BUYING AT AUCTION

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

Buyer’s Premium

A buyer’s premium will be added to the hammer price and is payable by the buyer as part of the total purchase price. The buyer’s premium is 25% of the hammer price up to and including £200,000; 20% on any amount in excess of £200,000 up to and including £3,000,000; and 12.9% on any remaining amount in excess of £3,000,000. These rates are exclusive of any applicable VAT.

1. BEFORE THE AUCTION

Catalogue Subscriptions

If you would like to take out a catalogue subscription, please ring +44 (0)20 7293 5200.

Pre-sale Estimates

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

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

Pre-sale Estimates in US Dollars and Euros

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

Condition of Lots

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

Electrical and Mechanical Goods

All electrical and mechanical goods are sold on the basis of their artistic and decorative value only, and should not be assumed to be operative. It is essential that prior to any proposed use, the electrical system is checked and approved by a qualified electrician.

Provenance

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

2. DURING THE AUCTION

Conditions of Sale

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

Bidding at Auction

Bids may be executed in person by paddle during the auction, in writing prior to the sale, by telephone or by BIDNow.

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

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

Bidding in Person

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

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

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

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

Absentee, Telephone and Internet Bids

If you cannot attend the auction, we will be happy to execute written bids on your behalf or you can bid online using BIDNow. A bidding form and more information can be found at the back of this catalogue.

Online Bidding via BIDNow

If you cannot attend the auction, it may be possible to bid online via BIDNow for selected sales. This service is free and confidential. For information about registering to bid online via BIDNow, please refer to Conditions 4 of the Conditions of Business for Buyers printed in this catalogue.

Consecutive and Responsive Bidding

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

Interested Parties Announcement

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

Employee Bidding

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

US Economic Sanctions

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

3. AFTER THE AUCTION

Payment

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

• It is against Sotheby’s general policy to accept single or multiple related payments in the form of cash or cash equivalents in excess of the local currency equivalent of US$10,000.

• It is Sotheby’s policy to request any new clients or buyers preferring to make a cash payment to provide: proof of identity (by providing some form of government issued identification containing a photograph, such as a passport, identity card or driver’s licence) and confirmation of permanent address. Thank you for your co-operation.

Cheques should be made payable to Sotheby’s. Although personal and company cheques drawn in pounds sterling on UK banks are accepted, you are advised that property will not be released until such cheques have cleared unless you have a pre-arranged Cheque Acceptance Facility. Forms to facilitate this are available from the Post Sale Services Department.

Bank Transfers

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

Card Payment

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

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

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

Collection

It is Sotheby’s policy to request proof of identity on collection of a lot. Lots will be released to you or your authorised representative upon full and cleared payment has been received by Sotheby’s. If you are in doubt about the location of your purchases, please contact the Sale Administrator prior to arranging collection. Removal, storage and handling charges may be levied on uncollected lots.

Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue.

Storage

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

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

Loss or Damage

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

Shipping

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

For assistance please contact: Post Sale Services (Mon-Fri 9am to 5pm) Tel +44 (0)20 7293 5220 Fax +44 (0)20 7293 5910 Email: ukpostsaleservices@sothebys.com
We will send you a quotation for shipping your purchase(s). Transit risk insurance may also be included in your quotation. If the quotation is accepted, we will arrange the shipping for you and will despatch the property as soon as possible after receiving your written agreement to the terms of the quotation, financial release of the property and receipt of any export licence or certificates that may be required. Despatch will be arranged at the buyer’s expense. Sotheby’s may charge an administrative fee for arranging the despatch.

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

Export: The export of any lot from the UK or import into any other country may be subject to one or more export or import licences being granted. It is the buyer’s responsibility to obtain any relevant export or import licence. The denial of any licence required or delay in obtaining such licence may justify the cancellation of the sale or any delay in making payment of the total amount due.

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

- An EU Licence is necessary to export cultural goods subject to the EU Regulation on the protection of cultural property (EEC No. 3911/92, Official Journal L 395 of 31/12/92) from the European Community.

- A UK Licence is necessary to move cultural goods valued at or above the relevant UK Licence limits from the UK. For export outside the European Community, an EU Licence will be required for most items over 50 years of age with a value of over £41,018. The following is a selection of categories of items for which other value limits apply and for which an EU Licence may be required. It is not exhaustive and there are other restrictions.

**EU Licence Thresholds**

Archaeological objects

EU LICENCE THRESHOLD: ZERO

Elements of artistic, historical or religious monuments

EU LICENCE THRESHOLD: ZERO

Manuscripts, documents and archives (excluding printed matter)

EU LICENCE THRESHOLD: ZERO

Architectural, scientific and engineering drawings produced by hand

EU LICENCE THRESHOLD: £12,305

Photographic positive or negative or any assemblage of such photographs

EU LICENCE THRESHOLD: £12,305

Textiles (excluding carpets and tapestries)

EU LICENCE THRESHOLD: £12,305

British Historical Painting material, such as coral, crocodile, ivory, whalebone, tortoiseshell, etc., irrespective of age or value, may require a licence or certificate prior to exportation and require additional licence or certificates upon importation to any country outside the EU. Please note that the ability to obtain an export licence or certificate does not ensure the ability to obtain an import licence or certificate in another country, and vice versa. For example, it is illegal to import African elephant ivory into the United States and there are other restrictions on the re-exportation of works into the US under certain US regulations which are designed to protect wildlife conservation.

Sotheby’s recommends that buyers check with their own government regarding wildlife import requirements prior to placing a bid. It is the buyer’s responsibility to obtain any export or import licences and for certificates as well as any other required documentation (please refer to Condition 10 of the Conditions of Business for Buyers printed in this catalogue).

Please note that Sotheby’s is not able to assist buyers with the shipment of any lots containing ivory or and other restricted materials into the US. A buyer’s inability to export or import these lots cannot justify a delay in payment or a sale’s cancellation.

**EXPLANATION OF SYMBOLS**

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

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

- **Property in which Sotheby’s has an Ownership Interest**
  Lots with this symbol indicate that Sotheby’s owns the work in part and has an economic interest in the lot equivalent to an ownership interest.

- **Irrevocable Bids**
  Lots with this symbol indicate that a party has provided Sotheby’s with an irrevocable bid on a lot that will be executed at the sale at a value that ensures that the lot will sell. The irrevocable bidder, who may bid in excess of the irrevocable bid, may be compensated for providing the irrevocable bid by receiving a contingent fee, a fixed fee or both. If the irrevocable bidder is the successful bidder, any contingent fee, fixed fee or both (as applicable) for providing the irrevocable bid may be netted from the irrevocable bidder’s obligation to pay the full purchase price for the lot and the purchase price reported for the lot shall be net of any such fees. From time to time, Sotheby’s may enter into irrevocable bid agreements that cover multiple lots. In such instances, the compensation Sotheby’s will pay the irrevocable bidder is allocated to the lot for which the irrevocable bidder is not the successful purchaser. Under such circumstances, the total compensation to the irrevocable bidder will not exceed the total buyer’s premium and other amounts paid to Sotheby’s in respect of any lots for which the irrevocable bidder is not the successful bidder. If the irrevocable bid is not secured until after the printing of the catalogue, Sotheby’s may notify bidders that there is an irrevocable bid on the lot and/or by more of the following means: a pre-sale or pre-lot announcement, by written notice at the entrance of the auction hall, a pre-sale announcement including an irrevocable bid symbol in the e-catalogue for the sale prior to the auction. From time to time, Sotheby’s or any affiliated company may provide the irrevocable bidder with financing related to the irrevocable bid. If the irrevocable bidder is advising anyone with respect to the lot, Sotheby’s requires the irrevocable bidder to disclose his or her financial interest in the lot. If an agent is advising you or bidding on your behalf with respect to a lot identified as being subject to an irrevocable bid, you should request that the agent disclose whether or not he or she has a financial interest in the lot.

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

- **No Reserve**
  Unless indicated by a box (☐), all lots in this catalogue are offered subject to a reserve.

- **Property Subject to the Artist’s Resale Right**
  Purchase of lots marked with this symbol ((#) will be subject to payment of the Artist’s Resale Right, at a percentage of the hammer price calculated as follows:

- **Portion of the hammer price (in €)**
  - From 0 to 50,000: 4%
  - From 50,000 to 200,000: 3%
  - From 200,000 to 350,000: 1%
  - From 350,000 to 500,000: 0.5%
  - Exceeding 500,000: 0.25%

The Artist’s Resale Right payable will be the aggregate of the amounts payable under the above rate bands, subject to a maximum royalty payable of 12.50 euros for any single work each time it is sold. The maximum royalty payable of 12.50 euros applies to works sold for 2 million euros and above. Calculation of the artist’s resale right will be based on the pound sterling/ Euro reference exchange rate quoted on the date of the sale by the European Central Bank.

- **Restricted Materials**
  Lots with this symbol have been identified at the time of cataloguing as containing organic material which may be subject to restrictions regarding import or export. The information is made available for the convenience of Buyers and the absence of the Symbol is not a warranty that there are no restrictions regarding import or export of the Lot. Bidders should refer to Conditions of Business for Buyers. Please also refer to the section on Endangered Species in the Buying at Auction Guide. As indicated in the Introduction to Sotheby’s catalogue, Sotheby’s is not able to assist buyers with the shipment of any lots with this symbol into the US.

A buyer’s inability to export or import any lots with this symbol cannot justify a delay in payment or a sale’s cancellation.

**VAT AND OTHER TAX INFORMATION FOR BUYERS**

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

In the following paragraphs, reference to VAT symbols shall mean those symbols located beside the lot number or the pre-sale estimates in the catalogue (or amending sale notes).
1. PROPERTY WITH NO VAT SYMBOL
Where there is no VAT symbol, Sotheby’s is able to use the Auctioneer’s Margin Scheme and VAT will not normally be charged on the hammer price.

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

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

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

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

2. PROPERTY WITH A ‡ OR Ω SYMBOL
These items will be sold under the normal UK VAT rules and VAT will be charged at the standard rate on both the hammer price and buyer’s premium.

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

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

Sotheby’s is registered to collect sales tax in the states of New York and California, USA. In the event that Sotheby’s ships items for a purchaser in this sale to a destination within New York State USA, or California State USA, VAT will be cancelled or refunded by Sotheby’s, or the buyer’s premium will be used to claim recovery of the VAT.

3. PROPERTY WITH A SYMBOL
Items sold to buyers whose address is in the EU will be assumed to be remaining in the EU. The property will be invoiced as if no VAT symbol (Property with no VAT symbol) above. However, if the property is to be exported from the EU, Sotheby’s will re-invoice the property under the normal VAT rules (see ‘Property sold with a ‡ symbol’ above).

Items sold to buyers whose address is outside the EU will be assumed to be exported from the EU. The property will be invoiced under the normal VAT rules (see ‘Property sold with a ‡ symbol’ above). Although the hammer price will be subject to VAT this will be cancelled or refunded upon export – see ‘Exports from the European Union’.

Buyers who are not intending to export their property from the EU should notify our Client Accounts Department on the day of the sale and the property will be re-invoiced showing no VAT on the hammer price (see ‘Property sold with no VAT symbol’ above).

4. PROPERTY SOLD WITH A ‡ OR Ω SYMBOL
These items have been imported from outside the EU to be sold at auction under Temporary Admission. When Sotheby’s releases such property to buyers in the UK, the buyer will become the importer and must pay Sotheby’s import VAT at the following rates on the hammer price: ‡ - the reduced rate Ω - the standard rate

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

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

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

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

On request, immediately after sale, the Temporary Admission Department can either ask HM Revenue and Customs to generate a C79 certificate (for UK buyers), or obtain a copy of the import CB8 (for other EU VAT registered buyers), which may be used to claim recovery of the VAT. Otherwise Sotheby’s may re-invoice the lot as if it had been sold with a ‡ symbol and charge VAT at the standard rate on both the hammer price and premium and provide a tax invoice to the buyer. This may enable a buyer who is VAT registered elsewhere in the EU to avoid payment of VAT in the United Kingdom. Re-invoicing in this way may make the lot ineligible to be re-sold using the margin scheme.

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

5. EXPORTS FROM THE EUROPEAN UNION
The following amounts of VAT may be cancelled or refunded provided Sotheby’s receive the appropriate export documents within the time limits stated.

Properly with no VAT symbol (see paragraph 1)

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

Property with a ‡ symbol

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

Property with a Ω symbol

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

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

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

Proof of export required

- For lots sold under the margin scheme (no VAT symbol) or the normal VAT rules (‡ symbol), Sotheby’s is provided with appropriate documentary proof of export from the EU. Buyers carrying their own property will obtain hand-carry papers from the Shipping department to facilitate this process.

- For lots sold under Temporary Admission (‡ or Ω symbols), and subsequently transferred to Sotheby’s Customs Warehouse (into Bond). The property must be shipped as described above in the paragraph headed Property with a ‡ or Ω symbol.

  • buyers carrying their own property must obtain hand-carry papers from the Shipping department for which a small administrative charge will be made. The VAT refund will be processed once the appropriate paperwork has been returned to Sotheby’s.

  • Sotheby’s is not able to cancel or refund any VAT charged on sales made to UK or EU private residents unless the lot is subject to Temporary Admission and the property is exported from the EU and the requisite export papers provided to Sotheby’s within one month of collection of the property.

  • Sotheby’s is not able to cancel or refund any VAT charged on sales to UK or EU private residents unless the lot is subject to Temporary Admission and is shipped as described above.

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

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

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

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

Sotheby’s is registered to collect sales tax in the states of New York and California, USA. In the event that Sotheby’s ships items for a purchaser in this sale to a destination within New York State USA, or California State USA, VAT will be cancelled or refunded by Sotheby’s, or the buyer’s premium will be used to claim recovery of the VAT.

CONDITIONS OF BUSINESS FOR BUYERS

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

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

1. INTRODUCTION

(a) Sotheby’s and Sellers’ contractual relationship with prospective Buyers is governed by:

(i) these Conditions of Business;

(ii) the Conditions of Business for Sellers displayed in the saleroom and which are available upon request from Sotheby’s UK salerooms or by telephoning +44 (0)20 7293 6482;

(iii) Sotheby’s Authenticity Guarantee as printed in the sale catalogue;

(iv) these Conditions of Business;
(iv) any additional notices and terms printed in the sale catalogue, including the guide to Buying at Auction; and
(v) in respect of online bidding via the internet, the BiONOW Conditions on the Sotheby’s website, in each case as amended by any saleroom notice or auctioneer’s announcement at the auction.

(b) As auctioneer, Sotheby’s acts as agent for the Seller. A sale contract is made directly between the Seller and the Buyer. However, Sotheby’s may own a lot (and in such circumstances acts in a principal capacity) as it is identified or may have a legal, beneficial or financial interest in a lot as a secured creditor or otherwise.

2. COMMON TERMS

In these Conditions of Business:

“Bidder” is any person considering, making or attempting to make a bid, by whatever means, and includes the Buyer.

“Buyer” is the person who makes the highest bid or offer accepted by the auctioneer, and includes such person’s principal when bidding as agent; or

“Buyer’s Premium” is the commission payable by the Buyer on the Hammer Price at the rates set out in the guide to Buying at Auction plus applicable VAT or an amount in lieu of VAT;

“Buyer’s Expenses” are any costs or expenses due to Sotheby’s from the Buyer and any Artist’s Resale Right fee payable in respect of the sale of the Property, including an amount in respect of any applicable VAT thereon;

“Counterfeit” is as defined in Sotheby’s Authenticity Guarantee;

“Hammer Price” is the highest bid accepted by the auctioneer by the fall of the hammer, (in the case of wine, as apportioned pro-rata by reference to the numbers of separately declared items in that lot), or in the case of a post-auction sale, the agreed sale price;

“Purchase Price” is the Hammer Price and applicable Buyer’s Premium and VAT;

“Reserve” is the confidential minimum Hammer Price at which the Seller has agreed to sell a lot;

“Seller” is the person offering a lot for sale (including their agent (other than Sotheby’s), executors or personal representatives);

“Sotheby’s” means Sotheby’s, the unlimited company which has its registered office at 34-35 New Bond Street, London W1A 2AA.

“Sotheby’s Company” means both Sotheby’s in the USA and any of its subsidiaries (including Sotheby’s in London) and Sotheby’s Diamonds SA and its subsidiaries (in each case “subsidiary” having the meaning of Section 1159 of the Companies Act 2006);

“VAT” is Value Added Tax at the prevailing rate, or any other tax or duty, whether or not included in the guide to Buying at Auction.

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

(a) Sotheby’s knowledge in relation to each lot is partially dependent on information provided to it by the Seller, and

(b) Sotheby’s is not liable to and does not carry out exhaustive due diligence on each lot. Bidders acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots in which they may be interested.

(c) Bidders acknowledge that many lots are of an age and type which means that they are not in perfect condition. All lots offered for sale in the condition they are in at the time of the auction (whether or not Bidders are in attendance at the auction). Condition reports may be available to assist when inspecting lots. Catalogue descriptions and condition reports may on occasions make reference to particular imperfections of a lot, but Bidders should note that lots may have other faults not expressly referred to in the catalogue or condition report. Illustrations are for identification purposes only and will not convey full information as to the actual condition of lots.

(d) Information provided to Bidders in respect of any lot, including any estimate, whether written or oral and including information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather is a statement of opinion genuinely held by Sotheby’s. Any estimate may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time in Sotheby’s absolute discretion.

(e) No representations or warranties are made by Sotheby’s or the Seller as to whether any lot is subject to copyright or whether the Buyer acquires copyright in any lot.

(f) Subject to the matters referred to at (3), (5) and (6) above and to the exclusions contained at Condition 4 below, Sotheby’s shall exercise such reasonable care when making expression statements in catalogue descriptions or condition reports as is consistent with its role as auctioneer of lots in the sale to which these Conditions relate, and in the light of:

(i) the information provided to it by the Seller;

(ii) scholarship and technical knowledge; and

(iii) the generally accepted opinions of relevant experts, in each case at the time any such express statement is made.

4. EXCLUSIONS AND LIMITATIONS OF LIABILITY TO BUYERS

(a) Sotheby’s shall refund the Purchase Price to the Buyer in circumstances where it deems that the lot is a Counterfeit and each of the conditions of the Authenticity Guarantee has been satisfied.

(b) In the light of the matters in Condition 3 above and subject to Conditions 4(a) and 4(e), neither any Sotheby’s Company nor the Seller:

(i) is liable for any errors or omissions in information provided to Bidders by Sotheby’s (or any Sotheby’s Company), whether orally or in writing, whether negligent or otherwise, except as set out in Condition 3(f);

(ii) gives any guarantee or warranty to Bidders and any implied warranties and conditions are excluded (save in so far as such obligations cannot be excluded by law) other than the express warranties given by the Seller to the Buyer in Condition 2 of the Sellers’ Conditions of Business;

(iii) accepts responsibility to any Bidders in respect of acts or omissions (whether negligent or otherwise) by Sotheby’s in connection with the conduct of auction for any matter relating to the sale of any lot.

(c) Unless Sotheby’s owns a lot offered for sale, it is not responsible for any breach of these conditions by the Seller.

(d) Without prejudice to Condition 4(b), any claim against Sotheby’s or the Seller by a Bidder is limited to the Purchase Price regarding to that lot. Neither Sotheby’s nor the Seller shall under any circumstances be liable for any consequential losses.

(e) None of this Condition 4 shall exclude or limit Sotheby’s liability in respect of any fraudulent misrepresentation made by Sotheby’s or the Seller, or in respect of death or personal injury caused by the negligent acts or omissions of Sotheby’s or the Seller.

5. BIDDING AT AUCTION

(a) Sotheby’s has absolute discretion to refuse admission to the auction. Bidders must complete a Paddle Registration Form and supply such information and references as required by Sotheby’s. Bidders act as principal unless they have Sotheby’s prior written consent to bid as agent for another party. Bidders are personally liable for their bid and are jointly and severally liable with their principal if bidding as agent.

(b) Sotheby’s advises Bidders to attend the auction but will seek to carry out absentee written bids which are in pounds sterling and, in Sotheby’s opinion, clear and received sufficiently in advance of the sale of the lot, endeavouring to ensure that the first received of identical written bids has priority.

(c) Where available, written telephone and online bids are offered as an additional service for no extra charge, at the Bidder’s risk and shall be undertaken with reasonable care subject to Sotheby’s other commitments at the time of the auction. Sotheby’s therefore cannot accept liability for failure to place such bids save where such failure is unreasonable. Telephone and online bids may be recorded. Online bids (“BiONOW”) are made subject to the BiONOW Conditions available on the Sotheby’s website or upon request. The BiONOW Conditions apply in respect of online bids, in addition to these Conditions of Business.

6. CONDUCT OF THE AUCTION

(a) Unless otherwise specified, all lots are offered subject to a Reserve, which shall be no higher than the low presale estimate at the time of the auction.

(b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if he believes there may be error or dispute, and take such other action as he reasonably thinks fit.

(c) The auctioneer will commence and advance the bidding in the increments he considers appropriate and is entitled to place a bid or series of bids on behalf of the Seller up to the Reserve on the lot, without indicating he is doing so and whether or not other bids are placed.

(d) Subject to Condition 6(b), the contract between the Buyer and the Seller is concluded on the striking of the auctioneer’s hammer, whereupon the Buyer becomes liable to pay the Purchase Price.

(e) Any post-auction sale of lots offered at auction shall incorporate these Conditions as if sold in the auction.

7. PAYMENT AND COLLECTION

(a) Unless otherwise agreed, payment of the Purchase Price for a lot and any Buyer’s Expenses are due by the Buyer in pounds sterling immediately on conclusion of the auction (the “Due Date”) notwithstanding any requirements for export, import or other permits for such lot.

(b) Title in a purchased lot will not pass until Sotheby’s has received the Purchase Price and Buyer’s Expenses for that lot in cleared funds. Sotheby’s is not obliged to release a lot to the Buyer until title in that lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the Buyer’s unconditional obligation to pay the Purchase Price and Buyer’s Expenses.

(c) The Buyer is obliged to arrange collection of purchased lots no later than thirty (30) calendar days after the date of the auction. Purchased lots are at the Buyer’s risk (and therefore their sole responsibility for insurance) from the earliest of (i) collection or (ii) the thirty-day period commencing immediately after the auction. Until risk passes, Sotheby’s will compensate the Buyer for any loss or damage to the lot up to a maximum of the Purchase Price. The Buyer should note that Sotheby’s assumption of liability for loss or damage is subject to the exclusions set out in Condition 6 of the Conditions of Business for Sellers.

(d) For all items stored by a third party and not available for collection from Sotheby’s premises, the supply of authority to release to the Buyer shall constitute collection by the Buyer.

(e) All packing and handling is at the Buyer’s risk. Sotheby’s will not be liable for any acts or omissions of third party packers or shippers.

(f) The Buyer of any firearm is solely responsible for obtaining all valid firearm or shotgun certificates or certificates of registration as a firearms dealer, as may be required by the regulations in force in England and Wales or any other applicable) relating to firearms or other weapons at the time of the sale, and for complying with all such regulations, whether or not notice of such is published in the Sale Catalogue. Sotheby’s will not deliver a firearm to a Buyer unless the Buyer has first supplied evidence to Sotheby’s satisfaction of compliance with this Condition.
8. REMEDIES FOR NON-PAYMENT
Without prejudice to any rights the Seller may have, if the Buyer without prior agreement fails to make payment for the lot within five days of the auction, Sotheby’s may in its sole discretion (having informed the Seller) exercise one or more of the following remedies:

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

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

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

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

12. DATA PROTECTION
Sotheby’s will use information provided by its clients (or which Sotheby’s otherwise obtains relating to its clients) for the provision of auction and other art-related services, loan and insurance services, client administration, marketing and otherwise to manage and operate its business, or as required by law. This will include information such as the client’s name and contact details, proof of identity, financial information, records of the client’s transactions and preferences. Some gathering of information about Sotheby’s clients will be for Sotheby’s reasonable opinion at the time of cataloguing and offer Bidders general guidance only. Without prejudice to Conditions 3 and 4 above, Sotheby’s and the Seller make no representations or warranties as to whether any lot is or is not subject to export or import restrictions or any embargoes. The denial of any permit or licence shall not justify cancellation or rescission of the sale contract or any delay in payment.

13. LAW AND JURISDICTION
Governing Law: These Conditions of Business and all aspects of all matters, transactions or disputes to which they relate or apply (including any online bids in the sale to which these Conditions apply) shall be governed by and interpreted in accordance with English law.
Jurisdiction: For the benefit of Sotheby’s, all Bidders and Sellers agree that the Courts of England are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters, transactions or to which these Conditions of Business relate or apply. All parties agree that Sotheby’s shall retain the right to bring proceedings in any court other than the Courts of England.
Service of Process: All Bidders and Sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by English law, the law of the place of service or the law of the jurisdiction where proceedings are instituted, at the last address of the Buyer or Seller known to Sotheby’s or any other usual address.

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

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

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

Collect your property from:
Sotheby’s Property Collection
Opening hours:
Monday to Friday 9.00am to 5.00pm
34–35 New Bond Street, London W1A 2AA
Tel: +44 (0)20 7293 5358
Fax: +44 (0)20 7293 5933

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

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

Collect your property from:
Sotheby’s Greenford Park Fine Art Storage Facility
Opening hours:
Monday to Friday 8.30am to 4.30pm
Sotheby’s Greenford Park, 13 Oakham Drive, Greenford, Middlesex, UB6 6DF
Tel: +44 (0)20 7293 5600
Fax: +44 (0)20 7293 5625

ROUTE GUIDANCE TO SOTHEBY’S GREENFORD PARK FINE ART STORAGE FACILITY
From Bond Street head towards Regents Park, take the A40 Marylebone Road to Western Avenue. Take the exit off the A40 signposted Greenwood A4127. At the roundabout take the third exit signposted Harrow and Sudbury. A4127 onto...
LIABILITY FOR LOSS OR DAMAGE FOR PURCHASED LOTS

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

COLLECTION OF LOTS MARKED ‘W’

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

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

Please see the Buying at Auction guide for further information.

SAFETY AT SOTHEBY’S

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

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

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

GLOSSARY OF TERMS

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

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

1. ANTONIO CANOVA

In our opinion a work by the artist. In the case of 19th century sculpture this indicates that the work was made by the artist or by a foundry or editor who had the rights to reproduce the artist’s original model either during the artist’s lifetime or for a defined posthumous period. (When the artist’s forenames are not known, a series of asterisks, followed by the surname of the artist, whichever preceded by an initial or not, indicates that in our opinion the work is by the artist named).

2. ATTRIBUTED TO ANTONIO CANOVA

In our opinion probably a work by the artist and less certainly as to the region and/or period of origin, date and/or material. Collection is made from Sotheby’s Greenford Park Fine Art Storage Facility after 5 pm on the day of the sale.

3. WORKSHOP OF ANTONIO CANOVA

In our opinion a work by an unknown hand

in the studio of the artist which may or may not have been executed under the artist’s direction.

4. CIRCLE OF ANTONIO CANOVA

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

5. MANNER OF ANTONIO CANOVA

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

6. AFTER ANTONIO CANOVA

In our opinion a copy at a later date of a known work by the artist. In the case of 19th century sculpture this indicates that in our opinion the work was made by a foundry or editor at a later date and apparently without exclusive rights.

7. ITALIAN, 15TH CENTURY

In our opinion a work from that region and of that date.

8. PROBABLY ITALIAN, 15TH CENTURY

In our opinion a work executed in the style of the Renaissance but not necessarily of that date.

9. IN RENAISSANCE STYLE

In our opinion a work executed in the style of the Renaissance but not necessarily of that date.

10. The term signed and/or dated and/or inscribed means that in our opinion the signature and/or date and/or inscription are original to the model or authorised by the sculptor’s studio or editor but not necessarily from the hand of the artist.

11. The term bearing the signature and/or date and/or inscription means that in our opinion the signature and/or date and/or inscription have been added at a later date.

12. Dimensions are given height before width.

13. CONDITION OF LOTS

Your attention is drawn to the “Guide for Prospective Buyers” at the back of this catalogue, item 1, paragraph 7 entitled “Conditions of Lots” and to Clause 3 in the Conditions of Business towards the end of the catalogue.

IMPORTANT NOTICES

ESTIMATES IN EUROS

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

£1 = €1.14

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

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

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

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

SOTHEBY’S AUTHENTICITY GUARANTEE

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

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

Please note that this Guarantee does not apply if either -

(i) the catalogue description was in accordance with the generally accepted opinion(s) of scholar(s) and expert(s)

at the date of the sale; or the catalogue description indicated that there was a conflict of such opinions; or

(ii) the only method of establishing at the date of the sale that the item was a counterfeit would have been by means of processes not then generally available or accepted, unreasonably expensive or impractical to use; or likely to have caused damage to the lot or likely (in Sotheby’s reasonable opinion) to have caused loss of value to the lot; or

(iii) there has been no material loss in value of the lot from its value had it been in accordance with its description.

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

(i) notify Sotheby’s in writing within three (3) months of receiving any information that causes the Buyer to question the authenticity or attribution of the item, specifying the lot number, date of the auction at which it was purchased and the reasons why it is thought to be counterfeit; and

(ii) return the item to Sotheby’s in the same condition as at the date of sale to the Buyer and be able to transfer good title in the item, free from any third party claims arising after the date of the sale.

Sotheby’s has discretion to waive any of the above requirements. Sotheby’s may require the Buyer to obtain at the Buyer’s cost the reports of two independent and recognised experts in the field, mutually acceptable to Sotheby’s and the Buyer. Sotheby’s shall not be bound by any reports produced by the Buyer, and reserves the right to seek additional expert advice at its own expense. In the event Sotheby’s decides to rescind the sale under this Guarantee, it may refund to the Buyer the reasonable costs of up to two mutually approved independent expert reports.

LIABILITY FOR LOSS OR DAMAGE

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

STORAGE CHARGES

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

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

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

Large items (Items that cannot be lifted or moved by one person alone): handling fee of £50 per lot plus storage charges of £5 per lot per day.

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

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

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

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

SAFEY AT SOTHEBY’S

If you have any concerns relating to the safety of any items more closely please ask for staff to ensure your safety and the safety of other people on the premises.

Some items on view may be labelled “PLEASE DO NOT TOUCH”. Should you wish to view these items you must ask for assistance from a member of Sotheby’s staff who will be pleased to assist you.

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

Your attention is drawn to the “Guide for Prospective Buyers” at the back of this catalogue, item 1, paragraph 7 entitled “Conditions of Lots” and to Clause 3 in the Conditions of Business towards the end of the catalogue.

In our opinion probably a work by the artist.

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

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

In our opinion a copy at a later date of a known work by the artist. In the case of 19th century sculpture this indicates that in our opinion the work was made by a foundry or editor at a later date and apparently without exclusive rights.

In our opinion a work from that region and of that date.

In our opinion a work executed in the style of the Renaissance but not necessarily of that date.

The term signed and/or dated and/or inscribed means that in our opinion the signature and/or date and/or inscription are original to the model or authorised by the sculptor’s studio or editor but not necessarily from the hand of the artist.

The term bearing the signature and/or date and/or inscription means that in our opinion the signature and/or date and/or inscription have been added at a later date.

Dimensions are given height before width.

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FORTHCOMING AUCTIONS
A comprehensive calendar of international auctions, in addition to all sale results, can be viewed at sothebys.com

TABLEAUX, SCULPTURES, ET DESSINS ANCIENS ET DU XIXE SIÈCLE
21 June 2018
Paris

TREASURES
4 July 2018
London

19TH & 20TH CENTURY SCULPTURE
11 July 2018
London
NOTES

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

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

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