

THE GREEK SALE

Monday 10 April 2017



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THE GREEK SALE

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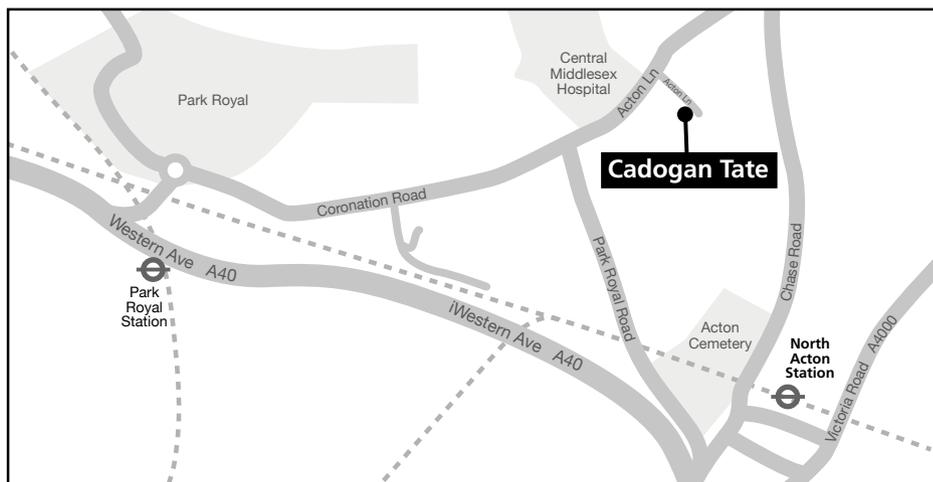
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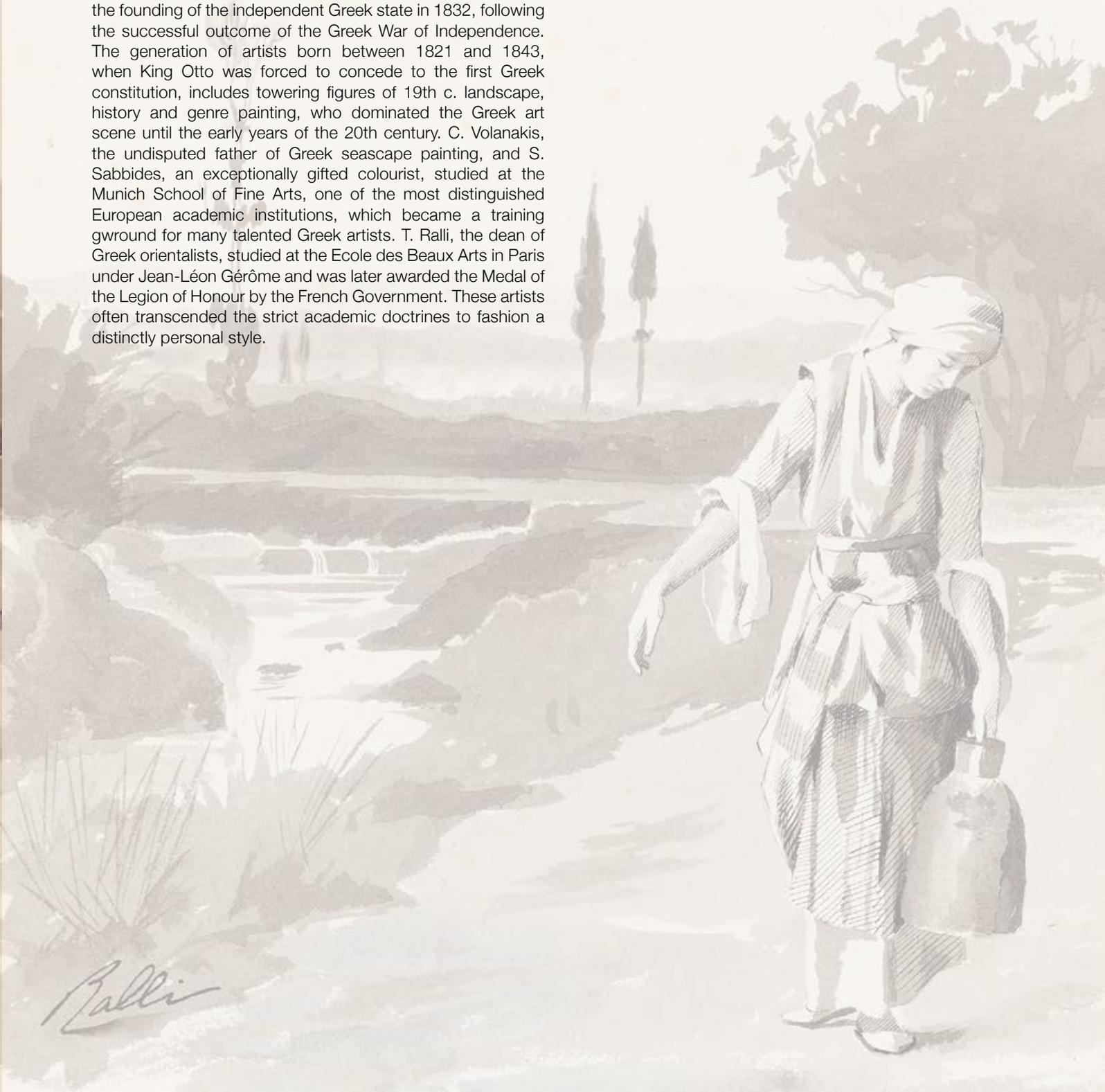
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THE EMERGENCE OF MODERN GREEK ART

The starting point for the art of Modern Greece coincides with the founding of the independent Greek state in 1832, following the successful outcome of the Greek War of Independence. The generation of artists born between 1821 and 1843, when King Otto was forced to concede to the first Greek constitution, includes towering figures of 19th c. landscape, history and genre painting, who dominated the Greek art scene until the early years of the 20th century. C. Volanakis, the undisputed father of Greek seascape painting, and S. Sabbides, an exceptionally gifted colourist, studied at the Munich School of Fine Arts, one of the most distinguished European academic institutions, which became a training ground for many talented Greek artists. T. Ralli, the dean of Greek orientalists, studied at the Ecole des Beaux Arts in Paris under Jean-Léon Gérôme and was later awarded the Medal of the Legion of Honour by the French Government. These artists often transcended the strict academic doctrines to fashion a distinctly personal style.



1

THÉODORE JACQUES RALLI (1852-1909)

Thirteen drawings for the novel by Dimitrios Vikelas 'Loukis Laras (1879)'

all signed 'Ralli'

gouache and ink on cardboard

22 x 29 cm, 22.5 x 28.5 cm, 23 x 29 cm, 24 x 29 cm, 24 x 29.5 cm, 24 x 30 cm, 24 x 30.2 cm, 24 x 30.5 cm, 24 x 30.5 cm, 24 x 30.5 cm, 24.5 x 30 cm, 25 x 30.5 cm, 29 x 34 cm.

(13)

£8,000 - 12,000

€9,400 - 14,000

Painted c. 1879.

Provenance

Dimitrios Vikelas descendants.

Exhibited

Cairo, Salon, 1892.

Athens, Benaki Museum - Museum of Islamic Art, *Theodoros Ralli. Looking East*, December 11 - February 22, 2015, no. 36, 38, 39 (illustrated in the exhibition catalogue, pp. 80-81).

Literature

D. Vikelas, *Louki Laras*, trad. Auguste, Marquis de Queux de Saint-Hilaire, Librairie de Firmin-Didot, Paris 1892 / *Loukis Laras*, G. Kasdonis editions, Athens 1892, pp. 14, 35, 87, 91, 92, 129, 132, 137, 151, 170, 188, 231, 240 (illustrated).

Journal Officiel newspaper, 15.2.1892.

Asty newspaper, 1-2.3.1892.

Monte Elegant newspaper [1892], (Th. Ralli archive, A, 43).

M. Palioura, *The Painting Oeuvre of Theodoros Ralli (1852-1909)*, doctoral dissertation, University of Athens, Athens 2008, vol. II, no. 5, 12, 27, 29, 30, 39, 40, 43, 50, 55, 58, 70, 73, p. 377 (illustrated).

In 1892, the first illustrated editions of D. Vikelas's *Loukis Laras*¹ novel were published in Greek and French. To make his novel more attractive and at the same time promote Greek art to a wider audience, the author and legendary Greek businessman, writer and first President of the International Olympic Committee Demetrius Vikelas (1835-1908), commissioned the illustrations from Theodoros Ralli, the dean of Greek orientalist painters. To get a better sense of the place where the story unfolded, the artist made a trip to the island of Chios and prepared his drawings in situ. The end result, a fine collection of graceful and idealised images immersed in an atmosphere of romantic elegance, was met with enthusiastic reviews by both the Greek and French press.

The 1892 *Loukis Laras* edition—the first illustrated edition of a Greek literary work—coincided with Ralli's "Egyptian period" (1890-1894) during which the artist resided in Cairo. Some of the initial *Loukis Laras* drawings premiered at the annual Cairo Salon in February 1891, while the full suite was exhibited at the same venue the following year.²

1. A milestone of 19th c. Greek literature written in Paris in 1878, *Loukis Laras* relates the adventures of London-based Chiot merchant Lucas Zifos during the Greek War of Independence.

2. See Theodoros Ralli, *Looking East*, exhibition catalogue, Benaki Museum - Museum of Islamic Art, Athens 2015, p. 17.







CONSTANTINOS VOLANAKIS (1837-1907)

Afternoon by the seashore
signed twice in Greek (lower left)
oil on canvas
68 x 96 cm.

£80,000 - 120,000

€94,000 - 140,000

Provenance

Kallimassioti family, Piraeus.
Private collection, Athens.

Literature

S. Lydakakis, *Volanakis*, Athens, 1997, p.111 (illustrated)

The great spectacle of the open sea, the absolute stillness of the hour, the mellow warmth of the atmosphere and the overall poetry of the scene are contemplated by a genteel, solitary male figure with hat and walking cane, portrayed next to caiques hauled ashore and fishermen mending their nets. (Compare *The Piraeus harbour from the royal pier*, Municipal Gallery of Piraeus, and *Coast of Phaleron*, Collection of the Bank of Greece, Athens). Enchanted and transfixed, with his back to the viewer, the hatted gentleman has interrupted his coastal stroll to enjoy the view, indirectly inviting whoever stands in front of the work to imitate him by turning their gaze towards the sea. In this way, he acts as a “host”, an intermediary between the painted scene and the viewer, suggesting the way the picture should be admired as an object of beauty and value.

As noted by Professor M. Vlachos, there are two conjectures regarding the identity of the solitary male figure portrayed in a number of Volanakis's coastal and harbour views.¹ According to the first one, he is possibly an affluent ship-owner or merchant, a resident of Piraeus and prominent member of the shipping community that contributed to the city's prosperity and from which Volanakis had received a number of commissions. The second interpretation is that the hatted man is the artist himself, a view that according to legendary collector Euripides Koutlides (1890-1974) has always been quite popular among collectors and connoisseurs. It should be noted that the Rückenfigur—figure seen from behind—harkens back to antiquity and it traverses European iconography, especially during the Renaissance, as an artist's self-portrait. It is also a recurrent theme featured in a variety of ways by many 19th c. artists, mainly Caspar David Friedrich and Gustave Courbet, whose work Volanakis was acquainted with.

Here, the soft gradations of light and shade, the unity of effect, the sense of space and the loving delicacy with which Volanakis observed every nuance of the seascape and cloudscape are the artist's means of conveying a feeling of peace and expressing his view of the transience of life. “His romantic soul seeks inner peace in the beauty of a dream world full of light and colour, where reverie is a kind of prayer,”² inspiring the viewer to adopt a dreamlike attitude towards life.

1. See M. Vlachos, “The Viewer as Intermediary in Volanakis' Paintings” in *Constantinos Volanakis 1837-1907, Poet of the Sea*, exh. cat., Hellenic Maritime Museum / Aikaterini Laskaridi Foundation, Athens 2009, p. 52. See also M. Vlachos, *Volanakis*, Peak publishing, Athens 2017, p. 124.

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





3

SYMEON SABBIDES (1859-1927)

The hero Papaflessas in battle
signed with initials 'S.S.' (lower right)

oil on canvas
35.5 x 47.5 cm.

£5,000 - 7,000

€5,800 - 8,200

Literature

M. Kasimati, *Symeon Sabbides, His Life and Work*, Adam-Pergamos
editions, Athens 2006, no. 310, p. 336 (discussed), p. 337 (illustrated).



4

GREEK SCHOOL (19TH CENTURY)

The Martirdom of Patriarch Gregorios the 5th

oil on canvas

57 x 71.5 cm.

£6,000 - 8,000

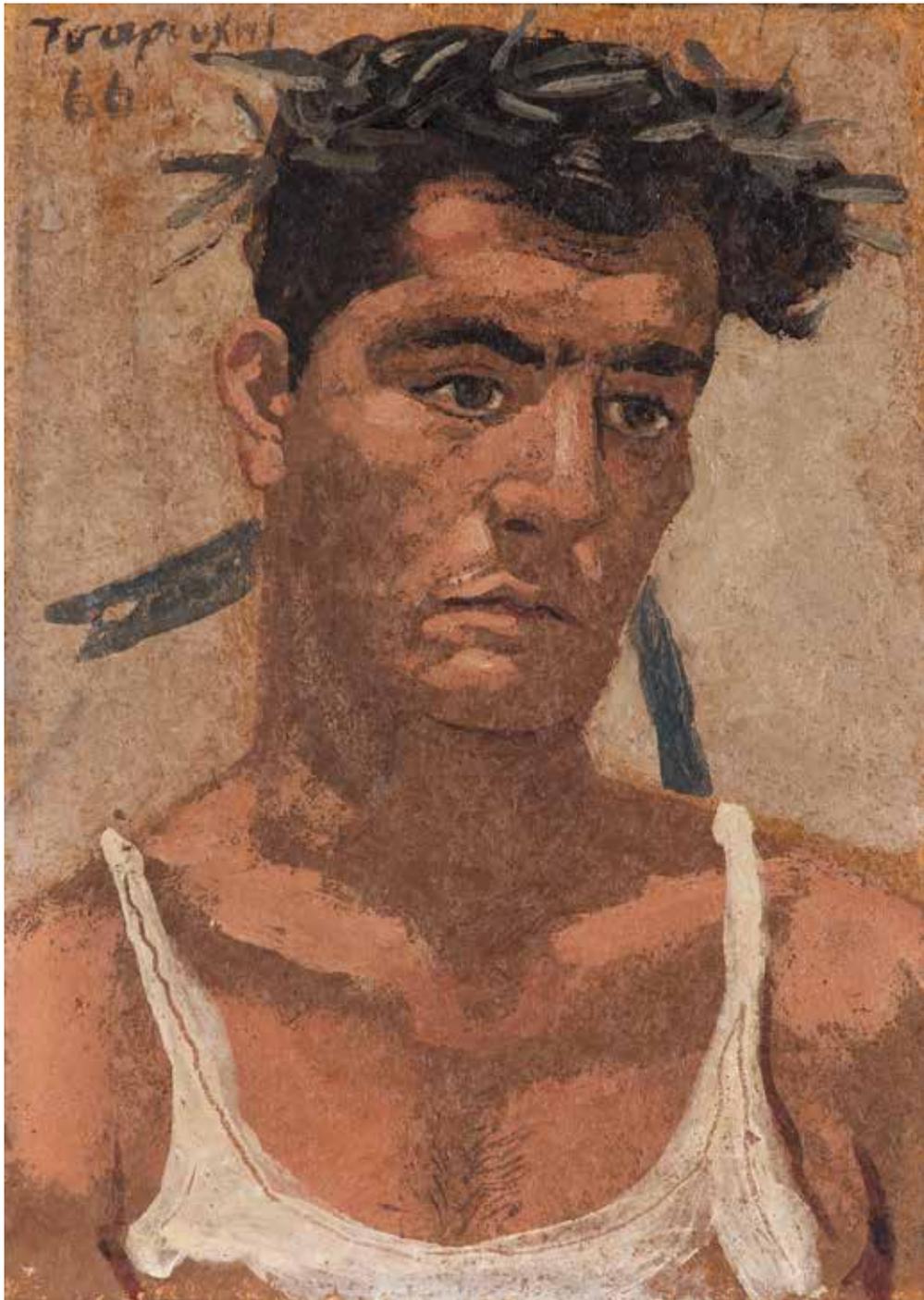
€7,000 - 9,400

According to a report accompanying the work by the UCL Painting Analysis Ltd, History of Art Dpt., University College London, all the pigments and materials are compatible with a date in the second part of the 19th. Century, between 1860 and 1890.

THE QUEST FOR GREEKNESS

In the period between the two World Wars, the pursuit of Greekness was a key concern of the 1930s generation of prominent artists, composers and writers, including Nobel laureates G. Seferis and O. Elytis. The revival of Byzantine art by F. Kontoglou and the discovery of Theofilos's folk painting were instrumental in the development of the movement. Seeking a return to the roots, these artists drew from the storehouse of Greek cultural tradition—from ancient vase painting, Hellenistic portraiture and Byzantine mosaics to folk decorative arts and shadow puppet theatre. These indigenous cultural sources provided a fresh impetus in exploring a deeper pictorial truth and were combined with European avant-garde trends, such as cubism (N. Hadjikyriakos-Ghika), fauvism (Y. Tsarouchis, D. Diamantopoulos), geometric abstraction (Y. Moralis), symbolism (G. Gounaropoulos, P. Rengos), metaphysical painting and surrealism (G. Steris, N. Engonopoulos). By seeking the true essence of Greekness and assimilating many diverse elements, the artists of the 1930s generation made a bold and original cultural statement at a time when Greece was embarking on a pursuit of its cultural identity and self-determination, following the Asia Minor disaster in 1922.





5 AR

YIANNIS TSAROUCHEIS (1910-1989)

The Olympic champion
signed in Greek and dated '66' (upper left)
oil on hardboard
18 x 12.5 cm.

£5,000 - 7,000

€5,800 - 8,200

Provenance

Tiggy Kotzia collection, Athens.
Private collection, Athens.

Distilled with marvellous restraint, this bust-length portrait of a young Greek male epitomizes Tsarouchis's signature subject. (Compare *Wreathed youth*, Yannis Tsarouchis Foundation, no. 688). Captured in earthy colours highlighted by solid outlines and confident brushwork, the wreathed youth conveys an atmosphere of pensive serenity and grace, echoing the artist's earlier *Thinker* series or even Gysis's psychologically acute portraits, while the slightly low vantage point lends a sense of reserved authority and lofty stature. The simplified design, pronounced linearity, genuineness of character and purity of form are also reminiscent of Fayum portraiture, which was a major source of inspiration for Tsarouchis in his effort to reinterpret the age old tradition of Greco-Roman and Byzantine art in a modern and vigorous manner.

6 AR

YIANNIS TSAROUCHEIS (1910-1989)

Basket with peaches
signed in Greek and dated '70' (lower right)
oil on board
36 x 48.8 cm.

£10,000 - 15,000

€12,000 - 18,000

Provenance

Private collection, Paris.

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

A hidden gem, executed in Paris in 1970 by one of the most enduring signifiers of twentieth century Greece, *Basket with peaches* conveys a sense of lyrical romanticism. Painted in a serene and joyous spirit with a radiance of iridescent and sensitive colours, it is akin to the pictorial world of folk art and reminiscent of its powerful immediacy and disarming sincerity. The whole picture is enchantingly beautiful, speaking to us in a lyrical idiom of quietude, contentment and the joie de vivre.

Basket with peaches, which is a study for Teriade’s *Four Seasons* by Tsarouchis (see *Basket with peaches*, oil on paper dated 75, in *Yannis Tsarouchis (1910-1989) Painting*)², is a representation dominated by genuineness of character and purity of form. These beautifully painted peaches show how skilfully the artist applied his familiarity with the themes and techniques of the Western tradition of painting which he then blended with his own very Greek sensibility. Thus, echoes of Caravaggio’s chiaroscuro are evident in the well-executed peaches that are in discreet and appealing contrast with the dark and neutral background in which they are set, harmoniously unifying the composition into a captivating work of art.

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

2. See *Yannis Tsarouchis (1910-1989) Painting*, *Yannis Tsarouchis Foundation*, Athens 1990, p. n.405.



THEOFILOS HADJIMICHAEL (1871-1934)

Aphrodite, the goddess of beauty
 inscribed with title (upper right)
 natural pigments on canvas laid on board
 62 x 41 cm.

£18,000 - 25,000

€21,000 - 29,000

Provenance

Y. Michailidis collection, Mytilene, Greece.

Exhibited

Mytilene, Tourist Pavilion, *The Painter Theofilos on Mytilene*,
 October 7-30, 1962, no. 24 (listed in the exhibition catalogue).

Literature

Theofilos, Commercial Bank of Greece edition, Athens 1966,
 no. 195 (illustrated).

G. Petris, *The Painter Theofilos*, Exandas editions, Athens 1978,
 p. 43 (referred).

Epopeteia magazine, no. 41, December 1979, p. 997 (illustrated).

Ancient Greek mythological subjects comprise a significant subset of Theofilos' iconography. As noted by G. Petris, a prominent scholar of Greek folk art, "Theofilos had a clear preference for the ancient gods, not as part of elaborate compositions but as single figures."¹ Here, Aphrodite (Venus), the Goddess of Beauty as inscribed at the top of the painting, is portrayed riding a sea turtle, which functions as a pedestal, accompanied by white doves against an azure sky and a turquoise sea. In ancient Greece, Aphrodite Anadyomene (sea-born) was supposed to grant a calm sea and a prosperous voyage, and was worshipped by fishermen and sailors. Both in the East and in Greece the affectionate white doves—the birds of love—were sacred to her and a team of them pulled her chariot.² Images of Aphrodite and her sacred doves are found in archaic statuary as well as in early Renaissance paintings. Aphrodite Urania (heavenly) was associated with chelone, more probably a sea turtle than a tortoise since the goddess was born of the sea. Pausanias describes a chryselephantine statue of her by Phidias portraying her resting one foot on a turtle, while according to Plutarch, Aphrodite and the turtle were associated with marriage and fertility.³

Besides drawing from the vast storehouse of ancient Greece, Theofilos is perfectly at home with the rich tradition of Byzantium. His female figure emulates purely Byzantine models, such as egg-shaped faces, well-delineated features and frontal approach. Moreover, the inclusion of the title at the top of the painting, in addition to expressing a longing for knowledge following the Ottoman occupation, denotes a unification of iconographic and linguistic symbols in a uniform and living Greek myth.⁴ Ingeniously combining a vibrant palette and a lively and confident brushwork with a deep sense of Greekness through the ages, Theofilos became a point of reference for the Greek intellectuals of the 20th century. "His roots go way back to the ancient Aegean and it is this heritage that makes him paint in a distinctly Greek manner."⁵

1. G. Petris, *The Painter Theofilos* [in Greek], Athens 1978, pp. 42-43.
2. See *The Gods of Olympus*, T. Fisher Unwin, London 1892, p. 96.
3. See S.B. Pomeroy, *Women in Hellenistic Egypt, from Alexander to Cleopatra*, Wayne State University Press, Detroit 1984, pp. 33-34.
4. H. Kambouridis - G. Levounis, *Modern Greek Art, The 20th Century*, Athens 1999, p. 43
5. A. Xydis, *Proposals for the History of Modern Greek Art* [in Greek], vol. 1, Athens 1976, p. 36-38.

Please note that due to Greek regulation, this lot cannot be exported from Greece and will be available for viewing and inspection in Athens either by appointment or during the Athens Preview, 28-30 March 2017. This work will be located in Athens during the auction.



Ἀφροδίτη Θεὰ τῆς
ἑραύσεως.

8 AR

NIKOS ENGONOPOULOS (1910-1985)

The Poet and his Muse

oil on canvas

85.5 x 63 cm.

£30,000 - 50,000

€35,000 - 58,000

Provenance

Nelly Andrikopoulou collection.

Private collection, Athens.

This work has been requested for the exhibition *Nikos Engonopoulos* at the Basil and Eliza Goulandris Museum, Andros, summer 2017.

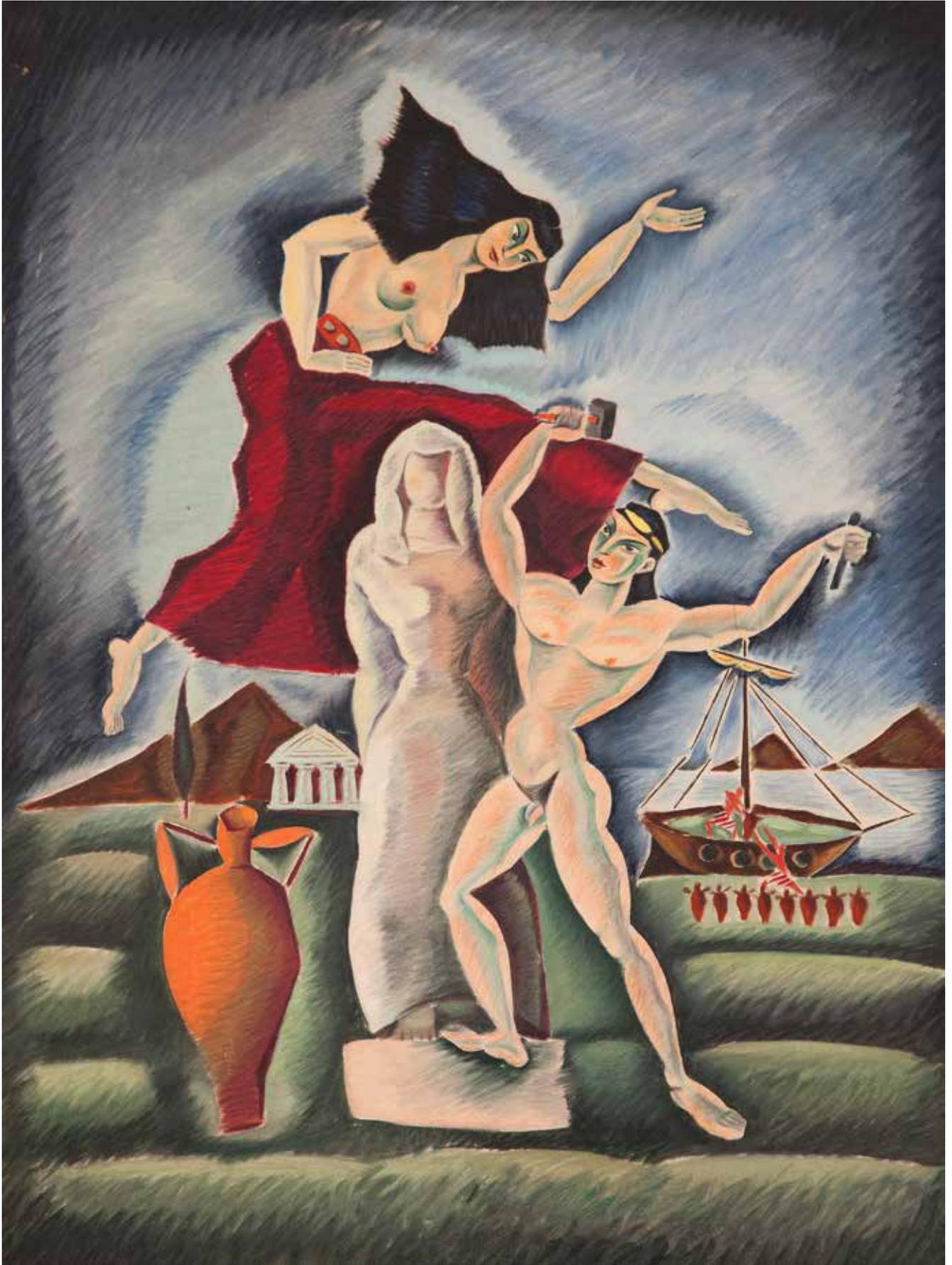
A remarkable find from Engonopoulos's fervently sought after pre-war period, *The Poet and his Muse* demonstrates the painter's lifelong fascination with ancient Greek subjects, which he consistently used in his effort to reinterpret his long and rich native tradition in a modern and vigorous manner. Here, a young and virile ancient Greek sculptor, holding the tools of his trade—a hammer and chisel—and standing in front of his unfinished kore, faithfully reflects his attitude towards painting as an ideal vehicle to probe into the world of Greekness.

Engonopoulos's persistence on the historical past and indigenous cultural experiences indicates that "while European surrealists used an irrational vocabulary to break free from the shackles of traditional conventions, the Greek artist perceived tradition as a 'connecting link' that would restore cultural continuity."¹ 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."²

Hovering over the figure of the nude artist, a beautiful half-naked muse affords Engonopoulos the opportunity to render the female form, which, always beautiful and seductive, would become a constant source of inspiration throughout his career. As noted by N. Loizidi, "Engonopoulos's mannequins are not generic androgynous figures but persons with clearly defined gender characteristics. Women are represented with voluptuous curves and daringly rendered nipples."³ The male-female theme evolved into such signature works as *The Poet and his Muse*, *Orpheus and Eurydice* and *The Artist and his Model*.

A key element throughout Engonopoulos' artistic career, colour assumes a leading role in *The Poet and his Muse*. Applied side by side, the enamel-like reds, blues, greens and oranges invite the viewer to a festive ritual of pure colour. "Engonopoulos is a wizard with colour, which he handles with conscious daring, unique aptitude and undisputed love."⁴ As E. Engonopoulou, his daughter, notes, "for him each colour had its own value, its own voice"⁵; much the same as in Byzantine art, which Engonopoulos always considered the art form Greeks most closely relate to.

1. N. Loizidi, "The Indigenous Surrealism of Nikos Engonopoulos" [in Greek], *To Vima* daily - Nees Epoches, 21.10.2007, p. A57.
2. M. Lambraki-Plaka "The Timeless Pantheon of Nikos Engonopoulos" [in Greek], *Filologiki* quarterly, no. 101, October-November-December 2007, p. 9.
3. N. Loizidi, "Regarding Jef, Midnight's Great Automaton" [in Greek] in *Location: Engonopoulos*, exhibition catalogue, Macedonian Museum of Contemporary Art, Thessaloniki 2007, p.11.
4. S. Boulakian, "The Work of Nikos Engonopoulos" in *Greek Painters-20th Century* [in Greek], Melissa publ., Athens 1974, p. 262.
5. E. Engonopoulou, "Freedom and Discipline" in *Nikos Engonopoulos, The Painter and the Poet*, p. 23.





g AR

SPYROS VASSILIOU (1902-1984)

View of Eretria

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

oil and gold leaf on canvas

81 x 116 cm.

£9,000 - 12,000

€11,000 - 14,000



10 AR

SPYROS VASSILIOU (1902-1984)

Carousel by the beach

signed in Greek and dated '62' (lower right)

egg tempera on panel

53x 72 cm.

£7,000 - 10,000

€8,200 - 12,000



11 AR

YIANNIS TSAROUCCHIS (1910-1989)

A pair of flower compositions
signed in Greek (lower right)

gouache on card

52.5 x 42.5 cm and 52.5 x 43.5 cm.

(2)

£6,000 - 8,000

€7,000 - 9,400

Provenance

Private collection, Athens.

Both works have been reproduced in screen print, published in the book Tsarouchis, Multiple copies 1936-89, Archives of Santorini Studies D.Tsitouras Collection, Athens 1989, ill. 92,93, pp 136-137.



12 AR

SPYROS VASSILIOU (1902-1984)

The welcome offering
signed in Greek and dated '78' (lower centre)
oil and gold and silver leaf on canvas
120 cm. diameter

£15,000 - 20,000

€18,000 - 23,000

Provenance

The artist's collection.
S. Michalarias sale of 20 October 1987, lot 89.
Sotheby's Greek sale of 22 November 2010, lot 85.
Private collection, Athens.

Exhibited

Athens, Athens Art Gallery, *Spyros Vassiliou 1928-1978*,
October 1978 (illustrated in the exhibition catalogue).
Volos, Epsilon-Mi Gallery, *Spyros Vassiliou*, Chryssokondylies '80,
October 23 – November 8, 1980 (illustrated in the exhibition's poster).
Athens, Dimitris Pierides Gallery of Modern Greek Art, *Vassiliou's
Athens*, retrospective exhibition, April 10-20, 1984, no. 34 (illustrated
in the exhibition catalogue, cover illustration).
Larissa, Municipal Gallery - Y.I. Katsigras Museum, *Spyros Vassiliou*,
October 4-24, 1984 (illustrated in the exhibition catalogue).

Literature

H. Kambouridis, *Spyros Vassiliou*, Exhibitions, Ikaros editions,
Athens 1982, pp. 230 (illustrated), 287 (illustrated).
The Athenian magazine, vol. XI, no. 128, June 1984, p. 56 (discussed).
Greek magazine clip, 1987 (illustrated).

13 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

River and Rushes

signed and dated 'Ghika/66' (lower right);

signed, dated and titled 'Ghika/66/River and Rushes' (on the reverse)

oil on canvas

99 x 73 cm.

£30,000 - 40,000

€35,000 - 47,000

Provenance

Private collection, London.

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

Painted in 1966, *River and Rushes*, a vivacious and luminous landscape represented by a colourful maze of green, grey and beige tones and shapes ruled by a severe and at the same time harmonious geometry, aptly illustrates Ghika’s innovative approach and mystical connection to nature: “The artist discovers pulsating rhythms derived from his intimate relationship with nature. He discovers them in the leaves and insects, in the light and the shadows cast by wind swayed trees, in the flight of birds and the nuances of colour. In other words, I want the viewer to feel the knife used to carve out nature. I want him or her to even feel the music, the sounds emanating from the orchestration of different forms, different shapes, different lines and not only the orchestration but, if possible, even the inherent scent they exude, which is the most elusive sense of all.”²

In his quest for Greekness Ghika created his own visual universe and established his personal artistic language that was inseparably linked to the luminosity and radiance of the Mediterranean light and landscapes of Greece. *River and Rushes* thus reinforces the artist’s creative harmony and purity and shows how Ghika skilfully analysed the Greek landscape and intense natural light into simple geometric shapes and interlocking planes that form his poetical compositions.

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

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





14

THEOFILOS HADJIMICHAEL (1871-1934)

Saint Savas

inscribed with title (recto) and dated 1924 (on the reverse)

natural pigments on panel

33 x 21 cm.

£6,000 - 8,000

€7,000 - 9,400

Please note that due to Greek regulation, this lot cannot be exported from Greece and will be available for viewing and inspection in Athens either by appointment or during the Athens Preview, 28-30 March 2017. This work will be located in Athens during the auction.



15 AR

POLYKLEITOS RENGOS (1903-1984)

Baigneuses

oil on canvas

125 x 180 cm.

£10,000 - 15,000

€12,000 - 18,000

Exhibited

Thessaloniki, Vafopoulio Cultural Center, 27/1 – 28/2/1999, no 73.

Thessaloniki, Emporiki Leschi, 1935, no 93.

Athens, Asylo Technis, 1936 – 37, no 63.



Artist's wife in front of *Baigneuses* at the Asylo Technis Exhibition in Athens. *Notre Maitre la Nature/Baigneuses*, which was sold at the Bonhams Greek Sale in November 2016, is also displayed on her right.

16 AR

NIKOS ENGONOPOULOS (1910-1985)

The Well, 1981

signed in Greek and dated '1981' (lower right)

oil on canvas laid on board

55 x 46 cm.

£30,000 - 50,000

€35,000 - 58,000

Provenance

Gallery 3, Athens.

Private collection, Athens.

Exhibited

Athens, Galerie "3", *Nikos Engonopoulos retrospective*,

March 23 - April 15, 1981, no. 31.

Athens, Galerie "3", *Nikos Engonopoulos Painting 1975-1985*,

November 4-30, 1985, no. 17.

Literature

Epiplo+Phos magazine, no. 2, 1981, p. 96 (illustrated).

K. Perpinioti-Agazir, *Nikos Engonopoulos, His Pictorial Universe*, Benaki Museum, Athens 2007, cat. no. 1109, p. 203 (illustrated), 384 (illustrated), 520 (illustrated).

Elegant and masculine with an athletic built, Engonopoulos's phantom-like mannequin figure introduces the viewer to a fascinating world of poetic metaphor. "I am not interested in the face" the great Greek surrealist often remarked. "Each may at his will, place mine or his own there. It's only the body that I paint. I love it because it is the chalice of life. As sparkling as life is when young."¹

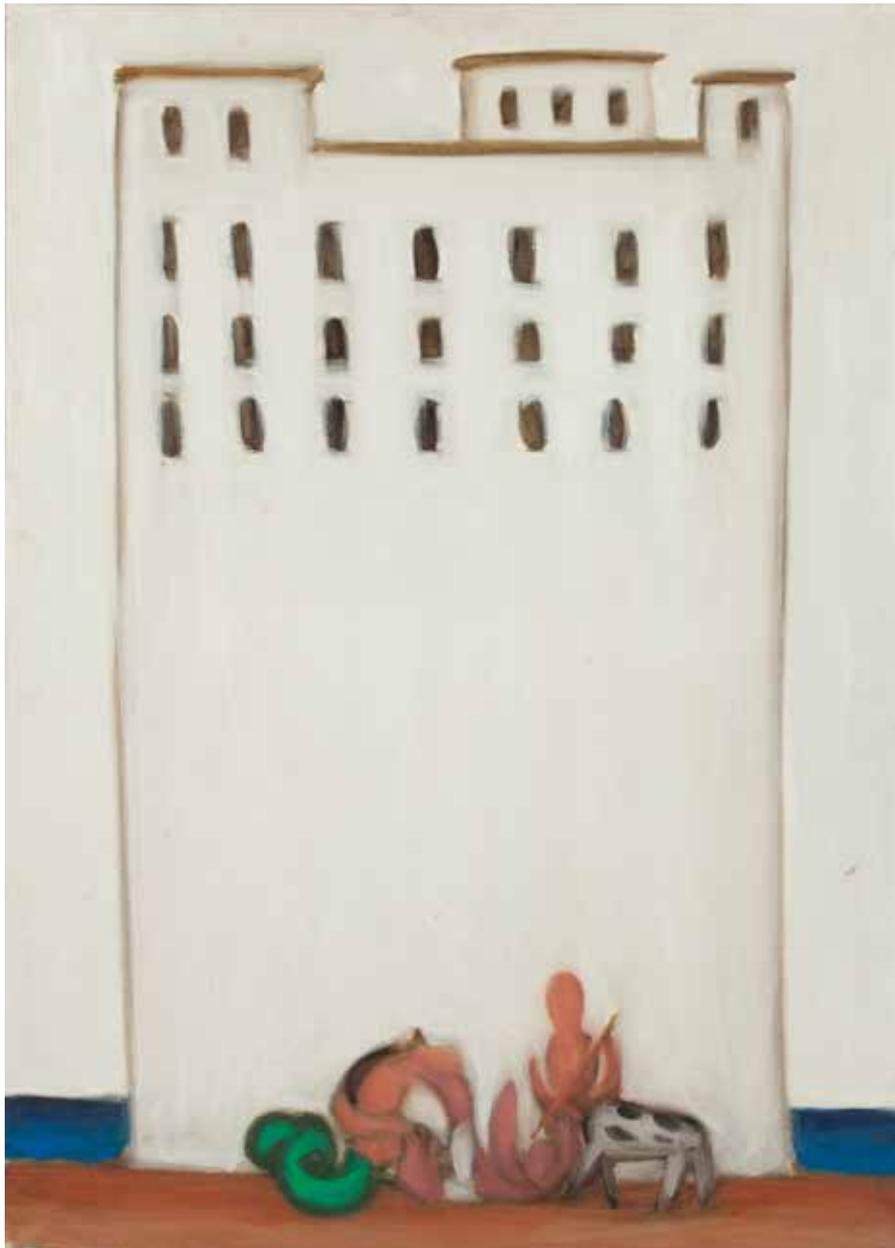
As noted by Athens National Gallery Director M. Lambraki-Plaka, "Engonopoulos's figures may draw their origin from Giorgio de Chirico but they are unmistakably Greek, reminiscent of the Minoans immortalised on the Knossos frescoes and the early kouroi, while alluding to the tall and slender formula of the Byzantine saints also evident in El Greco's work."² 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."³ As perceptively argued by art historian N. Loizidi, "Engonopoulos gave us one version of surrealism, universal but at the same time deeply rooted in Greekness."⁴

Here, a young Greek getting water from a well is the protagonist of a visual act that takes place outdoors in a shallow space reminiscent of a theatrical stage set.⁵ "The lack of vast open spaces and supernatural landscapes whose sheer size nullifies the human scale is a typically Greek element. Engonopoulos's work emulates Greece's natural environment, a setting that both frames and accentuates human activity."⁶ "The artist doesn't hesitate to explore the correlations between theatrical and pictorial space and introduce the theatrical into his painting."⁷ This sense of theatricality is accentuated by the use of vivid colour, a key element throughout Engonopoulos's career. Enamel-like blues, bright reds, fluorescent oranges and sparkling yellows invite the viewer to a festive ritual of vision. "Engonopoulos was a wizard with colour, which he handled with conscious daring, unique aptitude and undisputed love."⁸ For him each colour had its own value, its own voice, much the same as in Byzantine art, which Engonopoulos always considered the art form Greeks most closely relate to.⁹

The composition also features two cones, a sphere and a cylinder, whose unexpected inclusion subverts -in a typical surrealist fashion- the conventional ways with which rational thought perceives reality. These archetypal geometric forms echo the ideal world of Plato who considered them pure beauty and fundamental elements for building the universe. Elemental and three-dimensional, they also seem like stemming from a Bauhaus sculpture workshop in the 1920s, forming an imaginary cultural bridge that spans the millennia. As noted by Walter Gropius, the great German architect and founder of the Bauhaus School, these original geometric shapes are purely abstract entities that dash through time and space, ensuring validity in all human creations.

1. Apogevmatini daily, 2.8.1969. See also *An Interview with Nikos Engonopoulos*, Manna, no 5, May 1974.
2. M. Lambraki-Plaka, *The Timeless Pantheon of Nikos Engonopoulos* [in Greek], Filologiki quarterly, no. 101, October-November-December 2007, p. 9.
3. D. Papastamos, preface to the *Nikos Engonopoulos retrospective* (exh. cat.) [in Greek], National Gallery-A. Soutzos Museum, Athens 1983, p. 8.
4. N. Loizidi, *Surrealism in Modern Greek Art* [in Greek], Athens 1984, p. 181.
5. See A. Kafetsi, *Stage Setting Paradoxes of N. Engonopoulos* [in Greek], Hartis journal, no.25/26, November 1988, p. 32.
6. S. Boulakian, *The Work of Nikos Engonopoulos in Greek Painters-20th Century* [in Greek], Melissa publ., Athens 1974, p. 261.
7. P. Rigopoulou, *Nikos Engonopoulos* in D. Tsouchlou-A.Bacharian, *Stage-Setting in Modern Greek Theatre* [in Greek], Athens 1985, p. 141.
8. Boulakian, p. 262.
9. *Epitheorisi Technis* journal, March 1963, pp. 193-197.





17 AR

DIAMANTIS DIAMANTOPOULOS (1914-1995)

Building with figures and animal
oil on canvas
112 x 81 cm.

£8,000 - 12,000
€9,400 - 14,000

Painted 1949-1978.

Provenance

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

Exhibited

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

18 AR

GERASSIMOS STERIS (GREEK/AMERICAN, 1898-1987)

Dawn
signed (lower right)
oil on canvas
56 x 38 cm.

£12,000 - 18,000
€14,000 - 21,000

Provenance

Andreas Andonopoulos collection, Patras and Athens.
Thence by descent to the present owner.

Exhibited

Athens, Palais de Versailles, April 14 - May 14 1931, no. 19.



Literature

Imerisios Typos newspaper, 26.4.1931.

18 Critical Articles on an Exhibition, Athens 1931, p. 47 (mentioned), p. 46 (illustrated).

Reprinted in *Steris*, Panorama editions, 1982, and *Steris, Works from the Koutoulakis Collection*, exhibition catalogue, Benaki Museum, Athens 2008, p. 370.

T. Gorpas, *Steris*, Panorama Editions, Athens 1982, p. 36 (illustrated).

“This most pellucid of modern Greek painters also happened to be the most mysterious.”¹

O. Elytis

Dawn is a fine example of Steris’s enigmatic style, dominated by subdued palette, reductive schematisation of form and fluid quality of the figures. Mysterious imagery, obscure symbols and mythical allusions lend a dream-like ambiance to the work of Gerassimos Steris that create a mysterious world of poetic fantasy. Drawing from the tradition

of symbolist painting, early cubism, art nouveau and the luminous metaphysical ensembles of G. de Chirico, his work communicates a lyrical atmosphere of meditation and poetic nostalgia. “One of the few instances when modern Greek painting, harmoniously combining familiar symbols with an international expressive vocabulary, acquired a global perspective.”²

Steris was one of the first Greek artists to realise that Modern Greek art involved not mere stylistic and formal upgrading but also a tenacious process of ideologically attuning a historic land to the new international climate of cultural consolidation, within which it was obliged to act as a responsible guardian of a global heritage. His first exhibition in Athens (1931), where the Bonhams lot, *Dawn*, was included, caused a stir and provoked a heated theoretical debate, illustrating more general views concerning the ideological coordinates of Greek modernism.

1. O. Elytis, 1978 as reprinted in *Steris*, p. 9.

2. H. Kambouridis-G. Levounis, *Electronic Gallery of Modern Greek Art* [in Greek], Athens, 1997.



19 AR

FOTIS KONTOGLOU (1895-1965)

Saint Mark
signed in Greek (lower right)
tempera on canvas
70 x 50 cm.

£15,000 - 20,000

€18,000 - 23,000

Provenance

Gifted by the artist to the husband of the current owner.

Kontoglou's ambition was to create a genuine "Greek" art for the 20th century. Although well versed in western art, he believed that the roots of the new artistic vision he sought could be found not in a European aesthetic, but in Byzantine and folk art, whose spontaneity and lack of

sophistication, he felt, came straight from the artist's heart. "Kontoglou was the first Greek of modern times to declare Byzantine art a mode to be followed by living artists. Before him the attitude towards Byzantine art was confined to the erudite study, the preservation and systematic collection of its monuments."¹

Saint Mark is a beautifully executed work, dominated by a strong character, flat rendering of space, absence of chiaroscuro, inner, otherworldly light, earthy colour and schematisation of form that stem directly from the Byzantine and Post-Byzantine pictorial tradition, while the disciplined design and delicate modelling, rendered through fluent brushstrokes, evoke a mood of austerity.²

1. *Theophilos, Kontoglou, Ghika, Tsarouchis, Four Painters of 20th Century Greece*, exhibition catalogue, Wildenstein, London 1975, p. 27.
2. *The Art of Athos*, c.1923, quoted in Nikos Zias, 'The Greek Tradition and Fotis Kondoglou,' *Zygos*, vol. III, Athens, 1984, p. 58.



20 AR

GEORGIOS GOUNAROPOULOS (1889-1977)

Nymphs in a dreamy landscape

signed 'Gounaro' (lower left)

oil on canvas

100 x 125 cm.

£12,000 - 18,000

€14,000 - 21,000

Provenance

Andreas Andonopoulos collection, Patras and Athens.

Thence by descent to the present owner.

21 ^{AR}

NIKOS ENGONOPOULOS (1910-1985)

Nine costume designs for 'Le Bourgeois gentilhomme' by Molière
all signed in Greek and dated '62' (lower right)

watercolour and ink on paper

20 x 14.5 cm (six of them), 20 x 16 cm (three of them)

(9)

£7,000 - 10,000

€8,200 - 12,000

Literature

K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*,
exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens
2007, nos. 741, 744, 745, 746, 747, 749, 750, 751, 752, pp. 326-327
(illustrated), pp. 476-477 (illustrated).



YIANNIS TSAROUCCHIS (1910-1989)

Portrait of Marguerite Lang

signed in Greek and dated '63-73' (lower left)

oil on board

38.5 x 31.6 cm.

£10,000 - 15,000**€12,000 - 18,000**

To be sold with a drawing of Marguerite Lang by the artist, signed in Greek and dated '74' (lower left) and measures 44.5 x 30 cm.

Provenance

Private collection, Paris.

Tsarouchis's portrait of Marguerite Lang, a close assistant of Teriade, is distilled with marvellous restraint. Executed in Paris between 1963-1973, this realistic portrait depicts the artist's subject seated in profile, dominating the foreground and taking up most of the pictorial space, showcasing his honesty of representation and purity of form. As noted by Dr. E. Florou in her book on Yannis Tsarouchis, the artist's portraiture "was aimed at the purely pictorial interpretation of the world experienced first-hand. Tsarouchis's 'play' of forms eternally revolves around the percentage of realism in the picture and the way this would be rendered through the percentage of colour or tone."¹

Whilst in Paris over the period the present work was executed, Tsarouchis developed a friendship with Tériade, a significant art critic, patron and publisher. Tériade collaborated with illustrious artists such as Pierre Bonnard, Marc Chagall, Alberto Giacometti, Fernand Léger, Henri Matisse, Joan Miró, Pablo Picasso to produce series of works for his legendary quarterly journal *Verve* (1937-1960) and the longer-lasting publications *Great Books* (1937-1975).

Set against an ochre background, this impeccably rendered female figure, highlighted by bold brushstrokes reflecting the sitter's strong character, conveys a sense of reserved authority and seriousness that creates a pervading tone of austerity. The work conveys a striking immediacy, impelling the viewer to scratch beyond the veneer to seek the inner world of Marguerite Lang.

1. E. Florou, *Yannis Tsarouchis, his Painting and his Era*, [in Greek], Nea Synora-A.A. Livanis publ., Athens 1989, p. 71.





23 AR

YIANNIS TSAROUCCHIS (1910-1989)

Portrait of Alice Teriade

signed in Greek and dated '7-6-62' (lower right)

gouache on paper

37 x 26.5 cm.

£6,000 - 8,000

€7,000 - 9,400

To be sold with a preparatory drawing by the artist, signed in Greek and dated '6-6-62' (lower right) and measures 47.5 x 27 cm.

Provenance

Private collection, Paris.

“By painting portraits the artist wanted not only to depict the likeness of the characteristics, but to portray, in his own words, the ‘divine part of the face; that which interested him ‘was the oracle of the body and the face’.”¹

In 1962 Tsarouchis, a pivotal member of the Thirties Generation, portrayed Alice Teriade, the wife of his friend Teriade, one of the most prominent publishers and art critics of the 20th century, with a frontal poise, direct gaze and pronounced linearity. In this gouache she gazes outwards in intense scrutiny, while the solid outlines, lively brushwork and bold application of paint convey a striking immediacy and resilient allure as well as a sense of reserved authority and lofty stature. This beautifully executed work, which is accompanied by its drawing, is dominated by honesty of representation, genuineness of character and purity of form that are strongly reminiscent of Fayum portraiture², which was a major source of inspiration for Tsarouchis in his effort to reinterpret the age old tradition of Greco-Roman and Byzantine art in a modern and vigorous manner. The artist himself readily acknowledged the role these Fayum portraits played in his work noting “they helped me see the human face not as an object.”³

1 *Yannis Tsarouchis 1910-1989*, exhibition catalogue, Benaki Museum, Athens 2009, p. 24. (quoting other sources)

2. Realistic and contemplative portraits produced in the Nile Valley during Roman times bearing the marks of an unquestionably Greek style deeply rooted in the Hellenistic School of Alexandria. They kept alive the conventions of naturalistic representation and passed them on to the Byzantine icon painters.

3. Y. Tsarouchis, *Comments on the Works Included in the Yannis Tsarouchis (1910-1989) Painting* [in Greek], Yannis Tsarouchis Foundation, 1990, no. 29, 30, p. iii





24 AR

YIANNIS TSAROUCHEIS (1910-1989)

Seated man

signed in Greek and dated '50' (lower left)

oil on panel

48 x 41.5 cm.

£20,000 - 30,000

€23,000 - 35,000

Provenance

Private collection, Athens.

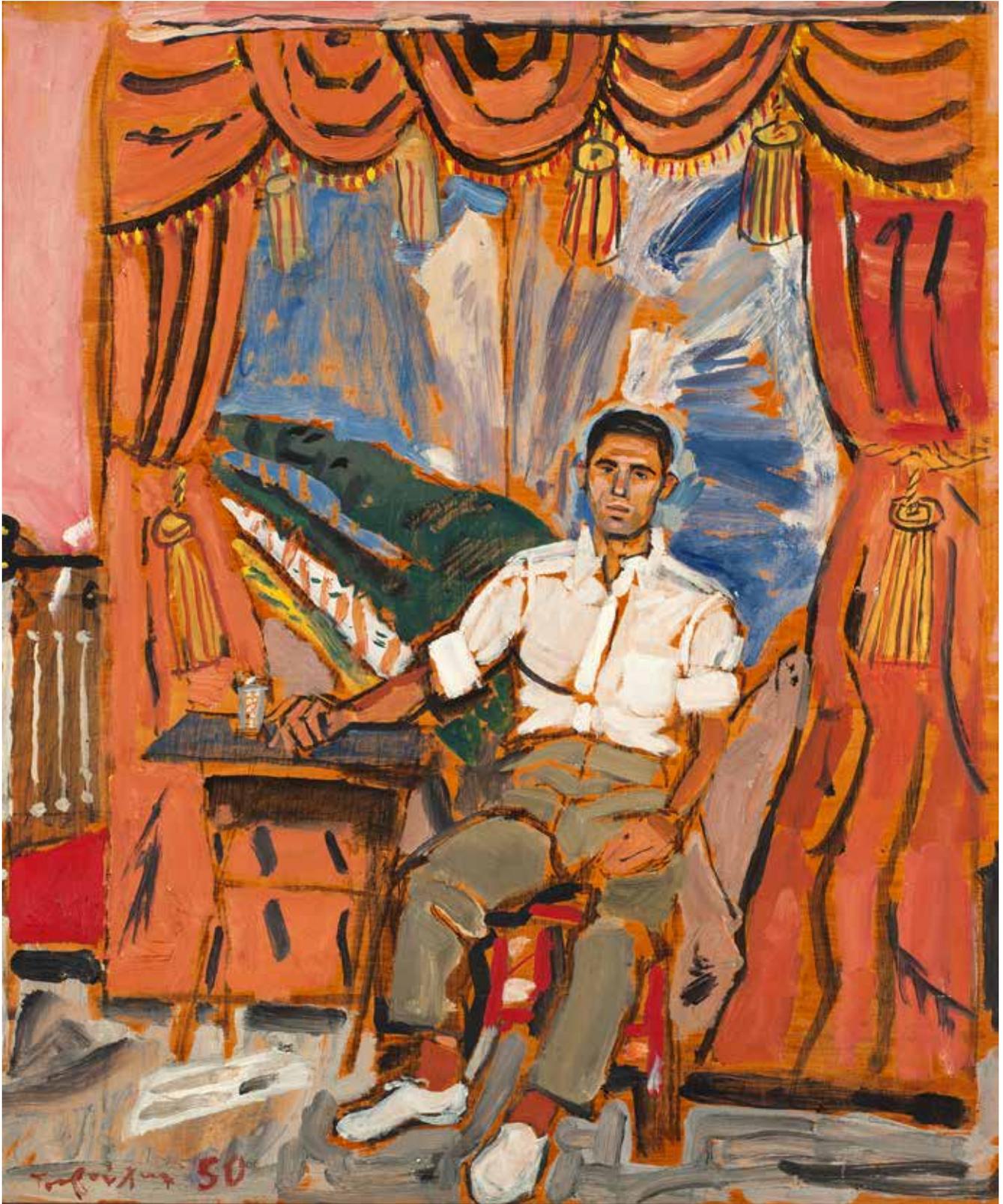
Exhibited

Athens, Benaki Museum, *Yannis Tsarouchis 1910-1989*, December 18, 2009 - March 14, 2010, no. 171 (illustrated in the exhibition catalogue, p. 154).

Captured with compelling realism, a rough, virile, working-class Greek male—a trademark subject in Tsarouchis's oeuvre—conveys a world of clarity and truthfulness, recapitulating in his straightforward gaze, clear-cut facial features and unpretentious pose, the humane dignity and inner truth of Modern Greece. Dynamic colour, vigorous brushwork, rich surface texture, archaising simplification, shallow compositional structure and bold outlines build up a solid edifice of pure forms, ensuring their long-lasting harmony and celebrating the pictorial realisation of a symbol's everlasting value. We are reminded of Byzantine icon painting and traditional shadow puppet theatre, which exerted a strong influence on Tsarouchis's work throughout his career.

Portrayed at full length next to a traditional coffee-shop table and set against a stage-set like backdrop screen¹, the young sitter assumes a standard at the time photo-studio pose. As noted by art historian A. Florou, "Tsarouchis used those popular photographic poses because he believed that compared to academic posing they were more expressive and better suited for capturing the type of the Modern Greek folk."² As early as the late 1930s, art critic Z. Papantoniou had perceptively noted that "Tsarouchis often feels the need to redraw inspiration from unspoiled folk sources to lend it the purity which gave birth to myth and folk song,"³ while D. Kapetanakis observed that his works "are truly Greek in essence. His objects are studio objects; everyday objects that don't even claim to signify the depth of daily life or mundane existence—a kind of decoration inspired by nothing more than the backdrops used by itinerant photographers. What's remarkable is that Tsarouchis managed, with the wisdom of his art, to elevate a model posing in his studio into a symbol of the Modern Greek spirit."⁴

1. The stage designer's perception of space played an important role in the work of Tsarouchis as it did in that of Engonopoulos, Moralis and Vasiliou. In the 1930s, these painters designed sets and costumes for the National Theatre under the directorship of F. Politis, while later their contribution proved to be instrumental in the international renown of K. Koun's Theatro Technis. This joint endeavor was embraced by the emerging composers M. Theodorakis and M. Chatzidakis, their music also drawing from Greek cultural tradition. See H. Kambouridis - G. Levounis, *Modern Greek Art, The Twentieth Century*, Ministry of the Aegean, Athens 1999, p. 66. Here, the backdrop is inspired by Karaghiozi stage sets designed by the legendary Evgenios Spatharis and his father Sotiris, the "Theofilos" of Greek shadow puppet theatre.
2. E. Florou, *Yiannis Tsarouchis: His Painting and his Era* [in Greek], Athens 1999, pp. 41-42. See also *The Greek Painters*, vol. 2, Melissa editions, Athens 1975, p.298.
3. Z. Papantoniou, "Y. Tsarouchis Exhibition", *Kathimerini* daily, 8.2.1938.
4. D. Kapetanakis, "Yiannis Tsarouchis, Return to Roots", *Nea Grammata* journal, 1937 as reprinted in *Tsarouchis* [in Greek], *Zygos* journal, Athens 1978, pp. 7-8.



25 AR

YIANNIS MORALIS (1916-2009)

Angel Leader

signed in Greek and dated '1979-80' (lower right); signed and dated also on the reverse 'Yannis Moralis/Athènes Grèce/1979-80' and titled (on the stretcher)
acrylic on canvas
80 x 80 cm.

£50,000 - 70,000

€58,000 - 82,000

Provenance

Private collection, Athens.

Literature

Yannis Moralis, Commercial Bank of Greece Group of Companies edition, Athens 1988, no. 263, p. 265 (illustrated).

I. Moralis, Angels, Music, Poetry, exhibition catalogue, Benaki Museum, Athens 2001, no. 157, p. 133 (illustrated).

Angels and winged figures, frequently portrayed with just one wing, is a recurrent theme in Moralis's art (compare *Composition*, Bonhams Greek Sale, 15.5.2007, lot 122; *Zephyros*, Bonhams Greek Sale, 28.4.2015, lot 40). Here, *Angel Leader* revives an archetypal universe of serene rhythms dictated by the classical sense for human scale, echoing the timeless values of Greek art. As Nobel laureate O. Elytis once said of Moralis, "memories and encounters are repeatedly distilled until they blend into forms of great simplicity and precision."¹

Rejecting any kind of religious or psychoanalytic import lent to the subject, the artist notes: "I do not include angels on purpose. It's their form that interests me. In certain cases the design can be highly abstractive, as for example in *Guardian angel*. Here, the form of the figure made me think: "Angelos Protostatis [Guardian Angel of the highest rank], like the one in the Annunciation. So, this form turned up and I liked it. Maybe because an angel posed for me once!"²

Moralis' output from the late 1970s and early 1980s is distinguished by monumentality of form, complexity of design, solid compositional structure and poetic line. Reviewing the artist's work from this period, Professor C. Christou notes that "we overhear an internal dialogue between warm and cool colours, active and passive themes, hard and soft forms, fluid and fixed lines, all of which contrive to create an astonishingly expressive effect. Moralis remains true to the human figure, notwithstanding that he portrays it in such a simplified and schematic manner that it takes on the appearance of a mere suggestion."³

One of the most eminent Greek artists and a painter of consummate technical ability, Moralis treated form through the use of generalized contours, achieving his analytical aim through discipline and faith in his means of expression. "A longing for the monumental has always driven the painter's hand to organize and balance his forms on an intellectual edifice, bestowing on even his most sensual conceptions a feeling of mystery and a Biblical sense of the sacred"⁴, notes the Nobel Laureate O. Elytis.

1. O. Elytis, *preface to the Moralis exhibition catalogue* [in Greek], Iolas-Zoumboulakis Galerie, Athens 1972.

2. *Y. Moralis, Angels, Music, Poetry* [in Greek], exhibition catalogue, Benaki Museum, Athens 2001, p. 155.

3. C. Christou, *Moralis*, Adam editions, Athens 1993, p. 33.

4. O. Elytis, *preface to the Moralis 1972 exhibition*.





26 a)



26 b)



27

26 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

a) Landscape

signed and dated 'Ghika/81' (lower right)

oil on paper

18.5 x 27 cm.

Bearing an ink drawing of a figure on the reverse signed and dated 'Ghika/May 28th 1981'.

b) Corfu

signed with dedication on the board

watercolour on Japanese paper mounted on board

42 x 50 cm.

Painted in 1983.

(2)

£8,000 - 12,000

€9,400 - 14,000

Literature (b)

Evita Arapoglou, *Ghika drawings*, Adam Editions, Athens 1992,

p.72, no 57 (illustrated)

27 AR

SPYROS VASSILIOU (1902-1984)

In search for inspiration

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

acrylic, sand and gold leaf on canvas

73 x 92 cm.

£7,000 - 10,000

€8,200 - 12,000

28 AR

YIANNIS TSAROUCHEIS (1910-1989)

Portrait of a Youth, 1966

signed in Greek and dated '66' (lower right)

oil on canvas laid on board

45.5 x 35.5 cm.

£20,000 - 30,000

€23,000 - 35,000

Provenance

Private collection, Athens.

Literature

E. Florou, *Tsarouchis - Painting, (doctoral dissertation) vol. 1*, Athens 1989, no. 641, p. 251 (listed).

E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, no. 749, p. 278 (listed).

'I am a painter of faces.'¹

Y. Tsarouchis

Handled with sincerity and warmth, the young male sitter, Tsarouchis's signature subject, seems to occupy a world liberated from the fleeting moment. Painted in earthy colours highlighted by solid outlines and set against a vibrant monochromatic background, the Greek youth conveys a striking immediacy and resilient allure, echoing Fayum portraits,² Byzantine icons or Renaissance portraits.

As noted by Athens National Gallery Director M. Lambraki-Plaka, "In Tsarouchis's work, the human figure managed to survive three sins: the primordial, the academic and the 'modern'. With the latter one I mean modern art's iconoclastic crusade, which never tired to demolish, distort or expel the human form. Tsarouchis did not give in to this negative aesthetic theory which preached the systematic rejection of the rules of Western tradition. He is one of the few painters who managed to cross the tempestuous 20th century by keeping intact the precious human figure."³

1. Osei Myra, *Yannis Tsarouchis 1910-1989*, Kastaniotis editions, Athens 1998, p.258.

2. "I learned a lot about portraiture from Ancient Greek art, especially Hellenistic art." Comments on the Works Included in the Yannis Tsarouchis (1910-1989) Painting [in Greek], Yannis Tsarouchis Foundation, 1990, no. 324-325, p. iii.

3. M. Lambraki-Plaka, "Yannis Tsarouchis, the Icon and the Work" [in Greek], Lexi magazine, no. 73, March-April 1988, p. 229. See also Osei Myra, *Yannis Tsarouchis 1910-1989* [in Greek], Kastaniotis editions, Athens 1998, p. 452.



29^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Thorns

signed and dated 'Ghika/65' (lower left)

oil on canvas

81.5 x 65.5 cm.

£40,000 - 60,000

€47,000 - 70,000

Provenance

Private collection, Athens.

Exhibited

Athens, National Gallery - A. Soutzos Museum, *Ghika*, no. 116 (illustrated in the exhibition catalogue).

Literature

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum edition, Athens 2011, no. 355, p. 299 (illustrated).

Ghika on nature and art: "Nature presents a chaotic image because our senses can only perceive it in a fragmentary manner, never as a whole. That it should appear 'beautiful' to us is only thanks to art, where a series of happy coincidences seem to impose upon it a form of order. [...] However abstract the subject matter of a work by Picasso, Braque, Leger or Klee may be, however transformed or distorted nature may be in them, there is always a keen and accurate eye at work deep at the heart of them, an original yet not unnatural interpretation of genuine emotion.[...] This art is a different thing altogether. It does not copy; it evokes. It offers something that is analogous to the physical world: rather than imitating nature, it is nature in and of itself. It is no simple whim that drives it to break up the object, to tamper with perspective, to liberate anatomy, but a personal, truthful insight the painter has arrived at. Some law is obeyed, be it of nature or of the work itself, or of emotion even."¹

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

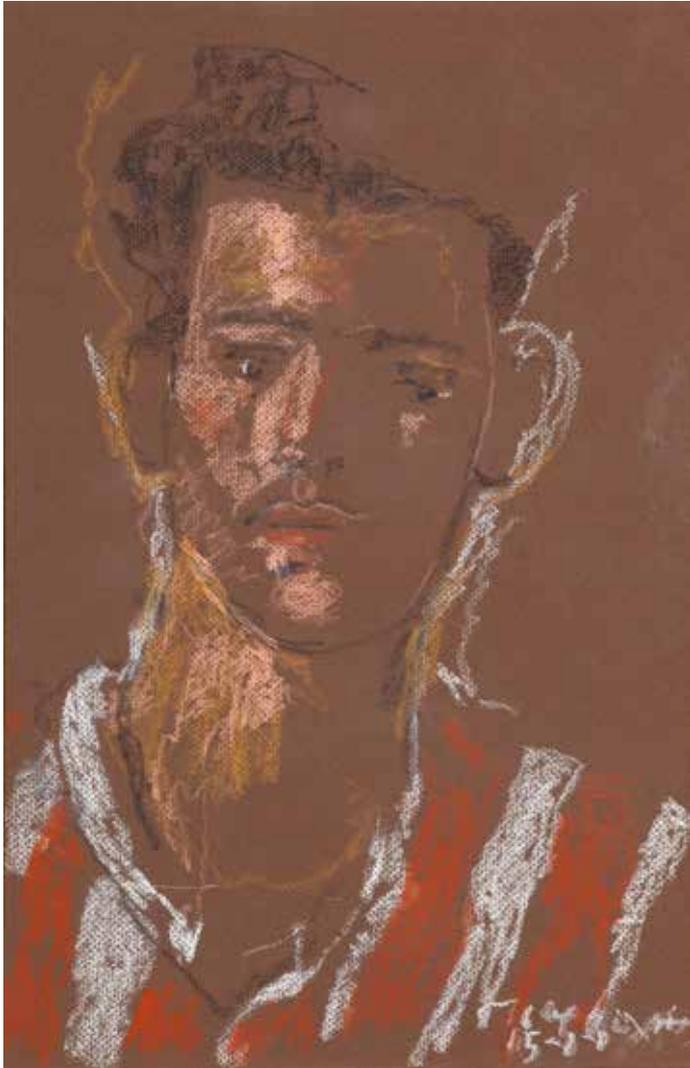
"What remains as my strongest impression about Ghika's work is its constant inspiration from nature – the wonder, the strength, the beauty, the power, the patterns. I asked him if nature was always inspiring to him and he answered, Always. No matter what happens in life, nature is always an inspiration."³

1. N. Hadjikyriakos-Ghika, "Nature and Art. Elements of a Visual Language" in *Nikos Hadjikyriakos-Ghika, a Timeless Contemporary*, exhibition catalogue, Museum of Contemporary Art – Basil and Elise Goulandris Foundation, Andros 2011, p. 118.

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

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



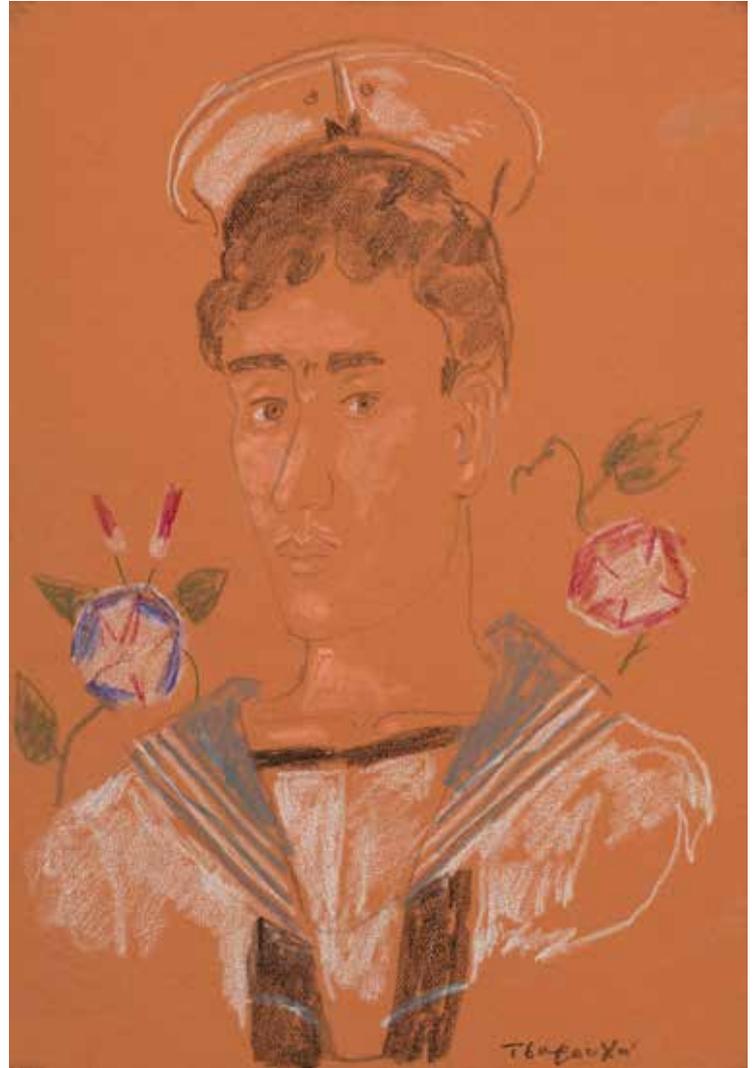


30 AR

YIANNIS TSAROUCHIS (1910-1989)

Olympiacos football player
signed in Greek and indistinctly dated (lower right)
pastel on paper
50 x 32 cm.

£6,000 - 8,000
€7,000 - 9,400



31 AR

YIANNIS TSAROUCHIS (1910-1989)

Sailor
signed in Greek (lower right)
pastel on paper
53 x 37 cm.

£5,000 - 7,000
€5,800 - 8,200

Authenticated by the artist himself in 1985 on the reverse.

PIONEERS OF ABSTRACTION

Abstraction held sway in the Greek art world for two decades—the 1950s and 1960s—representing the quest for an entirely original expressive language, the complete detachment of the artist from the world of mundane reality and the creation of a new visual cosmos. The first generation of Greek abstract painters, led mainly by A. Contopoulos and J. Spyropoulos, produced totally non-objective landscapes of pure shapes and archetypal forms, aspiring to express, through universal imagery, the collective consciousness of mankind. With a strong background in representational styles, both artists gradually broke down the natural world of appearances into primary forms and by the end of the 1950s they were hailed internationally as prominent exponents of postwar abstraction. They both showed at prestigious international art exhibitions (Spyropoulos was awarded at the 1960 Venice Biennale) and their work has been consistently sought after by European and American collectors because it transforms the world of experience into personal visions of higher value.



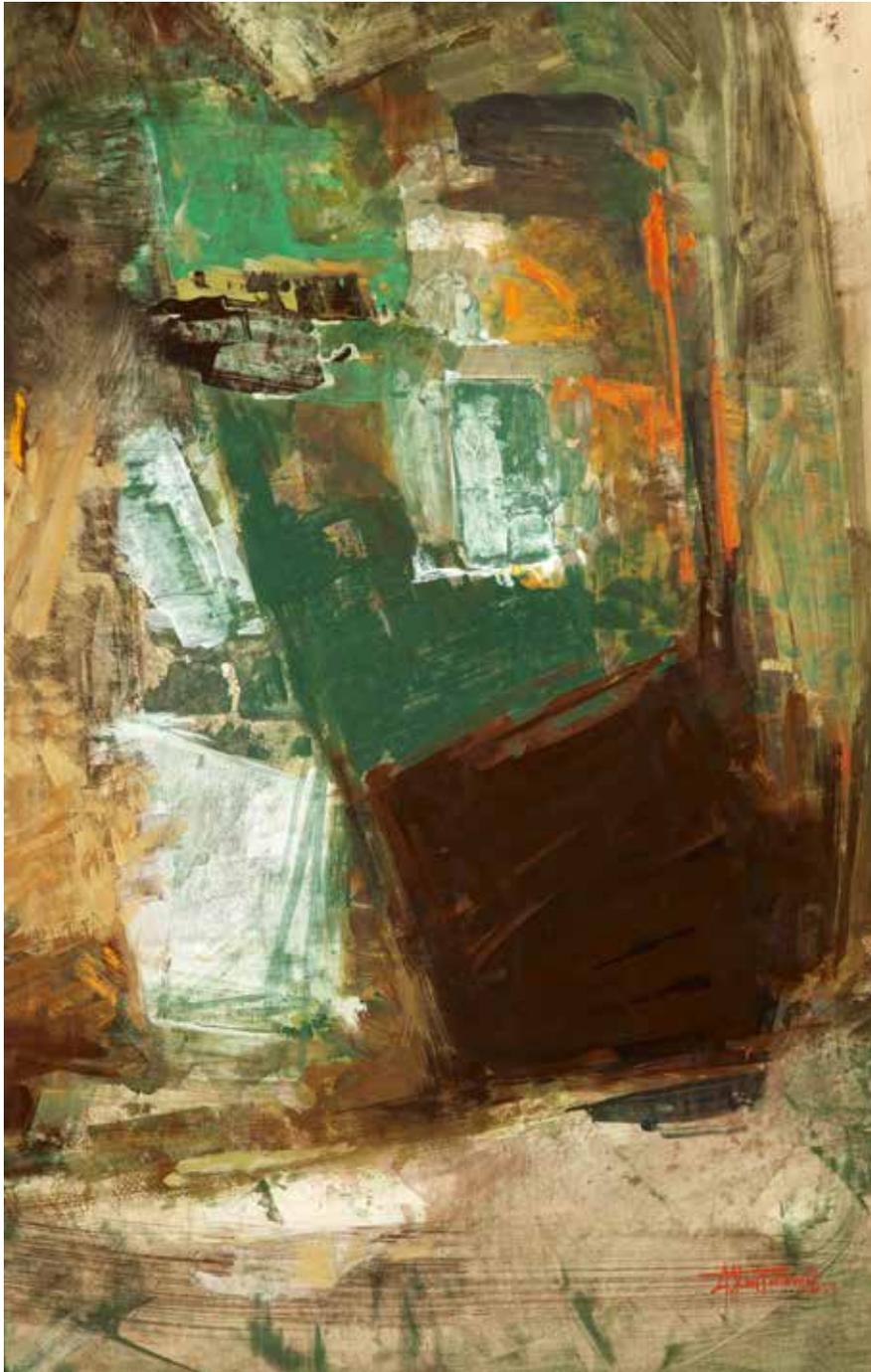
32 AR

YIANNIS SPYROPOULOS (1912-1990)

A pair of abstract compositions
both signed in Greek
oil on paper
22.5 x 39 cm. and 20.5 x 36 cm.
(2)

£4,000 - 6,000

€4,700 - 7,000



33 AR

ALECOS CONDOPOULOS (1905-1975)

Abstract composition
signed in Greek and dated '963' (lower right)
mixed media on cardboard
91.5 x 60 cm.

£8,000 - 12,000
€9,400 - 14,000

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.



34 AR

YIANNIS SPYROPOULOS (1912-1990)

Landscape

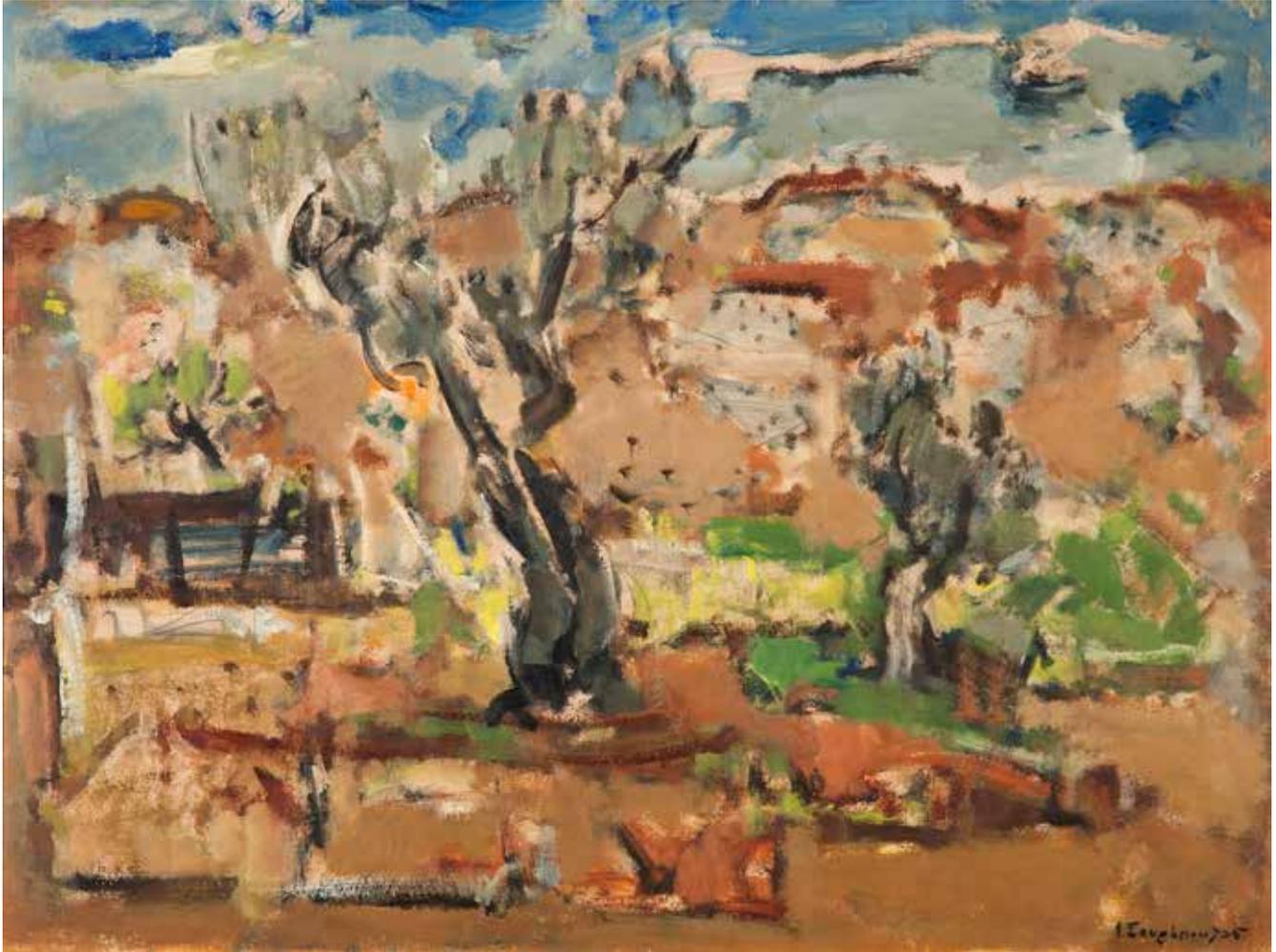
signed in Greek (lower left)

oil on canvas

35.5 x 44.5 cm.

£6,000 - 8,000

€7,000 - 9,400

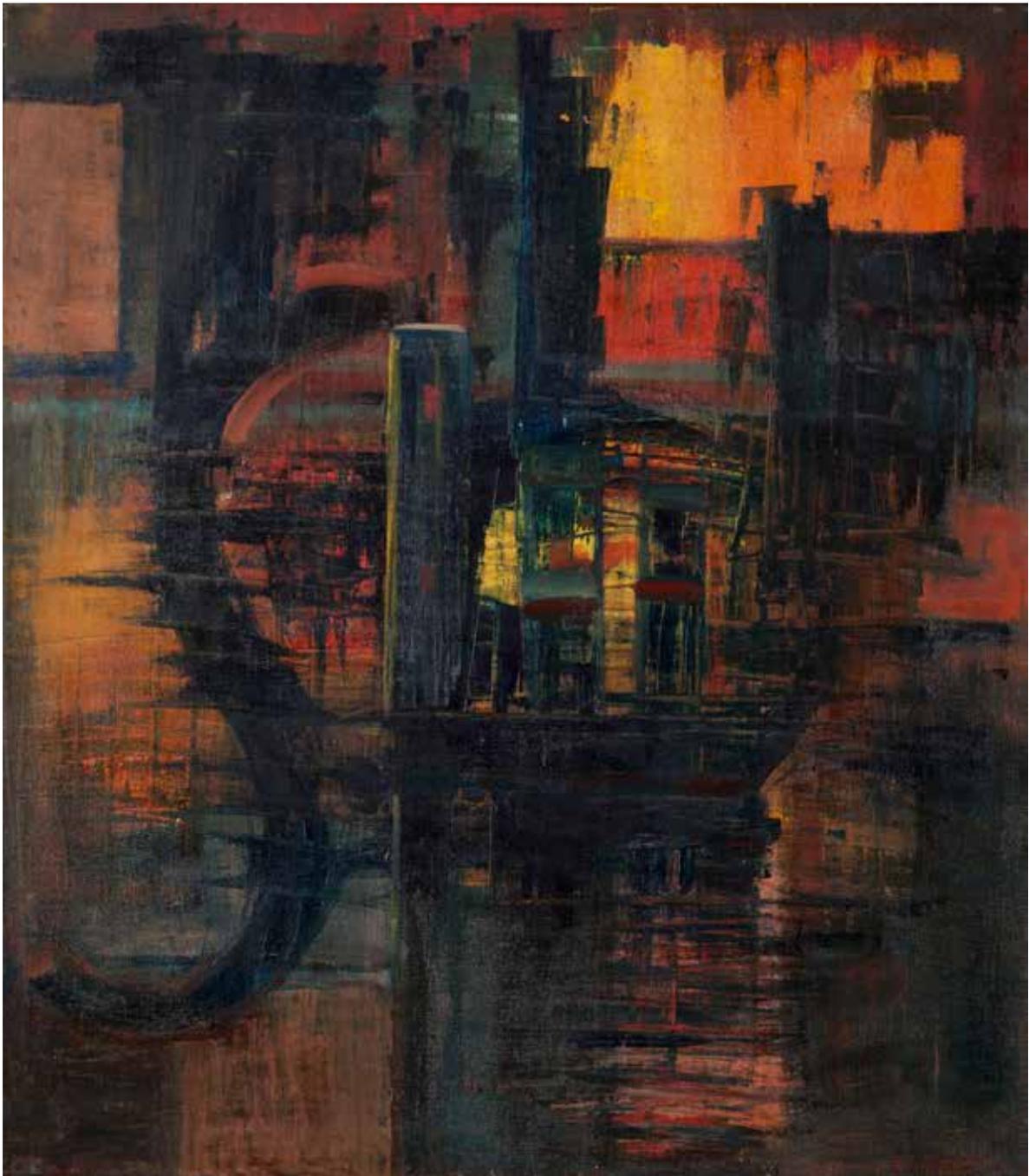


35 AR

YIANNIS SPYROPOULOS (1912-1990)

Olive grove
signed in Greek (lower right)
oil on panel
60 x 80 cm.

£6,000 - 8,000
€7,000 - 9,400



36^{AR}

ALECOS CONDOPOULOS (1905-1975)

Abstract composition

signed in Greek and dated '967' (lower right)

oil on canvas

90 x 80 cm.

£8,000 - 12,000

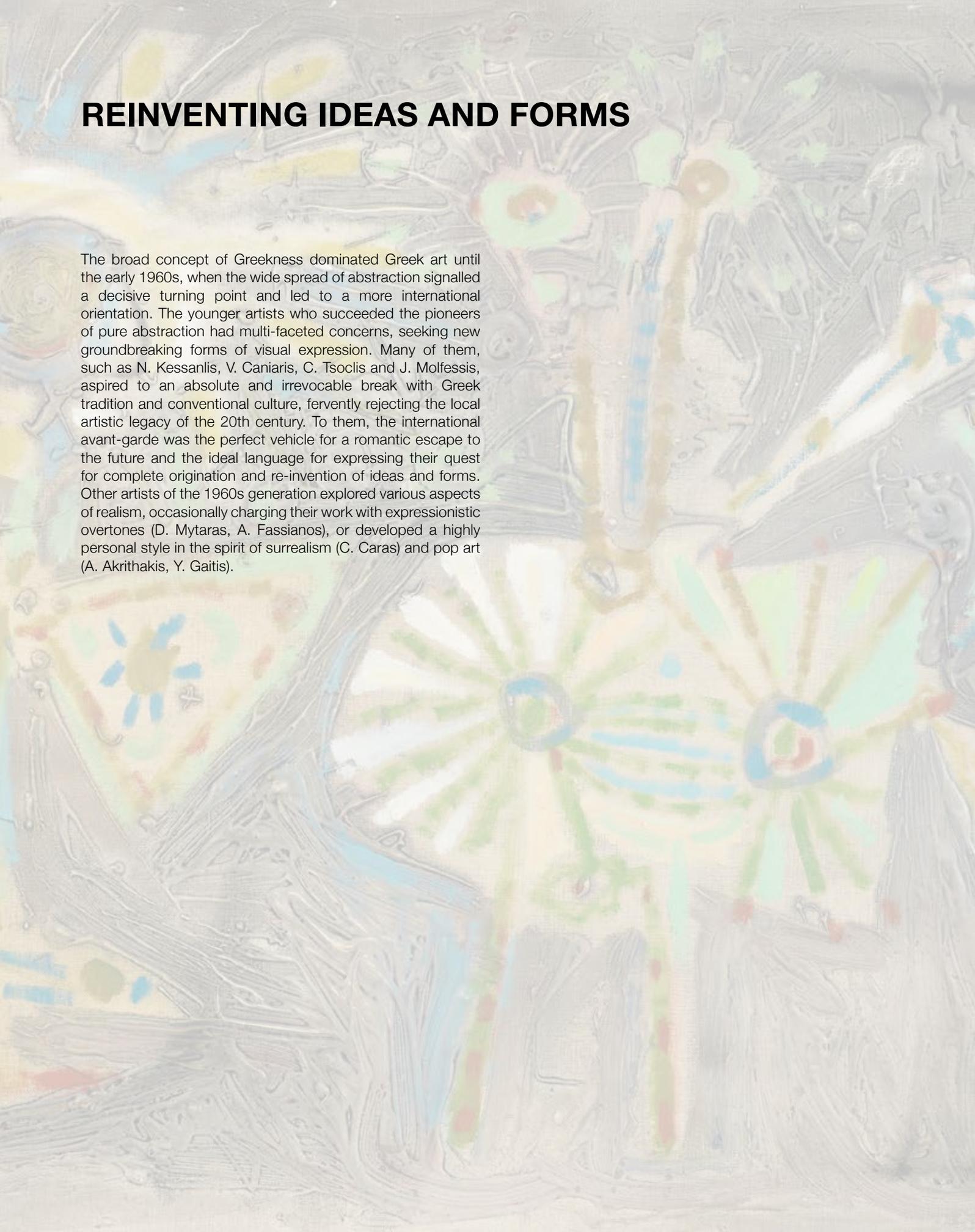
€9,400 - 14,000

Provenance

New Forms Gallery, Athens, according to inscription on the stretcher.

REINVENTING IDEAS AND FORMS

The broad concept of Greekness dominated Greek art until the early 1960s, when the wide spread of abstraction signalled a decisive turning point and led to a more international orientation. The younger artists who succeeded the pioneers of pure abstraction had multi-faceted concerns, seeking new groundbreaking forms of visual expression. Many of them, such as N. Kessanlis, V. Caniaris, C. Tsoclis and J. Molfessis, aspired to an absolute and irrevocable break with Greek tradition and conventional culture, fervently rejecting the local artistic legacy of the 20th century. To them, the international avant-garde was the perfect vehicle for a romantic escape to the future and the ideal language for expressing their quest for complete origination and re-invention of ideas and forms. Other artists of the 1960s generation explored various aspects of realism, occasionally charging their work with expressionistic overtones (D. Mytaras, A. Fassianos), or developed a highly personal style in the spirit of surrealism (C. Caras) and pop art (A. Akritchakis, Y. Gaitis).





37 AR

ALECOSS FASSIANOS (BORN 1935)

Fumeurs

signed in Greek and dated '65' (lower left)

oil on canvas

70 x 60 cm.

£6,000 - 8,000

€7,000 - 9,400

Provenance

Private collection, Athens.



38 AR

ALECOS FASSIANOS (BORN 1935)

The dream, 1966

signed in Greek and dated '66' (upper right)

oil on canvas

52.5 x 63 cm.

£6,000 - 8,000

€7,000 - 9,400



39 AR

ALEXIS AKRITHAKIS (1939-1994)

a) Valise classique, Berlin 1973

inscribed on the reverse with dedication, dated '1973'

oil on canvas

28.5 x 31.5 cm

b) Woman under the tree

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

watercolour on paper

70 x 100 cm.

c) Multiple stories

signed and dated 'Akritchakis 22-8-73' (lower part)

Ink on paper

28 x 19 cm.

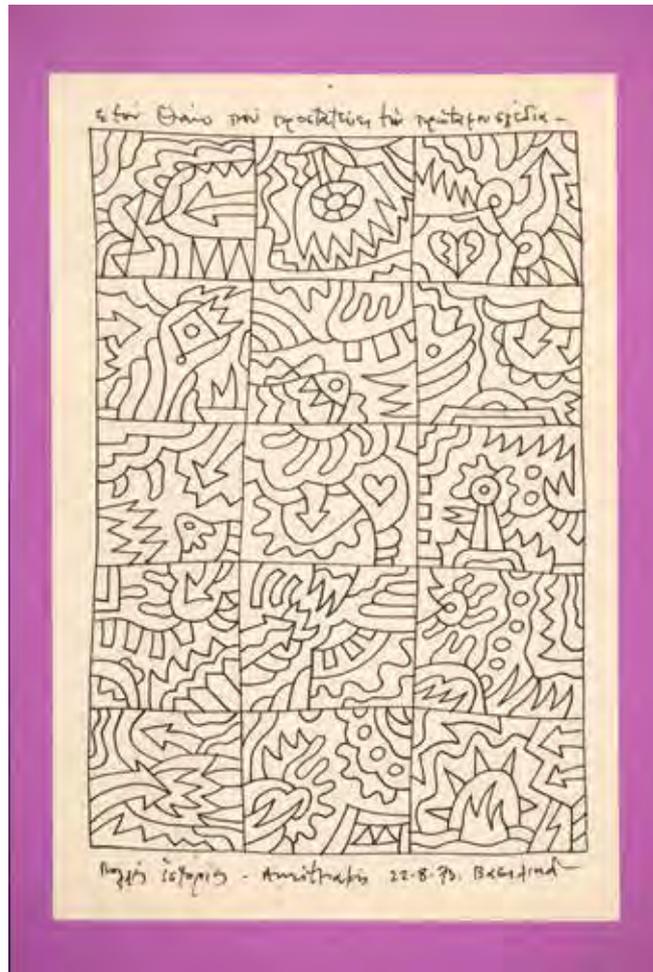
(3)

£8,000 - 12,000

€9,400 - 14,000

Provenance

Acquired directly from the artist by his close friend Thanos Kakogiannis.





40 AR

NIKOS KESSANLIS (1930-2004)

Still life

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

oil on canvas

63 x 45 cm.

£5,000 - 7,000

€5,800 - 8,200

Literature

N.Kessanlis, edited by G.Tzirtzilakis, Macedonian Museum of Contemporary Art, Adam Editions, Athens 1998, p.41. (illustrated)



41 AR

YANNIS GAÏTIS (1923-1984)

Femme enceinte

signed in Greek and dated '46' (lower left)

oil on canvas

65 x 47 cm.

£5,000 - 7,000

€5,800 - 8,200

Painted in 1946.

Provenance

The Ioannis Panagopoulos and Eleni Panoutsou collection, Athens.

Literature

Yannis Gaitis, Catalogue Raisonné, Ioannis F. Costopoulos Foundation, Athens 2003, no. 58, p. 90 (illustrated).

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



42^{AR}

JASON MOLFESSIS (1925-2009)

Abstract composition

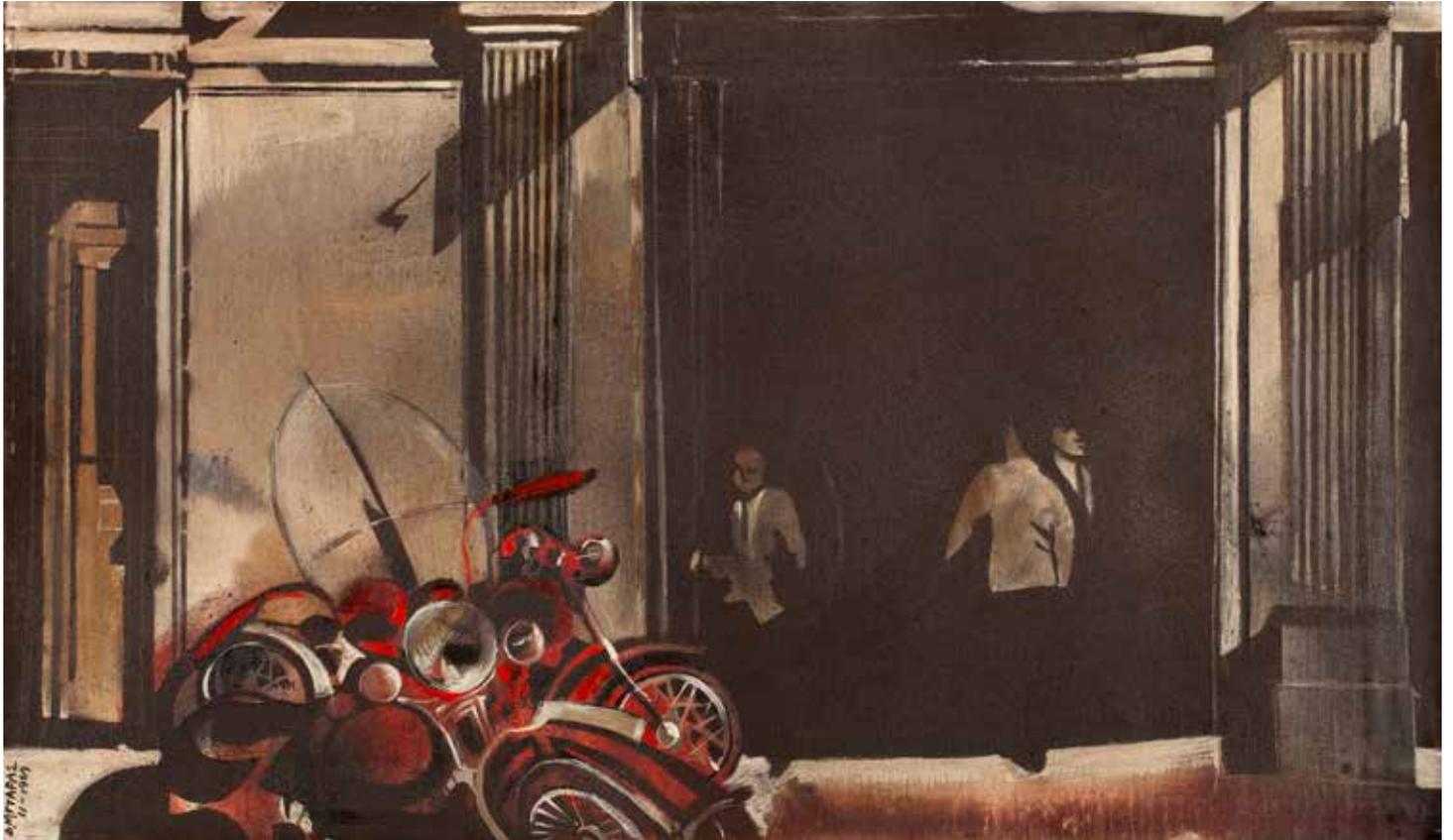
signed and dated 'Molfessis 64' (on the stretcher)

oil on canvas

150 x 150 cm.

£5,000 - 7,000

€5,800 - 8,200



43 AR

DIMITRIS MYTARAS (1934-2017)

Street scene

signed in Greek and dated '11-1969' (lower left)

oil on canvas

50 x 85 cm.

£6,000 - 8,000

€7,000 - 9,400

44 AR

ALECOS FASSIANOS (BORN 1935)

Comme les Etrusques, 1994

signed in Greek (upper left); titled (upper right)

oil on canvas

74 x 98 cm.

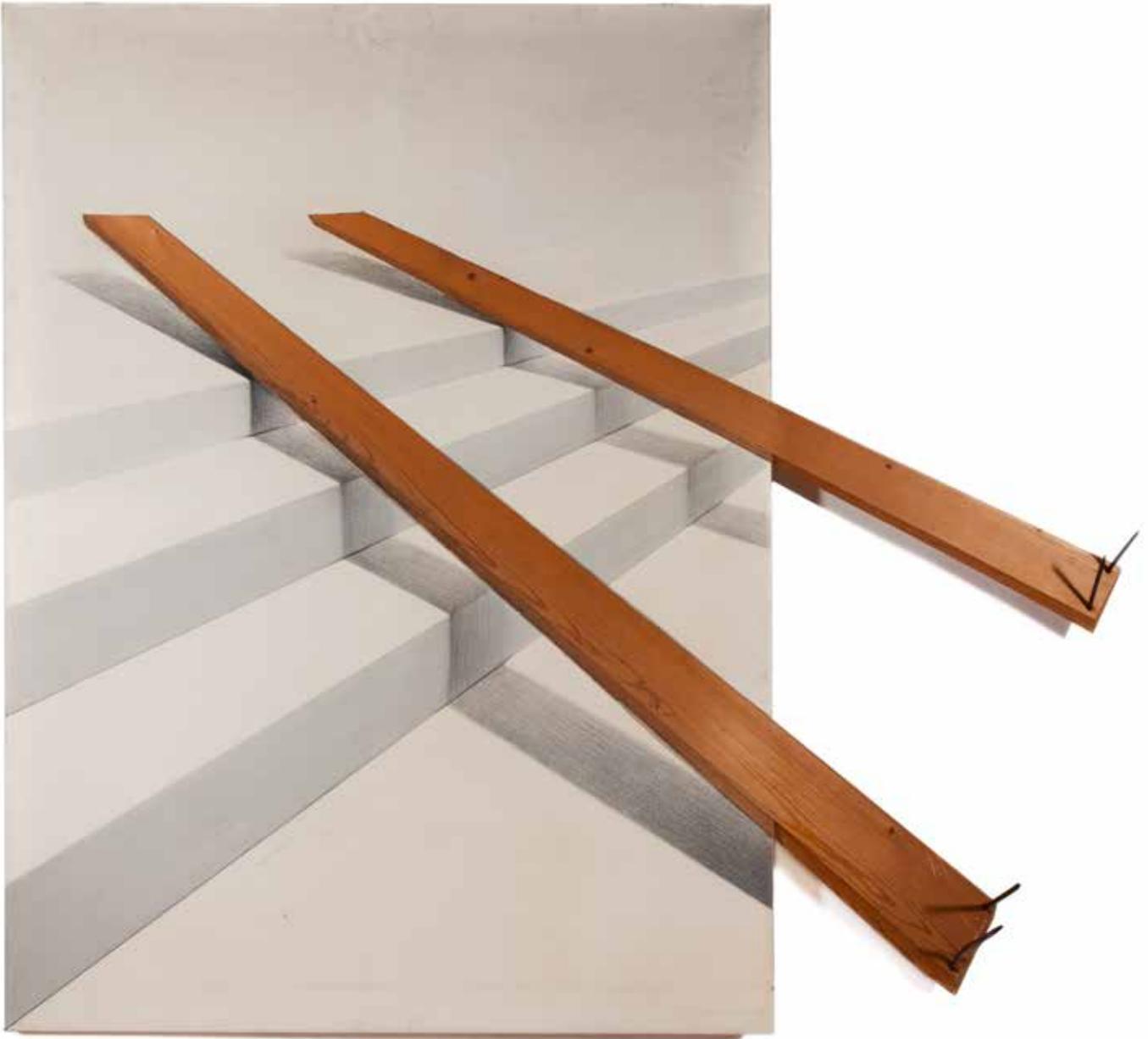
£18,000 - 25,000

€21,000 - 29,000

Exhibited

Paris, Galerie Beaubourg, *Ulysses*, 1996.





45 AR

Costas Tsoclis (Greek, born 1930)

Stairs

signed and dated 'C.Tsoclis 77-80' (lower right)

mixed media and wood on canvas

192 x 211 x 23 cm.

£8,000 - 12,000

€9,400 - 14,000

Provenance

J. Kavadas collection, Athens.

Exhibited

Athens, Miranda Gallery, J. Kavadas residence, Filothei, *Tsoclis*,

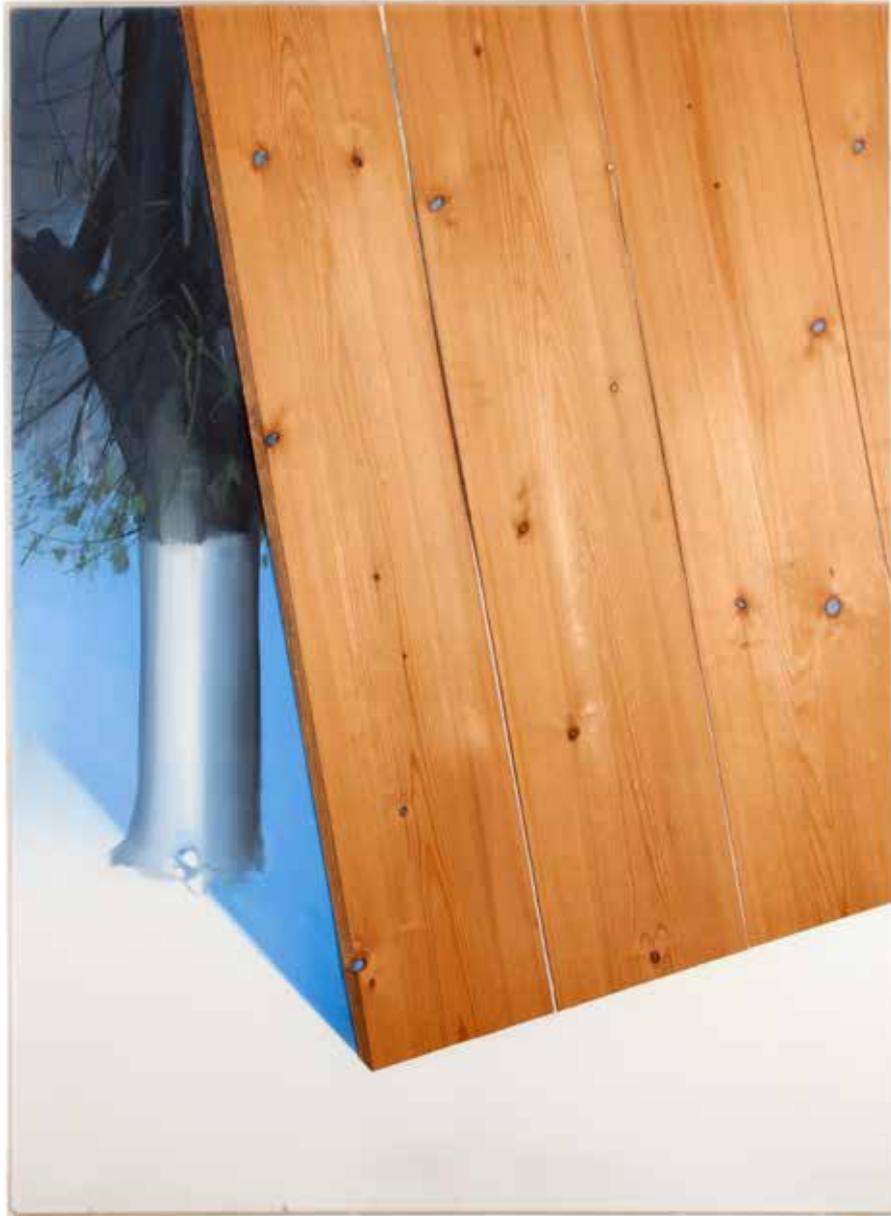
April 28 - May 22, 1980.

Literature

Antonakakis, Tombazis, Valsamakis, *New Public Buildings, Fifth International Exhibition of Architecture*, Biennale di Venezia - Greek Ministry of Culture, Athens 1991, p. 86 (shown in a photo of the J. Kavadas residence in Filothei, Athens).

Tsoclis, a Retrospective, exhibition catalogue, National Museum of Contemporary Art, Athens 2001, p. 280 (shown in a photo from the 1980 exhibition organized by the Miranda Gallery at the J. Kavadas residence in Filothei, Athens).

S. Panagiotopoulou, "The Inspirational Designs of Greek Architect Nicos Valsamakis", www.yatzer.com/architecture, February 1, 2017 (illustrated).



46 AR

COSTAS TSOCLIS (BORN 1930)

Tree

signed and dated 'C.Tsoclis 80' (lower right)
acrylic and wood on canvas framed in plexiglass
152.5 x 112 x 4 cm.

£7,000 - 10,000

€8,200 - 12,000

Provenance

J. Kavadas collection, Athens.

Exhibited:

Athens, Miranda Gallery, J. Kavadas residence, Filothei, *Tsoclis*, April
28 - May 22, 1980.

Literature

Antonakakis, Tombazis, Valsamakis, *New Public Buildings, Fifth International Exhibition of Architecture*, Biennale di Venezia - Greek Ministry of Culture, Athens 1991, p. 86 (shown in a photo of the J. Kavadas residence in Filothei, Athens).

S. Panagiotopoulou, "The Inspirational Designs of Greek Architect Nicos Valsamakis", www.yatzer.com/architecture, February 1, 2017 (illustrated).



47

47 AR

VLASSIS CANIARIS (1928-2011)

Le Gilet

mixed media

45 X 31 x 19 cm.

£6,000 - 8,000

€7,000 - 9,400

Provenance

Galerie Bama, Paris.

Private collection, France.

From the 1950s through the 1970s, Caniaris, a pivotal member of the 'Sixties Generation' and one of the most gifted forerunners of the 'Arte Povera' movement, employed the dada tradition of the 'ready made' to produce emblematic works that blend European avant-garde trends with Greek cultural and political experiences. These unconventional materials and 'objet trouvés' allowed him to formulate a highly personal and symbolically charged formal language. In *Le Gilet*, a work exhibited in the renown Galerie Bama in Paris, the garment comes to represent the situation and more importantly the troubled journey of the workers or migrants living abroad. By incorporating into his creations different forms, textures and displays that comprise a sophisticated vocabulary that draws attention to immigrant plight and conditions of displacement, Caniaris manages to aptly explore, illuminate and comment upon issues of cultural identity and social integration.



48

48 AR

VLASSIS CANIARIS (1928-2011)

L'emigrant, 1972

leather, plastic, paper, cotton and string

13 x 30 x 14 cm.

£3,000 - 5,000

€3,500 - 5,800

Provenance

Galerie Bama, Paris.

Private collection, France.

"Vlassis Caniaris was insider and outsider, observer and participant, artist and citizen, all at once: a humanist who grasped the world in all its nuances and complexities. This sensibility is most evident in his "Gastarbeiter-Fremdarbeiter" (Emigrants) series, 1971-76, first presented in 1975 while the Greek-born artist was in Germany on a German Academic Exchange Service scholarship. Empathizing with the experience of itinerants came easily to Caniaris: He left Greece in 1956 and moved from Rome to Paris to Berlin before returning to Athens nineteen years later."¹

1. Bailey, S, *Vlassis Caniaris: Kadel Willborn*, Artforum International, May 2015, Vol. 53 Issue 9.



49 AR

VLASSIS CANIARIS (1928-2011)

Soutien-gorge
mixed media
51 x 42.5 x 27.5 cm.

£8,000 - 12,000
€9,400 - 14,000

Provenance

Galerie Bama, Paris.
Private collection, France.

A crucial player in the dialogue within the Greek and international modernist avant-garde, Caniaris since the end of the 1950s worked with canvas, plaster, clothes and figures made of wire and all kinds of discarded objects that related to the current political conditions. Through his works he constantly strove to capture the spirit of the times and

accordingly made his criticism through his unconventional, distinctive and sometimes rather surprising (for that time) visual language.

In *Soutien-gorge*, composed of two garments (top and bra), a ribbon and a rod so distinctive within his oeuvre, Caniaris focused on '... the texture of these unconventional materials and their transformation into formal vocabulary,' while retaining interest in '... showing that the conventional boundaries of the painting have been disrupted and that the inner material ultimately dictates the outer shape'.¹

Caniaris was never interested in art as art. Far more, he was always occupied with the question to what degree art or, better, artistic work might be a means to win perceptions and make them vivid.²

1. H. Kambouridis, G. Levounis, *Modern Greek Art. The Twentieth Century*, Athens, 1999, p. 170.
2. M. Fehr, *The Concrete Realism of Vlassis Caniaris: Outline an Artistic strategy*, 1991, p.1.

50 AR

ALECOS FASSIANOS (BORN 1935)

La plage intime, 1984

signed, titled and dated 'La plage intime/Fassianos, 1984'

(on the reverse)

oil on canvas

81 x 116 cm.

£25,000 - 30,000

€29,000 - 35,000

Provenance

Private collection, Athens.

Exhibited

Athens, National Gallery - A. Soutzos Museum, Fassianos, *Mythologies of Everyday Life*, no. 118 (illustrated in the exhibition catalogue, p. 148).

Literature

Fassianos, Adam editions, Athens 1990, p. 28 (illustrated).

P. Cabanne, D.T. Analis, *Fassianos, La Différence editions*, Paris 2003, p. 109 (illustrated).





51 AR

COSTAS TSOCLIS (BORN 1930)

Tree trunk

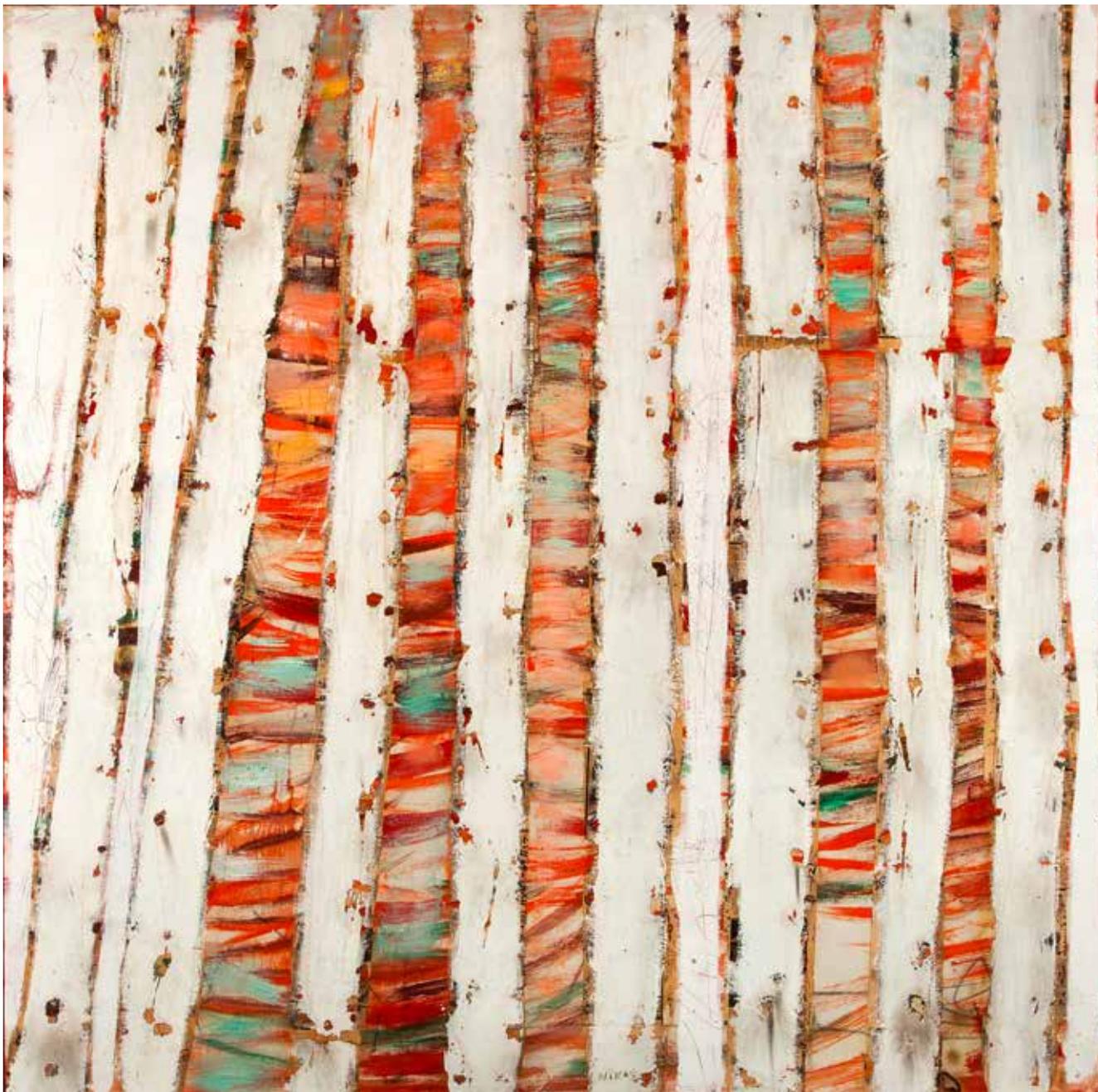
signed and dated 'C.Tsoclis 80-84' (lower right)

acrylic and wood on canvas framed in plexiglass

110 x 85 x 5.5 cm.

£5,000 - 7,000

€5,800 - 8,200



52 AR

NIKOS KESSANLIS (1930-2004)

Poplar trees

signed 'NIKOS' (lower centre)

mixed media on canvas

180 x 180 cm.

£15,000 - 20,000

€18,000 - 23,000

53 AR

ALECOS FASSIANOS (BORN 1935)

Le pecheur de la lune

signed (upper right) and titled (upper left)

oil on canvas

134 x 86 cm.

£28,000 - 35,000

€33,000 - 41,000

Literature

Fassianos, exhibition catalogue, Opera Gallery London,
28.01.2011 – 10.02.2011, (illustrated p.6).





54 AR

NIKOS KESSANLIS (1930-2004)

Fiori

signed and dated 'K.NIKOS 1956' (lower right);
titled, signed, inscribed 'FIORI/K.NIKOS/181' and
annotated 'OB' (on the reverse)

oil on canvas
70 x 100 cm.

£6,000 - 8,000

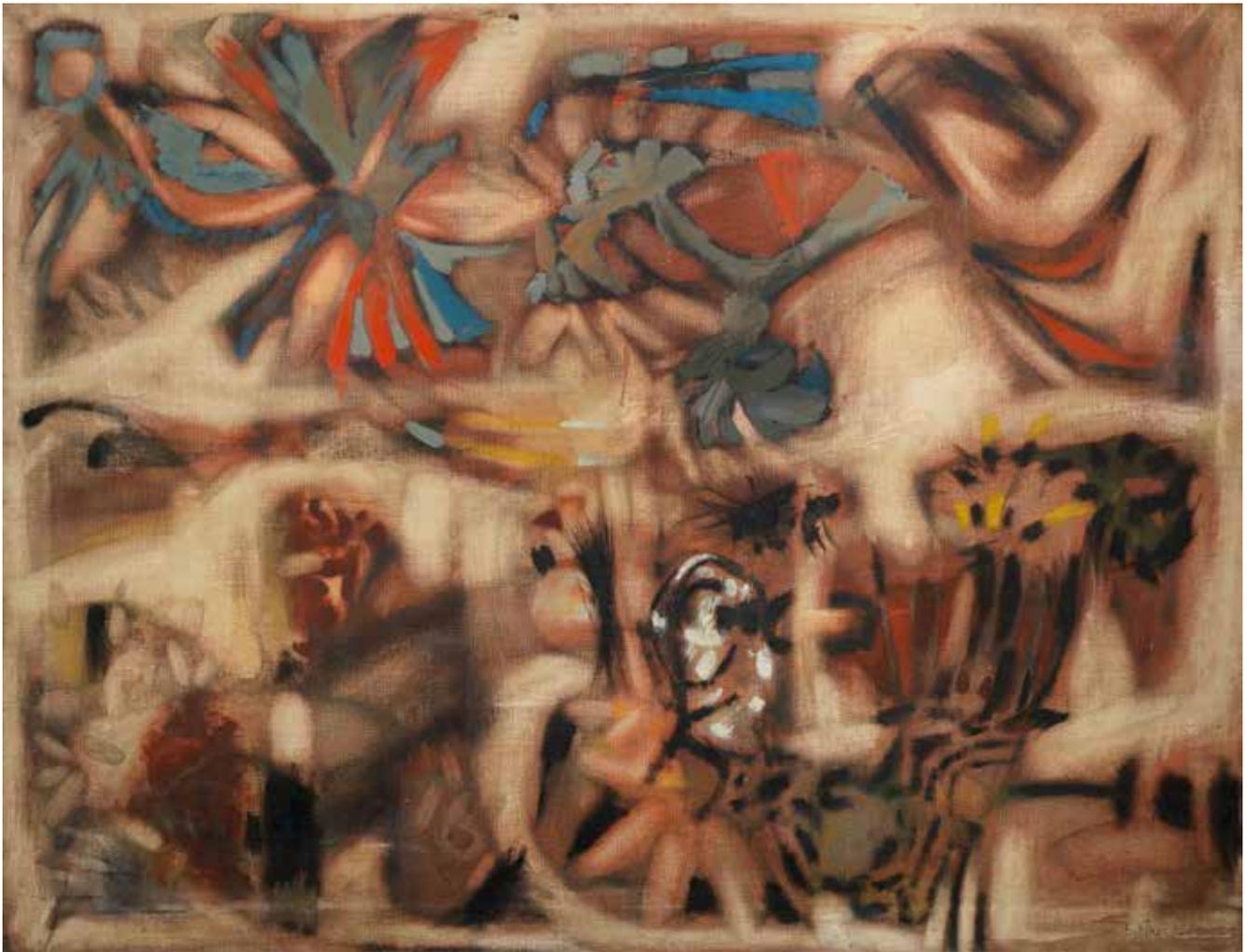
€7,000 - 9,400

Exhibited

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

Painted in 1956, just a year before Kessanlis' first Solo exhibition in the well-known Galleria d'arte L'Obelisco in Rome, *Fiori* reveals a balanced combination of movement and colour. As the art critic Boatto stated: "Nikos' painting reveals a luminous world, full of miracles and mysteries, a world of Mediterranean myths".¹ It was in the late 50s Kessanlis started creating strikingly beautiful works of floating lines and curvilinear forms.

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



55 AR

NIKOS KESSANLIS (1930-2004)

Uccello che vola nel giardino
signed 'K.NIKOS' (lower right); titled, signed, inscribed
'Uccello che vola nel giardino/K.NIKOS/AR 2' and annotated
'OB N.60' (on the reverse)
oil on canvas
100 x 130 cm.

£8,000 - 12,000

€9,400 - 14,000

Exhibited

Rome, L'Obelisco Galleria d' Arte, 1957 or 1959 (possibly).

An uprooted metic, voluntary wanderer and restless traveller, ¹ Nikos Kessanlis epitomised the romantic ideal of the committed modernist and Bohemian avant-garde artist, one who went to live far from his homeland, seeking to get an intuitive glimpse of the future and demonstrate the redeeming value of individual imagination in the face of an increasingly standardized industrial world. In the late 50s, when he painted *Uccello che vola nel giardino*, Kessanlis was in Rome caught up in the aims and aspirations of the post-war avant-garde.

Handled by the Roman gallery, which also mounted the artist's 1959, 1964 and 1965 one man shows, *Uccello che vola nel giardino* is a strikingly 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."² In this exquisite work of floating biomorphic shapes, sparkling colours and curvilinear forms, Kessanlis aptly demonstrates his restless creativity and inexhaustible metamorphic invention.

1. 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.

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

56 AR

ALEXIS AKRITHAKIS (GREEK, 1939-1994)

Untitled

signed and dated 'Akritakis 90' (lower left);

signed and dated also on the reverse

acrylic on panel

155 x 103 cm.

£20,000 - 30,000

€23,000 - 35,000

This daydream vision of striking colours and bold shapes conveys a childlike wonder and an insistent search for joy, while exploring a sophisticated and witty combination of pop art and expressionism. As noted by art critic D. Zacharopoulos, "Akritakis's output from the 1980s and 1990s features large-scale acrylics, revisiting expressionistic gesture and automatic writing and venturing beyond the suppleness of the hand and the pulse of drawing, almost as a deciphering and objectification of older writings, reminiscent, in an odd way, of Kandinsky's hieroglyphic and pictographic abstractions following his Blaue Reiter period."¹

1. D. Zacharopoulos, *Alexis Akritakis* [in Greek], K. Adam editions, Athens 2005, p. 121-122.





57 AR

DIMITRIS MYTARAS (1934-2017)

The highway
signed in Greek (middle right)

oil on panel

70 x 100 cm.

£5,000 - 7,000

€5,800 - 8,200



58 AR

CHRISTOS CARAS (BORN 1930)

Ithaque, 1981

signed in Greek and dated '1981' (lower right)

oil on canvas

142 x 172 cm.

£8,000 - 12,000

€9,400 - 14,000

Literature

E. Mavrommatis, *Differenciations plastiques de l' espace dans la peinture de Christos Caras 1959-1963 1976-1982*, Athens 1982, no. 48 (illustrated).



59 *AR

ALECOS FASSIANOS (BORN 1935)

Le petit paradis, 1985
 signed in Greek (upper right) and titled (upper left)
 acrylic, gouache and gilding on paper laid on canvas
 85 x 70 cm.

£22,000 - 28,000
 €26,000 - 33,000

Provenance

Piasa, Drouot Montaigne, Art Abstrait & Contemporain, Paris,
 June 10, 2008.
 Private collection, Europe.

Literature

A century of Nudes, exhibition catalogue, Opera gallery, Geneva,
 November 23, 2012 - December 06, 2012, p.34 (illustrated).



60 AR

ALECOS FASSIANOS (BORN 1935)

Sous la pergola

signed (upper middle-right) and titled (upper left)

oil on canvas

76 x 106 cm.

£20,000 - 25,000

€23,000 - 29,000

Literature

Fassianos, exhibition catalogue, Opera Gallery London,
28.01.2011 – 10.02.2011, (illustrated p.5).

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.

61 AR

YANNIS GAÏTIS (GREEK, 1923-1984)

Les Suspects

signed 'Gaitis' (lower right)

oil on canvas

114 x 145.5 cm.

£20,000 - 30,000

€23,000 - 35,000

Provenance

Dina Panagoulatou collection. (According to the National Gallery catalogue)

Private collection, Athens.

Exhibited

Athens, National Gallery - A. Soutzos Museum, *Yannis Gaitis*, July 16 - September 30, 1984, no. 94, (illustrated in the exhibition catalogue, no. 105).

Literature

Yannis Gaitis, Catalogue Raisonné, Ioannis F. Costopoulos Foundation, Athens 2003, no. 1433, p. 330 (illustrated).

Yannis Gaitis, The Subversive, Ta Nea editions, Athens 2009, p. 111 (illustrated).

Ranking among the most recognisable images of modern Greek art, Gaitis's motionless and highly stylized anthropakia (little men) are almost always seen in multiple images, implying the subjugation of individual identity to average commonality and capturing the spirit of the age of automation, mass production and globalised uniformity. A restless inventor of contemporary Greek mythologies, Gaitis used only the primary colours—blue, red, yellow, plus black and white. "I don't use tones," said the artist, "because in Greece we have no tones; they are ruined by the strong light. For that reason I like black and white; they are stronger."¹

1. H. Livas, *Contemporary Greek Artists*, Vantage Press editions, New York, 1993, p. 114. See also H. Kambouridis - G. Levounis, *Modern Greek Art-The 20th Century*, Ministry of the Aegean, Athens 1999, p. 174.





62 AR

CHRISTOS CARAS (BORN 1930)

Still life

signed in Greek and dated '75' (lower right)

oil on canvas

54 x 73 cm.

£4,000 - 6,000

€4,700 - 7,000



63 AR

THANOS TSINGOS (1914-1965)

Le port d'Antibes
signed and dated 'TSINGOS/56'
oil on hardboard
62 x 40 cm.

£6,000 - 8,000

€7,000 - 9,400

Provenance

Private collection, Athens.

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

64 AR

ALECOS FASSIANOS (GREEK, BORN 1935)

Un jour d'Avril

signed in Greek and titled (upper left)

oil on canvas

98 x 122 cm.

£20,000 - 25,000

€23,000 - 29,000



INTERNATIONAL GREEKS

Leading artists of Greek descent have won acclaim on both sides of the Atlantic and rank among the distinguished exponents of the international avant-garde, often playing an important role in the Greek art scene and participating in major art shows as the country's representatives. T. Stamos was one of the founders of Abstract Expressionism, along with such great modern masters as J. Pollock and M. Rothko, with a strong showing in major European and American art institutions. J. Xceron, a vital force in international abstraction, had a distinguished career that received a decisive endorsement through a one-man show at New York's Guggenheim Museum. Chryssa, the first artist working in America to use emitted electric light and neon, and Takis, a restless mind who explored the relationship of art and technology, are also pivotal members of the postwar art scene. Although well versed in the ways of the international avant-garde, these Greek-born artists frequently drew inspiration from their native iconographic and cultural tradition, making their own return to the roots by means of their signature expressive vocabulary.





65 AR

THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Catskills 7 P.M., 1947

inscribed 'Stamos/Catskills 7 P.M.' (on the reverse)

oil on cardboard

20.5 x 33 cm.

£6,000 - 8,000

€7,000 - 9,400

Provenance

Louis K. Meisel Gallery, New York.

Private collection, Athens.



66 AR

THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Patriarch and Retinue, 1946
 signed, dated and titled 'Theodoros Stamos' 46
 Patriarch & Retinue' (lower part)
 gouache on paper
 34 x 49 cm.

£8,000 - 12,000
 €9,400 - 14,000

Provenance

Turske Fine Art KAG, Zurich.
 Private collection, Athens.

67 AR

THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Fallen fig, 1949
 signed and dated 'StAMOS 1949' (lower left)
 gouache on paper
 56 x 39 cm.

£8,000 - 12,000
 €9,400 - 14,000

Provenance

Turske Fine Art KAG, Zurich.
 Private collection, Athens.





68 * AR

CHRYSSA (VARDEA) (1933-2013)

Cycladic Book

signed 'Chryssa' (on the lower right side)

Pentelic marble

51 x 41.5 x 3.5 cm.

£12,000 - 18,000

€12,000 - 18,000

Provenance

Acquired directly from the artist by the present owner.

"These were unlikely and esoteric sources for contemporary sculpture and Chryssa . . . stood quite alone in her interests and strikingly original plastic formulations. . . . The reliefs also offered the first evidence of what was to become a dominating obsession with the problems of visibility and legibility in art. . . .Chryssa's Cycladic Books may also be seen as a prediction in terms of flat relief . . . of the Minimalist rage which followed in the sixties."¹

An internationally acclaimed sculptor, Chryssa, was the first artist working in America to use emitted electric light and neon, and among the first to translate the illusion of European art into the reality of literal objects. Chryssa's first major part of her artistic oeuvre were the *Cycladic Books*, a series of plaster reliefs, also described by the French art critic Pierre Restany as having produced "the purified and stylized geometric relief which is characteristic of Cycladic sculpture."

Strongly influenced by today's commercial culture, Chryssa executed the *Cycladic Books* that were initially cast in plaster, using commercial cardboard boxes as moulds. The boxes' folds, sections and internal linear structure were imprinted on the plaster, often forming the letter 'T'. It is precisely this ridge that reminded the artist the stylized geometric language and forms founded in the ancient Cycladic figures and allowing the work to illustrate a balanced fusion of contemporary American and Greek ancient cultures .Thus, the end result is a work of intelligibility and coherence that conveys a classical sense of structure and proportion. While testing new grounds, Chryssa's work, as noted by art critic S. Hunter, "reveals the surprising contemporary outlines of a new classicism, in which we recognise familiar attributes of clarity, order and intellectual control."²

1. S. Hunter, *Chryssa*, Abrams editions, New York, 1974, pp. 8-9.

2. Ibid, p. 19.



69 * AR

CHRYSSA (VARDEA) (1933-2013)

Cycladic Book, 1957

signed and dated 'Chryssa/1957' (on the reverse)

bronze

42.5 x 28 x 2 cm.

£8,000 - 12,000

€12,000 - 18,000

Provenance

Acquired directly from the artist by the present owner.

70 * AR

CHRYSSA (VARDEA) (1933-2013)

New York Cityscape
neon sculpture with timer in plexiglass box
100 X 64 X 25.2 cm.

£20,000 - 30,000

€23,000 - 35,000

Executed in 1971-1974.

This piece is unique.

Provenance

Acquired directly from the artist by the present owner.

Exhibited

Athens, Stavros Mihalarias Art, *Chryssa '60-'90*, May-July 1990,
no. 40 (illustrated in the exhibition catalogue).

Literature

T. Mavrotas, *Chryssa, Light Sculptress*, Ta Nea editions, Athens 2009,
p. 118 (illustrated).

Armed with ground-breaking originality and powerful conviction, Chryssa, the first artist to use direct emitted electric light and neon, managed to give definition and structure to the most elusive of substances, hitherto considered inaccessible to art. Her work from the early 1970s, which includes the *New York Cityscape* offered at auction, ranks among her most extraordinary, producing majestic forms and oscillating patterns that capture the brilliance and throbbing energy of the modern cityscape, while distilling from it its inherent poetry and irresistible allure.

Mounted in a handsome, dark Plexiglas box, the curving neon tubes, along with their electrical connections and interior working parts, are clearly exposed to view. This transparent light cube is not only visually compelling but also psychologically acute, for it can be apprehended both as finished form and work-in-progress. The glamorous illusion of electrified neon and the visible technology of circuitry enhance each other's impact, acting together to reveal the artistic process. Moreover, the timed lapses of light add a new dimension to the game of illusionism, compelling the viewer to experience the work as both absence and presence.

The end result is a work of intelligibility and coherence that conveys a classical sense of structure and proportion. While simultaneously renewing familiar themes and testing new grounds, Chryssa's work, as noted by art critic S. Hunter, "reveals the surprising contemporary outlines of a new classicism, in which we recognise familiar attributes of clarity, order and intellectual control."¹

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



71 * 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)

wood, magnet, wire and metal sewing needle

200 x 80 x 20 cm.

£25,000 - 35,000

€29,000 - 41,000

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.



72 AR

CHRYSSA (VARDEA) (1933-2013)

Cityscape Times Square #11, 1987

Honeycomb aluminium, metallic paint and neon construction

174 x 166 x 67 cm.

£25,000 - 35,000

€29,000 - 41,000

Executed in 1987.

Provenance

Leo Castelli Gallery, New York.

Christies, New York, sale of 19 July 2005.

Private collection, Athens.

Literature

Chryssa Cityscapes, Thames and Hudson editions, New York, 1990, no. 47, p. 85 (illustrated).

“When I first arrived in New York I saw Times Square with its lights and letters, and it made me realize that they were as beautiful and as difficult to make as any Japanese calligraphy.” The 21-year old Greek-born Chryssa was immediately struck by the visual dynamics of this great urban environment. She was fascinated by New York, its urban calligraphy and the bombardment of the senses which the city provided. With its letters, signs and lights, Times Square surprisingly summoned recollections of her heritage. She has remarked: “Believe me when I say there is wisdom in the flashing lights of Times Square. The boldness of America as seen in the lights of Times Square is extremely poetic. The sky against the neon signs resembles the gold in the background of a mosaic or an icon.”¹

Responding to these age-old presences in contemporary American commercial symbols and guided by her European sense of style, Chryssa, the first artist working in America to use emitted electric light, produced metal and neon sculptures with majestic forms and oscillating patterns based on lettering that capture the romantic imagery and inherent poetry of the modern urban landscape. Here, she utilised fragmented and tightly grouped letter-like signs to explore the relationships of volumes and the formal properties of the neon sign. The metal parts are meticulously finished with a spray paint coating while the curved, red light emitting tubes emphasise the voids within the forms and heighten the abstract qualities of the calligraphic elements.

1. *Chryssa: Urban Icons*, exhibition catalogue, Albright-Knox Art Gallery, Buffalo, New York, 1982, p.4; *Chryssa*, exhibition catalogue, Galerie Denise René, New York. See also “Mysteries of Neon”, Time magazine, European edition, June 4, 1973, p. 43.





73 AR

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Fleur

signed and numbered 'Takis 2/4' and inscribed
with the foundry mark (on the base)

cast bronze with black patina

227 cm. high

£40,000 - 60,000

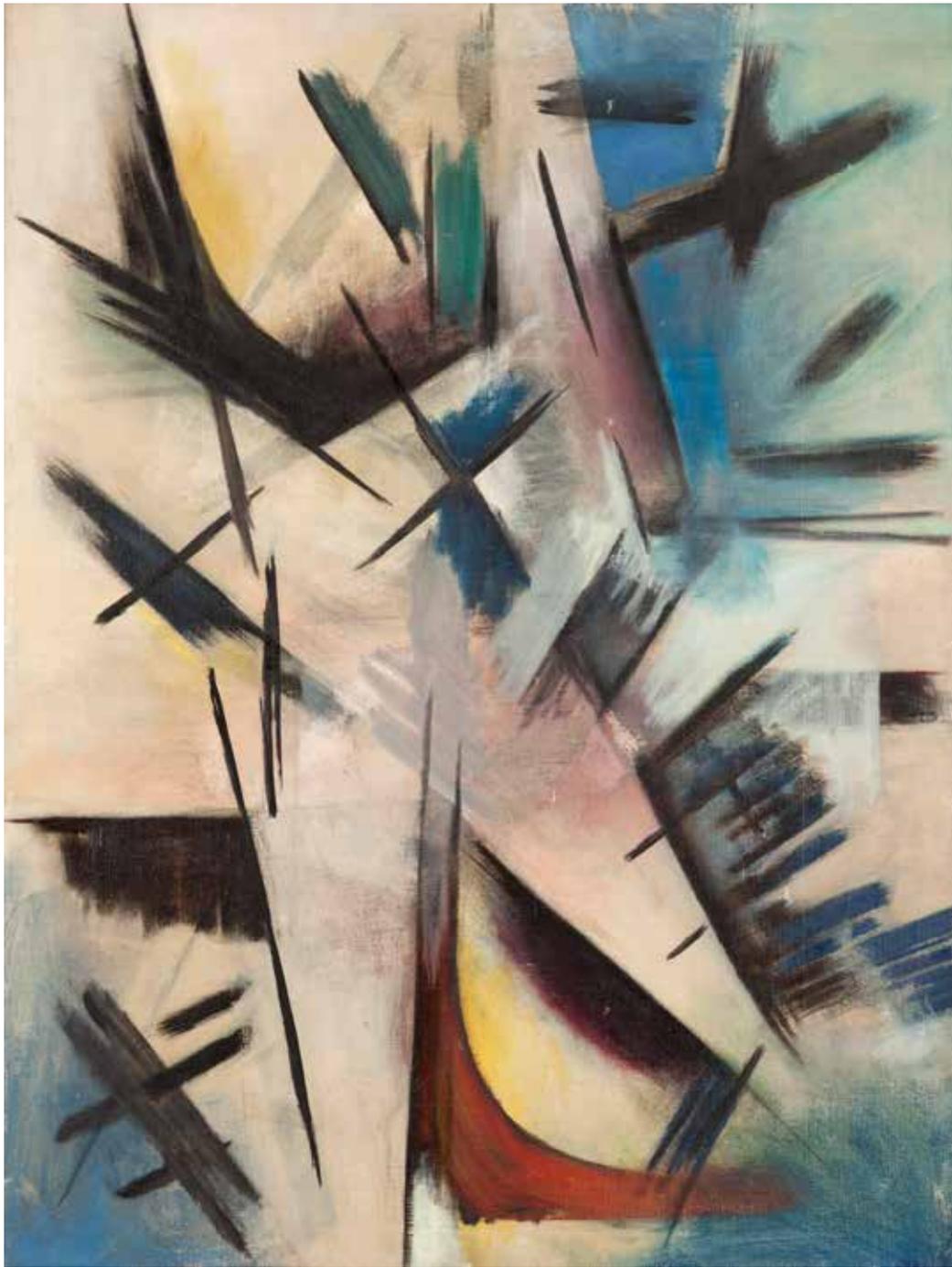
€47,000 - 70,000

Provenance

Alexander Iolas collection, Athens.

Private collection, Athens.





74 AR

JEAN XCÉRON (1890-1967)

Painting 429

signed, dated and inscribed 'JEAN XCERON/PAINTING 429/1959'

(on the reverse)

oil on canvas

122 x 91.5 cm.

£5,000 - 7,000

€5,800 - 8,200



75 AR

THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Infinity Field Torino Series
signed, titled and dated 'INFINITY FIELD, TORINO SERIES/1989
ΣtAMOS' (on the reverse)
acrylic on paper
77 x 56.5 cm.

£6,000 - 8,000

€7,000 - 9,400

Exhibited

Tokyo, Hiro Gallery, *Theodoros Stamos*, 1996, p.25, no. 12 (illustrated)
in the exhibition catalogue.

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.

76 AR

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Sculpture erotique

signed 'Takis' and signed again on the base

bronze, aluminum, magnets, wooden base

34 cm. high, 58 cm. wide (base: 66 cm. diameter of the base,
43 cm. high)

£20,000 - 30,000

€23,000 - 35,000

Executed in 1974.

Provenance

Christies Greek sale of 7 March 2001, lot 110.

Private collection, Athens.

Exhibited

Paris, Iolas gallery, Sculptures Erotique, 1976.

Paris, *Le siècle de Kafka*, Centre Pompidou, 1984.

Echoing Gustave Courbet's provocative 1866 *L'Origine du Monde*, this arresting and highly original sculpture is a bold statement of artistic freedom. A shiny cast of a reclining nude female torso stands on a pedestal, while a dagger-like piece of metal held in suspension against the open thighs by magnets positioned at the back of the cast, defies the pull of gravity in favour of erotic attraction. The artist uses magnetic fields, an intangible and unconventional art medium, to vitalize spaces with energy and capture the invisible forces that bind together the roaming particles of the cosmos.



77 AR

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Signal

signed 'Takis' (on the base)

cast iron and objects

H 104 x W 110 x D 18 cm.

£15,000 - 20,000

€18,000 - 23,000

Takis's slender *Signal* manifests a fascination with the expressive potential of found objects and industrial materials, evoking a world of archetypal symbols. Although not representational in the traditional sense, it does relate directly to objects that exist in the real world in a previous context. As noted by art critic W. Andersen, "Takis's Signals are metaphorical objects, reminding us not only of the presence of unseen forces but also that ultimately their existence is something we cannot completely control and comprehend. They are intriguing, unsettling, because they are parallel to things we understand but do not act in a way we are able to predict or decipher. 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.



MODERNIST SCULPTURE

Restless and inquisitive, postwar sculptors infused the forces of renewal in Greek art with a fresh and vital impetus. Some, like Coulentianos and Aperghis, created essential abstract forms, capturing the intrinsic properties of their materials, while others challenged the traditional boundaries between painting and sculpture, leveraging the expressive potential of unconventional materials to bring new meaning to their age-old medium. Exploring the relationship of art and the new realities of the post-industrial world, G. Lappas produced fascinating pieces of sculpture that look more like modular assemblages, while Pavlos, working under the banner of nouveau realisme, appropriated discarded materials from industrial printing presses and transformed them into brilliant and compelling images of nature.

78 AR

KOSTAS PANIARAS (1934-2014)

Day and night

both signed 'PANIARAS' (on the lower part)

PVC and polyurethane colours

245 high, 25.5 diameter

£5,000 - 7,000

€5,800 - 8,200

Executed c. 1984.

Provenance

Iason Rizos collection, Athens.

Private Collection, Athens.

Literature

Tachydromos magazine, no. 52 (1702), December 25, 1986,
p. 44 (illustrated).





79 AR

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Cypress

paper construction, aluminium, wooden base.

253 cm high with base

£5,000 - 7,000

€5,800 - 8,200

Executed c. 1990-1991.



80 AR

GEORGE LAPPAS (1950-2016)

Acrobat/Untitled

signed in Greek and dated '2003 (under the stool)

aluminium, felt, wood, metal

124 cm. height

£6,000 - 8,000

€7,000 - 9,400



81 AR

COSTAS COULENTIANOS (1918-1995)

Untitled, 1960

inscribed 'KK' and numbered 2/8 (on the base)

cast bronze

105 cm. high x 39 cm. wide x 28 cm. deep

£6,000 - 8,000

€7,000 - 9,400

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

82 AR

ACHILLEAS APERGIS (1909-1986)

Ladders

bronze

68 cm. height

£5,000 - 7,000

€5,800 - 8,200

Executed in 1979.

Provenance

Manos Pavlidis and Epi Protonotariou collection, Athens.

Private collection, Athens.

Exhibited

Athens, Desmos Gallery, *A.Aperghis-Sculptural Exodus*, 1981.





83 AR

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Tree

signed and dated 'Pavlos/2006' (lower right);

signed and dated 'Pavlos/2006/PAVLOS' (on the reverse)

Papier d'affiches on panel

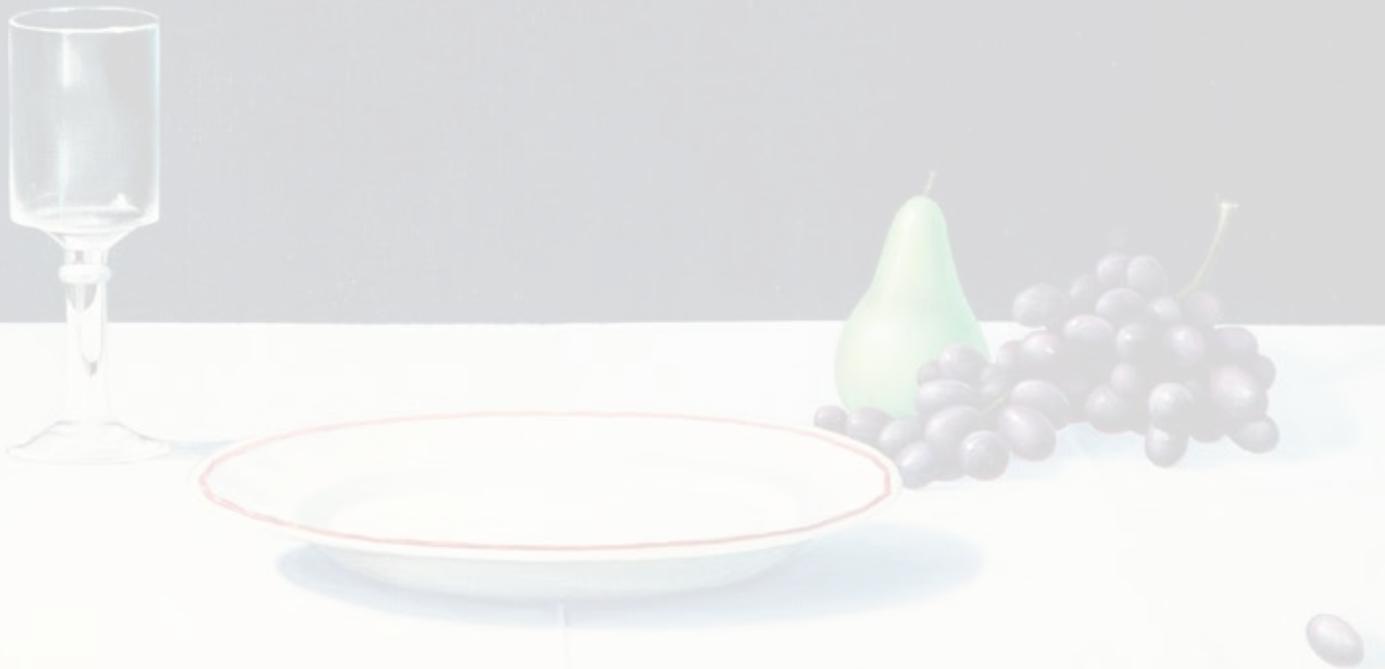
60.5 x 75 x 3.6 cm.

£6,000 - 8,000

€7,000 - 9,400

CONTEMPORARY FIGURATIVE TRENDS

Towards the end of the 20th century, under the influence of postmodern tendencies, young and older artists turned to sources of inspiration often neglected during the reign of high modernism. Contemporary trends began to probe deep into history (A. Droungas, G. Derpapas), religion (C. Bokoros, Angelos), bygone civilizations (P. Samios) and the innocence of the pre-industrial world. The modernist formal vocabulary, bequeathed by the 1960s generation, was combined with a nostalgic longing for the values of cultural tradition, echoing the quest for Greekness that marked the legendary 1930s generation. The long neglected figuration, often handled with neo-expressionist fervour (M. Theofylaktopoulos) or enigmatic realism (A. Georgiou), regained its former glory in an effort to redefine cultural identity in the face of an ever increasing global assimilation of cultures and ways of life.



84 AR

ACHILLEAS DROUNGAS (BORN 1940)

Still lives

signed and dated 'A.Droungas 1976' (lower right)

oil on canvas

120 x 190 cm.

£15,000 - 20,000

€18,000 - 23,000

Provenance

Ion Vorres collection.

Private collection, Athens.

Exhibited

Athens, Zoumboulakis Galleries, *Achilleas Droungas*,

October 12 - November 18, 1978.

Athens, National Gallery - A. Soutzos Museum, *Achilleas Droungas*

Retrospective, April 29 - August 31, 2009, no. 30, pp. 80-81

(illustrated).

Literature

Zygos magazine, no. 32, November-December 1978,

p. 25 (discussed), p. 28 (illustrated).

Epikaira magazine, no. 538, November 23-29, 1978,

p. 61 (discussed).

H. Kambouridis, *Droungas*, Adam editions, Athens 1994,

p. 43 (discussed), pp. 42, 66-67 (illustrated).

H. Kambouridis, T. Pasachidou, *Droungas*, K. Adam editions,

Athens 2008, pp. 40-41 (illustrated).





85 AR

ANGELOS (PANAGIOTOU) (BORN 1943)

Girl with a pair of doves

signed in Greek and dated '1994' (lower right)

oil on canvas

140 X 120.5 cm.

£12,000 - 18,000

€14,000 - 21,000



86 AR

GEORGIOS DERPAPAS (1937-2014)

The sunset

signed in Greek (lower left)

oil on panel

81.5 x 101 cm.

£5,000 - 7,000

€5,800 - 8,200

Provenance

Private collection, Greece.

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87 AR

MAKIS THEOFLAKTOPOULOS (BORN 1939)

The athlete
signed in Greek and dated '78' (on the reverse)
oil on canvas
149 x 97 cm.

£6,000 - 8,000

€7,000 - 9,400

Exhibited

Alexandria, *12th Biennale de Pays de la Méditerranée*, 1978.



88 AR

APOSTOLOS GEORGIU (BORN 1952)

Untitled

signed in Greek and dated '13' (on the reverse)

acrylic on canvas

200 x 150 cm.

£7,000 - 10,000

€8,200 - 12,000

Painted in 2013.

Provenance

Acquired directly from the artist by the present owner.

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89 AR

CHRISTOS BOKOROS (BORN 1956)

Folded sheet
signed in Greek (lower right)
oil on panel
56.2 x 112 cm.

£6,000 - 8,000

€7,000 - 9,400



90 AR

ACHILLEAS DROUNGAS (BORN 1940)

Still life with neon lamp

signed and dated 'A.Droungas, 1978' (lower right)

oil on canvas

74 X 100 cm.

£10,000 - 15,000

€12,000 - 18,000



91 AR

PAVLOS SAMIOS (BORN 1948)

Erotic

signed and dated 'Samios 03' (middle left)

mixed media and light on carved panel

133 x 60 x 7 cm.

£4,000 - 6,000

€4,700 - 7,000

Executed in 2003.



92 AR

CHRISTOS BOKOROS (BORN 1956)

Tree and flames

signed in Greek and dated '96' (lower right)

oil pigments and paints on gilded panel

87 X 62 cm.

£8,000 - 12,000

€9,400 - 14,000



93 AR

VASSILIS FOTOPOULOS (1934-2006)

Four costume designs for the movie Nikiforos Fokas
gouache on paper
60 x 47 cm.

(4)

£5,000 - 7,000

€5,800 - 8,200

Please note that only two works are illustrated in the catalogue.

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3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

The Seller's responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £100,000 of the *Hammer Price*
20% from £100,001 to £2,000,000 of the *Hammer Price*
12% from £2,000,001 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 licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

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

9 THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

10.3.1 We will not be liable to you for any loss of *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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African, Oceanic & Pre-Columbian Art

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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Paddle number (for office use only)

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

Data protection – use of your information

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

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Sale title: The Greek Sale	Sale date: Monday 10 April 2017
Sale no. 24257	Sale venue: New Bond Street, London

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

General Bid Increments:

£10 - 200by 10s	£10,000 - 20,000by 1,000s
£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s
£500 - 1,000by 50s	£50,000 - 100,000by 5,000s
£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s
£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion
£5,000 - 10,000by 500s	

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□	Please tick if you have registered with us before <input type="checkbox"/>

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid*

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond I will collect from Park Royal or bonded warehouse Please include delivery charges (minimum charge of £20 + VAT)

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature: _____ Date: _____

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams **only** if we are unable to contact you by telephone, or should the connection be lost during bidding.
NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.
Please email or fax the completed Auction Registration form and requested information to:
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