

# THE SOUTH AFRICAN SALE

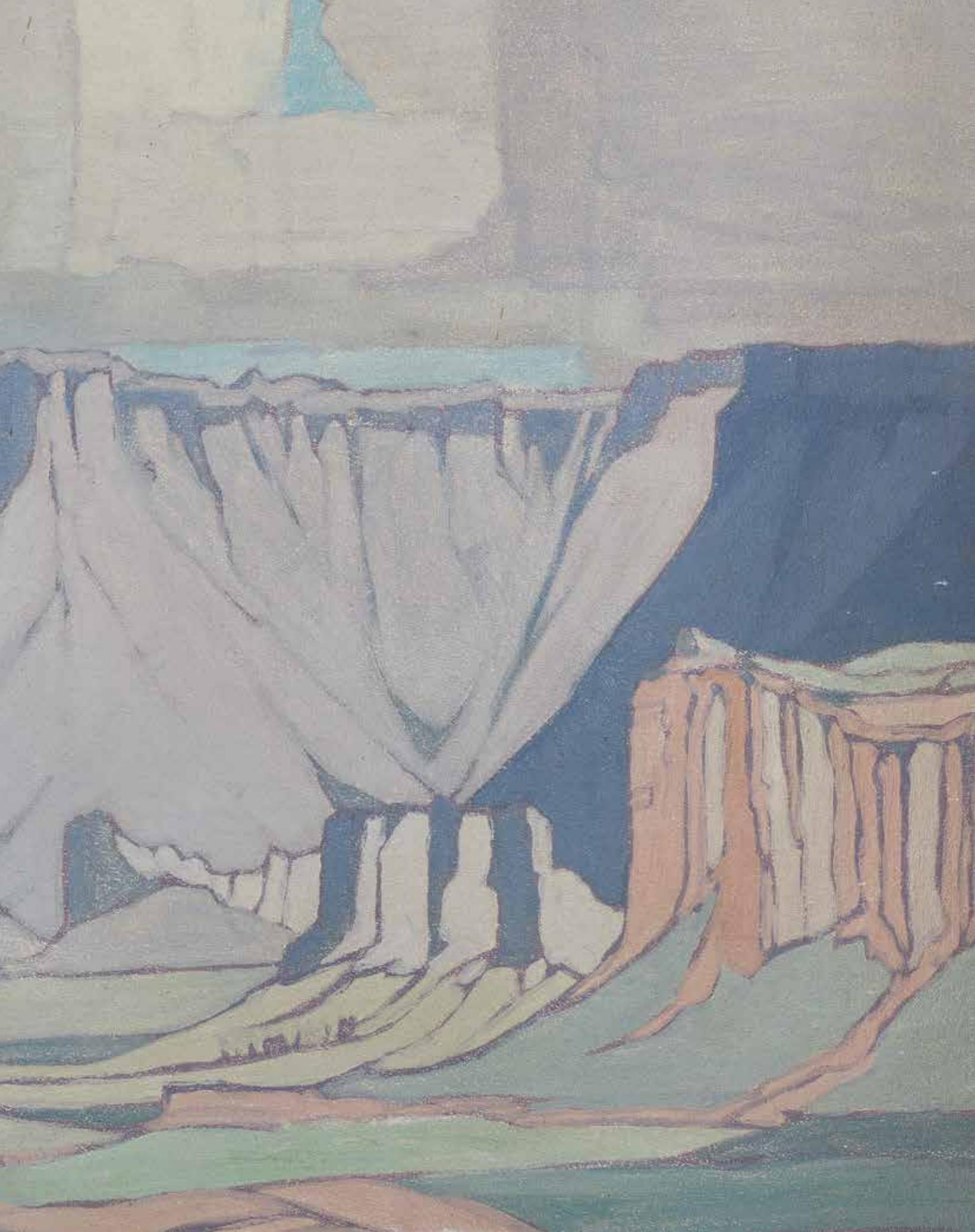
Wednesday 22 March 2017



# Bonhams

LONDON







# THE SOUTH AFRICAN SALE

Wednesday 22 March 2017 at 2pm  
New Bond Street, London

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## SALE NUMBER

23872

## CATALOGUE

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Eliza Sawyer  
+44 (0) 20 7468 5881  
[sapictures@bonhams.com](mailto:sapictures@bonhams.com)

Helene Cockman  
+44 (0) 20 7468 8213

South Africa  
Penny Culverwell  
+27 71 342 2670  
[penny.culverwell@bonhams.com](mailto:penny.culverwell@bonhams.com)

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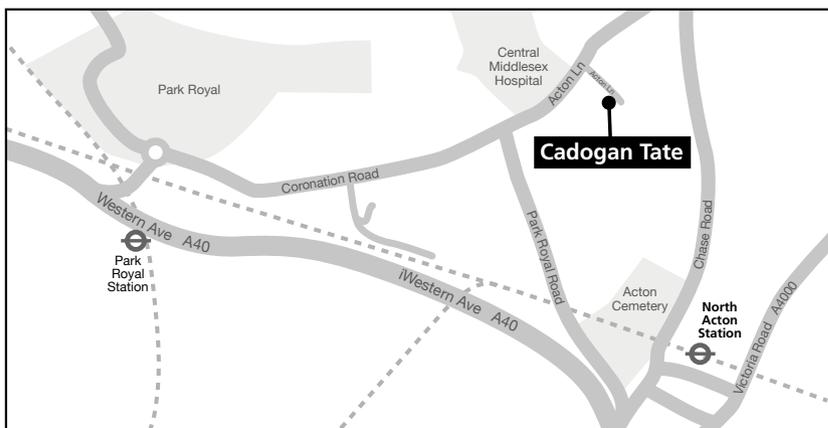
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# SOUTH AFRICAN ART AT BONHAMS



**Giles Peppiatt**  
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**Eliza Sawyer**  
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**Helene Cockman**  
Junior Cataloguer



**Penny Culverwell**  
Representative, South Africa

This year is set to be a milestone in the world of South African art. The British Museum opened *South Africa: the Art of a Nation* at the end of 2016, an exhibition that celebrated the country's cultural heritage and raised its profile on an international stage. This was followed by a highly successful Cape Town Art Fair in February. September will see the opening of the long awaited Zeitz Museum of Contemporary Art Africa (MOCAA). It is against this backdrop of unprecedented exposure, that the Bonhams South African Sale will celebrate its ten-year anniversary.

As in previous years, the auction this March includes works of the highest quality from the doyens of South African art, Irma Stern, J.H. Pierneef, Gerard Sekoto and George Pemba. It will also feature a much wider selection of artists from the younger generation of artists, with works by William Kentridge, Karel Nel, Lionel Smit, and Norman Catherine. We are particularly delighted to be offering a collection of installation pieces by the Capetonian artist, Willie Bester.

Lots 43 to 55 were displayed at the Art Gallery of Windsor in 2007 as part of the exhibition *Apartheid Laboratory*. The installations explore the legacy of apartheid on the nation. Created in the years following the first democratic election in 1994, the works communicate that the institutionalization of racial inequality cannot be undone overnight. Until the systems of apartheid are thoroughly investigated and abolished, social divisions will continue to perpetuate. Privately owned since their creation, this is the first time the collection has been offered at auction. For Willie Bester aficionados, the sale is a rare opportunity to obtain installations of this scale and significance.

We would like to take this opportunity to extend a heart-felt thank you to all those individuals and institutions who continue to support and encourage our auctions. We hope you will enjoy the contents of this catalogue, and appreciate the diversity and quality that South African artists, past and present, have to offer. We look forward to your participation in the auction, whether online, by telephone, or in person at our London gallery.

1

**JOHN WILSON CARMICHAEL (BRITISH, 1799-1868)**

A 'Squadron of the Red' of the Royal Navy wallowing in heavy seas in Table Bay, the flagship making a signal and the frigate nearest inshore signalling her reply.

signed and dated 'Carmichael/ 1843' (lower right)

oil on board

44 x 59cm (17 5/16 x 23 1/4in).

**£15,000 - 20,000**

**US\$19,000 - 25,000**

**€17,000 - 23,000**

**Provenance**

Private collection.

The son of a shipwright, John Wilson Carmichael had early exposure to life at sea. As an adolescent, he spent three years on board a vessel sailing between ports in Spain and Portugal. Following his return, he was apprenticed to a shipbuilding firm. However, on completing his apprenticeship he renounced this career to pursue his artistic ambitions. He established a workshop with the landscape painter, Thomas Richardson Snr.

Over the course of the following decade, Carmichael became one of Northumbria's most respected marine artists. In the 1840s, two of his paintings were exhibited at the Royal Academy of Arts in London.

The current lot was executed in 1843, when the artist was at the height of his powers. The painting depicts a British naval squadron performing manoeuvres off Table Bay. The mountainous coastline can be seen in the distance. Dark clouds are beginning to gather over the scene. The flags flown by the three-masted ship are most likely naval code, a message from the flagship telling the squadron to 'scatter/ shorten sail/run for the open sea' ahead of the approaching storm. Table Bay was a notorious place to be stuck in during an onshore gale, and was the site of numerous wrecks.



2

**ANTON VAN WOUW (SOUTH AFRICAN, 1862-1945)**

The Mealipap Eater, circa 1907

signed 'A.VAN WOUW./S.A. Joh-burg'; inscribed 'G. Nisini fuse/Roma'

bronze on marble base

16.5 x 23 x 27cm (6 1/2 x 9 1/16 x 10 5/8in) including base.

£25,000 - 35,000

US\$31,000 - 43,000

€29,000 - 41,000

**Provenance**

Acquired by a private collector in the 1970s.

Widely acknowledged as the father of South African sculpture, Anton Van Wouw conceived of the current lot in 1907. *The Mealipap Eater* depicts a Shangaan man, a tribe who lived in southern Mozambique and in the Northern Transvaal or Limpopo province of South Africa. The name Shangaan was derived from the Zulu warrior Soshangane; the tribe had once been rulers of the Gaza Empire.

Van Wouw shows his subject eating mealiepap from a traditional three-legged pot. The model is the same the artist used for another work from 1907, entitled *Shangaan*.

Although his subject matter was inspired by his life and travels in Africa, Van Wouw cast his sculptures in Italy where he could be assured of a higher quality of casting and attention to detail. The current lot bears the mark of the Nisi foundry in Rome.

The high quality of this cast brings to life the artist's delicate modeling on the face, hands and feet of the figure. Italian casts executed during Van Wouw's lifetime were traditionally mounted on a separate marble base, as seen in the present example. Later posthumous castings include an integral bronze base and the right hand of the boy holding a stick above the pot, rather than scraping food from it.







3\*  
**FRANS DAVID OERDER**  
**(SOUTH AFRICAN, 1867-1944)**  
Figures at work  
signed 'Frans Oerder' (lower right)  
oil on canvas  
36 x 45cm (14 3/16 x 17 11/16in).

£3,000 - 5,000  
US\$3,700 - 6,200  
€3,500 - 5,800



4\*  
**WOLF KIBEL (POLISH, 1903-1938)**  
Nude after a bath  
oil on canvas board  
11.5 x 11.5cm (4 1/2 x 4 1/2in).

£3,000 - 5,000  
US\$3,700 - 6,200  
€3,500 - 5,800



5

**BERTHA AMY EVERARD (SOUTH AFRICAN, 1873-1965)**

Trees, England

signed 'B. EVERARD' (lower left); inscribed 'Property of Andrea Leigh/ signed Leonora Everard Haden 2008' and bears Everard Read exhibition label (verso)

oil on canvas laid to board

38 x 45.5cm (14 15/16 x 17 15/16in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800

**Provenance**

Collection of Leonora Everard Haden.

Private collection, UK.

**Exhibited**

Johannesburg, Everard Read Gallery, *Then and Now*, 2006, cat. no. 38.

6\*

**JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)**

Joels Drift, Basutoland (Golden Gate)

signed and dated 'J.H.Pierneef. 46.' (lower left); inscribed 'Joels Drift, Basutoland (Golden Gate)' (verso)

oil on board

45 x 60cm (17 11/16 x 23 5/8in).

**£30,000 - 50,000**

**US\$37,000 - 62,000**

**€35,000 - 58,000**

**Provenance**

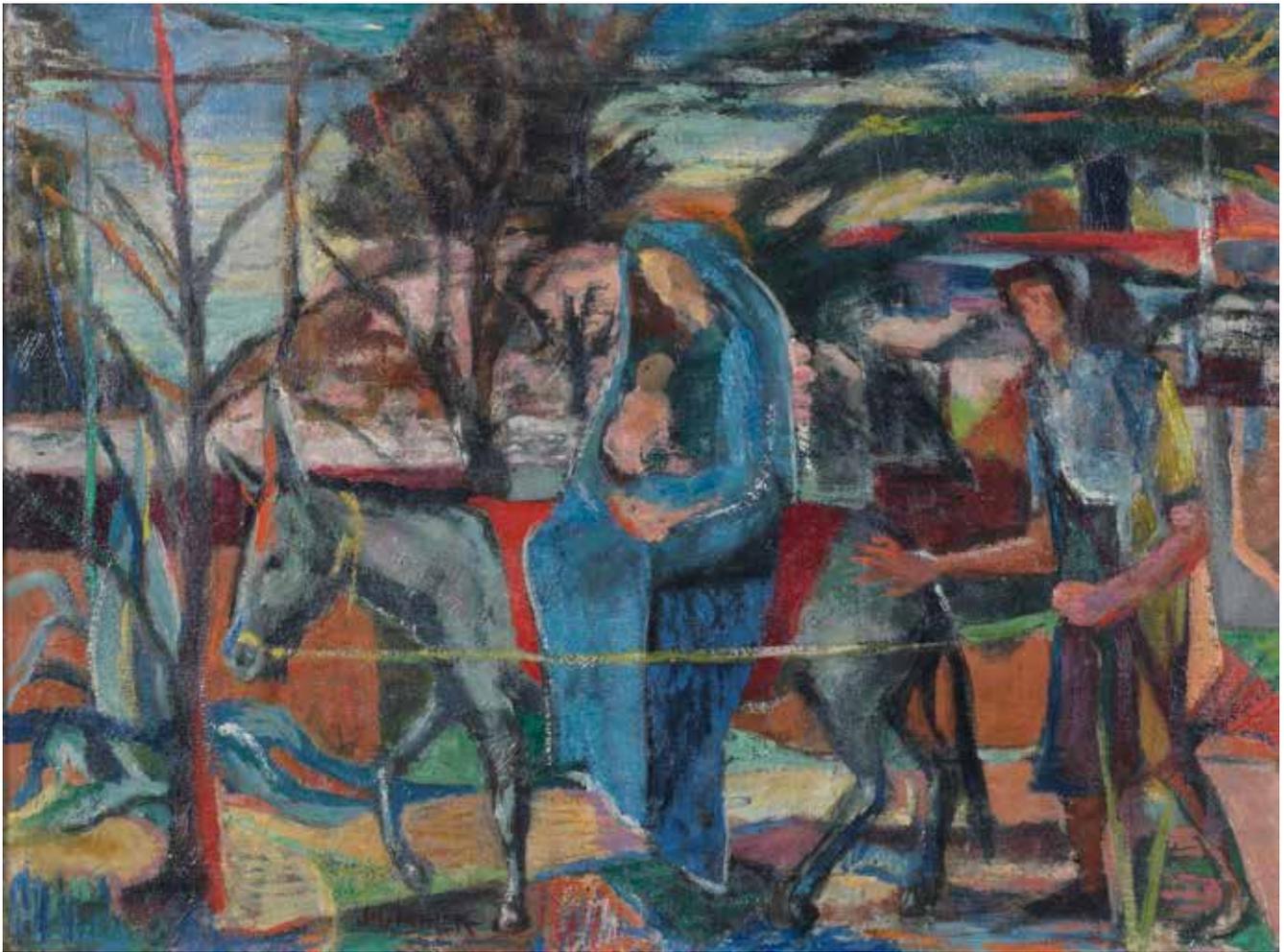
The collection of Roma Belle Verhoef, Johannesburg.

Bequeathed to Louis Gardner Lane, USA, in 2009.

By descent to the current owner, USA, in 2014.

The present lot most likely depicts Brandwag Buttress, a great rock formation located in the Golden Gate Highlands, near the Lesotho border. The region is named after the golden and ochre sandstone cliffs that line the valley, and is notable for the San rock paintings that adorn a number of the caves. The scenic beauty and geological interest of the site led to it being awarded national park status in 1963.





7

**MAUD FRANCES EYSTON SUMNER (SOUTH AFRICAN,  
1902-1985)**

Flight into Egypt

signed 'SUMNER' (lower centre); bears Pieter Wenning Gallery label  
(verso)

oil on canvas

31 x 41cm (12 3/16 x 16 1/8in).

£7,000 - 10,000

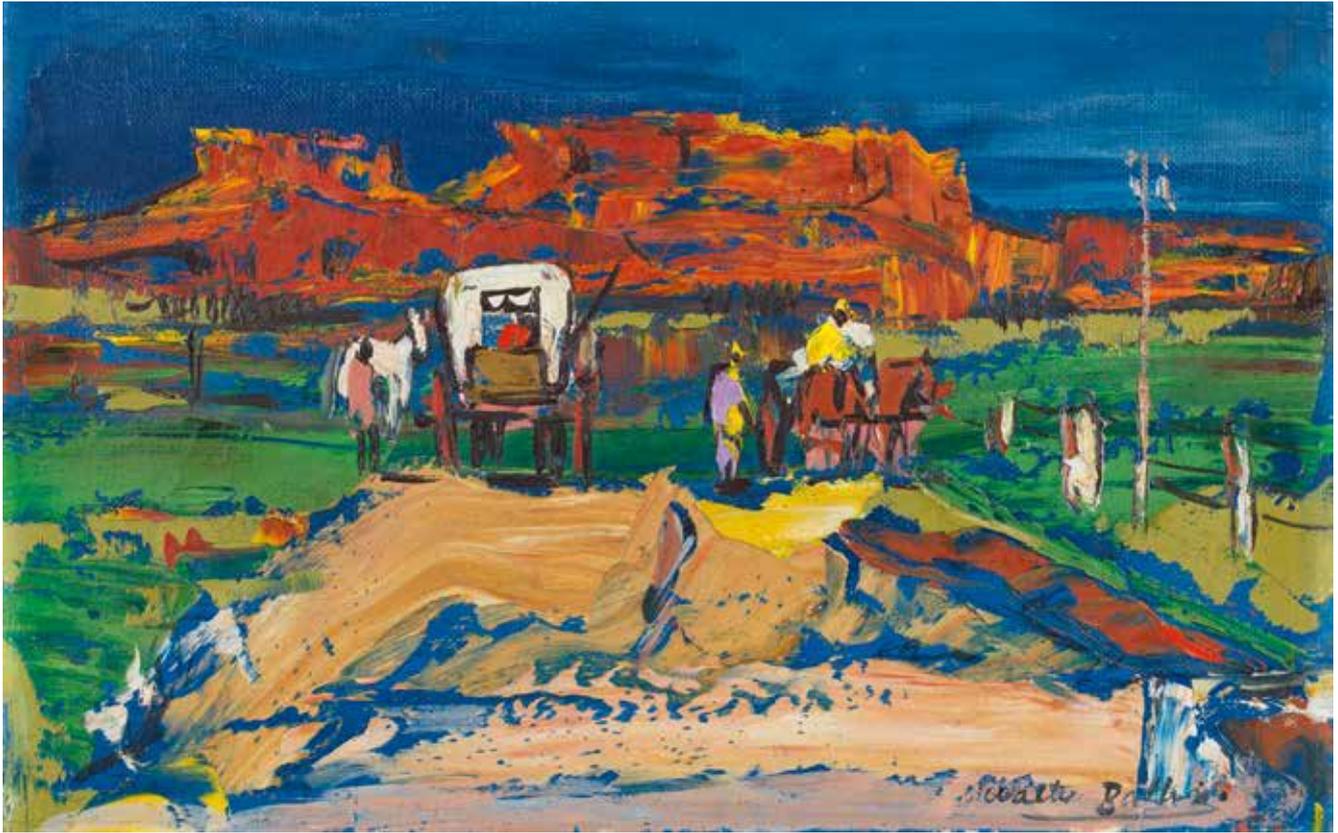
US\$8,700 - 12,000

€8,200 - 12,000

**Provenance**

Purchased at Everard Read Gallery, Johannesburg, 1975-76.

Private collection, UK.



8

**WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)**

African horse cart  
signed 'Walter Battiss' (lower right)  
oil on canvas  
26 x 40cm (10 1/4 x 15 3/4in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,200 - 12,000

**Provenance**

Private collection, UK.



9\*

**MAURICE VAN ESSCHE (SOUTH AFRICAN, 1906-1977)**

Trois Femmes Africaines, circa 1950

signed 'van essche' (lower left)

oil on board

63.5 x 56cm (25 x 22 1/16in).

£8,000 - 12,000

US\$9,900 - 15,000

€9,300 - 14,000

10

**GREGOIRE JOHANNES BOONZAIER  
(SOUTH AFRICAN, 1909-2005)**

District Six

signed and dated 'Gregoire/ 1971' (lower left); inscribed 'Verlate straatjie/ Distrik Ses, Kaapstad/ Gregoire Boonzaier' (verso)

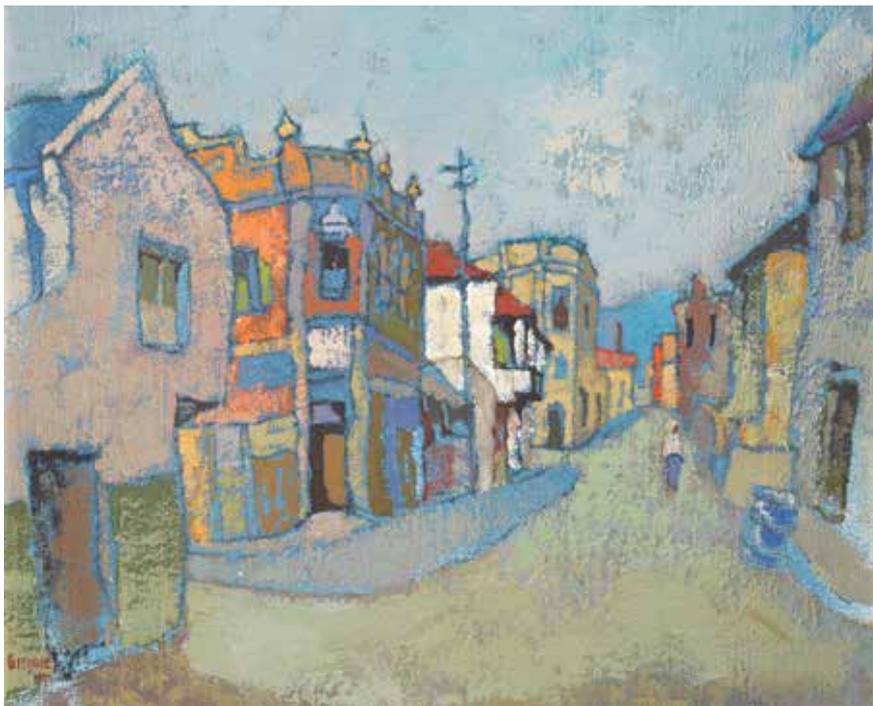
oil on canvas

41 x 51cm (16 1/8 x 20 1/16in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800



11\*

**GREGOIRE JOHANNES BOONZAIER  
(SOUTH AFRICAN, 1909-2005)**

Settlement

signed 'Gregoire/ 1940' (lower right)

oil on canvas board

30 x 40cm (11 13/16 x 15 3/4in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800



12

**JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)**

Malutis, Basutoland  
signed 'J.H.Pierneef' (lower right)  
oil on board  
54 x 66.5cm (21 1/4 x 26 3/16in).

**£40,000 - 60,000**

**US\$50,000 - 75,000**

**€47,000 - 70,000**

Pierneef depicted the Malutis mountains numerous times over the course of his career. The current lot is a preliminary painting for his most celebrated series, the twenty-eight panels commissioned for the interior of the Johannesburg Station between 1929 and 1932. The panels are widely regarded as the pinnacle of Pierneef's career. They were unveiled in 1932 to much acclaim, and secured the artist's reputation as South Africa's foremost landscape painter. A contemporary described the importance of the panels:

"(Pierneef) is teaching us to see, understand and to appreciate the rolling miles of veld with the blue mountains in the distance, the strange almost fantastic trees that dot the landscape of our own land" (T. Roos).

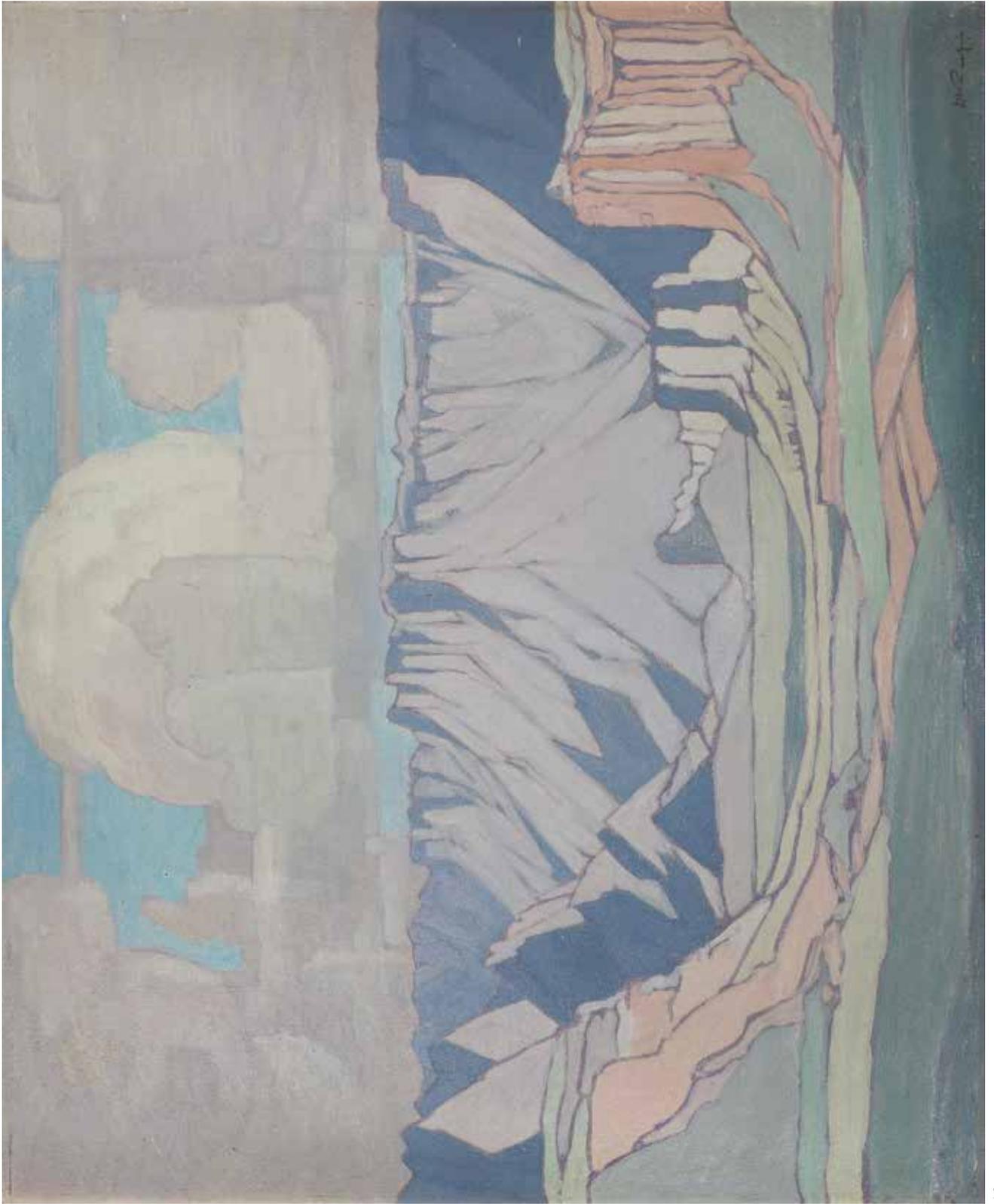
The muted pastel colours and light effects lend this rendition of the Malutis a spiritual quality; the mountains are majestic, timeless, ethereal. He had a deep affinity with the natural world, and firmly believed that by celebrating natural beauty, he could awaken a greater cultural appreciation in the South African people.

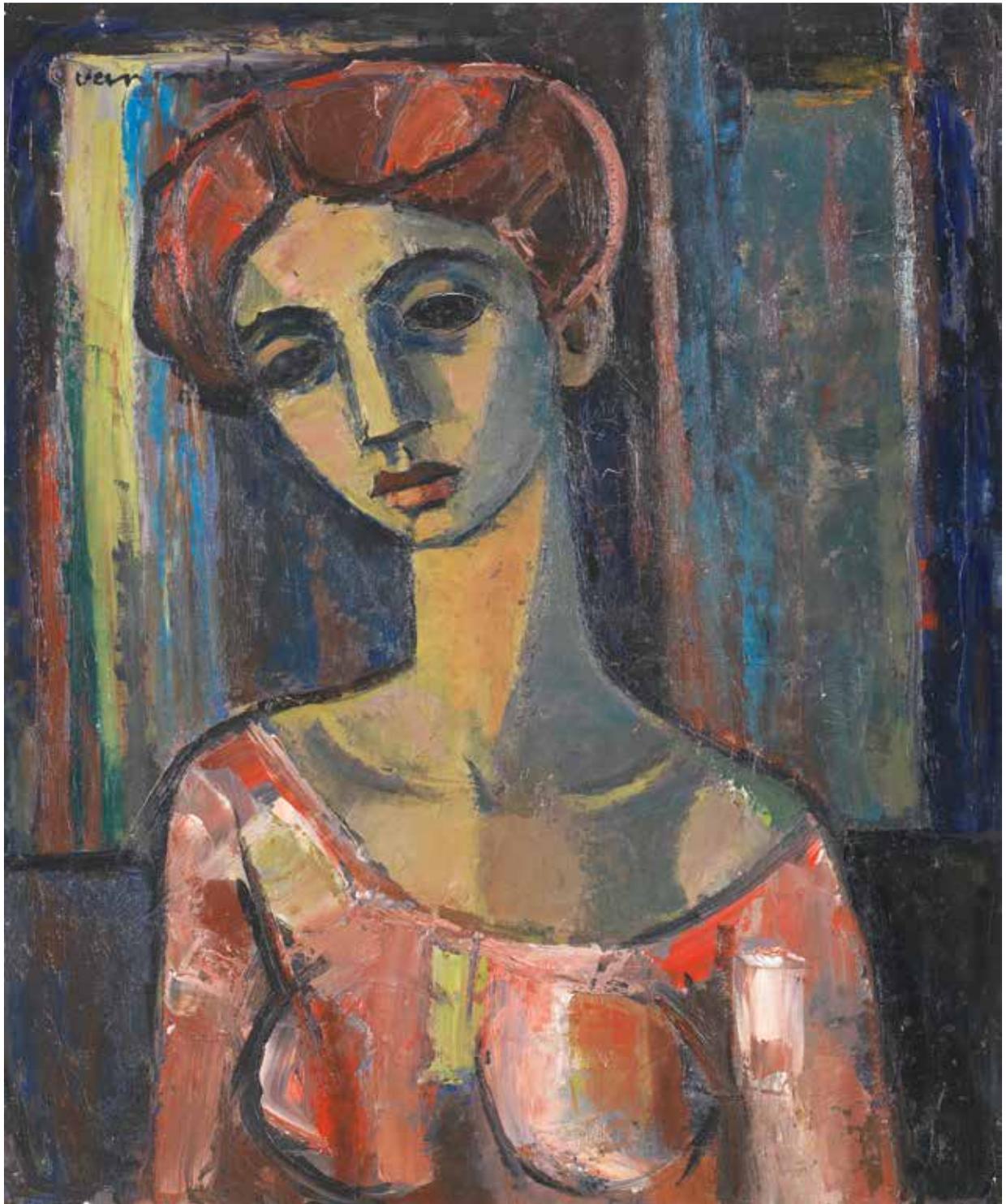
It was primarily for this reason that Pierneef was selected to paint the Station panels. The brief of the commission stated that the landscapes depicted must have natural beauty as well as historical significance.

The composition of the current lot reveals a fundamental aspect of Pierneef's art: his love of order and tranquility. The vertical lines of the mountain face are balanced by the horizontal cloud formation. The central cloud is flanked by two billowing formations that provide the work with a natural frame. The view's eye is drawn to the lilac-coloured mountains at the centre through the artist's use of diagonal lines.

**Bibliography**

N.J. Coetzee, *JH Pierneef: The Station Panels*, Rupert Museum exhibition catalogue, (Stellenbosch, 2010), pp.17-27.  
W. van Rensburg ed., *A space for landscape: the work of JH Pierneef*, Standard Bank exhibition catalogue, (Johannesburg, 2015).  
P.G. Nel, *J.H. Pierneef: His Life and work*, (Cape Town, 1990), pp.84-85.





13  
**MAURICE CHARLES LOUIS VAN ESSCHE (SOUTH AFRICAN,  
1906-1977)**

Portrait of a girl  
signed 'van essche' (upper left)  
oil on composition board  
58 x 48cm (22 13/16 x 18 7/8in).

£5,000 - 8,000  
US\$6,200 - 9,900  
€5,800 - 9,300



14\*

**MAUD FRANCES EYSTON SUMNER (SOUTH AFRICAN, 1902-1985)**

Wooded landscape  
signed 'SUMNER' (lower right)  
oil on canvas  
64.5 x 53.5cm (25 3/8 x 21 1/16in).

£7,000 - 10,000  
US\$8,700 - 12,000  
€8,200 - 12,000



15

**ANTON VAN WOUW (SOUTH AFRICAN, 1862-1945)**

The hammer worker  
signed and dated 'AvanWouw / 1911 Joh.burg' (lower right of base);  
inscribed 'FONDERIA G. NISINI ROMA.' (front bottom edge)  
bronze  
60 x 67 x 23cm (24 x 26 3/8 x 9 1/16in).

£80,000 - 120,000

US\$99,000 - 150,000

€93,000 - 140,000

**Provenance**

Purchased by a private collector in the 1950s, UK.  
By direct descent to the current owner, UK.

*The Hammer Worker* is one of Anton van Wouw's most recognizable sculptures. It depicts an African miner sitting beneath an overhanging rock ledge, working away at the hard surface with hammer and chisel. His labours echo those of the sculptor himself.

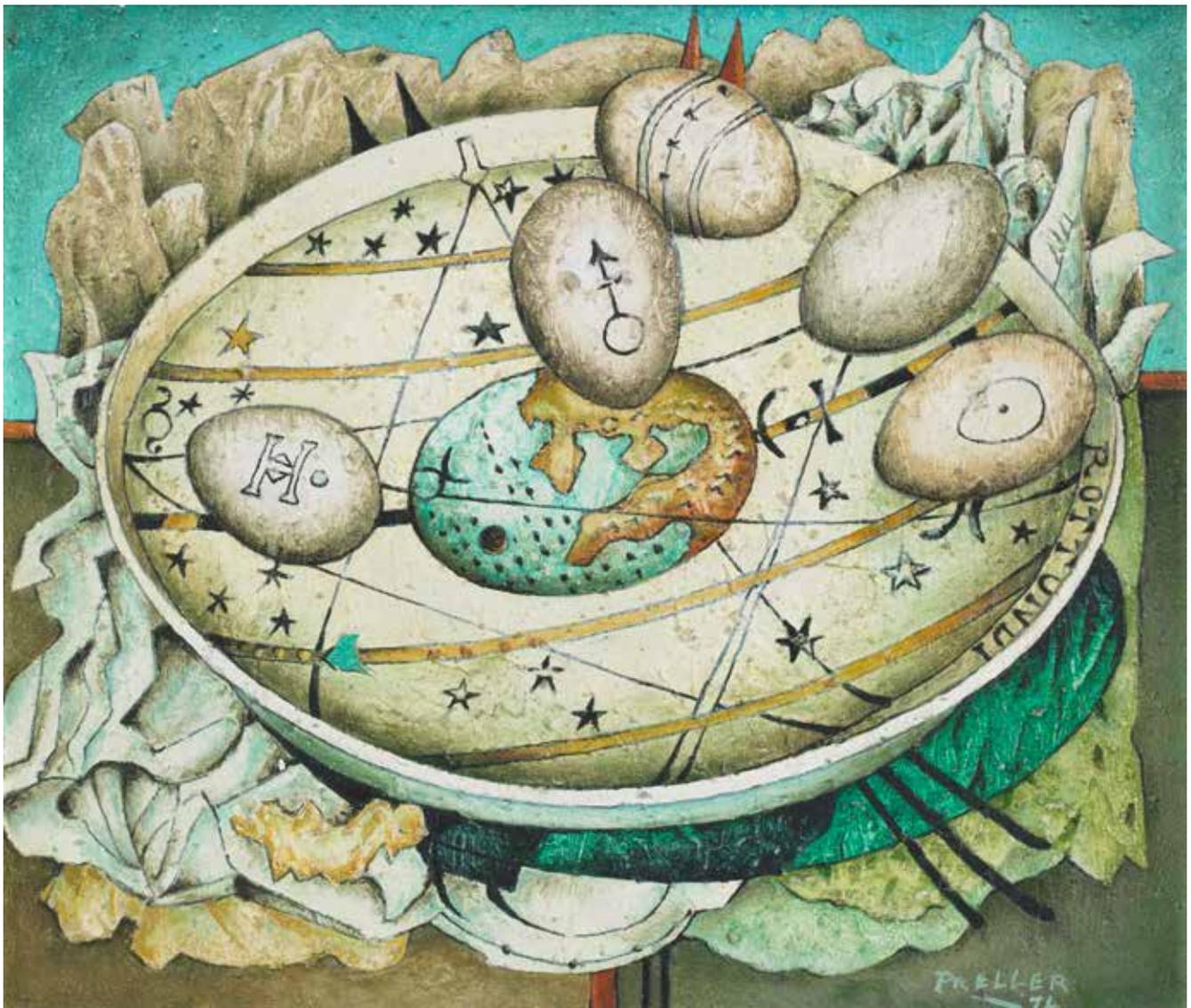
There are two versions of *The Hammer Worker*: the current full size cast (60cm high), and a smaller cast (13cm high). It has been said that the smaller version was created because of the subject's great appeal and high demand:

"[the larger version's] price has always, even during the artist's lifetime, been exceptionally high."

**Bibliography**

A.E. Duffey, *Anton van Wouw: The Smaller Works*, (Pretoria, 2008), p.89.





16

**ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975)**

Rottondi  
signed and dated 'PRELLER/-74' (lower right)  
oil on board  
30 x 36cm (11 13/16 x 14 3/16in).

£15,000 - 20,000  
US\$19,000 - 25,000  
€17,000 - 23,000

**Provenance**

Purchased from Goodman Gallery, Johannesburg, 1974.  
Private collection, UK.

17

**CHRISTI TRUTER (SOUTH AFRICAN, BORN 1916)**

Reclining nude  
signed and dated 'CHRISTI TRUTER '47' (lower right)  
oil on board  
30.5 x 40cm (12 x 15 3/4in).  
(unframed)

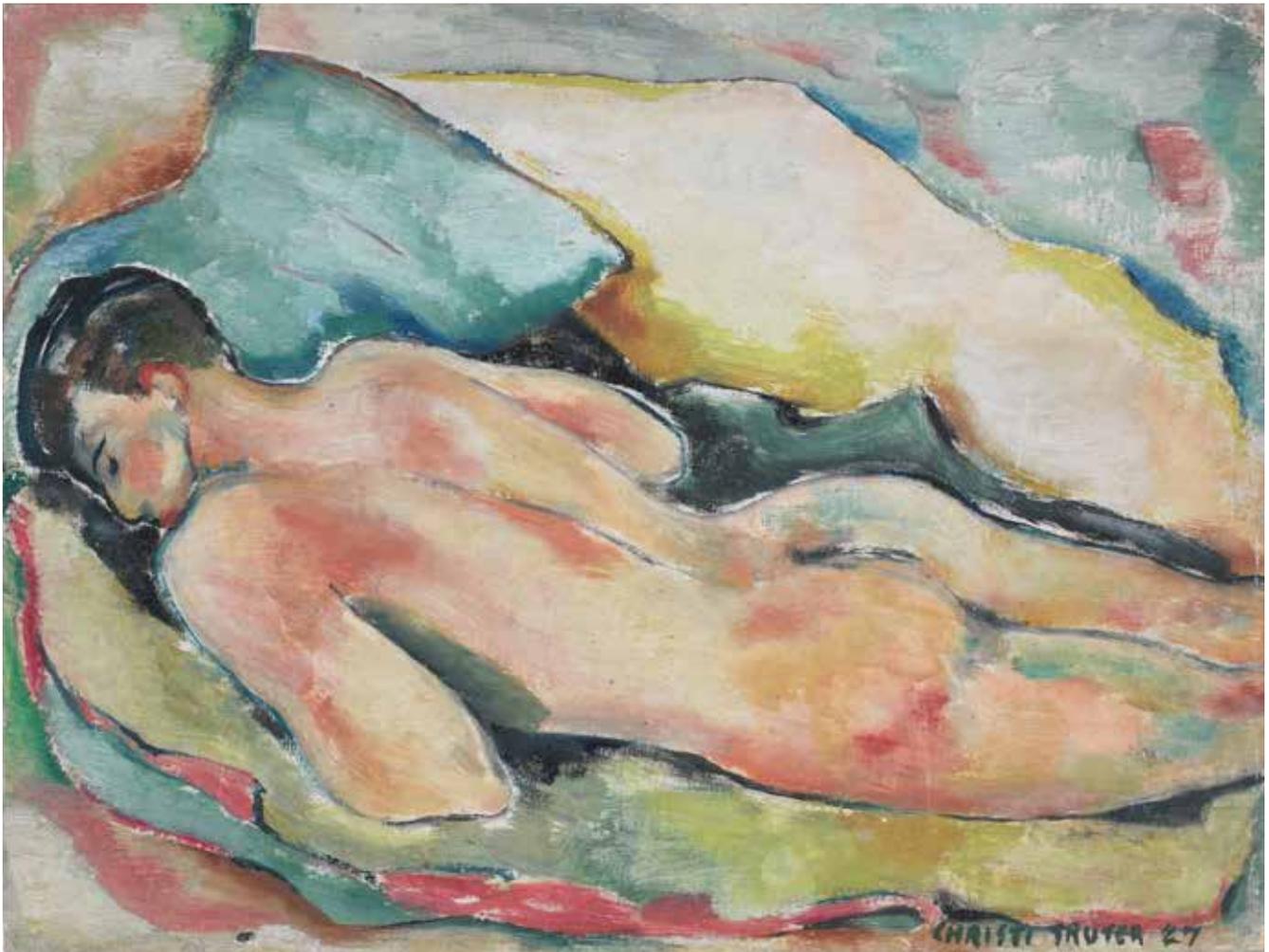
£3,000 - 5,000  
US\$3,700 - 6,200  
€3,500 - 5,800

**Provenance**

Private collection, UK.

Christiaan ('Christi') Truter met acclaimed South African painter, Alexis Preller at a Christmas Eve party in 1935. Truter was then an aspiring ballet dancer studying at the Nina Bodenham School of Dancing. Preller was instantly attracted to the handsome 19 year old, and the two soon became intimate.

Truter and Preller moved to Paris in 1936 where they rented a studio together. The Montparnasse district was renowned as a hotbed of artistic talent, and the two men were inspired by the works on display in neighbouring galleries.



17

Over the course of their 11 year relationship, Truter modelled for Preller on a number of occasions. However, he was not merely a muse. In a letter to Truter dated June 1937, Preller acknowledged that an oil painting depicting their studio was a collaborative effort:

“This morning I finished the studio picture. - I looked closely to see that everything here was ‘said’ and then signed it - ‘Truter-Preller’. Not our first picture, Poke, but the first one to merit our combined names - and more than correct that it should be a picture of our home.” (10 June 1937)

It was during this period that Truter began to talk seriously about switching his attention from dancing to visual art. In August 1937, the pair returned to Pretoria. Seeking new sources of inspiration, they set out on a road trip to the Eastern Transvaal, the car loaded with canvas, stretchers and paint. On arriving in Swaziland, they spent three weeks sketching and painting together. In 1938, Truter was offered a job as a student-teacher at the Children’s Art centre established by Nora McCulloch.

The present sketch depicts a nude lying face down. The painting bears a striking similarity to two works executed by Preller in 1944, titled *Sleeping Nude* and *Fleurs du Mal* (illustrated in *Africa, the Sun and Shadows* p.71). It is likely that Truter borrowed the nude’s pose for his own sketch.

By 1945, Truter had become a well-known figure in the South African art scene. Whilst Preller was serving in the army during WWII, Truter had stepped in to assist Maggie Laubser with the hanging of her exhibition in Pretoria. The display was such a success, he was encouraged to open his own gallery, Christi’s, in 1946. The inaugural show represented respected artists such as Pierneef, Laubser, Sumner, Battiss and Sekoto, as well as Preller.

Dated 1947, this sketch of nude was executed in the same year that Christi’s was to hold a solo exhibition of Preller’s work. However, the relationship between the two men had started to break down. The separation was painful and protracted. It is possible to view the sketch, with it’s obvious debt to Preller’s earlier works, as a signpost of Truter’s nostalgia for a happier period in their lives together.

**Bibliography**

E.Berman & K.Nel, ed. *Alexis Preller: Africa, the Sun and Shadows*, (Saxonwold, 2009), pp.25, 36, 40, 71, 106.



18

18\*

**GEORGE MILWA MNYALUZA PEMBA (SOUTH AFRICAN, 1912-2001)**

Campfire

signed and dated 'M PEMBA / 78' (centre right)

oil on board

49.5 x 59.5cm (19 1/2 x 23 7/16in).

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

19

**GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)**

Senegalese Ladies

signed and dated 'GSEKOTO/ 47' (lower right); bears Upper

Grosvenor Galleries label (verso)

oil on canvas

100 x 80cm (39 3/8 x 31 1/2in).

£30,000 - 40,000

US\$37,000 - 50,000

€35,000 - 47,000

**Provenance**

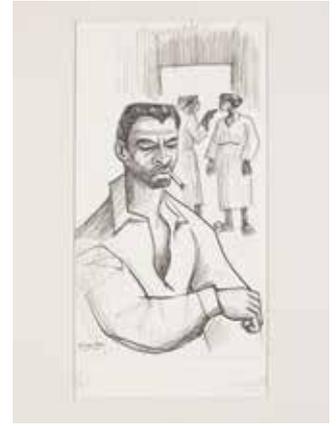
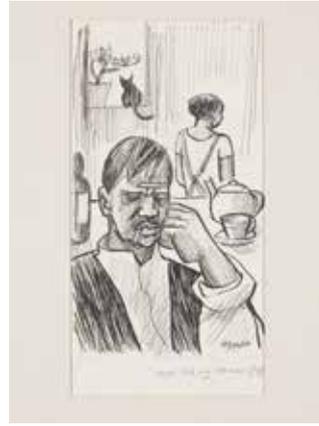
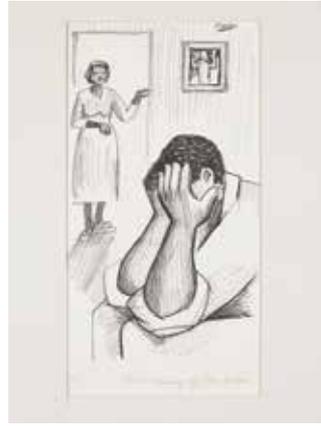
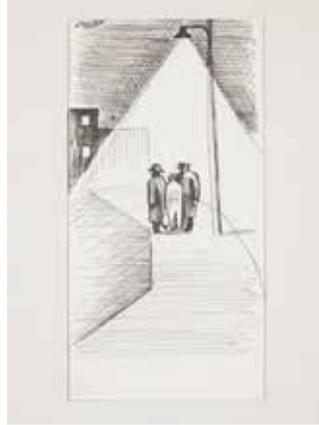
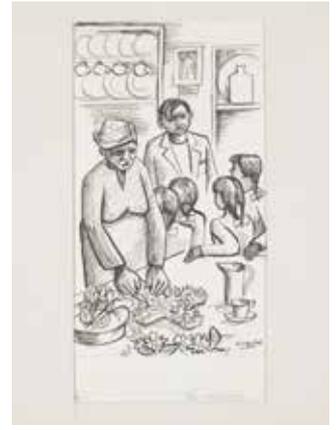
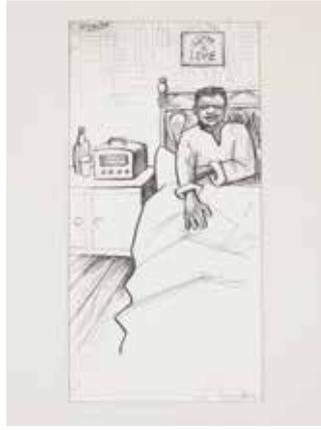
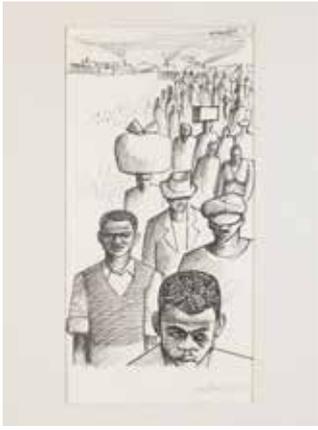
Collection of Mr Paul Koston.

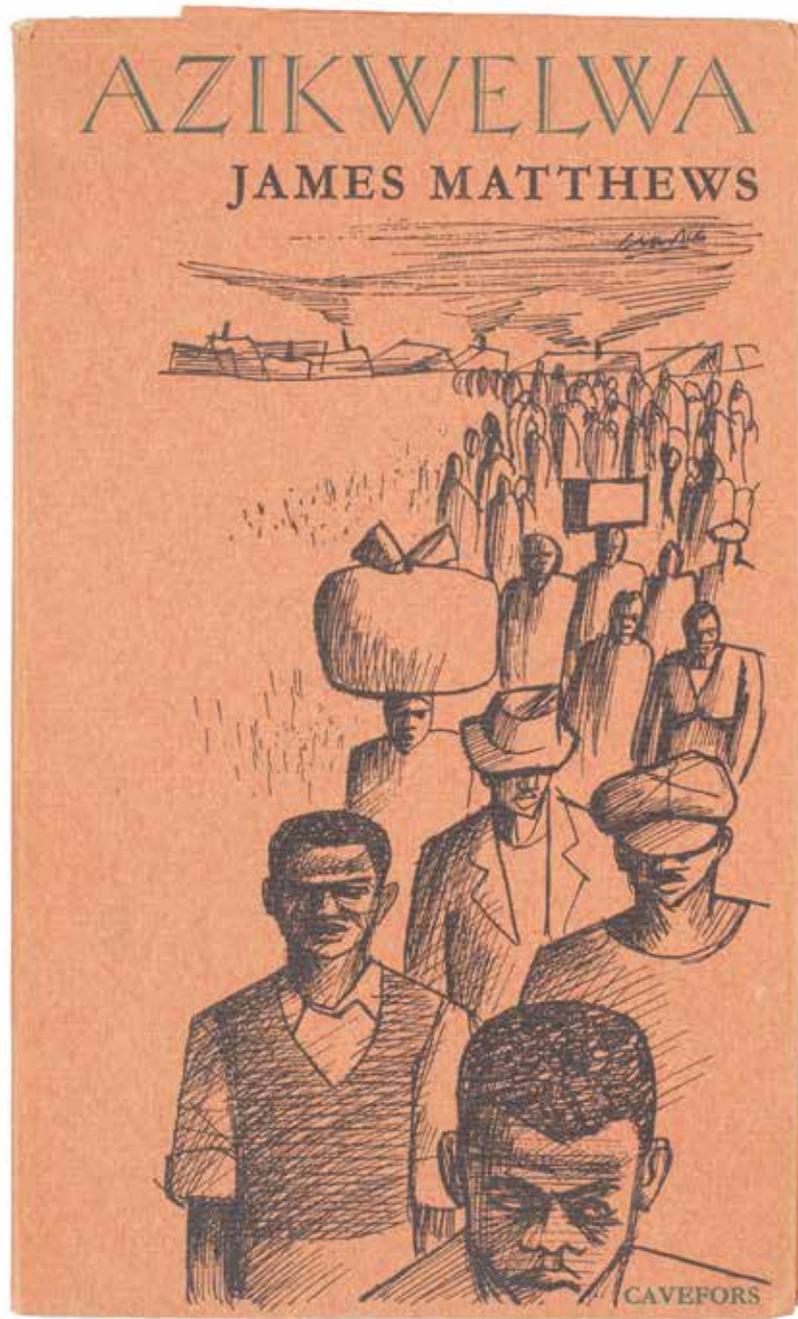
Private collection, UK.

This painting originally belonged to the left-wing writer and theorist, Paul Koston. Koston left South Africa in 1925 to serve in the US Merchant Marine. When he returned to Cape Town in 1930, he joined the Socialist movement. An active member of the Lenin Club and then the Workers Party of South Africa, he was soon made Secretary of the Independent Labour Party. On top of his political career he also owned and ran Modern Books, the main outlet for Marxist texts in Cape Town.

The artist Gerard Sekoto was a personal acquaintance of Koston, and painted his portrait in 1978.







20

**PETER CLARKE (SOUTH AFRICAN, 1929-2014)**

Fifteen original pen and ink drawings for "Azikwelwa" and a copy of the book (published 1962):

1. Azikwelwa
2. The portable radio
3. Whites only
4. The mistake
5. Arrested on suspicion
6. The party
7. Incident
8. Death of Jammie
9. The park
10. The homecoming of Mr Brown

11. What did my old man fight for?

12. Conflict

14. The awakening

15. Forgive us our...

16. The crucifixion

all signed 'Clarke'; all numbered and titled in pencil (lower right)

pen and ink

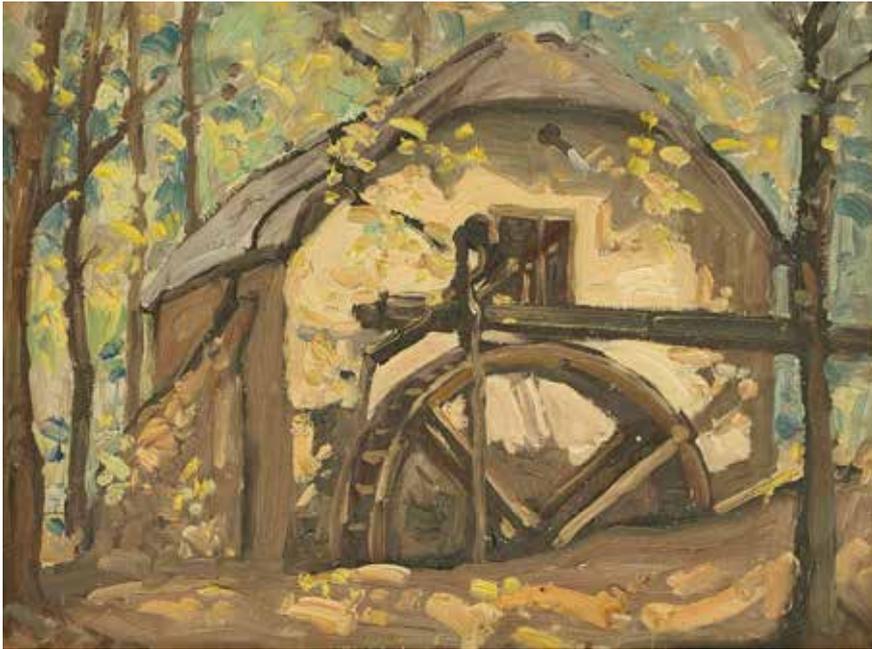
each 18 x 10cm (7 1/16 x 3 15/16in).

(16)

£10,000 - 15,000

US\$12,000 - 19,000

€12,000 - 17,000



21\*

**JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)**

Water wheel at Twee Jonge Gezellen, Tulbagh  
oil on board

29 x 39cm (11 7/16 x 15 3/8in).

£5,000 - 8,000

US\$6,200 - 9,900

€5,800 - 9,300

**Provenance**

Professor Martin du Toit, University of Pretoria,  
circa 1920s.

Thence by descent to current owner.

Twee Jonge Gezellen is among the oldest farms in the Western Cape and was one of fourteen farms granted to colonists after 1700 by the governor of the Cape, Willem van der Stel. The name means 'Two Young Bachelors'. It is still an active and renowned wine estate.



22\*

**TERENCE JOHN MCCAW (SOUTH AFRICAN, 1913-1978)**

Beach scene, Muizenberg  
signed and dated 'Terence McCaw/ 43' (lower right)

oil on canvas laid to board

41 x 50.5cm (16 1/8 x 19 7/8in).

£3,000 - 5,000

US\$3,700 - 6,200

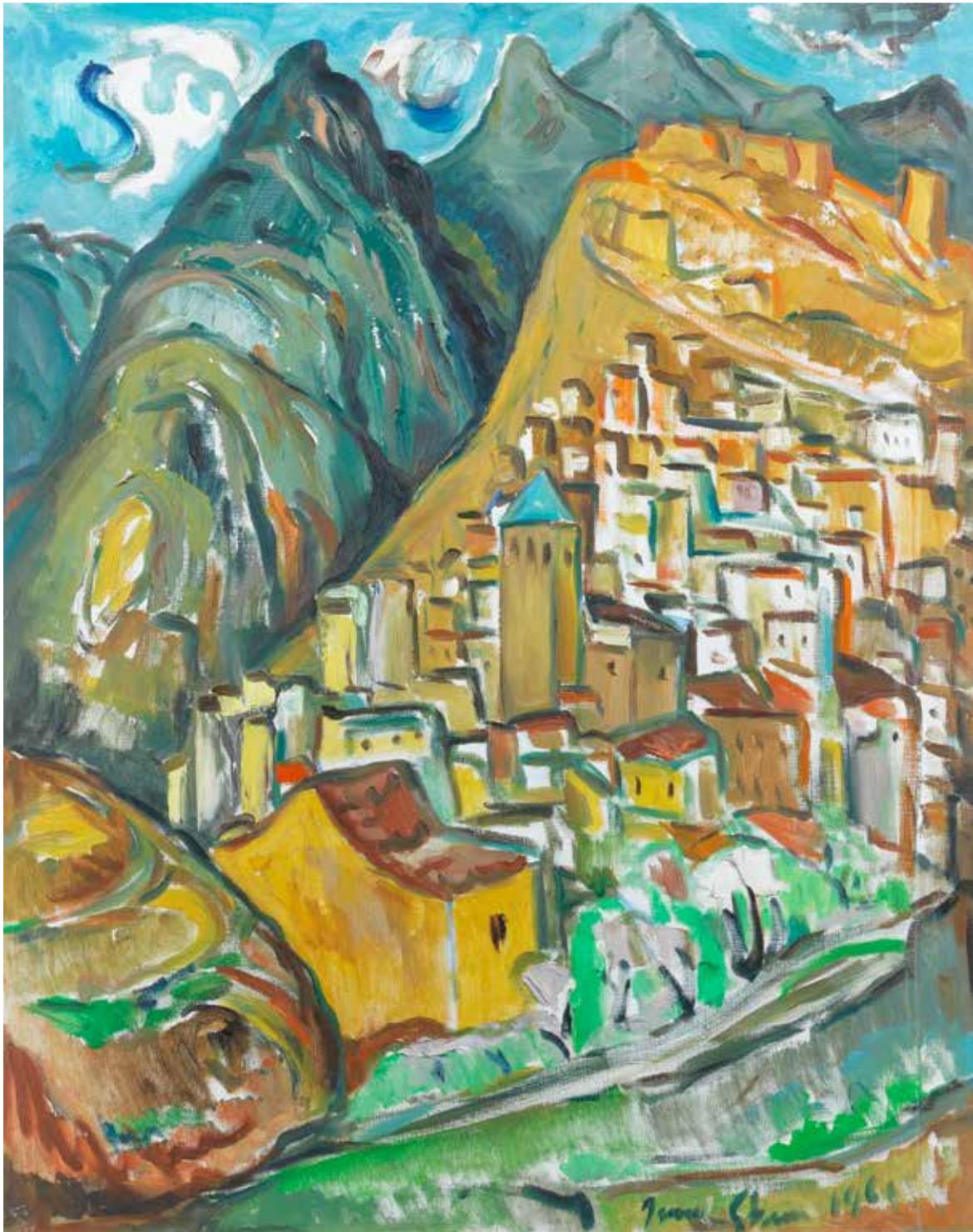
€3,500 - 5,800

**Provenance**

Purchased by private collection in South Africa, 1950s.

By descent to current owner, USA.

The painting depicts the beach area in the famous town of Muizenberg. The area was distinguished by its Art Deco architecture, and in its day was host to the most fashionable people from South Africa and Europe.



23\*

**IRMA STERN (SOUTH AFRICAN, 1894-1966)**

A Spanish Town

signed and dated 'Irma Stern 1961' (lower right)

oil on canvas

92 x 73cm (36 1/4 x 28 3/4in).

£50,000 - 80,000

US\$62,000 - 99,000

€58,000 - 93,000



24

**VLADIMIR GRIEGOROVICH TRETCHIKOFF  
(SOUTH AFRICAN, 1913-2006)**

Still life with chrysanthemums  
signed 'TRETCHIKOFF' (lower left)  
oil on canvas

122 x 59cm (48 1/16 x 23 1/4in).

£10,000 - 15,000

US\$12,000 - 19,000

€12,000 - 17,000

**Provenance**

Purchased directly from the artist by Mr and  
Mrs W. Clarke, Edinburgh, 1973.  
Thence by descent to the current owner.

**Exhibited**

Edinburgh, Patrick Thomson's Ltd. *An  
exhibition of paintings by Vladimir Tretchikoff,*  
1973.



25\*

**ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975)**

Mango Aquarius  
 signed and dated 'PRELLER '70' (lower right)  
 oil on canvas  
 41 x 53.5cm (16 1/8 x 21 1/16in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,200 - 12,000

**Provenance**

Private collection, USA.

Mangoes are a recurring motif in the work of Alexis Preller. He first began to explore the theme in the 1940s with works such as *Mangoes on the Beach* (1948). In this and later renditions, the artist elevates the humble fruit to a “household god”. For Preller, the mango was symbolic of his yearning for a pre-industrial age, an Edenic paradise. Having served in the Second World War, he had witnessed the destructive potential of modern technology. When he visited the Seychelles in 1948, he was struck by its unspoiled natural beauty. The lush vegetation, exotic fruits, white beaches and blue sea enthralled him, and would provoke a proliferation of artworks.

Preller returned to the mango motif again and again, honing his technical mastery. In the words of art historian, Merwe Scholtz, he pursues the subject “with the persistence of a dream inevitably recurring, groping towards yet another shape, one richer, clearer, more comprehensive than its previous manifestation”.

Executed in 1970, *Mango Aquarius* is one of the artist’s last depictions. Rendered in rich, jewel-tone hues, the painting revisits the romantic vision and exotic appeal of Preller’s earlier Seychelles works. However, in this work the mango has been elevated to cosmological significance. The reference to Aquarius demonstrates how Preller in his later years began to fuse Greek mythology, Mapogga culture, and hieratic symbols to create his own personal mythology. A similar work, *Hieratic Mango* (1970) was included in the 1972 Alexis Preller Retrospective at the Pretoria Art Museum (cat. 166).

**Bibliography**

Berman & Nel, *Alexis Preller: Africa, the Sun and Shadows*, (Johannesburg, 2009).



26

**JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)**

Enkeldoorn

signed and dated 'J.H.Pierneef.43' (lower left)

oil on canvas

41 x 56cm (16 1/8 x 22 1/16in).

£30,000 - 40,000

US\$37,000 - 50,000

€35,000 - 47,000

27

**GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)**

Senegalese women  
signed and dated 'G Sekoto / 72' (lower left); bears inscription 'Coll. Prof. Danie Joubert/ Volks Auctioneers PTA 1997/ Gerard Sekoto - Senegalese Women' (verso)  
watercolour on paper  
34.5 x 24.5cm (13 9/16 x 9 5/8in).

£5,000 - 8,000  
US\$6,200 - 9,900  
€5,800 - 9,300

**Provenance**

Collection of Professor D. Joubert, Vice-Chancellor and Principal of the University of Pretoria (1982-1991).  
Purchased at Volks Auctioneers, Pretoria, 1987.  
Private collection, Canada.



28

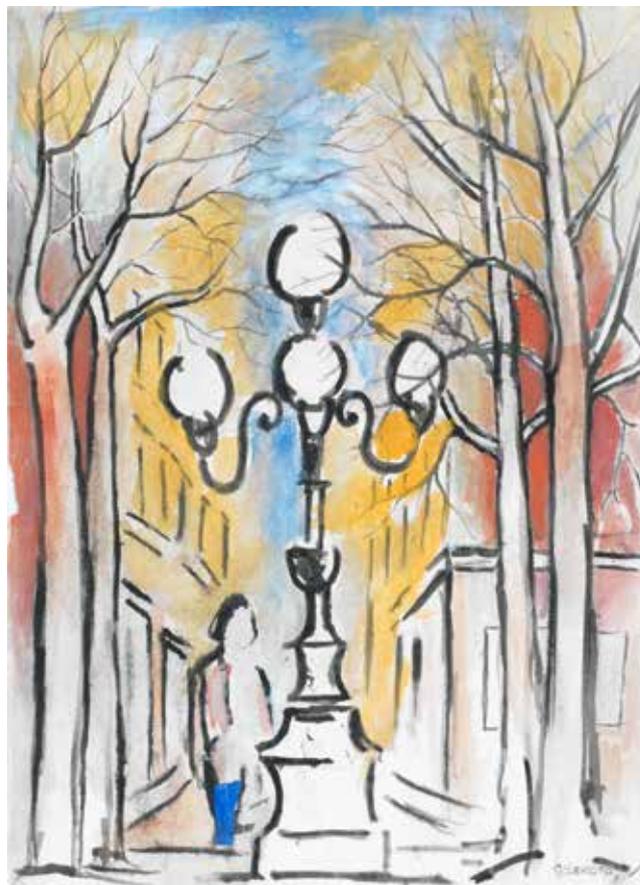
**GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)**

Parisian street scene  
signed and dated 'G.SEKOTO/ 81' (lower right)  
watercolour and ink  
38 x 28cm (14 15/16 x 11in).

£3,000 - 5,000  
US\$3,700 - 6,200  
€3,500 - 5,800

**Provenance**

Private collection, UK.



**CHRISTO COETZEE (SOUTH AFRICAN, 1929-2000)**

Still life of a fish

signed 'Christo Coetzee' (lower left)

oil on board

60.5 x 122cm (23 13/16 x 48 1/16in).

**£25,000 - 35,000****US\$31,000 - 43,000****€29,000 - 41,000****Provenance**

Purchased by current owner from Hanover Gallery, 1955.

Private collection, UK.

**Exhibited**London, Hanover Gallery, *Christo Coetzee solo exhibition*, 1955.

Catalogue number 6.

**Literature**M. Gowling, 'The Influence of Anthony Denney', *Art and Industry*, (1956), illustrated.Stevenson & Viljoen, *Christo Coetzee: Paintings from London and Paris 1954-1964*, (Cape Town, 2001), illustrated p.11.

On completing his Fine Arts degree at the University of the Witwatersrand in 1951, Christo Coetzee hosted an exhibition of his work in Cape Town. The show was critically acclaimed; John Paris, then the director of the South African National Gallery, wrote:

"(Coetzee) is a born painter but has been well taught...what happens next will depend upon the person he becomes in contact with the wider world. The day after this exhibition opens he leaves for a few years 'looking' and further study in Europe...We shall watch with interest...I believe, if he has the staying power, (he could) become a very important figure indeed in the history of art in South Africa" (John Paris, *Christo Coetzee*, Cape Town, 1951).

Following this exhibition, Coetzee moved to London having received a post-graduate scholarship to the Slade School of Art. Here, the artist was introduced to the photographer and designer, Anthony Denney. Denney would become an important collector and a life-long mentor.

During the 1950s, Denney regularly featured Coetzee's work in his interior design projects, juxtaposing his abstract paintings with antiques and decorative works of art. He particularly admired Coetzee's surreal still lifes:

"The unexpected contradiction of a sharp note of colour, a sudden change of scale and that mysterious rapport between objects of a totally dissimilar which defies analysis" (A. Denney, 'Art, antiques and art nouveau', *Vogue*, 15.5.1965, p.70).

The current lot is one of a series of still lifes the artist painted for his first solo exhibition at the Hanover Gallery, London, in 1955. The show was arranged by Denney and opened by Loelia, Duchess of Westminster. The fifty-one paintings exhibited were well received. A reviewer for the publication, *Time and Tide*, praised Coetzee's inventiveness and "unusual sense of the luscious possibilities of paint". Twelve of the still lifes were sold before the opening night.

**Bibliography**

Stevenson & Viljoen, *Christo Coetzee: Paintings from London and Paris 1954-1964*, (Cape Town, 2001), pp.8-13.





30  
**CECIL EDWIN FRANS SKOTNES (SOUTH AFRICAN, 1926-2009)**

Heads

'C. SKOTNES' (upper right); inscribed with title (verso)

carved and incised wooden panel

60 x 61 cm (23 5/8 x 24 in).

£8,000 - 12,000

US\$9,900 - 15,000

€9,300 - 14,000

**Provenance**

Purchased at Egon Günther Gallery, Johannesburg, 1969.

Private collection, UK.



31  
**IRMA STERN (SOUTH AFRICAN, 1894-1966)**

A tree in blossom  
bears a Joseph Wolpe label dated 1973 (verso)  
watercolour on board  
61 x 49cm (24 x 19 5/16in).

£15,000 - 20,000  
US\$19,000 - 25,000  
€17,000 - 23,000

**Provenance**

Purchased in a Bonhams sale, 27 May 1976, lot 33.  
A private collection.

The current lot bears a striking resemblance to another gouache by Stern titled, *Orchard in blossom*, and dated 1936 (sold in these rooms in February 2009, lot 18). It is likely that this painting was executed in the same period.



32

**GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)**

Senegalese figures

signed and dated 'G.SEKOTO/69' (lower right)

oil on board

65 x 50.5cm (25 9/16 x 19 7/8in).

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000



33

**EDOARDO VILLA (SOUTH AFRICAN, 1920-2011)**

The Environment

signed and dated 'E.VILLA.1973' (to base)

steel

22 x 50 x 23cm (8 11/16 x 19 11/16 x 9 1/16in) including base.

£4,000 - 6,000

US\$5,000 - 7,500

€4,700 - 7,000

**ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)**

The Bus Stop (1999)

signed, dated and titled (verso)

oil on canvas

120 x 91.5cm (47 1/4 x 36in).

£30,000 - 50,000

US\$37,000 - 62,000

€35,000 - 58,000

**Provenance**

Private collection.

**Exhibited**

Cape Town, João Ferreira Fine Art, *Robert Hodgins*, May to June 2001.

**Literature**

Atkinson, Powell, Geers, Becker & Godby, ed., *Robert Hodgins*, (Cape Town, 2002), illustrated p.88.

S. Williamson, 'Robert Hodgins at João Ferreira', *Artthrob*, illustrated.

Hodgins returned to South Africa for the second time in 1953. He was struck by the contrast with post-war Britain. Pretoria appeared to have been untouched by the conflict; a welcome relief to the deprivation and destruction he had experienced in London:

"For two years I was euphoric...At this time, I painted very handsome nudes...with beautiful skins...Then - and this is where I don't quite know what happened - living in Pretoria, it began to strike me that everything was not quite as kosher as it looked. Slowly, all these beautiful, plump, female nudes became cumbersome and all the handsome, male nudes became heavy and distorted. I may have been quietly changing or I may have been finding out what I really wanted to do out of the training at Goldsmiths. Partly, it took those two years to find out the kind of things that stimulated me to painting, not so much the subject matter." (Robert Hodgins, interview with Rayda Becker in 2001)

*Bus Stop* exemplifies this shift in Hodgins' aesthetic. The woman on the bench is broad and squat. She sits slumped, knees splayed. This is no idealized beauty, but an attempt to communicate the reality of human experience. His figures have imperfections, but they do not provoke repulsion. Unaware that she is being watched, the woman has let her guard down. Her vulnerability makes the ungainly posture strangely touching. Hodgins' portraits allow the viewer to share these intimate moments, asking us to be tolerant of humankind's foibles.

The current lot was displayed at João Ferreira Fine Art in 2001, the first solo exhibition of the artist's work to be held in Cape Town.

**Bibliography**

S. Williamson, 'Robert Hodgins at João Ferreira', *Artthrob*, available online:

<http://artthrob.co.za/01may/reviews.html>



35\*

**JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)**

Mountains in Swaziland

signed and dated 'J.H.Pierneef/ 49' (lower left)

oil on board

41 x 56cm (16 1/8 x 22 1/16in).

**£30,000 - 50,000**

**US\$37,000 - 62,000**

**€35,000 - 58,000**

**Provenance**

A private collection, South Africa.

This landscape, dated 1949, was painted by Pierneef when he was at the peak of his powers. The previous year, he was one of a handful of artists selected to exhibit at the Overseas Exhibition of South African Painting and Sculpture. When the show opened at the Tate Gallery in London on 20 September 1948, the press hailed Pierneef as the 'doyen of South African painting'.

Pierneef's contribution to South Africa's art scene was formally recognised a few years later, when he was awarded an honorary doctorate from the University of Natal in 1951. Prof. H.M. van der Westhuysen of the Department of Afrikaanse en Nederlandse Kultuurgeskiedenis credited the artist with developing a truly national style:

"He has contributed to the creation of a distinctly African style of painting with such determination and conviction, with such accurate perception, that no one who knows South Africa dares deny his work. In these difficult years, when things in Europe were falling apart and people were looking for new forms, he offered the young, up-and-coming Afrikaner nation (and through him the tired world beyond) an image of honest clarity, perfect equilibrium and rare artistic pleasure" ('Pierneef, die Afrikaanse landskapskilder, *Tydskrif vir Letterkunde* 1, March 1951, p.92).

This mountainous landscape epitomises the 'honest clarity' and 'perfect equilibrium' described by Prof. van der Westhuysen. The horizon line runs along the centre, dividing the painting into two equal halves. The undulations of the land are echoed by the billowing clouds above, conveying a sense of balance and unity. The muted pastel palette enhances the harmony of the scene.

1949 was a difficult year for Pierneef personally. His mother died from heart failure, and his own health was deteriorating. In spite of this, he continued to travel around Southern Africa, painting new landscapes and searching for inspiration. Looking at the present lot, one gets the impression that he found solace in his art.

**Bibliography**

P.G.Nel, (ed), *JH Pierneef: His life and work*, (Cape Town, 1990), p.101.





36

**PETER CLARKE (SOUTH AFRICAN, 1929-2014)**

Men carrying baskets

signed and dated 'Clarke/ 30.3.1975' (lower right)

ink on paper

67 x 81cm (26 3/8 x 31 7/8in).

£4,000 - 6,000

US\$5,000 - 7,500

€4,700 - 7,000

**Provenance**

Purchased by a private collector in South Africa, circa 1975.

By direct descent to current owner, UK.

37

**PETER CLARKE (SOUTH AFRICAN, 1929-2014)**

Portrait of a woman in profile

signed and dated 'Clarke/ 21.1.1974' (lower right)

charcoal on paper

61 x 42.5cm (24 x 16 3/4in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800

**Provenance**

Purchased by a private collector in South Africa, circa 1975.

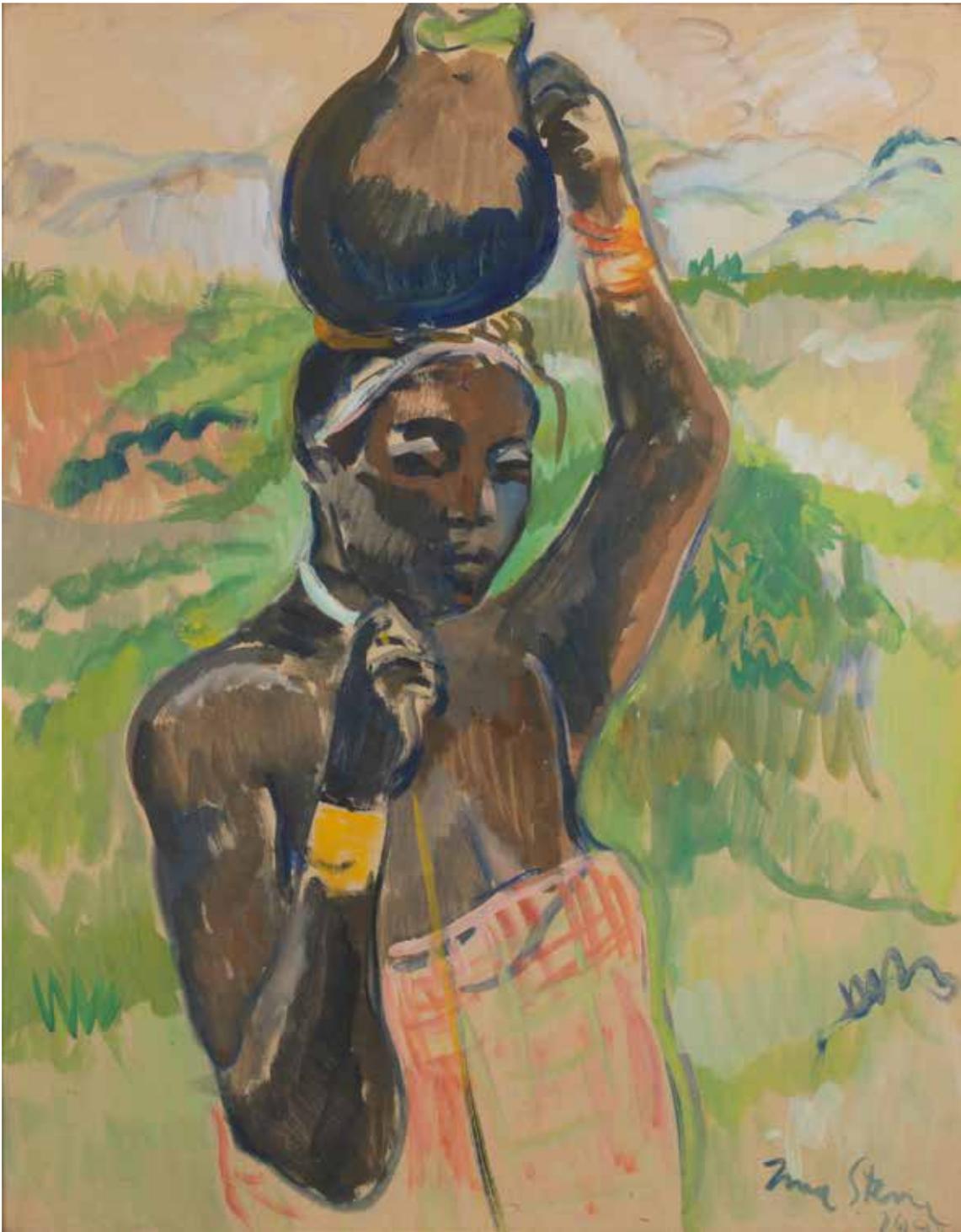
By direct descent to current owner, UK.





38  
**GEORGE MILWA MNYALUZA PEMBA (SOUTH AFRICAN,  
1912-2001)**  
Boys singing  
signed and dated 'MPEMBA '77' (upper left)  
oil on canvas  
38 x 46cm (14 15/16 x 18 1/8in).

£12,000 - 18,000  
US\$15,000 - 22,000  
€14,000 - 21,000



39

**IRMA STERN (SOUTH AFRICAN, 1894-1966)**

The water carrier  
signed and dated 'Irma Stern/ 1949' (lower right)  
gouache on board  
64 x 50.5cm (25 3/16 x 19 7/8in).

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000



40

**RUTH EVERARD HADEN (SOUTH AFRICAN, 1904-1992)**

Field and haystacks, 1922-24

bears inscription 'By Ruth Everard/ England/ Field & Haystacks 1922-24/ certified by Leonora Everard Haden' (verso)

oil on board

37.5 x 45.5cm (14 3/4 x 17 15/16in).

£4,000 - 6,000

US\$5,000 - 7,500

€4,700 - 7,000



41\*  
**MARJORIE BRAIDWOOD WALLACE**  
**(SOUTH AFRICAN, 1925-2005)**

Carnival  
signed 'WALLACE' (lower left)  
oil on canvas  
82 x 101cm (32 5/16 x 39 3/4in).

£3,000 - 5,000  
US\$3,700 - 6,200  
€3,500 - 5,800



42  
**DOUGLAS PORTWAY (SOUTH AFRICAN,**  
**1922-1993)**

Blue painting (1966)  
signed 'PORTWAY' (lower right); inscribed  
with title and date, bears exhibition labels  
from Everard Read Gallery and Drian Galleries  
(verso)  
oil on canvas  
95 x 95cm (37 3/8 x 37 3/8in).

£3,000 - 5,000  
US\$3,700 - 6,200  
€3,500 - 5,800

**Provenance**  
Private collection.

**A COLLECTION OF ARTWORKS  
BY WILLIE BESTER:  
APARTHEID LABORATORY**





43

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

The Great Trek (1996)  
inscribed on wooded struts 'WHITES ONLY BASSKAP FROM 1948'  
mixed media assemblage  
312 x 406 x 204 cm (122 3/4 160 x 80 1/2 in).

£12,000 - 18,000  
US\$15,000 - 22,000  
€14,000 - 21,000

**Provenance**

Acquired from the Goodman Gallery, Johannesburg, April 1996.  
Private collection, USA.

**Exhibited**

Windsor, Canada, The Art Gallery of Windsor, 'Apartheid Laboratory'  
February 2007.

**Literature**

J. Patten, 'Apartheid Laboratory', (Canada, 2007), illustrated, cat no. 5.

"My whole interest now is with history. The problem in this country started with the coming of the white people to this land. I don't want to say who is responsible for it, but that is where the problem started. We sit with white history, we don't know about black history or Bushman or Hottentot history. This information will come through and I want to see where does it fit in. To contribute to that history, to make it easier for the people that come after us to get some insight into what happened..." (Willie Bester)

The title for this sculpture refers to the so-called Great Trek that took place between 1835 and 1846. During this period, 14,000 Boers emigrated from Cape Colony in search of new pastureland, frustrated by the policies of the British Government. In the following decades, the Trek was championed as a show of Afrikaner strength and a seminal moment in the foundation of their nationhood. The disruption it caused the Xhosa peoples who were settled in the regions north of the Limpopo River was largely ignored.

The Voortrekkers were better armed than the African communities that they encountered, and soon gained control of the Transvaal and Transorangia regions.

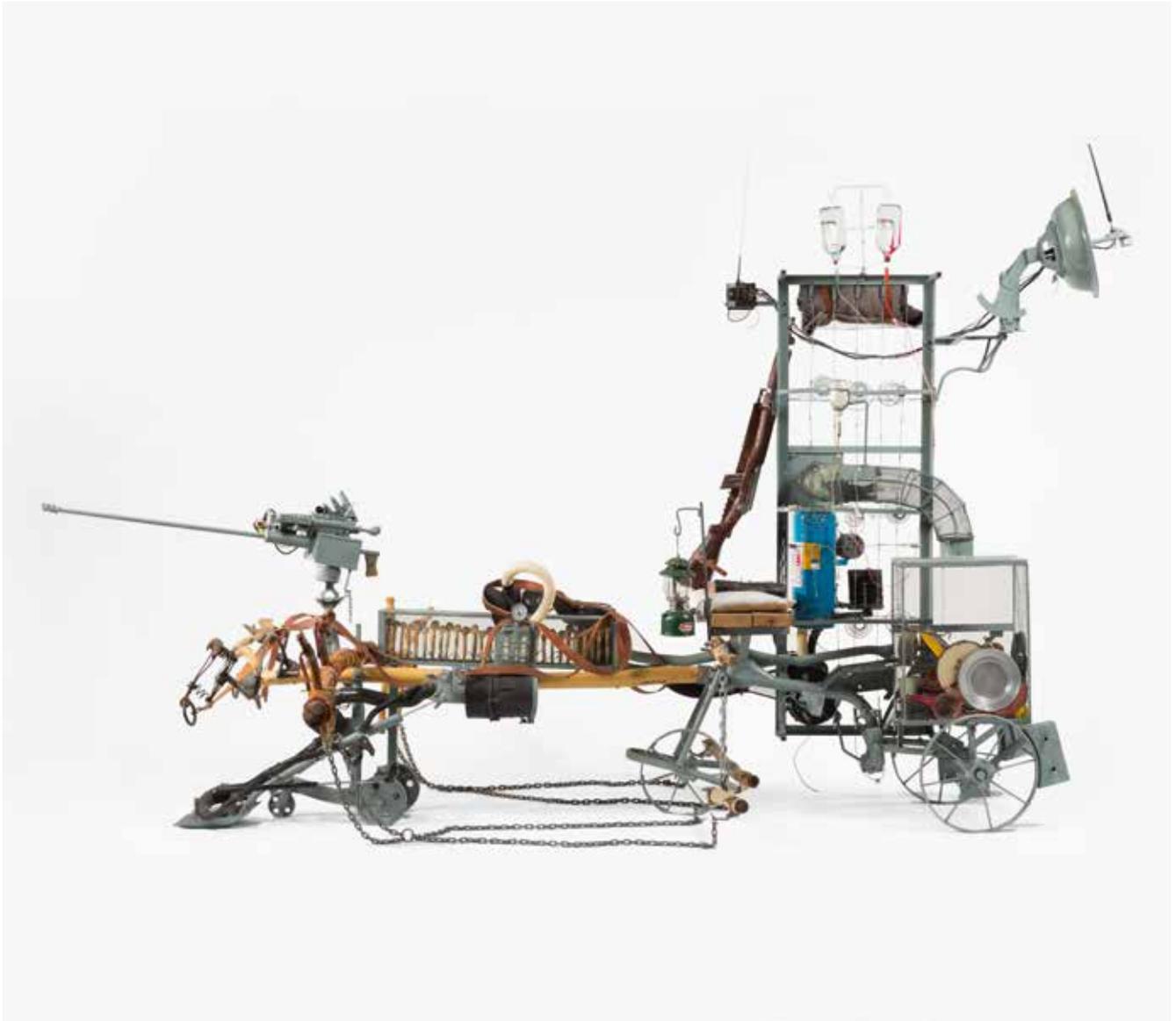
Bester's sculpture belies the long-propagated view that the white Boers were responsible for bringing civilization to the subcontinent of Africa. Chains dangle from the sides of the wagon scaffolding, a gun is mounted on the front. This vehicle is not designed to bring enlightenment but to subjugate and oppress.

*The Great Trek* draws a parallel between the Voortrekkers' migration and the later implementation of apartheid. The Boer migrants justified their displacement of indigenous African communities on the grounds of cultural and racial superiority; a precursor to the segregation of black and white peoples between 1948 and 1991.

Please note:

This work is currently located in Detroit, USA, and any successful buyer will have to arrange collection from this location. Please contact the department for further information.







44

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

Bantu Education (1996/97)

mixed media assemblage

285 x 416 x 107 cm (112 1/4 x 163 3/4 x 42 in).

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000

**Provenance**

Acquired from the Goodman Gallery, Johannesburg, February 1997.

Private collection, USA.

**Exhibited**

Windsor, The Art Gallery of Windsor, *'Apartheid Laboratory'* February 2007.

**Literature**

J. Patten, *'Apartheid Laboratory'*, (Canada, 2007), illustrated cat no. 7.

The current sculpture is titled after the Bantu Education Act of 1953. The act legalised several aspects of the apartheid system in South Africa, crucially the separation of educational facilities according to race.

The legacy of the Bantu Education Act was that non-whites were directed into unskilled labour. The Minister of Native Affairs at the time, and one of apartheid's architects, Hendrik Verwoerd explained the Act thus:

"There is no place for (the Bantu) in the European community above the level of certain forms of labour...what is the use of teaching the Bantu child mathematics when it cannot use it in practice?"

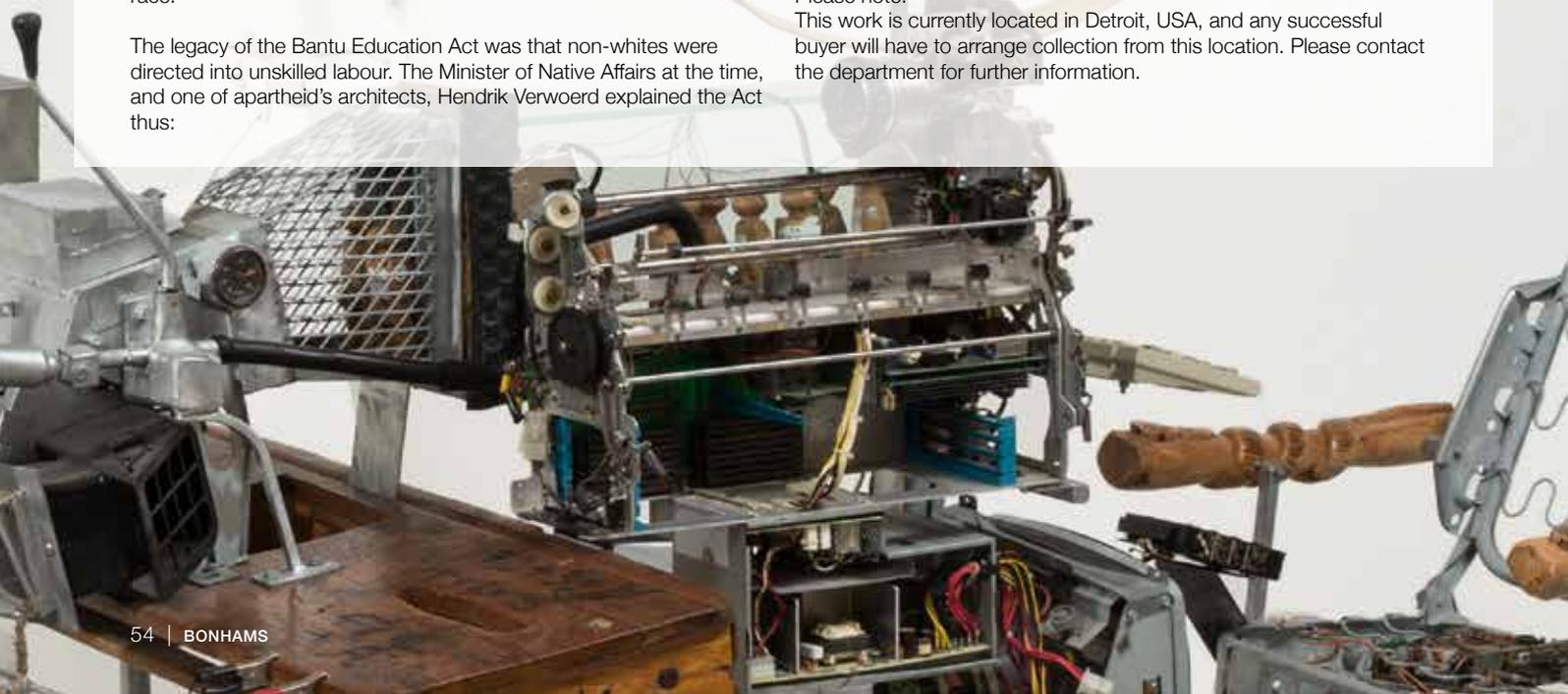
The education accessible to the black population was tightly controlled by the state from this point; black teachers' salaries were very low resulting in a rapid decline in the number of trainees looking to qualify. 30% of the schools designated for non-white students had no electricity, 25% had no running water.

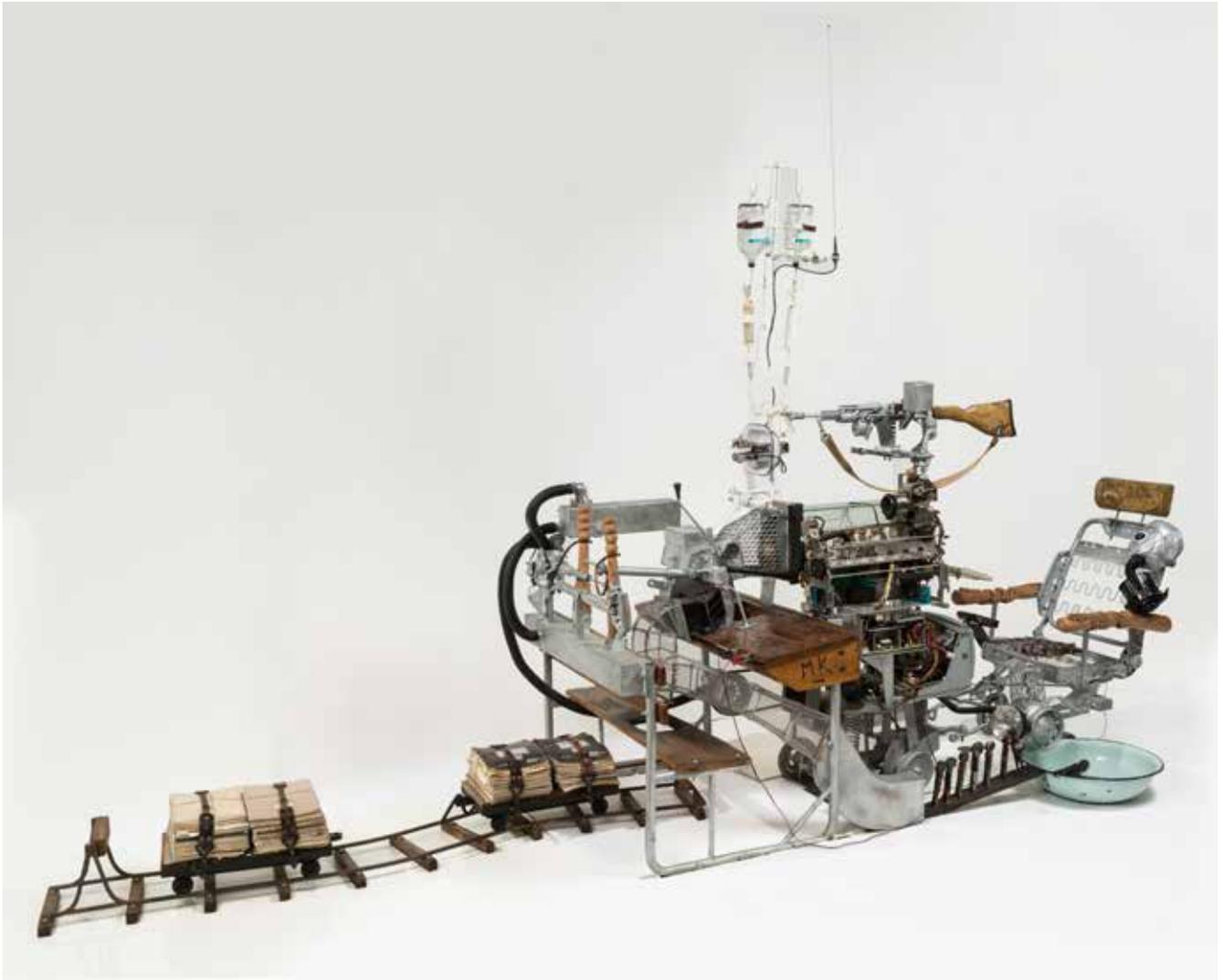
The system of racially segregated education was only repealed following the election victory of the African National Congress in 1994.

*Bantu Education* is constructed from fragments of debris that Bester found in squatter camps around Cape Town. At the far end of the installation sits Boss. In front of his chair are the computer controls that determine the programme of learning. A select few have been sealed in a glass box to receive a particular education geared to the needs of the National government. Opposite the Boss's chair is a school desk. Burned and scarred, the desk symbolizes the non-whites' struggle to access education. The sculpture is a visual metaphor for the way in which the Act institutionalised racial inequality and subordinated the non-white population.

Please note:

This work is currently located in Detroit, USA, and any successful buyer will have to arrange collection from this location. Please contact the department for further information.







45

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

*Security Branch* (1996)  
 signed and dated 'W Bester '96' (lower left)  
 oil on canvas and applied items  
 158 x 114cm (62 3/16 x 44 7/8in).

**£8,000 - 12,000**  
**US\$9,900 - 15,000**  
**€9,300 - 14,000**

**Provenance**

Acquired from the Goodman Gallery, Johannesburg, April 1996.  
 Private collection, USA.

**Exhibited**

Ontario, The Art Gallery of Windsor, '*Apartheid Laboratory*' February 2007.

**Exhibited**

J. Patten, '*Apartheid Laboratory*', (Canada, 2007), illustrated cat no. 6.

*Security Branch* belongs to a series of works constructed from the circular base of a cable drum. The surface is covered with various machine parts, fragments of electronic circuits, valves and gauges, panels and meters. The work is a reflection on the increasing mechanization of South African industry.

The blue and yellow colour scheme refer to the uniforms of the South African police. In choosing this palette, Bester is suggesting that industrialization will impose the same level of restriction on the people as the country's security forces.

By the time the work was executed in 1996, South Africa had held its first democratic elections following apartheid. However, in re-entering the international community, the workers are now subject to the demands of the global economy. Bester poses the question: will political oppression simply be replaced by economic exploitation?

Please note:

This work is currently located in Detroit, USA, and any successful buyer will have to arrange collection from this location. Please contact the department for further information.



46\*TP

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

Six Women (1995)

signed and dated 'WBESTER/ 95' (lower left)

oil on canvas, painted wood, metal signage, barbed wire mounted on board

125 x 183.5 x 9.5cm (49 3/16 x 72 1/4 x 3 3/4in).

in artist's painted wooden frame.

£6,000 - 9,000

US\$7,500 - 11,000

€7,000 - 10,000

**Provenance**

Acquired from Bernard Jacobsen, London, September 1995.  
Private collection, USA.

**Exhibited**

London, Bernard Jacobson Gallery, *'Mayibuye i Afrika'*, September 1995.

London, Delfina Studios, *'On The Road'*, October 1995.

San Francisco, Yerba Buena Center for the Arts, *'Eight from South Africa'*, December 1995.

Berlin, Germany, Haus der Kulturen der Welt, *'Colours, Kunst aus Südafrika'*, May 1996.

**Literature**

I. Powell, *On the Road: Works by 10 Southern African Artists*, (London, 1995), illustrated p.11.

A. Hug, *'Colours, Kunst aus Südafrika'*, (Berlin, 1996), illustrated p.75.

*Six Women* was inspired by Bester's experience of the townships on the outskirts of Cape Town. It is constructed from the same debris used to create the makeshift shelters: chicken coop, plastic tubing, abandoned car parts. The various elements convey the multi-faceted nature of life in these areas. The stock of a machine gun projects from the backboard, a reference to the violent tactics employed by the South African police when faced with opposition from these black communities. However, the work also suggests that creativity and resourcefulness are also to be found in such environments; on the left, a guitar has been fashioned from a licence plate, a wooden panel and barbed wire.

At the centre of the work are six portraits of the township's female residents. Bester's sensitive renderings capture the character and individuality of the women. The portraits emphasize their dignity, in spite of the degrading living conditions they are forced to endure.

Bester's visits to Cape Town's squatter areas convinced him that the female residents were vital in maintaining their communities traditions and spiritual values. The woman in the lower left portrait wears a religious habit; the figure directly above her wears a traditional headdress from the Eastern Cape. By the last decades of the twentieth century, South Africa had become an industrialized nation. Many men who had previously worked in agricultural occupations were forced to find new jobs in the cities. In spite of this upheaval, the women of the township continue to honour the traditions of their ancestors, preserving the memory of their rural past.

47

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

Apartheid Laboratory (1995)

signed and dated 'W Bester '95' (lower right of painted panel)

mixed media assemblage

222 x 205 x 80 cm (87 1/2 x 80 3/4 x 31 1/2 in).

**£10,000 - 15,000**

**US\$12,000 - 19,000**

**€12,000 - 17,000**

**Provenance**

Acquired from the Goodman Gallery, Johannesburg, October 1995.

Private collection, USA.

**Exhibited**

Berlin, Haus der Kulturen der Welt, '*Colours, Kunst aus Südafrika*',

May 1996.

Windsor, The Art Gallery of Windsor, '*Apartheid Laboratory*', February

2007.

**Literature**

A. Hug, '*Colours, Kunst aus Südafrika*', (Berlin, 1996), illustrated p. 76.

J. Patten, '*Apartheid Laboratory*', (Canada, 2007), illustrated cat no. 4.

*Apartheid Laboratory* is a visual metaphor for the way in which the National Party institutionalized racial segregation and inequality in South Africa between 1948 and 1991.

The fantasy machine is constructed from wires and plugs, switches and wheels. The purpose of these circuits is to sort people into different racial categories. The names and codes for the various groups are inscribed on a row of wooden mannequins at the centre of the panel. These wooden figures have been chained at the foot; a physical manifestation that they are shackled by the circumstances of their birth.

Once each individual has received their classification, they are assigned to the designated educational system for their group. At the bottom of the panel, a gutter catches the 'lowest' racial order, 'society's refuse', channeling it into a waste-bin on the white tiled floor.

The clinical conditions of the laboratory, the surgical instruments and drips, all work to suggest that this system of racial segregation has scientific grounding. However, the CCTV cameras reveal the system to be far less secure in reality. Popular support for apartheid is maintained through state surveillance and police intimidation.

Please note:

This work is currently located in Detroit, USA, and any successful buyer will have to arrange collection from this location. Please contact the department for further information.





48

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

Trojan Horse II (1994)

mixed media assemblage

47(18 1/2 x 179 x 47 cm. (68 x 70 1/2 x 18 1/2 in.)

£8,000 - 12,000

US\$9,900 - 15,000

€9,300 - 14,000

**Provenance**

Acquired from The Goodman Gallery, Johannesburg, March 1995.  
Private collection, USA.

**Exhibited**

San Francisco, Yerba Buena Center for the Arts, *'Eight from South Africa'*, December 1995.

Windsor, Canada, The Art Gallery of Windsor, *'Apartheid Laboratory'*  
February 2007.

**Literature**

J. Patten, *'Apartheid Laboratory'*, (Canada, 2007), illustrated, cat no. 1.

During the 1980s on the instructions of the National army and police party began to employ more violent tactics against the black population. Soldiers in armour-plated vehicles, known as 'hippos', drove into the townships and fired at random through the windows, killing innocent civilians.

Witnessing these atrocities inspired Bester to create *Trojan Horse*. The sculpture refers to the wooden horse in which the ancient Greeks are said to have concealed themselves in order to enter the city of Troy. According to the myth, the Greeks presented the statue to their enemy as a peace offering after a fruitless ten year siege. Unbeknownst to the Trojans, a select force of men was hidden inside the body. Once the horse was taken inside the city walls, these soldiers waited for night to fall before emerging and opening the gates for the Greek army. The subterfuge resulted in an overwhelming victory for the invaders.

Bester viewed the horse as an apt metaphor for the actions of the South African military; masquerading as a peace-keeping operation, the 'hippos' were in fact agents of aggression.

This lot is the second in a series of two; the first is in the collection of the Spanish government.

**Bibliography**

L. Givon, *Willie Bester*, (Goodman Gallery, 1996).

**Please note:**

This work is currently located in Detroit, USA, and any successful buyer will have to arrange collection from this location. Please contact the department for further information.







49\* TP

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

Welcome Home (1996)

signed and dated 'W.BESTER/ 96' (lower left)

oil paint, bottle tops, flattened cans, barbed wire, metal signage and burlap sack

88 x 154 x 9.5cm (34 5/8 x 60 5/8 x 3 3/4in).

in artist's wooden frame.

£6,000 - 9,000

US\$7,500 - 11,000

€7,000 - 10,000

**Provenance**

Acquired from the Goodman Gallery, Johannesburg, June 1996.

Private collection, USA.

*Welcome Home* is constructed from a window pane from an industrial factory. Behind the glass are collections of found objects, surrounded by a border made from industrial sacking.

The top left panel depicts a number of graves, referencing all those who have given their lives in the struggle for political liberation and racial equality. Under the apartheid regime, many members of the African National Congress were tortured to death by the police or sentenced to life imprisonment.

Executed in 1996, the artwork was constructed after the ANC's political victory and the dissolution of apartheid. However, it warns against an overly optimistic view of the present. The glass panels covering the boxes are shattered, hinting at the fragility of the new democracy. Bester is acknowledging that racial segregation under apartheid has caused deep social divisions, cracks that will continue to be visible for the foreseeable future.



50

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

Bench (Whites Only) (1997)

signed and dated 'W Bester '97' (lower left on painted panel)

oil on resin set canvas, wood, glass and metal

167 x 92 x 88 cm (65 3/4 x 36 1/4 x 34 1/2 in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,200 - 12,000

**Provenance**

Acquired from the Goodman Gallery, Johannesburg, 1997.

Private collection, USA.

**Exhibited**

Windsor, The Art Gallery of Windsor, *'Apartheid Laboratory'*, February 2007.

**Literature**

J. Patten, *'Apartheid Laboratory'*, (Canada, 2007), illustrated cat no. 8.

Please note:

This work is currently located in Detroit, USA, and any successful buyer will have to arrange collection from this location. Please contact the department for further information.



51

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

*Speelman* (1995)

signed with initials and dated "WB '95" (to base)  
mixed media sculpture

211 x 91 x 56 cm (83 x 35 3/4 x 22 in).

£8,000 - 12,000

US\$9,900 - 15,000

€9,300 - 14,000

**Provenance**

Acquired from the Goodman Gallery, Johannesburg, October 1995.  
Private collection, USA.

**Exhibited**

Berlin, Haus der Kulturen der Welt, '*Colours, Kunst aus Südafrika*',  
May 1996.

Windsor, Canada, The Art Gallery of Windsor, '*Apartheid Laboratory*'  
February 2007.

**Literature**

A. Hug, '*Colours, Kunst aus Südafrika*', (Berlin, 1996), illustrated p. 77.

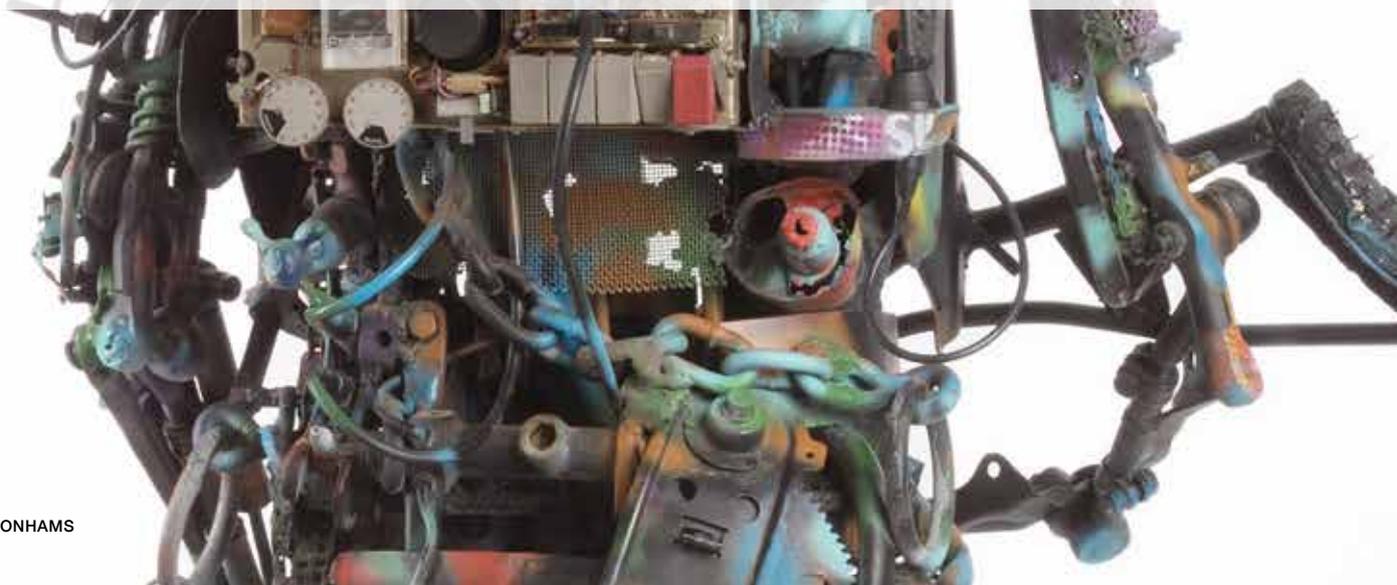
J. Patten, '*Apartheid Laboratory*', (Canada, 2007), illustrated, cat no. 3.

The armed figure of *Speelman* is a damning indictment of South Africa's tendency to resort to violence as a way of resolving political dissent. He carries a machine gun, but also wears a gas mask, highlighting the changing nature of modern conflict with advances in chemical warfare and increasingly sophisticated technology.

The figure has a badge pinned to his chest. Previously belonging to a member of the South African police, the badge was discarded by its owner after the victory of the ANC in the 1994 election. What was once a symbol of authority and power now marks its wearer as a target for retribution. The sculpture's title, *Speelman*, literally translates as 'toy-man'. It highlights the ex-officer's status as both aggressor and victim. Under apartheid, South Africa's security services were granted the authority to arrest and interrogate members of the black community at will. These powers allowed them to 'speel' ('play') with their victims' lives. But from another perspective, such police officers were also puppets, indoctrinated and manipulated by the political establishment. From this angle, the gas mask becomes a drip. Forced to commit atrocities by the state, this man has lost his humanity, the ability to think and act for himself.

Please note:

This work is currently located in Detroit, USA, and any successful buyer will have to arrange collection from this location. Please contact the department for further information.







52

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

Silver Man (1999)

signed with initials "WB" (to base).

steel and assembled items

70 x 45 1/4 x 65 cm (178 x 115 x 25 1/2 in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,200 - 12,000

**Provenance**

Acquired from the Goodman Gallery, Johannesburg, December 1999.  
Private collection, USA.

**Exhibited**

Windsor, Canada, The Art Gallery of Windsor, 'Apartheid Laboratory'  
February 2007.

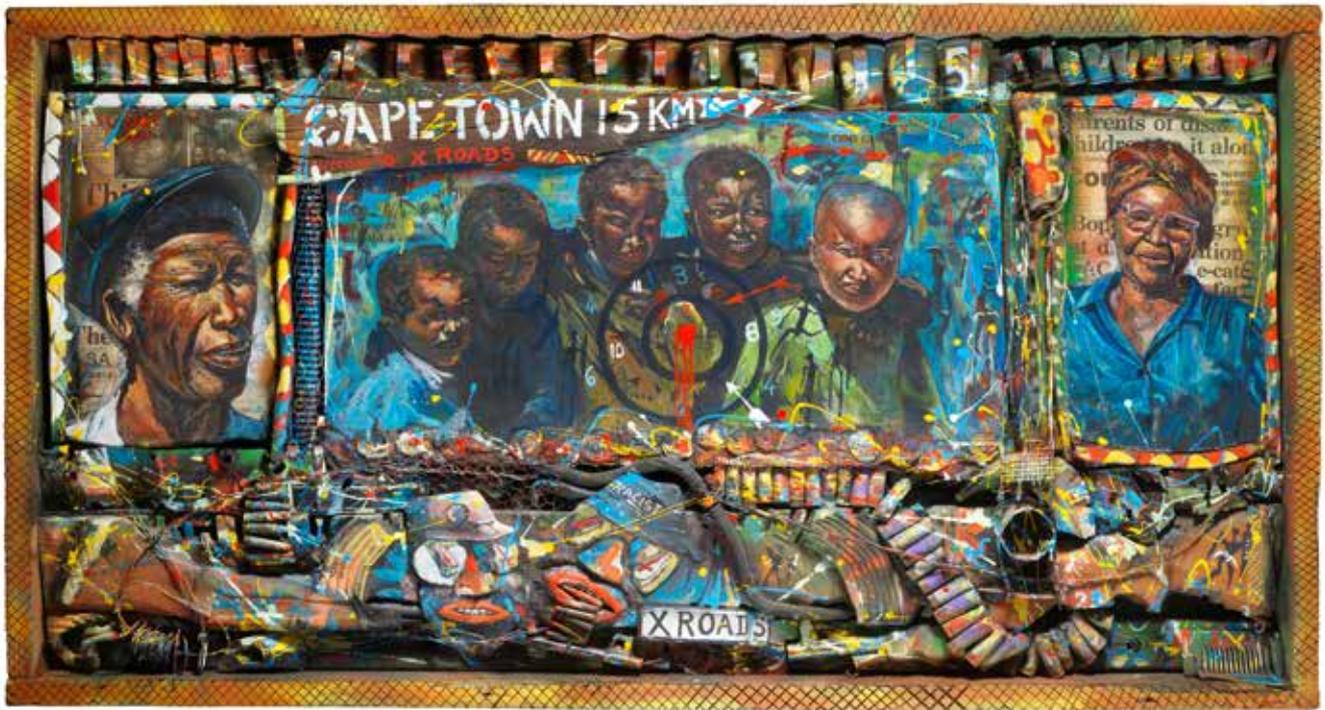
**Literature**

J. Patten, 'Apartheid Laboratory', (Canada, 2007), illustrated, cat no. 9.

**Please note:**

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buyer will have to arrange collection from this location. Please contact  
the department for further information.





53\* TP

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

X Roads (1994)

bears exhibition label from Centro Atlantico de Arte Moderno (verso)  
oil paint, rope, barbed wire, ammunition and disassembled gun parts  
mounted on board

89 x 168 x 11cm (35 1/16 x 66 1/8 x 4 5/16in).

in artist's painted wooden frame.

£6,000 - 9,000

US\$7,500 - 11,000

€7,000 - 10,000

**Provenance**

Acquired from The Goodman Gallery, Johannesburg, October 1995.  
A private collection, USA.

**Exhibited**

Las Palmas, Gran Canaria, Centro Atlantico de Arte Moderno, *Otro Pais - Escalas Africana*, November 1994.

San Francisco, Yerba Buena Center for the Arts, *'Eight from South Africa'*, December 1995.

New York, NY, Museum for African Art, *"Liberated Voices"*, September 1999.

Austin, TX, Austin Museum of Art, *"Liberated Voices"*, May 2000.

Stanford, CA, Iris & B. Gerald Cantor Center for Visual Arts, *"Liberated Voices"*, October 2001.

Tucson, AZ, University of Arizona Museum of Art, *"Liberated Voices"*, August 2002.

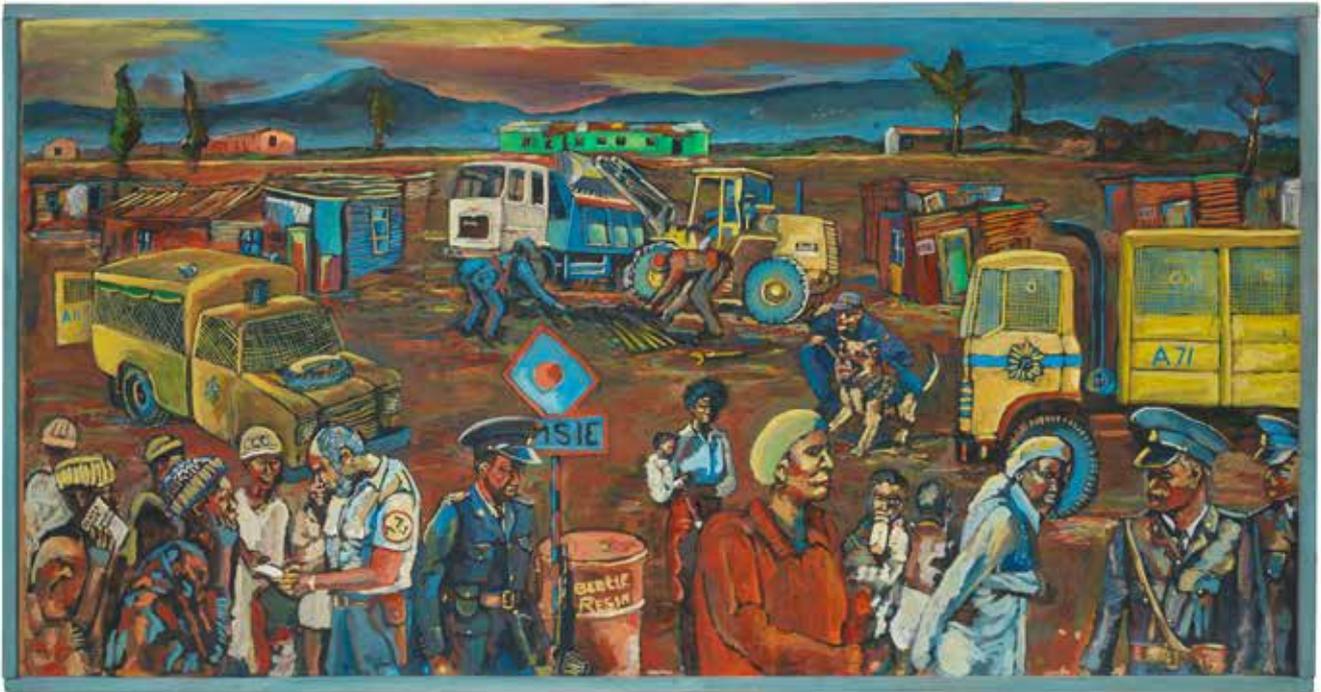
**Literature**

F. Herreman, *Liberated Voices, Contemporary Art from South Africa*, (Munich 1999), illustrated p.27, cat. no.2.

This artwork is titled after the township, Cross Roads, located 15 kilometres to the east of Cape Town. Bester visited the area on a number of occasions, photographing and sketching the day to day activities of its inhabitants. In spite of their extreme poverty and poor living conditions, the residents impressed the artist with their dignity and self-respect.

The central panels of *X Roads* depict some of the characters Bester encountered in the township: an old man too frail to work, a group of neglected children, and an African matriarch. These are some of society's most needy, and yet they have received no aid from the state.

Bester recreates the physical environment of the township through his choice of materials: barbed wire, tin cans, newspapers, old motor parts and discarded cloth. Forced to fend for themselves, the inhabitants of Cross Roads created shelters out of what would normally be considered waste. By incorporating these elements in his work, Bester celebrates their resourcefulness.



54\*

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

Township clearance (1990)

signed and dated 'WBESTER 90' (left margin)

oil on board

52 x 101cm (20 1/2 x 39 3/4in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800

**Provenance**

Acquired from the Goodman Gallery, Johannesburg, 1991.

Private collection, USA.



55

**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**

Soldier No.2 (1994)

mixed media assemblage

160 x 65 x 55 cm (63 x 25 1/2 x 21 1/2 in).

£4,000 - 6,000

US\$5,000 - 7,500

€4,700 - 7,000

**Provenance**

Acquired from the Goodman Gallery, Johannesburg, August 1995.  
Private collection, USA.

**Exhibited**

London, Delfina Studios, 'On The Road', October 1995.

San Francisco, Yerba Buena Center for the Arts, 'Eight from South Africa', December 1995.

Windsor, Canada, The Art Gallery of Windsor, 'Apartheid Laboratory', February 2007.

**Literature**

J. Patten, 'Apartheid Laboratory', (Canada, 2007), illustrated, cat no. 2.

Bester executed three sculptures of military figures in the lead up to South Africa's first democratic elections in 1994. *Soldier No. 2* is one of this series. During this period, many police officers and army officials had been deployed to patrol the bridges crossing the national road between Cape Town and Somerset West, one of the largest residential areas for the black community. In the weeks prior to the election, the region was transformed into a war zone as the police repeatedly clashed with the increasingly confident black protesters.

Bester had previously suffered at the hands of the South African police. When he resigned his position as a dental mechanic's assistant, he was arrested as a vagrant and placed in a concentration camp. This experience encouraged his belief that the clashes in Khayelitsha were a result of the regime's failure to take the black community's grievances seriously. Even non-violent opposition met with brutal repression.

*Soldier No. 2* is assembled from disused machine parts and weapon fragments that Bester found in his neighbourhood, then Mitchell's Plain. The figure symbolises the violent measures employed by the apartheid state to subjugate the black population. But it simultaneously explores how the regime dehumanized those responsible for upholding its racist laws. The soldier lacks both arms and legs; a physical manifestation of his compromised ethical compass.

**Bibliography**

M. Godby & S. Klopper, *Willie Bester*, (Goodman Gallery, 1996).

**Please note:**

This work is currently located in Detroit, USA, and any successful buyer will have to arrange collection from this location. Please contact the department for further information.



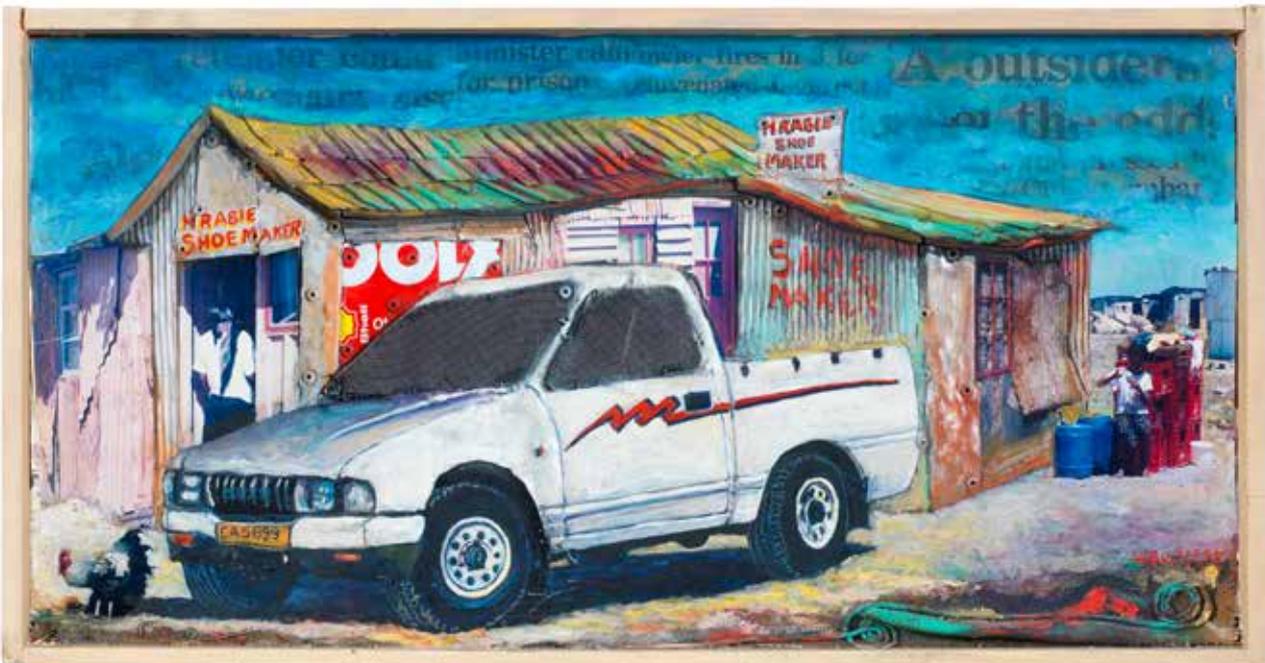


56

56  
**WILLIE BESTER (SOUTH AFRICAN, BORN 1956)**  
 'Khayelisha'; 'M. Rabie Shoemaker' (a pair)  
 both signed and dated 'W.BESTER '94' (lower right)  
 mixed media on board  
 30.5 x 61cm (12 x 24in).  
 (2)

£3,000 - 5,000  
 US\$3,700 - 6,200  
 €3,500 - 5,800

**Provenance**  
 Purchased at Goodman Gallery, Johannesburg, 1994.  
 Private collection, UK.

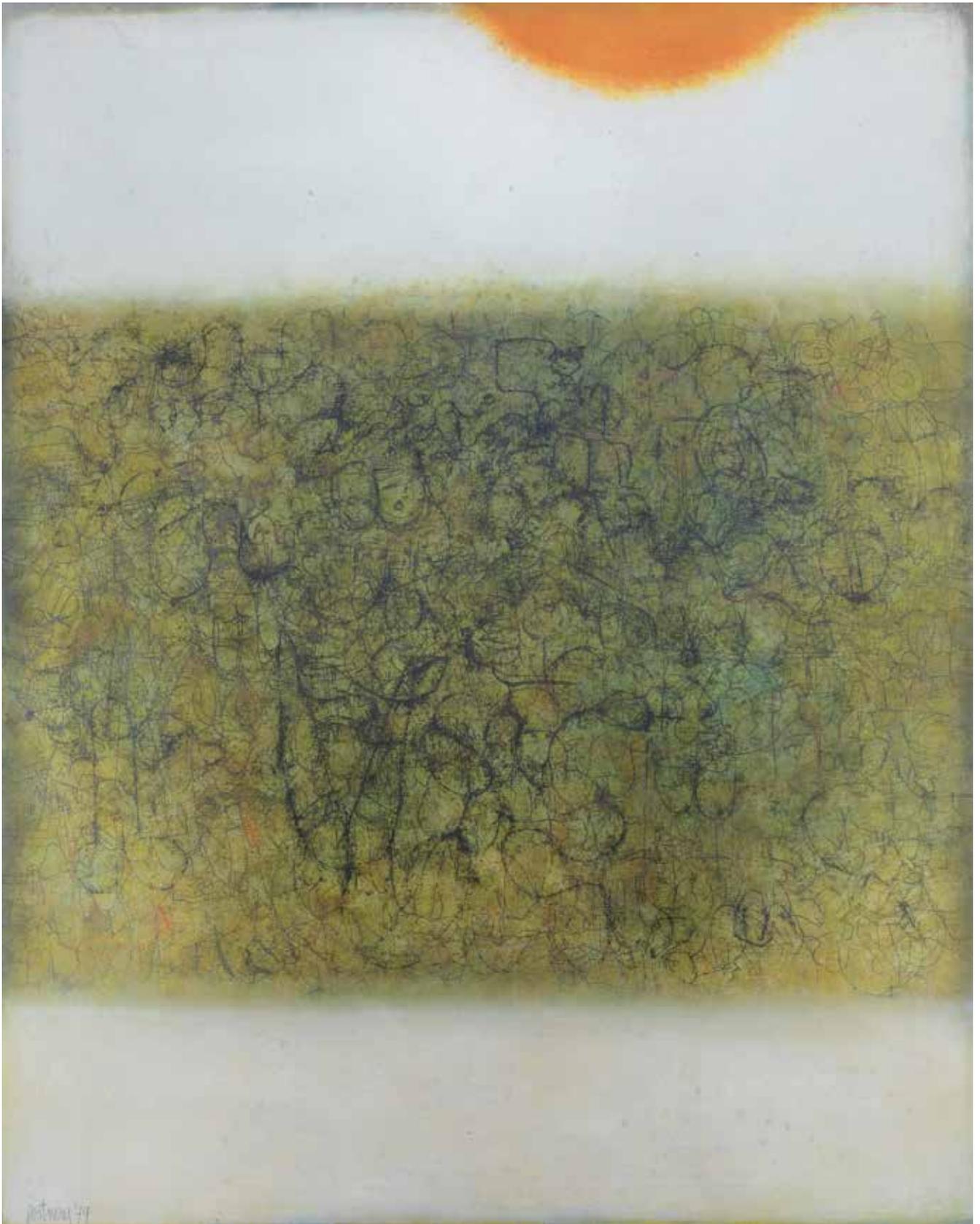


57\*

**DOUGLAS PORTWAY (SOUTH AFRICAN, 1922-1993)**  
 Abstract in green and white  
 signed 'Portway '79' (lower left)  
 oil on canvas  
 128.5 x 101cm (50 9/16 x 39 3/4in).

£4,000 - 6,000  
 US\$5,000 - 7,500  
 €4,700 - 7,000

**Provenance**  
 Acquired directly from the artist.  
 By direct descent to the current owner.



57



58\*

**LUCKY MADLO SIBIYA (SOUTH AFRICAN, 1942-1999)**

'Images through a Window'

signed and dated 'LSIBIYA/ 89' (lower centre); inscribed 'ER9420 Images Through A Window' and bears Everard Read Gallery label (verso)

painted and incised panel

94 x 133 x 2cm (37 x 52 3/8 x 13/16in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800

**Provenance**

Purchased at Everard Read Gallery, Johannesburg, circa 1985.

Private collection, USA.

59

**CHRISTO COETZEE (SOUTH AFRICAN, 1929-2000)**

Still life of flowers in jug  
signed 'Christo Coetzee' (lower left)  
oil on board  
27 x 18.5cm (10 5/8 x 7 5/16in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800

**Provenance**

Private collection, UK.



60

**CECIL EDWIN FRANS SKOTNES (SOUTH AFRICAN, 1926-2009)**

Ezekiel  
signed 'C.SKOTNES' (lower left); inscribed 'Ezekiel' (verso)  
painted and incised panel  
32.5 x 24cm (12 13/16 x 9 7/16in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800

**Provenance**

Private collection, London.



**JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)**

Hectorspruit

signed and dated 'J.H.Pierneef.44' (lower left); bears inscription 'HECTORSPRUIT TRANSVAAL' (verso)

oil on board

54 x 66.5cm (21 1/4 x 26 3/16in).

**£30,000 - 50,000****US\$37,000 - 62,000****€35,000 - 58,000**

Pierneef was an intrepid traveller; he and his wife made frequent excursions to the Eastern Transvaal, setting up temporary camps so that the artist could sketch the region's trees and areas of geographical interest. He visited Hectorspruit in 1944, producing several pencil studies of the landscape. A sketch for the current lot is illustrated in J.F.W. Grosskopf's text, *Hendrik Pierneef: The Man and his Work*, no. 18. This drawing was most likely made in situ, and would be an important point of reference when executing the larger oil painting in his studio.

This landscape is not a slavish rendering of the environs around Hectorspruit. Pierneef preferred to complete paintings in his studio, composing harmonious and balanced scenes from the various trees, mountains and cloud formations sketched in his notebook. Grosskopf identified this tendency in his 1947 monograph on the artist:

"While Pierneef has retained his love for original and beautiful shapes of trees, or harmonious tree groups, it has been more and more the great 'play of lines' in nature, the wide architectonic sweep of our mountains and veld, that has fascinated him" (Grosskopf, p.15)

This fascination with the 'play of lines' is evident in the current lot. The vertical line of the tree group on the left hand side leads the eye up into the overhanging rain clouds. The landscape's features provide a natural frame and internal dynamism. Rejecting the Impressionists's plein air techniques, Pierneef's paintings are more stylised. They communicate the essence of South Africa's landscapes, their symbolic significance:

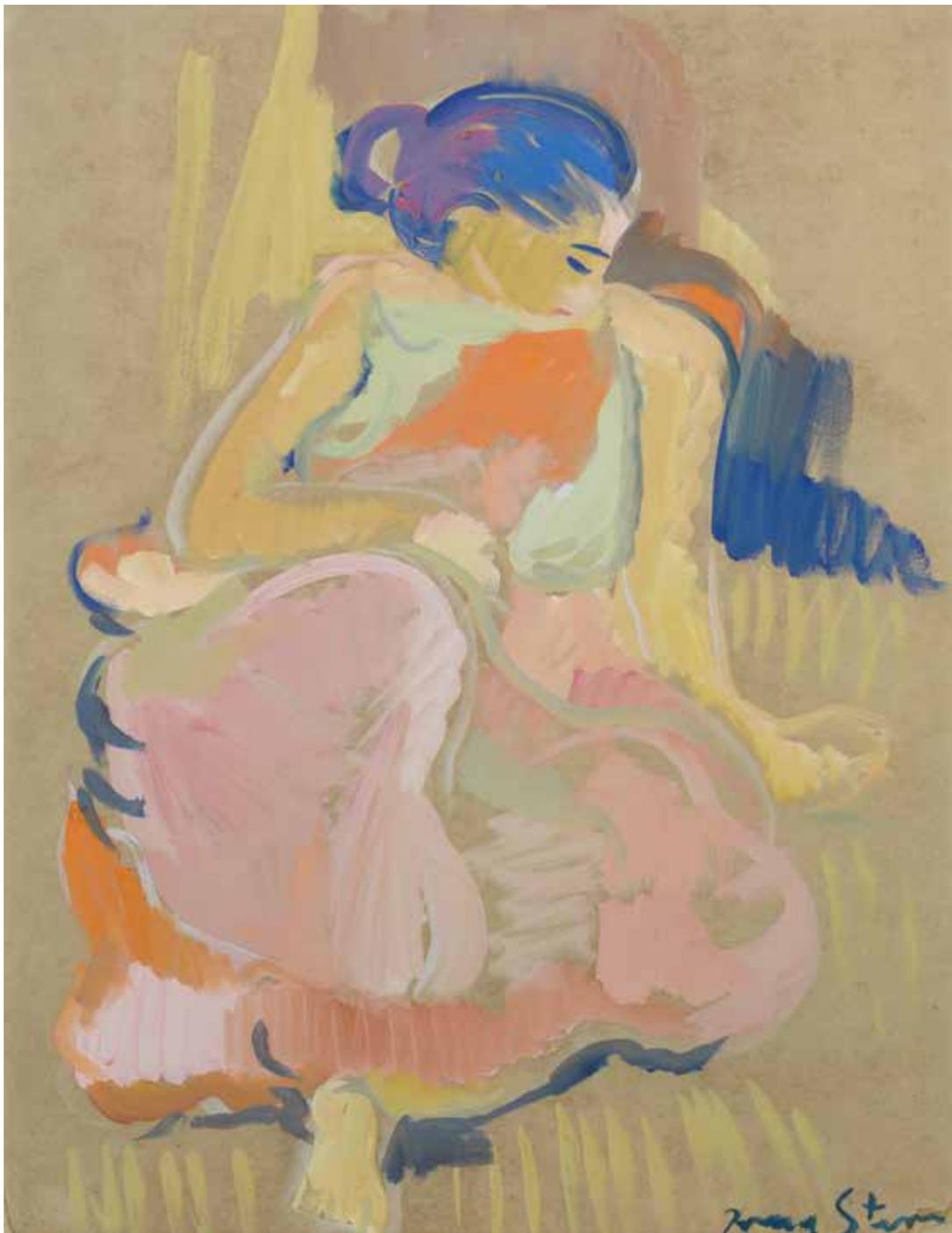
"(His paintings) search with earnest devotion into the true face and nature and expression of every one of those landscapes, from the nearly domesticated countryside at the Cape to the barbaric pre-historic baobab-veld of the Northern Transvaal" (Grosskopf, p.16)

Pierneef's deliberate and thoughtful compositions reveal his profound belief in the social impact of art. Lectures that he gave during this period highlight the benefits of contemplating a balanced and harmonious composition. His self-imposed mission was to lead his fellow South Africans towards an appreciation of art and beauty.

**Bibliography**

J.F.W. Grosskopf, *Hendrik Pierneef: The Man and his Work*, (Pretoria, 1947), pp.15-16.





62

**IRMA STERN (SOUTH AFRICAN, 1894-1966)**

Reclining woman wearing a pink dress  
signed and dated 'Irma Stern' (lower right)

gouache

60 x 46cm (23 9/16 x 18 1/16in).

£10,000 - 15,000

US\$12,000 - 19,000

€12,000 - 17,000

**Provenance**

Acquired from the artist by the surgeon Dr George Sachs circa 1950.  
Gifted to the current owner, circa 1970.



63

**EDOARDO VILLA (SOUTH AFRICAN, 1920-2011)**

Reclining nude

signed, dated and numbered 'E.VILLA 1968/ 4/6'

bronze, edition 4/6

20 x 14 x 27cm (7 7/8 x 5 1/2 x 10 5/8in) excluding base.

£4,000 - 6,000

US\$5,000 - 7,500

€4,700 - 7,000

**Provenance**

Purchased from Egon Günther Gallery, Johannesburg, 1969.

Private collection, UK.



64

**STELLA SHAWZIN (SOUTH AFRICAN, BORN 1920)**

Reclining female nude

white Carrera marble

31 x 90 x 46cm (12 3/16 x 35 7/16 x 18 1/8in).

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000

"I have always found the female figure fascinating, the image in my mind has already been simplified before I start. No complicated bulging muscles, but gentle flowing curves. My figures, although reclining, are not static but full of movement. I use the suggestion of drapes to reveal the sinuous quality of inner muscular tensions. I emphasize these curves using the natural flow of line and direction." (Shawzin)

Her sculptures are not mimetic; Shawzin wishes to communicate her emotional reactions to her subjects rather than naturalistic representations:

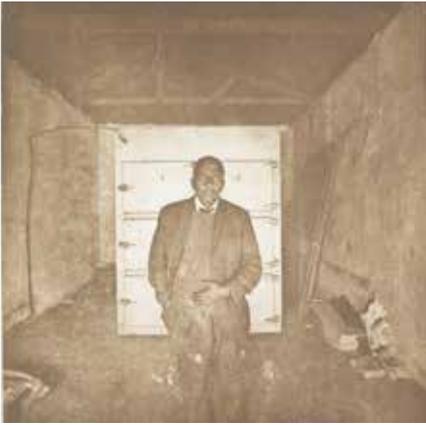
"A face that is featureless can be, through the tilt of the head, as expressive as a face with features and have more impact because the simplification avoids distraction...It is in the form that I try to convey the inner tensions and feelings I wish to portray in each particular piece."

The anonymity of the figures lend Shawzin's sculptures universal relevance. Elevated above the preoccupations of the present moment, her works have a timeless appeal. The featureless faces necessarily engage the viewer in the creative process; denied the conventional indicators of expression, we are encouraged to supply our own meanings.

**Bibliography**

Lord St John of Fawsley and Prof. V.T Wechter, *Stella Shawzin Recent Sculpture*, (1994), pp.6-7.

Stella Shawzin, Artist's Statement as quoted on website <http://www.stellashawzin.co.uk/press.php>



65

**DAVID GOLDBLATT (SOUTH AFRICAN, BORN 1930)**

Untitled (portrait of a man); including the original negative and six prints  
one inscribed 'Plaat I' in pencil (lower centre), the others inscribed  
'Zwart, sepia & bistre' in pencil (verso)  
original negative and prints in black, sepia and bistre  
*plate size 30 x 24cm (11 13/16 x 9 7/16in).*  
unframed  
(7)

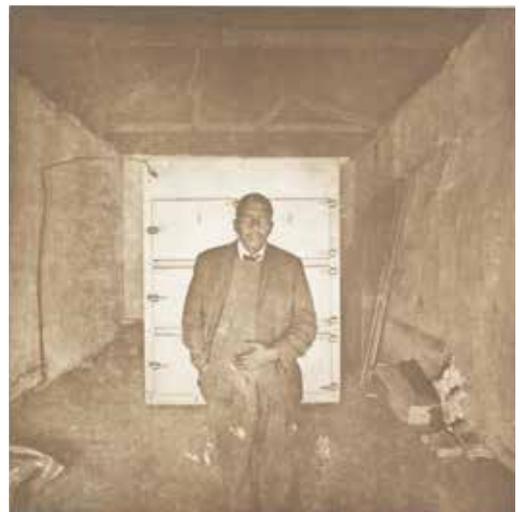
£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800

**Provenance**

Private collection, UK.



66\*

**ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)**

'Susannah and the Elders'

signed, titled and dated 2007/8 (verso)

oil over graphite and charcoal on canvas

60 x 60cm (23 5/8 x 23 5/8in).

£20,000 - 30,000

US\$25,000 - 37,000

€23,000 - 35,000

**Provenance**

Private collection, South Africa.

The subject for *Susannah and the Elders* is taken from the Old Testament Apocrypha. It tells the story of a young Jewish woman, Susannah, whose beauty has aroused the lust of two elders in the community. One day whilst bathing in her husband's garden, she is propositioned by the two men. Knowing her virtuous character, the elders threaten to accuse her of adultery if she does not sleep with them. She refuses, and is publicly denounced. The false charge results in a death sentence. However, just as she is about to be stoned, Daniel - the future prophet - identifies a discrepancy in the two men's stories. Their charge is revealed to be a lie, and Susannah is exonerated.

The narrative has inspired artists since the 15th century. The subject lends itself to visual representation, offering an opportunity to depict a beautiful female nude. Over the centuries, artists have presented Susannah as a modest victim of male lechery or as a seductress, soliciting the elders' gaze. The single constant is Susannah's beauty.

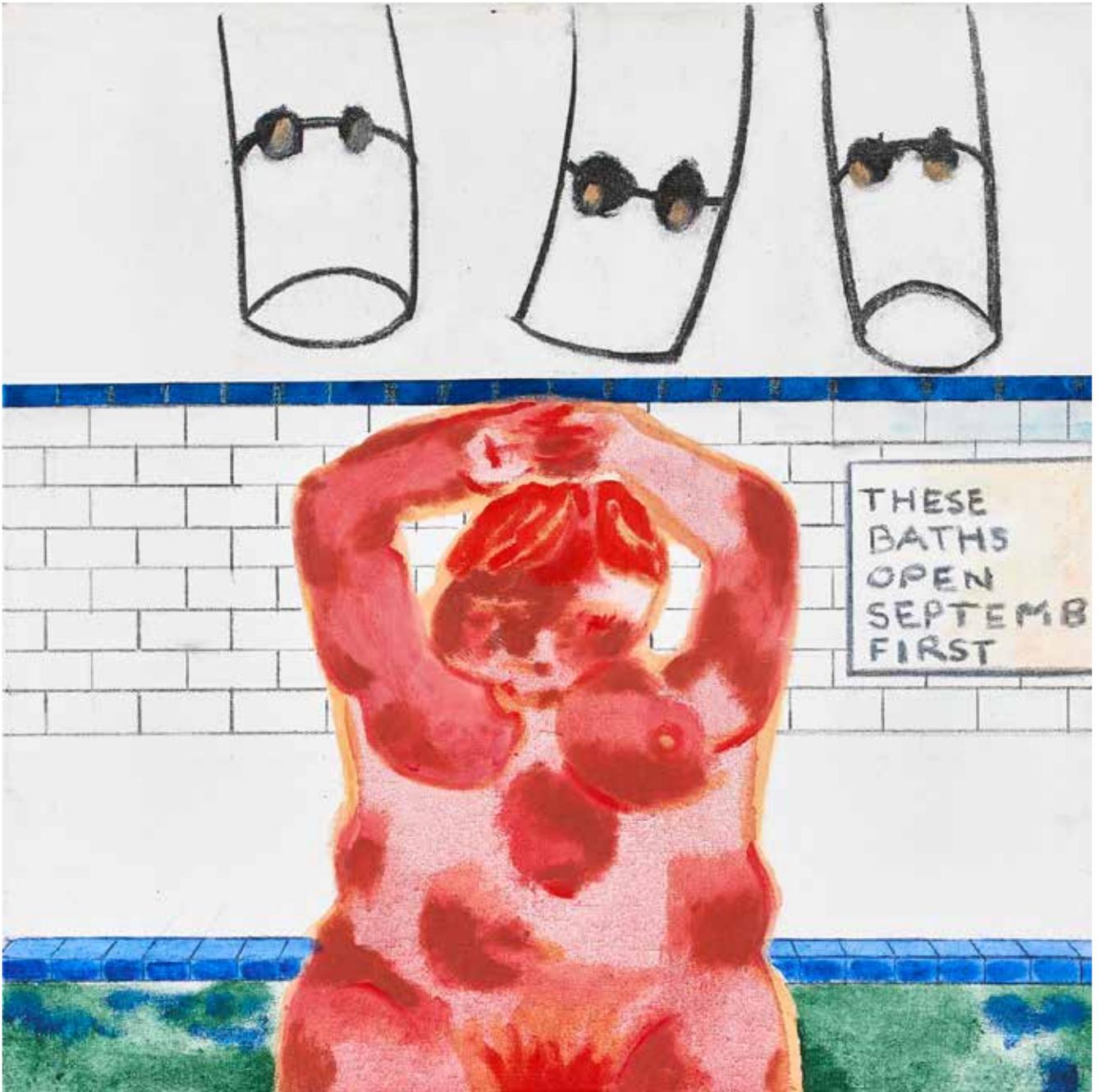
Hodgins's painting upsets this tradition. She is not shy or coy, making no attempt to cover her nakedness. Her arms are raised above her head in a casual stretch. Her impassive facial expression suggests that if she knows she is being watched, she is indifferent. Although nude, she is not sexually objectified as in previous renditions. Her fleshy form does not conform to the conventional ideal of beauty; she is a real woman.

The elders in this work do not appear to pose any real threat. Hodgins has reduced them to mere caricatures, stick figures in black and white. Their dark glasses add a comic element, but also undermine their status as voyeurs; even their sight is deficient.

There is humour too in Susannah's situation. The sign in the background reveals that the baths are not yet open and ready for use. Susannah is free and easy in her wrong-doing. Her relaxed posture indicates her devil may care attitude. She is certainly not the innocent victim of the Apocrypha.

**Bibliography**

Atkinson et al, *Robert Hodgins*, (Cape Town, 2002), pp.42-51.





67

**NORMAN CLIVE CATHERINE (SOUTH AFRICAN, BORN 1949)**

Checkmate

signed 'N. CATHERINE' (lower left); inscribed 'CHECKMATE' (verso)

acrylic and flattened metal cans on board

75 x 75cm (29 1/2 x 29 1/2in).

in artist's frame.

£10,000 - 15,000

US\$12,000 - 19,000

€12,000 - 17,000

**Provenance**

Acquired directly from the artist, circa 2007.

Private collection, UK.



68\*

**LUCAS TANDOKWAZI SITHOLE (SOUTH AFRICAN, 1931-1994)**

'Oh Lord, give us the power and grace (peace) to bring up our children!' (1988)

signed 'L.T. SITHOLE' (to back of head)

indigenous wood from Zululand

66 x 29 x 29cm (26 x 11 7/16 x 11 7/16in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,200 - 12,000

**Provenance**

Purchased by current owner at Gallery 21, Johannesburg, circa 1989.

**Exhibited**

Johannesburg, Gallery 21, 1988, cat. no. X10.

Pretoria, SA Association of Arts, 1989, cat. no. X08.

**Literature**

Gallery 21, Johannesburg - Lucas Sithole invitation card - Oct. 1988, ill.

Bona, Durban - March 1989, ill. (in colour with Lucas Sithole)

*Pretoria News*, (Pretoria, 24.10.1989), ill.

*Our Art4 Ons Kuns* (Pretoria, 1993), illustrated p.185.

The present lot is listed on Fernand Haeggi's online catalogue raisonne ([www.sithole.com](http://www.sithole.com)) as LS8803.

**Bibliography**

*Lucas SITHOLE 1931 - 1994: Highlights 1966-1993* (2015) illustrated pp.162/163





70

69  
**IRMA STERN (SOUTH AFRICAN, 1894-1966)**  
 Portrait of a Watussi lady  
 signed 'Irma Stern/ 1942' (upper left)  
 charcoal on paper  
 62.5 x 45.5cm (24 5/8 x 17 15/16in).

£7,000 - 10,000  
 US\$8,700 - 12,000  
 €8,200 - 12,000

**Provenance**  
 Acquired by private collector in Cape Town, circa 1950.  
 Thence by direct descent to current owner, 2002.

70  
**IRMA STERN (SOUTH AFRICAN, 1894-1966)**  
 Madeira Rooftops  
 signed and dated 'Irma Stern 1931' (lower right)  
 gouache  
 37.5 x 49cm (14 3/4 x 19 5/16in).

£20,000 - 25,000  
 US\$25,000 - 31,000  
 €23,000 - 29,000

**Provenance**  
 The collection of Mr and Mrs Michael Berger of Kenilworth.  
 Thence by descent to the current owner.

71

**JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)**

Baobab Tree

signed 'Pierneef.' (lower left)

oil on board

49.5 x 59cm (19 1/2 x 23 1/4in).

**£30,000 - 40,000**

**US\$37,000 - 50,000**

**€35,000 - 47,000**

Pierneef had a deep love for the veld landscape, and made numerous sketches and paintings of the indigenous trees.

The current lot bears a striking similarity to another painting titled *Baobab Tree* that is illustrated in *Stephan Welz: Art at Auction in South Africa 1969-1989*, (Johannesburg, 1989) p.62. This work is dated 1946, making it likely that the present painting was also executed in this period.

Pierneef exhibited at the Maskew Miller Gallery in Cape Town in 1947. Of the thirty-nine paintings displayed, at least ten had a tree as its main subject: *'Die wit boom - Laeveld'*, *'Doringboom - Bosveld'*, *'Hardekoolbome'*, *'Kremetartboom'*, *'Herfswitgers'*, *'Die gebroke tak'*, *'Rooibosboom'*, *'Harpuisboom'*, *'Wilde Akasia'*, *'Bome en wolke'*.

The paintings of the baobab are the most visually arresting of all the artist's tree studies. In the current lot, the majestic tree dominates the landscape; it stands proudly at the centre of the work, dwarfing the neighbouring trees. This composition is drawn from an earlier rendition of the subject. Executed in 1934, this painting entitled *The Baobab Tree*, was one of the four oils that Pierneef chose to exhibit when he was selected to take part in the Overseas Exhibition of South African Painting and Sculpture at the Tate Gallery, London in 1948. Contemporary critics who reviewed the exhibition were greatly impressed by the quality of Pierneef's work, and hailed him "the doyen of South African painting".

**Bibliography**

P.G. Nel, *JH Pierneef: His life and his work*, (Cape Town, 1990).

W. van Rensburg ed., *A Space for Landscape: The work of JH Pierneef*, Standard Bank Gallery exhibition catalogue, (Johannesburg, 2015).



71



72

**MAURICE CHARLES LOUIS VAN ESSCHE (SOUTH AFRICAN, 1906-1977)**

Femme enceinte (Pregnant woman)

signed 'van essche/ 69' (upper right); inscribed 'Femme enceinte/ Coloured girl standing', bears Petit Palais exhibition label (verso)  
oil on board

59.5 x 39.5cm (23 7/16 x 15 9/16in).

£6,000 - 9,000

US\$7,500 - 11,000

€7,000 - 10,000

**Provenance**

Private collection.



73\*

**MAURICE CHARLES LOUIS VAN ESSCHE (SOUTH AFRICAN, 1906-1977)**

Portrait of Mrs Idy Stern

signed 'van essche' (lower left)

oil on canvas

61 x 81cm (24 x 31 7/8in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800

**Provenance**

Purchased from the artist by Mr and Mrs Stern in South Africa, circa 1947.

Thence by descent to the current owner.

The Sterns were forced to flee their home in Paris when the Nazis occupied the city in 1940. They escaped France, crossing the border into Spain and then on to Portugal, where they caught a boat from Lisbon to Mozambique. They arrived in South Africa in 1941.

Erudite and well-travelled, the couple were welcomed into South Africa's art circles. Maurice van Essche was a great friend and frequently visited their home in the 1940s and 50s. Idy possessed many talents: she was fluent in six languages and a consummate musician. This portrait is testament to van Essche's respect and affection for a remarkable woman.



74

**SYDNEY ALEX KUMALO (SOUTH AFRICAN, 1935-1988)**

Seated female nude

bronze

29 x 19 x 18cm (11 7/16 x 7 1/2 x 7 1/16in) excluding base.

£4,000 - 6,000

US\$5,000 - 7,500

€4,700 - 7,000

**Provenance**

Private collection, UK.



75

**WILLIAM JOSEPH KENTRIDGE (SOUTH AFRICAN, BORN 1955)**

Studio Portrait

signed 'W Kentridge' in pencil (lower right) and inscribed 'E.A.' (lower left)

colour silkscreen

93 x 65.5 cm (36 5/8 x 25 13/16in) image size.

£4,000 - 6,000

US\$5,000 - 7,500

€4,700 - 7,000



76

**WILLIAM JOSEPH KENTRIDGE (SOUTH AFRICAN, BORN 1955)**

*Bird Catching* (2006)  
 signed 'W Kentridge' (in pencil lower right)  
 aquatint and drypoint on paper, edition of 18  
 49 x 49cm (19 5/16 x 19 5/16in).

£4,000 - 6,000  
 US\$5,000 - 7,500  
 €4,700 - 7,000

**Provenance**

Purchased from the Goodman Gallery Cape, Cape Town, in 2007.  
 Private collection, UK.

**Literature**

K. McCrickard, 'I am the Bird Catcher', *William Kentridge: Flute*,  
 (Johannesburg, 2007), illustrated p.128.

Kentridge became preoccupied with the bird motif whilst working on his production of Mozart's *Magic Flute* in 2005. The character of Papageno, the birdcatcher, is central to the opera's narrative. A comic and clumsy figure, he provides light relief, but also offers some of the most touching moments. His dream of finding a wife is finally realised at the end of the opera when he is united with his equally flighty soul mate, Papagena.

In his production, Kentridge portrays Papageno as a highly personable figure, surrounded by his flock of doves. When sketching the character, the artist incorporated many of his own features.

Kentridge returned to the subject of the bird catcher in 2006 with a suite of ten prints, titled *Bird Catching*, published in an edition of 18.

Another edition can be found in the Doris and Donald Fisher Collection at the San Francisco Museum of Modern Art.

**Bibliography**

K. McCrickard, 'I am the Bird Catcher', *William Kentridge: Flute*,  
 (Johannesburg, 2007), pp.128-138.



77

**ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975)**

Santorini

signed and dated 'PRELLER '69' (lower right); inscribed 'GREEK ISLAND: SANTORINI/ A/R.B. 589' (verso)

oil on panel

*11 x 17cm (4 5/16 x 6 11/16in).*

£5,000 - 8,000

US\$6,200 - 9,900

€5,800 - 9,300

**Provenance**

Private collection, UK.



78

**JOHN MEYER (SOUTH AFRICAN, BORN 1942)**

North of Galway

signed 'John Meyer' (lower left); inscribed 'North of Galway 8904 ©

JMeyer' (verso)

oil on canvas laid to board

46 x 61cm (18 1/8 x 24in).

£5,000 - 7,000

US\$6,200 - 8,700

€5,800 - 8,200

**Provenance**

Private collection, Canada.



79

**IRMA STERN (SOUTH AFRICAN, 1894-1966) UNTITLED, 1951-52**

Two women; Robed figures (2)

the first signed and dated 'Irma Stern/ 1958' (upper left); the second

signed and dated 'Irma Stern/ 1951' (lower right)

gouache and pencil on paper

27 x 34.5cm (10 5/8 x 13 9/16in); 28.5 x 41.5cm (11 1/4 x 16 5/16in)

(2)

£5,000 - 7,000

US\$6,200 - 8,700

€5,800 - 8,200

Irma Stern was travelling in Spain in late 1950s and early 1960s. These gouaches were most likely studies of the local residents.



80

**ANTON SMIT (SOUTH AFRICAN, BORN 1954)**

Reclining nude  
signed and dated 'Anton Maart 1997' (to left hand side of base)  
concrete

15 x 71 x 24cm (5 7/8 x 27 15/16 x 9 7/16in).

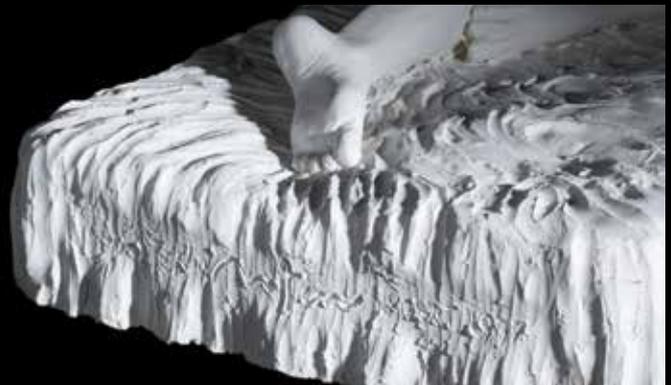
£2,000 - 3,000

US\$2,500 - 3,700

€2,300 - 3,500

**Provenance**

Purchased directly from the artist.  
Private collection, Canada.





80

**ANTON SMIT (SOUTH AFRICAN, BORN 1954)**

Reclining nude  
signed and dated 'Anton Maart 1997' (to left hand side of base)  
concrete

15 x 71 x 24cm (5 7/8 x 27 15/16 x 9 7/16in).

£2,000 - 3,000

US\$2,500 - 3,700

€2,300 - 3,500

**Provenance**

Purchased directly from the artist.  
Private collection, Canada.





81

**JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)**

Pienaars Rivier

signed and dated 'Pierneef.42' (lower left)

oil on board

41 x 57cm (16 1/8 x 22 7/16in).

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000



82<sup>TP</sup>

**KAREL ANTHONY NEL (SOUTH AFRICAN, BORN 1955)**

Folded World

titled, signed and dated 'Folded World/ Karel Nel/ 2005' (lower right);

bears Art First Contemporary Art exhibition label (verso)

charcoal and pastel

180 x 180cm (70 7/8 x 70 7/8in).

£10,000 - 15,000

US\$12,000 - 19,000

€12,000 - 17,000

**Provenance**

Private collection.

83

**IRMA STERN (SOUTH AFRICAN, 1894-1966)**

Harvesters

signed and dated 'Irma Stern/ 1955' (lower right)

oil on canvas

68.5 x 61cm (26 15/16 x 24in).

£70,000 - 100,000

US\$87,000 - 120,000

€82,000 - 120,000

**Provenance**

Private collection.

During the Second World War, Stern had been forced to confine her travels to the African continent. Between 1939 and 1945, she made multiple trips to Zanzibar and the Congo. Visiting new environments and observing different communities had always been a source of artistic inspiration. Perhaps unsurprisingly her enthusiasm for depicting African subjects had waned by the 1950s. In an interview in 1953, she even expressed an element of discomfort with her earlier tramping grounds:

“On my painting tour in the Transkei a few months ago I found things had changed since my earlier visits - perhaps the change lay in the natives, perhaps in myself. But the old ease of communication had gone” (*Cape Argus*, 1953).

After the war came to an end, Stern was free to expand her travels and relieve her feelings of disillusionment and suffocation. In 1950, she embarked on a tour of Europe that included visits to Madeira, Lisbon, Madrid, Monaco, Venice, Geneva, Paris and London.

The letters that she wrote to her friends Richard and Freda Feldman in this period clearly communicate that she viewed her house in South Africa as a “jail”, from which she liberated by her European excursions (letter to Richard Feldman, dated September 1957).

In 1955, Stern travelled to Turkey. It is likely that the current lot was inspired by her experience of watching Turkish women harvesting bulrushes and reeds. The harvesters's headscarves and distinctive technique of gathering the rushes are consistent with photographs taken in the 1950s.

During the last decade of her life, the artist returned to the subject of the harvest time and again, depicting field workers, grape harvesters, fishermen, pimento gathers and tomato pickers. It is interesting that as her life was nearing its end, Stern found images of fecundity and fertility increasingly appealing. The significance of these harvesters is not their individual identity, but the dynamism of their collective endeavour. Marion Arnold has aptly described these late works thus:

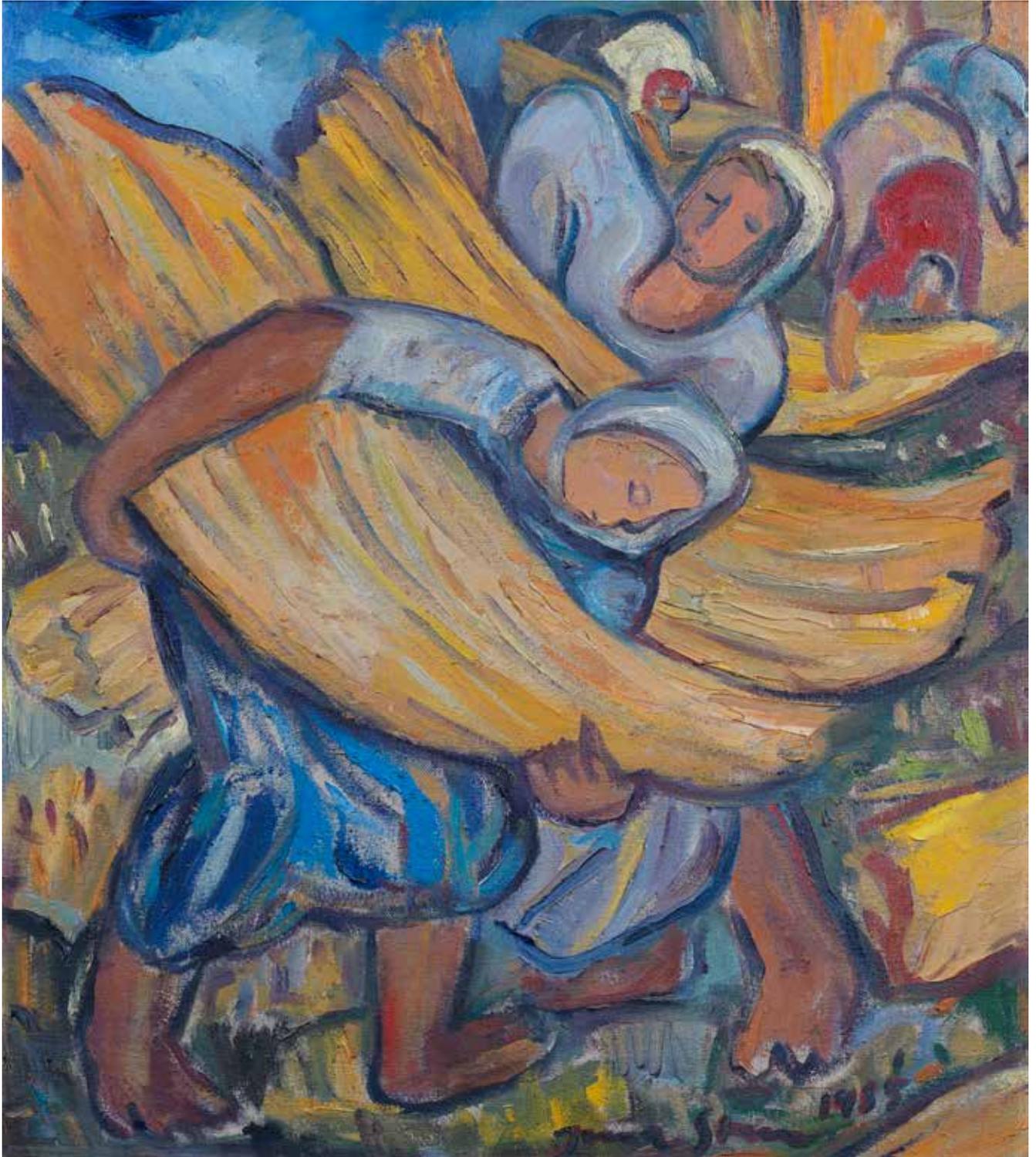
“(Stern) creates a design of robust, rhythmic figures, devoid of personal identity and rendered as components of nature, not as paid labourers.”

**Bibliography**

M. Arnold, *Irma Stern: A Feast for the Eye*, (Cape Town, 1995), p.41.

A. Lewis, 'The life of Irma Stern', in *Brushing up on Stern: featuring works from the permanent collection of the Iziko South African National Gallery*, (Cape Town, 2015), pp.38-41.

M. Berman, *Remembering Irma. Irma Stern: a memoir with letters*, (Cape Town, 2003), pp.138-140.





84

**STELLA SHAWZIN (SOUTH AFRICAN, BORN 1920)**

Horse

bronze

73 x 79 x 28cm (28 3/4 x 31 1/8 x 11in).

£4,000 - 6,000

US\$5,000 - 7,500

€4,700 - 7,000

Stella Shawzin has been a leading figure in contemporary South African sculpture for over four decades. An autodidact, she established her own foundry on her farm in Constantia, Cape Town, where she conducts her own casting, welding, polishing and patination.

**Bibliography**

Prof. V. Wechter, *Stella Shawzin: Recent sculpture*, (New York, 1994).



85

**LIONEL SMIT (SOUTH AFRICAN, BORN 1982)**

Orange profile  
signed and dated 'Lionel Smit/ 2015' (lower right)  
oil on canvas  
120 x 100cm (47 1/4 x 39 3/8in).

£5,000 - 8,000  
US\$6,200 - 9,900  
€5,800 - 9,300

**Provenance**

Private collection, Netherlands.

Lionel Smit was born in Pretoria in 1982. The son of renowned sculptor, Anton Smit, Lionel was exposed to art from an early age. His formal training began when he enrolled at the Pro Arte school of arts in 1996.

Following his graduation in 2000, Smit has exhibited extensively both in South Africa and abroad. His artworks can be found in a number of institutional collections, including Standard Chartered Bank, Rand Merchant Bank and Delaire Wine Estate.

86

**SYDNEY ALEX KUMALO (SOUTH AFRICAN, 1935-1988)**

Kneeling Woman

signed 'S.KUMALO/ 11/X' (lower edge of figure's garment); bears label inscribed with artist's name, title and edition number (underside of base)

bronze, cast 2/10

34 x 13 x 13cm (13 3/8 x 5 1/8 x 5 1/8in) excluding base.

£4,000 - 6,000

US\$5,000 - 7,500

€4,700 - 7,000

**Provenance**

Purchased from Egon Günther Gallery, Johannesburg, 1968.  
Private collection, UK.



87

**LUCAS TANDOKWAZI SITHOLE (SOUTH AFRICAN, 1931-1994)**

'Mother and child' ('Madonna and child'), 1978

signed 'L.T.SITHOLE' (to base)

tambotie wood

124 x 14 x 21cm (48 13/16 x 5 1/2 x 8 1/4in) including base.

£6,000 - 9,000

US\$7,500 - 11,000

€7,000 - 10,000

**Provenance**

Gallery 21, Johannesburg.

Private Collection, Munich, 1980.

**Literature**

F. Haenggi, *Lucas Sithole 1958-1979* (Johannesburg, 1979) LS 7815, p. 233.

Born to a Zulu priest and Swazi mother in 1931, Lucas Sithole spent his formative years in Kwa-Thema in the Transvaal. He studied for a year at the Polly Street Art Centre under the instruction of the well-known artist Cecil Skotnes, before establishing his own studio.

The present lot was originally commissioned in 1978 for the St. Augustus Anglican Church in Thaba 'Nchu, Lesotho. Sithole's wooden figures draw on Skotnes's teachings, fusing elements of indigenous African sculpture with European art traditions. His elongated *Mother and child* demonstrates the typical anatomical distortion of much African carving. Historically such figures had been created for ritualistic purposes; they were valued for their spiritual potency, not verisimilitude. However, as art historian E.J. de Jager has commented, the elongation and strong vertical emphasis of Sithole's work is also suggestive of early Gothic art found in the Christian West.

Both influences lend his wooden sculptures a sacred aura, "a transcendental quality" enhanced by their polished finish. The undulations of the mother's figure simultaneously catch and reflect the light, whilst communicating her fertility. This woman, through Sithole's art, has been elevated from the quotidian to the universal. She is, of course, the Madonna, motherhood personified.

Sithole returned to the mother and child theme a number of times in the late 1960s and early 70s (listed as LS6807, LS6903, LS7003 on the Haenggi Foundation's database). However, the physical proximity of the mother and child's faces, and her tender downcast gaze, make the present lot unique within his oeuvre.

The present lot is listed on Fernand Haenggi's online *catalogue raisonné* ([www.sithole.com](http://www.sithole.com)) as LS 7815.

We are grateful to Fernand Haenggi for his assistance in cataloguing this lot.

**Bibliography**

F.F. Haenggi, *Lucas Sithole 1958-1979: A pictorial review of Africa's major black sculptor*, (Johannesburg, 1979) pp. 65, 71, 85.

E.J. de Jager, *Images of Man: Contemporary South African Black Art and Artists*, (Fort Hare, 1992) pp. 120-121.



88\*

**WILLIAM JOSEPH KENTRIDGE (SOUTH AFRICAN, BORN 1955)**  
'4 Films: Soho Eckstein'

1. Johannesburg - Second Greatest City after Paris, 1989 (8 mins, 2 secs)
2. Monument, 1990 (3 mins, 11 secs)
3. Mine, 1991 (5 mins, 49 secs)
4. Sobriety, Obesity and Growing Old, 1991 (8 mins, 15 secs)

cassette sleeve signed 'W Kentridge' in pencil (upper right)  
VHS cassette, produced 1993; 25 minutes, 32 seconds in duration

£3,000 - 5,000  
US\$3,700 - 6,200  
€3,500 - 5,800

**Provenance**

Purchased at the Kaycee Olsen Gallery, Los Angeles.  
Private collection, USA.

**Literature**

D. Cameron, C. Christov-Bakargiev, J. Coetzee, ed., *William Kentridge*, New York, 1999, pp.51-65, 115-119.

Kentridge produced a series of short films between 1989 and 1996. The first sequence, titled *Johannesburg - Second Greatest City After Paris*, introduces the central character, Soho Eckstein. Eckstein, the founder of a mining town on the outskirts of Johannesburg, is a wealthy man, but also ruthless and calculating. He appears to be indifferent to the needs of his wife and the well-being of his workers. His soullessness is echoed by the aridity of the surrounding landscape. The desolate grey urban sprawl forces the viewer to acknowledge the way the industrialists have exploited the country's natural resources for their own material gain, regardless of the consequences.

Kentridge metes out social justice on Eckstein. Ruthless ambition has brought him financial success, but it is also his undoing. His cold attitude to his wife encourages her to find comfort in the arms of another man, Felix Teitlebaum; the exploited miners begin to protest against their poor working conditions.

The second animated film, *Monument* (1990), follows Eckstein's efforts to erect a monument to the South African labour force. What is ostensibly an act of civic benevolence is revealed to be another act of self-interest. Eckstein is seeking to pacify his discontented workers with a grand but ultimately meaningless gesture. As with the first film, Soho's attempts to aggrandize himself backfire, as the monumental statue of an anonymous labourer comes to life at the unveiling.

However, these films are not simple morality tales. Kentridge imbues his central character with many of his own attributes. White, Jewish, middle-class, Kentridge feels a deep ambivalence towards his privileged social position. In this context, the monument becomes an expression of the artist's unconscious guilt.

*Mine* (1991), the third film sequence, reveals Kentridge's technical mastery of the medium. The scenes shift back and forth between Eckstein's private world and the daily life of his workers. Soho's self-indulgence is starkly contrasted by the miners' deprivation. The miserable, gritty conditions are communicated in a few sketches; the downward thrust of Eckstein plunging his freshly brewed coffee is transformed into a rapid descent into the subterranean network of mine shafts.

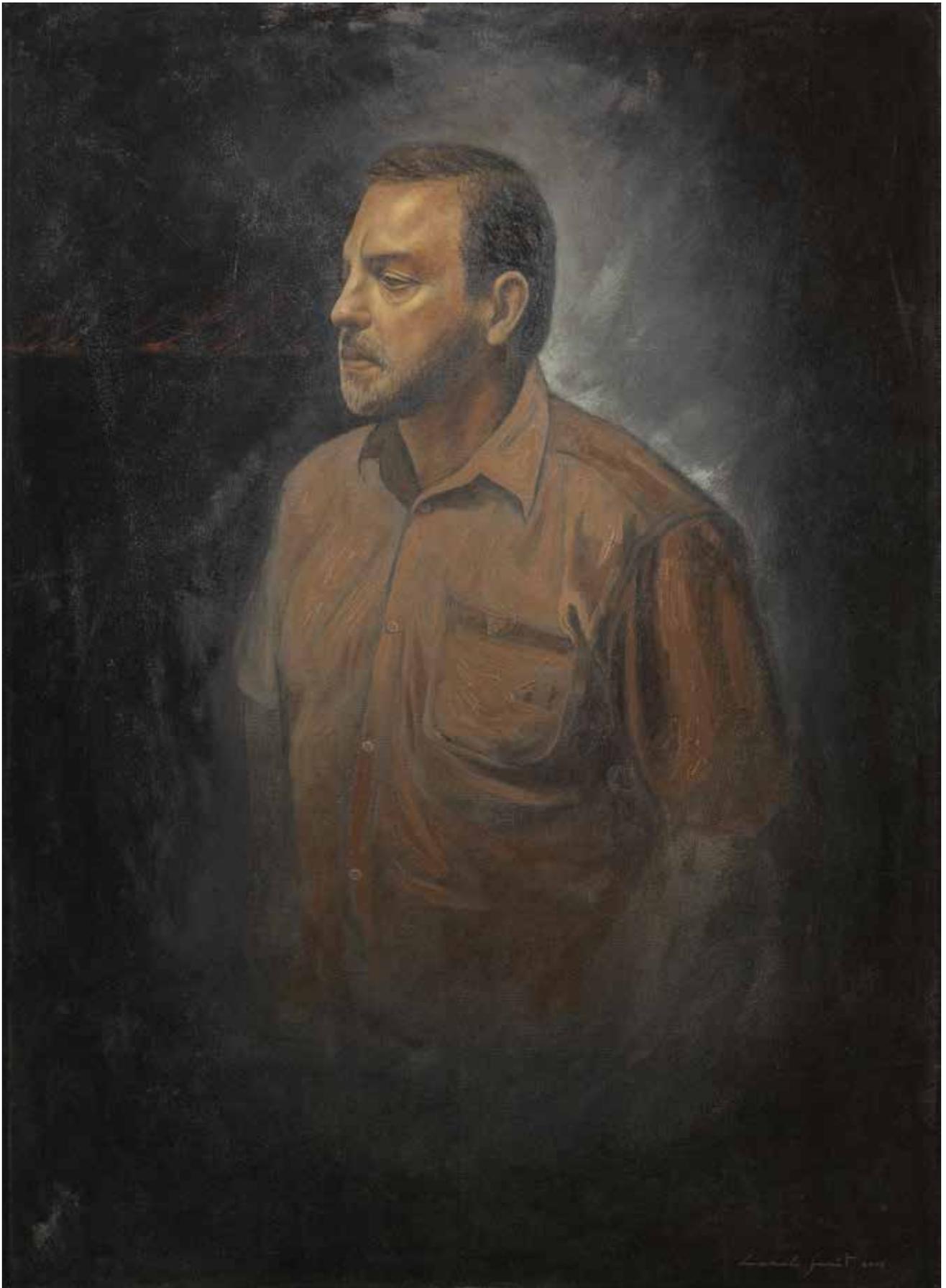
The fourth film, *Sobriety, Obesity & Growing Old* (1991), continues to explore the dynamic between individual responsibility and the collective struggle for power. The opening scene shows a landscape filling with protesters, before shifting perspective to Eckstein's office. On his desk, a photograph of Mrs Eckstein becomes a tableau of she and Felix making love. Soho's professional and personal interests are in a state of emergency. On the brink of losing everything, he experiences a transformation; the greedy industrialist retrieves his moral compass.

Drawing is fundamental to Kentridge's film-making. The scenes are created from minute changes made to a single sketch, which have been captured a few frames at a time by a 16mm film camera.

**Bibliography**

D. Cameron, C. Christov-Bakargiev, J. Coetzee, ed., *William Kentridge*, (New York, 1999), pp.51-65, 115-119.







90

89

**LIONEL SMIT (SOUTH AFRICAN, BORN 1982)**

'My dear father'  
signed and dated 'Lionel Smit 2003' (lower right); signed and dated  
(verso)  
oil on canvas  
110 x 81cm (43 5/16 x 31 7/8in).

£4,000 - 6,000  
US\$5,000 - 7,500  
€4,700 - 7,000

**Provenance**

Purchased directly from the artist.  
Private collection, Canada.

90

**LIONEL SMIT (SOUTH AFRICAN, BORN 1982)**

Portrait of a young woman  
signed and dated 'Lionel Smit 2015' (lower right)  
oil on canvas  
79 x 79.5cm (31 1/8 x 31 5/16in).

£4,000 - 6,000  
US\$5,000 - 7,500  
€4,700 - 7,000

**Provenance**

Purchased at Stephan Welz and Co, Cape Town.  
Private collection, Canada.

A great friend of Anton Smit, the current owner commissioned this portrait from Lionel in 2003. The painting depicts the famous sculptor gazing thoughtfully into the distance. A veld fire burns in the background, symbolizing the struggles Anton faced pursuing a career as an artist.



91\*

**GREGOIRE JOHANNES BOONZAIER**  
**(SOUTH AFRICAN, 1909-2005)**

'Poudakkies (Windswept trees)'  
 signed and dated 'Gregoire/ 1962' (lower left)  
 oil on panel  
 30.5 x 50.8cm (12 x 20in).

£3,000 - 5,000  
 US\$3,700 - 6,200  
 €3,500 - 5,800

**Provenance**

Adler Gallery, Johannesburg.  
 Private collection.

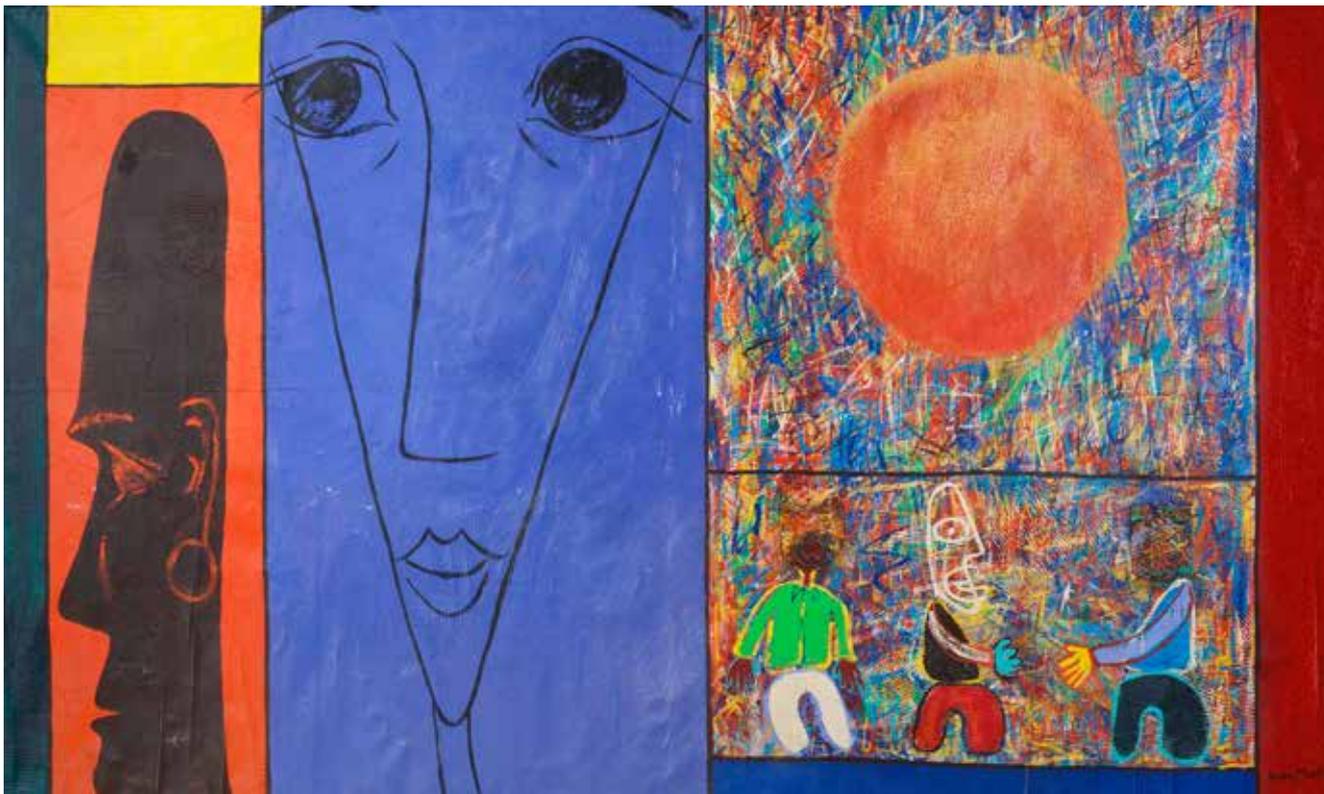
92

**STELLA SHAWZIN (SOUTH AFRICAN,**  
**BORN 1920)**

Mother and child  
 initialed 'S.S.' (to bottom edge); numbered 44  
 (to underside)  
 green patinated bronze  
 16 x 21 x 11cm (6 5/16 x 8 1/4 x 4 5/16in).

£3,000 - 5,000  
 US\$3,700 - 6,200  
 €3,500 - 5,800





93<sup>TP</sup>

**VELAPHI MZIMBA (SOUTH AFRICAN, BORN 1959)**

*New Dawn*

signed and dated 'Velaphi Mzimba/ 94' (lower right); numbered and titled 'no.4 New Dawn' (verso)

oil and flattened aluminium canvas on canvas  
 128 x 216cm (50 3/8 x 85 1/16in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800

**Provenance**

Private collection, UK.

**Exhibited**

Johannesburg, Natalie Knight Gallery, *Unity from Diversity*, 1994.

Born in Soweto in 1959, Velaphi Mzimba studied at the Johannesburg Art Foundation from 1978 to 1980.

Although a fervent opponent of the apartheid regime, Mzimba's paintings are not characterized by anger or resentment. Executed in 1994, following the ANC's success in South Africa's first democratic elections, *New Dawn* communicates the artist's hopes for the country's political landscape. The vibrant colour palette of blue, red and yellow convey an infectious optimism. The three figures in the lower right corner are extending their hands to one another, symbolizing the reintegration of the country's black and white population.

*New Dawn* was painted for the artist's solo exhibition at the Natalie Knight Gallery in Johannesburg. It was subsequently displayed at the World Trade Centre's exhibition in Toronto, *Windows on the New South Africa*.



94

**SYDNEY ALEX KUMALO (SOUTH AFRICAN, 1935-1988)**

Mother and child

bronze

edition of 10.

38 x 11 x 10cm (14 15/16 x 4 5/16 x 3 15/16in).

£4,000 - 6,000

US\$5,000 - 7,500

€4,700 - 7,000

**Provenance**

Purchased through Rose Korber, Cape Town, in 2007.

Private collection, UK.

This sculpture was cast in an edition of 10 by Fiorini and Carney Foundry, London, in 1966.



95

**DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)**

Walking Lion Maquette II

signed and numbered 'Dylan Lewis/ 7/15 / S177' and bears SCS foundry mark (to right side of base)

bronze, edition 7 of 15

28 x 51.5 x 8.5cm (11 x 20 1/4 x 3 3/8in).

**£8,000 - 12,000**

**US\$9,900 - 15,000**

**€9,300 - 14,000**

Dylan Lewis is widely considered South Africa's preeminent sculptor of the animal form. The big cat is a subject he has returned to time and again over the decades, yet with each re-examination an original form is born. The lithe, muscular bodies of his recent cat sculptures possess the same dynamism as those he produced in his early career.

The big cat motif was originally employed by Lewis as a symbol of the wilderness, an animal perfectly adapted to its harsh and often unforgiving habitat. As a young boy, Lewis was captivated by such landscapes in his native South Africa. The rugged rock formations and dramatic mountain ranges of Stellenbosch enthralled his imagination. Sculpting the predators that inhabited this landscape became a way of expressing desire for adventure, and remain a key artistic inspiration to Lewis even today.

The graceful ease of the big cats' movements suggested an enviable naturalness to Lewis. Their actions are not calculated, but instinctual, raw, bodily responses. The artist's fascination with their physical form is evident in this sculpture's anatomical detail. The sinewy musculature is visible below the skin. It is perhaps not a surprise to learn that Lewis spent time sketching these animals from life, filling notebook after notebook with cats in various postures.

**Bibliography**

L. Twigg, *Shapeshifting from animal to human: the sculpture of Dylan Lewis*, Christie's exhibition catalogue, (London, 2009) pp. 2-7.

**AFRICA NOW:  
MODERN AFRICA**

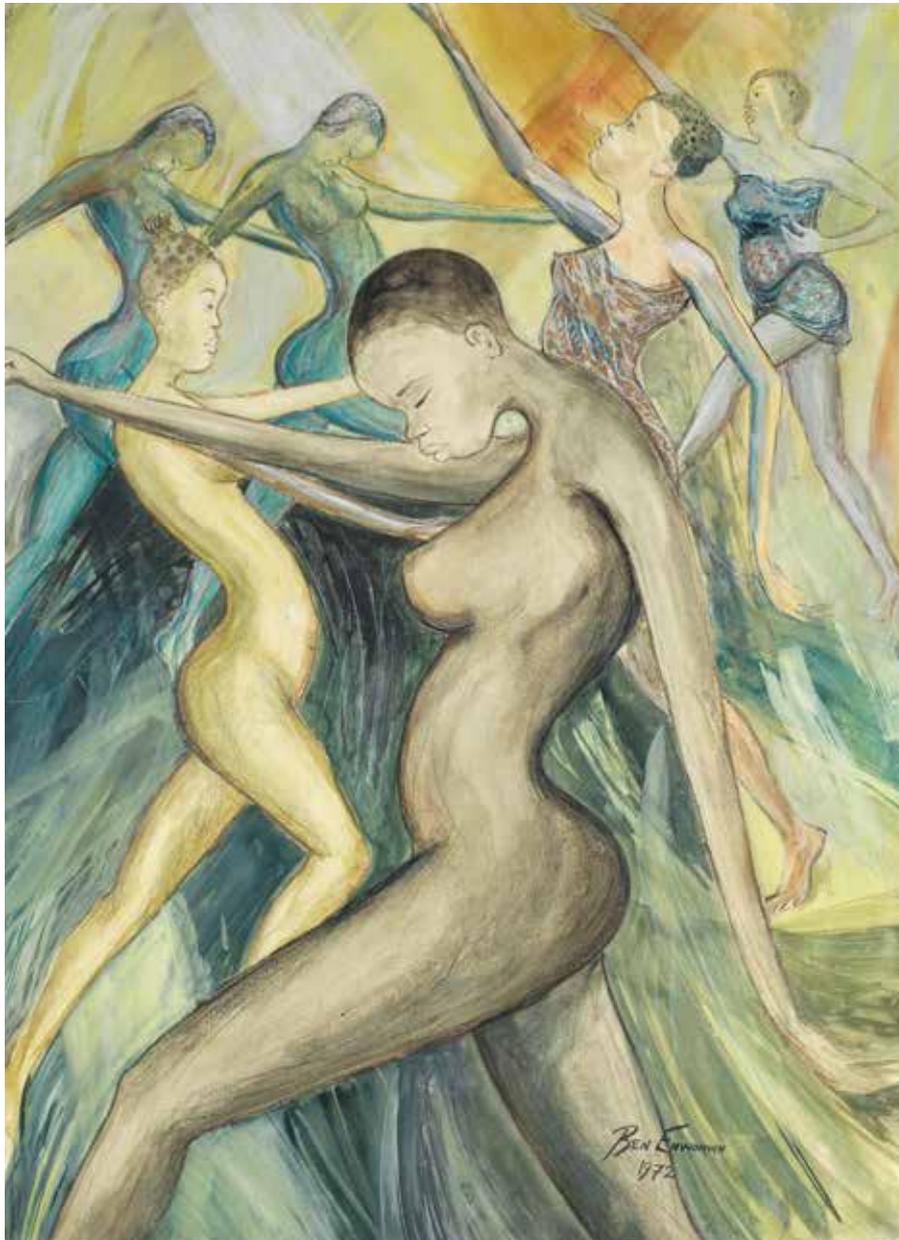
Wednesday 15 November 2017  
New Bond Street, London

**BENEDICT CHUKWUKADIBIA  
ENWONWU M.B.E  
(NIGERIAN, 1917-1994)**

*Africa Dances*  
pastel and watercolour  
74 x 54cm (29 1/8 x 21 1/4in).  
£30,000 - 50,000

**ENQUIRIES**

+44 (0) 20 7468 5881  
africanow@bonhams.com



**Bonhams**

[bonhams.com/africanow](http://bonhams.com/africanow)

## NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

**IMPORTANT:** Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

### 1. OUR ROLE

In its role as *Auctioneer* of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams*' job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller's* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

*Bonhams* does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our *Buyer's Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*. This will govern *Bonhams'* relationship with the *Buyer*.

### 2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before

doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### **Contractual Description of a Lot**

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams'* opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

#### **Estimates**

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

#### **Condition Reports**

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

#### **The Seller's responsibility to you**

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

#### **Bonhams' responsibility to you**

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).

*Bonhams* undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

*Bonhams* does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot*

or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

#### **Alterations**

*Descriptions* and *Estimates* may be amended at *Bonhams'* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

### 4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots for Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

### 5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

## Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

## Bidding by telephone

If you wish to bid at the *Sale* by telephone, please complete a Telephone *Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

## Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

## Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

## Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

## 6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

## 7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to VAT. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each lot purchased:

25% up to £100,000 of the *Hammer Price*  
20% from £100,001 to £2,000,000 of the *Hammer Price*  
12% from £2,000,001 of the *Hammer Price*

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

| <i>Hammer Price</i>          | Percentage amount |
|------------------------------|-------------------|
| From €0 to €50,000           | 4%                |
| From €50,000.01 to €200,000  | 3%                |
| From €200,000.01 to €350,000 | 1%                |
| From €350,000.01 to €500,000 | 0.5%              |
| Exceeding €500,000           | 0.25%             |

## 8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.

The following symbols are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- \* VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

## 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to *Bonhams* 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

**Sterling personal cheque drawn on a UK branch of a bank or building society:** all cheques must be cleared before you can collect your purchases;

**Cash:** you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

**Bank transfer:** you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc  
Address: PO Box 4RY  
250 Regent Street  
London W1A 4RY  
Account Name: Bonhams 1793 Limited Trust Account  
Account Number: 25563009  
Sort Code: 56-00-27  
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

**Debit cards:** there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

**Credit cards:** Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

**China UnionPay (CUP) debit cards:** No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any *Sale*; a 2% surcharge will be made on the balance over £100,000.

## 10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

## 11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

## 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

### Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the " " of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements

### Firearms Act 1968 as amended

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

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

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

*Lots* marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

As a *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

## 18. FURNITURE

### Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

## 19. JEWELLERY

### Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

### Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

### Signatures

#### 1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

#### 2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

#### 3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

## 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

## 21. PICTURES

### Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist.  
When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

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

### Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

•, †, \*, G, Ω, α see clause 8, VAT, for details.

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 1

### CONTRACT FOR SALE

**IMPORTANT:** These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

### 1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

### 2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
  - 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
  - 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
  - 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the *Sale* of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);

- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

### 3 DESCRIPTIONS OF THE LOT

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

### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the *Sale* of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

### 5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.

- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

### 6 PAYMENT

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

### 7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

**8 FAILURE TO PAY FOR THE LOT**

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

**9 THE SELLER'S LIABILITY**

- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the *Sale of Goods Act 1979* or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the *Misrepresentation Act 1967*, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the *Occupiers Liability Act 1957*, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

**10 MISCELLANEOUS**

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3

If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4

Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5

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

10.6

References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

10.7

The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8

In the *Contract for Sale* "including" means "including, without limitation".

10.9

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

10.10

Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11

Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

10.12

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

**11 GOVERNING LAW**

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

## APPENDIX 2

### BUYER'S AGREEMENT

**IMPORTANT:** These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

#### 1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

3.1.1 the *Purchase Price* for the *Lot*;

3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and

3.1.3 if the *Lot* is marked <sup>[AR]</sup>, an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

#### 4 COLLECTION OF THE LOT

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

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

#### 5 STORING THE LOT

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

#### 6 RESPONSIBILITY FOR THE LOT

6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.

6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

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| <p><b>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b></p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the <i>Lot</i>;</p> <p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p> <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p> <p>7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p> <p>7.1.6 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p> <p>7.1.7 to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;</p> <p>7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;</p> <p>7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;</p> <p>7.1.10 on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;</p> <p>7.1.11 refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p> <p>7.2 You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p> | <p>7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p> <p>7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p> <p><b>8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b></p> <p>8.1 Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p> <p>8.1.1 retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i>; and/or</p> <p>8.1.2 deliver the <i>Lot</i> to a person other than you; and/or</p> <p>8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p> <p>8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.</p> <p>8.2 The discretion referred to in paragraph 8.1:</p> <p>8.2.1 may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i>, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and</p> <p>8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.</p> <p><b>9 FORGERIES</b></p> <p>9.1 We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.</p> <p>9.2 Paragraph 9 applies only if:</p> <p>9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and</p> <p>9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i>, and in any event within one year after the <i>Sale</i>, that the <i>Lot</i> is a <i>Forgery</i>; and</p> <p>9.2.3 within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i>, accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i>.</p> | <p>9.3 Paragraph 9 will not apply in respect of a <i>Forgery</i> if:</p> <p>9.3.1 the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or</p> <p>9.3.2 it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.</p> <p>9.4 You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i>.</p> <p>9.5 If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i>, <i>Buyer's Premium</i>, <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i>.</p> <p>9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.</p> <p>9.7 If you sell or otherwise dispose of your interest in the <i>Lot</i>, all rights and benefits under this paragraph will cease.</p> <p>9.8 Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i>.</p> <p><b>10 OUR LIABILITY</b></p> <p>10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i>, or on the <i>Bonhams' Website</i>, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i>.</p> <p>10.2 Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:</p> <p>10.2.1 handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or</p> <p>10.2.2 changes in atmospheric pressure; nor will we be liable for:</p> <p>10.2.3 damage to tension stringed musical instruments; or</p> <p>10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.</p> |
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10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

**"Bidder"** a person who has completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

## UNITED KINGDOM

### London

101 New Bond Street ●  
London W1S 1SR  
+44 20 7447 7447  
+44 20 7447 7400 fax

Montpelier Street ●  
London SW7 1HH  
+44 20 7393 3900  
+44 20 7393 3905 fax

### South East England

### Guildford

Millmead,  
Guildford,  
Surrey GU2 4BE  
+44 1483 504 030  
+44 1483 450 205 fax

### Isle of Wight

+44 1273 220 000

### Representative: Brighton & Hove

Tim Squire-Sanders  
+44 1273 220 000

### West Sussex

+44 (0) 1273 220 000

### South West England

### Bath

Queen Square House  
Charlotte Street  
Bath BA1 2LL  
+44 1225 788 988  
+44 1225 446 675 fax

### Cornwall – Truro

36 Lemon Street  
Truro  
Cornwall  
TR1 2NR  
+44 1872 250 170  
+44 1872 250 179 fax

### Exeter

The Lodge  
Southernhay West Exeter,  
Devon  
EX1 1JG  
+44 1392 425 264  
+44 1392 494 561 fax

### Tetbury

22a Long Street  
Tetbury  
Gloucestershire  
GL8 8AQ  
+44 1666 502 200  
+44 1666 505 107 fax

### Representatives:

**Dorset**  
Bill Allan  
+44 1935 815 271

### East Anglia and Bury St. Edmunds

Michael Steel  
+44 1284 716 190

### Norfolk

The Market Place  
Reepham  
Norfolk NR10 4JJ  
+44 1603 871 443  
+44 1603 872 973 fax

## Midlands

### Knowle

The Old House  
Station Road  
Knowle, Solihull  
West Midlands  
B93 0HT  
+44 1564 776 151  
+44 1564 778 069 fax

### Oxford

Banbury Road  
Shipton on Cherwell  
Kidlington OX5 1JH  
+44 1865 853 640  
+44 1865 372 722 fax

### Yorkshire & North East England

### Leeds

30 Park Square West  
Leeds LS1 2PF  
+44 113 234 5755  
+44 113 244 3910 fax

### North West England

### Chester

2 St Johns Court,  
Vicars Lane,  
Chester,  
CH1 1QE  
+44 1244 313 936  
+44 1244 340 028 fax

### Manchester

The Stables  
213 Ashley Road  
Hale WA15 9TB  
+44 161 927 3822  
+44 161 927 3824 fax

### Channel Islands

### Jersey

La Chasse  
La Rue de la Vallee  
St Mary  
Jersey JE3 3DL  
+44 1534 722 441  
+44 1534 759 354 fax

### Representative:

**Guernsey**  
+44 1481 722 448

### Scotland

### Edinburgh ●

22 Queen Street  
Edinburgh  
EH2 1JX  
+44 131 225 2266  
+44 131 220 2547 fax

### Bonhams West of Scotland

Kirkhill House  
Broom Road East  
Newton Mearns  
Glasgow  
G77 5LL  
+44 141 223 8866  
+44 141 223 8868 fax

### Representatives:

**Wine & Spirits**  
Tom Gilbey  
+44 1382 330 256

### Wales

### Representatives:

**Cardiff**  
Jeff Muse  
+44 2920 727 980

## EUROPE

### Belgium

Boulevard  
Saint-Michel 101  
1040 Brussels  
+32 (0) 2 736 5076  
belgium@bonhams.com

### Denmark

Henning Thomsen  
+45 4178 4799  
denmark@bonhams.com

### France

4 rue de la Paix  
75002 Paris  
+33 (0) 1 42 61 10 10  
paris@bonhams.com

### Germany - Cologne

Albertusstrasse 26  
50667 Cologne  
+49 (0) 221 2779 9650  
cologne@bonhams.com

### Germany - Munich

Maximilianstrasse 52  
80538 Munich  
+49 (0) 89 2420 5812  
munich@bonhams.com

### Greece

7 Neofytou Vamva Street  
Athens 10674  
+30 (0) 210 3636 404  
athens@bonhams.com

### Ireland

31 Molesworth Street  
Dublin 2  
+353 (0) 1 602 0990  
dublin@bonhams.com

### Italy - Milan

Via Boccaccio 22  
20123 Milano  
+39 0 2 4953 9020  
milan@bonhams.com

### Italy - Rome

Via Sicilia 50  
00187 Roma  
+39 0 6 48 5900  
rome@bonhams.com

### The Netherlands

De Lairesestraat 154  
1075 HL Amsterdam  
+31 (0) 20 67 09 701  
amsterdam@bonhams.com

### Portugal

Rua Bartolomeu Dias nº  
160. 1º  
Belem  
1400-031 Lisbon  
+351 218 293 291  
portugal@bonhams.com

### Spain - Barcelona

Teresa Ybarra  
+34 930 087 876  
barcelona@bonhams.com

### Spain - Madrid

Nunez de Balboa no 4-1A  
28001 Madrid  
+34 915 78 17 27  
madrid@bonhams.com

### Spain - Marbella

Johann Leibbrandt  
+34 915 78 17 27  
or Teresa Ybarra  
+34 930 087 876  
marbella@bonhams.com

## Switzerland - Geneva

Rue Etienne-Dumont 10  
1204 Geneva  
+41 (0) 22 300 3160  
geneva@bonhams.com

## Switzerland - Zurich

Andrea Bodmer  
Dreikönigstrasse 31a  
8002 Zürich  
+41 44 281 9535  
zurich@bonhams.com

## MIDDLE EAST

### Israel

Joslyne Halibard  
+972 (0)54 553 5337  
joslyne.halibard@  
bonhams.com

## NORTH AMERICA

### USA

### San Francisco ●

220 San Bruno Avenue  
San Francisco  
CA 94103  
+1 (415) 861 7500  
+1 (415) 861 8951 fax

### Los Angeles ●

7601 W. Sunset Boulevard  
Los Angeles  
CA 90046  
+1 (323) 850 7500  
+1 (323) 850 6090 fax

### New York ●

580 Madison Avenue  
New York, NY  
10022  
+1 (212) 644 9001  
+1 (212) 644 9007 fax

### Representatives:

**Arizona**  
Terri Adrian-Hardy  
+1 (480) 994 5362  
arizona@bonhams.com

### California

**Central Valley**  
David Daniel  
+1 (916) 364 1645  
sacramento@bonhams.com

### Colorado

Julie Segraves  
+1 (720) 355 3737  
colorado@bonhams.com

### Florida

Jon King  
Palm Beach  
+1 (561) 651 7876  
Miami  
+1 (305) 228 6600  
Ft. Lauderdale  
+1 (954) 566 1630  
florida@bonhams.com

### Georgia

Mary Moore Bethea  
+1 (404) 842 1500  
georgia@bonhams.com

### Illinois

Ricki Blumberg Harris  
+1 (773) 267 3300  
+1 (773) 680 2881  
chicago@bonhams.com

## Massachusetts

Amy Corcoran  
+1 (617) 742 0909  
boston@bonhams.com

## Nevada

David Daniel  
+1 (775) 831 0330  
nevada@bonhams.com

## New Jersey

Alan Fausel  
+1 (973) 997 9954  
newjersey@bonhams.com

## New Mexico

Michael Bartlett  
+1 (505) 820 0701  
newmexico@bonhams.com

## Oregon

Sheryl Acheson  
+1(503) 312 6023  
oregon@bonhams.com

## Pennsylvania

Alan Fausel  
+1 (610) 644 1199  
pennsylvania@bonhams.com

## Texas

Amy Lawch  
+1 (713) 621 5988  
texas@bonhams.com

## Virginia

Gertraud Hechl  
+1 (540) 454 2437  
virginia@bonhams.com

## Washington

Heather O'Mahony  
+1 (206) 218 5011  
seattle@bonhams.com

## Washington DC

Martin Gammon  
+1 (202) 333 1696  
washingtonDC  
@bonhams.com

## CANADA

### Toronto, Ontario ●

Jack Kerr-Wilson  
20 Hazelton Avenue  
Toronto, ONT  
M5R 2E2  
+1 (416) 462 9004  
info.ca@bonhams.com

### Montreal, Quebec

David Kelsey  
+1 (514) 894 1138  
info.ca@bonhams.com

## SOUTH AMERICA

### Brazil

+55 11 3031 4444  
+55 11 3031 4444 fax

## ASIA

### Hong Kong ●

Suite 2001  
One Pacific Place  
88 Queensway  
Admiralty  
Hong Kong  
+852 2918 4321  
+852 2918 4320 fax  
hongkong@bonhams.com

### Beijing

Suite 511  
Chang An Club  
10 East Chang An Avenue  
Beijing 100006  
+86(0) 10 6528 0922  
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