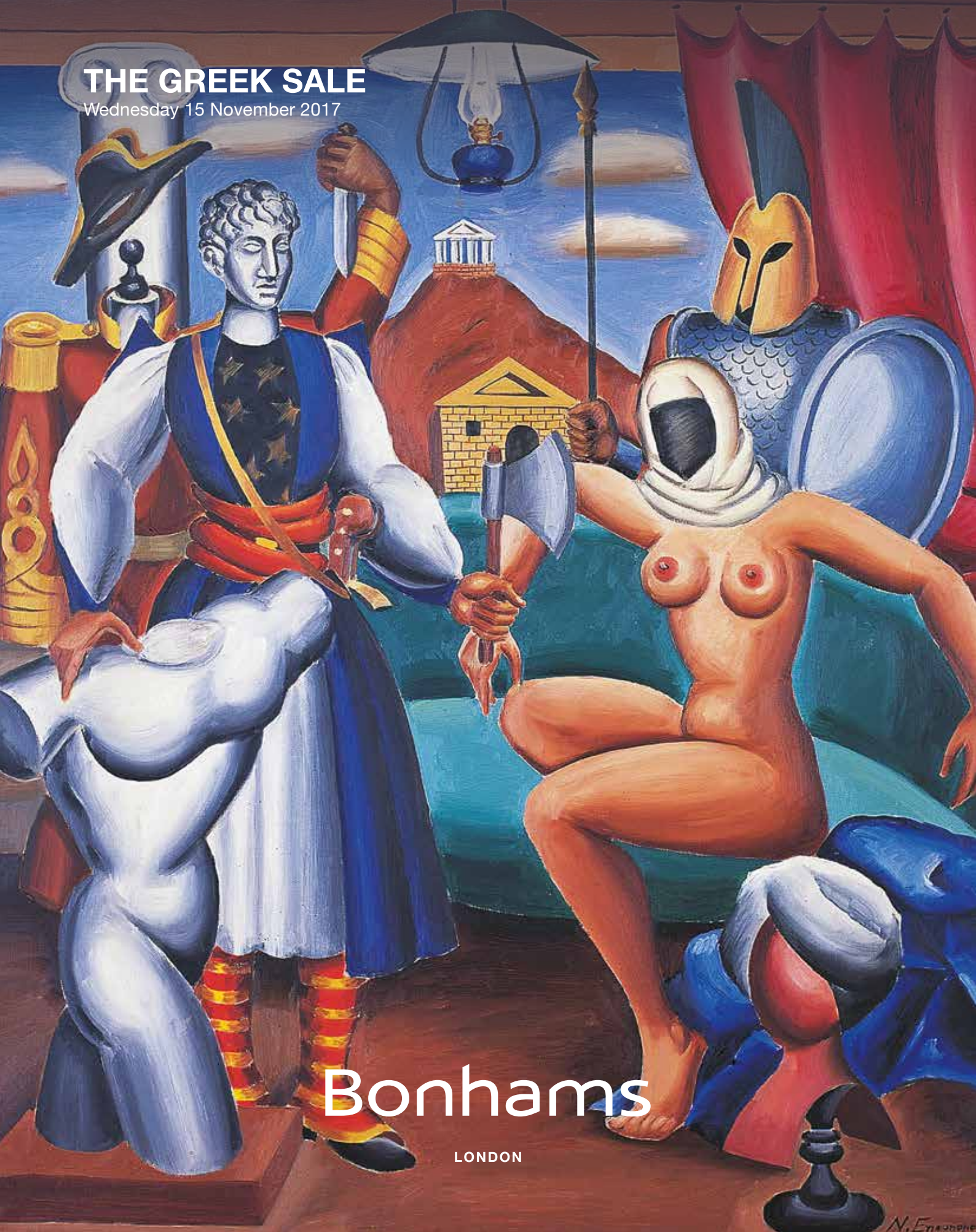


THE GREEK SALE

Wednesday 15 November 2017



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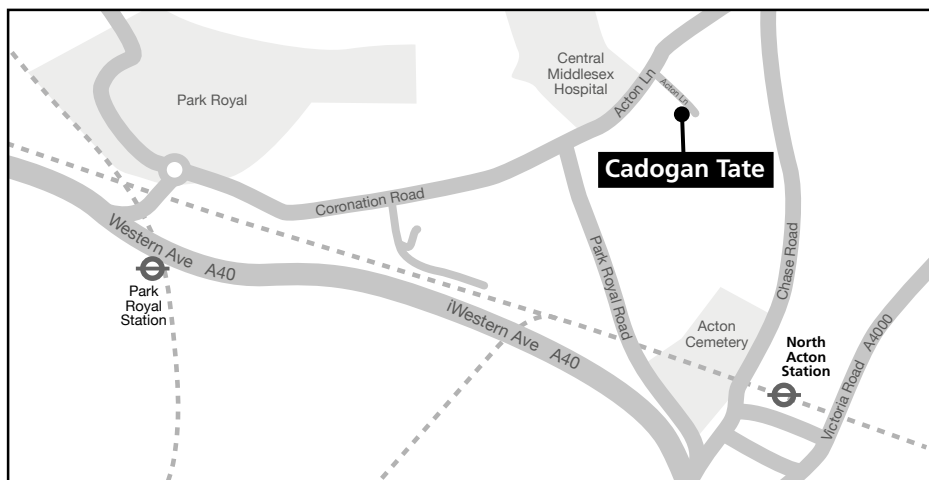
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1^{AR}

YIANNIS TSAROUCHIS (1910-1989)

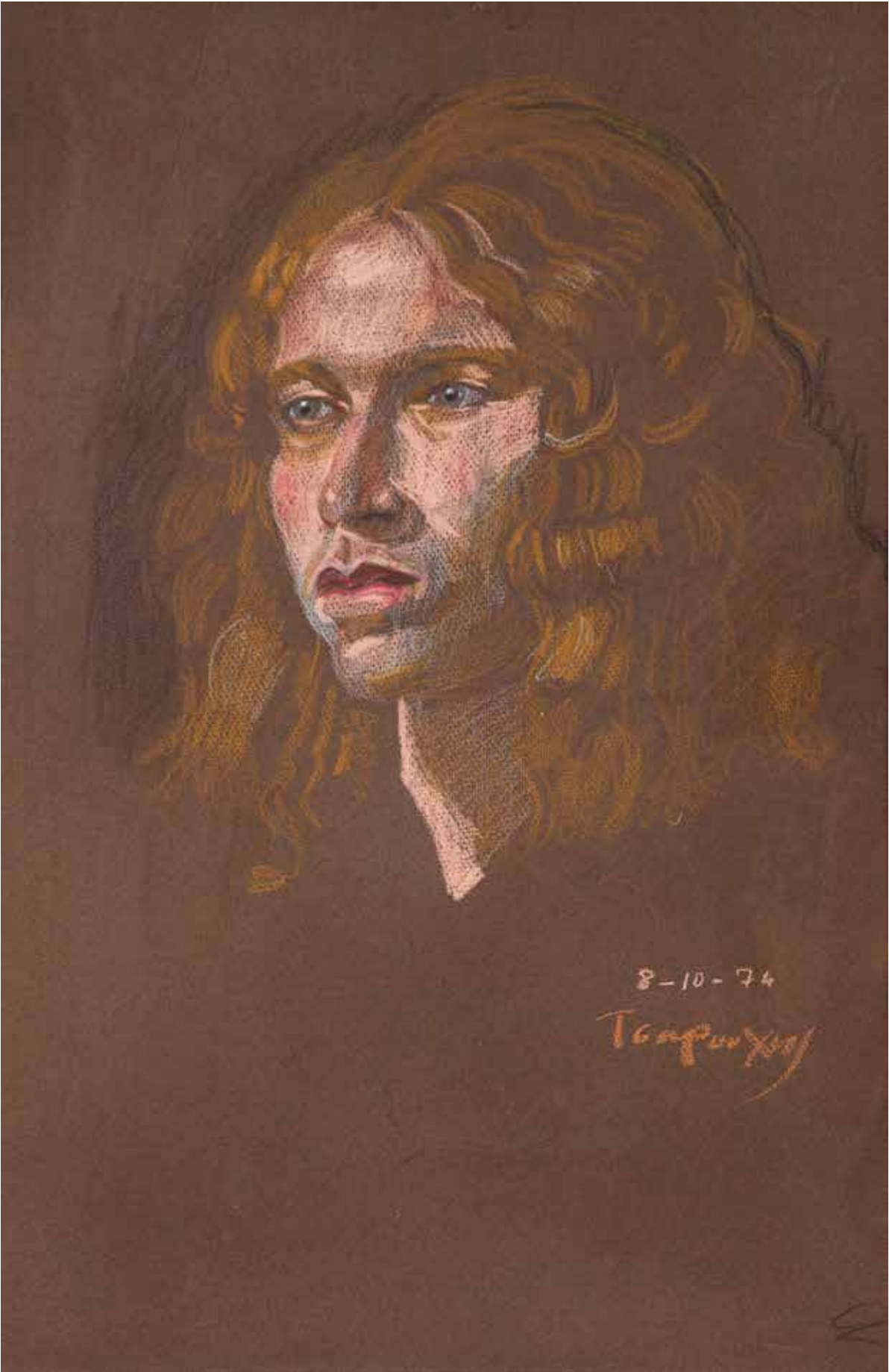
Portrait of a young man
signed in Greek and dated '8-10-74' (lower right)
pastel on brown paper
54 x 36 cm.

£12,000 - 15,000

€13,000 - 17,000

Provenance

Purchased from Aithousa Technis Athinon in 1980 by the
present owner.





2

HUGH WILLIAM WILLIAMS (BRITISH, 1773-1829)

View of the Acropolis and Athens

signed 'H W Williams' (lower left)

watercolour and over traces of pencil heightened with bodycolour

on paper laid on cardboard

64 x 100 cm.

£6,000 - 8,000

€6,700 - 9,000



3

CONSTANTINOS MALEAS (1879-1928)

View of Delphi

signed in Greek (lower right)

gouache and charcoal on paper laid on card

38 x 42 cm.

£5,000 - 7,000

€5,600 - 7,900



4

SYMEON SAVVIDES (1859-1927)

Bishop Germanos of Old Patras is blessing the banner of the Greek revolution
signed 'S. SABBIDES' (lower left)
oil on canvas
72 x 53.5 cm.

£12,000 - 18,000

€13,000 - 20,000

Exhibited

Athens, National Gallery - Alexandros Soutzos Museum, *Symeon Sabbides (1859-1927)*, March 20 - June 26, 2006.



5

SYMEON SAWVIDES (1859-1927)

The hanging of Patriarch Gregorios the 5th
signed 'S. SABBIDES' (lower left)
oil on canvas
72 x 53.5 cm.

£12,000 - 18,000
€13,000 - 20,000

Exhibited

Athens, National Gallery - Alexandros Soutzos Museum, *Symeon Sabbides (1859-1927)*, March 20 - June 26, 2006, no. 144 (illustrated in the exhibition catalogue, p. 109).

Literature

M. Kasimati, *Symeon Sabbides, his Life and Work*, Adam-Pergamos editions, Athens 2006, no. 315, pp. 334-336 (discussed), pp. 312-313 (illustrated - detail), p. 363 (listed), p. 339 (illustrated).

6

THÉODORE JACQUES RALLI (1852-1909)

Vendeuse de Fleurs au Parthénon
signed 'Ralli' (lower right)
watercolour on card
37 x 53 cm.

£25,000 - 35,000

€28,000 - 39,000

Provenance

Private collection, Athens.

Exhibited

Athens, *New Image Worshipping (Nea Iconolatria), The Triumphant Return of Representation in Painting*, 2003, November 10 – December 18, 2003 (illustrated in the exhibition catalogue and on the cover).

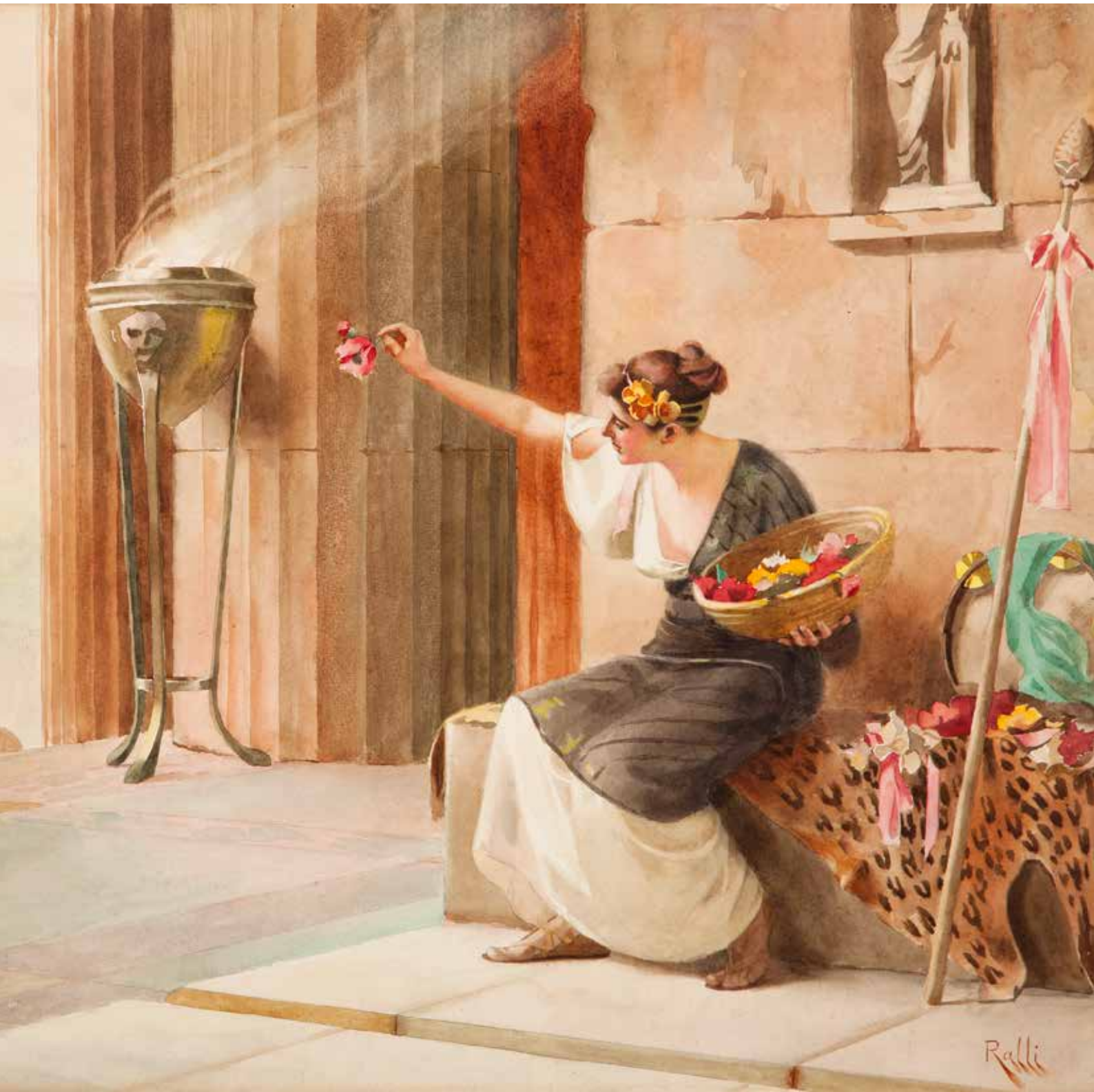
Literature

M. Palioura, *The Painting Oeuvre of Theodoros Ralli (1852-1909)*, doctoral dissertation, University of Athens, Athens 2008, no. 247, vol. I, p. 92 (discussed), vol. II, p. 247 (illustrated).

Bathed in a translucent light that evokes the eternal light of timeless Greece, and informed by an entirely personal spirit of discreet elegance, this visionary scene is fused into a refined and seductive work of art. With impeccable watercolour technique and wise handling of colour, Ralli masterfully combined the Doric austerity of the renowned ancient monument with the young woman's graceful stance, focusing on her elegant features and the gentle movement of her hand holding a red rose.

Sitting on an exotic leopard skin next to a tambourine and immersed in an atmosphere of romantic mysticism and suggestive eroticism, the beautiful young florist calls the ancient faithful who enter the temple to buy her goods while at the same time inviting the contemporary viewer to escape from a strictly organised and disciplined way of life to a dreamworld of pleasure and fantasy—an iconographic approach made popular in 19th c. Europe by such academic orientalists as Ralli's teacher Jean-Léon Gérôme, master neoclassicists as Ingres, and great romantics like Delacroix.







7



8

7

CONSTANTINOS MALEAS (1879-1928)

a) Proti Island
signed 'Maleas' (lower right);
with inscriptions (on the reverse)
oil on cardboard
16.7 x 27.7 cm.

b) Landscape
signed 'Maleas' (lower right)
oil on card laid on board
16.8 x 26 cm.

c) Baalbek
signed in Greek (lower left);
with inscriptions (on the reverse)
oil on cardboard
15.3 x 28.6 cm.

(3)

£12,000 - 18,000

€13,000 - 20,000

g^{AR}

GERASSIMOS STERIS (GREEK/AMERICAN, 1898-1987)

View of the Acropolis
signed in Greek (lower left)
oil on canvas
50.5 x 62.5 cm.

£8,000 - 12,000

€9,000 - 13,000

Provenance

Acquired from the Nees Morfes Gallery by the family of the present owner.

Exhibited

Athens, Nees Morfes Gallery, *The Painting Oeuvre of G. Steris*, October 8-27, 1969, no. 39 (listed in the exhibition catalogue).

PÉRICLÈS PANTAZIS (1849-1884)

L'enfant au chemin de fer
signed 'Pantazis' (lower right)
oil on canvas
71 x 101 cm.

€25,000 - 35,000

€28,000 - 39,000

Provenance

12 May, 1885, Auction of the P. Pantazis Atelier, Salle Sainte-Gudule, 9 rue du Gentilhomme à Bruxelles (under the title *Enfant jouant*).
1885, Léon Gauchez (1825-1907) collection.
3 May, 1924, Galerie Georges Giroux, n. 61 (under the title *L'enfant au chemin de fer*).
7 December, 1925, Galerie Georges Giroux, Auction of The Jean Renard collection, n.83, illustrated p.22 (under the title *L'enfant au chemin de fer*).
Private collection, Belgium, since 1925.

Exhibited

Literary and Artistic Circle of Brussels, 1879.

Literature

P. Colin, *La peinture en Belgique depuis 1830*, p.314, n. 302 (illustrated). (mentioned as *L'enfant au train*, private collection)

The sketch of this painting, belonging to the old collection P. Colin, is kept at the Sint-Niklaas Stedelijk Museum in Belgium.

This painting is also known under the title *Enfant jouant*.

It was in 1871, at the beginning of his career as a painter, that Pantazis executed his first painting with a child as subject. Since then he has continued to exploit this theme, endlessly varying the poses, the layouts and, above all, the lighting games, so that the motif of childhood and that of landscape represent the two major themes of his oeuvre.

In a letter, dated 1874, from the artist to his friend and patron, the Greek merchant Economos, Pantazis expresses his interest in the mischievousness, intelligence and gentleness of children: "a fascinating subject," he writes, "which will never weary me never as a painter".

Pantazis attached great importance to *L'enfant au chemin de fer*. It is not a coincidence that in 1879, during his second solo exhibition at the "Cercle Artistique et Littéraire" in Brussels, he chose this work in the prime place of the seven paintings he exhibited.

A solo exhibition at the Artistic Circle, during the lifetime of the artist, was a rare and prestigious honour. Pantazis' first solo show took place in 1878 and the second one in 1879. Aside from this Greek artist, only Courbet and Rodin, had the privilege of exhibiting individually and on several occasions at the ceremonies of this Circle.

It is following these solo exhibitions that Pantazis' oeuvre is first noticed by the most notorious art critics and his fame goes beyond the limited framework of Belgium. Paul Lefor, of the *Gazette des Beaux-Arts*, edited in Paris, for example, pronounced himself in favour of Pantazis by situating him in the tradition of Impressionist painters: "Mr Pantazis, who lives in Belgium, writes, and sometimes exhibits in Paris, follows the traditions dear to the *Impressionists*. "This is the first time that a Greek painter linked to Impressionism. J-K Huysmans, art critic, renowned for the accuracy of his remarks and the sharpness of his judgment and defender with Zola of the impressionist painters also makes the comparison on the occasion of the same exhibition. He writes: "Mr Pantazis should be among the French Impressionists. This one is a painter, audacious, sincere, a researcher".

L'enfant au chemin de fer was painted in 1879, when impressionism in France reached its maturity. Pantazis took a close interest in this: he liked Boudin, Manet and Monet, but did not forget Corot, Courbet and Artan. However, decomposing and flickering Impressionism was hardly tempting to him. He remains faithful to the coherence of natural structures and the continuity of forms and plans.

In this painting, the plunging view notably strengthens and extends the pictorial space. The blows of the quivering brushes delineate the forms well and render with an expressiveness underlined by the face of the child, at once radiant and mischievous; absorbed by the game. This work exposes the true pleasure of a portrait artist, and never had he felt it more intensely or expressed it with more happiness than in this scene in which all of his most rare qualities are observed.

Pantazis liked to take, according to contemporary sources, both quick sketches and more accomplished drawings. The museum of the city of Sint-Niklaas in Belgium has a beautiful sketch of *L'enfant au chemin de fer* in its collection. But definitely, this definitive painting is more advanced. He combined the inimitable care and freshness of the sketch with the care and attention of a painting executed calmly and methodically. It is the combination of these two strengths that the artist has been able to harmonize and in such a way to obtain small masterpieces.

It is certainly for this same reason that in 1930 Paul Colin, in his major book *Belgian Painting Since 1830*, considers *L'enfant au chemin de fer* among the masterpieces of this period and confers on Pantazis, the same place as James Ensor, Theo Van Rysselberghe, or Félicien Rops.

This piece was written in French by the art historian C. Economides.



10

IOANNIS POULAKAS (1864-1942)

Promenade at the harbor of Volos

signed in Greek (lower right)

oil on canvas laid on board

99 x 67 cm.

£12,000 - 18,000

€13,000 - 20,000



11^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Frames

signed 'K.Ghika' (lower right)

oil on canvas

91.5 x 72 cm.

£50,000 - 70,000

€56,000 - 79,000

Painted in 1926.

Provenance

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

Exhibited

Paris, Percier Gallery, *Exposition Kyriaco Ghika*, October 20 - November 3, 1927, no. 1.

Literature

To Triton Mati magazine, no. 1, May 1977, p. 30, no. 16 (catalogued).
N. Petsalis-Diomidis, *N. Hadjikyriakos-Ghika, Catalogue Raisonné 1921-1940*, Athens 1979, no. 19, p. 116 (catalogued), p. 238 (listed).
E. Mystakas, *Nikos Hadjikyriakos-Ghika and Space in his Painting*, doctoral dissertation, Athens, 2005, p. 131 (indirect reference).

Lost for over half a century and recently discovered in a private collection in Athens, this historic Ghika belonged to the collection of the prominent art critic and the artist's close friend E. Teriade.

In 1926, Ghika, who had moved to Paris three years earlier, gave up portraiture, nude and landscape painting to concentrate on interior and studio views in the spirit of the early 20th century avant-garde movements, both in terms of style and subject matter, echoing de Chirico's metaphysical spaces or Matisse's psychologically acute interiors.¹

A fine product of this creative year, *Frames* shows partial views of unmounted frames and canvases crammed in an extremely shallow space in Ghika's Paris home studio at 40, Rue Denfert Rochereau. This studio view is dominated by an unframed painting in the middleground, which in turn shows another aspect of the artist's residence with its characteristic fireplace mantle topped by a framed mirror. This painting-within-a-painting, which virtually coincides with the picture plane to create a convincing trompe l'oeil effect, is a nearly faithful representation of the also lost *Interior with Mirror and Vase* (1926).² Here, as noted by K.C. Valkana in her book on Ghika, "everything is subordinate to the merciless command of the straight line and only the suspended,

ductile, oblong vase—a possible allusion to Giorgio Morandi's still lifes—evades the sovereign rule of geometry and architecture. The mirror motif plays a leading compositional role in expanding shallow space, while evoking a sense of mystery and contemplative introspection."³ As a result, the picture plane becomes a multi-level representational space, an intricate lacework of sophistication in which, as Roland Barthes would say, a variety of readings blend and clash.

Frames was included in the artist's first one man show in Paris held at the Galerie Percier on the prestigious Rue la Boétie, where Picasso himself was residing at the time. The great master visited the show and acknowledged Ghika's work with the phrase: "*Il a beaucoup de conscience morale*."⁴ In an essay included in the exhibition catalogue, the prominent art critic Maurice Raynal noted that Ghika belonged to "the group of artists who, while adhering to the tenets of Cubism are now attempting to expand them, without adulterating them with sentimental or literary pretexts", pointing to the post-Cubist trends, which the artist was to become increasingly associated with. Raynal also noted that "in the course of his new experimentations, Ghika displays highly individual qualities. From his Greek origins he retains a fondness for light and architecture. His compositions are based on extensive and fluid juxtapositions of brilliant and sombre planes. Indeed, they present themselves as architectural segments in which the qualities of a highly gifted artist are passionately cultivated so as to display the most promising ideas of the present day."⁵

The show was a real success. Almost half of the pictures were sold to collectors and high-profile art dealers, including Georges Bernheim and Léonce Rosenberg, while prominent critics, such as Marcel Sauvage, followed suit: "Ghika is the revelation of Greek art in Paris. His compositions, with their amazing architecture, emanate from his studies in the sphere of light, and it is in this respect that they represent the triumph of classical spirit adapted to today's orientations."⁶

1. See K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre* [in Greek], Benaki Museum, Athens 2011, p. 39.

2. Illustrated in N. Petsalis-Diomidis, *N. Hadjikyriakos-Ghika, Catalogue Raisonné 1921-1940* [in Greek], Athens 1979, no. 16, p. 115. The same mantle and mirror theme also features in *Self Portrait* from 1925-1926, illustrated in N. Petsalis-Diomidis, no. 18, p. 116.

3. Valkana, p. 40.

4. See Petsalis-Diomidis, p. 20. See also J.-P. De Rycke, "Ghika and the Paris Experience" [in Greek], in *Paris-Athens 1863-1940*, exhibition catalogue, National Gallery - A. Soutzos Museum, Athens 2007, p. 150.

5. See J.-P. De Rycke - N. Paisios, *Ghika and Avant-garde in Interwar Europe*, Benaki Museum - N. H. Ghika Gallery, Efesos editions, Athens 2004, pp. 199, 201.

6. M. Sauvage, *Comoedia*, 13.10.1927.





12^{AR}

THANOS TSINGOS (1914-1965)

Blue and green flowers
signed 'Tsingos' (upper left)
oil on canvas
55 x 33 cm.

£5,000 - 7,000
€5,600 - 7,900

13^{AR}

THANOS TSINGOS (1914-1965)

White and red flowers
signed and dated 'Tsingos/60' (lower right)
oil on canvas
92 x 73 cm.

£8,000 - 12,000
€9,000 - 13,000

Exhibited

Santorini island, Lucas and Evangelos Bellonias Foundation, *A Paler Shade of White*, August 2009 (illustrated in the exhibition catalogue).



14^{AR}

THEOFRASTOS TRIANTAFYLIDIS (1881-1955)

Mother and child
signed in Greek (upper right)
oil on panel
42 x 33.5 cm.

£18,000 - 25,000

€20,000 - 28,000

Painted circa 1940-45.

Exhibited

Nicosia, Cyprus, Hellenic Bank Cultural Centre, *The Most Important Greek Painters of the 19th and 20th Century*, May 18 - June 2003, no. 24 (illustrated in the exhibition catalogue).

Literature

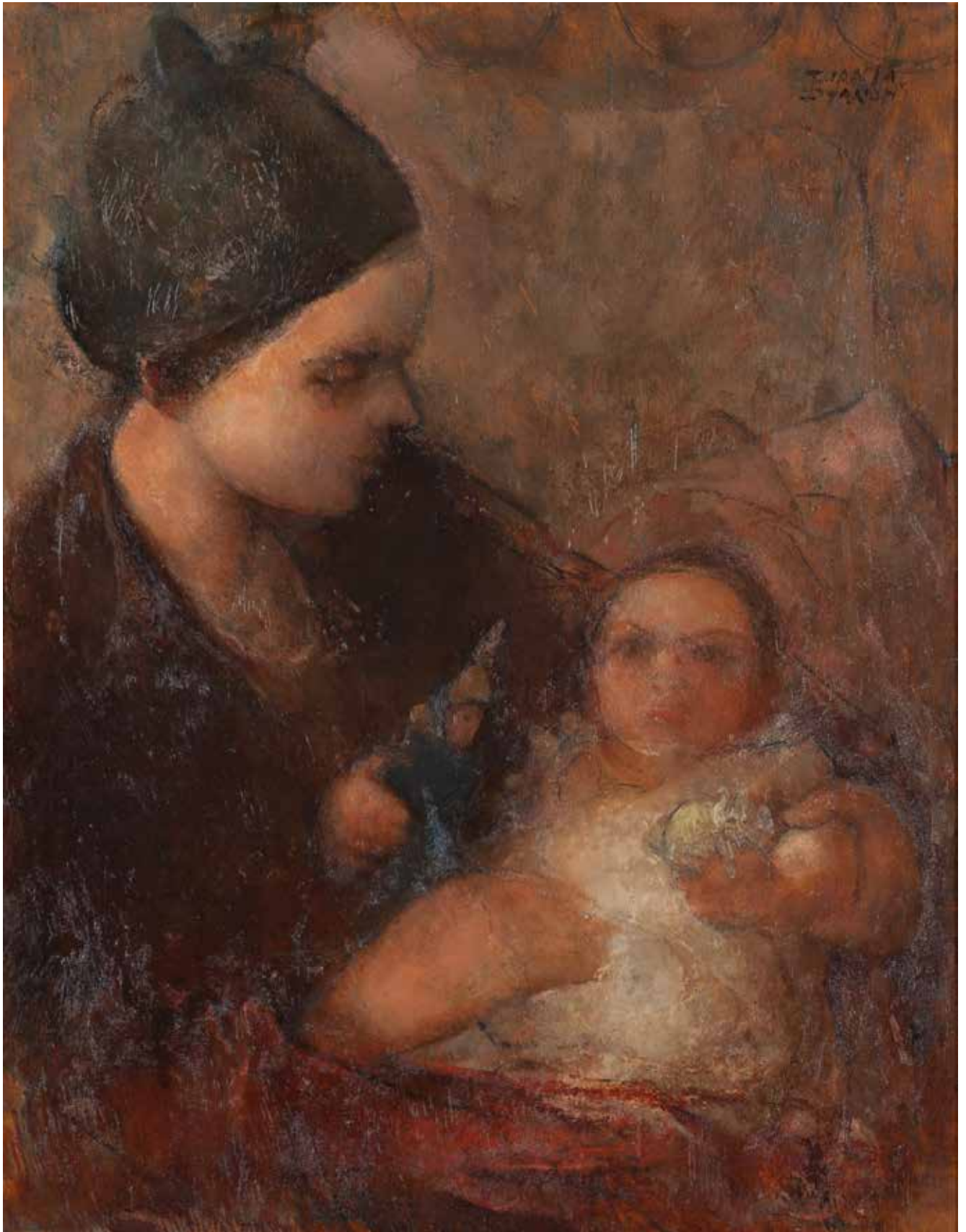
A. Kotidis, Triantafyllidis, *another 'Thirties' in Painting*, University Studio Press, Thessaloniki, 2002, no. 150, pp. 237-240 (discussed), p. 344 (listed), p. 244 (illustrated, no. 160).

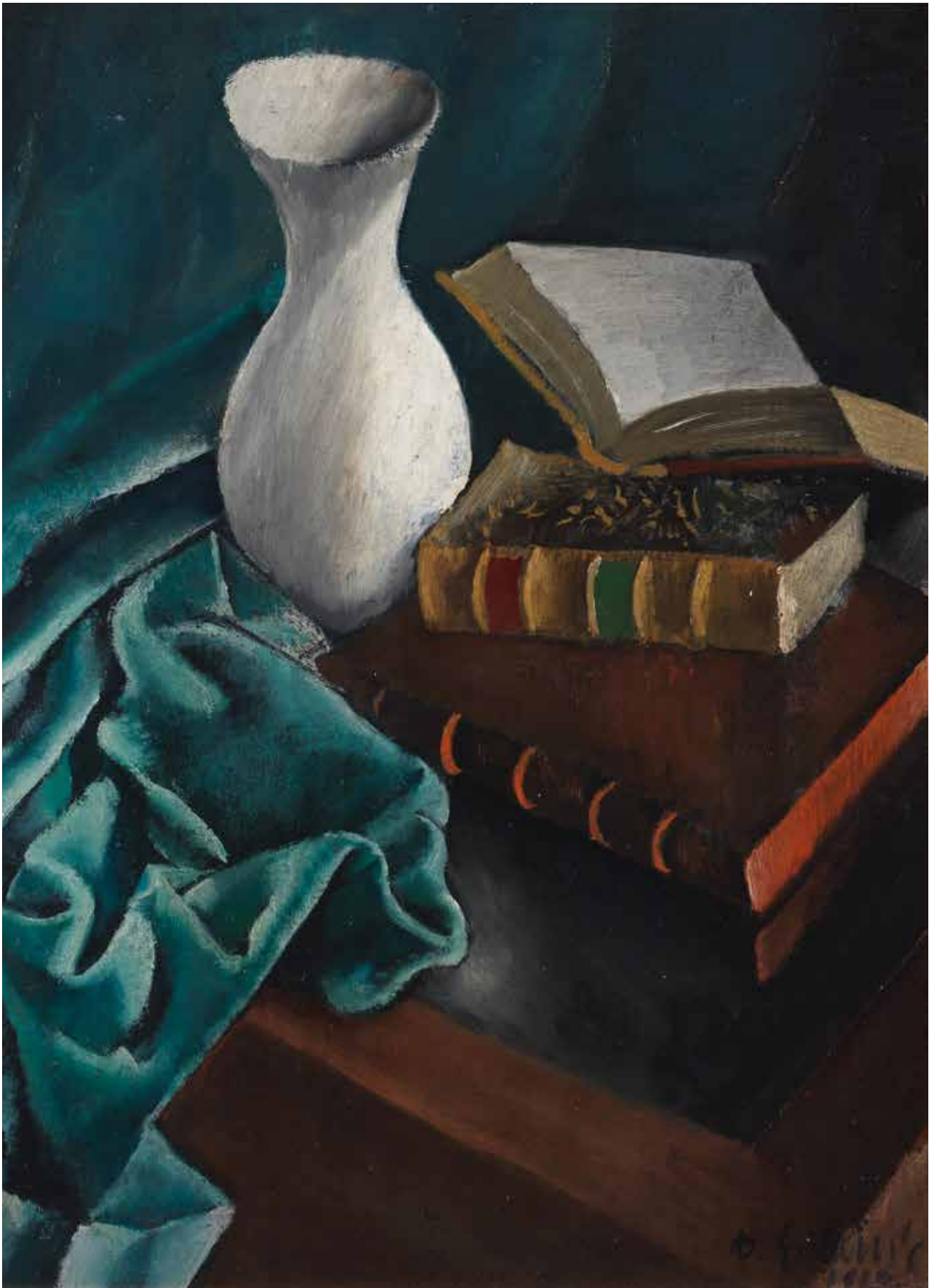
This evocative image of mother and child ventures beyond the circumstantial and the anecdotal to capture the universal and timeless truth of motherhood. Stripped of time, place or culture specific references, Triantafyllidis's archetypal figures are invested with the symbolic meaning and transcendental import of religious images, recalling the Jesus-cradling Virgins of Italian Renaissance and Byzantine art.

As noted by Professor A. Kotidis who prepared the artist's monograph, "Triantafyllidis's *Mother and Child* is akin in spirit to Galanis's *Motherhood* [Bonhams, Greek Sale, 13.12.07, lot 78], painted in Paris c.1920 at about the time Picasso treated the same subject in a neoclassical style. [Compare P. Picasso, *Mother and Child*, 1921]. Triantafyllidis's art relies on light much more than that of the other two. What he actually does is he designs the figures and then blots out the brush trail by gently wiping a cloth over the paint to create a different impression: that of light-saturated motifs, of forms acquiring shape in a non-specific, transcendental inner space, enabling the viewer to perceive them as personal experiences."¹

Moreover, the evocative silence and the featureless faces—a surviving symbolist trait also found in the work of Degas and the Nabis—charge the picture with additional psychological overtones, moving it beyond the genre and impressionistic traditions towards German expressionism, which Triantafyllidis had been exposed to during his studies in Munich.

¹ A. Kotidis, *Triantafyllidis, another "Thirties" in Painting*, University Studio Press, Thessaloniki, 2002, pp. 237-240.







16

15^{AR}

DIMITRIOS GALANIS (1880-1966)

Still life with book

signed and dated 'D.Galanis/1919' (lower right)

oil on panel

62 x 50 cm.

£12,000 - 18,000

€13,000 - 20,000

16^{AR}

THEOFRASTOS TRIANTAFYLLIDIS (1881-1955)

The artist

signed in Greek (lower right)

oil on cardboard

30 x 21 cm.

£7,000 - 10,000

€7,900 - 11,000

Literature

Antonis Kotidis, *Triantafyllidis*, University Studio Press, Thessaloniki 2002, no. 170.

Provenance

Memas Kalogeratos, Athens.

Acquired from the above in 1986.

The Greek sale, Bonhams, 24 May 2005, lot 106.

Acquired from the above sale by the present owner.

Triantafyllides worked in a wide range of styles. In the present painting, he has created a sense of intimacy as the woman is captured in an attitude of having been suddenly interrupted and distracted from her painting, suggesting a private dialogue with the viewer. The artist has not isolated the woman in her studio but has depicted her in an open landscape, an element that adds to the visual interest of the work.





17* AR

CONSTANTINOS PARTHENIS (1878-1967)

Landscape

signed and dated 'C.Parthenis 99' (lower left)

oil on board

45.3 x 75 cm.

£30,000 - 50,000

€34,000 - 56,000

Painted in 1899.

Provenance

Private collection, Switzerland.

This atmospheric landscape view was painted—and later purchased—in Vienna where Parthenis resided from 1896 to 1903. In the capital of the Austro-Hungarian Empire, the artist had the chance to live in an important centre of European modernism and become familiar with the Viennese *Jugendstil*. Here, the poetic atmosphere, subtle colour harmonies, absence of human figures and solemn remoteness underscoring the landscape's eternal nature, leave no doubt that Parthenis was akin to such pivotal exponents of the Viennese School as Egon Schiele, whose dominant themes of loneliness and the sense of being forsaken, often found unequivocal expression in his depiction of barren trees symbolising the human predicament.

As noted by Zacharias Papantoniou, the great scholar and Director of the National Gallery in Athens (1918-1940), "Parthenis is not a painter who depicts nature. He is a painter who *interprets* nature. He uses it to express his moral world. He influences it. He recomposes it. He shapes it. He imposes his feelings on nature."¹ As the artist himself declared: "Nature inspires me. I use it as an element of my art. It's not the one that is in control. The world around us is our palette, through which we will convey our emotions, our thoughts."²

¹. Z. Papantoniou, *Valkanikos Tahydromos* daily, 11.5.1920

². E. Fertis, "C. Parthenis, the Master" [in Greek], *Zygos* magazine, no. 11-12, September-October 1956, p. 26



18^{AR}

SPYROS VASSILIOU (1902-1984)

Fishing nets and caiques
signed in Greek and dated '51' (middle right)
egg tempera on hardboard
80 x 116 cm.

£10,000 - 15,000

€11,000 - 17,000

Literature

Atelier Spyros Vassiliou, *A guide to the Museum*, (illustrated).

This work is accompanied by a certificate of authenticity from the
Atelier Spyros Vassiliou



19^{AR}

SPYROS VASSILIOU (1902-1984)

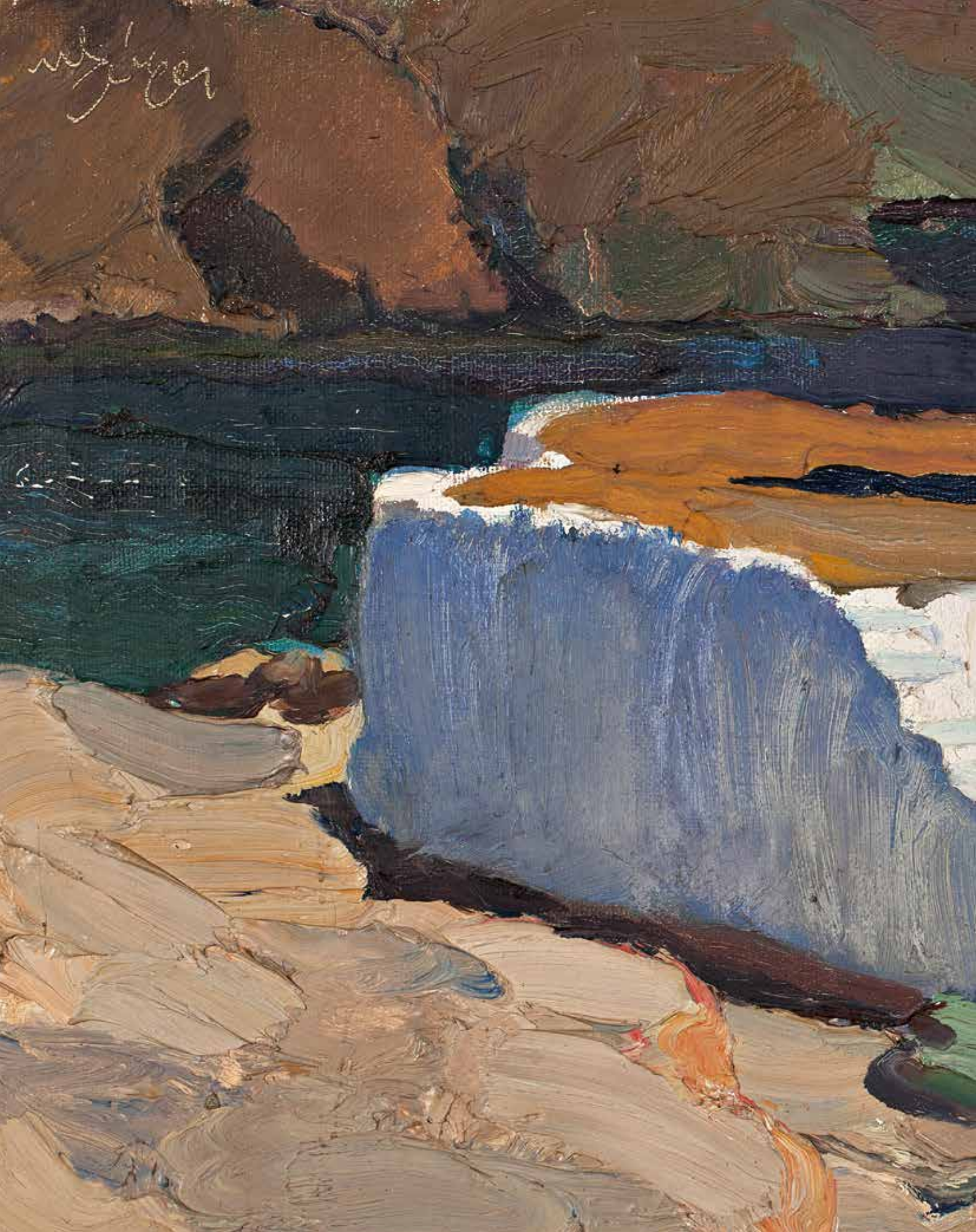
Neoclassical building with statues and sailing boat
signed in Greek and dated '72' (lower right)

oil on canvas

60 x 81 cm.

£6,000 - 8,000

€6,700 - 9,000



W. J. Jones



NIKOLAOS LYTRAS (1883-1927)*St. Markos Church, Tinos island*

signed in Greek (upper left)

oil on canvas

54 x 73 cm.

£50,000 - 70,000**€56,000 - 79,000****Provenance**

Georgios Stringos collection, Piraeus.

Private collection, Athens.

ExhibitedAthens, Zappeion Hall, *Panhellenic Art Exhibition of the Greek Artists Association*, 1926, no. 126.Athens, Zappeion Hall, *Exhibition of Works by Nikolaos N. Lytras 1902-1927*, 1929, no. 67 or 78 (listed and illustrated in the exhibition catalogue, pp. 5, 12).Venice, *XIV Biennale Internazionale d'Arte*, 1936, Greek Pavillion, no. 102 (listed in the general exhibition catalogue, p. 283) (possibly).**Literature***Pysos Encyclopaedia*, Athens 1926, vol. 16, p. 378, (referred).*Eleftheroudakis Encyclopaedic Dictionary*, Athens 1927, vol. 5, p. 382 (illustrated).

Eleftheron Vima daily, 18.4.1929 (discussed).

Clipping of newspaper art review signed 'Fil', c.1929, Nikolaos Lytras file, Athens National Gallery Archive (discussed).

Newspaper clipping, c.1930s (illustrated).

Domi Encyclopaedia, Athens 1970, vol. 9, p. 450 (listed).T. Spiteris, *Three Centuries of Modern Greek Art 1660-1967*, Athens 1979, vol. 3, p. 166 (listed).H.G. Gotsi, *The Painter Nikos Lytras 1883-1927* (graduate thesis), Thessaloniki 1992, p. 55 (discussed), no. 47 (illustrated).A. Kouria, D. Portolos, *Nikos Lytras, Building Form with Colour and Light*, exhibition catalogue, National Gallery - A. Soutzos Museum & Hellenic Literary and Historical Archive, Athens 2008, no. 106, pp. 116-117 (discussed), p. 302 (listed), pp. 116, 150 (illustrated).

Reviewing Lytras's major posthumous retrospective in 1929, writer and critic Zacharias Papantoniou noted: "I believe that the dark tone Lytras used as a backdrop for the dazzling whiteness of St. Markos church is unique among all orientalist,"¹ while author, poet and critic I.M. Panayotopoulos ranked *St. Markos church, Tinos* among the painter's best works.²

In the summer of 1923 Lytras visited Tinos, the native island of his father, the great 19th c. painter Nikiforos Lytras. The island's intricate shoreline became a source of inspiration for the artist, who produced a number of exquisite landscapes. "His fatherland, with its sparse, jagged terrain and sculptural quality of both its natural environment and traditional Cycladic architecture, offered Lytras many pictorial challenges inspired by the stark juxtapositions that engender powerful visual impressions. It should be noted that in all of his Tinos paintings, Lytras consistently avoids general or panoramic views of the island's village complexes. Usually, only some scattered houses, identified by their solid, cubelike volumes, are juxtaposed with the wavy lines and flowing rhythms of the natural environment. His search for such powerfully expressive juxtapositions possibly gave birth to his two pictures of the St. Markos church,³ both included in the painter's 1929 retrospective."⁴ However, only the one offered in the upcoming sale was illustrated in the exhibition catalogue—one of just six illustrations (out of 286 works) included.

Like a freshly painted caique ready to sail the cobalt blue sea, the dazzling church captures the power, brilliance and mythical allure of the Cycladic archipelago, while demonstrating Lytras's interpretative approach to nature. Energetic brushwork, vibrant form and textured surface support the liberation of properties intrinsic to his medium, asserting the freedom of the artist's pictorial gesture.

¹. Eleftheron Vima daily, 18.4.1929.

². I.M.P(anayotopoulos), *Pysos Encyclopaedia* [in Greek], Athens 1926, vol. 16, p. 378.

³. The other painting with the same title, which shows a lot of similarities, including almost the same vantage point and overall handling of form, was auctioned by Bonhams (Greek Sale, 18.5.2010, lot 23).

⁴. A. Kouria, D. Portolos, *Nikos Lytras, Building Form with Colour and Light* [in Greek], National Gallery-A. Soutzos Museum & Hellenic Literary and Historical Archive, Athens 2008, pp. 115-117.



21

CONSTANTINOS MALEAS (1879-1928)

Mosque

signed in Greek (lower right)

oil in cardboard

19 x 31.5 cm.

£15,000 - 20,000

€17,000 - 22,000

Painted c.1910.

Provenance

D. Staikos collection, Athens.

D. Logothetis collection, Athens.

Private collection, Athens.

Exhibited:

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

Athens, Zappeion Hall, *Major Exhibition of Paintings by Const. Maleas*,
December 9, 1928 - February 9, 1929.

Athens, National Gallery - A. Soutzos Museum, *Constantinos Maleas*,
May-July 1980, no. 27 (listed in the exhibition catalogue, p. 42).

Literature:

A. Kotidis, *The Painter C. Maleas (1879-1928)*, doctoral dissertation,
Thessaloniki 1982, no. 23, p. 56 (referred), p. 240 (catalogued), fig.
2.11, p. 56 (illustrated).

A. Kotidis, *Constantinos Maleas (1879-1928)*, Adam editions, Athens
2000, p. 54 (referred), p. 324 (catalogued).

In 1908, Maleas embarked on an artistic pilgrimage to the Near East in quest of the land's unique character and alluring atmosphere. In December of 1910 he had his first solo exhibition in Constantinople with works completed during his travel, including *Mosque*.

Although the elusive and mysterious nature of this patriarchal land deeply fascinated him, the painter conveyed his emotional responses without resorting to the picturesque, relying instead on purely pictorial means. He focused on texture, emphasizing the material substance and plastic properties of paint, and handled form with sweeping and curvilinear brushstrokes, creating a sense of energy and movement. Here, the Orient is entrusted to the truth of vision and rendered through the eyes of a dedicated modern painter, like Matisse, Macke or Klee who also traveled to the Near East roughly the same time as Maleas, challenging the academic doctrines and infusing landscape painting with new life.







22^{AR}

POLYKLEITOS RENGOS (1903-1984)

Aghia Kyriaki Church, Mykonos
signed and dated '1957' (lower right)
egg tempera on hardboard
61 x 61 cm.

£5,000 - 7,000

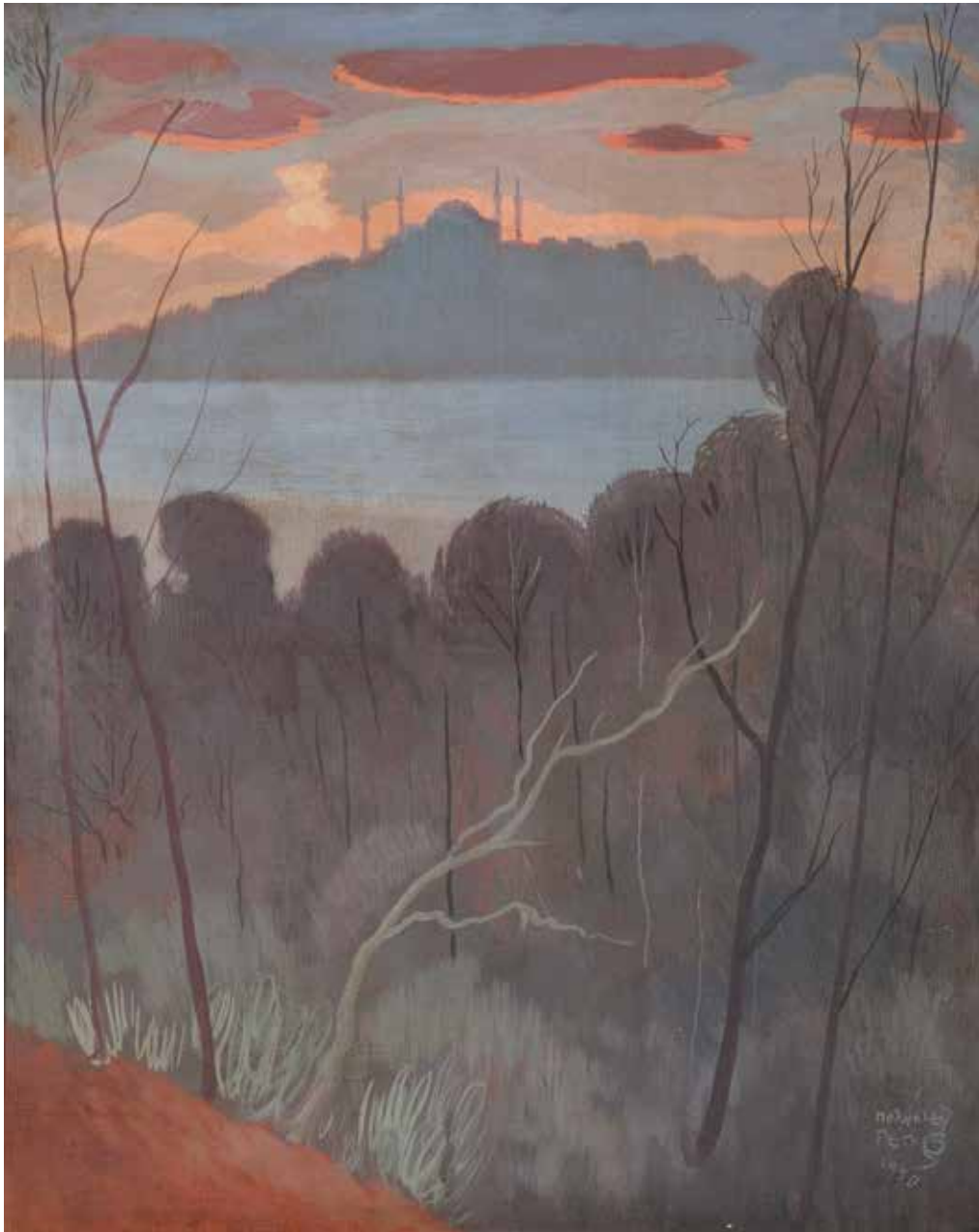
€5,600 - 7,900

Exhibited

Athens, Zygos Gallery, *Polykleitos Rengos*, May - June 1958, no. 23.
Athens, National Gallery - A. Soutzos Museum, *Polykleitos Rengos*,
September 15 - October 19, 1980, no. 85 (listed in the exhibition
catalogue, p. 42).

Literature

Portraits by Polykleitos Rengos, exhibition catalogue, 27th Dimitria
- Thessaloniki Municipal Gallery, 1992, p. 26 (partially shown in a
photograph from Rengos's 1958 one man show at the Zygos Gallery.
Reprinted in K. Perpinioti Agazir, P. Rengos, *Polykleitos Rengos*, Ianos
editions, Thessaloniki 2016, no. 46, p. 275).



23^{AR}

POLYKLEITOS RENGOS (1903-1984)

Sunset over Aghia Sophia viewed from Yildiz Palace, Istanbul
signed in Greek and dated '1950' (lower right)
oil on canvas
78 x 64 cm.

£8,000 - 12,000
€9,000 - 13,000

Exhibited

Thessaloniki, Hall of the Chamber of Commerce and industry, *Stathmi, Exhibition of Painting, Sculpture and Engraving*, March 5-23, 1951 (listed in the exhibition catalogue, no. 74).
Thessaloniki, Hall of the Chamber of Commerce and industry, *Engravings by D. Galanis - Paintings by Pol. Rengos*, June 1956.

Literature

Nea Alitheia daily, Thessaloniki, 30.3.1951 (illustrated).
K. Perpinioti Agazir, P. Rengos, *Polykleitos Rengos*, Ianos editions, Thessaloniki 2016, pp. 78-79 (discussed), p. 212 (illustrated).

“This painting from Rengos’s Istanbul output is a distant view of the church of Aghia Sophia and its environs captured in subtle, sensitive tones and harmonious colour contrasts. Its emblematic dome and four minarets are vaguely outlined in the distance under the iridescent sunset sky through a break in the dense hillside foliage surrounding the Yildiz Palace, across the calm waters of the Bosphorus strait. It is an emotionally charged image that masterfully evokes a sense of nostalgia for this “familiar” monument and symbol.”¹

¹. K. Perpinioti Agazir, “Polykleitos Rengos (1903-1984), his Life and Work” in *Polykleitos Rengos*, Ianos editions, Thessaloniki 2016, pp. 78-79.

24^{AR}

MICHALIS ECONOMOU (1888-1933)

Vielle maison des pêcheurs près de l'eau, Martigues
signed M. Economou (lower left)
oil on canvas
29 x 47 cm.

£20,000 - 30,000

€22,000 - 34,000

Painted in 1912.

Provenance

Galerie Marcel Bernheim, Paris, 1912.
Athanas Vitsori collection, Athens, acquired from the above in 1913.
Acquired from the above in 1992 by the present owner.

Exhibited

Paris, Marcel Bernheim Gallery, *Exposition des Oeuvres du Peintre Grec Michel Economou*, September 20 - October 20, 1913, no. 4.

Recently discovered in a private collection in Athens, this exquisite painting, included in Economou's first solo exhibition in Paris in 1913, is a true find and an important addition to the artist's oeuvre. During his twenty-year stay in Paris, Economou travelled extensively throughout the south of France, especially the area around Martigues,¹ depicting weathered seaside structures articulated with a sense of sculptural stability and permanence. Reviewing the artist's 1913 Paris show, art critic A. Salmon noted: "Michel Economou is a landscape painter of great value."²

Here, rendered in glowing, highly textured curvilinear forms, a humble dwelling with a red tent, strongly reminiscent of the painter's famous Dreaming house in the collection of the Averoff Museum in Metsovo, is delightfully reflected on shallow still waters—a favourite and recurrent symmetrical motif throughout Economou's career—becoming a lyrical image of subjective truth, while the human presence seems to partake in the poetry of the scene. As noted by art historian A. Kouria, "Economou's intention was not to capture the world of appearances with descriptive accuracy but, rather, to transcend external reality in formulating a personal artistic vision."³

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

². A. Salmon, "Paysages de Grece: a Propos de L'Exposition des Oeuvres du Peintre Grec Michel Economou", *Graecia* magazine, no. 37, November 1913, pp. 323-325.

³. A. Kouria, *Michalis Economou*, Adam editions, Athens 2001, p. 33.









25^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Houses in Hydra
signed 'Ghika' (lower right)
oil on panel
39.5 x 58 cm.

£20,000 - 30,000

€22,000 - 34,000

Painted c.1941-1942.

Provenance

Acquired from 'Trito Mati' Gallery in 1977 by the present owner.

Literature

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, no. 115, p. 279 (illustrated).

This blissful view of Hydra's landscape with its characteristic red-roof houses, sloping terrain, jagged stone walls and insular flora shows the small inlet of Kamini, above which the Ghika family's imposing mansion was perched. The artist's mother, Helen Ghika, came from a prominent Hydriot family that distinguished itself during the Greek War of Independence. In 1936, Ghika started renovating the family house and from 1937 to 1961, when it was completely destroyed in a fire, he often took refuge there, to work and vacation, hosting distinguished guests including Henri Cartier-Bresson and Walter Gropius. As noted by writer E. Fenton in 1948, "one of the largest houses on Hydra, and certainly one of the handsomest, belongs to the painter Hadjikyriakos-Ghika. From many of its terraces there is a superb view of the mainland opposite, and of the roofs of the village below."¹

The unspoiled charm of Hydra's traditional architecture and the subtle buoyancy of its well-balanced lines, empowered Ghika to open a fruitful dialogue with his native land. As noted by the British poet Stephen Spender "when it comes to his paintings of Hydra, Ghika is simply the best modern painter of Greece, and it is difficult to think of any past painter to compare with him."² "In the 1940s, Ghika devoted himself to the examination of objectivity. This he did with the controlled though passionate lyricism which is characteristic of him. In his own particular way he tries to seek out the secret, plastic life that inhabits every object. But Ghika is a man of prudence. There is in his work a classical proportion, which might make it disagreeably severe if the artist's hand were not guided by one invaluable element in his nature: that of elegance. He looks at the objectiveness of the world with the amazement of a child who sees everything for first time."³

¹ E. Fenton, "White Islands of the Aegean", *Town and Country* magazine, July 1948, p. 95, as cited in *Ghika - Craxton - Leigh Fermor, Charmed Lives in Greece* (exhibition catalogue), A.G. Leventis Gallery, Nicosia 2017, p. 53.

² S. Spencer, "Ghika" in *Ghika, Paintings, Drawings, Sculpture*, C. Zervos, S. Spender, P.L. Fermor ed., Boston Book and Art Shop, Boston 1965, p. 22.

³ M. Raynal, preface to the catalogue of the *First Exhibition in England of Paintings and Sculpture by Ghika*, The Leicester Galleries, London 1953.

26^{AR}

AGENOR ASTERIADIS (1898-1977)

Girls at the fountain
signed in Greek and dated '939' (lower right)
oil on canvas
123 x 105.5 cm.

£15,000 - 20,000

€17,000 - 22,000

Painted in 1939.

Exhibited

Athens, Zappeion Hall, *Panhellenic Art Exhibition*, March-April 1940, no. 9 (listed in the exhibition catalogue, p. 9).
Venice, *XXII Esposizione Biennale Internazionale d'Arte*, March-April 1940, Greek Pavillion, no. 2 (listed in the exhibition catalogue, p. 256).
Athens, Benaki Museum, *Agenor Asteriadis 1898-1977*, September 22 - November 2011, no. 50 (illustrated in the exhibition catalogue, p. 143).

Literature

Poiitiki Techni magazine, no. 16, October 1, 1940, p. 202.
E. Matthiopoulos, *Greece's Participation in the Venice Biennale, 1943-1940*, doctoral dissertation, University of Crete, Rethymno 1996, vol. 3, p. 947, no. 2.
Agenor Asteriadis, Painting-Engraving, City of Athens Cultural Organization edition, Athens 1998, no. 54, p. 88 (illustrated).





27^{AR}

YIANNIS TSAROUCHIS (1910-1989)

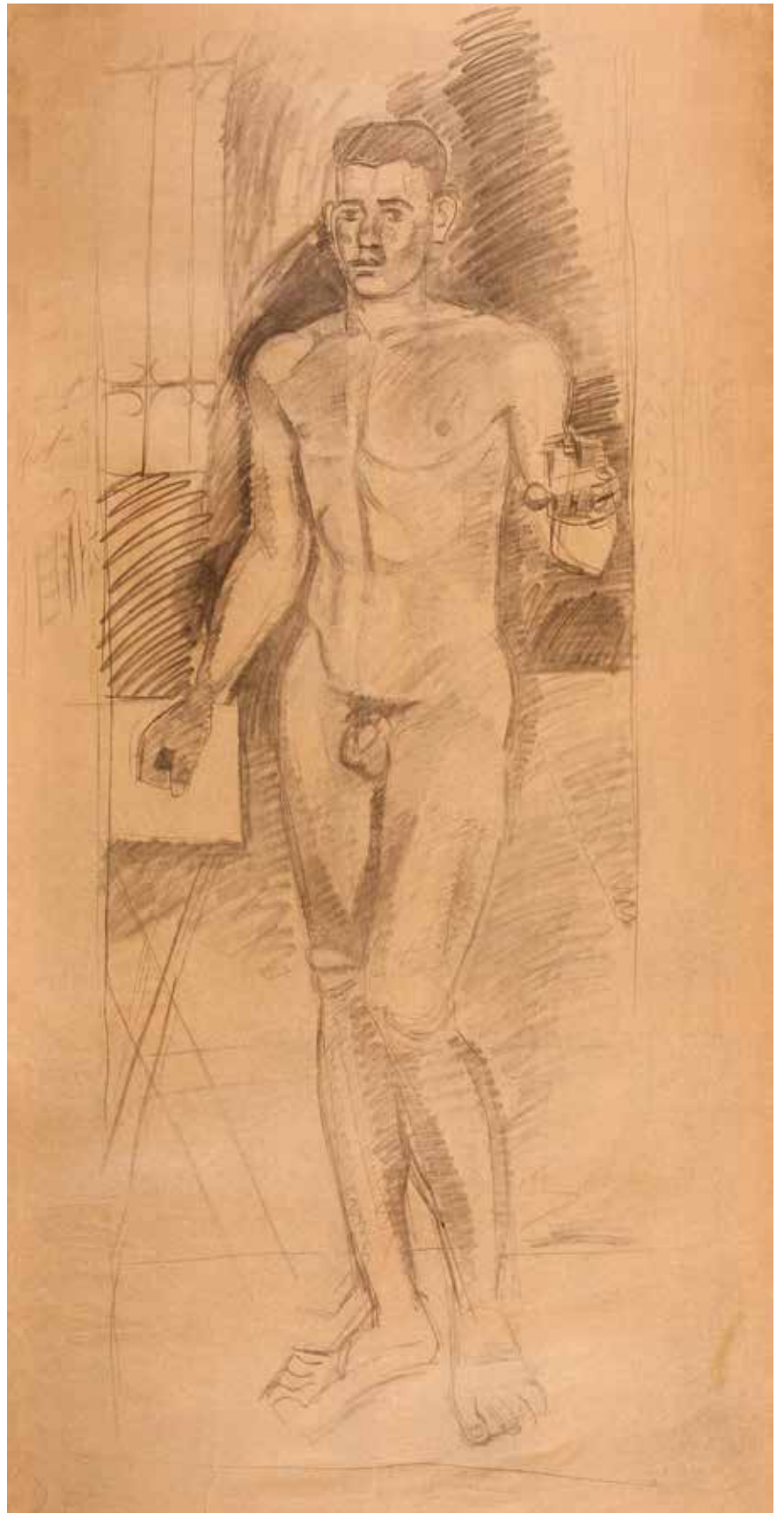
Young man with bandage
charcoal on paper laid on canvas
195.5 x 99.5 cm.

£20,000 - 25,000

€22,000 - 28,000

Provenance

Acquired from Vlassis Caniaris by the current owner.



28^{AR}

YIANNIS TSAROUCHEIS (1910-1989)

Young Man holding a glass
indistinctly signed in Greek (middle left)
charcoal on paper laid on canvas
195.5 x 99.5 cm.

£20,000 - 25,000

€22,000 - 28,000

Provenance

Acquired from Vlassis Caniaris by the current owner.

29^{AR}

YIANNIS TSAROUCHEIS (1910-1989)

Irises

signed and dated '66' (upper right)

oil on canvas

66 x 56 cm.

£25,000 - 35,000

€28,000 - 39,000

Provenance

Merlin Gallery, Athens.

Acquired from the above gallery by the present owner.

Exhibited

Athens, Merlin Gallery, *Tsarouchis*, March 22 - April 13, 1966, no. 8 (listed in the exhibition catalogue).

Whether I paint men or flowers,

I must reveal the divine spirit that lies within them.

Yannis Tsarouchis

A serene still life of captivating minimalism painted with a remarkable radiance of iridescent and sensitive colours, *Irises* is akin to the pictorial world of folk art and reminiscent of the powerful immediacy

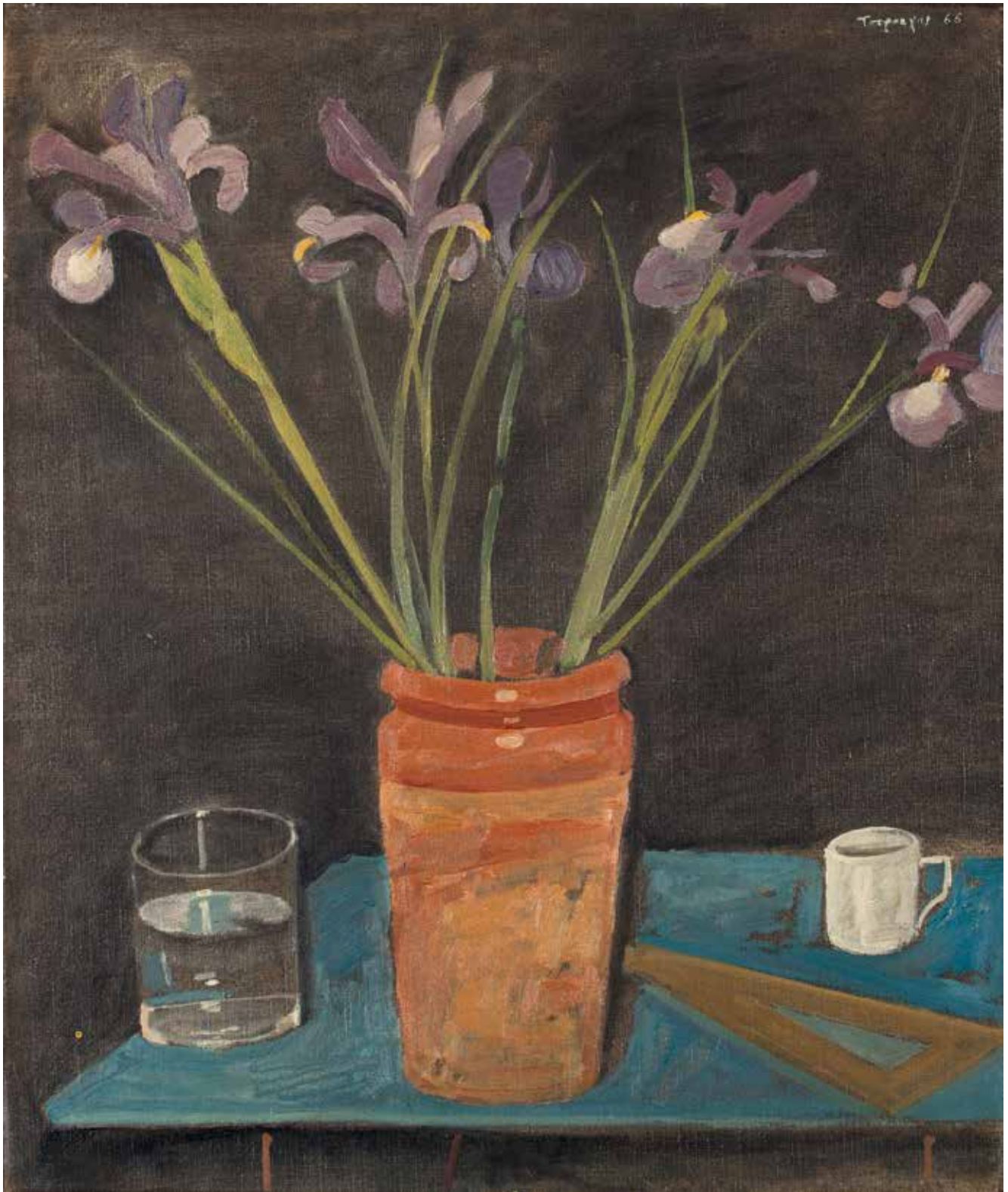
and disarming sincerity of Theofilos's paintings. The stylised arrangement of the flowers and the flat monochromatic background, against which the fine contours of the petals and the shining part of the clay pot are highlighted, are also drawn from popular iconography types and Byzantine representational conventions.

Reviewing the artist's 1966 Athens show which included *Irises*, the painter and art critic D. Antonakatoú noted: "Yannis Tsarouchis at the Merlin Gallery offers proof of the influence of tradition on the work of Greek painters. This blending of ancient, Byzantine and modern Greece has permeated Greek painting for the past 25 years, until it was recently overshadowed by the invasion of foreign influences. All of Tsarouchis's favourite subjects—streets, cafes, neoclassical houses, self-portraits and flowers—were on view at this exhibition."¹

As noted by art critic A. Schina, "Tsarouchis was not really interested in the descriptive rendering of luxuriant floral arrangements. His flowers are not meant to be flamboyant and decorative. On the contrary, they reflect everyday reality, alluding, with their different colours, fragrances, textures and sense of freshness, to warm human bodies and friendly gazes, while conveying something from the period's zeitgeist."²

¹ D. Antonakatoú, "Recent Exhibitions in Athens", *Architektoniki* magazine, no. 57, May-June 1966, p. 70.

² A. Schina, "Flowers and Foliage in the Paintings of Yannis Tsarouchis."



30^{AR}

SPYROS VASSILIOU (1902-1984)

Rooftop in Athens

signed in Greek and dated '1-3.1.83' (lower centre)

oil on canvas

65 x 91.5 cm.

£15,000 - 20,000

€17,000 - 22,000

Exhibited

Athens, Municipal Gallery, *Athens by Spyros Vassiliou*, December 13, 1995 - January 30, 1996 (illustrated in the exhibition catalogue).

Athens, Martinos Gallery, *Spyros Vassiliou, Loved Ones*, May 2003 (illustrated in the exhibition catalogue, no. 41).

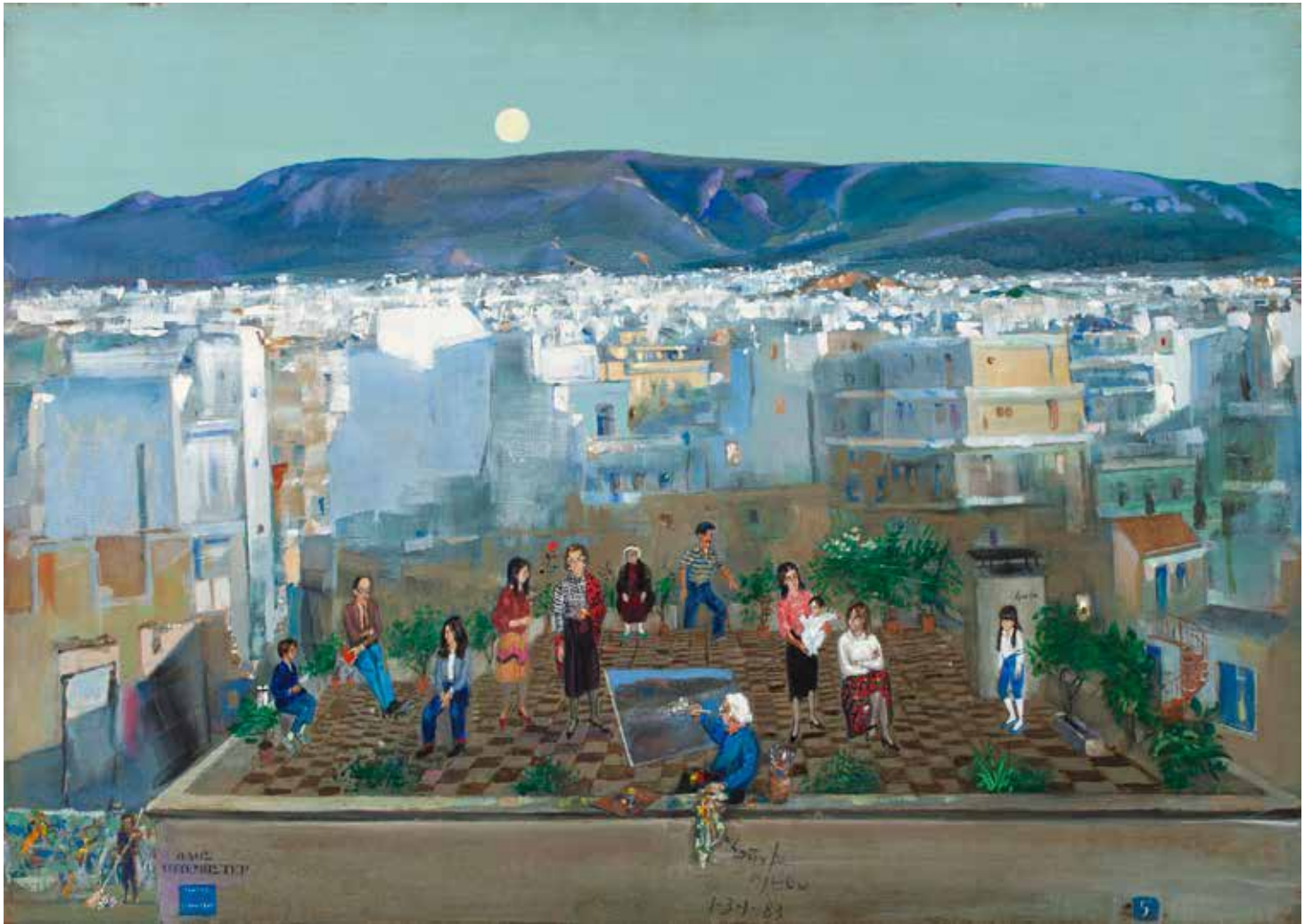
Athens, *Routes in Athens*, Foundation of the Hellenic World, October 2014.

Athens, Atelier Spyros Vassiliou, *Exhibition of Paintings by Spyros Vassiliou*, March-April 2015 (illustrated in the museum guide, p. 48).

Literature

Athens by Painters, Epta Imeres - Kathimerini weekly magazine, 6.6.2004, p. 13 (illustrated).

I.Orati, *Spyros Vassiliou, Landscape Artist*, Ta Nea editions - Contemporary Greek Artists series, Athens 2009, p. 94 (referred), p. 95 (illustrated).



31^{AR}

NIKOS ENGONOPOULOS (1910-1985)

Détails du mécanisme d'un réveil national
signed 'N.Engonopoulos' (lower right)
oil on canvas
120 x 100 cm.

£100,000 - 150,000

€110,000 - 170,000

Painted in 1939.

Provenance

Andreas Embirikos collection, Athens.

Private collection, Athens.

Exhibited

Athens, National Gallery - Alexandros Soutzos Museum, *Nikos Engonopoulos*, April 3-15, 1983, no. 9 (listed in the exhibition catalogue).

Literature

Tetradio Magazine, no. 3, December 1945, p. 42 (referred), p. 48 (discussed), p. 48c (illustrated).

A.Xydis, *Proposals for the History of Modern Greek Art*, Olkos editions, Athens 1976, vo. 1, p. 152 (referred), p. 160 (discussed), p. 157 (illustrated, no. 33).

K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no. 253, p. 249 (illustrated), p. 417 (catalogued, discussed and illustrated).

N. Chaini, *The Painting of Nikos Engonopoulos*, doctoral dissertation, National Technical University of Athens, 2007, no. 186, pp. 474 (discussed), p. 475 (illustrated).

One of the most important surrealist paintings ever to surface in the Greek auction market, this emblematic Engonopoulos is a fine example of the artist's fervently sought after pre-war paintings and Greek Revolution subjects. As noted by Professor S. Rozanis, "for him, the 1821 uprising was a celebration, a feast, an outburst, like nature's explosion in early spring."¹

Using cross-temporal iconographic leaps that were common during the Byzantine and Post-Byzantine eras in both miniature manuscripts and narthex decoration,² Engonopoulos transports the viewer from ancient to modern times, staging in front of a drawn curtain³ a dream-like scene from the treasure trove of Greek history. The peaceful coexistence of ancient past (exemplified by the foreground statue, the helmeted warrior, the ionic column and the background temple⁴), recent history (illustrated by the killed warrior of the Greek War of Independence) and modern reality (captured in such apt details as the hanging ceiling lamp⁵ and the wig stand in the extreme foreground) sets forth the main aesthetic and ideological preoccupations of the 1930s generation and faithfully reflects the artist's attitude towards painting, both as a long and rich tradition to draw from, as well as an ideal vehicle to probe into the inner world of Greekness.

Discussing the painting, art critic A. Xydis noted: "In this work, Engonopoulos has included in his own signature style some of the elements that constitute the 'mechanism' of a nation's uprising. On the left, a killed, sword-bearing warrior holding an axe (alluding to Kolokotronis?). His overcoat blue, his head ancient-statue like, his hand resting on an ancient marble torso. Behind him the phantom of an opportunist admiral (Cochran?) in his red frock coat tunic, golden epaulets and black fedora. On the right, sitting on a green couch, a nude female figure wearing a Hydriot head scarf. Behind them, an ancient Greek hoplites-bodyguard and in the distance a temple and the Acropolis. In the right foreground, a turbaned blood-red head possibly alluding to beheaded Turks."⁶

This persistence on indigenous cultural experiences combined with a deep sense for the historical past clearly indicates that "while European surrealists used an irrational vocabulary to break free from the shackles of traditional conventions, Engonopoulos perceived tradition as a 'connecting link' that would restore cultural continuity."⁷ As noted by Athens National Gallery Director M. Lambraki-Plaka, "his figures may draw their origin from Giorgio de Chirico but they are unmistakably Greek, reminiscent of the Minoans immortalized 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."⁸ Moreover, as noted by N. Loizidi, an expert on surrealism, Engonopoulos's mannequins are not generic androgynous figures like de Chirico's, but persons with clearly defined gender characteristics. Women, like the nude beauty resting on the green sofa, are represented with voluptuous curves and daringly rendered nipples.⁹ Likewise, Professor D. Papastamos notes that "Engonopoulos's heroes are not 'disquieted'; on the contrary they fully experience an everyday reality still bound with tradition and eastern myths."¹⁰

¹. As quoted in "This is how Engonopoulos Saw 1821"[in Greek], O Kosmos tou Ependyti newspaper, 21.3.1999.

². See D. Vlachodimos, *Reading the Past in Engonopoulos* [in Greek], Indiktos publ., Athens 2006, p. 228.

³. "Engonopoulos's drawn curtains reveal things and introduces them to us." E. Benisi, *Nikos Engonopoulos and Cityscapes* [in Greek], doctoral dissertation, University of Athens, 2006, p. 162.

⁴. An allusion to the famous representations of the Parthenon by his beloved teacher C. Parthenis. See Benisi, p. 237.

⁵. The lamp is a distinct and recurring theme in Engonopoulos's work with symbolic overtones. Compare *Hora Ruit*, 1939, and *Orphée*, 1963 (Bonhams, Greek Sale 26.4.2016, lot 43).

⁶. A. Xydis, "Nikos Engonopoulos, a Greek Surrealist Painter" [in Greek], Tetradio Magazine, no. 3, December 1945, p. 48, reprinted in A. Xydis, *Proposals for the History of Modern Greek Art* [in Greek], Olkos editions, Athens 1976, vo. 1, p. 160. See also N. Chaini, *The Painting of Nikos Engonopoulos* [in Greek], doctoral dissertation, National Technical University of Athens, 2007, p. 474.

⁷. N. Loizidi, "The Indigenous Surrealism of Nikos Engonopoulos" [in Greek], To Vima daily - Nees Epoches, 21.10.2007, p. A57.

⁸. M. Lambraki-Plaka "The Timeless Pantheon of Nikos Engonopoulos" [in Greek], Filologiki quarterly, no. 101, October-November-December 2007, p. 9.

⁹. N. Loizidi, "Regarding Jef, Midnight's Great Automaton" [in Greek] in *Location: Engonopoulos*, exhibition catalogue, Macedonian Museum of Contemporary Art, Thessaloniki 2007, p.11.

¹⁰. D. Papastamos, preface to the *Nikos Engonopoulos* retrospective exhibition catalogue [in Greek], National Gallery - A. Soutzos Museum, Athens 1983, p. 8.





32^{AR}

YIANNIS TSAROUCHEIS (1910-1989)

Young man with cigarette laying in bed
signed in Greek (lower left)
tempera on paper
17.5 x 30 cm.

£6,000 - 8,000
€6,700 - 9,000

33^{AR}

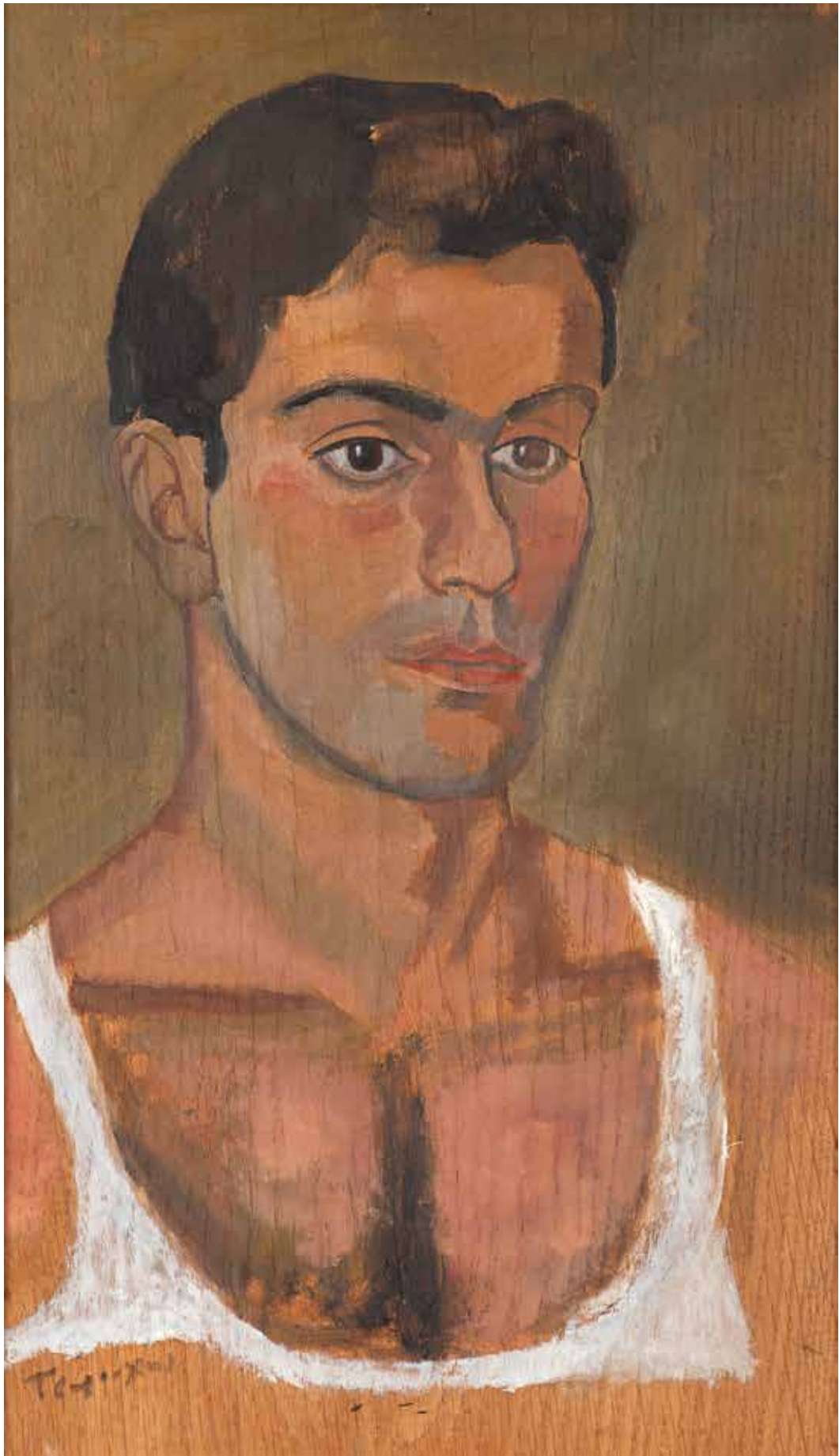
YIANNIS TSAROUCHEIS (1910-1989)

Young man with white vest
signed in Greek (lower left)
oil on panel
49.5 x 29 cm.

£15,000 - 20,000
€17,000 - 22,000

Provenance

Private collection, Athens.



34^{AR}

THANOS TSINGOS (1914-1965)

Yellow, red and white flowers on green background
signed 'Tsingos' (lower right)

oil on canvas

95 x 130 cm.

£12,000 - 18,000

€13,000 - 20,000

Provenance

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





35^{AR}

NIKOS KESSANLIS (1930-2004)

Grande fiore

signed and dated 'K.NIKOS 58' (lower left);

signed, titled and inscribed (on the reverse)

oil on canvas

100 x 130 cm.

£8,000 - 12,000

€9,000 - 13,000

Exhibited

Rome, L'Obelisco Galleria d'Arte, 1959. (possibly)

Handled by L'Obelisco, the illustrious Roman gallery, *Grande Fiore* is a beautiful painting of expansive energy, vibrant colour and expressive thrust. Thus, it is a powerful avant-garde work which conveys a sense of joy and wonder and a zest for life, rather than a dark and anxious ambiguity dredged up from the unconscious. With inventive freedom

the artist devised an innovative vocabulary of form transforming fragments of the real and the imaginary into images of everlasting value.

The art critic G.C Argan, who prefaced the 1957 show spoke of the artist's 'barbaric byzantinism'. "There is an element of reciting or dancing in these aggressive paintings; a persistent desire for movement according to some sort of inner rhythm that leaves behind something more than a mere image: the glowing or luminous line of movement."¹ In this exquisite work of floating biomorphic shapes, sparkling colours and curvilinear forms, Kessanlis, an uprooted metic, voluntary wanderer and restless traveller,² aptly demonstrates his restless creativity and inexhaustible metamorphic invention.

¹. G.C. Argan, *Presentazione*, Galleria dell'Obelisco, Rome, 1957 as reprinted in *Nikos Kessanlis*, p.61.

². See M. Lambraki-Plaka, 'Nikos Kessanlis, a Versatile Creator' in *Contemporary Greek Art, Three Generations* (exhibition catalogue.), The Tel Aviv Museum of Art and National Gallery- Alexandros Soutzos Museum, Athens 1998, p. 18.



36^{AR}

NIKOS KESSANLIS (1930-2004)

Notturmo II

signed 'K.NIKOS' (lower right);

titled, numbered and signed 'NOTTURNO II N.55

NIKOS' (on the reverse)

oil on canvas

150 x 75 cm.

£10,000 - 15,000

€11,000 - 17,000

Exhibited

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

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

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

37^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Olive trees in spring, 1980

signed and dated 'Ghika 80' (lower right);

signed, dated and titled 'Ghika 80/spring among olive trees' (on the reverse)

oil on canvas

61 x 81 cm.

£30,000 - 50,000

€34,000 - 56,000

Exhibited

Athens, Zoumboulakis Gallery, *Ghika 1978-1981*, April-May 1981 (illustrated in the exhibition catalogue, p. 26).

Athens, Benaki Museum, *N. Hadjikyriakos Ghika, The Apollonian, the Dionysian 1906-1994*, November 11, 2006 - January 15, 2007 (illustrated twice in the exhibition catalogue, pp. 64d [no. 23], 172 [no. 285]).

Literature

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, no. 500, pp. 245-249 (discussed), p. 312 (illustrated).

Imbued with the breath of the earth, this beautiful light-toned picture of warm ochres and pastel tints speaks of the artist's lifelong fascination with the magic of painting and the miracle of Greek light. Here, he explores the different qualities of light and atmosphere, translating the fleeting impressions of weather and landscape into a free expressive language marked by loose outlines, fluent design and fresh colour. Everything is subject to a transcendental rhythm, steeped in an atmosphere of subtlety and movement. The artist himself said: "Venturing beyond geometric rules you gain something else: more spontaneity and greater freedom."¹

Discussing Ghika's paintings from around 1980, art historian K.C. Valkana noted that "the wild nature of his earlier works is replaced by a verdant and blooming one conveying the joyful atmosphere of spring or summer, like his renowned Cretan gardens from 1950. His *Olive trees in spring* is imbued with a feeling of absolute serenity engendered by the uniform lighting, soft palette, diluted paint and vaguely defined floral forms."²

1. A. Grimani, "Nikos Hadjikyriakos-Ghika, The Clock of Memories" [in Greek], interview by Ghika, *Ena* magazine, no.49, 5.10.1990, pp. 115-118.
2. K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, pp. 245-249.



38^{AR}

PANAGIOTIS TETSIS (1925-2016)

Cycladic landscape with pigeon house
signed in Greek (lower right)

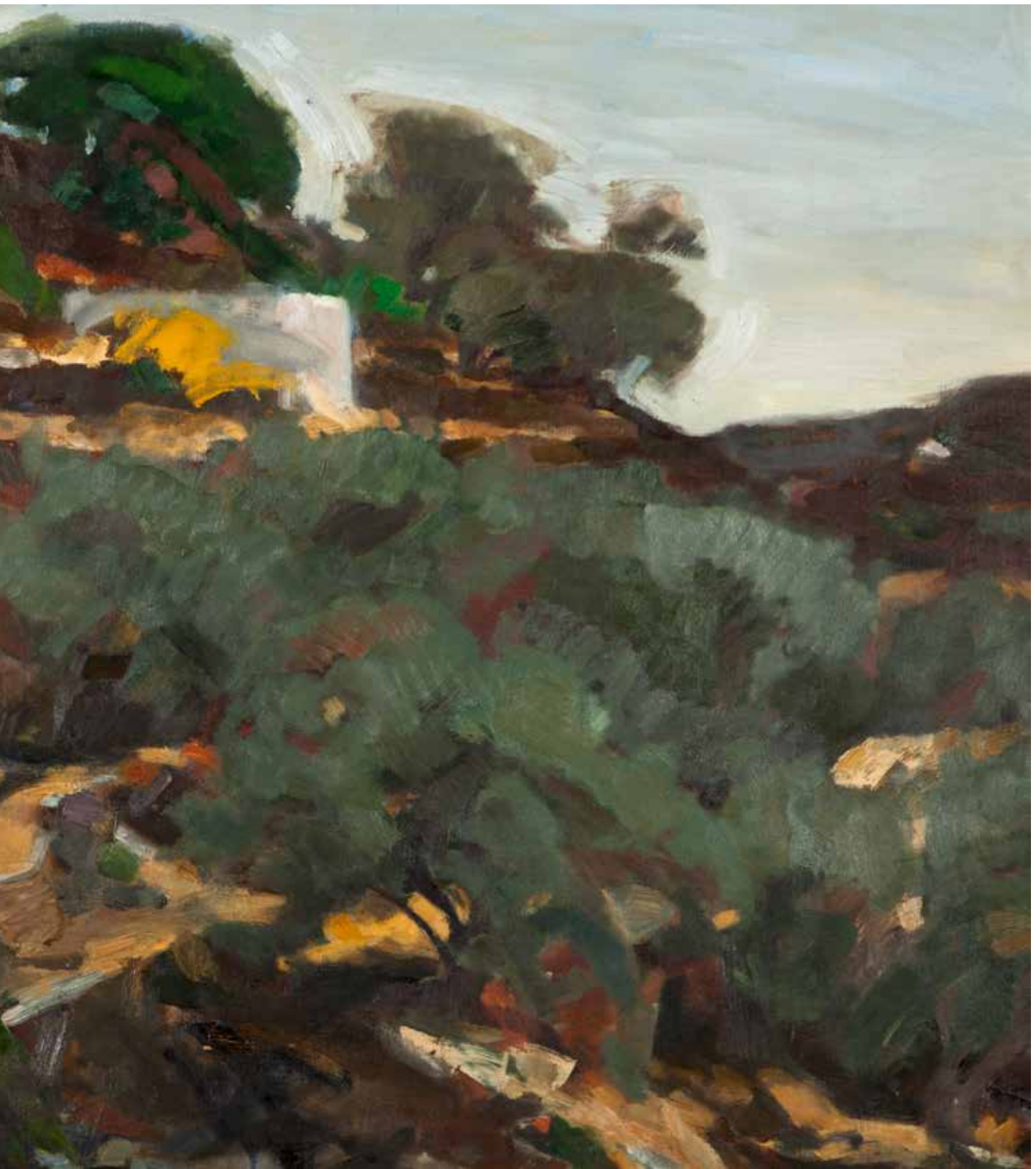
oil on canvas

98 x 137 cm.

£15,000 - 20,000

€17,000 - 22,000







39^{AR}

BOST (CHRYSANTHOS BOSTANTZOGLU)
(1918-1995)

A dramatic encounter between Alexander the Great and the philosopher Diogenes
signed in Greek and dated '62' (lower right)
oil on panel
50 x 90 cm.

£3,000 - 5,000
€3,400 - 5,600

Provenance

Acquired directly from the artist by the present owner.

Drawing from Greek history, mythology and everyday life, Bost imaginatively combined rococo, neoclassical and oriental elements with folk-art representational conventions to articulate a personal approach to the idea of Greekness. Here, he illustrates the meeting of Diogenes of Sinope and Alexander the Great, one of the most famous anecdotes from philosophical history. According to legend, one version of which is provided by Plutarch, the Macedonian king went to see the philosopher and found him in front of a large storage jar he took up residence in. When Alexander greeted him and asked if he needed anything, Diogenes responded, "please stand aside, you are blocking the sun." The great king was so impressed by this frank reply he said "if I were not Alexander, I would be Diogenes."

40^{AR}

ARGYRIS STYLIANIDIS (1909-1998)

Figures
signed with initials and dated '73-3' (lower right)
oil on canvas
91 x 72 cm.

£5,000 - 7,000
€5,600 - 7,900



41^{AR}

ALECOS FASSIANOS (BORN 1935)

Amour d'Été

signed and titled in Greek (upper right)

oil on canvas

105 x 160 cm.

£30,000 - 50,000

€34,000 - 56,000

Painted in 1980.

Provenance

Private collection, Athens.

Exhibited

Athens, Zoumboulakis Gallery, *Fassianos*, November 1983, pp. 20-21 (illustrated).

Athens, National Gallery - Alexandros Soutzos Museum, *Fassianos, Mythologies of Everyday Life*, November 24, 2004 - February 28, 2005, no. 132 (listed and illustrated in the exhibition catalogue, pp. 162, 294).

Literature

P. Cabanne, D.T. Analis, *Fassianos*, Éditions de la Différence, Paris 2003, pp. 319 (listed), 313 (illustrated).

Alecoss Fassianos, Ta Nea - K. Adam editions, Contemporary Greek Artists series, Athens 2007, pp. 24-25 (illustrated).



42^{AR}

ALEXIS AKRITHAKIS (1939-1994)

Niki's portrait, 1972
signed and dated 'Akrihakis 26V72' (lower right)
ink and collage on paper
100 x 70 cm.

£20,000 - 30,000
€22,000 - 34,000

Provenance

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

Exhibited

Thessaloniki, Macedonian Museum of Contemporary Art -
Thessaloniki Cultural Capital of Europe, *Akrihakis, Retrospective
Exhibition*, December 19, 1997 - February 15, 1998 (illustrated in the
exhibition catalogue, p. 66).

Athens, National Gallery - Alexandros Soutzos Museum, *Akrihakis,
Retrospective Exhibition*, May 4 - June 29, 1998 (illustrated in the
exhibition catalogue, p. 66).

Literature

D. Zacharopoulos, *Alexis Akrihakis*, K. Adam editions, Athens 2005, p.
66 (illustrated).
Alexis Akrihakis, Contemporary Greek Artists series, Ta Nea editions,
Athens 2007, p. 46 (illustrated).

An invitation to an enchanting world reshaped anew, this lot is an imaginative portrait of Niki Marangou (1948-2013), a charismatic award-winning Greek Cypriot writer and artist. "We were friends with Alexis. His house in Berlin had an amazing view over the lake. He used to sit at a big table, smoking and painting. *Tsiki-tsiki* he filled the surfaces with a black pen, friends went in and out of the house but he kept doing his thing—the *tsiki-tsiki*."¹

Foreshadowing the graffiti-inspired art of Keith Haring, Niki's portrait is made in Akrihakis's famous and highly personal *tsiki-tsiki* technique—a name used to describe the sound of pen or charcoal on paper, as he drew his curly scribbles.² Inspired by surrealism's automatic gestures, it reflects the importance of writing throughout his career. "In painting, words are redundant; in poetry, drawings are redundant; yet you design a poem, you write a painting," the artist himself once noted.

¹. N. Marangou, *A night with Alexis*, To Rodakio editions, Athens 2007.

². See R. Wiegenstein, "Einige Überlegungen zu Alexis Akrihakis" in *Alexis Akrihakis* (exhibition catalogue), Neue Nationalgalerie, Berlin 2003, p. 31.





43^{AR}

ALECOS FASSIANOS (BORN 1935)

Fish on the room
signed in Greek (upper right)
acrylic on panel
78 x 50.5 cm.

£5,000 - 7,000
€5,600 - 7,900



44^{AR}

THANOS TSINGOS (1914-1965)

Boats

signed 'Tsingos' (lower right)

oil on canvas

92 x 73 cm.

£5,000 - 7,000

€5,600 - 7,900

Provenance

Charles Goldsmith.

The Hirshhorn Museum and Sculpture Garden collection,
Washington DC.

Clars Auction Gallery, Fine Art, Asian, Estate and Antique Auction,
November 14, 2015, lot 6327.

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.



45^{AR}

DIMITRIS MYTARAS (1934-2017)

Figures

signed in Greek (lower left)

oil on canvas

100 x 70.6 cm.

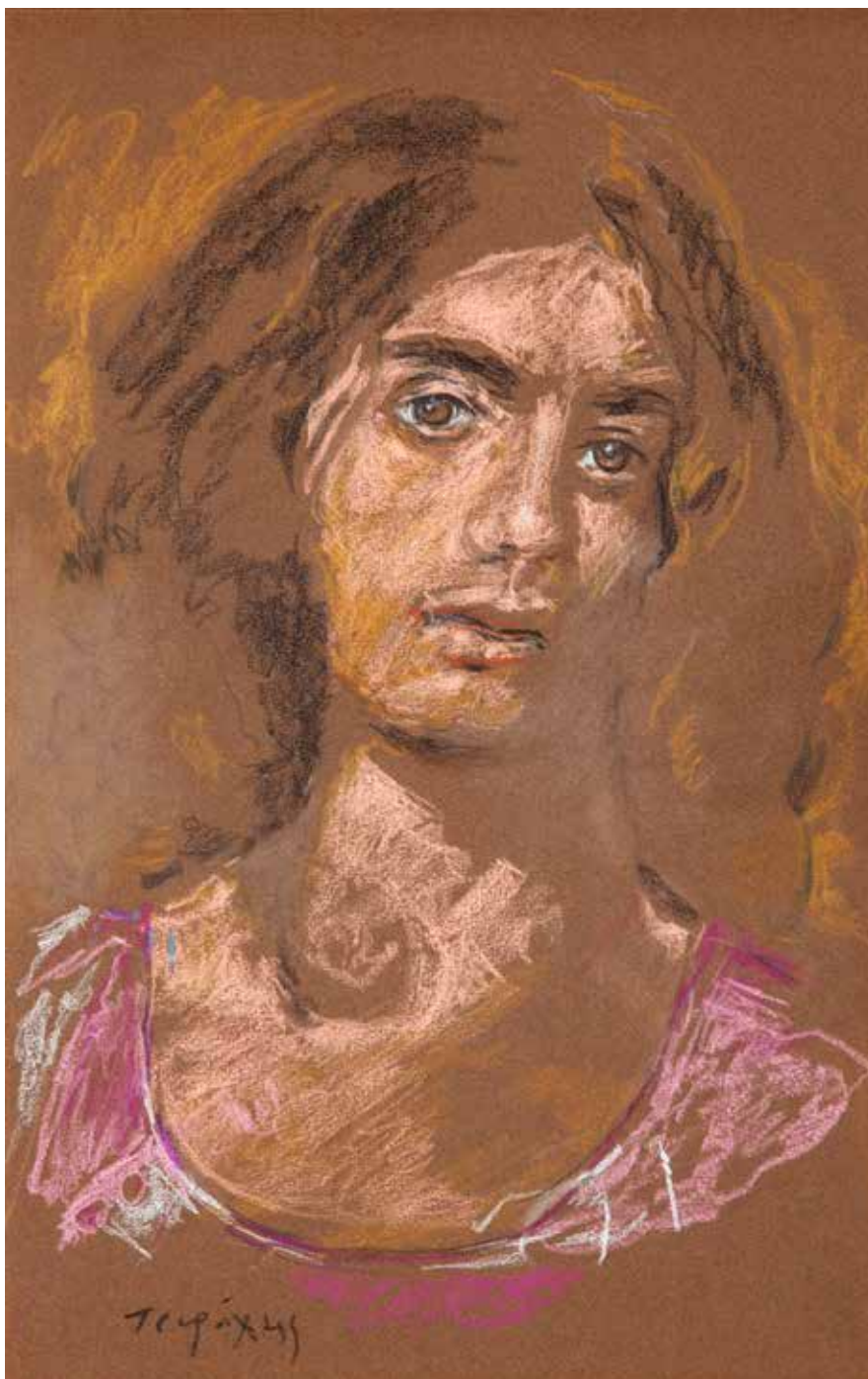
£5,000 - 7,000

€5,600 - 7,900

Provenance

Krone collection.

Private collection, Germany.



46^{AR}

YIANNIS TSAROUCHEIS (1910-1989)

Young man in pink t-shirt
signed in Greek (lower left)
pastel on paper
48 x 31 cm.

£9,000 - 12,000

€10,000 - 13,000

Provenance

Acquired directly from the artist in 1981 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.

47^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Ties

signed and dated 'Pavlos 76' (lower right)

paper construction on wood framed in plexiglass

133.5 x 153.6 x 6 cm.

£25,000 - 35,000

€28,000 - 39,000



48^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Early in the afternoon N.14, 1961

signed in Greek (lower right);

signed, titled, dated and inscribed '205 Jannis Spyropoulos "Early in the afternoon N.14"/Athens 1961 (92 x 73)' (on the reverse)

oil on canvas

73 X 92 cm.

£15,000 - 20,000

€17,000 - 22,000

Provenance

Molton Gallery, London.

G. Barwell collection, London.

Acquired in 1961 from the above by the previous owner and thence by descent.

Exhibited

London, Molton Gallery, *Yannis Spyropoulos: Paintings*, 10-27 May 1961 (listed in the exhibition catalogue, no.10).

Literature

C. Christou, *Yannis Spyropoulos, a Contribution to the Understanding of Contemporary Art Forms*, Athens 1962, pp. 164-165 (illustrated).

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 621, (listed, p. 288).

Early in the afternoon N.14, an exquisite painting that beautifully displays the art of a true master: wise compromise between gestural brushwork and compositional structure, functional exploitation of texture, imposing light and a deep sense of colour that is rich and yet subdued like a Byzantine icon. Executed in 1961, this chef-d'oeuvre is a fine example dominated by extensive areas of evocative sombre colour opposed by small luminous spots and scattered bright

incidents. The canvas is here transformed into a landscape where forms and rigorous lines, fragmented signs and circular markings break through the darkness and emerge from within it like sacred fires in an ancient temple or votive candles in a dimly lit Byzantine chapel. As the painter himself once said, 'I spread out the dark to find the light.'

Spyropoulos was the first Greek painter who, while residing permanently in Greece, managed to attain an illustrious international career highlighted by his winning participation in the 1960 Venice Biennale. He succeeded in imaginatively fusing European modernism and Greek tradition in a highly original voice that bears a marked resemblance to the mythical cosmos of Seferis's poetry. In the early 60s, at the time of his first great success in winning the UNESCO prize, Spyropoulos used a subdued palette dominated by beiges and browns. Then, in 1961, as amply demonstrated by this marvellous painting, there began a gradual brightening of the prevailing colours with forms emerging in craters of blue and orange-red. As noted by Professor C. Christou, "this kind of red, which emerges through layers of black, has the power to change the entire character of the work. With this, everything becomes movement and life, everything is shaken by a secret desire to break free from the confines of the canvas and merge with the world. This lively red, which appears in almost all of Spyropoulos's works from 1961, represents an optimistic new beginning vis-à-vis the mystery of black. It conveys the belief that despite the destructive forces of our time, there's always a part of the human soul where the sacred fire still kindles."¹

"His paintings appear to symbolise something which is growing all the time. However, this growth is not of a physical, but of a spiritual nature. The pictures act upon us as mysteries -mysteries in the religious sense."²

¹.C.Christou, *Jannis Spyropoulos* [in Greek], Athens 1962, p. 200.

². as quoted in E. Strousa, "From Deconstruction to Genesis" in *Jannis Spyropoulos, Edition of the Workers' Fellowship*, Athens 1989, pp. 43-44





49^{AR}

ALEXIS AKRITHAKIS (1939-1994)

Woman ascending from today's depth
signed in Greek and dated '66' (lower right)
tempera on paper laid on board
33 x 65 cm.

£15,000 - 20,000

€17,000 - 22,000

Provenance

C.Coundouris, friend of the artist.
Private collection, Greece.

50^{AR}

ALEXIS AKRITHAKIS (1939-1994)

Untitled

signed and dated 'Akritchakis/52.5x44x8/1984'
(on the reverse)

painted wooden construction, plastic flower, mirror
and screws

52.5 x 44 x 8 cm.

£7,000 - 9,000

€7,900 - 10,000

Provenance

Acquired directly from the artist by the present
owner.



51^{AR}

ALECOS CONDOPOULOS (1905-1975)

Aurore

signed in Greek and dated '959' (lower right);

signed and titled in Greek 'A.Condopoulous/"Aurore" '

(on the reverse); with labels attached to the backing paper

oil on masonite

122 x 158 cm.

£15,000 - 20,000

€17,000 - 22,000

Provenance

Dr. Carlo Monzino collection, Milan, Italy.

Exhibited

Venice, *XXX Biennale Internazionale d'Arte*, 1960, Greek Pavillion, no.

6 (listed in the general exhibition catalogue, p. 255, and the Greek participation exhibition catalogue).

Literature

Zygos magazine, no. 78-79, May-June 1962, p.8 (illustrated).





52^{AR}

YANNIS GAÏTIS (1923-1984)

Fenêtre Bleue

Painted construction on wood

100 x 80 x 17 cm.

£8,000 - 12,000

€9,000 - 13,000

Provenance

Private collection, France.

Literature

Yannis Gaitis, Catalogue Raisonné, Ioannis F. Costopoulos Foundation, Athens 2003, no. 1217, p. 289 (illustrated).

This artwork is accompanied with a Certificate of Authenticity issued by Loretta Gaitis.



53*^{AR}

YANNIS GAÏTIS (1923-1984)

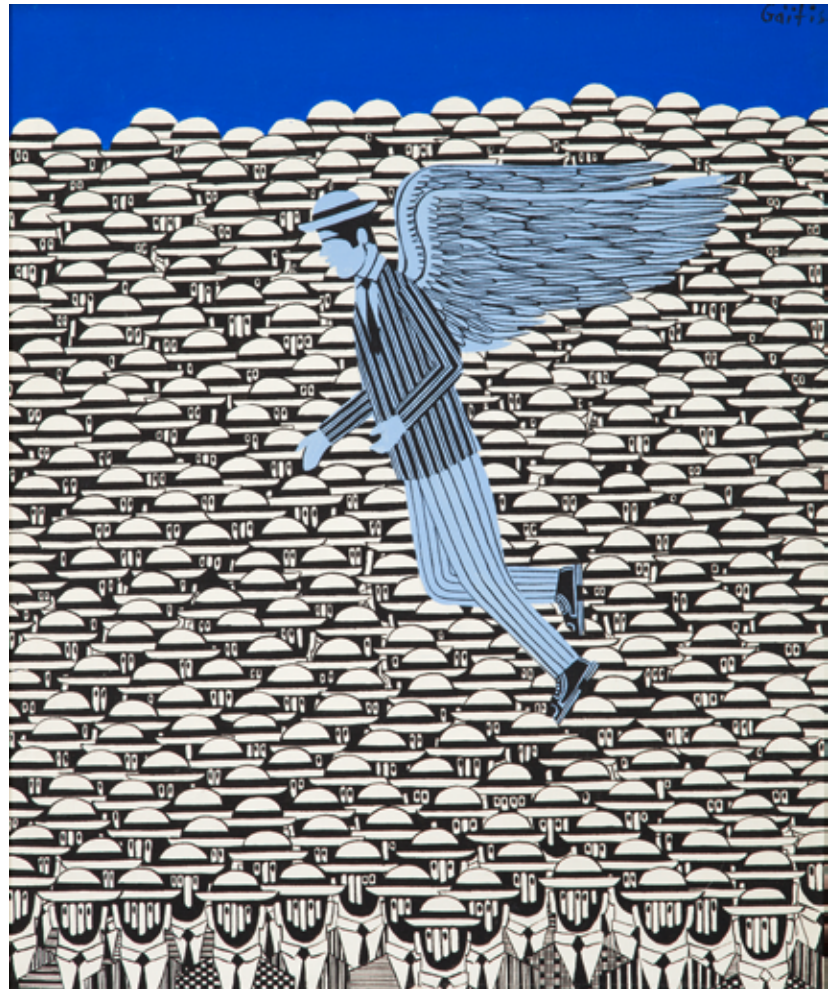
Untitled
signed 'Gaitis' and numbered '20/25' (on the reverse)
painted wood construction
72 x 12.5 x 5 cm.

£3,000 - 5,000

€3,400 - 5,600

Literature

Loretta Gaitis-Charrat, *Yiannis Gaitis, Catalogue Raisonné*, Angers
2003, no.1355, p. 316 (mentioned)



54^{AR}

YANNIS GAÏTIS (1923-1984)

L'Homme Libre
signed 'Gaitis' (upper right)
oil on canvas
55 x 45 cm.

£5,000 - 7,000

€5,600 - 7,900

Painted in 1981.

Literature

Yannis Gaitis, *Catalogue Raisonné*, Ioannis F. Costopoulos Foundation,
Athens 2003, no 1536,p.352 (illustrated).
Ergatiki Enotita, Athens, December 1981.

55^{AR}

ALECOS FASSIANOS (BORN 1935)

Jeune au Jardin

signed in Greek (upper left)

signed, titled and dated 'Jeune au Jardin Fassianos 1990'

(on the stretcher)

oil on canvas

92 x 73 cm.

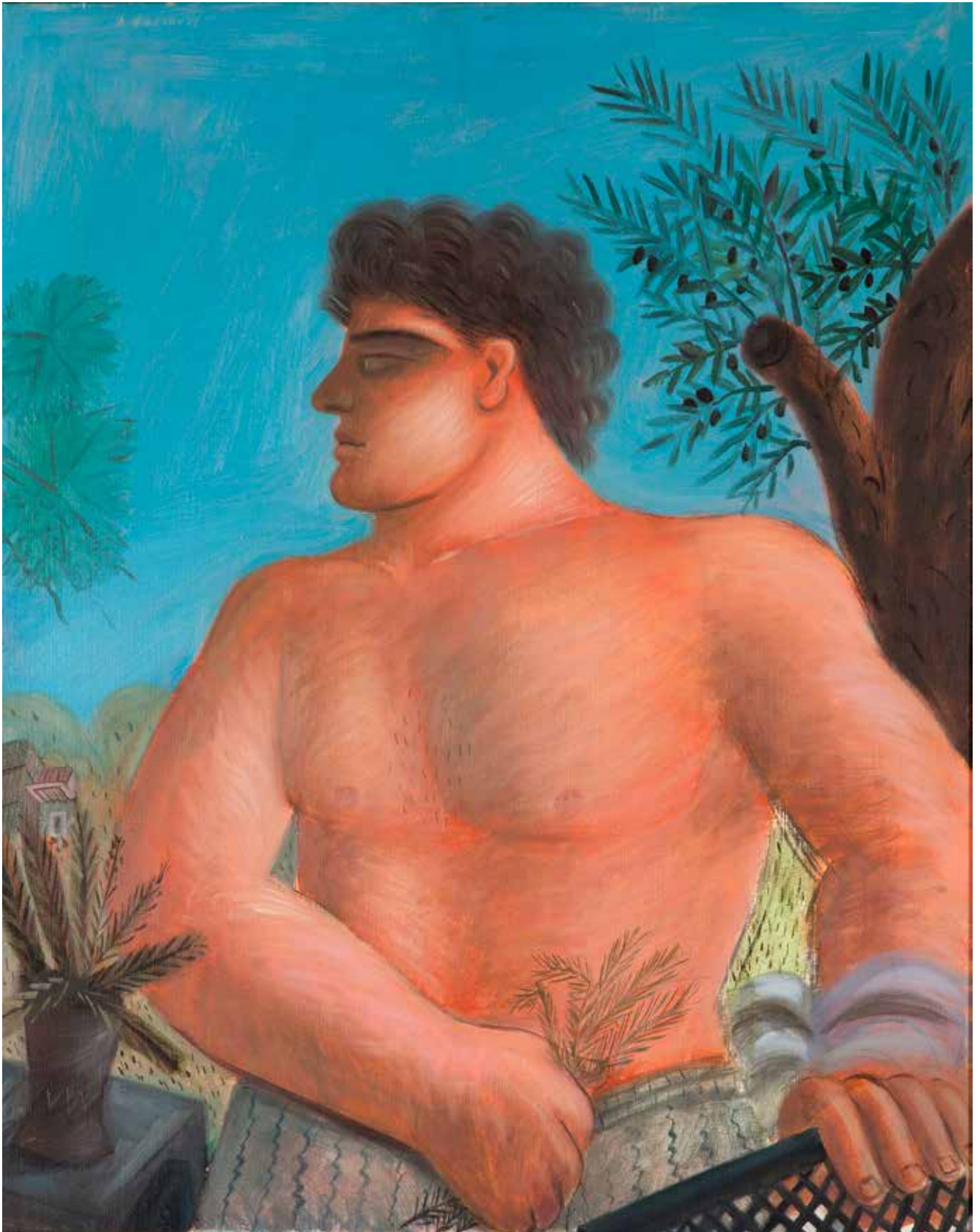
£20,000 - 25,000

€22,000 - 28,000

Painted in 1990.

Exhibited

Thessaloniki, Eirmos Gallery, *A. Fassianos*, May 1992 (listed and illustrated in the exhibition catalogue, pp. 29, 30 and cover illustration).



56* AR

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Pendule Musicale, 1966

signed, titled and inscribed 'TAKIS 1966/ PENDULE MUSICALE/ 200 X 80 cm/Nº. F16/ TAKIS 66' (on the reverse)

magnets, wire, metal, sewing needle, painted wood
200 x 80 x 20 cm.

£35,000 - 45,000

€39,000 - 50,000

The work is accompanied by a certificate of authenticity signed by Takis.

Provenance

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

Exhibited

Takis, Centre national d'art contemporain, 22.9-6.11.1972, Paris.

Takis – described by Marcel Duchamp in 1962 as 'a happy ploughman of magnetic fields and signalman on soft railroads' - spent most of his artistic life studying the relationship between art and science. Based in Paris since the 1950s, Takis encountered several distinguished personalities such as Duchamp, Yves Klein and Jean Tinguely, whose intellectual views influenced him. Working in line with his contemporaries of the New Realism movement, Takis integrated light and music in combination with the use of magnets into his sculptural practice. The technological innovations of the immediate post-war period also had a lasting impact on him and his oeuvre, inspiring him to develop works based on electromagnetic force, first by using flexible metal stems, then with the aid of suspended electro-magnets. Being both an artist and inventor, he believed that all communication occurs through magnetic fields.

Hidden in an American collection for years, *Pendule Musicale*, 1966 is a fine example of how Takis strives to translate his poetic approach to science into his work that sensitively deploy the forces of nature. In this work, which was displayed at the prestigious *Centre national d'art contemporain* in Paris in 1972, Takis installed an electromagnet behind a white monochrome surface that attracted and repelled dangling needles as they moved over stretched musical wires connected to sound amplifiers. His new approach to his musical sculptures is based on a simple and straightforward concept of using magnetic waves caused by electricity as a means to activate repeated musical sounds: the latter are to be heard every time a needle strikes a string, when attracted by a magnet. The music produced by the sculpture is almost mechanical, sliding sound produced by the metal materials interacting with each other. Magnetic forces act upon the metal components. Takis seeks a natural origin for the construction of sound, and in particular that origin which is furthest removed from the artist's arbitrary decision. Once again the relationship between space and invisible forces that surround us is raised and questioned by the artist, inviting the viewer to enter into a wordless, energetic and 'musical' dialogue with the work.

This captivating work by a pivotal post-war artist, shows Takis' mastery in experimenting with the integration of technology and artistic vision in our contemporary society but also a fascination with the expressive potential of found objects and industrial materials, radiating energy to the surrounding space and evoking a world of cosmic symbols and mystical meanings. As noted by art critic W. Andersen, "all of Takis' works relate directly to objects that exist in the real world in some previous context. They gain potency as images by approximating, while at the same time transforming what we expect from the world."¹

¹ W. Andersen, *Evidence of the Unseen*, exhibition catalogue, MIT Press, Cambridge, Mass., 1969, p. 13.



57^{AR}

ANDY WARHOL (AMERICAN, 1928-1987)

Alexander the Great
unique screenprint in colours, 1982, on Lenox Museum Board,
signed and numbered 'TP 57/65 Andy Warhol' in pencil,
one of 65 colour variant trial proofs
published by Alexander Iolas, New York, the full sheet,
in very good condition

Image 99 x 98.8 cm.
Sheet 101.7 x 101.3 cm.

£40,000 - 60,000
€45,000 - 67,000

Executed in 1982.

Provenance

Vicky Drakos Gallery, Athens.
Private collection, Athens.

Literature

Frayda Feldman and Jörg Schellmann, *Andy Warhol Prints, A Catalogue Raisonné, 1962-1987*, Milan, 2003, no. II.B291-292.

Shown in sharp profile and set against a luminous background of dazzling colour, Warhol's *Alexander the Great* captures the radiance, glamour and regal grace of the Macedonian conqueror. The solid monochromatic ground and the sinuous linear highlights, which trace their origin to the ancient Greek vase painting, reconstruct the young king's face in an expressionist manner akin to Rouault or even the Gothic and Byzantine portraits Warhol himself admired.

Throbbing with energy, the portrait of the undefeated commander ingeniously oscillates between reality and illusion, echoing the timeless symbolism of ancient Greek art and underlining Alexander's enduring image as both a historic persona and archetypal, legendary figure.





PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION

58*^{AR}

NIKOS KESSANLIS (1930-2004)

Abstract

signed and dated 'NIKOS 62' (lower centre);
signed and dated 'NIKOS 1962' (on the reverse)

mixed media on canvas

70 x 100 cm.

£7,000 - 10,000

€7,900 - 11,000

Provenance

Sotheby's, The Greek sale, 17 May 2010, London, lot 84.

Acquired from the above sale by the present owner.



59^{AR}

YANNIS GAÏTIS (1923-1984)

Femme cubiste

signed in Greek and dated '47' (lower right)

oil on canvas

60 x 42 cm.

£5,000 - 7,000

€5,600 - 7,900

Painted in 1947.

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.

60 ^{AR}

ALEXIS AKRITHAKIS AR (ARTIST RESALE RIGHT) (1939-1994)

Aeroplane

signed and dated 'Akritakis 90' (on the reverse)

acrylic on panel

151 x 99 cm.

£20,000 - 30,000

€22,000 - 34,000

Exhibited

Patra, Epikendro gallery.

Provenance

Private collection, Athens.





PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION

61^{*AR}

VLASSIS CANIARIS (1928-2011)

White and red wall
signed 'Caniaris' (lower left)
mixed media on canvas
105 x 150.5 cm.

£8,000 - 12,000

€9,000 - 13,000

Provenance

Acquired directly from the artist.
Sotheby's, The Greek sale, 10 May 2007, London, lot 50.
Acquired from the above sale by the present owner.

62^{AR}

THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Harbour, 1952
signed and titled "Σταμος / Harbour" (on the reverse)
oil on masonite
61 x 50.5 cm.

£10,000 - 15,000

€11,000 - 17,000

Provenance

Andre Emmerich Gallery Inc., New York.
Private collection, New York.
Private collection, Athens.

Exhibited

Zurich, Knoedler Gallery, *Theodoros Stamos, Works from 1945 to 1984*, June 16 - August 15, 1984, no. 19 (illustrated in the exhibition catalogue, p. 90).



62



63^{AR}

GEORGE LAPPAS (1950-2016)

White Acrobat

waterproof polyester fabric, metal, neon light

100 x 43 x 70 cm.

£5,000 - 7,000

€5,600 - 7,900

Provenance

Acquired directly from the artist by the present owner.



64^{AR}

ACHILLEAS DROUNGAS (BORN 1940)

Screen

signed and dated 'A. Droungas 83' (on the reverse)

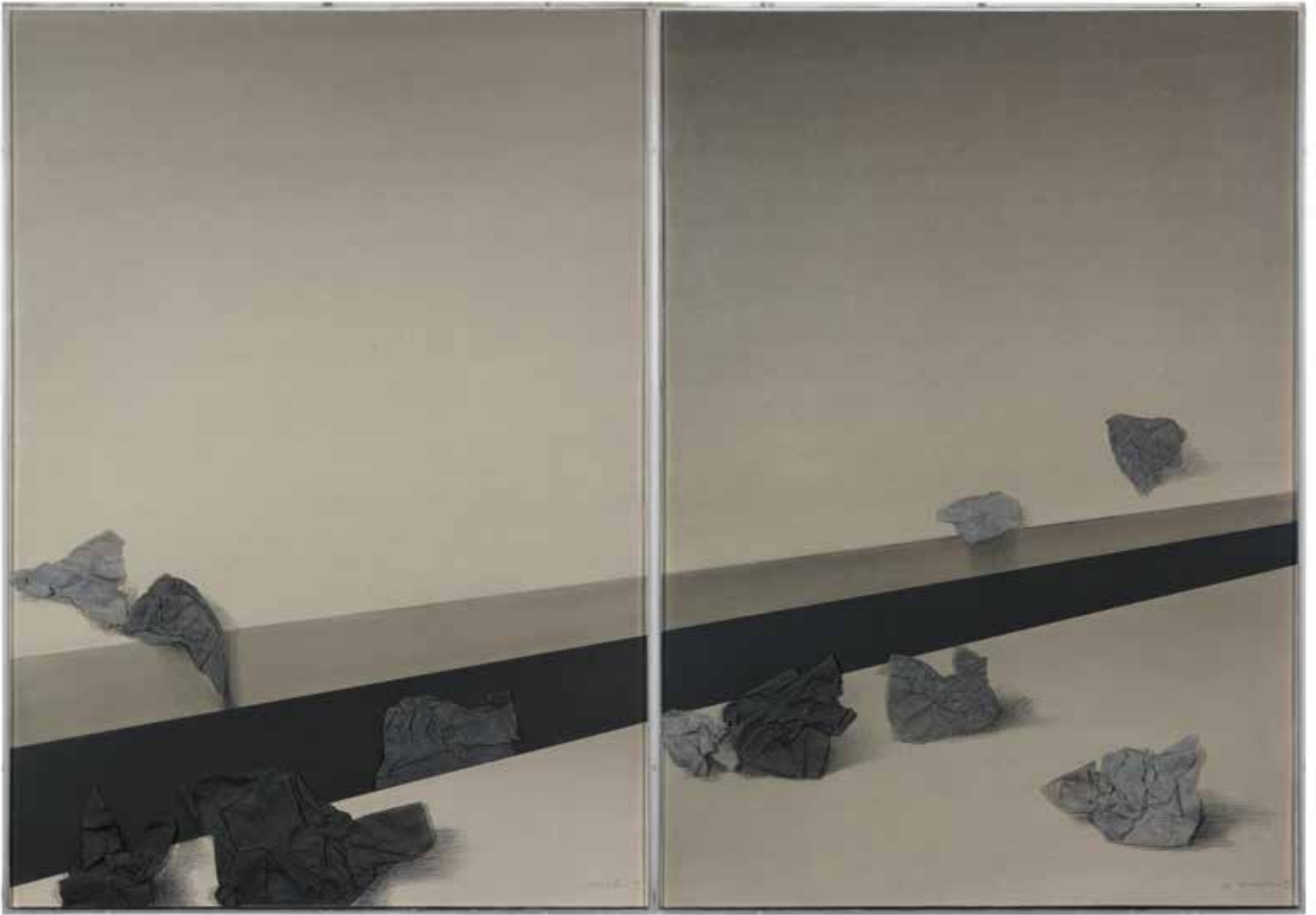
oil on canvas

160 x 184.5 x 2 cm.

£6,000 - 8,000

€6,700 - 9,000

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



65* AR

COSTAS TSOCLIS (BORN 1930)

Untitled I and II

signed (lower right)

mixed media on board, plexiglass

70 x 50 cm. (each)

£6,000 - 8,000

€6,700 - 9,000

Executed in 1974.

Exhibited

Galleria Annunciata, 1975, Milan.



66^{AR}

COSTAS TSOCLIS (BORN 1930)

Space

signed and dated 'C.Tsoclis/ 1983' (on the reverse)

mixed media on panel framed in plexiglass

101 x 75.5 x 5.5 cm.

£5,000 - 7,000

€5,600 - 7,900

Provenance

Artio Gallery, Athens.

Private collection, Athens.

67^{AR}

ALEXIS AKRITHAKIS (1939-1994)

The pink mad man
signed and dated 'Akrihakis 94' (lower right)
acrylic on card laid on board framed in plexiglass
121 x 73 x 4.5 cm.

£20,000 - 30,000

€22,000 - 34,000

Executed in 1994.

Provenance

Private collection, Athens.

Exhibited

Thessaloniki, Macedonian Museum of Contemporary Art -
Thessaloniki Cultural Capital of Europe, *Akrihakis, Retrospective
Exhibition*, December 19, 1997 - February 15, 1998 (illustrated in the
exhibition catalogue, p. 189).

Athens, National Gallery - Alexandros Soutzos Museum, *Akrihakis,
Retrospective Exhibition*, May 4 - June 29, 1998 (illustrated in the
exhibition catalogue, p. 189).

Literature

Akrihakis, curator Maria Kotzamani, Itanos - I.F. Costopoulos
Foundation Edition, Athens 1997, p. 189 (illustrated).

D. Zacharopoulos, *Alexis Akrihakis* [in Greek], K. Adam publ., Athens
2005, p. 179 (illustrated).

Arti magazine, no. 38, March-April 1998, p. 103 (illustrated).

Alexis Akrihakis, Contemporary Greek Artists series, Ta Nea editions,
Athens 2007, p. 129 (illustrated).

*I always wanted to become a painter,
but I was deeply infected by the insidious disease of the artist.*
Alexis Akrihakis

Possibly a self-portrait, as argued by Professor D. Zachropoulos,¹
The pink madman stands as an exemplary testament of Akrihakis's
belief that the burden of an artist's success is measured by his
own self-sacrifice. Acknowledging himself as a tragic figure,
who has to suffer for his love of art, Akrihakis uses sarcastic
mannerisms and expressionistic gesture to unfold his deep
intellectual concerns through his unique prism of childlike wonder.

A charismatic image maker, Akrihakis invites us in his enchanting world
of bold shapes and striking colours. Endowed with a dreamy quality,
his abstract portrayal celebrates the artist's role as an ambassador of
unaffected purity and innocence. As noted by art historian M. Kotzamani,
"Akrihakis believes that it is the artist's obligation to preserve the value
of innocence, without letting it disappear in a world without hope."²
Painted in the year of his death, a year stigmatised by his frequent visits
to the Dromokaiteio psychiatric hospital, The pink madman stands
as a direct reference to his poor mental state. The use of contrasting
colours, such as black and pink, underline the juxtaposition between
the sitter's tragic life and the artwork's playful character.

¹. D. Zacharopoulos, *Alexis Akrihakis*, K. Adam editions, Athens 2005,
p. 179.

². See *Akrihakis*, Macedonian Museum of Contemporary Art -
Thessaloniki Cultural Capital of Europe, Itanos editions - Ioannis F.
Kostopoulos Foundation, Thessaloniki, 1997, p.33



68^{AR}

ANGELOS (PANAGIOTOU) (BORN 1943)

Girl with Fruits

signed in Greek and dated '1992' (lower right)

oil on canvas

120.5 x 150 cm.

£30,000 - 40,000

€34,000 - 45,000





69^{AR}

YIANNIS PSYCHOPEDIS (BORN 1945)

Polaroids

both signed 'J. Psychopedis' (lower right)

acrylics on polaroid photographs

85 x 105 cm. (each)

(2)

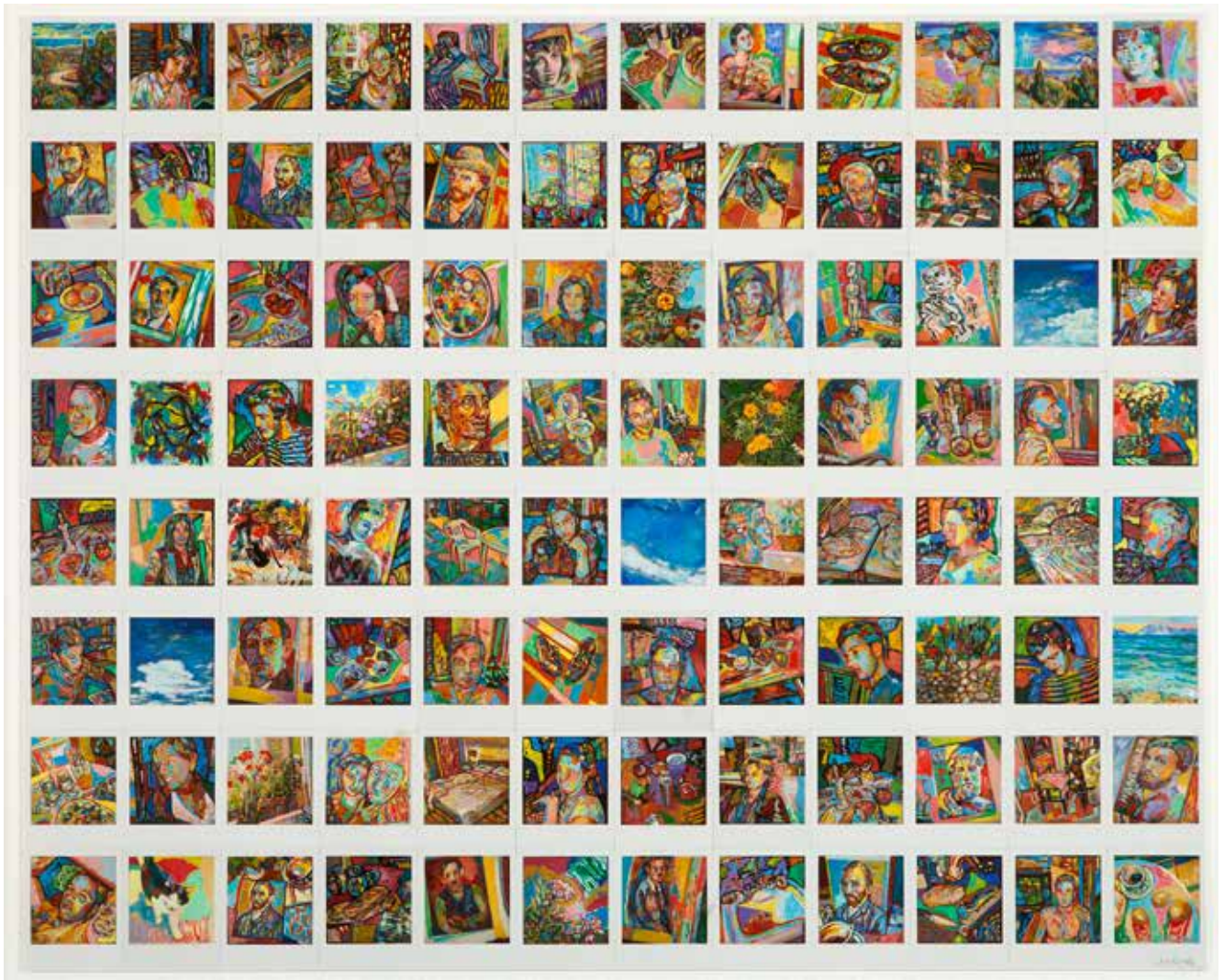
£8,000 - 12,000

€9,000 - 13,000

Exhibited

Athens, Zoumboulakis Galleries, Yiannis Psychopedis, Polaroids 1977

- 2009, 3-21 November 2009.



70^{AR}

ALECOS FASSIANOS (BORN 1935)

A modern world
signed and titled in Greek (upper edge)
dated 1985 (upper light)
oil on canvas, artist's frame
142 x 110 cm.

£22,000 - 28,000

€25,000 - 31,000

Painted in 1985.

Provenance

Private collection, Athens.

Exhibited

Delphi, European Cultural Centre of Delphi, *Alecos Fassianos, Anthropocentric Painting 1960-1998*, (illustrated in the exhibition catalogue, no. 42)

M. Parrozzani

Il Grande Hotel di Venezia

1967



71*AR

ALECOS CONDOPOULOS (1905-1975)

Un pays

signed in Greek and dated '959' (lower left);
signed and titled 'A.Condopoulos / "Un pays"'
(on the reverse); with labels attached to the backing paper
oil on masonite
75 x 121 cm.

£12,000 - 18,000

€13,000 - 20,000

Provenance

Birmingham gallery, Michigan, USA.
The Estate of Bernard and Margaret Kuhn.

Exhibited

Venice, *XXX Biennale Internationale d'Arte*, 1960, Greek Pavillion, no. 10 (listed in the general exhibition catalogue, p. 255, and the Greek participation exhibition catalogue).

Literature

Zygos magazine, no. 78-79, May-June 1962, p. 9 (illustrated).

"Condopoulos' abstraction did not acquire the expressionistic vehemence it took on in the West, nor did it adopt the purist-austere principles of constructivism, but rather adhered to a subjective poetic freedom, 'a subjective poetry', as the artist himself once said, that evolves without limitations in the infinite realm of imagination."¹ S. Lydakis

Un Pays, an impressive work of poetical abstraction, is one of the eleven paintings by Condopoulos that represented Greece at the 1960 Venice Biennale. The artist's showing at this prestigious international art exhibition met with resounding success and contributed significantly to the establishment of abstraction as the dominant language of Greek modernism. All the paintings included in the Biennale were acquired by European and American collectors, while a few years later, his entire body of work shown in Ann Arbor, Michigan, was purchased by the Forsythe Gallery. Critical reviews were equally enthusiastic, hailing him as a pioneer of postwar abstraction on an international level. Art critic Jean Paul Slusser, in his article "Traditional European Charm in Condopoulos's Abstract Painting," noted: "Condopoulos's art manifests all the gracefulness of oil painting to such a degree that today no American painter, not even a dedicated member of the New York School, can or could ever dream to accomplish."²

Straight lines and shredded shapes, weighted colours and lyrical tones, solid volumes and gestural markings gently overlap and interlock in a quest for the perfect balance between order and emotion, rational structure and romantic expressiveness. Translating nature's volumes into planes of cool and hot colour, which not only structure the pictorial field but are also set in contrasting relation to one another, the painter invests the flatness and rigidity of the surface with a sense of dynamic, deep-breathing three-dimensionality that recalls the influential teachings of Hans Hofmann. Condopoulos himself once said that "the artist's goal is to orderly assemble disparate elements in order to discover poetic compositions of a given meter and rhythm."³

¹. S. Lydakis, Eorga, *Alecos Condopoulos, the Man and his Work* [in Greek], Melissa publ., Athens 1975, p. 14.

². Reprinted in Greek, Zygos journal, no. VI-65, July 1965, p. 79.

³. A. Condopoulos, *26 Recent Paintings and a Brief Retrospect* [in Greek], Athens Hilton Art Gallery, 1969.



72* AR

THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Morning Wind, 1956

signed (lower left); signed, inscribed with artist's address, titled and dated 'STAMOS 80 W82 St. NYC "Morning Wind" 1956' (on the reverse) and with labels attached to the stretcher oil on canvas

179 x 144.5 cm.

£40,000 - 60,000

€45,000 - 67,000

Provenance

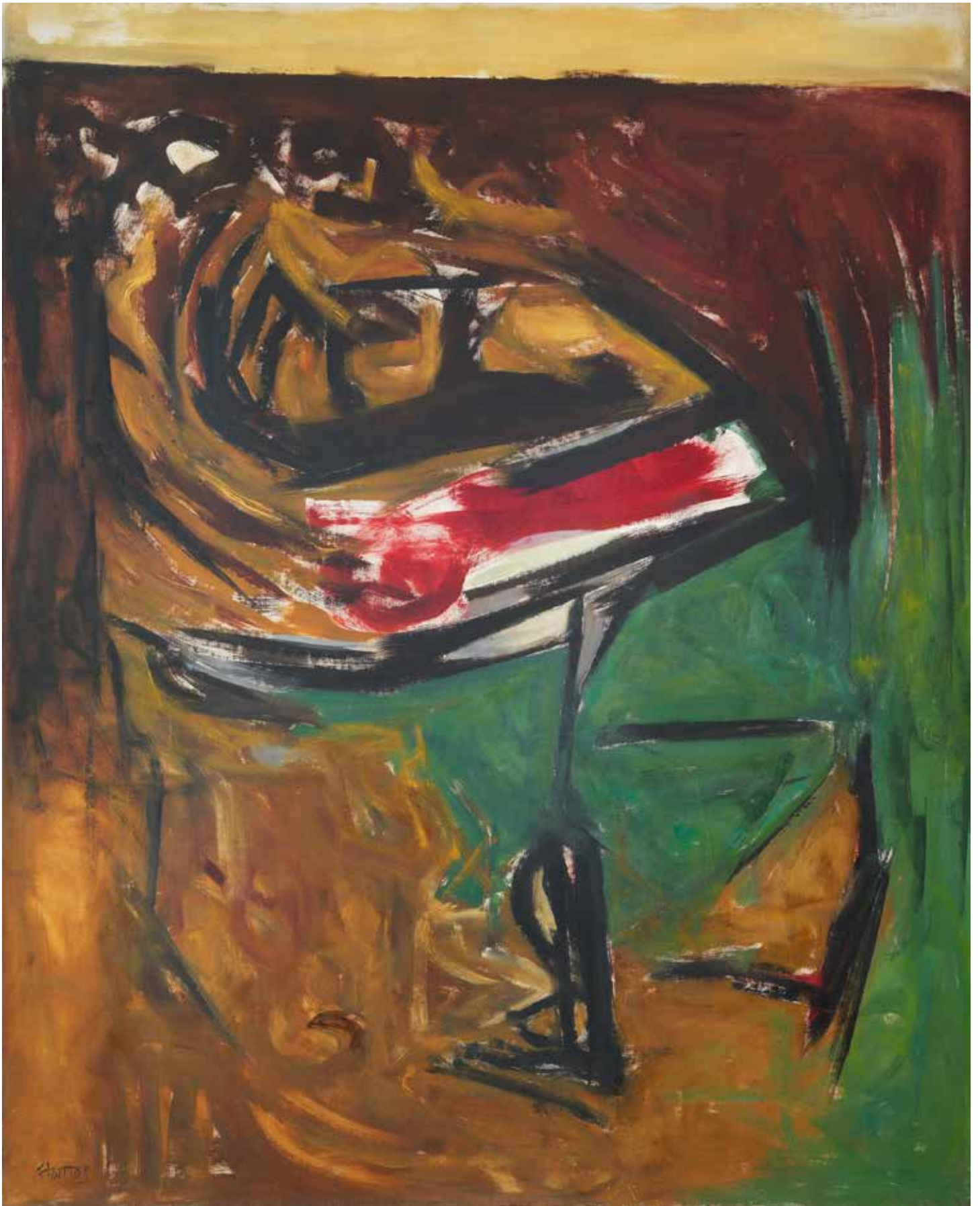
Manny Silverman Gallery, Los Angeles.

Van Ham Kunstauktionen, *Moderne und Zeitgenössische Kunst, Part II*, Cologne, December 1, 2005, lot 825 (illustrated in the auction catalogue, p. 62).

Acquired by the present owner from the above sale.

Exhibited

Zurich, M. Knoedler & Co., *Theodoros Stamos: Works from 1945 - 1984*, June-August, 1984, no. 24 (illustrated).





73^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Orassis F, 1966

signed in Greek (lower right)

signed, titled and dated 'JANNIS SPYROPOULOS ORASSIS F, 1966'

(on the stretcher)

oil and mixed media on canvas

73 x 60 cm.

Provenance

Myriam Goldstein collection, Boston.

Private collection, Athens.

Literature

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*,
doctoral dissertation, Athens 1994, no. 966, (listed, p. 300).

£8,000 - 12,000

€9,000 - 13,000



74^{AR}

NIKOS KESSANLIS (1930-2004)

a) Fleur pour toi
signed and dated 'NIKOS/1963' (lower left);
signed, dated, titled and annotated (on the reverse)
mixed media on canvas
27 x 46 cm.

b) Cratere, 1962
oil on cardboard
signed 'K. Nikos' (lower left);
annotated and attached with labels (on the reverse)
20 x 30 cm.

(2)

£5,000 - 7,000

€5,600 - 7,900

b) Exhibited

Rome, L'Obelisco Galleria d'Arte, 1963, n.23.
Mostra Mercato Nazionale d'Arte Contemporanea, Florence,
Palazzo Strozzi, 21 March-19 April 1964.

75*AR

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Telesculpture Vibrative N.9 / Black Oscillating Disc
signed, dated and titled 'TAKIS 1963/72 / TELESculPTURE
VIBRATIVE N.9' (on the reverse);
annotated and signed (on the reverse)
wood, magnets, needles, electrical circuits
90 x 21.5 x 1 cm.

£22,000 - 28,000

€25,000 - 31,000

Executed 1963-72.

The work is accompanied by a certificate of authenticity signed by Takis.

Provenance

Horace Richter Gallery, Tel Aviv.

Acquired from the above by the present owner.

Exhibited

Paris, Centre National d'Art Contemporain, *Takis*, 21 Septembre - 6 Novembre 1972, n. 124 (cited in the exhibition catalogue).

Literature

H. and N. Calas, *Takis / Monographies*, Gallée editions, Paris 1984, p. 110 (illustrated).

Takis is internationally recognised as a key figure in the development of post-war sculpture. His work depends on and explores the relationships between science and art. In 1959 he exhibited at the Galerie Iris Clert his first works incorporating magnets and metal objects. In setting up vibrating electromagnetic fields, he attempted to recreate the forces that govern the universe and to make them visible. As his involvement with kinetic sculpture evolved, he explored other uses of energy to create hydro-magnetic sculptures, light signals and sculptures that operated with wind energy.





76^{AR}

GEORGE RORRIS (BORN 1963)

Seated Woman

signed in Greek and dated '97' (lower left)

oil on canvas (6 mounted stretchers)

78.5 x 114.5 cm.

£6,000 - 8,000

€6,700 - 9,000

Provenance

Acquired directly from the artist by the current owner.

Exhibited

Athens, French Institute - Gallery 24, Hommage à Paul Verlaine, 1996.

Athens, Medousa Gallery 2000.



77^{AR}

GEORGIOS MAVROIDIS (1912-2003)

Reclining nude

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

oil on canvas

70 x 100 cm.

£8,000 - 12,000

€9,000 - 13,000

Provenance

Gallery 7, Athens.

Acquired from the above gallery by the present owner in 1977.



78^{AR}

SPYROS VASSILIOU (1902-1984)

a) Mount Athos
signed in Greek and dated '53' (lower right)
acrylic on panel
74 x 57.5 cm.

b) Rhodes
signed in Greek and dated '53' (lower right)
acrylic on panel
73.5 x 57.5 cm.

(2)

£7,000 - 10,000

€7,900 - 11,000

In the late 1940s and in the next two decades, the Greek National Tourism Organization commissioned a number of leading artists, including Y. Moralis, S. Vassiliou and P. Tetsis, to design posters that would promote Greece as a colourful and idyllic travel destination. Spyros Vassiliou, the painter most often associated with this project, repeatedly created inspired compositions that were used in posters, brochures and leaflets. Capturing the poetry of the landscape rather than providing a mere description, he managed to turn popular Greek subjects into a form of high art.

Both artworks are accompanied by a certificate of authenticity issued by the Atelier Spyros Vassiliou.



79^A

CHRYSSA VERGHI (BORN 1959)

Peaceful shore

signed in Greek and dated '09' (lower right)

oil on canvas

46 x 120 cm.

£2,000 - 3,000

€2,200 - 3,400

Deeply immersed in nature, Chyssa Verghi invites us to share the experience. Focusing on a handful of elemental subjects, she engages in a creative, lifelong discourse with earth and water, in a never-ending quest to probe into the landscape's very soul. As noted by Athens National Gallery Director M. Lambraki-Plaka, "Verghi is impassionate with nature, a Leonardesque nature full of energy, movement and vitality, a nature that is being ceaselessly transformed."¹

¹. M. Lambraki-Plaka, "The Throbbing Heart of Nature in Chryssa Verghi's Painting" in *Chyssa Verghi, Soul of the Landscape, 1985-2015 Retrospective*, exhibition catalogue, Athens 2015.

80^{AR}

ANGELOS (PANAGIOTOU) (BORN 1943)

Last supper

signed in Greek and dated '1987' (lower right)

oil on canvas

120 x 140.5 cm.

£15,000 - 20,000

€17,000 - 22,000



81^{AR}

YIANNIS PSYCHOPEDIS (BORN 1945)

The big bed, 1982

signed and dated 'Y.Psychopedis,1981' (lower left)

crayons on paper

142 x 114.5 cm.

£6,000 - 8,000

€6,700 - 9,000

Provenance

P. Zoumboulaki collection, Athens.

Private collection, Athens.

Exhibited

Athens, Zoumboulakis Gallery, *Jannis Psychopedis*, January 1983 (exhibition catalogue cover illustration).

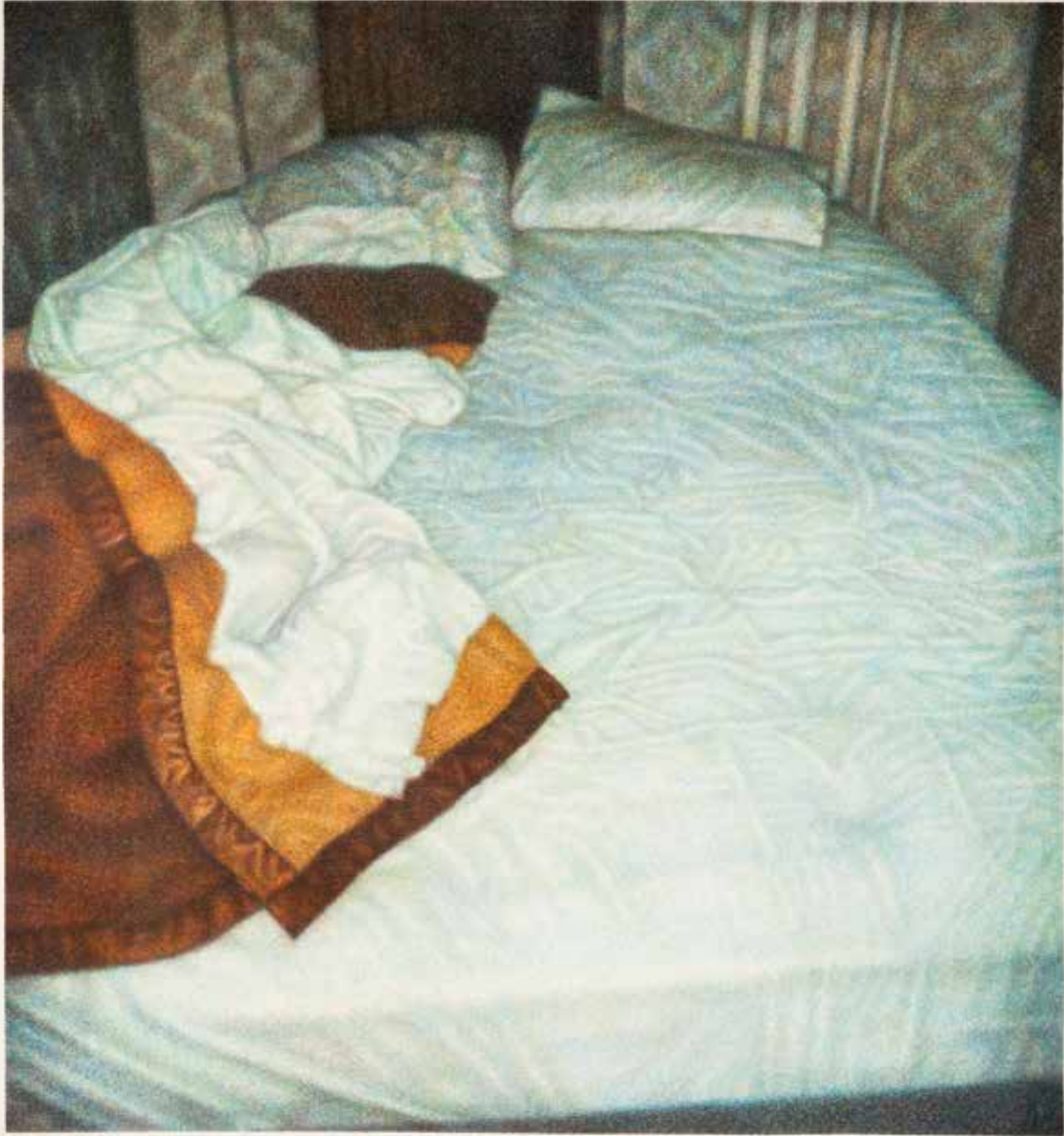
Andros, Petros and Marika Kydoniefs Foundation, *Ploes IV, Jannis Psychopedis, Intersections*, July-September 1998 (illustrated in the exhibition catalogue, p. 77).

Athens, Fryssiras Museum, *Painting I, European Painting Affinities 1960-1980*, January 19 - May 12, 2013 (illustrated in the exhibition catalogue, p. 209).

Thessaloniki, Macedonian Museum of Contemporary Art, 30th Demetria, *Jannis Psychopedis, Retrospective 1962-1995*, October 18 - December 10, 1995 (illustrated in the exhibition catalogue, no. 165).

Literature

J. Psychopedis, *Eros Kalos, a Painting Anthology*, Kedros editions, Athens 1995 (p. 2 and cover illustration).





82^{AR}

MINA PAPTAEODOROU-VALYRAKI (BORN 1956)

Yellow Ferrari

signed and dated 'Mina Papatheodorou 2000' (lower right)

oil on canvas

100 x 150 cm.

£6,000 - 8,000

€6,700 - 9,000



83^{AR}

CHRISTOS CARAS (BORN 1930)

Silhouette masculine à chemise blanche
signed in Greek and dated '2002' (lower left)
oil on canvas
130 x 130 cm.

£7,000 - 10,000

€7,900 - 11,000

Exhibited

Switzerland, Musée de Pully, Trois Hellènes en Helvetie, 28 October
2004-30 January 2005.

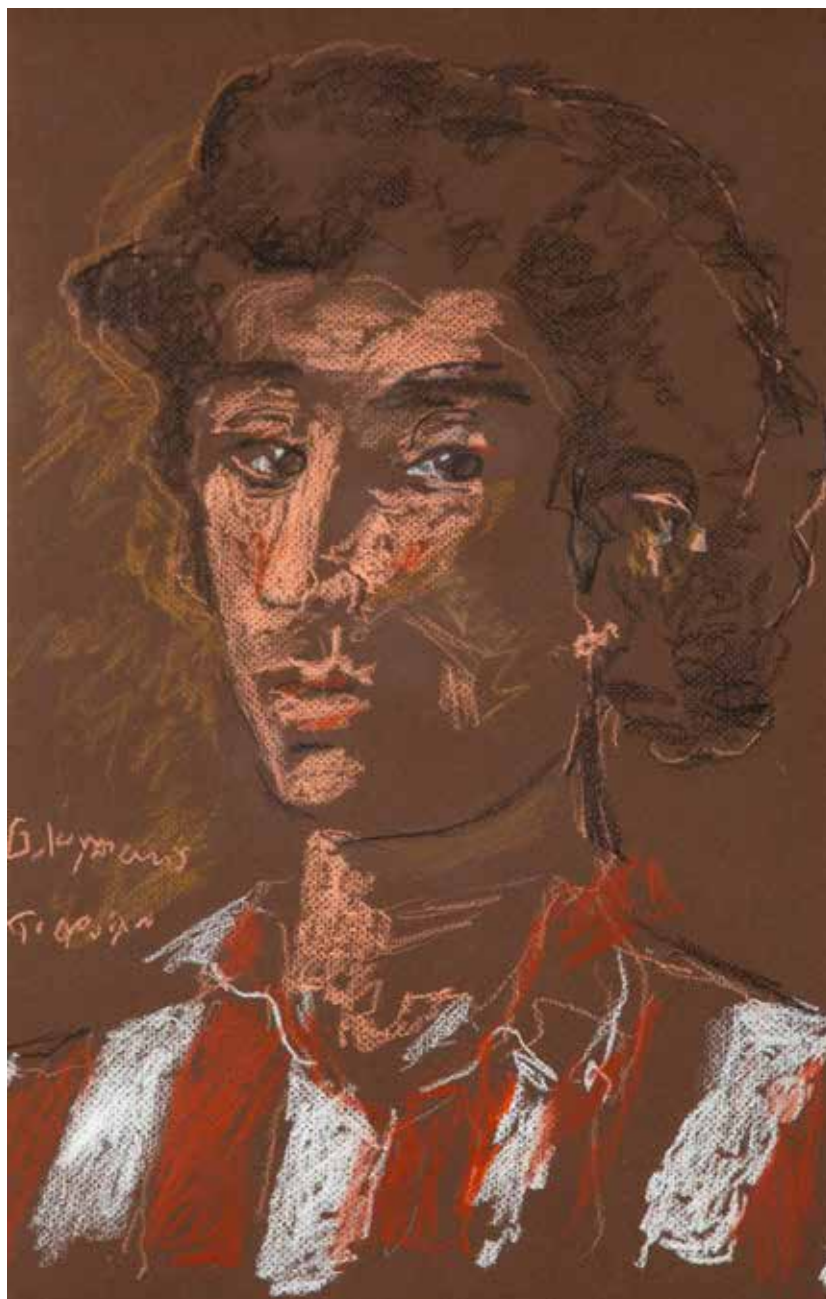


84^{AR}

SOFIA KALOGEROPOULOU (BORN 1946)

Thousand and one nights
signed in Greek (lower right)
oil on panel
85 x 110 cm.

£4,000 - 6,000
€4,500 - 6,700



85^{AR}

YIANNIS TSAROUCHIS (1910-1989)

Olympiacos football player
signed in Greek (lower left)
pastel on paper
50 x 32 cm.

£6,000 - 8,000
€6,700 - 9,000



86^{AR}

SPYROS VASSILIOU (1902-1984)

Boats

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

oil on canvas

100 x 80 cm.

£8,000 - 12,000

€9,000 - 13,000

This artwork is accompanied with a certificate of authenticity issued by the Atelier Spyros Vassiliou.



PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION

87^{*} AR

NIKOS KESSANLIS (1930-2004)

Terra
signed and dated 'K.NIKOS 60' (lower left);
signed, dated, titled and dedicated 'Kessanlis Nikos 1966/ Terra' (on
the reverse)
oil on canvas
110.5 x 84 cm.

£5,000 - 7,000
€5,600 - 7,900

Provenance

Sotheby's, The Greek sale, 17 May 2010, London, lot 85.
Acquired from the above sale by the present owner.



ART TO SAVE LIVES

Médecins Sans Frontières (MSF) is an international, independent, medical humanitarian organization that delivers emergency aid to people affected by armed conflict, epidemics, natural disasters and exclusion from healthcare. MSF offers assistance to people based on need, irrespective of race, religion, gender or political affiliation.

In response to the acute refugee crisis taking place in Greece, over 500 MSF staff are currently providing medical care, shelter, water and sanitation and distributing relief items to refugees as well as operating rescue missions at sea. MSF has provided medical and humanitarian aid to more than 100.000 refugees.

Renowned Greek artist Takis has donated to MSF Greece his series *Magnetic Walls – The 4th Dimension* in order to support MSF's humanitarian cause. Overwhelmed by the situation in Greece, the artist has requested that two of the artworks be sold to support MSF's refugee projects.



88^{AR}

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

a) White Magnetic Wall
with artist's stamp (on the stretcher)
metal, magnets and oil on canvas
45 x 35 cm.

b) Blue Magnetic Wall
with artist's stamp (on the stretcher)
metal, magnets and oil on canvas
45 x 35 cm.

(2)

£8,000 - 10,000

€9,000 - 11,000

Provenance

Collection Médecins Sans Frontières, Greece.

Each work is accompanied by a certificate of authenticity signed by Takis.



- incl. I

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Tuesday December 5, 1pm
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ROY LICHTENSTEIN (1923-1997)

Two Paintings: Sleeping Muse

Woodcut, lithograph and
screenprint in colors, 1984

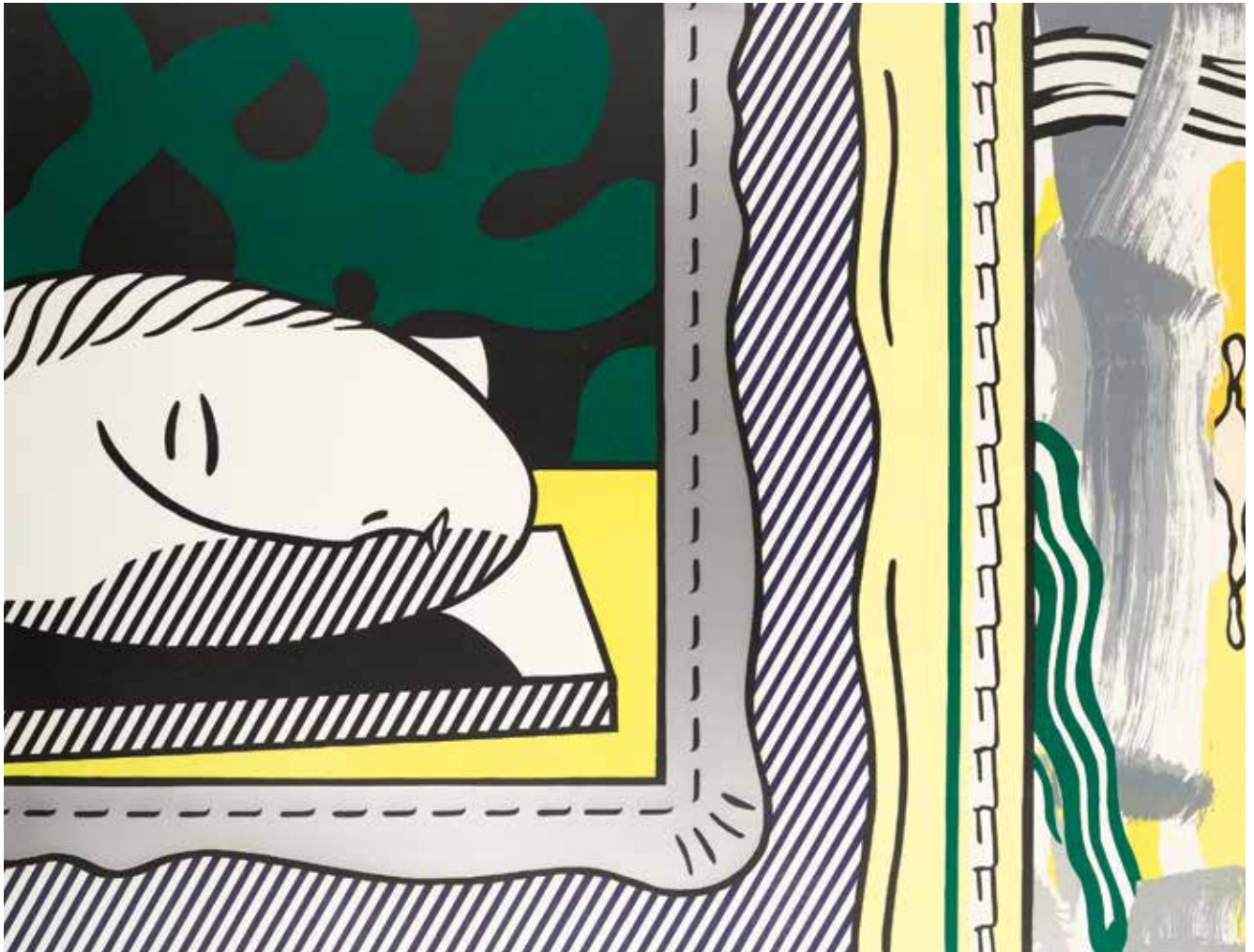
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of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams'* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

to any person even if that person has completed a *Bidding Form*.

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

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

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

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*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to *Bonhams* 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

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

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

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

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over £100,000.

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 licensing 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 Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the *Sale* of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the *Sale* of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

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

9 THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	7.3.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	7.4	to terminate this agreement immediately for your breach of contract;	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	to retain possession of the <i>Lot</i> ;	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	8.1	to remove, and/or store the <i>Lot</i> at your expense;	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	8.1.1	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	8.1.2	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	8.1.3	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	8.1.4	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	10 OUR LIABILITY	10.1
7.1.8	8.2	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	8.2.1	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	8.2.2	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	9 FORGERIES	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	9.1	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	10.2.3	damage to tension stringed musical instruments; or
	9.2	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
	9.2.1	Paragraph 9 applies only if:	10.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
	9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
	9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.2.3	damage to tension stringed musical instruments; or

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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U.S.A.
Kate Wollman
+1 415 503 3221
Erin McGrath
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

UNITED KINGDOM

London
101 New Bond Street •
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

Montpelier Street •
London SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

South East England

Guildford
Millmead,
Guildford,
Surrey GU2 4BE
+44 1483 504 030
+44 1483 450 205 fax

Isle of Wight

+44 1273 220 000

Representative:
Brighton & Hove
Tim Squire-Sanders
+44 1273 220 000

West Sussex

+44 (0) 1273 220 000

South West England

Bath
Queen Square House
Charlotte Street
Bath BA1 2LL
+44 1225 788 988
+44 1225 446 675 fax

Cornwall – Truro

36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
+44 1872 250 179 fax

Exeter

The Lodge
Southernhay West Exeter,
Devon
EX1 1JG
+44 1392 425 264
+44 1392 494 561 fax

Tetbury

Eight Bells House
14 Church Street
Tetbury
Gloucestershire
GL8 8JG
+44 1666 502 200
+44 1666 505 107 fax

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Dorset
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+44 1935 815 271

East Anglia and Bury St. Edmunds
Michael Steel
+44 1284 716 190

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Norfolk NR10 4JJ
+44 1603 871 443
+44 1603 872 973 fax

Midlands

Knowle
The Old House
Station Road
Knowle, Solihull
West Midlands
B93 0HT
+44 1564 776 151
+44 1564 778 069 fax

Oxford

Banbury Road
Shipton on Cherwell
Kidlington OX5 1JH
+44 1865 853 640
+44 1865 372 722 fax

Yorkshire & North East England

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The West Wing
Bowcliffe Hall
Bramham
Leeds
LS23 6LP
+44 113 234 5755
+44 113 244 3910 fax

North West England

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Vicars Lane,
Chester,
CH1 1QE
+44 1244 313 936
+44 1244 340 028 fax

Manchester

The Stables
213 Ashley Road
Hale WA15 9TB
+44 161 927 3822
+44 161 927 3824 fax

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Jersey JE3 3DL
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+44 1534 759 354 fax

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EUROPE

Belgium
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+32 (0) 2 736 5076
belgium@bonhams.com

France

4 rue de la Paix
75002 Paris
+33 (0) 1 42 61 10 10
paris@bonhams.com

Germany - Cologne

Albertusstrasse 26
50667 Cologne
+49 (0) 221 2779 9650
cologne@bonhams.com

Germany - Munich

Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
munich@bonhams.com

Greece

7 Neofytou Vamva Street
Athens 10674
+30 (0) 210 3636 404
athens@bonhams.com

Ireland

31 Molesworth Street
Dublin 2
+353 (0) 1 602 0990
ireland@bonhams.com

Italy - Milan

Via Boccaccio 22
20123 Milano
+39 0 2 4953 9020
milan@bonhams.com

Italy - Rome

Via Sicilia 50
00187 Roma
+39 0 6 48 5900
rome@bonhams.com

The Netherlands

De Lairessestraat 154
1075 HL Amsterdam
+31 (0) 20 67 09 701
amsterdam@bonhams.com

Portugal

Rua Bartolomeu Dias nº
160. 1º
Belem
1400-031 Lisbon
+351 218 293 291
portugal@bonhams.com

Spain - Barcelona

Teresa Ybarra
+34 930 156 686
barcelona@bonhams.com

Spain - Madrid

Nunez de Balboa no 4-1A
28001 Madrid
+34 915 78 17 27
madrid@bonhams.com

Switzerland - Geneva

Rue Etienne-Dumont 10
1204 Geneva
+41 (0) 22 300 3160
geneva@bonhams.com

Switzerland - Zurich

Andrea Bodmer
Dreikönigstrasse 31a
8002 Zürich
+41 44 281 9535
zurich@bonhams.com

MIDDLE EAST**Israel**

Joslynn Halibard
+972 (0)54 553 5337
joslynn.halibard@
bonhams.com

NORTH AMERICA**USA****San Francisco •**

220 San Bruno Avenue
San Francisco
CA 94103
+1 (415) 861 7500
+1 (415) 861 8951 fax

Los Angeles •

7601 W. Sunset Boulevard
Los Angeles
CA 90046
+1 (323) 850 7500
+1 (323) 850 6090 fax

New York •

580 Madison Avenue
New York, NY
10022
+1 (212) 644 9001
+1 (212) 644 9007 fax

Representatives:

Arizona
Terri Adrian-Hardy
+1 (602) 684 5747
arizona@bonhams.com

California

Central Valley
David Daniel
+1 (916) 364 1645
sacramento@bonhams.com

California

Palm Springs
Brooke Sivo
+1 (760) 350 4255
palmsprings@bonhams.com

California

San Diego
Brooke Sivo
+1 (323) 436 5420
sandiego@bonhams.com

Colorado

Julie Segraves
+1 (720) 355 3737
colorado@bonhams.com

Florida

Jon King
Palm Beach
+1 (561) 651 7876
Miami
+1 (305) 228 6600
Ft. Lauderdale
+1 (954) 566 1630
florida@bonhams.com

Georgia

Mary Moore Bethea
+1 (404) 842 1500
georgia@bonhams.com

Illinois

Ricki Blumberg Harris
+1 (773) 267 3300
chicago@bonhams.com

Massachusetts

Amy Corcoran
+1 (617) 742 0909
boston@bonhams.com

Nevada

David Daniel
+1 (775) 831 0330
nevada@bonhams.com

New Jersey

Alan Fausel
+1 (973) 997 9954
newjersey@bonhams.com

New Mexico

Michael Bartlett
+1 (505) 820 0701
newmexico@bonhams.com

Oregon

Sheryl Acheson
+1(503) 312 6023
oregon@bonhams.com

Pennsylvania

Alan Fausel
+1 (610) 644 1199
pennsylvania@bonhams.com

Texas

Amy Lawch
+1 (713) 621 5988
texas@bonhams.com

Virginia

Gertraud Hechl
+1 (540) 454 2437
virginia@bonhams.com

Washington

Heather O'Mahony
+1 (206) 218 5011
seattle@bonhams.com

Washington DC

Gertraud Hechl
+1 (540) 454 2437
washingtonDC
@bonhams.com

CANADA**Toronto, Ontario •**

Jack Kerr-Wilson
340 King St East
2nd Floor, Office 213
Toronto ON
M5A 1K8
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec

David Kelsey
+1 (514) 894 1138
info.ca@bonhams.com

SOUTH AMERICA**Brazil**

+55 11 3031 4444
+55 11 3031 4444 fax

ASIA**Hong Kong •**

Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax
hongkong@bonhams.com

Beijing

Suite 511
Chang An Club
10 East Chang An Avenue
Beijing 100006
+86(0) 10 6528 0922
+86(0) 10 6528 0933 fax
beijing@bonhams.com

Singapore

Bernadette Rankine
11th Floor, Wisma Atria
435 Orchard Road
Singapore 238877
+65 (0) 6701 8038
+65 (0) 6701 8001 fax
bernadette.rankine@
bonhams.com

Taiwan

Summer Fang
37th Floor, Taipei 101 Tower
Nor 7 Xinyi Road, Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8758 2897 fax
summer.fang@
bonhams.com

AUSTRALIA**Sydney**

97-99 Queen Street,
Woollahra, NSW 2025
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Melbourne

Como House
Como Avenue
South Yarra
Melbourne VIC 3141
Australia
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

AFRICA**Nigeria**

Neil Coventry
+234 (0)8110 033 792
+27 (0)7611 20171
neil.coventry@bonhams.com

South Africa - Johannesburg

Penny Culverwell
+27 (0)71 342 2670
penny.culverwell@bonhams.com

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101 New Bond Street
London
W1S 1SR

+44 (0) 20 7447 7447
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