



SCOTTISH
ART

LONDON | 20 NOVEMBER 2018

Sotheby's EST. 1744



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J. M. W. Turner

SCOTTISH ART

**AUCTION IN LONDON
20 NOVEMBER 2018
SALE L18135
15.30 PM**

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L. Hamilton

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1



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3

1

LOUIS BOSWORTH HURT

1856-1929

Over the Moorland, Tulloch

signed and dated l.r.: *Louis B. Hurt. 1913*

oil on canvas

74 by 112.5cm., 29¼ by 44¼in.

PROVENANCE

Purchased by the father of the present owner in Edinburgh circa 1950

£ 15,000-20,000 € 16,900-22,500

2

PROPERTY FROM THE COLLECTION OF THE PITTSBURGH ATHLETIC ASSOCIATION

LOUIS BOSWORTH HURT,

1856-1929

Highland Cattle

signed and dated l.l.: *Louis B. Hurt 1899*

oil on canvas

100 by 138.5cm., 37 by 54½in.

† £ 15,000-20,000 € 16,900-22,500

3

ATTRIBUTED TO JAMES HOWE

1780-1836

Edinburgh Castle from the Grassmarket

oil on canvas

96.5 by 132cm., 38 by 52in.

£ 8,000-12,000 € 9,000-13,500



4

4

**JAMES WATTERSTON
HERALD**

1859-1914

A Street Fair

signed and dated l.l.: *Jam. Herald 1906.*

watercolour

51 by 40.5cm., 20 by 16in.

± £ 5,000-7,000 € 5,700-7,900

5

**ROBERT GEMMELL
HUTCHISON, R.S.A., R.S.W.**

1855-1936

Guddlin

signed l.r.: *Gemmell Hutchison*; titled and

signed on the reverse

oil on panel

34 by 24cm., 13½ by 9½in.

PROVENANCE

Bonhams, Edinburgh, 17 August 2010, lot 68;
Callaghan Fine Paintings, Shrewsbury, where
purchased by the present owner

£ 7,000-10,000 € 7,900-11,300



5



6

6

CHARLES RENNIE MACKINTOSH

1868-1928

Winter Rose

signed and dated l.r.: C. R. MACKINTOSH,
1916; signed and inscribed by the artist on the
reverse: WINTER ROSE-/ C.R. MACKINTOSH/ 2
HANS STUDIOS/ 43A GLEBE PLACE CHELSEA
SW3

watercolour

26.5 by 25.5cm., 10½ by 10in.

PROVENANCE

Sotheby's, Scone Palace, 29 August 1995, lot
983;

Lyon & Turnbull, Edinburgh, *The Taffner
Collection*, 7 September 2012, lot 63, where
purchased by the present owner

*'Art is the flower – Life is the green leaf. Let
every artist strive to make his flower a beautiful
living thing – something that will convince the
world that there may be – there are – things
more precious – more beautiful – more lasting
– than life'* (Charles Rennie Mackintosh quoted
in, R. Billcliffe, *Mackintosh Watercolours*, 1978,
p.13).

The present work was executed after
Mackintosh's stay in the Suffolk village of
Walberswick and whilst working and living in
the artistic milieu of Chelsea. The subject of
the rose had become so characteristic of the
Glasgow Style and Mackintosh in particular
that it became known as the 'Glasgow Rose'.
Mackintosh recurrently used his iconic
stylised and stencil-like rose motif, and the
present work gives us an intriguing glimpse
into an alternate handling of the artist's most
quintessential subject.

£ 20,000-30,000 € 22,500-33,800



7

7

**ARTHUR MELVILLE,
A.R.S.A., R.S.W., A.R.S.**

1858-1904

A Young Boy Reading

signed with initials I.I.
watercolour and pencil heightened with
bodycolour
35.5 by 27.5cm., 14 by 10¾in.

PROVENANCE

Christie's, Scotland, 10 December 1987, lot 63;
The Robertson Collection, Orkney

£ 3,000-5,000 € 3,400-5,700

8

**ARTHUR MELVILLE,
A.R.S.A., R.S.W., A.R.S.**

1858-1904

Garnet Sails

signed and dated I.I.: *Arthur. Melville .98.*;
signed, titled and inscribed on the artist's
label: *Garnet Sails/ The Property of/ W.
MacEwen Esq./ Edinburgh/ Arthur Melville/ 13
Mell- Road/ Kensington W/ Kensington*
watercolour, pencil and bodycolour
85 by 59.5cm., 33½ by 23½in.

PROVENANCE

Aitken Dott & Son, Edinburgh;
W. MacEwen Esq., second cousin of the artist,
and thence by descent

EXHIBITED

Edinburgh, Dott's Scottish exhibition, 1898;
London, Royal Watercolour Society, 1899,
no.148;

London, Royal Watercolour Society, *Winter
Exhibition*, 1904-5, no.201;
Edinburgh, Royal Scottish Academy, 1904,
no.107, lent by W. MacEwen Esq.;
London, Royal Institute, 1906, no.132, lent by
W. MacEwen Esq.;
Glasgow, Glasgow Institute of Fine Arts, 1907,
no.44, lent by W. MacEwen Esq.;
Kirkcaldy, Kirkcaldy Art Gallery, *Inaugural Loan
Exhibition*, 1925, no.77, lent by Mrs MacEwen

LITERATURE

Agnes E. Mackay, *Arthur Melville*, Leigh-on-
Sea, 1951, no.131, p.133, illustrated pl.36;
I. Gale, *Arthur Melville*, Edinburgh, 1996, p.99;
K. McConkey and C. Topsfield, *Arthur Melville
Adventures in Colour*, exh.cat, National
Galleries of Scotland, Edinburgh, 2015, p.112

Arthur Melville was one of the leading
Scottish artists of his generation – an
important influence to future generations yet
one who pursued his own distinctive path.
Experimental and forward-looking, he was
an associate of the Glasgow Boys, inspired
by the Impressionists and embraced the
spiritual doctrine of the Symbolists. He was
a consummate artist with oils but it was with
watercolour that he made the medium his own.

In the summer of 1894 Melville made his
first visit to Venice, producing largely
impressionistic watercolours that record his
experiences of the city and its architecture.
Melville painted the Rialto, the subject of the
present painting, on more than one occasion.
In 1896 he exhibited a similar view of the
bridge, seen from the other side and entitled
The Rialto, at the Glasgow Institute and which
was formerly in the collection of his patron
and friend Graham Robertson. *Garnet Sails*
is the more engaging work. Rather than a
landscape view of the bridge seen from the
water, the current painting adopts a more
complex viewpoint, depicting the bridge from
a higher and tighter angle, intersected by
the vertical masts, which demands a more
astute rendering of perspective. Melville's
handling of the medium is equally confident.
Form is rendered with bold and purposeful
brushstrokes which give greater emphasis
to mass over unnecessary detail. Light and
shadow are masterfully conveyed, noticeably
in the left-hand sail and in the fluid handling of
the reflections in the water. The composition
possesses a skilled harmony and rhythm, in
colour and form, which nevertheless exudes a
convincing simplicity that defines Melville as a
master of watercolour.

In an intriguing article that may well refer
to the present work, Frank Rutter wrote in
the Sunday Times in 1904, '[Melville] is a
consummate artist and most brilliant painter.
His one exhibit at the R.S.A., a watercolour of
Venice, ablaze with colour, is sufficient to teach
one this.'

£ 30,000-50,000 € 33,800-56,500



**SIR JOHN LAVERY, R.A.,
R.S.A., R.H.A.**

1856-1941

**Miss Katherine McLaren at
Glencarron**

signed, inscribed and dated l.r.: *J Lavery/ N°1
THE GUN ROOM COLLECTION/ GLENCARRON,
JULY 1891*; further inscribed l.l.: *WITH MANY
THANKS TO/ THE ORIGINAL*
oil on canvas
37.5 by 33cm., 15¼ by 13in.

PROVENANCE

The sitter and thence by descent;
Christie's, London, 25 May 2007, lot 156;
The Fine Art Society, London, where acquired
by the present owners

LITERATURE

K. McConkey, *John Lavery, A Painter and his
World*, 2010, p.59, fig.69

The present lot was painted in the summer of 1891 following Lord McLaren's invitation for Lavery to visit Glencarron House, the McLaren's hunting lodge in Ross and Cromarty, in order to produce a group of pictures for the Gun Room. Other works from Lavery's visit depict similarly informal scenes of the family at leisure or show the natural beauty of the surrounding landscape.

The success of Lavery's first visit resulted in a second invitation in the autumn of 1891, when he returned to Glencarron to paint a larger portrait, *Katherine and Esther McLaren, the Daughters of Lord McLaren*, which was the most prominent piece exhibited by Lavery at the Royal Academy in 1892. Katherine McLaren's portrait marks the start of Lord McLaren's patronage of Lavery. During Lord McLaren's successful career, in which he was a lawyer, Scottish Liberal MP, and Lord Advocate of Edinburgh, Lavery painted his portrait twice, one of which now hangs in the Scottish National Portrait Gallery. During his acquaintance with the family Lavery also painted at least three portraits of Katharine's younger sister, Esther.

The present work was painted two years before Katherine's marriage to her cousin Frederick Scott Oliver in 1893. Oliver achieved financial success through his role as a partner

in the linen drapery firm Debenham and Freebody, now the Debenhams retail chain, and the couple lived comfortably at Edgerson estate in Roxburgh-shire from 1915 until Oliver's death. In later life Oliver turned to writing about political topics, producing works such as *The Endless Adventure*, published in three volumes from 1930-1935. Katherine's son inherited his grandfather's appreciation of art. He became an art dealer after having studied painting in Paris and under the instruction of Walter Sickert.

Before Lord McLaren, Lavery's patrons came largely from the West of Scotland due to his association with The Glasgow Boys. Lord McLaren may have chosen Lavery in preference to painters from the respected Royal Scottish Academy owing to its President Sir George Reid's rejection of Impressionism. Katherine McLaren's portrait is strongly impressionistic, demonstrating Lavery's ability to portray the essence of a scene. Lavery was drawn towards an 'exploration of the aesthetic value of the sketch' (exh.cat., *Sir John Lavery R. A. 1856-1941*, Belfast, 1984, p.7). The lively brushwork in Lavery's portrait of Katharine McLaren exemplifies his fascination with recording an initial impression and gives the portrait an engagingly unstudied appearance.

£ 60,000-80,000 € 67,500-90,000



Katherine and Ester McLaren, the Daughters of Lord McLaren,
1892, City Art Centre, Edinburgh





10

10

**EDWARD ATKINSON
HORNEL**

1864-1933

A Thorn in her Foot

signed and dated l.l.: *E.A. Hornel 1911*

oil on canvas

76 by 101.5cm., 30 by 40in.

PROVENANCE

The Fine Art Society, London;

Private Collection

‡ £ 15,000-20,000 € 16,900-22,500



11

11

**EDWARD ATKINSON
HORNEL**

1864-1933

By the Lily Pond

signed and dated l.r.: *E.A. Hornel 1911*; further
signed and dated on canvas overlap
oil on canvas

91.5 by 76cm., 36 by 30in.

± £ 15,000-20,000 € 16,900-22,500

**JOHN DUNCAN
FERGUSSON, R.B.A.**

1874-1961

The Open Air Fête, Armenonville

oil on canvas

42 by 36cm., 16½ by 14½in.

PROVENANCE

Adams Bros., London;
Aitken Dott & Son, Edinburgh, sold to R.
Wemyss Honeyman, 27 May 1948;
Christie's & Edmiston's, Glasgow, *The Wemyss
Honeyman Collection*, 4 June 1979, lot 16,
where purchased by the present owners

EXHIBITED

Edinburgh, National Galleries of Scotland, *J.D.
Fergusson*, 7 December 2013-15 June 2014;
Chichester, Pallant House Gallery, *J.D.
Fergusson*, 5 July-19 October 2014

LITERATURE

A. Strang, E. Cummings and S. McGregor,
J.D. Fergusson, exh.cat, National Galleries of
Scotland, Edinburgh, 2013, pl.56

The Open Air Fête, Armenonville encapsulates the *joie de vie* of Parisian café society in the early twentieth century. It was painted in 1907, a pivotal year in the artist's career when he relocated to France permanently. There had always been a strong link between France and Scotland and after moving to Paris, Fergusson declared: 'Vive la France. Let's not forget, ever, the Auld Alliance.' (M. Morris, *The Art of J.D. Fergusson*, p.53). Of the Scottish Colourists, Fergusson had the most intense and enduring connection with France. He was captivated by Parisian life and the *avant-garde* tendencies of the French artistic movements. He had been a student of both the Académie Colarossi and Académie Julian in Paris, Fergusson regularly returned to France, often in the company of his compatriot Samuel John Peploe: '[Peploe and I] were very impressed with the Impressionists... Manet and Monet were painters who fixed our direction' (*ibid*, p.40). With this move to Paris in 1907 came a monumental shift in his painting style: 'Something new had started and I was very much intrigued. But there was no language for it that made sense in Edinburgh or London - an expression like 'the logic of line' meant something in Paris that it couldn't mean in Edinburgh.' (*ibid*, p.45).

Fergusson was enchanted by Paris, regarded at that time as the cultural epicentre of the world, and more specifically the Bohemian atmosphere of Montparnasse, where he lived and worked: 'I was in Paris without any money or rich relations...but repeatedly encouraged by what some people call "le bon air de Paris, qui semble contenir les effleuves amoureuses et les emanation intellectuelles". Life is how

it should be and I was very happy. The Dome, so to speak, round the corner; l'Avenue quite near; the concert Ronge not far away - I was very much interested in music; the Luxembourg Gardens to sketch in; Colarossi's class if I wanted to ask for a model. In short everything a young painter could want...' (J. Geddes and M. Morris, *Café Drawings in Edwardian Paris from the Sketch-Books of J D Fergusson*, 1974, p.8).

The subject of *The Open Air Fête, Armenonville* is reminiscent of Auguste Renoir's iconic *Dance at the Moulin de la Galette* (1876, Musée d'Orsay) but the style is more modern - more Fauve with its dark outlines and refracted colour. In Paris, Fergusson was fully integrated into the circle of artists leading the modernist revolution, including Henri Matisse, André Derain, Robert Delaunay and Pablo Picasso: 'I had been accepted by the people I had most respect for. As an artist nothing could be more important.' (M. Morris, *The Art of J.D. Fergusson*, p.54).

In the present work, Fergusson depicts the gaiety of the outdoor terrace of the restaurant, the Pavillon d'Armenonville, in the Parc de Bagatelle near the Champs Élysée. The elegant woman with her flamboyant, fashionable hat was probably based upon sketches of Anne Estelle Rice, a fellow artist and Fergusson's lover in Paris. Fergusson and Rice met in 1907 and he painted her 'on many occasions' (K. Sinister, *John Duncan Fergusson: Living Paint*, p.37). She promenades past a crowded scene, a *flâneuse* observing the scene of modern urban leisure and fashion.

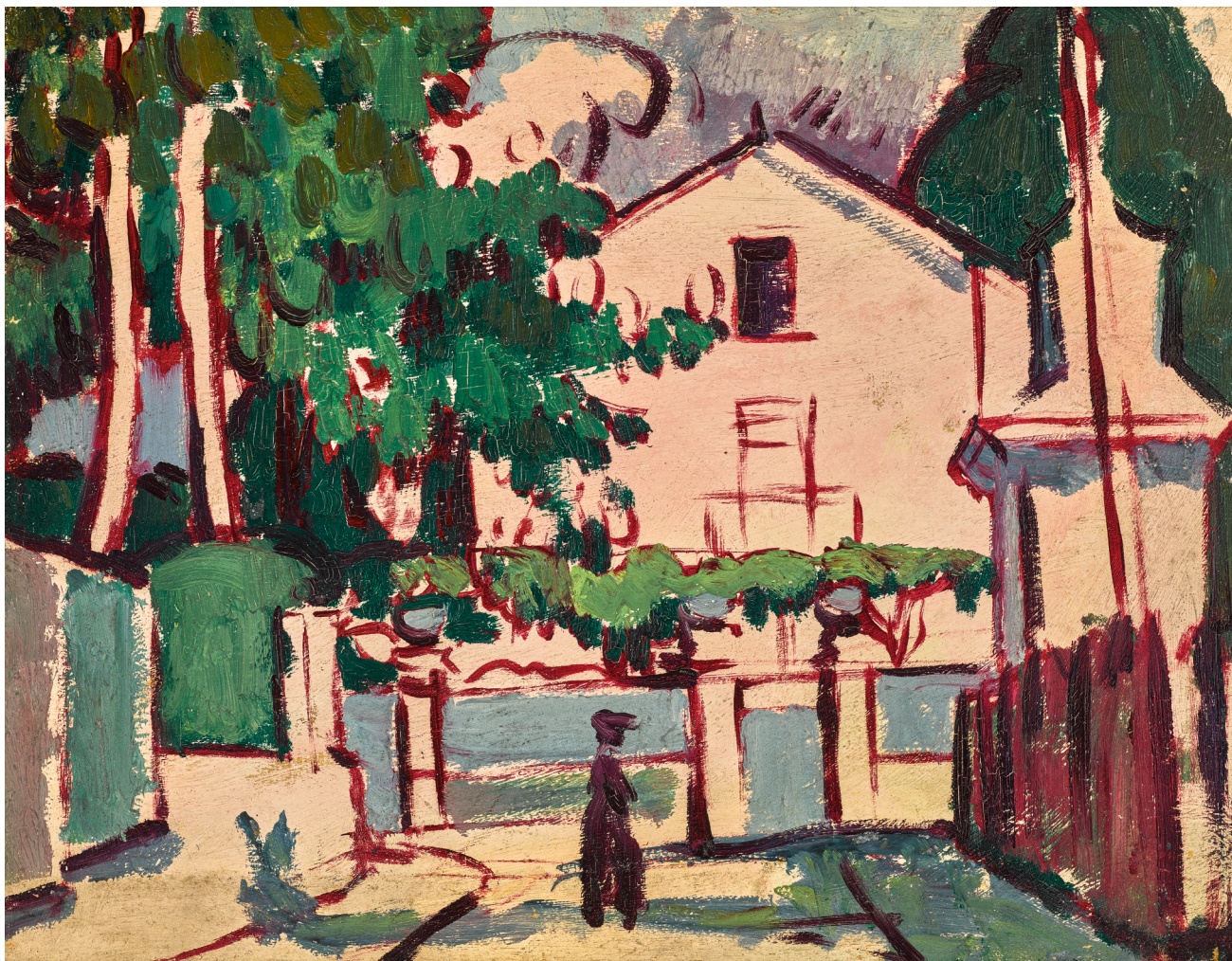
⊕ £ 200,000-300,000
€ 225,000-338,000

“Without their French contacts and experience, none of the Scottish Colourists would have developed their art as we know it...and for Fergusson, living in France far longer than any of the others, it became the crux of his existence.”

P. LONG and ELIZABETH CUMMING

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





13

ANNE ESTELLE RICE

LOTS 13-16

Following her early life and education in Pennsylvania, the artistic career of Anne Estelle Rice took flight after her entry into Paris's thriving artistic milieu in 1906. Rice proved particularly receptive to the ideas of the Post Impressionists and Fauvists, an interest encouraged by her relationship with the eminent Scottish Colourist John Duncan Fergusson. Fergusson, who Rice met in France in 1907, became a powerful stylistic influence for Rice's artistic development. Under Fergusson's guidance and encouragement, Rice turned to painting and produced works which demonstrate her ability to represent nature through geometrical forms and intense

blocks of colour. Rice's unrestrained depictions of landscapes and cityscapes reflect Fergusson's exuberant use of colour and confidently simplified forms.

The four works presented here are significant examples of Rice's early style and show the vivid colour palette and bold contour lines derived from her exposure to French Modernism. *Tall Trees* and *In the Valley* are typical of Rice's talent for transforming nature into a joyful celebration of colour and form, outlined in energetic brush strokes. Rice's self-assured approach to capturing everyday scenes is seen in the energy and force of her brushstrokes in *Pink House* which

compliment her consistent use of blocks of pink and green throughout the painting. *Pink House* is highly reminiscent of works painted at this period by Fergusson and his fellow Colourist Samuel John Peploe. In *Whale Rock*, the rocks' naturally unobtrusive forms have been abstracted and simplified, resulting in an expressively colourful representation which showcases Rice's absorption of fauvist ideals. These paintings demonstrate Rice's successful absorption of the many artistic ideas to which she was exposed into her own vibrant artistic vision.

We are grateful to Professor Carol A. Nathanson for her kind assistance with the cataloguing of the following lots.



14

13

ANNE ESTELLE RICE

1877-1959

Pink House

titled, dated and signed: "Pink House" 1913/
Anne Estelle Rice
 oil on board
 36.5 by 45cm., 14¼ by 17¾in.

PROVENANCE

Gloria Rosales, Long Island, New York
 Gaston & Sheehan Auctioneers, Texas, 3
 March 2015, lot 67;
 Private collection, United States

† ⊕ £ 10,000-15,000 € 11,300-16,900

14

ANNE ESTELLE RICE

1877-1959

Tall Trees

titled and signed on the reverse: *Tall Trees -/*
Anne Estelle Rice
 oil on board
 45 by 36.5cm., 17¾ by 14¼in.

PROVENANCE

Gloria Rosales, Long Island, New York
 Gaston & Sheehan Auctioneers, Texas, 3
 March 2015, lot 67;
 Private collection, United States

† ⊕ £ 12,000-18,000 € 13,500-20,300



15

15

ANNE ESTELLE RICE

1877-1959

Whale Rock

titled and signed on the reverse: "*Whale Rock*"/
Anne Estelle Rice

oil on board

37 by 45cm., 14½ by 17¾in.

PROVENANCE

Gloria Rosales, Long Island, New York
Gaston & Sheehan Auctioneers, Texas, 3
March 2015, lot 67;
Private collection, United States

£ 8,000-12,000 € 9,000-13,500

16

ANNE ESTELLE RICE

1877-1959

In the Valley

titled, dated and signed on the reverse: *In the Valley*" 1912/
Anne Estelle Rice.

oil on board

46 by 36cm., 17½ by 14¼in.

PROVENANCE

Gloria Rosales, Long Island, New York
Gaston & Sheehan Auctioneers, Texas, 3
March 2015, lot 67;
Private collection, United States

£ 12,000-18,000 € 13,500-20,300



16

"The world in which Anne Estelle Rice found herself in Paris, from 1906, was one seething with ideas and activity in every branch of the arts. This was the Paris of the Post Impressionists, Stravinsky, Diaghilev, the Fauves, Leon Bakst, Picasso; the list could go on forever."

exh. cat., *Anne Estelle Rice 1875-1959*, London, The Annexe Gallery, 1978



17



18

17

**JOHN DUNCAN
FERGUSON, R.B.A.**

1874-1961

Study of a Dancer

conte
24 by 19cm., 9½ by 7½in.

PROVENANCE

Alexander Meddowes Fine Art, Edinburgh

This drawing was probably executed circa 1919-1920.

⊕ £ 2,000-3,000 € 2,250-3,400

18

**JOHN DUNCAN
FERGUSON, R.B.A.**

1874-1961

The Tricorn Hat

conte
20 by 18cm., 8 by 7in.

PROVENANCE

Alexander Meddowes Fine Art, Edinburgh

This lively sketch, drawn circa 1916 in London, relates to Fergusson's portrait of the Irish dancer Kathleen Dillon, *Rose Rhythm* (private collection). Dillon studied at the dance studio founded by Fergusson's partner Margaret

Morris and she posed several times for Fergusson. He described the creation of *Rose Rhythm*; 'When I came back from London at the beginning of the First World War in 1914, I met one of Margaret Morris's best pupils, Kathleen Dillon, a very good-looking, charming and intelligent girl... one day she arrived in a remarkable hat... It was just like a rose, going from the centre convolution and continuing the *Rhythm*' idea developed in Paris and still with me. Looking at Kathleen I soon saw that the hat was not merely a hat, but a continuation of the girl's character, her mouth, her nostril, the curl of her hair - the whole character... at last this was my statement of a thing thoroughly Celtic.' (Fergusson quoted in M. Morris, *The Art of J.D. Fergusson*, 1974, p.103)

⊕ £ 2,000-3,000 € 2,250-3,400



19

19

**JOHN DUNCAN
FERGUSSON, R.B.A.**

1874-1961

Alpes Maritimes

oil on board
19.5 by 24.5cm., 7¾ by 9¾in.

PROVENANCE

Nita Woodthorpe, London, with whom
Margaret Morris stayed when visiting the city;
Ewan Mundy Fine Art, Glasgow;
Bonhams, Edinburgh, 12 December 2012, lot
45, where purchased by the present owners

⊕ £ 30,000-50,000 € 33,800-56,500



20

20

**JOHN DUNCAN
FERGUSSON, R.B.A.**

1874-1961

Paris Plage, 1902

signed, titled and dated on the reverse: *J D*

Fergusson/ Paris Plage 1902

oil on panel

26 by 21.5cm., 10¼ by 8½in.

PROVENANCE

Collection of Madame Autan-Lejeune;

Duncan R. Miller Fine Arts, London;

Private collection

⊕ £ 20,000-30,000 € 22,500-33,800

25

**FRANCIS CAMPBELL
BOILEAU CADELL, R.S.A.,
R.S.W.**

1883-1937

Roses in a Glass Vase

signed l.r.: *F.C.B.Cadell*; inscribed and signed on the reverse: *No 4./Roses/ by/ F.C.B.*

CADELL

oil on board

45 by 37.5cm., 17¾ by 14¾in.

PROVENANCE

Richard Green, London, where purchased by the present owner

Roses in a Glass Vase is a particularly bold and spontaneous still life by Francis Campbell Boileau Cadell. The fluid nature of the work is clearly indebted to Édouard Manet: Cadell presents two roses in a simple drinking glass surrounded by a black fan and a porcelain teacup. Manet's influence is further seen in the glinting reflections on the transparent surface of the glass, effortlessly articulated by Cadell through only a few flat brushstrokes. Cadell's daring simplification of his subject is redolent of Manet's *Flowers in a Crystal Vase* (c.1882, National Gallery of Art, Washington). The artist's bold reduction of space into monochromatic tonal planes is further reminiscent of the pioneering aestheticism of James Abbott McNeill Whistler. The blocks of black paint act as directional tools which converge towards the centrally placed roses. The subject of the painting, the roses, therefore becomes the natural resting place for the viewers' eyes, creating a strong sense of compositional harmony.

On the advice of Arthur Melville, Cadell travelled to Paris to study at L'Académie Julian where his fellow Colourist Samuel John Peploe had also studied. In the present work, Cadell is exploring the continuing French vogue for Japanese design principles: the simplification of formal elements, flattening of spatial depth and cropping of the subject. Cadell renders the roses and leaves in graphic geometric shapes with strong and defined edges. This seems to have been inspired in part by the

revolutionary tendencies of Cezanne: '*Cadell's canvases began to show a greater debt to the tenets of still life laid down by Cezanne in his structured approach to the application of colour. Like Cezanne, Cadell spent much time experimenting with still-life arrangements as they allowed him to mobilise form, line and colour in their purity, without the intrusion of narrative content*'. (T. Hewlett, *Francis Campbell Boileau Cadell in The Dictionary of Scottish Painters*, p.26)

Although executed with a strong emphasis on angularity, Cadell retains a sense of the delicacy of the roses through his use of a gentle pastel pink and white tones. Cadell uses a concentration of short brushstrokes to depict the roses, a dramatic contrast to the bold blocks of greens illustrating the abundance of leaves behind, which are offset by the lighter hues of the stems. Cadell dramatically lifts the colouring of the canvas by injecting a flash of bright saturated yellow paint, applied with a sense of urgency, in the top right-hand side of the picture plane. This yellow block of paint seems to be an abstracted depiction of draperies, reflecting his colourful taste and the vibrant interior of his Edinburgh studio, as well as a nod to the brilliant colouring of the Fauves. *Roses in a Glass Vase* is a majestic example of Cadell's still life painting. The thick strokes of loaded paint and the bold composition reflect Cadell's fluid, masterful and impulsive handling.

£ 100,000-150,000 € 113,000-169,000





22



23

22

**JOHN MACLAUHLAN
MILNE, R.S.A.**

1885-1957

**A Blustery Day on the Dunes,
Arran**

signed l.r.: *MacLauchlan Milne*
watercolour
26.5 by 37cm., 10½ by 14½in.

PROVENANCE

Aitken Dott & Son, Edinburgh;
Private Collection;
Sotheby's, London, 30 September 2009, lot
68, where purchased by the present owners

⊕ £ 6,000-8,000 € 6,800-9,000



24

23

GEORGE LESLIE HUNTER

1877-1931

Nude by a Window

signed l.r.: *L Hunter*
wax crayon, pen and ink with pencil
36 by 23cm., 14¼ by 9in.

PROVENANCE

The Fine Art Society, London, September 1973;
Lyon & Turnbull, Edinburgh, 28 November
2006, lot 163;
Ewan Mundy Fine Art, Glasgow, where
purchased by the present owner

£ 4,000-6,000 € 4,500-6,800

24

**FRANCIS CAMPBELL
BOILEAU CADELL, R.S.A.,
R.S.W.**

1883-1937

The Yacht, Iona

signed l.l.: *F.C.B. Cadell*
watercolour with pencil
18 by 25cm., 7 by 9¾in.

PROVENANCE

George W. Service, and thence by descent

Cadell made his first trip to Iona in 1912 where he met George W. Service, a wealthy Glasgow ship-owner. Returning to Iona for the following summer Service purchased his first picture from Cadell. He became one of the artist's most avid patrons and purchased more than a hundred paintings by Cadell, hanging in virtually every room of his homes in Glasgow and Dumbartonshire. Cadell and the Service family became firm friends and the artist spent many happy days with the Services on Iona and on their yacht cruising around the Western Isles – it is probably their yacht depicted in the present watercolour.

£ 6,000-8,000 € 6,800-9,000

**JOHN DUNCAN
FERGUSSON, R.B.A.**

1874-1961

Paris Plage, 1904

signed and titled on the reverse; *J.D.
Fergusson/ Paris Plage/ 1904*
oil on panel
19 by 24cm., 7½ by 9½in.

PROVENANCE

Anthony d'Offay, London, where purchased on 7 December 1966 by Robert Alexander 'Bobby' Bevan, and thence to his widow, Boxted House, Colchester, Essex by whom sold, Christie's, Scotland, 1 November 2001, lot 98; Private Collection

EXHIBITED

London, Anthony d'Offay Fine Art, *The Influence of Whistler on English Painting*, 1966, no.5A

'Working en plein air in the manner of the French Impressionists, their palettes [Fergusson and Peploe] became paler and fresher and their brushwork more fluent in handling. They developed the facility to convey the essence of their subject matter with breath-taking simplicity using thick, creamy paint, applied with seemingly effortless skill.' (Kirsten Simister, *Living Paint, J.D. Fergusson 1874-1961*, 2001, p.23)

Fergusson painted on the beach at Paris-Plage with his friend Samuel John Peploe several times during the first decade of the twentieth century. They often painted side-by-side on small panels in a free and energetic style of the same view. Their style at this time was very similar and it is often difficult to decipher the work of each artist. They made their first French sketching trip together in 1904, when Fergusson painted this beautifully fluid and spontaneous panel depicting elegant ladies gathered outside the bathing huts that lined the beach. Bathing-huts particularly appealed to Fergusson and appear in many of the

earliest sketches he made in Paris-Plage, such as *Paris-Plage, Bathing Huts* of 1903 (sold in these rooms, 12 June 2018, lot 101 from the Harrison Collection) painted in the year before Peploe first accompanied Fergusson. The two artists were greatly inspired by the beach at Paris-Plage and made subsequent visits together in 1905 and 1907 when Fergusson painted bathing-huts again in *Grey Day, Paris-Plage* (Kelvingrove Art Gallery, Glasgow). Fergusson's quickly executed oils of this period contain wonderfully free paint application, investing the works with an intense and lively spirit.

This picture was bought in 1966 by Bobby Bevan, son of the early British Modernist artist Robert Polhill Bevan. In 1952, when his mother died, Bobby inherited significant pictures from the large collection of family paintings, as well as other works by his parents' friends in the Camden Town Group and by Paul Gauguin, Paul Cézanne and Henri Gaudier-Brzeska.

⊕ £ 60,000-80,000 € 67,500-90,000



Fergusson and Peploe painting on the beach in Northern France, circa 1904. The Fergusson Gallery, Perth



GEORGE LESLIE HUNTER

1877-1931

Still Life with Roses and Fruit

signed l.r.: *L. Hunter*
oil on canvas
45.5 by 38cm., 18 by 15in.

PROVENANCE

Dr Ronald Alexander Stewart, a gift from the artist, thence by descent;
Christie's, London, 25 June 2015, lot 40;
Richard Green, London, where purchased by the present owners

EXHIBITED

Glasgow, Alex Reid & Lefevre, details untraced

The present lot is a delightful example of George Leslie Hunter's ebullient handling of brilliant colour applied with loose, expressive and loaded brushstrokes. The canvas bursts with the vivid, saturated hues of Hunter's contrasting yet harmonious tonal palette. Hunter masterfully fuses an abstracted sense of space and perspective, redolent of Henri Matisse, a Fauvist gestural handling, and a Cézannesque composition.

Hunter's skill lay in his confident handling of bold colour and he once declared that: *'Everyone must choose his own way, and mine will be the way of colour'* (the artist, quoted in, T. J. Honeyman, *Introducing Leslie Hunter*, London, 1937, p.97). In the present work, Hunter explores the properties, power and potential of colour, forsaking traditional modes of perspective in order to use contrasting colour to model form. Hunter absorbed Matisse's radical new design principles, daring tonal palette and decorative style. Indeed, Hunter's fellow Colourist Samuel John Peploe once commented that, *'Hunter at his best...is as fine as any Matisse'* (S.J. Peploe, quoted in W. Hardie, *Three Scottish Colourists*, exh.cat, 1970, p.12).

The present work was executed in the 1920s, a period which has been pinpointed as a key

developmental stage in the artist's career, *'One can see a bolder and more intense use of colour in the Still Life and landscape paintings of the 1920s'* (T. Hewlett, *The Scottish Colourists Cadell, Fergusson, Hunter, Peploe*, London, p.58). Hunter depicts pink roses in a simple blue vase, set against a Japonist screen with a drinking glass and lemons. The freshly-cut blooms merge into the floral backdrop creating near intangible spatial planes. This juxtaposition was similarly used by Matisse to create an ambiguous and enigmatic sense of space, in works such as *Still Life: Bouquet of Dahlias and White Book* (1923, Baltimore Museum of Art). Through the distinct sense of flatness in the present work, Hunter is also exploring the aesthetics of Japonism, a popular theme amongst leading twentieth century avant-garde artists working in Paris.

Hunter has applied the oils with a sense of vigour, utilising the viscosity of the medium in order to create a highly textured impasto surface. Hunter's impulsive handling is mirrored in his nature: he gifted the present canvas to his doctor, Dr Stewart of Glasgow, freshly finished, while the paint was still 'wet'. The present work is a superlative example of the gaiety of Hunter's tonal palette and reflective of Hunter's magnetic fascination and untiring exploration of colour.

£ 150,000-250,000 € 169,000-282,000

“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.189





27

27

**SIR WILLIAM GEORGE
GILLIES, C.B.E., R.S.A.,
R.A.**

1898-1973

Dahlias

signed l.l.: *W. Gillies*.
oil on canvas
59.5 by 71cm., 23½ by 28in.

PROVENANCE

Aitken Dott & Son, Edinburgh;
Private Collection;
Sotheby's, London, 26 April 2007, lot 124;
Browse & Darby, London, where acquired by
Tim Ellis, January 2008;
Sotheby's, London, *A Way of Life - The Tim Ellis
Collection of Modern British Art*, 19 November
2014, lot 76, where purchased by the present
owner

EXHIBITED

Edinburgh, Aitken Dott & Son, *William George
Gillies*, February 1970, no.7

⊕ £ 12,000-18,000 € 13,500-20,300



28

“What attracted me to poppies was their splendour - the sheer power and delicacy of their colour.”

SIR ROBIN PHILPSON

quoted in V. Keller, *Robin Philipson 1916-1992*, Edinburgh, p.25

28

**SIR ROBIN PHILIPSON,
R.A., P.R.S.A., R.S.W.**

1916-1992

Poppies on a Blue Ground

signed, inscribed, titled and dated on a label attached to the reverse: *ROBIN PHILIPSON PRSA, RA/ 23 CRAWFORD ROAD/ EDINBURGH/ 'POPPIES ON A BLUE GROUND'/ OIL. BOARD 1983.*

oil on board
104 by 182cm., 41 by 71½

PROVENANCE

Lyon & Turnbull, Edinburgh, 28 November 2013, lot 198;
Private Collection

EXHIBITED

Edinburgh College of Art, *Robin Philipson Retrospective*, 1989, no.139

⊕ W £ 30,000-50,000 € 33,800-56,500

**JOAN KATHLEEN
HARDING EARDLEY, R.S.A.**

1921-1963

Mrs Red Wallpaper

signed I.I.: JOAN EARDLEY
oil on canvas
90 by 91cm., 35½ by 35¾in.

PROVENANCE

Christie's, Scotland, 22 November 1989, lot 639;
The Scottish Gallery, Edinburgh, where
purchased by the present owner

EXHIBITED

Edinburgh, Society of Scottish Artists, 1948

LITERATURE

C. Oliver, *Joan Eardley, RSA*, 1988, p.21

The present work, *Mrs Red Wallpaper*, is a striking and monumental early work by Eardley, exhibited at the Society of Scottish Artists in 1948, the year Eardley was elected a professional member. A critic from the *Glasgow Herald* was drawn to Eardley's work in the exhibition, remarking: '*Among the West of Scotland painters Joan Eardley, with two large interiors, hinting at both Gilman and Colquhoun-MacBryde school, is noteworthy... the colour is bold and the drawing is strong and personal.*' (C. Oliver, *Joan Eardley*, 1988, p.21). According to another review, *Mrs Red Wallpaper* was given a prime position in the 1948 exhibition: '*...in the first room an important place rightly goes to Miss Eardley's painting of a strange but wholly convincing interior.*' (F. Pearson, *Joan Eardley*, 2007, p.16).

Eardley's debt to the Post-Impressionists in the present work is clear, notably Paul Gauguin and Vincent Van Gogh, in the use of vivid and saturated colour and the decorative flatness of the composition. Christopher Andreae remarked: '*Artists all carry round with them mental images of their favourite artists... Eardley carried Van Gogh.*' (C. Andreae, *Joan Eardley*, p.37). It is as if Eardley is fusing Van Gogh's *Bedroom in Arles*, (1888, Musée d'Orsay) and *Madame Roulin Rocking the Cradle* (1889, Art Institute of Chicago) in the expressive use of colour, playful articulation of perspective and the weighty and stylised rendering of the female figure. Andreae makes particular reference to Eardley's stylistic confidence, observing: '*The paintings have a richness of colour and pattern, along with a powerfully acute execution, that is quite exceptional in a young painter.*' (F. Pearson, p.16)

In Cordelia Oliver's biography of Eardley, she contextualises the present work: '*the painting was inspired by something seen a year earlier on a visit to Lincoln; the wonderfully cluttered interior of a cottage belonging to one of Joan's "discoveries" – an elderly woman she was*

always to remember as "Mrs Red Wallpaper". As so often, Joan had made a drawing at the time and composed the painting later on in her Glasgow studio.' (C. Oliver, p.21). Eardley had travelled to Lincoln in 1946 at just 25 years old to execute a commission, a mural on the history of costume (the work was not photographed and has since gone missing). While in Lincoln she lodged with the headmistress of Sincil Bank Secondary Modern Girls School, engaging and painting with the schoolgirls and creating studies of the locals.

In the present work, Eardley relishes in her almost anthropological artistic exploration of the seated Lincoln-resident surrounded by her belongings. Eardley has depicted the old woman in a wicker chair, her feet soaking in a bucket of water as she stares ahead with washing hanging from a rack drying in front of her open fireplace. Although formally a genre painting, Eardley articulates the character and interests of the figure through the objects and décor of her home, capturing more of a portrait. Eardley is creating a social record of the scene before her, playfully detailing the idiosyncrasies of the figure's personal possessions: the Japonist print in an oriental frame; the carpet with its William Morris style motifs; the record player; the coffee grinder; and the wall-mounted taxidermy fish. The eclectic mix of objects gives the impression of a cultured and artistic if not rather eccentric household.

The present work is rare in subject matter for Eardley, and offers an outstanding example of her artistic mastery at a relatively early age in her career, which was to last only 15 years before her premature death in 1963. The monumental composition is executed with rich, saturated colours and decorative flatness, exuding the bold confidence of this visionary and progressive painter. *Mrs. Red Wallpaper* further captures Eardley's untiring curiosity and interest in the people around her, and paves the way for her later focus on figurative work, specifically the characters she captured around her studio in the Townhead tenements of Glasgow.

⊕ £ 80,000-120,000 € 90,000-135,000





30

30

**DAME ELIZABETH
VIOLET BLACKADDER,
D.B.E., R.A., R.S.A., R.S.W**

b.1931

Treboul

signed l.r.: *E.V. Blackadder*; further signed and titled on the reverse

oil on canvas

51 by 61cm., 20 by 24in.

PROVENANCE

Purchased directly from the artist by the parents of the present owner in Edinburgh circa 1965

⊕ £ 5,000-7,000 € 5,700-7,900

31

**DAME ELIZABETH
VIOLET BLACKADDER,
D.B.E., R.A., R.S.A., R.S.W**

b.1931

Parisian Street

signed and dated l.r.: *E.V. BLACKADDER 1965*
oil on board

51 by 66cm., 20 by 26in.

PROVENANCE

A gift from the artist and thence by descent; Christie's, South Kensington, *Scottish Art*, 16 April 2008, lot 130, where purchased by the present owners

⊕ £ 10,000-15,000 € 11,300-16,900



31



32

32

**JOAN KATHLEEN
HARDING EARDLEY, R.S.A.**

1921-1963

Tenements, Glasgow

oil on canvas

Painted in 1954.

31 by 25.5cm., 12¼ by 10in.

PROVENANCE

Aitken, Dott & Son, Edinburgh, where purchased by a private collector and thence by descent

EXHIBITED

Edinburgh, Aitken Dott & Son, *Festival Exhibition*, 1964, no.48

⊕ £ 20,000-30,000 € 22,500-33,800

39



33

33

**SIR WILLIAM RUSSELL
FLINT, R.A., P.R.W.S.**

1880-1969

Ambrosine, Model and Critic

signed l.r.: *W.RUSSELL FLINT*-; titled and signed on the backboard: *Ambrosine, Model and Critic/ (Geroanne)/ W.Russell Flint*
watercolour
49 by 66.5cm., 19¼ by 26¼in.

PROVENANCE

Frost & Reed Ltd., London;
W. Russell Button, Chicago;
Private Collection

'The long cast for transport of wine barrels in a beautifully lit bar in the Geroanne (Drome Region) took my fancy and as the farmer and his family were very friendly, I used it as a temporary studio. The blue pigment by me, NOT by the farmer, is genuine ultramarine'

Flint's typed label on the reverse of this picture

‡ ⊕ £ 6,000-8,000 € 6,800-9,000



34

34

**SIR WILLIAM RUSSELL
FLINT, R.A., P.R.W.S.**

1880-1969

**Alexandrine and Josette on the
River Gard, Languedoc**

signed l.l.: *W. RUSSELL FLINT*; titled and
further signed on the reverse; *Alexandrine and
Josette/ W Russell Flint/ (On the River Gard,
Languedoc, S. France)*

watercolour with bodycolour
49.5 by 68cm., 19.5 by 26.75in.

PROVENANCE

M. Newman, London;
Christie's, London, 12 June 1998, lot 165;
Private Collection

‡ ⊕ £ 30,000-50,000 € 33,800-56,500



35

35

**SIR WILLIAM RUSSELL
FLINT, R.A., P.R.W.S.**

1880-1969

Annabel

signed l.r.: *W. RUSSELL FLINT*-

tempera

33 by 61cm., 13 by 24in.

PROVENANCE

Christie's, London, 5 November 1999, lot 122;
Private Collection

⊕ £ 15,000-20,000 € 16,900-22,500



36

36

**SIR WILLIAM RUSSELL
FLINT, R.A., P.R.W.S.**

1880-1969

Diana

signed l.r.: *W. RUSSELL FLINT*; titled and
further signed on the reverse; *Diana/ W Russell
Flint*

tempera

49.5 by 65.5cm., 19½ by 25¾in.

PROVENANCE

Frost & Reed, London;
John Chapman, Santa Barbara;
Christie's, London, 12 June 1998, lot 168;
Private Collection

EXHIBITED

London, Frost & Reed, *William Russell Flint*,
1979, no.10

LITERATURE

A. Palmer, *More than Shadows, A Biography of
W. Russell Flint*, 1943, p.131, illustrated pl.124

‡ ⊕ £ 50,000-70,000 € 56,500-79,000



37

37

JACK VETTRIANO, O.B.E.

b.1951

The Twilight Zone

signed l.r.: VETTRIANO

oil on canvas

61 by 51cm., 24 by 20in.

EXHIBITED

Edinburgh, Royal Scottish Academy, 1995,
no.131 (according to a label on the reverse)

⊕ £ 25,000-35,000 € 28,200-39,400

38

JACK VETTRIANO, O.B.E.

b.1951

Just Another Day

signed l.r.: VETTRIANO

oil on canvas

61 by 76cm., 24 by 30in.

PROVENANCE

Portland Gallery, London, where purchased by
the present owner

EXHIBITED

London, Portland Gallery, June 1996, no.47

⊕ £ 20,000-30,000 € 22,500-33,800



38

39

JACK VETTRIANO, O.B.E.

b.1951

Dressing to Kill

signed l.r.: VETTRIANO

oil on canvas

61 by 51cm., 24 by 20in.

PROVENANCE

Portland Gallery, London, where purchased by
the present owner

EXHIBITED

London, Portland Gallery, June 1996, no.27

⊕ £ 50,000-70,000 € 56,500-79,000





40

40

PETER HOWSON, O.B.E.

b.1958

O Miracle!

oil on canvas
Painted in 1995.
152.5 by 122cm., 60 by 48in.

PROVENANCE

Flower's East, London, where purchased by the present owner

EXHIBITED

London, Flower's East, *The Rake's Progress and Other Paintings*, 1996

LITERATURE

R. Heller, *Peter Howson*, London, 2003, illustrated in colour, p.115

The present work is the fourth in a series of monumental paintings based on Stravinsky's opera *The Rake's Progress*, which itself was based on William Hogarth's series of paintings and engravings detailing a man's downward journey ending in imprisonment in Bedlam. The Rake series were exhibited at Flower's East in 1996.

‡ ⊕ W £ 8,000-12,000 € 9,000-13,500

STEPHEN CONROY

b.1964

Head Study

titled, signed and dated on the reverse: *Head Study/ Stephen Conroy/ 1987*

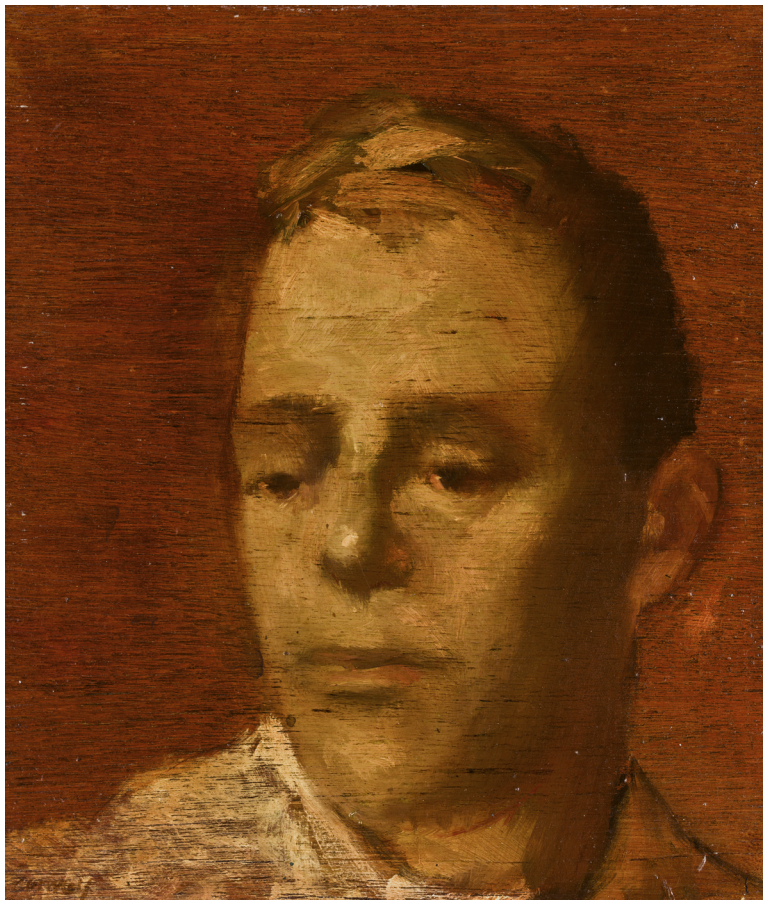
oil on canvas

30.5 by 26.5cm., 12 by 10½in.

PROVENANCE

Marlborough Fine Art, London;
Galerie de Bellefeuille, Québec;
Private Collection, Canada

⊕ ⊕ £ 4,000-6,000 € 4,500-6,800



41

JOCK MACINNES, R.G.I.

b.1943

Inside Outside

signed with incised initials I.c. and numbered
XIII I.r.

mixed media on board

103 by 123cm., 40½ by 48½in.

PROVENANCE

Purchased from the artist by the present
owners, February 1998

⊕ ⊕ £ 1,000-1,500 € 1,150-1,700



42



43

43

**BARBARA RAE, C.B.E.,
R.A., R.S.A.**

b.1943

Castares

signed l.l.: *Rae*

oil, metallic paint with collage on canvas
193 by 147cm., 76 by 58in.

PROVENANCE

The Richmond Hill Gallery, London;
Private Collection

⊕ W £ 4,000-6,000 € 4,500-6,800

44

JOHN BELLANY, R.A.

1942-2013

The Owl

oil on canvas

Painted in 1968.

78 by 61cm., 30½ by 24in.

PROVENANCE

Beaux Arts, London;
Private Collection

EXHIBITED

London, Beaux Arts, *John Bellany*, March 2000

⊕ £ 4,000-6,000 € 4,500-6,800



44

45

JOHN BELLANY, R.A.

1942-2013

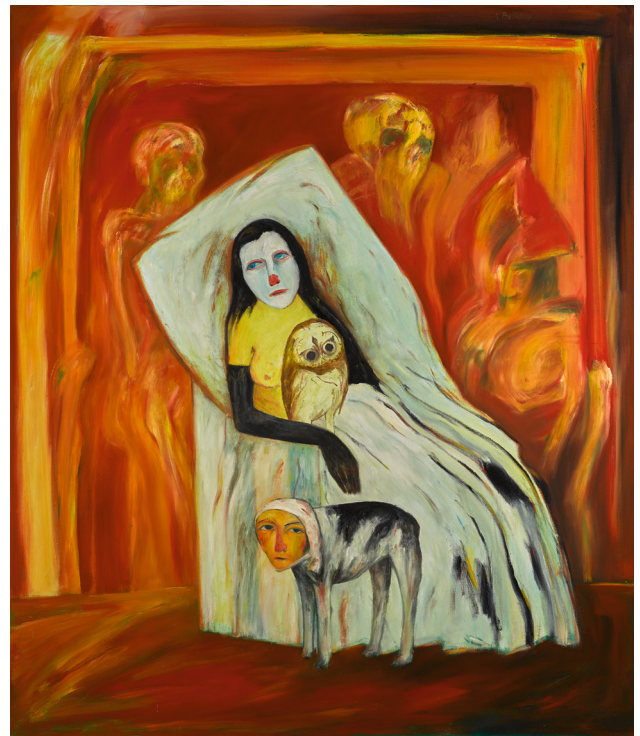
Woman with Owl

signed u.r.: *J. Bellany*; further signed and titled
on the reverse: *John Bellany/ Woman with owl*
oil on canvas
162.5 by 141cm., 64 by 55½in.

PROVENANCE

Christie's, London, 9 June 1989, lot 434;
Private Collection

⊕ W £ 6,000-8,000 € 6,800-9,000



45

46

JOHN BELLANY, R.A.

1942-2013

Masks

signed on the reverse: *John Bellany*
oil on canvas
120 by 84cm., 47 by 33in.

⊕ £ 4,000-6,000 € 4,500-6,800



46

Sotheby's EST. 1744

SIR JOHN LAVERY
Armistice Day, November 11th 1918.
Grosvenor Place, London
Estimate £200,000–300,000

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*Rumbold Vertical Two: Reds with Purple and
Orange: March 1970*
Estimate £120,000–180,000

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Free Spirit
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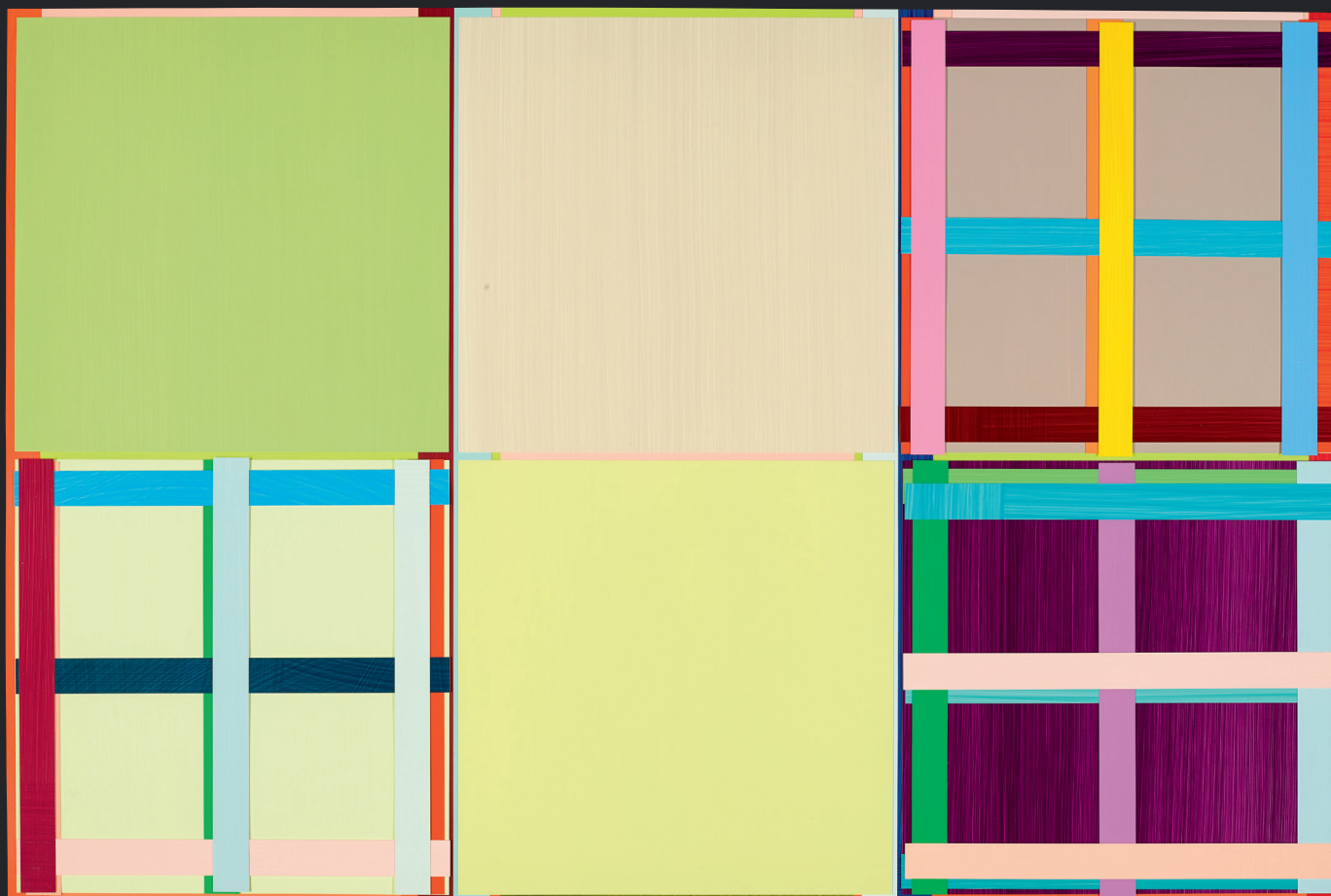
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London III, 2009-10
Estimate £8,000–12,000



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*An extensive coastal landscape with
fishermen landing and selling their catch,
the sacrifice of Jonah offshore*
Estimate £1,800,000–2,500,000



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Absentee/Telephone Bidding Form

Sale Number L18135 | **Sale Title** SCOTTISH ART | **Sale Date** 20 NOVEMBER 2018

Please see the important information regarding absentee bidding on the reverse of this form. Forms should be completed in ink and emailed, mailed or faxed to the Bid Department at the details below.

SOTHEBY'S ACCOUNT NUMBER (IF KNOWN)

TITLE FIRST NAME LAST NAME

COMPANY NAME

ADDRESS

POSTAL CODE COUNTRY

DAYTIME PHONE MOBILE PHONE FAX

EMAIL

Please indicate how you would like to receive your invoices: Email Post/Mail

Telephone number during the sale (telephone bids only)

Please write clearly and place your bids as early as possible, as in the event of identical bids, the earliest bid received will take precedence. Bids should be submitted in pounds sterling and all bid requests should be submitted at least 24 hrs before the auction. Telephone bids are offered for lots with a minimum low estimate of £3,000.

LOT NUMBER	LOT DESCRIPTION	MAXIMUM STERLING PRICE OR ✓ FOR PHONE BID (EXCLUDING PREMIUM AND TAX)
		£
		£
		£
		£
		£
		£
		£
		£
		£
		£

We will send you a shipping quotation for this and future purchases unless you select one of the check boxes below. Please provide the name and address for shipment of your purchases, if different from above.

NAME AND ADDRESS

POSTAL CODE COUNTRY

- I will collect in person 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

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 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 £200,000; 20% on any amount in excess of £200,000 up to and including £3,000,000; and 12.9% on any remaining amount in excess of £3,000,000. 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. Bidders using the BIDnow service are subject to the Additional Terms and Conditions for Live Online Bidding via BIDnow, which can be viewed at sothebys.com, as well as the Conditions of Business applicable to the sale.

Consecutive and Responsive Bidding

The auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller, up to the amount of the reserve, by placing consecutive or responsive bids for a lot. Please refer to Condition 6 of the Conditions of Business for 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. From time to time, Sotheby's may enter into irrevocable bid agreements that cover multiple lots. In such instances, the compensation Sotheby's will pay the irrevocable bidder is allocated to the lots for which the irrevocable bidder is not the successful purchaser. Under such circumstances, the total compensation to the irrevocable bidder will not exceed the total buyer's premium and other amounts paid to Sotheby's in respect of any lots for which the irrevocable bidder is not the successful bidder. 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 re-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 α SYMBOL

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

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

4. PROPERTY SOLD WITH A ‡ 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 Repayments Unit
PO Box 34, Foyle House
Duncreggan Road, Londonderry
Northern Ireland, BT48 7AE
Tel: +44 (0)2871 305100
Fax: +44 (0)2871 305101
enq.oru.ni@hmrc.gsi.gov.uk

7. SALES AND USE TAXES

Buyers should note that local sales taxes or use taxes may become payable upon import of items following purchase (for example, use tax may be due when purchased items are imported into certain states in the US). Buyers should obtain their own advice in this regard.

In the event that Sotheby's ships items for a purchaser in this sale to a destination within a US state in which Sotheby's is

registered to collect sales tax, Sotheby's is obliged to collect and remit the respective state's sales / use tax in effect on the total purchase price (including hammer price, buyer's premium, shipping costs and 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 / use tax will not be charged. Clients who wish to provide resale or exemption documentation for their purchases should contact Post Sale Services.

Clients who wish to have their purchased lots shipped to the US by Sotheby's 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.

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 Economic 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.

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.

ADDITIONAL TERMS AND CONDITIONS FOR LIVE ONLINE BIDDING VIA BIDNOW

The following terms and conditions (the "Online Terms") provide important information related to live online bidding via BIDnow, eBay, Invaluable, and any other Online Platform through which bidding is made available ("Online Platforms").

These Online Terms are in addition to and subject to the same law and our standard Conditions of Business for Sellers, Conditions of Business for Buyers, the authenticity guarantee and any other terms that are applicable to the relevant sale (together "Conditions of Business"), and are not intended in any way to replace them. By participating in this sale via any Online Platform, you acknowledge that you are bound by the Conditions of Business applicable in the relevant sale and by these additional Conditions.

1. The procedure for placing bids via any Online Platform is a one-step process; as soon as the "Bid Now" button is clicked, a bid is submitted. By placing a bid via any Online Platform, you accept and agree that bids submitted in this way are final and that you will not under any circumstances be permitted to amend or retract your bid. If a successful bid is sent to Sotheby's from your computer, phone, tablet, or any other device, you irrevocably agree to pay the full purchase price, including buyer's premium and all applicable taxes and other applicable charges.

2. If you have the leading bid, it will be indicated on the screen with the statement "Bid with you" (on BIDnow) or "You're the highest bidder" (on eBay) or "Bid with you" (on Invaluable). If a bid is placed online simultaneously with a bid placed by a bidder in the room or on the telephone (a "floor" bid), the "floor" bid generally will take precedence; the auctioneer will have the final discretion to determine the successful bidder or to reopen bidding. The auctioneer's decision is final.

3. The next bidding increment is shown on the screen for your convenience. The auctioneer has discretion to vary bidding increments for bidders in the auction room and on the telephones, but bidders using Online Platforms may not be able to place a bid in an amount other than a whole bidding increment. All bidding for this sale will be in the domestic currency of the sale location, and online bidders will not be able to see the currency conversion board that may be displayed in the auction room.

4. The record of sale kept by Sotheby's will be taken as absolute and final in all disputes. In the event of a discrepancy between any online records or messages provided to you and the record of sale kept by Sotheby's, the record of sale will govern.

5. Online bidders are responsible for making themselves aware of all sale

room notices and announcements. All sale room notices will be read by the auctioneer at the beginning, where appropriate, or during the sale prior to a relevant lot being offered for sale. Sotheby's recommends that online bidders log on at least ten minutes before the scheduled start of the auction to ensure that you have heard all announcements made by the auctioneer at the beginning of the sale.

6. Sotheby's reserves the right to refuse or revoke permission to bid via Online Platforms and to remove bidding privileges during a sale.

7. Purchase information shown in the "Account Activity" section of BIDnow, the "Purchase History" section of the "My eBay" page on eBay, and the "Account Activity" section of the "My Invaluable" page is provided for your convenience only. Successful bidders will be notified and invoiced after the sale. In the event of any discrepancy between the online purchase information and the invoice sent to you by Sotheby's following the respective sale, the invoice prevails. Terms and conditions for payment and collection of property remain the same regardless of how the winning bid was submitted.

8. Sotheby's offers online bidding as a convenience to our clients. Sotheby's will not be responsible for any errors or failures to execute bids placed via Online Platforms, including, without limitation, errors or failures caused by (i) a loss of connection to the internet or to the BIDnow, eBay, Invaluable or other Online Platform software by either Sotheby's or the client; (ii) a breakdown or problem with the BIDnow, eBay, Invaluable or other Online Platform software; or (iii) a breakdown or problem with a client's internet connection, mobile network or computer. Sotheby's is not responsible for any failure to execute an online bid or for any errors or omissions in connection therewith.

9. Live online bidding via all Online Platforms will be recorded.

10. In the event of any conflict between these Online Terms and Sotheby's Conditions of Business and Terms of Guarantee, Sotheby's Conditions of Business and Terms of Guarantee will control.

11. In the event of any conflict between these Online Terms and any term in any agreement between the User and eBay, these Online Terms will control for purposes of all Sotheby's auctions.

12. In the event of any conflict between these Online Terms and any term in any agreement between the User and Invaluable, these Online Terms will control for purposes of all Sotheby's auctions.

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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

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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

As a guide to potential buyers, estimates for this sale are also shown in Euros. 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 = €1.11

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

During the sale Sotheby's may provide a screen to show currency conversions as bidding progresses. This is intended for guidance only and all bidding will

be in Pounds Sterling. Sotheby's is not responsible for any error or omissions in the operation of the currency converter.

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

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

LIABILITY FOR LOSS OR DAMAGE FOR PURCHASED LOTS

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

COLLECTION OF LOTS MARKED 'W'

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

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

Please see the Buying at Auction guide for further information.

SAFETY AT SOTHEBY'S

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

Some items can be large and/or heavy and can be dangerous if mishandled. Should you wish to view or inspect any items more closely please ask for assistance from a member of Sotheby's staff to ensure your safety and the safety of the property on view.

Some items on view may be labelled "PLEASE DO NOT TOUCH". Should you wish to view these items you must ask for assistance from a member of Sotheby's staff who will be pleased to assist you. Thank you for your co-operation.



In recognition of the high standards of business administration and our compliance with all required customs protocols and procedures, Sotheby's UK

has been awarded the European Union Authorised Economic Operator status by Her Majesty's Revenue and Customs.



Sotheby's UK is committed to improving its sustainability, conserving resources and reducing the environmental impact of its various operations. A copy of Sotheby's Environmental Policy is available on request. Main Enquiries: +44 (0)20 7293 5000.

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