

20TH CENTURY ART

A DIFFERENT PERSPECTIVE

AUCTION IN LONDON 14 NOVEMBER 2017 SALE L17103 2.30 PM

EXHIBITION

Friday 10 November 9 am-4.30 pm

Saturday 11 November 12 noon-5 pm

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SOTHEBY'S EUROPE



PROPERTY FROM AN AUSTRIAN PRIVATE COLLECTION

MIKULÁŠ MEDEK

Czech, 1926 - 1974

Verticals

signed with initial and dated M VI 60 lower right mixed media on canvas laid on board 54.5 by 37.5cm., $21\frac{1}{2}$ by $14\frac{3}{4}$ in. (unframed)

PROVENANCE

Alfred Schlee, Vienna (acquired in the 1970s; Schlee (1901 - 1999) was a music publisher and head of Universal Edition for 40 years. He was considered one of the most influential personalities in 20th-century music. Passionate about modern art from an early age, he was associated with the Bauhaus in Dessau and friends with German artist Oskar Schlemmer, who had been appointed Master of Form at the

Bauhaus theatre workshop in 1923); thence by descent to the present owner

To be included in the forthcoming Medek catalogue raisonné being prepared by Eva Kosáková Medková.

⊕ £ 20,000-30,000 € 22,700-34,100 US\$ 27,200-40,800



JUDIT REIGL

b.1923

Untitled

signed and dated J. Reigl '83 on the reverse mixed media on canvas 115 by 83.5cm., 451/4 by 33in. Executed in 1983.

PROVENANCE

Galerie de France, Paris

Painted in 1983 the present work is part of Reigl's Unfolding series. During the years of 1982-83 'Reigl makes two changes in the realisation of

her works: on the one hand, she mixes metallic powders (silver, bronze, aluminium) into the paint, which multiplies the embellishment of the surface. On the other, she modifies the way the paintings are to be read once she has finished them by putting them in a vertical position. The painter's lines, which can now be read from top to bottom of the canvas, can no longer be read as writing, seeming instead to recreate now some fantastic architecture of pillars rising up against the sky, or an overblown image of microscopic phenomena. According to Reigl, the truth of the universe depends on this unity, on the unending cycle of becoming, from the infinitely large to the infinitely small, from the living to the inanimate.

It depends on the secret rhythm followed by this universe: an alternation of expansion and contraction, chaos and order that the artist, almost without knowing it, transcribes into her works as she captures a "flow" that is beyond her, but to which she nevertheless belongs." Jean-Paul Ameline: La lutte avec l'ange, in catalogue Judit Reigl, Fondation pour l'art contemporain, Toulouse 2003; L'Arsenal, Musée de Soissons, 2004.

⊕ £10.000-15.000 € 11,400-17,100 US\$ 13,600-20,400





PROPERTY FROM A CANADIAN PRIVATE COLLECTION

TADEUSZ KANTOR

Polish, 1915 - 1990

Abstract

signed and dated 1967 / Kantor lower right mixed media on paper laid on board 46 by 61cm., 18 by 24in.

PROVENANCE

Private collection, New York, USA (purchased at an estate sale in Long Island, New York)
Purchased from the above by the present owner in 2016

‡ ⊕ £ 15,000-20,000 € 17,100-22,700 US\$ 20,400-27,200



/

PROPERTY OF A UK PRIVATE COLLECTOR

TADEUSZ KANTOR

Polish, 1915 - 1990

Untitled

signed *Kantor* lower right oil and mixed media on canvas 47 by 67.5cm.,18½ by 26½in.

PROVENANCE

Sale: Bonhams, London, 17 May 2011, lot 172 Purchased at the above sale by the present owner

⊕ £ 6,000-8,000 € 6,900-9,100 US\$ 8,200-10,900 5

PROPERTY OF A LATIN AMERICAN COLLECTOR

AREF EL RAYESS

Lebanese, 1928 - 2005

Untitled

numbered 69 on the reverse oil, sand and mixed media on board 60 by 64cm., 23¾ by 25in.

PROVENANCE

Acquired from the artist by the present owner Executed in 1962.

£ 22,000-28,000 € 25,000-31,800 US\$ 29,900-38,000



6

PROPERTY FROM A DANISH PRIVATE COLLECTION

JAKUB BAUERNFREUND

Slovakian, 1904 - 1976

Still life with Guitar

signed *J. Bornfriend* lower left; signed on the reverse oil on canvas 76 by 64cm., 30 by 25in.

PROVENANCE

Purchased by the present owner in the 1980s

⊕ £ 7,000-10,000 € 8,000-11,400 US\$ 9,500-13,600

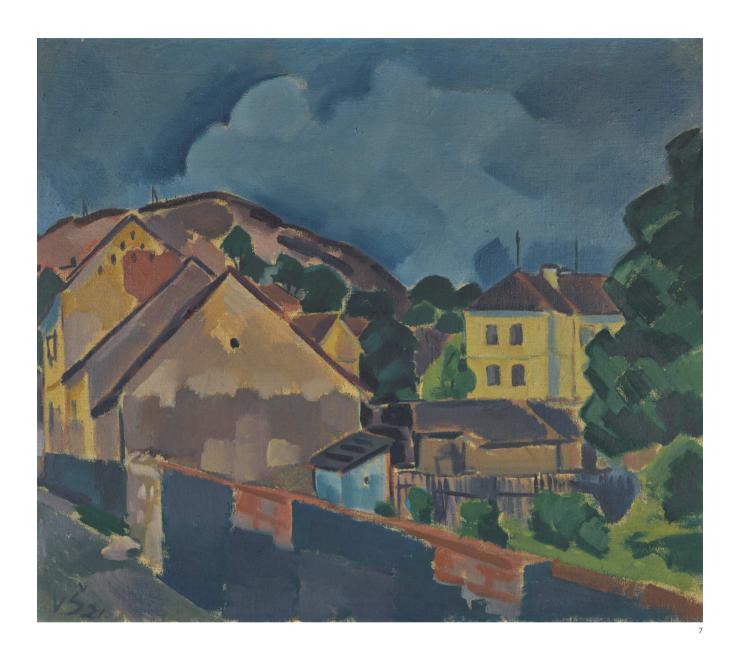




Fig.1: The verso of the present work

PROPERTY FROM A DANISH PRIVATE COLLECTION

VÁCLAV ŠPÁLA

Czech, 1885-1946

Houses & Portrait of a Man (a double sided painting)

signed and dated *VŠ 21* lower left oil on canvas 70 by 81cm., 27³/₄ by 32in.

PROVENANCE

Oskar Stein, Prague (owner of a paper factory; acquired in the 1920s, possibly from the artist); thence by descent to the present owner

£ 25,000-35,000 € 28,400-39,800 US\$ 34,000-47,500 PROPERTY FROM A SPANISH PRIVATE COLLECTION

FMII FILLA

Czech. 1882 - 1953

Seated Woman

signed and dated *Emil Filla 48* lower right oil on canvas 146 by 98cm., 57½ by 38½in.

PROVENANCE

Galerie Pallas, Prague Purchased from the above by the present owner in 1993

Painted in 1948, Seated Woman is a stunning example of Filla's mature period, combining influences from Picasso's work with a French Impressionist technique and a rich Expressionist palette. Filla first saw the work of the Impressionists in Prague in 1902. The Expressionist influence was the result of viewing the work of Edward Munch in exhibitions in Prague in 1904 and 1905. Munch's work

held a particular fascination for Filla and his contemporaries in their formative years. Between 1911 and 1920 Filla regularly spent time in Paris gaining exposure to the most radical and influential art movements of the time, most importantly Cubism as pioneered by Picasso and Braque, who became close friends. Together they set out to formulate and promote Cubism. It was through Filla that Picasso had his first one man show in Prague. Back in his homeland, Filla became a leader of the avant-garde, and Czechoslovakia the alternative centre for Cubism outside of Paris.

Filla's love of Cubism was enduring and while his style evolved, cubist elements are evident in his paintings throughout his career. Seated Woman portrays an exceptionally self-confident sitter, looking straight at the viewer. She dominates the composition in a strikingly relaxed pose, leaving only little room for a chair in the background. The painting is characterised by rich colours, strong expressionistic outlines and shadows, which are more dynamic and flowing than many works from the early days of Cubism.

Comparing Filla's Seated Woman with Picasso's Dora Maar au chat (fig. 1), both painted in the 1940s, the similarities are striking. Both women command the picture plane, Dora sitting in a wooden chair and Filla's inconnue posing in front of one. Their bodies are sharply outlined and modelled in shades of green, grey and blue. Dora wears an elaborate, chic outfit that highlights the cubist treatment of the figure, as well as a decorated hat. She is accompanied by a little black cat, the face of which has been scratched out from the wet paint. Filla's model wears nothing but red lipstick and carefully applied nail varnish. She may not be alone either, as a red rose on top of the chair behind her seems to suggest a visitor.

A photograph of the present work by František Krejčí is recorded in the Filla archive.

The authenticity of this work has been confirmed by Dr Karel Srp. To be included in the forthcoming Filla catalogue raisonné being prepared by Martin Kodl and Karel Srp.

⊕ W £ 280,000-350,000 € 318,000-398,000 US\$ 380,000-475,000



Fig. 1: Pablo Picasso, *Dora Maar au chat*, 1941. Sold: Sotheby's, New York, 3 May 2006 © Succession Picasso/DACS, London 2017



PROPERTY FROM A PRIVATE COLLECTION

SPYROS PAPALOUKAS

Greek, 1892 - 1957

Boatyard at Pantokrator Monastery, Mount Athos

signed in Greek lower right oil and pencil on paper laid on canvas 85 by 79cm., 33¹/₄ by 31in.

PROVENANCE

Private collection, Athens (acquired directly from the artist)

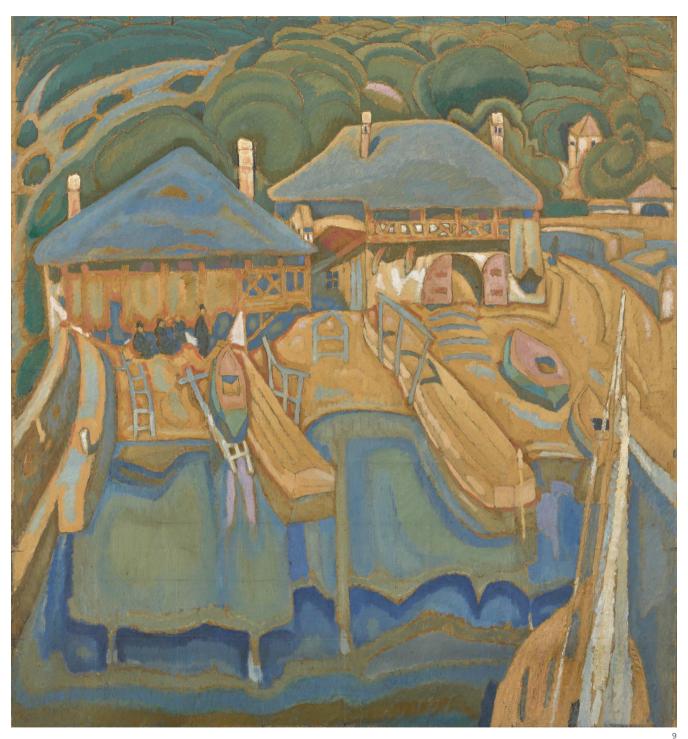
LITERATURE

Manos Kambanis & Agrotiki Pinakothinki, *Spyros Papaloukas*, Mount Athos, 2003, no. 66 (with incorrect measurements)

Mount Athos, the holy mount, is set on a peninsula of extraordinary natural beauty and has attracted painters as well as worshippers. Having initially trained as an apprentice to an icon painter, Papaloukas returned to Mount Athos in 1923 to recover from his experiences as a war artist in the Greek army during the Asia Minor campaign, to further his studies of Byzantine iconography, and to paint the local scenery. The present work is a rich example of Papaloukas' finest works from his Mount Athos period.

Papaloukas' profound appreciation and reverence for the beauty of the Greek countryside started at a young age, the artist himself stating: 'Ever since I was a small boy in my village, I explored my homeland inch by inch. I strolled the hills and vales, wandered along the paths, over the mountains with their gorges and streams, with their snows and rainfalls' (quoted by Marina Lambraki-Plaka, 'The Painting of Paploukas: A Spiritual Adventure', Spyros Papaloukas, Athens, 2007, p. 11). The traumatic experience of the Asia Minor Campaign had created a need for national self-affirmation in Greece, which was expressed in literature and the visual arts through a turn to tradition. A member of the Generation of the Thirties, Papaloukas was no exception, and sought comfort in a return to the Byzantine tradition while striving to combine it with contemporary ideas on painting. Following Papaloukas' return from his four-year stay in Paris in 1921, the artist focused on painting the landscape and people of his homeland, incorporating the maxims and elements of the aesthetic of the Cubists, Impressionists, Nabis and Fauves.

⊕ £ 80,000-120,000 € 91,000-137,000 US\$ 109,000-163,000



PROPERTY FROM THE ROSCH FAMILY COLLECTION

ANTONÍN SLAVÍČEK

Czech, 1870 -1910

Forest

bears inscription A. $Slavi\check{c}ek$ and $Ant.\ Slavi\check{c}ek$ on the reverse oil on canvas

76 by 97.5cm., 30 by 381/4in.

PROVENANCE

Salvator Kominík (renowned Prague art dealer and collector of works by Antonín Slaviček)

Bedřich Kominík (son of the above)

Society for the Protection of Mothers and Children, Prague, no. 6 Bretislav Rosch (acquired in Prague in the early 1930s) thence by descent in the family

Forest is a striking example of Antonín Slavíček's mood paintings from the turn of the nineteenth century.

Slavíček's seminal painting *Birch Mood* of 1897 (fig. 1) was the first of his forest interiors and was exhibited to great acclaim in the year of its conception at the first Mánes exhibition. It led his contemporary František Kaván to coin the term 'mood painting' and inspired other artists including Gustav Klimt (fig. 2), Antonín Hudeček, Jan Preisler and Konstantinos Parthenis to paint similar compositions. In *Birch Mood* the proliferation of delicate birch trunks limits the visual depth of the composition and guides the viewer towards the suspected horizon where the birches blend together in a shimmering haze.

Slavíček soon tired of birch trees, describing them to a friend as the 'cats' of the forest while proclaiming that he would henceforth focus on the 'panther' of the woods – beech trees. In the present work, the emphatic verticality of the beech and fir trunks creates a sense of mystery: the heart of the forest is cloaked in darkness, illuminated by just a few rays of light coming from the left. These yellow and light green accents pierce the darkness and create a wonderful effect of soft light rippling along the forest floor, reminiscent of *Sun in the Forest* of 1898 (fig. 3). Some of the trunks are ghost-like, seemingly appearing out of thin air and disappearing into nothingness. This deliberately employed technique to enhance the mysterious atmosphere of the work is reminiscent

of the interiors of Slavíček's Danish contemporary Vilhelm Hammershøi, in whose interiors pieces of furniture often have missing or disappearing legs. By neither showing the roots or the canopy of the trees, Slavíček moved away from traditional depictions of a forest to a much more abstract, symbolist and evocative rendition

Mood became an important element of nineteenth century fin de siècle painting when the French decadents popularised nineteenth-century Swiss moral philosopher Henri-Frédéric Amiel's claim that 'landscape is a condition of the soul'. This was to become a pre-occupation that was shared by artists across Europe. Slavíček very much felt an emotional involvement with his compositions that surpassed the normal scope of Impressionism. Whilst impressionist in execution, the poetic nature of Forest verges on Symbolism.

František Kaván (see lot 12), formerly a fellow pupil of Slavíček at the studio of Julius Eduard Mařák, wrote of Slavíček's forest paintings in 1897, 'the artist never selects a motif for the sake of the motif itself. In his mind he has prepared a mood which gradually becomes more concentrated, seeking a stage on which it can assert itself. That is the main nature of his work.'

Slavíček is considered by many the father of Czech modern art. Major works by the artist are only very rarely coming up for sale. Forest is an exciting rediscovery, having been acquired in Prague by the early 1930s and having remained in the same family collection in the United States for several generations. The painting was previously owned by Salvator Kominík, a prominent Prague art dealer and collector who owned several paintings by the artist. It then went to his son, Bedrich Kominík, a lawyer who occasionally also dealt in art. The painting appears to have been part of a sale or lottery to benefit the Czech Society for the Protection of Mothers and Children. This was a charitable foundation that was mostly active in the period between the two world wars. In 1922 the Society opened a hospital in Prague in the former sanatorium of Dr Simsa that was only partly state funded. It is likely that the present work was a donation to the society to raise funds for the hospital acquisition.

The authenticity of this work has been confirmed by Dr Michael Zachař.

‡ £ 120,000-180,000 € 137,000-205,000 US\$ 163,000-245,000



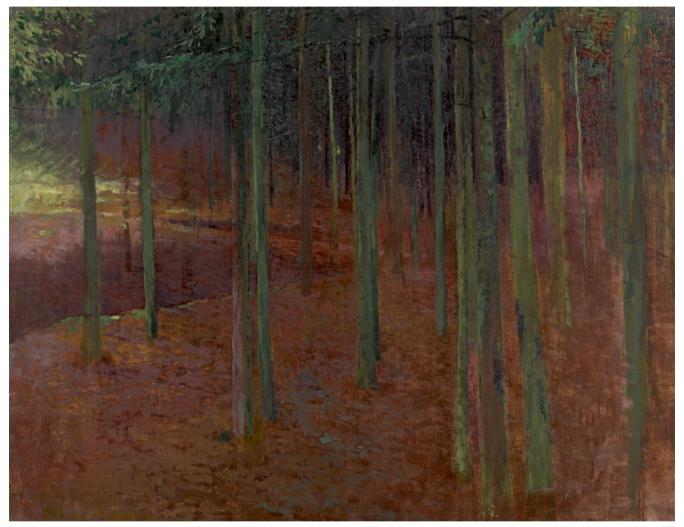
Fig. 1: Antonín Slavíček, *Birch Mood*, 1897 © National Gallery, Prague, 2017



Fig. 2: Gustav Klimt, Beechforest I, circa 1902 © Gemäldegalerie Neue Meister, Staatliche Kunstsammlungen, Dresden @ bpk / Staatliche Kunstsammlungen Dresden / Elke Estel / Hans-Peter Klut



Fig. 3: Antonín Slavíček, Sun in the Forest, 1898 © Gallery of Modern art in Roudnice nad Labem, Jiří Gordon









11

PROPERTY FROM THE ROSCH FAMILY COLLECTION

OTAKAR LEBEDA

Czech, 1877 - 1901

Landscape near Carlsbad

inscribed and signed *Carlsbad Lebeda* lower left oil on board 19.5 by 28cm., 73/4 by 11in.

PROVENANCE

Bretislav Rosch (acquired in Prague in the early 1930s) thence by descent in the family

‡ £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800 12

PROPERTY FROM THE ROSCH FAMILY COLLECTION

FRANTIŠEK KAVÁN

Czech, 1866 - 1941

Edge of a Forest

signed and dated 3. dubna 94 lower left oil on paper laid on board 18 by 28cm., 7 by 11in.

PROVENANCE

Prof. Černý, Prague Bretislav Rosch (acquired in Prague in the early 1930s) thence by descent in the family

‡ £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800 13

PROPERTY FROM THE ROSCH FAMILY COLLECTION

OLDŘICH BLAŽÍČEK

Czech, 1887-1953

The Skaters

signed *Blazicek* lower right oil on canvas 75 by 86cm., 29½ by 34in.

PROVENANCE

Bretislav Rosch (acquired in Prague in the early 1930s) thence by descent in the family

‡ ⊕ £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800 PROPERTY FROM A PRIVATE COLLECTION

NIKOS HADJIKYRIAKOS-GHIKA

Greek. 1906 - 1994

A travers la ville

signed and titled in French on the reverse oil on canvas 272 by 173cm., 107 by 68in.

PROVENANCE

Alexander Iolas, by 1975 Private collector, Athens

⊕ W £ 100,000-150,000 € 114,000-171,000 US\$ 136,000-204,000

EXHIBITED

London, Whitechapel Gallery, *Ghika: Paintings* 1934 - 1968, 1968, no. 100

Athens, National Gallery & Alexandros Soutzos Museum, *Ghika*, 1973, no. 141

London, Wildenstein Gallery, *Hadjinicolaou Nicos*, *Theophilos*, *Kontoglou*, *Ghika*, *Tsarouchis*, *Four Painters of 20th Century Greece*, 1975, illustrated in the catalogue

LITERATURE

Stelios Lydakis, *The Greek Painters – 20th Century*, Athens, 1976, vol. 2, no. 26, p. 363, illustrated

Cleanthi-Christina Valkana, *Nikos Hadjikyriakos-Ghika, His Paintings*, Benaki Museum, Athens 2011 [2012], p. 302, fig. 386

Ntora Iliopoulou-Rogan, *N. Hadjikyriakos - Ghika. The Apollonian - The Dionysian*, 1906 – 1994, Benaki Museum, Athens, 2006, p. 42, cited; p. 48-49, illustrated

The subjects and style of much of Ghika's work as well as his position as a leading figure of the Thirties Generation was a celebration of Greek culture and history; he drew his inspiration from ancient Mediterranean civilizations first and foremost, with Far Eastern art, Byzantine mosaics and Cubism also holding great importance to the artist

In the present work, Ghika transforms a city view into a labyrinth of geometrical shapes and colours. City walls, streets and trees are all

juxtaposed on the same plane defying threedimensionality and logic, in a game of sinuous and vibrant lines that intertwine towards the sky. This Byzantine and Cubist-inspired aesthetic is a familiar idiom in the oeuvre of Ghika, but his distinctively poetic geometry is cast aside for an even more emotional and directly descriptive rendering.

Beginning and ending his life in Greece, Nikos Hadjikiriakos-Ghika began his artistic scholarship under Konstantinos Parthenis in Athens, relocating to Paris to enrol at the Sorbonne, the Ranson Academy and the studio of Dimitris Galanis. This erudite, well-travelled and sophisticated background would nourish a hungry mind, open to the concept of an analytic and mathematical form of modernism. This rupture with the time-honoured tradition of the Munich School nevertheless was represented by a predominantly Parisian modernist movement, infused in theme, subject or spirit by a distinctively Hellenic character. This visual vocabulary owed much to the methodical teaching of Parthenis, with its emphasis on geometric principles, and to the Byzantine art that Ghika cherished, incorporating its 'strictness, the geometric, hierarchy,' and the work of artistic luminaries of the Parisian modernist enclave such as Pablo Picasso and Georges Braque (in Marina Lambraki-Plaka, ed., Four Centuries of Greek Painting, Athens, 1999, p. 139).



Nikos Hadjikyriakos-Ghika, *Mistras*, 1973, sold: Sotheby's, London, 22 November 2010, for £445,250



PROPERTY FROM A PRIVATE COLLECTION. **GERMANY**

LOUIS MARCOUSSIS

Polish. 1883 - 1941

Still Life with Guitar

signed and dated L Marcoussis 1914 lower centre oil on canvas 27 by 22.5cm., 10½ by 9in.

PROVENANCE

Possibly, Galerie Der Sturm, Berlin Kate Steinitz, Berlin, New York, Los Angeles (1889 - 1975; German-American artist and art historian Born Käte Traumann, she trained as an artist in Berlin and Paris. In 1913 she married Dr Ernst Steinitz and emigrated to the USA in 1936 with her husband and children. Kate collaborated with Kurt Schwitters and Theo van Doesburg on several books for children) Lipert Gallery, New York (until 1991)

Private collection, Germany

With a photo certificate by Alice Marcoussis, the artist's wife, dated 1973.

£ 50.000-70.000 € 57,000-79,500 US\$ 68,000-95,000 Still Life with Guitar and the following lot by Marcoussis are important works from the years 1912-1914, which marked the ascendancy of the Cubist movement in Europe prior to the outbreak of the First World War. Marcoussis painted only a few cubist works before he joined the French army when war was declared, and he did not resume painting until 1919, by which time Cubism had entered its late mannerist phase. Together with Emil Filla (lots 8 & 21), Marcoussis was one of only a few contemporaries whom Picasso and Braque, the inventors and pioneers of Cubism, liked and respected. Marcoussis possessed a profound understanding of the tenets of Cubism, and was able to interpret and express these ideas in a small body of pre-war work that was more insightful and accomplished than that of many of his more prolific colleagues.

In the decades that followed 1912. Cubism would continue to re-emerge and be reinterpreted in waves. However, it was these early years in which the present composition and the following lot were executed, which are considered to be the true crucible of Cubism and which established it as one of the most significant art movements of the twentieth century.

The period of 1910 to 1914 was also significant and deeply transformative for Marcoussis on a personal level. Of Polish origin, Marcoussis (Lodwicz Casimir Ladislas Markus) had moved to Paris from Krakow in 1903 to study at the Académie Julian under Jules Lefebvre. He began his painting career as an exponent of Impressionism However the penniless life of a painter did not become him and in 1907 he abandoned fine art to earn his living by drawing satirical caricatures for various French publications such as the Revue Parisienne and L'Assiette au Beurre. This more stable career,

combined with his attachment to successful illustrator Marcelle (Eva) Humbert, funded a comfortable bourgeois way of life. However, a chance encounter with poet Guillaume Apollinaire and painter Georges Braque at the Cirque Médrano in 1910 was to irrevocably change his destinv.

In 1910, the seeds of the Cubist art movement had been sown by Picasso and Braque (the first exhibition of Cubist works was to be held the following year at the Salon des Indépendents). Marcoussis was enraptured by their distinctive approach to representation and Picasso and Braque in return encouraged him to take up painting again.

Over the next two years Marcoussis's friendship with Picasso became increasingly complicated. He was drawn to Picasso's lover Fernande, and Picasso was attracted to Marcelle (fig. 1). The situation came to a head in May 1912 when Fernande left Picasso, and Picasso eloped with Marcelle to the south of France, Not long after, in late 1912. Marcoussis met Alice Halicka, another Polish émigré and painter. They were married the following summer.

Executed in 1914, the present work was not only painted at the apogee of Cubism but also at a moment that represented another crossroads for Marcoussis - the honeymoon period of the newly married and succesful professional artist at the dawn of the outbreak of the First World War. There is a palpable energy to Still Life with Guitar, which is presented as a kind of structured maze - at once frenetic and orderly, with the subdued brown and grey tones so typical of cubist works from this period punctuated by glorious bright turquoise, pink and yellow accents.



Fig. 1: Pablo Picasso, Guitar (I love Eva), 1912 @ Musée Picasso, Paris © Succession Picasso/DACS, London 2017



PROPERTY FROM A PRIVATE COLLECTION, GERMANY

LOUIS MARCOUSSIS

Polish. 1883 - 1941

Still Life with Chessboard

signed with the artist's monogram upper left charcoal and ink wash on paper 63 by 45cm., 243/4 by 173/4in.

PROVENANCE

Alice Halicka (Estate of the artist)
Galerie Der Sturm, Berlin
Walter Schwarzenberg, Brussels
Toni Stadler, Munich (1888 - 1982; son of Anton
von Stadler, Austrian landscape painter and
co-founder of the Munich Secession in 1893. Toni
trained in the arts from an early stage, mainly in
sculpture. Between 1946 and 1958 he was head of
the sculpture class at the Munich Art Academy)
Dr. Phil Ruprecht Kurzrock, Berlin
Lipert Gallery, New York (until 1991)
Private collection, Germany

EXHIBITED

Bruxelles, Le Centaure Gallery (label on the reverse)

£ 40,000-60,000 € 45.400-68.500 US\$ 54.500-81.500 Executed in 1912, Still Life with Chessboard dates from the best period of the artist's career (see also note to previous lot). Just one year later Marcoussis would exhibit three works at the Salon des Indépendants, along with artists including Gleizes, Archipenko and Metzinger, and at the First German Salon d'Automne held at Galerie Der Sturm, Berlin. Featuring over 350 works by over eighty different painters, this was a key exhibition for the promotion of the new avantgarde movements.

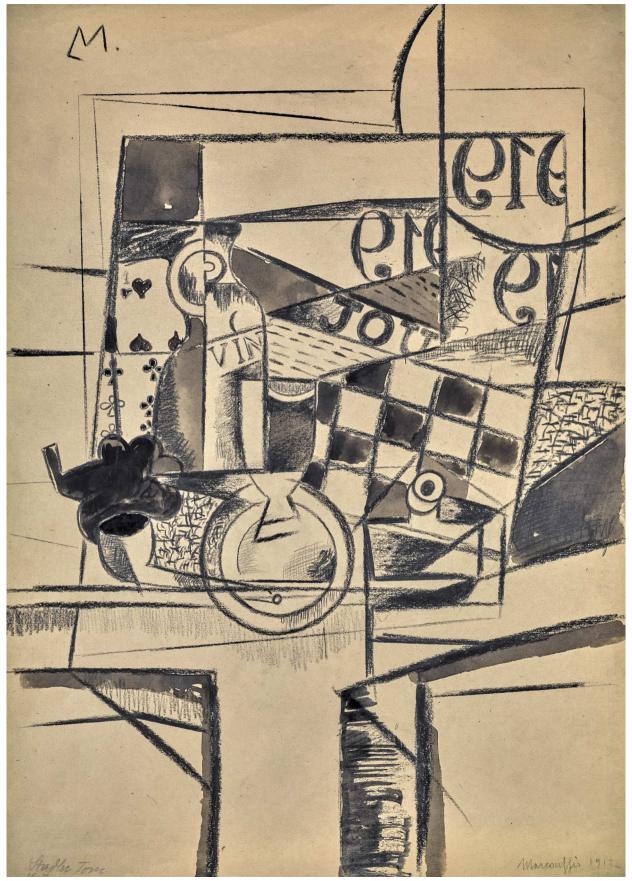
The early stages of Cubism were centred on the graphic deconstruction of an object and its re-presentation from multiple viewpoints, typically in a limited, mainly brown palette. Marcoussis experimented with this deconstruction of objects and planes that defined analytical Cubism. Marcoussis's cubist components consist mainly of overlapping

rectangular and polygonal forms, and elements of typography. Whilst inspired by the work of Braque and Picasso, the carefully balanced rhythms in Marcoussis's cubist forms suggest the presence of an overriding schematic design, and in this regard, his early cubist works demonstrate a strong affinity with the Cubism of Albert Gleizes. Jean Metzinger, and the other painters in the so-called Puteaux group centered around the brothers Marcel Duchamp and Jacques Villon. The Puteaux artists were interested in mathematical theories of proportion, the 'golden section' of the ancient Greek mathematician Euclid, And indeed, Marcoussis first exhibited his cubist paintings at the Section d'Or exhibition in October 1912. Organized by the Puteaux artists, this proved to be the last great group enterprise of the Cubist movement

'Wishing to reach the dimension of the ideal, not restricted to humanity, young painters offer us works more intellectual than sensorial. They move away more and more from the ancient art of optical illusions and circumscribed proportions to express the greatness of metaphysical forms'

GUILLAUME APOLLINAIRE

Les Peintres cubistes



PROPERTY FROM THE ESTATE OF JANET TOCATLI JAGLOM

MARCEL JANCO

Romanian, 1895 - 1984

Inferno

signed and dated *M. Janco 915* lower left oil on board 66 by 93.5cm., 26 by 36³/4in.

PROVENANCE

Galerie Palette, Zurich Sale: Gordon Gallery, Tel Aviv, 15 & 16 May 1982, lot 46

Purchased at the above sale by the present owner

EXHIBITED

Zurich, Kunsthaus, as *Seilziehen (Tug of War)* (label on verso)

Düsseldorf, Kunstverein Düsseldorf, *DADA*, *Dokumente einer Bewegung*, 1958, no. 41 Amsterdam, Jewish Historical Museum & Jerusalem, The Israel Museum, *Jewish Avant-Garde Artists from Romania*, 2011

The authenticity of this work has been confirmed by Dadi Janco.

‡ ⊕ £ 80,000-120,000 € 91,000-137,000 US\$ 109,000-163,000 Painted in 1915, *Inferno* is a seminal early Dada work by Marcel Janco, one of the inventors and founding members of the Dada movement.

The stage like setting of the present work and the raw energy of the naked figures anticipates the Dada shows at the *Cabaret Voltaire*. The circular group of rope pullers are compositionally reminiscent of Matisse's *Dance* of 1910, whilst the chiaroscuro and modelling of the figures harks back to Goya and his nightmarish visions (fig.1). The ominous blue cubist figures in the right part of the composition echo those of Otakar Kubin and Bohumíl Kubišta. This personal synthesis of various ideas and artistic styles into something truly new and original is a hallmark of Janco's best works.

The late nineteenth and early twentieth century was the golden age of modern art in central Europe. The nations encompassed by the Austro-Hungarian Empire (modern-day Poland, Hungary, Czech Republic, Romania, Croatia) consciously embarked on a process of modernisation of their economies and their cultural output, especially the visual arts. It was a time during which high culture enjoyed an especially privileged status and was greatly supported by the state. Architecture, the visual and plastic arts were perceived as indicators of a country's level of civilisation and thus became a vital part of state representation. This led to a great, energetic current of cultural modernisation sweeping across the empire, in which each generation of new artists would develop novel intellectual, aesthetic and spiritual concepts and values. The modernisation of art took place in a similar fashion among the artists of every nation in the Austro-Hungarian monarchy, because each nation closely observed what was unfolding in the others. International exhibitions and training at the academies in Munich. Vienna and Paris internationalised art and led to a fertile crosspollination of new ideas and artistic movements.

Marcel Janco was the model exponent of this era of febrile innovation and high culture. He was one of the leading Romanian Jewish intellectuals of his generation, a multifaceted and talented painter, writer, theorist, publisher, architect, stage designer and theatre producer. His art encompassed Symbolism, Futurism, Cubism, Expressionism and Primitivism. While he is best known today for his involvement with Dada and

Ein Hod, and for his impact on the Israeli avantgarde in the late 1940s and 50s, his oeuvre explores and bridges multiple genres. He was a leading exponent of Constructivism and a brilliant architect and urban planner who changed the face of Bucharest. At the heart of his intellectual and artistic quest, however, was always a philosophy of questioning the status quo and a love for artistic experimentation and for breaking boundaries

Janco was born into a well-to-do upper-middle class family in Bucharest, and was raised in a cultured and tolerant environment. He moved to Zurich as a student to become an architect, but soon came into contact with Hugo Ball, Tristan Tzara and Richard Huelsenbeck. As well as exhibiting at the Dada group shows, Janco was also responsible for their poster advertisements, the stage sets and costume designs at the Cabaret Voltaire and for some of its productions. Purposefully wild and primitive in nature, these performances were intended to challenge traditional society and art. Disillusioned with Western culture and repulsed by war, the Dadaists violently attacked conventions in poetry, photography, sculpture, painting and collage. Their anarchic, uninhibited performance nights at the Cabaret Voltaire became infamous, shocking and exhilarating their audiences.

Janco saw Dada as an artform that was a force of physical instincts; he was interested in raw and primitive art, generated by 'the instinctive power of creation'. Through its expression of energy and physicality, *Inferno* epitomises these concepts. The naked rope pullers appear like a macabre act or whirling marionettes on stage, controlled by the looming blue figures to the right, surely a reference to the powers behind the onset of the First World War.

Janco was greatly admired by his contemporaries. His impact on the development of western and central European and Israeli art and culture were significant. He was a true visionary who was generous in sharing his ideas with others. At the onset of the Second World War Janco remained in Romania despite having received a special passport and travel documents, to help Jewish refugees from other Nazi-occupied European countries. He was eventually forced to emigrate.



Fig. 1: Francisco Goya, Witches Flight, 1798, Prado Museum



PROPERTY FROM A PRIVATE ISRAELI COLLECTION

JANKFI ADI FR

Polish. 1895 - 1949

Der Beginn des Aufruhrs (Beginning of the Revolt)

oil on canvas 111 by 85cm., 43³/₄ by 33¹/₂in.

PROVENANCE

Peter Watson collection, London (by 1948) Private collection, Israel; thence by descent to the present owner

LITERATURE

Stanley William Hayter, *Jankel Adler*, London, 1948, no. 32, catalogued and illustrated Anna Klapheck, *Jankel Adler*, Recklinghausen, 1966, p. 23, no. 65, catalogued; p. 65, illustrated Amishai-Maisels, in *Artibus et historiae: rivista internazionale di arti visive e cinema*, 1988, p. 62-63, fig. 11, catalogued and illustrated Annemarie Heibel, *Jankel Adler (1895-1949)*, doctoral thesis, vol. 2, Munster, 2016, p. 322, no. WV 236, catalogued & illustrated

EXHIBITED

London, Redfern Gallery, *Jankel Adler*, 1943, no. 16 London, 1959, no. 5

Jerusalem, Israel Museum, Jankel Adler: on the occasion of the 20th anniversary of the artist's death - from collections in Israel, 1969, no. 33 Düsseldorf, Städtische Kunsthalle, Jankel Adler, 1895-1949, no. 96, illustrated in the catalogue

‡ ⊕ £ 35,000-55,000 € 39,500-62,000 US\$ 46,500-73,000

Painted in 1943 during the Second World War, Beginning of the Revolt is an essentially tragic and anarchic view of the human condition that closely relates to No Man's Land of the same year in the collection of the Tate Gallery, London. Underpinning Adler's work is an intensely organized structure and carefully composed response to the turmoil of his time. Here, a raven, symbol of death and sadness, has come to roost among the amputated, mutilated branches of a rootless, dead tree. Where there was previously life there is now desolation. The muted palette heightens the ghostly bleakness of the scene, conveying a sense of silent despair. The title of the painting, however, suggest resilience and revolt- despair and desolation will not lead to defeat. Death will lead to rebirth and new beginnings. Adler lost all his family in the holocaust, and the works he made during the 1940s were clearly a response to this loss and his own experiences as a refugee.

Adler was born near Lodz in Poland in 1895, the eighth of ten children, to devout Jewish parents. He moved to Germany in 1913 where he established himself as a significant force in the German art world of the 1920s, participating in every important Expressionist show. He befriended Otto Dix and Paul Klee, with whom he taught at the Düsseldorf Academy and shared a studio. Adler's successful German period was cut short in 1933 with the rise to power of the Nazi party. As a member of radical groups and a Jew, he was a prime target. He fled to France and later to Poland. His work was declared degenerate and removed from museum collections, and was included in the notorious 1937 Entartete Kunst (Degenerate Art) exhibition organised by the Nazi regime. He returned to France in 1937 and lived there until he joined the free Polish Army in 1940, and retreated with its forces to Scotland. Having spent the first part of the Second World War in Glasgow, in 1942 Adler moved to London, where he once again was in the centre of a lively artistic scene, part of an influx of artists who had fled the continent and who had a strong influence on young British artists.





19

JOSEF SUDEK

1896 - 1976

Window of my Studio I, Prague, 1950

Vintage silver print. With the photographer's stamp and annotations in pencil in an unknown hand on the reverse. Unframed. 16.5 by 12cm., 6½ by 5in.

PROVENANCE

Sale: Swann, New York, 21 October 2008, lot 191 Stephen Cohen Gallery, California

As for most photographers, Sudek's photography was a reflection of his inner eye, his personal taste and his relationship with the surrounding world. His enduring fascination with light, and its absence, is at the root of some of the most haunting photographs of the twentieth century. He was willing to wait for hours, sometimes days to capture light at a particular angle.

As a photographer, he was also particularly concerned with the quality of the photographic print, which is an essential component in terms of the expressive potential of an image. He pushed photography beyond its preoccupations with painterly and modernist styles to explore his own particular form of romanticism. Sudek's mastery of the pigment printing process enabled him to produce highly atmospheric and evocative images, thereby reaping all of the reflective and descriptive power of the gelatin silver print.

Prague during the first half of the twentieth century was a veritable hub of artistic activity, and Sudek had been drawn to photography from his early teens. The loss of his right arm during the First World War and the difficulties he now encountered in transporting photographic equipment did not deter him. In the decades during which Sudek took photographs he returned to the same subjects, forming extensive

series that came to be among his most famous works. His own studio was one such inspiration. "Sudek's studio window became an object of abiding fascination—rather like the surface of a canvas—reflecting moments of exquisite tenderness and hope when a flowering branch brushed against its pane, or of poignant melancholy when he observed the world beyond his window transformed by the playful infinity of mist." (Ann Thomas & Vladimir Birgus, *The Intimate World of Josef Sudek*, Paris, 2016).

Sudek had his first solo exhibition in Prague in 1933, and in 1936 his work was shown alongside that of László Moholy-Nagy, Man Ray, and Alexander Rodchenko at the city's International Photography Exhibition.

⊕ £ 8,000-12,000 € 9,100-13,700 US\$ 10,900-16,300



20

PROPERTY FROM A DUTCH PRIVATE COLLECTION

JOSEF SUDEK

Czech, 1896 - 1976

Egg in an Egg Cup

silver print, printed circa 1936, dry-mounted to card, signed Sutnar in pencil on the reverse. Unframed.

39.5 by 29.5cm., 15½ by 11½in.

PROVENANCE

Ladislav Sutnar, Prague, by 1936 (Sutnar (1897 – 1976), was a Bohemian designer who implemented Constructivist language into advertising and industrial design. He studied painting at the School of Applied Arts and later taught design at the State School for Graphic Arts in Prague. He moved to the United States in 1939.)

Ex Libris, New York (by circa 1980) Purchased from the above by the present owner

The chrome-plated steel egg cup in this photo was designed by Ladislav Sutnar. Sudek often took photographs of Sutnar's design pieces, transforming these objects into surreal compositions.

An edition of this photo is currently held at the Sutnar Archive at the Cooper-Hewitt Museum, New York, and was exhibited at the Ladislav Sutnar: Prague, New York: Design in Action exhibition at the Museum of Decorative Arts in Prague, 2003.

⊕ £ 8,000-12,000 € 9,100-13,700 US\$ 10,900-16,300

PROPERTY FROM THE COLLECTION OF DR MED LIANA POSSELT

LOTS 21-54

Born in Brno, Dr med. Liana Posselt emigrated to Canada as a young woman, where she continued her education and became a successful surgeon. Once back in Europe, she was captivated by the work of Czech modern artists and by the end of the 1990s she had assembled an exquisite collection featuring works by some of the most important modern Czech artists, including František Foltýn, Emil Filla, Josef Šíma and Vaclav Špála, as well as important Art Deco furniture. Liana Posselt showed great foresight in her collection, and built a concise and representative collection at a time when Czech modern art was neglected by the international public and institutions. Sotheby's is delighted to have been entrusted with the sale of part of this collection.

Surrealism and Cubism found a fertile breeding ground in Prague at the turn of the century and flourished with the works of young Czech artists, helped by ground-breaking exhibitions mounted by the Manés Association of Artists (S.V.U Manés). The influence of Cubism is clearly visible in works by artists including Filla, Bohumír Matal, František Gross, and Foltýn. The true jewel of the collection, Foltýn's *Blue Madonna* not only encapsulates Liana Posselt's vision and taste, but is also a reflection of her enduring love for her country, and especially Moravia.

21

EMIL FILLA

Czech, 1882 - 1953

Still Life with Guitar

signed and dated *Emil Filla 29*. lower right oil and tempera on canvas 58 by 43cm., 22³/₄ by 17in.

PROVENANCE

Mánes Group show, no. 454 (label on reverse) Sale: Auktionshaus J. Weiner, Munich, 15 May 1991, lot 13a

Purchased at the above sale by the present owner

⊕ £ 60,000-80,000 € 68.500-91.000 US\$ 81.500-109.000 Emil Filla was at the epicentre of the avantgarde in Bohemia, and it is predominantly as a result of his impact that Prague has come to be recognised as the second most important centre for Cubism after Paris.

Following extensive travels across the continent, he pioneered an idiosyncratic Czech national style at the confluence of European modern art movements. This so-called 'Cubo-Expressionism' synthesised the troubled spiritual atmosphere of central Europe, as exemplified by Edvard Munch and the *Die Brücke* artists, with the pictorial structure of the Paris Cubists. It soon became the hallmark of the group *Osma* (the Eight) and the Group of Fine Artists, co-founded by Filla in 1911.

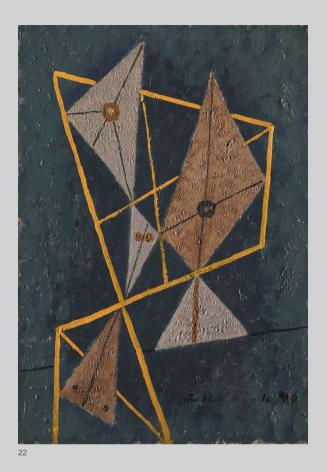
By the end of the 1920s, Filla had joined the S.V.U. Mánes group and was adopting a more orthodox Cubist technique to deconstruct the surrounding world, evident in *Still Life with Guitar*.

In such works, the artist moves away from the metaphysical and focuses on expressing his affinity for the concrete and physical realm.

Although unlike its French counterpart Czech Cubism often touched on religious and symbolist themes, the present work, which is related to the important frescoes by the artist in Mánes, Prague, is very Parisian in subject matter. The guitar, one of the most recurring motifs in Filla's still-lifes, immediately attracts the viewer's attention in the top right corner with a double shadow in black and olive. Next to it, there is a bowl of fruit with grapes and what might be a part of a newspaper in front of it on the table. The remaining shapes have become mere reminders of objects in a painting that verges on the abstract, displaying harmony of form and colour.

The authenticity of this works has been confirmed by Dr Karel Srp.







2:

22

FRANTIŠEK HUDEČEK

Czech. 1909 - 1990

Head III

signed and dated *Fr Hudeček 46* lower right; inscribed, titled in Czech and dated on the reverse oil on paper laid on board 30.5 by 22cm., 12 by 83/4in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ £ 1,500-2,500 € 1,750-2,850 US\$ 2,050-3,400 23

BOHUMÍR MATAL

Czech, 1922-1988

Human in the City, City in the Human

signed and dated MATAL 47 lower left oil on canvas 50 by 39.5cm., 193/4 by 151/2in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800 24

ALOIS WACHSMAN

Czech, 1898 - 1942

Standing Woman

with the artist's estate stamp on the reverse oil on canvas board 54 by 46cm., 211/4 by 18in.

PROVENANCE

Estate of the artist Purchased by the present owner in the 1990s

EXHIBITED

Prague, S.V.U. Mánes, 1947, no. 25 Painted *circa* 1930.

£ 12,000-18,000 € 13,700-20,500 US\$ 16,300-24,500



FRANTIŠEK FOLTÝN

Czech. 1891-1976

Blue Madonna

signed *FOLTYN* lower right oil on canvas 110 by 101cm., 43¹/₄ by 39³/₄in.

PROVENANCE

Milan Heidenreich, Gothenburg (prominent collector of Czech modern art; a large part of his collection was sold by Sotheby's London in 1997 & 1998)

Purchased from the above in the early 1990s by the present owner

EXHIBITED

Passau, Museum Moderner Kunst; Salzburg, Salzburger Landessammlung Rupertinum; Graz, Kulturhaus der Stadt Graz, *Tschechischer* Kubismus: Emil Filla und Zeitgenossen, 1991

LITERATURE

Jiři Hlušička, Oskar Kokoschka, Gerwald Sonnenberg, *Tschechischer Kubismus: Emil Filla und Zeitgenossen*, Gothenburg, 1991, p. 193, illustrated

⊕ £ 250,000-350,000 € 284,000-398,000 US\$ 340,000-475,000 Painted between 1922 to 1924, the year of his arrival in Paris, *Blue Madonna* is an exquisite example of Foltýn's cubist phase and an homage to his native land.

Framed by the distant Šumava Mountains and the wooded hills near the town of Stachy in southern Bohemia, Foltýn's birthplace, a mother stands holding her baby. The vivid blue of the three triangular mountains and of the woman's dress, and the classical composition are clear references to the catholic iconography of Virgin with Child and evoke depictions of the Madonna and Child by Raphael and other Renaissance masters. However, in all her simplicity, Foltýn's Madonna defies any concept of perfect beauty. In fact, the title of a related work in the collection of the Moravian Gallery in Brno, Slovenska madona (fig.1), suggests the artist might have been searching for a more universal and patriotic meaning, where the Madonna comes to symbolise the Slavic spirit.

The vivid blues and energetic staccato brushworks are typical of Foltýn's works from this period, and in style and execution *Blue Madonna* closely relates to Foltýn's self-portrait of 1922 (fig. 2), and *Raskolnikov* of 1922 (fig. 3).

It was not uncommon for Foltýn to elaborate on a theme and to rework important compositions. For example, there are two known versions of his portrait of Dostojevsky, and two versions of *Imperialism* of 1925. His self-portrait of 1922 reappears in his portrait of Raskolnikov, while the Madonna's blue folds echo those in the portraits of Raskolnikov and Dostojevski, and in Foltýn's own self-portrait. This element of repetition and elaboration continued throughout Foltýn's oeuvre and is also evident in his later landscapes and abstract works.

In contrast to the unsigned *Slovenska Madona* in the Moravian Gallery in Brno, the present work is both signed and markedly more Cubist in conception, the angular and geometrical shapes heightened by the staccato brushstrokes. This is notably visible in the drapery, the sky and the depiction of the landscape, which also harks back to earlier depictions of Mukačevo, Rybník and Horska Vesnice from 1922. This would suggest that *Blue Madonna* is the culmination of Foltýn's developing thoughts on, and ambitions for, this composition.



Fig. 1: František Foltýn, Slovenska Madona, 1924, Moravian Gallery, Brno © František Foltýn, OOA-S www.ooas.cz 2017



Fig. 2: František Foltýn, Self-portrait, 1922, Muzeum umění Olomouc © František Foltýn, OOA-S www.ooas.cz 2017



Fig. 3: František Foltýn, Portrait of Raskolnikov, 1922, Moravian Gallery, Brno © František Foltýn, OOA-S www.ooas.cz 2017







BOHUMÍR MATAL

Czech, 1922-1988

Grey Abstract

signed and dated MATAL 61 lower right oil on board 48 by 34.5cm., 122 by 87½in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ £ 2,500-3,500 € 2,850-4,000 US\$ 3,400-4,750

27

JULES LELEU

French, 1883 - 1961

Cabinet

circa 1927 amaranth, ivory, with ivory inlay 130 by 38 by 27cm., 51½ by 15 by 105½in.

PROVENANCE

Galerie Claude Art Deco, Cologne Acquired from the above by the present owner in 2009

LITERATURE

Mobilier et Décoration, Paris, 1928, pp. 79-80 for the model with floral motif

Viviane Jutheau, *Jules et André Leleu*, Neuchâtel, 1996, p. 52 for the model with floral motif

Françoise Siriex, *The House of Leleu: Classic French Style for a Modern World 1920-1973*, New York, 2008, p. 152 for the model with floral motif

W £ 3,000-5,000€ 3,450-5,700 US\$ 4,100-6,800



JULES LELEU

French. 1883 - 1961

Occasional Table

circa 1926

burr walnut veneer over mahogany, with ivory inlay impressed with facsimilie signature *J. Leleu* 54.8 by 75.5 by 58cm., 21½ by 29¾ by 22½in.

PROVENANCE

Galerie Claude Art Deco, Cologne Acquired from the above by the present owner in 2011

LITERATURE

Mobilier et Décoration, Paris, September, 1926, p. 67 Viviane Jutheau, Jules et André Leleu, Neuchâtel, 1996, p. 40 Françoise Siriex, The House of Leleu: Classic French Style for a Modern World 1920-1973, New York, 2008, p. 134

W • £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800

29

EDGAR BRANDT

French, 1880 - 1960

Console and Mirror

circa 1925

wrought iron, Portor marble, mirrored glass each impressed E BRANDT console: 76 by 78 by 39cm., 30 by 30 3 4 by 5 3 8in. mirror: 106.5 by 72 by 2 cm., 41 3 4 by 28 3 8 by 3 3 4in.

PROVENANCE

Galerie Claude Art Deco, Cologne Acquired from the above by the present owner *circa* 2010

LITERATURE

Mobilier et Décoration, Paris, 1924, p. 14 for a related mirror Guillaume Janneau, Le Fer à L'Exposition Internationale des Arts Décoratifs Modernes, Paris, 1925, pl. 19 for stylistically related examples

W £ 8,000-12,000 € 9,100-13,700 US\$ 10,900-16,300









30

BOHUMÍR MATAL

Czech, 1922-1988

Bird

signed and dated *MATAL 60* lower right; dedicated in Czech *to Jarmile K 5.11.78* on the reverse oil on board 49 by 61cm., 19¹/₄ by 24in.

PROVENANCE

Jarmile (a gift from the artist, 1978) Purchased by the present owner in the 1990s

EXHIBITED

Zlín, Gallery of Fine Arts of the Gottwaldov Region, 1982, no. 84

⊕ £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800 31

BOHUMÍR MATAL

Czech, 1922-1988

Green Abstract

signed and dated *MATAL 77* lower left oil on board 67.5 by 50cm., 170 by 127in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800





33

BOHUMÍR MATAL

Czech, 1922-1988

32

Performing Bird

signed and dated MATAL 78 lower right; signed, dated and titled in Czech on the reverse oil on board 59.5 by 45cm., 151 by 114in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800

BOHUMÍR MATAL

Czech, 1922-1988

Marketà with Rabbit

titled and dedicated in Czech on the reverse oil on board 60 by 45cm., $23\frac{1}{2}$ by $17\frac{3}{4}$ in.

PROVENANCE

Ms Markéte Purchased by the present owner in the 1990s

⊕ £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800

FRANTISEK GROSS

Czech, 1909-1985

Breakfast

signed *F. Gross* lower right oil on board 118 by 102cm., 2993/4 by 259in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ £ 6,000-8,000 € 6,900-9,100 US\$ 8,200-10,900

35

MAXIME OLD

French, 1910 - 1961

Sideboard

circa 1936

Macassar ebony veneered oak, oak, sycamore, brass branded with facsimile signature *Maxime Old* 100 by 211 by 54 cm., 393/8 by 83 by 211/4in.

PROVENANCE

Galerie Claude Art Deco, Cologne Acquired from the above by the present owner, 2001

LITERATURE

Art et Décoration, Paris, 1937, p. 115 Yves Badetz, Maxime Old, Paris, 2000, pp. 37-38

W £ 4,000-6,000 € 4,550-6,900 US\$ 5,500-8,200





FRANTIŠEK FOLTÝN

Czech, 1891-1976

Abstract Composition

signed and dated $folt \acute{y}n / 37$ lower right watercolour and pencil on paper 51 by 41cm., 20 by 16in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ £ 2,500-3,500 € 2,850-4,000 US\$ 3,400-4,750

36A

EDGAR BRANDT

French, 1880 - 1960

Sideboard

circa 1932

Macassar ebony veneered mahogany, gilt bronze, glass 96.5 by 276.5 by 54.5 cm., 38 by 107% by 21%in.

PROVENANCE

Galerie Claude Art Deco, Cologne Acquired from the above by the present owner, *circa* 2002

LITERATURE

Mobilier et Décoration, Paris, January, 1934, p. 7 Friedrich Claus, Friedrich Walter, eds, *Edgar Brandt:* Kunstschmied der Art Déco, exh. cat., Cologne, 2002, pp. 58-61, illustrated

W £ 25,000-35,000 € 28,400-39,800 US\$ 34,000-47,500



36







38

EDGAR BRANDT

French, 1880 - 1960

Table Lamp

circa 1921 wrought iron, alabaster impressed *E BRANDT* 51.5cm., 20¹/₄in.

PROVENANCE

Galerie Claude Art Deco, Cologne Acquired from the above by the present owner, 2010

LITERATURE

Art et Décoration, vol. 39, January-June, 1921, p. 76 for a closely related example Edgar Brandt, ed., Galeries Edgar Brandt Paris, sales catalogue, Paris, n.d., n.p. for a related example Friedrich Claus, Friedrich Walter, eds, Edgar Brandt: Kunstschmied der Art Déco, exh. cat., Cologne, 2002, pp. 30-31, illustrated

W £ 1,500-2,500 € 1,750-2,850 US\$ 2,050-3,400

39

EDGAR BRANDT

French, 1880 - 1960

Occasional Table

circa 1932

Macassar ebony veneered mahogany, gilt bronze with metal plaques numbered 1937 and 3182 59.6 by 84 cm. diameter, 23% by 33½sin.

PROVENANCE

Galerie Claude Art Deco, Cologne Acquired from the above by the present owner, *circa* 2002

LITERATURE

Mobilier et Décoration, Paris, March, 1934, p. 9 Friedrich Claus, Friedrich Walter, eds, *Edgar Brandt: Kunstschmied der Art Déco*, exh. cat., Cologne, 2002, pp. 63-66, illustrated

£ 8,000-12,000 € 9,100-13,700 US\$ 10,900-16,300

JOSEF LADA

Czech, 1887-1957

Couple with Dog

signed and dated *JOS. LADA 39.* lower right ink, gouache and watercolour on board 50 by 65.5cm.,19½ by 25¾in.

PROVENANCE

Sale: Auktionshaus Peter Karbstein, Düsseldorf, 6 October 1990, lot 50 Purchased at the above sale by the present owner

⊕ £ 5,000-7,000

€ 5,700-8,000 US\$ 6,800-9,500



EDGAR BRANDT

French, 1880 - 1960

Wardrobe

circa 1932

Macassar ebony veneered mahogany, mahogany, gilt bronze 172 by 143 by 58.5cm., $67^3/4$ by $56^1/4$ by 23 in.

PROVENANCE

Galerie Claude Art Deco, Cologne Acquired from the above by the present owner, *circa* 2002

LITERATURE

Mobilier et Décoration, Paris, January, 1934, p. 5 for a related example, p. 7 for a closely related sideboard Dieter Weidmann, Art Déco: Der Stil der 20er und 30er Jahre, Munich, 1995, pp. 37, 171, illustrated Friedrich Claus, Friedrich Walter, eds, Edgar Brandt: Kunstschmied der Art Déco, exh. cat., Cologne, 2002, pp. 62-63, illustrated

W £ 12,000-18,000 € 13,700-20,500 US\$ 16,300-24,500





41

BOHUMÍR MATAL

Czech, 1922-1988

Abstract

signed and dated MATAL 65 lower right oil on canvas laid on board 41.5 by 33cm., 105½ by 83¾in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ £ 2,000-3,000 € 2,300-3,450 US\$ 2,750-4,100 42

VLASTIMIL BENEŠ

Czech, 1919 - 1981

Houses

signed and dated *Benes 74* lower right oil on board 35.5 by 43cm., 14 by 17in.

PROVENANCE

Gallery of Čapek Brothers, Prague, no. 24 (label on the reverse) Sale: Auktionshaus Peter Karbstein, Düsseldorf, 28 March 1990, lot 69 Purchased at the above sale by the present owner

⊕ £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800



43

PRAVOSLAV KOTÍK

Czech, 1889 - 1970

A Promenade

signed and dated *P Kotik 1928* lower left oil on canvas laid on board 45 by 38.5cm., 173/4 by 15in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ £ 5,000-7,000 € 5,700-8,000 US\$ 6,800-9,500



ÉMILE-JACQUES RUHLMANN

French, 1879 - 1933

Set of Eight 'Drouant' Chairs

circa 1925

Brazilian rosewood, with fabric upholstery four branded with facsimile signature *Ruhlmann* (8)

each: 83 by 42 by 53.5 cm., 325/8 by 161/2 by 211/8in.

LITERATURE

Florence Camard, *Ruhlmann*, Paris, 1983, p. 92, 125, 149, 254 Emmanuel Bréon, *Jacques-Émile Ruhlmann: Mobilier*, Paris, 2004, p. 46

Emmanuel Bréon, Pepall Rosalind, *Ruhlmann*, *Un génie de l'Art Déco*, Paris, 2004, pp. 57, 200, 206, p. 270 for a drawing Florence Camard, *Jacques Émile Ruhlmann*, Saint-Rémy-en-l'Eau, 2009 pp. 188, 207, 310, 427

W ∘ £15,000-20,000 €17,100-22,700 US\$ 20,400-27,200



BOHUMÍR MATAL

Czech, 1922-1988

Woman in Red

signed and dated *MATAL - 56*. lower right oil on canvas 81 by 81.5cm., 32 by 32in.

PROVENANCE

Sale: Auktionshaus Peter Karbstein, Düsseldorf, 6 October 1990, lot 78

Purchased at the above sale by the present owner

See catalogue note at SOTHEBYS.COM

⊕ £ 10,000-15,000 € 11,400-17,100 US\$ 13,600-20,400

46

PAUL DUPRÉ LAFON

French, 1900 - 1971

Illuminated Modular Console / Dining Table

circa 1940

the hinged flap top inset with an electrically illuminated glass panel

Brazilian rosewood, oak, nickel plated metal, frosted glass with leaves, when open: 74 by 183 by 95 cm., 291/8 by 72 by 37 3/8in.

LITERATURE

Thierry Couvrat Desvergnes, *Paul Dupré-Lafon: décorateur des millionnaires*, Paris, 1990, p. 106, p. 107 for a technical drawing

W • £15,000-20,000 €17,100-22,700 US\$20,400-27,200





JULES LELEU

French, 1883 - 1961

Cabinet, model no. 835

circa 1925

burr walnut veneered oak, rosewood, sycamore, ivory, glass impressed with facsimile signature $\it J.Leleu$ 128.4 by 79 by 34cm., 50 3 4 by 31 1 6 by 13 3 6in.

PROVENANCE

Galerie Claude Art Deco, Cologne Acquired from the above by the present owner, 2011

LITERATURE

Mobilier et Décoration, Paris, October, 1927, pp. 128, 131 for a closely related example

Emmanuel Bréon, Bruno Foucart, Bruno Gaudichon, et al, Leleu: 50 ans de mobilier ed de decoration 1920-1970, exh. cat., Paris, 2007, pp. 67-68 for the model with a floral motif Françoise Siriex, The House of Leleu: Classic Style for a Modern World 1920-1973, New York, 2008, p. 148 for a related example, p. 469 for a drawing of the model with a floral motif

W • £ 8,000-12,000 € 9,100-13,700 US\$ 10,900-16,300



BOHUMÍR MATAL

Czech, 1922-1988

Brno

signed and dated MATAL 1949. lower left; signed and dated on the reverse oil on canvas 97.5 by 131cm., $38^{1}/_{2}$ by $51^{3}/_{4}$ in.

PROVENANCE

Sale: Auktionshaus J. Weiner, Berlin, 15 May 1991, lot 2 Purchased at the above sale by the present owner

⊕ W £ 10,000-15,000 € 11,400-17,100 US\$ 13,600-20,400

49

JULES LELEU

French, 1883 - 1961

Pair of Armchairs, model no. 905

circa 1927 rosewood, inlaid ivory, with fabric upholstery (2) each: $78.5 \times 70.5 \times 90.5$ cm ($30\% \times 27\% \times 35\%$ in.)

PROVENANCE

Galerie Claude Art Deco, Cologne Acquired from the above by the present owner, 2009

LITERATURE

Viviaane Jutheau, *Jules et André Leleu*, Neuchâtel, 1996, front cover, p. 52

Françoise Sirex, *The House of Leleu: Classic Style for a Modern World 1920-1973*, New York, 2008, p. 152, p. 458 for a drawing

W £ 15,000-20,000€ 17,100-22,700 US\$ 20,400-27,200











MILAN KUNC

Czech, b. 1944

Tuscany - Secret Council

signed and dated M. Kunc 1997 lower left; signed, titled and dated in German on the stretcher oil and gold leaf on canvas 110 by 110cm., 43¹/₄ by 43¹/₄in.

PROVENANCE

Purchased by the present owner in the 1990s

Erfurt, Kunsthalle; Prague, National Gallery, Milan Kunc: Bilder 1973 - 2006, 2007 - 08, illustrated in the catalogue St Moritz, Galeria Andrea Caratsch, Milan Kunc: Gold Paintings, 2012 - 13, illustrated in the catalogue

⊕ £ 3.000-5.000 € 3,450-5,700 US\$ 4,100-6,800

51

MILAN KUNC

Czech, b. 1944

The Three Graces: Agriculture, Nuclear Power and Chemistry

oil on canvas 160 by 130cm., 63 by 51in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ W £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800

52

MILAN KUNC

Czech, b. 1944

Clowns

signed and dated M Kunc 1997 lower left oil on canvas 110 by 130cm., 43½ by 51¼in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ £ 1,500-2,500 € 1,750-2,850 US\$ 2,050-3,400





54

53

MILAN KUNC

Czech, b. 1944

Resting Woman

signed and dated *M Kunc 1988* lower right; signed and titled in German on the stretcher oil on canvas 74 by 100cm., 188 by 254in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ £ 5,000-7,000 € 5,700-8,000 US\$ 6,800-9,500

54

MILAN KUNC

Czech, b. 1944

Sharks

signed and dated *M. Kunc* 1992 lower right; signed on the stretcher oil on canvas 140 by 190cm., 55 by 7434in.

PROVENANCE

Purchased by the present owner in the 1990s

⊕ W £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800



55 (i)



55 (ii)

JAN ZRZAVÝ

Czech, 1890 - 1977

Boats in the Harbour & Diana (Two Works)

(i) signed and dated Jan Zrzavý / 48 lower right (ii) signed Jan Zrzavý lower right; titled Diana. lower left

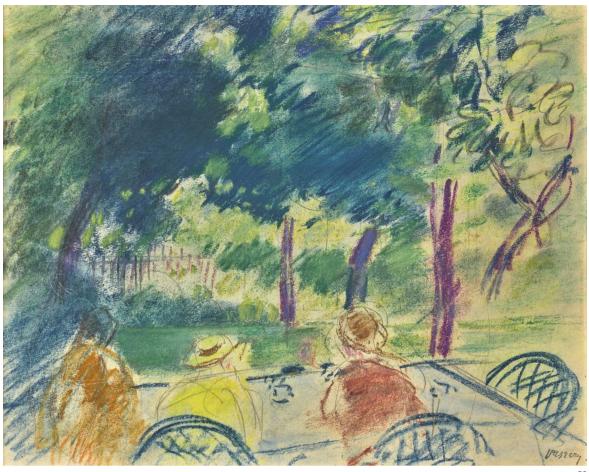
both: pastel on light grey Ingres paper (i) 31.5 by 46cm., 12.5 by 18in. (ii) 21 by 15cm., 8½ by 6in. (2)

PROVENANCE

Václav Hořejš, Montreal (1898 - 1990; member of the Czechoslovak Society of Arts and Sciences in Washington; his Estate Sale, Montreal, December 2016)

Purchased at the above sale by the present owner

‡ ⊕ £ 5,000-7,000 € 5,700-8,000 US\$ 6,800-9,500



JÁNOS VASZARY

Hungarian, 1867 - 1939

In the Park

stamped Vaszary lower right pastel and pencil on paper 36 by 44.5cm., 14¹/₄ by 17¹/₂in.

PROVENANCE

Estate of the artist István Révész, Budapest (1887 - 1973; painter and collector of Vaszary's works)

Rezső Trautmann, Budapest (1907 - 1995; initially working as an architect, he started his political career joining the Social Democratic Party in 1945)

Sale: Kieselbach, Budapest, 11 April 2003, lot 132 Private collection, Hungary (purchased at the above sale)

£10,000-15,000 € 11,400-17,100 US\$ 13,600-20,400

ADOLF FÉNYES

Hungarian, 1867-1945

Orpheus Charming the Animals

oil on canvas 85 by 150cm., 33½ by 59in.

PROVENANCE

Estate of the artist

Private collection, Budapest (acquired from the artist's widow) Acquired from the above by the present owner

EXHIBITED

Budapest, BÁV Aukciósház Apszisterme, *Fényes Szolnok*, 2015, illustrated in the catalogue

The present work and the following three paintings by Adolf Fényes come from the estate of the artist and showcase the talents of one of Hungarys' most distinguished painters.

Fényes was the son of a rabbi, Simon Fischmann, and was expected to become a lawyer. It was whilst attending law school in Budapest that he decided to change the course of his destiny and enrolled at the Budapest Institute of Design as a student of Bertalan Székely between 1884-87. Subsequent studies in Weimar with Max Thedy and in Paris at the Académie Julian followed.

Under the tutelage of his mentors Fényes adopted a naturalist style and quickly emerged as one of the most significant painters of the Nagybánya school. Having returned to Hungary in 1894, Fenyes helped form the Szolnok artists colony in 1898. It was from this moment onwards that he turned to a more impressionistic style of painting and his palette lightened significantly. In 1905 Fényes had his first one-man show at the National Gallery in Budapest and his success as an artist was at its zenith.

By the late 1920s and early 1930s, the period during which the present works were executed, Fényes' artistic career became increasingly impeded by the harsh restrictions imposed on Jewish painters by the anti-semitic Horthy government, but he continued to paint regardless. Disillusioned by the horrors of the First World War, and struggling with the political regime of the day, Fényes' art increasingly depicted fairy-tale worlds with allusions to mythology, religion and history, or idealised, highly romanticised and poetic rural landscapes. In this context, the present works can be seen as a means by Fényes to create a sanctuary of the imagination to ease his anguish at the growing threat of violence from the outside world.

W £ 30,000-50,000 € 34,100-57,000 US\$ 40,800-68,000





5/





59

58

ADOLF FÉNYES

Hungarian, 1867 - 1945

Storks

signed and dated *FÉNYES A 1937* lower left oil on canvas 73.5 by 105cm., 29 by 41½in.

PROVENANCE

Estate of the artist Private collection, Budapest (acquired from the artist's widow) Acquired from the above by the present owner

EXHIBITED

Budapest, Mücsarnok Kunsthalle, 1937, no. 18, illustrated in the catalogue Budapest, BÁV Aukciósház Apszisterme, *Fényes Szolnok*, 2015, illustrated in the catalogue

£ 10,000-15,000 € 11,400-17,100 US\$ 13,600-20,400 59

ADOLF FÉNYES

Hungarian, 1867 - 1945

Turkeys

oil on canvas 58 by 80cm., 23 by 31½in.

PROVENANCE

Estate of the artist Private collection, Budapest (acquired from the artist's widow)

Acquired from the above by the present owner

£7,000-10,000 €8,000-11,400 US\$9,500-13,600



ADOLF FÉNYES

Hungarian, 1867 - 1945

Mother and Child

signed and dated FÉNYES A 1932 lower right oil on canvas 76 by 70cm., 30 by 27½in.

PROVENANCE

Estate of the artist Private collection, Budapest (acquired from the artist's widow) Acquired from the above by the present owner

EXHIBITED

Budapest, Ernst Muzeum, 1932 Budapest, BÁV Aukciósház Apszisterme, Fényes Szolnok, 2015, illustrated on the cover

£ 18,000-25,000 € 20,500-28,400 US\$ 24,500-34,000



61

PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION

BOLESŁAW BIEGAS

Polish, 1877 - 1954

Horizon

signed *B. Biegas*. lower left oil on canvas 97 by 130cm., 38 by 51in.

PROVENANCE

Galerie Jan Krugier, Geneva Painted *circa* 1912.

‡ ⊕ £ 6,000-8,000 € 6,900-9,100 US\$ 8,200-10,900 62

PROPERTY FROM THE BAR-GERA COLLECTION

JOSÉ DE TOGORES

Spanish, 1893 - 1970

Composition

oil on canvas 46 by 27cm., 18 by 10½in.

PROVENANCE

Sale: Sala Gaspar, Barcelona Acquired by Kenda Bar-Gera in the 1976; thence by descent to the present owner

EXHIBITED

Barcelona, Sala Gaspar, no. 159
Paris, Galerie Simon
Madrid, Galería Multitud
Cologne, Galerie Bargera, *Spanische Avantgarde*,
1976, no. 75
Ashdod, Israel, Art Museum Ashdod, *Persecuted*Art & Artists Under Totalitarian Regimes in Europe
during the 20th Century, 2003, illustrated in the

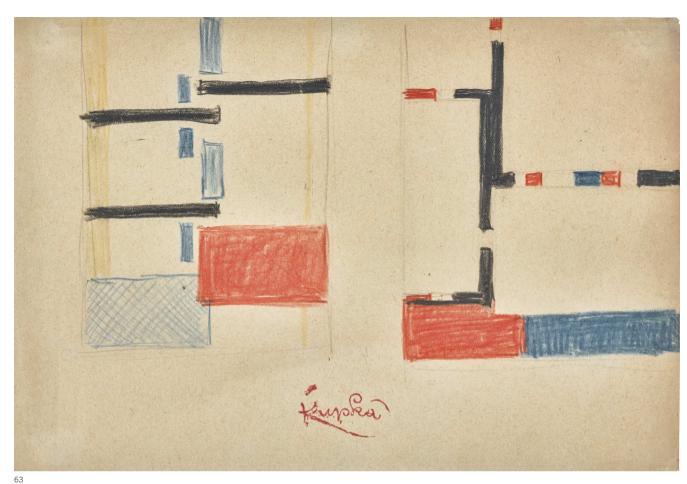
Painted in 1928.

catalogue

‡ ⊕ £ 6,000-8,000 € 6,900-9,100 US\$ 8,200-10,900



20TH CENTURY ART - A DIFFERENT PERSPECTIVE



PROPERTY FROM A PRIVATE COLLECTION, GERMANY

FRANTIŠEK KUPKA

Czech, 1871-1957

Constructivist Composition

stamped with the Galerie Flinker Kupka stamp lower centre crayon and pencil on paper 17.5 by 23.5cm., 7 by 9¹/₄in.

PROVENANCE

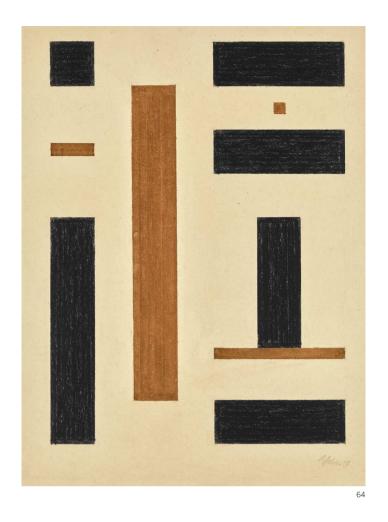
Estate of the artist Karl Flinker, Paris (acquired from the above) Private collection, Cologne Galerie Gmurzynska, Cologne Purchased from the above by the present owner

EXHIBITED

Punkaharju, Finland, Retretti Art Centre, Delaunay, Robert; Sonia Delaunay; Frank Kupka, 1996, no. 26, illustrated in the catalogue

Executed circa 1923.

£ 4,000-6,000 € 4,550-6,900 US\$ 5,500-8,200





PROPERTY FROM THE BAR-GERA COLLECTION

RUDOLF JAHNS

German, 1896 - 1983

Geometric Formations

signed and dated *R Jahns 27* lower right wax crayon and pencil on paper 44.5 by 33.5cm., 17½ by 13in.

EXHIBITED

Ashdod, Art Museum Ashdod, Persecuted Art & Artists Under Totalitarian Regimes in Europe during the 20th Century, 2003, illustrated in the catalogue

‡ ⊕ £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800 65

PROPERTY FROM THE BAR-GERA COLLECTION

CARL BUCHHEISTER

German, 1890 - 1964

Composition with Black Rectangle no. 33

signed, titled, inscribed and dated *Carl Buchheister Hannover Bürgermeister Finkstr. 3 Vervielfältigung No. 2 Komp. Schwarzes Rechteck 33.* along the lower and right edges gouache and collage on paper sheet: 38 by 24.5cm., 15 by 9³/₄in.

PROVENANCE

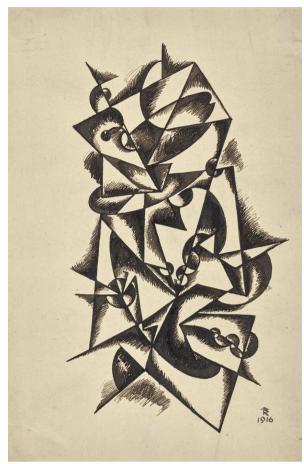
Elisabeth Buchheister, the artist's wife Gifted by the above to Kenda Bar-Gera in 1974; thence by descent to the present owner

EXHIBITED

Ashdod, Art Museum Ashdod, Persecuted Art & Artists Under Totalitarian Regimes in Europe during the 20th Century, 2003

‡ ⊕ £ 8,000-12,000 € 9,100-13,700 US\$ 10,900-16,300





66

THOMAS RING

German, 1892 - 1983

Agamemnon's Homecoming

signed with the artist's monogram and dated 27 lower left ink on paper

sheet: 37 by 26.5cm., 14½ by 10½in.

PROVENANCE

Estate of the artist

Purchased from the above by the present owner

LITERATURE

Thomas Ring Stiftung, *Thomas Ring*. *Lebenszeugnisse*. *Festschrift zum 90*. *Geburtstag von Thomas Ring*, Zurich, 1982, p. 72, illustrated p. 48

Thomas Ring, *Die olympische Wiederkehr, Ein Gedichtzyklus*, Freiburg im Breisgau, 1985, illustrated

Ingrid Skiebe, Thomas Ring, ein Maler aus dem Unkreis des "Sturm", Leben, stilkritische Analyse und Werkverzeichnis, Herzberg, pp. 518-19, no. ZT 138, catalogued

⊕ £ 4,000-6,000 € 4,550-6,900 US\$ 5,500-8,200 67

THOMAS RING

German, 1892 - 1983

Dance

signed with the artist's monogram and dated 1916 lower right ink on paper sheet: 28 by 18.5cm., 11 by 7½in.

PROVENANCE

Estate of the artist

Purchased from the above by the present owner

EXHIBITED

Berlin, Galerie Der Sturm, 88th Exhibition, August 1920, no. 38

Witten, Märkisches Museum, 1983, no. 17

LITERATURE

Ingrid Skiebe, Thomas Ring, ein Maler aus dem Unkreis des "Sturm", Leben, stilkritische Analyse und Werkverzeichnis, p. 482, no. ZT 18

⊕ £ 5,000-7,000 € 5,700-8,000 US\$ 6,800-9,500



68

PROPERTY FROM A EUROPEAN PRIVATE COLLECTION

SÁNDOR BORTNYIK

Hungarian, 1893 - 1976

Composition with Vases

signed *BORTNYIK* lower right; inscribed *227* on the reverse oil, tempera and pencil on paper 42.5 by 42.5cm., 16³/₄ by 16³/₄in.

PROVENANCE

Galerie Gmurzynska & Bargera, Cologne (by 1972) Sale: Christie's, Amsterdam, 4 December 2007, Int 45

Purchased at the above sale by the present owner

EXHIBITED

Cologne, Galerie Gmurzynska & Bargera, Sandor Bortnyik, Ölbilder, Gouachen, Zeichnungen, 1972, no. 6, illustrated in the catalogue Cologne, Galerie Gmurzynska, The 1920s in Eastern Europe, 1975, no. 16a, illustrated in the catalogue (with incorrect measurements)

Following his artistic training at the Budapest Free School under Károly Kernstok and József Rippl-Rónai, Sandor Bortnyik met Lajos Kassák for the first time in 1915. Editor at the time of MA, the journal of the eponymous group promoting Hungarian Activism, Kassák invited Bortnyik to contribute to the magazine with drawings and prints which not only set the tone for his poster production, but also heavily contributed to the development of his artistic style. With the collapse of the Communist regime in Hungary, Bortnyik fled the country and settled in Weimar where he lived between 1922 and 1924, working closely with the Bauhaus.

Painted circa 1920-68, Composition with Vases bears witness to these experiences. The painting has been painted over a diagonal grid annotated in pencil. Borntyik seems to play with this grid by enlarging and shrinking its sections and by placing within it different objects derived from elementary shapes. The artist thus fragments and reassembles the picture plane into a flat, two-dimensional picture reminiscent of the Bauhaus style. Although Bortnyik never enrolled in the Bauhaus, upon his return to Budapest he used his experience to found and direct Műhely ('Workshop'), a school for advertising design whose pupils included Victor Vasarely among others. The composition's flatness, repetition of figures and the constructivist style of Composition with Vases are all typical traits of Bortnyik's works from this period.

⊕ £ 15,000-20,000 € 17,100-22,700 US\$ 20,400-27,200

JACQUES HÉROLD

Romanian, 1910-1987

La femmoiselle

entitled: *FEMMOISELLE*, signed and dated: *J. Hérold / 1945*, numbered: *V/VI*, and inscribed: *Susse fondeur Paris* bronze, golden brown patina height: 45cm., 17³/₄in.

PROVENANCE

Private collection, Paris

EXHIBITED

Paris, Galerie de Seine, Collection Fantôme, 1973

LITERATURE

Philippe Soupault, *Collection Fantôme*, exh. cat. Galerie de Seine, Paris, 1973, pp. 25, illustrated; p. 109

This engaging surrealist model by the Romanian born sculptor Jacques Hérold was conceived in 1942. The present bronze was cast by the Susse Foundry in Paris; it is numbered five of an edition of six and is dated 1945. Hérold moved to Paris in 1930 and swiftly associated himself with fellow Romanian artists Constantin Brâncuşi and Victor Brauner. His interests aligned particularly with the Surrealists from 1934, and he was involved in the Exposition Internationale du Surréalisme in Paris in 1947, where he exhibited his Le Grand transparent, of which a cast was

included alongside the present bronze in the 1973 exhibition *Collection Fantôme* at the Galerie de Seine. *Femmoiselle* depicts a young woman with flayed face revealing a complex web of veins from which recognisable facial features emerge but are simultaneously compartmentalised. The whole balances on the figure's breasts thereby recalling traditional bust forms but somehow enhancing the sense of disconnection from the wider human body.

A later cast of the present model (1985) was sold at Sotheby's New York on 6 November 2003.

⊕ £ 15,000-20,000 € 17,100-22,700 US\$ 20,400-27,200





PROPERTY FROM A BRAZILIAN PRIVATE COLLECTION

ODD NERDRUM

Norwegian, b.1944

Twins

signed and dated 2001-2 Nerdrum on the turnover edge oil on canvas 90 by 118cm., 35.4 by 46½in.

PROVENANCE

Weinstein Gallery, San Francisco Private collection, USA (acquired from the above; sale: Clars Auction Gallery, Oakland, 16 November 2014, lot 6304)

Purchased at the above sale by the present owner

Set against a mountain landscape inspired by the artist's travels to Iceland, are two twins gazing into a reflecting pool while an armoured figure guards them from the top of a hill. Babies are a recurring theme in Nerdrum's art, often standing as an archetypal symbol of human beings' duality (see also lot 71). One can also sense a more personal connection to the artist's life. After his father's death, Nerdrum discovered he was the illegitimate son of Norwegian architect David Sandved. The sense of displacement deriving from this discovery would accompany him for the rest of his life, deeply impacting his art.

Notwithstanding the strong bond that connects twins from birth, similar to all other creatures populating Nerdrum's art they do not seem to be communicating in any way. Nerdrum's paintings are always imbued with stillness, silence. He is, it seems, 'determined to remind us, again and again, that consciousness is isolate, each mind imprisoned within a particular body, a particular set of circumstances' (Richard Vine, Odd Nerdrum, Paintings, Sketches and Drawings, Oslo, 2004 p. 116).

‡ ⊕ £ 30,000-50,000 € 34,100-57,000 US\$ 40,800-68,000 PROPERTY OF A GENTLEMAN

ODD NERDRUM

Norwegian, b.1944

Mother

signed, titled and dated 1985-1995 / Nerdrum / Moren on the reverse oil on canvas 152 by 183cm., 60 by 72in.

PROVENANCE

Galleria Forni, Bologna Weinstein Gallery, California Purchased from the above by the present owner in 2005

EXHIBITED

Oslo, Astrup Fearnley Museum of Modern Art, *Odd Nerdrum.* Two Decades. Paintings 1978-1998, 1998-99, no. 9

LITERATURE

Jan-Erik Ebbestad Hansen, *Odd Nerdrum: Paintings*, Oslo, 1995, pp. 176 - 177, catalogued & illustrated Richard Vine, *Odd Nerdrum, Paintings, Sketches and Drawings*, Oslo, 2004, pp. 91-93, illustrated; p. 415, listed (dated 1984-94; with incorrect dimensions 72 x 85 in)

⊕ W £ 80,000-120,000 € 91,000-137,000 US\$ 109,000-163,000 Highly dramatic in its visual impact, *Mother* presents a central woman and her children in a desolate rocky landscape. Reminiscent of Henry Moore's reclining figures, Nerdrum appears to subvert the pyramidal Renaissance formula of Virgin Mother with the two Holy Infants to a reclining, sleeping group, apparently the last people remaining on earth. Yet the bleakness of their surroundings is tempered by the suggestion of a rising sun on the horizon, bringing with it new hope.

Odd Nerdrum is the leading figurative Norwegian painter of his generation. Though Nerdrum went to art school in Oslo, and later was a pupil in Düsseldorf under Joseph Beuys, his work has never sat comfortably in any of the schools of Modernism that have prevailed during his career as an artist. At a time when conceptual and abstract art was favoured throughout the art world, Odd Nerdrum returned to the techniques of painters like Rembrandt and Caravaggio, who are among his earliest influences. Here Nerdrum deploys an impressive variety of painterly approaches, from the finely applied brushwork suggesting the *chiaroscuro* in the figure group, to the thick, bituminous pigments of the ground beneath them.

In stark contrast to the work of his post-war contemporaries, Nerdrum favoured traditional craftsmanship and subjects, which limited his output to a small number of paintings each year and set him apart from mainstream contemporary art history. With his manifesto *On Kitsch*, Nerdrum argued for a return to painting as craftsmanship rather than the conceptual practice that art has come to be identified with.

Appearing at auction for the first time, *Mother* was exhibited at the artist's prestigious solo exhibition at the Astrup Fearnley Museum of Modern Art in Oslo in 1998. Among the exhibition's other highlights was *Dawn*, formerly in the collection of David Bowie, which sold in these rooms in November 2016 for a new artist auction record.





JÁNOS FAJÓ

Hungarian, b. 1937

Blue - Tapestry design for the National Gallery, Budapest

signed FAJOJ. lower right; signed, titled and dated 1965 in Hungarian on the reverse; with the artist's studio certificate on the reverse tempera on board 100 by 100cm., 394/2 by 394/2 in.

LITERATURE

Fajó János, Budapest, 2016, p. 75, catalogued & illustrated

£ 10,000-15,000 € 11,400-17,100 US\$ 13,600-20,400



JÁNOS FAJÓ

Hungarian, b. 1937

Two Triangles

signed, dated 2003 and numbered twice on the reverse; with the artist's studio certificate on the reverse oil on plywood 152 by 152cm., 60 by 60in.

János Fajó is one of Hungary's leading contemporary artists. He developed a personal style mainly derived from Constructivism and inspired by Op Art and Minimalism. He follows in the geometric traditions of his teachers and mentors Lajos Kassák, Max Bill, and Victor Vasarely, and his works share a similar aesthetic and artistic pre-occupation to those of other Hungarian 'new geometry' painters Imre Bak and Istvan Nadler, with whom he formed the Hungarian neo avant garde in the 1970s to 90s. Fajó's sophisticated compositions come to life

in drawings, paintings, graphics, reliefs, linocuts, and sculptures made of wood, metal or marble. 'Without form I would not exist. I would be not Fajó. Form is the basic element of composition. Art is the most concentrated form of evoking feelings, but it is an effect, not its aim. I regard reason as a primary thing before feelings. I try to create works based on mathematical forms with geometrical character, a physical system of motion, with colour structures of cosmic validity'.

£15,000-20,000 € 17,100-22,700 US\$ 20,400-27,200







VICTOR VASARELY

74

1906 - 1997

Untitled (Four Screenprints)

each signed Vasarely in pencil (lower right); numbered 41/100, 41/100, 61/130, and 62/130 respectively (lower left)

four screenprints in colours, two from Les Années Cinquante, each on sturdy wove paper (4) each sheet: approx. 70 by 57cm., 271/2 by 221/2in. Les Années Cinquante executed in 1989, the present works are from editions of 100 and 130.

⊕ £ 2,000-3,000 € 2,300-3,450 US\$ 2,750-4,100

JÁNOS SAXON-SZÁSZ

(iii)

Hungarian/German, b. 1964

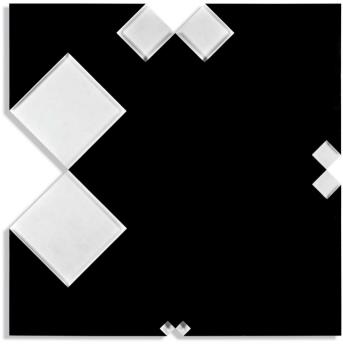
SupreMADIsm A/1

signed, titled, dated and numbered SAXON / "supreMADIsm" 2006 / A/1 on the reverse acrylic on panel 120 by 120cm., 47¹/₄ by 47¹/₄in.

LITERATURE

Kortars Galeria, Poly-Universe of Saxon, Budapest, 2010, p. 122 catalogued & illustrated

£4,000-6,000 € 4,550-6,900 US\$ 5,500-8,200







76

76

ANDRAS GAL

Hungarian, b. 1968

Grey and Pink Diptych

(i) signed and dated ANDRAS GAL 2013 on the turnover edge and on the stretcher (ii) signed and dated ANDRAS GAL 2014 on the turnover edge; signed and inscribed on the stretcher

oil on canvas (i) 110 by 110cm., 43½ by 43¼in.; (ii) 111 by 111cm., 43¾ by 43¾in. (2)

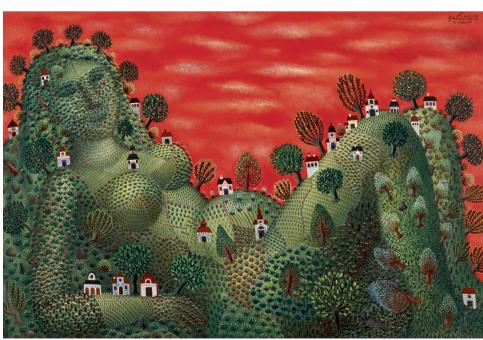
EXHIBITED

Venice, Palazzo Bembo, Personal Structures / Crossing Borders, 2015

£ 4,000-6,000 € 4,550-6,900 US\$ 5,500-8,200









KATERINA BELKINA

Russian, b. 1974

77

For Kahlo. White/ For Kahlo. Red

with the artist's studio label on the reverse archival pigment print, edition 5/15, 2007. Printed in 2016 38.5 by 53.5cm., 151/4 by 21in.

† £ 4,000-6,000 € 4,550-6,900 US\$ 5,500-8,200

TAMÁS GALAMBOS

Hungarian, b. 1939

Summer

78

signed and dated *GALAMBOS / 1981* upper right oil on canvas 61 by 89cm., 24 by 35in.

A detail of this work was used as the cover for the Penguin paperback edition of *One Hundred Years* of *Solitude* by Gabriel García Márquez.

⊕ £ 5,000-7,000 € 5,700-8,000 US\$ 6,800-9,500

79

LÁSZLÓ GYÉMÁNT

Hungarian, b. 1935

Statue of Liberty

signed *Gyémánt* lower right oil on canvas 100 by 100cm., 39½ by 39¼in.

László Gyémánt is one of the most significant Hungarian representatives of pop art and hyperrealism. Statue of Liberty is from a series of works chronicling his travels to the US in 2009.

£ 7,000-10,000 € 8,000-11,400 US\$ 9,500-13,600







80

PROPERTY FROM A BRITISH PRIVATE COLLECTION

CASIMIR ZIELENKIEWIC CAZIEL

Polish, 1906 - 1988

Abstract Composition

signed, dated and numbered Caziel / 1967/3 on the reverse oil on board 33 by 19cm.,13 by $7^1/2in$.

PROVENANCE

Whitford Fine Art, London Acquired from the above by the present owner in 2004

EXHIBITED

London, Whitford Fine Art, *Abstraction* 1963 - 1967, 2004, illustrated in the catalogue

⊕ £1,500-2,500 €1,750-2,850 US\$2,050-3,400



PROPERTY FROM A BRITISH PRIVATE

CASIMIR ZIELENKIEWIC CAZIEL

Polish, 1906 - 1988

Abstract Composition

signed, dated and numbered twice CAZIEL/ 1967/3 on the reverse oil on board 55 by 31cm., 21½ by 12¼in.

PROVENANCE

Whitford Fine Art, London Acquired from the above by the present owner in 2004

EXHIBITED

London, Whitford Fine Art, Abstraction 1963 -1967, 2004, illustrated in the catalogue

⊕ £ 3,000-5,000 € 3,450-5,700 US\$ 4,100-6,800 82

ERIK ORTVAD

Danish, 1917-2008

Mosaic

signed Erik Ortvad and inscribed on the reverse oil on board 72 by 83cm., 28 by 323/4in.

PROVENANCE

Poul Højmark, Odense Sale: Bruun Rasmussen, Copenhagen, 1 December 2015, lot 903 Purchased at the above sale by the present owner

⊕ £ 6,000-8,000 € 6,900-9,100 US\$ 8,200-10,900 83

PROPERTY FROM A DISTINGUISHED PRIVATE

JORDAN BELSON

American, 1926 - 2011

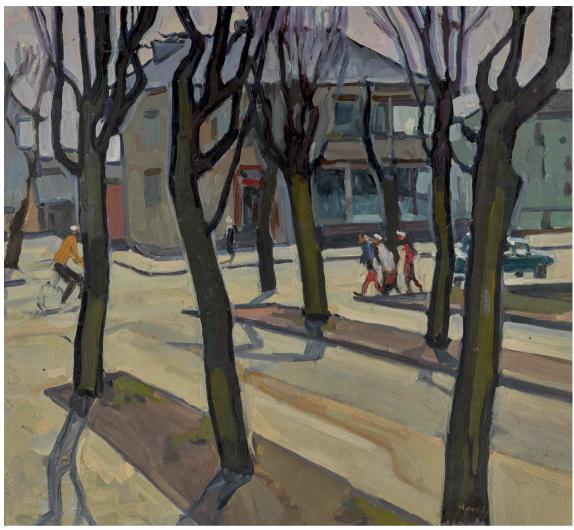
Shards

signed and dated Jordan Belson '48 upper right oil on board 107 by 66.5cm., 42 by 26in.

PROVENANCE

Sale: Van Ham Kunstauktionen, Cologne, 6 June 2012, lot 312 Private collection Purchased from the above by the present owner in 2015

† £ 6,000-8,000 € 6,900-9,100 US\$ 8,200-10,900







PROPERTY OF THE FAMILY OF THE ARTIST

VAKHTANG ADVADZE

Georgian, 1919 - 2000

Street in Lithuania

signed in Georgian and dated 68 lower right; signed and dated on the reverse oil on paper laid on board 60 by 66cm., 23¾ by 26in.

‡ £ 4,000-6,000 € 4,550-6,900 US\$ 5,500-8,200

85



PROPERTY FROM A DUTCH PRIVATE COLLECTION

CONSTANT PERMEKE

Belgian, 1886 - 1952

Winter

stamped Permeke lower left oil on panel 37 by 55cm., 14½ by 21½in.

⊕ £ 5,000-7,000 € 5,700-8,000 US\$ 6,800-9,500

86

PROPERTY OF A BRITISH COLLECTOR

GUSTAVE DE SMET

Belgian, 1877 - 1943

Ducks on the Lys

stamped with the artist's monogram lower left oil on canvas 30 by 39cm., 113/4 by 151/4in.

PROVENANCE

Estate of the artist Geo Verbanck (1881-1961, sculptor and director of the Academy of Ghent) Sale: De Vuyst, Lokeren, 7 October, 1989, lot 391 Purchased at the above sale by the present owner

The present work is a study for *Eenden aan* de Leie (Ducks on the Lys) of circa 1911, in the collection of the Museum van Deinze en de Leiestreek.

The authenticity of this work has been confirmed by Piet Boyens.

£ 5,000-7,000 € 5,700-8,000 US\$ 6,800-9,500









87

PROPERTY FROM AN AMERICAN PRIVATE COLLECTION

VILMOS ABA-NOVÁK

Hungarian, 1894 - 1941

At the Market

signed ABA NOVAK lower right tempera on panel 79 by 99.5cm., 311/4 by 391/4in.

‡ £ 8,000-12,000 € 9,100-13,700 US\$ 10,900-16,300 88

PROPERTY FROM A GERMAN PRIVATE COLLECTION

BÉLA KÁDÁR

Hungarian, 1877 - 1955

Courtisane and Conquistador: Two Works

both signed KÁDÁR / BÉLA lower right (i) watercolour on paper (ii) gouache on paper (i) 46 by 29.5cm., 18 by 11½in.; (ii) 87.5 by 59cm., 34½ by 23¾in. (2)

⊕ £ 3,000-5,000 € 3.450-5.700 US\$ 4.100-6.800 89

PROPERTY FROM A BRITISH PRIVATE COLLECTION

JOŽA UPRKA

Czech, 1861-1940

Moravian Girls

signed with the artist's initials lower left oil on canvas 43 by 89.5cm., 17 by 35½in.

PROVENANCE

Acquired by the father-in-law of the present owner in Czechoslovakia in the early 1930s; thence by descent

Born in Kněždub in the southern part of what is now the Czech Republic, Uprka was a leading painter of rural Moravian life in the late 19th and early 20th centuries. His work is exhibited notably at the Moravian Gallery in Brno, and at the gallery which bears his name in Uherské Hradiště.

£ 15,000-20,000 € 17,100-22,700 US\$ 20,400-27,200



ANDY WARHOL. \$(4), 1982

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ISAAC ISRAELS Hoedenatelier (The Milliners) Estimate £100,000–150,000



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TAMARA DE LEMPICKA Indien à Turban (Indian with a Turban) Estimate \$70,000–90,000

Boundless: Dubai Auction Dubai 13 November 2017



Sotheby's

ABSENTEE/TELEPHONE BIDDING FORM

Sale Number L17103 | Sale Title 20TH CENTURY ART - A DIFFERENT PERSPECTIVE | Sale Date 14 NOVEMBER 2017 Please see the important information regarding absentee bidding on the reverse of this form. Forms should be completed in ink and emailed, mailed or faxed to the Bid Department at the details below. SOTHEBY'S ACCOUNT NUMBER (IF KNOWN) TITLE FIRST NAME LAST NAME COMPANY NAME ADDRESS POSTAL CODE COUNTRY DAYTIME PHONE MOBILE PHONE FAX FMAII ☐ Email ☐ Post/Mail Please indicate how you would like to receive your invoices: Telephone number during the sale (telephone bids only) Please write clearly and place your bids as early as possible, as in the event of identical bids, the earliest bid received will take precedence. Bids should be submitted in pounds sterling and all bid requests should be submitted at least 24 hrs before the auction. Telephone bids are offered for lots with a minimum low estimate of £3,000. MAXIMUM STERLING PRICE OR ✓ FOR PHONE BID (EXCLUDING PREMIUM AND TAX) LOT NUMBER LOT DESCRIPTION £ £ £ £ £ £ £ £ £ We will send you a shipping quotation for this and future purchases unless you select one of the check boxes below. Please provide the name and address for shipment of your purchases, if different from above. NAME AND ADDRESS POSTAL CODE COUNTRY ☐ I will collect in person lacktriangled I authorise you to release my purchased property to my agent/shipper (provide name) Send me a shipping quotation for purchases in this sale only I agree to be bound by Sotheby's "Conditions of Business" and the information set out overleaf in the Guide for Absentee and Telephone Bidders, which is published in the catalogue for the sale. I consent to the use of this information and any other information obtained by Sotheby's in accordance with the Guide for Absentee and Telephone Bidders and Conditions of Business.

/16 NBS_BIDSLIP

SIGNATURE

PRINT NAME

DATE

GUIDE FOR ABSENTEE AND TELEPHONE BIDDERS

If you are unable to attend an auction in person, you may give Sotheby's Bid Department instructions to bid on your behalf by completing the form overleaf. This service is confidential and available at no additional charge.

General

Before the Auction We will try and purchase the lot(s) of your choice for the lowest price possible (dependent on the reserve price and other bids) and never for more than the maximum bid amount you indicate. Where appropriate, your bids will be rounded down to the nearest amount consistent with the auctioneer's bidding increments.

Please place your bids as early as possible, as in the event of identical absentee bids the earliest received will take precedence. Bids should be submitted at least twenty-four hours before the auction.

If bidding by telephone, we suggest that you leave a maximum bid which we can execute on your behalf in the event we are unable to reach you.

Please refer to Condition 5 of the Conditions of Business printed in this catalogue.

After the Auction Successful bidders will receive an invoice detailing their purchases and giving instructions for payment and clearance of goods.

If you are bidding for items marked with a 'W' in the catalogue, we recommend you contact us on the afternoon of the sale to check whether you have been successful. These items will be sent to Sotheby's Greenford Park Fine Art Storage Facility immediately following the sale and therefore buyers are requested to arrange early collection of their goods as they will be subject to handling and storage charges after 30 days.

Without Reserve Lots Where a lot is offered "without reserve" absentee bids will be executed at a minimum of 10% of the low estimate.

Completing This Form

This form should be used for one sale only. Please indicate the sale number, sale title and sale date in the space provided at the top of the form if it is not already pre-populated.

Please record accurately the lot numbers, descriptions and the maximum hammer price you are willing to pay for each lot. Instructions to "BUY" or unlimited bids will not be accepted.

Bids must be numbered in the same order as the lots appear in the catalogue. $\,$

Alternate bids for items can be made by placing the word "OR" between lot numbers. This means if your bid on an early lot is successful, we will not continue to bid on subsequent lots for you. Or, if your early bids are unsuccessful, we will continue to execute bids for the remaining lots listed on your absentee bidding form.

If you are arranging a telephone bid, please clearly specify the telephone number on which you can be reached at the time of the sale, including the country code. We will call you from the saleroom shortly before the relevant lot is offered.

New Clients

If you have opened a new account with Sotheby's since 1 December 2002, and have not already provided appropriate identification, you will be asked to present documentation confirming your identity before your property or sale proceeds can be released to you. We may also contact you to request a bank reference.

Please provide government issued photographic identification such as a passport, identity card or driver's licence and confirm your permanent address.

Conditions of Absentee & Telephone Bidding

Please note that the execution of absentee and telephone bids is offered as an additional service for no extra charge. Such bids are executed at the bidder's risk and undertaken subject to Sotheby's other commitments at the time of the auction. Sotheby's therefore cannot accept liability for any reasonable error or failure to place such bids.

All bids are subject to the Conditions of Business applicable to the sale printed in the sale catalogue. Buyer's premium in the amount stated in paragraph 2 of Buying at Auction in the back of the sale catalogue will be added to the hammer price as part of the total purchase price, plus any applicable taxes and charges.

Bids will be executed for the lowest price as is permitted by other hids or reserves

Where appropriate your written bids will be rounded down to the nearest amount consistent with the auctioneer's bidding increments.

Payment

In the event that you are successful, payment is due immediately after the sale unless otherwise agreed in advance. Payment may be made by bank transfer, credit and debit card (subject to certain restrictions and/or surcharges), cheque or cash (up to US\$10,000 equivalent). You will be sent full details on how to pay with your invoice.

Data Protection

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BUYING AT AUCTION

The following pages are designed to give you useful information on how to buy at auction. Sotheby's staff as listed at the front of this catalogue will be happy to assist you. However, it is important that you read the following information carefully and note that Sotheby's act for the seller. Bidders' attention is specifically drawn to Conditions 3 and 4, which require them to investigate lots prior to bidding and which contain specific limitations and exclusions of the legal liability of Sotheby's and sellers. The limitations and exclusions relating to Sotheby's are consistent with its role as auctioneer of large quantities of goods of a wide variety and bidders should pay particular attention to these Conditions. Prospective bidders should also consult www.sothebys.com for the most up to date cataloguing of the property in this catalogue.

Buyer's Premium A buyer's premium will be added to the hammer price and is payable by the buyer as part of the total purchase price. The buyer's premium is 25% of the hammer price up to and including £180,000; 20% on any amount in excess of £180,000 up to and including £2,000,000; and 12.9% on any remaining amount in excess of £2,000,000. These rates are exclusive of any applicable VAT.

1. BEFORE THE AUCTION

Catalogue Subscriptions If you would like to take out a catalogue subscription, please ring +44 (0)20 7293 5000.

Pre-sale Estimates Pre-sale estimates are intended as a guide for prospective buyers. Any bid between the high and low pre-sale estimates would, in our opinion, offer a chance of success. However, lots can realise prices above or below the pre-sale estimates.

It is advisable to consult us nearer the time of sale as estimates can be subject to revision. The estimates printed in the auction catalogue do not include the buyer's premium or VAT.

Pre-sale Estimates in US Dollars and Euros Although the sale is conducted in pounds sterling, the pre-sale estimates in some catalogues are also printed in US dollars and/or euros. The rate of exchange is the rate at the time of production of this catalogue. Therefore, you should treat the estimates in US dollars or euros as a guide only.

Condition of Lots Prospective buyers are encouraged to inspect the property at the pre-sale exhibitions. Solely as a convenience, Sotheby's may also provide condition reports. The absence of reference to the condition of a lot in the catalogue description does not imply that the lot is free from faults or imperfections. Please refer to Condition 3 of the Conditions of Business for Buyers printed in this catalogue.

Electrical and Mechanical Goods All electrical and mechanical goods are sold on the basis of their artistic and decorative value only, and should not be assumed to be operative. It is essential that prior to any intended use, the electrical system

is checked and approved by a qualified electrician

Provenance In certain circumstances, Sotheby's may print in the catalogue the history of ownership of a work of art if such information contributes to scholarship or is otherwise well known and assists in distinguishing the work of art. However, the identity of the seller or previous owners may not be disclosed for a variety of reasons. For example, such information may be excluded to accommodate a seller's request for confidentiality or because the identity of the work of art.

2. DURING THE AUCTION

Conditions of Business The auction is governed by the Conditions of Business and Authenticity Guarantee. These apply to all aspects of the relationship between Sotheby's and actual and prospective bidders and buyers. Anyone considering bidding in the auction should read them carefully. They may be amended by way of notices posted in the saleroom or by way of announcement made by the auctioneer.

Bidding at Auction Bids may be executed in person by paddle during the auction, in writing prior to the sale, by telephone or by BIDnow.

Auction speeds vary, but average between 50 and 120 lots per hour. The bidding steps are generally in increments of approximately 10% of the previous bid.

Please refer to Conditions 5 and 6 of the Conditions of Business for Buyers printed in this catalogue.

Bidding in Person To bid in person, you will need to register for and collect a numbered paddle before the auction begins. Proof of identity will be required. If you have a Sotheby's Client Card, it will facilitate the registration process.

Should you be the successful buyer of a lot, please ensure that your paddle can be seen by the auctioneer and that it is your number that is called out. Should there be any doubts as to price or buyer, please draw the auctioneer's attention to it immediately.

All lots sold will be invoiced to the name and address in which the paddle has been registered and cannot be transferred to other names and addresses.

Please do not mislay your paddle; in the event of loss, inform the Sales Clerk immediately. At the end of the sale, please return your paddle to the registration desk.

Absentee, Telephone and Internet Bids If you cannot attend the auction, we will be happy to execute written bids on your behalf or you can bid on the telephone for lots with a minimum low estimate of £3,000 or you can bid online using BIDnow. A bidding form and more information can be found at the back of this catalogue.

Online Bidding via BIDnow If you cannot attend the auction, it may be possible to bid online via BIDnow for selected sales. This service is free and confidential. For information about registering to bid via BIDnow, please refer to sothebys. com. Bidders using the BIDnow service are subject to the Additional Terms and

Conditions for Live Online Bidding via BIDnow, which can be viewed at sothebys. com, as well as the Conditions of Business applicable to the sale.

Consecutive and Responsive Bidding
The auctioneer may open the bidding on
any lot by placing a bid on behalf of the
seller. The auctioneer may further bid
on behalf of the seller, up to the amount
of the reserve, by placing consecutive or
responsive bids for a lot. Please refer to
Condition 6 of the Conditions of Business
for Buvers printed in this catalogue.

Interested Parties Announcement In situations where a person who is allowed to bid on a lot has a direct or indirect interest in such lot, such as the beneficiary or executor of an estate selling the lot, a joint owner of the lot, or a party providing or participating in a guarantee of the lot, Sotheby's will make an announcement in the saleroom that interested parties may bid on the lot. In certain instances, interested parties may have knowledge of the reserves.

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3. AFTER THE AUCTION

Payment Payment is due immediately after the sale and may be made by Sterling Wire Transfer or Sterling Cheque. Payments by Sterling Cash and by Credit/Debit Cards are also accepted subject to certain restrictions and/or surcharges

- please see below.
- It is against Sotheby's general policy to accept single or multiple related payments in the form of cash or cash equivalents in excess of the local currency equivalent of US\$10.000.
- It is Sotheby's policy to request any new clients or buyers preferring to make a cash payment to provide: proof of identity (by providing some form of government issued identification containing a photograph, such as a passport, identity card or driver's licence) and confirmation of permanent address. Thank you for your co-operation.

Cheques should be made payable to Sotheby's. Although personal and company cheques drawn in pounds sterling on UK banks are accepted, you are advised that property will not be released until such cheques have cleared unless you have a pre-arranged Cheque

Acceptance Facility. Forms to facilitate this are available from the Post Sale Services Department.

Bank transfers Our bank account details are shown on our invoices. Please include your name, Sotheby's account number and invoice number with your instructions to your bank. Please note that we reserve the right to decline payments received from anyone other than the buyer of record and that clearance of such payments will be required. Please contact our Post Sale Services Department if you have any questions concerning clearance.

Card payment Sotheby's accepts payment by Visa, MasterCard, American Express and CUP credit and debit cards. Card payments may not exceed £30,000 per sale. All cards are accepted in person at Sotheby's premises at the address noted in the catalogue. With the exception of CUP, card payments may also be made online at http://www.sothebys.com/en/invoice-payment.html or by calling Post Sale Services at +44 (0)20 7293 5220.

We reserve the right to seek identification of the source of funds received.

The Conditions of Business require buyers to pay immediately for their purchases. However, in limited circumstances and with the seller's agreement, Sotheby's may grant buyers it deems creditworthy the option of paying for their purchases on an extended payment term basis. Generally credit terms must be arranged prior to the sale. In advance of determining whether to grant the extended payment terms, Sotheby's may require credit references and proof of identity and residence.

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Storage Storage and handling charges may apply. For information concerning post sale storage and charges, please see Sotheby's Greenford Park, Storage and Collection Information at the back of this catalogue. Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue.

All purchases remaining at our New Bond Street premises 90 days after the sale will be transferred to Sotheby's Greenford Park Fine Art Storage (see Sotheby's Greenford Park, Storage and Collection information). All such purchases will be subject to further storage and handling charges from this point.

Loss or Damage Buyers are reminded that Sotheby's accepts liability for loss or damage to lots for a maximum period of thirty (30) days after the date of the auction. Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue.

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Post Sale Services (Mon-Fri 9am to 5pm) Tel +44 (0)20 7293 5220 Fax +44 (0)20 7293 5910

Email: ukpostsaleservices@sothebys.com

We will send you a quotation for shipping your purchase(s). Transit risk insurance may also be included in your quotation. If the quotation is accepted, we will arrange the shipping for you and will despatch the property as soon as possible after receiving your written agreement to the terms of the quotation, financial release of the property and receipt of any export licence or certificates that may be required. Despatch will be arranged at the buyer's expense. Sotheby's may charge an administrative fee for arranging the despatch.

All shipments should be unpacked and checked on delivery and any discrepancies notified immediately to the party identified in your quotation and/or the accompanying documentation.

Export The export of any lot from the UK or import into any other country may be subject to one or more export or import licences being granted. It is the buyer's responsibility to obtain any relevant export or import licence. The denial of any licence required or delay in obtaining such licence cannot justify the cancellation of the sale or any delay in making payment of the total amount due.

Sotheby's, upon request and for an administrative fee, may apply for a licence to export your lot(s) outside the UK

- An EU Licence is necessary to export cultural goods subject to the EU Regulation on the export of cultural property (EEC No. 3911/92, Official Journal No. L395 of 31/12/92) from the European Community.
- A UK Licence is necessary to move cultural goods valued at or above the relevant UK Licence limits from the UK.

For export outside the European Community, an EU Licence will be required for most items over 50 years of age with a value of over £39,219. The following is a selection of categories of items for which other value limits apply and for which an EU Licence may be required. It is not exhaustive and there are other restrictions.

EU Licence Thresholds

Archaeological objects EU LICENCE THRESHOLD: ZERO Elements of artistic, historical or religious monuments EU LICENCE THRESHOLD: ZERO Manuscripts, documents and archives (excluding printed matter) EU LICENCE THRESHOLD: ZERO Architectural, scientific and engineering drawings produced by hand EU LICENCE THRESHOLD: £11,766 Photographic positive or negative or any assemblage of such photographs EU LICENCE THRESHOLD: £11,766 Textiles (excluding carpets and tapestries) EU LICENCE THRESHOLD: £39,219 Paintings in oil or tempera

EU LICENCE THRESHOLD: £117,657
Watercolours, gouaches and pastels
EU LICENCE THRESHOLD: £23,531
Prints, Engravings, Drawings and Mosaics
EU LICENCE THRESHOLD: £11,766

There are separate thresholds for exporting within the European Community. A UK Licence will be required for most items over 50 years of age with a value of over £65,000. Some exceptions are listed below:-

UK Licence Thresholds

Photographic positive or negative or any assemblage of such photographs UK LICENCE THRESHOLD: £10,000 Textiles (excluding carpets and tapestries) UK LICENCE THRESHOLD: £12,000 British Historical Portraits UK LICENCE THRESHOLD: £10,000

Sotheby's recommends that you retain all import and export papers, including licences, as in certain countries you may be required to produce them to governmental authorities.

Endangered Species Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, tortoiseshell, etc., irrespective of age or value, may require a licence or certificate prior to exportation and require additional licences or certificates upon importation to any country outside the EU. Please note that the ability to obtain an export licence or certificate does not ensure the ability to obtain an import licence or certificate in another country, and vice versa. For example, it is illegal to import African elephant ivory into the United States and there are other restrictions on the importation of ivory into the US under certain US regulations which are designed to protect wildlife conservation. Sotheby's suggests that buyers check with their own government regarding wildlife import requirements prior to placing a bid. It is the buyer's responsibility to obtain any export or import licences and/or certificates as well as any other required documentation (please refer to Condition 10 of the Conditions of Business for Buyers printed in this catalogue). Please note that Sotheby's is not able to assist buyers with the shipment of any lots containing ivory and/or other restricted materials into the US. A buyer's inability to export or import these lots cannot justify a delay in payment or a sale's cancellation.

EXPLANATION OF SYMBOLS

The following key explains the symbols you may see inside this catalogue.

o Guaranteed Property

The seller of lots with this symbol has been guaranteed a minimum price from one auction or a series of auctions. This guarantee may be provided by Sotheby's or jointly by Sotheby's and a third party. Sotheby's and any third parties providing a guarantee jointly with Sotheby's benefit financially if a guaranteed lot is sold successfully and may incur a loss if the sale is not successful. If the Guaranteed Property symbol for a lot is not included in the printing of the auction catalogue, a pre-sale or pre-lot announcement will be made indicating that there is a guarantee

on the lot. If every lot in a catalogue is guaranteed, the Important Notices in the sale catalogue will so state and this symbol will not be used for each lot.

△ Property in which Sotheby's has an Ownership Interest

Lots with this symbol indicate that Sotheby's owns the lot in whole or in part or has an economic interest in the lot equivalent to an ownership interest.

⇒ Irrevocable Bids

Lots with this symbol indicate that a party has provided Sotheby's with an irrevocable bid on the lot that will be executed during the sale at a value that ensures that the lot will sell. The irrevocable bidder, who may bid in excess of the irrevocable bid, may be compensated for providing the irrevocable bid by receiving a contingent fee, a fixed fee or both. If the irrevocable bidder is the successful bidder, any contingent fee, fixed fee or both (as applicable) for providing the irrevocable bid may be netted against the irrevocable bidder's obligation to pay the full purchase price for the lot and the purchase price reported for the lot shall be net of any such fees. If the irrevocable bid is not secured until after the printing of the auction catalogue, Sotheby's will notify bidders that there is an irrevocable bid on the lot by one or more of the following means: a pre-sale or pre-lot announcement, by written notice at the auction or by including an irrevocable bid symbol in the e-catalogue for the sale prior to the auction. If the irrevocable bidder is advising anyone with respect to the lot, Sotheby's requires the irrevocable bidder to disclose his or her financial interest in the lot. If an agent is advising you or bidding on your behalf with respect to a lot identified as being subject to an irrevocable bid, you should request that the agent disclose whether or not he or she has a financial interest in the lot.

¥ Interested Parties

Lots with this symbol indicate that parties with a direct or indirect interest in the lot may be bidding on the lot, including (i) the beneficiary of an estate selling the lot, or (ii) the joint owner of a lot. If the interested party is the successful bidder, they will be required to pay the full Buyer's Premium. In certain instances, interested parties may have knowledge of the reserve. In the event the interested party's possible participation in the sale is not known until after the printing of the auction catalogue, a pre-lot announcement will be made indicating that interested parties may be bidding on the lot.

□ No Reserve

Unless indicated by a box (n), all lots in this catalogue are offered subject to a reserve. A reserve is the confidential hammer price established between Sotheby's and the seller and below which a lot will not be sold. The reserve is generally set at a percentage of the low estimate and will not exceed the low estimate for the lot. If any lots in the catalogue are offered without a reserve, these lots are indicated by a box (n). If all lots in the catalogue are offered without a reserve, a Special Notice will be included to this effect and the box symbol will not be used for each lot.

⊕ Property Subject to the Artist's Resale Right

Purchase of lots marked with this symbol (\oplus) will be subject to payment of the Artist's Resale Right, at a percentage of the hammer price calculated as follows:

Portion of the hammer price (in €) Royalty Rate

4%
3%
1%
0.5%
0.25%

The Artist's Resale Right payable will be the aggregate of the amounts payable under the above rate bands, subject to a maximum royalty payable of 12,500 euros for any single work each time it is sold. The maximum royalty payable of 12,500 euros applies to works sold for 2 million euros and above. Calculation of the artist's resale right will be based on the pound sterling / Euro reference exchange rate quoted on the date of the sale by the European Central Bank.

Restricted Materials

Lots with this symbol have been identified at the time of cataloguing as containing organic material which may be subject to restrictions regarding import or export. The information is made available for the convenience of Buyers and the absence of the Symbol is not a warranty that there are no restrictions regarding import or export of the Lot: Bidders should refer to Condition 10 of the Conditions of Business for Buyers. Please also refer to the section on Endangered Species in the Buying at Auction Guide. As indicated in the Endangered Species section, Sotheby's is not able to assist buyers with the shipment of any lots with this symbol into the US. A buyer's inability to export or import any lots with this symbol cannot justify a delay in payment or a sale's cancellation.

\prod Monumental

Lots with this symbol may, in our opinion, require special handling or shipping services due to size or other physical considerations. Buyers are advised to inspect the lot and to contact Sotheby's prior to the sale to discuss any specific shipping requirements.

Please refer to VAT information for Buyers for VAT symbols used in this catalogue. Value Added Tax (VAT) may be payable on the hammer price and/or the buyer's premium. Buyer's premium may attract a charge in lieu of VAT. Please read carefully the "VAT INFORMATION FOR BUYERS" printed in this catalogue.

VAT AND OTHER TAX INFORMATION FOR BUYERS

The following paragraphs are intended to give general guidance to buyers on the VAT and certain other potential tax implications of purchasing property at Sotheby's. The information concerns the most usual circumstances and is not intended to be complete. In all cases the relevant tax legislation takes precedence and the VAT rates in effect on the day of the auction will be the rates charged except for lots sold subject to Temporary Admission for which the applicable rate will be that in force at the time of collection. It should be noted that, for VAT

purposes only, Sotheby's is not usually treated as an agent and most property is sold as if it is the property of Sotheby's.

In the following paragraphs, reference to VAT symbols shall mean those symbols located beside the lot number or the pre-sale estimates in the catalogue (or amending sale room notice).

1. PROPERTY WITH NO VAT SYMBOL

Where there is no VAT symbol, Sotheby's is able to use the Auctioneer's Margin Scheme and VAT will not normally be charged on the hammer price.

Sotheby's must bear VAT on the buyer's premium and hence will charge an amount in lieu of VAT at the standard rate on this premium. This amount will form part of the buyer's premium on our invoice and will not be separately identified. A limited range of goods, including most books, are not liable to VAT and therefore no amount in lieu of VAT will be added to the premium.

Please see 'Exports from the European Union' for the conditions to be fulfilled before the amount in lieu of VAT on the buyer's premium may be cancelled or refunded.

(VAT-registered buyers from within the European Union (EU) should note that the amount in lieu of VAT contained within the buyer's premium cannot be cancelled or refunded by Sotheby's or HM Revenue and Customs.)

Buyers requiring an invoice under the normal VAT rules, instead of a margin scheme invoice, should notify the Post Sale Service Group or the Client Accounts Department on the day of the auction and an invoice with VAT on the hammer price will be raised. Buyers requiring reinvoicing under the normal VAT rules subsequent to a margin scheme invoice having been raised should contact the Client Accounts Department for assistance.

2. PROPERTY WITH A † SYMBOL

These items will be sold under the normal UK VAT rules and VAT will be charged at the standard rate on both the hammer price and buyer's premium.

Please see 'Exports from the European Union' for the conditions to be fulfilled before the VAT charged on the hammer price may be cancelled or refunded.

(VAT-registered buyers from other EU countries may have the VAT cancelled or refunded if they provide Sotheby's with their VAT registration number and evidence that the property has been removed from the UK within three months of the date of sale. The evidence of removal required is a certificate of shipment or, if the lots were carried by hand, proof of travel and completion of a form available from the Post Sale Service Group.

3. PROPERTY WITH A α SYMBOL

Items sold to buyers whose address is in the EU will be assumed to be remaining in the EU. The property will be invoiced as if it had no VAT symbol (see 'Property with no VAT symbol' above). However, if the property is to be exported from the EU, Sotheby's will re-invoice the property under the normal VAT rules (see 'Property sold with a † symbol' above) as requested by the seller.

Items sold to buyers whose address is outside the EU will be assumed to be exported from the EU. The property will be invoiced under the normal VAT rules (see Property sold with a † symbol' above). Although the hammer price will be subject to VAT this will be cancelled or refunded upon export - see 'Exports from the European Union'. However, buyers who are not intending to export their property from the EU should notify our Client Accounts Department on the day of the sale and the property will be re-invoiced showing no VAT on the hammer price (see 'Property sold with no VAT symbol' above).

4. PROPERTY SOLD WITH A \pm OR Ω SYMBOL

These items have been imported from outside the EU to be sold at auction under Temporary Admission. When Sotheby's releases such property to buyers in the UK, the buyer will become the importer and must pay Sotheby's import VAT at the following rates on the hammer price:

- t the reduced rate
- Ω the standard rate

You should also note that the appropriate rate will be that in force on the date of collection of the property from Sotheby's and not that in force at the date of the sale.

These lots will be invoiced under the margin scheme. Sotheby's must bear VAT on the buyer's premium and hence will charge an amount in lieu of VAT at the standard rate on this premium. This amount will form part of the buyer's premium on our invoice and will not be separately identified.

(VAT-registered buyers from the EU should note that the import VAT charged on property released in the UK cannot be cancelled or refunded by Sotheby's, however you may be able to seek repayment) by applying to HM Revenue and Customs - see 'VAT Refunds from HM Revenue and Customs')

(VAT-registered buyers from the UK should note that the invoice issued by Sotheby's for these items is not suitable evidence in respect of import VAT.)

On request, immediately after sale, the Temporary Admission Department can either ask HM Revenue and Customs to generate a C79 certificate (for UK buyers), or obtain a copy of the import C88 (for other EU VAT registered buyers), which may be used to claim recovery of the VAT. Otherwise Sotheby's may re-invoice the lot as if it had been sold with a † symbol and charge VAT at the standard rate on both the hammer price and premium and provide a tax invoice to the buyer. This may enable a buyer who is VAT registered elsewhere in the EU to avoid payment of VAT in the United Kingdom. Re-invoicing in this way may make the lot ineligible to be re-sold using the margin scheme.

Sotheby's will transfer all lots sold subject to Temporary Admission to its Customs warehouse immediately after sale.

5. EXPORTS FROM THE EUROPEAN UNION

The following amounts of VAT may be cancelled or refunded provided Sotheby's receive the appropriate export documents within the time limits stated:

Property with no VAT symbol (see paragraph 1)

The amount in lieu of VAT charged on Buyer's Premium may be refunded provided the purchaser resides outside of the United Kingdom and the property is exported from the EU within 3 months of the sale. Sotheby's must be provided with the appropriate proof of export immediately after export of the goods.

Property with a † symbol

The VAT charged upon the hammer price may be refunded provided the purchaser resides outside of the United Kingdom and the property is exported from the EU within 3 months of the sale. Sotheby's must be provided with the appropriate proof of export immediately after export of the goods.

Property with a \ddagger or a Ω symbol

The Temporary Admission VAT charged on the hammer price may be refunded under the following circumstances:-

- Sotheby's is instructed to ship the property to a place outside the EU
- The property is hand carried from the UK directly outside the EU and Sotheby's pre lodge the export entry with HMRC
- The VAT liability is transferred to your shipper's own Temporary Admission or Customs Warehouse arrangement prior to collection from Sotheby's

Under all other circumstances Sotheby's is required to complete the importation and pay the VAT due to HM Revenue and Customs prior to the property leaving its premises and so a VAT refund will not be possible.

Proof of export required

- for lots sold under the margin scheme (no VAT symbol) or the normal VAT rules († symbol), Sotheby's is provided with appropriate documentary proof of export from the EU. Buyers carrying their own property should obtain hand-carry papers from the Shipping department to facilitate this process.
- for lots sold under Temporary
 Admission (‡ or Ω symbols), and
 subsequently transferred to Sotheby's
 Customs Warehouse (into Bond). The
 property must be shipped as described
 above in the paragraph headed Property
 with a ± or a Ω symbol.
- buyers carrying their own property must obtain hand-carry papers from the Shipping Department for which a small administrative charge will be made. The VAT refund will be processed once the appropriate paperwork has been returned to Sotheby's.
- Sotheby's is not able to cancel or refund any VAT charged on sales made to UK or EU private residents unless the lot is subject to Temporary Admission and the property is exported from the EU and the requisite export papers provided to Sotheby's within one month of collection of the property.
- Sotheby's is not able to cancel or refund any VAT charged on sales to UK or EU private residents unless the lot is subject to Temporary Admission and is shipped as described above.

Buyers intending to export, repair, restore or alter lots sold under Temporary Admission (\ddag or Ω symbols) and therefore transferred to Customs Warehouse after sale should notify the Shipping Department before collection. Failure to do so may result in the import VAT becoming payable immediately and Sotheby's being unable to refund the VAT charged on deposit.

6. VAT REFUNDS FROM HM

Where VAT charged cannot be cancelled or refunded by Sotheby's, it may be possible to seek repayment from HM Revenue and Customs. Repayments in this manner are limited to businesses located outside the UK.

Claim forms are available from:
HM Revenue and Customs
VAT Overseas Repayments Unit
PO Box 34, Foyle House
Duncreggan Road, Londonderry
Northern Ireland, BT48 7AE
Tel: +44 (0)2871 305100
Fax: +44 (0)2871 305101
enq.oru.ni@hmrc.gsi.gov.uk

7. SALES AND USE TAXES

Buyers from outside the UK should note that local sales taxes or use taxes may become payable upon import of items following purchase (for example, the Use Tax payable on import of purchased items to certain states of the USA). Buyers should obtain their own advice in this regard.

Sotheby's is registered to collect sales tax in the states of New York and California, USA. In the event that Sotheby's ships items for a purchaser in this sale to a destination within New York State USA, or California State USA. Sotheby's is obliged to collect the respective state's sales or use tax on the total purchase price and shipping costs, including insurance, of such items, regardless of the country in which the purchaser resides or is a citizen. Where the purchaser has provided Sotheby's with a valid Resale Exemption Certificate prior to the release of the property, sales and use tax will not be charged. Clients to whom this tax might apply are advised to contact the Post Sale Manager listed in the front of this catalogue before arranging shipping.

CONDITIONS OF BUSINESS FOR BUYERS

The nature of the relationship between Sotheby's, Sellers and Bidders and the terms on which Sotheby's (as auctioneer) and Sellers contract with Bidders are set out below.

Bidders' attention is specifically drawn to Conditions 3 and 4 below, which require them to investigate lots prior to bidding and which contain specific limitations and exclusions of the legal liability of Sotheby's and Sellers. The limitations and exclusions relating to Sotheby's are consistent with its role as auctioneer of large quantities of goods of a wide variety and Bidders should pay particular attention to these Conditions.

1. INTRODUCTION

- (a) Sotheby's and Sellers' contractual relationship with prospective Buyers is governed by:
- (i) these Conditions of Business;
- (ii) the Conditions of Business for Sellers displayed in the saleroom and which are available upon request from Sotheby's UK salerooms or by telephoning +44 (0)20 7293 6482:
- (iii) Sotheby's Authenticity Guarantee as printed in the sale catalogue;

- (iv) any additional notices and terms printed in the sale catalogue, including the guide to Buying at Auction: and (v) in respect of online bidding via the internet, the BidNOW Conditions on the Sotheby's website.
- in each case as amended by any saleroom notice or auctioneer's announcement at the auction.
- (b) As auctioneer, Sotheby's acts as agent for the Seller. A sale contract is made directly between the Seller and the Buyer. However, Sotheby's may own a lot (and in such circumstances acts in a principal capacity as Seller) and/or may have a legal, beneficial or financial interest in a lot as a secured creditor or otherwise.

2. COMMON TERMS

- In these Conditions of Business: "Bidder" is any person considering, making or attempting to make a bid, by whatever means, and includes Buyers;
- "Buyer" is the person who makes the highest bid or offer accepted by the auctioneer, and includes such person's principal when bidding as agent;
- "Buyer's Expenses" are any costs or expenses due to Sotheby's from the Buyer and any Artist's Resale Right levy payable in respect of the sale of the Property, including an amount in respect of any applicable VAT thereon;
- "Buyer's Premium" is the commission payable by the Buyer on the Hammer Price at the rates set out in the guide to Buying at Auction plus any applicable VAT or an amount in lieu of VAT;
- "Counterfeit" is as defined in Sotheby's Authenticity Guarantee:
- "Hammer Price" is the highest bid accepted by the auctioneer by the fall of the hammer, (in the case of wine, as apportioned pro-rata by reference to the number of separately identified items in that lot), or in the case of a post-auction sale, the agreed sale price;
- "Purchase Price" is the Hammer Price and applicable Buyer's Premium and VAT; "Reserve" is the (confidential) minimum Hammer Price at which the Seller has agreed to sell a lot;
- "Seller" is the person offering a lot for sale (including their agent (other than Sotheby's), executors or personal representatives):
- "Sotheby's" means Sotheby's, the unlimited company which has its registered office at 34-35 New Bond Street, London W1A 2AA:
- "Sotheby's Company" means both Sotheby's in the USA and any of its subsidiaries (including Sotheby's in London) and Sotheby's Diamonds SA and its subsidiaries (in each case "subsidiary" having the meaning of Section 1159 of the Companies Act 2006);
- **"VAT"** is Value Added Tax at the prevailing rate. Further information is contained in the guide to Buying at Auction.

3. DUTIES OF BIDDERS AND OF SOTHEBY'S IN RESPECT OF ITEMS FOR SALE

(a) Sotheby's knowledge in relation to each lot is partially dependent on information provided to it by the Seller, and Sotheby's is not able to and does not

- carry out exhaustive due diligence on each lot. Bidders acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots in which they may be interested.
- (b) Each lot offered for sale at Sotheby's is available for inspection by Bidders prior to the sale. Sotheby's accepts bids on lots solely on the basis that Bidders (and independent experts on their behalf, to the extent appropriate given the nature and value of the lot and the Bidder's own expertise) have fully inspected the lot prior to bidding and have satisfied themselves as to both the condition of the lot and the accuracy of its description.
- (c) Bidders acknowledge that many lots are of an age and type which means that they are not in perfect condition. All lots are offered for sale in the condition they are in at the time of the auction (whether or not Bidders are in attendance at the auction). Condition reports may be available to assist when inspecting lots. Catalogue descriptions and condition reports may on occasions make reference to particular imperfections of a lot, but Bidders should note that lots may have other faults not expressly referred to in the catalogue or condition report. Illustrations are for identification purposes only and will not convey full information as to the actual condition of lots.
- (d) Information provided to Bidders in respect of any lot, including any estimate, whether written or oral and including information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather is a statement of opinion genuinely held by Sotheby's. Any estimate may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time in Sotheby's absolute discretion.
- (e) No representations or warranties are made by Sotheby's or the Seller as to whether any lot is subject to copyright or whether the Buyer acquires copyright in any lot.
- (f) Subject to the matters referred to at 3(a) to 3(e) above and to the specific exclusions contained at Condition 4 below, Sotheby's shall exercise such reasonable care when making express statements in catalogue descriptions or condition reports as is consistent with its role as auctioneer of lots in the sale to which these Conditions relate, and in the light of: (i) the information provided to it by the Seller; (ii) scholarship and technical knowledge; and
- (iii) the generally accepted opinions of relevant experts, in each case at the time any such express statement is made.

4. EXCLUSIONS AND LIMITATIONS OF LIABILITY TO BUYERS

- (a) Sotheby's shall refund the Purchase Price to the Buyer in circumstances where it deems that the lot is a Counterfeit and each of the conditions of the Authenticity Guarantee has been satisfied.
- (b) In the light of the matters in Condition 3 above and subject to Conditions 4(a)

- and 4(e), neither any Sotheby's Company nor the Seller:
- (i) is liable for any errors or omissions in information provided to Bidders by Sotheby's (or any Sotheby's Company), whether orally or in writing, whether negligent or otherwise, except as set out in Condition 3(f) above:
- (ii) gives any guarantee or warranty to Bidders and any implied warranties and conditions are excluded (save in so far as such obligations cannot be excluded by law) other than the express warranties given by the Seller to the Buyer in Condition 2 of the Sellers' Conditions of Business:
- (iii) accepts responsibility to any Bidders in respect of acts or ornissions (whether negligent or otherwise) by Sotheby's in connection with the conduct of auctions or for any matter relating to the sale of any lot.
- (c) Unless Sotheby's owns a lot offered for sale, it is not responsible for any breach of these conditions by the Seller.
- (d) Without prejudice to Condition 4(b), any claim against Sotheby's or the Seller by a Bidder is limited to the Purchase Price with regard to that lot. Neither Sotheby's nor the Seller shall under any circumstances be liable for any consequential losses.
- (e) None of this Condition 4 shall exclude or limit Sotheby's liability in respect of any fraudulent misrepresentation made by Sotheby's or the Seller, or in respect of death or personal injury caused by the negligent acts or omissions of Sotheby's or the Seller.

5. BIDDING AT AUCTION

- (a) Sotheby's has absolute discretion to refuse admission to the auction. Bidders must complete a Paddle Registration Form and supply such information and references as required by Sotheby's. Bidders act as principal unless they have Sotheby's prior written consent to bid as agent for another party. Bidders are personally liable for their bid and are jointly and severally liable with their principal if bidding as agent.
- (b) Sotheby's advises Bidders to attend the auction but will seek to carry out absentee written bids which are in pounds sterling and, in Sotheby's opinion, clear and received sufficiently in advance of the sale of the lot, endeavouring to ensure that the first received of identical written bids has priority.
- (c) Where available, written, telephone and online bids are offered as an additional service for no extra charge, at the Bidder's risk and shall be undertaken. with reasonable care subject to Sotheby's other commitments at the time of the auction: Sotheby's therefore cannot accept liability for failure to place such bids save where such failure is unreasonable. Telephone and online bids may be recorded. Online bids ("BidNOW") are made subject to the BidNOW Conditions available on the Sotheby's website or upon request. The BidNOW Conditions apply in relation to online bids, in addition to these Conditions of Business.

6. CONDUCT OF THE AUCTION

- (a) Unless otherwise specified, all lots are offered subject to a Reserve, which shall be no higher than the low presale estimate at the time of the auction.
- (b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if he believes there may be error or dispute, and take such other action as he reasonably thinks fit.
- (c) The auctioneer will commence and advance the bidding at levels and in increments he considers appropriate and is entitled to place a bid or series of bids on behalf of the Seller up to the Reserve on the lot, without indicating he is doing so and whether or not other bids are placed.
- (d) Subject to Condition 6(b), the contract between the Buyer and the Seller is concluded on the striking of the auctioneer's hammer, whereupon the Buyer becomes liable to pay the Purchase Price.
- (e) Any post-auction sale of lots offered at auction shall incorporate these Conditions as if sold in the auction.

7. PAYMENT AND COLLECTION

- (a) Unless otherwise agreed, payment of the Purchase Price for a lot and any Buyer's Expenses are due by the Buyer in pounds sterling immediately on conclusion of the auction (the "Due Date") notwithstanding any requirements for export, import or other permits for such lot.
- (b) Title in a purchased lot will not pass until Sotheby's has received the Purchase Price and Buyer's Expenses for that lot in cleared funds. Sotheby's is not obliged to release a lot to the Buyer until title in the lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the Buyer's unconditional obligation to pay the Purchase Price and Buyer's Expenses.
- (c) The Buyer is obliged to arrange collection of purchased lots no later than thirty (30) calendar days after the date of the auction. Purchased lots are at the Buyer's risk (and therefore their sole responsibility for insurance) from the earliest of i) collection or ii) the thirty-first calendar day after the auction. Until risk passes, Sotheby's will compensate the Buyer for any loss or damage to the lot up to a maximum of the Purchase Price paid. Buyers should note that Sotheby's assumption of liability for loss or damage is subject to the exclusions set out in Condition 6 of the Conditions of Business for Sellers.
- (d) For all items stored by a third party and not available for collection from Sotheby's premises, the supply of authority to release to the Buyer shall constitute collection by the Buyer.
- (e) All packing and handling is at the Buyer's risk. Sotheby's will not be liable for any acts or omissions of third party packers or shippers.
- (f) The Buyer of any firearm is solely

responsible for obtaining all valid firearm or shotgun certificates or certificates of registration as a firearms dealer, as may be required by the regulations in force in England and Wales or Scotland (as applicable) relating to firearms or other weapons at the time of the sale, and for complying with all such regulations, whether or not notice of such is published in the Sale Catalogue. Sotheby's will not deliver a firearm to a Buyer unless the Buyer has first supplied evidence to Sotheby's satisfaction of compliance with this Condition.

8. REMEDIES FOR NON-PAYMENT

Without prejudice to any rights the Seller may have, if the Buyer without prior agreement fails to make payment for the lot within five days of the auction, Sotheby's may in its sole discretion (having informed the Seller) exercise one or more of the following remedies:

- (a) store the lot at its premises or elsewhere at the Buyer's sole risk and expense;
- (b) cancel the sale of the lot;
- (c) set off any amounts owed to the Buyer by a Sotheby's Company against any amounts owed to Sotheby's by the Buyer in respect of the lot:
- (d) apply any payments made to Sotheby's by the buyer as part of the Purchase Price and Buyer's Expenses towards that or any other lot purchased by the Buyer, or to any shortfall on the resale of any lot pursuant to paragraph (h) below, or to any damages suffered by Sotheby's as a result of breach of contract by the Buyer;
- (e) reject future bids from the Buyer or render such bids subject to payment of a deposit;
- (f) charge interest at 6% per annum above HSBC Bank plc Base Rate from the Due Date to the date the Purchase Price and relevant Buyer's Expenses are received in cleared funds (both before and after judgement);
- (g) exercise a lien over any of the Buyer's property which is in the possession of a Sotheby's Company. Sotheby's shall inform the Buyer of the exercise of any such lien and within 14 days of such notice may arrange the sale of such property and apply the proceeds to the amount owed to Sotheby's;
- (h) resell the lot by auction or private sale, with estimates and reserves at Sotheby's discretion. In the event such resale is for less than the Purchase Price and Buyer's Expenses for that lot, the Buyer will remain liable for the shortfall together with all costs incurred in such resale:
- (i) commence legal proceedings to recover the Purchase Price and Buyer's Expenses for that lot, together with interest and the costs of such proceedings on a full indemnity basis; or
- (j) release the name and address of the Buyer to the Seller to enable the Seller to commence legal proceedings to recover the amounts due and legal costs. So-

theby's will take reasonable steps to notify the Buyer prior to releasing such details to the Seller.

9. FAILURE TO COLLECT PURCHASES

- (a) If the Buyer pays the Purchase Price and Buyer's Expenses but fails to collect a purchased lot within thirty calendar days of the auction, the lot will be stored at the Buyer's expense (and risk) at Sotheby's or with a third party.
- (b) If a purchased lot is paid for but not collected within six months of the auction, the Buyer authorises Sotheby's, having given notice to the Buyer, to arrange a resale of the item by auction or private sale, with estimates and reserves at Sotheby's discretion. The proceeds of such sale, less all costs incurred by Sotheby's, will be forfeited unless collected by the Buyer within two years of the original auction.

10. EXPORT AND PERMITS

It is the Buyer's sole responsibility to identify and obtain any necessary export, import, firearm, endangered species or other permit for the lot. Any symbols or notices in the sale catalogue reflect Sotheby's reasonable opinion at the time of cataloguing and offer Bidders general guidance only. Without prejudice to Conditions 3 and 4 above, Sotheby's and the Seller make no representations or warranties as to whether any lot is or is not subject to export or import restrictions or any embargoes. The denial of any permit or licence shall not justify cancellation or rescission of the sale contract or any delay in payment.

11. GENERAL

- (a) All images and other materials produced for the auction are the copyright of Sotheby's, for use at Sotheby's discretion.
- (b) Notices to Sotheby's should be in writing and addressed to the department in charge of the sale, quoting the reference number specified at the beginning of the sale catalogue. Notices to Sotheby's clients shall be addressed to the last address formally notified by them to Sotheby's.
- (c) Should any provision of these Conditions of Business be held unenforceable for any reason, the remaining provisions shall remain in full force and effect.
- (d) These Conditions of Business are not assignable by any Buyer without Sotheby's prior written consent, but are binding on Buyers' successors, assigns and representatives. No act, omission or delay by Sotheby's shall be deemed a waiver or release of any of its rights.
- (e) The Contracts (Rights of Third Parties) Act 1999 is excluded by these Conditions of Business and shall not apply to any contract made pursuant to them.
- (f) The materials listed in Condition 1(a) above set out the entire agreement and understanding between the parties with respect to the subject matter hereof. It is agreed that, save in respect of liability for fraudulent misrepresentation, no party

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Sotheby's will use information provided by its clients (or which Sotheby's otherwise obtains relating to its clients) for the provision of auction and other art-related services, loan and insurance services, client administration, marketing and otherwise to manage and operate its business, or as required by law. This will include information such as the client's name and contact details, proof of identity, financial information, records of the client's transactions, and preferences. Some gathering of information about Sotheby's clients will take place using technical means to identify their preferences in order to provide a higher quality of service to them. Sotheby's may also disclose the client information to other Sotheby's Companies and/or third parties acting on their behalf to provide services for the purposes listed above.

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13. LAW AND JURISDICTION

Governing Law These Conditions of Business and all aspects of all matters, transactions or disputes to which they relate or apply (including any online bids in the sale to which these Conditions apply) shall be governed by and interpreted in accord-

ance with English law.

Jurisdiction For the benefit of Sotheby's, all Bidders and Sellers agree that the Courts of England are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Business relate or apply. All parties agree that Sotheby's shall retain the right to bring proceedings in any court other than the Courts of England.

Service of Process All Bidders and Sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by English law, the law of the place of service or the law of the jurisdiction where proceedings are instituted, at the last address of the Buyer or Seller known to Sotheby's or any other usual address

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Smaller items can normally be collected from New Bond Street, however large items may be sent to Sotheby's Greenford Park Fine Art Storage Facility. If you are in doubt about the location of your purchases please contact the Sale Administrator (see front of catalogue) prior to collection.

COLLECTION FROM NEW BOND STREET

Lots will be released to you or your authorised representative when full and cleared payment has been received by Sotheby's, together with settlement of any removal, interest, handling and storage charges thereon, appropriate identification has been provided and a release note has been produced by our Post Sale Service Group at New Bond Street, who are open Monday to Friday 9.00am to 5.00pm.

Any purchased lots that have not been collected within 30 days from the date of the auction will be subject to handling and storage charges at the rates set out below. In addition all purchased lots that have not been collected from our New Bond Street premises within 90 days of the auction will be transferred to Sotheby's Greenford Park Fine Art Storage Facility.

Collect your property from:
Sotheby's Property Collection
Opening hours:
Monday to Friday 9.00am to 5.00pm
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COLLECTION FROM SOTHEBY'S GREENFORD PARK FINE ART STORAGE FACILITY

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identification has been provided and a release note has been produced by our Post Sale Service Group at New Bond Street, who are open Monday to Friday 9.00am to 5.00pm.

Purchasers must ensure that their payment has been cleared prior to collection and that a release note has been forwarded to Sotheby's Greenford Park by our Post Sale Service Group at Sotheby's New Bond Street. Buyers who have established credit arrangements with Sotheby's may collect purchases prior to payment, although a release note is still required from our Post Sale Service Group as above.

Any purchased lots that have not been collected within 30 days from the date of the auction will be subject to handling and storage charges at the rates set out below.

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Monday to Friday 8.30am to 4.30pm Sotheby's Greenford Park, 13 Ockham Drive, Greenford, Middlesex,

Tel: +44 (0)20 7293 5600 Fax: +44 (0)20 7293 5625

ROUTE GUIDANCE TO SOTHEBY'S GREENFORD PARK FINE ART STORAGE FACILITY

From Bond Street head towards Regents Park, take the A40 Marylebone Road to Western Avenue. Take the exit off the A40 signposted Greenford A4127. At the roundabout take the third exit signposted Harrow and Sudbury, A4127 onto Greenford Road. Go under the railway bridge and at the traffic lights turn first left into Rockware Avenue. At the T Junction turn right onto Oldfield Lane North and then left into Ockham Drive. Stop at the security barrier and say you are visiting Sotheby's. Once cleared, travel 300 yards down the road and Unit 13 is situated on the left hand side.

STORAGE CHARGES

Any purchased lots that have not been collected within 30 days from the date of the auction will be subject to handling and storage charges at the following rates:

Small items (such as jewellery, watches, books or ceramics): handling fee of £20 per lot plus storage charges of £2 per lot per day.

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Large items (items that cannot be lifted or moved by one person alone): handling fee of £40 per lot plus storage charges of £8 per lot per day.

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A lot's size will be determined by Sotheby's on a case by case basis (typical examples given above are for illustration purposes only).

All charges are subject to VAT, where applicable. All charges are payable to Sotheby's at our Post Sale Service Group in New Bond Street.

Storage charges will cease for purchased lots which are shipped through Sotheby's Shipping Logistics from the date on which we have received a signed quote acceptance from you.

LIABILITY FOR LOSS OR DAMAGE

Buyers are reminded that Sotheby's accepts liability for loss or damage to lots for a maximum period of thirty (30) calendar days after the date of the auction. Please refer to Condition 7 of the Conditions of Business for Buyers.

SOTHEBY'S AUTHENTICITY GUARANTEE

If Sotheby's sells an item which subsequently is shown to be a "counterfeit", subject to the terms below Sotheby's will set aside the sale and refund to the Buyer the total amount paid by the Buyer to Sotheby's for the item, in the currency of the original sale.

For these purposes, "counterfeit" means a lot that in Sotheby's reasonable opinion is an imitation created to deceive as to authorship, origin, date, age, period, culture or source, where the correct description of such matters is not reflected by the description in the catalogue (taking into account any Glossary of Terms). No lot shall be considered a counterfeit by reason only of any damage and/or restoration and/or modification work of any kind (including repainting or over-painting).

Please note that this Guarantee does not apply if either:-

(i) the catalogue description was in accordance with the generally accepted opinion(s) of scholar(s) and expert(s) at the date of the sale, or the catalogue description indicated that there was a conflict of such opinions; or (ii) the only method of establishing at the date of the sale that the item was a counterfeit would have been by means of processes not then generally available or accepted, unreasonably expensive or impractical to use; or likely to have caused damage to the lot or likely (in Sotheby's reasonable opinion) to have caused loss of value to the lot; or (iii) there has been no material loss in value of the lot from its value had it been in accordance with its description.

This Guarantee is provided for a period of five (5) years after the date of the relevant auction, is solely for the benefit of the Buyer and may not be transferred to any third party. To be able to claim under this Guarantee, the Buyer must:-

- (i) notify Sotheby's in writing within three (3) months of receiving any information that causes the Buyer to question the authenticity or attribution of the item, specifying the lot number, date of the auction at which it was purchased and the reasons why it is thought to be counterfeit; and
- (ii) return the item to Sotheby's in the same condition as at the date of sale to the Buyer and be able to transfer good title in the item, free from any third party claims arising after the date of the sale.

Sotheby's has discretion to waive any of the above requirements. Sotheby's may require the Buyer to obtain at the Buyer's cost the reports of two independent and recognised experts in the field, mutually acceptable to Sotheby's and the Buyer. Sotheby's shall not be bound by any reports produced by the Buyer, and reserves the right to seek additional expert

advice at its own expense. In the event Sotheby's decides to rescind the sale under this Guarantee, it may refund to the Buyer the reasonable costs of up to two mutually approved independent expert reports.

4/08 NBS GUARANTEE MAIN

IMPORTANT NOTICES

ESTIMATES IN EUROS AND US DOLLARS

As a guide to potential buyers, estimates for this sale are also shown in Euros and US Dollars. The estimates printed in the catalogue in Pounds Sterling have been converted at the following rate, which was current at the time of printing. These estimates may have been rounded:

£1 = US\$1.37 £1 = £1 13

By the date of the sale this rate is likely to have changed, and buyers are recommended to check before bidding.

During the sale Sotheby's may provide a screen to show currency conversions as bidding progresses. This is intended for guidance only and all bidding will be in Pounds Sterling. Sotheby's is not responsible for any error or omissions in the operation of the currency converter.

Payment for purchases is due in Pounds Sterling, however the equivalent amount in any other currency will be accepted at the rate prevailing on the day that payment is received in cleared funds.

Settlement is made to vendors in the currency in which the sale is conducted, or in another currency on request at the rate prevailing on the day that payment is made by Sotheby's.

LIABILITY FOR LOSS OR DAMAGE FOR PURCHASED LOTS

Purchasers are requested to arrange clearance as soon as possible and are reminded that Sotheby's accepts liability for loss or damage to lots for a maximum period of thirty (30) calendar days following the date of the auction. Please refer to condition 7 of the Conditions of Business for Buyers.

COLLECTION OF LOTS MARKED 'W'

All purchased lots marked in the catalogue with a W will be transferred from the saleroom to Sotheby's Greenford Park Fine Art Storage Facility after 5 pm on the day of the sale. Collection can be made from Sotheby's Greenford Park two days after the sale, but not on the day immediately following the sale.

Exceptions to this procedure will be notified by auction room notice and announced at the time of the sale. After 30 days storage charges will commence.

Please see the Buying at Auction guide for further information.

SAFETY AT SOTHEBY'S

Sotheby's is concerned for your safety while you are on our premises and we endeavour to display items safely so far as is reasonably practicable. Nevertheless, should you handle any items on view at our premises, you do so at your own risk.

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Some items on view may be labelled "PLEASE DO NOTTOUCH". Should you wish to view these items you must ask for assistance from a member of Sotheby's staff who will be pleased to assist you. Thank you for your co-operation.

11/10 NBS_NOTICE_€ & \$US

GLOSSARY OF TERMS

The following are examples of the terminology used in this catalogue. Any statement as to authorship, attribution, origin, date, age, provenance and condition is a statement of opinion and is not to be taken as a statement of fact.

Please read carefully the terms of the Authenticity Guarantee and the Conditions of Business for Buyers set out in this catalogue, in particular Conditions 3 and 4.

1 GIOVANNI BELLINI

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.

2 ATTRIBUTED TO GIOVANNI BELLINI

In our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category.

3 STUDIO OF GIOVANNI BELLINI

In our opinion a work by an unknown hand in the studio of the artist which may or may not have been executed under the artist's direction.

4 CIRCLE OF GIOVANNI BELLINI

In our opinion a work by an as yet unidentified but distinct hand, closely associated with the named artist but not necessarily his pupil.

5 STYLE OF.....; FOLLOWER OF GIOVANNI BELLINI

In our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil.

6 MANNER OF GIOVANNI BELLINI

In our opinion a work in the style of the artist and of a later date.

7 AFTER GIOVANNI BELLINI

In our opinion a copy of a known work of the artist.

- 8 The term signed and/or dated and/or inscribed means that in our opinion the signature and/or date and/or inscription are from the hand of the artist.
- 9 The term bears a signature and/or date and/or inscription means that in our opinion the signature and/or date and/or inscription have been added by another hand.
- **10** Dimensions are given height before width.
- **11** Pictures are framed unless otherwise stated.
- 12 Please note that designations of ownership refer only to the lots above which they appear.

1/03 NBS_GLOS_CONT PTGS

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