



POST-WAR & CONTEMPORARY ART

Wednesday 29 June 2016

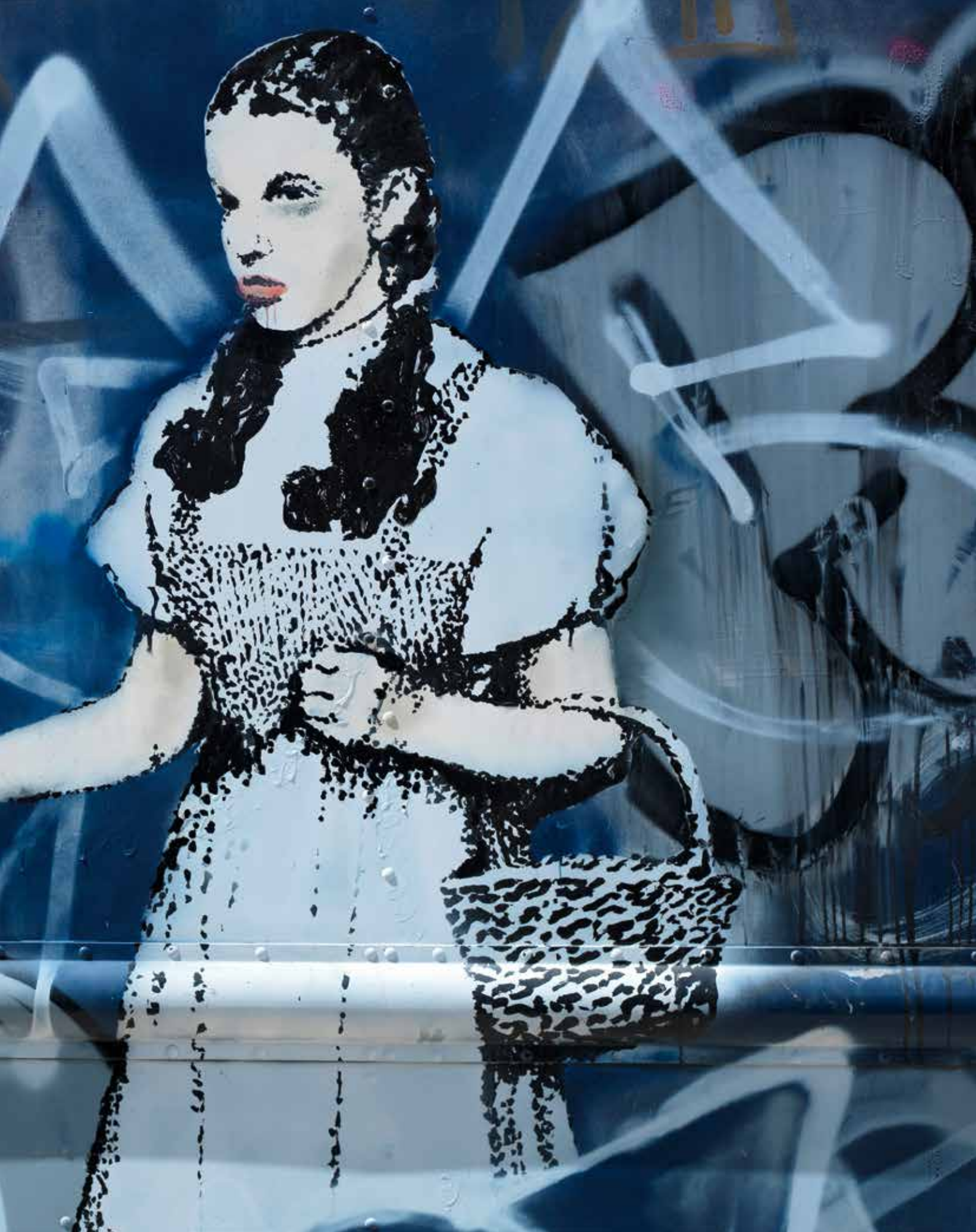
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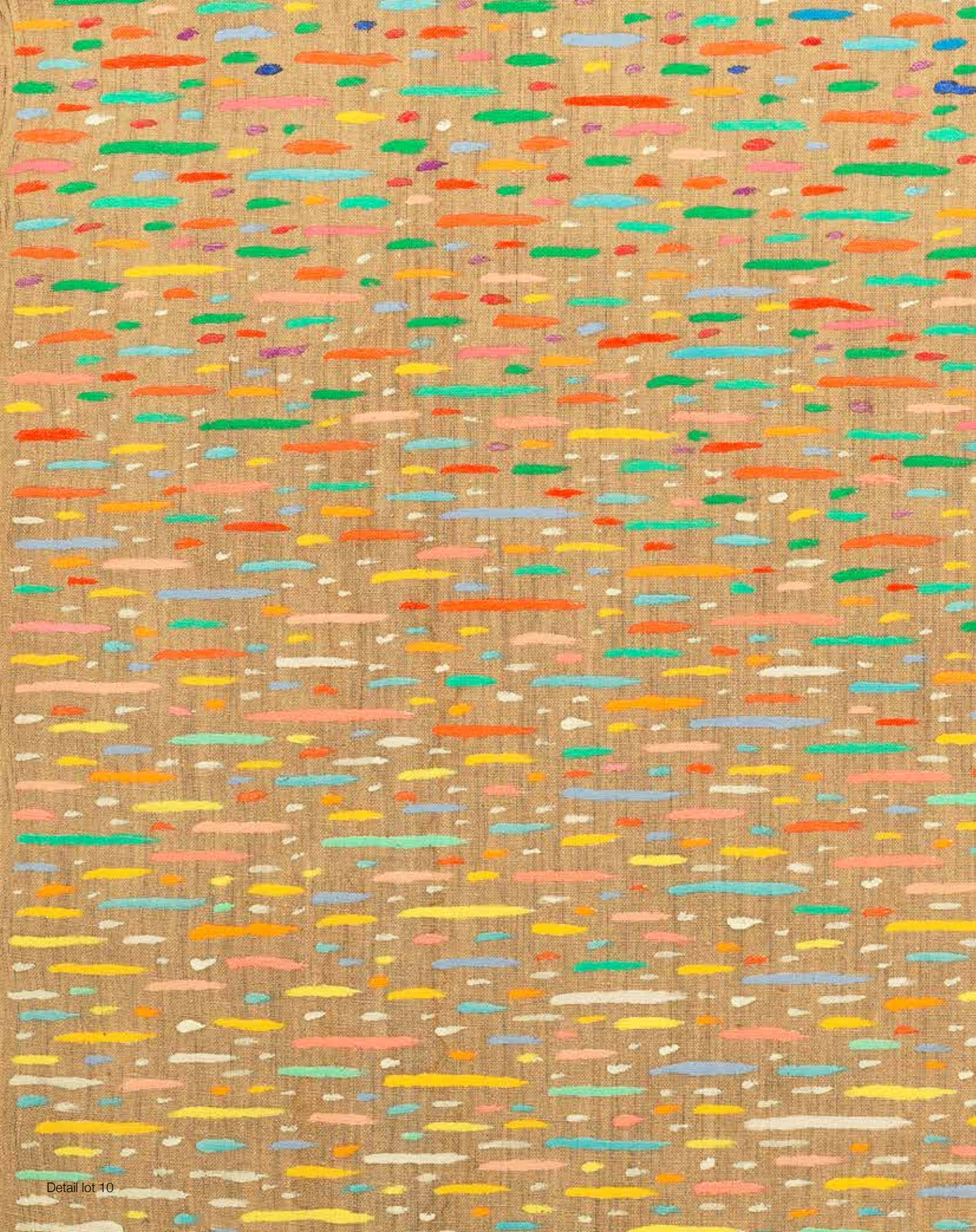
LONDON

















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POST-WAR & CONTEMPORARY ART

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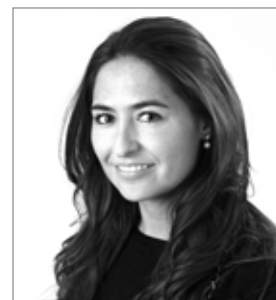
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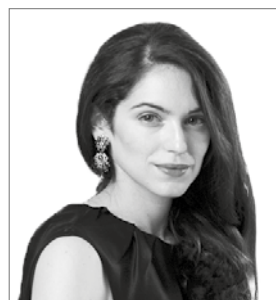
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¹AR

ALLEN JONES (B. 1937)

Three Ways

1976

signed and dated 76
watercolour, pencil and mixed media on paper

75.2 by 104.5 cm.
29 5/8 by 41 1/8 in.

£8,000 - 12,000

US\$12,000 - 18,000

€11,000 - 16,000

Provenance

Waddington and Tooth Graphics, London (no. H 3162)

Galerie d'Eendt, Amsterdam

Private Collection, Belgium

Acquired directly from the above by the present owner

Exhibited

London, Waddington and Tooth Graphics, *Allen Jones: Works on Paper*,
1976, n.p., illustrated in colour



2

ALEXANDER CALDER (1898-1976)

Ballons sur ciel rouge

1965

signed and dated 65
gouache and ink on paper

107.7 by 75 cm.
42 3/8 by 29 1/2 in.

£30,000 - 50,000

US\$44,000 - 73,000

€39,000 - 66,000

This work is registered in the archives of the *Calder Foundation*,
New York, under application number A11378.

Provenance

Galerie Maeght, Paris

Private Collection, Paris

Sale: Loudmer S.C.P., Hôtel Drouot, Paris, *Importants Tableaux Abstraits
et Contemporains*, 10 June 1990, Lot 289

Private Collection, France

Sale: S.C.P.F. Courchet, Hôtel des Ventes Giofreddo, Nice, *Tableaux,
Aquarelles, Dessins XIXème et Moderne*, 13 March 1992, Lot 283

Acquired directly from the above by the present owner

Exhibited

Basel, Galerie d'art moderne Marie-Suzanne Feigel, *Alexander Calder:
Mobiles, Mobiles/Stabiles, Bronzes, Gouaches et Lithographies*, 1971, no. 6



3* ▲

MARK TOBEY (1890-1976)

Royal Landscape

1959

signed and dated 59

tempera on paper

45.7 by 30.5 cm.

18 by 12 in.

£20,000 - 30,000

US\$29,000 - 44,000

€26,000 - 39,000

This work is registered in the archives of *The Mark Tobey Project LLC*, New York, under no. MT [212-5-31-16], and is accompanied by a photo-certificate of authenticity.

Provenance

Willard Gallery, New York

Lucy Mitton Collection, New York

Private Collection, New York (by descent from the above)

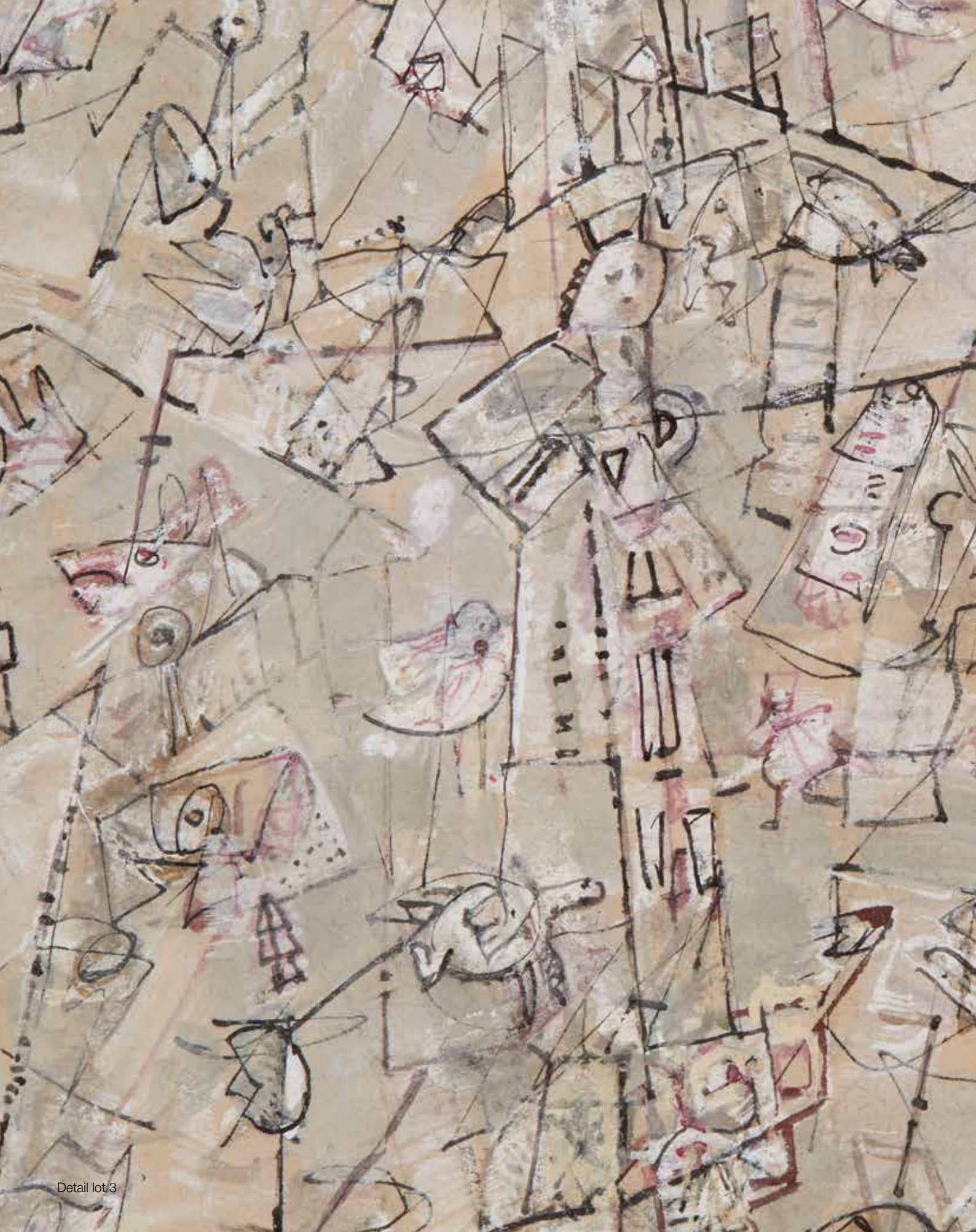
Private Collection, New York

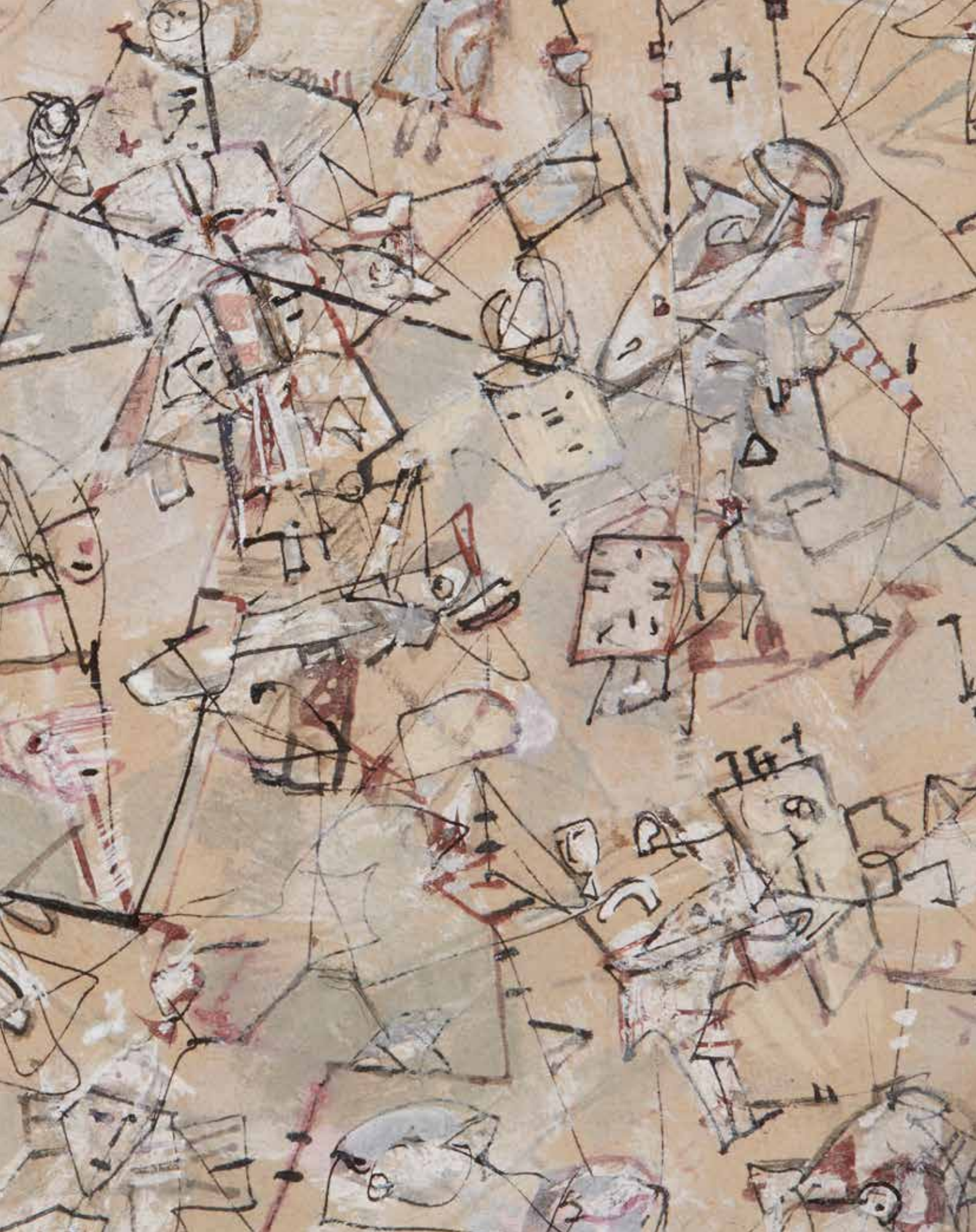
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Exhibited

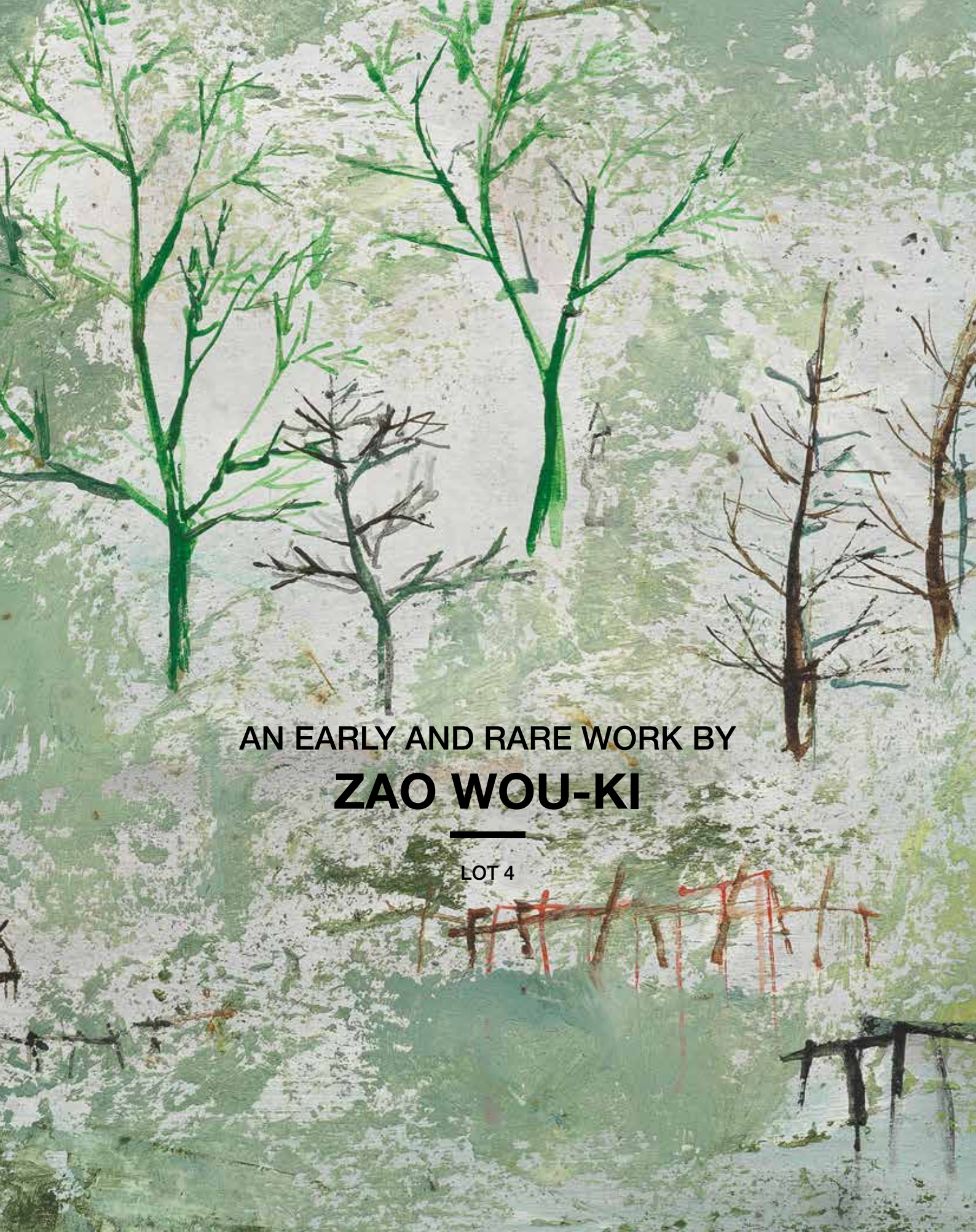
Little Rock, Arkansas Art Center, *Collector's Show*, 1996-1997, no. 16











AN EARLY AND RARE WORK BY
ZAO WOU-KI

LOT 4

4^{AR}

ZAO WOU-KI (1921-2013)

Untitled

1949

signed
oil on board laid on panel

38.2 by 55 cm.
15 1/16 by 21 5/8 in.

This work was executed *circa* 1949.

£80,000 - 120,000

US\$120,000 - 180,000

€110,000 - 160,000

This work will be included in the forthcoming *Catalogue Raisonné* of the artist currently being prepared by Françoise Marquet and Yann Hendgen and is accompanied by a photo-certificate of authenticity.

Provenance

Sale: Sotheby's, London, *Impressionist, Modern and Contemporary Paintings, Drawings, Watercolours and Sculpture*, 3 July 1975, Lot 363

Acquired directly from the above by the previous owner

Thence by descent to the present owner



Untitled from circa 1949 offers an important glimpse of Zao Wou-Ki's emerging style in its earliest form, as the contrasting influences of Chinese tradition and European avant-garde collided in his work with dramatic results. It is a particularly rare work and has been in the same family collection since 1976. Its subject matter, a wide and bucolic landscape, may be the stuff of tradition, both Chinese and European, but its handling is startlingly novel. This is painting pared down almost to its bare bones, sparse, delicate and beautiful. Forms are portrayed in just a few fragile lines, and space presented as a vague, coloured mist. The influence of Paul Klee's landscapes is palpable, and it is clear Zao Wou-Ki employed the same poetic lens as the Swiss master in his view of the world. Pierre Daix poetically sums up Zao Wou-Ki's technique when describing the landscapes he produced at this time: "Wou-Ki rediscovers that reduction, so clear in Chinese painting, of the narrative aspect of landscape which is generally present to act as a springboard into the infinity of the world"



(Pierre Daix, *Zao Wou-Ki: L'Oeuvre 1935-1993*, Neuchâtel 1994, pp. 23-26). Although the present painting can clearly be read as a landscape, with its houses, animals and trees, this is an almost hieroglyphic rendering of a scene, evidence of Zao Wou-Ki's experimentation with visual language. It harks back to the stylised landscapes of China, but as the artist himself was to later explain, for it was his arrival in Paris which seems to have reignited the Chinese elements of his practice: a paradox perhaps, but one that, as we can see in the present work, was to produce a vision like no other, a new way of looking at the world which was to have a profound impact on painting throughout the late Twentieth Century.

The art of Zao Wou-Ki presents us with an intriguing fusion of disparate societies, drawing together two diverse traditions to create one new, unique artistic style. Whilst we now take concepts such as globalism and multiculturalism for granted, his paintings remind us of a time when such ideas were relatively unknown, even revolutionary.

A true pioneer both in his life and his art, Zao Wou-Ki was undoubtedly one of the figures who helped us to understand the true potential of art by undermining its very foundations. Never afraid of breaking boundaries or challenging norms, he was a visionary who has inspired and influenced many of the greatest artists of the modern age. As a result, his work is admired and collected around the globe, appealing to audiences of varying cultures, tastes and backgrounds. Crucially, his is an art which is both reassuringly familiar and unexpectedly daring.

Born in Beijing, China in 1921, Zao Wou-Ki's upbringing was one of wealth, learning and sophistication. He began training in the art of calligraphy while aged only fourteen, and between 1935 and 1941 he studied at the prestigious Chinese Academy of Art in Hangzhou, afterwards becoming a teacher at the same institution. It was here that he became aware, largely through reproductions in books and magazines, of recent avant-garde artistic developments in Europe. Over the years, Zao Wou-Ki developed an extensive knowledge of Chinese traditional techniques, including landscape painting using ink and brush, and learned much about the philosophical approaches inherent in Chinese art. Unusually for a Chinese artist at this date, he also began experimenting with canvases, producing a series of figurative works which displayed the clear influence of European aesthetics. Inspired by reports of innovation emanating from the West, Zao Wou-Ki was ready for new challenges. By 1948 he was on his way to Europe, leaving China and heading for a new life in Paris.

Following a journey that lasted several weeks, including thirty six days at sea, Zao Wou-Ki spent his first afternoon in the French capital exploring the galleries of the Louvre. Anxious to immerse himself in European life, he began French lessons, and moved into a small hotel at 51 rue du Chemin Vert. In the hotel next door lived Alberto Giacometti, and the two quickly became firm friends. Zao Wou-Ki soon found himself fraternising with a vast array of artists, including Jean-Paul Riopelle, Sam Francis and Hans Hartung. His own work inevitably developed in exciting new directions, influenced by the challenging and provocative styles of his new circle; indeed, the influence that Giacometti was to have on Zao Wou-Ki can be witnessed in the skeletal animal figures present in this work. Harnessing his Chinese heritage, and embracing an increasingly avant-garde approach, Zao Wou-Ki began the long artistic journey which was to end in international acclaim as one of the most important painters of his generation.



Above

Paul Klee, *The Child from the Landscape*, 1923
Grenoble, Musée de Grenoble
© 2016 Photo Scala, Florence

Left page

Alberto Giacometti, *The Cat*, 1954
New York, Metropolitan Museum of Art
© 2016 The Metropolitan Museum of Art/Art Resource/Scala, Florence
© The Estate of Alberto Giacometti (Fondation Giacometti, Paris and ADAGP, Paris), licensed in the UK by ACS and DACS, London 2016

5^{AR}

SERGE POLIAKOFF (1900-1969)

Composition Abstraite

1964

signed with the artist's initials; signed on the reverse
oil on canvas

27 by 35 cm.
10 5/8 by 13 3/4 in.

This work was executed in 1964.

£20,000 - 30,000

US\$29,000 - 44,000

€26,000 - 39,000

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

Provenance

Galleria del Naviglio, Venice

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

Thence by descent to the present owner

Exhibited

Venice, Galleria del Naviglio, *Serge Poliakov*, 1969, illustrated in black and white

Literature

Alexis Poliakov, *Serge Poliakov: Catalogue Raisonné, Volume IV, 1963-1965*,
Paris 2009, p. 264, no. 65-78, illustrated in black and white (incorrectly dated)



6

JEAN-PAUL RIOPELLE (1923-2002)

Mint

1961

signed

oil on canvas

38 by 55 cm.

14 15/16 by 21 5/8 in.

This work was executed in 1961.

£40,000 - 60,000

US\$59,000 - 88,000

€53,000 - 79,000

Provenance

Pierre Matisse Gallery, New York

Gallery Moos, Toronto

Private Collection, Calgary

Sale: Sotheby's, Toronto, *Important Canadian Art*, 26 May 2008, Lot 169

Private Collection, Italy

Sale: Farsettiarte, Prato, *Dipinti e Sculture del XIX e XX Secolo*, 29 November 2008, Lot 636

Private Collection, Milan

Acquired directly from the above by the present owner

Literature

Yseult Riopelle and Tanguy Riopelle, *Jean-Paul Riopelle: Catalogue raisonné, Tome 3, 1960-1965*, Montreal 2009, p. 126, no. 1961.025H.1961, illustrated in colour



Mint from 1961 is an exquisite, gem-like painting, executed by one of the most important Canadian artists of the Twentieth Century, Jean-Paul Riopelle. With an enthralling cacophony of colours vigorously applied to the canvas in shades of piercing scarlets, mint greens and midnight blues against a broader backdrop of striated, earthy browns and thick set white, this is a work that is as vivid as it is dynamic. Here the paint has been brought to life, scraped by a palette knife across the surface of the canvas, then manipulated into ridges and furrows, the results standing as evidence of the artist's gestural motions as his energy breathes life into the medium. The bright tonal colour range on *Mint*, unusual for an artist who generally worked with a darker palette in this period, marks the present work as a rarity.

Inspired by the *Surrealist* teachings of André Breton, Riopelle, a French-speaking Canadian, made a name for himself by moving to Paris in 1949. Despite still suffering from the dual legacy of war and occupation, the city was brimming with creativity attracting international artists, thinkers and writers all drawn by its creative possibilities. There Riopelle befriended Samuel Beckett, Alberto Giacometti and Joan Miró, all of whom encouraged his artistic endeavours. *Art Informel* had emerged in Paris as one of the many pioneering by-products of the conflict, as a style of gestural abstraction embraced by Riopelle it rejected both the representational art of earlier generations of artists, which was bourgeois and therefore culpable, as well as the precise minimal geometry of early abstraction which appeared cold and detached. With Europe coming to terms with the horrors of war and seeking to comprehend mankind's atrocities this new expressive art form was intuitive, liberating, spontaneous, and sought a resuscitation of the soul.

Art Informel had many practitioners: Riopelle exhibited alongside Jean Dubuffet, Georges Mathieu, Jean Fautrier and Sam Francis amongst others, and counted many of these names amongst his friends. It was through Francis that Riopelle met fellow artist Joan Mitchell, who having established a reputation for herself in New York as an *Abstract Expressionist* (*Art Informel's* American relation), crossed the Atlantic to embrace the bohemian lifestyle on offer in Paris. Mitchell's paintings tackled paint with the same magnificent verve and aplomb as Riopelle, and their subsequent relationship was as rich and tumultuous as the canvases they individually produced.

The present work, was originally acquired from the legendary Pierre Matisse Gallery, New York, which showcased some of the most important modern artists of its era, with Pierre Matisse (the gallery owner and also son of artist Henri Matisse) being instrumental in defining Modern and Contemporary Art in America. The fact that Riopelle exhibited there is testimony to his roots as a pioneering and enduring figure in the history of Twentieth Century art. The artist went on to represent Canada at the 1962 Venice Biennale where his work was awarded a UNESCO prize, and his paintings are now housed in the permanent collections of some of the world's most prestigious museums including, fittingly, the Montreal Museum of Fine Arts, as well as MoMA, New York, and the Tate, London. *Mint* serves as a wonderful reminder of both the artist's legacy and his mastery of paint, surface, colour and technique.



Detail lot 6

Artist's signature

7AR WT

VICTOR VASARELY (1906-1997)

Véga-Kela

1968

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

170 by 170 cm.
66 15/16 by 66 15/16 in.

£70,000 - 100,000
US\$100,000 - 150,000
€92,000 - 130,000

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

Provenance

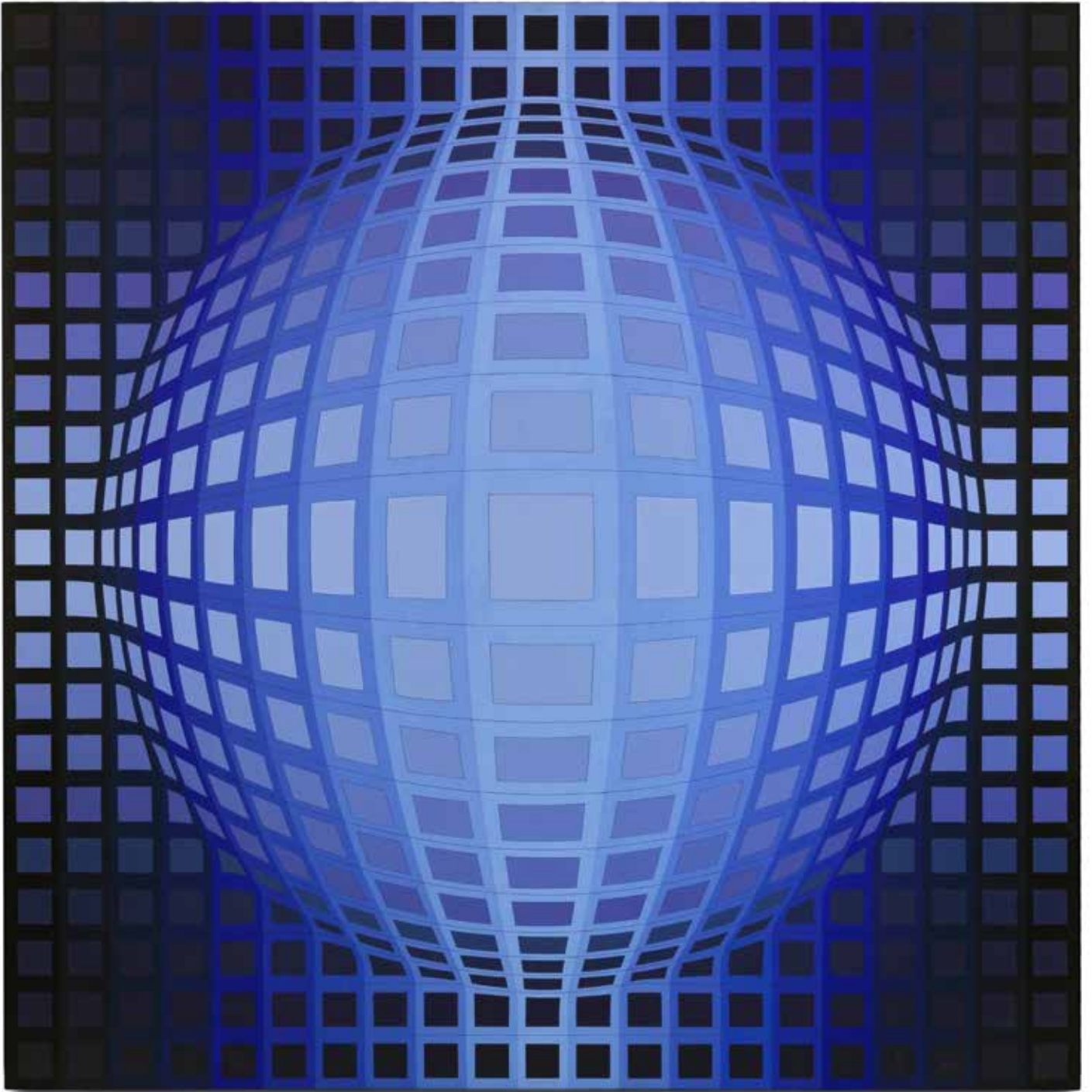
Gimpel & Hanover Galerie, Zurich
Acquired directly from the above by the previous owner in 1969
Thence by descent to the present owner

Exhibited

Zurich, Gimpel & Hanover Galerie, *Victor Vasarely*, 1969, no. 15
Lausanne, Musée des arts décoratifs de la Ville de Lausanne, *La peinture contemporaine dans les collections vaudoises au profit de Terre des hommes*, 1971, no. 134 (incorrectly titled)

Literature

Jacques Monnier, 'Art contemporain et "Terre des Hommes"' in: *Tribune de Lausanne*, 5 February 1971, p. 31, illustrated in black and white (incorrectly titled)







AN OUTSTANDING *MAO* BY
ANDY WARHOL

LOT 8

PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION

8*

ANDY WARHOL (1928-1987)

Mao

1973

signed, dated 73 and with the *Andy Warhol Art Authentication Board* stamp and number *A104.076* on the overlap
acrylic and silkscreen ink on canvas

30.5 by 25.4 cm.
12 by 10 in.

£580,000 - 780,000

US\$850,000 - 1,100,000

€760,000 - 1,000,000

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

Provenance

Leo Castelli Gallery, New York (no. LC 1027)

Paul Kantor, Los Angeles

Ulrike Kantor, Los Angeles

Acquired directly from the above by the present owner *circa* 1981

Literature

Sally King-Nero and Neil Printz, *The Andy Warhol Catalogue Raisonné: Paintings and Sculptures 1970-1974*, Vol. 3, New York 2010, p. 235, no. 2385, illustrated in colour





The word 'masterpiece' may be overused in the art world, but few works of art can deserve the label more than Andy Warhol's *Mao* of 1973. A paradigmatic canvas, representative of the artist's oeuvre at its most innovative, energetic and darkly witty, this is an image which captivated a generation, recording a pivotal moment in art, and indeed world history. The remarkable thickness of the acrylic we see here is typical of the period, demonstrating Warhol's developing fascination with his materials; the paint is added with undoubted vigour, but also with a care which allows it to enhance the image beneath, each block of colour highlighting elements of the portrait. As its simple title implies, *Mao* depicts the face of one of the last century's most powerful and controversial leaders bathed in a wash of colour; acid green, luscious blue and a crown of intense red applied with a dexterous *élan* which symbolises Warhol's triumphant early 70s return to painting. After more than three decades in a private collection, with an exemplary provenance dating back to its original purchase from the Leo Castelli Gallery, New York, the present work re-emerges as arguably the finest example of this landmark series to ever reach the market.

Already an art-world success story, by the late 1960s Andy Warhol had apparently moved on from painting, immersing himself instead in

the process of filmmaking, using his growing circle of 'superstars' as actors. By the start of the following decade, he was being advised to return to the medium that had first made his name; a new, high-profile portrait was required, one to match his *Marilyns* or his *Jackies*, a face that would capture the moment. His Swiss dealer Bruno Bischofberger apparently suggested in 1971 that Albert Einstein might make a suitably heavyweight subject, but Warhol had other ideas. By the following year, he had produced the first example of what has become one of his most instantly recognisable set of portraits, a new image to define a new era. The face that Warhol chose was that of Mao Zedong (sometimes written Mao Tse-tung), also known as Chairman Mao (1893-1976). A group of works featuring this face was to follow, re-establishing Warhol as a master of modern painting.

Above

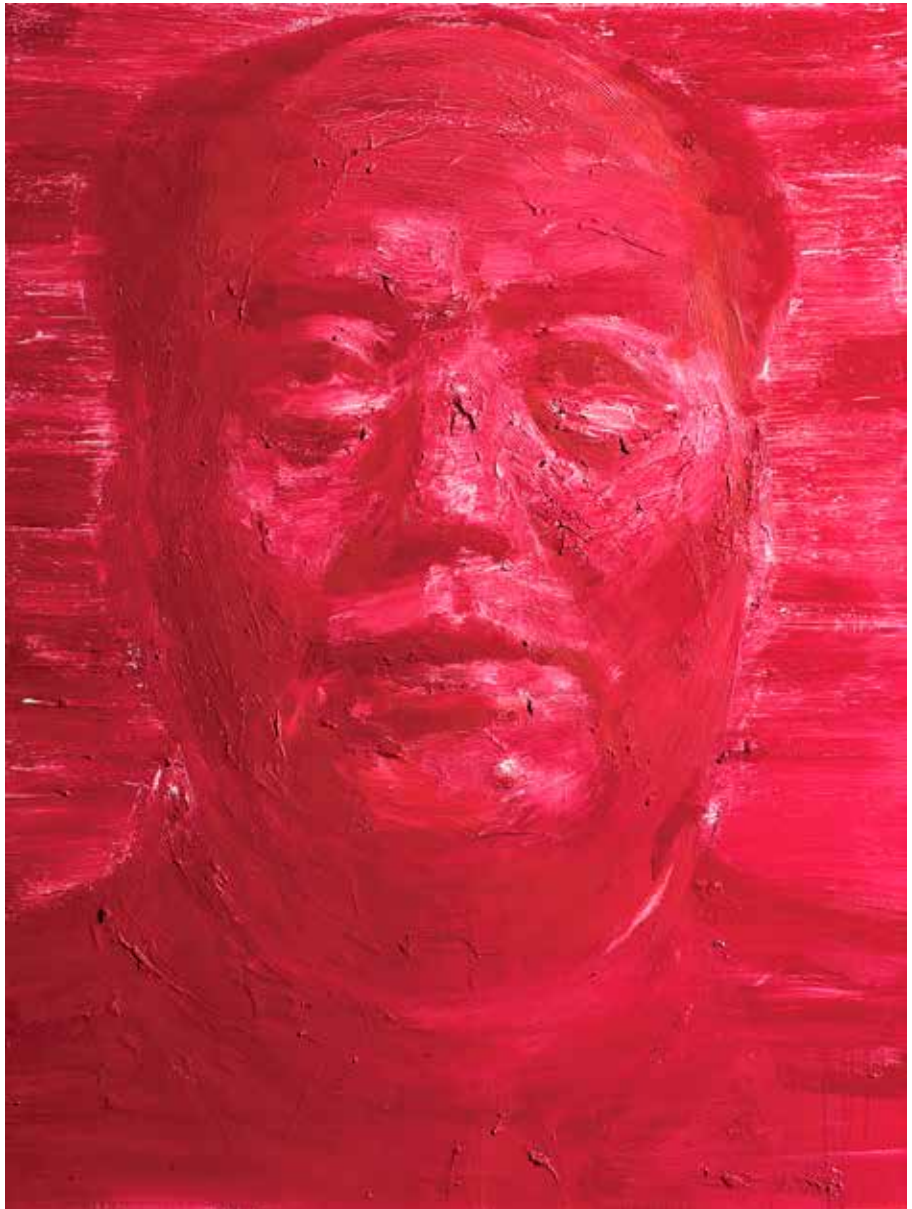
Andy in Tiananmen Square, Close-up, 1982
Photo Christopher Makos 1982. christophermakos.com

Right page

Yan Pei-Ming, *Mao Rouge*, 2000
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The image that Warhol chose for his portrait was the photograph of Mao included as the frontispiece to his famous book, *The Thoughts of Chairman Mao*, better known today as the *Little Red Book*, a collection of essays, quotes and speeches by the man himself which summed up the key principles of *Maoism*. Published between 1964 and 1976, the book was printed in vast numbers; although accurate figures are hard to come by, estimates have ranged from one to around six billion copies, many of them being distributed during the Cultural Revolution. The face that Warhol appropriated for the present work not only decorated this book, but also hung in countless state offices and buildings throughout China, its enigmatic, authoritative expression gazing down at generations of Chinese citizens. In terms of instant recognisability, this portrait is up there with the *Mona Lisa*, *Jesus* and *Queen Elizabeth II*, all of whom, of course, were also painted by Warhol at some point in his career. Whilst the original image was highly posed and no doubt painted in a manner that presented the best aspects of the Chinese leader, in *Mao*, 1973 Warhol has added his own distinctive flourishes, turning a portrait which had become virtually undecipherable through its very ubiquity, into something entirely new.

The present work vividly displays Warhol's renewed interest in colour, and his growing concern with the gestural use of paint that is typical of this period. Video footage of the artist at work on one of his *Mao* canvases survives, showing the vitality of his technique, the paint pulled and dragged across the surface in bold, boisterous swoops. The result, as we see in *Mao*, 1973, is a fascinating dialogue between source material and painterly overlay, with the cool, calm visage of Mao himself shrouded in an aura of colour and motion. The thickness of the paint is remarkable, the deep impasto a record of the vitality of Warhol's practice at this time, referencing perhaps the high-relief elements of *Abstract Expressionism* in all of their glorious messiness. In places, most noticeably in the blues and whites of the figure's jacket, the paint seems to have been squeezed straight from the tube, the tones barely mixed before they hit the canvas. The most striking element here is surely the rich scarlet ring which hovers, halo-like, above the head. With his hint of a smile, the rather austere Mao himself seems, perhaps surprisingly, to be relishing the magnificent, stained-glass glow that engulfs him.



The early 1970s witnessed an unprecedented thawing of relations between China and the USA, but any idea that Warhol saw his *Mao* portraits as a political statement seems to be dispelled by the notes he made in his diary around this time: "I've been reading so much about China. [...]," Warhol wrote. "The only picture they ever have is of Mao Zedong. It's great. It looks like a silkscreen" (the artist in: David Bourdon, *Warhol*, London 1995, p. 317).



The background of the page is an abstract, textured composition. It features a mix of teal, light blue, and brown tones. There are large, irregular shapes and patterns, including what looks like a halftone or dot pattern in the upper left and lower right corners. The overall effect is a complex, layered visual field that changes as the viewer's perspective shifts.

Ultimately, it was the image itself which interested the artist, and perhaps most importantly its omnipresence across the world's most populous nation. Warhol's interest in the everyday is well known, as seen in works such as his celebrated *Soup Cans* and *Brillo Boxes*, as well as his use of newspaper headlines and advertising slogans in his silkscreens. In the case of *Mao*, he was appropriating the closest thing that China had to commercialism, although in this case it was politics and power which were being promoted, advertised and promulgated. Despite this, it is hard to believe that Warhol did not see the paradox inherent in this work, the portrait of a Communist hero reworked by the artist best-known for his portrayals of rampant consumerism: what could be more post-modern, more ironic than Mao as "blue-chip" art masterpiece, the portrait of a harsh critic of Western capitalism painted to hang in the drawing rooms of America's moneyed collectors?

The *Mao* portraits were celebrated in a pivotal 1974 exhibition at the gallery run by the legendary Leo Castelli, Warhol's principal dealer in New York who was crucial in establishing the artist's international reputation, where the present work was also originally purchased. An instant critical success, the bold palette and painterly style of the *Maos* established the template for Warhol's portraits throughout the following decade. A number of them now reside in important museum collections around the globe: the Metropolitan Museum of Art, New York has a portrait on canvas, as does the Art Institute of Chicago and the Louisiana Museum of Modern Art in Denmark, while the Centre Pompidou in Paris and MoMA, New York have monochrome *Maos* in graphite on paper. Numerous more recent artists have also re-appropriated Warhol's appropriated image, demonstrating the intense hold that that work has had across late Twentieth and early Twenty First century art. Perhaps most telling is the list of Chinese artists who have since produced their own *Maos*, an impressive roll call which includes names such as Yan Pei-Ming, Zeng Fanzhi, Wang Guangyi, Li Shan, Ai Weiwei and Yu Youhan.

Warhol himself only made it to China in 1982, six years after Mao Zedong's death, but he still made sure to have himself photographed in front of a monumental public image of the late leader on show in Tiananmen Square. Today, the attitude of the Chinese, both general public and State Council alike, is one of ambivalence. Depending on your viewpoint, Andy Warhol's *Mao*, 1973 may represent a vision of power and omnipotence, or cruelty and dictatorship, the heroism of a true revolutionary, or the folly of political egoism. Nevertheless, Warhol's choice of image was undoubtedly prescient, for, as he so often did, he has selected here a portrait with a global and timeless reach. In this work of art we discover a portrait of a man who changed the world painted by a man who also changed the world, two figures who have had an incalculable influence on the cultural landscape that we inhabit today. No matter what your political viewpoint, Andy Warhol's *Mao* of 1973 is nothing less than a cornerstone in the canon of modern art, a true classic with a never-ending ability to inspire, challenge and influence.

CHRISTO (B. 1935)

Over the River (project for Arkansas River, State of Colorado)
2006

signed and dated 2006; signed and dated 2006 on the reverse
enamel paint, wax crayon, pencil, photograph by Wolfgang Volz, fabric
sample and topographic map on card laid on board, in a perspex frame

21.5 by 28 cm.
8 7/16 by 11 in.

£18,000 - 25,000

US\$26,000 - 37,000

€24,000 - 33,000

The authenticity of this work has been confirmed by the artist, this work is also accompanied by a photo-certificate of authenticity signed by the artist.

This work will be included in the forthcoming *Christo Catalogue Raisonné* being prepared by Galerie Daniel Varenne, Geneva, under no. 10023.

Provenance

Galleria L'Elefante, Treviso

Private Collection, Italy

Sale: Casa d'Aste Meeting Art S.p.A., Vercelli, *Opere dell'Arte Moderna e Contemporanea*, 12 April 2008, Lot 353

Acquired directly from the above by the present owner

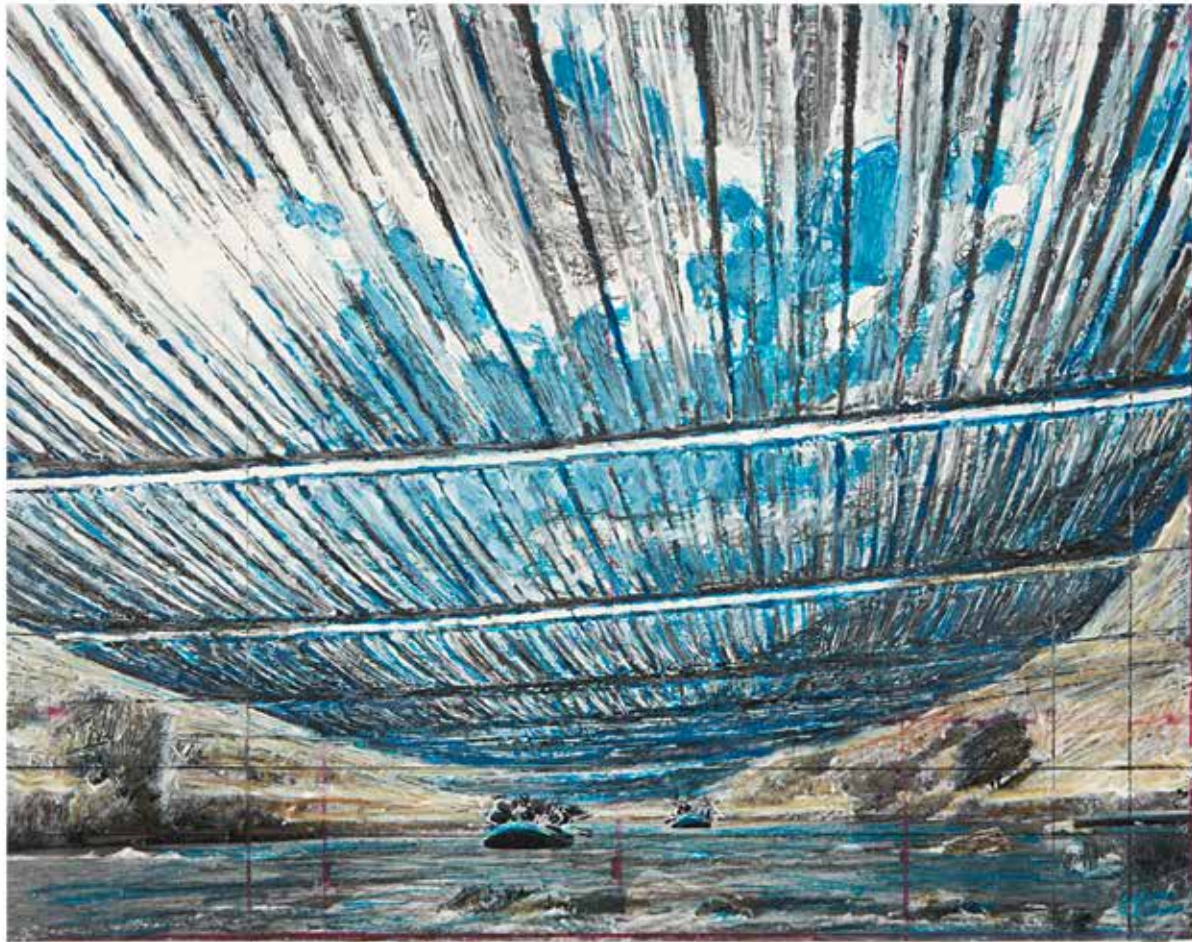
Over the River (project for Arkansas River, State of Colorado) is one of Christo's most ambitious projects to date in terms of both its vision and scale. Originally conceived in 1992 the artist planned on suspending gigantic luminous silver fabric panels along the natural line of a river course. The contours of the Arkansas River between Canon City and Salida in the State of Colorado offered the perfect setting, with raised banks in which to anchor steel supporting cables as well as ample viewing opportunities from a parallel road running above. Just under six miles of fabric was allocated, segmented to allow for man-made and natural obstacles such the bridges and trees that interrupted the bank, and at a width to allow the interaction of light between its reflective surface and that of the moving water beneath, as well as the wide blue Colorado sky. The project, as with all of the artist's most significant installations, was to be funded entirely by the sale of unique original artworks, including the present work, which captures the drama of swiftly moving vessels propelled along the rapids under the gigantic arc of the blue-flushed canopy. This work is formed from paint, crayon and pencil applied to an original photograph flanked by a fabric sample and collaged topological map. The bijou scale of the object itself stands as a stark counterpoint to the epic installation adding a complexity to the relationship between study and project.

Despite only ever intending for it to be a temporary installation, the project has suffered from its own unique series of setbacks as a result of some local opposition, resulting in a number of (failed) lawsuits and subsequent appeals against the federal, state and local bodies that

issued the artists with the necessary permits to begin work. The future of this gigantic installation now rests on the outcome of these appeals, and it remains a work in progress.

Christo's latest large scale project entitled *The Floating Piers*, is set to be unveiled in June of this year. Connecting the shores of opposing sides of Lake Iseo in Northern Italy by means of a 3km long floating walkway covered in bright yellow fabric, this temporary structure allows participants to reach the settlements scattered along the shorelines that were previously only accessible by boat. The surrounding mountains also offer the experience of a familiar view of the lake bisected and transformed by shimmering yellow ribbons, and like the present work plays with the dynamic and ethereal qualities of light and water.

Christo's monumental site-specific artworks are now world-renowned, their scale defying their temporality, ephemeral and playful like the interaction of light and water and yet brought to life by the original studio works that remain a lasting legacy of their former presence. *Over the River (project for Arkansas River, State of Colorado)* is in itself a testament to an ambitious project that has now almost been 25 years in the making and yet still has the power to inspire and connect on a universal level.



suspended fabric panels (polypropylene) width 45'-120'0" length 35'8" from steel cables dia 9/16"
height above (water) river level 8'-25'0"

Ursula
2006

Over the River (project for Arkansas River, State of Colorado) Fremont and Cheffee Counties





**POST-WAR
ITALIAN ART**

LOTS 10 - 20

10^{AR}

PIERO DORAZIO (1927-2005)

Emesa III

1975

signed, titled and dated 1975 on the reverse and with the *Studio Piero Dorazio* stamp and number 596 on the stretcher twice
oil on canvas

105 by 75 cm.

41 5/16 by 29 1/2 in.

£18,000 - 25,000

US\$26,000 - 37,000

€24,000 - 33,000

This work is registered in the *Archivio Opera Piero Dorazio*, Todi, under no. 75 090130 180450 003, and is accompanied by a photo-certificate of authenticity.

Provenance

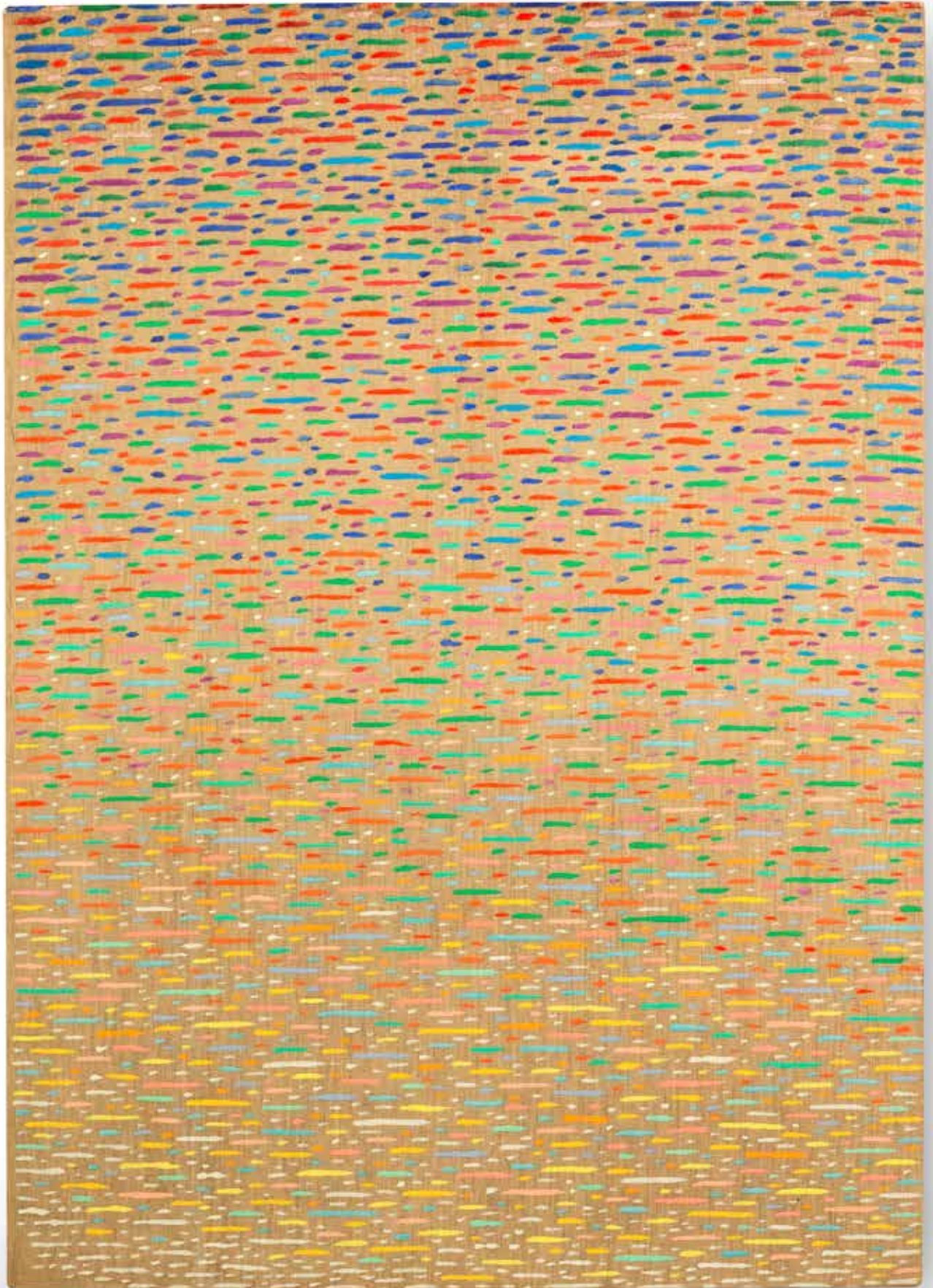
Galleria del Milione, Milan

Galleria Plurima, Udine

Acquired directly from the above by the present owner *circa* 1987

Literature

Marisa Volpi Orlandini and Giorgio Crisafi, *Dorazio*, Venice 1977, no. 1524, description of the work listed (incorrectly dated)



11^{AR}

AGOSTINO BONALUMI (1935-2013)

Giallo

1967

signed on the reverse
shaped canvas and vinyl tempera

120 by 95 by 20.5 cm.
47 1/4 by 37 3/8 by 8 1/16 in.

This work was executed *circa* 1967.

£90,000 - 120,000

US\$130,000 - 180,000

€120,000 - 160,000

This work is registered in the *Archivio Bonalumi*, Milan, under no. sd-017,
and is accompanied by a photo-certificate of authenticity.

Provenance

Galleria d'arte Studio f.22, Palazzolo sull'Oglio

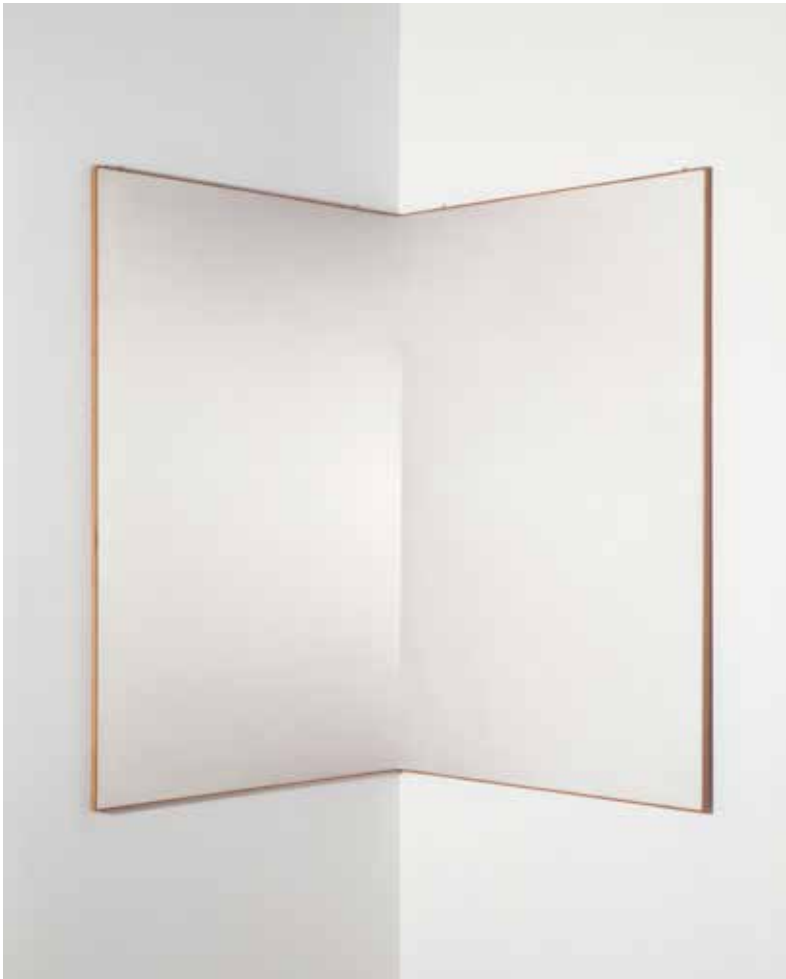
Galerie Michael, Heidelberg

Bankhaus Carl F. Plump & Co AG Collection, Bremen

Sale: Ketterer Kunst, Berlin, *Perspective 45/97: Contemporary Art Part II*, 31 October 1997, Lot 293

Acquired directly from the above by the present owner





Burnished like the image of a golden sun and poised in a formal balance of exquisite delicacy *Giallo*, from circa 1967 is one of Agostino Bonalumi's most intensely sensual works. In some places sinuous and vibrant and in others featureless and stark, *Giallo* blurs the boundaries between painting and sculpture, breaking out from two into three dimensions in a fascinating landscape of concave and convex, volume and space. It creates shadows as it curves, soft inclines broken by crisp, hard contours.

Born in 1935 in the town of Vimercate, only a few kilometres from Milan, Agostino Bonalumi originally intended to study technical and mechanical design. Dissatisfied with the direction he was taking, it was probably his proximity to what was at that time a hotbed of the creative avant-garde which finally inspired Bonalumi to leave his studies, and instead turn his attention towards art. Bonalumi's talent was evident and celebrated almost immediately to the extent that he was offered his first solo exhibition at Milan's Galleria Totti at the tender age of twenty-one.

Not much later he made the acquaintance of Enrico Baj, also visiting his studio, where he was to meet Piero Manzoni and Enrico Castellani – the founders of the legendary and hugely influential *Azimut* gallery in Milan, where Bonalumi would later exhibit. United by their opposition to the current trend for *Informalism*, a movement largely concerned with the gestural potential of painterly abstraction, these artists formed a new vision for the future of art, one which called into question the very elements of painting on canvas, and which pushed them, quite literally, in new directions. In such esteemed company, and with such



Above

Agostino Bonalumi, *Galleria del Naviglio, Milano*, 1967
© Archivio Bonalumi, Milan
© DACS 2016

Left page

Enrico Castellani, *Superficie angolare Bianca*, 1964
Paris, Centre Pompidou
Photo © Centre Pompidou, MNAM-CCI, Dist. RMN-Grand Palais / Philippe Migéat
© ADAGP © DACS 2016



bold intentions, it is certainly no surprise that Bonalumi was to quickly become a major player in the field of Italian art in the second half of the Twentieth Century, a true pioneer whose work was to earn him an international reputation.

Today Bonalumi is best-known for his archetypal shaped canvases, a technique often referred to using the Italian term *estrofessione*, meaning to invert, or turn inside out, which we see used to such great effect in the present work. It was a technique also explored by his compatriot and contemporary Enrico Castellani. Whilst the gently peaked surfaces of Castellani's paintings served as a leitmotif for his practice and remained similar throughout his career, Bonalumi's surfaces were more varied, and he investigated a myriad of different forms and shapes. Like Castellani, he explored vivid colour and it is undoubtedly this aspect of *Giallo* which is most arresting, its auriferous yellow tone glowing with the power of a blazing sun. Created from layers of vinyl tempera painted onto a shaped canvas, the surface of *Giallo* (which simply translates as 'yellow') is flawless, and, as it curves over into eternity, apparently endless. Beneath hides a complex structure which surely owes much to the artist's original technical training, a carefully constructed stretcher which pushes the canvas into shape, but for the viewer it is the overall impression of that facade which is key. Bonalumi's work concentrates on materiality above all else, and relies upon a complete understanding

of the media at hand. The artist's own description of his artistic process reveals again his technical approach to his creations: "My work has never been about indulging a material for the sake of it. It's the result of an active interest in materials themselves, the intelligence of the materials" (the artist in: Carlos Basualdo, *Agostino Bonalumi: All the Shapes of Space 1958-1976*, Milan 2013, p. 9).

Giallo dates from the artist's most fruitful period, a time when he was producing some of his most innovative works. Its distinctive form demonstrates clear links with his *Blu abitabile* (literally 'habitable blue'), an enormous installation of similarly shaped elements developed for a prominent exhibition entitled *Lo Spazio dell'Immagine* (the Space of the Image) held at the Palazzo Trinci in Foligno that same year. Perhaps inevitably for such a provocative work of art, *Giallo* with its strange, otherworldly forms, poses more questions than it answers. But then, Bonalumi would have had it no other way. Significant on numerous levels, as a work of art *Giallo* is audacious and imposing, and as an art historical object, it is an important record of a pivotal moment in the evolution of Modernist abstraction.

12^{AR}

MARIO SCHIFANO (1934-1998)

Untitled

1960

signed and dated 60 on the reverse, signed and dated 60 on the stretcher
cement and iron on canvas

47.5 by 29.5 cm.

18 11/16 by 11 5/8 in.

£10,000 - 15,000

US\$15,000 - 22,000

€13,000 - 20,000

This work is registered in the *Archivio Mario Schifano*, Rome, under no. 03144160416, and is accompanied by a photo-certificate of authenticity.

Provenance

Mimmo Rotella Collection, Milan

Peruz Collection, Milan

Galleria Cenobbio Visualità, Milan

Acquired directly from the above by the present owner in 1978-1979

On first glance, one might simply assume Mario Schifano's *Untitled* 1960 to be some sort of industrial component appropriated from the street and hung on a wall. Yet this couldn't be further from the truth: this is a fully realised and composed painting, which in an iconoclastic manner, eschews traditional mediums like oil or gouache in favour of materials normally used in the building industry. When we consider the date of execution, 1960, it is clear that this is a singularly radical artwork, and a rare piece from Schifano's staggeringly diverse output.

Here, the artist applied wet cement directly onto a canvas before affixing the rusted iron sheet and holding it in place with bolts. A quick look at the verso confirms this, as we can see the wet cement oozed through the weave of the canvas pooling in little blobs. The bolts are also clearly visible, indicating that this artwork is an *assemblage* in the most literal definition of the term – the use of a fully utilitarian component as an aesthetic device is something particularly radical. Paint has been replaced by naturally occurring pigment, and the orange glow of the rust is perfectly offset by the cold muteness of the cement. This cement border is redolent of Schifano's more conventional *Monocromi*, where a sheet of enamel painted paper is placed on a canvas, creating a border. This *leitmotif* would pervade his practice, and it is fascinating to see this same framework used in such an unconventional manner.

Interestingly this artwork was in the private collection of Mimmo Rotella, the avant-garde Italian artist who pioneered the use of *décollage* (the ripping of posters garnered from the street) in his works. Rotella was

interested in articulating the trace of time on the urban environment, and perhaps the present work spoke to him on a level that reverberated with the same ideals of his practice. In 1960, the same year as the present work was executed, Pierre Restany curated an exhibition entitled *Cinque Pittori Romani: Angeli, Festa, Lo Savio, Schifano, Uncini* which showcased five young Roman painters alongside each other at the Galleria La Salita in Rome. Intriguingly, similar cement works by Schifano would have been exhibited alongside works by Giuseppe Uncini – another pioneer whose practice was totally based on the use of concrete.

Untitled 1960 is from a very precise moment in the artist's career before he travelled to New York and *Pop Art* irresistibly inspired his practice. America would prove fertile ground for Schifano, and he became one of the few European artists to make a sustained influence on the *Pop* aesthetic internationally. Schifano even signed a contract with the legendary dealer Ileana Sonnabend in 1962 – evidence of his importance if any were ever needed. Ultimately the present work, is an utterly avant-garde and beautiful artwork, which offers collectors the chance to acquire an exceedingly rare piece by one of the most important and eclectic artists of the Post-War era.



13^{AR} WT

MARINA APOLLONIO (B. 1940)

Struttura in Acciaio 6x6

1969

enamel on stainless steel

190 by 60 by 47.5 cm.

74 13/16 by 23 5/8 by 18 11/16 in.

This work was executed in 1969, and is number 1 from an edition of 6.

£20,000 - 30,000

US\$29,000 - 44,000

€26,000 - 39,000

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

Provenance

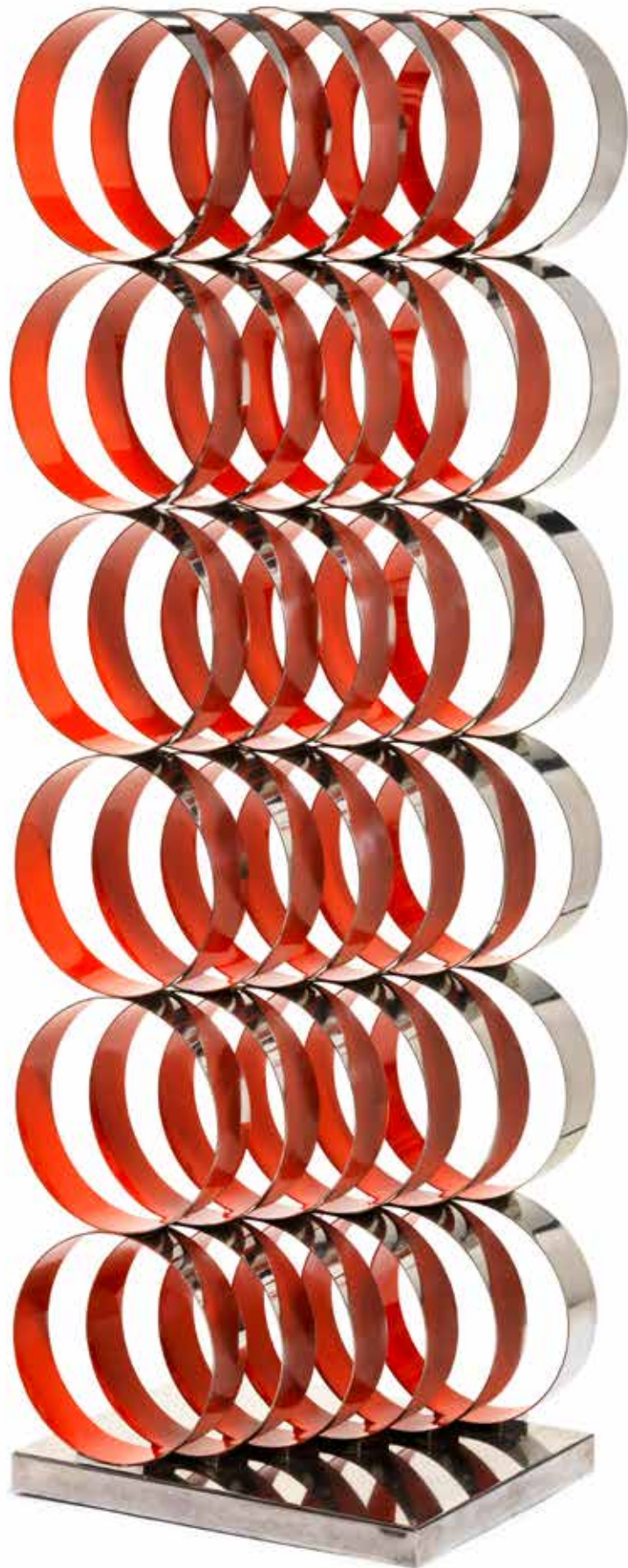
Galleria Dei Mille, Bergamo

Acquired directly from the above by the previous owner *circa* 1971

Thence by descent to the present owner


Literature

Joe Houston, Ugo Savardi and Bianca Maria Menichini, *Marina Apollonio*, Milan 2014, p. 61, illustrated in black and white





Alternative view of the present work



To engage with *Struttura in Acciaio 6x6* from 1969 is not to merely stand, look, and consider. Rather one impulsively wanders around the sculpture, mesmerised by the regimented forms constantly shifting and morphing in unison depending on the viewer's position. On the surface, this is a technically humble artwork, yet the result could not be more enthralling.

As the title alludes, the present work is composed of thirty six stainless steel rings with highly polished and reflective exteriors, and bright scarlet enamelled interiors. These are stacked upon one other to form a column of six rings, with a total of six columns placed slightly out of synch from each other on the base, like a spring pulled in a diagonal direction. Of course, the positions of each element have been carefully scrutinised for the maximum optical effect on the viewer. As one moves slowly around the work, the rings take on a variety of shapes: thin outlines of circles, crescents, and solid barrels. The interplay between the mirrored chrome and deep enamel is exquisite, each reflecting off one another and keeping one's eye constantly busy trying to make sense of what exactly is taking place.

Struttura in Acciaio 6x6 is an archetypal example of *Op Art*, an artistic movement that started in Europe in the early 1960s, which venerated stark optical forms and illusions over expressionistic mark making. Artists were drawn to *Op Art's* democratic and unpretentious aesthetics - formulae, shapes, and ideals which could be easily decoded and understood by the public and even children - rather than the multi-

layered, academic, and at times opaque *Conceptualism* which had become increasingly prevalent. *Op* artists also employed scientific frameworks in order to maximise the optical effects of their artworks, researching colour theory and the physiology and psychology of perception. This ethos can be felt reverberating through the present work, its wonderful optical effects resultant from an almost scientific level of detail and accuracy. Indeed, Marina Apollonio favoured a highly regimented, almost mathematical system for making her works. After choosing a primary shape, in this case a circle, the artist would study its structural possibilities so that she could make it active, constantly aiming for the maximum visual result whilst using the most minimal of means. Indeed the circle held special significance for the artist, and it was consistently the most important motif in her practice. *Struttura in Acciaio 6x6* is a rare work and the first sculpture of this scale to appear on the market. Having been in the same family collection for more than thirty years, its freshness is astonishing.

Since bursting on to the scene in the 1960s, Marina Apollonio had an incredibly diverse output experimenting with painting, sculpture, kinetic art, and even weaving later on in her career. This cemented her position as one of the most influential artists in the Italian Post-War era. Her work is now held in some of the most important public collections in the world including the New Museum, New York, the Peggy Guggenheim Collection, Venice, MACBA, Buenos Aires, and the Museo d'Arte Moderna, Turin.

PROPERTY FROM A DISTINGUISHED ITALIAN COLLECTION

14^{AR}

GIANNI COLOMBO (1937-1993)

Spazio elastico

1974

signed on the reverse
elastic bands, nails and enamel on wood

64 by 64 by 5 cm.
25 3/16 by 25 3/16 by 1 15/16 in.

This work was executed in 1974.

£45,000 - 65,000

US\$66,000 - 95,000

€59,000 - 85,000

This work is registered in the *Archivio Gianni Colombo*, Milan, under no. 1198, and is accompanied by a photo-certificate of authenticity.

Provenance

Studio Dabbeni, Lugano (no. 2094)

Galleria Giuli, Lecco

Private Collection, Venice

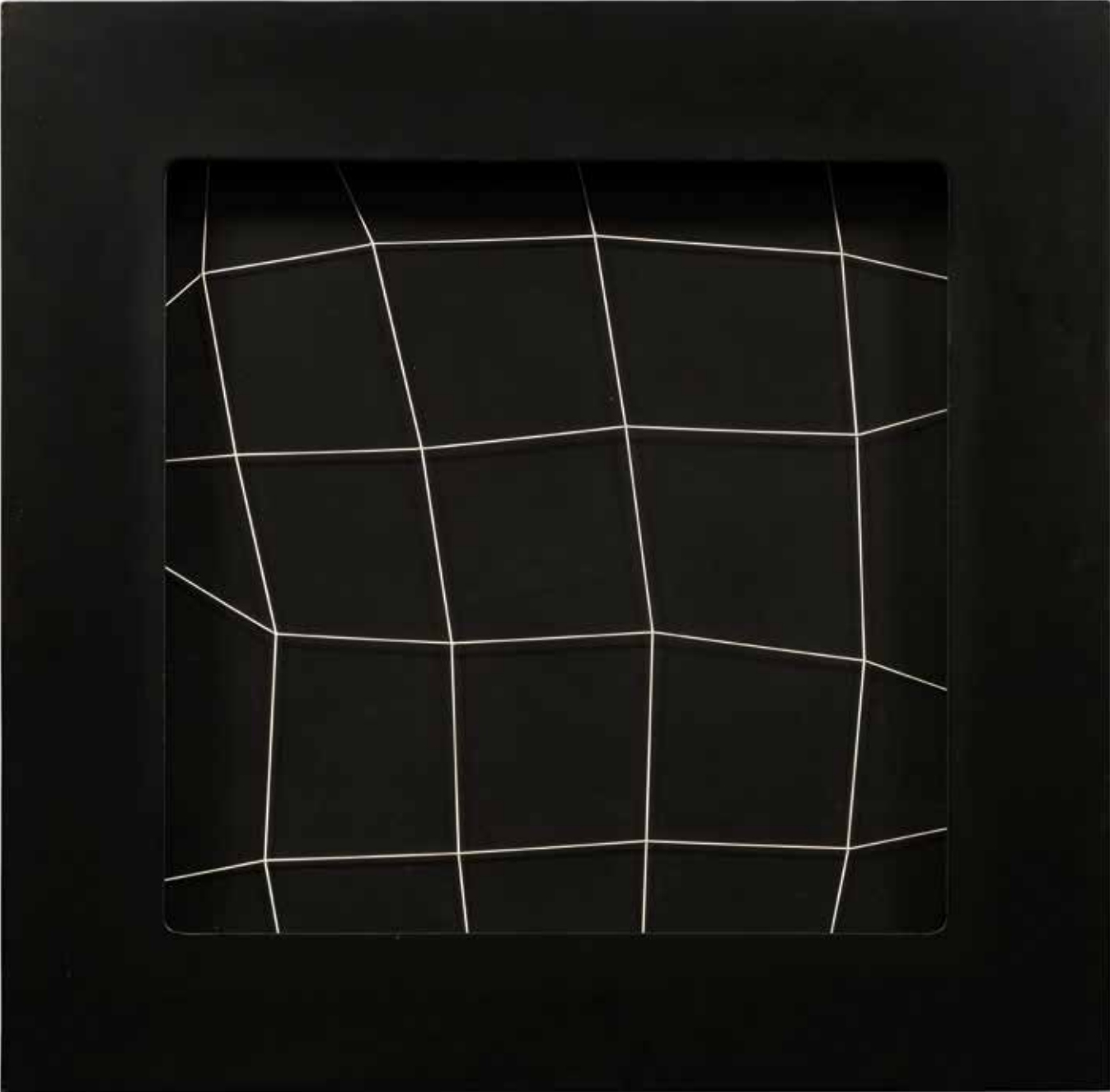
Studio Casati, Merate

Valmore Studio d'Arte, Venice

Acquired directly from the above by the present owner

Exhibited

Buenos Aires, Museo de Arte Contemporáneo de Buenos Aires; Buenos Aires, Museo de Arte Contemporáneo Latinoamericano, *Percezione e Illusione: Arte Programmata e Cinetica Italiana*, 2013-2014, p. 121, illustrated in colour





Only now is Gianni Colombo finally being recognised as one of the giants of Italian Post-War Art. A pioneering figure who co-founded the influential *Gruppo T* movement with Giovanni Anceschi, Davide Boriani, and Gabriele Devecchi in 1959 his work has held as its central mission the exploration of space and light through the delicate balance of contrasting materials. *Spazio Elastico*, 1974, can be seen as a signature example from his most confident period in the early 1970s and yet it goes beyond the traditional formal structure of his works in this series. Present are the elastic lines that suggests an ethereality that reminds the viewer of constellations and supernatural force lines, held within the immovable fastness of the black frame. In the present work the elastic is delicate creating a slightly twisted grid that only intensifies the feeling of tension, of something infinite being anchored out of sight and recalling the dialectics of Piet Mondrian and of course the grid works of François Morellet. There is also a clearly defined relationship between the great Venezuelan *Op* artists Jesús-Rafael Soto and Carlos Cruz-Diez, explored to such great effect in 2013 in Buenos Aires in the seminal exhibition *Arte Programmata e Cinetica Italiana*, in which the present work was featured and illustrated.

Colombo made great efforts to challenge and indeed subvert the concept of an artwork as an object merely to be contemplated; whilst his pieces were not interactive in a performative sense, they subtly invited the viewer to challenge their own ideas of space and reality by using a frame that also functioned as a hinged box which allowed the viewer to open the composition and as it were inhabit the artist's inner world. Through the use of emerging technology, radical in the period, the process of engaging with an artwork suddenly became an active experience rather than a passive one.

Experiments with time, space and support using new media and radical philosophy was a guiding credo that united the artists who showed at the hugely influential Azimut Gallery in Milan including titans of European Post-War art Piero Manzoni, Enrico Castellani, Agostino Bonalumi, Dadamaino, Paolo Scheggi and the other members of Colombo's *Gruppo T*. Colombo's works frequently operated on the principle of autonomy, requiring the audience to initiate a process that led in unexpected directions, freeing each interaction from objectivity and creating a very personal relationship between the individual and the exact moment of experience: "I've always said that my works have the character of a self-test. They weren't made to obtain information, but to emancipate the viewer from his state of perception, making him aware of what concerned him," (the artist in an interview with Jole De Sanna published posthumously in 1995.)

The ambitions of the artist were not limited merely to interacting with the viewer in a purely visual or even sensory manner but to challenge their very spatial understanding; the geometric lattice of the elastic created a negative effect which left the viewer unsure of the relationship between presence and absence within the confines of the frame, a very specifically disorientating process. It is no surprise perhaps then that the artist was given a special award at the Venice Biennale in 1968 for this very series.

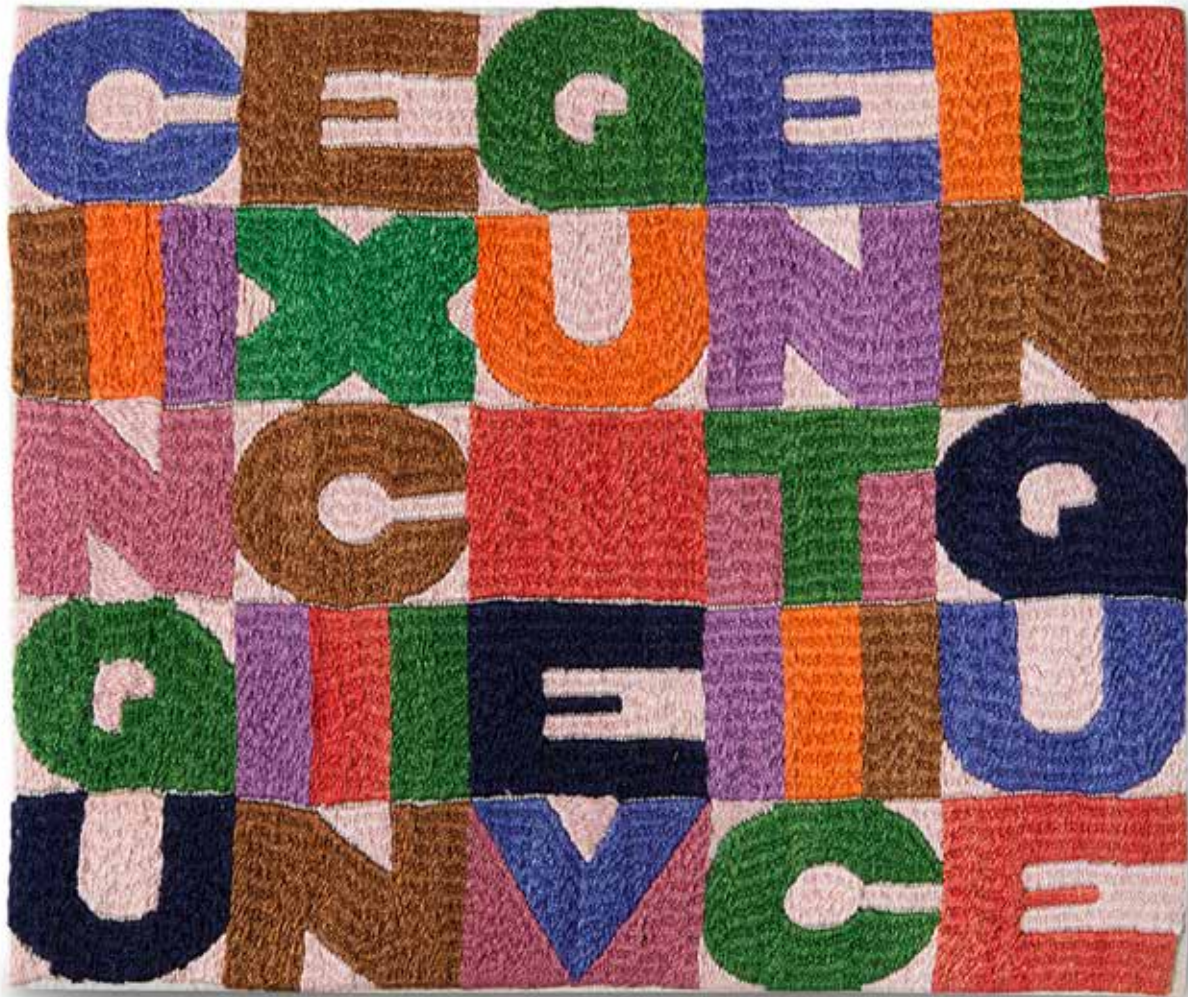
Above

Piet Mondrian, *Composition*
Amsterdam, Stedelijk Museum
© 2016 DeAgostini Picture Library/Scala, Florence

Right page

Detail of the present work





15^{AR}

ALIGHIERO BOETTI (1940-1994)

Cinque x cinque venticinque

1989

signed and inscribed *PER ROSARIA - ROSI PER ME* on the overlap embroidery on canvas laid on board

20 by 24 cm.

7 7/8 by 9 7/16 in.

This work was executed *circa* 1989.

£18,000 - 25,000

US\$26,000 - 37,000

€24,000 - 33,000

This work is registered in the *Archivio Alighiero Boetti*, Rome, under no. 7743, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Italy

Acquired directly from the above by the present owner in 2009



16^{AR}

VALERIO ADAMI (B. 1935)

La stanza da bagno
1967-1968

signed, titled and dated 1967-1968 on the reverse
acrylic on canvas

100 by 81 cm.
39 3/8 by 31 7/8 in.

£8,000 - 12,000
US\$12,000 - 18,000
€11,000 - 16,000

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

Provenance

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

17* AR

MARIO MERZ (1925-2003)

Untitled

1982

acrylic, charcoal, ink, bondo and shell on gauze laid on cardboard

126 by 127 cm.
49 5/8 by 50 in.

This work was executed in 1982.

£35,000 - 45,000

US\$51,000 - 66,000

€46,000 - 59,000

This work is registered in the *Archivio Merz*, Turin, under no. 2169/1982/TL.

Provenance

Sperone Westwater Fischer Inc, New York (no. SWF83.115)
Acquired directly from the above by the previous owner *circa* 1983
Thence by descent to the present owner

Exhibited

New York, Sperone Westwater Fischer, *Merz, Nauman, Singer, Venezia*, 1983

If any Twentieth Century artist came close to capturing the almost mystical beauty and terrible power inherent in the natural world, it was Mario Merz. A major figure in the Italian avant-garde movement known as *Arte Povera*, Merz's work is often created from humble materials, challenging the most basic ideas of what can or should constitute great art. Large and imposing, and yet subtle and deftly handled, *Untitled* of 1982 is an example of the artist at his most perceptive, and most penetrating. But like nature itself, this elusive work remains strangely hard to pin down, refusing to be defined by borders or boundaries. In its attempt to represent the infinite, Mario Merz's *Untitled*, 1982 pushes human comprehension to its very limits.

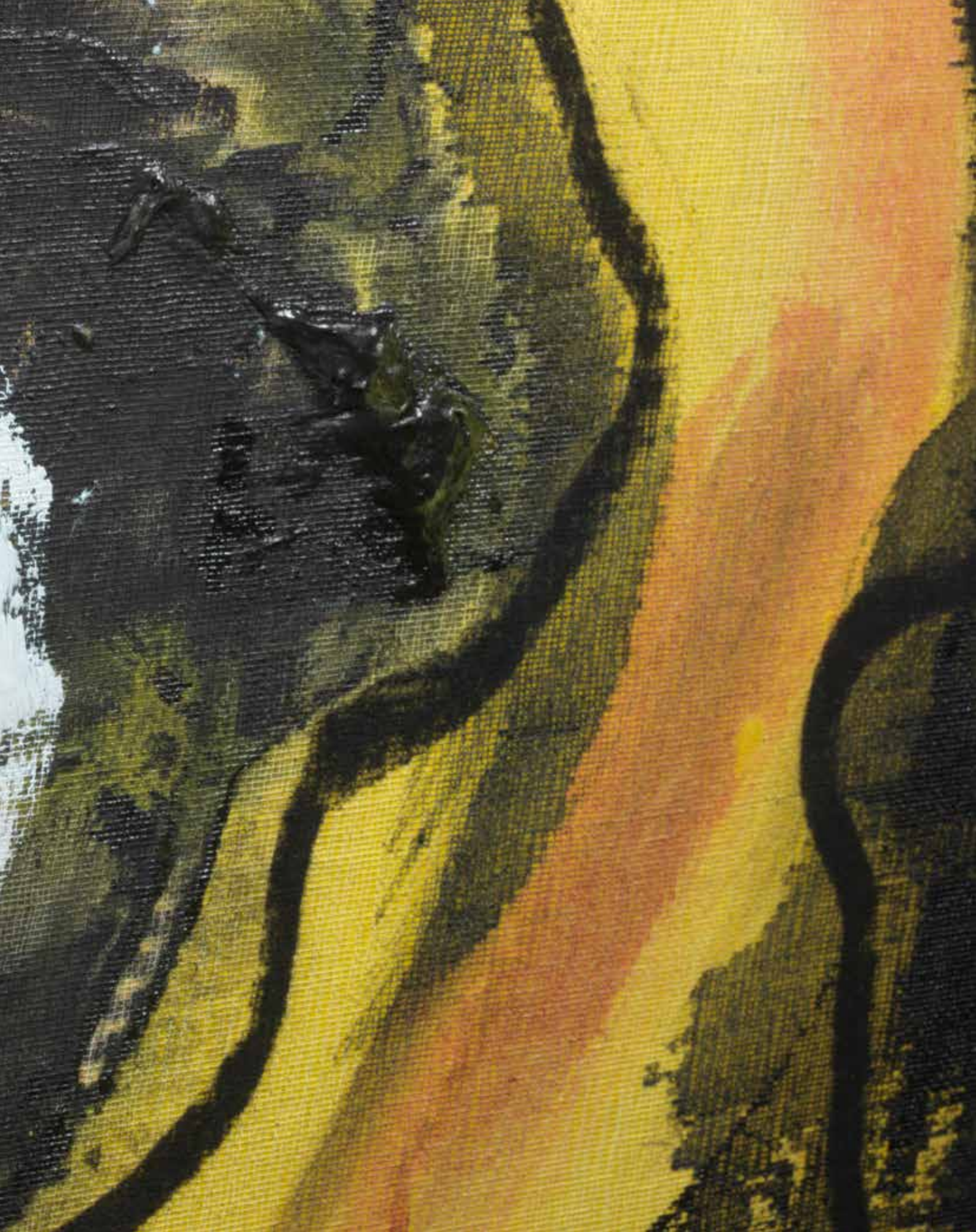
In the present work we find a number of Merz's key motifs, most notably the transformation of everyday materials such as cardboard and gauze, the symbol of the spiral, and an interest in organic elements, in this case the shell of a snail which sits at the centre of this large composition. Always fiercely political, Merz's earliest works were created in prison following his arrest for distributing anti-Fascist literature in 1945; made using only a pencil and scraps of paper, these first drawings represented the beard of a fellow inmate in a series of never-ending spirals. It was perhaps inevitable that Merz would later become involved in *Arte Povera*, a movement named by Italian critic and curator Germano Celant which aimed to deconstruct traditional concepts of artistic practice and materiality. By the mid-1960s Merz was creating paintings

featuring *objets trouvés*, and by the following decade he had become fascinated by the Fibonacci sequence, a mathematical series in which each number is created from the sum of the previous two (0, 1, 1, 2, 3, 5, 8, 13, 21...), a concept which he began to represent with the symbol of a spiral. The present lot, created at a time when the artist had become particularly focused on images of animals, pulls together these various elements into an astounding conclusion.

The core of *Untitled*, 1982 is that small, unassuming snail shell. Simple, perfect, this tiny piece of natural engineering is intriguing in itself. In the hands of Merz, however, it is expanded, pulled out and elaborated into a huge, ever expanding whirlwind of rich, earthy tones, a massive spiral of radiant yellow, shadowy black and misty pink interspersed with dashes of pure white. The shell merges with the acrylic, charcoal and ink, growing (just like the Fibonacci sequence) ever larger, twisting into the infinite. Where it will end is not clear, the image spinning into the realms of eternity. Typical of Merz's best works, this is an art object which presents profound questions, but never seeks to propose answers, forcing us to explore the ultimately unexplainable wonders of nature.







18^{AR}

LUCIO FONTANA (1899-1968)

Concetto spaziale

1966-1968

signed

gouache, pencil and tears on paper

35 by 47 cm.

13 3/4 by 18 1/2 in.

This work was executed in 1966-1968.

£28,000 - 35,000

US\$41,000 - 51,000

€37,000 - 46,000

This work is registered in the *Fondazione Lucio Fontana*, Milan,
under no. 66-68 DSP 210.

Provenance

Marlborough Galleria d'Arte, Rome

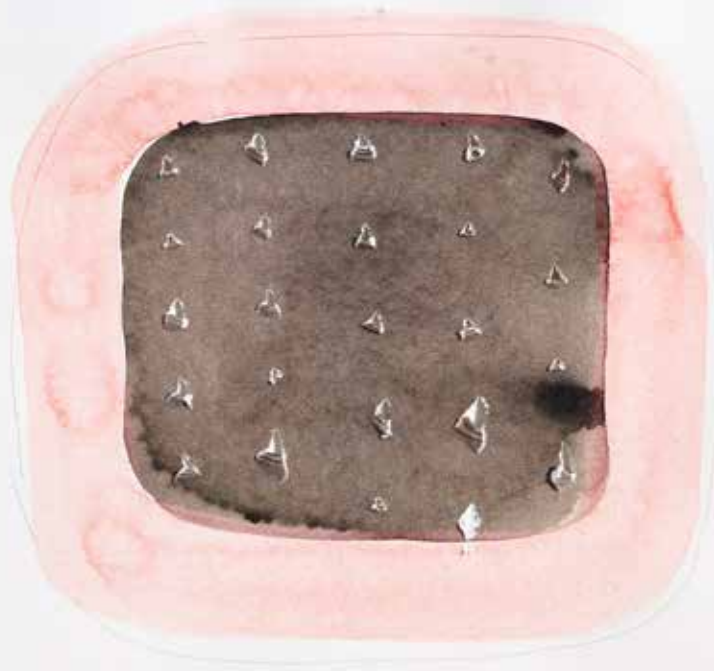
Galerie des Arts Anciens et Modernes, Schaan

Private Collection, Rome

Thence by descent to the present owner

Literature

Luca Massimo Barbero, *Lucio Fontana: Catalogo ragionato delle opere su carta*,
Tomo III, Milan 2013, p. 992, no. 66-68 DSP 210, illustrated in black and white



6-11-2011

19^{AR} WT

ARNALDO POMODORO (B. 1926)

La Colonna del viaggiatore, 1960, VIII

1960

signed, dated 60 and numbered ~02 p.a. to the base
bronze

219.5 by 34.7 by 31.2 cm.
86 7/16 by 13 11/16 by 12 5/16 in.

This work is the artist's proof aside from the edition of 2.

£60,000 - 80,000

US\$88,000 - 120,000

€79,000 - 110,000

This work is registered in the *Studio Arnaldo Pomodoro*, Milan,
under no. AP 127.

Provenance

Collection Baron Lambert, Belgium

Acquired directly from the above by the previous owner

Thence by descent to the present owner

Literature

Flaminio Gualdoni, *Arnaldo Pomodoro: Catalogo ragionato della scultura, Tomo II*, Milan 2007, p. 440, no. 183, another example illustrated in black and white

Standing tall and proud, its mass of crystalline forms glittering and glinting in the light, Arnaldo Pomodoro's *La Colonna del viaggiatore, 1960, VIII* of 1960 is a sculpture with an imposing presence. Like an ancient stela or some religious idol, it appears to exude a sense of mystical power, its curved silhouette adding a softness to its angular interior, a mass of volumes and voids. At nearly 220 centimetres high, it looms like a mighty totem above all but the tallest human beings, its bronze polished to a brilliant golden sheen. This is a deity for the Modernist age, silent but powerful, a huge machine-god waiting to be sparked into life. One of an important series of *Colonne del Viaggiatore* (literally 'Columns of the traveller'), this one dates from a period in which Pomodoro had only recently arrived at his distinctive signature style, following years of study, research and travel. As such, this sculpture offers us an insight into a pivotal moment in the long career of the man who is arguably Italy's greatest living sculptor, an artist whose work has made an indelible impression on the aesthetics of the last half-century.

Born in 1926 in Morciano, in the Italian region of Emilia Romagna, the young Arnaldo Pomodoro originally trained as a stage designer and

goldsmith whilst earning a living as a consultant on the restoration of public buildings. In 1954 he moved to Milan where he began to move in avant-garde circles getting to know many artists, most importantly Lucio Fontana, whom Pomodoro credits with first inspiring his creativity, describing him recently as something of a father figure. Within a year of arriving in the city, Pomodoro's work was being exhibited in the renowned Galleria del Naviglio, a centre for Milan's vibrant artistic community with an international reputation. Pomodoro's travels during the late 1950s were to prove vitally important to the evolution of his practice. In 1956 he reached New York, visiting museums and galleries there, as well as fraternising with the city's many artists. In the years that followed he visited America numerous times, also organizing exhibitions of contemporary Italian art at the Bolles Gallery in New York and San Francisco.

The artist himself has identified this as an unsettled period, a time when the world was in flux, engulfed in a general air of insecurity. Suddenly, the smooth elegance of earlier art seemed to be no longer relevant. Although a huge admirer of Constantin Brancusi, the changing times





encouraged Pomodoro to create something different, something entirely new: “Faced with the ideal purity of Brancusi’s works that I had admired at MoMA, I realised how outmoded such perfection was – I am talking about the early 60s. This realisation led me to probe geometrical shapes to discover their inner turmoil, the mystery they concealed and their compressed vitality” (the artist in an interview with Angeria Rigamonti di Cutò on studiointernational.com, 12 April 2016). Comparisons of the present work with Brancusi’s own *Endless Columns* (which is reproduced on the right) reveal both similarities and differences, for while both stand proud and tall like obelisks, reaching upwards towards the sky, the surface of Pomodoro’s column is stripped back, revealing the complex workings beneath. While Brancusi’s sculpture is reminiscent of tribal art, remarkable for its very simplicity, Pomodoro’s is unmistakably modern, its busy interior buzzing with life. As with all of the greatest art, this sculpture is an object which resonates with the spirit of the age which from which it emerged.

Since those heady days of the 1960s, a time when Pomodoro’s public profile underwent an almost meteoric rise, the artist has continued on his artistic journey, developing his aesthetic and becoming an icon of Italian contemporary art in the process. Like his contemporaries Lucio Fontana and Piero Manzoni, his work is now recognised around the world, and as well as being held in the collections of many major museums. His large-scale sculptures are sited in public spaces across the globe: Amalienborg Square in Copenhagen (1982–83), Belvedere Fortress in Florence (1984), Cortile della Pigna in Vatican City (1989–90), United Nations Plaza in New York (1996) and Palais Royal in Paris (2002) to name but a few. Still living and working in Milan, his position as director of the Fondazione Pomodoro over the last two decades has allowed him to promote the exhibition and funding of numerous artists, and also secured his own artistic legacy. Aged ninety, Pomodoro remains as dynamic and committed as ever to the creative process, but then, any artist who could create a sculpture as impressive, as spell-binding as *La Colonna del viaggiatore*, 1960, *VIII* of 1960 was always destined to make their mark; his is an artistic vision which is as timeless and beautiful as it is powerful and profound.

Right

Constantin Brancusi, *Endless Column, Version I*, 1918
New York, Museum of Modern Art (MoMA)
© 2016 The Museum of Modern Art, New York/Scala, Florence
© ADAGP, Paris and DACS, London 2016

Left page

Detail of the present work



20^{AR}

ETTORE SPALLETTI (B. 1940)

Bianco del gesso, oro

1997

signed, dated 1997 and titled on the reverse
colour impasto and gold leaf on board

83 by 83 by 3 cm.
32 11/16 by 32 11/16 by 1 3/16 in.

£40,000 - 60,000

US\$59,000 - 88,000

€53,000 - 79,000

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

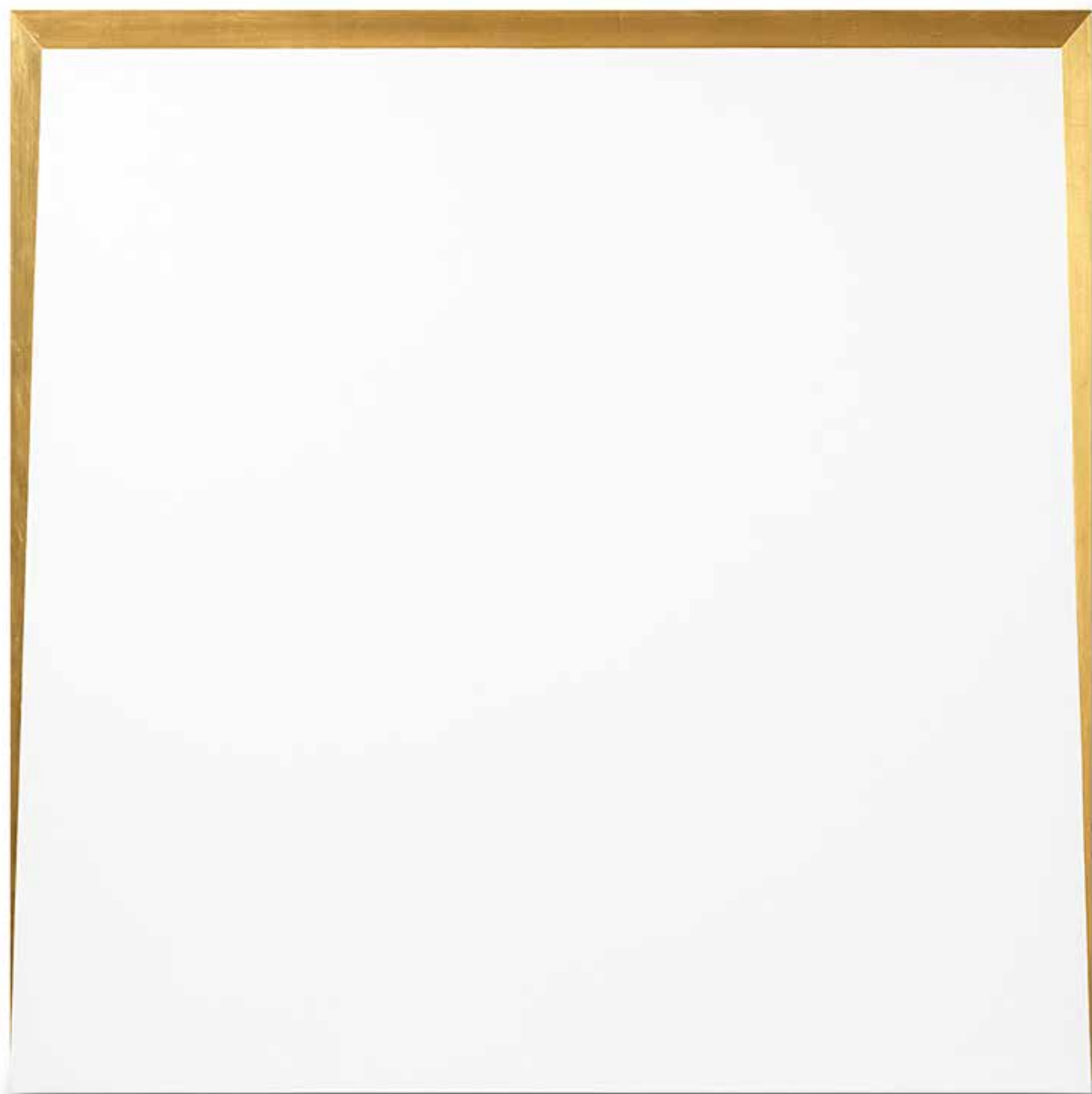
Provenance

Galleria Massimo de Carlo, Milan

Private Collection, Italy

Private Collection, Milan

Acquired directly from the above by the present owner







A SEMINAL WORK BY DAMIEN HIRST

LOT 21

21^{AR}

DAMIEN HIRST (B. 1965)

Untitled aaaaaa

1992

signed, titled, dated 1992 and inscribed on the reverse
glass, painted MDF, ramin, steel, plastic, aluminium and pharmaceutical packaging

61 by 101.5 by 23 cm.

24 by 39 15/16 by 9 1/16 in.

£180,000 - 250,000

US\$260,000 - 370,000

€240,000 - 330,000

Provenance

Acquired directly from the artist by the present owner in 1994

Literature

Robert Violette, *I want to spend the rest of my life everywhere, with everyone, one to one, always, forever, now.*, London 1997, p. 220, illustrated in colour



Untitled aaaaaa, 1992 is one of a small core of works created by Damien Hirst that mark the epicentre of the shock that triggered the YBA wave in the early 1990s; with Hirst at its crest it was to prove a huge and enduring wave, one that was to sweep away much of what had come before. This signature medicine cabinet from the most innovative, creatively irresistible period of his career is a remarkably powerful and complex work which now appears on the market for the first time almost a quarter of a century after it was first created. The world may have changed a great deal since then, and the landscape of the art world in particular may be altered almost beyond recognition, but *Untitled aaaaaa*, 1992 remains constant, the themes that it explores are as challenging, and as pertinent, as ever. The present work provokes intense responses in its audience, compelling us to consider nothing less than our very mortality. Clean, elegant and precise, its calm air belies a more profound intent; ultimately it is a work of art which is joyous in its celebration of human life, and our natural compulsion to protect and improve it.

Untitled aaaaaa takes us back to a moment when the artist had only recently exploded onto the art scene. It reminds us of a time when London was bathed in a bright spotlight, home to a new generation of so-called YBAs (the celebrated, at times notorious 'Young British Artists', whose ranks included Tracey Emin, Sarah Lucas, Gary Hume and Mat Collishaw amongst others), an era of *Brit-Pop* and 'Cool Britannia'. After years in the wilderness, British Art was finally revitalised, exhibiting a new sense of vigour and an uncanny ability to shock and outrage. Hirst stood, of course, at the forefront of this new movement, establishing himself as the art world's newest *enfant terrible*, a critical and commercial success on an almost unprecedented scale. In the wake of seminal exhibitions such as *Freeze* in 1988 and *Modern Medicine* in 1990, both held in the British capital in disused industrial spaces and co-curated by the artist, Hirst's profile had never been higher, and his work never so collectable.

Although many of his works, most notably his skulls and his animals in formaldehyde, concern themselves with the inevitable end of life, Hirst's medicine cabinets deal more directly with the potential (or perhaps more correctly, the never-ending desire) to extend, even to save life. As the artist has stated, "You can't arrest decay but these medicine cabinets suggest you can" (the artist in: Adrian Dannatt, *Life's Like This and Then It Stops*, *Flash Art*, no. 169, 1993). The human desire for immortality has existed ever since man began to consider what came

after death; for millennia, the question of what lay 'beyond the veil' has provoked fascination and fear in equal measure. Countless generations have relied on religion to provide the answer, bringing hope that, for some at least, paradise awaits. And yet still we face the end of life with a sense of terror, willing to do almost anything to delay or deny it. Modern medicine has offered a new sense of reassurance, a belief that, just maybe, we can hold off our inevitable demise. It is this attractive delusion, perhaps, which lies at the heart of works such as *Untitled aaaaaa*: "You take a medicine cabinet and you present it to people and it's just totally believable. I mean a lot of the stuff is about belief, I think, and the 'Medicine Cabinets' are just totally believable" (the artist in: Damien Hirst and Gordon Burn, *On the Way to Work*, London 2001, p. 79).

The carefully arranged selection of boxes, bottles and packages that we find in the present work is, both literally and metaphorically, clinical. Like Duchamp's iconic *Fountain* of 1917, this is a ready-made which forces the viewer to reconsider every-day objects in a gallery context. In its use of consumer items, it directly references 1960s *Pop Art*, while its blocky, geometric composition seems to recall the rigorously academic *Minimalism* of Carl Andre or Donald Judd.

Today Hirst may be generally viewed as Warholian, an artist who until recently explicitly eschewed the input of the artist as individual in the artistic process, but early works such as *Untitled aaaaaa* were created on a more personal scale, in the days before his practice reached almost industrial proportions beyond that of even Warhol's own New York 'Factory' studio space. While the first cabinets, produced by Hirst in the late 1980s when he was still studying at Goldsmiths, were arranged as a sort of map of the human body, each element placed in a position relative to the organ or appendage that it was used to treat, this technique was quickly jettisoned in favour of a more aesthetic approach. In the present work the items are arranged according to their shape and colour, setting up distinctive dialogues of volume, tone and texture. The humorous title of the present work refers to its unique (and rather appropriate, for a medicine cabinet) provenance, payment from Hirst to his dentist in return for work on the artist's own teeth, with the same dentist eventually being thanked by Hirst in his acceptance speech when he won the Turner Prize in 1995.



Above

Andrea Domenico Remps, *Cabinet of Curiosities*, circa 1690
Florence, Opificio delle Pietre Dure.

© 2016 Photo Scala, Florence - courtesy of the Ministero Beni e Att. Culturali



Hirst's obsession with prescription drugs and pharmaceuticals has been well documented and much discussed. Many of his works, most notably his seminal *Spot Paintings*, bear titles related to such products, while a series of screen-prints entitled *The Last Supper* subverts the formulaic design of medical packaging by replacing the product names with everyday foodstuffs. In the same year that he created *Untitled aaaaaa*, 1992, Hirst also produced his most ambitious work in this series, entitled *Pharmacy*, now held in the collection of London's Tate Gallery. Originally presented at the Cohen Gallery, New York, *Pharmacy* expands the medicine cabinet motif into an enormous room-sized installation, a temple to the power of modern pharmaceuticals. Six years later, having produced a number of works exploring similar themes, Hirst opened his most audacious *Pharmacy* to date, namely a restaurant in London's Notting Hill decorated with numerous such cabinets. Attracting the great and the good, famous and infamous, seemingly constantly deluged by paparazzi, this was Hirst at his most brazen and populist, as art world wunderkind morphed into tabloid celebrity. Most recently creating cabinets plated with gold containing an array of sparkling diamonds, the series has now reached an acme of glamour and excess.

In *Untitled aaaaaa*, 1992, however, we return to the springing point of this long journey of artistic evolution, glimpsing the moment when the concept was at its most original, and arguably its most compelling. A paean to technology and innovation, this work reminds us of the almost godlike potential of modern medicine. Featuring a language which most of us will never understand, a text of trademarks, product names, technical terminology and jargon, it confuses as much as it intrigues. The present work expresses our faith in the impossible, as well as our innate human desire to survive, and thus celebrates the beauty and wonder of life. As Hirst himself says, "Everything I do is a celebration. At the very least it is a celebration" (the artist in: *I Want to Spend the Rest of My Life Everywhere, with Everyone, One to One, Always, Forever, Now*, London 1992, p.13).



Above
Detail of the present work

Left page
Jeff Koons, *New Shelton Wet/Dry Doubledecker*, 1981
New York, Museum of Modern Art (MoMA)
© 2016 Digital image, The Museum of Modern Art, New York/Scala, Florence
© Jeff Koons

22^{AR}

BANKSY (B. 1975)

Barcode Leopard

2002

signed in stencil on the turnover edge
stencil spray paint and emulsion on canvas

70 by 70 cm.
27 9/16 by 27 9/16 in.

This work was executed in 2002.

£70,000 - 100,000

US\$100,000 - 150,000

€92,000 - 130,000

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

Provenance

Private Collection, Germany (acquired directly from the artist in 2002)

Acquired directly from the above by the present owner in 2006

Exhibited

Hamburg, Bavaria St. Pauli Brauerei, *Urban Discipline*, 2002







AN EXCEPTIONAL WORK BY
BANKSY

LOT 23

23^{AR}

BANKSY (B. 1975)

SWAT Van

2006

household gloss and spray paint on van

295 by 700 by 250 cm.

116 1/8 by 275 9/16 by 98 7/16 in.

This work was executed in 2006, and is unique.

£200,000 - 300,000

US\$290,000 - 440,000

€260,000 - 390,000

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

Provenance

Acquired directly from the artist by the present owner in 2006

Exhibited


Los Angeles, *Barely Legal*, 2006

Please note 'Special lot controls' apply to this work.

For further information please consult page 159 of this catalogue.







SWAT Van is one of the most ambitious and important works by Banksy to appear on the open market; nowhere else have his greatest strengths been combined to such success as in the present work. Banksy's classic response to fear and tyranny is laughter and in the case of the present work the artist toys with his anti-establishment persona, ridiculing the police not just by depicting a scene in which heavily armed, faceless Special Forces agents are hoodwinked by a small boy but by doing so on the very apparatus of their strength. Banksy's best works combine vicious black humour with a clarity of message that many of the best advertisers would kill for and a rage that simply will not be ignored. His playfulness is the velvet glove that hides the iron fist of a social conscience honed on the streets of Bristol and which found its apotheosis in his breakout show *Barely Legal* in Los Angeles in 2006.

This exhibition was the artist's first ever show across the Atlantic, with little fanfare and profile. It was staged just off Skid Row in an unloved part of Downtown and yet for its three day run the queues were a mile long and the guest list on the opening night included the likes of Brad Pitt, Angelina Jolie, Cameron Diaz and Dennis Hopper amongst others. The interior of the warehouse had been painted with a red and gold flock wallpaper effect and a monstrous thirty-seven year old Indian elephant named Kai painted in the same way so as to blend in. The installation was called *The Elephant in the Room* and was a high concept and yet subtle reference to his outrage at the manner in which the disadvantaged are routinely ignored in society. As a companion piece to *SWAT Van* it dominated this his most important exhibition.

The present work was acquired directly from this exhibition and has remained in the same magnificent collection ever since, coming to the open market now for the first time. Despite the nature of the sculpture the condition is excellent and testament to the care with which the artist approaches even his most challenging works. This is a work that by the artist's own admission was first shown in a 'vandalised warehouse extravaganza' and yet it is worthy of any museum collection in the world.



SWAT Van is an imposing object, its menace is palpable. The art historical trope of the *readymade* has never been so loaded as with the present work and yet this piece shares more DNA with Duchamp's *Fountain* than many of the works of his numberless imitators. For any decontextualisation to have an impact it must subvert the original function of the object; if a urinal can become a fountain then an armoured vehicle can become both a playground and a counter-cultural canvas.

The secret of Banksy's success is built on the foundations of his relationship with the police of his native Avon and Somerset. Worried that painting freehand would take too long and risk leaving him caught in the act, Banksy borrowed a technique from the French artist Blek le Rat of using a pre-fabricated stencil that could be fixed to the wall and overpainted in seconds. The benefit was not simply that he was suddenly able to leave his mark and melt into the shadows in an instant but that the image left behind was by its very nature graphic and legible. This all feeds into the Robin Hood mythology of a hero who emerges in the night, speaking up for the voiceless and yet the artist proudly thinks of himself far more in terms of vermin: "[Rats] exist without permission. They are hated, hunted and persecuted. They live in quiet desperation amongst the filth. And yet they are capable of bringing entire civilizations to their knees. If you are dirty, insignificant, and unloved then rats are the ultimate role model." (the artist in: Banksy, *Wall and Piece*, London 2005, p. 12) This game of cat and rat with the authorities has been referenced repeatedly in his work but never to such visceral effect as with the present work.

It is no accident that an artist like Banksy has been able to become world renowned during a period in which the internet has become an essential part of everyday life. Graffiti artists lived in the understanding that their work was ephemeral, that it was likely to be buffed in a matter of days if not hours. With the internet however these images can live forever and be disseminated around the world instantly adding genuine influence to a once marginal and underground movement. It is no surprise therefore that by 2010 Time Magazine had listed Banksy as number 56 in their '100 Most Influential People in the World'.

SWAT Van itself is an elegant evocation of all the contradictions of the artist's career and specifically his artistic output. On the one side of the van the taut, technical composition of a fiendishly complex stencil catches the breathless moment before the boy's prank takes place.



The other side both physically and figuratively shows the raw aggression and vandalism of the overlapping, freehand tags. All of Banksy is on show here, his bravado, his imagination, his technical prowess, his confidence and his willingness to put his head above the parapet and speak truth to power.

Above

Banksy, *Rude Copper*, 2002
Image Courtesy of Bonhams

Left page

Maurizio Cattelan, *Frank and Jamie*, 2002
© 2016 Christie's Images, London / Scala, Florence
© Maurizio Cattelan

PROPERTY FROM A DISTINGUISHED NOBLE COLLECTION

24^{WT}

GEORGE CONDO (B. 1957)

Untitled

1993

signed, dated 93 and inscribed *N.Y.C.*
pastel and crayon on paper

202.8 by 214 cm.
79 13/16 by 84 1/4 in.

£35,000 - 55,000

US\$51,000 - 81,000

€46,000 - 72,000

Provenance

Galerie Bruno Bischofberger, Zurich

Acquired directly from the above by the present owner in 1993

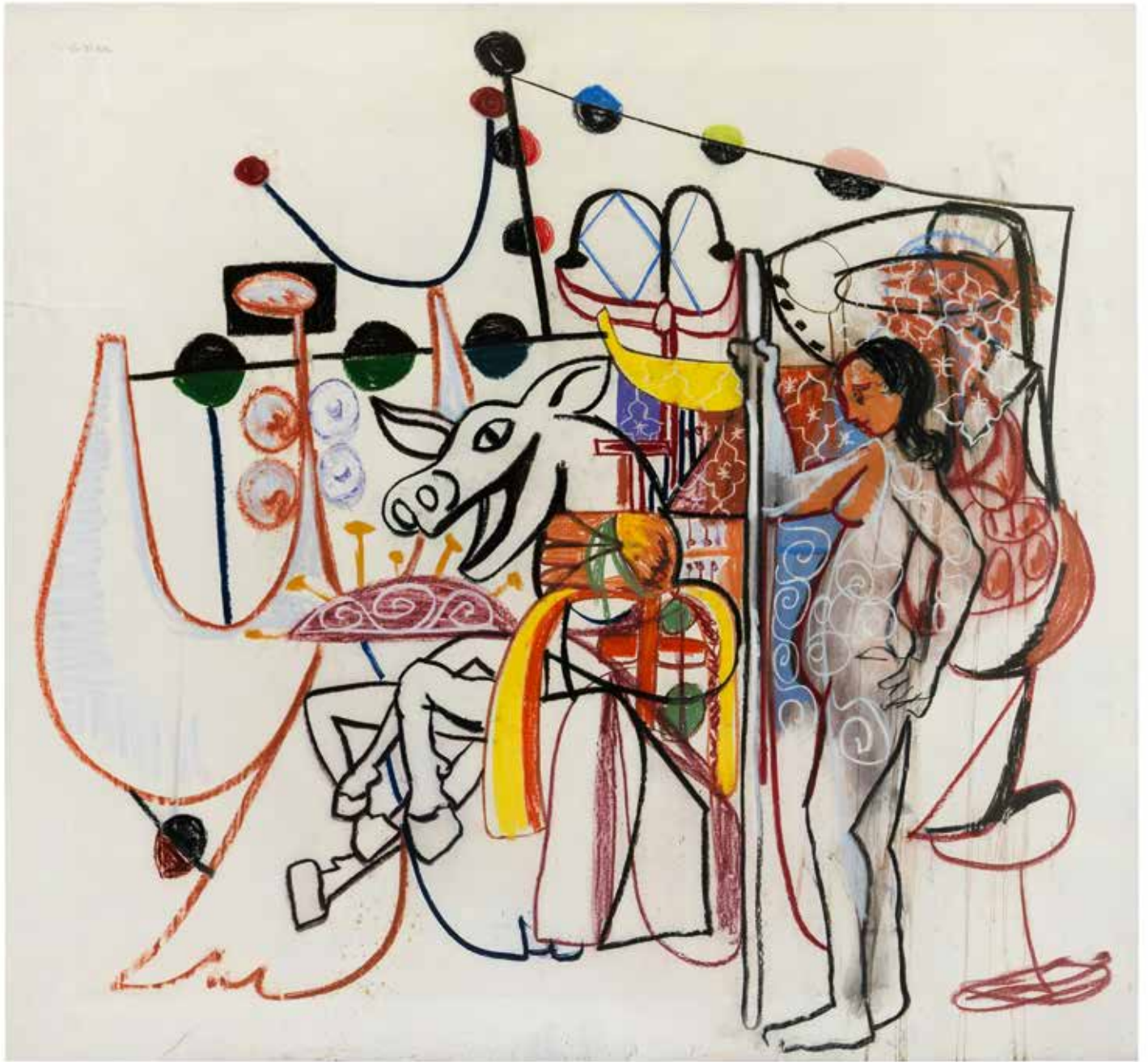
Celebrated for his integration of art historical references, the present large-scale work on paper from 1993 by George Condo is an elaborate example of his skill of hybridizing disparate figurative traditions.

Demarcating the end of his *Post-Surrealist* period, the present work is situated at a crossroads of George Condo's oeuvre. Having appropriated and expanded the unsettling visual repertoire of *Surrealism* with its metaphysical objects, enigmatically spread out in hypnotizing landscapes, he radically realigned his artistic practice in the early 1990s. Developing further series the self-taught prodigy resorted to inspirational figures, incorporating and exploring the legacy of the past centuries' great masters. Thoroughly at ease referencing an astonishing breadth of aesthetic touchstones, from *Mannerism* to *Cubism*, George Condo maintains a compositional liberty though his playful approach merging recognisable traits into his very own configurations. The present work offers the possibility to discern the traces of his influential predecessors, especially the reverberations of Pablo Picasso present throughout George Condo's various stylistic phases.

The frenzied tension tangible in all of Condo's complex groupings is transported in the present work by the contrast of the boldly executed black outlines and the deliberately airy blanks. With the immediacy of a cartoonist, the audacity of a graffiti artist and yet paying tribute to the poetry of pastels, Condo creates a visceral current that flows through the image. This evokes the lines and symbols recurrent in the works of Jean-Michel Basquiat or Keith Haring who shared an artistic stable with the legendary dealer Bruno Bischofberger. Having been directly acquired at this distinguished gallery's exhibition in 1993, the present work remained in the same private collection for over two decades.

In this imposing work, the sheer scale of the format only serves to emphasise strongly the impact of the provocative composition. The vivacity of the drafted lines unleashes an arc of suspense between two poles dominating the composition: the wild tonalities of the beast on one side contrast with the softer elements of femininity towards the centre. By choosing a flat view, the absence of perspective counterbalances the two opposed elements to the same level. A peaceful halo surrounding the female figure, embedded in the ornamental patterns is contrasted by the forceful animal. Unlike his more signature depictions of women the female figure is far from being a lascivious, saturnine nude or an eccentric grotesque; rather she is much frailer, gentler and perhaps more reverential. Instead of illustrating an immediately recognizable mythological theme Condo creates a fresh, but timeless legend in its own right. Carefully constructed configurations shape the background and shed an almost magical light onto the scenery.

George Condo's celebrated role as one of America's leading figurative painters has been affirmed by numerous exhibitions in the world's most prestigious institutions. The announcement of an upcoming retrospective of his drawing at the Phillips Collection in Washington D.C. planned for 2017, is destined to ensure that his significance as a draughtsman is globally proclaimed.







25* WT

BARNABY FURNAS (B. 1973)

Rock Concert (The Rolling Stones)

2013

signed on the overlap; signed, titled, dated *March 2013* and inscribed
The Rolling Stones NYC on the reverse, and inscribed *RS* on the stretcher
acrylic with water dispersed pigments and pencil on linen

152.3 by 213.5 cm.

59 15/16 by 84 1/16 in.

£50,000 - 70,000

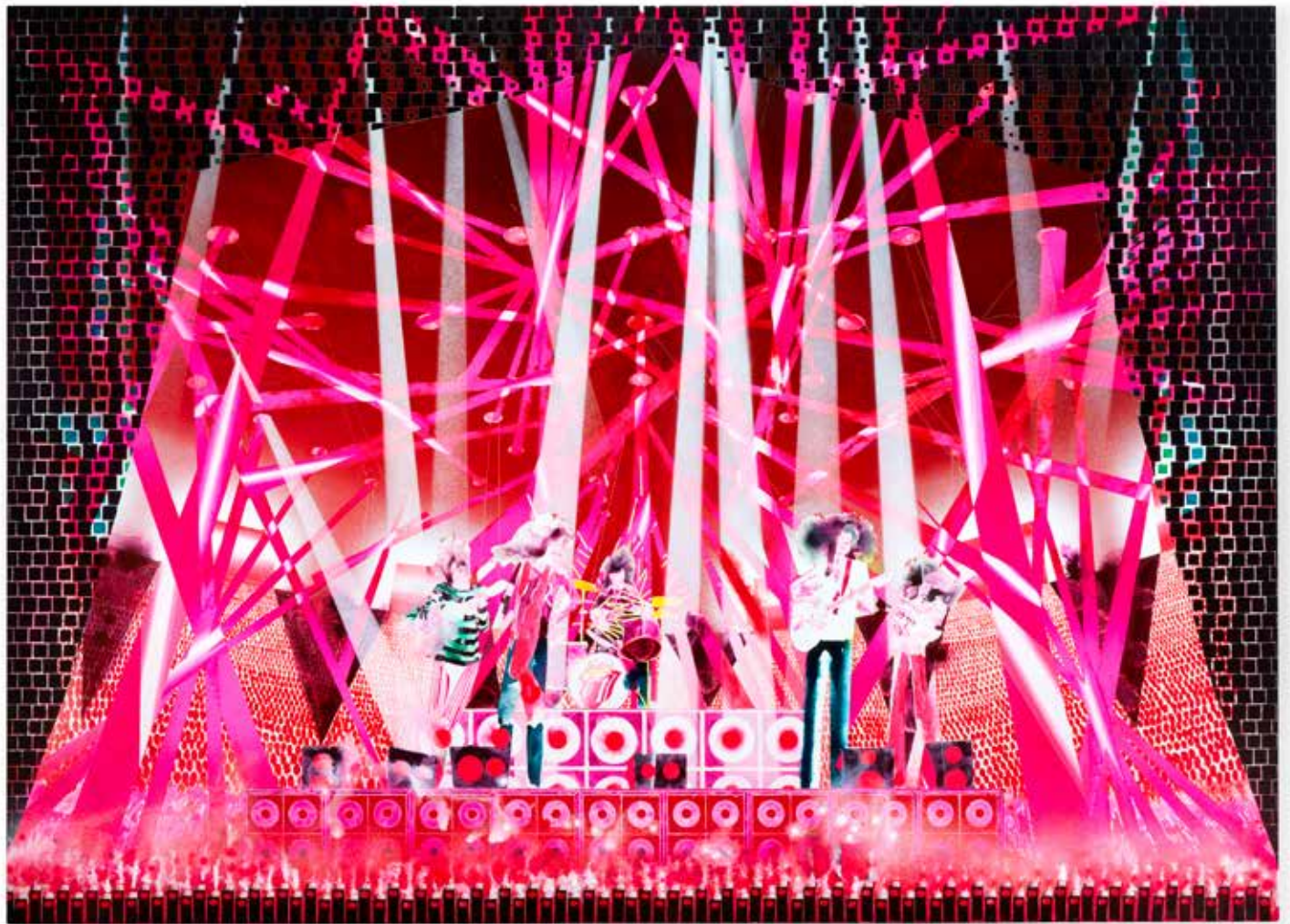
US\$73,000 - 100,000

€66,000 - 92,000

Provenance

Anthony Meier Fine Arts, San Francisco

Acquired directly from the above by the present owner



Any examination of Barnaby Furnas' oeuvre will reveal that his paintings are not limited to simply one message, but that there is always either a dark underbelly or a silver lining to add complexity to the concept, some grit in the oyster. This is particularly the case with the present work. Entitled *Rock Concert (The Rolling Stones)* this could be seen as an orgiastic paean to the great Rock Gods of the 1960s but it is far more than that; the composition is shot through with beams of spotlights in the same way as his Civil War paintings are rent with bullet lines and drenched in crimson leading to a dizzying impact on the viewer. This is muscular, epic painting in the grand American tradition emulating the greats of fiction such as Philip Roth or John Steinbeck, rooted both in the grand narratives of history and their fraught underbelly.

Furnas' paintings are always suffused with energy, intensity, vitality; his work is a visceral response to American folklore, whether he is deconstructing images of the Civil War, immortalising stadium rock concerts or getting his hands dirty with the business of life, red in tooth and claw. Indeed the explosion of red pigment positions the present work right at the heart of the artist's signature practice in which the colour dominates the composition and is pregnant with red's most fertile associations: blood, violence, rage and eroticism. The painting as such is not an homage to the Rolling Stones as we have come to know them, whose position in the annals of rock and roll history, now well into the seventh decade of their career, is beyond question. Rather, the work channels a particular time when rock and roll was still dangerous, and the Stones live were as Lester Bangs famously wrote at the time, "a supernatural visitation, a cataclysmic experience of Wagnerian power that transcended music". Moreover, the painting is purported to be inspired by the infamous concert at the Altamont Speedway outside San Francisco in 1969. Intended as a "Woodstock West", over 300,000 gathered for a free concert including the likes of Jefferson Airplane, Tina Turner, Crosby, Stills Nash & Young, and Santana, all icons of counter-culture. The Stones headlined, and by the end of the evening the summer of love had turned sour following the murder of a fan named Meredith Palmer by a member of the Hells Angels, after Palmer rushed the stage, and three further accidental deaths.

As subject matter for an artist whose foundations rest on ideas of contrast, of brutality and elegance, form and chaos there can be nothing more fertile than a tragic rock concert headlined by the world's biggest band at a seismic moment in Western culture. With this work, he conjures the implicitly Bacchanalian aspects of stadium rock concerts, its ritual of sex, death, violence and, of course, catharsis. With the escalating conflict in Vietnam, political and civil rights assassinations and the Manson Family murders, the utopian dream of the 60s was rapidly shattering and the tragedy at Altamont in some sense sealed its grave. Furnas' grasp of history is palpable, drawing the viewer into the euphoria with his palette, the subtle, agitated movements of the drumsticks, the soft sway of the band members, while also walking us back from the spectacle to see it within the larger flow of time. Artistically, he seamlessly melds the themes of *Futurism* with the techniques of *Cubism* all through the prism of a traditional History Painting on a grand scale. These interlocking tropes mirror the time travel of his exploration of cultural history with the present work evoking a specific moment from the 1960s through a portrait of a cultural icon still at the height of its power almost fifty years later. The painting is reverential but it is not hagiographic; the fact that the artist is prepared to allude to moments of tragedy whilst glorying in the triumph and the ecstasy of the stadium gig is telling. This is not the fond remembrance of a groupie but a dark fantasy played out against the backdrop of real events.

Furnas is not the only major American artist to have been inspired by this story, Sam Durant referenced the Altamont Free Concert in his 1998 sculptural installation *Partially Buried 1960s/70s Dystopia Revealed (Mick Jagger at Altamont) & Utopia Reflected (Wavy Gravy at Woodstock)* that now resides in the Museum of Contemporary Art in Chicago. As an exercise in catharsis it is a worthy counterpoint to Furnas' majestic and haunting masterpiece. Furnas takes his place amongst the leading lights of his generation as a towering figure in American painting. His work is to be found in the permanent collections of institutions including The Whitney, MoMA in New York, the Contemporary Arts Museum Houston and the San Francisco Museum of Modern Art amongst others.

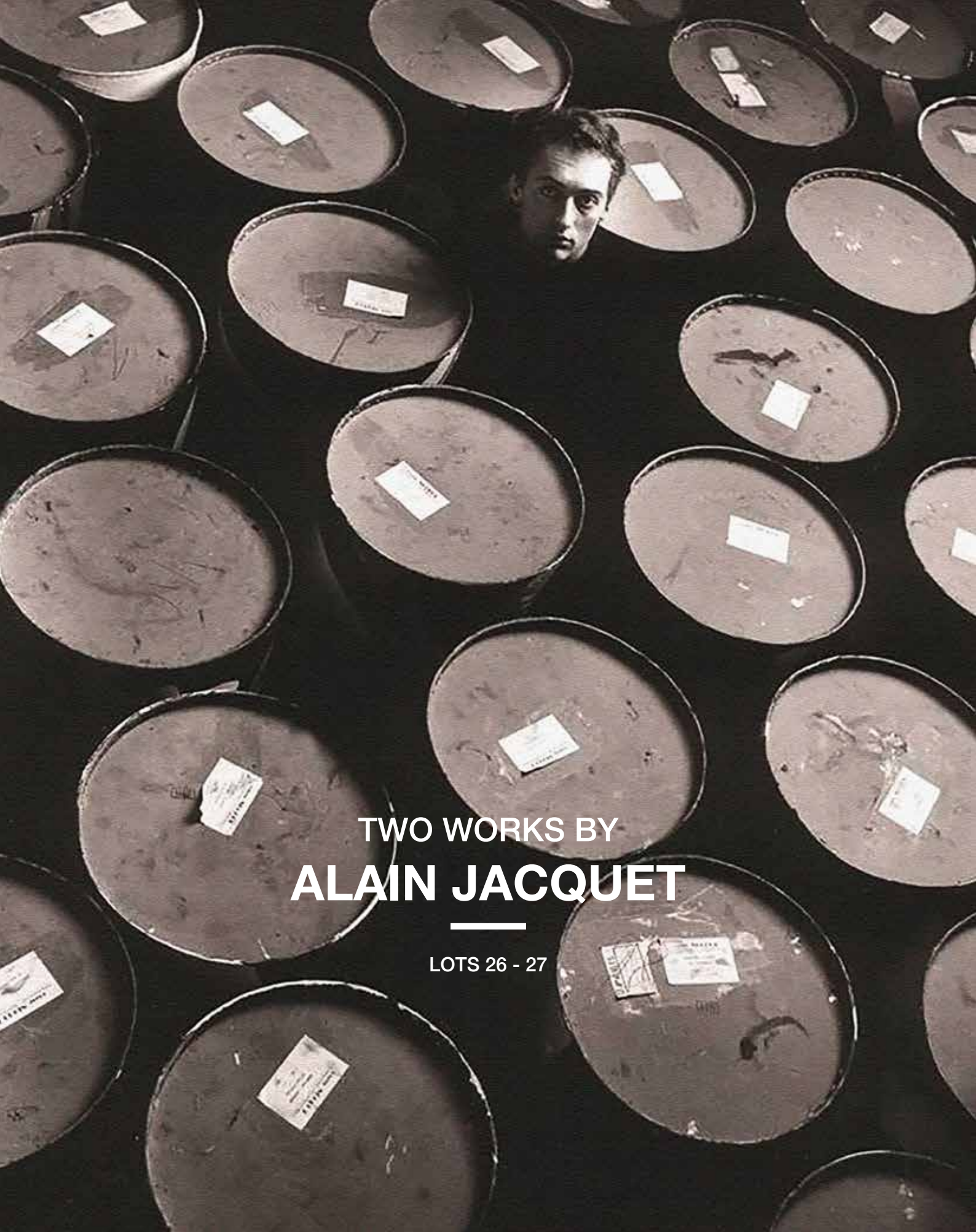


Above

The Rolling Stones perform live on stage in Rotterdam, 13th October 1973
Chris Walker/Getty Images







TWO WORKS BY
ALAIN JACQUET

LOTS 26 - 27

Born in 1939 and originally trained as an architect in the prestigious École des Beaux Arts in Paris, as a painter Alain Jacquet was purely self-taught. Having spent time in Manhattan during the pinnacle of *Pop Art*, Jacquet spent time with Andy Warhol, Roy Lichtenstein and Robert Rauschenberg the same year as he created the present work, *Le Déjeuner sur l'herbe*. Inspired by the spirit of innovation that led his American contemporaries to explore new, faster ways of producing images, Alain Jacquet too began to explore the speed and dynamism of screen printing and mechanical serigraphy.

His early *Camouflage* series already indicated the artist's playful intention to challenge visual perceptions: by merging famous paintings with consumer-related symbols and brand-logos Jacquet created a seminal *Pop*-vocabulary. Splitting his time between Paris and New York, Alain Jacquet led a cosmopolitan life strongly reflected in his art. Not afraid of traveling through time, Jacquet's oeuvre can be read as an audacious reflection on art history, reverencing masterpieces of all ages including Botticelli's *Birth of Venus* or *Gabrielle d'Estrées et une de ses soeurs* as in lot 27. Related to Henri Matisse through his marriage to the latter's great-granddaughter, the artist Sophie Matisse, Jacquet's profound knowledge of art history is also displayed by his version of Henri Matisse's *Luxe, Calme et Volupté*, considered as pivotal moment in the emergence of *Fauvism*.

Crossing paths with the ground-breaking movements of the 1960s, Jacquet shared great affinities with the *Nouveau Réalisme* in France as well as the American and British *Pop Art* movements whilst remaining sufficiently impartial to preserve his work's autonomous standing. Where Jacquet's counterparts in the United States embraced the promises of a glamorous way of life, his early works appear as more politicised reflections on capitalistic supremacies and gender hegemonies.

Acutely referencing Edouard Manet's masterpiece from 1862-63, *Le Déjeuner sur l'herbe*, Jacquet is creating a synthesis of nearly a hundred years of art history. Sharing the ground-breaking modernism introduced by its great paragon, Alain Jacquet's interpretation of the subject is an erudite reference to the achievements that have marked the liberation of artistic expression since the *Salon Des Refusés* and places this work in the middle of a pioneering discourse that distinguished European *Pop Art* from its American counterpart.

Considering the hugely influential history of its source of inspiration, one cannot contemplate Jacquet's work without a brief recourse to the painting that was once famously rejected and is now on permanent display at the Musée d'Orsay in Paris. Wildly controversial at the time of its initial exposure, Manet depicted two gentlemen lunching in a park. Seated next to them yet intriguingly detached from the grouping is a female nude, gazing directly at the viewer. Amplifying the contrast between the elegantly dressed men and the light flesh of their female

companion, one can detect a fourth person in the background of the forest – a barely dressed woman bathing. Following Manet's example in which he hints at the recognisable identity of his sitters and thereby rendering his contemporary life rather than timeless allegorical figures, Jacquet's models are easily identified as his friends: the woman in the foreground is the gallerist Jeannine de Goldschmidt and to the far right her husband, the art critic Pierre Restany who flanks the Italian artist Mario Schifano in the centre. The bather in the background is Jeannine's sister and Pierre's sister-in-law Jacqueline Lafon. Where Manet's landscape is pure nature, Jacquet replaces the stream by a pool, contextualizing his setting in a reality of a consumerist bourgeoisie and its suggestions of domestic bliss.

Spread on an unusually large scale, traditionally reserved for religious, allegorical or historical subjects, the size of the original composition by Edouard Manet played an eminent role in severely shocking its audience at the time. Jacquet's profound understanding of his precursor's intentions is revealed by his resumption of the daring format. Jacquet makes a point of transforming the dimensions of his canvases into an entire statement of their own. Recalling the rampant period of economic growth after World War II, the artist incorporates the means of mass-production in his reimagining of an icon. Echoing the expanding industrial possibilities Jacquet adopted the idea of generating paintings like factories produced automobiles, using similar resources of low-cost fabrication and taking advantage of new serigraphy techniques. He did however make a point of not simply multiplying copies: although he released a specific number of similar versions, none are identical as dimensions and chromatic hues vary throughout the different final works, notably in the version from the collection of the Centre Pompidou, Musée national d'art Moderne, Paris.

Gabrielle d'Estrée or 'Gaby' is yet another complex commentary on art history. Painted by an unknown artist of the *Fontainebleau School* this legendary painting has undergone numerous interpretations to elucidate the nipple-pinched gesture of the two sisters. Believed to be a symbol announcing a pregnancy, Jacquet's work adds further ambiguity and suspense to the erotic content. Though naked, the two bathing women have their hair and make-up fashionably arranged in the popular style of the 1960s. By allowing the viewer to gaze at their uncovered bodies, Jacquet's version reads as comment on the rising discourse about female self-determination at that time.

In an elaborate dialogue with American *Pop Art* and European Post-War reality, Alain Jacquet revisits the most celebrated icons of art history. Far from being intimidated by their weight he harnessed their famous motifs to the effort of creating a new figurative reality for a fundamentally progressive generation.

Left page

Alain Jacquet

© Shunk Kender courtesy of the Comité Alain Jacquet, Paris

26^{AR}

ALAIN JACQUET (1939-2008)

Le Déjeuner sur l'herbe (diptych)

1964

signed, titled, dated 1964 and numbered AJ-DEJ/T-64-5 on the reverse of the right canvas;
numbered AJ-DEJ/T-64-5 and inscribed *partie 2* on the reverse of the left canvas
silkscreen on canvas, in two parts

Each: 175.2 by 96.8 cm.
69 by 38 1/8 in.

Overall: 175.2 by 193.6 cm.
69 by 76 1/4 in.

£28,000 - 35,000

US\$41,000 - 51,000

€37,000 - 46,000

This work will be included in the forthcoming Catalogue Raisonné being prepared by Monsieur Fabien Jacquet from the *Comité Alain Jacquet*, Cerdon, under no. AJ-DEJ/T-64-5.

Provenance

Yvan Magnien Collection, Paris

Sale: Morand & Morand, Hôtel Drouot, *Tableaux - Objets d'Art - Mobilier*, 25 November 2013, Lot 61

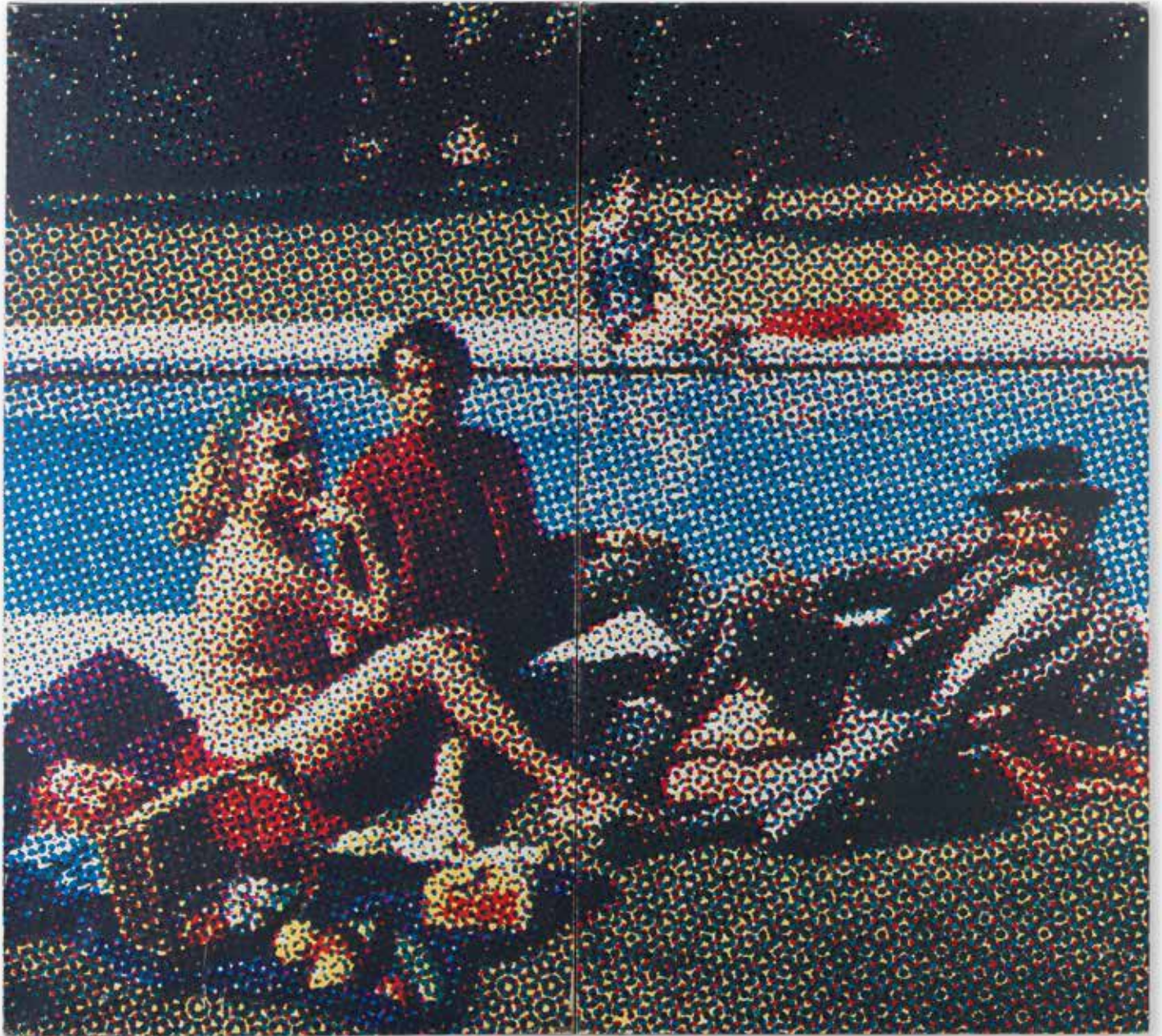
Acquired directly from the above by the present owner

Exhibited

São Paulo, French Pavillion, *IX Bienal de São Paulo*, 1967, another example illustrated in black and white
Paris, Galerie Beaubourg, *Alain Jacquet, 25ème anniversaire du Déjeuner sur l'herbe*, 1989, another example
illustrated in colour on the cover; pp. 26-27, another example illustrated in colour
Paris, Galerie Jousse-Seguín, *Alain Jacquet*, 1991, p. 2, another example illustrated in black and white
Paris, Musée d'Art moderne de la Ville de Paris, *Passions Privées: Collections particulières d'art moderne
et contemporain en France*, 1995-1996, p. 458, no. 11, another example illustrated in black and white
Amiens, Musée de Picardie, *Alain Jacquet, Oeuvres de 1951 à 1998*, 1998, p. 35, another example
illustrated in colour
Châteauroux, Couvent des Cordeliers, *Alain Jacquet, Camouflages 1961-1964*, 2002, pp. 98-99, no. 81,
another example illustrated in colour
Nice, Musée d'art moderne et d'art contemporain, *Alain Jacquet: Camouflages et Trames*, 2005, p. 85,
another example illustrated in colour
Metz, Centre Pompidou-Metz, *Chefs-d'Œuvre?*, 2010-2011, p. 313, another example illustrated in colour
New Haven, Yale School of Art, *Lunch with Olympia*, 2013, another example exhibited

Literature

Catherine Millet, *L'art contemporain en France*, Paris 1987, p. 104, another example illustrated in black and white
Robert Maillard, *Vingt-cinq ans d'art en France, 1960-1985*, Paris 1986, p. 118, another example
illustrated in black and white
Art Press, Vol. 146, April 1990, another example illustrated in colour on the cover
Duncan Smith, *Alain Jacquet*, Paris 1990, p. 5, another example illustrated in colour; p. 32, another example
illustrated in black and white
Marco Livingston, *Pop Art: A Continuing History*, London 1990, p. 145, no. 202, another example
illustrated in colour



27^{AR}

ALAIN JACQUET (1939-2008)

Gabrielle d'Estrées
1965

signed and dated 65
silkscreen on canvas

113.7 by 162 cm.
44 3/4 by 63 3/4 in.

£15,000 - 20,000
US\$22,000 - 29,000
€20,000 - 26,000

We are grateful to Monsieur Fabien Jacquet, from the *Comité Alain Jacquet*, Cerdon, who has confirmed the authenticity of this work from a photograph.

Provenance

Private Collection, France
Sale: Massol S.A., Paris, *Tableaux et Sculptures des XIXe-XXe siècles et contemporains*, 7 December 2004, Lot 116
Acquired directly from the above by the present owner

Exhibited

Nice, Musée d'art moderne et d'art contemporain, *Alain Jacquet: Camouflages et Trames*, 2005, p. 97, another example illustrated in colour



Gabrielle d'Estrées and One of Her Sisters
Paris, Louvre
© 2016 Photo Scala, Florence



28^{AR}

PETER KLASEN (B. 1935)

Lieux d'Aisance qui ne sont pas accessibles à tout le monde

1967

signed, titled and dated 1967 on the reverse
acrylic on canvas

100 by 100 cm.
39 3/8 by 39 3/8 in.

£15,000 - 20,000
US\$22,000 - 29,000
€20,000 - 26,000

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

Provenance

Galerie Mathias Fels & Cie, Paris
Noël Rovers d'Hondt Collection, Malaga
Thence by descent to the present owner

A masterful composition which combines the representational and the abstract, Peter Klasen's *Lieux d'Aisance qui ne sont pas accessibles à tout le monde* (literally "Bathrooms that are not accessible to everybody") of 1967 is wonderfully evocative of the decade in which it was created.

An exceptional early work from a period when the artist's rich talents were first becoming widely recognised, this painting encapsulates many of the elements that were to establish Klasen as a key player in the French avant-garde scene of the 1960s. Produced using an airbrush which sprays a fine mist of paint onto the canvas, it features both hard edge and soft focus, the viewer's gaze darting from the crisp, cool reflections on a metal pipe, across an expanse of vivid blue to the soft fleshiness of glossy female lips. Like a *trompe l'oeil*, its painstakingly painted surface suggests a collage of appropriated images, partial remnants of photographs torn from a book or a magazine and pasted onto the canvas. It presents us with a challenging and yet timeless vision of human and product as one and the same, the eroticised female as commodity in a world beholden to the laws of supply and demand.

From 1962, Peter Klasen became affiliated with the group known as *La Nouvelle Figuration*, a loose association of artists that also included Valerio Adami, Erró and Hervé Télémaque. Celebrated in a landmark 1964 exhibition entitled *Mythologies Quotidiennes* ("Everyday Mythologies") at the Musée d'Art moderne de la Ville de Paris, the members of *La Nouvelle Figuration* revived the tradition of figurative painting, but remained resolutely modern in their approach towards the human form. The influence of *Pop Art*, increasingly popular in

the United States at this time, is evident in the subject matter of the present work, which combines the mechanical and mundane with the enticingly sensual, the female mouth placed in an apparently unlikely juxtaposition with a bathroom sink and an electrical plug. The result, however, is utterly compelling, creating a clash of warm human flesh and cold inanimate substance, a contrast of saturated colour and subtle monochrome, the improbable meeting of the pedestrian and the virtually pornographic. Indeed the critic Gilbert Lascault observed that: "Klasen's works constantly evoke the existence of men and women. They never (or almost never) represent them in their entirety...fragments, shadows, reflections, traces and remains: under all of these forms, the human is captured like a game of absences and presences, which refuse to take a direct approach." (Gilbert Lascault, *Klasen: Rétrospective de l'Oeuvre Peint de 1960 à 1987*, Aix-en-Provence 1987, pp. 59-60).

The present work's use of frames within a frame, tight windows onto visual fragments placed across the canvas, is particularly distinctive. Obvious comparisons could be made with the American *Pop* canvases of Andy Warhol or Tom Wesselmann, but there is also something unmistakably European about this painting, which bears striking similarities to 1960s masterpieces by British artists Gerald Laing and Allen Jones. Typical of Klasen's important body of work, *Lieux d'Aisance qui ne sont pas accessibles à tout le monde* from 1967 delivers a searing critique of modern mores that is not only aesthetically appealing, but also just as fresh and relevant today as it was when first painted almost fifty years ago.



29^{AR} WT

RAYMOND HAINS (1926-2005)

Seita

1966-1967

signed, titled, dated *Venezia 1966-67* and inscribed *collectionne*
Galleria il Canale on the inside
painted wood

Dimensions when installed: 211 by 169.5 by 100 cm.
83 1/16 by 66 3/4 by 39 3/8 in.

£30,000 - 50,000

US\$44,000 - 73,000

€39,000 - 66,000

Provenance

Galleria il Canale, Venice

Acquired directly from the above by the previous owner

Thence by descent to the present owner

Exhibited

Verona, Palazzo Forti, *Dadaismo Dadaismi Da Duchamp a Warhol*,
1997, p. 306, no. 289, illustrated in colour



Seita belongs to one of Raymond Hains' most significant series of artworks, begun in 1964, and represents the artist's attempt to avoid being type cast as working in a singular style. In his early career Hains had experimented with *Dadaist* inspired photography before becoming renowned for *Affichisme*; *décollage* works formed from layers of ripped and weathered posters, carefully cut from the street and recomposed in an abstracted pictorial format. These collages were closely associated with the *Nouveau Réalisme* movement, a term penned by art critic Pierre Restany during an exhibition at Galleria Apollinaire, Milan in 1960, which displayed Hains' work alongside those of Arman, Yves Klein, Jean Tinguely and Jacques de la Villeglé. This avant-garde group, later expanded to include Christo, César, Mimmo Rotella and Niki de Saint-Phalle, drew heavily on the notion of 'reality', sourcing material from everyday objects and re-contextualising them in a *Duchampian* fashion. In Hains' case this meant finding truth and beauty in the archaeology of deteriorating street advertisement hoardings.

Whilst the *Seita* and *Saffa* series, produced in conjunction with each other, differed dramatically from these iconic *décollages* they undoubtedly shared the same creative imperatives. Their titles were lifted from the acronyms for *S.E.I.T.A.* the former French state-owned tobacco and match company, and *S.A.F.F.A.* its' Italian equivalent, whilst the works themselves were a playful recreation of their products with the names transposed, thus the *Saffa* series depicted *S.E.I.T.A.* merchandise and vice versa.

Reproductions rather than ready-mades, these works almost exclusively focused on the depiction of the match in sculptural form, occasionally as a single entity, more often than not encased together in a box or book, such as with the present sculpture. An everyday object, the

match is both cheap and disposable, and yet also a significant solution to that most primal of human needs, the ability to create heat and light. This dichotomy is reinforced by the monumental proportions employed by the artist on this work and the others from the series. Measuring at just under 220 cm. high and therefore being one of the very largest examples, *Seita*'s inflated sense of scale elevates this very humble, mass-produced object into the realms of fine, or more specifically, *Pop Art*, recalling the oversized replicas of Claes Oldenburg's sculptures. Whether depicting the ubiquitous three way plug or the humdrum match, the simplicity and serialisation of motifs define these works within this movement, however *Seita* is more than just a gigantic *Pop tour-de-force* as the artist has one further pun at his disposal. Matches are by their very nature self-destructive, in a single stroke they can be all-consuming, and this symbolism is powerfully evocative of Hains' attempts to extradite himself from every art movement that he had become aligned with.

The present work, housed in the same private family collection since its execution comes, was last on public view in 1997, with over 300 other masterworks in *Dadaismo Dadaismi Da Duchamp a Warhol*, the prestigious exhibition, held in Palazzo Forti, Verona, exploring *Dadaism* and its continuing legacy. Hains is an essential part of this legacy, remaining an unclassifiable figurehead in Post-War French art, linked to but never defined by its most significant movements. *Seita* reminds us that as an artist he has the constant ability to playfully reinvent himself whilst remaining grounded in his presentation of the 'real'.



30

TOSHIMITSU IMAI (1928-2002)

Untitled

1961

signed and inscribed *PARIS*
oil on paper

64.1 by 49.3 cm.
25 1/4 by 19 7/16 in.

This work was executed *circa* 1961.

£12,000 - 18,000

US\$18,000 - 26,000

€16,000 - 24,000

Provenance

Acquired directly from the artist by the present owner *circa* 1965



31

GUTAI (1954-1972)

A Collection of 32 unique works by Kazuo Shiraga, Shozo Shimamoto, Jiro Yoshihara, Sadamasa Motonaga, Yuko Nasaka, Sadaharu Horio, Norio Imai, Kumiko Imanaka, Joji Kikunami, Shigeki Kitani, Tsuyoshi Maekawa, Takesada Matsutani, Yoshihara Michio, Shuji Mukai, Saburo Murakami, Michimasa Naohara, Senkichi Nasaka, Kimiko Ohara, Minoru Onoda, Masaya Sakamoto, Yasuo Sumi, Satoshi Tai, Ryuji Tanaka, Teruyuki Tsubouchi, Chiyu Uemae, Tsuruko Yamazaki, Toshio Yoshida and Michio Yoshihara

1966-1969

variously signed and dated
mixed media, in 32 parts

Dimensions variable: ranging from 5 by 5.2 cm. to 15 by 7.8 cm.

These works were executed between 1966 and 1969.

£30,000 - 50,000

US\$44,000 - 73,000

€39,000 - 66,000

These 32 works are sold together with an original envelope from the *Gutai Pinacotheca* addressed to Mr Jean-Clarence Lambert and a New Year's card drawn and signed by several *Gutai* artists from 1968 (measuring 24 by 25 cm.).

Provenance

Jean-Clarence Lambert, France (gift from the artists)

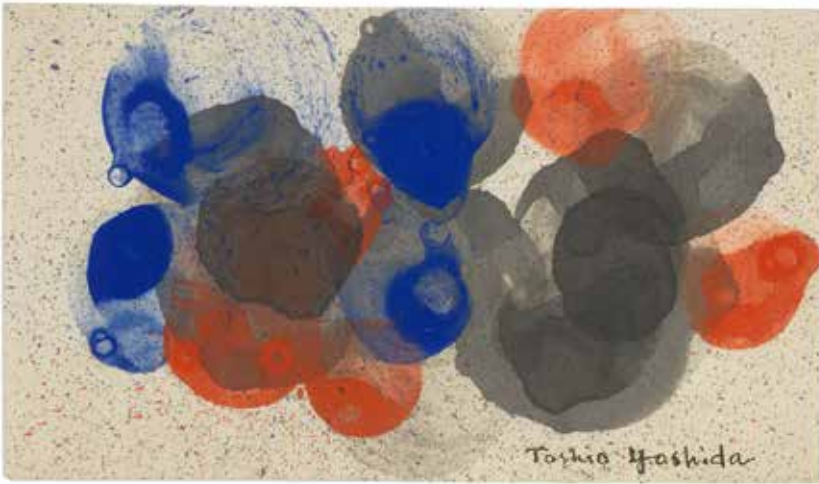
Private Collection, France (by descent from the above)

Acquired directly from the above by the present owner

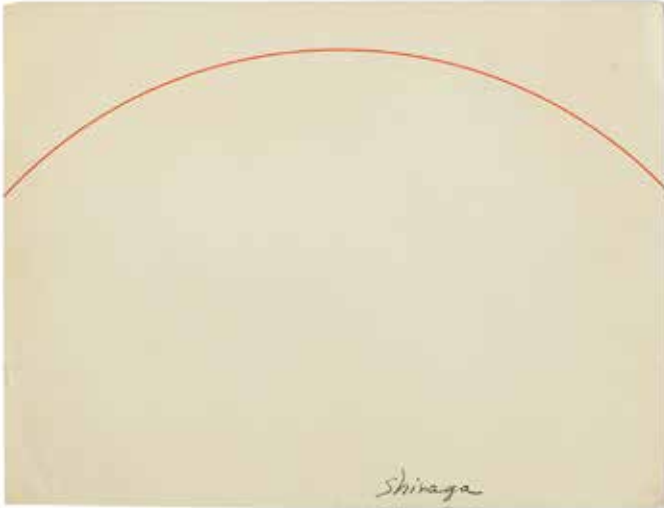


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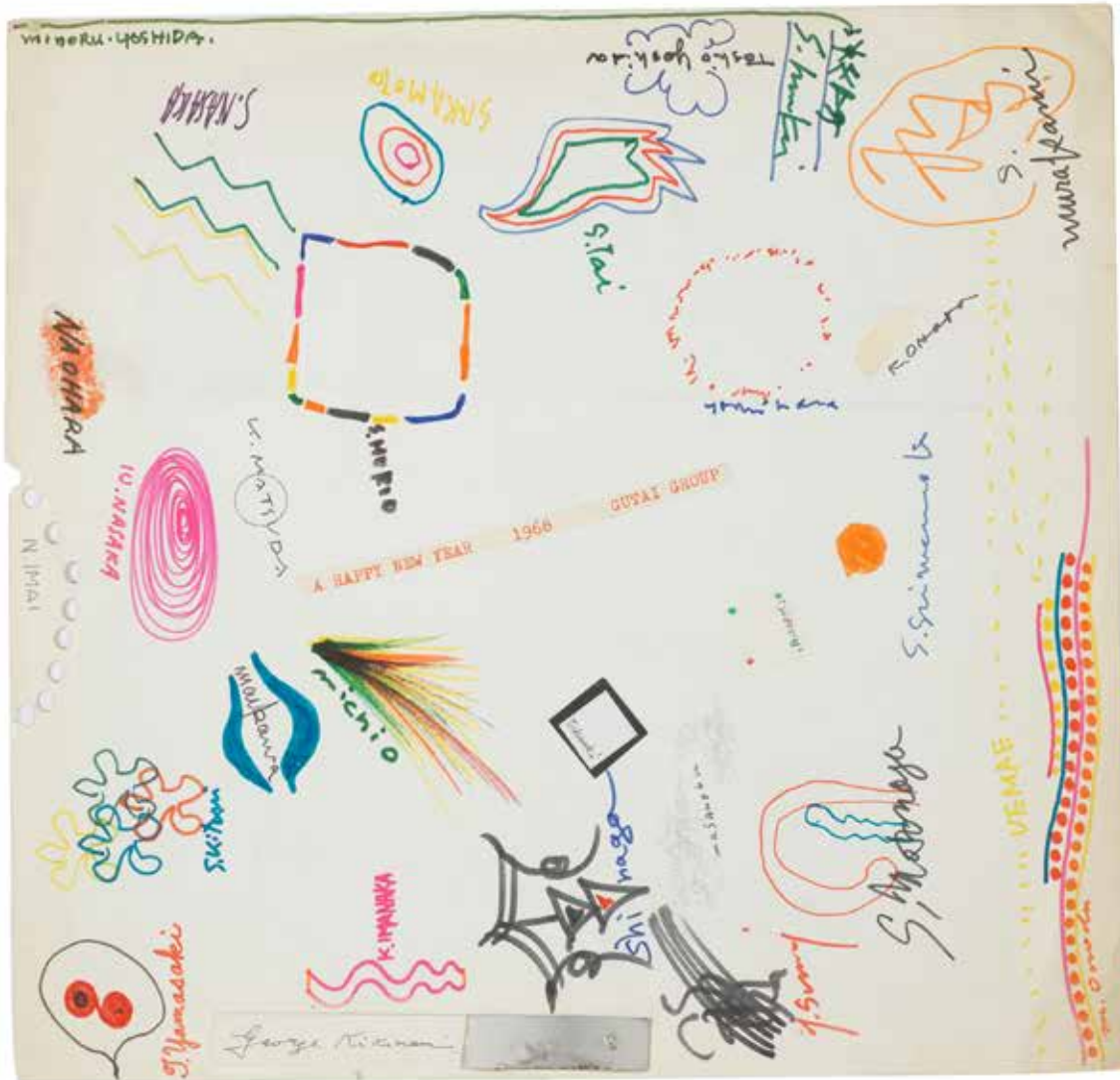




Clockwise from top left
Toshio Yoshida, Sadamasa Motonaga, Shozo Shimamoto, Satoshi Tai



Clockwise from top left
Kazuo Shiraga, Yasuo Sumi, Kumiko Imanaka, Chiyu Uemae



The acclaimed poet, art-critic and former owner of this group of works Jean-Claence Lambert led a life surrounded by the most significant art and artists of his time. From the very beginning, Lambert's publications honour the power of words as a gateway to art. Throughout his writings he paid tribute to the influence of the French poet Paul Valéry and dedicated his lyrical works to the leading figures of *Surrealism* such as Paul Eluard, André Masson and Joan Miró. This fascination he shared with many of the members of the *Gutai* group, especially their founding member Jirō Yoshihara.

This group comprises thirty two unique and original artworks gifted by the key members of the *Gutai* group to Jean-Claence Lambert which he treasured for decades in his personal collection and represent an intimate and refined artistic exchange. Conceived as New Year's greetings, these works epitomise the very essence of what *Gutai* stands

for on a greater scale: conceived as radical reinvention of gestural forms, this movement's bold, experimental openness towards a new frontier in art would not tolerate any limitation by classic painterly or sculptural norms. Discarding the constraints of the paintbrush and casting aside the received understanding of the artwork as merely an end product, the pioneering force of *Gutai* was derived from the belief that the act of creation should become an integral element of the artwork. As such the artists contrived a number of devices to incorporate the dynamism of their processes into their artistic production. Not merely defying traditional technical methods within their painterly practice, this revolutionary spirit also extended to exploring completely new means of involving the audience.

By attaching such significance to the presence of the public, the moment of interaction becomes a performance in its own right.

Sending out wishes for a Happy New Year therefore becomes more than a conventional, gregarious gesture. Based on *Nengajō* (年賀状) this Japanese custom of celebrating the beginning of a new year by delivering greetings cards is an important way of paying tribute to one's family and distant friends. Enrooted in a culture that values calligraphy not only as an instrument of communication but also as autonomous craft, the hand-writing qualities on display on New Year postcards express esteem as much as they demonstrate artistic skill. Well aware of the calligraphic heritage, the *Gutai* artists refined the practice of *Nengajō* to the point of an advanced act of performance from the mid 1950s onwards. In accordance with the credo that art should be released from closed rooms and that inanimate objects could be inspirited, these individually and collectively designed cards represented an animated way of reaching out to a valued audience.

The present collection of cards also includes an original envelope bearing the address of the *Gutai Pinacotheca*. By initiating their own institute from the earliest days of the movement's inception, the *Gutai* group placed a substantial emphasis on recording their artistic achievements in a self-aware and self-determined way.

Similar to the *Gutai Journals*, *Mail Art* became a cultivated element of *Gutai* practice to actively connect with the outer world. A distinct form of this concept was presented during the *11th Gutai Art Exhibition*, when visitors would be invited to choose an artist-designed greeting card. In an attempt to involve the audience beyond the role of mere observer, the card would thereby be given the chance of revealing itself over an extended time period.

The collectively undersigned, larger greeting-card to Jean-Clarence Lambert wishing him a "Happy New Year 1968" (reproduced on the left page) is a fascinating testimony to the nature of the *Gutai* group. As a collective that after all is known to have spread over two generations of artists, one can detect the unity of the artists, gathering to a joint creative practice. There is a subtle elegance marking the collective genesis and demonstrating a mutual respect amongst the artists. Traceable like a halo around the colourful emblems and ornate signatures, it shows how carefully the artists concede sufficient space in deference to their fellows. The individually crafted cards stand nothing short of miniature artworks. Just as the pictographs on the collective card, the delicate sheets display a strong concordance with large scale, museum-quality works of the celebrated artists. These works cannot be dismissed as mere sketches or experimental studies, particularly in the light of the Japanese heritage of excelling in craftsmanship in the smallest formats.

An exquisite example of such a correlation is displayed on the card by Shozo Shimamoto. Exploring new ways to liberate colour, his *Whirlpool* works develop a new language of paint flowing in rhythmic grace liberated from the rigidity of the paintbrush. Equally striking is the card signed by Kumiko Imanaka, bearing her signature undulating shapes; this elongated, bi-chrome vision echoes her archetypical relief pieces. As it expands its hypnotizing effect on the given format, this work evokes the same strength of her three dimensional works showcased in the ground-breaking *Gutai* exhibitions of the time. The rounded cards are an erudite nod to *Gutai* founding member Jirō Yoshihara's exhaustive quest to paint the circular form. This collection can be seen as key to a journey of endless discovery bearing the most essential achievements of the *Gutai* legacy, such as the spumous textures reticulating on the card of Toshio Yoshida or the half-moon-shaped red line by the hand of Kazuo Shiraga referencing his *Fan* sculptures and paintings.

The *Gutai* group's activities were carefully documented in their correspondences to connect with critics and fellow artists across the globe. France played a particularly crucial role in linking the Japanese avant-garde to Western Post-War developments. Assembled over the years by Jean-Clarence Lambert, this collection marks a deep mutual appreciation between the artists and the Paris-based critic. Almost a miniature museum of their own these collected artworks are a true treasure trove that encapsulates the spirit of a ground-breaking era, venerating their roots in an ancient Japanese tradition at the same time as they embodied all the main concepts that defined a radically new chapter of art history.



Above
Yuko Nasaka, part of this lot

Left page
New Year's card drawn and signed by several *Gutai* artists from 1968, part of this lot

32

KAZUO SHIRAGA (1924-2008)

Auspicious Yellow

1970

signed; signed and titled in Japanese on the reverse
oil on canvas laid on board

22.4 by 27.4 cm.

8 13/16 by 10 13/16 in.

This work was executed *circa* 1970.

£40,000 - 60,000

US\$59,000 - 88,000

€53,000 - 79,000

This work is accompanied by a photo-certificate of authenticity issued by the *Shiraga Kazuo Kantei Toroku Linkai*.

Provenance

Private Collection, Asia

Sale: Shinwa Art Auction, Tokyo, *Modern Art*, 19 November 2011, Lot 64

Private Collection, Asia

Sale: Shinwa Art Auction, Tokyo, *Modern Art*, 23 November 2014, Lot 155

Acquired directly from the above by the present owner

Auspicious Yellow of 1970 by Kazuo Shiraga is a riot of colour and texture, showcasing the great master of the *Gutai* movement's signature method in a voluptuous application of oil paint, all within this exquisite, jewel-like painting. Executed *circa* 1970 the present work can be seen as a classic example of the very essence of this radical and seismic movement that tore up the rule book globally rather than the effect being confined merely to Japan and Asia.

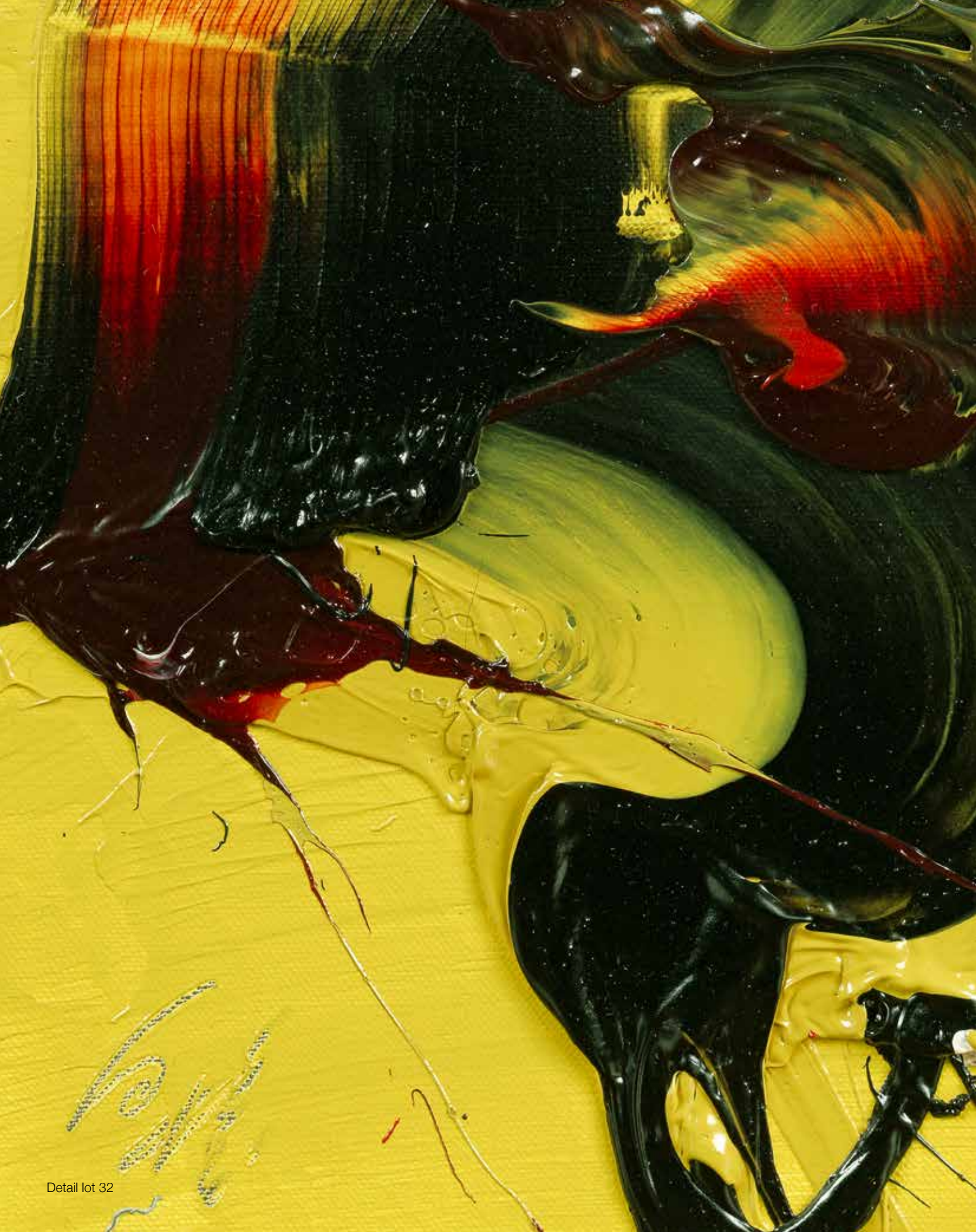
The *Gutai Art Association* was founded in 1954 by the charismatic Jirō Yoshihara, an eccentric millionaire and artist who exhorted his followers to: "make something that has never existed before". The group rose from the ashes of Post-War Japanese culture where a combination of defeat and a state founded on anachronism stifled creativity and fostered a lack of confidence that was shattered by the sheer exhilaration of this radical new practice. As a leading figure from the movement that included luminaries such as Shozo Shimamoto and Chiyu Uemae Kazuo Shiraga's approach to painting sent shockwaves through the global art world. The great French innovator Yves Klein visited Japan between 1952 and 1954 and the influence of Shiraga's espousal of using his body to replace a paintbrush can clearly be seen in Klein's *Anthropometry* series.

Shiraga's work consistently appears in the most important private and public collections in the world, not least the Museum of Contemporary Art, Tokyo, the Museum of Modern Art, New York, The Guggenheim Collection, New York and Tate Modern, London amongst many others.

The present work evokes these developments clearly, with the paint applied seemingly at random and delivering exquisitely spontaneous results. The luxurious application of oil even within such a constrained pictorial plane indicates the confidence of a master at work and indeed can be seen as one of the most successful examples in this format ever to come to market. Japanese traditions of working in small format add extra potency to this work, to sustain the tension of the composition in such a tight frame requires a genuine understanding of the medium, not unlike in the creation of *netsuke* or indeed *origami*.

Originally stemming from events where the artist was suspended by a rope above a canvas or piece of paper over which he would kick and manipulate the paint seemingly at random, as his career developed and the artist received exhibitions in New York by the venerated gallery owned by the great dealer Martha Jackson, his work began to recall the action paintings of Jackson Pollock ending the nihilism of the earlier works. Whilst the movement came to an end in 1972 following the sudden death of Yoshihara, Shiraga remains one of the most influential painters to have emerged anywhere in the world in the period after the Second World War and the very essence of his influence can be seen in this charming, arresting work.







33

YAYOI KUSAMA (B. 1929)

Stamens Sorrow

1986

signed in Japanese, dated 1986 and titled in Japanese on the reverse
stuffed fabric, acrylic and mixed media on board

40.5 by 40.5 by 10 cm.
15 15/16 by 15 15/16 by 3 15/16 in.

£65,000 - 85,000

US\$95,000 - 120,000

€85,000 - 110,000

This work is accompanied by a registration card issued by *Kusama Enterprise*, Tokyo.

Provenance

Angelo Donati Collection, Italy

Acquired directly from the above by the present owner circa 2000

Exhibited

Milan, Padiglione d'Arte Contemporanea, *La forma del Mondo/La fine del Mondo*,
2000, p. 148, illustrated in colour

A refreshingly chaotic blast of colour and movement, *Stamens Sorrow* of 1986 is a wonderful piece of art, which, despite hints of melancholy in its title, encapsulates boundless energy and intensity. A slice of quintessential Kusama, it displays many of the motifs for which the celebrated artist is best-known. A mass of seething, sculptural forms which seem intent on defying their two-dimensionality, it is also endlessly captivating, even enigmatic; sometimes conceptual, often surreal, always unflinchingly avant-garde, Yayoi Kusama's oeuvre can be difficult to categorise. Terms like *Minimalist*, *Pop* and *Feminist* have all been applied to her at various point in her long career, but no single classification quite does her justice. Including painting, sculpture, installation and performance, her artistic output is as diverse as it is unpredictable. In addition to being Japan's best-known living artist, she is a respected writer who has produced numerous books and essays dedicated to her own work and life, as well as various novels and poems, over the past few decades. Throughout most of her life she has

also struggled with her mental health, and whilst it might be tempting to presume that her incredible achievements have been accomplished despite her ongoing health problems, in reality it seems likely that these achievements largely stem from Kusama's own personal experiences with psychological disorder. Her psychoses have proved inspirational for her art, as she herself explains: "My art originates from hallucinations only I can see. I translate the hallucinations and obsessional images that plague me into sculptures and paintings" (the artist in: *bombmagazine.org*, 1999). In fascinating pieces such as the present work, Yayoi Kusama allows us a glimpse into the inner workings of her complex and creative mental experiences, producing in the process a remarkable work of art which is both stunningly beautiful and startlingly profound.

Born into a wealthy and traditional Japanese family in Matsumoto in 1929, it is something of a miracle that Kusama became an artist at all. Her early years were difficult, and her relationship with her parents





Yayoi Kusama's early reputation was based on a series of audacious performance pieces, or 'happenings', which often included nude protagonists painted with lurid abstract patterns. It is here that the importance of her signature polka-dot became more clearly defined, a motif which has endured in her art throughout the decades to follow. In *Stamens Sorrow*, 1986, this dot motif is transferred onto a panoply of padded elements, rounded shapes reminiscent of ova which battle to burst forth from the strictures of a wooden frame. Overlying this vibrant throng is a delicate lace of tiny 'stamen', their form clearly a reference to spermatozoa, which dart and swim across the purple (a colour rarely seen in Kusama's work) and black polka-dot surface. The result is work which is at once profound and incredibly delicate, the 'stamen' and 'ova' combining to create pictorial depth as well as poetic energy. A cacophony of colour, shape and volume, *Stamens Sorrow*, 1986, presents us with a moment of imminent creation, its fecund forms alluding to the potential for burgeoning life, to new beginnings and unknown potential.

After her early success in America, Kusama returned to her native Japan in 1973, retreating from the full glare of the art world. Her creativity, however, never dimmed, and within a few years she was back in the spotlight, even more fêted than before. In 1987, one year after the creation of this wonderful work, she was honoured with her first ever retrospective at the Kitakyushu Municipal Museum of Art, and two years after that another retrospective was held at the Centre for International Contemporary Art in New York. Since then, her career has been celebrated in a seemingly endless list of solo shows and retrospectives around the globe, and her work is now held in some of the most prestigious public collections in the world, including MoMA, New York, Tate Modern, London and the Centre Pompidou, Paris amongst many others. Her life and career could be framed as a narrative of triumph against adversity. In fact, it should more correctly be described as a tale of triumph rooted in adversity. As *Stamens Sorrow*, 1986 reveals, the strange visions of Yayoi Kusama, and the unique world view that her intense psychological experiences have inspired, have allowed her to develop a unique artistic genius. In this strange yet alluring work of art, we see a world quite different to our own, a place unfamiliar and intriguing, utterly personal and infinitely universal.

fractious and at times violent. Eventually she escaped to Kyoto, enrolling in painting classes there but soon tiring of the traditional methods taught in the conservative academy. It was during this period that Kusama experienced a mental breakdown, which triggered a period of intense creativity, but also compelled her to destroy many of her early works. In 1951 she made the decision to move to New York, breaking away from her disapproving family for good and heading to what was at that time the world capital of avant-garde art. Despite speaking next to no English, and knowing almost no-one, Kusama quickly established herself as an artistic force to be reckoned with.

Above

Marcel Broodthaers, *White Cabinet and White Table*, 1965
 New York, Museum of Modern Art (MoMA)
 Fractional and promised gift of Ronald S. Lauder
 © 2016 The Museum of Modern Art, New York/Scala, Florence
 © The Estate of Marcel Broodthaers / DACS 2016

Right page

Detail of the present work





34^{AR}

GEORG BASELITZ (B. 1938)

Adler

1974

signed with the artist's initials and dated *Okt 74*
watercolour and pencil on paper

34.2 by 25.5 cm.
13 7/16 by 10 1/16 in.

£6,000 - 8,000

US\$8,800 - 12,000

€7,900 - 11,000

This work is registered in the *Archive Georg Baselitz*, Munich.

Provenance

Private Collection, Europe

Sale: Christie's, London, *Contemporary Art*, 18 October 1990, Lot 409

Private Collection, Europe

Galerie Rodolphe Janssen, Brussels

Acquired directly from the above by the present owner *circa* 2000



35^{AR}

GERHARD RICHTER (B. 1932)

Untitled

2002

signed, dated 16. Mai 2002 and dedicated *für Wolfram Zohles*
oil on paper

15 by 9.7 cm.

5 7/8 by 3 13/16 in.

£20,000 - 30,000

US\$29,000 - 44,000

€26,000 - 39,000

This work is accompanied by a photo-certificate of authenticity issued by
the *Gerhard Richter Archive*, Dresden, dated 22 October 2015.

Provenance

Private Collection, Germany (gift from the artist)

Sale: Ketterer Kunst GmbH & Co, Munich, *Post War Part I*, 5 December 2015, Lot 964

Acquired directly from the above by the present owner



36

WIFREDO LAM (1902-1982)

Untitled

1974

signed; signed on the reverse
oil on canvas

27.2 by 35.2 cm.
10 11/16 by 13 7/8 in.

This work was executed *circa* 1974.

£10,000 - 15,000

US\$15,000 - 22,000

€13,000 - 20,000

We are grateful to Monsieur Eskil Lam for confirming
the authenticity of this work.

Provenance

Galerie Lelong, Paris

Private Collection, Europe

Galerie Antigo Q B, Lisbon

Acquired directly from the above by the present owner

Literature

Lou Laurin-Lam and Eskil Lam, *Wifredo Lam: Catalogue Raisonné
of the Painted Work, Volume II, 1961-1982*, Lausanne 2002, p. 459,
no. 74.99, illustrated in black and white



37^{AR}

ROBERTO MATTA (1911-2002)

Sangue Veloce

1973

signed and titled
oil on canvas

73 by 67 cm.
28 3/4 by 26 7/16 in.

This work was executed *circa* 1973.

£15,000 - 20,000

US\$22,000 - 29,000

€20,000 - 26,000

Provenance

Private Collection, Italy (gift from the artist *circa* 1973)
Thence by descent to the present owner

38

GABRIEL OROZCO (B. 1962)

Atomists: Ascension (diptych)

1996

computer-generated laser print mounted on aluminium, in two parts

Overall: 196.9 by 140.3 cm.

77 1/2 by 55 in.

This work was executed in 1996, and is the artist's proof aside from the edition of 3.

£45,000 - 65,000

US\$66,000 - 95,000

€59,000 - 85,000

Provenance

Marian Goodman Gallery, New York

Ho Gallery, New York

Acquired directly from the above by the present owner in 1997

Exhibited

London, Artangel, 50 St. James's Street, *Empty Club*, 1996, p. 45, another example illustrated in colour; pp. 60-62, another example illustrated in installation views in black and white
Los Angeles, Museum of Contemporary Art; Mexico City, Museo Internacional Rufino Tamayo;
Monterrey, Museo de Arte Contemporaneo, *Gabriel Orozco*, 2000, p. 149, another example illustrated in colour

Long Beach, Museum of Latin American Art, *México: Expected/Unexpected*, 2011, p. 108, another example illustrated in colour

Literature

Briony Fer, Benjamin H. D. Buchloch and Rochelle Stein, *Gabriel Orozco*, London 2004, p. 97, another example illustrated in colour

Jessica Morgan, *Gabriel Orozco*, London 2011, p. 99, another example illustrated in colour



Although today he is widely regarded as Mexico's greatest living artist, the influences which have shaped Gabriel Orozco's disparate body of work are truly international. Encompassing painting, photography, sculpture and installation, Orozco's output over the last three decades has continually demonstrated his versatility, his work never failing to surprise and delight. His creativity has been informed by constantly shifting geography, as the artist has spent much of his lifetime moving from place to place, an itinerant refusing to settle in a permanent studio space. In each location, Orozco's art has inevitably taken on aspects of the local culture, continually pushing his aesthetic in unexpected directions. In *Atomists: Ascension* of 1996, an apparently ordinary newspaper photograph is blown up to life-size proportions and overlaid with a network of brightly-coloured semi-circles; a very British image filtered through a perceptive Mexican eye.

The image that we find in *Atomists: Ascension* was created for one of Orozco's most famous projects, entitled *Empty Club*, held over several weeks in the summer of 1996. A large scale site-specific installation, *Empty Club* was situated in the unused interior of a former gentleman's club in London's St. James's, a historic district with a long tradition of elite associations and leisure. Featuring a variety of artworks in both two and three dimensions, the contents of the installation were often playful and humorous but also intellectually rigorous, a combination that Orozco has become adept at pulling off like no other. One room of the club was dedicated to the series of works entitled *The Atomists*, all of which feature images taken from British newspapers which show athletes in action, photographs which capture these modern-day heroes in moments of exertion, drama and passion. In the present work we see a group of rugby players, two of them being lifted by their teammates in a moment redolent of Robert Delaunay's *L'équipe de Cardiff* from 1913,

an elegantly coiled pyramid of human bodies in motion; at its apex a player with his back turned towards the viewer, just below him another with eyes closed, mouth slightly open and arms stretched, as if about to take flight. Each player displays complete concentration, lost in their own world of effort, enveloped in total physical and mental exertion. The Bernini-esque baroque beauty of this un-choreographed moment, reproduced here on an imposing scale, is mesmerising.

But there is more to *Atomists: Ascension* than just that appropriated image. Orozco has artfully overlaid it with grid of dissected spheres, a recurring motif in his work. Like the title of the series, these shapes relate to the artist's interest in the ancient Greek theory of atomism, which proposes that all matter is formed from tiny, indivisible particles or units. Here these particles are rendered visible to the human eye in colourful form, and as in many of Orozco's best works, we witness the everyday mixed with the scholarly, almost arcane.

Although it features an image of an unmistakably English pastime which was inspired by the original London location of *Empty Club*, the afterlife of this, and indeed all of the *Atomist* images, reveals its international appeal: *Ascension* has been included in various recent exhibitions and publications in Mexico, the USA and Great Britain, confirming its important place within the artist's *oeuvre*. In turning sport, with all of its theatre, its skill and its emotion, into great art, Gabriel Orozco succeeds where many others have failed. The quasi-religious vision that he creates in *Atomists: Ascension* is wholly immersive and captivating, convincingly capturing the purest, most elementary levels of human spirit and materiality.

Right page

Robert Delaunay, *L'équipe de Cardiff*, 1913
Paris, Musée d'Art Moderne de la Ville de Paris.
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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 <i>Hammer Price</i>
20% from £50,001 to £1,000,000 of the <i>Hammer Price</i>
12% from £1,000,001 of the <i>Hammer Price</i>

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

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

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

8. VAT

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

The following symbols are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to *Bonhams* 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

As a *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- 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.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

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

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;			10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS	11	GOVERNING LAW
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and
- 3.1.3 if the Lot is marked ^(AP), an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1			9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1		7.4	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2				
7.1.3				
7.1.4		8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.5		8.1	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6		8.1.1	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7		8.1.2	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8		8.1.3	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9		8.1.4	10 OUR LIABILITY	
7.1.10		8.2	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11		8.2.1	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.2		9 FORGERIES	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		9.1	10.2.2	changes in atmospheric pressure; nor will we be liable for:
		9.2	10.2.3	damage to tension stringed musical instruments; or
		9.2.1	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.2		
		9.2.3		

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Bidder" a person who has completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

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Madalina Lazen
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20th Century British Art

Matthew Bradbury
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Aboriginal Art

Francesca Cavazzini
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African, Oceanic & Pre-Columbian Art

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Fredric Backlar
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American Paintings

Kayla Carlsen
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Antiquities

Madeleine Perridge
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Antique Arms & Armour

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U.S.A
Paul Carella
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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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U.S.A
Frank Maraschiello
+1 212 644 9059

Australian Art

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Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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U.S.A
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British & European Glass

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Suzy Pai
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British Ceramics

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California & American Paintings

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Carpets

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Chinese & Asian Art

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U.S.A
Dessa Goddard
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HONG KONG
+852 3607 0010
AUSTRALIA
Yvett Klein
+61 2 8412 2222

Clocks

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James Stratton
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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
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U.S.A
Jeremy Goldsmith
+1 917 206 1656

Entertainment Memorabilia

UK
Katherine Schofield
+44 20 7393 3871
U.S.A
Catherine Williamson
+1 323 436 5442

European Ceramics

UK
Sebastian Kuhn
+44 20 7468 8384
U.S.A
Peter Scott
+1 415 503 3326

Furniture & Works of Art

UK
Nicholas Faulkner
+44 20 8963 2845
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

Oliver White
+44 20 7468 8303

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
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HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

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