

THE GREEK SALE

Tuesday 28 April 2015



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THE GREEK SALE

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Front cover: lot 9
Back cover: lot 21
Inside front cover: lot 37
Inside back cover: lot 51
Opposite: lot 12 (detail)

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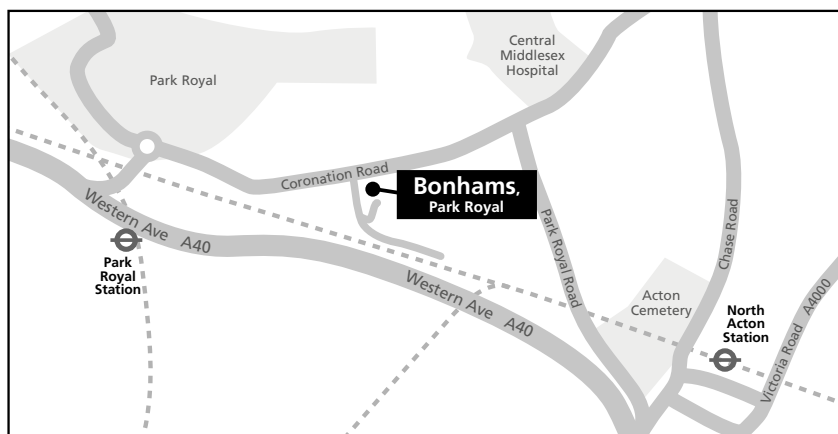
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1 AR

YIANNIS TSAROUCCHIS (1910-1989)

Athlete with white vest

signed in Greek and dated '36' (lower left)

oil on canvas

32.5 x 22.5 cm.

£15,000 - 20,000

€21,000 - 28,000

Provenance

Zoumboulakis Galleries, Athens.

Private collection, Athens.

Literature

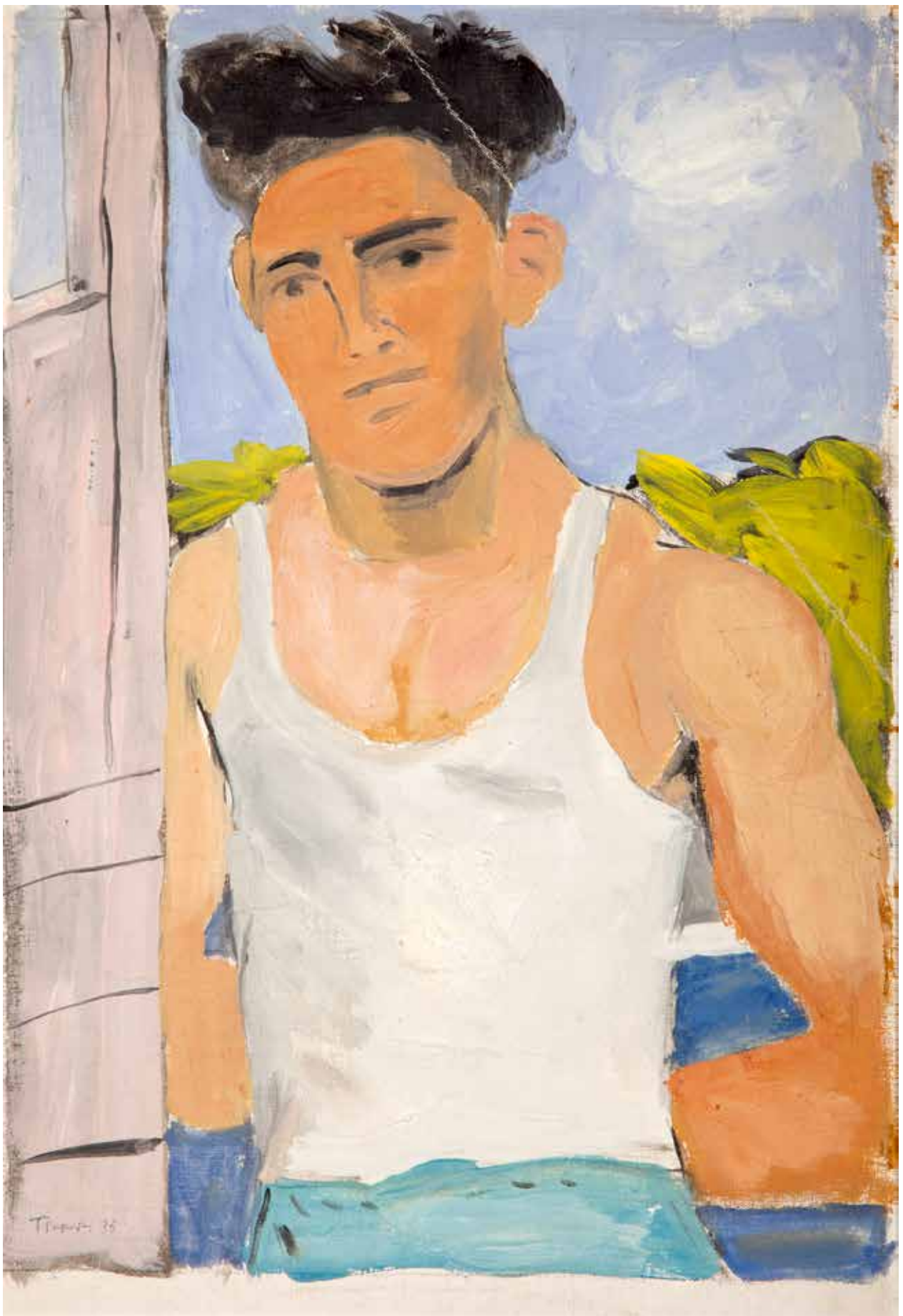
E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora -

A.A. Livani editions, Athens 1989, no. 184, p. 260 (listed).

Yannis Tsarouchis (1910-1989) Painting, Yannis Tsarouchis Foundation, Athens 1990, no. 32, p. 37 (illustrated).

In the mid-1930s, following a brief interlude of imaginary landscape views, Tsarouchis brought his early realism to a high degree of mastery in such exquisite works as *Athlete with white vest*, one of his first portraits to introduce the type of the male model which would eventually become the signature subject of his entire oeuvre. Simplified in design and brilliant in colour, the painting combines stylistic elements from Matisse, Theofilos and Parthenis, conveying a serene world of pure form where lines, shapes and colours seem to exist almost independently of the subject. In a 1937 article that constituted the first comprehensive review of Tsarouchis's work, D. Kapetanakis noted that "broad areas of pure colours, liberated from the fleeting moment, occupy a space that ensures their long-lasting harmony. We are reminded of the fauves, of Matisse. Tsarouchis learned from them but used their teachings in a very personal manner to produce works that are truly Greek in essence." ¹.

¹. D. Kapetanakis, *Yannis Tsarouchis, Return to Roots*, Nea Grammata magazine, 1937.





2

THEOFILOS HADJIMICHAIL (1867-1934)

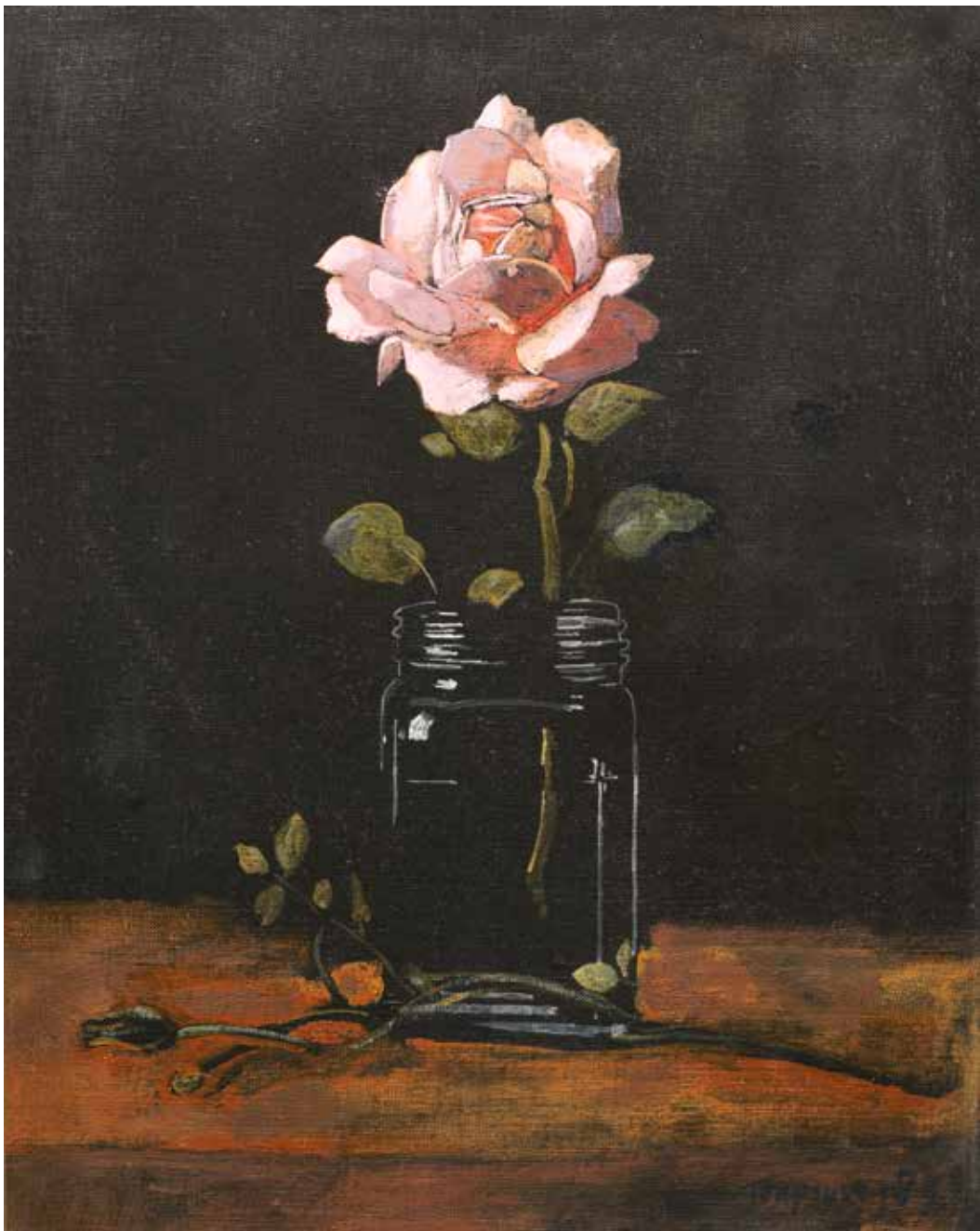
Madonna with child, Jesus, Saints Michael and Athanasios
signed and inscribed in Greek, dated '1915' (on the reverse)
natural pigments on panel
41 x 24.5 cm.

£7,000 - 9,000
€9,700 - 12,000

Provenance

Commissioned to the artist by the family of the present owner.

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, 16-18 April 2015. This painting will be located in Athens during the auction.



3 AR

YIANNIS TSAROUCHIS (1910-1989)

Rose in a glass

signed in Greek and dated '79' (lower right)

oil on canvas

36.7 x 30 cm.

£6,000 - 8,000

€8,300 - 11,000

4

SYMEON SABBIDES (1859-1927)

Lady in black
oil on canvas
45.5 x 36.5 cm.

£8,000 - 12,000
€11,000 - 17,000

Provenance

Private collection, Athens.

Exhibited

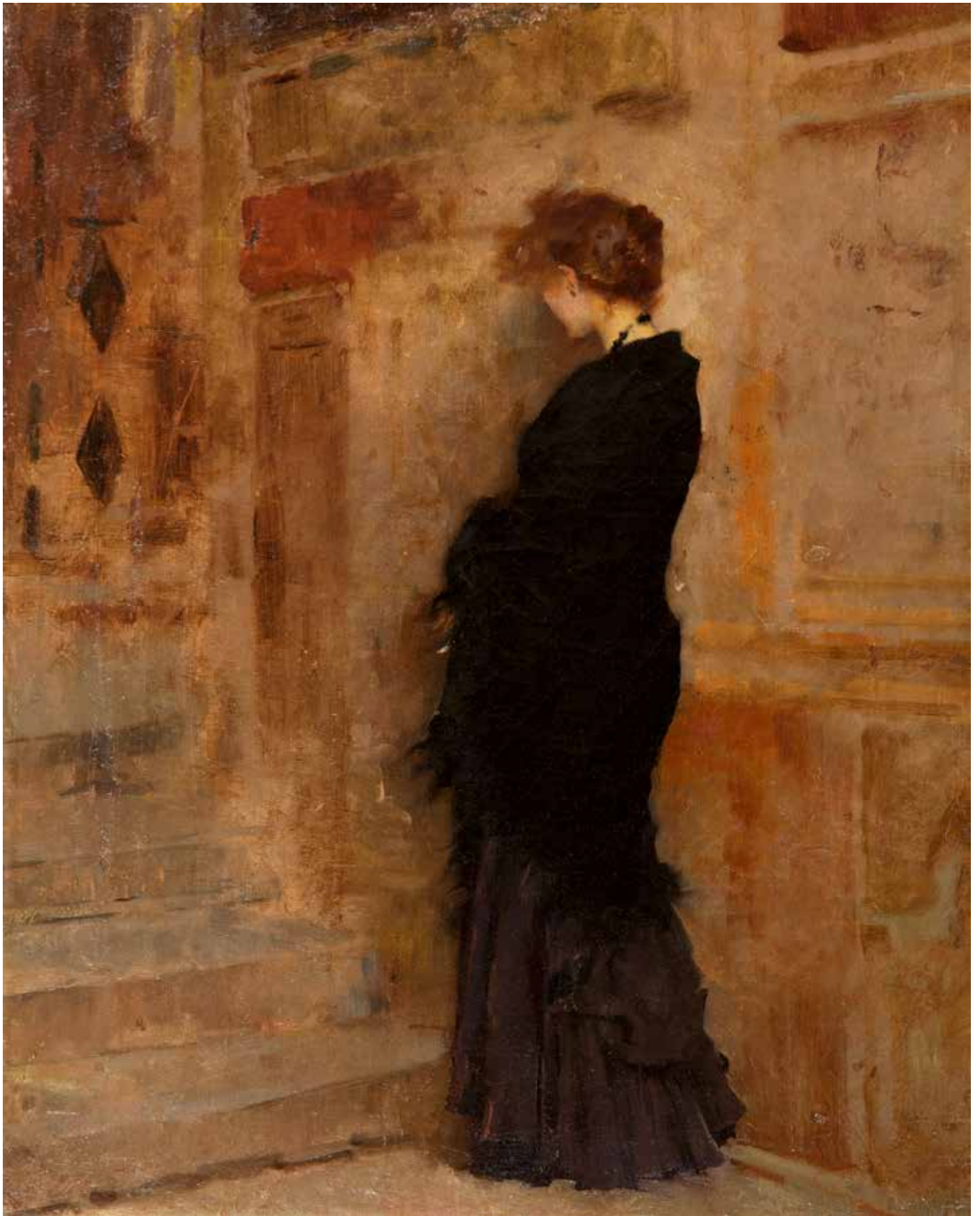
Athens, National Gallery - Alexandros Soutzos Museum, *Symeon Sabbides* (1859-1927), March 20 - June 26, 2006, no. 84 (illustrated in the exhibition catalogue, p. 73).

Literature

M. Kasimati, *Symeon Sabbides, His Life and Work*, Adam-Pergamos editions, Athens 2006, no. 154, pp. 356 (listed), 195 (illustrated).

Enveloped in a beautiful black ensemble, nobly posed and gracefully responsive to the upright motifs of the faded Pompeian red or oriental rug-like background wall against which she is set, this almost Sargent-like beauty is an epitome of pensive elegance. Her detached stance - turning away from the viewer and seemingly drawn to her own world - is strongly reminiscent of Gysis's figure of a black-clad woman tucked in the right hand side of his *News of victory*, 1871. (Neue Pinakothek collection, Munich). As noted by Dr. M. Kasimati, who prepared Sabbides's monograph, "there is no doubt that Sabbides was familiar with this historic painting, and his own painting could be considered a poignant comment on it, stripped of any kind of high rhetoric and drama. Closer to the work's true aesthetic content is a series of youthful pencil drawings by Georges Seurat (1859-1891) portraying hasty, elegant Parisiennes, their enigmatic figures clad in black. Compare *Woman with black coat*, c. 1882, in the National Gallery of London (Berggruen collection)." ¹

¹ M. Kasimati, *Symeon Sabbides, His Life and Work* [in Greek], Adam-Pergamos editions, Athens 2006, p. 194.



5 AR

SPYROS VASSILIOU (1902/3-1984)

View of the Acropolis with the house of C. Parthenis
signed in Greek and dated '78' (lower centre)
oil, collage, golden leaf on canvas
diameter 120cm.

£12,000 - 18,000

€17,000 - 25,000

Provenance

Acquired from the Athens Gallery in the 1980s.
Private collection, Athens.





6 AR

YIANNIS TSAROUCHIS (1910-1989)

Landscape - Maquette for the ballet 'The Swan Lake'
signed in Greek with dedication, dated '1955' (lower left)
gouache on paper laid on hardboard
55 x 69 cm.

£5,000 - 7,000

€6,900 - 9,700

Provenance

Iro Sismani (the Greek choreographer) collection and thence by
descent to the present owner.



7

THÉODORE JACQUES RALLI (1852-1909)

Japonairie
signed 'Ralli' (upper right)
watercolour
21.3 x 29 cm.

£6,000 - 8,000

€8,300 - 11,000

Literature

M. Palioura, *The Painting Oeuvre of Theodoros Ralli (1852-1909)* [in Greek], doctoral dissertation, University of Athens, Athens 2008, no. 196, vol. I, p. 125 (discussed), vol. II, p. 414 (illustrated).

As noted by M. Palioura in her doctoral dissertation on Ralli, "in the late 1890s, Ralli painted *Japonairie*, whose title is probably justified by the motifs on the garment that covers the lower part of the woman's body." ¹ Softly reclining on velvet cushions laid over a tiger skin, the luscious beauty is immersed in an atmosphere of romantic mysticism and suggestive eroticism, confronting the viewer and inviting him to escape from the strictly organised and disciplined western way of life to a dreamworld of oriental pleasure and exotic fantasy.

¹. M. Palioura, *The Painting Oeuvre of Theodoros Ralli (1852-1909)* [in Greek], doctoral dissertation, University of Athens, Athens 2008, vol. I, p. 125.

8

JEAN ALTAMOURA (1852-1878)

Junction in choppy seas

signed and dated 'Jean Altamouras / 1875' (lower right)

oil on canvas

37 x 60.5 cm.

£20,000 - 30,000

€28,000 - 41,000

We are grateful to the descendants of the artist's family for confirming the authenticity of this work.

Provenance

Private collection, Athens.

"Altamoura produced only a few works and none of them is mediocre. At a time when an attorney in law was being paid fifteen drachmas for a court appearance, a canvas by Altamoura was purchased by the then Ministry of Marine Affairs for 2,000 drachmas."¹

In 1875, Altamoura, this short-lived but exceptional seascape painter who by the age of 24 was already an acclaimed artist enjoying the full support of the Greek Royal Court, was in Denmark on a state scholarship that enabled him to pursue graduate studies at the Academy of Fine Arts in Copenhagen. As noted by G. Piemontese who prepared the artist's monograph, Altamoura spent the summer of 1875 aboard the frigate "Jylland", an important vessel of the Danish royal fleet.² From May 21 to August 23, "Jylland" went on its 10th cruise from Elsinore to Plymouth, Madeira and Cherbourg. According to E. Kypreou, who curated the artist's major retrospective at the Benaki Museum in 2011, this is highly probable since there are no other works by him with 'Danish' subjects during that period other than some drawings from a journey at sea, the frigate itself, as well as different types of ships. Evidently, Altamoura was offered the same opportunity to sail with the royal fleet as any other Danish marine painter.³ (Compare *Warship*, a watercolour on paper from 1875, showing the same battleship and other similar vessels with Danish flags).

Junction in choppy seas is a fine example of Altamoura's mature style, demonstrating assurance of technique rarely found in so young an artist. The shifting atmosphere, the metaphysical luminosity of the European north, the mobility of light, the jewel-like details, such as the minuscule figures aboard the vessels, the low horizon in the vein of old Flemish masters and the breadth and openness of the shimmering sky that shines through travelling clouds, have been portrayed with effortless brilliance and loving care, combining academic principles with a vivid sense of on-the-spot immediacy.

¹ E. Kypreou, *Jean Altamouras, a Tempestuous Life* [in Greek], Kathimerini newspaper, 28.6.2009, p. 15.

² G. Piemontese, *Giovanni-Ioannis-Jean Altamura*, Foggia 2009, pp. 22,24.

³ E. Kypreou, "The Years in Denmark" in *Jean Altamouras, his Life and Works*, exhibition catalogue, Benaki Museum, Athens 2001, p. 108.





9

NICHOLAOS GYSIS (1842-1901)

Young girl with headscarf
signed 'N.Gysis' (centre-lower right)
oil on canvas
28 x 22 cm.

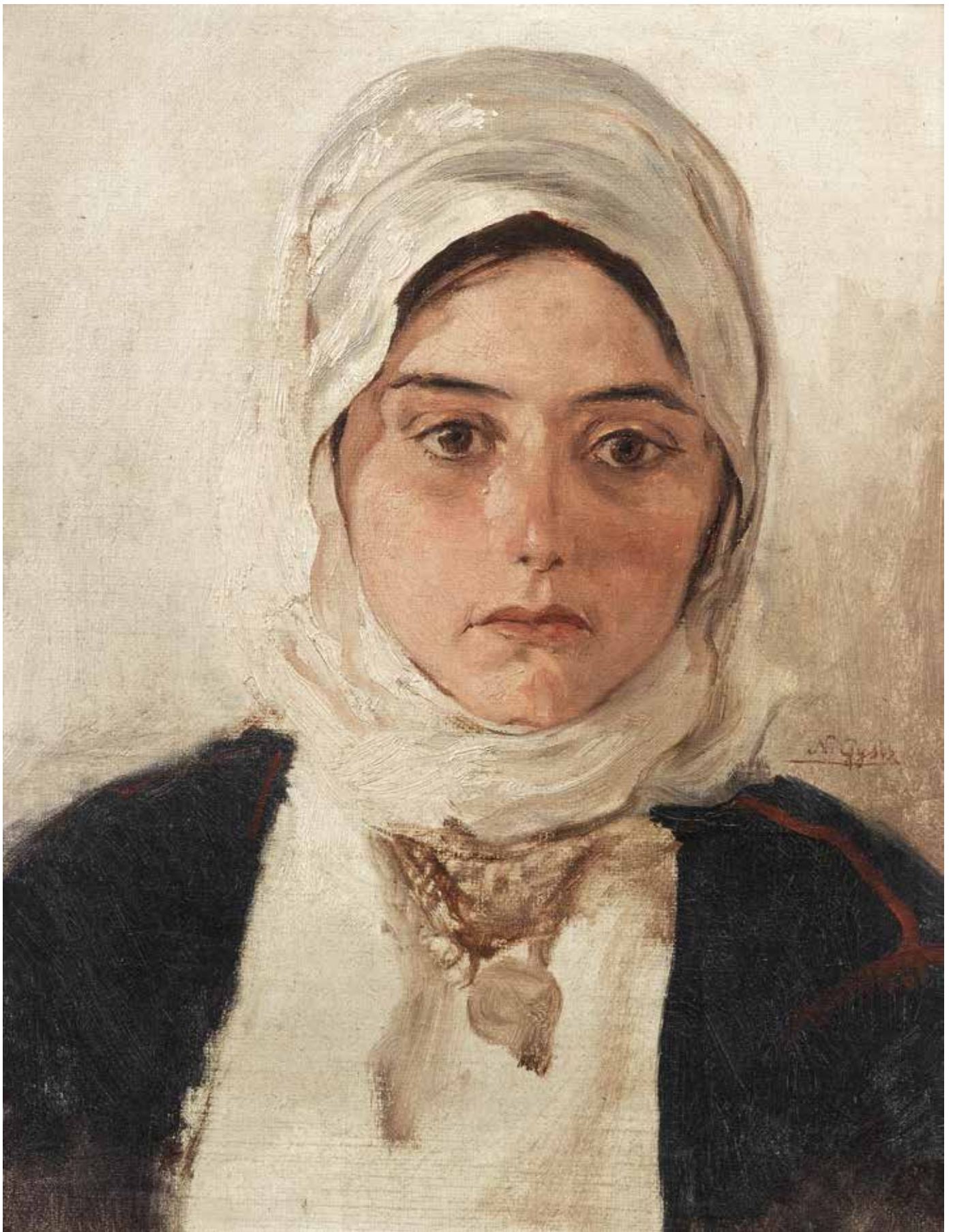
£25,000 - 35,000

€34,000 - 48,000

Provenance

Private collection, London.

Synthesising Gysis's indebtedness to academic principles and his interest in venturing beyond clarity, likeness and descriptiveness to voice a strong artistic statement, this acute portrait shows no signs of idealisation, its unadorned beauty emanating from within, depending on honesty of representation, genuineness of character and purity of form. Impeccably painted in cool tones highlighted by solid outlines and lively brushstrokes, the work impels the viewer to delve beyond the surface and seek the inner world of the young girl. This close-up immediacy endows the picture with compelling energy, while the vigorous brushwork acts to generate a sense of mobility and vitality that animates the sculptural calm of the sitter's posture. Reminiscent of Byzantine icons, the rigorously frontal image transforms the scarfed girl into a saint of an earthbound pantheon, while its captivating immediacy and resilient allure is a testament to Gysis' power of an imaginative transaction between the subject, the artist and the beholder.



10 ^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Bough and moon

signed and dated 'GHIKA 48' (lower right)

oil and mixed media on panel

40 x 58.5 cm.

£40,000 - 60,000

€55,000 - 83,000

Painted in 1948.

Provenance

Maria P. Ralli collection.

P. Kyriakopoulos collection.

N. Canellopoulos collection, Athens.

Private collection, Athens.

Exhibited

Venice, La Biennale di Venezia, 1950 (listed in the exhibition catalogue, no. 39, p. 332).

London, Leicester Galleries, *Ghika*, February 5-26, 1953.

London, Whitechapel Gallery, *Ghika, Paintings 1934-1968*, July 7 1968 - August 8, 1968, no. 12 (listed in the exhibition catalogue).

Athens, National Gallery - A. Soutzos Museum, *Ghika*, May 1973, no. 35 (listed in the exhibition catalogue).

Literature

Ghika, Leicester Galleries, London 1953, no. 18.

The Atlantic, June 1955, vol. 195, p. 129 (illustrated).

Perspectives of Greece, an Atlantic Month Supplement, Intercultural Publications, New York 1955, p. 35 (illustrated).

The Charioteer, a Quarterly Review of Modern Greek Culture, vol. 1, no. 2, Autumn 1960, p. 60 (illustrated).

Ghika, Paintings, Drawings, Sculpture, Boston Book and Art Shop, Boston 1964, pl. 58 (illustrated).

Ghika, Peintures, Dessins, Sculptures, Cahiers d' Art, Paris 1965, fig. 58.

N. Hadjikyriakos-Ghika, in *Memoriam*, The Academy of Athens, Athens 1995, p. 15 (mentioned).

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum edition, Athens 2011, fig. 25, p. 141 (illustrated).

The work of a mercurial and inventive mind whose rich imagination and acute sensibility could turn ordinary subjects like common plants into an otherworld of magic¹, *Bough and moon* from 1948 is a masterful view of Hydra's² landscape with its characteristic stone walls and insular flora. The middle of the composition is dominated by two large boughs with branches extending across the entire pictorial surface, adhering to the grade of the sloping landscape and, therefore, to the rhythm of nature and of the work itself. The moon³ dictates the cool tonalities and intense juxtapositions of light and dark areas, further animated by the textured surface overlaid by drips of paint.⁴

"In the 1940s, Ghika devoted himself to the examination of what is meant by objectivity. This he did with the controlled though passionate lyricism which is characteristic of him. In his own particular way he tries to seek out the secret, plastic life that inhabits every object. But Ghika is a man of prudence. There is in his work a classical proportion, which might make it disagreeably severe if the artist's hand were not guided by one invaluable element in his nature: that of elegance. He looks at the objectiveness of the world with the amazement of a child who sees everything for first time. In the paintings dated 1948 we can see that once he has found the secret he was looking for, he re-assembles what he has taken to pieces. And on the grandest scale: like a great nobleman who asks no security when he lends to Nature."⁵

¹. M. Hadjidakis, "Some Aspects of Modern Greek Art" in *Perspective of Greece*, an Atlantic Monthly Supplement, Intercultural Publications, New York 1955, p. 33.

². The landscape of Hydra, with its well-balanced lines empowered Ghika to open a fruitful dialogue with his native land, combining his cubist experience with the island's geometric forms and archetypal volumes. See M. Achimastou-Potamianou, "The Art of Ghika" in *The Greek Painters*, vol. II, 20th Century, Melissa editions, Athens 1975, pp. 332, 336-337.

³. The moon was a source of inspiration for the 19th c. French symbolist poets, particularly Charles Baudelaire and his poem *Les Bienfaits de la Lune*, while Baudelaire's transient and hallucinatory images influenced the painters of the New York School in the 1940s (compare J. Pollock, *The moon woman*, 1942, Guggenheim Foundation, Venice).

⁴. See K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre* [in Greek], Benaki Museum edition, Athens 2011, pp. 138, 140.

⁵. M. Raynal, preface to the catalogue of the *First Exhibition in England of Paintings and Sculpture by Ghika*, The Leicester Galleries, London 1953.



11 *

MICHALIS ECONOMOU (1888-1933)

Old mill in Hydra

signed 'M.Economou' (lower left)

oil on board

81 x 69.5 cm.

£40,000 - 60,000

€55,000 - 83,000

Provenance

The artist's widow, Athens.

Private collection, United States.

Exhibited

Athens, Archaeological Museum, Professional Art Exhibition, March-May 1942.

Economou's exquisite views of the island of Hydra enjoy a prominent place among the artist's mature works. As noted by A. Kouria in her monograph on the painter, "his Hydra landscapes are dominated by the large form of the precipitous cliff with its pronounced diagonal. This form 'rules over' the pictorial space, becoming, one might say, an emblematic presence, a signature trait of the island's harsh and angular topography. Using swift and freely applied brushstrokes that are often informed by gestural verve, the artist set out to capture something of the island's unique character, while at the same time conveying his own response to the genius loci and its evocative charm." ¹ Reviewing Economou's 1931 one-man show in Athens, which mainly included views of Hydra where the artist resided during the summer months, D. Kokkinos keenly observed that "this historic island seems to have found its painter. Economou felt the heartbeat of Hydra and instilled meaning to its form. He didn't copy nor stage what he saw; instead, he conveyed everything that could express this historic Greek rock." ²

¹. A. Kouria, *Michalis Economou* [in Greek], Adam editions, Athens 2001, p. 215.

². D. Kokkinos, *The Exhibition of Michalis Economou* [in Greek], Nea Estia journal, no. 104, April 5, 1931, p. 439.



12^{AR}

YIANNIS TSAROUCCHIS (1910-1989)

Woman from Atalanti with red purse
signed in Greek and dated '22-11-62' (lower right)
mixed media on canvas
190 x 70 cm.

£80,000 - 120,000
€110,000 - 170,000

Provenance

Property of a Private European Family Collection.

Exhibited

Paris, Teriade's house, 1962.
Athens, French Institute - Yannis Tsarouchis Foundation -Pieridis
Gallery, *Hommage à Yannis Tsarouchis, May 16 - June 15, 1990* (listed
in the exhibition catalogue).

Literature

E. Florou, *Tsarouchis - Painting*, (doctoral dissertation) vol. 1, Athens
1989, no. 498, p. 241 (listed).
E. Florou, *Yannis Tsarouchis, His Painting and his Era*, Nea Synora -
A.A. Livani editions, Athens 1989, no. 587, p. 595 (listed).
Yannis Tsarouchis (1910-1989) *Painting, Yannis Tsarouchis Foundation*,
Athens 1990, no. 227 (illustrated).
A. Savakis, *Ioannis Tsarouchis, Kastaniotis editions, Athens 1993, p.*
150 (mentioned).
M. Karavia, *The Thinker of Marousi, Memories and Conversations with*
Yannis Tsarouchis, Kapon editions Athens 2009, p. 73 (mentioned).

In 1962, following a three year interlude (1959-1961) devoted mainly to stage-set design for drama and opera, Tsarouchis returned to serious art making, producing large-scale works depicting his signature subjects -peasant girls and sailors- captured in his unique 'orientalising' style'. Honouring an agreement with prominent art critic and lifelong friend E. Teriade (Stratis Eleftheriadis), he confined himself almost exclusively to his Athens studio and worked furiously: by the end of the year, he had created 30 works, among them *Woman from Atalanti with red purse*, which were exhibited at Teriade's house in Paris.²

Wonderfully painted in earthy colours highlighted by solid outlines, the work conveys a striking immediacy and resilient allure. Broad planes and confident brushstrokes build up a solid edifice of pure form, a world immersed in the eternal, stretching beyond the confines of the transient and perfectly matching the young maiden's silent inflexibility and rigid, almost hieratic posture. We are reminded of icons of Byzantine saints, Fayum portraits, shadow-puppet folklore and Theofilos. As noted by former Benaki Museum Director M. Hadjidakis, "Tsarouchis's main interest is in the human being who, in his hands, tends to become a monumental figure. Lightly modelled, his subjects fill the picture and are elevated to a symbolic type full of dignity and grandeur."³ What's truly amazing is that Tsarouchis imaginatively combined various representational conventions to transform a simple peasant girl into an everlasting symbol, capturing the genuineness of character which is the lifeblood of the Modern Greek spirit.

Ever since his early childhood, Tsarouchis was fascinated by traditional local costumes from around Greece, enchanted by the velvet and silk garments and headdresses worn by the peasant women he saw in Athens each time he visited the city's center with his mother. Traditional costumes perhaps best exemplify the great variety and remarkable creativity of Greek folk art. Women's garb, in particular, which is most often accompanied by a rich variety of accessories, including belts, necklaces, pins and adornments for the hair, exhibits tremendous detail with a variety of vibrant colours and bold schemes.⁴ Beyond childhood

memories, however, Tsarouchis's great interest in traditional local dresses stemmed from his dual capacity as painter and costume designer. His fascination was further heightened following his acquaintance with Angeliki Hadjimichali, Elli Papadimitriou and Eva Palmer-Sikelianou and was filtered through Kontoglou's passion for Byzantine art. He was not only interested in the art form but also in the techniques involved. He knew how to weave, cut and sew, as well as take patterns from folk clothing. Unfortunately, his entire archive of dress designs and costume details was destroyed during the German Occupation.⁵

As noted by A. Hadjimichali, a leading authority on folk art, the later-day traditional costume of the village of Atalanti in Central Greece consists of a shirt made of local silk fabrics, a type of frilled, laced and pleated dress called foustana, a sleeveless overcoat and a sash often decorated with golden coins, and a felted apron embroidered with yellow silk thread in various designs. The entire Atalanti costume takes its name from the foustana dress, as did the women who wore it, distinguishing them from the women of nearby villages or those from the island of Euboea across the strait.⁶

¹. See E. Florou, *Yannis Tsarouchis, His Painting and his Era* [in Greek], Nea Synora - A.A. Livani editions, Athens 1989, p. 147.

². See *Yannis Tsarouchis between East and West*, exhibition catalogue, the Ministry of Culture, Athens 2000, p. 129.

³. M. Hadjidakis, "Some Aspects of Modern Greek Art" in *Perspective of Greece*, an Atlantic Monthly Supplement, Intercultural Publications, New York 1955, p. 33.

⁴. See I. Vallera-Rickerson, preface to the *Greek Legacy* exhibition catalogue, Orange Coast College Fine Arts Gallery, Costa Mesa, California, 1995.

⁵. M. Karavia, *The Thinker of Marousi, Memories and Conversations with Yannis Tsarouchis* [in Greek], Kapon editions Athens 2009, p. 74.

⁶. See A. Hadjimichali, *The Greek Folk Costume*, Melissa editions, Athens 1978, p. 110.



13^{AR}

NIKOS ENGONOPOULOS (1910-1985)

Casanova

signed in Greek and dated '68' (lower left)

oil on canvas

41 x 33 cm.

£25,000 - 35,000

€34,000 - 48,000

Provenance

Acquired from the artist's family by the present owner.

Inspired by the romance of a bygone era, Engonopoulos's *Casanova* introduces the viewer to an enigmatic system of poetic metaphor which alludes to collective cultural symbols. The image of the lover appears in a number of the artist's canvases,¹ including *Lady Chatterley's lover* (1951), *Lovers* (1967), *On the ship decks* (1966), in which Giacomo Casanova is portrayed in stylish western garb, and *Casanova* (1968), wherein he wears a marvellous, brilliantly coloured costume - the same one Hector wears in his *Hector and Andromache*, 1969. Engonopoulos, who had designed colourful costumes for many theatrical performances, had been involved with fashion from an early age, publishing the magazine *La Mode Grecque* in French and German. However, there are hardly any references to contemporary fashion in his work, as he deliberately ignored the fashion trends of his era, consistently alluding to otherly times, to collective symbols from various moments and junctures in history.²

From the mid-1960s on, the artist showed a predilection for simple compositions with just a few figures³ painted with glowing intensity. His enamel-like reds, blues and greens, applied side by side on the canvas without tonal gradations, invite the viewer to a festive ritual of pure colour. For Engonopoulos each colour had its own value, its own voice, much the same as in Byzantine art, which he always considered the art form Greeks most closely relate to.⁴ While El Greco rendered the compositional and colour scheme of Byzantine art in a western manner, Engonopoulos filtered it through surrealism, becoming a cantor in his artistic pew chanting the Byzantine music of colours⁵ and praising the beauty of the human form.

¹ See D. Menti, *Faces and Masks* [in Greek], Gutenberg editions, Athens 2007, p. 163.

² See N. Andrikopoulou, *Tracing the footsteps of Nikos Engonopoulos* [in Greek], Potamos editions, Athens 2003, p. 100.

³ His last multi-figure work dates back to 1963. See K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exh. cat. and catalogue raisonnée, Benaki Museum, Athens 2007, p. 106.

⁴ See Epitheorisi Technis magazine, March 1963, pp. 193-197 and E. Engonopoulou, "Freedom and Discipline" in *Nikos Engonopoulos, The Painter and the Poet*, p. 23.

⁵ See A. Kastalliotis, "Nikos Engonopoulos" [in Greek], *Synchroni Skepsi* journal, no.4, February 1977, reprinted in *Nikos Engonopoulos*, exhibition catalogue, National Gallery-Alexandros Soutzos Museum, Athens 1983, p. 29.







14 ^{AR}

ALEXANDROS ALEXANDRAKIS (1913-1968)

Suddenly in the dark
signed in Greek (lower right)
oil on canvas
110 x 150 cm.

£18,000 - 25,000
€25,000 - 34,000

Painted in 1967.

Provenance

The artist's family.

Exhibited

Athens, Zappeion Hall, *Exhibition of the Military History of the Greeks*, April 24 - October 30, 1968 (illustrated in the exhibition catalogue, vol. 2, p. 528).

Athens, Athens College Library, *Alexandros Alexandrakis*, 1970.

Athens, National Gallery - A. Soutzos Museum, *Alexandros Alexandrakis (1913-1968)*, October 1980 (illustrated in the exhibition catalogue, no. 79).

London, The Hellenic Centre, *The War we Fought 1940-41, Paintings and Drawings by A. Alexandrakis, Commemorating the 50th Anniversary of the End of the War*, May 25 - June 21 1995 (illustrated in the exhibition catalogue, p. 26).

Athens, 'Melina' Cultural Centre, *Memories of the 1940s, Alexandros Alexandrakis*, October 10 - November 11, 2008 (illustrated in the exhibition catalogue, no. 7, pp. 8 (detail), 35).

Literature

A. Alexandrakis, *The War we Fought*, Athens 1968, no. 58 (illustrated).
Freedom in Courage, the Pictorial War History of Greece, Publishing Institute of Athens, Athens 1969 (illustrated).

D. Kokkinos, *History of Modern Greece*, Melissa editions, Athens 1972, p. 1577 (illustrated).

G. Roussos, *Modern History of the Greek Nation 1826-1974*, vol. VII, Athens 1975, pp. 248-249 (illustrated).

Dictionary of Greek Painters and Engravers, vol. 4, Melissa editions, Athens 1976, p. 19 (illustrated).

A. Bacharian - P. Antaios, *Visual Testimonies During the War, the Occupation and the Resistance*, Odysseas editions, Athens 1995, p. 44 (illustrated).

Kathimerini newspaper, *Epta Imeres, The 1940 War*, 26.10.1997, p. 9 (discussed).

Recalling the magnificent stallions painted by the 19th century masters Eugène Delacroix and Theodore Géricault, a battle horse is startled by a sudden explosion and its rider struggles to regain control, while other soldiers guardedly advance into the nocturnal snowstorm. In 1940, Alexandros Alexandrakis took part in the Greek-Italian war, serving in the Albanian front and squeezing his artistic work into moments when other men rested. After the war, the artist resumed his work in his Athens studio and by 1946 he had translated his first-impression sketches into elaborate paintings. As noted by British art historian Terence Mullaly, Alexandrakis records how men ennoble war. Qualities at the heart of being Greek, courage, endurance, physical and mental dedication, above all the love of the homeland are his central subject. In his work we can sense the icy wind and the thunder of the horses.¹

¹. *The War we Fought 1940-41, Paintings and Drawings by A. Alexandrakis*, exhibition catalogue, The Hellenic Centre, London 1995, pp. 8-9.



15 AR

SPYROS VASSILIOU (1902/3-1984)

View of Molyvos, Lesvos

signed in Greek and dated '59' (lower left)

egg tempera on hardboard

40 x 58 cm.

£5,000 - 7,000

€6,900 - 9,700



16 AR

SPYROS VASSILIOU (1902/3-1984)

Marine celebration

signed in Greek and dated '58' (lower right)

egg tempera on hardboard

65 x 81.5 cm.

£6,000 - 8,000

€8,300 - 11,000

Provenance

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

17
VASSILIOS HATZIS (1870-1915)
Shore scene
signed in Greek (lower right)
oil on canvas
51.5 x 71.5 cm.

£20,000 - 30,000
€28,000 - 41,000

Provenance
Private collection, Europe.





NICHOLAOS GYSIS (1842-1901)

The artist's daughter / Penelope Gysis

stamped 'N. Gysis' (on the reverse)

oil on canvas

40.8 x 33.8 cm.

£50,000 - 70,000

€69,000 - 97,000

Painted c. 1882.

Provenance

The artist's estate.

Edla Nazou collection.

Private collection, Athens.

Literature

N. Misirli, *Gysis*, Adam editions, Athens 1995, no. 72, p. 126 (illustrated).

Exhibited

Athens, National Gallery - A. Soutzos Museum, *Nikolaos Gysis 1842-1901, The Great Artist*, October 8 - December 10, 2001, no. 38 (illustrated in the exhibition catalogue, fig. 36, p. 60).

"Among the many portraits of children painted by Gysis, those of his own children are some of the best in terms of quality."¹ As noted by former Athens National Gallery Director M. Kalligas, "Gysis produced only a limited number of works portraying people he knew well. The portraits of family members were painted with love and affection, starting with his daughter Penelope, whose likeness he seemingly used on various occasions as a model and in which Marcel Montandon² discerned a noble Greek countenance."³

The young girl's posture and calm detachment, as if she is praying, daydreaming or trying to concentrate, recalls the artist's famous *Learning by heart* painted around the same time, a period of great creativity during which he produced a number of exquisite works.⁴ Here, while conveying some of the best qualities for which the Munich School was internationally famous in the 1880s, this captivating portrait is refreshingly humane and pictorially fresh, standing as a lucid demonstration of Gysis's sensitivity to colour values, honesty of representation and integration of his sitter's likeness into a convincing and homogeneous whole.

According to N. Misirli, who prepared the artist's 1996 monograph, the work has been in the collection of Edla Abercromby, daughter of Lord Abercromby and wife of the artist's close friend Georgios Nazos, the son of Nikolaos Nazos, Gysis's most steadfast supporter and patron.⁵

¹. C. Didaskalou, *Gysis in Tinos, 100 Years from the Death of the Artist*, exhibition catalogue, Tinos 2001, p. 44.

². Marcel Montandon was the author of the first monograph on Gysis, published in Germany in 1902.

³. M. Kalligas, *Nicholas Gysis* [in Greek], National Bank of Greece Cultural Foundation, Athens 1981, p. 63; see also M. Montandon, *Nikolaus Gysis*, Bielefeld and Leipzig 1902.

⁴. See N. Misirli, "The Painter Gysis, his Life, his Work and his Era" [in Greek] in *Nikolaos Gysis 1842-1901, The Great Artist*, National Gallery - A. Soutzos Museum, Athens 2001, p. 50.

⁵. See N. Misirli, *Gysis* [in Greek], Adam, Athens 1996, p. 372; see also Georgios Nazos and the Athens Conservatory, Athens 1938, p. 60.





19

YIANNOULIS HALEPAS (1851-1938)

(a) Woman with chicken

plaster

41 x 17 x 23 cm.

(b) Four drawings

three of them inscribed with the title

pencil and charcoal on paper

27 x 19.5 cm., 27.5 x 20 cm., 27.5 x 20 cm., 27.5 x 20 cm.

(5)

£10,000 - 15,000

€14,000 - 21,000

(a) Executed c. 1924-1927.

Provenance

Andreas Antonopoulos collection, Athens, and thence by descent to the current owner.



20

MICHALIS ECONOMOU (1888-1933)

House in the olive grove
signed 'M.Economou' (lower left)
oil on card laid on hardboard
45.2 x 34.5 cm.

£18,000 - 25,000

€25,000 - 34,000

We are grateful to A. Kouria for her assistance in confirming the authenticity of this lot.

Provenance

Private collection, Athens.

In the hands of Economou, an aged olive tree shaped by time and the elements becomes a real protagonist, transformed into an evocative vision of humble monumentality. Set against one of the artist's signature adobe structures, the massive tree dominates the picture plane, allowing the viewer to closely examine the irregularities that establish its individual character. Its bark is composed of countless quick touches of thick impasto suggesting the trunk's rough texture, while the gnarled curves of its branches create a vivid surface pattern. The picture is further animated by the wonderful if enigmatic reflections in the foreground -another distinctive characteristic of Economou's landscape views- that actively contribute to the compositional structure, endowing the picture with a gentle vibrating pulse.



21 AR

YIANNIS TSAROUCCHIS (1910-1989)

Arum Lillies, Irises and a rose in a terracotta vase
signed in Greek and dated '66' (lower right).

oil on canvas

75.3 x 55 cm.

£30,000 - 50,000

€41,000 - 69,000

Provenance

Private collection, Athens.

**“Whether I paint men or flowers,
I must reveal the divine spirit that lies within them.”**

Yannis Tsarouchis

“Tsarouchis’s still lifes are small masterpieces of remarkable minimalism and rare colour sensitivity. What really amazes us is the frugality of his expressive means compared to the wealth of the final outcome.”¹

Arum Lillies, Irises and a rose in a terracotta vase is a splendid and truly irresistible still life of highly silhouetted leaves, stems and petals painted in a serene and joyous spirit with a remarkable radiance of iridescent and sensitive colours. This display of enthrallment with colour is akin to the pictorial world of folk art and reminiscent of the powerful immediacy and disarming sincerity of Theofilos’s paintings. The whole picture is enchantingly beautiful, speaking to us in a lyrical idiom of quietude, contentment and the joie de vivre.

Discussing a similar work in the A.G. Leventis collection,² art historian E. Arapoglou noted that “Tsarouchis’s compositions are characterized by an element of openness primarily achieved through his flat backgrounds painted in neutral colours. The latter effectively highlight the details of the main theme, in this case the shining part of the clay pot or the fine contours of the irises. Once again, there is an underlying tone of Greek popular iconography in the characteristically stylised arrangement of the leaves and flowers and in the use of the azure and terracotta tones.”³

¹ E. Florou, *Yannis Tsarouchis, His Painting and his Era* [in Greek], Nea Synora - A.A. Livanis editions, Athens 1989, p. 205.

² Compare also *Departure with oval mirror*, 1970, Yannis Tsarouchis Foundation, Athens, and *Corfiot vase with callas*, private collection, 1970.

³ *The A.G. Leventis Collection*, The A.G. Leventis Foundation, Athens 1989, p. 168.







22 ^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Moon over wall / Moon with mist

signed and dated 'Ghika 72' (lower right);

signed, dated and titled (on the reverse)

acrylic on canvas

89.5 x 100 cm.

£100,000 - 150,000

€140,000 - 210,000

Provenance

Iolas-Zoumboulakis Gallery, Athens.

Private collection, Athens

Exhibited

Athens, Iolas - Zoumboulakis Gallery, *N. Ghika*, December 10, 1976 - January 15, 1977, no. 7 (under the title Moon with mist).

Literature

Athens News, 8.1.1976, p. 6 (referred).

Kathimerini newspaper, 12.12.1976 (referred).

30 Days, March 1985, p. 34 (referred).

Haris Livas, *Nikos Hadjikyriakos-Ghikas*, 30 Days, March 1985, reference on page 34.

H. Livas, *Contemporary Greek Artists*, Vantage Press, New York, 1993, p. 6 (referred).

Haris Livas, *The Ghika exhibition*, Athens News, Jan. 8, 1976, reference on page 6.

Iliopoulou-Rogan, D., *The Painter Hadjikyriakos-Ghika seizes the era*, Kathimerini Newspaper, 12 December 1976.

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum edition, Athens 2011, no. 421, p. 305 (illustrated).

“This is an unforgettable painting. The foreground is a blend of browns and mauves, the background unearthly, shimmering. Ghika’s colours are marvelous—they glow and glisten and take on a life of their own. This particular painting has an unworldly effect, perhaps because mists are so uncommon in Greece. I asked Ghika where he had seen this, and he said, only in my mind.”¹

An untamed landscape swathed in a misty atmosphere and entwined in an intricate web of crooked lines and angular forms, *Moon over wall* is an outstanding picture of throbbing energy and relentless rhythm that reveals the potent forces of nature. Everything here seems to be subject to a transcendental pulse and steeped in an air of suspense. As the angular microgeometry of the eerie landscape meanders towards the horizon, the viewer’s gaze glides quickly to the distance and comes to rest on the hazy sky through which the faint image of a pale moon emerges.

In the mid-1970s, the artist was mainly interested in delving into the innermost secrets of nature and exploring the different qualities of light and atmosphere, expressing “the most arcane nuances of the mystery of natural phenomena.”² However, he 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.

¹. H. Livas, *Contemporary Greek Artists*, Vantage Press, New York, 1993, p. 6.

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

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





23

23 * AR

YIANNIS SPYROPOULOS (1912-1990)

Donkeys of Zachlorou
signed in Greek (lower left)
oil on board
69.5 x 90.4 cm.

£6,000 - 8,000
€8,300 - 11,000

Painted in 1952.

Provenance

Private collection, United States.

24 ^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Old Athens II
signed in Greek (lower right)
oil on hardboard
80 x 61.7 cm.

£8,000 - 12,000
€11,000 - 17,000

Painted in 1945.

The work is registered as TKE 57a in the J & Z Spyropoulos Foundation.



25^{AR}

GERASSIMOS STERIS (1898-1987)

Untitled / Figures

signed in Greek (lower left)

oil on canvas

73 x 49 cm.

£15,000 - 20,000

€21,000 - 28,000

Painted 1926-1936.

Provenance

Andreas Antonopoulos collection, Athens, and thence by descent to the current owner.

Exhibited

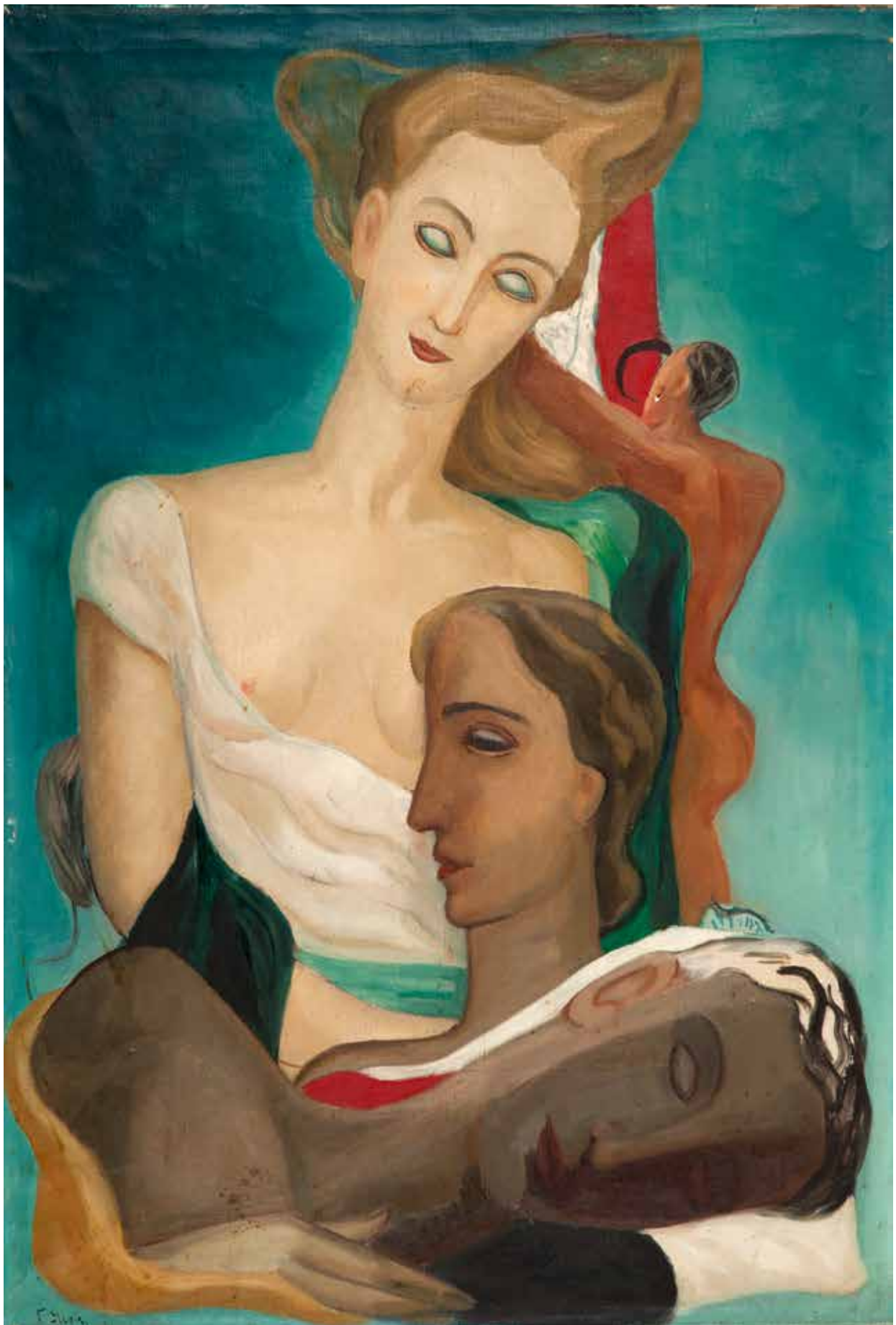
Thessaloniki, Municipal Gallery, *G. Steris*, 8 November – 8 December 1991 (illustrated in the exhibition catalogue, p. 67).

Literature:

XXVI Dimitria, Municipality of Thessaloniki, October-November 1991, p. 114 (illustrated).

Sima magazine, no. 6, January-February 1992, p. 46 (illustrated).

Sima magazine, no. 10, November-December 1992, p. 56 (illustrated).







26^{AR}

YIANNIS TSAROUCCHIS (1910-1989)

Maquette for the tragedy 'Troades' by Euripides
signed in Greek and dated '75' (lower left)

oil on canvas

45 x 73 cm.

£15,000 - 20,000

€21,000 - 28,000

Provenance

Private collection, Athens.

Yannis Tsarouchis designed the sets for Euripides's *The Trojan Women* staged by Jean Villar's renowned Théâtre National Populaire (TNP) in Paris in 1963 and directed by Yannis Cacoyannis. The translation was by Jean Paul Sartre.¹

¹. See *Yannis Tsarouchis 1910-1989*, exhibition catalogue, Benaki Museum, Athens 2009, p. 278; Heracles-Olympos General Cement Company's 1975 Weekly Calendar illustrated by Tsarouchis (January 19-25).

27 ^{AR}

NIKOS ENGONOPOULOS (1910-1985)

House in Piraeus with clothed statue / 'Hotel-Cafeneion'
signed in Greek and dated '49-55' (lower right)
tempera on paper
38.5 x 43.5 cm.

£18,000 - 25,000

€25,000 - 34,000

Provenance

H. Antoniou collection.
Private collection, Athens.

Exhibited

Venice, La Biennale di Venezia, 1954, no. 34 (listed in the exhibition catalogue, p. 295).
Athens, Zoumboulakis Gallery, November 1984, no. 57.

Literature

Gazzettino-Sera newspaper, 29-30.7.1954 (illustrated).
Nikos Engonopoulos, *Sketches and Colours*, Ypsilon Books editions, Athens 1996, p. 171 (illustrated).
Ellinomouseion, Athens, Militos editions 2001, p. 108 (illustrated).
K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no. 360, p. 264 (illustrated).





28^{AR}

DIAMANTIS DIAMANTOPOULOS (1914-1995)

Composition
oil on canvas
112 x 77 cm.

£15,000 - 20,000

€21,000 - 28,000

Painted c. 1931-36.

Provenance

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

Exhibited

Athens, National Gallery - Alexandros Soutzos Museum, *Diamantis Diamantopoulos*, March 1978, (illustrated in the exhibition catalogue, no. 47).

Venice, La Biennale di Venezia, June 11 - October 1, 1972, no. 16 (listed in the exhibition catalogue, p. 120).

Literature

Syllektis magazine, no. 35, February 1978, p. 73 (illustrated).

Biennale Venezia 1982, *Greek participation*, May 1982, no. 7 (listed).



29

MICHALIS ECONOMOU (1888-1933)

House and mill

signed 'M.Economou' (lower right)

oil on canvas

38.3 x 55 cm.

£20,000 - 30,000

€28,000 - 41,000

We are grateful to A.Kouria for her assistance in confirming the authenticity of this lot.

Delightfully reflected on shallow still waters two unassuming seaside adobe structures are transformed into images of subjective truth suspended between real time and memory. The motif of the house reflected on water is a favourite and recurrent theme throughout Economou's oeuvre, echoing distant memories marked by early experiences and visual recollections of the Aegean Sea and his native port town of Piraeus. During his twenty-year stay in Paris (1906-1926), the painter travelled extensively throughout Bretagne, Normandy and the south of France, especially the area around Martigues,¹ depicting weathered houses and old mills captured in a wide range of subtle tonalities and articulated with a sense of sculptural stability and permanence. Many of these paintings were included in the artist's first one-man show in Athens (1926) and, as noted by art historian A. Kouria, "they rank among the finest examples not only of the artist's first period but of his entire oeuvre."²

¹. Martigues, the 'Venice of Provence' as it is often called, is a town close to Marseilles that attracted such towering figures of modern art as Derain, Dufy and Braque.

². A. Kouria, *Michalis Economou* [in Greek], Adam publ., Athens 2001, pp. 27-28.





30 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Dry garden

signed and dated 'Ghika / 57' (lower right)

oil on paper laid on board

41 x 61.5 cm.

£25,000 - 35,000

€34,000 - 48,000

Provenance

The artist's collection.

Alexander Iolas gallery.

Private collection, London.

Literature

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, The Paintings*, Benaki Museum Edition, Athens 2011, no. 266, p. 292 (illustrated with wrong cataloguing).

"I work in terms of labyrinths that suggest anxiety, but from which it is possible to escape to freedom. In many of my Greek landscapes you will find some architectural elements, those of ancient ruins or a village, suggesting a kind of central labyrinth that at first attracts the eye but from which one seeks an escape to the broader horizons of nature."¹

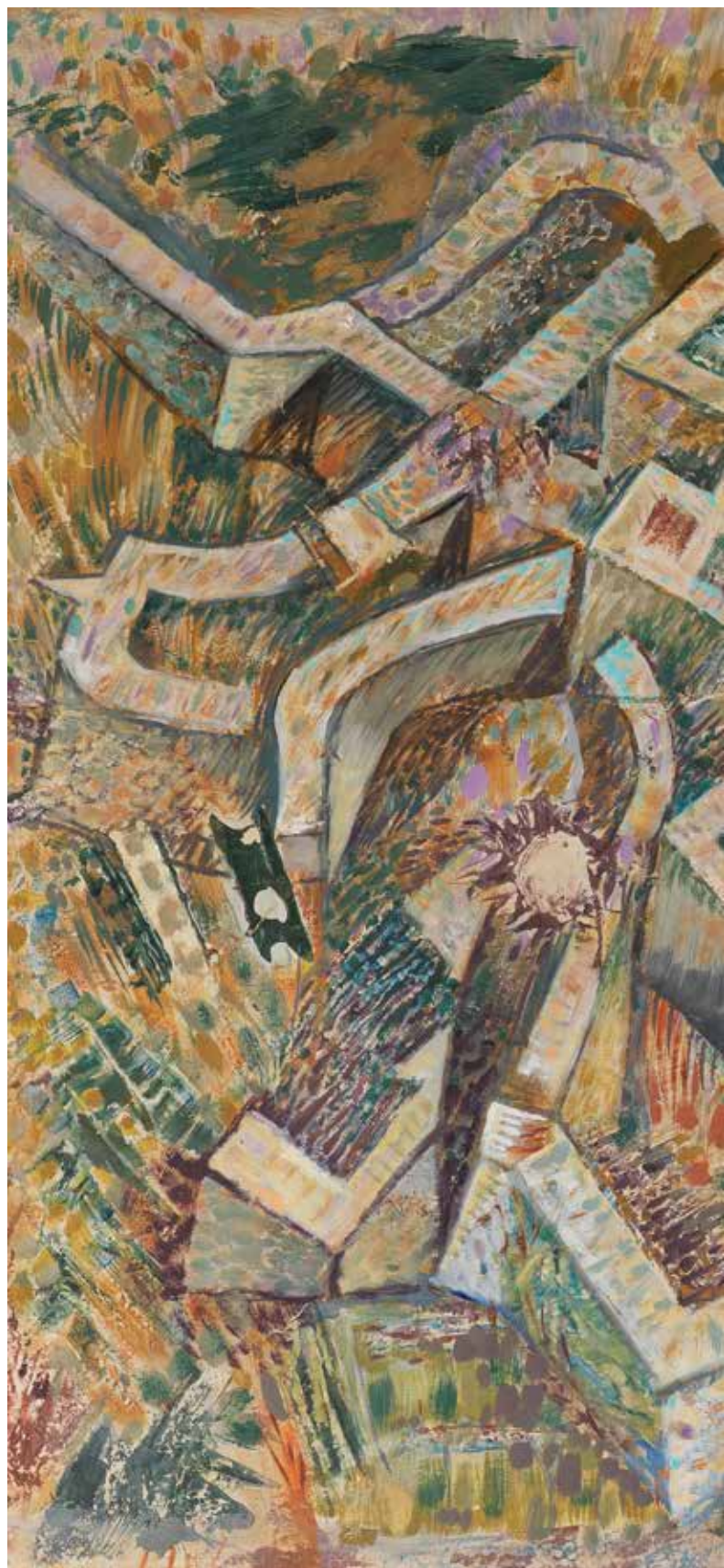
As perceptively noted by art critic M. Raynal, "Ghika enriches nature but he also enforces upon her an economy and sobriety which give his pictures a degree of intensity and concentration. Ghika never flatters his objects; it is truth -truth to nature- that he is after. And as he is Greek, the pictorial language that suits him best is, of course, that of geometry."

² As Ghika himself once said, whether in antiquity, the Byzantine era or folk art, the enduring character of the Greek schema has always been geometric.³

¹ Ghika interview in E. Roditi, *More Dialogues on Art*, Ross-Erikson Inc., Santa Barbara, 1984, p. 87.

² M. Raynal, preface to the catalogue of the *First Exhibition in England of Paintings and Sculpture by Ghika*, The Leicester Galleries, London 1953.

³ N. Hadjikyriakos-Ghika, *On Greek Art* [in Greek], Neon Kratos journal, no. 5, January 1938.









31 AR

YIANNIS TSAROUCCHIS (1910-1989)

The artist's house / Museum in Maroussi with an angel
signed in Greek and dated '72' (lower right)
oil on canvas laid on cardboard
73 x 100 cm

£40,000 - 60,000

€55,000 - 83,000

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.





32^{AR}

MICHALIS MAKROULAKIS (BORN 1940)

'Ercules'. after Antoine Roux

signed and titled in Greek, dated 1966 (lower right)

oil on canvas

102 x 100.5 cm.

£5,000 - 7,000

€6,900 - 9,700



33 AR

VASSILIS GERMENIS (1896-1966)

On the front

signed in Greek (lower right)

oil on canvas

70 x 100 cm.

£5,000 - 7,000

€6,900 - 9,700



34 AR

SPYROS VASSILIOU (1902/3-1984)

Bottles and boats

signed in Greek and dated '58' (at the center)

egg tempera on panel

60 x 101 cm.

£8,000 - 12,000

€11,000 - 17,000

Provenance

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

Literature

Zygos magazine, no. 46-47, September-October 1959, p. 17 (illustrated).

The Charioteer Review, no. 4, 1962, p. 58 (illustrated).

Lights and Shadows, Athens, 1969, p. 158 (illustrated).



35 AR

SPYROS VASSILIOU (1902/3-1984)

Golden City

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

oil and golden leaf on canvas

70 x 100 cm.

£12,000 - 18,000

€17,000 - 25,000

Provenance

Acquired directly from the artist by the present owner.

36^{AR}

GEORGIOS BOUZIANIS (1885-1959)

Sitzende frau

signed 'Buzianis' (upper right); signed again 'J. Buzianis'
(on the reverse)

oil on canvas

58 x 40 cm.

£25,000 - 35,000

€34,000 - 48,000

Provenance

Private collection, Athens.

"Bouzianis is the most serious of Greek painters."

Giorgio de Chirico

Perhaps a modern-day incarnation of eternal Venus or archetypal Eve holding an apple, this starkly represented kore standing rigidly against a monochromatic background generates a tension between bodily volume and pictorial space, becoming both a reflection of the sitter's inner life and the artist's intense response to the subject. Concentrating on purely pictorial issues and tackling one of portraiture's most fundamental problems, namely the disposition of the figure within a rectangular two-dimensional format, Bouzianis left vibrant signs of his struggle to articulate an emotionally tolerable formulation, clear traces of a vigorous painting process that led towards the limits of the figurative. As noted by P. Karavias in 1960, "Bouzianis's paintings convey the artist's emotional state and psychological angst. His palette is limited: rouge anglais, black, ochre, cobalt blue, dark ultramarine, cadmium yellow, laque de garance. Yet, with these sparse means he managed to orchestrate the anguish of our tormented times. And what a magical musical composition he finally came up with!"¹

¹ P. Karavias, *Yorgos Bouzianis* [in Greek], Nea Estia journal, no. 780, January 1, 1960, pp. 13-14.



37 AR

DIAMANTIS DIAMANTOPOULOS (1914-1995)

The strikers
signed in Greek (lower right)
oil on canvas
81 x 122 cm.

£40,000 - 50,000

€55,000 - 69,000

Provenance

The artist's estate.
Private collection, Athens.

Painted 1949-1978.

Exhibited

Athens, Ora Art and Cultural Centre, *Diamantis Diamantopoulos*, 1975.
Athens, National Gallery - Alexandros Soutzos Museum, *Diamantis Diamantopoulos*, March 1978, no. 279 (illustrated in the exhibition catalogue).

Literature

Zygos magazine, no. 12, January-February 1975, p. 19 (illustrated).
Syllektis magazine, no. 35, February 1978 (cover illustration).
Ta Nea newspaper, 4.5.1978.
T. Spiteris, *Art in Greece after 1945*, Odysseas editions, Athens 1983, no. 9 (illustrated).
P. Kounenaki, *Diamantopoulos*, K. Adam editions, Athens 2005, pp. 148-149 (illustrated).
Diamantis Diamantopoulos, Contemporary Greek Artists series, Ta Nea editions, Athens 2007, p. 116 (illustrated).







38 AR

POLYKLEITOS RENGOS (1903-1984)

Seated by the window / Fifa Michelle
signed in Greek and dated '1927' (lower right)
oil on canvas
99 x 63 cm.

£6,000 - 8,000

€8,300 - 11,000

An early Rengos masterpiece hitherto unpublished and akin to his *My brother Dimosthenis* auctioned by Bonhams in 2007 (now in the collection of the National Gallery in Athens), *Fifa* is a psychologically acute portrait distinguished by pronounced stylisation of form and reduced palette dominated by a wonderful web of Indian reds, earthy greens and subdued browns that seem to perfectly match the sitter's relaxed posture and detached expression. However, behind the tranquil surface, there are other forces at work. The swirling shapes and contorted forms that echo the expressionist portraits of Kokoschka and

Schiele betray the artist's restless energy and intention to explore the emotional undercurrents of his sitter. *Fifa Michelle* was the sister of his sister-in law Mary, the wife of his brother Petros, and niece of Louisa Sankioni who was married to the Italian architect Vitaliano Poselli (1838-1918). In 1886 the Ottoman government sent Poselli to Thessaloniki where he designed some of the city's most important public buildings, including the Allatini Mills and the Yeni Djami, which housed Rengos's major retrospective commemorating the centennial anniversary of his birth in 2003.

39 AR

COSTAS COULENTIANOS (1918-1995)

Femme assise

signed 'KK' and numbered 2/8 (on the back)

bronze

44 x 36 x 18 cm.

£5,000 - 7,000

€6,900 - 9,700

Conceived in 1952.

Exhibited

Athens, the Benaki Museum, *Courentianos, The Last of the Modern Acrobats*, September 2012 - January 2013 (illustrated in the exhibition catalogue, p. 58)



40 ^{AR}

YIANNIS MORALIS (1916-2009)

Zephyros

signed and inscribed in Greek, dated '2005' (lower left)

acrylic on linen

160 x 60 cm.

£60,000 - 80,000

€83,000 - 110,000

Provenance

Private collection, Athens.

Exhibited

Athens, Zoumboulakis Galleries, *Moralis*, November 2006, no. 7

(illustrated in the exhibition catalogue, p. 23).

Andros, Y. *Moralis, Traces*, Museum of Contemporary Art – Basil and Elise Goulandris Foundation, 2008 (illustrated in the exhibition catalogue, p. 121).

Literature

Estia newspaper, 27.1.2006 (illustrated).

Gynaika magazine, December 2006, p. 86 (illustrated).

Kathimerini newspaper, 8.11.2006 (mentioned).

Kathimerini newspaper, 2.12.2006 (illustrated).

Nea Estia journal, no. 1796, January 2007, pp. 171-172 (referred).

From the 1970s to the first decade of the 21st century, as clearly demonstrated in his Zoumboulakis Galleries one-man show in November 2006, Moralis had consistently adhered to the principles of geometric abstraction, exploring its mystical pathways and taking his place among its leading exponents.¹ As noted by P. Zoumboulaki, “the ten pieces exhibited in 2006 were created during the last five years on the island of Aegina, the place where Moralis works and spends most of his time. Even though the artist never speaks about his art, this collection reveals a high degree of sensitivity, evoking personal experiences, feelings and memories.”²

The winged figure, frequently portrayed with just one wing, is a recurrent theme in Moralis's art (compare *Composition*, Bonhams Greek Sale, 15.5.2007, lot 122). Here, Zephyr, the personification of the westerly, the sweetest and mildest of winds, who according to ancient Greek mythology rescued the all-beautiful Psyche from the fearful serpent, revives an archetypal universe of serene rhythms dictated by the classical sense for human scale, echoing the timeless values of Greek art. Zephyr was also known as the messenger of spring and the bringer of light rains and early breezes that signaled the awakening of nature after the lassitude of winter. As Nobel laureate O. Elytis once said, Moralis has managed to transform the language of the natural world into a purely optical phenomenon. Memories and encounters are repeatedly distilled until they blend into forms of great simplicity and precision.³

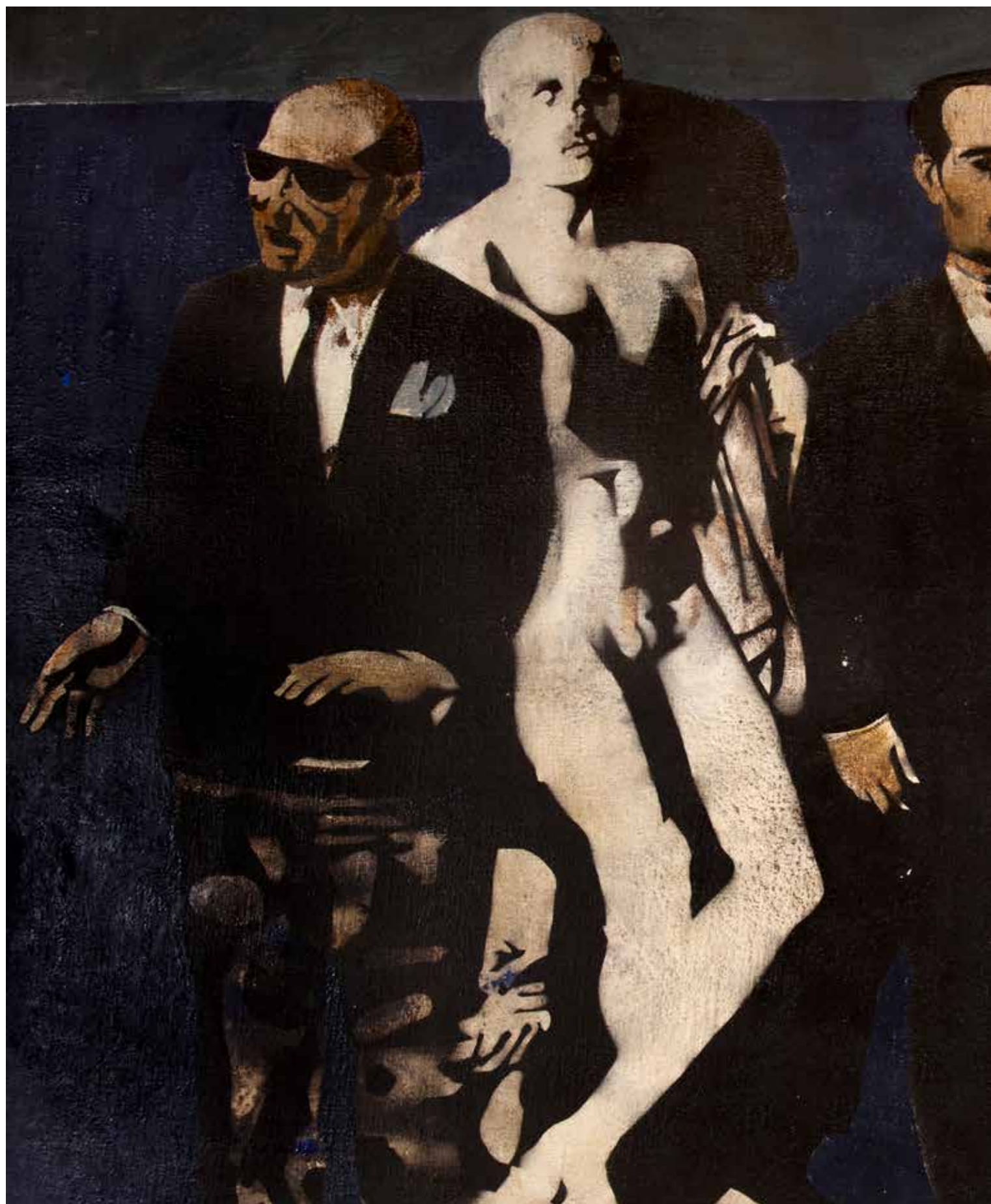
¹. K. Koutsomallis, “The Painting of Yannis Moralis, a Tentative Approach” in Y. Moralis, *Traces*, Museum of Contemporary Art - Basil and Elise Goulandris Foundation, Andros 2008, p. 30.

². Preface to the *Moralis* exhibition catalogue, Zoumboulakis Galleries, Athens 2006.

³. O. Elytis, preface in the *Moralis* exhibition catalogue, Iolas-Zoumboulakis Galerie, Athens 1972.



Alexander Calder, 1964





41 ^{AR}

DIMITRIS MYTARAS (BORN 1934)

Funéraire de Ritsona

signed in Greek and dated '69' (lower left)

oil on canvas

226 x 170.5 cm.

£25,000 - 35,000

€34,000 - 48,000

Provenance

Paris Takopoulos, Athens.

Private collection, Athens.

Exhibited

Athens, Zoumboulaki - P. Facchetti Gallery, *Mytaras 1970* (illustrated in the exhibition catalogue).

Venice, La Biennale di Venezia, June 11 - October 1, 1972, no. 16 (illustrated in the exhibition catalogue, fig. 100).

Thessaloniki, Vellideio Cultural Centre, *Mytaras*, 1989 (possibly, based on label on the reverse).

Literature

XXXVI Biennale Venezia 1972 Hellas (Greek participation catalogue), Athens 1972, no. 23 (illustrated).

Zygos magazine, no.10-11, September-October 1974, no. 9, p. 39 (illustrated).

Dimitris Mytaras 1966-1974, Selection, no. 9, p. 7 (illustrated).

Sima magazine, no. 7, 1980, no. 53, p. 32 (illustrated).

Dimitris Mytaras Peinture 1948-1983, Kedros editions, 1984, no. 84, p. 85 (illustrated).

A Sunday with Dimitris Mytaras, Ammos editions, 1996, p. 34 (illustrated).



The artist in front of his painting





42 ^{AR}

GEORGE VAKIRTZIS (1923-1988)

Halkis

signed in Greek and dated '74' (lower centre)

oil on canvas

121 x 70 cm.

£5,000 - 7,000

€6,900 - 9,700

Literature

Yorgos Vakirtzis, an Ionian Bank publication, Athens 1989, no. 133, p. 177 (illustrated).



43 AR

DEMOS SKOULAKIS (1939-2014)

Days of 1967

signed, dated and titled 'D. Skoulakis 70' (upper right)

oil on canvas

100 x 80 cm.

£7,000 - 10,000

€9,700 - 14,000

Exhibited

Athens, Frissiras Museum, *Demosthenis Skoulakis*, September 27 - December 31, 2006, (illustrated in the exhibition catalogue, p. 79).

Athens, Peri Technon Gallery, *Skoulakis, Small Retrospective - in Memoriam*, January 15 - February 7, 2015 (illustrated in the exhibition catalogue, p. 7).

44 ★ AR

YANNIS GAÏTIS (1923-1984)

Day to Day Life in los

signed 'Gaitis' (lower right) and inscribed with labels (on the reverse)

oil on canvas

116.2 x 88.9 cm.

£25,000 - 35,000

€34,000 - 48,000

Painted in 1965.

Provenance

Galleria Schneider, Rome.

Acquired by the current owner at the 1967 Pittsburgh International Exhibition.

Exhibited

Pittsburgh, Carnegie Institute, *International Exhibition of Contemporary Painting and Sculpture*, October 27, 1967 - January 7, 1968 (listed in the exhibition catalogue, no. 124).









46

45^{AR}

NIKOS KESSANLIS (1930-2004)

Poplar trees

signed 'NIKOS' (lower centre)

oil, collage and mixed media on canvas

145 x 115 cm.

£15,000 - 20,000

€21,000 - 28,000

Provenance

Acquired directly from the artist by the present owner.

46^{AR}

THANOS TSINGOS (1914-1965)

Flowers in the field

oil on canvas

89 x 130 cm.

£10,000 - 15,000

€14,000 - 21,000

Exhibited

Paris, Centre Georges Pompidou, Musée national d' Art Moderne, *Tsingos*, 24 September- 17 November 1980 (illustrated in the exhibition catalogue, fig. 32)

Literature

E. Mavrommatis, *Introductory Chapters on Contemporary Greek Art*, Municipal Gallery of Rhodes editions, Rhodes 1985, p. 24 (illustrated).

47^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Wall across dark rocks

signed and dated 'GHIKA 57' (lower right)

oil on board

56 x 56 cm.

£20,000 - 30,000

€28,000 - 41,000

Painted in 1957.

Provenance

Alexander Iolas Collection, New York.

Tassos Zoumboulakis Gallery.

Private collection, Athens.

Exhibited

Paris, Galerie des Cahiers D'Art, *Ghika*, February 25 - March 18, 1958.

New York, Alexander Iolas Gallery, *Ghika*, April 15 - May 3, 1958.

Athens, National Gallery - A. Soutzos Museum, *Ghika*, May 1973

(possibly listed in the exhibition catalogue, no. 71).

Literature

Ghika, Paintings, Drawings, Sculpture, Boston Book and Art Shop, Boston 1964, pl. 96 (illustrated).

Ghika. Peintures, dessins, sculptures, Cahiers d' Art, Paris 1965, fig. 11.

H. Livas, *Contemporary Greek Artists*, Vantage Press, New York, 1993, p. 10 (referred).

N. Hadjikyriakos Ghika, *The Apollonian, the Dionysian 1906-1994*, exhibition catalogue, Athens 2006, no. 71, p. 51 (illustrated).

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum edition, Athens 2011, no. 258, p. 291 (illustrated).

Featuring prominently across the picture plane, the crooked stone walls that inform so much of the Greek insular landscape and rank among the painter's signature subjects, emerge like ancient ruins from a rocky landscape captured in bold colours and vigorous brushstrokes. In an attempt to delve into the artist's temperament, writer C. Zervos noted: "Deliberately confined in his solitude, Ghika felt the need to harmonise the dispositions of his inner life with the fictitious images to which he sought to give convincing existence. The barriers he raised to shut himself in explain why walls became one of the recurring features of his iconographic repertory."¹

Art critic H. Livas, however, takes another view on the matter: "True, walls have been a significant feature in Ghika's works, the 1957 Walls across rocks being an example, but I suspect this is less for psychological reasons and more a reflection of Greece's reality. One cannot look at a field or slope without seeing stone walls. They are erected by the farmers, stones put in place by hand, to mark off their property. Walls also surround houses and estates to keep out the dust from unpaved streets and to provide privacy and protection."²

¹ C. Zervos, "Ghika and his Art" in *Ghika, Paintings, Drawings, Sculpture*, Boston Book and Art Shop, Boston 1965, p. 5. See also N. Kyriazi, *Ghika Landscapes and Interiors*, exh. cat., Municipal Gallery of Athens, Athens 2006, p.17.

² H. Livas, *Contemporary Greek Artists*, Vantage Press, New York, 1993, p. 10.





48^{AR}

NIKOS KESSANLIS (1930-2004)

Ragazza al sole

signed and dated 'NIKOS 57' (lower left); signed, dated and titled
'NIKOS 57 / Ragazza al sole No 5' (on the reverse)

oil on canvas

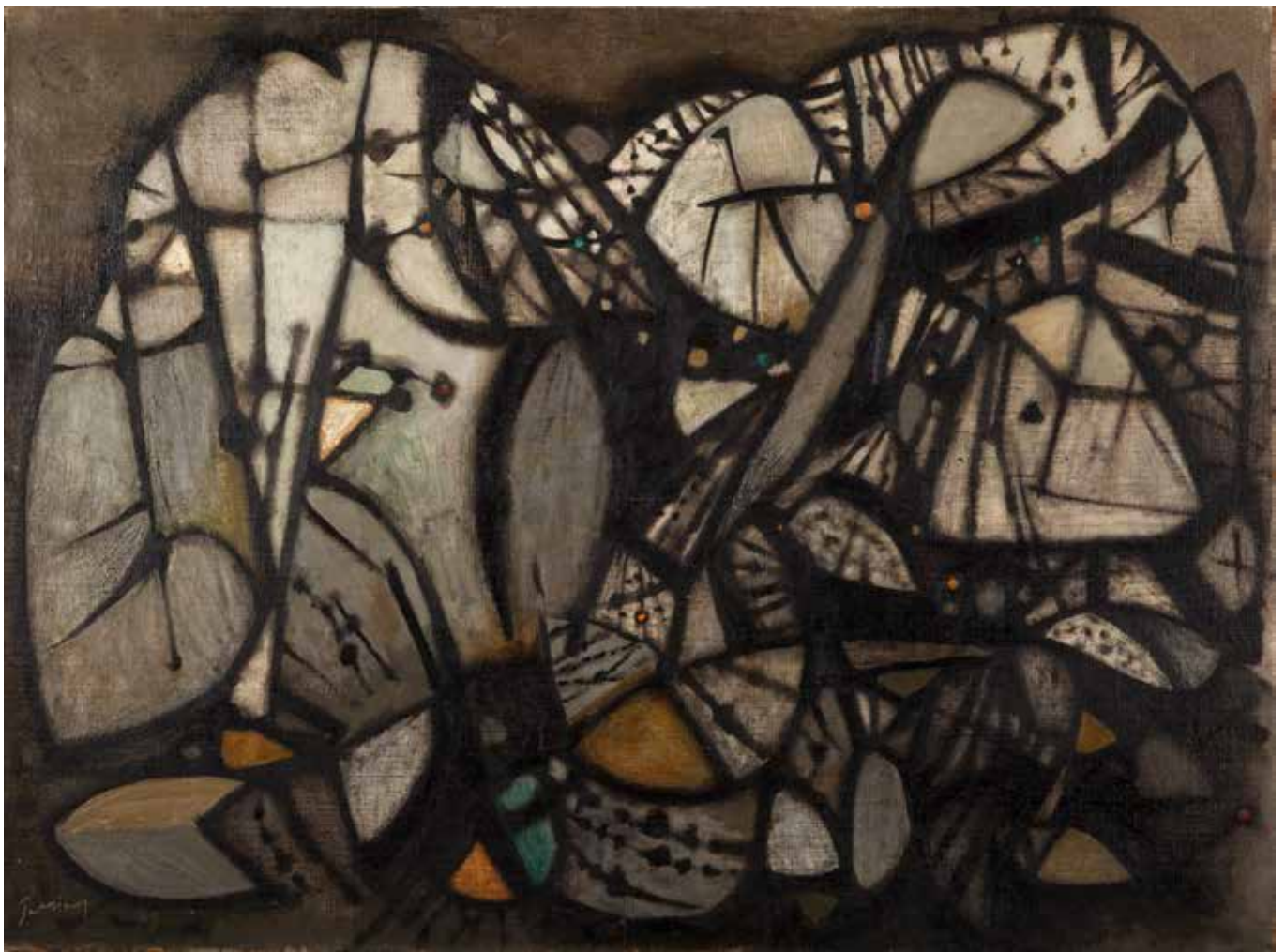
72 x 98 cm.

£7,000 - 10,000

€9,700 - 14,000

Provenance

Purchased from Trito Mati Gallery, Athens, in 1984.



49^{AR}

MARIOS PRASSINOS (1916-1985)

Alpilles sombres

signed 'Prassinos' (lower left); inscribed 'ALPILLES SOMBRES / Paris
- Février - Mars / 1953 / A JEAN LESCURE' (on the reverse)

oil on canvas

97 x 130 cm.

£8,000 - 12,000

€11,000 - 17,000

Literature

Mario Prassinos, *Actes Sud editions*, Paris 2005, p. 104 (illustrated).

50 ^{AR}

DIAMANTIS DIAMANTOPOULOS (1914-1995)

Building with figures and animal

oil on canvas

112 x 81 cm.

£15,000 - 20,000

€21,000 - 28,000

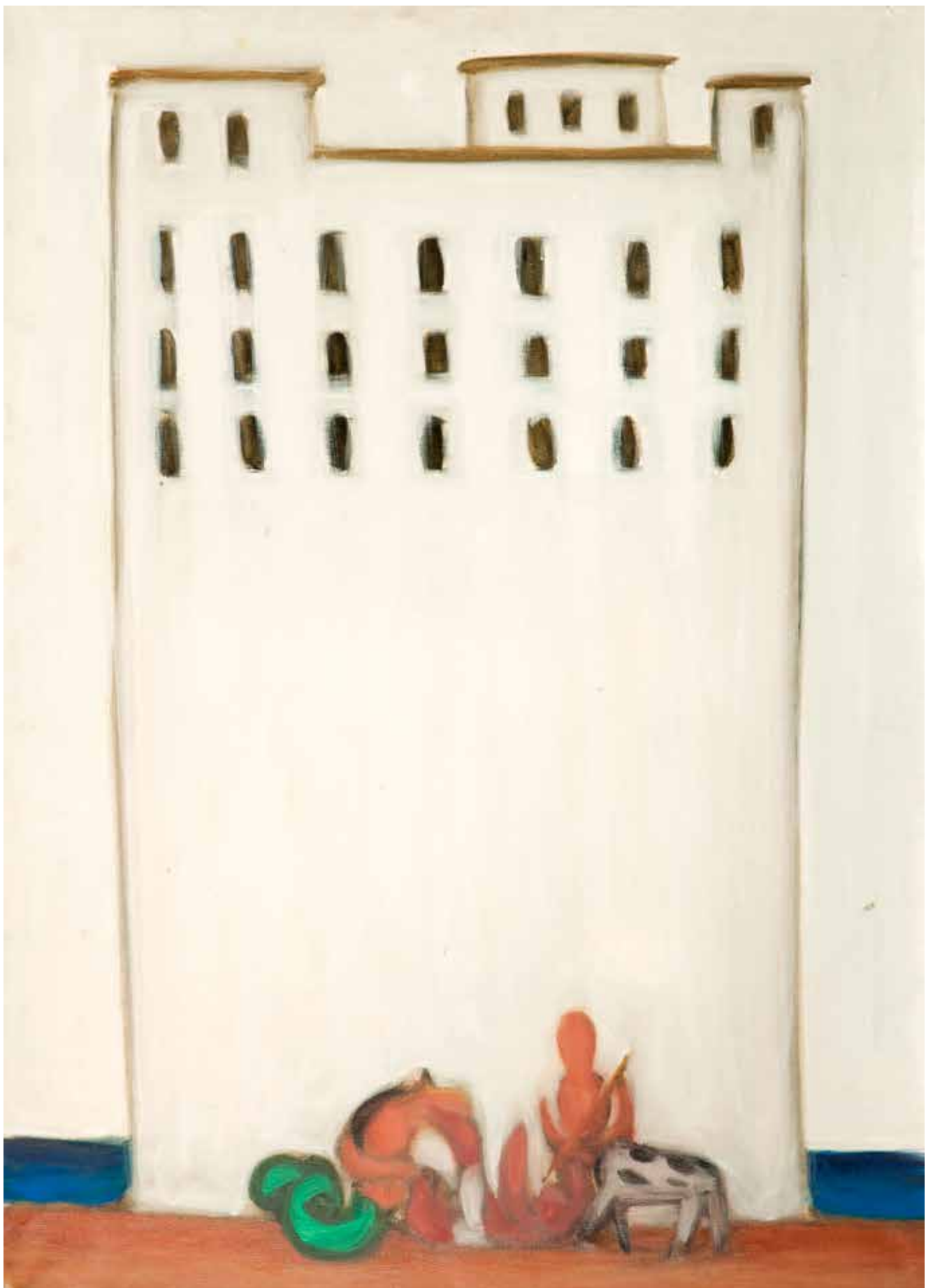
Painted 1949-1978.

Provenance

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

Exhibited

Athens, National Gallery - Alexandros Soutzos Museum, *Diamantis Diamantopoulos*, March 1978, (illustrated in the exhibition catalogue, no. 266).





detail



51 ^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Chaussettes, 1971

signed and dated 'Pavlos 1971' (lower right)

paper construction on panel, metallic frame

123.5 x 203.5 x 8 cm.

£40,000 - 50,000

€55,000 - 69,000

Provenance

Redmann Gallery, Berlin.

Private collection, Athens.

Exhibited

Berlin, Redmann Galerie & Kunsthandel, *Pavlos*, December 3, 1986 - January 17, 1987 (illustrated in the exhibition catalogue, p. 14).

Thessaloniki, Macedonian Museum of Modern Art-Helexpo, *Pavlos Retrospective*, curated by K. Koskina, 29 May - 17 August 1997.

Athens, Athens School of Fine Arts, Pavlos Retrospective, 22 October - 12 December 1997.

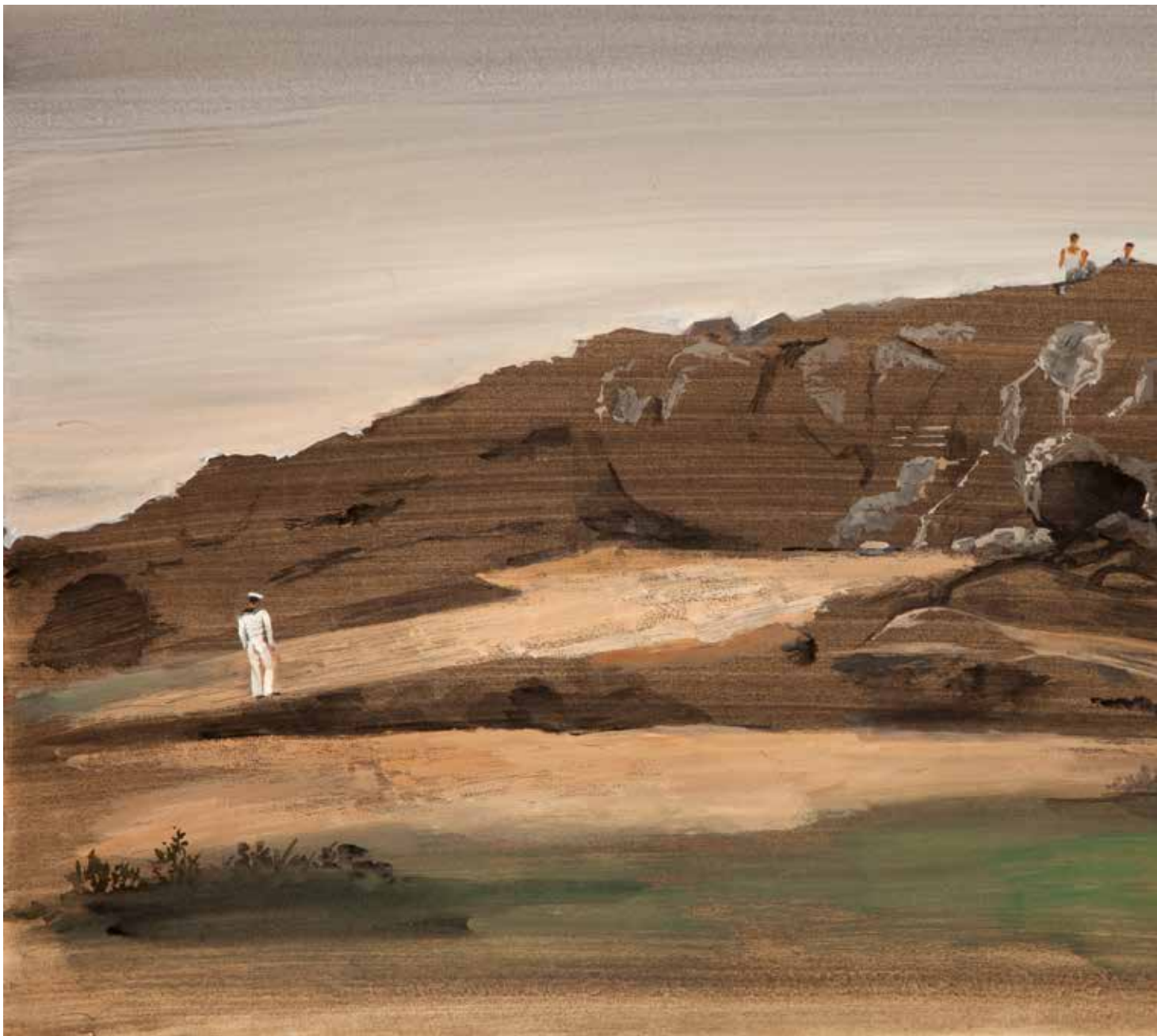
Thessaloniki, Macedonian Museum of Modern Art-Helexpo, *Pavlos Dionyssopoulos*, May 29 - August 17, 1997 / Athens, Athens School of Fine Arts - 'The Factory', *Pavlos Dionyssopoulos*, October 22 - December 12, 1997 (illustrated in the exhibition catalogue, p. 104).

Literature

Pavlos, Linda et Guy Pieters Editions, Belgium 2008, p. 213 (illustrated).

Pavlos Retrospective, The J.F. Costopoulos Foundation, Adam Editions, Athens 1999, p. 104 (illustrated).





52

52 AR

YIANNIS TSAROUCIS (1910-1989)

Areopagus with one sailor and two men
signed in Greek and dated '22-4-61' (lower right)
watercolour on paper
36 x 54 cm.

£10,000 - 15,000

€14,000 - 21,000

Provenance

Property of a Private European Family Collection.

Literature

E. Florou, *Tsarouchis - Painting*, (doctoral dissertation) vol. 1, Athens 1989, no. 459, p. 126 (referred), p. 239 (listed).

E. Florou, *Yannis Tsarouchis, His Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, no. 139 (545), p. 272 (listed), p. 153 (illustrated).

Yannis Tsarouchis (1910-1989) Painting, Yannis Tsarouchis Foundation, Athens 1990, no. 322 (illustrated).

Y. Tsarouchis, *Comments on the Works Included in Yannis Tsarouchis (1910-1989) Painting*, p. ix (referred).



53

53^{AR}

YIANNIS TSAROUCHIS (1910-1989)

Sailor's hand and belt
signed in Greek and dated '1962' (lower right)
watercolour and pencil on paper
30 x 37 cm.

£6,000 - 8,000

€8,300 - 11,000

Provenance

Property of a Private European Family Collection.

Literature

E. Florou, *Tsarouchis - Painting*, (doctoral dissertation) vol. 1, Athens 1989, no. 494, p. 241 (listed).

E. Florou, *Yannis Tsarouchis, His Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, no. 582, p. 273 (listed).

Yannis Tsarouchis (1910-1989) Painting, Yannis Tsarouchis Foundation, Athens 1990, no. 287 (illustrated).

54 ^{AR}

NIKOS ENGONOPOULOS (1910-1985)

House in Zagora, Pilion (Rigas Ferreos school)

signed in Greek and dated '52' (lower right)

egg tempera on card paper

38.5 x 35 cm.

£18,000 - 25,000

€25,000 - 34,000

Provenance

The artist's collection, Athens.

Acquired from the family of the artist by the present owner.

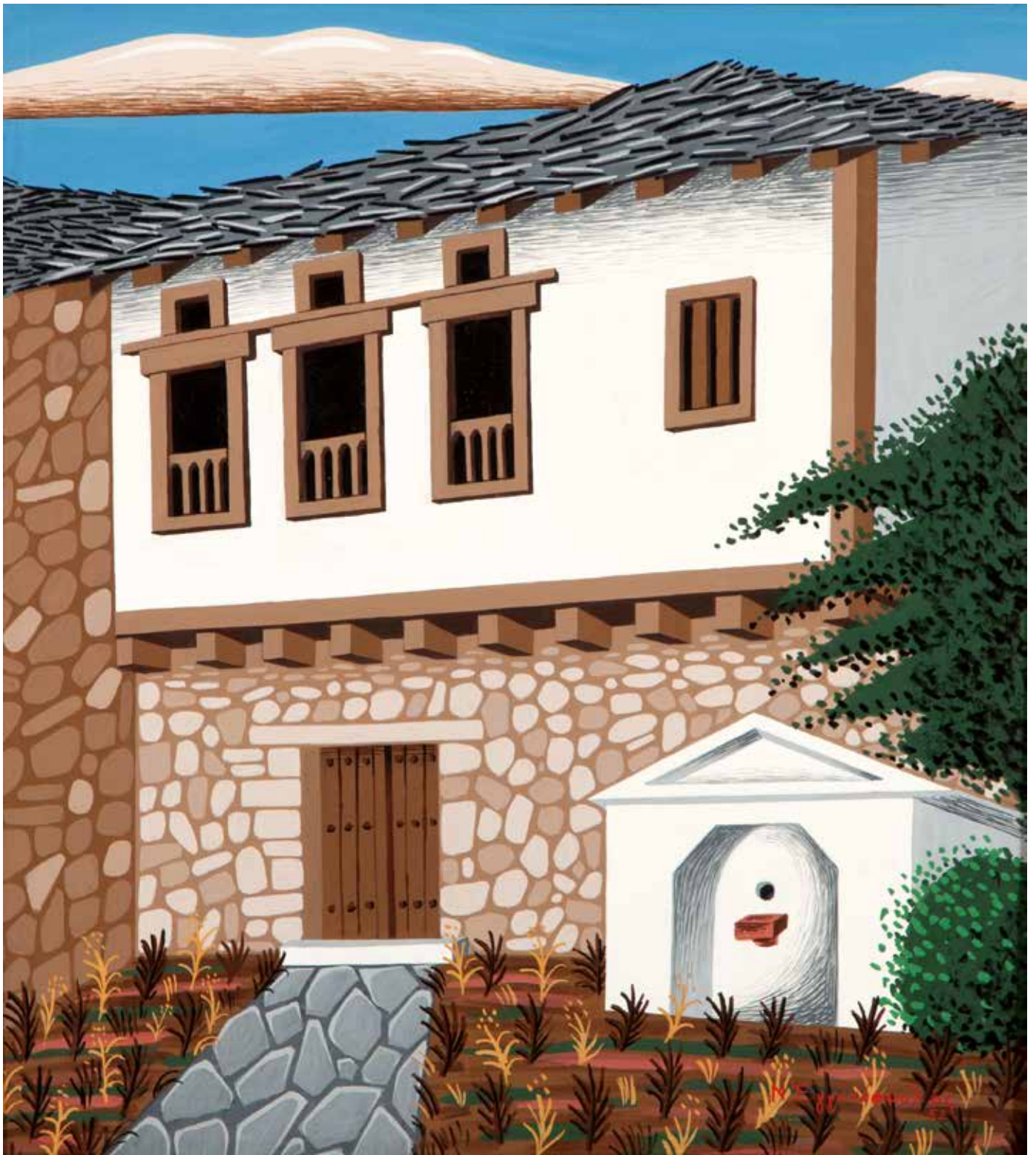
Literature

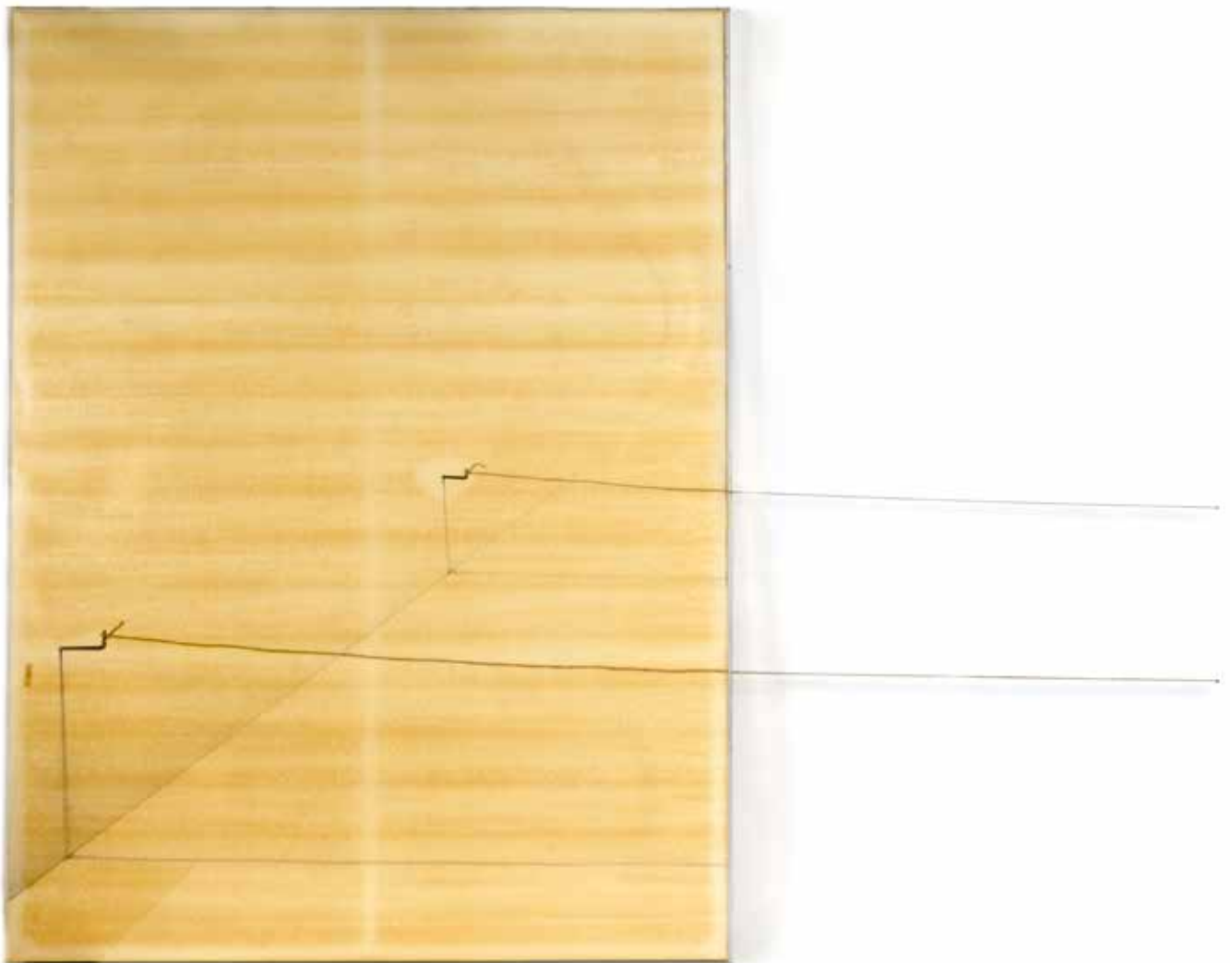
Nikos Engonopoulos, *Hellenic Houses*, National Technical University of Athens editions, Athens 1972/1996/2001, p. 33 (illustrated).

D. Vlachodimos, *Reading the Past in Engonopoulos*, Indiktos editions, Athens 2006, pp. 155, 211, 270 (referred), no. 27 (illustrated).

The Poet Nikos Engonopoulos, Diary 2007, Ypsilon Books editions, Athens 2006, pp. 172-173 (details illustrated).

K. Perpinoti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonné, Benaki Museum, Athens 2007, no. 465, pp. 281, 443 (illustrated).





55 ^{AR}

COSTAS TSOCLIS (BORN 1930)

Untitled

signed and dated 'C. Tsoclis 74' (lower left)

mixed media on paper laid on panel, metal and string, plexiglass

202 x 151 x 5 cm.

£5,000 - 7,000

€6,900 - 9,700

Provenance

Bonhams, Greek Sale of 19 May 2009, lot 82.

Acquired from the above sale by the present owner.



56^{AR}

OPY ZOUNI (1941-2008)

Fence-Impasse, 1974

signed and dated 'ZOUNI 74' (on the left side)

acrylic on wooden construction

96 x 144 x 4 cm.

£7,000 - 10,000

€9,700 - 14,000

Provenance

Bonhams, Greek Sale of 20 May 2008, lot 144.

Acquired from the above sale by the present owner.

Literature

Rotonda magazine, no. 5, Autumn 1978, p. 30 (illustrated).

Opy Zouni, Adam editions, Athens 1997, no. 37, p. 34 (illustrated).

Opy Zouni, Course of the Idea, Course of the Form, Paratiritis editions, Thessaloniki 2003, p. 50 (referred).

57 ^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Leaves

signed and dated 'GHIKA / 66' (lower right)

oil on canvas laid on board

55 x 45 cm.

£20,000 - 30,000

€28,000 - 41,000

Provenance

Alexander Iolas collection.

Manolis Karadinis (architect) collection.

Nikolaos Sakellaris collection.

Private collection, London.

"What remains as my strongest impression about Ghika's work is its constant inspiration from nature – the wonder, the strength, the beauty, the power, the patterns. I asked him if nature was always inspiring to him and he answered, Always. No matter what happens in life, nature is always an inspiration." ¹

This captivating painting of Dionysian contemplation aptly illustrates Ghika's innovative approach and mystical connection to nature: "The artist discovers pulsating rhythms derived from his intimate relationship with nature. He discovers them in the leaves and insects, in the light and the shadows cast by wind swayed trees, in the flight of birds and the nuances of colour. In other words, I want the viewer to feel the knife used to carve out nature. I want him or her to even feel the music, the sounds emanating from the orchestration of different forms, different shapes, different lines and not only the orchestration but, if possible, even the inherent scent they exude, which is the most elusive sense of all." ²

¹. H. Livas, *Contemporary Greek Artists*, Vantage Press, New York, 1993, p. 11.

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





58

58 AR

DIMITRIS MYTARAS (BORN 1934)

Torso

signed in Greek (lower left)

acrylic on panel

100 x 70 cm.

£6,000 - 8,000

€8,300 - 11,000

59 AR W

YIANNIS MORALIS (1916-2009)

Erotic

signed and numbered 1/7 (on the base)

iron

140 x 110 x 110 cm.

£20,000 - 30,000

€28,000 - 41,000

Executed in 2004.

This work is accompanied by a certificate of authenticity.

Provenance

Private collection, Athens.

Exhibited

Athens, Zoumboulakis Galleries, Y. Moralis, 2004.

Literature

Eleftherotypia newspaper, 9 April 2009, p. 29.



Moralis's love-related subjects recall the archetypal couple, Adam and Eve. His imposing sculptural ensembles -with their clear-cut outlines, intense, finely carved curves, well-calculated gaps and masterful compositional balance- become nostalgic symbols of harmony and serenity.¹ As noted by architect T. Zoumboulakis, Moralis's sculptural work in the first decade of the new century originated in the summer of 2003, during one of the discussions the two men held in the artist's Aegina workshop on the various architectural and sculptural elements inherent in Moralis's painting. "Our conversation led to identifying these elements and transferring them on metal; from colour to strict monochrome; from the flat surface of the canvas to three-dimensional works, large free-standing pieces of sculpture made according to the artist's instructions."²

¹ M. Lambraki-Plaka, "The Monumental Sculptures of Yannis Moralis" in Moralis, *Extensions* exhibition catalogue, Zoumboulakis Galleries, Athens 2004.

² Preface to the Moralis, *Extensions* exhibition catalogue, Zoumboulakis Galleries, Athens 2004.



60 AR

ARGYRIS STYLIANIDIS (1909-1998)

Interior

signed with initials and dated '61' (lower right)

acrylic on canvas

75 x 85 cm.

£6,000 - 8,000

€8,300 - 11,000



61 AR

PARIS PREKAS (1926-1999)

Tankers

signed in Greek (upper left)

oil on canvas

97.5 x 97.5 cm.

£10,000 - 15,000

€14,000 - 21,000



detail



62 * AR

YIANNIS SPYROPOULOS (1912-1990)

Un mythe

signed in Greek (lower right);

signed, titled, inscribed and dated (on the reverse)

oil and mixed media on canvas

130 x 185 cm.

£25,000 - 35,000

€34,000 - 48,000

Painted in 1962.

Provenance

A C Cowan collection, Canada.

Private collection, Canada.

Literature

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 703, p. 290.

A brilliant painting of exploding archetypal forms and clashing cosmogonic opposites, *Un Mythe* is a fine example of Spyropoulos's luminous nocturnal symphonies, where light and form break through the darkness and emerge from within it. This bold artistic statement, based on the exciting tension of low-keyed tonalities and flashes of startling colour can be read as a metaphor for the Greek landscape - this austere and incandescent countryside of bleached earth and craggy rocks, which flowers briefly during a spring burst and shimmers in the golden play of light. Based on a complex universe of symbolic associations echoing age-old epics and ancient myths, Spyropoulos managed to perpetuate a sense of unity with the past, imaginatively fusing European modernism and Greek tradition in a highly original voice that bears a marked resemblance to the mythical cosmos of Seferis's poetry.







64

63 AR

YANNIS GAÏTIS (1923-1984)

Erotic

signed 'Gaitis' (lower right)

oil on canvas

130 x 97.5 cm.

£15,000 - 20,000

€21,000 - 28,000

We are grateful to Mrs Loretta Gaitis for confirming the authenticity of this lot.

Provenance:

Acquired directly from the artist by the present owner.

64 AR

NIKOS KESSANLIS (1930-2004)

Abstract

signed and dated 'NIKOS 60' (lower center)

mixed media on paper laid on canvas

147.5 x 162.5 cm.

£15,000 - 20,000

€21,000 - 28,000

Painted in 1959-60.

Provenance

Acquired from the artist by the previous owner.

Sotheby's Greek Sale of 10 May 2007, lot 126.

Acquired from the above sale by the present owner.

Literature

Nikos Kessanlis, Adam Editions, Athens 1998, p. 92 (illustrated).

65 ^{AR}

ALEXIS AKRITHAKIS (1939-1994)

Keeping the balance

signed in Greek and dated '67' (lower left)

tempera on paper

74 x 72 cm.

£18,000 - 22,000

€25,000 - 30,000

Literature

D. Zacharopoulos, *Alexis Akritakis*, K. Adam editions, Athens 2005, p. 9 (illustrated).

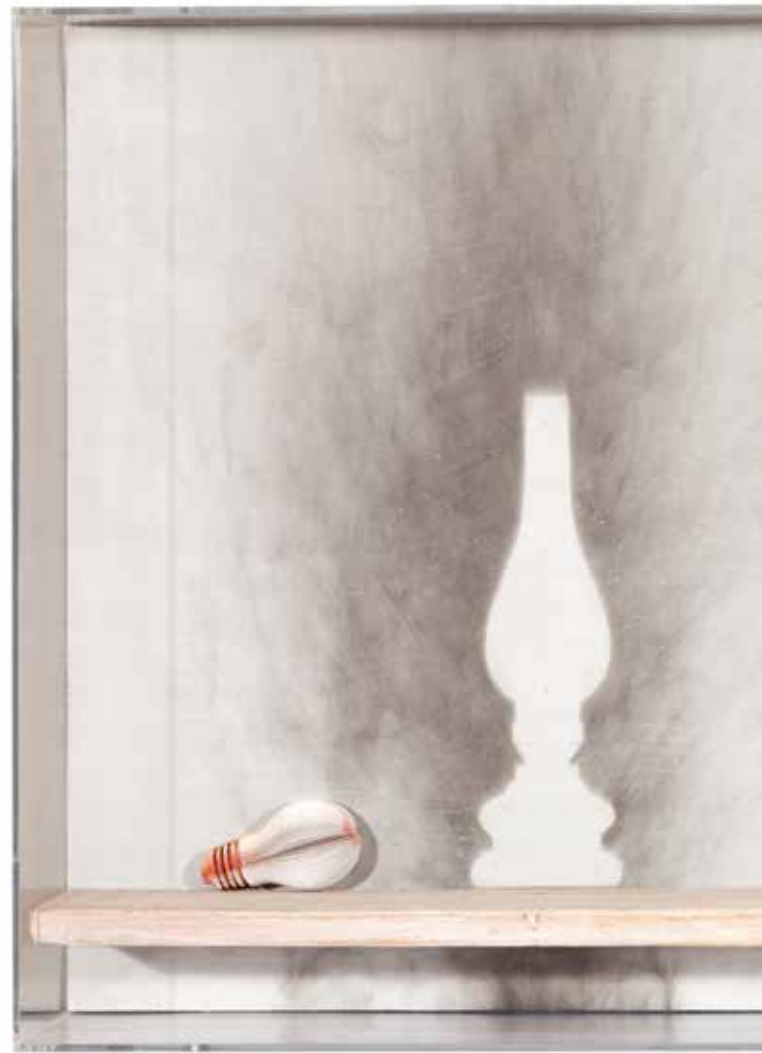
The Pioneers, the Beltsios Collection, Futura editions, Athens, no. 143, p. 155 (illustrated).

Alexis Akritakis, Contemporary Greek Artists series, Ta Nea editions, Athens 2007, p. 8 (illustrated).





67



66

66^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Trois lampes

signed and dated 'Pavlos 2002' (lower right)/ signed, titled and dated 'LAMPES/Pavlos/2002' (on the reverse)

paper construction, mixed media on card laid on board framed in plexiglass

71 x 151 x 15 cm.

£25,000 - 35,000

€34,000 - 48,000

Exhibited

Cannes, La Malmaison, L' Espace Miramar, *Pavlos, Papiers en fête 1962-2003*, text by Frederic Ballester, July-October 2004.

Literature

F. Ballester, *Pavlos: Papiers en Fête, 1962-2003*, Ville de Cannes / Images en Manoeuvres editions, 2003, p. 52 (illustrated).

67^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Golden Bolduc

signed and dated 'Pavlos / 1981 / PAVLOS' (on the reverse)

ribbons on panel in plexiglass box

118 x 138.5 x 11 cm.

£12,000 - 15,000

€17,000 - 21,000



68^{AR}

ALEXIS AKRITHAKIS (1939-1994)

Suitcase

signed, inscribed and dated '1975 / Akrithakis / 92 x 107 x 8 cm.' (on the reverse)

painted wooden construction

92 x 107 x 8 cm.

£30,000 - 40,000

€41,000 - 55,000

Provenance

Given as a present from A. Iolas to his doctor.

Literature

Akrithakis, *Macedonian Museum of Contemporary Art - Thessaloniki Cultural Capital of Europe*, Itanos editions - Ioannis F. Kostopoulos Foundation, Thessaloniki, 1997, p. 132 (illustrated).



(Reverse)





69 AR

LUCAS SAMARAS (BORN 1936)

Medium Still Life no.3, 29.8.1982

pastel on paper

33 x 51 cm.

£12,000 - 18,000

€17,000 - 25,000

Painted in 29 August 1982.

Provenance

Pace Gallery, New York (no 11150).

Haris Antoniou collection, Athens.

Private collection, Athens.

Exhibited

Athens, Bernier Gallery, *Lucas Samaras*, December 1983 - January 1984.

Literature

Eikastika magazine, no. 24, December 1983, p. 13 (illustrated).

Bernier Gallery 1977-1998, Jean Bernier - Marina Iliadi Gallery / Agra editions, Athens 1988 (illustrated).

70^{AR}

**THEODOROS STAMOS (GREEK/AMERICAN,
1922-1997)**

Infinity field, E Series 127

signed, inscribed and dated 'INFINITY FIELD, E
SERIES 127 ΣtAMOS 1991' (on the overlap)

acrylic on canvas

168 x 81 cm.

£15,000 - 20,000

€21,000 - 28,000

Provenance

ACA Galleries, New York.

Beacon Hill Fine Art, New York.

Private collection, Athens.

Exhibited

*The Emfietzoglou Collection, Greek-American
Artists, American-Hellenic Arts Centre of Halandri,
November 15 - December 10, 2004 (illustrated in
the exhibition catalogue, pp. 70, 88).*

Literature

*Emfietzoglou Collection, Modern and Contemporary
Greek Art, Athens 2005, p. 366 (illustrated).*



71 AR

CHRYSSA (VARDEA) (1933-2013)

Classified

signed and dated 'Chryssa 1960' (upper left)

oil on canvas, neon light

132.5 x 94 x 19 cm.

£20,000 - 30,000

€28,000 - 41,000

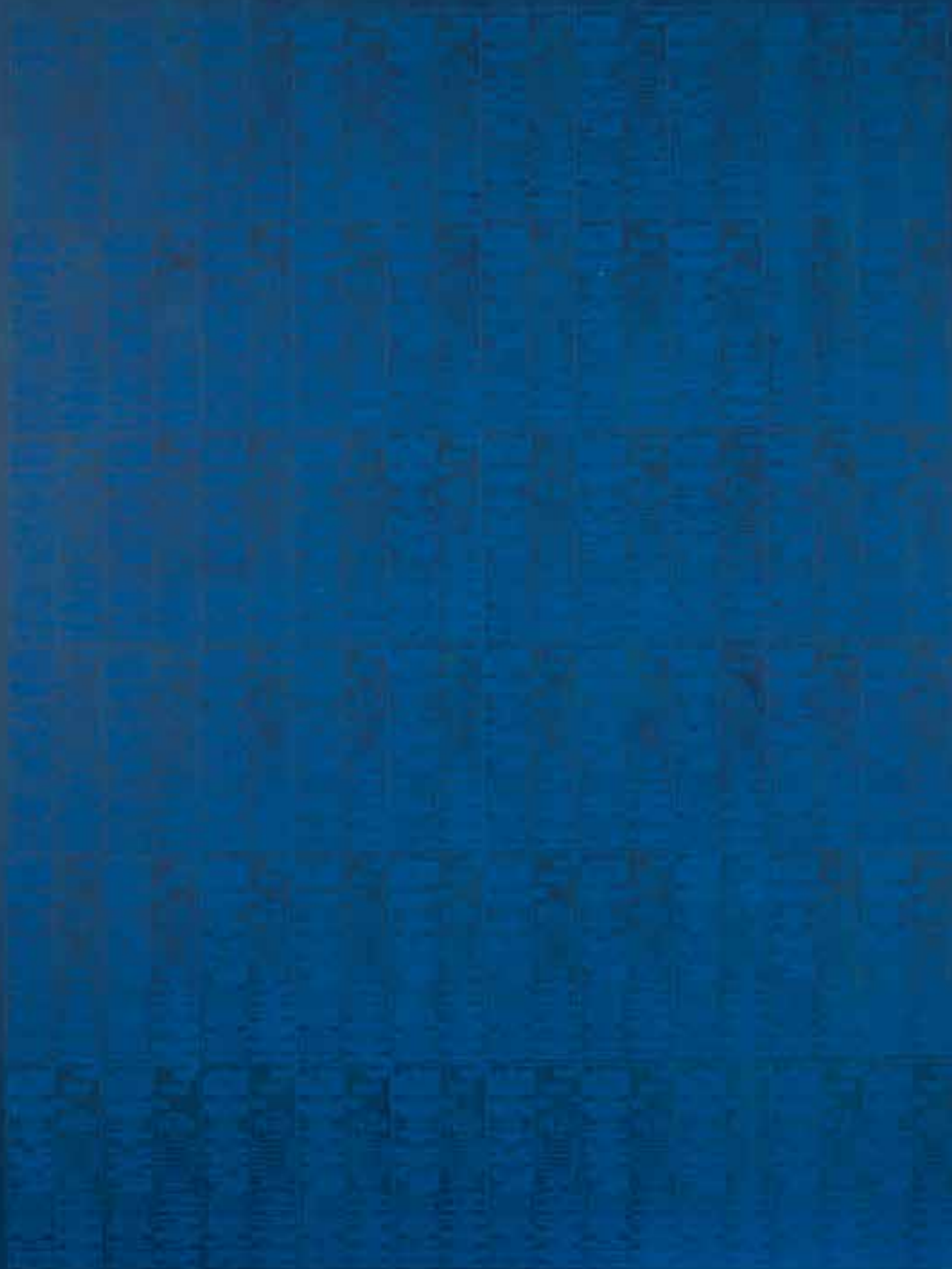
Provenance

Acquired directly from the artist by the present owner.

Sharing an affinity with Jasper Johns' love of letters, this important work by Chryssa from the early 1960s relies on text illegibility and inverted words to scramble literal meaning and call attention to the concept of 'sign' rather than to whatever any specific sign stands for. This ironic play on the reality of the object removes letters and words from their present-day context and lends them a remote hieratic authority vaguely related to ancient tablets. The end result, a composition made of curving neon light tubes and small uniform components based on impressions of newsprint classified ads, is a beautiful relief sculpture of finesse and aesthetic sobriety that produces a mesmerising effect comparable to the silkscreening of commercial imagery by Andy Warhol and Robert Rauschenberg.

¹. See D. Waldman, preface to the *Chryssa, Selected Works 1955-1967* exhibition catalogue, Pace Gallery, New York, 1967, pp. 5-6.

Christen 1920



CLASS





72 AR

PANAGIOTIS TETSIS (BORN 1925)

Top down view of Sifnos
signed in Greek and dated '69' (lower right)
ink on paper laid on canvas
203 x 157 cm.

£20,000 - 30,000

€28,000 - 41,000

The work is registered in the e-archive DAMSpace of ISET (Institute of Contemporary Greek Art) under the number AR0537_PHWR_00383

Exhibited

Athens, Nees Morfes Gallery, *P. Tetsis, The Black-and-Whites 1968-1970*, May 12 June 10, 1992 (possibly).
Athens, Ersi Gallery, 1999.
Naples, Palazzo Reale, Sala Dorica, *The Olympic Games*, March 30 - May 5, 2003.
Athens, Goulandris Museum of Cycladic Art, *The Olympic Games*, 2003.
Venice, Chiesa di San Giovanni Enangelista, *The Olympic Games*, October 1 - November 5 2003.
Athens, Glikas Gallery, *Capitalising on the 1930s Generation, The Great Studios and the Successors*, November 29, 2010 – January 29, 2011 (illustrated in the exhibition catalogue, p. 9).

Literature

Rifts and Convergences, Greek Art of the 60s and the 70s from the Leonidas Beltsios Collection, Trikala 2000.

A work of commanding presence and sweeping grandeur, this extraordinary view of the island of Sifnos recalls the famous verse from O. Elytis's 'Axion Esti', "the porous and white noon". Tetsis, the painter who muses over colour and dwells in its depths and whom the art critics often refer to as a 'hedonist of colour rituals', has produced works whose main characteristic is the wonderful texture achieved by juxtaposing black and white. In these monochromatic canvases, white is not a mere backdrop but an active colour, charging the entire composition with an exhilarating vibe.

His views of Sifnos, which the artist regularly visits since 1968, comprise a significant part of his entire output. In these pictures, the outlines are never static but, instead, make up an intricate web that invites the viewer's eye to follow the island's stone pathways to the upper limits of the canvas and observe the landscape from a top-down, birds-eye view. This web that spreads across the canvas ruling out the horizon or any other indication of depth, conveys a sense of a continuous pictorial plane that unfolds like a scroll, where the light seems to emanate from within the materiality of paint.¹

As noted by Professor A. Kotidis, the marked contrast between black and white generated by the sharp light of the Cycladic atmosphere gives these works with the 'angelic and black light'² an overwhelmingly expressionistic tone -one of the most dramatic in Tetsis's oeuvre.³ The insular landscape with its dry-masonry walls and terraced fields awakens old and vivid memories to the Hydra-born Tetsis. In his hands, the greens and deep browns of the earth turn into blacks to better capture the intensity of the midday light. In a complete reversal, the revealing black ink replaces the blinding Greek light.⁴

¹. See J. Dimakopoulou, "Black-White" and E. Andreadi, "P. Tetsis: The World Around" in *Panayotis Tetsis, Today's Painting* [in Greek], exhibition catalogue, Megaron Athens Concert Hall, Athens 2011, pp. 13,16.

². G. Seferis, Kichli, 1947.

³. A. Kotidis, "P. Tetsis: His Work and its Reception" in *P. Tetsis, Painting*, Nees Morfes gallery, Athens 1999, p. 35.

⁴. E. Plessa, Ink [in Greek], exhibition catalogue, Medousa gallery, Athens 2012.

73 AR

COSTAS COULENTIANOS (1918-1995)

Sans titre
signed and numbered 'KK 3/8' (on the back)
bronze
39 x 16 x 21 cm.

£5,000 - 7,000

€6,900 - 9,700

Conceived in 1946-47.

Exhibited

Athens, the Benaki Museum, *Coulentianos, The Last of the Modern Acrobats*, September 2012 - January 2013 (illustrated in the exhibition catalogue, p.53)



73



74^{AR}

NIKOS KESSANLIS (1930-2004)

Shadows

signed 'NIKOS' (lower center) also signed on the reverse

processed photographic imaging on canvas

116 x 116 cm.

£8,000 - 12,000

€11,000 - 17,000

Provenance

Acquired directly from the artist by the present owner.



75 AR *

ALECOS CONDOPOULOS (1905-1975)

Abstract composition

signed in Greek and dated 'A.Kontopoulos.964' (lower right)

oil on burlap

111 x 110.5 cm.

£12,000 - 15,000

€17,000 - 21,000

Provenance

Private collection, United States.

76^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Stassimo L

signed in Greek (lower right); signed, titled and dated 'JANNIS SPYROPOULOS 'STASSIMO L' 1963' (on the stretcher)

oil and mixed media on canvas

116 X 90 cm.

£20,000 - 30,000

€28,000 - 41,000

Provenance

Private collection, Athens.

Exhibited

Athens, National Gallery - Alexandros Soutzos Museum, Jannis Spyropoulos, *The Classicist of Abstraction*, 1995, no. 1079 (illustrated in the exhibition catalogue, p. 87).

Literature

E. Strouza, *Jannis Spyropoulos - In and beyond an Era, Worker's Housing Organisation*, Athens 1989, p. 153 (illustrated).

Jannis Spyropoulos, National Gallery - Alexandros Soutzos Museum / Ministry of Culture, Athens 1990, p. 153 (illustrated).

Y. Papaioannou, *Yannis Spyropoulos - Monograph*, doctoral dissertation, Yannis and Zoe Spyropoulos Foundation, Athens 2010, no. 1079, p. 292 (detail illustrated).

"Angelic and black light."

G. Seferis

The work of a secular mystic who searched through the fragments of the Greek past to discover visions of existential integrity, *Stassimo L* from 1963 (as signed by the artist on the reverse) is a marvellous painting amply displaying the art of a true master: wise compromise between gestural brushwork and compositional structure, functional exploitation of texture, imposing light and a deep sense of colour that is rich and yet subdued like a Byzantine icon.

As noted by art critic C. Spencer, "what may first appear as areas of monochrome colour are in fact brilliant, painstaking technical achievements. 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."¹ In a similar vein, art historian L. Tsikouta has noted: "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 By means of these extensive areas of evocative sombre colour opposed by small luminous spots and scattered bright incidents, the whole canvas is transformed into a nocturnal landscape where forms and rigorous lines, fragmented signs and circular markings break through the darkness and emerge from within it like sacred fires in an ancient temple or votive candles in a dimly lit Byzantine chapel. As the painter himself once said, 'I spread out the dark to find the light.'

A recurrent sign in Spyropoulos's work, which features discreetly in *Stassimo L*, is the circle, or ring, a universally accepted symbol of eternity and never-ending existence. In ancient religions, the circle represented the unity and wholeness of life and the relationship between man and nature. From the age-old symbol of the ouroboros (the serpent eating its own tail) to the Renaissance idea of the circular temple, the ring remains a projection of the archetypal image of the unconscious on the material world. In Christian art it represents eternal union, divine perfection and everlasting life: 'Who was in the beginning, is now, and ever shall be, world without end.'³

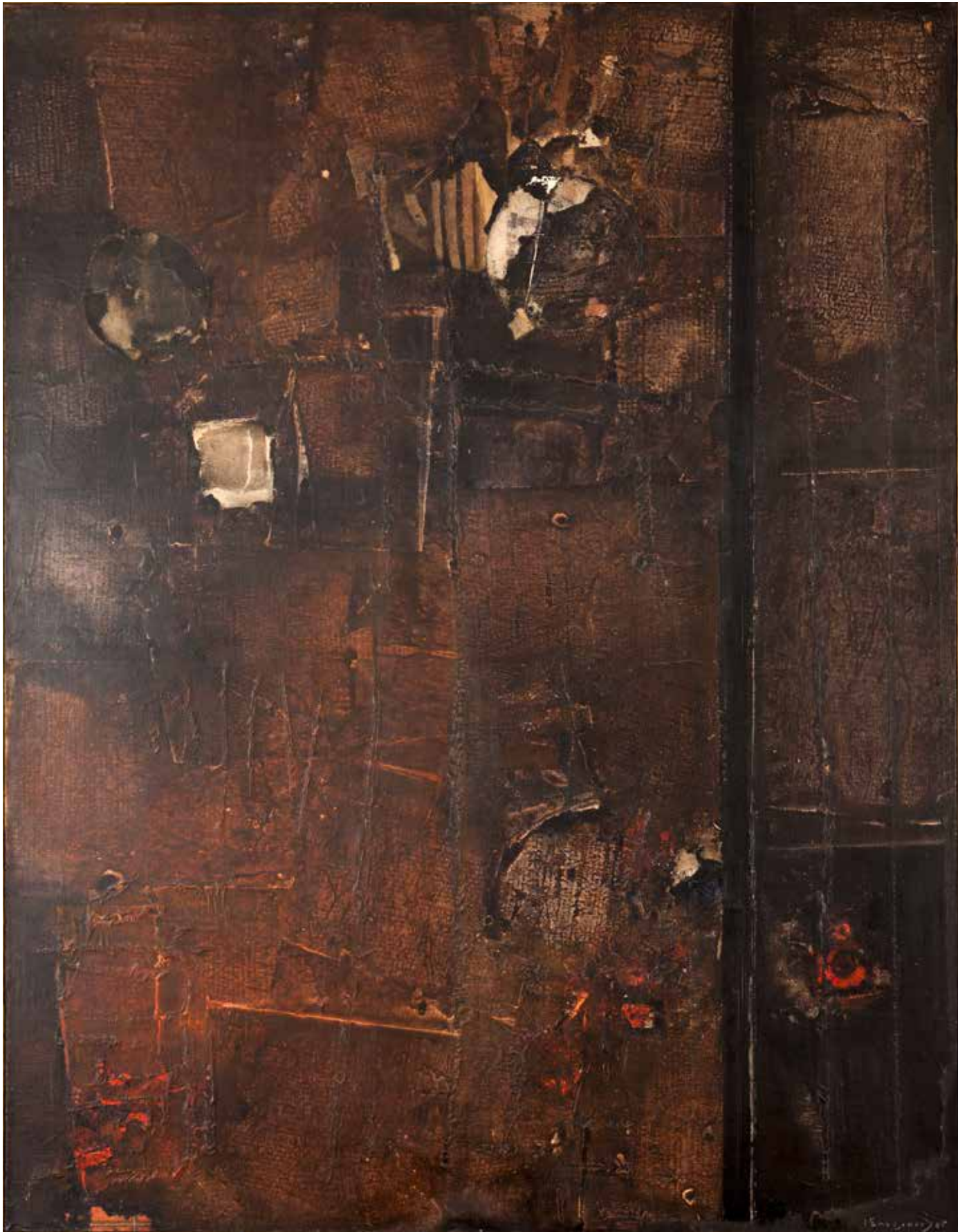
In his attempt to perpetuate a sense of unity and continuity with the past, Spyropoulos constructed a complex universe of symbolic associations, which formulated the most advanced and mature aspect of Greek abstraction.⁴ The first Greek painter who, while residing permanently in Greece, managed to attain an illustrious international career highlighted by his winning participation in the 1960 Venice Biennale, Spyropoulos managed to imaginatively fuse European modernism and Greek tradition in a highly original voice that bears a marked resemblance to the mythical cosmos of Seferis's poetry.

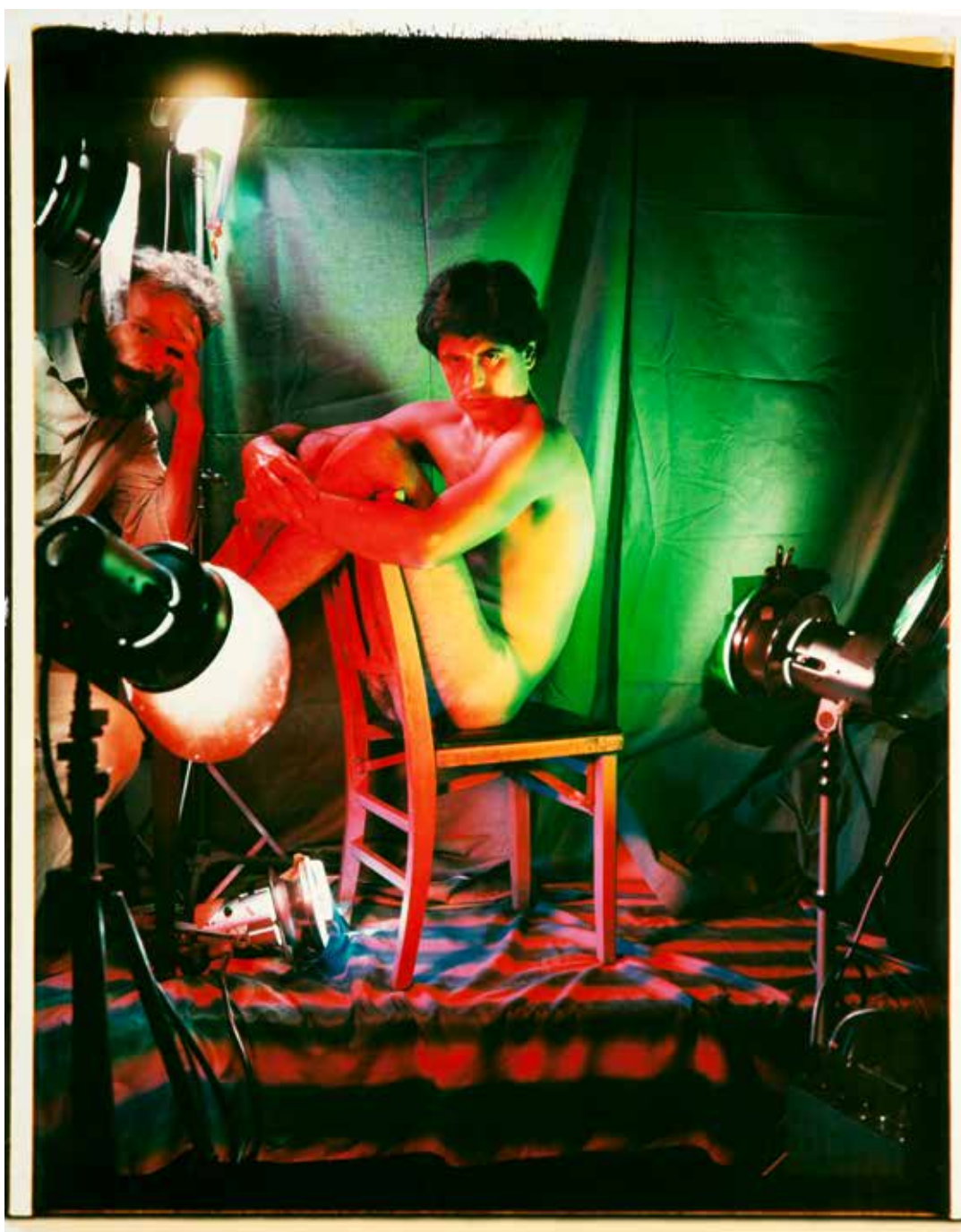
¹ C. Spencer, preface to the 1971 Spyropoulos exhibition at the David Jones' Art Gallery in Sydney, Australia.

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 See Y. Papaioannou, *Yannis Spyropoulos - Monograph* [in Greek], doctoral dissertation, Yannis and Zoe Spyropoulos Foundation, Athens 2010, pp. 292-293; G. Ferguson, *Signs and Symbols in Christian Art*, Oxford University Press, New York 1961, p. 153, 178.

⁴ See H. Kambouridis - G. Levounis, *Modern Greek Art, The 20th Century*, Athens 1999, pp. 154-156.





77 AR

LUCAS SAMARAS (BORN 1936)

Untitled / Sitting Tsiaras

signed and dated © 1980 Lucas Samaras and inscribed 10/27/80 LH

(on the reverse)

polaroid polacolor print

67 x 54 cm.

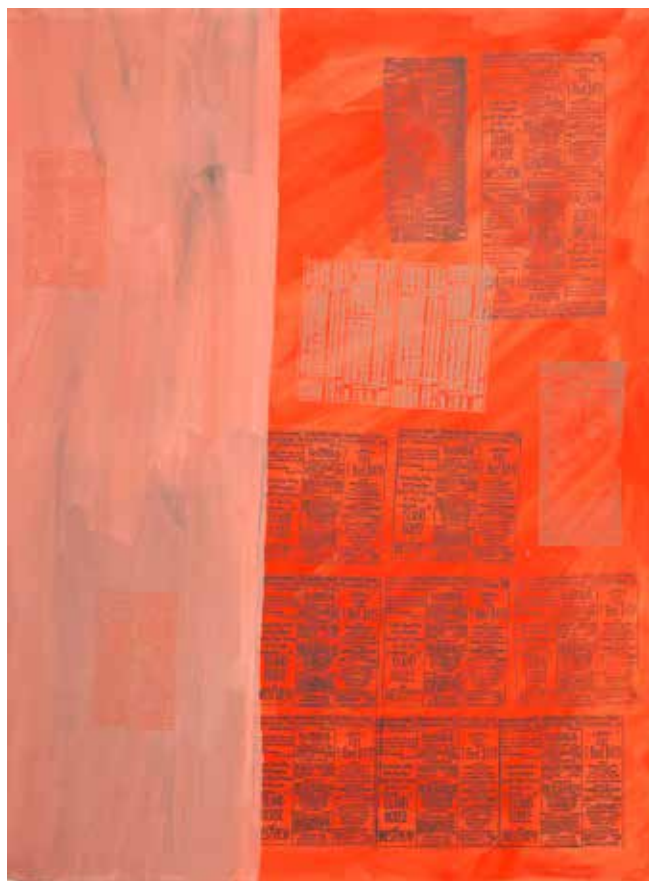
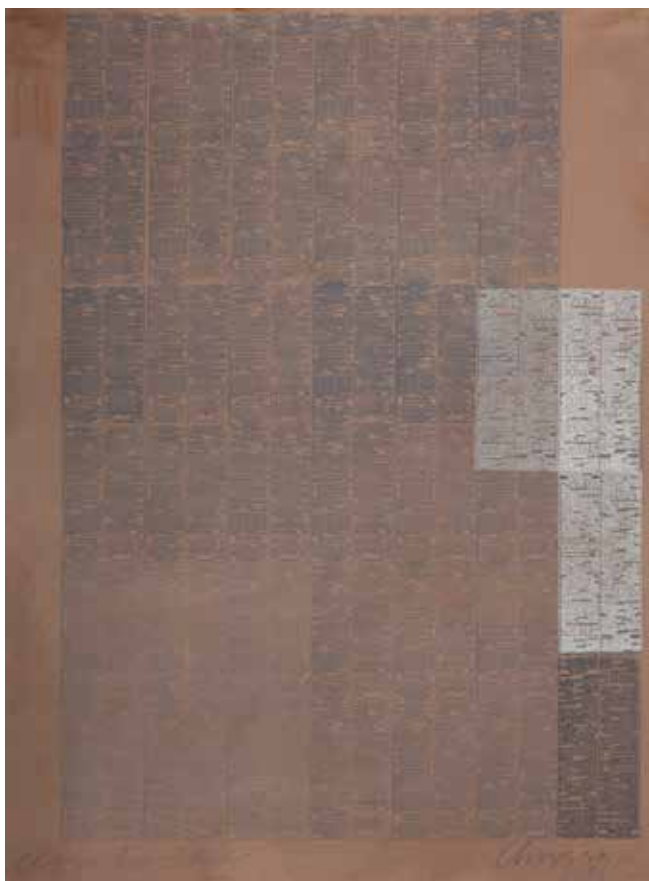
£5,000 - 7,000

€6,900 - 9,700

Provenance

The Polaroid collection, Sotheby's June 21-22, 2010, lot 139.

Private collection, New York.



78 AR

CHRYSSA (VARDEA) (1933-2013)

Classified Ads, 1976

all signed 'Chryssa' (lower right); one inscribed 'Classified Ads' (lower left); and another dated '76' (lower right)

acrylic on paper

75 x 55 cm. (each)

(3)

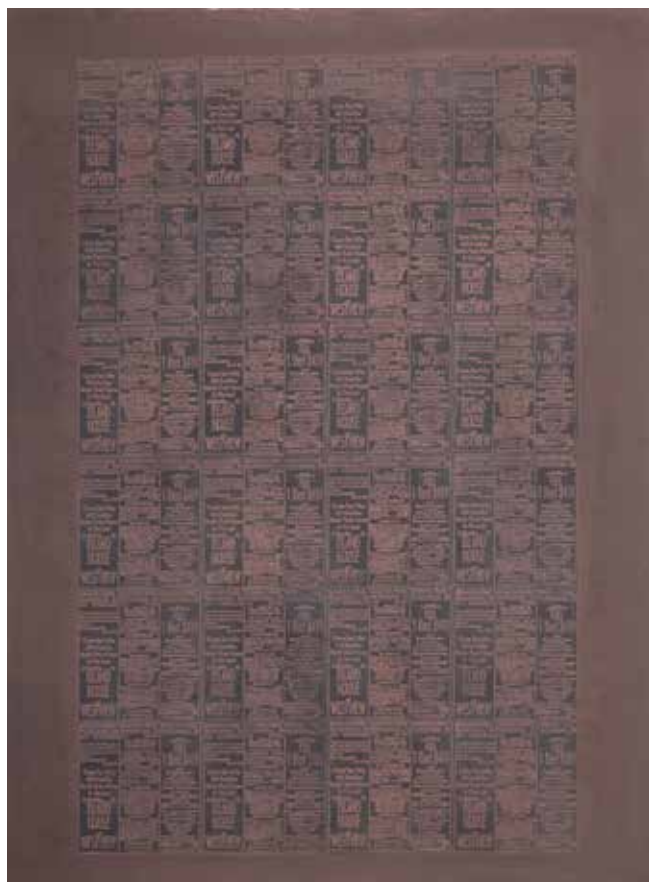
£7,000 - 10,000

€9,700 - 14,000

Provenance:

Acquired directly from the artist.

Private collection, New York.



79 * AR W

CHRYSSA (VARDEA) (1933-2013)

Chinatown

painted aluminium and neon

152 x 116 x (depth) 37.5 cm.

£20,000 - 30,000

€28,000 - 41,000

Executed in 1984.

Provenance

Acquired directly from the artist by the current owner.

Consisting of large intersecting lattices of metal, in which bold calligraphic shapes lit by neon tubes suggest Chinese characters, this powerful piece by a highly original artist and internationally acclaimed abstract sign maker, captures the brilliance and throbbing energy of the modern cityscape, distilling from it its inherent poetry and irresistible allure. A forward-looking work of art that screams modernity and avant-garde freedom, Chinese is, nonetheless, an intelligible and coherent piece of sculpture that conveys a classical sense of form, proportion and balance. While testing new grounds, Chryssa's work, as noted by art critic S. Hunter, "reveals the surprising contemporary outlines of a new classicism, in which we recognise familiar attributes of clarity, order and intellectual control."¹

¹. S. Hunter, *Chryssa*, Abrams editions, New York, 1974, p. 19.





80 ^{AR}

ACHILLEAS DROUNGAS (BORN 1940)

Ionian column and airplane
signed and dated 'A.Droungas 1978' (lower right)
oil on canvas
300 x 100 cm.

£5,000 - 7,000

€6,900 - 9,700

Provenance

Zoumboulakis Gallery, Athens.
Private collection, Athens.

81 ^{AR}

ALECOS FASSIANOS (BORN 1935)

The warrior
signed in Greek (upper right)
oil on canvas
123 x 89 cm.

£12,000 - 18,000

€17,000 - 25,000



82 AR W

YANNIS GAÏTIS (1923-1984)

Salle d'attente

construction with painted wood

185 x 290 x 42 cm.

£20,000 - 30,000

€28,000 - 41,000

Provenance

Gallery Desmos, Athens.

Circle Galleries, U.S.A.

Diaspora Fine Arts, New York.

Bohnam's Greek Sale of 24 May 2005, Lot. 146.

Acquired from the above sale by the present owner.

Literature

Pierre Seghers, *Gaitis*, Tram, collection Modern

Greek Painters,

Thessaloniki, 1973. (illustrated)

Loretta Gaitis-Charrat, *Yiannis Gaitis*,

Catalogue Raisonné 2003, no 1205,

p.288 (illustrated).



The familiar men of Gaitis in their pinstriped and checkered suits, wearing bowler hats, are depicted seated in a waiting room. For the artist these figures represented the loss of individuality, and the isolation and anonymity brought on by a technological world in which man has been stripped of his humanity. In this work, "la condition humaine" is not expressed in bitter or angry terms, but rather in a humorous way that brings out the tragic-comic aspect of man's existential predicament in the contemporary world.



83 ^{AR}

ALEXIS AKRITHAKIS (1939-1994)

Untitled, 1990

signed and dated 'Akrihakis 90' (lower right)

acrylic on panel

122 x 122 cm.

£20,000 - 30,000

€28,000 - 41,000

Exhibited

Athens, Miraraki Gallery - Galerie 3, *Akrihakis, Enlargement*, March 1991 (illustrated in the exhibition catalogue).



84 ^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Orossimo 6

signed in Greek (lower right); signed, titled and dated 'JANNIS SPYROPOULOS OROSSIMO NO 6 1974' (on the stretcher)

oil and mixed media on canvas

130.5 x 97 cm.

£20,000 - 30,000

€28,000 - 41,000

Provenance

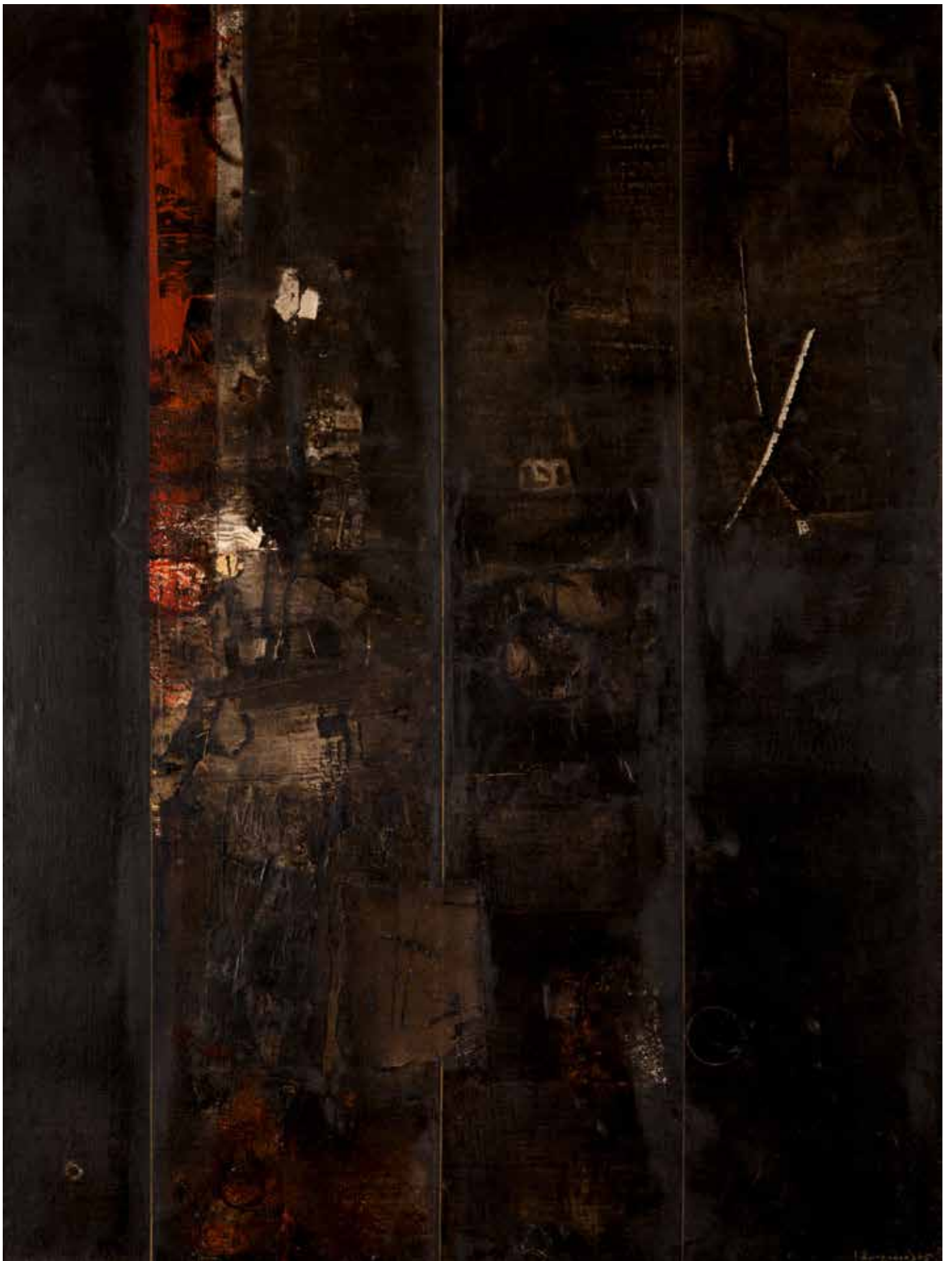
Private collection, Athens.

Exhibited

Athens, *Yannis Spyropoulos*, Astrolavos gallery, December 12, 1994 - January 31, 1995 (illustrated in the exhibition catalogue).

Literature

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 867, p. 296 (listed).





85 AR

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Fleur

signed and dated 'Takis 2/4' and inscribed with the foundry mark
FONDERIA TESCONI PIETRASANTA (on the base)

bronze

60 cm. high

£8,000 - 12,000

€11,000 - 17,000

Provenance

Alexander Iolas collection.

Private collection, Athens.

86 AR

ALECOS CONDOPOULOS (1905-1975)

Image, 1963

signed in Greek and dated '963' (lower right)

acrylic on card laid on canvas

98 x 68 cm.

£8,000 - 12,000

€11,000 - 17,000

Literature

Peloponnisiaki Protochronia 1964, p. 152 (illustrated).





87

87 AR

VASSILIS FOTOPOULOS (1934-2006)

Jeux de balles

signed with initials and dated '2000' (lower left)

oil on canvas

80 x 80 cm.

£5,000 - 7,000

€6,900 - 9,700

88 AR

MAKIS THEOFYLLAKTOPOULOS (BORN 1939)

Motorcyclist

oil on canvas

190 x 145 cm.

£15,000 - 20,000

€21,000 - 28,000





89 AR W

GEORGE LAPPAS (BORN 1950)

Red figure

signed 'LAPPAS' (on the shoe)

mixed media and neon light, painted metallic base

207 x 64 x 40 cm.

£8,000 - 12,000

€11,000 - 17,000



90^{AR}

ALECOS FASSIANOS (BORN 1935)

Glorious cyclist

signed and titled in Greek (upper part)

oil on board with artist's frame

49 x 34 cm. (64 x 49.5 cm. with frame)

£5,000 - 7,000

€6,900 - 9,700

Provenance

Bonhams, Greek Sale of 18 May 2010, lot 96.

Private collection, Athens.



91^{AR}

COSTAS TSOCLIS (BORN 1930)

Water tap

signed and dated 'C. Tsoclis 76' (lower right)

charcoal and water tap on card laid on panel framed
in plexiglass

148 x 74 cm.

£12,000 - 18,000

€17,000 - 25,000



92 AR

ALECOS FASSIANOS (BORN 1935)

With a glass of wine
signed in Greek (lower right)
oil on canvas
48 x 60 cm.

£6,000 - 8,000
€8,300 - 11,000



93 * AR

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Candlesticks

the highest one signed 'Takis' and numbered 2/4 (on the base)

brass

43.3 cm., 21.3 cm., 21 cm. high

(3)

£6,000 - 8,000

€8,300 - 11,000

Provenance

Alexander Iolas Collection.

Private collection, United States.



94 AR

ALECOS FASSIANOS (BORN 1935)

Le fumeur vert

signed 'A. Fassianos' (upper left)

acrylic on canvas

80 x 63.5 cm.

£7,000 - 10,000

€9,700 - 14,000

Provenance

Private collection, Greece.

Exhibited

Thessaloniki, Eirmos Gallery, *A. Fassianos*, November 1997 (illustrated in the exhibition catalogue, p. 25)



95 ^{AR}

OPY ZOUNI (1941-2008)

Space

signed and dated 'ZOUNI 84' (lower left);

signed and dated 'OPY ZOUNI 1984' (on the reverse)

acrylic on panel

86 x 137.5 cm. (with artist's frame)

£5,000 - 7,000

€6,900 - 9,700

Painted in 1984.

Provenance

Acquired directly from the artist by the present owner.

INDEX

A

Akrithakis, Alexis 65, 68, 83
Alexandrakis, Alexandros 14
Altamoura, Jean 8

B

Bouzianis, Georgios 36

C

Chryssa (Vardea) 71, 78, 79
Condopoulos, Alecos 75, 86
Coulentianos, Costas 39, 73

D

Diamantopoulos, Diamantis 28, 37, 50
Droungas, Achilleas 80

E

Economou, Michalis 11, 20, 29
Engonopoulos, Nikos 13, 27, 54

F

Fassianos, Alecos 81, 90, 92, 94
Fotopoulos, Vassilis 87

G

Gaitis, Yannis 44, 63, 82
Germenis, Vassilis 33
Gysis, Nikolaos 9, 18

H

Hadjikyriakos-Ghika, Nikos 10, 22, 30, 47, 57
Hadjimichail, Theofilos 2
Halepas, Yiannoulis 19
Hatzis, Vassilios 17

K

Kessanlis, Nikos 45, 48, 64, 74

L

Lappas, George 89

M

Makroulakis, Michalis 32
Moralis, Yiannis 40, 59
Mytaras, Dimitris 41, 58

P

Pavlos (Dionysopoulos) 51, 66, 67
Prassinos, Marios 49
Prekas, Paris 61

R

Ralli, Théodore Jacques 7
Rengos, Polykleitos 38

S

Sabbides, Symeon 4
Samaras, Lucas 69, 77
Skoulakis, Demos 43
Spyropoulos, Yiannis 23, 24, 62, 76, 84
Stamos, Theodoros 70
Steris, Gerassimos 25
Stylianidis, Argyris 60

T

Takis (Panayiotis Vassilakis) 85, 93
Tetsis, Panagiotis 72
Theofyllaktopoulos, Makis 88
Tsarouchis, Yiannis 1, 3, 6, 12, 21, 26, 31, 52, 53
Tsingos, Thanos 46
Tsoclis, Costas 55, 91

V

Vakirtzis, George 42
Vassiliou, Spyros 5, 15, 16, 34, 35

Z

Zouni, Opy 56, 95



THE HELLENIC CENTRE

The Hellenic Centre is a vibrant and dynamic organisation with a mission to bring together Hellenes of the diaspora, and to promote an awareness and appreciation of Hellenic culture for Greeks and non-Greeks alike.

From its foundation in 1994 to the present the Centre has presented the rich historical and cultural heritage of Greece and Cyprus as well as the best in contemporary Greek endeavour.

We are proud of our cultural and educational presence in London in the last 20 years and we are looking forward to an even more exciting future!

The Hellenic Centre, 16-18 Paddington Street, Marylebone, London W1U 5AS

Telephone: 020 7487 5060 Fax: 020 74864254 www.helleniccentre.org

Hellenic Community Trust, a Company limited by guarantee – Charity Reg. No 1010360,

Registered office: Caprini House, 163/173 Praed Street, London W2 1RH – Reg in England No. 2643543

**19TH CENTURY EUROPEAN,
VICTORIAN, AND BRITISH
IMPRESSIONIST ART**

Wednesday 24 June 2015, 2pm
New Bond Street, London

**JOHN FREDERICK
LEWIS, RA, POWS
(BRITISH, 1805-1876)**

A Suliote

Pencil, watercolour,
bodycolour and pastel

34 x 25cm

£6,000 - 8,000

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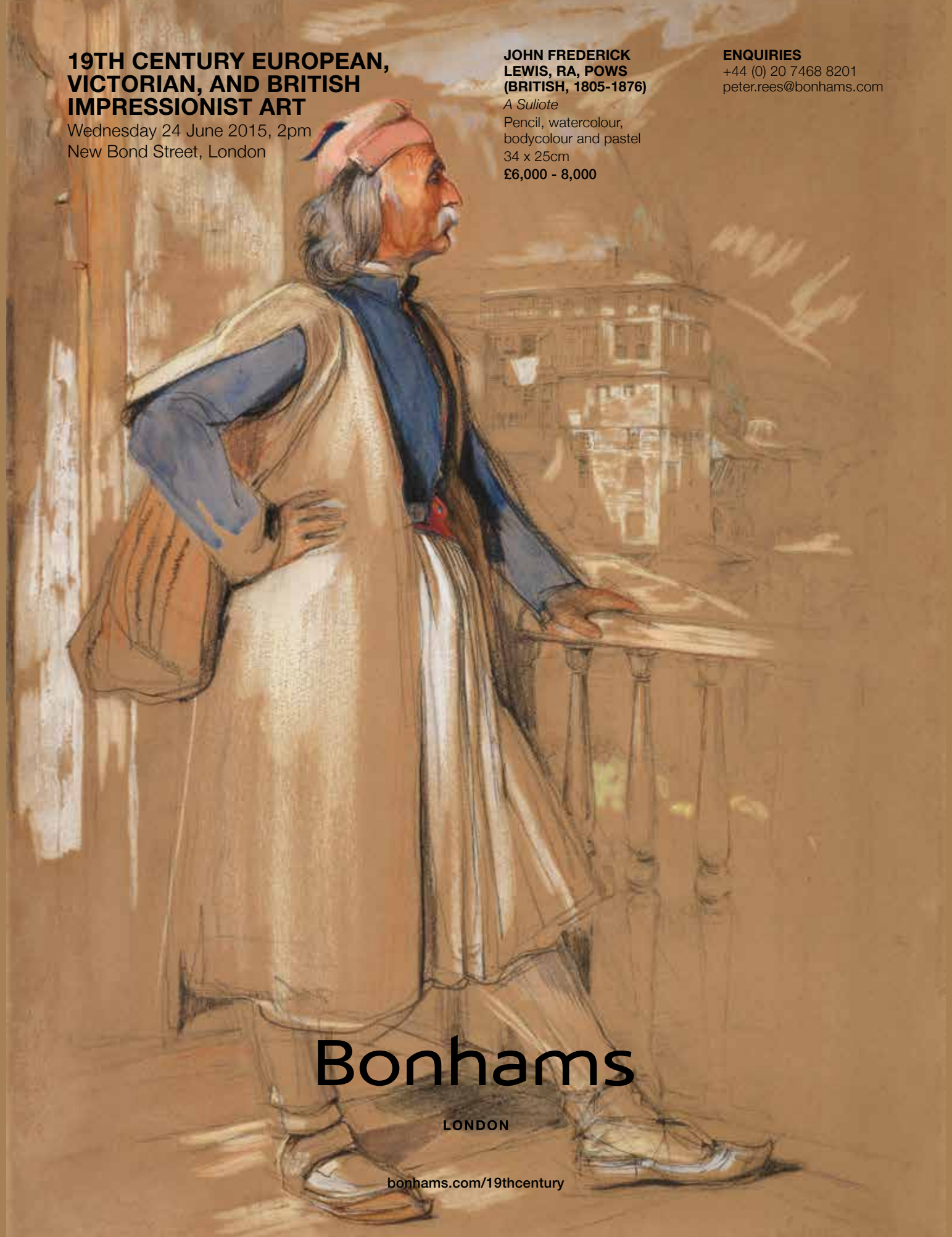
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Bonhams

LONDON

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Depuis 1975, le centre culturel a été une aventure faite de passion autant que de raison. Et aujourd'hui pour nous, son avenir se décline en trois axes.

Ce qui vient d'abord à l'esprit est évidemment la promotion d'un patrimoine culturel vieux de plusieurs millénaires, reconnu dans de nombreux domaines dans le monde entier.

Mais notre mission est aussi de promouvoir et de soutenir les artistes et les intellectuels d'aujourd'hui. Apporter notre aide à toutes les formes de création grecque qui cherche à se faire connaître en dehors des frontières de notre pays, en France et dans le territoire français.

Finalement c'est notre pays lui même que nous souhaitons faire connaître, celui que nous aimons que ça soit celui d'hier ou celui d'aujourd'hui. C'est cette Grèce-là que nous cherchons à raconter, à travers notre territoire, notre identité, nos habitudes et surtout notre langue. La Grèce des villages abandonnés qui revivent et celle des métropoles qui malgré la grave crise économique, ou peut être grâce à elle, bouillonne de création.

Since 1975 the Cultural Centre has been an adventure of passion as much as of reason. And our future now lies in three directions.

The first that comes to mind is of course the promotion of a cultural heritage dating back thousands of years, recognised around the world in several fields.

Our mission, however, is to also promote and support the artists and intellectuals of today, by providing our assistance to Greek creation in all its forms, reaching beyond the borders of our country, in France and across French territory.

Finally, it is our country itself that we wish to make known, the country that we love, yesterday's or today's. It is precisely this Greece that we want to talk about, through our territory, identity, traditions and especially our language. The country of abandoned villages that come back to life and cities that, despite the severe economic crisis -- or perhaps because of it -- are effervescent with creation.

PRINTS AND MULTIPLES

Tuesday 14 July 2015
New Bond Street, London

ANDY WARHOL
(AMERICAN, 1928-1987)

Alexander the Great (F. & S. IIB.291)
Screenprint in colours, 1982, signed,
inscribed 'T.P.' and numbered 'IV/VIII',
a unique trial proof aside, from the
edition of 25, 1016 x 813mm (SH)
£40,000 - 50,000

ENQUIRIES

+44 (0) 20 7468 8212
tanya.grigoroglou@bonhams.com

Closing date for entries
Friday 29 May 2015



Bonhams

LONDON

bonhams.com/prints

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 equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

25% up to £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 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>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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 £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

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 £3,000. 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 2% surcharge;

Union Pay cards: these 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 2% surcharge.

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805
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 Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

modern firearms specialist. All prospective *Bidders* are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

Ruby and jadeite gemstones 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 and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email 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 *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	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.
8.1	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.	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.
8.1.2	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> ,	10.6	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.
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> ;	10.7	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;	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".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	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.
8.1.6	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;	9.4	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 <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.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
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;			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> .
8.1.8	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;			10.12	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.
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 <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and				
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 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.				
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> 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.				
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	MISCELLANEOUS	11	GOVERNING LAW
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> 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 the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> 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.
		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> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
 - 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
 - 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
 - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
 - 3.1.1 the *Purchase Price* for the *Lot*;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
 - 3.1.3 if the *Lot* is marked [^{AR}], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	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.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
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 <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	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
7.1.1	to terminate this agreement immediately for your breach of contract;			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.
7.1.2	to retain possession of the <i>Lot</i> ;	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> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	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> .
7.1.4	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	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
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	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	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	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> .
7.1.7	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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	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> .
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;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	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:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	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.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
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	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	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.
		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		
		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		
		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> .		

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.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
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.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</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; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
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.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and 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 non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) 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 non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</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 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
			12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <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.
		12 MISCELLANEOUS	13	GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		DATA PROTECTION – USE OF YOUR INFORMATION Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com .
		12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		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.
		12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <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.		
		12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.		
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

"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 of Sale* the *Lot* corresponds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Website" *Bonhams Website* at www.bonhams.com

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

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

GLOSSARY

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

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

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

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

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

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

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

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

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that:
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

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Madalina Lazen
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20th Century British Art

Matthew Bradbury
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Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

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U.S.A.
Fredric Backlar
+1 323 436 5416

American Paintings

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Antiquities

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Antique Arms & Armour

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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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U.S.A.
Frank Maraschiello
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Australian Art

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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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Suzy Pai
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British & European Porcelain & Pottery

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U.S.A.
Peter Scott
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Hadji Rahimpour
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Paul Song
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Contemporary Art

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U.S.A.
Jeremy Goldsmith
+1 917 206 1656

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

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U.S.A.
Catherine Williamson
+1 323 436 5442

Furniture & Works of Art

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Fergus Lyons
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U.S.A.
Jeffrey Smith
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

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India Phillips
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U.S.A.
Tanya Wells
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Islamic & Indian Art

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Gregg Dietrich
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Modern, Contemporary & Latin American Art

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Modern Design

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