

THE SOUTH AFRICAN SALE

Wednesday 14 September 2016



Bonhams

LONDON







THE SOUTH AFRICAN SALE

Wednesday 14 September 2016 at 2pm
New Bond Street, London

VIEWING

Sunday 11 September
11am to 3pm
Monday 12 September
9am to 4.30pm
Tuesday 13 September
9am to 4.30pm
Wednesday 14 September
9am to 12noon

SALE NUMBER

23399

CATALOGUE

£25.00

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Front cover: Lot 30
Back cover: Lot 61
Inside front cover: Lot 19
Opposite page: Lot 53
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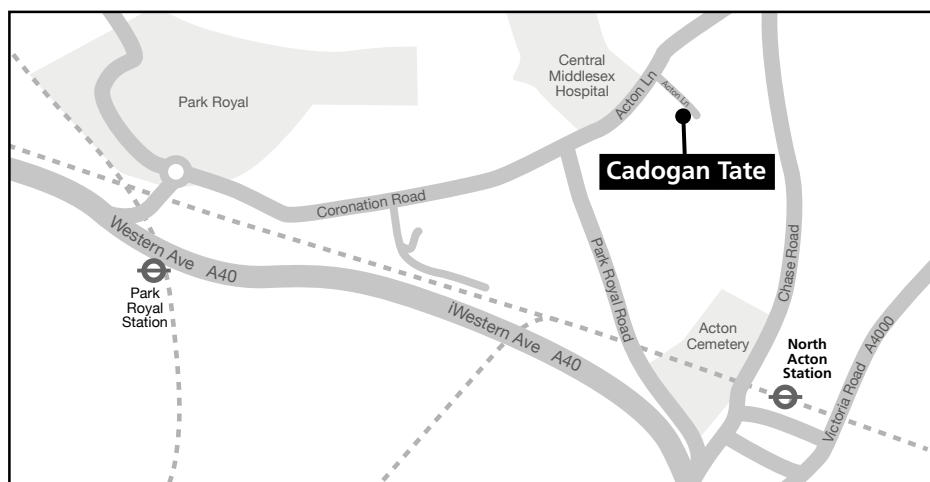
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SOUTH AFRICAN ART AT BONHAMS



Giles Peppiatt
Director



Eliza Sawyer
Cataloguer



Helene Cockman
Trainee

Since its inauguration in 2007, the South African Sale at Bonhams has gone from strength to strength. We are proud to be the global market leader in this category, holding the world records for the nation's major artists. Last year, we sold *Arab in Black*, an important painting by Stern executed during her first visit to Zanzibar, for £842,500. This September, we are delighted to be offering another portrait of an Arab painted during her second visit to the archipelago.

Dated 1945, *Arab with Jug* depicts an elderly man holding an earthenware jug. Stern later published an account of her travels around Zanzibar, in which she reproduced the painting with accompanying Arabic inscriptions. The translations suggest that Stern painted the work during Ramadan, and the jug proffered by the Arab represents the end of the day's fast. The work is housed within one of the artist's handmade frames, constructed from an intricately carved Zanzibar wooden door.

We are also excited to be offering *Watussi Dancers*, an equally important painting by Stern executed the following year. The work depicts a group of Watusi performing a ceremonial dance. The artist had witnessed this first hand during her first tour of the Congo in 1942. She travelled to Kigali in order to meet the King and Queen of Rwanda who were attending the festivities. Stern achieved her objective of painting portraits of the royal couple, however it is clear from her diary entries that the highlight was the Watusi dance. She continued to return to the subject in subsequent years. This painting, dated 1946, is one of the most striking renditions. Stern's decision to construct a Zanzibar frame for the work demonstrates how highly she regarded it.

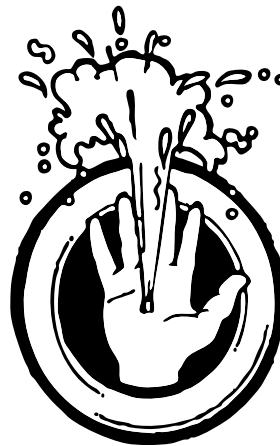
The sale also features a rare painting by the Cape Impressionist, Harry Stratford Caldecott. The scene depicts a view of Government Avenue in Cape Town. The artist had moved to the area in 1924 shortly after his marriage to fellow painter, Florence Zerffi, then curator of the Michaelis Collection. Prior to this, Caldecott had spent ten years in Paris, absorbing the techniques of French Impressionist paintings. On his return to South Africa, he became the chief exponent of the style. Although highly influential, Caldecott produced relatively few works due to his untimely death aged only 43. Paintings of this size and calibre do not frequently come to the market; *Government Avenue, Cape Town* presents collectors with a rare opportunity.

We are pleased to be offering a selection of works by South Africa's most renowned sculptors, including *Noitje of the Underveld* by Anton van Wouw, *The Dreamer* by Lucas Sithole and two bronzes by contemporary artist, Dylan Lewis.

We would like to take this opportunity to warmly thank all those individuals and organisations around the world for their support, encouragement and assistance in contributing to the success of these auctions. We look forward to your participation in the auction, whether through our online live bidding system, by telephone, or by personally welcoming you to view our exhibition in London.

CHARITY AUCTION OF PUPPETS FROM WARHORSE

Tuesday 13 September 2016 at 7.15pm



Bonhams are delighted to be hosting an auction of puppets from the theatre production *War Horse*. The auction will include a selection of the show's most beloved characters including Joey, Topthorn, Coco and Heine amongst others. The proceeds of the sale will be donated to the Handspring Trust, a non-for-profit organisation committed to the promotion and development of the art of puppetry in South Africa.

The Handspring Trust was established by Basil Jones, co-founder of the Handspring Puppet Company, in 2010. The trust shares the philosophy and ethos of the Theatre troupe, seeking to inspire creativity and innovation in puppet performance. The Handspring Company is renowned for its cutting-edge practices and avant-garde aesthetics and design. The trust is committed to building on this tradition, engaging new performers, and developing arts and performance initiatives that fulfil its educational and cultural objectives.

The trust is currently working with research and development programmes to promote puppetry design and performance in the rural community of Barrydale and the urban settlement of Vrygrond near Handspring's manufactory in Capricorn Park.

We encourage you to open your hearts and wallets to support this worthwhile cause, and to secure a piece of theatre history.

Bonhams will not be charging any vendor's commission or buyer's premium on these seven lots. Online bidding will not be available on the evening of the auction, however we will be able to arrange telephone bids for those unable to attend in person.

The sale of the War Horse puppets is subject to the restriction prohibiting their use in relation to public performances. The terms of this restriction will be available for perusal by potential buyers before the auction, and purchasers will be required to sign an acknowledgment that they are aware of the restriction.

Please direct enquires about the event to Eliza Sawyer on +44 (0)20 7468 5881 or email eliza.sawyer@bonhams.com.



A1*
JOEY

Joey is the chief protagonist and hero of War Horse. The play tells the story of how he is taken from his mother and sold into farm labour. At the outbreak of the First World War, he is uprooted again when he is drafted in to serve as a war horse. His stoicism and loyalty have endeared him to millions across the world. His status as a national icon was confirmed when Queen Elizabeth II invited him to lead her own household cavalry at the Windsor Tattoo, where they passed her in royal salute.



A2*

TOPHORN

Never meant for war, Tophorn is a proud and noble race horse. His rider, Captain Stewart, soon befriends Joey's rider, Captain Nicholls, and the two horses develop a close relationship. Tophorn, the faster and more agile of the horses, inspires Joey on the front line and encourages him to become a superior war horse. The friendship becomes mutually beneficial when the pair are captured by the Germans. Forced to pull heavy carts, Joey's prior experience as a farm horse stands them in good stead.



A3*
FOAL

In the opening scenes, Joey, still only a young foal, is separated from his mother and sold to a farm. We first see the puppet alone, emerging from the mist at the rear of a vast and empty stage.



A4*
GOOSE

The beloved farmyard goose that so often stole the show and added an important note of levity to the story.





A5*
TWO CROWS

The crows feature in many of the scenes, hovering over the fields and scenes of battle.

A6*

COCO & HEINE

Coco and Heine are the pair of horses that pull the gun carriage. Their ravaged bodies demonstrate the physical hardships they have suffered, and reveal the full cost of war. When the pair are left for dead on the battlefield, their positions on the gun rig are filled by Joey and Tophorn.



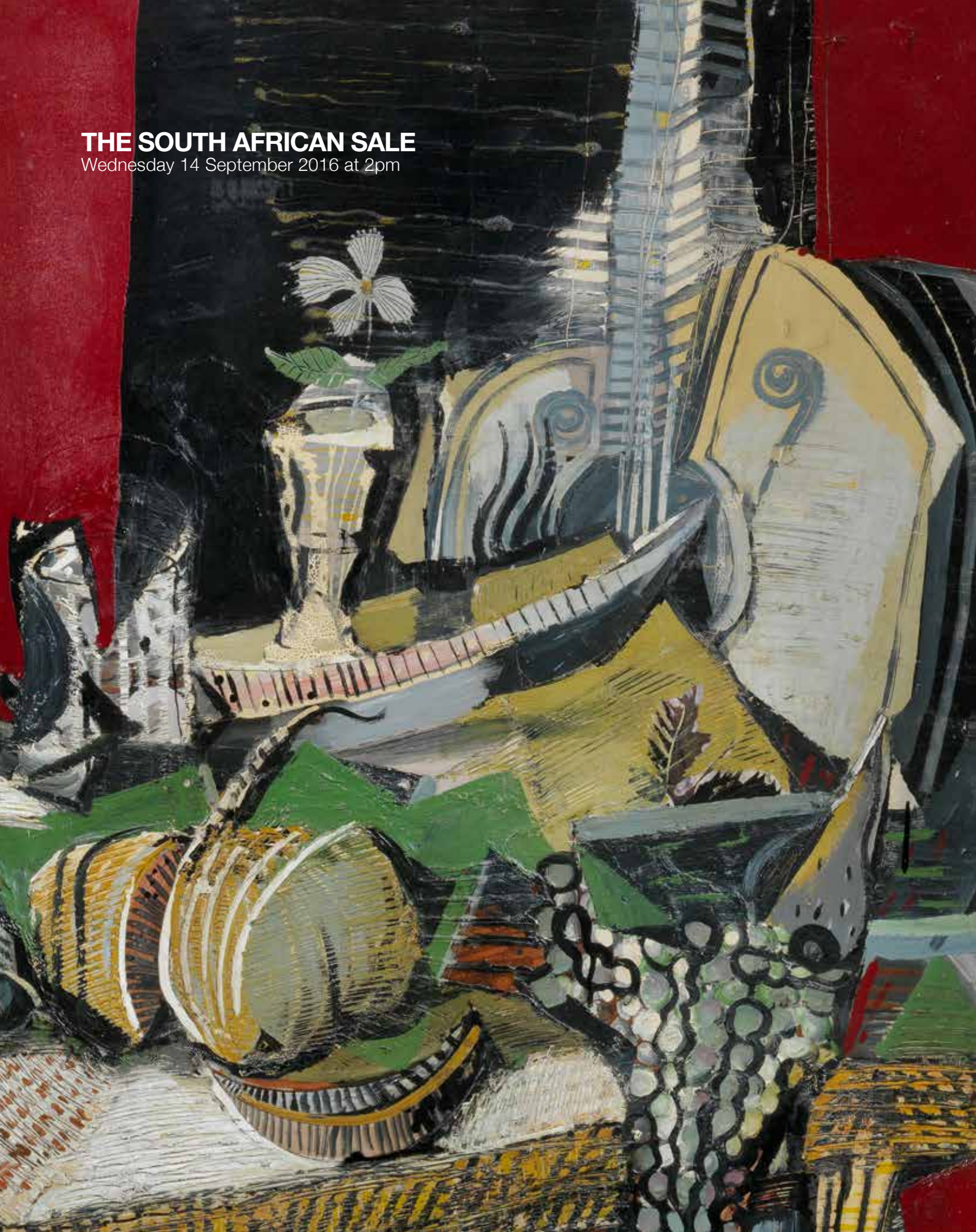
A7*

FOUR MUSTERING HORSES

These four horses appear in the great battle charge as well as in the army recruiting scene near the beginning of the play. The outbreak of the First World War led to a surge in demand for horses. The army travelled around the country buying horses from farms and stables. This compromised the livelihoods of many owners, however they sold the horses for the greater good and defense of the nation.



THE SOUTH AFRICAN SALE
Wednesday 14 September 2016 at 2pm





1*

THOMAS WILLIAM BOWLER (BRITISH, 1812-1869)

Table Mountain from Bloubergstrand
signed 'T.W. Bowler' and indistinctly inscribed (lower right)
watercolour heightened with white
28 x 47.3cm (11 x 18 5/8in).
unframed

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800



2

ANTON VAN WOUW (SOUTH AFRICAN, 1862-1945)

'Noitje of the Underveld'

inscribed 'Die Noitje van die onderveld/ Transvaal/ Rustenburg/ sijn distrikt', signed 'A van Wouw./ S.A. Joh-burg 1907' and bears foundry mark 'FONDERIA. G. NISINI/ ROMA' (to base)

bronze

43 x 15 x 15cm (16 15/16 x 5 7/8 x 5 7/8in) (including base).

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 26,000

Provenance

Gifted to Willem Frederik van Lennep (1894-1950), then Minister Plenipotentiary to South Africa in Pretoria.

Thence by descent to the present owner.

Anton van Wouw moved from Pretoria to Johannesburg in 1906, obtaining lodgings from the Swiss architect, Theophile Shaerer. He converted one of the rooms into a studio and began to make a series of small sculptures, for which he is now so well known.

During this period he co-founded the African Art Union along with fellow artists Frank Emley, Harry McCormick, Herbert Evans and Earl Robert. He began to teach modelling and drawing to subscribers of their magazine, *African Art Journal*. This salary was supplemented in 1907 when he received an inheritance following his father's death. The additional income allowed the artist to cast his small bronzes at the well-regarded Massa and Nisini foundries in Rome.

Noitje of the underveld was one such work. It was exhibited along with fifteen other sculptures at Van Wouw's first solo show at the Netherlands Bank and Trade Association in 1908. The bronze depicts a Boer girl in Voortrekker dress. Her pose is reminiscent of the classical *Venus pudica*, her hands folded modestly in front of her, her eyes downcast. The demure posture and traditional clothing were designed to appeal to the puritanical tastes of Van Wouw's Afrikaner patrons. Although the model for this figure has never been identified, she was most likely one of the sculptor's pupils at the Staatmeisjesskool.

A review published in *Hollandsch Zuid-Afrika* in 1910 described the figure as:

"a 'dopper' girl i.e. a girl belonging to the Reformed Church whose members are mainly found in the central northern districts of the Cape Colony and in the two former Republics. Before the founding of this church, the name 'dopper' referred to those Afrikaners one would call secessionist, although in South Africa they did not stand outside the official church. Also in dress, hairstyle and growth of beard, which was old-fashioned and very simple, they distinguished themselves from their countrymen" (15 September 1910).

The present lot is a Nisini casting, and demonstrates the fine detail one associates with this superior foundry: the intricate lace-work embroidery, the raised patterning on the girl's bonnet, the folds of her apron and her delicately modelled hands. The Nisini castings were made during van Wouw's lifetime, and the sculptor frequently gave the works final creative touches with chasing tools.

Bibliography

A.E.Duffey, *Anton van Wouw: The Smaller Works*, (Pretoria, 2008), other castings illustrated pp.56-58.

Dr. M.Cohen, *Anton van Wouw: Sculptor of South African Life*, (Johannesburg, 1938), other castings illustrated p.25.



3*

FRANS DAVID OERDER (SOUTH AFRICAN, 1867-1944)

Figures at work

signed 'Frans Oerder' (lower right)

oil on canvas

36 x 45cm (14 3/16 x 17 11/16in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000





5

4*

FRANS DAVID OERDER (SOUTH AFRICAN, 1867-1944)

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

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500

Provenance

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

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

5*

ALFRED NEVILLE LEWIS (SOUTH AFRICAN, 1895-1972)

The Chef, Zacheria Twala
signed 'Neville Lewis' (upper right)
oil on canvas
61.5 x 51cm (24 3/16 x 20 1/16in).

£5,000 - 8,000
€5,900 - 9,400
US\$6,500 - 10,000

Provenance

Acquired from the artist by Mr Sydney Gaiger in 1962, Mbabane.
Private collection, South Africa.

This portrait was executed by Neville Lewis at the Swazi Inn, Mbabane, Swaziland, in 1962. The artist also painted His Majesty, King Sobhuza, whilst residing at the inn.

The painting was first owned by Sydney Gaiger, then the proprietor of the inn. The current owner acquired the work directly from Gaiger when he left Swaziland. Lewis considered it to be one of his finest portraits.

6

**ADOLPH STEPHAN FRIEDRICH JENTSCH
(GERMAN, 1888-1977)**

South West African landscape near Windhoek
initialled and dated 'A. J. 1941' (lower right); inscribed indistinctly
'1941 A. Jentsch / Berg künne id Flöche' ? (verso)
oil on canvas
70.5 x 101cm (27 3/4 x 39 3/4in).

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000

Provenance

A private collection.

Literature

S.M.Treger, *A communication study of the recipient's role in art with reference to the paintings of Adolph Jentsch*, 1985, figure no.10.
Illustrated p.61.

The current lot depicts a landscape near Windhoek in South West Africa. Jentsch had moved to the region from Dresden in 1938. The original intention was to visit his wife's cousin, Richard Dietterle, at their farm Kleepforte. On arriving in Windhoek, Jentsch fell in love with the vast open spaces and infinite horizons. He would never return to Germany.

Olga Levinson describes the area around Windhoek as a land "with no clearly defined seasons. The sun shines through spring, summer, autumn and winter. The slow, dreamlike rhythm of the barren earth induces a feeling of timelessness, of eternity".

Jentsch's painting exemplifies this dreamy, timeless quality. The vast expanse of the veld is emphasized by the high vantage point. Bereft of figures and architectural features, the scene relies on textural differences to convey depth and perspective; the heavily painted trees in the foreground advance, whilst the thinly painted mountains recede.

The bleached colour palette communicates the dry heat of the region. The dusty, arid plain segues into a hazy sky. The limited range of colours has a unifying effect, and lends the scene a quiet harmony. This sense of balance and order is emphasized by the centrally positioned horizon line.

As a student, Jentsch had read a number of tenth century Far Eastern texts which introduced him to the Tao philosophy. The Taoist conception of the natural world as a balanced, harmonious unit struck a chord with the young artist, and influenced his response to his environment. Jentsch's paintings capture the physical beauty of the South West African landscape, and simultaneously invests them with spiritual meaning.

Bibliography

S.M.Treger, *A communication study of the recipient's role in art with reference to the paintings of Adolph Jentsch*, (Pretoria, 1985), pp.60-65.
O.Levinson, *Adolph Jentsch*, (Cape Town, 1973), pp.34-36.





7*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Water wheel at Twee Jonge Gezellen, Tulbagh

oil on board

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

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

Professor Martin du Toit, University of Pretoria, circa 1920s.

Thence by descent to current owner.

Twee Jonge Gezellen is among the oldest farms in the Western Cape and was one of fourteen farms granted to colonists after 1700 by the governor of the Cape, Willem van der Stel. The name means 'Two Young Bachelors'. It is still an active and renowned wine estate.



8*

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

'Mother and Child sitting under a Tree'; 'Boats' (2)
both signed and dated 'M. Laubser/ '30' (lower right)
pencil on paper
52 x 41cm (20 1/2 x 16 1/8in); 32.2 x 43cm (12 11/16 x 16 15/16in).
(2)

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Mr Basil Trakman, Cape Town.
A private collection, South Africa.

Literature

D. Maras, *Maggie Laubser: her paintings, drawings and graphics*,
(Johannesburg and Cape Town, 1994), cat. no. 483. Illustrated p.178.

Laubser depicted this subject of a black mother cradling her child beneath a tree on a number of occasions. The composition of the current drawing bears a remarkable resemblance to an oil painting that she executed in 1922 (exhibited at SANG Cape Town, 1969, cat. 32).





9*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Sunbather

signed and dated 'Irma Stern/ 1962' (lower left)

oil on card

49 x 58.5cm (19 5/16 x 23 1/16in).

£20,000 - 30,000

€24,000 - 35,000

US\$26,000 - 39,000

Provenance

A private collection.

This work exhibits strong similarities to the 1962 oil, *'Figure on a Beach'* formerly in the collection of Professor Neville Dubow. The artist's use of a *trompe l'oeil* effect in placing a frame around the reclining female figure can be seen in both paintings.



10*

MAURICE VAN ESSCHE (SOUTH AFRICAN, 1906-1977)

Portrait of a young boy

signed 'van essche' (upper right) and indistinctly inscribed 'Jeune m- le
Cap' (verso)

oil on board

40.5 x 30cm (15 15/16 x 11 13/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500



11*

ALFRED NEVILLE LEWIS (SOUTH AFRICAN, 1895-1972)

The Casualty Station, a set of three:

1. Nurse and soldier
2. Nurse tending three wounded soldiers
3. On the operating table

all three works are authenticated and signed by artist's wife, 'R. Cecile Lewis', and bear UCT Irma Stern Museum exhibition labels (verso)

oil on board (1); oil on canvas (2)

25 x 35cm (9 13/16 x 13 3/4in); 28 x 40cm (11 x 15 3/4in); 24 x 35cm (9 7/16 x 13 3/4in).

(3)

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000

Provenance

A private collection, South Africa.

Exhibited

Cape Town, UCT Irma Stern Museum. 28 November 1989 to 15 February 1990.



On completing his studies at the Slade School of Fine Art in London, Lewis was faced with the decision of returning to South Africa or signing up for military service.

He joined the 7th Division as an infantryman, and was posted to Italy in 1917. Initially there was little fighting to speak of; the river surrounding the Montello had flooded and neither side could make a crossing. Lewis began to record his impressions of the landscape and local population in a series of small sketches.

Shortly after arriving, Lewis was summoned to Divisional Headquarters to report to an officer of the Royal Engineers. The officer had need for a draughtsman to produce construction plans for the artillery. The artist agreed to join the Royal Engineers, and was soon making drawings of gun emplacements, dugouts and observational posts.

After a month at Montello, Lewis developed a toothache and was sent to a nearby casualty clearing station. Having a relatively minor ailment, he was transferred to the convalescent ward where he was expected to assist the medical officers. He later described his experiences of the base hospital in his memoirs, *Studio Encounters*:

"I became a stretcher-bearer, carrying men from the ambulances into the wards as they arrived, or carrying others from the wards to the operating theatre. It was not unpleasant work and often interesting, as we were able to see a little of the operations being done while waiting to carry a man out."

The three scenes that comprise the current lot were executed by Lewis during his residence at the casualty station. The first depicts a wounded man having his leg tended by a nurse. The stretcher bearer leans over to get a better view. The third depicts an operating theatre; a medical officer attempts to stitch a gash in a soldier's arm. The detailed nature of these sketches reflects the artist's interest in the medical procedures he witnessed.

Bibliography

N. Lewis, *Studio Encounters: Some Reminiscences of a Portrait Painter*, (Cape Town, 1963), pp.33-39.





12*

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Boy and Candle

signed 'G. Sekoto' (lower right)

watercolour on paper affixed to card

25.5 x 20.5cm (10 1/16 x 8 1/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

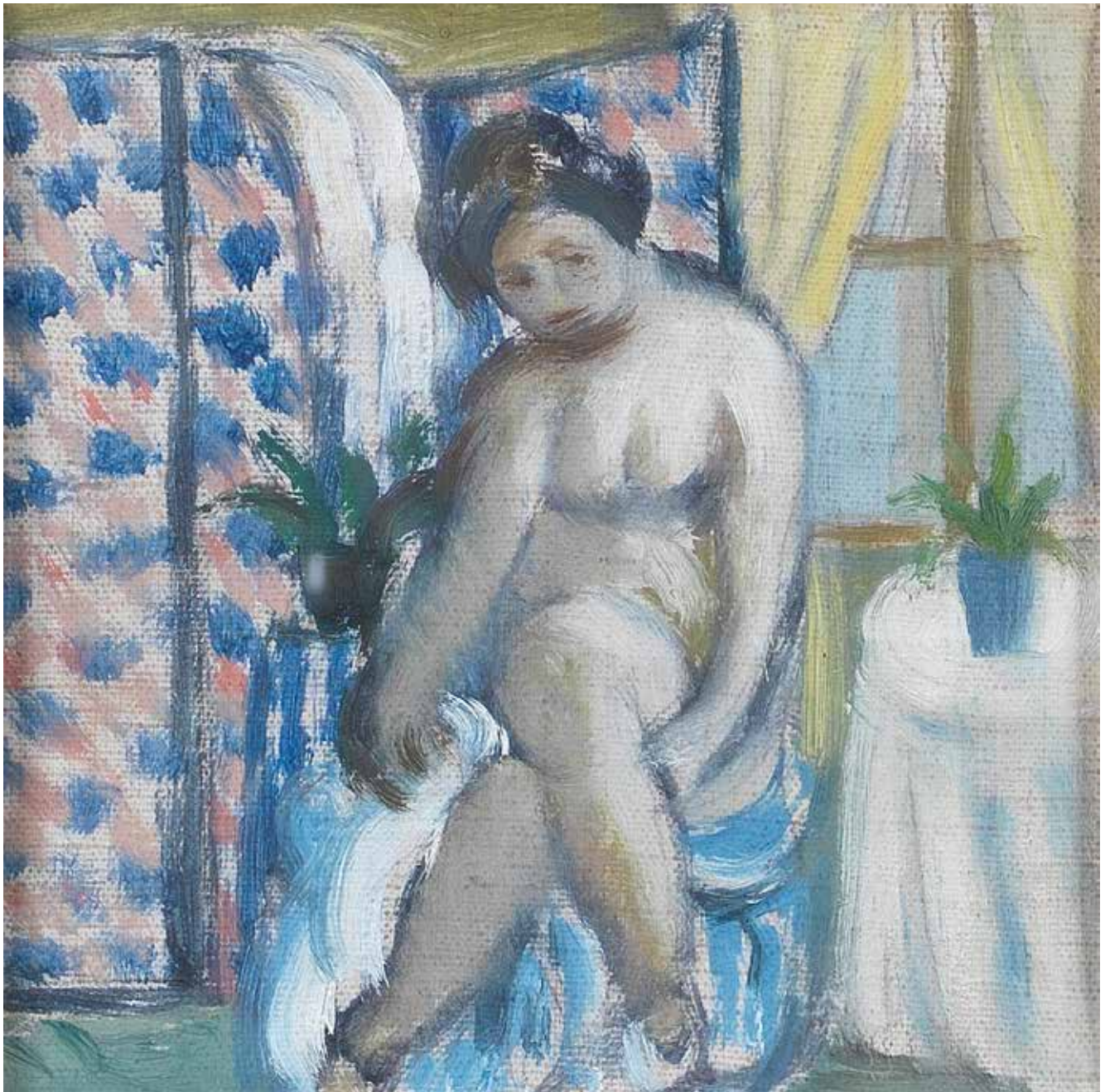


13*

FREIDA LOCK (SOUTH AFRICAN, 1902-1962)

Still life with blue and white jug
signed and dated 'F. Lock, 45' (lower left)
oil on board
36 x 26cm (14 3/16 x 10 1/4in).

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500



14*

WOLF KIBEL (POLISH, 1903-1938)

Nude after a bath

oil on canvas board

11.5 x 11.5cm (4 1/2 x 4 1/2in).

£6,000 - 9,000

€7,100 - 11,000

US\$7,800 - 12,000



15*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

The Golden Gate

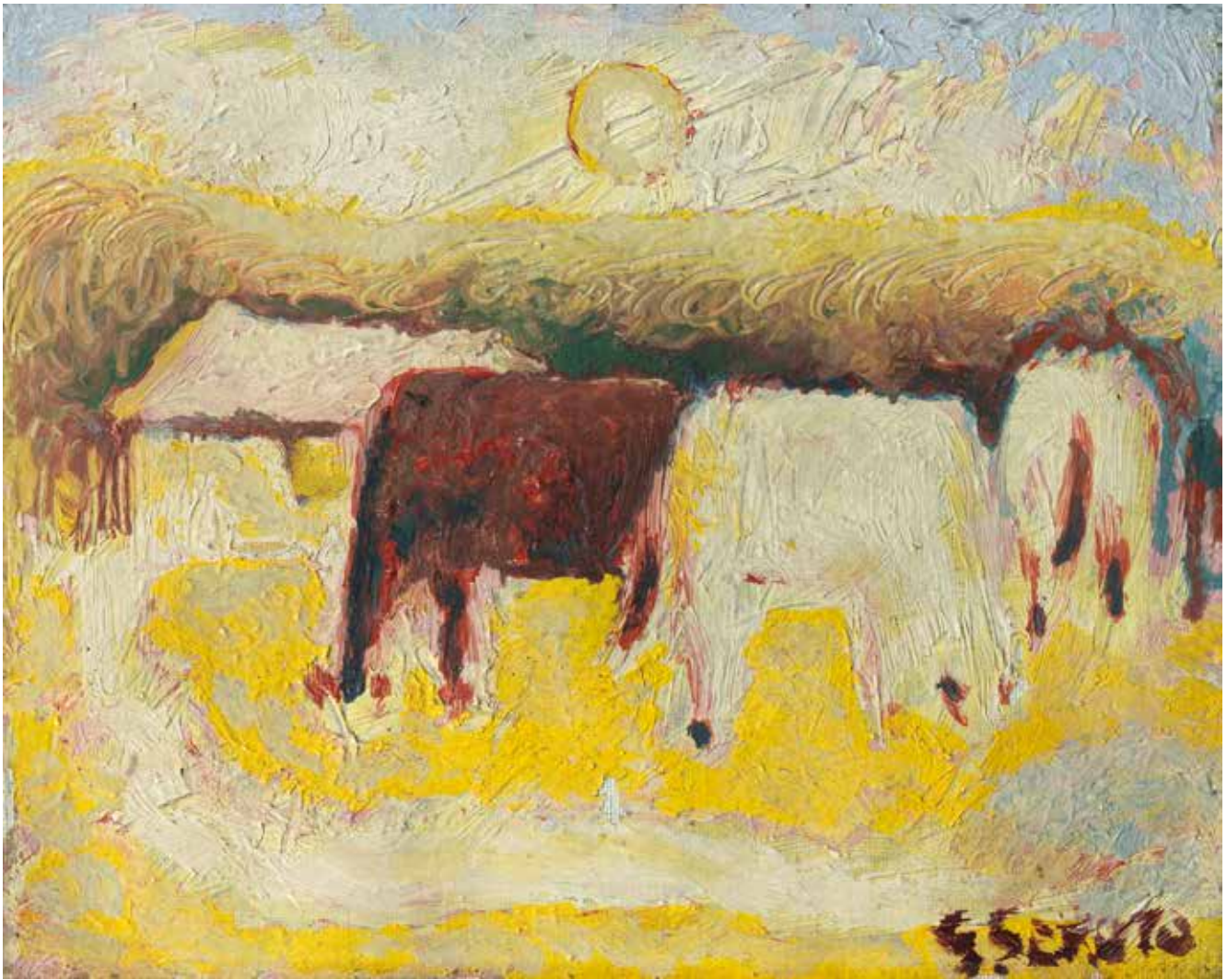
oil on board

46 x 30.5cm (18 1/8 x 12in).

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000



16

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Cattle grazing

signed 'G.SEKOTO' (lower right)

oil on canvas

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

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

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



17*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Profile sketch; Three heads (2)

the first signed and dated 'Irma Stern/ 1942' (upper right);

the other signed and dated 'Irma Stern 1959' (upper right)

charcoal and pencil

66 x 56cm (26 x 22 1/16in).

(2)

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000



18*

ALFRED NEVILLE LEWIS (SOUTH AFRICAN, 1895-1972)

Cape landscape

signed 'Neville Lewis' (lower right)

oil on canvas

57 x 71cm (22 7/16 x 27 15/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

A private collection, South Africa.

19*

**HARRY STRATFORD CALDECOTT
(SOUTH AFRICAN, 1886-1929)**

Government Avenue, Cape Town (circa 1926)

bears inscription 'The Avenue, Cape Town/ This is a painting by
the man Strat Caldecott authenticated by his son R.Caldecott/ Dec.
1969' (verso); two exhibition labels from the South African National
Gallery affixed verso

oil on board

54 x 66cm (21 1/4 x 26in).

£70,000 - 100,000

€82,000 - 120,000

US\$91,000 - 130,000

Provenance

Purchased by Mr E. Solomon, Klein Vredenburg Gallery, Paarl.

In the collection of Mrs Elodie Breuning, Johannesburg.

Purchased in Johannesburg by a private collector.

Thence by direct descent to present owner.

Exhibited

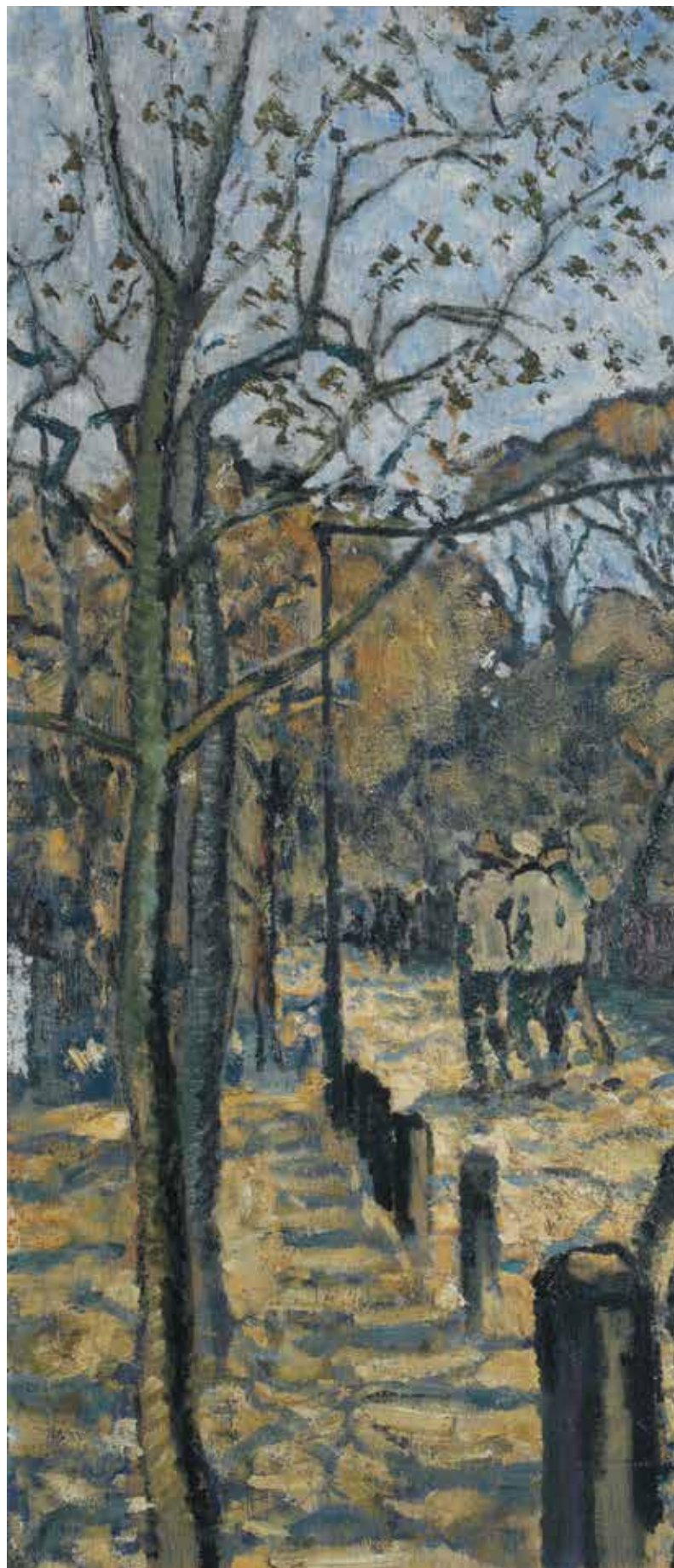
Johannesburg, South African National Gallery. *Paris & S.A. Artists*,
cat.no. 89.

Johannesburg, South African National Gallery. *Strat Caldecott
Retrospective*, 1986, cat.no. 27.

Literature

J. du P. Scholtz, *Strat Caldecott*, (Cape Town, 1970).

Illustrated plate 25.





Strat Caldecott, recognised as the leading exponent of French Impressionism at the Cape, had been living and working in Paris for more than ten years before he settled in South Africa in 1923. He had absorbed the vision and style of French Impressionism and brought it to bear on the South African landscape like no other local artist. In *Government Avenue, Cape Town*, Caldecott captures light and movement "with a freshness of vision rarely seen in the South African art of that era" (Alexander & Cohen, p.58). It is arguably the most important example of his work to come on the market in the last decade.

Soon after Caldecott's arrival in Cape Town, he married the painter Florence Zerffi, then the curator of the Michaelis Collection. Together they lived in her flat in the courtyard of the Michaelis Gallery on Greenmarket Square. He was minutes away from Adderley and St George's Streets where he captured the colourful displays of flags, crowds of people and motor cars during the visit of the Prince of Wales in 1925. He also painted in the nearby Malay Quarter, and around Monument station. He lived close to Government Avenue, the main pedestrian path through the Government Gardens linking Upper Adderley Street with the National Library, the South African National Gallery and the South African Museum.

The present composition was painted near the Adderley Street entrance and was included in the exhibition *Paris and South African artists 1850-1965*, organised by the South African National Gallery in 1988. In *150 South African paintings, past and present*, Alexander and Cohen praise the deft economy of the painting:

"(Caldecott) wittily captures the shapes of the clothing and movements of the strolling schoolgirls and couples, and bare, spidery trees in a precinct of Cape Town which has remained largely unchanged and still a favourite lunch-hour haunt of workers and clerks in the central city... This picture provides a fitting companion to several similar works by artists like Monet and Renoir, which show similar dappled settings in wide tree-lined promenades of Paris...

(He) brought to South Africa a first-hand knowledge and understanding of French Impressionist painting techniques: the broken, rapid, choppy brushstrokes, the use of complementary colours such as the cool violet blues and warm yellows of shade and sunlight as seen here ... More importantly Caldecott applied the Impressionist renderings of transient light effects to the bleaching heat of the South African landscape" (Alexander, Cohen. p.58).

Many of Caldecott's paintings are not signed and many more are not dated. It is not surprising therefore to find a work of this calibre and scale unsigned and undated. Caldecott's creative output was curtailed by his untimely death at the age of 43. However, he achieved much in his short life, writing extensively on the subjects of art appreciation and education, and architectural and nature conservation. He actively supported the establishment of the Kruger National Park after a meeting with Col. Stevenson-Hamilton, head warden of the then National Game Reserve in 1925.

Bibliography

L.Alexander & E.Cohen, *150 South African paintings, past and present*, (Cape Town, 1990).

J. du P.Scholtz, *Strat Caldecott*, (Cape Town, 1970).

Alexander, Bedford & Cohen, *Paris and South African artists 1850-1965*, (Cape Town, 1988).



20



21

20
GREGOIRE JOHANNES BOONZAIER
(SOUTH AFRICAN, 1909-2005)
 Still life with vase and bowl of fruit
 signed and dated 'Gregoire / 1933' (lower left)
 oil on canvas
 41 x 51cm (16 1/8 x 20 1/16in).

£3,000 - 5,000
 €3,500 - 5,900
 US\$3,900 - 6,500

21*
GREGOIRE JOHANNES BOONZAIER
(SOUTH AFRICAN, 1909-2005)
 Settlement
 signed 'Gregoire/ 1940' (lower right)
 oil on canvas board
 30 x 40cm (11 13/16 x 15 3/4in).

£5,000 - 8,000
 €5,900 - 9,400
 US\$6,500 - 10,000



22

22*

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

Cat and Nasturtiums
signed 'M.L.' (lower left)
pastel
44.5 x 36.5cm (17 1/2 x 14 3/8in).

£5,000 - 7,000
€5,900 - 8,200
US\$6,500 - 9,100

Provenance

Purchased at the artists's colony in Tullbagh.
Thence by descent to the current owner.

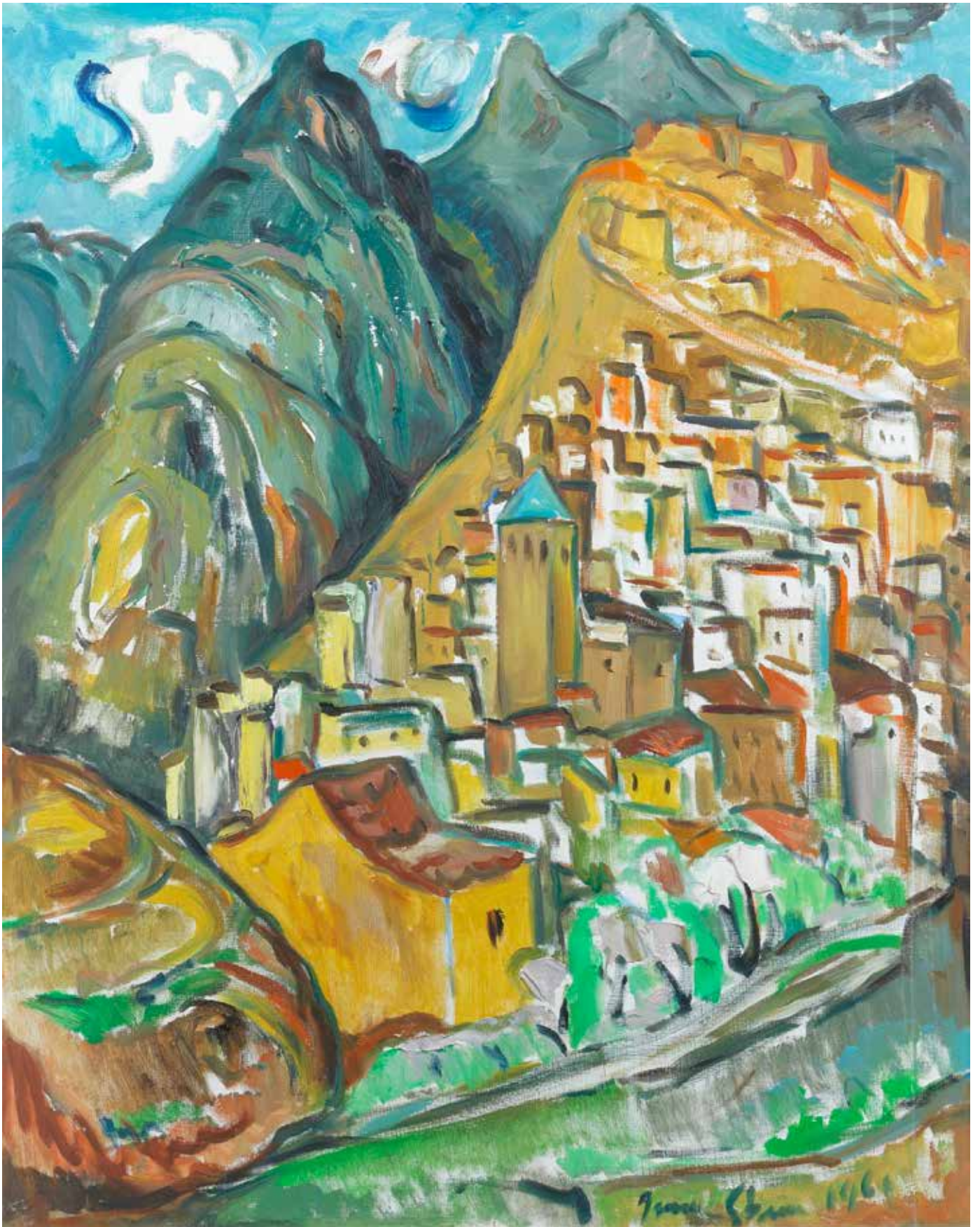
23* TP

IRMA STERN (SOUTH AFRICAN, 1894-1966)

A Spanish Town
signed and dated 'Irma Stern 1961' (lower right)
oil on canvas
92 x 73cm (36 1/4 x 28 3/4in).

£80,000 - 120,000
€94,000 - 140,000
US\$100,000 - 160,000

The current lot was most likely executed when the artist visited Spain in 1961.





24

24*

ALFRED NEVILLE LEWIS (SOUTH AFRICAN, 1895-1972)

Two Gypsy Children
oil on canvas
60 x 50cm (23 5/8 x 19 11/16in).

£7,000 - 10,000
€8,200 - 12,000
US\$9,100 - 13,000

Provenance

A private collection, South Africa.

25*

ALFRED NEVILLE LEWIS (SOUTH AFRICAN, 1895-1972)

Gypsy Boy
signed 'Neville Lewis' (upper right)
oil on canvas
75 x 62.5cm (29 1/2 x 24 5/8in).

£12,000 - 18,000
€14,000 - 21,000
US\$16,000 - 23,000

Provenance

A Private Collection, South Africa.

Alfred Neville Lewis travelled widely throughout Europe in the years following World War I. Spain, "a country of romance and beauty", held a particular fascination for the artist. Over the course of his life, he made five extended visits to Alicante, Valencia, Costa Brava and Madrid. The fishing villages and rural peasant communities inspired a great number of paintings in which he sought to convey the natural "gaiety" and "dignity" of the people.

Whilst in Spain, Lewis came into contact with a number of gypsy communities. It is likely that this painting and lot 24 depict members of these bands. In his memoir, the artist describes a visit to Valladolid, where a young gypsy had shot to fame as a bullfighter. Thinking the boy would make a good portrait, Lewis attended the fighter at his hotel:

"The great bullfighter...just lay there taking no notice of any of us and not talking at all, fully conscious no doubt of the great honour he had paid us by allowing us to be in the same room with him...He was good looking and very dark, he might easily have been an Indian, and his face was without any expression."

It is unlikely that the gypsy boy depicted in the current painting is the bullfighter, given his ragged attire. However, the aloof and arrogant facial expression and swarthy features echo Lewis's description.

Bibliography

N.Lewis, *Studio Encounters: Some Reminiscences of a Portrait Painter*, (Cape Town, 1963), pp.91-94.





26*

ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975)

Blossom

inscribed 'ALEXIS PRELLER/ 1946' (verso)

oil on board

45.5 x 40cm (17 15/16 x 15 3/4in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000



27*

WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)

Antelope

signed 'Battiss' (lower left)

oil on canvas

30.5 x 41cm (12 x 16 1/8in).

£6,000 - 8,000

€7,100 - 9,400

US\$7,800 - 10,000



28

28*

FREIDA LOCK (SOUTH AFRICAN, 1902-1962)

Portrait of Charles Marais
signed and dated 'Freida Lock '44' (lower right); label affixed verso
oil on board
42 x 32cm (16 9/16 x 12 5/8in).

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500

Provenance

A private collection.

This portrait of Charles ('Sonny') Marais was painted by the artist when she visited his home at Klein Nektar, Hout Bay, on Sunday 1 October 1944. She also executed an accompanying portrait of his wife, Midge.

Mr Marais is reading a copy of Arthur Rimbaud's *Le Bateau Ivre*. The painting has often been referred to by this title.

This artwork is accompanied by a photocopy of the relevant page from the Marais' visitor's book dated 1 October 1944.

Another work executed by Lock during her stay at Klein Nektar, titled *Music Room*, is in the South African National Gallery's permanent collection.

29*

FREIDA LOCK (SOUTH AFRICAN, 1902-1962)

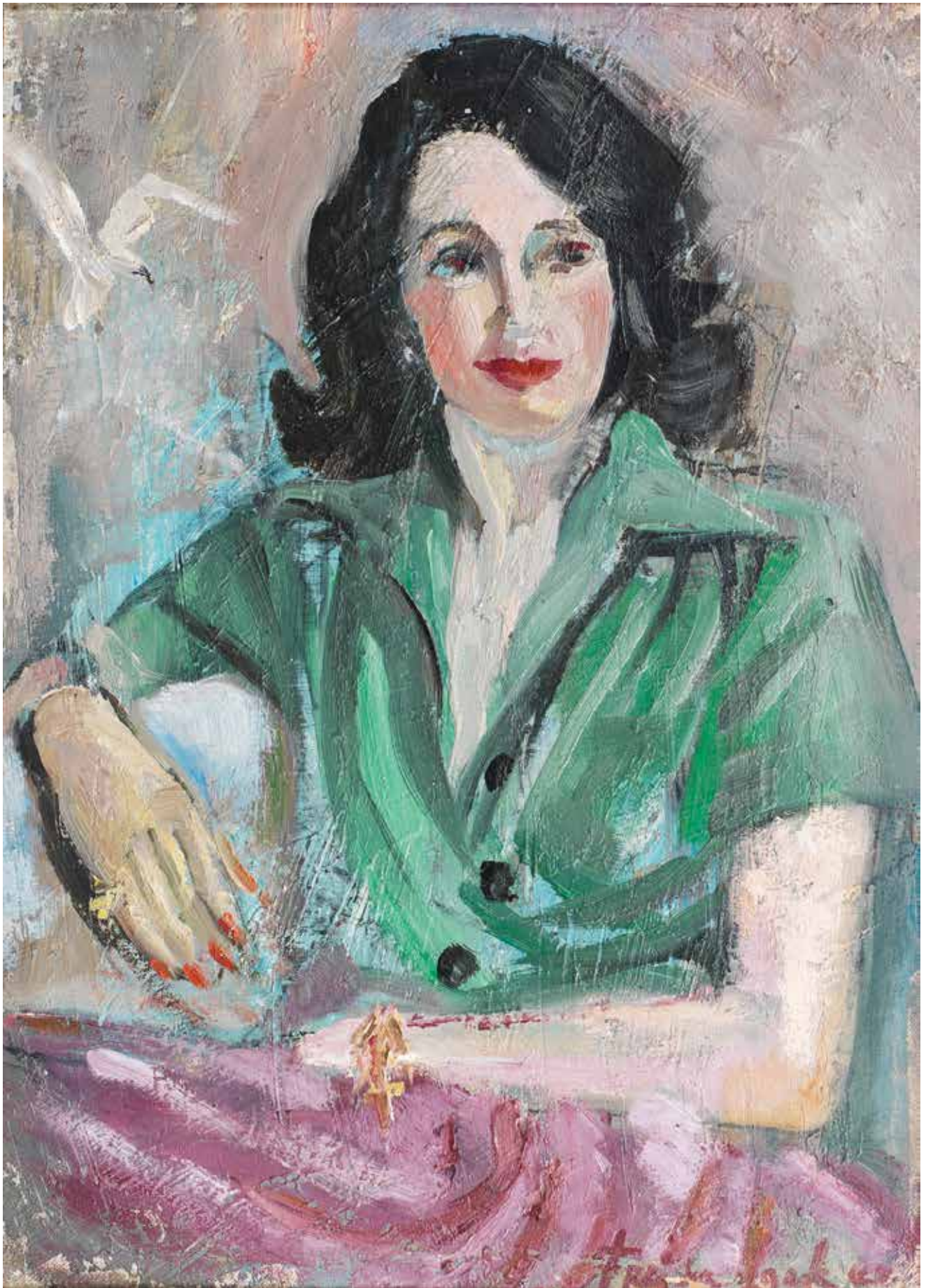
Portrait of Mrs Charles ('Midge') Marais
signed and dated 'Freida Lock, 44' (lower right)
oil on board
37 x 27cm (14 9/16 x 10 5/8in).

£5,000 - 8,000
€5,900 - 9,400
US\$6,500 - 10,000

Provenance

Private collection.

This portrait of Mrs Charles ('Midge') Marais was painted by the artist as a companion to the previous lot. Freida Lock painted these portraits of Mr and Mrs Marais when she visited them at Klein Nektar, Hout Bay, on Sunday 1 October 1944.



30*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Arab with Jug, 1945

signed 'Irma Stern/ 1945' (upper right)

oil on canvas

55.5 x 65cm (21 7/8 x 25 9/16in).

£800,000 - 1,200,000

€940,000 - 1,400,000

US\$1,000,000 - 1,600,000

Provenance

Purchased by C.M. Shub from Bothner's Gallery

in Johannesburg, 1946.

Purchased by the current owner from a private collector
in South Africa, 2007.

A private collection, South Africa.

Exhibited

Johannesburg, Bothner's Gallery.

A solo exhibition of Irma Stern's paintings. 1946.

Literature

I.Stern, *Zanzibar*, Pretoria, 1948. Illustrated p.99.





The golden shawl, 1945, oil on canvas
Image courtesy of Iziko South African National Gallery

In 1945 Irma Stern visited Zanzibar for the second time. She spent just over three months in Stone Town, which included the holy month of Ramadan in August. Stern returned with a series of paintings which "in their fullness and richness of treatment must rank as the most assured and authoritative of her entire output" (Dubow 1971, pp.4-8). According to Dubow, Zanzibar brought about the "fullest realisation of her powers":

"As much as she had earlier responded to the ancient rhythms of African tribal life, she yielded even more completely to the seductions of the spice island...Unlike her makeshift plunges through the Congo, she was able to live here on a scale grandiloquent enough to suit her temperament (tea parties with the Sultana and visits to the Sultan). It was, above all, a period which allowed her to match the opulence of her surroundings with a series of works of unabashed sensuality and considerable formal strength. As earlier, and further north, Delacroix had responded to the exotic stimulus of Algiers, so in Zanzibar with its enclosed world of turbaned sheiks and perfumed women, she found the mechanism to free the romantic that always underlay the expressionist" (Dubow 1971, p.7).

By early September, Stern felt that she had "conquered new ground" in her development. "I am painting dramatic pictures, compositions and faces - not just types and races," she wrote to her friends Richard and Freda Feldman in Johannesburg.

Today, Stern's Zanzibar portraits are among her most sought-after.

Stern was particularly drawn to the bearded Arab men, dressed in soft, flowing cotton dishdasha and colourful, loosely wound turbans. At the Eid al-Fitr, the New Year celebrations at the end of Ramadan, she was struck by the "white bearded figures of another age - a thousand years or more back; gold glistening on their coats, silk woven into their rainbow-coloured turbans, wound artfully, each particular race having a different traditional way" (*Zanzibar*, 1948, p.35).

Her fascination with Arab culture went deeper than the visual displays of colour and texture. She was also fascinated by a mental attitude and described this evocatively in an article for the National Council of Women in 1954. She observed an Arab selling beads and wrote:

"He was unaware of everything. He sat in mental isolation. He lived in a world of his own, a spiritual world, untampered by travels and noise and desire for money or goods. He prayed. From this period in Zanzibar amongst the Arabs, there was born in me a desire to work amongst people who have a definite philosophy of life. In this I found a new truth - a truth from early times and handed down from age to age, a worship of spiritual forces" (Kellner, p.89).

Stern returned again and again to this wise, spiritually pure figure in paintings titled *Praying Arab*, *Arab with Dagger*, *The Smoker*, *Arab Carpet Seller*, [Arabs during] *Ramadan*, *Arab Fisherman* and *Rich Old Arab*. Some were distinguished figures, such as the figure depicted in *Arab priest* (sold in these salerooms in 2011). Stern described him as "the most distinguished Arab - the truly wise and religious father" (*Zanzibar* 1948, p.12).



Arab with Jug illustrated in Irma Stern, *Zanzibar* (Pretoria, 1948)
Image courtesy of the National Library of South Africa



Photograph of the artist in her studio in Zanzibar
Image courtesy of the National Library of South Africa

The present lot is an equally powerful portrait. His face expresses wisdom and humility. It is the final portrait reproduced in Stern's text, *Zanzibar* (illustrated p.99). Arabic inscriptions have been inserted above and below the image. A rough translation reads: "once you taste it, there is a release, a relaxation". This most likely refers to the water jug the man is holding. During Ramadan, practicing Muslims fast during daylight hours. Only able to eat and drink once the sun has set, the water in this Arab's jug would represent a blessed 'release', offering the opportunity to quenching a day's thirst.

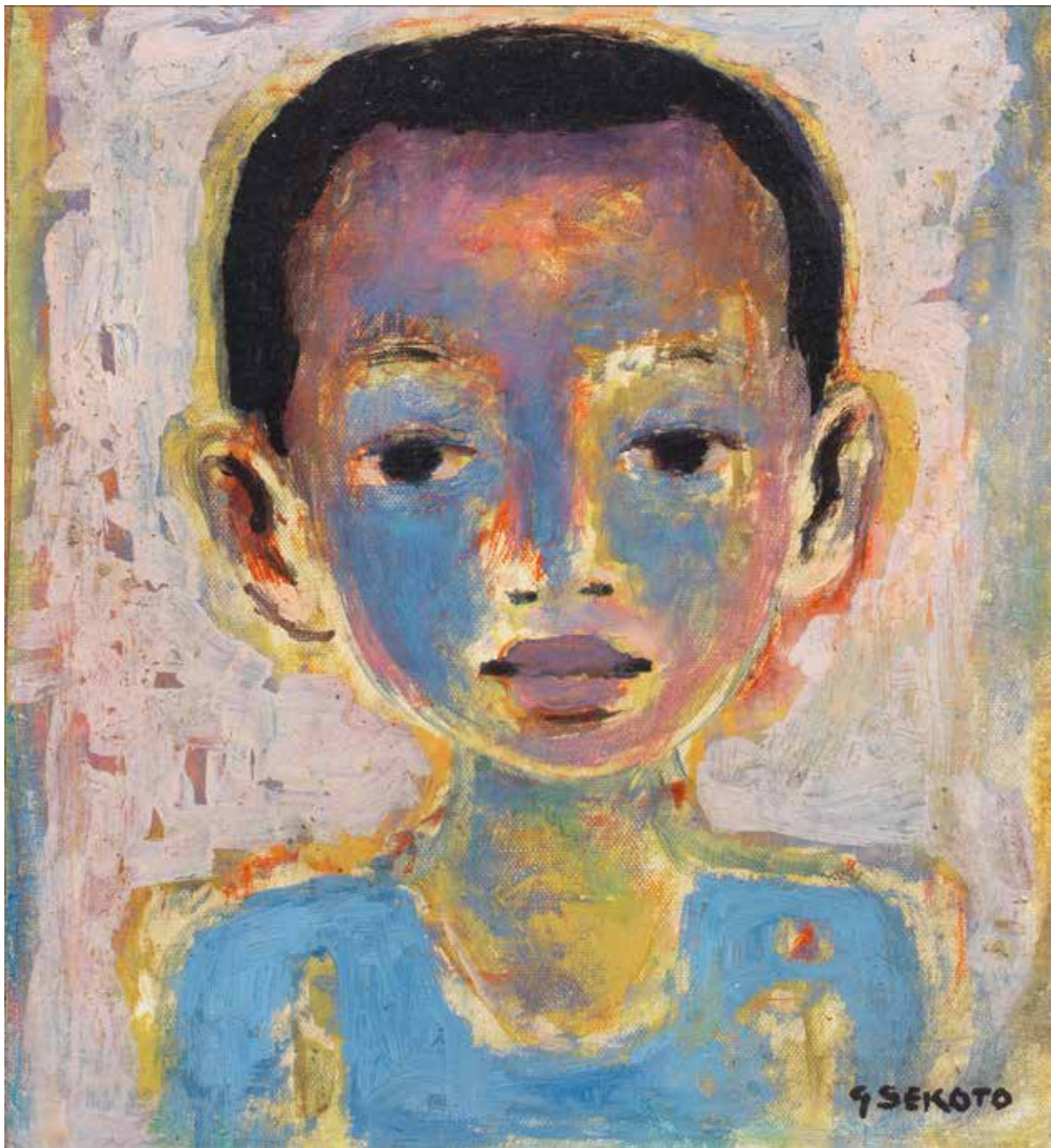
The jug seems to be of a simple, ancient type with a high-neck and round bottom. These vessels were usually fitted with a strap handle and hung from a hook - often seen in window openings where a breeze could cool the water. Pottery and earthenware vessels had been imported to Zanzibar and other trading centres - such as Lamu and Manda island on the east coast of Africa for centuries. Pottery fragments from China, as well as the Middle East, dating back to the eleventh century, have been found in archaeological excavations in places like Manda island. Stern describes a scene at the Darijani bridge where pottery vessels were made and sold, very possibly of the type the old man holds in his hands. "Indian women hovering between a mass of brown clay pottery, pots of all shapes, the sun pouring down on to the riot of coloured saris wound around their voluptuous bodies

... Behind the houses the potter and his son are making the clay vessels, throwing the wet clay on a most primitively constructed wheel. The clay mounts and shapes by the touch of their hands. Long legged children with huge eyes and long plaits hop around the drying vessels, carrying the fragile ware into the sun to dry" (*Zanzibar* 1948, p.24).

This portrait sits within one of the artist's handmade frames, constructed from sections of a traditional Zanzibari wooden door. The elaborately carved doors, door frames and lintels were status symbols for wealthy Arab, Swahili and Indian residents. Characteristic motifs include fish, date palm, pomegranate and the tree of life - symbols of life, abundance and wealth. In addition, the stylized chain motif, clearly visible in the frame of the present lot, signified security and protection, and was usually applied to the outer door frame.

Provenance

C.Kellner, *Representations of the black subject in Irma Stern's African periods: Swaziland, Zanzibar and Congo 1922-1955*, (Cape Town, 2012).
I.Stern, *Zanzibar*, (Pretoria, 1948).
N.Dubow, ed., *Collections of the Irma Stern Museum*, (Cape Town, 1971).



31

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Portrait of a boy
signed 'G. SEKOTO' (lower right)
oil on canvas laid on board
29 x 25cm (11 7/16 x 9 13/16in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000



32^{AR TP}

CHRISTO COETZEE (SOUTH AFRICAN, 1929-2000)

Still life/ 'Choose'

signed/bears inscription 'Christo Coetzee' (to stretcher verso);

bears inscription 'CHOOSE' (verso)

oil on board

121.5 x 121.5cm (47 13/16 x 47 13/16in).

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000

Provenance

Acquired directly from the artist by Joseph Farley, circa 1955.

His estate sale, Spain, circa 1993.

Private collection, UK.

After studying at Wits University, Coetzee spent a year in London in 1951 on a postgraduate scholarship, then returned briefly to Johannesburg. The drudgery of clerical positions compelled Coetzee to return to London at the end of 1953, when he met the famous photographer and stylist Anthony Denney who started collecting his work and introduced him to the Hanover Gallery.

The date of the present lot suggests the work was exhibited at Coetzee's seminal solo exhibition at the Hanover Gallery in London in 1955. The exhibition, opened by Loelia, Duchess of Westminster, comprised 51 still lifes and portraits. The critic Oswald Blakestone wrote:

"If you are weary of austerity, treat yourself to Christo Coetzee. Paints are used like jewels and the still lifes have a richness that makes us forget the hour. Here is the atmosphere of a magic palace and the girls' heads with crowns of flowers are passport photographs for poetry."

Coetzee's still lifes are at once lyrical and romantic yet strange; Grecian vases, urns, fish and crustaceans, eggs, fruit, birdcages and boxes are grouped together in unlikely combinations. Passages of impasto are in stark relief to areas of scraped canvas, echoing the forms and textures of the objects depicted. Coetzee continued to paint still lifes until his death, however the taut skeletal nature of this work is markedly different to the tranquil compositions of his later life.

Joe Farley was an artist and picture framer, and a friend of Christo Coetzee, who lived in Cape Town until he moved to London circa 1954-5. In 1962 he and his wife Madalyn Farley founded the renowned prop rental firm Farley, after a chance visit by a set decorator to his frame shop. He started by hiring the few pieces that he had in the shop as well as his own paintings, which he would produce on a commission basis for productions like *The Avengers* and the original *Casino Royale*.

We are grateful to Michael Stevenson of the Michael Stevenson Gallery, Cape Town for his permission to reproduce parts of the above footnote.



33

33
JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)
Landscape
signed 'J.H.Pierneef' (lower left)
oil on board
21.5 x 29.5cm (8 7/16 x 11 5/8in).

£4,000 - 6,000
€4,700 - 7,100
US\$5,200 - 7,800

34*
JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)
Trees with Kopje beyond
signed '-Pierneef-' (lower left)
oil on board
46 x 61cm (18 1/8 x 24in).

£30,000 - 50,000
€35,000 - 59,000
US\$39,000 - 65,000





35*

ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975)

The Church

bears inscription 'ALEXIS PRELLER BOUGHT FROM THE ARTIST'
(to stretcher verso)

oil on canvas

57.5 x 71cm (22 5/8 x 27 15/16in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000

Provenance

A private collection, South Africa.

Exhibited

Pretoria, Glen's Music Salon, *An exhibition of Alexis Preller's works*,
December 1936.

Executed in 1936, when Preller was only 25 years old, *The Church* represents a key moment of exploration and experimentation for the artist. He held two solo exhibitions that year, at Leon Levson's photographic studio in Johannesburg in August, and Glen's Music Salon in Pretoria in December. *The Church* was exhibited at this second show. The sketchy, impressionistic rendering of this interior scene provided a striking contrast to the colourful, boldly delineated *Mapogge* scenes of Southern Ndebeles that were also on show.

The young artist greatly admired the work of Van Gogh, and this church interior shows the influence of the Dutch master. However, the bold use of colour for which Preller would become known is evident in the red altarpiece.

The exhibition was well received by the South African public. Contemporary press reviews described the paintings as "young and emotional". The most significant commendation came from fellow artist, J.H. Pierneef, who both assisted with the organisation of the show and purchased two of the paintings.

Bibliography

E.Berman & K.Nel, *Alexis Preller: Africa, the Sun and Shadows*,
(Johannesburg, 2009), p.29.



36*

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

'Shaka'

signed 'C.SKOTNES' (lower centre)
painted and incised panel

152 x 75 x 5cm (59 13/16 x 29 1/2 x 1 15/16in).

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000



37



38

37*

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

Red figure
signed 'C. Skotnes' (lower right)
painted incised panel
92.7 x 77.5cm (36 1/2 x 30 1/2in).

£4,000 - 6,000
€4,700 - 7,100
US\$5,200 - 7,800

Provenance

Private collection, United States.

38

LUCKY MADLO SIBIYA (SOUTH AFRICAN, 1942-1999)

Incised wooden panel
signed 'L Sibiya' (lower left)
painted and incised wooden panel
76 x 152 x 5.5cm (29 15/16 x 59 13/16 x 2 3/16in)

£4,000 - 6,000
€4,700 - 7,100
US\$5,200 - 7,800

Provenance

Purchased by the current owner circa 1972, Cape Town.



39*

EPHRAIM MOJALEFA NGATANE (SOUTH AFRICAN, 1938-1971)

Snow in the Township

signed and dated 'E.Ngatane/ '69' (lower right)

oil on board

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

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

A private collection, South Africa.



40*

MARJORIE BRAIDWOOD WALLACE
(SOUTH AFRICAN, 1925-2005)

Carnival

signed 'WALLACE' (lower left)

oil on canvas

82 x 101cm (32 5/16 x 39 3/4in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000



41

STANLEY FARADAY PINKER (SOUTH AFRICAN, 1924-2012)

'Shepherds'

signed 'S F Pinker' (lower right);

frame bears artist's name and title (verso)

oil on canvas

39.5 x 50cm (15 9/16 x 19 11/16in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800

Provenance

Purchased by the current owner in 1970s, Cape Town.

In 1970 the artist visited some friends on a farm in the Langkloof. He was struck by the structure of the landscape and comments that:

"The landscape itself is reduced to graduated tonal geometric forms".

He also painted '*Death of a Shepherd*' in the same year which hangs in the South African National Gallery. He describes how the shepherds would build fires for warmth in the fields.

Bibliography

M.Stevenson, *Stanley Pinker*, (Cape Town, 2004).



42



43

42*

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

Still life with Anthuriums
signed and dated 'TRETCHIKOFF/ SA 51' (lower right)
oil on canvas
76.5 x 63.5cm (30 1/8 x 25in).

£10,000 - 12,000
€12,000 - 14,000
US\$13,000 - 16,000

43*

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

Still life of chrysanthemums
signed and dated 'V.TRETCHIKOFF/ 1947' (lower right)
oil on canvas
49 x 68cm (19 5/16 x 26 3/4in).

£4,000 - 6,000
€4,700 - 7,100
US\$5,200 - 7,800



44

**MARJORIE BRAIDWOOD WALLACE
(SOUTH AFRICAN, 1925-2005)**

Still life with flowers and fruit
signed 'WALLACE' (lower left)

oil on canvas
99.5 x 79.5cm (39 3/16 x 31 5/16in).

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900



45*

**EPHRAIM MOJALEFA NGATANE
(SOUTH AFRICAN, 1938-1971)**

Family group with bicycle
signed 'E. Ngatane' (lower left)

acrylic on board
56 x 45.5cm (22 1/16 x 17 15/16in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800

Provenance

Private collection, United States.



46*

EPHRAIM MOJALEFA NGATANE (SOUTH AFRICAN, 1938-1971)

Township Scene

signed and dated twice 'E.NGATANE/ 69' (lower left and right)

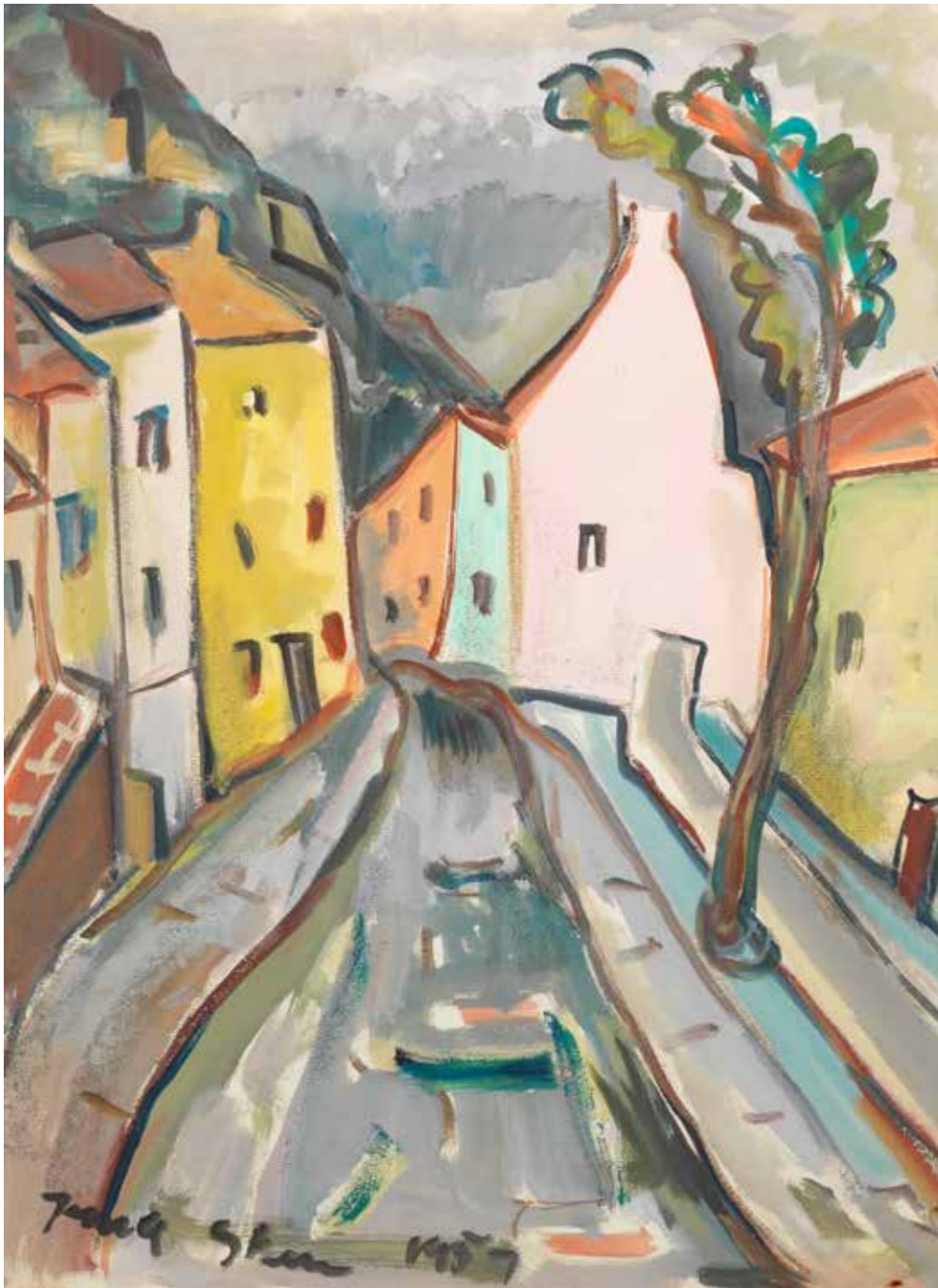
oil on board

60 x 75cm (23 5/8 x 29 1/2in).

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000



47*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Street Scene

signed and dated 'Irma Stern 1959' (lower left);

bears Wolpe Cape Town label (verso)

gouache

65 x 50cm (25 9/16 x 19 11/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000



48

IRMA STERN (SOUTH AFRICAN, 1894-1966)

The water carrier
signed and dated 'Irma Stern/ 1949' (lower right)
gouache on board
64 x 50.5cm (25 3/16 x 19 7/8in).

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000

49*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Mountains in Swaziland

signed and dated 'J.H.Pierneef/ 49' (lower left)

oil on board

41 x 56cm (16 1/8 x 22 1/16in).

£40,000 - 60,000

€47,000 - 71,000

US\$52,000 - 78,000

Provenance

A private collection, South Africa.

This landscape, dated 1949, was painted by Pierneef when he was at the peak of his powers. The previous year, he was one of a handful of artists selected to exhibit at the Overseas Exhibition of South African Painting and Sculpture. When the show opened at the Tate Gallery in London on 20 September 1948, the press hailed Pierneef as the 'doyen of South African painting'.

Pierneef's contribution to South Africa's art scene was formally recognised a few years later, when he was awarded an honorary doctorate from the University of Natal in 1951. Prof. H.M. van der Westhuysen of the Department of Afrikaanse en Nederlandse Kultuurgeskiedenis credited the artist with developing a truly national style:

"He has contributed to the creation of a distinctly African style of painting with such determination and conviction, with such accurate perception, that no one who knows South Africa dares deny his work. In these difficult years, when things in Europe were falling apart and people were looking for new forms, he offered the young, up-and-coming Afrikaner nation (and through him the tired world beyond) an image of honest clarity, perfect equilibrium and rare artistic pleasure" ('Pierneef, die Afrikaanse landskapskilder, *Tydskrif vir Letterkunde* 1, March 1951, p.92).

This mountainous landscape epitomises the 'honest clarity' and 'perfect equilibrium' described by Prof. van der Westhuysen. The horizon line runs along the centre, dividing the painting into two equal halves. The undulations of the land are echoed by the billowing clouds above, conveying a sense of balance and unity. The muted pastel palette enhances the harmony of the scene.

1949 was a difficult year for Pierneef personally. His mother died from heart failure, and his own health was deteriorating. In spite of this, he continued to travel around Southern Africa, painting new landscapes and searching for inspiration. Looking at the present lot, one gets the impression that he found solace in his art.

Bibliography

P.G.Nel, (ed), *JH Pierneef: His life and work*, (Cape Town, 1990), p.101.





50*

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

Portrait of a man with bird, against a background with boats
signed 'M. Laubser' (lower right)

oil on board

49 x 42cm (19 5/16 x 16 9/16in).

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000

Provenance

Mr J. Lazarus, Pretoria.

A private collection.

Exhibited

Pretoria, South African Association of Arts Gallery, *Works by Maggie Laubser*, November 1965. Cat. 20.

Literature

D. Marais, *Maggie Laubser: her paintings, drawings and graphics*, (Johannesburg and Cape Town, 1994), cat. no. 1321, illustrated p.316.



51*

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

Portrait of a woman with a patterned headscarf
signed 'M. Laubser' (lower left); inscribed 'Maggie Laubser
Oortmanspost Klipheuvel Stasie 1936' (verso)
charcoal and chalk on paper
46.5 x 30cm (18 5/16 x 11 13/16in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800

Provenance

Mr A. Krook, Johannesburg.

Mr D. Hotz, Johannesburg.

Mrs S. Sifrin.

Purchased by the present owner at Stellenbosch Art Gallery,
circa 2000.

Literature

D. Marais, *Maggie Laubser: her paintings, drawings and graphics*,
(Johannesburg and Cape Town, 1994), cat. no. 838. Illustrated p.237.



52

LUCAS TANDOKWAZI SITHOLE (SOUTH AFRICAN, 1931-1994)

'Lazy watchman' ('Night watchman'), 1980

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

Rhodesian teak on liquid steel base

60 x 18 x 13cm (23 5/8 x 7 1/16 x 5 1/8in).

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000

Provenance

Purchased at Gallery 21, Johannesburg in 1980.

A private collection, Johannesburg.

Collection of M. Sele, Vaduz.

A private collection, Austria.

Exhibited

Johannesburg, Gallery 21, 1980.

The present lot is listed on Fernand Haeggi's online catalogue raisonne (www.sithole.com) as LS8006.

53

LUCAS TANDOKWAZI SITHOLE (SOUTH AFRICAN, 1931-1994)

'The dreamer', 1978

signed 'LT SITHOLE' (to underside of base)

Msimbiti wood

61 x 21 x 23cm (24 x 8 1/4 x 9 1/16in).

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 26,000

Provenance

Acquired from Gallery 21, Johannesburg.

A private collection, Switzerland.

Exhibited

Johannesburg, Gallery 21, *Treasures of the Year 1978-1978*.

Pretoria and Johannesburg, Pretoria Art Museum and Rand Afrikaans

University, *SITHOLE Retrospective Exhibitions*, 1979.

Literature

F.Haenggi, *Lucas Sithole: 1958-1979*, Johannesburg, 1979. Catalogue no.7813. Illustrated p.199.

Sithole was one of the new generation of black South African sculptors that emerged from the Polly Street Art Centre during the 1950s. The Cultural Recreation Officer at the centre, Cecil Skotnes, encouraged Sithole and his peers to study the forms and methods of traditional African sculpture. Previously, art education in South Africa had privileged the art of Western Europe. Skotnes' teachings marked a radical revision of the syllabus, and resulted in a new style that synthesized Western and African aesthetics.

The Dreamer is one of a series of heads that Sithole executed in the 1960s and 70s. The heads were produced in a variety of media including carved wood, sandstone, bronze and liquid steel. This was a period of experimentation for the artist as he sought to find his own style and break with European sculptural traditions. The heads flout mimetic representation and anatomical proportion, tenets held dear by the Western art establishment. The bulging eyes of *The Dreamer* and elongated features reveal his growing preoccupation with African carvings.

Art historian, E.J. de Jager, has commented that Sithole's heads "radiate a noble serenity and transcendental quality". The polished wood catches and reflects the light, enhancing its spiritual aspect.

The above work is listed on Fernand Haenggi's online catalogue raisonné (www.sithole.com) as LS7813.





54*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Portrait of Dr Louis Herrman
signed and dated 'Irma Stern/ 1922' (lower left)
oil on board
46.5 x 33cm (18 5/16 x 13in).

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000

Provenance

Private collection, South Africa.
On loan to the Irma Stern Museum, Cape Town, 1981 to 2016.

Literature

M.Arnold, *Irma Stern: A Feast for the Eye*, (Vlaeberg, 1995), illustrated p.107.

Despite painting a number of portraits, Stern took commissions reluctantly. She felt her artistic freedom was compromised by the need to flatter her subject. She consequently preferred to ask her friends and family to sit for her.

The current lot depicts the prominent Jewish writer and intellectual, Dr. Louis Herrman, then principal of Cape Town High School. It was executed in 1922, the year of her first exhibition in Cape Town. The portrait is characteristic of Stern's expressionist style. The sloping forehead and distortion of the doctor's bespectacled eyes are exaggerated beyond naturalistic representation. His character is communicated through the restrained colour palette and controlled brushstrokes.

The painting caused controversy when it was first exhibited in 1922. When discussing the work during a lecture at the Michaelis Gallery in Cape Town, a critic in the audience cried out: "Do you dream your pictures?" In a later interview with *The Cape Argus*, Dr. Herrman himself commented that the portrait had been "the object of criticism" for the Capetonian art establishment (22 June 1970).

The portrait's negative reception reveals how advanced Stern was compared with her contemporaries. Even at this early stage in her career, Stern demonstrates an acute insight and psychological sensitivity for which she would later become renowned.

Bibliography

M.Arnold, *Irma Stern: A Feast for the Eye*, (Vlaeberg, 1995), pp.99, 107.



55

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Female nude on the beach
signed and dated 'Irma Stern/ 1965' (lower right)
oil on board
40 x 30cm (15 3/4 x 11 13/16in).

£30,000 - 50,000

€35,000 - 59,000

US\$39,000 - 65,000

Provenance

A private collection, Germany.

This painting of a female nude is stylistically very similar to an oil executed in the same year, 1965, entitled *Bathers* (illustrated in Arnold, p.67). It is therefore likely that Stern also painted this work during her sojourn on the Riviera. Both paintings are characterised by the bold use of colour; the juxtaposition of the vibrant blue with the golden sand. The sensual curves of the nude sunbathers' bodies echo the gentle undulations of the waves.

In an interview in 1965, Stern commented on these late beach scenes:

"I got myself deeply involved in the atmosphere and landscape of the south of France where the colours are fantastic. There the blues are transparent and look as though they are part of a vision" (*Sunday Express*, 10 September 1965).

Bibliography

M.Arnold, *Irma Stern: A Feast for the Eye*, (Vlaeberg, 1995), p.67.



56*

GREGOIRE JOHANNES BOONZAIER
(SOUTH AFRICAN, 1909-2005)

'Poudakkies (Windswept trees)'

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

oil on panel

30.5 x 50.8cm (12 x 20in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800

Provenance

Adler Gallery, Johannesburg.

Private collection.

57

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

The farmstead
signed 'Gregoire' (lower left)
oil on board
35 x 46.5cm (13 3/4 x 18 5/16in).

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500



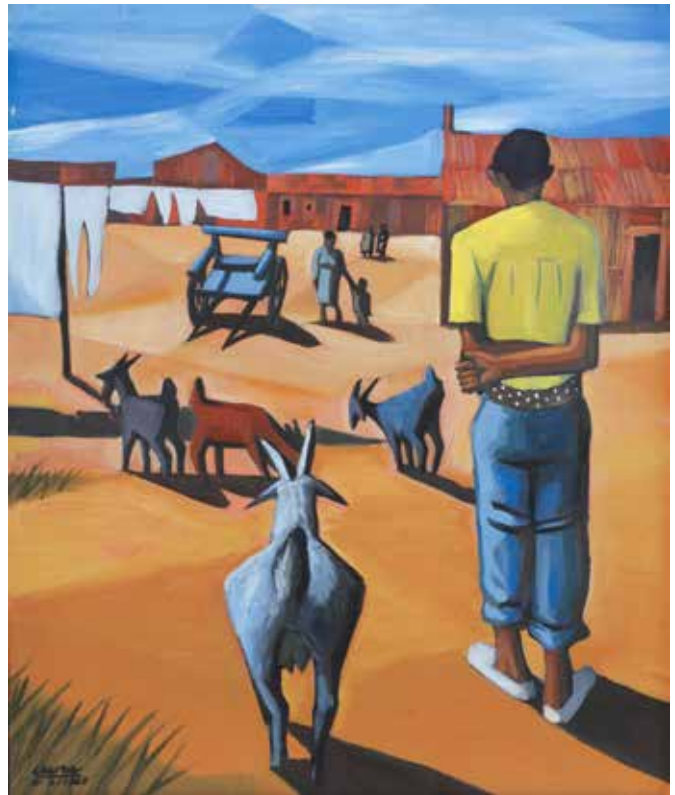
58*

WOLF KIBEL (POLISH, 1903-1938)

Seated Nude
inscribed 'W.Kibel/' signed by Mrs F. Kibel' (verso)
watercolour on paper
22.5 x 15cm (8 7/8 x 5 7/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000





59

PETER CLARKE (SOUTH AFRICAN, 1929-2014)

Two works on paper:

1. 'The goatherd, Cape Flats' (1960)
2. 'Tending the fields' (1960); sketch for 'Birds, Cape Flats' (verso)

both signed and dated (lower left)

oil on paper

44 x 36.5cm (17 5/16 x 14 3/8in); 56 x 45cm (22 1/16 x 17 11/16in)

(2)

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000



60*

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

Storks

signed 'M Laubser' (lower right)

oil on canvas board

46 x 36cm (18 1/8 x 14 3/16in).

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 26,000

Provenance

Purchased by Mrs E Verwoerd at South African Association of Arts
Gallery, Cape Town, 1964.

By descent to Mrs C Verwoerd, Pretoria.

In private collection, Canada.

Exhibited

Cape Town, South African Association of Arts Gallery, *Maggie Laubser*,
17-27 April 1963, catalogue no.19.

Literature

E.Delmont, *Maggie Laubser: the R.A.U. Catalogue Raisonne*. Art Look,
Aug./Sept. 1975, no.69.

D.Marais, *Maggie Laubser: her paintings, drawings and graphics*,
Johannesburg, 1994, catalogue no. 1489.

61*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Watussi Dancers

signed and dated 'Irma Stern/ 1946' (lower left)

oil on canvas

92 x 97cm (36 1/4 x 38 3/16in).

within Zanzibar frame.

£800,000 - 1,200,000

€940,000 - 1,400,000

US\$1,000,000 - 1,600,000

Provenance

A private collection.

Exhibited

Cape Town, Argus Gallery, 1946-7.

Cape Town, Martin Melck House, 1947.

London, Grosvenor Gallery, *Irma Stern Memorial Exhibition:*

Paintings of Europe and the African Continent 1914-1965, 1967,
catalogue no.49.





Installation photograph of a solo exhibition of Irma Stern's work at Argus Gallery, Cape Town, 1947
Image courtesy of the National Library of South Africa

This dramatic rendering of the legendary Watussi dancers of Ruanda-Urundi is rare amongst Irma Stern's paintings of the Tutsi. The artist's depictions of Watussi dancers are generally known through the many gouache and wash studies on paper in private and public collections. This painting is an important and powerful expression of what Stern experienced on her first Congo tour of 1942. The composition is similar to that of an earlier work housed in the Johannesburg Art Gallery, titled *Bahutu musicians* (1942). Both paintings depict their subjects from an elevated perspective; the musicians, like the dancers, meet their audience's gaze with a sidelong glance.

Stern first experienced a Watussi dance at the Kigali festivities on 21 July 1942. This was an important day for her because it provided the opportunity to meet King Rudahigwa Mutari III and his new Queen, Rosalie Gicanda. They had travelled from the royal residence at Nyanza, in southern Ruanda-Urundi, accompanied by the Queen mother. Also in attendance at the festivities were Government officials, missionaries, Arab traders and European visitors. Shortly after the Kigali festivities, Stern was introduced to the royal family and able to paint portraits of both the King and Queen.

This visit brought the painter into direct contact with traditional practices and rituals, providing her with the 'authentic' African experiences she so keenly sought. She mentioned her intention to travel to Kigali from Astrida in a letter to her friends Richard and Freda Feldman in Johannesburg:

"I intend on staying here till July 21 - then I go to a nearby place called Kigali where there will take place a huge Watussi dance - lasting two days" (8 July 1942).

Stern's journal offers a spirited account of the celebrations taking place in and around the market square. Captivated by the surrounding sights, colours and sounds, she describes the bright red soil underfoot dampened by water carriers, "the dense crowd of natives surrounding the square, which looks like a multi-coloured wall", and the flowing white garments of the Queen mother, "like an Egyptian statue", the beautiful new Queen casting down "her languid eyes, closing her eyelids which shine blue."

It is at this point that the dancing commenced. She describes the spectacle thus:

"A Watussi runs in, yelling and beating the ground with his stick, followed by twenty to thirty men, all yelling. The first group of dancers enters the arena, unbelievably tall and slender men, like reeds, their well-moulded young bodies garlanded with brilliant ropes of beads, swaying in a strange rhythm, and at the same time swinging long sticks. White cow-hair, held by beaded head-bands, hangs down their backs. Their whirling yellow loin-cloths are decorated with geometrical patterns: red suns, black moons, and arrow heads, the symbol of birds in flight. The rhythm of the dance grows faster and faster, until it ends in a frenzy. The musicians then enter crouching low [...] A new group of dancers, clad in red with blue tassels and fringes, comes to the fore: they are followed by another and still another."

By the evening the sacred cows of the Watussi are led into the arena and paraded past the Royal Box accompanied by singing and dancing:

"They beat the ground and dance to the cow in a frenzy, throwing up their long arms, swinging their sticks, beating their chests, absolutely lost in adoration. And then comes another cow, just as magnificent, and the same worship starts again. More and more cows follow, until there are hundreds of cows and guides and dancers. The air vibrates to the ecstatic yells of the crowds, and night falls. Throughout the night the dance goes on, continuing for two days and two nights: the Fête at Kigali" (*Congo*, 1943).

Watussi Dancers visually renders the drama Stern describes so vividly in her Congo journal. It offers a striking contrast to the smaller impressionistic sketches on paper illustrated in *Congo* (p. 35), now housed in the Irma Stern Museum. In these smaller works on paper, the dancers are depicted from a distance and their facial features are not acknowledged.

This oil painting provides a close-up of the action. The dancers' energy is palpable; the viewer cannot avoid the animated expression and direct, almost unnerving stare of the dancer in the near foreground. His eyes are wide and his lower jaw thrust forward as he pants and screams; the swishing mane of his white crown accentuates the rhythms of the dance. This is a painting of immense power and emotional expression. In a letter to the Feldmans, Stern mentions meeting a Belgian painter in Astrida:

"a very pleasant man - but his work is smooth and sweet - of course they like his work immensely. It takes away a bit of the wild charm to have another artist working pretty-pretty things so nearby."

One senses that Stern felt such "smooth and sweet", "pretty-pretty" art was inauthentic. Her visceral depiction of the dance was produced in opposition to this aesthetic.

The Fête Nationale was instituted in the late nineteenth century to celebrate Belgium's independence from the Netherlands. On 21 July 1831, Leopold I took the constitutional oath in Brussels as first king of Belgium. His son, Leopold II, would later become notorious for exploiting the Congo Free State as a private venture. By the time Irma Stern visited the Congo in 1942, the Belgian government had been in control under a United Nations mandate for over 30 years. The feudal kingdom of the Watussi in Ruanda-Urundi was subject to Belgian colonial rule, and military parades by the indigenous Force Publique and traditional dancing had become customary to celebrate the Belgian national day.

Although Stern devoted several pages in her journal to the celebrations in Kigali, she does not comment on the Watussi's relationship with their colonial masters. However, this painting positions the dancers firmly in a colonial setting. The dancers' beaded head bands sport the colours of the Belgian flag; red, yellow and black. It is possible that the otherwise traditional colours or designs were replaced specially for 'national' festivities in order to identify with and reflect the authority of the colonial power.



Bahutu Musicians, 1942, oil on canvas
Image courtesy of Johannesburg Art Gallery

Stern resided in the Congo for five months, producing an impressive body of work. Neville Dubow has commented that her paintings of this period demonstrate "extraordinary vigour and decorative control". Stern executed enough material for three exhibitions, at the Musée Ethnographique in Elizabethville, the Gainsborough Galleries in Johannesburg, and finally at the Argus Galleries in Cape Town. In total 47 of these Congolese scenes were sold, demonstrating their popularity with the local intelligentsia and affluent patrons.

Reviewing the exhibition at the Gainsborough Galleries, Herman Charles Bosman commented: "I am personally grateful to Irma Stern for having thrust before the world, in so bold and uncompromising a fashion, the only things in life that matter. She has created a wide and unsentimental world, brilliant with the raw colours of feeling, where the spirit is a woven mantle, and the earth is pageantry" (Smuts, p. 14).

Stern's extensive painting trip to the Congo, Rwanda and the Great Lakes was an exploration which expanded on her previous trips to Swaziland, Pondoland and Zanzibar in her quest to experience first hand African tribes in their 'natural' environments, living lives largely 'untainted' by Western civilization. Her primitivist disposition notwithstanding, it "is Stern's particular 'journey' that helps us reflect on the larger discourse of 'primitivism' and within it, gender, race and class dynamics in settler communities" (Kellner, p.105).

Bibliography

- M.Berman, *Remembering Irma*, (Cape Town, 2003).
- N.Dubow, *Irma Stern*, (Cape Town, 1974).
- C. Kellner, *Representations of the black subject in Irma Stern's African periods: Swaziland, Zanzibar and Congo 1922-1955*, MA dissertation, University of Cape Town, (Cape Town, 2012).
- H.Smuts, *At Home with Irma Stern*, (Cape Town, 2007).
- I.Stern, *Congo*, (Pretoria, 1943).
- H.Proud, ed., *Brushing up on Irma Stern: featuring works from the permanent collection of the Iziko South African National Gallery*, (Cape Town, 2015).



62*

VLADIMIR GRIEGOROVICH TRETCHIKOFF (SOUTH AFRICAN, 1913-2006)

Penny Whistlers
signed 'TRETCHIKOFF' (lower right)
oil on canvas
61 x 122cm (24 x 48 1/16in).

£35,000 - 45,000
€41,000 - 53,000
US\$46,000 - 59,000

Provenance

Acquired directly from the artist by Dr Paul Kaufman, Toronto, 1965.
By direct descent to the current owner.

Exhibited

Cape Town, Garlicks department store, 20 August 1959.
Toronto, Eaton's, Second touring exhibition to Canada, 1965.

Penny Whistlers is one of Tretchikoff's best known and most historically significant paintings.

The artist revolutionised the market for art prints in Britain with the production of *Chinese Girl* in 1956. The exotic subject matter and bold colours of the print appealed to the general public, shaking 'the slumbering art lovers of Britain as they have not been shaken before', in the words of the *Art Bulletin*. Tretchikoff's popular appeal was cemented when he issued reproductions of his works *Zulu Girl*, *Basuto Girl* and *Zulu Maiden*. These prints so captured the British public's imagination that when the original paintings were exhibited in London in 1961, over 200,000 visitors attended.

Penny Whistlers was reproduced and printed in Britain in 1965, becoming one of the ten best-selling prints that year. The print's popularity provoked a wave of imitative works. Young artists sought to tap into the zeitgeist; portraits of black men and women became a regular feature in the *Art Bulletin* and Boots art department, where prints were sold in these years. These artists emulated Tretchikoff's exotic subject matter, but also his bright palette. The trademark bluish tint of the penny whistlers' faces was swiftly adopted.

The original oil painting, *Penny Whistlers*, was first exhibited in Cape Town in 1959. It reveals Tretchikoff's development as a socially conscious artist. Up to this point, his depictions of black Africans had been restricted to 'exotic' stereotypes, generalised figures in traditional dress. This painting marks a departure point, in that it locates the sitters in a specific time a space. Tretchikoff would have encountered these young whistlers on the streets of Cape Town. It was during this year that he painted *Black and White*, his poignant commentary on the apartheid policies that were dividing the nation.

In *Penny Whistlers*, Tretchikoff celebrates the cheerful spirit of these black South Africans. Racial discrimination has not dimmed their energy and good humour. It also reflects the rise of 'kwela', a light and jazzy street music with a skiffle-like beat. Residents of black townships performed it on cheap tin flutes and guitars, communicating the rough-and-tumble of the city with their improvisations. At the time that Tretchikoff was painting this work, a song by a local kwela band, 'Tom Hark', topped the pop charts in Britain.

It is likely that Tretchikoff's whistlers were inspired by the Kwela Kids, a band comprising Isaac Ngoma, Joshua and Robert Sithole of District Six and Gugulethu. Each Saturday, they gathered at the Grand Parade square in Cape Town. Their performances were so popular that the local police had to enforce crowd control to prevent spectators blocking the traffic.

We are grateful to Boris Gorelik for his assistance in the cataloguing of this lot.

Bibliography

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B.Gorelik, *Incredible Tretchikoff*, (London, 2013), pp.184, 214-6.



63

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Portrait of a young girl
signed 'G. SEKOTO' (lower right)

oil on board

33 x 23.5cm (13 x 9 1/4in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000



64* TP

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

Shaka

signed 'C.SKOTNES' (lower right)

painted and incised wood panel

73 x 60.5cm (28 3/4 x 23 13/16in).

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000



65*

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

Three figures

signed 'C. Skotnes' (lower left)

carved and painted panel

102 x 100cm (40 3/16 x 39 3/8in).

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 26,000

66

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Congo women

signed and dated 'Irma Stern/ 1942' (upper left)

oil on canvas

52 x 69cm (20 1/2 x 27 3/16in).

£150,000 - 200,000

€180,000 - 240,000

US\$200,000 - 260,000

Provenance

The Louis Schachat Collection.

Purchased at Stephan Welz & Co, Johannesburg, 8 May 2000.

Private collection, South Africa.

Irma Stern's visit to the Congo basin in 1942 brought her a wealth of new visual and emotional experiences. This trip culminated in a large body of work ranging in subject matter from Watusi dancers to Hutu musicians and young Mangbetu brides. She recorded her experiences in a journal, that she later published as a lavishly illustrated book, titled *Congo*.

Despite the heady romanticism of her prose, Stern's "wholehearted identification with the natural rhythms of tribal life, her great respect for the artistic integrity and strength of traditional tribal artefacts" is apparent (Dubow 1974, p.19). This could be extended to her respect for rituals and traditions such as scarification and body decoration.

Unlike many Western, predominantly male, artists, whose representations of native women offer an exaggerated 'Afro-eroticism', Stern's *Congo Women* is a respectful and sympathetic portrait.

The faces of the young women have been scarified. Their eyes are cast modestly downwards, not meeting our gaze. One is struck by the women's self-consciousness. Their discomfort must have struck a chord with Stern; she was insecure about her own physical appearance and often felt the subject of judgmental scrutiny. She once revealed these feelings in a letter to her friend Trude Bosse, stating "... my body bothers me - I am afraid of the eyes of strangers" (Dubow 1991, p.84).

Body scarification and decoration in the Congo basin communicate both history and identity: "Among the Luba, scarification and hair-styling are used by both sexes as ways of encoding memory about a person's history and their place in society. As the memory grows with age, more 'information' is added. The shape and colour of one's coiffure for example can be altered to signify changes in marital and occupational status. In this sense, the body becomes a book; the skin is a text both to be written and to be read by others." In this double portrait, Stern reveals great empathy and sensitivity, allowing the women to keep their personal stories private, away from the "eyes of strangers".

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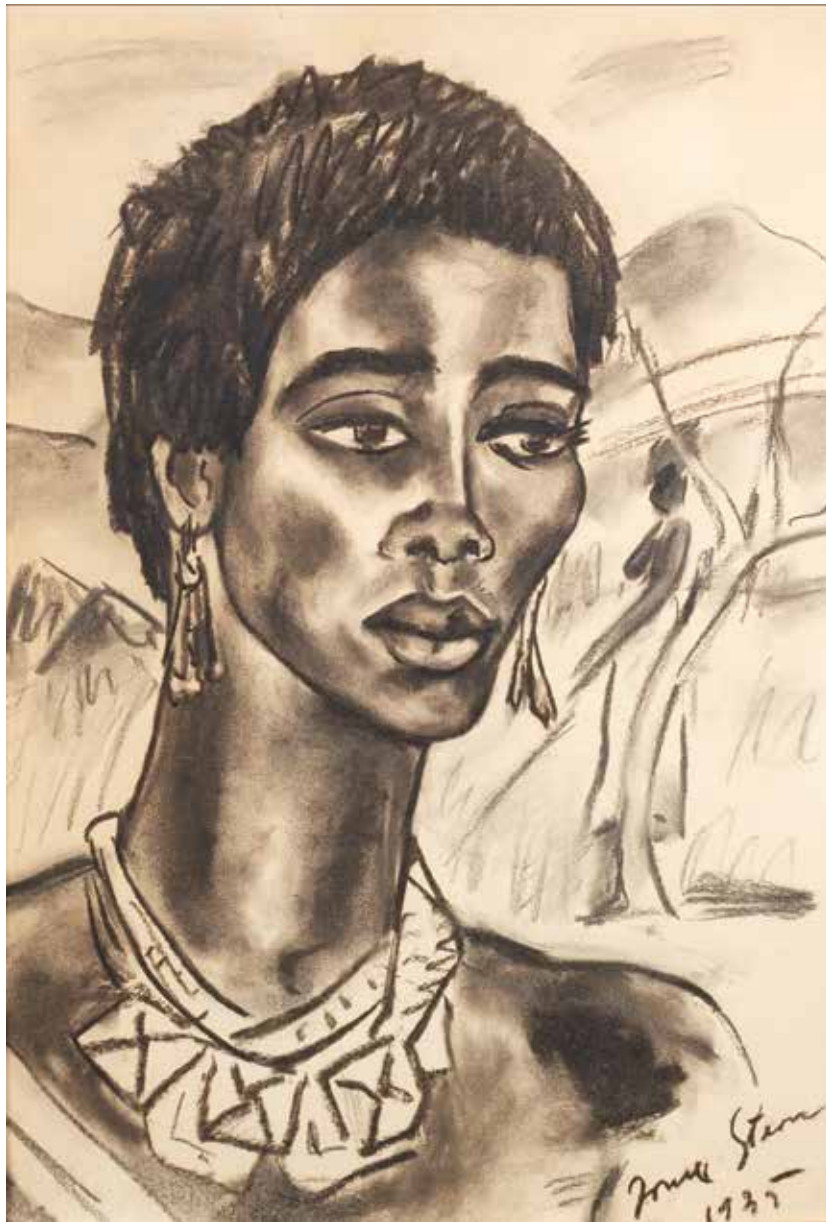
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Irma Stern, *Congo*, (Pretoria, 1943).





67*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Pondo Woman

signed and dated 'Irma Stern/ 1935' (lower right); bears South African National Gallery exhibition label (verso)

charcoal on paper

54 x 37cm (21 1/4 x 14 9/16in).

£20,000 - 30,000

€24,000 - 35,000

US\$26,000 - 39,000

Provenance

Private collection, South Africa.

Exhibited

Cape Town, South African National Gallery, *Master Works on Paper*, (1984), catalogue no.5347.



68*

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

Composition bird
signed 'M. Laubser' (lower left)
oil on board
44.5 x 50cm (17 1/2 x 19 11/16in).

£10,000 - 15,000
€12,000 - 18,000
US\$13,000 - 20,000

Provenance

Acquired from the artist by Mr and Mrs Basson, Pretoria, circa 1970.
Private collection, South Africa.

Literature

D. Marais, *Maggie Laubser: her paintings, drawings and graphics*,
(Johannesburg and Cape Town, 1994), cat. no. 1558.
Illustrated p.355.



69*

GLADYS MGUDLANDLU (SOUTH AFRICAN, 1917-1979)

A group of nine gouaches
gouache on paper
47 x 61cm (18 1/2 x 24in), 47 x 61cm (18 1/2 x 24in) and smaller
unframed
(9)

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500



70*

GLADYS MGUDLANDLU (SOUTH AFRICAN, 1917-1979)

Oystercatchers and a collection of drawings (20)
pen and ink on paper
70 x 39cm (27 9/16 x 15 3/8in) and smaller.
unframed
(21)

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500





71*

GREGOIRE JOHANNES BOONZAIER
(SOUTH AFRICAN, 1909-2005)

Still life with jug and fruit
signed and dated 'Gregoire/ 1978' (lower right)
oil on canvas
31 x 41cm (12 3/16 x 16 1/8in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800



72



72*

GLADYS MGUDLANDLU (SOUTH AFRICAN, 1917-1979)

Three birds
signed and dated 'Gladys Mgudlandlu/ 1966' (lower right)
gouache on paper laid to board
54.5 x 75cm (21 7/16 x 29 1/2in).
unframed

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500

73*

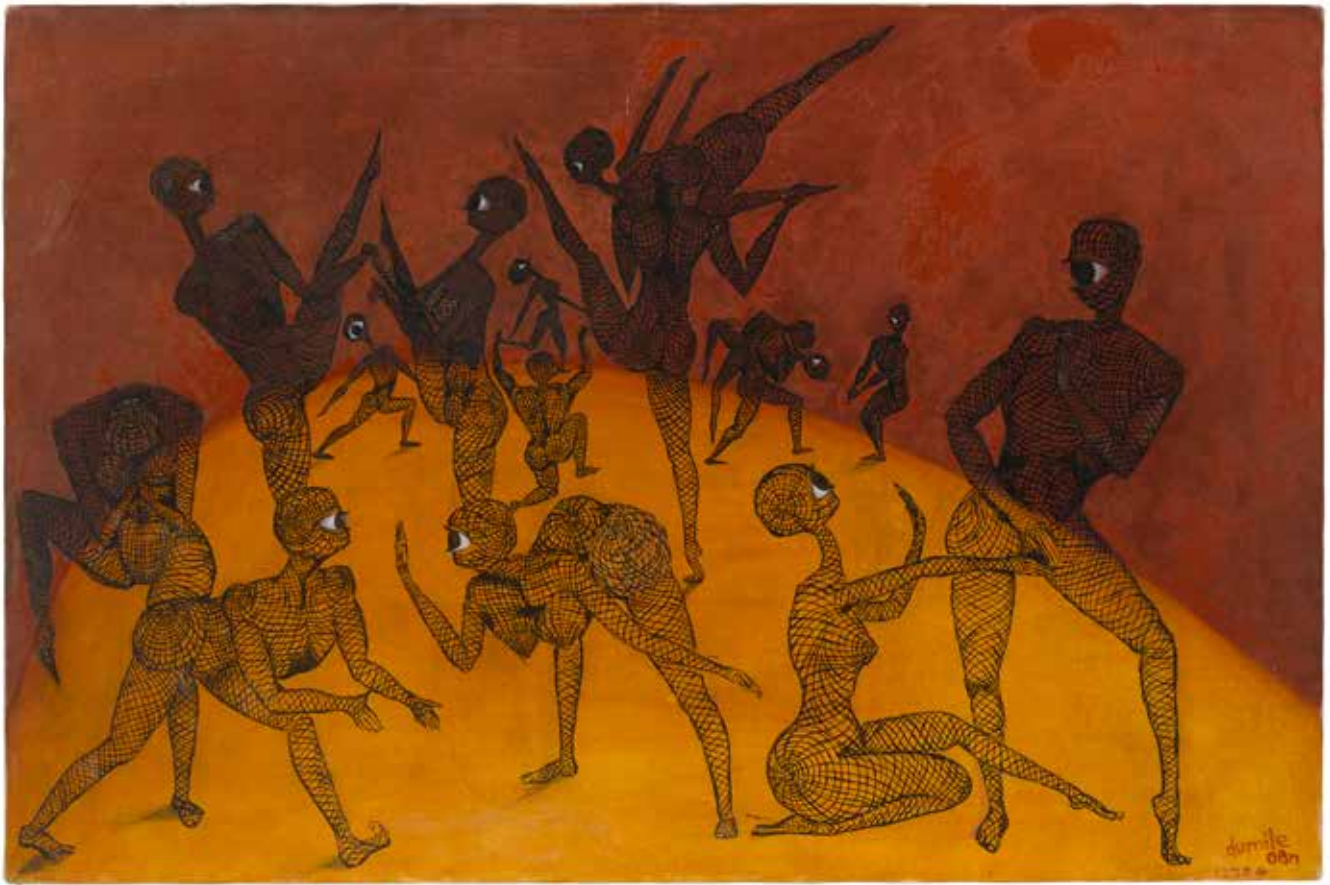
GLADYS MGUDLANDLU (SOUTH AFRICAN, 1917-1979)

Portrait of a woman and nine gouache studies
gouache on paper
50 x 65cm (19 11/16 x 25 9/16in) and smaller.
unframed
(10)

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500



73



74*

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

Dancing figures

indistinctly signed and numbered 'dumile/ dan/ 12344' (lower right)

oil on canvas

50 x 76cm (19 11/16 x 29 15/16in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800



75

75*

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

Shaka
signed 'C.SKOTNES' (lower left)
incised and painted wood panel
101.5 x 100cm (39 15/16 x 39 3/8in).

£20,000 - 30,000
€24,000 - 35,000
US\$26,000 - 39,000

76*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Still life with arum lilies and mask
signed and dated 'Irma Stern/ 1963' (upper left)
oil on canvas
72 x 61cm (28 3/8 x 24in).

£100,000 - 150,000
€120,000 - 180,000
US\$130,000 - 200,000

Provenance

A private collection, South Africa.



76

Stern was a prolific traveller, and she collected a large number of objects over the course of her life. She frequently incorporated items from her collection into her paintings. The current lot depicts a Pre-Columbian Mexican granite skull (now in the Irma Stern Museum, cat. no.339). The composition bears a striking resemblance to a still life that she executed in 1954 (illustrated in Arnold, p.147). It depicts two Zairian dance masks beside a vase of arum lilies.

Stern was unusual in appreciating the aesthetic value of these ritualistic objects. This was a time when many European museums still classified traditional art from Africa and Mexico as anthropological curiosities. In 1943, she wrote of "the rare artistic taste...(of) the creators of magnificent pieces of sculpture, carved out of wood, of fetishes and masks, grotesque and beautiful revealing primitive Africa in all its fear-ridden phantasy, with its witch-craft and taboos, with its ancestral worship and its world alive with spirits."

Whilst we might object to such words as 'primitive' today, Stern's writing clearly reveals a woman sensitive to the power and spiritual meaning of these ritual objects.

In the early 1950s, a series of nationalist uprisings swept across Central and Eastern Africa, undermining the power structures of the European colonialists. Stern was disturbed and unsettled by these events.

This late still life reflects her increasing uncertainty and anxiety about the future. The arum lilies thrust themselves aggressively across the plane of the canvas. The stone skull with its bared teeth and empty eye sockets is sinister, even menacing. The brooding intensity of this painting commands the viewer's attention.

Bibliography

M.Arnold, *Irma Stern: A Feast for the Eye*, (Vlaeberg, 1995), pp.130, 147.

Irma Stern Museum, *Catalogue of the Collections in the Irma Stern Museum*, (Cape Town, 1971), no. 339.



Courtesy of the Irma Stern Trust

77*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Still Life with Red Flowering Gum

signed 'Irma Stern/ 1936' (upper right)

oil on canvas

74 x 81.5cm (29 1/8 x 32 1/16in).

£200,000 - 300,000

€240,000 - 350,000

US\$260,000 - 390,000

Provenance

A private collection, South Africa.

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

Still Life with Red Flowering Gum reveals Stern's early training with German Expressionist artists such as Max Pechstein. The energetic brushstrokes communicate more about her emotional state than the flowers' naturalistic appearance. Only a few years prior, the artist had suffered a minor nervous breakdown as her marriage to Johannes Prinz disintegrated. As Stern emerged from this period of emotional turbulence, she turned to her art for solace, expressing her new found freedom through paint. Her beloved garden and studio at the Firs provided the comfortable and nurturing environment she needed. Gradually she was able to bring her feelings under control, a transformation reflected in her paintings. As Marion Arnold comments: "[her] flowerpieces mark the last stage of a long procedure that imposes order on nature".

Stern was well aware of the powerful emotional symbolism of her flower paintings. She described the cathartic process of arranging the blossoms in her studio:

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

A similar composition titled, *Red Gums*, dated 1938, was recently displayed at the South African National Gallery in Cape Town as part of the 2015 exhibition, *Brushing up on Stern* (illustrated in the catalogue p.113).

Bibliography

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

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

H.Proud, ed., *Brushing up on Stern: featuring works from the permanent collection of the Iziko South African National Gallery*, (Cape Town, 2015), p.113.





78*

FRANCOIS KRIGE (SOUTH AFRICAN, 1913-1994)

Landscape

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

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

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

The present lot was most likely painted at Tolbos Farm:

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

Bibliography

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



79*

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Still life with Lawton irons

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

oil on canvas

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

within artist's iron bar frame

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000

Provenance

Purchased from the artist in South Africa, circa 1960.

Private collection, Canada.

Thence by direct descent to current owner.



80*

FREDERICK HUTCHISON PAGE (SOUTH AFRICAN, 1908-1984)

'Trouble with our Ancestors'

signed and dated 'Page '72' (lower right); bears Wolpe Gallery label
(verso)

oil on canvas

76.5 x 107cm (30 1/8 x 42 1/8in).

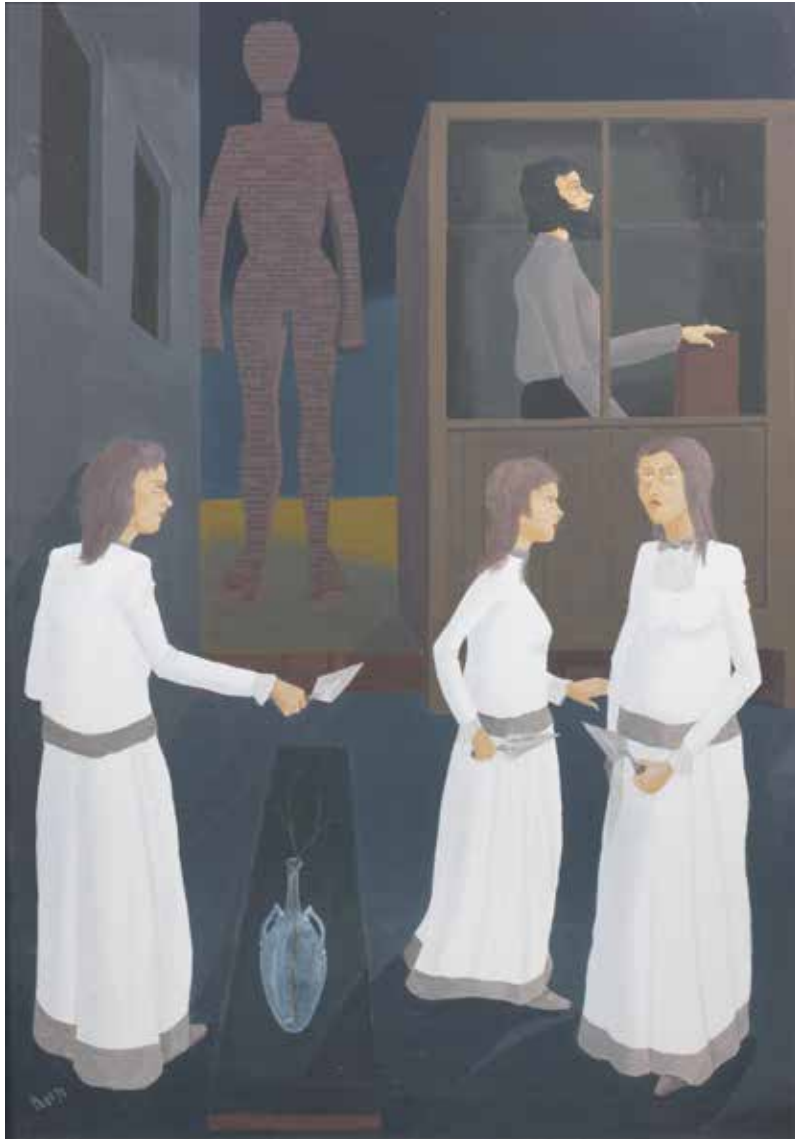
£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000

Provenance

A private collection, South Africa.



81*

FREDERICK HUTCHISON PAGE (SOUTH AFRICAN, 1908-1984)

'Fitzgerald delivers the bricks'

signed and dated 'Page/ 73' (lower left)

acrylic on board

101 x 71.5cm (39 3/4 x 28 1/8in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000

Provenance

A private collection, South Africa.

Literature

J.Wright & C.Kerbel, *'Fred Page, Ringmaster of the Imagination'*, Port Elizabeth, 2011, illustrated no.307.

Page applied to the Port Elizabeth School of Arts and Crafts in 1946. Here he was mentored by the Irish born artist, Dorothy Kay. Conservative in temperament, Kay was primarily a portraitist and sceptical of modern painting. Page struggled to relate to her academic traditionalism, and experienced feelings of alienation.

Page's surrealist paintings only began to receive recognition in the 1960s when Harold Jeppe, then owner of the Lidchi Gallery, exhibited his works in Johannesburg. Six of these were selected for consignment to the Grosvenor Gallery in London, Page's first international exposure.

Contemporary critics were struck by the dark brooding character of his art. The eerily empty streets and blackened windows of his city scenes are an attempt to communicate the isolating experience of living in Port Elizabeth. A fellow resident commented on the accuracy of his vision:

"If you've lived there, you'd know how uncannily...accurate the images are and how the ethos of his work captures something beyond the mere geography of the area. For what little it is worth, he used his brush to photograph ghosts" (Wright & Kerbel, p.xvi).

The title of this painting, *Fitzgerald delivers the bricks*, is characteristically enigmatic. Page was reluctant to offer any explanations for his work, and often resorting to Paul Klee's injunction that "the function of the artist is not to render the visible but to render visible".

Bibliography

J.Wright & C.Kerbel, *'Fred Page, Ringmaster of the Imagination'*, (Port Elizabeth, 2011), p.160.



82

82*

DOUGLAS PORTWAY (SOUTH AFRICAN, 1922-1993)

'Blue Moon'

signed 'Portway' (lower left)

oil on board

68 x 53cm (26 3/4 x 20 7/8in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800

Provenance

Acquired directly from the artist.

By direct descent to the current owner.

83*

DOUGLAS PORTWAY (SOUTH AFRICAN, 1922-1993)

Abstract in green and white

signed 'Portway '79' (lower left)

oil on canvas

128.5 x 101cm (50 9/16 x 39 3/4in).

£6,000 - 9,000

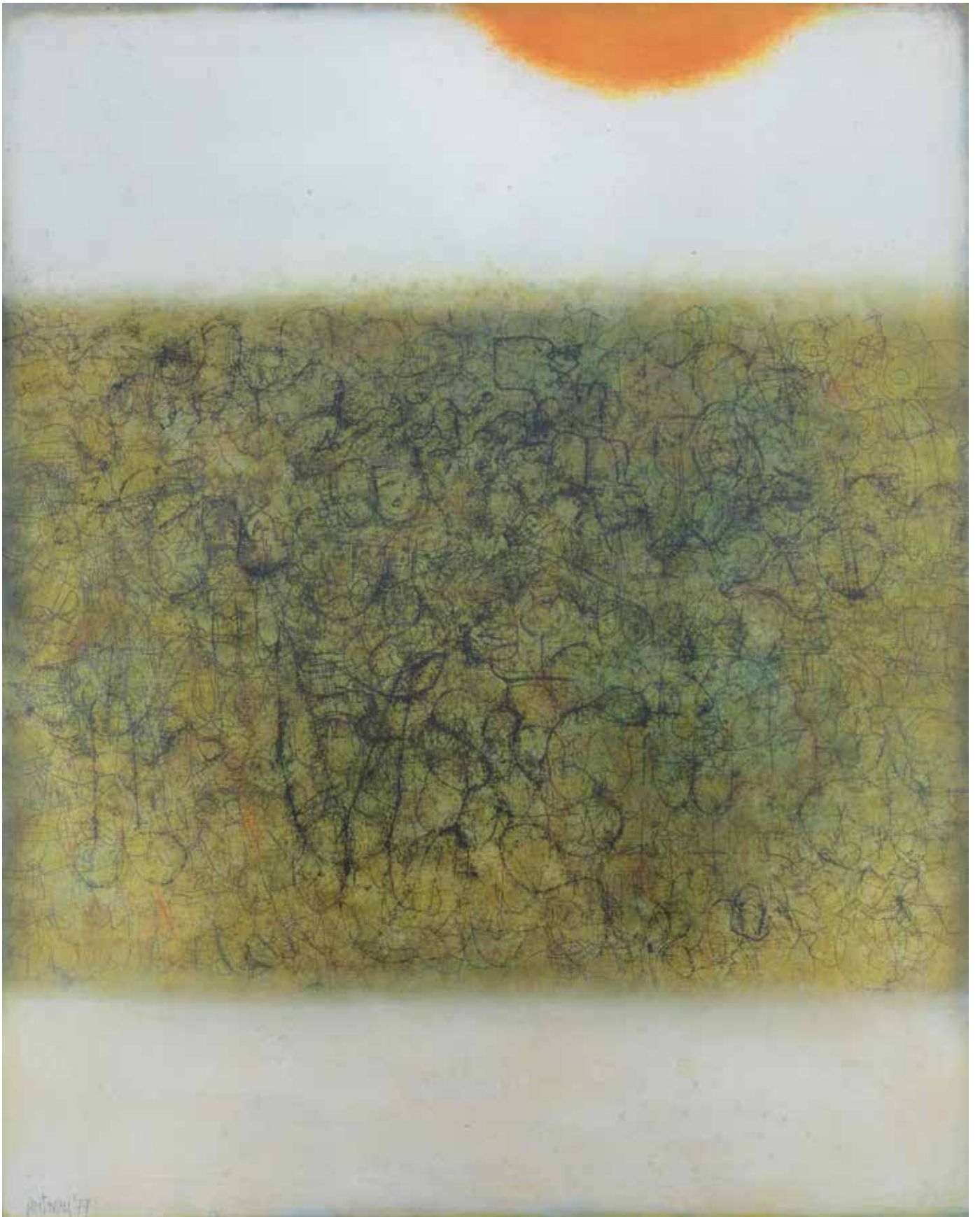
€7,100 - 11,000

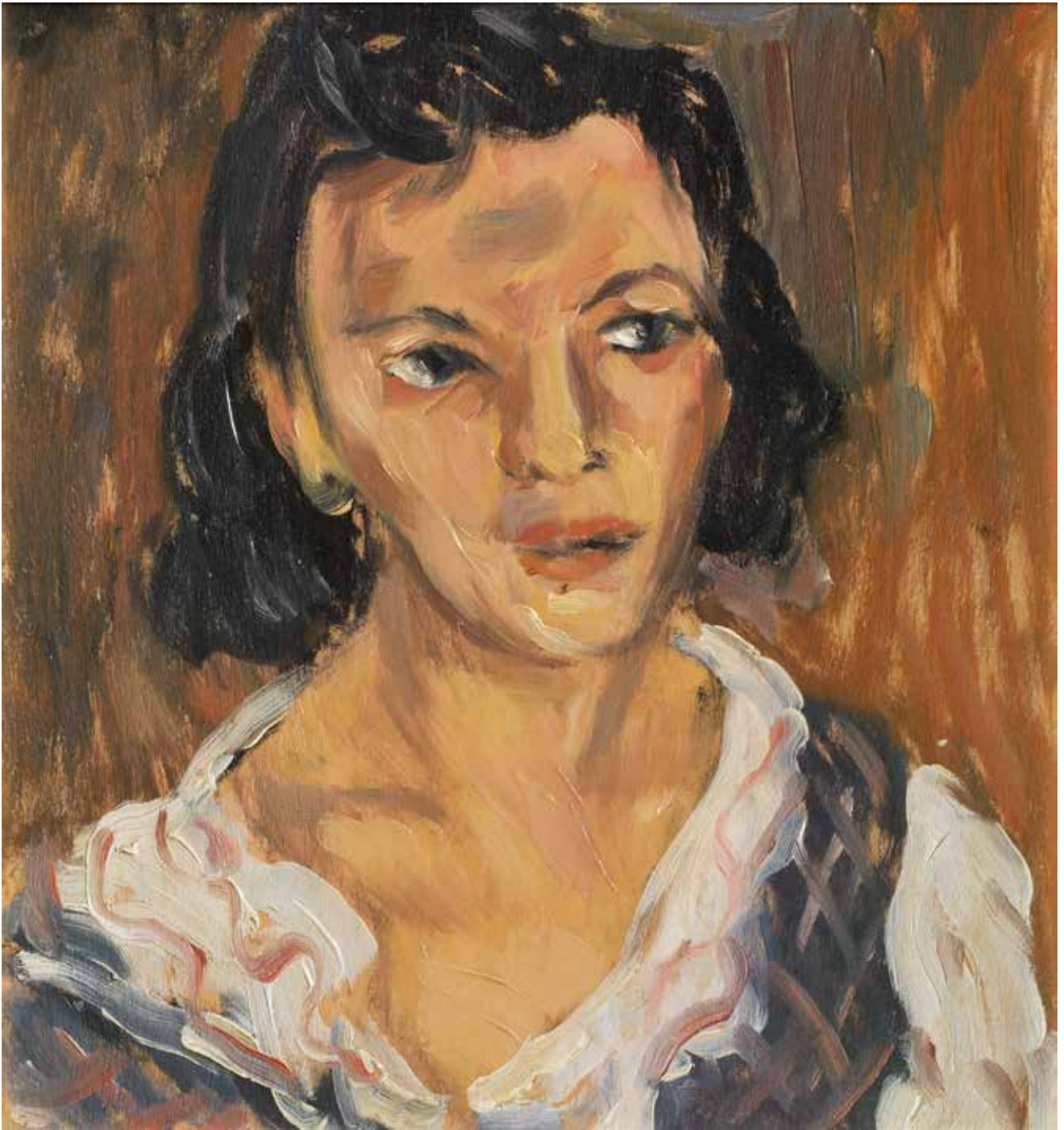
US\$7,800 - 12,000

Provenance

Acquired directly from the artist.

By direct descent to the current owner.





84*

WOLF KIBEL (POLISH, 1903-1938)

Portrait of Mrs Lipshitz
inscribed '? Mrs F.KIBEL' (verso)
oil on board
21.5 x 20cm (8 7/16 x 7 7/8in).

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000



85*

ROBERT BEVAN SLINGSBY (SOUTH AFRICAN, BORN 1955)

Abstracted still life

signed and dated 'R.B.S 1995' and again '-R.B.Slingsby 1995-'

(lower left)

ceramic

73 x 62cm (28 3/4 x 24 7/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

A private collection, South Africa.



86

86

STELLA SHAWZIN (SOUTH AFRICAN, BORN 1920)

'Balancing Figures I'

gilded bronze

92 cm (36 1/4in) high (including base)

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

87

STELLA SHAWZIN (SOUTH AFRICAN, BORN 1920)

Figures in Space IV - B

edition 3/8

bronze on marble base

70cm high (including base)

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000

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

Her figurative sculptures primarily depict the human body in action; their lithe, muscular forms reveal a detailed anatomical knowledge. The straining muscles of the acrobats lend a dynamism to the otherwise static bronze. The graceful arc of their bodies and gravity-defying postures belie the weightiness of the medium.

Bibliography

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



87



88

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

'Ladies of the Rue des Soeurs' (2005)

signed, titled and dated by the artist (verso)

oil on canvas

90 x 120cm (35 7/16 x 47 1/4in).

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 26,000



89*

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

Another Night at the Opera, 1998
signed 'RJ Hodgins' and inscribed with title and date (verso)
oil on canvas
91.5 x 121.8cm (36 x 47 15/16in).

£30,000 - 50,000

€35,000 - 59,000

US\$39,000 - 65,000

Provenance

Commissioned by Mr & Mrs Malcolm Christian, Caversham Centre for Artists and Writers, KwaZulu-Natal.
A private collection, South Africa.

Born to a working-class family in 1920, Robert Hodgins left school aged fourteen to take up a position in a shop in Soho. His introduction to the world of fine art came whilst working in the military transport division in Alexandria during the Second World War. He and his fellow conscripts were residing in the desert houses of Alexandria's high society. It was here that he met Georges de Menasche, a friendship that would shape the rest of his life. Georges introduced the young Hodgins to modern poetry, painting and classical music.

After the war, Hodgins moved to London where he enrolled at Goldsmiths College of Art. On graduating in 1954, he secured a

teaching post at the Pretoria Tech School of Art. He then transferred to the Wits Department of Fine Art where he taught life drawing until the mid-1980s. It was during this period that Hodgins began to question the sanitized, classical forms privileged by the established art schools:

"Living in Pretoria, it began to strike me that everything was not as kosher as it looked. Slowly, all these beautiful, plump female nudes became cumbersome and all the handsome, male nudes became heavy and distorted."

The bodies of Hodgins's figures became less clearly defined, until they are almost subsumed by the background colour. The disembodied limbs lend his subjects a monstrous quality. The disadvantages he had suffered in his childhood made him highly aware of the racial inequality dominating South African society in this period.

Inequality is a central theme in *Another Night at the Opera*. It belongs to a body of paintings that Hodgins executed between 1996 and 2000 that satirize the urban social elite. Two of these works, *A Night at the Opera* and *Between the Acts*, are illustrated in *Robert Hodgins* (Cape Town, 2002) pp.106-7.

Bibliography

R.Hodgins, *Robert Hodgins*, (Cape Town, 2002), pp.22-31.

90* TP

JOHN MEYER (SOUTH AFRICAN, BORN 1942)

'Late Autumn, Hex River'
signed 'John Meyer' (lower left); inscribed with artist's name and title,
numbered 4149 (verso)
acrylic and sand on canvas
104 x 155cm (40 15/16 x 61in).

£40,000 - 60,000

€47,000 - 71,000

US\$52,000 - 78,000

Provenance

Purchased from Everard Read Gallery, Johannesburg.
A private collection, South Africa.

John Meyer is the leading landscape artist working in South Africa today. He renders the nation's scenery like no other. His paintings are characterised by their naturalistic detail and fidelity to their source.

The present lot depicts the Hex River Valley in transition from Autumn to Winter. The first settler to arrive in the region was the Dutch pioneer, Roelf Jantz Hoeting. When he received a license to graze his cattle here, other livestock owners soon followed. By the end of the 18th century, six farms had been built, each with a Cape-Dutch style farmhouse. It was one of these developments on Buffelskraal that gave birth to the legend of the fair ghost (or hex), after which the valley was named.

The legend ran that one of the occupants of the house, a beautiful girl by the name of Eliza Meiring, was so beset by suitors that she set them an impossible task. Any man who wished to win her hand had to bring her a disa from the peak of the 2249m Matroosberg, the highest mountain of the range. Unbeknownst to Eliza, her favourite suitor attempted the challenge and fell to his death. On hearing the news, Eliza was so distraught that she had to be restrained and locked in her room. One night, she forced the window open and jumped, killing herself. Local residents claimed to see her ghost wandering the peaks of the mountain range, and began to refer to her as die heks van Exerivervallei (the witch of the Exe River Valley). The valley subsequently became known as the Hex River Valley.

Today, the region is renowned for its vineyards and is the largest producer of table grapes in South Africa. An area of great natural beauty, it is unsurprising that it would attract the attention of a landscape artist such as Meyer.

Born in Bloemfontein in 1942, Meyer became a professional painter in 1972. His work can be found in private and public collections around the world. John Meyer is also a successful portraitist, receiving commissions to capture the likenesses of individuals such as the Nobel Peace Prize winners Nelson Mandela and F W de Klerk.





91

91*

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

Trans-Figure XIX

signed, bears edition number 8/12

bronze

60 x 28 x 48 cm. (23 5/8 x 11 x 18 7/8 in)

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

92*

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

Leopard lying on boulder

signed, bears edition number 5/15

bronze

46.5 x 37.5 x 59 cm. (18 5/16 x 14 3/4 x 23 1/4 in)

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000



92



93

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

'Egyptian Architect planning Thebes'
signed, titled and dated 'RHodgins, 'Egyptian Architect planning
Thebes'/ 1991 (verso)

oil on canvas

61 x 50.5cm (24 x 19 7/8in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

Thebes, known to the ancient Egyptians as Waset, was an ancient Egyptian city located east of the Nile about 800 kilometres (500 mi) south of the Mediterranean. Its ruins lie within the modern Egyptian city of Luxor. Thebes was the main city of the fourth Upper Egyptian nome (Sceptre nome). It was close to Nubia and the eastern desert, with their valuable mineral resources and trade routes. It was a cult centre and the wealthiest city of ancient Egypt at its heyday. The site of Thebes includes areas on both the eastern bank of the Nile, where the temples of Karnak and Luxor stand and the city proper situated; and the western bank, where a necropolis of large private and royal cemeteries and funerary complexes can be found.



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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*' opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*' behalf which is in any way descriptive of any *Lot*

or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, please complete a Telephone *Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

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

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

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

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable *VAT*. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to *VAT*. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each lot purchased:

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

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ 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 to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT	9 THE SELLER'S LIABILITY	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 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> .		
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> ,		
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> ;	10.5	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.
8.1.4 to remove and store the <i>Lot</i> at your expense;		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.
8.1.5 to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.2 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.
8.1.6 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;		10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;	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.	10.9	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.
8.1.8 to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;		10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.9 to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	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> .
8.1.10 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.		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.
8.2 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 [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

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

4.4

If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5

Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6

You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7

You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8

You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

6.1

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

6.2

You are advised to obtain insurance in respect of the *Lot* as soon as possible after the Sale.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	7.3.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	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	to terminate this agreement immediately for your breach of contract;	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	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	to retain possession of the <i>Lot</i> ;	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> .
7.1.3	8.1	to remove, and/or store the <i>Lot</i> at your expense;	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> .
7.1.4	8.1.1	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	8.1.2	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	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.
7.1.6	8.1.3	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	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> .
7.1.7	8.1.4	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	10 OUR LIABILITY	10.1
7.1.8	8.2	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	10.2	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> .
7.1.9	8.2.1	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	10.2.1	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:
7.1.10	8.2.2	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	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
7.1.11	9 FORGERIES	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
7.2	9.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.2	Paragraph 9 applies only if:
	9.2.1		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
	9.2.2		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
	9.2.3		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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Please contact me with a shipping quote (if applicable)

Sale title: South African Art		Sale date: 14 September 2016													
Sale no. 23399		Sale venue: New Bond Street, London													
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