# Bonhams









# Modern & Contemporary Art

New Bond Street, London I Tuesday 17 December 2019 at 4pm

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101 New Bond Street, London Friday 13 December 9am - 5pm Saturday 14 December 12pm - 5pm Sunday 15 December 11am - 5pm Monday 16 December 9am - 5pm Tuesday 17 December 9am - 1pm

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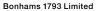
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Collections are by appointment only & a booking email or phone call are required in advance to ensure lots are ready at time of collection, photographic id will be required at time of collection & if a third party is collecting written authorisation from the successful buyer is required in advance. Photographic id of the third party will be requested at the time of collection.

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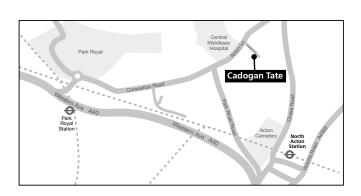
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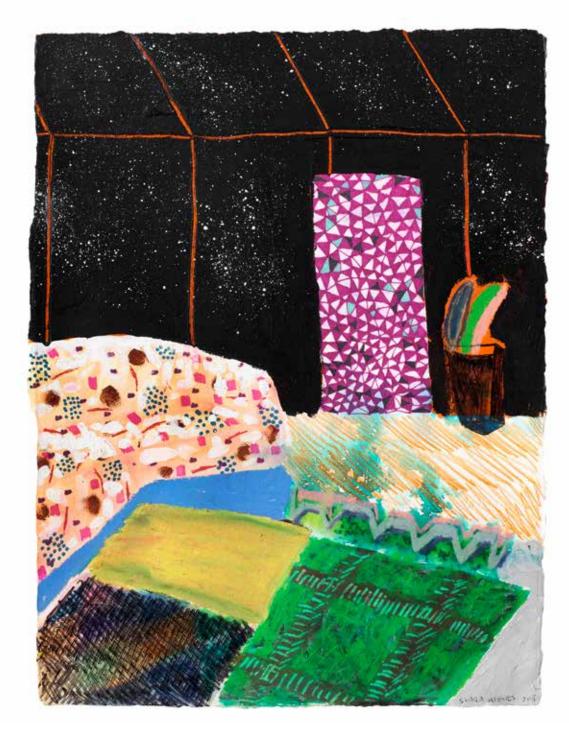
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## SHARA HUGHES (B. 1981)

Night Room, 2008

signed and dated SHARA HUGHES 2008 (lower right); signed, titled and dated SHARA HUGHES 2008 "Night Room" (on the reverse) acrylic, oilstick, ink and mixed media on paper 38 x 29 cm.

14 15/16 x 11 7/16 in.

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,400

#### **Provenance**

Museum 52, London Galleria Metroquadro, Turin Acquired directly from the above by the present owner in 2009

Turin, Galleria Metroquadro, Shara Hughes: I knocked. Then without waiting to be asked I went in, 2009, n.p., illustrated in colour, p. 38, illustrated



# SHARA HUGHES (B. 1981)

Yellow Walls, 2008

signed and dated SHARA HUGHES 08 (lower right); signed, titled and dated SHARA HUGHES 2008 "Yellow Walls" (on the reverse) acrylic, oilstick, watercolour, graphite and mixed media on paper 28.6 x 38.3 cm.

11 1/4 x 15 1/16 in.

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,400

#### **Provenance**

Museum 52, London Galleria Metroquadro, Turin Acquired directly from the above by the present owner in 2009

Turin, Galleria Metroquadro, Shara Hughes: I knocked. Then without waiting to be asked I went in, 2009, n.p., illustrated in colour, p. 38, illustrated



#### PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

3 TP

#### SUSAN HARTNETT (B. 1940)

Last Leaves Keene & Dutch Neck, 1998 pastel on painted paper 155.5 x 190.1 cm. 61 1/4 x 74 13/16 in.

£1,500 - 2,000 €1,800 - 2,300 US\$1,900 - 2,600

#### **Provenance**

Danese, New York Acquired directly from the above by the present owner in 2001



4 AR TP

#### JOSÉ MARÍA SICILIA (B. 1954)

Soller, 2002 signed with the artist's initials, titled and dated JMS 02 Soller (on the reverse) oil and encaustic on panel 182 x 154 cm. 71 5/8 x 60 5/8 in.

£1,800 - 2,500 €2,100 - 2,900 US\$2,300 - 3,200

#### **Provenance**

Galeria Mário Sequeira, Braga Galeria Xavier Fiol, Palma de Mallorca Mario Golinelli Collection, Bologna Sale: Phillips de Pury & Company, London, The Marino Golinelli Collection, 13 October 2007, lot 62 Private Collection, Europe Sale: Artcurial, Paris, Art Contemporain, 31 May 2010, lot 85 Acquired directly from the above by the previous owner Thence by descent to the present owner



5 AR **LIONEL ESTÈVE (B. 1967)** Untitled, 2014

acrylic on glass, in artist's frame 155.7 x 125.4 cm. 61 5/16 x 49 3/8 in.

£2,500 - 3,500 €2,900 - 4,100 US\$3,200 - 4,500 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 2015

#### Exhibited

Athens, Bernier/Eliades, Lionel Estève: Some Waves, 2014



## **BERNARD FRIZE (B. 1949)**

Canon, 1998 signed, titled and dated 1998 B Frize "CANON" (on the overlap) acrylic and resin on canvas 100.5 x 80.9 cm. 39 9/16 x 31 7/8 in.

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 15,000

#### **Provenance**

Private Collection, France Thence by descent to the present owner

### CALLUM INNES (B. 1962)

Exposed Painting Ivory Black Yellow Oxide, 2000 signed CALLUM INNES (on the stretcher) oil on linen 174.5 x 170 cm. 68 11/16 x 66 15/16 in.

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000

#### Provenance

Kerlin Gallery, Dublin Acquired directly from the above by the present owner circa 2007





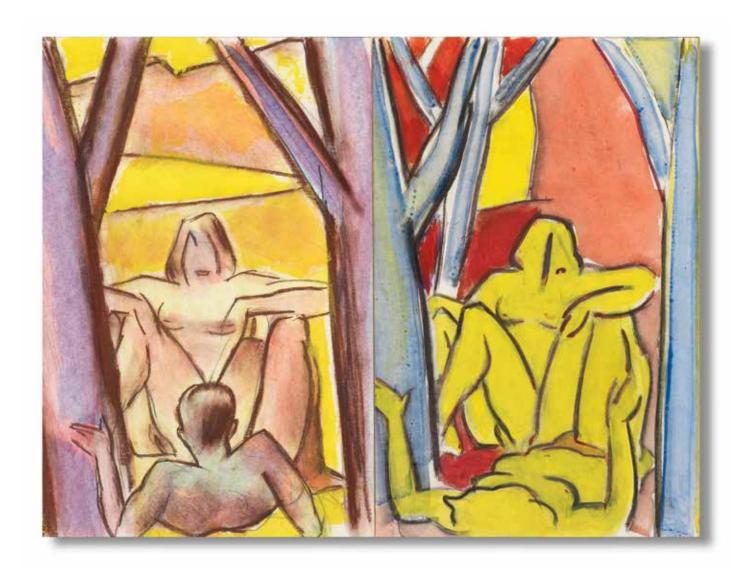
#### **ALEX KATZ (B. 1927)**

Dining Room, circa 1953 signed Alex Katz (lower right) watercolour and pencil on paper 29.4 x 40.8 cm. 11 9/16 x 16 1/16 in.

£6,000 - 8,000 €7,000 - 9,300 US\$7,700 - 10,000

#### **Provenance**

Private Collection Sale: Sotheby's Arcade, New York, Modern and Contemporary Paintings, Drawings and Sculpture, 21 February 1990, lot 251 Private Collection, USA Hirschl & Adler, New York Acquired directly from the above by the present owner



9 \* AR

#### ALLEN JONES (B. 1937)

The Margin, 1986

gouache, watercolour, crayon and pencil on foam board, in two parts

Overall: 31.2 x 40.5 cm.

12 5/16 x 15 15/16 in.

£5,000 - 7,000 €5,800 - 8,200 US\$6,400 - 9,000

#### Provenance

Waddington Galleries, London James Corcoran Gallery, Santa Monica Acquired directly from the above by the present owner in 1987



#### PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

10 AR

#### **MICHAEL CRAIG-MARTIN (B. 1941)**

Coat, 1983

signed and dated Michael Craig Martin '83 (lower right) hand applied black crepe tape on clear acetate Sheet: 59.8 x 42.1 cm.

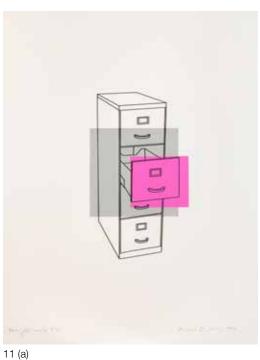
23 9/16 x 16 9/16 in.

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

#### **Provenance**

Alan Cristea Gallery, London Acquired directly from the above by the present owner in 2011

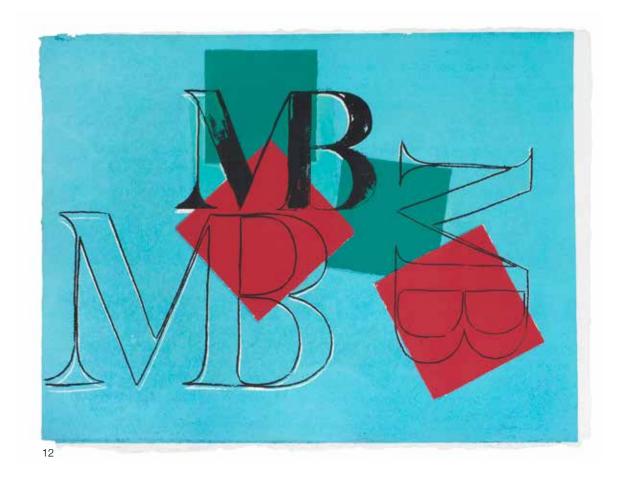
London, Alan Cristea Gallery, Michael Craig-Martin: Drawings 1967-2002, 2011, no. 27





11 (b)

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.



#### PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

11 AR

#### **MICHAEL CRAIG-MARTIN (B. 1941)**

Study for single file, 1982

signed and dated Michael Craig Martin 1982 (lower right) and titled Study for single file (lower left)

hand applied black crepe tape on clear acetate laid over collaged card on paper

Sheet: 58.8 x 45.5 cm.

23 1/8 x 17 15/16 in.

Study for painting (armchair, chair, table), 1985 signed and dated Michael Craig Martin 1985 (lower right) hand applied black, red and white crepe tape on clear acetate laid over collaged card on paper

Sheet: 38.7 x 40.4 cm. 15 1/4 x 15 7/8 in.

£5,000 - 7,000 €5,800 - 8,200 US\$6,400 - 9,000

#### **Provenance**

Alan Cristea Gallery, London Acquired directly from the above by the present owner in 2011

#### **Exhibited**

London, Alan Cristea Gallery, Michael Craig-Martin: Drawings 1967-2002, 2011, no. 28 and 29 (respectively)

#### **ANDY WARHOL (1928-1987)**

The Museum of Broadcasting, 1986 stamped by the Estate of Andy Warhol and The Andy Warhol Foundation for the Visual Arts, Inc., numbered 98.042 and inscribed VF (on the reverse)

silkscreen ink and coloured paper collage on paper 61 x 80 cm.

24 x 31 1/2 in.

£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 23,000

This work is registered in The Andy Warhol Foundation for the Visual Arts, Inc., New York, under no. 98.042.

#### **Provenance**

The Andy Warhol Foundation for the Visual Arts, New York Sale: Christie's, New York, Andy Warhol @ Christie's: Sex, Drugs, and Rock&Roll, 20 - 29 October 2015, lot 106 Acquired directly from the above by the present owner



#### 13 **CLEVE GRAY (1918-2004)**

Roman Walls #115, 1980 signed and dated Gray.. '80 (lower right); signed, titled and dated Gray..'80 Roman Walls #115 (on the reverse) acrylic and marble dust on paper laid on canvas 152.2 x 102 cm. 59 15/16 x 40 3/16 in.

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,400

#### **Provenance**

Private Collection, Italy Thence by descent to the present owner



## THEODOROS STAMOS (1922-1997)

Infinity Field, Jerusalem Series, 1984 signed, titled and dated "INFINITY FIELD, JERUSALEM SERIES" 1984 STAMOS (on the overlap) acrylic on canvas 168 x 137.2 cm. 66 1/8 x 54 in.

£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 23,000

#### **Provenance**

Dorsky Gallery, New York Private Collection Sale: Sotheby's, New York, Contemporary Art Part II, 12 September 2007, lot 342 Acquired directly from the above by the present owner

#### **ANTONIO SAURA (1930-1998)**

Crucifixion, 1959 signed and dated SAURA 59 (lower centre) ink on paper collage laid on paper 69.7 x 49.9 cm. 27 7/16 x 19 5/8 in.

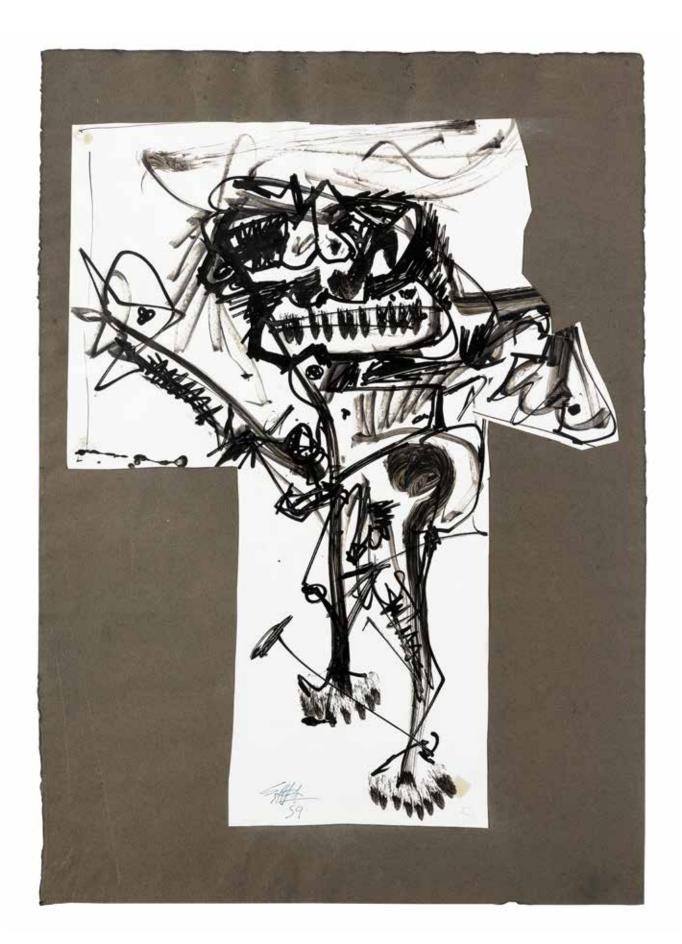
£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 15,000

This work is registered in the Archives Antonio Saura Foundation, Geneva.

This work will be included in the forthcoming Catalogue Raisonné de l'oeuvre peint currently being prepared and under the reference CRUP@1959. CERT.347.

#### **Provenance**

Galleria Odyssia, New York Sale: Fernando Durán, Madrid, Arte, 27 and 28 December 2017, lot 64B Private Collection, Spain Acquired directly from the above by the present owner



#### PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

16 <sup>AR</sup>

#### **JEAN DUBUFFET (1901-1985)**

Deux Bédouins, 1948 signed and dated J. Dubuffet 48 (lower right) gouache on paper laid on panel 38.4 x 50.5 cm. 15 1/8 x 19 7/8 in.

£30,000 - 50,000 €35,000 - 58,000 US\$39,000 - 64,000

#### Provenance

Arthur Tooth and Sons Ltd., London (no. 4893D) Private Collection, London Waddington Galleries, London Acquired directly from the above by the present owner in 1996

Max Loreau, Catalogue des travaux de Jean Dubuffet, Fascicule IV: Roses d'Allah, Clowns du Désert, Paris 1967, p. 85, no. 139, illustrated





#### PROPERTY OF A DISTINGUISHED BRITISH COLLECTOR

17 AR

#### **ÓSCAR DOMÍNGUEZ (1906-1957)**

La Fumeuse, 1937 signed and dated *O.DOMINGUEZ 37* (lower right) pencil on paper 32.6 x 25 cm. 12 13/16 x 9 13/16 in.

£1,500 - 2,000 €1,800 - 2,300 US\$1,900 - 2,600

The authenticity of this work has kindly been confirmed by Isidro Hernández Gutiérrez.

#### **Provenance**

Private Collection

Sale: Sotheby's, London, Impressionist and Modern Drawings and

Watercolours, 30 June 1976, lot 145

Private Collection

Sale: Sotheby's, London, Important Impressionist and Modern

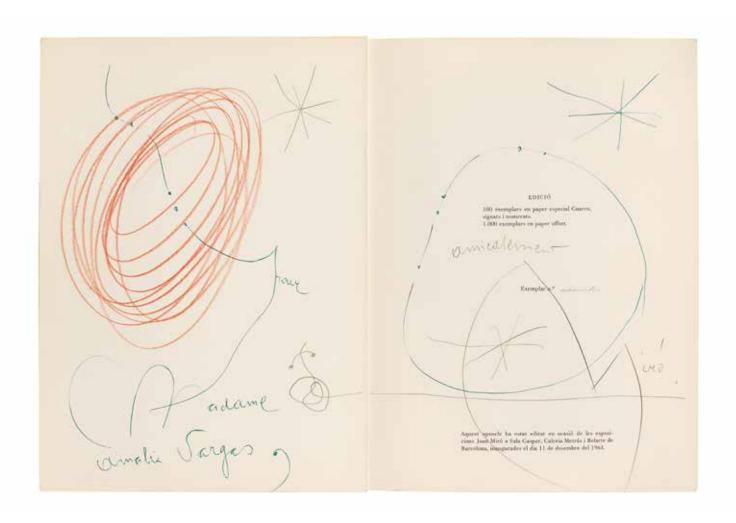
Drawings and Watercolours, 29 June 1977, lot 363

Private Collection

Anon. sale: Roseberys, London, 7 December 2010, lot 528 Acquired directly from the above by the present owner

Please note this drawing is related to the painting of the same title, also executed in 1937.

The reverse of the paper has a separate drawing by Marcel Jean (1900 – 1993) executed in 1937 and titled *Fille courant après un Papillon*.



#### **JOAN MIRÓ (1893-1983)**

Sans titre, 1964

signed Miró. (lower right), dedicated pour Madame Amalia Vargas, (lower left) and inscribed amicalement nomination (centre right) coloured wax crayon, ballpoint pen and pencil on wove paper (on folded double page from Joan Miró, Obra inèdita recent. Barcelona: Sala Gaspar, Galeria Metrás i Belarte, December 1964) 30.3 x 44 cm.

11 15/16 x 17 5/16 in.

£5,000 - 7,000 €5,800 - 8,200 US\$6,400 - 9,000

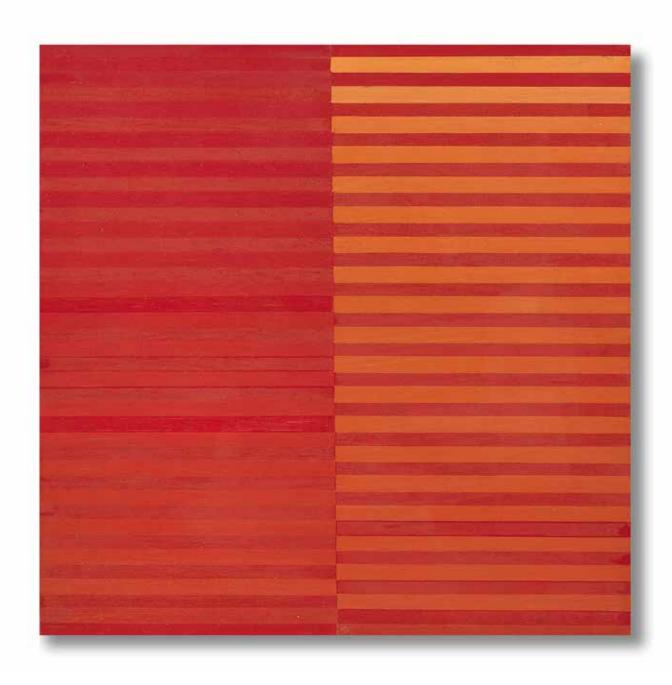
#### **Provenance**

Private Collection

Sale: Balclis, Barcelona, Pintura y Escultura, 17 December 2014, lot 1486

Acquired directly from the above by the present owner

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



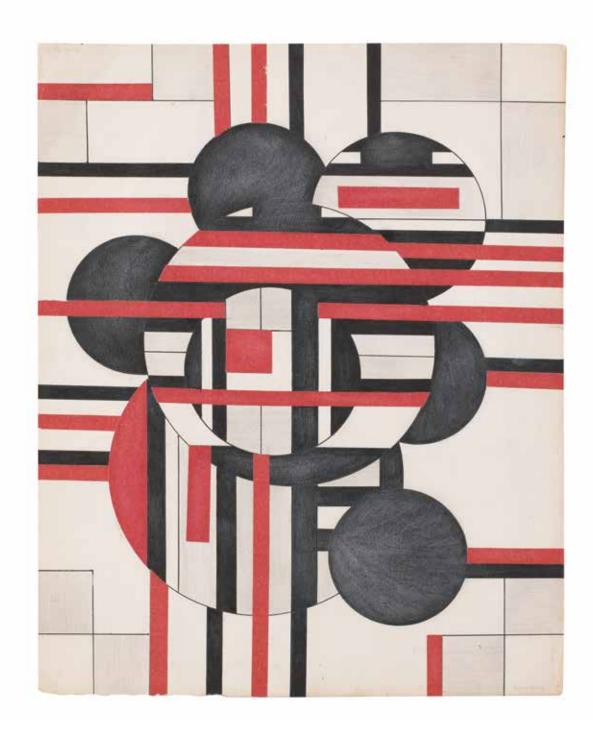
#### **DADAMAINO (1930-2004)**

Ricerca del Colore Arancio su Rosso, circa 1966 - 1968 signed and inscribed ARANCIO SU ROSSO DADAMAINO (on the reverse) tempera and pencil on card laid on masonite 20 x 20 cm. 7 7/8 x 7 7/8 in.

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900 This work is registered in the Archivio Dadamaino, Milan, under no. 238/11, and is accompanied by a photo-certificate of authenticity.

### Provenance

Tornabuoni, Florence Studio Cadrama, Lodi Acquired directly from the above by the present owner



## SANDÚ DARIÉ (1908-1991)

Untitled (Columna Espacial), circa 1950 - 1960 signed four times DARIE (twice upper left and twice lower right); signed DARIE (on the reverse) collage, ink and pencil on card 34.6 x 27.4 cm. 13 5/8 x 10 13/16 in.

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

Private Collection, Miami Acquired directly from the above by the present owner

#### **ARNALDO POMODORO (B. 1926)**

Studio per 6 tavole, bozzetto per Tavola quarta, 1974 incised with the artist's signature and numbered A. Pomodoro, 3/12 steel and silver plated brass 24.7 x 17.4 cm. 9 3/4 x 6 7/8 in.

This work is number three from an edition of twelve.

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

This work is registererd in the Studio Arnaldo Pomodoro, Milan, under no. M/74/9d.

#### Provenance

Private Collection, Venezuela Acquired directly from the above by the present owner

Galerie Fred Lanzenberg, Brussels, Arnaldo Pomodoro. Sculptures, 1974-1975, another example exhibited Biblioteca di via Senato, Sala Serpotta, Milan, Arnaldo Pomodoro. Le opere e i libri, 2001, another example exhibited





#### **ENZO CUCCHI (B. 1949)**

Untitled, 1989

signed and dated 1989 Enzo Cucchi (on the reverse) pencil on paper and mirror collage on board, in artist's metal frame Diameter: 46 cm.

18 1/8 in.

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,400

#### **Provenance**

Galeria Joan Prats, Barcelona Acquired directly from the above by the present owner

#### Exhibited

Barcelona, Galeria Joan Prats, Enzo Cucchi Dibuixos, 1989-1990, p. 21, illustrated



#### PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

23 AR

#### **MIMMO PALADINO (B. 1948)**

Untitled, 1997

signed and dated M Paladino 1997 (on the reverse) pencil, pigment, mixed media and glass collage on board in artist's copper frame

Overall: 41.1 x 31.1 x 6.1 cm. 16 3/16 x 12 1/4 x 2 3/8 in.

£6,000 - 8,000 €7,000 - 9,300 US\$7,700 - 10,000

#### Provenance

Waddington Galleries, London Acquired directly from the above by the present owner in 2000

London, Waddington Galleries, Mimmo Paladino: New Work, 1997, n.p., no. 40, illustrated in colour

#### **ENRICO BAJ (1924-2003)**

Very important lady, 1975 signed baj (lower centre) acrylic, fabric, wood and mixed media on panel 66 x 54 cm. 26 x 21 1/4 in.

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

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

#### **Provenance**

Private Collection, Italy
Sale: Frearte, Milan, *Arte Moderna e Contemporanea - Dipinti, Disegni, Sculture*, 18 November 1993, lot 81
Private Collection, Italy
Studio Cadrama, Lodi
Acquired directly from the above by the present owner

#### Literature

Enrico Crispolti, Catalogo generale delle opere di Enrico Baj dal 1972 al 1996, Milan 1997, p. 211, no. 1859, illustrated



# KAREL APPEL (1921-2006)

Woman with dog, 1983 signed appel (lower left) oil on canvas 193.2 x 167.7 cm. 76 1/16 x 66 in.

£28,000 - 35,000 €33,000 - 41,000 US\$36,000 - 45,000

# Provenance

Guy Pieters Gallery, Knokke-Heist Private Collection, Europe Sale: Sotheby's, Amsterdam, Modern & Contemporary Art including Belgian Art, 1 December 2004, lot 116 Private Collection, Belgium Acquired directly from the above by the present owner in 2007

Knokke-Heist, Guy Pieters Gallery, Karel Appel, 1988, n.p., no. 5, illustrated in colour



26 \* AR

# **JEAN DUFY (1888-1964)**

L'Institut et la Passerelle des Arts, 1929 signed and dated Jean Dufy 29 (lower right); signed Jean Dufy and inscribed twice L'Institut et le Pont des Arts (on the stretcher) oil on canvas 54 x 73 cm. 21 1/4 x 28 3/4 in.

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.

£25,000 - 35,000 €29,000 - 41,000 US\$32,000 - 45,000

# **Provenance**

David B. Findlay Galleries, New York Evelyn D. Bates Thence by descent Sale: Doyle, New York, Impressionist & Modern Art, 6 November 2019, lot 1037 Acquired directly from the above by the present owner





# Carlos Nadal

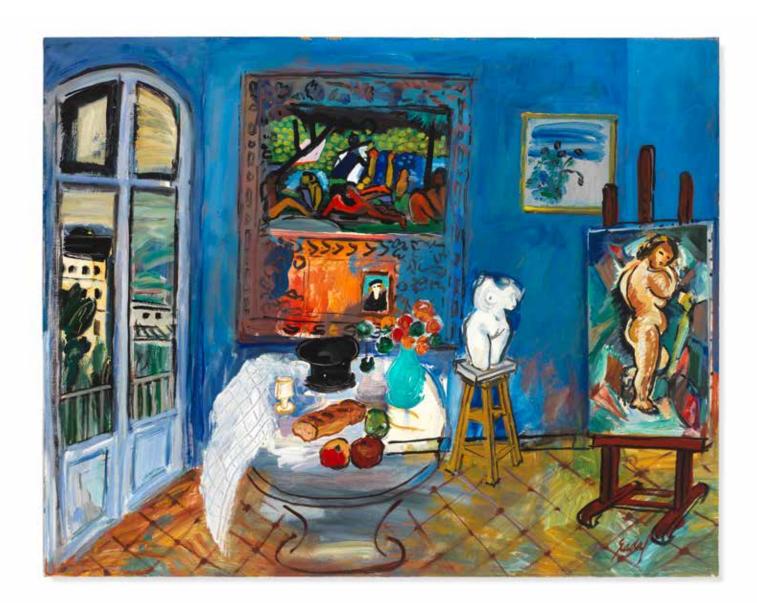
Carlos Nadal was a celebrated Spanish painter who lived in Paris during the first years of his life. These early years were instrumental to Nadal's development as an artist. His father had a commercial design studio and was acquainted with established artists from Montparnasse such as Maurice Utrillo, Raoul Dufy and Henri Matisse, exposing the young Nadal particularly to the Fauvist techniques from the two latter artists, which would influence his own practice.

In 1921, when Nadal was five years old, the Nadal family moved to Barcelona and it is here that he developed his practice during his adolescence. From the age of 16 Nadal joined the Catalan artistic circle *Cercles Artistis de Sant Lluc*, which predominantly acted as a forum for artistic debate and provided exhibition opportunities for young emerging artists. It was a time where Nadal experimented with various new concepts and forms that were developing in Spain, but which ended abruptly during the outbreak of Spanish Civil War in 1936.

This tumultuous period significantly changed the artistic community in Barcelona. Artists were living in exile and were scattered around the country. With the *Cercles Artistis de Sant Lluc* closing its doors in 1937, there was no place for artists to debate and exchange new ideas and Nadal returned to a realistic traditional style that was favoured by the academy. In 1946, he was granted a scholarship in Paris, a welcoming change for the artist who had seen his homeland being divided during the Civil War.

Post-World War II, the French capital was coming back to life and artists and intellectuals started to gather again in the cafés in Montparnasse, debating new concepts and philosophies. Nadal reassessed the formal values of painting and its' expressive potential and applied these new techniques to traditional modern subjects such as still lifes, landscapes or interiors. He continued to paint in this lively and colourful style until his death in 1998. The present works are lyrical compositions from his late oeuvre. Composición and Le salon de Babette are sprawling examples of Nadal's ability to transform a traditional interior scene into a cacophony of exuberant and bright hues, executed in bold brush strokes.

It was in Paris where Nadal met his wife Flore. Together they moved to Brussels in 1948 where they were surrounded by other artists; their neighbours were the Magritte's who also introduced them to the artist Paul Delvaux and summers were spent mainly in France, where Nadal became friends with Pablo Picasso and reconnected with Matisse. During this time Nadal's career flourished and he was the recipient of several acclaimed prices and important commissions, and his dealer Louis Manteau promoted his work throughout the Benelux region. Nadal is embedded within the canon of Twentieth Century art and his work has been included in various international exhibitions such as his retrospective at the Harrogate International Festival in 1984.



# **CARLOS NADAL (1917-1998)**

signed cNadal (lower right); titled, dated and stamped with artist's atelier stamp COMPOSICION 1983 (on the reverse) oil on canvas 81 x 100 cm. 31 7/8 x 39 3/8 in.

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000

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

#### **Provenance**

Sale: Sotheby's, London, Impressionist & Modern Art Day Sale, 22 June 2004, lot 316 Acquired directly from the above by the present owner



# **CARLOS NADAL (1917-1998)**

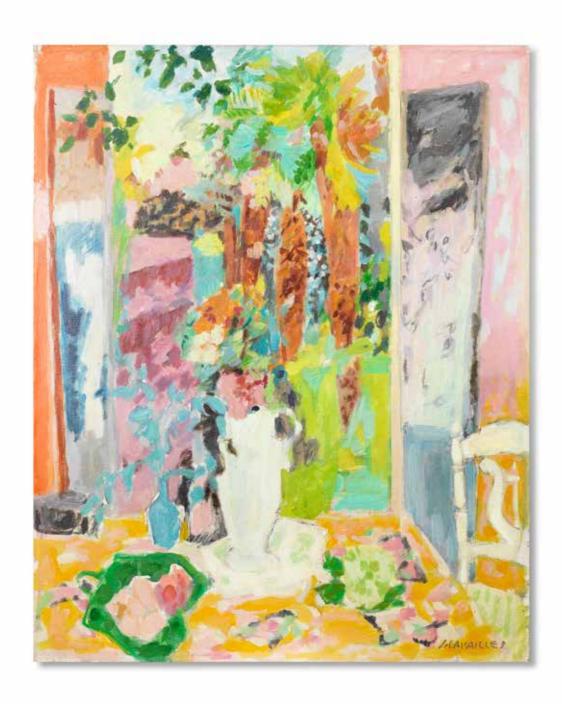
Le salon de Babette, 1978 signed cNadal (lower right); signed, titled, dated and stamped with artist's atelier stamp cNadal 78 Le salon de BaBette (on the reverse) oil on paper laid on canvas 49.8 x 61 cm. 19 5/8 x 24 in.

£15,000 - 20,000 €18,000 - 23,000 US\$19,000 - 26,000

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

# **Provenance**

Sale: Sotheby's, London, Impressionist & Modern Art Day Sale, 22 June 2004, lot 314 Acquired directly from the above by the present owner



# **JEAN JULES LOUIS CAVAILLÈS (1901-1977)**

Les jardins de Cannes, 1946 signed J.CAVAILLES (lower right); signed and inscribed J.CAVAILLES "LES JARDINS.CANNES" (on the reverse) oil and crayon on canvas 81 x 65.8 cm. 31 7/8 x 25 7/8 in.

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

This work is recorded in the archives of the Jules Cavaillès Research Center under the registration number W-16-003.

Galerie des Granges, Geneva, no. 1347 Sale: Christie's, South Kensington, Interiors, 17 August 2016, lot 398 Acquired directly from the above by the present owner



30 AR LE PHO (1907-2001)

Enfants aux coquelicots signed in Chinese and further signed Lepho (lower right) oil on canvas 46 x 38 cm. 18 1/8 x 14 15/16 in.

£15,000 - 20,000 €18,000 - 23,000 US\$19,000 - 26,000 The authenticity of this work has kindly been confirmed by The Findlay Institute. This work will be included in the forthcoming Le Pho catalogue raisonné currently being prepared.

#### **Provenance**

Sale: Aguttes, Paris, Tableaux Russes, Orientalistes, Impressionnistes, Modernes et Contemporains, 26 June 2006, lot 151 Acquired directly from the above by the present owner



31 AR

# LÉONARD TSUGUHARU FOUJITA (1886-1968)

signed in Japanese and further signed Foujita (lower right) pen and ink on Japon nacré paper 51.1 x 36.7 cm. 20 1/8 x 14 7/16 in.

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 15,000

The authenticity of this work has kindly been confirmed by Madame Sylvie Buisson.

# Provenance

The Estate of Tatsuo Kameda, Toronto, (acquired circa 1970) Anon. sale: Waddington's, Toronto, 6 December 2018, lot 899 Acquired directly from the above by the present owner



# LÉONARD TSUGUHARU FOUJITA (1886-1968)

signed in Japanese and further signed Foujita (lower centre) pen and ink on Japon nacré paper 50.2 x 36.6 cm. 19 3/4 x 14 7/16 in.

£6,000 - 8,000 €7,000 - 9,300 US\$7,700 - 10,000

The authenticity of this work has kindly been confirmed by Madame Sylvie Buisson.

# Provenance

The Estate of Tatsuo Kameda, Toronto, (acquired circa 1970) Anon. sale: Waddington's, Toronto, 6 December 2018, lot 899 Acquired directly from the above by the present owner



# PROPERTY FROM THE COLLECTION OF JOHN J. STUDZINSKI CBE

33 AR

## YANG JIECHANG (B. 1956)

100 Layers of Ink, 1990 signed indistinctly in Pinyin (lower left) ink on xuan paper and gauze on board 176 x 95 cm. 69 5/16 x 37 3/8 in.

£10,000 - 15,000 €12,000 - 18,000 US\$13,000 - 19,000

#### Provenance

Galerie Jeanne Bucher, Paris, no. 9035 Private Collection, Hong Kong Acquired directly from the above by the present owner in 2014



34 AR TP

# **MARCELLO LO GIUDICE (B. 1957)**

Red/Rosso, 2011 signed, titled and dated Red/Rosso Lo Giudice 2011 (on the reverse) oil and pigment on canvas 150 x 150 cm. 59 x 59 in.

£18,000 - 22,000 €21,000 - 26,000 US\$23,000 - 28,000

#### Provenance

Opera Gallery, Monaco Acquired directly from the above by the previous owner Thence by descent to the present owner

# D\*Face motorcycles

Personally customised by globally renowned street artist D\*Face, these three exceptional motorcycles are evocative symbols of the defiance and daring that has characterised D\*Face's practice since his emergence in the early 2000s. Once taking the bricks and mortar of the urban environment as his canvas, *First Born*, *Spoiled Brat* and *Green Terror* are a trio of resplendent machines that flaunt their unique, hand-crafted finishes, transformed by the British artist into fully-functional, dynamic works of art.

Across a practice that has consistently challenged the status quo and sought to subvert the images and figures of popular culture, D\*Face has established a wholly unique and recognisable style that has decorated buildings and canvases from Los Angeles to Tokyo. Stripping away the superficiality of pop, working across sculpture, painting and prints, he has risen to be one of the most eminent street artists celebrated in contemporary art circles alongside Banksy, Shepard Fairey and JB

Elegantly painted and glistening with chromed details, the present motorcycles evoke the golden age of motorsports, conjuring the image of Lotus' John Player Special Formula One cars of the 1970s and 80s, and the green "hippie" camper vans of California and Woodstock. From the hand-stitched, guilted leather seat of *First Born*, to the timeless patina of *Green Terror*, the attention to detail on these bikes testifies to the creativity of their engineer, making them only more unique and desirable as true one-offs. Injecting three "off the peg" frames with his characteristic flair, D\*Face has branded them each with his signature winged lightning bolt - a feature that appears across his practice - on their hand-rolled tanks; a Romantic emblem that calls to mind not only D\*Face's murals, paintings and stencils, but also the thunderous and electrifying sensations roused by the engine notes and freedom of flying down the open road.



The motorcycle has long since been written into Hollywood lore, an icon of countercultural freedoms and youthful rebellion ever since Marlon Brando made his screen debut in the original outlaw biker film The Wild One in 1953. Further popularised by the likes of James Dean, Steve McQueen and Hunter S. Thompson, the image of the motorcyclist has been transmuted into an icon of subculture, fashion and punkish nonconformity. Fastidiously restyled as café racers, the present three motorcycles wonderfully attest to the heritage, style and audacious spirit of the motorcyclist. This avant-gardist energy has long since been a driving force in contemporary art, a field full of renegades and revolutionaries. It is of little coincidence that artists including Salvatore Scarpitta, Olivier Mosset, Steven Parrino, Richard Prince and Sylvie Fleury, to name but a few, were and are passionate about motorcycle and motorcar culture. D\*Face's customised motorcycles are but the latest in a long history of artist vehicles, from Andy Warhol's BMW Art Car to Matthew Day Jackson's dragster project, that combine a conceptually driven visual practice with the experiential power of the automobile.

A passionate rider and founding member of the 'Rebels Alliance,' a motorcycle club based in Shoreditch, East London, D\*Face's *First Born, Spoiled Brat* and *Green Terror* reveal a close relationship between D\*Face's artistic practice and his love of motorcycles, having previously exhibited *Spoiled Brat* in his show 'New World Disorder' in London in 2013. United under the banner of art, the individuality and originality that earned D\*Face such acclaim over his meteoric career is channeled in each respective motorcycle; works of art in their own right with unique stories, temperaments and details.

Distinctive symbols of resilience and character, this represents an opportunity to acquire vehicles of extraordinary provenance, coming from the workshop of D\*Face himself. Standing out from the crowd, these special motorcycles give new meaning to the term street art, belonging on display as much as they do on the road. Embodying the striking, disruptive spirit of D\*Face's artistic practice, *First Born, Spoiled Brat* and *Green Terror* are bold, statement pieces without equal, by one of the most celebrated street artists of the 21st Century.



D\*FACE (B. 1978)

First Born, 2012 1978 Honda CB550

Built in 2012, this 1978 CB550 has been de-tabbed and de-lugged, and has a hooped frame with bespoke strengthening plates. The air box has been removed and the battery and electrics relocated. Engine internals have been refreshed and the motor is fitted with velocity stacks and a 4-into-2 hand-rolled exhaust system. Other noteworthy features include a hand-formed metal tank and seat hump with handstitched leather cover and a one-off paint scheme; hand-made alloy swinging arm; and Morad flanged alloy wheel rims. Offered with a V5C Registration Certificate.

£10,000 - 15,000 €12,000 - 18,000 US\$13,000 - 19,000

#### **Provenance**

Collection of the artist, London

Please note this lot will be moved back to Bicester Heritage immediately after the sale.



36 AR D\*FACE (B. 1978) Green Terror, 2015 c.1977 Honda CB125 Another of D\*Face's ever reliable commuter customs, based on a Honda CB125 and built in 2015. Stripped completely, the frame has been de-tabbed, de-lugged and powder coated, while the front forks have been modernised and converted to run brass-plated external springs. The engine has been bored to 190cc for extra 'grunt' and fitted with a hand-sculpted exhaust. Other notable features include new electrics with a solid state charging system, LED lights, and relaced wheel rims shod with high-performance rubber. Offered with a V5C Registration Certificate. £2,800 - 3,500 €3,300 - 4,100 US\$3,600 - 4,500 **Provenance** Collection of the artist, London Please note this lot will be moved back to Bicester Heritage immediately after the sale. HONDA 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. 54 | BONHAMS

# D\*FACE (B. 1978)

Spoiled Brat, 2014 1978 Yamaha SR500

Constructed in 2014, this classic Japanese 'thumper' has been detabbed and de-lugged, and has a hooped frame. The engine has been fitted with an 88mm Wiseco high-compression (10:1) piston, a highlift camshaft, Mikuni TM40 carburettor and a modified inlet manifold. Controls have been up-rated with a quick-action throttle, Nissin radial master cylinder, and Pazzo raving levers. Other noteworthy features include a bespoke wiring loom, hand-made leather seat, one-off handpainted tank and sunken taillight, not to mention lots of polished handmade parts. Offered with a V5C Registration Certificate.

£5,000 - 7,000 €5,800 - 8,200 US\$6,400 - 9,000

#### **Provenance**

Collection of the artist, London

#### **Exhibited**

London, StolenSpace Gallery, New World Disorder, 2013

Please note this lot will be moved back to Bice immediately after the sale.

# **JULIAN OPIE (B.1958)**

Shahnoza with beads, 2006 continuous computer animation on 49" LCD screen 113.3 x 66.5 x 9.4 cm. 44 5/8 x 26 3/16 x 3 11/16 in.

This work is number three from an edition of four, plus one artist's proof

£10,000 - 15,000 €12,000 - 18,000 US\$13,000 - 19,000

# Provenance

Galerie Bob van Orsouw, Zurich Acquired directly from the above by the present owner in 2007





## LUCAS PRICE (B. 1975)

Air, 2016 signed and dated Lucas Price 2016 (on the turnover edge); signed and dated Lucas Price 2016 (on the reverse) oil on canvas laid on board 119.5 x 91 cm. 47 1/16 x 35 13/16 in.

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

#### Provenance

Acquired directly from the artist by the present owner



40 AR TP

# **BLEK LE RAT (B. 1951)**

David with Kalashnikov signed Blek le Rat (centre left) spray paint and acrylic on paper Overall: 236 x 95.2 cm. 93 x 37 1/2 in.

£8,000 - 10,000 €9,300 - 12,000 US\$10,000 - 13,000

# Provenance

King Adz Collection, UK (a gift from the artist) Acquired directly from the above by the present owner circa 2017



# SUPREME, NEW YORK

A group of 28 full-sized Supreme skateboards decks, published by Supreme New York between 2006 - 2018 Each approximately: 81 x 20 cm.

31 7/8 x 7 7/8 in.

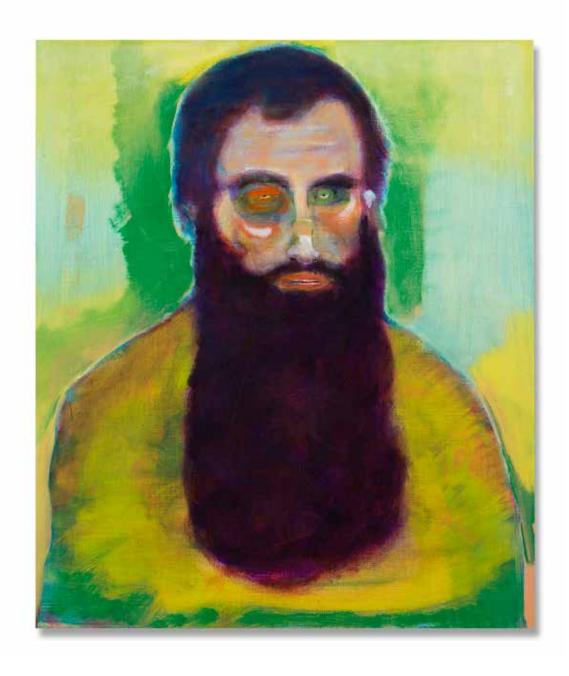
£25,000 - 35,000 €29,000 - 41,000 US\$32,000 - 45,000 Featuring the following Contemporary artists: John Baldessari, Jake and Dinos Chapman, George Condo, Nan Goldin, Damien Hirst, Jeff Koons, Robert Longo, Marilyn Minter, Raymond Pettibon, Richard Prince and Christopher Wool.

#### **Provenance**

Supreme, New York

Acquired directly from the above by the present owner between 2006 and 2018





# RYAN MOSLEY (B. 1980)

Man of the Field, 2016 signed and dated Ryan Mosley 2016 (on the reverse) oil on linen laid on panel 65 x 54.8 cm. 25 9/16 x 21 9/16 in.

£1,800 - 2,500 €2,100 - 2,900 US\$2,300 - 3,200

# Provenance

Alison Jacques Gallery, London Acquired directly from the above by the present owner in 2016



# RYAN MOSLEY (B. 1980)

Portrait of a Jug, 2011 signed and dated Ryan Mosley 2011 (on the reverse) oil on linen 40.3 x 35.3 cm. 15 7/8 x 13 7/8 in.

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

# Provenance

Alison Jacques Gallery, London Acquired directly from the above by the present owner in 2011

# **GIACOMO BALLA (1871-1958)**

Gladioli rossi nel vaso, circa 1940 signed BALLA (lower left) oil on canvas 105 x 75.3 cm 41 5/16 x 29 5/8 in.

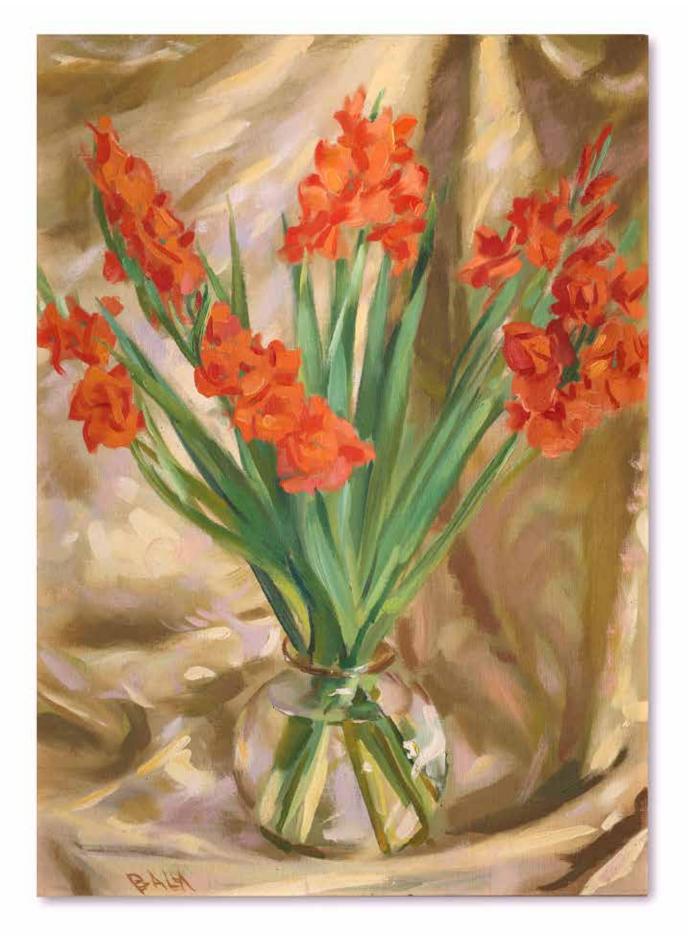
£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000

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

#### **Provenance**

Private Collection, Rome Thence by descent to the present owner

Please note that the reverse of the canvas has a separate work by Annie Nathan (1878 - 1946) executed in 1910 and titled Ritratto femminile con vaso di fiori rosa.



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

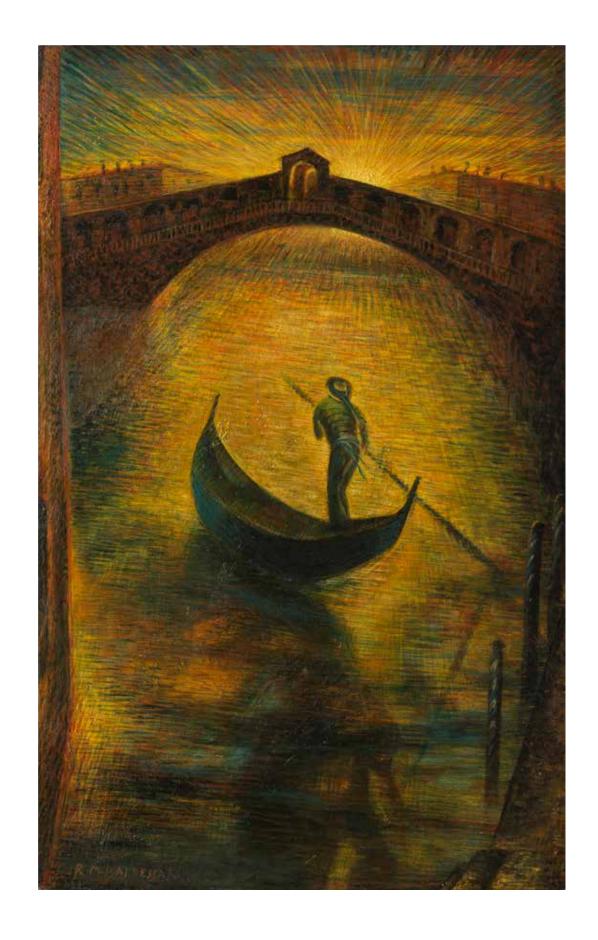
Venezia. Ponte di Rialto, circa 1914 signed R·M·BALDESSARI (lower left) oil on card 60.2 x 37.8 cm. 23 11/16 x 14 7/8 in.

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000

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**

Private Collection, Venice





# **TULLIO CRALI (1910-2000)**

Airplanes over Town, 1936 signed and dated CRALI 1936 (upper right) pencil on paper 20.8 x 29.3 cm. 8 3/16 x 11 9/16 in.

£2,500 - 3,500 €2,900 - 4,100 US\$3,200 - 4,500 The authenticity of this work has kindly been confirmed by the Archivi Futuristi.

# Provenance

Private Collection, Milan Acquired directly from the above by the present owner



# GIULIO D'ANNA (1908-1978)

Stormo Tricolore, circa 1934 - 1935 signed and inscribed G. D'ANNA AEROPITTORE (lower right) oil on panel 44 x 62.5 cm. 17 5/16 x 24 5/8 in.

£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 23,000 The authenticity of this work has kindly been confirmed by the Archivio Storico Futuristi Siciliani.

## **Provenance**

Private Collection, Rome

Private Collection, Perugia, acquired from the above by the previous owner Acquired directly from the above by the present owner



# SIBÒ (1907-2000)

Evoluzioni al tramonto, 1936 signed Sibò (lower right); signed, titled, dated and inscribed "Evoluzioni al tramonto" Sabaudia 1936 Sibò (on the reverse) mixed media on panel 40.9 x 33.5 cm. 16 1/8 x 13 3/16 in.

£4,000 - 6,000 €4,700 - 7,000 US\$5,200 - 7,700 The authenticity of this work has kindly been confirmed by Dott.ssa Simona Bossi.

#### Provenance

Private Collection, Rome Acquired directly from the above by the present owner



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

Aerei Caproni sullo stretto, circa 1933 - 1934 signed and inscribed G. D'ANNA AEROPITTORE (lower right) oil and mixed media on panel 45 x 63 cm. 17 11/16 x 24 13/16 in.

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000 The authenticity of this work has kindly been confirmed by the Archivio Storico Futuristi Siciliani.

#### **Provenance**

Private Collection Acquired directly from the above by the present owner

# **Exhibition**

Rome, Galleria Futurism & Co., Futurism senza tema, 2019

#### **FORTUNATO DEPERO (1892-1960)**

Bevitore, 1944 pen and India ink, wash and pencil on paper laid on canvas 46.1 x 37.4 cm. 18 1/8 x 14 3/4 in.

£6,000 - 8,000 €7,000 - 9,300 US\$7,700 - 10,000

The authenticity of this work has kindly been confirmed by the Archivio Unico per il Catalogo Delle Opere Futuriste di Fortunato Depero. This work will be included in the forthcoming Fortunato Depero catalogue raisonné currently being prepared by Dott. Maurizio Scudiero.

#### **Provenance**

Azor Pulin Collection, Milan Private Collection, Milan, acquired from the above by the previous owner Thence by descent to the present owner



TATSUO MIYAJIMA (B. 1957)

Opposite Level 10 units No. 50263, 2001 LED, IC and electric wire Each unit: 11 x 26 cm.

4 5/16 x 10 1/4 in.

Overall: 30.5 x 198.1 cm.
12 x 78 in.

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

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000

#### **Provenance**

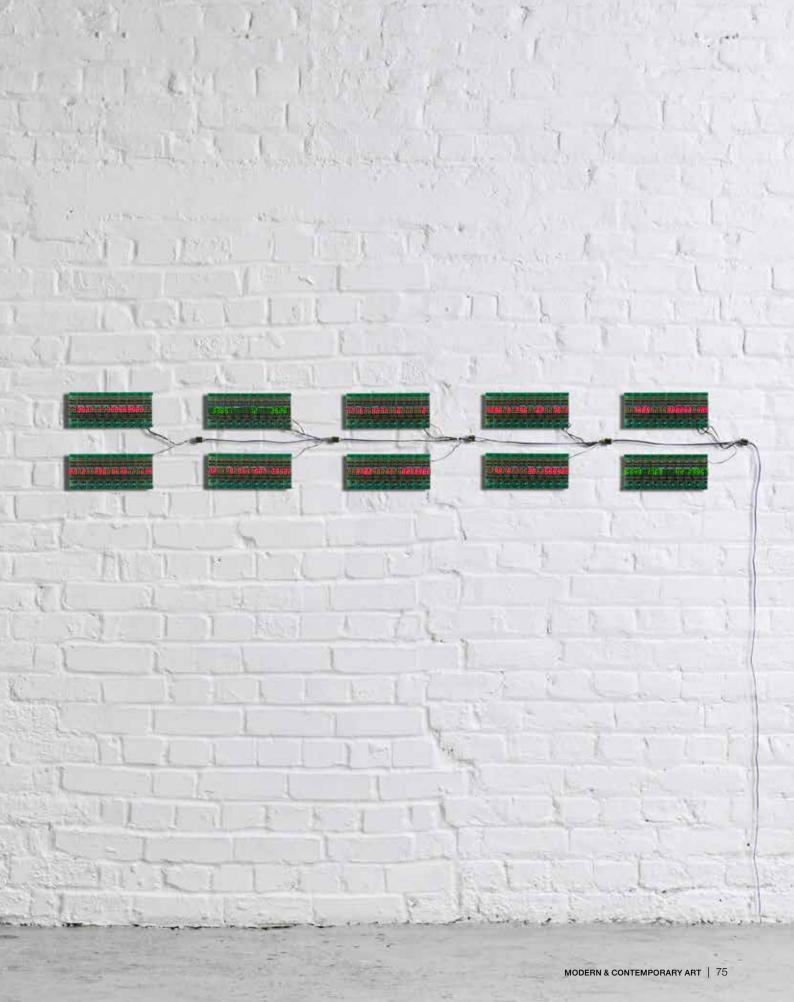
Shiraishi Contemporary Art, Inc., Tokyo Richard Gray Gallery, Chicago/New York (acquired from the above in 2001) Acquired directly from the above by the present owner in 2002

# **Exhibited**

Chicago, Richard Gray Gallery, *Tatsuo Miyajima, Opposite Level/Counter Circle*, 2001, p. 16, illustrated in colour

#### Literature

Alan G. Artner, "Evoking the infinite: The electronic pieces of Tatsuo Miyajima creatively use LEDs", in *Chicago Tribune*, Chicago 2001, p. 36, illustrated



52

# CHUNG SANG-HWA (B. 1932)

Untitled, 1979 signed and dated S H CHUNG 79 (lower right); signed, dated and inscribed 1979年3月2日 墨、過程の一面 鄭相和 CHUNG SANG HWA (on the reverse) graphite on cut card 65 x 50 cm. 25 9/16 x 19 11/16 in.

£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 23,000

### Provenance

Bergheim Culture Institute, Bergheim Acquired directly from the above by the present owner in 1980

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





# **BEN VAUTIER (B. 1935)**

If god is everywhere he is also in this box, 1970 signed Ben (on the reverse); signed and dated Ben 1970 (on the underside) enamel on found painted wine box with rope 33.3 x 27 x 18.3 cm. 13 1/8 x 10 5/8 x 7 3/16 in.

This work is registered in the online catalogue raisonné under no. 1319.

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

#### Provenance

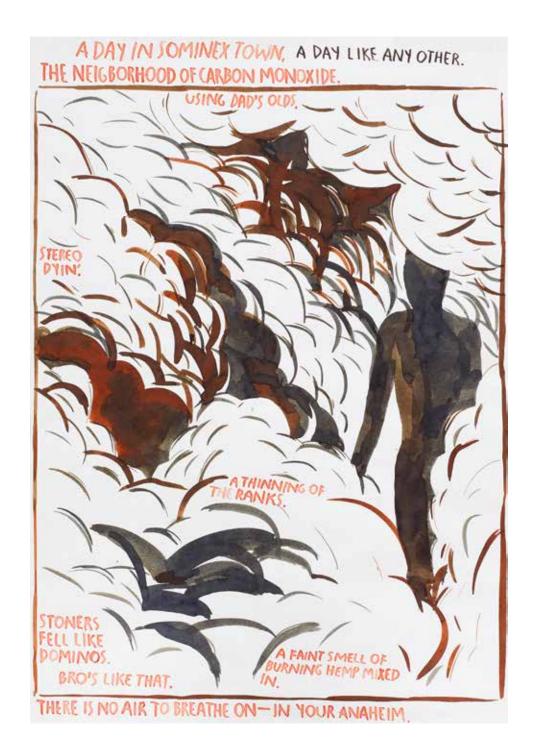
Private Collection

Sale: Sotheby's, Milan, Modern and Contemporary Art, 22 November 1994, lot 92

Private Collection, Europe

Sale: Sotheby's, Milan, Arte Contemporanea, 21 May 2009, lot 238

Acquired directly from the above by the present owner



# **RAYMOND PETTIBON (B. 1957)**

A Day in Sominex, 1990 signed and dated Raymond Pettibon 90 (on the reverse) ink on paper 35.5 x 28 cm. 14 x 11 in.

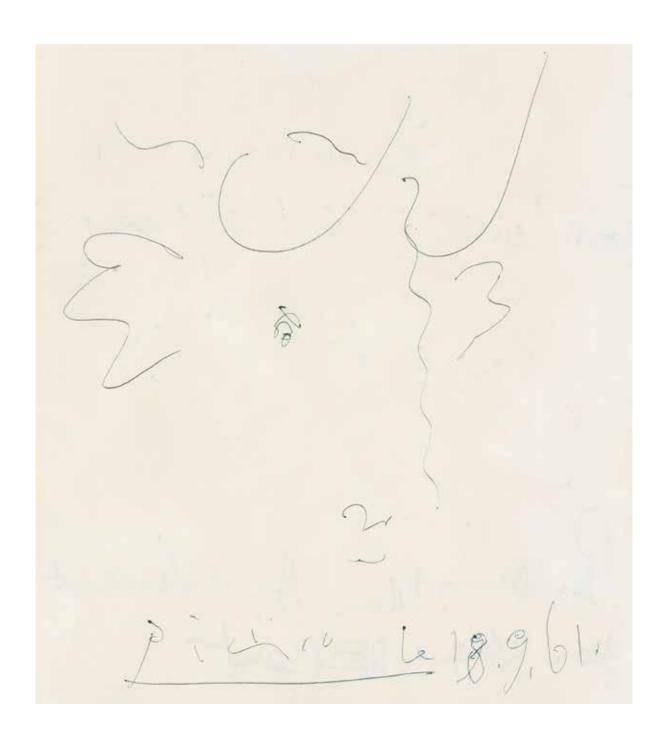
£7,000 - 10,000 €8,200 - 12,000 US\$9,000 - 13,000

#### **Provenance**

Galleria in Arco, Turin Acquired directly from the above by the present owner in 2012

#### **Exhibited**

Turin, Galleria in Arco, Al Limite Dell'Ombra, 2012, p. 39, illustrated in colour



# PABLO PICASSO (1881-1973)

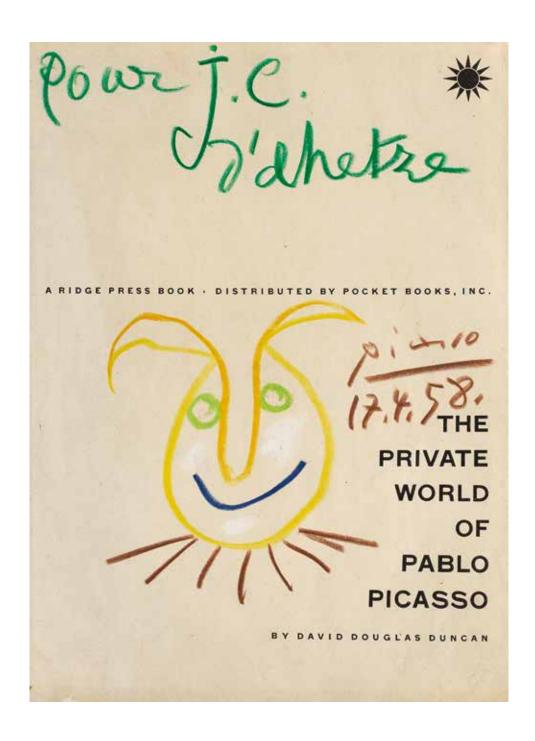
Tête de taureau, 1961 signed and dated Picasso le 18.9.61. (lower centre) pen and ink on paper 27.6 x 21.3 cm. 10 7/8 x 8 3/8 in.

£6,000 - 8,000 €7,000 - 9,300 US\$7,700 - 10,000 Please note that this work will be presented to Monsieur Claude Picasso prior to the sale.

### Provenance

Acquired directly from the artist by the previous owner in 1961 Sale: Sotheby's, London, Impressionist and Modern Art, 15 March 2007, lot 318

Acquired directly from the above by the present owner



### **PABLO PICASSO (1881-1973)**

Tête de faune, 1958

signed and dated Picasso 17.4.58. (centre right) and dedicated Pour J.C. d'Ahetze (upper centre)

coloured crayon on paper (on the title page of David Douglas Duncan's The Private World of Pablo Picasso, New York, 1958) 27.7 x 20.5 cm.

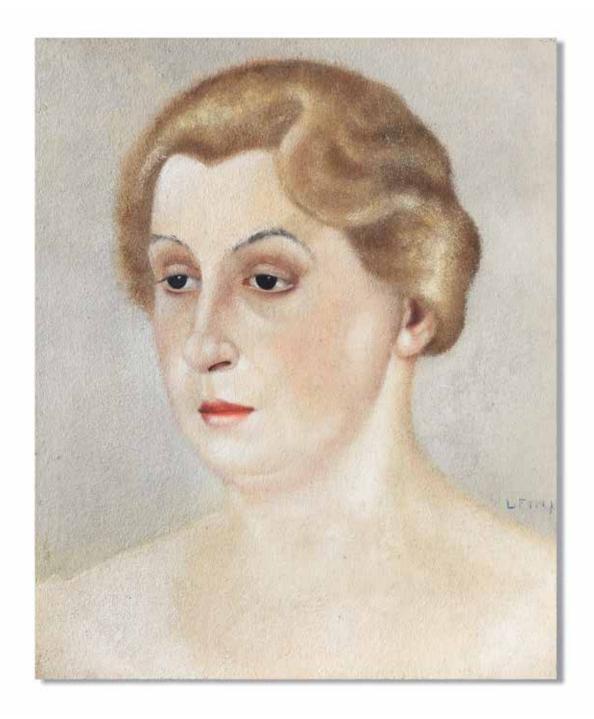
10 7/8 x 8 1/16 in.

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 15,000 Please note that this work will be presented to Monsieur Claude Picasso prior to the sale.

#### Provenance

Sale: ANAF, Lyon, Les Temps Forts d'ANAF Arts Auction Tableaux Anciens - Tableaux du XIXème Siecle Art Moderne et Contemporain, 12 June 2006, lot 379

Acquired directly from the above by the present owner



# **LEONOR FINI (1907-1996)**

Portrait de Malvina III / Ritratto della madre, circa 1929 signed L FINI (lower right) oil on board 33.9 x 27.8 cm. 13 3/8 x 10 15/16 in.

£5,000 - 7,000 €5,800 - 8,200 US\$6,400 - 9,000 The authenticity of this work has kindly been confirmed by Mr. Richard Overstreet. This work will be included in the forthcoming Leonor Fini Catalogue raisonné of the Oil Paintings under archive number 0344, currently being prepared by Richard Overstreet and Neil Zukerman.

#### **Provenance**

Private Collection, Rome Acquired directly from the above by the present owner

#### **Exhibited**

Milan, Galleria Barbaroux, 1929 Trieste, Museo Revoltella, Leonor Fini: l'italienne de Paris, 2009



58 AR

# **BARRY FLANAGAN (1941-2009)**

Woman with Bird, 1985

stamped with the foundry mark Susse Fondeur, Paris (to the reverse) and numbered 1/7 (to the lower right of the base) bronze

26.7 x 19 x 16.5 cm.

10 1/2 x 7 1/2 x 6 1/2 in.

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

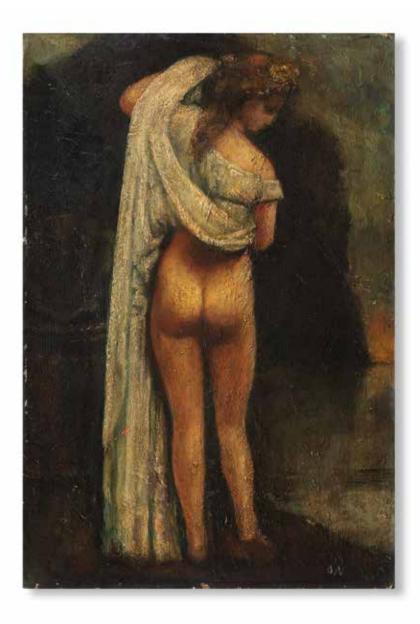
£6,000 - 8,000 €7,000 - 9,300 US\$7,700 - 10,000

# Provenance

Liliane & Michel Durand-Dessert, Paris Acquired directly from the above by the present owner in 1988

# **Exhibition**

London, Royal Academy of Arts, Summer Exhibition, 1987, p. 71, another example illustrated



#### **ODD NERDRUM (B. 1944)**

signed with the artist's initials ON (lower right) oil on board 50.1 x 34.1 cm. 19 3/4 x 13 7/16 in.

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,400

#### **Provenance**

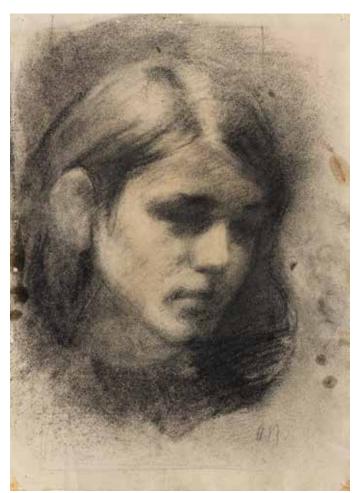
The Trond Halle Collection, Shetland Bequeathed from the above to the present owner

Born in Sweden in 1944, Odd Nerdrum's fantastical practice has drawn global acclaim, collected by major institutions that include The Metropolitan Museum of Art, New York, the Museum of Contemporary Art, San Diego, and the National Gallery of Norway in Oslo. Across an oeuvre that has revived the renaissance and gothic styles of centuries past, Nerdrum's paintings appear dark and brooding, yet remain assuredly contemporary, toying with ideas pertaining to kitsch,

psychoanalytics and figuration. Studying for a period under Joseph Beuys in 1965, Nerdrum has been at the centre of postmodern discourse on the importance and significance of style, a stalwart and champion for painting's place in the contemporary canon.

Across painting and drawing, Nerdrum's adroit hand and consummate skill is palpable. Like John Currin and Lisa Yuskavage, the mannered subjects of his works infuse his landscapes with a surreal and extraordinary atmosphere; an arcadian setting that takes inspiration from Caravaggio and Rembrandt. In the present works, his figures and portraits are endowed with an aura of classical charm, rendered with the virtuosic hand of a true master of his craft.

As contemporary sitters and works of art, they illustrate a fascinating dichotomy that led Nerdrum to found The Kitsch Movement in 1998, subsequently publishing his manifesto, On Kitsch, in 2001. Characterised by the Romantic themes and use of Old Master techniques, Nerdrum has been a prominent figurehead of Kitsch philosophy, consistently challenging the abstract, conceptual tenets of postmodernism. Nerdrum's work has instead presented an atemporal vision of the world, depicting expressions of the universal that are as artistically rebellious as they are beautiful and transcendent.





60 (a) 60 (b)

60 AR

# ODD NERDRUM (B. 1944)

Portrait of Trond signed with the artist's initials on (lower right) black chalk and pencil on paper 31 x 22.3cm 12 3/16 x 8 3/4 in.

Self portrait of the artist as a young boy pencil and white heightening on paper 18.9 x 12.2 cm. 7 7/16 x 4 13/16 in.

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

#### Provenance

The Trond Halle Collection, Shetland Bequeathed from the above to the present owner

# A selection of important photographs

61 \* AR TP

#### ELGER ESSER (B. 1967)

Paludo della Rosa, Italy, 2002 signed Elger Esser (on a label affixed to the backing board) C-print, face-mounted to Diasec Image: 138 x 187 cm. 54 5/16 x 73 5/8 in.

Sheet: 178.5 x 225 cm. 70 1/4 x 88 9/16 in.

This work is number two from an edition of seven.

£10,000 - 15,000 €12,000 - 18,000 US\$13,000 - 19,000

#### **Provenance**

Sonnabend Gallery, New York Acquired directly from the above by the present owner





# **RONI HORN (B. 1955)**

Untitled: Arctic Fox (diptych), 2000 signed Roni Horn (affixed to a label on the reverse of the left illustrated print)

colour coupler prints in two parts Each image: 76 x 76 cm.

29 15/16 x 29 15/16 in.

Each framed: 99.6 x 99.6 cm.

39 3/16 x 39 3/16 in.

This work is number seven from an edition of fifteen.

£6,000 - 8,000 €7,000 - 9,300 US\$7,700 - 10,000

#### Provenance

Xavier Hufkens, Brussels Acquired directly from the above by the present owner



# HIROSHI SUGIMOTO (B. 1948)

Ostrich - Wart Hog, 1980 signed, titled, dated and numbered Ostrich - Wart hog 1980 Hiroshi Sugimoto 3/25 (on the reverse)

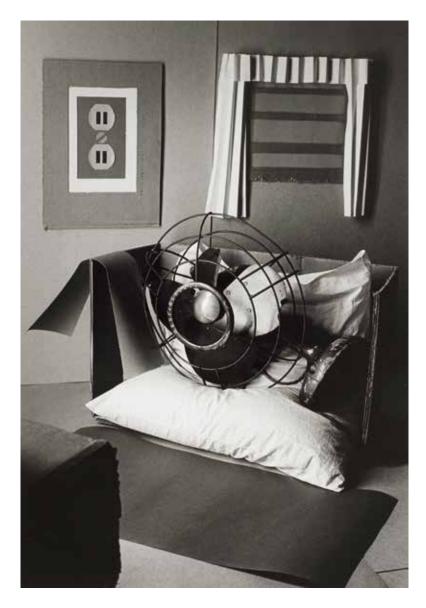
gelatin silver print *Image*: 34.6 x 58.7 cm. 13 5/8 x 23 1/8 in. Sheet: 50.5 x 60.5 cm. 19 7/8 x 23 13/16 in.

This work is number three from an edition of twenty-five.

£6,000 - 8,000 €7,000 - 9,300 US\$7,700 - 10,000

# Provenance

Sonnabend Gallery, New York Private Collection, Paris (acquired directly from the above in 1988) Sale: Sotheby's, London, Photographs, 20 May 2010, lot 107 Acquired directly from the above by the present owner



#### **JAMES CASEBERE (B. 1953)**

Fan As Eudemonist: Relaxing After An Exhausting Day at the Beach,

signed, titled, dated and numbered N.1975 P.2000 2/10 Fan as Eudeamonist J. Casebere (on the reverse)

gelatin silver print Image: 23.7 x 16.5 cm. 9 5/16 x 6 1/2 in. Sheet: 25.1 x 20.1 cm.

9 7/8 x 7 15/16 in.

This work is number two from an edition of ten.

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

#### Provenance

Sean Kelly Gallery, New York

Acquired directly from the above by the present owner in 2011

#### **Exhibited**

Beverly Hills, Grant Selwyn Fine Art, James Casebere, 2000, another example exhibited

Orlando, Orlando Museum of Art, Constructed Realities: Contemporary Photography, 2003, another example exhibited

Munich, Haus der Kunst, James Casebere: Fugitive, 2016, p. 97, another example exhibited

#### Literature

James Casebere, Christopher Chang, Jeffrey Eugenides and Anthony Vidler, James Casebere: The Spatial Uncanny, Milan and New York 2001, p. 41

Ralf Christofori, Bild - Modell - Wirklichkeit, Heidelberg 2005, p. 178 Onkwui Enwezor, James Casebere: Works 1975-2010, New York 2011. p. 61, another example illustrated



#### **JAMES CASEBERE (B. 1953)**

Fork In The Refrigerator, 1975

signed, titled, dated and numbered 6/10 Fork in The Refrigerator JC-33.6 J Casebere 1975 (on the reverse)

gelatin silver print

Image: 23.6 x 15.6 cm.

9 5/16 x 6 1/8 in.

Sheet: 25.1 x 20.2 cm.

9 7/8 x 7 15/16 in.

This work is number six from an edition of ten.

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

#### **Provenance**

Sean Kelly Gallery, New York Acquired directly from the above by the present owner in 2011

#### **Exhibited**

Orlando, Orlando Museum of Art, Constructed Realities: Contemporary Photography, 2003, another example exhibited

Brussels, BOZAR/Centre for Fine Arts, After Scale Model: Dwelling in the Work of James Casebere, 2016, another example exhibited, p. 52, illustrated

Munich, Haus der Kunst, James Casebere: Fugitive, 2016, another example exhibited, p. 99

#### Literature

Steven Jenkins, James Casebere: Model Culture, Photographs 1975-1996, San Francisco 1996, p. 21

Ralf Christofori, Bild - Modell - Wirklichkeit, Heidelberg 2005, p. 178 Claire Doherty, Claustrophobia, Birmingham 1998, p. 38, another example illustrated

Onkwui Enwezor, James Casebere: Works 1975-2010, New York 2011, p. 63, another example illustrated



# **JOHN COPLANS (1920-2003)**

Self Portrait (Two Hands Together), 1988 signed, titled, dated and numbered John Coplans SELF PORTRAIT (TWO HANDS TOGETHER) 1988 7/12 and with the artist's copyright stamp (on the reverse)

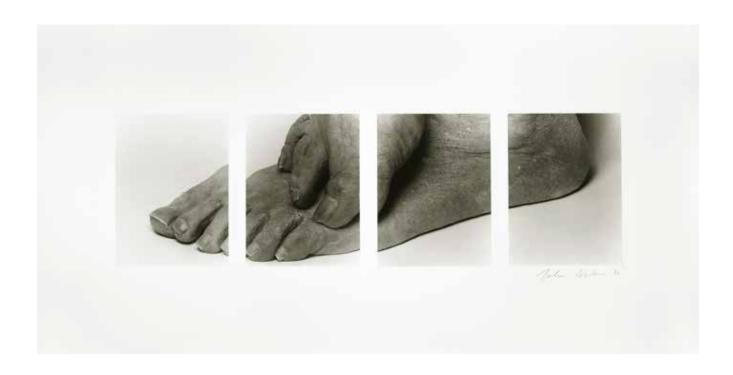
gelatin silver print laid on card Image: 96.5 by 105.3 cm. 38 by 41 7/16 in. Sheet: 101.5 by 110.8 cm

39 15/16 by 43 5/8 in.

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

#### **Provenance**

Gabriel Halevi Collection, New York and Barcelona Acquired directly from the above by the present owner in 1996



# **JOHN COPLANS (1920-2003)**

Self Portrait (Toes on Foot Four Panels), 1989 signed and dated John Coplans '89 (lower right); titled, dated and numbered SELF PORTRAIT (TOES ON FOOT FOUR PANELS), 1989 A.P. and stamped with the artist's copyright (on the reverse) four gelatin silver prints laid on card

Each print: 22.1 x 16.9 cm. 8 11/16 x 6 5/8 in.

Overall: 50.5 x 101.5

19 7/8 x 39 15/16 in.

This work is an artist's proof aside from an edition of twelve.

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,400

# **Provenance**

Gabriel Halevi Collection, New York and Barcelona Acquired directly from the above by the present owner in 1996

#### 68 \*

# SOL LEWITT (1928-2007)

Splotch #4, 2001 signed and dated Sol LeWitt 2001 (on the underside) fibreglass and acrylic 62 x 55 x 56 cm. 24 7/16 x 21 5/8 x 22 1/16 in.

This work is unique.

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,400

# Provenance

Rosa Esman/Tanglewood Press Inc., New York Acquired directly from the above by the present owner in 2001



#### 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.

£10,000 - 15,000 €12,000 - 18,000 US\$13,000 - 19,000

#### **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.





# PROPERTY SOLD TO BENEFIT THE EVE APPEAL

# STANLEY CASSELMAN (B. 1963)

Luminor Moment 47, 2015 signed, titled and dated Stanley Casselman "LM-47", 2015 (on the backing board) acrylic on synthetic resin 40.7 x 40.7 cm. 16 x 16 in.

£1,500 - 2,000 €1,800 - 2,300 US\$1,900 - 2,600

# Provenance

Donated by the artist



# **BARNABY FURNAS (B. 1973)**

Romeo and Juliet 8, 2015 signed *B. FURNAS* (on the overlap) and signed, dated and inscribed *UNTITLED* (ROMEO and Juliet) *BARNABY FURNAS FEB 2015 NYC* (on the reverse) dispersed pigment, acrylic, pencil and seral transfer paper on linen 127.1 x 101.8 cm. 50 1/16 x 40 1/16 in.

£6,000 - 8,000 €7,000 - 9,300 US\$7,700 - 10,000

#### **Provenance**

Victoria Miro, London Acquired directly from the above by the present owner in 2015



#### **ANTONY GORMLEY (B. 1950)**

Henry Stone for Chasing Rainbows, 1990 signed and titled Henry Stone for Chasing Rainbows Antony Gormley (lower right) and dated 1990, (upper right) quink ink with bleach on paper 14 x 19 cm. 5 1/2 x 7 1/2 in.

£1,500 - 2,000 €1,800 - 2,300 US\$1,900 - 2,600

#### Provenance

Gift from the artist to a Charity Private Collection, UK (acquired from the above) Sale: Bonhams, London, Contemporary Two, 19 October 2011, lot 197 Acquired directly from the above by the present owner



PROPERTY SOLD TO BENEFIT THE **ELEPHANT FAMILY CHARITY** 

73 AR TP

#### **JOANA VASCONCELOS (B. 1971)**

Tyrone, 2019

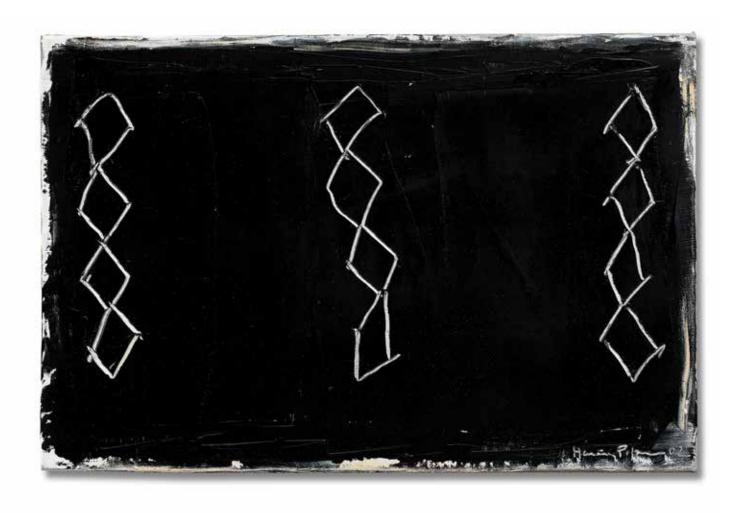
signed, titled and dated Tyrone, 2019 Joana Vasconcelos (on a label on the inside of the neck) and stamped with the Bordalo Pinheiro mark

Rafael Bordalo Pinheiro acrylic painted faience, five needle lace and handmade cotton crochet 81 x 30 x 58.4 cm. 31 7/8 x 11 13/16 x 23 in.

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 15,000

#### Provenance

Donated by the artist



# **JOAN HERNÁNDEZ PIJUAN (1931-2005)**

Esbós amb negre, 2002 signed and dated Hernández Pijuan 02 (lower right); signed, titled and dated Hernández Pijuan 2002 "ESBÓS AMB NEGRE" (on the reverse) oil on linen 27.1 x 41.2 cm. 10 11/16 x 16 1/4 in.

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

# Provenance

Flowers Gallery, London Private Collection, London Acquired directly from the above by the present owner



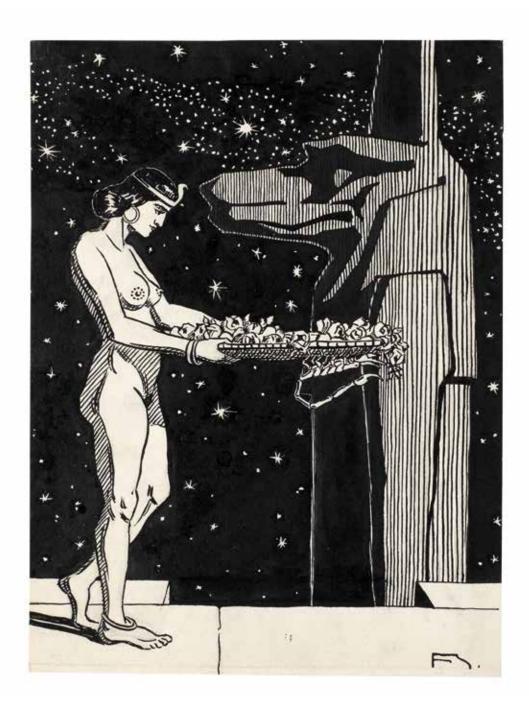
# **JOAN HERNÁNDEZ PIJUAN (1931-2005)**

Esbós per xiprer, 2002 signed and dated Hernández Pijuan 02 (lower right); signed, titled and dated Hernández Pijuan 2002 "ESBÓS PER XIPRER" (on the reverse) oil on linen 27.1 x 41.2 cm. 10 11/16 x 16 1/4 in.

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

# Provenance

Flowers Gallery, London Private Collection, London Acquired directly from the above by the present owner



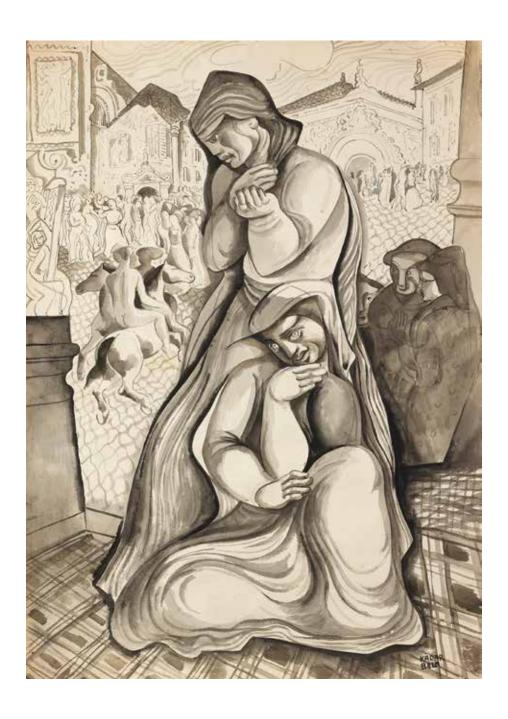
# FRITZ SCHWIMBECK (1889-1972)

Man bringt Dir Glück, 1913 signed with monogram (lower right); titled and dated Man bringt Dir Glück. 18.III.1913. (on the reverse) pen and ink on paper 27.7 x 20.2 cm. 10 7/8 x 7 15/16 in.

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

#### **Provenance**

Mrs. Zacke Collection, Vienna Acquired from the above by the previous owner in the late 1960s Sale: Christie's, Impressionist/Modern Works on Paper + Day Sale, London, 24 June 2010, lot 116 Acquired directly from the above by the present owner



77 AR **BÉLA KÁDÁR (1877-1956)** Két szám, circa 1930 - 1940 signed KÁDÁR BÉLA (lower right)

brush, wash and India ink on paper

85.7 x 61 cm. 33 3/4 x 24 in.

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 15,000

#### Provenance

László Fuchs Collection, New York Thence by descent to the previous owner Acquired directly from the above by the present owner



# SHAO FAN (B. 1964)

Work No. 2 of Year 2006, 2006 signed in Chinese, dated and numbered 邵 帆 1/5 2006 (on the reverse) elm wood and acrylic glass 170 x 90 x 87.5 cm. 66 15/16 x 35 7/16 x 34 7/16 in.

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

This work is number one from an edition of five.

# Provenance

Contrasts Gallery, Hong Kong Acquired directly from the above by the present owner in 2007

79 TP

#### **ZHANG HUAN (B. 1965)**

Ash Portrait no. 5, 2007 incense ash, iron and wood Head: 40.5 x 32 x 51.7 cm.

15 15/16 x 12 5/8 x 20 3/8 in.

*Tripod*: 111 x 39.8 x 39.8 x cm.

43 11/16 x 15 11/16 x 15 11/16 in.

£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 23,000

#### **Provenance**

Haunch of Venison, London Acquired directly from the above by the present owner in 2008

#### **Exhibited**

Milan, Padiglione d'Arte Contemporanea, Zhang Huan: ASHMAN, 2010, p. 78, illustrated in colour



#### PROPERTY FROM THE COLLECTION OF THE LATE GUSTAV DELBANCO

80 AR

# KARL SCHMIDT-ROTTLUFF (1884-1976)

A bracelet with fine motifs, circa 1920 - 1930 stamped with the artist's signature S. Rottluff (on the inside) hammered silver sheets with repoussé, embossed and beaded rim Diameter: 7 cm. 2 3/4 in.

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

#### **Provenance**

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



81 AR

# CÉSAR (1921-1998)

Compression (Pendant), 1974 signed César (on one side) compressed gold and silver with diamonds and sapphires 5.2 x 2.7 x 1 cm. 2 1/16 x 1 1/16 x 3/8 in.

£10,000 - 15,000 €12,000 - 18,000 US\$13,000 - 19,000

This work is registered in the Archives Denyse Durand-Ruel, Paris, under no. 467, and is accompanied by a photo-certificate of authenticity signed by the artist.

# Provenance

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

This work is sold with a gold chain.





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.

# **Bonhams**

**AUCTIONEERS SINCE 1793** 



# **Prints & Multiples**

# Including an Important Collection of Jean Cocteau Ceramics

New Bond Street, London | 11 - 12 December, 2019

# **ENQUIRIES**

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### VIEWING TIMES

Sunday 8 December 11am to 5pm Monday 9 December 9am to 4pm Tuesday 10 December 9.30am-5pm Wednesday 11 December 9am to 12pm

# **JEAN COCTEAU (1889-1963)**

Le Théâtre Antique
white earthenware plate with coloured engobe
Conceived in 1962 and executed in an edition of 40

#### **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 Lof). 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 Buvers 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 Buver 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 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 Buver'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 preregistered 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 Buver'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  $\Sigma$ 2,500 of the Hammer Price 25% of the Hammer Price above  $\Sigma$ 2,500 and up to  $\Sigma$ 300,000 20% of the Hammer Price above  $\Sigma$ 300,000 and up to  $\Sigma$ 3,000,000 13.9% of the Hammer Price above  $\Sigma$ 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).

Hammer Price	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
- 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 *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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 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  $\Sigma$ 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 would 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 in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances

where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

#### 15. BOOKS

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

#### 16. CLOCKS AND WATCHES

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

# 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

#### **Proof of Firearms**

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

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

#### Guns Sold as Parts

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

#### Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations

and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

#### **Original Gun Specifications Derived from Gunmakers**

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

# Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

#### Taxidermy and Related Items

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 pubil:
- "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

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

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

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

#### **Bottling Details and Case Terms**

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

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

#### SYMBOLS

#### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties

- under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA
- •, †, \*, G,  $\Omega$ ,  $\alpha$  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, it's 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.

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

# 4 FITNESS FOR PURPOSE AND SATISFACTORY OUALITY

- 4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.
- 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

#### 5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until: (i) the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to and received in cleared funds by Bonhams, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

#### 6 PAYMENT

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

#### COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

- 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not, until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
- 7.4 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

#### FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract:
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 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;
- i.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

- 1.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds:
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale 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 Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams 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 Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

### THE SELLER'S LIABILITY

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term 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.

#### 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.
- .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 and following completion of our enquiries pursuant to paragraph 3.11;
- 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

# 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT AND BUYER WARRANTIES

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;

- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.
- 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:
- 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. Departure 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
- 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.
- 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 or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;

- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of antiterrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

#### 4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us; in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all

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

#### 5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4,30pm on the seventh day after the Sale) and, subject to paragraphs 3, 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3. and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

#### 6 RESPONSIBILITY FOR THE LOT

- 6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

# 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will (without further notice to you 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 Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;

- 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:
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 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 Sale) until all sums due to us have been paid in full;
- 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;
- 7.1.10 on three months' written notice to sell, Without Reserve, 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 Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us:
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (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.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 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 Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

#### CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 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.

#### 9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 0.3.1 the Entry in relation to the Lot contained in the Catalogue 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
- 9.3.2 it can be established that the Lot is a Forgery 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.

- You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

#### 10 OUR LIABILITY

- 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 Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

#### 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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 nonconforming *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 nonconforming 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 W15 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

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"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  ${\it Bonhams}$  conducting the  ${\it Sale}.$ 

"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 Soller.

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

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant purpose outside his trade, Business or profession.

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

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

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

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

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

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

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

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

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer. "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

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

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

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

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

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

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

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

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

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

"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
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
  - (a) the seller;
  - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

# **Bonhams Specialist Departments**

#### 19th Century Paintings

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

### 20th Century British Art

London Matthew Bradbury +44 20 7468 8295

# 20th Century Fine Art

San Francisco Sonja Moro +1 415 694 9002

### **Aboriginal Art**

Australia Francesca Cavazzini +61 2 8412 2222

# African, Oceanic & Pre-Columbian Art

Los Angeles Fredric W. Backlar +1 323 436 5416 •

# **American Paintings**

New York Jennifer Jacobsen +1 917 206 1699

### **Antiquities**

London Francesca Hickin +44 20 7468 8226

# Antique Arms & Armour

London David Williams +44 20 7393 3807

#### **Art Collections, Estates & Valuations**

London Harvey Cammell +44 (0) 20 7468 8340 New York Sherri Cohen +1 917 206 1671 Los Angeles Leslie Wright +1 323 436 5408 Joseph Francaviglia +1 323 436 5443 Lydia Ganley +1 323 436 4496 San Francisco Victoria Richardson +1 415 503 3207 Celeste Smith +1 415 503 3214

#### Australian Art Australia

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

# Australian Colonial Furniture and Australiana

+61 2 8412 2222

# **Books, Maps & Manuscripts**

London Matthew Haley +44 20 7393 3817 New York Ian Ehling +1 212 644 9094 Darren Sutherland +1 212 461 6531 Los Angeles Catherine Williamson +1 323 436 5442 San Francisco Adam Stackhouse +1 415 503 3266

## **British & European Glass**

London Fergus Gambon +44 20 7468 8245

#### **British Ceramics**

London Fergus Gambon +44 20 7468 8245

#### California & Western Paintings & Sculpture

Los Angeles Scot Levitt +1 323 436 5425 Kathy Wong +1 323 436 5415 San Francisco Aaron Bastian +1 415 503 3241

### Carpets

London Helena Gumley-Mason +44 20 8393 2615

# Chinese & Asian Art

London Asaph Hyman +44 20 7468 5888 Rosangela Assennato +44 20 7393 3883 Edinburgh Ian Glennie +44 131 240 2299 New York Bruce MacLaren +1 917 206 1677 Los Angeles Rachel Du +1 323 436 5587 San Francisco Dessa Goddard +1 415 503 3333 Hong Kong Xibo Wang +852 3607 0010 Sydney Yvett Klein +61 2 8412 2231

#### Chinese Paintings Hong Kong

Iris Miao +852 3607 0011

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# Coins & Medals

London John Millensted +44 20 7393 3914 Los Angeles Paul Song +1 323 436 5455

# Entertainment Memorabilia

London Katherine Schofield +44 20 7393 3871 Los Angeles Catherine Williamson +1 323 436 5442 Dana Hawkes +1 978 283 1518

# European Ceramics

London Sebastian Kuhn +44 20 7468 8384

#### European Paintings London

Charles O' Brien +44 20 7468 8360 New York Madalina Lazen +1 212 644 9108 Los Angeles Rocco Rich +1 323 436 5410

# European Sculptures & Works of Art

London Michael Lake +44 20 8963 6813

# **Furniture and Decorative Art**

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