



# THE COLOURISTS

Pictures from the Harrison Collection

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# THE COLOURISTS

Pictures from the Harrison Collection

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SOTHEBY'S EUROPE



# 'As I Remember Them'

by Thomas Podd

'To each of these fine artists I owe a debt of gratitude which can never be repaid, for it is to them...that I owe what knowledge I may have of the qualities which, collectively make a work of art.'

MAJOR ION R. HARRISON

'As I Remember Them', essay in T.J. Honeyman, *Three Scottish Colourists*, 1950, p.126

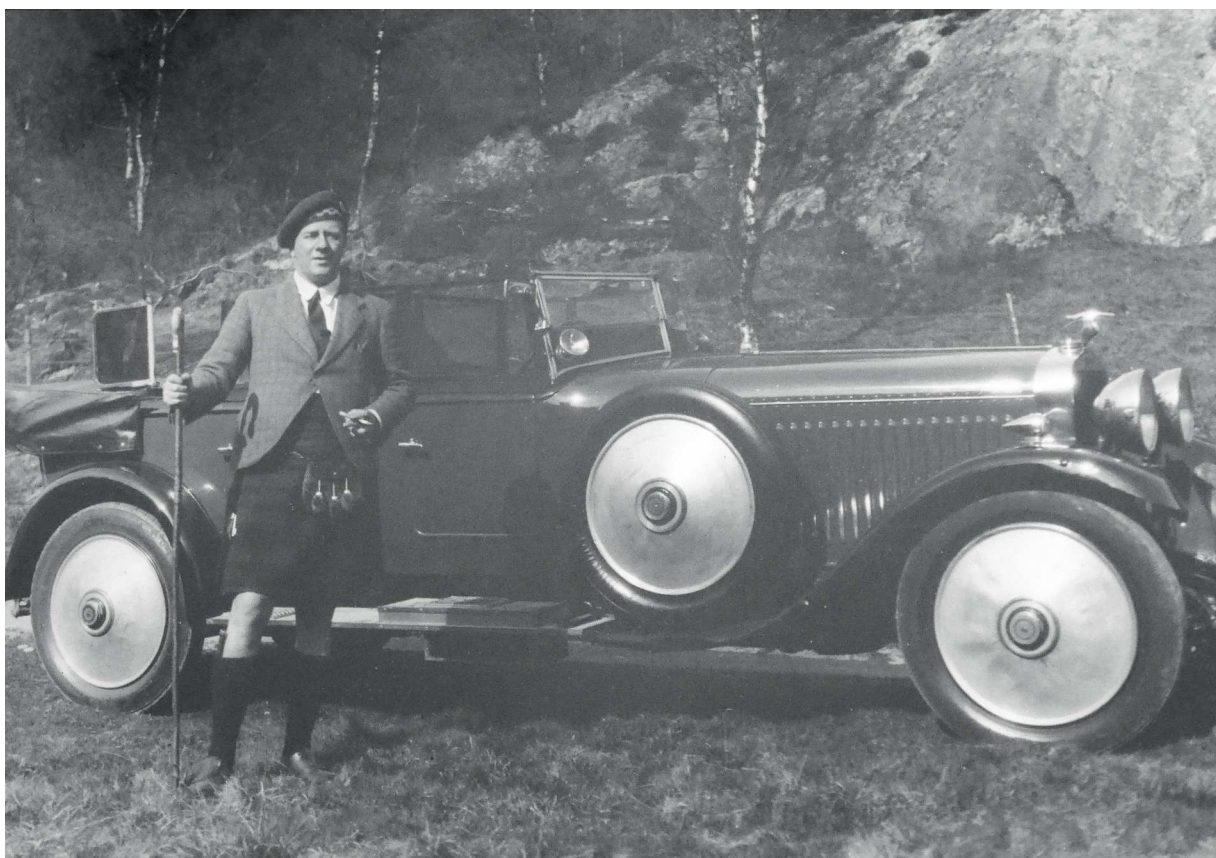
Visiting Croft House for the first time was an experience that will live long in the memory. Crossing the threshold and walking into the elegant reception hall one was immediately greeted by Francis Campbell Boileau Cadell's masterpiece *The White Room* (lot 109), with its harmonious tones of white and grey punctuated with flashes of dazzling colour. Following the hallway, lined with watercolours by George Leslie Hunter, spontaneous and filled with Provencal warmth, one came to the drawing room, light streaming through the bay windows and the view running down over Helensburgh to the waters of the Clyde beyond. The eye was instantly drawn to Cadell's *The Drawing Room, Croft House* (lot 112) hanging in the very same room it depicts, with the majority of furniture and paintings unchanged

eighty years later. It is hard to imagine a work that encapsulates so perfectly the spirit of an entire collection with its balanced composition and its sophisticated and bold application of colour, the ultimate Colourist statement. The painting speaks also about the collector and his friendship with the artists whose works lined the walls of this beautiful home.

Major Ion R. Harrison, a Glasgow ship owner, first encountered the work of the Colourist artists in 1921 when, encouraged by his friend Dr Thomas John Honeyman, the future Director of Glasgow Art Gallery, he attended an exhibition at Alexander Reid & Lefevre on West Street in Glasgow of paintings by Samuel John Peploe. Harrison was instantly struck by the modern and bold character of Peploe's work



Croft House, Helensburgh, c. 1925



Ion Harrison dressed in hunting tartan next to his 1930s Hispano Suiza Tourer

and later recalled, *'I had never seen anything in art similar to these pictures...They really startled me for, to my eyes, they were so 'ultra-modern'...their brilliant colour against equally strong draperies, were at that time beyond my comprehension.*<sup>1</sup> It would be three more years before Harrison purchased his first work by Peplow, swiftly followed by a number of paintings by Hunter, also from Alexander Reid. Indeed, on visiting the exhibition of Hunter's work at the gallery Harrison remembers that, *'When leaving, old Mr Alex. Reid said to me that if he was a wealthy man he would buy every Hunter in the exhibition.'*<sup>2</sup> It was not long after in 1925 that Harrison purchased his first work by Cadell *The Pink Azaleas* (lot 103) which became a particularly cherished painting in the collection. Remembering Cadell's first visit to Croft House, Harrison noted that, *'he [Cadell] saw... the Pink Azalea hanging on the wall in a room to his left. He went straight up to it and, sucking his pipe, looked at it silently for some time. Eventually he turned towards me and said, "I have often wondered where that picture went. I congratulate you on having acquired it and, although I say it myself, you have a damned good Cadell."*<sup>3</sup>

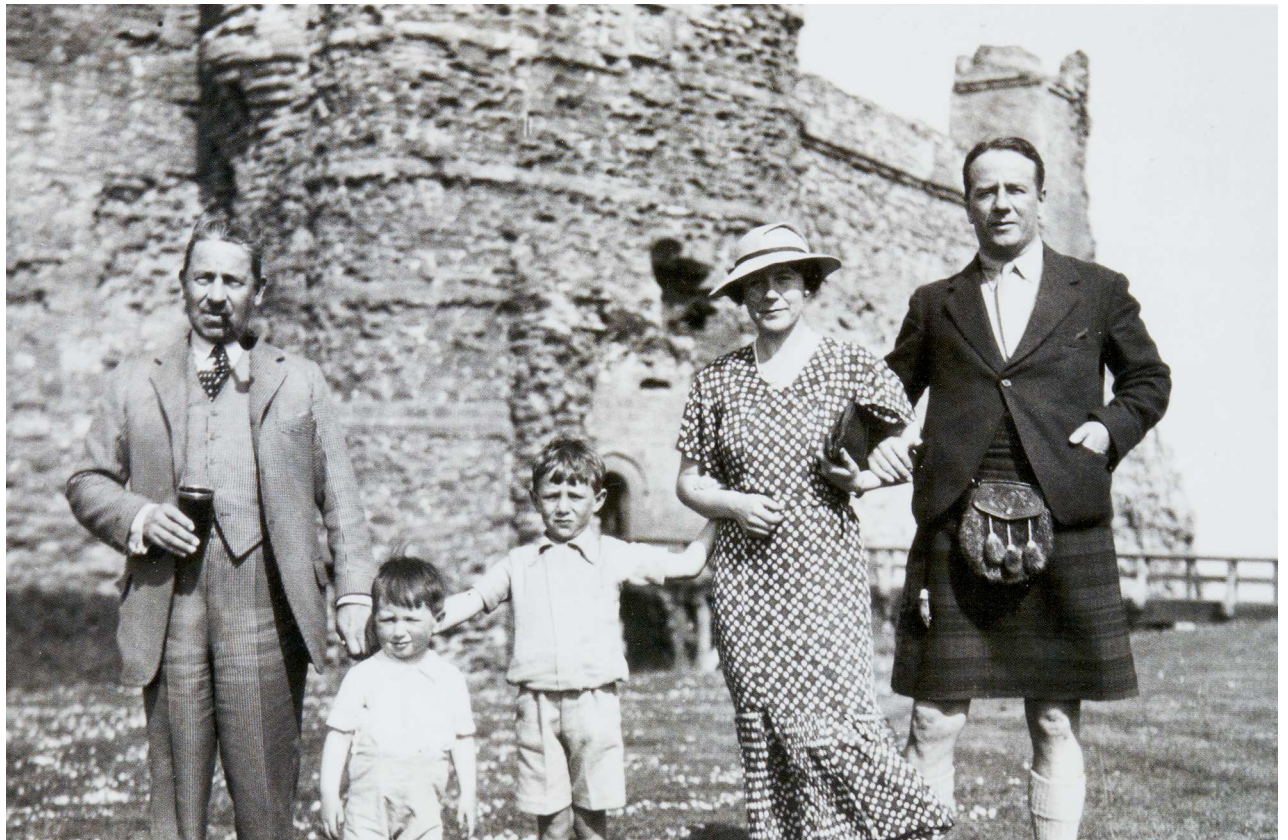
Ion Harrison's memories of the Colourists are elegantly recorded in a chapter at the end of T.J. Honeyman's *Three Scottish Colourists* (Edinburgh, 1950) poignantly titled *As I Remember Them*. It is these personal recollections and close relationships between Harrison and the artists that give the collection such a sense of immediacy. Harrison first made the acquaintance of Hunter through his business partners in Glasgow in 1919 having returned from service during the Great War. Hunter became a regular visitor to Harrison's offices in Glasgow and also to Croft House where he last stayed in 1931 just a few months before his untimely death. Harrison was drawn to Hunter's modern approach to painting and remembers how, *'Hunter always maintained that he was not painting for today but for fifty years hence...Having lived twenty-five years with several of them I find that Hunter's prophecy is coming true.'*<sup>4</sup> Cadell was the second of the Colourists Harrison met in 1928 and a close friendship developed right away, *'We seemed to take to each other immediately...he was a frequent visitor to Croft House - sometimes staying for two or three weeks on end. At other times...he would come into the house unannounced*



and spend the day quite happily.<sup>5</sup> Harrison also described Cadell's infectious personality, 'If one had a party of friends Cadell was always the centre of an animated group with his great fund of humour and his innumerable stories. He was a prince of entertainers... He and I seemed to have had a natural affinity of thought.'<sup>6</sup>

This close friendship between patron and artist is reflected in the correspondence they shared, preserved by the Harrison family and now gifted to the archive of the National Galleries of Scotland in Edinburgh. In a letter dated 1st December 1929 Cadell, always commercially aware, wrote to Harrison with his opinions on the attraction of buying modern art, 'The advantage in buying modern pictures is 1. That the buyer knows the work to be by the artist and who painted it, 2. Buying comparatively low with the sporting chance, confident with either knowledge or luck, that the picture will go up + 3. The advantage, + this to the painter, of encouraging Contemporary art without which there would be no future 'old

masters'!<sup>7</sup> Cadell would also regularly correspond with Harrison's wife Marie-Louise and the three formed a strong friendship which developed with every new commission and acquisition. In February 1930 Cadell wrote to Marie-Louise, 'I must thank you both for a most enjoyable visit. It was a great pleasure for me to see my pictures in situ in your charming house, + to find them so much appreciated.'<sup>8</sup> Throughout the 1930s Cadell's relationship with the Harrison family deepened and they went on holiday together to Iona during the summer of 1932. As Cadell became increasingly ill, his friendship with the Harrisons provided much-appreciated support. In one of his last letters to Harrison Cadell, still maintaining his indomitable sense of humour, wrote, 'I have practically discarded my old friend the pipe. You kindly said you thought of sending me some whisky. But didn't suppose I was allowed it. As a matter of fact it is the only intoxicant I am allowed, so a bottle would be very welcome to drink your health in.'<sup>9</sup>



Cadell with Ronald, Iain, Marie-Louise and Ion Harrison at Tantallon Castle, near North Berwick, 1936

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 "The Harbour, Bassis". £ 35 -  
 "The Pink Azalea". £ 60 -  
 150 -  
 - 12  
 - 2 -  
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27 April 1946  
 Pounds  
 Pence

1946.			
Dec.	To One Painting, "Entrance to Iona Cathedral" by, F.C.B. Cadell.	31	10 0
	One Whitefriars Crystal Bowl. w28.	1	5 0
	Facsimile	4	10 0
		37	5 0

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*R. Harrison Esq.*  
*awhip*



Harrison it seems had less of a personal connection with the artist John Duncan Fergusson and Fergusson's work was less represented in the collection overall than that of his contemporaries. Harrison and Fergusson met in 1936 as revealed in a letter from Cadell to Harrison, '[I was]... interested to hear of your having met Fergusson – I haven't seen him for ages – 1909 – I should think!'.<sup>10</sup> Harrison in particular seemed to appreciate Fergusson's earlier paintings of France such as *Bathing Huts*, *Paris Plage* (lot 101) and *Paris, 1907* (lot 104) where there is a clear discourse with Peploe. Fergusson enjoyed a long and successful painting life, most of it spent in the South of France and he far out lived Hunter, Peploe and Cadell and indeed Harrison which may well explain the comparative lack of works by Fergusson in the collection.

Of all of the Colourist artists though, it seems Peploe's friendship was the most difficult to attain. Cadell first introduced Peploe to the Harrisons in 1932 and they invited him to stay at Croft House, a visit that Ion Harrison remarked, 'was a very great privilege for us, for Peploe did not care for visiting

*people unless he knew them very well. It was a very happy weekend indeed, and Peploe was pleased to see his pictures hanging together in their surroundings. I told them how much they had helped me when I had come through some unhappy times.*<sup>11</sup> Although Harrison and Peploe's friendship did not gain the same level of familiarity it did with either Hunter or Cadell, there was great mutual respect between the two and from Harrison, a genuine marvel at Peploe's artistic skills, 'I knew Peploe least of the three, but I held him in great esteem and regarded him as a very great artist.'<sup>12</sup> Harrison accompanied Cadell to Peploe's funeral a 'sad privilege' at which Harrison provided a comfort to Cadell who was greatly upset at the loss of his close friend. Cadell, like Harrison, regarded Peploe highly as an artist and Harrison commented that there was a mutual artistic admiration between Peploe, Cadell and Hunter, 'He [Cadell] always regarded Peploe, who was so different in temperament to himself, as one of his closest friends and the finest artist that Scotland had produced, and both Cadell and Peploe shared a genuine admiration for Leslie Hunter's work.'<sup>13</sup>



The Entrance Hall, Croft House, c. 1925



The Drawing Room, Croft House, c. 1925

It seems that Harrison himself held these artists in equal regard and wrote, *'I consider them all to be equally great, each in his own special way. One of them could excel in painting something which another could not tackle quite so successfully.'*<sup>14</sup> Harrison considered Cadell to be the most versatile of the group, noting that Cadell could paint interiors, seascapes, landscapes, portraits and still-life's with equal skill. He equated the differences between each artist to the key colours that he felt underpinned all of their painting, *'As a generalisation I call Peploe the Blue Painter, Cadell the Green Painter and Hunter the Red Painter, for there are very few pictures by any of these artists which do not show a distinct fondness for their own particular colour...It became a matter of habit to talk about 'Cadell Green.'*<sup>15</sup> One need only look at *Port Ban* (lot 108) to see what Harrison meant by 'Cadell Green' or indeed *The Bay, Juan-les-Pins* (lot 115) to see Hunter's use of vivid red. Despite these differences in subject, style and colour the work of these artists hung in Croft House side by side in glorious harmony, brilliant flashes of daring colour giving a bold modern texture to an elegant Scottish home.

In 1951, the Harrison collection was exhibited in its entirety at the McLellan Galleries in Glasgow. From its beginnings in the 1920s the collection had grown into a comprehensive survey of the Colourists with all of the artists, their various styles, subjects, periods and mediums represented. In the preface to the exhibition catalogue Stanley Cursiter, President of the Royal Scottish Academy, wrote, *'Each picture marks a stage in the artist's development; each a milestone in a friendship and companionship; each a storehouse of memories.'*<sup>16</sup> In total one hundred and seventy nine works by the Colourists were shown to great acclaim. The exhibition stood as a testimony to Major Ion R. Harrison, a great collector, patron and perhaps most importantly friend to a unique group of artists who ushered in a new age of modernism in British art. *'When a collector has brought together a great gathering of works by artists who were his personal friends, we have something that is entirely different.'*<sup>17</sup>

'The Collector was the friend of Peploe, Cadell and Hunter, and in his home it is difficult to know if, somehow, the treasures have been enclosed in a casket miraculously made to fit; or whether, by some strange alchemy the works have grown, like the wild flowers on a scree, each the perfect decoration for its own nook ... To the collection as it has grown has been added the carefully garnered triumphs of the collector's zeal ... Round the bright core of Peploe, Cadell and Hunter they grew - for art is a living thing. And those who live with it – live better.'

#### STANLEY CURSITER

*Pictures From A Private Collection*, exhibition catalogue, Glasgow, 1951, p.8

<sup>14</sup> Ion R. Harrison, *As I Remember Them*, essay in T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950, p.126

<sup>2</sup> *ibid*, p.119

<sup>3</sup> *ibid*, p.119

<sup>4</sup> *ibid*, p.120

<sup>5</sup> *ibid*, p.126

<sup>6</sup> *ibid*, p.122

<sup>7</sup> Scottish National Gallery of Modern Art Archive (SNGMA), GMA A118/6, letter from F.C.B. Cadell to Ion Harrison dated 1 December 1929

<sup>8</sup> SNGMA, GMA A118/8, letter from Cadell to Marie-Louise Harrison, 17 February 1930

<sup>9</sup> SNGMA, GMA A118/64, letter from Cadell to Harrison, 30 October 1937

<sup>10</sup> SNGMA, GMA A118/57, letter from Cadell to Harrison, 18 September 1936

<sup>11</sup> Ion R. Harrison, *As I Remember Them*, essay in T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950, p.123

<sup>12</sup> *ibid*, p.123

<sup>13</sup> *ibid*, p.123

<sup>14</sup> Ion R. Harrison, *As I Remember Them*, essay in T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950, p.123

<sup>15</sup> *ibid*, p.123

<sup>16</sup> S. Cursiter, *Pictures From A Private Collection*, exh.cat, Glasgow, 1951, p.8

<sup>17</sup> *ibid*, p.7

# 'Les Peintres Ecossais Moderne'

by Simon Toll

'Without their French contacts and experience, none of the Scottish Colourists would have developed their art as we know it. For all, visiting and living in France invested their ideas with a new vision. For Cadell, it meant developing an empathy with stylistic sophistication. For Hunter, visiting the south of France especially injected a light airiness into his landscapes. For Peploe, two years life in Paris opened a door to the intellectual possibilities within traditional subjects. And for Fergusson, living in France far longer than any of the others, it became the crux of his existence.'

PHILIP LONG AND ELIZABETH CUMMING

*The Scottish Colourists 1900-1930*, Edinburgh, 2000, pp.54-55

The term 'Scottish Colourists' has now become inextricably associated with the work of Francis Campbell Boileau Cadell, John Duncan Fergusson, Samuel John Peploe and George Leslie Hunter. But the moniker was only coined in 1948 when three of the four were already dead. Whilst the artists were Scottish by birth, their brightly-hued still-lives, shimmering interiors and vibrant landscapes, are essentially French in spirit. The spark of their artistic inspiration had been found in Paris at the turn of the twentieth century – a time when the city fizzed with modernity and artistic expression.



Fergusson, *Paris*, 1907 (lot 104)

The pictures in the Harrison Collection represent such a broad range of styles, subjects and dates by all of the four Colourists that they present us with an opportunity to assess the differing influences and themes that link them together or contrast them.

Of all the Colourists it was John Duncan Fergusson who had the most intimate and long-lasting relationship with France; *'Indeed he is one of Les Peintres Ecossais as they became known in Paris. Unlike the others, he made his home more or less permanently in Paris...'*<sup>1</sup> The earliest picture in the selection being offered from the Harrison Collection, was painted on the beach in Normandy in 1903, *Paris Plage, Bathing Huts* (lot 101). This small panel captures the brilliant light of a summer's day on a popular beach where ladies are gathered at the brightly coloured huts. The influence of Monet and Renoir is clear in this picture which condenses Fergusson's inspiration at that time to capture human life, sunlight, colour and movement. He described his enthusiasm for France and the French Impressionists in the first decade of the twentieth century; *'I immediately found there, what the French call an 'Ambience' – an atmosphere which was not only agreeable and suitable to work in, but in which it was impossible not to work! I saw the Impressionists in the Salle Caillebotte, Manet, Renoir, Monet and the rest.'*<sup>2</sup>

In the four years that elapsed between painting *Paris Plage, Bathing Huts* (lot 101) and *Paris, 1907* (lot 104), the influence of the flickering, refractions

of Impressionism receded to be replaced with the saturated colours and bold outlines of the Fauves. The Fauves had caused a sensation at the Salon d'Automne only two years earlier, with their explosions of colour which led one critic to liken them to wild animals. [Paris, 1907](#) shows the strong influence of the work of the leaders of the Fauve movement Henri Matisse and André Derain and here Fergusson embraced their radical use of brilliant colour, expressive paint application and savage confidence. Like them he painted the everyday and unremarkable and made it vibrate with the intensity of colour. Whilst in Paris in these early years Fergusson met Derain and Picasso and also André Dunoyer de Segonzac who became a life-long friend and described Fergusson as; 'A great and wholly independent artist who rejected the short-lived formulae of the moment and followed his own path... Stunning fresh colours allied to a rich, sumptuous matiere.'<sup>3</sup> Fergusson was not a tourist in the city observing how the world was evolving, he was one of the bright young people living amongst it, who saw their art as a way of representing a new century and a new outlook on life. He exhibited annually at the Salon d'Automne in the Grand Palais between 1907 and 1912, alongside Cézanne, Matisse, Berthe Morisot and Albert Marquet. In [Paris, 1907](#) there is an echo of the vivacity of Matisse and in particular Marquet's views of the city. Fergusson captured the vibrancy of a Parisian backstreet, probably on the Left Bank in Montparnasse close to his studio on boulevard Edgar Quinet. He painted the sugar-cane awnings and bright shop signs of the commercial modern city and even included that essentially French symbol of patriotism, the Tricolore flag, fluttering above the busy thoroughfare crowded with carts and pedestrians. Fergusson was extrovert and gregarious and his ebullient joie de vie is captured in every stroke of thick creamy impasto and each contrast of primary colour on this small but exceptional panel.

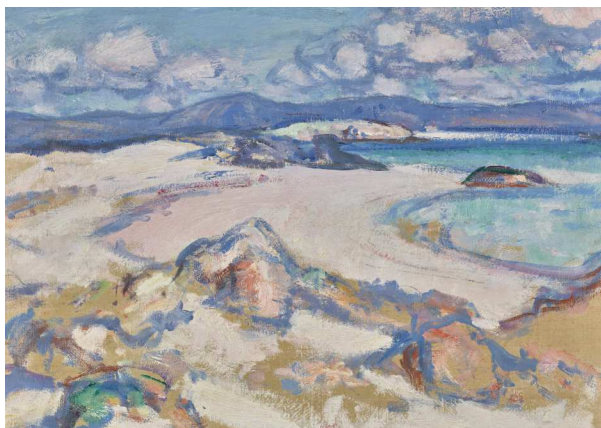
It was their love of France that bonded the young Fergusson and fellow Scotsman Samuel John Peploe. They probably met in 1900 in Edinburgh and Fergusson described the friendship that followed as '...wonderful and interesting all the time. Nothing about it was spectacular. It was merely a happy unbroken friendship between two painters who both believed that painting was not just a craft or profession, but a sustained attempt at finding a means



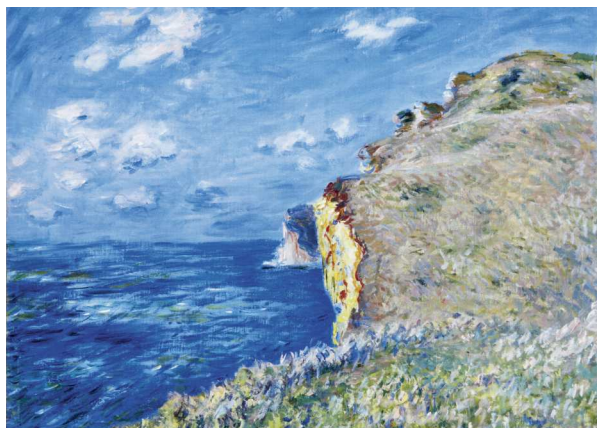
Peploe. [The House in the Woods](#) (lot 118)

of expressing reactions to life in the form demanded by each new experience.'<sup>4</sup> During the early 1900s they often painted together in France, sometimes with their easels placed side by side working en plein air in the manner of the Impressionists. They drank wine together late into the night in the popular artist hang-outs of the Pre Catalan and Café d'Harcourt, their clothes flecked with bright splashes of paint and their pockets weighed with sketchbooks full of drawings of the pretty milliners and the children playing in the parks and squares. Although undated, Peploe's [The Luxembourg Gardens, Paris](#) (lot 114) was probably painted in 1907 or 1908 at a time when Fergusson painted similar pictures in the same gardens. These small pictures by Fergusson and Peploe are arguably the most 'Impressionist' of the Colourists' pictures, so immediate and vital in the energy of their conception.

Although Paris continued to have a strong draw for Peploe and Fergusson and they made repeated visits throughout their career, they also sought new painting grounds further south. At the Atlantic coastal resort of Royan in 1910 and 1911, Peploe painted a series of brightly coloured townscapes of red roofs and malachite green foliage set against a cloudless swathe of blue sky. They were different from anything he had previously painted, using paint straight from the tube, unmixed 'the most brilliant colour available



Peploe, *The North End, Iona* (lot 102)



Monet, *La Falaise à Fecamp*, Aberdeen Art Gallery

in the colourman's spectrum is favoured... emerald green, orange-terracotta and chrome-yellow notes.<sup>5</sup> Peploe's *The House in the Woods* (lot 118) is a perfect example of this new approach to painting and was probably painted in Royan around 1911. It demonstrates the unconventional use of colour to convey the burning heat, with the cobalt blue outlines learnt from Matisse. The brushstrokes are emphatic, contrasting and rapid - with thick impasto swept in opposing directions to give a sense of movement through the towering pines.

It was not only the pictures painted in France that reflected the influence of French art. Back in Scotland Peploe imbued his landscapes with the brilliant colour that he had learnt to use whilst in France and never was this more apparent than when he was on the island of Iona on the west coast near Mull. It was there that he painted a series of pictures of the white sands and turquoise sea from 1920 onwards. Peploe was invited on his first trip to Iona by his close friend Francis Campbell Boileau Cadell, who had first discovered the island in 1912 and returned every year for summer painting vacations. The pictures painted on Iona by both Cadell and Peploe recall the series painted by Monet on the French coast. Like Monet, who painted essentially the same subject over and over in different weather conditions, seasons and light, Cadell and Peploe never tired of the ever-changing views on Iona. Comparing the blustery energy of Peploe's *The North End, Iona* (lot 102) with the same artist's study in calm tranquillity in *Morar* (lot 110) shows how responsive he was to his environment. Similarly Cadell's *Port Bhan, Iona* (lot 105) and *Breezy Day, Iona* (lot 120) depict very

similar subjects, but painted in very divergent styles. The ever-changing light on the sea and the myriad of colours that this produced offered endless subjects for the two artists and the pictures painted there were fundamentally studies in contrasting colour and tone and the rhythms and juxtapositions of shape, as the still-lives and interiors that they painted.

When not painting the beaches of Iona, Cadell created glamorous interiors back in Edinburgh which equally express inspiration from Impressionist art, particularly Edouard Manet. Cadell had studied for three years in Paris from the age of sixteen and it was in these formative years that French art excited, inspired and influenced his initial painting style. His *The White Room* (lot 109) painted c.1915, was a synthesis of his study of Manet's work, with its pared-down colour scheme of black on white punctuated with the bright accents of striking colour. Manet's use of expanses of brilliant white set against black backgrounds with minimal accent colour, was revelatory to Cadell and in *The White Room* there are similarities with pictures like Manet's *The Balcony of 1870* (Musée d'Orsay) and *The Repose* (Rhode Island School of Design) in which long white gowns are in stark contrast to the black backgrounds. Cadell reversed the colour scheme but the effect is essentially the same; refined, languid and modern. Cadell was a man of fashion, as the beautiful interior of his home testified with its monochrome palate and modern sophistication. The women who inhabit his paintings of interiors are elegantly dressed in contemporary fashion and represent the 'New Woman' – confident, forward-looking and aspirational. They have a similar fashionable independence as the people who exist in





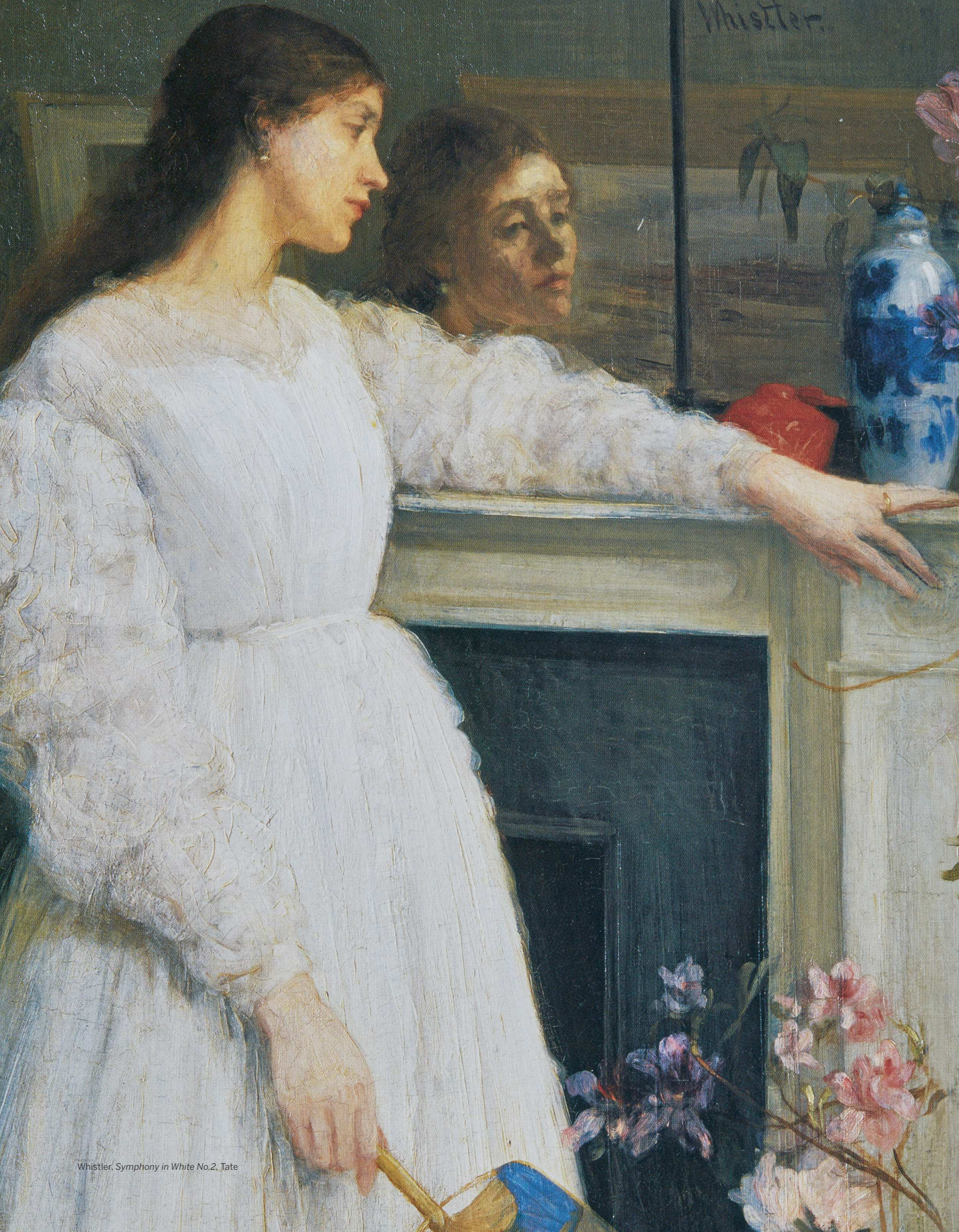
Cadell, *The White Room* (lot 109)

Manet's painted world. In Cadell's paintings of this date, there was a combination of influences from Manet, Cézanne and Matisse, whose work was being championed in Britain by critics like Roger Fry who regarded Matisse as the hero of the Modernist. *'Cadell sees what Matisse also saw in Cézanne, that he was an inventive and liberating Colourist. Unlike Matisse, though, Cadell did not take this as an excuse to free colour entirely from description, but rather as an encouragement to heighten and intensify local and reflected colour.'*<sup>6</sup> Cadell regarded the interior of his studio as a subject in itself and whilst the figures are important, their presence is no more important to the composition as the brightly coloured fruit, the flowers or the vibrant silk cushions.

In 1902 Cadell had seen James Abbott McNeill Whistler's *Symphony in White No.2* in an exhibition at the Royal Scottish Academy in Edinburgh and it was a revelation to him. Of Whistler Cadell wrote to Major



Manet, *The Repose*, The Rhode Island School of Design



Whistler, *Symphony in White No.2*, Tate

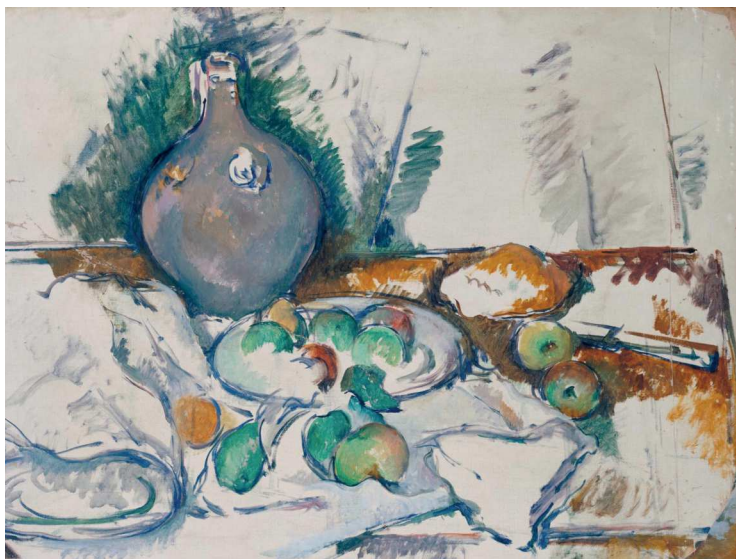


Cadell, *Reflection*, (lot 119)

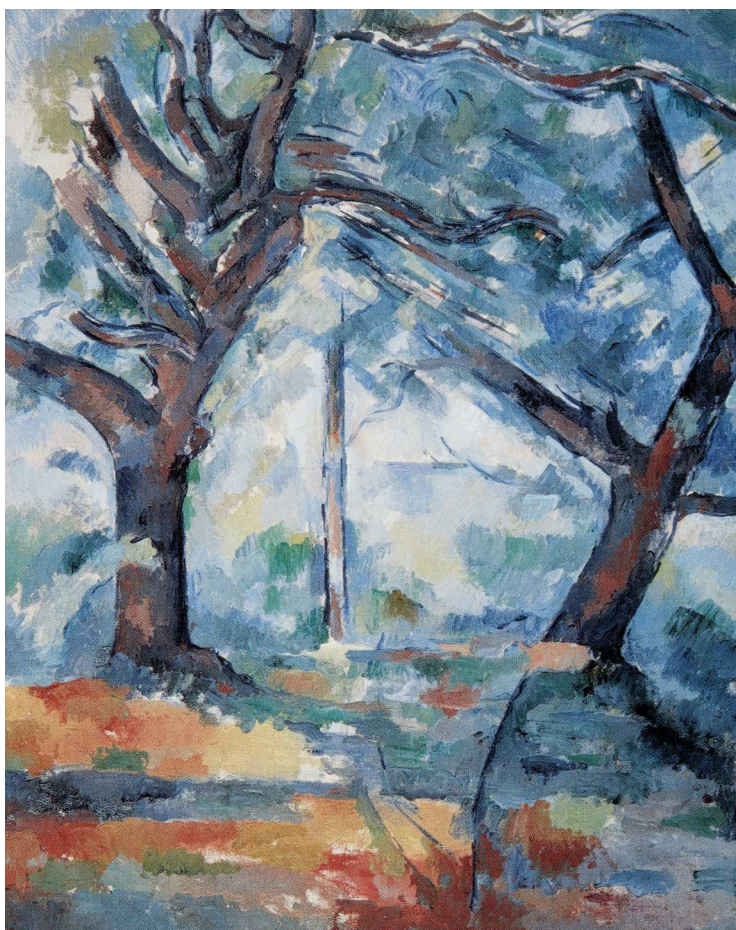
Harrison; 'He was a marvellous painter. The most exquisite of the 'Moderns,' + he had what some great painters have – a certain 'amateurishness'... I can best describe what I mean in these words: 'A gentleman painting for his amusement.' (Of course it must be understood that said 'gentleman' is a genius aswell!)'<sup>7</sup> Whilst Whistler was Scottish-American by nationality, his art was allied to French Impressionism and it was this masterpiece of Impressionism that inspired a whole series of pictures by Cadell depicting a woman standing beside a mirror. *Reflection* of 1915 (lot 119) is a symphony in refined elegance, quiet contemplation and refracting light – clearly inspired by *Symphony in White*. A man of consummate taste, Cadell's colour harmonies are always subtle and well balanced and in *Reflection*, the cool greys and whites are punctuated with bright accents of pink and blue in the porcelain and roses on the mantelpiece and the warm tones of the girl's flushed cheeks and red lipstick. The setting was the elegant drawing room of Cadell's Edinburgh home at 130 George Street. The model was his muse for at least fifteen

years, Miss Bertia Don Wauchope (1864-1944), a lady of independent means who posed because she wanted to be painted, rather than because she was paid to do so. This refinement permeated Cadell's entire aesthetic, from the sophisticated still-lives and interiors, to his own elegant and flamboyant dress and Edinburgh home which was decorated with beautiful objects, paintings and furniture.

Although painted almost a decade after *Reflection*, the influence of Whistler's *Symphony in White* can also be detected in Cadell's *The Pink Azaleas* (lot 103) c.1924. The mirror, potted pink azalea and blue-and-white porcelain are all present in Whistler's interior and Cadell's still-life. In the decade between painting *Reflection* and *The Pink Azaleas* Cadell's use of colour had become more saturated and vivid, less Impressionist and more Post-Impressionistic. These still-lives from the mid-1920s are beautifully sophisticated and carefully arranged with every element and colour vital to the balance of the whole and in that respect they are closer to the work of Matisse.



Cézanne, *Nature morte à la croche*, Tate



Cézanne, *The Big Trees*, National Galleries of Scotland

By the mid-1920s Peplow's paintings were at their most vibrant and his still-life subjects were stylistically similar to those of Cadell. He has always been greatly inspired by the arrangement of objects and never tired of the subject, as he wrote in 1929; 'There is so much in mere objects, flowers, leaves, jugs, what not – colours, forms, relation – I can never see mystery coming to an end.'<sup>8</sup> The voluptuous contrasts of colour and form in *Michaelmas Daisies and Oranges* c.1925 (lot 123) echoes the still-lives of Cézanne, reproductions of which Peplow kept pinned around his studio as inspiration. The crumpled white cloth, upon which are arrayed fruit and vases of flowers are very comparable with pictures like Cézanne's *Nature morte à la croche*. 'Cézanne's investigation of the underlying structure of the visual world in terms of its geometry while at the same time trying to reveal its truth and charm chimed well with Peplow at this juncture. For the rest of his life, in both still life and landscape, there is a real connection with Cézanne.'<sup>9</sup>

Unlike the extrovert Cadell, Peplow was a reserved personality and this quieter personality is shown by the meticulously deliberated arrangement of his still-lives. His brother-in-law, Frederick Porter, described Peplow's meticulous preparation for his paintings; 'All of his still life(s) were carefully arranged and considered before he put them on canvas. When this was done – it often took several days to accomplish – he seemed to have absorbed everything necessary for transmitting them to canvas. The result was a canvas covered without any apparent effort. If a certain touch was wrong it was soon obliterated by the palette knife. The whole canvas has to be finished in one painting so as to preserve complete continuity. If, in his judgement, it was not right then the whole painting was scraped out and painted again.'<sup>10</sup>

In the summer of 1924 all four Colourists exhibited their works together for the first time, in an exhibition entitled *Les Peintres de l'Ecosse Moderne* at the Galerie Barbazanges in Paris. By this time the artists had reached their maturity but they continued to seek new subjects for their art and to be influenced and inspired by contemporary art. It is ironic that in the 1920s when the Colourists were at the height of their popularity and artistic powers, the work of the Impressionists began to be collected by the wealthy connoisseurs of Scotland. It was a familiarity with the Colourists' work that encouraged collectors



Peplow, *Trees, Antibes* (lot 130)

like William Burrell, William McInnes and the Cargill brothers to purchase French Impressionist and Post-Impressionist art. 'Today, works that once graced the drawing rooms of these 'merchant' princes have now been absorbed into major collections in London, Paris, New York, Washington, Boston, Philadelphia, Melbourne, Madrid, Cologne and elsewhere.'<sup>11</sup>

In the 1920s Peplow took extended painting holidays on the French Riviera, to capture the heat of the sun-baked towns and landscapes, the beautiful people who thronged the beaches and brilliance of the light reflected off the azure ocean glimpsed from the tree-lined cliffs. He was following the example of the Impressionists who had been lured there by the same attractions that Peplow found irresistible. The most impressive landscape in the Harrison Collection is [Trees, Antibes](#) (lot 130) painted by Peplow in 1928, an ambitious picture which owes some debt to the wind-stirred trees of Cézanne's landscapes with their

geometric pattern of branches and trunks. '*In the very simplicity of its conception, it is the antithesis of classical landscape: no repoussoir tree, middle ground or far distance. His impasto is again very full – the plastic equivalent of the monumentality of his subject.*'<sup>12</sup> The fresh and lush colouring, rhythmic patterns and bravery of the picture's sparseness are very reminiscent of Cézanne but also Monet who had also been inspired by the dazzling light of the Riviera coast.

In the summer of 1927 Hunter enthused about the French Riviera in a letter to a patron; '*I like this country very much and am sorry I did not come here six years ago in place of going to Fife. I feel six months here was worth six years there. I have been in St. Paul a week and have just got into a new little studio attached to this hotel where I can paint still life as well as landscape... This is a painter's country.*'<sup>13</sup> He based himself in the medieval



Hunter, *The Bay, Juan-les-Pins* (lot 115)

hill village of St Paul de Vence between Nice and Cannes, where he found an auberge, La Colombe d'Or, run by a proprietor sympathetic to the needs of artists, providing inexpensive accommodation and studio space. His move to Southern France inspired a radical shift in his painting style and he was deeply affected by his stay. *'Another of Hunter's favourite painting grounds was Juan-les-Pins. There he found the beach alive with activity, wealthy tourists strolling along the promenade and the kind of architecture that naturally appealed to his sense of design... in [The Bay, Juan-les-Pins](#) the animation and sparkle is brought about by the jumble of roofs, umbrellas and trees juxtaposed with the numerous bathers in the water.'*<sup>14</sup> As Smith and Mariner have suggested [The Bay, Juan-les-Pins](#) (lot 115) is animated with lively human activity and alive with bright colour. There was a large and exciting community of artists spread along the Cote d'Azur, with Fergusson and Peplow in Antibes and Cassis and Andre Dunoyer de

Segonzac in St Tropez and Matisse in Nice. The close proximity of Matisse and the access to the same landscapes inspired Hunter to adopt the dramatic colour schemes that Matisse had made famous. One of Hunter's chief patrons in Glasgow, William McInnes owned a fine still life painting by Matisse that Hunter greatly admired; he would often sit in front of it for hours. Hunter's biographer T.J. Honeyman makes the important point that the Glasgow Art dealer Alexander Reid felt Hunter *'a more powerful colourist than Matisse and equally refined'*.<sup>15</sup> During his lifetime Hunter's work was often likened to that of both Matisse and Cézanne and although Honeyman noted that both artists had had some influence upon Hunter, especially during his stay in France, he was adamant in his contest that Hunter was far from an imitator of any other artist stating that *'one should not liken him to Matisse. One should contrast them. Each is a colourist, but their perceptions differ.'*<sup>16</sup> At this time Hunter's style was fully formed and he was

'Mr. Leslie Hunter... belongs to the group of Scottish painters headed by Mr. Peplow and Mr. Fergusson whose whole work constitutes, as it were, a protest against the old Calvinism and the dourness that tinge the life and outlook of their land... Mr. Hunter found it necessary or advisable to go South, where a kindlier sun does the preparatory work for him by painting the world in a lively, high key.'

THE OBSERVER

4 November 1928

proud of his achievements, 'he was emphatic in the conviction that his present style of painting qualified him for inclusion among the accredited leaders of the post-war European art.'<sup>17</sup>

Hunter wrote to his patron Mathew Justice again in 1928, the same year he painted *The Bay, Juan-les-Pins*; 'I'm in love with this country and wish you all could come down here. Nice is Charming – like Paris before the war. I am sorry I did not discover it sooner.' (National Library of Scotland) The inspiration of France and French art upon the Colourists had come full circle and Hunter was experiencing the same level of excitement in the late 1920s as Fergusson and Peplow had experienced in Paris almost a quarter of a century earlier. The heat of the Cote d'Azur had warmed Hunter, whose life had not always been easy, and he was now painting with joy and verve. It is with glee that he wrote in April 1928 to the art dealer Alexander Reid; 'I have a friend here who is Matisse's most intimate friend in Nice. He expects to

bring Matisse up to see me.'<sup>18</sup> We can only speculate whether that meeting ever happened but the fact that Hunter was greatly inspired by Matisse is shown in the luscious flicks of scarlet, canary yellow and turquoise that dance over the surface of his beach in *The Bay, Juan-les-Pin*.

<sup>1</sup> T.J. Honeyman, *Three Scottish Colourists*, 1950, p.37

<sup>2</sup> quoted by Margaret Morris, *The Art of J.D. Fergusson*, 1974, p.50

<sup>3</sup> Andre Dunoyer de Segonzac, foreword to the exhibition catalogue for J.D. Fergusson Memorial Exhibition, Edinburgh, 1961, p.3

<sup>4</sup> J.D. Fergusson, 'Memories of Peplow', in *Scottish Art Review*, vol.VIII, no.3, 1962, p.8

<sup>5</sup> Guy Peplow, S.J. Peplow, 2012, p.69

<sup>6</sup> Tom Hewlett and Duncan Macmillan, F.C.B. Cadell – The Life and Works of a Scottish Colourist, 1883-1937, 2001, Surrey, p.160

<sup>7</sup> letter from Cadell to Harrison, 20 January 1933, Scottish National Gallery of Modern Art

<sup>8</sup> quoted in Stanley Cursiter, Peplow, London, 1947, p.73

<sup>9</sup> *Ibid* Peplow, p.112

<sup>10</sup> quoted in Philip Long and Elizabeth Cumming, *The Scottish Colourists 1900-1930*, Edinburgh, 2000, p.16

<sup>11</sup> Frances Fowle, *Impressionism & Scotland*, Edinburgh, 2008, p.13

<sup>12</sup> *ibid* Peplow, pp.157-8

<sup>13</sup> Letter from Hunter, Honeyman Papers, National Library of Scotland

<sup>14</sup> Bill Smith and Jill Mariner, *Hunter Revisited - The Art and Life of Leslie Hunter*, Edinburgh, 2012, p.142

<sup>15</sup> T.J. Honeyman, *Introducing Leslie Hunter*, London, 1937, p.138

<sup>16</sup> *ibid*, p.138

<sup>17</sup> *ibid*, p.138

<sup>18</sup> Letter from Hunter to Reid, National Library of Scotland

## FERGUSSON

### Paris Plage, Bathing Huts

signed, inscribed and dated on the reverse: *J.D. Fergusson/  
Paris Plage./ 1903./ "bathing huts"*

oil on panel

19 by 24 cm., 7½ by 9½in.

#### PROVENANCE

T. & R. Annan & Sons Ltd., Glasgow, where purchased by Major  
Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures  
from a Private Collection*, 1951, no.179;

Glasgow, Glasgow Art Gallery and Museum, *Exhibition of  
Scottish Painting*, 1961, no.174

⊕ £ 60,000-80,000

€ 69,500-92,500 US\$ 85,500-114,000

'I immediately found there, what the French call an  
'Ambience' – an atmosphere which was not only  
agreeable and suitable to work in, but in which it  
was impossible not to work!'

JOHN DUNCAN FERGUSSON

quoted by M. Morris, *The Art of J.D. Ferguson*, 1974, p. 50





101



Fergusson and Peplow, Northern France, c. 1905



**PEPLOE****The North End, Iona**

signed I.I.: *Peploe*  
oil on canvas  
45.5 by 55.5cm., 18 by 22in.

**PROVENANCE**

Pearson & Westergaard Ltd., Glasgow, where purchased  
March 1945 by Major Ion R. Harrison and thence by descent

**EXHIBITED**

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.37;  
Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977, no.35;  
Edinburgh, Glasgow and London, The Fine Art Society, *Artists in Iona*, 1980;  
Edinburgh, City Art Centre, *Iona: An Island of Inspiration*, 2004;  
Edinburgh, Scottish National Gallery of Modern Art, *S.J. Peploe*, 2012-2013, no.85

**LITERATURE**

R. Billcliffe, *The Scottish Colourists*, London, 1989, pl.125;  
A. Strang, E. Cumming and F. Fowle, *S.J. Peploe*, exh.cat, National Galleries of Scotland, Edinburgh, 2012, pl.85;  
P. MacLeod Coupe, *Paintings of Iona, Cadell and Peploe*, Malvern, 2014, p.63, pl.42

£ 50,000-70,000

€ 58,0 00-81,000 US\$ 71,000-99,500



102

**CADELL****The Pink Azaleas**

signed l.l.: *F.C.B. Cadell*; numbered on the reverse: 4.  
oil on canvas  
60.5 by 45.5cm., 24 by 18in.

**PROVENANCE**

Alex. Reid & Son, Glasgow, where purchased March 1926 by  
Major Ion R. Harrison and thence by descent

**EXHIBITED**

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures  
from a Private Collection*, 1951, no.105;  
Edinburgh and London, The Fine Art Society, *Three Scottish  
Colourists*, 1977, no.63;  
Edinburgh, Scottish National Galleries, Dean Gallery, *F.C.B.  
Cadell*, 2011

**LITERATURE**

T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950,  
pl.1;  
R. Billcliffe, *The Scottish Colourists*, London, 1989, pl.123;  
A. Strang, *F.C.B. Cadell*, exh.cat. National Galleries of Scotland,  
Edinburgh, 2011, pl.58

£ 250,000-350,000

€ 289,000-404,000 US\$ 355,000-497,000









'The first Cadell I bought...is known as the Pink Azalea. I recall that when Cadell first visited Croft House in 1928 he saw...the Pink Azalea hanging on the wall in a room to his left. He went straight up to it and, sucking his pipe, looked at it silently for some time. Eventually he turned towards me and said, "I have often wondered where that picture went. I congratulate you on having acquired it and, although I say it myself, you have a damned good Cadell," and broke into his infectious laugh.'

ION R. HARRISON

'As I Remember Them' in T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950, p.120



## FERGUSSON

### Paris, 1907

signed and dated on the reverse: *J.D.Fergusson, / 1907.*

oil on board

35.5 by 28cm., 14 by 11in.

### PROVENANCE

Major Ion R. Harrison and thence by descent

### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.176;

London, Royal Academy, *The Scottish Colourists*, 2000, no.103;

Edinburgh, Scottish National Gallery of Modern Art, *Fergusson: The Scottish Colourist*, 2013-2014

### LITERATURE

P. Long with E. Cumming, *The Scottish Colourists 1900-1930*, exh.cat, National Galleries of Scotland, Edinburgh, 2000, pl.23;

A. Strang, E. Cumming and S. McGregor, *J.D. Fergusson*, exh. cat, National Galleries of Scotland, Edinburgh, 2013, pl.55

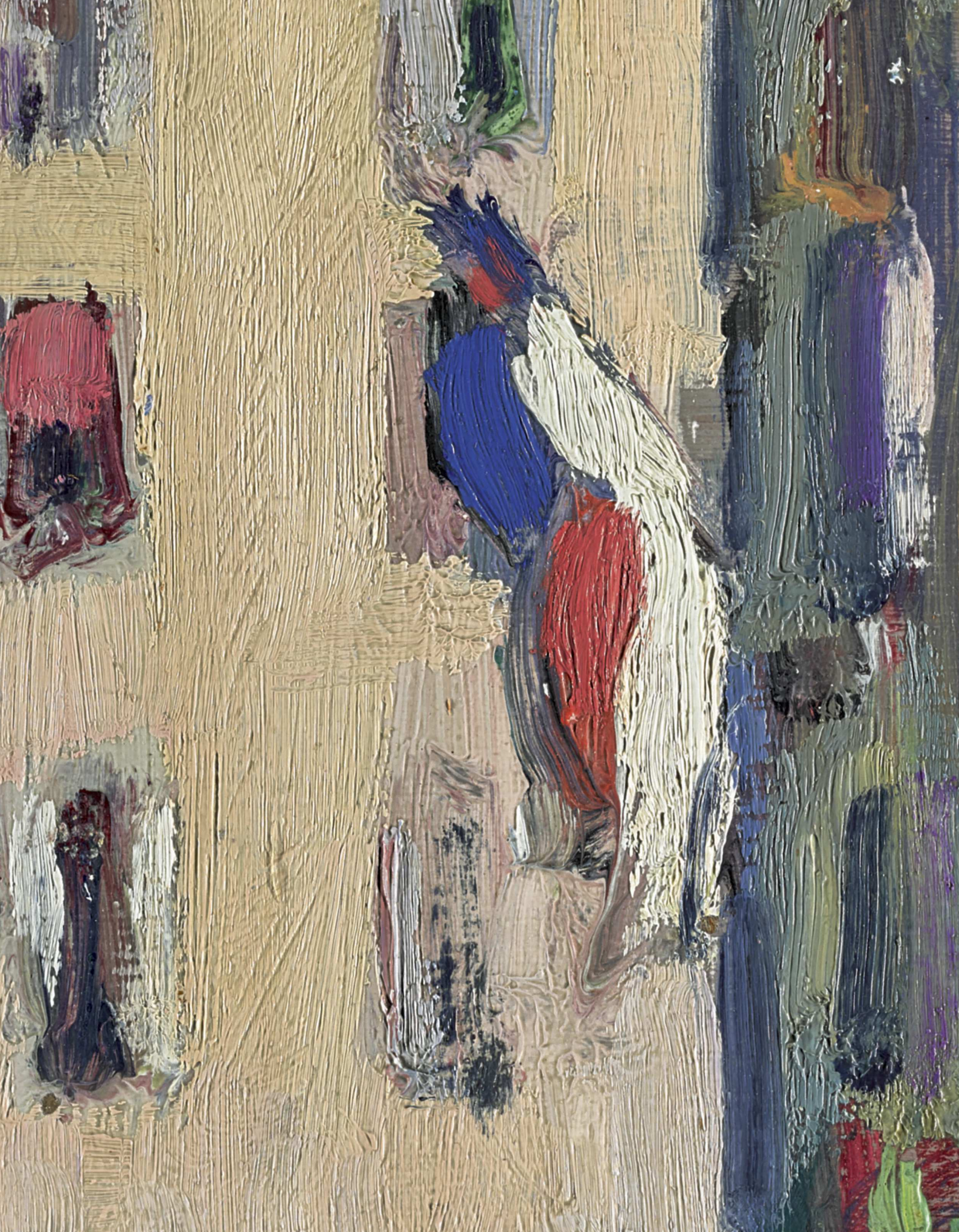
⊕ £ 100,000-150,000

€ 116,000-173,000 US\$ 142,000-213,000





Fergusson in his studio, c. 1905





105

105

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## CADELL

### Ben More, Mull from Iona

signed l.l.: F.C.B. Cadell  
watercolour and pencil  
16.5 by 24cm., 6½ by 9½in.

#### PROVENANCE

Major Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.162

£ 8,000-12,000

€ 9,300-13,900 US\$ 11,400-17,100





106

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## CADELL

### Yachts in the Sound, Iona

signed l.l.: F.C.B. Cadell.  
watercolour and pencil  
17.5 by 24cm., 7 by 9½in.

#### PROVENANCE

T. & R. Annan & Sons, Ltd., Glasgow, where purchased by  
Major Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures  
from a Private Collection*, 1951, no.173;  
Edinburgh, City Art Centre, *Iona: Island of Inspiration*, 2004

£ 8,000-12,000

€ 9,300-13,900 US\$ 11,400-17,100

## HUNTER

### Still Life with Fruit, Anemones and Bottle

signed l.r.: *L. Hunter*

oil on canvas

45.5 by 55.5cm., 18 by 22in.

#### PROVENANCE

W.B. Simpson, Glasgow, where purchased by Major Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.53;  
Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977, no.86

£ 100,000-150,000

€ 116,000-173,000 US\$ 142,000-213,000



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'Mr Hunter's strongest point is his colour, which is gay and attractive attaining a luscious brilliancy... he is one of those artists in whom style and spontaneity play a large part.'

T.J. HONEYMAN

*Three Scottish Colourists*, Edinburgh, 1950, p.108



## CADELL

### Port Ban, Iona

signed l.r.: *FCB. Cadell*; inscribed, signed and titled on the reverse: *Absorbent Ground Never Varnish./ F.C.B.C./ IONA. PORT BAN.*

oil on panel

38 by 45.5cm., 15 by 18in.

#### PROVENANCE

Alex. Reid & Son, Glasgow, where purchased by Major Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.89;

Glasgow, The Scottish Arts Council Gallery and Touring Exhibition, *Three Scottish Colourists*, 1970, no.19;

Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977, no.54;

Edinburgh, Glasgow and London, The Fine Art Society, *Artists in Iona*, 1980;

Edinburgh, Glasgow and London, The Fine Art Society, *F.C.B. Cadell Centenary Exhibition*, 1983, no.56;

Edinburgh, City Art Centre, *Iona: Island of Inspiration*, 2004;

Edinburgh, Scottish National Galleries, Dean Gallery, *F.C.B. Cadell*, 2011

#### LITERATURE

T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950, opposite p.80, pl.II;

R. Billcliffe, *The Scottish Colourists*, London, 1989, pl.116;

P. MacLeod Coupe, *Paintings of Iona, Peploe and Cadell*, Malvern, 2014, pl.185

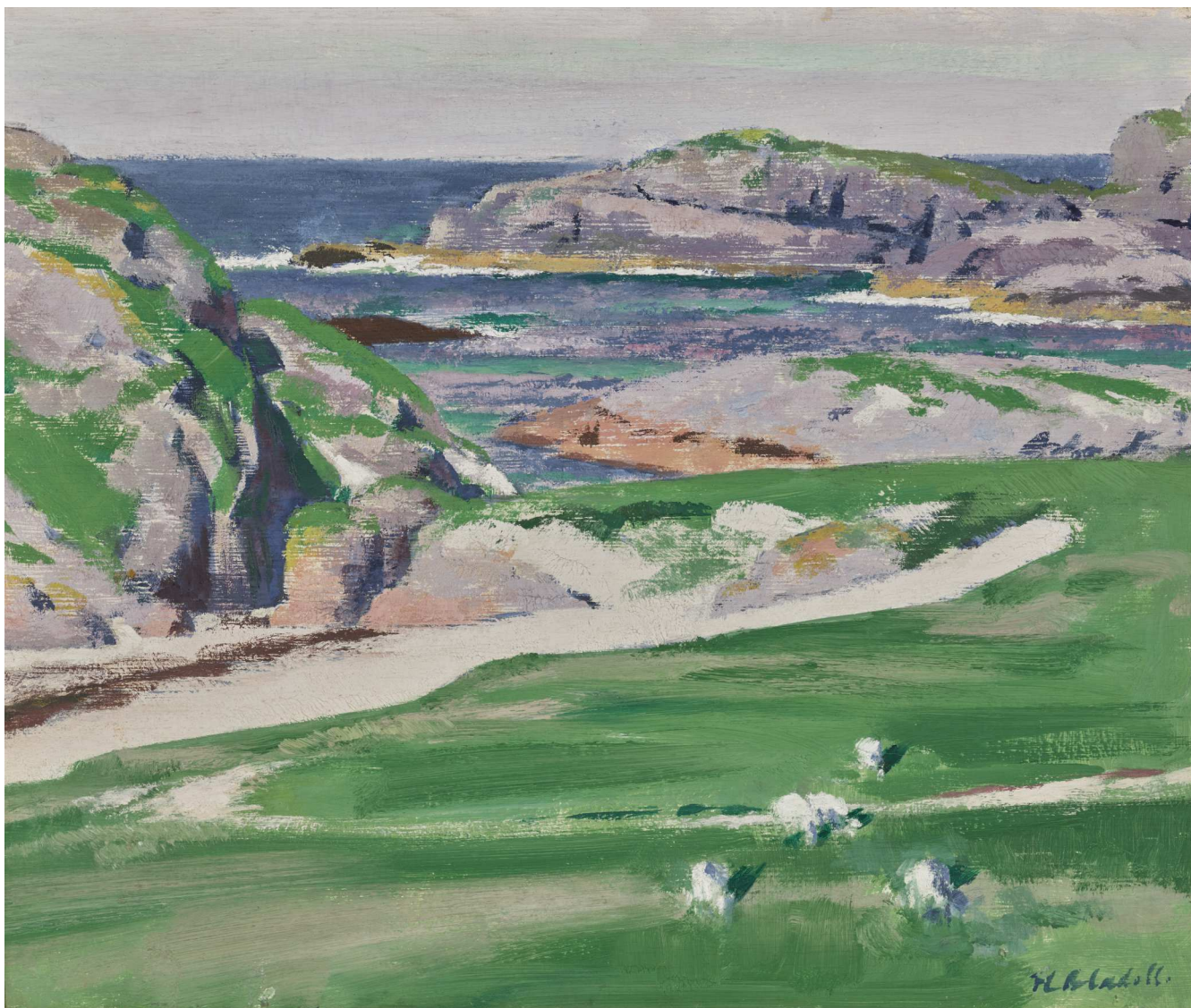
£ 60,000-80,000

€ 69,500-92,500 US\$ 85,500-114,000

'It was in Iona that Cadell lived his fuller life as an artist. And it is his work there that the Scottish colour-tradition label may be most fittingly applied... It is in these that one sees a response to the essential qualities.'

T.J. HONEYMAN

*Three Scottish Colourists*, Edinburgh, 1950, p.90



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Scottish Arts Council

THREE SCOTTISH COLOURISTS

19

PORT BHAN, IONA

FRANCIS CAMPBELL BOILEAU CADELL

Edinburgh EH3 7RY Tel. 031-225 2769

THE THISTLE FOUNDATION

exhibited  
McLELLAN GALLERIES  
GLASGOW - 1951

F.C.B. Cadell: The Scottish Colourist  
UK, Scotland, Edinburgh, Dean Gallery  
2011-10-22 2012-03-18 TELDN 11.022.06  
Ronald and Eva Harrison, 54J Cornwall Gardens, London SW7 4BG

Francis Campbell Boileau Cadell  
Port Bhan  
Painting

Absorbent ground NEVER VARNISHED.

F.C.B.C.

No 16

IONA, PORT BHAN.



CADELL No. 56

148 NEW BOND STREET - LONDON W1Y 0JT - TELEPHONE 01-629 5116  
12 GREAT KING STREET - EDINBURGH EH3 6QL - TELEPHONE 031 556 0305  
134 BLYTHWOOD STREET - GLASGOW G2 4EL - TELEPHONE 041 332 4027

Ronald C. G. Harrison, Esq.

established 1876  
The Fine Art Society Ltd  
148 New Bond St London W1Y 0JT  
12 Great King St Edinburgh EH3 6QL

No. \_\_\_\_\_ Date 1977 \_\_\_\_\_

FRANCIS CAMPBELL BOILEAU CADELL  
RSA RSW 1883-1937

Port Bhan, Iona

Exhibited: The Fine Art Society "Three Scottish Colourists" Feb - April 1977  
Cat.no. 54

FRAGILE

"PORT BHAN, IONA"

Oil Painting  
by  
F. C. B. Cadell.

From ALEX. REID & SON

(LA SOCIÉTÉ DES BEAUX-ARTS)

117-121 WEST GEORGE STREET,

FINE ART DEALERS. GLASGOW, C.2.

Exhibited

IONA: Island of Inspiration

Scottish Arts Council, 2 Market Street,  
Edinburgh

March to 19 June 2004



148 NEW BOND STREET - LONDON W1Y 0JT - TELEPHONE 01-629 5116  
12 GREAT KING STREET - EDINBURGH EH3 6QL - TELEPHONE 031 556 0305  
134 BLYTHWOOD STREET - GLASGOW G2 4EL - TELEPHONE 041 332 4027

NUMBER

DATE

"Artists in Iona"  
October - November 1980

FRANCIS CAMPBELL BOILEAU CADELL  
RSA RSW  
1883 - 1937

Port Bhan, Iona

Exh: FAS, Edinburgh 1977  
Three Scottish Colourists (54)



148 NEW BOND STREET - LONDON W1Y 0JT - TELEPHONE 01-629 5116  
12 GREAT KING STREET - EDINBURGH EH3 6QL - TELEPHONE 031 556 0305  
134 BLYTHWOOD STREET - GLASGOW G2 4EL - TELEPHONE 041 332 4027

NUMBER

DATE

FRANCIS CAMPBELL BOILEAU CADELL  
RSA RSW 1883-1937

Iona Port Bhan

Exh: 1951 Pictures from a Private Collection  
Glasgow (89)  
1977 Three Scottish Colourists FAS  
Edinburgh and London (54)  
1983 Centenary Exhibition FAS  
Glasgow Edinburgh and London (56)





Cadell photographed by Ion Harrison outside Cnoc cùil Phàil, Iona, 1932





**CADELL****The White Room**

signed and dated l.r.: *F.C.B. Cadell.15*

oil on canvas

63.5 by 76cm., 25 by 30in.

**PROVENANCE**

Alex. Reid & Son, Glasgow;

Pearson & Westergaard Ltd., Glasgow, where purchased April 1945 by Major Ion R. Harrison and thence by descent

**EXHIBITED**

London, Grosvenor Gallery, International Society, 1915;

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.108;

London, Guildhall, Art Exhibition Bureau, *Trends in British Art*, 1954;

Glasgow, Glasgow Art Gallery and Museum, *Exhibition of Scottish Painting*, 1961, no.148;

Glasgow, The Scottish Arts Council Gallery and Touring Exhibition, *Three Scottish Colourists*, 1970, no.28;

Edinburgh, Royal Scottish Academy, 1976, no.40;

Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977, no.48;

Edinburgh, Glasgow and London, The Fine Art Society, *F.C.B. Cadell Centenary Exhibition*, 1983, no.31;

Edinburgh, Scottish National Galleries, Dean Gallery, *F.C.B. Cadell*, 2011

**LITERATURE**

*The Studio*, 1916, vol.66, p.204;

T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950, opposite p.76, pl.I;

*Pictures From a Private Collection*, exh.cat, Glasgow, 1951, opposite p.14;

R. Billcliffe, *The Scottish Colourists*, London, 1989, pl.56;

T. Hewlett & D. Macmillan, *F.C.B. Cadell*, Surrey, 2011, p.163, pl.172;

A. Strang, *F.C.B. Cadell*, exh.cat, National Galleries of Scotland, Edinburgh, 2011, pl.23

£ 300,000-500,000

€ 346,000-580,000 US\$ 426,000-710,000



109





'The glorious paintings of glamorous women that Cadell painted between 1912 and 1915 are a high point in his career... Cadell's sense of glamour, while it is certainly akin to that of Lavery and Sargent, is never chilly or remote, however. It is always touched with the warmth of his appreciation of beauty.'

TOM HEWLETT AND DUNCAN MACMILLAN

F.C.B. Cadell, *The Life and Works of a Scottish Colourists*, 2011, p.161

**PEPLOE**

Morar

signed l.r.: *Peploe*  
oil on panel  
38 by 46cm., 15 by 18in.

**PROVENANCE**

Aitken Dott & Son, Edinburgh, where purchased by Major Ion R. Harrison and thence by descent

**EXHIBITED**

Edinburgh, Aitken Dott & Son, *Peploe Exhibition*, 1947, no.35;  
Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.19;  
Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977, no.36;  
Edinburgh, Scottish National Gallery of Modern Art, *S J Peploe Commemorative Exhibition*, 1985, no.89

**£ 40,000-60,000****€ 46,200-69,500 US\$ 57,000-85,500**





110

## HUNTER

### On the Banks of Loch Lomond

signed l.l.: *L. Hunter*

oil on canvas

50.5 by 60.5cm., 20 by 24in.

#### PROVENANCE

Pearson & Westergaard Ltd., Glasgow, where purchased by Major Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.62;  
Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977, no.108

#### LITERATURE

R. Billcliffe, *The Scottish Colourists*, London, 1989, pl.109;  
B. Smith and J. Marriner, *Hunter Revisited, The Life and Art of Leslie Hunter*, Edinburgh, 2012, pl.161

£ 60,000-80,000

€ 69,500-92,500 US\$ 85,500-114,000



111

**CADELL****The Drawing Room, Croft House**

signed l.r.: *F.C.B. Cadell*; titled, signed, inscribed and dated on the reverse: *CROFT HOUSE. HELENSBURGH./ (THE DRAWING ROOM)/ by/ F.C.B. Cadell./ Absorbent ground. NEVER varnish./ F.C.B.C./ 1934*

oil on canvas

63.5 by 76cm., 25 by 30in.

**PROVENANCE**

Commissioned directly from the artist by Major Ion R. Harrison and thence by descent

**EXHIBITED**

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.98;

Glasgow, The Scottish Arts Council Gallery and Touring Exhibition, *Three Scottish Colourists*, 1970, no.27;

Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977, no.71

**LITERATURE**

T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950, pl.5;

R. Billcliffe, *The Scottish Colourists*, London, 1989, pl.121;

T. Hewlett & D. Macmillan, *F.C.B. Cadell*, Surrey, 2011, p.135, pl.140

£ 200,000-300,000

€ 231,000-346,000 US\$ 284,000-426,000



112











**CADELL****Portrait of Mrs Ion R. Harrison, Croft House**

signed l.l.: *F.C.B. Cadell*; titled, inscribed, dated and signed on the reverse: *Mrs ION R. HARRISON/ CROFT HOUSE/ HELENSBURGH/ 1932./ ABSORBENT GROUND./ NEVER VARNISH/ F.C.B.C.*

oil on canvas

76 by 63.5cm., 30 by 25in.

**PROVENANCE**

Commissioned directly from the artist by Major Ion R. Harrison and thence by descent

**EXHIBITED**

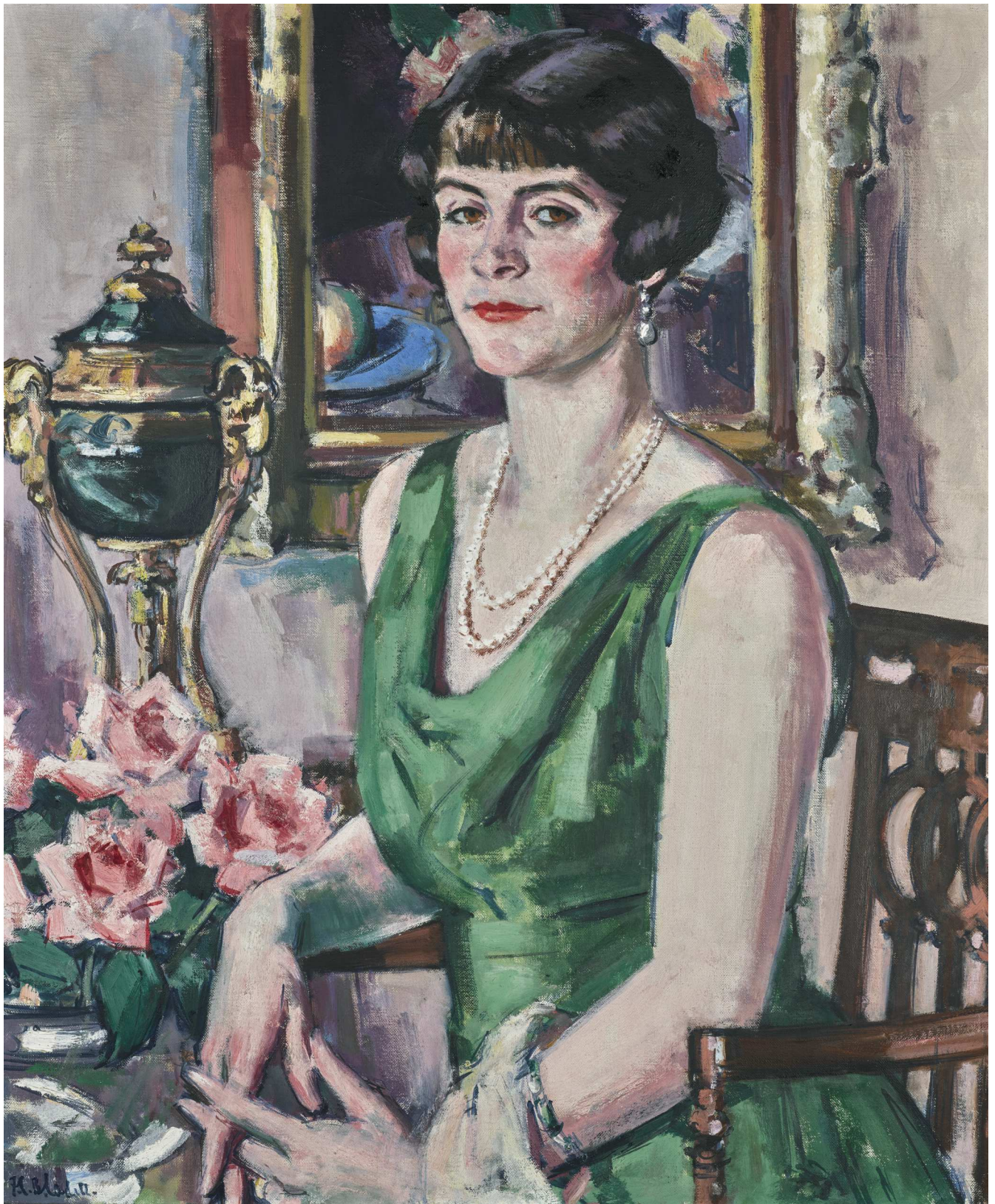
Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.103

£ 70,000-100,000

€ 81,000-116,000 US\$ 99,500-142,000

'I promise to give you jet black hair and to paint you sitting down in what you think suits you best.'

Letter from Cadell to Marie-Louise Harrison, 20 September 1932



**PEPLOE****The Luxembourg Gardens, Paris**

signed l.r.: *Peploe*

oil on board

28 by 23cm., 11 by 9in.

**PROVENANCE**

Aitken Dott & Son, Edinburgh, where purchased by Major Ion R. Harrison and thence by descent

**EXHIBITED**

Edinburgh, Aitken Dott & Son, *Peploe Exhibition*, 1947, no.68;  
Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.15

£ 50,000-70,000

€ 58,000-81,000 US\$ 71,000-99,500



## HUNTER

### The Bay, Juan-Les-Pins

signed l.r.: L Hunter  
oil on canvas  
46 by 56cm., 18 by 22in.

#### PROVENANCE

Pearson & Westergaard, Ltd., Glasgow, where purchased by Major Ion R. Harrison and thence by descent

#### EXHIBITED

London, Alex. Reid & Lefevre, *Three Scottish Painters*, 1939, no.4;  
Glasgow, Glasgow Art Gallery and Museum, *Leslie Hunter Exhibition*, 1942, no.74;  
Edinburgh, National Gallery of Scotland, *Leslie Hunter, 1877-1931*, 1942, no.92;  
Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.72;  
Edinburgh, Saltire Society, *Four Scottish Colourists*, 1952, no.60;  
Rothesay, Rothesay Museum, Arts Council for Scotland, *Paintings by Leslie Hunter*, 1955, no.20

#### LITERATURE

B. Smith and J. Marriner, *Hunter Revisited, The Life and Art of Leslie Hunter*, Edinburgh, 2012, illustrated pl.121, p.142

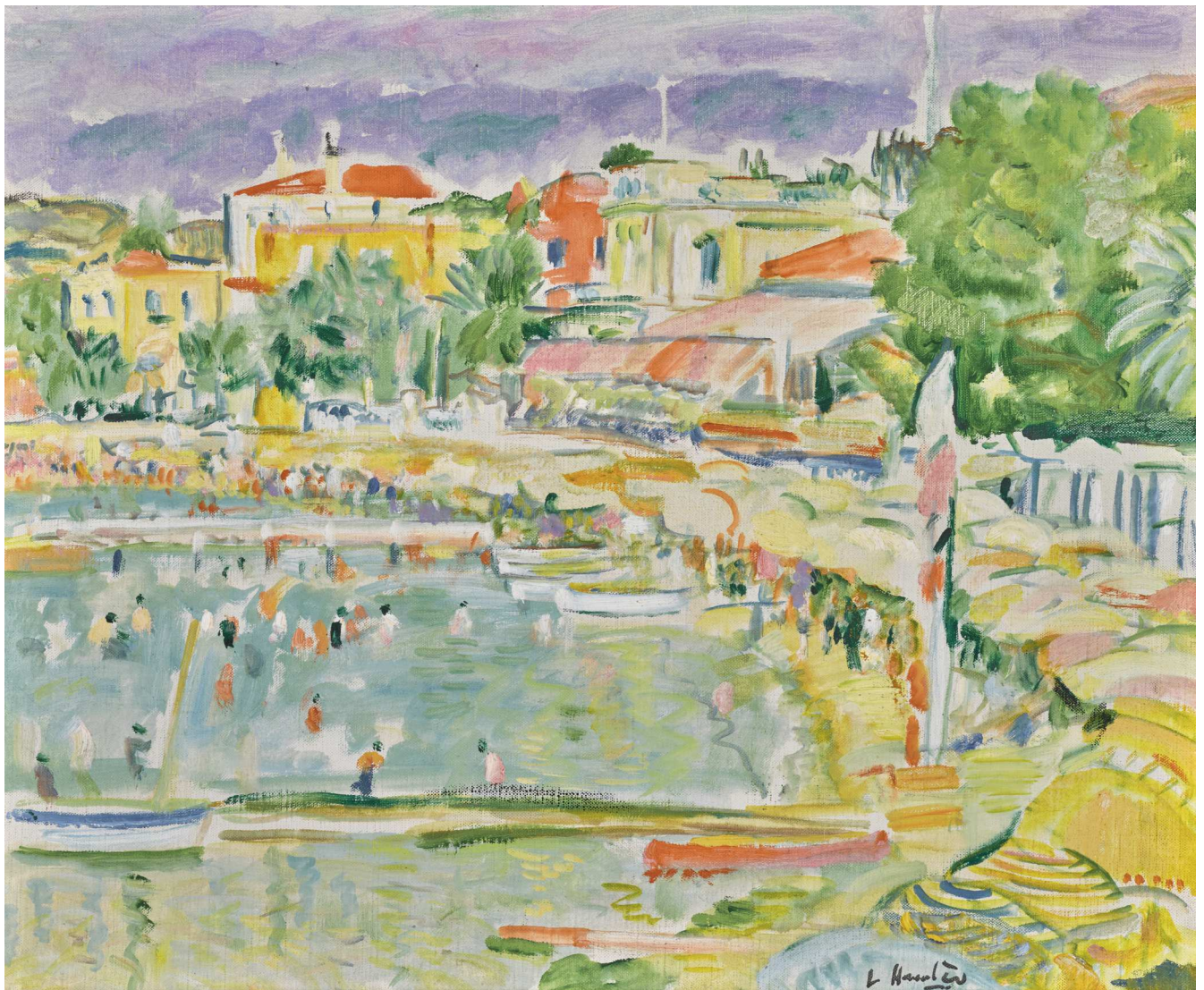
£ 150,000-200,000

€ 173,000-231,000 US\$ 213,000-284,000

'Everyone must choose his own way, and mine will be the way of colour.'

GEORGE LESLIE HUNTER

quoted in, T. J. Honeyman, *Introducing Leslie Hunter*, London, 1937. p.97





George Leslie Hunter, c. 1902





'Hunter always maintained that he was not painting for today but for fifty years hence...Having lived twenty-five years with several of them I find that Hunter's prophecy is coming true.'

MAJOR ION R. HARRISON

'As I Remember Them' in T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950, p.120





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## HUNTER

### The Harbour, St. Tropez

signed l.r.: *L. Hunter*  
wax crayon and ink  
31.5 by 40.5cm., 12½ by 16in.

#### PROVENANCE

Alex. Reid & Lefevre, Glasgow, where purchased  
February 1928 by Major Ion R. Harrison and  
thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, The Thistle  
Foundation, *Pictures from a Private Collection*,  
1951, no.124

£ 10,000-15,000  
€ 11,600-17,300 US\$ 14,200-21,300



117

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## HUNTER

### The Port of Marseilles

signed l.r.: G L Hunter  
wax crayon, black ink and pencil  
35.5 by 43cm., 14 by 17in.

#### PROVENANCE

The Lefevre Gallery, London, where purchased by Major Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.117;  
London, Royal Academy, *The Scottish Colourists*, 2000, no.110

£ 8,000-12,000

€ 9,300-13,900 US\$ 11,400-17,100

**PEPLOE****The House in the Woods**

oil on panel  
35.5 by 26.5cm., 14 by 10½in.

**PROVENANCE**

Alex. Reid & Lefevre, London, where purchased January 1936  
by Major Ion R. Harrison and thence by descent

**EXHIBITED**

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.36;  
Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977, no.12;  
Edinburgh, Scottish National Gallery of Modern Art, *S J Pepløe: A Commemorative Exhibition*, 1985, no.57

**LITERATURE**

G. Pepløe, *S.J. Pepløe*, Surrey, 2012, pl.81, p.73

£ 70,000-100,000

€ 81,000-116,000 US\$ 99,500-142,000









## CADELL

### Reflection

signed and dated l.r.: *F.C.B. Cadell '15*; titled and signed on the backboard: *No 1./ Reflection/ by/ F.C.B. Cadell.*

oil on canvas

63.5 by 76cm., 25 by 30in.

### PROVENANCE

Major Ion R. Harrison and thence by descent

### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.91;

Glasgow, Glasgow Art Gallery and Museum, *Exhibition of Scottish Painting*, 1961, no.162;

Glasgow, Glasgow Art Gallery and Museum, *Colour in Scottish Painting*, 1970, no.7;

Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977, no.49;

Edinburgh, Glasgow and London, The Fine Art Society, *F.C.B. Cadell Centenary Exhibition*, 1983, no.32

### LITERATURE

T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950, pl.2;

R. Billcliffe, *The Scottish Colourists*, London, 1989, pl.48;

T. Hewlett and D. Macmillan, *F.C.B. Cadell*, Surrey, 2011, p.13, pl.5

£ 400,000-600,000

€ 462,000-695,000 US\$ 570,000-855,000



119

'... the finest works of 1911 and later were the sumptuous interiors often featuring one of his favourite models, the noted beauty, Miss Don Wauchope. She sat for Bunty [Cadell] on numerous occasions, as the model for a series of oils that he produced over the next fifteen years..'

TOM HEWLETT,

*Cadell, The Life and Works of A Scottish Colourist*, London, 1988, p.32



## CADELL

### Breezy Day, Iona

signed l.l.: *F.C.B. Cadell*  
oil on board  
36.5 by 44cm., 14½ by 17½in.

#### PROVENANCE

Major Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.112

£ 40,000-60,000

€ 46,200-69,500 US\$ 57,000-85,500



120

**CADELL****Interior of Iona Abbey, The Sacristy Door**

signed l.l.: *F.C.B. Cadell*

oil on canvas

76 by 50.5cm., 30 by 20in.

**PROVENANCE**

Pearson & Westergaard Ltd., Glasgow, where purchased December 1946 by Major Ion R. Harrison and thence by descent

**EXHIBITED**

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.86;

Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977, no.52;

Edinburgh, Glasgow and London, The Fine Art Society, *Artists in Iona*, 1980;

London, Royal Academy, *The Scottish Colourists*, 2000, no.85;

Edinburgh, City Art Centre, *Iona: Island of Inspiration*, 2004;

Edinburgh, National Galleries of Scotland, Dean Gallery, *F.C.B. Cadell*, 2011-2012

**LITERATURE**

T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950, pl.3;

P. Long with E. Cumming, *The Scottish Colourists 1900-1930*, exh.cat, National Galleries of Scotland, Edinburgh, 2000, pl.60;

A. Strang, *F.C.B. Cadell*, exh.cat, National Galleries of Scotland, Edinburgh, 2011, pl.83;

P. MacLeod Coupe, *Paintings of Iona, Peploe and Cadell*, Malvern, 2014, pl.18

£ 70,000-100,000

€ 81,000-116,000 US\$ 99,500-142,000





## HUNTER

### Cottages and Landscape, Fife

signed l.r.: *L. Hunter*

oil on canvas

35.5 by 40.5cm., 14 by 16in.

#### PROVENANCE

Major Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.51

#### LITERATURE

B. Smith and J. Marriner, *Hunter Revisited, The Life and Art of Leslie Hunter*, Edinburgh, 2012, p.118, pl.94

£ 40,000-60,000

€ 46,200-69,500 US\$ 57,000-85,500



122

**PEPLOE****Michaelmas Daisies and Oranges**

signed l.l.: *Peploe*  
oil on canvas  
60.5 by 50.5cm., 24 by 20in.

**PROVENANCE**

Alex. Reid & Lefevre, Glasgow, where purchased by Major Ion R. Harrison and thence by descent

**EXHIBITED**

Glasgow, McLellan Galleries, *Memorial Exhibition of Paintings by S.J. Peploe, R.S.A.*, 1937, no.71 as *Mixed Flowers*;  
Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.17;  
Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977 no.23;  
Edinburgh, Scottish National Gallery of Modern Art, *S J Peploe Commemorative Exhibition*, 1985, no.100

**LITERATURE**

R. Billcliffe, *The Scottish Colourists*, London, 1989, pl.133;  
G. Peploe, *S.J. Peploe*, Surrey, 2012, p.151, pl.161;  
K. Hartley and G. Peploe, *S.J. Peploe 1871-1935*, exh.cat, The Scottish National Gallery of Modern Art, Edinburgh, 1985, pl.100

£ 300,000-500,000

€ 346,000-580,000 US\$ 426,000-710,000



'One of the most accomplished of the later still-lives, the paler tonality of this series here being disturbed by the bright colour of the flowers and the orange in the foreground.'

ROGER BILLCLIFFE

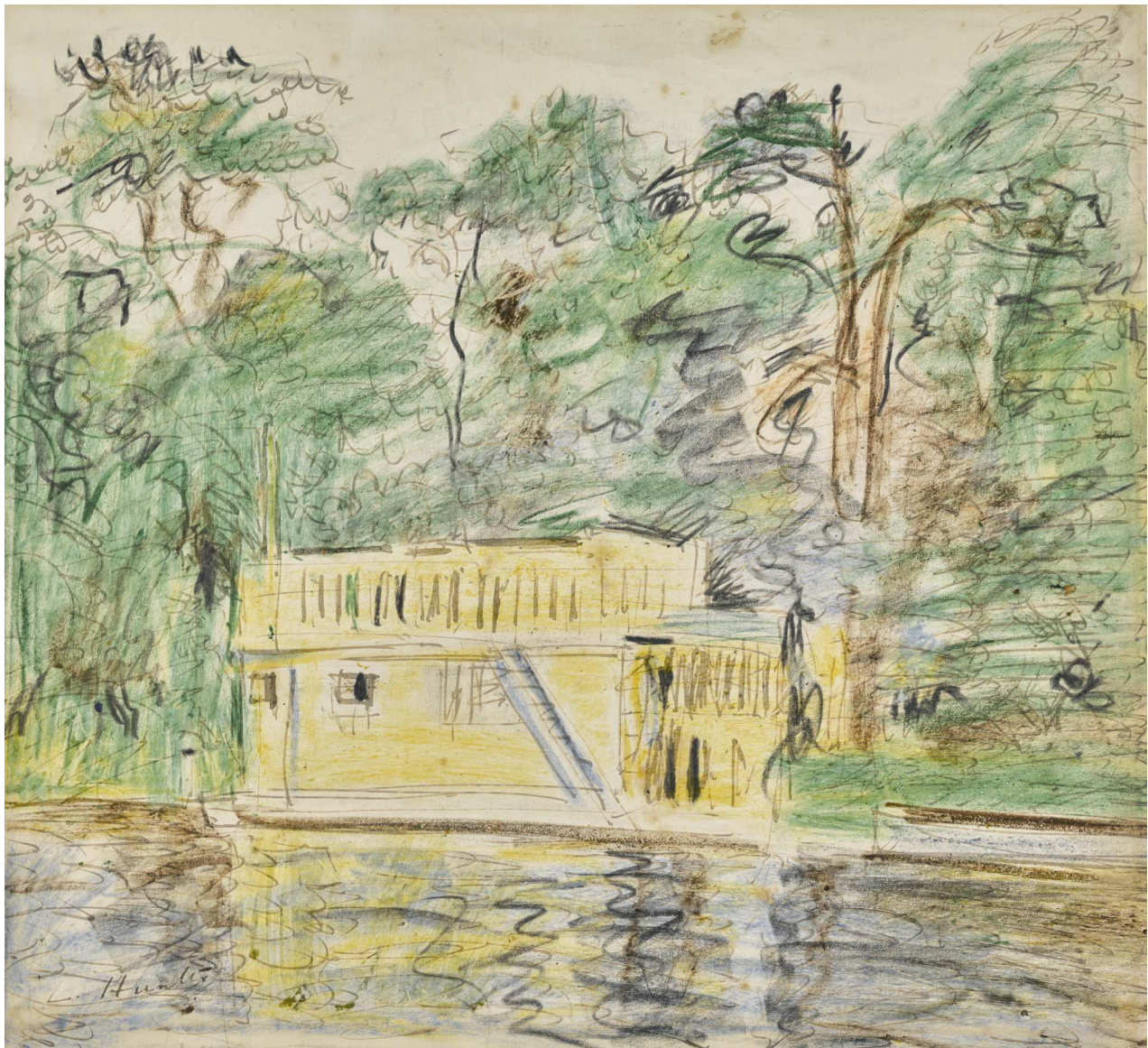
*The Scottish Colourists*, London, 1989, p.171











124

124

## HUNTER

### Houseboat, Loch Lomond

signed l.l.: L. Hunter  
wax crayon, pen and ink  
34 by 38cm., 13½ by 15in.

#### PROVENANCE

The Lefevre Gallery, London, where purchased by Major Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.119

£ 8,000-12,000

€ 9,300-13,900 US\$ 11,400-17,100



125

125

## HUNTER

### St. George's Hospital, Hyde Park Corner

signed l.l.: L Hunter  
wax crayon, ink and pencil  
35.5 by 43cm., 14 by 17in.

#### PROVENANCE

Alex. Reid & Lefevre, Glasgow, where purchased March 1932 by Major Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.131

#### LITERATURE

B. Smith and J. Marriner, *Hunter Revisited, The Life and Art of Leslie Hunter*, Edinburgh, 2012, p.182, pl.164

£ 10,000-15,000

€ 11,600-17,300 US\$ 14,200-21,300

**HUNTER****A Girl Seated on a Sofa, two states**

two drypoints on wove paper  
 each plate: approx. 25 by 17.5cm., 9¾ by 6¾in.;  
 each sheet: approx. 38 by 26cm., 15 by 10¼in.  
 (2)

**PROVENANCE**

Major Ion R. Harrison and thence by descent

£ 300-500

€ 350-600 US\$ 450-750



126



126

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## HUNTER

### The Artist

pencil  
28 by 22cm., 11 by 8¼in.

#### PROVENANCE

Major Ion R. Harrison and thence by descent

£ 500-700

€ 600-850 US\$ 750-1,000

128

## HUNTER

### A Ceilidh

pencil  
24 by 26cm., 9½ by 10¼in.

#### PROVENANCE

Major Ion R. Harrison and thence by descent

£ 500-700

€ 600-850 US\$ 750-1,000



127



128

## HUNTER

### Houseboats, Loch Lomond

signed l.l.: L. Hunter

oil on canvas

50.5 by 60.5cm., 20 by 24in.

#### PROVENANCE

Alex. Reid & Lefevre, London;

Pearson & Westergaard Ltd., Glasgow, where purchased  
October 1944 by Major Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, Palace of Arts, *Empire Exhibition Scotland, Fine Arts Section*, 1938, no.465;

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.57;

London, Guildhall, Art Exhibitions Bureau, *Trends in British Art*, 1954;

Glasgow, Glasgow Art Gallery and Museum, *Exhibition of Scottish Painting*, 1961, no.165;

Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977, no.107;

London, Royal Academy, *The Scottish Colourists*, 2000, no.58

#### LITERATURE

T.J. Honeyman, *Introducing Leslie Hunter*, London, 1937, pl.40;

T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950,  
opposite p.112, pl.V;

R. Billcliffe, *The Scottish Colourists*, London, 1989, pl.106;

P. Long with E. Cumming, *The Scottish Colourists 1900-1930*,  
exh.cat, National Galleries of Scotland, Edinburgh, 2000, pl.52;

B. Smith and J. Marriner, *Hunter Revisited, The Life and Art of Leslie Hunter*, Edinburgh, 2012, pl.160

£ 150,000-250,000

€ 173,000-289,000 US\$ 213,000-355,000



129

'The second 'Loch Lomond' series, painted at the very end of his life, includes some of his finest paintings, one which elicited from Peploe the comment: 'That is Hunter at his best and it is as fine as any Matisse.'

SAMUEL JOHN PEPLAE

Quoted by W. Hardie, *Three Scottish Colourists*, exh.cat, 1970, p.12





## PEPLOE

### Trees, Antibes

signed l.r.: *Peploe*  
oil on canvas  
63.5 by 76cm., 25 by 30in.

#### PROVENANCE

James G. Speirs, Lenzie;  
Alex. Reid & Lefevre, London, where purchased May 1937 by  
Major Ion R. Harrison and thence by descent

#### EXHIBITED

Glasgow, McLellan Galleries, *Peploe Memorial Exhibition*, 1937,  
no.45;  
Glasgow, Palace of Arts, *Empire Exhibition Scotland, Fine Arts  
Section*, 1938, no.475;  
Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures  
from a Private Collection*, 1951, no.40;  
Edinburgh, Arts Council - Scottish Committee Touring  
Exhibition, *S.J. Peploe, 1871-1935*, 1953, no.25;  
Glasgow, Glasgow Art Gallery and Museum, *Exhibition of  
Scottish Painting*, 1961, no.156;  
Edinburgh, Scottish National Gallery of Modern Art, *S J Peploe  
Commemorative Exhibition*, 1985, no.106;  
Edinburgh, Scottish National Gallery of Modern Art, *S.J.  
Peploe*, 2012-2013

#### LITERATURE

S. Cursiter, *Peploe: An Intimate Memoir of an Artist and of His  
Work*, Edinburgh, 1947, pl.41;  
T.J. Honeyman, *Three Scottish Colourists*, Edinburgh, 1950,  
opposite p.64, pl.V;  
R. Billcliffe, *The Scottish Colourists*, London, 1989, pl.132;  
G. Peploe, *S.J. Peploe*, Surrey, 2012, p.157, pl.167;  
A. Strang, E. Cumming and F. Fowle, *S.J. Peploe*, exh.cat,  
National Galleries of Scotland, Edinburgh, 2012, pl.83

£ 200,000-300,000

€ 231,000-346,000 US\$ 284,000-426,000



130



Peploe in his studio, c. 1909



'*Trees, Antibes* depicts a file of huge trees, this time pines, seen as a diagonal receding into a headland, the sea perhaps just beyond. In the very simplicity of its conception, it is the antithesis of classical landscape: no repoussoir tree, middle ground or far distance. His impasto is again very full – the plastic equivalent of the monumentality of his subject... their trunks this time forming a Cézanneseque geometric pattern...'

GUY PEPLAE

*S.J. Peplae, Surrey, 2012, pp.157-8*



**HUNTER****Green Houseboat, Balloch**

oil on canvas  
40.5 by 50.5cm., 16 by 20in.

**PROVENANCE**

Pearson & Westergaard Ltd., Glasgow, where purchased by Major Ion R. Harrison and thence by descent

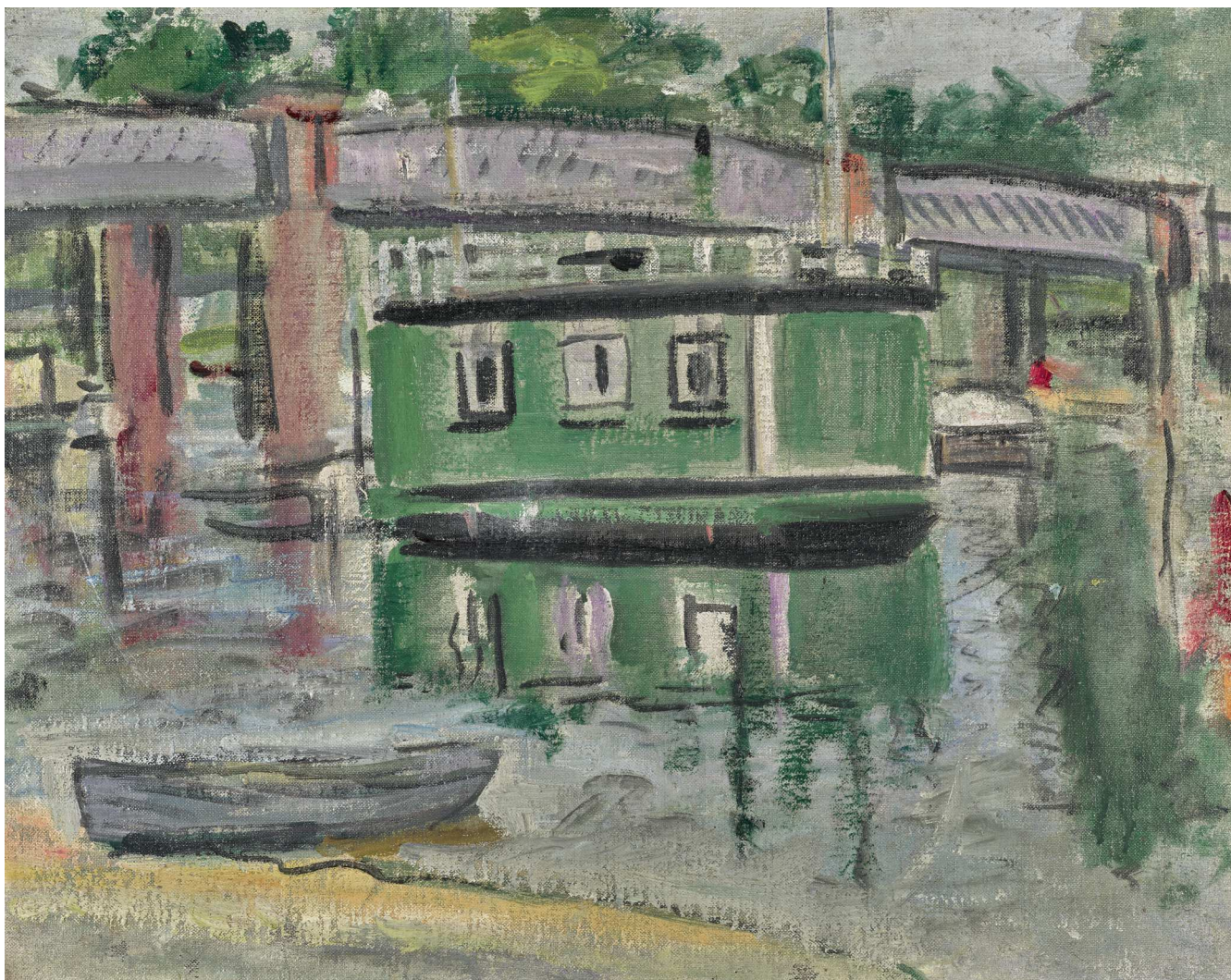
**EXHIBITED**

Glasgow, McLellan Galleries, The Thistle Foundation, *Pictures from a Private Collection*, 1951, no.56;  
Edinburgh and London, The Fine Art Society, *Three Scottish Colourists*, 1977, no.105

£ 50,000-70,000

€ 58,000-81,000 US\$ 71,000-99,500





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**Sotheby's** EST. 1744

Collectors gather here.

SIR STANLEY SPENCER, R.A.  
Christ Preaching at Cookham  
Regatta: Punts by the River, 1958  
Estimate £3,000,000– 5,000,000



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**Sotheby's** EST. 1744

Collectors gather here.

The Drawing Room at Croft House,  
Helensburgh, circa 1925.  
Showing works to be offered.  
Photograph Private Family Collection.



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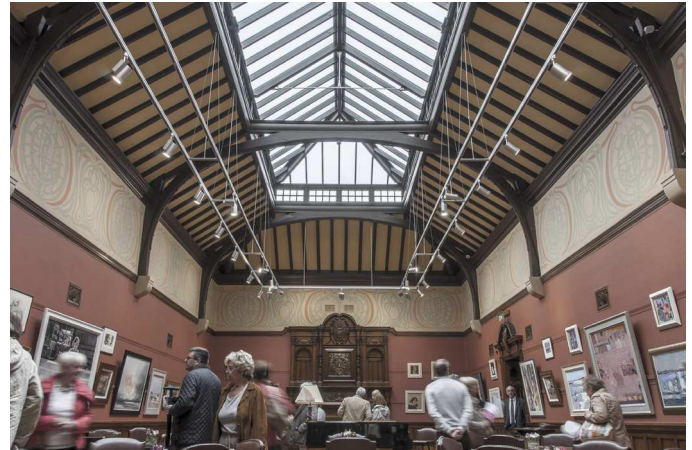
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DAYTIME PHONE	MOBILE PHONE	FAX
EMAIL		

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		£

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POSTAL CODE \_\_\_\_\_ COUNTRY \_\_\_\_\_

- I will collect in person  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.

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

## GUIDE FOR ABSENTEE AND TELEPHONE BIDDERS

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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 bids 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

From time to time, Sotheby's may ask clients to provide personal information about themselves or obtain information about clients from third parties (e.g. credit information). If you provide Sotheby's with information that is defined by law as "sensitive", you agree that Sotheby's Companies may use it: in connection with the management and operation of our business and the marketing and supply of Sotheby's Companies' services, or as required by law. Sotheby's Companies will not use or process sensitive information for any other purpose without your express consent. If you would like further information on Sotheby's policies on personal data, to opt out of receiving marketing material, or to make corrections to your information please contact us on +44 (0)20 7293 6667.

In order to fulfil the services clients have requested, Sotheby's may disclose information to third parties (e.g. shippers). Some countries do not offer equivalent legal protection of personal information to that offered within the EU. It is Sotheby's policy to require that any such third parties respect the privacy and confidentiality of our clients' information and provide the same level of protection for clients' information as provided within the EU, whether or not they are located in a country that offers equivalent legal protection of personal information. By signing this Absentee and Telephone Bidding Form you agree to such disclosure. Please note that for security purposes Sotheby's premises are subject to video recording. Telephone calls e.g. telephone bidding/voicemail messages may also be recorded.

## 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](http://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 prior owners is unknown given the age 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](http://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](http://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 Buyers 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.

**Employee Bidding** Sotheby's employees may bid only if the employee does not know the reserve and fully complies with Sotheby's internal rules governing employee bidding.

**US Economic Sanctions** The United States maintains economic and trade sanctions against targeted foreign countries, groups and organisations. There may be restrictions on the import into the United States of certain items originating in sanctioned countries, including Burma, Cuba, Iran, North Korea and Sudan. The purchaser's inability to import any item into the US or any other country as a result of these or other restrictions shall not justify cancellation or rescission of the sale or any delay in payment. Please check with the specialist department if you are uncertain as to whether a lot is subject to these import restrictions, or any other restrictions on importation or exportation.

### 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.

**Collection** It is Sotheby's policy to request proof of identity on collection of a lot. Lots will be released to you or your authorised representative when full and cleared payment has been received by Sotheby's. If you are in doubt about the location of your purchases, please contact the Sale Administrator prior to arranging collection. Removal, storage and handling charges may be levied on uncollected lots. Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue.

**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.

**Shipping** Sotheby's offers a comprehensive shipping service. Except if otherwise indicated in this Buying At Auction Guide, our Shipping Department can advise buyers on exporting and shipping property, and arranging delivery.

For assistance please contact:  
**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 £41,018. 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: £12,305  
Photographic positive or negative or any assemblage of such photographs  
EU LICENCE THRESHOLD: £12,305  
Textiles (excluding carpets and tapestries)  
EU LICENCE THRESHOLD: £41,018  
Paintings in oil or tempera  
EU LICENCE THRESHOLD: £123,055  
Watercolours, gouaches and pastels  
EU LICENCE THRESHOLD: £24,611  
Prints, Engravings, Drawings and Mosaics  
EU LICENCE THRESHOLD: £12,305

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.

#### ◊ 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. From time to time, Sotheby's or any affiliated company may provide the irrevocable bidder with financing related to the irrevocable bid. 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 (□), 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 (□). 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 (⊕) 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	
From 0 to 50,000	4%
From 50,000.01 to 200,000	3%
From 200,000.01 to 350,000	1%
From 350,000.01 to 500,000	0.5%
Exceeding 500,000	0.25%

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.

#### ¶ 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 invoicing 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 □ 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 ‡ 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:

- ‡ - 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 ‡ 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 (‡ 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 REVENUE AND CUSTOMS

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 Payments 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 omissions (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. Sotheby'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 has entered into any contract pursuant to these terms in reliance on any representation, warranty or undertaking which is not expressly referred to in such materials.

## 12. DATA PROTECTION

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.

Sometimes, Sotheby's may also disclose this information to carefully selected third parties for their own marketing purposes. If you do not wish your details to be used for this purpose, please email [enquiries@sothebys.com](mailto:enquiries@sothebys.com).

If the client provides Sotheby's with information that is defined by European data protection laws as "sensitive", the client agrees that it may be used for the purposes set out above.

In the course of these disclosures, personal data collected in the European Eco-

nomic Area may be disclosed to countries outside the European Economic Area. Although such countries may not have legislation that protects a client's personal information, Sotheby's shall take reasonable steps to keep such information secure and in accordance with European data protection principles. By agreeing to these Conditions of Business, the client is agreeing to such disclosure.

Please be aware that Sotheby's may film auctions or other activities on Sotheby's premises and that such recordings may be transmitted over the Internet via Sotheby's website. Telephone bids may be recorded.

Under European data protection laws, a client may object, by request and free of charge, to the processing of their information for certain purposes, including direct marketing, and may access and rectify personal data relating to them and may obtain more information about Sotheby's data protection policies by writing to Sotheby's, 34-35 New Bond Street, London W1A 2AA, or 1334 York Avenue, New York, NY 10021, Attn: Compliance or emailing [enquiries@sothebys.com](mailto:enquiries@sothebys.com).

## 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 accordance 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.

## SOTHEBY'S GREENFORD PARK STORAGE AND COLLECTION INFORMATION

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

34-35 New Bond Street

London, W1A 2AA

Tel: +44 (0)20 7293 5358

Fax: +44 (0)20 7293 5933

#### **COLLECTION FROM SOTHEBY'S GREENFORD PARK FINE ART STORAGE FACILITY**

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.

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.

Collect your property from: Sotheby's Greenford Park Fine Art Storage Facility

Opening hours:

Monday to Friday 8.30am to 4.30pm

Sotheby's Greenford Park,

13 Ockham Drive, Greenford, Middlesex, UB6 0FD

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.

**Medium items** (such as most paintings or small items of furniture): handling fee of £30 per lot plus storage charges of £4 per lot per day.

**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.

**Oversized items** (such as monumental sculptures): handling fee of £80 per lot plus storage charges of £10 per lot per day.

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.

#### **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\$1.41**

**£1 = €1.15**

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**

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