

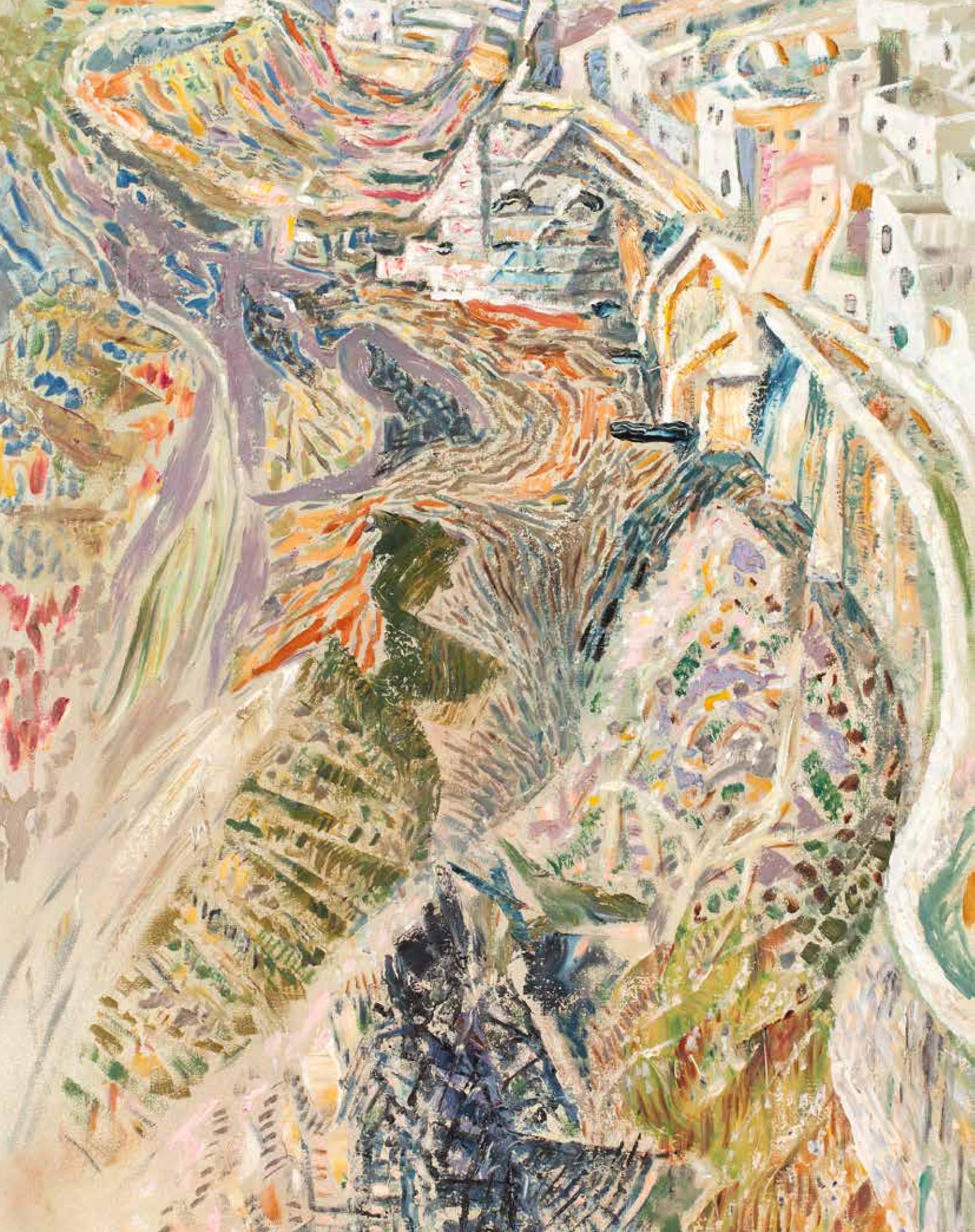
Bonhams

The Greek Sale

New Bond Street, London | 21 November 2018







The Greek Sale

New Bond Street, London | Wednesday 21 November 2018 at 2pm

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1 AR

YIANNIS TSAROUCHIS (1910-1989)

Soldier dancing zeibekiko

signed and titled in Greek, dated '1-1-63' (on the upper part)

mixed media on card

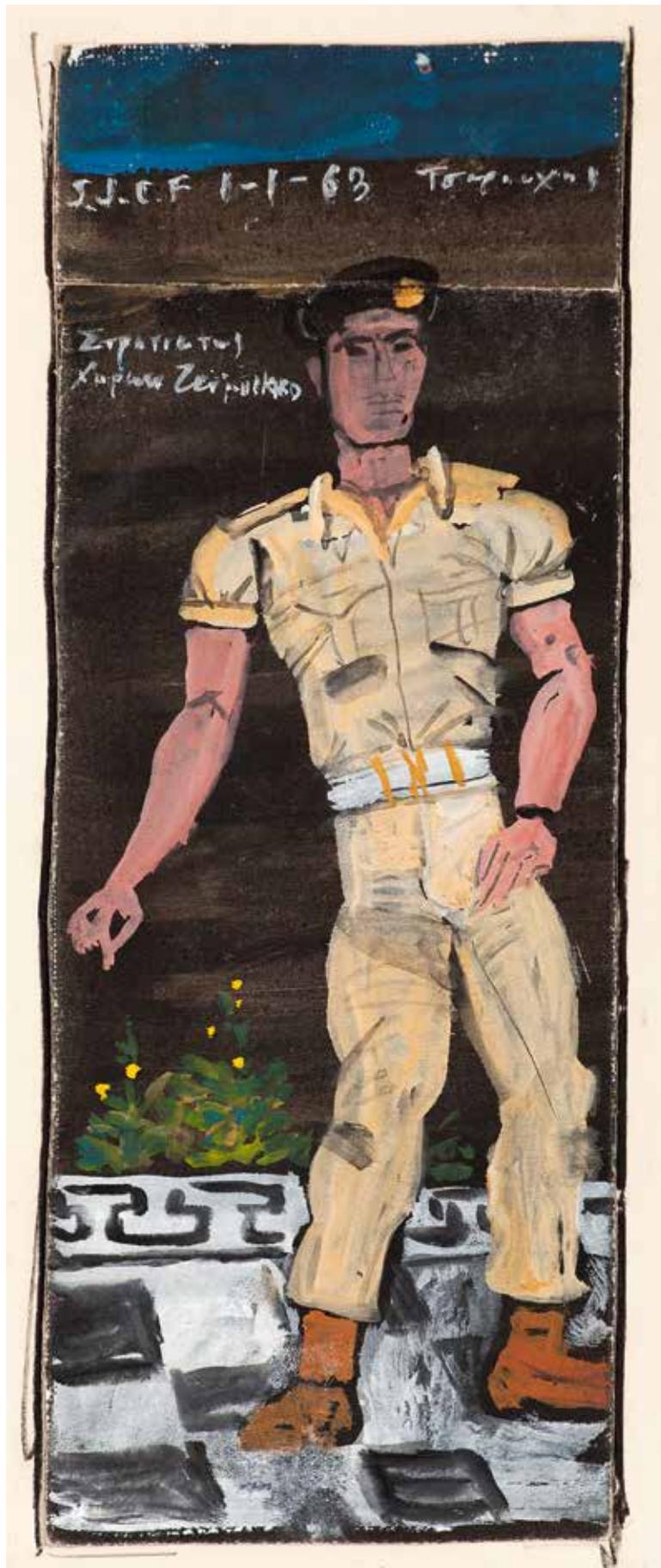
24 x 9.2 cm.

£5,000 - 7,000

€5,700 - 8,000

Provenance

Private collection, Athens.



Σ.Ι.Ε.Φ 1-1-63 Τριφυλίας

Στρατιώτης
Χαμηλός Στρατιώτης



2 AR

YIANNIS MORALIS (1916-2009)

Nude Profile

signed in Greek and dated '79' (upper left)

oil on canvas

55.5 x 24.5 cm.

£20,000 - 30,000

€23,000 - 34,000

Provenance

Private collection, France.

Captured in sharp profile recalling ancient Greek red-figure representations and imparting a sense of Doric dignity and Ionian elegance, these beautiful and etherealised *korai* are precious ornaments of translucent simplicity and harmonious perfection. Slender, stylishly elongated, with graceful quattrocento-like pose, tender forms, fluid lines, serene expression and delicate colouring, they come as close to the Greek rhythm as any Boticellian celebration of innocent beauty, bearing testimony to the painter's inspired leap of imagination and personal reinterpretation of the classical.

As N. Hadjikyriakos-Ghika once noted, Moralis's youthful females, closely attuned to the idealism of ancient Greek art and endowed with grace and tenderness, are created by the Muses and the Hours.¹

¹. N. Chatzikyriakos-Ghika [in Greek], Nea Estia magazine, no. 1245, 15 May 1979.

3 AR

YIANNIS MORALIS (1916-2009)

Back Profile

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

oil on canvas

56 x 27 cm.

£20,000 - 30,000

€23,000 - 34,000

Provenance

Private collection, France.

Literature

S. Charalambopoulos, *J. Moralis*, documentary CD, Periplous editions, 6:11 - 6:21 (shown with Moralis and discussed by the artist).



Photo of the artist in his studio with this lot.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



4 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Interior with mirror and vase
oil on canvas laid on board
46 x 37 cm.

£8,000 - 12,000
€9,100 - 14,000

Painted in 1926.

Provenance

Gift of the artist to Teriade, and then given to present owner.

Literature

Comoedia daily, Paris, October 13, 1927 (illustrated).
To Trito Mati magazine, no. 1, May 1977, no. 15 (catalogued and illustrated).
N. Petsalis-Diomidis, *N. Hadjikyriakos-Ghika*, Catalogue Raisonné 1921-1940, Athens 1979, no. 16, p. 95 (referred), p. 115 (catalogued and illustrated).
C. Christou, *Greek Painting of the Twentieth Century*, vol. I, 1882-1922, Athens 2000, p. 167 (referred).

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, no. 2, p. 40 (discussed), p. 270 (illustrated).
E. Mystakas, *Nikos Hadjikyriakos-Ghika and Space in his Painting*, doctoral dissertation, Athens, 2005, p. 131-132 (discussed), fig. 1, p. 307 (catalogued), p. 138 (illustrated).
The Greek Sale, 15 November 2017, Bonhams, London 2017, p. 20 (discussed).

Echoing de Chirico's metaphysical spaces, this historic Ghika, considered lost for over half a century, shows a partial view of the artist's Paris home studio with its characteristic fireplace mantle topped by a framed mirror.¹ Here, "everything is subordinate to the merciless command of the straight line and only the suspended, ductile, oblong vase—a possible allusion to Giorgio Morandi's still lifes—evades the sovereign rule of geometry and architecture. The mirror motif plays a leading compositional role in expanding shallow space, while evoking a sense of mystery and contemplative introspection."²

¹ The composition is faithfully repeated in the artist's *Frames*, 1926 (sold by Bonhams, Greek Sale, 15 November 2017, lot 11), creating a painting-within-a-painting trompe l'oeil effect.

² K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre* [in Greek], Benaki Museum, Athens 2011, p. 40.



5 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Still life with vase
signed 'K. GHIKA' (upper right)
oil on canvas
45.5 x 55 cm.

£10,000 - 15,000

€11,000 - 17,000

Painted in 1927.

Provenance

G. Stringos collection Athens.
Teriade collection, Paris and then given to the present owner.

Exhibited

Athens, Stratigopoulou Gallery, *Exhibition of Paintings and Sculpture by N. Hadjikyriakos Ghika and Michael Tombros*, May 1928, no. 26 (listed in the exhibition catalogue, p. 4).
Athens, Atelier artists' club gallery, *Exhibition of Paintings and Sculpture by Michael Th. Tombros, G. Gounaropoulos, N. Hadjikyriakos Ghika*, May 12 - July 1, 1935, no 7 (listed in the exhibition catalogue).

Literature

F. Yofyllis, *History of Modern Greek Art 1821-1941*, vol. 2, To Elliniko Vivlio editions, Athens 1963, p. 411 (possibly referred).

To Trito Mati magazine, no. 1, May 1977, no. 39 (catalogued and illustrated).

N. Petsalis-Diomidis, *N. Hadjikyriakos-Ghika*, Catalogue Raisonné 1921-1940, Athens 1979, no. 42, p. 95 (referred), p. 125 (catalogued and illustrated).

J.P. de Rycke, N.P. Paissios, *Ghika and the Avant-Garde in Interwar Europe*, Benaki Museum - N.H. Ghika Gallery, Ephesos editions, Athens 2004, p. 60 (shown in a photograph from the 1928 exhibition).

E. Mystakas, *Nikos Hadjikyriakos-Ghika and Space in his Painting*, doctoral dissertation, Athens, 2005, p. 149 (mentioned), fig. 20, p. 308 (catalogued), p. 152 (illustrated).

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, no. 8, p. 44 (discussed), p. 270 (illustrated).

Istoria tis Technis magazine, no. 3, Winter 2014-15, p. 88 (referred), p. 89 (shown in a photograph from the 1928 exhibition).

Lost for decades before being rediscovered by Bonhams, Still life with vase is a fine example of the artist's Paris output from the 1920s. When Ghika moved to the French capital in 1923, he concentrated on interior and studio views, in the spirit of the early 20th century avant-garde movements, both in terms of style and subject matter. Here, an enigmatic wave of light from an unidentified source invades the room from the left, illuminating the ductile, oblong vase on the tablecloth, which also features prominently in Interior with mirror and vase, 1926 (lot 4), echoing de Chirico's metaphysical spaces or Matisse's psychologically acute interiors.¹

¹ See K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre* [in Greek], Benaki Museum, Athens 2011, p. 44.

6

NIKOLAOS GYZIS (1842-1901)

Little girl

signed 'N.Gysis' (upper left)

oil on canvas

29 x 24 cm.

£50,000 - 70,000

€57,000 - 80,000

Provenance

Mitarakis collection, Athens and thence by descent to the present owner.

Exhibited

Athens, *Nikolaos Gysis 1842-1901, The Great Master*, National Gallery and A. Soutzos Museum, October 8 - December 10 2001, no. 37 (illustrated in the exhibition catalogue, fig. 22, p. 42).

Literature

Greek Painters of the Nineteenth Century, E.K. Frantziskakis ed., Commercial Bank of Greece edition, Athens 1957, p. 93 (illustrated).
Eikones magazine, no. 117, January 20-26, 1958, p. 31 (illustrated).
The Greek Painters, vol. 1, From the 19th Century to the 20th, Melissa editions, Athens 1974, p. 153 (discussed).
C. Christou, *Greek Painting 1832-1922*, National Bank of Greece edition, Athens 1981, p. 57 (discussed).
A. Kouria, *The Child in Modern Greek Art (1833-1922)*, Dodoni editions, Athens-Yannina, 1985, p. 238 (listed).
N. Misirli, *Gysis*, Adam editions, Athens 1995, no. 70, p. 371 (listed), full page illustration (p. 125) and cover illustration.
Kathimerini daily, Epta Imeres, March 3, 1997, p. 22 (discussed).
Kathimerini daily, Epta Imeres, March 8, 1998, p. 30 (illustrated).
Nikolaos Gysis 1842-1901, On the Occasion of the Centenary of his Death, 2001 Calendar, National Gallery and A. Soutzos Museum, Athens 2000 (illustrated).
Y. Papaioannou, *Nikolaos Gysis*, Ta Nea editions, Athens 2006, p. 75 (discussed).

Featured alone on the cover of Gysis' 1995 monograph and mounted prominently in the artist's 2001 major retrospective in Athens, this exquisite Bonhams picture is recognized by scholars as a masterpiece by the great exponent of 19th century Greek painting.

In Melissa editions' *The Greek Painters*, the work is admired as "one of Gysis' finest children's portraits. Captured close up and in full frontal view, it shows only the girl's facial traits, while her head is wrapped in an enormous dark scarf."¹ In a similar vein, Professor C. Christou noted that this head of a child is a Gysis masterpiece. Most of the girl's face is covered by a kerchief to lend more prominence to her eyes. Gysis manages to truly and masterfully convey on the painterly surface the child's very soul, her worries and innocence, the inner depth and honesty of character reflected in her beautiful green eyes.²

This close-up immediacy endows the picture with compelling energy, while the vigorous brushwork generates 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.

Synthesising Gysis' 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 earth tones, highlighted by flashes of colour, solid outlines and lively brushstrokes, the work builds up a vibrant and moving image of remarkable expressive power. The generalised rendering and downplay of descriptive detail point to the artist's concern with purely pictorial issues, impelling the viewer to delve beyond the surface and seek the inner world of the young girl.

1. Y. Papaioannou, "Nikolaos Gysis (1842-1901)" [in Greek] in *The Greek Painters, vol. 1, From the 19th Century to the 20th*, Melissa editions, Athens 1974, p. 153. See also Y. Papaioannou, "Psychographic Portraits" [in Greek] in *Nikolaos Gysis*, Kathimerini daily - Epta Imeres, March 9, 1997, p. 22.

2. See C. Christou, *Greek Painting 1832-1922*, National Bank of Greece edition, Athens 1981, p. 57.





7



8

7

THEOFILOS HADJIMICHAEL (1871-1934)

Saint George
signed in Greek (lower left); dated '1897' (on the reverse)
natural pigments on wood
29.5 x 24 cm.

£6,000 - 8,000
€6,900 - 9,100

8

THEOFILOS HADJIMICHAEL (1871-1934)

Saint John
signed and titled in Greek and dated '1897' (lower part); dated '1897'
(on the reverse)
natural pigments on panel
16.3 x 12.5 cm.

£3,000 - 5,000
€3,400 - 5,700

9

MICHALIS ECONOMOU (1888-1933)

House by the sea
signed 'M. Economou' (lower left)
oil on canvas
60 x 46 cm.

£30,000 - 50,000

€34,000 - 57,000

Provenance

Christie's, Greek Sale, 14 December 1994, lot 91.
Acquired from the above sale by the present owner.

Literature

A. Kouria, *M. Economou*, Adam editions, Athens 2001, no. 134,
p. 257 (catalogued), p. 181 (illustrated).

Economou felt the heartbeat of the Greek seaside landscape and captured something of its unique character, while at the same time conveying his own emotional response to its evocative charm. Here, using swift and freely applied brushstrokes informed by gestural verve, he distilled a mood of tenderness and poetry from an ordinary subject, transforming it into an image of subjective truth—a screen on which the artist has projected his inner wonderland. Exquisite in colour and tone, and faultless in design and execution, this poetic vision of 'humble monumentality' shows him in full command of his artistic powers, which flowered after his return to Greece from France in 1926.

The eye is invited into the picture through the wonderful reflections on shallow still waters in the foreground and then travels upward towards the precipitous cliff in the upper right corner, following the pronounced diagonal of the large stairway which 'rules over' the pictorial space. Two female figures chatting in the middleground soften this upward thrust, while at the same time they enliven the composition with their bright dresses, contributing to the harmony of the whole and welding natural environment, human presence and man-made structures into a compelling entity.

The motif of the house reflected on water, a recurrent theme throughout Economou's oeuvre, echoing distant memories and early experiences, creates a binary scheme finely balanced on the peaceful waterline. As noted by Professor A. Kotidis, the element of reverse symmetry introduced by the reflection of the solid on the fluid, this coexistence of the man-made/solid with the natural/liquid provides the painter a bipolarity that allows him to express his psychological state and find equilibrium in his pictorial world.¹

¹. A. K(otidis) in *Dictionary of Greek Artists* [in Greek], vol. 3, Melissa publ., Athens 1999, pp. 350-351.





(i)

10 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

i. The annunciation
signed 'Ghika' (lower left)
egg tempera on panel
18.5 x 17.5 cm.

ii. Omar Khayyam, The Rubaiyat
signed 'Ghika' and inscribed (on the reverse)
mixed media and collage on card
41.5 x 29 cm.
Painted c.1970-1971.

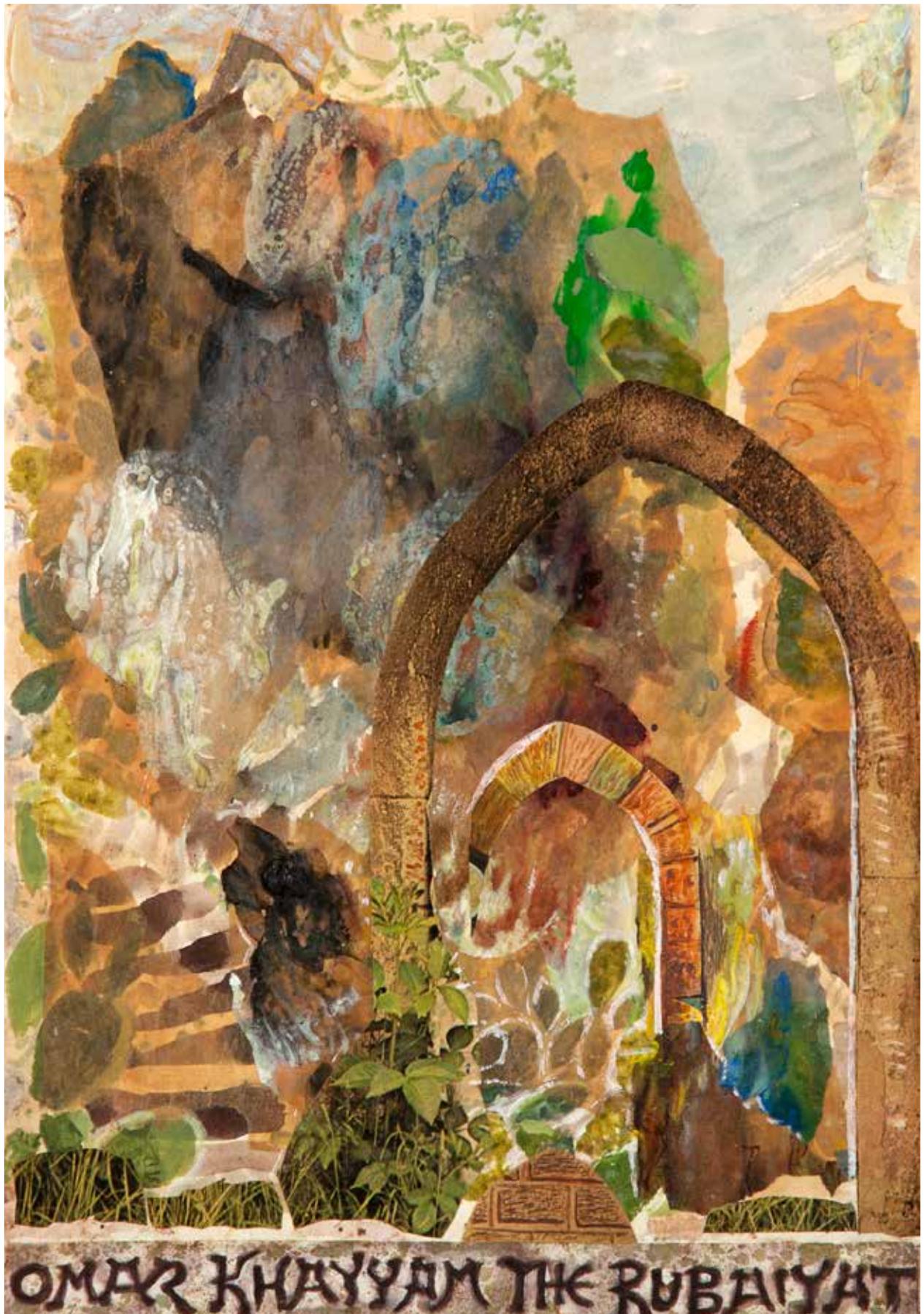
£10,000 - 15,000
€11,000 - 17,000

Provenance

i. Christies London, Impressionist and Modern Art, 29 April 2009, lot 1.
ii. Chicago, Susanin's auction house, 10 February 2007
i. & ii. Acquired from the above sales by the present owner.

Literature

i. K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, p. 102 (discussed), fig. 33, p. 103 (full page illustration).
ii. *Nikos Hadjikyriakos-Ghika, Painting for Books*, Benaki Museum, Athens 2018, p. 16 (referred), fig. 34, p. 43 (illustrated).



(ii)



11

HUGH WILLIAM WILLIAMS (BRITISH, 1773-1829)

Athens

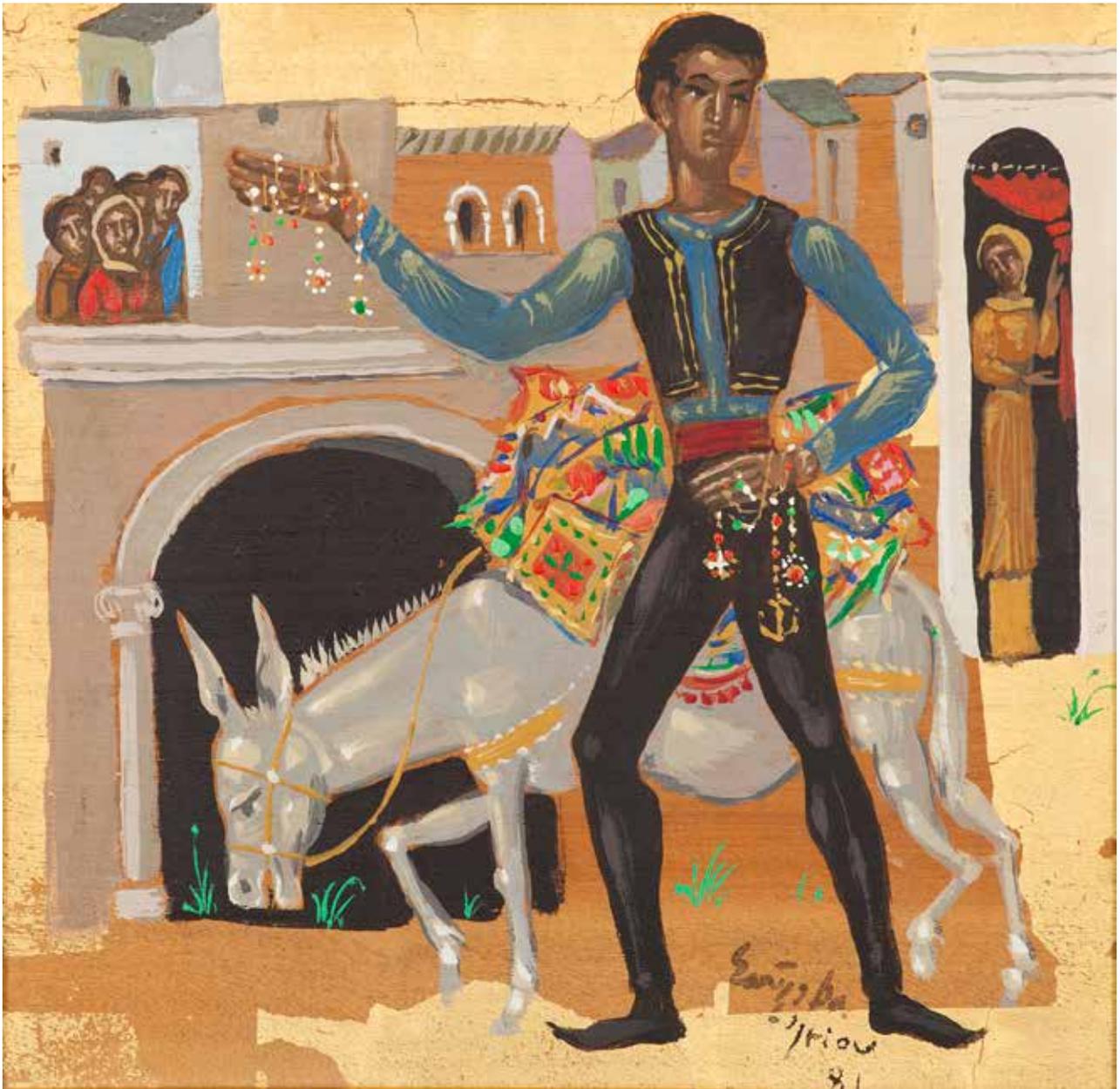
signed and dated 'H.W.Williams 1819' (lower left)

watercolor and pencil on paper

39 x 61.5 cm.

£3,000 - 5,000

€3,400 - 5,700



12 AR

SPYROS VASSILIOU (1902-1984)

The merchant

signed in Greek and dated '81' (lower right)

egg tempera on panel

20 x 20 cm.

£3,000 - 5,000

€3,400 - 5,700

13

PÉRICLÈS PANTAZIS (1849-1884)

Yellow Roses

signed 'Pantazis' (lower right)

oil on canvas

50 x 41.5 cm.

£12,000 - 15,000

€14,000 - 17,000

Provenance

Galerie Georges Giroux, Brussels, auction no. 128, 17 March 1934, lot 132.

Palais des Beaux-Arts, Brussels, 5 December 1990, lot 744.

Private collection, Athens.

Literature

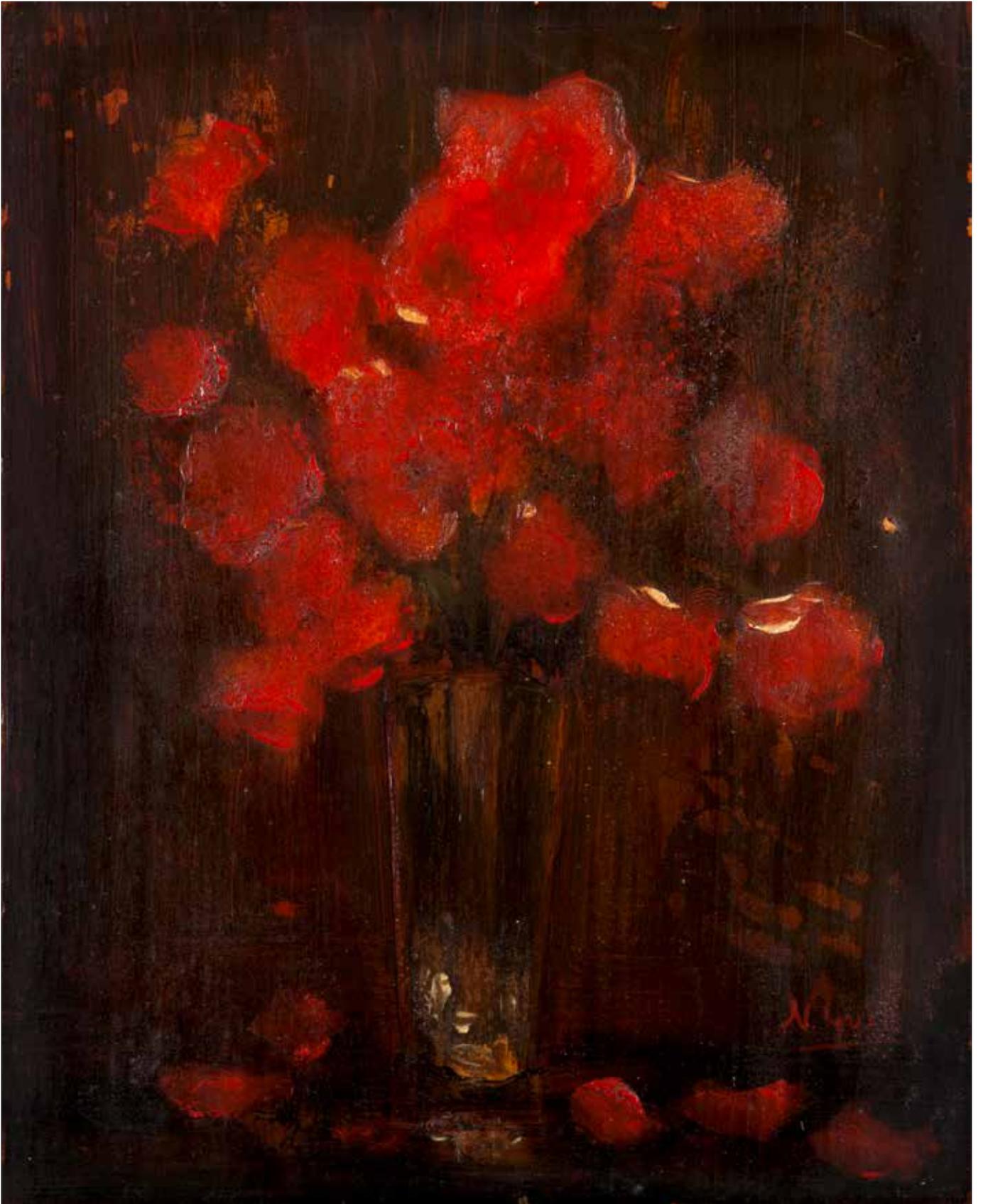
O. Mentzafou-Polyzou et al., *Pericles Pantazis 1849-1884*, Evangelos Averoff-Tositsas Foundation, Athens 1994, no. 167, p. 210

(catalogued), p. 121 (illustrated).

Against a scumbled dark green backdrop wall, comparable to still lifes by Chardin and Boudin, Pantazis juxtaposes an evocative bouquet of roses placed casually in an unadorned vase. Relying on rich, confident brushwork, tactile texture, careful tonal gradations and a restricted palette limited to tones of creamy yellow, peach, pale rose, white and green (recalling Monet's *Two Roses on a Tablecloth*, 1882-83, in the Museum of Modern Art, New York)¹, Yellow roses is an intimate Pantazis, boldly capturing the essence of its subject. Deeply and inventively engaged in the indoor art of still life, Pantazis skilfully combined acute observation with purely pictorial values, producing a masterly effect of objects seeming at once weight-bound and floating in space.

¹. See *Impressionist Still Life*, exhibition catalogue, Museum of Fine Arts, Boston 2002, pp. 144-145.







15

14
NIKOLAOS GYZIS (1842-1901)
Red roses
signed 'N.Gyzis' (lower right)
oil on board
26 x 20.6 cm.

£7,000 - 9,000
€8,000 - 10,000

15 AR
GEORGIOS GOUNAROPOULOS (1889-1977)
Nymph
signed and dated 'G.Gounaro/1949' (lower right)
oil on canvas
65.5 x 50 cm.

£4,000 - 6,000
€4,600 - 6,900

16 AR

CONSTANTINOS PARTHENIS (1878-1967)

The Annunciation
signed in Greek (lower left)
oil on canvas
85.5 x 80 cm.

£350,000 - 500,000

€400,000 - 570,000

Painted in 1910-1911.

Exhibited

Athens, Byzantine and Christian Museum / National Gallery -
A. Soutzos Museum, *Techni Group 100 Years*, June 6 - October 29,
2017 (illustrated in the exhibition catalogue, p. 179).

Literature

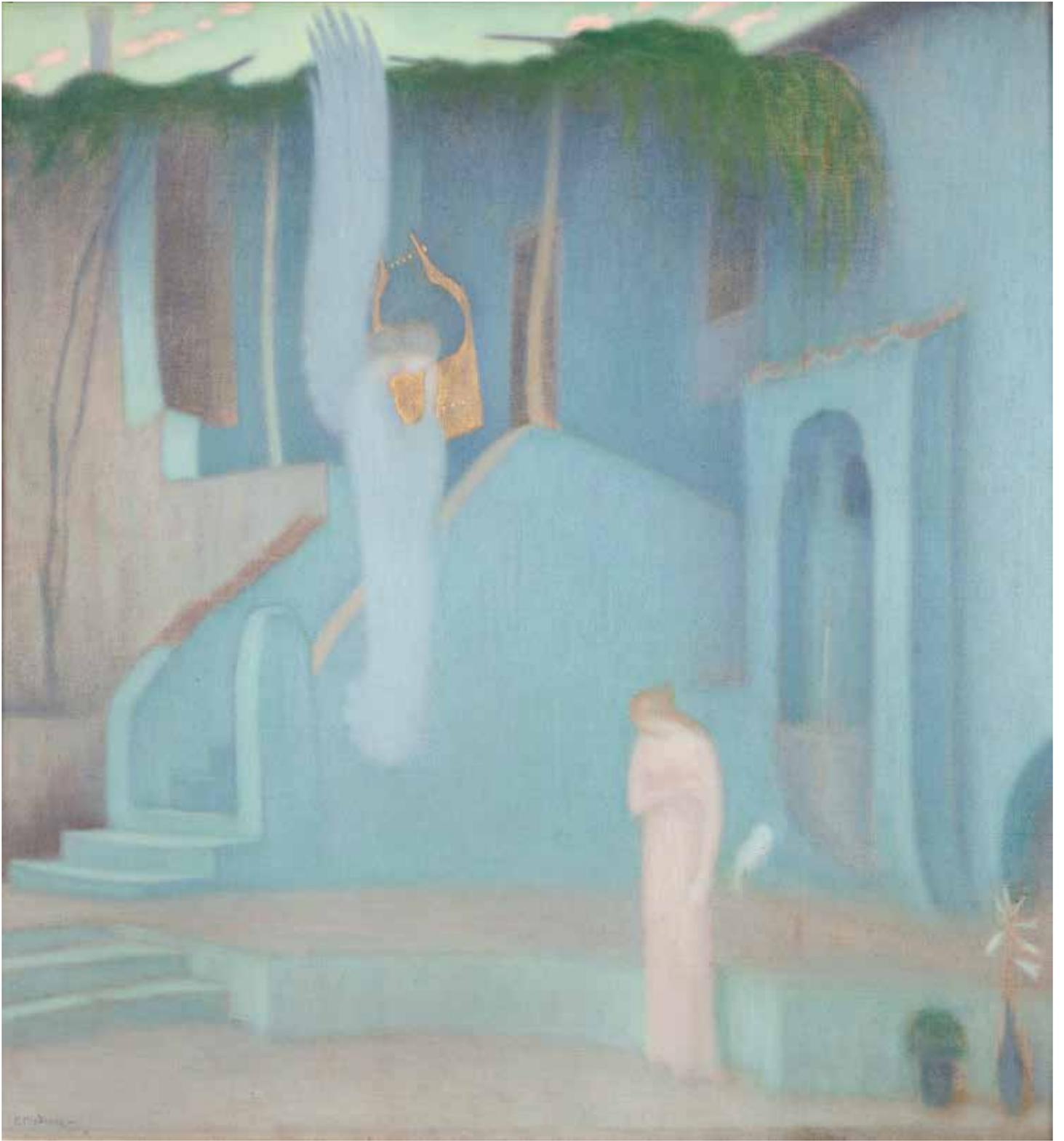
C. Parthenis, 1964 Calendar, Heracles-Olympos General Cement Company, Athens 1963, p. 31 (illustrated).
Eikones magazine, no. 537, February 4, 1966, p. 44 (discussed).
The Greek Painters, 20th Century, vol. 2, Melissa editions, Athens 1975, pp. 24-25 (discussed), no. 28 (illustrated).
S. Lydakakis, *The History of Modern Greek Painting (16th-20th Century)*, *The Greek Painters*, vol. 3, Melissa editions, Athens 1976, pp. 363-365 (discussed), fig. 623, p. 362 (illustrated).
E. Georgiadou-Kountoura, *The Religious Work of Parthenis*, Thessaloniki, 1983, pp. 45-46 (discussed), fig. 4b (illustrated).
Modern Greek Culture 1832-1982, Malliaris-Paideia editions, Athens 1983, vol. 1, p. 169 (mentioned).
E. Georgiadou-Kountoura, *Religious Subjects in Modern Greek Painting 1900-1940*, doctoral dissertation, Thessaloniki 1984, pp. 103 (mentioned), fig. 84 (illustrated).
A. Saragiotis, *Greek Symbolism*, (doctoral dissertation), Thessaloniki 1999, fig. 239, p. 391 (illustrated).
A. Xydis, *Constantinos Parthenis*, Ta Nea editions, Athens 2006, pp. 101, 104, 105, 107 (discussed), pp. 84 (illustrated), 124 (illustrated detail), 141 (illustrated).
E. Mathiopoulos, C. Parthenis, *The Life and Work of Costis Parthenis*, K. Adam editions, Athens 2008, no. 85, p. 418 (catalogued), p. 179 (illustrated).
Y. Souliotis, *Costis Parthenis on Poros*, Sokolis-Kouledakis editions, Athens 2013, p. 62 (listed), p. 60 (illustrated detail), p. 64 (illustrated).

A masterpiece of early 20th century European art and one of the greatest pictures ever painted by a Greek artist, *Annunciation*—among Parthenis' most famous compositions—is a mesmerizing work of dazzling virtuosity and timeless elegance. Ethereal, idealized and weightless figures captured in translucent colours and feathery forms, occupy a purified world of universal peace and divine harmony, conveying an uplifting feel and provoking the viewer's emotional and spiritual participation. With its masterful design, deeply poetic atmosphere, abstractive stylisation of dematerialised form and audacious sense of newness, *Annunciation* lies at the very core of Parthenis's achievement, reflecting the vision of a great European artist laden with age-old memories who was entranced by the optimism and boldness of the nascent twentieth century.

Parthenis was one of the first artists to infuse the forces of renewal in Modern Greek painting, distancing it from academic pictorial formulas and turning it towards the liberal artistic movements and avant-garde trends taking place in Europe in the early years of the 20th century. During his seven-year stay (1897-1904) in Vienna, one of the great centres of European modernism, he became familiar with Viennese

Jugendstil and especially the work of Gustave Klimt. "The music of colours, first introduced by Klimt, was taken up only by Parthenis among Greek artists."¹ This kind of musical quality, poetic atmosphere, subtle colour harmonies and delicate flow of line, so evident in *Annunciation*, echo the achievements of the great Viennese artist. (Compare G. Klimt, *Beethoven Frieze*, 1901, Secession Building, Vienna.)

Later, during his stay in Paris (1909-1911), where he painted his *Annunciation*, Parthenis came in close contact with symbolist circles and was exposed to the work of the great symbolists Puvis de Chavannes, Gustave Moreau, Odilon Redon and, especially, Maurice Denis, who not only sought to discover the sacred in daily life, reinvesting art with a deeper, more spiritual meaning, but also practiced religious painting as a distinct genre. The idealistic and mystical atmosphere of the French painter's religious works, together with certain stylistic features, such as the handling of light, the soft, smooth harmony of colours, and the highly stylised rendering of the human figure, had a strong impact on Parthenis² and nowhere is this more evident than in *Annunciation*, a work of heightened poetic and spiritual content. Its ethereal style and the





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Hermitage Museum, Saint Petersburg, Henri Matisse, *The conversation*, 1911

suggestion of a deeply transcendental atmosphere reflects the ongoing efforts by Denis and Georges Desvallières to renew Christian art, which culminated in the first Exposition Internationale de l'Art Chrétien Moderne at the Louvre's Pavillon de Marsan in November 1911.³

This emblematic Parthenis is a fine example of painterly Symbolism, of which Denis was a lucid spokesman and the great Matisse a leading exponent. Handled with simplified forms and painted entirely in a restricted range of cool colours that endow the pictorial surface with an extraordinary luminosity, *Annunciation* creates an emotional effect which accentuates the encounter of the two figures—the Virgin Mary and the Angel—recalling Matisse's *The Conversation*, 1911 (Hermitage Museum, Saint Petersburg), an emblematic picture painted the same time as *Parthenis*'. In both paintings, the action concentrates on the two main protagonists and is not debilitated by the inclusion of other figures or secondary scenes. As a result, the dramatic intensity reaches its highest point and is sustained by purely pictorial means. The focused attention on the interaction of the two figures and the frugality of the compositional scheme, dominated by austere harmonies of shapes and colours, endow the pictorial surface with additional vitality and enhanced content. Furthermore, both paintings allude to a type found frequently in early Renaissance Annunciation pictures. The verdant landscape seen through Matisse's window and the immaterial architecture in *Parthenis*' painting both echo the *hortus conclusus*, the walled garden, which stands for Mary's undisturbed chastity. Although Matisse's is not a religious picture, there is something equally spiritual in the encounter of the two figures.⁴

An audacious modern work of spiritual uplift and poetic feel that both draws from and shares in the visions and breakthroughs of the early 20th century avant-garde, *Annunciation* demonstrates an ingenious fusion of liberal artistic trends and modernist formal principles with traditional subject matter and the idealism inherent in symbolist themes. Drawing from indigenous cultural experiences, including archaic and classical Greek vase painting models (note the gentle inclination of the Angel's head captured in sharp profile) and Byzantine art conventions (note the austere postures and the peculiar, two-dimensional perspective),⁵ it formulates an entirely new "Greek canon" based on the boldness of the artist's personal style and subjective interpretation. As noted by Athens National Gallery Director D. Papastamos, "Parthenis fully utilised the Greek aesthetic tradition starting out from where El Greco left off."⁶

Deviating from the standard medieval and Renaissance depictions of the subject that place the meeting of the two sacred figures in Mary's chambers, *Parthenis* set the scene outdoors, in a vaguely defined space, which is identified with the courtyard of the holy monastery of Zoodochos Pege on the island of Poros. *Parthenis* probably painted the setting during his eight-month stay on the island in 1907, commissioned with the wall paintings in the church of Saint George, adding the figures of Archangel Gabriel and Virgin Mary at a later stage.⁷

The action takes place before the monastery's walled-in fountain (an allusion to Virgin Mary as a fountain of life) according to the description of the apocryphal Gospel of James: "...and went down to fill it with water; and behold a voice saying, "Rejoice, O' favored one..."⁸. The

‘Annunciation is Parthenis’ silent oratorio. Only a great artist can offer such gifts to humankind.’

- Z. Papantoniou, former Director of the National Gallery, Athens

Annunciation at the fountain is known as the first Annunciation (the second, according to apocryphal texts, takes place in Mary’s chambers) and is found mostly in Eastern art from the early Christian era and, later, in the 11th c. wall paintings in Kiev and the St. Mark mosaics in Venice, in the 14th c. mosaics in the Chora Monastery (Kariye djami) and the 15th c. wall paintings of the Pantanassa Monastery in Mystras among others.⁹ Moreover, Parthenis’ composition shares a common if secondary iconographical element with the Pantanassa Annunciation, namely the potted basil plant on the lower right corner, which, as noted by Millet¹⁰, is of western origin. According to holy Christian tradition, the potted basil is considered blessed because St. Helen discovered the Holy Cross led by its fragrance.¹¹ The vase with the white lily next to it is of the same origin, denoting Mary’s perpetual virginity, while the trailing vine in the background indicates the Garden of Eden.

Occupying the right hand side of the painting, the Mother of God is depicted standing upright like a slender ancient Greek kore in a pale-rose virginal dress, with her right hand before her chest while submissively lowering her head in a pictorial translation of the words “Behold, I am the handmaid of the Lord; let it be to me according to Your word” (Luke 1, 38). In her left hand she holds the distaff¹² she was occupied with just moments ago. From the top, the Angel descends like a celestial flame in a long milky-blue tunic and stands suspended in midair,¹³ his large vertical wings symbolizing unwavering faith and suggesting the great course of descent from the heavens. Drawing from the poetic and inspiring atmosphere of the symbolist era, angels represent a recurrent theme in Parthenis’ work throughout his career. Interestingly, when the artist produced works intended for worship, the angel wings were given a small, conventional shape. However, in his paintings not intended for worship, they were stylised in a geometric Art Deco fashion. Moreover, these stylised wings equalled or exceeded the angel’s height.¹⁴ (Compare *Prayer in the Mount of Olives*, c. 1930, sold by Bonhams, Greek Sale 9.4.2014, lot 24.)

Discussing the painting in Melissa editions’ *Greek Artists of the 20th Century*, art critic A. Xydis noted that “the entire area of the courtyard is bathed in a diffuse blue light that creates a purified atmosphere of devotion and prayer, as if the holy encounter takes place in the silent depths of the sea. The work’s compositional scheme is far more advanced than in his *Slope*,¹⁵ which was awarded the first prize at the 1910 Salon d’Automne in Paris. Abbreviated shapes translated into evocative symbols, fine lines and curvilinear motifs, translucent forms and sensitive, diluted colours applied on the reverse (brown) side of the canvas to better capture the spiritual immaterialisation of the so called *acheiropoietos* Byzantine icons,¹⁶ create a magical dreamscape of pure poetry, a vision that can dissolve at any moment, a transient melody that can fade away before registering on our consciousness.¹⁷ The whole earth is lit by grace, giving the painting an allegorical evocation, elegiac feel and universal character.

Annunciation introduces a significant iconographic innovation: rather than a lily, Archangel Gabriel is holding a lyre¹⁸—a direct reference to classical antiquity demonstrating Parthenis’ view of the unbroken continuity of Greek civilization.¹⁹ This highly original deviation also alludes to the orphic roots of Christianity as part of fin-de-siècle theosophical beliefs popularised by Edouard Schuré in his book *Les Grands Initiés*, in which Orpheus is considered one of humankind’s great initiators.²⁰ A recurrent subject in Parthenis’ art (compare *Orpheus and Eurydice*,



Belvedere Wien, Gustav Klimt, *Die Poesie* (Detail Beethovenfries), 1901/02

Bonhams Greek Sale, December 12, 2007, lot 89), Orpheus, the son of Apollo, the god of music, and Calliope, the muse of epic and elegiac poetry, is one of the most familiar figures in Greek mythology. His lyre was a gift from his father, and he was taught the art of playing by the muses themselves. The tradition relates that when Orpheus played his lyre, the wild beasts grew tame, the fish came out of the water and even the trees turned towards him.²¹

The lyre-holding angel also alludes to a direct association of the divine word with music. The salutation of the Virgin Mary, the announcement of this great miracle of the immaculate conception of the Son of God, is made in the language of music.²² The two figures seem enraptured by the divine melody, while the surrounding architectural structures, with their immaterial volumes, graceful lines and melodious forms, look as if they follow the sound of music, irresistibly submitting to the word of God and accentuating the overall feel of spiritual uplift.

In such an evocative setting charged by timeless references, the winged figure, tenderly touching the lyre strings with his right hand and filling the space with the sounds of colour, is identified with the idea of music as a lofty symbol of universal order, harmony and peace. “By dematerialising form and giving shape to ideas, Parthenis creates a musical quality; in other words he lifts painting to the realm of music, the most immaterial of all arts.”²³ Parthenis himself was an ardent lover of classical music and, accompanied by his wife, he often attended Sunday concerts and recitals at the Municipal Theatre, the Olympia and the Kentrikon music halls.²⁴

Laden with spiritual values, lofty ideals and timeless visions, Parthenis' *Annunciation* is a highly original work that recapitulates the philosophical and religious quests of a great European master. All compositional elements are rendered by means of the painter's distinct formal vocabulary: limited palette, dematerialised shapes, masterful design and dilute, translucent application of paint. Austere, delicate lines, which echo the simplicity of ancient Greek vase painting, support the compositional structure with curvilinear forms, creating a suggestive atmosphere of linear elegance and diffuse idealism. Every inch of the pictorial surface shows how the painter exploited the essentially expressive nature of his formal repertoire to offer a poetic, idealised experience. "It can be argued that in Parthenis' work the artist's pronounced religiosity identifies with his formal means; in other words he considered the various formal and visual elements that made up his compositions to be loaded with symbolic import, the same way the Pythagoreans thought of numbers as symbols. Parthenis' religiosity is manifest in his listening to his inner voice, which makes him extol the world."²⁵ An older version of the painting offered at auction was allegedly awarded at a religious art exhibition in Paris, and received the National Excellence Award in 1920, while a much smaller version dedicated to A. Papanastasiou is held by the National Gallery in Athens.

As noted by Zacharias Papantoniou, the great scholar and Director of the Athens National Gallery from 1918 to 1940, "Parthenis' *Annunciation* is a creation of inner harmony that subordinates and leads the picture's compositional elements. The wonderful and daring experimentations of impressionism found in it were subjugated by the painter's emotional disposition, which determined both light and line. The angel descends and hovers on a strict vertical, which immediately conveys a shiver of heavenly grace. This vertical is much like a blaze, a revelation, a sudden union of the human and the divine. On this vertical, this blaze of the absolute, bows a curvilinear form—the Virgin Mary of the *Annunciation*—to receive the holy grace. The lily is not held by the angel. It is in the poor maiden's vase... It was already part of her life, it had blossomed in her soul. What artistic brilliance, what a creation of a translucent, delicate and eternal symbol! Every human soul that has known pain and humility can identify with this symbol. To the humility and purity of many human souls the painter offers this eternal Christian image. Only a great artist can offer such gifts to humankind. *Annunciation* is Parthenis' silent oratorio."²⁶

Annunciation was a crown jewel in the famous collection of Dionysios Loverdos (1877-1934), cofounder of Laiki Bank together with his brother Spyros. Parthenis's relationship with the Loverdos brothers was particularly close. Emmanuel Zepos, one of the artist's leading students, insisted that "Parthenis only sold to Loverdos and Papastratos."²⁷ As patrons of the arts, they consistently supported him, acquiring important and emblematic works, including the historic *Apotheosis of Athanasios Diakos* and the contemplative *Prayer in the Mount of Olives* (sold by Bonhams, Greek Sale, April 9, 2014, lot 24), at exceptionally high prices and entrusting him with the artistic supervision of the Dionysios Loverdos Museum of Byzantine and post-Byzantine art. "Considering the deep religiosity of Parthenis and the Loverdos brothers, we could posit that these two cultured intellectuals and art-loving bankers exercised a highly productive influence on the painter, wholeheartedly and open-handedly supporting the establishment of a modernist neo-Byzantine artistic style."²⁸

³ E. Mathiopoulos, *The Life and Work of Costis Parthenis* [in Greek], K. Adam editions, Athens 2008, p. 44. See also M. Lambraki-Plaka, "Religious Themes and Sanctity of Touch in Constantinos Parthenis's Painting" in *Religious Subjects in Modern Greek Painting, Parthenis and the Sanctity of Touch*, exhibition catalogue, Maria Tsakos Foundation - International Center of Maritime Research and Tradition, Chios / National Gallery and Alexandros Soutzos Museum, Athens 2015, p. 9-11.

⁴ For a comparative discussion on Denis' and Matisse's art see J. Lee, "Denis and the Ecole de Matisse" in *Maurice Denis, 1870-1943*, exhibition catalogue, Paris 1994-95, pp. 61-71. See also C. Christou, *Constantinos Parthenis, Vienna, Paris, Athens*, Foundation for Hellenic Culture, Athens 1995, p. 108.

⁵ A. Kotidis, "The Influence of Hellenic Art on the Work of C. Parthenis", Actes du XVIII^e Congrès de l' AICA, Greece, 1984, p. 150.

⁶ D. Papastamos, *Painting 1930-1940*, Astir Insurance editions, Athens 1981, pp. 14-15.

⁷ Mathiopoulos, *The Life and Work of Costis Parthenis*, p. 44; Y. Souliotis, *Costis Parthenis on Poros* [in Greek], Sokolis-Kouledakis editions, Athens 2013, pp. 57.

⁸ See *Evangelia Apocrypta*, C. Tischendorf editions, Leipzig 1853, p. 21.

⁹ See E. Georgiadou-Kountoura, *The Religious Work of Parthenis* [in Greek], Thessaloniki, 1983, pp. 45-46. See also G. Millet, *Recherches sur l'iconographie d'Evangile*, Paris 1917, pp. 67-92.

¹⁰ Ibid, p. 91.

¹¹ Y. Souliotis, *Costis Parthenis on Poros*, pp. 57-58.

¹² The distaff is an age-old means by which women traditionally express their creativity and emotions. Ibid, pp. 57-58.

¹³ The hovering angel motif is reminiscent of the lyre-playing figure in the *Sacred grove beloved by the arts and the muses* (1884/89) by Puvis de Chavannes, of the *Virgin at the foot of the Cross* by Eugène Carrière (1894/97), and the *Muse* (c. 1898) and *Orpheus* (c. 1894) by Henri Martin, as well as the art of the Nabis, especially Maurice Denis (*Catholic Mystery*, 1890). See E. Georgiadou-Kountoura, *Religious Subjects in Modern Greek Painting 1900-1940* [in Greek] doctoral dissertation, Thessaloniki 1984, note 50, p. 122.

¹⁴ See A. Kotidis, *Modernism and Tradition in the Greek Art of the Interwar Period* [in Greek], Thessaloniki 1993, pp. 128-129.

¹⁵ A. Xydis, "Constantinos Parthenis (1878-1967)" [in Greek] in *The Greek Painters, 20th Century*, vol. 2, Melissa editions, Athens 1975, pp. 24-25.

¹⁶ Holy paintings thought to have been created without the intervention of human hand.

¹⁷ See S. Lydakis, "The Stylistic Evolution of Constantinos Parthenis", p. 21.

¹⁸ The lyre is featured in a number of Parthenis's compositions, including *Calypso* (Y. Perdios collection, Athens) and *Night Reflects my Sorrow* (Bonhams Greek Sale, December 13, 2007, lot 72).

¹⁹ M. Lambraki-Plaka, *Mothers and Children in Modern Greek Art, 2016 Calendar*, National Gallery and Alexandros Soutzos Museum, Athens 2016, p. 12.

²⁰ See E. Schuré, *Les Grands Initiés, Esquisse de l'Histoire Secrète des Religions*, Paris 1889, See also E. Mathiopoulos, *The Life and Work of Costis Parthenis*, p. 44, and *Greek Participation in the Venice Biennales 1934-1940* [in Greek], doctoral dissertation, vol. 1, Rethymno 1996, pp. 441-444.

²¹ As noted by the great German-American philosopher Herbert Marcuse, "Orpheus is the archetype of the poet as liberator and creator; he establishes higher order in the world—an order without repression. In his person, art, freedom and culture are eternally combined. He is the poet of redemption, the god who brings peace and salvation by pacifying man and nature, not through force but through song." H. Marcuse, *Eros and Civilization*.

²² See N. Zias, "Annunciation - Poetry" in *Constantinos Parthenis, Force - Poetry, Annunciation*, exhibition catalogue, Museum of the City of Athens - Vouros-Eutaxias Foundation, Athens 2009, p. 9.

²³ Z. Papantoniou, "Parthenis's Art" [in Greek], Patris daily, January 19, 1920.

²⁴ K. Iliadis, *The World of Art in the Period Between the Wars* [in Greek], Athens 1978, p. 101.

²⁵ E. Mathiopoulos, "The Voice and Silence of C. Parthenis" [in Greek], Utopia magazine, no. 1, May-June 1992, p. 152.

²⁶ Z. Papantoniou, "Parthenis's Art", Patris daily, January 26, 1920.

²⁷ As quoted in A. Kotidis, *On Parthenis*, University Studio Press, Thessaloniki 1984, p. 52. "Parthenis didn't sell to anyone he didn't know nor to people he wasn't sure where and how they would hang his paintings." D. Pavlopoulos in A. Domenikou, *Euthyfron Iliadis, Artist and Antiquities Dealer from Asia Minor*, Vivliopoleio ton Bibliophilon, Athens 2008, p.8.

²⁸ E. Mathiopoulos, *The Life and Work of Costis Parthenis*, pp. 66-68. See also A. Kouria, "Collectors and Modern Greek Art in the First Half of the 20th Century" [in Greek], Istoría tis Technis magazine, no. 3, Winter 2014-15, p.77.

¹ "Painting" [in Greek], Pinakothiki journal, January 1904, p. 224. See also E. Mathiopoulos, "The reception of Parthenis's Work" in *Art Grows Feathers in Pain* [in Greek], Potamos editions, Athens 2005, pp. 574-594, and D. Papastamos, "The Influence of Jugendstil in the Art of K. Parthenis", *Zygos Annual Edition of the Hellenic Fine Arts*, vol. III/1984, pp. 82-88.

² A. Kouria, "Greek Painters and the Nabis Movement" [in Greek] in *Metamorphoses of the Modern, The Greek Experience*, exhibition catalogue, National Gallery and Alexandros Soutzos Museum, Athens 1992, p. 379. See also S. Lydakis, "The Stylistic Evolution of Constantinos Parthenis" [in Greek], *Zygos magazine*, no. 50, November-December 1981, p. 20.



Work with frame

17

CONSTANTINOS MALEAS (1879-1928)

Landscape with cypresses
signed in Greek (lower right)
oil on cardboard
45 X 32 cm.

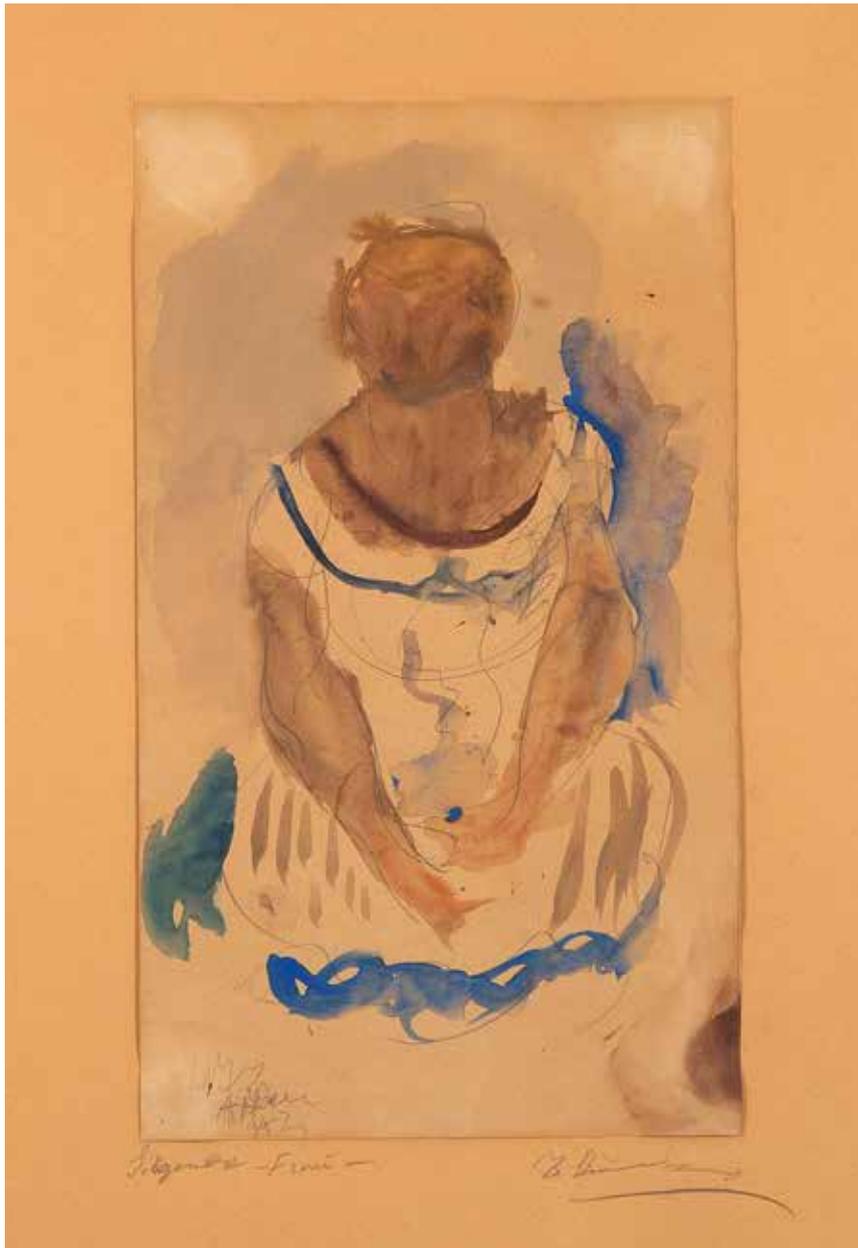
£18,000 - 22,000

€21,000 - 25,000

Provenance

Private collection, Cairo and thence by descent to the present owner.





18 AR

GEORGIOS BOUZIANIS (1885-1959)

Sitzende Frau
initialled and dated 'Athen/42' (lower left); signed and titled
'Sitzende Frau Jo Buzianis' (on the passepartout)
watercolor on paper
36.5 x 27 cm.

£6,000 - 8,000
€6,900 - 9,100

Painted in 1942.

Provenance

Koula Marangopoulou collection, Athens.

Exhibited

Athens, National Gallery and A. Soutzos Museum, *Georg Bouzianis*,
June-September 1977, no. 104 (listed, p. 51, and illustrated in the
exhibition catalogue, p. 77).

Athens, Zygos Gallery, *Georgios Bouzianis Watercolours and
Drawings*, October 30 - November 12, 1979, no. 3.

Athens, National Gallery and A. Soutzos Museum, *Yorgos Bousianis*,
October 21 - December 8, 1985, (discussed, pp. 48, 58, and
illustrated in the exhibition catalogue, pp. 47, 57, fig. 42).

Literature

Epikaira magazine, no. 587, November 1, 1979, p. 22 (illustrated).

Bouzianis Watercolours, Agra editions - The Friends of Bouzianis',
Athens 1982, p. 86 (listed), p. 68 (illustrated).

Eikastika magazine, no. 48, December 1985, p. 34 (illustrated).

Lexi magazine, no. 84, May 1989, p. 375 (illustrated).



19 AR

GEORGIOS GOUNAROPOULOS (1889-1977)

Ode de la mer

signed 'G. Gounaro' (lower left)

oil on canvas

65 x 80 cm.

£8,000 - 10,000

€9,100 - 11,000

Provenance

Private collection, Athens.

20 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Montée à Santorin

signed and dated 'GHIKA 62' (lower left); signed, dated and titled
'Ghika 62/Montée à Santorin' (on the reverse)

oil on canvas

76 x 50.5 cm.

£40,000 - 60,000

€46,000 - 69,000

Painted in 1962.

Literature

K. C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, no. 330, p. 103 (illustrated).

From 1961 to 1965 Ghika turned to depictions of insular towns verging on metaphysical abstractions. "The pronounced calligraphic gestures, the convolutions of tender and fragile intensity, which had been long-established points of reference in his work, find new outlets. His landscapes become denser, more secret. The angular microgeometry is hidden under a continuous paroxysm of spiralling curves. Ruins, trees, leaves, stalks, walls are perpetually spinning in uncertain orbits."¹ The maze of narrow streets and whitewashed buildings rolling towards the sea evokes a mysterious and uncanny presence, culminating in a body of highly geometric works, inspired by the labyrinthine architectural complex of Santorini's dramatic clifftop towns.²

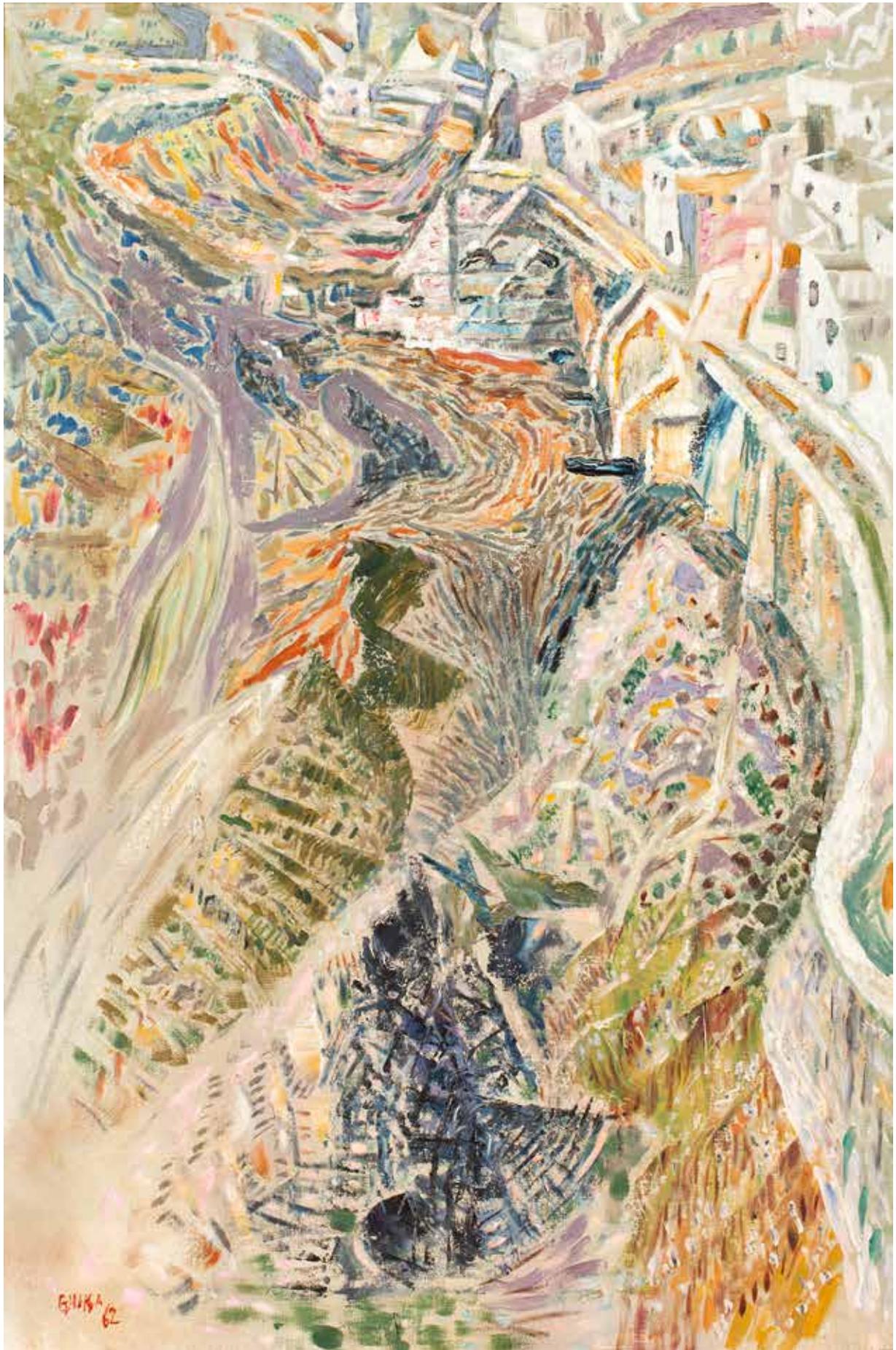
A pulsating landscape of magical Santorini, this "queen of Aegean pulses and wings", charged with dionysiac energy, *Montée à Santorin* 1962 sweeps the crooked lines of the whitewashed walls into a cosmogonic whirlpool. As perceptively noted by A. Prokopiou, "Ghika seems to lay the island open with a vertical incision to reveal its inner world. He even traces it under the surface of the sea, seeking its chthonic roots, down to the very core of its mysterious geological origins."³ The rhythmically developed and spatially contorted depictions of Byzantine towns -used as backdrops for religious subjects in much of icon painting, are transformed by Ghika into an intricate lacework of angles and curves.⁴

¹. D. A. Fatouros, "The Painting of Nikos Hadjikyriakos-Ghika: Referenses and Sensations" in *N. Hadjikyriakos-Ghika, the Apollonian-the Dionysian*, exhibition catalogue, Benaki Museum, Athens 2006, p. 72.

². See N. Petsalis-Diomidis, "Ghika's Painting" [in Greek], in *N. Hadjikyriakos-Ghika*, Kathimerini daily, Epta Imeres, January 15, 1995, p. 18.

³. A. Prokopiou, *History of Art 1750-1950* [in Greek], Pechlivanidis editions, Athens 1969, p. 342.

⁴. See H. Kambouridis, G. Levounis, *Modern Greek Art-The 20th Century*, Athens 1999, p. 123.





21 AR

THEOFRASTOS TRIANTAFYLLIDIS (1881-1955)

Still life with roses
signed in Greek and dated '29' (lower right)
oil on canvas laid on board
32.5 x 28 cm.

£5,000 - 7,000

€5,700 - 8,000

Provenance

Private collection, Athens.

Literature

Antonis Kotidis, *Triantafyllidis Another Thirty in painting*, University Studio Press, Thessaloniki 2002, no 84, p. 188 (illustrated).



22 AR

THANOS TSINGOS (1914-1965)

Red and yellow flowers on green background
signed and dated 'Tsingos/61' (upper left)
oil on cardboard
50 x 70 cm.

£5,000 - 7,000

€5,700 - 8,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



(i)

23 AR

JEAN LURCAT (FRENCH, 1892-1966)

i. *Le Grec*, 1927
signed 'Lurcat' (lower left)
oil on canvas
100 x 73 cm.

ii. *Le Turc*, 1926
signed and dated 'Lurcat 26' (lower right)
oil on canvas
131 x 81 cm.

£40,000 - 50,000
€46,000 - 57,000

Provenance

Sotheby's London, Impressionist and Modern Art, 19 October 2006,
lot 66 and lot 67.
Acquired from the above sale by the present owner.

Exhibited

ii. Angers, Musée d' Angers, Centenaire Lurçat August 1992.

Jean Lurçat (1892-1966) was a French painter and great tapestry designer. During his art studies in Paris he met Matisse, Cézanne, and Renoir, while his circle of friends included Rainer Maria Rilke and Antoine Bourdelle. He exhibited in various European art centres throughout the 1920s. In 1924 he visited Greece and Asia Minor and in 1927 he departed for the Orient and spent the summer in Greece and Turkey. In 1928 he returned to Greece before embarking for the United States of America, for his first exhibition in New York. In 1932, he showed alongside Matisse, Picasso, Braque and Derain. In the postwar period, he was instrumental in the revival of French tapestry, inspiring artists like Picasso to take up tapestry design.



(ii)

THEOFILOS HADJIMICHAEL (1871-1934)

Markos Botsaris, The battle of Kefalovryssio in Karpenissi
 inscribed in Greek (upper part)
 natural pigments on canvas
 70 x 89 cm.

£40,000 - 60,000

€46,000 - 69,000

Painted in the early 20th century.

Provenance

Constantinos Koumbas collection, Mytilene.
 Inherited from the above by the present owner.

Literature

M. Moschou, *On Theofilos Hadjimichael's Biography*, doctoral dissertation, Athens 2005, vol. 3, III.8, pp. 39-40 (referred), fig. 8b (illustrated).

A.Hadjiyannaki, *Theofilos*, K. Adam editions, Athens 2007, p. 4 (illustrated).

A celebrated hero of the Greek War of Independence who distinguished himself by his courage, resolve, wit and skill as a partisan leader in western Greece, the Souliote Markos Botsaris is a recurrent subject in Theofilos's iconography throughout his artistic career. As noted by the prominent historian C. Paparrigopoulos, "Markos Botsaris was one of the bravest and most honest Greek chieftains. None was his equal when it came to dedication and bravery. His virtuousness was reflected by his facial features, while his goodness was evident in his manners and words."¹

In 1823, the Turks' western campaign achieved little success. An advance detachment from the army of Omer Vryonis, numbering almost five thousand men under the command of Mustai Pasha, marched south to the town of Karpenissi without meeting any resistance from the Greeks. But, on the night of August 21, Botsaris with a handful of Souliotes surprised the Ottomans and made straight for the tent of the Pasha, which was pitched in an enclosure. The Turks suffered heavy losses and it seemed a great victory would be won, but fate took a hand. Botsaris was shot and died instantly at the moment of victory. The Souliotes withdrew immediately, carrying away the body of their revered leader, and the Turks escaped total destruction. Two days later, the body of Botsaris was buried in Missolonghi with the honours due to a national hero. In Europe the news of his death saddened the growing numbers of those supporting the Greek cause.²

'At midnight, in his guarded tent,
 The Turk was dreaming of the hour
 When Greece, her knee in suppliance bent,
 Should tremble at his power.
 At midnight, in the forest shades,
 Bozzaris ranged his Suliote band,—
 True as the steel of their tried blades,
 Heroes in heart and hand.'

- "Marco Bozzaris" by Fitz-Greene Halleck (1790-1867)

In this captivating picture, Botsaris is shown standing triumphant before the Pasha's tent, holding a yataghan in his right hand. Theofilos used the same iconographical type as in his single-figure compositions of the hero, the difference being that instead of raising the banner of the Greek Revolution, Botsaris is here using the exact same gesture to lift the tent's flap and strike the surprised Pasha, who is still reclining in the midst of a raging battle. In other words, although incorporated in a multi-figure composition, the hero retains his single-figure iconographical type. He stands upright and looks magnificent and invulnerable at the height of his glory, while death is lurking in the shape of a black Saracen on the right who, according to legend, mortally wounded the hero. What the Greeks admired about Botsaris is that he died a triumphant, heroic death—and that's exactly what Theofilos portrayed in this powerful composition.³

¹. See C. Paparrigopoulos, *History of the Greek Nation* [in Greek], vol. XII, Athens 1925, p. 130.

². See P. Paroulakis, *The Greek War of Independence*, Hellenic International Press, Darwin, 2000, p. 99; J. Braddock, *The Greek Phoenix*, Coward, McCann & Geoghegan editions, New York 1973, p. 126; S. Minta, *On a Voiceless Shore*, Byron in Greece, Marion Wood editions, New York, 1998, p. 226.

³. See E. Mykoniatis, *The 1821 Revolution in Painting* [in Greek], doctoral dissertation, Aristotelian University of Thessaloniki, 1979, p. 50; G. Petris, *The Painter Theofilos* [in Greek], Exandas editions, Athens 1978, p. 47-48.



Ὁ φόνος τοῦ Τσαλά τῆμα παρὰ ὑπο τοῦ
ἀναταξιογραφῆ τῶν Τούρκων τῷ 1823 Ἀυγού

Μάρκου Βάσσαρη ἡ νίκη τῶν Ἑλλήνων ἐν Καρπενήσῳ
στοὺς ἐξοθάντας τὸ ἀρχηγὸν Μιρμυὸς Βάσσαρη.

25

MICHALIS ECONOMOU (1888-1933)

Martigues

signed 'M. Economou' (lower right)

oil on canvas

33 x 46 cm.

£15,000 - 20,000

€17,000 - 23,000

We are grateful to Aphroditis Kouria for her assistance in authenticating this lot.

A recent find and important addition to the artist's Paris oeuvre, this evocative representation of weather-beaten seaside houses rendered in highly textured forms, is a vision of 'humble monumentality' suspended between real time and memory. During his twenty-year stay in the French capital (1906-1926), Economou travelled extensively throughout Bretagne, Normandy and the south of France, especially the area around Martigues,¹ depicting quaint streets, weathered houses and old mills captured in a wide range of subtle tonalities. Although these monolithic seaside structures have a sculptural quality that articulates a sense of stability and permanence, the whole subject generates a poetic atmosphere more like a distant, vague recollection than an actual sense experience. This distilled mood is accentuated by the foreground reflections—a favourite and recurrent theme throughout Economou's career—and an elusive sense of human presence, suggested rather than actually depicted at the balcony door.

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.





26^{AR}

SPYROS VASSILIOU (1902-1984)

Chamomile Field

signed in Greek and dated '61' (lower center)

egg tempera on panel

94 x 170 cm.

£12,000 - 18,000

€14,000 - 21,000

Provenance

Bonhams, The Greek sale, 20 May 2008, lot 84.

Acquired from the above sale by the present owner.



27^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Leaves

oil on canvas laid on board

45 x 55 cm.

£12,000 - 18,000

€14,000 - 21,000

This Dionysian work 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."¹

"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."²

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

². H. Livas, *Contemporary Greek Artists*, Vantage Press, New York, 1993, p. 11.

28^{AR}

CONSTANTINOS PARTHENIS (1878-1967)

Landscape with trees

bears signatures from the artist's works inventory (on the reverse)

oil on canvas laid on cardboard

38 x 35.5 cm.

£20,000 - 30,000

€23,000 - 34,000

Provenance

Nicholaos Parthenis collection, Athens.

S. Michalarias, 12 November 1991, lot 57.

Acquired from the above sale by the present owner.

Upon his return to Greece from Paris in 1911, Parthenis stayed in Corfu until 1917, where he painted some of the most beautiful landscapes of his career.

Here, drawing from multiple sources, including the curvilinear motifs of art nouveau and the colour expressionism of the fauves combined with Cezanne's use of paint as a structural element, he sets up a solid compositional framework of four successive horizontal bands—foreground stretch of land with trees,¹ middleground sea, distant mountains and background sky—laying hot browns against cool viridian greens and sapphire blues. (Compare *Corfu landscape*, 1915, National Gallery, Athens). Our eye follows the darting movements of the artist's brush, as bold touches of paint are seized upon and added to the picture surface. Every feature of the scene is animated by colour and lit by grace, charging the composition with an allegorical evocation and elegiac feel, and offering a poetic, idealised experience of the timeless Greek landscape. As noted by Zacharias Papantoniou, the great scholar and Director of the Athens National Gallery from 1918 to 1940, "Parthenis is not a painter who depicts nature. He is a painter who interprets nature. He influences it. He recomposes it. He shapes it. He imposes his feelings on nature."²

¹. "The tree holds a prominent position in Parthenis's work and his paintings of the specific subject are exceptional." C. Christou, "The Tree in the Greek Art of the 19th and 20th Century" [in Greek] in *The Tree, a Source of Inspiration and Creativity in Greek Art*, exhibition catalogue, Averoff Museum, Metsovo and Nicosia Contemporary Art Centre, Nicosia 1993, p. 19.

². Z. Papantoniou [in Greek], *Valkanikos Tahydromos* daily, 11.5.1920.



29 AR

YIANNIS SPYROPOULOS (1912-1990)

Landscape from Melun, France

signed in Greek (lower left)

oil on canvas

60 x 73 cm.

£15,000 - 25,000

€17,000 - 29,000

Painted in 1939.

Provenance

Private collection, Athens.

Bonhams, Greek sale, 10 November 2008, lot 44.

Acquired from the above sale by the present owner.

Literature

Yiannis Papaioannou, *Yiannis Spyropoulos Monography*, Yiannis & Zoe Spyropoulos Foundation, Athens 2010, TKE 19α, p. 39 (illustrated).

An important work, given the extreme scarcity of Spyropoulos' pre-war output¹, *Landscape from Melun, France* sheds new light in the development of this highly creative spirit who had the ability to transform the world of experience into a personal vision. Even before he was awarded the UNESCO prize at the Venice Biennale in 1960, Yiannis Spyropoulos, the first Greek to be so honoured, had gained recognition as one of the most prominent Greek artists of the 20th century. In 1938-1940, after being awarded an advanced studies scholarship by the Academy of Athens, he was working in Paris caught up in the aims and aspirations of the French avant-garde. Professor C. Christou notes: "The creative fervour in this capital of the arts helped him to better realize his artistic vision. His first-hand acquaintance with the new art trends during his stay there made him more capable of freely pursuing his personal quests and all kinds of experimentation."²

Here, we can easily picture the young artist standing before his easel transcribing his immediate sense impressions directly onto the canvas. His subject is the commune of Melun in the southeastern suburbs of Paris, where the great Cezanne used to reside in the early 1880s. His aim, however, is not to render an accurate urbanscape but to capture the city's flickering atmosphere. Working in a Pissarroesque manner he is fascinated by the misty conditions that come between objects and the eye with the effect of dematerializing form, allowing him to obliterate descriptive detail and, ultimately, create a world not of tangible and three-dimensional appearances but rather of light and colour.

¹. C. Christou, 'From the Possession of Visual Reality to a Personal and Free Formal Language' [in Greek] in *The Greek Painters - 20th Century*, vol. 2, Melissa publ., Athens 1975, p. 414.

². Christou, 'Yiannis Spyropoulos (1912-)' [in Greek] in *The Greek Painters*, p. 410.





30 AR

YIANNIS SPYROPOULOS (1912-1990)

The market place
signed in Greek (lower left)
oil on canvas
70 x 90 cm.

£8,000 - 12,000

€9,100 - 14,000

Painted in 1943.

Provenance

D. Zonaras collection, Athens.
Private collection, Athens.

Literature

Y.Papaioannou, *Yiannis Spyropoulos Monography*, Yiannis and Zoe Spyropoulos foundation, Athens 2010, TKE 43, p. 49 (illustrated)



31 AR

YIANNIS SPYROPOULOS (1912-1990)

Village shacks

signed in Greek (lower left)

oil on canvas

55 x 65 cm.

£10,000 - 15,000

€11,000 - 17,000

Painted in 1952.

Provenance

Private collection, Athens.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

32

CONSTANTINOS MALEAS (1879-1928)

Attic Seashore

signed in Greek (lower right)

oil on card laid on board

34 x 49.5 cm.

£30,000 - 50,000

€34,000 - 57,000

Painted in 1918-1920.

Provenance

Private collection, Athens.

Exhibited

Athens, Maleas' studio, Attica Seashores, Autumn

1920 - 1921 (possibly).

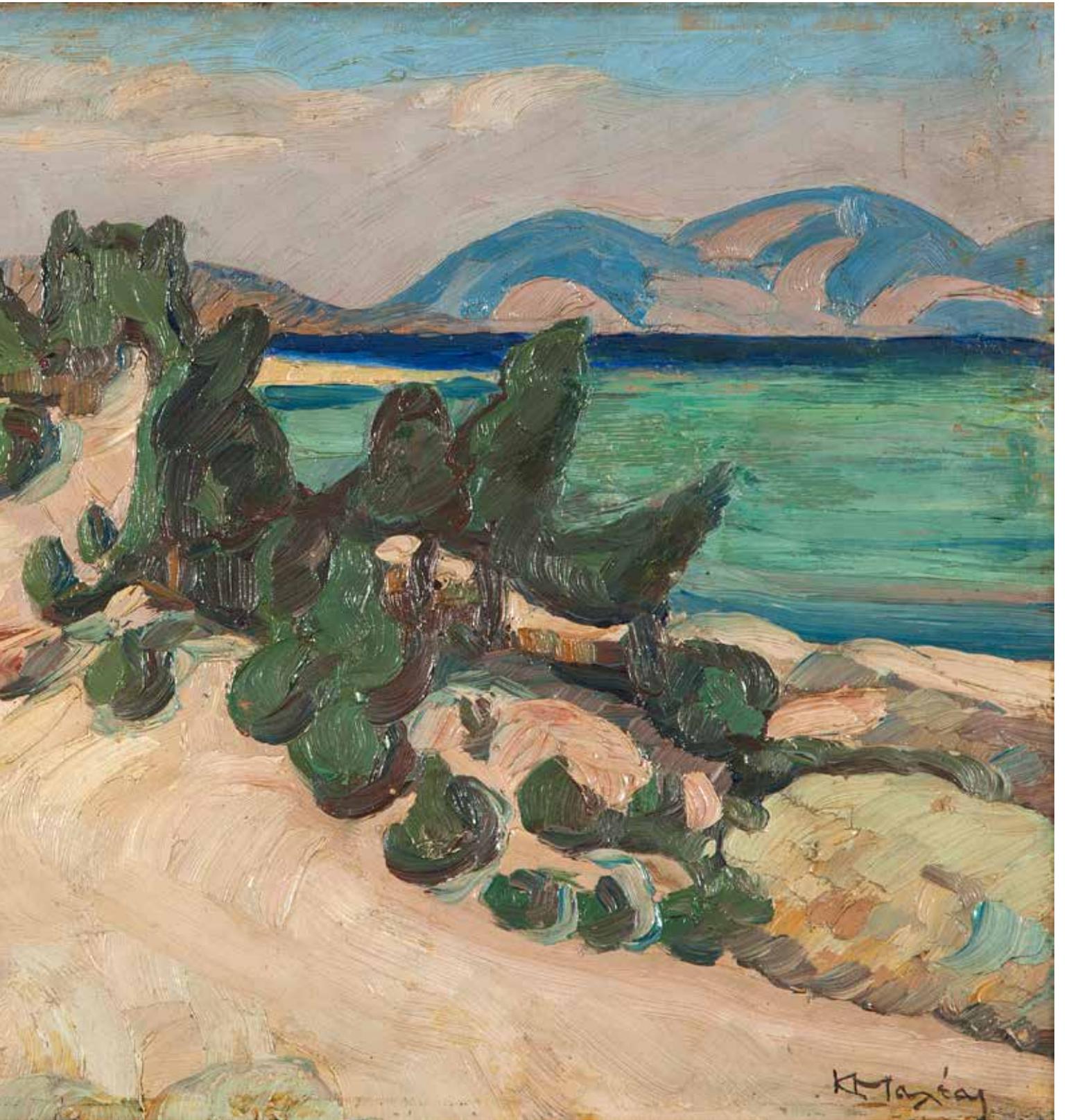
Literature

A. Kotidis, *Constantinos Maleas (1879-1928)*, Adam editions, Athens 2000, no. 154, pp. 151-152 (discussed), p. 336 (catalogued), p. 158, fig. 97 (illustrated).

Full of life and glowing paganistic fervour, this restless work, which may have been included in Maleas's 'Attic Seashore' exhibition at the Zappeion Hall in 1920, represents an expressively intense moment in the artist's career. Relying on purely painterly means rather than resorting to the picturesque, Maleas conveys his emotional response to the landscape, translating a stretch of coastal land into a powerful visual language of form and colour. Using richly layered, dynamic brushwork and a strong, expressive palette, he focuses on nature's colours, shapes, patterns and textures as integral elements to his pictorial arrangement, creating a dynamic tension between nature and abstraction, between surface pattern and depth. Instead of merely depicting a landscape, he conveys the impression that we are actually witnessing the process of its birth.

Following in the steps of Cezanne, who exhorted painters to look for solidity and discover the enduring character and essential content of their subjects, Maleas showed the natural environment not only as coloured patterns of light that would have satisfied an impressionist eye, but also as substantial forms with volume, mass and structure. Similarly, he transcended impressionism in the rendering of space, suggesting recession into depth not by diminution of tonal contrast but through arrangement of form in a sequence of planes. (Note how the distant mountains are as lucid and vivid as the foreground shrubs). While painting the view in front of him with complete directness, Maleas did so with a deeply layered understanding of the landscape as a complex entity, entrusting his subject to the truth of vision and then venturing into its inner world to become part of its reality and recompose it with freedom and creativity.





33 AR

NIKOS ENGONOPOULOS (1910-1985)

Vincenzo Cornaro and Georgios Chortatzis signed in Greek and dated '79' (lower right) oil on canvas laid on board
55 x 45 cm.

£40,000 - 50,000

€46,000 - 57,000

Painted in 1979.

Exhibited

Athens, National Gallery and A. Soutzos Museum, *Nikos Engonopoulos* retrospective exhibition, April 3-15, 1983, no. 100 (listed and illustrated in the exhibition catalogue, p. 16).

Literature

To Vima daily, March 20, p. 5, 1981 (illustrated).
Epikaira magazine, no. 661, 1981, p. 99 (illustrated).
Kathimerini daily, April 12-13, 1981 (illustrated).
Ta Nea daily, November 11, 1984 (illustrated).
Techni kai Logos magazine, no. 3, December 1985, p. 27 (illustrated).
Diavazo magazine, no. 381, January 1998, p. 151 (illustrated).
Vradyni daily, January 25, 1998 (illustrated).
D. Vlachodimos, *Reading the Past in Engonopoulos*, Indiktos editions, Athens 2006, p. 270 (listed), pp. 239-240 (discussed).
K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no. 1095, p. 382 (illustrated), p. 518 (illustrated).
D. Menti, *Faces and Facades, Literary Identity Interpretations in Modern Greek Poets*, Gutenberg editions, Athens 2007, p. 155 (referred).
N. Chaini, *The Painting of Nikos Engonopoulos*, doctoral dissertation, National Technical University of Athens, 2007, no. 233, pp. 564-565 (discussed), p. 566 (illustrated).
Nikos Engonopoulos, exhibition catalogue, Museum of Contemporary Art - Basil & Elise Goulandris Foundation, Andros, 2017, p. 103 (referred).

Drawing from the vast storehouse of Greek literary tradition and inspired by the heroism, nobility and romance of bygone eras, Engonopoulos paid homage to the two towering figures of the Cretan Theatre, whom he considered “links in the chain of Greeks who did everything perfectly.”¹ As noted by the artist himself, “the Cretan Theatre enchanted me and captured my heart at first sight. It’s a world in itself, full of conflicting passions, desires, misunderstandings, intentional or otherwise, skulduggery, weeping and laughter. And what action, plot twists and unexpected developments! All told in an impeccable style, flawless language and perfect, often brilliant, verses.”²

Captured in full frontal pose, the two figures are reminiscent of Byzantine depictions of military saints.³ On the left, Cornaro in nobleman’s garb is pointing upwards with one hand and holding a scroll, probably a poem, with other, while on the right, Chortatzis, also in noble yet less fancy clothing, is wearing a broad-brimmed hat and holding a sword, recalling the definition of Poetry by the great romantic Percy Shelley: “Poetry is a sword of lightning, ever unsheathed, which consumes the scabbard that would contain it.”⁴ The action takes place by the sea, with Heraklion’s Fortezza and Sitia’s Kazarma forts in the background, depicted as a truncated cone and a high gated wall respectively, in a typically surrealist topological inconsistency.⁵ The great Vincenzo Cornaro (1553-1613/4)⁶, a cultivated artist concerned with invigorating classical tradition, was a leading figure of the Cretan Renaissance and writer of Erotokritos— a romantic epic unanimously acknowledged as the masterpiece of Cretan poetry and a milestone in the history of Greek literature.⁷ Georgios Chortatzis (1550-c.1610) was also a first rank dramatist and poet, who introduced the theatre to Crete and elevated the local idiom into a literary language.⁸ His better known works include the comedy Katsourbos and Erofilii (Erophile), a tragedy recalling, in broad terms, Sophocles’s Antigone. Engonopoulos kept copies of all four plays in his library.⁹

Engonopoulos’s persistence on indigenous cultural experiences clearly indicates that “while European surrealists used an irrational vocabulary to break free from the shackles of traditional conventions, Engonopoulos perceived tradition as a ‘connecting link’ that would restore cultural continuity from Aeschylus to Romanos the Melodist, demotic songs and Erotokritos.”¹⁰

¹. Interview by T. Manikas [in Greek], Vima daily Sunday edition, November 5, 1995.

². N. Engonopoulos, “A Few Words About the Cretan Theatre” [in Greek], Theatro magazine, no. 7, January-February 1963, p. 26.

³. Compare *Saint George and Demetrios*, portable icon, second half of the 15th century. (*From Byzantium to El Greco*, Royal Academy of Arts, London 1987, p. 106. Fig 38.)

⁴. See M. Anthis, “Renditions of Solomos in Greek Surrealism” [in Greek], Avgi newspaper, 20.7.2015.

⁵. See N. Chaini, *The Painting of Nikos Engonopoulos* [in Greek], doctoral dissertation, National Technical University of Athens, 2007, pp. 564-565, and D. Vlachodimos, *Reading the Past in Engonopoulos* [in Greek], Indiktos editions, Athens 2006, p. 240.

⁶. Engonopoulos has also written a poem titled Vincenzo Cornaro (*In the Valley with the Rose Gardens*, Ikaros editions, 1992, p. 105).

⁷. Cornaro’s romance became a national poem and its hero a symbol of Hellenism, exalted side by side with Digenis Akritas and Alexander the Great.

⁸. See L. Politis, *A History of Modern Greek Literature*, Oxford University Press, 1975, pp. 55-56.

⁹. Vlachodimos, pp. 258-261.

¹⁰. N. Loizidi, “The Indigenous Surrealism of Nikos Engonopoulos” [in Greek], To Vima daily - Nees Epoches, 21.10.2007, p. A57.





34 AR

ARGYRIS STYLIANIDIS (1909-1998)

Still life

signed and dated '73-12' (lower right)

oil on canvas

73 x 73 cm.

£4,000 - 6,000

€4,600 - 6,900



35 AR

YIANNIS MORALIS (1916-2009)

Full moon
signed in Greek and dated '1977' (lower right), inscribed in Greek
(upper part)
acrylic on paper
26.5 x 23.5 cm.

£10,000 - 15,000

€11,000 - 17,000

Provenance

Private collection, Athens.

Literature

Yiannis Moralis, Commercial bank of Greece Group of companies
edition, Athens 1988, no 232, p. 230 (illustrated).

MICHALIS ECONOMOU (1888-1933)

Landscape

indistinctly signed (lower right)

oil on flannel

49 x 61 cm.

£30,000 - 50,000**€34,000 - 57,000**

With a handwritten certification of authenticity from the artist's wife on the reverse of the canvas.

Provenance

D. Pieridis collection.

Private collection, Athens.

Bonhams, The Greek sale, 12 December 2006, lot 98.

Acquired from the above sale by the present owner.

Literature

A. Kouria, *Michalis Economou*, Adam publications, Athens 2001, p. 108 and 146 (illustrated).

A superb painting of vibrating pulse and melodic rhythm, *Landscape* amply demonstrates M. Economou's interpretative approach to nature. Starting out from an impressionistic rendition of light and colour sensations, this true master of early 20th century Greek art adopts an abstractive vocabulary combined with an inward lyricism to formulate a new perception of the landscape. Nature (trees and mountains in the background) and man-made structures (farmhouses and cottages in the fore - and middle grounds) alike, with their stylised shapes, sinuous lines and undulating, curvilinear forms, become a screen on which the artist projects his inner world. Infused with an ethereal light and a dreamlike atmosphere, reality is transformed into images of a subjective truth charged with a symbolic, almost metaphysical import.

Landscape probably dates after 1926, the year the artist returned to Greece from France, and was most probably completed in 1927, when he had his second one-man show in Athens and first showed his oils on flannel. Most of the works included in this exhibition were Greek landscapes - from Attica, the isle of Poros and elsewhere - and reveal a magnificent vagueness and poetic uncertainty of space. (In his later output, as the artist returned to oils on card and canvas, his resilient contours tend to harden and light becomes more specific.) "In 1927, his forms are freer and more graceful and there are no narratives or detailed descriptions. His brushstrokes don't leave a trace, his surfaces are unified, without contrasts, colours are diffused and outlines flow."¹

Reviewing his 1927 show, art critic Z. Papantoniou noted: "He is looking for new expressive means and materials that faithfully match his intentions. He paints on flannel - his 'fuzzy' canvases as he himself calls them, to better capture the iridescent greys, light blues and precious bright blacks."² "With his 'fuzzy' canvases Economou proceeds to a more subjective interpretation of the natural environment. His vision has now changed. The landscapes, houses and trees, rendered in an elliptical, abbreviated manner without descriptive details, with flat surfaces on which his brushwork is now invisible and his colour scheme non-naturalistic, have assumed the semblance of visions. To realize his inspirational zeal, the artist uses white or coloured flannel that softens the tones and whose nap endows the surface with a peculiar, velvet-like texture, while lessening the definition of outlines. Objects seem to

'To produce an accurate likeness of nature has no meaning. My intention is to convey emotion, as much emotion as possible.'

- M. Economou

have lost their weight. The houses, rendered in curvilinear forms, have lost their volume; the trees have become ethereal cypresses and pines. His works, especially the ones on flannel, betray his appreciation of the expressive capacity of abstraction and simplification, a key principle of modern art."³

According to A. Kouria who prepared the monograph on the artist, "this output can be considered the most personal expression of Economou's art. The landscape, no longer just a pictorial space, becomes an expressive-symbolic field recording the artist's emotional and intellectual response to the stimuli offered by the natural environment. Light, colour and line become the main vehicles of the artist's feelings... An ambivalent sense of presence/absence suffuses these silent images, suspended between real time and memory, in a poetic 'timescape' where human presence is suggested rather than depicted. A latent energy, a secret, surreptitious life force enlivens these paintings."⁴

In 1927, D. Kokkinos noted that the latest works by Economou were true works of poetry, but so masterfully rendered that their significance as paintings prevailed.⁵ As noted by Kouria, art critics of the time urged art lovers to hasten and purchase these works, stressing that some of them belonged in the National Gallery. In light of the critical and popular acclaim his two one-man shows (1926 and 1927) met with, it's no wonder that his works adorned the collections of major early 20th century Greek collectors, such as C. Loulis, G. Stringos and A. Benakis.⁶

¹. E. Andreadi, *Michalis Economou and his Relationship with the Surrounding Nature*, *Eikastika* magazine, no. 24, December 1983, p. 35.

². Z. Papantoniou, *Eleftheron Vima* daily, 29.11.1927.

³. A. Kouria, *Michalis Economou*, *Zygos* magazine, no. 56, Nov.-Dec. 1982, pp. 14, 15, 50. See also Kouria, *Greek Painters and the Nabis Movement in Metamorphoses of the Modern, The Greek Experience* (exh. cat.), National Gallery-A. Soutzos Museum, Athens 1992, pp. 379-385.

⁴. Kouria, *Michalis Economou* [in Greek], Adam ed., Athens 2001, pp. 106-116.

⁵. as quoted in Kouria, Adam ed., p. 125.

⁶. Kouria, *Michalis Economou*, p. 125.





37 AR

SPYROS VASSILIOU (1902-1984)

End of Summer

signed in Greek and dated '67-77' (lower right)

oil on canvas

54 x 81 cm.

£4,000 - 6,000

€4,600 - 6,900



38 AR

KONSTANTINOS (DIKOS) VYZANTIOS (1924-2007)

Aegean

signed 'Byzantios' (lower left)

oil on canvas

50 x 65 cm.

£4,000 - 6,000

€4,600 - 6,900

Provenance

Acquired directly from the artist by the present owner.



39 AR

YIANNIS MORALIS (1916-2009)

Epithalamion, Triptych

signed in Greek and dated '70-72' (lower right); signed, dated and inscribed (on the reverse)

oil on canvas

39 x 88.5 cm.

£30,000 - 50,000

€34,000 - 57,000

Provenance

Private collection, France.

Literature

Moralis, exhibition catalogue, Zoumboulakis Galleries, Athens 2002 (shown with Moralis in the artist's studio).

J.F. Bonhomme, *La Durée de l'Instant*, Potamos editions, 2004, p. 61 (shown with Moralis in the artist's studio).

This perfectly balanced composition of pure form, elegant line, harmonious proportion and disciplined rhythm belongs to Moralis's famed *epithalamia*¹ series, a body of work celebrating the erotic union of man and woman. Dictated by the timeless values of ancient Greek art and the classical sense for human scale, the male and female bodies are stripped of descriptive detail and handled in such an abstractive fashion that they take on a symbolical meaning without losing their recognisable



form. One can almost trace the progress from the sensual aspects of the subject to the metaphysical and transcendental. Reviewing the artist's epithalamia from the early 1970s, a period during which he painted the Bonhams picture, Nobel Laureate O. Elytis noted: "a longing for the monumental has always driven the painter's hand to organise and balance his forms on an intellectual edifice, bestowing on even his most sensual conceptions a feeling of mystery and a Biblical sense of the sacred."²

¹. Ancient nuptial songs dedicated to the bride and sung on the way to her marital chamber.

². O. Elytis's preface to the *Moralis* exhibition catalogue, Iolas-Zoumboulakis Gallery, Athens 1972.



Photo of the artist in his studio with this lot.



40

40 AR

GEORGIOS MAVROIDIS (1912-2003)

Looking in the distance
signed in Greek and dated '81' (lower right)
oil on canvas
65.5 x 93 cm.

£7,000 - 9,000
€8,000 - 10,000

41 AR

GEORGIOS MAVROIDIS (1912-2003)

Figures
signed in Greek (lower right)
color pigments and glue on canvas
137 x 84 cm.

£8,000 - 12,000
€9,100 - 14,000



42 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Portrait of Lady Diana Menuhin
signed and dated 'GHKA/75' (lower left); signed 'Ghika'
(on the reverse)
oil on canvas
100.5 x 73 cm.

£30,000 - 40,000

€34,000 - 46,000

Painted in 1975.

Provenance

Sotheby's London, The Menuhin sale, 11 May 2004, lot 558.
Acquired from the above sale by the present owner.

Literature

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*,
Benaki Museum, Athens 2011, no. 440, p. 307 (illustrated).

This powerful portrait of linear elegance, pronounced stylization and reduced palette, seems to perfectly match the sitter's relaxed posture and detached expression. However, the angular body contours echoing the expressionist portraits by Oscar Kokoschka or Egon Schiele, and the swirling background forms recalling the fervent turbulence of van Gogh's skies, betray a restless gestural energy and a latent Dionysian impulse hidden behind the tranquil surface. Even the distant Parthenon—a timeless symbol of reason's rule and ordered thought—seems to crackle with electric charge.

Baroness¹ Menuhin, née Diana Gould (1912-2003) was a distinguished British prima ballerina and the second wife of the great violinist Yehudi Menuhin. Being close friends of Ghika and his wife Barbara, the Menuhins were often invited to Ghika's summer house and family retreat on the island of Corfu.²

¹. Often referred to as Lady Menuhin.

². See Ghika - Craxton - Leigh Fermor, *Charmed Lives in Greece*, exhibition catalogue, A.G. Leventis Gallery, Nicosia 2017, p. 160.





43 AR

PARIS PREKAS (1926-1999)

Winner and defeated
signed in Greek (lower left)
oil on canvas
81 x 65 cm.

£5,000 - 7,000
€5,700 - 8,000



44 AR

CONSTANTINOS PALEOLOGOS (BORN 1939)

Alexander the Great horse riding with victory

signed on metal plate on the base

bronze

63 x 70 x 20 cm.

Edition 1/2.

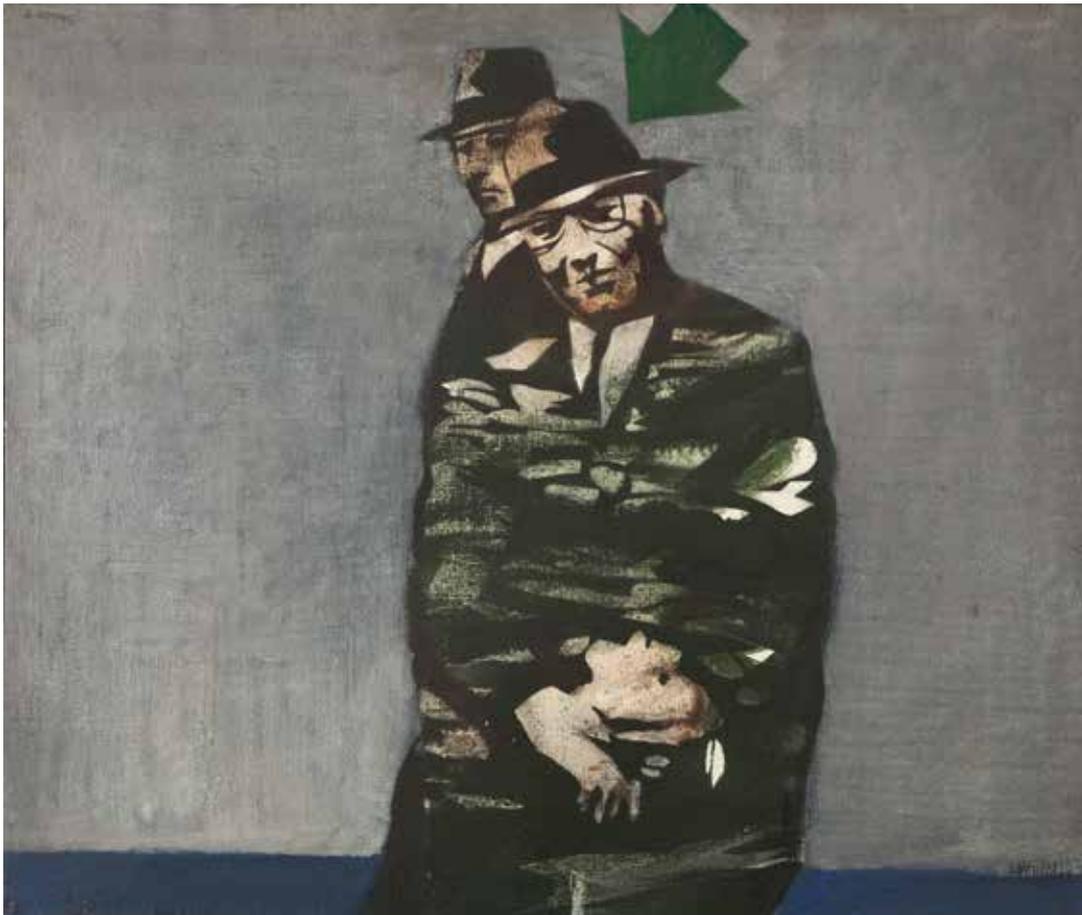
£6,000 - 8,000

€6,900 - 9,100

Executed in 2008.

The work is accompanied by a certificate from the artist.

Artist and writer Constantinos Paleologos is a Professor of Sculpture at the University of Bucharest. He studied at the Athens School of Fine Arts under T. Apatris (sculpture) and Y. Moralis (painting). Adhering to the spirit of ancient Greek art and delving into its deeper meaning, he formulated a personal style drawing from classical and academic tenets, naturalistic tendencies and natural realism trends. His work is represented in the National Gallery and A. Soutzos Museum, the Municipal Gallery of Athens, the Ministry of Culture and other major collections. His awarded sculptural pieces include the over life-size equestrian statue of Alexander the Great (Alexandria, 1st International Award).



45

45 AR

DIMITRIS MYTARAS (1934-2017)

Green Arrow
signed in Greek (upper left and lower right) and dated '68'
oil on canvas
108.5 x 129 cm.

£12,000 - 18,000
€14,000 - 21,000

Painted in 1968.

Provenance

Acquired directly from the artist by the present owner.

Exhibited

Athens, Astor Gallery, *D. Mytaras*, March 10-27, 1969 (illustrated in the exhibition catalogue).

Literature

Sima magazine, no. 7, *Homage to Dimitris Mytaras*, 1980, no. 45, p. 22 (illustrated).
E. Vakalo, *Dimitris Mytaras, Peinture 1948-1983*, Kedros editions, Athens 1984, no. 85, p. 86 (illustrated).

46 AR

DIMITRIS MYTARAS (1934-2017)

Spiral, 1968
signed in Greek and dated '68' (lower left)
oil on canvas
194.5 x 144.5 cm.

£15,000 - 20,000
€17,000 - 23,000

Provenance

Acquired directly from the artist by the present owner.

Exhibited

Venice, XXX Biennale Internationale d'Arte, 1972, Greek Pavilion (listed in the general exhibition catalogue, no. 17, p. 255, and the Greek participation exhibition catalogue, no. 21).
Thessaloniki, Municipal Gallery - XLI Dimitria, *Dimitris Mytaras*, October 20 - November 25, 2006 (full page illustration, p. 44).

Literature

Eikones magazine, no. 616, June 21, 1968, p. 87 (illustrated).
Sima magazine, no. 7, *Homage to Dimitris Mytaras*, 1980, no. 50, p. 23 (illustrated).
Syllektis magazine, no. 69, December 1980, p. 494 (illustrated).
E. Vakalo, *Dimitris Mytaras, Peinture 1948-1983*, Kedros editions, Athens 1984, no. 82, p. 83 (illustrated).
Dimitris Mytaras, Adam editions, Athens 1989, p. 37 (illustrated).
D. Mytaras, Painting 1956-2008, lanos editions, Athens 2008, p. 52 (illustrated).
dp.set.gr, Contemporary Greek Art institute Digital Platform (illustrated).



47 AR

SPYROS VASSILIOU (1902-1984)

The harbour
signed in Greek and dated '66' (lower right)
egg tempera on canvas laid on board
99.5 x 129.5 cm.

£12,000 - 18,000

€14,000 - 21,000

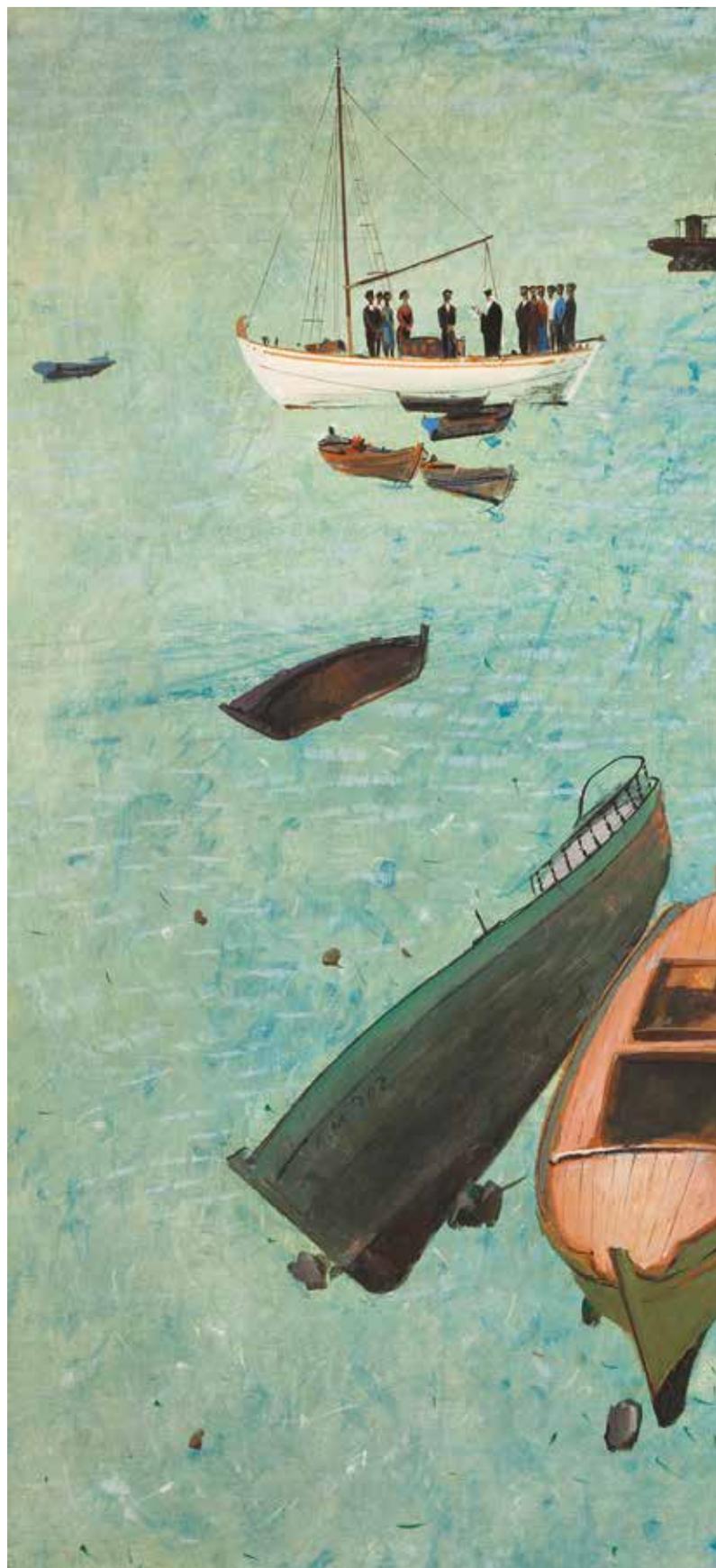
Painted in 1966.

Exhibited

London, Upper Grosvenor Galleries, *Vassiliou's Greece*, July 1966 (illustrated on the cover of the exhibition catalogue).

Literature

S. Vassiliou, *Lights and Shadows*, Athens, 1969, p. 214 (illustrated).





48 AR

ALECOS FASSIANOS (BORN 1935)

Le regard du desir

signed 'A.Fassianos' (upper right), titled 'Le regard du desir'
(upper centre)

oil and gold leaf on canvas

195 x 130 cm.

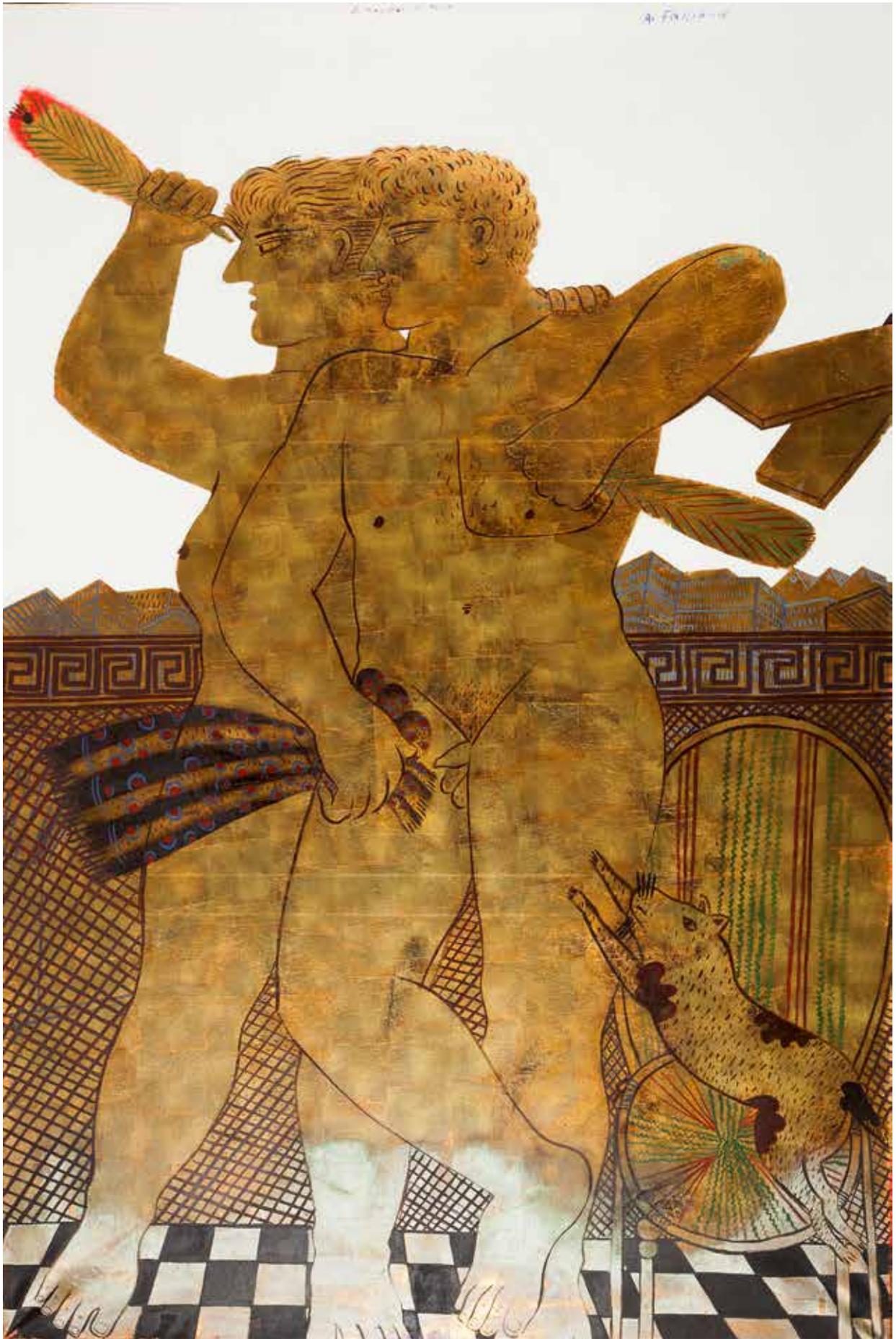
£30,000 - 40,000

€34,000 - 46,000

Provenance

Galerie Beaubourg, Paris.

Private collection, Athens.





49^{AR}

POLYKLEITOS RENGOS (1903-1984)

Kouros in Apollonas, Naxos
signed in Greek and dated '1937' (lower right)
oil on panel
52.5 x 63 cm.

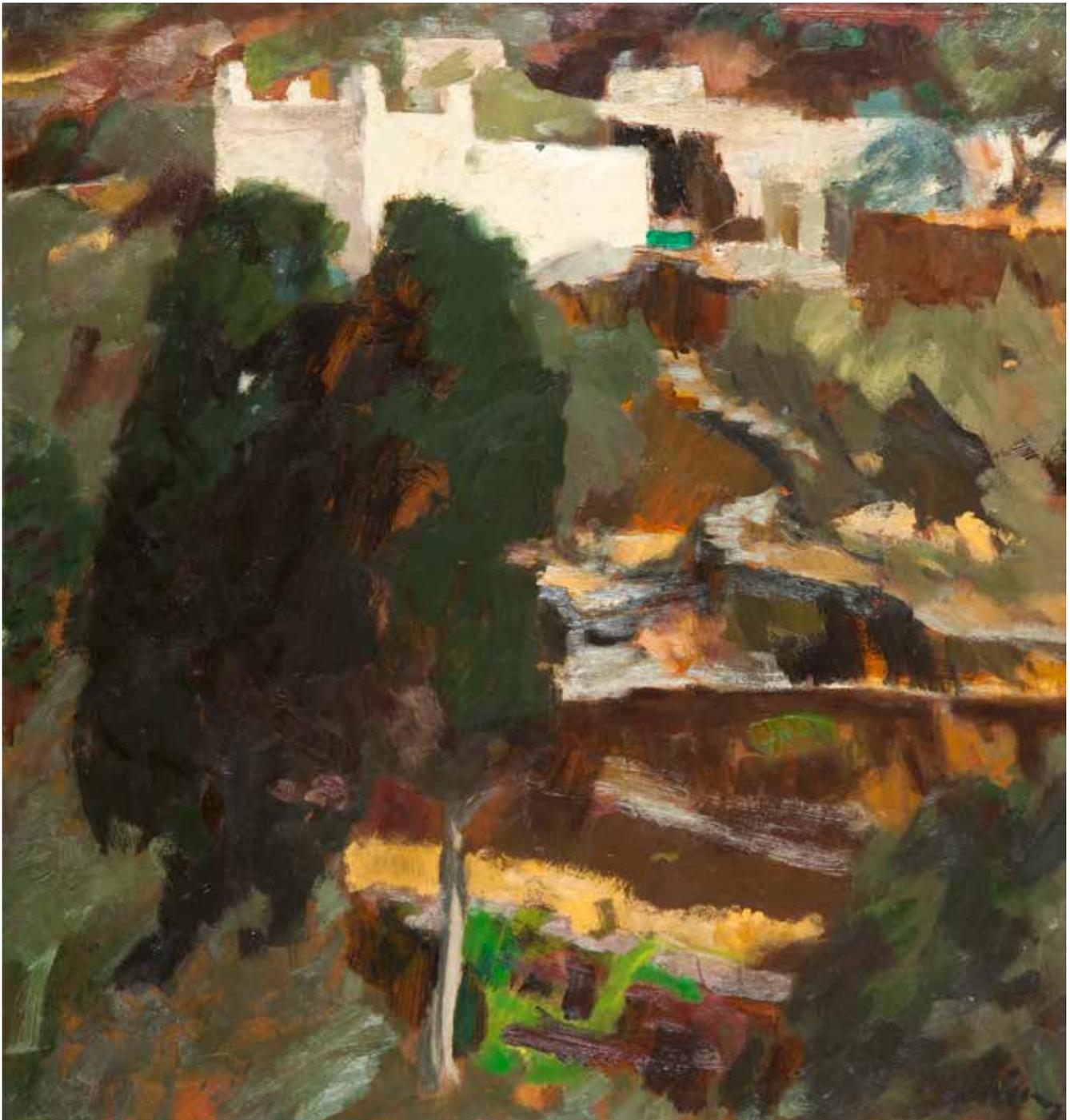
£4,000 - 6,000
€4,600 - 6,900

Exhibited

Athens, National Gallery and A. Soutzos Museum, *Polykleitos Rengos*, September 15 - October 19, 1980, no. 45 (listed in the exhibition catalogue, p. 38).
Dortmund, Museum am Ostwall, *Griechische Landschaftsmalerei 1930-1960*, December 6 - January 3, 1982, no. 35 (illustrated in the exhibition catalogue, p. 43).
Island of Naxos, Bazeos Castle, *Polykleitos Rengos Hundred Years*, June 20 - July 15, 2003 (illustrated in the exhibition catalogue).

Literature

K. Perpinioti Agazir, P. Rengos, *Polykleitos Rengos*, Ianos editions, Thessaloniki 2016, pp. 59-60 (discussed), p. 190 (illustrated).



50 AR

PANAGIOTIS TETSIS (1925-2016)

View of Sifnos

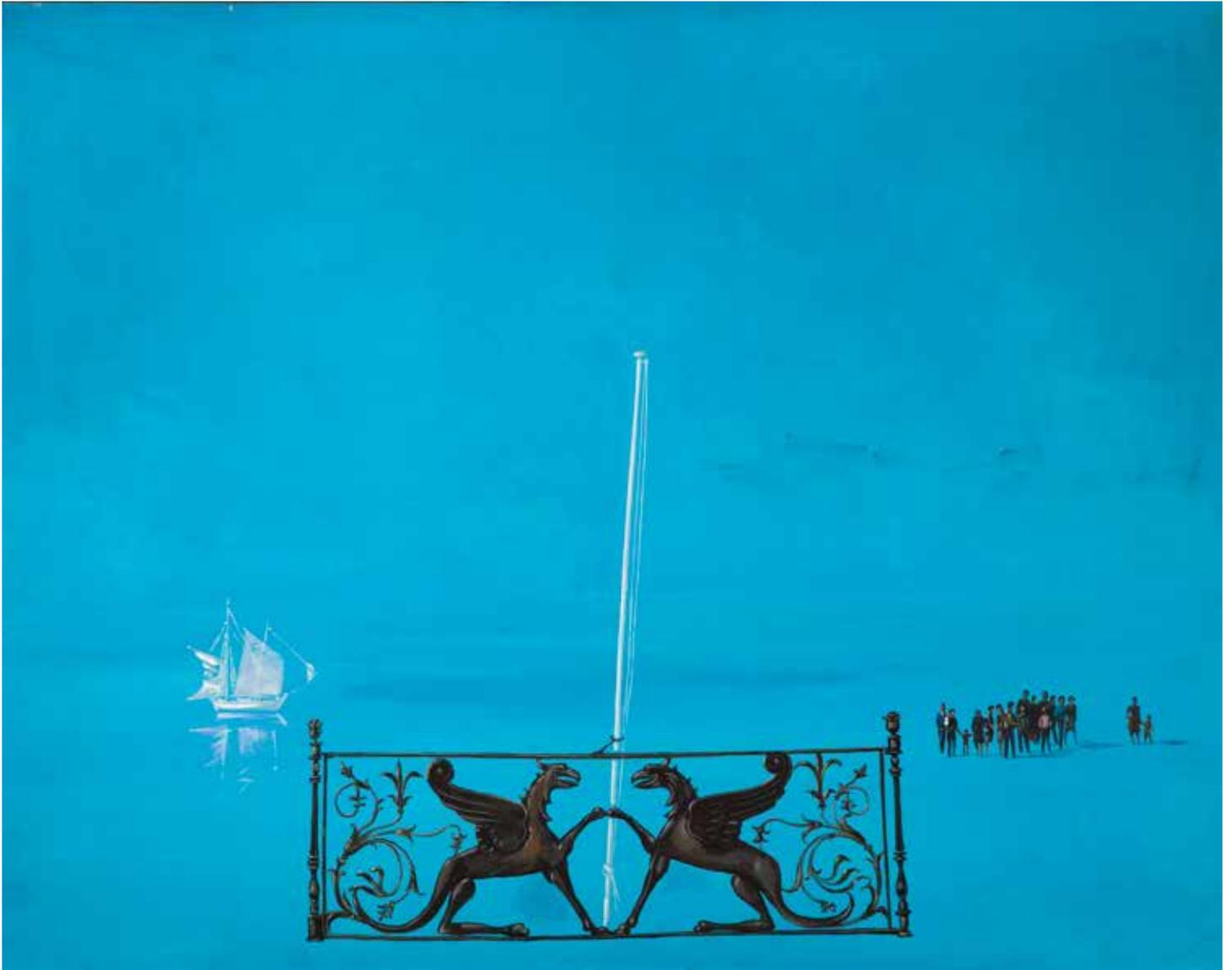
signed in Greek (lower right)

oil on board

69 x 65.5 cm.

£8,000 - 12,000

€9,100 - 14,000



51 AR

SPYROS VASSILIOU (1902-1984)

Griffins

signed in Greek and dated '76' (lower right)

oil on canvas

72 x 91 cm.

£5,000 - 7,000

€5,700 - 8,000

Exhibited

Thessaloniki, Kochlias Gallery, *Spyros Vassiliou, Thessaloniki 1930-1980, Fifty Years of Love*, March 13-30, 1980 (illustrated in the exhibition's poster).

Literature

H. Kambouridis, *Spyros Vassiliou*, Exhibitions, Ikaros editions, Athens 1982, p. 282 (illustrated).



52 AR

SPYROS VASSILIOU (1902-1984)

Kiki's sewing machine
signed in Greek and dated '74' (lower right)
oil on canvas
81.5 x 116.5 cm.

£8,000 - 12,000
€9,100 - 14,000

Provenance

Private collection, Athens.

Exhibited

Athens, Ethousa Technis Athinon, *Spyros Vassiliou, Still Lives*, November 25 - December 31, 1974 no. 10 (listed in the exhibition catalogue).
Athens, *Spyros Vassiliou*, National Gallery and A. Soutzos Museum, October 1975, no. 124 (listed and illustrated in the exhibition catalogue).
Athens, Apopsi gallery, *Spyros Vassiliou 1902-1985*, May 15 - June 10, 1986 (listed but misdated in the exhibition catalogue).
Thessaloniki, *Spyros Vassiliou 1930-1985*, retrospective exhibition, XXX Dimitria - Port Authority Warehouse 1, October 16 - November 30, 1995 (illustrated in the exhibition catalogue, p. 86).

Literature

Zygos magazine, no. 53, May-June 1982, p. 14 (illustrated).

53 AR

CHRYSSA (VARDEA) (1933-2013)

Loews

signed 'Chryssa' (lower right)

oil on canvas

129.5 x 90.5 cm.

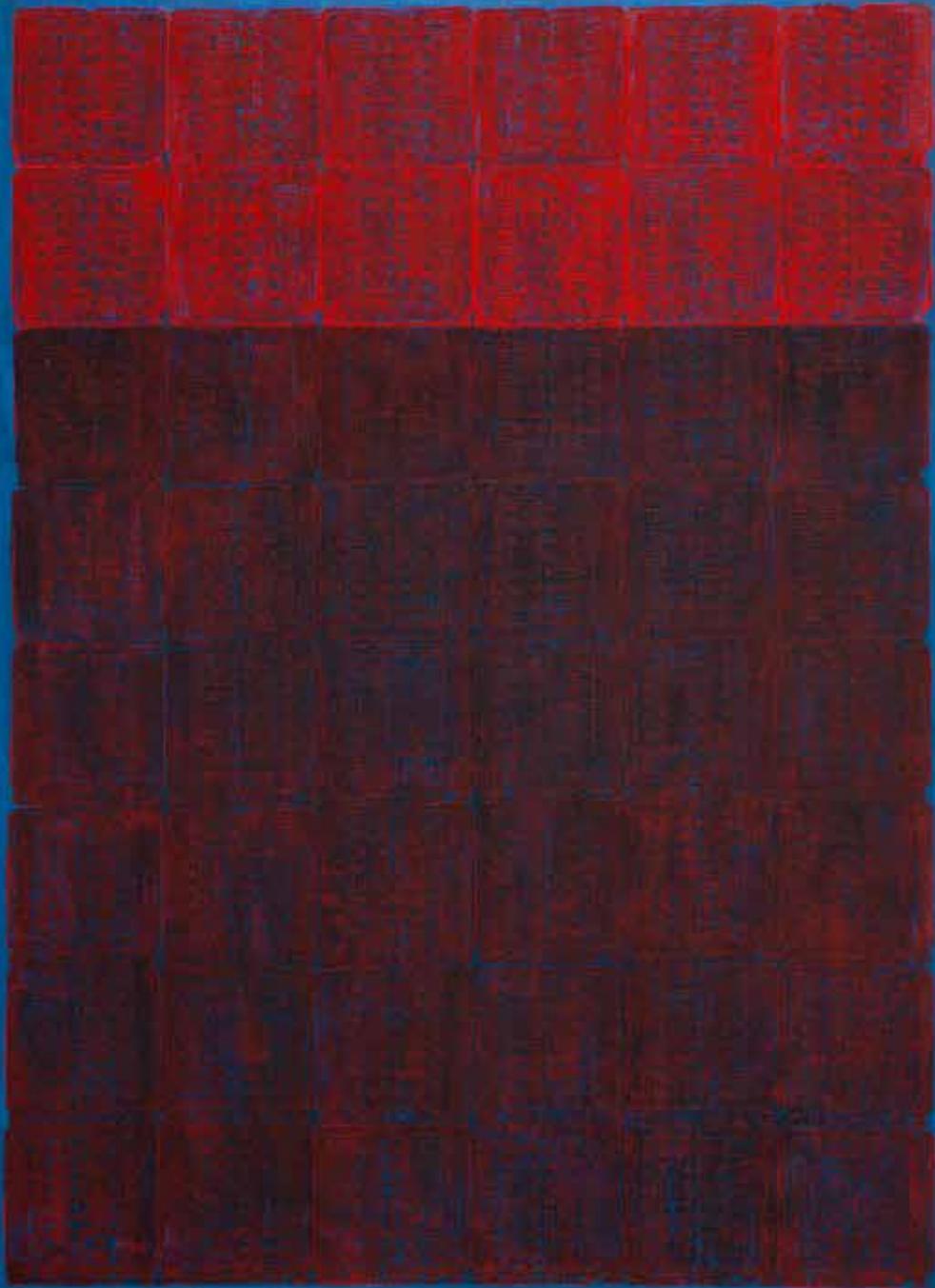
£15,000 - 20,000

€17,000 - 23,000

Provenance

Maria Kotzamani, Athens.

Private collection, Athens.



LOEWS

54 ^{AR}

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Cadran Dial

painted wood, electronic instruments

66 x 100 x 13.5 cm.

£30,000 - 40,000

€34,000 - 46,000

Executed in 1972.

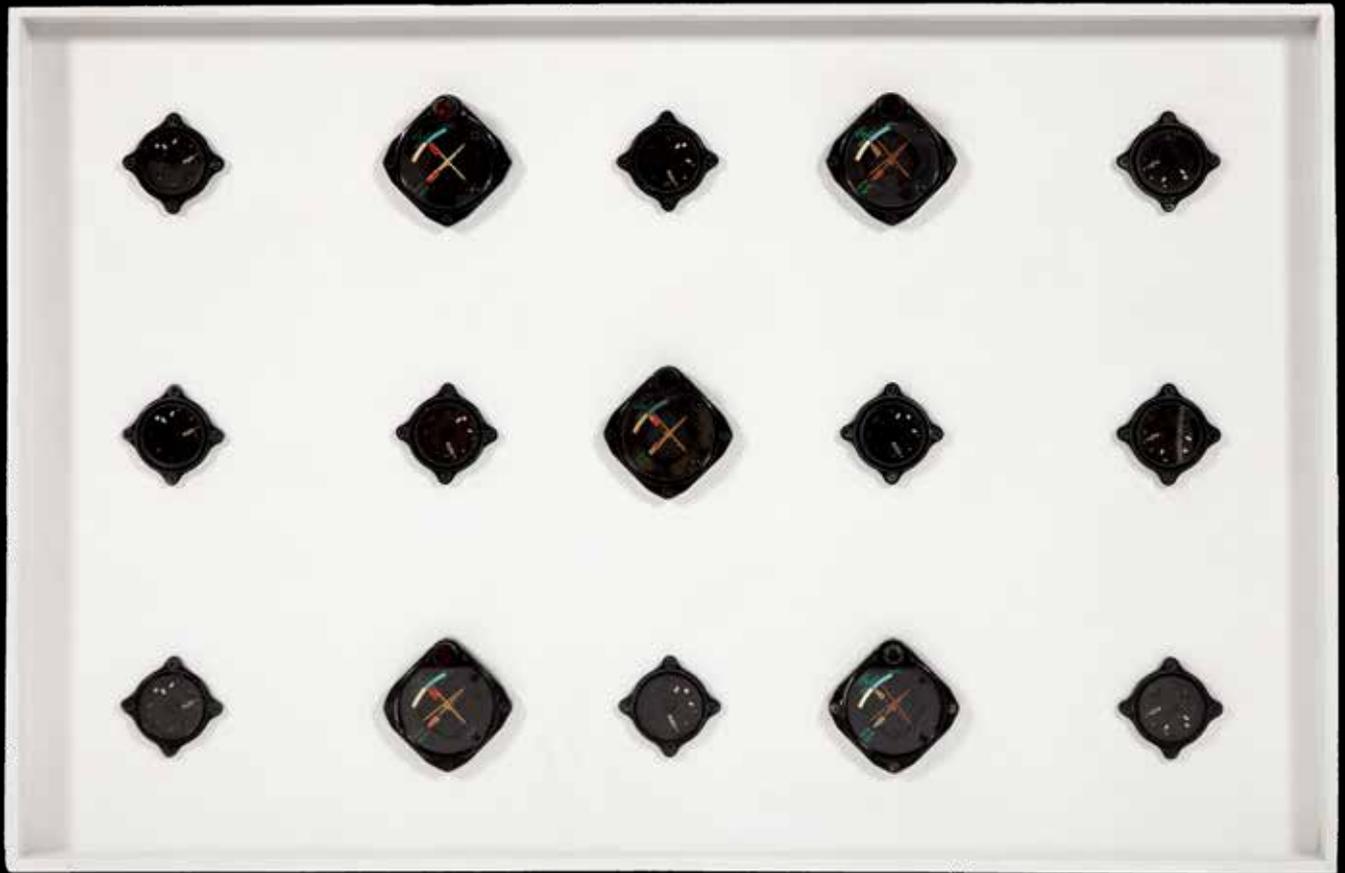
Exhibited

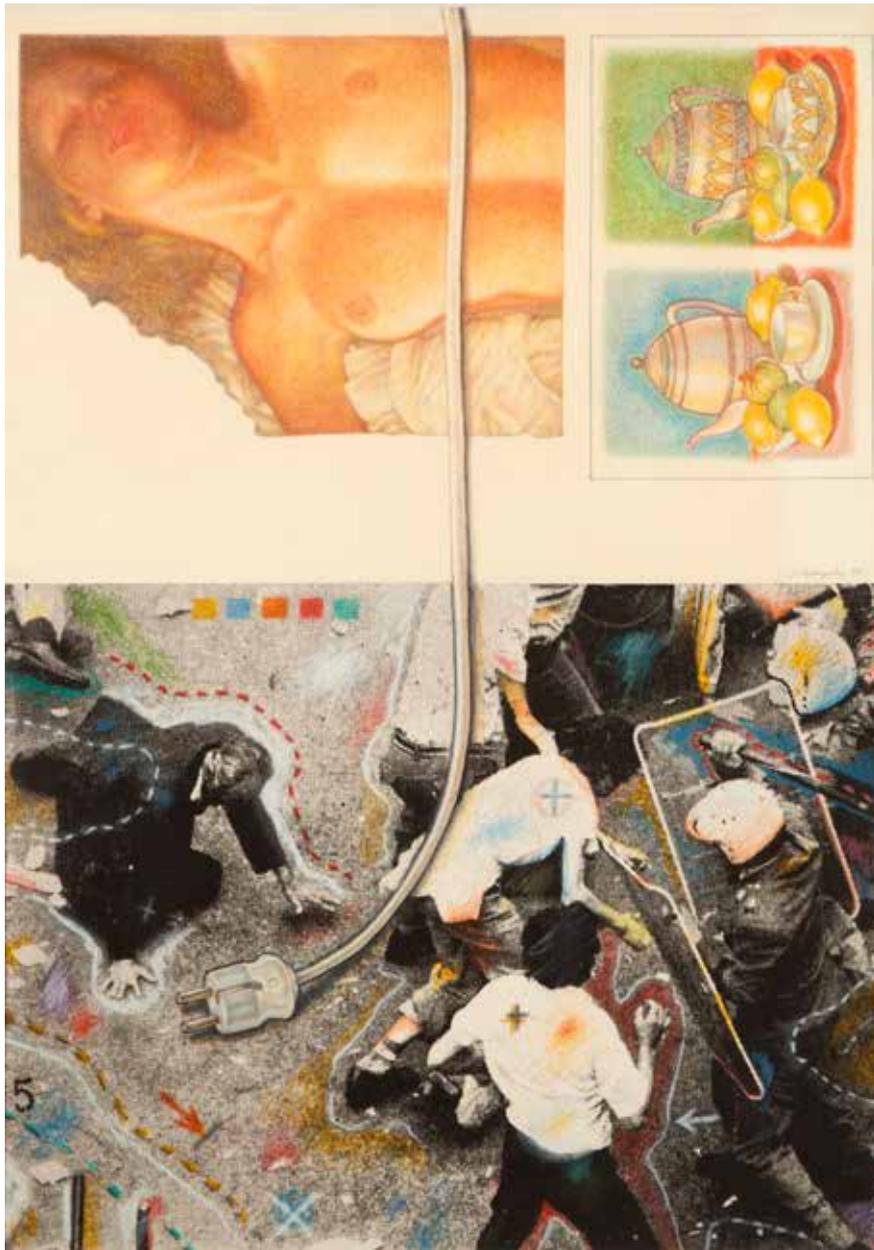
Barcelona, Museu d' Art Contemporani de Barcelona, *Force Fields: Phases of the Kinetic*, 18 April-18 June 2000.

London, Hayward Gallery, *Force Fields: Phases of the Kinetic*, 13 July 2000-10 September 2000.

This work is accompanied by a certificate of authenticity by the Research Center for the Art and the Sciences.

Cadran Dial consists of original aircraft precision instruments, such as indicators and light bulbs, placed in plywood boxes. Each indicator is connected to individual magnets and switches. For the instructions and alert signs that would be conveyed to the pilot, Takis juxtaposes a visual abundance of random vibrations, twists and trembles. Given that pilots need to closely monitor these instruments to safely fulfill their mission, Takis hereby calls the viewers to revive such a visual engagement, that would intensify his personal artistic vision in respect of kinetic art and electromagnetism. The artist's passionate exploration of new aesthetic tools that challenges the boundaries of the visual and scientific through magnetism and sonorous vibrations has been widely considered a quest for freedom. The out-of-control emission of energy, however, pertains hidden danger of causing harm when it comes to surpassing obstacles. Conversely, the periodic energy reduces such danger to minor turbulences, as it can be controlled and contained by switches. Similarly, Takis transcends a symbolic interpretation via the cadran indicators that alludes any of his remaining surrealistic influences.





55

55 AR

YIANNIS PSYCHOPEDIS (BORN 1945)

Demonstration, 1979
signed and dated 'J.Psychopedis 79' (middle right)
crayons and collage on paper
70 x 50 cm.

£4,000 - 6,000

€4,600 - 6,900

Painted in 1979.

Provenance

C. Ioannides collection, Athens.
Private collection, Athens.

Exhibited

Athens, Municipality of Zographou Cultural Centre, *Contemporary Greek Art in the Collection of Costas Ioannidis*, July 1989, no. 60 (illustrated in the exhibition catalogue, p. 104).
Patras, Municipal Gallery, *Postwar Painting in Greece from the Collection of Costas Ioannidis*, March 19 - April 30, 1992 (listed in the exhibition catalogue).
Athens, Kotopouli Museum, *Contemporary Trends in Greek Painting from the Collection of Costas Ioannidis*, Autumn 1992 (listed in the exhibition catalogue).
Larnaka, Municipal Gallery, *Positions and Facets of Twentieth Century Greek Painting in the Collection of Costas Ioannidis*, September 12 - October 20, 2001, no. 45 (illustrated in the exhibition catalogue, p. 61).
Chania, Municipal Gallery, *Greek Painting of the 20th Century from the Collection of Costas Ioannidis - A Collectors' Journey*, September 11 - November 30, 2006 (illustrated in the exhibition catalogue, p. 106).



56

Literature

C. Christou, *Greek Art, 20th Century Painting*, Ekdotike Athenon editions, Athens 1996, no. 158, p. 261 (discussed), p. 187 (illustrated).
 K. Tsoukalas, M.E. Christofoglou, Y. Kouzelis, *Jannis Psychopedis, Patridognosia 1964-2004*, Athens 2005, p. 249 (illustrated).
 B. Papadopoulou, *Jannis Psychopedis, a Dialectical Artist*, Ta Nea editions - Contemporary Greek Artists series, Athens 2009, p. 73 (full page illustration).

56 AR

YIANNIS PSYCHOPEDIS (BORN 1945)

Nude reflection
 signed 'J.Psychopedis' (lower right)
 coloured crayons on paper
 75 x 69 cm.

£7,000 - 10,000

€8,000 - 11,000

Literature

J. Psychopedis, *Eros Kalos, a Painting Anthology*, Kedros editions, Athens 1995, p. 45 (illustrated).



57 AR

TAKIS (PANAYIOTIS VASSILAKIS)
(BORN 1925)

Signal
signed 'Takis' on the base

Iron

177 x 119.5 x 26 cm.

£30,000 - 40,000

€34,000 - 46,000

Executed in 1970.

The work is accompanied by a certificate of authenticity by the Research Center for the Art and the Sciences.



58 AR

MARINA KARELLA (BORN 1940)

Chair

polyester sculpture on marble base
104.5 x 79 x 51 cm.

£8,000 - 12,000

€9,100 - 14,000

Provenance

A. Iolas collection, Athens.

Ethousa Technis Athinon, Athens.

Private collection, Athens.

We are grateful to the artist Marina Karella
for authenticating this work.



59 AR

PARIS PREKAS (1926-1999)

Icarus-Butterfly

signed in Greek and dated '1969' (lower right)

oil on canvas

100 x 100 cm.

£6,000 - 8,000

€6,900 - 9,100

Exhibited

New York, Waldorf Astoria, *2nd Exhibition of Contemporary European Painters in USA*, organized by the Centre International de diffusion Artistique in Nice, 17 September 1969.

60 AR

YERASSIMOS SKLAVOS (1927-1967)

Elegance

signed 'SKLAVOS' (on the lower part)

granite

90 x 31 x 27 cm.

£10,000 - 15,000

€11,000 - 17,000

A masterpiece from the artist's estate whose purity of sculptural lines and endless interplay of light and shadow evoke the fluted columns of ancient Greek temples,¹ *Elegance* breathes life into the rigid matter, extracting from it its maximum effect and submitting it to the reflections of the artist's imagination. A restless spirit and a questioning and inventive sculptor who never ceased to experiment with different ways of handling his material, in 1960 Sklavos patented a technique of cutting stone using an oxy-acetylene flame and held his first solo exhibition the following year, becoming an overnight international sensation. "After Giacometti's death, Sklavos is the greatest living sculptor" Christian Zervos said in 1966,² while French President Jacques Chirac named him "Maitre de l' Ecole de Paris", noting that his exceptional work revealed the supremacy of artistic instinct.

1. See R. Cogniat, as quoted in *Sklavos* [in Greek], exhibition catalogue, Zoumboulakis Galleries, Athens 1981.

2. As quoted in *Sklavos*.



61 AR

YIANNIS SPYROPOULOS (1912-1990)

Episode 5, 1968

signed in Greek (lower left); signed, titled and dated 'JANNIS SPYROPOULOS THE EPISODE 5 1968' (on the stretcher)

oil and collage on canvas

162 x 130 cm.

£15,000 - 20,000

€17,000 - 23,000

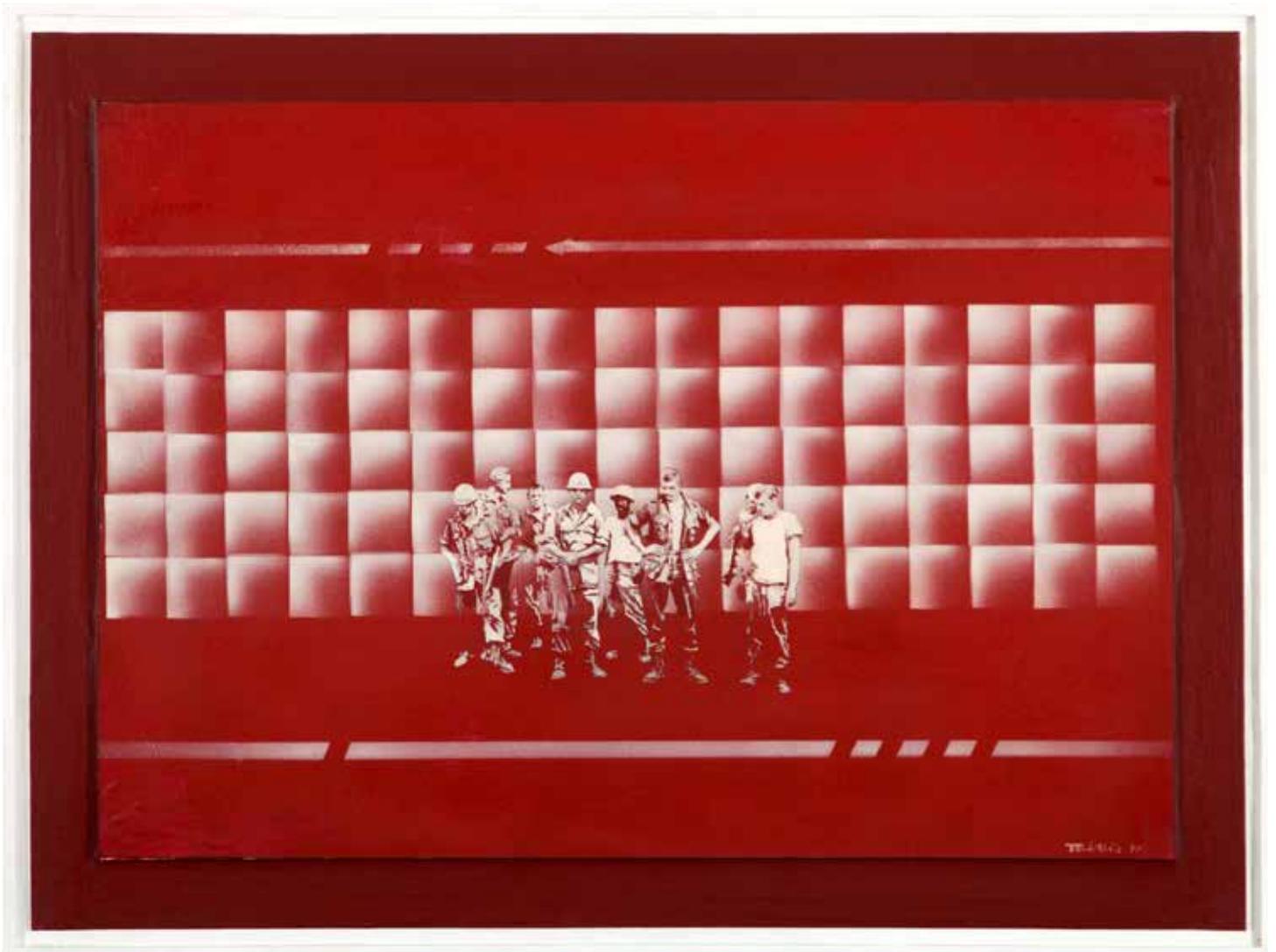
Provenance

Acquired directly from the artist at his studio in Athens in 1969 by Robert O. Anderson per the advice of Herbert Bayer of Aspen, Colorado.

Literature

Efi Strouza, *Yiannis Spyropoulos*, Ergatiki Estia, Athens 1989, p. 155.





62 AR

DIMITRIS PERDIKIDIS (1922-1989)

Soldiers

signed and dated 'Perdikidis 75' (lower right)

mixed media on panel

62 x 82.5 cm.

£4,000 - 6,000

€4,600 - 6,900

Provenance

Private collection, Athens.



63 AR

CHRYSSA (VARDEA) (1933-2013)

Box

signed twice 'Chryssa' (on the reverse)
construction with wood and neon
48.5 x 55.5 x 21.2 cm.

£8,000 - 12,000

€9,100 - 14,000

Provenance

Maria Kotzamani, Athens.
Private collection, Athens.

64 AR

COSTAS TSOKLIS (BORN 1930)

Untitled/ Seascape with rock
signed and dated 'C.Tsocolis 91' (lower right)
oil, marble and aluminium on canvas
120.5 x 180.5 x 21 cm.

£12,000 - 16,000

€14,000 - 18,000

Provenance

Private collection, Athens.





e. evans 91

65 * AR

YIANNIS SPYROPOULOS (1912-1990)

The passage N° 125

signed in Greek (lower right); signed, titled, inscribed and dated
'Jannis Spyropoulos. "The passage N° 125" Athens 1960 (100 x 73)'
(on the stretcher)

oil on canvas

100 x 73 cm.

£15,000 - 20,000

€17,000 - 23,000

Painted in 1960.

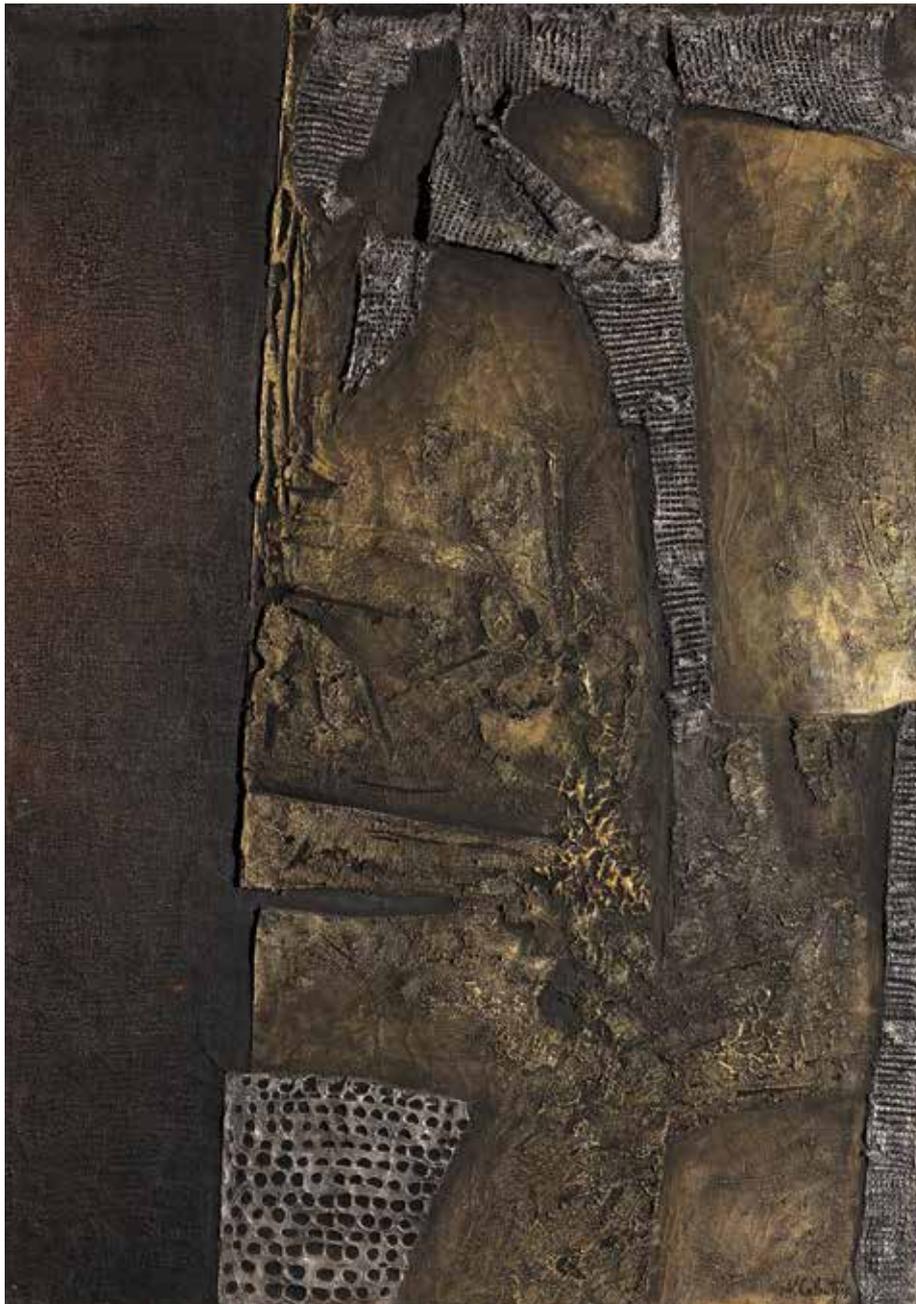
Provenance

Private collection, USA.

Exhibited

Milan, Galleria Gian Ferrari, *Mostra Personale*, 8-17 May, 1961.





66

66 AR

VALERIOS CALOUTSIS (BORN 1927)

Abyss

titled, signed, inscribed and dated 'Abyss V. Caloutsis Paris 1963'

mixed media on canvas

161.5 x 113.5 cm.

£3,000 - 5,000

€3,400 - 5,700

Painted in 1963.

Provenance

Private collection, UK.

67 AR

YANNIS MALTEZOS (1915-1987)

Compositions

i. signed in Greek (lower left)

oil on canvas

ii. signed in Greek (lower left)

oil on canvas

60 x 70 cm (each).

£4,000 - 6,000

€4,600 - 6,900

(2)

Provenance

Private collection, Sweden.



67 (i)



67 (ii)

68 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Corfu

signed in Greek (lower right); signed, inscribed and dated 'GHIKA
Kerkyra June 1981' (on the reverse)

oil on canvas
54,5 x 74 cm.

£20,000 - 30,000

€23,000 - 34,000

Provenance

Private collection, Athens.

Literature

Cleanthi-Christina Valkana, *Nikos Hadjikyriakos Ghika, His Painting
Oeuvre*, Benaki Museum, Athens 2011, no 523, p. 314 (illustrated).



69 AR

ALECOS FASSIANOS (BORN 1935)

The visitor, 1980

signed in Greek (lower left), titled and dated '1980' (upper right),

inscribed (lower right)

oil on canvas

142 x 120 cm.

£30,000 - 50,000

€34,000 - 57,000

Provenance

Zoumboulaki Galleries, Athens.

Private collection, Athens.





70^{AR}

COSTAS COULENTIANOS (1918-1995)

Generation III

initialled, dated and numbered 'KK/88', '2/6' (on the base)

steel with black patina

51 x 42 x 35 cm.

£4,000 - 6,000

€4,600 - 6,900

Executed in 1988.

Exhibited

Athens, Benaki Museum, *Couletianos the last acrobat of Modernism*, 28 September 2012- 13 January 2013, illustrated in the exhibition catalogue, no 181, p. 182.

Thessaloniki, Macedonian Museum of Contemporary Art, *Couletianos the last acrobat of Modernism*, 19 April 2013 – 26 July 2013.



71 AR

CHRISTIANA SOULOU (BORN 1961)

The conspiracy
signed in Greek (lower right)
egg tempera on canvas
70 x 50 cm.

£6,000 - 8,000

€6,900 - 9,100

Painted c.1992.

Provenance

Private collection, Athens.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

72 * AR

THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Infinity Field-Lefkada Series, 1973

titled, dated and signed 'INFINITY FIELD, LEFKADA SERIES, 1973, Stamos' (on the overlap)

acrylic on canvas

201 x 142 cm.

£15,000 - 20,000

€17,000 - 23,000

Provenance

Marlborough Gallery, New York.

Louis K. Meisel Gallery, New York.

M. Knoedler, Zurich.

Turske & Turske, Zurich.

Metcalfe Klopfer Gallery, Naples, Florida.

Exhibitions

Edwin A. Ulrich Museum of Art, Wichita State University, Kansas,

Theodoros Stamos: Paintings, February 28–April 1, 1979.

Metcalfe Klopfer Gallery, Naples, FL, *Theodoros Stamos: Selections*

1959-1986, February 11–March 10, 1999.

Hollis Taggart Galleries, New York, *Theodoros Stamos: A Communion*

with Nature, May 13–June 19, 2010.

Hollis Taggart Galleries, New York, *Pulling at Polarities*, May 10–

June 16, 2012.

Literature

Theodoros Stamos: A Communion with Nature (New York: Hollis Taggart Galleries, 2010), p. 24.

Kramer, Kate, *Theodoros Stamos: Selections 1959-1986* (Naples, FL: Metcalfe Klopfer Gallery, 1999), p. 63 (illustrated).





73 * AR

YIANNIS SPYROPOULOS (1912-1990)

In the forest
signed in Greek (lower left)
oil on paper
28 x 49 cm.

£3,000 - 5,000

€3,400 - 5,700

Painted in 1957.

Provenance

Private collection, USA.



74 * AR

YIANNIS SPYROPOULOS (1912-1990)

Phora C

signed in Greek (lower right); signed, titled, dated and inscribed
"JANNIS SPYROPOULOS PHORA C" / 1971 / 0.54 / 0.65 / ' (on
the stretcher); inscribed with the artist's address (on the stretcher)

oil and mixed media on canvas

54 x 64.8

Painted in 1971.

£6,000 - 9,000

€6,900 - 10,000

Provenance

Private collection, Australia.

75 AR

VLASSIS CANIARIS (1928-2011)

Untitled

i. Installation consisting of a banner of painted particle-board and pasted on posters and pieces of paper; two figures made of metal frame and clothing

176.5 x 290 cm the board

153 x 52 x 35 cm figure (a)

168 x 48 x 43 cm figure (b)

ii. Greek flag wrapped in plastic, edition of 20
200 cm height

£18,000 - 22,000

€21,000 - 25,000

Provenance

Ethousa Technis Kreonidis, Athens.

Maria Kotzamani, Athens.

Private collection, Athens.

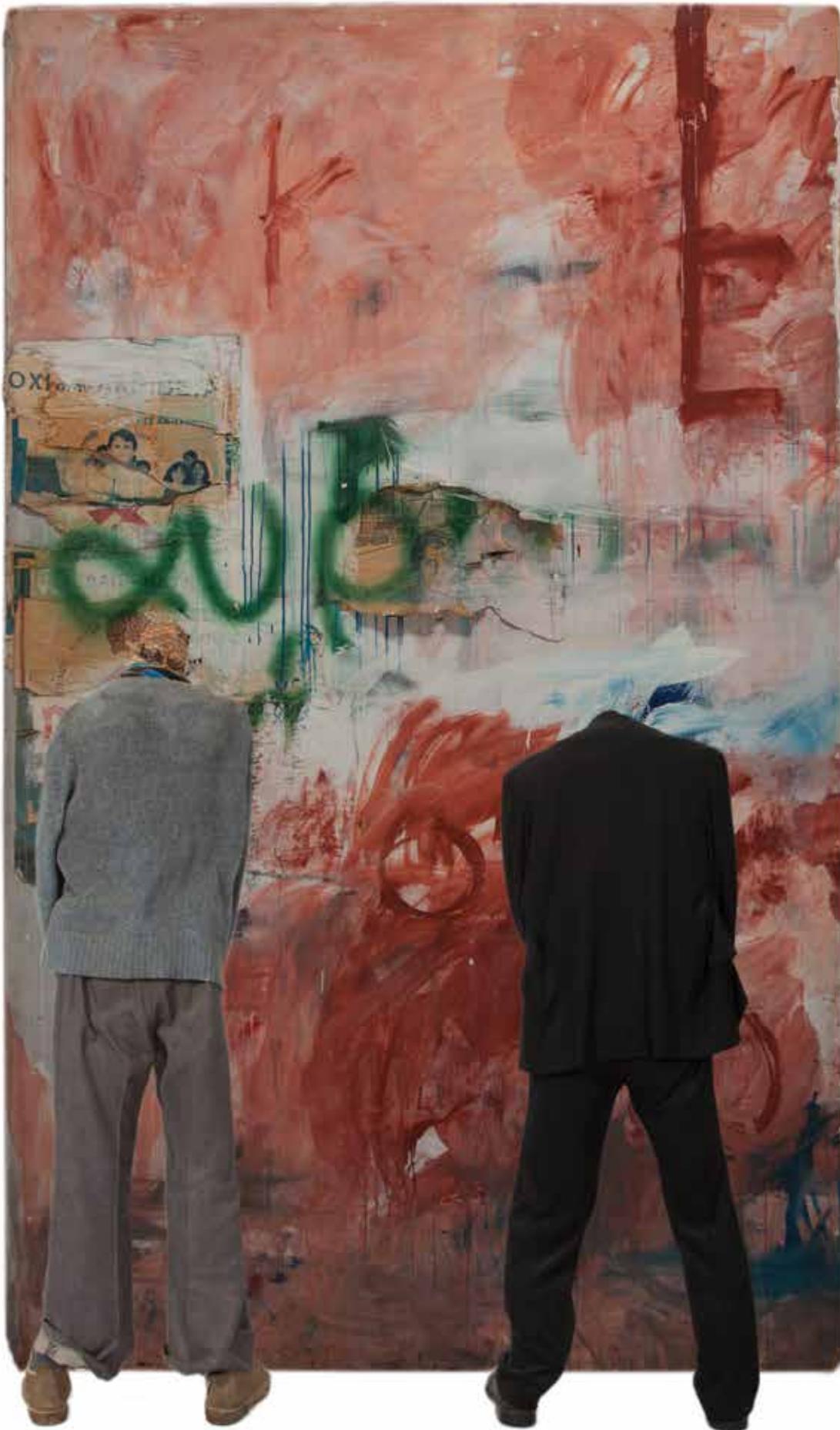
Literature

Michael Fehr, *Vlassis Caniaris, Konkreter Realismus. Skizze einer Künstlerischen Strategie, Werkverzeichnis 1952-1983*, Verlag für moderne Kunst, Nuremberg 1991, p. 125 (only the panel, illustrated)

Exhibited

The panel was part of the installation presented at the 43rd Biennale in Venice in 1988.

Thessaloniki, Macedonian Center of Contemporary Art, Geni Tzami, 1988 (only the panel).





76

76 AR

COSTAS TSOCLIS (BORN 1930)

Seascape

signed and dated 'C.Tsoclis 91' (lower left)

oil and marble on canvas

75.2 x 100.2 x 6 cm.

£5,000 - 7,000

€5,700 - 8,000

77 AR

COSTAS TSOCLIS (BORN 1930)

Tree trunks

signed 'C.Tsoclis' (lower right)

oil on wood on canvas

176.5 x 120 x 6 cm.

£12,000 - 18,000

€14,000 - 21,000





78 AR

ALECOS FASSIANOS (BORN 1935)

Hard to get
signed in Greek and dated '1983' (upper left)
oil on canvas
100.5 x 70.5 cm.

£6,000 - 8,000
€6,900 - 9,100

Provenance

Zoumboulakis Galleries, Athens.
Private collection, Athens.

Exhibited

Athens, Zoumboulakis Gallery, *Fassianos*, November 1983
(illustrated in the exhibition catalogue, p. 15).



79 AR

ALECOSS FASSIANOS (BORN 1935)

'Que de mensonges'
signed and dated 'A.Fassianos/1970' (middle left)
oil on panel
36.5 x 57.5 cm.

Provenance

Galerie P. Facchetti, Paris.
Private collection, Athens.

£5,000 - 7,000
€5,700 - 8,000

80 AR

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Signal

signed on the base

iron, objets trouvés

251 x 30 x 33 cm.

£30,000 - 40,000

€34,000 - 46,000

Executed in 1973.

This work is accompanied by a certificate of authenticity by the Research Center for the Art and the Sciences.





81 AR

PANAGIOTIS TETSIS (1925-2016)

Summer fruits on yellow table

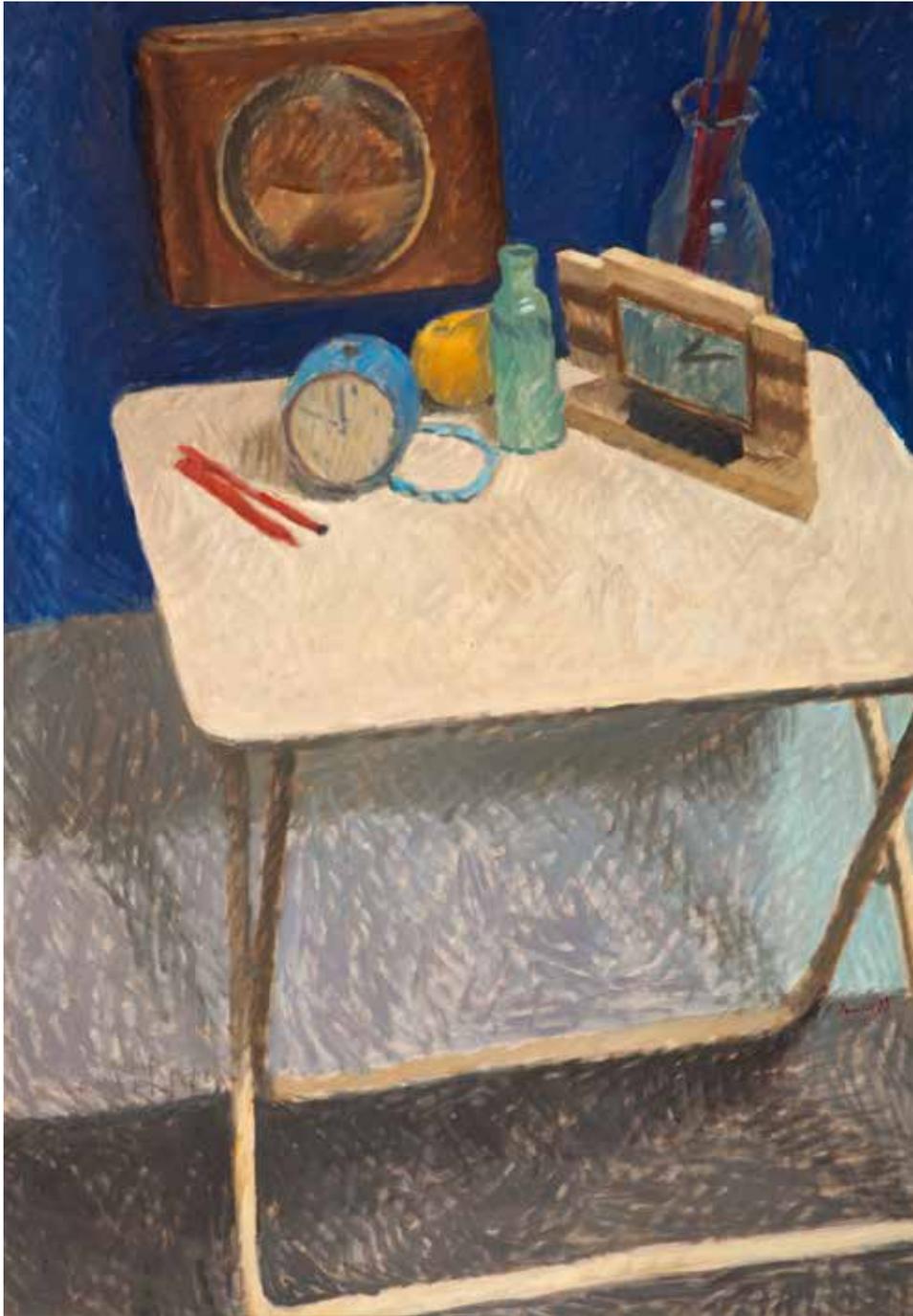
signed in Greek (lower right)

oil on canvas

84.3 x 88.3 cm.

£5,000 - 7,000

€5,700 - 8,000



82 AR

PAVLOS SAMIOS (BORN 1948)

Still life

signed and dated 'Samios 85' (lower right)

oil on canvas

100.5 x 70 cm.

£5,000 - 7,000

€5,700 - 8,000

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83 AR

CHRISTOS BOKOROS (BORN 1956)

Folded sheet and flame, 1994
signed in Greek (lower right)
oil and linen on wood
96,5 x 98 cm.

£15,000 - 20,000

€17,000 - 23,000

Provenance

Private collection, Athens.

Exhibition

Andros, Ploes VI, *Christos Th. Bokoros – The Landscape of hinterland*,
July 23 – September 28 2000, Petros and Marika Kydoniefs
Foundation, p. 34, no 3.
Agrinio, *Christos Th. Bokoros*, Municipal and regional theater of Agrinio
Agra publications 2000, p. 27 (illustrated), no 10.

Literature

Christos Bokoros, The painter of allegory, TA NEA publications Athens
2004, p. 50
Metropolitan Stories, Christos Bokoros Contemporary Art Creations,
Metropolis editions December 2009, p. 13.





84 AR

MAKIS THEOFLAKTOPOULOS (BORN 1939)

Brushstroke
signed in Greek and dated '80' (on the reverse)
oil on canvas
150x 120 cm.

£6,000 - 8,000
€6,900 - 9,100

Provenance

Ethousa Technis Athinon, Athens.
Private collection, Athens.



85 AR

MAKIS THEOFYLAKTOPOULOS (BORN 1939)

The motorcyclist
signed in greek and dated '79' (on the reverse)
oil on canvas
195 x 145 cm.

£7,000 - 10,000
€8,000 - 11,000



86 AR

NIKOS KESSANLIS (1930-2004)

Notturmo II

signed 'K.NIKOS' (lower right);

titled, numbered and signed 'NOTTURNO II N.55
NIKOS' (on the reverse)

oil on canvas

150 x 75 cm.

£5,000 - 7,000

€5,700 - 8,000

Exhibited

Rome, L'Obelisco Galleria d'Arte, 1959, no. 46.

Prato, Palazzo Pretorio, Mostra Internazionale d'Arte
Astratta, 1960.

Florence, Galleria Numero, 1961-62. (possibly)



87 AR

CHRISTOS LEFAKIS (1906-1968)

Painting 1965

signed and dated 'Lefakis 1976' (upper right); signed, inscribed and dated 'CHRISTOS LEFAKIS / SALONIKA, GREECE/ PAINTING 1965 (on the reverse)

mixed media on canvas

80 x 80 cm.

£6,000 - 8,000

€6,900 - 9,100

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



88 AR

ACHILLEAS DROUNGAS (BORN 1940)

Good fortune
signed 'A.Droungas' (lower right)
mixed media on paper
48 x 63 cm.

£2,000 - 3,000

€2,300 - 3,400



89 AR

ALECOS FASSIANOS (BORN 1935)

Still life

signed and inscribed in Greek and dated '1990' (on the upper part)

acrylic on paper laid on canvas

86 x 55.5 cm.

Provenance

Private collection, Athens.

£8,000 - 12,000

€9,100 - 14,000

90 AR

PAVLOS (PAVLOS DIONYSSOPOULOS)
(BORN 1930)

Ties

signed and dated 'Pavlos/94' (lower right); signed
and dated 'Pavlos/1994/PAVLOS' (on the reverse)
paper construction on panel framed in plexiglass
71 x 101 x 7 cm.

£15,000 - 20,000

€17,000 - 23,000









92

91 AR

GEORGIOS DERPAPAS (1937-2014)

Spiritual Scene
signed in Greek (lower right)
oil on panel
100 x 137.5 cm.

£10,000 - 15,000
€11,000 - 17,000

92

ALECOS FASSIANOS (BORN 1935)

Return to me
signed 'A.Fassianos' and titled in Greek (upper right)
acrylic on paper laid on canvas
60.5 x 71.3 cm.

£8,000 - 12,000
€9,100 - 14,000



93 AR

THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Aegean Sun Box

signed 'Σtamos' (lower left); signed, dated, titled and inscribed

'Aegean Sun Box/ Stamos 1968' (on the reverse)

watercolor on paper board

60 x 50 cm.

£4,000 - 6,000

€4,600 - 6,900

Provenance

Christie's, New York, 6 March 2014, lot 295.

Private collection (acquired from the above sale).

94 AR

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Signal, 1967

with metallic plate (under the base) bearing 'series 1/no 45, 1967,
voltage 220/240'

lights,metal

194 x 24 x 21 cm.

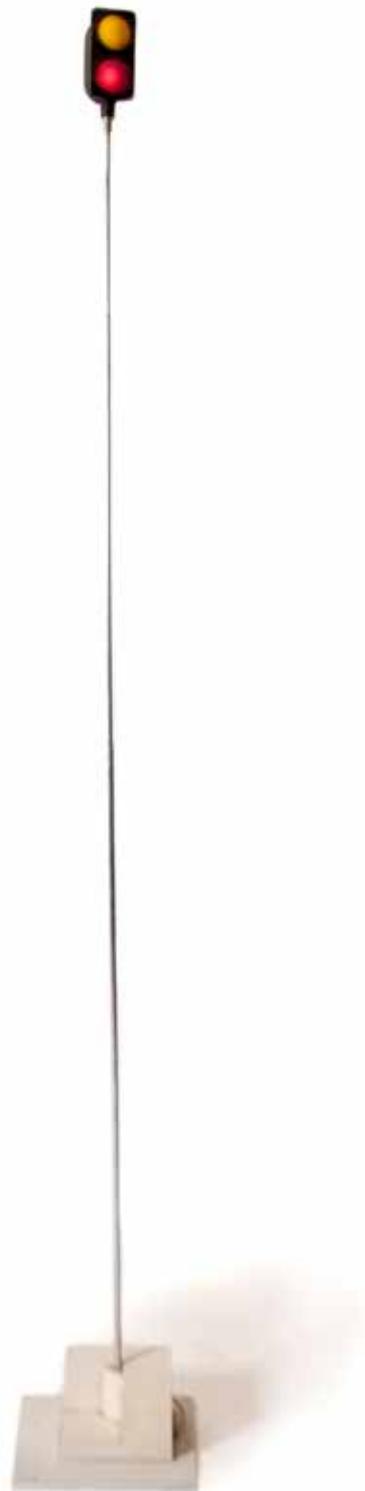
£4,000 - 6,000

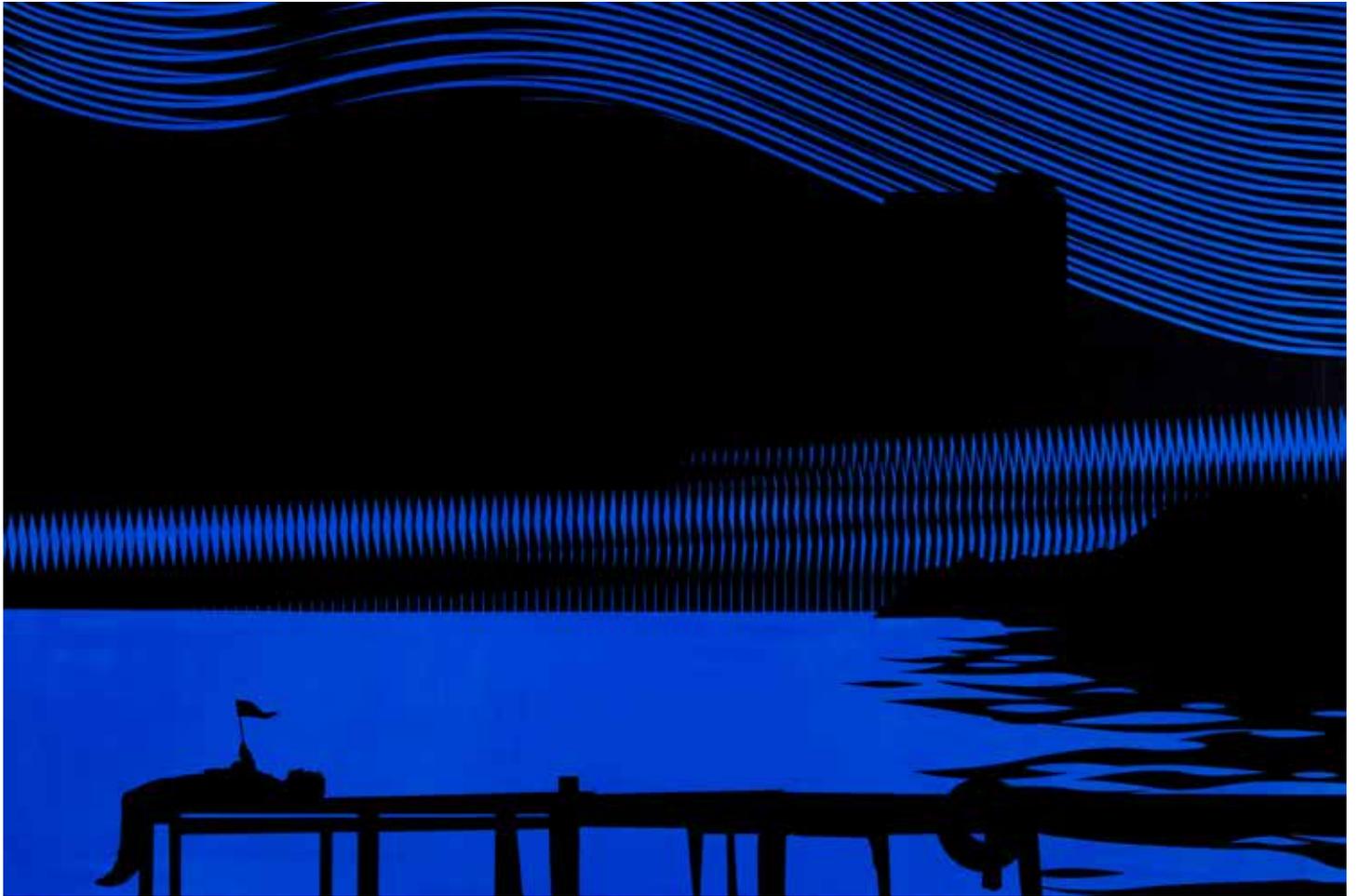
€4,600 - 6,900

Provenance

Thomas Rehbein Galerie, Koeln.

Private collection, Athens.





95 AR

ALEXANDROS PSYCHOULIS (BORN 1966)

Party for visual extension
signed in Greek and dated '09'
acrylic on artificial leather
180 x 120 cm.

£5,000 - 7,000
€5,700 - 8,000



96 AR

COSTAS PAPANIKOLAOU (BORN 1959)

Aegean landscape
signed in Greek and dated '1991' (lower right)
oil on canvas
185.5 x 241 cm.

£10,000 - 15,000

€11,000 - 17,000

Provenance

Zoumboulakis Galleries, Athens.
Private collection, Athens.



97 AR

ALECOS FASSIANOS (BORN 1935)

The glorious youth of the summer
signed in Greek (upper right), bears dedication in Greek (upper left)
acrylic on canvas
70 x 100 cm.

£10,000 - 15,000
€11,000 - 17,000



98 AR

RALLIS KOPSIDIS (BORN 1929)

Spring rhapsody
signed in greek and dated '89' (lower right)
oil on canvas
100 x 145 cm.

£6,000 - 8,000
€6,900 - 9,100



99

99 AR

CHRONIS BOTSOGLOU (BORN AFTER 1941-)

The toy maker
signed in Greek and dated '95' (lower right); inscribed (on the reverse)
oil on canvas
70 x 50 cm.

£5,000 - 7,000
€5,700 - 8,000

Painted in 1995.

Provenance

Acquired directly from the artist by the present owner.

100 AR

APOSTOLOS GEORGIU (BORN 1952)

Untitled
signed in Greek and dated '09' (on the reverse)
acrylic on canvas
110.5 x 130 cm.

£12,000 - 18,000
€14,000 - 21,000

Painted in 2009.

The work is accompanied by a certificate signed by the artist.

Provenance

Acquired directly from the artist by the present owner.





101

101 AR

GEORGIOS SIKELIOTIS (1917-1984)

Angel

signed in Greek (lower center)

mixed media on linen

56 x 56 cm.

£2,000 - 3,000

€2,300 - 3,400

Painted c.1971-1975.

102 AR

YIANNIS TSAROUCHEIS (1910-1989)

Young student, 1977

signed in Greek and numbered '37/50'

lithograph overpainted with pastels by the artist, unframed

200 x 100 cm.

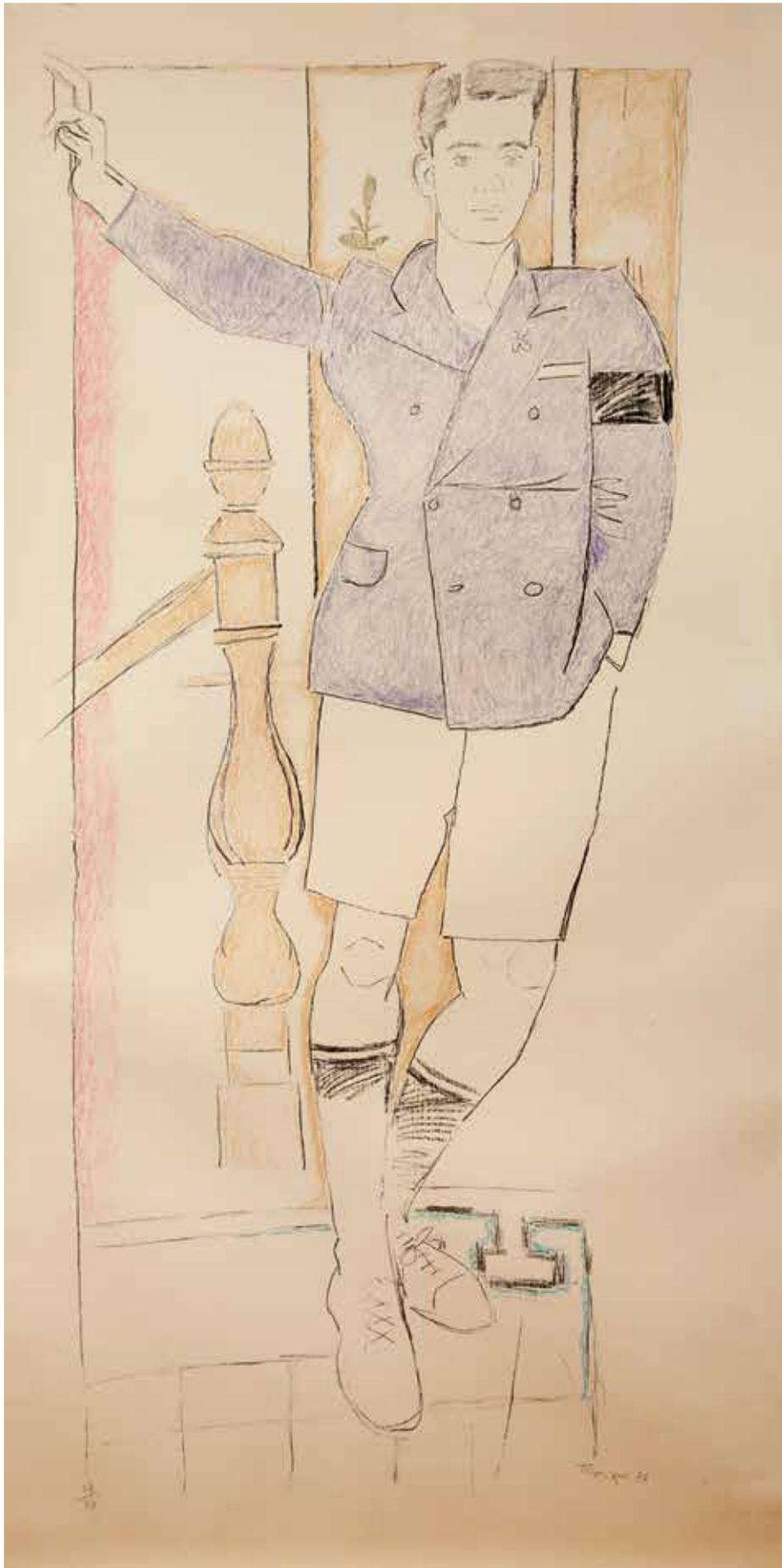
£6,000 - 8,000

€6,900 - 9,100

Provenance

Ethousa Technis Athinon, Athens.

Private collection, Athens.



Bonhams

AUCTIONEERS SINCE 1793



The Russian Sale

New Bond Street, London | 28 November 2018

ENQUIRIES

+44 20 7468 8312
russian@bonhams.com
[bonhams.com/russian](https://www.bonhams.com/russian)

IVAN AIVAZOVSKY
(RUSSIAN, 1817-1900)

Shipwreck at a rocky shore
£150,000 - 200,000 *

Bonhams

AUCTIONEERS SINCE 1793



Prints & Multiples

New Bond Street, London | 18 December 2018, 2pm

ENTRIES NOW INVITED

Closing date for entries 15 October

ENQUIRIES

+44 (0) 20 7468 8262
lucia.trosantafe@bonhams.com
bonhams.com/prints

PABLO PICASSO (SPANISH, 1881-1973)

Pichet à glace (Ramié 143), 1952
white earthenware ceramic vessel
with colored engobe and glaze
Sold for £60,000



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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an Estimate is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *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. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to *VAT* at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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, shown beside the *Lot* number, 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*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by 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: 25663009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25663009

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.

Payment may also be made by one of the following methods:

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 and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, 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

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or

otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com 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

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

9 THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams*, *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of *Contracts (Rights of Third Parties) Act 1999*, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the *Purchase Price* for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [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	7.3.1	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>):	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	7.4	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	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	to retain possession of the <i>Lot</i> ;	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	8.1	to remove, and/or store the <i>Lot</i> at your expense;	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	8.1.1	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;	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	8.1.2	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;	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	8.1.3	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;	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	8.1.4	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;	10 OUR LIABILITY	10.1
7.1.8	8.2	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;	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	8.2.1	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;	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	8.2.2	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;	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	9 FORGERIES	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> .	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	9.1	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.	10.2.3	damage to tension stringed musical instruments; or
	9.2	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	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	Paragraph 9 applies only if:	10.2.1	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	10.2.2	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> .	10.2.3	damage to tension stringed musical instruments; or

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"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

19th Century Paintings

UK
Charles O' Brien
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Madalina Lazen
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20th Century British Art

Matthew Bradbury
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Aboriginal Art

Francesca Cavazzini
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African Modern &

Contemporary Art
Giles Peppiatt
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African, Oceanic & Pre-Columbian Art

U.S.A.
Fredric Backlar
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American Paintings

Liz Goodridge
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Antiquities

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Antique Arms & Armour

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U.S.A.
James Ferrell
+1 415 503 3332

Art Collections, Estates & Valuations

Harvey Cammell
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Art Nouveau & Decorative Art & Design

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Mark Oliver
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U.S.A.
Benjamin Walker
+1 212 710 1306
Dan Tolson
+1 917 206 1611

Australian Art

Meryn Schriever
+61 2 8412 2222
Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+61 2 8412 2222

Books, Maps & Manuscripts

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

British & European Glass

UK
John Sandon
+44 20 7468 8244

British Ceramics

UK
John Sandon
+44 20 7468 8244

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

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Helena Gumley-Mason
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Celeste Smith
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Chinese & Asian Art

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U.S.A.
Dessa Goddard
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HONG KONG
Xibo Wang
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AUSTRALIA
Yvett Klein
+61 2 8412 2231

Clocks

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James Stratton
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U.S.A.
Jonathan Snellenburg
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Coins & Medals

UK
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Paul Song
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Contemporary Art

UK
Ralph Taylor
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U.S.A.
Jeremy Goldsmith
+1 917 206 1656

Entertainment Memorabilia

UK
Katherine Schofield
+44 20 7393 3871
U.S.A.
Catherine Williamson
+1 323 436 5442

European Ceramics

UK
Sebastian Kuhn
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U.S.A.
+1 415 503 3326

Furniture

UK
Thomas Moore
+44 20 8963 2816
U.S.A.
Andrew Jones
+1 415 503 3413

European Sculptures & Works of Art

UK
Michael Lake
+44 20 8963 6813

Greek Art

Anastasia Orfanidou
+44 20 7468 8356

Golf Sporting Memorabilia

Kevin McGimpsey
+44 131 240 2296
Hamish Wilson
+44 131 240 0916

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
India Phillips
+44 20 7468 8328
U.S.A.
Caitlyn Pickens
+1 212 644 9135

Indian, Himalayan & Southeast Asian Art

H.K.
Edward Wilkinson
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U.S.A.
Mark Rasmussen
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Islamic & Indian Art

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Japanese Art

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Suzannah Yip
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U.S.A.
Jeff Olson
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Jewellery

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Jean Ghika
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U.S.A.
Caroline Morrissey
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HONG KONG
Graeme Thompson
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Marine Art

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Veronique Scorer
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Mechanical Music

Jon Baddeley
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Modern, Contemporary & Latin American Art

U.S.A.
Alexis Chompaisal
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Modern & Contemporary Middle Eastern Art

Nima Sagharchi
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Modern & Contemporary South Asian Art

Tahmina Ghaffar
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Modern Design

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Motor Cars

UK
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EUROPE
Philip Kantor
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Automobilia

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Adrian Pipiros
+44 20 8963 2840

Motorcycles

Ben Walker
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Native American Art

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Natural History

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Claudia Florian
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Old Master Pictures

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Mark Fisher
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Orientalist Art

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Prints and Multiples

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Russian Art

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Yelena Harbick
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Scientific Instruments

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Scottish Pictures

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Silver & Gold Boxes

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South African Art

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Sporting Guns

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Travel Pictures

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Urban Art

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Watches & Wristwatches

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H.K.
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Whisky

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