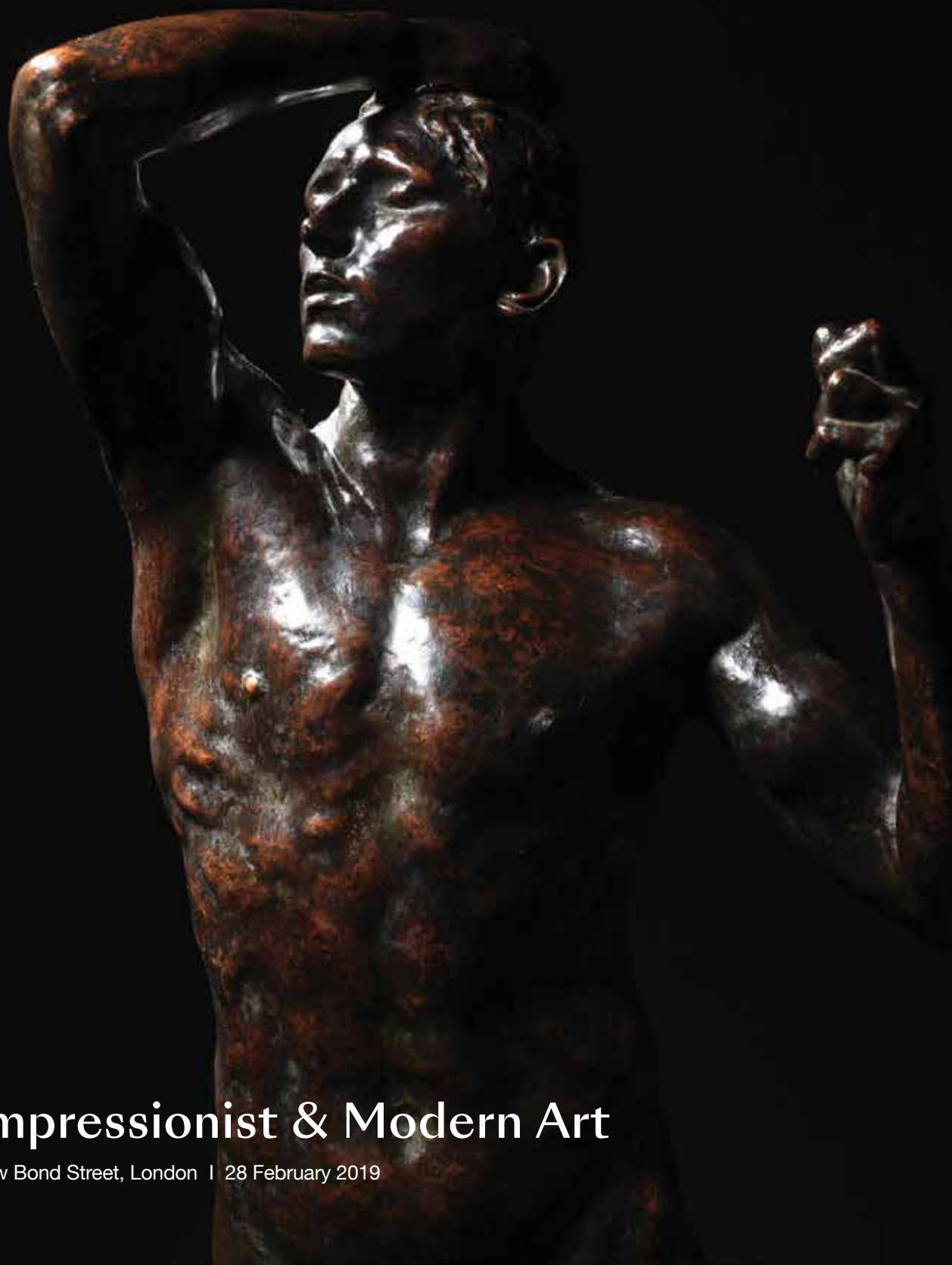
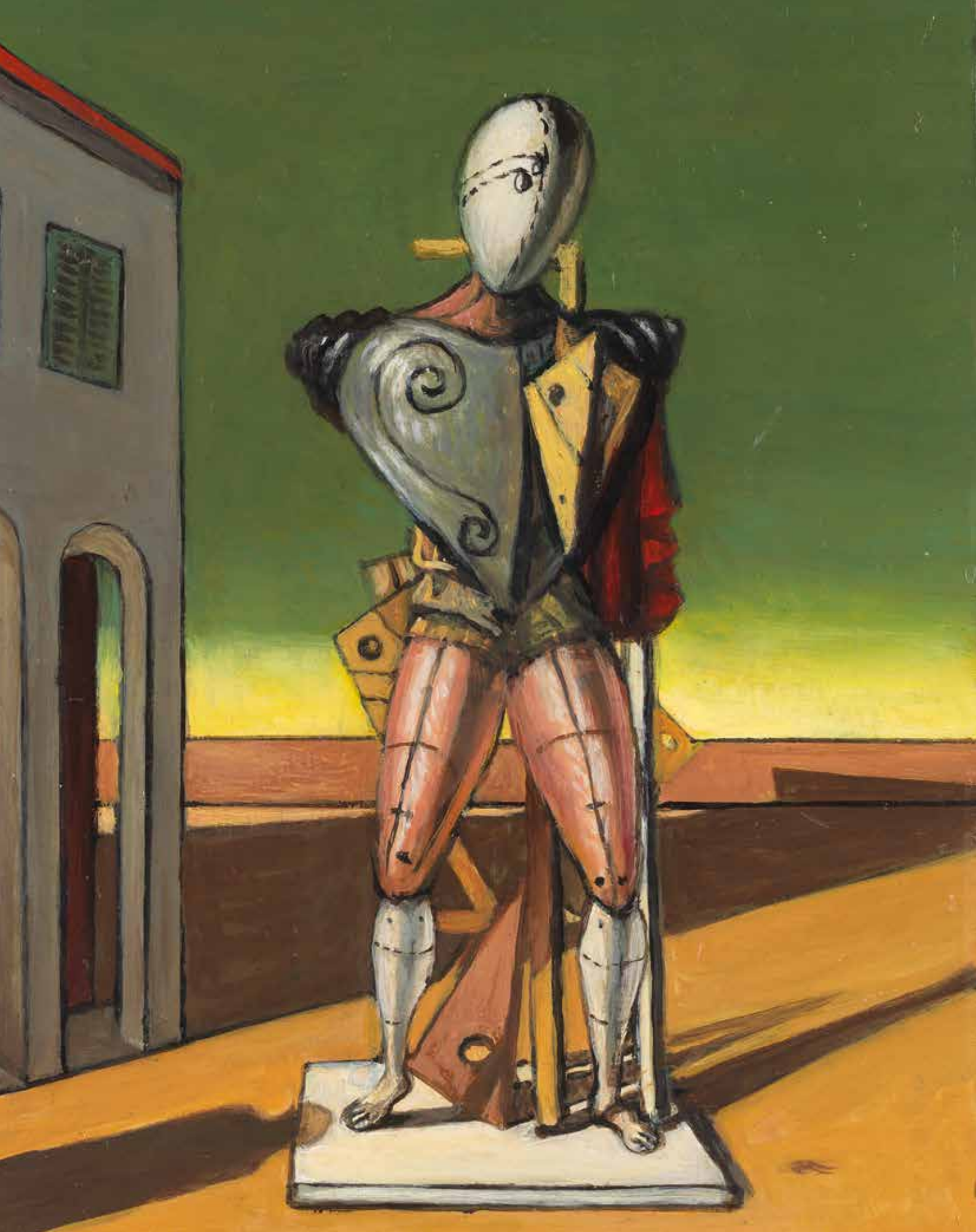


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## Impressionist & Modern Art

New Bond Street, London | 28 February 2019

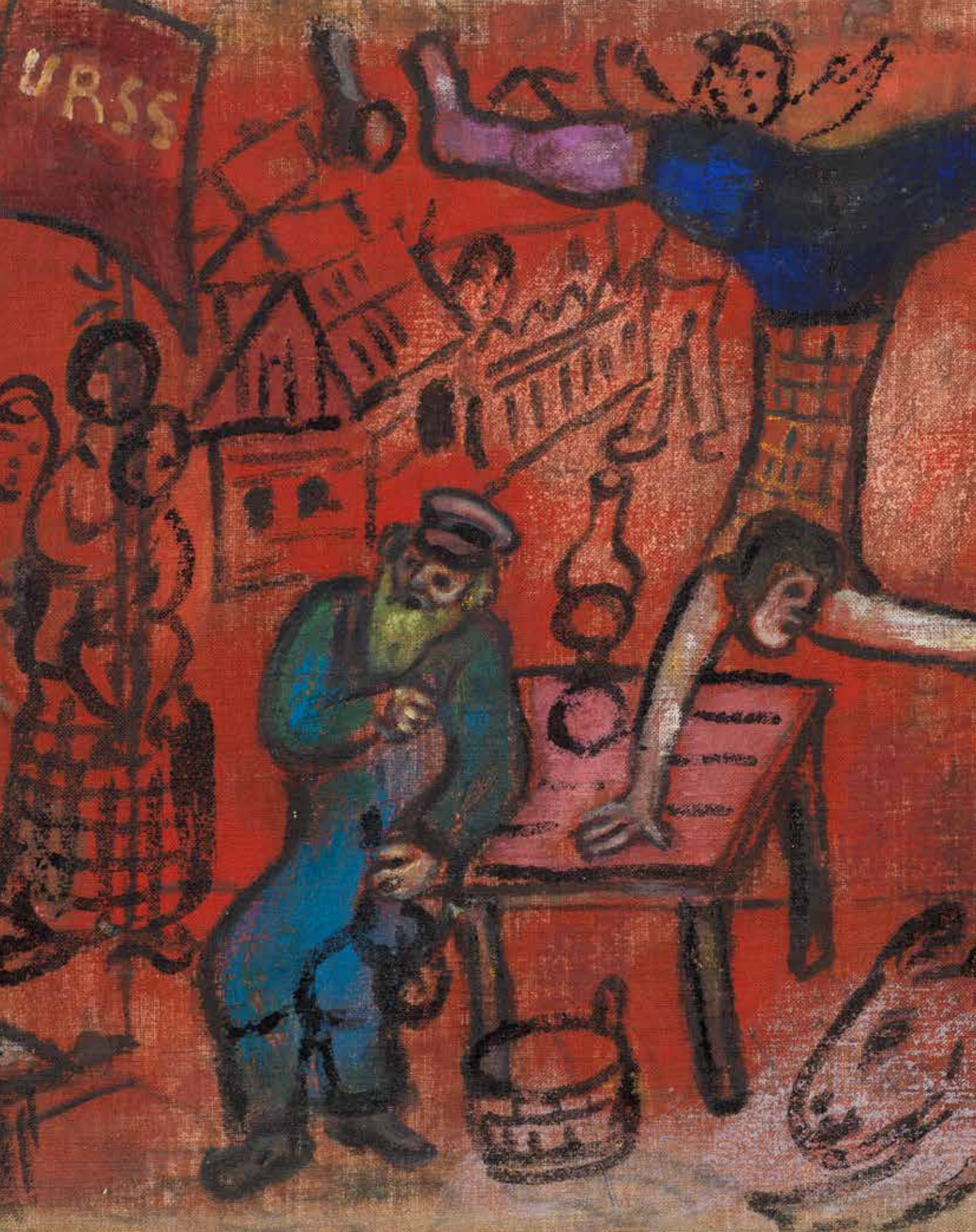




Magritte 11







# Impressionist & Modern Art

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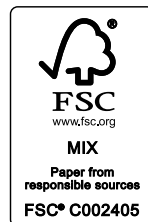
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1

**AUGUSTE RODIN (1840-1917)**

*Danseur courbé vers la droite, un pied en l'air et les bras joints au-dessus de la tête - étude de patineur sur glace?*

pen, brush and ink on yellow paper laid on the artist's mount

*drawing: 6.8 x 5.3cm (2 11/16 x 2 1/16in).; artist's mount:*

*8.2 x 10.7cm (3 1/4 x 4 3/16in).*

Executed *circa* 1870

**£10,000 - 15,000**

**€12,000 - 17,000**

**US\$13,000 - 20,000**

The authenticity of this work has kindly been confirmed by Madame Christina Buley-Uribe. This work will be included in the forthcoming Auguste Rodin *catalogue raisonné des dessins et peintures*, currently being prepared.

**Provenance**

(Possibly) Auguste Beuret Collection, Paris (the artist's son).

Loie Fuller Collection, Paris.

Jean & Paule Cailac Collection, Paris.

Private collection, France; their sale, Sotheby's,

Paris, 22 March 2018, lot 51.

Acquired at the above sale by the present owner.



**PROPERTY FROM A PRIVATE COLLECTION, UK**

2

**GUSTAVE LOISEAU (1865-1935)**

*La neige, environs de Pontoise*

signed and dated 'G. Loiseau. 05' (lower right)

oil on canvas

54.3 x 65cm (21 3/8 x 25 9/16in).

Painted in 1905

**£40,000 - 60,000**

**€46,000 - 69,000**

**US\$53,000 - 79,000**

The authenticity of this work has kindly been confirmed by Monsieur Didier Imbert. This work will be included in the forthcoming Gustave Loiseau *catalogue raisonné*, currently being prepared.

**Provenance**

Galerie Durand-Ruel, Paris (acquired directly from the artist on 2 December 1905).

Durand-Ruel Galleries, New York (1906).

(Possibly) W. G. Glackens Collection (1912).

(Possibly) Dr. A. C. Barnes Collection, Philadelphia.

Durand-Ruel Galleries, New York (1913).

Marlborough Fine Art Ltd., London, no. 01106.

Maurice Edelman MP Collection, London (acquired from the above in the early 1950s).

Thence by descent to the present owner.

**Exhibited**

Krefeld, Kaiser Wilhelm Museum, 28 May - 21 July 1907, no. 89.

Paris, Grand Palais, *Salon d'Automne*, no. 152.

Manchester, The Manchester City Art Gallery, *Exhibition of Modern French Paintings* 10 December 1907 - 31 January 1908, no. 210.

Hanover, Hannover Kunstverein, 24 February - 30 April 1911, no. 450.

New York, Durand-Ruel Galleries, *Paintings by Ricardo Canals and Gustave Loiseau*, 3 November 1923, no. 12.

Pittsburgh, Gillespie & Co., 1 February - 1 March 1925.

New York, Durand-Ruel Galleries, *Exhibition of Paintings by Gustave Loiseau*, 11 November 1925, no. 2.

Geneva, Galerie Motte, *Loiseau (1865-1935) et Mauffra (1861-1918)*, 1 March - 13 April 1955, no. 9.



3

**HENRI LE SIDANER (1862-1939)**

*Le village, Dolceacqua*

signed 'LE SIDANER' (lower right)

oil on panel

16.1 x 13.4cm (6 5/16 x 5 1/4in).

Painted in 1911

**£8,000 - 12,000**

**€9,200 - 14,000**

**US\$11,000 - 16,000**

**Provenance**

Private collection (by 1989).

Acquired from the above by the present owner.

**Exhibited**

Paris, Musée Galliera, *Rétrospective, Henri Le Sidaner 1862 - 1939*,  
April 1948.

Chatou, Musée Fournaise, *Henri Le Sidaner, le secret de lumières*,  
April - October 2006.

**Literature**

Y. Farinaux-Le Sidaner, *Le Sidaner, l'oeuvre peint et gravé*, Paris, 1989,  
no. 1011 (illustrated p. 335).



4<sup>AR</sup>

**LOUIS VALTAT (1869-1952)**

*Espagne*

stamped with the artist's initials 'L. V.' (lower right)

oil on canvas

46.4 x 55.4cm (18 1/4 x 21 13/16in).

Painted in 1896

**£50,000 - 70,000**

**€58,000 - 81,000**

**US\$66,000 - 92,000**

**Provenance**

Private collection, France.

**Literature**

J. Valtat, *Louis Valtat, catalogue de l'oeuvre peint 1869 - 1952*,  
Vol. I, Neuchâtel, 1977, no. 144 (illustrated p. 16).





**PROPERTY OF A DISTINGUISHED PRIVATE COLLECTOR**

5 \*

**AUGUSTE RODIN (1840-1917)**

*Mère et enfant*

signed and inscribed 'a mon ami E. Henley Rodin' (on the artist's mount)

pen and ink, wash and white heightening on paper laid within the artist's mount

*drawing: 10.3 x 6.6cm (4 1/16 x 2 5/8in).; artist's mount:*

*21.3 x 17.4cm (8 3/8 x 6 7/8in).*

Executed *circa* 1880

**£40,000 - 60,000**

**€46,000 - 69,000**

**US\$53,000 - 79,000**

The authenticity of this work has kindly been confirmed by Madame Christina Buley-Urbe. This work will be included in the forthcoming Auguste Rodin *catalogue raisonné des dessins et peintures*, currently being prepared.

**Provenance**

William Ernest Henley Collection, UK (a gift from the artist).

Private collection, UK; their sale, Bonhams, London,

13 April 2006, lot 1.

Acquired at the above sale by the present owner.

**Exhibited**

London, Royal Academy of Arts, *Rodin*, 23 September 2006 - 1

January 2007, no. 59.

New York, Jill Newhouse Gallery, *Auguste Rodin, Intimate Works, Sculpture, Drawings and Watercolors, Photographs and Letters*, 1

March - 15 April 2011, no. 12.

Bernried, Buchheim Museum, *Addicted to Woman*, 25 January - 26

April 2014.

London, Bowman Sculpture, *Rodin, the Birth of Modern Sculpture*, 7

June - 27 July 2017.



## Auguste Rodin

The present work, *Mère et enfant*, executed around the year 1880, is part of Auguste Rodin's venerable series of 'black drawings'. These works were conceived in relation to *La porte de l'enfer*, a state commission that Rodin started working on that year. The concept of the project was based on *Inferno*, the first part of Dante Alighieri's epic poem *La Divina Commedia*. During this time Rodin executed several studies of the Mother and Child subject, of which a related example, *Vierge à l'enfant*, is part of the permanent collection of the Musée d'Orsay. Where Rodin's maternal figures from the 1870s were happy, those of the 1880s were conceived in the 'somber atmosphere of the readings of Dante during Rodin's work on *La porte de l'enfer*' (C. Buley-Urbe, *Auguste Rodin, Intimate Works, Sculpture, Drawing and Watercolors, Photographs and Letters*, exh. cat., New York, 2011, n. p.).

It was a period of intense creation for Rodin, who often turned to the medium of drawing to liberate his creativity and to outline his preliminary thoughts on designs for *La porte de l'enfer*. Rodin drew mainly from imagination, in order to test his anatomical and historical knowledge. The 'black drawings' can be interpreted as a contextualizing exercise that enabled the artist to model clay more rapidly and fluently. As Christina Buley-Urbe describes: 'Drawing, like sculpture, was a vehicle for experimentation, and if the 'black drawings' were still sculptor's drawings, this is because Rodin had not pushed his treatment of drawing itself as far as he had done with the medium of sculpture. He still treated his drawings as much as possible just as he would clay or plaster: creating three-dimensionality by means of transparent chiaroscuros in the manner of Géricault, using impastos of matte gouache and pen strokes of brilliant black ink, cutting out, piercing the paper, all techniques that combined to create the effect of a sculptural relief' (C. Buley-Urbe, *Auguste Rodin, Drawings & Watercolours*, London, 2008, p. 24).

Dante's poetry was not the only source of inspiration, as many of Rodin's 'black drawings' were also influenced by Renaissance painting and sculpture. Michelangelo's (1475 – 1564) work formed a particular stimulus for Rodin. In 1875, just a few years before *Mère et enfant* was executed, Rodin visited Florence. It was a year full of festivities in the Tuscan city, to commemorate the 4th centennial of Michelangelo's birth. Rodin was enticed by the artistic creations of this great master, as he explains in a letter to his lifelong partner Rose Beuret: 'If I say that since the moment I set foot in Florence I have been studying Michelangelo you won't be surprised, and I think that great magician has yielded me some of his secrets. Yet none of his pupils, or his masters, were like him. I cannot understand that, as I look at the people he actually taught, and find that the secret lies in him and him alone' (Auguste Rodin quoted in, A. Le Normand-Romain, *ibid.*, London, 2008, p. 24). Rodin was drawn to the way Michelangelo translated the torment of the human condition into sculpture. The



Auguste Rodin (1840-1917), *Vierge à l'enfant avec le petit saint Jean*, c. 1880, Musée d'Orsay, Paris.

three-dimensional vivid movements of the figures helped Rodin to investigate the expressive possibilities of the human physique. Rodin must surely have taken Michelangelo's *Medici Madonna* as the motif for *Mère et enfant*.

Rodin's delicate technique of applying several layers of an intense black ink wash and diluted white gouache over the pen markings, creates a playful effect with contrasting shadow and light. The silhouette of the Mother and Child emerge in the center of the composition, fading away in a mysterious darkness at the bottom of the grouping. The contours of the Mother and Child are accentuated with subtle pen strokes, most notably on the extended arms of both figures, the flank of the Mother and the Child's head. This painterly effect of dark and light create a three-dimensional depth to the figures. In the background we can see a lightly sketched boat appearing on the horizon. In other drawings Rodin has often depicted maternal



Michelangelo Buonarroti (1475-1564), *Madonna Medici*, 1521/34, Church of San Lorenzo, Sagrestia Nuova, Florence.



Auguste Rodin (1840-1917), *Portrait of William E. Henley*, 1882, Cleveland Museum of Art, USA.

figures and boats alongside one another. The relationship between the subjects is not confirmed, however Caroline Lampert has interpreted the boat in *Mère et enfant* as Charon's boat stemming from Greek mythology. Charon was the ferryman of Hades, who features of course in Dante's *La Divina Commedia*.

The 'black' drawings were initially only seen by a select group of friends and admirers. Many of the works were given to or purchased by intimates and remained in private hands for a long time. Rodin dedicated *Mère et enfant* to William Ernest Henley (1849 – 1903), who was an Englishman of Scottish origin. He was a renowned and important literary critic and poet, and was a dear friend of novelists George Meredith and Robert-Louis Stevenson, with whom he wrote several theater plays. Henley had lost his leg at the age of 12 following a diagnosis of tuberculosis. This life event became the inspiration for the character of Long John Silver from Stevenson's adventure novel

*Treasure Island* (1883). At the time he met Henley, Rodin's career was yet to take off in Paris, whereas in London he had already established a considerable level of recognition. An instant friendship was born, and Henley introduced Rodin to a network of influential writers and critics in Great Britain.

The first time the 'black drawings' were introduced to a broader audience was when a selection was reproduced in Leon Maillard's publication *Etudes sur quelques artistes originaux, Auguste Rodin Statuaire* in 1899. In the same year, the works were exhibited at the Carfax Gallery in London, followed by a solo exhibition in Paris that Rodin organised himself. For the past century, this group of delicate and yet powerful drawings, are considered to be Rodin's most desirable series of works on paper. They have been the subject of considerable critical attention: for example, the present work *Mère et enfant* was included in the major survey of Rodin's work held at the Royal Academy of Arts in London (2006).

## PROPERTY OF A PRIVATE COLLECTOR

6

### AUGUSTE RODIN (1840-1917)

*Age d'airain, petit modèle dit aussi 2ème réduction*

signed 'Rodin' (on the base), inscribed with the foundry mark 'Alexis Rudier Fondateur Paris' (to the verso) and stamped with the raised signature 'A. Rodin' (on the inside of the base)

bronze with black-brown patina

64.5 cm (25 3/8 in). high

Conceived between 1875 - 1877, this reduction from November 1904.

This bronze version cast by the Alexis Rudier Foundry between 1935 - 1945.

£100,000 - 150,000

€120,000 - 170,000

US\$130,000 - 200,000

This work will be included in the forthcoming *Auguste Rodin catalogue critique de l'oeuvre sculpté* currently being prepared by the Comité Auguste Rodin at Galerie Brane & Lorenceau under the direction of Jérôme Le Blay.

### Provenance

(Possibly) Marcel Cachin Collection, Paris.

Charles & Colette Cachin Collection, Paris (in the 1950s).

Olivier Ferrer-Cachin Collection, London (by descent from the above).

Thence by descent to the present owners.

### Literature

G. Grappe, *Catalogue du Musée Rodin*, Paris, 1929 (plaster version illustrated p. 31)

M. Aubert, *Rodin Sculptures*, Paris, 1952 (another cast illustrated pl. 11).

C. Goldscheider, *Rodin*, Paris, 1962 (another cast illustrated pp. 54 - 55).

A. E. Elsen, *Rodin*, New York, 1963 (another cast illustrated p. 20)

I. Jianou & C. Goldscheider, *Rodin*, Paris, 1967 (other casts illustrated pls. 6 & 7)

R. Descharnes & J.-F. Chabrun, *Auguste Rodin*, London, 1967 (larger cast illustrated p. 53 & plaster version illustrated p. 54).

J. L. Tancock, *The Sculpture of Auguste Rodin, The Collection of the Rodin Museum Philadelphia*, Philadelphia, 1976, pl. 64 (larger cast illustrated pp. 343 & 345).

C. Goldscheider, *Auguste Rodin, catalogue raisonné de l'oeuvre sculpté*, Vol. I, 1840 - 1886, Paris, 1989, no. 95d (other casts illustrated pp. 114, 115 & 117).

I. Ross & A. Snow (eds.) in association with The Iris & B. Gerald Cantor Foundation, *Rodin, A Magnificent Obsession*, London, 2001, no. 17 (another cast illustrated p. 28).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of works in the Musée Rodin*, Vol. I, Paris, 2007 (plaster version and other casts illustrated pp. 121 - 128).





*Age d'airain*

---

**Auguste Rodin**





Michelangelo Buonarroti (1475-1564), *The Dying Slave*, 1513-1515, Louvre, Paris.



Auguste Neyt, model for *Age d'airain*.

*Age d'airain* is a work of unprecedented importance within the oeuvre of Auguste Rodin. It transformed European sculpture and truly set the artist on his path as the father of modern sculpture. Initially causing huge controversy through its unfathomable perfection, critics soon realised the importance of both the sculpture and indeed its author. With versions of the figure in major public collections such as the Victoria & Albert Museum, London, the Metropolitan Museum of Art, New York and of course the Musée Rodin in Paris, it is undeniable how key this work is to our appreciation of sculpture as a medium.

Rodin began his work on *Age d'airain* in Brussels after an inspirational trip to Italy in 1876, where his exposure to the Florentine masters Donatello and Michelangelo had a profound effect on him, particularly Michelangelo's *Dying Slave* with which we can draw a clear comparison with *Age d'airain*. His chosen model was Auguste Neyt, a Belgian soldier, and not a professional model. It was through his form that Rodin sought a raw naturalness in place of an exaggerated pose. This is an early example of Rodin's desire to strip away the narrative of myth and allegory from academic sculpture and to explore the natural elements of the human form. He dismissed the gods and muses of Neo-Classical tradition and focused on the distinctly human characteristics of psychology and physicality, making his surfaces rougher and more unfinished in contrast to the polished idealised figures of his predecessors like Jean-Baptiste Carpeaux and Albert-Ernest Carrier-Belluèse. As a naturalist, Rodin was more concerned with character, emotion and movement: it is this appreciation for the subtlety of movement that perhaps stems from the influence of his

teacher Antoine-Louis Barye, who paid great attention to the details of animals in motion. Auguste Neyt provided a figure that offered Rodin the chance to depict both an outer physicality as well as the inner emotional conflict of the modern man.

*Age d'airain* recalled an early era in the history of humankind, a suspended moment of self-awareness and human awakening. It possesses a mastery of light, form and shadow, with rugged textured surfaces, all of which add to the work's startlingly realistic presence. After its unveiling at the Salon in Paris in 1877, the perfect realism of *Age d'airain* caused many critics to believe it was in fact a *surmoulage*, cast directly from the body of the model. Whilst fighting to deny these allegations, Rodin's notoriety was in fact boosted by the affair and it eventually led to the French government both purchasing a version of the work, in addition to commissioning *La porte de l'enfer* in 1880 - one of Rodin's most celebrated works. We can see the true precision of the *Age d'airain* from the photograph of Neyt, taken by Gaudenzio Marconi, a prolific photographer of nudes. Through studying this image, Rodin's masterful execution of the sculpture is only emphasized and his brilliance in capturing the human profile reinforced.

Auguste Rodin's combination of a boldly modern approach to form and finish, whilst maintaining a respect for sculptural tradition through his focus on the human form, is as remarkable today as it was during his lifetime. His sculptures are still revered for their beauty, emotional power and technical brilliance, with *Age d'airain* considered amongst his finest work. As one of Rodin's earlier works and the catalyst of his international renown, there is no denying its pivotal importance.

7 \*

**GUSTAVE LOISEAU (1865-1935)**

*Usine au bord de l'Oise*

signed and dated 'G Loiseau 1906' (lower left)

oil on canvas

50.8 x 61cm (20 x 24in).

Painted in 1906

**£60,000 - 80,000**

**€69,000 - 92,000**

**US\$79,000 - 110,000**

The authenticity of this work has kindly been confirmed by Monsieur Didier Imbert. This work will be included in the forthcoming Gustave Loiseau *catalogue raisonné*, currently being prepared.

**Provenance**

Princess Ashraf Pahlavi of Iran Collection.



**PROPERTY FROM A PRIVATE AUSTRIAN COLLECTION**

8

**PIERRE-AUGUSTE RENOIR (1841-1919)**

*Nature morte aux pêches*

signed 'Renoir' (lower left) and inscribed '145' (lower centre)

oil on canvas

20.3 x 30.5cm (8 x 12in).

Painted circa 1905

**£100,000 - 150,000**

**€92,000 - 140,000**

**US\$110,000 - 160,000**

This work will be included in the forthcoming *Pierre-Auguste Renoir Digital Catalogue Raisonné*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

**Provenance**

Ambroise Vollard, Paris (acquired directly from the artist; until 1919).

Galerie Beyeler, Basel.

Anon. sale, Hôtel Drouot, Paris, 24 February 1950, lot 39.

Stavros S. Niarchos Collection, Paris; his sale, Sotheby's,

London, 28 June 1972, lot 21.

Blair Lang, Toronto (acquired at the above sale).

Acquired from the above by the present owner (circa 1990).

**Literature**

A. Vollard, *Pierre-Auguste Renoir, Tableaux, Pastels et Dessins*, Paris, 1918 (San Francisco, 1989, revised edition), no. 425 (illustrated p. 106).

G.-P. & M. Dauberville, *Renoir, catalogue raisonné des tableaux, pastels, dessins et aquarelles*, Vol. IV, 1903 - 1910, Paris, 2012, no. 2743 (illustrated p. 54).



9 \*

**PIERRE-AUGUSTE RENOIR (1841-1919)**

*Buste de femme*

signed 'Renoir.' (upper left)

oil on canvas

36.7 x 28.5cm (14 7/16 x 11 1/4in).

Painted in 1911

**£300,000 - 500,000**

**€350,000 - 580,000**

**US\$390,000 - 660,000**

This work will be included in the forthcoming *Pierre-Auguste Renoir Digital Critical Catalogue*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

**Provenance**

Ambroise Vollard, Paris (acquired directly from the artist, until 1919).

Etienne Bignou, Paris.

J. M. Fontanille Collection, Paris (1978).

Private collection, Japan.

**Literature**

A. Vollard, *Pierre-Auguste Renoir, Tableaux, Pastels et Dessins*, Paris, 1918 (San Francisco, 1989, revised edition), no. 512 (illustrated p. 129).

G.-P. & M. Dauberville, *Renoir, catalogue raisonné des tableaux, pastels, dessins et aquarelles*, Vol. III, 1895 - 1902, Paris, 2010, no. 2260 (illustrated p. 323; dated *circa* 1900).



10<sup>AR</sup>

**GEORGE GROSZ (1893-1959)**

*Caféhausszene*

inscribed 'N° 126 Cassirer' (lower left); stamped with the artist's estate stamp and inscribed '3 70 3' (verso)

reed pen and India ink on paper

63.1 x 41.3cm (24 13/16 x 17 1/16in).

Executed in 1923

**£28,000 - 35,000**

**€32,000 - 40,000**

**US\$37,000 - 46,000**

The authenticity of this work has kindly been confirmed by Herr Ralph Jentsch. This work will be included in the forthcoming George Grosz *catalogue raisonné* of the works on paper, currently being prepared.

**Provenance**

The artist's estate.

Anon. sale, Dorotheum, Vienna, 28 November 2006, lot 31.

**Exhibited**

Berlin, Galerie Bruno Cassirer, 1929, no. 126.

In the beginning of the year 1912, Grosz moved from Dresden to Berlin. It was then in 1915 that he had reached in his drawings the 'knife-hard style' that he needed to draw what he saw and what he became famous for. With a tremendous *joie de vivre*, Grosz hurled himself into the big-city life, capturing busy streets scenes with all sort of types, and also bar, coffeehouse and restaurant scenes, the subject of people varying from grotesque looking figures to adventurous, ugly and sinister ones.

Dance bars and coffee houses with music bands playing away belonged to Grosz's preferred hunting grounds. Nothing escaped his obsessive observation and he mercilessly captured everything he saw and witnessed in his drawings, as he would do on other occasions, observing petty bourgeoisie, the outbreak of political revolt or the struggle for survival of the poor ones. In this very drawing, the artist captured people sitting at small round coffee tables, drinking and smoking gaily away. Standing nearby there are two elderly neatly dressed up men talking to each other, while a waiter busily carries a tray with a bottle and glasses to another table.

Before the war, Grosz had planned to publish a large, three-volume work with the title *Die Hässlichkeit der Deutschen (The Ugliness of the Germans)*, as expression of his pronounced negative image of man. In this very drawing, Grosz used mainly the fine pen and ink and only few lines of the reed pen in order to execute this Berlin coffeehouse scene, unmasking with exact details the definitely not endearing characters of the people occupying this place.

Text by Ralph Jentsch, Berlin & Rome.





1925 Café

**PROPERTY FROM THE COLLECTION OF THE LATE  
BRUNO HERLITZKA**

11 <sup>AR</sup>

**MAX PECHSTEIN (1881-1955)**

*Dorfstraße*

signed and dated 'HMPechstein 1920' (lower left)

gouache, watercolour and pencil on card

41.6 x 53cm (16 3/8 x 20 7/8in).

Executed in the summer of 1920 in Nida, Lithuania

**£25,000 - 35,000**

**€29,000 - 40,000**

**US\$33,000 - 46,000**

The authenticity of this work has kindly been confirmed by Herr  
Alexander Pechstein.

**Provenance**

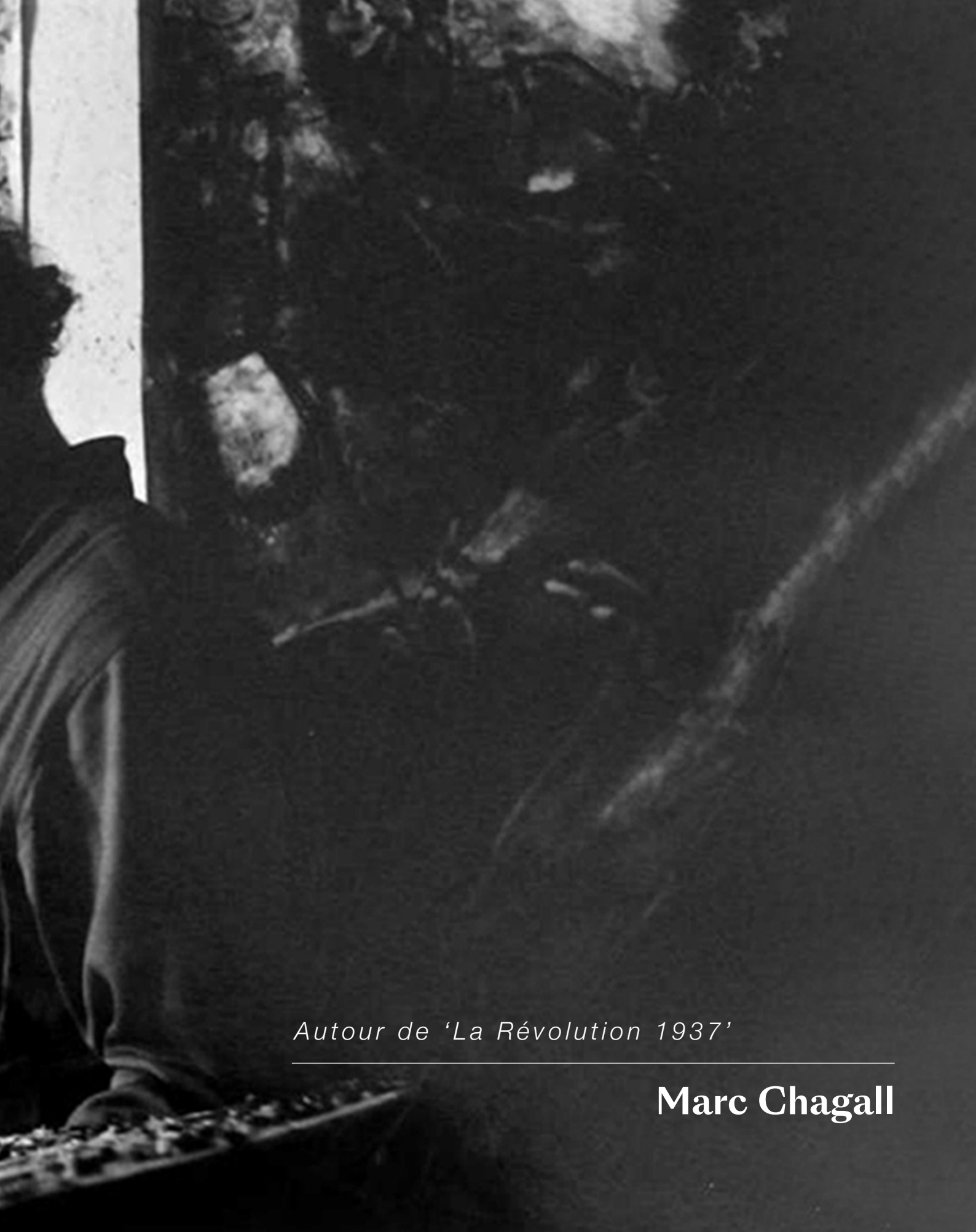
Bruno Herlitzka Collection, Rome.

Private collection, Rome (by descent from the above).

The present work depicts the village of Nida, Lithuania. Between 1909  
and 1939 Max Pechstein visited this place near the Ostsee on several  
occasions during the summer months. He considered this place to be a  
painter's paradise, and found inspiration in the beautiful surroundings.







*Autour de 'La Révolution 1937'*

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**Marc Chagall**

**PROPERTY FROM A PRIVATE EUROPEAN COLLECTION**

12<sup>AR</sup>

**MARC CHAGALL (1887-1985)**

*Autour de 'La Révolution 1937'*  
signed 'Chagall' (lower right)  
oil on canvas laid down on board  
31.8 x 40cm (12 1/2 x 15 3/4in).  
Painted between 1945 - 1950

**£300,000 - 500,000**

**€350,000 - 580,000**

**US\$390,000 - 660,000**

The authenticity of this work has kindly been confirmed  
by the Comité Marc Chagall.

**Provenance**

Contini Galleria D'Arte, Venice.

Private collection, Europe (acquired from the above).





Marc Chagall (1887-1985), *Le Cirque*, 1957, lithograph, Private Collection.

*Autour de 'La Révolution 1937'* depicts a scene to which Marc Chagall returned time and time again throughout his life, one that encapsulated many of the themes and motifs so beloved of the artist. Chagall first depicted the Russian Revolution of 1917 in a series of oil paintings begun in 1937, to mark the twentieth anniversary of the revolution. One such piece, that would eventually be divided into three separate works entitled *Résistance*, *Résurrection* and *Libération*, was ambitious in scale and conception and was, in many ways, Chagall's answer to his friend Pablo Picasso's masterpiece of the same year, *Guernica*. Chagall had come of age during the October Revolution, returning to Vitebsk following his first trip to France in 1914, and his career was forged in the aftermath of so much political upheaval. He was for some years involved with the leading figures of the Supremacist movement, Malevitch and Lissitzky, as they were teaching together at The People's Art School in Vitebsk, but soon Chagall returned to France indefinitely. His Russian identity remained a central part of his artistic vision, however, as evinced most clearly in the Revolution scenes.

Throughout the *Révolution* series, the construction of these works is largely the same: to the left of the composition is a throng of revolutionaries, pressing forward with raised arms and the red banners of the Bolsheviks. Across the centre of the piece, comparatively

isolated, are the figures of a seated rabbi, contemplating the Torah, and Lenin. Lenin is somewhat comically represented in the midst of a hand-stand, addressing the revolutionaries and pointing towards the right-hand side of the scene. In this far corner, Chagall depicts a familiar scene full of elements one would find throughout his work: musicians, farm animals, the rooftops of his home village and, of course, the lovers. In the very centre of the right-hand side is a large sun, radiating warmth and life. Chagall seems to say that after the violence of conflict must come the joy and imagination of freedom and self-expression, or as Franz Meyer described it, 'to interpret the picture, one must start from the contrast between the left and right halves. The political revolution, the actual uprising on the left is balanced on the right by the artistic-human revolution proclaimed by Chagall. Its manifestations are not guns and slogans, but music and love' (F. Meyer, *Marc Chagall, Life and Work*, New York, 1963, p. 414).

Chagall would return again to the theme of the Revolution in 1945, in the wake of the Second World War. It was in this context that the present work, *Autour de 'La Révolution 1937'*, was created. Chagall had endured the war years in New York – being a Russian Jew, Chagall had been devastated during his exile by what he heard from





Marc Chagall (1887-1985), *Esquisse pour La Révolution*, 1937, Collection Centre Pompidou, Paris.



The People's Art School, Vitebsk Yuri (Yehuda) Pen (third from left), Marc Chagall (centre), Vera Ermolaeva (second from right), Kazimir Malevich (right).

friends in Europe, and longed to return to France but did not know if this would ever be possible. Painted between 1945 and 1950, the present work takes the key figures present in his earlier iterations and changes them into something markedly more joyous and apolitical. The crowd of revolutionaries with banners is still present to the right of the composition, yet they celebrate rather than throng. In the background we see a village with rooftops, and a family watching the scene, looking towards the central protagonists who are no longer the recognisable figures of the rabbi and Lenin. The rabbi is now an old musician, resting his violin against his leg, and Lenin has transformed into Chagall's beloved acrobat.

The decision to replace the revolutionary political figure with an acrobat is telling: this is a celebratory image, with the artist choosing to focus almost solely on the 'music and love' noted by Meyer. This is less a depiction of the October Revolution, and more the scene of a village fete. Following the Second World War, Chagall had made a conscious decision to look towards the beauty and love he observed in the world, and away from the terrible violence that had befallen so many of his contemporaries during the conflict. The artist's positive expression in the face of great suffering sets Chagall apart from many of his contemporaries, who used art to process the horrors of the previous

decade. This decisive optimism is reflected in the present work, where the choice of motifs and characters reflects an evident joy: '[Chagall's] most characteristic work possesses a joie de vivre, a playful wit and sense of the fantastical rarely found in the art of any period' (M. Bohm-Duchen, *Chagall*, London, 1998, p. 4).

Since his early visits to the *Cirque d'hiver* alongside his dealer Ambroise Vollard, Chagall had been entranced by the spectacle of the circus. The acrobats, horse-back riders and clowns began to take a prominent position within his visual lexicon, representing the tragedy and joy he observed in humanity. The sweeping crescents depicting the crowds at the circus is echoed in the swelling crowd of revolutionaries. The same visual construct, depicting two very different emotions: celebration and revolt. In *Autour de 'La Révolution 1937'* we see Chagall employing the construction of his celebrated Revolution series, but here, at the very moment at which Europe emerged from the bloody conflict, he fills the scene with characters from a very different world. Music, dance and love were the vehicles through which peace and prosperity could be achieved, as opposed to faith and thought. Chagall continued to contemplate his own work throughout his career, and here he demonstrates with great visual flair and clarity his confidence in the joys of life, and his hope in mankind.

**PROPERTY FROM A PRIVATE COLLECTION, SPAIN**

13<sup>AR</sup>

**LÉONARD TSUGUHARU FOUJITA (1886-1968)**

*Vierge et enfant*

signed 'Foujita' (lower left)

oil and gold leaf on canvas

22 x 16.1cm (8 11/16 x 6 5/16in).

Painted *circa* 1953

**£100,000 - 150,000**

**€120,000 - 170,000**

**US\$130,000 - 200,000**

The authenticity of this work has kindly been confirmed by Madame Sylvie Buisson. This work will be included in Vol. IV of the forthcoming Léonard Tsuguharu Foujita *catalogue raisonné*, currently being prepared.

**Provenance**

Galerie Romanet, Paris.

Private collection, Spain (acquired from the above in 1953).

Thence by descent to the present owner.

**Exhibited**

Bilbao, Galeria Alonso (organised by Galerie Romanet),

2 - 22 December 1953.



## Léonard Tsuguharu Foujita



Léonard Tsuguharu Foujita (1886-1968), *Madonna et enfant*, c. 1920, Vatican Museums, Rome.

The 1950s was a transformative decade in the life and career of the Japanese painter Léonard Tsuguharu Foujita. He had endured the war years in Japan, where he was commissioned by the Emperor to act as the official artist to the war effort, yet he longed for Paris and a return to the fertile creative atmosphere of Montparnasse. Foujita had enjoyed considerable fame in France during the 1920s and 1930s, where his distinctive painting style drew crowds at his shows held at the Galerie Chéron and Galerie Paul Pétrides. Alongside his friends, Amedeo Modigliani, Moïse Kisling, Ossip Zadkine and Kees van Dongen, he remained at the centre of the *demi-monde* throughout this period, a frequenter of the brasseries and studios of Montmartre and Montparnasse.

Throughout the war, Foujita remained determined to return to Europe, and finally in 1949 he left Japan for New York where he staged a triumphant return to the international stage with an exhibition at Mathias Komor Gallery and Galerie Paul Pétrides. When the show left New York for Paris so did Foujita, alongside his wife Kimiyo. The years immediately following his return to France were filled with activity, and Foujita drew great inspiration from the European tradition. Characterised by a more playful style but retaining the rigorously fine



Simeone Martini (1280/85-1344), *Mary with Child*, Pinacoteca Nazionale, Siena.

application and technique of his earlier work, the works from the 1950s often depict children or women in traditional European dress, with motifs taken from medieval religious painting.

Foujita took French citizenship in 1955, and in 1959 he completed his conversion to Catholicism by being baptised under the Western name 'Léonard' (after Leonardo da Vinci). These landmark events in Foujita's life prompted an occidentalisation of his work, which can be seen in the present work, *Vierge et enfant*. Created during Foujita's immersion in a very European painterly tradition of sacred and devotional images, *Vierge et enfant* is reminiscent of gold-ground icons and altarpieces by painters such as Duccio, Simone Martini and Giotto.

As Sylvie Buisson notes: 'the virgin and child remains a recurring theme, inspired by the Florentine and Siena Renaissance Madonnas from Raphaël to Vinci. They are also as close to the synthetism of Brancusi and of Modigliani as to that of Utamaro in the shaping of form and the purity of line. The use of gold leaf is common to both Western and Oriental cultures' (S. Buisson, *Foujita, Le maître japonais de Montparnasse*, 2004, p. 184).



Fujita and his wife Kimiyo, 1958.

The image is unquestionably religious: the Madonna wears her blue mantle, decorated with stars just as she would have been presented by the painters of the *Quattrocento*, while she gazes solemnly at the Christ child. He is dressed regally in red, with his face modelled with the utmost delicacy, in keeping with Foujita's fine technique. Foujita had been astounded by early Renaissance painting during his visit to the Vatican to meet Pope Benedict XV, in particular the Cappella Niccolina where he saw the serene frescos of Fra Angelico, with their accents of gold and lapis.

Foujita had in fact used gold ground since the late 1910s in his works, having observed works in the Louvre and using the metal to create an aura of majesty and sumptuousness. His first use of a precious ground was as early as 1917, when he used a silver ground in *Cinq graces dans un paysage d'hiver* (S. Buisson no. 17.21), swiftly followed by his first exploration in the use of gold in *La mort de Bouddha* (S. Buisson no. 17.40). This small work on paper treated another religious subject of course, but already in this year Foujita began to depict images of nuns at prayer and, crucially, the Virgin and Child. The styling of these portraits at this time retained the primitivism that so fascinated Foujita and his friend Modigliani, and these works closely relate to late

Medieval works of artists like Cimabue. By 1953, when he painted *Vierge et enfant*, these devotional images had developed in style, now taking more from the Renaissance masters such as Raphael in the less formal rapport between mother and child, and the soft fall of drapery, now much more naturalistic and tender.

*Vierge et enfant* is a stunning example of Foujita's renewed fascination with the theme of the Virgin and Child, to which he returned with gusto in 1953. This work was among the group of paintings completed by the artist in preparation for a series of exhibitions organised by Galerie Romanet in North Africa and Spain. As Sylvie Buisson states: 'the majority of the oils exhibited in North Africa were painted off the stretcher. They were subsequently fixed to fine wood panels and framed under glass. Foujita even transported many of the oils there himself, in his suitcase' (S. Buisson, *Léonard Tsuguharu Foujita, ACR Edition*, Vol. II, Paris, 2001, pp. 118 - 119). The scope of this touring show is a testament to Foujita's international renown following the war, and demonstrates the international following that he had attained. Purchased from the Bilboa leg of this touring exhibition, this work has remained in private hands since the year it was completed.

14<sup>AR</sup>

**VALENTINE HUGO (1887-1968)**

*L'esprit du vin ou l'alcoolisme*

oil and *grattage* on canvas

79.5 x 64cm (31 5/16 x 25 3/16in).

**£7,000 - 9,000**

**€8,100 - 10,000**

**US\$9,200 - 12,000**

**Provenance**

The artist's studio; sale, Ader & Picard, Paris, 16 October 1968.

Galerie Di Meo, Paris.

Vera & Arturo Schwarz Collection, Milan (acquired from the above in May 1991).

Loaned by the above to the Israel Museum, Jerusalem (in 1998); their sale, Christie's, Paris, 8 June 2018, lot 161.

Acquired at the above sale by the present owner.

**Exhibited**

Jerusalem, The Israel Museum, *Dreaming with Open Eyes, The Vera, Silvia, and Arturo Schwarz Collection of Dada and Surrealist Art in the Israel Museum*, 21 December 2000 – 9 June 2001, no. 359.

Rome, Complesso Monumentale del Vittoriano, *Dada e surrealismo riscoperti*, 9 October 2009 - 7 February 2010.



## PROPERTY FROM A PRIVATE COLLECTION, BELGIUM

15<sup>AR</sup>

### PAUL DELVAUX (1897-1994)

#### *Les mystérieuses*

signed, inscribed and dated 'LES MYSTERIEUSES P. DELVAUX 12 - 81' (lower right); signed and inscribed 'Ceci est une peinture à l'huile sur papier représentant "Les mystérieuses". Boitfort, le 11 - 2 - 82 - P. Delvaux' (verso)

oil, pen and India ink on paper

76.6 x 107.8cm (30 3/16 x 42 7/16in).

Painted in December 1981

**£120,000 - 180,000**

**€140,000 - 210,000**

**US\$160,000 - 240,000**

The authenticity of this work has kindly been confirmed by the Fondation Paul Delvaux.

#### **Provenance**

A gift from the artist to a descendant (late 1980s); their sale, Christie's, London, 5 February 2008, lot 596.

Acquired at the above sale by the previous owner; their sale, Christie's, London, 5 February 2009, lot 157.

Private collection, Belgium (acquired at the above sale).

#### **Exhibited**

Osaka, Daimaru Museum, Umeda, *Paul Delvaux*, 1 - 13 November 1989, no. 45 (later travelled to Kyoto, Tokyo, Himéji & Yokohama).

Paris, Grand Palais, *Rétrospective Paul Delvaux*, 7 - 24 November 1991.

Osaka, Daimaru Museum, Umeda, *Paul Delvaux, Exposition du centenaire*, 9 October - 27 October 1996, no. 39 (later travelled to Yamaguchi, Chiba, Kyoto & Tokyo).

Niigata, Niigata Museum of Art, *Portraits et autoportraits de Paul Delvaux*, 19 June - 25 July 2004, no. 20 (later travelled to Miyazaki, Fukuoka, Nagoya & Fukushima).

St. Idesbald, Musée Paul Delvaux, on loan 2006 - 2007.





## Paul Delvaux



William Adolphe Bouguereau (1825–1905), *The Bathers*, 1879, Art Institute of Chicago, USA.

Depicting his most beloved and enduring subject, *Les mystérieuses* issues from Paul Delvaux's mature period when he was already a celebrated and publicly recognised artist. The 1960s and 1970s had been an immensely fertile and prolific time for the artist, described by one commentator as 'the second flowering of his genius' where he 'combined and reinterpreted elements in his paintings that were fundamental to the structure and iconography of the ones he had painted thirty and forty years before' (D. Scott, *Paul Delvaux, Surrealising the Nude*, London, 1992, p. 112). By the early 1980s, when the present work was executed, Delvaux had begun to create compositions which were less fraught, and to distil his imagery,

choosing to focus on certain key motifs while other subjects – such as the train, skeleton and architectural elements – began to fall away.

The portrayal of women continued to be a major preoccupation for Delvaux, as it had been since the late 1920s when he first incorporated the subject of the female nude into his *oeuvre*. In the later works the women adopt more meditative personae, yet they remain, clothed or nude, his omnipresent protagonists and signifiers of the unfathomable mystery which pervades his compositions.

From a biographical perspective, there were several important women in Delvaux's life who could have acted as the catalyst for his obsession with the subject. From childhood Delvaux was unconditionally devoted to his caring though severe mother. Later, he suffered emotional distress following the prevention of his marriage to Tam due to his parent's strong opposition to their union (it was only a fortuitous meeting in 1952 which would bring them together again). Indeed, the representation of seemingly the same almond-eyed woman time and again in his works can be read as the echo of Tam's lingering presence. Delvaux was, however, resistant to any such explanations of his work: 'It's always the same woman that comes back with – when clothed – the same dress or clothes. When they are nude, of course I have a model that gives me approximately the same anatomy as a consequence. But the question is not to change the element – the question is to change the climate of a painting; even with people who are the same we can make things completely different' (Paul Delvaux quoted in Z. Bathelman & J. Van Deun, *Odyssey of a Dream*, Saint-Idesbald, 2007, p. 47). In *Les mystérieuses*, the fact that each woman, though distinguished by differing hair colour and styles, bares a striking facial resemblance to his model of almost twenty years, Danielle Caneel, is incidental to the atmosphere evoked.

For Delvaux, the women of his works were outside of narrative, outside even of finite time, and so, free from our historically bound interpretations of the nude. As Mira Jacob explains: 'The woman who reigned over the world of Paul Delvaux is Eve rather than Venus. She is not unclothed but naked and therefore outside of the realms of sensuality...Real yet inaccessible, recognizable yet mythical, these personages belong not to this world but to the magical world of poetry, they are participants in a rite at whose meaning we can guess but to which access is denied us' (M. Jacob, *Paul Delvaux, Graphic work*, Monaco, 1976, p. 9).

In the present work, aptly titled *Les mystérieuses*, Delvaux presents an enigmatic grouping of seven women, naked to the waist. In accordance with Delvaux's habitual depiction of women, despite their close proximity to one another, they appear isolated and estranged. Engaged in their own particular reverie, each figure appears entirely self-absorbed, with eyes never meeting and averted from the viewer. As Delvaux explained in an interview to the writer, Jacques Meuris, 'I have at times depicted several women...yet each one of them was always alone' (Paul Delvaux quoted in M. Jacob, *ibid*, p.16). This pervasive sense of solitude was deliberately evoked by Delvaux to emphasise alienation from the beholder. Crucially, these women



Paul Delvaux in his Veurne workshop with *Les mystérieuses*, 1987.

remain unaffected by an outside presence and yet our encounter with them prompts an appreciation of ‘poetry’ which arises from a strange anachronism of unexpected elements.

In *Les mystérieuses*, the depiction of nude women is, of itself, not an uncommon motif in the academic tradition of painting. Yet, despite their association with the serene beauties of Botticelli or Bouguereau, Delvaux deliberately adds surprising elements to subvert our taught responses to the genre. The modern hairstyles of the figures disassociate them from the female protagonists of the Renaissance or classical antiquity, while the appearance of the blue hat is so incongruous in the context of the subject’s otherwise total nudity that it provokes a rupture in our appreciation. In contrast to Dalí’s fantastical dreamscapes or Magritte’s impossible grouping of objects – Paul Delvaux presents us with a scene drawn from reality but fundamentally mysterious, here transfiguring his women into focal points for the uncanny: namely, the intersection between the strange and the familiar.

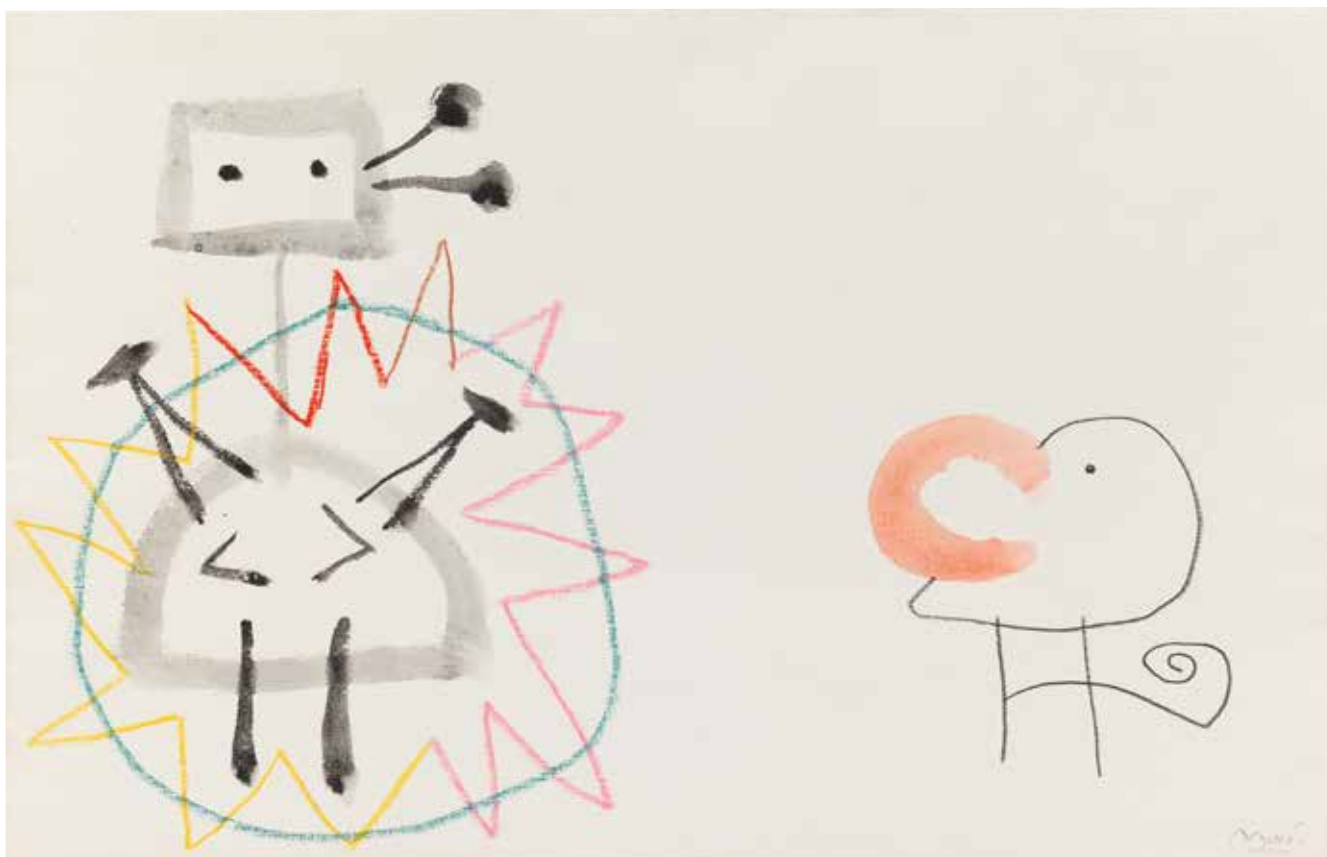
‘My entire life, I have tried to transcribe reality to make it a sort of dream where the objects – although keeping a realistic appearance – take on a poetic significance. The painting becomes, then, a fiction where each object has a logical place. What is curious is that my paintings all seem complicated at the beginning even though the solution is always simple’ (Paul Delvaux quoted in Z. Bathelman & J. Van Deun, *op. cit.*, p. 62).

According to David Scott, it is this skewing of conventionally recognisable elements and its subsequent problematizing which makes his work Surreal. Delvaux, on the contrary, remained persistently equivocal with regards to his relationship with the

movement: ‘I have been told I’m a Surrealist. I don’t say I’m not, but I’m not really sure that I am one...I’m not interested in defining myself’ (Paul Delvaux quoted in A. Terrasse, *Paul Delvaux*, Paris, 1973, p. 13). An individualist to the end, what remained indispensable for Delvaux was the emotion caused, not by the image itself, but by the interstices of meaning it provoked. A sensation which Delvaux attributed as stemming from the realm of poetry.

Exceptionally large and widely exhibited, *Les mystérieuses* is richly worked with impastoed oil, imbuing it with a luminosity more akin to a painting on canvas rather than a work on paper. The major compositions on this support were of a more domestic size than his monumental canvases yet conceived of as finished works in and of themselves. Importantly, the tightened format forced Delvaux to concentrate the essence and poetry of his scene and to foreground the process of its creation. In the present work, the hand of the artist is keenly felt through the multitude of feathered brushstrokes, while the close cropping of the figures, captured as if through the lens of the camera, serves to heighten the mystery of the scene implied through the countless possibilities of what is to be seen outside of the image frame.

Formerly on loan to the Musée Paul Delvaux, *Les mystérieuses* is one of the most important and exemplary works on paper from Delvaux’s mature period. Executed at a time when Delvaux preferred to use paper rather than canvas for his primary compositions in oil, *Les mystérieuses* remains exceptionally painterly in its handling, displaying an unparalleled intensity of light and colour.



**PROPERTY FROM A PRIVATE GREEK COLLECTION**

16<sup>AR</sup>

**JOAN MIRÓ (1893-1983)**

*Sans titre. Projet pour 'Ubu Roi'*

signed 'Miró.' (lower right) and with traces of an erased inscription (lower left)

watercolour, pastel, black crayon, brush, India ink and wash on paper  
32.2 x 50.4cm (12 11/16 x 19 13/16in).

Executed circa 1953

£18,000 - 25,000

€21,000 - 29,000

US\$24,000 - 33,000

The authenticity of this work has kindly been confirmed by ADOM.

**Provenance**

Tériade Collection, Paris.

Private collection, Greece (by descent from the above).



17<sup>AR</sup>

**OSSIP ZADKINE (1888-1967)**

*Le pacte d'amitié*

later signed and dated 'O. Zadkine '59' (lower left);

inscribed 'Le pacte d'amitié' (verso)

gouache on paper

59.5 x 42cm (23 7/16 x 16 9/16in).

Executed circa 1955

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 20,000

The present work is a study for the lithograph *La conversation* executed in 1955.

The authenticity of this work has kindly been confirmed by the Zadkine Research Center.

**Provenance**

André Soenens Collection, Belgium.

Gallery New Selection, Knokke (acquired from the above).

Private collection, Belgium (acquired from the above).

**PROPERTY FROM A PRIVATE ITALIAN COLLECTION**

18<sup>AR</sup>

**GIACOMO BALLA (1871-1958)**

*Motivo decorativo floreale, Balfiore arancione*

signed 'BALLA' (lower left)

gouache on card

24.4 x 17cm (9 5/8 x 6 11/16in).

Executed circa 1920 - 1925

**£25,000 - 35,000**

**€29,000 - 40,000**

**US\$33,000 - 46,000**

The authenticity of this work has kindly been confirmed by Dott.ssa  
Elena Gigli.

**Provenance**

Armando Ricci Collection, Rome (a gift from the artist, 1950s).

Anon. sale, Finarte, Rome, 8 November 1994, lot 46.

Galleria Rosini, Riccione.

Private collection, Bologna (acquired from the above in 1995).

**Exhibited**

Riccione, Galleria Rosini, *Quarant'anni dedicati all'Arte*, 1999.



**PROPERTY FROM A PRIVATE COLLECTION, ITALY**

19<sup>AR</sup>

**ALBERTO MAGNELLI (1888-1971)**

*Apertura di piani + cestello*

signed and dated 'Magnelli 15' (lower right)

oil and gouache on board

62.7 x 44.7cm (24 11/16 x 17 5/8in).

Painted in 1915

**£100,000 - 150,000**

**€120,000 - 170,000**

**US\$130,000 - 200,000**

The work was used to illustrate a lecture by Alberto Viviani, futurist poet and writer, held on 6 June 1939 in Turin.

The authenticity of this work has kindly been confirmed by Madame Anne Maisonnier.

**Provenance**

Alberto Viviani Collection, Italy (acquired directly from the artist).

Thence by descent to the present owner.

**Exhibited**

Florence, Piccolo Mondo, *Esposizione d'arte, 10 temi - tradizione e arte nuova*, April 1920.

Rome, Galleria Bragaglia Fuori Commercio, *Galleria (dipinti in visione)*, after 1932.

Florence, Studio A. Viviani, *Il futurismo ha mezzo secolo*, December 1959 - January 1960.

Milan, Centro d'Arte "Cultura e Costume", *Testimonianze del Futurismo*, February 1976 (also travelled to Florence).

Milan, Centro d'Arte "Cultura e Costume", *Gli Altri Del Futurismo, 40 artisti scelti nel vasto mare del Movimento al di là dei cinque firmatari del primo Manifesto della pittura*, 8 May - 12 June 1997.

**Literature**

P. Perrone Burali d'Arezzo, *Il secolo Futurista*, Milan, 2001 (illustrated p. 150).

A. Viviani & P. Perrone Burali d'Arezzo, *Giubbe Rosse, il caffè della rivoluzione culturale nella Firenze 1913 - 1915*, Milan, 2007, p. 289 (illustrated p. 43).





*Apertura di piani + cestello*

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## Alberto Magnelli





Alberto Magnelli (1888-1971), *Still Life with an Apple*, 1914, Musée National d'Art Moderne, Centre Pompidou, Paris.



Henri Matisse (1869-1954), *Le citron (Still Life with Lemons)*, 1914, Rhode Island School of Design Museum, USA.

'I think that a certain amount of colour, not on its own but next to others, glows and shines as if it were breaking up in a divisionist sense. Therefore the coldness that can appear is only valuable if it is separated' - Alberto Magnelli, letter to Ardegno Soffici, 17 January 1917

Alberto Magnelli stands apart as a figure in modern Italian art, and his early inventions such as those depicted in *Apertura di piani + cestello* from 1915 remain entirely his own. Born into an affluent Florentine family in 1888, Magnelli grew up surrounded by the legacy of the Italian Renaissance but came of age during a moment of artistic revolution. He was approached by the writer and thinker Filippo Tommaso Marinetti in 1911, who asked Magnelli to join the Futurist group that he had assembled in the cafes of Florence and Milan just two years before. He declined the invitation, preferring to continue along his own path, but in 1913 Magnelli made repeated visits to the Futurist exhibition organised by the *Lacerba* magazine at the Libreria Gonnelli. Until this point Magnelli - who was entirely self-taught - had looked primarily for inspiration in the Florentine masters of *fresco secco*, such as Paolo Uccello and Piero della Francesca. Subsequently Gustav Klimt's flattened realism and eye for pattern had influenced the young Florentine, following his exposure to the Austrian master's work at the Venice Biennale in 1910. But it was this crucial exposure to the work of Boccioni, Carrà, Russolo, Soffici et al. that informed Magnelli's art in a significant way.

Evidently impressed by the liberated modernity he saw at the Gonnelli, Magnelli even purchased Carrà's *La galleria di Milano* for his uncle, the collector, Alessandro Magnelli. In his works from this time, the influence of Futurism became coupled with the ideas and visual experiments happening in Paris, which Magnelli followed as closely as he could through publications such as Apollinaire's *Les Peintres cubistes* and *Du Cubisme* published by Gleizes and Metzinger. When the opportunity came to travel to Paris alongside the poet Aldo Palazzeschi in 1914, Magnelli did not hesitate: 'I met the painter Alberto Magnelli, whom I had known since childhood... "I am going to Paris. My train is today at 3pm."... Magnelli looked at me right in the eyes, all beaming, and speaking with resolution: "I am coming too"' (Aldo Palazzeschi quoted in *Magnelli*, exh. cat., Paris, 1989, p. 174).

Paris in 1914 was a hotbed of philosophical and artistic ideas, the like of which Magnelli had never experienced. There he met many of the protagonists of the day: Picasso, Gris, Archipenko and Apollinaire, who introduced him to Henri Matisse. Matisse's fauve pieces would, perhaps, have the greatest impact on Magnelli, who combined this striking use of pure colour with the visual cues of Futurism and Cubism to create his own unique visual language. One can clearly see the impact of Matisse's still lifes such as *Le Citron*, painted the year Magnelli visited his studio, on the Italian artist's works created thereafter, *Apertura di piani + cestello* being an obvious example with its bold blocks of colour and geometrically divided space.

Although he only spent six weeks in Paris, Magnelli returned to Florence with a new verve and multiple sources of inspiration. Whether it was Matisse's unbridled colour, Picasso's spatial development, the Delaunay's theoretical displays or De Chirico's poetic otherness, Magnelli brought together many of the various strands of Modernism and began his most intense period of creativity.

The present work encompasses this achievement of combining many of the developments he encountered in Paris within an entirely unique interpretation, creating pieces such as *Apertura di piani + cestello* which are immediately identifiable as coming from Magnelli's hand. This work began conception in 1914, the year of his Paris trip, in the form of a watercolour study. Magnelli then went on to further explore the composition in this large oil and gouache, finalising it in the early months of the following year. Still lifes became a focal point of Magnelli's work during this time, where he often used the simple shapes of everyday objects such as carafes of wine, coffee pots or a basket, as seen in the present work. These emblems of mundanity allowed the artist to explore his new interest in pure colour and abstraction, allowing the viewer's mind to recognise the elements despite the shocking simplification of form and total flattening of planes. He would continue exploring the possibilities of abstraction throughout the following years, beginning with these exploratory still lifes and culminating in his celebrated *explosions lyriques*. This exceptional work comes from the collection of Alberto Viviani, the futurist poet and contributor to *Lacerba*.

**PROPERTY FROM A PRIVATE ITALIAN COLLECTION**

20<sup>AR</sup>

**GIORGIO DE CHIRICO (1888-1978)**

*Il Trovatore*

signed 'g. de Chirico' (lower right)

oil on board

30.1 x 20.4cm (11 7/8 x 8 1/16in).

Painted *circa* 1973

**£100,000 - 150,000**

**€120,000 - 170,000**

**US\$130,000 - 200,000**

The authenticity of this work has kindly been confirmed by the Fondazione Giorgio e Isa de Chirico.

**Provenance**

Galleria Marescalchi, Bologna.

Private collection, Bologna (acquired from the above *circa* 1998 - 1999).

**Exhibited**

Bologna & Cortina, Galleria Marescalchi, 1998 - 1999.



21 AR W TP

**RENATO GUTTUSO (1912-1987)**

*Mosaico di figure*

signed and dated 'Guttuso 58' (centre right)  
oil and collage on paper laid down on canvas  
148 x 263.5cm (58 1/4 x 103 3/4in).  
Painted in 1958

**£60,000 - 80,000**

**€69,000 - 92,000**

**US\$79,000 - 110,000**

**Provenance**

Galleria Il Milione, Milan.

Guffanti Collection, Milan (by 1984).

Anon. sale, Finarte, Milan, 19 December 1991, lot 208.

Private collection, Asti (acquired at the above sale).

**Exhibited**

Milan, Galleria Il Milione, *Renato Guttuso*, 19 February - 7 March 1959,  
no. 18.

Minsk, Belarusian National History and Culture Museum, *Novecento  
Siciliano*, 22 October - 30 November 2003, no. 62 (later travelled to  
Moscow, Barcelona & Palermo).

**Literature**

*Settimo Giorno*, Milan, 13 November 1958 (detail illustrated).

G. Kaiserlian, 'Guttuso oltre il realismo', in *Rotosei*, Rome, 6 March  
1959, p. 72.

*Vie Nuove*, Rome, 7 March 1959 (illustrated).

M. de Micheli, *Renato Guttuso*, Sofia, 1970, no. 64, p. 128 (incorrectly  
dated 1964).

E. Gribaudo, *Renato Guttuso*, Milan, 1976, no. 73.

E. Crispolti, *Catalogo ragionato generale dei dipinti di Renato Guttuso*,  
Vol. II, Milan, 1984, no. 58/66 (illustrated p. 121).



22<sup>AR</sup>

**PABLO PICASSO (1881-1973)**

*Cinq taureaux*

stamped and dated '28.6.59. Madoura plein feu' (on the base)  
partially painted and incised ceramic bowl with knob handles  
*diameter 15.5cm (6 1/8 in).*

Executed on 28 June 1959, this work is unique.

**£40,000 - 60,000**

**€46,000 - 69,000**

**US\$53,000 - 79,000**

The authenticity of this work has kindly been confirmed by Monsieur  
Claude Picasso.

**Provenance**

Succession Picasso, no. 57973.

Marina Picasso Collection, France; her sale, Sotheby's, London, 25  
June 2015, lot 164.

Acquired at the above sale by the present owner.





23

**DIEGO GIACOMETTI (1902-1985)**

*Tête de lionne*

plaster

8cm (3 1/8in) high.

**£10,000 - 15,000**

**€12,000 - 17,000**

**US\$13,000 - 20,000**

The authenticity of this work has kindly been confirmed by Monsieur Gilles Perrault.

**Provenance**

The artist's estate.

A gift from Bruno Giacometti (the artist's brother) to the previous owner (in 1985); their sale, Artcurial, Paris, 5 June 2018, lot 202.

Acquired at the above sale by the present owner.



## Auguste Rodin

‘ I state quite clearly that when I have nothing to copy, I have no ideas; but when I see nature showing me forms, I immediately find something worth saying. ’



## PROPERTY OF A DISTINGUISHED PRIVATE COLLECTOR

24 \*

### AUGUSTE RODIN (1840-1917)

*Faunesse à genoux*

signed 'A. Rodin' (on the front of the base), inscribed and dated '© by musée Rodin 1966' and inscribed with the foundry mark 'Georges Rudier. Fondateur. Paris' (on the rim of the base) and stamped with the raised signature 'A. Rodin' (on the inside of the base)

bronze with black-brown patina

53.6cm (21 1/8in) high.

Conceived circa 1884, this bronze version cast in 1966 from an edition of 9 executed by the Georges Rudier foundry between 1954 and 1969.

£100,000 - 150,000

€120,000 - 170,000

US\$130,000 - 200,000

This work will be included in the forthcoming Auguste Rodin *catalogue critique de l'oeuvre sculpté* currently being prepared by the Comité Auguste Rodin at Galerie Brame & Lorenceau under the direction of Jérôme Le Blay.

### Provenance

Musée Rodin, Paris.

Charles Slatkin Galleries, New York (acquired from the above on 3 August 1967).

Mr & Mrs Charles H. Oestreich Collection, New York (acquired from the above on 24 August 1967).

Joan Oestreich Kend Collection (by descent from the above); her sale, Sotheby's, New York, 15 November 2016, lot 164.

Acquired at the above sale by the present owner.

### Exhibited

London, Bowman Sculpture, *Rodin, the Birth of Modern Sculpture*, 7 June – 27 July 2017, no. 3780.

### Literature

R. Descharnes & J.-F. Chabrun, *Auguste Rodin*, London, 1967 (another cast illustrated p. 77).

L. Goldscheider, *Rodin Sculptures*, London, 1970 (plaster version illustrated pl. 32).

J. L. Tancock, *The Sculpture of Auguste Rodin, The Collection of the Rodin Museum Philadelphia*, Philadelphia, 1976 (another cast illustrated p. 169).

A. Le Normand-Romain, *The Bronzes of Rodin, Catalogue of Works in the Musée Rodin*, Vol. II, Paris, 2007 (another cast illustrated p. 628).



'I state quite clearly that when I have nothing to copy, I have no ideas; but when I see nature showing me forms, I immediately find something worth saying and even worth developing. Sometimes one believes that there is nothing to be found in a model, and then nature suddenly reveals something of herself, a strip of flesh appears, and that scrap of truth reveals the whole truth and allows one to leap with one bound to the absolute principle that lies behind things' (A. Rodin quoted in (Auguste Rodin quoted in C. Lampert, *Rodin, Sculpture & Drawings*, exh. cat., London, 1986, p. 61).

Boldly expressive and daringly sensual, *Faunesse à genoux* is considered to be one of the early studies for August Rodin's career-defining commission, *La porte de l'enfer*. Rodin attained this prestigious, state-sponsored commission in 1880, when he was a relatively unknown, mid-career artist working for three francs an hour at the government ceramics factory in Sèvres. The project was initially conceived for the creation of a decorative door based upon Rodin's interpretation of Dante's *La Divina Commedia* and intended for the Museum of Decorative Arts in Paris. In the event, the Museum was not built, nor were the doors ever called for delivery by the government, yet Rodin had staked his entire career on the accomplishment of this audacious project and so, over the course of its realisation, it grew to become an emblem of Rodin's entire *oeuvre* - evolving into the most seminal work by one of history's greatest sculptors.

With funds from the commission Rodin hired numerous female models to inhabit his studios, enabling him to study and respond to the female form at any given opportunity. These models were a source of great inspiration for Rodin and he viewed the interaction between model and artist as integral to his working method: 'A model is...more than a means whereby the artist expresses a sentiment, thought or experience; it is a correlative inspiration to him. They work together as a productive force' (Auguste Rodin quoted in C. Lampert, *ibid.*, p. 82). Working quickly in the malleable clay, Rodin was able to capture the uninhibited movement of these nude figures, exploring the sensual possibilities of form and depicting the female body in a strikingly modern way. As the contemporary critic Camille Mauclair noted: 'The Door corresponds to the period when Rodin was preoccupied...with creating by the intensity of movement and the originality of figural attitudes and silhouettes, a new drama in his art that the taste of his time had fixed in a false 'neo-Greek' nobility obtained by the immobility, the inertia of silhouettes, the fear of seeing too lively movement break the general harmony. To look for a new harmony in the study of movement, to create instead of a static art, a dynamic art, that was... Rodin's idea' (Camille Mauclair quoted in C. Lampert, *ibid.*, p. 55).

In the definitive version of *La porte de l'enfer*, *Faunesse à genoux* appears to the left of *Le Penseur* in the recessed tympanum above the lintel of the doors. In Rodin's conceptualisation, this tableau-like box



*La porte de l'enfer*, Stanford University Museum of Art, USA.



Auguste Rodin (1840-1917), illustration for 'Le Guignon' in Gallimard's first edition of Charles Baudelaire's *Les Fleurs du Mal*, 1887 - 1888.





Edvard Munch (1863-1944), *Veranda*, 1902, from the series *The House of Max Linde*, Art Institute of Chicago, Clarence Buckingham Collection, USA.

came to represent Purgatory, with the Arrival on the left and Judgement on the right. Positioned with outstretched arms, here we see a variation of *Faunesse à genoux* holding a couple aloft, a grouping later known in the marble version as *Orpheus et les Maenads*.

*Faunesse à genoux* was however derived from a much earlier work. It was well-known that Rodin incorporated formerly successful subjects into the commission to be certain of their emotional impact. The earliest known version of the present work is that of a plaster dated 1884 belonging to a collector by the name of Stenescio. A plaster version of the model was also photographed in Rodin's studio in 1887 and later publicly exhibited at the George Petit Gallery at the *Monet - Rodin* exhibition in 1889, where the writer and collector, Gustave Geffroy, described the work in the preface to the catalogue as a figure whose 'slender, supple torso sways like a flower, [who], with hands clasped behind her head, makes a febrile movement of seduction and mockery, laughing all over her terrifyingly animal, feminine, mortuary face' (A. Le Normand-Romain, *op. cit.*, p. 628).

Representing a being from Roman mythology, the female faun was traditionally depicted as part woman, part goat. In Rodin's portrayal of the creature however, he reimagines her as a seductive, alluring female - the only reference to her preternatural nature revealed through her

expressively rendered, almost bestial facial features. This association in Rodin's thinking between the kneeling fauness and the *femme fatale* archetype is emphasised through his drawing of the subject to illustrate the poem 'Le Guignon' for Charles Baudelaire's famously erotic volume, *Les Fleurs du Mal*. Fourteen years later it is fitting that Edvard Munch also chose to illustrate *Faunesse à genoux* in his etching *Veranda* after viewing the work at the home of the renowned German collector, Max Linde, in 1902. As J. L. Tancock observes, 'Munch's highly ambivalent attitude towards women and the female principle makes it seem almost inevitable that he should have been attracted to Rodin's sensual but glowering creature. As desirable as it is threatening, it seems to be the physical embodiment of certain of Munch's voracious females' (J. L. Tancock, *op. cit.*, p. 168).

Through a combination of refined figurative modelling, not inconsistent with the prevailing style of eighteenth century rococo, and the rough, plastic treatment of the figure's face - Rodin daringly defies contemporary expectations pertaining to form and subject, creating a remarkably modern and enduring work. Early collectors repeatedly acknowledged the sculpture's potent effect on them, describing it as a 'muse' or expressing the desire to 'possess her', and the fact that Rodin returned to the subject time and again, realising several variations through his career, is testament to its importance not only among collectors but also within Rodin's *oeuvre* as a whole.

**PROPERTY OF A PRIVATE COLLECTOR, PORTUGAL**

25

**GUSTAVE LOISEAU (1865-1935)**

*Paysage au bord de rivière*

signed and dated 'G' Loiseau 1903' (lower right)

oil on canvas

45 x 65cm (17 11/16 x 25 9/16in).

Painted in 1903

**£80,000 - 120,000**

**€92,000 - 140,000**

**US\$110,000 - 160,000**

Please note that this work will be presented to Monsieur Didier Imbert prior to the sale.

**Provenance**

Private Collection, Avignon.

Private Collection, Porto (acquired from the above in 2013).



26

**ARMAND GUILLAUMIN (1841-1927)**

*Les quais de Gesvres à Paris*

signed and dated '74 A Guillaumin' (lower left)

oil on canvas

46 x 55.5cm (18 1/8 x 21 7/8in).

Painted in 1874

£35,000 - 55,000

€40,000 - 63,000

US\$46,000 - 72,000

The authenticity of this work has kindly been confirmed by the Comité Guillaumin. This work will be included in Vol. II of the forthcoming Armand Guillaumin *catalogue raisonné*, currently being prepared.

**Provenance**

Anon. sale, Blanchet & Associés, Paris, 23 May 2012, lot 28.

Private collection, London (acquired at the above sale); their sale,

Bonhams, London, 3 February 2015, lot 21.

Maier & Co. Fine Art, Stuttgart (acquired at the above sale).

Private collection, Germany (acquired from the above).

Acquired from the above by the present owner.



Claude Monet (1840–1926), *La Gare Saint-Lazare, vue extérieure*, 1877, Private Collection.

*Les quais de Gesvres à Paris* was painted in 1874, the year of the first Impressionist exhibition which was held in the studio of the photographer, Nadar, on the Boulevard des Capucines in Paris. In the broad brushstrokes of early Impressionism and realised through deliberately restrained colours, Armand Guillaumin here portrays an everyday scene: Brittany farmers - recognisable by their costumes - transporting their fruits and vegetables on boats down the Seine to the Parisian markets, while other city inhabitants observe the bustling quayside trade.

Guillaumin effectively conveys the energy of the scene through the animation implied by the subject itself, and by a referencing of the technical innovations taking place in the mid-nineteenth century. In the same way that, three years later, Claude Monet would give particular prominence to the smoke emitted by the new steam trains in his *Gare St-Lazare* series of 1877, in the present work, the white cloud from the stream-powered barges becomes Guillaumin's central motif.

From 1872 Guillaumin had lived on the banks on the Seine at the Quai d'Anjou. This central location with its riverside surroundings offered him an excellent vantage point to observe the changing topography of rapidly industrialising Paris. *Les quais de Gesvres à Paris* is notable for the accuracy of its architectural and infrastructure landmarks, as witnessed through the towers of the Conciergerie on the Île de la Cité, which are depicted to the background of the composition, and the metal structure of the Pont d'Arcole which connects the Quai de Gesvres and the Quai de l'Hôtel de Ville on the right bank of the Seine, with the Quai de la Corse and the Quai aux Fleurs on the Île de la Cité. The Pont d'Arcole in particular would have been an icon of modernisation, as the city's first unsupported metal bridge of wrought rather than cast iron.

The environs of the fourth *arrondissement* were the inspiration for Guillaumin's Paris and Seine representations of the 1870s, where he keenly observed the modernisation of Paris through a portrayal of its working people, industrial developments and new technology. In accordance with the Impressionist technique, *Les quais de Gesvres à Paris* was painted entirely *en plein air*, with loose, feathery brushwork to effectively describe the transient sensations of the city. In contrast to the pastoral Impressionist scenes which sought to capture the fleeting effects of light and season, Guillaumin here employs the Impressionist style to convey the dynamism of modern life. Many of Guillaumin's early Paris scenes reside in major institutional collections, including the Metropolitan Museum of Art and the Musée d'Orsay, and works such as *Les quais de Gesvres* are testament to his importance as an early exponent of Impressionism, later becoming a key influence for Paul Cézanne and Camille Pissarro.



27

**GUSTAVE LOISEAU (1865-1935)**

*Cathédrale de Chartres, effet de brouillard*

signed 'G. Loiseau' (lower left)

oil on canvas

65 x 54cm (25 9/16 x 21 1/4in).

Painted in 1931

**£30,000 - 50,000**

**€35,000 - 58,000**

**US\$39,000 - 66,000**

The authenticity of this work has kindly been confirmed by Monsieur Didier Imbert. This work will be included in the forthcoming Gustave Loiseau *catalogue raisonné*, currently being prepared.

**Provenance**

The artist's estate; their sale, Boisgirard, Paris, 8 November 1946.

Galerie Durand-Ruel, Paris (acquired at the above sale).

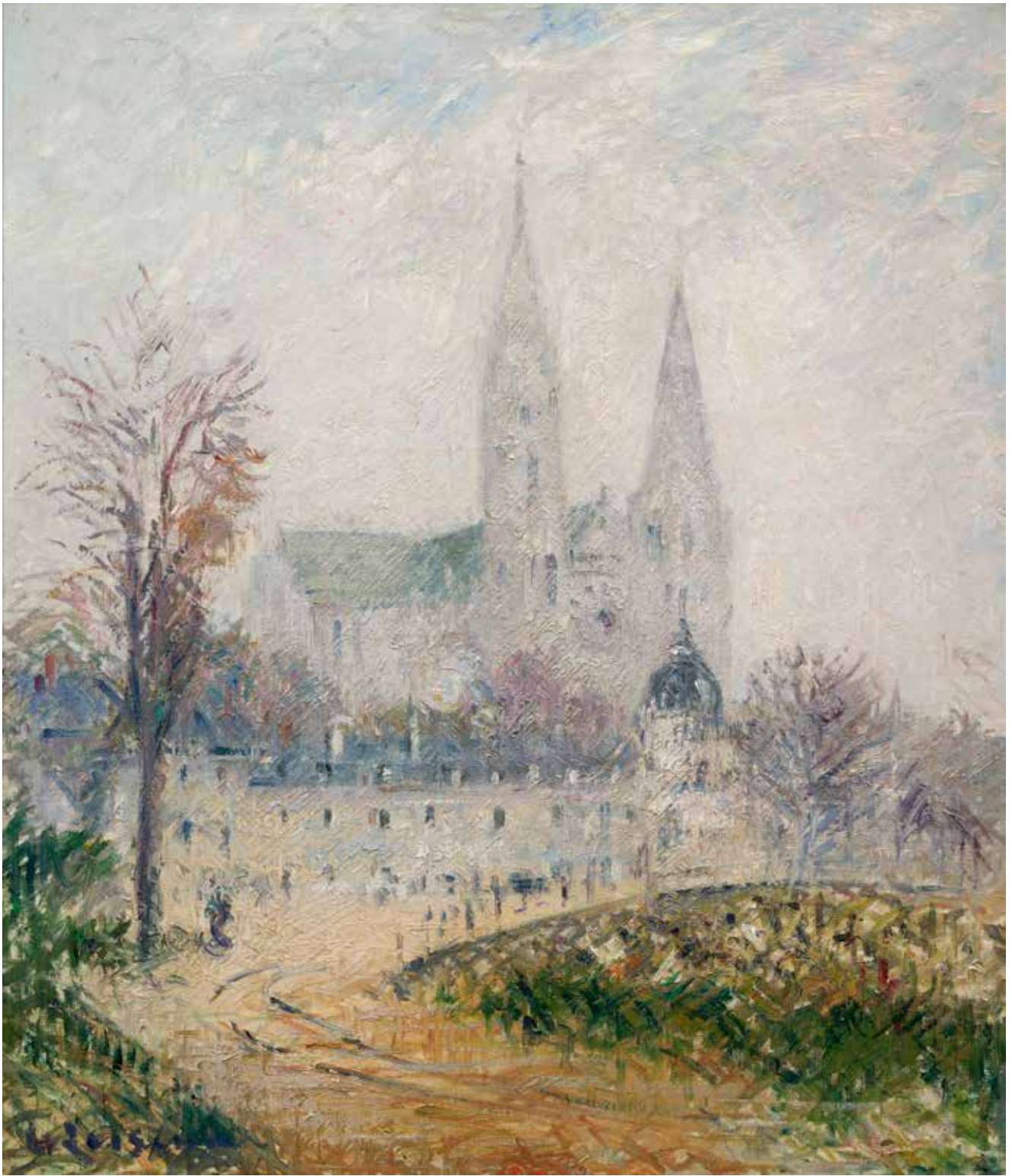
Anon. sale, Blache, Versailles, 2 December 1962, lot 78.

Private collection, Europe.

**Exhibited**

Paris, Grand Palais, *Salon des Artistes Indépendants*,

7 February – 8 March 1936, no. 140.



**PROPERTY FROM THE ESTATE OF PROFESSOR  
RONALD PICKVANCE**

28

**VICTOR ALFRED PAUL VIGNON (1947-1909)**

*Cour de ferme*

signed 'V.Vignon.' (lower left)

oil on canvas

46.6 x 55.3cm (18 3/8 x 21 3/4in).

**£3,000 - 5,000**

**€3,500 - 5,800**

**US\$3,900 - 6,600**

The authenticity of this work has kindly been confirmed by Monsieur Stéphane Kempa. This work will be included in the forthcoming Victor Vignon *catalogue raisonné*, currently being prepared.

**Provenance**

Bernheim-Jeune & Cie., Paris.

H. Hessel Collection.

Anon. sale, Sotheby's, London, 21 October 1998, lot 347.

Prof. Ronald Pickvance Collection, UK.

Despite the exhaustive research on Impressionism, little is known about the life and work of Victor Vignon, an artist who exhibited at the last four of the eight 'Impressionist' exhibitions. A member of the *école de Pontoise*, this pupil of Corot and Adolphe-Félix Cals, came into contact with Camille Pissarro, Armand Guillaumin and Paul Cézanne at Auvers-sur-Oise around 1878, and shared the patronage of Dr. Paul Gachet. He appears to have moved permanently to the area a couple of years later, living in a succession of rented farmhouses in hamlets a few miles apart. This remained his *coin de terre* for the rest of his life and one of these venerable stone and thatch structures is the subject of the present canvas. Throughout the 1880s the pattern of development in Vignon's work mirrors that of other members of the *école*. Like Pissarro, his style broadened and he began to embrace the richer palette, broken brushwork and surface texture later associated with *néo-Impressionisme*. The present canvas, which must date from the mid-late 1880s, shows evidence of this in the treatment of foreground banks of grass, and in the thatch and gable wall of the house.

Were it not for the writer and school friend of Paul Cézanne, Paul Alexis, little would be known about Vignon in these years. The painter and his wife had been living in just such a rented farmhouse when, in the summer of 1887, Alexis visited him in connection with a series of articles he was producing for the paper, *Le Cri du Peuple*. In one such article devoted to Vignon, Alexis describes his arrival in the hamlet of Butry, five miles from Auvers, finding the modest farm on a hillside and being greeted by the *fermière*, who immediately went to fetch her husband. (Paul Alexis, writing under the pseudonym 'Trublot', 'Trubl' au vert – Victor Vignon', *Le Cri du Peuple*, 2 September 1887, p. 3). There followed 'une après-midi charmante avec Vignon', surveying landscapes of the Oise valley - paintings of the type that had been shown at the last two Impressionist exhibitions in 1882 and 1886. Even though on the death of his father in 1867, Vignon was not left penniless, the story he recounts to the writer is a romantic one of struggle in the difficult years following the Franco-Prussian War. Eventually, like Millet and Corot, shod in sabots and living 'amongst rabbits and chickens' in the depths of the country, he found happiness. It is possible that the present canvas represents the very house which furnished the Vignon *ménage* at the time.



Vincent van Gogh (1853-1890), *Fermes près d'Auvers*, 1890, Tate Britain, London.





Alexis's article was to be followed by one on Camille Pissarro which, according to the painter, lacked a 'positive tone' possibly misrepresenting his current adoption of *néo-Impressionisme*, an issue that was less significant in the complimentary survey of Vignon's work. If Alexis is to be believed, Vignon's farm-refuge came at the end of his peregrinations around Auvers and Jouy. In previous years these had made the artist difficult to find - such that he missed an important visit in 1884 from Theo van Gogh who had gone specifically in search of him. In the previous year, Theo, whose interests in Impressionism were germinating, had purchased works by the artist, two of which hung in the dining room of his apartment and would have been seen by his brother, Vincent van Gogh, during his years in Paris between March 1886 and February 1888. (C. Stolwijk & R. Thomson, *Theo van Gogh, 1857-1891, Art dealer, collector and brother of Vincent*, exh. cat., Amsterdam, 1999, p. 81). Although a meeting between the two artists at this time remains uncertain, it is clear that when he was established in Arles in the summer of 1888, Vincent hoped that Vignon might join him in the south. 'You do know', he wrote to his brother in mid-June '... that I still think that someone else might profit from the money that I spend alone. Either Vignon, or Gauguin, or Bernard.' (Vincent Van Gogh, 16 June 1888, quoted in *The Complete Letters of Vincent Van Gogh*, Vol II, 1958, London, 2000, p. 599).

While Gauguin eventually took up the offer, later references indicate that so long as he remained in Arles and Saint-Rémy, Vincent sought news of Vignon from his brother, and it is significant that returning north, he found himself painting the very farmhouses which were Vignon's subject matter. The Auvers countryside, he declared in a further letter, 'is very beautiful', and contains 'among other things a lot of thatched roofs, which are getting rare ... it is real country, characteristic and picturesque' (Vincent Van Gogh, 21 May 1890, quoted in *ibid.*, p. 273). The iconic status of the simple stone structures that punctuate the region might not have revealed itself so emphatically, had Vignon not drawn them into the centre of the Impressionist debate.

Clearly Vignon's work was, and would remain, more conservative than that of his Dutch contemporary. Comparable to that of Pissarro, we can assume that a picture like *Cour de Ferme*, if not the same, is broadly similar to the one shown in the final Impressionist exhibition titled *Une ferme, vue de Codru, à Jouy*. The likelihood is that such a thought encouraged its previous owner, the distinguished Impressionist scholar, Ronald Pickvance, to acquire it.

We are grateful to Prof. Kenneth McConkey for this catalogue note.

# Fritz Gross

Fritz Gross was an artist, architect, designer and collector. Born in Vienna in 1895, Gross escaped Nazi Germany alongside his family in 1938 and moved to London on the invitation of the President of the Royal Institute of British Architects.

Gross amassed a collection of artworks by some of the finest names in Impressionist and Modern art: Toulouse-Lautrec, Degas, Picasso, Gauguin and Renoir. His passion for collecting was celebrated in an exhibition dedicated to his collection held at the Ashmolean Museum in 1990.





**PROPERTY FROM THE COLLECTION OF THE LATE FRITZ GROSS, LOTS 29 - 44**

29

**BERTHE MORISOT (1841-1895)**

*Deux filles lisant à une table*

stamped with the artist's signature (lower right)

coloured crayon and pencil on paper

22.4 x 30.5cm (8 13/16 x 12in).

Executed circa 1890

£8,000 - 12,000

€9,200 - 14,000

US\$11,000 - 16,000

The authenticity of this work has kindly been confirmed by Monsieur Yves Rouart. This work will be included in the forthcoming Berthe Morisot *catalogue raisonné des oeuvres sur papier*, currently being prepared.

**Provenance**

Fritz Gross Collection, London, no. 374.

Thence by descent to the present owner.

**Exhibited**

Oxford, The Ashmolean Museum, *Impressionist Drawings from British Public and Private Collections*, 11 March - 20 April 1986, no. 45 (later travelled to Manchester & Glasgow).



30

**HENRI DE TOULOUSE-LAUTREC (1864-1901)**

*Pourquoi pas?*

pen and ink on paper

16.8 x 10.7cm (6 5/8 x 4 3/16in).

Executed in 1893

**£1,500 - 2,000**

**€1,700 - 2,300**

**US\$2,000 - 2,600**

**Provenance**

M. & Mme. Maurice Bunau-Varilla Collection, France; their estate sale, Hôtel Drouot, Paris, 9 July 1947, lot 9.

M. Raykis Collection (acquired at the above sale).

Anon. sale, Stuttgarter Kunstkabinett, Stuttgart, 26 November 1952, lot 1148.

Dr. R. Mohreuwitz Collection, Zurich.

Anon. sale, Sotheby & Co., London, 30 April & 1 May 1969, lot 280.

Fritz Gross Collection, London, no. 932.

Thence by descent to the present owner.

**Exhibited**

Oxford, The Ashmolean Museum, *Impressionist and Modern, The art and collection of Fritz Gross*, 14 August – 21 October 1990, no. 57.

**Literature**

M. G. Dortu, *Toulouse-Lautrec et son oeuvre*, Vol. V, New York, 1971, no. D3.455 (illustrated p. 573).



31

**HENRI DE TOULOUSE-LAUTREC (1864-1901)**

*La goulue de dos (Louise Weber)*

stamped with the artist's monogram (lower left); inscribed 'la Goulue'  
(verso)

pencil on paper

16.3 x 9.8cm (6 7/16 x 3 7/8in).

Executed circa 1892

£3,500 - 5,500

€4,000 - 6,300

US\$4,600 - 7,200

**Provenance**

Gabriel Tapié de Céleyran Collection, Paris.

Anon. sale, Gutekunst & Klipstein, Bern.

Galerie Michel, Paris.

Fritz Gross Collection, London, no. 401 (acquired from the above in 1958).

Thence by descent to the present owner.

**Exhibited**

Ingelheim am Rhein, C. H. Boehringer Sohn, *Henri de Toulouse-Lautrec, Gemälde, Zeichnungen, Monotypien, Lithographien, Radierungen, Plakate*, 4 May - 3 June 1968, no. 77.

Oxford, The Ashmolean Museum, *Impressionist and Modern, The art and collection of Fritz Gross*, 14 August - 21 October 1990, no. 56.

**Literature**

M. G. Dortu, *Toulouse-Lautrec et son oeuvre*, Vol. V, New York, 1971, no. D3.311 (illustrated p. 547).

Known by the sobriquet 'La Goulue' (Greedy Guts), Louise Webster was a celebrated dancer of the Moulin Rouge. La Goulue featured in many of Toulouse-Lautrec's works including his first poster for the Moulin Rouge in 1891. The present work was clearly a favoured study of the artist's, who appears to have incised the main contours of the figure in order to make transfers of the image. Toulouse-Lautrec was well-known use tracings in order to develop his compositions. A previous owner of this work was Dr. Gabriel Tapié de Céleyran, a cousin and close friend of the artist. Tapié de Céleyran was very tall and, in contrast to Toulouse-Lautrec's diminutive stature, the pair were known to create quite a stir when they appeared in public together.

32

**PAUL SIGNAC (1863-1935)**

*Montauban, le Pont Vieux*

signed and inscribed 'P. Signac Montauban' (lower right)

watercolour and black chalk on paper

26 x 38.1cm (10 1/4 x 15in).

Executed *circa* 1922

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$16,000 - 24,000**

The authenticity of this work has kindly been confirmed by  
Madame Marina Ferretti-Bocquillon.

**Provenance**

Private collection.

The Leicester Galleries, London.

The Piccadilly Gallery, London.

Fritz Gross Collection, London, no. 870 (acquired from the above  
on 9 December 1966).

Thence by descent to the present owner.

**Exhibited**

Oxford, The Ashmolean Museum, *Impressionist and Modern, The art  
and collection of Fritz Gross*, 14 August – 21 October 1990, no. 50.





33

**HONORÉ DAUMIER (1808-1879)**

*Tête d'homme*

pen, wash, ink and pencil on buff paper  
7 x 5.4cm (2 3/4 x 2 1/8in).

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,600

**Provenance**

Otto Gerstenberg Collection, Berlin.

Margarethe Scharf Collection, Germany.

Fritz & Peter Nathan Collection, Zurich.

Anthony van Hoboken Collection, Vienna.

Private collection; her sale, Sotheby & Co., 3 December 1958, lot 111.

Piccadilly Gallery, London.

Fritz Gross Collection, London, no. 564A (acquired from the above in May 1961).

Thence by descent to the present owner.

**Exhibited**

Oxford, The Ashmolean Museum, *Impressionist and Modern, The art and collection of Fritz Gross*, 14 August – 21 October 1990, no. 11.

**Literature**

K. E. Maison, *Honoré Daumier, Catalogue Raisonné of the Paintings, Watercolours and Drawings*, Vol. II, *The Watercolours and Drawings*, London, 1968, no. 18a (illustrated pl. 3).





34

**HONORÉ DAUMIER (1808-1879)**

*Mère et enfant*

pencil and charcoal on buff paper  
10 x 5.5cm (3 15/16 x 2 3/16in).

£2,200 - 3,200

€2,500 - 3,700

US\$2,900 - 4,200

This drawing was initially together with *Tête d'homme* (lot 33) before they were separated.

**Provenance**

Otto Gerstenberg Collection, Berlin.

Margarethe Scharf Collection, Germany.

Fritz & Peter Nathan Collection, Zurich.

Anthony van Hoboken Collection, Vienna.

Private collection; her sale, Sotheby & Co., 3 December 1958, lot 111.

Piccadilly Gallery, London.

Fritz Gross Collection, London, no. 564 (acquired from the above in May 1961).

Thence by descent to the present owner.

**Exhibited**

Oxford, The Ashmolean Museum, *Impressionist and Modern, The art and collection of Fritz Gross*, 14 August – 21 October 1990, no. 10.

**Literature**

K. E. Maison, *Honoré Daumier, Catalogue Raisonné of the Paintings, Watercolours and Drawings*, Vol. II, *The Watercolours and Drawings*, London, 1968, no. 218 (illustrated pl. 46).

35

**PIERRE-AUGUSTE RENOIR (1841-1919)**

*Etude pour la promenade*

signed with the artist's initials 'AR' (lower right)

sanguine and black chalk on paper

47.7 x 31cm (18 3/4 x 12 3/16in).

Executed circa 1890

**£20,000 - 30,000**

**€23,000 - 35,000**

**US\$26,000 - 39,000**

This work will be included in the forthcoming *Pierre-Auguste Renoir Digital Critical Catalogue Raisonné*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

**Provenance**

Ambroise Vollard, Paris (acquired directly from the artist; until 1919).

Fritz Gross Collection, London, no. 130.

Thence by descent to the present owner.

**Exhibited**

Oxford, The Ashmolean Museum, *Impressionist Drawings from British Public and Private Collections*, 11 March - 20 April 1986, no. 71 (later travelled to Manchester & Glasgow).





36

**CAMILLE PISSARRO (1830-1903)**

*La fille de l'artiste, Minette*

stamped with the artist's initials 'C.P.' (lower left)

watercolour and pencil on paper

15.3 x 10.8cm (6 x 4 1/4in).

Executed circa 1867

£5,000 - 7,000

€5,800 - 8,100

US\$6,600 - 9,200

Dr. Joachim Pissarro has kindly confirmed that this work will be included in the forthcoming Camille Pissarro *catalogue raisonné* of Drawings and Watercolours.

**Provenance**

Lucien Pissarro Collection, London.

Orovida C. Pissarro Collection, London.

John & Alice Rewald Collection (a wedding gift from the above by June 1956).

Anon. sale, Sotheby & Co., London, 7 July 1960, lot 86A.

Fritz Gross Collection, London, no. 476 (acquired at the above sale).

Thence by descent to the present owner.

**Exhibited**

Oxford, The Ashmolean Museum, *Impressionist and Modern, The art and collection of Fritz Gross*, 14 August – 21 October 1990, no. 38.

Camille Pissarro made numerous studies and portraits of his children. The child represented in this drawing is most likely Jeanne-Rachel Pissarro, nicknamed 'Minette'. Jeanne (Minette) was frequently convalescing during her short life, and Dr Joachim Pissarro has described Camille Pissarro's paintings of her as perhaps the most deeply moving works that he executed.

37

**PIERRE PUVIS DE CHAVANNES (1824-1898)**

*Etude pour 'La soeur ainée'*

signed 'P. Puvis ch' (lower left)

black chalk on buff paper

35.4 x 13.4cm (13 15/16 x 5 1/4in).

Executed in 1862

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,400

The present work is a preliminary study for the painting *La soeur ainée*, currently in the collection of the Musée du Petit Palais, Geneva.

The authenticity of this work has kindly been confirmed by Monsieur Bertrand Puvis de Chavannes.

**Provenance**

Mlle. Bourdon Collection (a gift from the artist).

Fritz Gross Collection, London, no. 769.

Thence by descent to the present owner.



38

**AUGUSTE RODIN (1840-1917)**

*Le baiser des femmes*

signed 'A Rodin' (lower left)

watercolour and pencil on paper

32.5 x 24.6cm (12 13/16 x 9 11/16in).

Executed circa 1896 - 1898

£6,000 - 8,000

€6,900 - 9,200

US\$7,900 - 11,000

The authenticity of this work has kindly been confirmed by Madame Christina Buley-Urbe. This work will be included in the forthcoming Auguste Rodin *catalogue raisonné des dessins et peintures*, currently being prepared.



Auguste Rodin (1840-1917), *Couple enlacé*, musée Rodin, Paris.

**Provenance**

Agnew's, London.

Fritz Gross Collection, London (acquired from the above in 1957).

Thence by descent to the present owner.

**Exhibited**

London, Hayward Gallery, *Rodin, Sculpture & Drawings*, 1 November 1986 - 25 January 1987, no. 178.

Oxford, The Ashmolean Museum, *Impressionist and Modern, The art and collection of Fritz Gross*, 14 August - 21 October 1990, no. 44.

'It's very simple. My drawings are the key to my work.' (Auguste Rodin quoted in R. Benjamin, 'Les Dessins d'Auguste Rodin', *Salle des Fêtes du Gil Blas*, Paris, 1910, p. 16)

Aside from his monumental status as a sculptor, Auguste Rodin was a prolific draughtsman. His drawings, rarely used as studies for his sculptures, in fact develop alongside his three-dimensional works and they play a crucial role in Rodin's *oeuvre*. *Le baiser des femmes*, as a two-dimensional version of his iconic sculpture *Le Baiser*, is a key example of this.

Executed in the mid-late 1890s, *Le baiser des femmes* hails from the decade in which Rodin began working from life models. He drew his figures in series and in a variety of different fashions, always endeavouring to capture the true characteristics of his models and concurrently leaning towards the simplification of forms. In the present work, the presence of the divan, implied by the reclining pose of the figures, is suggested but not presented, demonstrating Rodin's boldly modern technique of signifying presence through absence.

Drawing a series of the same figures offers the viewer a much more intimate relationship with the artist, allowing us to view the progression of a motif. Created as part of a series of embracing lovers, *Le baiser des femmes* is, according to Christina Buley-Urbe, one of the purest of its series. It represents two female figures, locked in a passionate embrace, the smooth, flowing hair created with one stroke of watercolour and their complete love and union witnessed through a single wash overlaying their bodies. As a life drawing, and the final variation of the motif, the present work moves aside from the more sculptural elements that can be seen in other drawings from the series, such as *Couple saphique assis* and *Couple enlacé*, and becomes, in the words of Christina Buley-Urbe, 'a truly modern nude'.





39

**ARISTIDE MAILLOL (1861-1944)**

*Femme nue assise*

signed with the artist's monogram (lower right)

blue crayon on primed paper

25.2 x 17cm (9 15/16 x 6 11/16in).

£1,500 - 2,000

€1,700 - 2,300

US\$2,000 - 2,600

The authenticity of this work has kindly been confirmed by Monsieur Olivier Lorquin.

**Provenance**

Dr. Brill Collection, Vienna.

Jarray Collection, Paris.

Fritz Gross Collection, London, no. 199 (acquired from the above in 1955).

Thence by descent to the present owner.

**Exhibited**

Oxford, The Ashmolean Museum, *Impressionist and Modern, The art and collection of Fritz Gross*, 14 August – 21 October 1990, no. 26.





40

**EUGÈNE BOUDIN (1824-1898)**

*Intérieur Breton*

signed with the artist's initials 'E.B.' (lower right)

watercolour and pencil on paper

17.7 x 13.5cm (6 15/16 x 5 5/16in).

Executed between 1865 - 1870

**£3,000 - 5,000**

**€3,500 - 5,800**

**US\$3,900 - 6,600**

The authenticity of this work has kindly been confirmed by Monsieur Manuel Schmit. This work will be included in the forthcoming Eugène Boudin *catalogue raisonné des oeuvres sur papier*, currently being prepared.

**Provenance**

Desiré Louveau Collection, Honfleur.

Marcel Bernheim Collection, Paris.

J. Reiseser Collection (acquired from the above in 1940).

Anon. sale, Sotheby & Co., London, 25 November 1959, lot 100.

Fritz Gross Collection, London, no. 420 (acquired at the above sale).

Thence by descent to the present owner.

**Exhibited**

Oxford, The Ashmolean Museum, *Impressionist and Modern, The art and collection of Fritz Gross*, 14 August – 21 October 1990, no. 4.



41

**HENRI DE TOULOUSE-LAUTREC (1864-1901)**

*Tête d'homme à barbiche (Portrait de Henri Rochefort-Luçay)*

pen and ink on paper  
17 x 28cm (6 11/16 x 11in).  
Executed circa 1894

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

**Provenance**

Thadée Natanson Collection, Paris; his estate sale, 27 November 1953, lot 130.  
Anon. sale, Sotheby & Co., London, 3 December 1958, lot 34.  
Fritz Gross Collection, London, no. 358.  
Thence by descent to the present owner.

**Exhibited**

Ingelheim am Rhein, C. H. Boehringer Sohn, *Henri de Toulouse-Lautrec, Gemälde, Zeichnungen, Monotypien, Lithographien, Radierungen, Plakate*, 4 May - 3 June 1968, no. 35.  
Oxford, The Ashmolean Museum, *Impressionist and Modern, The art and collection of Fritz Gross*, 14 August - 21 October 1990, no. 58.  
London, Hayward Gallery, *Toulouse-Lautrec*, 10 October 1991 - 19 January 1992, no. 60.

**Literature**

M. G. Dortu, *Toulouse-Lautrec et son oeuvre*, Vol. V, New York, 1971, no. D3.702 (illustrated p. 619).

An aristocrat who repudiated his title, Henri Rochefort Luçay was one of the most controversial political journalists and agitators of the Third Republic. He was a divisive figure who was repeatedly exiled and attained notoriety in the Dreyfus affair. With his wild hair and distinguished features, he became a popular subject for contemporary artists and caricaturists. Auguste Rodin produced a bust of Rochefort in the early 1880s while Édouard Manet exhibited a portrait of him in at the Salon of 1881.



42

**HENRI DE TOULOUSE-LAUTREC (1864-1901)**

*Éros vanné*

pen and ink on paper

17.3 x 10.8cm (6 13/16 x 4 1/4in).

Executed in 1894

**£1,200 - 1,800**

**€1,400 - 2,100**

**US\$1,600 - 2,400**

**Provenance**

Ludwig Charell Collection (in 1950).

Fritz Gross Collection, London, no. 860.

Thence by descent to the present owner.

**Exhibited**

New York, M. Knoedler & Co, Inc., *Toulouse-Lautrec 1864 - 1901, His Lithographic Work*, 22 March - 15 April 1950, no. 296.

London, Arts Council of Great Britain, *Toulouse Lautrec*, no. 338.

Ingelheim am Rhein, C. H. Boehringer Sohn, *Henri de Toulouse-Lautrec, Gemälde, Zeichnungen, Monotypien, Lithographien, Radierungen, Plakate*, 4 May - 3 June 1968, no. 80.

**Literature**

M. G. Dortu, *Toulouse-Lautrec et son oeuvre*, Vol. V, New York, 1971, no. D3.644 (illustrated p. 611).



43

**HENRI DE TOULOUSE-LAUTREC (1864-1901)**

*Tête de femme de maison*

stamped with the artist's monogram (lower left)

blue chalk on paper

14.4 x 22.8cm (5 11/16 x 9in).

Executed circa 1895

**£3,000 - 5,000**

**€3,500 - 5,800**

**US\$3,900 - 6,600**

**Provenance**

Charles Vignier Collection, Paris; his sale, Hôtel Drouot, Paris, 21 May 1931, lot 125.

Maurice Exsteens Collection (acquired at the above sale).

M. Knoedler & Co., New York.

Fritz Gross Collection, London, no. 265 (acquired from the above in 1956).

Thence by descent to the present owner.

**Exhibited**

Basel, Kunsthalle, *Henri de Toulouse-Lautrec*, 10 May - 29 June 1947, no. 119.

Amsterdam, Stedelijk Museum, *Henri de Toulouse-Lautrec*, July - August 1947, no. 95 (later travelled to Brussels).

Ingelheim am Rhein, C. H. Boehring Sohn, *Henri de Toulouse-Lautrec, Gemälde, Zeichnungen, Monotypien, Lithographien, Radierungen, Plakate*, 4 May - 3 June 1968, no. 21.

London, Hayward Gallery, *Toulouse-Lautrec*, 10 October 1991 - 19 January 1992, no. 134.

Oxford, The Ashmolean Museum, *Impressionist and Modern, The art and collection of Fritz Gross*, 14 August - 21 October 1990, no. 60.

**Literature**

M. Delaroche-Vernet Henraux, *Henri de Toulouse-Lautrec Dessinateur*, Paris, 1948 (illustrated pl. 13; titled 'Tête de femme de trois-quart').

P. Huisman & M. G. Dortu, *Lautrec by Lautrec*, London, 1964 (illustrated in sanguine ink p. 124).

M. G. Dortu, *Toulouse-Lautrec et son oeuvre*, Vol. VI, New York, 1971, no. D4.043 (illustrated p. 693).



44

**HENRI DE TOULOUSE-LAUTREC (1864-1901)**

*Souper à Londres*

pencil on paper

13 x 14.5cm (5 1/8 x 5 11/16in).

Executed in 1896

**£1,000 - 1,500**

**€1,200 - 1,700**

**US\$1,300 - 2,000**

**Provenance**

Anon. sale, Stuttgarter Kunstkabinett, Stuttgart,  
26 November 1952, lot 1151.

Maurice Charell Collection (acquired at the above sale).

Ludwig Charell Collection.

Anon. sale, Sotheby & Co., London, 6 October 1966, lot 116.

Fritz Gross Collection, London, no. 863.

Thence by descent to the present owner.

**Exhibited**

New York, Museum of Modern Art, no. 109.

Ingelheim am Rhein, C. H. Boehringer Sohn, *Henri de Toulouse-Lautrec, Gemälde, Zeichnungen, Monotypien, Lithographien, Radierungen, Plakate*, 4 May - 3 June 1968, no. 107.

**Literature**

M. G. Dortu, *Toulouse-Lautrec et son oeuvre*, Vol. VI, New York, 1971,  
no. D4.243 (illustrated p. 741).

**PROPERTY FROM A PRIVATE COLLECTION, MILAN**

45<sup>AR</sup>

**GIORGIO DE CHIRICO (1888-1978)**

*Venezia, Isola di San Giorgio*

signed 'g. de Chirico' (lower left)

oil on canvas

49.7 x 60.2cm (19 9/16 x 23 11/16in).

Painted *circa* 1959

**£60,000 - 80,000**

**€69,000 - 92,000**

**US\$79,000 - 110,000**

**Provenance**

Giuliano Debovera Collection, no. 3866.

Galleria Farsetti, Prato, no. 10539.

Galleria Andraghetti, Bologna.

Private collection, Milan (acquired from the above in the early 1980s).

**Literature**

C. Bruni Sakraischik, *Catalogo Generale, Giorgio de Chirico*, Vol. VIII,  
*Opere dal 1951 al 1974*, Milan, 1987, no. 1220 (illustrated).



46<sup>AR</sup>

**AUGUSTE HERBIN (1882-1960)**

*Paysage*

signed 'herbin.' (lower right)

oil on canvas

45.7 x 54.4cm (18 x 21 7/16in).

Painted in 1911

**£50,000 - 70,000**

**€58,000 - 81,000**

**US\$66,000 - 92,000**

**Provenance**

Private collection (by 1993).

Anon. sale, Drouot-Richelieu, Paris, 21 April 2000, lot 38.

Nick Scheeres Collection, The Netherlands.

Acquired from the above by the present owner (*circa* 2006).

**Exhibited**

Paris, Galerie Clovis Sagot, *Auguste Herbin*, March 1914, no. 12.

**Literature**

G. Claisse, *Herbin, catalogue raisonné de l'oeuvre peint*, Lausanne, 1993, no. 232 (illustrated p. 320).





## Auguste Herbin

Herbin was searching all his life.  
He is not a man who is content  
with what he has already found.  
Art like past life has no secrets.  
But we never know what it will be tomorrow.  
What will painting be tomorrow?  
One thing is sure! He will search for it.  
Like every true artist, until his very last canvas

- Anatole Jakovski

The French artist Auguste Herbin played an integral role in the artistic movements of the early twentieth century. His was a visionary career that encompassed Impressionism and Post-Impressionism, Fauvism and Cubism before seeking a more geometric and structural art through Constructivism, Purism and Orphism, and finally pioneering Abstract art, proclaiming the architectural purpose of painting. The present work, *Paysage*, is an excellent example of his shifting interest and style, wherein we simultaneously see the colourful influence of Fauvism and the modular construction of a cubist landscape.

Born in 1882 in Quiévy, near the Belgian border, Herbin was not granted the bourgeois upbringing of so many of his contemporaries. Spending a number of his formative years caring for his two siblings, whilst his parents worked in a textile factory, Herbin left school at

the age of twelve and worked in a bailiff's office, spending his nights studying drawing at the *cours municipal*; it is this perseverance and drive that can be seen throughout his career as he sought to always develop his style and technique. Through these evening classes, Herbin displayed a remarkable talent for drawing; he learnt the techniques of drawing and painting free-hand. It was a skill that soon earned him a scholarship to Lille's Ecole des Beaux-Arts from 1899-1901, where Herbin's mastery of the Post-Impressionist painterly technique became evident, in addition to his meticulous rendering of water and sky that echoes the Flemish Renaissance.

Herbin's move to Paris in around 1902 was a truly pivotal moment in his career. After spending several years painting in isolation, engrossed in the *avant-garde* movements, his work began to develop



Paul Cézanne (1839-1906), *La Montagne Sainte-Victoire*, c. 1904-1906, Stiftung Sammlung E.G. Bührle, Zurich.



Auguste Herbin (1882-1960), *Landschaft bei Hardricourt*, 1911, Rijksmuseum Kröller-Müller, Otterlo.



Auguste Herbin, Paris, 1953.

into the Fauvist style. During his stay in Corsica in 1907 this became particularly prevalent; his brush and canvases from this period are loaded with flamboyant colour and expression, displaying the clear influence of the major retrospectives of Van Gogh, Gauguin and Seurat, from which Herbin had spent his time taking inspiration whilst in the nation's capital. It is certainly arguable that no exhibition would have a greater impact on Herbin than the Paul Cézanne retrospective at the *Salon d'Automne* later that year in 1907. It was a show that pushed younger artists in radical directions, from where they would go on to unveil and explore Modernism. This piqued Herbin's interest in Cubism and he began to experiment. In 1909 he moved to the Bateau-Lavoir studios, which were frequented by Picasso, Braque and Gris, and became fully immersed in the birth of Cubism and Synthetic-Cubism, spending much of his time working with the three artists. However, Herbin's style of Cubism remained unique, retaining the vivacity of his bright powerful Fauvist landscapes, and choosing instead to amalgamate the colour with the more sombre palette that dominated the early Cubist works. Furthermore, his forms retain their precision, becoming flattened and geometricized rather than deconstructed entirely. This inventive approach to the Cubist landscape created some of his most dynamic works and firmly cemented him as a pioneer of Cubism.

The present work is a key example of the influence that Herbin took from these fundamental moments of art history. We can clearly see the structured form that he opted to use, with the canvas being bisected from left to right by the straight road and the multitude of different components branching out from this central construct. When studying the line of trees along the roadside, leading the viewer into the

distance, we immediately connect the modulation that became such a defining feature of Cézanne's method. In his own unique structural way however, Herbin has chosen to construct the tree with solid lines, forming chevrons through the treetops and breaking away from the much more wild and natural image that Cézanne would use, taking Cézanne's vision of treating nature as 'the cone, the sphere and the cylinder' almost literally. One is also tempted to draw a comparison between the upper right corner of sky and the distant Mont Sainte-Victoire, its snowy peak sitting atop a blue-grey incline, perhaps an homage to one of his great inspirations. As Anatole Jakovsky notes, 'The trees themselves, their abundant leaves form strange magnetic drawings, concentric waves of colours which become distinctly more bright, even more powerful, which only obey their own rhythms dictated by Herbin and found by him... Thus, perpetually, towards integral geometry, towards absolute truth, his art advances vigorously and powerfully' (A. Jakovsky, *Herbin*, Paris, 1933, p. 16).

*Paysage* also wonderfully conveys Herbin's process of incorporating the brighter Fauvist colours into the palette of the much darker Cubist browns and greys; the trees and bushes are highlighted with blues and lilacs, while small dashes of orange in the canopies draw on the Corsican landscapes of 1907. When summarising the work, it is no wonder that very shortly after the present work's creation Herbin began to exhibit globally and was followed by major collectors of the time, eventually signing a contract with the hugely influential Léonce Rosenberg in 1917. From his humble beginnings in Northern France, Auguste Herbin relentlessly sought inspiration for and never tired of his artistic endeavour; it was an intrinsic element of his character that would 'differentiate [him], very distinctly, from all the other painters of his era and throughout his life' (A. Jakovsky, *ibid.*, Paris, 1933, p. 8)



47 \* AR

**ANDRÉ BRASILIER (BORN 1929)**

*Petit parc le soir*

signed 'André Brasilier' (lower right); signed with the artist's initials, inscribed and dated 'Petit parc le soir. A.B. 2002' (on the stretcher)  
oil on canvas

46 x 38cm (18 1/8 x 14 15/16in).

Painted in 2002

£25,000 - 35,000

€29,000 - 40,000

US\$33,000 - 46,000

The authenticity of this work has kindly been confirmed by Monsieur Alexis Brasilier.

**Provenance**

Atam Sahmanian, Inc., New York, no. 15300.

Private collection, New York.



48 \* AR

**JEAN DUFY (1888-1964)**

*Bateaux de pêche*

signed 'Jean Dufy' (lower right)

gouache and watercolour on paper laid on board

44.7 x 59.7cm (17 5/8 x 23 1/2in).

£25,000 - 35,000

€29,000 - 40,000

US\$33,000 - 46,000

The authenticity of this work has kindly been confirmed by Monsieur Jacques Bailly. This work will be included in Vol. III of the forthcoming Jean Dufy *catalogue raisonné*, currently being prepared.

**Provenance**

Wally Findlay Galleries, New York.

Anon. sale, Christie's East, New York, 9 May 1995, lot 72.

49<sup>AR</sup>

**FRANÇOISE GILOT (BORN 1921)**

*Figures dans le jardin*

signed 'F. Gilot.' (lower left)

oil on canvas

92 x 73cm (36 1/4 x 28 3/4in).

Painted in Vallauris in 1959

**£18,000 - 22,000**

**€21,000 - 25,000**

**US\$24,000 - 29,000**

The authenticity of this work has kindly been confirmed by  
Madame Françoise Gilot.

**Provenance**

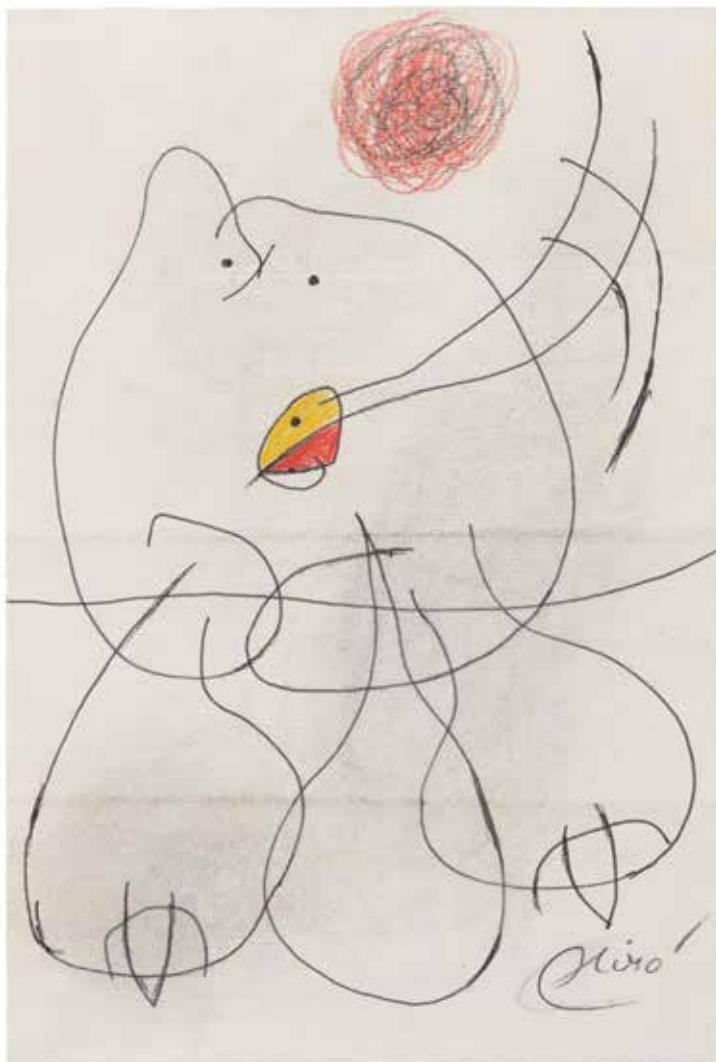
The Mayor Gallery, London, no. 4599.

Rose Adeane Estate, UK; their sale, Bonhams, London,

27 June 2007, lot 37.

Private collection, UK (acquired at the above sale).





50 \* AR

**JOAN MIRÓ (1893-1983)**

*Femme, oiseau*

signed 'Miró.' (lower right); inscribed and dated '29/IX/77 Femme, Oiseau' with a further inscription (possibly by another hand) 'Joan y Pilar Miró con un fuerte abrazo y bellas cosas para el 77, de Camilo, Margot y Carlos Frauloi' (verso)

pen, crayon, chalk and pencil on paper

27 x 17.9cm (10 5/8 x 7 1/16in).

Executed on 29 October 1977

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$16,000 - 24,000**

The authenticity of this work has kindly been confirmed by ADOM.

**Provenance**

Galería Alfredo Melgar, Madrid.

Annandale Galleries, Sydney, no. JM 42.

Private collection, Sydney (acquired from the above in 1999).

**Exhibited**

Sydney, Annandale Galleries, *Joan Miró, gouaches, drawings, etchings, lithographs*, 1999.





51 \* AR

**JOAN MIRÓ (1893-1983)**

*Sans titre*

signed 'Miró' (lower right)

brush and India ink on a lithographic base on *Japon nacré* paper  
50 x 35.6cm (19 11/16 x 14in).

Executed circa 1968

**£10,000 - 15,000**

**€12,000 - 17,000**

**US\$13,000 - 20,000**

This work was executed for the book *Les essencies de la terra* by Joan Perucho.

The authenticity of this work has kindly been confirmed by ADOM.

**Provenance**

Nathan Silberberg, New York (probably acquired directly from the artist).

Private collection, Tel Aviv.

**PROPERTY FROM A PRIVATE COLLECTION, ITALY**

52<sup>AR</sup>

**GIULIO D'ANNA (1908-1978)**

*Volo su Tindari*

signed and inscribed 'FUTURISTA GIULIO D'ANNA' (lower right)

oil on canvas

145.8 x 97cm (57 3/8 x 38 3/16in).

Painted circa 1928 - 1929

**£45,000 - 65,000**

**€52,000 - 75,000**

**US\$59,000 - 85,000**

The authenticity of this work has kindly been confirmed  
by the Archivio Storico Futuristi Siciliani.

**Provenance**

Galleria La Palma, Syracuse, no. D/153/79.

Private collection, Rieti.





53<sup>AR</sup>

**RENATO DI BOSSO (1905-1982)**

*Aerei nel paesaggio*

signed and dated 'Di Bosso 38' (lower right)

pencil on paper

21 x 27.9cm (8 1/4 x 11in).

Executed in 1938

£1,500 - 2,000

€1,700 - 2,300

US\$2,000 - 2,600

The authenticity of this work has kindly been confirmed by the Archivio Unico per la Catalogazione delle Opere Futuriste.

**Provenance**

Galleria La Tartaruga, Rome.

Private collection, Italy.

Thence by descent to the present owner.



54<sup>AR</sup>

**ROBERTO MARCELLO BALDESSARI (1894-1965)**

*Motociclista + città*

signed with the artist's initials 'R·M·B' (lower right)

pencil on card

39.8 x 51.8cm (15 11/16 x 20 3/8in).

Executed circa 1916

£5,000 - 7,000

€5,800 - 8,100

US\$6,600 - 9,200

The authenticity of this work has kindly been confirmed by the Archivio Unico per il Catalogo delle Opere Futuriste di Roberto Marcello Baldessari. This work will be included in the drawing section of the forthcoming Roberto Marcello Baldessari *catalogue raisonné*, currently being prepared by Dott. Maurizio Scudiero.

**Provenance**

Galleria Gissi, Turin, no. 1364.

Galleria Annunciata, Milan.

Private collection, Italy.

Thence by descent to the present owner.



55<sup>AR</sup>

**FRANCESCO CANGIULLO (1884-1977)**

*Ritratto di Marinetti con le lettere umanizzate*

signed and inscribed 'Cangiullo...la "spalla"' (lower right), and inscribed again 'Ritratto di MARINETTI con le "lettere umanizzate" (invenzione di Cangiullo) che compongono il nominativo' (lower edge)

pen and pencil on paper

32 x 22.5cm (12 5/8 x 8 7/8in).

Executed circa 1960 - 1970

£8,000 - 12,000

€9,200 - 14,000

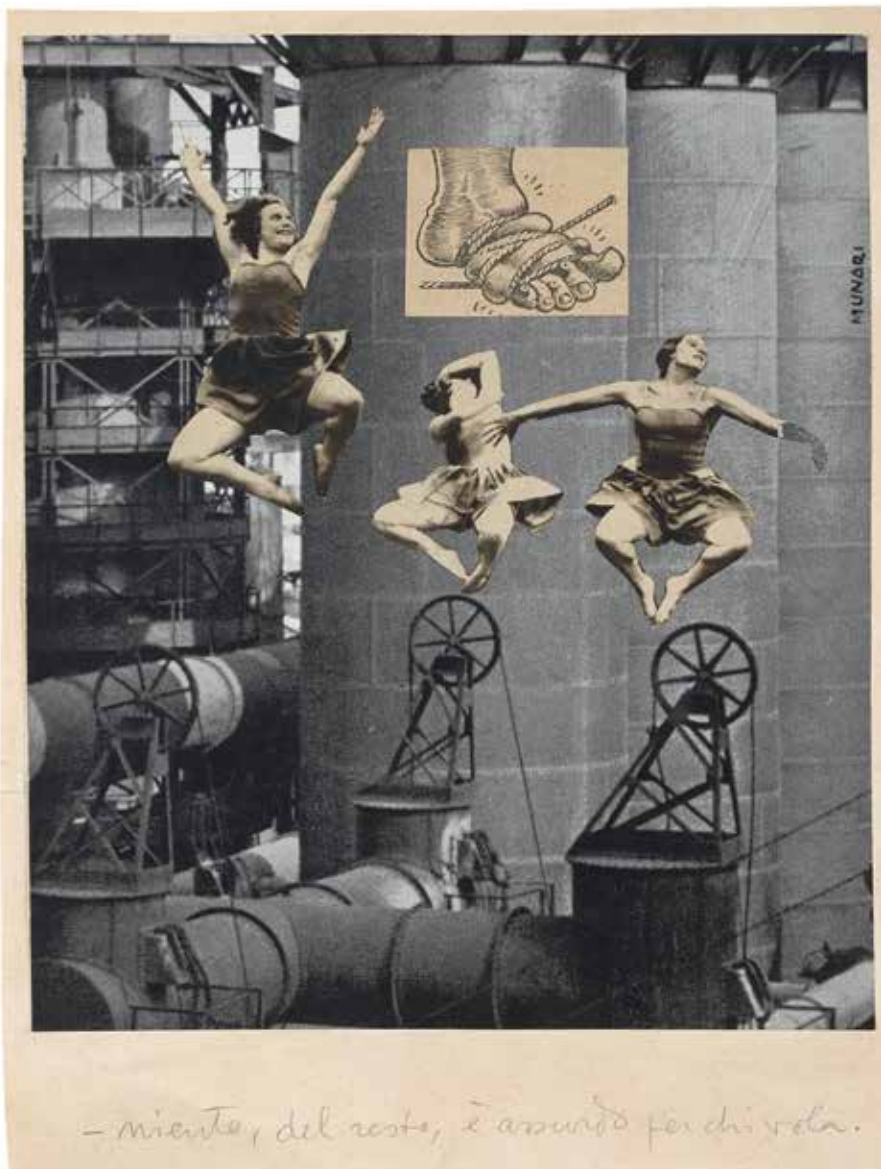
US\$11,000 - 16,000

The authenticity of this work has kindly been confirmed by Prof. Luigi R. Sansone.

**Provenance**

Fausto Gianfranceschi Collection, Italy (a gift from the artist).

Private collection, Rome (acquired from the above in the 1980s).



56<sup>AR</sup>

**BRUNO MUNARI (1907-1998)**

*Niente, del resto...*

signed 'munari' (upper right) and inscribed 'niente, del resto, è assurdo per chi vola' (lower edge)

collage on paper

26.8 x 19.3cm (10 9/16 x 7 5/8in).

Executed in 1939

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,600

**Provenance**

Private collection, Rome.

**Exhibited**

Trento, Museo Aeronautico Gianni Caproni.



57<sup>AR</sup>

**ANGELO CANEVARI (1901-1955)**

*Viaggiata*

signed 'A. CANEVARI' (lower right)

gouache and pencil on paper

44 x 28cm (17 5/16 x 11in).

£1,000 - 1,500

€1,200 - 1,700

US\$1,300 - 2,000

**Provenance**

Private collection, Rome.





58<sup>AR</sup>

**GIULIO D'ANNA (1908-1978)**

*Studio per 'Simultaneità di un paesaggio'*

signed 'G. D'ANNA' (lower right)

gouache and pencil on paper

43.5 x 57.8cm (17 1/8 x 22 3/4in).

Executed circa 1928 – 1929

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

The authenticity of this work has kindly been confirmed by the Archivio Storico dei Futuristi Siciliani.

**Provenance**

Anon. sale, Il Ponte, Milan, 5 December 2017, lot 119.

Private collection, Milan (acquired at the above sale).



**PROPERTY FROM THE COLLECTION OF THE LATE BRUNO  
HERLITZKA**

59<sup>AR</sup>

**MARIO SIRONI (1885-1961)**

*Paesaggio con albero, casa e montagna*  
with the signature 'SIRONI' (lower right)  
oil on paper laid on canvas  
25.5 x 31.3cm (10 1/16 x 12 5/16in).  
Painted circa 1952

£5,000 - 7,000  
€5,800 - 8,100  
US\$6,600 - 9,200

The authenticity of this work has kindly been confirmed by  
the *Associazione per il patrocinio e la promozione della figura  
e dell'opera di Mario Sironi*.

**Provenance**

Galleria La Bussola, Turin, no. 2756.  
Bruno Herlitzka Collection, Rome.  
Private collection, Rome (by descent from the above).



60<sup>AR</sup>

**ENZO BENEDETTO (1905-1991)**

*Spaghetti del prigioniero*  
signed 'benedetto' (lower left)  
oil on burlap  
40.7 x 47cm (16 x 18 1/2in).  
Painted in 1941

£3,000 - 5,000  
€3,500 - 5,800  
US\$3,900 - 6,600

**Provenance**

The artist's studio, Italy.  
Thence by descent to the present owner.

**Exhibited**

Rome, Galleria di Roma, Teatro delle Arti, *Mostra personale del pittore Enzo Benedetto*, 16 - 30 April 1947, no. 12.  
Rome, Galleria Anthea, *E. Benedetto*, November 1964.  
Turin, Galleria d'Arte Narciso, *Enzo Benedetto Futurista dal 1923*, 10 April - 10 May 1986.  
Pratola Peligna, Antico Municipio, *Enzo Benedetto, Pittura degli anni '40*, 15 - 30 July 1989.

**Literature**

S. Lotti, 'Un futurista dagli anni Venti' in *Quaderno di Futurismo-Oggi*, no. 7, Rome, 1968, p. 9.  
E. Torelli Landini, *Enzo Benedetto, mostra antologica*, exh. cat., Rome, 1991, no. 16, inv. no. 201 (illustrated).



61<sup>AR</sup>

**GIULIO D'ANNA (1908-1978)**

*Figure nello spazio*  
signed and dated 'GIULIO D'ANNA 930 VIII' (lower right)  
gouache and pencil on card  
37.9 x 27.4cm (14 15/16 x 10 13/16in).  
Executed in 1930

£5,000 - 7,000  
€5,800 - 8,100  
US\$6,600 - 9,200

The authenticity of this work has kindly been confirmed by the Archivio Storico dei Futuristi Siciliani.

**Provenance**

Private collection, Rome.  
Anon. sale, Itineris, Rome, 13 June 2018, lot 7.  
Private collection, Milan (acquired at the above sale).

**Literature**

A. M. Ruta, *Svelamenti, Inediti siciliani dal Divisionismo al Futurismo*, exh. cat., Palermo, 2002 (illustrated p. 65).



62<sup>AR</sup>

**MASSIMO CAMPIGLI (1895-1971)**

*Composizione / Figura femminile*

signed and dated 'CAMPIGLI 64' (lower right)

oil on canvas

45 x 50.3cm (17 11/16 x 19 13/16in).

Painted in 1964

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

**Provenance**

Galleria Bergamini, Milan.

Private collection, Marino del Tronto (2000).

Tornabuoni Arte, Crans-Montana & Milan.

Private collection, Milan.

Anon. sale, Porro & C., Milan, 27 November 2014, lot 66.

Private collection, Milan (acquired at the above sale).

**Literature**

N. Campigli, E. & M. Weiss, *Campigli, catalogue raisonné*, Vol. II, Milan, 2013, no. 64-053 (illustrated p. 805).

63<sup>AR</sup>

**MAURICE DE VLAMINCK (1876-1958)**

*Meules en hiver*

signed 'Vlaminck' (lower left)

oil on canvas

46 x 60.5cm (18 1/8 x 23 13/16in).

Painted *circa* 1937 - 1938

**£30,000 - 50,000**

**€35,000 - 58,000**

**US\$39,000 - 66,000**

This work will be included in the forthcoming *Maurice de Vlaminck Digital Critical Catalogue*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

**Provenance**

Private collection, France.

**Exhibited**

Rueil-Malmaison, Atelier Grogard, *Maurice de Vlaminck 1876 - 1958*,  
30 January - 6 June 2015.





64

**GUSTAV KLIMT (1862-1918)**

*Sitzend von vorne, den Kopf etwas nach links geneigt (Hermine Gallia)*

pencil on buff paper

45.1 x 30.2cm (17 3/4 x 11 7/8in).

Executed circa 1903 - 1904

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 26,000

**Provenance**

Anon. sale, Sotheby & Co., London, 13 April 1972, lot 166.

Mercury Gallery, London (acquired at the above sale).

Amanda Fewtrell Collection, UK (acquired from the above on 2 June 1998).

**Literature**

A. Strobl, *Gustav Klimt, Die Zeichnungen*, Vol. I, 1878 - 1903, Salzburg, 1980, no. 1023 (illustrated p. 295).





65

**JULIO GONZÁLEZ (1876-1942)**

*Sans titre (femme à sa toilette)*

with the signature 'J. González' (upper right)

pastel and black chalk on paper

45.7 x 25.1cm (25.1 x 25.1in). (within the mount)

Executed circa 1906 - 1908

£6,000 - 8,000

€6,900 - 9,200

US\$7,900 - 11,000

The authenticity of this work has kindly been confirmed by Monsieur Philippe Grimminger. This work will be included in the forthcoming Julio González *catalogue raisonné*, currently being prepared.



66

**ÉDOUARD VUILLARD (1868-1940)**

*Arbres dans la prairie*

stamped with the artist's signature 'E Vuillard' (lower right) and indistinctly inscribed (lower left)

oil on paper laid on canvas

40 x 53.3cm (15 3/4 x 21in).

Painted between 1905 - 1907

£6,000 - 8,000

€6,900 - 9,200

US\$7,900 - 11,000

**Provenance**

The artist's studio.

The Leicester Galleries, London.

Captain Richard A. Peto Collection, Isle of Wight.

Rosemary Peto Collection, London (by descent from the above).

Marlborough Fine Art Ltd., London, no. XLOS 4624.

Gerald Leigh Collection, London (acquired from the above in 1971).

Thence by descent to the present owners.

**Exhibited**

Plymouth, City Art Gallery, *French Impressionists and English Paintings and Sculpture from the Peto Collection*, 1960, no. 89.

**Literature**

A. Salomon & G. Cogeval, *Vuillard, The Inexhaustible Glance, Critical Catalogue of Paintings and Pastels*, Vol. II, Milan, 2003, no. VIII-189 (illustrated p. 915).



67 \* AR

**GUSTAVE CAMILLE GASTON CARIOT (1872-1950)**

*Paysage*

signed and dated 'G. Cariot 1904' (lower left)

oil on canvas

80.9 x 60.2cm (31 7/8 x 23 11/16in).

Painted in 1904

**£10,000 - 15,000**

**€12,000 - 17,000**

**US\$13,000 - 20,000**

**Provenance**

Anon. sale, Cornette de Saint Cyr, 13 December 2013, lot 55.

Private collection, Paris.

Anon. sale, Ader Nordmann, Paris, 20 May 2015, lot 94.

Private collection (acquired at the above sale).

Acquired from the above by the present owner.



68<sup>AR</sup>

**THÉO VAN RYSSELBERGHE (1862-1962)**

*Roses grimpantes*

stamped with the artist's monogram (lower right); stamped with the artist's monogram and inscribed 'VI' (verso)

oil and pencil on card

46 x 49cm (18 1/8 x 19 5/16in).

Painted circa 1920

£4,000 - 6,000

€4,600 - 6,900

US\$5,300 - 7,900

The authenticity of this work has kindly been confirmed by Monsieur Olivier Bertrand.

**Provenance**

Anon. sale, Christie's, Amsterdam, 9 June 2004, lot 87.

Lancz Gallery, Brussels (in 2005).

Private collection, UK.

**Exhibited**

Le Lavandou, l'Espace Culturel de Lavandou, *Théo Van Rysselberghe, Intime*, 8 July - 18 September 2005, no. 12.

**Literature**

R. Feltkamp, *Théo Van Rysselberghe 1862 - 1926, catalogue raisonné*, Paris, 2003, no. P-032 (illustrated p. 451).



69

**GEORGE MORREN (1868-1941)**

*Nature morte aux fruits et légumes*

signed and dated 'Morren 98' (lower right)

oil on canvas

60 x 80.2cm (23 5/8 x 31 9/16in).

Painted in 1898

£8,000 - 12,000

€9,200 - 14,000

US\$11,000 - 16,000

The authenticity of this work has kindly been confirmed by Monsieur Tony Calabrese. This work will be included in the forthcoming supplement of the George Morren *catalogue raisonné*, currently being prepared.

**Provenance**

Anon. sale, Hôtel de Ventes Horta, Brussels, 15 April 2009, lot 226.



70

**PAUL SÉRUSIER (1863-1927)**

*Nature morte à la branche de pommier*

signed 'P Sér' (lower left)

oil on board

22.6 x 33.7cm (8 7/8 x 13 1/4in).

Painted circa 1923

£4,000 - 6,000

€4,600 - 6,900

US\$5,300 - 7,900

This work is registered in the Paul Sérusier online *catalogue raisonné de l'oeuvre*, compiled by the Comité Paul Sérusier, under no. C-092. Nat.

**Provenance**

Anon. sale, Drouot Richelieu, Paris, 8 December 1995, lot 120.

Acquired at the above sale by the present owner.



71

**ÉMILE BERNARD (1868-1941)**

*Nature morte à l'éventail de plumes, oranges et serviette*  
signed and dated 'Emile Bernard 1895' (lower left)

oil on canvas

61 x 50.3cm (24 x 19 13/16in).

Painted in 1895

£25,000 - 35,000

€29,000 - 40,000

US\$33,000 - 46,000

**Provenance**

Ambroise Vollard, Paris.

Galerie Durand-Ruel, Paris, photo no. 18390.

Anon. sale, Palais Galliera, Paris, 29 March 1971, lot 5.

Anon. sale, Sotheby's, London, 13 October 1993, lot 43.

Acquired at the above sale by the present owner.

**Literature**

J.-J. Luthi & A. Israël, *Émile Bernard, instigateur de l'école de Pont-Aven, précurseur de l'art moderne, sa vie, son oeuvre, catalogue raisonné*, Paris, 2014, no. 427 (illustrated 208).

**END OF SALE**

# Bonhams

AUCTIONEERS SINCE 1793



## Post-War & Contemporary Art

New Bond Street, London | 6 March 2019

### ENQUIRIES

Ralph Taylor  
+44 (0) 20 7447 7403  
ralph.taylor@bonhams.com  
[bonhams.com/pic-con](https://www.bonhams.com/pic-con)

### GEORGES MATHIEU (1921 – 2012)

*Piscop*, 1965  
Oil on canvas  
162 by 97 cm. (63 3/4 by 38 3/16 in)  
£60,000 – 80,000  
\$80,000 – 100,000



# Bonhams

AUCTIONEERS SINCE 1793



## Post-War & Contemporary Art

New Bond Street, London | 6 March 2019

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[bonhams.com/pic-con](http://bonhams.com/pic-con)

### CHRISTOPHER WOOL (B. 1955)

*Untitled, 2004*  
Silkscreen ink on linen laid on board  
264.2 by 198.1 cm. (104 by 78 in)  
£800,000 – 1,200,000  
\$1,000,000 – 1,600,000

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*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 or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *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. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £175,000 of the *Hammer Price*  
20% from £175,001 to £3,000,000 of the *Hammer Price*  
12.5% from £3,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the *catalogue*.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

On certain *Lots*, which will be marked "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, shown beside the *Lot* number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- \* VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

## 9. PAYMENT

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

### Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *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.

Payment may also be made by one of the following methods:

**Sterling personal cheque drawn on a UK branch of a bank or building society:** all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

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

**Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only).** There is no limit on payment value if payment is made in person using Chip & Pin verification.

**Payment by telephone** may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

**Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only).** There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

**Note: only one debit or credit card may be used for payment of an account balance.** If you have any questions with regards to card payments, please contact our Customer Services Department.

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

## 12. EXPORT/TRADE RESTRICTIONS

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

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or

otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

## Condition of Firearms

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

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

*Lots* marked with a 'SS8' 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

### 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.

Olt 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  $\Delta$ . All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

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

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

### Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

### DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* [www.bonhams.com](http://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](mailto: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.

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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

#### 4 COLLECTION OF THE LOT

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

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

#### 5 STORING THE LOT

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

#### 6 RESPONSIBILITY FOR THE LOT

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



<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	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	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	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	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	to retain possession of the <i>Lot</i> ;				
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;				
7.1.4	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;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.5	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;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6	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;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7	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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8	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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9	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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		
7.1.10	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;	8.2	The discretion referred to in paragraph 8.1:	<b>10</b>	<b>OUR LIABILITY</b>
7.1.11	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> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.2	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.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		<b>9</b>	<b>FORGERIES</b>	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:
		9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or
		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	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.2	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	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](http://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](mailto:info@bonhams.com).

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

# Bonhams Specialist Departments

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## 19th Century Paintings London

Charles O' Brien  
+44 20 7468 8360  
New York  
Madalina Lazen  
+1 212 644 9108

## 20th Century British Art London

Matthew Bradbury  
+44 20 7468 8295

## 20th Century Fine Art San Francisco

Sonja Moro  
+1 415 503 3412

## Aboriginal Art

Australia  
Francesca Cavazzini  
+61 2 8412 2222

## African, Oceanic & Pre-Columbian Art Los Angeles

Fredric W. Backlar  
+1 323 436 5416 •

## American Paintings New York

Jennifer Jacobsen  
+1 917 206 1699  
Elizabeth Goodridge  
+1 917 206 1621

## Antiquities

London  
Francesca Hickin  
+44 20 7468 8226

## Antique Arms & Armour London

David Williams  
+44 20 7393 3807

## Art Collections, Estates & Valuations

London  
Harvey Cammell  
+44 (0) 20 7468 8340

New York  
Sherri Cohen  
+1 917 206 1671

Los Angeles  
Leslie Wright  
+1 323 436 5408  
Joseph Francaviglia  
+1 323 436 5443

Lydia Ganley  
+1 323 436 4496  
San Francisco  
Victoria Richardson  
+1 415 503 3207  
Celeste Smith  
+1 415 503 3214

## Australian Art Australia

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

## Australian Colonial Furniture and Australiana

+61 2 8412 2222

## Books, Maps & Manuscripts

London  
Matthew Haley  
+44 20 7393 3817

New York  
Ian Ehling  
+1 212 644 9094  
Darren Sutherland  
+1 212 461 6531

Los Angeles  
Catherine Williamson  
+1 323 436 5442

San Francisco  
Adam Stackhouse  
+1 415 503 3266

## British & European Glass

London  
John Sandon  
+44 20 7468 8244

## British Ceramics

London  
John Sandon  
+44 20 7468 8244

## California & Western Paintings & Sculpture

Los Angeles  
Scot Levitt  
+1 323 436 5425  
Kathy Wong  
+1 323 436 5415

San Francisco  
Aaron Bastian  
+1 415 503 3241

## Carpets

London  
Helena Gumley-Mason  
+44 20 8393 2615

## Chinese & Asian Art

London  
Asaph Hyman  
+44 20 7468 5888

New York  
Bruce MacLaren,  
+1 917 206 1677

Ming Hua  
+1 646 837 8132  
Harold Yeo  
+1 917 206 1628 •

Los Angeles  
Rachel Du  
+1 323 436 5587

San Francisco  
Dessa Goddard  
+1 415 503 3333

Henry Kleinhenz  
+1 415 503 3336  
Daniel Herske  
+1 415 503 3271

Lingling Shang  
+1 415 503 3207 •  
Amelia Chao  
+1 415 503 3397

## Hong Kong

Xibo Wang,  
+852 3607 0010  
Australia

Yvett Klein,  
+61 2 8412 2231

## Clocks

London  
James Stratton  
+44 20 7468 8364

New York  
Jonathan Snellenburg  
+1 212 461 6530

## Coins & Medals

London  
John Millensted  
+44 20 7393 3914

Los Angeles  
Paul Song  
+1 323 436 5455

## Entertainment

Memorabilia  
London  
Katherine Schofield  
+44 20 7393 3871

Los Angeles  
Catherine Williamson  
+1 323 436 5442

Dana Hawkes  
+1 978 283 1518

## European Ceramics

London  
Sebastian Kuhn  
+44 20 7468 8384

## European Paintings

London  
Charles O' Brien  
+44 20 7468 8360

New York  
Madalina Lazen  
+1 212 644 9108

Los Angeles  
Mark Fisher  
+1 323 436 5488

Rocco Rich  
+1 323 436 5410

## European Sculptures & Works of Art

London  
Michael Lake  
+44 20 8963 6813

## Furniture and Decorative Art

London  
Thomas Moore  
+44 20 8963 2816

Los Angeles  
Angela Past  
+1 323 436 5422

Anna Hicks  
+1 323 436 5463

## Greek Art

London  
Anastasia Orfanidou  
+44 20 7468 8356

## Golf Sporting Memorabilia

Edinburgh  
Kevin McGimpsey  
+44 131 240 2296  
Hamish Wilson  
+44 131 240 0916

## Irish Art

London  
Penny Day  
+44 20 7468 8366

## Impressionist & Modern Art

London  
India Phillips  
+44 20 7468 8328

New York  
Caitlyn Pickens  
+1 212 644 9135

Los Angeles  
Kathy Wong  
+1 323 436 5415

## Indian, Himalayan & Southeast Asian Art

New York  
Mark Rasmussen  
+1 917 206 1688

Hong Kong  
Edward Wilkinson  
+852 2918 4321

## Islamic & Indian Art

London  
Oliver White  
+44 20 7468 8303

## Japanese Art

London  
Suzannah Yip  
+44 20 7468 8368

New York  
Jeff Olson  
+1 212 461 6516

## Jewellery

London  
Jean Ghika  
+44 20 7468 8282

Emily Barber  
+44 20 7468 8284

New York  
Brett O'Connor  
+1 212 461 6525

Caroline Morrissey  
+1 212 644 9046  
Camille Barbier  
+1 212 644 9035

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Dana Ehrman  
+1 323 436 5407

Emily Waterfall  
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San Francisco

Shannon Beck  
+1 415 503 3306

Hong Kong  
Paul Redmayne  
+852 3607 0006

## Marine Art

London  
Veronique Scorer  
+44 20 7393 3962

**Mechanical Music**  
London  
Jon Baddeley  
+44 20 7393 3872

**Modern & Contemporary  
African Art**  
London  
Giles Peppiatt  
+ 44 20 7468 8355  
**New York**  
Hayley Grundy  
+1 917 206 1624

**Modern & Contemporary  
Middle Eastern Art**  
London  
Nima Sagharchi  
+44 20 7468 8342

**Modern & Contemporary  
South Asian Art**  
London  
Tahmina Ghaffar  
+44 207 468 8382

**Modern Decorative  
Art + Design**  
London  
Mark Oliver  
+44 20 7393 3856  
**New York**  
Benjamin Walker  
+1 212 710 1306  
Dan Tolson  
+1 917 206 1611  
**Los Angeles**  
Jason Stein  
+1 323 436 5466

**Motor Cars**  
London  
Tim Schofield  
+44 20 7468 5804  
**New York**  
Rupert Banner  
+1 212 461 6515  
Eric Minoff  
+1 917 206 1630  
Evan Ide  
+1 917 340 4657  
**Los Angeles**  
Jakob Greisen  
+1 415 503 3284  
Michael Caimano  
+1 929 666 2243  
**San Francisco**  
Mark Osborne  
+1 415 503 3353  
**Europe**  
Philip Kantor  
+32 476 879 471

**Automobilia**  
London  
Toby Wilson  
+44 20 8963 2842  
Adrian Pipiros  
+44 20 8963 2840

**Motorcycles**  
London  
Ben Walker  
+44 20 8963 2819  
James Stensel  
+44 20 8963 2818  
**Los Angeles**  
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*Madonna Medici*, 1521-1534  
Church of San Lorenzo, Sagrestia Nuova, Florence.  
Photo: © akg-images / Rabatti & Domingie

Auguste Rodin (1840-1917)  
*Portrait of William E. Henley*, 1882  
bronze  
Cleveland Museum of Art, USA.  
Photo: © Cleveland Museum of Art, OH, USA / Bequest  
of James Parmelee / Bridgeman Images

### Lot 6

Auguste Rodin, portrait with hat.  
Photo: © Auguste Rodin portrait with hat / Lebrecht  
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Michelangelo Buonarroti (1475-1564)  
*The Dying Slave*, 1513-1515  
marble  
Louvre, Paris.  
Photo: © Heritage-Images / Art Media / akg-images

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Marc Chagall in front of his work, Liberation, in his studio  
in High Falls, 1946.  
Artwork: Chagall © / © ADAGP, Paris and DACS, London  
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Marc Chagall (1887-1985)  
*Le Cirque*, 1957  
lithograph  
Private Collection.  
Photo: © Bonhams  
Artwork: Chagall © / © ADAGP, Paris and DACS,  
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Marc Chagall (1887-1985)  
*Esquisse pour La Révolution*, 1937  
Collection Centre Pompidou, Paris.  
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Léonard Tsuguharu Foujita (1886 - 1968)  
*Madonna et enfant*, c. 1920  
oil on canvas  
Vatican Museums, Rome.  
Photo: © Eric Vandeville/akg-images  
Artwork: © Fondation Foujita / ADAGP, Paris and DACS,  
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Siemeone Martini (1280/85 - 1344)  
*Mary with Child*  
tempera on wood  
Pinacoteca Nazionale, Sienna.  
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Foujita and his wife Kimiyo, 1958.  
Photo: © akg-images / Paul Almasy

### Lot 15

William Adolphe Bouguereau (1825-1905)  
*The Bathers*, 1879  
oil on canvas  
Art Institute of Chicago, USA.  
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Paul Delvaux in his Veurne workshop, 1987.  
Artwork: © Fondation Paul Delvaux,  
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### Lot 19

Alberto Magnelli in his workshop.  
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Alberto Magnelli (1888-1971)  
*Still Life with an Apple*, 1914  
oil on canvas  
Musée National d'Art Moderne, Centre Pompidou, Paris.  
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Henri Matisse (1869 - 1954)  
*Le citron (Still Life with Lemons)*, 1914  
oil on canvas  
Rhode Island School of Design Museum, USA.  
Photo: © Rhode Island School of Design Museum.  
Artwork: © Succession H. Matisse / DACS 2019

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Claude Monet (1840-1926)  
*La Gare Saint-Lazare, vue extérieure*, 1877  
oil on canvas  
Private Collection.  
Photo: © akg-images / Erich Lessing

### Lot 28

Vincent van Gogh (1853-1890)  
*Fermes près d'Auvers*, 1890  
oil on canvas  
Tate Britain, London.  
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### Lot 46

Paul Cézanne (1839-1906)  
*La Montagne Sainte-Victoire*, c. 1904-1906  
oil on canvas  
Stiftung Sammlung E.G. Bührle, Zurich.  
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Auguste Herbin (1882-1960)  
*Landschaft bei Hardricourt*, 1911  
oil on canvas  
Rijksmuseum Kröller-Müller, Otterlo.  
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Daniel Frasnay (b. 1928)  
*Auguste Herbin*, 1953.  
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# Index of Artists

Artists	Lots		
<b>B</b>			
Baldessari, Roberto Marcello	54	Herbin, Auguste	46
Balla, Giacomo	18	Hugo, Valentine	14
Benedetto, Enzo	60	<b>K</b>	
Bernard, Émile	71	Klimt, Gustav	64
Boudin, Eugène	40	<b>L</b>	
Brasilier André	47	Le Sidaner, Henri	3
<b>C</b>			
Campigli, Massimo	62	Loiseau, Gustave	2, 7, 25, 27
Canevari, Angelo	57	<b>M</b>	
Cangiullo, Francesco	55	Magnelli, Alberto	19
Cariot, Gustave Camille Gaston	67	Maillol, Aristide	39
Chagall, Marc	12	Miró, Joan	16, 50, 51
<b>D</b>			
D'Anna, Giulio	52, 58, 61	Morisot, Berthe	29
Daumier, Honoré	33, 34	Morren, George	69
De Chirico, Giorgio	20, 45	Munari, Bruno	56
De Toulouse-Lautrec, Henri	30, 31, 41 42, 43, 44	<b>P</b>	
De Vlaminck, Maurice	63	Pechstein, Max	11
Delvaux, Paul	15	Picasso, Pablo	22
Di Bosso, Renato	53	Pissarro, Camille	36
Dufy, Jean	48	Puvis De Chavannes, Pierre	37
<b>F</b>			
Foujita, Léonard Tsuguharu	13	<b>R</b>	
<b>G</b>			
Giacometti, Diego	23	Renoir, Pierre-Auguste	8, 9, 35
Gilot, Françoise	49	Rodin, Auguste	1, 5, 6, 24, 38
González, Julio	65	<b>S</b>	
Grosz, George	10	Sérusier, Paul	70
Guillaumin, Armand	26	Signac, Paul	32
Guttuso, Renato	21	Sironi, Mario	59
<b>V</b>			
<b>Z</b>			
		Zadkine Ossip	17

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