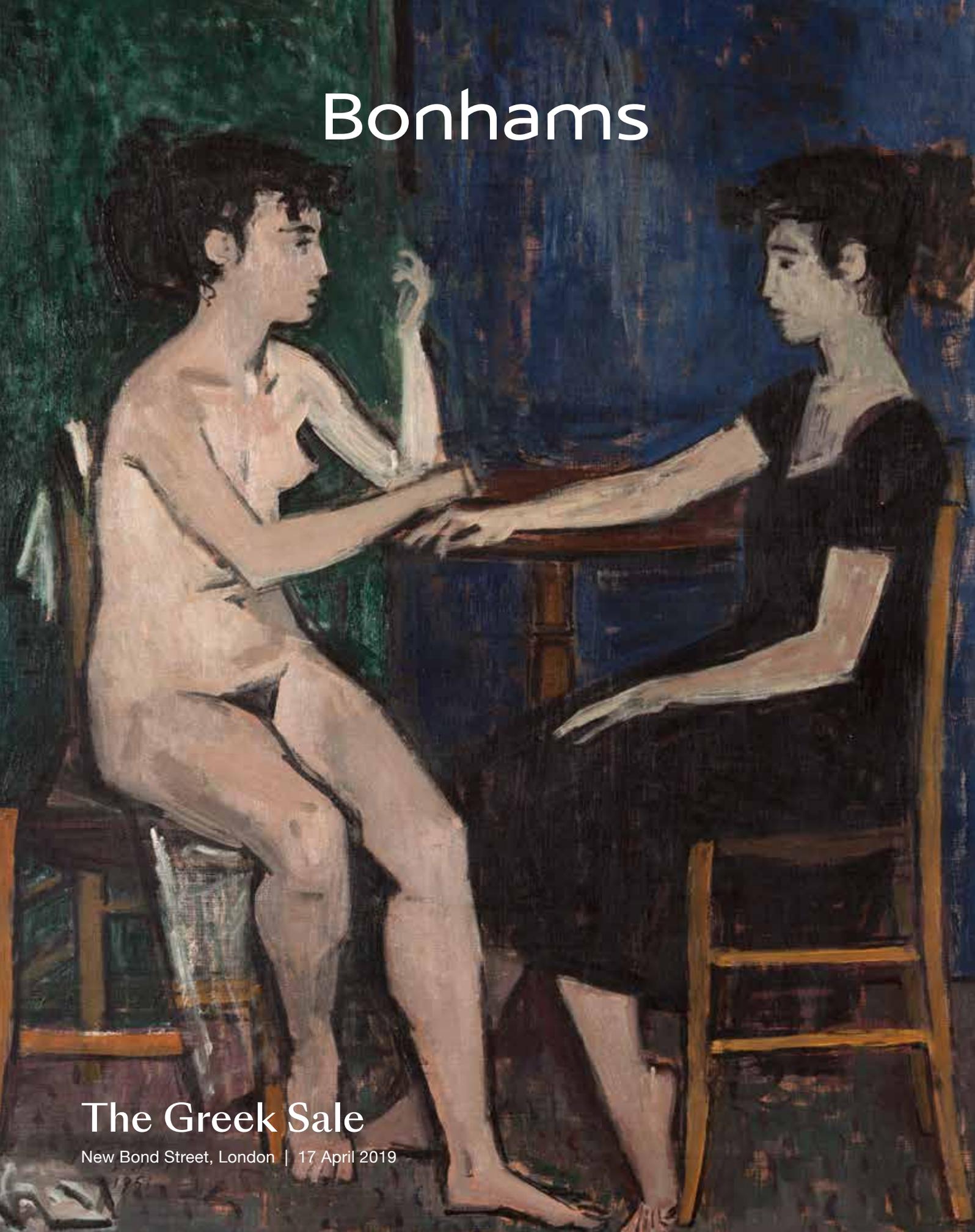


Bonhams



The Greek Sale

New Bond Street, London | 17 April 2019





ὁ Δούρειος ὄφις ὁ Ἀγαμέμνων ὁ Ἄρης καὶ τὰ ἄλλα



1925

τοῦ Παριδίου καὶ τῆς ἑξῆς τῶν Τρώων, ὅτι εἶχαν ἐπαύσει

The Greek Sale

New Bond Street, London | Wednesday 17 April 2019 at 2pm

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catalogue.

The Greek Sale

Lots 1 - 88



1 AR

YIANNIS TSAROUCHEIS (1910-1989)

Portrait of Dominique

signed in Greek and dated '1973' (lower right)

pastel, crayons and pencil on paper

40 x 40 cm.

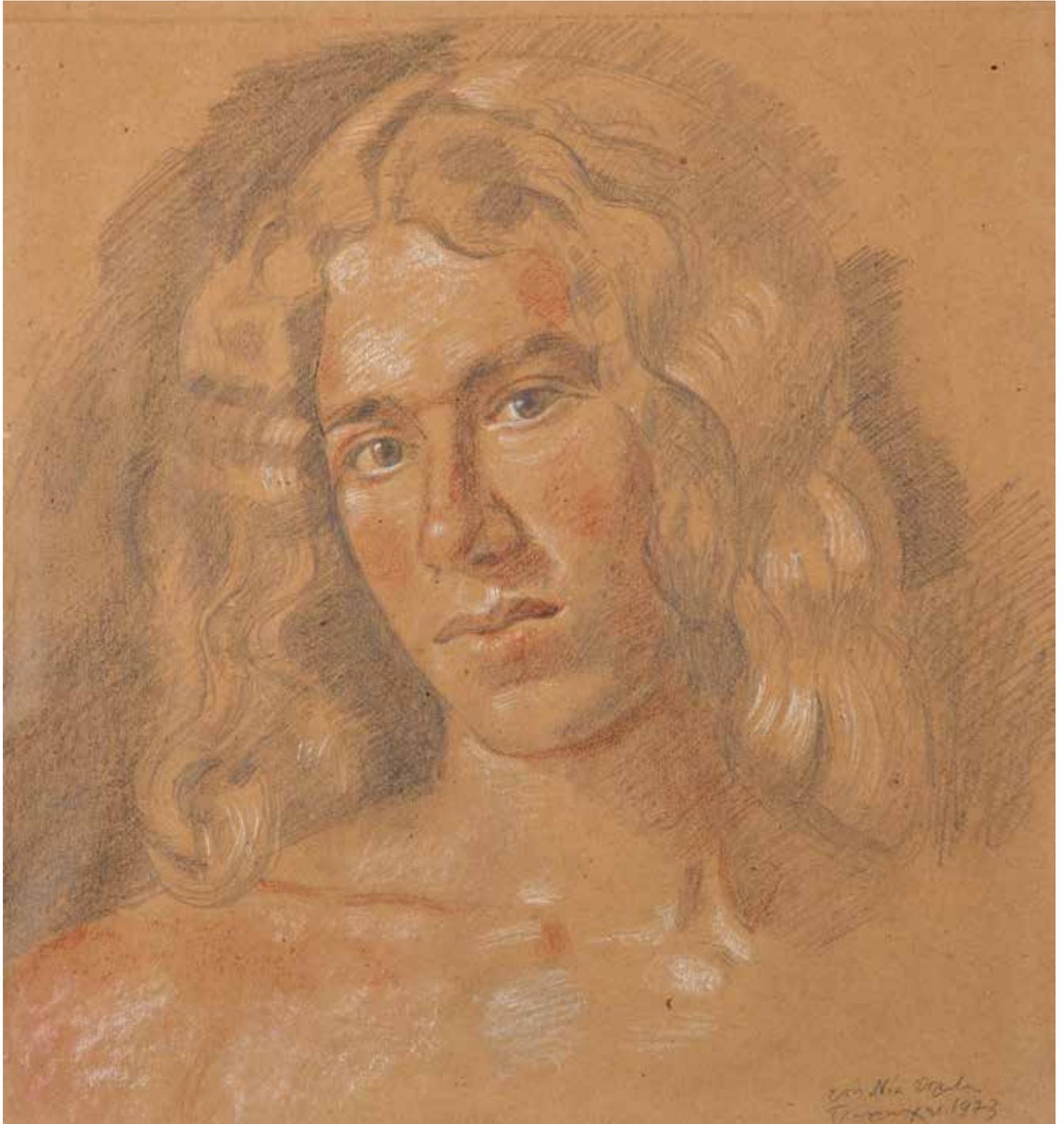
£15,000 - 20,000

€17,000 - 23,000

Provenance

Nia Stratos collection, Athens.

Private collection, Athens.





2 AR

YIANNIS TSAROUCIS (1910-1989)

Still life of roses

signed in Greek and dated '78'

oil on canvas wrapped on board

44.5 x 36.5 cm.

£10,000 - 15,000

€12,000 - 17,000

Literature

Yannis Tsarouchis Painting, Y. Tsarouchis Foundation, Athens 1990,
no. 532 (illustrated).



3 AR

YIANNIS TSAROUCHEIS (1910-1989)

Pink roses in a vase
signed in Greek and dated '78' (lower right)
oil on canvas wrapped on board
44.5 x 36.5 cm.

£10,000 - 15,000

€12,000 - 17,000



4

GEORGIOS JAKOBIDES (1852-1932)

Allegorical composition
signed 'G. JAKOBIDES' (lower right)
oil on panel
25 x 35.5 cm.

£8,000 - 12,000

€9,300 - 14,000

Painted in 1889.

Exhibited

Athens, National Gallery and Alexandros Soutzos Museum, *Jakobides Retrospective*, 14 November 2005-30 January 2006 (illustrated in the exhibition catalogue curated by O. Mentzafou-Polyzou, p.136, no. 15).

Literature

O.Mentzafou-Polyzou, *Jakobides*, Adam editions, Athens 1999, p.61 (illustrated).

A.Kottidis, *Greek Art, 19th Century Painting*, Ekdotiki Athinon editions, Athens 1995, no 118, pp. 241-242 (discussed), p. 148 (illustrated).



5 AR

GEORGIOS BOUZIANIS (1885-1959)

Ein Mädchen

signed (upper right); signed and titled on the pass-par-tout
watercolour and pencil on paper

45.5 x 34 cm.

£6,000 - 8,000

€7,000 - 9,300

Painted c.1928.

Literature

D. Deliyannis, *Yorgos Bouzianis 1885-1959*, Adam editions, Athens
1996, no. 292, p. 295 (catalogued), p. 182 (illustrated).



6 (c)



6 (a)



6 (b)

6

EUROPEAN SCHOOL, 19TH CENTURY

a) Armed Greek soldier

oil on canvas

29.5 x 24.5 cm.

EUROPEAN SCHOOL, 19TH CENTURY

b) Greek warrior

oil on marble

20 x 15 cm.

GERMAN SCHOOL (c.1830-1840)

c) Greek beauty

oil on canvas

27.7 x 21.5 cm.

(3)

£3,000 - 5,000

€3,500 - 5,800

Provenance

a) Greek Sale, Christie's, Athens, 4 December 1995, lot 3.



7

CARL HAAG, O.W.S. (GERMAN, 1820-1915)

The Parthenon

signed 'Carl Haag.' (lower right)

watercolour on paper

30 x 60 cm.

£2,000 - 3,000

€2,300 - 3,500



8

VASILIOS CHATZIS (1870-1915)

Greek shore

signed in Greek (upper left)

oil on panel

58 x 120 cm.

£20,000 - 30,000

€23,000 - 35,000

We are grateful to Professor M. Vlachos for his assistance in authenticating this lot.

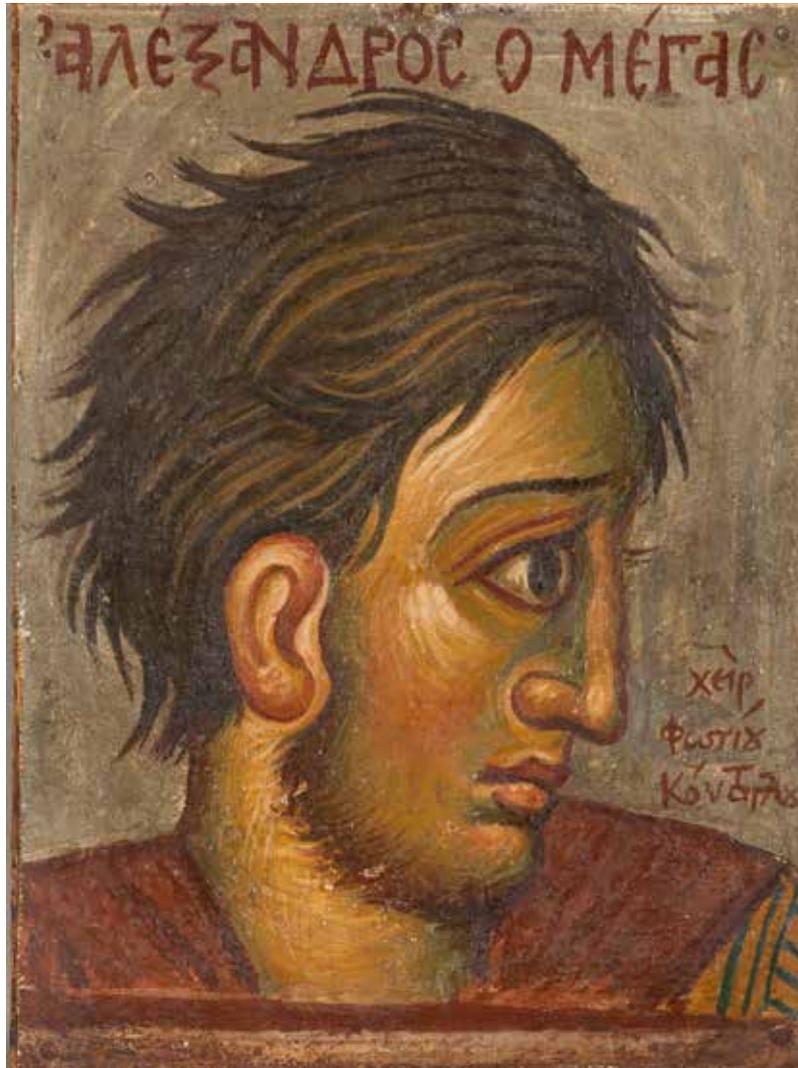


The son of a shipowner and an eminent exponent of the Munich school, though he never studied at the Bavarian capital's Academy of Fine Arts, Chatzis was an exceptional talent, often rivalling his great teacher C. Volanakis¹ (compare C. Volanakis, *Sunset promenade with ships in the distance*, lot 25).

Capturing a tranquil seashore scene with compelling naturalism, Chatzis's Greek shore is a highly accomplished work distinguished by crisp design, colour sensitivity, romantic feel and excellent compositional balance. Note how the low horizon that gives full value to the spaciousness of the sky is intersected by the vertical

accent of the boat mast to capture the absolute stillness of the hour. Demonstrating great skill in rendering the two groups of people perfectly integrated in their natural surroundings, this fascinating image of beached boats and fishermen at work chants the stories of everyday life on the Greek seacoast.

¹. "When you look at his pictures you are reminded of Volanakis". G. Vokos, "Vassilios Hantzis" [in Greek], *Kallitechnis* magazine, no. 18, September 1911, p. 201. See also M. Vlachos, *Greek Marine Painting*, Olkos editions, Athens 1993, p. 231.



9 AR

FOTIS KONTOGLOU (1895-1965)

Alexander the Great
signed in Greek (lower right) and titled in Greek (upper part)
oil on canvas laid on hardboard
22 x 16 cm.

£4,000 - 6,000
€4,700 - 7,000

Painted c.1930.

Provenance

The estate of the artist.

Exhibited

Athens, National Gallery - Alexandros Soutzos Museum, *Fotis Kontoglou*, November 1978, no. 188 (illustrated in the exhibition catalogue, p. 120).
Thessaloniki, Archaeological Museum, Macedonian Centre of Contemporary Art, XXI Dimitria Cultural Festival, *Fotis Kontoglou Retrospective Exhibition*, November 5 - December 15, 1986 (illustrated in the exhibition catalogue, no. 36 and in the festival's general catalogue, p. 66).
Tinos island, I. Orfanos Cultural Centre, *Fotis Kontoglou, Journey to the Island of the Blessed Virgin*, August 15 - September 10, 2000, no. 14 (illustrated in the exhibition catalogue).

Literature

N. Zias, *Photis Kontoglou, Painter*, Commercial Bank of Greece edition, Athens 1993, p. 56 (discussed), no. 96 (illustrated).
Zygos magazine, no. 31, September-October 1978, p. 14 (shown in a photograph with the artist at his home-studio).



10 AR

NIKOS ENGONOPOULOS (1910-1985)

Vierge à l' Enfant

signed and dated in Greek (lower right)

egg tempera and gold leaf on panel

39.8 x 31.5 cm.

£5,000 - 7,000

€5,800 - 8,200

Painted in 1949.

Provenance

Private collection, Athens.

Literature

K.Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no 365, pp. 265 and 432 (illustrated).

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.

11

THEOFILOS HADJIMICHAEL (1871-1934)

The Trojan Horse

signed in Greek (lower left); dated '1925' and inscribed on the upper and lower part

natural pigments on zinc

51.3 x 72 cm.

£30,000 - 50,000

€35,000 - 58,000

Painted in 1925.

Provenance

A. Embeirikos collection, Athens.

Private collection, Athens.

Literature

Theofilos, Commercial Bank of Greece edition, Athens 1966, no. 191 (illustrated).

G. Petris, *The Painter Theofilos*, Exandas editions, Athens 1978, p. 42 (discussed), no. 5 (illustrated).

A national treasure and an artistic gem by the 'wandering magician of Greek history'¹, this fascinating canvas explores a mythical, ideal world that stirred the artist's imagination since his early childhood.

The scene illustrates the closing episodes of the Trojan War as related by Homer in his Iliad: the death of Paris, the Trojan horse and the sack of Troy. After laying siege to the city for ten years, the Greeks finally took it by ruse rather than force. Pretending to give up their enterprise and embarking in their ships, they left behind an enormous wooden horse in which their best men were hidden. Despite priest Laocoon's warnings, the Trojans, overjoyed at seeing the siege come to an end, dragged the horse inside their walls. While they feasted that night, the Greeks crept out of their hideout, opened the city gates to their companions and sacked Troy.²

The wealth of detail is a vehicle of initiation into the artist's vision; a means of rendering more tangible to the spectators' imagination the world of gallantry and legend they are invited to contemplate. The attacking Greeks on the right foreground are clad in short blue tunics, gold breastplates and helmets and crimson red cloaks, recalling the artist's representations of Alexander the Great and Byzantine Emperor Constantine Palaiologos (compare *Battle of Alexander the Great and Emperor Constantine XI Palaiologos at the walls of Constantinople*, Bonhams Greek Sales 16/11/2016 and 24/04/2013 respectively). As noted by Y. Tsarouchis, "this outfit known from the folk woodcuts of Erotocritos and the Roman soldiers in 19th c. post-Byzantine icons, is identical to Italian opera costumes, as designed by famed set designers and, long before them, by such greats as Botticelli and Raphael, when they painted military saints or archangels."³ The correlation between archaic Greeks, Alexander and Constantine shows how Theofilos, with his instinctive knowledge and keen sense of historical past, could easily migrate from one era to another, capturing bygone glory and heroism as a form of timeless Hellenism constantly reborn in the present.

His fascination with the idea of eternal Greece is expressed without having to succumb to historical or topographical accuracy. As perceptively noted by G. Petris when discussing this lot in his book on Theofilos,

"the group of hilltop houses on the upper left corner closely resembles a contemporary village. Most likely, this scene is composed of the artist's fragmentary recollection of previous representations."⁴ There is a distinct sense of home and domesticity in Theofilos's vision of the faraway past.

Myth and history are filtered through the artist's rich imagination and transformed into the enthusiasm sparked in him by valour and heroic achievement. Gallantry is indicated through the repetition of pictorial and iconographic conventions, an approach to painting rooted in Byzantine and folk tradition and reminiscent of descriptions found in demotic songs. The linear arrangement of the warriors, the symmetry and rhythm of the composition and the impression of an immutable reality, take one even further back to Archaic Greek vase painting where all episodes or figures are generally set side by side in a *paratactical* presentation like beads on a string. Moreover, the picture's lengthy title, inscribed on the upper and lower framing band, reflects the painter's desire to provide a full description of his subject by leaving nothing obscure. On the contrary, the visual act is clearly expressed, while all phenomena are thrust forward to the narrative surface, where they receive even illumination in a flat, continuous present—an approach to representation that is a fundamental structural principle of the Homeric epics.⁵

1 See O. Elytis, *The Painter Theofilos* [in Greek], Asterias editions, Athens 1973, p. 24.

2 See A. Lang, *Tales of Troy and Greece*, Wordsworth editions, Hertfordshire 1995, p. 89.

3 Y. Tsarouchis, "The Painter Theofilos" preface to *Theofilos*, Commercial Bank of Greece, Athens 1967, p. 18.

4 G. Petris, *The Painter Theofilos*, Exandas editions, Athens 1978, p. 42.

5 See H. Kambouridis - G. Levounis, *Modern Greek Art-The 20th Century*, Athens 1999, p. 43.

Please note that due to Greek regulation, this lot cannot be exported from Greece and will be available for viewing and inspection in Athens either by appointment or during the Athens Preview, 2-4 April 2019. This work will be located in Athens during the auction.



12

12 AR

SPYROS PAPALOUKAS (1892-1957)

Houses in Lesvos
signed in Greek (lower right)
oil on card laid on cardboard
28 x 33 cm.

£12,000 - 18,000
€14,000 - 21,000

Painted in 1924.

Provenance

Acquired directly from the artist by the present owner.

13 AR

SPYROS PAPALOUKAS (1892-1957)

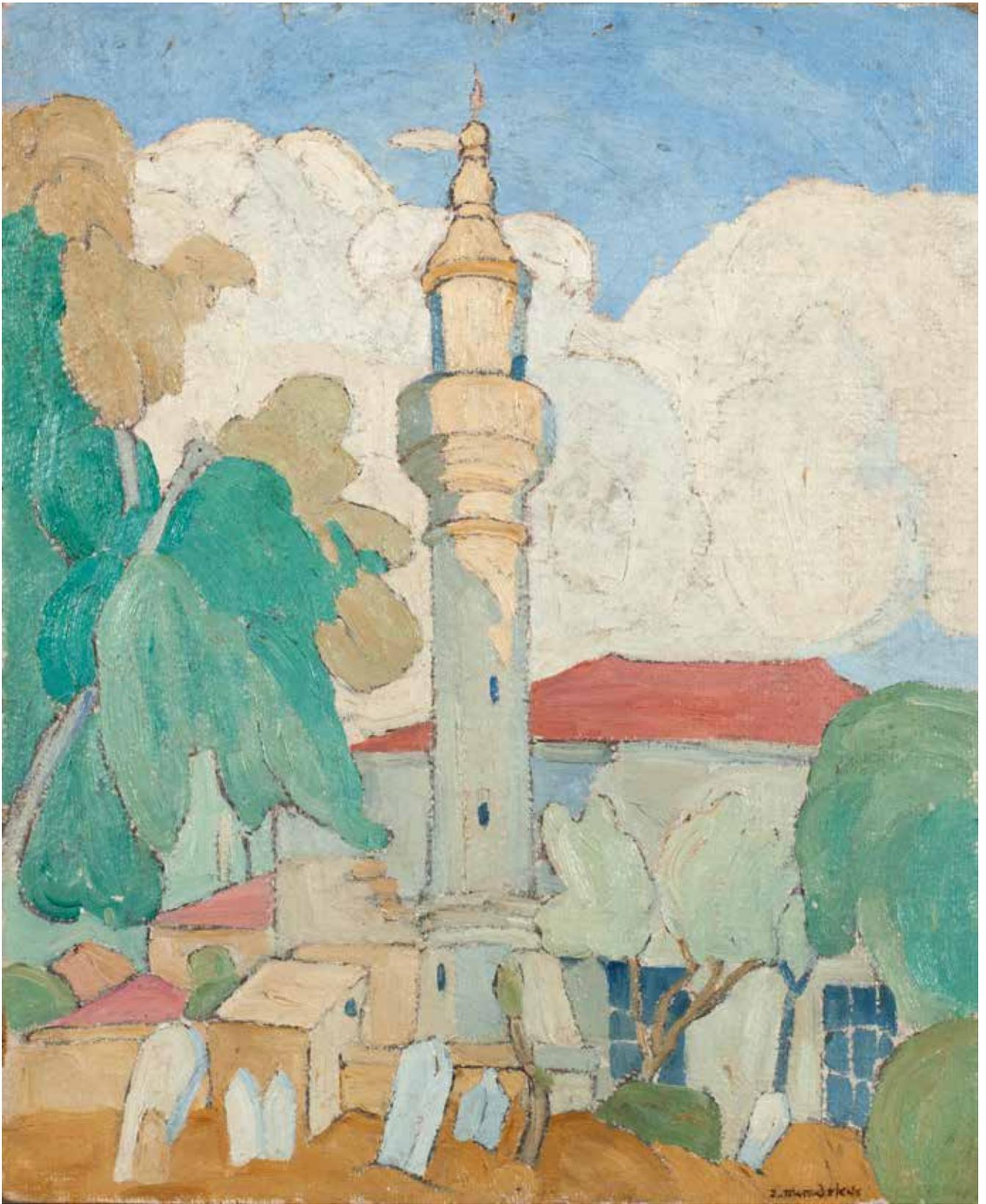
Minaret in Lesvos
signed in Greek (lower right)
oil on card
33.5 x 27 cm.

£15,000 - 25,000
€17,000 - 29,000

Painted in 1925.

Provenance

Acquired directly from the artist by the present owner.



13

14

CONSTANTINOS VOLANAKIS (1837-1907)

After the inauguration
signed in Greek (lower left)
oil on canvas
45 x 68 cm.

£20,000 - 30,000

€23,000 - 35,000

We are grateful to Professor M. Vlachos for his assistance in authenticating this lot.

Provenance

Private collection, Athens.

This rich scene of strolling officers, sailors on board tenders and observing local folk is set against a spectacular array of bedecked battleships firing cannon salutes,¹ strongly reminiscent of two of Volanakis's most famous compositions that convey a jubilant atmosphere of national elation: *The Arrival of Princess Sophia in Phaleron*, 1889-1890 in a Private collection, and especially *The inauguration of the Corinth Canal*, 1893, in three versions, held by the Bank of Greece, the National Bank of Greece and Alpha Bank.

The Corinth Canal, which connects the Gulf of Corinth with the Aegean Sea cutting through the narrow Isthmus of Corinth, was a major achievement of the Charilaos Trikoupis governments that revolutionised shipping in the Mediterranean and established Piraeus as a key port in the trade routes to the West. When French engineers completed the four-mile-long canal in 1893 after 11 years of work, they finished a job that only Periandros of Corinth in the 7th century BC and Emperor Nero in the first century AD had previously attempted. Until the canal was built, ships sailing between Piraeus and Italy had to round the dreadful Cape Tainaron (Matapan) at the southern tip of the Peloponnese, adding some 200 miles to their journey. The Corinth Canal was also the subject of another Volanakis masterpiece, *The cutting of the Isthmus of Corinth* (E. Koutlides Foundation, Athens).

¹ The customary gun salute was established as a naval tradition in the late sixteenth century. A warship would fire its cannons harmlessly out to sea, until all ammunition was spent, to show that it was disarmed, signifying the lack of hostile intent. As naval customs evolved, guns came to be fired for heads of state, visiting dignitaries or persons to whom honors were being rendered.





15

VASILIOS CHATZIS (1870-1915)

Fishing boats
signed in Greek (lower left)
oil on canvas
30 x 41 cm.

£3,000 - 5,000

€3,500 - 5,800

We are grateful to Professor M. Vlachos for his assistance in authenticating this lot.



16 (a)

16
VASILIOS CHATZIS (1870-1915)

a) Low tide, Chalkis
 signed in Greek (lower right)
 oil on panel
 16.2 x 30 cm.

b) Fishing boat
 signed in Greek (lower right)
 oil on panel
 22.5 x 14.5 cm.

(2)

£6,000 - 8,000
 €7,000 - 9,300

We are grateful to Professor M. Vlachos for his assistance in authenticating this lot.



16 (b)

17

MICHALIS ECONOMOU (1888-1933)

Mega Spileo

signed 'M. Economou' (lower right)

oil on canvas

50 x 60 cm.

£20,000 - 30,000

€23,000 - 35,000

Provenance

Private collection, Athens.

Literature

A. Kouria, *M. Economou*, Adam editions, Athens 2001, no. 93, p. 256 (catalogued), p. 141 (illustrated).

Built along a precipitous cliff at the mouth of the Chelmos Cave in northern Peloponnese in 362 AD by Theodoros and Symeon, two monks from Thessaloniki, historic Mega Spileo, the Great Cave Monastery, is reputedly the oldest in Greece and one of the most important *pilgrimage sites for Orthodox Christians*. Dedicated to the Assumption, the cloister was once among the richest in the Greek world, owning properties in Macedonia, Constantinople and Asia Minor, and housing important Byzantine manuscripts and relics. It was fortified during the Greek War of Independence and though it was repeatedly attacked it never fell into enemy hands. Following a devastating fire, it was rebuilt in 1937, while new buildings were added in the postwar period.

Economou's Mega Spileo amply demonstrates the artist's interpretative approach to the natural and man-made environments. Handled with an abstract expressive vocabulary, the imposing landmark and the craggy, overhanging cliffs, with their stylised shapes and undulating, curvilinear forms, become a screen on which the artist projects his inner world. Likewise, the three vertical¹ cypresses in the foreground, with their slender, sinuous lines and flowing, delicate forms seem to have lost their earthly substance, generating a sense of spiritual and moral uplift that recalls Parthenis' beloved cypresses. Infused with ethereal light and a hazy, dreamlike atmosphere, and revealing a magnificent vagueness and poetic uncertainty of space, the entire canvas is transformed into a subjective image charged with symbolic, almost metaphysical import, perfectly matching the religious subject.

¹ The vertical is a quintessentially idealistic line symbolising faith and uplift towards the heavens.



18 AR

YIANNIS TSAROUCCHIS (1910-1989)

The artist on the Pont Neuf, Villeneuve-les-Sablons
signed in Greek and dated '74-75' (lower right)
oil on canvas laid on board
100 x 125 cm.

£70,000 - 100,000

€82,000 - 120,000

Provenance

Nia Stratos collection, Athens.
Private collection, Athens.

Literature

E. Florou, *Tsarouchis - Painting*, (doctoral dissertation), vol. 1, Athens 1989, no. 863, p. 158 (discussed), p. 266 (catalogued).
E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, no. 1105, p. 205 (discussed), p. 287 (catalogued).
Yannis Tsarouchis (1910-1989) Painting, Yannis Tsarouchis Foundation, Athens 1990, p. 90 (mentioned), fig. 468 (illustrated).
Ioannis Tsarouchis by Alexios Savakis, Kastaniotis editions, Athens 1993, p. 37 (mentioned).

Just as the oldest bridge in Paris is named the new one (Pont Neuf), so Tsarouchis's classicism is a means to portray the living present. Following the classic horizontal layering used in depicting sequences of topographic formations in panoramic landscapes, the artist produced a discreetly noble and irresistibly attractive picture that captures the timeless allure of Paris.

Based on scrupulous observation of his subject, he imaginatively combined echoes of Byzantine icons, Pompeian frescoes, Renaissance paintings and folk art to convey a serene world of pure forms and suggest a balance between the natural and manmade environment. "His cosmopolitan Greekness can accommodate a lot of influences, which it assimilates in its own unique way. Tsarouchis is genuinely Greek and for that reason truly cosmopolitan."¹

Painted in Méru, a commune in the Oise department near Villeneuve-les-Sablons, 20km northwest of Paris, where he had bought a small farm to live, as he said, a natural life,² this panoramic landscape is an evocative view of historic Pont Neuf, a stone bridge across the river Seine built between 1578 and 1607, as seen from Pont des Arts with its characteristic x-shaped railings shown in the foreground. The centre of the composition is dominated by Île de la Cité with the verdant Square du Vert-Galant occupying its front tip and Sainte Chapelle and Notre Dame in the background. Two separated arched bridge spans connect the small island to *Rive Droite* on the left and *Rive Gauche* on the right, with river boats moored across Quai de Conti, not far from Tsarouchis's legendary home studio in Rue Dauphine.

Bathed in the warm daylight of an autumn's day, simplified in design and translucent in colour, the composition is enlivened by the discreet inclusion of the painter's self-portrait.³ Rendered effortlessly with a vivid sense of on-the-spot immediacy, the artist's likeness seems perfectly

integrated into the site, imbuing the picture with a meditative feel. The lyrical tone is further heightened by the breadth and openness of the sky, mottled with a grey-white mass of clouds pierced by the sun's rays.

Tsarouchis, much like the ancient Greeks and Byzantines, these great humanist painters, produced mostly figurative works. "I got involved with the depiction of nature and landscapes quite late in my career. I had many issues to resolve with the human figure, before that."⁴ Tsarouchis handles the landscape as a chromatic harmony, a kind of abstract composition. "They say that a painter should work in an abstract style only if he is able to faithfully imitate nature" the artist once said. "I would say the opposite is true; one who understands that painting is a matter of harmony has earned the right to depict nature, because he has great passion."⁵

¹ C. Yannaras, "Tsarouchis's Cosmopolitan Greekness" [in Greek] in *Osei Myra, Yannis Tsarouchis 1910-1989*, Kastaniotis editions, Athens 1998, p. 44.

² See E. Florou, *Yannis Tsarouchis, his Painting and his Era* [in Greek], Nea Synora - A.A. Livanis editions, Athens 1989, p. 252, note 38.

³ Tsarouchis repeated this composition at a later date, following a commission, adding a seated figure on the bench. (S. Andreadis / Commercial Bank of Greece collection, Athens).

⁴ *Yannis Tsarouchis Retrospective 1928-1981* [in Greek], exhibition catalogue, Macedonian Museum of Contemporary Art - Archaeological Museum of Thessaloniki, Thessaloniki 1981. See also Florou, p. 250, note 31.

⁵ Y. Tsarouchis, "Notes and Speculations", *Greek Heritage journal*, vol. 1, no. 2, 1964, pp. 94-95.





19 AR

SPYROS VASSILIOU (1902-1985)

Sails and masts

signed in Greek and dated '63' (lower right)

oil on canvas laid on board

99.5 x 49.5 cm.

£6,000 - 8,000

€7,000 - 9,300



20 AR

SPYROS VASSILIOU (1902-1985)

End of season / The referendum
 signed in Greek and dated '73-74' (lower center)
 acrylic and gold leaf on canvas
 81.5 x 116.5 cm.

£8,000 - 12,000
 €9,300 - 14,000

Provenance

Acquired directly from the artist by the present owner.

Exhibited

Athens, Athens Art Gallery, *Spyros Vassiliou "Still Lives"*, November 25 - December 31, 1974, no. 12 (listed and illustrated in the exhibition catalogue).

Literature

Tachydromos magazine, no. 1077, November 28, 1974, p. 100 (illustrated).
 Zygos magazine, no. 10-11, September-December 1974, p. 33 (illustrated).
 Epikaira magazine, no. 331, December 5, 1974, p. 78 (discussed).
 H. Kambouridis, *Spyros Vassiliou, Exhibitions*, Ikaros editions, Athens 1982, p. 162 (illustrated).

"By studying the old masters, Caravaggio, Chardin, Zurbaran, Morandi, I moved onto today's objects—lamps, an old gramophone, a trunk. And I concluded this body of work with some tin cans and a broken chair forsaken at season's end on the sandy beach of Eretria at sunset."¹

"Dear Lord, grant me the strength, when the sun sets into the sea and gilds everything around it, to paint the trash left there on the beach, now at the end of the season."²

¹ Interview, Epikaira magazine, no. 331, December 5, 1974, p. 78.

² "Spyros Vassiliou's Confession", Zygos magazine, no. 10-11, September-December 1974, p. 30.

21 AR

NIKOS ENGONOPOULOS (1910-1985)

L' Aeroport

signed in Greek (lower left)

oil on canvas

93 x 73 cm.

£60,000 - 80,000

€70,000 - 93,000

Painted in 1959.

Provenance

Acquired from the artist's wife by the present owner c.1982-83.

Exhibited

Athens, Athens Technology Institute, *Exhibition of Paintings by Nikos Engonopoulos*, February 6-18, 1963, no. 16.

Athens, Moraitis School Studies Society, *Personal Exhibition*, November 19 - December 19, 1976, no. 12.

Athens, Zappeion Hall, *Images of Greek Art II*, October 18-30, 1979.

Literature

G. Kominis, *Contemporary Greek Painters and Sculptors*, Athens 1962 (illustrated).

K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no. 627, p. 306 (illustrated), p. 463 (illustrated).

Lost for almost 40 years before being rediscovered by Bonhams in a private collection in Athens, this exquisite Engonopoulos from the late 1950s is flooded with light and colour and bathed in a translucent atmosphere of dazzling clarity and glow, recalling the Minoans immortalised on the Knossos frescoes and the early *kouroi*, while alluding to the tall and slender formula of the Byzantine saints also evident in El Greco's work.¹ Elegant and masculine with an athletic built,² the three protagonists in ancient Greek *himations* and *chlamys* allude to the heroism of a mythical past, faithfully reflecting the artist's attitude towards painting as an ideal vehicle to probe into the world of Greekness. All three wear a ring on their index finger, essentially identifying with Engonopoulos himself who used to wear a characteristic ring on the same finger.³

This brilliant picture, included in the artist's third one-man show, the first after his 1954 Venice Biennale participation and the first to be held in Greece after 1939, introduces the viewer to a fascinating world of poetic metaphor. As indicated by the red-and-white conical windsock on the upper right, the visual act takes place on airport grounds. The airport appears in Engonopoulos's poem "The totem-like idols of the airport", whose first three verses read: *They left forever / away from us / the huge rocks of the orient*.⁴ As noted by E. Nikoloudaki-Souri, "the poet chooses the airport, a structured space associated with noisy liftoffs and landings, partings and home comings, and sets it as the starting point of his narrative. The totem-like idols and the airport, the place where flights begin and end, indirectly refer to Daedalus,⁵ the mythical hero who taught mankind how to fly. In other words, he was the first bird-man and in this sense Engonopoulos identifies with him, embracing the age old notion associating poets with birds of flight.

The equivalence between *the huge rocks of the orient* and the *totem-like idols of the airport* links the poem with collective perception and tradition, according to which the huge rocks are symbolic remnants of a mythical past alluding to the famed gigantic Greeks. The poet, representing the collective subject, implies that the difference between the two symbolic places, the "orient" and the "airport", fall under the same equivalence. The former is far away and refers to the past and tradition, stability and nature, while the latter is the subject's here and now, a place of quick transitions, closely linked with the mobility and achievements of modern civilization.⁶ In the same vein, R. Zamarou notes: "Engonopoulos

usually refers to a cultural stratum associated with the orient. It could be argued that he represents (hailing from Constantinople) an intermediary between these cultural strata. By standing between the European and Oriental cultures, he created his own cultural amalgam."⁷

The visual act takes place in a shallow space reminiscent of a theatrical stage set.⁸ "The lack of vast open spaces and supernatural landscapes whose sheer size nullifies the human scale is a typically Greek element."⁹ This sense of theatricality is accentuated by the inclusion of a stage-like curtain and the use of vivid colour, a key element throughout Engonopoulos's career. The sparkling, enamel-like yellow,¹⁰ red and blue pieces of clothing worn by the three figures, applied side by side on the canvas without tonal gradations, invite the viewer to a festive ritual of pure colour, handled with conscious daring, unique aptitude and undisputed love. As E. Engonopoulou, his daughter, notes, "for him each colour had its own value, its own voice"¹¹, much the same as in Byzantine art, which Engonopoulos always considered the art form Greeks most closely relate to.

¹ See M. Lambraki-Plaka "The Timeless Pantheon of Nikos Engonopoulos" [in Greek], *Filologiki quarterly*, no. 101, October-November-December 2007, p. 9.

² "I am not interested in the face" the great Greek surrealist often remarked.

"Each may at his will, place mine or his own there. It's only the body that I paint. I love it because it is the chalice of life. As sparkling as life is when young."

Apogevmatini daily, 2/8/1969. See also "An Interview with Nikos Engonopoulos", *Manna*, no 5, May 1974.

³ As noted by sculptor Nelli Andrikopoulou, the artist's spouse from 1950 to 1954, "at the Brazilian Cafe, our hangout on Voukourestiou Street, Engonopoulos used to lean on the front counter, his head resting on his right hand with the ever-present silver ring on the index finger, gazing at the passersby." N. Andrikopoulou, *Tracing Nikos Engonopoulos*, Potamos editions, Athens 2003, p. 53. See also D. Menti, *Faces and Masks* [in Greek], Gutenberg publ., Athens 2007, pp. 135-136, note 34, and *Chartis review*, no. 25/26, November 1988, p. 172.

⁴ See N. Engonopoulos, *Don't Talk to the Driver*, poetry collection, Kyklos editions, Athens 1938.

⁵ In his painting titled *Daedalus* (1949), Engonopoulos implies the timeless presence of the mythological hero. A reference to aviation can also be found in his poem *Nocturnal Maria*, where he pays respect to pioneer aviator A. Karamanlakis.

⁶ E. Nikoloudaki-Souri, "The Totem-Like Idols of the Airport, The Flight of Poetic Idea and the Accountable Poet" [in Greek], *Nea Estia magazine*, no. 1804, October 2007, pp. 708-710.

⁷ R. Zamarou, *The Poet Nikos Engonopoulos, a visit of Places and Figures* [in Greek], Kardamitsa editions, Athens 1996, p. 36.

⁸ See A. Kafetsi, "Stage Setting Paradoxes of N. Engonopoulos" [in Greek], *Hartis journal*, no.25/26, November 1988, p. 32.

⁹ S. Boulakian, "The Work of Nikos Engonopoulos" in *Greek Painters-20th Century* [in Greek], Melissa publ., Athens 1974, p. 261.

¹⁰ In Engonopoulos's poetry and painting the color yellow signifies light and formality. See Nikoloudaki-Souri, p. 714.

¹¹ E. Engonopoulou, "Freedom and Discipline" in *Nikos Engonopoulos, The Painter and the Poet*, p. 23.





22 AR

COSTAS COULENTIANOS (1918-1995)

Femme allongée, 1950

signed and numbered 'KK 6/8' (on the left foot)

bronze

34 x 88 x 50 cm.

£12,000 - 18,000

€14,000 - 21,000

The work is accompanied by a certificate of authenticity from the artist's son Ben Coulentianos.



23 AR

NATA (NATALIA) MELA (BORN 1930)

Taurus

signed in Greek (on the back-right hock)

bronze with black patina

31.5 x 61 x 19 cm.

£8,000 - 12,000

€9,300 - 14,000

Provenance

Private collection, Athens.

24 AR

YIANNIS TSAROUCCHIS (1910-1989)

Greek military policeman in front of pink wall with two palm leaves signed in Greek and dated '50' (upper right)

oil on canvas
45 x 25.5 cm.

£30,000 - 50,000

€35,000 - 58,000

Provenance

Private collection, Athens.

Exhibited

London, The Redfern Gallery, Michael Ayrton, *Yanni Tsarouchis, John Paddy Carstairs*, May 29 - June 23, 1951, listed in the exhibition catalogue no. 70 (possibly, based on title, date and medium).
Athens, The British Council, *Exhibition Yannis Tsarouchis, 1932-1952, a Retrospective Selection*, February 17-29, 1952, listed in the exhibition catalogue no. 31 (possibly, based on title, date, medium and dimensions).

Literature

E. Florou, *Tsarouchis - Painting*, (doctoral dissertation), vol. 1, Athens 1989, no. 338, p. 113 (referred), p. 230 (catalogued).
E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, no. 406, p. 267 (catalogued), fig. 115, p. 134 (illustrated).
Yannis Tsarouchis (1910-1989) Painting, Yannis Tsarouchis Foundation, Athens 1990, fig. 234 (illustrated).
Yannis Tsarouchis Painting, Comments, Yannis Tsarouchis Foundation, Athens 1990, p. viii (discussed).
K. Tartari, *Yannis Tsarouchis, 100 Xronia*, Middletown, DE, USA, 2018, p. 5 (illustrated).

This signature work by an emblematic figure of Modern Greek culture is a bold statement of the artist's resolve in portraying familiar images and probing the inner world of Greekness. Captured with compelling realism, expressed not through an emphasis on detail but rather on the conception of the Greek reality of his time, a rough, virile, working-class Greek male—a trademark subject in Tsarouchis's oeuvre—conveys a world of clarity and truthfulness, recapitulating in his straightforward gaze and harsh facial features the humane dignity and inner truth of Modern Greece.

As noted by Nobel laureate O. Elytis, "Tsarouchis's painting turns our vision away from the imposed, philhellenic reality and focuses it on the reality of the Greeks, which was always latent inside us."¹ Likewise, poet A. Embeirikos holds that, "when looking at Tsarouchis's work, one has the immediate impression of looking at Greek painting *par excellence*, more so than in the work of any other Greek painter, with the exception of Theofilos."² In both artists everything is clearly expressed and all visual phenomena are thrust forward to the narrative surface where they receive even illumination in a continuous present.

“I consider this work one of my best Military Policemen”

- Y. Tsarouchis

Archaising simplification of form, limited colour scheme, frontal poise³ reminiscent of Byzantine icon painting, confident brushwork, shallow compositional structure⁴ and bold outlines build up a solid edifice of pure form, perfectly matching the silent inflexibility and almost hieratic posture of the young soldier, transforming him into an earthbound saint of a Modern Greek pantheon.

¹ O. Elytis, preface to the *Yannis Tsarouchis: Fifteen Works and One Original Print 1938-1963 album* [in Greek], 1964.

² A. Embeirikos, "The Triumph of Sensuous Painting" [in Greek], *Zygos* magazine, no. 72-75, November 1961 - February 1962, pp. 11-12. See also "Yannis Tsarouchis", *Greek Heritage quarterly*, vol. 1, no. 2, Spring 1964, pp. 92-93.

³ Most military policemen portrayed by Tsarouchis share a similar pose, with one hand resting on the belt and the other clutching their gun holster. See E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, p. 134.

⁴ The artist noted that "the figure is intentionally rendered in a tight space. I glued a narrow strip of canvas on the upper part to complete the composition and give it some height. I consider it one of my best *Military Policemen*." *Yannis Tsarouchis Painting, Comments*, Yannis Tsarouchis Foundation, Athens 1990, p. viii.



CONSTANTINOS VOLANAKIS (1837-1907)

Sunset promenade with ships in the distance
signed in Greek (lower left)
oil on canvas
56 x 100 cm.

£40,000 - 60,000

€47,000 - 70,000

We are grateful to Professor M. Vlachos for his assistance in authenticating this lot.

Provenance

Private collection, Athens.

It is in such paintings as *Sunset promenade with ships in the distance* that Volanakis' greatness can be fully appreciated. Dating probably from the artist's early Greek period (1883-1885)¹, this outstanding work is a fine rendering of the mellow warmth of atmosphere, strongly reminiscent of the great 17th century Dutch seascape masters. Light and colour animate the scene in the spirit of Willem Van De Velde the Younger, whose *Calm Sea* (1639) Volanakis is certain to have seen at Munich's Alte Pinakothek.

Though the influence of the Munich School is evident, Volanakis, raised on the islands of Crete and Syros and having experienced the open horizons and the constantly changing sea, could not limit himself to the cerebral conceptions and standardised recipes dictated by academic teachings.² Moreover, his decision to give up a solidly established career in Bavaria to return to Greece in 1883, and his choice of taking permanent residency in the seaside town of Piraeus, facilitated him in accurately rendering atmospheric changes, delicate nuances of the seascape and soft gradations of light and shade, capturing the poetry of his scenes. As noted by M. Vlachos, a leading authority on the artist, "Volanakis is in constant communion with nature, in a composite relationship from which poetry emerges."³

Here, his depiction of the tranquil surface of the sea, intersected by the vertical mast of the beached boat in the foreground, combines realistic and romantic elements to capture the absolute stillness of the hour in a harmonious composition and lyrical interpretation of the seascape (compare C. Volanakis, *Phaleron Seashore*, Bank of Greece collection, Athens). "Often not even a ripple breaks the surface of the sea and only the sails and tall masts chant the harmonies of subdued colours and bring life to the scene."⁴

Moreover, the soft gradations of light and shade, his loose handling of the moored ships in the background, the transparency of the water and the reflections that play on its surface indicate that Volanakis had absorbed the new artistic currents without abandoning the tenets of academic painting. The depiction of the sun, a motif often found in Greek folk art but rarely encountered in Modern Greek and European painting, endows the atmosphere with transient gleams of light and golden luminosities, accentuating the romantic feeling and recalling not only Claude Lorraine's masterful 17th century renditions (compare *Marine*, *Soleil Couchant* in the Louvre) but also the attempts of the pioneer impressionists to break away from concrete form and object (compare Claude Monet, *Impression*, *Sunrise*, Musée Marmottan, Paris).

The unity of effect, the sense of space and the loving delicacy with which Volanakis observed every nuance of the seascape are the artist's means of conveying a feeling of peace and expressing his view of the transience of life. "His romantic soul seeks inner peace in the beauty of a dreamworld full of light and colour, where reverie is a kind of prayer. He is simply interested in a vertical and a horizontal to create a metaphysical stillness. That's why he prefers calm seas and spring or summer skies. Rarely do his clouds warn of a coming storm."⁵ The feeling of peace conveyed by such seascape views inspires the viewer to adopt a dreamlike attitude towards life. "The sea is revealed as a metaphor for the infinite and the ungraspable, the ship as a fleeting presence on the volatile, unfathomable sea, like man faced with eternity."⁶

¹ The jagged wooden fence surrounded by white wildflowers in the extreme left foreground is also found in *Sailing ships* by a beach at the A.G. Leventis collection, painted after the artist's return to Greece, while the diagonal, rather than frontal handling of the seaside house in the left middleground is a formal development introduced around the same time (compare *Poros* and *Village in Mt. Pelion*, both at the National Gallery, Athens). See M. Vlachos, *Volanakis* [in Greek], Peak Publishing, Athens 2016, p. 97.

² S. Lydakis, *Constantinos Volanakis* [in Greek], Adam, Athens 1997, p. 64.

³ M. Vlachos, *The Painter Constantinos Volanakis* (doctorate thesis) [in Greek], Athens 1974, p. 105.

⁴ D. E. Evangelidis, *Greek Art* [in Greek], Athens 1969, p. 128.

⁵ Lydakis, *Volanakis, a Pioneer* [in Greek], Epta Imeres (Kathimerini), 22/02/1998, p. 14.

⁶ Lydakis, *Volanakis*, p. 175.





26 AR

POLYKLEITOS RENGOS (1903-1984)

Church of Panagitsa, Skopelos island.
signed in Greek and dated '1946' (lower right)
oil on panel
48.5 x 51 cm.

£4,000 - 6,000

€4,700 - 7,000

Exhibited

Athens, National Gallery and Alexander Soutzos Museum, *P. Rengos Retrospective*, September 15 – October 19, 1980, no. 56 (listed in the exhibition catalogue, p. 39).

Thessaloniki, Efxinos Leschi, 19 May – 3 June 1946, no 63.



27 AR

YIANNIS SPYROPOULOS (1912-1990)

Houses in the village
signed in Greek (lower right)
oil on canvas
39 x 49 cm.

£5,000 - 7,000
€5,800 - 8,200

Painted c.1950.

Provenance

Private collection, Athens.

28

JEAN ALTAMOURA (1852-1878)

Junction in choppy seas

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

oil on canvas

37 x 60.5 cm.

£12,000 - 18,000

€14,000 - 21,000

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

Provenance

Private collection, Athens.

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

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

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

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

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

³ E. Kypreou, "The Years in Denmark" in *Jean Altamouras, his Life and Works*, exhibition catalogue, Benaki Museum, Athens 2011, p. 108.



29

THEOFILOS HADJIMICHAEL (1871-1934)

Eratokritos and Aretoussa

inscribed in Greek (lower left)

natural pigments on canvas laid on board

81 x 59 cm.

£30,000 - 50,000

€35,000 - 58,000

Provenance

Private collection, Athens.

In a luxuriant garden inhabited by a majestic peacock and embellished with a frame of boldly coloured roses, Erotokritos has climbed a rope ladder to reach the balcony of his beloved Aretoussa. The young princess embraces him and leans in to kiss him, stretching her wonderful long neck set against the cascading locks of her hair. The composition is further animated by a row of buildings in the background used as a stage set for the meeting of the two young lovers.

Written by Vintsentzos Kornaros around 1640, at a time when Crete laid across the lifelines of commerce and culture between Venice and Constantinople, *Eratokritos* is considered the masterpiece of Cretan poetry and a milestone in the history of Greek literature. Setting great store by true love, courage and patriotism, the poem enjoyed immense popularity among Greeks, who learned about it from refugees after the fall of Crete in 1669, and its hero became a symbol of suffering Hellenism, exalted side by side with Digenis Akritas and Alexander the Great.¹ "The poem was very popular because Aretoussa was as charming as Areti, a girl who featured in many demotic songs, while Erotokritos displayed the same qualities as the *palikares* of Cretan epic poetry. The two heroes are not foreign imports from the Renaissance. On the contrary, they are Greeks, inherently carrying within them Greek tradition and history."²

Though Erotokritos is represented in a typical Renaissance outfit and the scene does not correspond exactly to the poem, Theofilos's painting is imbued by a profoundly Greek atmosphere. As noted by K. Nitsos, "Theofilos's self-assured and courageous Aretoussa, the gaze, the luxurious moustache and the facial traits of his Erotokritos, which make him look no different than the other braves he painted, endow the scene with an air of folk gallantry and honesty, poignantly capturing -even reviving- the Greek spirit and the Greek *ethos* of the Cretan Renaissance. Note the fascinating pictorial, even theatrical interplay of stripped and monochromatic fabrics and the different shades of blue generated by the alternating pleats and folds. Amidst ochres and reds, this radiant blue echoes the magnificent Byzantine harmonies that blend with both western influences and traditional sources without seeming to clash or be out of place."³ Erotokritos has struck deep roots in the Greek soul and, not surprisingly, Theofilos's legendary wooden chest contained a popular edition of this celebrated narrative poem.⁴

¹ See V. Kornaros, *Eratokritos*, Papazissis editions, Athens 1984, pp. 19-22.

² I. Alexopoulou-Kaliyanni, *Modern Greek Painting-Sculpture-Literature*, doctoral dissertation, Athens 1992, vol. 1, p. 111.

³ K. Nitsos, "A Short Note on Theofilos" [in Greek], *Theatro* magazine, no.4, July-August 1962, p. 7.

⁴ G. Seferis, *Dokimes* (Treatises) [in Greek], Fexis editions, Athens 1962, p. 58.

Please note that due to Greek regulation, this lot cannot be exported from Greece and will be available for viewing and inspection in Athens either by appointment or during the Athens Preview, 2-4 April 2019. This work will be located in Athens during the auction.





30 AR

SPYROS VASSILIOU (1902-1984)

Lucky charms and sail boat
signed in Greek and dated '81' (lower right)
acrylic on canvas
53 x 78.5 cm.

£4,000 - 6,000

€4,700 - 7,000



31 AR

THANOS TSINGOS (1914-1965)

Harbor View

signed and dated 'TSINGOS / 62' (upper left)

oil on canvas

65 x 100 cm.

£10,000 - 15,000

€12,000 - 17,000

Provenance

Private collection, Athens.

Exhibited

Athens, Athens Technological Institute Exhibition Hall, *Exhibition of Works by Th. Tsingos (1914-1965)*, April 13-20, 1965, no. 39 (listed in the exhibition catalogue).

Athens, National Gallery-Alexandros Soutzos Museum, *Thanos Tsingos*, July 1980, no. 150 (listed, p. 48, and illustrated in the exhibition catalogue).

Literature

C. Christou, *Greek Painting in the Twentieth Century*, Association for the Dissemination of Beneficial Books edition, vol. 1, Athens 2000, pp. 284-285 (discussed).

32 AR

YIANNIS MORALIS (1916-2009)

Composition

signed in Greek and dated '1951' (lower left)

oil on canvas

73 x 60 cm.

£70,000 - 100,000

€82,000 - 120,000

Painted in 1951.

Provenance

Private collection, Athens.

Exhibitions

Athens, Zappeion Hall, *Panhellenic Art Exhibition*, April-May, 1952, no. 334 (listed in the exhibition catalogue, p. 18).

Athens, Benaki Museum, *Y. Moralis, Angels, Music, Poetry*, October 2001, no. 148 (referred and illustrated in the exhibition catalogue, pp. 118-119).

Athens, Benaki Museum, *Yannis Moralis*, September 20, 2018 - February 10, 2019.

Literature

Yannis Moralis, Commercial Bank of Greece Group of Companies edition, Athens 1988, no. 76, p. 86 (illustrated).

C. Christou, *Moralis*, Adam editions, Athens 1993, no. 48 (illustrated).

C. Christou, *Greek Painting in the Twentieth Century*, Association for the Dissemination of Beneficial Books edition, vol. 1, Athens 2000, pp. 226-227 (discussed).

Y. Bolis, *Yannis Moralis*, K. Adam editions, Athens 2005, p. 56 (illustrated).

Y. Bolis, *Yannis Moralis, Contemporary Greek Painters*, Ta Nea editions, Athens 2007, p. 44 (illustrated).

Doric in its dignity and Ionian in its subtlety and elegance, Moralis's *Composition* captures the grandeur and aura of the classical not as a lifeless relic of ancient glory but as a form of eternity constantly reborn in the present. By ingeniously balancing lyrical sensitivity and ordered thought, the artist achieves a modern realization of the classical ideal: the elimination of the temporary, the elevation of form to a symbol and the initiation to a world of ideal rhythms, where form and spirit reclaim their fragmented wholeness.

The monumental quality and purity of form, the subtle use of colour and spatial relationships, the disciplined rhythm dictated by a deep sense for human scale, the serene atmosphere imbued with meditative silence and elegiac feeling, the shallow compositional depth reminiscent of sculptural relief, the composed immobility and the austerity of the horizontal and vertical lines that set up a perfectly balanced geometric edifice, echo the timeless values of Greek idealistic art.¹ (Compare *Seated nude*, 1958, Rhodes Municipality Modern Greek Art Museum). As noted by Athens National Gallery Director M. Lambraki-Plaka, Moralis was the sole exponent of the 1930s generation whose style was inspired by ancient Greek antiquity and especially by classical stele.²

«In the early 1950s, Moralis turns towards classical antiquity and formulates a pictorial style highly imbued with pronounced elements of Greekness. He poses new and complex challenges. His means become simpler, frugal and more substantial, enriching his work with new expressive possibilities and values. He emphasizes schematisation and moves to chromatic abstractions. His colours maintain the materiality of paint. His

“We love beauty and simplicity”

- Pericles

palette, inspired by the 5th-century painter Polygnotus³, is limited to earthen tones, ochres, tonal gradations of blue and black, brick red and white. He insists on flatness, unity and the composition's inner geometry, abandoning descriptive elements and details and concentrating on the essential, which leads him to a balance between form and content.⁴

Recalling his work from this period, Moralis once mentioned an incident related to the Bonhams picture: “I remember my friend Kostakis Zaimis coming to my studio in Nea Kifissia in 1951, when I was painting *Composition*, and telling me: “Paint no more! You'll overdo it.”⁵ Reviewing the 1952 Panhellenic Exhibition, in which Moralis participated with three works, including *Composition* from 1951, art critic D. Evangelides noted: “Moralis renders the youthful female bodies in exquisite detail and unaffected simplicity as they rest and enjoy their rich and vibrant material substance in their comfortable postures.”⁶

As perceptively noted by C. Christou, “with the juxtaposition of the nude and clothed female figure, the vertical and horizontal themes, tactile and colour elements and biomorphic and geometric types, the picture compels the viewer to engage in a dialogue.”⁷ All these conflicting elements pose intriguing questions of interpretations without pointing towards a single answer. Moralis wanted viewers to draw their own conclusions, just as Bellows or even Titian had left viewers to explore the intricacies of their famous compositions featuring two seated women—one nude, one dressed—without explanatory narratives (compare G. Bellows, *Two women*, 1924, sold by Bonhams, New York, 19/11/2014, and Titian, *Sacred and profane love*, c. 1514, Galleria Borghese, Rome). As noted by Christou, “in Moralis's paintings, one may trace a progress from earthly to heavenly love, from the sensual aspects of the subject to the universal and eternal, to the metaphysical and the transcendental.”⁸

¹ See H. Kambouridis - G. Levounis, *Modern Greek Art - the 20th Century*, Ministry of the Aegean, Athens 1999, p. 126.

² M. Lambraki-Plaka in “A Century of Moralis” [in Greek], *To Vima* daily, December 25-27, 2009, sect. B2, p. 6.

³ «The colours I use are based on the Polygnotian palette: black, brick red, ochre, indian blue and black. I once told Marina Lambraki-Plaka that I fancy the colours of the grouse. All these grays, the many gradations of black, the touches of white and the red that shines on their beaks and legs.” *Y. Moralis, Angels, Music, Poetry*, exhibition catalogue, Benaki Museum, Athens 2001, p. 118.

⁴ Y. Bolis, *Yannis Moralis*, K. Adam editions, Athens 2005, p. 52.

⁵ *Y. Moralis, Angels, Music, Poetry*, exhibition catalogue, Benaki Museum, Athens 2001, p. 118.

⁶ D. E. Evangelides, “Exhibitions” [in Greek], *Nea Estia* magazine, no. 598, June 1, 1952, p. 763.

⁷ See C. Christou, *Moralis*, Adam editions, Athens 1993, p. 15.

⁸ *Ibid*, pp. 20, 33, 34.





33 AR

PARIS PREKAS (1926-1999)

White sails

signed in Greek (upper left)

oil on canvas

95.5 x 95 cm.

£10,000 - 15,000

€12,000 - 17,000

Painted c.1968-70.



34 AR

PARIS PREKAS (1926-1999)

Parallel lives

signed in Greek (lower left)

oil on canvas

70 x 100 cm.

£10,000 - 15,000

€12,000 - 17,000

Provenance

Acquired directly from the artist by the present owner.

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.

35 AR

YIANNIS TSAROUCHEIS (1910-1989)

Autumn 1971

signed in Greek and dated '71' (lower right)

oil on canvas

60 x 48.5 cm.

£40,000 - 60,000

€47,000 - 70,000

Provenance

Athens Art Gallery collection, Athens.

Private collection, Athens.

Literature

Zygos art magazine, no. 4, September-October 1973, p. 41 (illustrated).

Kathimerini daily, January 19, 1975, p. 10 (illustrated).

Nea Epicheirisis, Business Administration Bulletin, vol. 17, no. 160,

May 1978, p. 101/513 (illustrated).

E. Florou, *Tsarouchis - Painting*, (doctoral dissertation), vol. 1, Athens 1989, no. 787, p. 261 (catalogued).

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

A.A. Livanis editions, Athens 1989, no. 939, p. 283 (catalogued).

Epiphaneia, Pierides Art Gallery - Kinisis Business Administration Bulletin edition, Athens 1992, p. 71 (illustrated).

Silently immobile in shallow space like a precious butterfly pressed under glass, Tsarouchis's personification of autumn celebrates the purely pictorial realisation of a symbol's everlasting value. Striking immediacy, honesty of representation and genuineness of character build up an ideal world liberated from the fleeting moment. Painted in earthy colours, highlighted by solid outlines and set against a dark background reminiscent of many works by Giovanni Bellini (compare *Pieta with Four Angels*, 1470-1475, Pinacoteca Comunale, Rimini), the young sitter, the artist's niece Korina Koutouzi, conveys a striking immediacy and resilient allure, echoing Byzantine icons or Fayum¹ and Renaissance portraits.

Tsarouchis recalls: "An issue that concerned me among other symbolisms was the age-old subject of the four seasons. Around 1966, a collector commissioned me to paint this long studied theme. I painted four figures—two couples—on a single canvas between 1968 and 1969 in Paris where I lived and worked at the time. Teriade saw this work and commissioned the Four Seasons on four separate canvases, with my nieces Korina and Despina as models. Despina as Spring and Winter, and Korina as Summer and Autumn."²

Discussing the Bonhams picture in a 1975 article accompanied by a photograph of the painting, art critic M. Karavia noted that "after a quick look at Tsarouchis's portraits in Athens it is evident that his Renaissance related inquiries, which started in 1967, continue to preoccupy him to this day. His harking back to the monochromatic—often black—backdrops of the Flemish masters, as is the case with this painting, or to Bellini's portraiture became his own means of expression."³ "The same way Tsarouchis glorifies the light in Theofilos's paintings, he is enchanted by the darkness of Caravaggio. When he paints on black backgrounds, in the vein of the Italian master, he does not rely on an interplay of light and shadow to build up form but, rather, he illuminates his figures from within according to the Byzantine tradition."⁴

Featuring solid outlines, lively brushwork, bold application of paint and an utterly captivating *non-finito* effect,⁵ this allegorical portrait conveys a sense of reserved authority and lofty stature, with the artist—who was thoroughly familiar with the European artistic tradition—employing established art historical conventions from disparate historical eras to elevate his model to a mythical level. Tsarouchis himself said that when he painted the personifications of the four seasons he was influenced by the 17th and 18th century old master paintings he saw in French

museums, blending age-old techniques with his personal artistic visions.⁶ "Tsarouchis draws on allegory—a rhetorical mode used as a cryptic form of artistic expression in Italian Renaissance and Baroque paintings—not simply so as to give an aesthetic dimension to an abstract concept through a specific form, but rather to make the most of its narrative and image-making abilities. As a typical rhetorical scheme of old master paintings, it invests his work with an aura of classicism."⁷

As noted by Athens National Gallery Director M. Lambraki-Plaka, "Tsarouchis's figures managed to survive the iconoclastic crusade of modern art, which never tired of demolishing, distorting or expelling the human form. Tsarouchis did not give in to this negative aesthetic theory, which preached the systematic rejection of the rules of Western tradition. He is one of the few painters who managed to cross the tempestuous 20th century by keeping intact the precious palladium of the human figure. His art is a modern day incarnation of Noah's Arc."⁸

¹ Realistic and contemplative portraits produced in the Nile Valley during Roman times bearing the marks of an unquestionably Greek style deeply rooted in the Hellenistic School of Alexandria. They kept alive the conventions of naturalistic representation and passed them on to the Byzantine icon painters. Fayum portraiture was a major source of inspiration for Tsarouchis in his effort to reinterpret the age old tradition of Greco-Roman and Byzantine art in a modern and vigorous manner.

² *Yannis Tsarouchis Painting, Comments*, Yannis Tsarouchis Foundation, Athens 1990, p. x.

³ M. Karavia, "The New Pictorial Face of Yannis Tsarouchis" [in Greek], *Kathimerini* daily, January 19, 1975, p. 10.

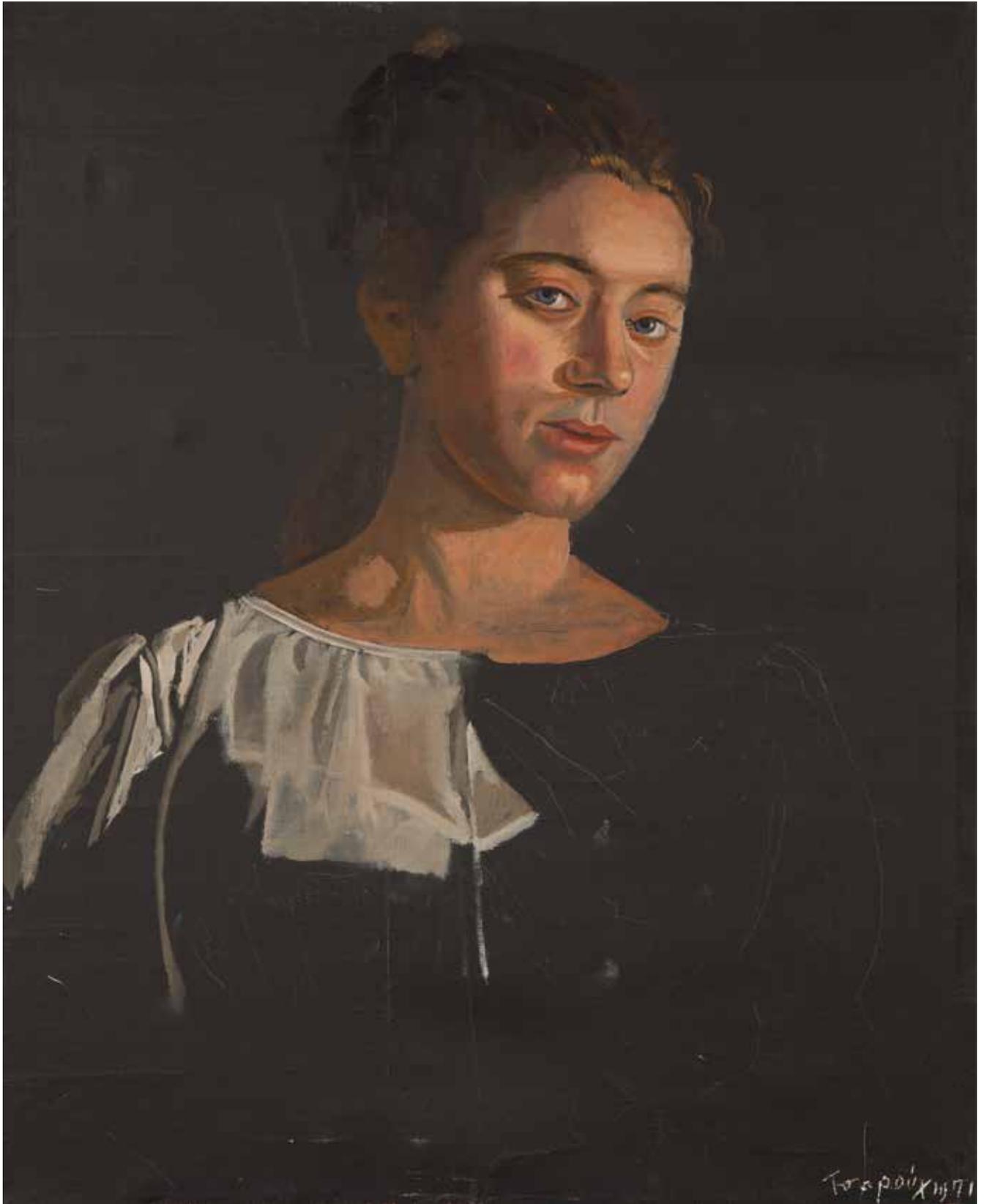
⁴ A. Levidis, "Herald of Greekness" [in Greek] in *Osei Myra, Yannis Tsarouchis 1910-1989*, Kastaniotis editions, Athens 1998, p. 274.

⁵ "Works of art have a way of completing themselves" responded Tsarouchis when someone happened to remark that a painting of his seemed empty or unfinished. See G. Tourkovassilis, "My Teacher Y. Tsarouchis" [in Greek] in *Osei Myra, Yannis Tsarouchis 1910-1989*, Kastaniotis editions, Athens 1998, p. 517.

⁶ See *Yannis Tsarouchis (1910-1989) Painting*, Yannis Tsarouchis Foundation, Athens 1990, p. 85.

⁷ A. Kafetsi, *Yannis Tsarouchis - Between East and West*, exhibition catalogue, Greek Ministry of Culture, Athens 2000, pp. 21-22.

⁸ M. Lambraki-Plaka, "Yannis Tsarouchis and the Palladium of Painting" [in Greek] in *Osei Myra, Yannis Tsarouchis 1910-1989*, Kastaniotis editions, Athens 1998, p. 452.





36

36 AR

NIKOS NIKOLAOU (1909-1986)

Two figures with pomegranate
signed in Greek and dated '3/78' (lower right)
oil on canvas
96 x 128 cm.

£8,000 - 12,000

€9,300 - 14,000

Provenance

Zoumboulakis Galleries, Athens.
Private collection, Athens.

Literature

Nikolaou, editing by O. Mentzafou-Polyzou, Adam editions, Athens
1998 (p.167 partially illustrated).

37 AR

YIANNIS MIGADIS (1926-2017)

The blue balloon
signed in Greek (lower right)
mixed media on hardboard
70 x 50 cm.

£5,000 - 7,000

€5,800 - 8,200



38 AR

ALECOS FASSIANOS (BORN 1935)

Ma chambre

signed in Greek (upper left) and dated '1975' (upper middle);
titled, dated and signed 'ma chambre / 1974-1975 / A.Fassianos'
(on the reverse)

oil on canvas

139.5 x 119.5 cm.

£25,000 - 30,000

€29,000 - 35,000

Provenance

Zoumboulakis Galleries, Athens.

Private collection, Athens.

Literature

Sima art magazine, no. 21, January-February 1978, p. 23, no. 4
(illustrated).

Fassianos, Kedros editions, Athens 1980, p. 105 (listed), p. 67
(illustrated).

Tetarto magazine, no. 59, September 1988, p. 57 (illustrated).



39 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Trees and sun rays

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

oil on canvas

40.5 x 30.5 cm.

£12,000 - 18,000

€14,000 - 21,000

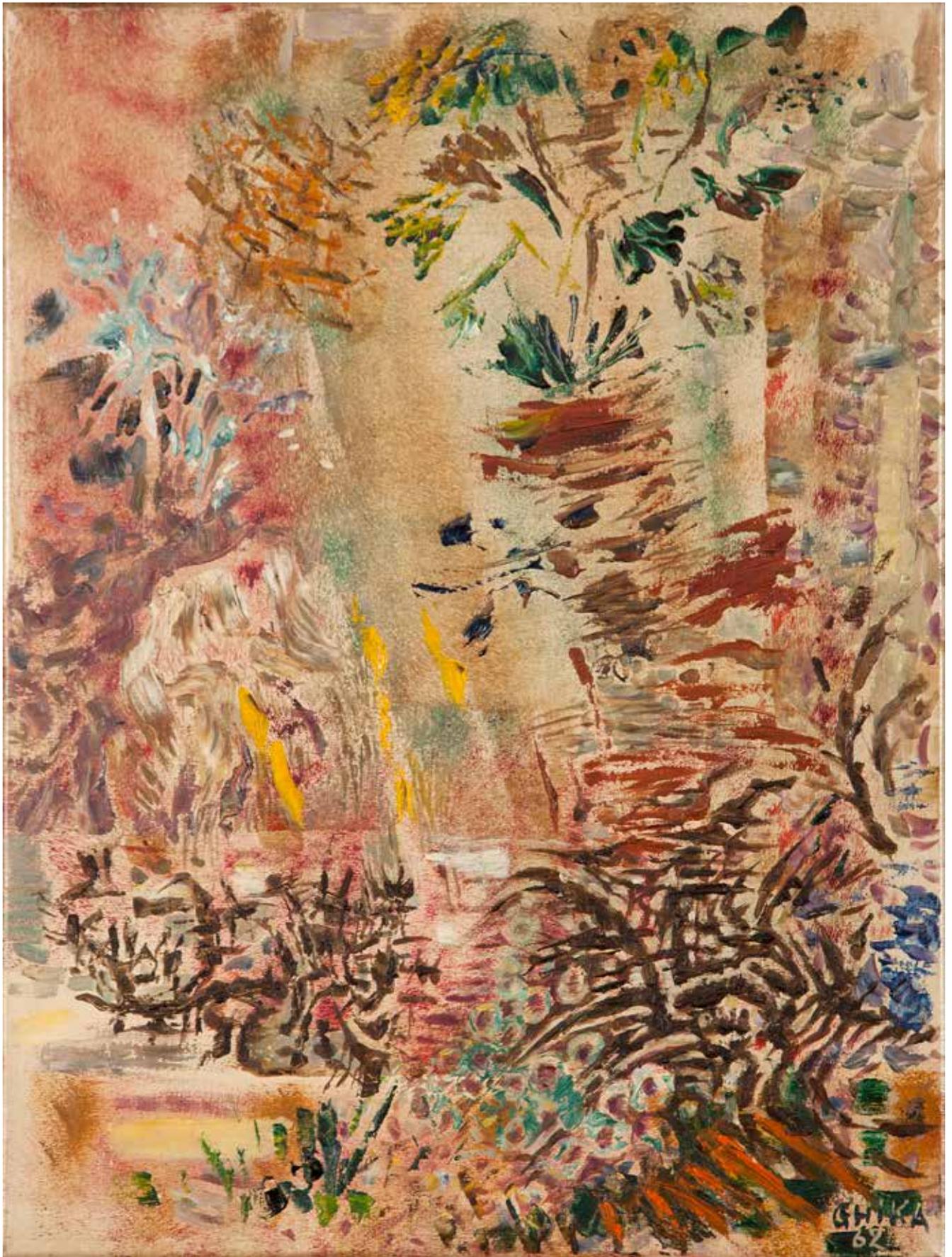
Literature

C. Christou, *Greek Painting in the Twentieth Century*, Association for the Dissemination of Beneficial Books edition, vol. 1, Athens 2000, p. 173 (referred).

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, no. 318, π. 197 (discussed), p. 296 (illustrated).

Discussing *Trees and rays* in her book on Ghika, K.C. Valkana noted: "Gestural markings and schematisations are employed to capture different plant varieties as well as highly energetic natural elements, such as natural sunlight."¹

¹ K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, p. 197.



40

MICHALIS ECONOMOU (1888-1933)

Fishing boat at sunset
signed 'M.Economou' (lower left)
oil on board
54.2 x 65.5 cm.

£20,000 - 30,000

€23,000 - 35,000

Provenance

The Antonopoulos collection, Patras and Athens.
Thence by descent to the present owner's private collection, Canada and United States.

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

Handled with loosely painted, abbreviated curvilinear forms and stripped of superfluous descriptive detail, Economou's peacefully floating boat¹ is transformed into a highly evocative image that feels more like a distant recollection than an actual sensory experience.

Fishing boat at sunset prioritizes atmosphere and lyrical feeling above realistic depiction. Introduced by the water reflections that lead the eye from the foreground to the middleground, the poetic mood permeates the entire seascape, turning it into an expressive field that records the artist's emotional and intellectual response to the natural environment. The juxtaposition of soft and heavily worked forms bathed in diffused light creates an ambivalent sense of presence/absence in a poetic 'timescape' where human presence is suggested rather than actually depicted.² Note how the fisherman is so integrated in the poetic atmosphere that he dissolves into his natural surroundings, partaking in the ethereal vagueness and lyrical uncertainty of space.

Moreover, the depiction of the sun, a motif often found in folk Greek art but rarely encountered in Modern Greek and European painting, endows the atmosphere with transient gleams of light and golden luminosities, accentuating the romantic feeling. In 1927, D. Kokkinos noted that the works by Economou were true works of poetry, but so masterfully rendered that their significance as paintings prevailed.

¹ For a discussion of the boat motif in Economou's work, see A. Kouria, Michalis Economou, Fifty Years from his Death [in Greek], *Zygos* magazine, no. 56, November-December 1982, p. 15.

² Kouria, Michalis Economou [in Greek], Adam editions, Athens 2001, pp. 106-116.





41

41 AR

YANNIS GAÏTIS (1923-1984)

Two figures and birds
signed 'Gaitis' (lower right)
oil on canvas
38 x 55 cm.

£5,000 - 7,000
€5,800 - 8,200

Painted c.1963-64.

Literature

Yiannis Gaitis Catalogue Raisonné, Angers 2003, no 663, p. 193 (illustrated).

42 AR

THANOS TSINGOS (1914-1965)

a) Blue birds and red flowers
signed 'TSINGOS' (upper left)
oil on canvas laid on board
50 x 40 cm.

b) Watermelon and summer fruits
signed and dated 'Tsingos 62' (upper left)
oil on canvas laid on board
30 x 40 cm.

(2)

£6,000 - 8,000
€7,000 - 9,300

Provenance

Private collection, Athens.

Exhibited

a) Athens, Athens Technological Institute Exhibition Hall, Exhibition of Works by *Th. Tsingos (1914-1965)*, April 13-20, 1965, no. 55 (listed in the exhibition catalogue).

a) Athens, National Gallery-Alexandros Soutzos Museum, *Thanos Tsingos*, July 1980, no. 153 (listed, p. 48, and illustrated in the exhibition catalogue).

b) Athens, National Gallery - Alexandros Soutzos Museum, *Thanos Tsingos*, July 1980, no. 113 (listed in the exhibition catalogue, p. 43).



42 (a)



42 (b)

43 AR

YIANNIS TSAROUCHIS (1910-1989)

The bouquet
signed in Greek and dated '5-7-55' (upper right)
mixed media on canvas laid on board
22.5 x 36.5 cm.

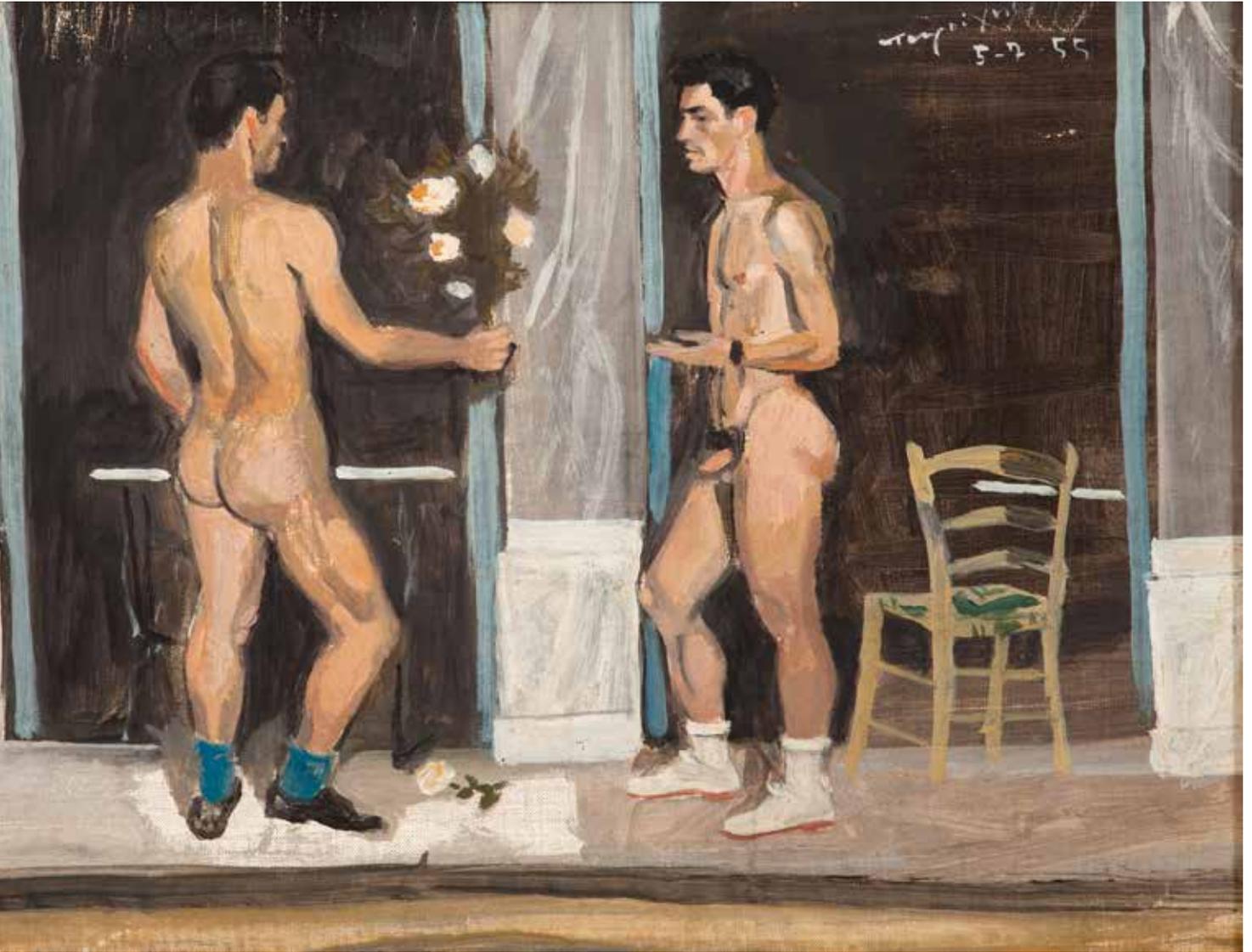
£15,000 - 20,000

€17,000 - 23,000

Provenance

Private collection, Athens.







44 AR

ALECOS FASSIANOS (BORN 1935)

La belle chemise / Couple with golden apples
signed in Greek (upper right); signed, dated and titled 'La belle
chemise' / Fassianos 88 (on the reverse)
oil and gold leaf on canvas
130 x 96.5 cm.

£25,000 - 30,000

€29,000 - 35,000

Painted in 1989.

Provenance

D. Logothetis collection, Athens.
Private collection, Athens.

Exhibited

Thessaloniki, Macedonian Museum of Contemporary Art, *A. Fassianos, 1953-1993 paintings*, 1993.



45 AR

ALECOS FASSIANOS (BORN 1935)

Jeune epebe / Young man with golden apples
signed 'A. Fassianos' (upper left); signed and titled 'Jeune epebe'
Fassianos (on the stretcher)
oil and gold leaf on canvas
130 x 97 cm.

£25,000 - 30,000

€29,000 - 35,000

Painted in 1987.

Provenance

D. Logothetis collection, Athens.
Private collection, Athens

Exhibited

Thessaloniki, Macedonian Museum of Contemporary Art, *A. Fassianos, 1953-1993 paintings*, 1993.

46

THEOFILOS HADJIMICHAEL (1871-1934)

Hungarian fight in traditional coffee shop
signed in Greek and dated '1932' (lower left);
titled in Greek (lower center)
natural pigments on canvas
74 x 103 cm.

£20,000 - 30,000

€23,000 - 35,000

Provenance

E. Teriade collection, Mytilene, Greece
Private collection, Athens.

Literature

Theofilos, Commercial Bank of Greece edition, Athens 1966, no. 191
(illustrated).

This picture was painted on the artist's native island of Mytilene, to which Theofilos had returned in 1926-27 following a forty-year odyssey. There, his imaginary universe, which had crystallised on the walls of village houses and shops around Mt. Pelion, came back to life in a new and delightful manifestation. As noted by N. Matsas, "in Mytilene, Theofilos enjoyed a very creative and prolific period, during which he painted some of his best works."¹ In the same vein, G. Samourkas holds that "the artist's Mytilene period, which lasted eight years until his passing in 1934, is his most mature; his designs became more confident, his colours warmer, his compositions more structured, his backdrops more embellished and his colour combinations more elegant."²

Although the scene describes a quarrel between Magyars in traditional costumes, Theofilos's roots go way back to the Byzantine world and the ancient Aegean, and it is this heritage that makes him paint in a distinctly Greek manner.³ As the painter O. Kanellis once said, wherever in the world one sees a painting by Theofilos, they will instantly say: "This is no doubt a Greek work of art."⁴

¹ N. Matsas, *The Tale of Theofilos* [in Greek], Estia publ., Athens 1978, p. 153.

² G. Samourkas, *Twelve Folk Painters* [in Greek], Athens 1974, p. 90.

³ See A. Xydis, *Proposals for the History of Modern Greek Art* [in Greek], vol. 1, Athens 1976, p. 36-38.

⁴ O. Kanellis, "The Painter Theofilos" [in Greek] in *The Painter Theofilos in Mytilene*, exhibition catalogue, Mytilene 1962.

Please note that due to Greek regulation, this lot cannot be exported from Greece and will be available for viewing and inspection in Athens either by appointment or during the Athens Preview, 2-4 April 2019. This work will be located in Athens during the auction.





47 AR

YIANNIS TSAROUCHEIS (1910-1989)

Endymion

gouache, pastel and charcoal on paper

151 x 119 cm.

£10,000 - 15,000

€12,000 - 17,000

Provenance

Private collection, Athens.



48 AR

YIANNIS TSAROUCIS (1910-1989)

Portrait of a young man
signed in Greek and dated '77' (upper right)
mixed media on paper
46 x 32.5 cm.

£7,000 - 10,000
€8,200 - 12,000

Provenance

Private collection, Athens.

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49 AR

PANAYIOTIS TETSIS (BORN 1925)

Landscape with tree
signed in Greek (lower right)

oil on panel

49.5 x 69.5 cm.

£4,000 - 6,000

€4,700 - 7,000



50 AR

PANAGIOTIS TETSIS (1925-2016)

Still life

signed in Greek (lower left)

oil on canvas

81 x 84.5 cm.

£5,000 - 7,000

€5,800 - 8,200

Provenance

Private collection, Athens.



51 AR

YIANNIS SPYROPOULOS (1912-1990)

Pellini E

signed in Greek (lower right)

signed, titled and dated 'Jannis Spyropoulos "Pellini E" 1964' (on the stretcher); inscribed with dedication from the artist and his wife (on the reverse); inscribed with the artist's address (on the stretcher)

oil and mixed media on canvas

54 x 66 cm.

£6,000 - 8,000

€7,000 - 9,300

Painted in 1964.

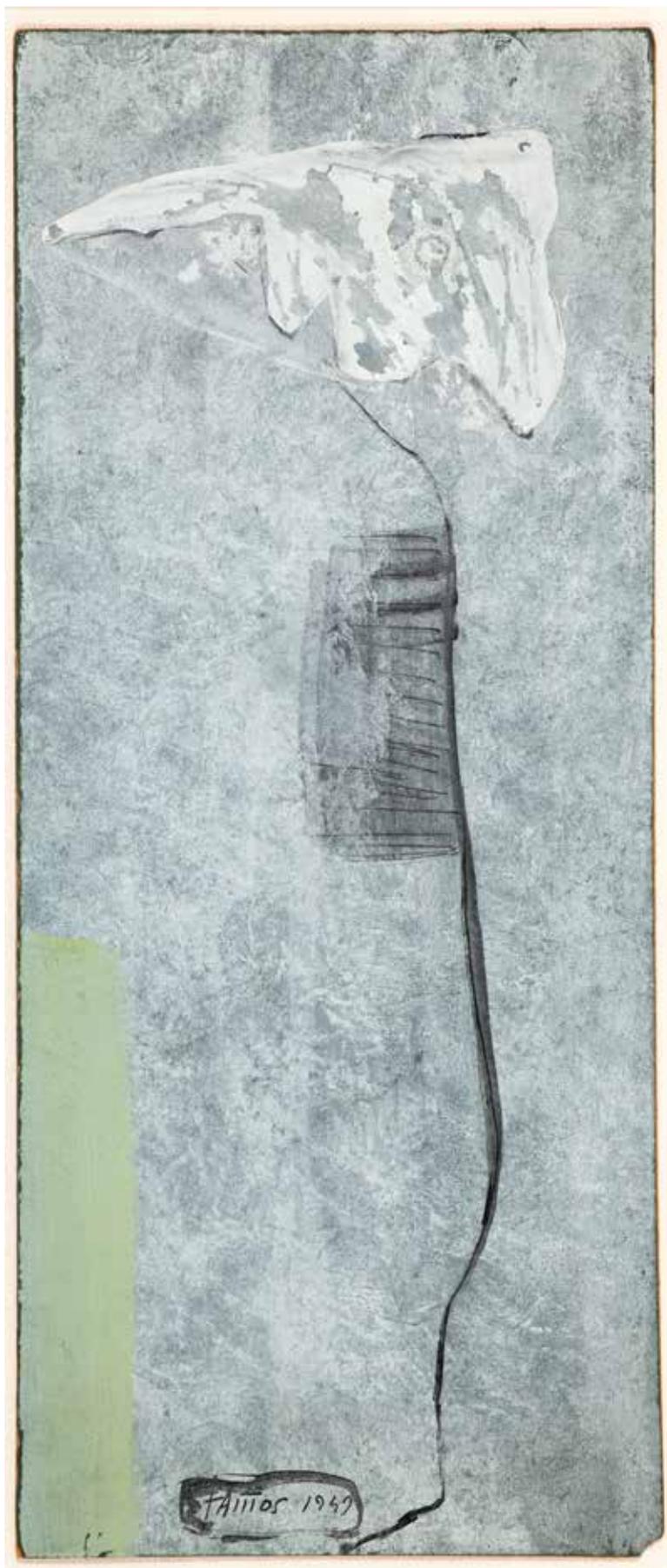
Provenance

David Herbert, New York.

Knoedler Gallery, New York.

Andrade private collection, New York, 1998.

Acquired from the above 2017, New York by the present owner.



52 AR

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

On the tide
signed and dated 'ΣtAMOS 1949' (lower left)
gouache and watercolour on cardboard
43 x 18.2 cm.

£3,000 - 5,000

€3,500 - 5,800

Provenance

Galerie Pudelko, Bonn.
Private collection, Athens.

53 AR

LUCAS SAMARAS (BORN 1936)

Reconstruction # 86

sewn fabrics on canvas framed in plexiglass

183 x 206 cm (199 x 223 x 7 cm with frame and plexiglass).

£40,000 - 60,000

€47,000 - 70,000

Executed in 1979.

Provenance

The Pace Gallery, New York.

Jeffrey Hoffeld & Co. Inc., New York.

Graham Gund collection, Cambridge Massachusetts.

D. Logothetis collection, Athens.

Private collection, Athens.

Stitched together with the craftsmanship of Kastoria's traditional furriers and the sensitivity with which American pioneer women sewed their patchwork quilts, *Reconstruction # 86* reflects in a way the dual roots of Greek-American Lucas Samaras, this leading cult figure of postwar avant-garde. The son of a furrier from Kastoria who had immigrated to the United States in the late 1930s, Samaras spent many of his teenage summers in his father's New York City shop stitching small pieces of fur together. "The autobiographical aspect of the genre is deepened by this incorporation, like much of his work, of elements traditionally associated with craft, which Samaras has brought into the domain of fine art."¹

Interweaving bands of vibrantly patterned swatches of fabric, shimmering pieces of cloth and radiating pinstripes, polkadots and plaids zip across the surface, demonstrating a daring combination of traditional form and revolutionary thrust. Colliding planes, jarring colours and fractured space generate a wild energy, "reconstructing" an ultimately fascinating totality. With its slashing diagonals and sense of intense speed of execution, *Reconstruction # 86* recalls the dynamism of action painting, while the quilt-like effect brings it closer to the pattern and decoration movement.

As noted by art critic Kim Levin, "Samaras' big opulent fabric works are almost impersonal, sleek and abstract, conforming to the large scale, rectangular format and flat picture plane of conventional modern

painting. All the motifs of his previous work reappear in the patterned cloth he stitches together into dazzling patchworks, as if he were piercing the whole fabric of his past art into a grandiose and comedic quilt. His identity is embedded in them. He has always worked by accumulation, by repetition, by insistence, and has always transformed tacky banal materials into glittering magical surfaces. And the tactile excitations of his past work are magnified in these sensual patchwork skins of cloth that flirt with Islamic latticing, oriental calligraphy or giant brushworks in an irrational amalgam of the romantic past. Subjected to repeated destructions and reconstructions—which is how they got their name—their making involves not only the usual violations of Samaras's work but a process which resembles the ruthless alterations of action painting. Samaras's *Reconstructions* must be seen as paintings, highly sophisticated and completely perverse. Big dazzling abstractions. They are also variegated, witty, improvisational hybrid surfaces that fuse random and disparate materials into a seamless expressive whole. They reconstruct not folk handicraft but modernist art."²

¹ T. McEvilley, "Intimate but Lethal Things: the Art of Lucas Samaras" in *Lucas Samaras Objects and Subjects 1969-1986*, exh. cat., Abbeville Press, New York 1988, p. 28.

² K. Levin, preface to the *Samaras, Reconstructions at the Pace Gallery* exhibition catalogue, New York, 1979.





54 AR

CHRYSSA (VARDEA) (1933-2013)

Untitled

signed 'Chryssa' (lower right)

oil on canvas and neon construction

164 x 124 x 17 cm.

£25,000 - 35,000

€29,000 - 41,000

Executed c.1980.



55 AR

CHRYSSA (VARDEA) (1933-2013)

Untitled

signed 'Chryssa' (upper right)

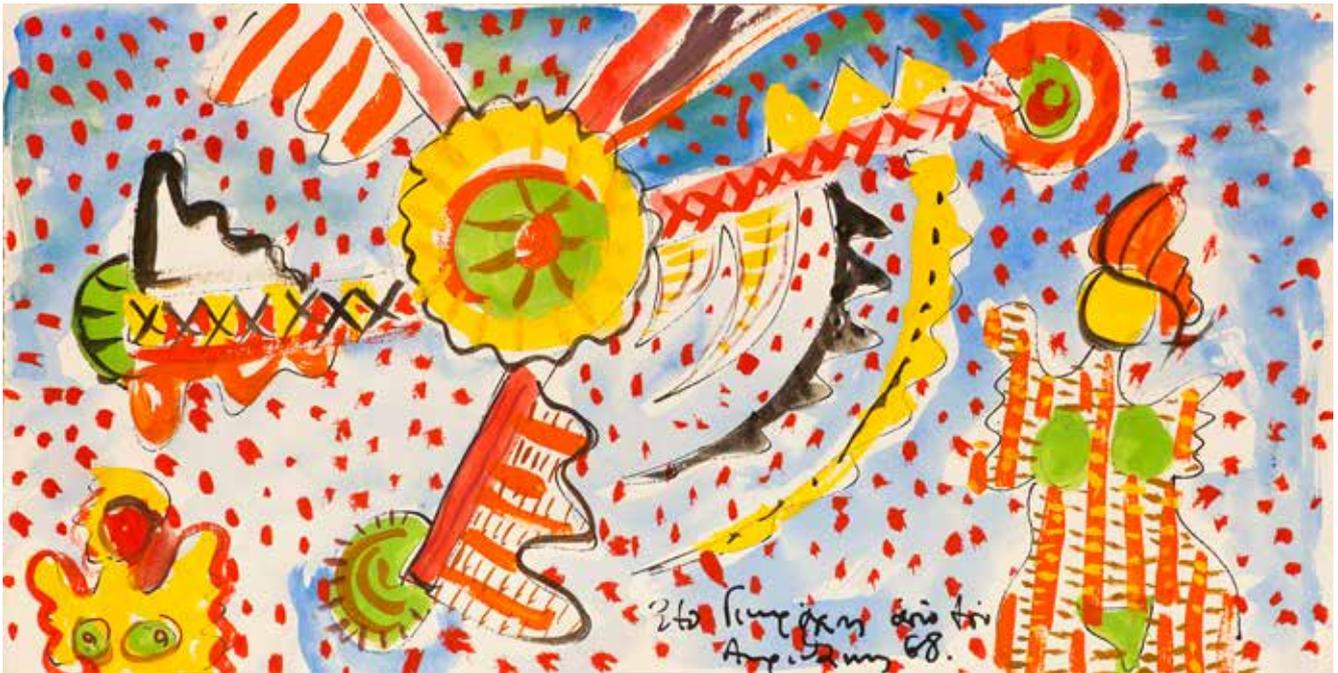
oil on canvas and neon construction

124.5 x 165 x 18 cm.

£25,000 - 35,000

€29,000 - 41,000

Executed c.1980.



56 (b)



56 (a)

56 AR

ALEXIS AKRITHAKIS (1939-1994)

a) Two helicopters
signed in Greek and dated '67' (upper left)
tempera and ink on paper
29.4 x 21 cm.

b) Fun park
signed and inscribed in Greek and dated '68' (lower right)
tempera and ink on paper
18.5 x 36.5 cm.

(2)

£7,000 - 9,000
€8,200 - 10,000

We are grateful to Chloe Akritchakis for the authentication of this work.

Provenance

Acquired directly from the artist by the present owner.

57 AR

ALEXIS AKRITHAKIS (1939-1994)

Flame
signed and dated 'Akritchakis 70 Berlin' (lower center)
oil on canvas
80 x 61 cm.

£12,000 - 18,000
€14,000 - 21,000

We are grateful to Chloe Akritchakis for the authentication of this work.

Provenance

Acquired directly from the artist by the present owner.



58 AR

PAVLOS (PAVLOS DIONYSSOPOULOS) (BORN 1930)

Three trees / Trois Arbres

papier d' affiches on canvas framed in plexiglass

200 x 300 x 7.5 cm.

£30,000 - 40,000

€35,000 - 47,000

Executed in 1987.

Provenance

Acquired directly from the artist by the present owner.

Exhibited

Cannes, La Malmaison Espace Miramar, *Pavlos, Papiers en Fête 1962-2003*, 18/7-17/10/2004 (illustrated in the exhibition catalogue, p. 100)

Syros, Cultural center on Municipality of Ermoupolis, curated by K.Koskina, *Pavlos Retrospective 1962-2006*, 28 July – 29 August 2007 (illustrated in the exhibition catalogue p.60-61)

Thessaloniki, Macedonian Museum of Modern Art – HELEXPO, *Pavlos Dionyssopoulos, Retrospective*, curated by K.Koskina, 29 May – 17 August 1997 (illustrated in the exhibition catalogue, p.187)

Athens, School of Fine Arts, The Factory, *Pavlos Dionyssopoulos, Retrospective*, curated by K.Koskina, October 22 – December 12, 1997.

Literature

Maud Benayoun, *Pavlos*, Linda et Guy editions, Belgium 2008, p. 416-417 (illustrated).

Pavlos Retrospective, curated by K. Koskina, Adam editions-The J.F. Costopoulos Foundation, p. 187 (illustrated).





59 AR

YANNIS GAÏTIS (1923-1984)

Blonde lady with figures
signed and dated 'Gaitis 74' (lower right)
oil on canvas
61.5 x 91.5 cm.

£7,000 - 10,000

€8,200 - 12,000

Provenance

Circle Gallery, Chicago.
Private collection, Greece.



60 AR

YANNIS GAÏTIS (1923-1984)

Human column

signed 'Gaitis' (lower right)

oil on canvas

73 x 60 cm.

£7,000 - 9,000

€8,200 - 10,000

Provenance

Acquire directly from the artist by the present owner.

61 AR

DIMITRIS MYTARAS (1934-2017)

Composition in Ionic style

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

oil on canvas

130 x 170.5 cm.

£20,000 - 30,000

€23,000 - 35,000

Provenance

Acquired directly from the artist by the present owner.





62 AR

PANAYIOTIS VASSILAKIS TAKIS (BORN 1925)

Flower (with Cycladic figure)

signed and dated 'Takis 78' (on the base)

painted iron and bronze

153 x 20 cm.

£20,000 - 30,000

€23,000 - 35,000

Executed in 1978.

Registration number in the Takis Archives F.079.

The work is accompanied by a certificate of authenticity from the artist.

Provenance

Acquired directly from the artist by the present owner.



(detail)

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.



63 AR

COSTAS COULENTIANOS (1918-1995)

Nouvelle Génération VII / Bas relief No 2
signed and dated 'KK 92-93' (lower left)
bolted painted wood
160 x 138 x 21 cm.

£12,000 - 18,000

€14,000 - 21,000

Provenance

Ileana Tounda Gallery, Athens.
Private collection, Athens.

Literature

E. Mykoniatis, *Greek Art - Modern Greek Sculpture*, Ekdotike Athenon editions, Athens 1996, p. 213 (discussed), p. 136 (illustrated).
Costas Coulentianos, Exhibition catalogue, Couvent des Cordeliers, Paris 1997, no.122, p. 104 (illustrated).

Coulentianos, Exhibition catalogue, Medousa gallery, Athens 2008, p.9 (illustrated).

Coulentianos, *The Last of the Modern Acrobats*, Benaki Museum, Athens 2012, no. 213, p. 214 (illustrated).

Constructed of successive flat surfaces in the style of Picasso's synthetic cubist collages, this amazing relief by one of the most gifted and vigorous sculptors of postwar European abstraction, owes its seductive appeal to the fascinating interplay of angular forms and intense colours. Discussing this piece in his book on Modern Greek Sculpture, Professor I. Mykoniatis noted that "its solid geometric shapes are joined by strong metal bolts that allow the various parts to retain their autonomy without jeopardizing their relations of interdependence."¹

¹. I. Mykoniatis, *Greek Art - Modern Greek Sculpture*, Ekdotike Athenon editions, Athens 1996, p. 213.



(detail)

64 AR

CHRISTOS BOKOROS (BORN 1956)

Unread forest
with artist's stamp (on the reverse)
oil on wood and textile
200 x 20 x 5 cm. (height variable)

£7,000 - 10,000

€8,200 - 12,000

Provenance

Private collection, Athens.

Exhibited

Athens, Zoumboulakis Galleries, 2004.



65 AR

YIANNIS TSAROUCHEIS (1910-1989)

Neoclassical façade
signed in Greek and dated '18-3-70' (lower right)
mixed media on panel
27 x 34.5 cm.

£6,000 - 8,000
€7,000 - 9,300

Provenance

Private collection, Athens.



66 AR

PANAGIOTIS TETSIS (1925-2016)

Hydra
signed in Greek (lower right)
watercolour on paper
75 x 55 cm.

£2,000 - 3,000
€2,300 - 3,500

Provenance

Private collection, Athens.



67 AR

GEORGIOS GOUNAROPOULOS (1889-1977)

Nymph in a dreamy landscape
signed 'G.Gounaropoulos' (lower left)

oil on panel
64 x 54 cm.

£4,000 - 6,000
€4,700 - 7,000

Provenance

Greek Sale, Christie's, Athens, April 1995, lot 47.
Private collection, Greece.

68 AR

YIANNIS SPYROPOULOS (1912-1990)

A myth

signed in Greek (lower right); signed, titled and dated 'Jannis
Spyropoulos A myth – 1961 Athens' (on the stretcher)

oil on canvas

97 x 130 cm.

£15,000 - 20,000

€17,000 - 23,000

Provenance

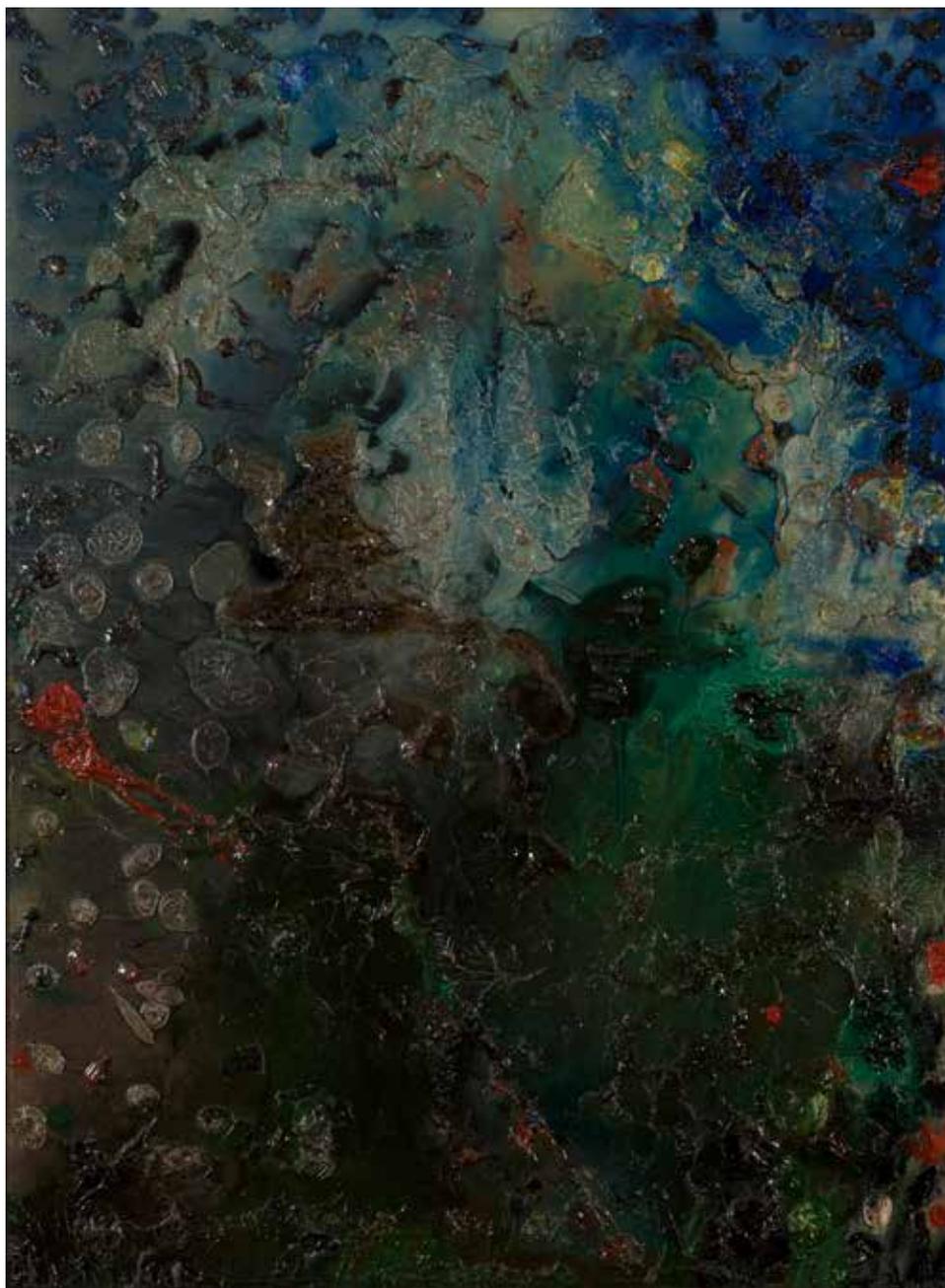
P. Johnson collection, U.S.A.

Private collection, Athens.

Exhibited

New York, World House Galleries, *Jannis Spyropoulos, Paintings
1960-1961*, April 4-29, 1961, no. 26 (listed and illustrated in the
exhibition catalogue).





69 AR

THANOS TSINGOS (1914-1965)

Abstract marine

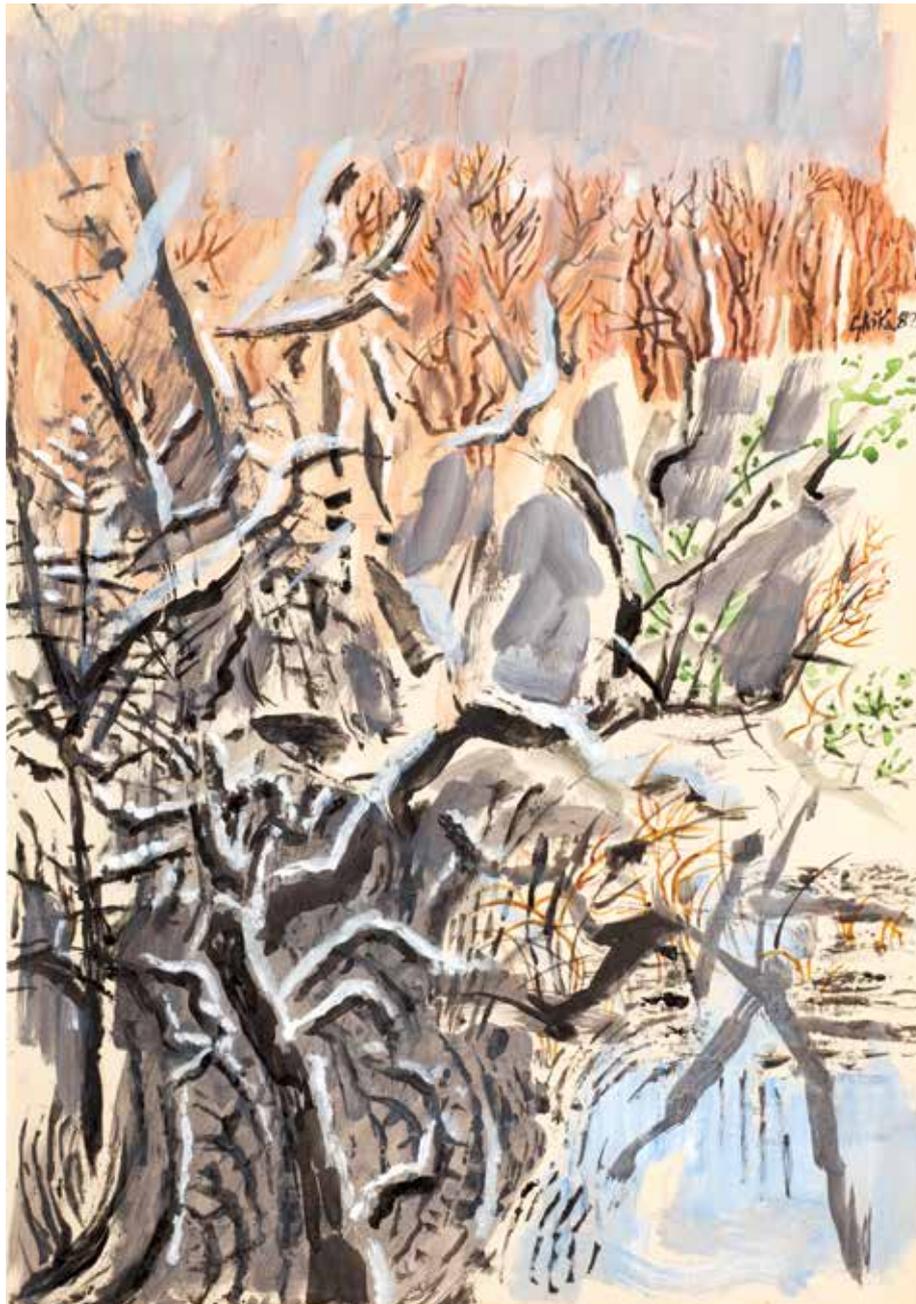
signed and dated 'TSINGOS / 60' (lower right)

oil on canvas

130 x 97 cm.

£8,000 - 12,000

€9,300 - 14,000



70 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Trees with snow

signed and dated 'Ghika 82' (upper right); signed, dated and inscribed

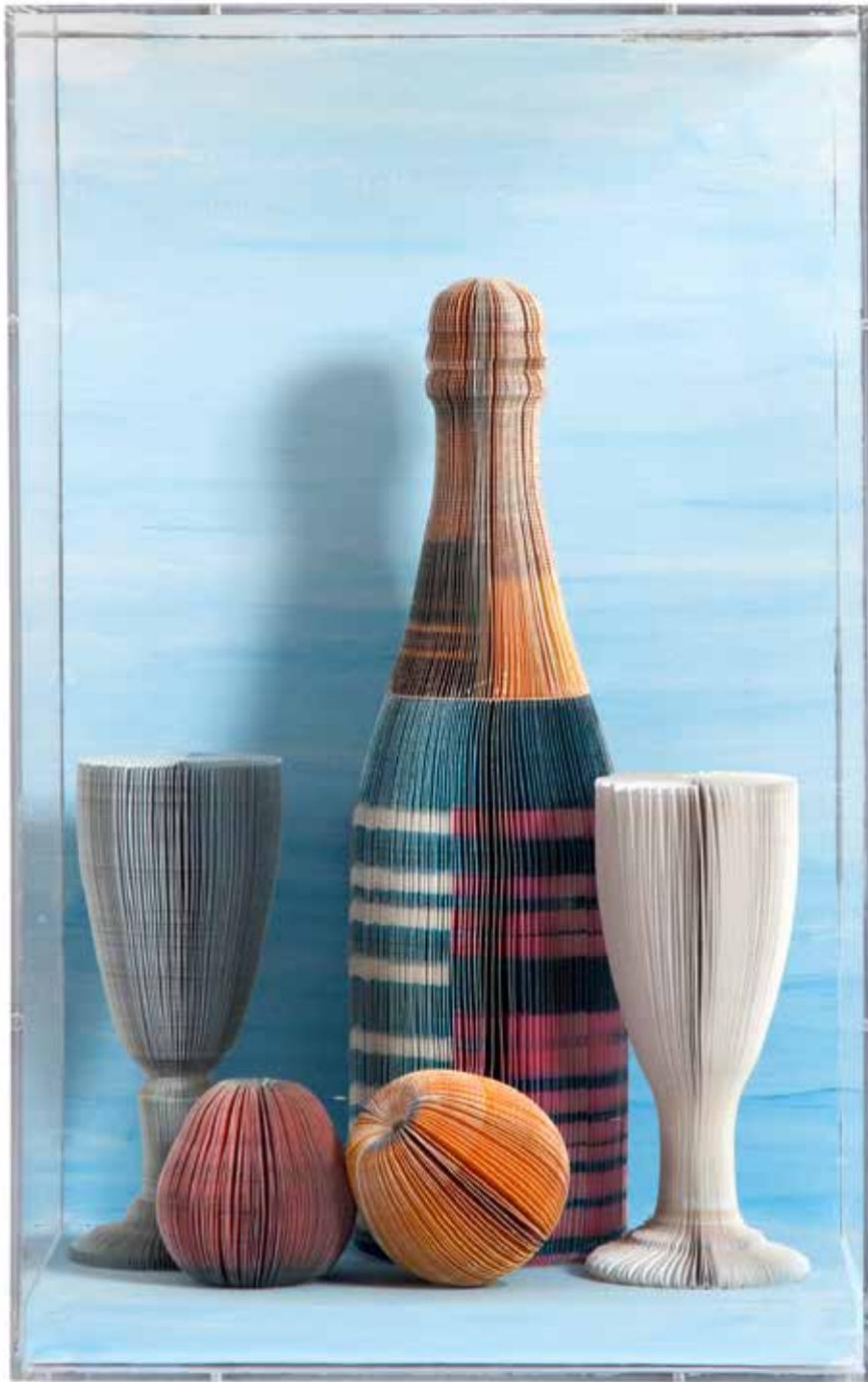
'GHIKA..Jan 1982/Trees with snow' (on the reverse)

mixed media on card

48 x 33.5 cm.

£4,000 - 6,000

€4,700 - 7,000



71 AR

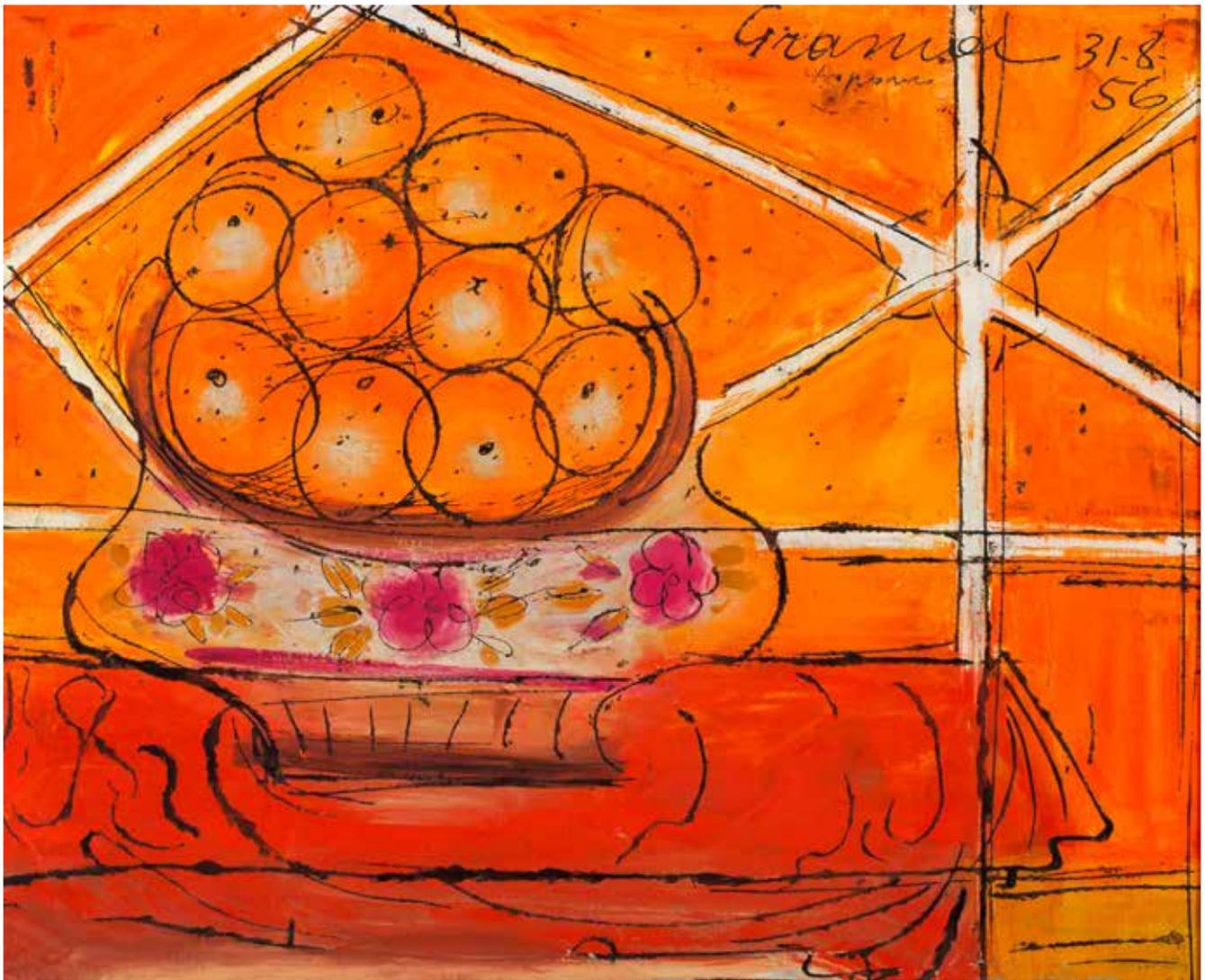
PAVLOS (PAVLOS DIONYSSOPOULOS) (BORN 1930)

Champagne for two
signed and dated 'Pavlos/2006' (lower right); signed and dated
'Pavlos/2006/PAVLOS' (on the reverse)
paper construction on wood framed in plexiglass box
43 x 27 x 21.5 cm.

£4,000 - 6,000
€4,700 - 7,000

Provenance

Private collection, Athens.



72 AR

COSTAS GRAMMATOPOULOS (1916-2003)

Oranges

signed and dated 'Grammatopoulos 31-8-56' (upper right)

oil on canvas

59 x 72.5 cm.

£4,000 - 6,000

€4,700 - 7,000

Painted in 1956.

Literature

K. Grammatopoulos, Painting – Engraving, editions M. Toumbis S.A., Athens 1991, p. 66 (illustrated).

Provenance

D. Pieridis collection.

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.

73 AR

ALECOS CONDOPOULOS (1905-1975)

Morning dew on arid land

signed in Greek and dated '1973' (lower right); signed, dated and titled (on the reverse)

oil on canvas

110 x 100 cm.

£12,000 - 18,000

€14,000 - 21,000

Provenance

The Greek Sale, Bonhams, London, 10 November 2008, lot 82.

Acquired from the above by the present owner.

Exhibited

Athens, National Gallery and Alexander Soutzos Museum, *Alecos Condopoulos*, March 1976, no. 124.

Lamia, A. *Condopoulos Retrospective*, Municipal Gallery, 1996, p. 54 (referred in the exhibition catalogue).

Literature

A. Condopoulos, Athens 1979, no 323 (illustrated).

Dreamy images of poetic metaphor freely juxtaposed in unexpected combinations occupy an enigmatic landscape, undermining narrative cohesion and revealing the mysterious pathways of the mind. "Between 1960 and 1970, Condopoulos' work ventured beyond abstraction, reflecting the artist's inner need to engage in a discourse with his time and fellow men rather than be solely preoccupied with probing into his own psyche."¹ Organic forms collide with undecipherable shapes, conveying a tense atmosphere of heightened activity and alluding to the multiplicity of perceptions, ideas and experiences that largely define the modern human condition.

"Since 1970 Condopoulos became increasingly involved with figurative types combined with abstract elements, fragmented forms and an overall parcelling out of the pictorial surface. Calligraphic motifs coupled with geometric designs of expressionistic colour and a sense of ambiguous space became more prominent. Even a handful of works from his 1970-1974 period, such as his most characteristic *Morning dew on arid land* painted in 1973, would suffice to convey

the wealth and prowess of Condopoulos' expressive language."² Fragmentary references to both the real and the imaginary in daring combinations of blazing colour conspire to create a challenging work of throbbing energy, suggestive symbolism and subtle social commentary. In its deliberately untidy contours, exuberant but effacing brushstrokes, seemingly random spillings and drippings and intense paint smears this bold picture bridges the gap between action painting and pop art, as manifested mainly in the work of Robert Rauschenberg.

¹ S. Lydakias, 'Biographical Notes' [in Greek] in Alekos Kontopoulos (exhibition catalogue), National Gallery and Alexandros Soutzos Museum, Athens 1976, p. 35.

² C. Christou, 'Alecos Condopoulos' [in Greek] in Alecos Condopoulos, *Retrospective*, exhibition catalogue, 'A. Condopoulos' Municipal Gallery of Lamia, Lamia 1996, p. 54.





74 AR

PARIS PREKAS (1926-1999)

The red tanker
signed in Greek (lower right)
oil on canvas
55 x 70 cm.

£6,000 - 8,000

€7,000 - 9,300



75 AR

SPYROS VASSILIOU (1902-1984)

Eretria

signed in Greek and dated '82' (lower left)

acrylic and gold leaf on canvas

60 x 90 cm.

£6,000 - 8,000

€7,000 - 9,300

76 AR

ALECOS FASSIANOS (BORN 1935)

Reclining blue figure
signed in Greek (upper middle)
oil on canvas
82 x 155 cm.

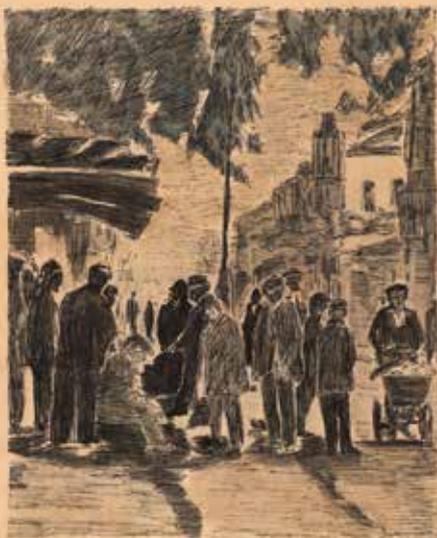
£20,000 - 30,000

€23,000 - 35,000

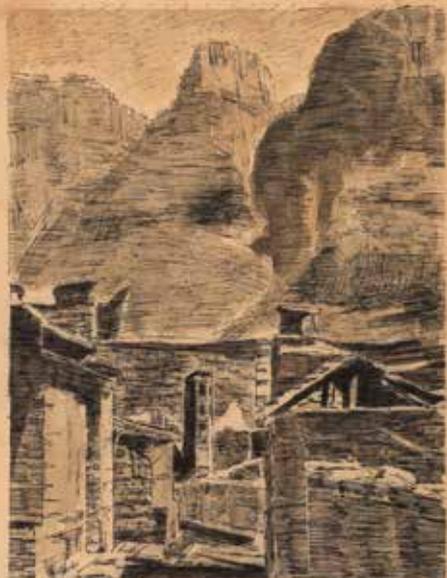
Provenance

Private collection, Athens.





1843
"Amos - St. John's"
H. H. Jones
1843



1843
"St. John's Loppin"
H. H. Jones
1843



1843
"St. John's - Harbor"
H. H. Jones
1843



1843
"St. John's"
H. H. Jones
1843

77 AR

ALECOS CONDOPOULOS (1905-1975)

A collection of 65 (sixty five) drawings,
depicting various scenes and landscapes from
Epirus, Greece.
all signed and inscribed in Greek and dated '1958'
ink on paper
29,5 x 21 cm (each).

(65)

£3,000 - 5,000

€3,500 - 5,800

Provenance

The Greek Sale, Bonhams, London, 24 May 2005,
lot 74.

Acquired from the above by the present owner.

78 AR

COSTAS MALAMOS (1913-2007)

Vitrine
signed in Greek (lower right)
oil on canvas
140 x 69.5 cm.

£3,000 - 5,000

€3,500 - 5,800

Provenance

Private collection, Athens.



78



79 AR

GEORGIOS MAVROIDIS (1912-2003)

Reclining nude

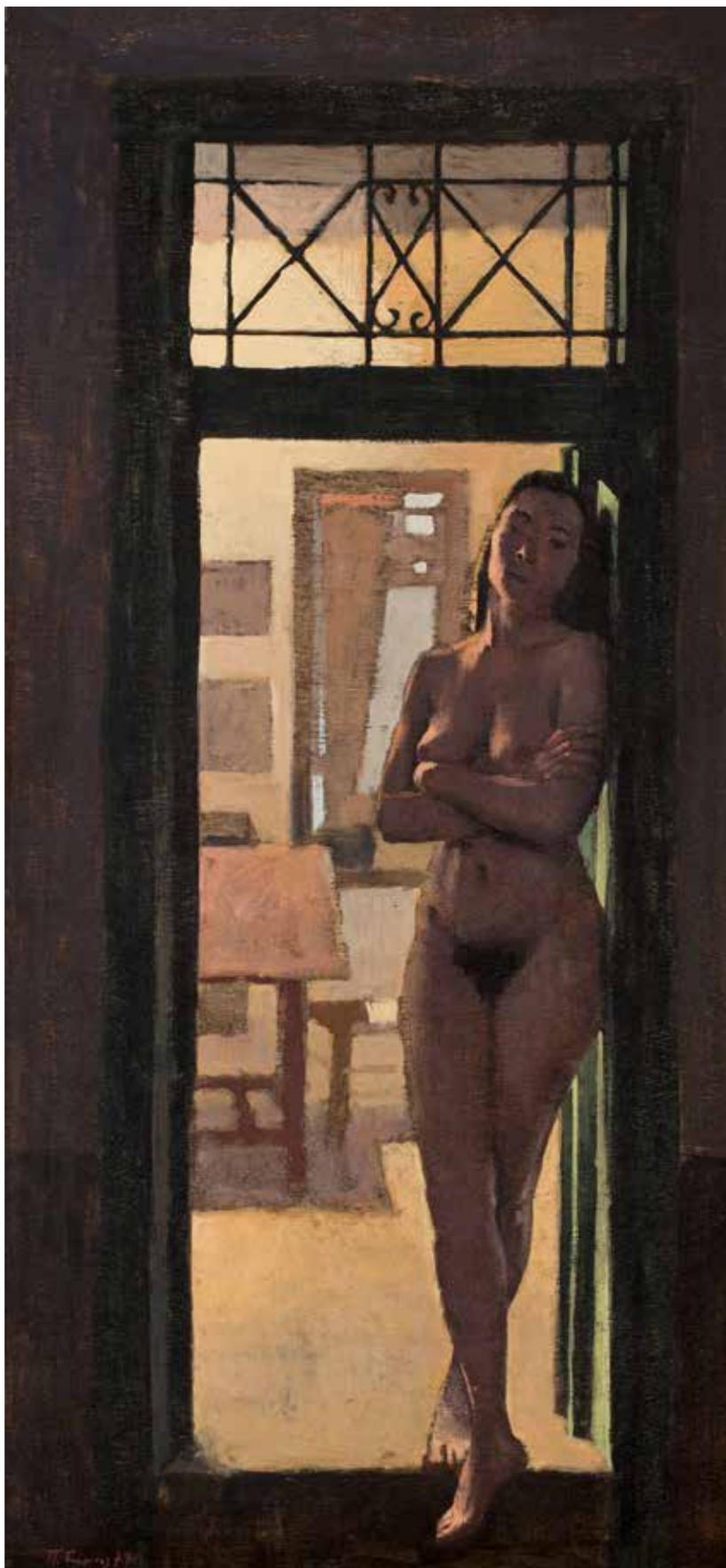
signed in Greek and dated '88' (lower right)

oil on canvas

79.5 x 99 cm.

£8,000 - 12,000

€9,300 - 14,000



80 AR

PAVLOS SAMIOS (BORN 1948)

Nude leaning on the door
signed in Greek and dated '77' (lower left)
oil on panel
57 x 27 cm.

£2,000 - 3,000

€2,300 - 3,500

Provenance

Tassos Zoumboulakis gallery, Athens, 1978.
Private collection, Athens.



81 AR

ALECOS FASSIANOS (BORN 1935)

Blue man with cigar
signed and dated 'A. Fassianos 68' (upper left)
gouache on paper laid on cardboard
55 x 47 cm.

£2,000 - 3,000

€2,300 - 3,500

Provenance

Private collection, Athens.



82 AR

ALECOS FASSIANOS (BORN 1935)

Spartan lunch

signed in Greek (middle left)

gouache on paper

80 x 99 cm.

£5,000 - 7,000

€5,800 - 8,200

83 AR

PAVLOS SAMIOS (BORN 1948)

Untitled

signed and dated 'Samios 86-87' (lower left)

oil on canvas

205 x 310 cm.

£12,000 - 18,000

€14,000 - 21,000

Provenance

Private collection, Athens.







84 AR

KYRIAKOS KATZOURAKIS (BORN 1944)

Composition

signed in Greek and dated '89-90' (lower right)

oil on canvas

160 x 180 cm.

£4,000 - 6,000

€4,700 - 7,000

Provenance

Private collection, Athens.



85 AR

CHRISTOS CARAS (BORN 1930)

Venus before full moon

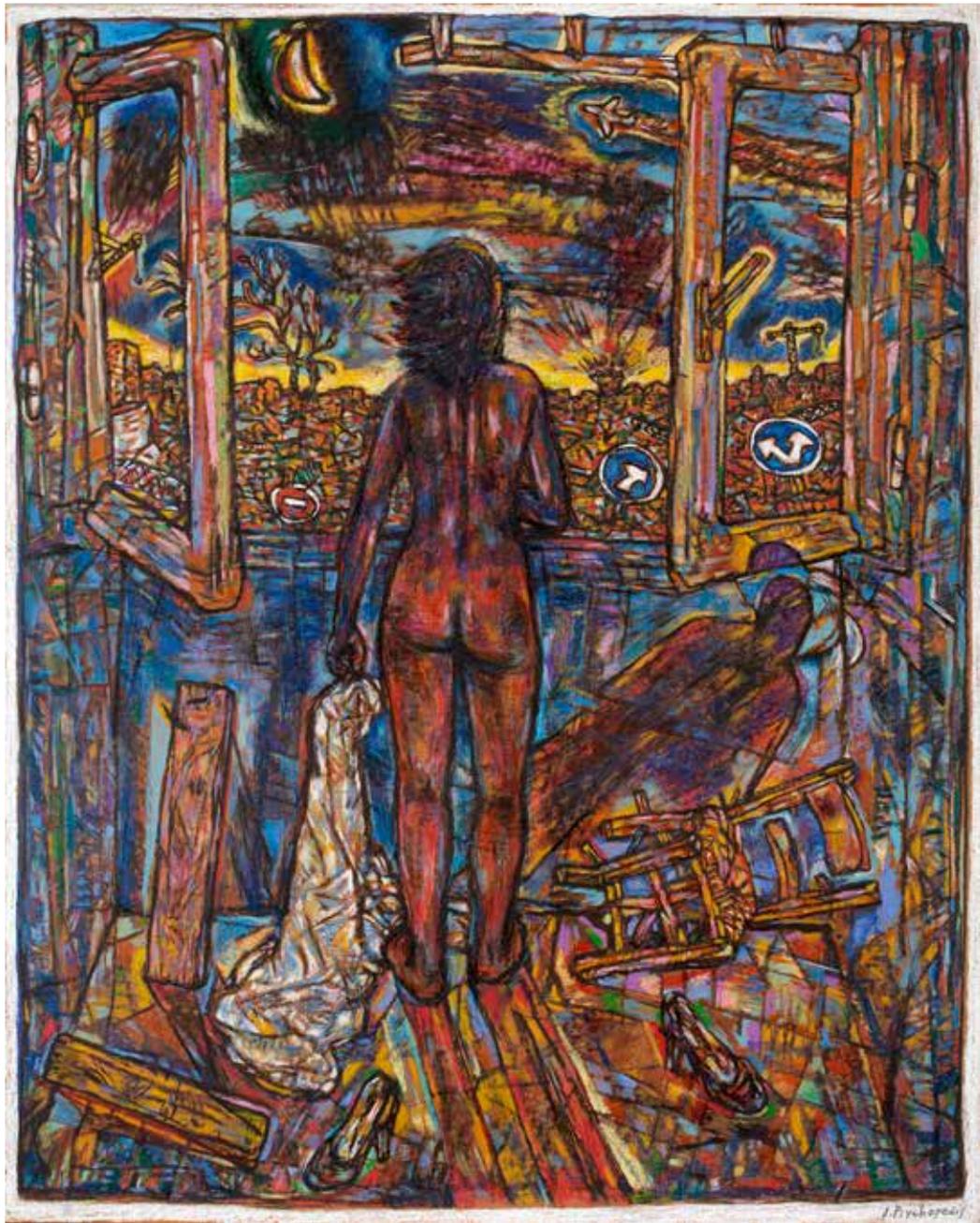
signed in Greek and dated '1996' (lower left)

oil on canvas

152.5 x 235 cm.

£8,000 - 12,000

€9,300 - 14,000



86 AR

YIANNIS PSYCHOPEDIS (BORN 1945)

Window View

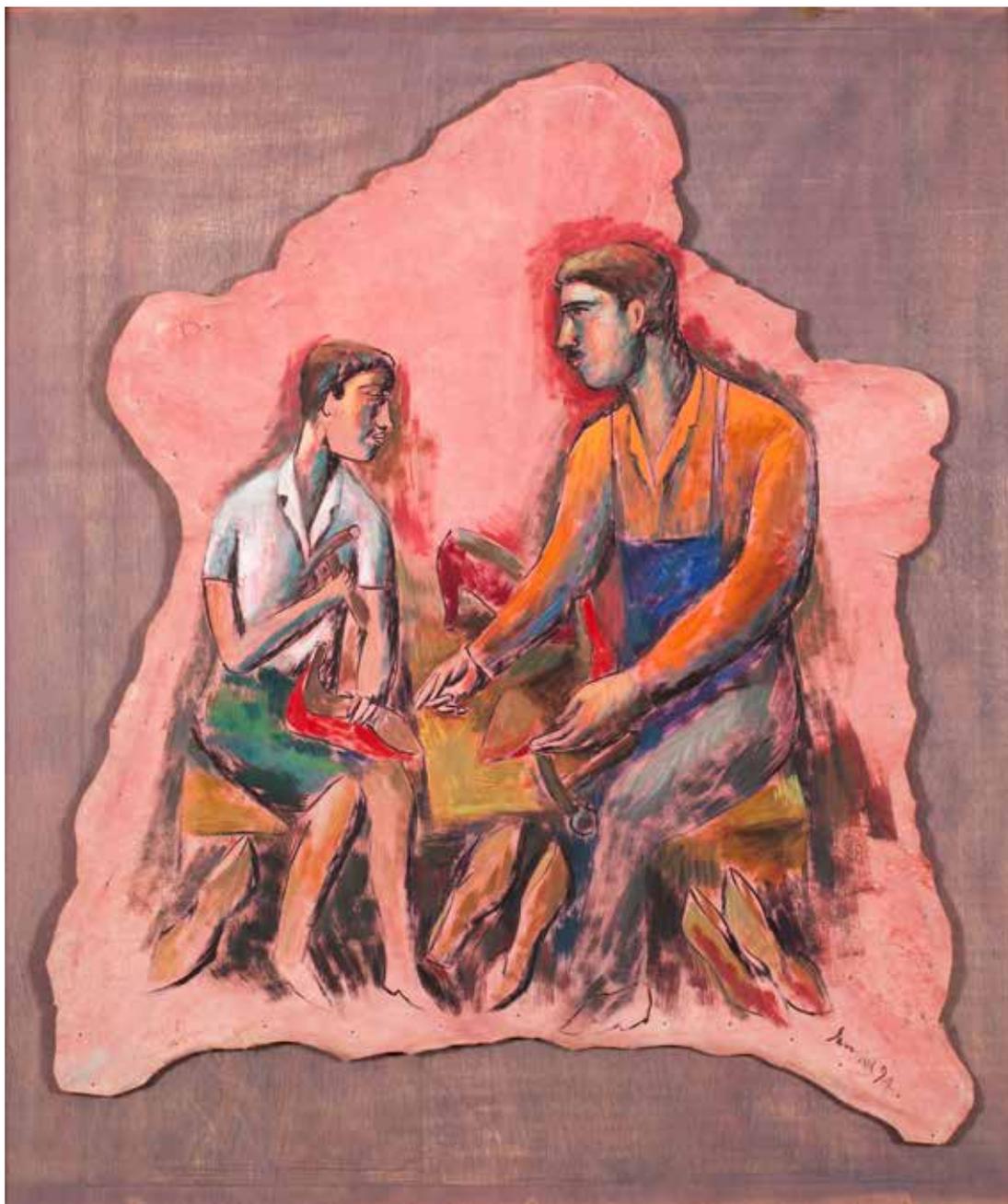
signed 'J.Psychopedis' (lower right)

mixed media on paper

100 x 80 cm.

£4,000 - 6,000

€4,700 - 7,000



87 AR

PAVLOS SAMIOS (BORN 1948)

The shoemakers
signed and dated 'Samios 94' (lower right)
oil on leather piece mounted on panel
100 x 88 cm (110 x 97 cm panel).

£3,000 - 5,000

€3,500 - 5,800

Provenance

Private collection, Athens.



88 AR

YANNIS GAÏTIS (1923-1984)

Figures in blue background
signed 'Gaïtis' (lower right)
oil on canvas
63.5 x 80 cm.

£8,000 - 12,000
€9,300 - 14,000

Provenance

Circle Gallery, Chicago.
Private collection, Greece.

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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.

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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* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price*
25% of the *Hammer Price* above £2,500 and up to £300,000
20% of the *Hammer Price* above £300,000 and up to £3,000,000
13.9% of the *Hammer Price* above £3,000,000

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: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

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	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would be by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and				
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.				
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.				
		10	MISCELLANEOUS		
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		
				11	GOVERNING LAW
					All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.

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.

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescrbed 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."

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