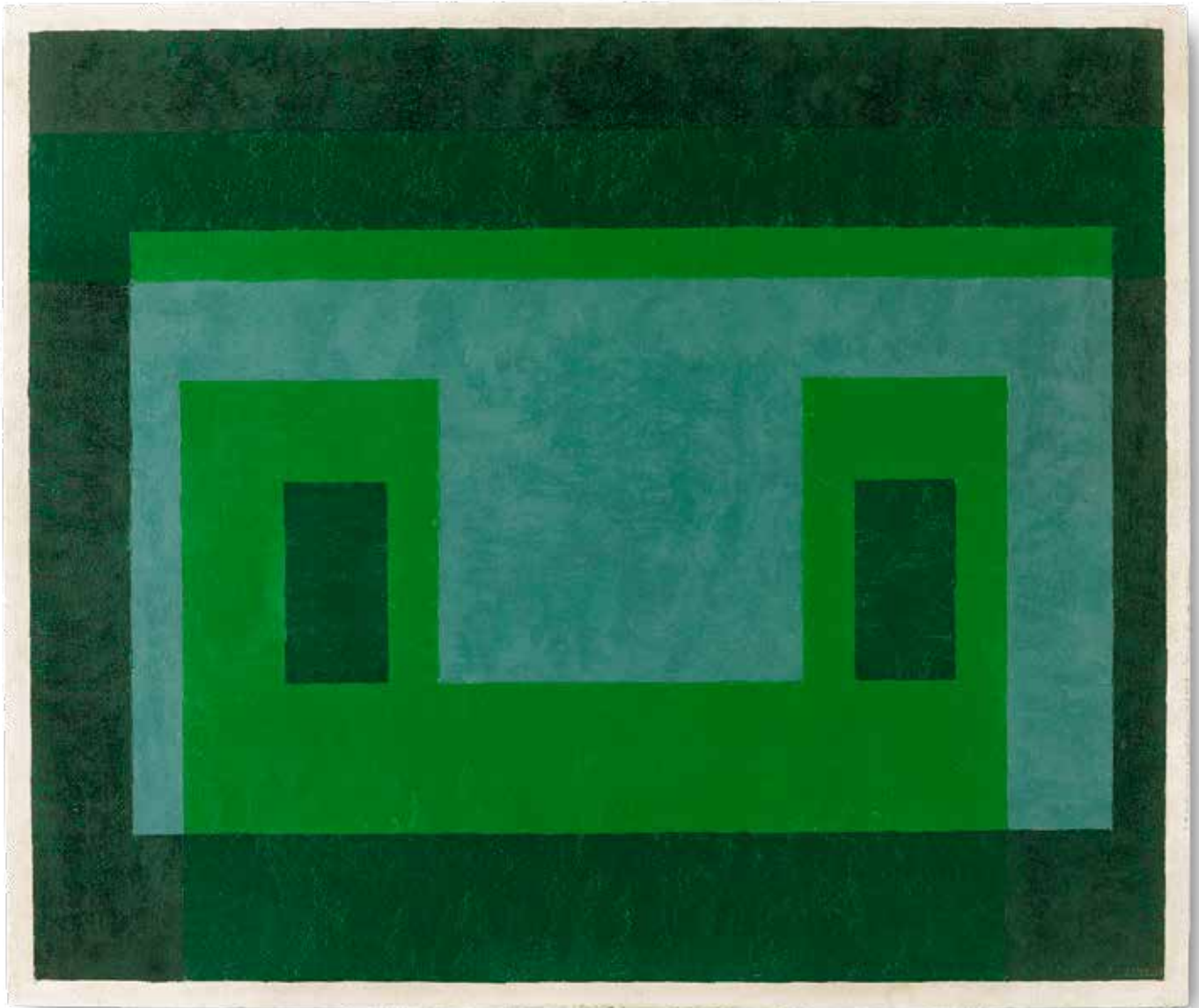


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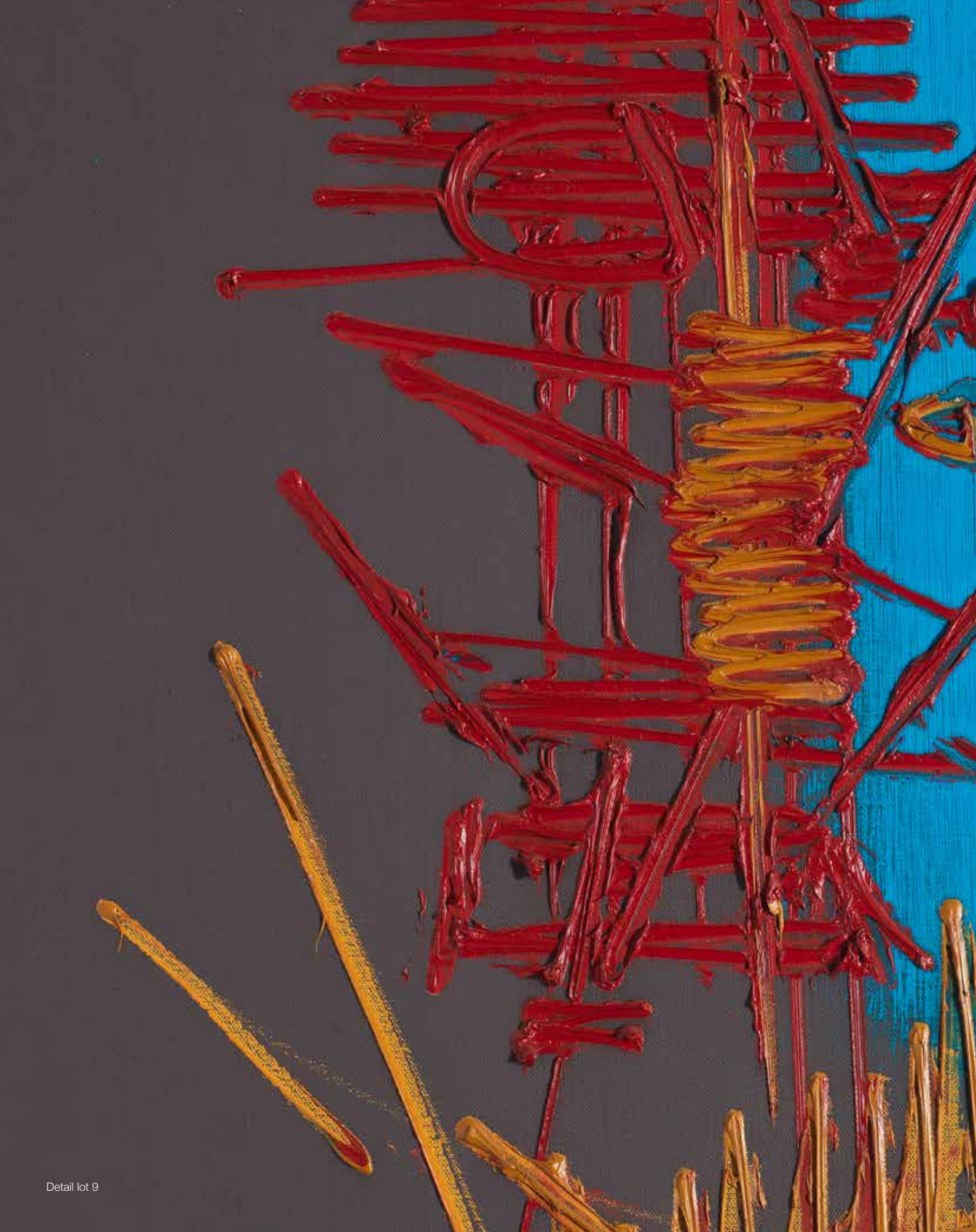


Post-War & Contemporary Art

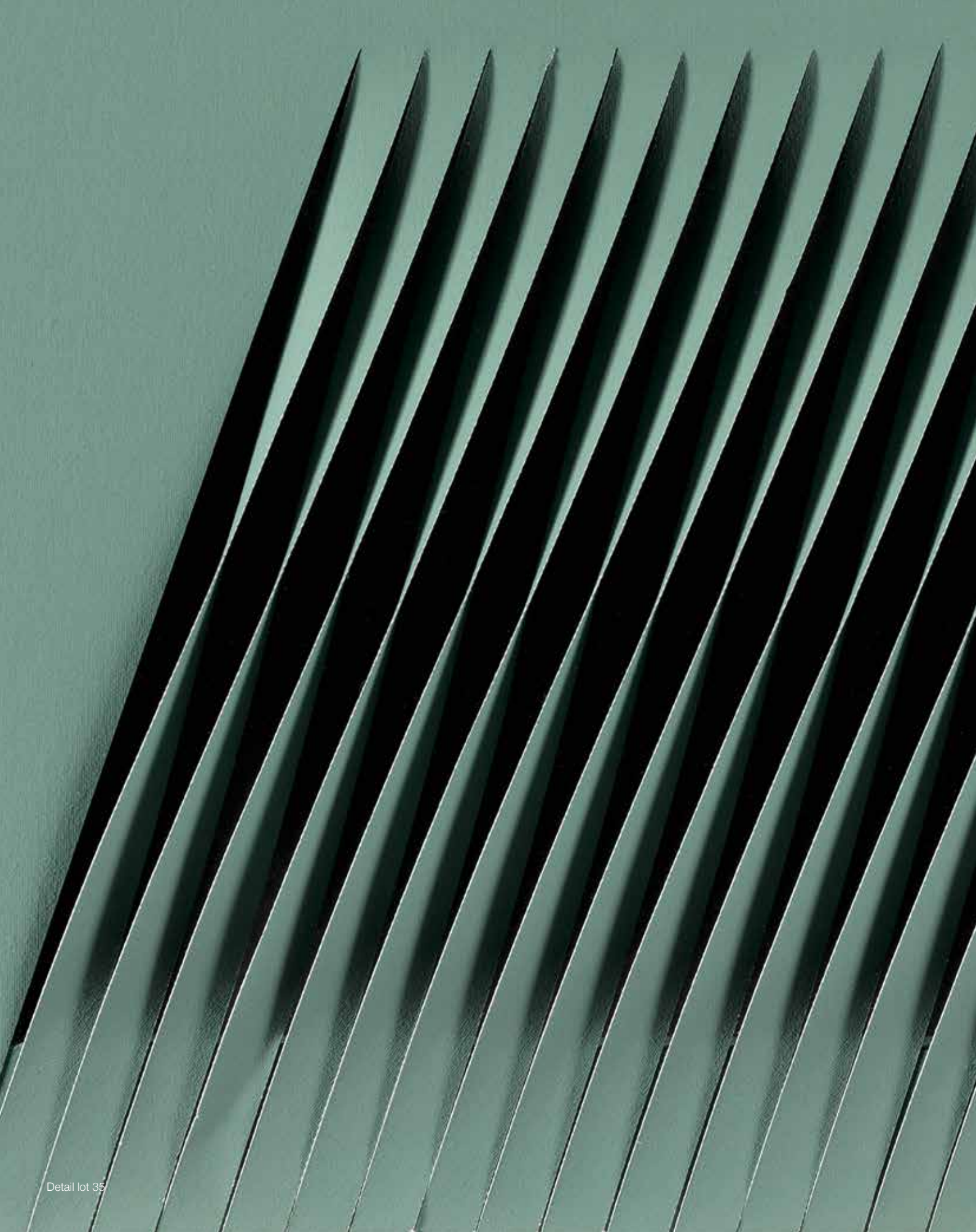
New Bond Street, London | 6 March 2019

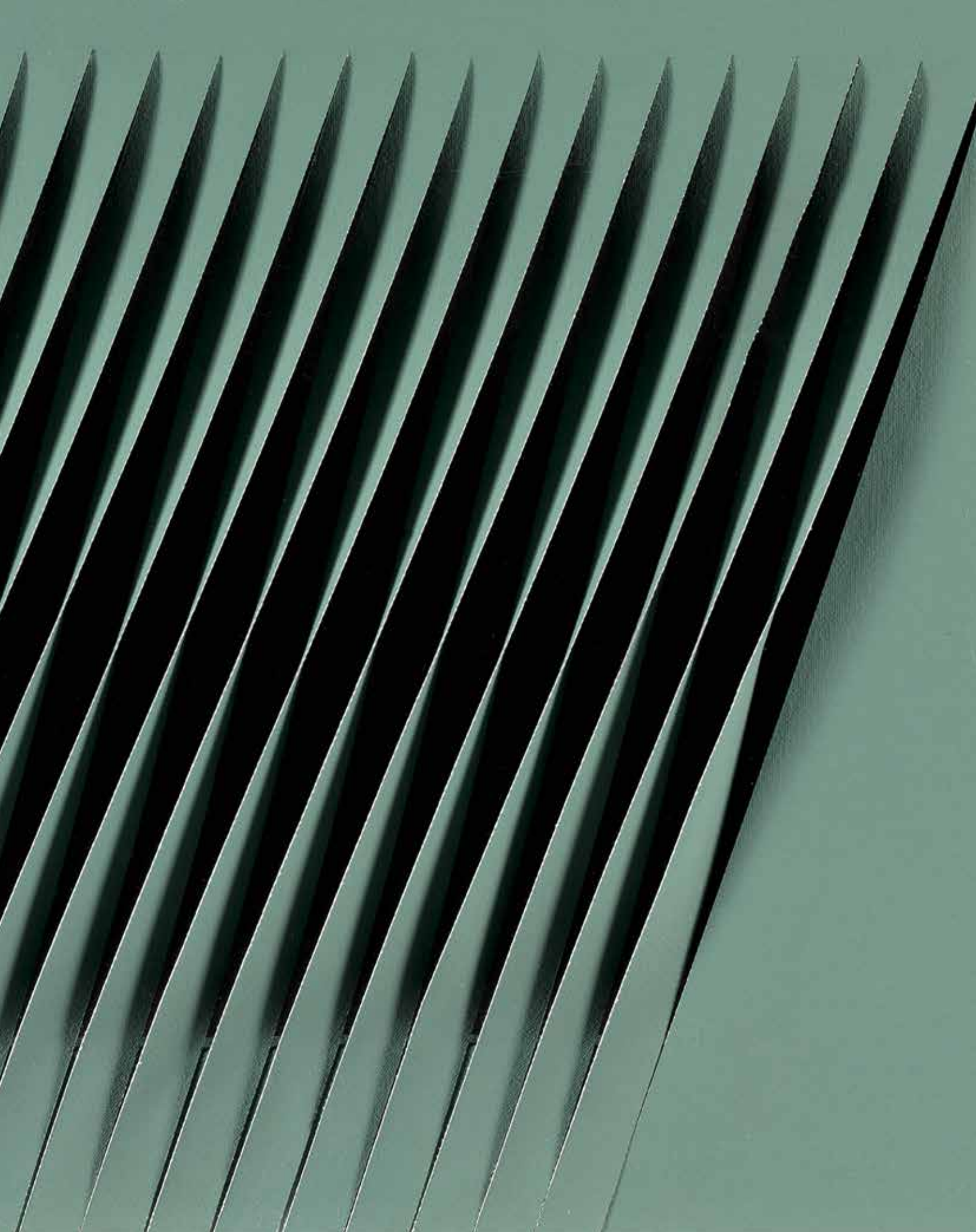




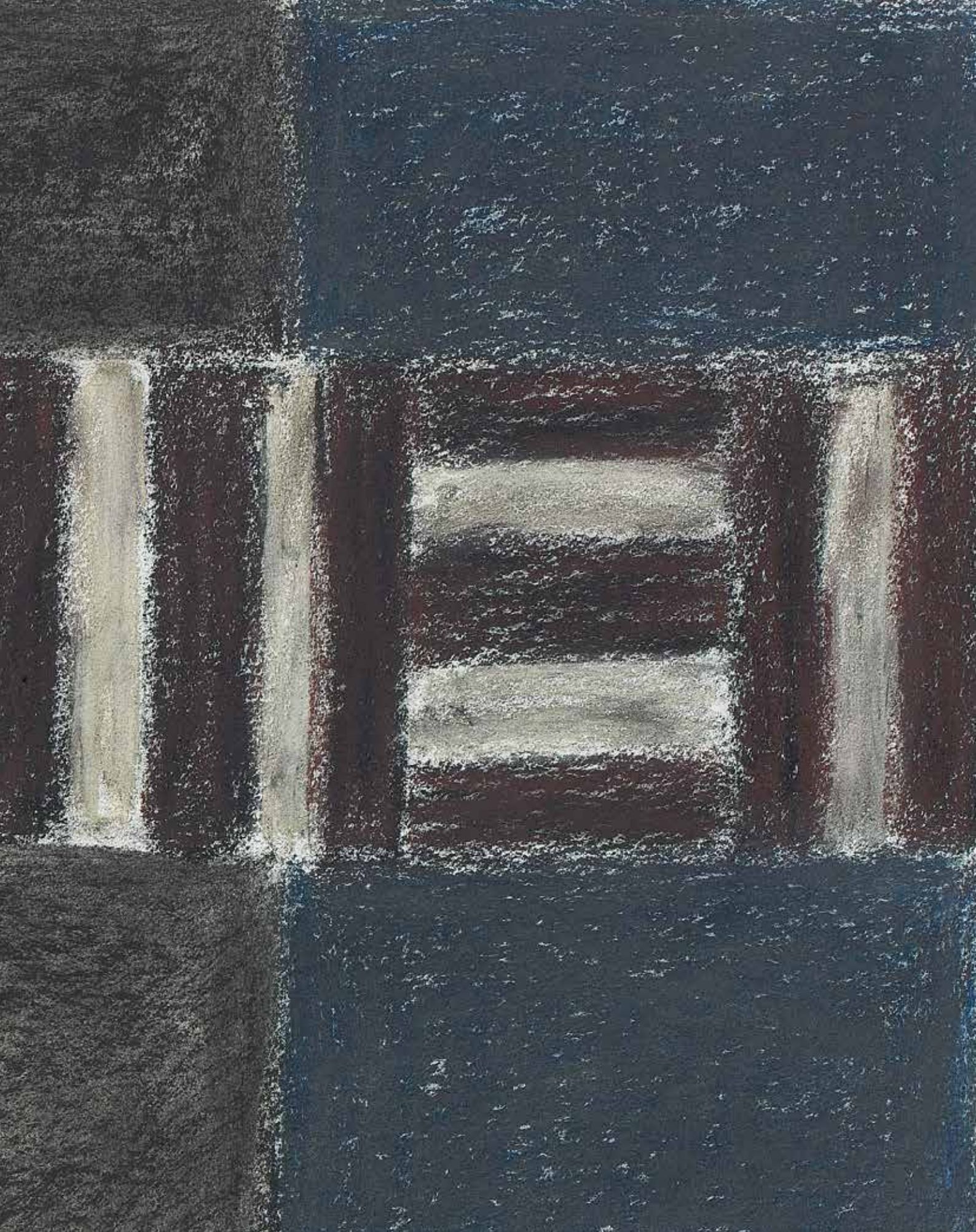














Post-War & Contemporary Art

New Bond Street, London | Wednesday 6 March 2019 at 5pm

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Josef Albers, *Contented Green*, 1948-1955
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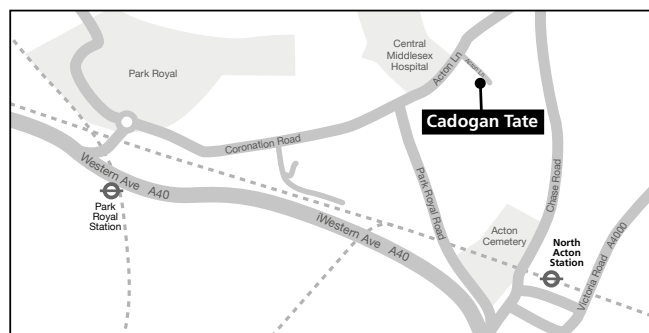
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Post-War & Contemporary Art

Lots 1 - 47



1 AR

GEORG BASELITZ (B. 1938)

Untitled

1983

signed and dated *13.VI.83*
watercolour on paper

61.2 by 43.2 cm.
24 1/8 by 17 in.

£18,000 - 25,000

US\$23,000 - 33,000

€21,000 - 29,000

This work is registered in the *Archive Georg Baselitz*, Munich, under no. GBZ 1706.

Provenance

Galerie Michael Werner, Cologne

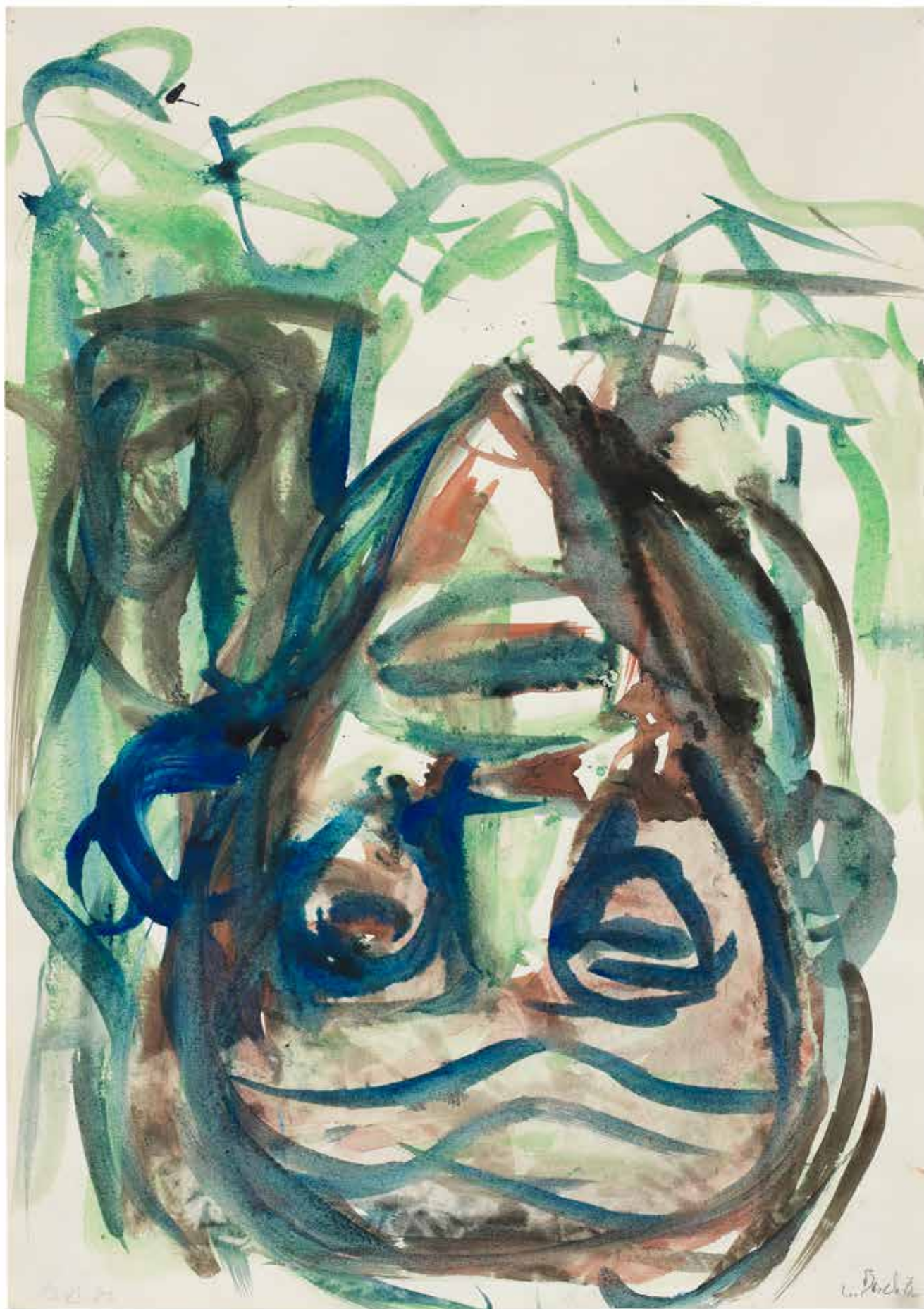
Deweert Art Gallery, Otegem

Acquired directly from the above by the previous owner in 1984

Thence by descent to the present owner

Exhibited

Otegem, Deweert Art Gallery, *G. Baselitz: Werken op papier*, 1984, n.p., illustrated in black and white



2 AR

A. R. PENCK (1939-2017)

Vor dem Konzert

1985

signed
oil and dispersion on canvas

90.5 by 70.5 cm.
35 5/8 by 27 3/4 in.

This work was executed in 1985.

£20,000 - 30,000

US\$26,000 - 39,000

€23,000 - 34,000

Provenance

Galerie Michael Werner, Cologne (no. 491)

Deweert Art Gallery, Otegem

Acquired directly from the above by the previous owner in 1986

Thence by descent to the present owner

Exhibited

Otegem, Deweert Art Gallery, *A.R. Penck*, 1986, n.p., illustrated in colour



3

MAX BILL (1908-1994)

Rotation von vier Farben

1971-1972

signed and dated 1971-72 on the reverse; signed, titled and dated 1971-72 on the stretcher
acrylic on canvas

62 by 62 cm.

24 7/16 by 24 7/16 in.

Diagonal: 87.5 cm.

34 7/16 in.

£40,000 - 60,000

US\$52,000 - 78,000

€46,000 - 68,000

This work is registered in the *max, binia + jakob bill stiftung*, Adligenswil.

Provenance

Carlo Cattelani Collection, Modena

Private Collection, Modena (acquired from the above *circa* 1985)

Gift from the above to the present owner





Featuring Max Bill's signature geometric patterns laid over a diamond-shaped canvas, *Rotation von vier Farben* from 1971-72 is a consummate example of the artist's work. With its vibrant palette of crimson and orange set against deep, jewel-toned indigo and green, the work has been in private hands for over thirty years and will be displayed in public for the first time since its creation.

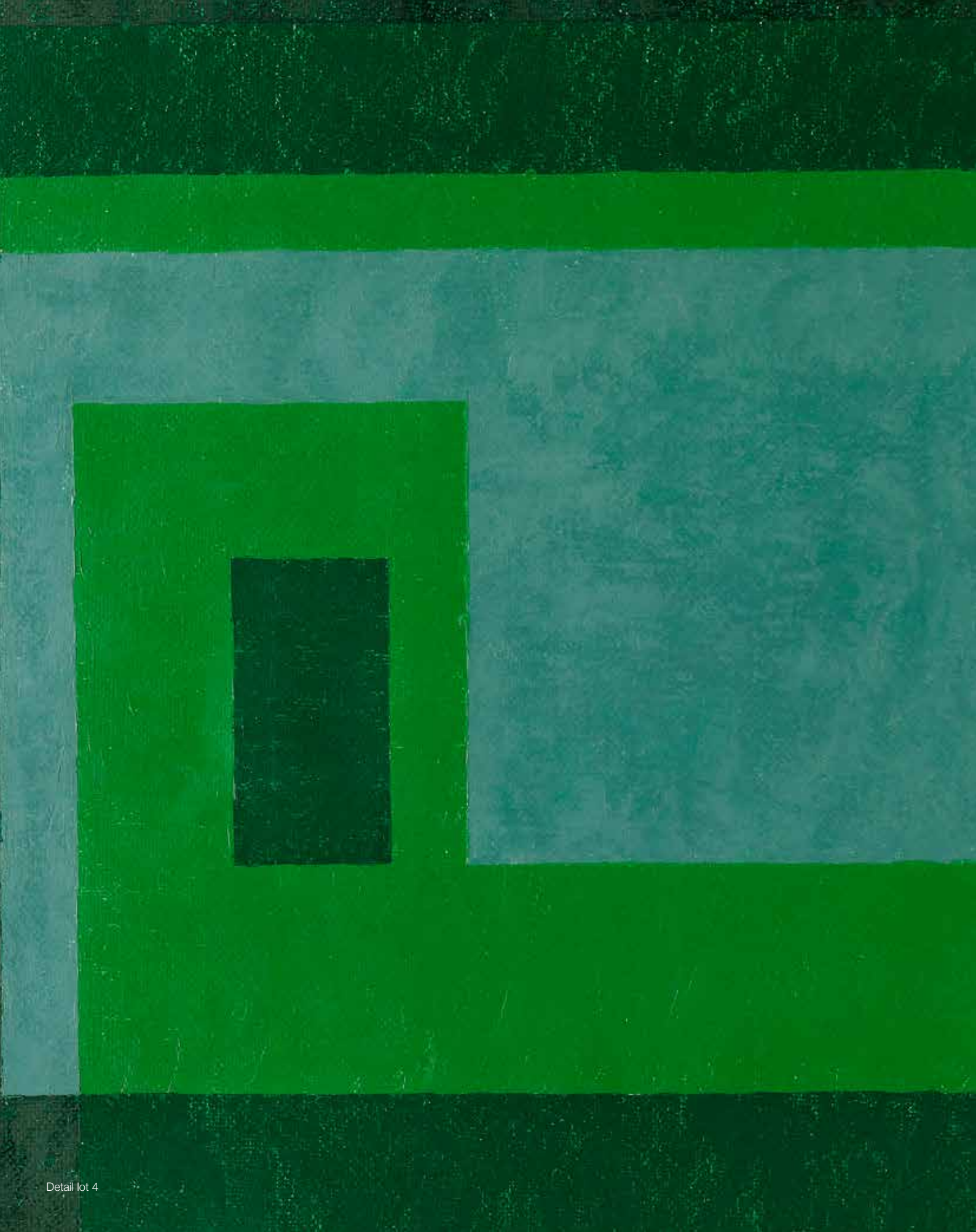
Working simultaneously as an architect, designer and painter, Bill sought to interrogate all aspects of modern life through his work. Whilst attending the Bauhaus in the 1920s, he studied under some of the greatest masters of his time, including Josef Albers, Paul Klee and Wassily Kandinsky – all of whom would come to heavily influence his practice both aesthetically and intellectually. A founding member of the *Concrete Art* movement, Bill sought to move away from the prevalent meaning of 'abstraction' and its potential for self-referentiality and symbolic interpretation. Instead, the artist strived towards a purer art form, one free from any individuality. Strongly driven by his own sociological and political beliefs, Bill believed that painting presented an opportunity to find a solution to those problems which originated in society; he aimed to exert a positive influence on his audience through his use of seemingly dissonant, yet surprisingly harmonious colours and shapes, as is epitomised by the present painting. *Rotation von vier Farben* is a perfect example of the artist's vision, drawing the viewer in through its prism of colour whilst rejecting any traditional reference point – an attribute which is further accentuated by the canvas' unorthodox orientation.

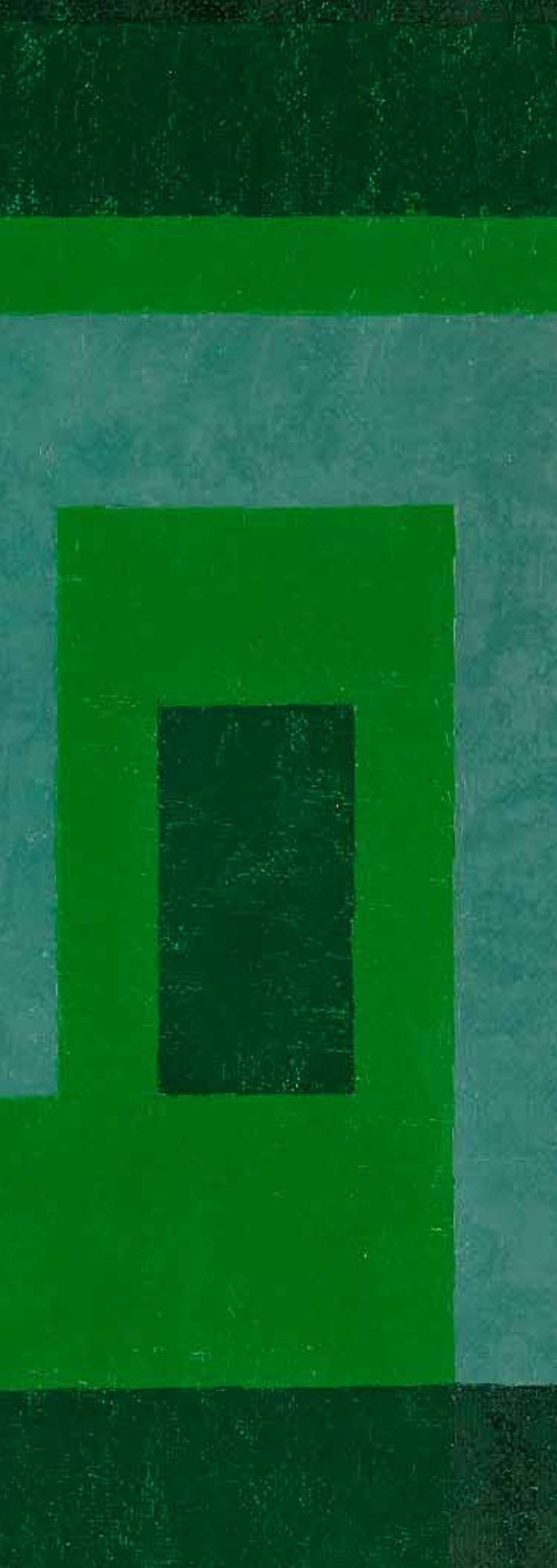
Bill was profoundly influenced by the members of the *De Stijl* movement and particularly Piet Mondrian who he met in 1932 and whose work he collected. Comparisons can easily be drawn between the two artists' work, notably their use of the diamond-shaped canvas. Mondrian began exploring the unusual format as early as 1918 as a way of addressing concerns shared by many artists of his generation, bridging the gap between the aesthetic and the metaphysical. These philosophical underpinnings are also evident in Mondrian's works from the 1920s, such as *Tableau No. IV; Lozenge composition with Red, Grey, Blue, Yellow and Black* in the National Gallery of Art in Washington. Whilst Mondrian's work invites the viewer to envisage the continuation of the painting beyond the canvas, Bill asks the viewer to go one step further: to see the work as allowing for the possibility for expansion while maintaining its integrity as a concrete whole.

Rotation von vier Farben was executed at a critical time in the artist's career, as 1972 saw the appointment of Bill to the Academy of Arts in Berlin and the opening of his major retrospective at the Musée Rath in Geneva after which his work would be included in numerous solo exhibitions and institutional collections around the world.

Left page

Detail of the present work





A seminal painting by
Josef Albers

Lot 4

4 *

JOSEF ALBERS (1888-1976)

Contented Green

1948-1955

signed with the artist's monogram and dated 48-55; signed, titled, dated 48-55 and extensively inscribed on the reverse
oil on masonite

55.8 by 66 cm.

21 15/16 by 26 in.

£350,000 - 400,000

US\$460,000 - 520,000

€400,000 - 460,000

This work will be included in the forthcoming catalogue raisonné currently being prepared by the *Josef and Anni Albers Foundation*, under no. JAAF 1948.1.8.

Provenance

Sidney Janis Gallery, New York

Galerie Denise René, Paris

Private Collection, Paris (acquired from the above *circa* 1985)

Sale: Christie's, Paris, *Art Contemporain - Vente du Soir*, 5 December 2017, Lot 2

Acquired directly from the above by the present owner

Exhibited

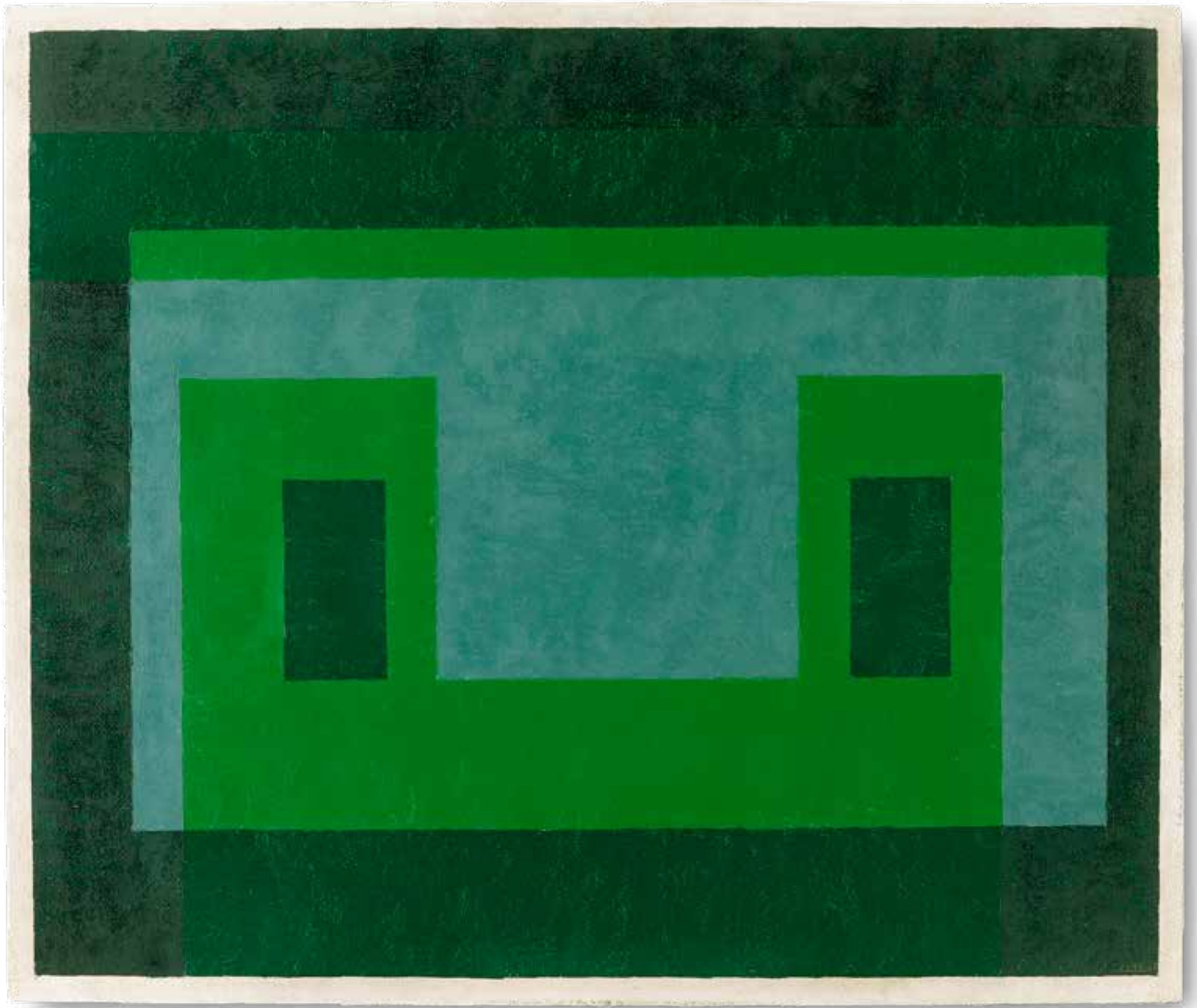
Zurich, Kunsthaus Zürich, *Josef Albers, Fritz Glamer, Friedrich Vordemberge-Gildewart*, 1956, no. 25

Hagen, Osthaus-Museum, *Josef Albers*, 1957, no. 41

Freiburg, Kunstverein Freiburg, *Josef Albers. Zum 70. Geburtstag*, 1958, no. 36

Zurich, Galerie Suzanne Bollag, *Josef Albers*, 1960, no. 8

Wiesbaden, Galerie Renate Boukes, *Josef Albers*, 1962



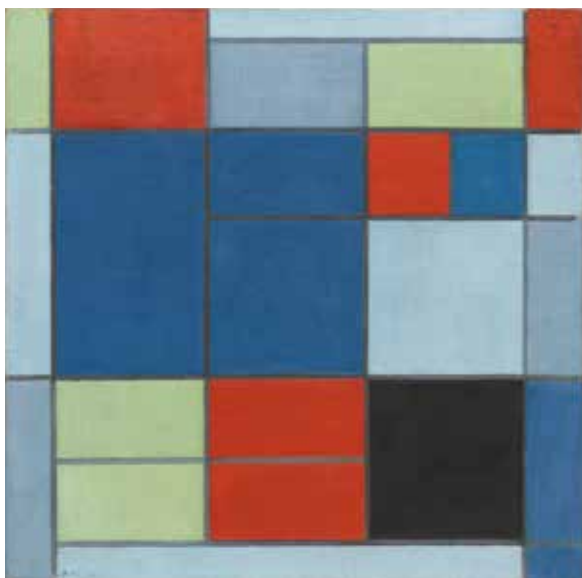
Belonging to Josef Albers' seminal series of *Variant (or Adobe)* paintings inspired by pre-Colombian architecture, *Contented Green* is an exceptional example from one of the artist's most important bodies of work. Albers initiated the *Variant/Adobe* series in 1947 during a year-long sabbatical from his teaching position at Black Mountain College, which he and his wife Anni spent mostly in Mexico. Predating *Minimalism* by more than a decade and hugely important within his oeuvre, Albers' *Variant/Adobe* works were first shown at Sidney Janis' New York gallery in 1949 and are now undergoing a considerable institutional re-evaluation. The series is currently the subject of the major exhibition *Josef Albers in Mexico* which first took place at the Solomon R. Guggenheim Museum, New York, in 2017-18 before travelling to the Peggy Guggenheim Collection in Venice then the Heard Museum in Phoenix, where it will remain on view until 28th May 2019.

Albers travelled to Mexico fourteen times over the course of three decades, avidly absorbing and documenting the country's Mayan, Zapotec and Aztec archaeological sites. Profoundly

impacted by the sun-filled landscapes, awe-inspiring colours and geometric splendour of pre-Hispanic buildings such as the traditional pueblo houses in adobe clay, he wrote to Nina and Wassily Kandinsky that "Mexico is truly the promised land of abstract art, which here is thousands of years old" (the artist in: Heinz Liesbrock, *Anni and Josef Albers: Latin American Journeys*, Berlin 2007, p. 9). The country's tremendous influence on his oeuvre was reciprocal. Luis Barragán - arguably Mexico's most important architect of the 20th century - cited Albers as one of his great sources of inspiration. The pair shared a mutual admiration after meeting in Mexico City in the 1950s, and Barragán wrote to Albers in 1967 "[I have a] profound respect for your work, a lifelong process from which many people, now so bound to improvisation, would learn the steadiness of a profound insight" (Luis Barragán in a letter to Josef Albers, 1967, The Josef and Anni Albers Foundation).

Divided in contrasting panes of colour, *Contented Green's* horizontal composition perforated by window-like apertures radiates a luminous energy. Shades of emerald, forest and cerulean green coalesce on the surface but each hue impacts the composition equally, pulsing with its own intrinsic light and cadence. Executed between 1948 and 1955, it epitomises the confluence of Albers' passion for Mexico's cultural heritage with his studies of colour theory, which date back to his Bauhaus years. Born in Germany, Albers entered the Bauhaus as a student in 1920 then as a professor in 1922. When the school closed down due to Nazi pressure in 1933 he emigrated to the United States where he headed the painting programme at the newly-founded Black Mountain College, counting Robert Rauschenberg and Cy Twombly among his students, before joining Yale University's faculty in 1950. Highly respected as a teacher and scholar, his theories on colour interaction and structural geometry shaped the course of modern art by inspiring movements such as *Minimalism*, *Colour Field Painting* and *Op Art*.

Predating Albers' *Homage to the Square* series - his other crucial body of work - the exquisitely balanced *Variant/Adobe* paintings are a resounding testament of the artist's creative debt to the Mesoamerican world. Laying unmixed pigment straight from the tube with a palette knife and playing with the effect of the Masonite support's weaved texture, these works burst with a dynamic rhythm generated by the juxtaposition of colour and form.





Above

Josef Albers, *Governor's Palace, Uxmal*, 1952
Solomon R. Guggenheim Museum, New York
© The Josef and Anni Albers Foundation / DACS 2019

Left page

Piet Mondrian, *Composition C*, 1920
Museum of Modern Art, New York
© 2019, The Museum of Modern Art/Scala, Florence

5 AR

PIER PAOLO CALZOLARI (B. 1943)

Untitled

1990

signed and dedicated *All'amico Sergio* on the overlap
salt, iron, nut, wax on card laid on board

31 by 21 by 8 cm.
12 3/16 by 8 1/4 by 3 1/8 in.

This work was executed *circa* 1990.

£15,000 - 20,000

US\$20,000 - 26,000

€17,000 - 23,000

This work is registered in the *Fondazione Calzolari*, Fossombrone, under no. A-CAL-0-49,
and is accompanied by a photo-certificate of authenticity.

Provenance

Galleria Orlor, Favaro Veneto

Private Collection, Italy

Acquired directly from the above by the present owner



6 AR TP

PIER PAOLO CALZOLARI (B. 1943)

Galata

1989

copper, boiling coffee, water and butane gas stoves

130 by 176 by 30 cm.

51 3/16 by 69 5/16 by 11 13/16 in.

This work was executed in 1989, and is from an edition of 2.

£40,000 - 60,000

US\$52,000 - 78,000

€46,000 - 68,000

This work is registered in the *Fondazione Calzolari*, Fossombrone, under no. A-CAL-1989-10, and is accompanied by a photo-certificate of authenticity.

Provenance

Galerie Micheline Szwajcer, Antwerp

Galerie Bernard Bouche, Paris

Acquired directly from the above by the previous owner in 2010

Thence by descent to the present owner

Exhibited

Milan, Galleria Giorgio Persano, *Pier Paolo Calzolari*, 1989

Turin, Galleria Giorgio Persano, *Pier Paolo Calzolari*, 1991

Paris, Galerie nationale du Jeu de Paume; Turin, Castello di Rivoli - Museo d'arte contemporanea, *Pier Paolo Calzolari*, 1994, p. 157, another example illustrated in colour (installation view)

Paris, Galerie Bernard Bouche, *Pier Paolo Calzolari*, 2008



An uncanny contraption made up of copper, gas burners and simmering coffee, Pier Paolo Calzolari's *Galata* is an essay in alchemy and amongst the artist's most complex and ambitious works. As vapour rises from the boiling liquid and encircles the sail-like copper sheet above in an elusive dance, conjuring up images of mysterious ceremonies performed in the inner sanctum of a sacred temple, condensation forms on the metal's undulating surface. By capturing and isolating a fleeting moment of transformation, the present work suspends time and offers its very essence up for contemplation.

Although his practice reaches far beyond the confines of any movement, Calzolari was one of *Arte Povera*'s original members and he continues to uphold the group's radical ambition of merging art and life through his use everyday materials, which he 'activates' within their environment. Transcending time and space, *Galata* epitomises the artist's focus on ephemeral transformation and inundates the senses. Its activation is a quasi-ritualistic process: first, precisely three kilos of finely ground coffee beans must be diluted in water. Then, one must turn the butane stove on and wait for the liquid to heat up. Once it has reached its boiling point, it converts to gas and evaporates into the air. Hitting the sheet of copper, droplets of vapour crystallise on the vertical surface and accumulate in the large folds and creases through condensation.

Executed in 1989, *Galata* brilliantly taps into a wide range of references. By transforming and playing with matter across different states, its process is akin to the protoscience of alchemy; the inhaling of vapour exists in many medical and religious traditions around the globe, which recalls ancient practices of

healing. Calzolari's choice of materials brings another complex nexus of references: as one of the few naturally occurring metals, copper has been used by man since 8,000 BC, whilst coffee is deeply embedded within most cultures around the world with modes of preparation varying greatly between regions. Rooted in a wide array of foundations ranging from mystical rituals to prehistory, *Galata* is an extraordinarily complex work which predates and transcends the art historical canon.

Born in 1943 in Bologna and currently living in Portugal, Calzolari spearheaded the Italian avant-garde and helped revive the country's artistic scene in the Post-War period. He has been included in numerous major museum exhibitions, notably at the Galleria Nazionale d'Arte Moderna and the MAXXI in Rome (both in 2017), the Centre Pompidou in Paris (2016), the Punta della Dogana in Venice (2016), the Museum of Modern Art in New York (2014), the Fondazione Prada in Venice (2013), the Kunstmuseum in Basel (2012), the Peggy Guggenheim Collection in Venice (2011), the Tate Modern in London (2001), and the Solomon R. Guggenheim Museum in New York (1994). Calzolari's work is held in the permanent collections of various leading institutions such as the Museo Nacional Centro de Arte Reina Sofia in Madrid, the Castello di Rivoli Museo d'Arte Contemporanea in Turin, the Pinault Collection at the Palazzo Grassi and the Punta della Dogana in Venice, as well as The Art Institute of Chicago.

Right page

Detail of the present lot







A captivating work by
Jannis Kounellis

Lot 7

7 AR

JANNIS KOUNELLIS (1936-2017)

Untitled

1989

steel, rope and antique sewing machine

103.5 by 73.5 by 35 cm.

40 3/4 by 28 15/16 by 13 3/4 in.

This work was executed in 1989.

£100,000 - 150,000

US\$130,000 - 200,000

€110,000 - 170,000

Provenance

Galleria Lucio Amelio, Naples

Richard Gray Gallery, Chicago (acquired from the above in 1990)

Margo Leavin Gallery, Los Angeles

Acquired directly from the above by the present owner in 2011





One of *Arte Povera*'s central figures since the term was first coined by Germano Celant in 1967, Jannis Kounellis favoured the use of everyday objects throughout his practice. Executed in 1989 but firmly rooted within the movement's early narrative, the present work balances organic and man-made elements without imposing any hierarchy, fragments of both are presented as archaeological relics, yielding a deeply elegiac resonance. Featuring an antique sewing machine tightly bound to a sheet of metal by a rough-hewn rope, *Untitled* embodies Jannis Kounellis' long-standing ambition to challenge arbitrary dichotomies - such as the polarisation between art and life or between 'high' and 'low' materials - and carefully deconstructs the post-industrial era's utopianism by exposing machinery's alienating power.

An important and recurring motif for the artist, the sewing machine was first used by Kounellis for his ambitious installation *Manifesto per un teatro utopico (Manifesto for a Utopian Theatre)* at New York's Sonnabend Gallery in 1973. In 1986-87, he filled the space of Chicago's former Singer Sewing Machine Company for a major retrospective. He subsequently produced an edition of 25 vitrines, each of which contained an antique model by Singer and then in 2004 he created site-specific installations featuring vintage sewing machines for several institutional exhibitions (most notably at the Kunstraum in Innsbruck in 2003, Oxford's Museum of Modern Art in 2005, and at the Centro de Arte Contemporaneo Wilfredo Lam in La Havana in 2016).

Once a symbol of progress, the cast iron sewing machine in *Untitled* now seems eerily archaic. As a functional object, it conjures up images of seamstresses who once brought it to life to make or mend garments whilst drawing attention to their absence. The ambivalence between absence and presence, human and machine, past and present, domestic and industrial,

functionality and inertia, masculine and feminine is echoed in the physical and gravitational tension between the elements themselves: as the weight of the sewing machine pulls on the rope - the hoarse texture of which contrasts with the metal supports' cold and smooth surface - the beholder becomes aware of their own corporeality.

Kounellis' psychologically dense and deeply poetic oeuvre became more layered over time and reached its apex by the 1980s, a decade during which the present work was executed. Charged with a quasi-mystical aura, which incites quiet contemplation whilst simultaneously exerting a powerful hold, *Untitled* demonstrates the depth of Kounellis' remarkable mastery of paradoxes as it balances harmoniously from history to mystery and from the mechanical to the tactile. Using familiar objects as symbols or tokens to bridge the gap between the sensorial and spiritual realms, the artist succeeded in creating a work that lingers on the viewer's mind by tapping into our collective unconscious.

A key figure in the canon of post-war art history, the Greek-born artist moved to Rome in 1956, where he lived and worked until his death in 2017. His outstanding output has been the subject of institutional retrospectives worldwide (notably at the Museo Nacional Centro de Arte Reina Sofia in Madrid, the Tate Modern in London, the Albertina in Vienna and the Neue Nationalgalerie in Berlin). His work was also included in numerous major institutional exhibitions (including several editions of the Venice Biennale, shows at the Kunsthalle in Bern, the Stedelijk Museum in Amsterdam and the Solomon R. Guggenheim Museum in New York amongst others) and appears in the collection of further museums, such as the MoMA in New York, the Tate in London, the Centre Pompidou in Paris, the MOCA in Los Angeles, Castello di Rivoli in Turin, and the Museum Brandhorst in Munich.

Left page

Alternate view of the present lot

g AR

HANS HARTUNG (1904-1989)

P 1967-71

1967

ink on cardboard

50 by 70.5 cm.

19 11/16 by 27 3/4 in.

This work was executed in 1967.

£18,000 - 25,000

US\$23,000 - 33,000

€21,000 - 29,000

This work is registered in the archives of the *Fondation Hartung Bergman*, Antibes, under no. CT 5452-2, and is accompanied by a photo-certificate of authenticity.

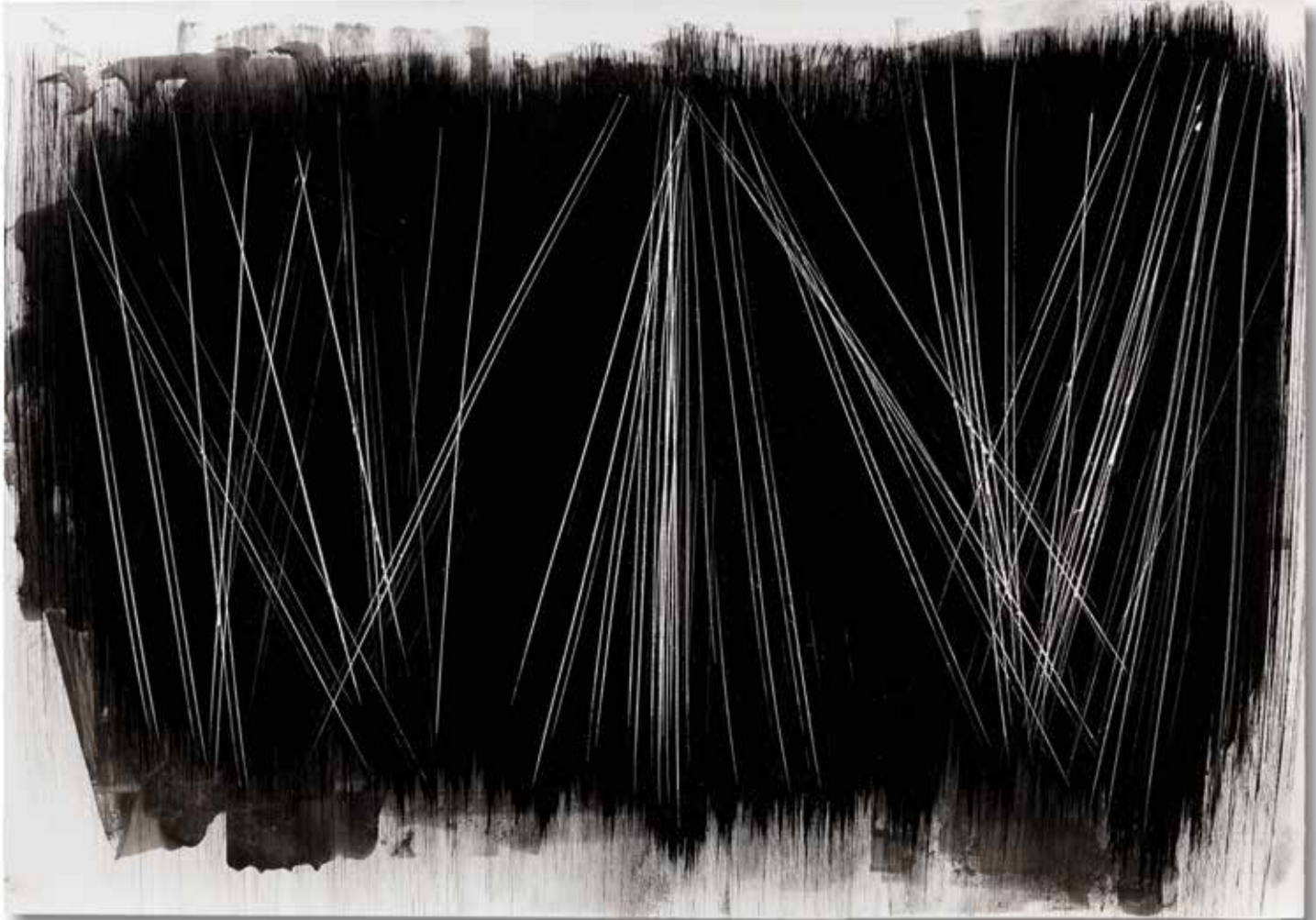
This work will be included in the forthcoming Catalogue Raisonné being prepared by the *Fondation Hartung Bergman*, Antibes.

Provenance

Galerie Sapone, Nice

Private Collection, France

Acquired directly from the above by the present owner



9 AR TP

GEORGES MATHIEU (1921-2012)

Piscop

1965

signed and dated 65; titled on the stretcher
oil on canvas

162 by 97 cm.

63 3/4 by 38 3/16 in.

£60,000 - 80,000

US\$78,000 - 100,000

€68,000 - 91,000

Provenance

Private Collection, Paris

Galerie Bailly Contemporain, Paris

Sale: Piasa, Paris, *Art Contemporain*, 17 June 2009, Lot 16

Private Collection, Europe (acquired from the above)

Private Collection, Italy

Acquired directly from the above by the present owner

Exhibited

Paris, Galerie Charpentier, *Mathieu*, 1965, no. 104

Paris, Galerie Bailly Contemporain, *Mathieu: Peintures et gouaches 1949-1979*, 2009, n.p., illustrated in colour

Literature

Mathey François, *Georges Mathieu*, Milan 1969, p. 194, no. 201, illustrated in colour



10 * AR

SEAN SCULLY (B. 1945)

7.7.88

1988

signed and dated 7.7.88
pastel and charcoal on paper

58.4 by 76.2 cm.
23 by 30 in.

£30,000 - 50,000

US\$39,000 - 65,000

€34,000 - 57,000

Provenance

Fuji Television Gallery, Tokyo

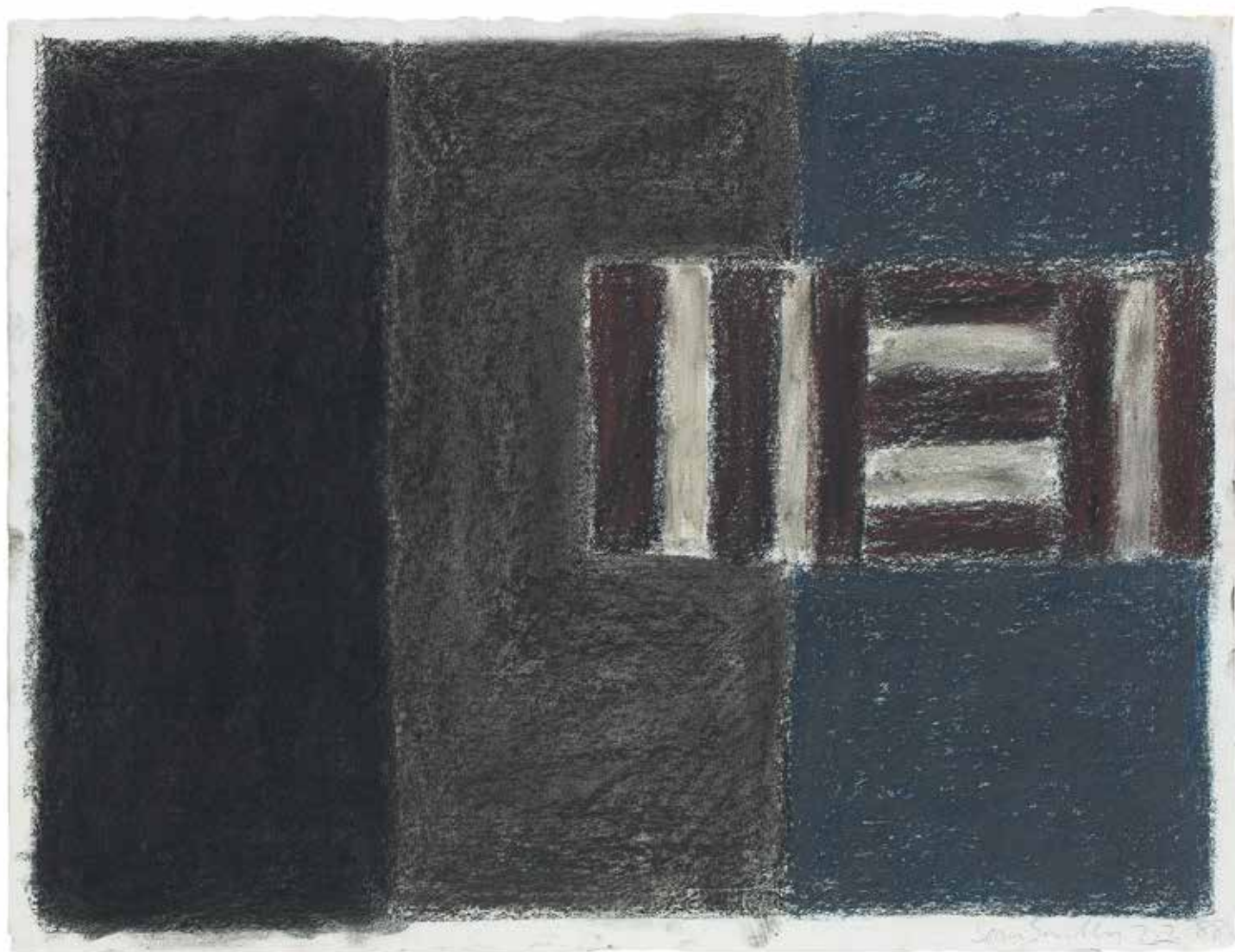
Private Collection, Japan

Sale: Shinwa Auction Co. Ltd, Tokyo, *Modern Art/ Modern Art Part II*, 29 September 2018, Lot 38

Acquired directly from the above by the present owner

Exhibited

Tokyo, Fuji Television Gallery, *Sean Scully*, 1988, n.p., no. 18, illustrated in colour



11 *

SOL LEWITT (1928-2007)

Square with Scribbles

1990

signed and dated 1990
gouache and pencil on paper

76 by 56.7 cm.
29 15/16 by 22 5/16 in.

£12,000 - 18,000

US\$16,000 - 23,000

€14,000 - 21,000

Provenance

Aoi Gallery, Osaka

Private Collection, Japan

Sale: Shinwa Auction Co. Ltd, Tokyo, *Modern Art/ Modern Art Part II*, 29 September 2018, Lot 37

Acquired directly from the above by the present owner



12 *

SAM FRANCIS (1923-1994)

Untitled (SF59-027)

1959

signed, dated 1959, inscribed *Paris*, with the *Sam Francis Estate* stamp and numbered 59-027 on the reverse
gouache on paper

30.2 by 14.1 cm.

11 7/8 by 5 9/16 in.

£12,000 - 18,000

US\$16,000 - 23,000

€14,000 - 21,000

This work is identified with the interim identification number of SF59-027 in consideration for the forthcoming *Sam Francis: Catalogue Raisonné of Unique Works on Paper*. This information is subject to change as scholarship continues by the Sam Francis Foundation.

Provenance

The Sam Francis Estate, California

Manny Silverman Gallery, Los Angeles

Private Collection, USA

Sale: Rago Arts Auction Center, Lambertville, *Post-War and Contemporary Art*, 17 May 2014, Lot 545

Acquired directly from the above by the present owner

Exhibited

San Francisco, San Francisco Museum of Art; Los Angeles, Dickson Art Gallery, *Sam Francis Exhibition of Drawings and Lithographs*, 1967, no. 11

Rome, Galleria d'Arte Il Gabbiano, *Sam Francis*, 2000, n.p., no. 2, illustrated in colour



13

ALEX KATZ (B. 1927)

Roger and Wayne

1977

oil on shaped aluminium (double sided), on a Perspex base

Overall: 42.2 by 79.5 by 12.1 cm.
16 5/8 by 31 5/16 by 4 3/4 in.

This work was executed *circa* 1977.

£8,000 - 12,000

US\$10,000 - 16,000

€9,100 - 14,000

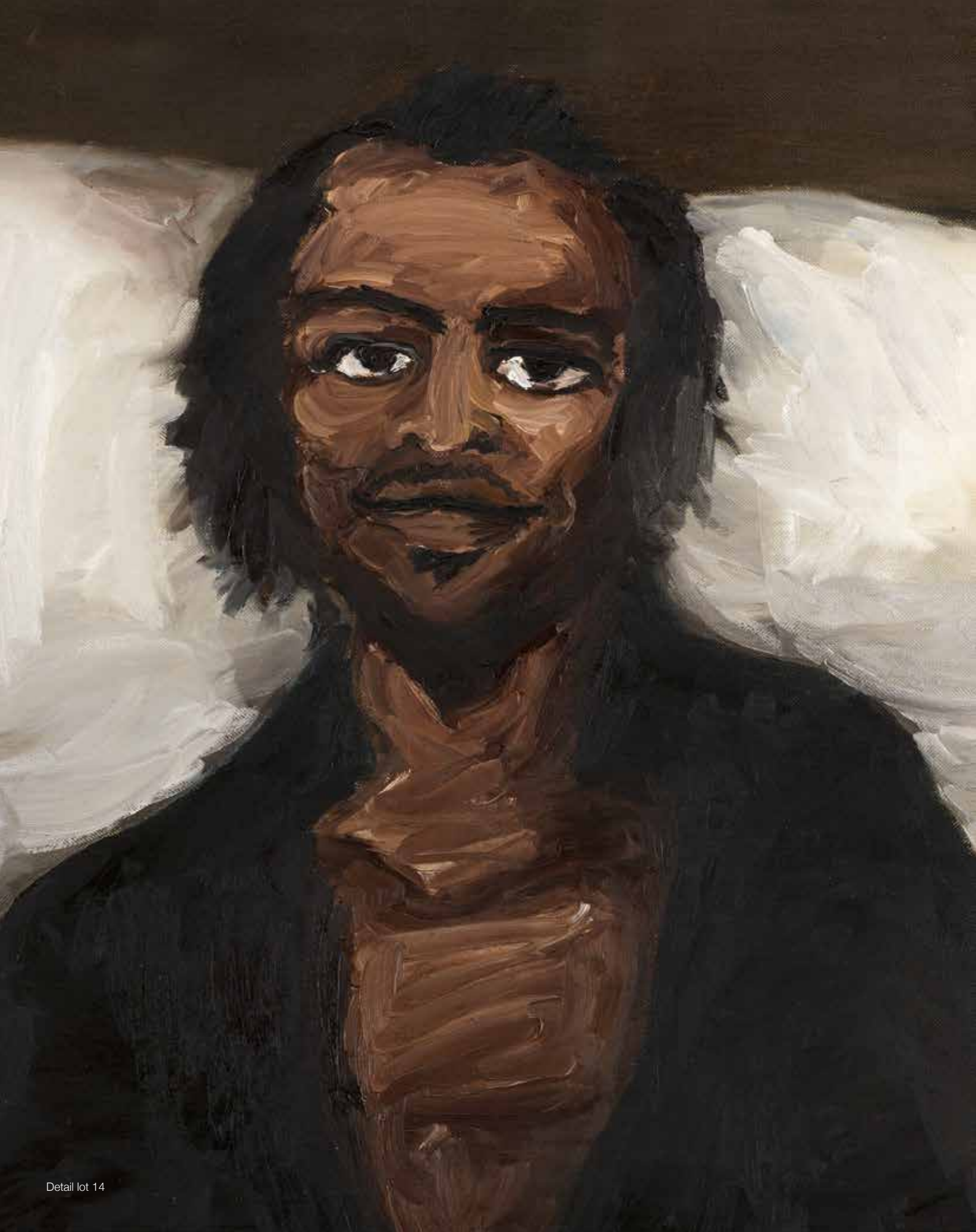
Provenance

Gift from the artist to the present owner



Reverse





A poignant painting by
Lynette Yiadom-Boakye

Lot 14

14 AR TP

LYNETTE YIADOM-BOAKYE (B. 1977)

Sack
2005

signed, titled and dated *2005* on the reverse
oil on linen

182.7 by 168 cm.
71 15/16 by 66 1/8 in.

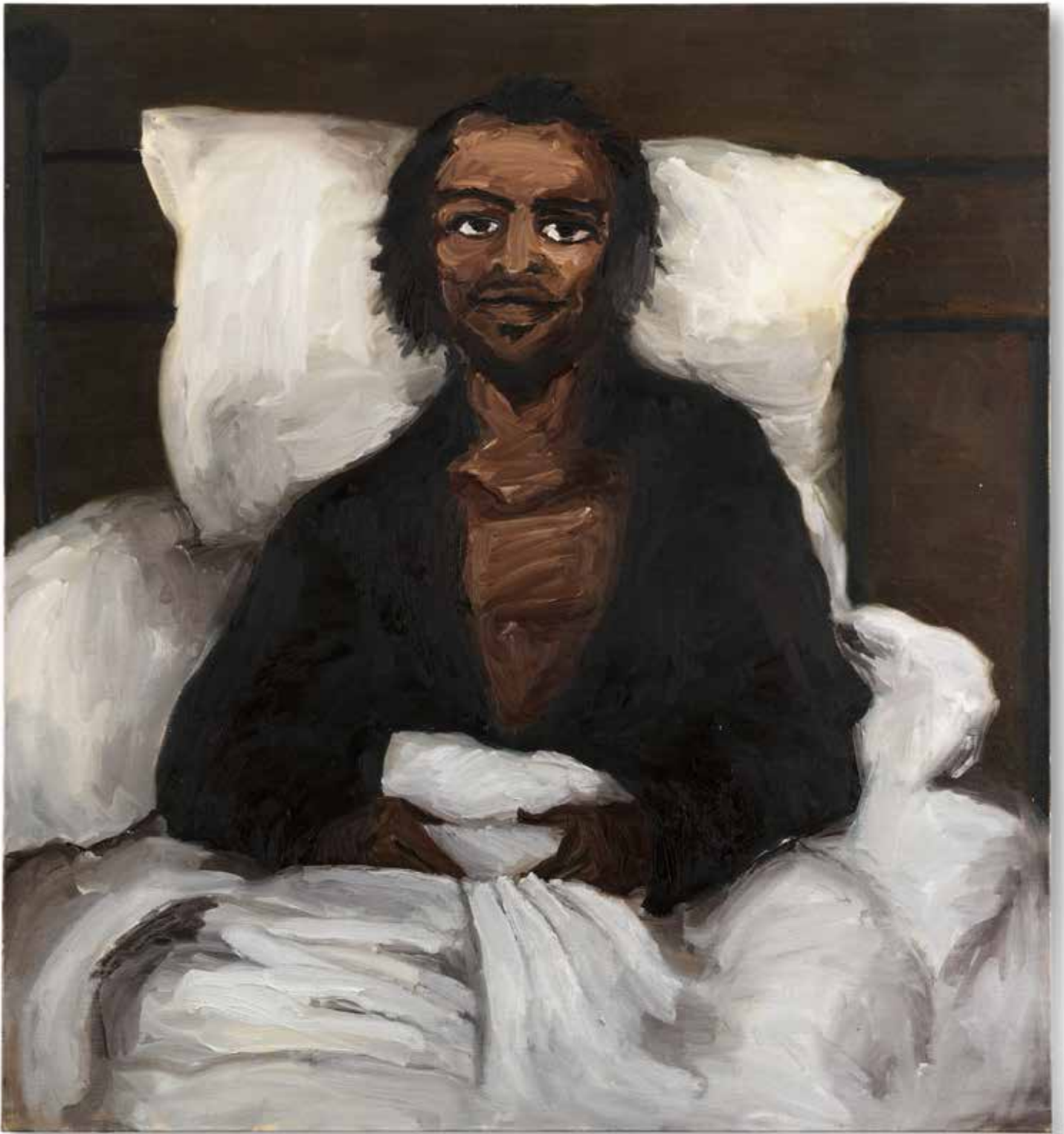
£100,000 - 150,000
US\$130,000 - 200,000
€110,000 - 170,000

Provenance

Flowers Gallery, London
Acquired directly from the above by the present owner in 2005

Exhibited

London, Flowers Gallery, *Artist of the Day*, 2005



This vast arresting canvas was executed in the pivotal years of Lynette Yiadom-Boakye's early career and is an archetypal example of the artist's best and most important work. Yiadom-Boakye had graduated from London's prestigious Royal Academy of Arts earlier in the decade and by 2005 had embarked on this sequence of figurative paintings that was to define her career and establish her as a major force on the international stage.

In the present work *Sack* (2005), a larger-than-life figure stares at the viewer from the most intimate of settings, his glare induces an intrusive feeling which creates an emotional distance, whilst his peaceful smile and content expression dispels the dramatic tension and draws the viewer in. The hazy quality stemming from the artist's urgent and intuitive brushwork heightens the impression that the image is uncannily familiar, as if pulled from memory or a distant, half-remembered dream, even though all of Yiadom-Boakye's portraits are fictitious. "I want to think about painting, not the personality of the man sitting with me", she writes. "I'm far more interested in how we can make people intelligible through paint, rather than getting bogged down in characters. I'm not interested in the personalities of specific people I know. I want the work to be pulled out of the air somehow, to play God and exploit that power of creation in paint." (the artist in an interview with Jamie Stevens, 'Interview with Lynette Yiadom-Boakye', www.chisenhale.org.uk, 23 March 2012).

Favouring mood and ambience over detail, Yiadom-Boakye's hauntingly poetic compositions hint at opaque narratives which are open to interpretation and projection. As a writer and poet as well as a painter, the British artist of Ghanaian descent uses painting to depict what words can't express: "When I write it's normally something that I can't paint, and I paint what I can't write, so in most of the paintings the narrative isn't that clear [...] I think it's important to let things be self-explanatory. I think it's important that it's a sensual experience" (the artist in: 'Lynette Yiadom-Boakye: Studio visit', www.tate.org.uk, 14 November 2013).

Rendered in the artist's signature palette of earthy tones with contrasting whites, *Sack* is an early and auspicious example of Yiadom-Boakye's unique artistic vocabulary which continues to earn her critical and commercial success. She was awarded several important museum exhibitions, which include solo shows at the New Museum of Contemporary Art, New York, in 2017, the Kunsthalle Basel in 2016-17, and at both the

Serpentine Gallery, London and Munich's Haus der Kunst in 2015. She won the Pinchuk Foundation Future Generation Prize in 2012 and, the following year, she was shortlisted for the Turner Prize and included in the 55th Venice Biennale. Most recently, she was awarded the 2018 Carnegie Prize issued by the Carnegie Museum of Art in Pittsburgh, and her work is held in the collections of major institutions around the world such as the Tate, the Arts Council Collection and the Victoria and Albert Museum in London, the Miami Art Museum, the Studio Museum in Harlem, Chicago's Museum of Contemporary Art, the Museum of Modern Art in New York, the San Francisco Museum of Modern Art, and the Smithsonian Institution in Washington D.C.



Above

Detail of the present lot

Right page

Carolus-Duran, *Sleeping Man*, 1861
Palais des Beaux-Arts, Lille





A monumental work by
Christopher Wool

Lot 15

15 * TP

CHRISTOPHER WOOL (B. 1955)

Untitled

2004

signed, dated 2004 and numbered *P467* on the reverse; signed, dated 2004 and numbered *P467* on the overlap
silkscreen ink on linen laid on board

264.2 by 198.1 cm.
104 by 78 in.

£800,000 - 1,200,000

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

€910,000 - 1,400,000

Provenance

Luhring Augustine, New York

Private Collection, Switzerland

Private Collection, New York

Acquired directly from the above by the present owner

Next double page

Eugene Richards, *Christopher Wool in the Studio*, 2006

© 2005 Eugene Richards









Above

Jackson Pollock, *Echo: Number 25, 1951*, 1951

Museum of Modern Art, New York

© 2019, The Museum of Modern Art/Scala, Florence

© The Pollock-Krasner Foundation ARS, NY and DACS, London 2019

Brazen, compelling and visually arresting, *Untitled* from 2004 stands as a totemic achievement and affirmation of Christopher Wool's significance in Contemporary Art. The product of two decades of restless artistic investigation, during which Wool perfected and re-evaluated his creative process, its dynamic composition represents the culmination of the artist's radical approach to painting which continues to earn him considerable critical acclaim. He was notably awarded solo retrospectives at such major institutions as the Museum of Modern Art (2015) and the Solomon R. Guggenheim Museum (2013-14) in New York, the Art Institute in Chicago (2013-14), and the Musée d'Art Moderne de la Ville de Paris (2012).

Evidencing the multitude of screens Wool layered strata after strata, adding a sense of depth to the composition, the fluctuating sepia hues in *Untitled* submerge the viewer under a cacophonous torrent of gestural strokes. Crisp and richly saturated loops erupt atop diaphanous veils of lighter pigment, the stain-like quality conjuring up mental pictures of a gritty street aesthetic. Highly active on the downtown scene of 1980s' New York - the influence which resonates throughout his oeuvre - Wool's irreverent and chaotic vocabulary pulses with the riotous energy of the post-punk and graffiti milieu.

Towering over eight feet in height, *Untitled* belongs to a series of works on linen initiated in the early 2000s, marking a shift from Wool's earlier corpus of paintings which used aluminium as a support. Coalescing gesture with erasure and juxtaposing mechanical with painterly mark-making, these works epitomise the artist's process-based approach to creation which examines and challenges the traditional practice of painting: "When, toward the end of the decade, Wool began to use linen as a support for his paintings, this marked a subtle yet significant shift in his work. Though his earlier use of aluminium did not in itself signify a rejection of painting traditions, his use of linen provided him with an opportunity to re-engage the tradition of painting. In exploring the physical, historical, and conceptual properties of this support, he enriched the union of process and picture-making that is fundamental to his oeuvre" (Ann Goldstein 'How to Paint' in Hans Werner Holzwarth Ed., *Christopher Wool*, New York 2008, p. 187).

Having favoured mechanical means of production that concealed the artist's hand since the late 1980s, beginning with his stencilled wallpaper series, for which he used rollers or rubber stamps to repeat decorative patterns across sheets of enamel, followed by word paintings, Wool started to embrace the visual noise caused by drips and smudges accidentally left on the surface. Progressing from these, Wool's series of highly gestural silkscreen works on linen - to which *Untitled* belongs



- is equally indebted to graffiti as well as critically esteemed genres, such as *Post-Minimalism* or *Abstract Expressionism*. Whilst Wool had been working with silkscreen for years, these paintings explored at least two major new conceptual fields of enquiry: authorship and erasure. In 1998, Wool started using his own works as the basis for new paintings. Using the same screen he had employed in the creation of *Make Me (Pink and Black)*, created that same year, the present work brilliantly questions notions of originality and authenticity. Furthermore, a chance discovery made by Wool as he wiped spray paint off a rejected painting with turpentine to create a new canvas inspired him to investigate the idea of "erasure as a picture" (the artist in: *Ibid*, p. 176).

The death of painting had been predicted by critics since the early 1980s, inciting Wool to push the boundaries of his chosen medium further than they had ever been pushed before. Proving that the age-old genre could still be radical and relevant, Wool's astoundingly complex investigations into the possibilities of the two-dimensional format coupled with his anti-hierarchical sampling of low and highbrow culture led to what is now widely acknowledged to be one of the most important artistic achievements of the new century. Fiercely expressive and complexly layered, Wool's monumental *Untitled* stands at the apex of the artist's crucial and era-defining oeuvre.

Above

Brice Marden, *Vine*, 1992-93

Museum of Modern Art, New York

© 2019, The Museum of Modern Art/Scala, Florence

© ARS, NY and DACS, London 2019



Two *Compressions* by César

Lots 16 - 17

Made respectively from compressed cans and silverware, *Compression* (1969) and *Compression of Silverware* (1975) are distinguished examples of what is arguably César's most influential body of work. An inexhaustible source of experimentation for the artist, his *Compressions* encompass some of the most radical and emblematic explorations in sculpture to come out of Post-War France.

In 1960, César witnessed the installation of an outsized hydraulic press at the Société Française des Ferrailles (French Scrap Iron Company) in Gennevilliers, compelling him to investigate the process of mechanical compression. César initially made attempts with plaques, copper pipes and tin cans, and in May 1960, he exhibited his first *Compressions* which immediately earned him critical and popular acclaim. That same year, he joined the *Nouveau Réalisme* movement founded by Pierre Restany and started the *Compressions Dirigées* (Directed Compressions), for which he carefully chose constituents and their layout in the press to obtain previously unattainable density. A testament to the pivotal nature and importance of the series, César never tired of exploring the process's infinite creative potential and he continued to work on his *Compressions* until his death in 1998.

By re-contextualising everyday objects and rendering them illegible, César shifts focus away from the ordinary and creates something entirely novel. An imposing amalgamation of cutlery, *Compression*

of Silverware (Lot 16) toys with the notion of functionality: by drastically altering the attributes of mundane commodities, César compels the viewer to re-evaluate preconceived understandings of domesticity and beauty. An exquisite and historical work, *Compression* (Lot 17) blends antique values of aesthetic harmony - as demonstrated by the interaction of gold and turquoise, colours used for the regalia of Pharaohs in ancient Egypt - with modern inspiration from the post-industrial era. A compression of metal cans, such as the ones used as oil drums (a common possession for any car owner in the 1960s), *Compression's* pearlescent and reflective surface, crushed in a flurry of folds and wrinkles, draws the viewer in.

The Centre Pompidou held a major retrospective of César's oeuvre in 2018, on the 20th anniversary of his death, which featured César's *Compressions* in a large dedicated space as the foundation of the exhibition. In addition to the Centre Pompidou, César's works are held in other leading museums such as the Museum of Modern Art in New York and the Tate Modern in London amongst many others.

Left page
Detail of lot 16

16 AR TP

CÉSAR (1921-1998)

Compression of Silverware

1975

signed and dated 1975
compressed silverware

81 by 70 by 21.5 cm.
31 7/8 by 27 9/16 by 8 7/16 in.

£40,000 - 60,000

US\$52,000 - 78,000

€46,000 - 68,000

This work is registered in the *Archives Denyse Durand-Ruel*, Paris, under no. 7913.

Provenance

Private Collection, Copenhagen



17 AR

CÉSAR (1921-1998)

Compression

1969

signed
compressed cans

31 by 31 by 18 cm.
12 3/16 by 12 3/16 by 7 1/16 in.

This work was executed in 1969.

£25,000 - 35,000

US\$33,000 - 46,000

€29,000 - 40,000

This work is registered in the *Archives Denyse Durand-Ruel*, Paris, under no. 7975,
and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, France

Acquired from the above by the present owner



18 AR

ARMAN (1928-2005)

Cube

1969

signed and dated 69
broken violin in polyester resin

25 by 25 by 25 cm.
9 13/16 by 9 13/16 by 9 13/16 in.

£8,000 - 12,000

US\$10,000 - 16,000

€9,100 - 14,000

This work is registered in the *Archives Denyse Durand-Ruel*, Paris, under no. 10.582,
and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Milan

Acquired directly from the above by the present owner in 2013



19 AR

CLAUDE LALANNE (B. 1924)

Lapin Chou I

1987

signed with the artist's initials, stamped *LALANNE* and numbered *8/8* on the underside
bronze

25 by 31 by 17 cm.
9 13/16 by 12 3/16 by 6 11/16 in.

This work was executed in 1987.

£16,000 - 22,000

US\$21,000 - 29,000

€18,000 - 25,000

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

Provenance

Acquired directly from the artist by the present owner in 1989

Exhibited

New York, Marisa Del Re Gallery, *Les Lalannes*, 1988, p. 10, another example illustrated in colour

Paris, Musée des Arts Décoratifs, *Les Lalanne*, 2010, pp. 114-115, another example illustrated in colour

Literature

Robert Rosenblum, *Les Lalanne*, Geneva 1991, p. 67, another example illustrated in colour

Daniel Abadie, *Lalanne(s)*, Paris 2008, p. 61, another example illustrated in colour



Reverse



20

CHIHARU SHIOTA (B. 1972)

State of Being #2

2009

steel, wool thread and book pages

70 by 40 by 40 cm.

27 9/16 by 15 3/4 by 15 3/4 in.

This work was executed in 2009.

£12,000 - 18,000

US\$16,000 - 23,000

€14,000 - 21,000

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

Provenance

Galerie Christophe Gaillard, Paris

Acquired directly from the above by the present owner in 2010

Exhibited

Paris, Galerie Christophe Gaillard, *Chiharu Shiota: Unconscious Anxiety*, 2009, p. 11,
illustrated in colour



21

SHOZO SHIMAMOTO (1928-2013)

Ana Esquisse

1958

signed and dated 1958
oil, ink wash and tape on graph paper

36.3 by 51.3 cm.
14 5/16 by 20 3/16 in.

£12,000 - 18,000

US\$16,000 - 23,000

€14,000 - 21,000

This work is registered in the archive of the *Shozo Shimamoto Association*, Nishinomiya-Reggio Emilia-Naples, under no. 1134, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Bologna (acquired from the artist in 2008)
Acquired directly from the above by the present owner in 2014

Exhibited

Brixen, Galerie Hofburg, *Shozo Shimamoto: Malerei und Geste*, 2013, p. 22, illustrated in colour

Literature

Luca Beatrice and Willy Montini, *Around Zero*, Milan 2014, p. 142, illustrated in colour

Balanced on a fulcrum between violence and fragility, Shozo Shimamoto's *Hole* series was initiated during the post-war occupation of Japan by the Allied Forces. A founding member of the *Gutai Art Association* - arguably the country's most important artistic achievement in recent history - Shozo Shimamoto emphasised the performative aspect of his process throughout his oeuvre. Translated into English as 'concreteness' or 'embodiment', *Gutai* encouraged a deep connection between gesture and spirit, artist and nature, in order to attain an absolute state of creativity. Emerging amidst a climate of

regeneration and reclaiming of national identity after the war, the movement's life-affirming ambition to breathe vitality into matter was both radically modern and cognisant of the artists' cultural heritage. Contrasting with the graph paper's delicate surface brushed with soft hues, the rips and tears in Shimamoto's rare *Ana Esquisse (Sketch for 'Hole')* capture the artist's pioneering force and embody the act of making in all its brutal glory.



22

KAZUO SHIRAGA (1924-2008)

Yubu

1978

signed in Japanese and dated 1978.9; signed, titled and dated in Japanese on the reverse
oil on paper laid on panel

27.3 by 24.3 cm.

10 3/4 by 9 9/16 in.

£15,000 - 20,000

US\$20,000 - 26,000

€17,000 - 23,000

Provenance

Private Collection, Japan

De Primi Fine Art, Switzerland

Acquired directly from the above by the present owner in 2010



W. K. 1998. 9



23 * TP

MASAAKI YAMADA (1929-2010)

D. 156

1973

signed and dated in Japanese, signed and dated 1973 in English on the reverse
oil on canvas

60 by 194 cm.

23 5/8 by 76 3/8 in.

£30,000 - 50,000

US\$39,000 - 65,000

€34,000 - 57,000

We are grateful to the *Estate of Yamada Masaaki* for confirming the cataloguing of the present work.

Provenance

Collection of the Artist, Japan

M. Art, Japan

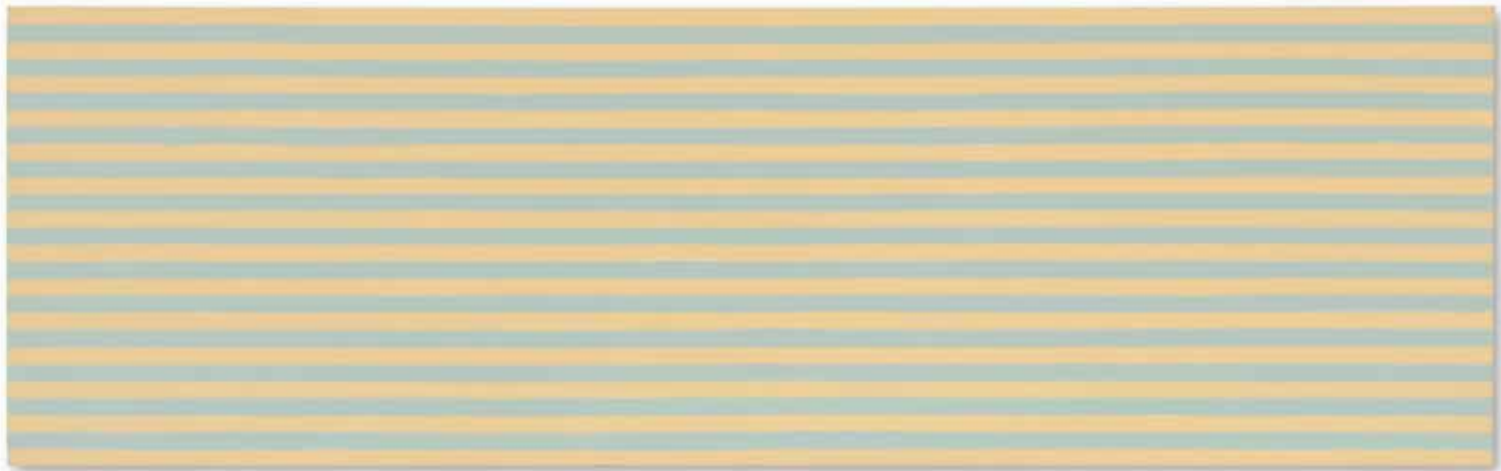
Acquired directly from the above by the present owner

Exhibited

Tokyo, Koh Gallery, *Yamada*, 1978, no. 7

Literature

Takashi Hayami, 'The autonomy of a painting' in: *Mizue*, no. 883, October 1978, p. 76, illustrated in black and white





Alternate view lot 24
© Cathy Carver

An outstanding work by
William Kentridge

Lot 24



PROPERTY FROM A DISTINGUISHED AUSTRALIAN COLLECTION

24 * TP

WILLIAM KENTRIDGE (B. 1955)

Rebus

2013

Each: signed with the artist's initials and numbered 12/12 on the base

Each: bronze

Smallest bronze: 22 by 16.3 by 28 cm.

8 11/16 by 6 7/16 by 11 in.

Largest bronze: 37.5 by 28 by 21 cm.

14 3/4 by 11 by 8 1/4 in.

As installed: 172 by 332.5 by 33.5 cm.

67 11/16 by 130 7/8 by 13 3/16 in.

This work was executed in 2013.

£90,000 - 120,000

US\$120,000 - 160,000

€100,000 - 140,000

Provenance

Annandale Galleries, Sydney

Acquired directly from the above by the present owner

Exhibited

New York, Marian Goodman Gallery, *William Kentridge*, 2013

Sydney, Annandale Galleries, *William Kentridge: SO*, 2014, pp. 19-27, illustrated in colour

Beijing, Ullens Center for Contemporary Art, *William Kentridge: Notes Towards a Model Opera*, 2015, p. 247, illustrated in colour

Seoul, National Museum of Modern and Contemporary Art, *William Kentridge: Peripheral Thinking*, 2015-2016





View of one bronze

William Kentridge's *Rebus* created between 2013 and 2014 is a rare and extraordinary example of the acclaimed South African artist's practice. A unique piece of artistry representing Kentridge's transformative imagination and unparalleled ability to stage theatrical illusions, these nine roughly cast representations of everyday objects represent the apex of a larger body of work based on the concept of the rebus, igniting the viewer's imagination whilst bending the laws of kinetics and perspective.

"At first they were very simple drawings", the artist said about the series, "and then I started wondering what would happen if the order of the images was changed, as if they were part of a narrative that was being rewritten, or as if they were a series of picture books that could be read to a child in very different ways. And so they changed from drawings to cardboard cut-outs and from cardboard cut-outs into three-dimensional [...] sculptures which could, when turned, transform from a fruit bowl to a cone, from a megaphone to a square; hieroglyphs of sorts, in which an invitation is extended to the viewer to make sense of the

nonsense – and what is offered is not a natural interpretation, but rather the possibility of sense. There is an invitation to make our own rebus from the elements, a narrative sentence from the different pieces" (the artist in: Sydney, Annandale Galleries, *William Kentridge: SO*, 2014, p. 18).

Epitomised in *Rebus*, the metamorphic potential of imagery as well as the ability to create or deduce multiple meanings from a single source are of central importance to the understanding of Kentridge's oeuvre. Referring to the illusionary device which uses images and symbols in order to represent words or parts of words, the artist's choice of title suggests a sense of narrative and progression, creating abstract or imagined associations between each object. In *Rebus*, each element morphs into another when turned on its side - the bird, for instance, reshapes into a cage, while the telephone and stamp transform into a nude. Kentridge's work is always layered and open to interpretation, a factor that is further entrenched in the present work not only by the dual quality of each sculpture – a naturally



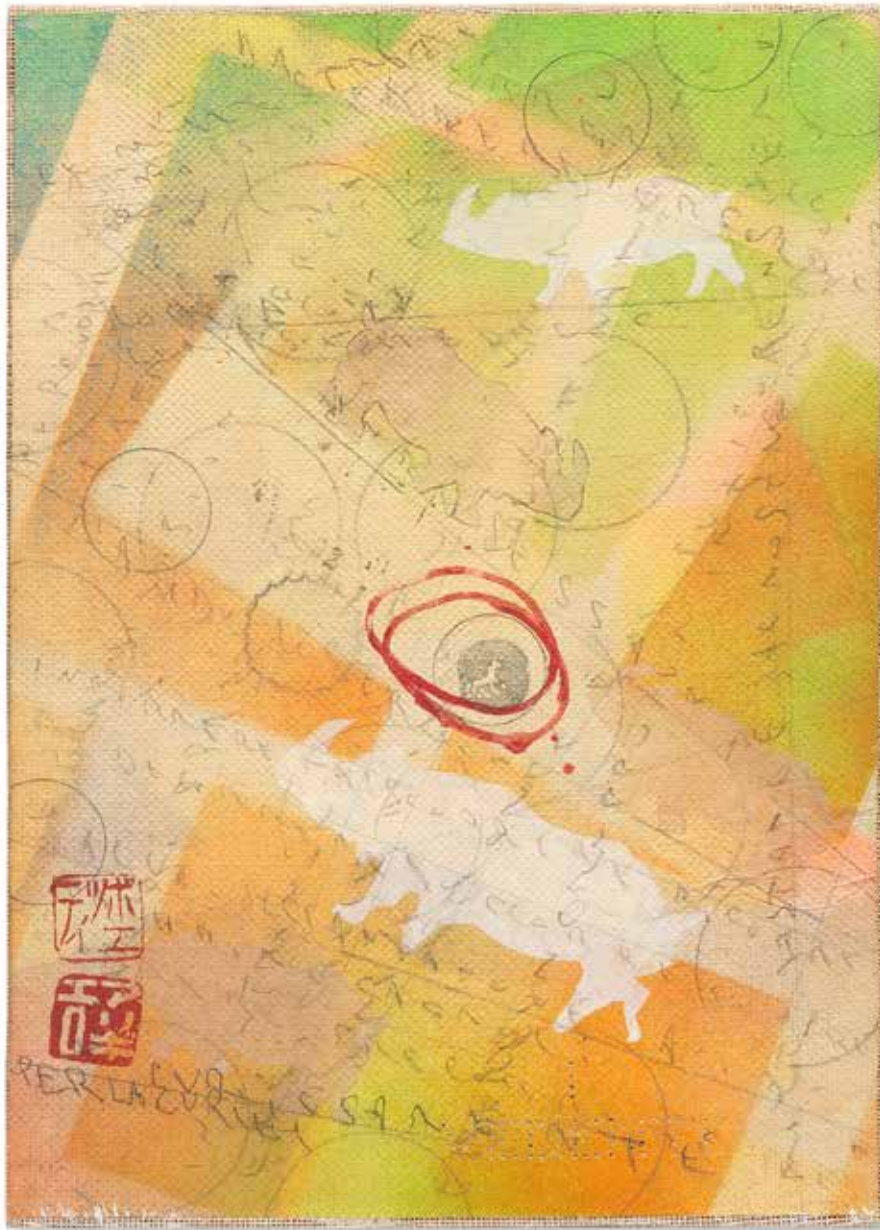
Alternate view of the same bronze

static medium – but also by the changeable nature of their shadows. The innate semiotics of each element in *Rebus* lend themselves naturally to the questioning of preconceived notions of assumed knowledge and perception, compelling the viewer to shift their focus away from the duplicitous bronzes and onto the shadows they cast.

Bridging the gap between past and present, the aesthetic and the political, the static and the kinetic, Kentridge's complex work is both art-historically relevant and politically crucial. Working in a wide range of media, Kentridge is particularly celebrated for his use of shadows as both a kinetic instrument but also as a political metaphor. In *Rebus*, Kentridge reverses Plato's allegory of the cave, whereby the world of knowledge and enlightenment can only exist outside the cave and those living inside the ignorance of its obscurity must strive to make their journey towards the light. Here, the viewer is encouraged to move away from the light and find new meaning in the world of shadows. Often interpreted as a critique of the South African apartheid,

the use of obscurity in the artist's practice addresses the way in which authoritarian regimes use coercion to lead population to blindness in order to assert false certainties.

Executed on the heels of his critically acclaimed immersive installation *The Refusal of Time* from 2012 (first shown at *Documenta 13* and now jointly owned by the Metropolitan Museum of Modern Art, New York, and the San Francisco Museum of Modern Art), Kentridge's bronze *Rebus* is an outstanding example of his oeuvre and was included in both of the artist's major Asian retrospectives - held respectively at the Ullens Center for Contemporary Art/UCCA, Beijing in 2015 and at the National Museum of Modern and Contemporary Art, Seoul in 2015-16. Issuing from a distinguished Australian collection, the present work was acquired from the Annandale Galleries in Sidney following the solo exhibition *William Kentridge: SO* in 2014.



25 AR

ALIGHIERO BOETTI (1940-1994)

curiosamente per la curiel (extra strong)

1990

ink, pencil, paper collage and mixed media on paper laid on canvas

30 by 21.5 cm.

11 13/16 by 8 7/16 in.

This work was executed in 1990.

£4,500 - 6,500

US\$5,900 - 8,500

€5,100 - 7,400

This work is registered in the *Archivio Alighiero Boetti*, Rome, under no. 3999, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Italy

Thence by descent to the present owner in 2012



26 AR

GIANFRANCO BARUCHELLO (B. 1924)

From Safety Matches To Contro Vento

1987

titled and dated *4 gennaio 1987* on the reverse of the box
glass, cardboard collage, paper, watercolour, ink, pencil,
glue and mixed media in a wooden box

20 by 30 by 10 cm.
7 7/8 by 11 13/16 by 3 15/16 in.

£6,000 - 8,000

US\$7,800 - 10,000

€6,800 - 9,100

This work is registered in the *Fondazione Baruchello*, Rome,
and is accompanied by a photo-certificate of authenticity.

Provenance

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

27 AR

CARLA ACCARDI (1924-2014)

Rossoverde

1966

signed and dated 66; signed, titled, dated 1966 and inscribed *n. 428 bis* on the reverse
casein on canvas

60.5 by 80.5 cm.

23 13/16 by 31 11/16 in.

£10,000 - 15,000

US\$13,000 - 20,000

€11,000 - 17,000

This work is registered in the *Archivio Accardi Sanfilippo*, Rome, under no. 428, and is accompanied by a photo-certificate of authenticity signed by the artist and numbered 04/89.

Provenance

Galleria Editalia, QUI arte contemporanea, Rome

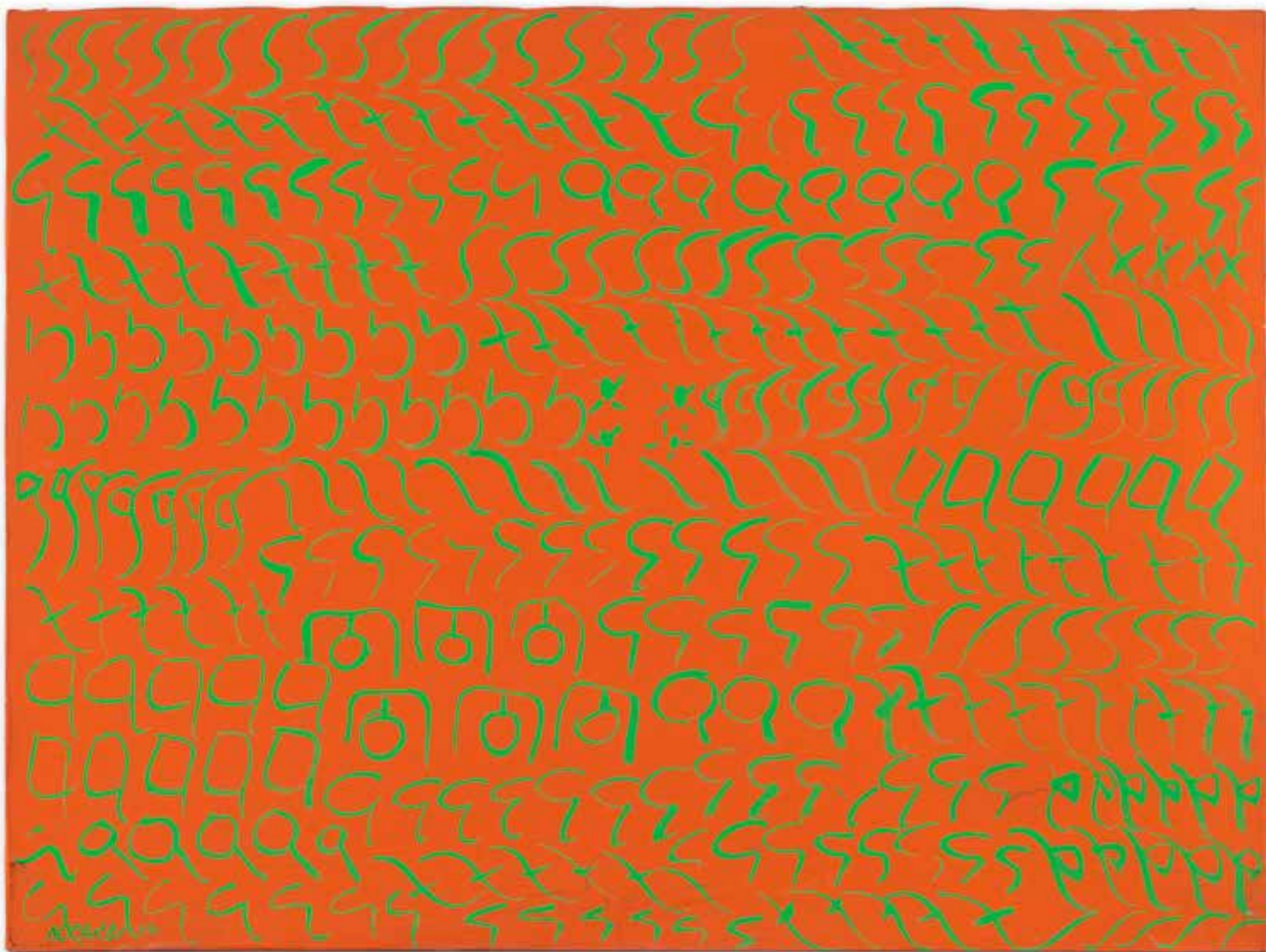
Acquired directly from the above by the present owner *circa* 1988

Exhibited

Rome, Galleria Editalia, QUI arte contemporanea, *Piccolo Formato: dipinti, disegni e sculture*, 1987-1988, n.p., illustrated in black and white (incorrect orientation)

Literature

Germano Celant, *Carla Accardi*, Milan 1999, p. 300, no. 1966.1, illustrated in black and white



28 AR

PIETRO CONSAGRA (1920-2005)

Miraggio Mediterraneo

1961

signed and dated 61

bronze

Overall: 58.5 by 33 by 9 cm.

22 13/16 by 13 by 3 9/16 in.

This work is from a series of five works, all of which are unique.

£20,000 - 30,000

US\$26,000 - 39,000

€23,000 - 34,000

This work is registered in the *Archivio Pietro Consagra*, Milan, and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Italy

Sale: Finarte Casa d'Aste, Rome, *Opere d'Arte Moderna: dipinti, disegni e grafica numerata*, 28-29 April 1987, Lot 436

Acquired directly from the above by the present owner

Exhibited

Auckland, City Art Gallery; Wellington, National Art Gallery; Christchurch, Canterbury Society of Arts; Dunedin, Art Gallery, *Contemporary Italian Sculpture: A Queen Elizabeth II Arts Council exhibition*, 1965-1966, n.p., no. 5, another example illustrated in colour

Rome, Marlborough Galleria d'Arte, *Pietro Consagra: maquettes 1947-1976*, 1976, n.p., no. 54, another example illustrated in black and white

Milano, Galleria Stendhal, *Pietro Consagra: Mostra antologica*, 1976-1977, n.p., no. 54, another example illustrated in black and white

Darmstadt, Institut Mathildenhöhe, *Forma 1, 1947-1987, Accardi, Attardi, Consagra, Dorazio, Guerrini, Maugeri, Perilli, Sanfilippo, Turcato*, 1987-1988, p. 116, no. 57, another example illustrated in colour

Literature

Giulio Carlo Argan, *Pietro Consagra*, Neuchâtel 1962, p. 87, no. 75, illustrated in black and white

Sandra Pinto, *Galleria Nazionale d'Arte Moderna: Le collezioni II, XX secolo*, Milan 2005, p. 291, another example illustrated in colour

Stefania Frezzotti, Carolina Italiano and Angelandreina Rorro, *Galleria Nazionale d'Arte Moderna & MAXXI: Le collezioni 1958-2008, 2nd vol.*, Milan 2009, p. 693, another example illustrated in colour



29 AR

MIMMO ROTELLA (1918-2006)

Untitled (Retro d'affiche)

1960

signed; signed, dated 1960 and inscribed *collage* on the reverse; signed and inscribed *Passeg. Ripetta, Roma* on the stretcher
décollage on burlap

80.5 by 48.6 cm.

31 11/16 by 19 1/8 in.

£50,000 - 70,000

US\$65,000 - 91,000

€57,000 - 80,000

This work is registered in the *Fondazione Mimmo Rotella*, Milan, under no. 2217 RA 960/960.

Provenance

Private Collection, Italy (acquired from the artist)

Private Collection, Rome

Acquired directly from the above by the present owner



Mimmo Rotella, *Up Tempo*, 1957

Galleria Nazionale d'Arte Moderna e Contemporanea, Rome

Photo © Stefano Baldini / Bridgeman Images

© DACS 2019



R. T. 11x

Created in 1960 and appearing on the market for the very first time, *Untitled* is a rare and exquisite example of Mimmo Rotella's *retro d'affiches* series, initiated in 1953. The *retro d'affiches* evolved alongside the artist's larger corpus of *décollages*, which he started that same year, differing in one crucial aspect: whilst the artist used the same technique of tearing, layering and pasting fragments of found wall posters in both, he only displayed their verso in *retro d'affiches* - thereby emphasising the surface's formal qualities over the source imagery. Comparatively rare within Rotella's oeuvre, as he ended the series immediately prior to his relocation to Paris in 1961, the *retro d'affiches* constitute the intellectual and abstract counterpart to the *décollages* and their outwardly pop aesthetic. With the idiosyncratic use of Italian street posters weathered by exposure to the elements, the *retro d'affiches* retain a strong connection to the visual and material culture of 20th Century Rome and yet their timeless and ethereal beauty originates from what is hidden. By revealing the posters' reverse, Rotella dissolves their meaning and removes any association to popular culture or advertising; forcing the viewer to focus instead on the scarred surface, scratched and stained from the adhesive and plaster residues.

In the wake of the Second World War, Mimmo Rotella became disillusioned with traditional painting and searched for new means of creation which would better capture the condition of his time. In the early 1950s, he developed a fascination for the promotional advertisements lining the walls of Rome and started roaming the streets at night, tugging at the glued-down posters which would rip and tear in the process. After bringing the scraps back to his studio, he pasted their printed side onto canvas for his *décollages*, and layered them back-to-front in his *retro d'affiches*. Rotella mainly targeted posters papered around the Piazza di Spagna, in Rome, for his *retro d'affiches*, and laid the intersecting fragments on the canvas in a conscious manner to obtain a compositional equilibrium, with considered textural interactions. Through his sampling of political propaganda and commercial images, which were ingested by thousands of Roman citizens every day in the 1950s, Rotella made the collective familiarity of popular imagery the subject of his work in this period. This stands in stark contrast to the oeuvre of some of his critically acclaimed contemporaries such as Jackson

Pollock or Mark Rothko, whom he deemed too far disconnected from any real human experience. Rotella's move to Paris in 1961 and the association with the *Nouveaux Réalistes* would mark a break with this period.

Growing in parallel with the rise of mass-produced goods, promotional prints became increasingly prominent in the late 19th Century with the purpose not only to guide and inform, but also to create and shape consumer desire. As the poster became a predominant feature in the urban landscape after the Second World War, its ephemeral nature and simplified aesthetic vocabulary equally inspired and provoked artists around the world. Contrasting with the American *Pop artists*, for whom imagery sourced from advertising could be toyed with through idolisation and repetition, Rotella's tearing down and ripping apart of posters shortly after one of the most traumatic events in modern history can be perceived as a belligerent response. However, whilst the astounding complexity of textures present in his *retro d'affiches* may evoke or mirror recent scars (both physical and psychological), they also act as archaeological vestiges and tell the story of a certain time and place.

Coinciding with the centennial of Rotella's birth in 1918, a major retrospective of his work - which dedicated significant space to the *retro d'affiches* series - was recently held at the Galleria Nazionale d'Arte Moderna in Rome. Other significant institutions starred the *retro d'affiches*; such as the Palazzo Reale in their 2014 exhibition *Mimmo Rotella: Décollages e retro d'affiches* or the Fondazione Marconi's *Mimmo Rotella: Retro-d'affiche* in 2013 (both in Milan). Rotella's work is included in a number of the world's most important museum collections, including the Guggenheim in New York, the Tate in London and the Centre Pompidou in Paris.

Right page
Reverse of the present lot

Robella, in Paraggi, Kipsetta, R

Robella

collage (1960)



30 AR

ARNALDO POMODORO (B. 1926)

Lettera narrativa

1976-1977

signed, titled, dated 77 and numbered 3/3
bronze on wood with a wooden base

Bronze: 45 by 35 cm.
17 11/16 by 13 3/4 in.

With base: 48.3 by 35 by 10 cm.
19 by 13 3/4 by 3 15/16 in.

This work is number 3 from an edition of 3 plus 1 artist's proof.

£10,000 - 15,000

US\$13,000 - 20,000

€11,000 - 17,000

This work is registered in the *Studio Arnaldo Pomodoro*, Milan, under no. AP 379f.

Provenance

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

Exhibited

Seoul, Gana Art Center, *Arte Italia*, 1999, another example exhibited

Literature

Flaminio Gualdoni, *Arnaldo Pomodoro: Catalogo ragionato della scultura, Tomo I*, Milan 2007,
p. 596, no. 611, another example illustrated in black and white



LEVERA NARRATIVA

Am. St. Petersburg 77-3/2

31 * AR

ENRICO BAJ (1924-2003)

Chers amis, voilà la télévision en couleurs
1957

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

52 by 66.8 cm.
20 1/2 by 26 5/16 in.

£6,000 - 8,000

US\$7,800 - 10,000

€6,800 - 9,100

Provenance

Alvin M. Greenstein Collection, New York
Private Collection, New York (acquired from the above *circa* 1975)
Thence by descent to the present owner

Literature

Enrico Crispolti, *Catalogo Generale delle Opere di Enrico Baj dal 1996 al 2003*, Milan 2004,
p. 236, no. 335.A, illustrated in black and white



32 AR

VICTOR VASARELY (1906-1997)

SUDD

1974-1975

signed; signed, titled, dated 1974/75 and numbered 2860 on the reverse
acrylic on board

81 by 81 cm.

31 7/8 by 31 7/8 in.

£40,000 - 60,000

US\$52,000 - 78,000

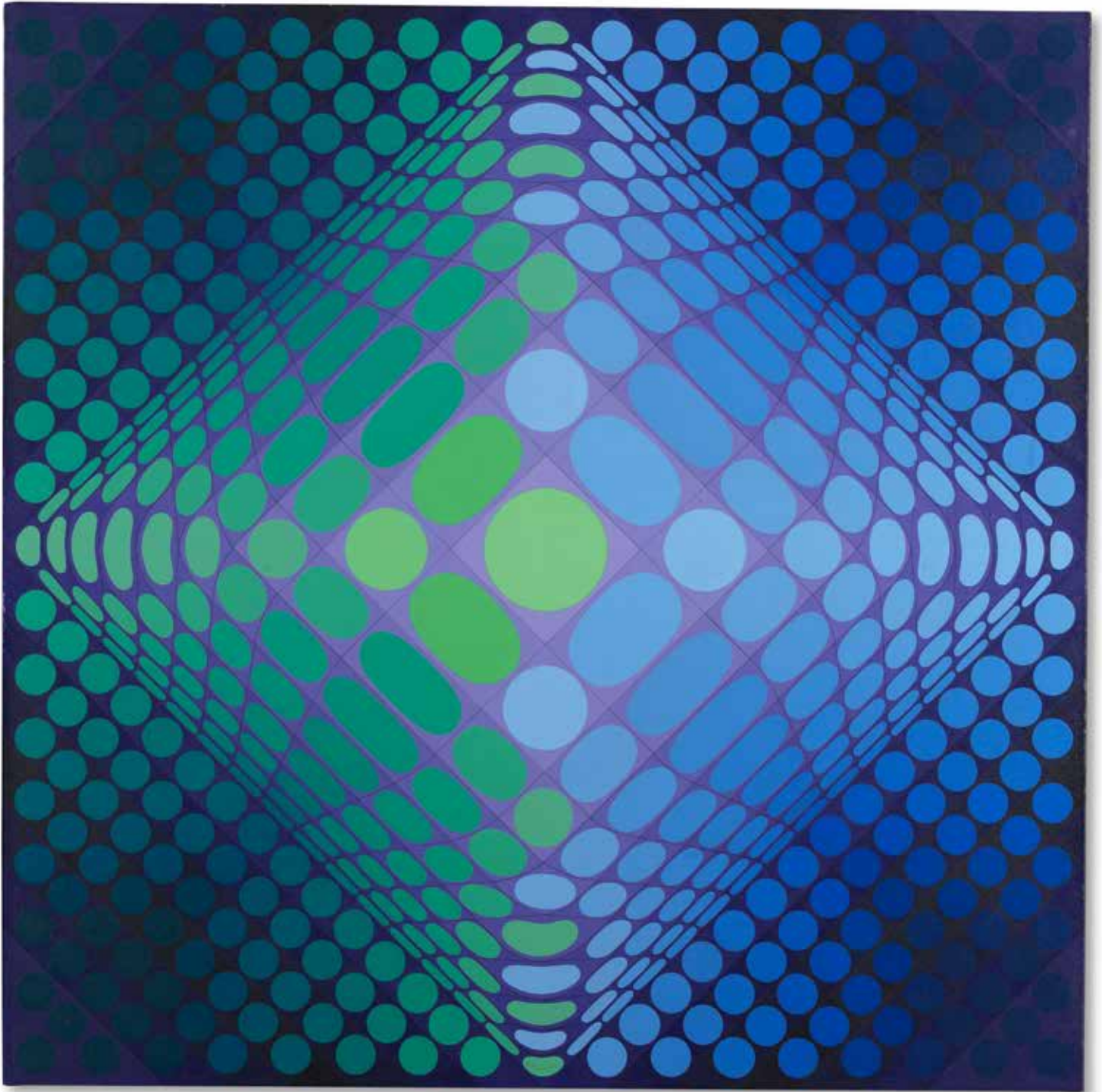
€46,000 - 68,000

The authenticity of the present work has been confirmed by Pierre Vasarely, President of the Fondation Vasarely, universal legatee and the moral right holder of Victor Vasarely. This work will be included in the forthcoming *Catalogue Raisonné de l'Oeuvre Peint de Victor Vasarely*, which is currently being compiled by the Fondation Vasarely, Aix-en-Provence.

Provenance

Galerie Moderne Silkeborg, Silkeborg

Acquired directly from the above by the present owner in 1978



33 AR

VICTOR VASARELY (1906-1997)

Saluces

1947

signed and inscribed *n.n.*; signed and titled on the reverse
oil on board

Image: 34 by 29.5 cm.
13 3/8 by 11 5/8 in.

Overall: 53 by 47.4 cm.
20 7/8 by 18 11/16 in.

This work was executed in 1947.

£15,000 - 20,000

US\$20,000 - 26,000

€17,000 - 23,000

The authenticity of the present work has been confirmed by Pierre Vasarely, President of the Fondation Vasarely, universal legatee and the moral right holder of Victor Vasarely. This work will be included in the forthcoming *Catalogue Raisonné de l'Oeuvre Peint de Victor Vasarely*, which is currently being compiled by the Fondation Vasarely, Aix-en-Provence.

This work is accompanied by a photo-certificate of authenticity issued by Pierre Vasarely.

Provenance

Private Collection, Europe

Sale: Bruun Rasmussen Auctioneers, *Modern Art: International auction 854*, 3 March 2015, Lot 597

Acquired directly from the above by the present owner

Exhibited

Holte, Søllerød Kunstforening, *Kunst Fra 50'erne*, 1983, n.p., no. 62 (incorrectly titled)



34 * AR

FRANÇOIS MORELLET (1926-2016)

Sphère-Trame

1966

steel

36 by 36 by 36 cm.

14 3/16 by 14 3/16 by 14 3/16 in.

This work was conceived in 1962, executed in 1966, and is from an edition of 100.

£25,000 - 30,000

US\$33,000 - 39,000

€29,000 - 34,000

Provenance

Galerie Denise René, Paris

Private Collection, Miami

Acquired directly from the above by the present owner

Exhibited

Paris, Galerie Denise René, *Morellet*, 1967, p. 23, no. 6, another example illustrated in black and white



35 AR

WALTER LEBLANC (1932-1986)

Torsions (TO.162)

1969

signed, dated 1969 and inscribed *TO. 162* on the reverse of the frame
latex on canvas, in the artist's frame

Overall: 60 by 60 cm.
23 5/8 by 23 5/8 in.

£20,000 - 30,000

US\$26,000 - 39,000

€23,000 - 34,000

This work is registered in the archives of the *Fondation Walter & Nicole Leblanc*, Brussels under no. 847 bis,
and will be included in the second volume of the *Walter Leblanc, Addenda au catalogue raisonné*.

Provenance

Uwe Michael Kunsthandel + Galerie, Darmstadt

Acquired directly from the above by the present owner



PROPERTY FROM THE GENE AND BRIAN SHERMAN COLLECTION

36 * AR

LEON KOSSOFF (B. 1926)

Head of Heinz III

1998

oil on board

63.5 by 51 cm.

25 by 20 1/16 in.

This work was executed in 1998.

£40,000 - 60,000

US\$52,000 - 78,000

€46,000 - 68,000

This work will be included in the forthcoming *Catalogue Raisonné of the Oil Paintings* being edited by Andrea Rose.

Provenance

Mitchell-Innes & Nash, New York

Annely Juda Fine Art, London

Acquired directly from the above by the present owner in 2000

Exhibited

New York, Mitchell-Innes & Nash; London, Annely Juda Fine Art, *Leon Kossoff*, 2000, p. 8, illustrated in black and white, p. 29, no. 28, illustrated in colour and illustrated in colour on the cover

Literature

Richard Ingleby, 'Leon Kossoff' in: *The Independent*, June 2000, no. 4252, p. 14, illustrated in black and white

William Packer, 'New old masters' in: *Financial Times Weekend*, June 2000, no. 34,234, p. 8, illustrated in black and white

Next double page

Leon Kossoff in his studio (with the present lot), 1998

Image © Toby Glanville

© Leon Kossoff 2019







37 AR

GEORG BASELITZ (B. 1938)

Elke

1976

signed and dated *Sept. 76*
oil and watercolour on paper

60.9 by 42.6 cm.
24 by 16 3/4 in.

£18,000 - 25,000

US\$23,000 - 33,000

€21,000 - 29,000

Provenance

Galerie Neuendorf, Hamburg

Acquired directly from the above by the present owner in 1983





38 AR

A. R. PENCK (1939-2017)

Untitled

1981

signed
gouache on paper

52.3 by 83.7 cm.
20 9/16 by 32 15/16 in.

This work was executed in 1981.

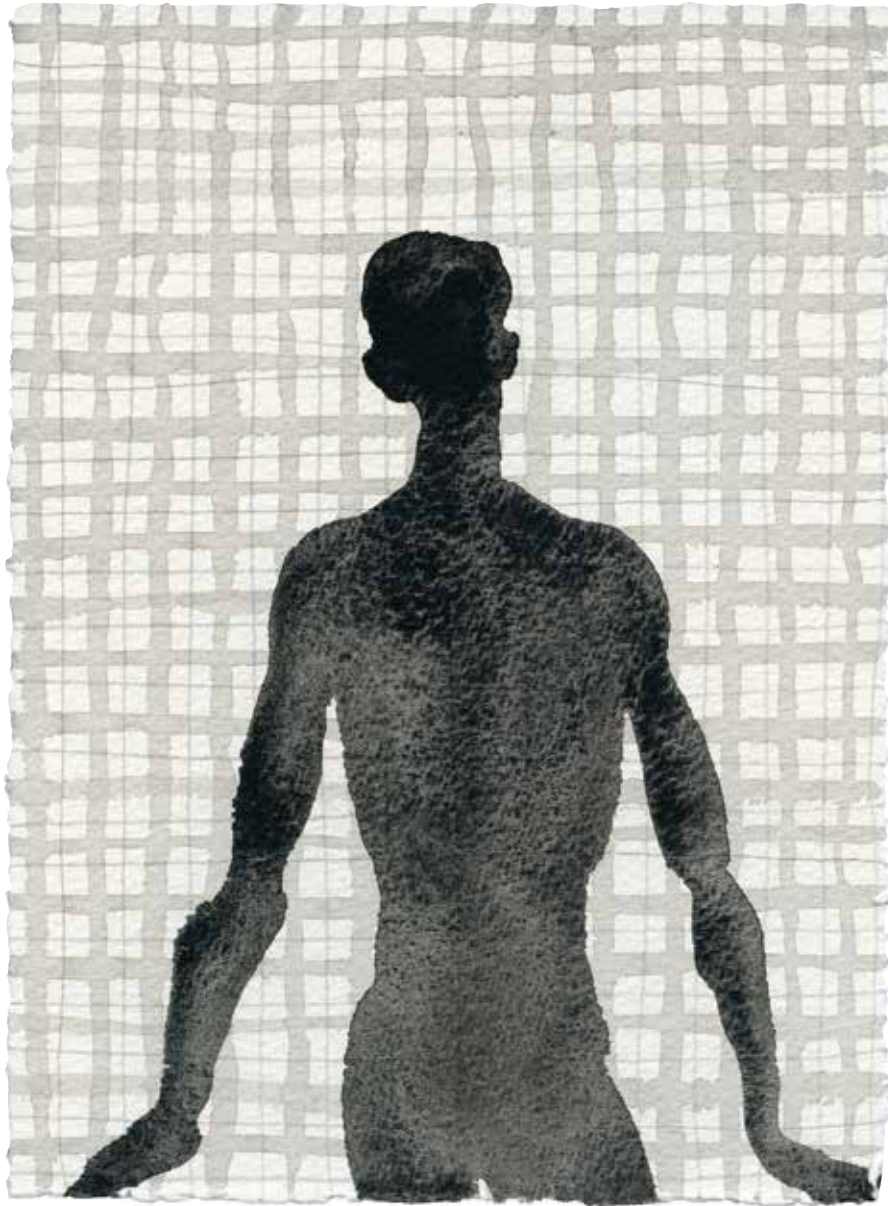
£3,000 - 5,000
US\$3,900 - 6,500
€3,400 - 5,700

Provenance

Galerie Michael Werner, Cologne
Deweert Art Gallery, Otegem
Acquired directly from the above by the previous owner in 1990
Thence by descent to the present owner

Exhibited

Otegem, Deweert Art Gallery, *A.R. Penck - Georg Baselitz*, 1990,
illustrated in colour (on the cover)



PROPERTY SOLD TO BENEFIT THE SHELDON SCHOOL, CHIPPENHAM

39 AR

ANTONY GORMLEY (B. 1950)

WAIT

2015

Provenance

Donated by the artist

signed, titled, dated 2015 and inscribed *for Sheldon School* on the reverse
carbon and casein on paper

19.2 by 14.1 cm.
7 9/16 by 5 9/16 in.

£4,500 - 6,500
US\$5,900 - 8,500
€5,100 - 7,400

For details of the charges payable in addition to the final Hammer Price of each Lot
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

40 * AR

BANKSY (B. 1975)

Grappling Hook

2017

Sculpture: signed and numbered 24/26 on the reverse

Sculpture: acrylic and shellac on wood, painted polyurethane, aluminium, steel and rope

Artist's box: stencil spraypaint on cardboard

Sculpture: 60 by 47.6 by 35 cm.

23 5/8 by 18 3/4 by 13 3/4 in.

Length of the knotted rope: 440 cm.

173 1/4 in.

Artist's box: 47 by 71 by 57 cm.

18 1/2 by 27 15/16 by 22 7/16 in.

This work was executed in 2017.

£70,000 - 100,000

US\$91,000 - 130,000

€80,000 - 110,000

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

Provenance

The Walled Off Hotel, Bethlehem

Acquired directly from the above by the present owner in 2017







himself in his first series of stencils on the wall in 2006 and then later by global figures such as Blu and JR.

Banksy's *Grappling Hook* (2017) is a powerful statement on this struggle and was the most iconic piece to emerge from the *Walled Off Hotel* intervention in Bethlehem.

It was the only signed edition to be offered as part of this project and was also the first time Banksy had put his works for sale since 2013, when he set up a small, anonymous pop-up stall in Central Park in New York as part of his 31 days in New York happening.

Banksy's described the piece as a "Military grade grappling hook and combination spiritual ornament" (the artist on Instagram, 2017), and compounded the joke by presenting the piece in a hand painted, custom made cardboard box.

In 2017 Banksy opened *The Walled Off Hotel* in Bethlehem. Both a political statement and functioning boutique hotel, the *Walled Off Hotel* was aimed to attract attention to the struggles of the region by focusing on the division of two opposing sides of the separation wall.

Despite recent news that Banksy's work has finally been acquired by the British Museum in London, he is the art world's best known and most creative agent provocateur. *Grappling Hook* is arresting, humorous and polemic and as such ranks alongside any of the artist's most important work.

Whilst the West Bank barrier not only divides two opposing regions and governments, it also divides two of the most holy sites in Christianity, The Church of the Nativity in Bethlehem, Palestine and The Church of the Holy Sepulchre in Old Town Jerusalem, Israel. The wall along Caritas Street in Bethlehem has a strong street art scene heavily influenced by anti-establishment and political sentiments pioneered by Banksy

Above
Detail of the artist's box

Right page
The artist's box



THIS WAY UP

FRAGILE

IDEOLOGY

41 AR

MANOLO VALDÉS (B. 1942)

Matisse como pretexto

1987

oil and mixed media collage on burlap laid on board

84 by 114 cm.

33 1/16 by 44 7/8 in.

This work was executed in 1987.

£90,000 - 120,000

US\$120,000 - 160,000

€100,000 - 140,000

Provenance

Galeria Luis Adelantado, Valencia

Private Collection, Madrid

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

Literature

María José Salazar, *Manolo Valdés [1981-2006]*, Madrid 2006, p. 265, illustrated in colour





One of Spain's most highly regarded artists, Manolo Valdés produced an oeuvre which is firmly rooted in tradition whilst consistently generating new meaning and providing different frameworks for interpretation of some of art history's most recognisable images. Included in a number of prestigious institutional collections around the world (such as the Metropolitan Museum of Art in New York, the Centre Georges Pompidou in Paris, and the Museo Nacional Centre de Arte Reina Sofía in Madrid), Valdés' work has been garnering critical acclaim for decades: he won Spain's National Medal for Painting in 1985, was awarded the Order Andrés Bello Medal from Venezuela in 1993, and represented Spain at the Venice Biennale in 1999. In 2002, the Guggenheim Museum in Bilbao presented a large retrospective of the artist's output, and a public exhibition of six of his monumental sculptures took place in Place Vendôme, Paris in 2016.

In 1964-65, Valdés co-founded *Equipo Crónica*, one of the most influential Spanish movements of the Post-War period. He collaborated with fellow members Rafael Solbes and Juan Antonio Toledo to expose the issues faced by Spanish society at a time of oppression under Franco's dictatorship whilst drawing heavily on the influence of *Pop Art*. After *Equipo Crónica* disbanded following Solbes' death in 1981, Valdés set out on his own but continued to adhere to many of the group's original ideas and values.

Created at a time when Valdés had truly established his own artistic vocabulary, *Matisse como pretexto* from 1987 demonstrates a bold confidence, technically, through his use of highly challenging materials such as thick impasto and rough

burlap, and his choice of subject-matter, paraphrasing one of the greatest masters of the 20th Century. The nude figure, seductively reclining on a bed of coarse burlap, is rendered in a delicate shade of pink but her skin doesn't display the qualities of sensual softness that one would expect from her elegant pose or from the art historically charged context. Instead, she is an accumulation of swift, short brushstrokes and thick daubs of oil paint; her body, cut from burlap and stitched back onto the coarse material, bulges and curves under the uneven ground, giving her a tactile and sculptural materiality that yearns to be touched.

Whilst other artists may approach traditional genres such as portraiture as an opportunity to examine and deconstruct their direct and current environment, Valdés chooses a detail of someone else's work and makes it his own. Stimulated by the investigation of demanding techniques, unusual materials and contradictory influences, the artist has perfected the skill of referentiality and pushes appropriation to the point where a multitude of conflicting currents can be interpreted from each of his works. He does not merely copy but dissects, reorders and rearranges pieces of history back together in a completely fresh context, merely hinting at their origin. In Valdés' work, quotation serves the purpose of a vital re-creative force, and the result is infused with narratives and references eagerly waiting to be rediscovered.

Left page
Detail of the present lot

42

WIFREDO LAM (1902-1982)

Untitled

1973

signed and dated 1973 on the reverse
oil on canvas

50 by 70 cm.
19 11/16 by 27 9/16 in.

£35,000 - 45,000

US\$46,000 - 59,000

€40,000 - 51,000

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

Provenance

Private Collection, Albissola (acquired directly from the artist)

Thence by descent to the present owner

Literature

Lou Laurin-Lam and Eskil Lam, *Wifredo Lam: Catalogue Raisonné of the Painted Work, Volume II, 1961-1982*, Lausanne 2002, p. 423, no. 73.176, illustrated in black and white





Artist's Jewellery

Gioielli d'Artista

Lots 43 - 47

Artists have been designing jewellery for centuries; Hans Holbein the Younger, being a notable example in the 16th Century, but it is in the 20th Century that artists really engaged with the medium, creating exceptional examples of wearable art. Pablo Picasso, Georges Braque, Man Ray, Alexander Calder, Max Ernst, Louise Nevelson, Lucio Fontana, Arnaldo Pomodoro, Roy Lichtenstein, to name but a few, conceived jewellery to be worn and enjoyed. Some of these jewels became iconic examples of their artistic oeuvres, not least Alexander Calder's mobile earrings that belonged to Peggy Guggenheim or indeed the brooch that Calder designed that was owned by Georgia O'Keefe.

The following five works are a selection of exquisite artist's jewellery created by some of the most prominent Post-War Italian artists. Arnaldo Pomodoro *Collana a catena* from 1973 is a long gold chain with various intriguing motifs executed with the cuttlefish bone casting technique, one of the oldest casting techniques. This technique implies the use of the inside of the bone as mould, as it is softer and therefore easier to carve, and due to the nature of the organic mould the result has a unique texture. Giò Pomodoro's *Spilla* from 1963 is a classic example of abstract rectangular sculpture embellished with sapphires.

This selection will also present, for the very first time at auction, two items of jewellery designed by Carla Accardi, the renowned Italian abstract artist and founder of the *Forma 1* group. *Anello* is a powerful example of her work, oval-shaped, sculptural and with her famous 'segni' (signs) some of which have been embellished with diamonds. *Orecchini* are unique pieces; bombé-shaped clip earrings with satin gold and the artist's signature motifs decorated with diamonds, they have a timeless beauty.

Pietro Consagra's *Bracciale* is a mesmerising piece of jewellery composed of five white gold sculptures with several lines accentuated with diamonds. It is impressive worn as a bracelet and as a sculpture on its own. The complexity of the design shows the artist's intense interrogation of the medium and represents a unique collaboration between the artist and a jewellery master to achieve this delicate and perfect balance.

43 AR

ARNALDO POMODORO (B. 1926)

Collana a catena

1973

gold

Length: 98 cm.

38 9/16 in.

This work was executed in 1973, and is from an edition of eight examples with variants.

£4,000 - 6,000

US\$5,200 - 7,800

€4,600 - 6,800

This work is registered in the *Studio Arnaldo Pomodoro*, Milan, under no. G/70/7.

Provenance

Acquired directly from the artist by the previous owner

Thence by descent to the present owner



Detail





44 AR
GIÒ POMODORO (1930-2002)
Spilla
1963

signed and dated 63
gold and sapphires

4.5 by 3.5 cm.
1 3/4 by 1 3/8 in.

£1,500 - 2,000
US\$2,000 - 2,600
€1,700 - 2,300

Provenance

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



45 AR

CARLA ACCARDI (1924-2014)

Anello

2004

signed, numbered 8/9 and stamped *Valadier Roma*
white gold, black rhodium and diamonds

3.3 by 2.7 cm.
1 5/16 by 1 1/16 in.

This work was executed in 2004.

£3,500 - 5,500
US\$4,600 - 7,200
€4,000 - 6,300

This work is accompanied by a photo-certificate of authenticity signed by the artist and numbered 45/8/2004.

Provenance

Private Collection, Rome

46 AR

CARLA ACCARDI (1924-2014)

Orecchini

1998

Each: signed
gold and diamonds

Diameter: 3 cm.
1 3/16 in.

This work was executed in 1998, and is unique.

£15,000 - 20,000
US\$20,000 - 26,000
€17,000 - 23,000

This work is accompanied by a photo-certificate of authenticity signed by the artist and numbered 51/98.

Provenance

Private Collection, Rome

Exhibited

Rome, Gioielleria Petochi, *Consagra & Accardi. Gioielli d'Artista*, 1998



Alternate view



47 AR

PIETRO CONSAGRA (1920-2005)

Bracciale
2002

signed, numbered 1/3 and stamped 750
white gold and diamonds

5.8 by 16.8 by 0.3 cm.
2 5/16 by 6 5/8 by 1/8 in.

This work was executed in 2002.

£45,000 - 65,000

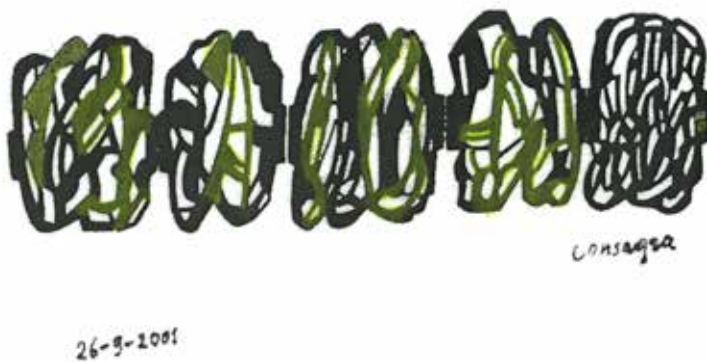
US\$59,000 - 85,000

€51,000 - 74,000

This work is registered in the *Archivio Pietro Consagra*, Milan, under no. 02SGIO003U-1,
and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Rome



Design of the present lot









Impressionist & Modern Art

New Bond Street, London | 28 February 2019

Bonhams

AUCTIONEERS SINCE 1793



ENQUIRIES

+44 (0) 20 7468 8328
india.phillips@bonhams.com
[bonhams.com/impressionist](https://www.bonhams.com/impressionist)

GIORGIO DE CHIRICO (1888-1978)

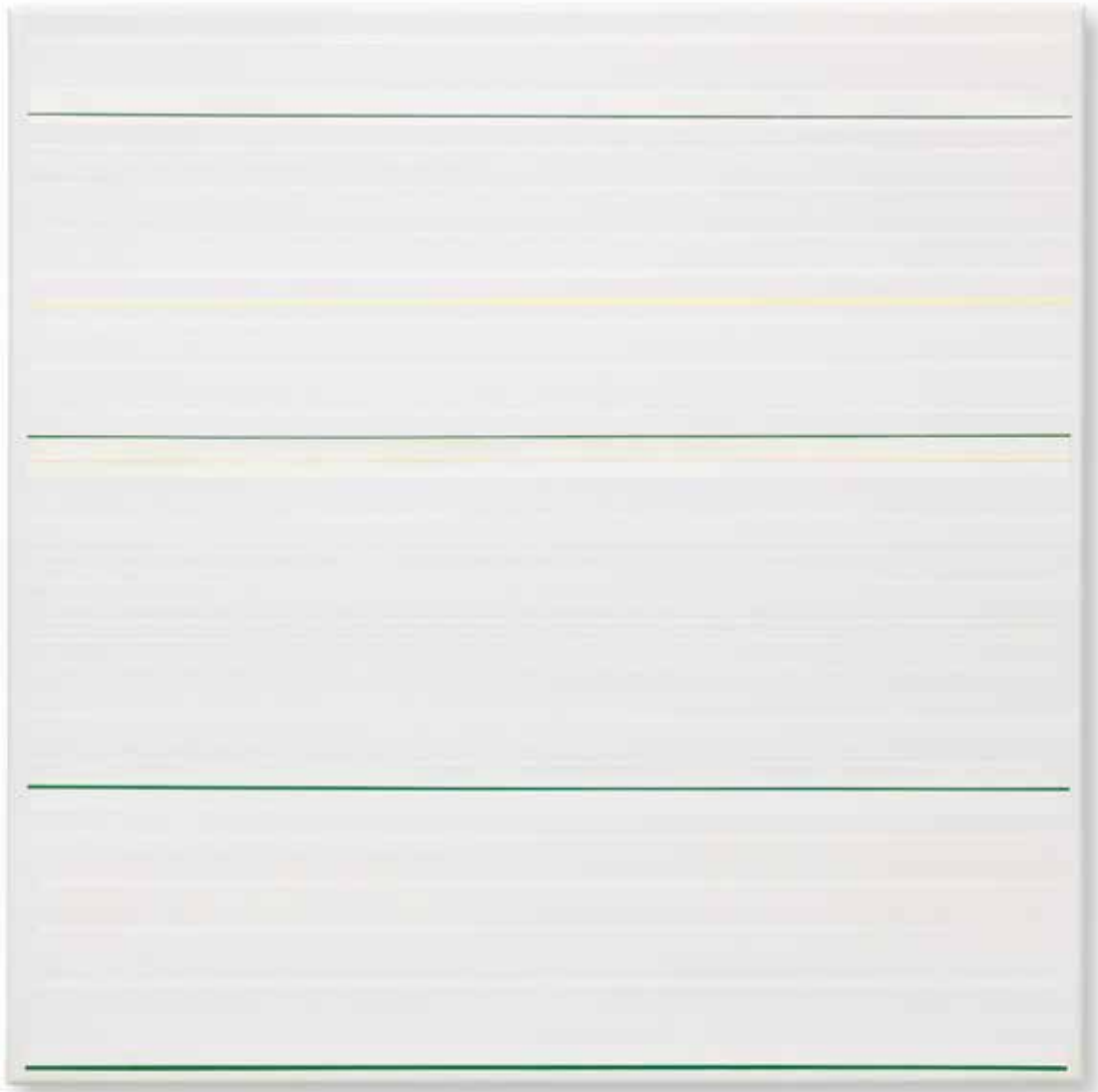
Il Trovatore
signed 'g. de Chirico' (lower right)
oil on board
30.1 x 20.4cm (11 7/8 x 8 1/16in).
Painted circa 1973
£100,000 - 150,000 *

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 *

Bonhams

AUCTIONEERS SINCE 1793



Richard Lin Show-Yu: The Retrospective

Hong Kong | 18 - 30 March 2019

Bonhams Hong Kong
Suite 2001, One Pacific Place
88 Queensway, Admiralty
Hong Kong

ENQUIRIES
+852 3607 0034
dorothy.lin@bonhams.com
bonhams.com/contemporary

RICHARD LIN
(LIN SHOW-YU 1933-2011)
Cadmium Green, 1974
oil on canvas
63.5 by 63.5 cm. (25 by 25 in.)

Bonhams

AUCTIONEERS SINCE 1793



Modern & Contemporary Art

New Bond Street, London | 27 June 2019

A new auction focusing
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to the present day

ENTRIES NOW INVITED

Closing date for entries 8 May 2019

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bonhams.com

MEL BOCHNER (B. 1940)

Blah, Blah, Blah
monoprint with engraving and
embossment on hand-dyed
Twinrocker handmade paper
£3,000 - 5,000 *

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable 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 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS				
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the Lot 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 Seller):	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 Lot (or where you have purchased more than one Lot pro-rata towards the <i>Purchase Price</i> of each Lot) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one Lot pro-rata to the <i>Buyer's Premium</i> on each Lot) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1.1	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 Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the Lot 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
7.1.2	to retain possession of the Lot;	9.3.2		9.3.2	it can be established that the Lot 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.
7.1.3	to remove, and/or store the Lot at your expense;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a <i>Forgery</i> .
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;	8.1	Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot 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 Lot is a <i>Forgery</i> 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, 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> , VAT and <i>Expenses</i> paid by you in respect of the Lot.
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;	8.1.1	retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.6	to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot 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 Lot or part thereof;	8.1.2	deliver the Lot to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
7.1.7	to sell the Lot <i>Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.3	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 Lot 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> .
7.1.8	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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
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;	8.2	The discretion referred to in paragraph 8.1:	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 Lot 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 Seller (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.10	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;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the Lot, 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	10.2	Our duty to you while the Lot 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 Lot or to other persons or things caused by:
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 Lot of which you are the <i>Buyer</i> .	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.	10.2.1	handling the Lot if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot 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.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the Lot is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the Lot is a <i>Forgery</i> and details of the <i>Sale</i> and Lot number sufficient to identify the Lot.		

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

19th Century Paintings London

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20th Century Fine Art San Francisco

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Aboriginal Art Australia

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African, Oceanic & Pre-Columbian Art Los Angeles

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Elizabeth Goodridge
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Australian Colonial Furniture and Australiana

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Hamish Wilson
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**Modern & Contemporary
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Sporting Guns
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Hong Kong
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