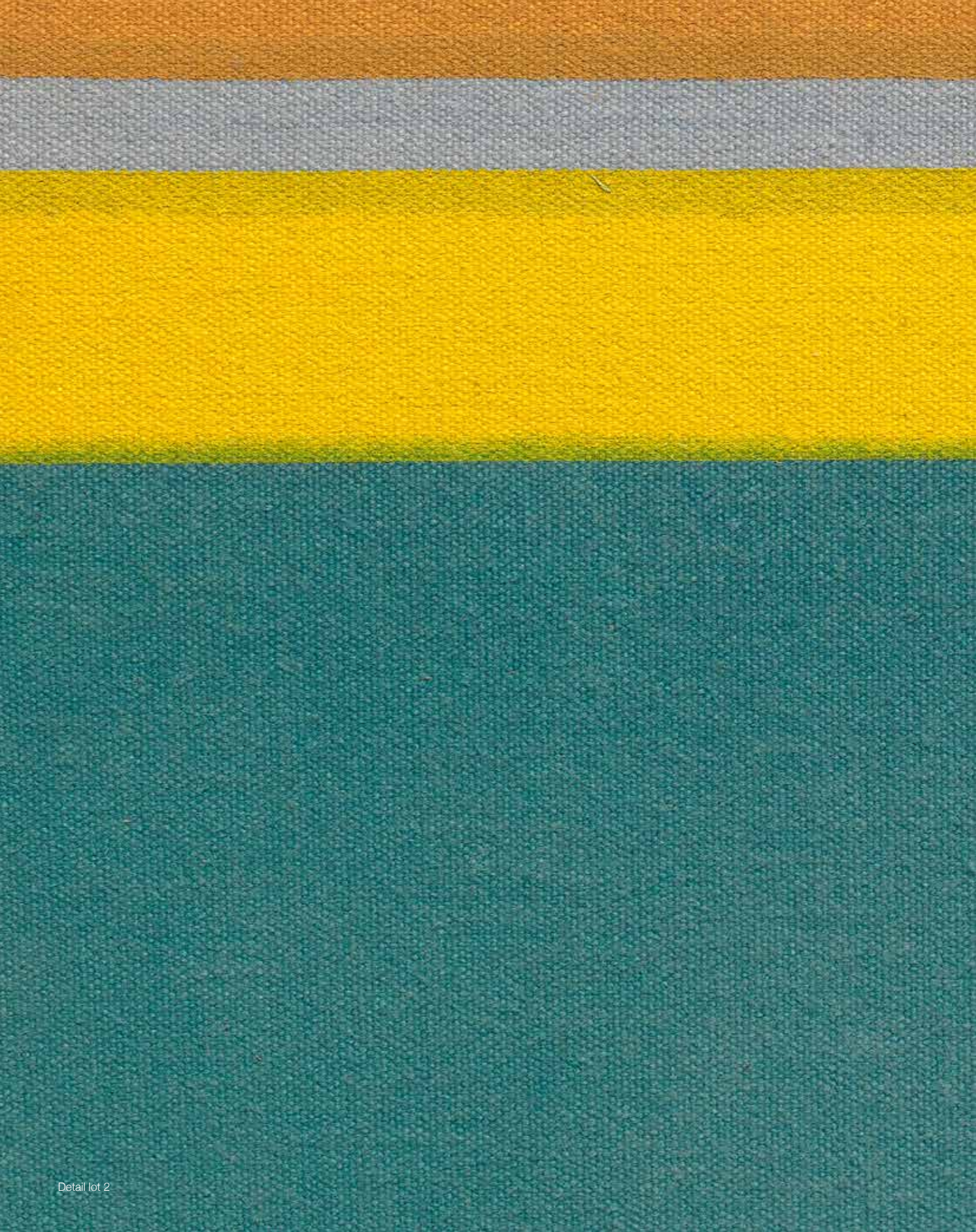


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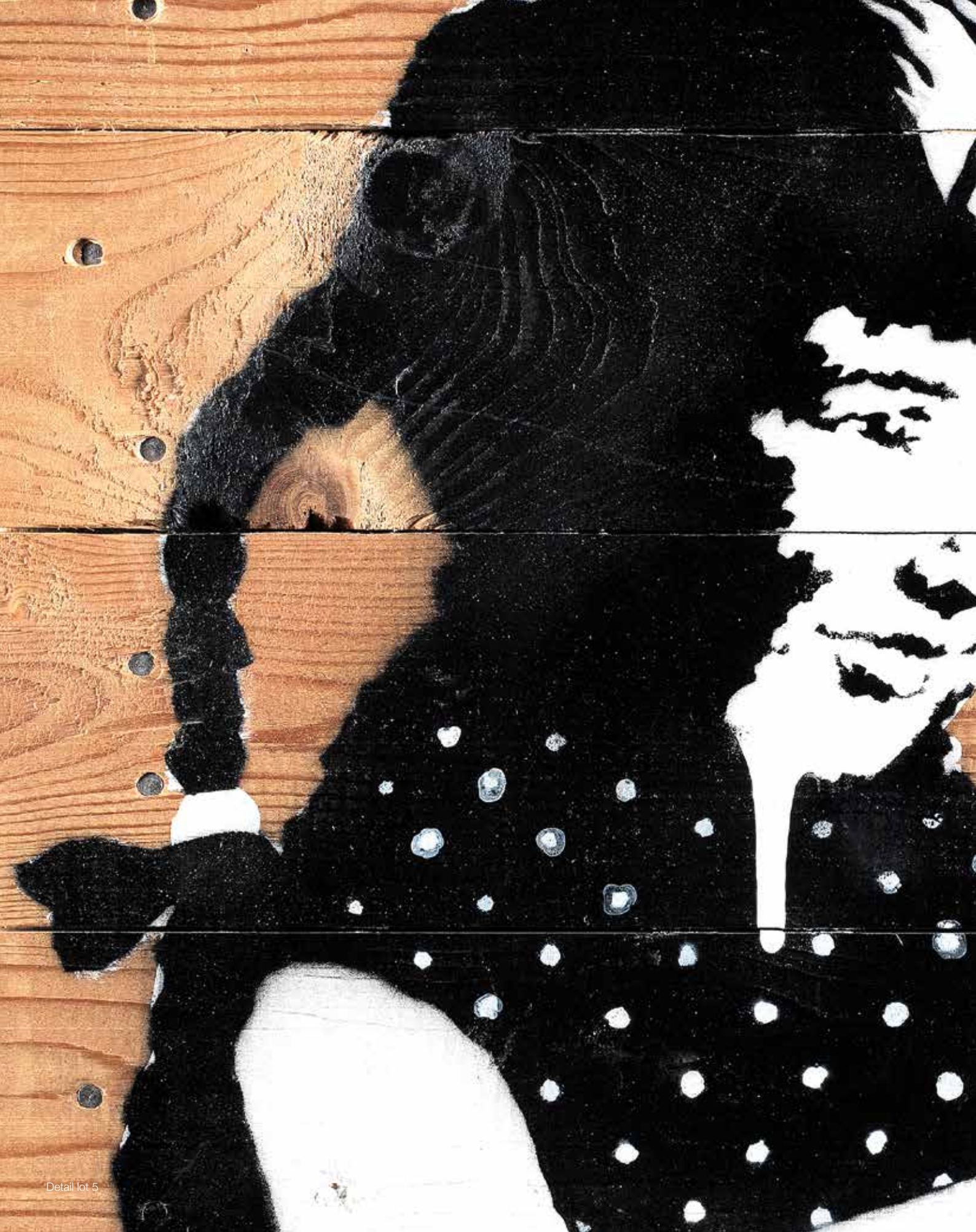


Post-War & Contemporary Art

New Bond Street, London | 24 March 2021















Post-War & Contemporary Art

New Bond Street, London | Wednesday 24 March 2021 at 5pm

BONHAMS

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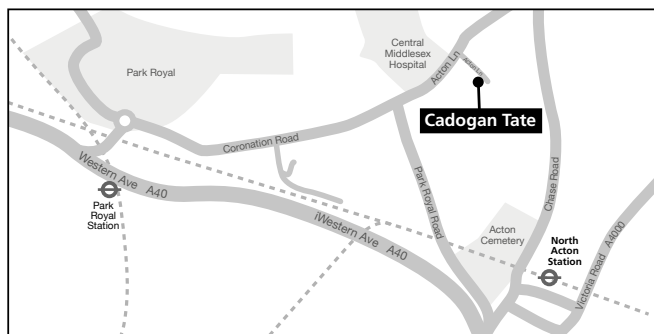
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Post-War & Contemporary Art

Lots 1 - 31



Lots 26, 28 & 30

1 *

CY TWOMBLY (1928-2011)

Flowers

circa 1965

signed on the reverse
crayon and pencil on paper

30.6 by 21 cm.
12 1/16 by 8 1/4 in.

This work was executed *circa* 1965.

£30,000 - 50,000

US\$42,000 - 70,000

€35,000 - 58,000

This work is registered in the archives of the *Cy Twombly Foundation* as memorabilia.

Provenance

Private Collection, Rome

Private Collection, Rome (by descent from the above)

Sale: Aste Bolaffi S.p.A., *Arti del Novecento*, 7 November 2017, Lot 273

Acquired directly from the above by the present owner



Detail of the signature on the reverse



2 *

KENNETH NOLAND (1924-2010)

Return

1970

signed, titled and dated 1970 on the reverse
acrylic on canvas

102 by 244 cm.
40 3/16 by 96 1/16 in.

£150,000 - 200,000
US\$210,000 - 280,000
€170,000 - 230,000

Provenance

Kasmin Limited, London (no. 3749)
Knoedler Gallery, London (no. 03359)
The Earl of Pembroke, UK
Stephen Haller Gallery, New York
Nancy and John Poyner Collection, USA
Sale: Christie's New York, *Post-War & Contemporary Morning Session*, 13 November 2013, Lot 146
Private Collection, Turkey
Acquired directly from the above by the present owner

Exhibited

London, Kasmin Limited, *Kenneth Noland: New Paintings*, 1970
Birmingham, Birmingham Museum of Art, 1992 - 2013, work on loan to the museum

Literature

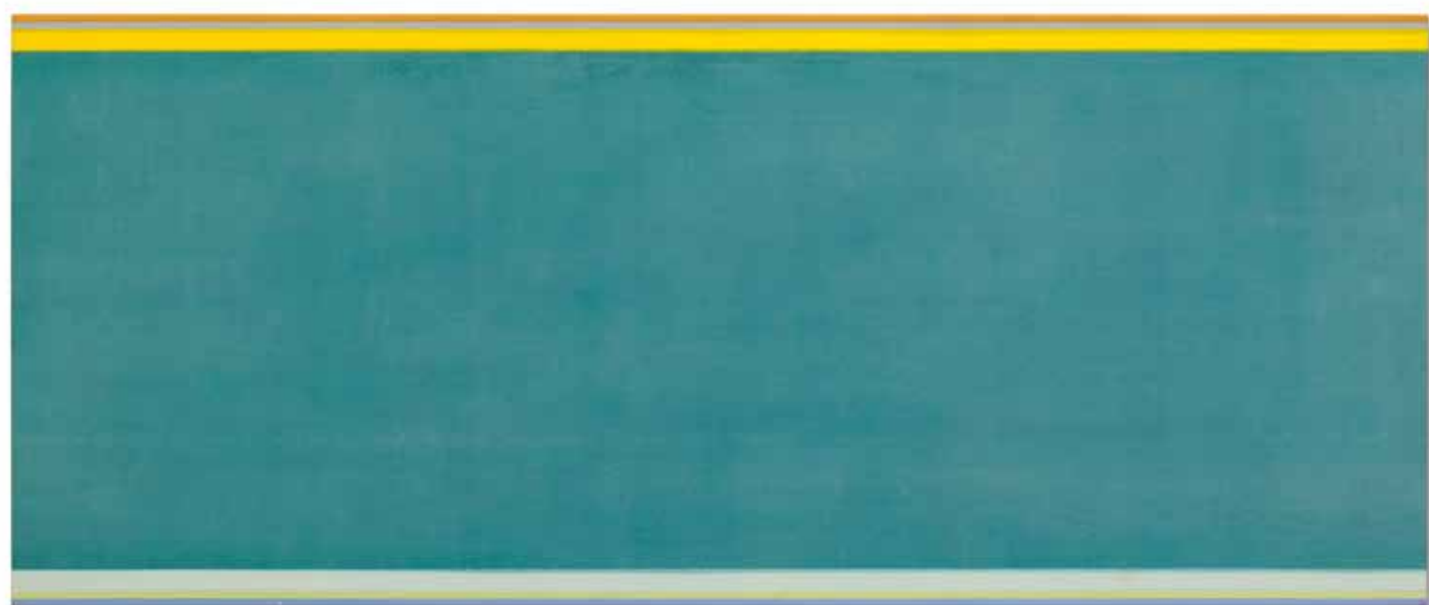
London, Kasmin Limited and Waddington Galleries, *Kenneth Noland: New Paintings*, 1970, n.p., illustrated in colour

Monumental and serene, the aqueous expanse of Kenneth Noland's 1970 painting *Return* belies the richness and subtle beauty of its surface, whose sharp minimalism is held in equilibrium by the artist's masterful command over his colours and technique. A museum-quality painting by one of the most significant and celebrated painters of the late Modernist period, it is in the present work that we see Noland's mature style at its best; a visual symphony of unrepeatable simplicity, and one of the most accomplished 'stripe' paintings that Noland began to produce at the end of the 1960s.

Noland's practice stands at the inflexion point between Modern and Postmodern painting. One of the last true pioneers of colour field painting that was ascendant in the New York School in the 1950s, his paintings expanded the colour theories of Josef Albers and the systems of the Bauhaus School, assimilating the automatic and expressive relationship to picture-making that had been championed by Noland's friend and patron,

Clement Greenberg; what culminated is a body of work whose legacy endures as the quintessence of American *Minimalism*.

In tandem with his abundant ties to the New York avant-garde of the mid-century, Noland developed his style out of much more worldly soil, consistently nodding to the likes of Paul Klee and Piet Mondrian as his touchstones; European artists who engaged deeply with the spirituality of abstraction over the significance of the picture plane. Mondrian's words offer a lens through which to read Noland's *Return*: 'what captivated us at first does not hold us afterwards. If one has loved the surface of things for a long time, one will finally look for something more. This "more," however, is already present in the surface one wants to go beyond [...] it is as we regard the surface that the inward image takes shape in our souls. This is the image we are to represent' (Piet Mondrian cited in: Diane Waldman, 'Kenneth Noland,' in *Kenneth Noland: A Retrospective*, New York 1977, p. 11).





His father, a pilot, engineer and painter, nurtured Noland's interest in the arts from an early age, once recalling the impact of scrutinising Monet's paintings during a visit to the National Gallery of Art in Washington D.C. when he was a teenager. From his formative years to those after his tours of duty, serving in the United States Air Force during World War II, Noland was immersed in a dialogue with contemporary painting. His studying at Black Mountain College under the pupillage of Josef Albers and Ilya Bolotowsky after the war, was followed in 1948 by travels to Paris on the G.I. Bill alongside Ellsworth Kelly, Sam Francis, Jules Olitski and Paul Jenkins, attending classes at the *Académie de la Grande Chaumière* taught by Ossip Zadkine.

By the time of his moving to New York in 1963, after the death of his close friend and collaborator Morris Louis, Noland had absorbed, refined, and constructed a completely novel approach to painting. He was showing regularly with André Emmerich Gallery in New York, and his reputation as a master colourist at the forefront of painterly discourse was in no doubt. As he moved through the 1960s, developing his visual lexicon from 'targets,' to 'chevrons,' to shaped canvases, Noland's dexterity with acrylic – then named Liquitex, a new paint formula of water-soluble plastic – enabled him to modulate his application of colours across the raw cotton canvas with virtuosic skill. What emerged was the apex of the artists minimalist system, confining the narrow clusters of stripes to the top and bottom of the composition. Commenting on these most accomplished of his 'stripe' paintings, Diane Waldman noted that Noland 'appeared to be emptying the centers [sic] of his paintings [...] Colour here is intense but subdued, and Noland counters the effect of its unimpeded lateral sweep by investing the field with texture [...] these paintings represent Noland at his best' (Diane Waldman, *Kenneth Noland: A Retrospective*, New York 1977, p. 34).

Return is one of the most sensitive and breath-taking of these rare 'stripes' to come to market. A painting that is teeming with almost imperceptible details and nuances over a limited palette of brilliantly organic colours, it is testament to the affective force of truly great painting that Noland spent his career devoted to. His influence as the grand master of painterly *Minimalism* endures in art, design, and architecture, and it is hard to view the works of Andreas Gursky, Rosemarie Trockel, or Steven Parrino, for example, without seeing the profound impact Noland had on the gravity of the surface, colour, and composition in contemporary picture-making.

Residing in the collections of international public museums including the Centre Pompidou, Paris, the Los Angeles County Museum of Art, the National Gallery of Art, Washington, D.C., the Tate Gallery, London, and the Tochigi Prefectural Museum of Fine Arts, Japan, Noland's career stands as one of the foremost contributions to art history of the last hundred years. Not only is *Return* one of the most elegant paintings executed by the artist over the course of his life, but it is one of the finest examples of Noland's 'stripe' paintings from a unique and highly acclaimed passage in his oeuvre. Its sale represents an opportunity to acquire one of the finest, museum-quality examples by a hugely significant and collectible blue-chip artist.

Above
Andreas Gursky, *Der Rhein II*, 1999
Tate Collection, London
© Tate
© Courtesy Monika Sprueth Galerie, Koeln / VG Bild-Kunst, Bonn and DACS,
London 2021

Right
Detail of the present work





3

PAUL JENKINS (1923-2012)
Phenomena Cardinal Blessing
 1970-1972

signed
 watercolour on paper

168 by 62 cm.
 66 1/8 by 24 7/16 in.

This work was executed in 1970-1972.

£5,000 - 7,000
US\$7,000 - 9,800
€5,800 - 8,100

Provenance

Gimpel Fils, London
 Acquired directly from the above by the previous owner
 Thence by descent to the present owner



4

PAUL JENKINS (1923-2012)

Phenomena Break Cutlass

1980

signed; signed, titled and dated 1980 on the reverse
acrylic on canvas

198 by 134.7 cm.
77 15/16 by 53 1/16 in.

£15,000 - 20,000
US\$21,000 - 28,000
€17,000 - 23,000

Provenance

Gimpel Fils, London

Acquired directly from the above by the previous owner
Thence by descent to the present owner

Exhibited

London, Gimpel Fils, *Paul Jenkins*, 1980, no.10

5 AR

BANKSY (B. 1975)

Girl With Ice Cream on Palette

2004

tagged; signed and dedicated on the reverse
spray paint and emulsion on wood

59.7 by 50 cm.

23 1/2 by 19 11/16 in.

This work was executed in 2004.

£300,000 - 500,000

US\$420,000 - 700,000

€350,000 - 580,000

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

Provenance

Private Collection, UK (acquired directly from the artist)

Gift from the above to the present owner



As one of the most acclaimed and sensationalist contemporary artists in the world, Banksy's career has garnered a following unlike any other. His political statements and subversive *mise-en-scène* have adorned cities across the globe at vital junctures in recent history, provoking alternative perspectives and fomenting spectacle and theatre in the art world. Banksy has gained unparalleled acclaim for his iconic and anti-establishment street art that is universally recognisable, and his most definitive and enduring works are fiercely sought after by collectors globally.

From his emergent years, Banksy associated with the graffiti subcultures that were abundant across European towns and cities in the 1990s, turning to freehand graffiti as a teenager having been inspired by local artists and the French graffiti artist Blek le Rat. He was a renegade and nomadic phantom, spray-painting and tagging trains and walls before turning his hand to stencilling following a close encounter with the police; enabling him to work quickly and avoid apprehension by the authorities. Unlike many of his graffiti counterparts, whose exaggerated script and cartoon characters had become practically conventional in the modern city, Banksy's bold and iconic stencils combined an astute sense of current affairs, transcendent ideas and a stylised technique that has captured audiences and launched him from outsider street artist to one of the most important political and cultural voices of the twenty-first century.

Girl with Ice Cream on Palette from 2004 is a rare example of Banksy's stencilling style on found material which is not only entirely fresh to the market but also depicts one of the most playful and memorable images from his oeuvre, which first appeared at his major breakthrough exhibition *Turf War* in 2003. Not one to shy away from dark humour and pointed irony, Banksy takes a subject that evokes the fragility and innocence of childhood: a young girl resplendent in her polka-dot dress, her hair tied in plaits with a bow, gleefully holding an ice cream cone. That the cone contains a

fizzing stick of dynamite, however, is Banksy's dramatic punchline and typifies the flavour of his humour; a poignant reflection by the artist on the inevitable disillusionment that accompanies ageing and possible hopes for the future. In common with many of Banksy's most successful works, *Girl with Ice Cream on Palette* intends to shock, yet it also aims to engender thought provoking discourse within a broader socio-political context.

Banksy has repeatedly returned to the motif of childhood in his work, most notably in his *Girl with Balloon*, that appeared on walls in London for the first time in 2002 and was later used in support of social media campaigns such as 'Stand with Syria' in 2014. These images represent a powerful symbol of lost innocence, Banksy reportedly having remarked that parents would do anything for children these days except from letting them be themselves. His deployment of satire as a tool for social commentary is always as funny as it is affecting, and his works bring into question the principles of a culture whose power structures will leave much in the way of financial, environmental, and social reparations to a younger generation. He explores this notion further in his *Jack and Jill* edition print of 2005. The carefree smiles of the children and their easily distinguishable childhood attire are juxtaposed with the bulletproof police vests that encase their slight frames; a sardonic meditation by Banksy on the internalisation of discipline and the stolen innocence of youth, perhaps evocative of Foucault's theory of the internalisation of discipline.

Banksy has solidified his position as one of the most well recognised and sought after street artists of the century having completely transformed graffiti culture. His identity, even after more than twenty years, still remains delightfully anonymous.

Right page
Detail of the present work



6 AR

DAMIEN HIRST (B. 1965)

Beautiful Hours Spin Painting IX

2008

signed, titled and dated 2008 on the reverse; signed on the stretcher
household gloss on canvas

203.2 by 177.8 cm.

80 by 70 in.

£150,000 - 200,000

US\$210,000 - 280,000

€170,000 - 230,000

Provenance

Gift from the artist to the present owner in 2009

Exhibited

Bristol, Bristol Museum & Art Gallery, 2016-2019, work on loan to the museum

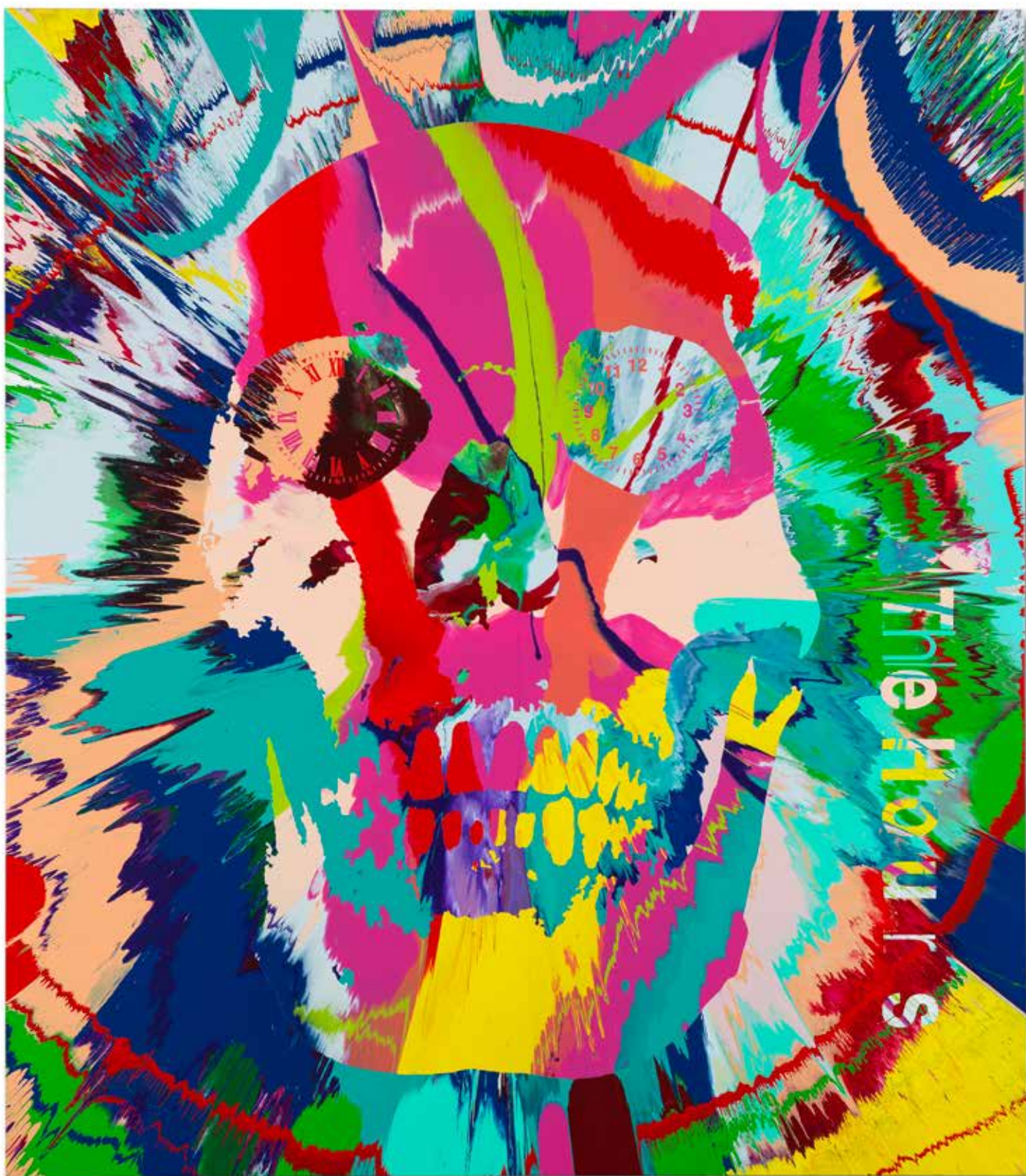
Literature

MC Publishing Limited, 'State of the Art' in: *The Bristol Magazine*, Issue 152,
February 2017, p. 4, illustrated in colour, and p. 40, illustrated in colour



Above

The present work reproduced on the album cover of
The Hours' album See *The Light*, 2009



The Hours



7 AR

JADÉ FADOJUTIMI (B. 1993)

Untitled

2015

signed and dated *Dec 2015* on the reverse
acrylic and pastel on paper

41.8 by 59.3 cm.
16 7/16 by 23 3/8 in.

£4,000 - 6,000
US\$5,600 - 8,400
€4,600 - 7,000

Provenance

Acquired directly from the artist by the present owner in 2015



8 AR

JADÉ FADOJUTIMI (B. 1993)

Untitled

2016

signed and dated *March 2016* on the reverse
acrylic on paper

59.2 by 41.9 cm.
23 5/16 by 16 1/2 in.

£4,000 - 6,000

US\$5,600 - 8,400

€4,600 - 7,000

Provenance

Acquired directly from the artist by the present owner in 2016

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





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9 *AR TP

BARRY FLANAGAN (1941-2009)

Harebell on Portland stone piers

1983

incised with the artist's monogram, stamped with the foundry mark AA and numbered 4/5
bronze and stone

289.5 by 246.3 by 172.7 cm.

114 by 97 by 68 in.

This work was executed in 1983, and is from an edition of five numbered versions and three artist's casts.

£300,000 - 500,000

US\$420,000 - 700,000

€350,000 - 580,000

Provenance

Waddington Galleries, London

Private Collection, UK

Selling exhibition: Sotheby's, Windermere, *Sotheby's at Isleworth: Monumental*, 2005

Acquired directly from the above by the present owner

Exhibited

London, Waddington Galleries, *Groups VII*, 1984, the present example exhibited

Stockholm, Moderna Museet, *Dialog*, 1985

Brussels, Galerie Xavier Hufkens, *Barry Flanagan*, 1999

London, Waddington Galleries, *Memorial Exhibition*, 2009

London, Waddington Galleries, *Barry Flanagan: Works 1966-2008*, 2010

London, Waddington Galleries, *Two Pataphysicians*, 2014

Denver, Denver Botanic Gardens, *Stories in Sculpture: Selections from the Walker Art Center Collection*, 2016

New York, Kasmin Sculpture Garden, *Barry Flanagan*, 2020-2021

Yerevan, Armenia, Cafesjian Center for the Arts, 2005-2020, the present example on permanent display

Walker Art Center, Minneapolis, *Minneapolis Sculpture Garden*, 1986- present, another example on permanent display

Literature

Martin Friedman and Marc Treib, *Minneapolis Sculpture Garden*, 1988, Minneapolis 1988

Marjory Jacobson, *Art for work: the new Renaissance in corporate collecting*, Boston 1993

Donald M Reynolds, *Masters of American sculpture: the figurative tradition from the American renaissance to the millennium*, New York 1993

Rudi Fuchs and Heinz Tesar, *The ESSL Collection: the first view*, Cologne 1999

Jerold S Kayden, *Privately Owned Public Space: the New York City Experience*, Marblehead 2000

Francis Morrone, James Iska, *The Architectural Guidebook to New York City*, Utah 2002

Chin-Tao Wu, *Privatising Culture: Corporate Art Intervention Since The 1980s*, London 2003

Alan Windsor, *British Sculptors of the 20th Century*, Evanston 2003

Barry Flanagan, *Barry Flanagan*, London 2003

Anne Civardi, *Sculpture: Three Dimensions in Art*, London 2005

Juncosa, Enrique (ed.), *Barry Flanagan: Sculpture 1965-2005*, Dublin 2006

Gottfried Knapp, Prof Karlheinz Essl, *Passion for ART 35th Anniversary of Essl Collection*, Vienna 2007

Jo Melvin, *Barry Flanagan: Works 1966-2008*, London 2010

Deirdre Holding, *Armenia with Nagorno Karabagh*, Chalfont Saint Peter 2011

Preston, Clare, Jo Melvin, Teresa Gleadowe, Mel Gooding and Bruce McLean, *Barry Flanagan*, London 2017

Jo Melvin, *The Hare is Metaphor*, New York 2018



Leaping forward with a dynamic, lithe energy that is almost acrobatic, *Harebell on Portland stone piers* captures Barry Flanagan's most iconic subject, the bronze hare. Executed in the early 1980s, the work comes from a seminal decade that would become a definitive period in the artist's oeuvre. His characterful hares have become established as popular landmarks in cities and landscapes worldwide and are included in institutional collections including the Museum of Modern Art in New York, the National Gallery of Art in Washington D.C., and the Tate Gallery in London, among others. This present work is from an edition of five, the most prominent of which is in the Minneapolis Sculpture Park on permanent display where it is widely visited and admired.

1979 marked Flanagan's departure from his post-minimalist works of the 1960s and 1970s where he used 'soft' materials such as hessian, sand and rope and rediscovered bronze casting in a figurative form. Flanagan began to produce a variety of bronze animals, but the hare emerged as his most recognisable subject. Flanagan grew up in Wales where hunters described to him the dynamism and physicality of hares and how their determination was unparalleled as they bounded through the wilderness. However, it was Flanagan's recollection of seeing a hare majestically leaping through the Sussex Downs and upon reading 'The Leaping Hare' by George Ewart Evans and David Thomson, that first inspired him to explore the motif. His earliest work *Leaping Hare* was exhibited at Waddington Galleries in 1980; it was the debut of what would lay the foundation for his future artistic practice, and two years later, in 1982, he represented Britain at the Venice Biennale.

Flanagan was fascinated by the hare's anthropomorphic potential - its ability to amplify a range of expressive characteristics and convey meaning beyond what he felt possible in the human form. 'I use the hare as a vehicle to entertain. I abstract from the human figure, choosing the hare to behave as a human occasionally.' (The artist in: Enrique Juncosa, *Barry Flanagan Sculpture 1965-2005*, exh. Cat, Irish Museum of Modern Art, Dublin, 2006). *Harebell on Portland stone piers* conceived in 1983, exudes playfulness and bountiful energy. Flanagan was fascinated by the fluidity of the hare's anatomy. The hare, who actually delightfully spins on its axle, is depicted mid leap with its out-stretched limbs fully flexed, its ears pull behind him emphasising the velocity of movement, offering an exceptional sense of drama. The hare appears weightless, defying gravity, as it glides over the bell providing a comical contrast to the weightiness of the medium. The solidity of the bell provides further contrast emphasising a force of gravity, whilst also being a symbol of steadfast solidarity.

Upon leaving St Martin's School of Art in 1966 Flanagan had established himself as a leading figure of the avant-garde. He was fascinated by the movement of 'Pataphysics, a theory defined as a 'science of imaginary solutions'. The ideologies represented an escape from reality that challenged academic seriousness and these principles had a profound influence on the *Dada* and *Surrealist* movements. An early member of this movement was Joan Miró, who in 1925 produced *Landscape (The Hare)*. Miró depicts a hare in a vibrant imagined landscape adding a spiralled form and crescent shaped object. The hare challenges the viewer with





its fixated eyes characterising its bold spirit. Miró, much like Flanagan, was said to have been inspired by seeing a hare dart across a field. It is considered that Flanagan used the motif of the hare as a metaphor for his own elusive, wild character and in response to the ideologies of *'Pataphysics* as a tool against strict avant-garde academicism and the over-intellectualised view of art from that period.

The present work was acquired by the prominent American collector and philanthropist Gerard L. Cafesjian. Born in 1925 in Brooklyn to Armenian immigrant parents, Mr. Cafesjian became a highly successful editor at West Publishing - a firm specialising in legal materials - and spearheaded the launch of the annual 'Art and the Law' exhibition, for which he received the prestigious Business in the Arts Award. Mr. Cafesjian's passion for collecting began with a childhood fascination with geology and gemstones, which later branched into fine art. Over the

years, he patroned and developed personal relationships with world-renowned sculptors and ultimately assembled an impressive collection of both lapidary and fine works of art.

Harebell on Portland stone piers is a seamless example of Barry Flanagan's masterful work in bronze modelling. He crafts the hare as a mercurial and mischievous figure which is easily recognisable whilst also making a poignant nod to a deeper context of culture and academic thought that spanned his oeuvre.

Left
Detail of the present work

Above
Joan Miró, *Landscape (The Hare)*, 1927
Solomon R Guggenheim Museum, New York
© Successió Miró / ADAGP, Paris and DACS London 2021

10 AR

DAVID HOCKNEY (B. 1937)

Papageno (The Magic Flute)

1977

titled and variously inscribed
watercolour and ink on paper

43 by 35.5 cm.
16 15/16 by 14 in.

This work was executed in 1977.

£20,000 - 30,000

US\$28,000 - 42,000

€23,000 - 35,000

Provenance

Private Collection, UK (gift from the artist)

Acquired from the above by the present owner



The tail is part
of the cage, - and
holds up into it, when he
forces it off.



p a p a g e n d .

h
h
h





11 *

STURTEVANT (1924-2014)

Study for Warhol's Marilyn

1965

signed, titled, and dated 1965
acrylic and silkscreen ink on canvas

50.8 by 40.6 cm.
20 by 16 in.

£120,000 - 180,000

US\$170,000 - 250,000

€140,000 - 210,000

This work will be included in the forthcoming catalogue raisonné being compiled by the *Sturtevant Estate*, Paris.

Provenance

Private Collection, Houston

Acquired directly from the above by the present owner *circa* 1977





Above

Andy Warhol, *Marilyn Diptych*, 1962

Tate Collection, London

© Tate London

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Each artistic generation is defined by its novel visionaries and ‘enfants terribles’; Marcel Duchamp, Robert Rauschenberg, Maurizio Cattelan, Richard Prince – these are artists whose work shatters the cultural zeitgeist and reshapes the landscape of contemporary art practice in its time. American artist Sturtevant was one of the most prominent and highly regarded conceptual pioneers of the latter half of the Twentieth Century, caricaturing and challenging the entrenched ideas of what constituted the art image and object, inspiring artists, philosophers, and critical theorists for generations.

In the painting presented here for sale, there is no finer representation of Sturtevant’s lifelong artistic project than this: one of the earliest *Study for Warhol’s Marilyn* works, from 1965, the first year of her ‘repetitions,’ as she termed them. Executed with all the panache of a consummate master, the underpainting, silkscreen quality, and electrifying colour palette are superbly definitive of the *Pop Art* canon that she sought to rattle. Her ideas were revolutionary and her artworks supremely astute, engaging in the broader discourse around media and cultural theory that had gained immense traction with artists, writers, and critics in the early 1960s. Her practice went head-to-head with the artist-titans of her time, repeating the paintings of Frank Stella, Jasper Johns, and Anselm Kiefer. Sturtevant’s *Warhol Marilyn* series, however, stands as the most iconic of her career.

Superimposing images and techniques, upending the symbolic order of source material and artistic license – using not only the visage of the most recognisable leading lady of the last 70 years, but also the most illustrious portrait of the same era – Sturtevant forced the audience to consider the work of art holistically. Her ideology represented the apex point of Warhol’s own practice that conflated ubiquity and fame. Her artworks suspended meaning, and instead engaged the spectator in a hierarchy of images and information, undermining the authorial roots and aura of the work of art.

Unlike many whose appropriation has inspired backlash, such as Richard Prince, Jeff Koons, and Sherrie Levine, Sturtevant’s Marilyns were painted not only with Warhol’s blessing, but with the technicians and materials made

available to her at the Factory; the canvases, paints, and screens identical to those that Warhol began producing after the actress’s untimely death in 1962. Sturtevant claimed that later, when asked how he made his silkscreened works, Warhol told people to ‘ask Elaine [Sturtevant].’ Her paintings cannot simply be termed ‘copies,’ therefore, but are instead something much more complex and subversive, entering the philosophical realm of simulacra – a term the artist consistently nodded to as her holy grail and creative driving force

In an age interwoven with digital and virtual machinations that replicate, reshape, and have largely replaced our engagement with ‘the real,’ Sturtevant’s work has become still more relevant and arresting. Shifting to video and digital art in the latter decades of her practice after moving to Paris in 1990, her earliest paintings retain a mysticism that is reserved for those works of art that are true originals – not simply in appearance, but in substance. In the present work, this sense of presence and significance is palpable and undeniable. As academic Patricia Lee wrote, Sturtevant’s ‘*Warhol Marilyn* provocatively embodies a decisive moment in the history of the object in art [...] It is in Sturtevant’s work that the issue of the copy and its ramifications in Pop, Minimalism and Conceptual art crystallises’ (Patricia Lee, *Warhol Marilyn: Sturtevant*, London, 2016, p. 17).

Not only has Sturtevant’s work grown to stand apart from those artists she emulated, but the historical and artistic importance of her practice is assured, with works in global museum collections that include the Musée d’Art Moderne de Paris, the Whitney Museum of American Art, New York, the Museu das Artes de Sintra, Portugal, in addition to her major career retrospective, *Double Trouble*, that took place at the Museum of Modern Art in New York in 2014. A painting by an artist who emerged to compete at the height of the *Pop Art* and *Minimalist* movements, Sturtevant’s contribution to and importance as one of the definitive *Postmodernists* of the Twentieth Century can be held in no doubt, and *Study for Warhol’s Marilyn* from 1965 stands as one of the earliest and most collectible works from her career to come to market.

12 * AR

MARIO SCHIFANO (1934-1998)

Particolare di deserto

1972

signed and titled

enamel on paper laid on canvas mounted on board with Perspex

212 by 71.4 cm.

83 7/16 by 27 15/16 in.

This work was executed in 1972.

£18,000 - 25,000

US\$25,000 - 35,000

€21,000 - 29,000

This work is registered in the *Archivio Mario Schifano*, Rome, under no. 04483210220, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Florence

Thence by descent to the present owner

Exhibited

Santa Croce sull'Arno, Centro Attività Espressive, Villa Pacchiani, *L'intimo legame*, 1996, n.p.

illustrated in colour (dated 1965)



13 AR

MIMMO ROTELLA (1918-2006)

Scrittura AZ

1958

signed; signed, titled and dated 1958 on the reverse
décollage on canvas

54 by 73 cm.

21 1/4 by 28 3/4 in.

£45,000 - 65,000

US\$63,000 - 91,000

€52,000 - 75,000

Provenance

Private Collection, Italy

Sale: Sotheby's Milan, *Modern & Contemporary Art*, 26 November 2007, Lot 213

Private Collection, Italy

Sale: Sotheby's Milan, *Arte Moderna e Contemporanea*, 30 November 2017, Lot 132

Acquired from the above by the present owner

Exhibited

Rende (Cosenza), MAON Museo d'Arte dell'Otto e Novecento, *Around Rotella. L'artista e il suo tempo*, 2008-2009, p. 55, illustrated

Literature

Germano Celant, *Mimmo Rotella: Catalogo ragionato. Volume primo 1944-1961. Tomo II*, Milan 2016, p. 621, no. 1958 057, illustrated in colour



14 AR

MIMMO ROTELLA (1918-2006)

La benedizione

1963

signed and dated 63; titled and dated 1963 on the reverse
d collage on burlap

65 by 125.5 cm.
25 9/16 by 49 7/16 in.

 30,000 - 50,000

US\$42,000 - 70,000

 35,000 - 58,000

Provenance

Barone Giorgio Franchetti Collection, Rome

Galleria JZ Art Trading, Milan

Private Collection, Europe (acquired from the above in 2008)

Sale: Phillips London, *New Now*, 11 April 2019, Lot 122

Acquired from the above by the present owner

Exhibited

Paris, Galerie J, *Rotella Vatican IV*, 1965, n.p., illustrated

Florence, Palazzo di Parte Guelfa, *Umanesimo, Disumanesimo nell'arte europea 1890/1980*, 1980, p. 103, illustrated

Ravenna, Loggetta Lombardesca, *Arte Santa*, 1986, p. 52, illustrated

Rome, Palazzo delle Esposizioni, *Tutte le strade portano a Roma?*, 1993, p. 163, illustrated

Pisa, Palazzo Lanfranchi, *Mimmo Rotella antologica*, 2001, p. 103, illustrated

London, Ben Brown Fine Arts, *Mimmo Rotella Early Works 1954-67*, 2007, no. 20, pp. 56-57, 68, illustrated

Literature

Germano Celant, *Mimmo Rotella*, Milan 2007, no. 243, p. 246, illustrated

Alice Berton and Raffaella Perna, *Mimmo Rotella et la Galerie J*, Milan 2012, p. 43

25 LUGLIO
2 LUGLIO 1955



25 LUGLIO
2 LUGLIO 1955



25 LUGLIO 1955

15 * AR

ACHILLE PERILLI (B. 1927)

La casa del serpente

1967

signed and dated 67; signed, titled and dated 1967 on the reverse
mixed media on canvas

65 by 81 cm.

25 9/16 by 31 7/8 in.

£12,000 - 18,000

US\$17,000 - 25,000

€14,000 - 21,000

This work is registered in the *Archivio Achille Perilli*, Rome, under 62/1967, and is accompanied by a photo-certificate of authenticity signed by the artist.

Provenance

Galleria Marlborough Arte, Rome

Galleria d'Arte Spagnoli, Florence

Galleria Santoro, Rome

Galleria Consorti, Rome

Galleria Marchetti, Rome

Galleria Gio Arte, Mestre

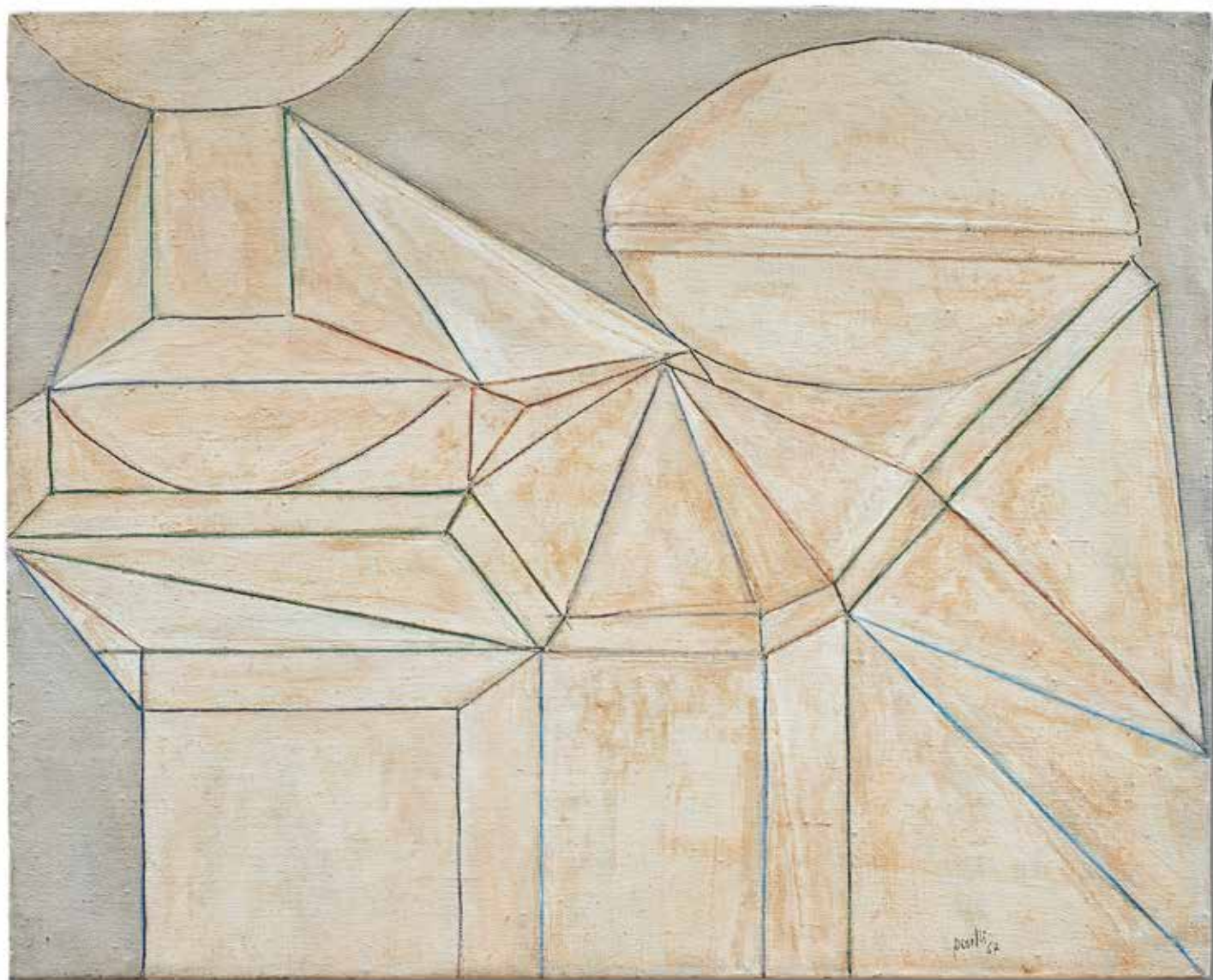
Private Collection, Sirmione

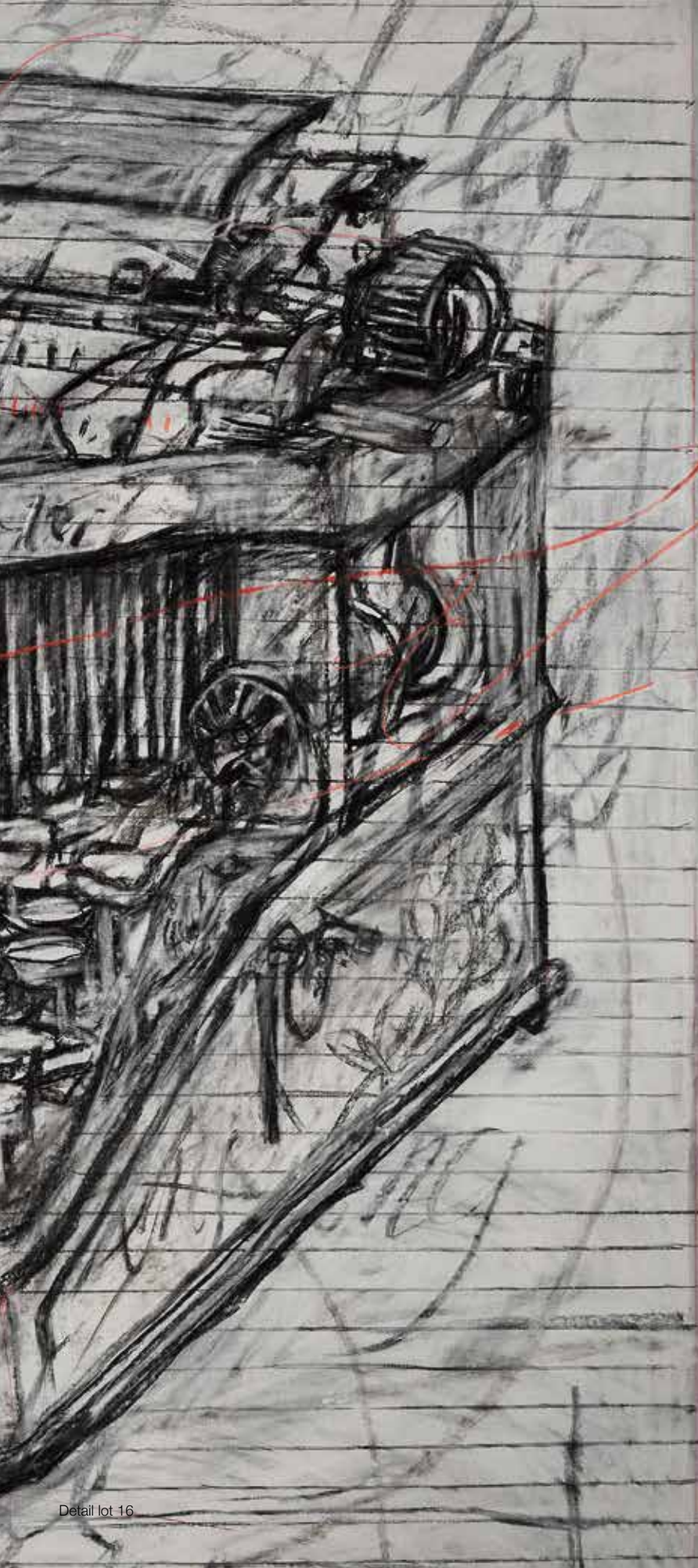
Acquired from the above by the present owner

Literature

Giuseppe Appella, *Achille Perilli: General Catalogue of Paintings and Sculpture 1945 -2006*,

Milan 2019, p. 146, no. 749, illustrated in colour







16 * ART P

WILLIAM KENTRIDGE (B. 1955)

Large Typewriters

2003

signed and dated 67/3
charcoal and pastel on paper

215 by 499 cm.
84 5/8 by 196 7/16 in.

£350,000 - 550,000

US\$490,000 - 770,000

€410,000 - 640,000

Provenance

Goodman Gallery, South Africa

The BHP Billiton Collection, Melbourne (acquired directly from the above in 2003)

Acquired directly from the above by the present owner



William Kentridge has come to be known as one of the most celebrated contemporary artists, lyrically combining both the political and the allegorical into his work. Born in Johannesburg in 1955, Kentridge's parents dedicated involvement to the fight against apartheid in South Africa would have a deep and lasting effect on the artist. Setting him apart from many of his white peers from a young age, Kentridge's somewhat unusual background and upbringing would go onto inform his work throughout his life.

'It gave me a kind of belief in bastardy, in mixed traditions, in societies made up of very different impulses, of the fundamental instability of the world rather than its stability and of the central point of the absurd. I mean, what could be more absurd than the racial laws of apartheid South Africa for those 40 years? But they were followed through with great assiduity and cruelty. So in a way the absurd was lodged at a very early age in understanding the unnaturalness of the society I was in.' (The artist in an interview with Louisa Buck, 'William Kentridge: an animated life', theartnewspaper.com, 31 August 2016). Kentridge completed a degree in Politics and African History in Johannesburg, only later turning to art and theatre, however it is this unconventional path that would go onto inform his practice both aesthetically and intellectually, with South African culture and identity at the heart of his practice.

A consummate example of the artist's work, *Large Typewriters*, 2003 combines both the banal and the absurd, the real and the imagined. Here, Kentridge presents the viewer with two quasi-identical typewriters – while fairly commonplace in one's imagination, the typewriter retains a somewhat dated and nostalgic quality, a relic of times gone by. Working from a variety of images and reference points, Kentridge often comes back to the same images in his work, whether that be the typewriter, the megaphone, the telephone or the tree, each image retains its familiarity while referencing something outside of itself in each of its contexts.

'I work closely with different kinds of references. I have a collection of images and things to which I refer throughout

my working process. I find my visual imagination is always less interesting than those things I've discovered in looking at the specifics of details. If one can hold on to the specific, it almost always is more interesting [...] Take the drawing of an old typewriter, for example. One has a universal image of what an old typewriter looks like in one's head, so there is an image of it, but it will be bland and inaccurate. There are details of the different kinds of carriage returns, or different kinds of moulding of the black surface of the typewriter around the space bar, which are always more interesting than I could imagine.' (The artist in an interview with Dale Berning, 'Artist William Kentridge on charcoal drawing,' theguardian.com, 19 September 2009)

In the present work, the immediacy of the subject matter is palpable, the almost identical objects floating on the sheet consume the viewer by their sheer size. Their specificity is rendered in each of the objects' details outlining both their similarities and their differences, while Kentridge's signature monochrome palette and use of charcoal emphasizes the speed of creation in the smudged lines and sooty surface. For the artist, drawing and in particular charcoal drawing is at the centre of his artistic process, with drawing used at the inception of most of his works, each mark representing the artist's thought process.

Kentridge's work has the unique ability of speaking to a universal audience while addressing complex themes specific to South Africa's history of racial discrimination and apartheid. The present work however is discreet in its symbolism, on one hand speaking to wider themes in the artist's work while on the other simply referencing its own physicality. Specific objects are repeated throughout Kentridge's work both singularly and without context but also accompanied by others and placed within a specific narrative. Here the use of tautology as an artistic device forces the viewer to contemplate each typewriter's specificity but also their differences, the thought process outlined by each mark and ultimately their symbolism within the larger socio-political and aesthetic framework of Kentridge's practice. It is from these drawings that the artist's universal



vision can be created through his film, theatre and operatic works enveloping each object with multiple and specific meanings – here, the typewriter can be understood as a mimetic device which points beyond itself to Kentridge's larger artistic vision and ultimately the world beyond.

William Kentridge's bold artistic vision has seen him become one of the world's most sought-after artists by museums and collectors alike. The artist's singular and monochrome

aesthetic is upheld throughout his work allowing for a distinctive and original aesthetic recognisable in his drawing and sculpture through to his projection and full-scale operatic productions. Kentridge's work can be found in the collections of some of the most prestigious museums in the world including the MoMA, New York, Tate Modern, London and the Museum of Contemporary Art, Chicago among many others.

Above
William Kentridge in his studio
© Stella Olivier 2018

17 * AR

WILLIAM KENTRIDGE (B. 1955)

Sister Box

2016

stamped with the artist's initials, numbered 5/9 and stamped with the *Workhorse Bronze Foundry* mark
oil on bronze

45 by 21.5 by 36 cm.
17 11/16 by 8 7/16 by 14 3/16 in.

This work was executed in 2016, and is from an edition of nine numbered versions plus three artist's proofs.

£35,000 - 55,000

US\$49,000 - 77,000

€41,000 - 64,000

Provenance

Goodman Gallery, Johannesburg

Acquired directly from the above by the present owner in 2016

Exhibited

Capetown, Zeitz MOCAA; Hamburg, Deichtorhallen, *Why Should I Hesitate : Putting Drawings to Work*,
2019-2020, pp. 281 - 283, another example illustrated in colour



Reverse of the present work

Sister Box is part of a series of hand-painted bronzes titled *Three Sisters*. The sculptures are experiments in 'trompe l'oeil', visual illusions, deceiving the eye; cardboard and wood sculptures are turned into bronze, which is painted to look like cardboard and wood. Picasso's *Glass of Absinthe* and polychrome sculptures of classical antiquity (which we see as white marble, but which were originally painted) are particular historical references for the series. As is Kentridge's hallmark, these series of painted bronze sculptures interweave symbols as disparate as Chinese maps and scraps torn from a 1906 South African cash book.



18 *AR

FRANCIS ALÿS (B. 1959)

Fairy Tales

1988

signed *F. de Smedt* and dated 1988
oil and oilstick on sewn canvases

36.5 by 42 cm.

14 3/8 by 16 9/16 in.

£15,000 - 20,000

US\$21,000 - 28,000

€17,000 - 23,000

Provenance

Private Collection, Europe

Sale: Christie's, London, *Post-War & Contemporary Day Sale*, 25 June 2004, Lot 261

Private Collection, Lugano

Acquired directly from the above by the present owner

Exhibited

Mexico City, Galeria Alternativa Champ-Libre, *Fragil*, 1990



19 * TP

ZHANG ENLI (B. 1965)

Wooden Shelf

2012

signed in Chinese and dated 2012; signed and titled in Chinese and dated 2012 on the reverse
oil on canvas

250 by 200 cm.

98 7/16 by 78 3/4 in.

£80,000 - 120,000

US\$110,000 - 170,000

€93,000 - 140,000

Provenance

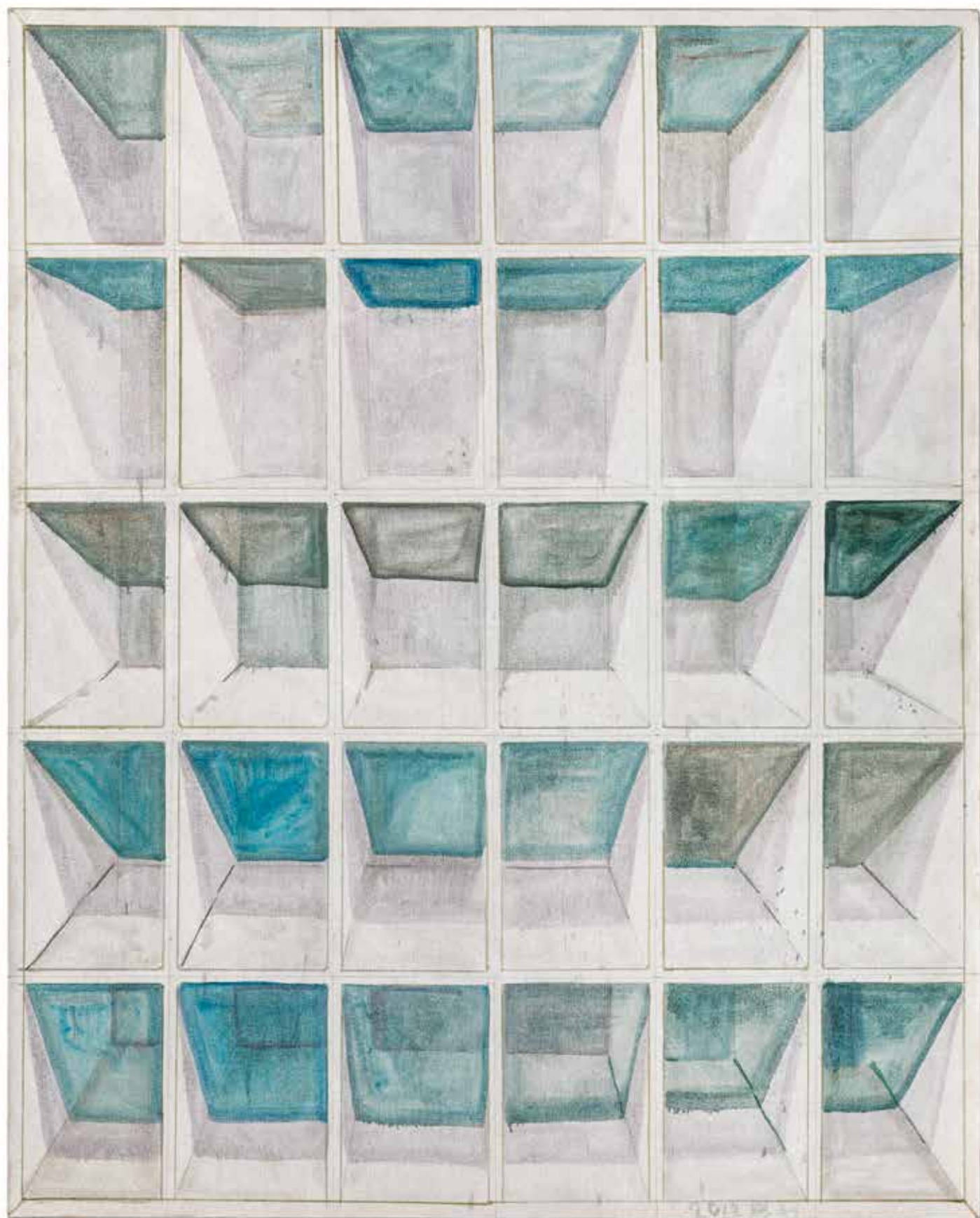
ShanghART Gallery, Shanghai

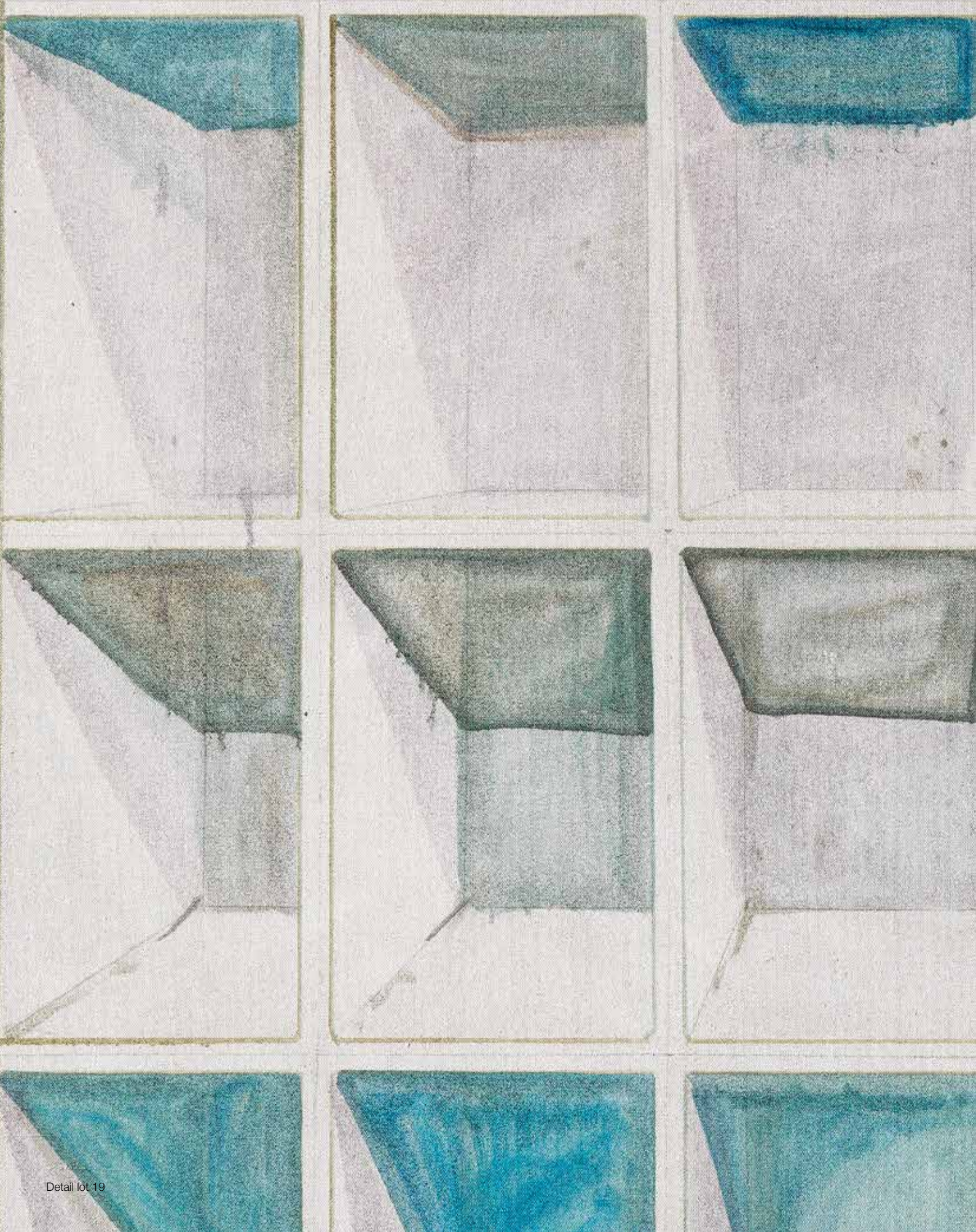
Acquired directly from the above by the present owner in 2013

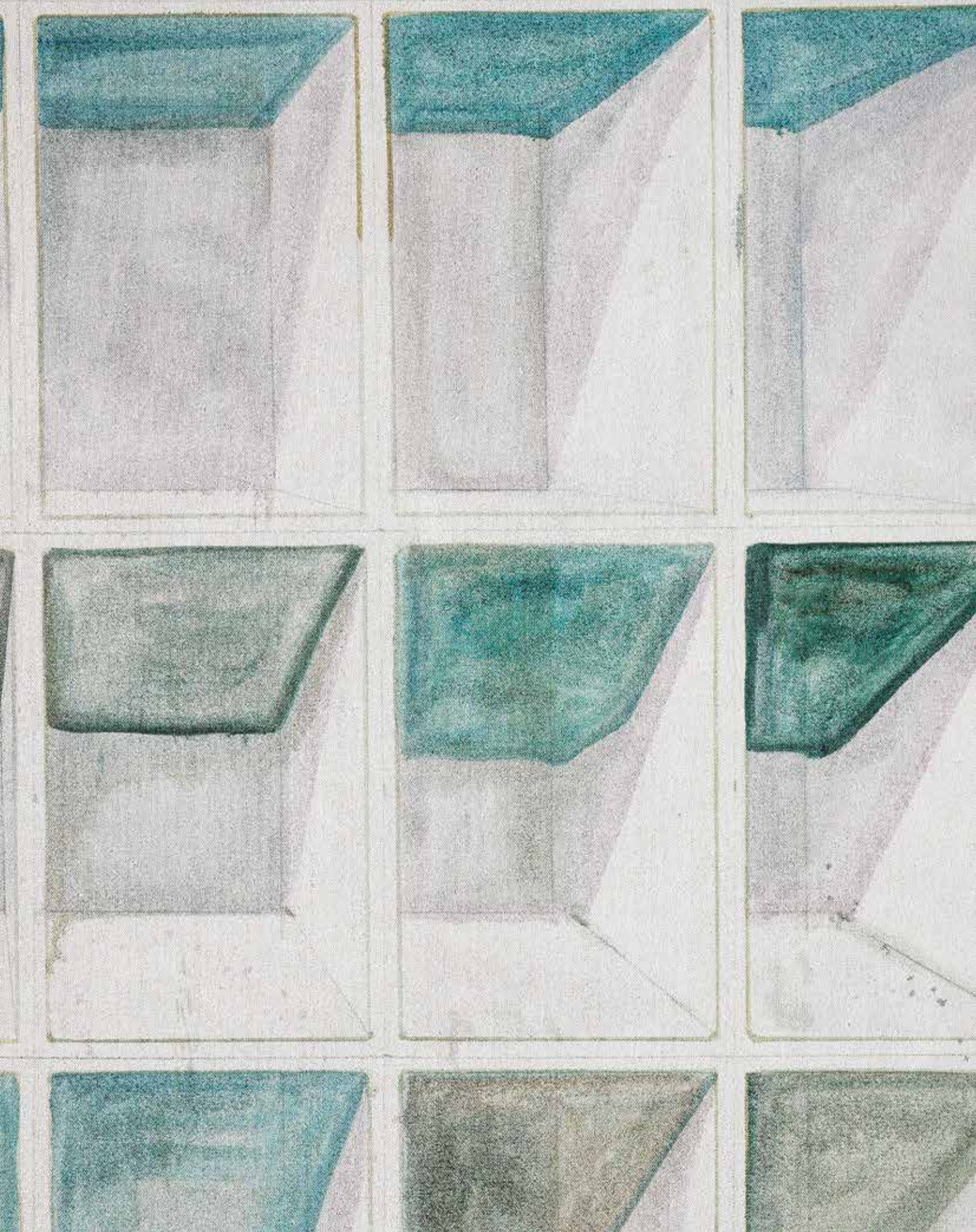
Crossing the boundaries between figurative and abstract, the real and the imaginary, and the singular and the ordinary, *Wooden Shelf* is a sterling example of Zhang Enli's works on canvas. Born in 1965 in Jilin Province, China, Zhang Enli was instinctively drawn to working with familiar and everyday objects striving to capture their essential and organic qualities. The expressive lines we see in this present work are influenced by traditional Chinese brush techniques and underpinned by the structure of pencil-drawn grids. Here, immersed in the inherent space of the canvas, the wooden shelf almost appears to dissolve into the thin layers of paint. Zhang Enli wants his viewer to recall and reflect upon the raw essence of painting, exemplified with his use

of colour and line as a means to help the viewer explore the trivial matters of this world. The result is simple yet sublime, evoking a harmonious and ethereal quality that is central to his oeuvre.

Zhang's works have been recognised internationally; he first exhibited at Art Basel in 2006, followed by a solo exhibition at Hauser & Wirth in 2007 and at Kunsthalle Bern in 2008. Today, Zhang's works can be viewed in institutional collections including the Tate Modern, London and Centre Pompidou, Paris among others.







20 * AR

VICTOR VASARELY (1906-1997)

BI-HOLD

1958-1973

signed, titled, dated *1958-73* and inscribed *107* on the reverse
oil on canvas

97 by 97 cm.

38 3/16 by 38 3/16 in.

£38,000 - 58,000

US\$53,000 - 81,000

€44,000 - 67,000

Provenance

Galleria Annunciata, Milan (no. 31926)

Private Collection, Italy

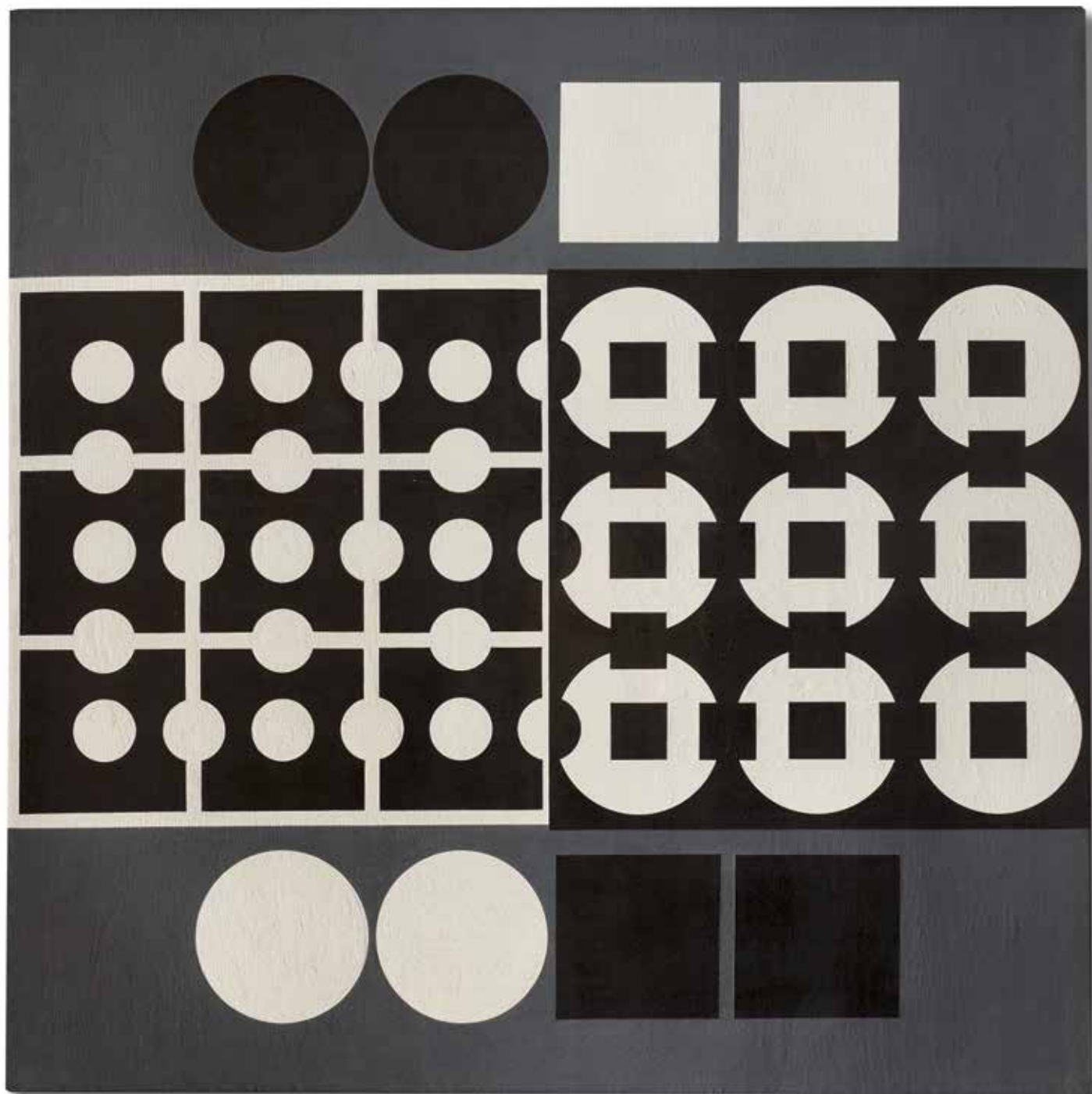
Galleria Pater, Milan

Private Collection, Italy

Acquired from the above by the present owner

Exhibited

Lecco, Galleria Melesi, *Victor Vasarely*, 2003



21 * AR

JULIO LE PARC (B. 1928)

Volume Virtuel 11

1974

signed, titled and dated 1974 on the reverse
acrylic on canvas

97 by 195 cm.
38 3/16 by 76 3/4 in.

£55,000 - 75,000

US\$77,000 - 100,000

€64,000 - 87,000

This work is registered in the archives of the *Atelier Le Parc*, Cachan.

Provenance

Galleria Lorenzelli, Bergamo

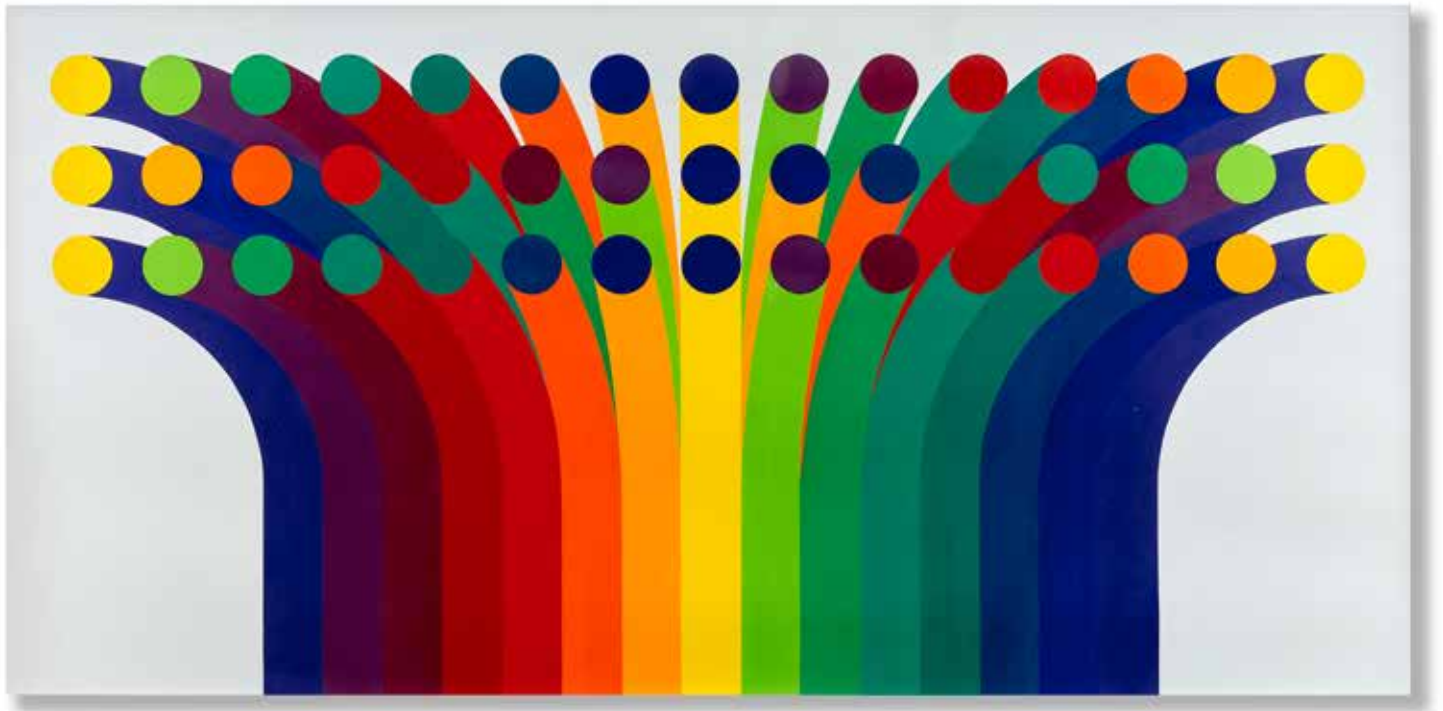
Galleria Michelangelo, Bergamo

Private Collection, Italy

Acquired from the above by the present owner

Exhibited

Bergamo, Galleria Lorenzelli, *Julio Le Parc*, 1975, no. 42



22 AR

CARLOS CRUZ-DIEZ (1923-2019)

Inducción cromática 92

1974

signed with the artist's initials, titled and variously inscribed on the reverse
acrylic on aluminium

30.5 by 59 cm.
12 by 23 1/4 in.

This work was executed in 1974.

£18,000 - 25,000

US\$25,000 - 35,000

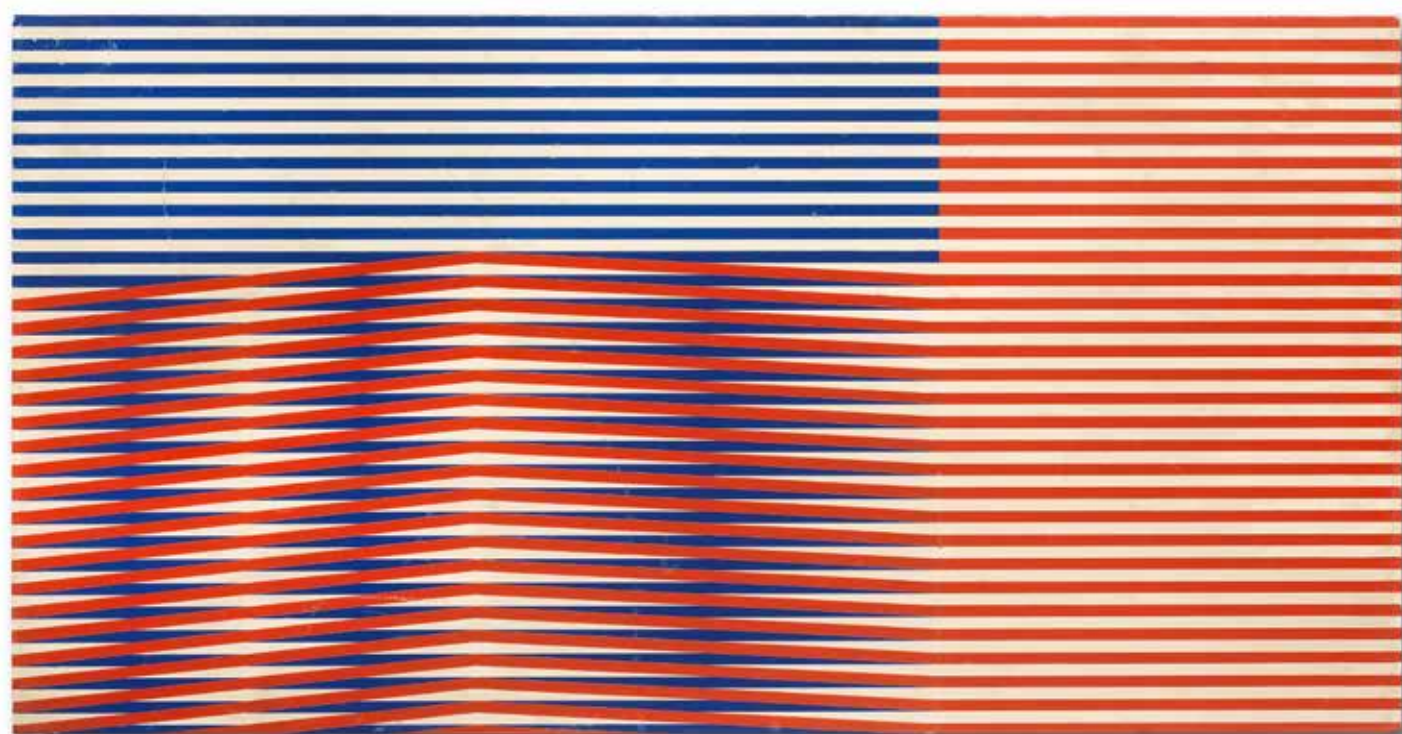
€21,000 - 29,000

This work is accompanied by a photo-certificate of authenticity issued by the *Cruz-Diez Foundation*, Paris.

Provenance

Private Collection, Caracas (acquired directly from the artist in 1974)

Acquired directly from the above by the present owner





23 AR

SANDÚ DARIÉ (1908-1991)

Untitled

circa 1962

signed six times in various places
ink, pencil and paper collage on paper

59.5 by 29.5 cm.
23 7/16 by 11 5/8 in.

This work was executed *circa* 1962.

£3,000 - 5,000
US\$4,200 - 7,000
€3,500 - 5,800

This work is accompanied by a photo-certificate of authenticity signed by Mr Pedro de Oraá.

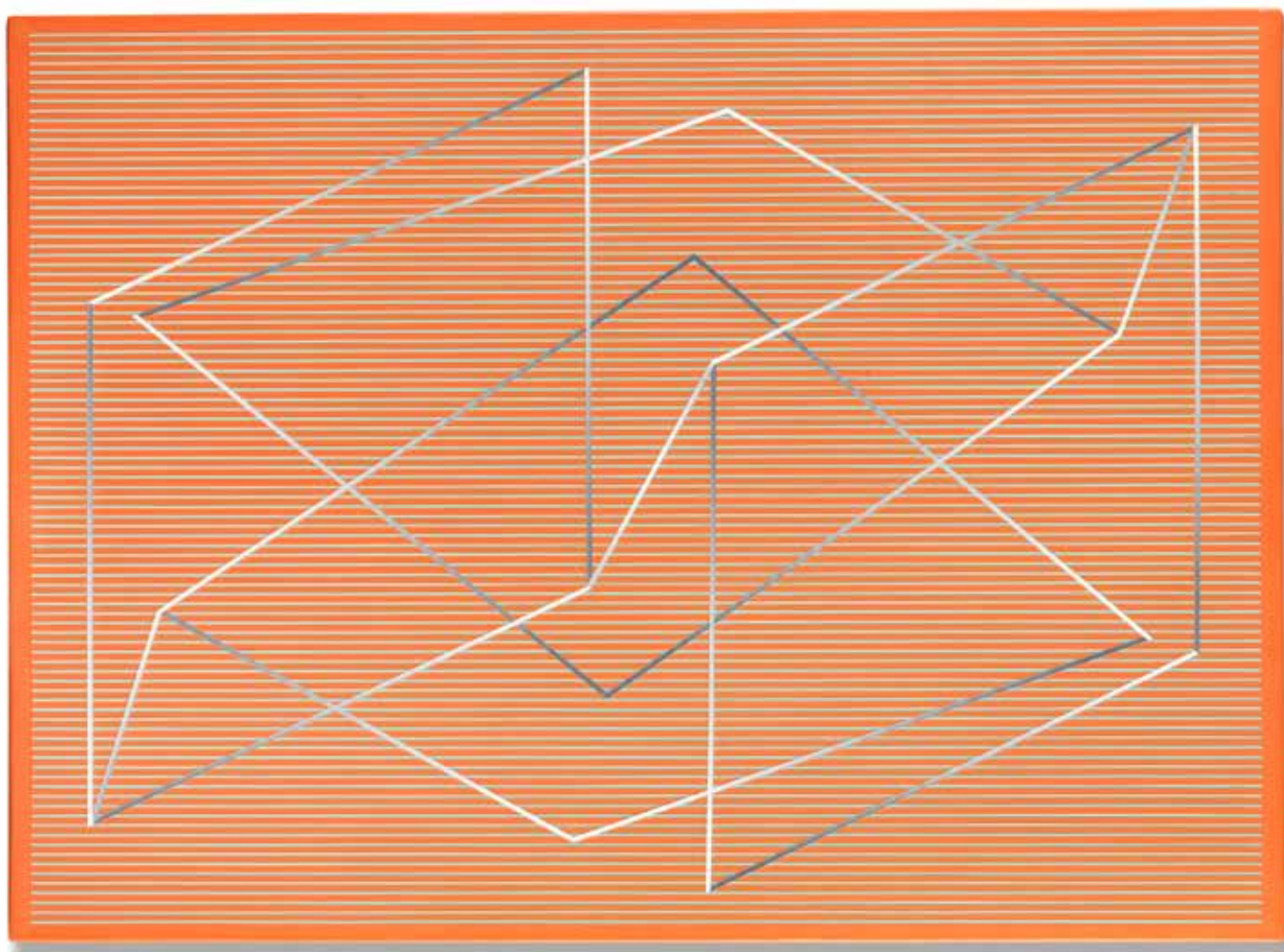
The authenticity of this work has kindly been confirmed by Mr Roberto Cobas.

Provenance

Private Collection, Miami

Literature

Beatriz Gago (ed.), *More than 10 Concrete Painters*, Madrid 2015, p. 216-217, illustrated in colour



24

JULIAN STANCZAK (1928-2017)

Pathways in the Light
2000

signed, dated 2000 and dedicated on the reverse; signed, titled
and dated 2000 on the stretcher
acrylic on canvas

61.5 by 84 cm.
24 3/16 by 33 1/16 in.

£8,000 - 12,000

US\$11,000 - 17,000

€9,300 - 14,000

Provenance

Private Collection, Washington, DC (gift from the artist)
Sale: Swann Galleries, New York, *American Art/Contemporary Art*,
14 June 2012, Lot 415
Acquired directly from the above by the present owner

25 * AR

MANOLO VALDÉS (B. 1942)

Rodrigo de la Fuente II

1986

oil on canvas

159 by 105 cm.

62 5/8 by 41 5/16 in.

This work was executed in 1986.

£50,000 - 70,000

US\$70,000 - 98,000

€58,000 - 81,000

Provenance

Galerie Maeght, Paris (no. B4303)

Acquired directly from the above by the present owner *circa* 1989

Exhibited

Barcelona, Galería Maeght, *Manolo Valdes*, 1989



PROPERTY SOLD TO BENEFIT THE FONDATION BERNARD ET CAROLINE DE WATTEVILLE

26 *

FERNANDO BOTERO (B. 1932)

Gatta

2008

incised with the artist's signature, numbered 4/6 and stamped with the *Fonderia Artistica Versiliese Italy* mark
bronze

22.5 by 65 by 28.4 cm

8 7/8 by 25 9/16 by 11 3/16 in.

This work was executed in 2008, and is from an edition of six numbered versions.

£200,000 - 300,000

US\$280,000 - 420,000

€230,000 - 350,000

Provenance

Gary Nader Fine Art, Miami

Acquired directly from the above by the present owner in 2008

Literature

Gary Nader Editions, *Fernando Botero. The Grand Show. Paintings, Drawings & Sculpture*,
Miami 2010, n.p., illustrated in colour



Renowned for his voluptuous and exaggerated paintings, sculptures and drawings, Fernando Botero is arguably one of the most important Colombian modern artists and certainly the most recognisable. Not unlike Picasso, whose Cubist breakthrough came after experimenting with the construction of a guitar, Botero had his artistic revolution with a mandolin. In 1956, while painting an image of a mandolin resting on a table, Botero placed a disproportionately small hole in the body of the instrument, thus transforming it into an object of exaggerated mass and monumentality; a lifelong fascination with the exploration of volume was born. Well known for subjects ranging from the Old Masters to circus scenes, bullfights, domestic life and political satire, the present work is an inimitable take on one of art history's most universal icons—the cat.

Cats feature in much of Botero's work, but especially in his monumental sculptures which are well-loved features in parks and city centres around the world. Whilst in his paintings, cats often accompany a dominant matriarch or a sensual nude and symbolize femininity and domesticity, they are often the sole

protagonist in sculpture. One of Botero's most famous felines resides at the end of Barcelona's Rambla del Raval where the colossal endearing statue has become an integral part of the neighbourhood and a well-cherished tourist attraction. Other works by the artist are presently held in the collections of The Museum of Modern Art in New York, the Art Institute of Chicago, and the Museo Botero in Bogotá which is dedicated to the artist and his oeuvre. In 1958 and 1992 Botero participated in the Venice Biennale and represented Colombia in the 5th São Paulo Biennial, Brazil. He has had major retrospectives at the Hirshhorn Museum and Sculpture Garden, Smithsonian Institution, Washington, DC (1979); Seibu Museum of Art, Tokyo (1981); Museo Nacional Centro de Arte Reina Sofía, Madrid (1987); Museo de Bellas Artes, Bilbao (2012); and many others.

Revered and admired for centuries of human history, the cat has inseparably woven its way into the canon of art history without ever losing any of its charm or appeal. From ancient Egyptian tomb adornments and centuries of Chinese and





Japanese artistic practice all the way to the exotic markets of 19th century orientalist paintings and French impressionist living rooms the cat has been and still is a firm feature in many of the worlds most revered artistic masterpieces. Today, in the age of the internet and social media, no animal captivates audiences quite like the humble house cat and the subject is more accessible, one might even say more popular than ever.

Fernando Botero would not have been ignorant to the wide and varied depiction of felines in art throughout the ages. Having studied under Roberto Longhi, a renowned authority on Italian Renaissance and Baroque art, Botero obtained a remarkable art historical knowledge of Western Classicism. The canon of art history, especially the European one became a rich source of inspiration whilst studying Italy's Renaissance frescoes, Spain's Golden Age masters and France's turn-of-the-century School of Paris on his travels in the 1950's. Deeply influenced by these masterworks, Botero embarked on a quest to critically re-interpret iconic paintings, to pay homage to the great artists of the past and finding a gateway to true originality whilst doing so.

Gatta from 2008 is a particularly beautiful example of Botero's many reinterpretations of this perennial theme. Whilst it incorporates elements of the elegant goddesses and playful street pranksters that preceded it, Botero's *Gatta* is extremely topical and modern for it can be best described with one of the most universally used adjectives in 21st century popular culture-

it is quintessentially 'cute'. Executed in Botero's distinctively rotund, signature style, the curvaceous head, body, limbs and tail of the reclining feline give it a monumental quality. Sphinx like she resides elegantly on her plinth, head lowered attentively, ears pricked forwards, keenly aware of her surroundings. The swift flash of her tongue gives *Gatta* a more playful, accessible quality than its divine Egyptian forebears and captures its distinctive character. Humorous elements such as this are a common and important feature within Botero's formally refined plastic oeuvre. He breaks with the established tradition of sculpture, bronze traditionally being used to eternalize the classically heroic and brave, and instead memorializes the humble and happy house cat. Like Manet with his *Olympia*, Botero shifts the classical muse, the deity of centuries past into the realm of the common and trivial, the realm of day-to-day life which makes it so much more endearing.

The present work is sold to benefit the Fondation Bernard et Caroline de Watteville to support cultural and humanitarian actions in Switzerland and abroad.

Left
Alternate view of the present lot

Above
The Great Sphinx of Giza, partially excavated, between 1867 and 1899, Egypt

27 *

HISAO DOMOTO (1928-2013)

Untitled

1959

signed in English and dated *59*; signed in English and Japanese, dated *1959* and inscribed *PARIS* on the reverse
oil on canvas

53.8 by 64.8 cm.

21 3/16 by 25 1/2 in.

£8,000 - 12,000

US\$11,000 - 17,000

€9,300 - 14,000

Provenance

Galerie Pierre, Stockholm

Private Collection, UK

Acquired directly from the above by the present owner *circa* 2016



28 * AR

SERGE POLIAKOFF (1900-1969)

Composition abstraite

1960

signed

gouache on paper laid on canvas

62.7 by 47 cm.

24 11/16 by 18 1/2 in.

This work was executed in 1960.

£25,000 - 35,000

US\$35,000 - 49,000

€29,000 - 41,000

We are grateful to Monsieur Alexis Poliakoff for confirming the authenticity of this work.

Provenance

Galerie Berggruen, Paris

M. Knoedler & Co., New York

Galleria Il Capricorno, Venice (no. 154)

Galleria d'Arte Sianesi, Milan (no. 7869)

Acquired directly from the above by the present owner in 1975

Literature

Alexis Poliakoff, *Serge Poliakoff: Catalogue Raisonné, Volume III*, 1959-1962, Paris 2011,

p. 214, no. 60-167, illustrated in black and white



29 * AR

FRIEDENSREICH HUNDERTWASSER (1928-2000)

Untitled

1953/1959

signed

gouache, watercolour, pencil and collage on paper

20.7 by 15.5 cm.

8 1/8 by 6 1/8 in.

This work was executed in 1953, cut and collage attached in 1959.

£10,000 - 15,000

US\$14,000 - 21,000

€12,000 - 17,000

We are grateful to the *Hundertwasser Archive*, Vienna for their assistance in cataloguing this work.

Provenance

Noël Rovers d'Hondt, Malaga

Thence by descent to the present owner

This work is one of the original watercolours that were bound in *La Lune en Rodage*. Edited by Carl Laszlo; Hundertwasser took eight of his watercolours and cut them into 240 pieces that were bound together to create the book. It was published in a numbered edition of 150, plus

65 unnumbered specimens for the collaborators and some of these collages, the present work included, were later removed from the book and sold separately. The present work was part of a watercolour that served as the original template for the linocut *Drei hohe Häuser* from 1953.





30 AR

FRANK AUERBACH (B. 1931)

Working Drawing for the Mornington Crescent Paintings
1974

felt tip on paper

22.6 by 22.6 cm.
8 7/8 by 8 7/8 in.

This work was executed in 1974.

£4,000 - 6,000
US\$5,600 - 8,400
€4,600 - 7,000

Provenance

Marlborough Fine Art, London
Private Collection, London
Gift from the above to the present owner in 1974

Exhibited

London, Marlborough Fine Art, *Frank Auerbach*, 1974, no. 34d,
illustrated in colour on the cover



31

ANDY WARHOL (1928-1987)

Hong Kong

1956

signed with the artist's initials and titled; stamped by the *Estate of Andy Warhol* and the *Andy Warhol Foundation for the Visual Arts, Inc.*, numbered 217.030 and inscribed VF on the reverse
ballpoint pen on paper

26.7 by 40.7 cm.

10 1/2 by 16 in.

This work was executed in 1956.

£5,000 - 8,000

US\$7,000 - 11,000

€5,800 - 9,300

This work is registered in *The Andy Warhol Foundation for the Visual Arts, Inc.*, New York, under no. 217.030.

Provenance

The Andy Warhol Foundation for the Visual Arts, New York
Private Collection

Selling exhibition: S|2 Gallery, Hong Kong, *From Warhol, With Love*, 2013
Art Trade, London

Acquired directly from the above by the present owner

Bonhams

AUCTIONEERS SINCE 1793



Impressionist & Modern Art

New Bond Street, London | 25 March 2021



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ENQUIRIES

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ALFRED SISLEY (1839-1899)

Le chantier de Matrat à Moret sur Loing
54.6 x 65.5cm (21 1/2 x 25 13/16in)
£550,000 - 750,000 *

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

Bonhams

AUCTIONEERS SINCE 1793



The Mind's Eye / Surrealist Sale

New Bond Street, London | 25 March 2021



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LEONORA CARRINGTON (1917-2011)

Operation Wednesday
61.1 x 45.1cm (24 1/16 x 17 3/4in).
£300,000 - 500,000 *

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

Bonhams

AUCTIONEERS SINCE 1793



Contemporary Art

New Bond Street, London | 27 April 2021



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for iOS & Android

ENQUIRIES

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cassi.young@bonhams.com
bonhams.com/contemporary

FLORA YUKHNOVICH (B. 1990)

Untitled, 2018
oil on paper
21.1 by 15 cm. (8 5/16 by 5 7/8 in.)
£2,000 - 3,000 *



Bonhams

AUCTIONEERS SINCE 1793

THE COLLECTION

Chinese Classical Furniture, Archaic Bronzes and Japanese Art

New Bond Street, London | 13 May 2021

This exceptional European private collection comprises important and exceedingly rare Chinese classical huanghuali furniture, archaic bronze ritual vessels, scholar's works of art and Japanese art, with superb provenance including Grace Wu Bruce, Hei Hung-Lu, the Flack Family Collection, Peter Lai, Nicholas Grindley and others.

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+44 (0) 20 7468 5888
asaph.hyman@bonhams.com
[bonhams.com/chineseart](https://www.bonhams.com/chineseart)

Estimates range from
£3,000 - 1,200,000 *

* For details of the charges payable in addition to the final hammer price, please visit [bonhams.com/buyersguide](https://www.bonhams.com/buyersguide)

Bonhams

AUCTIONEERS SINCE 1793



Kusama: The Collection of the Late Dr Teruo Hirose

New York | 12 May 2021



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ENQUIRIES

+1 872 400 6314
amy.thompson@bonhams.com
bonhams.com

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

* For details of the charges payable in addition to the final hammer price, please visit [bonhams.com/buyersguide](https://www.bonhams.com/buyersguide)

Bonhams

AUCTIONEERS SINCE 1793



Impressionist & Modern Art

New York | 13 May 2021



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INQUIRIES

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molly.ott@bonhams.com
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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

NOTICE TO BIDDERS

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

1. OUR ROLE

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

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

2. LOTS

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

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

Condition Reports

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot’s* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams’* reasonable opinion as to the *Lot’s* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you.

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

Bonhams’ responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller’s* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams’* behalf, whether in the *Catalogue* or elsewhere.

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Alterations

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

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

4. CONDUCT OF THE SALE

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

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

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

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

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

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

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

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

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

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

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

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

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

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 *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on

a successful *Sale* or a financial loss if unsuccessful.

- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

- ⊕ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

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

1 THE CONTRACT

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

2 SELLER'S 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 to and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

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

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

9 THE SELLER'S LIABILITY

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

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

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of its 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. 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 will not be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the *Sale of Goods Act 1979* and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

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

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

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

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

10.2.3 damage to tension stringed musical instruments; or

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

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (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 of Sale* the *Lot* corresponds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

"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

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