

THE SOUTH AFRICAN SALE

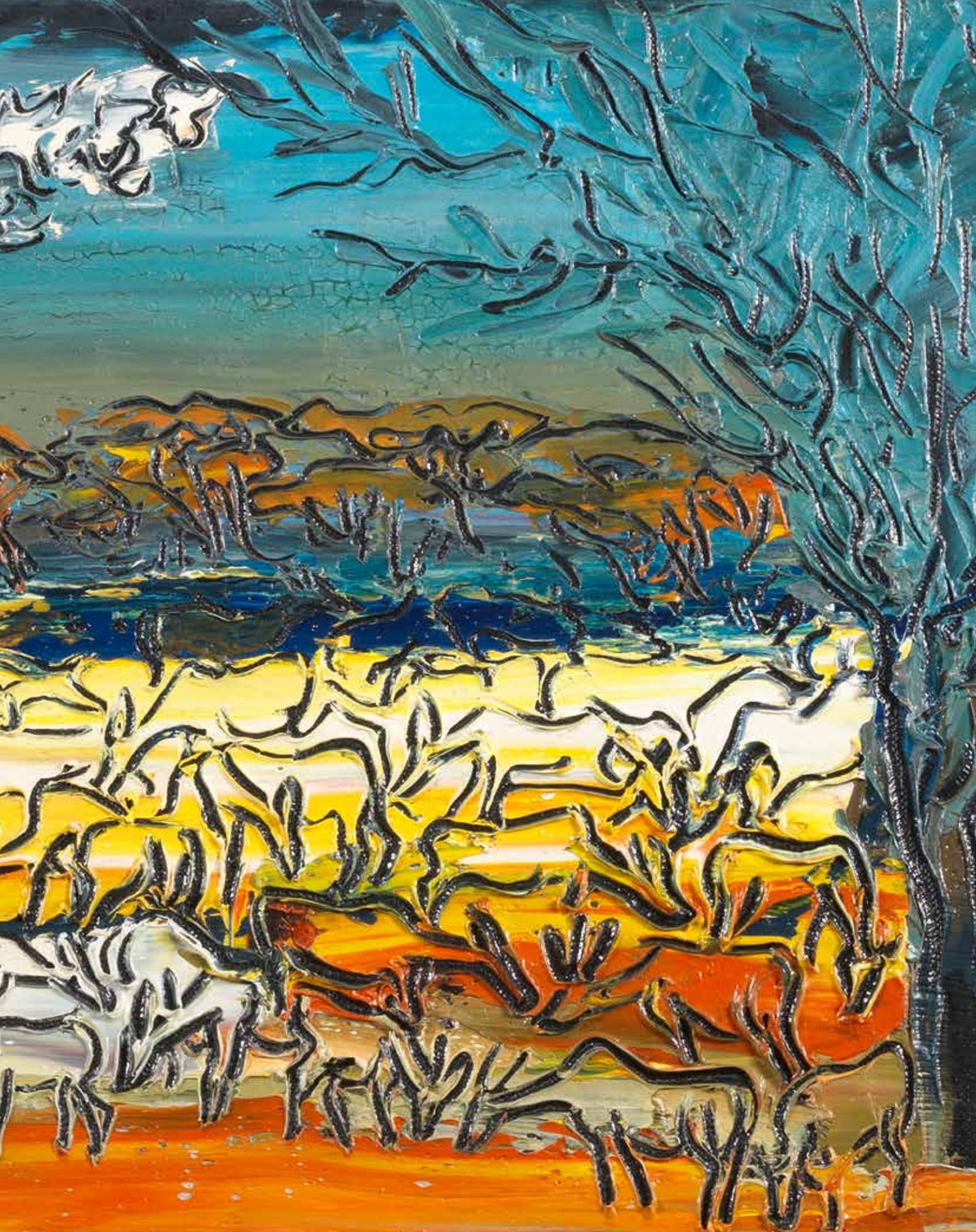
Wednesday 16 March 2016



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THE SOUTH AFRICAN SALE

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23279

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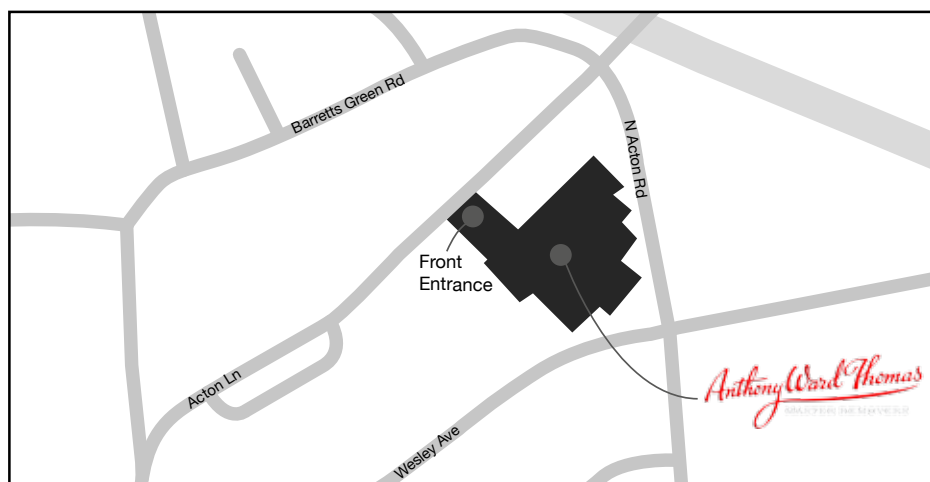
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SOUTH AFRICAN ART AT BONHAMS



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1 *

AFTER ANTON VAN WOUW (SOUTH AFRICAN, 1862-1945)

'The bushman hunter'

signed 'A VAN-WOUW-' (to base behind right foot)

bronze

47.5 x 20 x 25cm (18 11/16 x 7 7/8 x 9 13/16in).

£5,000 - 8,000

€6,600 - 11,000

Provenance

Purchased in Johannesburg by the present owner, 1960s.
Private collection, United States.

Literature

University of Pretoria, *Anton van Wouw: en die van Wouwhuis*,
(Pretoria, 1981), another edition illustrated p. 27.

A.E. Duffey, *Anton van Wouw: The Smaller Works*, (Pretoria, 2008),
another edition illustrated pp. 36-38.

The bushman hunter is an extremely fine example of van Wouw's peerless skill in rendering the finest of details, such as the folds of skin on the hunter's back and the curls in his hair. The figure is one of the most popular of all van Wouw's smaller works. Duffey opines:

"One already sees with these early smaller sculptures how van Wouw, with his sterling technique and acute observational abilities, portrayed his subjects in the finest detail.....without detriment to the monumentality of the composition as a whole. The quality of the casting, which the founders G. Massa and G. Nisini of Rome did for him during this period, was never surpassed and doubtlessly contributed to the high quality of these smaller works."

The model for this small sculpture was a Bushman called Korhaan, who stayed for a year with van Wouw as a servant and model. Unused to clothing, he is said to have gone about his duties in the nude. Following his stay with van Wouw, Korhaan was taken to America by his next employer. There he was exhibited as a human rarity and eventually found his way into Barnum and Bailey's circus, where he worked for more than thirty years.

Bibliography

A.E. Duffey, *Anton van Wouw: The Smaller Works*, (Pretoria, 2008).



2

ROBERT BAIN (SOUTH AFRICAN, 1911-1973)

'The Human Tide'

Carrara marble

25.5 x 25 x 15.5cm (10 1/16 x 9 13/16 x 6 1/8in) (including base).

£3,000 - 5,000

€3,900 - 6,600

Exhibited

Cape Town, The Association of Arts Gallery, *Exhibition of Sculpture by Prof. Robert Bain A.R.B.S.*, 13-25 August 1962, no.16.

Born in Edinburgh, Scotland, Bain and his family moved to South Africa in 1937, where he took up a post as senior lecturer at the Port Elizabeth School of Art. After the war he attended the Accademia di Belle Arti in Florence. In 1956, he became Head of the Johannesburg School of Art, a post he held for fifteen years.





3 *

FRANS DAVID OERDER (SOUTH AFRICAN, 1867-1944)

Transvaal farm scene
signed and dated 'F.D.Oerder '96' (lower left)
oil on canvas
61 x 46.5cm (24 x 18 5/16in).

£5,000 - 8,000

€6,600 - 11,000

Provenance

Purchased in South Africa prior to mid-1950s.
Thence by direct descent to the current owner.

Born in the Netherlands, Frans Oerder began his artistic training at the Rotterdam Academy. Following further study in Italy and Brussels, he moved to Pretoria in 1890 to take up a teaching post at what is now the Pretoria High School for Girls. During this period, he worked with the renowned sculptor Anton van Wouw. In 1896, the year the present lot was painted, he undertook a trip to Zululand and held his first solo exhibition in Cape Town. These early works reflect his European training and exposure to the Dutch Masters and French Impressionists. At this time, Oerder focused primarily on genre scenes and landscapes, becoming one of the first artists to capture the unique light and colour of the Transvaal landscape.

4 *

FRANS DAVID OERDER (SOUTH AFRICAN, 1867-1944)

At the well
signed 'FD Oerder' (lower right)
oil on canvas
45.5 x 31cm (17 15/16 x 12 3/16in).

£4,000 - 6,000

€5,300 - 7,900

Provenance

Montmartre Gallery, Pretoria.

In 1899, Oerder joined the Boer forces and became South Africa's first official war artist. He was captured by the British in 1900 and interned in the prisoner of war camp at Meintjeskop. Following his release in 1903, he travelled to the East African coast, where the present lot was most likely painted. In 1908 he returned to Holland, where he began to paint the still lifes that subsequently made his reputation. Oerder would not return to South Africa until 1938.

5

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Willow trees

signed and dated 'J.H.Pierneef 1918' (lower left)

gouache and gold paint

29.5 x 39.5cm (11 5/8 x 15 9/16in).

£10,000 - 15,000

€13,000 - 20,000

"I have studied the [willow] tree to the point of exhaustion. I know every bend in its trunk or its heavy branches. I could draw by heart every gnarl in its bark. The willow is the most beautiful tree that I know in SA, especially in the winter" (the artist, as quoted in Nel 1990, p.43).

The willow was Pierneef's most beloved tree. He enjoyed painting their heavy gnarled trunks, flowery leaves and stark branches. Over the course of his life, Pierneef made hundreds of drawings of trees in fine detail. A large weeping willow shaded the artist's home in De Waal Street, Pretoria, where he lived following his marriage to Agatha Delen in 1910. The subject of the willow was so prevalent in his work that contemporaries amusingly described his first solo exhibition at the J.H. de Bussey Building in Pretoria in October 1913, as propagating the "cult of the willow". He subsequently returned to the motif at later stages in his career.

Pierneef used a very similar composition to the present lot for his linocut '*Wilkerbome*' (illustrated in Nilant 1974, plate 81). The artist's linocuts frequently informed his painting style; here the willow tree is boldly delineated in a shallow foreground. This stylisation demonstrates Pierneef's great love for decorative surfaces.

The decision to depict the tree in stark black sets this work apart in the artist's oeuvre. He abandoned the technique early in his career. Rare examples are *Die Rooiberge, KP*, 1911 (Marita Bailey-Pierneef collection, illustrated in Nel 1990, p.154) and *Mountains and Trees* (sold by Strauss & Co, 16 May 2011, lot 25). Both these works portray their subjects in a manner similar to batik or printing. Perhaps the most noteworthy example is *The Golden Willow*, previously in the private collection of the artist. As with the current lot, the blackened branches of the tree frame the scene. Gold paint has been applied over the top to suggest the glow of a sunset, against which smaller willows are silhouetted.

Bibliography

P.G. Nel, *Pierneef*, (Cape Town, 1990).

F.E.G. Nilant, *Pierneef Linosnee*, (Cape Town, 1974).

'A Pretoria boy's pictures', *Pretoria News*, 3 October 1913.







6 *

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Riverscape

signed and dated 'JH Pierneef 15' (lower left)

oil on canvas

39 x 60cm (15 3/8 x 23 5/8in).

£15,000 - 25,000

€20,000 - 33,000

Provenance

Montmartre Gallery, Pretoria.



7 *

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Landscape

signed and dated 'Pierneef 19' (lower left)

oil on canvas

25.5 x 31cm (10 1/16 x 12 3/16in).

£8,000 - 12,000

€11,000 - 16,000

Provenance

Stephan Welz and Co., Johannesburg, 8 November 1999, lot 576.

8WT

ALFRED NEVILLE LEWIS (SOUTH AFRICAN, 1895-1972)

Sir Daniel and Lady Hall
signed 'LEWIS' (lower right)
oil on canvas
94 x 142cm (37 x 55 7/8in).

£7,000 - 10,000

€9,200 - 13,000

Exhibited

London, Royal Academy, *Summer Exhibition*, 7 May - 11 August 1923,
no. 585.

Cape Town-born artist Neville Lewis began his artistic education at the Slade School of Fine Art in London in 1914. Following two years of study, he served in the British army in France and Italy during the Great War before returning to London in 1919, where he made a living as a portrait painter until 1938.

This impressive double portrait, painted when Lewis was only 28 years old, was his first to be accepted for exhibition at the Royal Academy. The sitters are Sir Alfred Daniel Hall, FRS, (1864-1942) and his second wife Ida, née Beaver. Sir Daniel was an 'agricultural educationist' from Rochdale, Lancashire. He was principal of Wye College and director of Rothamsted Experimental Station. He was elected as a Fellow of the Royal Society in 1909, and made KCB in 1918 for service as the Chief Scientific Adviser to the Ministry of Agriculture. Author of various books on agriculture and science, he delivered a paper in Cape Town in 1905 on 'Recent developments in agricultural science'; he also wrote a paper on 'Rural education appropriate to colonial life and agriculture in South Africa'. His personal interests included tulips and oriental art, as is evidenced in the present lot; indeed he went on to publish *The Book of the Tulip* in 1929.

The portrait was probably commissioned to commemorate Sir Daniel's second marriage. His first wife, Mary, passed away in 1921, and he married the second Lady Hall the following year. In the lower right corner of the painting we can see a letter in Sir Daniel's hand. It is signed 'A Neville Lewis', and most likely contains correspondence regarding this commission.

Bibliography

Paul Brassley, 'Hall, Sir (Alfred) Daniel (1864-1942)' in the *Oxford Dictionary of National Biography*, (Oxford, 2004).





IRMA STERN (SOUTH AFRICAN, 1894-1966)

Swazi Youth

signed and dated 'Irma Stern / 1929' (lower left)

oil on canvas

98.5 x 97.5cm (38 3/4 x 38 3/8in).

£200,000 - 300,000**€260,000 - 390,000****Provenance**

Purchased directly from the artist.

Private Collection.

LiteratureM. Arnold, *Irma Stern: A Feast for the Eye*, (Vlaeberg 1995), illustrated p.68.

Irma Stern derived much of her artistic inspiration from her travels around Africa and Europe. She had a deep love of the exotic and was fascinated by differences in dress and appearance amongst African peoples. In applying the principles of German Expressionism to her subjects, Stern developed a powerful, highly individual style of portraiture.

Stern's exploration of the African continent began in earnest in the 1920s. During this decade, she visited Umgababa, the northern Transvaal, Zululand, Natal, Swaziland and Pondoland. Her first impressions are captured in a series of breathtakingly vibrant and colourful portraits, of which *Swazi Youth* is a brilliant example.

Stern spent her formative years training in Germany under the instruction of the Expressionist artist Max Pechstein. Pechstein and his contemporaries were disillusioned with modern urban society and believed that art produced in this context was inevitably artificial and contrived. They turned to the natural world in their search for greater

artistic authenticity. Stern returned to Africa imbued with these ideas. Much of the continent was still pre-industrial, and Stern viewed these undeveloped areas "as a rich mine of light and colour that could intoxicate, challenge and arouse her vision. It allowed her to escape from the constraints of the world around her and take refuge in self-expression".

In many ways, *Swazi Youth* is a romanticised depiction of man in a state of nature. The youth's pose, with his arms outstretched behind his head, suggests a carefree attitude, free from the constraints of urbane social conventions. The portrait is Expressionist in that it reveals as much about Stern's longings as it does her subject. However, it is unfair to view the work simply as a projection of the artist's romanticism. The detailed depiction of the youth's golden neck and arm bands reveal a genuine interest in the dress and customs of the Swazi people. Stern set herself apart from the German Expressionists by adopting a more representational style, grounded in direct experience and observation.

The light and colour of the African landscape left an indelible mark on Stern's psyche. In *Swazi Youth* the subject is positioned in an Edenic landscape, characterized by lush green hills, rich red soil and intense blue sky. The composition is made up of gentle, curvilinear lines that communicate an atmosphere of harmony and tranquility.

There are many similarities in style and subject between the present lot and *Swazi girl*, sold in these rooms on 10 September 2008, lot 313.

The original owner of this work purchased it directly from Irma Stern when visiting the artist's studio under the direction of Stern's great friend Roza van Gelderen.

BibliographyM. Arnold, *Irma Stern: A Feast for the Eye* (Vlaeberg, 1995) p.100.A. Lewis, *Journeys to the Interior: Unseen works by Irma Stern 1929-1939* (Cape Town, 2006) p.28.



10 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Still life with anemones

signed and dated 'Irma Stern/ 1934' (upper left)

oil on canvas

56 x 59cm (22 1/16 x 23 1/4in).

£180,000 - 220,000

€240,000 - 290,000

Provenance

Private Collection, South Africa.

Irma Stern's floral still lifes are amongst her most sensual and lavish works. The exuberance of these compositions reveal the great pleasure the artist took in rendering such a variety of colours and textures.

In *Still life with anemones*, the warm reds, yellows and pinks of the central flowers are set against a cool green backdrop. Stern frequently used complementary colours to bring out key features in her paintings. A still-life of the same subject executed in 1938 utilizes a similar technique (illustrated in Arnold, p.138).

The still life is painted with broad, vigorous brushstrokes more communicative of the artist's emotional state than the flowers' realistic appearance. The thick passages of impasto reveal Stern's increasing confidence. Only a few years before, she had suffered a minor nervous breakdown as her marriage to Johannes Prinz disintegrated. As Stern

emerged from this period of emotional turbulence, she turned to her art for solace, expressing her new found freedom through paint. Her beloved garden and studio at the Firs provided the comfortable and nurturing environment she needed. Gradually she was able to bring her feelings under control, a transformation reflected in her paintings. As Marion Arnold comments: "[her] flowerpieces mark the last stage of a long procedure that imposes order on nature".

Stern was well aware of the powerful emotional symbolism of her still lifes. She described the cathartic process of arranging the flowers before an afternoon of painting:

"I have built an altar, and every afternoon when the sun reaches its zenith I lay an offering upon it – slender white calla lilies, so inviolate and charming – red, wild pomegranate flowers – ripe, sun-warmed figs – little snowy spring blossoms – long, white, cold thorn branches, when it is thorns that are making me suffer – pomegranates split open...!" (Schoeman, 1944)

Bibliography

M. Arnold, *Irma Stern: A Feast for the Eye* (Vlaeberg, 1995).

K. Schoeman, *Irma Stern: the early years, 1894 – 1933*, (Cape Town, 1944), p. 31.



11 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Woman with a yellow headscarf and pot
signed and dated 'Irma Stern /1941' (upper left)
oil on board
61 x 51cm (24 x 20 1/16in).

£40,000 - 60,000

€53,000 - 79,000

Provenance

Montmartre Gallery, Pretoria.
Private Collection, South Africa.

"It was always Africa, in the early years, that was her primal source. Here was freedom, vibrancy, the elusive Paradise that she could touch, smell and paint. Here she could escape from her ungainly body. Here, metaphorically, she could be naked among a host of graceful strangers. For her this was more than a reflection of an idealised self; it was the confirmation of the Other within herself and the chance to define herself as an artist through it."

Before the Second World War and her visits to Zanzibar and the Congo, Stern had spent time in Paris and other parts of Europe. Her dealer tried to convince her to hold an exhibition there, but the forebodings of war excluded the possibility. She noted in her diary: "Shall have one a bit later – when I can breathe again and need the feeling of a European connection."

The restrictions of war in Europe had a profound impact on Stern, both in terms of her psyche and her career path. In 1937 she wrote to Richard Feldman from Florence: "I do not know how I shall fit into African boredom again - I have re-acquired all my European habits of love for everything the best... If I think of Adderley Street I shudder. Maybe I go straight up to Zululand." If war had not curtailed her access to Europe, Stern might have spent increasing time on the Continent. As it was, she was compelled to travel within Africa in the 1940s, journeys that inspired some of her greatest masterpieces.

In the early 1940s interim between her trips to Zanzibar (1939) and the Congo (1942), Stern revisited the influences of her 1920s work in Zululand, Swaziland and Pondoland, reworking the subject matter with the thicker brushwork and broader colour palette that she had developed over the 1930s.

Bibliography

M. Arnold, *Irma Stern: A Feast for the Eye*, (Vlaeberg, 1995), pp. 49, 97.
M. Berman, *Remembering Irma, Irma Stern: A memoir with letters*, (Cape Town, 2003), p. 57.
N. Dubow, 'Remembering Irma: A Private View' in *Irma Stern: Expressions of a Journey exhibition catalogue*, (Johannesburg, 2003), p.55.



12

MAGGIE (MARIA MAGDALENA) LAUBSER (SOUTH AFRICAN, 1886-1973)

Landscape with cow, bird and sheep
signed 'M Laubser' (lower left)
oil on board
41 x 46cm (16 1/8 x 18 1/8in).

£15,000 - 20,000

€20,000 - 26,000

Provenance

Purchased directly from the artist by Prof. and Mrs M Shear, Johannesburg, circa 1966.
Thence by descent to current owner.

Exhibited

Pretoria, South African Association of Arts Gallery, *Maggie Laubser*, 1 - 13 November 1965.

Literature

Pretoria News, 2/11/1965, illustrated.
D. Marais, *Maggie Laubser her paintings drawings and graphics*, (Johannesburg and Cape Town, 1994), cat no. 1634, illustrated.

During the 1950s, Laubser painted an increasing number of landscapes. The scenes were inspired by her visits to Langebaan and the adjoining coastal areas. Geese, ducks, sheep and farm labourers are recurring motifs in these works. After she settled in the Cape, Laubser was able to walk to the beaches and observe the many varieties of bird. Her paintings from this period reflect this interest, geese, chickens and cranes often occupy the veld landscape.

Laubser's art underwent a stylistic change in this period. Her farm scenes bore less resemblance to real landscapes; the animals and figures became abstract motifs set against a flattened background. The move towards abstraction can partially be attributed to the artist's inward gaze. After her move to the Strand, Laubser was physically isolated, and in 1957 her brother Conrad fell seriously ill and died. It was a time of great loneliness for Laubser. Her prodigious output in these years suggests she turned to her work for solace.

The artist maintained her connection to the outside world through her exhibitions. Between 1950 and 1960, she participated in twenty-two shows. The current painting was displayed in 1965, as part of a solo exhibition she held at the South African Associations of Arts Gallery.

Bibliography

D. Marais, *Maggie Laubser: her paintings, drawings and graphics*, (Johannesburg, 1994) pp. 52-55.



13 *

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Free State Landscape

signed and dated 'Pierneef 36' (lower left)

oil on board

51 x 61.7cm (20 1/16 x 24 5/16in).

£60,000 - 90,000

€79,000 - 120,000

Provenance

Stephan Welz & Co., Johannesburg, 31 July 2006, lot 393.

Private Collection, South Africa.

Pierneef is singularly important in his celebration of the South African landscape. His paintings celebrate the vast grasslands of the Highveld, majestic cloud formations, great swathes of fertile farmland and famed mountain ranges. Pierneef was a firm advocate of realism; however, he frequently deconstructed and reconstructed the picture plane to bring his landscapes in line with his own image of South Africa's truthful essence.

The small trees and shrubs that occupy the area at the foot of the mountains in this work are dwarfed by the immensity of the landscape behind them. This was a common trope in Pierneef's work; he would often populate the foreground with small figures, miniature buildings or foliage to emphasise the sublimity of the landscape behind:

"He is teaching us to see, understand and to appreciate the rolling miles of veld with the blue mountains in the distance, the strange almost fantastic trees that dot the landscape of our own land" (T. Roos, as quoted in Coetzee, 2010).

By 1936 Pierneef's style had reached full maturity. The geometric experimental period of the early 1930s had developed into a more assured style. Trees and mountains in these works have an emblematic quality.

The rich soil of the Free State, combined with a pleasant climate, makes it an ideal area for crop cultivation; a fact Pierneef celebrates with the rich, earthy fields in the foreground. However, there are no signs of human agricultural intervention, no trace of a farmhouse or machinery. Instead the landscape appears beautifully self-sufficient. With Pierneef, pure nature becomes the motif, stripped of all particulars. Without shadows to identify the time or season, the viewer is encouraged to appreciate the pure beauty of these surroundings.

Bibliography

N.L. Coetzee, *J.H. Pierneef: the Station Panels*, exhibition catalogue, (Stellenbosch, 2010).

W. van Rensburg (ed.), *A space for landscape: the work of JH Pierneef*, (Marshalltown, 2014).





14 *

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Maluti Mountains at Ficksburg
signed 'JH Pierneef' (lower left)
oil on board
29.5 x 39.5cm (11 5/8 x 15 9/16in).

£20,000 - 30,000

€26,000 - 39,000

Provenance

Stephan Welz & Co., Johannesburg, 20 October 2003, lot 336
catalogued as 'Mountain Landscape'.
Stephan Welz & Co., Johannesburg, 31 July 2006, lot 395.
Private Collection, South Africa.

Pierneef made his first trip to Ficksburg in the Free State in early 1922. The headmaster of the town's high school asked Pierneef to execute a series of Bushman panels inspired by his love of rock engravings, his first major commission as an artist. After completing the commission, he travelled around Lesotho (then Basutoland), where the Maluti (or Maloti) Mountains create an impressive skyline. Ficksburg sits at the foot of the imposing *Imperani Mountain* that stands at 1750m. The range as a whole then extends 100km into the Free State, and is part of the Drakensburg system that occupies an extensive area within central South Africa.

Pierneef later revisited Lesotho in 1936, and on this trip remarked in a letter to his friend and critic A.C. Bouman that after travelling extensively around the area he had "found wonderful designs for stylised work in Basutoland". The artist also returned to the subject of the majestic Maluti Mountains on several other occasions, the most notable example being *Malutis, Basutoland*, one of the twenty-eight panels commissioned for the interior of the Johannesburg Station building (1929).

Bibliography

P.G. Nel (ed.), *J.H. Pierneef: His life and his works*, (Cape Town and Johannesburg, 1990), pp. 50-85.





15

MAUD FRANCES EYSTON SUMNER (SOUTH AFRICAN, 1902-1985)

English landscapes, a set of four:

View of the Thames, Chelsea

'Eathorpe Park'

'Church Square'

'Garden Table'

all signed 'SUMNER' (three lower left, one lower right); one inscribed with title 'Eathorpe Park' (verso), two bear inscriptions 'Church Sq' and 'Garden Table' (verso)

pen and ink and watercolour

one 50 x 65cm (19 11/16 x 25 9/16in); another 64 x 49cm (25 3/16 x 19 5/16in); the others 47.5 x 63.5cm (18 11/16 x 25in)

(4).

£2,500 - 3,500

€3,300 - 4,600

Provenance

Private Collection, United Kingdom.



Maud Sumner was born in Johannesburg, the daughter of an English brewer. In October 1922, she went to Oxford University to study English literature, a time when women were in a significant minority. Sumner's passion had always been for art and, after a period studying at the Westminster School of Art, she went to Paris where she studied at the Académie de la Grande Chaumière.

When visiting London, Sumner stayed at the residence of the International Women University Graduates' Association, Crosby Hall on Cheyne Walk, where Chelsea Embankment meets the north side of the Albert Bridge. She occupied one of the front rooms, which also served as her studio, with a view of the river Thames and Battersea Power Station on the opposite bank. Unsurprisingly this was a popular subject for the artist, in both watercolour and oils. The present lot depicts the Thames as viewed from the Albert Bridge, looking east towards Chelsea Bridge and the Battersea Power Station beyond.

Holidays were spent at Eathorpe Park in Warwickshire, where her father had been married and her grandmother and aunts still lived. Sumner saw Eathorpe as her second home, until it was sold in the 1950s:

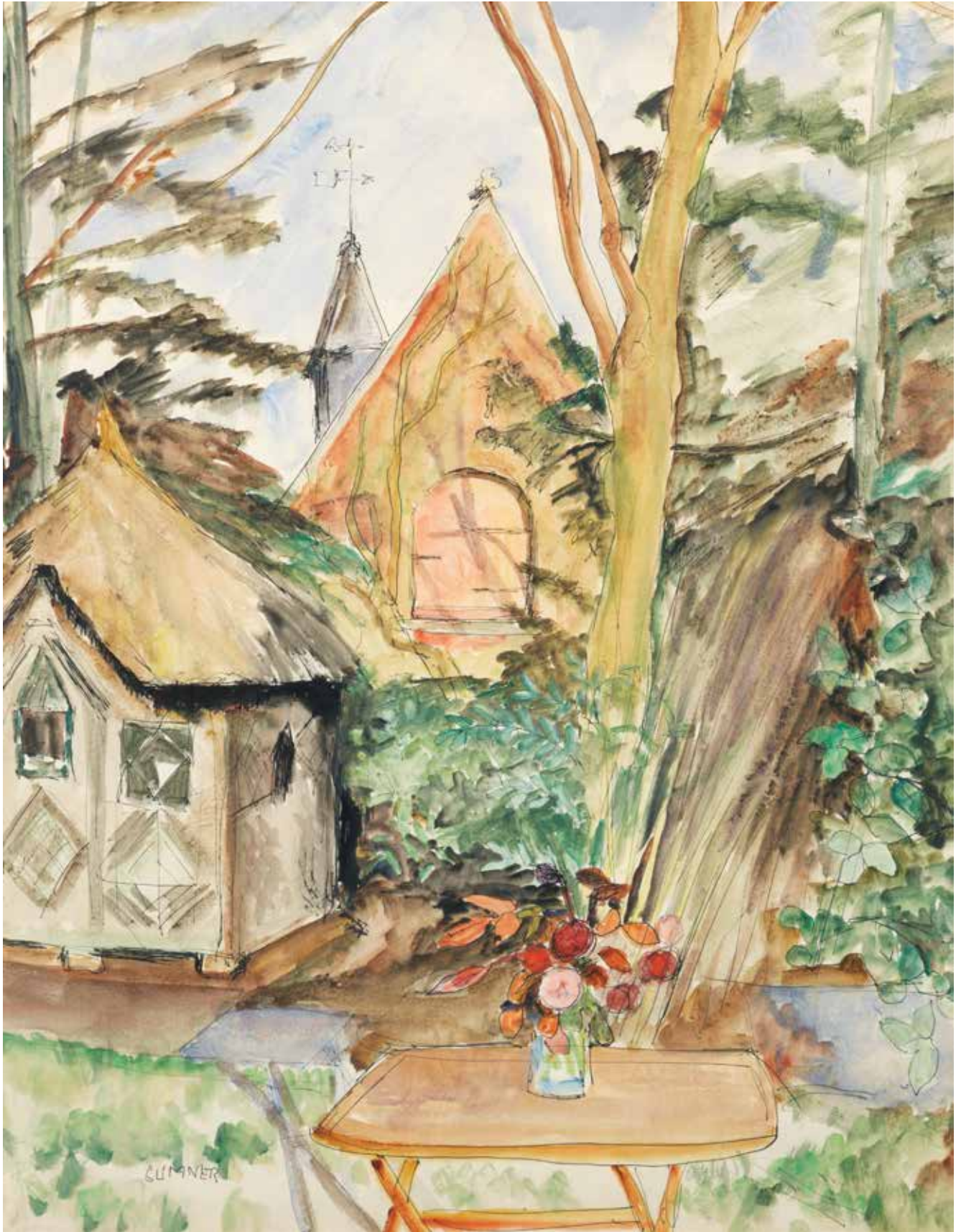
"...Eathorpe belongs to me more than it has ever belonged to anyone. And the reason is that the Spirit of the Place has adopted me. As I am not in possession of Eathorpe, but rather possessed by it, I am never here for very long, and yet when I am in France or Spain, Holland, Italy or Africa, the Spirit sends me such urgent messages to return that I can find no rest except here, and I am more at home as a visitor in my aunts' house, than in my own father's place, or my own atelier in France..." (the artist, as quoted in Harmen 1992, p.201).



Garden Table depicts the garden at Eathorpe, with its summer house and the distinctive gable end of the stable block. Other studies of Eathorpe dating to the 1930s and 1940s can be found in the collections of Iziko South African National Gallery in Cape Town, the Johannesburg Art Gallery, the Ashmolean Museum, Oxford, and the Municipal Art Gallery in The Hague.

Bibliography

F. Harmsen, *Maud Sumner: Painter and Poet*, (Pretoria, 1992).



16

**MAUD FRANCES EYSTON SUMNER (SOUTH AFRICAN,
1902-1985)**

Domestic interior

oil on canvas

51 x 60.5cm (20 1/16 x 23 13/16in).

£5,000 - 8,000

€6,600 - 11,000

Provenance

Private Collection, Europe.

Bonhams London, The South African Sale, 25 Oct 2011, lot 29.

Private Collection, United Kingdom.

Sumner worked in Europe for most of her career, away from her South African contemporaries. On completing her studies in Oxford she moved to Paris in 1926, where she enrolled in the Ateliers d'Art Sacré. The Ateliers' founders, George Desvallières and Maurice Denis, introduced the young artist to the works of Cézanne, Renoir and Vuillard. Sumner was inspired, finding "a lively spirit of adventure, a richness of colour and a perfection in taste that I had not found in the London School of Painting".

Heavily influenced by the Nabis, the present lot is typical of Sumner's *Intimiste* paintings of the 1930s, when her work focuses on cosy domestic interiors with bright patterned fabrics. As seen here, these paintings often incorporate vases of flowers, haphazardly arranged, to suggest an escape from the stifling interior to the natural world. The artist's presence is acknowledged by the deliberate inclusion of her artist's jacket, casually draped across a chair in the foreground, as well as hinted at by the mirror (although her reflection is not yet seen as it often is in later works). Many comparisons can be drawn with Sumner's best-known paintings from this period, including *Interior, chez Maria Blanchard* (Johannesburg Art Gallery), *La poupée rose* (Nelson Mandela Metropolitan Art Museum, Port Elizabeth) and *Muse, 72 rue Notre Dame des Champs* (Pretoria Art Museum).

Sumner would continue to work in this naturalist vein until the 1940s. Returning to Paris after the Second World War, she was exposed to the Rayonist movement, encouraging her own experiments with fragmentation and abstraction.

Bibliography

F. Harmsen, *Maud Sumner, Painter & Poet*, (Pretoria, 1972).

C. Eglington, *Maud Sumner*, (Cape Town, 1967).





17 *

FREIDA LOCK (SOUTH AFRICAN, 1902-1962)

'Little Interior'

signed 'Freida Lock' (lower left); inscribed 'Little Interior' (verso)

oil on canvas

38 x 28cm (14 15/16 x 11in).

£10,000 - 15,000

€13,000 - 20,000

Provenance

Purchased directly from the artist.

Thence by direct descent to the current owner.

During the years between WWI and WWII, London became the training ground for many young South African artists. Freida Lock was one such student, attending Heatherley School of Art and the Central School of Art between 1934 and 1937 where she was introduced to the works of post-Impressionists such as Van Gogh, Cézanne and Braque. Lock would go on to found the New Group on her return to South Africa in 1938 with fellow Heatherley student Gregoire Boonzaier, whom she met through the English artist Percival Small in Cape Town. The influence of this European modernist education exposed what Lock and her contemporaries considered to be the artistic failings of the conservative art establishment in South Africa. The aim of the New Group was "to introduce new concerns and techniques".

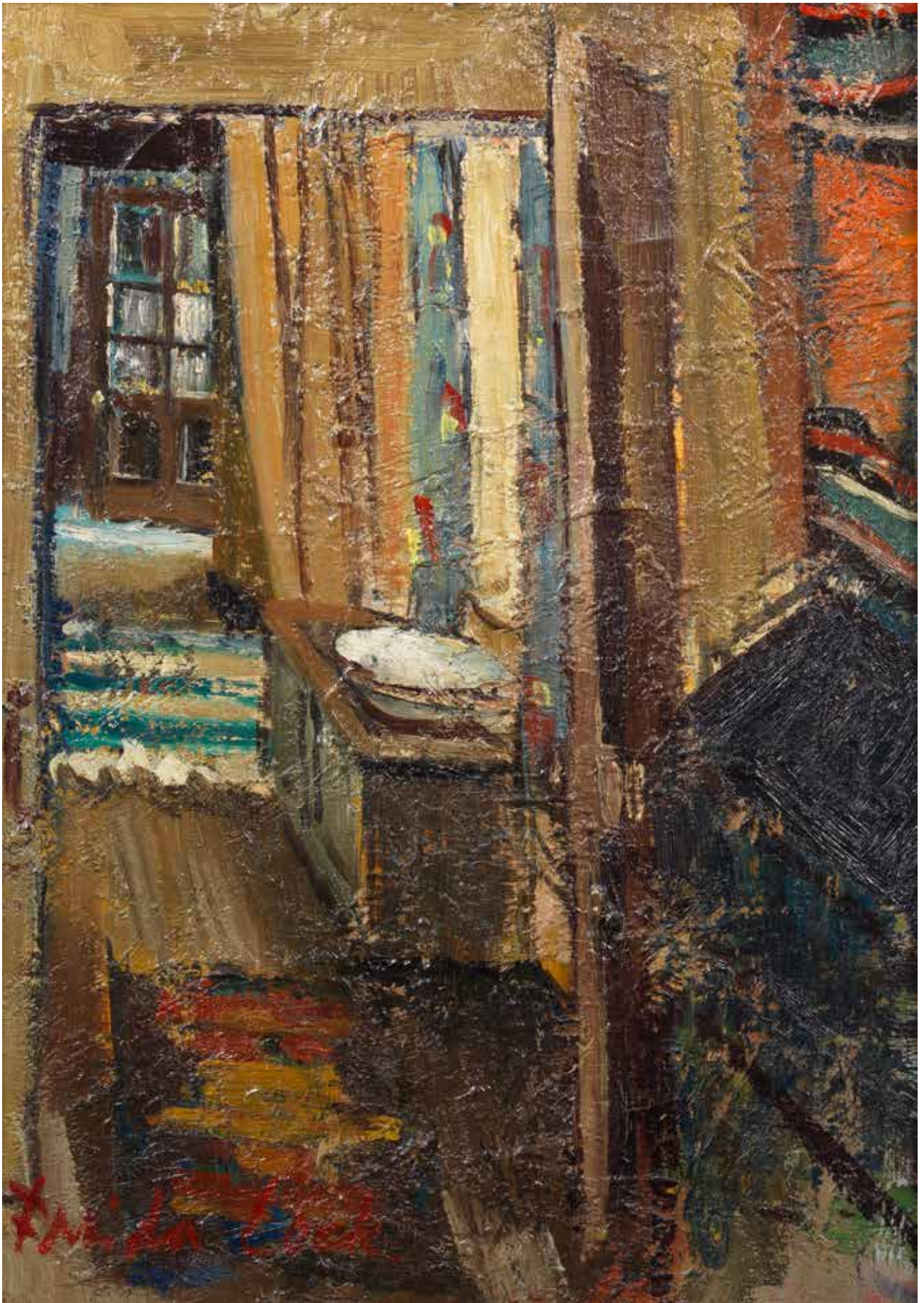
Lock is famed for her interior scenes. Influenced in particular by Van Gogh and his indoor works, such as the intimate *Bedroom in Arles*, she was inspired by Cape Town's picturesque Dutch Malay homes. Lock herself owned a home at 71 Bree Street and then Westoe in West Mowbray, and would complete studies in and around the rooms and corridors: "She had a way of making a home out of nothing, transforming almost derelict interiors with coats of bright paint", Desiree Picton-Seymour once commented.

The current work is an excellent, intimate example of this subject. A sense of warm intimacy is produced by the narrowing perspective towards an open door, framed by the walls and floors filled with vivid rugs and tapestries. Characteristic of Lock's handling, the draughtsmanship is quick and the supple lines exaggerate the character of the period architecture and décor. The composition of this work is reminiscent of a similar oil work *Interior* (1945, Sanlam Collection), where the viewer's eye is similarly led to the centre of the work with an open door, promising sunlight and space.

Bibliography

E. Bedford, 'Freida Lock' in *Our Art 4* (Pretoria, 1993), pp. 34-41.

E. Berman, *Art and Artists of South Africa* (Cape Town, 1983).





18

FREIDA LOCK (SOUTH AFRICAN, 1902-1962)

'Dhows in Harbour'

signed and dated 'Freida Lock '47' (lower right); inscribed with title (verso)

oil on canvas

51 x 61cm (20 1/16 x 24in).

£7,000 - 10,000

€9,200 - 13,000

Following in the footsteps of fellow artist Irma Stern, Freida Lock travelled to Zanzibar in 1947 looking for fresh inspiration. She resided there for eighteen months, immersing herself in the culture of the Arab community. The 'exotic' nature of the island excited Lock's artistic passions, so different from her experiences in South Africa and London.

This was a highly prolific period for the artist; visits to the bustling markets and the dhow harbours fuelled her creative fire. The blues and greens of the Indian Ocean and tropical vegetation offered her

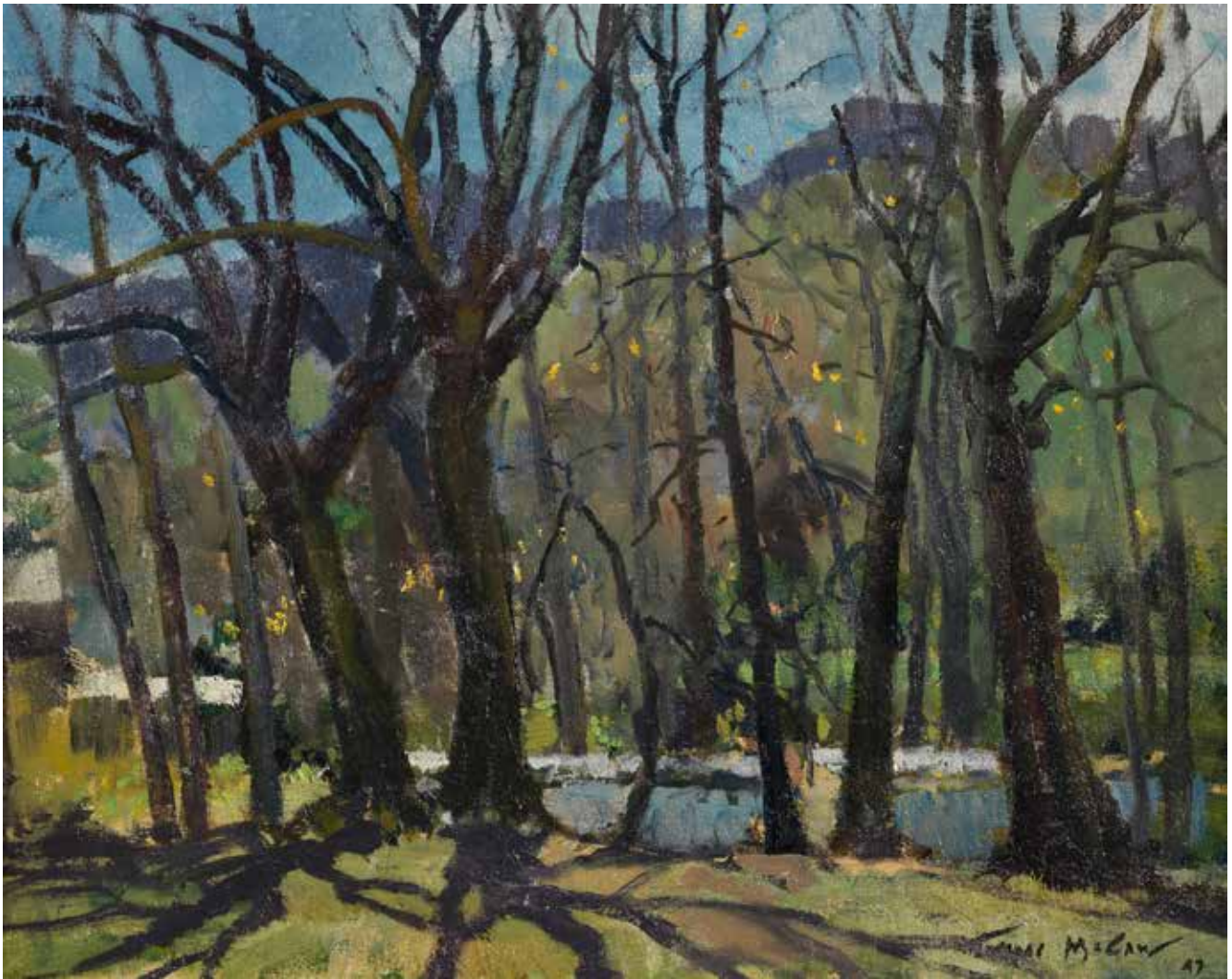
the perfect opportunity to experiment with a vibrant palette. Dated 1947, *Dhows in Harbour* was painted within the first few months of her arrival. The billowing sails of the dhows are depicted in broad, energetic brushstrokes. The liberal application of white paint is characteristic of Lock; as Esme Berman observes, "She seemed to enjoy particularly the chalky tone and texture obtained from zinc-white applied in thick impasto".

The clouds are rendered in a similarly textured fashion. Lock's interest in the weather is partially a result of her training at the Heatherley School of Art in London. It was here that she and fellow South Africans, Terence McCaw and Gregoire Boonzaier, were exposed to European Impressionist artists. Inspired by the works of Cezanne, Utrillo and Braque, Lock returned to South Africa determined to paint directly from life, capturing the fleeting moment on canvas. The raw brushstrokes and dynamic composition of *Dhows in Harbour* reveals her reputation as a 'Cape Impressionist' to be well-deserved.

Bibliography

S. Shoolman, (ed.), *The Modern Palimpsest: Envisioning South African Modernity*, Graham's Fine Art Gallery exhibition catalogue (Johannesburg, 2008), pp. 78-85.

E. Berman, *Art & Artists of South Africa*, (Cape Town, 1983) p. 268.



19

TERENCE JOHN MCCAW (SOUTH AFRICAN, 1913-1978)

'Winter Sunshine at Genadendal'

signed and dated 'Terence McCaw/ 47' (lower right); bears partial label with title, and inscription with title, artist name and '40 GNS' (verso)

oil on canvas laid to board

41 x 51cm (16 1/8 x 20 1/16in).

£3,000 - 5,000

€3,900 - 6,600

Provenance

Private Collection.

20 *

ADRIAAN HENDRIK BOSHOFF (SOUTH AFRICAN, 1935-2007)

In the shade

signed 'Adriaan Boshoff' (lower left)

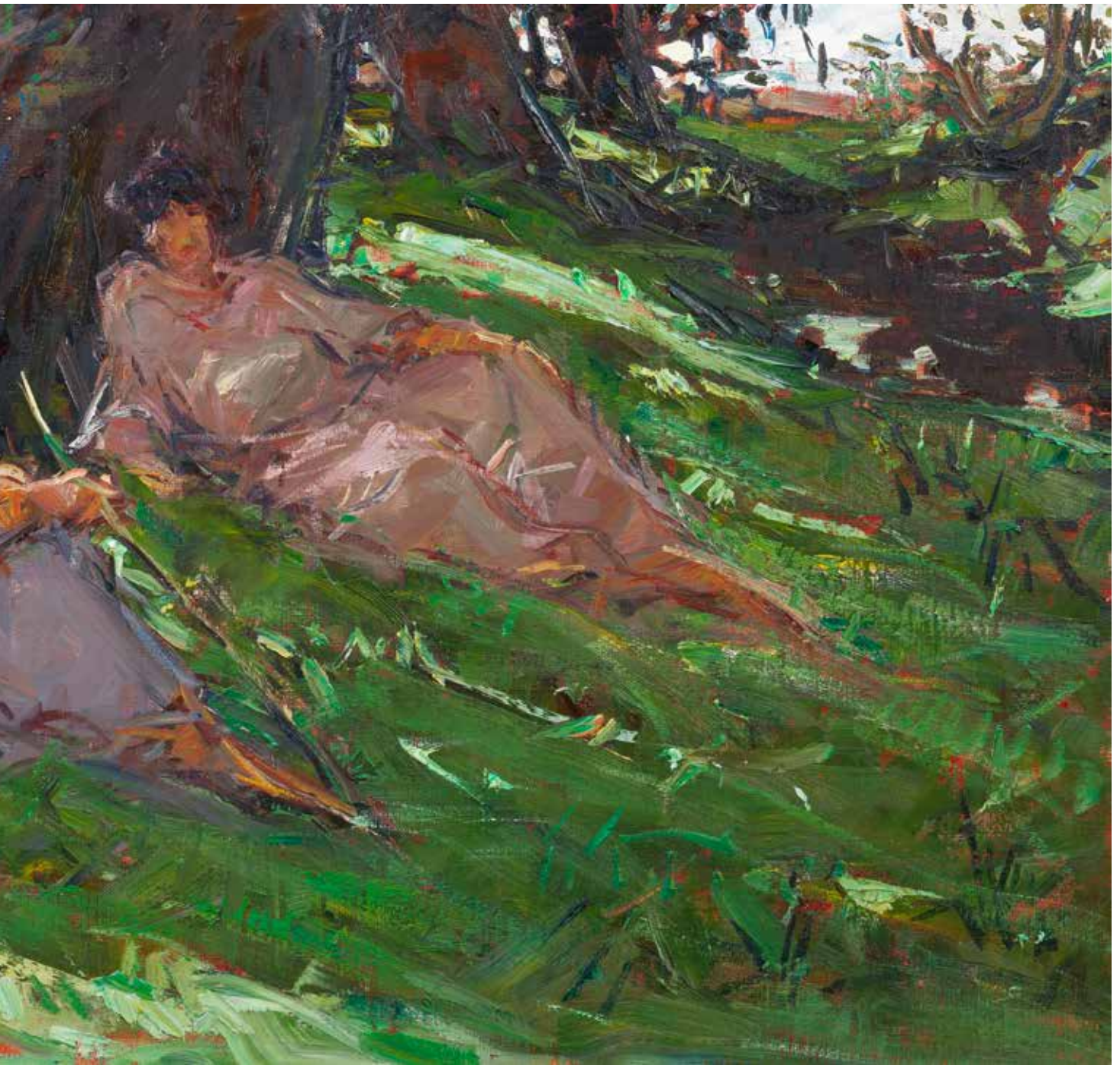
oil on board

61 x 90cm (24 x 35 7/16in).

£10,000 - 15,000

€13,000 - 20,000







21

ADRIAAN HENDRIK BOSHOFF (SOUTH AFRICAN, 1935-2007)

Still life with red cosmos

signed 'ADRIAAN BOSHOFF' (lower left)

oil on board

89 x 78cm (35 1/16 x 30 11/16in).

£4,000 - 6,000

€5,300 - 7,900

Provenance

Purchased by the current owner in Sandton City, Johannesburg, 1977.



22^{WT}

ADRIAAN HENDRIK BOSHOFF (SOUTH AFRICAN, 1935-2007)

Still life with white and pink cosmos
signed 'ADRIAAN BOSHOFF' (lower left)
oil on board
122 x 92cm (48 1/16 x 36 1/4in).

£5,000 - 8,000
€6,600 - 11,000

Provenance

Purchased by the current owner in Sandton City, Johannesburg, circa 1977.

Many of Boshoff's canvases depict the wild flowers of the veld. His daughter recalled how he "disliked formal arrangements and favoured studies of abundance, like arms full just stuck into a vase...just the touch of a flower petal, the very feeling of it, would compel him to capture it on canvas".

Bibliography

L. Boshoff, *Adriaan Boshoff: The man and his work*, (Pretoria, 2012), p. 39.



23

ADRIAAN HENDRIK BOSHOFF (SOUTH AFRICAN, 1935-2007)

Dunes and hut

signed 'ADRIAAN BOSHOFF' (lower left)

oil on board

61.5 x 92cm (24 3/16 x 36 1/4in).

£4,000 - 6,000

€5,300 - 7,900

Provenance

Purchased by the current owner in Sandton City, Johannesburg, circa 1977.

Born in 1935, Adriaan Boshoff was raised by his grandmother in Pretoria. He left school aged 14 to be apprenticed as an electrician. Boshoff had painted recreationally since childhood, but only determined to pursue it as a profession in 1960. Over the course of his career, he held more than twenty-five solo exhibitions.

Boshoff was highly receptive to the beauty of the South African landscape. Whilst camping at Groen River on the West Coast, he frequently rose before daybreak to watch the sun rise over the sand dunes. Such moments greatly inspired the artist.

Bibliography

L. Boshoff, *Adriaan Boshoff: The man and his work*, (Pretoria, 2012), p. 39.



24

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Cattle grazing

signed 'G.SEKOTO' (lower right)

oil on canvas

19.5 x 24cm (7 11/16 x 9 7/16in).

£4,000 - 6,000

€5,300 - 7,900

Provenance

Acquired directly from the artist by the current owner, France.

25

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Portrait of a boy
signed 'G SEKOTO' (lower right)
oil on board
65 x 54cm (25 9/16 x 21 1/4in).

£15,000 - 20,000

€20,000 - 26,000

The present lot belongs to a series of portraits of young people Sekoto painted in the 1950s. These experiments with colour, impasto and abstraction would eventually lead to his famous *Blue Head* series of the 1960s. The *Blue Head* portraits were inspired by Sekoto's belief in the spirit of *Ubuntu* as well as his desire to portray people of African origin with innate dignity and beauty, as he explained in later letters to Barbara Lindop.

Bibliography

B. Lindop, *Gerard Sekoto*, (Randburg, 1988).





26

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Cyclist

signed and dated 'G Sekoto/ 79' (lower right)

watercolour

33.5 x 50cm (13 3/16 x 19 11/16in).

£4,000 - 6,000

€5,300 - 7,900

Provenance

Purchased in South Africa, circa 1979.

Private Collection, Europe.

Thence by descent to the current owner.

Cyclists were one of Sekoto's favourite motifs. A similar work is illustrated in B. Lindop, *Gerard Sekoto*, (Randburg, 1988, p. 281).

27 *

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Mother and child

oil on canvasboard

27 x 22cm (10 5/8 x 8 11/16in).

unframed

£6,000 - 9,000

€7,900 - 12,000

Provenance

Collection of Prof. M. Bokhorst, Cape Town.

In 1945, Sekoto returned to join his mother and his family in Eastwood, Pretoria. His intention was to raise the necessary funds to travel to Europe, where he wanted to pursue his artistic career and discover new horizons. Sekoto's brother had his first child during this period, and the artist made a number of sketches with family as a theme, culminating in the *Proud Father, Olga on Bernard Sekoto's Knee*. The baby in *Mother and child* could be modelled on his memories of his niece.

Certainly, maternity scenes are not unusual in Sekoto's oeuvre; babies and children definitely held an immediate appeal for Sekoto, which is evident given the tenderness of this scene. Babies are often seen on mothers' backs in his work, and there is the unforgettable image of the toddler in the *Street Scene* in the collection of the Pretoria Art Museum. We know that Sekoto remembered such images and repeated them consistently; here is further proof of how he would go to his remembered store and pick out imagery for reconsideration.

At this time, Professor Matthys Bokhorst (1900-1982), a Dutch immigrant who became an important figure in the South African art world, was teaching at the University of Pretoria (1945-1951). He was one of those who encouraged the artist to broaden his artistic horizons in Europe. In 1951 Bokhorst moved to Cape Town, where he was president of the South African Association of Arts and art critic for the *Cape Times*. He also served as chairman of the selection committee for the Venice and Sao Paulo Biennales. As director of the South African National Gallery he made many acquisitions of black South African art on behalf of the museum.

Bibliography

N.C. Manganya, *Gerard Sekoto 'I am an African'*, (Johannesburg, 2004), pp. 50-51.

B. Lindop, *Gerard Sekoto*, (Johannesburg, 1988), pp. 24-26.

L. Spiro, *Gerard Sekoto: Unsevered Ties*, (Johannesburg, 1990), pp. 38-41.



28

IRMA STERN (SOUTH AFRICAN, 1894-1966)

'Gypsies'

signed and dated 'Irma Stern/ 1961' (upper left); bears inscription with title and date (to stretcher verso)

oil on canvas

87 x 69cm (34 1/4 x 27 3/16in).

£80,000 - 120,000

€110,000 - 160,000

Provenance

Prof. and Mrs M. Shear.

Thence by descent to the current owner.

Stern travelled to Alicante at the beginning of 1961 in an attempt to aid her ailing health. We know from letters to her close confidant, Freda Feldman, that Stern was inspired by the 'African' character and climate of the picturesque southern town:

"We are having almond and peach trees in full flower and it is only 12th February - the rest of Europe is in snow and fog and ice - that is why we are here for such a long time."

The migrant gypsy community of southern Spain travelled from India to the Andalusian region at the beginning of the fifteenth century. They brought with them the vibrant and exotic dances of their native cultures, which would later develop into the celebrated flamenco. The gypsy community soon attracted negative opinion; persecuted by the Catholic Church and Spanish monarchy, many retreated to the outer lying countryside or were reduced to living in urban poverty.

This marginalisation of the gypsies was still evident at the time of Stern's visit. Viewing herself as something of an outsider, the artist had great sympathy for this émigré community. She had previously experienced a similar fascination with the Malay, Zulu and Zanzibari Arab subjects whom she encountered on her extensive travels in the thirties and forties.

The current work depicts a gypsy mother nursing one child whilst embracing another. Despite the family's poverty-stricken circumstances, the sensual curves and rich, bright colours of their garments suggest familial warmth and contentment. Stern's romantic portrayal eliminates all evidence of danger and dirt. The family unit references the mother and child motif of the *pietà*, elevating the figures from their contemporary setting and lending them universal spiritual significance. As Marion Arnold writes, Stern 'sees the European peasant as she saw Africans, as people detached from historical contact...'.¹

Typical of Stern's later works, this oil is a defiant tour-de-force in how to draw with thin paint. The picture depicts the less privileged lives of the subjects without demeaning.

Bibliography

M. Arnold, *Irma Stern: A Feast for the Eye*, (Stellenbosch, 1995).

M. Berman, *Remembering Irma, Irma Stern: a memoir with letters*, (Cape Town, 2003).



29 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

'Camel Riders'

signed and dated 'Irma Stern 1961' (lower left); bears title and date to stretcher (verso)

oil on canvas

100 x 88cm (39 3/8 x 34 5/8in).

£70,000 - 100,000

€92,000 - 130,000

Provenance

Purchased at auction, circa 1970s, Johannesburg.

Thence by direct descent to the current owner.

At the beginning of 1961, Stern, suffering from poor health, departed for the warmer climate of Alicante with her companion Dudley Welch. In a letter to a friend, Stern described the town as "African in character. Palms grow - dates even get ripe - the sea is blue and the sun shines hard". Therefore it would not be a stretch to assume that this was the comparison in mind when she conceived the current work, possibly along with her memories of trips to North Africa in 1948 and 1955 respectively.

Stern's thinly applied paint and expressive brushwork is characteristic of her later works. As a result the composition has a looser form than her early works, concentrating instead on colour. The impression is one of saturation, despite the desert setting. The rich colours of the woman's robe, saddles and azure sky negate all aridity.

The woman in the foreground is all but fully covered. The sensitive and delicate treatment of the fabric suggests that Stern's primary interest was the exoticism of this material. Her portrayal of 'otherness' is highly romanticised.

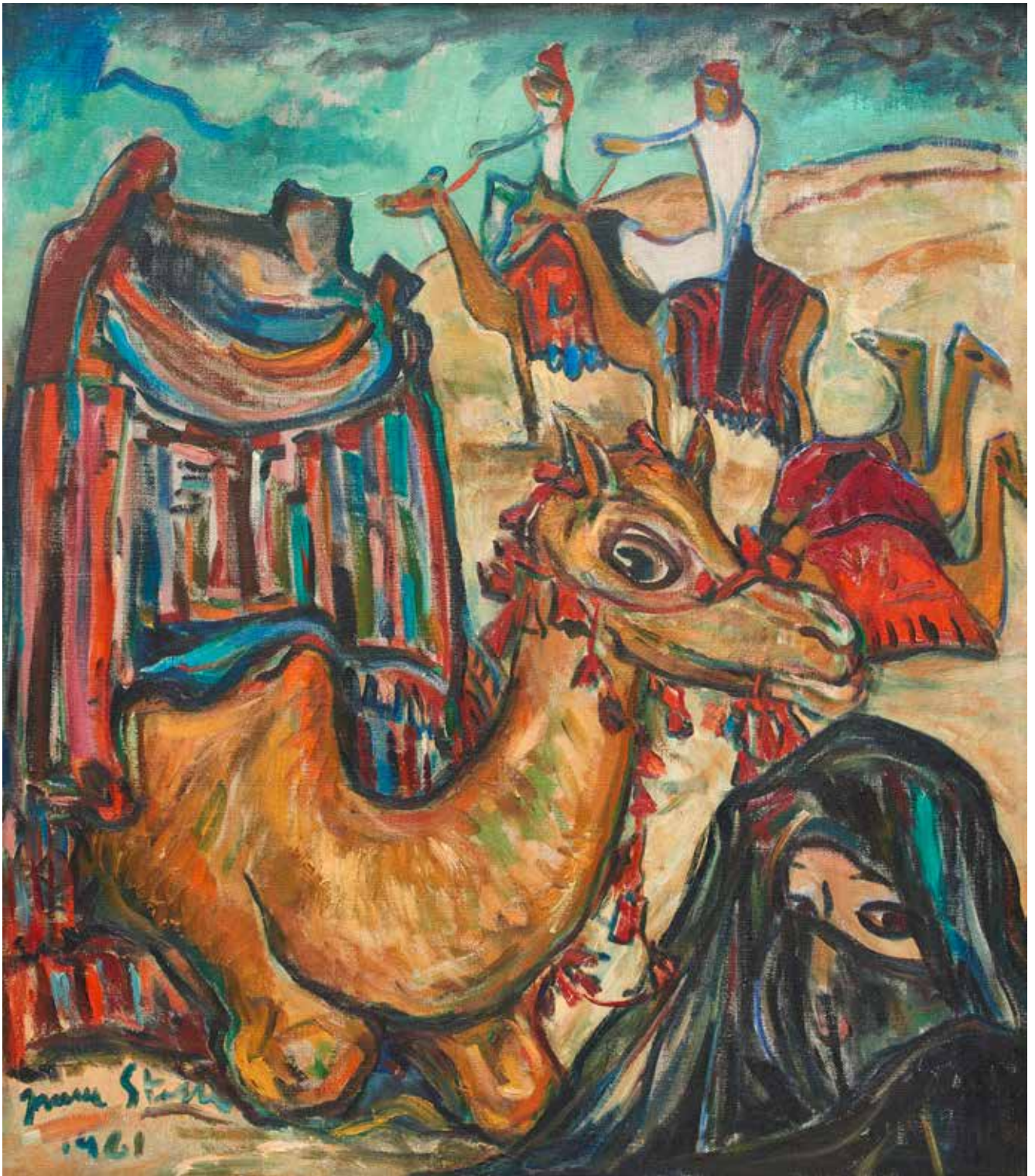
Stern was a keen collector of artefacts from all over the world. Many can be seen in her paintings, such as the vases and buli stool used in her still lifes. Among her collection was an earthenware tomb figure of a Bactrian camel from the Chinese Tang dynasty (cat. no. 542), which most likely served as the model for the present lot. This is evident from pen sketches she made that are in the collection of the Irma Stern Museum, including *Camel rider* (cat. no. 99), *Resting camel* (cat. no. 100, illustrated), *Camel rider resting* (cat. no. 101) and *Two camels resting* (cat. no. 103).

Bibliography

N. Dubow (ed.), *Catalogue of the Collections in the Irma Stern Museum*, (Cape Town, 1971).

M. Arnold, *Irma Stern: Feast for the Eye*, (Stellenbosch, 1995).

M. Berman, *Remembering Irma, Irma Stern: a memoir with letters*, (Cape Town, 2003).





30 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

'Girls and boat'

signed and dated 'Irma Stern 1956' (lower left); bears title and date to stretcher (verso)

oil on paper laid to board

50.5 x 61.5cm (19 7/8 x 24 3/16in).

£12,000 - 18,000

€16,000 - 24,000

Provenance

Purchased in Johannesburg, 1985.

Thence by direct descent to current owner.

Girls and boat depicts a relaxed scene; a young woman and her children wait for the fishermen beyond to come in. Stern was particularly fond of painting boats on her travels, she frequently chose accommodations with views over harbours where she could indulge her fascination for their lines and colours. By the mid-1950s, when the present lot was painted, Stern had become disillusioned by the social and political changes she perceived around her. She looked to fishing and farming communities to shore up her belief in the idyllic nature of pre-industrial life. The resulting artworks depict "field workers, grape harvesters and fishermen – people who occupy themselves with everlasting things, timeless".

Bibliography

M. Arnold, *Irma Stern: A Feast for the Eye*, (Stellenbosch, 1995).

N. Dubow, *Irma Stern*, (Cape Town, 1974).



31 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Still life with irons

signed and dated 'Irma Stern/ 1954' (upper left)

oil on canvas

51 x 57cm (20 1/16 x 22 7/16in).

within artist's iron bar frame

£40,000 - 60,000

€53,000 - 79,000

Provenance

Purchased from the artist in South Africa, circa 1960.

Private Collection, Canada.

Thence by direct descent to current owner.

32

**ERIK (FREDERIK BESTER HOWARD) LAUBSCHER
(SOUTH AFRICAN, 1927-2013)**

Abstract

signed and dated 'Laubscher/ 58' (lower left)

oil on canvas

33.5 x 41cm (13 3/16 x 16 1/8in).

£5,000 - 8,000

€6,600 - 11,000







33 *

**GREGOIRE JOHANNES BOONZAIER (SOUTH AFRICAN,
1909-2005)**

'Poudakkies (Windswept trees)'

signed and dated 'Gregoire/ 1962' (lower left)

oil on panel

30.5 x 50.8cm (12 x 20in).

£8,000 - 12,000

€11,000 - 16,000

Provenance

Adler Gallery, Johannesburg.

Private Collection.



34 *
**GREGOIRE JOHANNES BOONZAIER (SOUTH AFRICAN,
1909-2005)**

Farmhouse in the trees
signed and dated 'Gregoire/ 1962' (lower right)
oil on canvas
55.9 x 78.7cm (22 x 31in).

£12,000 - 18,000
€16,000 - 24,000

Provenance
Adler Gallery, Johannesburg.
Private Collection.

35 *

WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)

'Beasts, birds & bush'

signed 'BATISS' (lower right); inscribed with artist's name and title (verso)

oil on canvas

36 x 41cm (14 3/16 x 16 1/8in).

£7,000 - 10,000

€9,200 - 13,000

The present lot demonstrates how Battiss revelled in the very application of paint. Applied in thick slabs of colour and with wide sweeps of the palette knife, he then used characteristic sgraffito work to outline the figures and subject.

"I painted with a palette knife because the Wits Art School said you should never paint with a palette knife. So, I loved painting with a palette knife. I loved being a rebel, doing what they said I mustn't."

Bibliography

K. Skawran et al., *Battiss and the spirit of place*, (Pretoria, 1989), p. 43.





36
**MAURICE CHARLES LOUIS VAN ESSCHE (SOUTH AFRICAN,
1906-1977)**

Portrait of a woman
signed 'van essche' (upper right)
oil on canvas
55 x 38.5cm (21 5/8 x 15 3/16in).

£3,000 - 5,000
€3,900 - 6,600



37 *

**MAURICE CHARLES LOUIS VAN ESSCHE (SOUTH AFRICAN,
1906-1977)**

Portrait of a woman in red
signed 'van essche' (upper left)
oil on canvas
62.5 x 47cm (24 5/8 x 18 1/2in).

£7,000 - 10,000
€9,200 - 13,000

Provenance

Purchased from the artist's son, Ludovic van Essche, circa 1990.



38

**MAURICE CHARLES LOUIS VAN ESSCHE
(SOUTH AFRICAN, 1906-1977)**

Female nude

signed 'van essche' (upper right)

oil on board

26 x 11cm (10 1/4 x 4 5/16in).

£1,200 - 1,800

€1,600 - 2,400

39 *

**MAURICE CHARLES LOUIS VAN ESSCHE
(SOUTH AFRICAN, 1906-1977)**

Portrait of Mrs Idy Stern

signed 'van essche' (lower left)

oil on canvas

61 x 81cm (24 x 31 7/8in).

£4,000 - 6,000

€5,300 - 7,900

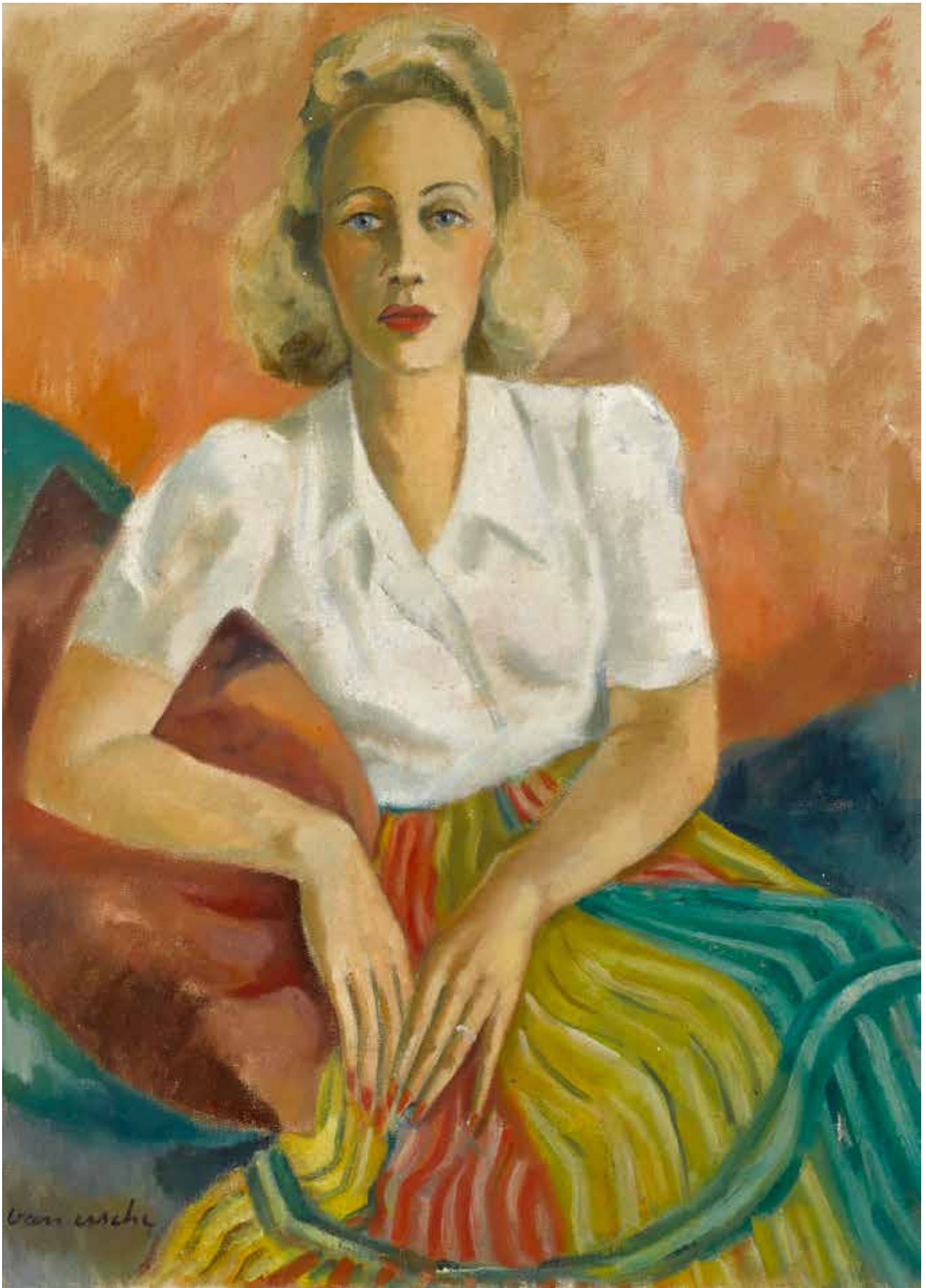
Provenance

Purchased from the artist by Mr and Mrs Stern in South Africa, circa 1947.

Thence by descent to the current owner.

The Sterns were forced to flee their home in Paris when the Nazis occupied the city in 1940. They escaped France, crossing the border into Spain and then on to Portugal, where they caught a boat from Lisbon to Mozambique. They arrived in South Africa in 1941.

Erudite and well-travelled, the couple were welcomed into South Africa's art circles. Maurice van Essche was a great friend and frequently visited their home in the 1940s and 50s. Idy possessed many talents: she was fluent in six languages and a consummate musician. This portrait is testament to van Essche's respect and affection for a remarkable woman.





40 *

LUCAS TANDOKWAZI SITHOLE (SOUTH AFRICAN, 1931-1994)

'Where are my beautiful birds?'

signed 'LT Sithole' (to base)

stinkwood on liquid steel base

74cm (29 1/8in) high (including base).

£5,000 - 8,000

€6,600 - 11,000

Provenance

Gallery 21, Johannesburg, 1979.

Private Collection, United States.

Exhibited

Johannesburg, Gallery 21, 1979, cat. X27.

The above is listed on Fernand Haenggji's online *catalogue raisonné* (www.sithole.com) as LS 7927.

41

LUCAS TANDOKWAZI SITHOLE (SOUTH AFRICAN, 1931-1994)

'Mother and child' ('Madonna and child'), 1978

signed 'L.T.SITHOLE' (to base)

tambotie wood

124 x 14 x 21cm (48 13/16 x 5 1/2 x 8 1/4in) (including base).

£10,000 - 15,000

€13,000 - 20,000

Provenance

Gallery 21, Johannesburg.

Private Collection, Munich, 1980.

Literature

F. Haenggi, *Lucas Sithole 1958-1979* (Johannesburg, 1979) LS 7815, p. 233.

Born to a Zulu priest and Swazi mother in 1931, Lucas Sithole spent his formative years in Kwa-Thema in the Transvaal. He studied for a year at the Polly Street Art Centre under the instruction of the well-known artist Cecil Skotnes, before establishing his own studio.

The present lot was originally commissioned in 1978 for the St. Augustus Anglican Church in Thaba 'Nchu, Lesotho. Sithole's wooden figures draw on Skotnes's teachings, fusing elements of indigenous African sculpture with European art traditions. His elongated *Mother and child* demonstrates the typical anatomical distortion of much African carving. Historically such figures had been created for ritualistic purposes; they were valued for their spiritual potency, not verisimilitude. However, as art historian E.J. de Jager has commented, the elongation and strong vertical emphasis of Sithole's work is also suggestive of early Gothic art found in the Christian West.

Both influences lend his wooden sculptures a sacred aura, "a transcendental quality" enhanced by their polished finish. The undulations of the mother's figure simultaneously catch and reflect the light, whilst communicating her fertility. This woman, through Sithole's art, has been elevated from the quotidian to the universal. She is, of course, the Madonna, motherhood personified.

Sithole returned to the mother and child theme a number of times in the late 1960s and early 70s (listed as LS6807, LS6903, LS7003 on the Haenggi Foundation's database). However, the physical proximity of the mother and child's faces, and her tender downcast gaze, make the present lot unique within his oeuvre.

The present lot is listed on Fernand Haenggi's online *catalogue raisonné* (www.sithole.com) as LS 7815.

We are grateful to Fernand Haenggi for his assistance in cataloguing this lot.

Bibliography

F.F. Haenggi, *Lucas Sithole 1958-1979: A pictorial review of Africa's major black sculptor*, (Johannesburg, 1979) pp. 65, 71, 85.

E.J. de Jager, *Images of Man: Contemporary South African Black Art and Artists*, (Fort Hare, 1992) pp. 120-121.





42 *

LUCAS TANDOKWAZI SITHOLE (SOUTH AFRICAN, 1931-1994)

'It's alright! (Lungile)'

signed 'LT Sithole' (to base)

timulo wood with copper oxide patina on liquid steel base

47.5cm (18 11/16in) high (including base).

£3,000 - 5,000

€3,900 - 6,600

Provenance

Gallery 21, Johannesburg, 1977.

Purchased from the above by the current owners.

Private Collection, United States.

Exhibited

Johannesburg, Gallery 21, 1977.

Literature

F. Haenggji, *Lucas Sithole 1958-1979*, (Johannesburg, 1979), LS 7713, p. 232.

The above is listed on Fernand Haenggji's online *catalogue raisonné* (www.sithole.com) as LS 7713.

43 * WT

LUCAS TANDOKWAZI SITHOLE (SOUTH AFRICAN, 1931-1994)

'What did you say?'

signed 'LT Sithole' (to base)

Rhodesian teak with copper oxide patina on liquid steel base

136cm (53 9/16in) high (including base).

£8,000 - 12,000

€11,000 - 16,000

Provenance

Gallery 21, Johannesburg, 1977.

Purchased from the above by the current owners.

Private Collection, United States.

Exhibited

Johannesburg, Gallery 21, March 1977, cat. X77.

Johannesburg, Gallery 21, September 1977, cat. X08.

Johannesburg, Gallery 21, *Selection '77*, November 1977, cat. X15.

Literature

F. Haenggi, *Lucas Sithole 1958-1979*, (Johannesburg, 1979), LS 7603, illustrated col. pl. III.

The above is listed on Fernand Haenggi's online *catalogue raisonné* (www.sithole.com) as LS 7603.





44 *

EPHRAIM MOJALEFA NGATANE (SOUTH AFRICAN, 1938-1971)

Township scene

signed 'E. Ngatane' (lower right); inscribed '...STANLY FERRER FROM E. NGATANE/ 19/2/71/ DEPRESSION OF S.A. RACES' (verso)
oil on board

61 x 76cm (24 x 29 15/16in).

£5,000 - 8,000

€6,600 - 11,000

Born in Lesotho in 1938, Ephraim Ngatane began his artistic training in the 1950s at the Polly Street Art Centre in Johannesburg. There he was tutored by Cecil Skotnes (1926-2009) and Durant Sihlali (1935-2004). The influence of the latter is particularly evident in Ngatane's early watercolours of township scenes. Sihlali's group of 'weekend painters' distinguished themselves from their peers by their naturalistic approach, depicting specific township neighbourhoods such as Pimville, Kliptown and Sophiatown. Ngatane's realism soon earned him a reputation as the 'Hogarth of the township'.

The artist began to move away from watercolour in the 1960s, experimenting with combinations of oil paint, plaster-of-Paris and

sand. The richly textured surfaces of his works aroused the admiration of his contemporaries. Ngatane also distinguished himself through his use of abstract elements. At this time, abstraction was considered a prerogative of white European-trained artists. Ngatane dismissed such prejudices, building up his scenes with broad strokes of the palette knife.

Half-demolished dwellings, stray dogs and the bucket toilet are recurring motifs in his work, symbols of the temporary and fragile nature of life during apartheid. These shantytowns were often perceived as an eyesore by the government and were constantly threatened by demolition.

In spite of the difficulties facing black artists in this period, Ngatane achieved popular success. When his works were exhibited at the Adler Fielding Galleries in 1963, all but eight of the fifty-one works displayed were sold within the first two days.

The artist died from tuberculosis at the age of 32. Since then, his works have achieved increasing recognition and can be viewed in a number of institutional collections such as Fort Hare University, Johannesburg Art Gallery, Pretoria Art Museum and Wits University.

Bibliography

R. Bester (ed.), *Ephraim Ngatane: A Setting Apart*, (Johannesburg, 2009), pp. 6-11.



45

EPHRAIM MOJALEFA NGATANE (SOUTH AFRICAN, 1938-1971)

Reading the newspaper
signed 'E. Ngatane' (lower right)
oil on board
61 x 74.5cm (24 x 29 5/16in).

£6,000 - 9,000

€7,900 - 12,000

Provenance

Private collection, Europe, purchased in South Africa.
Thence by descent to current owner.



46 *

**DUMILE FENI-MHLABA (ZWELIDUMILE MXGAZI)
(SOUTH AFRICAN, 1942-1991)**

Three drawings

the largest signed and dated 'Dumile 1965' (lower left); the others signed 'Dumile'

charcoal and ink on paper laid to board

99 x 69cm (39 x 27 3/16in); 30 x 18cm (11 13/16 x 7 1/16in); 19.5 x 20.5cm (7 11/16 x 8 1/16in).

(3)

£2,500 - 3,500

€3,300 - 4,600

Provenance

Purchased by the present owner from Gallery 101, Johannesburg, circa 1965.

Exhibited

Johannesburg, Gallery 101, January 1966.

Little is known about Dumile Feni's early life, although it is said that he executed his first drawings aged six, sketching in the dusty ground outside his house for want of artist's materials. Dumile was hospitalised for tuberculosis in 1963 and the three-month stay at the Charles Hurwitz South African National Sanatorium was of vital importance to his artistic development. Here he was provided with paper and pencils, and became acquainted with the Soweto artist and fellow patient, Ephraim Ngatane.

After their release, Ngatane introduced Dumile to Johannesburg's art scene, and artists including Louis Maqhubela, Ezrom Legae and Cecil Skotnes were impressed by his draughtsmanship. Over the next three years, he produced a large body of work, and held his first solo exhibition in 1966 at Madame Haenggi's Gallery 101 in Johannesburg.

The exhibition was both a critical and commercial success; three-quarters of the works were sold in the first few days. The journalist Edward Winder heralded Dumile "the new name in art", describing his drawings as "eye-catching", "visionary" and "remarkable".

The three sketches offered here were purchased by the current owner at that 1966 exhibition and they display Dumile's characteristic Expressionist style. The angular limbs and contorted features reflect the suffering of black South Africans in this period. Dumile himself experienced police harassment and was ordered to relocate from Johannesburg to his 'homelands' in the Eastern Cape. Dumile consequently went into exile, travelling to London in 1968.

Bibliography

C. Manganyi, *The Beauty of the Line: life and times of Dumile Feni*, (Johannesburg, 2012), pp. 7-11.



47

CECIL EDWIN FRANS SKOTNES (SOUTH AFRICAN, 1926-2009)

Two figures

signed 'CSKOTNES' (lower centre)

oil on incised panel

80 x 60cm (31 1/2 x 23 5/8in).

within artist's brass frame

£15,000 - 20,000

€20,000 - 26,000

Provenance

Purchased from Everard Read Gallery, Johannesburg, circa 1984.

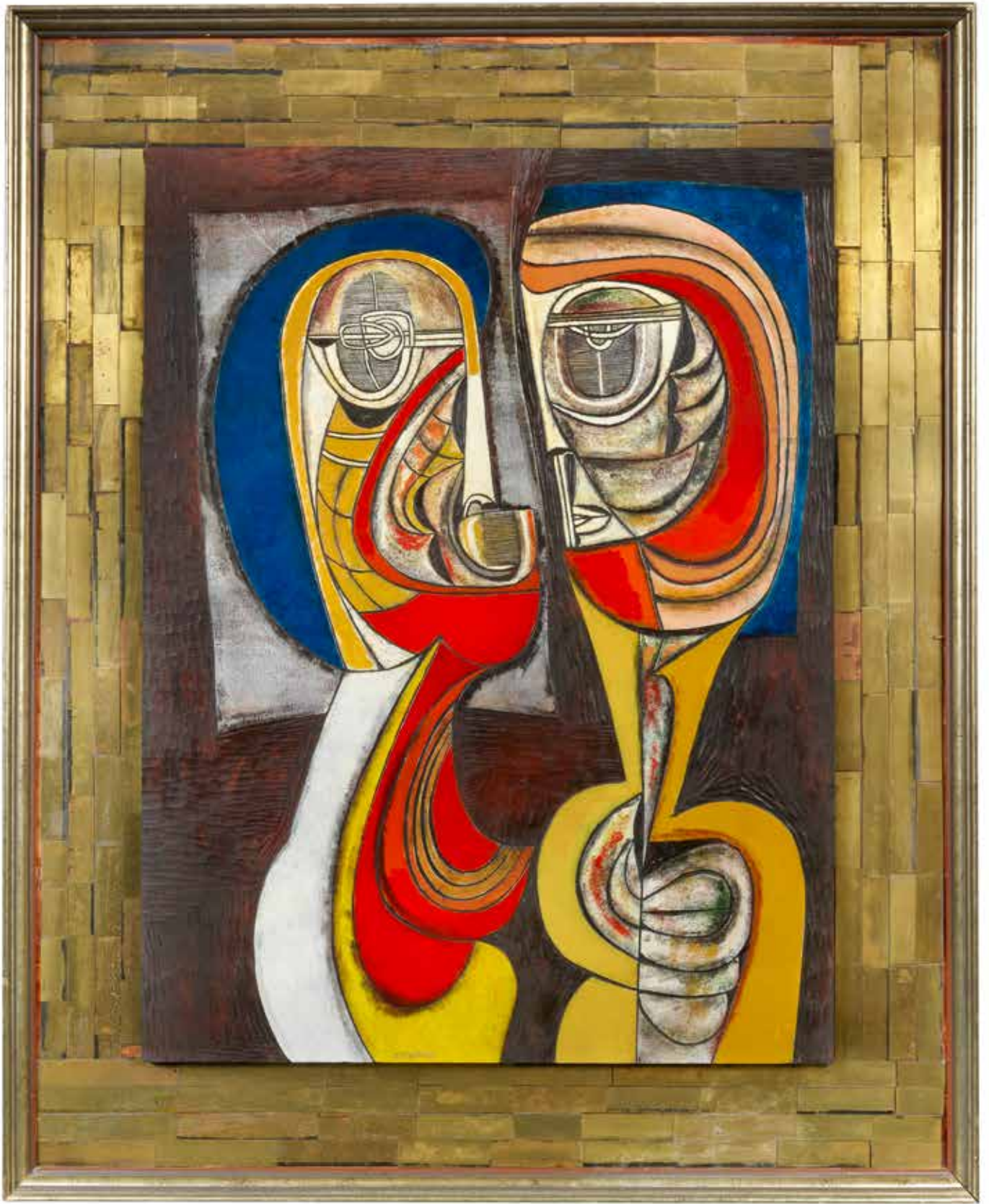
When Egon Guenther opened his gallery in 1957 in Johannesburg, Skotnes was one of the original artists represented, along with contemporaries such as Edoardo Villa and Sydney Kumalo. The group earned the nickname 'Amadlozi' meaning 'the spirit of the ancestors' in Zulu. In 1972-3, Skotnes found fame with his works on the *Shaka* epic, based on E.A. Ritter's book *Shaka Zulu* (1955). A brief period of soul-searching then led him to settle in Cape Town in 1978.

It was during this later period that he returned to his monumental 'head' panels. In Skotnes's wide ranging iconography, the head often becomes the main focus of the ancient heroic character he invents. In earlier murals, such as *Shaka*, the prominent head invests the figure with intense "psychological potency". The current work is characteristic of Skotnes: criss-crossed with incisions, with a lined, puckered mouth and distorted circular eyes. The effect is reminiscent of a tribal dancer in full celebratory regalia.

A similar work entitled *Icon VIII* (1984), also embellished with brass, is in the collection of the South African National Gallery, Cape Town.

Bibliography

F. Harmsen (ed.), *Cecil Skotnes*, (Cape Town, 1996).





48 *

CECIL EDWIN FRANS SKOTNES (SOUTH AFRICAN, 1926-2009)

Head

signed 'C SKOTNES' (lower right)

painted and incised wood

76 x 60 x 6cm (29 15/16 x 23 5/8 x 2 3/8in).

£5,000 - 8,000

€6,600 - 11,000

49^{WT}

EDOARDO VILLA (SOUTH AFRICAN, 1920-2011)

'Conversation (Vertical Movement I)' maquette

bears artist stamp 'E. VILLA 19-' (to leg)

steel

129 cm (50 13/16in) high.

£4,000 - 6,000

€5,300 - 7,900

Provenance

Private Collection, Italy.

Literature

E.P. Engel (ed.), *Edoardo Villa Sculpture*, (1980), larger sculpture illustrated cat no. 101.

K. Nel, E. Burroughs & A. Von Maltitz (ed.), *Villa at 90*, (Johannesburg and Cape Town, 2005), larger sculpture illustrated on p. 64.

The full-size *Vertical movement* or *Conversation* is part of the Edoardo Villa Museum collection in Pretoria. Standing at 4.55m, it was cast in 1972-3. In 1970 the Museum hosted a ground-breaking exhibition of seventy steel works by Villa across both its galleries and surrounding park. The show was a great success and was later transferred to the Johannesburg Art Gallery and Joubert Park.

Villa's sculpture underwent a significant transformation during the 1970s. As if to clear his palate, Villa abandoned the riotous energy that characterises his earlier works. His sculptures became increasingly minimalist and disciplined, manipulating single sheets of steel to reflect the rolling planes of the landscape. This shift in style was inspired by the artist's visits to the Venice Biennale in 1969 and 1972, where he was exposed to the work of Modernist sculptors Antony Caro and Fitz Wotruba.

We are grateful to Prof. Chris der Klerk for his assistance in cataloguing this lot.

Bibliography

K. Nel, E. Burrough & A. von Matitz (ed.), *Villa at 90*, (Johannesburg & Cape Town, 2005).





50 *

VLADIMIR GRIEGOROVICH TRETCHIKOFF (SOUTH AFRICAN, 1913-2006)

Still life with Anthuriums

signed and dated 'TRETCHIKOFF/ SA 51' (lower right)

oil on canvas

76.5 x 63.5cm (30 1/8 x 25in).

£12,000 - 18,000

€16,000 - 24,000



51 * WT

**VLADIMIR GRIEGOROVICH TRETCHIKOFF (SOUTH AFRICAN,
1913-2006)**

The blue dress
signed 'TRETCHIKOFF' (lower right)

oil on canvas

98.5 x 88cm (38 3/4 x 34 5/8in).

£12,000 - 18,000

€16,000 - 24,000



52

VLADIMIR GRIEGOROVICH TRETCHIKOFF (SOUTH AFRICAN, 1913-2006)

'Grand National/ Over the Jumps'
signed 'TRETCHIKOFF' (lower left)
oil on canvas
81 x 114cm (31 7/8 x 44 7/8in).

£8,000 - 12,000
€11,000 - 16,000

Provenance

Purchased directly from the artist by a former Lord Mayor of London in 1972.

Exhibited

Birmingham, Rackhams Department Store, *An exhibition of works by Vladimir Tretchikoff*, 1972.

From 1950, Vladimir Tretchikoff began to experiment with capturing motion on canvas. Over the next decade, he painted a number of 'action studies': figures playing rugby, ice hockey, soccer and horse racing. Amanda Botha recalls how the artist would visit the race course in Cape Town:

"The winner was determined by examining a photo finish. To him, it was too marvellous for words. I worked at a daily newspaper, so he asked me to get the photo finish for him. When I brought the shots, Tretchikoff told me: 'This is going to be a painting!'"

He was commissioned to paint a mural of the horse races for the Heerengracht Hotel in Cape Town. It is likely that Tretchikoff painted the current lot during this period.

Bibliography

B. Gorelik, *Incredible Tretchikoff: Life of an Artist and Adventurer*, (London, 2013) p. 240.



53 *

FRANCOIS KRIGE (SOUTH AFRICAN, 1913-1994)

Landscape

signed 'Krige 80' (lower right); bears authentication stamp signed by Sylvia Krige and Suzanne Fox, dated '26/3/00' (verso)

oil on canvas

52 x 65cm (20 1/2 x 25 9/16in).

£5,000 - 8,000

€6,600 - 11,000

The present lot was most likely painted at Tolbos Farm:

"Friends of the Kriges, the Pienaars, had a farm deep in the Koo Valley and for many years the Kriges were asked to look after the house and dogs and cats for a period in the winter. Tolbos was the perfect place for Krige to work. The farm extended up the slopes of the Langeberg and the property was filled with proteas. The artist would swim in the mornings and then settle down to work...roaming about the farm looking for subjects. The large number of landscapes from Tolbos feature wabooms, fynbos shrubs and the unique proteas of the area... Sugarbirds cling to the flowers against clear winter skies, while the blue, snow-capped Matroosberg and the patchwork green valleys of the Koo fill the background."

Bibliography

J. Fox, *The life and art of Francois Krige*, (Vlaeberg, 2000), p. 96.

54 *

STANLEY FARADAY PINKER (SOUTH AFRICAN, 1924-2012)

'Thoughts on the Té Hé Gla, Blé Gla and Gbona Gla'

signed 'SFPinker' (lower left); bears label with artist's name and title (verso)

oil and mixed media on canvas with found objects

107.5 x 116cm (42 5/16 x 45 11/16in) not including attachments.

£80,000 - 120,000

€110,000 - 160,000

Provenance

From the collection of the artist.

By direct descent to the current owner.

Stanley Pinker was born in Windhoek, South West Africa, in 1924. He began his artistic training in Cape Town under the tutelage of Maurice van Essche. He had enrolled to study graphic design but changed programmes after attending a life drawing class. Pinker then continued his studies in Europe from 1951. Throughout the 1950s and 60s, the artist worked and studied in London and the South of France, experiencing European modernist movements first hand.

The formal concerns of the Fauves and Cubists inspired Pinker's experimental compositions. In *Thoughts on the Té Hé Gla, Blé Gla and Gbona Gla*, objects are reduced to essential shapes and colours. There is no attempt to create an illusion of depth; all objects occupy the same shallow space. The curator Hayden Proud has described Pinker's canvases as a stage set, the abstract elements his 'dramatis personae'. Found objects project beyond the picture frame, spilling into the viewer's space. No longer a window into an imagined world, Pinker's canvas challenges what a painting should and can be, thereby breaking down the boundaries separating life and art.

Two central figures are set against a background of alternating blue and yellow squares. On the left is 'the dancer'. More machine than man, the figure's plastic heart is attached to the outside of his metallic chest cavity. His genitals are a length of metal piping. There is no human brain behind the man's face, just a series of pistons and pipes. The speech bubble emerging from his mouth contains the words: 'Ek sê' ('I say' in Afrikaans), and 'I love war'. One of the pipes emerging from the dancer's head leads down to the bottom of the canvas, labelled with the stencil, 'WEE WEE, OUI OUI!'. The suggestion is that such utterances have no function, they are a waste product comparable to urine.

To the dancer's right is 'the singer'. The dog-like figure sits on a chamber pot playing a horn. A mixture of H₂O and 'Lolo Lait' (a popular song famously performed by the comedic French actor and singer, Andre Bourvil) are being fed to the creature through a funnel. However, this is no musical genius. The words, 'Alas! Poor Mozart' are stencilled above his head. As with the dancer, all this singer can produce is 'crap' and 'plomb'.

The surrounding textual references further deride the artistic pretensions of these figures. The hanging sign in the lower-left corner reads: 'Moliere & his Bourgeois gentilhomme'. This refers to Moliere's comedie-ballet from 1670, that tells the story of Mr Jourdain, a foolish middle-class aspirant whose sole aim is to gain acceptance in aristocratic circles. He devotes himself to the gentlemanly arts of fencing, dancing and playing music. His actions are ultimately futile; in seventeenth century France to be a gentleman required noble blood.

The titles of his artworks are of great significance to Pinker. *Té Hé Gla, Blé Gla and Gbona Gla* most likely refers to the wisdom masks of the Dan people of Liberia. Traditionally these masks were worn by dancers and singers in order to frighten away evil spirits and negative forces. Pinker's invocation of these masked performers is ironic; his singer and dancer are devoid of wisdom and power. On one level we can read the painting as a critique of modern society. However, Pinker has qualified these interpretations, urging viewers to see the humour and playfulness in his works:

"I hope the works will be seen for what they are, a great deal of fun, a reflection of humour, affection for found materials, and my pleasure in creation" (Stevenson, p.108).

Bibliography

M. Stevenson, *Stanley Pinker*, (Cape Town, 2004) pp. 9-108.





55

DEBORAH MARGARET BELL (SOUTH AFRICAN, BORN 1957)

'Charioteer'

bronze, edition 1/9

121 x 41 x 33cm (47 5/8 x 16 1/8 x 13in).

£12,000 - 18,000

€16,000 - 24,000

Provenance

The Goodman Gallery, Cape Town.
Private collection.

Exhibited

Cape Town, Goodman Gallery, *Deborah Bell: Flux*, 24 January 2009 - 21 February 2009.

Deborah Bell is a leading South African painter, sculptor and printmaker. She was born in Johannesburg in 1957 and received her Masters degree in Fine Art at the University of the Witwatersrand. Bell has collaborated with Robert Hodgins and William Kentridge on numerous projects such as *Hogarth in Johannesburg* (1987-8), *Memo* (1994) and *UBU 101* (1997).

The present lot continues the artist's fascination with classical mythology and its archetypes. *Charioteer* draws on what philosopher and post-colonial theorist Achille Mbembe has referred to as 'a multiplicity of universes', which include the history of figurative art in Benin, Egypt, China and Babylonia, amongst other sources. Bell's interests range from the historical development of spiritual imagery and iconography, to writings on transubstantiation and socio-cultural change.

The artist synthesizes motifs from these various cultures, creating works that blur the boundaries between illusion and reality. She describes her creative process as a kind of alchemy, extracting the precious from the base and the intangible from the solid.

Bell has cited *The Songlines* by Bruce Chatwin as an inspiration for her work. The protagonist's pre-lingual experiences of the world reflect Bell's belief in the universality of certain ancient symbols and motifs. For both author and artist, it is through images and not words that man can access his common ancestry.

Charioteer is the archetypal 'rider' or guide, leading us on a physical and spiritual journey. It is significant that the chariot's single purpose is to transport a human passenger. The sculpture explores what it means to have a human burden, to be responsible for another individual. Such questions are particularly relevant given the recent violations of immigrants' human rights.

The current work is one of an edition of nine cast between 2008 and 2009 for Bell's solo exhibition *Flux* at Goodman Gallery in Cape Town. Reflecting on her decision to cast her large scale sculpture in editions of nine, Bell commented:

"Nine is the trinitities of trinitities, a complete image of three worlds:
Underworld, Heaven, Earth
Mind, Body and Soul
Father, Son and Holy Spirit."

Large scale sculptures dominate the artist's recent output. *Charioteer* follows a similar series of nine titled *Sentinels* (2003). When they were displayed, critics commented that the elongated clay and cement figures possessed a "provocative sort of trans historical referencing". Their 'African' features are fused with solemn Gothic elements.

The symbol of the chariot is significant to many cultures. Bell's figure is simultaneously Celt, Roman, Greek; a Classical deity and an Egyptian Pharaoh.

We are grateful to Neil Dundas for his assistance in cataloguing this lot.

Bibliography

P. Stein, *Deborah Bell*, (Johannesburg, 2004).





56

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

Stretching cheetah maquette (S173)

signed 'Dylan Lewis' and inscribed with edition, catalogue number and foundry name 'INGWE' (to base); bears label with artist name, catalogue number, foundry, edition and casting date '09/ 2002' (to bottom of base)

edition 11/15

bronze

22 x 50 x 7cm (8 11/16 x 19 11/16 x 2 3/4 in).

£8,000 - 12,000

€11,000 - 16,000

Dylan Lewis is widely considered South Africa's preeminent sculptor of the animal form. The big cat is a subject he has returned to time and again over the decades, yet with each re-examination an original form is born. The lithe, muscular bodies of his recent cat sculptures possess the same dynamism as those he produced in his early career.

The big cat motif was originally employed by Lewis as a symbol of the wilderness, an animal perfectly adapted to its harsh and often unforgiving habitat. As a young boy, Lewis was captivated by such landscapes in his native South Africa. The rugged rock formations and dramatic mountain ranges of Stellenbosch enthralled his imagination. Sculpting the predators that inhabited this landscape became a way of expressing desire for adventure, and remain a key artistic inspiration to Lewis even today.

The graceful ease of the big cats' movements suggested an enviable naturalness to Lewis. Their actions are not calculated, but instinctual, raw, bodily responses. The artist's fascination with their physical form is evident in this sculpture's anatomical detail. The sinewy musculature is visible below the skin. It is perhaps not a surprise to learn that Lewis spent time sketching these animals from life, filling notebook after notebook with cats in various postures.

Bibliography

L. Twiggs, *Shapeshifting from animal to human: the sculpture of Dylan Lewis*, Christie's exhibition catalogue, (London, 2009) pp. 2-7.



57 *

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

Leopard standing on sloped base maquette (S123)
signed, dated and numbered 'Dylan Lewis/ 2000 10/15'; bears Bronze
Age foundry stamp (to base); bears artist label with casting date 'April
2006' (to bottom of base)

bronze

69 x 92cm (27 3/16 x 36 1/4 x 6 11/16in) (including base).

£12,000 - 18,000

€16,000 - 24,000



58

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

Oyster catcher

signed and dated 'Dylan Lewis '99' and numbered 2/15 (to base);

bears foundry stamp 'INGWE'

bronze

33 x 46 x 15cm (13 x 18 1/8 x 5 7/8in).

£8,000 - 12,000

€11,000 - 16,000



59

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

Leopard Pair II maquette (S355)

signed and numbered 'Dylan Lewis 1/15 S355'; bears Bronz Editions foundry stamp (to base)

bronze

36 x 67 x 27cm (14 3/16 x 26 3/8 x 10 5/8in).

£12,000 - 18,000

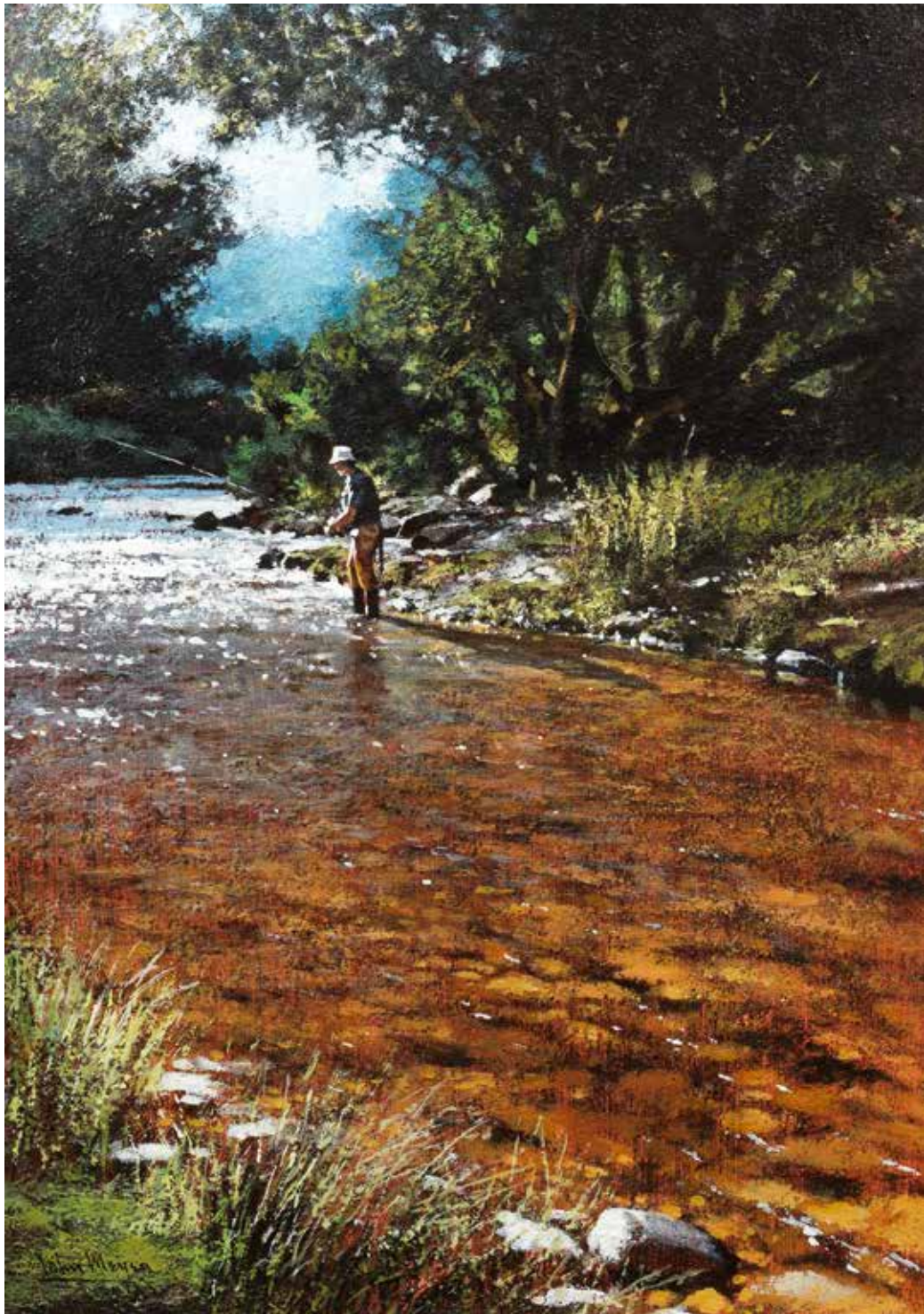
€16,000 - 24,000

Exhibited

London, John Martin Gallery, *Dylan Lewis: Recent cat sculptures*, September 2014.

Literature

M. Read, *Dylan Lewis: Recent cat sculptures*, (September 2014), illustrated pp. 10-11.



60

JOHN MEYER (SOUTH AFRICAN, BORN 1942)

'Late in the Shallows'

signed 'John Meyer' (lower left); inscribed with title and artist's name
(verso)

oil on canvas

36 x 25.5cm (14 3/16 x 10 1/16in).

£3,000 - 5,000

€3,900 - 6,600



61

JOHN MEYER (SOUTH AFRICAN, BORN 1942)

'An Early Storm'

signed 'John Meyer' (lower left); inscribed with title and
signed 'J Meyer' (verso)

oil on canvas

45.5 x 33cm (17 15/16 x 13in).

£4,000 - 6,000

€5,300 - 7,900



62
**STELLA SHAWZIN (SOUTH AFRICAN,
BORN 1920)**

'Balancing Figures I'
gilded bronze
92 cm (36 1/4in) high (including base).

£10,000 - 15,000
€13,000 - 20,000



63

STELLA SHAWZIN (SOUTH AFRICAN, BORN 1920)

'Woman Turning II'

Portugese yellow-pink marble

32 x 43 x 58cm (12 5/8 x 16 15/16 x 22 13/16in).

£10,000 - 15,000

€13,000 - 20,000

Stella Shawzin has been a leading figure in contemporary South African sculpture for over four decades. An autodidact, she established her own foundry on her farm in Constantia, Cape Town, where she conducts her own casting, welding, polishing and patination.

Bibliography

Prof. V. Wechter, *Stella Shawzin: Recent sculpture*, (New York, 1994).



64

STELLA SHAWZIN (SOUTH AFRICAN, BORN 1920)

Running figure with child

initialled 'SS' (to sole of figure's right foot)

bronze

25 x 29 x 15cm (9 13/16 x 11 7/16 x 5 7/8in) (including base).

£3,000 - 5,000

€3,900 - 6,600



65

LIONEL SMIT (SOUTH AFRICAN, BORN 1982)

African Lady

signed and dated 'Lionel Smit 2006' (lower left)

oil on canvas

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

£3,000 - 5,000

€3,900 - 6,600

The son of renowned sculptor Anton Smit, Lionel was born in Pretoria in 1982. As a child, Lionel would assist his father in the studio, producing his first works in clay aged 12. When his parents separated four years later, Lionel turned his attention to painting, going on to graduate first in his class at Pretoria's Pro Arte School of Arts.

Smit has enjoyed sell-out exhibitions in both London and Hong Kong. One of his portraits was recently displayed at the National Portrait Gallery in London where it received the Viewer's Choice Award.

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africanow@bonhams.com



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Tuesday 15 March 2016
New Bond Street, London

EVENT INFORMATION

+44 (0) 20 7468 8365
alice.thomson@bonhams.com

BID ONLINE (from 26 February)

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Absentee and remote bidding will be available throughout the live auction on the 15 March.

CHIVA Africa's mission is to equip healthcare professionals with the skills and knowledge they need to provide high quality, long term prevention, treatment and care services for children and adolescents living with HIV.

Fundraiser and auction of a spectacular collection of 30 exclusively designed chairs. Including one created by acclaimed South African artist, Norman Clive Catherine.



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Simone Krok
Maureen Lipman
Daniel Lismore
Sam Nhlengethwa
Porcupine Rocks
Kelly Simpkin
Dr Ranj Singh
Vanashree Singh
Sinitta
Samson Soboye
Sorapol
Squint Limited
Mark Francis Vandelli
Viscountess Weymouth
Jonny Wilkinson

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LONDON

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NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as "*Bidders*" or "you". Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

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

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

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before

doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable. *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 equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will 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 licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums-cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

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.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals Ltd warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ 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.

*, †, ‡, Ⓞ, 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 in 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 to 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

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

9 THE SELLER'S LIABILITY

- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the *Sale of Goods Act 1979* or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the *Misrepresentation Act 1967*, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the *Occupiers Liability Act 1957*, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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 [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the Seller in respect of the Lot, any *Expenses* and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each Lot and secondly pro-rata to pay all amounts due to *Bonhams*.

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			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		7.4		
7.1.3				
7.1.4		8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT		
7.1.5		8.1		
7.1.6			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> .
7.1.7			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> .
7.1.8		8.1.1	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.9		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.
7.1.10		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> .
7.1.11		8.1.4	10 OUR LIABILITY	
7.2		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> .
	9 FORGERIES	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:
	9.1	8.2.2	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
	9.2	9	10.2.2	changes in atmospheric pressure; nor will we be liable for:
	9.2.1	9.1	10.2.3	damage to tension stringed musical instruments; or
	9.2.2	9.2	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.
	9.2.3	9.2.1		
		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 a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

19th Century Paintings

UK
Charles O' Brien
+44 20 7468 8360
U.S.A.
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

UK
Philip Keith
+44 2920 727 980
U.S.A.
Fredric Backlar
+1 323 436 5416

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeline Perridge
+44 20 7468 8226

Antique Arms & Armour

UK
David Williams
+44 20 7393 3807
U.S.A.
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

UK
Mark Oliver
+44 20 7393 3856
U.S.A.
Frank Maraschiello
+1 212 644 9059

Australian Art

Merryn Schriever
+61 2 8412 2222
Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+1 415 861 7500

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A.
Christina Geiger
+1 212 644 9094

British & European Glass

UK
Simon Cottle
+44 20 7468 8383
U.S.A.
Suzy Pai
+1 415 503 3343

British & European Porcelain & Pottery

UK
John Sandon
+44 20 7468 8244
U.S.A.
Peter Scott
+1 415 503 3326

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
carpets@bonhams.com
U.S.A.
Hacjji Rahimpour
+1 415 503 3392

Chinese & Asian Art

UK
Asaph Hyman
+44 20 7468 5888
U.S.A.
Dessa Goddard
+1 415 503 3333
HONG KONG
+852 3607 0010
AUSTRALIA
Yvett Klein
+61 2 8412 2222

Clocks

UK
James Stratton
+44 20 7468 8364
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

UK
John Millensted
+44 20 7393 3914
U.S.A.
Paul Song
+1 323 436 5455

Contemporary Art

UK
Ralph Taylor
+44 20 7447 7403
U.S.A.
Jeremy Goldsmith
+1 917 206 1656

Entertainment Memorabilia

UK
+44 20 7393 3844
U.S.A.
Catherine Williamson
+1 323 436 5442

Furniture & Works of Art

UK
Guy Savill
+44 20 7468 8221
U.S.A.
Andrew Jones
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 131 240 2296

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
India Phillips
+44 20 7468 8328
U.S.A.
William O'Reilly
+1 212 644 9135

Islamic & Indian Art

Claire Penhallurick
+44 20 7468 8249

Japanese Art

UK
Suzannah Yip
+44 20 7468 8368
U.S.A.
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A.
Susan Abeles
+1 212 461 6525
AUSTRALIA
Anellie Manolas
+61 2 8412 2222
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

UK
Veronique Scorer
+44 20 7393 3962
U.S.A.
Gregg Dietrich
+1 917 206 1697

Mechanical Music

Jon Baddeley
+44 20 7393 3872

Modern, Contemporary & Latin American Art

U.S.A.
Alexis Chompaisal
+1 323 436 5469

Modern Design

Gareth Williams
+44 20 7468 5879

Motor Cars

UK
Tim Schofield
+44 20 7468 5804
U.S.A.
Mark Osborne
+1 415 503 3353
EUROPE
Philip Kantor
+32 476 879 471

Automobilia

UK
Toby Wilson
+44 8700 273 619
Adrian Pipiros
+44 8700 273621

Motorcycles

Ben Walker
+44 8700 273616

Native American Art

Jim Haas
+1 415 503 3294

Natural History

U.S.A.
Claudia Florian
+1 323 436 5437

Old Master Pictures

UK
Andrew Mckenzie
+44 20 7468 8261
U.S.A.
Mark Fisher
+1 323 436 5488

Orientalist Art

Charles O'Brien
+44 20 7468 8360

Photography

U.S.A.
Judith Eurich
+1 415 503 3259

Portrait Miniatures

UK
+44 20 7393 3986

Prints and Multiples

UK
Rupert Worrall
+44 20 7468 8262
U.S.A.
Judith Eurich
+1 415 503 3259

Russian Art

UK
Daria Chernenko
+44 20 7468 8334
U.S.A.
Yelena Harbick
+1 212 644 9136

Scientific Instruments

Jon Baddeley
+44 20 7393 3872
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Scottish Pictures

Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

UK
Michael Moorcroft
+44 8700 273 619
U.S.A.
Aileen Ward
+1 800 223 5463

South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Travel Pictures

Veronique Scorer
+44 20 7393 3962

Urban Art

Gareth Williams
+44 20 7468 5879

Watches & Wristwatches

UK
Jonathan Darracott
+44 20 7447 7412
U.S.A.
Jonathan Snellenburg
+1 212 461 6530
HONG KONG
Nicholas Biebuyck
+852 2918 4321

Whisky

UK
Martin Green
+44 1292 520000
U.S.A.
Gary Durso
+1 917 206 1653
HONG KONG
Daniel Lam
+852 3607 0004

Wine

UK
Richard Harvey
+44 (0) 20 7468 5811
U.S.A.
Doug Davidson
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

UNITED KINGDOM

London
101 New Bond Street ●
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

Montpelier Street ●
London SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

South East England

Brighton & Hove
19 Palmeira Square
Hove, East Sussex
BN3 2JN
+44 1273 220 000
+44 1273 220 335 fax

Guildford
Millmead,
Guildford,
Surrey GU2 4BE
+44 1483 504 030
+44 1483 450 205 fax

Isle of Wight
+44 1273 220 000

Representative:
Kent
George Dawes
+44 1483 504 030

West Sussex
+44 (0) 1273 220 000

South West England

Bath
Queen Square House
Charlotte Street
Bath BA1 2LL
+44 1225 788 988
+44 1225 446 675 fax

Cornwall – Truro
36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
+44 1872 250 179 fax

Exeter
The Lodge
Southernhay West Exeter,
Devon
EX1 1JG
+44 1392 425 264
+44 1392 494 561 fax

Winchester
The Red House
Hyde Street
Winchester
Hants SO23 7DX
+44 1962 862 515
+44 1962 865 166 fax

Tetbury
22a Long Street
Tetbury
Gloucestershire
GL8 8AQ
+44 1666 502 200
+44 1666 505 107 fax

Representatives:
Dorset
Bill Allan
+44 1935 815 271

East Anglia

Bury St. Edmunds
21 Churchgate Street
Bury St Edmunds
Suffolk IP33 1RG
+44 1284 716 190
+44 1284 755 844 fax

Norfolk
The Market Place
Reepham
Norfolk NR10 4JJ
+44 1603 871 443
+44 1603 872 973 fax

Midlands

Knowle
The Old House
Station Road
Knowle, Solihull
West Midlands
B93 0HT
+44 1564 776 151
+44 1564 778 069 fax

Oxford
Banbury Road
Shipton on Cherwell
Kidlington OX5 1JH
+44 1865 853 640
+44 1865 372 722 fax

Yorkshire & North East England

Leeds
30 Park Square West
Leeds LS1 2PF
+44 113 234 5755
+44 113 244 3910 fax

North West England

Chester
2 St Johns Court,
Vicars Lane,
Chester,
CH1 1QE
+44 1244 313 936
+44 1244 340 028 fax

Manchester
The Stables
213 Ashley Road
Hale WA15 9TB
+44 161 927 3822
+44 161 927 3824 fax

Channel Islands

Jersey
La Chasse
La Rue de la Vallee
St Mary
Jersey JE3 3DL
+44 1534 722 441
+44 1534 759 354 fax

Representative:
Guernsey
+44 1481 722 448

Scotland

Edinburgh ●
22 Queen Street
Edinburgh
EH2 1JX
+44 131 225 2266
+44 131 220 2547 fax

Bonhams West of Scotland
Kirkhill House
Broom Road East
Newton Mearns
Glasgow
G77 5LL
+44 141 223 8866
+44 141 223 8868 fax

Representatives:
Wine & Spirits
Tom Gilbey
+44 1382 330 256

Wales

Cardiff
7-8 Park Place,
Cardiff CF10 3DP
+44 2920 727 980
+44 2920 727 989 fax

EUROPE

Austria
Tuchlauben 8
1010 Vienna
+43 (0) 1 403 0001
vienna@bonhams.com

Belgium
Boulevard
Saint-Michel 101
1040 Brussels
+32 (0) 2 736 5076
belgium@bonhams.com

Denmark
Henning Thomsen
+45 4178 4799
denmark@bonhams.com

France
4 rue de la Paix
75002 Paris
+33 (0) 1 42 61 10 10
paris@bonhams.com

Germany - Cologne
Albertusstrasse 26
50667 Cologne
+49 (0) 221 2779 9650
cologne@bonhams.com

Germany - Munich
Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
munich@bonhams.com

Greece
7 Neofytou Vamva Street
Athens 10674
+30 (0) 210 3636 404
athens@bonhams.com

Ireland
31 Molesworth Street
Dublin 2
+353 (0) 1 602 0990
dublin@bonhams.com

Italy - Milan
Via Boccaccio 22
20123 Milano
+39 0 2 4953 9020
milan@bonhams.com

Italy - Rome
Via Sicilia 50
00187 Roma
+39 0 6 48 5900
rome@bonhams.com

The Netherlands
De Lairessestraat 154
1075 HL Amsterdam
+31 (0) 20 67 09 701
amsterdam@bonhams.com

Portugal
Rua Bartolomeu Dias nº
160, 1º
Belem
1400-031 Lisbon
+351 218 293 291
portugal@bonhams.com

Spain - Barcelona
Teresa Ybarra
+34 930 087 876
barcelona@bonhams.com

Spain - Madrid
Nunez de Balboa no 4-1A
28001 Madrid
+34 915 78 17 27
madrid@bonhams.com

Spain - Marbella
James Roberts
+34 952 90 62 50
marbella@bonhams.com

Switzerland - Geneva
Rue Etienne-Dumont 10
1204 Geneva
+41 (0) 22 300 3160
geneva@bonhams.com

Switzerland - Zurich
Andrea Bodmer
Dreikönigstrasse 31a
8002 Zürich
+41 44 281 9535
zurich@bonhams.com

MIDDLE EAST

Israel
Joslynn Halibard
+972 (0)54 553 5337
joslynn.halibard@
bonhams.com

NORTH AMERICA**USA**

San Francisco ●
220 San Bruno Avenue
San Francisco
CA 94103
+1 (415) 861 7500
+1 (415) 861 8951 fax

Los Angeles ●
7601 W. Sunset Boulevard
Los Angeles
CA 90046
+1 (323) 850 7500
+1 (323) 850 6090 fax

New York ●
580 Madison Avenue
New York, NY
10022
+1 (212) 644 9001
+1 (212) 644 9007 fax

Representatives:
Arizona
Terri Adrian-Hardy
+1 (480) 994 5362

California
Central Valley
David Daniel
+1 (916) 364 1645

Colorado
Julie Segrawes
+1 (720) 355 3737

Florida
Palm Beach
+1 (561) 651 7876
Miami
+1 (305) 228 6600
Ft. Lauderdale
+1 (954) 566 1630

Georgia
Mary Moore Betha
+1 (404) 842 1500

Illinois
Ricki Blumberg Harris
+1 (773) 267 3300
+1 (773) 680 2881

Massachusetts
Boston/New England
Amy Corcoran
+1 (617) 742 0909

Nevada
David Daniel
+1 (775) 831 0330

New Mexico
Michael Bartlett
+1 (505) 820 0701

Oregon
Sheryl Acheson
+1(503) 312 6023

Texas
Amy Lawch
+1 (713) 621 5988

Washington
Heather O'Mahony
+1 (206) 218 5011

Washington DC
Mid-Atlantic Region
Martin Gammon
+1 (202) 333 1696

CANADA

Toronto, Ontario ●
Jack Kerr-Wilson
20 Hazelton Avenue
Toronto, ONT
M5R 2E2
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec
David Kelsey
+1 (514) 341 9238
info.ca@bonhams.com

SOUTH AMERICA

Brazil
+55 11 3031 4444
+55 11 3031 4444 fax

ASIA

Hong Kong ●
Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax
hongkong@bonhams.com

Beijing
Hongyu Yu
Suite 511
Chang An Club
10 East Chang An Avenue
Beijing 100006
+86(0) 10 6528 0922
+86(0) 10 6528 0933 fax
beijing@bonhams.com

Japan
Akiko Tsuchida
Level 14 Hibiya Central
Building
1-2-9 Nishi-Shimbashi
Minato-ku
Tokyo 105-0003
+81 (0) 3 5532 8636
+81 (0) 3 5532 8637 fax
akiko.tsuchida@bonhams.com

Singapore
Bernadette Rankine
11th Floor, Wisma Atria
435 Orchard Road
Singapore 238877
+65 (0) 6701 8038
+65 (0) 6701 8001 fax
bernadette.rankine@
bonhams.com

Taiwan
Summer Fang
37th Floor, Taipei 101 Tower
Nor 7 Xinyi Road, Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8758 2897 fax
summer.fang@
bonhams.com

AUSTRALIA

Sydney
97-99 Queen Street,
Woollahra, NSW 2025
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Melbourne
Como House
Como Avenue
South Yarra
Melbourne VIC 3141
Australia
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

AFRICA

Nigeria
Neil Coventry
+234 (0)7065 888 666
neil.coventry@bonhams.com

South Africa - Johannesburg
Penny Culverwell
+27 (0)71 342 2670
penny.culverwell@bonhams.com

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(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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Paddle number (for office use only)

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Sale title: South African Art		Sale date: 16 March 2016													
Sale no. 23279		Sale venue: New Bond Street, London													
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Bonhams

101 New Bond Street
London
W1S 1SR

+44 (0) 20 7447 7447
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