

Bonhams



The Male Form

New Bond Street, London | 16 June 2021





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The Male Form

New Bond Street, London | Wednesday 16 June, 2021 at 2pm

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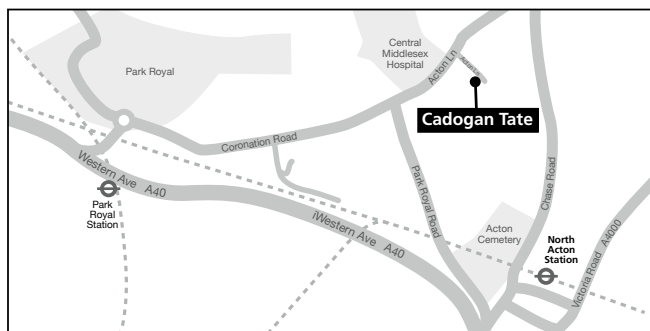
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A Curated Selection by Henry Miller

Lots 1-10



Henry Miller Fine Art is a London gallery showcasing a curated collection of works focusing exclusively on the male form, with works from the 16th Century to the present day, including paintings, drawings, prints and photographs. His is possibly the only gallery in the world, particularly in relation to older works with this singular focus. The works are displayed within Henry's own period home in Walthamstow where viewers and potential buyers can get a sense of what the pictures look like within a domestic setting.

‘It has been very difficult to pick a ‘top ten’ out of the lots in this sale. There are so many good things, which I could not include here. However, what I think draws my selection together is the fact that virtually all the artists selected followed their own path, making works irrespective of the prevailing attitudes and fashions of their time.’



1

HENRY HERBERT LA THANGUE, RA (BRITISH, 1859-1929)

A Nobleman
oil on canvas
61.5 x 50.5cm (24 3/16 x 19 7/8in).

£5,000 - 8,000

€5,800 - 9,200

US\$7,100 - 11,000

Provenance

Bonhams Knightsbridge, British and Continental Pictures, 19 June 2012, lot 24

Acquired from the above sale by the present owner

Henry Herbert La Thangue exhibited a work at the Royal Academy of Arts entitled *An English Noble - 1510* in 1879. He also exhibited a work at Royal Glasgow Institute of Fine Arts entitled *Prince Hal* in 1880.

‘Painted in his final year at the Royal Academy schools for which he received the Gold Medal aged only 20, this sumptuous portrait exemplifies the Victorian craze for history painting, but with a twist. Rather than the norm of depicting a scene from history, the artist has painted himself in 16th Century dress, in homage to Dutch ‘Golden Age’ portraiture.’



2 *

POLYCHRONIS LEMBESSIS (GREEK, 1849-1913)

Seated Young Man
signed in Greek (lower right)
oil on canvas
99 x 69cm (39 x 27 3/16in).

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

Provenance

Sotheby's London, The Greek Sale, 18 October 2001, lot 55
Acquired from the above sale by the present owner

‘Lembessis was the son of a shepherd from the Island of Salamis, who would go on to study at the Royal Academy of Fine Arts in Munich, before returning to Greece. Despite his undoubted talent, he died penniless. His art went out of fashion and it was not until much later after his death, that his reputation was rightly restored.

The simplicity of this picture is, for me, perfect. A bare-chested man perched on simple chair, in a stark interior, with more than just a nod to 16th Century Spanish pictures. Part study of the human form and part portraiture; it is neither and both at the same time.’



3 *

GLYN WARREN PHILPOT R.A. (BRITISH, 1884-1937)

Double sided Portrait Study of Henry Thomas
signed with initials 'G.P.' (lower right); inscribed and dated
'Henry/1935' (on the reverse)
charcoal on paper
27 x 27cm (10 5/8 x 10 5/8in).
unframed
Executed c. 1935

£4,000 - 6,000
€4,600 - 6,900
US\$5,700 - 8,500

'When one thinks of the work of Glyn Warren Philpot, it is impossible not to think of his model and muse of the 1930s, Henry Thomas. Thomas was reportedly discovered by the artist Oliver Messel, who was Philpot's godson, whilst meandering in the National Gallery. Messel subsequently introduced him to Philpot who employed him as his manservant. Given Thomas' appearance in multiple pictures, some of his best work (see, for example, the painting in the Pallant House Gallery collection), I would imagine that he wasn't employed solely for his ability to do the dishes.'

4 AR

PATRICK HENNESSY (IRISH, 1915-1980)

Atlas Beach

signed 'Hennessy' (lower left)

oil on canvas

63.7 x 89.2 cm. (25 1/8 x 35 1/8 in.)

Painted in 1976

£5,000 - 7,000

€5,800 - 8,100

US\$7,100 - 9,900

Provenance

Christie's South Kensington, *Patrick Hennessy R.H.A. & Henry Robertson Craig R.H.A.*, 10 July 1986, lot 34

Private collection

Apollo Gallery, Dublin

Private collection

Whyte's Dublin, 23 February 2015, lot 39

Private collection

Acquired from the above by the present owner

Exhibited

Dublin, Irish Museum of Modern Art, *Patrick Hennessy, de Profundis*, 24 March–24 July 2016

The present work depicts the terrace of the well-known gay bar The Charles Atlas Beach Bar, which overlooks Tangier City Beach, Morocco. The model featured to the right of the composition was also painted by Hennessy in *Kassim by the Sea* (1978).

‘Alongside his more conventional output, Hennessy created a body of work which was far more personal and, for its time, ground-breaking. He addressed issues of masculinity, sexual identity and homosexuality, which, in post-war Ireland was highly extraordinary and extremely brave.

His exploration of homosexuality was nearly always coded, enabling him to display his pictures in full view with only those ‘in the know’ understanding their true meaning. The title of Atlas Beach suggests that the painting is about the beach on the horizon; nothing could be further from the truth! Hennessy has in fact captured the then daily routine of local men coming to a well-known gay bar in Tangiers, Charles Atlas Beach Bar, on the chance of a liaison in the afternoon.’





5

**GEORGE PLATT LYNES (AMERICAN,
1907-1955)**

Study from the Ballet 'Orpheus'
hand stamp 'George Platt Lynes' (on the reverse)
gelatin silver print
19 x 23.5cm (7 1/2 x 9 1/4in).
Executed c. 1948

£1,000 - 1,500
€1,200 - 1,700
US\$1,400 - 2,100

Provenance

Throckmorton Fine Art, New York

'Platt Lynes was a titan of 20th Century American photography. As a highly successful fashion and fine art photographer, he worked for titles such as Vogue and Harper's Bazaar. Throughout his career, he also showed an astonishingly deep commitment to photographing the male nude; something which could have got him arrested at the time. There was no purpose behind it, as he couldn't exhibit or publish his work, other than a profound desire to explore the homoeroticism he captured on film.

The ballet 'Orpheus' choreographed by George Balanchine, was performed by the American Ballet Company, who would go on to become the New York City Ballet. The ballet is still performed by the Company, but presumably with their clothes on!



6

MIKE DISFARMER (AMERICAN, 1884-1959)

Two Pals with Cigarettes

printed posthumously, blind stamped 'The Disfarmer Collection - Authorized Edition' (lower right), 'The Disfarmer Collection' hand stamp and numbered in pencil '14/75' (on the reverse)

gelatin silver print

18.5 x 31.5cm (7 5/16 x 12 3/8in). (sheet 27 x 35cm (10 3/4 x 13 3/4in)).

Executed in 1944

£1,000 - 1,500

€1,200 - 1,700

US\$1,400 - 2,100

‘Disfarmer, a reclusive and a true American eccentric, captured the lives of rural Arkansas during the two World Wars, working out of his studio in Heber Springs where the locals paid 25 cents to have their portraits taken. His work remained undiscovered until the 1970s, but his portraits have more recently been hailed as “a classical episode in the history of American photography.”

The impossibility of knowing what is going on in this photograph, makes it all the more appealing to me. Are they related or high school friends; or even secret high school sweethearts? Who cares! The beauty of the image transcends any need to know.’

PROPERTY FROM THE MILES CHAPMAN COLLECTION

7 AR

TOM OF FINLAND (FINNISH, 1920-1991)

Untitled ("Happy Couple")

signed 'Tom' (lower left)

graphite on paper

30.5 x 22.5cm (12 x 8 7/8in).

Executed in 1974

£15,000 - 20,000

€17,000 - 23,000

US\$21,000 - 28,000

Provenance

Bob Mizer (1922-1992), founder of Athletic Model Guild (AMG)

bequeathed to his heir Wayne Stanley

acquired from him c.1997 (with some hundred-plus original drawings

published in *Physique Pictorial* by other great American physique artists) by Miles Chapman, formerly a senior editor at *Vanity Fair*

Literature

Physique Pictorial, vol. 26, December 1974 (illustrated as back cover)

Tim Blanks, 'Profanation of Our Joys' in *Another Man*, Autumn/Winter

2017 (illustrated p.160)

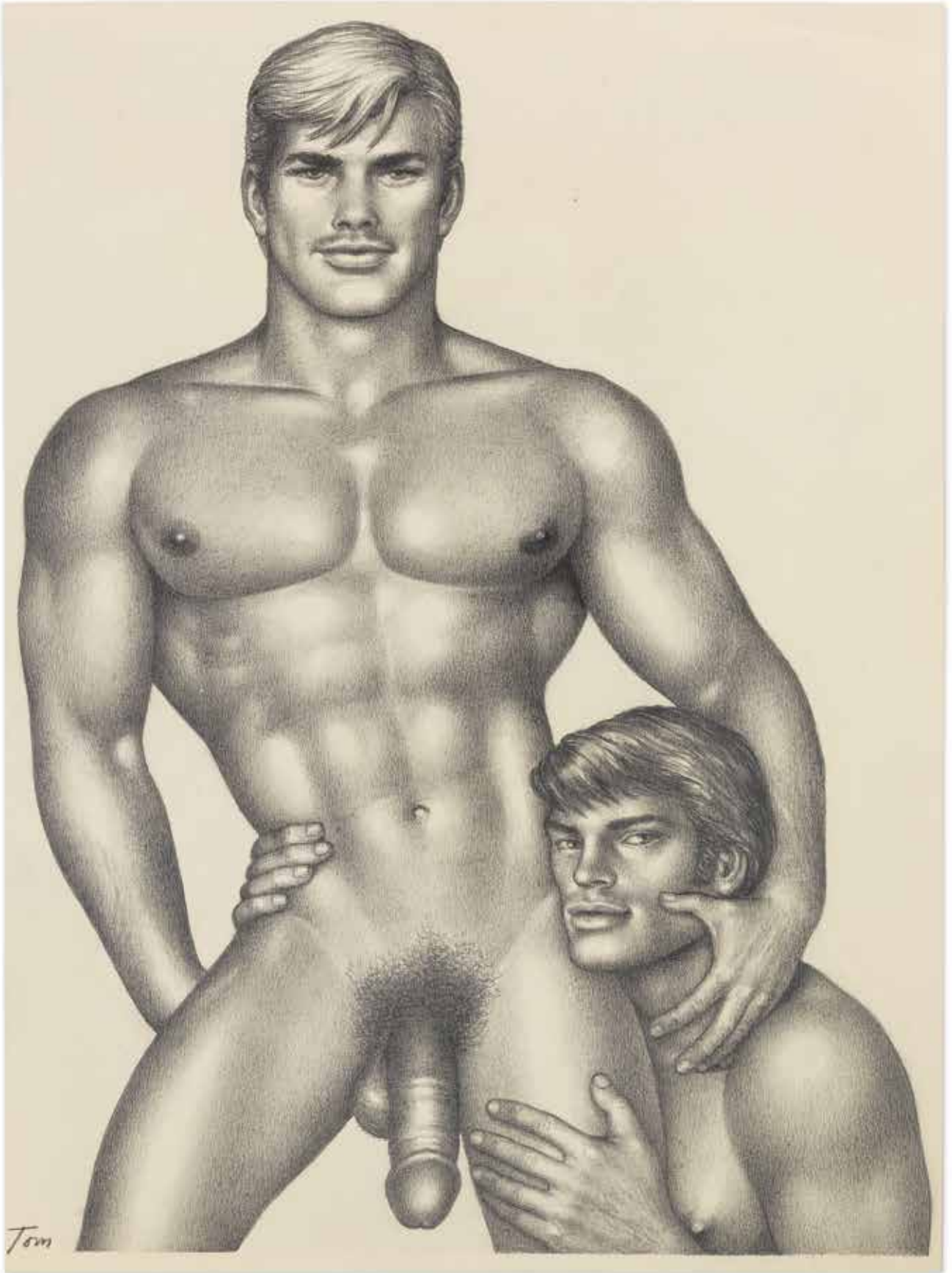
Tom of Finland (real name Touko Laaksonen) came to the attention of American, and indeed global, audiences in 1957 when his drawings first appeared in *Physique Pictorial*, the iconic magazine published in Los Angeles by Bob Mizer. Mizer had founded his photography studio and publishing house, Athletic Model Guild (AMG), in 1945; within two years, he was convicted of distributing obscene material in the form of black and white photographs of young bodybuilders wearing "posing straps" made by his mother. He continued his work nonetheless.

Physique Pictorial, which ran from 1951 to 1990, was packed with Mizer's photographs of soldiers, sailors, hopeful actors, and later on pure street hustlers - each accompanied by light-hearted biographies: Jim is "an active gymnast... [he] plays the piano and does tricks (magician tricks, that is)". In addition, the periodical included Tom of Finland's extraordinary run of drawings, usually in sets of six per theme. They functioned as "teen photo stories" which Mizer published and then sold as photographic copies to his ever-growing readership.

Together, Tom and Mizer codified a new form of male erotica, exploding the charged sexuality under the surface of American life. In Tom's extravagantly romantic images - a potent mix of exaggerated physicality and emotional truth - bikers handle attempted thieves a little too roughly, a strapping TV repairman is cornered against the set by its owner, and the sailors taking a novice to a tattoo parlour are all high-tensile teeth and smiles. It was precisely Tom who developed a new set of subcultural codes (leatherman, cowboy, biker, cop), turning the workwear and uniforms of blue-collar America into a set of cross-cultural fantasy signals that have become globally recognised - permeating the imagery of Robert Mapplethorpe, the Village People, and Queen.

On the back cover of the December 1974 issue of *Physique Pictorial* was this rare and fine finished drawing from Tom's golden age, part of Mizer's 'Set S', where a standing nude makes a possessive/protective gesture to his crouching friend, both regarding the onlooker, direct but enigmatic.

'Tom of Finland would have been 101 this year and his work looks as fresh and sexy as ever. In 1957, one of his drawings was used to illustrate the front cover of the spring issue of *Physique Pictorial*, and his international career was officially launched! Still unknown in America back then, Touko Valio Laaksonen was then credited as 'Tom, an artist who lives in Finland' (his real name was a bit too much for the magazine editor Bob Mizer) and his moniker was born! From then on, his work appeared regularly in the magazine until 1976 and this particular drawing was actually used on the back cover of the December 1974 issue.'





8 AR

HERBERT LIST (GERMAN, 1903-1974)

Untitled

studio stamp 'Foto Herbert List' (on the reverse)

gelatin silver print

28.5 x 23.5cm (11 1/4 x 9 1/4in).

£1,000 - 1,500

€1,200 - 1,700

US\$1,400 - 2,100

'List's classically posed black-and-white compositions, particularly his homoerotic male nudes taken in Italy and Greece in the 1930s, were hugely influential in modern photography. This work, from much later in his career, is far more explicitly erotic than the work he is well known for; suggesting perhaps that the image was never intended for wider circulation.'



9

CHRISTOPHER MAKOS (AMERICAN, BORN 1948)

Franco and Winston/ Boy Kisses, 1994

signed (on the reverse)

collage of four gelatin silver prints, sewn together

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

Executed in 1994

£1,000 - 1,500

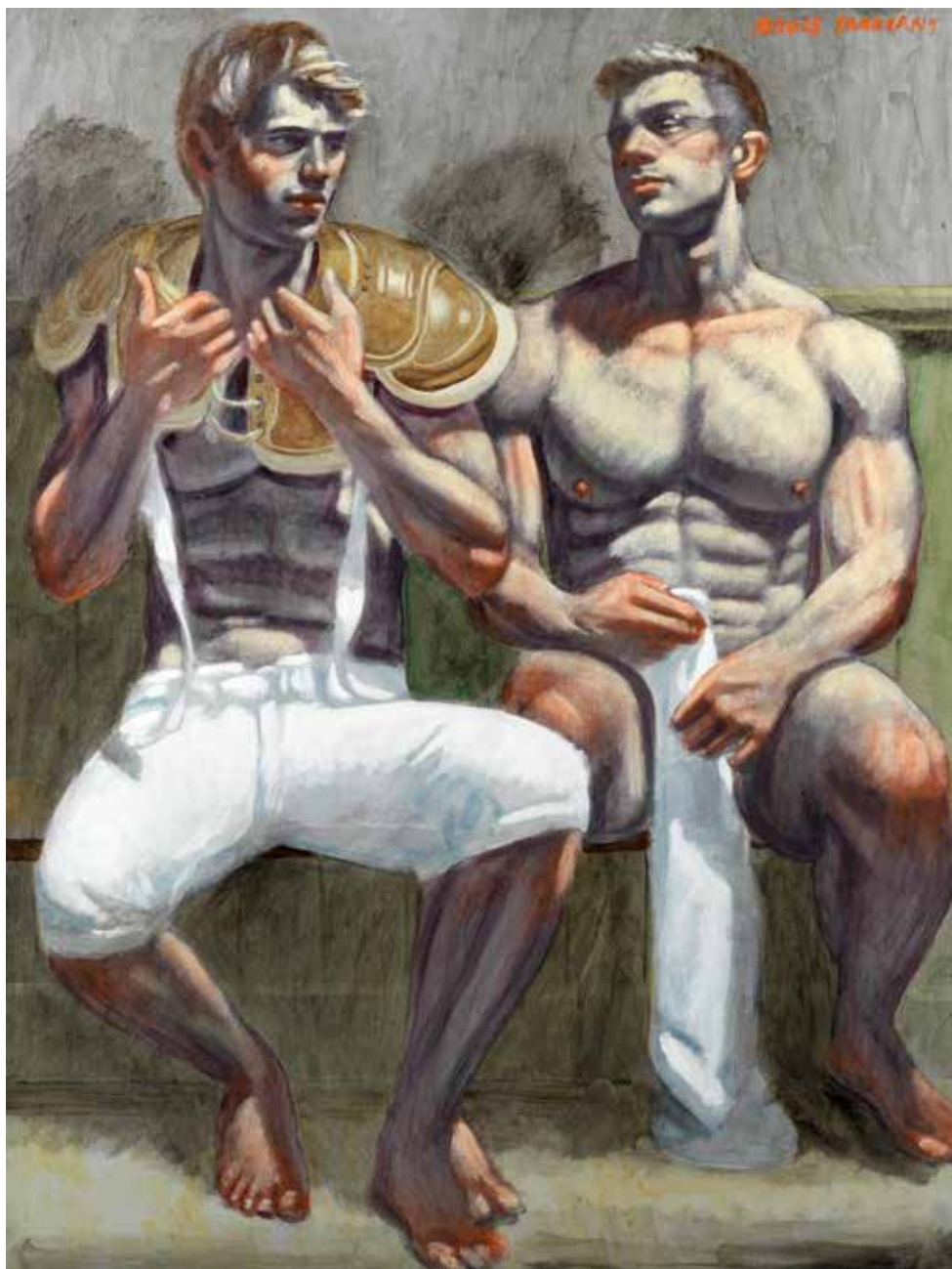
€1,200 - 1,700

US\$1,400 - 2,100

Provenance

Throckmorton Fine Art, New York

‘Described by Andy Warhol as ‘the most modern photographer in America’, Christopher Makos is credited for teaching Andy how to use his first camera. They were close friends throughout the 1970’s and 80’s and went on to collaborate on several projects. Makos started sewing photographs in 1976, a technique he shared with Warhol who created several series of sewn images. Makos said he was always fascinated by how you could turn two things into one by sewing them together and creating something new. This image makes the kiss between the two boys last longer than it would in a single image, turning it into a short erotic film.’



10 *

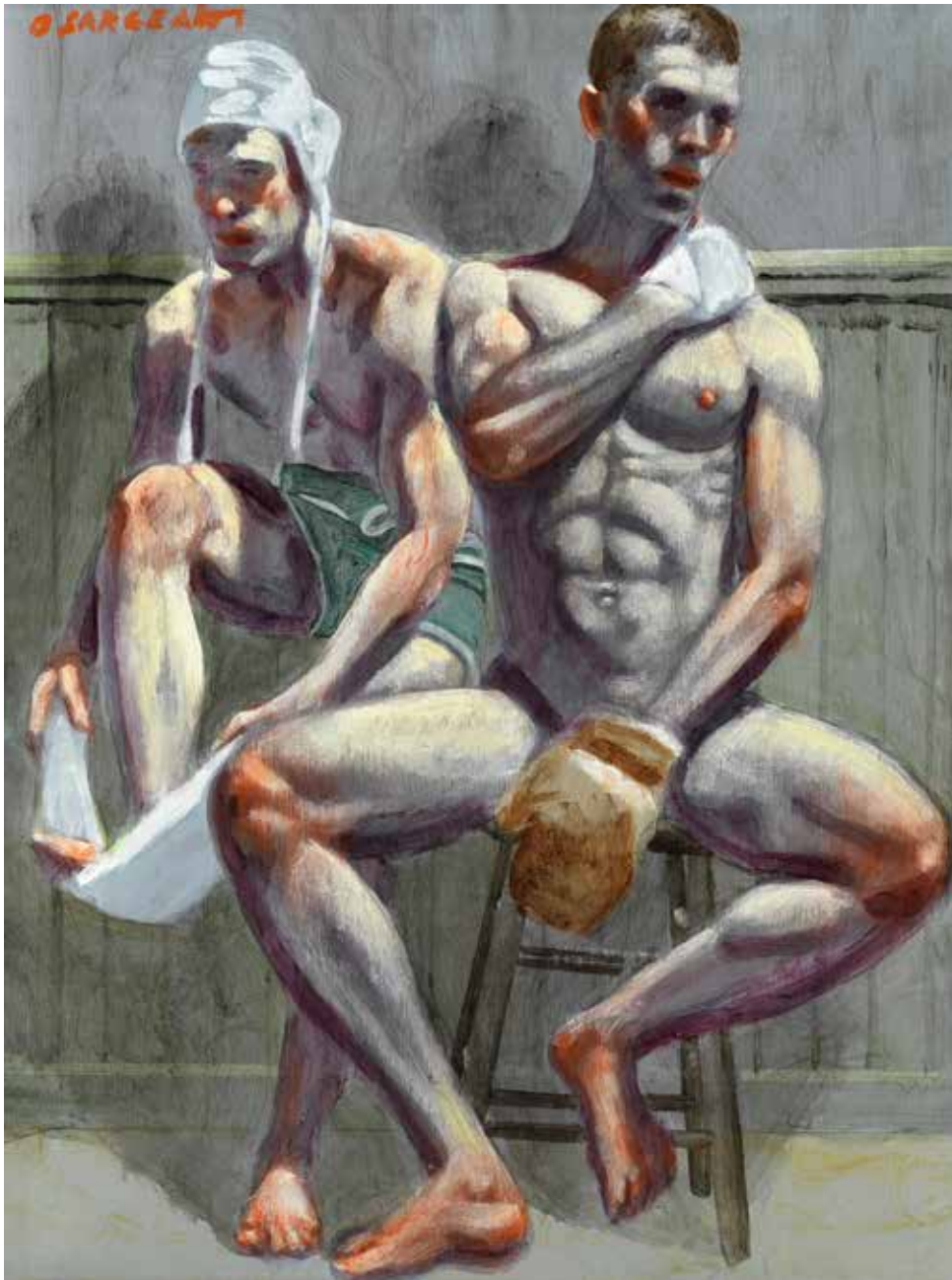
MARK BEARD (AMERICAN, BORN 1956)

American footballers
signed with pseudonym 'Bruce Sargeant' (upper right)
oil on canvas
120 x 89cm (47 1/4 x 35 1/16in).

£2,500 - 3,500
€2,900 - 4,000
US\$3,500 - 5,000

Beard is noted for his objection to the fact that while artists may pass through different stages or periods, success comes from branding the artist with one particular style. He therefore has developed a number of distinct artistic personalities, each with a detailed biography, to enable himself to work in a variety of styles and mediums. The present work is under his persona Bruce Sargeant (1898–1938), who died in a tragic wrestling accident. Works by Sargeant have been installed since 2005 in Abercrombie & Fitch flagship stores.

‘Mark Beard is a fascinating artist who works under several pseudonyms and personas, giving him the freedom to paint in different styles and media. As Bruce Sargeant (an imagined English artist, and contemporary of E. M. Forster, Rupert Brooke, and John Sloan) Beard creates highly charged portraits of men, often athletes, as is the case here, usually in a state of undress. He has created superb murals for Abercrombie & Fitch around the world; I will always remember walking into the New York store many years ago and being bowled over by the beauty and scale of his work.’



11 *

MARK BEARD (AMERICAN, BORN 1956)

Two seated boxers
signed with pseudonym 'B. Sargeant' (upper left)
oil on canvas
59 x 44.5cm (23 1/4 x 17 1/2in).

£1,000 - 2,000
€1,200 - 2,300
US\$1,400 - 2,800



12 *

MARK BEARD (AMERICAN, BORN 1956)

Swimmers

signed with pseudonym 'B. Sargeant' (upper right)

oil on canvas

60 x 90.5cm (23 5/8 x 35 5/8in).

£2,500 - 3,500

€2,900 - 4,000

US\$3,500 - 5,000



13

IAN RANK-BROADLEY (BRITISH, 1952)

Torso of Aron

bears monogram 'IRB' (on rear of left thigh)

bronze

32 cm high (12 5.8in high).

Edition of 10

£2,000 - 3,000

€2,300 - 3,500

US\$2,800 - 4,300

The torso acknowledges the classical tradition of representing the athlete as hero. Ian Rank-Broadley is one of the foremost figurative sculptors working today with works in the British Museum, National Portrait Gallery, Ashmolean Museum., St Paul's Cathedral and the Royal Collection. His effigy of HM Queen Elizabeth II appeared on all UK and Commonwealth coinage from 1998-2015, and the artist's initials appear below the portrait. In 2007 he completed the sculpture for the Armed Forces Memorial, the largest war memorial in the UK. His memorial to Diana, Princess of Wales commissioned by TRH The Duke of Cambridge and The Duke of Sussex will be unveiled on 1st July at Kensington Palace.

14 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Ulysses III

signed and dated 'Vaughan 1938' (lower right) and titled and dated again 'Ulysses/1938' (verso)

oil, pen and ink on paper

32 x 40.6 cm. (12 1/2 x 16 in.)

£10,000 - 15,000

€12,000 - 17,000

US\$14,000 - 21,000

Provenance

Contemporary Books Ltd., Berkshire

Austin/Desmond Fine Art, Ascot

Geoffrey Beene

His sale; Sotheby's, New York, *The Collection of Geoffrey Beene*, 23-24 September 2005, lot 46, where acquired by the present owner Private Collection, U.K.

Exhibited

London, New Grafton Gallery, *Keith Vaughan, Drawings and Paintings*, 1-25 April 1987, cat.no.27

London, Thomas Agnew & Sons, *Keith Vaughan, Retrospective*, 14 November-14 December 1990, cat.no.25

London, Osborne Samuel, *Keith Vaughan, Paintings and Drawings*, 24 May-23 June 2007, cat.no.1

Ulysses is the Latin form of the name Odysseus, the hero of Homer's Greek epic poem *The Odyssey*. Throughout the narrative he becomes trapped with his men on various islands, sometimes for several years at a time. Here we encounter them on a beach, naked and vulnerable, their small boats on the shore and an oar lying in the sand. They appear confused and disorientated. Perhaps this is the island of the Lotus Eaters where his men became intoxicated having eaten the narcotic plants which grew there.

Even at this very early stage in his career, a gathering of male nudes forms the basis of Vaughan's subject matter. While the central figure, seen from behind, is depicted in flesh-like colour, the others are described only in ghost-like lines, superimposed upon a background landscape. Vaughan has used pen and ink to trace and outline the figural forms, which is in-keeping with his early use of materials.

We are grateful to Gerard Hastings for preparing this catalogue entry.



15 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Antonio and Sebastian
bears studio stamp (on the reverse)
oil and ink on paper laid to card
31 x 37 cm. (12 1/4 x 14 5/8 in.)
Executed in 1938

£10,000 - 15,000

€12,000 - 17,000

US\$14,000 - 21,000

Provenance

Geoffrey Beene
Sotheby's New York, *The Collection of Geoffrey Beene, 23-24*
September 2005, lot 29, where acquired by the present owner
Private Collection, U.K.

Exhibited

Ascot, Austin/Desmond Fine Art, *Keith Vaughan, Paintings, Gouaches, Watercolours and Drawings 1936-1976*, 1987, cat.no.8
London, Thomas Agnew & Sons, *Keith Vaughan, Retrospective*, 14
November-14 December 1990, cat.no.24
London, Osborne Samuel, *Keith Vaughan, Paintings and Drawings*, 24
May-23 June 2007, cat.no.2

Literature

Anthony Hepworth and Ian Massey, *Keith Vaughan, The Mature Oils 1946-1977*, Sansom & Company, Bristol, 2012, p.13 (ill.b&w)

Vaughan's *Antonio and Sebastian* is derived from Shakespeare's *Twelfth Night* where both romantic and erotic qualities may be detected in the pair's relationship:

*Antonio: If you will not murder me for my love, let me be your servant...
But, come what may, I do adore thee so, that danger shall seem
sport...(Act II, scene 1)*

*Sebastian: Antonio, O my dear Antonio! How have the hours rack'd
and tortured me, since I have lost thee! (Act V, scene 1)*

At the start of the play a storm causes a shipwreck from which Antonio rescues Sebastian. Vaughan seems to be representing the Illyrian coast in the aftermath, judging by the darkened sky, the dead figure on the beach and the presence of the boats. The older Antonio appears to be protective of the younger Sebastian which is in keeping with the play's narrative. Both are traced in simple black pen and ink outline against the whiteness of the building at the left.

This is one of Vaughan's earliest works in oil paint and his interpretation of the subject and handling of materials, including the viscosity of the paint and the manner in which forms are traced into the wet pigment, are influenced by the work of Christopher Wood. His palette is limited to sepias, ochres, whites and black, helping to determine the intensity of the painting's mood.

We are grateful to Gerard Hastings for preparing this catalogue entry.





16

16 AR
KEITH VAUGHAN (BRITISH, 1912-1977)
 Two Bathers
 bears studio stamp (lower right)
 pencil
 24.8 x 19 cm. (9 3/4 x 7 1/2 in.)
 Executed c. 1965

£800 - 1,200
€920 - 1,400
US\$1,100 - 1,700

Provenance
 The Artist's Estate, from whom acquired by the present owner
 Private Collection, U.K.

The subject of 'bathers' appears more frequently than any other in Vaughan's work. Throughout his life he depicted boys on beaches or bathing in rivers and estuaries. He first showed an interest in the subject in the early 1930s when he took a series of photographs in the male enclosure of Hampstead Ponds and continued to paint, draw and photograph swimmers in his own garden in Essex until the end of his life.

In the present work two young men dangle their legs over the side of an embankment in a moment of relaxation. They are at one with nature and appear to be in some sort of woodland or rocky setting. Although it does not directly relate to any known oil paintings, the composition is typical of Vaughan's concern for integrating the human form within a landscape setting and he produced several variations on this theme over the course of his career.

We are grateful to Gerard Hastings for preparing this catalogue entry.



17

17 AR
KEITH VAUGHAN (BRITISH, 1912-1977)
 Two figures
 pencil
 27.9 x 20.3 cm. (11 x 8 in.)
 Executed in 1961

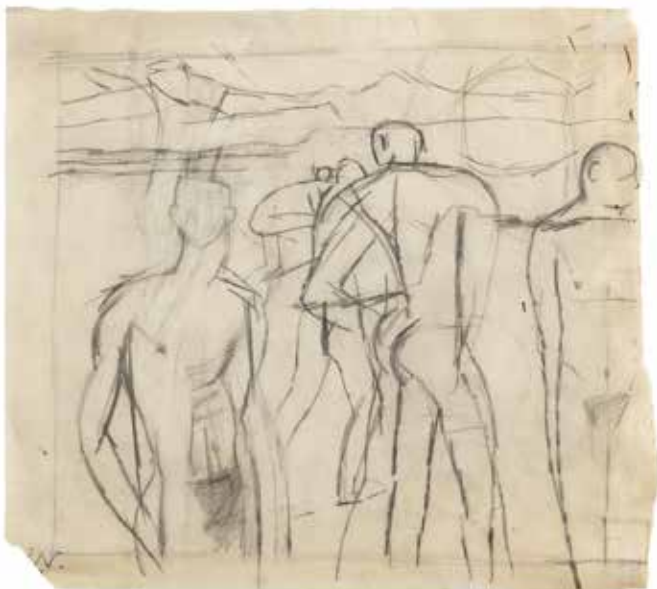
£800 - 1,200
€920 - 1,400
US\$1,100 - 1,700

Provenance
 The Artist's Estate, from whom acquired by the present owner
 Private Collection, U.K.

Two Figures is one of Vaughan's more emotionally charged drawings. A foreground figure dominates the scene while a second background figure cowers from a confrontation that seems to have taken place between them. Partially cloaked in ominous shadow, the central figure is of a muscular type with his fist tightly clenched; he faces the viewer while his companion, with lowered head and hands to his face, turns away from him. Like so much of Vaughan's work the drawing explores the anxiety and tension generated between a dominant and submissive figure and perhaps reflects something of his own stormy relationship with his partner Ramsay McClure:

*The vision of Ramsay's face streaked with tears and rain in the Tuilleries hurts so much because my heart won't melt. I was angry and alarmed at such an assault on my senses. Yet I knew perfectly well how he felt, & how I felt & could do nothing. That sort of abandoned pathos freezing me up so that I cannot make one tiny gesture of sympathy or conciliation. It locks me into an agony against which I am compelled to defend myself with a display of haughty detachment and impatient superiority. (Keith Vaughan, *Journal*, September 22, 1949).*

We are grateful to Gerard Hastings for preparing this catalogue entry.



18

18 AR

KEITH VAUGHAN (BRITISH, 1912-1977)

Assembly of Figures

bears partial studio stamp (lower left)

pencil

22.2 x 25 cm. (8 3/4 x 9 3/4 in.)

Executed c. 1959

£700 - 1,000

€810 - 1,200

US\$990 - 1,400

Provenance

Peter Adam

The Artist's Estate, from whom acquired by the present owner
Private Collection, U.K.

Exhibited

London, Menier Gallery, *Visions and Recollections: Keith Vaughan and Prunella Clough*, 15 April-2 May 2014, cat.no.106, p.105 (ill.)

Over the course of twenty-five years Vaughan produced nine major paintings to which he applied the title *Assembly of Figures*. The first dates from 1952 and the last was completed in 1976. There are many related gouache and pencil studies of which this is one. It came from the collection of Peter Adam, one of Vaughan's closest friends and was found in its present condition in the artist's studio after his death.

The *Assemblies* share certain pictorial characteristics. For example, the protagonists are invariably male and are presented to the viewer nude or semi-nude. This makes identification of the individual, his social class or profession, impossible to ascertain. The settings are beachscapes or semi-abstracted landscape environments, whereby figure and location are melded together into a coherent composition – despite few specific clues to indicate where they are. Nor can we interpret the precise activities the figures engage in or for what purpose their coming together has taken place. Vaughan does not help matters by distilling facial features and disguising genitalia; he considered both these anatomical details to be 'the attention grabbers' and thought they exerted a considerable pull on the eye of the viewer. Gestures are generally of an anti-dramatic type and psychological expressions are virtually non-existent. The lack of narrative clarity is intentionally restricted to engender pictorial ambiguity and generate a quality of enigmatic uncertainty.

We are grateful to Gerard Hastings for preparing this catalogue entry.

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.



19

19 AR

HENRY LAMB (BRITISH, 1883-1960)

Portrait of a Petersfield Boy

signed 'H. Lamb' (on the overlap)

oil on canvas

40.5 x 33 cm. (16 x 13 in.)

Painted c. 1923

£2,000 - 3,000

€2,300 - 3,500

US\$2,800 - 4,300

Provenance

The Artist, by whom gifted to

Richard Carline

Private Collection, U.K.

Exhibited

London, Gallery Edward Harvane, *Henry Lamb and his Friends*, 29 May-28 June 1974, cat.no.7

Richard Carline recalled in 1974 that the present work was painted by Lamb whilst the artist stayed with Stanley Spencer at Petersfield. Gilbert Spencer suggested that the sitter may have been the son of the local vicar.



20 AR

ERIC HENRI KENNINGTON R.A. (BRITISH, 1888-1960)

An Infantryman

signed and dated 'Eric. H. Kennington/16' (lower left); inscribed 'eyes/violet blue/nose red/lips v. red./face pale' (upper right); and bears inscription and date 'Passed by Censor/Allen N Lee/capt/11/12/16' (lower right)

charcoal and pencil

54.5 x 37.8 cm. (21 1/2 x 14 7/8 in.)

£4,000 - 6,000

€4,600 - 6,900

US\$5,700 - 8,500

Provenance

Leonard G. Duke, C.B.E.

The Fine Art Society, London, May 1972

Private Collection, U.K.

The present work belongs to a group of drawings Kennington made in the first half of December 1916 at the Somme front, several of which were exhibited at the Goupil Gallery in March 1917. The works received favourable attention and in May of that year Kennington was approached by the Department of Information with an invitation to become an official war artist.

We are grateful to Dr Jonathan Black for his assistance in cataloguing this lot.



21 AR

REGINALD LEWIS (BRITISH, 1899-1990)

A bronze bust of Alex Henshaw, Spitfire test pilot
inscribed and dated '1945' (on shoulder)

67cm high (26 3/8in high).

Executed in 1945

£1,000 - 1,500

€1,200 - 1,700

US\$1,400 - 2,100

Provenance

The Artist, presented to

Royal Society of British Sculptors (now the Royal Society of Sculptors)



22 AR TP

MIGUEL OSLÉ SÁENZ DE MEDRANO (SPANISH, 1879-1960)

A monumental patinated bronze figure of 'The Prisoner' the shackled semi-nude male figure clad in a loin cloth, his left arm behind his head, on square plinth base, the base signed and dated 'MYL OSLE MCMXXXV', 200cm high overall.

£6,000 - 7,000

€6,900 - 8,100

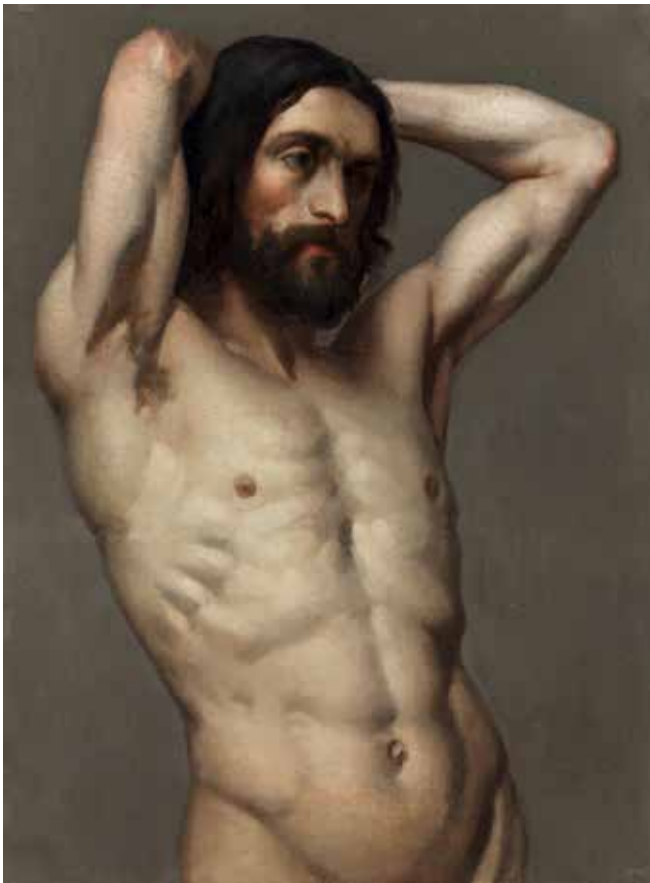
US\$8,500 - 9,900

Provenance

Sotheby's London, 16 November 2006, lot 161

By repute formerly part of Miguel Osle's monument commemorating the loss of sixty three members of Barcelona Football Club during the Spanish Civil War between the July 1936 and the April 1939. Although a monument that was possibly planned prior to the war (as the work is dated 1935), it was erected outside the front of the old stadium, 'Les Corts' (opened in 1922 and closed in 1957) but was removed when the building was demolished to make way for its replacement 'Camp Nou'. The monument incorporated two larger than life male nudes, a helmeted soldier and the present figure, a chained prisoner. Many of the players and supporters that the monument came to commemorate fell during the bloody conflict between the Republicans or Loyalists (as Catalonia was a strongly Republican area) and Franco's Nationalists.

Affectionately known as Barca and a Catalan institution, FC Barcelona was founded in 1899 and the club motto 'Mes que un club (More than a club)' reflects the pride of Barcelona's citizens. The sculptor Miguel Oslé Sáenz de Medrano was himself a club member which is presumably why he felt so strongly to work on the monument, although he may have utilised a work that had been previously planned in the preceding years before the conflict. Miguel collaborated on a number of monuments with his brother Lluçia in Barcelona and another Civil War memorial by Lluçia is situated in the Parc de Montjuïc.



23

23 *

CONTINENTAL SCHOOL (19TH CENTURY)

Academic standing male figure with arms raised

oil on canvas

39 x 29cm (15 3/8 x 11 7/16in).

unframed

£800 - 1,200

€920 - 1,400

US\$1,100 - 1,700



24

24 AR

PATRICK HENNESSY (IRISH, 1915-1980)

Bound Figure

signed 'Hennessy' (lower right)

pastel on paper laid on board

110 x 77.5 cm. (43 1/4 x 30 1/2 in.)

Executed c. 1938

£2,000 - 3,000

€2,300 - 3,500

US\$2,800 - 4,300

In the late 1930s Hennessy was moving frequently between the U.K., France and Italy. In this period his work was often made in pastel on paper. Other examples include the portraits of the Hempel children executed in 1939. Stylistically the present work employs chiaroscuro; and has a distinctly eerie or surreal quality that links it to works such as *Exiles* (Dublin City Gallery, The Hugh Lane).

We are grateful to Seán Kissane for his assistance in cataloguing the present lot.



25 *

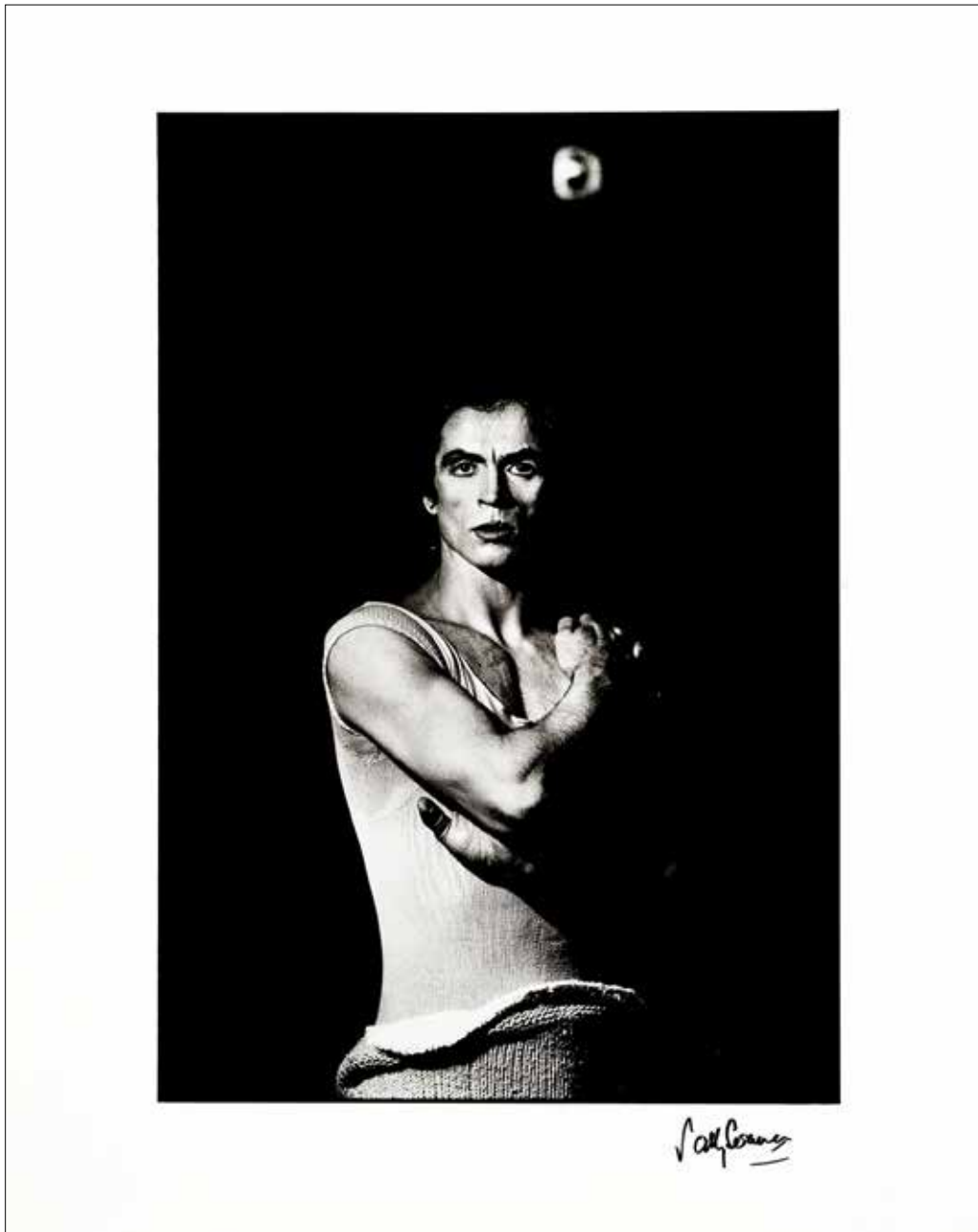
AURÈLE ROBERT (SWISS, 1805-1871)

Two Carthusian monks singing
signed and dated 'ARobert 1865' (lower left)
oil on canvas
90.2 x 71.8cm (35 1/2 x 28 1/4in).

£7,000 - 10,000

€8,100 - 12,000

US\$9,900 - 14,000



26

SALLY SOAMES (BRITISH, 1937-2019)

Rudolf Nureyev

printed later, signed on recto lower right

gelatin silver print

40 x 28cm (15 3/4 x 11in). (sheet 50.5 x 40.5cm, 20 x 16in).

Executed in 1978

£800 - 1,200

€920 - 1,400

US\$1,100 - 1,700

Soames “disarmed the notoriously prickly ballet dancer Rudolf Nureyev by sitting at his feet in his dressing room and explaining how she had broken her toe earlier in the day” (obituary of her in *The Guardian*, 23 October 2019). Of the sitting, she wrote, “He was coated with sweat and I knew that I had the makings of a wonderful photograph. He was the most beautiful and magnetic creature I have ever seen.”



27 * AR TP

**FRANZ BARWIG THE YOUNGER
(AUSTRIAN, 1903-1985)**

An impressive sculpted wood figure of Apollo, the stylised male nude modelled after the antique with drapery around his arms trailing to the floor, on integral rectangular plinth base, the right side with incised signature *FRANZ BARWIG JUN*, the surface with dark brown staining, 159cm (62 5/8in) high.

£8,000 - 12,000
€9,200 - 14,000
US\$11,000 - 17,000

The sculptor Franz Barwig the elder (Austrian, 1868-1931) was engaged by the American socialite and heiress Marjorie Merriweather Post's architects, Wyeth and Urban to execute sculptures for her house, Mar-a-Lago in Palm Beach. As such, Barwig brought his son with him to help with the engagement and over a period of three years, the younger Franz not only helped his father to carve works in wood and stone, but also contributed his own sculptures.

By repute from the sculptor's family, Barwig the younger's sculpture of Apollo was submitted for the building's entryway, for which two life-sized sculptures were being considered. However the nudity of the subject and its neo-classical cubist aspect, although stylistically up-to-date was however apparently considered inappropriate and the submission was rejected and the work returned to Austria.

28 * AR TP

MARCEL RENARD (FRENCH, 1893-1974)

A rare 'documentary studio cast' bronze model of a male torso

in contraposto pose, raised on an integral square plinth base, signed and dated *Marcel Renard 1923*, and with inscribed Atelier monogram and edition *ARM 7/8*, dark brown patination, 81cm (31 1/2in) high

£4,000 - 6,000

€4,600 - 6,900

US\$5,700 - 8,500

A sculptor and medallist, Renard studied under his father, the sculptor Leopold Renard (1868-1870) in Lyon and subsequently with Jean-Marie Boucher (1870-1939) and Auguste Patey (1855-1930) at the Ecole des Beaux-Arts in Paris.

Renard produced a number of public monuments including fountains and sculptures for the Salon International des Arts Decoratifs of 1925 in Paris for which he won a gold medal.

The present and following lots are 'documentary casts' from the sculptor's studio which were reputedly retained by Renard's family after his death. The presence of the *ARM (Atelier Renard Marcel)* monogram along with the original visible piece mould seams to each cast illustrate their purpose, which was to be a permanent record of the work should the original plaster be damaged or destroyed.

The art historian Emmanuel Bréon (curator emeritus of Le Musée des Années Trente and currently chief curator of the Cité d'Architecture at the Trocadéro) is currently researching and compiling a major detailed monograph on Marcel Renard which will be published by Norma Editorial. The fully illustrated book will include extensive private and public documented archive material recording the life and career of the sculptor and his work.





29 * AR TP

MARCEL RENARD (FRENCH, 1893-1974)

A rare 'documentary studio cast' bronze figure of 'Daniel bathing' dated 1923

the nude youth with his right hand on his hip, a draped robe resting on his wrist, raised on integral square plinth, signed and dated *Marcel Renard 1923*, and with inscribed Atelier monogram and edition number *ARM 5/8*, dark brown patination, *82cm (32in) high*.

£3,500 - 4,000

€4,000 - 4,600

US\$5,000 - 5,700

Please see preceding lot for further footnote on this bronze.



30

JEAN-PIERRE GRANGER (PARIS 1779-1840)

Bacchus and Ariadne

oil on canvas

36.4 x 28.4cm (14 5/16 x 11 3/16in).

£4,000 - 5,000

€4,600 - 5,800

US\$5,700 - 7,100

Provenance

Bonhams Knightsbridge, Old Master Paintings, 24 October 2018,
lot 218

Acquired from the above sale by the present owner

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.



31

ITALIAN SCHOOL, 18TH CENTURY

Saint Sebastian

oil on canvas

66.4 x 46.5cm (26 1/8 x 18 5/16in).

£3,000 - 5,000

€3,500 - 5,800

US\$4,300 - 7,100



32



33

32 *

MERRY-JOSEPH BLONDEL (FRENCH, 1781-1853)

Two preparatory studies
each signed and dated, one 'M Blondel/Le 2. fevrier 1835' the other
'M Blondel/Le 6 jan 1835' (both lower right)
black chalk
59 x 44.5cm (23 1/4 x 17 1/2in). and 60 x 46cm (23 5/8 x 18 1/8in).
(2)

unframed

£1,200 - 1,800

€1,400 - 2,100

US\$1,700 - 2,600

33 *

ATTRIBUTED TO FRANCOIS LÉON BENOUVILLE (FRENCH, 1821-1859)

Reclining youth
black and white chalk and charcoal
19 x 41.5cm (7 1/2 x 16 5/16in).

£400 - 600

€460 - 690

US\$570 - 850

'IL GRUPPO DEL LAOCOONTE' A VERY RARE AND LARGE NAPLES, REAL FABBRICA FERDINANDEA, BISCUIT PORCELAIN MODEL OF LAOCOON AND HIS SONS, CIRCA 1785

Modelled by Filippo Tagliolini after the antique, on a naturalistic rockwork base, the Laocöon seated on a larger rock, his sons by his side, 52cm high (some restoration)

£40,000 - 60,000

€46,000 - 69,000

US\$57,000 - 85,000

The only other recorded example of this group - on a rectangular base - is in the Museo Civico 'Gaetano Filangieri', Naples, published by Angela Caròla-Perrotti, *Le Porcellane dei Borbone di Napoli* (1986), no. 491, and Giuseppe Morazzoni, *Le Porcellane Italiane*, vol.II (1960), pl. 367.

The statue of Laocöon and His Sons was excavated in Rome in 1506, placed in the Vatican, and is one of the finest expressions of the full hellenistic baroque. It represents the Trojan priest Laocöon and his two sons being attacked at an altar by two large serpents. Since its discovery, it has been connected with a marble Laocöon group praised in the highest terms by the main Roman writer on art, Pliny the Elder in his *Naturalis Historia*. Pliny attributed the work, then in the palace of the (future) Emperor Titus, to three Greek sculptors from the island of Rhodes, Hagesandros, Athenodoros and Polydoros, but does not give a date or patron. It is generally believed that although the Laocöon and his Sons, excavated in 1506, was not discovered in an imperial house, this group was indeed the one seen by Pliny. The monumental Laocöon Group by Baccio Bandinelli (Florence, 1493-1560) in the Galleria degli Uffizi differs slightly from the original but shows the right arm of the priest and the right arm of the son to his right in the same position as we find it in the Naples biscuit copy. In the original marble, the priest's right arm was missing, and Giorgio Vasari's *Life of Baccio Bandinelli* tells us he made a wax arm to replace the lost one and used it as a model for his copy of the Laocöon, commissioned in 1520 by Pope Leo X de' Medici as a gift to King Francis I. It is therefore likely that the Naples biscuit is based on a copy of the Laocöon by Baccio Bandinelli rather than the Vatican original.



One could say that, notwithstanding the beautiful figure of the Pietà (see A.Caròla-Perrotti, *Le porcellane dei Borbone di Napoli* (1986) cat.no. 438), religious sculpture was more the exception than the rule at the Real Fabbrica Ferdinanda under Domenico Venuti. When Venuti became director of the Naples factory in 1779, he wholeheartedly embraced the new neo-classical style heavily influenced by the archaeological finds and the large number of antiquities in the collection of the King. One of the most famous collections of antique sculpture, the Farnese Collection, comprising marbles from the Caracalla Baths in Rome, was moved in its entirety to Naples by Ferdinando IV in 1787. Many of these marbles were translated into biscuit porcelain in large sizes, for example the single figures of Hercules and Flora. Additionally many small-scale busts were incorporated into table-designs as most recently published by Angela Caròla-Perrotti in her book *L'Arte di imbandire la tavola* (2017).

The *Gruppo Laocöonte* can be counted among the largest of these faithful copies of classical sculpture in biscuit porcelain, only rivaled in size by the equally impressive *Toro Farnese*. The genius of Filippo Tagliolini is again illustrated in the two other large-scale sculptures of his own invention, namely the *Caduta dei Giganti* and the *Il Carro del Sole* which seamlessly fit into this canon of neoclassical sculpture.





35 †

**THE PRIDE CUPS: EIGHT CAST SILVER-GILT
AND COLOURED CUPS**

Hal Messel, Birmingham 2019

cast from the ancient Roman 'Warren Cup', depicting two intimate homosexual love scenes, the body of each cup has been given a vibrant translucent coloured finish, the flat capped handles with scroll finger loops, on short circular pedestal foot, in a fitted case, *height 11.5cm, length across handles 17.7cm, weight of all 261 troy oz.*

These eight colours reflect those used on the original Rainbow Pride Flag, and each reference a meaning: hot pink (sex), red (life), orange (healing), yellow (sunlight), green (nature), turquoise (magic/art), indigo (serenity), violet (spirit)

(8)

£180,000 - 220,000

€210,000 - 250,000

US\$250,000 - 310,000

Exhibited

London, British Museum, July 2019



The Pride Cups

created by silversmith Hal Messel and inspired by the celebrated and controversial Roman 'Warren Cup'.

THE WARREN CUP

The silver Warren Cup, created early in the first century AD almost certainly in Rome, is a remarkably important and beautiful masterpiece of Roman art. It stands eleven centimetres high and is made of 95 per cent pure silver, and comprises a thin-walled bowl with high relief repoussé scenes, then chased from outside. There is an inner liner of thicker silver with a solid, projecting rim. The cup sits on a cast and soldered foot, and originally would have had a pair of vertical handles which would have taken its weight up to almost half a kilogram.

The Warren Cup is exceptional amongst antiquities because of its “challengingly explicit homoerotic scenes” (Dyfri Williams, *The Warren Cup*, British Museum Press, 2006, p.5). On either side, two males are shown in a sexual act. On one side, an older, bearded figure reclines on his back, as a youth eases himself into his lap; they are observed by a slave peering around a door. On the other side, a young boy is almost cradled from behind by a muscular youth.

In archaeological terms, the Warren Cup is a *kantharos*, a luxury drinking vessel designed for use at a dinner party. Other *kantharoi* survive, including as pairs, and from their designs it seems that they were intended to spark conversation. In general, however, most ancient silver vessels have been lost to us, having been melted down over the centuries. The Warren Cup is believed to have been found buried at Bittir, near Jerusalem, and it may have been taken there by a Roman official during the time that Judaea was a Roman province. In AD 66 Jerusalem was taken over by the Jews, and the cup was probably buried for safety by the fleeing official (it was found in a hoard with coins of the emperor Claudius, AD 41-54).

The cup was probably excavated in the first decade of the twentieth century and taken to Rome, where it was bought by the collector Ned Warren in 1911. Warren (1860-1928) was a wealthy American who lived at Lewes House in East Sussex, and in 1904 commissioned Rodin to produce his marble sculpture, *The Kiss* (now at Tate Modern). After Warren's death the cup passed through various private hands before being acquired by the British Museum in 1999 for £1.8m.

HAL MESSEL

Messel is an award-winning silversmith and sculptor. Trained at the Goldsmiths Company and drawing inspiration from Omar Ramsden, Paul Storr and Fabergé, he merges traditional techniques with contemporary designs. Messel has undertaken commissions for the Royal Collection – with a work now permanently housed at St. George's Chapel, Windsor – The Duke and Duchess of Abercorn, The Earl of Belmore, and others. Colefax & Fowler exhibited his work during London Craft Week 2017, and David Gill Gallery showed him at Masterpiece London in 2018.

THE PRIDE CUPS

A previous owner of the Warren Cup produced a mould of it, and subsequently gave this mould to Hal Messel. Inspired by the story of the cup, and struck by the continuing struggles of the LGBT community, Messel initially planned to make a single bubble gum pink cup out of solid silver. The idea grew, however, and coinciding with the 30-year anniversary of the LGBT rights charity Stonewall, he went on to craft eight innovative versions of the Warren Cup – The Pride Cups.

Messel worked with the Pangolin Editions sculpture foundry, using the mould of the Warren Cup to produce a new resin copy. The resin copy was 3D-scanned, tidied and straightened, and 3D-printed back into resin. Silver cups were then cast from this resin model, and Messel then chased these cups by hand to enhance the intricate details of the scenes found on the original Warren Cup. It is thought that the Warren Cup was gilt in places, so Messel gilded areas of the Pride Cups accordingly. With Pangolin, over eight months and many attempts he developed a process for coating the silver with colours, allowing the polished silver to shine through, as a nod to the colours of the rainbow flag.

SUMMARY

The eight spectacular Pride Cups represent a creative blend of ancient antiquity, contemporary silversmithing, and modern sexual debate. Explicitly striking and vibrant, they are one of a kind and never to be repeated.

A substantial donation will be made to Stonewall and the British Museum by the vendor of this lot.



36

**A ROMAN MARBLE MALE TORSO
CIRCA 1ST-2ND CENTURY A.D.**

Of youthful athletic form, depicted nude, standing with his weight on his right leg, his proper left shoulder slightly raised, with defined pectorals, abdominals, and iliac crests, the rounded buttocks below prominent dorsal muscles emphasized by a sunken depression along the spine, the remnants of an iron tang at the neck, *80cm high*

£40,000 - 60,000

€46,000 - 69,000

US\$57,000 - 85,000

Provenance

Private collection, Europe, circa 19th Century (based on repair technique)

Hruby collection, Vienna, until 1980s

Private collection, Vienna, 1980s-2020

Statues such as the above are of a type known as Polykleitan youths. Best known for his bronze sculptures of young athletic males, such as the *Diadumenos* and the *Doryphoros*, Polykleitos was one of the most recognized artists of his time. He was actively creating between 450-415 B.C. and his works survive to this day through marble copies dating to the Imperial Roman period. Statues of victorious athletes were originally commissioned to adorn public spaces in Classical Greece, in celebration of their sporting triumphs, and to uphold them as the epitome of youthful strength and vigour. These sculptures are categorized through their dynamic postures, weight resting on one leg, the opposite shoulder raised creating an 'S'-curve in the torso, finely carved musculature and the juxtaposition of tense and relaxed muscle.

For similarly modelled torsos see C. Vermeule, *Greek and Roman Sculpture in America*, California, 1981, no. 25-26.





37

KRIKOR DJOLOLIAN-ARAX (ARMENIAN, 1897-1975)

Selected studies of bodybuilders by Studio Arax, 1930s-early 1960s
50 gelatin silver prints, printed 1940s-60s, variously with
photographer's inkstamps on verso and/or credit at foot or in
negative, many with sitters named in pencil on verso
23 x 17cm (9 1/16 x 6 11/16in).
(50)

£1,200 - 1,800
€1,400 - 2,100
US\$1,700 - 2,600

The Armenian-born Krikor Djololian-Arax moved to Paris in 1922 and founded Studio Arax. He collaborated with the English magazine *Strength and Health* from 1934 until his death in 1975, and photographed many Mr Universe contests. Subjects, pictured wearing trunks, include: Emile Bonnet (Mr World, 1938); finalists of a physique contest, 1947; Andre Drapp; Georges Manoukian; Earl Maynard; Enrico Tomas; Ray Routledge; Yvon Permal; Afoy Mozane; Charles Klejniak (Mr Belgium); Jean Merlier.



38

MIGUEL BERROCAL (SPANISH, 1933-2006)

A 'Torso Verona Opus 173' torque
the gold and silver plated bronze puzzle pendant in the form of a male torso with a detachable fig-leaf, signed Berrocal, numbered 871/1000, artist's presentation box, certificate and bronze stand (4) pendant dimensions 6.6cm x 9.7cm (2 1/2 x 3 3/4in), torque inner diameter 12.2cm (4 3/4in).
Designed in 1980

£1,500 - 2,000
€1,700 - 2,300
US\$2,100 - 2,800

The Spanish artist Miguel Ortiz Berrocal was an award-winning sculptor who worked in a wide range of scales from monumental outdoor sculptures to the most intricate of jewels. He is best known for his 'puzzle' sculptures, many of which concealed miniature artworks or jewels and some could be reassembled into a variety of forms.

From 1967 to 2004, Berrocal lived in Verona, Italy, where he worked closely with nearby foundries. During his lifetime, his work was widely exhibited throughout Europe, North and South America and Japan. In 2004 he returned to Spain, remaining artistically active until his sudden death in 2006. The Fundación Escultor Berrocal in Berrocal's hometown of Villanueva de Algaigas continues to preserve and promote the artist's legacy and body of work.



39

BRUNO MARTINAZZI (ITALIAN, 1923-2018)

A 'backside' brooch
modelled as a pair of pert male buttocks, signed 'Martinazzi'
3 x 3.5cm (1 3/16 x 1 3/8in).
Designed in 1968

£12,000 - 15,000

€14,000 - 17,000

US\$17,000 - 21,000

Literature

Gerhard Bott, *Schmuck*, Pforzheim, 1971, pp. 126-7, (illustrated)
Guido Gregorietti, *Jewelry; History & Technique from the Egyptians to the Present*, Milan, 1979, p. 137, (illustrated)
Carla Gallo Barbisio, *Stati della Mente del Processo di Creazione Artistica*, Vol. 1, Turin, 1986, (illustrated on p. 55)

The Italian artist, Bruno Martinazzi (1923-2018) studied music and chemistry in his native Turin. In 1951, he left the chemical industry to work as a goldsmith's apprentice to the Mussa brothers, while also attending night school at the Scuola Orafi Girardi. His art and sculpture studies then took him to Florence and Rome, where he held his first one man show of enamelled copper and silver reliefs in 1954. In 1960, Martinazzi participated in an exhibition of Italian jewellery at the Neiman-Marcus store in Dallas, Texas, of which Arnaldo and Gio Pomodoro were two of the organisers. The following year he received an award for his submissions to the International Exhibition of Modern Jewellery at the Goldsmiths Hall in London. In 1967, he completed his *Marce della Pace* in the form of a series of bracelets and brooches composed of abstract figures walking in step or standing in a crowd as a protest against the Vietnam War.

This 20 carat yellow gold brooch depicting a pair of pert male buttocks is one of twelve jewels, believed to be unique, from Martinazzi's 'Economic Growth' series. The back plate of the jewel is mounted in 18 carat yellow gold.

40

LOU STOUMEN (AMERICAN, 1917-1991)

Dog chasing rabbit into hole: Tattoo Aboard US Mission bay, South Atlantic
signed in pencil 'Lou Stoumen' (on the reverse)
gelatin silver print
20 x 25cm (7 7/8 x 9 13/16in).
Executed in 1943

£1,000 - 1,500
€1,200 - 1,700
US\$1,400 - 2,100

Provenance

Throckmorton Fine Art, New York



40

41

ERNEST TROVA (AMERICAN, 1927-2009)

A 'Falling Man' pendant
modelled as a standing male figure, unsigned
length 8.4cm (3 1/4in).
Executed c. 1970-71

£4,000 - 5,000
€4,600 - 5,800
US\$5,700 - 7,100

Provenance

The Artist's Estate, found after his death in his studio with several other examples cast in 10ct gold in a small cardboard box from the foundry Stange Company Inc, St Louis, bearing a postmark dated June 2nd 1971.

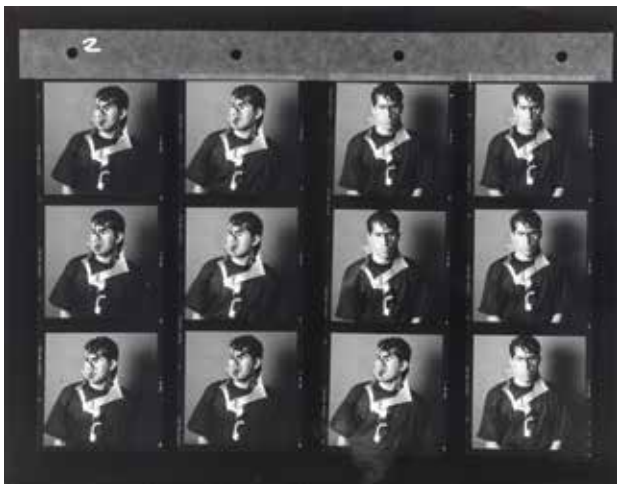
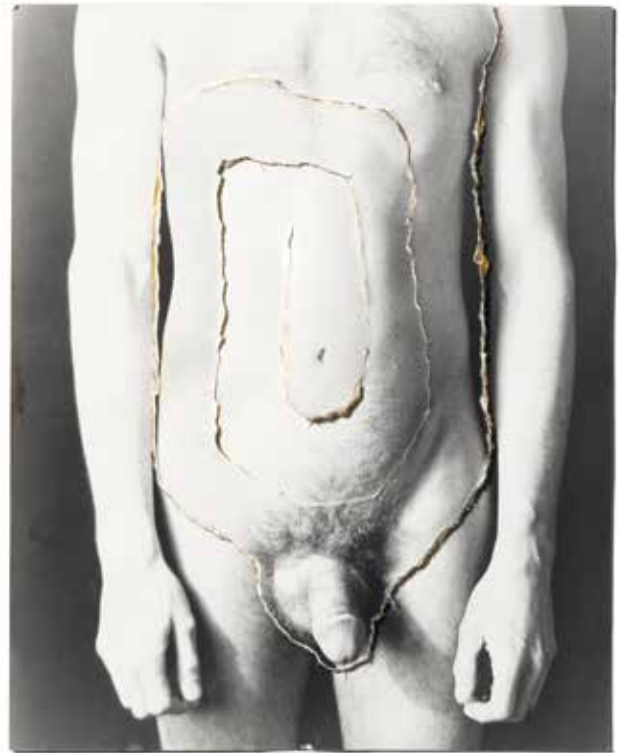
Ernest Tino Trova (1927-2009) was a self-trained American surrealist, pop art painter and sculptor. As a young artist, he worked as a decorator and window dresser at the Famous-Barr department store in St. Louis. Morton D. May, an art collector who later served as Chairman of The May Department Stores Company purchased one of Trova's early paintings and donated it to the Museum of Modern Art in New York. During the beginning of his career, Trova exhibited his work at the Pace Gallery, now one of the world's leading contemporary art galleries. In addition to the Museum of Modern Art in New York, Trova's work is held by the Guggenheim Museum, the St. Louis Art Museum in his native Missouri and the Tate in London.

Trova is best known for his signature image and figure series, 'The Falling Man'. The works in this series feature an armless human figure, who appears in Trova's sculptures, paintings and prints. In a 1964 interview about the concept in the *St. Louis Post-Dispatch*, Trova stated that "...man is first of all an imperfect creature... It's very close to many theories of man — the Catholic view that man is a fallen creature, for example." Trova used classic American comic character toys in some of his sculptures, many of which were cast in unusual white bronze. Trova's donation of forty artworks to St. Louis County led to the opening of the Laumeier Sculpture Park in 1975.



41 (front)

41 (reverse)



42 (artist wearing the Jewellery)

42

MICHAEL PETRY (AMERICAN, BORN 1960)

Two paper 'Almost There' necklaces

glossy black and white photographs of two male nudes, ripped into spirals for wear around the neck, gold acrylic paint verso, accompanied by transparencies and contact sheets of the artist wearing the rear view necklace

photograph dimensions 20.4cm x 25.3cm (8 x 10in).

(7)

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800

Michael Petry (born 1960) is an American conceptual artist and currently serves as the Director of the Museum of Contemporary Art in London. For a later example lent by Petry to the Museum of Art and Design in New York, see Ilse-Neuman, U., *Multiple Exposures. Jewelry and Photography*, New York, 2014.



43

**A GROUP OF SIX ROMAN BRONZE PHALLIC AMULETS
CIRCA 1ST-2ND CENTURY A.D.**

Comprising five phalli with naturalistic genitalia, each with suspension loops above, one amulet with pierced hinged plate, the phallus at one end, a hand in 'fig' gesture at the other, 3.7cm-5.8cm long

(6)

£1,000 - 1,500

€1,200 - 1,700

US\$1,400 - 2,100

Provenance

Heddington collection, London, formed 1960s-1982; and thence by descent

Timeline Auctions, London, Anonymous sale, 6 February 2014, lot 767

Private collection, U.K.

Phallic amulets such as these would have been worn as a good luck charm to ward against the evil eye; the 'fig' gesture had similar apotropaic qualities. These amulets were commonly worn by children, who were considered to be particularly at risk from malevolent forces.

44 * TP

MARIUS JEAN ANTONIN MERCIÉ (FRENCH, 1845-1916)

An extremely rare 'undraped version' bronze figure of 'David Apres Le Combat (David after the battle)', the nude turbaned youth with raised right arm as he sheaths his sword, the base signed *A. Mercié* and inscribed *PARIS F. BARBEDIENNE FOUNDER* and with *A COLLAS BREVETE REDUCTION MECHANIQUE* pastille, the head of Goliath with ciseleur's initials *CH. C.* for Charles Cauchois behind his left ear, light to mid brown patination, 71.5cm high (28 1/8in high).

£10,000 - 12,000

€12,000 - 14,000

US\$14,000 - 17,000

Influenced by the sculptors of the Florentine Renaissance, Mercié executed his composition of David with the head of Goliath at the Villa Medici in Rome in 1869-1870. With its powerful but graceful curved and undulating planes, the figure united traditional classicism and modern realism winning it a prestigious "médaille de 1ère classe" at the Paris Salon of 1872.

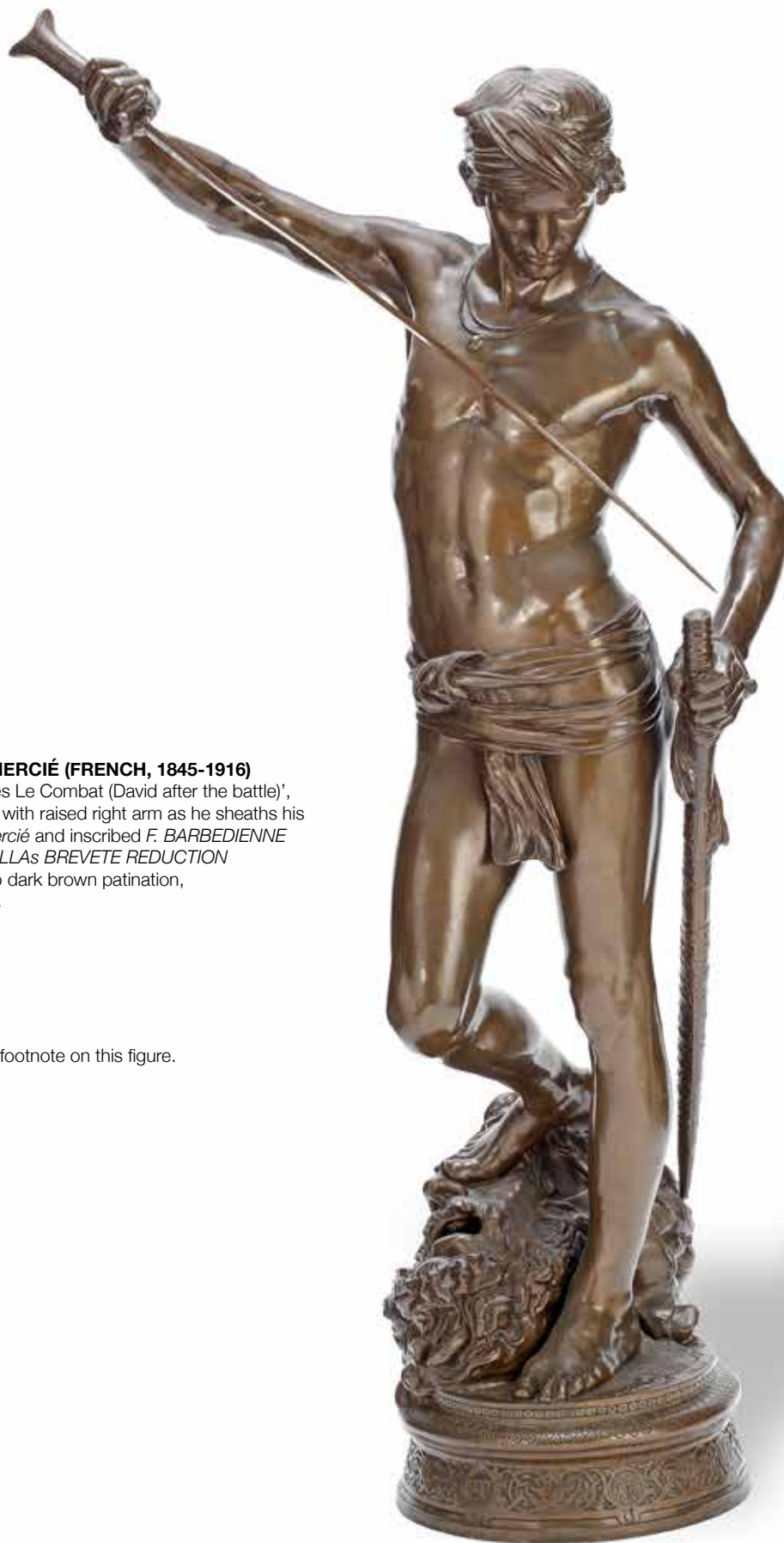
A life-size bronze version of the 'undraped' figure of David cast by the Thiebaut frères foundry dating to the same year is now in the permanent collection of the Musée d'Orsay. Larger plaster versions are also in the collections of museums at Cusset, Dijon and Toulousein France and at the Villa Médicis itself and a marble version was exhibited at the Paris Exposition Universelle of 1889.

The figure of David by Mercié is usually seen in its clothed version with the youth clad in a draped loin cloth. The subsequent lot to the current one in this sale illustrates this more commonly found version. The more demure presentation was presumably seen in the closing years of the 19th century as being fair more acceptable to the general taste of the public at large and versions of this widely reproduced variant were edited in six scaled sizes made possible by the Archille Collas "Réduction Mécanique" process.

However, the offered lot is a very rare Barbedienne edition cast of the original 'undraped' nude version. Although infrequently found, these casts usually measure, as in the the current lot, 72cm high although a cast measuring 92cm has also been recorded. Their rarity almost certainly derives from them being 'special orders' as the subject was probably not considered suitable for a domestic setting. In addition it is possible that these special casts were used on the foundry's exhibition stands to illustrate to potential clients that the model could also be ordered large scale in its originally conceived form for more public spaces.

The casting and finishing of all Barbedienne casts was a very specialised process with the chasing and finishing sometimes taking months to complete. This would certainly have been the case with the current lot where the presence of Cauchois's initials under the left ear of Goliath's head, confirming the importance of the cast as he was the star ciseleur at the foundry.





45 TP

MARIUS JEAN ANTONIN MERCIÉ (FRENCH, 1845-1916)

A bronze figure of 'David Apres Le Combat (David after the battle)', the semi-clad turbaned youth with raised right arm as he sheaths his sword, the base signed *A. Mercié* and inscribed *F. BARBEDIENNE Fondeur, Paris* and with *A COLLA's BREVETE REDUCTION MECHANIQUE* pastille, mid to dark brown patination, 111cm high (44 11/16in high).

£3,500 - 5,000

€4,000 - 5,800

US\$5,000 - 7,100

Please see preceding lot for footnote on this figure.



46

EMIL KECK (GERMAN, 1867-1935)

Gladiator

signed and dated 'E KECK. 86.' (lower left)

oil on canvas

110 x 80cm (43 5/16 x 31 1/2in).

Painted in 1886

£4,000 - 6,000

€4,600 - 6,900

US\$5,700 - 8,500

47 *

DENIS FOYATIER (FRENCH, 1793-1863)

A bronze figure of Spartacus, modelled as the the nude Thracian prince as a Roman slave, depicted at the moment of breaking his chains, his crossed arms holding a sword in his right hand, a robe cast down behind him on a pedestal, the whole raised on an integral square plinth base, dark brown patination, 40cm (15 1/2in) high.

£3,000 - 4,000

€3,500 - 4,600

US\$4,300 - 5,700

Famed as a talented sculptor and painter working in the neoclassical style, Foyatier, although of modest origins, entered the *École nationale supérieure des beaux-arts* ("National Higher School for Arts and Crafts") in Paris in 1817.

In 1819 he exhibited his first pieces and, aged 26, was awarded a scholarship for the French Academy in Rome. There at the Villa Médicis he created the mould for perhaps his most famous work *Spartacus* which was sealed by a royal commission for the work in marble in 1828. Subsequently the sculptor oversaw edition casts in bronze for the model in various sizes.





48 *

**CIRCLE OF GIULIO CESARE PROCACCINI
(BOLOGNA CIRCA 1570-1625 MILAN)**

Saint Sebastian

oil on panel

88.2 x 35.2cm (34 3/4 x 13 7/8in).

£7,000 - 10,000

€8,100 - 12,000

US\$9,900 - 14,000

49 AR TP

ENZO PLAZZOTTA (ITALIAN, 1921-1981)

Adam

partially signed and dated '1967' (on the base)

black marble

152.4cm high (60in high).

Unique

£7,000 - 10,000

€8,100 - 12,000

US\$9,900 - 14,000

Provenance

The Artist, by whom gifted to the present owner
Private Collection, U.K.

Exhibited

Geneva, Galerie Chedal, November-December 1967

London, Grosvenor Gallery, June-July 1970

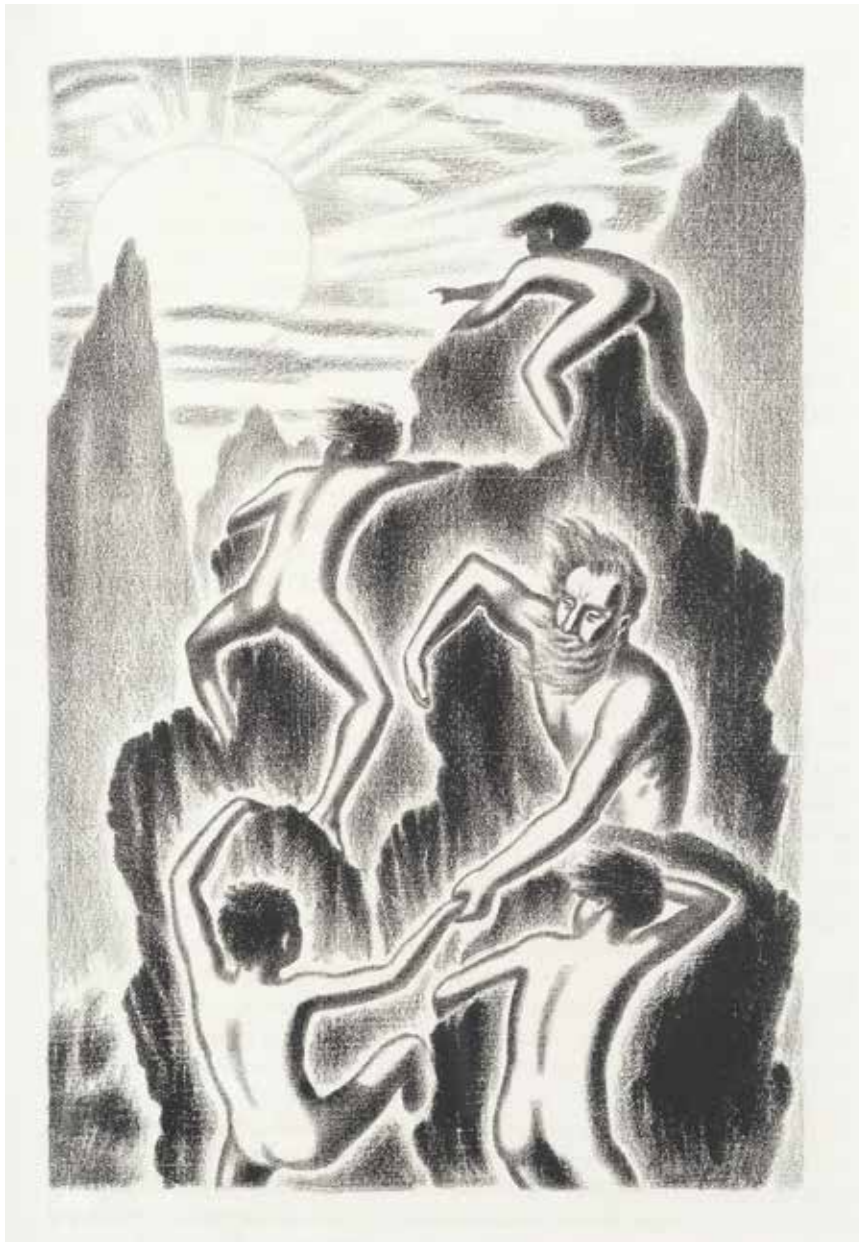
Literature

Carol Plazzotta and Richard O'Connor, *Enzo Plazzotta, A Catalogue Raisonné*, Trefoil, London, 1986, p.183, cat.no.M4

The post-war works of Enzo Plazzotta eschew the period's fashion for modernism, remaining resolutely classical. Italian born and London based, Plazzotta's sculpture will be familiar to many through the several public works still situated on London's streets, such as the lyrical statue of dancer David Wall prominently displayed on Millbank. The present large black marble carving of Adam draws its posing from Michelangelo's famous Sistine Chapel fresco central section *The Creation of Adam* (c.1508-1512). In both, the figure's nude physique is contrasted against rough-hewn rock; his index finger reaches skyward capturing the moment when God confers the divine spark of life upon him.

The present work is unique in this material, with two further carvings of the subject executed in White and Statuario marble. Only twenty-two marbles by Plazzotta are recorded, with the examples of Adam being the largest. An edition of nine (plus an artist's edition) were planned to be cast into bronze in 1975, with the present Black marble carving used for the mould, but records suggest only three examples were ever cast. A Bronze cast of Adam is in the collection of the Spencer Museum of Art, Kansas.





50 •

RALPH CHUBB (BRITISH, 1892-1960)

The Heavenly Cupid or the True Paradise of Loves... Designed, Illustrated, Composed & Printed in Script by the Author, **FIRST AND ONLY EDITION**, NUMBER 36 OF 45 COPIES, *lithographed throughout on hand-made Hayle Mill paper, frontispiece (signed and dated "R.N. Chubb 1944" beneath image), large vignette on title, full-page plates and numerous illustrations throughout, 4 printed sheets of publisher's advertising materials (2 versions of a hand-printed prospectus; order form with perforated section intact; sheet of press notices) loosely inserted, publisher's half morocco over green corduroy, spine sun faded [Reid A10], folio (390 x 280mm.), Fair Oak, near Kingsclere, by the Author, [1933]*

£3,000 - 5,000
€3,500 - 5,800
US\$4,300 - 7,100

Provenance

John Raymond Danson (1893-1975), bookplate designed by Stephen Gooden. Danson served in both World Wars, and was made a Lieutenant Colonel commanding the Fourth Battalion Cheshire Regiment at Dunkirk during the Second World War

LIMITED TO ONLY 43 COPIES, SIGNED BY THE AUTHOR. "One day in this corporeal age there appear'd to me a lovely youth. He seem'd of fifteen years: he was naked. In face and form he was loveliest of all flesh I had ever beheld". The most lavishly illustrated, and one of the most forthright, of Ralph Chubb's idiosyncratic self-published works on the attractions of male youth. This copy includes four rare pieces of advertising ephemera for the publication, comprising two prospectuses, order form and printed notice of reviews. The *Times Literary Review* drew comparisons with the visionary illustrated books of William Blake, but notes that Chubb's "'Sybilline Book' devotes more space to sexual than to mystical problems, though the two are inextricably mixed...".

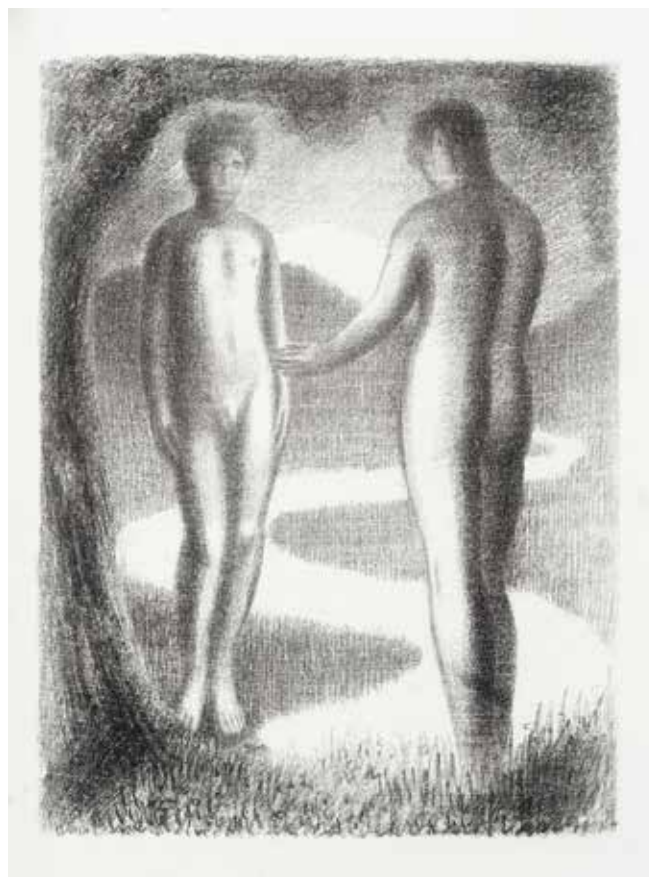
51 •

RALPH CHUBB (BRITISH, 1892-1960)

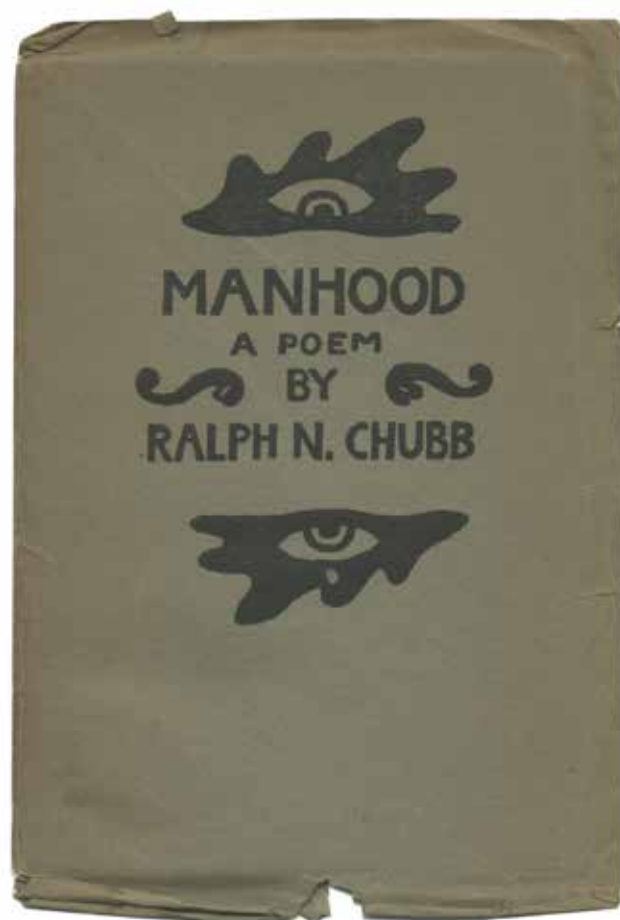
The Sun Spirit. A visionary Phantasy, FIRST AND ONLY EDITION, NUMBER 2 OF 30 COPIES, *this one of 24 uncoloured copies, printed on Hollingworth paper, one page printed in red, 7 full-page lithographed plates and other illustrations by Chubb (some full-page), original half morocco over cloth, the upper cover gilt-stamped with the title and the figure of nude boy [Reid A9a], folio (385 x 280mm.), Fair Oak, near Kingsclere, Designed & Decorated by the Author, 1931*

£2,000 - 4,000
€2,300 - 4,600
US\$2,800 - 5,700

The first edition of one of Ralph Chubb's self-published, Blake-inspired visionary works of Uranian literature, this one printed in an edition of only 30 copies. Dedicated to "you true visionary lovers of the boyhood divine", Chubb proclaims that "God is Love & Love is a Naked Nuptial Adolescent Youth without Blemish".



51



52

52 •

RALPH CHUBB (BRITISH, 1892-1960)

Manhood, a Poem... Designed and Engraved by the Author, *second edition (of approximately 25 copies, the first edition of approximately 200 copies appearing in the previous month), woodcut frontispiece, and illustrations (including vignette on title), type set by Ethel Chubb, publisher's pictorial wrappers, edges frayed with a few small losses, Curridge, Printed by L.J. Chubb "with the hand-press made by him", March 1924; A Fable of Love & War. A Romantic Poem, NUMBER 186 OF 200 COPIES, signed with initials on the colophon, the first issue with an additional illustration on the upper cover, woodcut illustrations by the author [Reid 3], publisher's grey wrappers printed in green, edges a little creased, Curridge, Printed by E.R. Chubb for R.N. Chubb, 1925; A Book of God's Madness, NUMBER 82 OF 95 COPIES, SIGNED BY THE AUTHOR on the colophon, woodcut vignette on the title, 2 full-page woodcut plates by the author, publisher's red wrappers, printed title label on upper cover, edges frayed with a few small losses, Written A.D. 1923 and Only Now for the First Time Privately Printed A.D. 1928, 8vo (3)*

£800 - 1,200
€920 - 1,400
US\$1,100 - 1,700

LORD FREDERICK LEIGHTON (BRITISH, 1830-1896)

A bronze figure of 'The Sluggard', the nude male stretching, on canted square base, inscribed *THE SLUGGARD*, and signed *Fred Leighton*, and with inscribed foundry marks, *FOUNDED BY J. W. SINGER & SONS, FROME SOMERSET*, 52cm high (20in high).

£15,000 - 20,000

€17,000 - 23,000

US\$21,000 - 28,000

Although perhaps better known as a fashionable Royal Academy painter of the late 19th century, Leighton took up sculpture in the 1870's and today is regarded as the father of New Sculpture in England. Leighton's Sluggard, also known as 'Athlete Awakening from Sleeping', was first executed in 1882. Giuseppe Valona, the Italian model who posed for 'An Athlete Struggling with a Python', was again used for the Sluggard. Edgcumbe Staley described the moment when: 'Giuseppe Valona, the model, a man of fine proportions, weary one day of posing in the studio, threw himself back, stretched out his arms and gave a great yawn. Leighton saw the whole performance and fixed it roughly in clay straight off.'

A more refined life-size plaster was later exhibited at the Royal Academy in 1886 and was awarded a medal of honour when it was shown at the Paris Exposition Universelle three years later. A bronze cast of this plaster, acquired by Henry Tate in 1896, is now in the Tate Gallery.

The Sluggard has obvious parallels with Rodin's 'Age of Bronze', exhibited in 1884 and it was perhaps this work which encouraged Leighton to revive his earlier model. The work later became one of the most popular Victorian statuettes when reduced-scale bronze editions were made by Arthur Leslie Collie and cast by the Singer Foundry.

Literature

S. Beattie, p.189 and 260, n.59; Minneapolis Institute of Arts, cat. no.39

S. Jones, C. Newall, et al., *Frederic, Lord Leighton: Eminent Victorian Artist*, Royal Academy of Arts, 1996



54 AR TP

SIR WILLIAM REID DICK (BRITISH, 1878-1961)

A bronze figure of 'The Catapult' or 'Slingshot Boy', the nude figure twisting to the right and aiming his catapult, the naturalistic base signed and dated *W. Reid Dick 1911*, mounted on veined green marble rectangular plinth base, the figure 63cm. high (24 13/16in high), 67cm high (26 3/8in high) overall.

£8,000 - 12,000

€9,200 - 14,000

US\$11,000 - 17,000

Provenance

Christie's, Furniture, Works of Art & Carpets, 13th September 2005, lot 263

Reid Dick first exhibited his bronze of 'The Catapult' or 'The Slingshot' as it was alternatively known at the Royal Academy in 1911. Measuring 60cm high, this large scale version was first cast by the Italian founder Giovanni Galizia at the Parlanti foundry and is now in the Bradford City Art Gallery, Cartwright Hall. Later reductions in two sizes, 60cm and a smaller and more common 33cm high were cast by Galizia in his own foundry although the model was subsequently cast after the first world war by other foundries. The Victorian Web states that examples of the large size cast measuring 60cm high are rare, citing the Bradford example as being the only known recorded example of this size held in a British public collection.

The present bronze measuring 63cm high is however evidently rarer still, as it corresponds in height with an apparently unique bronze figure of the same subject sold in these rooms as lot 297, 4 November 2015, Fine English Furniture, Sculpture & Works of Art, sale 22305, which had direct provenance to the sculptor and family descendants. This figure was marked with the foundry stamp for the Morris Singer Foundry, dating it to no earlier than 1927 when the foundry firms of Morris and Singer merged. In addition the surface of this figure, much like the present lot, had a distinctive Verdigris green tone which apparently was Reid Dick's preferred surface finish for patination when he oversaw the casting and finishing process. As such, it is possible that the present lot, although unmarked, may also date from the same period.

Literature

D. Wardleworth, *William Reid Dick, Sculptor*, Ashgate, p.160

H. Granville Fell, *Sir William Reid Dick, KCVO, RA*, London, 1945, pl. 2

J. Cooper, *Nineteenth Century Romantic Bronzes: French, English and American Bronzes 1830-1915*, Devon, 1975, pp. 97-8

B. Read, J. Barnes and A. Kader, *Leighton and his Sculptural Legacy: British sculpture 1875-1930*, London, 1996, p.56



55

**GUGLIELMO VON PLÜSCHOW
(GERMAN, 1852-1930)**

Musician

albumen print mounted

21 x 15cm (8 1/4 x 5 7/8in).

Executed c. 1900

£800 - 1,200

€920 - 1,400

US\$1,100 - 1,700



55

56

**BARON WILHELM VON GLOEDEN
(GERMAN, 1856-1931)**

L'Offerta

albumen print, mounted

22 x 16cm (8 11/16 x 6 5/16in).

Executed in 1902

£1,000 - 1,500

€1,200 - 1,700

US\$1,400 - 2,100

Provenance

Au Bonheur du Jour / Nicole Canet, Paris



56



57

DANTE GABRIEL ROSSETTI (BRITISH, 1828-1882)

Standing male nude with arms raised with an additional study of a male torso (recto) and figure studies (verso)
 signed with monogram (lower left) and indistinctly inscribed 'I saw much / Calling' (upper left)
 pencil and chalk
 33.5 x 16.5cm (13 3/16 x 6 1/2in).

£4,000 - 6,000
 €4,600 - 6,900
 US\$5,700 - 8,500

Provenance

The Estate of William W. Appleton
 Christie's New York, 29 January, 2015, lot 110

The present lot relates to Rossetti's first major oil painting *The Girlhood of the Virgin Mary*, and is a study for the figure of Joachim. For other figure studies for the finished work, see Virginia Surtees, *The Paintings and Drawings of Dante Gabriel Rossetti: A Catalogue Raisonné*, Oxford, 1971, I, nos. 40A & 40B.

58

HENRY HOLIDAY (BRITISH, 1839-1927)

Study of Adam

signed 'H.Holiday' (lower right); inscribed (on the reverse)

pencil on paper

29 x 15cm (11 7/16 x 5 7/8in).

Executed c. 1870

£1,500 - 2,000

€1,700 - 2,300

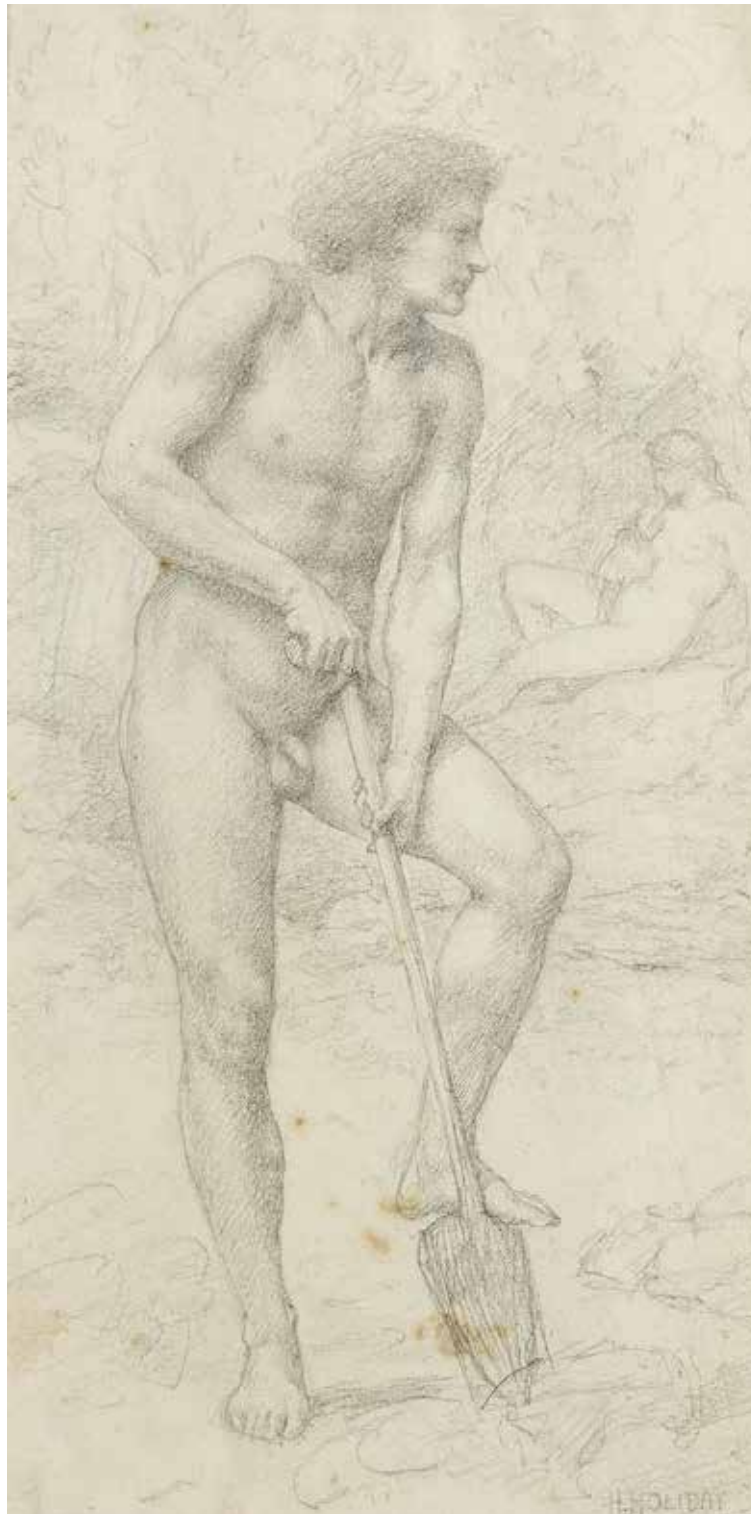
US\$2,100 - 2,800

Provenance

Sotheby's Belgravia, probably 19 October 1971

Acquired from the above sale by the family of the present owner

A drawing for the large watercolour "Adam", dated 1870, which was sold in these rooms on 27 September 2017 (lot 46).





59 AR

MORRIS GOLDSTEIN (POLISH, 1892-1970)

African Native

signed with monogram (lower right); further signed, titled and inscribed with Artist's address 'AFRICAN NATIVE/MORRIS GOLDSTEIN/18 CRAVEN WALK/STAMFORD HILL/N.16' (on Artist's label attached to the reverse)

oil on canvas

54.5 x 31cm (21 7/16 x 12 3/16in).

and on the reverse, an unfinished painting of flowers in a garden attributed to the same hand

£3,000 - 5,000

€3,500 - 5,800

US\$4,300 - 7,100

Provenance

The Artist, and thence by family descent

Literature

Raymond Francis, *Morris Goldstein - The Lost Whitechapel Boy*, 2020, illustrated p.54 (a copy of which is included in the lot)

Born in the Polish town of Pinczow in 1892, Goldstein's family were forced to flee the pogroms in 1900 and along with around 100,000 other Jews, they settled in the East End of London. Attending The Arts and Crafts School in Stepney Green, he became friends with

Isaac Rosenberg, and together they would spend much time at the Whitechapel Art Gallery, a haven from the harsh realities of life. Here they met Mark Gertler, and soon their friendship group would expand to include David Bomberg, Jacob Kramer, John Rodker and Stephen Winston: this remarkable group of artists and writers came to be known as The Whitechapel Boys, with Goldstein playing a pivotal role in its formation. Along with Rosenberg, Bomberg, Kramer and Meninsky, Goldstein received financial assistance from the Jewish Education Aid Society in order to study at the Slade School of Fine Art. Upon leaving the Slade he exhibited at both the Whitechapel Art Gallery (in the ground-breaking 1914 exhibition *Twentieth Century Art: A Review of Modern Movements*, in the Jewish section curated by Bomberg and Epstein) and the New English Art Club, and then took up a position teaching art at Toynbee Hall in Aldgate East. Unfortunately crippling financial pressures forced him to abandon his pursuit of a career in fine art, although he continued to paint throughout his life and returned to exhibit at the Whitechapel Gallery in the East End Academy show in 1953, nearly forty years after first exhibiting there, and would do so nearly every year thereafter until 1960.

Goldstein outlived all the Whitechapel Boys, and continued to create work long after their deaths. It is fascinating to explore his work now, especially given his origins as an integral member of this important artistic group, and *African Native* presents an exciting opportunity to acquire a painting by this artist whose work has hitherto remained largely undiscovered.



60 AR

MARCEL DYF (FRENCH, 1899-1985)

Mon pote le gitan, la fleur à la bouche
signed 'Dyf' (lower right)

oil on canvas

73.7 x 60.3cm (29 x 23 3/4in).

Painted in 1958

£3,500 - 4,500

€4,000 - 5,200

US\$5,000 - 6,400

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 1450.



62



61

WILLIAM ETTY, RA (BRITISH, 1789-1849)

Seated male nude

signed 'W Etty' (lower right)

black and white chalk on tan paper

29 x 23cm (11 7/16 x 9 1/16in).

£1,000 - 1,500

€1,200 - 1,700

US\$1,400 - 2,100

Exhibited

New York, The Drawing Shop, *Early English Drawings and Watercolours*, 22 October-15 November 1963



62 *

KARL BALLEMBERGER (GERMAN, 1801-1860)

An academic seated male nude

signed with monogram and dated 'KB 15.8.34' (lower right)

pencil

29.5 x 21cm (11 5/8 x 8 1/4in).

with another larger work in pencil of a similar subject attributed to the same hand (2)

£1,200 - 1,800

€1,400 - 2,100

US\$1,700 - 2,600

61



63 *

**A JAPANESE IKI NINGYO (LIVING DOLL)
OF A BASKET-PEDDLER**

Meiji era (1868-1912), late 19th century

Gesso and pigment over carved wood with, glass eyes, modeled as a vendor of bamboo baskets, the figure realistically rendered, standing, naked save for a *fundoshi* (loincloth), wearing *zori* (straw sandals), fixed on a wood stand and carrying his (removable) portable stall suspended with his wares consisting of numerous baskets and containers of varying size and type, all individually woven from split bamboo or rattan; *unsigned*. The basket-peddler: 41cm (16 3/16in) high including stand; the portable stall: 37cm x 52cm x 20cm (14 9/16in x 20 1/2in x 7 14/16in). (20).

£3,000 - 5,000
€3,500 - 5,800
US\$4,300 - 7,100

Provenance

A French private collection

During the nineteenth century, *iki ningyo* ("living dolls") played a prominent role in popular urban culture; in Edo (present-day Tokyo), for example, highly realistic images of strange people from imaginary lands were exhibited in the precincts of Sensoji, the great Buddhist temple at Asakusa, and illustrated in 1855 by the woodblock-print artist Utagawa Kuniyoshi.

The earlier, lifesize *iki ningyo* were intended for domestic consumption and were often arranged in dramatic tableaux, forming part of *misemano*, exhibitions held alongside temple fairs where animated freaks and entertainments could be enjoyed for a few coppers. In the early years of Japan's renewed contact with the outside world *iki ningyo* quickly garnered a global reputation, their painstaking workmanship and eerie realism inspiring museums in Europe and the United States, including the Smithsonian Institution and the Peabody Essex Museum, to commission lifesize figures of people from everyday life; samurai scenes were also popular.

Before long, smaller-scale *iki-ningyo* like the present lot were commissioned by Yokohama firms catering to foreign travelers; the occupations depicted appealed to wealthy tourist taste and are often the same as those seen in hand-colored photograph albums of the same period, with rickshaw-pullers and basket-peddlers among the favoured subjects.

This basket-peddler carries a larger array of wares than most other surviving dolls; compare a slightly smaller example in the National Museum of Ethnology, Leiden, Netherlands, exhibited in Kumamoto in 2006, www.camk.or.jp/event/exhibition/ikiningyou2/. Further information on *iki ningyo* and their historical background can be found in Alan Scott Pate, *Ningyo: The Art of the Japanese Doll*, Boston, Tuttle, 2005, pp. 241-244, and *Japanese Dolls: The Fascinating World of Ningyo*, North Clarendon VT, Tuttle, 2008, pp. 142-153 (see fig. 212 in the latter publication for a comparable figure of a rickshaw-puller).

64 * AR TP

AUBREY ERIC STACY AUMONIER (BRITAIN 1899-1974)

A documented silvered plaster three quarter length figure of 'Pelleas', the male figure carrying a robe on his left forearm, his left leg slightly forward, on integral square plinth base, inscribed and dated *Pelleas 1931, 145cm (57in) high*, together with a later black painted wood square low footed stand. (2)

£8,000 - 10,000

€9,200 - 12,000

US\$11,000 - 14,000

Provenance

Private French collection

Training at the Slade School of Art, in 1929 the British sculptor Eric Aumonier collaborated with Henry Moore, Jacob Epstein and Eric Gill on the decoration of the London Underground headquarters at 55 Broadway, near St. James's Park, London carving one of a set of relief sculptures for the building.

With the success of this commission behind him he designed two sculpted plaster reliefs - 'Britain' and 'Empire' in 1932 for the celebrated British Daily Express Building (currently the home of Goldman Sachs), now considered a landmark of British Art Deco design.

The current lot stylistically relates to these reliefs which were mounted in the foyer of the building situated at 120 Fleet Street. A contemporary photograph, presumably from around that time, shows Aumonier's sculpture of 'Pelleas', a stylised depiction of a figure from Arthurian legend, in situ at the foot of the lower staircase leading to the central opening to the main staircase on the right hand side with the remarkable bronze serpent bannister on the left hand side. However, it is unclear whether the sculpture was actually fully installed, or if it was simply a proposal for a work which was to be executed perhaps in marble or bronze. However this seems unlikely given Aumonier's relief panels, which formed part of the permanent interior decoration were



also modelled in plaster. When the foyer interior was restored in 2000, the lower staircase apparently only had the one serpent bannister so a second bannister was re-instated. However, although it is possible that this missing banister on the right hand side was later removed or simply lost, it may be that it was intentionally never installed and this certainly may have been the case if the plan was to have a sculptural element on the right hand side to balance the view through the opening to the main stairs on the left.

A further commission for London Underground, 'The Archer' at East Finchley Underground station carved in wood twice life size, was unveiled in 1940 and is now perhaps his most iconic work.

Aumonier's later work including designing the stylish moving stairway set for the Powell and Pressburger British film 'A Matter of Life and Death' in 1945-6.



65 AR

DAME ELISABETH FRINK R.A. (BRITISH, 1930-1993)

Approaching Man

signed and dated 'Frink'79' (lower right)

pencil and watercolour

99.6 x 69.8 cm. (39 1/4 x 27 1/2)

£10,000 - 15,000

€12,000 - 17,000

US\$14,000 - 21,000

Provenance

Beaux Arts, London, where acquired by the present owner
Private Collection, U.K.





66 * AR TP

GAETANO TRESTIN (ITALIAN, 1893-1974)

A pair of bronze figures of 'Eteocle' and 'Polinice' dated 1935, the two nude male wrestlers in combative pose, their bodies twisted and their arms raised, one with raised foot, each mounted on a shallow rectangular interconnecting plinth, one inscribed *ETEOCLE* and signed and dated to the rear *TRESTIN 1935*, the other inscribed *POLINICE* and signed and numbered *TRESTIN 2*, dark brown patination, 77cm high (30in high) overall.

(2)

£6,000 - 8,000

€6,900 - 9,200

US\$8,500 - 11,000



67

RAPHAEL LAMAR WEST (AMERICAN, 1769-1850)

A warrior

pen and brown ink on laid paper

21.5 x 26.5cm (8 7/16 x 10 7/16in).

with a study of a figure with bow and arrow, and a right leg, in pencil to the reverse, by the same hand

£1,800 - 2,200

€2,100 - 2,500

US\$2,600 - 3,100

Provenance

Miss Rosalie Margary, a direct descendant of the artist

Thomas Agnew and Sons, London

Bernard Black Gallery, New York

Private Collection, New York

Private Collection, London

Exhibited

New York, Bernard Black Gallery, *A Benjamin West Portfolio; Drawings and studies*, May 1968 (cat. 25, as Benjamin West)



67 (reverse)



68 *

HEINRICH MISSFELDT (GERMANY 1872-1945)

A bronze figure of 'Kugelspieler' or 'Gymnast with a ball', the nude youth with bandeau tied hair, his body twisting in contraposto, his right hand extended with a ball balancing just below the wrist, raised on circular base, signed *H. MISSFELDT*, brown patination, 56cm (22in) high.

£2,500 - 3,500

€2,900 - 4,000

US\$3,500 - 5,000

The brother of the painter Friedrich, Heinrich Kissfeldt's career began when he was apprenticed to the wood sculptor Peter Schnorr in Kiel in Berlin in 1891. First conceived and executed in 1903, his work 'Kugelspieler' gave Missfeldt his first artistic breakthrough and success and the catalogue for the prestigious Gladenbeck foundry in Berlin subsequently listed a number of the sculptors works in the early 20th century. Missfeldt's most famous and critically acclaimed work is perhaps the Klaus Groth Fountain in Kiel which was first unveiled in 1912.



69 *

A GROUP OF THREE ATTIC RED-FIGURE KRATER FRAGMENTS POSSIBLY BY THE DINOS PAINTER, CIRCA 430-410 B.C.

most likely depicting an Amazonomachy battle scene, the triangular fragment with a man (possibly Hermes) wearing a petasos and chiton, holding a stick in his right hand, behind him the left knee and shield of a warrior, the second fragment depicting the body of a nude warrior striding forward with his left arm holding a shield and his right a spear, a quiver strung across his chest, in the foreground the arrow and hand of another warrior, the third fragment with the waist and legs of a woman, likely an Amazon, wearing a short dress, a fallen male warrior with arms reaching overhead at her feet

12cm, 11cm and 16.5cm long respectively

(3)

£4,000 - 6,000

€4,600 - 6,900

US\$5,700 - 8,500

Provenance

P. Sharrer, New Jersey

A.S. Richter collection, California, acquired from the above 4 May 1989

Acquired by the current owner from the above's estate, 2017

The ancient Greek male body has been an ideal of Western Art for over 2000 years. The idealised male is nude, his defined muscles and slender body holding an athletic pose to show off the skill of the sculptor or painter. Just as we are inundated with images of the perfected male form in modern advertising media, the ancient Greek would have encountered the idealised nude male body in the vase-painting and statuary that surrounded them.

In Classical Greece, male nudity was not the taboo subject it is today. It was common for men to exercise together naked, and participate in sporting events, such as the Olympic games, in the nude. It was this training and exercise that would prepare men for the gruelling nature of war.

A soldier needed to be fit to fight. Due to the design of their shields, a warrior counted on the man to his right to protect him from oncoming attacks, just as he was counted on by the man to his left to do the same. It was this trust built up amongst soldiers which the Greeks relied on for their success in battle. A Greek warrior would not enter combat nude, yet warriors were often depicted without clothing when the battle had a semi-mythical setting, as with this Amazonomachy scene. The nudity reflects the combatants' heroism and bravery.

In opposition to this was the Greek perception of the female body. In the visual arts the female is pale, her soft skin without muscle definition and her body (almost) always covered. This reflected daily life in Classical Greece, where women were kept behind closed doors, protected their bodies from the sun and had limited interactions with men outside of their family unit. When women were depicted nude in art, it was to show their weakness, vulnerability, or sexuality, with the latter demarcating the woman as an outsider, such as a prostitute or musician.

The figure of the Amazon breaks with the norms of a respectable Greek woman. Where the traditional Greek woman was demure and functioned as a bearer of legitimate children, the Amazon was athletic, independent and frequently challenged men in battle. The Amazons were a semi-mythical race of women who were thought to be the offspring of Ares (the god of war) and the nymph Harmonia, meaning they had demi-god status. They lived on the fringes of the known Classical Greek world which reinforced them as an 'Other' in Ancient Greek society. The Amazons did not marry, and were known to cut off their right breasts for greater agility in battle. Battles which took place between Amazons and Greek heroes, such as when the Amazons fought against the Greeks in the Trojan war, are known as Amazonomachies.

The Dinos Painter, named for his many depictions of Dionysiac scenes, was a student of the Kleophon Painter.



70

RADEK J. HUSAK (POLISH, BORN 1984)

Mirrored Ingress III

signed with monogram (lower right)

pigment transfer, bodycolour, pastels and carbon pencil on
sandblasted aluminium

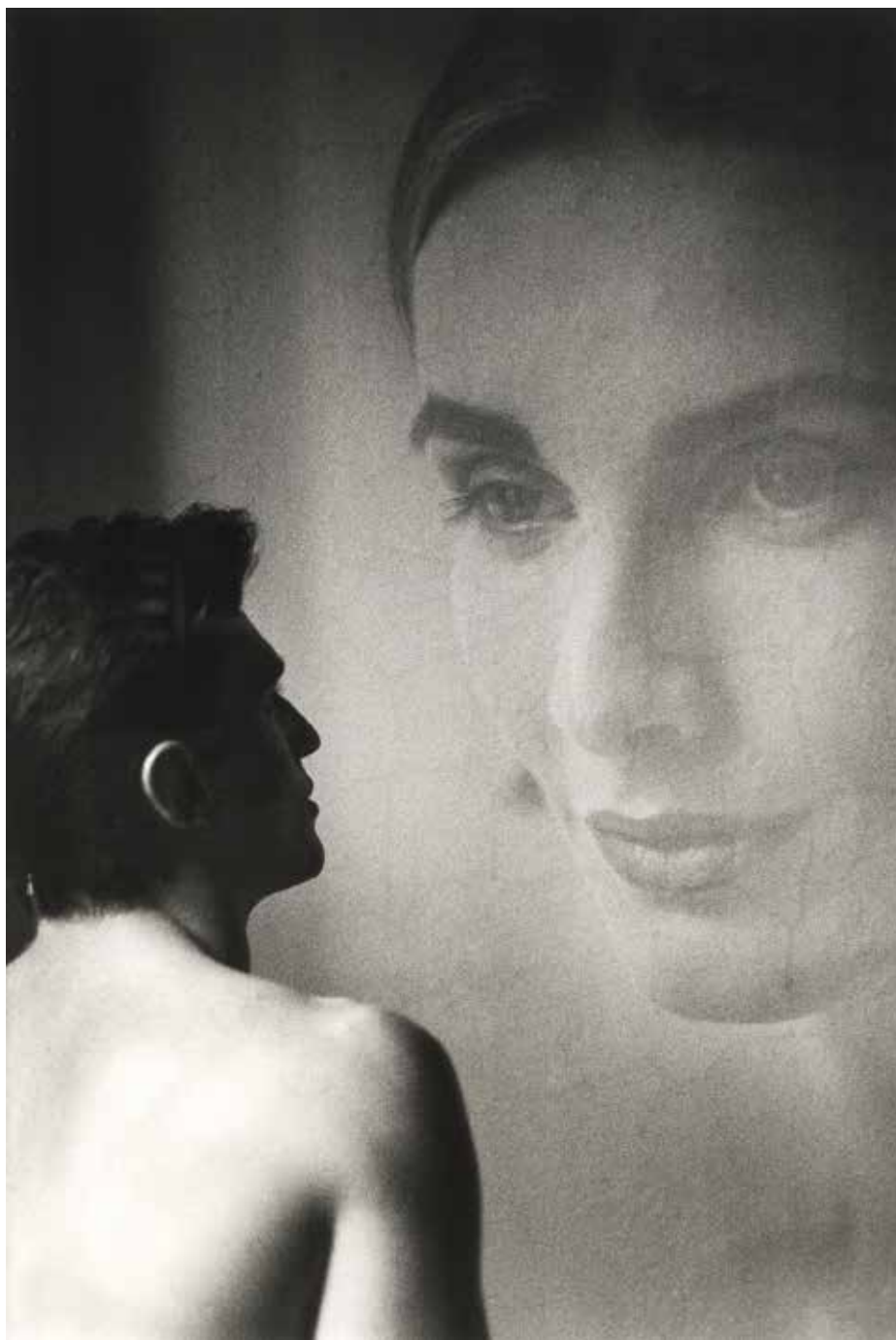
84 x 60cm (33 1/16 x 23 5/8in).

Executed in 2021

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800



71

DUANE MICHALS (AMERICAN, BORN 1932)

Nude with Model

signed, inscribed and dated 'To my dear friend Igur from Duane Michals, 12 28 99' (lower margin)

gelatin silver print

38 x 25.5cm (14 15/16 x 10 1/16in). (sheet 50 x 40cm (20 x 16in)).

Executed in 1990

£2,500 - 3,500

€2,900 - 4,000

US\$3,500 - 5,000

Provenance

Throckmorton Fine Art, New York

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.



72

GEORGE PLATT LYNES (AMERICAN, 1907-1955)

Man with Tattoos

titled in ink 'J. Sellers' and bearing hand stamp 'George Platt Lynes'
with address (on the reverse)

gelatin silver print

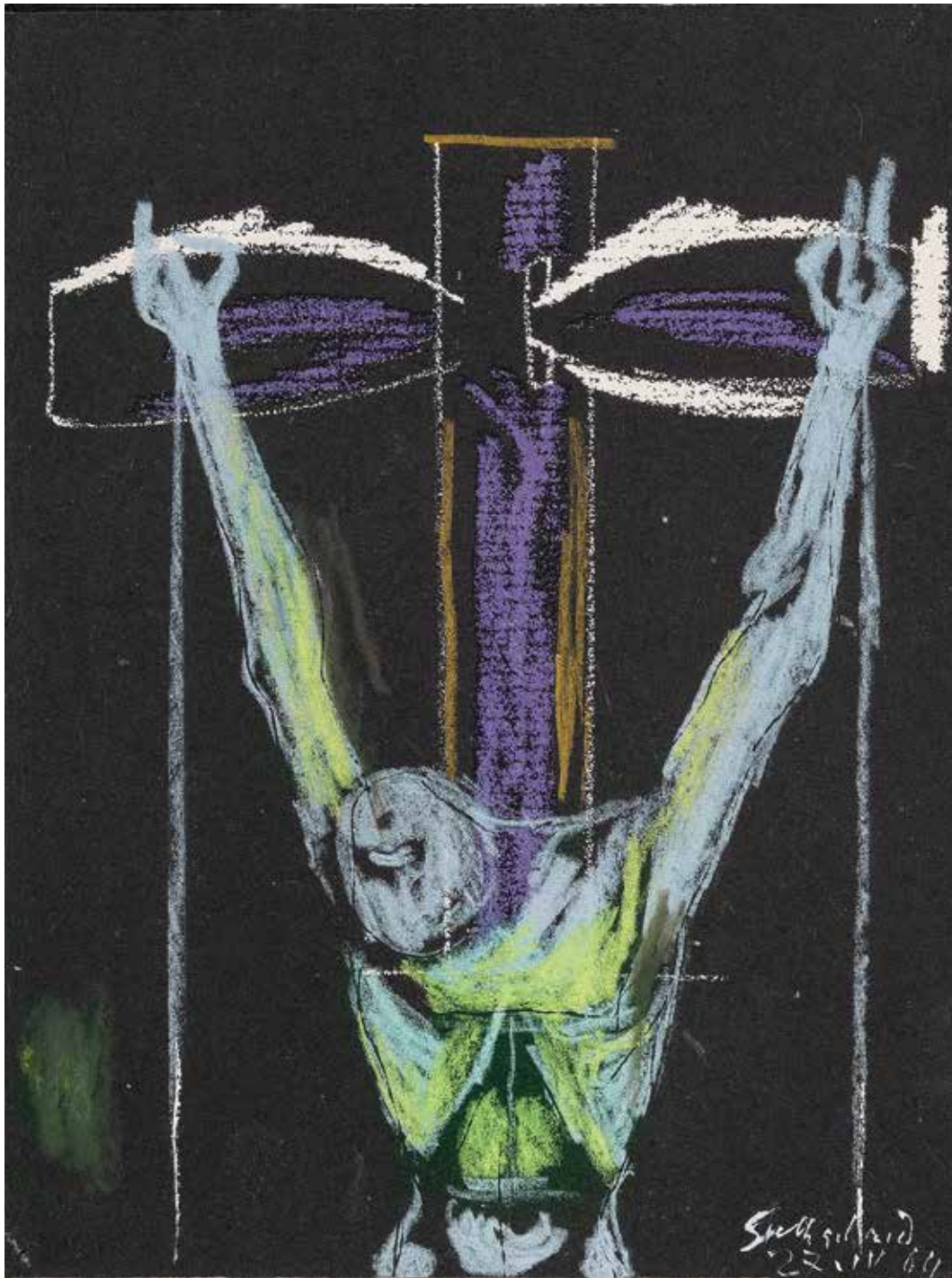
19.5 x 24.5cm (7 11/16 x 9 5/8in).

Executed c. 1950

£1,000 - 1,500

€1,200 - 1,700

US\$1,400 - 2,100



73 * AR

GRAHAM SUTHERLAND O.M. (BRITISH, 1903-1980)

Crucifixion II

signed and dated indistinctly 'Sutherland/27'64' (lower right)
pastel and gouache over a printed base on paper laid on board
21.5 x 16.2 cm. (8 3/8 x 6 3/8 in.)

£3,000 - 5,000

€3,500 - 5,800

US\$4,300 - 7,100

Provenance

The Redfern Gallery, London, 16 March 1964, where purchased by
Charles C.G. Chaplin
Haverford College, Pennsylvania, U.S.A.

74 AR

ANTONY GORMLEY (BRITISH, BORN 1950)

Body LXIV

signed, titled, dated '2016' and inscribed 'for the Terrence Higgins Trust' (on the reverse)

carbon and casein on paper

111.5 x 76cm (43 7/8 x 29 15/16in).

£15,000 - 20,000

€17,000 - 23,000

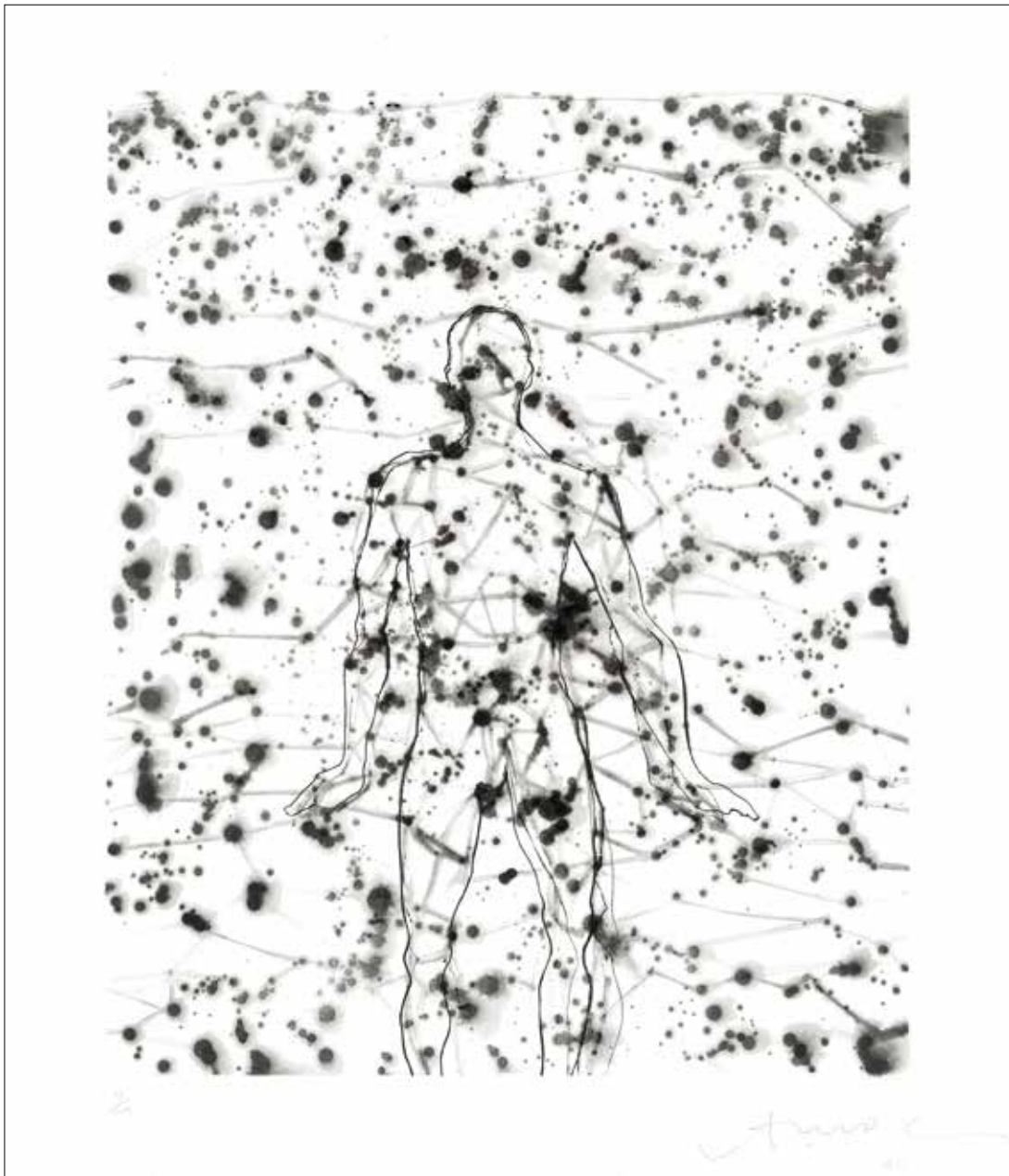
US\$21,000 - 28,000

Provenance

Gift from the artist to a charity

Private Collection, U.K. (acquired from the above in 2017)





75 AR

ANTONY GORMLEY RA (BRITISH, BORN 1950)

Domain

etching and aquatint, 2000, on wove, signed and numbered 13/110

(on recto), the full sheet

90 x 76cm (35 7/16 x 29 15/16in).

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800

76 * AR

DUNCAN GRANT (BRITISH, 1885-1978)

Self-portrait in spectacles
bears signature 'D Grant' (lower right) and inscription
'Adrian Stephen' (on the reverse)
charcoal and gouache
28.2 x 30.2cm (11 3/8 x 11 7/8in.)
unframed

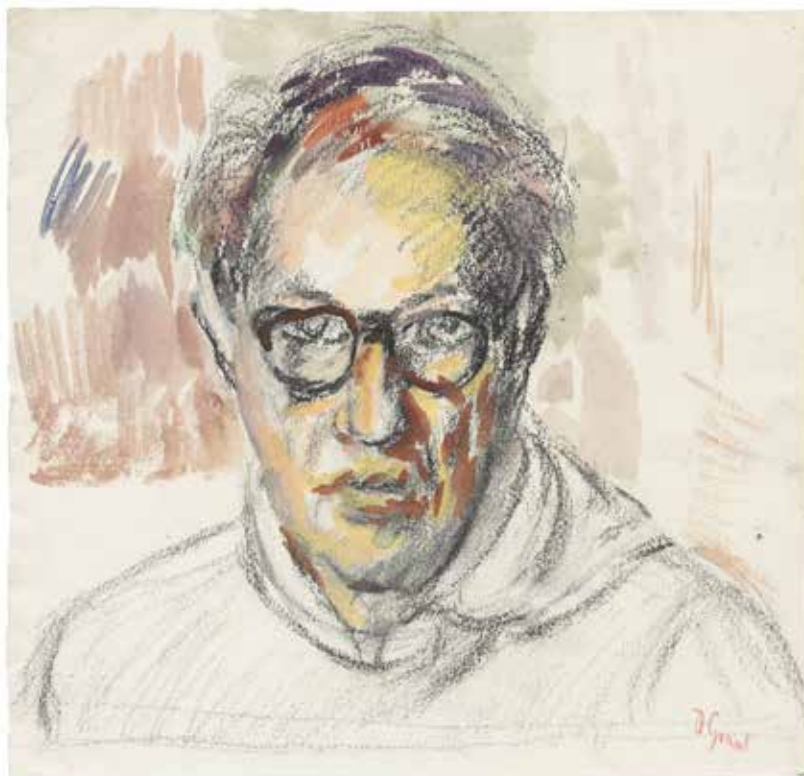
£1,000 - 1,500
€1,200 - 1,700
US\$1,400 - 2,100

Provenance

Paul Roche, thence by descent
Private Collection, U.S.A.

The present work was previously believed to depict author and psychoanalyst Adrian Stephen (1883-1948), however it is now thought to be a self-portrait dating to the early 1960s.

We are grateful to Richard Shone for his assistance in cataloguing this lot.



76

77 * AR

DUNCAN GRANT (BRITISH, 1885-1978)

Crucifixion (2)
signed with initials, inscribed and dated 'dg. for
Don'48' (lower right)
pencil, pen and ink and coloured crayon
20.4 x 13.4 cm. (8 x 5 1/4 in.)
unframed
together with Grant's final drawing of Paul Roche

£1,000 - 1,500
€1,200 - 1,700
US\$1,400 - 2,100

Provenance

Paul Roche, thence by descent
Private Collection, U.S.A.

The accompanying work depicts Roche as Christ the Shepherd with a sheep over his shoulders, the central motif of Grant's Lincoln Cathedral mural, and is inscribed verso by Roche: 'The last modelling I did for Duncan before going to America in 1954'.

We are grateful to Richard Shone for his assistance in cataloguing this lot.



77



78 * AR

DUNCAN GRANT (BRITISH, 1885-1978)

Study of Paul Roche nude (4)
signed with initials and dated 'dg 49' (lower right); further signed with
initials 'dg' (on the reverse)

red chalk

55.9 x 76.2 cm. (22 x 30 in.)

unframed

together with three further studies

£1,000 - 1,500

€1,200 - 1,700

US\$1,400 - 2,100

Provenance

Paul Roche, thence by descent
Private Collection, U.S.A.

We are grateful to Richard Shone for his assistance in cataloguing this lot.



79



80

79 * AR

DUNCAN GRANT (BRITISH, 1885-1978)

Male nude (2)

signed with initials 'd.g.' (lower centre)

charcoal

25.4 x 35.5 cm. (10 x 14 in.)

unframed

Executed c. 1950s, together with a further nude study

£1,000 - 1,500

€1,200 - 1,700

US\$1,400 - 2,100

Provenance

Paul Roche, thence by descent

Private Collection, U.S.A.

We are grateful to Richard Shone for his assistance in cataloguing this lot.

80 * AR

DUNCAN GRANT (BRITISH, 1885-1978)

Paul Roche seated (2)

signed 'd Grant' (lower right), dated 'Feb 1950' (lower left) and inscribed 'Don' (on the reverse)

charcoal

55.9 x 38.1 cm. (22 x 15 in.)

unframed

together with a further study of Paul Roche standing

£1,000 - 1,500

€1,200 - 1,700

US\$1,400 - 2,100

Provenance

Paul Roche, thence by descent

Private Collection, U.S.A.

We are grateful to Richard Shone for his assistance in cataloguing this lot.



81 * AR

DUNCAN GRANT (BRITISH, 1885-1978)

Paul Roche, opening curtain

oil on canvas

54.6 x 36.2 cm. (21 1/2 x 14 1/4 in.)

unframed and unstretched

Painted c. 1947

£4,000 - 6,000

€4,600 - 6,900

US\$5,700 - 8,500

Provenance

Paul Roche, thence by descent

Private Collection, U.S.A.

Painted at 1 Taviton Street.

We are grateful to Richard Shone for his assistance in cataloguing this lot.



82

BASIL CLAVERING (1910-1973)

An archive of homoerotic photographs, 1950s-1960s comprising approximately 850 gelatin silver prints, pasted onto paper sheets and contained within 5 lever arch files, the spines titled "Royale", most numbered in negatives, many being copy prints, and a large quantity of copy negatives

the majority 24 x 18cm (9 1/2 x 7in), but around a third 16 x 11cm (6 1/4 x 4 1/4in).

(large quantity)

£4,000 - 6,000

€4,600 - 6,900

US\$5,700 - 8,500

Provenance

Acquired by the present owner in Notting Hill in the 1980s, from a fan of Studio Royale who had tried unsuccessfully to mimic its success

Clavering was a successful businessman, and owned the Gala-Royale cinema chain. More as a hobby than anything else, he established a photographic studio in the basement of his Pimlico home, with his friend John Charles Parkhurst (1927-2000). Both men had served in the Navy, and they were drawn to the military men around the Hyde Park and Chelsea barracks, whom they paid to model for them.

The studio operated under two names, Royale and Hussar, and Clavering sold the photographs by mail order. The images are profoundly erotic, despite there being no frontal nudity. Models are occasionally depicted solo, but more often in groups, and scenarios involve uniform, military and naval discipline, wrestling, light bondage and spanking - somehow always in a mood of levity and playfulness. Clavering met Tom of Finland, and several images from a biker series echo the Finn's work; in 1957 Studio Hussar even commissioned a series of drawings from him.





83 * AR

JEAN COCTEAU (1889-1963)

Érotique - Étude pour une illustration de *Querelle de Brest*

(by Jean Genet)

pencil on paper

27 x 21cm (10 5/8 x 8 1/4in).

Executed c. 1946-1947

£2,000 - 3,000

€2,300 - 3,500

US\$2,800 - 4,300

The authenticity of this work has kindly been confirmed by Annie Guédras and is accompanied by a certificate of authenticity numbered 6257 E.

Provenance

Mr Hubert de Saint-Senoch (1913-1983), to whom presented by


Genet in 1948

Private Collection, France

This work is very close to the original drawing illustrated at page 197 of the novel *Querelle de Brest* by Jean Genet. The book included 29 erotic illustrations by Jean Cocteau and was clandestinely published by Paul Morihien. It presented the depraved actions of the attractive bisexual sailor, thief, traitor, drug dealer, and murderer Georges (Jo) Querelle in the port city of Brest.

A curated selection by Luke Edward Hall

Lots 84 - 95



Luke Edward Hall is a London-based artist and designer. His romantic aesthetic is informed by a love of history, an appreciation of beauty and a sense of playfulness.

Since founding his studio in 2015, Luke has worked on a broad range of commissions, from interior design and fashion projects to murals and illustration work for books, restaurants and hotels. In March 2019 he joined the Financial Times as a weekly columnist in FT Weekend, answering readers' questions on aesthetics, interior design and stylish living. He is currently working on his second book and various new interior design projects.

à messieurs Hervé Mille et Gérard Mille.
Messieurs,

à l'amitié que vous me témoignez par votre
épître par une amitié précieuse. Votre accueil m'a
beaucoup touché. Surtout il est si rare. Je le salue
de votre monde, il m'est agréable de rencontrer
chez vous l'esprit de la jeunesse. Surtout que votre réception
m'intimide car j'ai de ma vie pour vos deux frères
ma sympathie.
Jacques G.

Voilà un livre, saviez-vous, j'ai écrit pour l'occasion
à insérer un livre. Je n'ai pas eu un livre depuis
~~plus de dix ans~~

(Ce livre est composé avec des centaines de garçons
qui sont mes maîtres, chaque rencontre avec eux m'est une fête.
Je n'ai bien que deux ouvrages écrits
de moi. Eux, c'est l'origine,
l'acte. En fait, et de ce même
pour que l'acte, mes livres sont
très courts. Parfois, mais
je n'ai même beaucoup.)
Jean Genet



A CURATED SELECTION BY LUKE EDWARD HALL

84 •

JEAN GENET (FRENCH, 1910-1986)

Querelle de Brest, first edition, AUTHOR'S PRESENTATION COPY, inscribed by Genet filling the dedication leaf and with a shorter inscription on half-title, ONE OF 40 COPIES ON PAPIER VÉLIN reserved for "les amis de Querelle", signed and numbered by Genet, from an overall edition of 525, 29 erotic illustrations by Jean Cocteau, black half calf by Patrick Loutrel, original wrappers bound in, slipcase, 4to, [Paris, Paul Morihien, 1947]

£8,000 - 10,000

€9,200 - 12,000

US\$11,000 - 14,000

"CE LIVRE EST COMPOSÉ AVEC DES CENTAINES DE GARÇONS QUI SONT MES MAÎTRES": Genet's astonishing, candid dedication to the brothers Hervé and Gérard Mille, within his celebrated Cocteau-illustrated novel. "This book," he writes, "is written with the help of the hundreds of boys who are my masters. Each encounter with them is a celebration for me... They are its origin" ("Chaque rencontre avec eux m'est une fête... Eux, c'est l'origine").

Written in 1946, the novel *Querelle de Brest* presents the depraved actions of the attractive bisexual sailor, thief, traitor, drug dealer, and murderer Georges (Jo) Querelle in the port city of Brest. This first edition was clandestinely published by Paul Morihien in 525 copies of which this is one of forty copies signed and numbered by Genet "Pour les amis de Querelle". With its explicit homoerotic illustrations by Cocteau, the book was prosecuted for affront to public decency

in 1954, but later cleared on procedural grounds (Indiana University, 'Banned Books' web site).

Hervé Mille co-founded *Paris Match* and became editorial director of *Marie-Claire*, and lived with his brother Gérard, a decorator, in rue de Varennes. There, they entertained the *beau monde* - Coco Chanel, Colette, Serge Lifar, André Malraux, Edith Piaf, Charles Aznavour, and indeed Cocteau and Genet. In his long inscription, Genet thanks them for their hospitality and friendship; he is clearly touched that two such affluent gentlemen should have welcomed into their home a man who had been in and out of prison for theft, vagabondage, and lewd acts. He acknowledges their offer to buy a copy of his book, and expresses his delight that it has ended up in such good hands. He ends, "je vous aime beaucoup".

While presentation copies of Genet's works are not uncommon, such a dedication - revelling in the sexual genesis of *Querelle* - is almost unparalleled.

'I spent some time researching Jean Genet's works for a project a couple of years ago, and found him grotesquely fascinating as a character. This rare book includes illustrations by Jean Cocteau, another favourite artist of mine. Cocteau was able to conjure up amazingly sensual scenes with only a few precise lines.'

85 TP

**A ROMAN MARBLE FIGURE OF EROS
CIRCA 2ND CENTURY A.D.**

the nude youth standing in contrapposto on an integral plinth, his weight on the right leg, the left slightly bent, leaning on a pillar beneath his left elbow, wearing a decorative bordered belt slung across his well-defined torso, his face framed by curly hair, bound in a central plait running up to his crown, with luxuriant locks either side, remains of wings at his shoulders, his torso curved gently at the back, the musculature of the buttocks, back and legs pronounced
152cm high

£80,000 - 120,000

€92,000 - 140,000

US\$110,000 - 170,000

Provenance

Louis de Clercq (1836-1901) collection, France; and thence by descent to Henri de Boisgelin (1901-1967)
E. Koutoulakis (1910-1995), Switzerland
Sotheby's London, 10-11 December 1984, lot 349
Private collection, Switzerland, 1984-2014

Literature

A. de Ridder, *Collection de Clercq, Tome IV: Les Vases Peints et Les Ivoires*, Paris, 1906, pp. 33-34, no. 29, pl. IX-X
S. Reinach, *Répertoire de la statuaire Grecque et Romaine, Tome IV, Quatre mille statues antiques*, Paris, 1913, p. 257, no. 1

‘How fantastic would it be to own something nearly two thousand years old? I’ve always been a fan of Greek and Roman art and stories of the gods and goddesses, and Eros particularly appeals to me as a subject because of his connection with love. The sensuality of this sculpture is astounding; I particularly like the sound of the figure’s ‘luxurious locks’.





Eros, according to the literary tradition, was the son of Aphrodite and either Zeus, Ares or Hermes and was known for being the god of passionate love and fertility. Best recognized through later depictions as a winged infant, Eros in the 5th-4th Centuries B.C. was typically portrayed as a beautiful adolescent, as can be seen in this sculpture. Mortals and the gods alike were made victims of his arrows; gold tipped arrows which caused desire, and lead tipped ones which caused repulsion.

The softer rendering of muscle in the body illustrates a boy who is just embarking into puberty. The iliac crest and abdominal muscles, though present, are still covered by a malleable layer of skin. The well sculpted, almost voluptuous, backside suggests this sculpture was meant to be viewed in the round, and to reflect the sexuality of male youths on the cusp of adulthood. The sinuous 'S' curve in the body, a technique used with great success by the ancient sculptor Praxiteles, also shows the shift in the later 4th century B.C. in depicting male statues in a more feminine manner.

Statues of young men, like Eros and also Ganymede, were modelled after what was considered desirable to men. This depiction of the god as an adolescent of idealised desirability evokes the pederastic relationships encouraged in Classical Greece between an older (usually in his late 20s) and younger (not usually older than 18) man, a relationship which was both sexual and educational in nature, designed to mentor the youth to be a model citizen.

High-class Roman citizens in the 2nd Century A.D. considered their Greek predecessors to be the epitome of culture and learning, and commissioned copies of famous Classical artworks to adorn their villas to indicate their own sophistication. We might also consider that the original owner of this sculpture was inspired by the emperor Hadrian's devotion to his lover Antinous, which culminated in the latter's deification upon his untimely death, before the age of 20. The Farnese and Capitoline Antinous statues display a similar sensuality to the present lot.





86

HENRY SCOTT TUKE, RA, RWS (BRITISH, 1858-1929)

By the Water's Edge

signed and dated 'H. S. Tuke/1926' (lower left); bears inscription 'By the waters edge/Henry S Tuke RA/Royal Inst Galleries/London 1926'

(on a label attached to the reverse)

pastel on paper

29 x 43cm (11 7/16 x 16 15/16in).

£6,000 - 9,000

€6,900 - 10,000

US\$8,500 - 13,000

Provenance

Private collection, U.K.

Exhibited

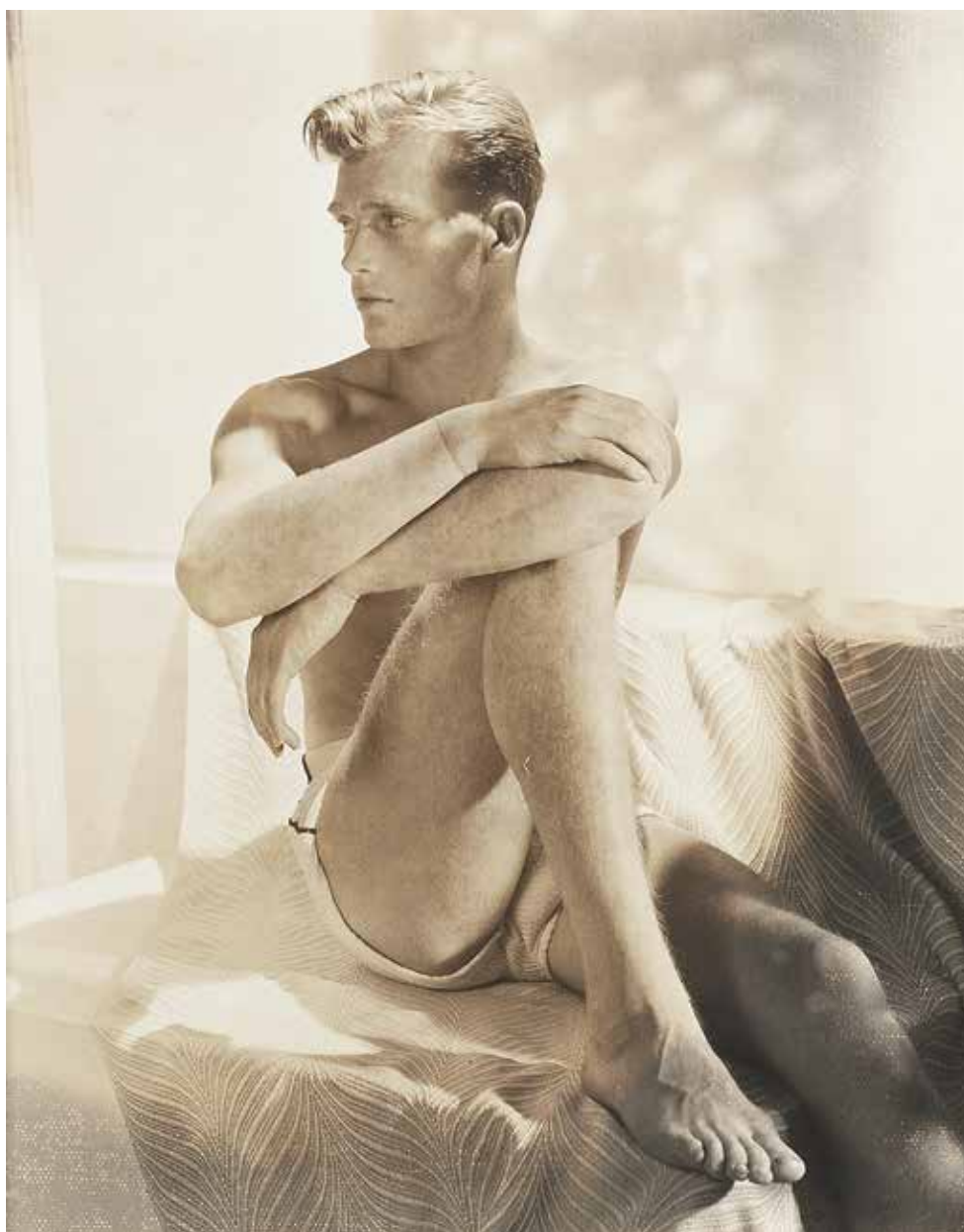
London, Pastel Society, 1927.

The present lot is listed in the Tuke register, as 'R1164: By the Waters Edge Exhibited at the Pastel Society in 1927 sold to a Major Allport Hay for £25 less 12 and half percent commission.'

The inscription on the reverse refers to the Royal Institute Galleries; this was the former name for the Royal institute of Painters in Watercolour in Pall Mall, who hosted exhibits for the Pastel Society. Tuke was a member of both societies.

We are grateful to Catherine Wallace for her assistance in cataloguing this lot.

'Henry Scott Tuke's mastery of light meant that he was able to conjure up the magnificence of an English summer in rough, free brushstrokes. I love the fragile romance of this painting, the softness and the stillness, the contrast between skin, rocks, and sea. It is youth, captured.'



87

HORST P. HORST (GERMAN/AMERICAN, 1906-1999)

Portrait of a handsome man (Fred)

bears an inventory number in the negative, hand stamp 'Photographed by Horst' and signed 'Horst' (on the reverse)

gelatin silver print

25.4 x 20.3cm (10 x 8in).

Executed c. 1940

£4,000 - 6,000

€4,600 - 6,900

US\$5,700 - 8,500

Provenance

Swann Galleries, New York

'Horst P. Horst was a true genius in terms of light and composition. I always find his pictures incredibly striking, and this image of a handsome man is no different. There is a wistfulness in the man's eyes that I appreciate, and a certain elegance in his pose. It's a lovely depiction of timeless beauty.'



88 * AR

RAYMOND LEON RIVOIRE (FRENCH, 1884-1966)

An important large bronze bust of 'Neptune' depicted as the head of the young sea god with stylised wavy hair adorned by a pendant shell hung bandeau at the hairline, signed to one side *R. Rivoire*, dark brown patination, 52cm (20in) high.

£10,000 - 20,000

€12,000 - 23,000

US\$14,000 - 28,000

Provenance

Private French collection, by repute the bust originally commissioned by a wealthy patron directly from the sculptor.

The sculptor Raymond Rivoire won a gold medal at the salon of 1929, leading to his most important commission and a milestone of the Art Deco era, the colossal marine group 'The God Neptune drawn by a sea horse', for the luxurious and stylish French ocean liner SS *Normandie* launched in 1932. This sculpture was itself a pendant to

his work 'The Goddess Artemis and her greyhound' commissioned for an earlier French Art Deco ship SS *Transatlantique* launched in 1925 which was subsequently reproduced as scale editions in bronze in the late 1920s.

Although the lavish interiors of the *Normandie* incorporating Rivoire's work were destroyed by fire during a US requisition refit to turn the ship into a troop carrier in New York in 1942, the present head which which is derived from Rivoire's original group, was apparently a special commission for a wealthy client living in Monaco in the early 1930s. The sculptor also produced a second version of the full group, which survives to the present day as a centrepiece of the fountain adjacent to the Reynaldo Hahn Square in the gardens of the Croisette in Cannes.

'I adore this chiselled Art Deco take on the Roman god Neptune, and I particularly like his hair with its band of shells. I wish I could have seen Rivoire's bronze of Neptune for the SS *Normandie*. The elegant Deco interiors of the liner have always appealed to me; they recall a bygone age of supremely stylish grandeur.'





89

FRANCOIS JOSEPH CLEMENT HALKETT (BELGIAN, 1856-1921)

Head study of a classical youth
signed and dated 'F.Halkett./1873.' (lower right)
oil on canvas board
30.5 x 24cm (12 x 9 7/16in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,800 - 4,300

'I really can't resist a painting of a classical figure. I very much like this man's strong profile, composure, and the warm colours of his skin against the grey background. Halkett was particularly known for his portraits, and this is a great example.'



90

CIRCLE OF DAVID LOGGAN (BRITISH, 1635-1692)

Portrait of a gentleman in a lace cravat and armour, his hair worn long
indian ink on vellum, oval
9.5 x 8.5cm (3 3/4 x 3 3/8in).

£800 - 1,000

€920 - 1,200

US\$1,100 - 1,400

Provenance

Collection of Lord Dellamere (according to an old label on the reverse)

'I would love to add a miniature to my collection. This is a charming example. Such wonderful detail. Big hair, armour and a lace cravat – a fabulous look!'



91 * AR

DUNCAN GRANT (BRITISH, 1885-1978)

Paul Roche reclining
signed with initials and dated 'd.g./48' (lower left); inscribed 'Don, 1
Taviton St' (on the reverse)
wash, charcoal and white chalk
45.1 x 55.9 cm. (17 3/4 x 22 in.)
unframed

£1,000 - 1,500

€1,200 - 1,700

US\$1,400 - 2,100

Provenance

Paul Roche, thence by descent
Private Collection, U.S.A.

This work was made at Grant's room in his cousin Marjorie Strachey's flat at 1 Taviton Street near Bloomsbury Square, which he occupied just after the War.

We are grateful to Richard Shone for his assistance in cataloguing this lot.

'Duncan Grant is one of my favourite artists. I recently acquired a drawing of Grant's lover Paul Roche standing, so this drawing of a sprawling Roche would make a brilliant partner. I love the passionate immediacy of Grant's drawings.'



92 AR

DAVID HOCKNEY R.A. (BRITISH, BORN 1937)

Olympische Spiele München 1972

lithographic poster printed in colours, 1970, on wove, printed by Kennedy Graphics Inc., published by Edition Olympia 1972 GmbH, Munich, the full sheet

102 x 64cm. (40 1/8 x 25 1/4in.)

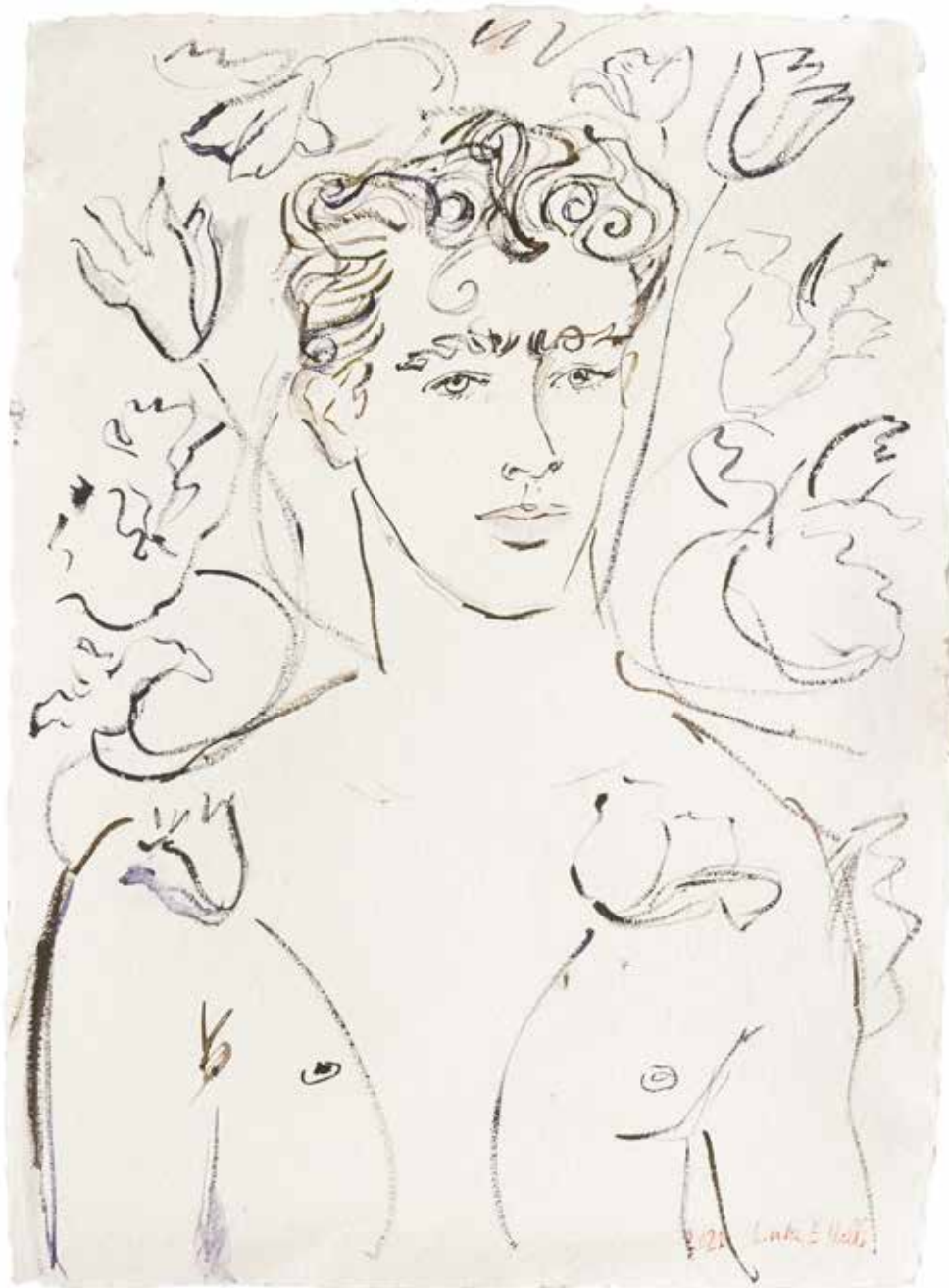
unframed

£800 - 1,200

€920 - 1,400

US\$1,100 - 1,700

‘I’ve always loved the way Hockney depicts water in his paintings and drawings, a technique played out to marvellous effect here. The diver’s reflection is particularly fantastic. I have a soft spot for posters – I’m interested in typography and graphic design, and this poster’s minimalist composition appeals greatly.’



93

LUKE EDWARD HALL (BRITISH, BORN 1989)

The King's Tulips

dated and signed '2021 Luke E Hall'

gouache on paper

60.1 x 42.3cm (23 11/16 x 16 5/8in).

unframed

with a further unfinished sketch of a male face to the reverse, by the same hand

£3,000 - 5,000

€3,500 - 5,800

US\$4,300 - 7,100

94

LUKE EDWARD HALL (BRITISH, BORN 1989)

Boy with Tulips

ceramic platter, painted by hand

41.4 x 31.5 x 3.5cm (16.29 x 12.4 x 1.37in).

£800 - 1,200

€920 - 1,400

US\$1,100 - 1,700



94

95

LUKE EDWARD HALL (BRITISH, BORN 1989)

Green Flowers in the Light of a Green Sun

ceramic platter, painted by hand

41.5 x 31.4 x 3.4cm (16.3 x 12.6 x 1.33in).

£800 - 1,200

€920 - 1,400

US\$1,100 - 1,700

Luke has long been fascinated by ceramics and has been experimenting with the art form since 2016. His stoneware and terracotta plates, platters, vases, urns and table lamps are individually thrown on a wheel or press moulded by a ceramic artist in Scotland, to designs by Luke. Each piece is hand-painted by Luke before being glazed and fired.



95



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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, historical and 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.

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

resolving 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 "AF" 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 licences 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 DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*.

Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

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

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

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

15 to 30 years old – top shoulder (ts) or up to 10cm

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

1 THE CONTRACT

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

2 SELLER'S WARRANTIES AND UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
 - 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
 - 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
 - 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
 - 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
 - 2.1.5 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
 - 2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue* or on the *Bonhams* website, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller*

or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when: (i) *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.
 - 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not, until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
 - 7.3 You should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyer's Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
 - 7.4 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
 - 7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
 - 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.
- #### 8 FAILURE TO PAY FOR THE LOT
- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
 - 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;

- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
 - 8.1.3 to retain possession of the *Lot*;
 - 8.1.4 to remove and store the *Lot* at your expense;
 - 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
 - 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
 - 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
 - 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
 - 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
 - 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
 - 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
 - 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.
- #### 9 THE SELLER'S LIABILITY
- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
 - 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
 - 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
 - 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
 - 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
 - 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
 - 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any

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

10 MISCELLANEOUS

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

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

1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions

are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.

- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
 - 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
 - 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller and following completion of our enquiries pursuant to paragraph 3.11;
 - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all our 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: the Purchase Price for the Lot;
 - 3.1.1 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 [A²], 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-terrorist financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
 - 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
 - 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
 - 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
 - 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
 - 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
 - 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
 - 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.
- #### 5 STORING THE LOT
- We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 3, 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If

- you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the *Contract for Sale*, the risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.
- 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT**
- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
- 9 FORGERY**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the *Sale of Goods Act 1979* and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY**
- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the *Misrepresentation Act 1967* or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances
- where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- You may wish to protect yourself against loss by obtaining insurance. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the *Occupiers Liability Act 1957*, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.
- 11 BOOKS MISSING TEXT OR ILLUSTRATIONS**
- Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:
- the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and
- you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and
- within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*; but not if:
- the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or
- the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or
- it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or
- the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or
- the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.
- If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.
- The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 12 MISCELLANEOUS**
- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

Data protection – use of your information

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

Notice to Bidders.

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

If successful

I will collect the purchases myself

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

Sale title: The Male Form		Sale date: 16 June 2021													
Sale no. 27012		Sale venue: New Bond Street													
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p>General Bid Increments:</p> <table border="0"> <tr> <td>£10 - 200by 10s</td> <td>£10,000 - 20,000by 1,000s</td> </tr> <tr> <td>£200 - 500by 20 / 50 / 80s</td> <td>£20,000 - 50,000by 2,000 / 5,000 / 8,000s</td> </tr> <tr> <td>£500 - 1,000by 50s</td> <td>£50,000 - 100,000by 5,000s</td> </tr> <tr> <td>£1,000 - 2,000by 100s</td> <td>£100,000 - 200,000by 10,000s</td> </tr> <tr> <td>£2,000 - 5,000by 200 / 500 / 800s</td> <td>above £200,000at the auctioneer's discretion</td> </tr> <tr> <td>£5,000 - 10,000by 500s</td> <td></td> </tr> </table> <p>The auctioneer has discretion to split any bid at any time.</p>				£10 - 200by 10s	£10,000 - 20,000by 1,000s	£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s	£500 - 1,000by 50s	£50,000 - 100,000by 5,000s	£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s	£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion	£5,000 - 10,000by 500s	
£10 - 200by 10s	£10,000 - 20,000by 1,000s														
£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s														
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£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion														
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Customer Number		Title													
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Company name (if applicable)															
Company Registration number (if applicable)															
Address															
		City													
Post / Zip code		County / State													
Telephone (mobile)		Country													
Telephone (landline)															
E-mail (in capitals)															
Please answer all questions below															
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.															
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.															
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement															
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>		If registered for VAT in the EU please enter your registration here: <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/>													

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

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

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

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

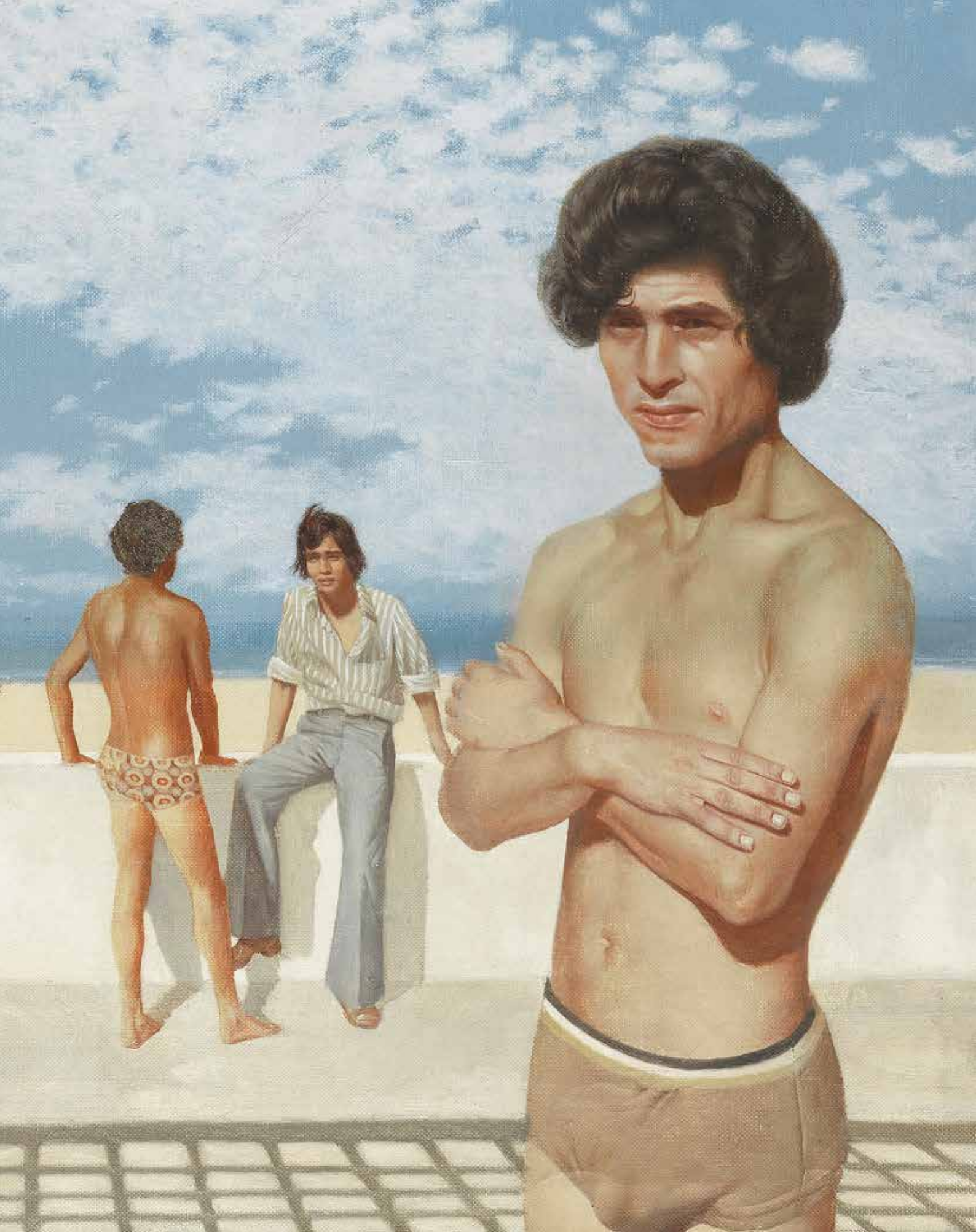
NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

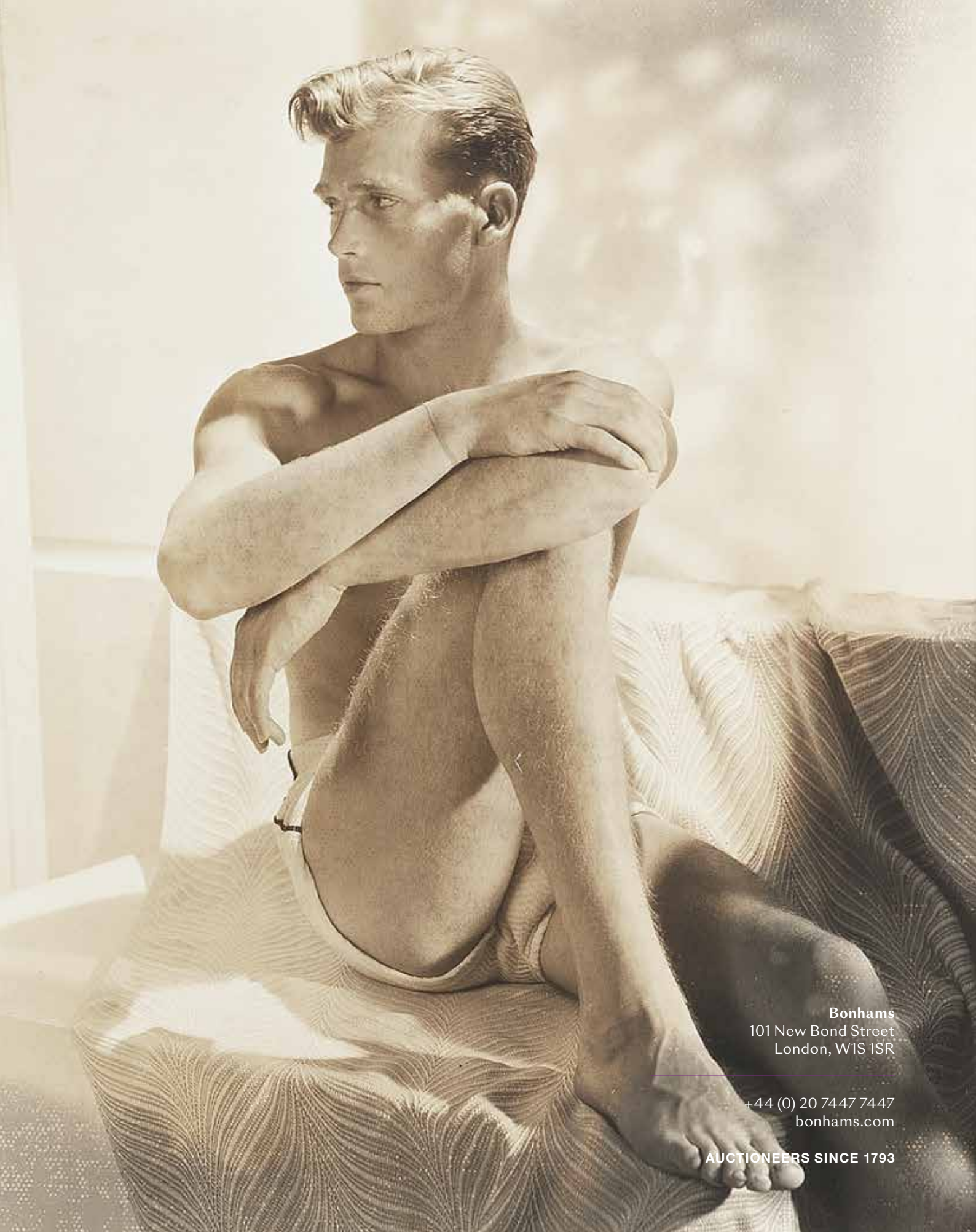
Please email or fax the completed Auction Registration form and requested information to:

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

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







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