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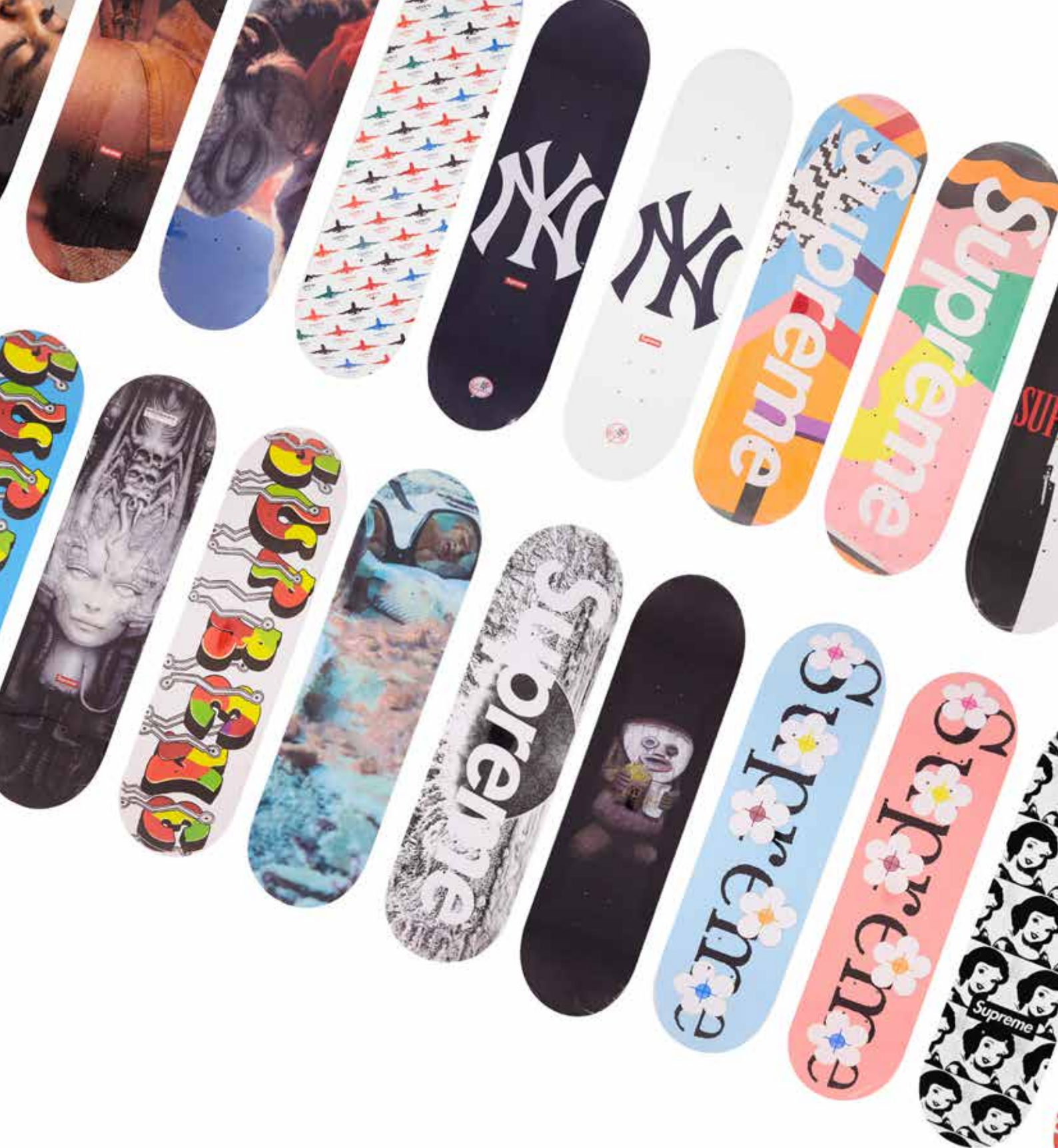
Modern & Contemporary Art

New Bond Street, London | 27 June 2019





G. V. V.









hadaf



Damien Hirst

In a pin, the action

of the world in things.

Modern & Contemporary Art

New Bond Street, London | Thursday 27 June 2019 at 4pm

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(Note: Charges apply every day including weekends and Public Holidays)

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After the first 14 calendar days following the sale, the following handling charges apply per Lot: Large Paintings £45.00+ VAT

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† VAT 20% on hammer price and buyer's premium

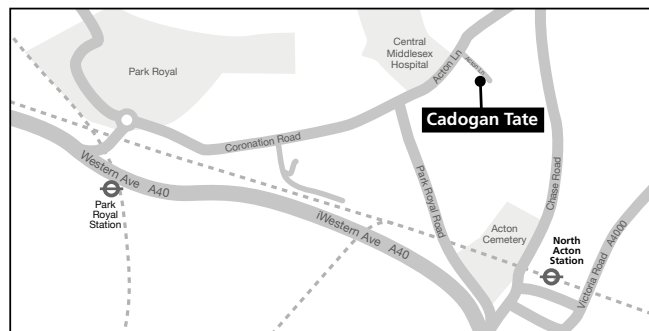
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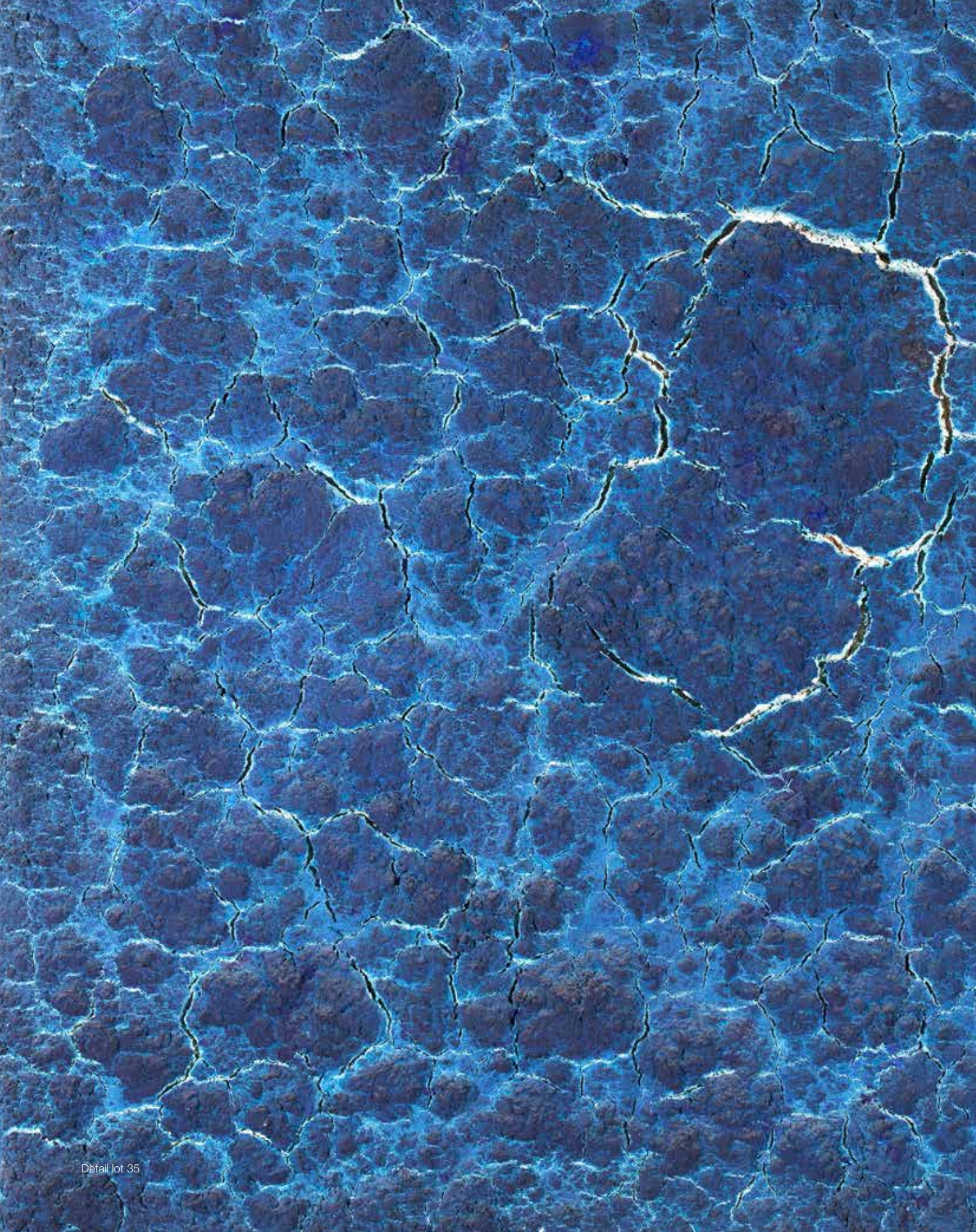
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(Telephone to ascertain amount due) by: cash, credit or debit card.

Payment at time of collection by: cash, credit or debit card.





INTRODUCTION

This summer, Bonhams is delighted to present the inaugural *Modern & Contemporary Art* sale at our global headquarters at New Bond Street. A fresh auction concept and platform, this sale celebrates works from the avant-garde to the contemporary. Creating a dialogue between established and respected artists from the early twentieth century to boundary pushing contemporary figures, *Modern & Contemporary Art* explores the discerning and curated taste of today's collector.

Modern classics from renowned artists Joan Miró, Léonard Tsuguharu Foujita and Max Ernst are in conversation with works by 2019 Turner Prize nominee Oscar Murillo and contemporary female artists including Cecily Brown, Giosetta Fioroni and Jenny Holzer. A dynamic grouping of *Italian Futurism* from the first half of the twentieth century precedes captivating works from the *Op Art* Movement executed in the 70s, discussing two key periods of the past century.

A further highlight of the sale is the rare and complete group of 131 full-sized skateboard decks by Supreme. One of the most sought-after apparel brands in the world, Supreme has successfully blurred the boundaries between streetwear, visual culture and the arts. Collaborating with contemporary artists Cindy Sherman, Gilbert & George, Urs Fischer and Raymond Pettibon to name a few, Supreme's designs are exclusive and highly coveted.



1 AR

GIOSETTA FIORONI (B. 1932)

Liberty, 1967

signed and dated *gioietta fioroni '67* (lower right)

metallic enamel and graphite on paper

50 x 69.9 cm.

19 11/16 x 27 1/2 in.

£4,500 - 6,500

US\$5,700 - 8,200

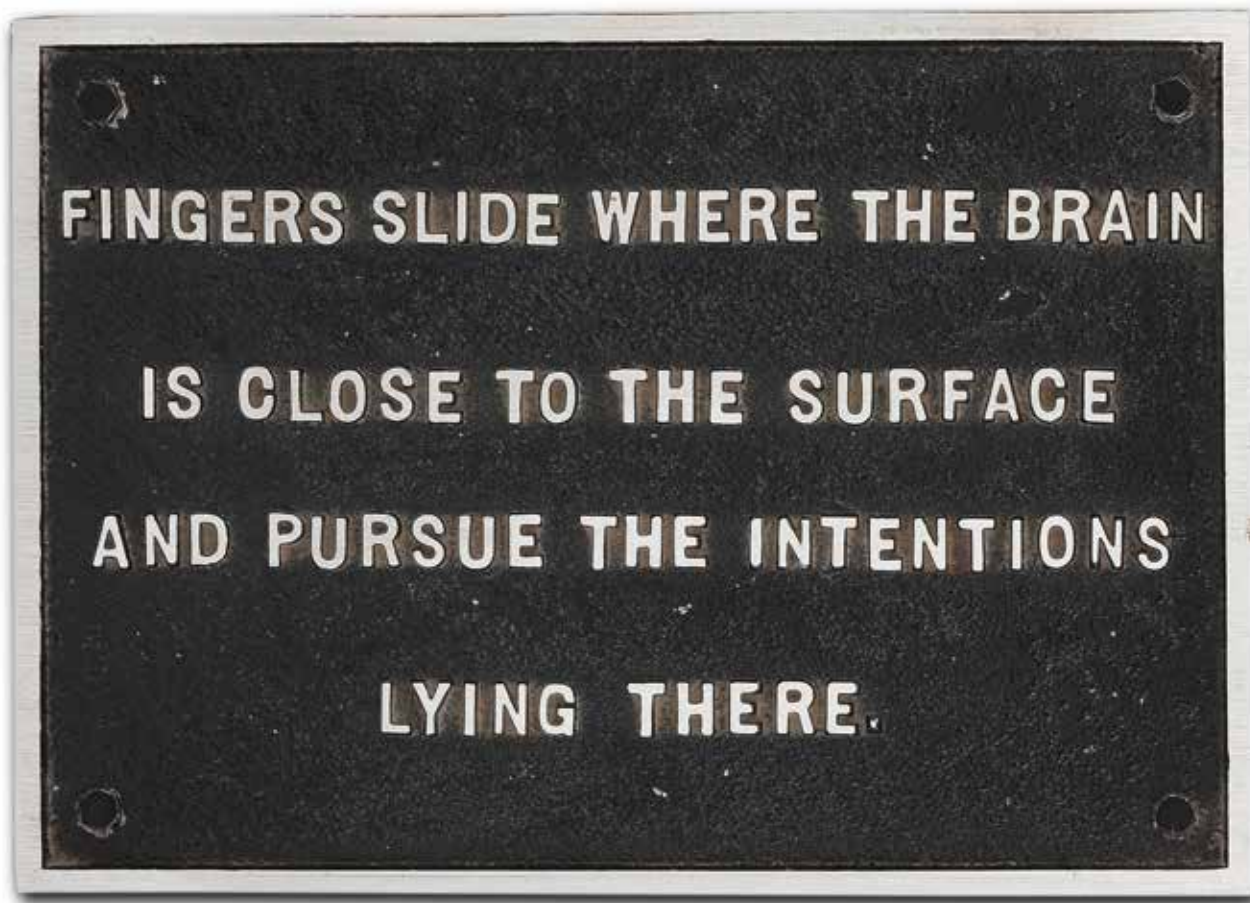
€5,100 - 7,300

Provenance

Collection of the artist, Rome

Sale: Bonhams, London, *Vision 21*, 30 June 2010, lot 231

Acquired directly from the above by the present owner



2

JENNY HOLZER (B. 1950)

Selection from the SURVIVAL SERIES (Fingers slide where the brain is close...), 1983-1985

painted aluminium mounted on board

15.2 x 21.8 cm.

6 x 8 9/16 in.

Provenance

Barbara Gladstone Gallery, New York

Studio Guenzani, Milan

Acquired directly from the above by the present owner circa 1993

This work is number two from an edition of ten.

£4,000 - 6,000

US\$5,100 - 7,600

€4,500 - 6,800

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



3

SHARA HUGHES (B. 1981)

Tal's Bathroom, 2008

signed and dated SHARA HUGHES 2008 (lower right); signed, titled and dated SHARA HUGHES 2008 "Tal's Bathroom" (on the reverse)
acrylic, oilstick, glitter, gold leaf and mixed media on paper
57 x 76 cm.

22 7/16 x 29 15/16 in.

£4,000 - 6,000

US\$5,100 - 7,600

€4,500 - 6,800

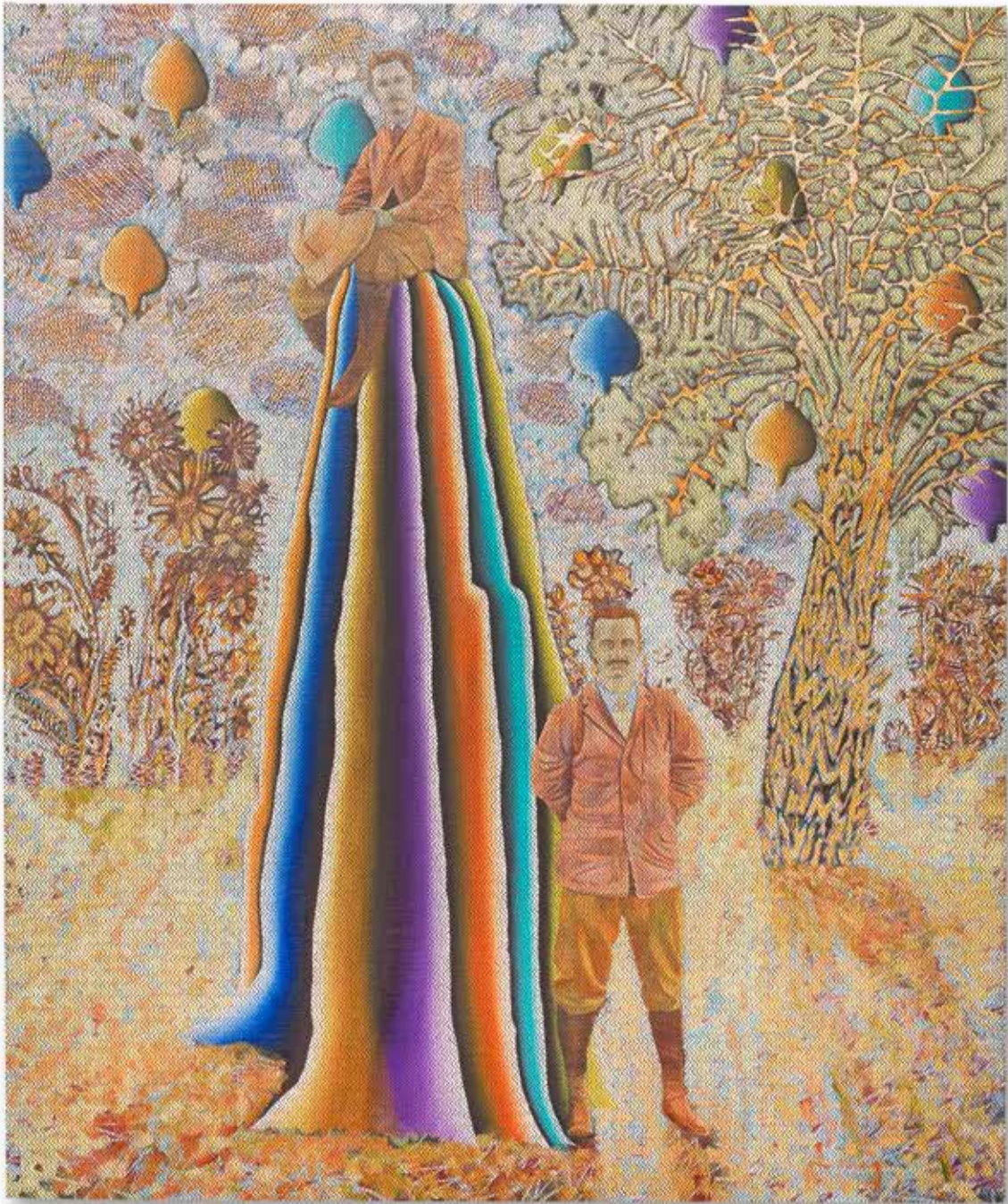
Provenance

Galleria Metroquadro, Rivoli

Acquired directly from the above by the present owner

Exhibited

Rivoli, Galleria Metroquadro, *Shara Hughes*, 2009, p. 12, illustrated in colour, p. 40, illustrated



4 AR

DAVID BRIAN SMITH (B. 1981)

Ant Hill-Wednesday, 2012

oil and gold leaf on herringbone linen

180 x 150 cm.

70 7/8 x 59 1/16 in.

£4,000 - 6,000

US\$5,100 - 7,600

€4,500 - 6,800

Provenance

Albert Baronian Gallery, Brussels

Bernier/Eliades, Athens

Acquired directly from the above by the present owner in 2014

Exhibited

London, Carl Freedman Gallery, *David Brian Smith: Goodwill and The Unknown Man*, 2012



5 TP

CAMERON JAMIE (B. 1969)

Personnage I, 2014

glazed ceramic

180 x 31.5 x 33 cm.

70 7/8 x 12 3/8 x 13 in.

£5,000 - 7,000

US\$6,300 - 8,900

€5,600 - 7,900

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

Provenance

Bernier/Eliades, Athens

Acquired directly from the above by the present owner in 2014

Exhibited

Athens, Bernier/Eliades, *Cameron Jamie*, 2014

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.



6 AR

CHANTAL JOFFE (B. 1969)

Untitled, 1998

signed and dated *Chantal Joffe 1998* (on the reverse)

oil on board (double sided)

29 x 21.5 cm.

11 7/16 x 8 7/16 in.

£1,800 - 2,500

US\$2,300 - 3,200

€2,000 - 2,800

Provenance

Galleria In Arco, Turin

Acquired directly from the above by the present owner

Exhibited

Turin, Galleria In Arco, *Facts & Fictions: La nuova pittura internazionale tra immaginario e realtà*, 1998, pp. 10-11, illustrated in colour

Vigevano, Castello di Vigevano, *La Donna oggetto*, 2006, p. 69, illustrated in colour



7 AR

CECILY BROWN (B. 1969)

Untitled, 2010

signed and dated *Cecily Brown 2010* (on the reverse)

monotype on lanaquarelle

96 x 76.3 cm.

37 13/16 x 30 1/16 in.

£7,000 - 10,000

US\$8,900 - 13,000

€7,900 - 11,000

Provenance

Two Palms, New York

Acquired directly from the above by the present owner

8 AR

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Portrait de jeune femme, 1941

signed and inscribed in Japanese and further signed and dated *Foujita 1941* (lower left)

watercolour, pen, India ink and *estompe* on paper

26.5 x 18.5 cm.

10 7/16 x 7 5/16 in.

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

Provenance

Private Collection, France

Literature

Sylvie Buisson, *Léonard-Tsuguharu Foujita, sa vie, son oeuvre*, Vol. II, Paris 2001, p. 371, no. 41.30, illustrated





FUTURISMO

“Everything is moving, running, changing fast. A profile is never still before our eyes, but increasingly appears and disappears... Moving objects multiply, change shape as they follow one upon another, like headlong vibrations, in space. That is how a running horse does not have four legs, but twenty...” – Umberto Boccioni, 1910

In early 1909 the editor, poet and promoter of the arts Filippo Tommaso Marinetti exploded onto the Italian cultural scene with his Futurist manifesto, which swiftly became a transatlantic and global phenomenon with movements such as *Rayonism*, *Precisionism* and *Vorticism*, amongst others, all drawing immense influence from it. Having initially been coined “Electricism”, then “Dynamism”, Marinetti eventually, and very deliberately, settled on the name “Futurism”. It was a title that he hoped would stir the hearts and minds of the Italian youth, to rid them of their creative shackles and topple the long standing traditional of rigidity, convention and antiquity in Italian art. The vigour and public demonstrations with which the movement manifested itself perhaps more closely resembled a political revolution, as opposed to a creative one. Marinetti had created an ideology and new sociological approach to the world, one that would have far-reaching effects on art history.

Whilst the Futurist movement had originally been born from a literary mind, it was only a matter of time before Marinetti met with equally inquisitive painters, subsequently expanding the group from a visual capacity. In February 1910, Giacomo Balla, Carlo Carrà, Gino Severini, Umberto Boccioni and Luigi Russolo’s names appeared on the official publication of the first painters’ manifesto of the Futurist movement, the *Manifesto dei Pittori futuristi*. With a particular interest in the huge technological and scientific advances of the early twentieth century, the Futurist painters devoured the energy and dynamism of the metropolis, modern industry and of contemporary inventions such as the car. They produced works of great emotion, as Peter Selz described it, “[translating] the kinetic rhythms and the confused, intense sensations of modern life into potent visual form” (Futurism, The Museum of Modern Art, New York, 1961, p. 7). However, as with many of the avant-garde movements of this time, the onslaught of global war and the modernised industrialisation of death brought tragedy to the ranks this group of vibrant and promising artists.

The subdued war and post-war period is often misconstrued as the virtual dissolution of *Futurism*, however, it is quite the contrary. The movement continued to develop and evolve tirelessly, eventually culminating in one of the most defining movements of the Italian Modern Art scene: *Aeropittura*. In 1919, Marinetti gathered 460 works for the *Grande Esposizione Nazionale Futurista* where he offered the opportunity for a number of young Futurists to debut. He referred to the formative, pre-war years as “the first futurists”, subsequently prompting Julius Evola to refer to the “second Futurist period”, thus second wave *Futurism* came to be. This second wave of artistic endeavour found inspiration by focusing on the industrial post-war reconstruction, which pushed the Futurists to explore “mechanical art”, as Paladini describes so passionately: “Teeth and gears, cogs and dynamos, the magnificent architectures of cranes and iron bridges, blast furnaces, gas generators and towers with their dizzying mechanics...The straight line, firm and aristocratic...Pure steel and three-dimensional forms of nuts and bolts of the factory world, the source of modern life and of our great revolt” (p. 132). What better and more modern mechanical form than the aeroplane, which was dubbed by Marinetti himself as “the very symbol of Futurism”. It is this motif that became the most prominent icon for the second wave futurists through *Aeropittura*. The completely undiscovered, unpainted motion of flight and aerial observation provided an exhilarating new subject matter and was entirely Futurist by definition. The seamless gliding of a plane over an expansive landscape offered a far cleaner, more dynamic energy than that of the motorcar rushing through the busy streets and also offered a new perspective for emotive abstraction.

The role Marinetti and *Futurism* played in rejuvenating Italy’s culture over the twentieth century was, and indeed very much still is, vast and the effect on global avant-garde movements equally so. The present selection of Italian Futurist works offers a truly eclectic display of the diversity of the Futurist movement from some of the period’s finest artists. Giacomo Balla’s playful Futurist fashion design worked onto the surface of a postcard, Pippo Rizzo’s energetic rendition of a spot lit circus clown juggling on stage, transporting us to the lively city evening, and finally Giulio D’Anna’s glorious Messina landscapes with the iconic Caproni aeroplane gracefully gliding through the sky, it is no wonder that *Aeropittura* is often considered as the liveliest expression of Italian modern art, and that it had such a profound effect on the art of the early twentieth century.



g * AR

GIACOMO BALLA (1871-1958)

Figura femminile (recto); Movimento Futurista Roma (on the reverse), circa 1920

indistinctly signed (lower left); inscribed *TANTI FUTUR [sic] SALUTI ALLA AMATISSSSSSIIIIIMA [sic] CLARA CAILLOT MOVIMENTO FUTURISTA [sic] ROMA* (on the reverse)

gouache and pen and ink on postal card (recto); gouache, watercolour and pen and ink on postal card (on the reverse)

13.7 x 8.6 cm.
5 3/8 x 3 3/8 in.

£5,000 - 7,000
US\$6,300 - 8,900
€5,600 - 7,900

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

Provenance

Charlotte Caillot Collection, Rome, circa 1920, a gift from the artist
Private Collection, U.S.A.



Reverse



10 AR

PIPPO RIZZO (1897-1964)

Giocoliere, circa 1921
signed *Pippo Rizzo* (lower left)
oil on board laid down on panel
80.5 x 61.5 cm.
31 11/16 x 24 3/16 in.

£20,000 - 30,000

US\$25,000 - 38,000

€23,000 - 34,000

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

Provenance

Private Collection, Palermo

Private Collection, Rome

Acquired directly from the above by the present owner

Exhibited

Florence, Associazione Culturale NAJS, *Serate Futuriste*, 2011,
illustrated in colour on the cover of the exhibition catalogue
Turin, Galleria Matteotti, *Depero Futurista L'Arte dell'avvenire*, 2016, p.
54, illustrated in colour

11 AR

ROBERTO MARCELLO BALDESSARI (1894-1965)

Figura con mantello rosso [Le Bistrot], 1921

signed *R·M·BALDESSARI* (lower right) and inscribed *LE BISTROT* (upper centre); signed, titled and dated *Roberto Marcello Baldessari: 1921 figura con mantello rosso* (on the reverse)

oil on canvas

96.9 x 72 cm.

38 1/8 x 28 3/8 in.

£40,000 - 60,000

US\$51,000 - 76,000

€45,000 - 68,000

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

Provenance

Salvatore Betti Collection, Rome/Buenos Aires

Private Collection, Rome

Private Collection, Italy

Acquired directly from the above by the present owner

Roberto Marcello Baldessari was one of the great figures of Italian *Futurism*, together with his fellow founders Giacomo Balla and Umberto Boccioni. After his apprenticeship with Luigi Comel at the *Scuola Reale Elisabetiana* in Rovereto, Baldessari moved to Florence in 1915 where he first encountered and adhered to Futurist principles. During his stay in Florence he often visited the café *Le Giubbe Rosse*, a hotbed of Futurist activity, and collaborated with the Futurist magazines *L'Italia Futurista* and *Roma Futurista!*. During these years, he came to define his own personal pictorial style for which he would later be known.

In 1918 Baldessari's style entered a phase of Cézannian influence, in which the lines started to soften, altering the intensity of the angular shapes and transforming the overwhelming plasticity through softer fringed brush strokes. This new technique is typified by *Figura con mantello rosso*. In the present work, the strong lines on the left side of the painting slowly lose their rigidity as they flow to the right, producing a captivating and partially abstract composition. *Figura con mantello rosso* is one of the last works to be considered strictly Futurist, before the artist moved towards a more figurative style in the early-1920s.

We are grateful to Dott. Maurizio Scudiero for his assistance cataloguing this work.





12 AR

GIULIO D'ANNA (1908-1978)

Santuario della Madonna di Tindari + aerei Caproni, 1928 - 1929

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

oil on panel

50 x 63 cm.

19 11/16 x 24 13/16 in.

£25,000 - 35,000

US\$32,000 - 44,000

€28,000 - 39,000

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

Provenance

Private Collection, Italy

Acquired directly from the above by the present owner



13 AR

GIULIO D'ANNA (1908-1978)

Paesaggio simultaneo + aerei Caproni, circa 1929 - 1930

signed G. D'ANNA (lower right)

gouache and pencil on buff paper

44.5 x 59.9 cm.

17 1/2 x 23 9/16 in.

£10,000 - 15,000

US\$13,000 - 19,000

€11,000 - 17,000

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

Provenance

Private Collection, Italy

Acquired directly from the above by the present owner



14 AR

BRUNO MUNARI (1907-1998)

Fra due aeroplani

signed *MUN.* (centre) and inscribed *fra due aereoplani di uguali caratteristiche di volo - quello che richiede per la sua produzione in serie il minor numero di uomini-ora è senza discussione il migliore -* (lower centre), further inscribed *al tratto* (upper centre) and inscribed again *c,8 nero-o. 14*

ink, collage and pencil on paper

17.5 x 11.9 cm.

6 7/8 x 4 11/16 in.

£1,800 - 2,200

US\$2,300 - 2,800

€2,000 - 2,500

Provenance

Private Collection, Rome



15 AR

GERARDO DOTTORI (1884-1977)

Alba-paesaggio, 1932

fresco laid down on board

36.6 x 110 cm.

14 7/16 x 43 5/16 in.

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

The authenticity of this work has kindly been confirmed by the *Archivio Gerardo Dottori*.

Provenance

Felicioni Collection, Perugia

Private Collection, Italy

Acquired directly from the above by the present owner

Literature

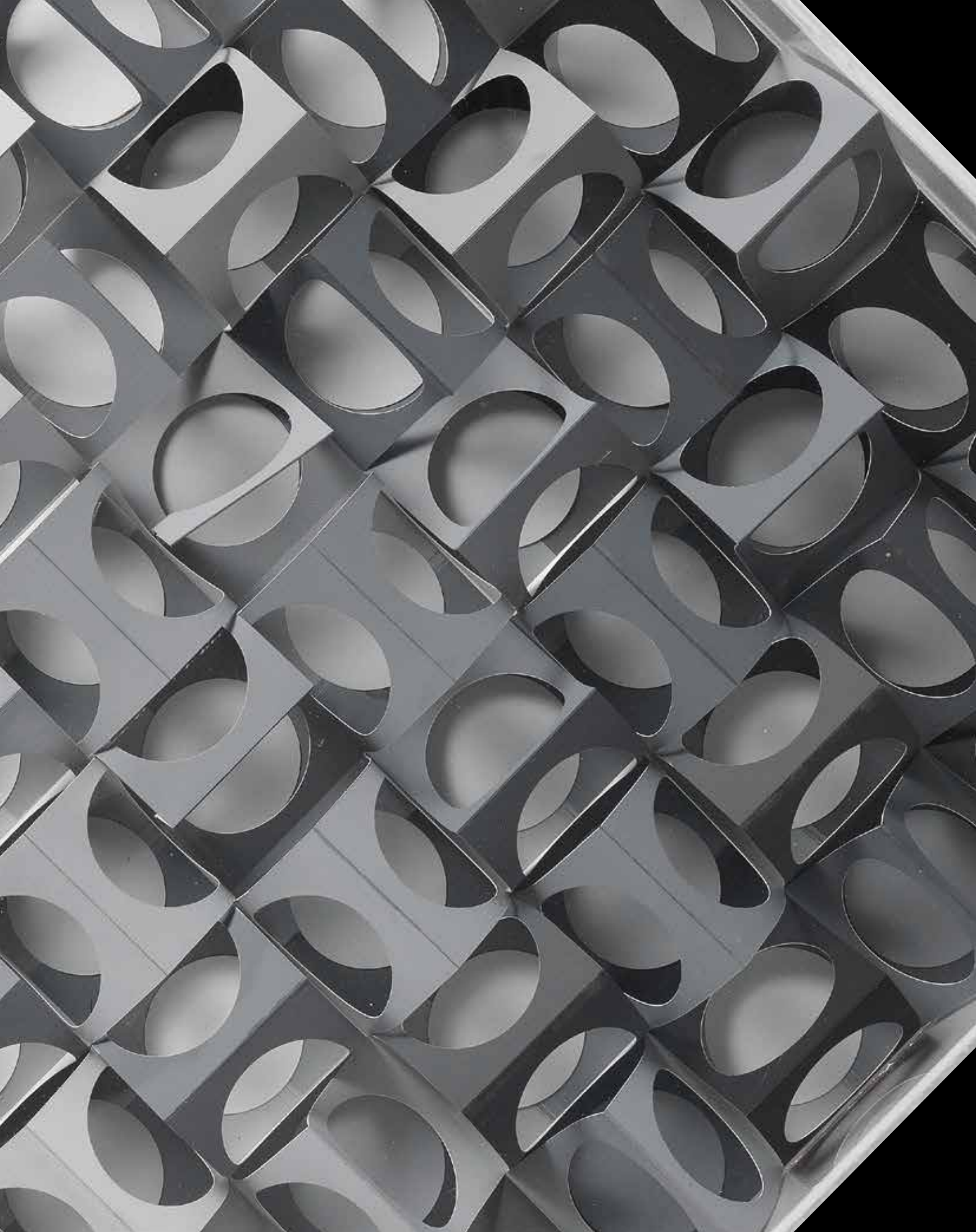
Massimo Duranti, *Gerardo Dottori, Catalogo generale ragionato*, Perugia 2006, p. 633, no. 888 - 1832, illustrated

Gerardo Dottori was an exponent of Italian *Futurism*, and the first Futurist to exhibit at the Venice Biennial in 1924. Known primarily for his representation of the landscape of Umbria, seen from the skies, he contributed to the Futurist movement with the invention of the *Aeropittura* technique, promulgated in the 1929 manifesto entitled *Perspectives of Flight*.

The present fresco comes from the main residence of the *Tenuta Chiugiana*, near Perugia, and was painted in 1932 alongside the entire cycle of frescos present in the villa. The *Tenuta Chiugiana* was built by an important Umbrian entrepreneur in the late 1920s, upon the ruins of an old monastery. The owner of the house, Felicioni, was a close friend of Dottori and he commissioned the artist to decorate the rooms of the upper floors of the building with landscapes, and various floral and marine motives. The works remained *in situ* until the end of the 1960s when Felicioni's heirs ordered for the decorations to be removed.

Alba-paesaggio depicts an abstract landscape constructed using strong geometrical shapes, filled with bright primary colours. The artist depicts here the moment of dawn, in full dynamic glory.

We are grateful to Dott. Massimo Duranti for his assistance cataloguing this work.



OP ART



Across fantastical mirages of colour, pattern and form, the dynamic perspectives and dizzying surfaces pioneered by the optical art movement (*op art*) emerged in earnest in the 1960s and 1970s, experimenting with geometry to push the aesthetic margins of the psychology of perception to their apogee. Dadamaino, Victor Vasarely and Jiří Hilmar represent three key op artists working across Europe in the second half of the Twentieth Century, each emerging from their respective milieus with exceptional approaches to the illusionistic depth of the canvas, adopting visual effects and trompe l'oeil techniques to construct paintings and assemblages that beguile the spectator's sense of space and movement.

From discrete series and periods of each artist, the present works illustrate the variety of styles and methods of the op artists. Presaging the simplicity of *Minimalism*, with close ties to Lucio Fontana, Piero Manzoni's Azimuth collective and the *Zero group* in Germany, Dadamaino was a leading member of the Italian avant-garde whose work developed a quintessential purity, interested as she was in the lucid, spatial potentialities of the canvas plane. Sharing a concern for how surfaces can function through relative movement, Hilmar, born in Czechoslovakia, fused a rational order of individual elements to produce shimmering surfaces; an effect that Vasarely generated with a masterful understanding of how composition and perspective produces the effect of three-dimensionality. Iconic and hugely influential, Vasarely's *CATHÉ* (1973-1975) is a gleaming example of the artist's distinctive warping quadrant.

Three exemplary works from the 1970s by distinguished op artists, the following lots demonstrate the remarkable range and visual impact of the illusionary style that is so evocative of the art and design of the period, using simple techniques to produce complex, dazzling effects.

16 AR

VICTOR VASARELY (1906-1997)

CATHÉ, 1973-1975

signed *vasarely* (lower right); signed, titled, dated and numbered
VASARELY CATHÉ 1973/75 2862 (on the reverse)

acrylic on canvas

80.5 x 80.5 cm.

31 11/16 x 31 11/16 in.

£35,000 - 45,000

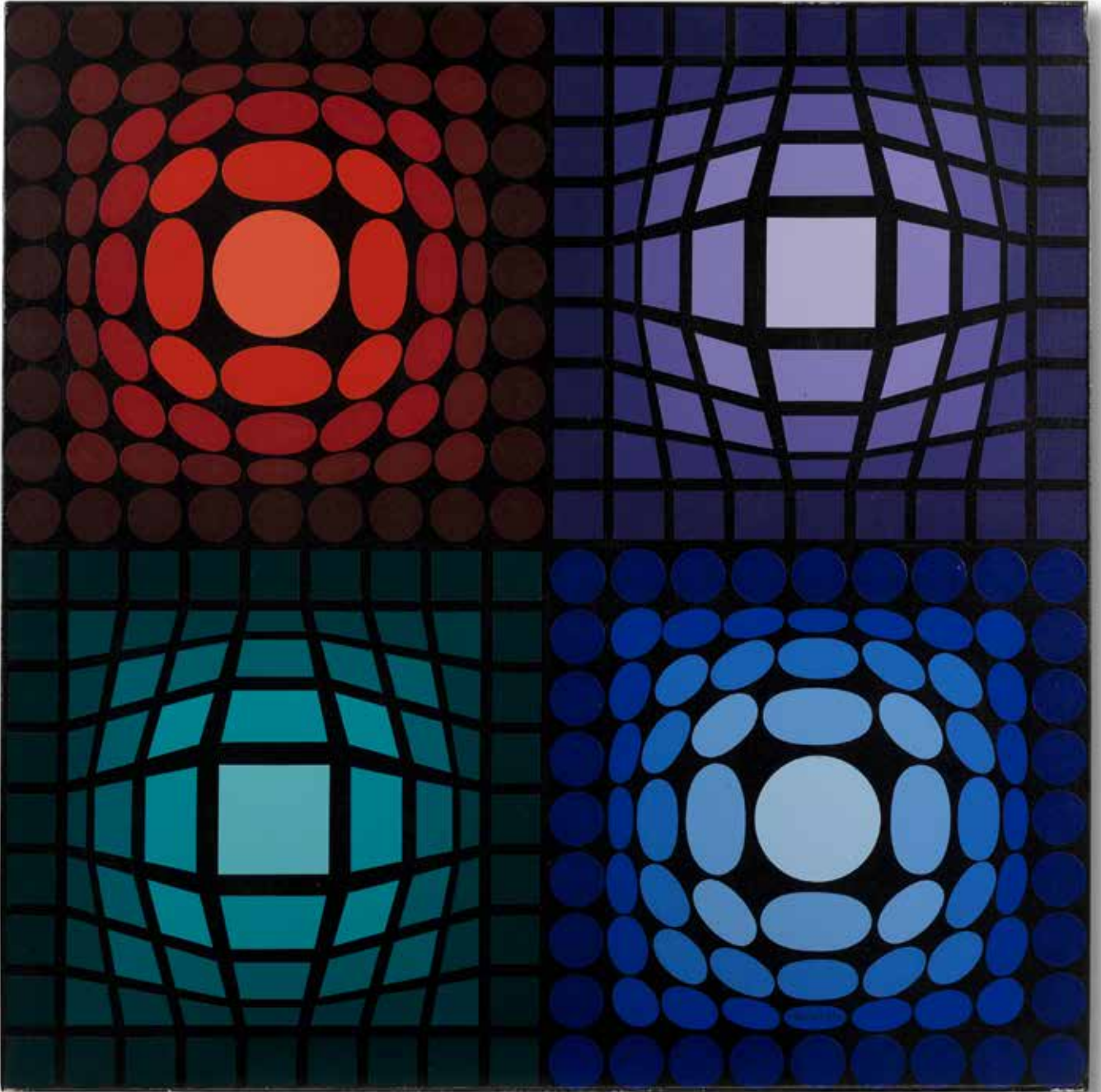
US\$44,000 - 57,000

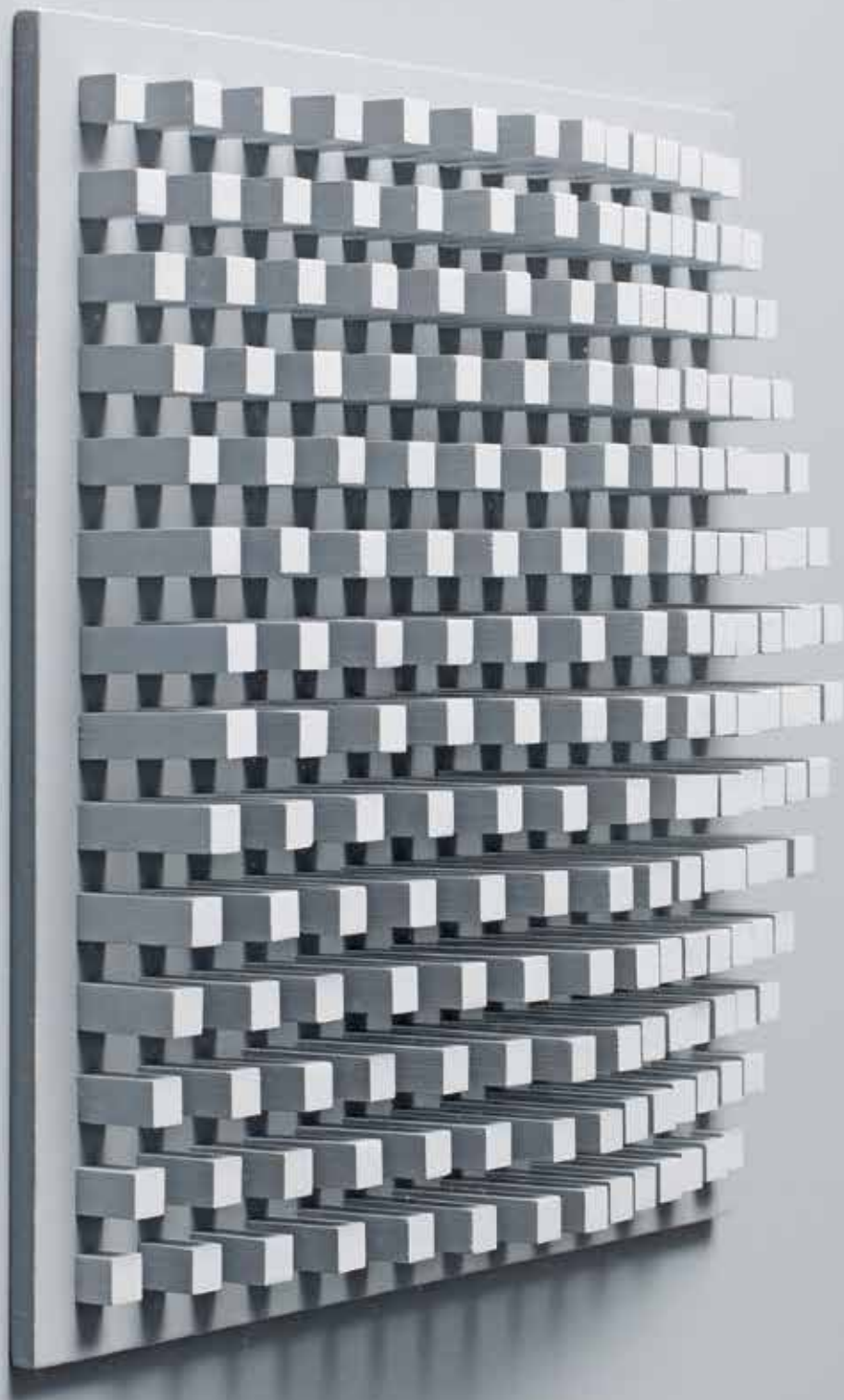
€39,000 - 51,000

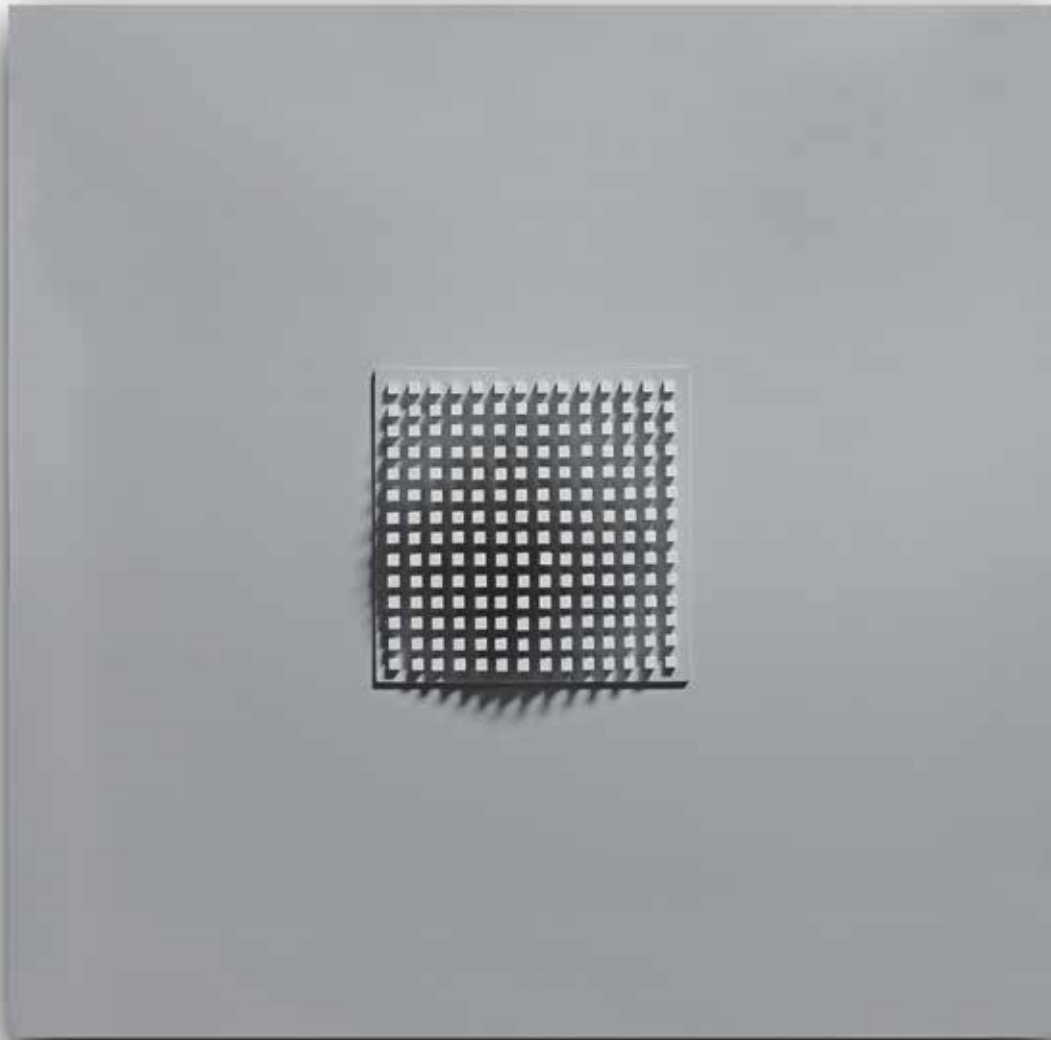
The authenticity of the present work has been confirmed by Pierre Vasarely, President of the *Fondation Vasarely*, universal legatee and the moral right holder of Victor Vasarely. This work will be included in the forthcoming *Catalogue Raisonné de l'Oeuvre Peint de Victor Vasarely*, which is currently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

Provenance

Private Collection, London







17 AR

DADAMAINO (1930-2004)

Cromorilievo 74/75, 1974-1975

signed, titled, dated and inscribed *DADAMAINO 20159 MILANO VIA BITONTO 24 CROMORILIEVO 74,75* (on the reverse)

painted wood construction laid on board

Relief: 30 x 30 x 8.5 cm.

11 13/16 x 11 13/16 x 3 3/8 in.

Overall: 100 x 100 x 8.5 cm.

39 3/8 x 39 3/8 x 3 3/8 in.

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

Provenance

Private Collection, Europe, acquired directly from the artist
Renata Fabbri Arte Contemporanea, Milan

Acquired directly from the above by the present owner in 2014

This work is registered in the *Archivio Dadamaino*, Milan, under no. 126/14, and is accompanied by a photo-certificate of authenticity.



18 AR

JIŘÍ HILMAR (B. 1937)

Grau, 1970

signed, titled, dated and inscribed *Jiri Hilmar Grau 1970* (on a label

affixed to the reverse); inscribed *P2399* (on the reverse)

tempera on cardboard relief laid on card in artist's Plexiglas box

71.5 x 71.5 x 5.8 cm.

28 1/8 x 28 1/8 x 2 5/16 in.

Lateral side: 50.8 x 50.8 x 5.8 cm.

20 x 20 x 2 5/16 in.

£3,000 - 5,000

US\$3,800 - 6,300

€3,400 - 5,600

Provenance

Sale: Bolland & Marotz, Germany, 9 October 2004, lot 775

Acquired directly from the above by the present owner

ANGELA CONNER



Top

Wave (full-scale version of lot 19)
© The Artist's Studio, London

Above

Poise (full-scale version of lot 20)
© The Artist's Studio, London

Born in 1935, London-based artist Angela Conner is best-known for her monumental mobile sculptures. She trained in Dame Barbara Hepworth's St Ives studio early in her career, before developing her signature kinetic works which are activated solely by natural forces such as wind and water.

Whilst vast in scale and impressive in material, Conner's work is characterised by the contrasting simplicity of the mechanics she engineers to realise the mobile aspects of each design. Conner's sculptures move with water; tip in the wind; play with gravity, light and shadow. Mirroring natural forces, they seek to evoke in their viewer the feelings experienced in the increasingly rare moments when one slows down and engages with one's surroundings.

The following lots are maquettes for some of her most iconic public commissions; full-scale versions of *Poise* can be viewed in Ireland, England and Tennessee, whilst *Wave*, installed in Dublin's Park West Plaza, stands as the tallest wind and water sculpture in Europe.

Conner's work features in notable public and private collections worldwide, including the Metropolitan Museum of Art, the National Portrait Gallery, the Chatsworth Collection, St George's Chapel, Windsor, and the American Museum in Bath. She has had a solo show at Hatfield House, exhibited at the Victoria and Albert Museum and the Royal Academy of the Arts in London, and was awarded an American Institute of Architects' Honorary Award for sculpture and co-design of Heinz Plaza, Pittsburgh USA.

"[What I love about kinetic sculpture is that] there is no technology involved as such. I love harnessing the forces of nature to make something move, because they are so much more powerful. These forces take us out of this planet we live on to contemplating the wonders of outer space. Our ignorance is vast, especially mine, but somehow a natural force is a link into something intriguing, and gives you a sense of touching the infinite. [...] You don't need to know anything about art or the art world to enjoy them. When something moves, everyone stops and stares. People respond to them emotionally as children would, but the deeper meaning is: this is what water can do; what wind can do; what nature can do. We humans think we are so special, but really we are very insignificant indeed."

Angela Conner

Excerpt from: Angela Conner in conversation with Helen Chislett, April 2019 (full interview available on bonhams.com)



19 AR

ANGELA CONNER (B. 1935)

Wave 1, 1992

signed, dated and inscribed *Conner 1992 maquette for WIND MOBILE*

and further inscribed (on the base)

carbon fibre steel and marble base

88 x 28.5 x 28.5 cm

34 5/8 x 11 1/4 x 11 1/4 in.

This work is from an edition of five.

£3,000 - 5,000

US\$3,800 - 6,300

€3,400 - 5,600

Provenance

Private Collection, UK



20 AR

ANGELA CONNER (B. 1935)

Poise, 2000

marble dust, resin and stainless steel

78 x 79 x 34 cm.

30 11/16 x 31 1/8 x 13 3/8 in.

This work is from an edition of four.

£5,000 - 7,000

US\$6,300 - 8,900

€5,600 - 7,900

Provenance

Private Collection, UK



21 AR

JOAN MIRÓ (1893-1983)

Sans titre, 1970

signed, dedicated and dated à Mauro Pejla Miró. 6/XI/70 (lower edge)

pen and coloured wax crayon on paper

19.8 x 19.8 cm.

7 13/16 x 7 13/16 in.

£6,000 - 8,000

US\$7,600 - 10,000

€6,800 - 9,000

Please note that this work will be presented to ADOM prior to the sale.

Provenance

Mauro Pejla Collection, Italy, a gift from the artist



22 ▲

LOUIS MARCOUSSIS (1878-1941)

Nature morte à la guitare, circa 1921

signed *Marcoussis* (lower centre)

oil on glass

38 x 28.7 cm.

14 15/16 x 11 5/16 in.

£30,000 - 50,000

US\$38,000 - 63,000

€34,000 - 56,000

Provenance

Galerie Jeanne Bucher, Paris

Private Collection, acquired directly from the above on
19 December 1943

Sale: Christie's, Paris, *Art Impressionniste et Moderne*,
3 December 2013, lot 38

Private Collection, France, acquired directly from the above sale



23 AR

CARLOS NADAL (1917-1998)

La plage, 1982

signed *cNadal* (lower right); signed, titled, dated and stamped with artist's atelier stamp *LA PLAGE cNadal 1982* (on the reverse)

oil and acrylic on canvas

46 x 55.5 cm.

18 1/8 x 21 7/8 in.

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

The authenticity of this work has kindly been confirmed by the *Comité Nadal*.

Provenance

Lester Galleries, California

Acquired directly from the above by the present owner *circa* 1990



24 AR

ANDRÉ BRASILIER (B. 1929)

Cavalcade au ciel rose, 2010

signed *André Brasilier.* (lower right); signed, titled and dated *Cavalcade au Ciel rose A. B. 2010* (on the stretcher)

oil on canvas

65.2 x 46.2 cm.

25 11/16 x 18 3/16 in.

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

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

Provenance

Private Collection, Japan

Sale: Christie's, South Kensington, *Impressionist/Modern*, 6 February 2015, lot 50

Acquired directly from the above by the present owner



25

RAOUL DUFY (1877-1953)

Bouquet de fleurs

stamped with the artist's signature *Raoul Dufy* (lower right)

gouache, watercolour, pencil and collage on card
38.3 x 30.4 cm.

15 1/16 x 11 15/16 in.

£3,000 - 5,000

US\$3,800 - 6,300

€3,400 - 5,600

The authenticity of this work has kindly been confirmed by Madame Fanny Guillon-Laffaille. This work will be included in the forthcoming supplement of the *Catalogue raisonné des Aquarelles, Gouaches et Pastels de Raoul Dufy*, currently being prepared.

Provenance

Private Collection, Paris



26 AR

CARLOS NADAL (1917-1998)

Marché du Bruxelles

signed and titled *cNadal marche [sic] Bruxelles-*
(lower right)

gouache, watercolour and coloured felt-tip pen on
paper

21.6 x 29.5 cm.

8 1/2 x 11 5/8 in.

£1,500 - 2,000

US\$1,900 - 2,500

€1,700 - 2,300

The authenticity of this work has kindly been confirmed by the *Comité Nadal*.

Exhibited

London, Messum's, *Carlos Nadal 1917-1998*, 2011,
no. 28



27 AR

JEAN DUFY (1888-1964)

Vue aérienne de Paris: le jardin des Tuileries et la Basilique du Sacré

Cœur de Montmartre

signed *Jean Dufy* (lower right)

gouache on paper

60.3 x 46.5 cm.

23 3/4 x 18 5/16 in.

£12,000 - 18,000

US\$15,000 - 23,000

€14,000 - 20,000

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

Provenance

Private Collection, Europe

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.



28

RAOUL DUFY (1877-1953)

Projet pour les ballets de Monte-Carlo

signed *Raoul Dufy* (lower right)

gouache on paper

44.5 x 55.5 cm.

17 1/2 x 21 7/8 in.

£5,000 - 7,000

US\$6,300 - 8,900

€5,600 - 7,900

The authenticity of this work has kindly been confirmed by Madame Fanny Guillon-Laffaille. This work will be included in the forthcoming supplement of the *Catalogue raisonné des Aquarelles, Gouaches et Pastels de Raoul Dufy*, currently being prepared.

Provenance

Private Collection, UK



29 AR

GEORGES ROUAULT (1871-1958)

Profil de femme au chapeau, 1915
gouache on paper laid within the artist's mount

Painting: 43.5 x 27 cm.

17 1/8 x 10 5/8 in.

Mount: 62.7 x 45.5 cm.

24 11/16 x 17 15/16 in.

Provenance

Private Collection, France

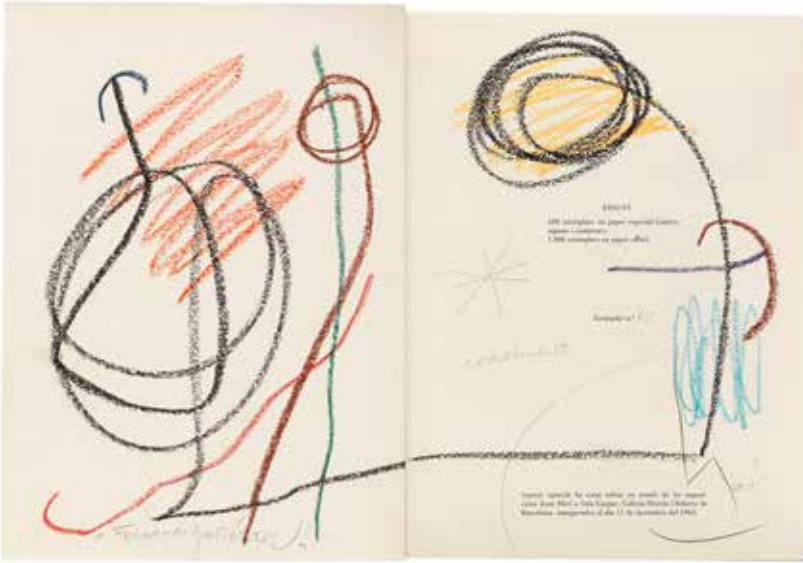
£12,000 - 18,000

US\$15,000 - 23,000

€14,000 - 20,000

The authenticity of this work has kindly been confirmed by the *Fondation Georges Rouault*. This work will be included in the forthcoming Georges Rouault *catalogue raisonné*, currently being prepared.

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.



30 AR

JOAN MIRÓ (1893-1983)

Sans títol, 1964

signed *Miró*. (lower right), dedicated a *Fernando Gutiérrez*, (lower left) and inscribed *cordialmente* (centre) and numbered *H.C.* (centre right)
coloured wax crayon and pencil on wove paper (on folded double page from *Joan Miró, Obra inèdita recent*. Barcelona: *Sala Gaspar, Galeria Metrás i Belarte*, December 1964)

£6,000 - 8,000

US\$7,600 - 10,000

€6,800 - 9,000

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

Provenance

Galería Cortina, Barcelona

Acquired directly from the above by the present owner



31 AR

MAX ERNST (1891-1976)

Initiale B, 1958

signed *max ernst* (lower right)
etching, pencil and collage on paper laid on card
12.6 x 17.8 cm.
4 15/16 x 7 in.

£3,000 - 5,000

US\$3,800 - 6,300

€3,400 - 5,600

The authenticity of this work has kindly been confirmed by Dr. Jürgen Pech.

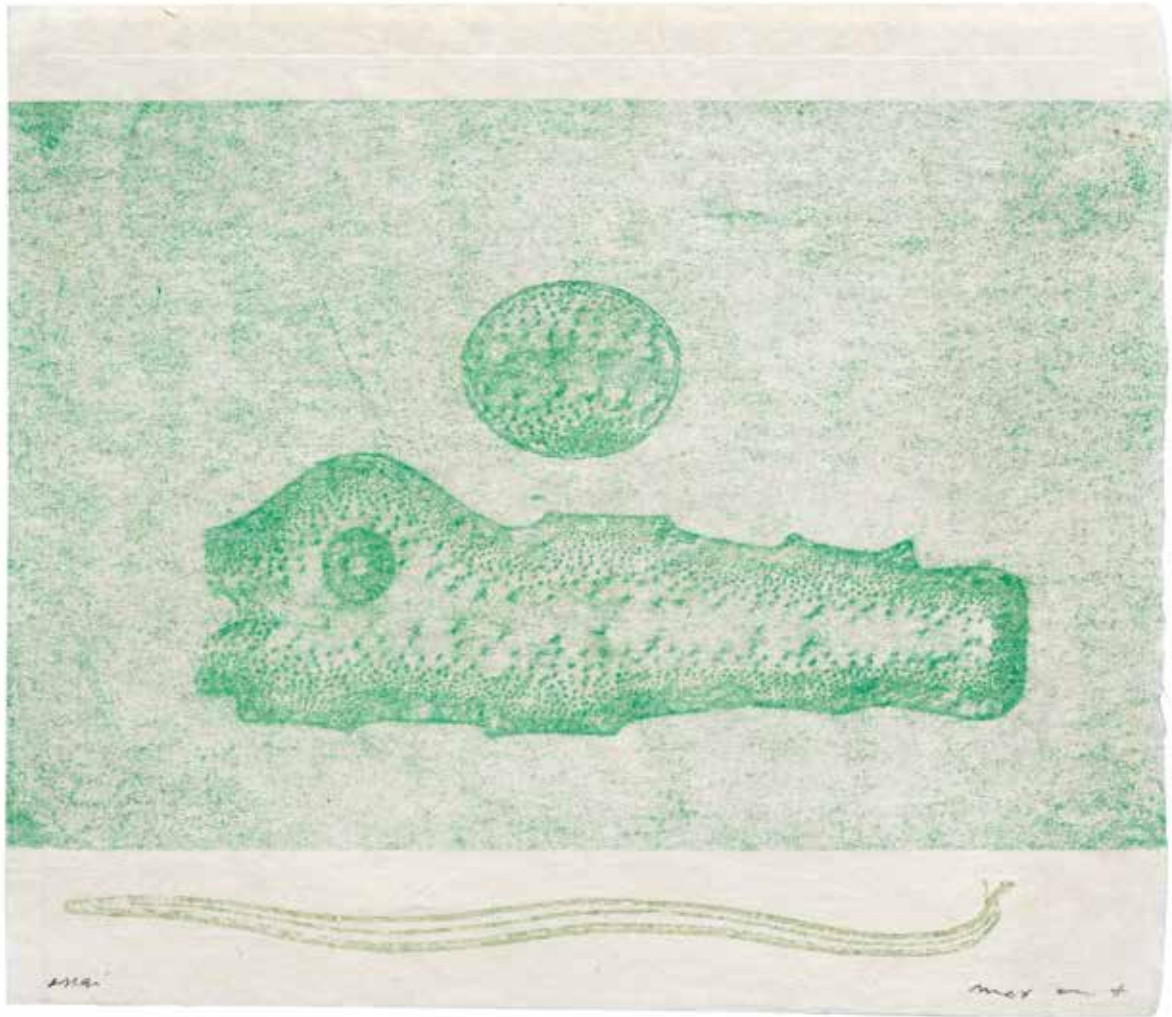
Provenance

Sale: Lasseron & Associés, Paris, 22 May 2015, lot 19

Acquired directly from the above by the present owner

Literature

Werner Spies, Sigrid and Günter Metken, *Max Ernst Oeuvre-Katalog, Werke 1954-1963*, Vol. VI, Cologne 1998, p. 179, no. 3395, illustrated



32 AR

MAX ERNST (1891-1976)

Surimpression des lithos: No SL 135 XXXV + 135 XXXIII, 1970

signed *max ernst* (lower right) and inscribed *essai* (lower left)

unique lithograph on *Japan* paper

21.5 x 25 cm.

8 7/16 x 9 13/16 in.

£8,000 - 12,000

US\$10,000 - 15,000

€9,000 - 14,000

The authenticity of this work has kindly been confirmed
by Dr. Jürgen Pech.

Provenance

Galerie Alphonse Chave, Vence, no. 5083

Acquired directly from the above by the present owner in 2018

Exhibited

Vence, Galerie Alphonse Chave, *Max Ernst, Aurait Cent Ans*, 1991,
n.p., illustrated in colour





33 AR TP

OSCAR MURILLO (B. 1986)

Untitled (Fried Chick), 2012

oil, oil stick, spray paint and dirt on canvas

248 x 181 cm.

97 5/8 x 71 1/4 in.

£80,000 - 120,000

US\$100,000 - 150,000

€90,000 - 140,000

Provenance

Private Collection, LA

Acquired directly from the above by the present owner in 2013



Compelling, spirited and grand in scale, *Untitled (Fried Chick)* (2012) is foundational work by the Colombian-born, Turner Prize nominated artist Oscar Murillo; exhibiting all the hallmarks of his energetic and spontaneous style that combines raw panels of canvas, flashes of text and colour with aggregated dirt and impressions from the studio floor. Rising to artistic maturity and institutional acclaim in monumental fashion, his inclusion in such major exhibitions as *The Forever Now: Contemporary Painting in an Atemporal World* at the Museum of Modern Art, New York, in 2014, in addition to solo exhibitions at the Centro Cultural Daoiz y Velarde, Madrid and the Institute of Contemporary Arts, London, has cemented Murillo's international standing as one of the foremost contemporary painters currently working; culminating in his nomination for the Turner Prize in 2019 for his exhibition *Violent Amnesia* at Kettle's Yard, Cambridge.

Activating the more static, Modernist modes of abstract painting through installations, social gatherings and interactive artworks, Murillo's multifaceted practice has continued to express the artist's experiences of displacement and multiculturalism, demonstrated in the present work with a bravura charm and dynamic materiality. For Murillo, the process of painting provides a method of accumulation; composing his works through a build-up of material, of folds, marks and daubs of paint that illustrate the artist's own relationship to his itinerant lifestyle and "layering" of identity. Born in La Paila in South East Colombia, Murillo remains deeply influenced by his roots and his arrival in London as an immigrant at the age of ten. The present work represents a superbly nuanced evocation of these themes, employing single words or phrases that encourage a reading of Murillo's paintings through the lens of cultural critique.

Where words such as 'pollo,' 'yoga,' 'milk' and 'mango' appear across Murillo's oeuvre, they become aesthetic devices in tandem with their implicit meaning – impactful hand-sketched lines of text that divide the canvas in a similar vein to the paintings of Jean-Michel Basquiat. Murillo interprets his own unique style thusly: "the words are very displaced. Like cultural displacement with performance, in painting it's material displacement, object displacement [...] I also like to think that these paintings also imply a displacement of time. They're like rugs. An unstretched painting is a kind of abstract thing, one that suggests that it perhaps has been found or comes from some other space or time. But while it has this aura of being a historical thing when placed out of context, it just comes from the studio" (Oscar Murillo in conversation with Legacy Russell, *Bomb Magazine*, No. 122, Winter 2013, online).

Untitled (Fried Chick) is an elegant example of Murillo's collaging of surfaces and techniques that flaunts the dirt from the artist's studio floor, bringing the painting to life through its closeness to the "authentic" detritus and rubble of Murillo's workspace. In the present work, the raw support of the canvas plays host to an almost performative mark-making, suffused with a palpable energy that channels the automatic motions of Jackson Pollock, complemented by a revisionist ideology that Murillo credits to the *Neo-concretism* of Lygia Clark, Lygia Pape and Hélio Oiticica. The present work comes to market following Murillo's nomination for the Turner Prize in 2019 – a significant recognition of the artist's distinguished practice and place amongst his contemporaries. An exemplary early work by Murillo, *Untitled (Fried Chick)* is an immense painting of masterful austerity, eliciting all of the methods and conceptual hooks that has made Murillo such an internationally lauded artist.



Fried

Chick



34 AR TP

MICHEL FRÈRE (1961-1999)

Untitled, 1992-1993

signed and dated *MF 92 1993* (on the reverse)

oil on canvas

151.4 x 180.4 cm.

59 5/8 x 71 in.

£5,000 - 7,000

US\$6,300 - 8,900

€5,600 - 7,900

Provenance

Jean Bernier, Athens

Acquired directly from the above by the present owner in 1994

Exhibited

Athens, Jean Bernier, *Michel Frère*, 1994, no. 3

Charleroi, Palais des Beaux-Arts, *Michel Frère/Peintures*, 1995, p. 35,

illustrated in colour and p. 60, no. 22, illustrated in colour

(installation view)



35 AR TP

BOSCO SODI (B. 1970)

Untitled, 2011

mixed media on canvas

186 x 186 cm.

73 1/4 x 73 1/4 in.

Provenance

ProjectB Gallery, Milan

Acquired directly from the above by the present owner in 2012

£18,000 - 25,000

US\$23,000 - 32,000

€20,000 - 28,000

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



36 AR

DAMIEN HIRST (B. 1965)

In a Spin, the Action of the World on things, Volume I, 2002

each etching signed by the artist

household gloss and silkscreen on buckram laid on fibreboard with the complete portfolio of 23 etchings in colours on Hahnemühle paper

Painting: 97.2 x 75.5 cm.

38 1/4 x 29 3/4 in.

Each sheet: 91 x 70.5 cm.

35 13/16 x 27 3/4 in.

This work is number fifty from an edition of sixty-eight, each with a unique spin painting.

£40,000 - 60,000

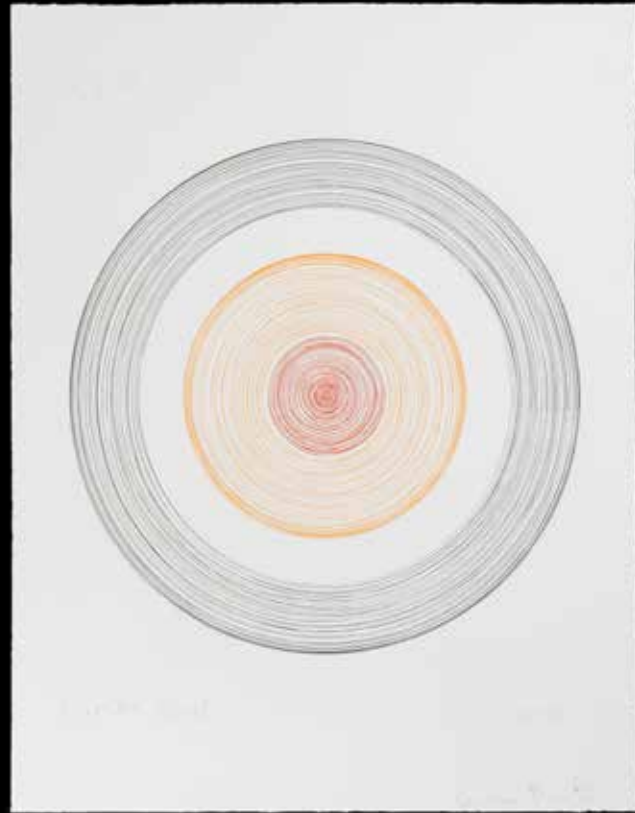
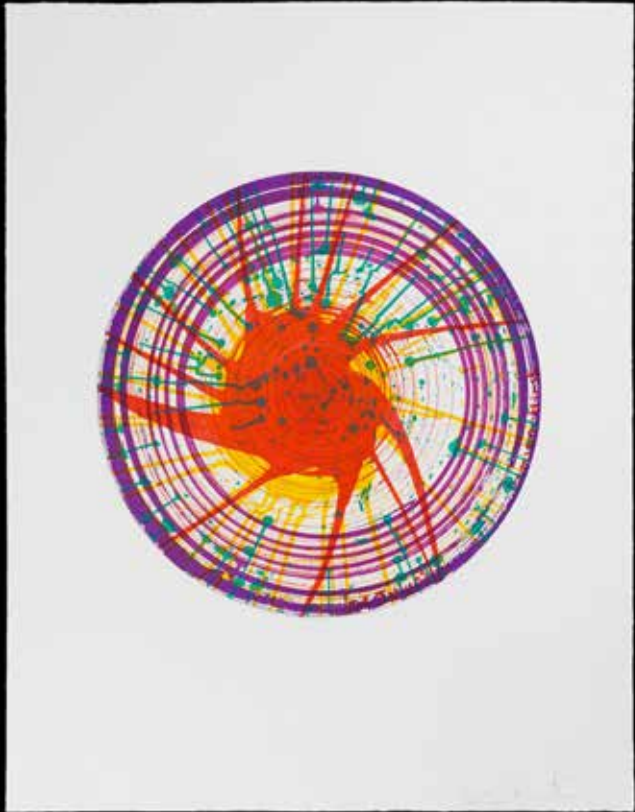
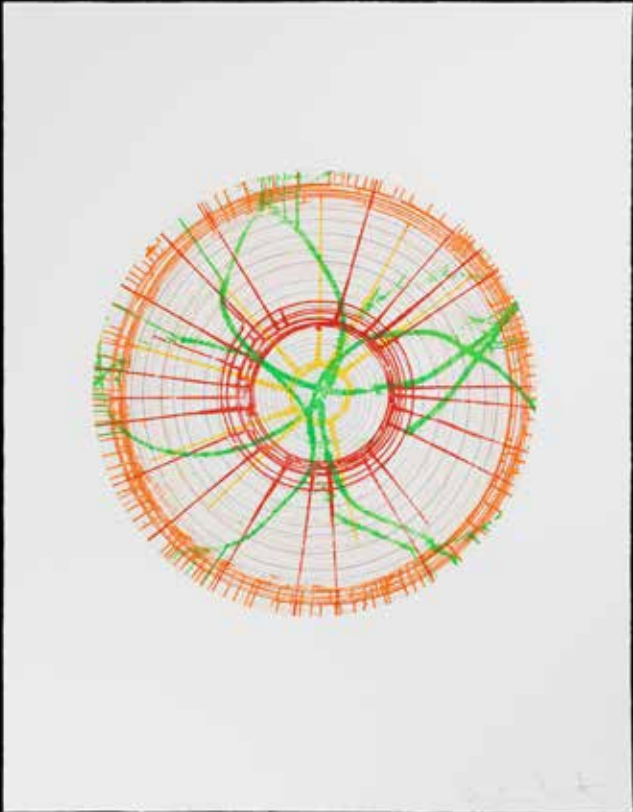
US\$51,000 - 76,000

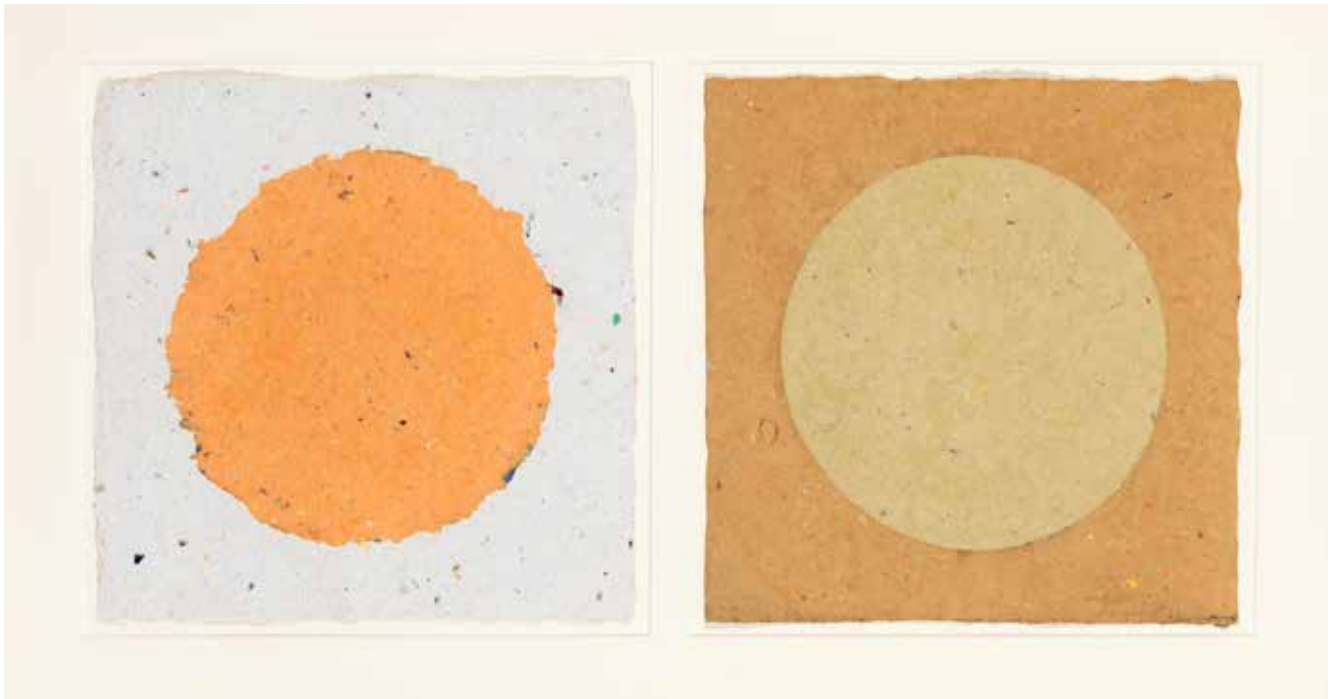
€45,000 - 68,000

Provenance

Paragon Press, London

Acquired directly from the above by the present owner in 2003





37 *

KENNETH NOLAND (1924-2010)

Pairs, from the Handmade Paper Project (Diptych), 1978

*Each: signed, dated and inscribed Kenneth Noland © 1978 L-21 and
Kenneth Noland © 1978 R-21 respectively (on the reverse)*

handmade and hand-coloured paper pulp

Each: 40 x 40 cm.

15 3/4 x 15 3/4 in.

£3,000 - 5,000

US\$3,800 - 6,300

€3,400 - 5,600

Provenance

Sale: Mainichi Auction, Tokyo, *Paintings, prints & sculpture*, 8

September 2018, lot 1059

Private Collection, Tokyo

Acquired directly from the above by the present owner

Literature

Kenneth E. Tyler, *Tyler Graphics: Catalogue Raisonné, 1974-1985*,
New York 1987, p. 271 (diagram illustrated)

38 *

SOL LEWITT (1928-2007)

9 Pyramids on a 9-part Grid, 1991

signed and numbered *S. LeWitt 2/15* (on the underside of the base)

cast polyester resin on formica base

34 x 73.7 x 73.7 cm.

13 3/8 x 29 x 29 in.

This work is number two from an edition of fifteen, plus six artist's proofs.

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

Provenance

Rosa Esman Gallery, New York

Acquired directly from the above by the present owner in 2002

Literature

Gary Garrels Ed., *Sol LeWitt: A Restrospective*, San Francisco 2000, p. 273, no. 257, another example illustrated



A RARE COMPLETE GROUP OF SUPREME SKATEBOARDS





39 TP

SUPREME, NEW YORK

A complete group of 131 full-sized Supreme skateboard decks, published by Supreme New York between 2011-2019.

Each approximately: 81 x 21 cm.

31 7/8 x 8 1/4 in.

£100,000 - 150,000

US\$130,000 - 190,000

€110,000 - 170,000

Provenance

Supreme, London

Acquired directly from the above by the present owner between 2011 and 2019



One of the definitive lifestyle brands of the last thirty years, Supreme has ascended to a cross-cultural icon of fashion and art, collaborating with some of the most important artists of the contemporary period since its launch in 1994. Quintessentially the identity and ethos of the brand, the series of artist-collaborative skateboard decks that Supreme began in 1998 demonstrate how the label pioneered a movement that influenced luxury fashion houses to adopt collaborative lines as a key aspect of their business, from Adidas to Louis Vuitton and Raf Simons. A collection of original, full-size Supreme decks produced between 2011-2019, featuring such momentous artists as Jake and Dinos Chapman, Urs Fischer, Nan Goldin, Mike Kelley, Cindy Sherman and Dash Snow, amongst others, the 131 objects that comprise the present lot are impeccable, rare works of art that speak to the cultural significance of Supreme as a generation-defining marque. The skateboard decks have quickly become collector's items, not just for skateboarders or stylists, but for the art market for whom the limited-edition pieces represent unique and alternative works by major artists.



Emerging from the Downtown scene in Manhattan in the 1990s, British-born owner James Jebbia opened the inaugural Supreme outlet on Lafayette Street in SoHo, New York, with a dedicated cult following amidst the skateboarders and artists of Manhattan, refashioning the gritty image of streetwear and subculture in the mould of contemporary art – presenting garments and accessories in-store with the polish and elegance of a luxury brand or gallery. It was this cross-pollination of styles, designs and motifs that identified Supreme as a breakthrough presence in the industry, attracting the attention of artists and creatives who appreciated the spirit of appropriation, collaboration and experimentation. From the infamous design of the now iconic box logo to the signature t-shirts, Supreme has garnered such recognition thanks to this synthesis of “high” art and “low” culture; none better illustrated than across the undersides of Supreme skateboard decks.





Collaborating with artists since the beginning of the series, Jebbia and Neville Wakefield curated a selection of artists with both personal ties to the label, as well as boundary-pushing, seminal artists of their respective generations, to design the limited-run pieces. Released in 2015, the skateboard decks produced by Larry Clark are undoubtedly some of the most important and exclusive works from the collection. Celebrating twenty years since the release of Clark's controversial film *Kids* (1995), Supreme's collaboration with the film director and photographer celebrates not only one of the first pieces of cinema to explore the raw experience and intricacies of youth culture, but reflects upon Supreme's own closeness to the production having supplied garments for the cast, which included two original Supreme team skateboarders. This attention to detail and shared histories echoes throughout the collaborations featured here, not least in those of Dash Snow and Harmony Korine who were similarly young artists and creatives on the Downtown scene.



One of the largest collections of the highly sought-after full-size Supreme skateboard decks, purchased by the present owner from the London outlet over the last decade, the present lot is an outstanding testament to the history of a streetwear brand that grew into a cultural icon. Emboldening the tired post-punk aesthetic of SoHo in the 1990s through working closely with the leading contemporary artists, the skateboard decks are a collective of individual works of art that represent the cutting-edge of fashion and contemporary art, and the exceptional results of such collaborative practice.



40

CHUNG SANG-HWA (B. 1932)

Untitled, 1978

signed, dated and inscribed *CHUNG SANG HWA 1978 年, 11月-15*

鉛筆素描 鄭相和 (on the reverse) and numbered *No. 19* (on a label
affixed to the reverse)

graphite on cut and torn card

65 x 50 cm.

25 9/16 x 19 11/16 in.

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

Provenance

Bergheim Culture Institute, Bergheim

Acquired directly from the above by the present owner in 1980

Exhibited

Bergheim, Bergheim Culture Institute, *Chung-Sang Hwa: Paintings
and Drawings*, 1980



41

SANDÚ DARIÉ (1908-1991)

Untitled, circa 1950s

signed *DARIE* (lower right)

oil on panel

46 x 36 cm.

18 1/8 x 14 3/16 in.

£12,000 - 18,000

US\$15,000 - 23,000

€14,000 - 20,000

This work is accompanied by a photo-certificate of authenticity signed by Mr Pedro de Oraá.

The authenticity of this work has kindly been confirmed by Mr Roberto Cobas.

Provenance

Willow Fine Art Gallery, Florida

Acquired directly from the above by the present owner



DARIE



42 AR

JEAN LURÇAT (1892-1966)

Le pêcheur, 1936

signed and dated *JeanLurçat 1936* (lower right)

gouache and watercolour on card

47 x 35.3 cm.

18 1/2 x 13 7/8 in.

£1,500 - 2,000

US\$1,900 - 2,500

€1,700 - 2,300

The authenticity of this work has kindly been confirmed by Monsieur Gerard Denizeau. This work will be included in the forthcoming Jean Lurçat *catalogue raisonné*, currently being prepared.

Provenance

E. J. Van Wisselingh & Co., Amsterdam, no. 7876

Private Collection, Arnhem, acquired from the above *circa* 1960

Acquired directly from the above by the present owner



43 AR

ENZO BENEDETTO (1905-1991)

Seduta spiritica

signed *benedetto* (lower right); bears inscription *ENZO BENEDETTO
SEDUTA SPIRITICA 1943* (on the reverse)

oil on burlap

62 x 74 cm.

24 7/16 x 29 1/8 in.

£3,000 - 5,000

US\$3,800 - 6,300

€3,400 - 5,600

Provenance

Collection of the artist, Italy

Private Collection, Italy, a gift from the above

Thence by descent to the present owner

Exhibited

Rome, Centro Internazionale Antinoo per l'Arte, *Enzo Benedetto*,
Stefania Lotti - Vite Futuriste, 2015, p. 93

Literature

Enrica Torelli Landini, *Enzo Benedetto, mostra antologica*, exh. cat.,
Rome 1991 p. 26, no. 130 (dated differently)



44 AR

ROBERTO CRIPPA (1921-1972)

Spirali, 1951

signed twice, dated and numbered *Crippa 1951 ADN M/3/XII/02* (on the reverse)

oil on canvas

45 x 35 cm.

17 11/16 x 13 3/4 in.

Provenance

Private Collection, Milan

Thence by descent to the present owner

£2,000 - 3,000

US\$2,500 - 3,800

€2,300 - 3,400

This work is registered in the *Archivio Roberto Crippa*, Milan, under no. ADN M/3/XII/02 and is accompanied by a photo-certificate of authenticity.



45 AR

ROBERTO CRIPPA (1921-1972)

Untitled, 1957

signed and dated *Crippa 57* (lower right); signed twice, dated and numbered *Crippa 57 ADN M/3/XII/01* (on the reverse)

oil on canvas

114 x 146 cm.

44 7/8 x 57 1/2 in.

£12,000 - 18,000

US\$15,000 - 23,000

€14,000 - 20,000

This work is registered in the *Archivio Roberto Crippa*, Milan, under no. ADN M/3/XII/01 and is accompanied by a photo-certificate of authenticity.

Provenance

Private Collection, Milan

Thence by descent to the present owner



46 AR

ENRICO DONATI (1909-2008)

Curtain Call II, 1971
signed *Donati* (lower right); signed, titled and dated *Curtain Call II 1971*
Enrico Donati (on the stretcher)
oil and sand on canvas
110.5 x 99 cm.
43 1/2 x 39 in.

£5,000 - 7,000
US\$6,300 - 8,900
€5,600 - 7,900

Provenance

Staempfli Gallery, New York
Sale: Christie's, New York, *Contemporary Art*, 14 February 1989, lot 9
Private Collection, France
Gift from the above to the present owner, *circa* 1998



47 AR

ANTONIO CORPORA (1909-2004)

Misura di Spazio Luce, 1971
signed and dated *Corpora 71* (lower right); signed, titled and dated
Corpora 71 Misura di Spazio - Luce (on the reverse)
oil on canvas
162 x 130 cm.
63 3/4 x 51 3/16 in.

£6,000 - 8,000

US\$7,600 - 10,000

€6,800 - 9,000

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

The authenticity of this work has kindly been confirmed by the *Archivio Antonio Corpora*, Rome.

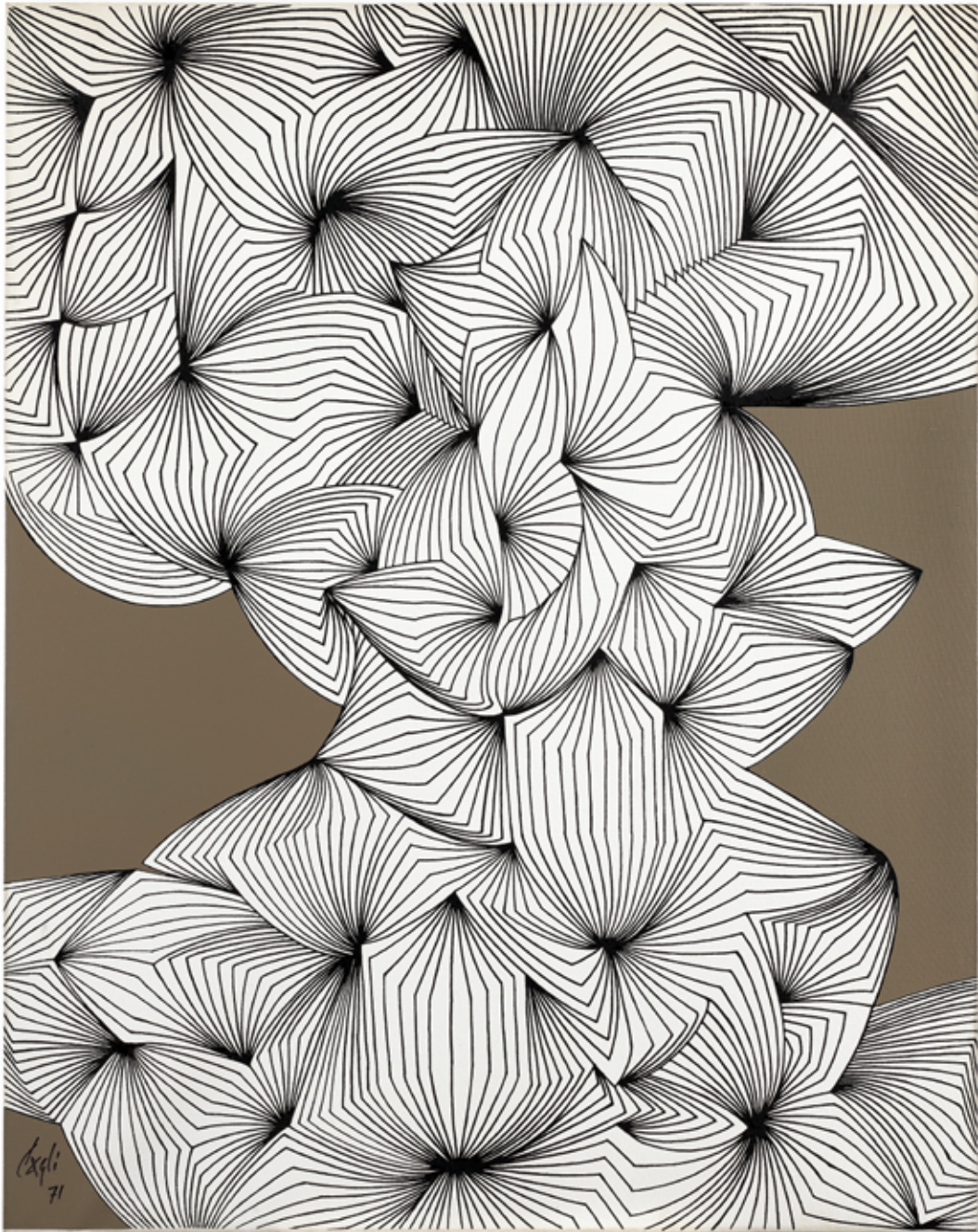
Provenance

Galleria Ghelfi, Verona

Acquired directly from the above by the present owner, circa 2009

Literature

Floriano De Santi, *Corpora: catalogo generale ragionato dei dipinti dal 1930 al 2001*, Vol. I, Rome 2004, p. 170, no. 230, illustrated in colour



48 AR

CORRADO CAGLI (1910-1976)

Sistema di curve a usbergo, 1971

signed and dated *Cagli 71* (lower left); signed, dedicated and dated *A Zizzari Cordialmente Cagli Aprile 1972* (on the reverse)

acrylic and silkscreen ink on canvas

130 x 103 cm.

51 3/16 x 40 9/16 in.

£5,000 - 7,000

US\$6,300 - 8,900

€5,600 - 7,900

The authenticity of this work has kindly been confirmed by the *Archivio Corrado Cagli*.

Provenance

Zizzari Collection, Rome, a gift from the artist

Private Collection, Milan

Thence by descent to the present owner



49 AR

MARINO MARINI (1901-1980)

Cavallo e cavaliere, 1949

signed *MARINO* (lower right)

gouache, brush and India ink, and wash on paper laid on board

33 x 41 cm.

13 x 16 1/8 in.

£6,000 - 8,000

US\$7,600 - 10,000

€6,800 - 9,000

The authenticity of this work has kindly been confirmed by the *Fondazione Marino Marini*.

Provenance

Aldrich Collection, US, *circa* 1959

Cadby-Birch Gallery, New York

Private Collection, UK

Exhibited

Virginia, The Virginia Museum, *The Aldrich Collection*, 1959, no. L 1-59-31



50 * AR

PAUL DELVAUX (1897-1994)

Femme à la coupe

signed P.DELVAUX (lower right)

brush and ink on paper

32 x 27 cm.

12 5/8 x 10 5/8 in.

£2,000 - 3,000

US\$2,500 - 3,800

€2,300 - 3,400

Please note that this work will be presented to the *Fondation Paul Delvaux* prior to the sale.

Provenance

New Smith Gallery, Brussels

Private Collection, Tokyo

Acquired directly from the above by the present owner



51

ERNST LUDWIG KIRCHNER (1880-1938)

Mann am Tisch, circa 1915

pencil on yellow paper

13.8 x 11.3 cm.

5 7/16 x 4 7/16 in.

£2,000 - 3,000

US\$2,500 - 3,800

€2,300 - 3,400

This work is listed in the *Ernst Ludwig Kirchner Archives*, Wichtrach/Bern.

This work is a preparatory study for the lithograph *Der Mörder* for Emile Zola's novel *La Bête humaine*.

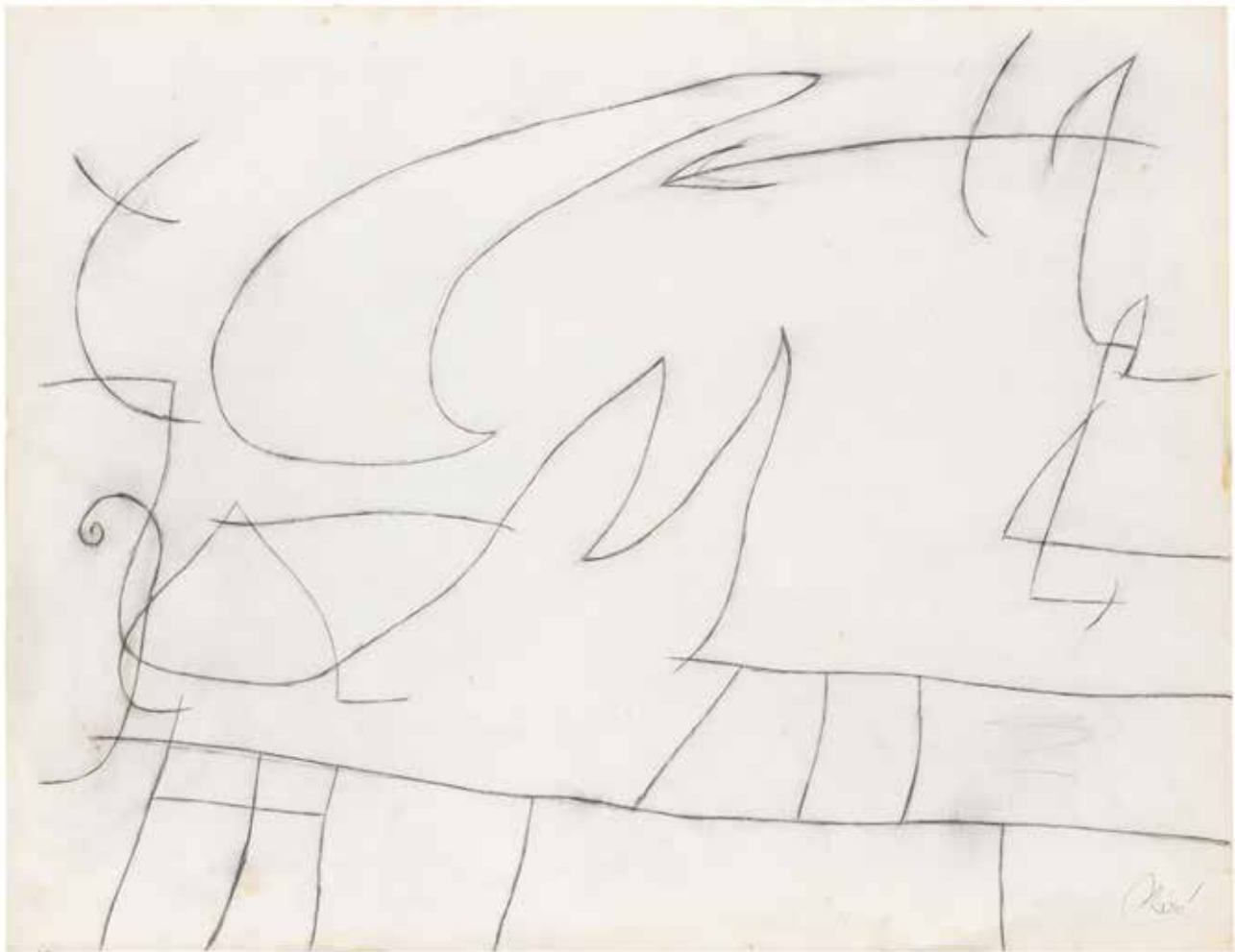
Provenance

Florian Karsch Collection, Germany, no. E71-747/35

Lise Gujer Collection, Germany

Exhibited

Berlin, Galerie Nierendorf, 1972, no. 220



52 AR

JOAN MIRÓ (1893-1983)

Sans titre, 1973

signed *Miró* (lower right); numbered and dated *III. 19/1/73. 3/1/73* (on the reverse)

charcoal and pencil on paper

49.6 x 64.7 cm.

19 1/2 x 25 1/2 in.

£18,000 - 25,000

US\$23,000 - 32,000

€20,000 - 28,000

Literature

Jacques Dupin & Ariane Lelong-Mainaud, *Joan Miró, Catalogue raisonné. Drawings*, Vol. IV, 1973 - 1976, Paris 2013, p. 38, no. 2481, illustrated

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

Provenance

Galería Maeght, Barcelona, no. 1549

Galerie Matignon, Paris

Acquired directly from the above by the present owner

Exhibited

Paris, Centre Georges Pompidou, *Dessins de Miró*, 1978 - 1979, p.

133, no. 322, illustrated



A LINE IN CALIFORNIA

1982

53 AR

RICHARD LONG (B. 1945)

A line in California, 1982

titled and dated *A LINE IN CALIFORNIA* 1982 (lower centre)

gelatin silver print laid on card with pencil

Image: 49 x 72.8 cm.

19 5/16 x 28 11/16 in.

Sheet: 84.5 x 120 cm.

33 1/4 x 47 1/4 in.

£6,000 - 8,000

US\$7,600 - 10,000

€6,800 - 9,000

Provenance

Anthony d'Offay Gallery, London

Acquired directly from the above by the present owner in 1983



A LINE IN CALIFORNIA

1982

54 AR

RICHARD LONG (B. 1945)

A line in California, 1982

titled and dated *A LINE IN CALIFORNIA 1982* (lower centre)

gelatin silver print laid on card with pencil

Image: 49 x 72 cm.

19 5/16 x 28 3/8 in.

Sheet: 84.5 x 120 cm.

33 1/4 x 47 1/4 in.

£6,000 - 8,000

US\$7,600 - 10,000

€6,800 - 9,000

Provenance

Acquired directly from the artist by the present owner



**PROPERTY SOLD TO BENEFIT THE DEMELZA
HOSPICE FOR CHILDREN, UNITED KINGDOM**

55 AR

JUERGEN TELLER (B. 1964)

Making a Move, London 2003, 2003

C-Type print

Image: 143 x 96 cm.

56 5/16 x 37 13/16 in.

Sheet: 157 x 103.3 cm.

61 13/16 x 40 11/16 in.

This work is number one from an edition of five, plus two artist's proofs.

£12,000 - 18,000

US\$15,000 - 23,000

€14,000 - 20,000

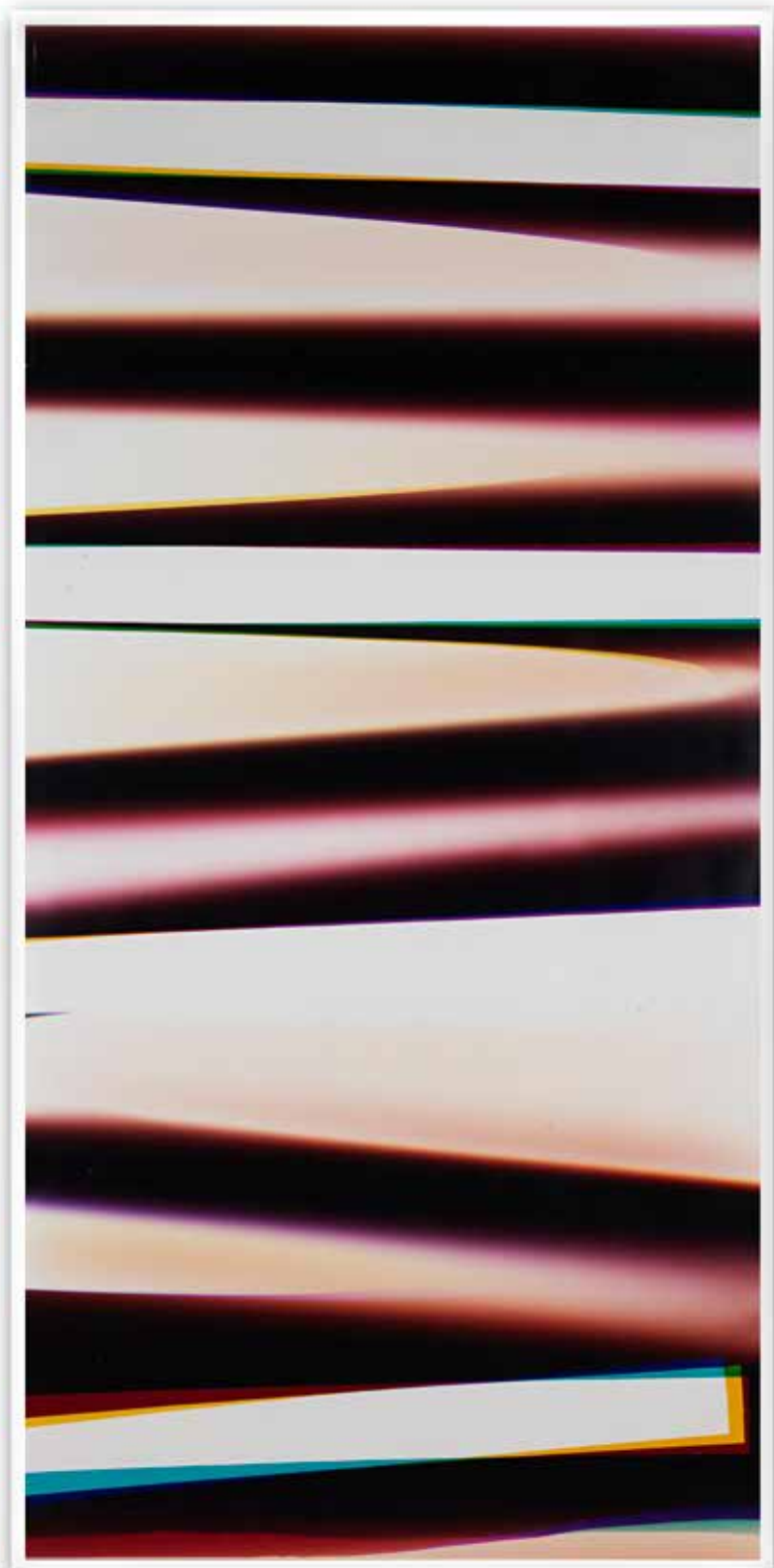
This work is accompanied by a certificate of authenticity signed by the artist.

Provenance

Donated by the artist

Exhibited

Berlin, Contemporary Fine Arts, *Zwei Schäuferte mit Kloß und eine Kinderportion Schnitzel mit Pommes Frites*, 2003



56 AR TP

WALEAD BESHTY (B. 1976)

White Curl (YMC/FourMagnet: Los Angeles, California, February 27th 2013, Fuji Color Crystal Archive Super Type C, Em. No. 186-016, 05313), 2014

colour photographic paper

253.5 x 126.4 cm.

99 13/16 x 49 3/4 in.

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

This work is unique.

Provenance

Hamburg Kennedy Photographs, New York

Acquired directly from the above by the present owner in 2014

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.



57

57 * AR

BERND AND HILLA BECHER (1931-2007 AND 1934-2015)

Blast Furnace, Rombas, Lorraine, France, 1984, 1989

signed *Bernd Becher Hilla Becher* (on the reverse)

gelatin silver print

61 x 49.7 cm.

24 x 19 9/16 in.

This work is from an edition of five.

£6,000 - 8,000

US\$7,600 - 10,000

€6,800 - 9,000

Provenance

Sonnabend Gallery, New York

Acquired directly from the above by the present owner

Literature

Armin Zweite Ed., *Bernd & Hilla Becher: Typologies*, Cambridge 2004, p. 98, another example illustrated

58 * AR

BERND AND HILLA BECHER (1931-2007 AND 1934-2015)

Water Tower, Oberhausen, Germany, 1967, 1989

signed, titled and numbered *Bernd Becher Hilla Becher*

WATERTOWER OBERHAUSEN/RUHR, GERMANY PHOTO 1967 Ed

3/5 (on the reverse)

gelatin silver print

61 x 51.5 cm.

24 x 20 1/4 in.

This work is number three from an edition of five.

£8,000 - 12,000

US\$10,000 - 15,000

€9,000 - 14,000

Provenance

Sonnabend Gallery, New York

Acquired directly from the above by the present owner



58

59 * AR

BERND AND HILLA BECHER (1931-2007 AND 1934-2015)

Blast Furnace, Rombas, Lorraine, France, 1984, 1989

signed *Bernd Becher Hilla Becher* (on the reverse)

gelatin silver print

60.6 x 50.3 cm.

23 7/8 x 19 13/16 in.

This work is number one from an edition of five

£6,000 - 8,000

US\$7,600 - 10,000

€6,800 - 9,000

Provenance

Sonnabend Gallery, New York

Acquired directly from the above by the present owner



59

60 * AR

BERND AND HILLA BECHER (1931-2007 AND 1934-2015)

Cooling Tower, Mons, Borinage, Belgium, 1967, 1989

signed, titled and numbered *Bernd Becher Hilla Becher COOLING TOWER, MONS, BORINAGE, BELGIUM, 1967 3* (on the reverse)

gelatin silver print

61.5 x 51.5 cm.

24 3/16 x 20 1/4 in.

This work is number three from an edition of five.

£8,000 - 12,000

US\$10,000 - 15,000

€9,000 - 14,000

Provenance

Sonnabend Gallery, New York

Acquired directly from the above by the present owner

Literature

Armin Zweite Ed., *Bernd & Hilla Becher: Typologies*, Cambridge 2004, p. 30, another example illustrated



61 * AR

BERND AND HILLA BECHER (1931-2007 AND 1934-2015)

Lime Kilns Ten Boer, Holland, 1968

signed, inscribed and dated *Bernd Becher Hilla Becher KALKÖFEN TEN BOER HOLLAND 1968* (on the reverse)

gelatin silver print

62 x 50.5 cm.

24 7/16 x 19 7/8 in.

This work is number two from an edition of five

£8,000 - 12,000

US\$10,000 - 15,000

€9,000 - 14,000

Provenance

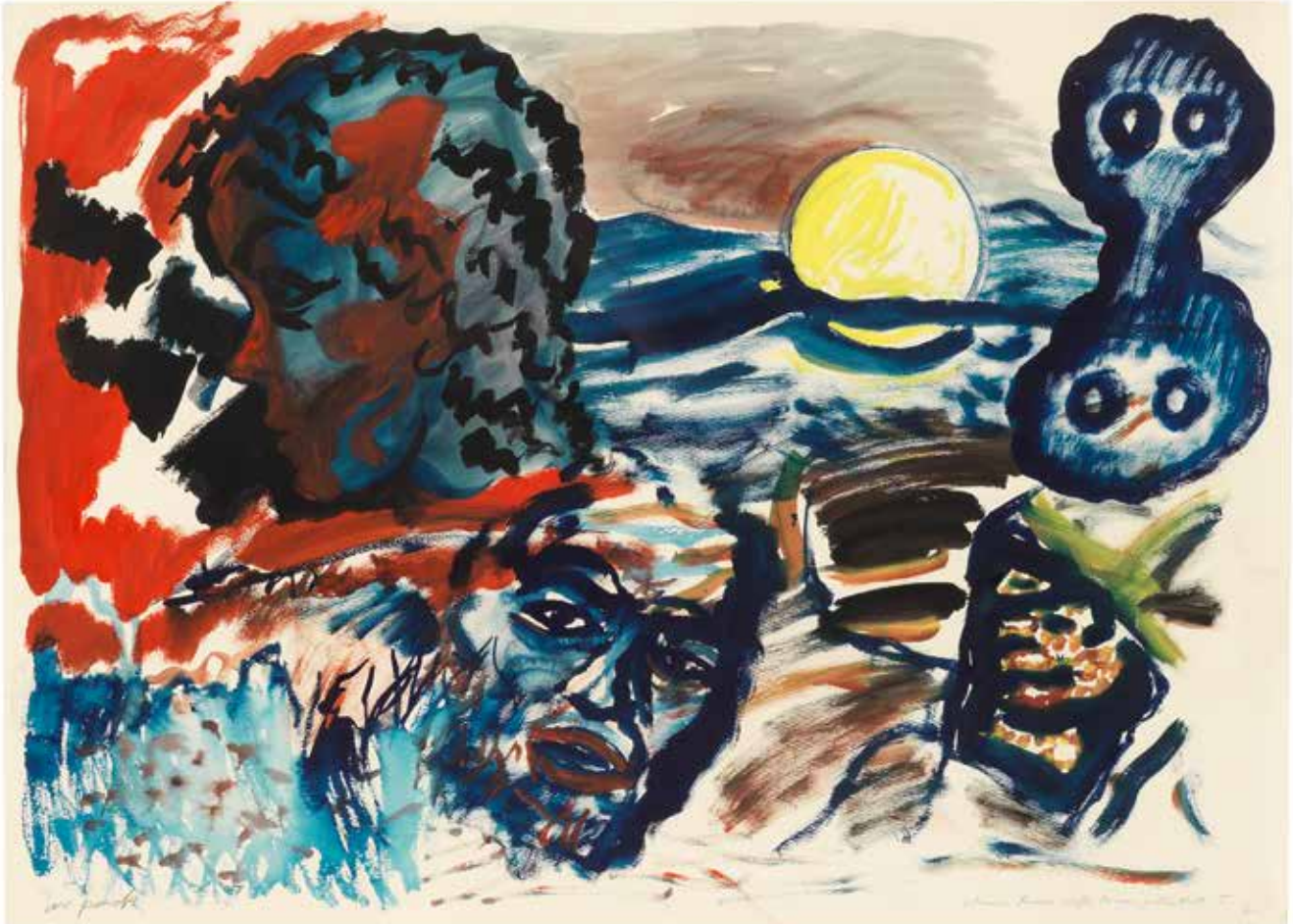
Sonnabend Gallery, New York

Acquired directly from the above by the present owner

Literature

Armin Zweite Ed., *Bernd & Hilla Becher: Typologies*, Cambridge 2004, p. 80, another example illustrated





62 AR

A. R. PENCK (1939- 2017)

Schwarzes Kreuz, weisses Kreuz, gelber Ball 5, 1975-1976
signed *ar penck* (lower left) and signed with the artist's initial and titled *r*
Schwarzes Kreuz, weisses Kreuz, gelber Ball 5 (lower right)
gouache on paper
72.7 x 102 cm.
28 5/8 x 40 3/16 in.

£2,000 - 3,000
US\$2,500 - 3,800
€2,300 - 3,400

Provenance

Galerie Michael Werner, Cologne
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



63 AR

GEORG BASELITZ (B. 1938)

Untitled (Blick aus dem Fenster), 1982

signed and dated *Baselitz 14. VI 82* (lower right)

ink on paper

60.5 x 43 cm.

23 13/16 x 16 15/16 in.

£12,000 - 18,000

US\$15,000 - 23,000

€14,000 - 20,000

This work is registered in the *Archiv Georg Baselitz*, Munich, under no. GBZ 1229.

Provenance

Galerie Neuendorf, Hamburg

Galerie Michael Werner, Cologne

Galerie Collection d'Art, Amsterdam

Private Collection, Europe

Sale: Christie's, Amsterdam, *Post-War & Contemporary Art*, 4 November 2015, lot 291

Acquired directly from the above by the present owner

Exhibited

Amsterdam, Galerie Collection d'Art, *Georg Baselitz, gouaches en tekeningen*, 1993



64 AR

MEL BOCHNER (B. 1940)

Blah, Blah, Blah, 2009

signed and dated *BOCHNER 2009* (upper centre)

monoprint, collage, engraving, embossing and oil on handmade and hand-dyed Twinrocker paper

30 x 22.9 cm.

11 13/16 x 9 in.

£3,000 - 5,000

US\$3,800 - 6,300

€3,400 - 5,600

Provenance

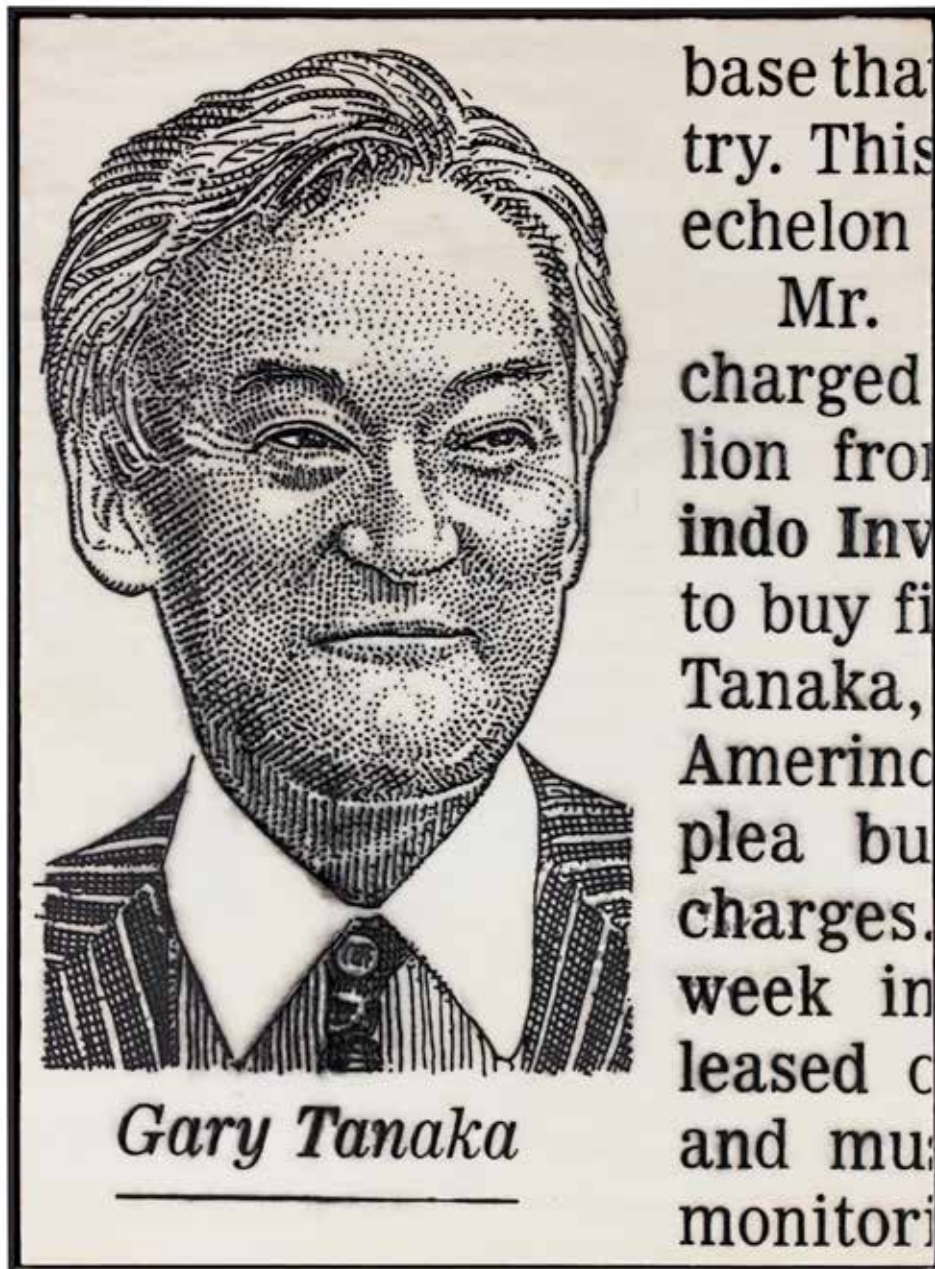
Two Palms, New York

Metroquadro, Turin

Acquired directly from the above by the present owner in 2013

Exhibited

Turin, Metroquadro, *Il dissidio sulla parola*, 2009, no. 2584



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Gary Tanaka

65 AR TP

JOSÉ-MARÍA CANO (B. 1959)

Gary Tanaka, 2006

indistinctly signed on the reverse
encaustic on canvas laid on board
210.3 x 150 cm.
82 13/16 x 59 1/16 in.

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

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

Provenance

ProjectB Gallery, Milan

Acquired directly from the above by the present owner in 2007



66 AR

LUCAS PRICE (B. 1975)

Deflation Painting #7, 2018

signed, dated and inscribed *Lucas Price 2018 BC* (on the reverse)

acrylic on canvas

160.3 x 120.2 cm.

63 1/8 x 47 5/16 in.

£2,000 - 3,000

US\$2,500 - 3,800

€2,300 - 3,400

Provenance

Private Collection, UK



67

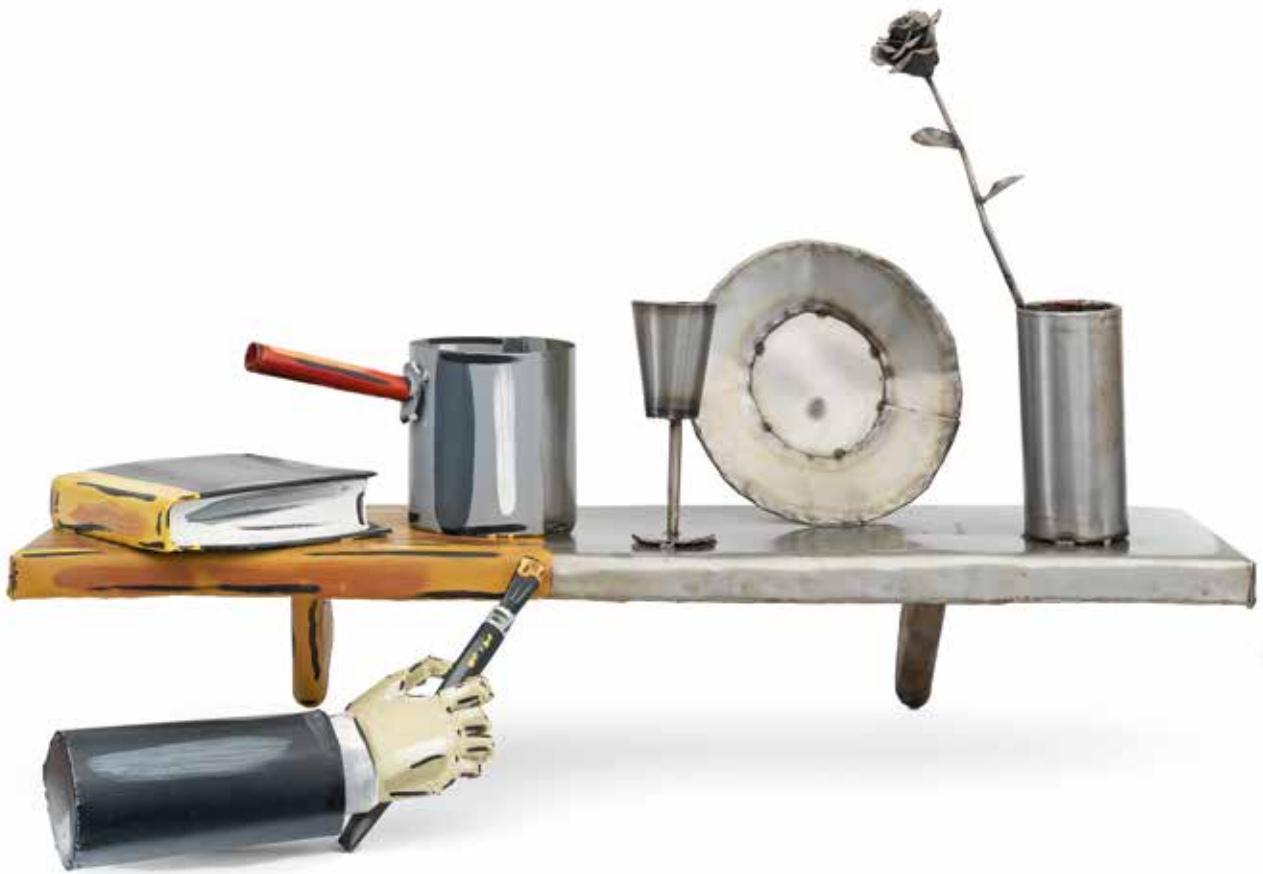
BEN VAUTIER (B. 1935)

Arrête de chercher du nouveau, 1996
signed and dated *Ben 96* (lower right); signed, dated and inscribed
*C'est Anne qui me dit tout cela et souvent je pense qu'elle a raison
mais j'arrive pas changer Ben 96* (on the reverse)
acrylic on canvas
130 x 162 cm.
51 3/16 x 63 3/4 in.

£7,000 - 10,000
US\$8,900 - 13,000
€7,900 - 11,000

Provenance

Galerie Jérôme de Noirmont, Paris
Acquired directly from the above by the present owner



68 AR TP

JULIAN OPIE (B. 1958)

Work in progress (II), 1985

oil on steel

74 x 122 x 64.5 cm.

29 1/8 x 48 1/16 x 25 3/8 in.

£4,000 - 6,000

US\$5,100 - 7,600

€4,500 - 6,800

Provenance

Lisson Gallery, London

Acquired directly from the above by the present owner in 1987



69* AR

DAN REES (B. 1982)

DR/P 2546/U Shaker Peg Painting, 2013

Each: signed and dated Dan Rees 2013 (on the reverse)
oil on linen and shaker peg rail

Each painting left to right:

179.7 x 129.3 cm.

70 3/4 x 50 7/8 in.

119.5 x 79.5 cm.

47 1/16 x 31 5/16 in.

149.6 x 99.6 cm.

58 7/8 x 39 3/16 in.

Overall: 179.7 x 565.8 cm.

70 3/4 x 222 3/4 in.

£20,000 - 30,000

US\$25,000 - 38,000

€23,000 - 34,000

Provenance

Sale: *Angel Art Charity Auction*, Los Angeles, 23 June 2016

Acquired directly from the above by the present owner



70 AR

MODEST CUIJART (1925-2007)

Untitled, 1958

mixed media and sand on canvas

96.5 x 129.7 cm.

38 x 51 1/16 in.

£2,500 - 3,500

US\$3,200 - 4,400

€2,800 - 3,900

Provenance

Galerie René Drouin, Paris

Acquired directly from the above by the previous owner

Thence by descent to the present owner

Exhibited

Norwich, Norwich Castle Museum, *Fine Paintings from East Anglia*,

1964, p. 9, no. 17

Literature

Helen F. Grant, *Studies in Modern Spanish Literature and Art*, London

1972, p. 119, no. 7, illustrated



71 AR

CHRISTO (B. 1935)

Wrapped Invoices from Johnson Printing Company, Minneapolis, Minnesota, 1979

signed and dated *Christo 1979* (on the reverse)

paper, polyethylene and twine

11 x 24.8 cm.

4 5/16 x 9 3/4 in.

£8,000 - 12,000

US\$10,000 - 15,000

€9,000 - 14,000

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

Provenance

Frank and Dorothy Shear Collection, St Paul

Sale: Skinner, Boston, *American & European Works of Art*, 21

September 2018, lot 384

Acquired directly from the above by the present owner



72 AR

MARIO CEROLI (B. 1938)

Cavallo in corsa, 1993

signed *Ceroli* (lower centre); signed and dedicated *Per Andrea Vignati con fraterna amicizia Mario* (on the reverse)

wood collage and crayon on cardboard

24.8 x 35 cm.

9 3/4 x 13 3/4 in.

£1,000 - 1,500

US\$1,300 - 1,900

€1,100 - 1,700

Provenance

Gift from the artist to the present owner

Exhibited

Rome, Galleria Ricerca D'arte, *Ceroli: Vedere... Vedere... Vedere...*, 2007-2008, p. 101, no. 67, illustrated in colour

This work will be sold with the exhibition catalogue.

73 AR

MARINO MARINI (1901-1980)

Piccolo cavallo

conceived in 1973 from an edition of ten in gold, this version was cast at a later date

polished metal

12 x 10.5 x 1.5 cm.

4 3/4 x 4 1/8 x 9/16 in.

£18,000 - 25,000

US\$23,000 - 32,000

€20,000 - 28,000

The authenticity of this work has kindly been confirmed by the *Fondazione Marino Marini*.

Provenance

Private Collection, Milan

Literature

Giovanni Carandente, *Marino Marini, catalogo ragionato della scultura*, Milan 1998, p. 335, no. 476a, another cast illustrated





74 AR

ALAIN JACQUET (1939-2008)

Florence, 1969

signed, dated and numbered *Alain Jacquet 1969 37/50* (on the reverse)

cellulose on canvas

155.4 x 102.3 cm.

61 3/16 x 40 1/4 in.

This work is number thirty-seven from an edition of fifty.

£3,000 - 5,000

US\$3,800 - 6,300

€3,400 - 5,600

Provenance

Private Collection, Florence

Thence by descent to the present owner



75 *

ARISTIDE MAILLOL (1861-1944)

Iva, circa 1930

stamped with the artist's monogram (lower centre)

sanguine on paper

45.7 x 24.5 cm.

18 x 9 5/8 in.

£1,000 - 1,500

US\$1,300 - 1,900

€1,100 - 1,700

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

Provenance

Galerie Tokoro, Tokyo

Private Collection, Tokyo

Acquired directly from the above by the present owner

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.



76 AR

MIRKO BASALDELLA (1910-1969)

Allegoria della settimana (bangle), 1948-1950

signed *Mirko* (on the outer edge)

gold and diamond

7.5 x 7 x 6 cm.

2 15/16 x 2 3/4 x 2 3/8 in.

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

£6,500 - 8,500

US\$8,200 - 11,000

€7,300 - 9,600

Provenance

Acquired directly from the artist by the previous owner

Gift from the above to the present owner

Left: Mirko Basaldella

Week days allegory, 1947

Private Collection, Rome

Courtesy Archivio Corrado Cagli





KARL SCHMIDT-ROTTLUFF

Karl Schmidt-Rottluff (1884 - 1976) was one of the four founders of the *Die Brücke* group established in Dresden in June 1905. This group developed a distinctive, modern style through a radically anti-traditional artistic vision and invited not only artists but also patrons to join their cause, serving as a bridge between art and society.

One of these supporters was Dr Rosa Schapire (1874-1954) a distinguished and prolific patron, collector and critic in early twentieth-century *German Expressionism*. Born into a wealthy Jewish family in Poland and having studied art history at Zurich and Heidelberg Universities, the emphasis in her collection was on the oeuvre of Karl Schmidt-Rottluff, who depicted her in several portraits, and in 1921 carried out an important decorative plan for her living room in Hamburg where the artist designed a wide range of lifestyle objects as furniture, carpets, tablecloths and cushions. Another patron and member of the *Die Brücke* group was Elsa Delbanco (1876 - 1972) who, along with her husband, became one of the earliest collectors of Schmidt-Rottluff's jewellery.

Promoting *German Expressionism*, considered by the Nazis to be 'degenerate art', was however to become a political struggle and in 1939 Rose Schapire fled Nazi Germany to the UK, saving part of her collection with the help of important art dealer and son of Elsa Delbanco, Gustav Delbanco (1903-1997), who had already relocated to England from Nazi Germany in the early 1930s. Rose Schapire was to become the ambassador of this early twentieth-century German art movement in the UK alongside Gustav Delbanco who would continue to introduce British audiences to this radical art movement.

Thanks to their efforts the first Karl Schmidt-Rottluff exhibition in the UK took place in the Leicester Museum and Art Gallery in 1953. After Schapire's death in 1954, Gustav Delbanco along with the celebrated art historian Nikolaus Pevsner (1902-1983) assumed responsibility and took care of the Schapire Estate distributing exceptional German Expressionist works among important European museums.

This extremely rare collection of jewellery by Karl Schmidt-Rottluff in the form of brooches and rings issues from the collections of Rose Schapire and Elsa Delbanco, and exemplifies the extent of the vision promoted by *Die Brücke* group, in which their ideals of primitivism and a return to nature are intertwined with daily life through the pervasiveness of their art and craft.

**THREE BROOCHES BY KARL SCHMIDT-ROTTLUFF
FROM THE COLLECTION OF ROSA SCHAPIRE AND ELSA DELBANCO**

77 AR

KARL SCHMIDT-ROTTLUFF (1884-1976)

a)

A round silver brooch with face-like decoration, 1910
circular cut out silver sheet with *repoussé*, embossed and beaded rim
Diameter: 6.2 cm.
2 7/16 in.

b)

A round brass brooch with two opposite letters K, circa 1910
circular cut out brass bronze sheet with *repoussé*, embossed and beaded rim
Diameter: 5.5 cm.
2 3/16 in.

c)

Oval silver brooch with rough crystal in host rock, 1911-1912
signed *S. Rottluff* (on the reverse)
vaulted walled silver sheet of irregular oval outline and rough crystal in host rock
5.6 x 7 x 2.7 cm.
2 3/16 x 2 3/4 x 1 1/16 in.

£5,000 - 7,000
US\$6,300 - 8,900
€5,600 - 7,900

a)

Provenance

Elsa Delbanco Collection, Hamburg and London
Gustav Delbanco, London, by descent from the above
Private Collection, UK, by descent from the above

Exhibited

London, Victoria and Albert Museum, Goldsmiths Hall, *International exhibition of modern jewelry/Worshipful Company of Goldsmiths*, 1961, no. 704 b

Literature

Gerhard Wietek, *Maler der Brücke. Farbige Kartengrüsse an Rosa Schapire von Erich Heckel, Ernst Ludwig Kirchner, Max Pechstein, Karl Schmidt-Rottluff*, Wiesbaden 1958, no. 6 (post card)
Gerhard Wietek, *Karl Schmidt-Rottluff in Hamburg und Schleswig-Holstein*, Neumünster 1984, p. 96
Anne Ward, *Der Ring im Wandel der Zeit*, Erlangen 1987, p. 158, illustrated
Gerd Presler, *"Brücke" an Dr. Rosa Schapire*, Mannheim 1990
Gerhard Wietek, *Schmidt-Rottluff, Oldenburger Jahre 1907-1912*, Oldenburg 1995, pp. 205, 437 and 592
Gerhard Wietek, *Karl Schmidt-Rottluff, Plastik und Kunsthandwerk Werkverzeichnis*, Munich 2001, p. 442, no. 356, illustrated

b)

Provenance

Rosa Schapire Collection, Hamburg and London
Gustav Delbanco, London
Private Collection, UK, by descent from the above

Exhibited

Hamburg, Museum für Kunst und Gewerbe, *Karl Schmidt-Rottluff*, 1925

Literature

Sauerlandt, *Karl Schmidt-Rottluff-Ausstellung im Museum für Kunst und Gewerbe*, Hamburger Fremdenblatt 1925, illustrated
Gerhard Wietek, *Karl Schmidt-Rottluff in Hamburg und Schleswig-Holstein*, Neumünster 1984, p. 104
Gerhard Wietek, *Schmidt-Rottluff, Oldenburger Jahre 1907-1912*, Oldenburg 1995, pp. 205 and 470
Gerhard Wietek, *Karl Schmidt-Rottluff, Plastik und Kunsthandwerk Werkverzeichnis*, Munich 2001, p. 442, no. 357, illustrated

c)

Provenance

Rosa Schapire Collection, Hamburg and London
Gustav Delbanco, London
Private Collection, UK, by descent from the above

Exhibited

Hamburg, Museum für Kunst und Gewerbe, *Karl Schmidt-Rottluff*, 1925

Literature

Sauerlandt, *Karl Schmidt-Rottluff-Ausstellung im Museum für Kunst und Gewerbe*, Hamburger Fremdenblatt 1925
Gerhard Wietek, *Karl Schmidt-Rottluff in Hamburg und Schleswig-Holstein*, Neumünster 1984, p. 104
Anne Ward, *Der Ring im Wandel der Zeit*, Erlangen 1987, p. 158, illustrated
Gerhard Wietek, *Schmidt-Rottluff, Oldenburger Jahre 1907-1912*, Oldenburg 1994, pp. 205 and 470
Gerhard Wietek, *Karl Schmidt-Rottluff, Plastik und Kunsthandwerk Werkverzeichnis*, Munich 2001, p. 449, no. 366, illustrated



a



b



c

**THREE RINGS BY KARL SCHMIDT-ROTTLUFF FROM THE
COLLECTION OF ROSA SCHAPIRE AND ELSA DELBANCO**

78 AR

KARL SCHMIDT-ROTTLUFF (1884-1976)

a)

*A shield-shaped hammered silver ring, 1910-1911
cut out of one piece of silver sheet with open hoop
3,6 x 2 x 2,3 cm.
1 7/16 x 13/16 x 7/8 in.
Ring size: O*

b)

*A silver ring with green hardstone, circa 1920
signed S. Rottluff (on the underside)
cabochon-cut green hardstone within a silver mount
3 x 2,2 x 3 cm.
1 3/16 x 7/8 1 3/16 in.
Ring size: Q*

c)

*An oval shield-shaped silver ring, circa 1920
signed S. Rottluff (on the reverse)
curved shield engraved with a triangular motif, the shank attached by
two slots on each side
5 x 2 x 2 cm.
1 15/16 x 13/16 x 13/16 in.
Ring size: O 1/2*

£7,000 - 9,000

US\$8,900 - 11,000

€7,900 - 10,000

a)

Provenance

Rosa Schapire Collection, Hamburg and London
Gustav Delbanco, London
Private Collection, UK, by descent from the above

Exhibited

Hamburg, Museum für Kunst und Gewerbe, *Karl Schmidt-Rottluff*,
1925

Literature

Sauerlandt, *Karl Schmidt-Rottluff-Ausstellung im Museum für Kunst
und Gewerbe*, Hamburger Fremdenblatt 1925, illustrated
Will Grohmann, *Karl Schmidt-Rottluff*, Stuttgart 1956, p. 60
Anne Ward, *Rings through the ages*, New York 1981, p. 139
Gerhard Wietek, *Karl Schmidt-Rottluff in Hamburg und Schleswig-
Holstein*, Neumünster 1984, p. 104
Gerhard Wietek, *Schmidt-Rottluff, Oldenburger Jahre 1907-1912*,
Oldenburg 1995, p. 205
Gerhard Wietek, *Karl Schmidt-Rottluff, Plastik und Kunsthandwerk
Werkverzeichnis*, Munich 2001, no. 462, p. 507, illustrated

b)

Provenance

Elsa Delbanco Collection or Rosa Schapire Collection, Hamburg and
London
Gustav Delbanco, London
Private Collection, UK, by descent from the above

Literature

Anne Ward, *Rings through the ages*, New York 1981, p. 139
Gerhard Wietek, *Karl Schmidt-Rottluff in Hamburg und Schleswig-
Holstein*, Neumünster 1984, p. 104
Anne Ward, *Der Ring im Wandel der Zeit*, Erlangen 1987, p. 158
Gerhard Wietek, *Schmidt-Rottluff, Oldenburger Jahre 1907-1912*,
Oldenburg 1995, p. 205
Gerhard Wietek, *Karl Schmidt-Rottluff, Plastik und Kunsthandwerk
Werkverzeichnis*, Munich 2001, p. 517, no. 481, illustrated

c)

Provenance

Elsa Delbanco Collection or Rosa Schapire Collection, Hamburg and
London
Gustav Delbanco, London
Private Collection, U.K, by descent from the above

Literature

Anne Ward, *Rings through the ages*, New York 1981, p. 139
Gerhard Wietek, *Karl Schmidt-Rottluff in Hamburg und Schleswig-
Holstein*, Neumünster 1984, pp. 96 and 104
Anne Ward, *Der Ring im Wandel der Zeit*, Erlangen 1987, p. 158,
Gerhard Wietek, *Schmidt-Rottluff, Oldenburger Jahre 1907-1912*,
Oldenburg 1995, p. 205
Gerhard Wietek, *Karl Schmidt-Rottluff, Plastik und Kunsthandwerk
Werkverzeichnis*, Munich 2001, p. 518, no. 482, illustrated



c



a



b



79*

PETER ROSTOVSKY (B. 1970)

Epiphany Model 3, 2001

signed and dated *Peter Rostovsky 2001* (on the reverse of the painting)

Painting: oil on canvas

Sculpture: oil, air-dry clay, plastic, aqua-resin and acrylic

Painting: 61.5 x 183 cm.

24 3/16 x 72 1/16 in.

Sculpture: 19.5 x 14.7 x 14.7 cm.

7 11/16 x 5 13/16 x 5 13/16 in.

£1,000 - 1,500

US\$1,300 - 1,900

€1,100 - 1,700

Provenance

James Harris Gallery, Seattle

Acquired directly from the above by the present owner

Exhibited

Tacoma, Tacoma Art Museum, *Lewis & Clark Territory: Contemporary Artists Revisit Place, Race, and Memory*, 2004, no. 75



80 AR

YVES KLEIN (1928-1962)

Table IKB

signed and numbered 01A118 R. Klein-Moquay (on a label affixed to the underside)

blue pigment in glass, Plexiglas and chrome metal-plated base

38 x 100 x 125 cm.

14 15/16 x 39 3/8 x 49 3/16 in.

This work is part of an edition started in 1963 under the supervision of Rotraut Klein-Moquay based on a model by Yves Klein.

£15,000 - 20,000

US\$19,000 - 25,000

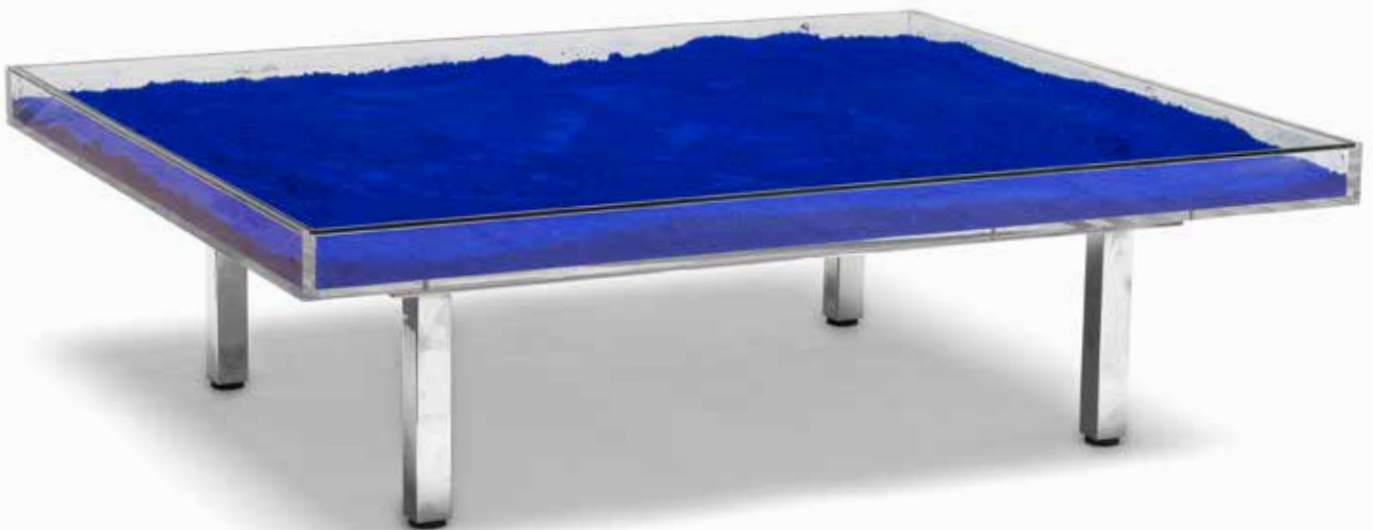
€17,000 - 23,000

Provenance

Serge Ziegler Galerie, Zurich

Acquired directly from the above by the present owner in 2001

Bonhams would like to thank *Archives Yves Klein* for their assistance in cataloguing this work.



Bonhams

AUCTIONEERS SINCE 1793



Sam Francis Prints: A Colour Sensation

Online Only | 19 - 27 June 2019

VIEWING

7 June, 9am - 5pm
8 June, 11am - 5pm
9 June, 11am - 5pm
10 June, 9am - 5pm
11 June, 9am - 5pm
12 June, 9am - 5pm
13 June, 9am - 12pm

ENQUIRIES

+44 (0) 20 7468 8262
luciatrosantafe@bonhams.com
bonhams.com/prints

SAM FRANCIS

Untitled

Offset lithograph in colours, 1982, on Arches wove paper, signed and inscribed 'AP 3/25' in pencil, one of 25 artist's proofs aside from the edition of 250

£2,500 - 3,500 *

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *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 you as 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*, and 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. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historic or cultural interest and 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. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* 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 *Bonhams* for a *Condition Report* on the *Lot's* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without 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. The *Condition Report* represents *Bonhams*' reasonable opinion as to the *Lot's* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* 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.

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 reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, 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 in which 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 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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.

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* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

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* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price*
25% of the *Hammer Price* above £2,500 and up to £300,000
20% of the *Hammer Price* above £300,000 and up to £3,000,000
13.9% of the *Hammer Price* above £3,000,000

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 issued in the name of the Buyer (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 issued in the name of the Buyer (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.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or be detrimental to *Bonhams'* reputation.

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

13. CITES REGULATIONS

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

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

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

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 of 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 of 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 'S5B' 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

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- 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.
- Φ 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 on Bonhams' website, 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 and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* 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* or on the *Bonhams* website, 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*.

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

	<p>not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i>. Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i>. If you do not pay in full any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.</p>	<p>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;</p> <p>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;</p>
<p>3.2 Except as provided in paragraph 2.1.5, the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been <i>Bonhams</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i>.</p>	<p>7 COLLECTION OF THE LOT</p> <p>7.1 Unless otherwise agreed in writing with you by <i>Bonhams</i>, the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i>.</p> <p>7.2 The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i>.</p>	<p>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;</p> <p>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;</p>
<p>4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY</p> <p>4.1 The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.</p> <p>4.2 The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.</p>	<p>7.3 You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers'</i> agreement set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.</p> <p>7.4 You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.</p> <p>7.5 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>8.1.9 to retain possession of, and on three months' 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</p> <p>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.</p>
<p>5 RISK, PROPERTY AND TITLE</p> <p>5.1 Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>, or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i>, with whom you have separate contract(s) as <i>Buyer</i>. You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.</p>	<p>7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i>. All such sums due to the <i>Seller</i> will be payable on demand.</p>	<p>8.2 You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses 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.</p>
<p>5.2 Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to, and received in cleared funds by, <i>Bonhams</i>.</p>	<p>8 FAILURE TO PAY FOR THE LOT</p> <p>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):</p>	<p>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.</p>
<p>6 PAYMENT</p> <p>6.1 Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>.</p> <p>6.2 Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i>. Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by</p>	<p>8.1.1 to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;</p> <p>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;</p> <p>8.1.3 to retain possession of the <i>Lot</i>;</p> <p>8.1.4 to remove and store the <i>Lot</i> at your expense;</p>	<p>9 THE SELLER'S LIABILITY</p> <p>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>.</p> <p>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</p>

that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.

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

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the Contract for Sale.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.
- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial

cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

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	or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.	paragraph 4.2. These storage fees form part of our <i>Expenses</i> .
	You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .	3.10	4.5
	3	PAYMENT AND BUYER WARRANTIES	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	3.10.1	4.6
3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;	you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .
3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and	3.10.2	4.7
3.1.3	if the <i>Lot</i> is marked [AR], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with <i>VAT</i> on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i> .	3.10.3	4.8
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	3.10.4	5
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.	3.10.5	STORING THE LOT
3.4	Unless otherwise stated in this agreement all sums payable to us will be subject to <i>VAT</i> at the appropriate rate and <i>VAT</i> will be payable by you on all such sums.	3.11	We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> , 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 <i>Sale</i>) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and <i>VAT</i> and any interest earned and/or incurred until payment to the <i>Seller</i> .	4	RESPONSIBILITY FOR THE LOT
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.	4.1	6.1
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i> .	4.2	6.2
3.8	You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:	4.3	7
3.8.1	the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or	4.4	7.1
3.8.2	located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the " <i>Storage Contract</i> ") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus <i>VAT</i> per <i>Lot</i> per day) will be payable from the expiry of the period referred to in	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):
3.9	You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion		

7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;				
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;				
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	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 <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.2	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:
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.1	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 <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to

confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

"**Bidder**" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

19th Century Paintings

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New York
Madalina Lazen
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20th Century British Art

London
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20th Century Fine Art

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