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Tuesday 27 November 2012, at 2pm
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1

Leon Joubert (French, 1871-1920)

View of the Acropolis and the Herodium

signed 'L. Joubert' (lower right)

oil on canvas

66 x 96 cm.

£7,000 - 10,000

€8,700 - 12,000





2

Cesare Felix Georges dell' Acqua (Italian, 1821-1904)

The Nobleman Anagnostis Giannoulidis
signed and dated 'Cesare Dell Acqua 1860' (lower left)
watercolour on paper

35.5 x 28 cm.

£8,000 - 12,000

€10,000 - 15,000

Bearing a hand written inscription on the reverse reading "Anagnostis, one of the main noblemen of Greece, pondering over the liberation of his country from the Turks".

Anagnostis Giannoulidis was a member of King Othon's parliament when he sat for the portrait. He later became mayor in Andros (1861-1863).

Cesare Felix Georges Dell'Acqua was famous for his treatment of Greek subjects and in particular scenes from the Greek War of Independence. A notable example of his ability to depict the personal element of larger historical movements is the work titled 'Greek mother' that made a world record price in these rooms in December 2007.



3^{AR}

Ioannis Poulakas (1864-1942)

Seascape near Volos

signed in Greek (lower right)

oil on canvas

99 x 54 cm.

£8,000 - 10,000

€10,000 - 12,000

4

Théodore Jacques Ralli (1852-1909)

An offertory candle

signed 'Ralli' (lower left)

oil on canvas

56 x 38 cm.

£40,000 - 60,000

€50,000 - 75,000

PROVENANCE:

Christies London, Sale of 11.5.1984, lot 139.

Acquired from the above sale by the present owner.

Capturing the beauty of holiness and the holiness of beauty, this wonderful vignette of peasant piety evokes a noble sentiment of relaxed meditation and pensive tenderness. "Ralli's art is best represented in his 'prayer scenes' in which idealised figures immersed in a spiritual ambiance convey a feeling of veneration and religiosity. The human forms harmoniously match the austerity of the Byzantine church, which the artist became familiar with during his travels to Mt. Athos, Meteora and other parts of mainland Greece."¹ (Compare Young woman lighting a candle in a church, Athens, Y. Perdios collection.)

Moulded by a beam of invading light, the beautiful face of the young Greek maiden strongly contrasts with the dark interior lit by the flickering candles, while in the dim light, four sacred figures painted on the background wall loom as transcendental presences, enhancing the poetry of the scene. As noted by former Athens National Gallery Director A. Ioannou, "the Orthodox religious atmosphere in the dark interior of a small Greek village church could have found no better interpreter than Ralli."²

¹. M. Papanikolaou, *Greek Genre Painting of the Nineteenth Century* [in Greek], Thessaloniki, 1978, pp. 8-9.

². A. Ioannou, *Greek Painting*, Melissa publ., Athens 1974, p. 244.





5^{AR}

Apostolos Geralis (1886-1983)

Carrying water

signed in Greek (lower left)

oil on panel

65 x 54 cm.

£4,000 - 6,000

€5,000 - 7,500

PROVENANCE:

Private collection, Athens.



6^{AR}

Apostolos Gerasis (1886-1983)

Girl embroidering by the window
signed in Greek (lower left)

oil on canvas
101 x 70 cm.

£7,000 - 10,000

€8,700 - 12,000





Nicholaos Gysis (1842-1901)

Examining the dogs

oil on canvas

59.5 x 82 cm.

£100,000 - 150,000**€120,000 - 190,000**

Painted c. 1870.

PROVENANCE:

Iphigenia Gysis (possibly).

Peabody Collection, Baltimore.

William Fisher, USA.

Private collection, USA.

Private collection, Athens.

EXHIBITED:Athens, National Gallery and Alexander Soutzos Museum, *Nicholaos Gysis - The Great Creator*, 2001, no 7 (p. 21 illustrated in the catalogue).

Nicholaos Gysis

Examining the dogs

"This painting of mine, Examining the dogs, depicts a certain custom, which takes place here [in Munich] twice a year. Don't let my choice of subject perplex you. Even the Germans here wonder why I, a stranger, show interest in their customs. My teacher [Karl von Piloty] is extremely pleased with me and says to everybody: 'Gysis must stay with us here.' Let them say on. I know which country is my homeland." Letter to N. Nazos, September 21, 1870.¹

This genre painting is one of the first in a series of works by Gysis that deal with subjects drawn from daily life and records his stylistic evolution at the outset of his illustrious career, while providing valuable information regarding his thorough study of the old masters at Munich's Alte Pinakothek.² Gysis drew on Dutch genre paintings of the 17th century, depicting everyday scenes with warmth and tenderness that, like their Dutch predecessors, were rich in narrative detail, renouncing, however, the bawdiness often associated with such pictures. His palette is suffused in grey-green hues in the vein of G. Terborch and G. Metscher whose work he self-admittedly emulated. The artist applied this colour scheme to all the works he completed prior to his first trip back to Greece and the Orient in 1872-74 (compare *The Painter in the Orient*)

Examining the dogs is a multi-figured scene set in the courtyard of a Bavarian house that develops in a semi-circular manner, partially under a wooden arbour. Slightly off centre in this masterly composition, in which the figural groups are positioned as a series of overlapping triangles, Gysis highlights an elderly woman in a vividly coloured red shawl holding her pet on a wooden crate and showing its teeth to the veterinarian, who leans in for a closer and prolonged inspection. From there, the composition spills forward towards the edges of the canvas in the shape of an inverted V, including various types - women in peasant garb, children, adults and elderly dog-owners, while a genteel lady in black along with her well-dressed child and their good-looking pet dog stand out on the extreme right. The same broad variety of types is also manifest among the canine protagonists, with many different breeds, sizes and colours shown.

This amphitheatrical arrangement of attractive vignettes recalls the signature compositional format of Gysis's teacher Karl von Piloty. As noted by the late Dr. N. Missirli who prepared the artist's monograph, "in terms of the overall compositional design, Gysis followed on the footsteps of the German master, whose seemingly spontaneous layout but in fact well-thought out choreographic staging he used in his multi-figured scenes. Here, however, the many figures are not drawn to a single focal point, but form different groupings and include individuals who patiently await their dogs' examination."³ These various areas of interest are both bisected and unified by the empty pictorial space which fills much of the centre fore- and middle ground, creating a compelling sense of depth. By effectively combining this unadorned space with a variety of carefully studied themes and postures and by utilising swift and energetic brushstrokes, Gysis created a pictorially harmonious reality and conveyed a sense of presence and tactile immediacy that instantly engages the viewer in the narrative.

¹. *Letters by Nicholaos Gysis* [in Greek], Eklogi editions, Athens 1953, p. 20.

². See *Treasures of Modern Greek Art - The Yannis Perdios Collection* [in Greek], exhibition catalogue, National Gallery - A. Soutzos Museum and Mt. Sinai Foundation, Athens 1998, p. 120.

³. N. Misirli, *Gysis* [in Greek], Adam editions, Athens 1995, p. 46.



Dimitrios Georgantas (1851/5-1933)

Contadina

signed and dated 'Giorgandas / Roma 1885' (middle left)

oil on canvas

60 x 48 cm.

£40,000 - 60,000**€50,000 - 75,000****PROVENANCE:**

Private collection, Athens.

LITERATURE:S. Lydakís, *The Greek Painters - Dictionary*, Melissa Editions, Athens 1976, p. 72 (illustrated).S. Lydakís, *The History of Modern Greek Painting (16th-20th Century, The Greek Painters*, vol. 3, Melissa editions, Athens 1976, p. 249 (full page illustration).A. Kotidis, *Greek Art, 19th Century Painting*, Ekdotike Athenon editions, Athens 1995, p. 230 (discussed), p. 87 (illustrated).

In 1885, Dimitrios Georgantas painted in Rome his iconic Contadina, one of the finest moments of 19th century Greek portraiture for which the art historian S. Lydakís reserved a full page illustration in his seminal *History of Modern Greek Painting*. A work of incisive observation and interpretation of facial characteristics painted with lucidity of vision and sensitivity to colour values, the portrait is remarkable for the palpable presence and piercing gaze of the sitter that deviate from the stereotypical conventions of the genre.¹ Impeccably painted in warm, earthy colours and enlivened by brilliant details set against an austere background, Contadina (peasant girl) bears eloquent witness to the artist's exceptional skill not only in faithfully recording visual data but also in delving into the inner world of the young peasant girl to offer the viewer an intimate glimpse of her emotional identity.

Compared to the artist's previous output from the early 1880s, Contadina, as noted by art historian A. Kotidis, "is distinguished by a brighter palette, softer tones, a more naturalistic design, and a finer finish using much thinner brushes, in an almost veristic representation of the sitter. In his handling of colour, Georgantas achieved an exceptionally high degree of luminosity, something that would have seemed rather inexplicable had he only studied in Athens and Munich. His Italian influences are also verified by the ornamental overtones produced by the designs and the bright red edging on the girl's shoulder-hugging shawl. This work belongs to a long tradition of genre portraits that adorned the homes of city dwellers hailing from rural areas. Peasant girls, young shepherds and various characters of all ages in quaint costumes, whether from the Italian (as in this case), the Bavarian or the Greece countryside, confirmed their owners' ties with their pre-urban past. The large number of paintings with similar subjects in 19th century Greek art clearly shows that there was a significant market for such works."²

Georgantas studied painting at the School of Arts in Athens under N. Lytras and at the Academy of Munich (1883-1884) under N. Gysis, where he distinguished himself in an international competition and was awarded a medal by Ludwig II of Bavaria.³ He also studied painting in Rome and Byzantine art on Mt. Athos. The prestigious shows in which he participated include the Olympia of 1888 and the 1889 Exposition Universelle in Paris.

¹. "Georgantas's portraits are distinguished by realistic accuracy and psychological finesse." S. Lydakís, *The History of Modern Greek Painting (16th-20th Century)*, *The Greek Painters* [in Greek], vol. 3, Melissa editions, Athens 1976, p. 248. "His portraits are of exceptional quality." S. Lydakís, "The Greek Portrait. Notes on Modern Greek Portraiture" [in Greek], *Techni & Logos* magazine, no. 9-11, June-August 1986, p. 4.

². A. Kotidis, *Greek Art, 19th Century Painting* [in Greek], Ekdotike Athenon editions, Athens 1995, p. 230.

³. In a letter of his, dated June 25, 1886, N. Gysis mentioned: "I am very pleased that 31 of my students distinguished themselves. Ten were honoured with bronze medals and one with silver, while the rest received commendations. Among those awarded there were three Greeks, one of whom was Georgantas from the island of Tinos." *Letters by Nicholaos Gysis* [in Greek], Eklogi editions, Athens 1953, p. 145.





9AR

Spyridon Scarvelli (1868-1942)

Sunset in the Nile

signed 'Scarvelli' (lower left)

oil on canvas

47 x 95 cm.

£12,000 - 18,000

€15,000 - 22,000



10^{AR}

Dimitrios Litsas (1883-1952)

Caravan

signed in Greek (lower right)

oil on canvas

66 x 139.5 cm.

£8,000 - 12,000

€10,000 - 15,000





Nicholaos Gysis (1842-1901)

The painter in the Orient
indistinctly signed (lower right)

oil on canvas

56 x 80 cm.

£150,000 - 200,000

€190,000 - 250,000

Painted in 1875.

PROVENANCE:

M.D. Loverdou collection, Athens.

Private collection, Athens.

EXHIBITED:

Athens, National Gallery and Alexandros Soutzos Museum,

Nicholaos Gysis - The great creator, 2001, no 21, p. 32

(illustrated in the exhibition catalogue).

LITERATURE:

Nelli Misirli, *Gysis*, Adam Editions, Athens 1996, no 43, p. 94

(illustrated).

A master of genre painting, Gysis captures a vignette of oriental daily life in a spartan setting enlivened by energetic brushstrokes, wonderful passages of bright colour and charming details, such as the palette lying on the floor and the shinning headpiece of the young girl who is being prepared by three women to sit for a bearded painter, probably Gysis's lifelong friend Nikiforos Lytras.¹ The flashes of brilliant white in the local costumes and especially in the artist's sketchbook establish a certain rhythm, drawing the eye from one figure to the other, building up a vibrant and moving composition. The generalised rendering, diffused outlines and elimination of detail point to the artist's concern with purely pictorial and compositional issues.

In 1873, Gysis, together with Lytras, embarked on an artistic journey to Asia Minor to observe and study the local people and customs. In the second half of the 19th century, being the closest non-Christian regions to Europe, the Near East and North Africa exercised a profound fascination upon the West, spawning imaginative evocations in poems, novels and artistic representations. Recognized itineraries and an expanding corpus of travel literature, such as Mark Twain's *Innocents Abroad*, made these regions more generally accessible, while Orientalist paintings were exhibited annually at the Royal Academy and the Paris Salon.

One of the preoccupations which deeply affected the western understanding of the Orient was the belief that it could satisfy the West's urge for exotic experience, offering artists the opportunity to venture beyond the restrictions of classical rules and allowing viewers to escape a strictly organised and disciplined way of life.²

Gysis's trip to the Orient had a profound impact on his artistic evolution and led to the development of a new style that retained elements of the Munich School teachings remoulded, however, through the eyes of a Greek and, in a broader sense, an easterner for whom the Orient was neither a romantic ideal nor a dreamy fantasy but a deeply felt familiar reality. Upon his return to Munich in June 1874 full of vibrant images and vivid impressions, the artist again took up multi-figured compositions adhering to some of the Academy's tenets, but held on to the breakthroughs he achieved during this life-changing trip. Strongly influenced by the dazzling wonders of the Orient, Gysis came up with his own interpretation of the Piloty school's principles regarding the handling of colour.³ As argued by T. Tsatsos, "colour became as critical for Gysis' design as light was for ancient Greek sculpture. It imbued his design with an instantaneous, fleeting, yet vibrant feel."⁴

The painter in the Orient is based on the narrative description of the subject, the spatial arrangement of the figures according to the principles of the Munich Academy and, at the same time, on the pursuit of painterly values relying on colour juxtapositions. As noted by the late Dr. N. Misirli who prepared the artist's monograph, "Gysis's great interest in the painterliness of his works is clearly indicated in his oil studies, while in his preliminary composition of *The painter in the Orient* he followed a different narrative sequence but used the same white and red highlights as well as the glittering coinage and intricate embroidery of traditional costumes. Moreover, this group of paintings establish the types of the Greek mother, young girl and palikare (young brave), contributing to the creation of an atmosphere characteristic of Gysis's work."⁵

¹ See M. Papanikolaou, *Art History in Greece, 18th and 19th Century*, Adam editions, Athens 202, p.150.

² See *The Orientalists: Delacroix to Matisse, The Allure of North Africa and the Near East*, M.A. Stevens ed., Thames and Hudson, New York 1984.

³ See N. Misirli, *Gysis* [in Greek], Adam editions, Athens 1995, p. . 82 ; N. Misirli, "The painter Gysis, his Life his Work and his Era" [in Greek], *Nicholaos Gysis 1842-1901, The Great Artist*, exhibition catalogue, National Gallery - Alexandros Soutzos Museum, Athens 2001, p. 24.

⁴ T. Tsatsos, *About Painting* [in Greek], Estia publ., Athens 1970, p. 48.

⁵ N. Misirli, *Gysis*, p. 92



12^{AR}

Ioannis Poulakas (1864-1942)

Fishermen at dawn

signed in Greek (lower right)

oil on canvas

87 x 75 cm.

£15,000 - 20,000

€19,000 - 25,000







13

Constantinos Volanakis (1837-1907)

Heading into shore

signed in Greek (lower left)

oil on canvas

71 x 111 cm.

£70,000 - 100,000

€87,000 - 120,000

PROVENANCE:

Epaminondas Simantiras collection who acquired the work directly from the artist's sister.

Private collection, Athens.

Surging confidently through choppy seas, an imposing two-masted sailing vessel showcases Volanakis's great aptitude in capturing a ship's likeness in all its intricacy, splendour and forceful energy. Its vigorous presence dominates the picture plane, while the low horizon gives full value to the spaciousness of the translucent sky, evoking a substantial visual depth in the vein of 17th century Dutch masters. The diagonal stream of evanescent clouds, soaring across this vast expanse and seeming to unfurl beyond the confines of the canvas, matches the movement of the rolling waves, creating a diagonal rhythm that draws the eye to the rocky shore on the right. Not too far away, these looming cliffs may be read as a metaphor for the ever-present perils an able navigator must constantly steer clear of. The painting's force is also owed to the energetic portrayal of the boat heading ashore and the meticulous articulation of its passengers. Exceptionally rendered, this patchwork of people animates the entire scene, while perfectly blending in with the natural environment. Both in his years in Munich Academy and during his Greek period (1884-1907), which this work belongs to, Volanakis perceived the seascape as a homogenous whole allowing him to seek the ideal balance between nature's elemental forces and man's will to master.







14

Vassilios Hatzis (1870-1915)

A peaceful scene by the shore

signed in Greek and dated '97 (lower right)

oil on canvas

60.5 x 98 cm.

£80,000 - 120,000

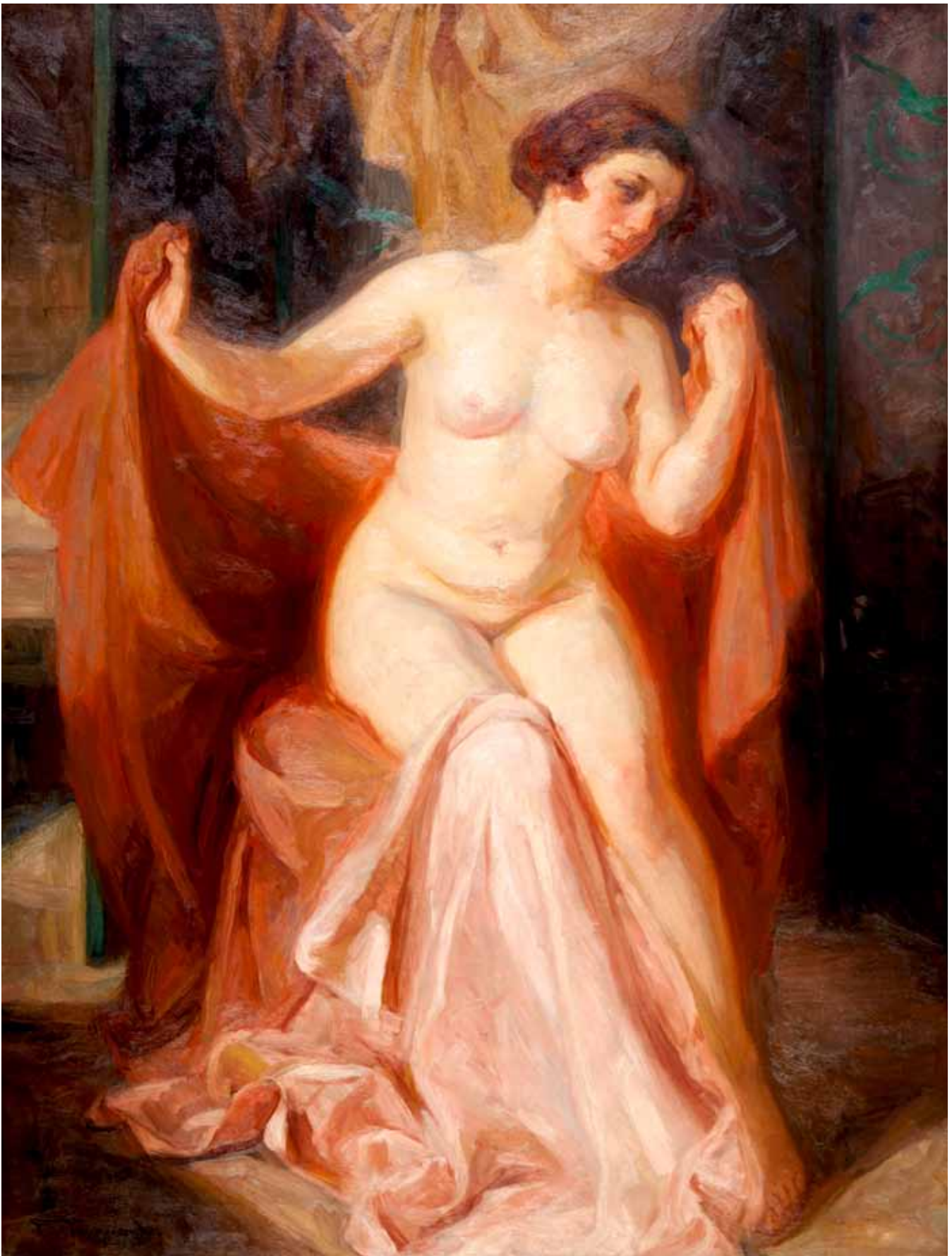
€100,000 - 150,000

Painted in 1897.

A disarmingly beautiful painting, full of light and joie de vivre, this tranquil seashore scene is one of Hantzis's finest and most accomplished works. Distinguished by crisp design, colour sensitivity, compositional balance (note how the low horizon that gives full value to the spaciousness of the sky is punctuated by the vertical accent of the standing boy) and great skill in rendering groups of people integrated in their natural surroundings, this fascinating image of beached boats and fishermen at work chants the stories of everyday life on the Greek seacoast.

The son of a shipowner and an eminent exponent of the Munich school, though he never studied at the Bavarian capital's Academy of Fine Arts, Hantzis was an exceptional talent, often rivalling or even surpassing his teacher C. Volanakis.







16

15^{AR}

Giorgios Gounaropoulos (1889-1977)

The artist's muse

signed in Greek (lower left)

oil on canvas

131 x 101 cm.

£10,000 - 15,000

€12,000 - 19,000

PROVENANCE:

Acquired by the present owner in 1978.

16^{AR}

Giorgios Gounaropoulos (1889-1977)

Flowers with landscape in the background

signed 'G. Gounaro' (lower left)

oil on canvas

65 x 82 cm.

£4,000 - 6,000

€5,000 - 7,500

PROVENANCE:

Private collection, Athens.

17

Constantinos Maleas (1879-1928)

The sources of the Nile
signed in Greek (lower right)
oil on cardboard
45 x 45 cm.
£30,000 - 50,000
€37,000 - 62,000

Painted in 1923.

PROVENANCE:

S. Kourvetaris collection, Athens.
Private collection, Athens.

EXHIBITED:

Athens, Zappeion Megaron, *Maleas Retrospective*, December 1924.
Athens, Ethoussa Stratigopoulou, *Group Show*, November 1925.
Munich, Galerie Paulus, *Maleas*, May 1927.
Athens, Zappeion Megaron, *Maleas Retrospective*, December 1928.
Athens, Studio, *Retrospective*, February 1-28, 1935.
Venice Biennale, 1936.
Athens, Parnassos, *Retrospective*, November 24 -December 14, 1938.
Volos (possibly), *Maleas Retrospective*, 1936 (possibly).
Athens, National Gallery and Alexander Soutzos Museum, *Maleas Retrospective*, Athens, May-July 1980, no 129.

LITERATURE:

A.Kotidis, *The Painter C. Maleas (1879-1928)*, doctoral dissertation, Thessaloniki 1982, no.169, pp. 148-149 (discussed), fig. 6.24 (illustrated).
E. Mathiopoulos, *The Participation of Greece in the Venice Biennale 1934-1940*, doctoral dissertation, vol. B', Rethymno 1996, p. 610
A.Kotidis, *Constantinos Maleas (1879-1928)*, Adam editions, Athens 2000, pp. 196-197, 200-201 (discussed), p.202 (illustrated).



18

Constantinos Maleas (1879-1928)

Luxor

signed 'Maleas' (lower left)

oil on panel

31 x 41 cm.

£30,000 - 50,000

€37,000 - 62,000

Painted c. 1909-1910.

PROVENANCE:

D. Staikos collection, Athens, until 1982.

Private collection, Athens.

EXHIBITED:

Constantinople, *Maleas exhibition*, November-December 1910.

Athens, National Gallery and Alexander Soutzos Museum, *Maleas*, Athens 1980, no 36.

Athens, National Gallery and Alexander Soutzos Museum, *Metamorphoses of the Modern - The Greek Experience*, Athens, May-September 1992, cat no 12, p.34 (illustrated in the catalogue).

LITERATURE:

A. Kotidis, *Maleas*, Adam Editions, Athens 2000, p. 52 (illustrated).

A. Kotidis, *The Painter C. Maleas (1879-1928)*, doctoral dissertation, Thessaloniki 1982, no.22, p. 56 (discussed), fig. 2.10 (illustrated).





19

Theofilos Hadjimichail (1867-1934)

Erotokritos and Aretousa
titled in Greek on the upper part
natural pigments on textile
65 x 58 cm.
£80,000 - 120,000
€100,000 - 150,000

PROVENANCE:

Private collection, Athens.

EXHIBITED:

Athens, British Council, *Theofilos Exhibition*, May 2-31 1947, no.9.
Athens, Greek-American Union, *Exhibition of Paintings by the Painter Theofilos*, February 7-26, 1964, no.1.

LITERATURE:

Nea Estia journal, no. 478, June 1, 1947, p. 692.
Theofilos, Edition of the Commercial Bank of Greece, Athens 1967, no 92 (illustrated).
The Greek Painters, vol. 1, From the 19th Century to the 20th, Melissa editions, Athens 1974, p. 448 (referred).
O. Elytis, *The Artist Theofilos*, Ermeias editions, Athens 1978, pp. 55-56 (discussed), p. 65 (illustrated).
F.E. Pezone, *Theofilos*, Lineamenti Bio-Biblio-Iconografici per una Monografia sul Pittore Popolare Greco, Edizioni dell' Istituto di Studi Atellani, 1984 (illustrated).
Y. Zoras, *Theofilos and Erotocritos*, Ombrela editions, Athens 1989, pp. 5-6 (discussed), p. 17 (illustrated).
I. Alexopoulou-Kaliyanni, *Modern Greek Painting-Sculpture-Literature*, doctoral dissertation, Athens 1992, vol. A' p. 112,178 (referred), vol. B' fig. 1.24 (illustrated).
M. Moschou, *On Theofilos Hadjimichael's Biography*, doctoral dissertation, Athens 2005, vol. 4, IV.27, p. 70 (referred).
Y. Kaplani, *Theofilos, Works by the Painter at the Museum of Greek Folk Art*, Greek Ministry of Culture - Museum of Greek Folk Art, Athens 2010, fig. 18, p. 27 (illustrated).

According to Nobel laureate O. Elytis, lot 19 "is the best Erotocritos and Aretousa Theofilos ever painted, a miracle of nature that embraces the legendary couple, where the rose and blue pleated costumes so delightfully match the roses and foliage around them."¹

Amidst a luxuriant, paganistic garden, where boldly coloured flowers, exuberant foliage and a majestic peacock are engaged in a Dionysian dance, Erotocritos has climbed a rope ladder to reach the balcony of his beloved Aretousa. He is portrayed, however, frontally with only his bent right leg indicating an upward movement. The young princess embraces him and leans in to kiss him stretching her wonderful long neck set against the cascading locks of her blond hair. The composition is further animated by a row of buildings in the background used as an indication of the structured space needed to set the stage for the meeting of the two lovers.

Written by Vintsentzos Kornaros around 1640, at a time when Crete laid across the lifelines of commerce and culture between Venice and Constantinople, Erotokritos is considered the masterpiece of Cretan poetry and a milestone in the history of Greek literature. The story of this heroic verse romance runs as follows: Erotocritos falls in love with the King's daughter Aretousa, whom he serenades night after night. Aretousa, enchanted by his beautiful songs falls in love too.

After various secret meetings between the two lovers, Erotocritos asks the king for her hand in marriage. The king, infuriated by this request, exiles the young lover and casts Aretousa into a dark dungeon. Later, when the city is about to fall to invaders, Erotokritos arrives in time to save the day. As a reward he asks for the hand of Aretousa, which is gratefully granted, and the two lovers reign happily ever after over the kingdom of Athens. Setting great store by true love, courage and patriotism, the poem enjoyed immense popularity among Greeks, who learned it from refugees after the fall of Crete in 1669. The romance became a national poem and its hero a symbol of suffering Hellenism, exalted side by side with Digenis Akritas and Alexander the Great.²

The lovers' meeting on the balcony, as depicted in Theofilos's painting, has no exact counterpart in the poem, which recounts their conversation through a double barred window.³ As noted by theatre expert K. Nitsos, "the meeting is obviously related to the balcony scene in Romeo and Juliet. This seems to support the conjecture that Theofilos was inspired by the performance of a travelling theatre company. It can also be inferred by the theatricality of the Renaissance costumes and the balcony's architecture, even the curtain-like drapery at the balcony's entrance."⁴

Though Erotocritos is represented in a Renaissance outfit and the scene does not correspond exactly to the poem, Theofilos's painting is imbued by a profoundly Greek atmosphere. The buildings in the background seem perched on a hill, resembling the mansions of the Mt. Pelion villages, while the same Greek spirit is evident in the depiction of the foreign garb. As noted by K. Nitsos, "Theofilos's self-assured and courageous Aretousa, the gaze, the luxurious moustache and the facial traits of his Erotocritos, which make him look no different than the other braves he painted, endow the scene with an air of folk gallantry and honesty, poignantly capturing -even reviving- the Greek spirit and the Greek ethos of the Cretan Renaissance. Note the fascinating pictorial, even theatrical interplay of stripped and monochromatic fabrics and the different shades of blue generated by the alternating pleats and foldings. Amidst ochres and reds, this radiant blue echoes the magnificent Byzantine harmonies that blend with both western influences and traditional sources without seeming to clash or being out of place."⁵ Erotocritos has struck deep roots in the Greek soul and not surprisingly Theofilos's legendary wooden chest contained a popular edition of this celebrated narrative poem.⁶

¹ O. Elytis, *The Artist Theofilos* [in Greek], Ermeias editions, Athens 1978, pp. 55-56.

² See V. Kornaros, *Erotocritos*, Papazissis Publishers, Athens 1984, pp. 19-22.

³ "bars blocked the window all along", V. Kornaros, *Erotocritos*, Canto III, ver. 395-396.

⁴ K. Nitsos, "A Short Note on Theofilos" [in Greek], *Theatro* magazine, no.4, July-August 1962, p. 7.

⁵ Nitsos, "A Short Note on Theofilos", p. 7. See also I. Alexopoulou-Kaliyanni, *Modern Greek Painting-Sculpture-Literature*, doctoral dissertation, Athens 1992, vol. A' p. 115.

⁶ G. Seferis, *Dokimes* (Treatises) [in Greek], Fexis editions, Athens 1962, p. 58.

Please note that due to Greek Regulation, this lot cannot be exported from Greece and will be available for viewing and inspection in Athens, either by appointment or during the Athens Preview, 13-15 November. This painting will be located in Athens during the auction.





20

20^{AR}

Yiannis Spyropoulos (1912-1990)

Open market

signed in Greek (lower right)

oil on canvas laid on cardboard

29 x 39.5 cm.

£5,000 - 7,000

€6,200 - 8,700

Painted c. 1943.

21^{AR}

Vassilis Germenis (1896-1966)

The church of Paraportiani in Mykonos

signed in Greek (lower right)

oil on panel

50 x 35 cm.

£3,000 - 5,000

€3,700 - 6,200

PROVENANCE:

Private collection, Athens.



21



22^{AR}

Polykleitos Regos (1903-1984)

The monastery of Zografou, Mount Athos
signed and dated 'POL. REGOS / 1963' (lower left)
oil on hardboard

72 x 70 cm.

£5,000 - 7,000

€6,200 - 8,700

PROVENANCE:

Private collection, Serbia.

EXHIBITED:

Belgrad, *Ulusov Pavijon na Kalemegdanu*, 29 April - 5 May, 1964, no 19.

23

Constantinos Maleas (1879-1928)

Shore in Attica

signed in Greek (lower left)

oil on cardboard

31.5 x 52.5 cm.

£40,000 - 60,000

€50,000 - 75,000

PROVENANCE:

Private collection, Athens.





24^{AR}

Theofrastos Triantafyllidis (1881-1955)

The models

signed in Greek (lower left)

oil on canvas

55.5 x 65.5 cm.

£20,000 - 30,000

€25,000 - 37,000

PROVENANCE:

Acquired directly from the artist by the father of the present owner.



25^{AR}

Georgios Bouzianis (1885-1959)

Landschaft mit Haus

signed twice, dated 'Paris 31' and titled (on the lower part)

watercolour on paper

51 x 64 cm.

£10,000 - 15,000

€12,000 - 19,000

PROVENANCE:

Private collection, Athens.

Sotheby's Greek Sale, 14 November 2007, lot 101.

Acquired from the above sale by the present owner.



26^{AR}

Yiannis Tsarouchis (1910-1989)

Portrait of a dancer

signed in Greek and dated '11-10-59' (lower left)

oil on canvas

56 x 48 cm.

£20,000 - 30,000

€25,000 - 37,000

PROVENANCE:

Iro Sismani, choreographer (1922-2012), Athens.

Private collection, Athens.

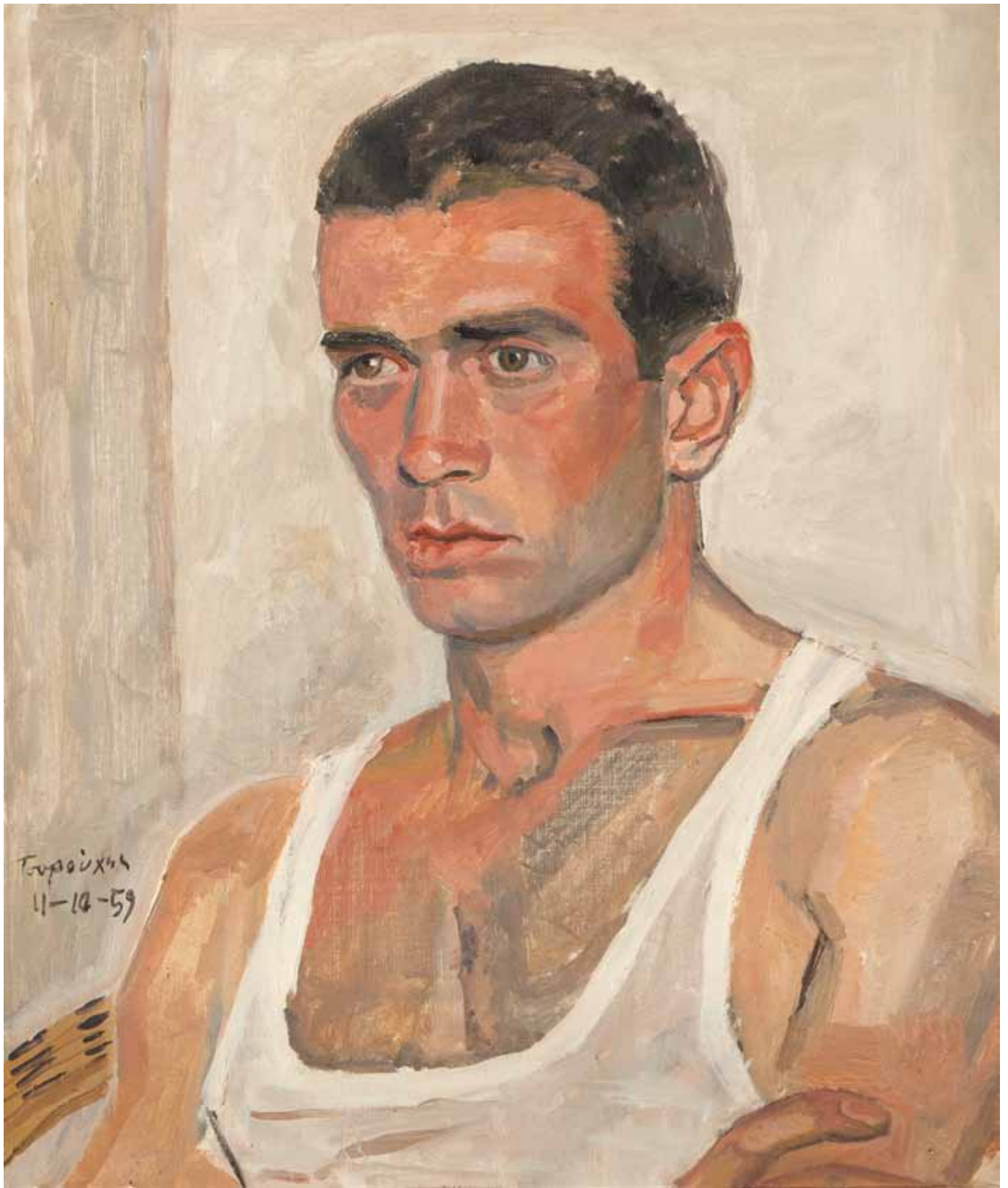
LITERATURE:

E. Florou, *Tsarouchis - Painting*, (doctoral dissertation) vol. 1, Athens 1989, no. 447, p. 238.

E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora-A.A. Livanis editions, Athens 1989, no. 530, p. 272.

Featured prominently above Tsarouchis's bed in a famous 1961 photograph of the artist in his home studio by American photographer Slim Aarons, this bust-length portrait of a young Greek male epitomizes the artist's signature subject. Distilled with marvellous restraint, the sitter gazes outwards in intense scrutiny, while the slightly low vantage point lends a sense of lofty stature. Impeccably painted in earthy colours highlighted by solid outlines and confident brushwork, the work conveys a striking immediacy and resilient allure, distantly echoing some of Gysis's psychologically acute portraits (compare Farmer from Tinos, Bonhams Greek Sale, 13.12.2005, lot 43) and impelling the viewer to scratch beyond the veneer to seek the inner world of the young Greek. As noted by D. Kapetanakis, "Tsarouchis managed, with the wisdom of his art, to elevate a model posing in his studio into a symbol of the Modern Greek spirit."¹ The honesty of representation, genuineness of character and purity of form give this portrait its power and directness, while a tiny fragment of a cane chair on the lower left provides a discreet decorative appeal that unifies the composition into a captivating and convincing work of art.

¹. D. Kapetanakis, *Yiannis Tsarouchis, Return to Roots*, Nea Grammata magazine, 1937 as reprinted in Tsarouchis [in Greek], Zygos, Athens 1978, pp. 7-8.





27a



27b



27^{AR}

Alecos Condopoulos (1905-1975)

(a) Nude

signed in Greek and dated '958' (lower right)

acrylic on paper

34.5 x 23.5 cm.

(b) Abstract

signed in Greek and dated '953' (lower left)

gouache on paper

24.5 x 34.5 cm.

(2)

£8,000 - 12,000

€10,000 - 15,000

LITERATURE:

For (a):

Alecos Condopoulos, Athens 1979, no 129 (illustrated).

28^{AR}

Alecos Condopoulos (1905-1975)

Three dancers

signed in Greek and dated '958' (lower left)

oil on hardboard

45 x 62 cm.

£6,000 - 8,000

€7,500 - 10,000

Painted in 1958.

29^{AR}

Nikos Hadjikyriakos-Ghika (1906-1994)

After the rain

signed and dated 'Ghika / 78' (lower left); signed, dated and inscribed 'Ghika 1978 / After the rain' (on the reverse)

oil on canvas

73 x 73 cm.

£80,000 - 120,000

€100,000 - 150,000

PROVENANCE:

Private collection, Athens.

LITERATURE:

Cleanthi-Christina Valkana, *Nikos Hadjikyriakos-Ghika, The Paintings*, Benaki Museum Edition, Athens 2011, cat no 464, p. 309 (illustrated with wrong cataloguing).

An untamed landscape unleashed in paint, where earth and sky, air and rock are entangled in a cosmogonic whirlpool of interwoven lines and forms, *After the rain* is an outstanding picture of pulsating energy and complex rhythm that reveals the potent forces of nature. "I want the viewers to feel the sounds emanating from the orchestration of different forms, different shapes and different lines. In other words, I want the viewer to feel the knife used to carve out nature."¹

In the late 1970s, the artist became again interested in delving into the innermost secrets of nature and expressing "the most arcane nuances of the mystery of natural phenomena."² By exploring the different qualities of light and atmosphere and highlighting the dynamic character of water, the artist translated the fleeting impressions of cloudcover and rain into a sophisticated vocabulary of form. However, Ghika was not only interested in the landscape's constant movement and dynamic elusiveness but also sought to capture its everlasting geological structure and inner truth.³ What he was most concerned about was to convey both the reality of the changing atmospheric effects and the reality of the rocky terrain, which stands forever, weathering the next storm as it has weathered millions before.

A work of explosive vibe and Dionysian contemplation, *After the rain* perfectly illustrates Ghika's mystical connection to nature. Everything seems to be an integral part of the composition, participating equally in this feast of creation, subject to a transcendental rhythm and steeped in an atmosphere of dramatic suspense. As the chequered pattern of the hilly landscape meanders towards the horizon, the viewer's gaze glides quickly into the distance and comes to rest on the spectacle in the sky, which rolls onward like a roaring ocean. The whirling clouds, with their pronounced materiality and full-bodied forms make the whole firmament crackle with electric charge, echoing the fervent turbulence of van Gogh's *Starry Night*, while the golden sunlight piercing through an opening in the centre of the painting evokes the eerie beauty of El Greco's *View of Toledo* at the Metropolitan Museum of Art, New York.

Moreover, *After the rain* reflects Ghika's need at the time to break away from geometric abstraction and return to a freer, less formal expressive language.⁴ The artist himself once said: "Venturing beyond geometric rules and harmonious designs you gain something else: more spontaneity and greater freedom."⁵ As noted by K.C. Valkana who wrote her doctoral dissertation on Ghika, the painter leaves behind his elliptical and highly evocative style with its pronounced Japanese influences and steadily regains his interest in image making, a fascinating development that seems to coincide with the period's dominant artistic and cultural trends associated with postmodernism.⁶ Prefacing the exhibition catalogue of his 1978 one man show at London's New Art Centre, Ghika himself wrote: "To reach beyond, without in the least disturbing the latent appearance or the exacerbation of everyday things."

¹. Transcribed excerpts from the 'Monogramma' television documentary, ERT-2, 1984 in *Nikos Hadjikyriakos-Ghika*, Tegopoulos publ., 2009, p. 150.

². Nikos Hadjikyriakos-Ghika, *From the East* [in Greek], Athens 1989, p. 43

³ M. See K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre* [in Greek], Benaki Museum, Athens 2011, p. 238.

⁴. Compare *After the rain?*, 1963, private collection, London.

⁵. A. Grimani, "Nikos Hadjikyriakos-Ghika, The Clock of Memories" [in Greek], interview by Ghika, *Ena* magazine, no.49, 5.10.1990, pp. 115-118.

⁶. Valkana, pp. 242-243.



30^{AR}

Panagiotis Tetsis (born 1925)

Les Blanchisseuses

signed and dated 'P.Tetsis. 56' (lower left)

oil on canvas

161.5 x 113 cm.

£20,000 - 30,000

€25,000 - 37,000

EXHIBITED:

Sao Paolo, *IV Biennale du Musée d'Art Moderne*, September-December
1957.



31^{AR}

Alecos Kondopoulos (1905-1975)

Femmes à l'oiseau

signed in Greek and dated '56' (upper left)

acrylic on hardboard

162 x 107 cm.

£20,000 - 30,000

€25,000 - 37,000

PROVENANCE:

Spyros Spiteris collection, Michigan, c. 1956.

Sotheby's Greek Sale, 14 November 2007, lot 71.

Acquired by the above sale from the present owner.

EXHIBITED:

Sao Paulo, *IV Biennale du Musée d'Art Moderne de Sao Paulo*,
September-December 1957 (listed in the exhibition catalogue, no.5,
p.239).

LITERATURE:

Alekos Kontopoulos, exhibition catalogue, National Gallery - Alexandros
Soutzos Museum, Athens 1976, p.10 (illustrated).

An important work by a leading figure of Greek modernism, exhibited at the prestigious Sao Paulo Biennale, *Femmes à l'oiseau* marks a decisive turning point in Kondopoulos's efforts to free himself from the confines of mundane reality and aspire to the creation of a new visual cosmos.

Reviewing the artist's 1957 one man show at the Zygos gallery in Athens that included the picture, art critic T. Spiteris noted: "The exhibition confirmed the artist's vacillating course between his adherence to the past and a vision of non-objectivity that would offer him emotional emancipation. Works such as *Femmes et oiseau* (1956) include direct references to objective vision. Though schematised, the figures are still recognisable. The composition is the outcome of a logical process, of clear thought, with the linear combinations and colour juxtapositions underscoring the work's architectural structure. Hints to the artist's native reality are included not as evidence of pseudo-Greekness, but rather, as the artist himself once wrote, as an allusion to an expanded reality that is universal and boundless."¹

¹. T. Spiteris, "The Poet-Painter" [in Greek], *The Greek Painters*, vol. 2, The 20th Century, Melissa editions, Athens 1974, p. 460.



32^{AR}

Nikos Hadjikyriakos-Ghika (1906-1994)

Stone wall and trees

signed and dated 'Ghika 70' (lower right)

acrylic on paper laid on canvas

49.5 x 64.5 cm.

£25,000 - 35,000

€31,000 - 44,000

PROVENANCE:

Private collection, Athens.

LITERATURE:

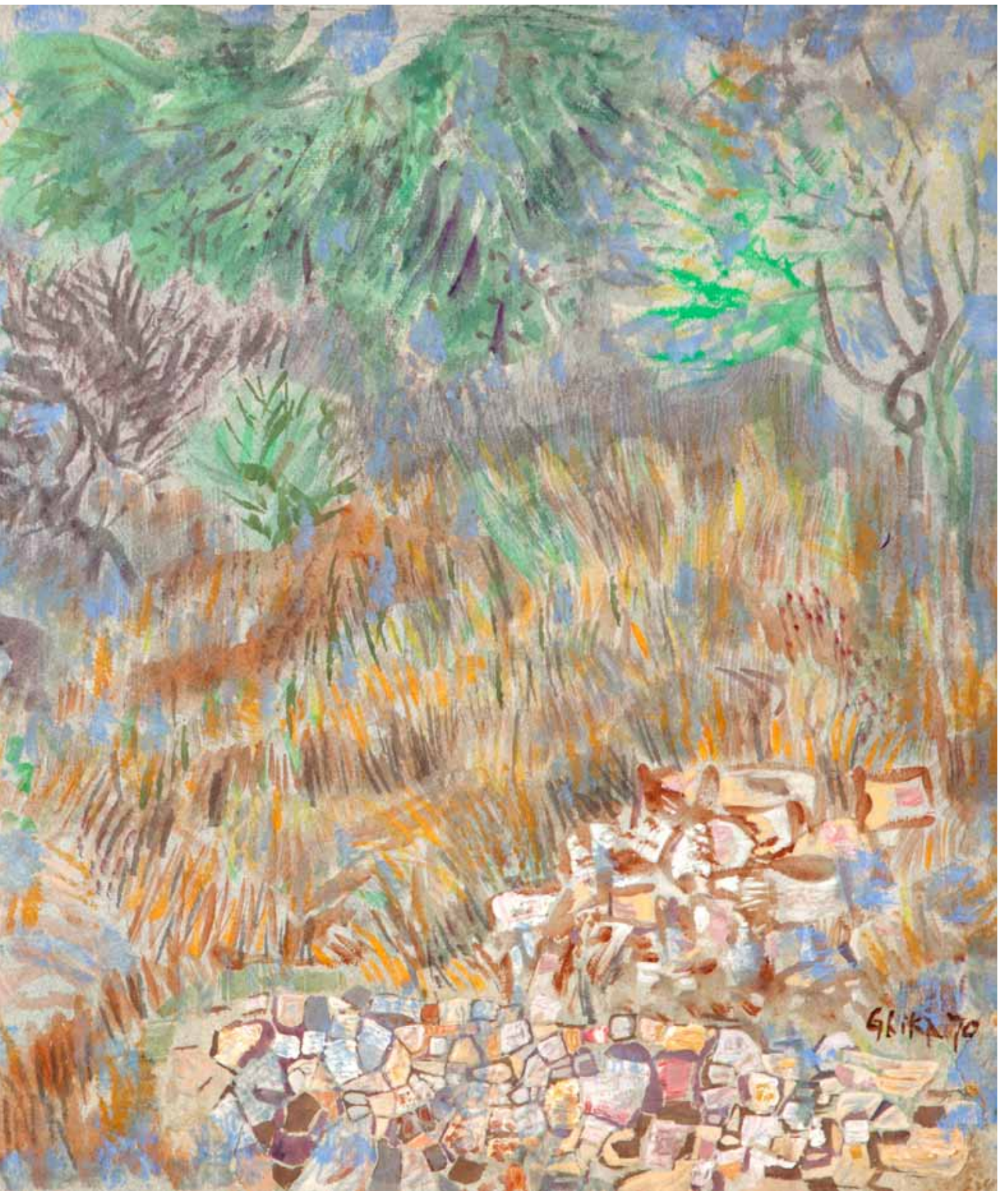
Cleanthi-Christina Valkana, *Nikos*

Hadjikyriakos-Ghika, The Paintings, Benaki

Museum Edition, Athens 2011, cat no 411 (p.

304 illustrated).









33^{AR}

Yiannis Tsarouchis (1910-1989)

The house of Yiannis Tsarouchis in Maroussi with an angel

signed in Greek and dated '72' (lower right)

oil on canvas laid on cardboard

73 x 100 cm.

£80,000 - 120,000

€100,000 - 150,000

PROVENANCE:

Private collection, Athens.

LITERATURE:

The Greek Painters, vol. 2, The 20th Century, Melissa editions, Athens 1974, p. 321 (illustrated).

Serenely luminous, discreetly noble and irresistibly attractive, this visual treatise on pure form and truthful vision by an emblematic figure of Modern Greek art is drawn by the poetry and tranquillity of the Attic landscape to suggest balance between the natural and the manmade.

Radically simplified in design and brilliantly translucent in colour, the composition is captured in the warm light of a summer's day, following the classic horizontal layering used in depicting sequences of topographic formations in panoramic landscapes, while the buildings on the middleground seem to peacefully float on the wavy terrain of the Athens suburb of Maroussi, perfectly integrated into the age-old surrounding space. As Tsarouchis himself once noted, "elementary logic and simple aesthetics compels us when building on a hilly landscape to not commit the hubris of erecting enormous structures and compete with nature's greatness."¹ The view, which extends far across the countryside to the distant Mt. Penteli, is animated by the discreet presence of a seated angel with libellule (dragonfly) wings² who conveys a mood of pensive serenity and grace, echoing the artist's 1936-1938 Thinker series (compare The art critic in blue jacket, Bonhams Greek Sale 23.5.2006, lot 111). The meditative, lyrical tone of the austere and timeless landscape is heightened by the billowing pillars of faint smoke rising from the two kiln chimneys, which together with the barren tree trunk on the left masterfully frame the composition, and by the grey silhouettes of two freight wagons that recall Giorgio de Chirico's evocative images of distant trains.

Resting on a gently sloping elevation and evoking an atmosphere of discreet elegance, the neoclassical mansion on the left is an imaginative portrait of the home/studio Tsarouchis built in Maroussi in the 1960s. In 1962, upon his return to Athens from Paris, the artist decided to purchase a plot of land and looked in the areas of Pefki and Maroussi. Finally his friend, the multi-faceted Thanos Veloudios found a suitable property in a sparsely inhabited part of Maroussi consisting mostly of open fields and pine tree groves. As noted by the painter F. Tarlow, "on a palm tree lined street with no other house around."³ The then Director of the Athens National Gallery M. Kalligas supported the artist's venture by commissioning a large painting and paying for it in advance. This piece of land was very important to Tsarouchis, who visited it often, daydreaming for hours and picturing in his mind's eye the shape of the house he was going to build there. As soon as construction reached its final phase, the artist was sued by a local gendarme for exceeding the height limit, the cause of contention being a pedimental structure on the flat roof. The suit was tried and the artist was acquitted after convincing the judges that what he had done was by no means self serving but, rather, driven by purely aesthetic considerations in pursuit of true beauty. He eloquently explained that the pedimental structure echoed the triangular shape of neighbouring Mt. Penteli [a relationship that is clearly evident in the Bonhams picture] and as a further justification he elaborated on the harmonic proportions of the Parthenon pediments."⁴ The artist's house at 28 Ploutarchou Street in Maroussi, so lovingly portrayed in the painting offered at auction, is actually an inspiring stage set much like the ones he designed for the theatre, a work of art in itself.

¹. Preface to the second edition of S.B. Skopelitis, *Neoclassical Buildings of Athens and Piraeus* [in Greek], Gnosi editions, 1981.

². Images of *libellules* are common in Art Nouveau, especially in jewellery designs.

³. F. Tarlow, "Memories from my Years with Tsarouchis" [in Greek], ΩσεΙ Μύρα, *Yannis Tsarouchis 1910-1989*, Kastaniotis editions, Athens 1998, p. 501.

⁴. See *Ioannis Tsarouchis* by Alexios Savakis [in Greek], Kastaniotis editions, Athens 1993, pp. 152-154.





34^{AR}
 Paris Prekas (1926-1999)
 Icarus-Butterfly
 signed in Greek (lower left)
 oil on canvas
 94 x 94 cm.
 £10,000 - 15,000
 €12,000 - 19,000



35^{AR}

Paris Prekas (1926-1999)

Horses and rider

signed in Greek (lower left)

oil on canvas

100 x 81 cm.

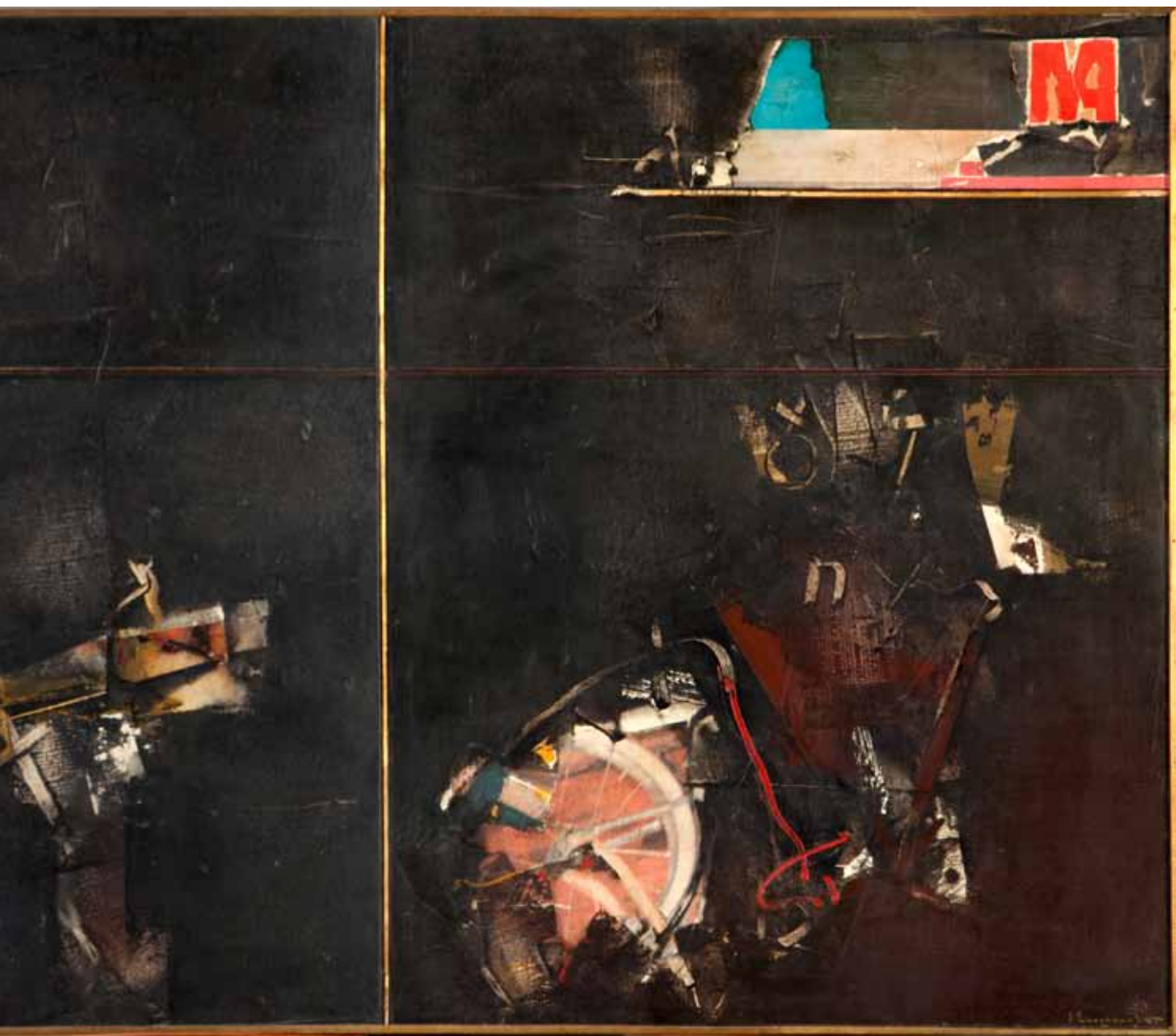
£10,000 - 15,000

€12,000 - 19,000

PROVENANCE:

Acquired directly from the artist by the present owner.





36^{AR}

Yiannis Spyropoulos (1912-1990)

Triptych A

signed in Greek (lower right)

oil and mixed media on canvas

117 x 272 cm.

£120,000 - 180,000

€150,000 - 220,000

Painted in 1969.

PROVENANCE:

National Collection of Fine Arts / Smithsonian Institution, Washington DC
(Accession No TL.33.1969.2).

Byron Gallery, New York.

Private collection, Athens.

EXHIBITED:

Sydney, David Jones' Art Gallery, *Jannis Spyropoulos, Paintings 1969-71*,
November 9-27, 1971, no.2 (illustrated in the exhibition catalogue).

Athens, National Gallery - Alexandros Soutzos Museum, *Jannis Spyropoulos, The Classicist of Abstraction*, 1995 (illustrated in the exhibition catalogue, pp. 88-89).

LITERATURE:

The Greek Painters - 20th Century, Melissa Edition, Athens 1988 (p. 440, no 27, illustrated and p. 421 referred).

Jannis Spyropoulos, National Gallery - Alexandros Soutzos Museum, Ministry of Culture, Athens 1990, pp. 172-173 (illustrated).

Y. Papaioannou, *The Work of the Painter Jannis Spyropoulos*, doctoral dissertation, Athens 1994, pp. 189-191, no.1043, p. 303.

E.Vakalo, *The Physiognomy of Postwar Art in Greece*, vol.1, Kedros Editions, Athens 1981, p.69 (illustrated).

'I spread out the dark to find the light within it.'

J. Spyropoulos

The third largest work Spyropoulos ever made and the largest in private hands, since the other two adorn the collections of the Athens National Gallery and the Jannis Spyropoulos Foundation,¹ the monumental Triptych A from 1969 is a dramatic painting of marvellous sophistication, linear elegance and simple grandeur. The dark background takes control of the entire composition, like the abyssal inner environment of the artist's personal quest from which various markings, fragmented letters and calligraphic signs emerge, intensifying the mysterious atmosphere and enhancing the work's expressive power.

This dark expanse is ingeniously juxtaposed with a golden light, distantly echoing Rembrandt's dramatic canvases in a cross-temporal dialogue of figurative and non-objective art. As noted by art historian L. Tsikouta, "the relationship of light and darkness is not the only similarity between the two artists. As is the case in Rembrandt's work, the dark depths in Spyropoulos's backgrounds are by no means homogeneous. The variety of hues and scintillating nuances and the incorporation of various materials and techniques give the impression that these backdrops host an entire world that comes to life through the mystical encounters of various elements."²

"Triptych A perfectly illustrates the artist's intention to transform the whole composition into an orchestrated series of contrasts. The tone is set by the juxtaposition of extensive dark areas and small luminous spots, as well as the use of rigorous lines and fine, purely calligraphic markings. By means of well thought out verticals and diagonals, as well as sombre colours chosen for their evocative charge opposed by scattered bright incidents of monumental thrust, the whole canvas is transformed into an expanding galaxy, a sort of cosmic system "in the making".³

Prefacing the artist's 1971 one-man show in Sydney, Australia which included this magnificent picture, art critic C. Spencer noted: "The first thing to be said about these paintings is that they are extremely beautiful to look at, avoiding any obvious effort to charm, any easy seduction by sensuous colour or gaiety of mood. Inherent in their beauty, which is at once immediate and at the same time evasive, is superb craftsmanship. What may first appear as areas of monochrome colour are in fact brilliant, painstaking technical achievements, the work of a master painter who works with love and conviction. His dark canvases are like veils moving slowly and sensuously in the wind, revealing here a brief shaft of light, there a sharp burst of sun, an unexpectedly brilliant colour, textures of ancient stones and crumbling walls. Areas of great calm are disturbed by elements of tension and conflict. There is excitement and drama alongside simple acceptance. It is as if we are given glimpses into the fascinating mystery of life through the equally mysterious processes of artistic creation."⁴

¹ See Y. Papaioannou, *The Work of the Painter Jannis Spyropoulos* [in Greek], doctoral dissertation, Athens 1994, p. 189.

² L. Tsikouta, "Processes, Influences, Assimilations, Personal Idiom, Birth of an Artwork: The Case of Jannis Spyropoulos" in *Jannis Spyropoulos, The Classicist of Abstraction*, exhibition catalogue, National Gallery-Alexandros Soutzos Museum, Athens 1995, p. 27.

³ C. Christou, "From the Capturing of Visual Reality to a Personal and Free Style" [in Greek], *The Greek Painters*, vol. 2, The 20th Century, Melissa editions, Athens 1974, p. 421.

⁴ C. Spencer, preface to the *Yannis Spyropoulos - Paintings 1969-71* exhibition at the David Jones' Art Gallery in Sydney, November 9-17, 1971.

37

No lot



38^{AR}

Thanos Tsingos (1914-1965)

Fleurs sur fond rouge

signed 'TSINGOS' (upper left)

oil on canvas

54 x 81 cm.

£18,000 - 25,000

€22,000 - 31,000

PROVENANCE:

Private collection, Athens.







39^{AR}

Spyros Vassiliou (1902/3-1984)

Eretria

signed in Greek and dated '73' (lower centre)

oil and gold leaf on canvas

73 x 92 cm.

£7,000 - 10,000

€8,700 - 12,000

PROVENANCE:

Acquired directly from the artist by the father of the present owner.



40^{AR}

Thanos Tsingos (1914-1965)

Fleurs

signed 'TSINGOS' (lower right)

oil on canvas

38 x 45.5 cm.

£5,000 - 7,000

€6,200 - 8,700

41^{AR}

Thanos Tsingos (1914-1965)

Landscape

signed and dated 'TSINGOS / 62' (lower right)

oil on canvas

73 x 100 cm.

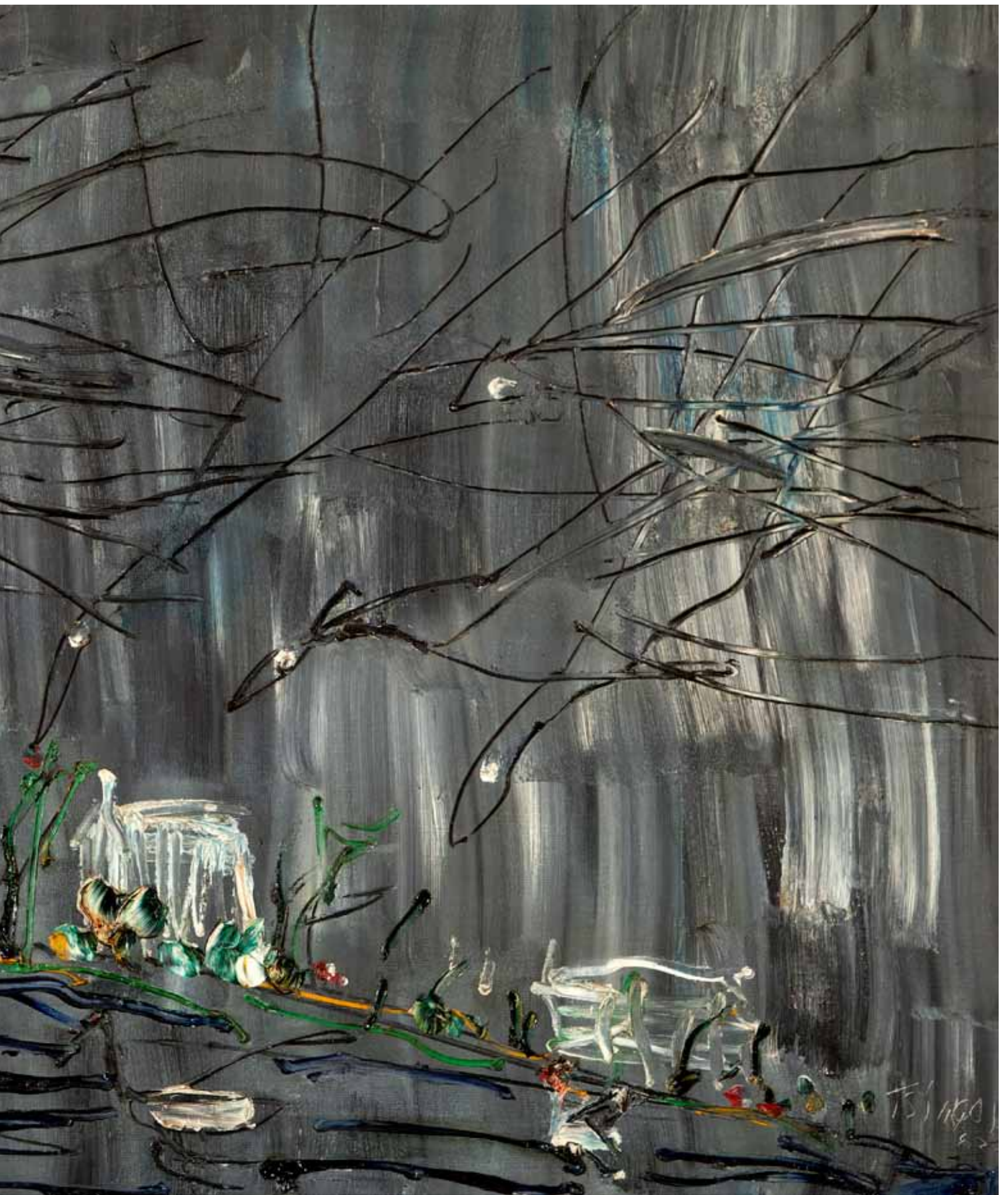
£12,000 - 18,000

€15,000 - 22,000

PROVENANCE:

Acquired directly from the artist and
thence by descent to the present owner.







42a



42b



43

42^{AR}

Spyros Vassiliou (1902/3-1984)

(a) Chairs on the beach

signed in Greek and dated '78' (lower middle)

oil, gold leaf and mixed media on canvas

27 x 47 cm.

(b) Boats

signed in Greek and dated '80' (lower right)

oil on canvas

38 x 61.5 cm.

(2)

£8,000 - 12,000

€10,000 - 15,000

PROVENANCE:

Acquired directly from the artist by the present owner.

43^{AR}

Panagiotis Tetsis (born 1925)

View of Hydra

signed in Greek (lower right)

oil on canvas laid down of hardboard

30 x 39 cm.

£3,000 - 5,000

€3,700 - 6,200

44^{AR}

Yiannis Spyropoulos (1912-1990)

Image F

signed in Greek (lower right); signed, dated and titled
'JANNIS SPYROPOULOS, THE IMAGE F, 1965' (on the stretcher)
oil and mixed media on canvas

146 x 114 cm.

£40,000 - 60,000

€50,000 - 75,000

PROVENANCE:

Daniel and Grace J. Ross, USA, bought in 1966.

Private collection, Athens.

A modern masterpiece of astonishing complexity revealing a rich variety of textural relationships and a rare combination of technical discipline and explosive emotion, Image F is a powerful yet lyrical poem that affirms the human spirit. Red, grey and yellow block-like forms built into cyclopean structures seem to impose order on a primordial universe, while at the same time expressing tenderness as well as power, peace as well as tension.¹

Since 1963 Spyropoulos's evocative palette has been thoroughly suffused by darker tones recalling the great masters of the 17th century, while the occasional flashes of brilliant colour are reminiscent of Rembrandt's golden light. Athens National Gallery Director M. Lambraki-Plaka calls these mature non-objective canvases 'luminous darkness' paintings: "In his nocturnal symphonies, the forms break through the darkness and emerge from within it. It is the victory of light over darkness. It is not by chance that even the colour in these nocturnal compositions is identified with the light or more precisely with the fire. The red is the fire, the yellow the flame and the rare and precious white is the detonation of the conflagration, the pure light, the purification."²

The year Spyropoulos painted Image F, the French art critic R. Cogniat noted: "In his paintings, the object becomes light and the colour space. Matter turns into pictorial sensation while the material form encounters the dream-like."³ A year earlier M. Ragon had made the following comment: "Spyropoulos is the first Greek artist to be awarded at the Venice Biennale and the only contemporary Greek artist to achieve international acclaim while residing permanently in Greece: seven one-man shows in the United States, one in London, one in Milan and four in Germany. People from all over the world come to Athens to visit him as they did earlier with Ensor in Ostende."⁴

When viewing Image F we have the impression that the image is actually created before our very eyes and that the various elements of the picture act as magnets attracting everything around them. This vivid artistic statement, based on the exciting tension of low-keyed tonalities and dramatic areas of intense colour may be read as a metaphor for the Greek landscape - this severe and incandescent countryside of bleached earth, burned rocks and craggy mountains, which flowers briefly during a spring burst and where the sun always rises and sets upon the deepest blue waters creating extraordinary chromatic effects. His native soil, which Spyropoulos never left, is both austere and wonderful, shimmering in the black and golden play of light.⁵ It is the heartfelt experience and profound understanding of Greek nature that gives such work as Image F the beauty, depth and sensitivity of a true master.

¹. See A. Weller, C. Spencer, J.P. Hodin, "The Art of Jannis Spyropoulos" adapted by B. Rothberg, *The Charioteer* review, no. 10, 1968, pp. 66-69.

². M. Lambraki-Plaka, "The Nocturnal Symphonies of Jannis Spyropoulos" in *Jannis Spyropoulos, The Classicist of Abstraction*, exhibition catalogue, National Gallery - Alexandros Soutzos Museum, Athens 1995, p. 132.

³. R. Cogniat, "Au Confluent du Réel et de l' Imaginaire", *Le Figaro* daily, Paris 2.12.1965.

⁴. M. Ragon, preface to the Spyropoulos exhibition at the Palais des Beaux Arts, Bruxelles, November 12-24, 1964.

⁵. See M. Ragon, "Twenty Years of Living Art", Casterman editions, Belgium, 1969, pp. 171-172 and K. Katz, preface to the Spyropoulos exhibition catalogue, Israel Museum, Jerusalem 1966.



45^{AR}

Yiannis Moralis (Greek, 1916-2009)

Figurehead

signed in Greek and dated '94' (lower left); signed and dated again 'Yannis MORALIS / Athènes / Grèce / 1994' (on the reverse)

acrylic on canvas

100 x 89 cm.

£100,000 - 150,000

€120,000 - 190,000

PROVENANCE:

Private collection, Athens.

EXHIBITED:

Athens, Zoumboulakis Galleries, March 1997.

LITERATURE:

Kathimerini newspaper, 23 March 1997, p. 33 (illustrated).

Chrysanthos Christou, *Moralis*, Adam Editions, Athens 2004, p. 250 (illustrated).

In the prolific hands of Moralis the legendary Greek akroproro, this delightfully carved female figure that adorned the bows of the old sailing ships, becomes a symphony of abstract forms that allude to the distilled essence of human presence. True to the tradition of the Hellenic civilization, and yet utilizing a formal vocabulary perfectly balanced to the scale of contemporary sensitivity, the artist seeks the realization of a classical ideal, the rediscovery of a universal measure of spiritual thought and pathos. "The painter uses abstraction to isolate the core of human existence, to create through his art a language of symbols. The austerity, disciplined inner rhythm, harmonious proportions and purity of form are the defining characteristics of his work. Moralis paints the Aegean Sea, the isle of Aegina, the union of human bodies: evocative forms that echo age-old memories, freed from the burden of their physical existence."¹ As Nobel laureate O. Elytis once said "the earth of Aegina and the bodies of young girls emerge with the dampness of the sea, like magnified fragments of ancient Greek vases or miniature frescoes from a bygone place of worship."²

Painted in his summer studio on the island of Aegina in August 1994, Figurehead showcases the key elements of Moralis's unique style: solid compositional structure, poetic schematization of form, expressive synthesis of recurrent and opposing curves, and an ingenious interplay of active and passive themes. In the catalogue of the artist's 1997 one-man show in Athens, which included this fascinating canvas, the Director of the Benaki Museum Professor A. Delivorrias noted: "Moralis' painting is a satiating painting whose freshness delights the troubled soul, whose sensitivity arouses the emotions, whose intellectualism stimulates the mind. His artistic idiom is creatively tested on the experiential reserves of antiquity, the Byzantine past and the Modern Greek vision."³

¹. Y. Bolis, *Yannis Moralis* [in Greek], Ta Nea ed., Athens 2007, p. 79.

². O. Elytis, preface to the Moralis exhibition catalogue, Iolas-Zoumboulakis Galerie, Athens 1972.

³. A. Delivorrias, "Transformations of Greekness in Yannis Moralis' Painting", preface to the Moralis exhibition catalogue, Zoumboulakis Galerie, Athens 1997.



46^{AR}

Alecos Condopoulos (1905-1975)

Au delà du paysage

signed, dated and inscribed 'A. Condopoulos 1968 / au dela du paysage'
(on the reverse)

oil on canvas

100.5 x 110 cm.

£25,000 - 30,000

€31,000 - 37,000





47*AR

Nikos Kessanlis (1930-2004)

Fiori

signed and dated 'NIKOS 57' (lower left);

signed, titled and annotated 'Fiori / Nikos 157' (on the reverse)

oil on canvas

69 x 100 cm.

£7,000 - 10,000

€8,700 - 12,000

PROVENANCE:

Private collection, California.

EXHIBITED:

Rome, Galleria d'arte L' Obelisco, 1957 (possibly).

In 1957, the year he painted Fiori, Kessanlis launched his first Solo Exhibition in Rome in the well known Galleria d'arte L'Obelisco. This landmark year marked the beginning of the artist's international career and most of all his active participation in the Italian art scene. It was in this period that Kessanlis started creating strikingly beautiful works, highlighting his aspiration to portray imagery of floating lines and curvilinear forms.

Fiori reveals a balanced combination of movement and colour. In fact, as the art critic Boatto stated: "Nikos' painting reveals a luminous world, full of miracles and mysteries, a world of Mediterranean myths".¹

The art critic G.C Argan, who prefaced the 1957 show spoke of the artist's 'barbaric byzantinism'. "There is an element of reciting or dancing in these aggressive paintings; a persistent desire for movement according to some sort of inner rhythm that leaves behind something more than a mere image: the glowing or luminous line of movement."² In this work, this avant-garde artist, Kessanlis, expresses his persistent tendency towards surrealistic and biomorphic representations of free movement and dazzling colours.

¹ A.Boatto, Nikos Kessanlis, Il Taccuino delle Arti, 1959 as reprinted in Nikos Kessanlis, ed. G.Tzirtzilakis [in Greek], Athens 1998, p.74.

² G.C. Argan, Presentazione, Galleria dell'Obelisco, Rome, 1957 as reprinted in Nikos Kessanlis, p.61.



48^{AR}

Nikos Kessanlis (1930-2004)

Untitled

signed and dated 'K.NIKOS 1956/1957' (lower left)

oil on canvas

110 x 120 cm.

£8,000 - 12,000

€10,000 - 15,000

Bearing a label on the reverse with the following handwritten annotation: 'Via Sistina 146'. This is the address of the Galleria dell'Obelisco where the artist held his first solo exhibition in Italy in 1957.



49

49^{AR}

Yannis Gaitis (1923-1984)

Microcosme

signed 'Gaitis' (lower centre)

oil on canvas

46.5 x 61.5 cm.

£4,000 - 6,000

€5,000 - 7,500

Painted in 1963.

LITERATURE:

To Vima newspaper, 14 September 1963.

Nikos Papadakis, *Un Créateur Révolutionnaire*, Polyplano, Athens 1980.

Yiannis Gaitis, *Catalogue Raisonné*, Angers 2003, no 638, p. 188 (illustrated).

EXHIBITED:

Athens, Nees Morfes Gallery, *Group show of Vafiadis, Gaitis, Maltezos, Simossi, Tougias*, September 1963.

50^{AR}

Alecos Fassianos (born 1935)

Le Café Byzantin

signed and dated 'A. Fassianos 66' (upper left)

watercolour and gouache on paper laid on canvas

131 x 81 cm.

£20,000 - 30,000

€25,000 - 37,000

PROVENANCE:

Galerie Paul Facchetti, Paris 1967.

Bonhams Greek Sale, 20 May 2008, lot 120.

Acquired from the above sale by the present owner.

EXHIBITED:

Delphi, European Cultural Centre of Delphi, *Alecos Fassianos, Anthropocentric Painting 1960-1998*, 1998 (illustrated in the exhibition catalogue).







52

51^{AR}

Jean Xcéron (1890-1967)

Peinture No 105

signed and dated 'Xceron / 33' (lower left); signed, inscribed and dated
'No 105 / PEINTURE / Xceron / Paris 1933' (on the reverse)

oil on panel

38 x 27.5 cm.

£3,000 - 5,000

€3,700 - 6,200

PROVENANCE:

Mike & Mary Dorros, USA.

Private collection, Athens.

52^{AR}

Nikos Kessanlis (1930-2004)

Sun

signed and dated 'K.NIKOS 1956' (lower centre);
titled, signed and dated (on the reverse)

oil on board

60 x 90 cm.

£6,000 - 8,000

€7,500 - 10,000

53^{AR}

Alexis Akritihakis (1939-1994)

La glorification de mes symboles

signed, dated and inscribed 'Akritihakis/ 71 / 38 /BERLIN 71 / 80 x 60'
(on the reverse)

oil on canvas

80 x 60 cm.

£30,000 - 50,000

€37,000 - 62,000

PROVENANCE:

Acquired directly from the artist by the present owner.

EXHIBITED:

Athens, Galerie T. Zoumboulakis in cooperation with Deutscher
Akademischer Austausch Dienst (DAAD), *Akrtithakis*, Painting,
Drawing, October 1971 (illustrated in the exhibition catalogue).
Thessaloniki, Macedonian Museum of Contemporary Art - Thessaloniki
Cultural Capital of Europe, *Akrithakis*, December 19 1997- February 15
1998, (illustrated in the exhibition catalogue, p. 101).





54^{AR}

Costas Tsoclis (born 1930)

Space with newspapers

signed and dated 'C.Tsoclis 91-7.4' (lower right)

acrylic and mixed media on panel, plexiglass

191.5 x 147.5 cm.

£15,000 - 20,000

€19,000 - 25,000



55^{AR}

Yannis Gaitis (1923-1984)

Le Metro

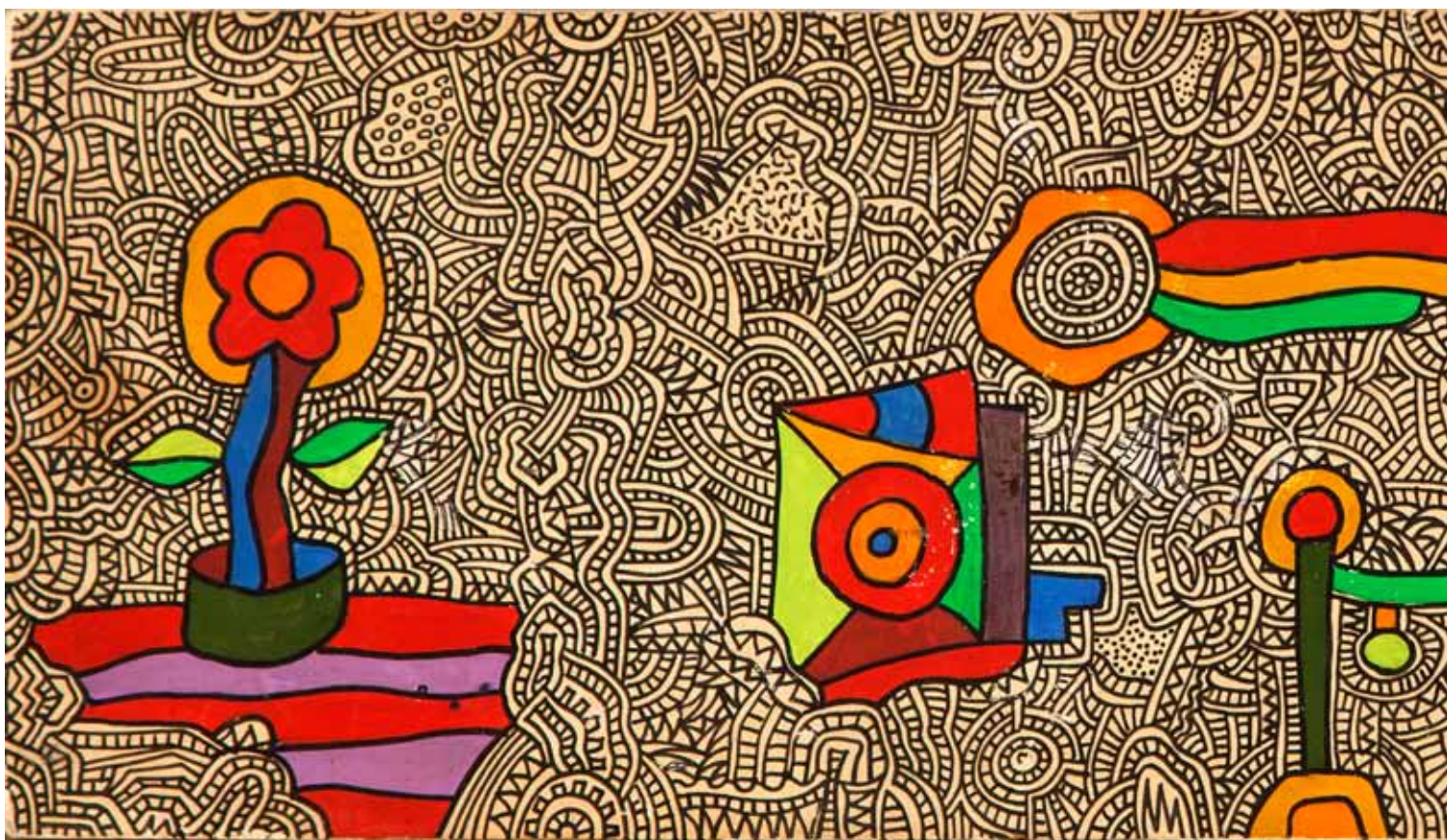
signed and dated 'Gaitis 70' (lower left)

painted construction

124 x 81 x 22 cm.

£12,000 - 18,000

€15,000 - 22,000



56^{AR}

Alexis Akrithakis (1939-1994)

The target / Berlin

signed and dated 'AKRITHAKIS 68' (lower right)

tempera and felt pen on paper

14 x 50 cm.

£8,000 - 12,000

€10,000 - 15,000

PROVENANCE:

Acquired directly from the artist by the present owner.





57^{AR}

Nikos Kessanlis (Greek, 1930-2004)

Sun

signed and dated 'K.NIKOS 56' (lower left);

signed, titled and dated (on the reverse)

oil on canvas

60 x 90 cm.

£6,000 - 8,000

€7,500 - 10,000



58*AR

Yiannis Spyropoulos (1912-1990)

Cosmos No. 3

signed in Greek (lower right); titled and annotated (on the reverse)

oil on paper laid down on board

48 x 37.5 cm.

£6,000 - 8,000

€7,500 - 10,000

Painted in 1963.

Bearing a label of the David Jones' Art Gallery on the reverse.

PROVENANCE:

Private collection, Australia.

EXHIBITED:

Sydney, David Jones' Art Gallery, Jannis Spyropoulos, March 10-27, 1965, no.14 (listed in the exhibition catalogue) (possibly).

59^{AR}

Alexis Akrithakis (1939-1994)

Untitled

signed, dated and with dedication 'à Roger

Meunier amicalement / Alexis Akrithakis le

30.11.68' (lower right)

tempera and felt pen on paper

50 x 65 cm.

£20,000 - 30,000

€25,000 - 37,000

PROVENANCE:

Acquired directly from the artist by the present owner.





60^{AR}

Alecos Fassianos (born 1935)

Reunion dorée

signed in Greek (lower right);

signed and dated 'A. Fassianos 1988' (on the overlap)

oil and gold leaf on canvas

116 x 88 cm.

£30,000 - 50,000

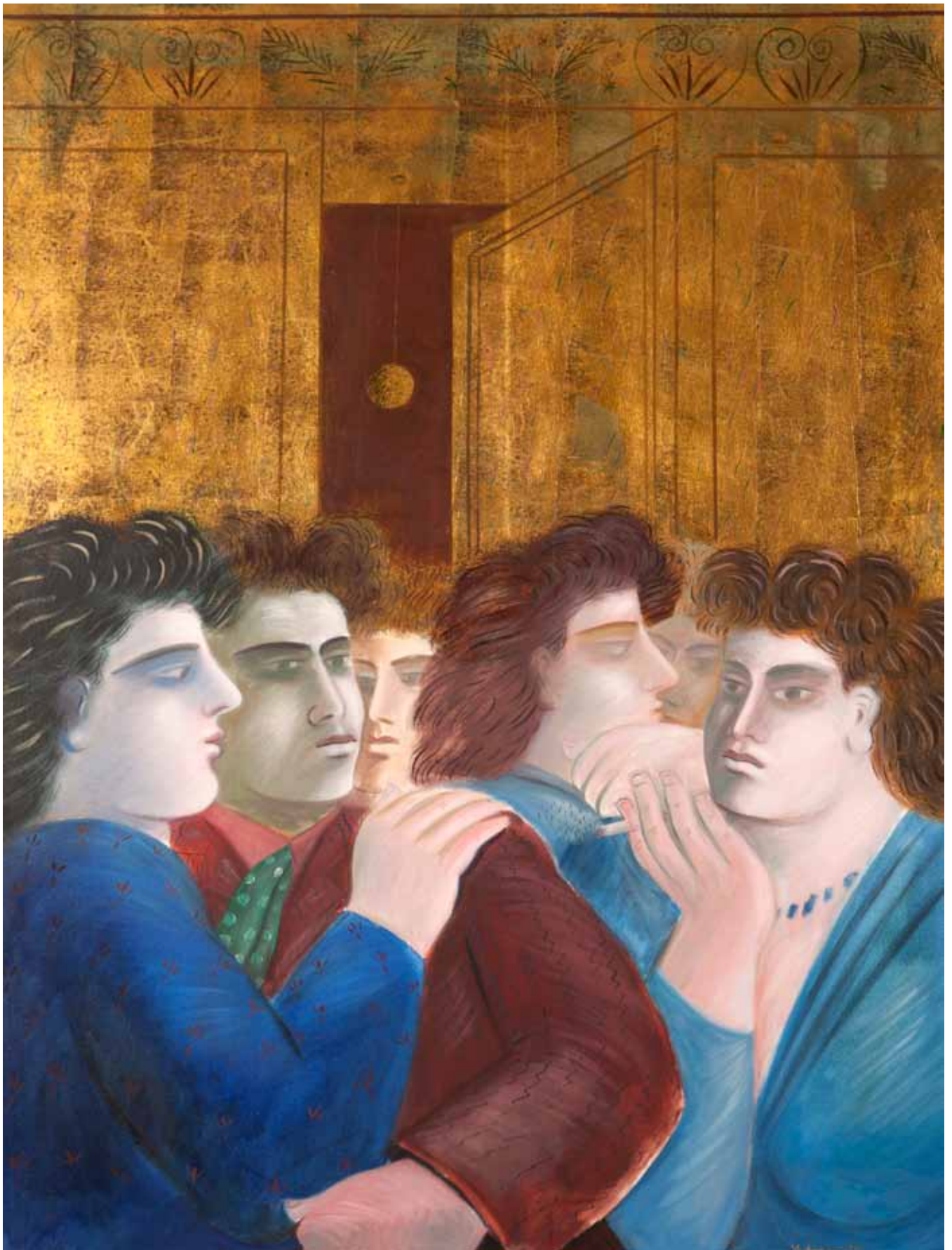
€37,000 - 62,000

Painted in 1988.

PROVENANCE:

Galerie Beaubourg, Paris.

Private collection, Athens.





61a

61^{AR}

Constantin Xenakis (French, born 1931)

a) Orizontas

signed 'Constantin Xenakis' (lower right)

acrylic on canvas

46 x 55 cm.

Painted in 2002.

b) Le Trou

signed 'Constantin Xenakis' (lower right)

acrylic on canvas

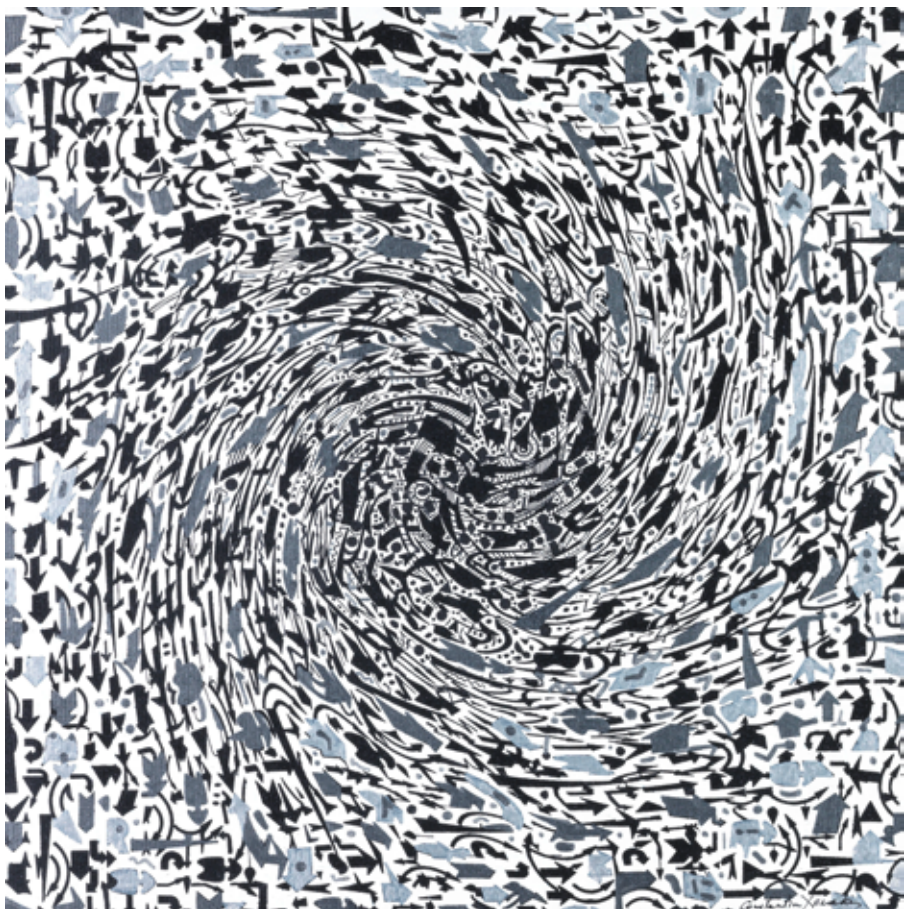
50 x 50 cm.

Painted in 2008.

(2)

£4,000 - 6,000

€5,000 - 7,500



61b



62^{AR}

Chryssa (Vardea) (born 1933)

Calligraphy I

signed and dated 'Chryssa 77' (lower right)

acrylic on paper

102 x 80 cm.

£4,000 - 6,000

€5,000 - 7,500

63^{AR}

Yannis Gaitis (1923-1984)

The flying machine / Ventilateur pour chauves

signed and dated 'Gaitis / 1971' (lower right)

oil on canvas

116 x 89 cm.

£35,000 - 50,000

€44,000 - 62,000

PROVENANCE:

Private collection, Thessaloniki.

EXHIBITED:

Athens, Desmos Gallery, *Machines volantes de Gaitis*, 9-29 February, 1972
(published in the catalogue by John Craven).

Thessaloniki, Lola Nikolaou Gallery and Epikendro Gallery, *Yannis Gaitis*, 19
January - 7 February 1998.

LITERATURE:

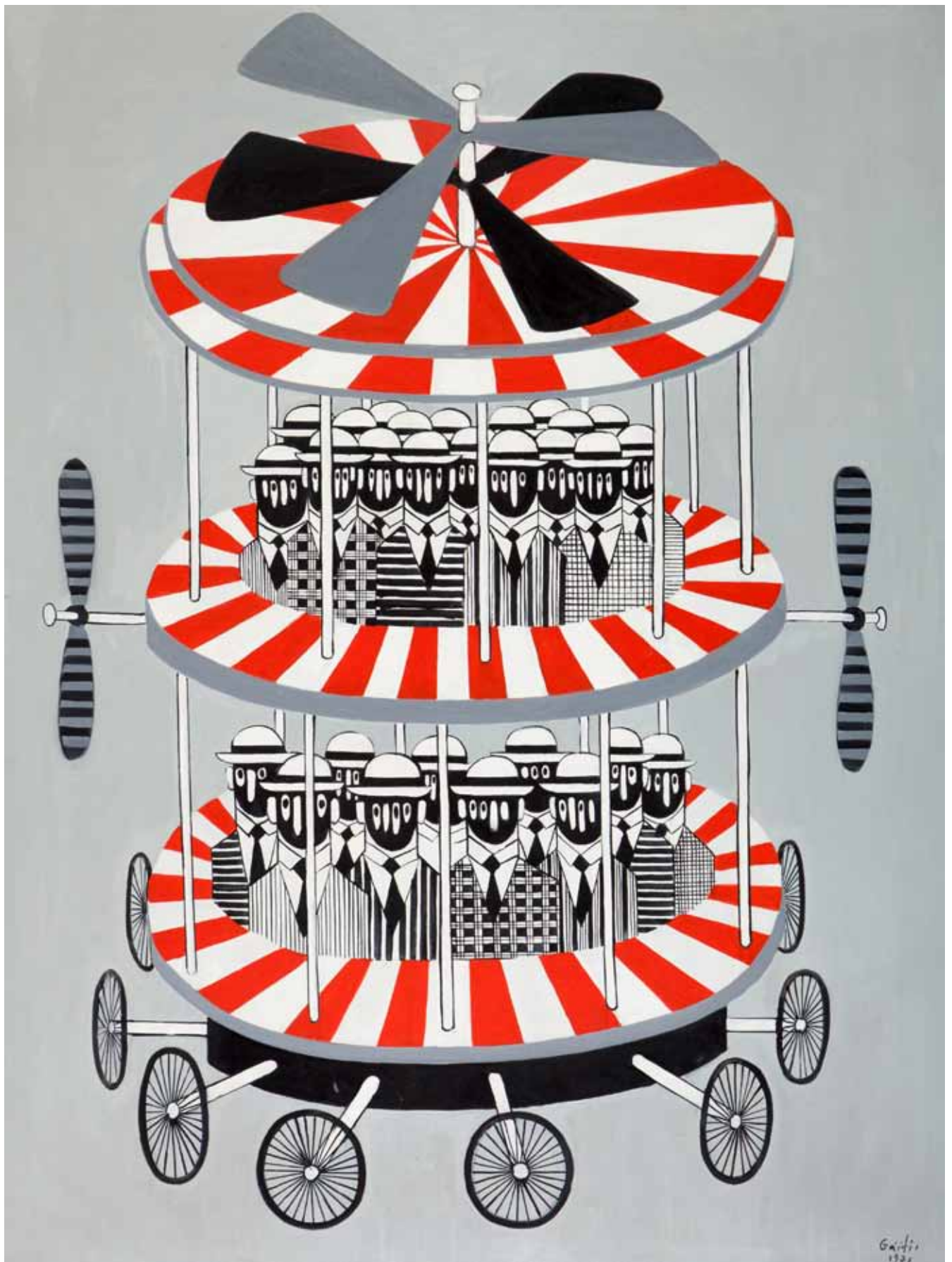
Vima newspaper, 4 February 1972.

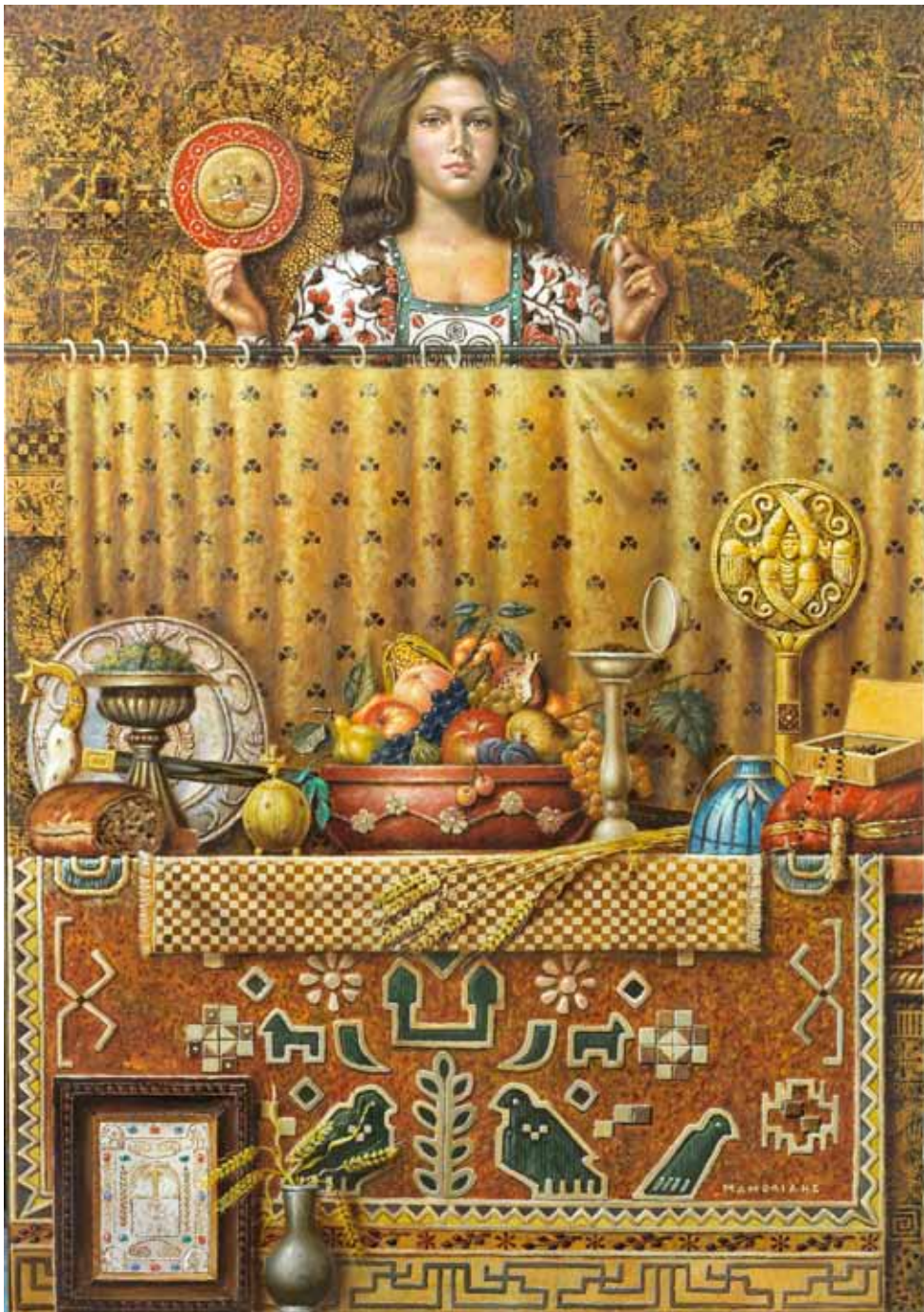
Ta Nea newspaper, 9 February 1972.

N.Papadakis, *Gaitis, Un Créateur Révolutionnaire*, Polyplano Editions,
Athens 1980.

Kathimerini newspaper, 4 June 1997.

Catalogue Raisonné de l'oeuvre de Yannis Gaitis, Angers 2003, no 1158
(illustrated).



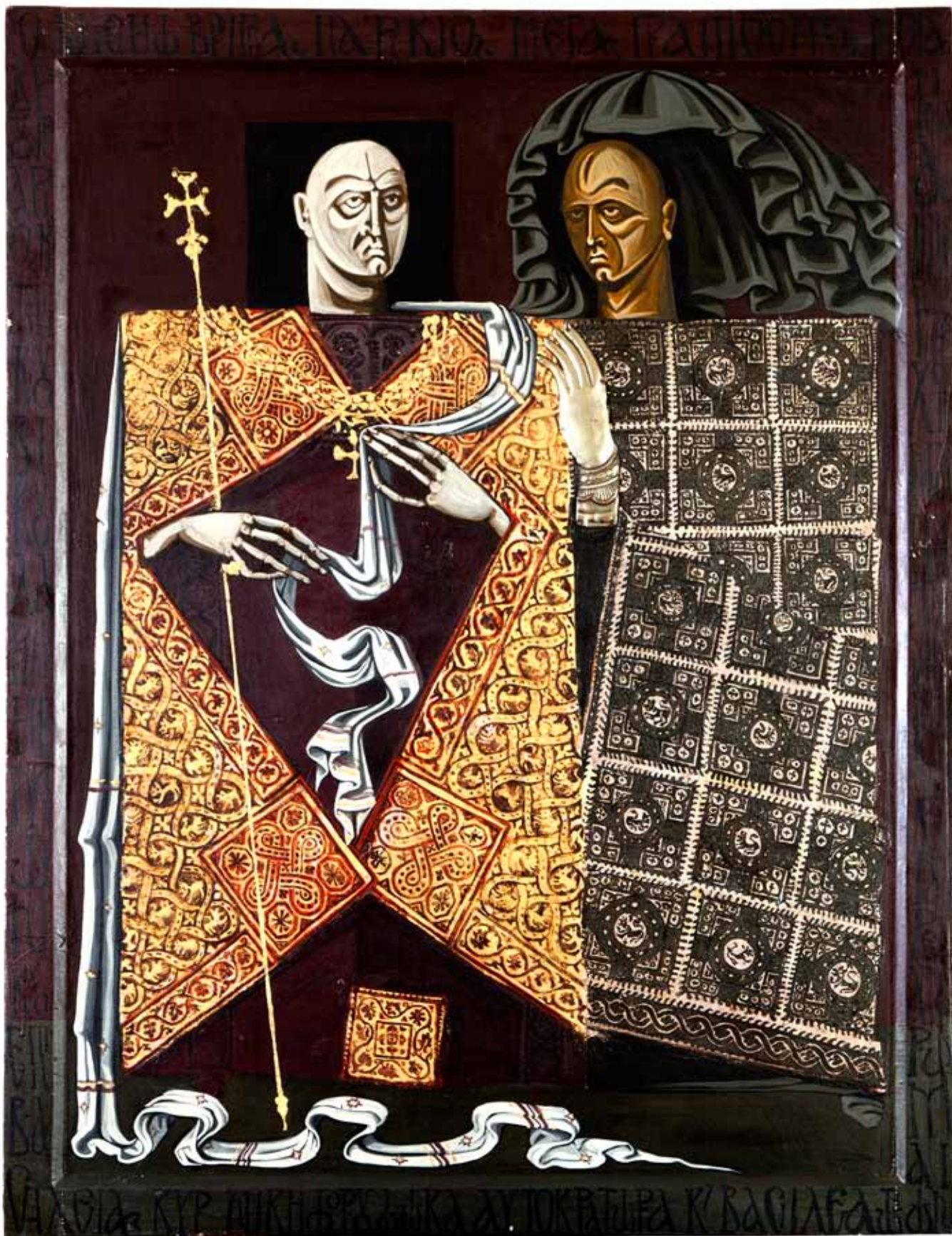


64

64^{AR}
Theodoros Manolidis (born 1940)
 Girl and still life
 signed in Greek (lower right)
 oil and gold leaf on canvas
 100.5 x 70.5 cm.
 £10,000 - 15,000
 €12,000 - 19,000

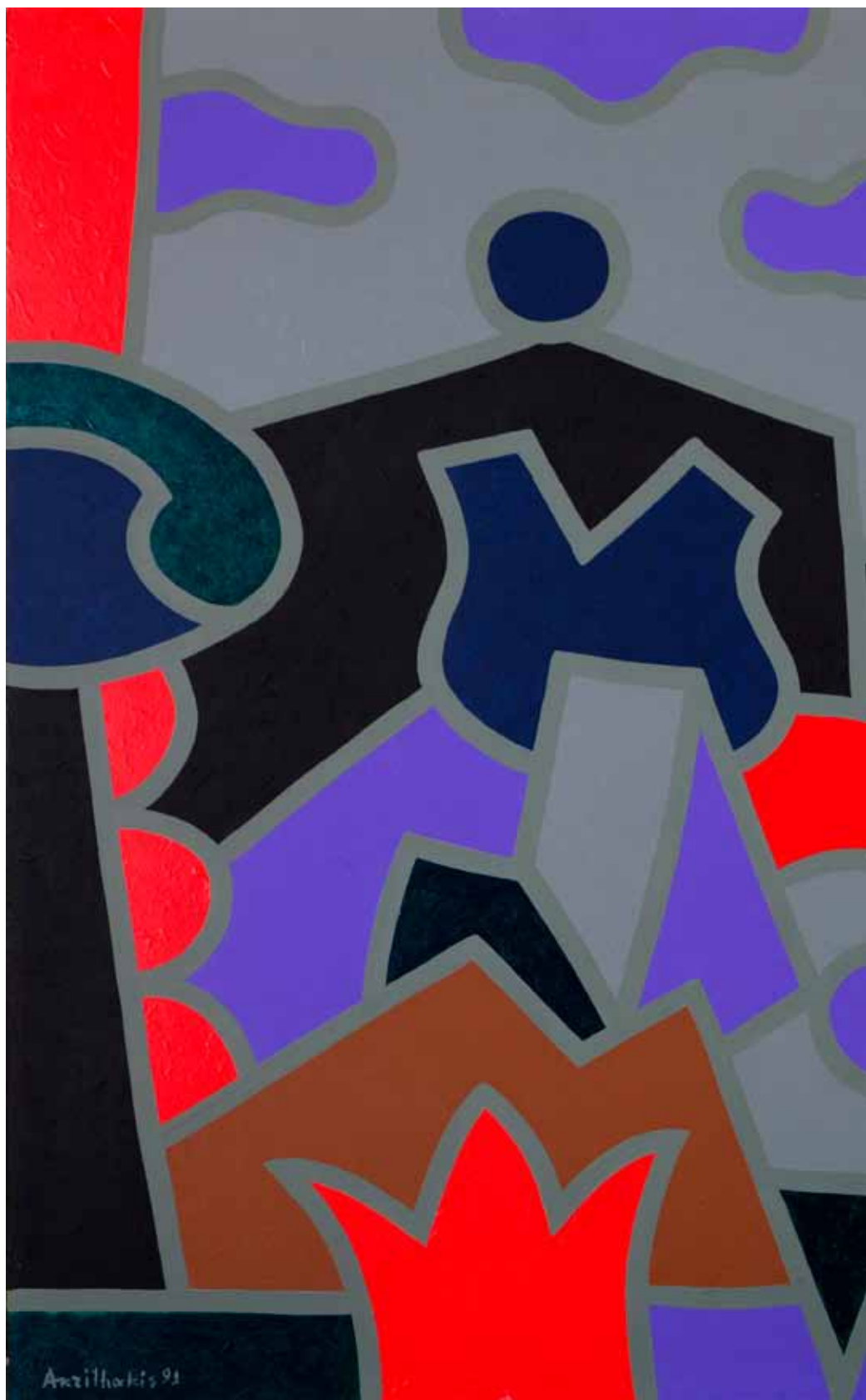
PROVENANCE:
 Sotheby's Greek Sale, 6 May 2009, lot 105.
 Acquired from the above sale by the present owner.

65^{AR}
Vassilis Fotopoulos (1934-2006)
 Nikiforos Fokas and cubicularius
 inscribed around the edges
 egg tempera and mixed media on panel
 105 x 81 cm.
 £5,000 - 7,000
 €6,200 - 8,700

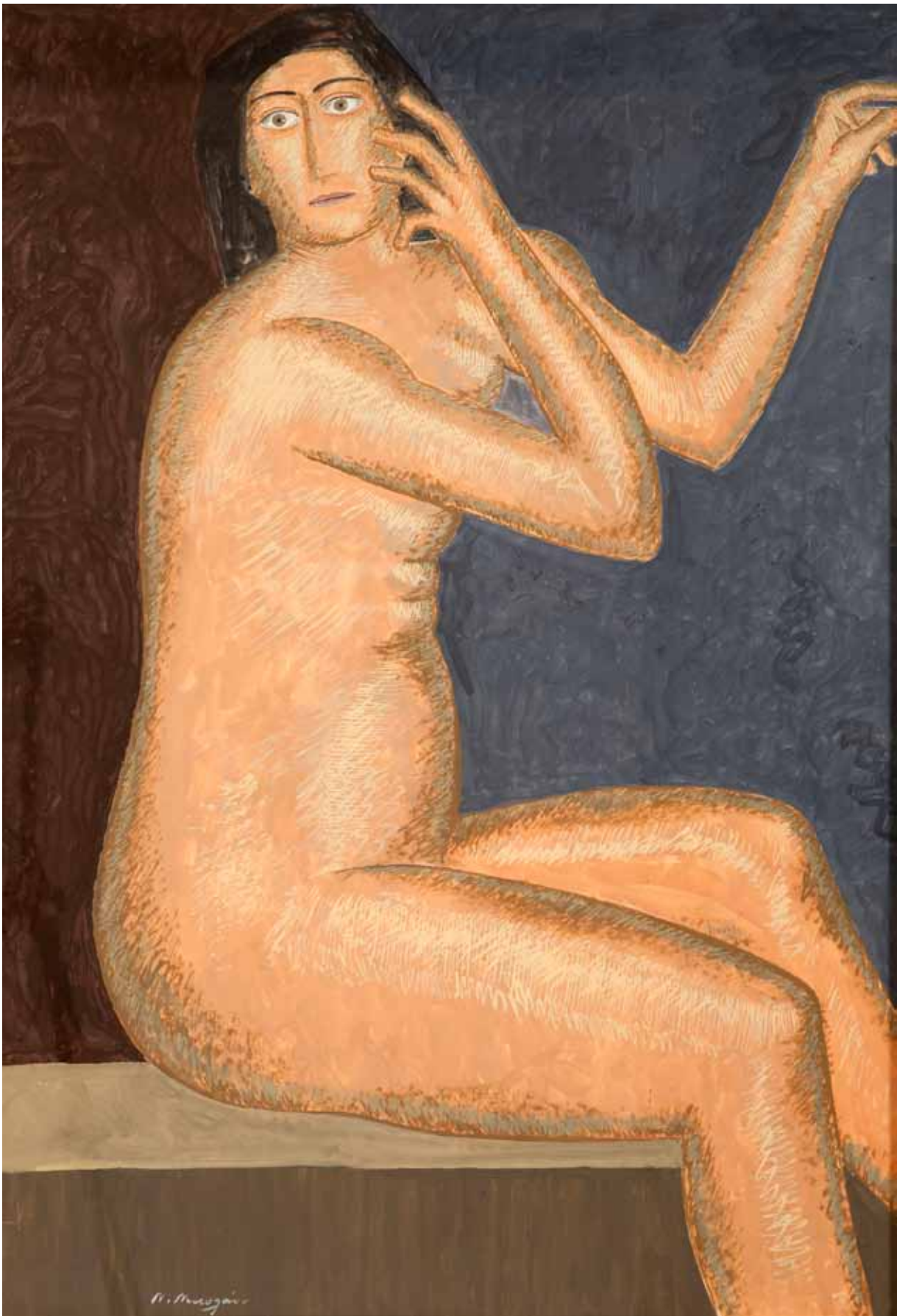


66^{AR}
Alexis Akriothakis (1939-1994)
Untitled 1991
signed and dated 'Akriothakis 91' (lower left)
acrylic on panel
81.5 x 122 cm.
£30,000 - 50,000
€37,000 - 62,000

PROVENANCE:
Acquired directly from the artist in 1991.









68

67^{AR}

Nikos Nikolaou (1909-1986)

Female nude

signed in Greek (lower left)

tempera on paper

98.5 x 68 cm.

£7,000 - 10,000

€8,700 - 12,000

68^{AR}

Frosso Michalea (1936-2001)

Horse

signed (on the back)

limestone

57 x 20 x 38 cm.

£4,000 - 6,000

€5,000 - 7,500

Executed c. 1964-1970.

69^{AR}

Yannis Gaitis (1923-1984)

Crowd and angels

signed 'Gaitis' (lower right)

oil on canvas

116 x 89 cm.

£20,000 - 30,000

€25,000 - 37,000

PROVENANCE:

Private collection, Athens.







71

70^{AR}

Yiannis Kottis (born 1949)

Island view

signed in Greek and dated '94' (lower right)

acrylic and mixed media on canvas

220 x 168 cm.

£15,000 - 20,000

€19,000 - 25,000

PROVENANCE:

Artforum Gallery, Thessaloniki.

Private collection, Thessaloniki.

71^{AR}

George Rorris (born 1963)

Chicken wire

signed in Greek and dated '1993' (on the reverse)

oil on canvas

190 x 250 cm.

£12,000 - 18,000

€15,000 - 22,000

PROVENANCE:

Pierridis Foundation, Athens.

Private collection, Athens.

Bonhams Greek Sale, 15 May 2007, lot 172.

Acquired from the above sale by the present owner.

72^{AR}

Alecos Fassianos (born 1935)

Athènes La Nuit

signed and titled 'A.Fassianos/ATHENES LA NUIT' (upper right)

acrylic on paper laid down on canvas

111 x 147 cm.

£30,000 - 40,000

€37,000 - 50,000

Painted in 1985.

PROVENANCE:

Galerie Flak, Paris.

Private collection, Athens.

Bonhams Greek Sale, 10 November 2008, lot 137.

Acquired from the above sale by the present owner.





73^{AR}

Giorgos Lazogas (born 1945)

Pot fragments

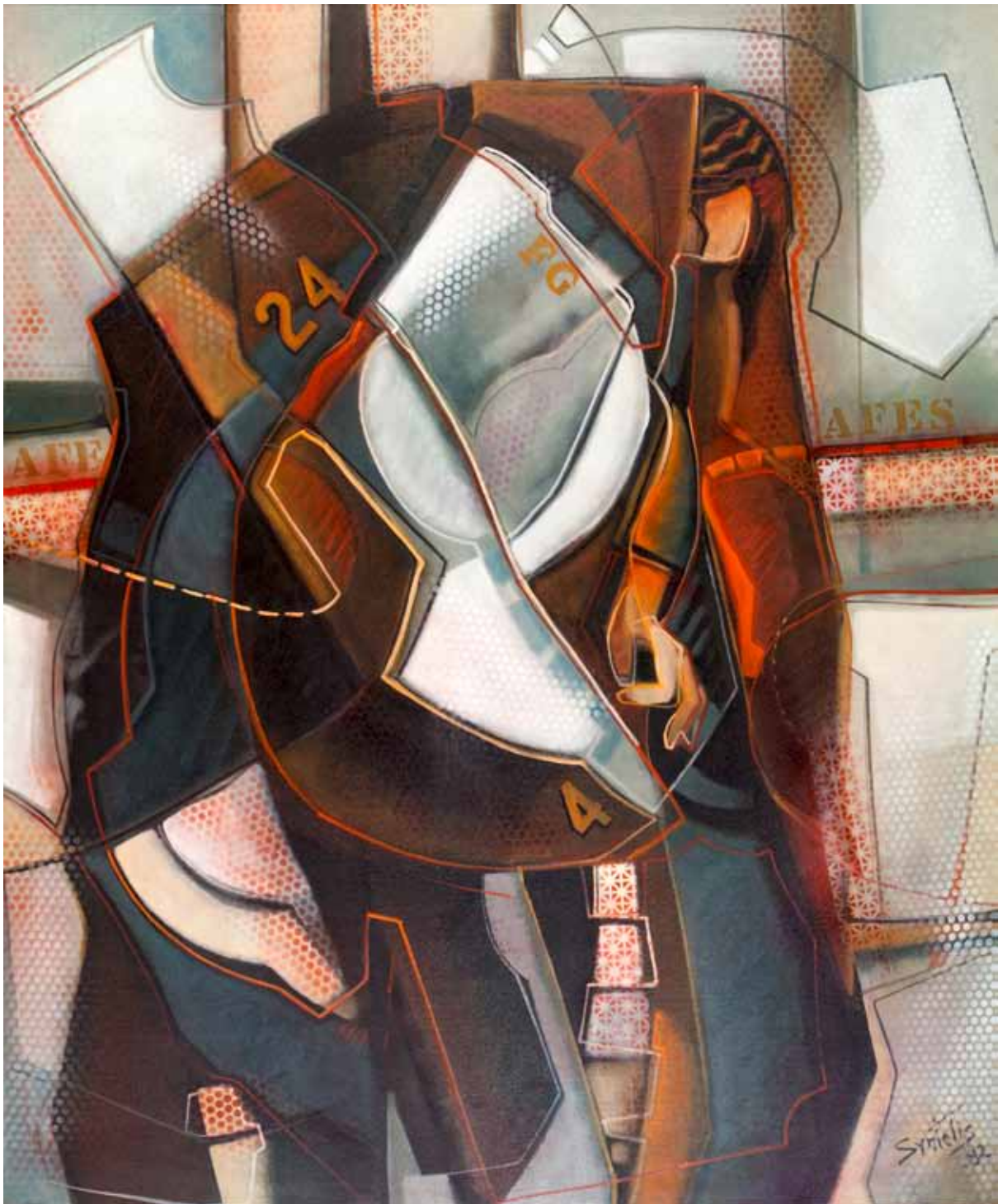
signed in Greek and dated '1990' (lower right)

mixed media on canvas

145 x 145 cm.

£4,000 - 6,000

€5,000 - 7,500



74

Tassos Syntelis (born 1943)

Clochard in New York

signed and dated 'Syntelis / 82' (lower right);

signed and dated 5/5/82/Syntelis (on the reverse)

oil on canvas

152.5 x 127 cm.

£4,000 - 6,000

€5,000 - 7,500



75^{AR}
Alecos Fassianos (born 1935)
 Morning eros
 signed in Greek (upper left)
 oil on canvas
 60 x 100 cm.
 £10,000 - 15,000
 €12,000 - 19,000

Painted in 1997.

PROVENANCE:
 Epsilon Gallery, Thessaloniki.
 Private collection, Thessaloniki.



76^{AR}

Alecos Fassianos (born 1935)

The wind

signed in Greek and dated '1963' (upper left)

oil on canvas

diameter 121 cm. (oval shape)

£10,000 - 15,000

€12,000 - 19,000

PROVENANCE:

Acquired directly from the artist by the present owner.

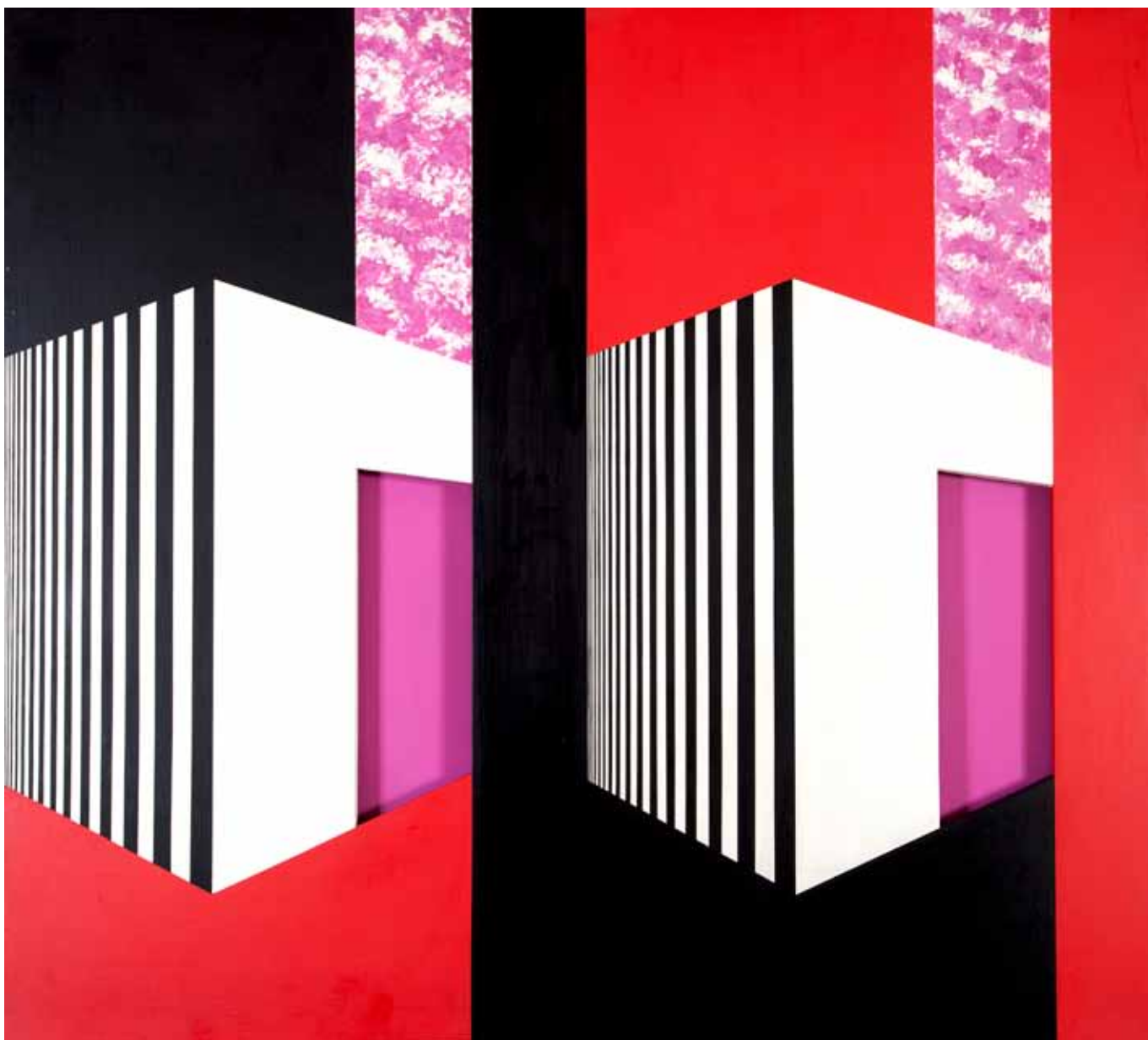


77

77^{AR}
Michael Michaeledes (British, born 1925)
 Untitled
 signed and dated 'MICHAEL ANTHONY MICHAEEDES 1966 London'
 (on the overlap)
 oil on canvas
 214 x 243 cm.
 £4,000 - 6,000
 €5,000 - 7,500

78^{AR}
Pavlos (Dionyssopoulos) (born 1930)
 Ties
 signed and dated 'Pavlos / 1970 / PAVLOS' (on the reverse)
 paper construction, plexiglass
 172 x 121 x 8 cm.
 £25,000 - 30,000
 €31,000 - 37,000





79^{AR}

Opy Zouni (1941-2008)

Double house

signed and dated 'ZOUNI 84' (lower right edge)

acrylic on panel

135 x 150 cm.

£10,000 - 15,000

€12,000 - 19,000

EXHIBITED:

Athens, Municipal Gallery, *The Physiognomy of Postwar Art in Greece*,
March-May 1986 (illustrated in the exhibition catalogue, p. 61).

LITERATURE:

Opy Zouni, Adam Editions, Athens 1997, fig. 313, p. 223 (illustrated).

M. Tsikouta, *Les Influences dans la Peinture Grecque après 1945*,
doctoral dissertation, Sorbonne, Paris (illustrated).



80^{AR}

Opy Zouni (1941-2008)

Columns-Shadows

signed and dated 'OPY ZOUNI / 1995' (on the reverse)

acrylic on panel

135 x 178 x 2.5 cm.

£10,000 - 15,000

€12,000 - 19,000

EXHIBITED:

Athens, Kreonidis Gallery, *Opy Zouni*, March-April 1996 (illustrated in the exhibition catalogue).

Athens, Nicholas P. Goulandris Foundation Museum of Cycladic Art, *Opy Zouni, Light, Shadow, Coincidences*, October-November 1999 (illustrated in the exhibition catalogue, p. 5).



81^{AR}

George Lappas (born 1950)

Acrobat

signed on the hand of the figure

plastic, neon light, metallic base

130 x 60 x 40 cm. (height of base 60 cm.)

£8,000 - 12,000

€10,000 - 15,000



82^{AR}

Pavlos (Pavlos Dionyssopoulos) (born 1930)

Guitar

signed and dated 'Pavlos 1967' (middle left)

paper construction, plexiglass

151 cm. x 56 cm. x 4 cm.

£20,000 - 30,000

€25,000 - 37,000



83^{AR}

Yiannis Kottis (born 1949)

The deer

signed and dated 'Y.Kottis 84' (lower right);

signed and inscribed (on the reverse)

acrylic and mixed media on canvas

177 x 217 cm.

£15,000 - 20,000

€19,000 - 25,000



84^{AR}

Alecos Fassianos (born 1935)

Village in a gold land

signed in Greek (upper left) and dated '1977' (lower right)

tempera on paper

71 x 47 cm.

£3,000 - 5,000

€3,700 - 6,200



85*AR

Achilleas Droungas (Greek, born 1940)

LUNA

signed 'A.Droungas 86' (lower right);

titled, annotated and dated (on the stretcher)

oil on canvas

140 x 170 cm.

£10,000 - 15,000

€12,000 - 19,000

PROVENANCE:

Private collection, New York.



86^{AR}

Costas Tsoclis (born 1930)

Untitled

signed 'C. Tsoclis' (lower right)

acrylic, glass and plexiglass on panel

142 x 123 cm.

£10,000 - 15,000

€12,000 - 19,000

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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, financial details and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving license (or similar photographic proof of identity) and a debit or credit card. 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 (only available on lots with a low estimate greater than £400)

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 when submitting bids. Failure to do this may 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 may 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* of *Lots*:

25% up to £25,000 of the *hammer price*
20% from £25,001 of the *hammer price*
12% from £500,001 of the *hammer price*

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 us by 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> amount	Percentage
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*:

- T *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 seventh 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;

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

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 £5,000, 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;

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £5,000. We will need to see your passport if you wish to pay using 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 3% surcharge;

Union Pay Cards: Are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 3% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 3% 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.

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 at the end of this *Notice to Bidders*.

11. SHIPPING

Please refer all enquiries to our shipping department on:

Tel: 020 7468 8353/8302 or 020 8222 6443 Fax: 020 7629 9673 Email: shipping@bonhams.com

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 the Museums, Libraries and Archives Council and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the MLA website www.mla.gov.uk or by phoning MLA on 020 7273 8266. 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 www.ukcites.gov.uk or may be requested from:

DEFRA, Global Wildlife Division
1st Floor, Temple Quay House
2 The Square
BRISTOL BS1 6EB

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 of 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. 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 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; 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.

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y	Subject to CITES regulations when exporting these items outside the EU, see clause 13
W	Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location
=	Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US Rubies and jadeite of non-Burmese origin require certification before import into the US
AR	An <i>Additional Premium</i> will be payable to us by the <i>Buyer</i> to cover our expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details
○	<i>The Seller</i> has been guaranteed a minimum price for the <i>Lot</i> , either by <i>Bonhams</i> 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.
▲	<i>Bonhams</i> owns the <i>Lot</i> either wholly or partially or may otherwise have an economic interest.

•, †, *, 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) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from 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 <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> .		to you by the <i>Seller</i> at the <i>Sale</i> 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 <i>Seller</i> or to <i>Bonhams</i> by you.		<i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> 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.
7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> 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 <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS
7.3	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.			10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
7.4	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> 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 <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
7.5	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.			10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> 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.
8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> 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 <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (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.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.		
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> 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.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>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> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents. The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;			10.7	
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> 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;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> 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;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , 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 <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> 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.	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.
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) 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 <i>Seller</i> or to <i>Bonhams</i> ; and			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold	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	10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> 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.

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 at the beginning of 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 and 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*, and
- 3.1.3 if the *Lot* is marked ^[A8], 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 stamped, paid invoice, 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 <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .	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;		<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
		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 sale) until all sums due to us have been paid in full;	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.
4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	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;	9	FORGERIES
4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.	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 sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
5	STORING THE LOT			9.2	Paragraph 9 applies only if:
	We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.	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> .	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
6	RESPONSIBILITY FOR THE LOT	7.2	You agree to indemnify us against all legal and other costs, all losses and all other expenses (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.	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
6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.	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.	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> .
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .			9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS			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
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>):	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 sale 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.	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.
7.1.1	to terminate this agreement immediately for your breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	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> .
7.1.2	to retain possession of the <i>Lot</i> ;	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:	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> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;			9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
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;	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	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.
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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	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> .
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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	10	OUR LIABILITY
		8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	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> .
		8.2	The discretion referred to in paragraph 8.1:		
		8.2.1	may be exercised at any time during which we have actual or constructive possession of the		

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:	perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
10.2.1	handling the <i>Lot</i> if it was affected at the time of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or	11.4 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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (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.
10.2.2	changes in atmospheric pressure; nor will we be liable for:	
10.2.3	damage to tension stringed musical instruments; or	
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.	11.5 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.
10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.	11.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
		11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
		11.8 In this agreement "including" means "including, without limitation".
		11.9 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.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) 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.	11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
	You may wish to protect yourself against loss by obtaining insurance.	11.11 Save as expressly provided in paragraph 11.12 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.
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.	11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> 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	MISCELLANEOUS	12 GOVERNING LAW
11.1	You may not assign either the benefit or burden of this agreement.	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 <i>Sale</i> takes 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. <i>Bonhams</i> has a complaints procedure in place.
11.2	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.	DATA PROTECTION – USE OF YOUR INFORMATION
11.3	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	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 e-mail 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 1,000 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*.

"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.

"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.
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Justin O'Brien (1917-1996)

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45.0 x 31.0cm
\$30,000 - 40,000

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oil on canvas
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19th Century Paintings, Drawings & Watercolours

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**Henry Scott Tuke, RA, RWS
(British, 1858-1929)**

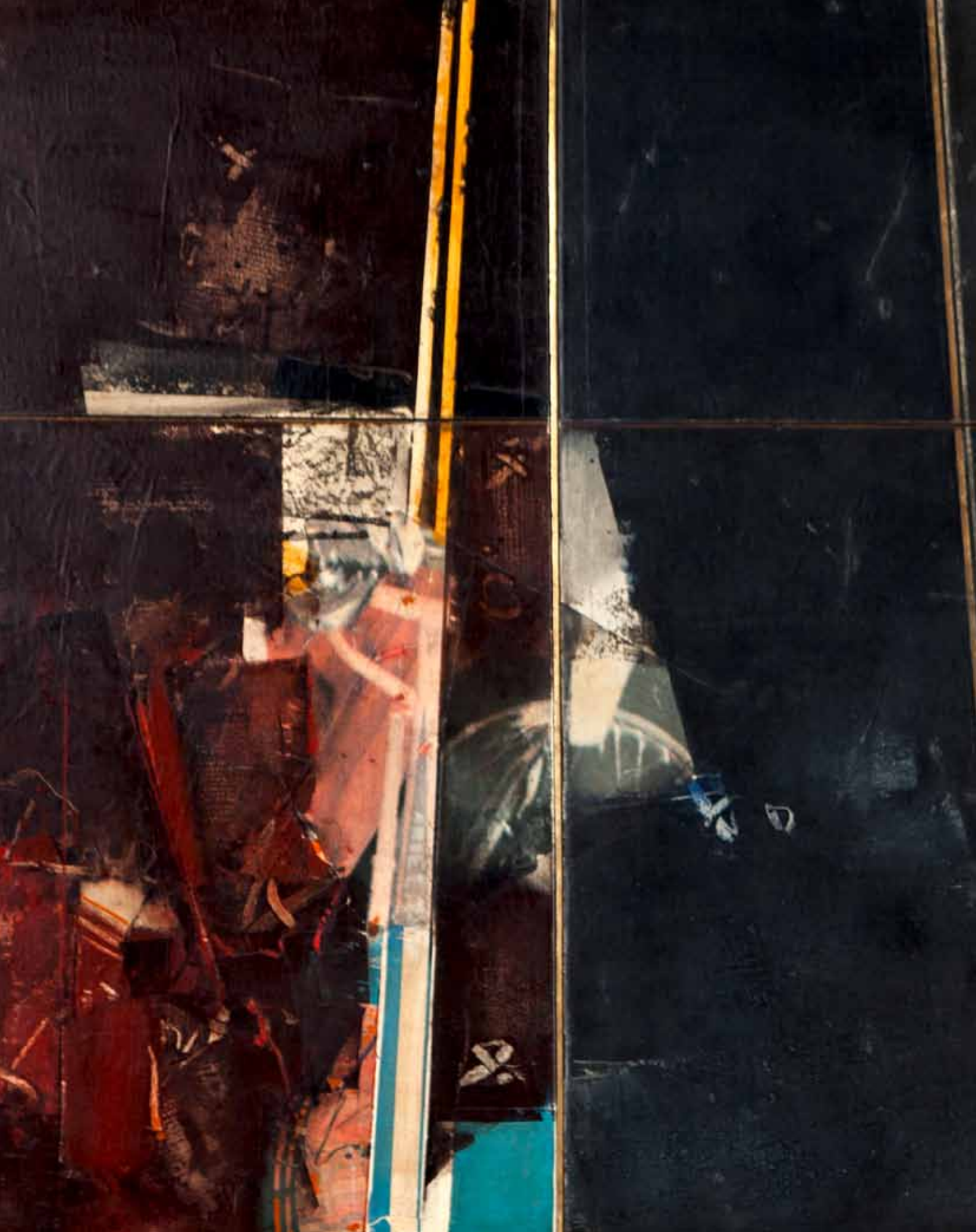
A bather (detail)

signed 'H.S.TUKE' (lower left)

oil on panel

29 x 20cm (11 7/16 x 7 7/8in).

£10,000-15,000







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