast lead medallion stamped by Hôtel des Monnaies, Avignon, title in green on the leather spine, each etching mounted for framing.

Titles include: King Solomon; The Kiss; The Shepherd; The King's Train; The Dovelike Eyes of the Bride; The Bridegroom Leaps upon the Mountains; The Beloved Looks Forth Like a Roe; The Beloved is as Fair as a Company of Horses; Thou art Fair, My Love, and Thy Breasts; The Beloved Feeds Among the Lilies; The Fruits of the Valley; Return, O Shulamite, *each 29.8 x 24.8cm (11 3/4 x 9 3/4in).* (sheets 65.4 x 50.2cm)

(12 works)

£6,000 - 8,000

€7,000 - 9,300

\$8,400 - 11,000



71 AR

FRITZ SCHWIMBECK (1889-1972)

Man bringt Dir Glück

signed with the artist's monogram 'FS.' (lower right); titled and dated
'Man bringt Dir Glück. 18.III.1913.' (on the reverse)

brush, pen and India ink on paper

27.8 x 20.4cm (10 15/16 x 8 1/16in).

Executed on 18 March 1913

£1,200 - 1,800

€1,400 - 2,100

\$1,700 - 2,500

Provenance

Mrs. Zucke Collection, Vienna.

Acquired from the above by the previous owner (in the late 1960s);
their sale, Christie's, London, 24 June 2010, lot 116.

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



Credits & Acknowledgment

Front cover

Leonora Carrington (1917–2011)
Operation Wednesday, 1969
oil and tempera on board
Private collection, US.
Artwork: © Estate of Leonora Carrington, DACS 2021

Lot 1

Daniel Frasnay (b. 1928)
René Magritte standing behind the glass door of his house in Brussels, 1967
photograph
Private Collection.
Photo: © Daniel Frasnay / akg-images

René Magritte (1898–1967)
The Listening Room, 1958
oil on canvas
Private collection.
Photo: © Christie's Images / Bridgeman Images
Artwork: © René Magritte, DACS 2021

Giorgio de Chirico (1888–1978)
The Song of Love, 1914
oil on canvas
Museum of Modern Art, US.
Photo: © Bolin Picture Library / Bridgeman Images
Artwork: © Giorgio de Chirico, DACS 2021

Lot 5

Kati Horna (1912 - 2000)
Untitled, from the series Oda la necrofilia, 1962
gelatin silver print
Private collection, UK.
Photo: © Ana María Norah Horna y Fernández, 2005

Kati Horna (1912–2000)
Leonora Carrington and Chiki Weisz on their wedding day, 1946
photograph
Archivo Privado de Foto y Gráfica Kati y José Horna, A.C., Mexico.
Photo: © Ana María Norah Horna y Fernández, 2005

Leonora Carrington (1917–2011)
The Magical World of the Mayas, 1964
mural
Museo Nacional de Antropología, Mexico.
Artwork: © Estate of Leonora Carrington, DACS 2021

Kati Horna (1912–2000)
Leonora Carrington at her Easel, 1956
photograph
Archivo Privado de Foto y Gráfica Kati y José Horna, A.C., Mexico.
Photo: © Ana María Norah Horna y Fernández, 2005

Terracotta figure of bird-man seated on a throne, Mayan civilisation, 8th Century A.D., Palenque Site Museum, Mexico.
Photo: © akg-images / De Agostini Picture Lib. / G. Dagli Orti

Lot 6

The present work on view during the Dorothea Tanning solo exhibition at the Alexander Iolas Gallery, New York, February – March 1961. Photographer unknown.
Courtesy of Dorothea Tanning Foundation.
Photo: © Dorothea Tanning Foundation

Lot 7

Elsa Schiaparelli and Salvador Dalí, c. 1949. Photographer unknown.
Photo: © Català Roca, Miserachs, Melitó Casals "Meli", Batlles Compte, Oriol Maspons, Carl van Vechten, Philippe Halsman - Halsman Estate
Image Rights of Salvador Dalí reserved. Fundació Gala-Salvador Dalí, Figueres, 2021

Sandro Botticelli (1445–1510)
Primavera, c. 1482
tempera on wood
Galleria Degli Uffizi, Italy.
Photo: © akg-images / Nimatallah

Salvador Dalí (1904–1989)
Three Young Surrealist Women Holding in their Arms the Skins of an Orchestra, 1936
oil on canvas
Salvador Dalí Museum, US.
Photo: © akg-images
Artwork: © Salvador Dalí, Fundació Gala-Salvador Dalí, DACS 2021

Salvador Dalí presenting his *Venus de Milo with Drawers* at an exhibition in Tokyo, 9 May 1964. Photographer unknown.
Photo: © AGIP / Bridgeman Images / Català Roca, Miserachs, Melitó Casals "Meli", Batlles Compte, Oriol Maspons, Carl van Vechten, Philippe Halsman - Halsman Estate
Artwork: © Salvador Dalí, Fundació Gala-Salvador Dalí, DACS 2021

Salvador Dalí and Sheila Legge's performance piece from the opening of the London International Surrealist Exhibition, 1936. Photographer unknown.
Artwork: © Salvador Dalí, Fundació Gala-Salvador Dalí, DACS 2021

Lot 11

Leonor Fini (left) and Carol Curci (right) at the rue de la Vrillière, Paris, 1977.
Courtesy of Carol Curci, US.

Lot 15

Bob Towers
Max Ernst and Dorothea Tanning playing chess, c. 1951
photograph
Courtesy of Dr. Jürgen Pech, Max Ernst Museum Brühl des LVR, Germany.
Photo: © Bob Towers, 1951 / Dr. Jürgen Pech

Florence Homolka (1911–1962)
Dorothea Tanning, Max Ernst, Man Ray and Juliet Browner, 1946
photograph
Courtesy of Homolka Center, US.
Photo © Florence Homolka / The J. Paul Getty Museum, United States

Patrick Waldberg, Groucho the dog, Dorothea Tanning, Max Ernst, Teeny Duchamp, Line Waldberg, Marcel Duchamp and Martha Springer. Seillans, France, 1966.
Photographer unknown.
Courtesy of Dorothea Tanning Foundation.
Photo © Dorothea Tanning Foundation, US.

Lot 17

Hermann Landshoff (1905–1986)
Peggy Guggenheim with artists in exile at her New York City apartment, c. 1942
Left to right, bottom row: Stanley William Hayter, Leonora Carrington, Frederick Kiesler, Kurt Seligmann. Middle row: Max Ernst, Amédée Ozenfant, André Breton, Fernand Léger, Berenice Abbott. Top row: Jimmy Ernst, Peggy Guggenheim, John Ferren, Marcel Duchamp, Piet Mondrian.
photograph
Münchener Stadtmuseum, Germany.
Photo: © bpk Berlin / Münchener Stadtmuseum, Sammlung Fotografie / Archiv Landshoff

Max Ernst (1891–1976)
Orobos, 1942
oil on canvas
Private collection.
Photo: © Christie's Images / Bridgeman Images

Lee Miller (1907–1977)
Max Ernst and Dorothea Tanning in Oak Creek Canyon, Sedona, Arizona, 1946
photograph
Lee Miller Archives, UK.
Photo: © Lee Miller Archives, 2021

Lot 24

Salvador Dalí modelling his *Dios Solar Emergiendo*, 1975. Photographer unknown.
Photo: © Català Roca, Miserachs, Melitó Casals "Meli", Batlles Compte, Oriol Maspons, Carl van Vechten, Philippe Halsman - Halsman Estate
Image Rights of Salvador Dalí reserved. Fundació Gala-Salvador Dalí, Figueres, 2021
Artwork: © Salvador Dalí, Fundació Gala-Salvador Dalí, DACS 2021.

Lot 57

Kati Horna (1912–2000)
Benjamin Péret (left) and Gunther Gerzso (right) at Leonora Carrington and Chiki Weisz's wedding, 1946.
Archivo Privado de Fotos y Gráfica Kati y José Horna, Mexico.
Courtesy of Ana María Norah Horna y Fernández
Photo: © Ana María Norah Horna y Fernández 2005

Back cover

Leonor Fini (1907–1996)
La Leçon d'acupuncture, dit aussi Le Traitement (Les Leçons), 1972
oil on canvas
Private collection, US.
Artwork: © ADAGP, Paris and DACS, London 2021

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BARRY FLANAGAN (1941-2009)

Harebell on Portland stone piers, 1983
289.5 x 246.3 x 172.7 cm. (114 x 97 x 68 in.)
£300,000-500,000

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YAYOI KUSAMA (B. 1929)

Mississippi River, 1960

oil on canvas

23 3/4 x 28 1/4 in. (60.3 x 71.7 cm.)

US\$3,000,000 - 5,000,000

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PABLO PICASSO (1881-1973)

Femme au béret mauve
oil on canvas
16 1/8 x 13 in (41 x 33 cm)
Painted on March 27, 1937
\$10,000,000 - 15,000,000



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

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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*.

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

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

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

Bidding through an agent

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

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

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

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

Bonhams undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at Bonhams auctions or vice versa.

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% of the *Hammer Price* on the first £10,000; plus
25% of the *Hammer Price* from £10,001 and up to £450,000; plus
20% of the *Hammer Price* from £450,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

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 padfile number and invoice number as the reference. Our *Account* details are as follows:

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

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

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

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

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

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

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

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

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

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department. We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the

Sale of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary.

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 DEFFRA 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 <i>Expenses</i> relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details. |
| ○ | The <i>Seller</i> has been guaranteed a minimum price for the <i>Lot</i> , either by <i>Bonhams</i> or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on |

- a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

BUYERS SALE CONTRACT WITH SELLER

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 WARRANTIES AND 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 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
- 2.1.6 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 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 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

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
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
- 9 FORGERIES**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the *Sale of Goods Act 1979* and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY**
- 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.
- 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 (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) 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 for Sale* the *Lot* corresponds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"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.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

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.

Data protection – use of your information

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

Notice to Bidders.

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

If successful

I will collect the purchases myself ☐

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

Sale title: The Minds Eye: Surrealist Sale	Sale date: New Bond Street, London
Sale no. 26638	Sale venue: 25 March 2021
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 £200 - 500by 20 / 50 / 80s £500 - 1,000by 50s £1,000 - 2,000by 100s £2,000 - 5,000by 200 / 500 / 800s £5,000 - 10,000by 500s £10,000 - 20,000by 1,000s £20,000 - 50,000by 2,000 / 5,000 / 8,000s £50,000 - 100,000by 5,000s £100,000 - 200,000by 10,000s above £200,000at the auctioneer's discretion	
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)	
Address	
	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="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/>

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 ★

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

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER'S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.	
Bidder/Agent's (please delete one) signature:	Date:

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

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

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

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

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

UK/08/19

Index of Artists

ARTISTS	LOTS
A	
Arp, Jean (Hans)	45
Atget, Eugène	40
B	
Banting, John	54, 55
Bayer, Herbert	39
Bing, Ilse	42
Bourke-White, Margaret	62
Bragaglia, Attributed To Anton Giulio	60
Breton, André	61, 63
C	
Carrington, Leonora	5, 22
D	
Dalí, Salvador	7, 24, 26, 70
Delvaux, Paul	34, 35, 36, 37, 38
E	
Ernst, Max	14, 15, 16, 17, 18, 19, 21
F	
Fini, Leonor	3, 4, 10, 11, 12, 13
G	
Gerzso, Gunther	57
Giacometti, Alberto	68, 69
H	
Henry, Maurice	32, 67
Horna, Kati	49
Horst, Horst P.	2, 20, 25
Hugnet, Georges	29, 30

ARTISTS	LOTS
J	
Jean, Marcel	52, 53, 56
K	
Klein, Yves	65
Kollar, François	66
M	
Maddox, Conroy	58
Magritte, René	1, 27
Man Ray	41, 46, 48, 50, 51
Mesens, Édouard Léon Théodore	28
Molinier, Pierre	33
P	
Parry, Roger	59
Picabia, Francis	43, 44
R	
Rahon, Alice	8, 9
Rohde, Werner	47
S	
Schwimbeck, Fritz	71
T	
Tabard, Maurice	31
Tanning, Dorothea	6, 64
Tunnard, John	23



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