

POST-WAR & CONTEMPORARY ART

Thursday 11 February 2016



Bonhams

LONDON



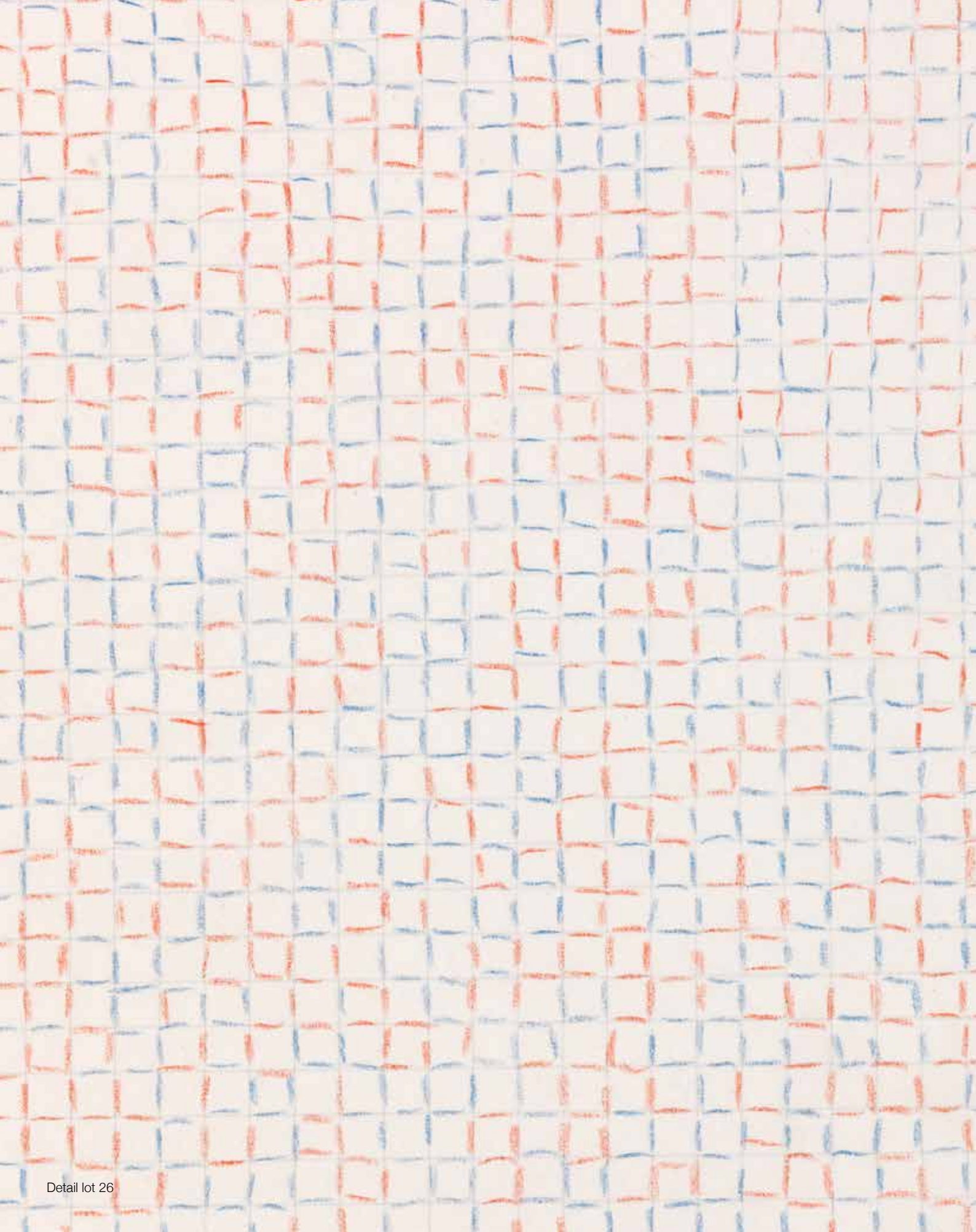


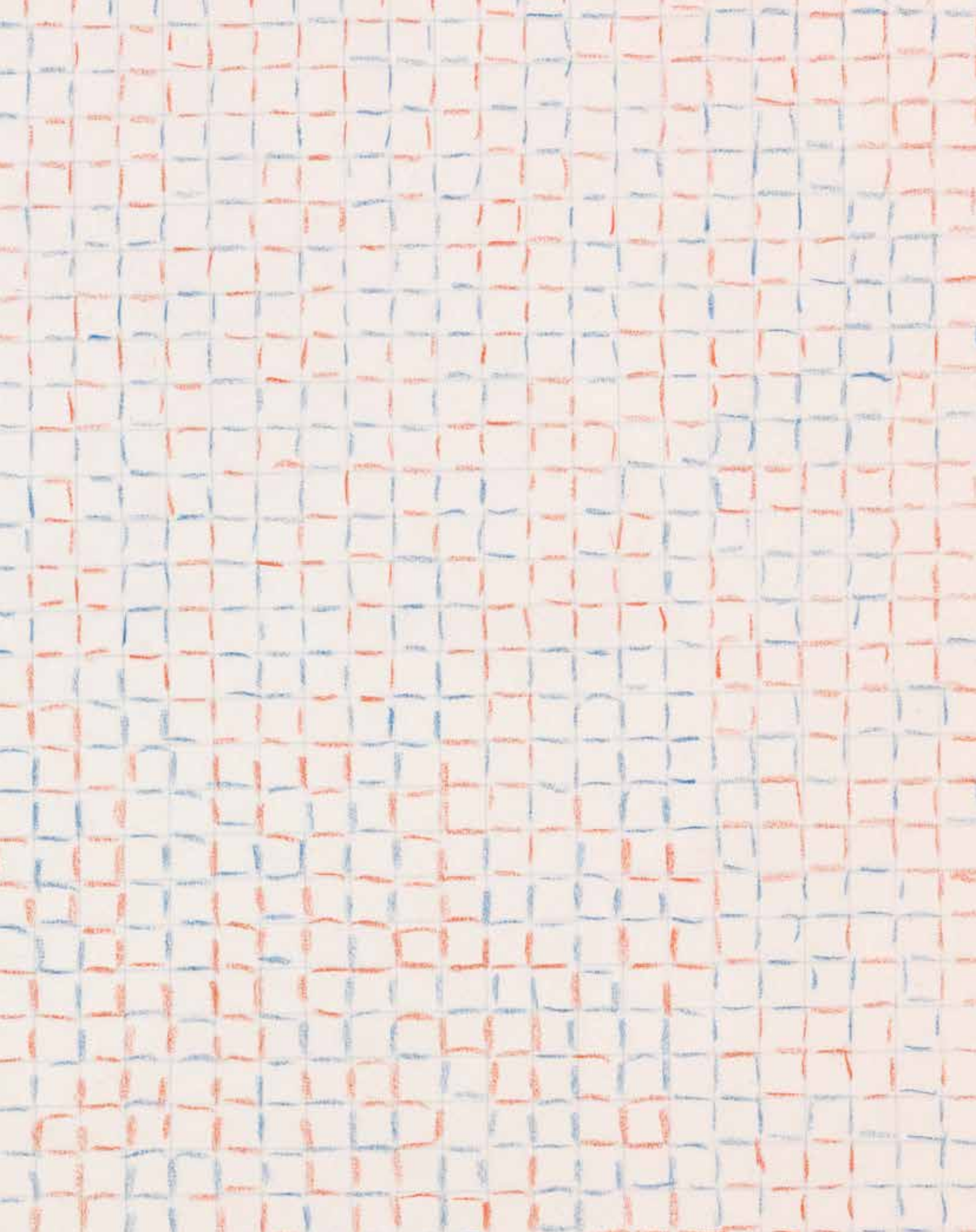


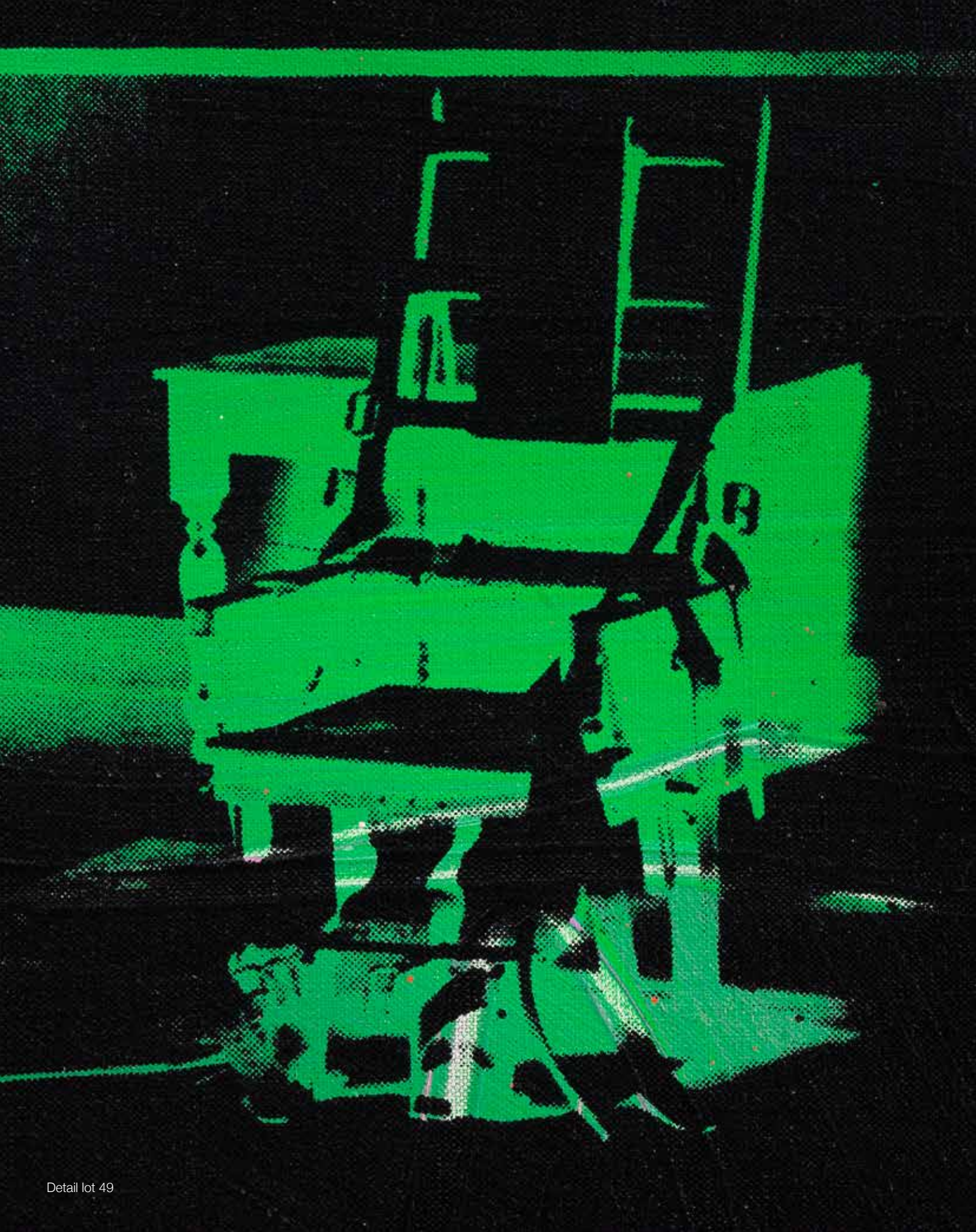


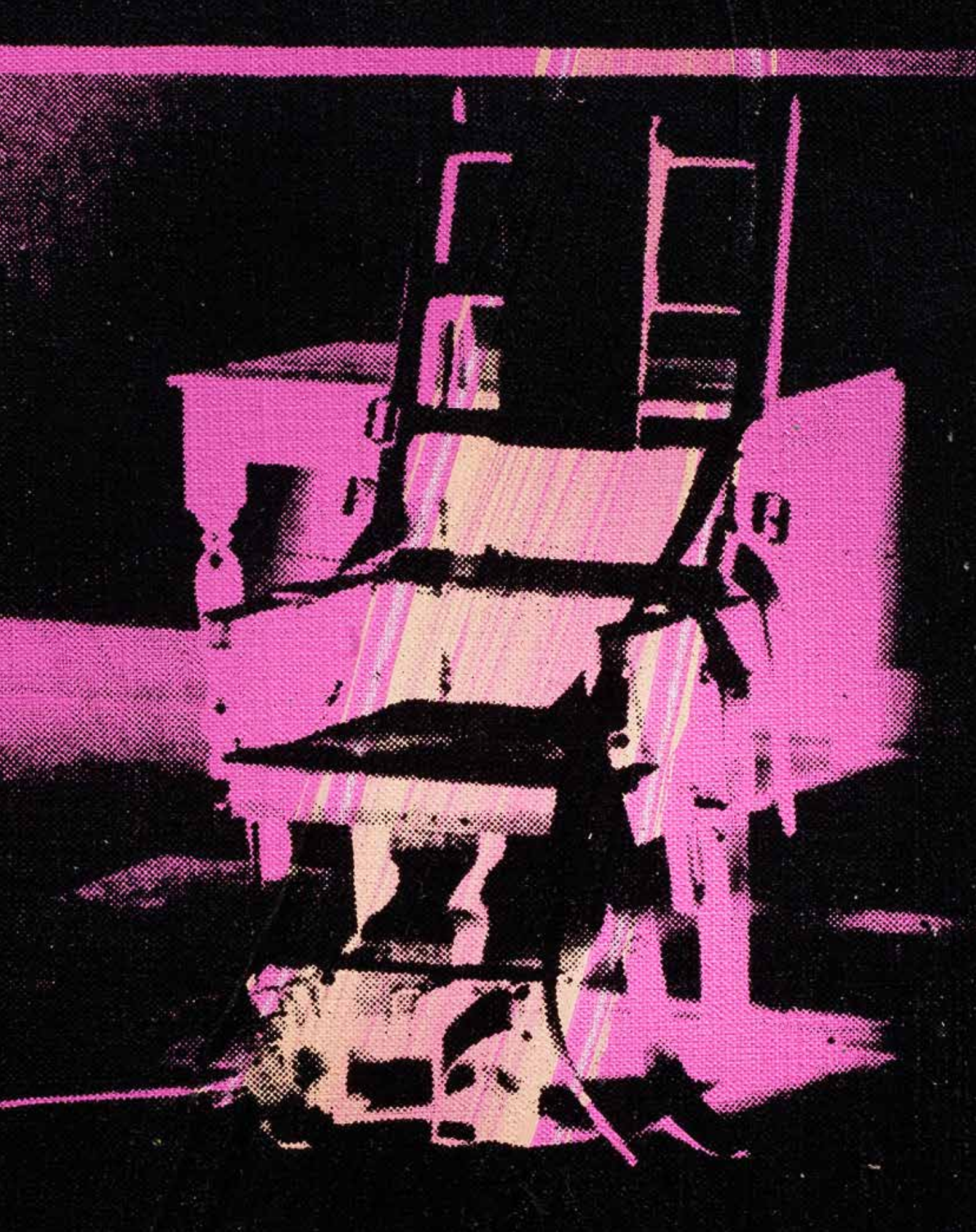












AMORE

POST-WAR & CONTEMPORARY ART

Thursday 11 February 2016, at 4pm
101 New Bond Street, London

VIEWING

New Bond Street, London
Sunday 7 February 2pm - 6pm
Monday 8 February 9am - 6pm
Tuesday 9 February 9am - 6pm
Wednesday 10 February 9am - 6pm
Thursday 11 February 9am - 2pm

SALE NUMBER

23158

CATALOGUE

£30.00

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Front cover: Lot 33
Back cover: Lot 45
Dust jacket cover: Lot 9 (detail)

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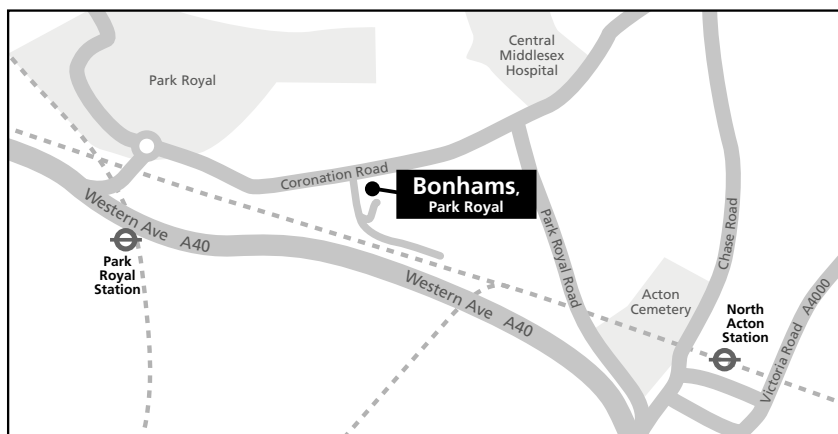
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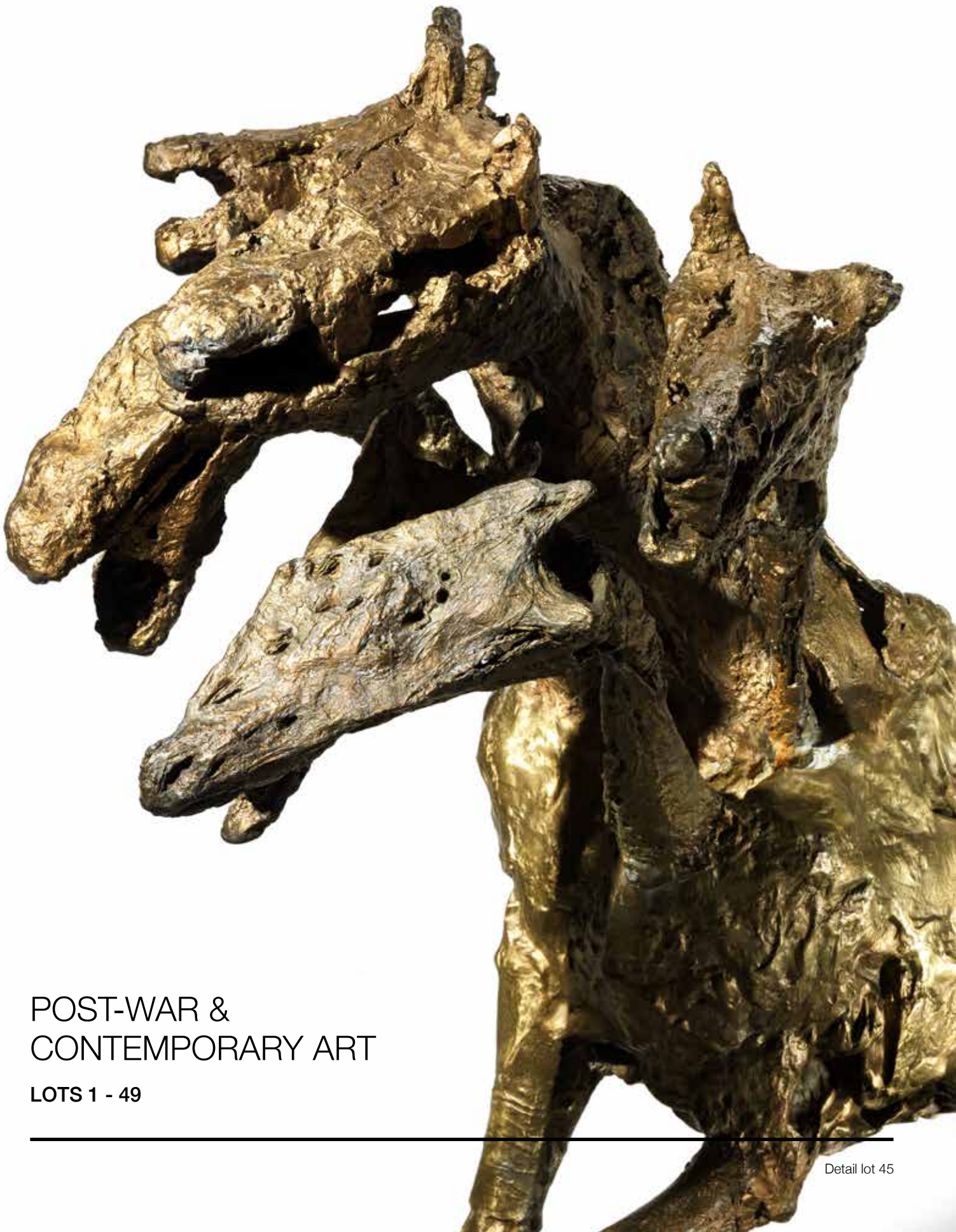
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POST-WAR &
CONTEMPORARY ART

LOTS 1 - 49

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1

WOLS (1913-1951)

Untitled (Eclipse rouge)

1946

signed

gouache, watercolour, ink and grattage on paper

16.2 by 12.5 cm.

6 3/8 by 4 15/16 in.

This work was executed *circa* 1946.

£20,000 - 30,000

US\$29,000 - 44,000

€27,000 - 40,000

This work is accompanied by a photo-certificate of authenticity from Dr. Ewald Rathke.

Provenance

Professor Jean Dausset Collection, Paris (gift from the artist in 1951)

Sale: Maître Binoche, Paris, *Surréalisme, Art Moderne, Collection de Jean Dausset et à divers amateurs*, 8 July 1999, Lot 6

Galerie 1900-2000, Paris

Galerie Michael Werner, Cologne

Acquired directly from the above by the present owner in 2002

Literature

Laszlo Glozer, *Wols Photograph*, Munich 1978, p. 13, no. 7, illustrated in black and white

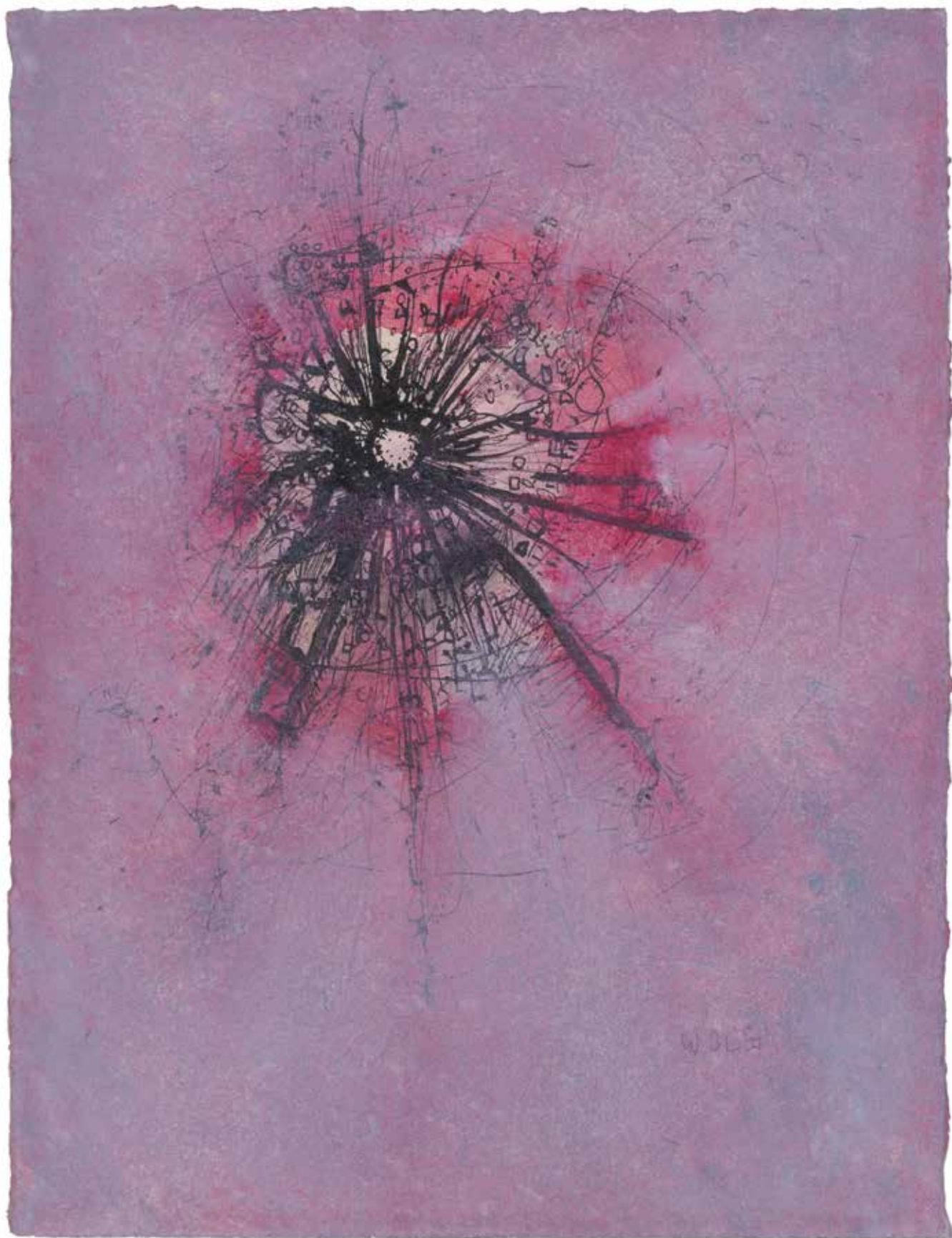
Philipp Gutbrod, *Wols, Die Arbeiten auf Papier*, vol. IV, Heidelberg 2004, n.p., no. A-803, illustrated in black and white

In 1951 the Nobel Prize winning doctor Professor Jean Dausset was given this magnificent work directly by Wols where it remained until 1999 alongside other masterpieces from the *Surrealist* movement in the doctor's celebrated collection. The collection was particularly known for its focus on key works by artists including Yves Tanguy, Victor Brauner, Roberto Matta, Simon Hantaï and Zao Wou-Ki amongst others making it one of the most compelling and complete collections of *Surrealist* Art assembled at the time.

The concentric structure of this work oscillates between meticulously detailed construction of the explosive ink-patterns and poetically clouded pastels. Adding to the elaborate technical skills displayed in this work, the *grattage* method developed by Max Ernst and Joan Miró, and refined by Wols, highlights the painstakingly precise trail of the artist's hand – a vivid trace of his physical presence. The dialogue between the densely-knit, jet-black web and the free-floating, coloured layers increases the expressive singularity of the composition. A subtle, abstract finesse juxtaposed to intuitive immediacy makes this a prime example of Wols' explorations leading to him defining the dynamism of *Tachisme*.

His seismic impact on this Post-War movement and the historic reverberations on the *Nouvelle Ecole de Paris* and *Lyrical Abstraction* are only now being fully appreciated some six decades later. Major retrospectives in the Kunsthalle Bremen and The Menil Collection, Houston have initiated the global repositioning of Wols as one of the central figures of Post-War European Art.

Executed at the end of the artist's life, this work is supposedly the representation of a laceration to the skin which is reflected in the artist's use of a very bright red colour around the black centre and of a paler *mélange* of purple and dark pink pastel colours in the rest of the composition. This laceration looks also very much like an explosion, with the black circle in the middle of it and black lines which depart from the centre, pointing out of the work to give a sense of movement. The explosion is also the main subject of another seminal work on paper executed by Wols *circa* 1946 called *L'Explosion de la Cathédrale* sold by Bonhams in July 2014 for a world record price for a work on paper by the artist. Consciously aware of dimensional constraints Wols unfolds an irradiant power within this small-scale format that invites the viewer to follow the rhythm of the lines and discover the intimately animated, exquisite composition.







WOLS (1913-1951)*Untitled*

1940

signed

watercolour and ink on paper

32 by 24 cm.

12 5/8 by 9 7/16 in.

This work was executed *circa* 1940.**£20,000 - 30,000****US\$29,000 - 44,000****€27,000 - 40,000**

This work is accompanied by a photo-certificate of authenticity from Dr. Ewald Rathke.

Provenance

Kay Boyle Collection, New York (acquired directly from the artist in 1941)

Grace Borgenicht Gallery, New York

Beatrice Perry, Grès Gallery, Washington, D.C.

Galerie Andre Emmerich, Zurich

Gimpel & Hanover Galerie, Zurich

Galerie Pudelko, Bonn

Private Collection, Europe

Galerie Pudelko, Bonn

Acquired directly from the above by the present owner *circa* 1999

Exhibited

New York, Betty Parsons Gallery, *Wols*, 1942

New York, Grace Borgenicht Gallery, *Gouaches by Wols*, 1959

Bonn, Galerie Pudelko, *Wols: Dreißig Aquarelle und Gouachen aus den Jahren 1938 bis 1951*, 1975, no. 11

Bremen, Kunsthalle Bremen, *Wols: Die Retrospektive*, 2013, p. 112,

no. 69, illustrated in colour

Literature

Philipp Gutbrod, *Wols, Die Arbeiten auf Papier*, vol. IV, Heidelberg

2004, n.p., no. A-207, illustrated in black and white

This watercolour is part of a larger body of work that Wols gave to the American author and journalist Kay Boyle in Cassis in spring 1941 prior to her return to the United States and that was exhibited in the Betty Parsons Gallery, New York in 1942. In the secluded isolation of Cassis, near Marseilles, Wols developed his artistic vocabulary in spite of the daily struggle to survive, following his fourteen-month internment as a German citizen living in Paris after France's declaration of war on September 3rd 1939.

By Wols' standards this watercolour is exceptionally large which allows the artist to create a generous composition and develop a narrative within this dreamlike landscape. In a very personal, almost auto-biographical depiction, it traces an inner-dialogue in a graphic reference to the Surrealistic exercises of automatic writing and drawing. This exercise of the unconscious reflects a child-like insouciance, that at a second glance is echoed by deeper and more serious self-reflective references. Symbolic details and scattered biomorphic figures slide into the very personal structure of the architectural composition.

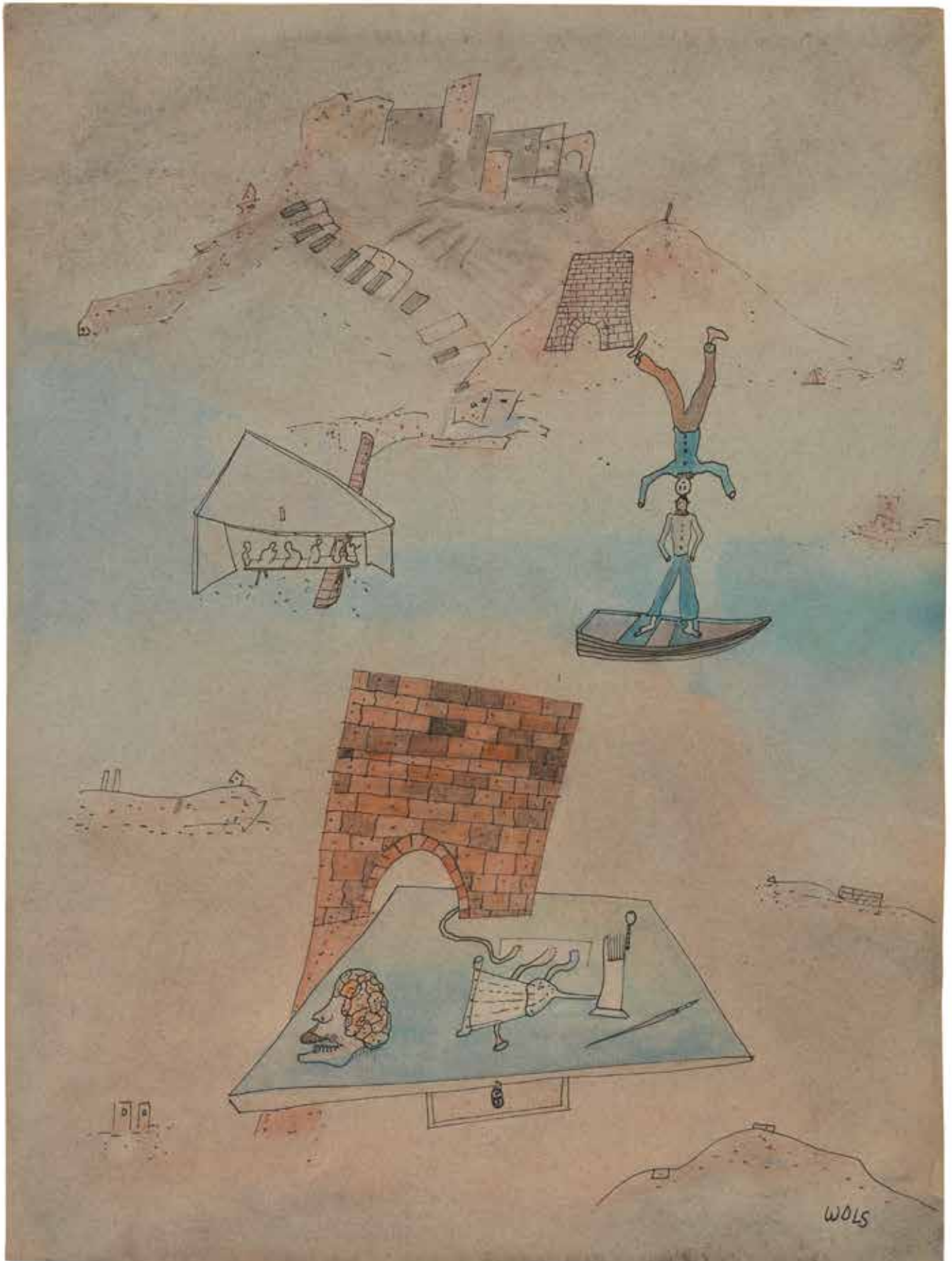
When André Breton and Paul Eluard organized the ground-breaking show *Exposition internationale du surréalisme* at the Galerie Beaux

Arts in Paris in 1938 it changed not only the public awareness of the movement, but had equally significant reverberations within the artistic community. It is known that of the many artists involved in the show held at the Rue du Faubourg St. Honoré – Marcel Duchamp, Salvador Dalí, Max Ernst, Man Ray and Wolfgang Paalen, the latter was one of Wols' close friends during his time in Paris. Wols the auto-didactic draughtsman gained inspiration from the exhibited installations, feeding into his own pictorial language.

*A Cassis, les pierres, les poissons
les rochers vus à la loupe
le sel de la mer et le ciel
m'ont fait oublier l'importance humaine
m'ont invité à tourner le dos
au chaos de nos agissements
m'ont montré l'éternité
dans les petites vagues du port
qui se répètent sans se répéter.*

A poem written by Wols in Dieulefit, 1944.

Wols, Jean-Paul Sartre, Henri-Pierre Roché, Werner Haftmann, *En personne. Aquarelles et dessins de Wols*, Paris 1963, p. 53





FOUR WORKS BY

ADOLF LUTHER

LOTS 3 - 6





Displaying the incredible breadth and range of Adolf Luther's output, the following four works offer a rare opportunity to encounter an important group of works appearing on the open market for the first time since their execution. All four were acquired directly from the artist on their completion and held in an important private American collection ever since; these apparently diverse and intriguing three-dimensional works share one notable aspiration, namely the capture, reflection and refraction of pure light. As such, they embody Adolf Luther's main objective in the creation of his art. No longer interested in the idea of representing light or recreating its effects on the surrounding environment in paint or even in photography, Luther aimed to make art from luminescence itself.

The following works included here represent a fascinating survey of the various approaches taken by Luther in his ongoing research into the properties of light. As is typical in Luther's art, the title of each piece gives a concise description of its principle, the brevity of each displaying a succinctness typical of the German language: *Hohlspiegelobjekt kinetisch* can be translated as 'Kinetic concave mirror object', *Sphärisches Hohlspiegelobjekt* is a 'Spherical concave mirror object', *Hohlspiegelobjekt* simply a 'Concave mirror object', and last but certainly not least, *Hängelinse* is a 'hanging lens'. Each of these works utilises its own individual techniques for manipulating light, each with stunning effect.

The immense *Hohlspiegelobjekt kinetisch* (lot 3) employs an electric motor to rotate a series of mirrors arranged in a regular framework, each gentle and steady turn bringing new shape and colour to the ever-changing surface: this outstanding work is one of the largest examples to be fitted with a motor, which is extremely rare. *Sphärisches Hohlspiegelobjekt* (lot 4) uses layers of translucent glass lenses to alter and contort the images captured in its mirrors. *Hohlspiegelobjekt* (lot 5) places a central grid of 15 concave mirrors bordered by a further 34 convex mirrors in regimented fashion, flipping and distorting its surroundings. *Hängelinse* (lot 6) is a large round double-sided lens which dangles from the ceiling, hovering like a giant eyeglass as it magnifies, manipulates, and reflects.

With such three-dimensional works, Adolf Luther engaged in a lifelong search for artistic novelty. Throughout his long career, he continually experimented with materials, but ultimately the objects that he created were only a means to an end: it is not the mirrors or the lenses

themselves that captivate the viewer, but rather the visual effects that they produce: light itself is the key material. The radical approaches of Luther's work led to his inevitable involvement in the *Zero* group, a movement founded in 1957 by fellow German artists Heinz Mack and Otto Piene which later spread across the globe, establishing links with numerous avant-garde artists including Yves Klein, Lucio Fontana and Piero Manzoni. Often seen as the antithesis of the prevailing painterly traditions of *Abstract Expressionism*, *Zero* promoted art which was largely devoid of colour and gesture, and lacking in any clear sense of emotion or individual expression. The group's name was also significant, with Otto Piene describing *Zero* as "a word indicating a zone of silence and of pure possibilities for a new beginning as at the countdown when rockets take off. *Zero* is the incommensurable zone in which the old state turns into the new" (the artist in: *Happenings and Other Acts*, London 1995, p. 270). Often futuristic in appearance, such art was intended as a new aesthetic for a new world. During his lifetime, Luther took part in *Zero* exhibitions in Berlin, Frankfurt, Gelsenkirchen and Philadelphia. More recently, an exhibition dedicated to the group staged by New York's Guggenheim Museum and entitled *Zero: Countdown to Tomorrow* placed one of Luther's 'mirrored objects' in context with light and mirror works by Otto Piene and Heinz Mack, as well as others by Christian Megert and Hermann Goepfert. The fascinating and intricate relationships between these artists and their work thus became clear for a twenty-first century audience.

The incomparable innovation evident in Adolf Luther's work is perhaps thanks to the fact that he was largely self-taught. From his first attempts at painting in 1942 to his death in 1990, he devoted himself to artistic research, following his own distinct path as he explored the potential of glass, mirror, Perspex, motors and even lasers. *Licht und Materie* (Light and Material) were the words that the artist himself often used to describe his works, perfectly summing up both their stark simplicity and their inherent ambition. Luther would sometimes stamp *Licht und Materie* on the reverse of his works, and interestingly *Sphärisches Hohlspiegelobjekt*, 1968 and *Hohlspiegelobjekt kinetisch*, 1976 both bear this stamp. The four artworks which make up this incredible collection represent some of the finest examples of these intentions. The dazzling impact of these works, which successfully harness the most transitory and liminal of media, is truly astounding.

Left page

Lothar Wolleh, *Adolf Luther*, Krefeld, circa 1972
Photo Lothar Wolleh. © Oliver Wolleh, Berlin © DACS 2016

PROPERTY FROM A DISTINGUISHED NEW YORK PRIVATE COLLECTION

3 * AR W

ADOLF LUTHER (1912-1990)

Hohlspiegelobjekt kinetisch

1976

signed, dated 76, stamped *LUTHER LICHT u. MATERIE* and stamped *SEHEN IST SCHÖN* on the reverse
concave mirrors, mirrors, electric motor, acrylic and wood, in a Perspex box

134 by 134 by 18.5 cm.
52 3/4 by 52 3/4 by 7 5/16 in.

£60,000 - 80,000

US\$87,000 - 120,000

€80,000 - 110,000

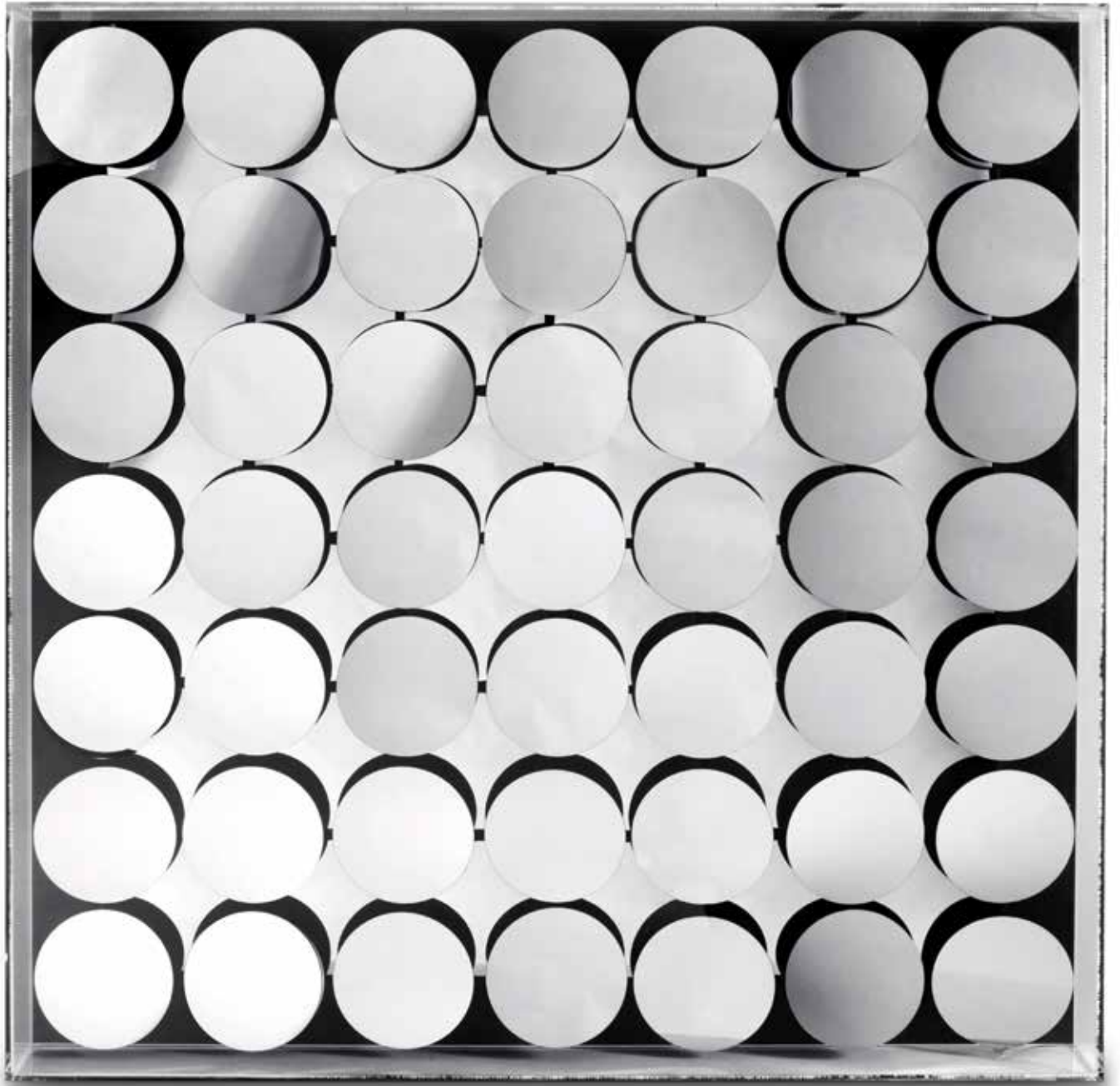
This work is registered, with friendly support of Dr. Magdalena Broska, in the archive of the *Adolf-Luther-Foundation*, Krefeld, under no. HSP 76 004.

Provenance

Acquired directly from the artist by the present owner in 1977



Reverse of the present work showing the electric motor



PROPERTY FROM A DISTINGUISHED NEW YORK PRIVATE COLLECTION

4 * AR W

ADOLF LUTHER (1912-1990)

Sphärisches Hohlspiegelobjekt

1968

signed, dated 68 and stamped *LUTHER LICHT u. MATERIE* on the reverse
concave mirrors, mirrors, glass and Perspex on board, in a Perspex box

83 by 83 by 6.6 cm.

32 11/16 by 32 11/16 by 2 5/8 in.

£40,000 - 60,000

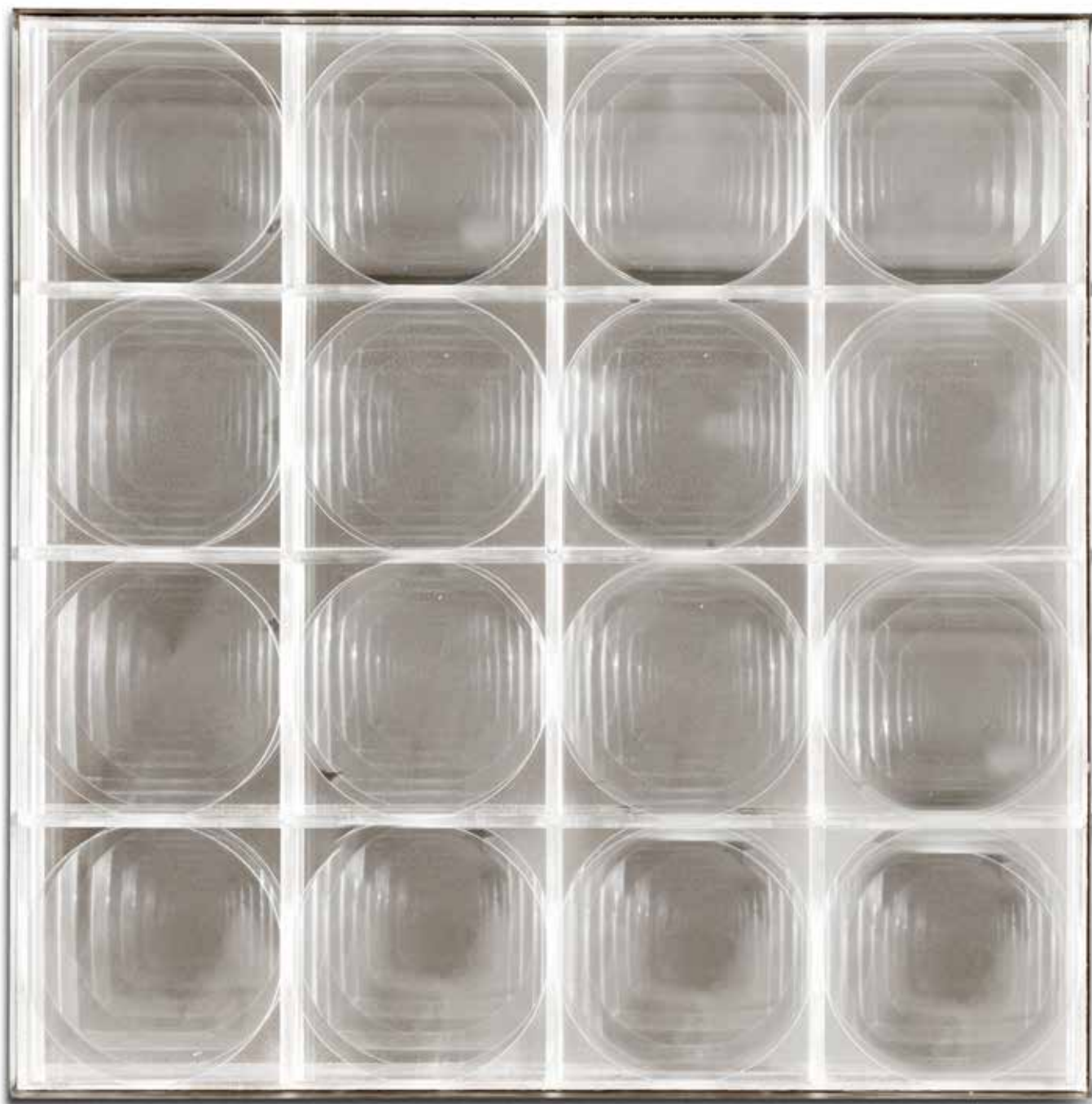
US\$58,000 - 87,000

€54,000 - 80,000

This work is registered, with friendly support of Dr. Magdalena Broska, in the archive
of the *Adolf-Luther-Foundation*, Krefeld, under no. HSP 68 017.

Provenance

Acquired directly from the artist by the present owner in 1977





PROPERTY FROM A DISTINGUISHED NEW YORK PRIVATE COLLECTION

5 * AR W

ADOLF LUTHER (1912-1990)

Hohlspiegelobjekt

1978

signed, dated 78 and stamped *Energetische Plastik, DER KONKRETE RAUM* on the reverse
concave mirrors, wood, plastic and household paint on board, in a Perspex case

49 by 49 by 6 cm.

19 5/16 by 19 5/16 by 2 3/8 in.

£15,000 - 20,000

US\$22,000 - 29,000

€20,000 - 27,000

This work is registered, with friendly support of Dr. Magdalena Broska, in the archive
of the *Adolf-Luther-Foundation*, Krefeld, under no. HSP 78 004.

Provenance

Acquired directly from the artist by the present owner in 1981



PROPERTY FROM A DISTINGUISHED NEW YORK PRIVATE COLLECTION

6 * AR W

ADOLF LUTHER (1912-1990)

Hängelinse

1976

signed and dated 76 on the frame
concave mirror and glass, in a plastic frame

Diameter: 77 cm.
30 5/16 in.

£8,000 - 12,000

US\$12,000 - 17,000

€11,000 - 16,000

This work is registered, with friendly support of Dr. Magdalena Broska, in the archive of the *Adolf-Luther-Foundation*, Krefeld, under no. LSO 76 001.

Provenance

Acquired directly from the artist by the present owner in 1977

7 AR

BERNARD AUBERTIN (1934-2015)

Monochrome Rouge "Structures horizontales et verticales"

1975/1978

signed, dated 1975/78 and inscribed *Fil de Fer "structures horizontales et verticales"* on the reverse
acrylic and wire on board

50 by 50 cm.

19 11/16 by 19 11/16 in.

£7,000 - 10,000

US\$10,000 - 15,000

€9,400 - 13,000

This work is registered in the *Archivio Opere Bernard Aubertin*, Milan, under no. MCR-1800000572015-RSN, and is accompanied by a photo-certificate of authenticity.

Provenance

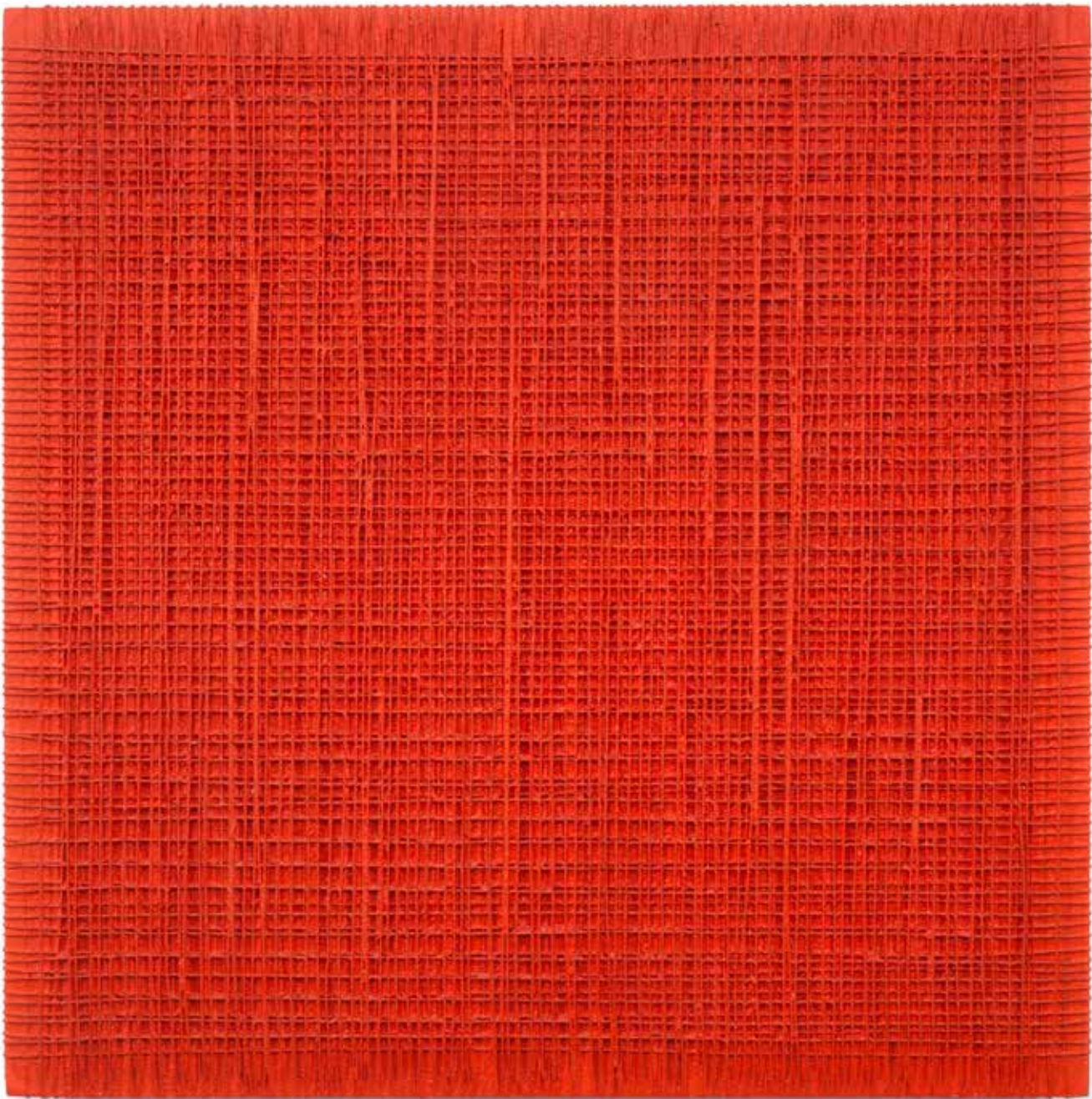
Galerie Weiller, Paris

Acquired directly from the above by the previous owner circa 1979

Thence by descent to the present owner



Reverse of the present work



8 AR

BERNARD AUBERTIN (1934-2015)

Tableau Clous

1970

signed and dated 1970 on the reverse
acrylic and nails on board

50 by 90 cm.

19 11/16 by 35 7/16 in.

£18,000 - 25,000

US\$26,000 - 36,000

€24,000 - 34,000

This work is registered in the *Archivio Opere Bernard Aubertin*, Milan, under no. TCL-5700000072013-RSN, and is accompanied by a photo-certificate of authenticity.

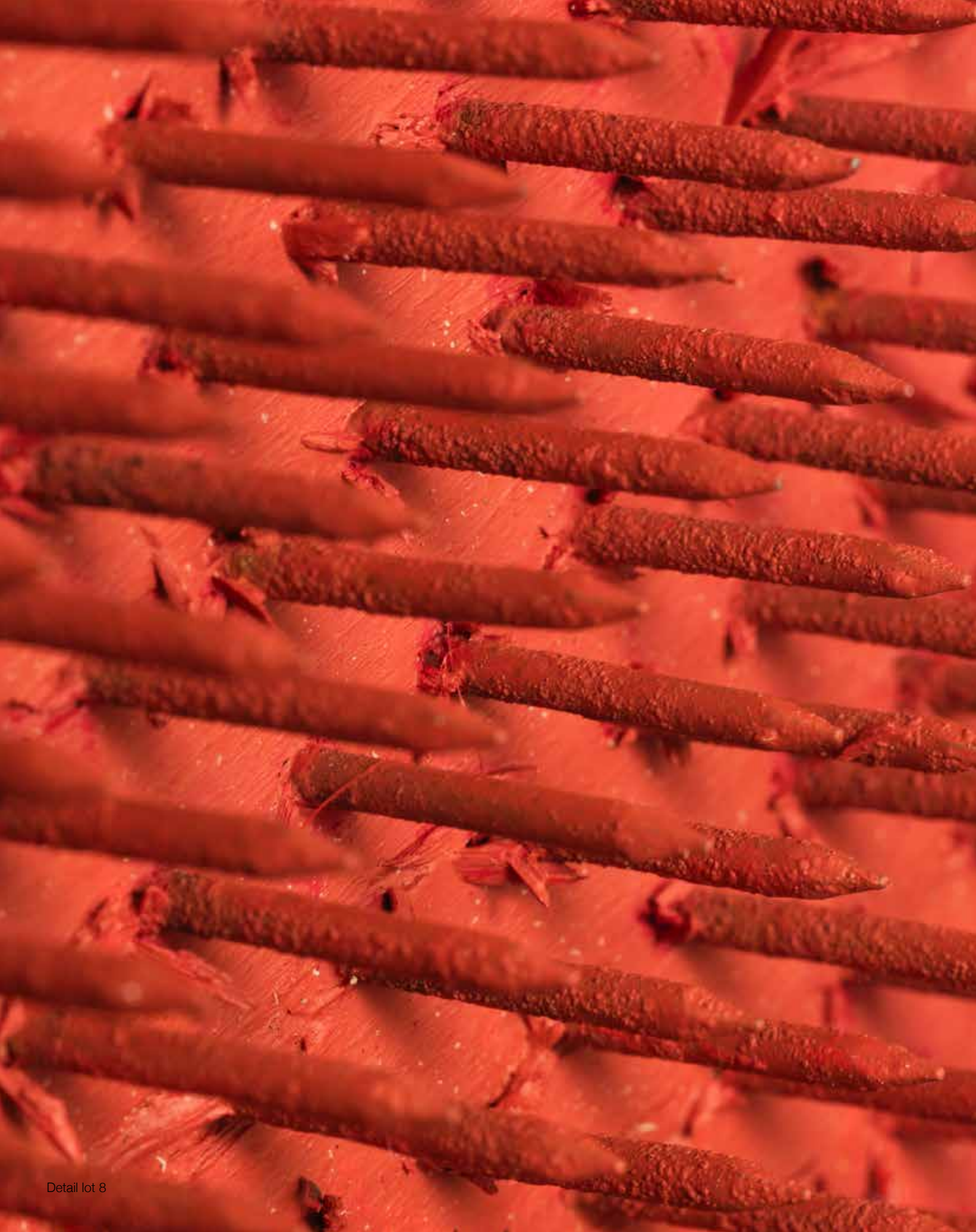
Provenance

Private Collection, Italy

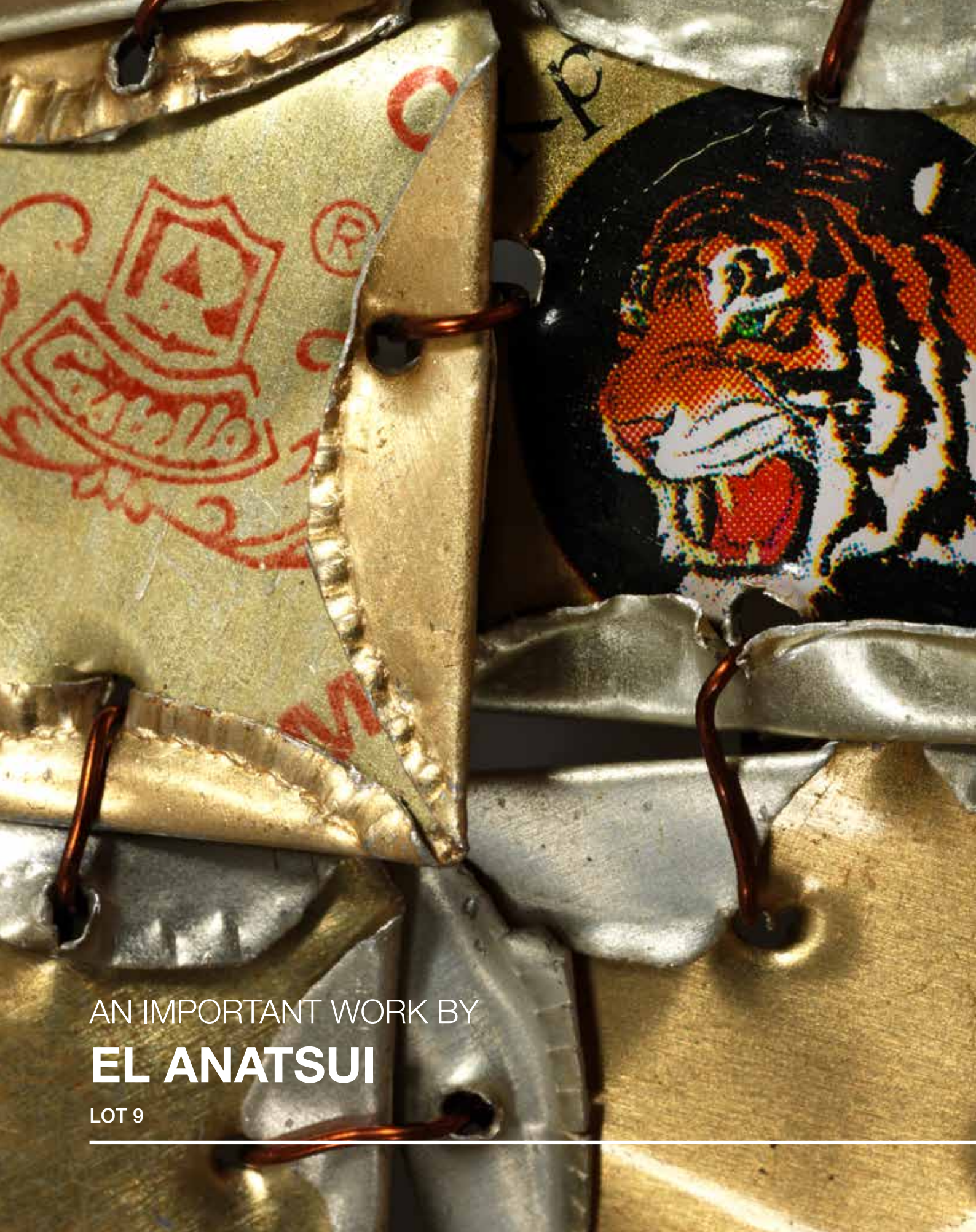
Private Collection, Milan

Acquired directly from the above by the present owner









AN IMPORTANT WORK BY
EL ANATSUI

LOT 9



g * W

EL ANATSUI (B. 1944)

Peju's Robe

2006

aluminium and copper wire

245 by 310 cm.

96 7/16 by 122 1/16 in.

This work was executed in 2006.

£450,000 - 550,000

US\$660,000 - 800,000

€600,000 - 740,000

We are grateful to the artist who has kindly confirmed the date of execution of this work.

Provenance

Acquired directly from the artist by the previous owner *circa* 2006

Thence by descent to the present owner

The artist states:

“Commissioned by someone whom I considered a friend, confidant and was my legal advisor for several decades, *Peju's Robe* mirrors the original owner's effervescent, playful and caring personality yet sombre and revered tone of the legal profession's use of black robes which are still worn in courts in Nigeria today. This piece has special personal resonance for me.”





Huge and shimmering, a mighty cascade of colour and light, El Anatsui's *Peju's Robe* continually curves, folds and flows as if possessed with a spirit of its own. Created from materials which would otherwise have been discarded, this is a work of art which turns the unwanted detritus of everyday life into precious artistic treasure. Constantly changing, reacting to the surrounding light and air, it embodies the artist's belief in the volatility of the human existence, referencing the state of flux in

which we all exist. Difficult to categorise, El Anatsui himself first referred to such works as 'metal cloths', later describing them as 'metal works' or 'metal sheets', it exists on the vague boundaries between picture and object, between sculpture and textile, between two and three dimensions. Inspired by long traditions of artistic practice, and yet creating something startlingly original, *Peju's Robe* represents a meeting of worlds, a mix of cultures, taking elements from art both European and African to produce something unique.

Despite its dramatically luxurious appearance, all glinting sparkles of gold and silver which catch and reflect the light, *Peju's Robe* is formed from the most commonplace of materials, namely the metal bottle caps used throughout the world. El Anatsui takes the caps, discarded when the glass bottles themselves are recycled, cuts them and opens them up, then bolts them together and links them with copper wire to create the stunning visual effect that we witness in the present work. By making use of metallic scraps which would otherwise have reached the end of their useful existence, in effect breathing new life into purposeless objects, El Anatsui's work is reminiscent of the Ready-Mades of Picasso, or the *Compressions* of César. The artist himself is well aware of the transformative power of his recycling of apparently mundane, low status objects in his artwork, referring here specifically to his use of bottle tops: "I return them to use by giving them a different function – a higher function – maybe even the ultimate function. Each bottle-top returning as an object of contemplation has the capacity to reveal to us a more profound understanding of life than it ever did as a stopper" (the artist in: newafricanmagazine.com, 6 March 2015).

Although he was born in Ghana in 1944, El Anatsui is now most closely associated with his adopted country of Nigeria. He began teaching at the University of Nigeria in Nsukka in 1975, and has become an important member of the artistic community which works and lives around this esteemed institution. His early sculptures employed materials such as wood and clay, often displaying the influence of traditional Ghanaian art and its spiritual belief system. Already an established name in his native continent, it was the bottle top works which propelled El Anatsui to international stardom in the twenty-first century. In particular, his inclusion in the 2007 Venice Biennale, at which he hung an enormous 'metal sheet' work from the gothic facade of the Palazzo Fortuny to great acclaim, helped to establish his worldwide reputation. Since then other such monumental works have also been installed in front of other notable buildings, including London's Royal Academy and Berlin's Alte Nationalgalerie. It is a result of such installations that El Anatsui has been transformed from the status of



Above
Gustav Klimt, *Adele Bloch-Bauer I*, 1907
New York, Neue Galerie © 2016. Neue Galerie New York/Art Resource/Scala, Florence

Left page
César, *Compression*, 1962
Paris, Musée National d'Art Moderne - Centre Pompidou. © 2016
© Photo Josse / Scala, Florence © ADAGP, Paris and DACS, London 2016



a respected African artist to a global contemporary art sensation. His work is now held in the collections of many notable museums and galleries, including the British Museum, London, the Centre Georges Pompidou, Paris, The de Young Museum in San Francisco, the Metropolitan Museum of Art, New York, the Guggenheim in Abu Dhabi, and MoMA New York. In 2015 he was awarded the prestigious Golden Lion for Lifetime Achievement at the 56th International Art Exhibition of the Venice Biennale, and was described by the judges as “perhaps the most significant living African artist working on the continent today”.

Finally emerging at last from the shadows of Post-Colonialism to take its rightful place on the world stage, the last decade or so has witnessed an inexorable rise in the profile of African art. But whilst many successful African artists have felt the need to leave the continent to develop their careers, El Anatsui has remained in Nsukka, still drawing inspiration from the place that he loves. Works such as *Peju's Robe* display the diverse mix of influences that his long life and career have garnered. It is a work of art imbued with the colours and textures of Nigeria, as reminiscent of the colourful interwoven fabrics of South Ghana known as *Kente* cloth, as it is of the glistening, gilded canvases of Gustav Klimt.

Having first discovered the artistic capacities of the bottle top in 1998, the artist still remains in the thrall of this marvellous material, stating boldly that “I could spend the rest of my career using bottle tops because there's an open-endedness – a sense of freedom present in this medium” (the artist in; Susan Mullin Vogel, *El Anatsui: Art and Life*, London 2012, p.70). Such works are created without any planning or pre-drawing, they simply emerge from the fusion of the artist's input and the sheer unpredictability of the medium. In effect, the end result is dictated as much by the capricious nature of the bottle tops as it is by the hand of the artist himself. *Peju's Robe* is an audacious work of art which refuses to accept the possible limitations of its humble materiality. Amorphous, brimming with endless variety, composed of countless disparate elements, its potential is limitless, and its beauty endless.



Above

El Anatsui's *Tsiatsia, Searching for Connection* hangs from the facade of the Royal Academy of Arts, London, 2013
Image © FACUNDO ARRIZABALAGA/epa/Corbis

Left page

El Anatsui

Photo courtesy of Uche James Iroha



10^{AR}

DAVID HOCKNEY (B. 1937)

Nasty
1961

ink on paper

50.8 by 40.7 cm.
20 by 16 in.

This work was executed *circa* 1961.

£7,000 - 10,000
US\$10,000 - 15,000
€9,400 - 13,000

Provenance

Private Collection, USA (acquired directly from the artist *circa* 1968)
Sale: Bonhams, London, *Contemporary Art and Design*, 11 October 2012, Lot 11
Acquired directly from the above by the present owner

David Hockney's *Nasty* belongs to a series of early works that the artist produced from 1960 whilst studying at the Royal College of Art, London. These works dealt with his personal exploration of his homosexual identity, albeit in a codified form. Although the College's bohemian environment introduced him to a much freer, more liberal lifestyle than would have been possible in his native Bradford, Hockney lived in an era where homosexuals faced prosecution, imprisonment and public vilification.

Nasty depicts Peter Crutch, one of the artist's fellow students at the RCA and on whom Hockney had an unrequited crush. We know this because the artist rendered an almost identical figure in his painting *Cha Cha Cha That Was Danced in the Early Hours of 24th March 1961* in which he recalls a specific night at the student bar when he became enamoured by Crutch's dance moves.

In the present work, Crutch is depicted on the verge of being engulfed by a giant *vagina dentata*; the ultimate symbol of emasculation and aggressive female sexuality. Crutch had a girlfriend, Mo Ashley, and one can't help but wonder whether in *Nasty*, as the title suggests, Hockney is venting at the dominant hetero-orthodoxy, which is not only hostile to an alternative sexual proclivity, but is also frustrating the very sexual desire that forms the core of his identity as a gay man.



11 * AR

DAVID HOCKNEY (B. 1937)

Football Player

1964

signed with the artist's initials, titled and dated 64
crayon and pencil on paper

31.7 by 25.4 cm.

12 1/2 by 10 in.

£15,000 - 20,000

US\$22,000 - 29,000

€20,000 - 27,000

Provenance

Lewis Kaplan Gallery, London

Acquired directly from the above by the present owner *circa* 1970



A MASTERPIECE BY

FRANK AUERBACH

LOT 12



12 * AR

FRANK AUERBACH (B. 1931)

E.O.W. on her Blue Eiderdown V
1963

oil on board

57.5 by 83 cm.
22 5/8 by 32 11/16 in.

This work was executed in 1963.

£1,000,000 - 1,500,000
US\$1,500,000 - 2,200,000
€1,300,000 - 2,000,000

Provenance

Beaux Arts Gallery, London
Marlborough Gallery, London
Acquired directly from the above by the previous owner *circa* 1968
Thence by descent to the present owner

Exhibited

London, Beaux Arts Gallery, *Frank Auerbach*, 1963, no. 7

Literature

William Feaver, *Frank Auerbach*, New York 2009, p. 252, no. 149,
illustrated in black and white





Frank and Stella in the garden of 33 Somerset road, Brentford, circa 1962
Courtesy Sarah West

This is a miraculous painting. The technical mastery required to paint sculpturally in oil reaches its apotheosis in *E.O.W. on her Blue Eiderdown V* of 1963, a tumbling cascade of oil in an intense spectrum of colour that never becomes muddied or loses focus. To paint in this manner requires patience and dedication, particularly bearing in mind this is a large scale piece within the context of Frank Auerbach's oeuvre. The intricacy of the delicate waves of oil paint married to the vibrancy of the colour is matched only by the importance of the present work to the artist's career coming as it does from his most celebrated period in the early 1960s. When one considers that the condition is perfect and that it has not been seen in public for fifty years one must conclude that this is a work of art which truly deserves to be nominated a masterpiece.

The painting reveals much about the artist's technique, a practice developed over years of unwavering dedication, and also tells something of his own personal story. It comprises an intimate portrait of one of his most enduring sitters, a woman who was crucial in the evolution of Auerbach as both a man and as an artist. A museum-quality work appearing at auction for the first time, *E.O.W. on her Blue Eiderdown V* is evidence, if further evidence were needed, as to why Frank Auerbach is now widely regarded as Britain's greatest living painter.

The simplicity of Auerbach's life, an asceticism which springs from his absolute devotion to painting, is often noted in descriptions of his life and work. He travels little, and generally avoids the limelight. He has also restricted the subject matter of his work, focusing in particular on a small group of sitters and a limited area of North London streets situated close to his studio. *E.O.W. on her Blue Eiderdown V* is a portrait of one of the select few, a model who sat for the artist over a number of years, and was also his lover for much of that time. Auerbach met Estella Olive West, better known simply as Stella, in 1948, when he was seventeen years old and she was thirty two. An aspiring actress, their paths crossed at the amateur Communist Unity Theatre, where they performed together in a production of Peter Ustinov's *House of Regrets*. Auerbach moved into West's home in Earls Court as a lodger, and an intense relationship both artistic and personal quickly developed. In the end, West was to sit for Auerbach for over two decades. The portraits that he painted of her, vivid reminders of an enduring, complex and at times tempestuous association, are some of his greatest works of art.

The production of one of Frank Auerbach's paintings is a long, slow process. In fact, he tends to complete only a few paintings each year, the majority of them are portraits. The deep impasto that we see in works such as *E.O.W. on her Blue Eiderdown V* of 1963 is the result of hours, days, weeks, months, sometimes years of careful layering, building and sculpting. One false move and the hues bleed into one another causing the primary colours to muddy irreparably. These layers must be scraped away entirely and reattempted from scratch. To have such a complete composition of fully built up paint is incredibly rare in Auerbach's oeuvre requiring as it does the commitment and patience to sustain the tension of interlocking waves of paint throughout the pictorial plane. Only when Auerbach is completely happy with a work does it see the light of day. The artist is his own ruthless editor, with only the best paintings and drawings emerging from his paint-daubed studio. For his sitters, the experience must at times prove challenging, and Stella West herself stated that posing, although it began as "a sort of game", later became much harder, "more demanding" (quoted in Robert Hughes, *Frank Auerbach*, London 1990, p.133). The physical demands of sitting hour after hour, week after week in the same position are almost unimaginable for those who have never been involved in such a protracted creative process. The fact that this is one of his largest scale figurative oils and that the sheer weight of paint is so substantial leads one to conclude that the present work could comfortably have taken longer than a year to produce. That the hard work involved, both for the artist and for his model, was worth the effort is ably demonstrated in the magnificent vision of this stunning painting.

It is clear that Auerbach needs to know a person before he can properly paint them. He recognises the value of a personal affiliation with a sitter, his innate understanding not just of the generic human form, but of the specific body and face that he finds before him crucial to the success of a painting. Auerbach's close connection with Stella West, and its impact on his visual portrayals of this woman that he knew so well, is poetically captured by Catherine Lampert, an art-historian and curator who has herself sat for the artist on numerous occasions: "His paintings of her reveal curiosity and tenderness. Strokes cross her form, other marks draw out emotions, like an exorcism, their directional force close to carving, making flurried edges, deep hollows and corrugated skin where wet earth colours have been placed on the semi-dry result of the previous attempt" ('Auerbach and his sitters', in *Frank Auerbach: Paintings and Drawings 1954-2001*, London 2001, p. 24).



Above
Vincent van Gogh, *The Siesta*, 1889-90
Paris, Musée d'Orsay. © 2016 Photo Scala, Florence

Right page
The present work

Auerbach's style is, of course, unmistakable, and ultimately unique, but his art nevertheless displays a profound knowledge of the art-historical canon. The influence of Rembrandt on his work, particularly on his portraits, has been recently explored in a display of Auerbach's paintings next to those of the Dutch Old Master at the Rijksmuseum in Amsterdam. In its portrayal of a slumbering human figure stretched sinuously across a colourful ground, *E.O.W. on her Blue Eiderdown V* is reminiscent of the posture of the two figures in *The Siesta* by Vincent Van Gogh, now in the Musée d'Orsay in Paris. Like both Rembrandt and Van Gogh, Auerbach also experiments with the limits of the material itself, pushing and pulling the paint into thick, sculptural strokes. As can be seen in the present work, paint is squeezed directly from the tube, leaving long glossy cylinders of oleaginous pigment. At the time that he painted *E.O.W. on her Blue Eiderdown V*, Auerbach was expanding his awareness of recent developments across the Atlantic. First introduced to the work of the *Abstract Expressionists* at an exhibition dedicated to the New York School in 1958, Auerbach's own practice seems to have been informed by the use of gesture that they advocated.

Already experimenting with a new, bolder palette of colours, his works of this period also display an astounding sense of vigour, the "furious energy" described so well by Isabel Carlisle. A comparison of the present painting with two similar images of Stella West now in the collection of the Tate Gallery, London give an important insight into the developments of the artist's palette around this time. *E.O.W. Nude* of 1953-4 shows her as a pale, almost ghost-like figure reclining against a background of dark, muddy browns. Meanwhile *E.O.W. Nude on Bed* of 1959 reveals a growing interest in colour, with rich russets and verdant greens appearing across the composition. Finally in this *E.O.W. on her Blue Eiderdown V*, painted only three years later, we see sky blue, blood red and sunshine yellow bursting out before our eyes, layer upon layer, mixing and melding in a riot of bright colour.

A painting which exhibits an extraordinary physical presence, *E.O.W. on her Blue Eiderdown V*, can be relished from various standpoints. As a portrait, it allows us some insight into Auerbach's private world, a glimpse into his circle of lovers, friends and associates. As an art-historical object, it also tells us much about the development of Auerbach's distinctive artistic practice, one which places him within



a long artistic tradition and has also made him a globally revered figure. But most importantly, as a painting, it is absorbing, utterly enchanting and astoundingly beautiful. After all, it is the creation of such fine paintings which has obsessed Frank Auerbach for the past six decades. The remarkable vision that we find in *E.O.W. on her Blue Eiderdown V*, and its deep understanding of both the human figure and the paint itself, is testament to a lifetime of painting, and to the incredible talent of the man who views his art quite literally as a way of life.

13 * AR

FRANK AUERBACH (B. 1931)

The Studios II

1995

oil on board

56 by 56 cm.

22 1/16 by 22 1/16 in.

This work was executed in 1995.

£280,000 - 380,000

US\$410,000 - 550,000

€380,000 - 510,000

Provenance

Rex Irwin Art Dealer, Sydney

Acquired directly from the above by the present owner in 1996

Exhibited

Sydney, Rex Irwin Art Dealer in collaboration with Marlborough Gallery, *Frank Auerbach: Paintings and Drawings*, 1996, n.p., no. 19, illustrated in colour

Literature

William Feaver, *Frank Auerbach*, New York 2009, p. 325, no. 757, illustrated in colour



Chaim Soutine, *Landscape*, 1919

Private Collection / Bridgeman Images



It would not seem unreasonable to suggest that the studio is the centre of Frank Auerbach's world. Famous for his dedication to his art, Auerbach is a man compelled by a constant drive to paint. His days are spent studying, creating, composing and inventing. He is never happier than when he is at work, and rarely ventures far beyond the limits of his home or his work space: "Once or twice when I was young I did try to go away for a couple of days, to Brighton or Oxford, for a break, and I just didn't know what the hell to do with myself. I felt impatient and bored. But I can be alone working in London for days on end and feel completely happy" (the artist interviewed by Nicholas Wroe on theguardian.com, 16 May 2015). He is a man unimpressed with the trappings of his huge success, unswayed by the glamour of the art world. As a result, his world is relatively small, focused largely on a few streets in North London. "The map of Auerbach's universe is sparse. His paintings reveal a life pared down to a few significant co-ordinates; there is the studio entrance, glimpses of Mornington Crescent, the house next door, a certain tree and a few faces" (Hannah Rothschild, telegraph.co.uk, 30 September 2013). His life may be geographically limited, but his artistic vision is apparently boundless. Returning repeatedly to the same few subjects, be they human faces or North London streets, Auerbach has produced a startling body of work which is notable for its huge range and diversity. As we see in *The Studios II* of 1995, great art can be inspired by the most simple, everyday scenes.

The view that we are invited to contemplate lies towards the end of a journey made by Frank Auerbach 365 days a year. He has been making this journey every day since he first took up residence in a Victorian building in Camden over sixty years ago. It is a place with a long history of art: before Auerbach, the building had been used by painters Frances Hodgkins and Leon Kossoff. This painting shows us a place that is obviously dear to Auerbach's heart, the approach along a narrow, unassuming alleyway to his cluttered, paint-flecked studio space. First capturing its image in 1977, this is a subject that the artist has returned to over and over again, in both small sketches and more substantial oil paintings such as the present work. And yet each version has its own unique qualities, its own distinct methods and manners. While hardly a picturesque spot in any conventional sense, the artist locates beauty in this messy corner of a busy city.

In this painting, we find a strong, colourful palette which differs markedly from earlier, often darker depictions of the scene. Here we see Auerbach in joyful mood, and encounter a landscape of cadmium yellow and green hues imbued with a sense of life and vigour. Inspired by a quote from poet Robert Frost, the artist himself has stated such ambitions for his work: "I want the poem to be like ice on a stove – riding on its own melting." Well, a great painting is like ice on a stove. It is a shape riding on its own melting into matter and space; it never stops moving backwards and forwards" (the artist in; 'To drag the past into the present and re-animate it', Catherine Lampert, 20 October 2015 on tate.org.uk). In *The Studios II* we witness the results of this intention in all of its bright, bold beauty.

Auerbach is often described as a member of the so-called 'School of London', a term first coined by the artist R.B. Kitaj to describe the group of artists featured in his seminal 1970 exhibition at London's Hayward Gallery entitled *The Human Clay*. Along with Francis Bacon, Howard Hodgkin, David Hockney and Lucian Freud amongst others, Auerbach's vital contribution to the revitalisation of figurative painting during the second half of the twentieth century is now clear. Auerbach was to become particularly close to Freud, the two men remaining friends for much of their adult lives. Both also admired and collected the work of the other, and in May of 2014 the bequest of Freud's enviable collection of Auerbach drawings and paintings to the nation was announced. Following an exhibition of the collection that same year at Tate Britain, this important group of works has been split between various institutions across the country.

His respect for his contemporaries aside, Auerbach's influences are reassuringly traditional, with his landscapes inspired by J.M.W. Turner and John Constable, Rembrandt and Peter Paul Rubens. His technique, of course, is dramatically different to these 'Old Masters', with the painterly freedom and extraordinarily thick impasto of *The Studios II* reminiscent of the landscapes of Vincent van Gogh or Chaim Soutine. Built up over weeks and months, with sections altered and removed before being painstakingly rebuilt, the surface of an Auerbach painting bears witness to many hours of careful, painstaking devotion. After over six decades of quiet commitment to his craft, Auerbach's reputation has never been greater.

The retrospective currently on view at London's Tate Britain demonstrates not only the variety of the artist's works, but also his global following, and includes works gathered from private collections across the world. In addition, the Tate holds many Auerbach works in its own collection, including two paintings from the *The Studio* series: an earlier example created in 1979-80 displays more sombre characteristics, while another from 1995 features the same vibrant tones that we see in the present work. In recent years, Auerbach has been labelled Britain's greatest living painter, and his work described as "an inescapable presence in British figurative painting" (Norman Rosenthal, *Frank Auerbach: Paintings and Drawings 1954-2001*, London 2001, p.11), although the artist himself would no doubt remain indifferent to such labels. He certainly stands as an example of the value of hard work and devotion over hyperbole and hype. In dedicating himself to art, particularly to painting, Frank Auerbach has steadily established himself as an artist without equal, unrivalled in both talent and prestige. For evidence of his love for art, and his passion for painting, we need look no further than *The Studios II*. If the artist remains something of an enigma, an intensely private man of few words, then this painting says all that needs to be said.



Frank Auerbach in his studio in Camden, London, circa 2000
Eamonn McCabe / Getty Images





14 ^{AR}

FRANK AUERBACH (B. 1931)

Head of a Man

1948

signed twice and dated *1948* twice
oil on board

63.5 by 38.5 cm.

24 15/16 by 15 11/16 in.

£40,000 - 60,000

US\$58,000 - 87,000

€54,000 - 80,000

Provenance

Private Collection, UK (acquired directly from the artist *circa* 1949)

Sale: Sotheby's, London, *Post-War and Contemporary Art*, 5 December 1985, Lot 392

J. O'Connor Collection, London

Sale: Sotheby's, London, *Post-War and Contemporary Art*, 19 May 1988, Lot 409

Lane Fine Art Ltd, London

Private Collection, UK

Lane Art Fine Ltd, London

Acquired directly from the above by the present owner





Daniel Farson, *Frank Auerbach at the LCC Open Air Exhibition Embankment Gardens, London, July 1948*
(© The Estate of Daniel Farson) Reproduced by permission of A M Heath & Co. Ltd. Authors' Agents

Painted in 1948, *Head of a Man* is a rare surviving work by one of Britain's most important living artists. This was a significant year for Frank Auerbach when he first attended both the prestigious St Martin's School of Art and Borough Polytechnic, where he was under the tutelage of David Bomberg. It was also at this time that he began offering his works for sale; a black and white photograph from June 1948 survives of the *London County Council Open-Air Exhibition* depicting the young artist seated in front of Victoria Embankment garden railings, the small number of portraits and figurative works displayed around him seemingly unrelated to his classic style. These paintings are not known to have survived, and the remaining works created during this period are not dated, making *Head of a Man* a great rarity in the initial development of the artist's oeuvre.

Contemporary art critics drew parallels between Auerbach's paintings and those of Jean Fautrier. Fautrier's most famous series of works, *Otages* (Hostages) executed between 1943 and 1945 represent the artist's highly personalised response to the atrocities of the Second World War.

In these works vaguely human features emerge struggling from amorphous head-like forms, their surfaces heavily applied with layers of pocked paint. Their dramatic merging of the figurative and abstract conveying both the personal tragedy of the individual and also the anonymity of the dead, stripped of their identities by the sheer incomprehensibility of the mass graves.

Frank Auerbach's experiences of the war are well documented. He had been shipped to England in 1939 aged just seven; his Jewish parents increasingly alarmed by the rise of the far right in Germany, settled him in a boarding school just outside the capital. He remained in the UK for the duration of the war, discovering in 1943, barely aged twelve, that both his mother and father had died in Auschwitz. It's very difficult to look at *Head of a Man*, (executed just five years later) without reading it within this personal and historic framework. Its depiction of an emaciated man with shaven head recalls some of the shocking imagery released following the end of the war and the liberation of the camps.

As a portrait it is intimate and remote, ambiguous and brooding. It is also visually immediate, dominating the composition in close up, and yet the artist has deliberately angled the subject away from the picture plane, the positioning making his expression very difficult to read. There is certainly an air of introspection about him, our gaze voyeuristic on his apparently naked form, seeming obtrusive. Whilst it is not possible to tell whether the scratched grid like system in the paint was employed for technical or symbolic reasons it does add a further degree of separation between us the observer and he the sitter. Unusually for Auerbach the identity of his subject is unknown, the work's title offering no further clues to his personality, however what is clear is that many of the hallmarks of his signature style are present here even at this early date. The gestural strokes of paint thickly applied in black oil to delineate the human form, the flourish of scarlet blood-like impasto to the man's left shoulder, the scratching away of the surface of paint, and the blend of abstraction and figuration evident in the coloured cross hatching around the figures head and neck, all prefigure the artist's later masterworks.

Head of a Man from 1948 represents a rare opportunity to acquire one of the earliest works ever to appear on the market by Frank Auerbach, one that not only captures the genesis of his practice but also reflects a fundamentally important moment in the artist's history.

15 AR W

GIULIO PAOLINI (B. 1940)

Vis-à-Vis (Alessandro)

1992

plaster casts and wooden plinths

Each cast: 56 by 26 by 12 cm.

22 1/16 by 10 1/4 by 4 3/4 in.

Each plinth: 130 by 30 by 15 cm.

51 3/16 by 11 13/16 by 5 7/8 in.

This work was executed in 1992, and is from an edition of 7.

£25,000 - 35,000

US\$36,000 - 51,000

€34,000 - 47,000

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

Provenance

Galleria Eva Menzio, Turin

Galerie Hans Mayer, Düsseldorf

Acquired directly from the above by the present owner in 2003

Exhibited

Tel Aviv, Tel Aviv Museum of Art Helena Rubinstein Pavilion for Contemporary Art, *Three Artistic Generations in Contemporary Italy*, 1993-1994, p. 53, another example illustrated in black and white

Vienna, Museum moderner Kunst Stiftung Ludwig, *Kommentar zu Europa 1994*, 1994, p. 215, another example illustrated in colour

Genoa, Galleria Locus Solus, *Giulio Paolini*, 1994, p. 65, no. H1, another example illustrated in colour

Valencia, Palau dels Scala, *Comentario Sobre Europa 1994*, 1994-1995, p. 89, another example illustrated in colour

Sarzana, Fortezza Firmafede, *Il mito e il classico nell'arte contemporanea italiana 1960-1990*, 1995, p. 108, no. 7, another example illustrated in black and white

Brussels, Institut supérieur pour l'étude du langage plastique, *De Narcisse à Alice. Miroirs et reflets en question*, 2008, p. 37, another example illustrated in colour

Literature

Michaela Unterdörfer, *Die Rezeption der Antike in der Postmoderne: Der Gipsabguß in der italienischen Kunst der siebziger und achtziger Jahre*, Weimer 1998, p. 208, no. 64, fig. 9, another example illustrated in black and white

Anna Ottani Cavina, Ester Coen, Ginevra Grigolo and Giulio Paolini, *Giulio Paolini*, Bologna 2008, p. 91, another example illustrated in black and white

Maddalena Disch, *Giulio Paolini. Catalogo ragionato: Tomo secondo 1983-1999*, Milan 2008, p. 722, no. 707, another example illustrated in colour





One of history's greatest heroes, Alexander the Great has inspired countless artists, writers and mythmakers across the ages. A fearless warrior, a great tactician, a mighty ruler and a man possessed of a timeless beauty, his exploits are the stuff of legend. The subject of Greek marbles, Roman mosaics, medieval Persian miniatures, Neo-classical sculptures and, as we see here, contemporary installations, his face appears in many of the world's greatest works of art.

As such, *Vis-à-Vis (Alessandro)* from 1992 by Giulio Paolini, which was executed the same year the artist was shown for the fourth time at *Documenta* in Kassel, is one of the most recent examples of an age-old tradition. As a stunning piece of sculpture both heavily conceptual and starkly beautiful, it more than holds its own in such distinguished company.

Repeatedly acknowledging his own Italian heritage and referencing the pervasive artistic legacy of his home nation as well as that of Greece, Giulio Paolini has often returned to the imagery of classical sculpture in his work. In 1971 he presented broken shards of ancient sculptures in works such as *Proteo* and *Proteo (II)*; that same year he also created a monumental installation entitled *Early Dynastic*, the gallery space dominated by four columns, each supporting a minute version of itself; In 1975 the subject returned, this time in a series of cast classical heads placed in opposition to one another in a series of works entitled *Mimesi*. This repetition of classical forms, carved faces aligned in a mute dialogue, finds perhaps its fullest expression in *Vis-à-Vis (Alessandro)* of 1992 belonging to this series, in which a cast taken from an Hellenistic bust of Alexander the Great has been sliced in two, each half positioned on a pedestal against the wall, the two profiles facing one another head on. This work implies an impossible conversation between two sides of the same coin, two halves of the same brain; the creative and rational aspects of humanity engaged not in crisis but in harmony. Flawless, white and tacitly powerful, the resultant installation is also subversive, and strangely beguiling.

As well as its unmistakable interest in the classical tradition, *Vis-à-Vis (Alessandro)* also features many of the other major themes which have concerned Paolini throughout his distinguished career. As one of the leading lights of the *Arte Povera* movement, he often experimented with material, making much from very little. In this case, he has re-appropriated a familiar marble sculpture, recreating it in carefully cast plaster as was common in the eighteenth-century, effectively producing a piece of Post-Modern neo-Neoclassicism. The role of the artist is also called into question by *Vis-à-Vis (Alessandro)*, with an iconic image not only reproduced, but also deconstructed and altered in unexpected ways. Part of the classical tradition certainly, but also a total inversion of that same tradition, this is a work of art which defies expectations. As the extensive exhibition history for the present work suggests this sculpture represents a major element of Paolini's body of work, but more than that, *Vis-à-Vis (Alessandro)* can be viewed as another step in the transmission of artistic ideas across the generations. Fragmentary in its completeness, elegant and philosophical, citing the past, present and future, Giulio Paolini's *Vis-à-Vis (Alessandro)* is a work of art which represents all ages and none. Rarely has classicism seemed so challenging, or so timelessly profound.





FOUR WORKS BY
ALIGHIERO BOETTI

LOTS 16 - 19

Belonging to an important private Italian collection, the following four works by Alighiero Boetti offer a privileged insight into the artist's practice and particularly his versatility across a wide range of techniques and media.

Untitled (Amore) from 1980, is an extremely rare example of his *biro* (ballpoint pen) works. Rare for the choice of the word *Amore* (Love), which is placed in the middle of the composition, but also for the collage element and the presence of three different colours of ballpoint pen which are normally only used in the artist's very large multi-panel works; this work is a real gem. The intimacy of the word 'Love' is echoed in the exquisite and intimate size of this work and also in the choice of the main colour of this composition, red, which has for over hundreds of years of art history been the colour of love and passion. This is further enhanced by the very personal inscription which refers to Emilio Mazzoli, the first owner of this work, and to his wife Melita.

Boetti frequently used text in his artistic production as we have seen in his *biro* works and as we can also see in his famous *arazzi* (embroideries) series, maybe the most recognisable series from the artist, and from which we are offering two classic examples in different sizes: *Dall'oggi al domani* (From today to tomorrow) from circa 1989 and *Svelare e rivelare* (Expose and reveal) from circa 1992.

Executed by female Afghan embroiderers following templates created by Boetti, these mosaic-like square grids display letters which need to be read from top to bottom and from the left column to the right. These *arazzi* are based on Boetti's principle of *ordine e disordine* (order and disorder) as each letter is placed in a small square and in a particular order within the overall work, but the text is not readable at first glance. The letters appear to be in disorder which gives a sense of abstraction and mystery to the composition.

In this particular case, the two present works were executed in Pakistan where the Afghan craftswomen working with Boetti had escaped following the Soviet invasion of Afghanistan in 1979. These works carry an inevitable political meaning, and in particular the desire of the artist to erase cultural divisions with the union of East and West through a collaborative creative process. In these embroideries, Boetti also wanted to play with the notion of craftsmanship and the notion of art and its correlation. The text usually consists of short sentences which sometimes relate to synonyms as in *Svelare e rivelare* or with the concept of time as in *Dall'oggi al domani*.

Faccine (small faces) from 1977 is a large and playful work that requires, as the embroideries and other series by Boetti, the intervention of other people in its execution. The print component in this work is based on an ink drawing executed by the artist in 1976 which depicted small faces drawn in the manner of a child with only few geometrical features, which had been magnified in a 1:3 scale and then distributed to schoolchildren from a Milan school to be coloured. Once the prints were filled with colours by the schoolchildren these works were then signed by the artist and mounted on canvas to become the finished artwork. Two of these drawings were also coloured by the artist together with his daughter Agata who was five years old at the time. Boetti also did another version of this subject called *Faccine colorate* (coloured small faces) three years later in 1979 but the dimensions of these works are smaller and some of the colours are serigraphic and not handmade as in the present work.

Alighiero Boetti is considered to be one of the most influential and interesting conceptual artists of his generation, using a vast range of different materials and techniques and dealing with global cultural and existential issues. His exhibition *Game Plan* from 2012, which travelled from the Museo Reina Sofia in Madrid, passing by the Tate Modern in London to finish in the MoMa in New York, was an enormous success with both critical and public audiences alike. Alighiero Boetti's works are in several of the main public collections around the world including the Centre Pompidou in Paris, the National Gallery of Canada in Ottawa, MOCA in Los Angeles as well in MoMa in New York, the Stedelijk Museum in Amsterdam and the Galleria Nazionale d'Arte Moderna in Rome.

16 ^{AR}

ALIGHIERO BOETTI (1940-1994)

Untitled (Amore)

1980

signed, dated *80* and inscribed *19 io con Melita*
ballpoint pen, pencil and collage on card

23 by 25.5 cm.

9 1/16 by 10 1/16 in.

£18,000 - 25,000

US\$26,000 - 36,000

€24,000 - 34,000

This work is registered in the *Archivio Alighiero Boetti*, Rome, under no. 8155,
and is accompanied by a photo-certificate of authenticity.

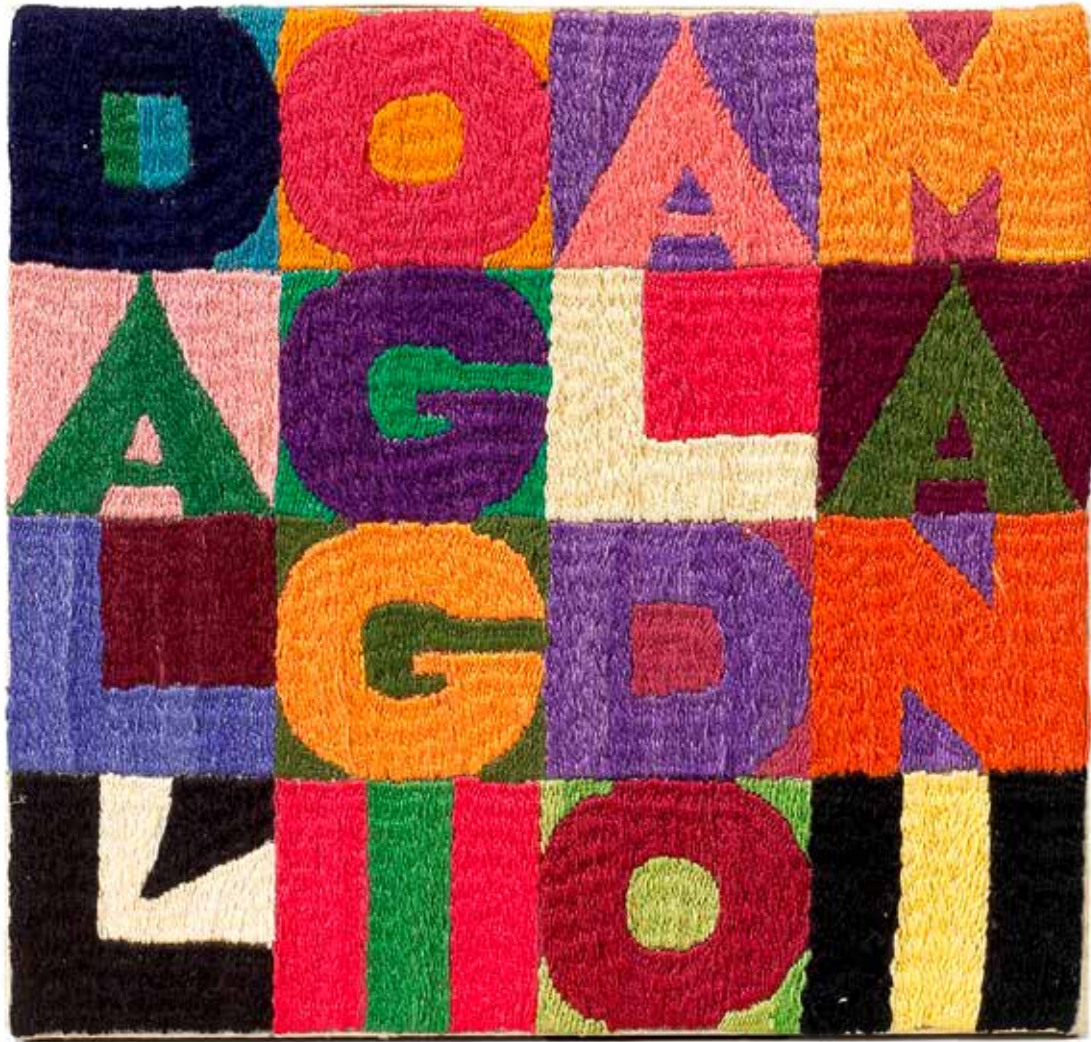
Provenance

Galleria Emilio Mazzoli, Modena

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



AMORE



17 AR

ALIGHIERO BOETTI (1940-1994)

Dall'oggi al domani

1989

signed on the overlap
embroidery on canvas laid on board

17.2 by 18 cm.
6 3/4 by 7 1/16 in.

This work was executed *circa* 1989.

£10,000 - 15,000

US\$15,000 - 22,000

€13,000 - 20,000

This work is registered in the *Archivio Alighiero Boetti*, Rome, under no. 8156, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Italy

Acquired directly from the above by the present owner *circa* 1990



18 AR

ALIGHIERO BOETTI (1940-1994)

Svelare e rivelare

1992

signed on the overlap
embroidery on canvas laid on board

23 by 24 cm.
9 1/16 by 9 7/16 in.

This work was executed *circa* 1992.

£12,000 - 18,000
US\$17,000 - 26,000
€16,000 - 24,000

This work is registered in the *Archivio Alighiero Boetti*, Rome, under no. 8157, and is accompanied by a photo-certificate of authenticity.

Provenance

Galleria Emilio Mazzoli, Modena

Acquired directly from the above by the present owner *circa* 1992

19 AR

ALIGHIERO BOETTI (1940-1994)

Faccine

1977

signed

watercolour on offset print on paper laid on canvas

130 by 97.5 cm.

51 3/16 by 38 3/8 in.

This work was executed in 1977.

£25,000 - 35,000

US\$36,000 - 51,000

€34,000 - 47,000

This work is registered in the *Archivio Alighiero Boetti*, Rome, under no. 8159, and is accompanied by a photo-certificate of authenticity.

Provenance

Galleria Massimo Minini, Brescia

Francesco Disconzi Collection, Valdagno

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

Literature

Jean-Christophe Ammann, *Alighiero Boetti. Catalogo generale: Tomo secondo Opere 1972-1979*, Milan 2012, p. 261, no. 885, three other examples illustrated in colour



20 AR

GASTONE NOVELLI (1925-1968)

Collina messicana

1965

signed, titled and dated 65 on the reverse
oil and graphite on canvas

80 by 100 cm.

31 1/2 by 39 3/8 in.

£20,000 - 30,000

US\$29,000 - 44,000

€27,000 - 40,000

Provenance

Collection of the Artist, Rome

Ivan Novelli Collection, Rome (by descent from the above)

Acquired directly from the above by the present owner

Exhibited

Rome, Marlborough Gallery, *Gastone Novelli*, 1966, n.p., illustrated in colour

Turin, Galleria d'Arte La Bussola, *G. Novelli*, 1967, n.p., no. 11, illustrated in colour

Montecatini Terme, Galleria Flori and Marlborough Gallery, *Gastone Novelli*,

1967, n.p., illustrated in colour

Turin, Galleria Civica d'arte Moderna, *Gastone Novelli*, 1972, no. 52

Rome, Galleria Editalia Qui Arte Contemporanea, *Novelli*, 1979

Rome, Galleria L'Isola, *Gastone Novelli*, 1985, no. 10

Literature

Zeno Birolli, *Novelli*, Milan 1976, p. 248, no. 1965.40 (417), illustrated in black and white

Pia Vivarelli, *Gastone Novelli*, Rome 1988, p. 112, illustrated in black and white

Paola Bonani, Marco Rinaldi and Alessandra Tiddia, *Gastone Novelli: Catalogo Generale*

1. *Pittura e scultura*, Milan 2011, p. 292, no. P/1965/15, illustrated in colour



Gastone Novelli in his studio in via Margutta, 1962

© Archivio Gastone Novelli, Rome



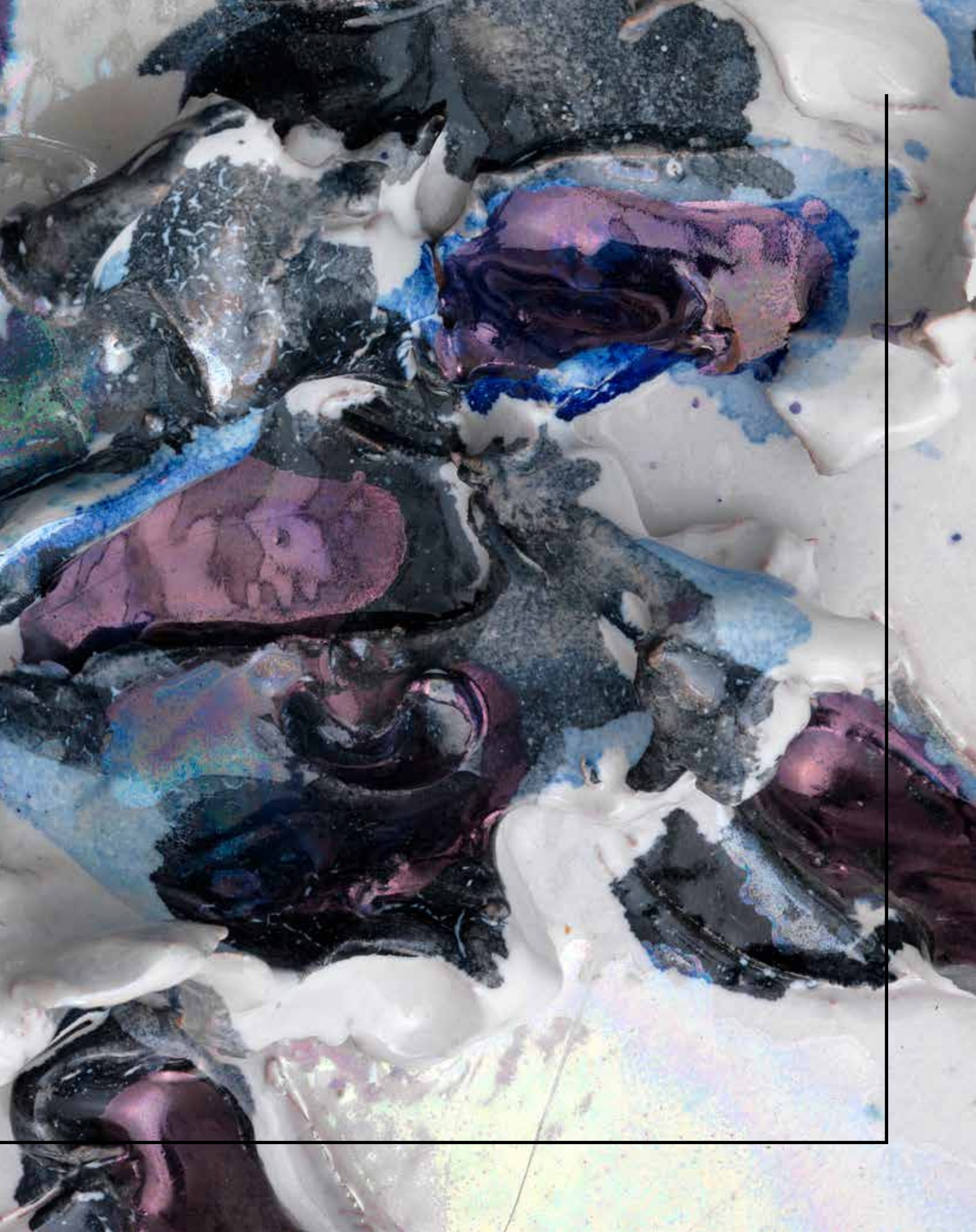




The image displays a complex, abstract ceramic artwork. It features a variety of organic, flowing forms in shades of iridescent purple, blue, and white. The surface has a glossy, reflective quality, with light reflecting off the curves and creating a shimmering effect. The background is a light, off-white color, which makes the vibrant colors of the ceramic pieces stand out. The overall composition is dynamic and textured, characteristic of Fontana's experimental approach to ceramics.

THREE CERAMICS BY
LUCIO FONTANA

LOTS 21 - 23



21 AR

LUCIO FONTANA (1899-1968)

Combattimento tra galli
1957

signed and dated 57
painted and glazed ceramic

Diameter: 46.5 cm.
18 5/16 in.

£30,000 - 40,000
US\$44,000 - 58,000
€40,000 - 54,000

This work is registered in the *Fondazione Lucio Fontana*, Milan, under no. 3577/2, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Italy (acquired directly from the artist circa 1957)
Thence by descent to the present owner

In recent years the importance of Lucio Fontana's ceramic works as a vital element of his entire oeuvre has become increasingly widely recognised. Displaying many of the attributes for which he is best known, works such as *Combattimento tra galli* and the two *Nature Morte* all from 1957 which comprise the following three lots, hover somewhere on the borders between object, sculpture and painting. Indeed, it was his ceramics which led the way to the later pierced and slashed *Buchi* and *Tagli* which are seen as the pinnacle of the artist's long aesthetic and conceptual development. In such sculptural works, we see a master in full control of his media, his thorough understanding of his practice producing objects which move beyond the material and into the realms of the spiritual.

The Argentinian-born son of an Italian sculptor, Fontana is thought to have started to learn the techniques of sculpting with ceramic in his father's studio. Moving to Milan in 1928, he trained at the *Accademia di Brera* under Adolfo Wildt, with his sculptures from this period showing the influence of his tutor's typically Italian representational style. Fontana's interest in ceramic was to fully develop from 1935, when he moved to Albissola, a small town on the north-western coast of Italy celebrated for its pottery. As the present lots demonstrate, the soft and pliant clay allowed the artist the freedom to express his own inherent passion for creativity, facilitating the unique convergence of man and medium that we see here. It is Fontana's strong sense of the material at hand which we see most clearly in such works, these ceramics displaying what has been described as his "almost magical intensification of materiality" (Lóránd Hegyi in: Pia Gottschaller, *Lucio Fontana: The Artist's Materials*, Los Angeles 2012, p. 3). In *Combattimento tra galli* we find oblique references to reality in the form of the two combatant cockerels, their claws raised

and beaks open in silent contest. The intensity, the shocking violence of the moment is captured in brightly painted daubs and gouges, a flash of beautiful savagery, and extraordinary depth. Meanwhile, lots 22 and 23 move even further into the realms of abstraction, defying their traditional titles to render the world almost unrecognisable. The distinctive slashes and stabs which decorate these moon-like orbs are unmistakably Fontana: mysterious, ambiguous and undeniably exquisite.

The beauty of Lucio Fontana's ceramic pieces seems to have been appreciated early in his career, with well-received exhibitions of such works in Paris, Milan and Genoa in 1937 helping to confirm his growing reputation. Indeed it was that same year that he was to be described by F.T. Marinetti, one of the founders of *Futurism*, as an "abstract ceramicist" in the Futurist manifesto *Ceramica e Aeroceramica*. Fontana himself rejected such a label, preferring to see himself simply as a sculptor, but ultimately, in the presence of such great art, these terms seem largely redundant. The quality of Fontana's sculptural works became fully appreciated once again after the comprehensive retrospective held at the Centre Georges Pompidou in Paris in 1987, and in 2014 at the Musée d'Art Moderne de la Ville de Paris, and since then their significance has become firmly established. Boasting a number of Fontana's most characteristic techniques and embodying the dizzying gestural quality of his practice these ceramics - which appear for the first time on the open market - illustrate the talents of a genius, an alchemist capable of converting base materials into artistic gold.



Lucio Fontana working in Albissola, 1950-1955
Courtesy of Fondazione Lucio Fontana, Milan





22 AR

LUCIO FONTANA (1899-1968)

Natura morta

1957

signed
painted and glazed ceramic

Diameter: 32.5 cm.
12 3/4 in.

This work was executed in 1957.

£12,000 - 18,000
US\$17,000 - 26,000
€16,000 - 24,000

This work is registered in the *Fondazione Lucio Fontana*, Milan, under no. 3577/4, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Italy (acquired directly from the artist *circa* 1957)
Thence by descent to the present owner



23 AR

LUCIO FONTANA (1899-1968)

Natura morta

1957

signed twice and dated 57
painted and glazed ceramic

Diameter: 32.5 cm.
12 3/4 in.

£12,000 - 18,000

US\$17,000 - 26,000

€16,000 - 24,000

This work is registered in the *Fondazione Lucio Fontana*, Milan, under no. 3577/3, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Italy (acquired directly from the artist *circa* 1957)
Thence by descent to the present owner

24 ^{AR}

MARIO SCHIFANO (1934-1998)

Particolare di propaganda

1970/1975

signed and inscribed 62
enamel and charcoal on paper laid on canvas

40 by 37 cm.
15 3/4 by 14 9/16 in.

This work was executed in 1970/1975.

£15,000 - 20,000

US\$22,000 - 29,000

€20,000 - 27,000

This work is registered in the *Archivio Mario Schifano*, Rome, under no. 02984151212, and is accompanied by a photo-certificate of authenticity.

Provenance

Galleria Emilio Mazzoli, Modena

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

This work, according to the *Archivio Mario Schifano* in Rome, was executed in the first half of the 1970s and has been inscribed 1962 by the artist as a reference to when he started this series.



25^{AR}

MARIO SCHIFANO (1934-1998)

Compagni compagni

1968

enamel and spray paint on shaped canvas, in the original Perspex frame

131 by 101 cm.

51 9/16 by 39 3/4 in.

This work was executed in 1968.

£12,000 - 18,000

US\$17,000 - 26,000

€16,000 - 24,000

This work is registered in the *Archivio Mario Schifano*, Rome, under no. 02983151212, and is accompanied by a photo-certificate of authenticity.

Provenance

Studio Marconi, Milan (no. 30)

Galleria Gian Enzo Sperone, Turin

Private Collection, Turin

Acquired directly from the above by the previous owner

Thence by descent to the present owner

Exhibited

Florence, Galleria Il Ponte, *Roma-London-Paris*, 2004, n.p., no. 11, illustrated in colour

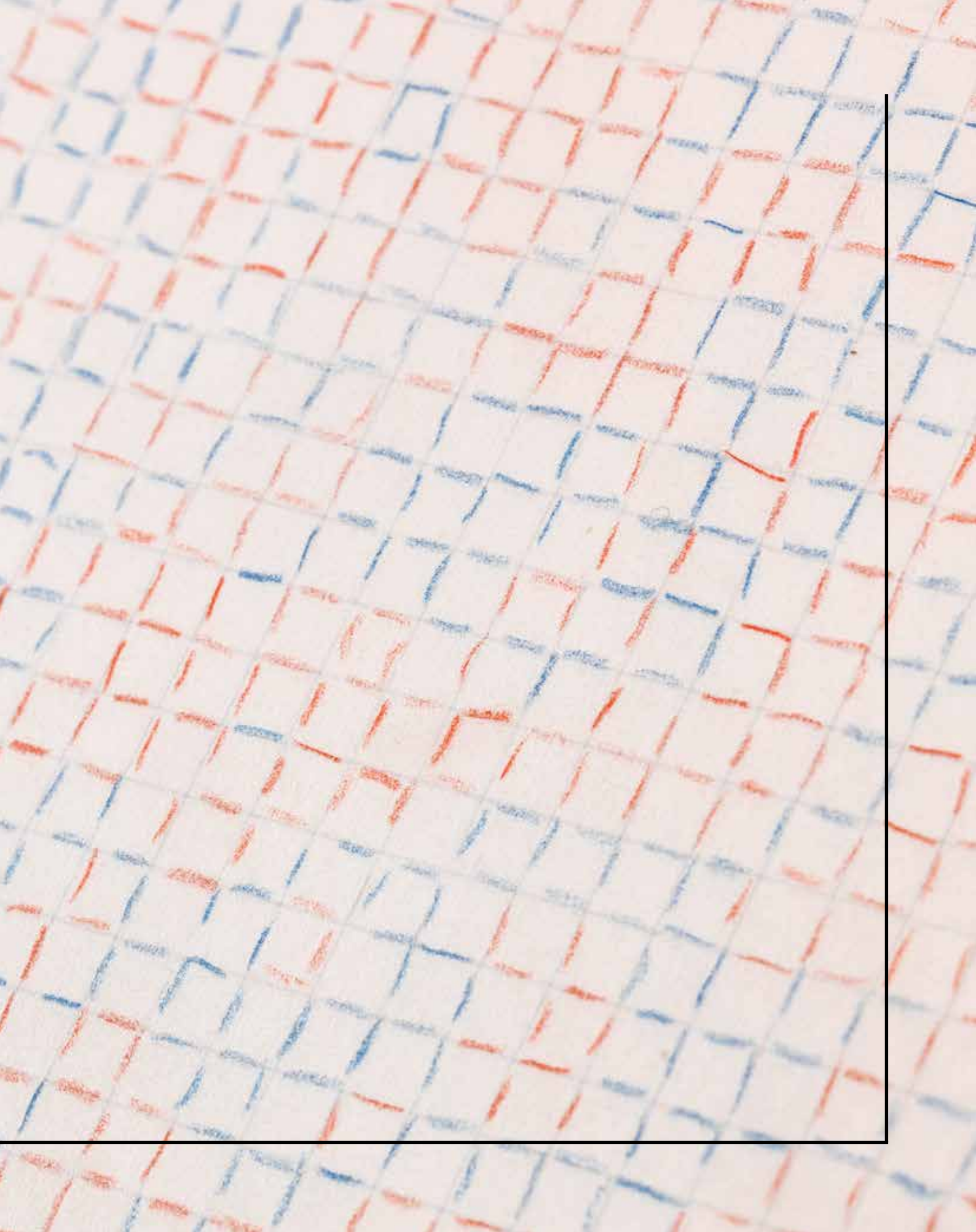


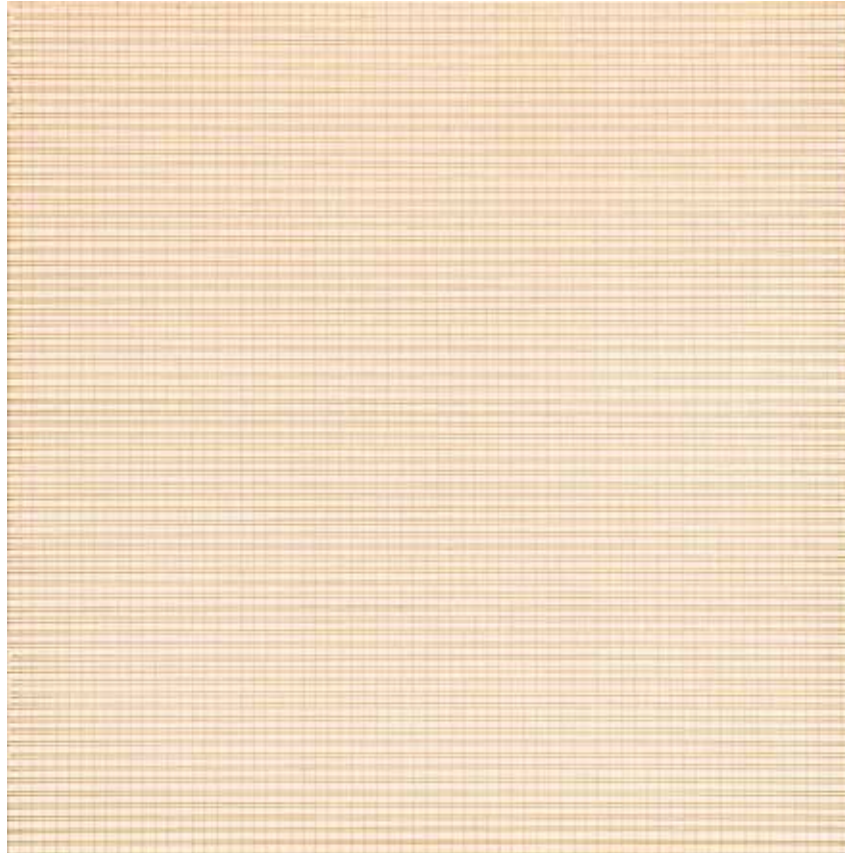


IL CIMENTO DELL'ARMONIA E DELL'INVENZIONE

ALIGHIERO BOETTI

LOTS 26 - 27





Now recognised as one of the most influential Italian conceptual artists of the second half of the Twentieth Century, Alighiero Boetti throughout his career returned to one of the most basic, and yet one of the most effective methods of making his marks, namely graphite or ink on paper.

In the series *Il Cimento dell'armonia e dell'invenzione* (which can be translated as 'Test of Harmony and Invention') from 1970, from which we have two works consisting of meticulously executed geometric drawings on two large sheets of squared paper, we witness the power of this apparent simplicity, a simplicity which in fact required many hours of careful thought, intense planning and hard work. For all its calm restraint and cool clarity, this is a work of art with a complicated philosophy, a conceptual masterwork which marked an important turning point in the way Boetti himself regarded art and his own practice.

The two present examples (lots 26 and 27) belong to a series of works with the same title, all created in the late 1960s and early 1970s during a period when the artist was experiencing a distinct change of direction in his work. Seemingly rejecting the dramatic materiality of his previous output, Boetti began to search for most basic approaches, and it was thanks to this new attitude that he came to paper and graphite. Regularly involving many days' work (another piece related to the *Cimenti* was simply entitled *42 ore*, or 42 hours, as a reminder

of the vast amount of time spent on its painstaking production) these two *Il Cimento dell'armonia e dell'invenzione* required the careful re-drawing of the countless printed grid lines on the paper, with each work following a slightly different system to create various new shapes and patterns in seemingly infinite variety. A rule was set for each one, the end result remaining totally unpredictable, and the final impact of such a convoluted exercise only visible as it reached completion. What is also extremely interesting is that on the reverse of lot 26 there is a blue ink drawing of a *Rocking snake*, which is a Boetti's leitmotif and also the subject of one of his 82 prints from the *Insicuro Noncurante* portfolio, 1966-1975.

The title of the work, which Boetti borrowed from the set of concertos written by Baroque composer Antonio Vivaldi between 1723 and 1725 which includes his famous *Four Seasons*, proposes the contrasts which are inherent in the drawing itself, this ongoing battle between harmony and invention, the clash of reason and chance which dominated Boetti's mind at this time.

Boetti is known to have been a playful artist, a man fascinated by all sorts of games, tests and puzzles. In setting himself such a test with the *Il Cimento dell'armonia e dell'invenzione*, Boetti knew that he was creating something wonderful, sometimes dark and mysterious, sometimes bright and beautiful: "Everything conceivable happened...I've inscribed both terrible and marvellous things into



them” (quoted in Lynn Cooke, ‘Boetti’s Game Plan’, in *Alighiero Boetti: Game Plan*, London 2012, p.14).

Although by 1969 Boetti had already been widely heralded as a key player in *Arte Povera*, a group of like-minded, forward-thinking Italian artists who attempted to subvert the commercialisation of art by creating it from the most worthless materials, works such as the two present examples marked the artist’s new disdain for the movement and its intentions. *Il Cimento dell’armonia e dell’invenzione*, was created not long after the artist declared his own dissatisfaction with *Arte Povera*’s focus on the object in late 1968, and represents a new, more conceptual attitude from Boetti. In his rejection of *Arte Povera* and the ideas of its figurehead Germano Celant, Boetti’s work began to take on certain elements which could be related more closely to *Minimalism*, a movement already established on the other side of the Atlantic. The almost mathematical appearance of *Il Cimento dell’armonia e dell’invenzione* can be compared to the work of Agnes Martin, who was also interested in creating large-scale hand-drawn grids both on canvas and on paper. In its strict adherence to a pre-planned system, correlations can also be found with the work of Sol LeWitt. Indeed, the larger sculptures that Boetti was creating around this time, grid-like glass and metal constructions which also relate to the present two artworks, bear obvious similarities to Lewitt’s *Cubic-Modular Wall Structure* of 1966, now in MoMA New York. In lot 26 and 27, however, we see something that Lewitt’s *Minimalism* generally

lacks: the free hand of the artist at work, the human input into the process with all of the tiny anomalies and irregularities that it inevitably produces.

If the method of creating Alighiero Boetti’s *Il Cimento dell’armonia e dell’invenzione*, 1970 is based on careful planning and preparation, then the fascinating end result is inevitably uncertain. It remains as absorbing to the viewer who stands before it today as it was to the artist who spent many laborious hours creating it. Much like Antonio Vivaldi’s cycle of music, the end result of this theoretical clash is a dazzling work of art which is well structured, brilliantly constructed from the basic element of lines on paper. Playful and yet profound, *Il Cimento dell’armonia e dell’invenzione* is a work of art which sparkles with seemingly inexhaustible verve and vivacity.

Above

Sol LeWitt, *Cubic-Modular Wall Structure*, Black, 1966
 New York, Museum of Modern Art (MoMA)
 © 2016 The Museum of Modern Art, New York / Scala, Florence
 © ARS, NY and DACS, London 2016

Left page

Agnes Martin, *Not the One*, 1966
 Los Angeles County Museum of Art (LACMA).
 © 2016. Museum Associates / LACMA / Art Resource NY / Scala, Florence
 © 2016. Agnes Martin / DACS

26 ^{AR}

ALIGHIERO BOETTI (1940-1994)

Il Cimento dell'Armonia e dell'Invenzione

1970

signed twice, dated 1970 and inscribed *Rocking - snake* on the reverse
red and blue crayon on paper

70 by 100 cm.

27 9/16 by 39 3/8 in.

£45,000 - 65,000

US\$66,000 - 95,000

€60,000 - 87,000

This work is registered in the *Archivio Alighiero Boetti*, Rome, under no. 7060
and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Italy (acquired directly from the artist in 1970)

Sale: Sotheby's, London, *Contemporary Art Evening Auction*, 10 February 2015, Lot 27
(in this sale sold as a group of 5 works)

Acquired directly from the above by the present owner



Rocking-snake motif on the reverse of the present work

27 ^{AR}

ALIGHIERO BOETTI (1940-1994)

Il Cimento dell'Armonia e dell'Invenzione

1970

signed, dated 1970 and inscribed *Rocking snake* on the reverse
red and blue crayon on paper

70 by 100 cm.

27 9/16 by 39 3/8 in.

£45,000 - 65,000

US\$66,000 - 95,000

€60,000 - 87,000

This work is registered in the Archivio Alighiero Boetti, Rome, under no. 7059
and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Italy (acquired directly from the artist in 1970)

Sale: Sotheby's, London, *Contemporary Art Evening Auction*, 10 February 2015, Lot 27

(in this sale sold as a group of 5 works)

Acquired directly from the above by the present owner

28 AR

GETULIO ALVIANI (B. 1939)

Studio per superficie a testura vibratile

1970/1978

signed, titled and dated 1970/1978 on the reverse
aluminium on board

48 by 48 cm.

18 7/8 by 18 7/8 in.

£15,000 - 20,000

US\$22,000 - 29,000

€20,000 - 27,000

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

Provenance

Galleria Plurima, Udine

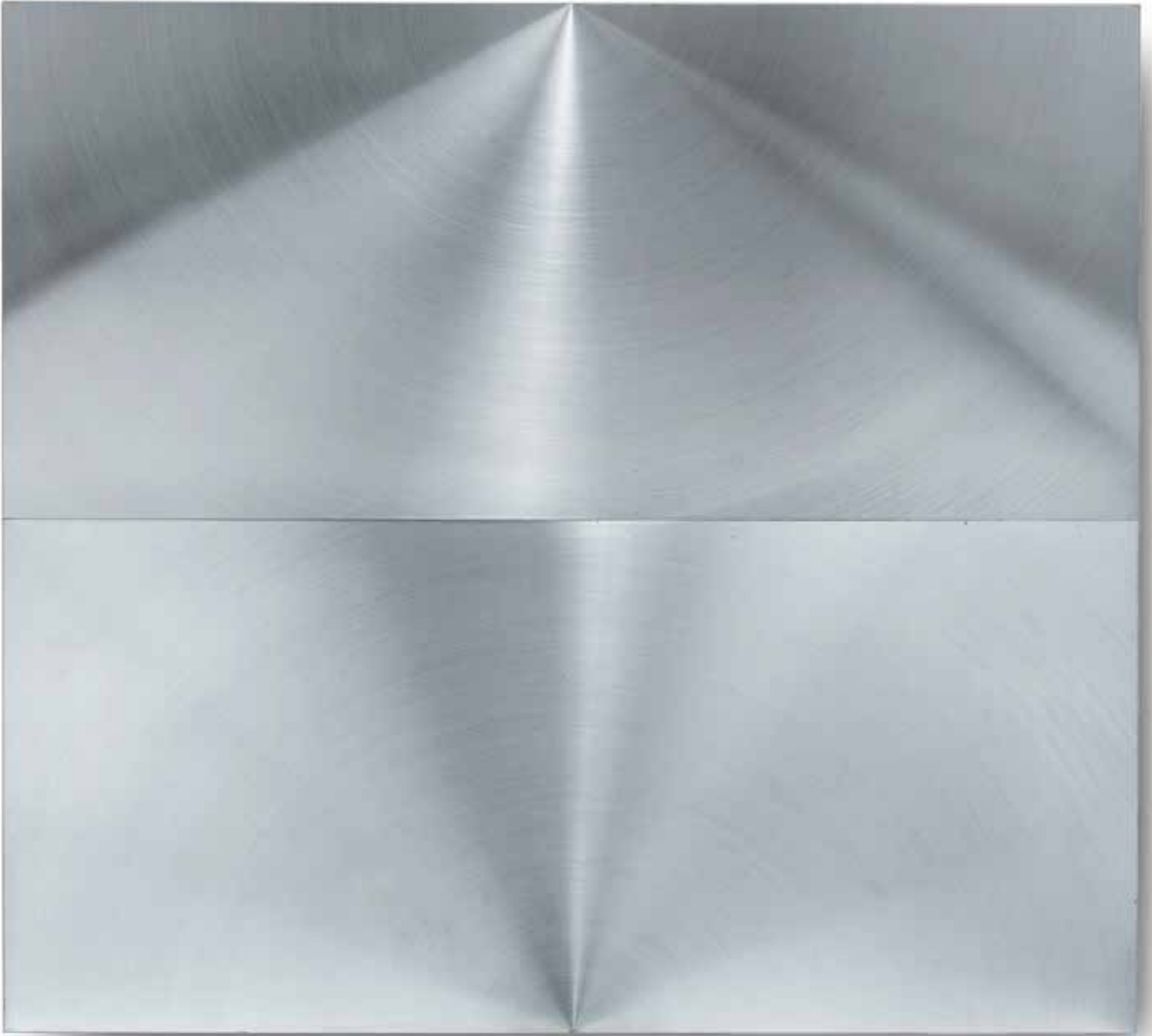
Acquired directly from the above by the present owner *circa* 1985

Getulio Alviani is now rightly considered to be one of the most important practitioners of optic and kinetic art. Born in the province of Udine, Northern Italy, in 1939 and following a stint studying art in Venice, Alviani was employed in various positions as art director, graphic artist and designer, and in 1960, after viewing aluminium sheets at his workplace, he became fascinated with the reflective and refractive qualities inherent in polished metal. From these early experiments his most celebrated series *Superfici a testura vibratile* (vibrating texture surfaces), of which the present work is part, was born, drawing on the shifting interplay of light, movement and reflection on defined geometric surfaces. The resulting artworks both engaged and disorientated the viewer calling into question notions about perception and relativity.

The present work composed of two panels bisected from a square aluminium sheet and mounted back to back so that the brushed concentric circles on the surface appear to mirror each other in reverse. The shifting geometric patterns of light radiating outwards from the original circle's centre forming infinity points that suggest the illusion of depth yet enhance the surface of the material.

Alviani's work had clear parallels with his contemporaries who were blazing a trail through their optical art forms, and he collaborated with the dynamic *Groupe de Recherche d'Art Visuelle* who were active in Paris from 1960, and whose members included Julio Le Parc, François Morellet and Victor Vasarely. His relationship with pioneering artists continued when he met and formed friendships with Piero Manzoni and Lucio Fontana in 1962, and the latter is known to have acquired his work for his personal collection. His reputation was further enhanced when he exhibited at the 1964 Venice Biennale, sharing a room with Enrico Castellani. Alviani's career flourished with inclusion in the ground breaking *The Responsive Eye* exhibition at MoMA in New York in 1965 and *Documenta 4* in Kassel in 1968.

Five years later he was invited by Jesús Rafael Soto to direct the newly opened Museum of Modern Art Fondacio Soto in Ciudad Bolívar, Venezuela firmly establishing him as a leading international figure. Getulio Alviani works are housed in major international institutions including MoMa, New York, Kunstmuseum Basel, and Albright-Knox Art Gallery, Buffalo where they continue to compel and fascinate viewers today with their mercurial and sensual luminosity.



29 AR W

TURI SIMETI (B. 1929)

Tre ovali blu

1980

signed and dated 80 on the stretcher
acrylic on shaped canvas

170 by 90 cm.

66 15/16 by 35 7/16 in.

£40,000 - 60,000

US\$58,000 - 87,000

€54,000 - 80,000

This work is registered in the *Archivio Turi Simeti*, Milan, under no. 1980-BL1701, and is accompanied by a photo-certificate of authenticity signed by the artist.

Provenance

Acquired directly from the artist by the present owner

Exhibited

Macerata, Pinacoteca e Musei Comunali Amici dell'Arte, *Turi Simeti: lo spazio della mente*, 1980, p. 24, no. 17, illustrated in black and white (incorrectly dated)

Literature

Christian Maretti Ed., *Turi Simeti: Catalogo Generale*, Verona 2007, p. 91, illustrated in colour

An ocean of deep blue, Turi Simeti's *Tre ovali blu* of 1980 almost defies description. Sculptural, architectural, perhaps even topographical, this is a painting which pushes the boundaries of its media. Not quite typically abstract, but omitting any hint of the representational, it does not aim to capture the image of a place or object, but rather becomes the place or object itself. Bringing together colour and form in an immense yet subtle composition, *Tre ovali blu* is a remarkable canvas, a painting which exists beyond the limits of the artistic tradition.

Simeti's innovative use of the oval, the stunning effects of which are witnessed here in the present work, has become his distinctive artistic signature. The artist's paintings display his interest in the use of *estroffessione*, an Italian word with no direct equivalent in English which is often also applied to the work of Enrico Castellani and Agostino Bonalumi to describe their fascinating manipulations of monochrome painted canvases. *Tre ovali blu* itself offers one of the clearest definition of this *estroffessione*, with the three ovoid forms pushing forward, drawing the surface tight, creating crisp lines and graceful curves in the process. Although their impact is arresting, the workings of the painting are actually rather subtle; when the work is viewed from behind, three oval wooden blocks can just be seen, secreted between stretcher and canvas to create the three-dimensional facade *recto*. Although clearly minimalist in its intentions, this is a work of art with a singular aura and capable of inducing contemplation. Cool and classical in its

form, and yet daring and unapologetic in its ebullient use of colour, Turi Simeti's *Tre ovali blu* exemplifies a fearless future art, predicting a world in which beauty is pared back to its perfect, pure essence.

Born in Sicily in 1929, Turi Simeti moved to Rome in the 1950s, a decade when the city was becoming one of Europe's, if not the world's, most dynamic artistic centres. After some time working in the studio of Agostino Bonalumi, Simeti began his independent artistic career in 1962. His painting developed in a direction not dissimilar to that of his Italian peers, most notably Lucio Fontana, Piero Manzoni, Enrico Castellani and Agostino Bonalumi, all of these men casting aside the techniques of the past in their defiant challenges to the *status quo*. In 1965, Simeti's work was featured in an exhibition dedicated to the Zero group held in Fontana's studio, thus confirming his role in the evolution of this massively influential movement. In the 1980s and 1990s he spent time in Brazil, living and working there for a large periods of time, before settling back in Italy, where he still creates to this day. In recent years his paintings have featured in exhibitions around the world and his work is held in numerous public collections, including the Stadtische Museum Gelsenkirchen, Germany, MAM Museum of Modern Art, Rio de Janeiro and the Galleria Nazionale d'Arte Moderna e Contemporanea, Rome.





30 AR

ASGER JORN (1914-1973)

Voyageur à l'âne

1957

signed; signed, titled and dated 57 on the reverse,
and signed and dated 57 on the stretcher
oil on canvas

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

£12,000 - 18,000

US\$17,000 - 26,000

€16,000 - 24,000

Provenance

Arthur Tooth & Sons Ltd, London

E.J. Power Collection, London

Gift from the above to the present owner in 1968

Literature

Guy Atkins with Troels Andersen, *Asger Jorn: The Crucial Years 1954-1964*, London 1977, p. 160, fig. 141, illustrated in black and white and p. 324, no. 1017, illustrated in black and white

Voyageur à l'âne (Traveller on a donkey) from 1957 was gifted to the present owner in 1968 by the remarkable collector E.J. 'Ted' Power. Power's collection included signature examples from artists as wide ranging as Jean Dubuffet, Mark Rothko, Richard Hamilton and a major piece from arguably Jackson Pollock's best period, 1946-1947. Many works ended up in the Tate collection to whom Power had been a committed benefactor and trustee throughout his time as a buyer of art. Power bought in great depth, amassing large holdings of works by artists he particularly admired, not least amongst these the Danish artist Asger Jorn.

Jorn was a founder member of the internationally renowned *CoBrA* group, collaborating during his career with Wassily Kandinsky, Fernand Léger and Guy Debord with whom he founded *Situationist International* in 1957, the year in which the present lot was executed.

By 1957 Jorn had become a major figure in European Post-War Art and as such *Voyageur à l'âne* can be seen as coming from the heart of the artist's most important and influential period.

The painting itself features the artist's signature tones of ochre and yellow and yet is punctuated by vibrant flashes of violet, midnight blue and crimson, as fresh as the day they were painted. This freshness of execution is matched by the work's freshness to market, having remained in the same collection for almost fifty years.



31 * AR W

CÉSAR (1921-1998)

Le Centaure (Hommage à Picasso)

1983

signed, numbered *EA 1/2* and stamped *fondeur bocquel* on the base
bronze

72.5 by 62 by 31.4 cm.
28 9/16 by 24 7/16 by 12 3/8 in.

Conceived in 1983 and cast in 1984; this work is number 1 of 2 artist's proofs aside from the edition of 8.

£50,000 - 70,000

US\$73,000 - 100,000

€67,000 - 94,000

This work is registered in the *Archives Denyse Durand-Ruel*, Paris, under no. 3243, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Switzerland (gift from the artist)

Acquired from the above by the present owner

Literature

Pierre Restany, *César*, Paris 1988, p. 297, another example illustrated in colour

Daniel Abadie et. al., *César: Oeuvres de 1947 à 1993*, Marseille 1993, p. 141, another example illustrated in colour and p. 182, another example illustrated in black and white

This work is sold together with a signed and dedicated lithograph of the same subject measuring 55 by 76 cm.



Half man, half horse, the centaur is a quixotic being of ancient origins which has come to signify the contrasts innate in humanity. Often depicted as unpredictable and untamed (perhaps untameable), it combines the wildness of the beast with the intelligence of the human in one boisterous, sometimes bellicose beast. In César's *Le Centaure (Hommage à Picasso)* of 1983 we find not only these various attributes rendered in bronze, but also a self-portrait of the artist himself. In this representation of himself as a mythical *chimera*, César not only captures his own complex personality, but also pays his respects to Picasso, another artist fascinated by the concept of the centaur. The result is an outstanding sculpture, surely one of the artist's most iconic and desirable pieces, a work of art both aesthetically captivating and layered with reference and meaning.

César's centaur is clearly influenced by classical representations such as the British Museum's Parthenon metopes or the famous second century marble from Hadrian's Villa at Tivoli now held in the Musei Capitolini in Rome, a wonderful piece of ancient carving commonly known as the *Elder Furtietti Centaur*. But this is also an unmistakably modern incarnation of the legendary beast: rather than the expected flesh and bone of a living creature, its body is formed from a gathered mass of apparently random items more suited to industrial machinery than a living being. Cogs, pistons and tools take the place of sinews, muscles and tendons in a distinctly Post-Modern sculptural collage. This re-appropriation of unexpected, found ephemera not only harks back to the early days of the artist's career, when he literally created work from scrap metal, but is also surely a nod to the Ready-Mades of Pablo Picasso, who is also referenced in the work's title. Like César, Picasso was drawn to the image of the centaur, no doubt inspired by its primeval sensuality and carnality. The sole meeting between the two artists, which took place in 1956, was apparently a great success, each voicing their admiration of the other's work.

Whilst César's work was so singular, so indistinguishable throughout his career, *Le Centaure (Hommage à Picasso)* of 1983 certainly demonstrates César's reverence for the Spanish master. It also exhibits the energy and irreverence often found in Picasso, and indeed César's finest works. A familiar image to Parisians, a monumental version of

Le Centaure has dominated the Crois-Rouge crossroads in the French capital since its installation in 1985. The personal significance of this sculpture for the artist is revealed by the fact that it was also installed atop his grave in Paris' Montparnasse cemetery following his death in 1998. In *Le Centaure (Hommage à Picasso)* of 1983 we see the artist as he himself wanted to be seen: spirited and vigorous, leaping into action and ready for battle. A modern interpretation of an ancient image, it encapsulates the many contradictory aspects of César, human and animal, man and artist.



Above

Elderly Centaur from Hadrian's Villa, Rome, Musei Capitolini
© 2016. Photo Scala, Florence

Right page

Detail of the present work



32 AR W

VICTOR VASARELY (1906-1997)

TALLER-VV

1968/1973

signed; signed twice, titled, and dated 1968-73 on the reverse
acrylic on canvas

144.5 by 144.5 cm.

56 7/8 by 56 7/8 in.

£50,000 - 70,000

US\$73,000 - 100,000

€67,000 - 94,000

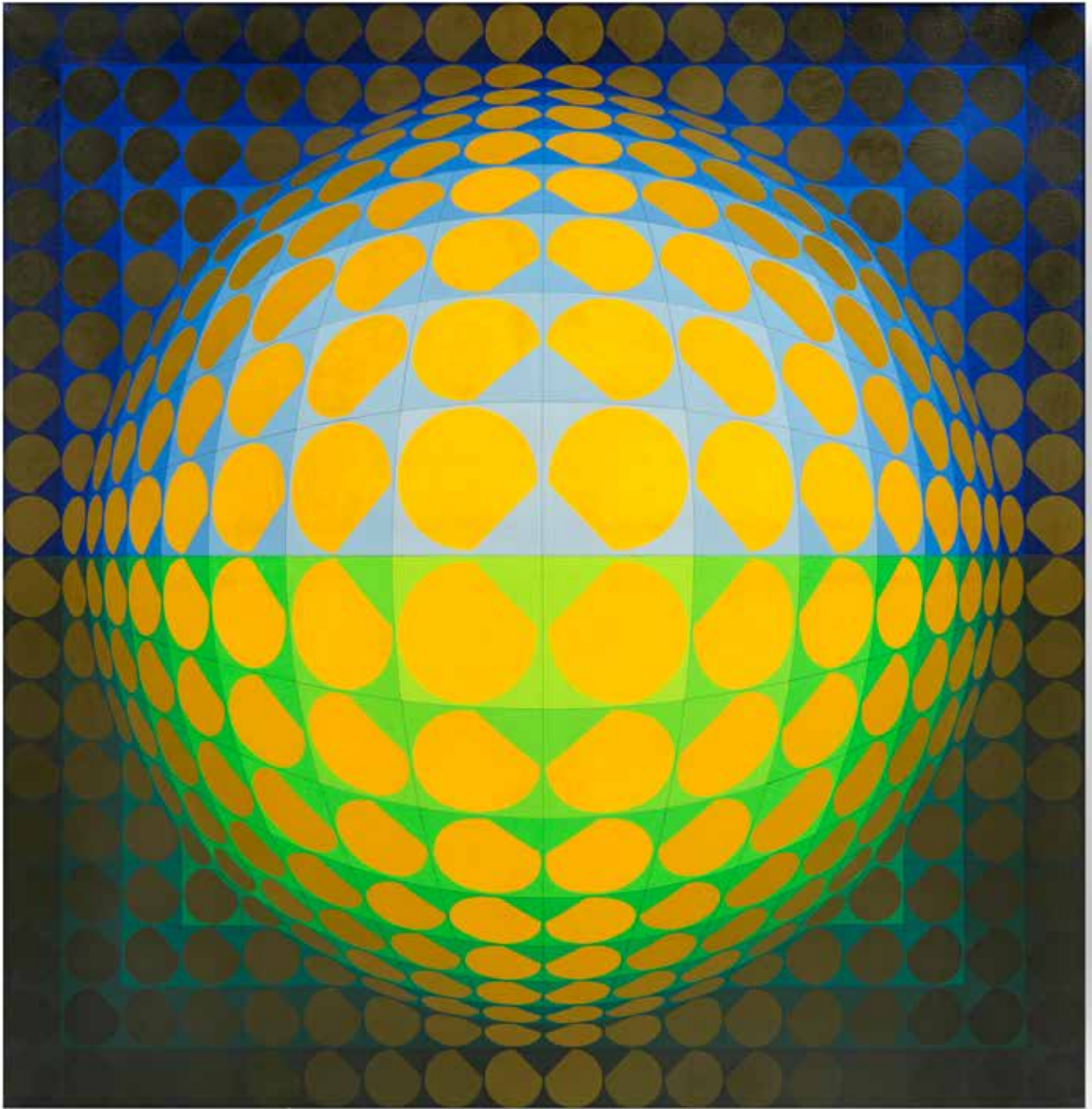
The authenticity of this work has been confirmed by Monsieur Pierre Vasarely. This work will be included in the forthcoming *Catalogue Raisonné* being prepared by the *Fondation Vasarely*, Aix-en-Provence.

Provenance

Galleria Spagnoli, Florence

Galleria Farsetti, Florence

Acquired directly from the above by the present owner *circa* 1975





UNTITLED (RED FAN) BY
KAZUO SHIRAGA

LOT 33



33

KAZUO SHIRAGA (1924-2008)

Untitled (Red Fan)

1965

lacquer on paper and wood

151 by 304.5 by 50.5 cm.

59 7/16 by 119 7/8 by 19 7/8 in.

This work was executed in 1965.

£1,500,000 - 2,000,000

US\$2,200,000 - 2,900,000

€2,000,000 - 2,700,000

Provenance

International Gallery Orez, The Hague

Acquired directly from the above by the previous owner in 1966

Thence by descent to the present owner

Exhibited

Osaka, Gutai Pinacotheca, *15th Gutai Art Exhibition*, 1965

Tokyo, Keio Department Store, *16th Gutai Art Exhibition*, 1965

The Hague, International Gallery Orez, *Facets of New Tendencies*, 1966

Rotterdam, Experiment Studio Rotterdam, *Gutai Groep Osaka Japan*, 1967,

n.p., installation view illustrated in black and white

Klagenfurt, Galerie Heide Hildebrand, *Gutai*, 1967

Lugano, Museo Cantonale d'Arte, *Gutai: dipingere con il tempo e lo spazio*, 2010-2011,

p. 210, fig. 42, illustrated in black and white

New York, Hauser & Wirth, *A Visual Essay on Gutai at 32 East 69th Street*, 2012,

n.p., no. 4, illustrated in colour

London, Bonhams, *ZERO | GUTAI | KUSAMA*, 2015, pp. 6, 7, 42, 43 details illustrated in

colour and pp. 45, 107 illustrated in colour

Literature

Jiro Yoshihara, *Gutai 14 Journal*, Osaka 1965, no. 28, illustrated in black and white

J.V., 'Kunsthandwerkers tonen produkten in Galerij Orez' in *Het Binnenhof*, 20

September 1966, detail illustrated in black and white

Document Gutai, 1954-1972, Ashiya 1993, p. 57, installation view illustrated in black and

white; p. 193, installation view illustrated in black and white and p. 201, installation view

illustrated in black and white

Ming Tiampo, *Gutai: Decentering Modernism*, Chicago 2011, p. 136, no. 5.10,

installation view illustrated in black and white

Hirai Shoichi, *GUTAI: The Spirit of an Era*, Tokyo 2012, p. 136, installation view illustrated

in black and white

Kazuo Shiraga, New York 2015, p. 264, installation view illustrated in black and white and

p. 289, installation view illustrated in black and white

Body and Matter: Kazuo Shiraga | Satoru Hoshino, New York 2015, p. 119, installation

view illustrated in black and white

Gabriel Ritter Ed., *Between Action and the Unknown: The Art of Kazuo Shiraga and*

Sadamasa Motonaga, Dallas 2015, p. 79, fig. 32, illustrated in colour





Untitled (Red Fan) from 1965 is one of only a handful of sculptural works created by the *Gutai* group founding member Kazuo Shiraga (1924-2008) and the very first ever to appear at auction. The first sculpture executed by the artist was the monumental *Red Timber* (1957) which is in the permanent collection of the Museum of Contemporary Art in Tokyo. *Untitled (Red Fan)* was created eight years later and is rendered in the same intense hue, 'Crimson Lake', the artist's favourite colour at that time. The present work is made from red laquered tissue paper and folded in the manner of a traditional Japanese fan. With this object the artist integrated a traditional Japanese symbol into the cultural avant garde of the period and in 1965, *Untitled (Red Fan)* was exhibited at the *15th Gutai Art Exhibition* (in Osaka) and in the *16th Gutai Art Exhibition* (in Tokyo). In 1965, Shiraga executed three other fans, most notably *Shiroi Ougi* (White Fan) which now resides in the collection of the Bridgestone Museum of Art in Tokyo. The green fan and a further red fan are included in important private collections. The symbol of the fan was key to the artist and as such Shiraga continued the *Fan* series into the 1960s and '70s though in much smaller formats.

Shiraga always was a very physical artist. He became known primarily for painting with his feet on a canvas spread out on the floor, while the artist was suspended by a rope attached to a high ceiling. In the mid 1960s he began to use boards to make his foot paintings, which led to the emergence of arc-like or fan shapes and circles on the canvas. He always considered his physical actions to be linked to spiritual experiences. In the early 1960s Shiraga became interested in esoteric Buddhism. Whilst out hunting wild boar he encountered many carved stone tablets. Buddhist teaching involves the transmission of secret texts through direct experience, often involving physically demanding austerities. Ten years later he would involve those principles in his artistic practise. The symbol of the circle then became a central feature

in Shiraga's paintings; the Buddhist wheel or circle refers to the Wheel of Law or to the cycle of rebirth. *Untitled (Red Fan)* represents an early example of this religious interest. A fan is fundamentally symbolic in Japan, with the shorter end representing birth and the blades standing for the many possible paths leading away from this start in life. Fans are used in religious ceremonies; holding a fan is meant to be restorative to the soul. The integration of a traditional Japanese object with Buddhist connotations in a three dimensional art work is unique in Shiraga's oeuvre.

In 1966 this sculpture travelled to Europe where it was shown in an exhibition at the Orez International Gallery in The Hague, Holland, in September 1966. The exhibition was a group show titled *Facets of new tendencies* which included work by several members of the *Gutai* group as well as other avant-garde artists such as Yayoi Kusama. In May 1967, Orez International curated a *Gutai* exhibition and accompanying catalogue at Studio Experiment in Rotterdam; this catalogue contains images of works by the participating *Gutai* artists including Shiraga's present work. One month later, Orez International Gallery curated a *Gutai* exhibition at Heide Hildebrand Gallery in the Austrian city of Klagenfurt. A surviving photograph of that exhibition shows this sculpture in combination with other pieces from the Rotterdam catalogue. After 1967, this sculpture remained in a distinguished, private European collection for forty-three years until in 2010 when it was exhibited in the *Gutai* exhibition at the Museo Cantonale d'Arte in Lugano, Switzerland. There, it proudly shared a room with Shiraga's other sculptural masterpiece, *Red Timber* (1957). In September 2012, *Untitled (Red Fan)* was included in an exhibition at Hauser & Wirth Gallery in New York, in the very same building that once housed Martha Jackson Gallery where the first American *Gutai* exhibition took place in 1958.

Above

Barnett Newman, *Vir Heroicus Sublimis*, 1950-51

© 2016 The Museum of Modern Art, New York / Scala, Florence

© 2016 The Barnett Newman Foundation, New York / DACS, London



Above

*An installation photo of the 15th Gutai Art Exhibition (Kazuo Shiraga with his Fan artwork), 1965
Courtesy of Osaka City Museum of Modern Art*





The *Gutai* group was founded in 1954 by the charismatic Jirō Yoshihara. The name means 'concrete' and stood for the desire to produce art that would relate to the Post-War Japanese world in a concrete fashion. At this point it is important to remember that during the Second World War Japanese artists were forced by their government to put their artistic talents in the service of the national war machine. Those who did not, were considered decadent and risked imprisonment. The first generation of *Gutai* artists, including Saburo Murakami, Shozo Shimamoto and Kazuo Shiraga, experimented with performance art well before this became common practice in the West. Between 1955 and 1958 Yoshihara organised four exhibitions in space (open air), and two in time (on stage). Murakami literally broke boundaries by jumping through large paper canvases. Shimamoto invited the spectator to walk on a work of his, consisting of firm and wobbly planks. Shiraga started painting with his feet: the human body as a brush. Tropes as diverse as the elements, weather, smoke, spontaneous actions of spectators - all were welcome in this new approach to the visual arts.

1965, the year of the execution of this sculpture, was a turning point in the history of *Gutai* not least because it represented the first year in which the movement collaborated formally with what might be seen to be its European sister groups *ZERO* and *Nul*. These movements came into being independently but shared many of the same principles and approaches to medium and process. In that year, the Amsterdam Stedelijk Museum organised the *Nul* 1965 exhibition which included the German *ZERO* group. The Japanese *Gutai* group was invited as to participate as well. *ZERO* had come into being during evening exhibitions in the Düsseldorf studio of Heinz Mack and Otto Piene, in 1958. During the first phase *ZERO* concentrated on a severe formal and expressive reduction of artistic means, in monochrome paintings that were a reaction to the fashionable *Abstract Expressionism* of the 1950's. Around 1965, *ZERO* had embraced the elements as its material: earth, fire, water, air – not unlike *Gutai*.

Untitled (Red Fan) is undoubtedly one of Shiraga's most important works in a long and celebrated career. The fact that it has been exhibited so widely and remained in the same collection for over 50 years makes its presence at auction remarkable. That no sculpture by Shiraga, let alone such a monumental, signature piece, has ever appeared on the open market makes this a once in a lifetime opportunity.





34 *

CHIYU UEMAE (B. 1920)

Red Dots

1971/1982

signed in Japanese and dated 1971.6 and 82.7 on the reverse
oil on board

33.2 by 24.4 cm.

13 1/16 by 9 5/8 in.

£12,000 - 18,000

US\$17,000 - 26,000

€16,000 - 24,000

Provenance

Seisho Gallery, Tokyo

Acquired directly from the above by the present owner

Chiyu Uemae was one of the earliest adherents of the *Gutai* group, joining in 1954 alongside founder members Kazuo Shiraga and Jirō Yoshihara, under whom Uemae studied. Born in Kyoto in 1920 Uemae and enrolled at the Southern School of Chinese painting focusing on *Nanga* before transitioning his style towards Western art. In 1947 he won first prize at the annual exhibition of *Niki-kai* staged by the members of the *Nika-kai* movement before being awarded his first solo show in Manazuru in 1951.

Uemae showed his work at the first *Gutai* exhibition and every subsequent exhibition thereafter, remaining with the group until its dissolution in 1972. His style was characterised by repetitive gestures and a focus on seemingly unremarkable materials such as sawdust, matches and general detritus from the studio, lending such humble components majesty and beauty. His canvases were often stitched together and were redolent of his experience working as an apprentice at a dyed fabrics store during this youth. His interest in unusual materials and genres developed to the point that later in his career he devoted himself to embroidered abstract works and textile pieces, a practice that has become celebrated throughout the world. In 1999, the Osaka Contemporary Art Center held a solo exhibition of his work, while the

Fukuoka Art Museum held *Chiyu Uemae and the Gutai Art Association* in 2005. Uemae is one of the only remaining living artists from the *Gutai* group. His works are currently in the collections of the National Museum of Art, Osaka, the Les Abattoirs museum of modern and contemporary art in Toulouse, France, and the Centre Georges Pompidou in Paris.

The present works, lots 34 and 35, represent two exquisite examples from the artist's mid-career and as such both demonstrate the confidence of an artist in full flow and at the height of his powers. Repetitive gestures in deep red and midnight black, they marry the preoccupations of the artist at the dawn of his career in the *Gutai* movement with the intensely personal developments made in his own practice during the intervening years.



35 *

CHIYU UEMAE (B. 1920)

Untitled

1994

signed in Japanese and dated 1994.5 on the reverse
oil on canvas

100 by 80 cm.

39 3/8 by 31 1/2 in.

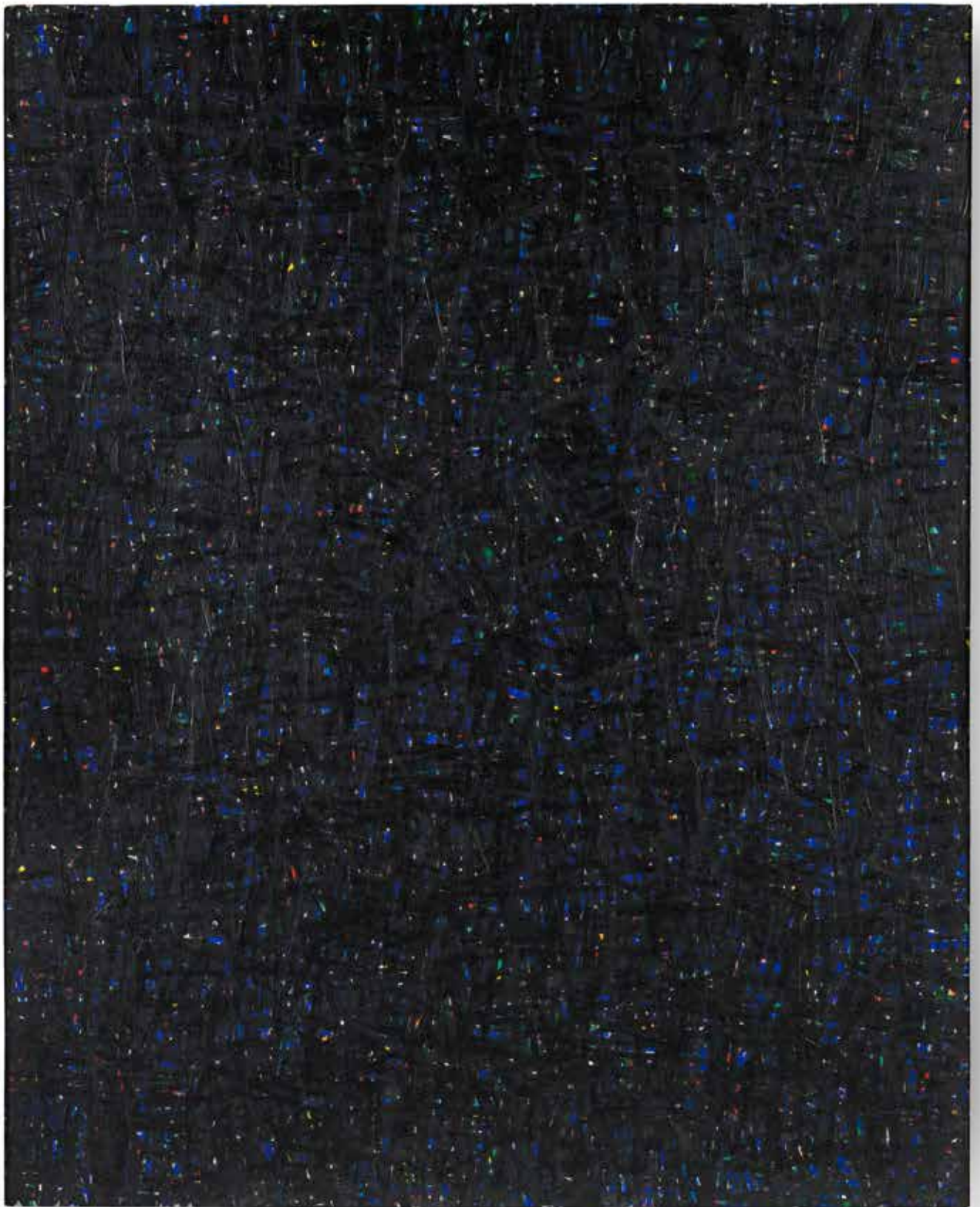
£28,000 - 35,000

US\$41,000 - 51,000

€38,000 - 47,000

Provenance

Acquired directly from the artist by the present owner



36 *

TSUYOSHI MAEKAWA (B. 1936)

Untitled

1994

signed and dated 94 on the reverse, and signed in Japanese on the stretcher
oil and burlap on canvas

100 by 80 cm.

39 3/8 by 31 1/2 in.

£14,000 - 18,000

US\$20,000 - 26,000

€19,000 - 24,000

Provenance

Acquired directly from the artist by the present owner



37 ^W

SHOZO SHIMAMOTO (1928-2013)

Magi 903

2008

signed and dated 2008 on the reverse
acrylic and glass on canvas

150 by 200 cm.
59 1/16 by 78 3/4 in.

£60,000 - 80,000
US\$87,000 - 120,000
€80,000 - 110,000

This work is registered in the archive of the *Shozo Shimamoto Association*, Nishinomiya-Reggio Emilia-Naples, under no. 684, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Italy

Acquired directly from the above by the present owner in 2009

Exhibited

Bologna, MAGI '900, *I Colori della Pace: Shozo Shimamoto e Yasuo Sumi*, 2008, p. 25, illustrated in colour (incorrect dimensions)

This large and astonishing painting, created by *Gutai* co-founder Shozo Shimamoto, represents the pinnacle of the artist's idiosyncratic technique, which he used to execute artworks from his *Bottle Crash* series. Apart from the dynamic and lyrical areas of pure colour splintering across the picture surface, the first thing one notices when looking at *Magi 903* from 2008 are the scattered shards of glass, punctuating the pictorial plane and catching the light like stars. These not only add a sculptural quality to the work, but also act as a trace of the artwork's execution and its performative genesis. Indeed, performance was a vital process not only for Shimamoto, but also for the *Gutai* collective as a whole, whose avant-garde experimentations in the late 1950s are said to be one of the first instances of performance as practice in the grand narrative of art history.

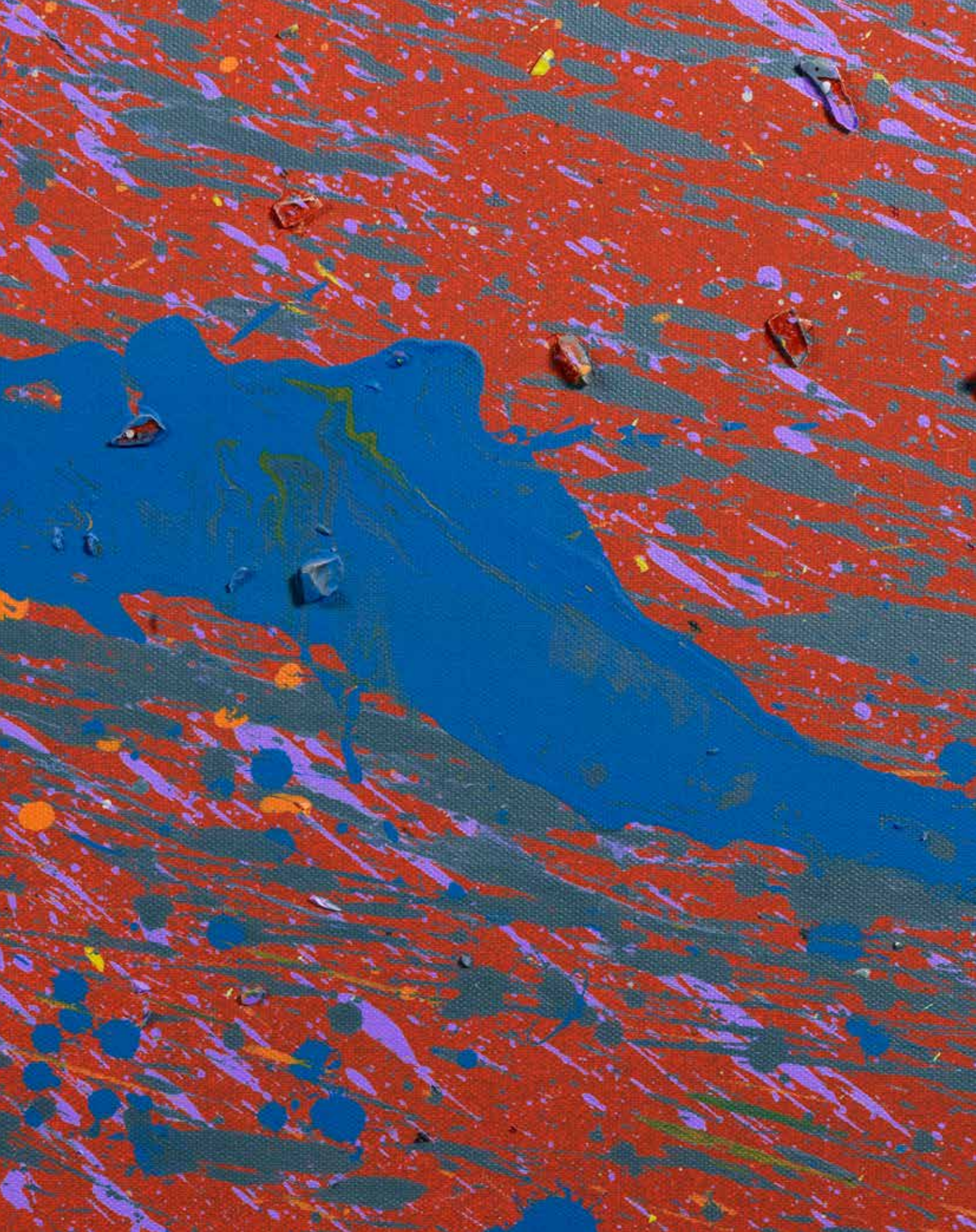
The present work's title, *Magi 903*, refers to the context in which it was created: Shimamoto was invited to create a performance by the Museo Magi '900 in Bologna, and on the 11 November 2008 he did just that. Setting up a polythene lined arena in the centre of the museum, the artist methodically placed un-stretched canvases across the floor with glass bottles of acrylic paint strategically positioned throughout. The large audience in attendance then witnessed the eighty year old artist proceed to lift bottles above his head and smash them onto the canvas covered floor. Bottles were smashed in time with excerpts from Mozart's *Magic Flute*, creating the atmosphere of some sort of colourful and surreal *Gesamtkunstwerk*. After an intense and physical fifteen minutes, the artist's performance was complete and after the canvases had dried, they were stretched, hung, and exhibited. The entire performance was filmed, and provides a fascinating insight into the artist's working practice.

The result is that *Magi 903*, 2008 is an artwork composed of pure energy, and despite its inherent static nature, one cannot help but see movement, dynamism, and spirit. In other works from the *Bottle Crash* series, often the canvas or fabric used is unprimed, and this results in the pigment being drawn deep into the fibres to create a softer aesthetic, as colours bleed into one another. In the present work, however, Shimamoto primed the canvas in a deep maroon, and this formed a watertight barrier. Accordingly the paint does not penetrate the canvas; rather it marbles and swirls on the surface, the colour intermingling in random abandon, resulting in a deeply rich and wonderfully finished surface. This gives his work a level of pictorial complexity that would be unattainable through conscious design, and indeed, Shimamoto's practice was deeply rooted in use of chance in the dictation of composition and form.

The scale of Shozo Shimamoto's immense influence on the global sphere of contemporary art is only now becoming apparent, since *Gutai* has finally been acknowledged by the West - as evidenced by the Guggenheim's seminal show dedicated to the group in 2013. Shimamoto is now included in some of the world's leading museums such as the Tate Gallery in London, the Centre Pompidou in Paris, and the Galleria Nazionale d'Arte Moderna in Rome, cementing his position as one of the most important Japanese artists of the Twentieth Century.







38 AR

KEITH COVENTRY (B. 1958)

Parkside Estate

1998

signed, titled and dated 98 on the reverse of the frame
oil on canvas, in the original artist's frame

Overall: 97 by 81.5 cm.
38 3/16 by 32 1/16 in.

£15,000 - 20,000

US\$22,000 - 29,000

€20,000 - 27,000

Provenance

Haunch of Venison, Zurich

Acquired directly from the above by the present owner in 2008

Exhibited

Zurich, Haunch of Venison, *Keith Coventry: Anaesthesia as Aesthetic*, 2008

Keith Coventry's most celebrated series *The Estate Paintings* are as evocative of the experience of Britain as anything produced by the Young British Artists in the 1990s.

Much like *East Street Estate* from 1994 and *Heygate Estate* from 1995 which are in the permanent collection of Tate Modern in London, the present work uses the art historical tropes of Kazimir Malevich to memorialise council estates and everything that they represent. The subtlety of this juxtaposition is elegantly balanced by the rich traditions referenced in the work, rendering this painting almost an abstract, Twentieth Century Hogarth as opposed to the stark, formal piece one expects on first encounter. The structure of the *Estate Paintings* evokes Russian *Suprematism* and also calls to mind the optimism of high Modernism that was at the core of the council housing movement created in the 1960s.

The frame with its Victorian plaque is integral to the composition creating the impression of an object recontextualised and mounted in a museum, almost as a cultural curio. The blocks of colour refer to the utilitarian noticeboards at the gates of these estates showing the layout of the buildings and highlighting the gulf between the utopian ideals and the more prosaic realities of the modern experience of life in a council estate.

Humour and playfulness are always at the heart of Coventry's work but in this series that is tempered by a humanitarian quality and a curiosity in the humbler aspects of contemporary culture that brings huge gravitas to the present work.



BAROQUE ESTAZ



39 ^{AR}

KEITH COVENTRY (B. 1958)

Ontological Picture

2008

signed, titled and dated 2008 on the reverse of the frame
oil on canvas board, in the original artist's frame

Overall: 30.5 by 26.3 cm.
12 by 10 3/8 in.

£7,000 - 10,000

US\$10,000 - 15,000

€9,400 - 13,000

Provenance

Collection of the Artist, London

Sale: Sotheby's, London, *Situation Gigi: An Auction by Artists in Aid of Gigi Giannuzzi*, 20 September 2012, Lot 5

Acquired directly from the above by the present owner



40

DASH SNOW (1981-2009)

Untitled (Car Crash Teens)

2006-2007

signed on the reverse of the backing board
newspaper collage, typewriter ink, Tipp-ex and tape on paper laid on
board, in the artist's frame

Image: 21.5 by 87.5 cm.
8 7/16 by 34 7/16 in.

With frame: 43.5 by 119.5 cm.
17 1/8 by 47 1/16 in.

This work was executed in 2006-2007.

£7,000 - 10,000

US\$10,000 - 15,000

€9,400 - 13,000

Provenance

Contemporary Fine Arts, Berlin

Acquired directly from the above by the present owner in 2007

Exhibited

Berlin, Contemporary Fine Arts, *Dash Snow: The End of Living, The Beginning of Survival*, 2007, no. 140

41 AR

BANKSY (B. 1975)

Keep it Real

2006

signed and dated 2006 on the reverse
stencil spray paint on found steel sheet

45.5 by 35.5 cm.
17 15/16 by 14 in.

This work is unique in its format.

£100,000 - 150,000

US\$150,000 - 220,000

€130,000 - 200,000

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

Provenance

Laz Inc, London

Acquired directly from the above by the present owner in 2006

Exhibited

Los Angeles, *Barely Legal*, 2006

Banksy is the world's best known and most important *Street Artist* and yet the vast majority of his works available on the market have been executed on canvas. The artist is at his best when combining his scathing, jet-black humour with a material that reflects the aesthetic of urban life and the authenticity of his intentions. Outside of the *Think Tank* series on metal panels commissioned by the pop band Blur, examples of his signature stencils on metal are incredibly rare and highly sought after.

Keep it Real from 2006 features one of Banksy's most iconic and popular images, the chimpanzee appearing here in one of its many incarnations as the loveable underdog with a sandwich board, underestimated and yet subversive, with the power to illicit social transformation. As with a large number of the artist's recurring stencils this image has appeared at auction on many occasions in many media, but until now never on metal, making this a rare and exciting opportunity to acquire a signature Banksy on a format that best reflects his roots.

This work was first shown in Banksy's breakout show *Barely Legal* in Los Angeles in 2006, an exhibition that cemented his reputation both as a countercultural superstar but also as an artist celebrated by many of the world's greatest collectors. This artwork formed part of a body of work that represents the artist at his most ambitious, most radical and most creative.



Keep
it
real

PROPERTY FROM A DISTINGUISHED LONDON PRIVATE COLLECTION

42 ^{AR}

DAMIEN HIRST (B. 1965)

Sagittarius

2008

signed, titled and dated 2008 on the reverse, with the artist's stamp on the stretcher
butterfly and household gloss on canvas

Diameter: 61.4 cm.
24 3/16 in.

£30,000-50,000

\$44,000-73,000

€40,000-67,000

Provenance

Collection of the Artist, London

Sotheby's, London, *Damien Hirst - Beautiful Inside My Head Forever*, 16 September 2008, Lot 167

Andipa Gallery, London

Acquired directly from the above by the present owner







43

ANDY WARHOL (1928-1987)

Mick Jagger

1975

with the *Andy Warhol Foundation for the Visual Arts* stamp, stamped
D 519311 D, with the *Estate of Andy Warhol* stamp, and numbered
FA05.00067 on the reverse
polaroid print

11 by 8.5 cm.

4 5/16 by 3 3/8 in.

This work was executed in 1975.

£10,000 - 15,000

US\$15,000 - 22,000

€13,000 - 20,000

Provenance

Estate of the Artist, New York

The Andy Warhol Foundation for the Visual Arts, New York

Albion Gallery, London

Private Collection, London

Acquired directly from the above by the present owner





FIVE ARTISTS, FIVE MEDIUMS

LOTS 44 - 48

To see work out of the context of its own making can be both fascinating and misleading but five independent and autonomous works by five thoroughly different artists, tell a number of stories. Each indicates a direct, palpable and distinct use of material. Yayoi Kusama's watercolour from 1952, whether complete or transitional, a working drawing, an indication of thought, or both, is distinct in itself. Obviously an element of her prolific practice as a performer and sculptor in wood and fabric, it is a loose but lovely diagrammatic foreshortening of solid form, which can be seen to represent a particular and distinct moment in a long working life.

Le cheval à six têtes, grand, a disturbing and complete figurehead, comes with a startling or startled shift. Introducing in a purely physical way the rhythmic stop and start of the photographic representation of movement, Germaine Richier's work is independent in spirit. Spanning, sharply mimicking, the 19th century animal bronze, it comes out of the artist's personal mythology to display a defiant contemporary stance and remind the viewer of Richier's strength and role at a spirited avant-garde moment. Richier's work continues to confront the relationship between material history and associative understanding.

Louise Nevelson's *Night Sentinel Panel* 1973 is a hugely representative example of what has by now become unconsciously familiar sculpture. Collapsed, brought out from the linear, the very stuff of interior existence, shows life rendered in relief. Often misunderstood and even considered elaborate her sculptural work is a combination of formal virtuosity and internal recognition, sometimes quite pure and spare, especially in this case. Nevelson activates shallow shadow to draw a line across the surface, and uses material with the marks of construction and carpentry still evident to play with the actual fact of de-construction.

The diagrammatic extends again in the case of the work by Carla Accardi *Argento turchese*, as well as in the very direct relation between material and fact. Part of a series it is exactly this material that combines with an apparent diaristic account of her thoughts. Accardi, instrumental in bringing the principle of abstract painting to Italy, is responsible for work of expanded form, with light against dark, a range which shows belief in the warmth and value

of material, and faith in the conflation of form and content rendered luxuriant and factual in its making. There is something of the thread of a relic about this though and also a sense of writing, drawing and colour as one. Framed by itself, the physical hold of silver on blue on tempera and casein is a detailed yet unconscious rendition of her genre.

The range of approach to making in this selection of works is evident, especially in the case of Milanese artist Dadamaino's *Volume a moduli sfasati* 1960, which, represents very directly an early manifestation of the important artistic and conceptual associations within which she played a major part throughout her life. It is an excellent manifestation of a perpetual 20th century search for space as an extension of artistic possibility, the questioning of the nature of art. Beautiful, but functional, honey coloured, the grid is already there with plastic punched through and a perfectly judged scale of mark to all-over surface, which makes both ground and image.

Bronze, watercolour, paint on tempera, collapsed construction, and gridded plastic all come with descriptive, associative and sometimes transformative qualities. But what about the artists? Where do they stand? Richier was centrally influential, Kusama is completely worshipped, Nevelson is an American idol, Accardi and Dadamaino were at the centre of compelling artistic worlds in Rome and Milan respectively and beyond. Each artist has and continues to have a great deal of influence on the art world, their work is formally expressive and divergent, yet their representation continues to be different to that of male artists of equivalent standing. Each is sought out, studied, influential, yet something remains hidden.

Repeating the wretchedly obvious and undisputable fact that female artists over all tend to be less celebrated than their male counterparts can also get in the way of savouring a particular work for its revelation, gravity, and expressive possibility. Typically these women artists thought and think of themselves primarily as artists rather than women, and the work, for them, is everything.

Sacha Craddock
Curator

YAYOI KUSAMA



Arguably Japan's best known living artist, Yayoi Kusama's journey to international success was certainly not an easy one. Born into a wealthy and conservative family living in Matsumoto, central Japan in 1929, her parents initially objected to her desire to embark on a career as a professional artist, her mother even destroying many of her early creations. Kusama refused to be put off from her ambitions, however, picking up discarded materials where she could to use them in her work, even continuing to paint and draw while working twelve-hour shifts in a parachute factory during the World War II. After much persuasion, she was finally allowed to study the traditional Japanese drawing technique of *Nihonga* in Kyoto. Continuing her training in Kamakura City, the young artist soon became disillusioned with the restrictions of such conventional Japanese styles, and by the early 1950s was displaying her more radical new works in both her hometown and Tokyo. The impact of European and American avant-garde was already visible in her early work, and in 1957 Kusama left Japan and moved to New York, where she became even more heavily influenced by *Abstract Expressionism*. By the 1960s she had developed a distinctly *Pop Art* aesthetic, and also became renowned for her performance pieces, or 'happenings', which often included naked participants painted with her signature polka-dots. Largely due to her deteriorating mental health, Kusama returned to Japan in 1973, and in 1977 she checked herself in to the Seiwa Hospital where

she has lived and worked ever since. Although her international reputation faded somewhat in the decades following this return to her native country, the Twenty-First century has witnessed an incredible blossoming in both her creativity and her public profile. Recent solo shows have graced esteemed institutions across the world, ranging from MALBA in Buenos Aires to Tate Modern, London, from The Garage Museum of Contemporary Art in Moscow to the Museum of Contemporary Art in Sydney. As well as painting, drawing, sculpture and performance, she has worked in film and fashion design, also creating a number of large-scale outdoor public works over the last two decades in cities including Lisbon and Los Angeles, as well as a number in Japan. In 2006 Yayoi Kusama was awarded the Praemium Imperiale, a prestigious Japanese prize given to internationally recognised artists. Her work is held in many of the world's major museums and galleries, including Stedelijk Museum, Amsterdam, MoMA New York, Tate Modern in London and the Centre Georges Pompidou in Paris.

Left page

Portrait of Japanese artist Yayoi Kusama as she poses on the Brooklyn Bridge, dressed in polka dots, New York, May 17, 1968.
Photo by Fred W. McDarrah/Getty Images

44

YAYOI KUSAMA (B. 1929)

Untitled

1952

signed and dated 1952 on the reverse
watercolour, ink and crayon on paper

37.5 by 33 cm.
14 3/4 by 13 in.

£25,000 - 35,000
US\$36,000 - 51,000
€34,000 - 47,000

This work is registered with the *Kusama Enterprise*, Tokyo.

Provenance

Private Collection, Japan

Sale: Christie's, New York, *First Open Post-War & Contemporary Art*,

21 September 2011, Lot 11

Crane Kalman Gallery, London

Acquired directly from the above by the present owner in 2012

Exhibited

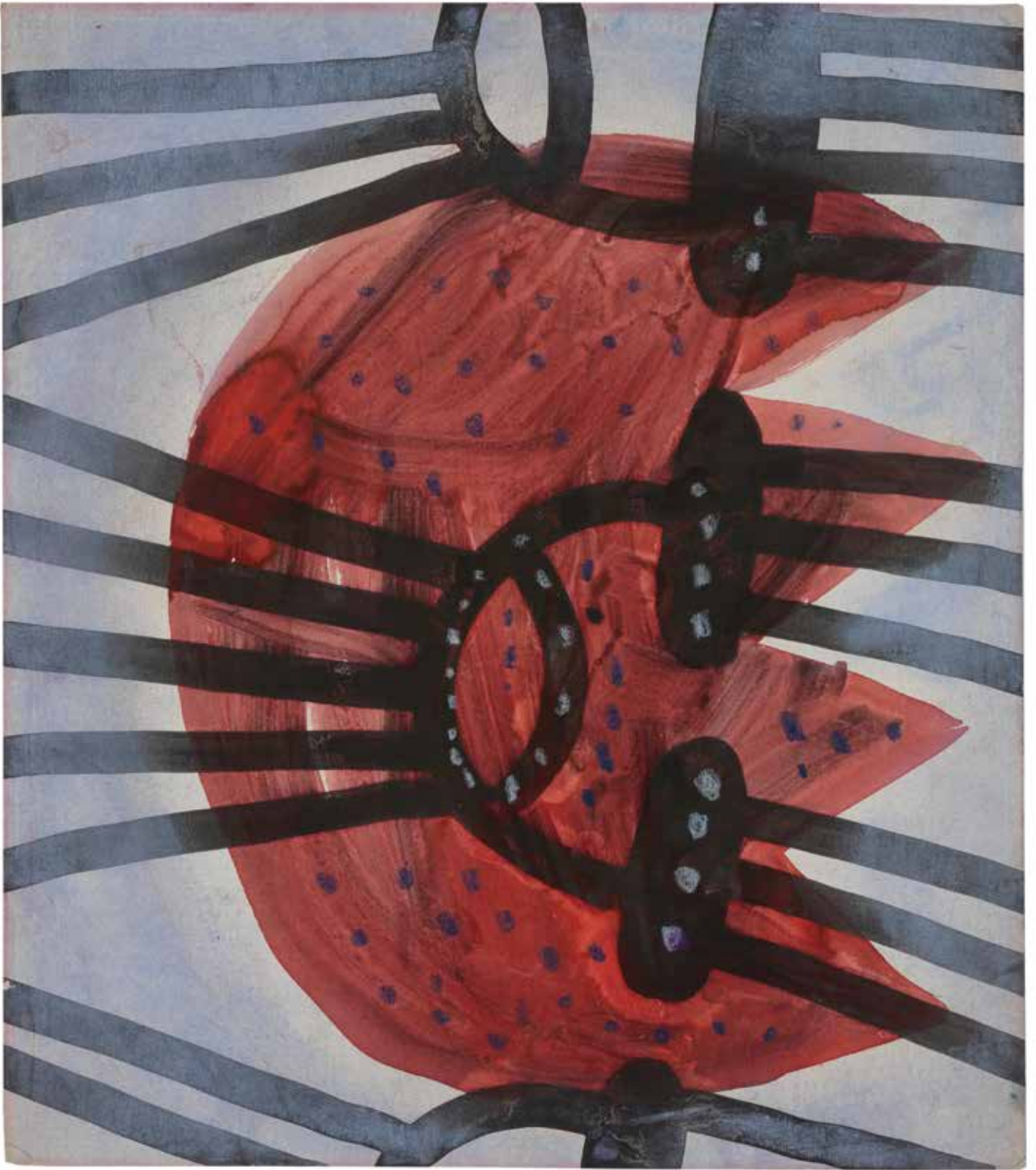
Nagano, Komagane Kogen Art Museum, *Yayoi Kusama*, 1998

A curvaceous crimson mass, jagged along one edge and speckled with delicate blue dots: a flower bursting open into bloom, or perhaps a richly ripe fruit splitting open. Above it a network of black lines, splitting and intersecting like roots or branches, maybe veins or synapses, each conjunction decorated with chalky white circles. Quite what we see in Yayoi Kusama's ethereal *Untitled* of 1952 remains unclear, undefined. In its representation of imagined biomorphic shapes and symbolic structures, this fascinating early work by Japan's most celebrated living artist perfectly demonstrates the delight that can be found in the unexpected, or the even barely understood.

Dating from Kusama's early years in Japan, *Untitled* of 1952 includes a number of the visual tropes for which her work is now renowned. The polka-dots which can be seen here in blue and white are, of course, her visual leitmotif, one which she still employs today in her paintings, sculptures and installations. The black network of lines that we encounter in this work can be clearly related to the *Infinity Nets*, those complex paintings of intersecting lines which still make up a large part of Kusama's extensive oeuvre. In its use of materials, the present work reveals the influence of the artist's skills in *Nihonga*, a traditional Japanese technique of painting on paper in which Kusama trained for a number of years, beginning her studies in Kyoto in 1948. Its subject matter is, however, far from traditional, more reminiscent of European surrealism. There are clear analogies with the paintings of Joan Miró, and there is certainly a suspicion that André Breton's theory of automatism, in which the free and unguided use of the artist's

hand reveals the deepest thoughts and feelings from the subconscious, is at play here. Interesting comparisons could also be made with the drawings of Kusama's near contemporary Louise Bourgeois; but while Bourgeois' imagery is often dark, verging on the nightmarish, Kusama remains more hopeful, more optimistic, her work brimming with colour and life, imbued with awe and amazement.

Yayoi Kusama's art inhabits a strange netherworld, a liminal space which exists between reality and illusion. Created partly as a refuge from her difficult family situation, drawings such as *Untitled* of 1952 were also influenced by the psychological symptoms which affected Kusama from a young age. This work hovers on the blurred boundaries between the actual and the imagined, often taking inspiration from the artist's own experience with hallucination and mania. Although they may emerge from her own personal battles and internal conflicts, the results of Kusama's explorations into the unknown, the uncanny and the undefinable, are always poignant and achingly beautiful. Surreal and dreamlike, this delicate watercolour invites us into the tumultuous and unpredictable mind of the artist, revealing a place filled with colour and form. With *Untitled* of 1952, Kusama opens the door into her very soul, asking us to walk through and embark on a journey which may be fraught with danger, but also filled with wonder.



GERMAINE RICHIER



A native of Grans in southern France, Germaine Richier studied at the Ecole des Beaux Arts at nearby Montpellier between 1922 and 1925. It was here that she was taught by Louis-Jacques Guigues, a former assistant to Auguste Rodin whose own work was clearly influenced by the French master. Later Richier moved north to Paris, training alongside Alberto Giacometti under Antoine Bourdelle until Bourdelle's death in 1929. Her first one-woman show was held in the French capital in 1934, at the Galerie Max Kaganovitch. During the Second World War Richier moved to Switzerland and spent time in the south of France, also exhibiting alongside Fritz Wotruba and Marino Marini at the Kunstmuseum in Basel in 1944. Moving back to Paris after the end of the war, Richier quickly established herself as an important component in the city's vibrant avant-garde art scene. In 1951 her international reputation was confirmed when she won the Sculpture Prize at the 1951 São Paulo Biennial. During the 1950s she completed a number of works in conjunction with other influential artists of the time, including Zao Wou-Ki, Hans Hartung and Maria Helena Vieira da Silva. Extending her repertoire with etchings from the late 1940s, towards the end of her life Richier also experimented in painting. Labelling herself a *Surrealist*, Germaine Richier is best known today

for her passion for nature and the strange human/animal hybrids that she created in the Post-War period, most commonly in bronze. She died in Montpellier in 1959, and although her work fell in to relative obscurity for a time, her reputation has grown exponentially in recent years. As well as being included in the collections of the Foundation Maeght, MoMA New York and the Peggy Guggenheim Collection, a famous example of her outdoor public commissions can be found in the Tuileries Gardens, Paris.

Left page

Ida Kar, Germaine Richier in her studio, 1954

© National Portrait Gallery, London

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45 * AR W

GERMAINE RICHIER (1904-1959)

Le cheval à six têtes, grand

1954-1956

signed, numbered 00/5 and stamped *L. Thinot. fondeur PARIS* on the base
bronze

101 by 105 by 50 cm.
39 3/4 by 41 5/16 by 19 11/16 in.

This work was conceived in 1954-1956, and is from an edition of five numbered versions and six subsequent editions numbered HC1, HC2, HC3, EA, 0/5 and 00/5.

£200,000 - 300,000

US\$290,000 - 440,000

€270,000 - 400,000

This work is accompanied by a photo-certificate of authenticity issued by Madame Françoise Guiter. This work will be included in the forthcoming *Catalogue Raisonné* of the artist being prepared by Madame Françoise Guiter.

Provenance

Private Collection, Belgium

Galerie Alice Pauli, Lausanne

Private Collection, Europe

Sale: Christie's, Paris, *Art Contemporain*, 8 December 2010, Lot 34

Galerie Jacques de la Béraudière, Geneva

Acquired directly from the above by the present owner

Exhibited

Paris, Musée National d'Art Moderne, *Germaine Richier*, 1956, no. 39

New York, Martha Jackson Gallery, *The Sculptures of Germaine Richier*, 1957, n.p., no.

21, another example illustrated in black and white

Zurich, Helmhaus Zurich, *Die Frau als Künstlerin*, 1958, no. 92

Minneapolis, Walker Art Center, *Sculpture by Germaine Richier*, 1958, n.p., no. 28,

another example illustrated in black and white

Antibes, Musée Grimaldi – Château d'Antibes, *Germaine Richier*, 1959, no. 21

Boston, Boston University School of Fine and Applied Arts, *Sculpture by Germaine*

Richier, 1959, no. 6

Paris, Galerie Creuzevault, *Germaine Richier*, 1959, no. 16

Venice, Palazzo Grassi, *Dalla natura all'arte*, 1960, n.p., no. 2, another example illustrated

in black and white

Zurich, Kunsthhaus, *Germaine Richier*, 1963, no. 56

Arles, Musée Réattu, *Germaine Richier 1904-1959*, 1964, no. 30

Paris, Musée Bourdelle, *Centaures, chevaux et cavaliers*, 1972, n.p., no. 310, another

example illustrated in black and white

Saint Paul, Fondation Maeght, *Germaine Richier, Retrospective*, 1996, p. 145, no. 78,

another example illustrated in colour

Berlin, Akademie der Künste, *Germaine Richier*, 1997, pp. 116-117, no. 79, another

example illustrated in black and white

Humblebæk, Louisiana Museum of Modern Art, *Germaine Richier*, 1988, p. 12, no. 31,

another example illustrated in black and white

Geneva, Galerie Jacques de la Béraudière, *Germaine Richier*, 2011

New York, Dominique Lévy and Galerie Perrotin, *Germaine Richier: Sculpture 1934-*

1959, 2013, p. 101 another example illustrated in colour, pp. 102-103 a detail of another

example illustrated in colour

Bern, Kunstmuseum Bern; Manheim, Kunsthalle Manheim, *Germaine Richier,*

Retrospektive, 2013-2014, p. 137, no. 68, another example illustrated in colour

Geneva, Galerie Jacques de la Béraudière, *Germaine Richier Rétrospective*, 2014-2015,

p. 19, illustrated in colour

Literature

Elisabeth Lebovici, 'L'atelier de Germaine Richier vu par Pierre-Olivier Deschamps' in:

Beaux-Arts Magazine, 1989, p. 96, another example illustrated in colour





Although often based on the artist's love of nature, there is generally something distinctly supernatural about the sculptures of Germaine Richier. Rooted in our own world, and yet existing on the limits of reality, her work regularly deals with hybridisation, portraying beings which are neither one thing nor yet quite the other. In *Le cheval à six têtes, grand*, literally 'the horse with six heads', of 1954-56 we see a fine example of this intriguing artistic assimilation, a large and powerful work of art which is both historically important and aesthetically stimulating. As its extensive exhibition history reveals, this sculpture is not just a key element in Richier's oeuvre, but also a significant piece of Twentieth-century sculpture. Its true magnitude, however, can hardly be conveyed in words or even in pictures. This is a sculpture with many aspects, a *magnum opus* which needs to be experienced in the round, a work which requires personal interaction and careful appreciation.

Born near Arles, France in 1904, Richier's distinguished education was to play a vital role in the development of her own artistic vision. She trained at the Ecole des Beaux-Arts in Montpellier between 1922 and 1925, studying under Louis-Jacques Guigues, a former assistant to Auguste Rodin. Later she moved to Paris, where she received further guidance from influential sculptor, painter and teacher Antoine Bourdelle. She was certainly in good company: another of Bourdelle's students was Alberto Giacometti, and although the two were never to become close, the similarities between the approaches of the Swiss master and Richier herself are remarkable. By 1934 Richier was ready to hold her first solo show at Galerie Max Kaganovitch in Paris, which included a selection of busts, torsos and human figures. During World War II she lived in Switzerland and the south of France, and it is during this period that we first encounter these hybrid forms for which she is now best-known. In 1948 she was honoured with a show at the prestigious Galerie Maeght in Paris, and by the beginning of the 1950s she was moving in the highest avant-garde circles, working in conjunction with Hans Hartung, Maria Helena Vieira da Silva and Zao Wou-Ki. For decades following her death in 1959, Richier's importance tended to be overshadowed by the fame of her (generally male) contemporaries such as Giacometti or even Henry Moore. In recent years, however, her position not as simply a great female sculptor, but more as a veritable doyenne of twentieth-century art has been firmly re-established by substantial retrospectives at the Fondation Maeght in Paris, the Louisiana Museum of Modern Art in Denmark, as well as the Akademie der Künste in Berlin and the Museum of Fine Arts in Bern (both of which included one example of *Le cheval à six têtes, grand*).



Sculptures such as the present work perfectly display Richier's own interest in texture and surface, form and space. Always beautiful, but never simply 'pretty', her sculptures are poignant and profound, laden with purpose and meaning. She is an artist who deals with the big issues, facing them head on. Her own words capture this attitude in typical lyrical style: "Je suis plus sensible à un arbre calciné qu'à un pommier en fleur" (I am more sensitive to a burnt tree than an apple tree in flower) (the artist in: Helena Struab, *Giacometti, Richier, Gutfreund: Bourdelle et ses élèves*, Paris 1998, p. 29). *Le cheval à six têtes, grand* exhibits her fascination with the materiality of things, with their decomposition and degradation. It is as notable for its lacunae as it is for its density, a figure

Above

Umberto Boccioni, *Unique Forms of Continuity in Space*, 1913
New York, Museum of Modern Art (MoMA)
© 2016. The Museum of Modern Art, New York / Scala, Florence

Left page

Alternative view of the present work



stripped back, the inner workings revealed. In places almost skeletal, this many-headed horse is nevertheless filled with energy and life.

Richier's sculptures often portray mystical amalgams, strange beasts which have emerged from the depths of her vivid imagination. A shepherd tottering on a tripod of skinny stilts (*Le Berger des Landes*, 1951), a multiple-headed *Hydra* (*L'Hydre*, 1954) or even a bizarre combination of man and bat (*L'Homme de la nuit*, 1954-1955) all feature in her work. These are the creatures of myth, inhabitants of the shadowy depths of pre-history or another dimension. *Le cheval à six têtes, grand* of 1954-1956 sits confidently within this group, its unusual form the stuff of surreal dreams. There is certainly a darkness in such works, but it is a beautiful and intriguing darkness which admits fleeting glimpses of the uncanny or the primordial. Unlike many of Richier's other sculptures,

however, this curious, mysterious sculpture has no precedents in ancient myth or legend; what we see here is a product of the sculptor's own apparently limitless inventiveness.

Perhaps more than just an imaginary chimera or shady spectre, *Le cheval à six têtes, grand* offers a frenetic vision of an animal in motion. In this respect, it is surely reminiscent of Umberto Boccioni's iconic Futurist sculpture *Unique Forms of Continuity in Space* (*Forme uniche della continuità nello spazio*) of 1913. Both Boccioni's sculpture and *Le cheval à six têtes, grand* show blurred moving figures, kinetic force seemingly tricking the eye into seeing multiple images. The two works explore the method of placing volume, and indeed void, where none should exist, as living beings hurtle through space. More raw and visceral than Boccioni's sinuous masterpiece, Richier's horse has its legs lifted in a furious gallop, its head, or indeed heads, rolling and lifting in an exuberant celebration of vitality. This is a sculpture that simply exudes movement, negating the weighty rigidity of its own materiality. The effects are unexpected, captivating, and intense, representative of the world not as it is, but as we might perceive it to be.

Le cheval à six têtes, grand is an outlandish beast, but it is one which displays Germaine Richier's thorough understanding of the body, of musculature, of skin and bone. Her careful study of the figure, both animal and human, was learned from Bourdelle, and permeates her work. "Toutes mes sculptures, mêmes les plus imaginées, partent toujours de quelques chose de vrai, d'une vérité organique" (all of my sculptures, even the most imaginary, always arise from something true, from an organic truth) (the artist in: Helena Struab, *Giacometti, Richier, Gutfreund: Bourdelle et ses élèves*, Paris 1998, p. 30). Although dealing in this case with the horse, this sculpture, undoubtedly one of the most important of her entire career, embodies Richier's archetypal sense of humanity. As she Richier herself knew well, the most outlandish of creatures are the ones based firmly on the truth. In *Le cheval à six têtes, grand* that knowledge is brought startlingly, magically to life.

Above

Ida Kar, *Germaine Richier*, 1954
 © National Portrait Gallery, London
 © ADAGP, Paris and DACS, London 2016

Right page

Alternative view of the present work



DADAMAINO



Christened Eduarda Emilia Maino, the self-taught artist better known simply as Dadamaino first studied medicine before taking up art towards the end of the 1950s. Spending much of her life in Milan, she became closely linked with the avant-garde scene in the north Italian city. Her first solo show was held at the Galleria dei Bossi in 1958, and featured a number of the *Volumi* works for which she is most celebrated. Exploring questions of space and volume, and featuring large voids cut out of monochrome canvases, these pieces show the influence of other artists working in Italy at this time, most notably Lucio Fontana and Piero Manzoni, who also became a close friend. The artist herself also noted the importance of her contemporary Yves Klein to her own creative vision. Later she was to become involved with two of the most important artistic groups of the period, namely *Azimuth*, founded by Piero Manzoni along with Enrico Castellani in 1959. In 1962, her work was featured in the major *Nul* group exhibition at the Stedelijk Museum, Amsterdam and she also joined the newly founded *Nouvelle Tendence* movement whose members included Getulio Alviani, Bruno Munari, Jesús Rafael Soto and Enzo Mari. Displaying an astonishing artistic versatility throughout her long career, Dadamaino later experimented with the visual possibilities of *Op Art*, creating works with titles such as *Oggetti Ottici Dinamici* and *Cromorlievi*. By the 1980s her works regularly featured a repetitive symbolism of undecipherable text-like scripts, including the *L'Alfabeto della*

mente, or 'Alphabet of the mind'. Dadamaino's international following allowed her to exhibit both at home and abroad, with major retrospectives being held at the Padiglione d'Arte Contemporanea, Milan in 1983 and the Bochum Museum, Germany in 2000. Dadamaino died in Milan in 2004. Her work is now included in the collections of Tate Gallery, London, the Peggy Guggenheim Collection, Venice and the Guggenheim Museum, New York amongst others.

Left page

Dadamaino, 1985

Photo by Giorgio Lotti / Archivio Giorgio Lotti / Mondadori Portfolio via Getty Images

46 AR

DADAMAINO (1935-2004)

Volume a moduli sfasati

1960

signed, titled, dated 1960 and inscribed 20159 MILANO - VIA
BITONTO 24 on the stretcher
superimposed punched plastic

60 by 60 cm.

23 5/8 by 23 5/8 in.

£35,000 - 45,000

US\$51,000 - 66,000

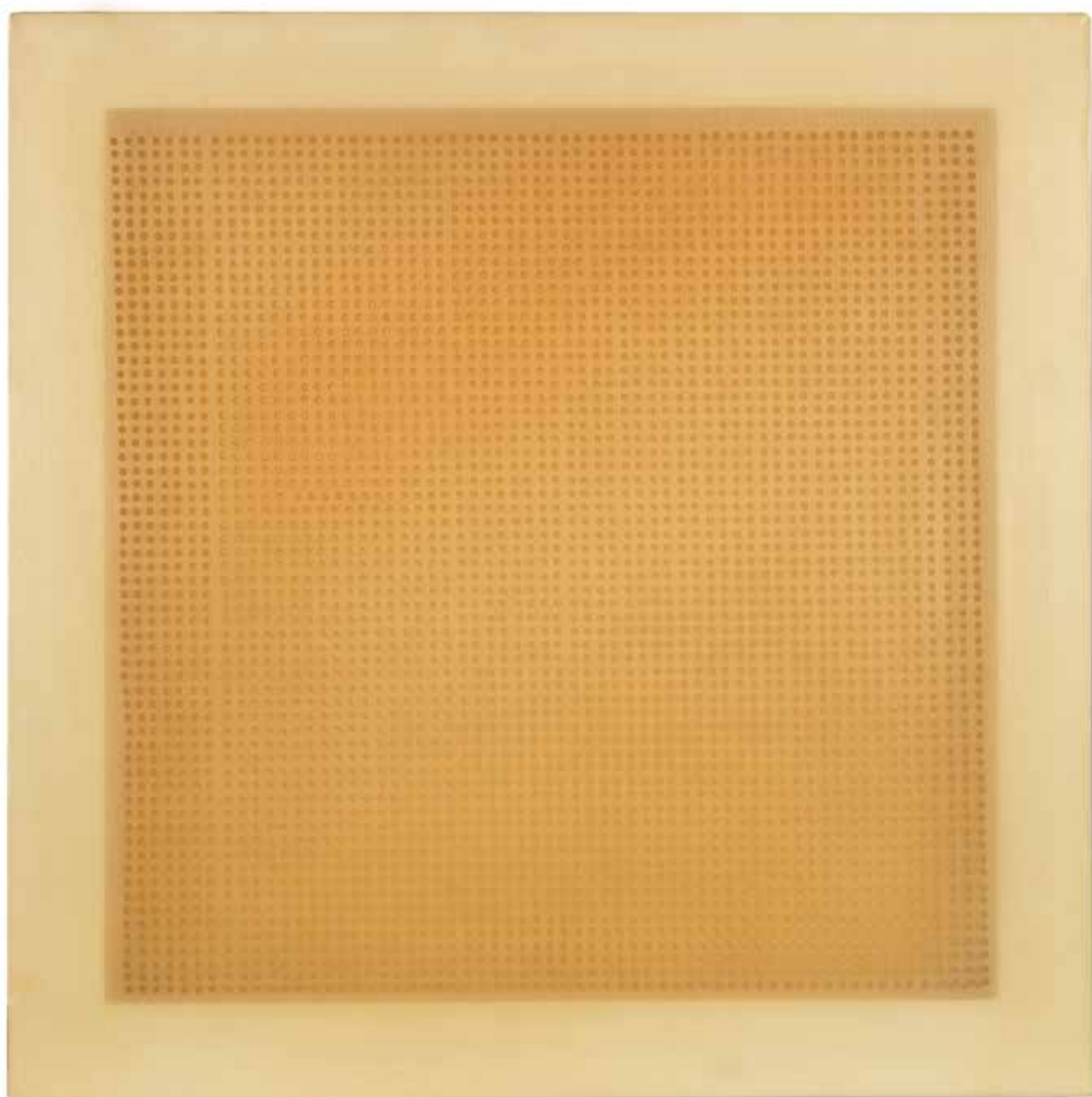
€47,000 - 60,000

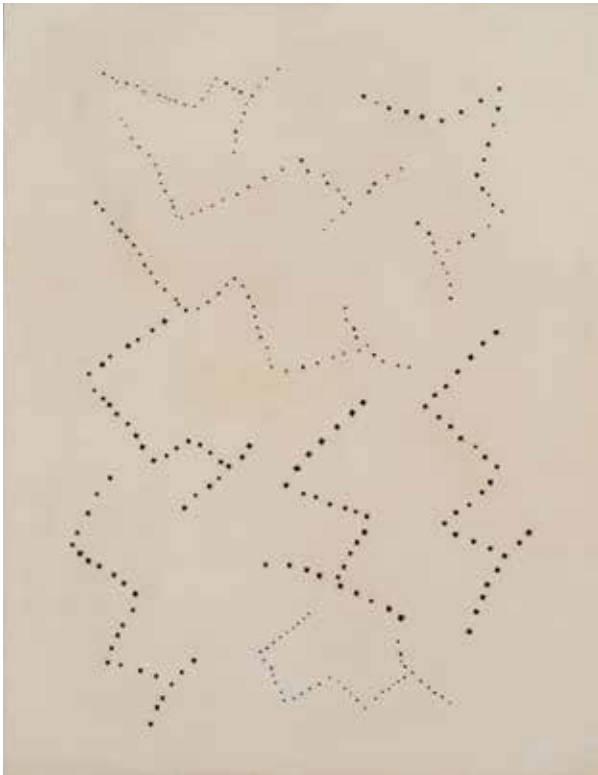
This work is registered in the *Archivio Dadamaino*, Milan, under no.
102/13, and is accompanied by a photo-certificate of authenticity.

Provenance

Galleria Plurima, Udine

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





Volume a moduli sfasati, (Volume Modules Offset) from 1960, is a magnificent and rare example of one of Dadamaino's early explorations into space, perception, and the immaterial world. Composed of three translucent layers of perforated plastic fabric, these are superimposed one on top of the other, with the first two layers in direct contact and the third slightly recessed back in the frame. The holes do not match up precisely, rather they overlap each other creating ellipses which allow the viewer to catch glimpses directly through the artwork, and this was a very deliberate aim of the artist as she stated in 1960: "I placed the hand punched perforated layers on the frame. The warmth of my hand moved the holes, and this shift was the result of chance." These apertures are constantly changing and morphing according to one's position, and despite this work being physically static, one cannot but feel movement and energy when engaging with it.

Eduarda Emilia Maino, known as Dadamaino, was born in Milan in 1930. She became inspired to create art after a chance encounter with one of Lucio Fontana's iconic canvases in Milan in the late 1950s. Her name came by mistake: when showing in the Netherlands in 1961, her first name 'Dada' (the diminutive of Eduarda) was printed next to her surname 'Maino' without a space, creating the iconic portmanteau we know her by today.

Dadamaino's earliest works were called the *Volumi*, and were started in 1958. They featured the artist cutting out large organic shaped voids directly out of monochrome canvases. From the very start, Dadamaino was not interested in creating conventional paintings, and she shunned traditional criteria like composition, the illusion of depth, and perspective, in favour of more spatial principles such as form, volume, and space. These works, and indeed the artist's early practice, were a response to the new territory covered by Lucio Fontana's *Concetti Spaziali* or Spatial Concepts. Fontana's slashed canvases were iconoclastic rips in the very fabric of art and tradition, a renunciation of the picture plane in search of a new dimension and an art appropriate to the epoch of space exploration. An avid follower of Fontana, Dadamaino used his philosophy as the conceptual framework for her art, and developed a practice that was at the cutting edge of Italian avant-garde production. By 1959, Dadamaino had become affiliated with the hugely influential Azimuth Gallery which had been founded by Post-War titans Piero Manzoni, Enrico Castellani, and Agostino Bonalumi, and had close associations with Germany's ZERO group. Within this radical and critical environment, Dadamaino was able to crystallise her ideas and her aesthetic became more controlled and ordered, with the present work being a prime example. Being one of a handful of female artists in the avant-garde circles of Post-War Italy (along with Carla Accardi and Marisa Merz), she became an iconic figure who was hugely influential and paved the way for the next generation of contemporary artists.

Indeed it was after she joined Azimuth that she started the *Volumi a moduli sfasati* series, from which the present work derives. This work may retain the veneer of a traditional painting, but far from it, this is a radical and disruptive response to Painting as an entity. The key here is that by perforating the plastic sheeting, and inviting the viewer to look through the surface, Dadamaino has shifted its function: the sheet is no longer a support for content, rather it is the content. By adopting this radical stance, Dadamaino hoped to return Painting to what she called the *Tabula Rasa*, a conceptual blank slate deprived of any bourgeois rhetoric, allowing for a purer and less reactionary form of expression. The result is that the present work is a self-reflexive picture, that calls into question its own space and volume. The choice of material in this work is also very deliberate: plastics had only just become widely available in the 60s, and to use such an industrial and 'futuristic' material on such a historically entrenched medium was a singularly radical act.

Pittura Oggetto (object painting) was the term coined by artist and philosopher Gillo Dorfles to describe the radical output of Dadamaino and her avant-garde colleagues such as Enrico Castellani, Agostino Bonalumi, and Paolo Scheggi. Whilst those three manipulated the surfaces of their paintings to protrude outwards towards the viewer in an almost sculptural manner, Dadamaino was more interested in the more philosophical task of articulating the notion of void and emptiness, and the present work is a wonderful manifestation of this ethos. *Volume a moduli sfasati*, was not only a rare series which was only worked on between 1960 and 1961, but also a transitional one. In the early 1960s, Dadamaino shifted her focus towards creating optically engaging works and *Volume a moduli sfasati* can be understood as the origin of this new direction, the delicate and subtle optical effect of the layered plastic fabric providing the artist with inspiration to develop her artistic production.

Above

Lucio Fontana, *Concetto Spaziale*, 1950
 © Fondazione Lucio Fontana, Milan
 © Lucio Fontana/SIAE/DACS, London 2016

Right page

Detail of the present work

CARLA ACCARDI



Born in Trapani, Sicily in 1924, Carla Accardi studied at the Accademia di Belle Arti in Florence before later moving to Rome, where she would live for over six decades. Quickly becoming involved in the city's artistic circles, she often visited the studio of Pietro Consagra, where she was to meet the group of fellow artists with whom she would form the influential group known as *Forma 1*. Lasting from 1947-1951, *Forma 1* included Consagra himself, as well as Piero Dorazio, Mino Guerrini, Giulio Turcato and Antonio Sanfilippo, whom Accardi would later marry. Focused on both art and politics, the group organised its first exhibition in Rome in 1947 and three years later Accardi held her first solo show in the same city's Galleria Age d'Or. Accardi's own work of this period fused the gestural and the geometric, creating the unique abstract style which she was to refine and develop over the following decades. The support of influential critic and curator Michel Tapié was to prove pivotal for Accardi's career, with Tapié writing the introductory note to the catalogue of her exhibition at Galleria Notizie, Turin in 1959. She also became known for her experimentations with materials and tone, working only in monochrome for a period, and later employing a clear plastic known as *sicofoil* as a support. Perhaps Italy's best-known female painter of the Twentieth Century, Accardi also became involved in the feminist movement, even withdrawing from painting for a while during the 1970s to concentrate on her political interests. In the early Twenty-First Century her name became globally recognised thanks to a solo show at P.S.1

Contemporary Art Center, New York in 2001, and a large retrospective at the Musée d'Art Moderne de la Ville de Paris in 2002. Her work is also held in the permanent collections of the Guggenheim Museum, New York, the Saatchi Gallery in London and MACRO in Rome. Carla Accardi continued to paint and exhibit until her unexpected death in her home city of Rome in 2014.

Left page

Carla Accardi, *Ritratto*, 1967

Photo Ugo Mulas © Ugo Mulas Heirs. All rights reserved

47 AR W

CARLA ACCARDI (1924-2014)

Argento turchese

1964

signed and dated 64; signed, inscribed *Azzurro argento* and numbered
n 408-1964 on the reverse
tempera and casein on canvas

97.5 by 146.5 cm.

38 3/8 by 57 11/16 in.

£25,000 - 35,000

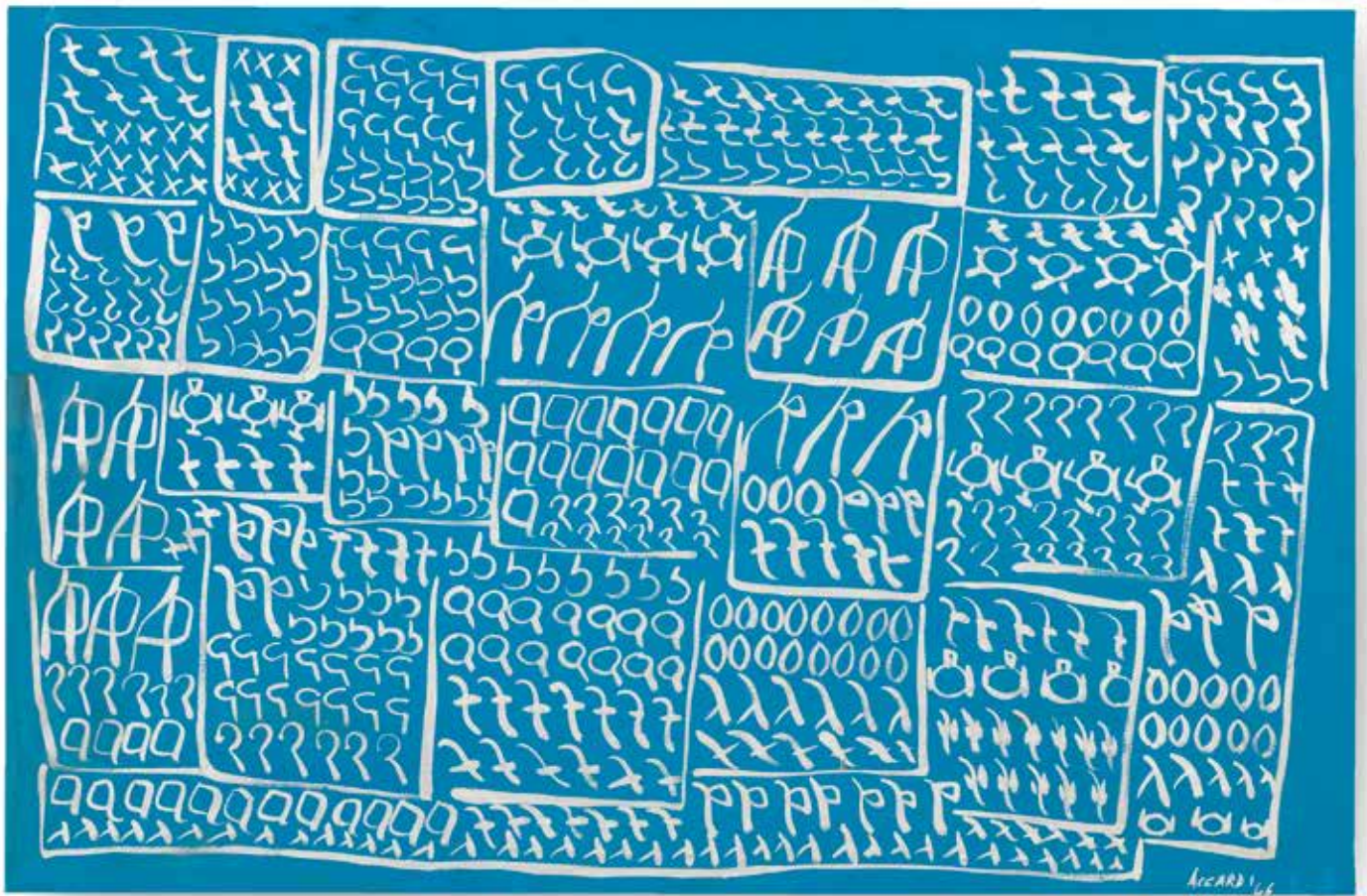
US\$36,000 - 51,000

€34,000 - 47,000

This work is registered in the *Archivio Accardi Sanfilippo*, Rome, under no. 408,
and is accompanied by a photo-certificate of authenticity.

Provenance

Acquired directly from the artist by the present owner *circa* 1970





A burst of animated colour and activity, Carla Accardi's *Argento turchese* of 1964 represents a prime example of Italy's most celebrated female artist at her inventive best. Created at a crucial moment in her career when Accardi was exploring the potential of a new, brighter palette for the first time, this work embodies all that is great about her distinctive style. Featuring a network of delicately inscribed 'signs' placed across a grid of what appears to be overlapping painted panels, this sizeable canvas presents us with an intriguing enigma, an enticing cryptography of symbols which seem almost, but not quite, recognisable. Its vivid tones, also referenced in the work's title (which translates into English as simply 'Silver turquoise') evidently adds to its unassailable allure. Like tablets bearing the traces of some undecipherable ancient language, *Argento turchese* tempts us with the promise of profound, long-lost truths; that the delivery on this promise remains tantalisingly out of reach renders it all the more absorbing.

The roots of Accardi's avant-garde abstraction can be located in her involvement in the group known as *Forma 1*, an artistic movement which she co-founded in 1947 with seven other Italian artists including Piero Dorazio, Achilli Perilli and Giulio Turcato. Exploring the dialogues between art and politics, abstraction and realism, the members of *Forma 1* soon attracted the attention of critics, curators and collectors around the world, and by the time it folded in 1951, Accardi was well on the way to establishing her own visual vocabulary. Later in the 1950s Accardi's work caught the eye of influential curator Michel Tapié, who invited her to exhibit in Paris alongside artistic heavyweights including Sam Francis, Serge Poliakoff and Alberto Burri. She developed a friendship with Lucio Fontana, each visiting the other's studios and expressing admiration for the other's work. Accardi herself has acknowledged the influence of Hans Hartung on her own painting during this period. Moving in such circles, it is surely no surprise that when she came to produce *Argento turchese* in 1964, the artist was not only painting at the peak of her talents, but was also reaping the benefits of an international profile and the numerous possibilities for exhibiting her work around the globe that it inevitably offered.

Throughout the rest of her long career, Carla Accardi continually strived to innovate, to build and refine a unique approach to abstract art. Over a period of many decades she developed and advanced an idiosyncratic visual language all of her own, one which often features the highly individual use of the apparently symbolic signs that we witness in this painting. Reminiscent perhaps of cuneiform script carefully pressed into clay tablets of ancient Sumeria, or of classical Greek texts scratched onto stone, these letters repeat and adapt as they move across the canvas, creating an elaborate interplay of form and line. The materials that we encounter in this work also seem to hark back to the past; tempera was commonly used in pre-Renaissance art before being replaced by oil paint around 1500, while casein has been employed by artists since ancient Egyptian times. With its palette of startling blue and glittering silver, a colour rarely used by Accardi seen to its best advantage in *Argento turchese*, this is a work of art which also displays all of the vigour of Italy's Post-War artistic revolution.

During the 1970s Carla Accardi became closely associated with the feminist movement, forming a group known as *Rivolta Femminile* ('Female Revolt') with art critic and political activist Carla Lonzi in order to promote the work of creative women. Later Accardi tended to distance herself from such notions of the 'female artist', preferring to view herself more as simply an 'artist' without any reference to gender. Despite this change of heart, her role as a powerful and influential woman in the otherwise rather macho world of Italian avant-garde art surely deserves credit. Ultimately, however, it is her unmistakable talent which has won her widespread acclaim. Over the last three decades her work has been celebrated in solo shows at many important institutions, including the Kunstmuseum in Bonn in 1999, the P.S. 1 Contemporary Art Center in New York in 2001, the Musée d'Art Moderne de la Ville in Paris in 2002 and the MACRO Museo d'Arte Contemporanea in Rome in 2004.

Argento turchese from 1964 will ever remain an unsolved puzzle. Since Accardi never felt the need to fully explain the meaning of these fascinating hieroglyphs, this delicate, sparkling pseudo-script which decorates the luminous canvas that we see before us, we must make our own conclusions, drawing from the depths of our own subconscious in our gripping yet futile attempts to crack the code. Encompassing both the highly personal and the universal, *Argento turchese* of 1964 epitomises Carla Accardi's artful fusion of the mysteriously ancient and the unflinchingly modern, the inherently political with the seductively aesthetic. Light, bright and resolute, this painting effectively demonstrates the artist's classic "harmonious beauty" in all of its dazzling glory.

Left page

Gold votive plaque with cuneiform inscription, 2370 B.C.
Paris, Louvre. © 2016. © Photo Josse/Scala, Florence

LOUISE NEVELSON



Although generally regarded today as one of the last century's finest American sculptors, Louise Nevelson was in fact born Louise Berliawsky in the city of Kiev in 1899, then located in the Russian empire, now the capital of the Ukraine. Her father Isaac moved to the United States in 1902, and the rest of the family followed three years later, settling in Rockland, Maine, where Isaac found work as a woodcutter, later opening a junkyard and then a lumber yard. This family association with timber was to have a profound impact on the work of Nevelson, who is now best known for her sculptures created from apparently discarded fragments of larger wooden structures. In 1931 apparently inspired by an exhibition of kimono at the Metropolitan Museum, Nevelson decided to concentrate more on art, and eventually travelled to Europe in order to study there. She trained under Hans Hoffman in Munich and visited Italy and France. In 1941 Nevelson held her first solo show at the gallery owned by Karl Nierendorf in New York, later exhibiting works made from found objects as well as more traditional materials such as stone and wood. Despite growing recognition for her achievements throughout the 1950s, she was forced to take up teaching roles to make ends meet, only becoming financially secure once she was signed up by the Martha Jackson Gallery in 1958. The 1960s were to prove incredibly successful for the artist, with a one-woman show in Paris in 1960, inclusion in the Venice Biennale in 1962 and a retrospective at the Whitney Museum in New York in 1967. In addition,

she was elected president of National Artists Equity in 1965, and in 1966 she was made vice-president of the International Association of Artists. Although it is the large scale wooden sculptures, known as *Walls*, for which she is best remembered, Nevelson also created monumental outdoor works in painted steel and dabbled in theatre set design. Well known too for her distinctive personal style (she appeared on the iconic 'Best Dressed' list in *People Magazine* in 1977), the artist died at home in New York in April 1988. Nevelson's posthumous reputation has been further enhanced by the establishment of the Louise Nevelson Foundation in 2005, an institution dedicated to celebrating and promoting her life and work.

Left page

Arnold Newman, *Louise Nevelson, New York*, 1972
New York, The Jewish Museum © 2016.
Photo The Jewish Museum / Art Resource / Scala, Florence
© ARS, NY and DACS, London 2016

48 * W

LOUISE NEVELSON (1899-1988)

Night Sentinel Panel

1973

painted wood

119.5 by 81.2 by 16 cm.

47 1/16 by 31 15/16 by 6 5/16 in.

This work was executed in 1973.

£25,000 - 35,000

US\$36,000 - 51,000

€34,000 - 47,000

Provenance

Pace Gallery, New York (no. 4634)

Makler Gallery, Philadelphia, (no. 7453)

Acquired directly from the above by the present owner *circa* 1975





Louise Nevelson's exquisite *Night Sentinel Panel* presents a compelling insight into the artist's unrivalled arrangements of wooden landscapes, in this case challenging the topos of the chair as an artistic symbol.

The influence of Duchamp's Ready-Mades can be keenly felt in the artist's reappropriation of scrap materials though in this instance it is far more personal, the leitmotif of wood in her work evoking her father's lumber yard where she grew up as a girl in Maine. Her innovative technique of recycling wreckage and reassembling it in intense monochromatic composition bring the Ready-Mades back within the embrace of a more classical artistic tradition.

The various connotations of the chair immediately resonate with the viewer, positioning this work within an art-historical context that is laden with meaning through the representation of countless artists. Depicting seated rulers of worldly and clerical empires, the chair as throne has been the cardinal point for portrayals of powerful authorities, from Egyptian pharaohs to medieval emperors and Renaissance royalty up until Modernity and the new order after the Industrial Revolution. As a framework for individuals at the pinnacle of their potency, the iconographic importance of the seated figure lends great majesty to this composition.

Vincent van Gogh's famous chair marks a pioneering twist in that regard. He shows a humble and empty straw, ladder-back chair, the human absence is overtaken by hints of presence left behind by the pipe and handkerchief – allowing the viewer to read this marriage of warm ochre and cooler blue brushstrokes as a self-portrait of the artist. Dating from the same year, Paul Gauguin's *Armchair* in much darker tones of reds and greens displays a pensive gesture and equally welcomes symbolic

interpretation. Both of these iconic representations pave the way for the most prominent representations of the chair in the Twenty First Century including Andy Warhol's *Electric Chair* or Joseph Kosuth's *One and Three Chairs*.

Developing the concept heralded by the first Ready-Mades, Louise Nevelson's *Night Sentinel Panel* is a tribute to the very idea of the *objet-trouvé*. Her assemblage guides the viewer through this particular scenery formed by blackened spheres, divided into spare components that may be united to form an identifiable object. This dissolution of single parts challenges the very essence of our comprehension of objects as they are and our abilities to philosophically contemplate the world as an abstract ideal. By recreating a new order, Louise Nevelson conveys a perception of the liminality between spaces, of shadows and movement. Far from being static, her solid compositions create architectural realities that encompass a metaphysical order all of their own. By submerging the entire composition in a matt layer of black paint each element is rendered equal, the inherent significance of each individual component laid bare. The atmospheric environment created by Louise Nevelson's use of black is a masterly example of its chromatic universality, which represents in her eyes the "total colour" containing all colours. This all-unifying choice of tonality can be read as an erasing gesture towards the past, but also captures the affirmative essence of eternal space.

The consistent use of wood may be seen as radical departure from the traditional materials of sculpture appropriated by her male contemporaries. Wood does not signify the weight of Richard Serra's large-scale installations or the solidity of Isamu Noguchi's marble works but rather hints at an organic nature filled with possibility; solid yet malleable. Nevelson however expanded the range material she used in her sculptural works towards industrial products in the mid 1970s, exploring the array of possibilities opened by working with Cor-ten steel, aluminium and Plexiglas which enabled her to fabricate larger-scale installations and execute a variety of public commissions.

Recognized as one of the most important American female artists, the complexity of her monochromatic work eludes categorisation as *Assemblage Art*, *Minimalism* or *Abstract Expressionism*, and is rather considered to be an integral part of and the main link between these movements and had an instant impact. As such as early as the 1950s the artist's work featured in the permanent collections of the Whitney Museum of American Art and MoMa in New York. Acquisitions by major institutions, such as the Los Angeles County Museum of Art, the Louisiana Museum of Modern Art, Humlebæk, Tate Modern, London, the Centre Georges Pompidou, Paris and the Museum Ludwig, Cologne, have followed, as well as many collections in Japan including the Hara Museum of Contemporary Art, Shinagawa. In 1962 Louise Nevelson represented America at the Venice Biennale and received her first retrospective at the Whitney Museum of American Art in 1967.

Above

Joseph Kosuth, *One and Three Chairs*, 1965
 New York, Museum of Modern Art (MoMA) © 2016.
 Digital image, The Museum of Modern Art, New York / Scala, Florence
 © ARS, NY and DACS, London 2016



Above

Vincent van Gogh, *Van Gogh's Chair*, 1888
London, National Gallery © 2016.

© The National Gallery, London / Scala, Florence

49 *

ANDY WARHOL (1928-1987)

14 Small Electric Chairs Reversal Series

1980

signed, dated 1980, inscribed *14 small colored electric chairs reversal series* and with the *Andy Warhol Art Authentication Board* stamp and number *A117.103* on the overlap silkscreen ink and polymer paint on canvas

202.5 by 81.8 cm.

79 3/4 by 32 3/16 in.

£4,000,000 - 6,000,000

US\$5,800,000 - 8,700,000

€5,400,000 - 8,000,000

This work is accompanied by a certificate of authenticity from the *Andy Warhol Art Authentication Board*, Inc., New York.

Provenance

Galerie Bruno Bischofberger, Zurich

Private Collection, Europe

Private Collection, USA

Acquired from the above by the present owner

Exhibited

Zurich, Galerie Bruno Bischofberger, *Reversal Series*, 1980

Vienna, Museum moderner Kunst – Museum des 20. Jahrhunderts, *Warhol '80, Serie Reversal*, 1981

Hamburg, Kunstverein, *Andy Warhol*, 1987, p. 50, no. 25, illustrated in colour

Hamburg, Deichtorhallen Hamburg; Stuttgart, Württembergischer Kunstverein, *Andy Warhol Retrospektiv*, 1993-1994, p. 129, illustrated in colour

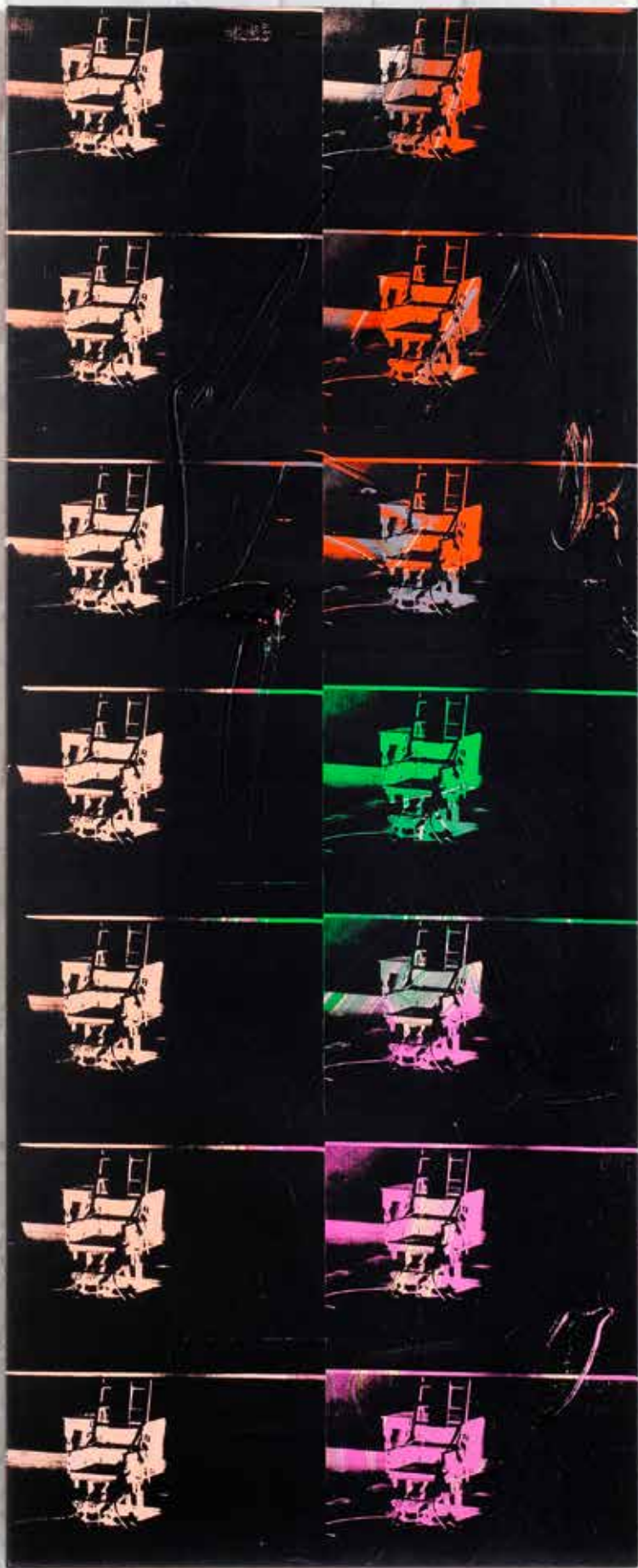
Seoul, Ho-Am Art Gallery, *Andy Warhol: Pop Art's Superstar*, 1994

Zurich, Galerie Bruno Bischofberger, *Chairs*, 2006

Literature

Neil Printz and Remo Guidieri, *Andy Warhol: death and disaster*, Houston 1988, p. 20, illustrated in black and white

Please refer to the separate single lot catalogue for further information



Ambitious in both its scale and its intentions, *14 Small Electric Chairs Reversal Series*, painted by Andy Warhol in 1980, offers a rare opportunity to witness the artist at his most profound. Employing his signature technique of multiple repetition, combined here with a vivid and playful palette, this work is instantly recognisable as a Warhol masterpiece and represents the opportunity to acquire a work of undeniable museum quality. Its subject matter, too, is familiar since the *Electric Chair* that we see represented here could accurately be described as one of his most iconic images, similar *Electric Chair* works now reside in some of the world's most prestigious public and private collections such as the Tate Gallery in London, The Menil Collection in Houston, The Guggenheim in New York, the Philadelphia Museum of Art, the San Francisco Museum of Modern Art and the Boston Museum of Fine Art. It was certainly an image that Warhol viewed as crucial to his own artistic development, as demonstrated by his return to it almost two decades after it first appeared in his work. At a stage in his career in which he was already recognised as a modern master, Warhol took the decision to revisit the iconography which had first made his name, producing new versions of his most influential and ground-breaking early canvases. In *14 Small Electric Chairs Reversal Series* we find Warhol referencing Warhol, revisiting a series which had first established him as a name to be reckoned with, adding a touch of artistic maturity to it in the process. A large canvas which combines arresting visuals with weighty allusion, this painting is both aesthetically and psychologically engaging; sombre yet colourful, uncanny yet beautiful, *14 Small Electric Chairs Reversal Series* embodies nothing less than a Twentieth-Century vision of the sublime.

It is the size of this painting which first grabs your attention. At over two metres high, this stunning painting towers above its audience, its vertical composition pulling the eye ever upwards. Bringing to mind the

skyscrapers of Warhol's own beloved New York, it climbs heavenwards with a steady, almost classical regularity, image after image, on and on. Then it is the colour which attracts the eye, from burning orange to rich emerald to warm purple, illuminating the canvas with a dazzling polychrome array. Finally it is the subject matter itself which emerges, familiar and yet strangely different. Its tones reversed, *14 Small Electric Chairs Reversal Series* presents the viewer with an image of radiant intensity, darkness converted into a searing light, and vice versa. Only when all of these elements come together can the true power of this important painting be appreciated. Lofty and commanding, taller than a man, this is a work of art that makes its presence felt. No surprise then that the record price for an *Electric Chair* image was smashed in 2014, when a 1967-1968 canvas achieved over \$20,000,000 at auction in New York.

14 Small Electric Chairs Reversal Series of 1980 looms large before us, dark yet inviting. The original photographic image has been cropped, with all of the surrounding ephemera visible in earlier paintings, such as the doors and the 'Silence' sign in the background, now excised. The focus of the viewer is drawn inexorably to the vacant chairs themselves, the image repeated over and over in hypnotic regularity. The fact that these chairs are empty is surely significant: while other paintings from the '*Death and Disaster*' series feature victims or even potential rescuers, in this case there is just the chair and, by implication, the viewer. An important work of art by the most important artist of the Post-Modern age, this painting considers the very essence of human existence. Like a doorway into a shadowy realm, *14 Small Electric Chairs Reversal Series* may fill us with trepidation, but still we are irresistibly drawn towards it, like moths to a beautiful, fatal flame.



Detail lot 49

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AUGUSTE RODIN (1840-1917)

*Eternel printemps, second état,
1ère réduction*

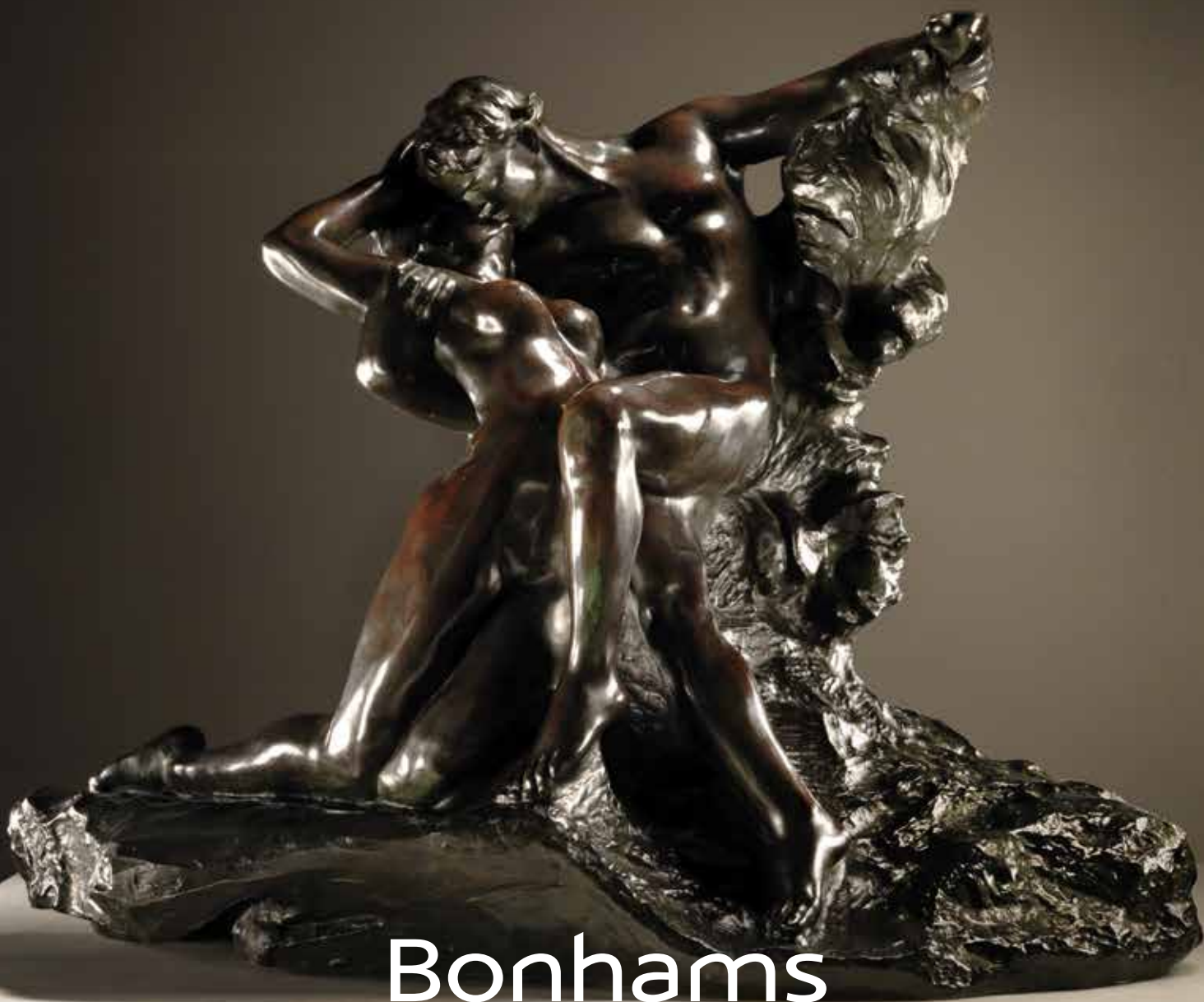
bronze with brown-black patina
66.2 x 83 x 41cm

Conceived in 1884, this version executed
in this size in 1898, the present work cast
between 1905 and 1907

£500,000 - 700,000

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GIACOMO BALLA (1871-1958)

Morbidezze di primavera
oil on canvas laid on paper
56.3 x 45.8cm (22 3/16 x 18 1/16in)
Painted circa 1917
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DU MONDE**

— AU —

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PALAIS**



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MODERN AFRICA**

Wednesday 25 May 2016
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(GHANAIAN, BORN 1944)**

Burnt Wood
46 X 126cm (18 1/8 X 49 5/8in).
£25,000 - 35,000

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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.

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3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

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. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* 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 for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of 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. Nor does the *Seller* owe or agree to owe you as a *Bidder* 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. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

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 do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* 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 is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration 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, please complete a Telephone *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 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*. 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.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. 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 or the identity of his principal) 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. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. 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*. You should be alert to this possibility of changes and ask if there have been any.

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. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to VAT. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each lot purchased:

25% up to £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 of the *Hammer Price*

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

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

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

8. VAT

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

The following symbols 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*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to *Bonhams* 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

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;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques 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, notes or travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust 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 Trust Account
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.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any *Sale*; a 2% surcharge will be made on the balance over £100,000.

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

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805
Email: shipping@bonhams.com

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 licencing 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 Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

As a *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

~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

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.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- 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

CONTRACT FOR SALE

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

2 SELLER'S UNDERTAKINGS

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

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 that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which 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 made by or on behalf of the *Seller* including by *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 when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. 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* after 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 the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

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 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 your order only when *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*.
- 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 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.
- 7.4 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*.
- 7.5 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	9	THE SELLER'S LIABILITY		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> 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.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> 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 <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (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.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> 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.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> 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;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , 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 <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> 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.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;			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.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	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 <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> 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.	10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> 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.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> 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 <i>Seller</i> or to <i>Bonhams</i> by you.				
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> 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 <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS	11	GOVERNING LAW
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> 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 <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> 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 <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:

3.1.1 the Purchase Price for the Lot;

3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and

3.1.3 if the Lot is marked ^[AP], 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.

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, 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 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 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 Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.

6.2 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	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1			9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> 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
7.1.1		7.4	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2				
7.1.3				
7.1.4		8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.5		8.1	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> 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 <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6		8.1.1	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7		8.1.2	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8		8.1.3	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9		8.1.4	10 OUR LIABILITY	
7.1.10		8.2	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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11		8.2.1	10.2	Our duty to you while the <i>Lot</i> 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 <i>Lot</i> or to other persons or things caused by:
7.2		9 FORGERIES	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		9.1	10.2.2	changes in atmospheric pressure; nor will we be liable for:
		9.2	10.2.3	damage to tension stringed musical instruments; or
		9.2.1	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> 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.
		9.2.2		
		9.2.3		

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

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

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

12 MISCELLANEOUS

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

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

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

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

"**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" a person who has 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's* 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's* 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.

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams's* normal business bank account.

"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's* instructions to sell a *Lot*.

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (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."

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

Bonhams

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Paddle number (for office use only)

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

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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.

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, 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. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Sale title: Post-War & Contemporary Art		Sale date: 11 February 2016													
Sale no.: 23158		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														
£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															
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Company name (to be invoiced if applicable)															
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City		County / State													
Post / Zip code		Country													
Telephone mobile		Telephone daytime													
Telephone evening		Fax													
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