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Wednesday 2 May 2018, at 2pm 101 New Bond Street, London

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Front cover: lot 22 Back cover: lot 58 Inside front cover: lot 32 Inside back cover: lot 15 Opposite: lot 11

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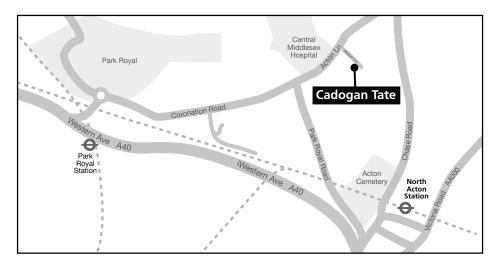
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THÉODORE JACQUES RALLI (1852-1909)

Young girl weaving willow branches signed 'Ralli' (lower right) oil on panel 18.5 x 24 cm.

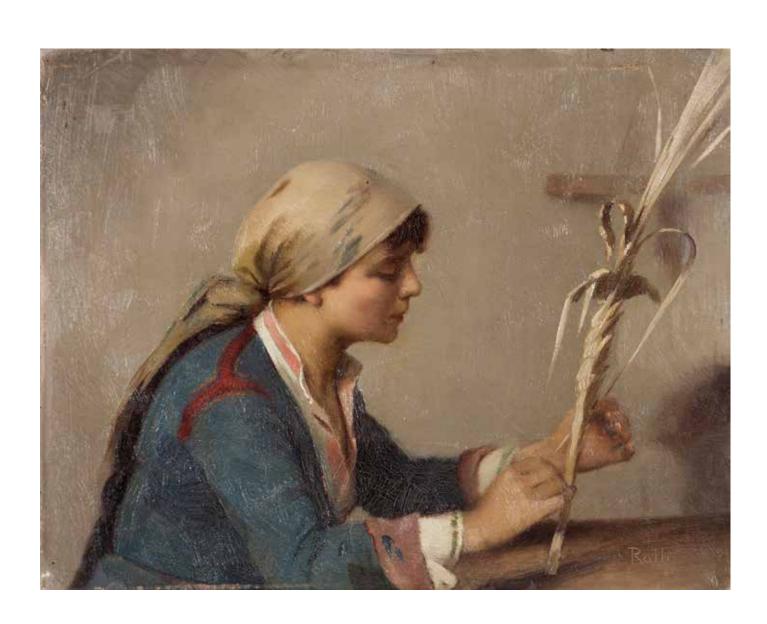
£12,000 - 18,000 €14,000 - 20,000

Provenance

Sotheby's, London, 2 December 1998, lot 64. Private collection, Athens.

Literature

M. Palioura, *The Painting Oeuvre of Theodoros Ralli (1852-1909)*, doctoral dissertation, University of Athens, Athens 2008, no. 276, vol. II, p. 452 (illustrated).



GEORGIOS JAKOBIDES (1852-1932)

A Smiling Girl signed in Greek and dated '1901' (lower right) oil on panel 21 x 16.5 cm.

£10,000 - 15,000 €11,000 - 17,000

Provenance

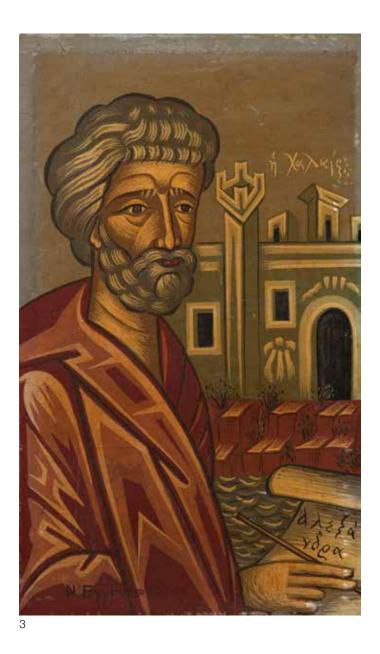
Private collection, Greece.

Unsurpassed draughtsman and keen observer of human nature, Jakobides established his reputation as the quintessential kindermaler or painter of young children. The artist has been recognized as such because he managed to look beyond beautified sentimental stereotypes and capture a wide variety of childhood expressions, from evocatively absorbed as in *Girl Reading* (Bonhams, Greek Sale, 20/5/2008) and mischievously capricious as in *Naughty Grandson* (Bonhams, Greek Sale, 9/4/2014) to disarmingly joyful as in Girl laughing.

In 1886, around the time he painted this enchanting picture, Jakobides wrote: "I am always trying to blend, as much as possible, the natural with the beautiful." Here, his young protagonist captures a world of unpretentious joy, lively presence and genuine feeling, reminding an adult audience of the magic of childhood. As uniquely put by the great writer Pavlos Nirvanas, "the painters who have managed to capture the miracle of childhood and fix it on a flat surface, as we do with butterflies, careful not to disturb a single scale from their colourful wings, are but few. One of them is Jakobides."

- $^{\rm 1}.$ See O. Mentzafou-Polyzou, $\it Jakobides$ [in Greek], Adam editions, Athens 1999, p. 92.
- ².. P. Nirvanas, "The Painter of Children" [in Greek], Pinakothiki journal, 12 (1912-13), pp. 100-101.





NIKOS ENGONOPOULOS (1910-1985)

Chalkis signed in Greek (lower left) and titled (upper right) egg tempera on panel 16.5 x 9.5 cm.

£5,000 - 7,000 €5,700 - 7,900

Provenance

Private collection, Athens.

Exhibited

Athens, Astrolavos Gallery, N. Engonopoulos, Mythology, Byzantium, War of Independence, March 16 - April 3, 1999, no. 31.
Athens, Astrolavos Gallery, Religious Subjects, April 26 - May 7, 2005, no. 23.

Literature

Nikos Engonopoulos, the Byzantine, Athens 2001, p. 51 (illustrated).

D. Vlachodimos, *Reading the Past in Engonopoulos*, Indiktos editions, Athens 2006, p. 267 (listed).

K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonée, Benaki Museum, Athens 2007, no. 511, p. 288 (illustrated), p. 449 (illustrated).

N. Chaini, *The Painting of Nikos Engonopoulos*, doctoral dissertation, National Technical University of Athens, 2007, no. 217, p. 535 (discussed), p. 536 (illustrated).

$_4$ AR

FOTIS KONTOGLOU (1895-1965)

The hand of Pantocrator, after the depiction of the dome of the Omorfoklissia church, Attica. signed and inscribed in Greek and dated '1956' (upper left) egg tempera on hardboard 62 x 50 cm.

£6,000 - 8,000 €6,800 - 9,000

Provenance

Acquired directly from the artist by the present owner.

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





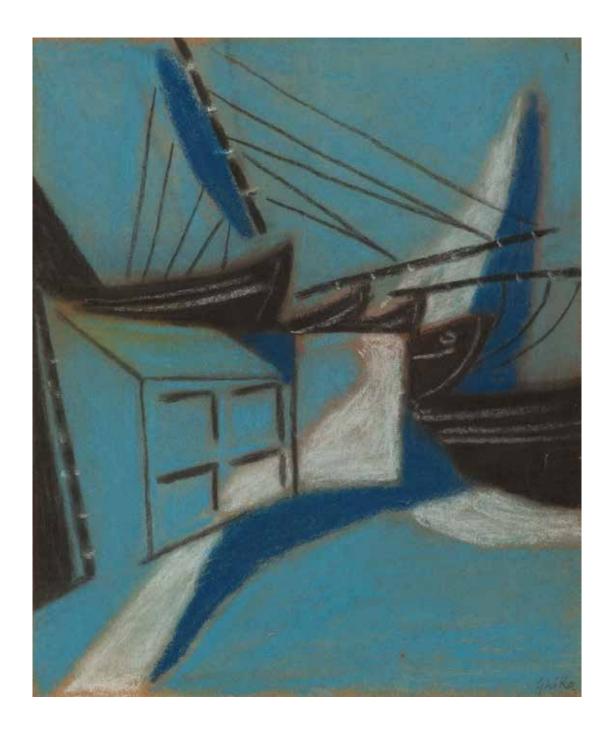
MARIOS PRASSINOS (1916-1985)

signed and dated 'Prassinos 46' (lower left) oil on canvas 38.5 x 46 cm.

£6,000 - 8,000 €6,800 - 9,000

Provenance

Private collection, Athens.



 $_{6}$ AR NIKOS HADJIKYRIAKOS-GHIKA (1906-1994) Boats, 1935

signed 'Ghika' (lower right) pastel on paper 24 x 20 cm.

£3,000 - 5,000 €3,400 - 5,700

Provenance

Private collection, Athens.

Exhibited

Athens, Atelier artists' club gallery, M. Tombros, G. Gounaropoulos, N. Hadjikyriakos-Ghika, May 12 - July 1, 1935, no 26 or 27. Andros, Museum of Contemporary Art – Basil and Elise Goulandris Foundation, Nikos Hadjikyriakos-Ghika, a Timeless Contemporary, July 3 - September 25, 2011 (illustrated in the exhibition catalogue, p. 57).





THEOFILOS HADJIMICHAEL (1871-1934)

Erotokritos and Aretoussa signed and inscribed in Greek and dated '1930' (lower left) oil on canvas laid on board 59 x 96 cm.

£30,000 - 50,000 €34,000 - 57,000

Provenance

Private collection. Athens.

In a luxuriant garden inhabited by succulent plants and trees, a white marble statue and a majestic peacock, and embellished with a frame of boldly coloured roses, Erotokritos has climbed a rope ladder to reach the balcony of his beloved Aretoussa. He is portrayed, however, frontally with only his bent left leg indicating an upward movement. The young princess embraces him and leans in to kiss him, stretching her wonderful long neck set against the cascading locks of her hair. The composition is further animated by a row of buildings in the background used as an indication of the structured space needed to set the stage for the meeting of the two lovers.

Written by Vintsentzos Kornaros around 1640, at a time when Crete laid across the lifelines of commerce and culture between Venice and Constantinople. *Erotokritos* is considered the masterpiece of Cretan poetry and a milestone in the history of Greek literature. The story of this heroic verse romance runs as follows: Erotokritos falls in love with the King's daughter Aretoussa, whom he serenades night after night. Aretoussa, enchanted by his beautiful songs falls in love too. After various secret meetings between the two lovers, Erotokritos asks the king for her hand in marriage. The king, infuriated by this request, exiles the young lover and casts Aretoussa into a dark dungeon. Later, when the city is about to fall to invaders, Erotokritos arrives in time to save the day. As a reward he asks for the hand of Aretoussa, which is gratefully granted, and the two lovers reign happily ever after over the kingdom of Athens. Setting great store by true love, courage and patriotism, the poem enjoyed immense popularity among Greeks, who learned it from refugees after the fall of Crete in 1669. The romance became a national poem and its hero a symbol of suffering Hellenism, exalted side by side with Digenis Akritas and Alexander the Great.1

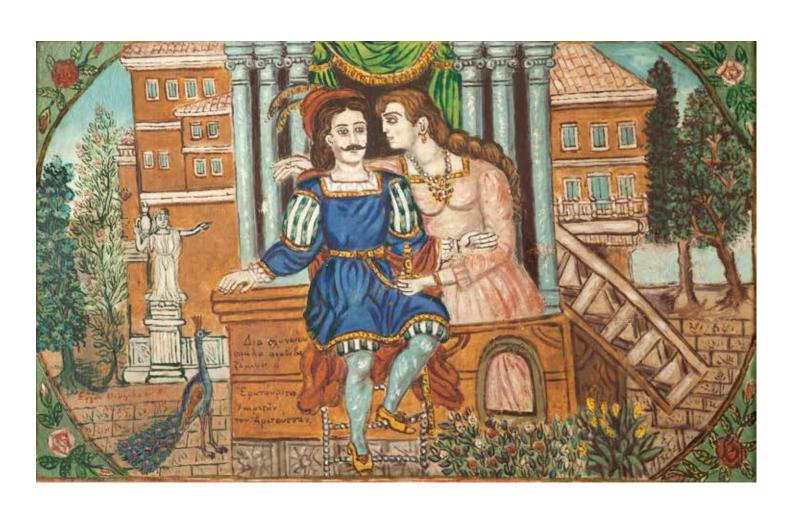
The lovers' meeting on the balcony, as depicted in Theofilos's painting, has no exact counterpart in the poem, which recounts their conversation through a double barred window.² As noted by theatre expert K. Nitsos, "the meeting is obviously related to the balcony scene in Romeo and Juliet. This seems to support the conjecture that Theofilos was inspired

by the performance of a travelling theatre company. It can also be inferred by the theatricality of the Renaissance costumes and the balcony's architecture, even the curtain-like drapery at the balcony's entrance."3

Though Erotokritos is represented in a Renaissance outfit and the scene does not correspond exactly to the poem, Theofilos's painting is imbued by a profoundly Greek atmosphere. The buildings in the background seem perched on a hill, resembling the mansions of the Mt. Pelion villages, while the same Greek spirit is evident in the depiction of the foreign garb. As noted by K. Nitsos, "Theofilos's self-assured and courageous Aretoussa, the gaze, the luxurious mustache and the facial traits of his Erotokritos, which make him look no different than the other braves he painted, endow the scene with an air of folk gallantry and honesty, poignantly capturing -even reviving- the Greek spirit and the Greek ethos of the Cretan Renaissance. Note the fascinating pictorial, even theatrical interplay of stripped and monochromatic fabrics and the different shades of blue generated by the alternating pleats and foldings. Amidst ochres and reds, this radiant blue echoes the magnificent Byzantine harmonies that blend with both western influences and traditional sources without seeming to clash or be out of place."4 Erotokritos has struck deep roots in the Greek soul and, not surprisingly, Theofilos's legendary wooden chest contained a popular edition of this celebrated narrative poem.5

- ¹. See V. Kornaros, *Erotocritos*, Papazissis editions, Athens 1984, pp.
- ². "bars blocked the window all along", V. Kornaros, *Erotocritos*, Canto III, ver. 395-396.
- 3. K. Nitsos, "A Short Note on Theofilos" [in Greek], Theatro magazine, no.4, July-August 1962, p. 7.
- 4. Nitsos, "A Short Note on Theofilos", p. 7. See also I. Alexopoulou-Kaliyanni, Modern Greek Painting-Sculpture-Literature, doctoral dissertation, Athens 1992. vol. A' p. 115.
- ⁵. G. Seferis, *Dokimes (Treatises)* [in Greek], Fexis editions, Athens 1962, p. 58.

Please note that due to Greek regulation, this lot cannot be exported from Greece and will be available for viewing and inspection in Athens either by appointment or during the Athens Preview, 17-19 April 2018. This work will be located in Athens during the auction.



JEAN ALTAMOURA (1852-1878)

Ship in storm signed 'Jean Altamura' (lower left) oil on canvas 39 x 61 cm.

£20,000 - 30,000 €23,000 - 34,000

Provenance

The estate of the artist and thence by descent to the present owner.

Exhibited

Athens, Benaki Museum, *Jean Altamouras, his Life and Works*, March 31 - May 22, 2011 (illustrated in the exhibition catalogue, p. 185).

Skillfully rendering the quality of light and shade and beautifully composed with wispy, evanescent brushstrokes that melt into the fabric of the paint, this canvas exemplifies Altamoura's compelling mature work. Based on a vigorous diagonal rhythm, which extends from the extreme foreground on the lower left to the tilted mast of the sailing ship at the middle ground and then towards the heavy cloud concentration on the upper right, the picture conveys an extraordinary effect of recession towards the horizon. This strong diagonal is further accentuated by the white highlights on the foreground and mainly by the big foamy wave in the center, which serves as the picture's focal point. Moreover, the artist's fondness for placing the horizon low in the composition, contributes to the illusion that the vast expanse of sky and sea extends far beyond the limits of the framed canvas.

The breadth and openness of the shimmering sky, crossed by silvery travelling clouds and the choppy sea full of cool green waves animated by luminous white splashes, combine academic principles with a vivid sense of on-the-spot immediacy, while the shifting atmosphere and the mobility of light have been recorded with effortless brilliance. Capturing the freedom of the sea and the fleeting beauty of natural phenomena in a manner that usually eludes the painstaking style preached at the academies, the young painter developed a fresh approach to the seascape, "transforming natural elements into a lyrical image" that distantly echoes the splendour of late 17th century marine painting.

¹. See M. Vlachos, *Greek Marine Painting*, Olkos editions, Athens 1993, p. 136.





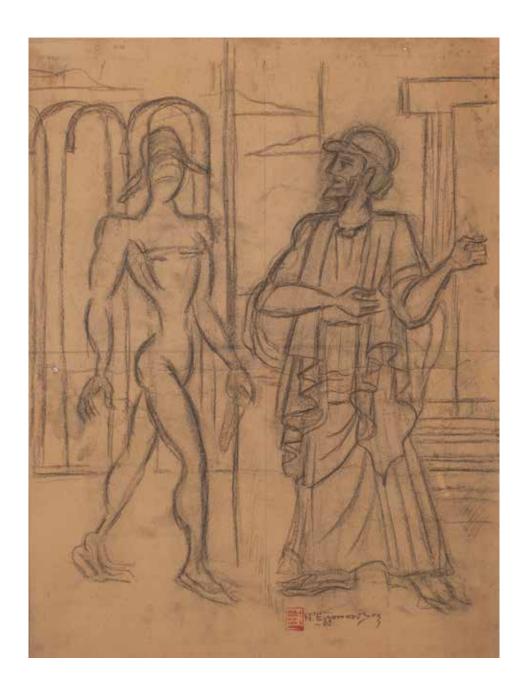
ARISTIDES OECONOMO (AUSTRIAN/GREEK, 1821-1887) An aristocratic lady dressed in a traditional costume from Pontus signed and dated 'A.Oeconomo 1859' (lower right) oil on canvas 84 x 69 cm.

£3,000 - 5,000 €3,400 - 5,700

Provenance

Christie's, London, 14 October 1999. Private collection, Athens.

This is a portrait of a young European woman depicted as an oriental noblewoman. The figure is placed diagonally with her head tilted forward and leaning towards her right shoulder. The work reflects a trend of the time for European works with oriental elements. In this context, the costume elements represent a European subversion and simplification of the traditional Pontian women's costume. On the head, over her black braided hair, she wears a red velvet fez with wrought metal decoration (tepelik or tampla) and two long golden tassels. On her ears she wears 'double heart' earrings. Her round face is set against a neutral background, illuminated by her faint smile and liquid eyes. Her revealing costume is a semi-transparent Renaissance version of the traditional off-white camis shirt. The shawl covering her arms and hands is reminiscent of the Pontic stamped linen square kerchief (tsiti) and its brown paisleys on a dark green plain lead us to the area of Nicopolis of Pontus. The work resembles the portrait of a "young woman with Pontian costume" by Symeon Savidis at the Municipal Art Gallery of Larissa - G.I. Katsigras Museum.



NIKOS ENGONOPOULOS (1910-1985)

Commedia dell'Arte stamp of the artist's studio charcoal and pencil on paper 59 x 45 cm.

£6,000 - 8,000 €6,800 - 9,000

Painted in 1965.

Provenance

Private collection, Athens.

Literature

Nikos Engonopoulos, Sketches and Colours, Ypsilon editions, Athens 1996, no. 96 (illustrated).

K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonée, Benaki Museum, Athens 2007, no. 882, p. 348 (illustrated), p. 494 (illustrated).

N. Chaini, *The Painting of Nikos Engonopoulos*, doctoral dissertation, National Technical University of Athens, 2007, no. 228, p. 555 (discussed), p. 556 (illustrated).

GEORGIOS JAKOBIDES (1852-1932)

Girl with daisy oil on canvas 69 x 57 cm.

£40.000 - 60.000 €45,000 - 68,000

Provenance

The artist's family. Property of a private collection, Greece. Christie's, Athens, 7 March 2001, lot 39. Private collection (acquired from the above sale).

Exhibited

Athens, National Gallery - A. Soutzos Museum, lakovidis, a Retrospective, November 14 - December 30, 2006, no. 189 (illustrated in the exhibition catalogue, pp. 287, 290).

Literature

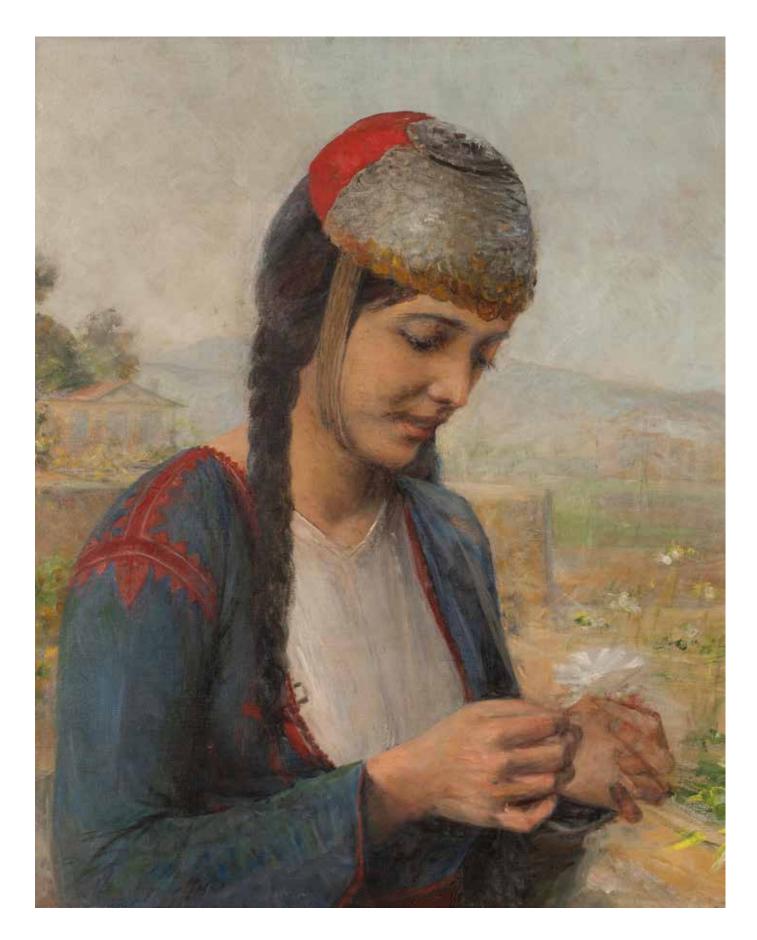
O. Mentzafou-Polyzou, lakovidis 1853-1932, Adam editions. Athens 1999, no. 287, p. 358 (catalogued), p. 304 (illustrated).

In an article published in New York's National Herald in 1928 under the title "Truth in Art", Jakobides noted that "the work of art should be a celebration of nature... the artist has to indispensably rely on the elements so generously provided by Nature"1.

Painted probably around the same time, Girl with daisy captures a country girl in the fields wearing a traditional Greek costume and a red headpiece adorned with silver coins. Set against a luminous background bathed in shimmering light-head lowered and hands poised as if for a delicate task-she picks off the petals of a white daisy, winning the viewer over with her freshness and unpretentious simplicity. While the composition adheres to academic traditions of country genre, the vigorous brushwork, which describes texture and models form, and the prominence of atmospheric light effects are informed by impressionist principles, effectively balancing pictorial concerns with the picture's mood and conveying a sense of joy and intimate informality.

As noted by Mentzafou-Polyzou, as early as the 1890s light acquired a very specific character in Jakobides's work. The intense contrast between shady and bright parts became dominant and the outlines were stressed in the areas where light fell. During this decade he broke away from conventional portraiture and painted figures in the countryside, as mentioned in one of his letters.2 His paint handling became freer yet confident, coming closer to Max Liebermann's loosened brushwork and the style known today as German impressionism.

- ¹. Monthly Illustrated National Herald, March 1928.
- ². See O. Mentzafou-Polyzou, *Jakobides* [in Greek], Adam publ., Athens 1999, p. 184. See also Georgios Jakobides (1853-1932) The Painter of Childhood, 2006 Calendar, National Gallery-A. Soutzos Museum.







MICHALIS ECONOMOU (1888-1933)

Church with red shade signed 'M.Economou' (lower right) oil on cardboard 39 x 70 cm.

£30,000 - 50,000 €34,000 - 57,000

Provenance

Private collection, Athens.

Literature

A. Kouria, M. Economou, Adam editions, Athens 2001, no. 65, p. 255 (catalogued), pp. 98, 99 (illustrated).

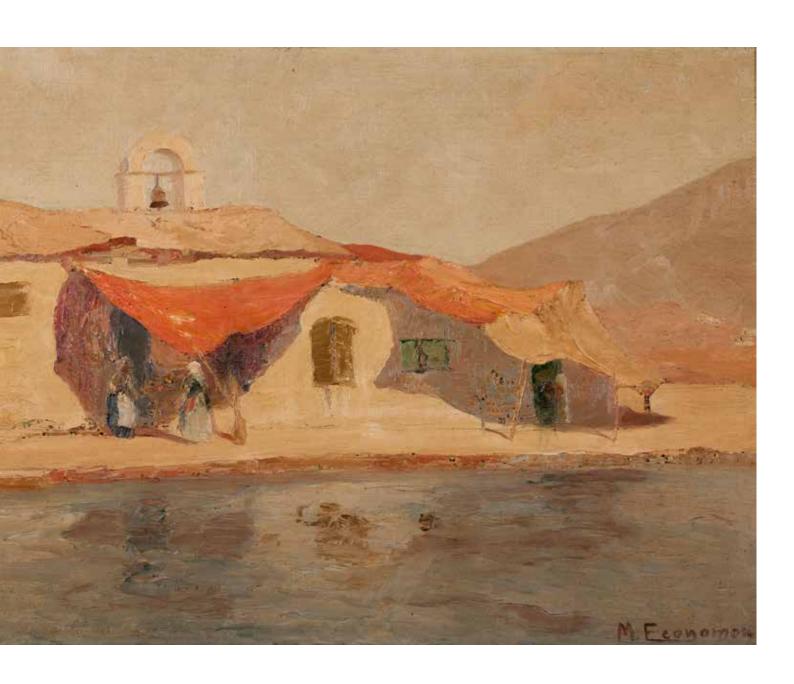
A quintessential Economou captured in textured, sculpturesque forms. this compelling rendition of a humble seaside chapel with a glowing red tent showcases the artist's ability to distil the expressive potential of an ordinary subject and transform it into a lyrical image of subjective truth. As noted by art historian A. Kouria, "Economou's intention was not to capture the world of appearances with descriptive accuracy but, rather, to transcend external reality in formulating a personal artistic vision."1

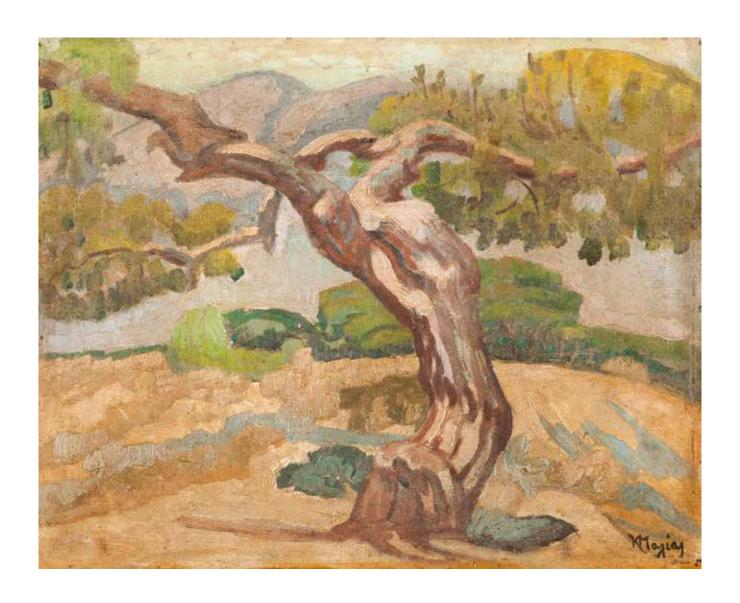
The motif of the seaside house reflected on shallow waters is a favourite and recurrent theme throughout Economou's oeuvre, echoing distant memories marked by early experiences and visual recollections of the Aegean Sea and his native port town of Piraeus.2 The artist is also concerned with the harmonious incorporation of the human presence into the whole—in this case two women standing under the red tent and the spatial relationship between the figures and their surrounding space. This need to pictorially unite human figures and their environment into a cohesive and meaningful whole-a lifelong preoccupation of the artist - dictated a uniform handling of energetic brushwork throughout the picture plane (compare Women in the yard, lot 44).

¹. A. Kouria, Michalis Economou [in Greek], Adam editions, Athens 2001, p. 33.

². Ibid, pp. 27-28.







13 CONSTANTINOS MALEAS (1879-1928) signed in Greek (lower right)
oil on canvas laid on cardboard

£6,000 - 8,000 €6,800 - 9,000

32 x 40 cm.



THEOFRASTOS TRIANTAFYLLIDIS (1881-1955)

Boats in the river signed in Greek (lower left) oil on canvas laid on board 27 x 46.5 cm.

£6,000 - 8,000 €6,800 - 9,000

Provenance

Christie's, Athens, 4 December 1995, lot 60. Private collection (acquired from the above sale).

Literature

A.Kotidis, Theofrastos Triantafyllidis, Another Thirty in Painting, University Studio Press, Thessaloniki 2002, no. 65, p. 135 (referred), p. 335 (catalogued), p. 136 (illustrated).

PÉRICLÈS PANTAZIS (1849-1884)

The painter Maurice Hagemans initialed 'P' (lower left) oil on panel 42 x 33 cm.

£15,000 - 20,000 €17,000 - 23,000

Painted in 1877.

The work bears an inscription by M. Hagemans (on the reverse).

Provenance

Private collection, Athens.

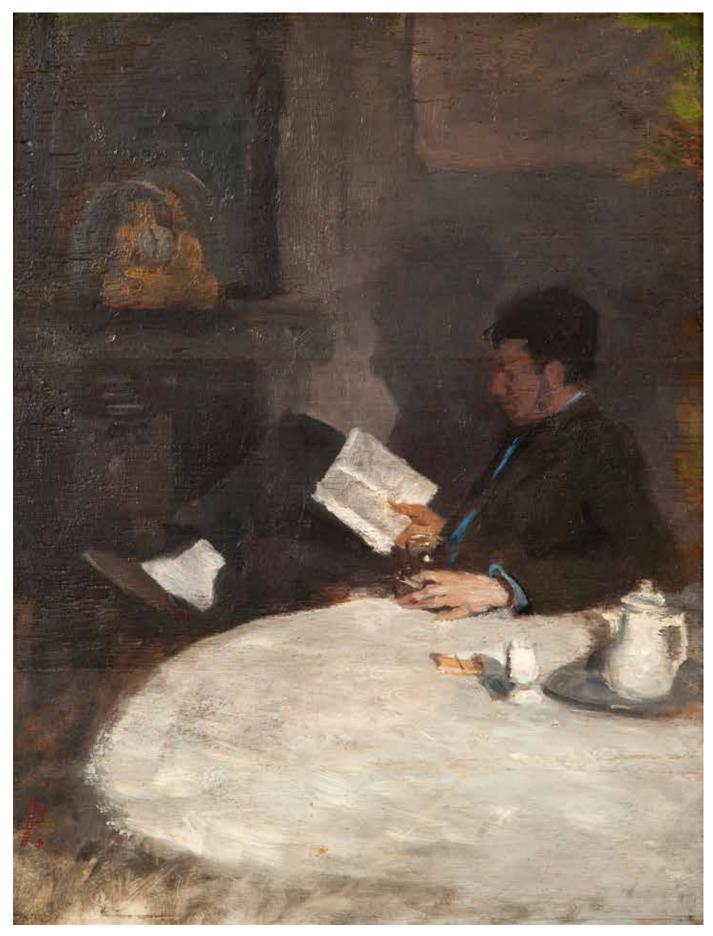
Literature

Pericles Pantazis 1849-1884, Evangelos Averoff-Tositsas Foundation, Athens 1994, no. 332, p. 37 (referred), p. 227 (catalogued), p. 152 (illustrated).

Painted in 1877, right in the midst of the artist's most creative and prolific period (1876-1878), this engaging work is an impressionist portrait of Pantazis's close friend Maurice Hagemans (1852-1917), a notable landscapist and prominent member of the Belgian avant-garde. In 1875, Pantazis, together with Hagemans and other distinguished Belgian artists, including T. Baron, L. Speeckhart, L. Artan and F. Rops, co-founded Chrysalis, an art movement that championed freedom of expression and aimed to liberate painting from the shackles and confines of academicism. During these exciting years, Pantazis frequently visited the Belgian Ardennes and especially the village of Anseremme, which attracted many of his fellow painters and members of the Chrysalis group. There, at the Auberge des Artistes, a renowned hangout frequented by artists, writers and other free spirits, Pantazis painted the portraits of Félicien Rops, novelist Léon Domartin and Maurice Hagemans. In a signed handwritten note attached to the verso of the panel, Hagemans himself asserted that his portrait was painted on a winter evening of 1877 at the Auberge des Artistes.

This exquisite painting reveals Pantazis as a restless artist who was receptive to new ideas and ventured into compositions that departed from the tenets of institutionalised realism. In the 1878 International Exposition in Paris, in which 29-year old Pantazis participated along with such towering figures of Greek art as N. Gysis and N. Lytras, critics made extensive references to his output, placing him among the avantgarde of European art.1 Here, he skilfully combined acute observation with purely pictorial values, such as confident brushwork, bold modelling of form, wise handling of light and stark contrast between bright and dark areas-indebted to Manet-all set against a monochromatic background that blocks recession into space. A wonderful still life arrangement on the right, floating on a sea of shimmering white hues, offers solidity and weight as well as convex shapes for the artist's exploration of volume and complex treatment of pictorial space.

1. See O. Mentzafou-Polyzou, "Pantazis in Greece" and S. Samaras, "Pericles Pantazis, an Unfulfilled Destiny" in Pericles Pantazis, pp. 27, 37.



NIKOLAOS LYTRAS (1883-1927)

Playing with the wind, triptych signed in Greek (lower right) oil on card, framed by the artist 39 x 50 cm.

£20.000 - 30.000 €23,000 - 34,000

Exhibited

Athens, Zappeion Hall, Exhibition of Works by Nikolaos N. Lytras 1902-1927, 1929, no. 57 or 58 (listed in the exhibition catalogue, p. 4).

A. Kouria, D. Portolos, Nikos Lytras, Building Form with Colour and Light, exhibition catalogue, National Gallery - A. Soutzos Museum & Hellenic Literary and Historical Archive, Athens 2008, p. 295 (shown in a photograph of the artist's 1929 posthumous exhibition).

Conspicuously displayed in the Zappeion Hall during the artist's 1929 posthumous retrospective exhibition, Triptych is a plein-air gem that captures the brilliance and allure of the Greek light, inviting the viewer to engage in the picture and fill in the sketchy forms and elusive narrative that unfolds in the foreground. As noted by Athens National Gallery Director M. Lambraki-Plaka, "Nikolaos Lytras was a painter committed to the truth of vision, perhaps the most representative exponent of early Greek plein-air painting. He was a true revolutionary who reinvigorated Greek painting and left a rich legacy of works full of vitality and inner truth that can deservedly stand next to the great masterpieces of early European modernism."1

Painterly technique, loose and energetic brushwork, pure colour, vibrant form and spontaneity of execution support the liberation of properties intrinsic to the artist's medium, asserting the freedom of his pictorial gesture, while the fluid rhythm of the execution becomes the means by which the artist not only records but shares in this field of energy. A frank admission of admiration for atmosphere and landscape, this idvllic view, interrupted by two vertical elements as if relished from a waterfront window, evokes a sense of an immediate and subjective impression, of a first-hand visual experience that is dynamic rather than dictated by rigid iconographical schemes.

In his search for an interpretative approach to nature, Lytras co-founded the legendary 'Omas Techni,' an anti-academic art group, which infused the forces of renewal in Greek painting with a fresh and vital impetus and had a major impact on the 1930s generation.

¹. M. Lambraki-Plaka, introduction to A. Kouria, D. Portolos, Nikos Lytras, Building Form with Colour and Light [in Greek], National Gallery-A. Soutzos Museum & Hellenic Literary and Historical Archive, Athens 2008, p. 14.



THÉODORE JACQUES RALLI (1852-1909)

Odalisque oil on canvas 35 x 27 cm.

£15,000 - 25,000 €17,000 - 28,000

Provenance

Katerina Politi, the artist's daughter and by descent to Eleni Eliaskou in 1948.

Private collection, Athens. Bonhams, London, 11 June 2002, lot 20. Private collection, Greece.

Literature

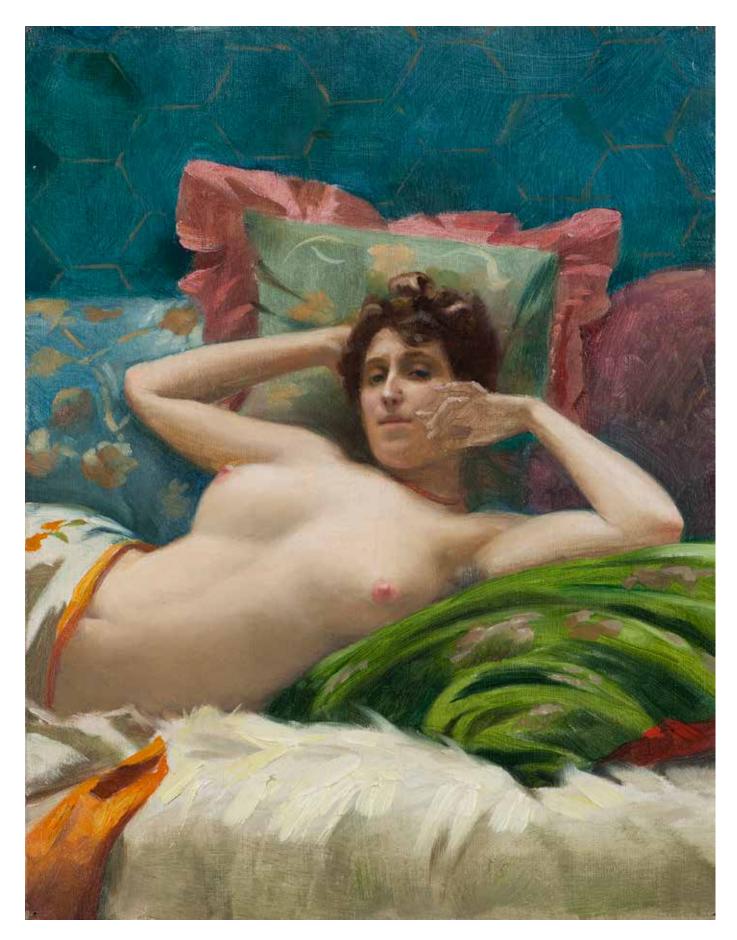
M. Palioura, The Painting Oeuvre of Theodoros Ralli (1852-1909, doctoral dissertation, University of Athens, Athens 2008, no. 312, vol. I, p. 127 (referred), vol. II, p. 465 (illustrated).

Ralli's training in the studio of Jean-Léon Gérôme in Paris had a decisive impact on his style, which was to focus on intimate genre scenes throughout his career.

Gérôme advised his students to travel to the East in order to study the light, the colours and the traditions of its people.

In Ralli's work eroticism is always present to a greater or lesser degree. Women are draped on beds, half clothed with alluring looks. The carefully observed details, the tangibility of the surfaces and the tender flesh of the nude body bears witness to the artist's meticulous training and his most instinctive technique.

Exotic subjects with erotic overtones were extremely favoured by Ralli's clientèle, for the East possessed a mysterious yet compelling quality, a refuge from the constraints of the civilized world.





18 AR

VASSILIS GERMENIS (1896-1966)

Repairing the blanket signed in Greek (lower right) oil on canvas 50 x 71 cm.

£3,000 - 5,000 €3,400 - 5,700

Provenance

Private collection, London.

19 AR

GEORGIOS GOUNAROPOULOS (1889-1977)

i. Nymph in a forest signed 'G.Gounaro' (lower left) oil on canvas 50 x 64 cm.

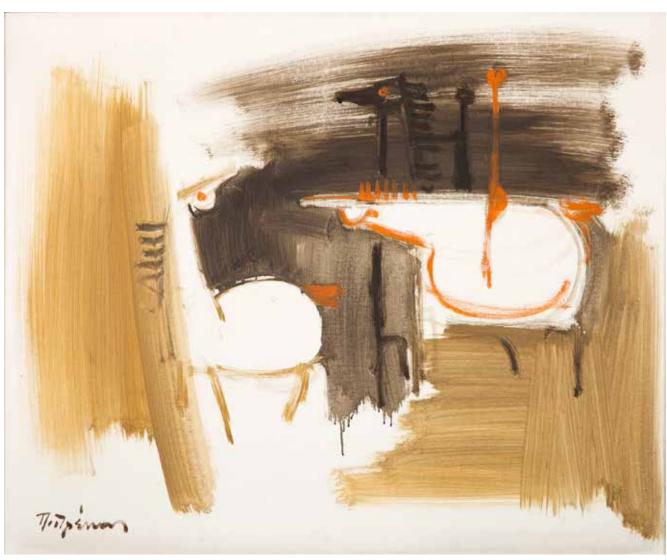
ii. Landscape with boats in a lake signed 'G.Gounaro' (lower right) oil on canvas 54.5 x 65 cm.

(2)

£6,000 - 8,000 €6,800 - 9,000







20 AR

PARIS PREKAS (1926-1999)

Parallel lives signed in Greek (lower left) oil on canvas 65 x 81.5 cm.

£5,000 - 7,000 €5,700 - 7,900 21 AR

PARIS PREKAS (1926-1999)

Winner and defeated signed in Greek and dated '1970' (upper left) oil on canvas 95 x 80 cm.

£6,000 - 8,000 €6,800 - 9,000



22 AR

YIANNIS TSAROUCHIS (1910-1989)

Young man from Piraeus signed in Greek and dated '39' (lower left) oil on canvas 65 x 53 cm.

£50.000 - 70.000 €57,000 - 79,000

Provenance

Private collection, London.

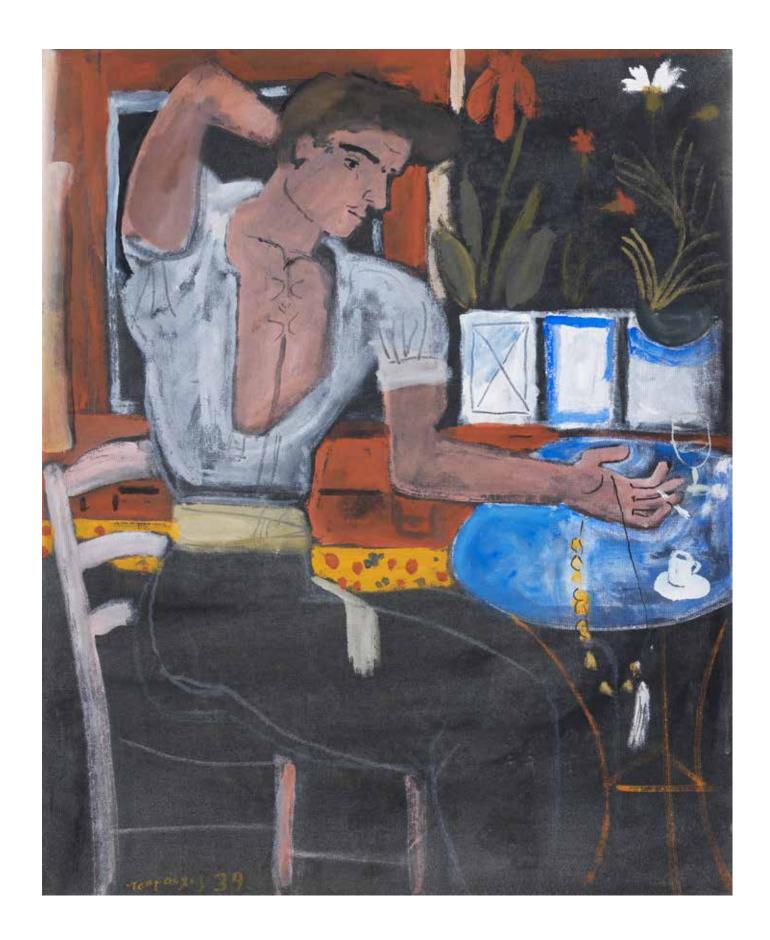
An early Tsarouchis masterpiece acquired directly from the painter right out of his studio, Young man from Piraeus reflects the artist's attitude towards painting, both as a long and rich tradition to draw from, as well as an ideal vehicle to probe into the inner world of Greekness. In its rich surface texture, archaizing process of simplification, shallow compositional structure, solidly outlined forms and silent inflexibility, it's akin to similar paintings by Matisse (compare Music, 1939, Albright-Knox Art Gallery, Buffalo,) while its clarity and truthfulness of vision, combined with echoes of Byzantine art, recall the pictorial conventions of Karaghiozi shadow puppet theatre, which exerted a strong influence on Tsarouchis throughout his career. In 1939, the year he painted Young man from Piraeus, Tsarouchis published an article on Karaghiozi, noting its figures "have an external resemblance to ancient Greek vase painting but what matters most is their beauty, the realism of their design, the effortless and rich rhythm that governs them. Their value lies in that they interpret the most essential aspects of Modern Greek life."1

Tsarouchis' signature male subject—here a working class young man from his native port town of Piraeus holding a komboloi (worry beads) and a cigarette (compare N. Engonopoulos, The sailor, Bonhams Greek Sale 12/12/2006, lot 104)—is placed in a traditional coffee-shop setting featuring the ubiquitous three-legged metal table and wooden chair. In her monograph on the artist, art historian E. Florou noted: "Tsarouchis's subjects from 1936-1939 were mainly male figures set in a room with only a few objects, such as a chair, a door, a flower vase stand or a mirror. These figures were usually seated and portrayed at full length frontally or in profile, dominating the foreground and taking up most of the pictorial space (compare Young man facing to the right, Bonhams Greek Sale 21/11/2011, lot 35). They were inspired by the time's standard photo-studio poses assumed by working class people next to

a vase stand or against a stage-set like backdrop screen². 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."3

Reviewing Tsarouchis's first one man show in 1938, art critic Z. Papantoniou noted: "The artist often feels the need to redraw inspiration from unspoiled folk sources to lend it the purity which gave birth to myth and folk song."4, while in an article that constituted the first comprehensive review of Tsarouchis' work, D. Kapetanakis perceptively observed that his works "are truly Greek in essence. 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."5

- 1. Y. Tsarouchis, "Karaghiozis is Theatre" [in Greek], Paraskinia journal, no. 74, 14.10.1939.
- $^{\mathrm{2}}$. 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. See H. Kambouridis - G. Levounis, Modern Greek Art, The Twentieth Century, Ministry of the Aegean, Athens 1999, p. 66.
- 3. 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.
- ⁴. Z. Papantoniou, "Y. Tsarouchis Exhibition", Kathimerini daily, 8.2.1938.
- ⁵ . Kapetanakis, "Yiannis Tsarouchis, Return to Roots", Nea Grammata journal, 1937 as reprinted in *Tsarouchis* [in Greek], *Zygos* journal, Athens 1978, pp. 7-8.





$23\,\mathrm{AR}$

GEORGIOS MAVROIDIS (1912-2003)

signed in Greek and dated '59' (lower right) colour pigments and glue on canvas 137 x 87 cm.

£8,000 - 12,000 €9,000 - 14,000

DIAMANTIS DIAMANTOPOULOS (1914-1995)

Seated man against green background with red floor signed in Greek (lower left) oil on canvas laid on board 63.5 x 29 cm.

£6,000 - 8,000 €6,800 - 9,000

Painted c.1949-1978.

Exhibited

Athens, National Gallery - A. Soutzos Museum, Diamantis Diamantopoulos, March 1978, no. 153 (illustrated in the exhibition catalogue).



THEOFILOS HADJIMICHAEL (1871-1934)

Eleftherios Venizelos and King Constantine I inscribed in Greek (upper part) natural pigments on wooden door 174.5 x 72.5 cm.

£40,000 - 60,000 €45.000 - 68.000

Enchanted by Greece's military triumphs during the Balkan Wars (1912-1913) and combining instinctive knowledge with a keen sense of history, Theofilos pays homage to the main protagonists of this Modern Greek epic, namely King Constantine I, presented on horseback in full regalia and described right above as "the pride of the Greek soul", and Prime Minister Eleftherios Venizelos, "the beloved politician of the Greeks", whose portrait is set in a laurel wreath on the upper left corner of the panel.

As Crown Prince and Inspector-General of the Army, Constantine commanded the Greek forces in the liberation of Thessaloniki and Ioannina during the first Balkan War (1912-1913). When he ascended to the throne following the assassination of his father King George I in 1913, his military prestige stood high and the country regarded him with pride and affection as the man who had realised some of their most cherished dreams. The new King, whom many wished to call Constantine XII, thereby regarding him as the successor of the last Byzantine Emperor, mounted the throne with his military laurels fresh upon him. His triumphs in the field of battle and the fact that he was the first sovereign of modern Greece born in the country, invested him with an immense popularity, while the tragic circumstances of his father's death won for him sympathy everywhere. 1 As noted by A.S. Gould Lee, "it can be understood why his reception in Athens, when he returned in the dual role of conqueror and newly ascended king, was one of the most exuberant the Greeks had extended to their monarchs."2

In the aftermath of the wars, Greeks possessed in Constantine a King whom they revered and trusted and in Eleftherios Venizelos a Premier of acknowledged skill and statesmanship. Under the inspiring leadership of Venizelos, Greece's gains had been spectacular, with its land area

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, 17-19

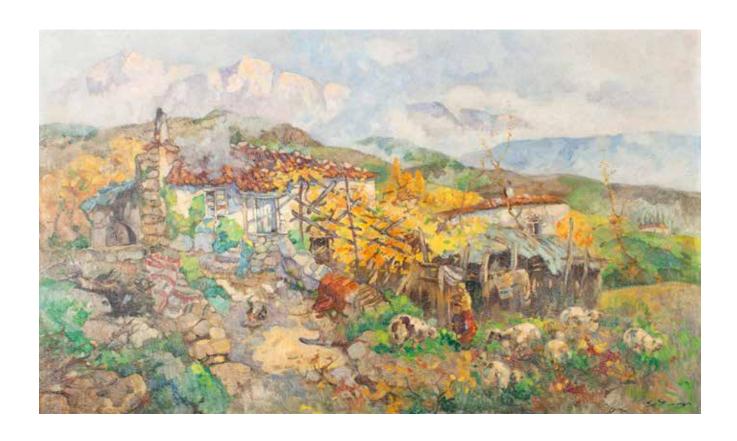
April 2018. This work will be located in Athens during the auction.

having increased by almost 70 percent. This was one of the happiest moments in Modern Greek history and Venizelos, as the prime architect of these spectacular victories, was at the peak of his popularity. As argued by historian R. Clogg, "it seemed that if the Greeks could only remain united, then their most cherished irredentist ambitions lay within their grasp. The widely believed prophecy that the Greeks would recapture Constantinople when a Constantine once again sat on the throne of Hellas, no longer seemed all that far-fetched"3-a prospect that certainly intrigued Theofilos, who back in the late 1890s had left Smyrna for Athens to voluntarily enlist to fight in the 1897 conflict against Turkey and did indeed take part in the battles of Velestino and Domokos, probably wearing his famed fustanella kilt.

Here, his brilliant palette, bold organisation of space and free handling of facial characteristics clearly demonstrate that he worked his subject to comply with his artistic temperament and creative zeal, while a loving depiction of an idyllic boating scene occupying the lower part of the picture, reflects a particularly happy period in Theofilos' art and life.

- 1. See W. Miller, A History of the Greek People (1821-1921), Methuen & Co. editions, London 1922, pp. 141-142.
- ². A.S. Gould Lee, *The Royal House of Greece*, Ward Lock & Co. editions, London and Melbourne, 1948, pp. 35-37.
- ³. R. Clogg, A Short History of Modern Greece, Cambridge University Press, Cambridge 1979, pp. 104-105.





$_{26}\,{\rm AR}$

EPAMINONDAS THOMOPOULOS (1878-1974)

Paysage grecque signed in Greek (lower right) oil on canvas 70 x 120 cm.

£6,000 - 8,000 €6,800 - 9,000



27 THÉODORE JACQUES RALLI (1852-1909) Resting by a haystack signed 'Ralli' (lower right) oil on canvas 28.5 x 39.5 cm.

£15,000 - 20,000 €17,000 - 23,000

Provenance

Private collection, Athens.

Literature

M. Palioura, The Painting Oeuvre of Theodoros Ralli (1852-1909), doctoral dissertation, University of Athens, Athens 2008, no. 274, vol. I, p. 197 (discussed), vol. II, p. 450 (illustrated).

MICHALIS ECONOMOU (1888-1933)

Lycabettus, Athens signed 'M.Economou' (lower left) oil on canvas 61 x 50 cm.

£20,000 - 30,000 €23,000 - 34,000

Provenance

Private collection, Athens.

Literature

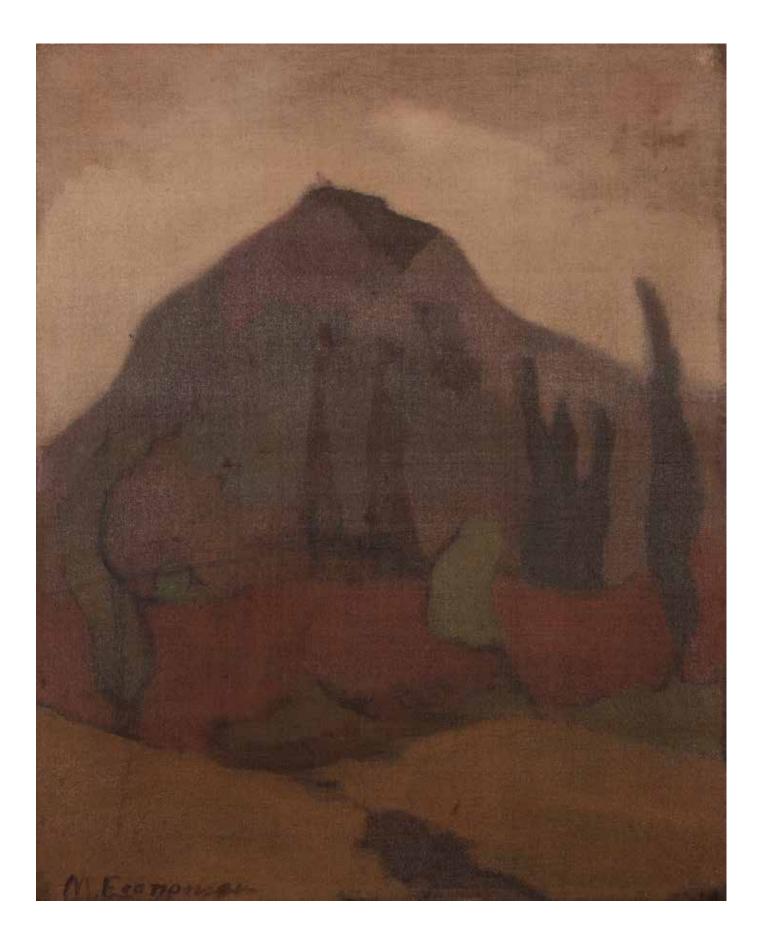
A. Kouria, *M. Economou*, Adam editions, Athens 2001, no. 88, p. 255 (catalogued), p. 139 (illustrated).

A painting of vibrating pulse and melodic rhythm suspended between real time and memory, Lycabettus amply demonstrates Economou's interpretative approach to nature. Handled with an abstractive expressive vocabulary, the imposing Athenian landmark and the dense hillside foliage, with their stylised shapes, sinuous lines and undulating, curvilinear forms, become a screen on which the artist projects his inner world. Infused with ethereal light and a dreamlike atmosphere, reality is transformed into a subjective image charged with symbolic, almost metaphysical import.

Lycabettus most probably dates after 1926, the year the artist returned to Greece from France, and was probably completed in 1927, when he had his second one-man show in Athens featuring mostly Greek landscapes from Attica, the isle of Poros and elsewhere. As noted by A. Kouria who prepared the artist's monograph, "this output can be considered the most personal expression of Economou's art. The landscape, no longer just a pictorial space, becomes an expressive-symbolic field recording the artist's emotional and intellectual response to the stimuli offered by the natural environment. In some paintings, the trees (pines and cypresses) seem to have lost their weight, becoming insubstantial and vulnerable. A latent energy, a secret, surreptitious life force enlivens these paintings."

In 1927, D. Kokkinos noted that the latest works by Economou were true works of poetry,² while art critics of the time urged collectors to hasten and purchase them. In light of the critical and popular acclaim his Athens one-man shows met with, it's no wonder that his works were acquired by such major early 20th century Greek collectors as C. Loulis, G. Stringos and A. Benakis.³

- ¹. A. Kouria, *Michalis Economou* [in Greek], Adam ed., Athens 2001, pp. 106-116.
- ². Elliniki daily, December 4, 1927.
- ³. Kouria, p. 125.





$_{29}\,\mathrm{AR}$

THANOS TSINGOS (1914-1965)

Pink and Red flowers on white background signed and dated 'TSINGOS/59' (upper left) oil on canvas 27 x 40.5 cm.

£5,000 - 7,000 €5,700 - 7,900

Provenance

Private collection, Athens.

 $30\,\mathrm{AR}$

THANOS TSINGOS (1914-1965)

Yellow and Green flowers signed and dated 'TSINGOS/62' (lower right) oil on canvas 58 x 36 cm.

£6,000 - 8,000 €6,800 - 9,000

Provenance

Private collection, Athens.



PÉRICLÈS PANTAZIS (1849-1884)

The young farm girl oil on canvas 47.5 x 29.5 cm.

£10.000 - 15.000 €11.000 - 17.000

Provenance

With Galerie George Giroux, Brussels. Blanche Thibaut. Private collection, Belgium. Bonhams, London, 14 December 2004, lot 54. Acquired from the above sale by the present owner.

Literature

Trésors inconnus du musée Charlier, text by Jean de Heinzelin and Contstantine Ekonomides, edition Pandora, Sabam 2003, p.46 (illustrated).

Pantazis studied with Nikiforos Lytras in Athens and spent a year at the Academy in Munich before hearing the call of Paris in 1872. His stay was brief, but long enough to acquaint himself with the art of the Barbizon painters, Boudin and the avant garde artists of the day. A year later, he left to settle permanently in Brussels, during a period when realist painters - following the aesthetic of Courbet - had proclaimed their independence from academic art. Artists such as Rops, Artan, Vogels (who became Pantazis' friend) were looking for new ways of expressing their vision. His participation in the World's Fair in Paris in 1878 assured him of international exposure and the establishment of his reputation beyond the borders of Belgium. He was a founding member of the Groupe du XX in 1883 which had a strong impact on the development of a modern idiom in Belgium.

In this painting of a young peasant girl Pantazis makes no attempt to idealise any aspect of her poverty or to portray her in sentimental terms. The harmonious colours and the carefully structured composition where the verticality of the child is relieved by the diagonals of the dirt path and the walls of the buildings, are infused with the artist's mastery of the techniques of his art. Following Courbet's belief that art should deal with the appearance of one's times, Pantazis employs his full powers of observation endowing at the same time, the peasant girl with a dignity that emanates from within.



CONSTANTINOS VOLANAKIS (1837-1907)

Pulling the catch signed and dated 'C. Bolanachi München 69' (lower right) oil on canvas 74 x 146 cm.

£40.000 - 60.000 €45,000 - 68,000

Painted in 1869.

Provenance

Stavros Mihalarias Art, Athens, 19 March 1990, lot 53. Private collection. Greece.

Literature

S. Lydakis, Constantinos Volanakis, Adam editions, Athens 1997, pp. 26-27 (illustrated). Kathimerini daily - Epta Imeres, February 22, 1998, pp. 4-5 (illustrated).

A superb example of the artist's German period—as indicated both by its signature in Latin characters (Bolanachi) and date (1869)-Pulling in the catch showcases the defining elements of Volanakis's art. Virtuoso brushwork, immediacy of execution, sense of space, remarkable precision of detail, harmony of proportion and unity of effect come together to create a moving composition of austere beauty. His cultivation of a near monochrome, which stems from the School of Munich, the suggestion of the atmosphere, the low horizon that gives full value to the spaciousness of the sweeping sky, and the trenchant design are reminiscent of the great 17th c. Dutch seascape painters, especially Simon de Vlieger, his pupil Jan van de Cappelle and the outstanding Jan Van Goyen (compare Jan Van Goyen, A River Scene with Fishermen Laying a Net, 1638, London, National Gallery). The Dutch-like windmill which rises into the grevish cloud on the far right, might be regarded as an homage to those old masters.

Though the influence of the Munich School is evident, Volanakis, who was raised on the island of Crete and had experienced open horizons and the constantly changing sea, could not limit himself to strict academic tenets, allowing himself to demonstrate a freer exercise of his technical abilities and perceive the seascape as a complex entity with unlimited expressive potential. In contrast to his historical maritime compositions, handled in a more rigorous academic style, Pulling in the catch shows spontaneity and immediacy of execution, foreshadowing his great impressionist Circus (1876) at the National Gallery in Athens.

Volanakis focused with great love on everyday life on the seacoast and the hard toil of fishermen, showing genuine interest in the ordinary activities of people who lived and worked by the sea, a social concern that links him to Gustave Courbet and the Barbizon artists. Though low brow and working class, Volanakis' seaside is often visited by people

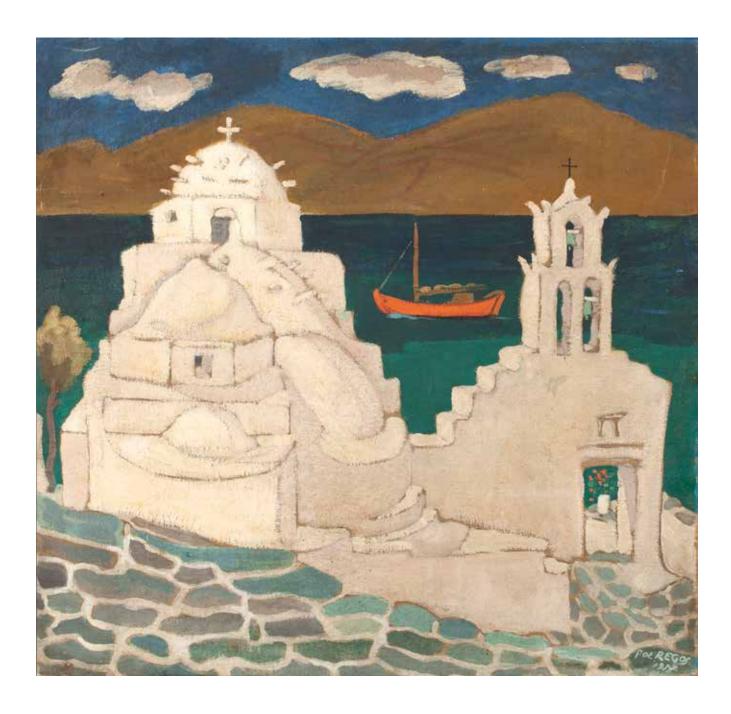
from various social groups, including elegant gentlemen and welldressed ladies. Here, a diverse crowd of embarking passengers, as well as a shipment of bales and barrels, are waiting on the quayside of a small local port for an incoming vessel, possibly the one shown hazily emerging from the distant horizon.

Despite the wealth of detail, the human figures become an integral part of the whole, almost absorbed by their surroundings and the natural environment, in a romantic notion of art echoing Claude Lorrain, the great 17th century master of imaginative landscapes. As noted by Professor M. Vlachos, who prepared the artist's monograph, "by the end of the 1860s, Volanakis, well versed in maritime themes, thoroughly familiar with the German studio art and fully acquainted with the types and styles of Dutch seascape painting, ventured to include in his iconography borrowings from Claude Lorrain (1602-1682), Claude Joseph Vernet (1714-1789), Delacroix (1798-1863) and Ivan Aivazovsky (1817-1900).1

Attention should be given to the woman holding a red parasol on the extreme left who turns her gaze towards the sea, suggesting the manner in which the marine scene should be contemplated. Reverie by the sea, as perceptively noted by M. Vlachos, "is a recurrent motif portrayed in a variety of ways by many artists, in particular Caspar David Friedrich and Courbet, whose work Volanakis was acquainted with."1

- ¹. M. Vlachos, "Constantinos Volanakis (1837-1907)" in Constantinos Volanakis. The Father of Greek Seascape Painting [in Greek], exhibition catalogue, V & M Theocharakis Foundation of Fine Arts and Music, Athens 2018, p. 17.
- ². Vlachos, The Emergence of Modern Greek Painting 1830-1930 From the Bank of Greece Collection, Athens 2002, p. 50.





 $_{33}\,\mathrm{AR}$

POLYKLEITOS RENGOS (1903-1984)

Church of Aghia Irene, los island signed in Greek and dated 'POL.REGOS/1957' (lower right) oil and egg tempera on canvas 69 x 72 cm.

£5,000 - 7,000 €5,700 - 7,900

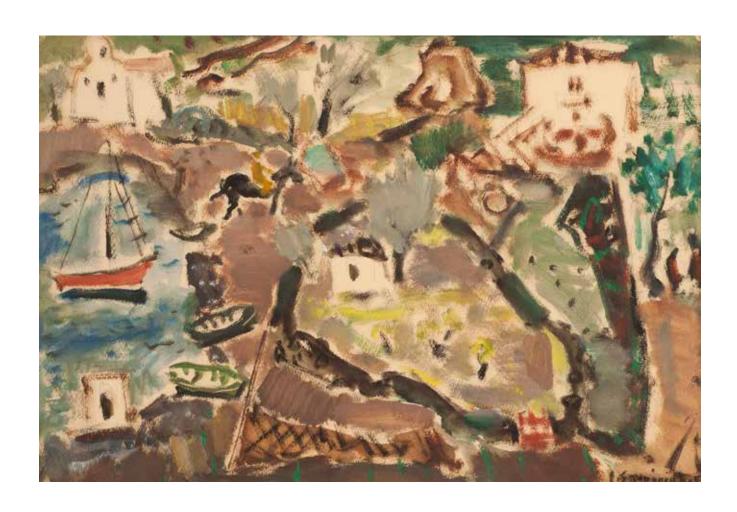
Painted in 1957.

Exhibited

Paris, Palais des Beaux-Arts, December 7-27, 1957, no. 926. Athens, Zygos Gallery, Polykleitos Rengos, April-May 1958, no. 13 (listed in the exhibition catalogue).

Athens, National Gallery - A. Soutzos Museum, Polykleitos Rengos, September 15 - October 19, 1980, no. 90 (listed in the exhibition catalogue, p. 43).

Thessaloniki, Vafopouleio Cultural Centre - XVIII Dimitria, Polykleitos Rengos, October 29 - November 30, 1983, no. 49 (listed in the exhibition catalogue, p. 57).



34 AR

YIANNIS SPYROPOULOS (1912-1990)

Sunday in the village
signed in Greek (lower right)
oil on paper
33.5 x 48.5 cm.

£5,000 - 7,000 €5,700 - 7,900



 $35 \, AR$

SPYROS VASSILIOU (1902-1984)

signed in Greek and dated '54' (lower right) egg tempera on hardboard 112 x 145 cm.

£10,000 - 15,000 €11,000 - 17,000

Exhibited

Thessaloniki, Techni Gallery, Spyros Vassiliou (Works from 1950 to 1960), March 29 - April 12, 1960, no. 11 (the only work illustrated in the exhibition catalogue).

Literature

Zygos magazine, no. 46-47, September-October 1959, p. 7

Architektoniki magazine, no. 17, September-October 1959, pp. 38, 39 (shown in a photograph of the artist's home studio), p. 36 (shown with the artist).

H. Kambouridis, Spyros Vassiliou, Exhibitions, Ikaros editions, Athens 1982, p. 78 (illustrated).

Maurice Saltiel: Art and the Techni Gallery, ELIA editions, Thessaloniki 2008, p. 155 (shown in a photograph with the artist).



$36 \, \text{AR}$

SPYROS VASSILIOU (1902-1984)

Molyvos signed in Greek and dated '66' oil on canvas laid on board 80.5 x 121 cm.

£12,000 - 18,000 €14,000 - 20,000

Exhibited

London, Upper Grosvenor Galleries, *Vassiliou's Greece*, July 1966, no. 11 (possibly).

37 AR

SPYROS PAPALOUKAS (1892-1957)

View of a Greek village signed in Greek (lower right) oil on card 28 x 33.5 cm.

£15.000 - 25.000 €17,000 - 28,000

Painted in 1924.

Bearing certificate of authenticity from the artist's daughter Mina Papalouka (on the reverse).

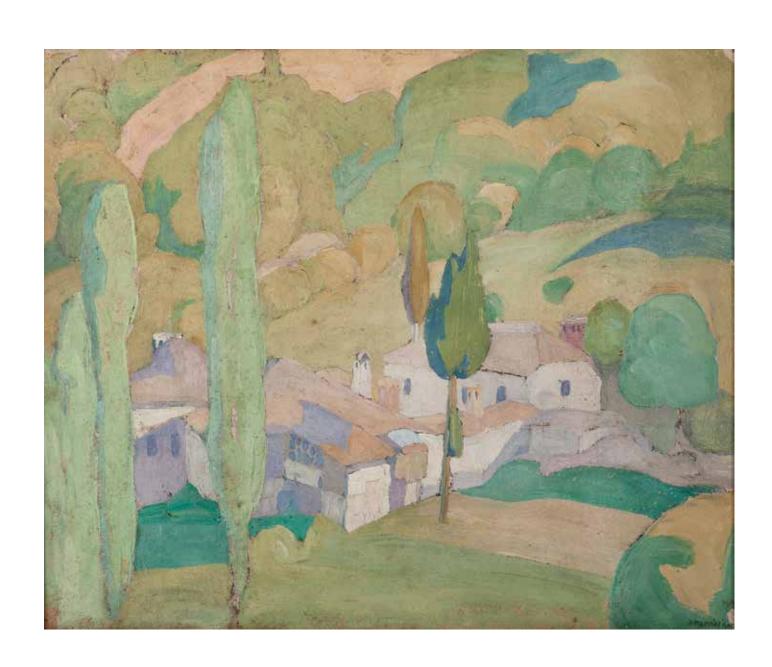
Provenance

Bonhams, London, 23 May 2006, lot 94. Private collection, Athens.

In November 1923, Papaloukas went to Mt. Athos where he stayed for an entire year studying "nature's untameable green." Indeed, in this painting it is evident that the artist is trying to tame the sea of green and capture the mystery of the man-made environment that seems to be trying to spring forth from the landscape. As noted by Professor A. Prokopiou "in his Mt. Athos paintings, Papaloukas introduced the iconography of the rural abode that would be imitated later by most Greek landscape painters."² As if he were making a Byzantine mosaic, he ignores western perspective and endeavours to liberate colour from its obligation to describe reality. This perception is also of pivotal importance to the art of the Nabis, Cezanne and the cubist experiments at the beginning of the 20th century.

Bathed in diffused light, View of a Greek village is dominated by soft and cool tonalities, without intense gradations. One almost believes that the buildings are losing their structural integrity and material substance. The vertical, slender cypresses, typical of the Mt. Athos landscape, emerge triumphantly from a field of pink, turquoise and violet hues, as if wanting to break out from the painting's narrow confines and reach the skytimeless symbols of eternity.3 As Papaloukas once said "up there, in Mt. Athos I clearly saw that art in all its great manifestations through the ages has always been about form and colour."4

- ¹. S. Doukas, "Spyros Papaloukas", Zygos magazine no.31, May-June 1958, p. 7.
- ². A. Prokopiou, *History of Art 1750-1950*, vol.2 [in Greek], Athens, 1968, p. 497.
- ³. See A. Kouria, Spyros Papaloukas' Athos, and G. Gavalaris, Spyros Papaloukas: "Longing for Infinity" in Spyros Papaloukas / Apprenticing in Mt. Athos [in Greek], Athos 2003, pp. 19-30.
- 4. Doukas, p. 8.

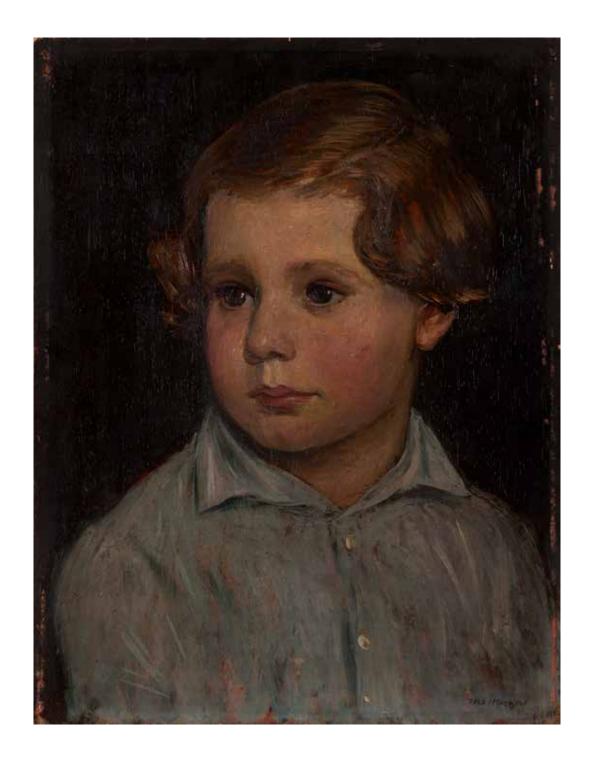




 $_{\rm 38}\,{\rm AR}$ **PAVLOS MATHIOPOULOS (1876-1956)** Young boy with cornet

signed in Greek and dated '1905' (lower left) pastel and chalks on paper 119 x 78 cm.

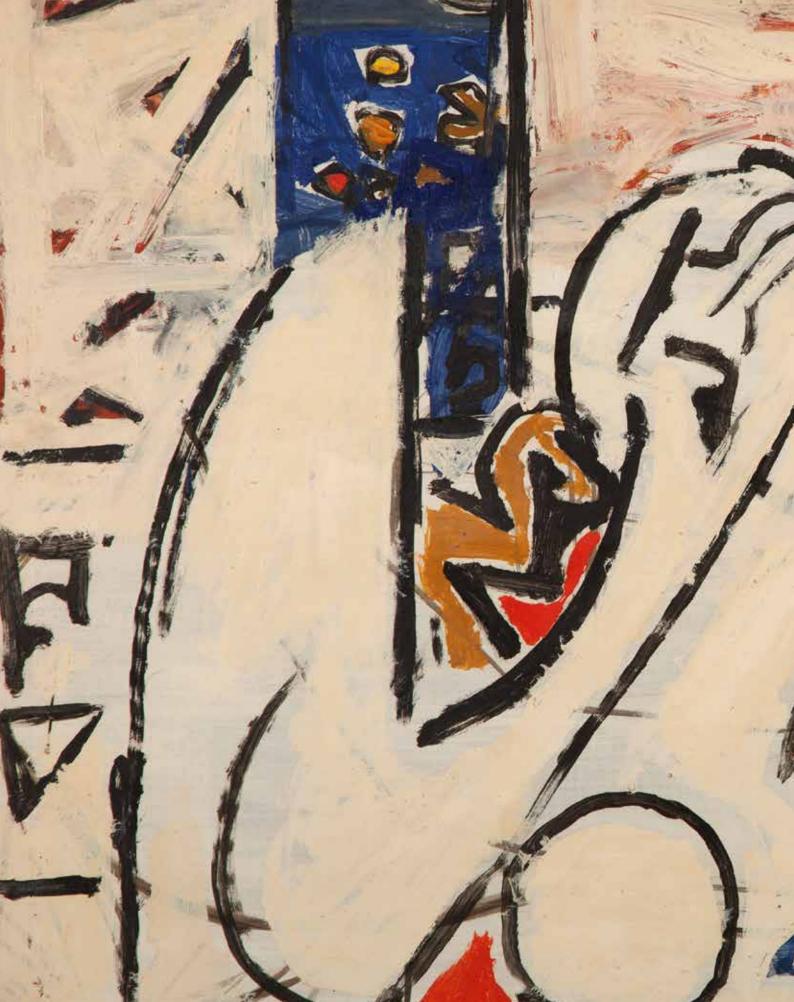
£5,000 - 7,000 €5,700 - 7,900

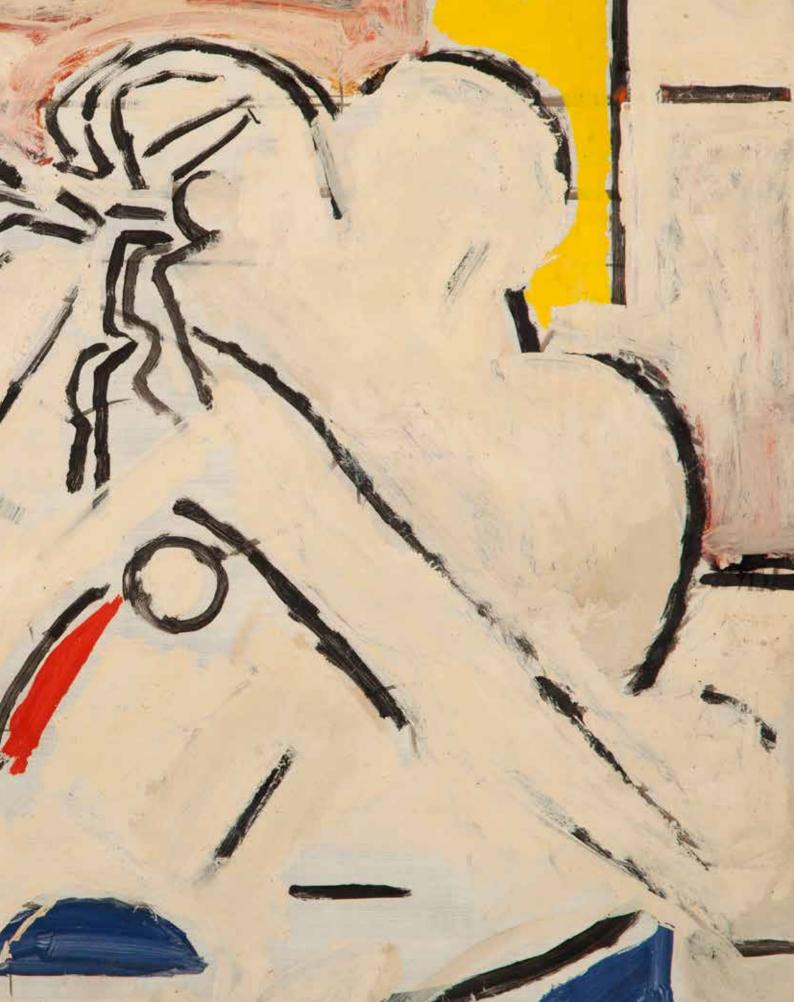


39 AR
YIANNIS MORALIS (1916-2009)
Portrait of a young boy

signed in Greek and dated '1945' (lower right) oil on panel $35 \times 27 \ cm$.

£5,000 - 7,000 €5,700 - 7,900





40 AR

YIANNIS MORALIS (GREEK, 1916-2009)

Couple, 1957 signed in Greek and dated '1/12/57' (lower right) oil and egg tempera on hardboard 56 x 81.5 cm.

£30,000 - 50,000 €34,000 - 57,000

Painted in 1957.

Provenance

Private collection, Paris.

Exhibited

Venice, XXIX Biennale, 1958, Greek Pavilion, no. 560.

Literature

Sima magazine, no. 22, March 1979, p. 20 (illustrated). Zygos magazine, no. 60, July-August 1983, p. 19, referred (possibly). *Yannis Moralis*, Commercial Bank of Greece Group of Companies, Athens 1988, no. 105, p. 107 (illustrated). C. Christou, *Moralis*, Adam editions, Athens 1993, no. 58 (illustrated).

Adhering to an inner rhythm dictated by the classical sense for human scale and echoing the timeless values of Greek art, this perfectly balanced composition of pure form, elegant line and harmonious proportion celebrates the erotic union of man and woman. In the 1950s, Moralis's figures, and especially his evocative female nudes, were gradually stripped of descriptive detail and handled in such an abstractive fashion that they took on a symbolical meaning, liberated from the burden of physical existence without losing their recognisable form. As noted by Athens National Gallery Director M. Marina Lambraki-Plaka, "around 1950, Moralis's thematic core began to emerge clearly. If Tsarouchis celebrated preadolescence and youth, Moralis sang of a girl's coming into sexual maturity. He then achieved the impossible: to assimilate volume within the outline, to translate an eloquent physicality into a luminescent form, without any shades, any tone modelling." One can almost trace the progress from the sensual aspects of the subject to the metaphysical and transcendental.

Here, the shallow compositional depth, reminiscent of sculptural relief, and the austerity of the horizontal and vertical lines set up a geometric edifice from which the human forms emerge. The subtle palette, limited to warm siennas and ochres, evening-sky blues, reds, blacks and greys, and the well thought out spatial relationships, compose an intense yet harmonious whole, echoing the idealised images on a Doric metope and reviving an archetypal universe of timeless glory.

¹. M. Lambraki-Plaka, "Yannis Moralis, a 20th Century Classic" in *Yannis Moralis - Christos Kapralos, Friendship in Life and Art*, exhibition catalogue, Stavros Niarchos Foundation Cultural Center, Athens 2016, p. 13.



41 AR

YIANNIS TSAROUCHIS (1910-1989)

Sailor dancing Zeibekiko signed in Greek (lower right) mixed media on paper 50 x 32.5 cm.

£20,000 - 30,000 €23,000 - 34,000

Painted in 1975.

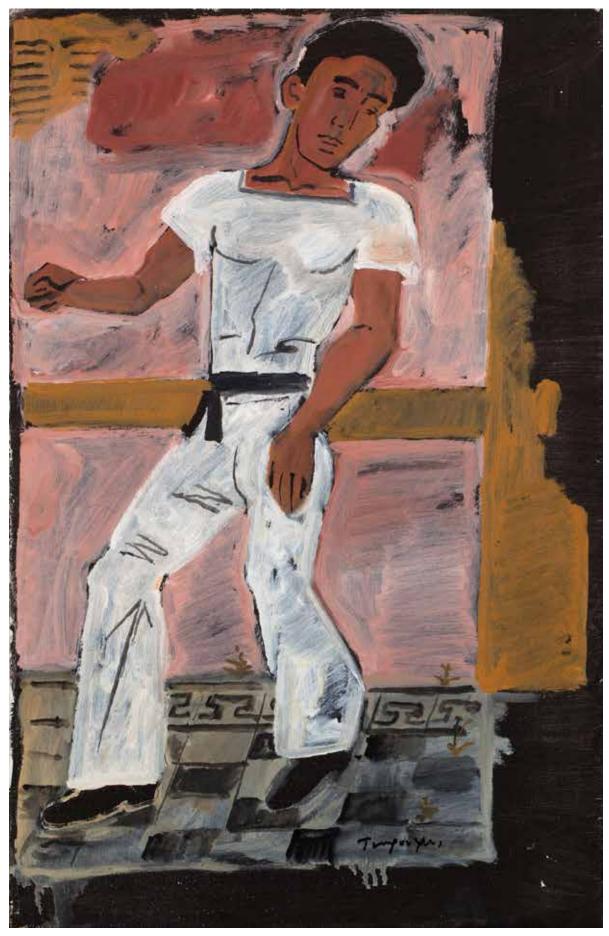
Provenance

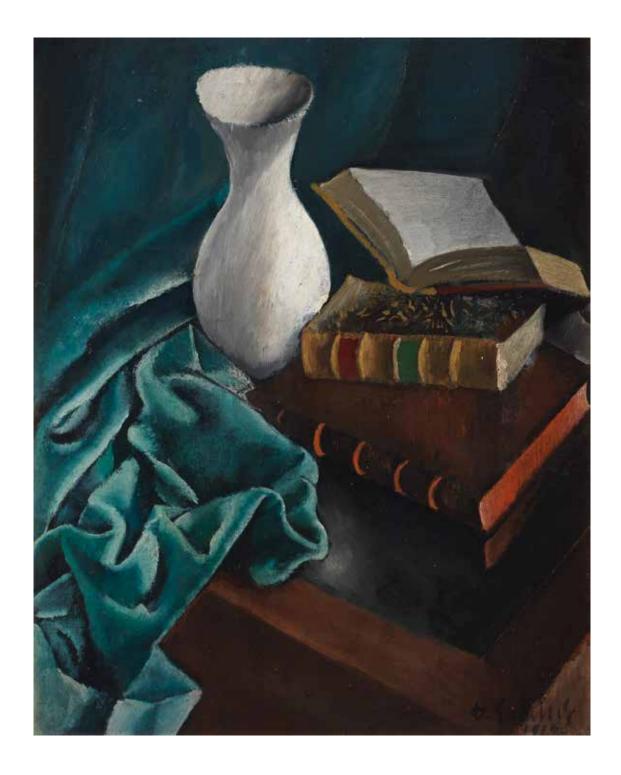
Private collection, Athens.

Tsarouchis, sporadically since 1957 and then more systematically starting in the mid-1970s, painted young men dancing the zeibekiko—the male dance expressing the despair and unfulfilled desires of people on the margins of life. The artist's relationship with the zeibekiko was long, profound and above all experiential. He had been an excellent dancer himself and was thoroughly familiar with this saturnine, almost ritualistic and extremely personal dance, whose social evolution and broadening appeal he had witnessed in the music scene of Athens even before 1940. Tsarouchis himself mentioned that he never used models for his zeibekiko paintings, which were based solely on his memory and imagination.¹

For Tsarouchis, zeibekiko expresses the Modern Greek male psyche. A dance representative of a marginal male culture, it symbolizes the eternal struggle of life with death. By depicting it in his work as being danced by Greek sailors and soldiers, he highlights its folk character and states his belief that the mystic origins of zeibekiko have Greek roots, deriving from the ancient divination centers of Thrace and Dodoni.

1. Y. Tsarouchis, preface to the Tsarouchis, *Zeibekika and Some More* [in Greek], exhibition catalogue, Zoumboulakis Gallery, Athens 1982, p. 7. See also E. Florou, *Yannis Tsarouchis: His Painting and his Era*, [in Greek], Nea Synora-Livanis editions, Athens 1999, pp. 192, 207.





42 AR **DIMITRIOS GALANIS (1880-1966)** Still life with book

signed and dated 'D.Galanis/1919' (lower right) oil on panel 62 x 50 cm.

£6,000 - 8,000 €6,800 - 9,000



43 NIKOLAOS LYTRAS (1883-1927) Kittens oil on paper 20 x 32.5 cm.

£5,000 - 7,000 €5,700 - 7,900

MICHALIS ECONOMOU (1888-1933)

Women in the yard signed 'M.Economou' (lower left) oil on canvas laid on cardboard 48 x 60 cm.

£20.000 - 30.000 €23,000 - 34,000

Provenance

Private collection, Athens.

Literature

A. Kouria, M. Economou, Adam editions, Athens 2001, no. 34, p. 253 (catalogued), p. 69 (illustrated).

A.Kotidis, Theofrastos Triantafyllidis, Another Thirty in Painting, University Studio Press, Thessaloniki 2002, no. 138, p. 220 (referred), p. 221 (illustrated).

This captivating picture is a fine display of Economou's ability to transform ordinary subjects into evocative visions of 'humble monumentality', while offering him the opportunity to elaborate on some key pictorial and formal issues raised by the modernist avant-garde. The stark juxtaposition of a luminous foreground and a dark background in the vein of van Gogh and the Nabis animates the pictorial field, while the uniform handling of energetic brushwork throughout the picture plane in the vein of many Pissaro landscapes transforms the image into a compelling entity. The key expressive means here are the application of vivid, unmodulated colour in rigorous brushstrokes, the highly textured surface and the lilting up of the foreground to eliminate the traditional illusion of receding space.

As the composition opens upwards, it reveals two female peasant figures placed boldly with their backs towards the viewer and aligned in such a way as to establish a diagonal running parallel to the line of the shadow cast by the building on the left half of the canvas. Handled with lively brushstrokes and modelled through close juxtapositions of varied hues evoking tactile roundness, they are harmoniously incorporated into their surrounding space, showcasing the artist's lifelong preoccupation with achieving pictorial unity.





45 AR PERICLES BYZANTIOS (1893-1972)

Mules in Metsovo signed in Greek (lower right) gouache on card 49 x 69 cm.

£4,000 - 6,000 €4,500 - 6,800

Painted in 1967.

Provenance

Private collection, London.

Literature

Dimiourgies magazine, no. 4 (16), March-April 1972, p. 78 (illustrated).

 $_{46}\,\mathrm{AR}$

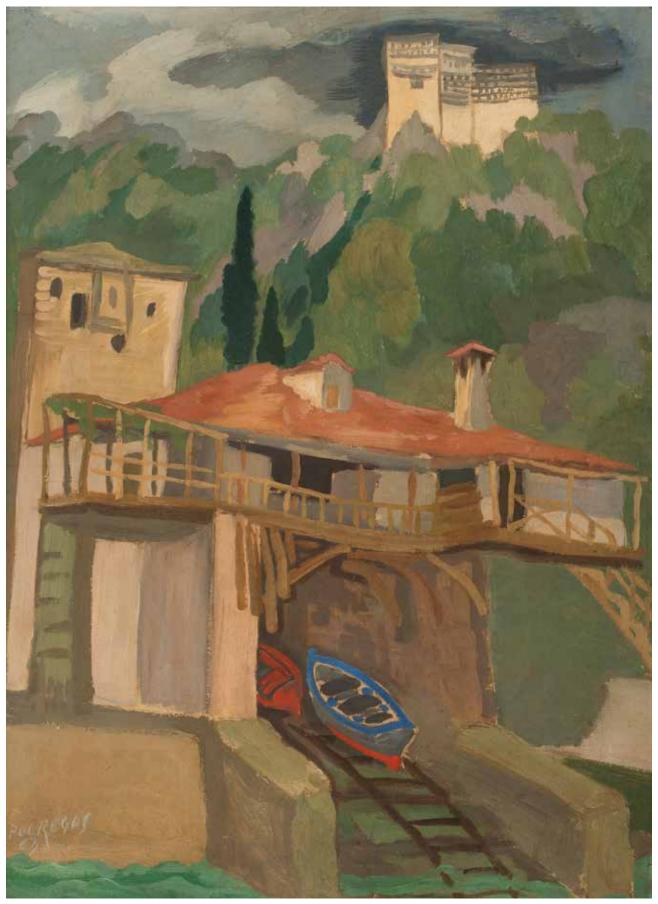
POLYKLEITOS RENGOS (1903-1984)

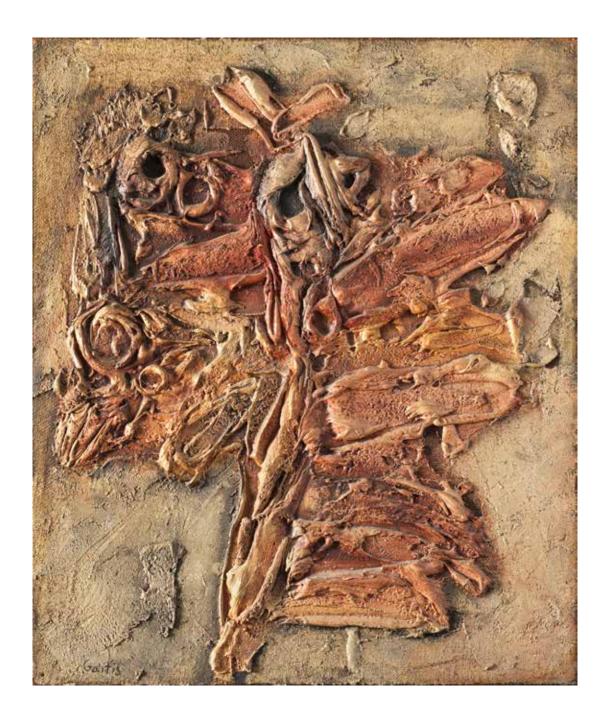
Simonopetra, Mount Athos signed in Greek and dated 'POL.REGOS 63' (lower left) oil on board 80 x 58 cm.

£8,000 - 12,000 €9,000 - 14,000

Provenance

Bonhams, London, 23 November 2010, lot 34. Acquired from the above sale by the present owner.





YANNIS GAÏTIS (1923-1984)

Abstrait signed 'Gaitis' (lower left) mixed media on canvas 65 x 54.3 cm.

£3,000 - 5,000 €3,400 - 5,700

Painted in c.1959-1960.

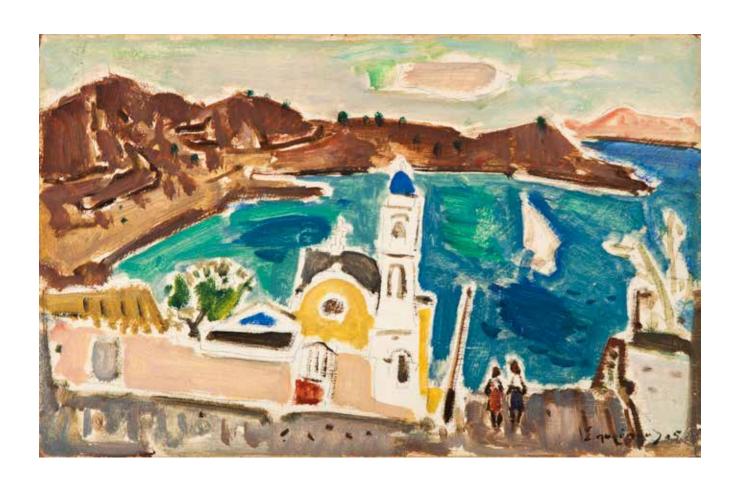
Provenance

Jacqueline Spathis collection, Paris.

Paris, Maison de l'Europe, Hôtel de Coulanges-Sévigné, Peintres et Sculpteurs Grecs Contemporains en France, January 28 - February 10, 1994.

Literature

Yannis Gaitis, Catalogue Raisonné, Ioannis F. Costopoulos Foundation, Athens 2003, no. 508, p. 167 (illustrated).



48 AR YIANNIS SPYROPOULOS (1912-1990)

Tinos Harbour signed in Greek (lower right) oil on board 22 x 35 cm.

£3,000 - 4,000 €3,400 - 4,500

Painted in 1952.





50

$_{49}\,\mathrm{AR}$

BOST (CHRYSANTHOS BOSTANTZOGLOU) (1918-1995)

The brave hero Skaltsodimos signed in Greek (lower right) oil on board 90 x 39.5 cm.

£3,000 - 5,000 €3,400 - 5,700 $50\,\mathrm{AR}$

GEORGIOS SIKELIOTIS (1917-1984)

The liberation of a princess signed and titled in Greek (lower left) felt pens on paper 74.5 x 102 cm.

£4,000 - 6,000 €4,500 - 6,800

Painted c. 1971-1975.

NIKOS ENGONOPOULOS (1910-1985)

Adélaïde, la (grande) prêtresse du fétichisme signed in Greek and dated '77' (lower right) oil on canvas 55 x 45 cm.

£40.000 - 60.000 €45,000 - 68,000

Provenance

Private collection, Athens.

Exhibited

Athens, Goethe-Institute, Imagination and Reality, January 16-31,

Athens, 3 Gallery, Nikos Engonopoulos, retrospective exhibition, March 23 - April 15, 1981, no. 23 (illustrated in the exhibition catalogue). Athens, National Gallery - A. Soutzos Museum, Nikos Engonopoulos, retrospective exhibition, April 3-15, 1983, no. 98 (listed in the exhibition catalogue, p. 45).

Thessaloniki, Macedonian Museum of Contemporary Art, Topos: Engonopoulos, May 18 - July 29, 2007, no. 11 (discussed and illustrated in the exhibition catalogue, pp. 16-17).

Andros, Museum of Contemporary Art - Basil & Elise Goulandris Foundation, Nikos Engonopoulos, 2017 (illustrated in the exhibition catalogue, p. 131).

Literature

N. Engonopoulos, In the Vale of Roseries, Ikaros editions, 1978, p. 159 (illustrated).

Tachydromos magazine, no. 1508, April 7, 1983, p. 28 (full page illustration).

Eleftherotypia daily, June 6, 1996.

E. Benisi, Nikos Engonopoulos and Cityscapes, doctoral dissertation, University of Athens, 2006, no. 116, pp. 149-150 (discussed), p. 150b (illustrated).

Perpinioti-Agazir, Nikos Engonopoulos, Son Univers Pictural, exhibition catalogue and catalogue raisonée, Benaki Museum, Athens 2007, no. 1072, p. 198 (illustrated), p. 378 (illustrated), p. 515 (illustrated). N. Chaini, The Painting of Nikos Engonopoulos, doctoral dissertation, National Technical University of Athens, 2007, no. 312, p. 736 (discussed), p. 737 (illustrated).

D. Menti, Faces and Masks, Gutenberg editions, Athens 2007, pp. 173-174 (discussed).

Filologiki magazine, no. 101, October-November-December 2007,

N. Engonopoulos, Love is the Only Way, National Book Centre of Greece, Athens 2007, p. 63 (illustrated).

O. Tachopoulou, Modernist Primitivism, Surrealist Versions in the Poetic Work of Nikos Engonopoulos, Nefeli editions, Athens 2009, p. 337-338 (discussed), no. 7 (illustrated).

Is life, knowledge, the knowledge of life (of eyes as always) food for a gentle dream. or perhaps delirium?

N. Engonopoulos 1

In 1978, Nikos Engonopoulos, a leading figure of 20th c. surrealist art and literature, published his poetry collection In the Vale of Roseries, which included the poem Adelais of the Hierophants, accompanied by an illustration of his 1977 painting Adelais the Great High-Priestess of Fetishism. While the poem emphasizes the multi-faceted vocabulary of the eyes, the picture features an amputated woman-mannequin with no eyes-not even a face-except for a black carnival mask, sensual clothing and accessories. Beside her, the also amputated torso of a male nude draws attention to the obvious similarities and differences between the two figures. It seems that one of the things they share is a rather detached and sagacious approach towards life, articulated in the poem: Is life, knowledge / the knowledge of life (of eyes as always) / food for a gentle dream, / or perhaps delirium? This question echoes the riddle of the Sphinx, the answer to which revealed Oedipus's understanding of the nature of human existence, becoming in surrealist hands an inquiry into complex psychological issues² (compare N. Engonopoulos, Rien dans la vien'est une énigme, Bonhams Greek Sale, 25/11/2014, lot 15).

As noted by Dr. O. Tachopoulou, "in Adelais the Great High-Priestess of Fetishism. Engonopoulos creates objects-fetishes that allude to the custom of primitive cultures to attribute magical properties to various objects, while his corresponding poem associates fetishism with the divination powers of the hierophants (In my view, / accountable / for the priestly oracles / will be the hierophants of the Temple / of the life [the glory] of eyes).3 One of the fetishes used by Engonopoulos is the mask. In the first decades of the 20th century, African masks from Gabon and Congo exerted a strong influence on the Parisian avant-garde and inspired Picasso who saw them as magical objects, as fetishes, that could liberate humankind: "The masks weren't just like other pieces of sculpture... They were magic things... I always looked at fetishes... But all the fetishes were used for the same thing. They were weapons. To help people avoid coming under the influence of spirits again, to help them become independent."4

As perceptibly noted by N. Loizidi, "Adelais the Great High-Priestess of Fetishism includes many erotic fetishes that function as Freudian symbols (birdcage, open hat box, long-neck bottle, lamp, mystifyingly covered objects). The figure of the high-priestess results from the combination of a dressmaker mannequin (in a tight, provocative corset, blonde wig, black wide-brimmed hat) and a mask. As it is widely known, the mask owes its power to the unspoken promise of eventually revealing what is so diligently concealed. In the case of the great high-priestess Adelais however-a case not so rare after all-this diligently hidden truth is but an illusion, a spectre. Ultimately, the only existing reality is the (specious) game played on us by our own desires."5

- ¹. N. Engonopoulos, In the Vale of Roseries, translated by D. Connolly in Nikos Engonopoulos, The Beauty of a Greek, Ypsilon editins, Athens 2007, p. 203.
- ². See *D. Menti*, Faces and Masks [in Greek], Gutenberg editions, Athens 2007, pp. 173-174.
- 3. O. Tachopoulou, Modernist Primitivism, Surrealist Versions in the Poetic Work of Nikos Engonopoulos [in Greek], Nefeli editions, Athens 2009, p. 337-338.
- ⁴. As quoted in S. Lemke, Primitivist Modernism. Black Culture and the Origins of Transatlantic Modernism, Oxford University Pres, Oxford 1998, pp. 36-37.
- 5. N. Loizidi in Topos: Engonopoulos [in Greek], exhibition catalogue, Macedonian Museum of Contemporary Art, Thessaloniki 2007, p. 17.





 $52\,\mathrm{AR}$

MICHALIS MAKROULAKIS (BORN 1940)

A proposed memorial to hesitation signed in Greek and dated '8.10.82' (lower centre) egg tempera and acrylic on canvas laid on board 80 x 54 cm.

£6,000 - 8,000 €6,800 - 9,000

Provenance

Ethousa Technis Athinon, Athens. Acquired from the above by the present owner.



YIANNIS TSAROUCHIS (1910-1989)

Landscape, Pompeii signed in Greek (lower right) mixed media on panel 60.5 x 60.5 cm.

£16,000 - 22,000 €18,000 - 25,000

YIANNIS MORALIS (1916-2009)

Portrait of Eirini Dogani signed in Greek (lower right) oil on canvas 31 x 25 cm.

£10,000 - 15,000 €11,000 - 17,000

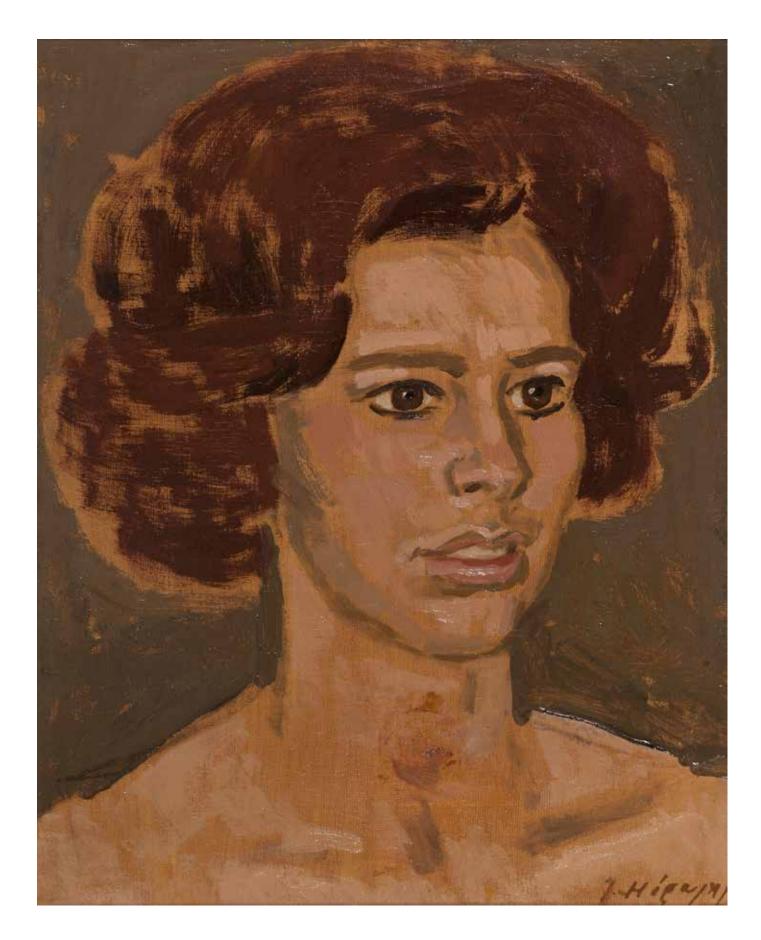
Provenance

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

This exquisite bust-length portrait of the well-known Greek actress Eirini Dogani is defined by a marvellous restraint and an outward gaze. The model is gradually stripped from her descriptive details and handled in a more abstract fashion, without, however, losing her recognisable form. The artist seeks to skillfully explore the suggestively rendered female form and strike a balance between sensuality, lyrical feeling and intellectual thought.

Peggy Zoumboulakis, the artist's gallerist and close friend, once mentioned that "Moralis charmed women and loved them essentially. His whole work is an ode to womankind." As noted by Professor C. Christou, "his paintings are at once erotic, profoundly sentimental and poetic. In them one may trace a progress from earthly to heavenly love, from the sensual aspects of the subject to the universal and eternal, to the metaphysical and transcendental."2

- ¹. Peggy Zoumboulakis interview [in Greek], To Vima daily, 2010.
- ². C. Christou, *Moralis* [in Greek], Adam editions, Athens 1993, pp. 33-34.





55

55 AR

PANAGIOTIS TETSIS (1925-2016)

Sifnos VIII signed in Greek (lower right) oil on canvas 82 x 87 cm.

£10,000 - 15,000 €11,000 - 17,000

Painted in 1972.

Provenance

Private collection, Athens.

P. Tetsis, Painting, Nees Morfes Gallery editions, Athens 1999, no. 20, p. 36 (illustrated).

 $56 \, \mathrm{AR}$

PANAGIOTIS TETSIS (1925-2016)

Top-down view of Sifnos signed in Greek and dated '1968' (lower right) ink on paper 100 x 70 cm.

£7,000 - 10,000 €7,900 - 11,000

Provenance

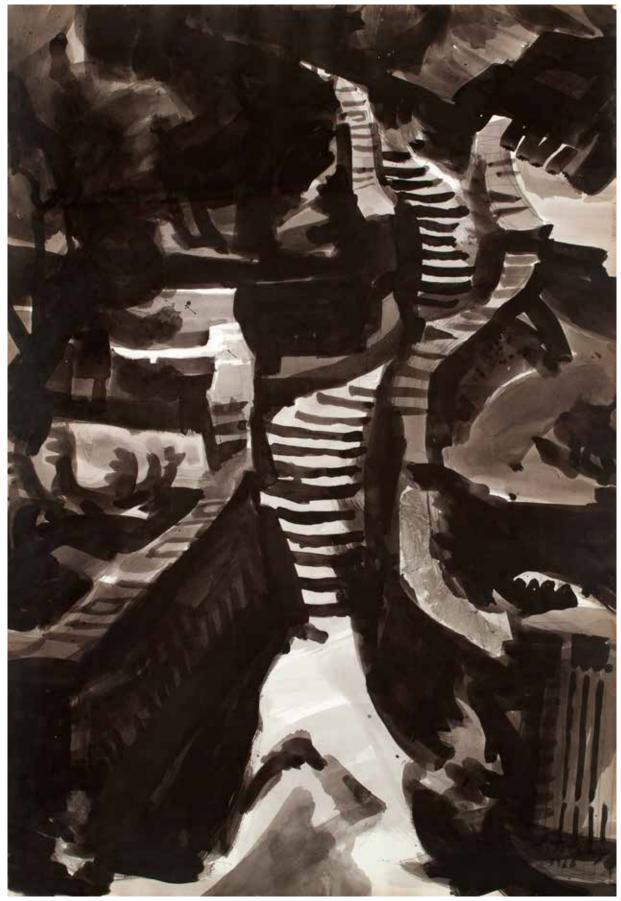
Private collection, Athens.

Literature

P. Tetsis, Painting, Nees Morfes Gallery editions, Athens 1999, no. 22, p. 38 (illustrated).

Panayotis Tetsis, Ta Nea editions - Contemporary Greek Painters, Athens 2007, p. 54 (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.



57 AR **YIANNIS MORALIS (1916-2009)**

signed in Greek and dated '95' (upper right) oil on canvas 52 x 52 cm.

£30,000 - 50,000 €34,000 - 57,000

Painted in 1995.

Provenance

Private collection, Paris.

Imbued with the eroticism of the curved line, Erotic reflects the artist's long preoccupation not only with the suggestively rendered female form, but also with the inner rhythm and musical resonance generated by the combination of varied types, shapes and colours. As aptly noted by Professor D.N. Maronitis, "Moralis's paintings take us directly to the wondrous world of pure vision, which emerges, however, from the world of touch."1

Demonstrating solid structure, purity of form, poetic abstraction, disciplined rhythm, harmonious proportions, inspired synthesis of gently flowing curves and ingenious interplay of active and passive themes, Erotic achieves a striking balance between passion, feeling and thought. "The erotic encounter of two people, life's greatest mystery, stripped from any external element that threatens to alienate it, is depicted in a simple and, therefore, essential way. The figures are broken down to their constituent parts and then reassembled; as a result, the lines take on a symbolic import and respond to each other by means of their contrasts and similarities. Any dryness or harshness that could result from such an austere, constructivist approach, is avoided due to the artist's sensitivity."2

- ¹. D.N. Maronitis, "The Gift of Vision" [in Greek], *To Vima* daily, 15.3.1992.
- ². V. Karaiskou, "An Attempt to Approach Yannis Moralis's Work" [in Greek], Sima magazine, no. 7, March-April 1992, p. 20.



CHRISTOS BOKOROS (BORN 1956)

Olive tree - candle, 1994 signed in Greek (lower right) oil and mixed media on canvas 200 x 180 cm.

£18.000 - 28.000 €20,000 - 32,000

Provenance

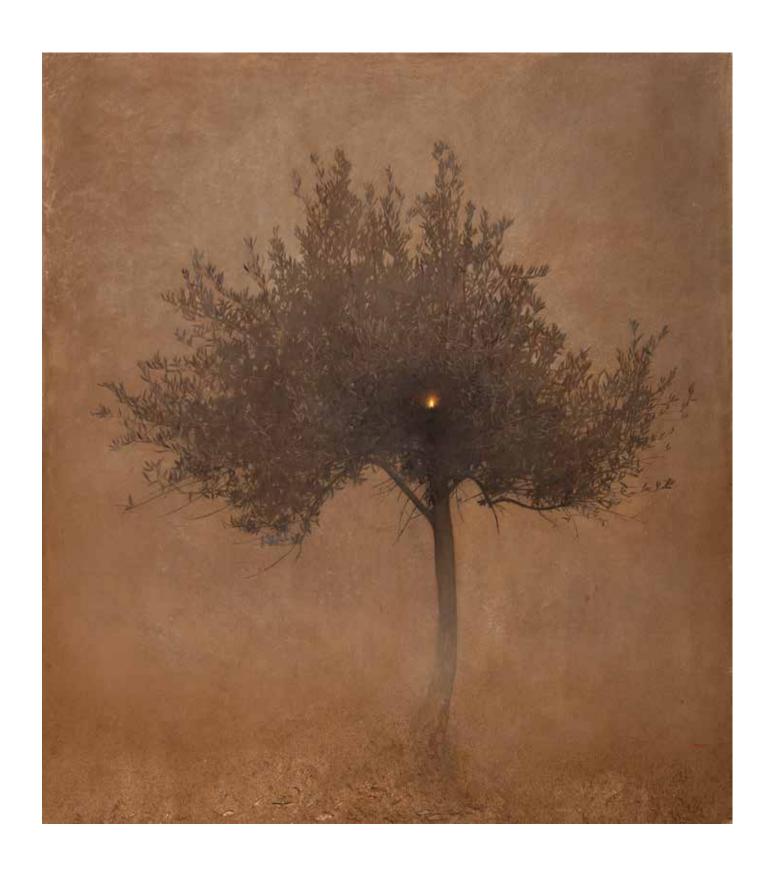
Private collection, Athens.

Exhibited

Paris, FIAC, 1994. Agrinio, Municipal and Regional Theatre of Agrinio, Christos Th. Bokoros, Exhibition in Agrinio, April 23 - May 23, 2000, no. 27 (listed, p. 84 and illustrated in the exhibition catalogue).

A dazzling draftsman and tromp I' oeil master "who speaks about the invisible through the visible and the immaterial through the material"1, Christos Bokoros uses the image of the candle flame-this sacred symbol of hope and remembrance—in a novel and unexpected way, lending new dimensions to the stereotypical motifs of Christian worship and reviving the religious sentiment of Fotis Kontoglou's painting. The flickering flame sprouting out of the dark silhouette of the olive tree, which has nourished people's lives across the Mediterranean for thousands of years, striking deep roots in folk traditions and becoming an integral part of the Hellenic world, speaks of persistence and continuity, sending out a message of hope and spiritual rebirth.

¹. M. Lambraki-Plaka, "Eternal Greek Light" in Christos Bokoros, 2002 Calendar, Heracles Group of Companies, Athens, 2001.



CONSTANTINOS PARTHENIS (1878-1967)

Drawing for the 'Apotheosis of Athanasios Diakos' charcoal on paper 197 x 97 cm.

£15.000 - 20.000 €17.000 - 23.000

Provenance

The estate of the artist. Private collection, Athens.

Parthenis's famous Apotheosis of Athanasios Diakos at the National Gallery in Athens is a triumphant expression of his ideological orientation and a glorious recapitulation of his spiritual values, poetic vision and lofty symbolist ideals, following thirty years of artistic endeavour. The National Gallery collection includes only one preliminary drawing of this masterpiece (donated by the artist's daughter Sophia), which, as noted by Kafetsi "is in very bad condition. The scarcity of such drawings is guite odd, considering that the artist worked on the painting for many years before finally exhibiting it at the 1938 Venice Biennale"1-something that makes this large scale drawing of the Apotheosis a great find.

Captured in fine lines and curvilinear shapes echoing the simplicity of ancient Greek vase painting, the work traces the left part of the final composition, featuring a winged figure with shield, spear and helmet, identified with the Spartan king Leonidas, whom Parthenis considered akin to revolutionary war hero Athanasios Diakos, since both men chose to die-under similar circumstances and in the same locationinstead of being captured, forever etching their names in the pantheon of Hellenism. To his right stands a female figure in a long classical chiton emerging from a box-like structure—an allegorical personification of Greece being resurrected and restored to her former splendour following four centuries of Ottoman occupation. The upper part of the composition is occupied by angels with large outstretched wings-a recurrent theme in Parthenis's work—who chant the eternal glory of the hero with lyres and trumpets.2 In this significant work of lofty national exaltation, ideologically related to the poetry of C. Palamas and A. Sikelianos, Parthenis expresses the resurgence of Hellenism after the Balkan Wars and the efforts to geographically extend Greece and restructure it into a modern state.

- 1. A. Kafetsi, Parthenis Drawings at the National Gallery [in Greek], Athens 1989, p. 86.
- ². See A. Kotidis, Modernism and Tradition in Greek Art of the Interwar Period, University Studio Press, Thessaloniki 1993, pp. 226-235.

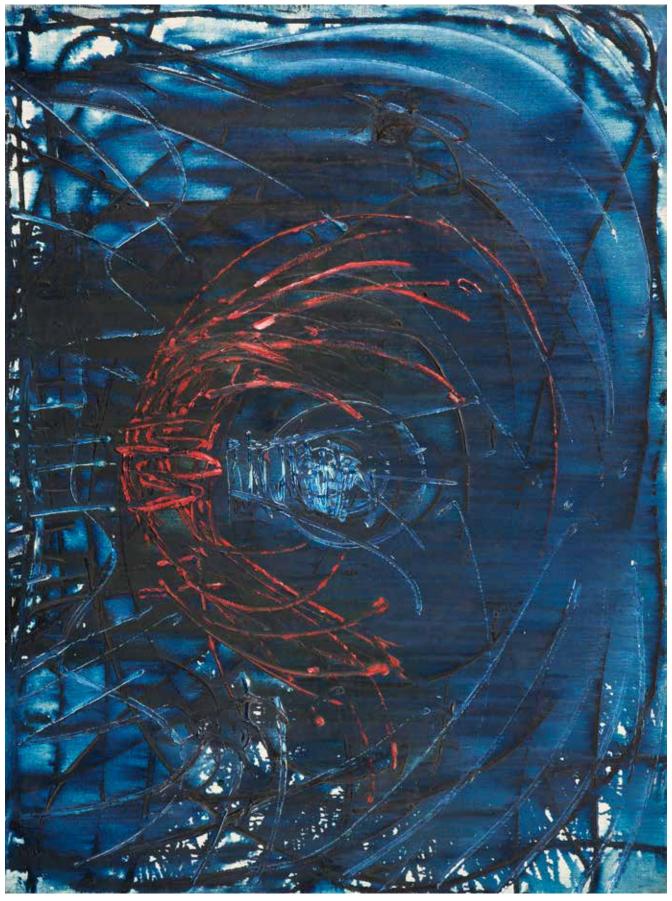


CONSTANTINOS PARTHENIS (1878-1967)

The Apotheosis of Athanasios Diakos before 1933 oil on canvas 371 x 380 cm.

Donated by Sofia Partheni to the National Art Gallery - Alexandros Soutzos Museum, Athens, Greece, Inv. No. Π.6506







61

$60^{\,\mathrm{AR}}$ **THANOS TSINGOS (1914-1965)**

Blue composition signed and dated '1953 Th.Tsingos' (upper centre) oil on canvas 131 x 97 cm.

£5,000 - 8,000 €5,700 - 9,000

61 AR

THANOS TSINGOS (1914-1965)

Oiseaux blanches signed and dated 'Tsingos/56' (lower right) oil on canvas 73 x 93 cm.

£6,000 - 8,000 €6,800 - 9,000

DIMITRIS MYTARAS (1934-2017)

Vetch plants signed in Greek and dated '58' (lower right) oil on canvas 100 x 150 cm.

£10,000 - 15,000 €11,000 - 17,000

Painted in 1958.

Provenance

Private collection, Athens.

Literature

E. Vakalo, Dimitris Mytaras, Painting 1948-1983, Kedros editions, Athens 1984, no. 51, p. 54 (illustrated).

As early as the late 1950s, at a period when pure abstraction was the irrefutable language of the international avant-garde and representational painting was relegated to the limbo of philistinism, Dimitris Mytaras articulated a highly personal, reductive vocabulary of form, where certain recurrent motifs, such as the table and the dense foliage, in evocative settings, are handled based on the teachings of both Cezanne and Matisse, Mondrian and de Staël, namely that colour is drawing and drawing is colour. "The juxtaposition of colours, size of forms, quantity and nature of colour, increased and decreased tone and syncopated rhythm are all scrutinised as in a musical composition." 1Reviewing the artist's work in 1961, then Athens National Gallery Director M. Kalligas noted: "Mytaras is the great hope of the new generation."2

¹. E. Vakalo, "D. Mytaras Exhibition" [in Greek], Ta Nea daily, 29.9.1961. ². M. Kalligas, "The Humanity of Dimitris Mytaras" [in Greek], To Vima daily, 27.9.1961.









64

 $63 \, \mathrm{AR}$

ALECOS FASSIANOS (BORN 1935)

The abduction of Helen of Troy signed 'A.Fassianos' (upper left) acrylic and mixed media on paper laid on canvas 76 x 116 cm.

£12,000 - 18,000 €14,000 - 20,000

Painted in 1968.

Provenance

Galerie Paul Facchetti, Paris. Private collection, Athens.

Exhibited

Thessaloniki, Macedonian Museum of Contemporary Art, *A. Fassianos, Paintings* 1953-1993, September 1993, no. 6 (illustrated in the exhibition catalogue, p. 21).

 $64\,\mathrm{AR}$

ALECOS FASSIANOS (BORN 1935)

Pink figure signed in Greek and dated '67' (upper edge) oil on canvas 73 x 73 cm.

£6,000 - 8,000 €6,800 - 9,000

Provenance

Private collection, London.

$65\,\mathrm{AR}$

YANNIS GAÏTIS (1923-1984)

La cathédrale de Chartres signed 'Gaitis' (lower right) oil on canvas 116 x 89 cm.

£12,000 - 18,000 €14,000 - 20,000

Painted in c.1964-1965.

Provenance

Jacqueline Spathis collection, Paris.

Exhibited

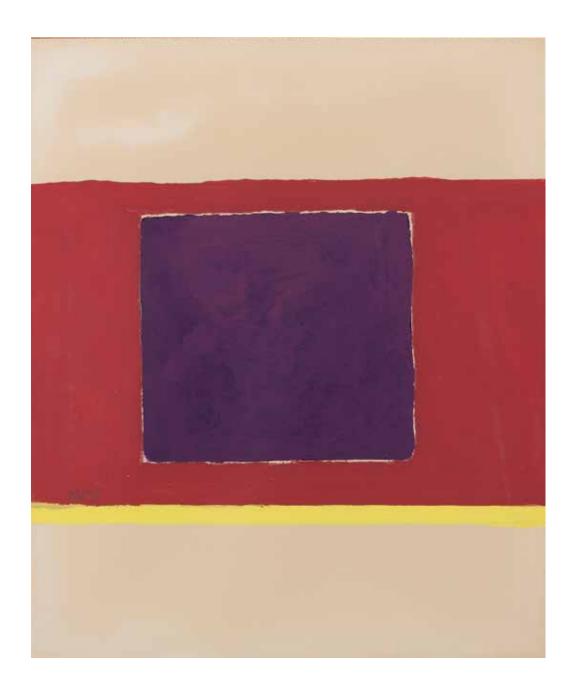
Paris, Maison de l'Europe, Hôtel de Coulanges-Sévigné, Peintres et Sculpteurs Grecs Contemporains en France, January 28 – February 10, 1994.

Literature

D. Macris, D. Papastamos, *Cahiers de l'Ambassade de Grèce à Paris. No 1: Artistes Grecs en France*, Maison de l'Europe, Ambassade de Grèce, Paris 1995.

Yannis Gaitis, Catalogue Raisonné, Ioannis F. Costopoulos Foundation, Athens 2003, no. 721, p. 202 (illustrated).





THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Aegean Sun Box signed ' Σ tamos' (lower left); signed, dated, titled and inscribed 'Aegean Sun Box/ Stamos 1968' (on the reverse) watercolor on paper board 60 x 50 cm.

£6,000 - 8,000 €6,800 - 9,000

Provenance

Christie's, New York, 6 March 2014, lot 295. Private collection (acquired from the above sale).



THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Infinity Field, Lefkada Series #3 signed, titled and dated ' Σ tamos Infinity Field, Lefkada Series #3/ 1978' acrylic on paper 76.5 x 56 cm.

£7,000 - 9,000 €7,900 - 10,000

Provenance

The Ciba-Geigy Art Collection. Malea brothers auctions, New Jersey. Private collection.

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.

£20,000 - 30,000 €23,000 - 34,000

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 guest 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.





69 * AR ALECOS CONDOPOULOS (1905-1975)

Lourdes Fleurs signed in Greek and dated '967' (lower left) oil on canvas 74 x 62 cm.

£6,000 - 8,000 €6,800 - 9,000

Provenance

Acquired by the present owner circa 50 years ago from the Forsythe gallery in Ann Arbor, Michigan.

A work of blazing colour and compositional assurance, *Abstract Composition* epitomises Condopoulos' mature style: capacious and solid geometric forms complemented by free, apparently accidental, but essentially self-controlled brushstrokes. Logical association and expressive thrust, perfect order and pure emotion seem to coexist in a

harmonious way, building up a robust architectural structure that is set in motion while retaining a coherent inner rhythm. "From within his fiery expressionistic surfaces, where colour has devoured shape, something organic emerges that contains this blazing expressive thrust in between the sturdy beams of a well-constructed edifice. Having studied with great passion the ideal proportions and 'gold mean' of Ancient Greek art, it was impossible for Condopoulos to let himself be carried away by a frenzied game of colours deprived of any deeper meaning and contemplation."

A leading figure of modern Greek art, Alecos Condopoulos aspired to the creation of a new visual cosmos, a new order of consciousness. In the early 1950s his work began to free itself from the confines of mundane reality and by the end of the decade he was hailed internationally as a pioneer of post-war abstraction.²

- ¹. D. Papastamos, *The Abstract Imagery of Condopoulos's Painting* [in Greek] in *Alekos Condopoulos 1905-1975*, Aghia Paraskevi Municipal Cultural Centre, 1986.
- ². See H. Kambouridis G. Levounis, *Modern Greek Art, The 20th Century*, Athens 1999, pp. 154, 156.



70 AR

ALECOS CONDOPOULOS (1905-1975)

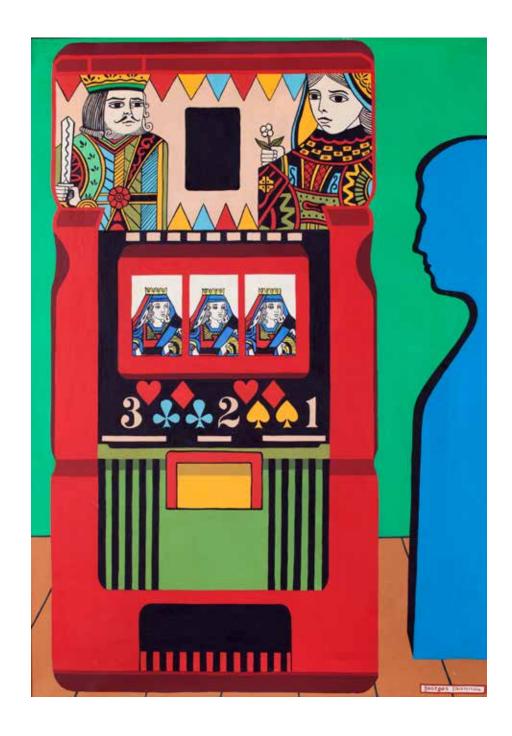
Les fleurs du mal signed in Greek and dated '972' (lower right); signed, dated and titled 'A.CONTOPOULOS 972/Les Fleurs du Mal' (on the reverse) oil on canvas 80 x 60 cm.

£8,000 - 12,000 €9,000 - 14,000

Provenanace

Bonhams, London, 11 June 2002, lot 66. Private collection, Greece (acquired from the above sale). Solid vertical volumes and energetic curvilinear forms, intense colours and lyrical tones, gestural drawing and disciplined structure overlap and interlock in a quest for balance between order and emotion, rational thought and romantic expressiveness, reflecting Condopoulos's sensitive response to the nature of contemporary experience. As aptly noted by the painter himself, "the artist's goal is to orderly assemble disparate elements in order to discover poetic compositions of a given meter and rhythm." This fusion of poetic vision and bipolar meaning that alludes to the archetypal struggle between human nature and divine reason, reflects the aspiration of abstract art to express the collective consciousness of mankind through universal imagery.

¹. A. Condopoulos, 26 Recent Paintings and a Brief Retrospect [in Greek], Athens Hilton Art Gallery, 1969.



71 ^{AR}

GEORGE IOANNOU (GREEK, 1926-2017)

From the decay of the accidental signed 'georges ioannou' (lower right) oil on canvas 100 x 71 cm.

£5,000 - 7,000 €5,700 - 7,900

Exhibited

Athens, Ora Gallery, Giorgos Ioannou, October 12-31, 1973 (illustrated on the cover of the exhibition catalogue).

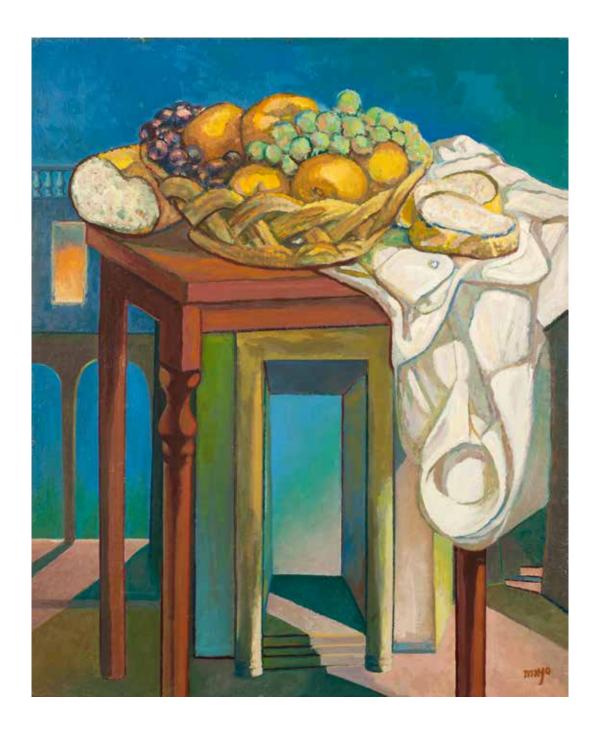
Athens, Pyrgos Athinon Art Gallery, Four Greek Painters, April 3-30, 1974 (illustrated in the exhibition catalogue).

Literature

Chroniko '74 annual review of cultural life, Ora editions, Athens 1974, p. 127 (illustrated).

Newspaper clipping, April 1974 (illustrated).

S. Lydakis, Dictionary of Greek Painters and Engravers - The Greek Painters, vol. 4, Melissa editions, Athens 1976, p. 147 (illustrated).



MAYO (ANTONIS MALLIARAKIS) (GREEK, 1905-1990)

signed 'mayo' (lower right); signed, titled and dated 'MAYO/ VACANCES/PARIS-1963' (on the reverse) oil on canvas 61 x 50 cm.

£5,000 - 7,000 €5,700 - 7,900

Painted in Paris in 1963.

Provenance Private collection, Athens.





$73\,\mathrm{AR}$

MICHALIS MANOUSAKIS (BORN 1953)

The Settler signed and dated 'Michalis/ Manoussakis/1993' (on the reverse); each tile signed and dated 1992 (on the reverse) oil on wood (the painting); soil, iron, wood, pigment and plaster on 7 ceramic tiles 150 x 210 cm (panel). 43 x 28 cm (each tile).

£18,000 - 28,000 €20,000 - 32,000

Exhibited

Alexandria, XVIII Biennale, 1994.

Athens, Titanium Gallery, *M. Manoussakis, Nostos*, March 1995 (illustrated in the exhibition catalogue, p. 21).

Tel Aviv, Tel Aviv Museum of Art, *Contemporary Greek Art, Three Generations*, February 19 - April 4, 1998 (discussed and illustrated in the exhibition catalogue, pp. 76-77).

Athens, National Gallery - A. Soutzos Museum, *Contemporary Greek Art, Three Generations*, July 5 - August 24, 1998 (discussed and illustrated in the exhibition catalogue, pp. 76-77).

Literature

The Art Magazine, no. 17, May-June 1995, p. 82 (shown in a b/w photograph with the artist).

One of the most gifted and perceptive exponents of the neo-figurative trends that emerged in the late 1980s, Michalis Manousakis uses the sparest of means to create an evocative dreamscape of poetic nostalgia and personal mythology. Archetypal symbols, minimalist forms, bold monochromatic surfaces, dramatic lighting and a limited palette dominated by a dazzling blue, fashion an original and advanced interpretation of the landscape, while the large areas of raw wood allude to the artist's handling of nature not merely as a spectacle but also as a valid means of expression.

Discussing The settler in the exhibition catalogue of the 1998 Contemporary Greek Art, Three Generations show at the Tel Aviv Museum of Art, Athens National Gallery Director M. Lambraki-Plaka noted: "Naked and homeless, Michalis Manoussakis' solitary traveller wanders in a limitless space seeking good omens that will guide him to settle a new land. He is the symbol of all the uprooted of our age, those who lost the paradise of their inner or outer homeland. All the narrative elements in Manoussakis' works allude to a time before or after history. His hero is naked like Adam after his expulsion from Paradise. This nakedness is humiliated. Humiliated but not defeated. Manoussakis' hero strides in breathless haste across an infinite space, a wasteland with no points of reference. The divisionistic depiction of the space, with small dots of pure colour, multiplies its vastness just as the grains of sand define the infinity of a desert.

"In his recent works, Manoussakis' hero seems to have reached his final destination, his home. The large painting on panel in the Alexandria Biennale, the house, is a transparent codified construction which dominates the descriptive space. On its roof has landed our familiar wanderer – half "real", half painted; he has been embodied by it. A deliberate semantic duality has been created. The roof eventually identifies itself with the painted surface on which the figure of the man is depicted. The means of expression have reached, at this point, a much greater austerity, as the supporting wooden surface itself serves as a projection screen of the image and chromatic background as well. The dominant blue colour has a complementary role and lends the wood an orange glow."

"A row of tiles metonymically alludes to the theme of home. The painter's familiar symbols—nest, well, ladder—plastically wrought in the cavity of the tile summarize the essence of his quest."

1. Marina Lambraki-Plaka, "Michalis Manoussakis, The Settler" in Contemporary Greek Art, Three Generations, exhibition catalogue, Tel Aviv Museum of Art, Athens 1998, p. 76.





74

74 AR

YIANNIS SPYROPOULOS (1912-1990)

Painting 990 signed in Greek (lower right) oil and mixed media on card 35.3 x 45.5 cm.

£5,000 - 7,000 €5,700 - 7,900

Painted in 1987.

Provenance

Private collection, Athens.

Exhibited

Athens, Astrolavos Dexameni Gallery, Yannis Spyropoulos, December 12, 1994 – January 31, 1995, no. 1262A (illustrated in the exhibition catalogue).

75 **AR**

CHRISTOS LEFAKIS (1906-1968)

Script and spots, 1966 i. signed in Greek and dated '66' (lower right) mixed media on paper 50 x 70 cm.

ii. mixed media on paper 50 x 70 cm.

(2)

£6,000 - 9,000 €6,800 - 10,000

Exhibited

i. Thessaloniki, Vafopouleio Cultural Centre, *Optical Dialogues 1965-1968*, January 28 - February 22, 1984 (illustrated in the exhibition catalogue).

i. Athens-Thessaloniki, National Gallery A.Soutzos Museum - Vellidion Cultural Centre, *Lefakis*, October-November 1989 (illustrated in the exhibition catalogue, p. 66).

Literature

i. *Ch. Lefakis, The Painter and his Work*, Egnatia editions, Thessaloniki 1978, no. 113, p. 140 (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.





 $76 \, \text{AR}$

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

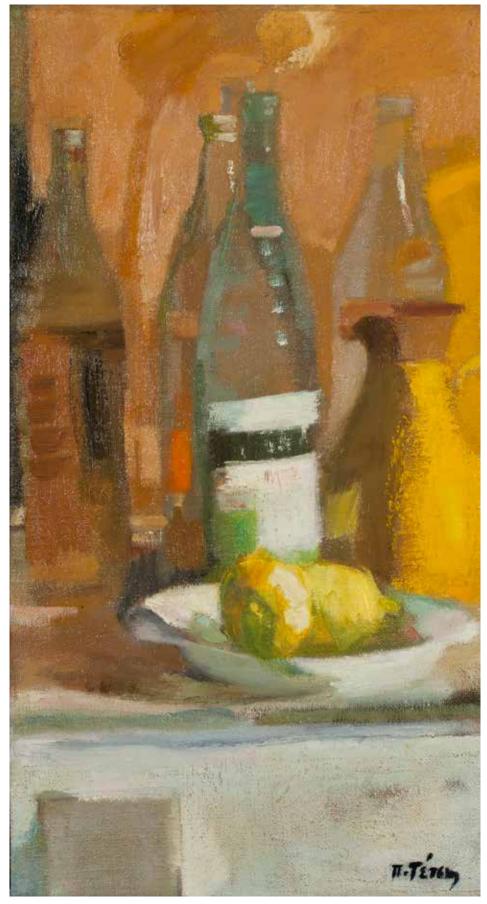
Signal, 1970 signed 'Takis' (on the base) iron, objets trouvés 131 x 95 cm.

£20,000 - 30,000 €23,000 - 34,000

This piece is unique.

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







PANAGIOTIS TETSIS (1925-2016)

Still life with bottles and lemons signed in Greek (lower right) oil on canvas 87 x 46 cm.

£7,000 - 10,000 €7,900 - 11,000

Painted in 1975.

78 AR

CHRISTOS BOKOROS (BORN 1956)

Towel and green soap signed in Greek and dated '96' (lower right) mixed media on wood 63 x 107.5 x 3.5 cm.

£12,000 - 18,000 €14,000 - 20,000

Painted c.1995-1996.

Provenance

Private collection, Athens.

Exhibited

Andros, Petros and Marika Kydoniefs Foundation, Christos Th. Bokoros, the Landscape of Hinterland, Ploes VI, July 23 - September 28, 2000, no. 5 (listed and illustrated in the exhibition catalogue).

Literature

Y. Bolis, Christos Bokoros, The Painter of Allegory, Ta Nea editions -Contemporary Greek Artists series, Athens 2009, p. 51 (referred).

In his affection for the familiar in everyday life and his nostalgic longing for traditional values, Bokoros shares a strong common bond with the 1930s generation, elaborating on the discourse of "Greekness" and raising issues of cultural continuity. As noted by Athens National Gallery Director M. Lambraki-Plaka, consciousness of time is at the root of Bokoros's creative drive. The pieces of old wood he salvages from decay and disintegration are given a second chance to life without losing the traces of their previous existence. These weathered pieces of wood, which are identified with the pictorial surface, are assigned a new role, becoming "altars of offerings" on which the artist paints the images he wants to preserve. What is depicted on them in an illusionistic manner is seen ex vivo-from above, from up high-as he would see some utensils resting on the low wooden tables used in traditional Greek country houses. The transition from the weathered wood to the painted objects, the passage from the world of the real to the world of illusion evokes in the viewer an exhilarating sense of vertigo. A shadow attempts to bridge the abyss that separates the two worlds.1

¹. M. Lambraki-Plaka, "Christos Bokoros, Time, Memory and Secular Eternity" in Christos Bokoros - Chronis Botsoglou, Illuminated Shadows, exhibition catalogue, Athens 2011, pp. 20-21.







80

79 AR

YANNIS GAÏTIS (1923-1984)

i. Three figures signed 'Gaitis' (lower right) oil on canvas 40×50 cm.

ii. Birdman signed 'Gaitis' (lower right) oil on canvas 27 x 35 cm.

(2)

£8,000 - 12,000 €9,000 - 14,000

Provenance

Private collection, Greece.

Exhibited

i. Thessaloniki, Kochlias gallery, *Yannis Gaitis*, September 21 - November 8, 1972.

Literature

i. *Yannis Gaitis, Catalogue Raisonné*, Ioannis F. Costopoulos Foundation, Athens 2003, no. 1191, p. 285 (illustrated)

$80\,\mathrm{AR}$

YANNIS GAÏTIS (1923-1984)

Vol parmi les monuments signed 'Gaitis' (lower right); signed and titled in Greek (on the reverse) oil on canvas 81 x 65 cm.

£10,000 - 15,000 €11,000 - 17,000

Painted c. 1981-1982.

Exhibited

Nardò, Galleria L'Osanna, *Yannis Gaitis*, April 3-22, 1982, no 1983.

Literature

Yannis Gaitis, Catalogue Raisonné, Ioannis F. Costopoulos Foundation, Athens 2003, no. 1524, p. 351 (illustrated).



YANNIS GAÏTIS (1923-1984)

Abstract signed 'Gaitis' (lower right) oil on canvas 81 x 116 cm.

£8,000 - 12,000 €9,000 - 14,000

Provenanace

Private collection, Greece.

Literature

La Gazette de l'Hotel Drouot, no. 43, Paris, November 28, 1997. Yannis Gaitis, Catalogue Raisonné, Ioannis F. Costopoulos Foundation, Athens 2003, no. 589, p. 180 (illustrated).

82 AR

COSTAS TSOCLIS (BORN 1930)

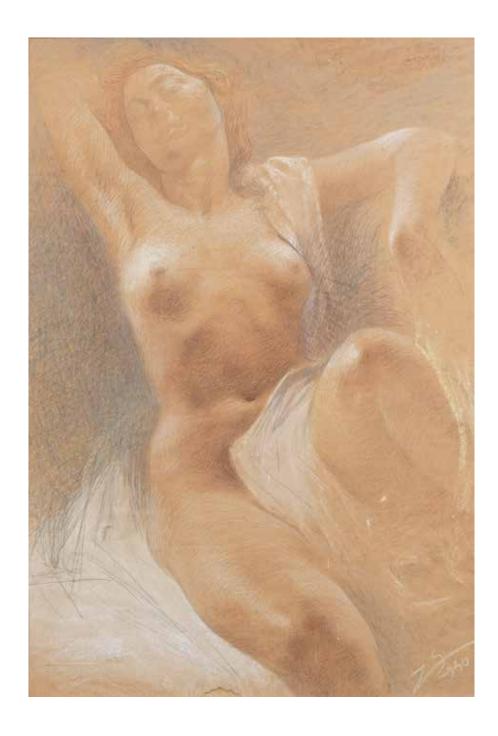
Space and wooden pole signed and dated 'C.Tsoclis 77' (lower right) oil, wood and wood shavings on canvas with aluminium frame 151 x 94 x 10 cm.

£7,000 - 10,000 €7,900 - 11,000

Provenance

Private collection, Athens.



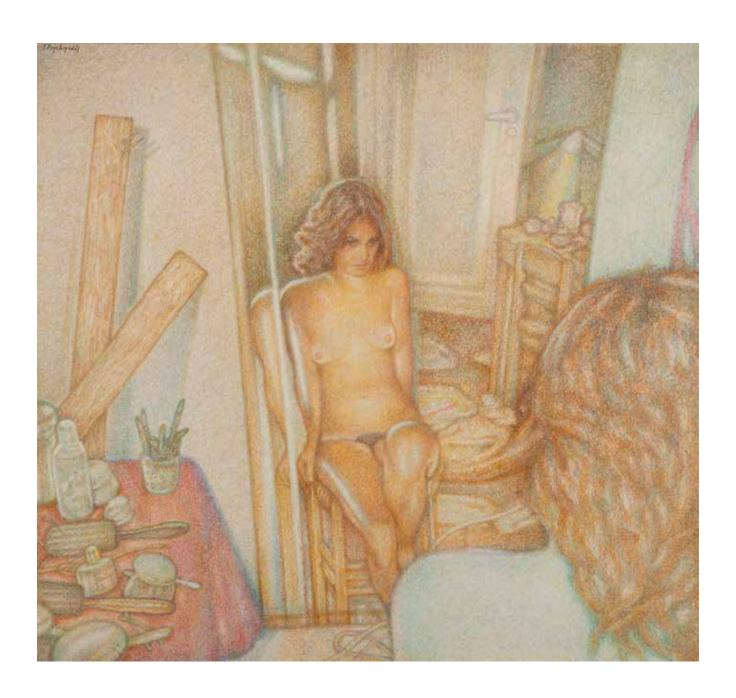


 $_{83}\,\mathrm{AR}$

ALECOS CONDOPOULOS (1905-1975)

Female Nude signed in Greek and dated '40' (lower left) initialled and dated '940' (lower right) signed, dated and titled in Greek '1940' (on the backing board) pastel on paper 85.5 x 59.5 cm.

£4,000 - 6,000 €4,500 - 6,800



 $_{84}\,\mathrm{AR}$ YIANNIS PSYCHOPEDIS (BORN 1945) Nude in studio signed 'J. Psychopedis' (upper left)

£7,000 - 10,000 €7,900 - 11,000

68 x 72.5 cm.

coloured crayons on paper

85 * AR

SPYROS VASSILIOU (1902-1984)

View of Athens with Zappeion, the Panathenaic stadium and Hymettus in the background signed in Greek and dated '78' (lower right) oil on canvas 28 x 83.5 cm.

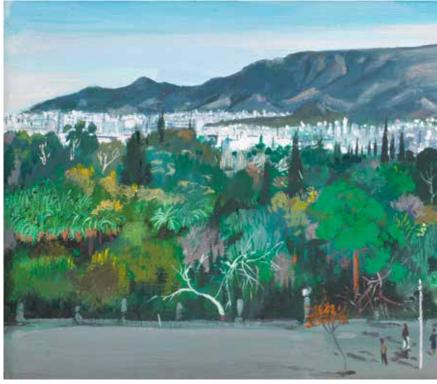
£6,000 - 8,000 €6,800 - 9,000

Painted in 1978.

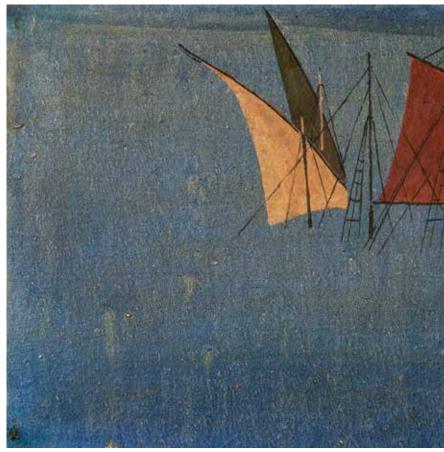


Boats and gramophone signed in Greek and dated '64' (lower right) oil on hardboard 35 x 90.5 cm.

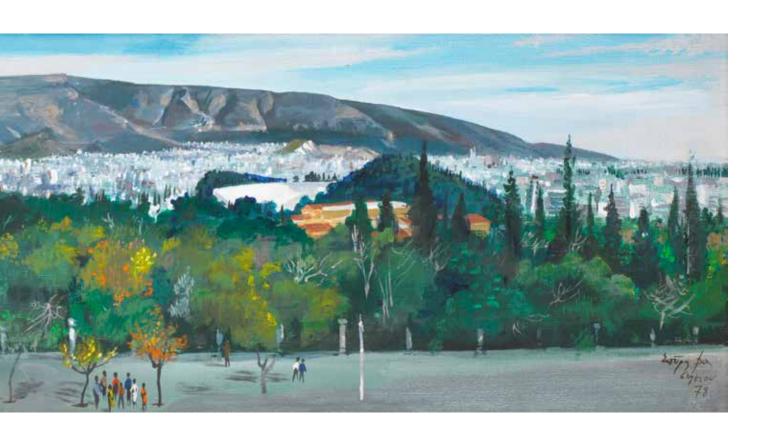
£5,000 - 7,000 €5,700 - 7,900



85



86





NIKOS KESSANLIS (1930-2004)

Untitled / Labyrinth signed 'NIKOS' (lower centre) mixed media on canvas 150 x 150 cm.

£10,000 - 15,000 €11,000 - 17,000





YIANNIS SPYROPOULOS (1912-1990)

Prothessis C, 1966 signed in Greek (lower right) signed, titled and dated 'JANNIS SPYROPOULOS PROTHESSIS C, 1996' (on the stretcher); inscribed with the address and telephone address of the artist (on the stretcher) oil and mixed media on canvas 80.8 x 59.8 cm.

£7,000 - 9,000 €7,900 - 10,000

Provenance

Private collection, London.



ILIAS DEKOULAKOS (1929-1998)

Abstract Composition signed in Greek and dated '1965' (lower right); inscribed with size and date '135 x 110 – 1965' (on the stretcher) oil on canvas 135.5 x 110 cm.

£6,000 - 8,000 €6,800 - 9,000

Provenance

Private collection, London.



$_{90}\,\mathrm{AR}$ **CHRISTOS CARRAS (BORN 1930)**

Still life at the window signed in Greek and dated '18.1.1969' (lower left) oil on canvas 114 x 196 cm.

£8,000 - 12,000 €9,000 - 14,000



91 AR **COSTAS PAPANIKOLAOU (BORN 1959)**

Apartment building signed in Greek and dated '2008' (lower right) acrylic on panel 122 x 153 cm.

£6,000 - 8,000 €6,800 - 9,000



 $92\,\mathrm{AR}$ COSTAS TSOCLIS (BORN 1930) Untitled / Fullmoon signed and dated 'C.Tsoclis' (lower right) oil, plaster, sand and mirror on canvas 100 x 75 x 9 cm.

£8,000 - 12,000 €9,000 - 14,000



 $93 \, \mathrm{AR}$

COSTAS TSOCLIS (BORN 1930)

Untitled signed and dated 'C.Tsoclis 91' (lower right) oil, sand and wood on canvas 120 x 162 x 15 cm.

£12,000 - 18,000 €14,000 - 20,000

Literature

E. Trichon-Milsani, *The Seas of Costas Tsoclis*, A.A. Livanis editions, Athenns 2001, p. 59 (illustrated).



DIMOS SKOULAKIS (BORN 1930)

Protest; The Demonstration signed and dated 'Skoulakis 68' (lower right) oil on canvas 70 x 90 cm.

£5,000 - 7,000 €5,700 - 7,900

Provenance

The artist's collection. Private collection, Athens.

Exhibited

London, Convent Garden, Freedom (anti-junta event organized by Greek artists in exile, 1971.

Athens, University of Athens Museum - Nikos Poulantzas Institute of Political Studies, Because I didn't Comply, group show, 2002. Athens, Fryssiras Museum Contemporary European Painting, Demosthenis Skoulakis, September 27 - December 31, 2006 (illustrated in the exhibition catalogue, pp. 70-71).

Athens, National Museum of Contemporary Art - The Megaron Athens Concert Hall, The Years of Defiance, the Art of the '70s in Greece, December 15, 2005 - May 7, 2006, no. 61 (listed, pp. 198, 2002, and illustrated in the exhibition catalogue, pp. 88-89).



Literature

Express daily, September 29, 2006 (illustrated). Proto Thema newspaper, October 15, 2006 (illustrated). Galera magazine, November 2007 (illustrated).

As stated by the artist, the painting was inspired by newspaper photographs of street protest violence following the funeral of former Prime Minister Georgios Papandreou on December 3, 1968.

95 AR

APOSTOLOS GEORGIOU (BORN 1952)

Untitled

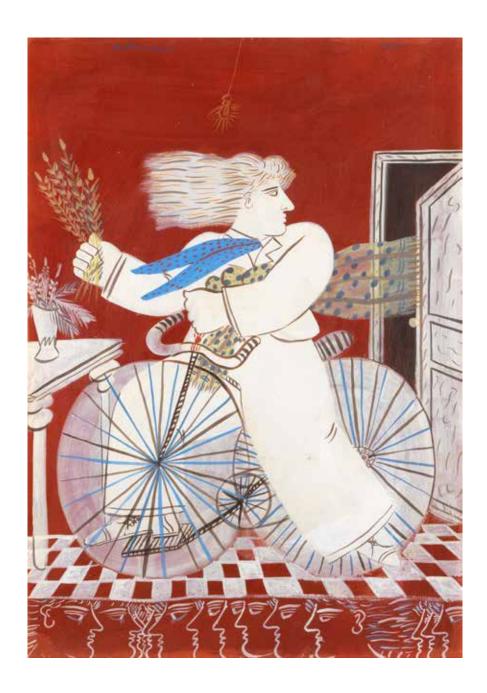
signed in Greek and dated '11' (on the reverse) oil on canvas $80 \times 80 \ cm.$

£6,000 - 8,000 €6,800 - 9,000

Painted in 2011.

Provenance

Acquired directly from the artist by the present owner.



96 * AR

ALECOS FASSIANOS (BORN 1935)

The Cyclist signed and dated 'A.Fassianos 1987' (upper edge) mixed media on paper laid on canvas 73 x 51.4 cm.

£10,000 - 15,000 €11,000 - 17,000

Provenance

Christie's, New York, 30 June 2008, lot 189. Acquired from the above sale.



 $97 \, \mathrm{AR}$ **YANNIS GAÏTIS (1923-1984)**

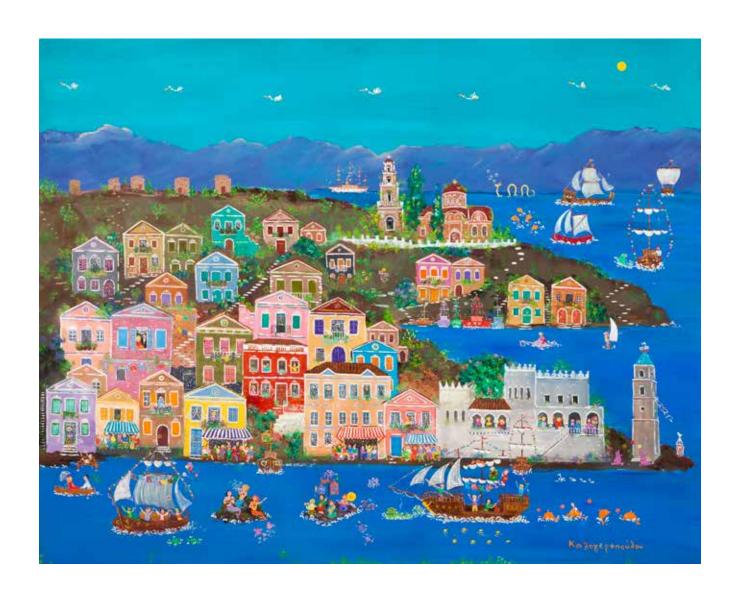
Flyer and people signed 'Gaitis' (lower right) oil on canvas 55 x 45 cm.

£5,000 - 7,000 €5,700 - 7,900

Painted c.1966.

Provenance

Acquired from the artist c.1973 by the present owner.



 $98 \, \mathrm{AR}$ **SOFIA KALOGEROPOULOU (BORN 1946)** View of Symi signed in Greek (lower right) oil on panel 120 x 151 cm.

£6,000 - 8,000 €6,800 - 9,000



$99\,\mathrm{AR}$ SPYROS VASSILIOU (1902-1984) Knitwear and Fer forgé signed in Greek and dated '82' (lower right)

acrylic and gold leaf on canvas 60 x 73 cm.

£6,000 - 8,000 €6,800 - 9,000

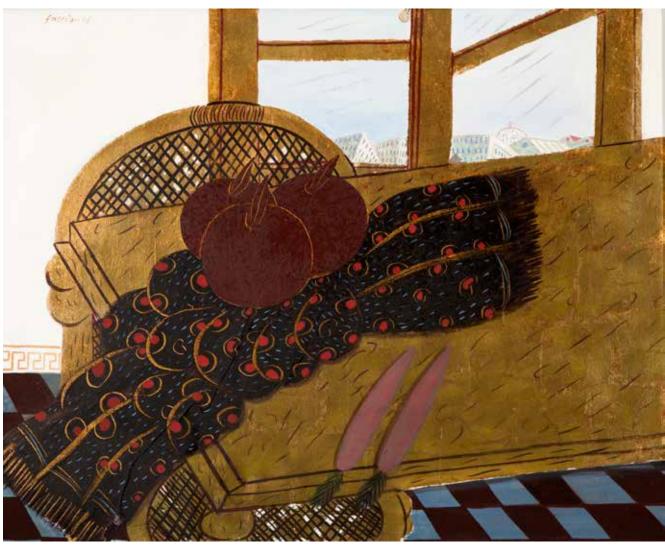
PAVLOS (DIONYSOPOULOS) (BORN 1930)

signed and dated 'Pavlos 1970' (lower right) paper construction framed in plexiglass 120.5 x 100 x 4 cm.

£10,000 - 15,000 €11,000 - 17,000







101 AR

GEORGIOS DERPAPAS (1937-2014)

Ace of spades signed in Greek (lower right) oil and silver leaf on panel 89 x 75 cm.

£7,000 - 9,000 €7,900 - 10,000

Painted in 1984.

Exhibited

Athens, Titanium Gallery, *Giorgos Derpapas, Painting*, October 1987 (illustrated in the exhibition catalogue).

102 AR

ALECOS FASSIANOS (BORN 1935)

Still life with apples signed 'Fassianos' (upper left); signed and inscribed 'aples afternoon/ Fassianos' (on the reverse) oil on canvas 65 x 81 cm.

£8,000 - 12,000 €9,000 - 14,000

Provenance

Galerie Beaubourg, Paris. Christies Greek Sale of 14 December 1993, lot 20. Acquired from the above sale by the present owner.



103 AR SPYROS VASSILIOU (1902-1984) Reeds / End of season signed in Greek and dated '69'(lower right)

acrylic on canvas 65 x 77 cm.

£6,000 - 8,000 €6,800 - 9,000



104 AR SPYROS VASSILIOU (1902-1984)
Eretria signed in Greek and dated '60' (lower right) oil on hardboard 53 x 71.5 cm.

£6,000 - 8,000 €6,800 - 9,000 $105 \, AR$

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Signal, 2009 signed 'Takis' (on the base) iron and aluminium 297 cm high.

£15,000 - 20,000 €17,000 - 23,000

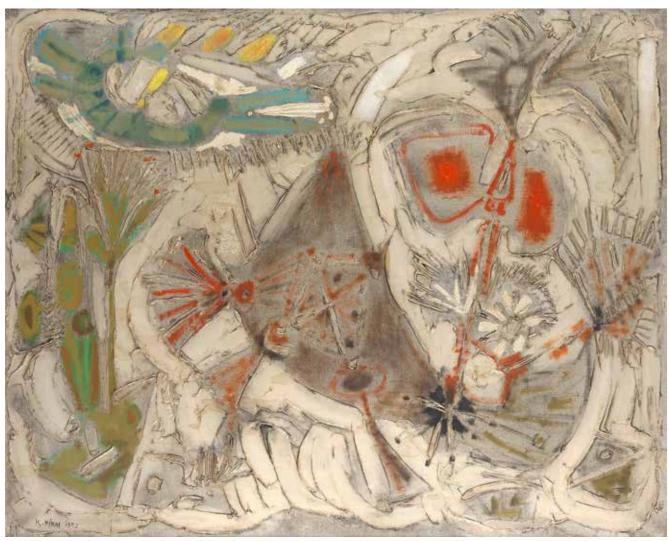
This piece is unique.

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









$106\,\mathrm{AR}$

NIKOS KESSANLIS (1930-2004)

La ragazza; Conversazione a pair, both signed and dated 'K.Nikos 57' (lower right); signed, dated, titled and numbered (on the reverse) oil on canvas 34×48 cm each.

(2)

£4,000 - 6,000 €4,500 - 6,800

107 * AR

NIKOS KESSANLIS (1930-2004)

Uccello con fiori signed 'K.Nikos 1957' (lower left) titled, signed and dated 'Uccello con fiori/ K.Nikos 1957' (on the reverse) oil on canvas 80 x 100 cm.

£6,000 - 8,000 €6,800 - 9,000

Provenance

Private collection, Los Angeles.



108 AR

OPY ZOUNI (1941-2008)

Red houses signed 'ZOUNI' (upper right); signed and dated 'OPY ZOUNI/2001' (on the reverse) oil on canvas 90 x 90 cm.

£5,000 - 7,000 €5,700 - 7,900

Exhibited

Nicosia, State Gallery of Contemporary Cypriot Art, Opy Zouni, Imaginary Environments 1990-2002, November-December 2002, no. 67 (illustrated in the exhibition catalogue, p. 54). Athens, Museum of Cycladic Art - N.P. Goulandris Foundation, Opy Zouni, Itineraries through Light and Colour, November 14, 2006 - January 20, 2007 (illustrated in the exhibition catalogue, p. 224).

Literature

Opy Zouni, Course of Idea, Course of Form, Paratiritis editions, Thessaloniki 2003, no. 158, p. 111 (illustrated).

109 AR

PAVLOS SAMIOS (BORN 1948)

Still life with summer fruits signed and dated 'Samios 88' (lower right) oil on canvas 180 x 100 cm.

£7,000 - 10,000 €7,900 - 11,000

Provenance

Private collection, Athens.





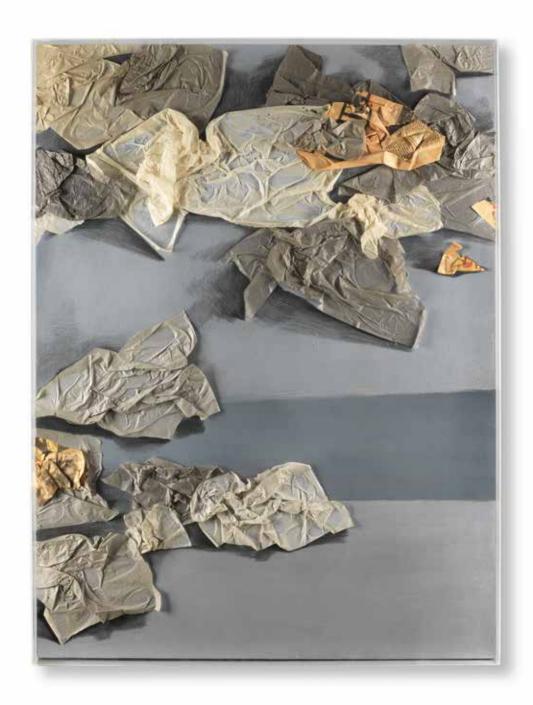
110 AR **GIORGOS LANARAS (BORN 1962)**

Untitled signed in Greek (upper left) oil on canvas 200 x 200 cm.

£3,000 - 5,000 €3,400 - 5,700

Provenance

Titanium Gallery, Athens. Bonhams Greek sale of 23 November 2010, lot 122. Acquired from the above sale by the present owner.



111 ^{AR} **COSTAS TSOCLIS (BORN 1930)**

Untitled signed and dated 'C.Tsoclis/ 1983' (on the reverse) mixed media on panel and framed in plexiglass 100 x 75 x 5.3 cm.

£5,000 - 7,000 €5,700 - 7,900



112 AR **GEORGIOS DERPAPAS (1937-2014)**

signed in Greek and dated '1986' (at the centre) oil and gold leaf on panel 111 x 111 cm.

£5,000 - 8,000 €5,700 - 9,000



113 AR **ANGELOS (PANAGIOTOU) (BORN 1943)**

signed in Greek (lower left) oil on canvas 100 x 121 cm.

£15,000 - 20,000 €17,000 - 23,000

Painted in 1995.



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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

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 FXAMINFD 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 I ots 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 l ot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down. by the Auctioneer at the fall of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £175,000 of the *Hammer Price*20% from £175,001 to £3,000,000 of the *Hammer Price*12.5% from £3.000,001 of the *Hammer Price*

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

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

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

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a Hammer Price of €1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

| Hammer Price | Percentage amount | | | | |
|------------------------------|-------------------|--|--|--|--|
| From €0 to €50,000 | 4% | | | | |
| From €50,000.01 to €200,000 | 3% | | | | |
| From €200,000.01 to €350,000 | 1% | | | | |
| From €350,000.01 to €500,000 | 0.5% | | | | |
| Exceeding €500,000 | 0.25% | | | | |

8. VAT

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

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the Hammer Price and Buyer's Premium:

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium
- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium
- α Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

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

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

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

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

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

Condition of Firearms

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

Lots marked '\$5' 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 '\$58' 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

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.

Olt 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 theorem.

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.
- O 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, it's 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.

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;
- .1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Saller 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 Glossarv):
- 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
- 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 ourcose. 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.

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.

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.

COLLECTION OF THE LOT

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- 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.

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.

- 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.
- We do not make or give and do not agree to make 1.6 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

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 [AF], 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.
- .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.

- 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 Ω3 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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot 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 Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:
- 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;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) 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 Lot or part thereof:
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 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 Sale) until all sums due to us have been paid in full;
- 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;
- 7.1.10 on three months' written notice to sell, Without Reserve, 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 Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (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.

- If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 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 Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8

- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot 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:
- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot: and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, 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
- 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.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot 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 Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, 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 Forgery and details of the Sale and Lot number sufficient to identify the Lot

- Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue 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
- 9.3.2 it can be established that the Lot is a Forgery 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.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery 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, 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 Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

- 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 Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot 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 Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot 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.

- 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 nonconforming *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 nonconforming 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

- "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
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).
- "Entry" a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and illustration(s) relating to the Lot.
- **"Estimate"** a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

- "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).
- "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.
- "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business
- "Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.
- "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.
- **"Reserve"** the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
- "Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.
- "Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
- "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".
- "Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.
- "Stamp" means a postage Stamp offered for Sale at a Specialist Stamp Sale.
- **"Standard Examination"** a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.
- "Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
- **"Storage Contractor"** means the company identified as such in the *Catalogue*.
- "Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
- "Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.
- "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.
- "Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.
- "Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

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

- "artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
- "bailee": a person to whom goods are entrusted.
- "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.
- **"interpleader proceedings":** proceedings in the Courts to determine ownership or rights over a *Lot*.
- "knocked down": when a *Lot* is sold to a *Bidder,* indicated by the fall of the hammer at the *Sale*.
- "lien": a right for the person who has possession of the ${\it Lot}$ 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-
 - 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;
 - 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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Registration and Bidding Form

Bonhams

(Attendee / Absentee / Online / Telephone Bidding)
Please circle your bidding method above.

| | | | | Sale title: | The Greek Sale | | S | ale date: | Wednesda | ay 2 May 2018 | |
|--|--|-----------------|---------------|---|----------------------------|--------------------------|----------|---|-------------|------------------|---------|
| | | | | Sale no. | 24729 | | S | ale venue: | New Bond | d Street, London | |
| Paddle number (for office use only) This sale will be conducted in accordance with sonhams' Conditions of Sale and bidding and buying 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 but the charges payable by you on the purchases ou 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 idders and buyers. | | | | 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 - 200 | | | | | | | |
| ata protection – | use of your inform | nation | | Customer | Number | | Ti | itle | | | |
| Pata protection – use of your information Where we obtain any personal information about you, | | | | First Name | Э | | Lá | Last Name | | | |
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| an be found on our | website (www.bonh | hams.com) o | r | | | | | | | | |
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| 1 by e-mail iron init | owbonnams.com. | | | Post / Zip | code | | С | Country | | | |
| | d to provide photog | | | Telephone | mobile | | Te | Telephone daytime | | | |
| | g licence, ID card, to II, bank or credit car | | | Telephone | evening | | Fa | Fax | | | |
| Corporate clients sh | ould also provide a on / company registra | copy of their | | Preferred number(s) in order for Telephone Bidding (inc. country code) | | | | | | | |
| ogether with a letter | r authorising the indi | ividual to bid | on | | | | | | | | |
| our bids not being (| If. Failure to provide processed. For high | er value lots y | | E-mail (in ca | apitals) | | | | | | |
| nay also be asked t | o provide a bank ref | ference. | | 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. | | | | | | | |
| successful | | - | | I am registering to bid as a private buyer | | | | I am registering to bid as a trade buyer | | | |
| will collect the purc Please contact me vorticable) | chases myself with a shipping quot | e [| | If registered for VAT in the EU please enter your registration here: | | | nere: P | Please tick if you have registered with us before | | | |
| | | | | Please no | te that all telepho | ne calls are recorded | d. | | | | |
| Telephone or Absentee (T / A) | Lot no. | Brief desc | cription | | | | | MAX bid in ((excluding pi & VAT) | | Covering bid * | |
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| FOR WILL C 2 | | | | | | | | | | <u> </u> | |
| Please leave lots "ava | ailable under bond" in | bond | $\neg \Gamma$ | Please include | de delivery charges (minir | num charge of £20 + VAT) | \dashv | | | | |
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| Your signature: | olan ma helal (c. cl. cl. | ·(D · · · · D | | | | Date: | | | | | tatan . |

^{*} 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.

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