

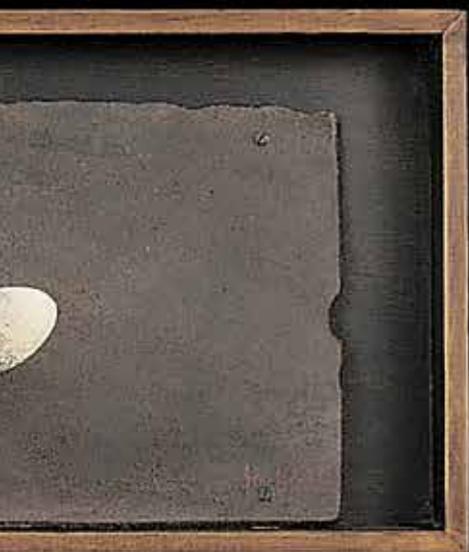
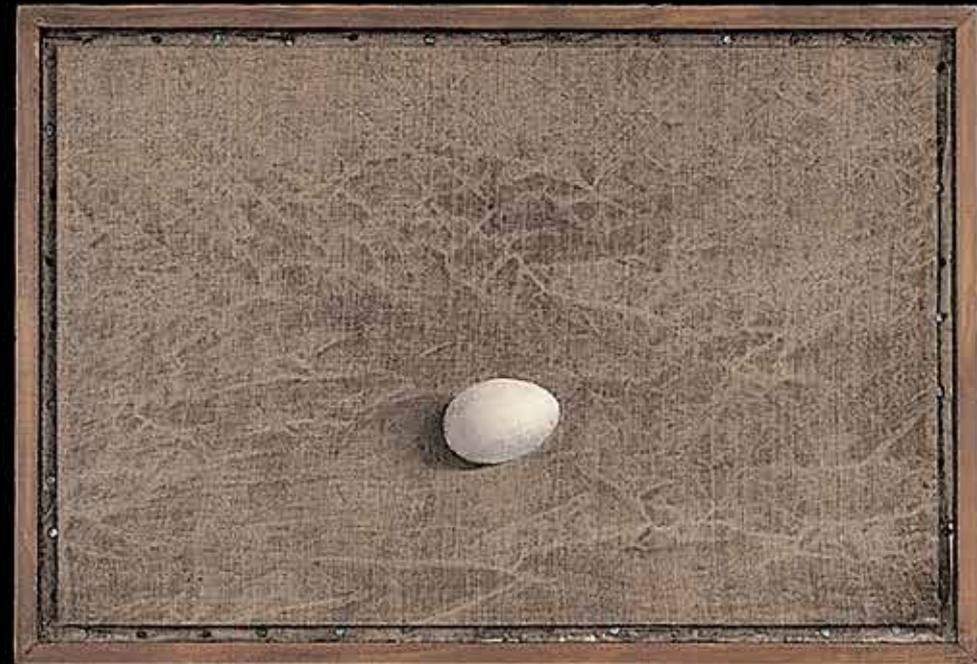
The background is a deep blue color. It features several large, abstract, organic shapes in white and black. A prominent white shape on the left side curves upwards and then downwards. A large black shape on the right side is more solid and angular. A white circle is positioned in the upper right quadrant, partially overlapping the blue background and the white shape to its left. The overall composition is minimalist and modern.

Bonhams

The Greek Sale

New Bond Street, London | 13 November 2019







The Greek Sale

New Bond Street, London | Wednesday 13 November 2019 at 2pm

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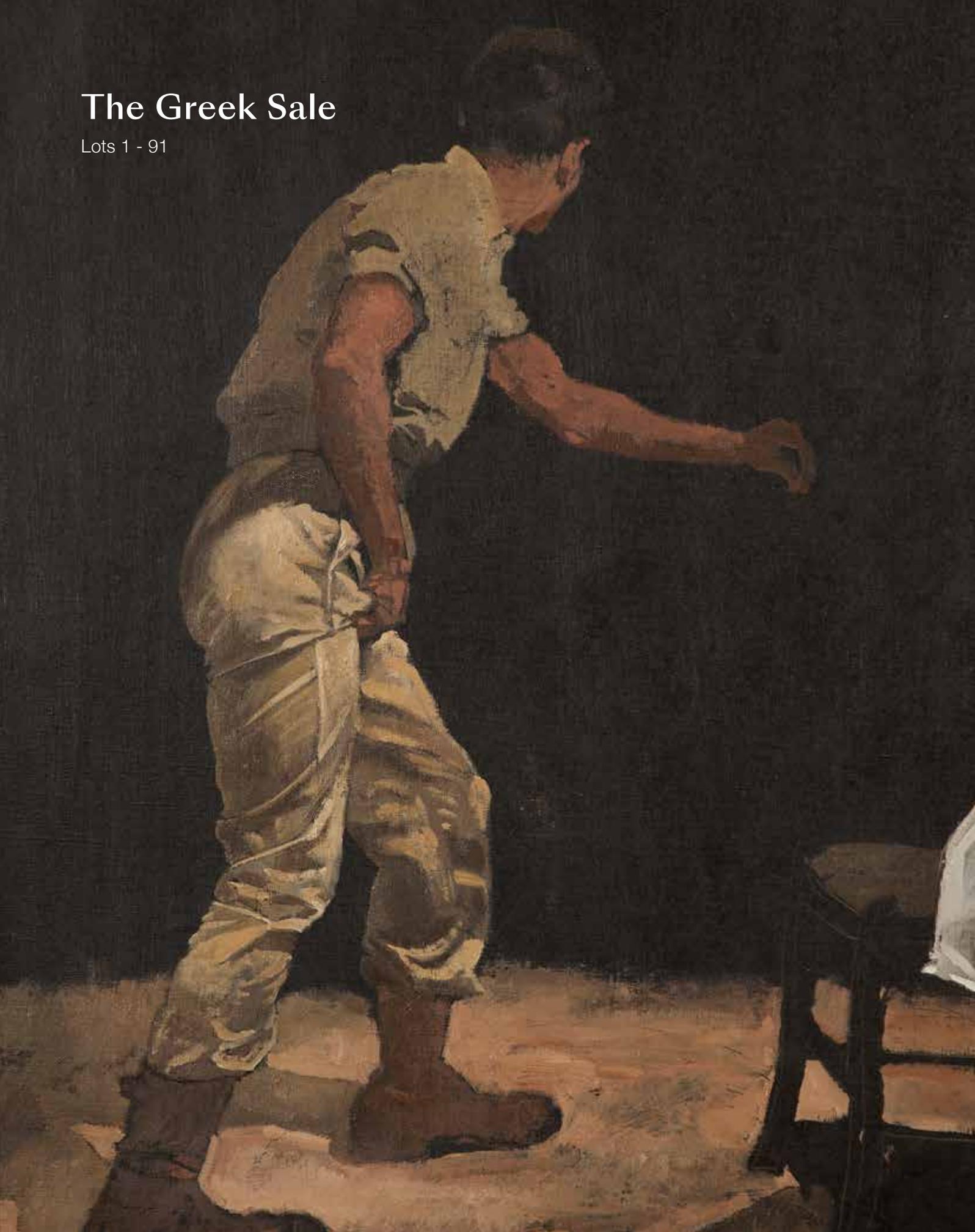
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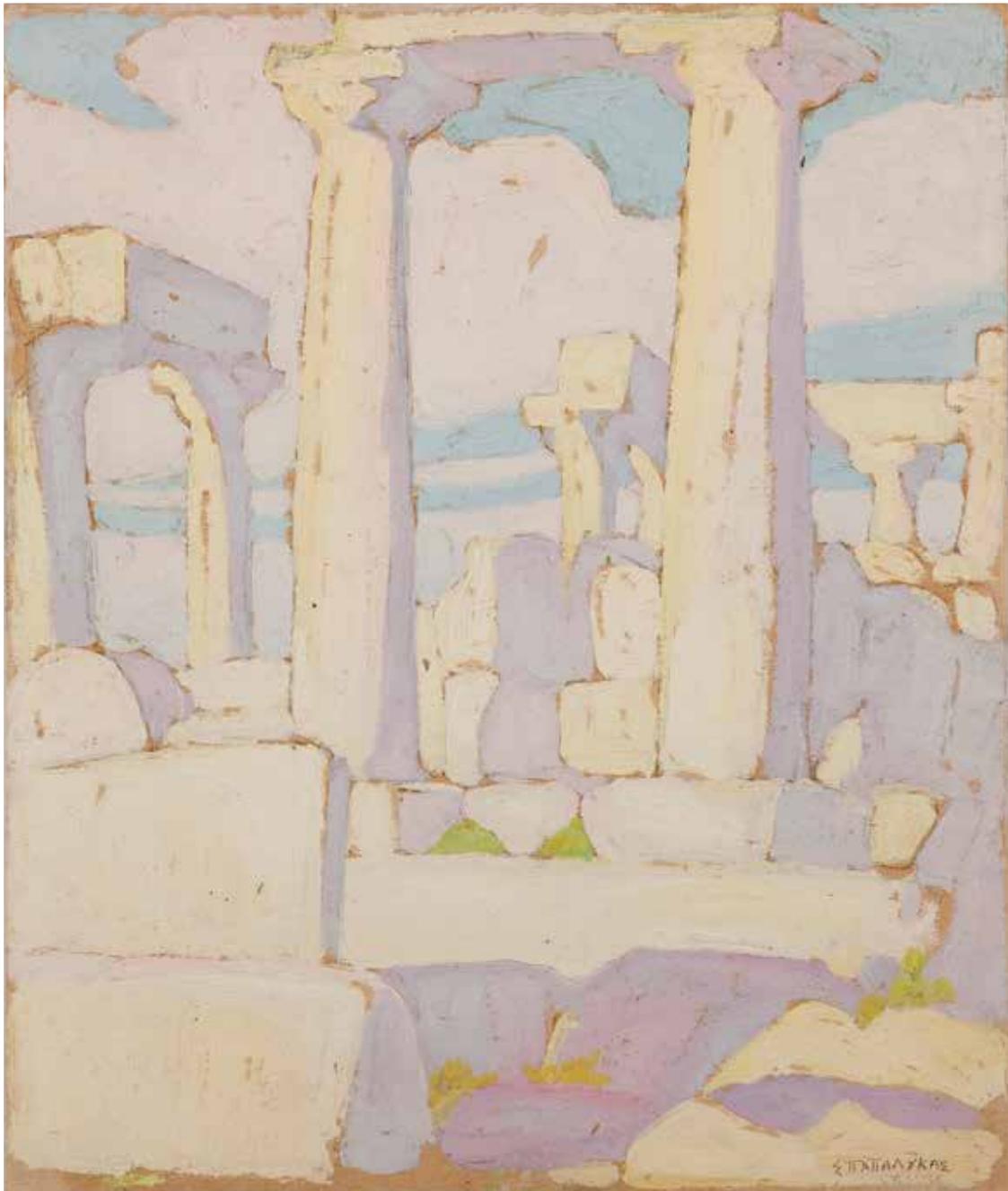
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The Greek Sale

Lots 1 - 91





1 AR

SPYROS PAPALOUKAS (1892-1957)

The temple of Aphaia, Aegina
signed in Greek (lower right)
oil on cardboard
24.5 x 20.5 cm.

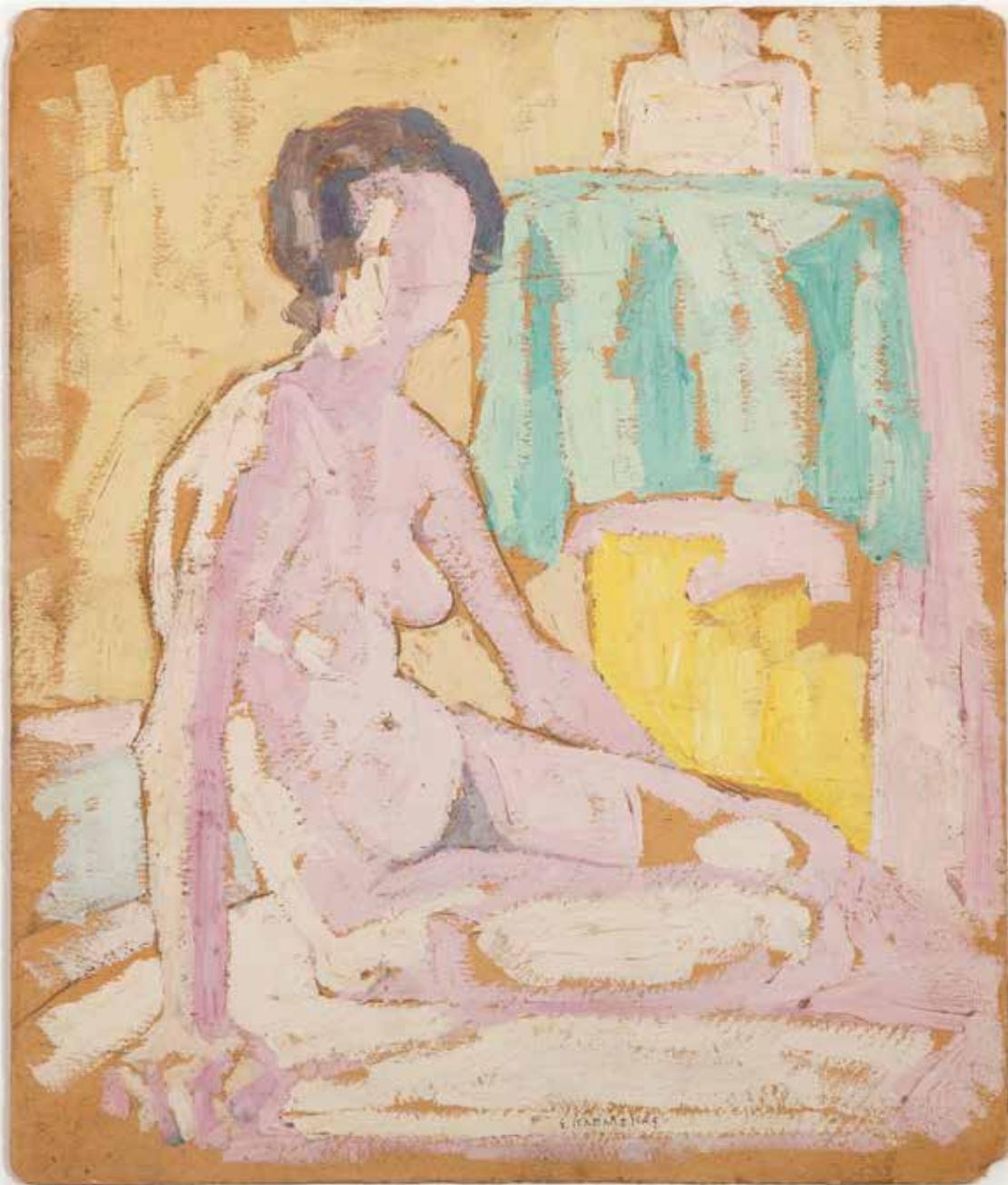
£8,000 - 12,000

€9,000 - 14,000

Painted in 1923.

Provenance

Acquired from the artist by the grandfather (artist's brother) of the present owner.



2 AR

SPYROS PAPALOUKAS (1892-1957)

Nude

signed in Greek (lower centre)

oil on cardboard

24.5 x 20.5 cm.

£8,000 - 12,000

€9,000 - 14,000

Painted in 1924.

Provenance

Acquired from the artist by the grandfather (artist's brother) of 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.

3

GEORGIOS JAKOBIDES (1852-1932)

Drummer boy
bearing signature in Greek (lower right)
oil on canvas
53 x 37.5 cm.

£18,000 - 25,000

€20,000 - 28,000

Provenance

Glavanis collection, Volos, Greece and hence by descent to the present owner.

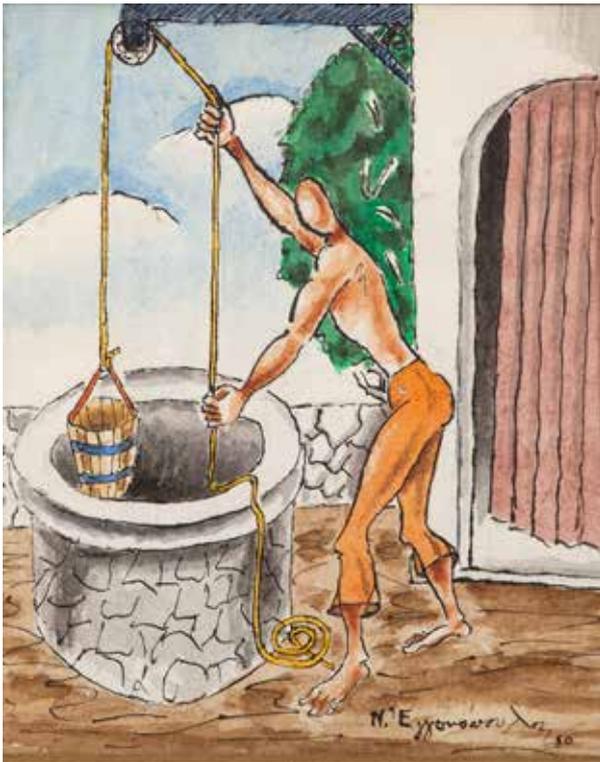
As the writer Pavlos Nirvanas once said of Jakobides, the miracle of childhood is not something anybody can capture on canvas. A child, with its flexible bone structure, fleeting form and mercurial fluidity is hardly a shape per se. It is liquid, nebulous, a play of light, an entity both imaginary and animate.¹

Drummer Boy is an isolated scene singled out from one of Jakobides's most famous and beloved pictures, namely *Children's symphony* formerly in the esteemed Loulis-Kraniotis collection, in which a group of children has set up an improvised orchestra in a country house interior. The fact that Jakobides chose this specific scene clearly indicates the importance he attached to its poignant expression, gesture and body language.² Although the well-groomed boy is shown from behind (note the marvellous play of light on his purple striped shirt) with his facial expression barely visible, the artist, nonetheless, managed to produce a picture that vibrates with energy and life, conveying the excitement children feel when making music with simple objects.

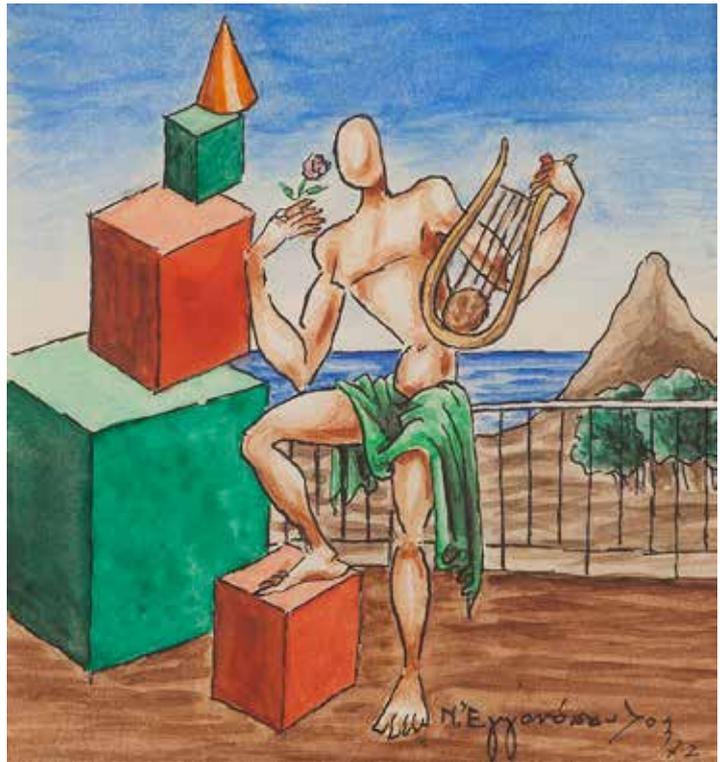
¹ See P. Nirvanas, "The Painter of Children" [in Greek], *Pinakothiki journal*, 12 (1912-13), 100-101.

² The same is true with the isolated figure of the *Boy with watering can* (National Bank of Greece collection) singled out from his equally famous *Children's concert* at the Athens National Gallery.





4a



4b

4 AR

NIKOS ENGONOPOULOS (1910-1985)

a. The Well
signed in Greek and dated '80' (lower right)
ink and watercolour on paper
14 x 12 cm.

b. Orpheus
signed in Greek and dated '72' (lower right)
ink and watercolour on paper
10.5 x 10 cm.

£2,000 - 3,000
€2,300 - 3,400

(2)

5 AR

NIKOS ENGONOPOULOS (1910-1985)

Alexander son of Philippos and the Greeks
except the Lacedaemonians
bearing the artist's estate stamp
charcoal and pencil on paper
94 x 70 cm.

£8,000 - 12,000
€9,000 - 14,000

Painted in 1963.

Exhibited

Thessaloniki, Municipal Gallery, *Nikos Engonopoulos, As Handsome as a Greek*, 1997, no. C5.
Athens, Astrolavos Gallery, *The Human Figure*, group exhibition, 1999-2000.
Athens, Astrolavos Gallery, *Nikos Engonopoulos, Surrealist Whispers*, 2002, no. 12.

Literature

Nikos Engonopoulos Sketches and Colours, Ypsilon Books editions, Athens 1996, dust cover (detail illustrated), p. 150 (illustrated).
Kathimerini daily, December 1, 1981 (illustrated).
N. Chaini, *The Painting of Nikos Engonopoulos*, doctoral dissertation, National Technical University of Athens, 2007, no. 177, p. 450 (discussed), p. 453 (illustrated).





6

ITALIAN SCHOOL, EARLY 19TH CENTURY

Greek soldier
indistinctly signed (lower left)
oil on canvas
113.5 x 83.5 cm.

£5,000 - 7,000
€5,600 - 7,900

Provenance

Private collection, Italy.



7

FRENCH SCHOOL, CIRCA 1840

Greek beauty
oil on canvas
52 x 43 cm.

£3,000 - 4,000
€3,400 - 4,500



8

8 AR

APOSTOLOS GERALIS (1886-1983)

Painting the eggs
signed in Greek and dated '1920' (lower left)
oil on canvas
88 x 120 cm.

£6,000 - 8,000

€6,800 - 9,000

9

IOANNIS ECONOMOU (1860-1931)

Newlywed in Greek costume
signed in Greek and dated '1909' (lower left)
oil on canvas
80 x 50 cm.

£6,000 - 8,000

€6,800 - 9,000

Exhibited

Athens, Zappeion Hall, Artistic Exhibition, 1909 (possibly).



9

10

THÉODORE JACQUES RALLI (1852-1909)

Young girl in the hamam

signed and dated 'Ralli 87' (upper right)

oil on canvas

55.5 x 38 cm.

£40,000 - 60,000

€45,000 - 68,000

Painted in 1887.

Provenance

Acquired in Alexandria, Egypt in early 20th century and hence in the same family.

Immersed in an atmosphere of romantic mysticism and suggestive eroticism, Ralli's luscious beauty, perhaps a harem girl or a Cairene *almeh*¹, confronts the viewer, inviting them to escape from the strictly organised and disciplined western way of life to a dreamworld of oriental pleasure and exotic fantasy.

For harem women, renowned for their luminous complexions and satin skin, the *hamam*² was an all-consuming passion and a most luxurious pastime, offering them a chance not only to wash and purify but also to go out into the world. Ralli, who has painted some of the most beautiful and seductive pictures of harem beauties, (compare *Saltan's favourite*, sold by Bonhams, Greek Sale, December 12, 2006) here seems to follow on the footsteps of his great teacher Jean-Léon Gérôme, who had made four images of Egyptian *almehs* 15 years earlier, in 1872-73.

The artist's primary emphasis is on capturing the seductiveness of the young woman's loosely tied sarong and transparent blouse, splendidly enhanced by the gently provocative pose. Her face and arms, both raised above her head, are semi-concealed by veils of white chiffon, leading the eye to rest on her firm chest and luminous areas of exposed skin. The artist reinforces the message of languor and sensuousness by placing the female figure close to a stone stairway, which add further intrigue by luring the imagination into the dark reaches of the upper floor.³

The Spartan setting (a stark contrast to the lavishness of Gérôme's bath interiors) is enlivened by the inclusion of certain ethnographic details, such as the stool on the right, used for seating in the bathhouse, the characteristic openings on the stairway wall, which admitted light but retained steam (note the finely drawn sunrays beaming on the stone steps), and the ubiquitous pair of *nalin*⁴ decorated with geometric designs. Through such small but poignant details, powerful harmony of colour values, and an inviting tactile quality, Ralli achieved unity of effect and fused this almost visionary scene into a refined and seductive work of discreet elegance.

The dean of Greek orientalist painters, T. Ralli had a solid career in France, recognized as a prominent exponent of official academic painting. Especially after 1882 he participated in many exhibitions and in 1901 was awarded the Medal of the Legion of Honour by the French Government. In one of the most comprehensive essays written on the painter, Professor C. Christou notes that "Ralli was one of those artists who consistently managed to sell their work even before they were completely dry, a fact that explains why the National Gallery in Athens has such a limited collection of his work."⁵

¹ Female entertainers specialising in dance.

² The hamam (Turkish bath) is an adaptation of the Byzantine bath, which itself derived from Roman *thermae*.

³ See *Orientalism, Delacroix to Klee*, exhibition catalogue, The Art Gallery of New South Wales, 1997, pp. 100-102; A.L. Croutier, *Harem, the World Behind the Veil*, Abbeville Press editions, New York 1989, pp. 81-91.

⁴ Traditional high-heeled wooden footwear worn by bathers during the Ottoman period and the early Turkish Republic to protect them from slipping on the wet surfaces and elevating them above the soapy and dirty water running on the floor. They were customarily worn by females, males and children at Turkish baths.

⁵ C. Christou, *Greek Painting 1832-1922* [in Greek], National Bank of Greece edition, Athens 1993, p. 78.



NIKIFOROS LYTRAS (1832-1904)

Zeybek

signed in Greek (lower right)

oil on canvas

47.5 x 37.5 cm.

€80,000 - 120,000**€90,000 - 140,000**

Painted c. 1873.

Provenance

D. Loverdos collection, Athens.

Private collection, Athens.

Exhibited

Cairo, Exhibition of the Greek Artistic Association, February 15 - March 20, 1910 (possible).

Athens, Athens School of Fine Arts, *Nikiforos Lytras 1833-1933* retrospective exhibition, April 1933, no. 18 (listed in the exhibition catalogue, p. 5).**Literature**

Pinakothiki magazine, no. 107, January 1910, p. 219 (possibly, mentioned).

Pinakothiki magazine, no. 109, March 1910, p. 18 (possibly, mentioned).

Great Greek Encyclopedia, Makris editions, 1926, vol. 16, p. 376 (discussed), vol. 12 (illustrated).X. Sochos, *Album of Greek Artists, Nikiforos Lytras 1832-1904*, Athens 1929, p. 74 (discussed), p. 124a (illustrated).X. Sochos, *Greek Artists, Centennial 1821-1930*, Athens 1930, p. 124a (illustrated).

Filologiki Protochronia annual edition, no. 14, 1957, p. 205 (mentioned).

F. Yofyllis, *History of Modern Greek Art 1821-1941*, vol. 1, To Elliniko Vivlio editions, Athens 1962, p. 179 (possibly, mentioned).N.M. Athanasoglou, *The Painter Nikiforos Lytras (1832-1904)*, doctoral dissertation, Athens 1976, p. 249 (listed).T. Spiteris, *Three Centuries of Modern Greek Art (1660-1967)*, vol. II, Papyros publishing, Athens 1979, p. 311 (possibly, mentioned).T. Spiteris, *Masters of the Greek Art of the 19th and 20th Centuries*, Kastaniotis editions, Athens 1982, p. 108 (possibly, mentioned).N. Misirli, *Nikiforos Lytras 1832-1904*, National Bank of Greece editions, Athens 2009, no. 32, p. 235 (catalogued), p. 89 (illustrated).

"Lytras's Zeybek is an unrivalled masterpiece"

X. Sochos, 1929

A brilliant jewel in the legendary Dionysios Loverdos¹ collection, Lytras's *Zeybek* is an icon of nineteenth century Greek art and a work of remarkable expressive power wrought into a highly evocative image of quiet monumentality that perfectly captures the commanding presence of the formidable young Oriental.

In 1873, Lytras, together with his close friend N. Gysis, embarked on an artistic journey to Asia Minor to observe and study the local people and customs. In the second half of the 19th century, being the closest non-Christian regions to Europe, the Near East and North Africa exercised a profound fascination upon the West, spawning

imaginative evocations in poems, novels and artistic representations. Recognized itineraries and an expanding corpus of travel literature, such as Mark Twain's *Innocents Abroad*, made these regions more generally accessible, while Orientalist paintings were exhibited annually at the Royal Academy and the Paris Salon. One of the preoccupations which deeply affected the western understanding of the Orient was the belief that it could satisfy the West's urge for exotic experience, offering artists the opportunity to venture beyond the restrictions of classical rules and allowing viewers to escape a strictly organised and disciplined way of life.²

Lytras's trip to the Orient had a profound impact on his artistic evolution and led to the development of a new style that retained elements of the Munich School teachings remoulded, however, through the eyes of a Greek and, in a broader sense, an easterner for whom the Orient was neither a romantic ideal nor a dreamy fantasy but a deeply felt familiar reality. As noted by N. Misirli who prepared the artist's monograph in 2009, "the blazing sunlight of the Orient accentuates the brilliance of the white, turning it into a source of intense luminosity. This, together with his palette of earth tones, was to become a signature trait of the artist's later output, in contrast with Gysis who, living in Munich, would use warmer tones."³

The young sitter is set against a luminous monochromatic background and handled with a carefully limited palette of earthy colors and blacks overshadowed by the dazzling white of his traditional breeches. His head, which is slightly turned to the left to let the painter better capture his imposing look and piercing gaze, is crowned by a complex gear of overlapping red, ochre and white bands—a distinctive feature in the costume of the Zeybeks from the mountain region of western Anatolia. The Zeybeks had been part of the irregular Ottoman forces and had a troubled history with the Ottoman regime, but by the 1870s they were in favour with the Sultan even though their relationship with the state would continue to wax and wane as the century progressed. The Zeybeks enjoyed a particular notoriety due to their fierce resistance against any measure to abolish their distinctive dress and their refusal to comply with the Ottoman state's modernization efforts that emphasized unity within diversity across a multi-ethnic, multireligious empire. In this context the Zeybeks' costume, which represented a strong element of regional native culture, eventually came to signify an itinerant existence that defied formality and protocol.⁴

The undisputed founder of Greek genre painting, and often referred to as the Patriarch of Modern Greek Painting, Lytras enjoyed an illustrious career, while his works attracted a dedicated and ever-growing clientele. Period records indicate that the paintings included in the artist's 1933 posthumous retrospective were owned by such prominent collectors as A. Benakis, D. Loverdos, Mrs. Serperli, M. Melas, G. Embirikos, P. Kalligas G. Stringos and Mrs. Choremis.

¹ Prominent collector and patron of the arts, Dionysios Loverdos (1877-1934), was cofounder of Laiki Bank together with his brother Spyros.

² See *The Orientalists: Delacroix to Matisse, The Allure of North Africa and the Near East*, M.A. Stevens ed., Thames and Hudson, New York 1984.

³ N. Misirli, Lytras, National Bank of Greece, Athens 2009, p. 86.

⁴ See M. Roberts, "Gérôme in Istanbul" in *Reconsidering Gérôme*, J. Paul Getty Museum, Los Angeles 2010, pp. 128-130.

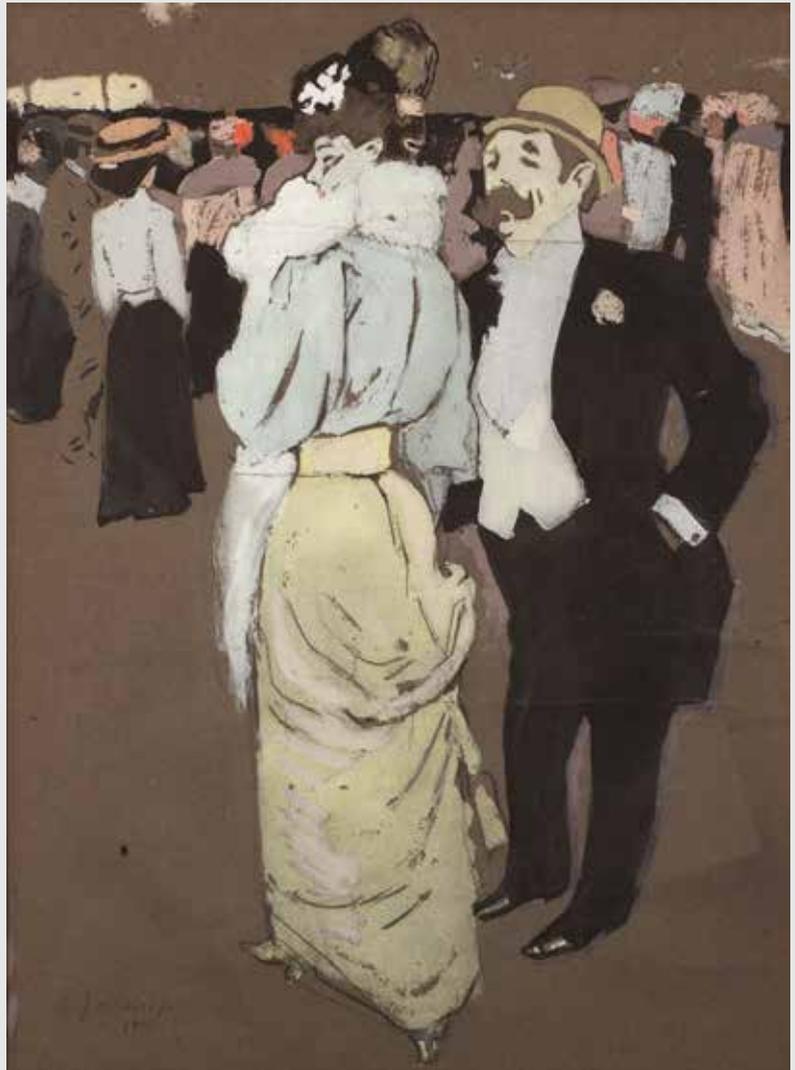


Works from the distinguished Collection of Nia Stratos

Lots 12 - 21



12



13

12 AR

OTHON PERVOLARAKIS (1887-1974)

Portrait of the collector

signed (upper left)

oil on canvas

100 x 70 cm.

£4,000 - 6,000

€4,500 - 6,800

Provenance

Nia Stratos collection, Athens.

13 AR

DIMITRIOS GALANIS (1880-1966)

La grande vie

signed and dated 'D. Galanis/ 1911' (lower left)

gouache and pencil on paper laid on card

44 x 32.5 cm.

£2,000 - 3,000

€2,300 - 3,400

Provenance

Published at the Paris-Match Magazine, No. 479, 14 June 1958
(as inscribed on the reverse).

Provenance
Nia Stratos collection, Athens.

14 AR

CONSTANTINOS PARTHENIS (1878-1967)

Crepuscule

signed 'C. Parthenis' (lower left)

oil on card laid on cardboard

42 x 40 cm.

£15,000 - 20,000

€17,000 - 23,000

Provenance

Nia Stratos collection, Athens.

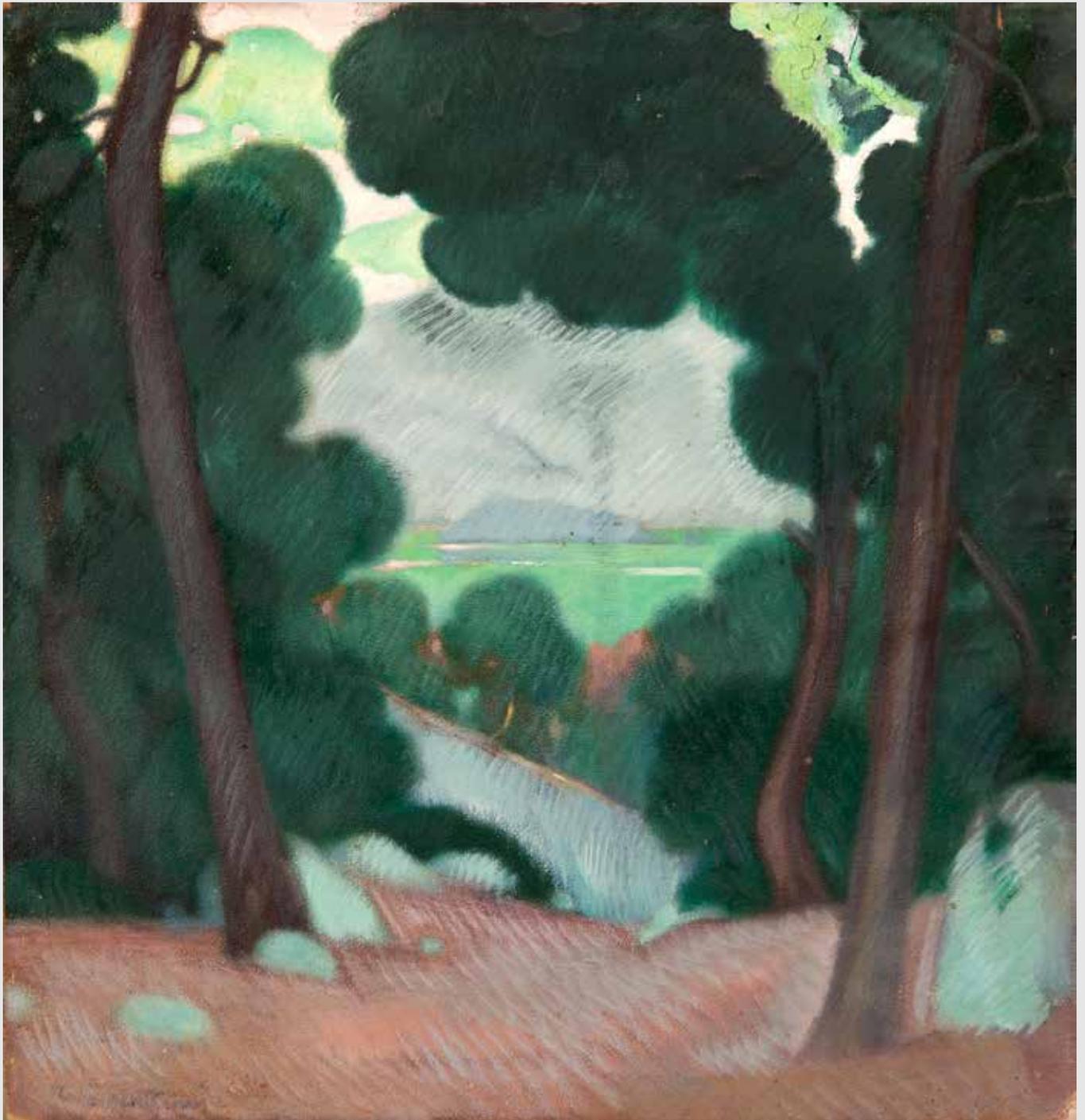
In his treatise on the representation of the tree in Greek art, Professor C. Christou notes that “trees hold a prominent position in Parthenis's work and his paintings of the specific subject are exceptional”¹, while, as early as 1920, Z. Papantoniou made the following remark: “Parthenis's landscapes from Attica, Corfu and Poros take us to the world of ideas. His eye sees into the ideal, as ours does into the natural. The humblest of his trees reveals a thought.”²

An irresistibly beautiful picture and at the same time a well-formulated treatise on formal issues drawing from the colour expressionism of the fauves and Cezanne's use of paint as a structural element, *Crepuscule* showcases the vibrancy of the artist's lively brushwork and the tense, mobile application of paint that characterises much of his best work. Throughout the painting Parthenis has used his distinctive parallel strokes with great confidence and freedom to capture with their flickering, vibrant intensity the power and variable pulse of the landscape. The viewer's eye follows the darting movements of his brush, as successive touches of colour are seized upon and added to the picture surface.

Moreover, the elegant shapes, sinuous lines and wonderful rounded tree forms that instantly bring in mind the handling of foliage in his famous *Slope* held by the Athens National Gallery, show how the painter exploited the expressive nature of his formal repertoire to offer a poetic, idealised experience of the landscape. Every feature of the scene is animated by colour and lit by grace, charging the composition with an allegorical evocation and elegiac feel.

¹ C. Christou, “The Tree in the Greek Art of the 19th and 20th Century” [in Greek] in *The Tree, a Source of Inspiration and Creativity in Greek Art*, exhibition catalogue, Averoff Museum, Metsovo and Nicosia Contemporary Art Center, Nicosia 1993, p. 19.

² Z. Papantoniou, “The Art of Parthenis” [in Greek], *Patris* daily, January 19, 1920.



15 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Moorings

signed and dated 'Ghika/ 73' (lower right)

titled, signed and dated 'GHIKA/ 1973/ MOORINGS/ 65x50' (on the reverse)

oil on canvas

65 x 50 cm.

£30,000 - 50,000

€34,000 - 56,000

Provenance

Artist's collection.

Nia Stratos collection, Athens.

A remarkable recent discovery by Bonhams and an important addition to the artist's oeuvre, this dazzling gem of a painting is a riot of festive, expressive colours and a lacework of energetic lines and rhythmically orchestrated forms, demonstrating Ghika's ability to scrupulously study the objects around him and delve beyond their surface to capture something of their inner, immutable truth. "Every artist who is by nature a colorist bears within him his own harmonies of colour, which are never exactly those of nature but those of his own ideal of nature. In my case, these harmonies are mainly composed of mauves, greys and pinks, but sun-drenched, sun-saturated colors that have at the same time preserved something of the brightness which might have been theirs in a less cruel light."¹

Echoing the fragmented planes and spatial distortions cultivated by cubism, *Moorings* can be read as a stunning field of abstract lines and shapes, which, nonetheless is still easily recognisable as an image of floating docked boats set against a rich, luminous and cheerful portscape. As noted by writer Christian Zervos, "from 1930 on, Ghika's perpetual expenditure of strength and boldness of freedom diverted him gradually from any intention of disintegrating the object in order to reassemble it in accordance with his plastic vision."² His interests focused mainly on issues related to the organisation of space and the interpretation of light, adopting mainly a synthetic cubist approach. Besides his direct references to Picasso's post-cubist inventions, he also looked to Matisse, preferring works by the great French master with an overall cubist feel.³

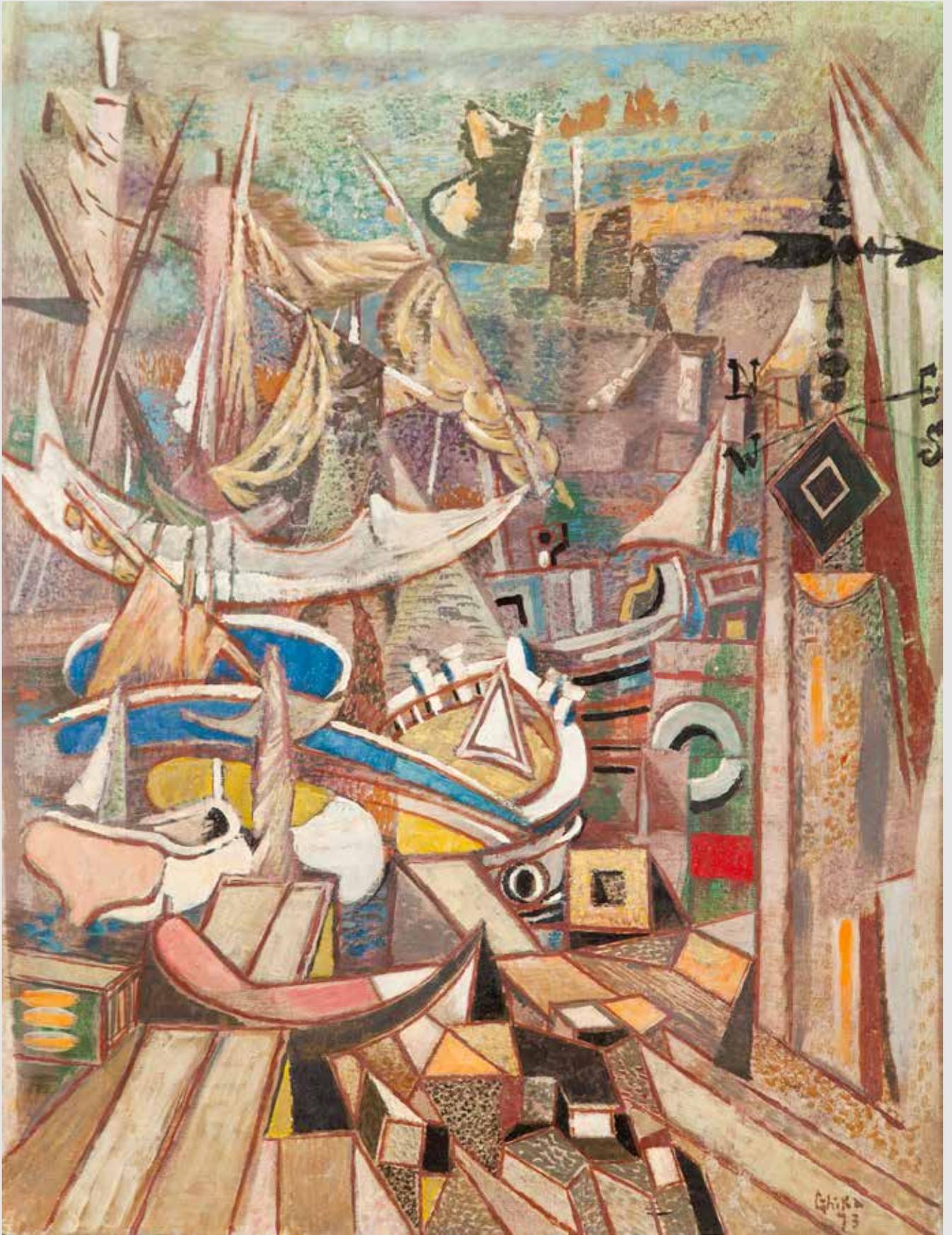
Moreover, this integration of geometric and patterned features in an overall conception of space distantly echoes the abstractive and spatially contorted depictions of Byzantine towns used as backdrops for religious subjects. Unfolding vertically rather than receding in deep space, these structures are depicted almost according to the laws of Byzantine perspective, which is always in motion, adhering to many points of view rather than a single, fixed one. As noted by Professor M. Michelis, "Ghika's vision is akin to the Byzantine mosaics of the Chora Monastery."⁴

¹ Ghika's interview by E. Roditi, *The Charioteer* magazine, vol. 1, no. 2, Autumn 1960, p. 55.

² C. Zervos, "Ghika and his Art" in *Ghika, Paintings, Drawings, Sculpture*, Boston Book and Art Shop, Boston 1965, p. 2.

³ See C.C. Valkana, "Henri Matisse - Pablo Picasso: the Outline of a Much Discussed Relationship through the Work of N. Hadjikyriakos-Ghika" [in Greek], *Benaki Museum magazine*, no. 6, 2006, p. 146; C.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre* [in Greek], Benaki Museum, Athens 2011, pp. 66-69.

⁴ M. Michelis, "N. Hadjikyriakos-Ghika" [in Greek], *Zygos magazine*, no. 58, September 1960, p. 10.



16

MICHALIS ECONOMOU (1888-1933)

Houses near the sea
signed 'M. Economou' (lower left)
oil on canvas
54 x 65 cm.

£25,000 - 35,000

€28,000 - 39,000

Provenance

Nia Stratos collection, Athens.

Literature

A.Kouria, *Michalis Economou*, Adam editions, Athens 2001, no. 47, p. 254 (catalogued), p. 80 (illustrated).

Rendered in glowing curvilinear forms, a humble seaside dwelling becomes a virtuoso display of the artist's extraordinary ability to transform a simple, ordinary subject into a highly evocative image of subjective truth suspended between real time and memory. As noted by art historian A. Kouria in the artist's monograph, "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

During his twenty-year stay in Paris (1906-1926), the painter travelled extensively throughout Bretagne, Normandy and the south of France, especially the area around Martigues,² depicting weathered houses and old seaside structures captured in a wide range of subtle tonalities and articulated with a sense of sculptural stability and permanence. Many of these paintings were included in the artist's first one man show in Athens (1926) and, as noted by art historian A. Kouria, "they rank among the finest examples not only of the artist's first period but of his entire oeuvre."³

Here, although the monolithic seaside structure has a pronounced sculptural quality, the whole subject generates a poetic atmosphere more like a distant, vague recollection than an actual sense experience. This distilled mood is accentuated by the delightful foreground reflections—a favourite and recurrent theme throughout Economou's career echoing distant memories of the Aegean Sea and his native port town of Piraeus—as well as an elusive sense of human presence, suggested by the beached boat, the flower pot at the window and the white bedsheets hanging from the balcony.

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

² Martigues, the 'Venice of Provence' as it is often called, is a town close to Marseilles that attracted such towering figures of modern art as Derain, Dufy and Braque.

³ Kouria, *Michalis Economou*, pp. 27-28.





17 AR

GEORGIOS GOUNAROPOULOS (1889-1977)

Woman in blue dress in front of a seaside village
signed 'G. Gounaro' (lower left)

oil on canvas
65 x 81 cm.

£6,000 - 8,000

€6,800 - 9,000

Provenance

Nia Stratos collection, Athens.



18 AR

SPYROS VASSILIOU (1902-1985)

View of Athens
signed in Greek and dated '71' (lower right)
acrylic on canvas
114 x 146 cm.

£15,000 - 20,000
€17,000 - 23,000

Provenance

Nia Stratos collection, Athens.

Exhibited

Athens, National Gallery - A. Soutzos Museum, *Spyros Vassiliou*, retrospective exhibition, October 22 - November 30, 1975 (illustrated in the exhibition catalogue).

Athens, Dimitris Pierides Gallery of Modern Greek Art, *Vassiliou's Athens*, retrospective exhibition, April 10-20, 1984, no. 31 (possibly).

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

Literature

H. Kambouridis, *Spyros Vassiliou*, Exhibitions, Ikaros editions, Athens 1982, p. 195 (illustrated).

I. Orati, *Spyros Vassiliou*, *Contemporary Greek Artists series*, Ta Nea editions, Athens 2009, p. 72 (illustrated).

19^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Antilogos No 5

signed in Greek (lower right); signed and titled 'JANNIS SPYROPOULOS – ANTILOGOS No 5' (on the stretcher)

mixed media on canvas

162 x 114 cm.

£18,000 - 25,000

€20,000 - 28,000

Provenance

Nia Stratos collection, Athens.

Literature

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 994 (54/19), pp. 191, 193 (referred), p. 301 (listed).

Yannis Spyropoulos, Inside and Beyond an Era, text by E. Strouza, a Publication of the Labour Housing Organisation, Athens 1989, p. 163 (illustrated).

Y. Papaioannou, *Yannis Spyropoulos – Monograph*, Yannis and Zoe Spyropoulos Foundation, Athens 2010, no. 994, pp. 291, 294 (referred), p. 372 (listed), p. 292 (detail, illustrated).





20 AR

MARIA POP (1925-2009)

View of Kastella

signed in Greek and dated '1965' (lower right)

tempera on paper

49.5 x 92 cm.

£3,000 - 5,000

€3,400 - 5,600

Provenance

Nia Stratos collection, Athens.



21 AR

GEORGIOS A. ISAIAS (1873-1957)

A busy morning in the harbour (after C. Volanakis)

signed in Greek (lower right)

oil on canvas

54.5 x 91 cm.

£5,000 - 7,000

€5,600 - 7,900

Provenance

Nia Stratos collection, Athens.

OTHER PROPERTIES

22

GEORGIOS JAKOBIDES (1852-1932)

Young girl in the fields
signed 'G. Jakobides' (lower right)
oil on canvas
73.5 x 97.5 cm.

£30,000 - 50,000

€34,000 - 56,000

Provenance

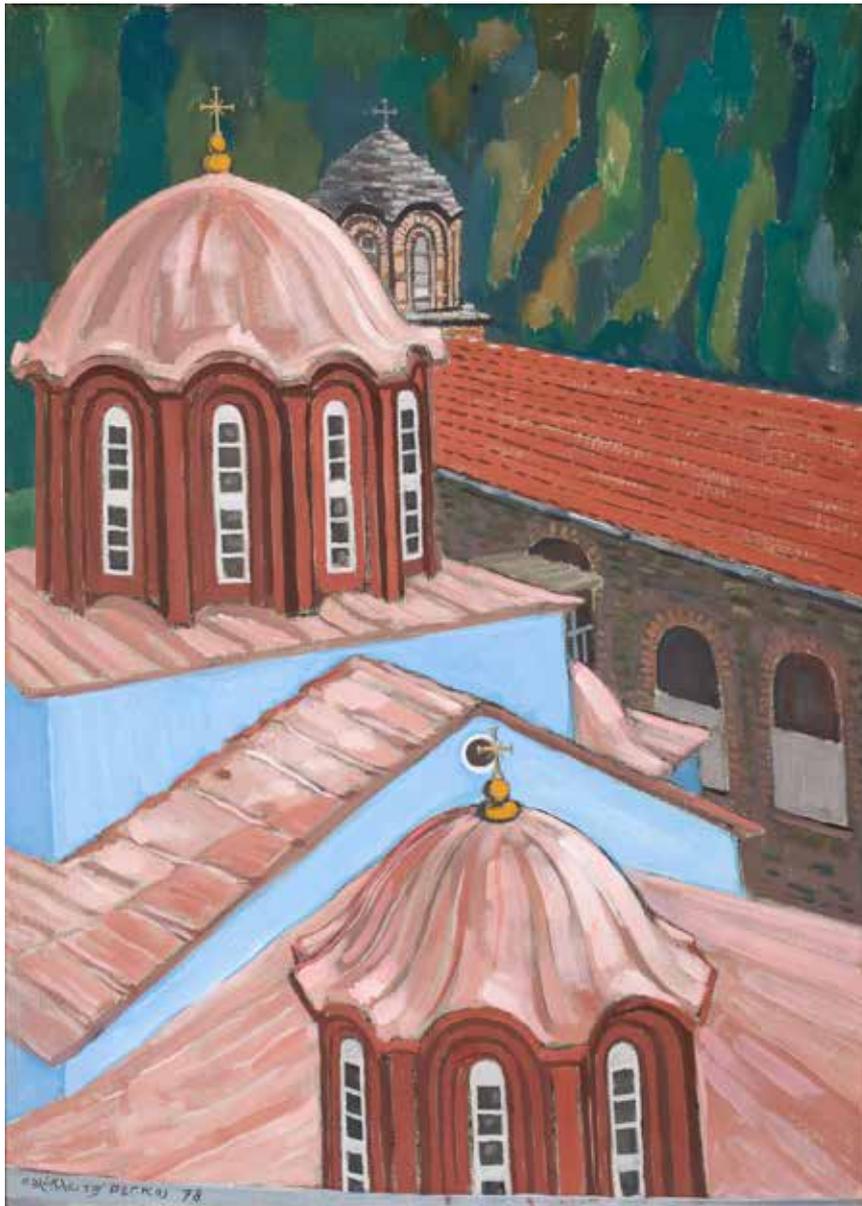
A gift from the artist to his friend and artist Franz Roubad, and by descent to the present owner.

This work was a gift from George Jakobides to Franz Roubad (1856-1928), an acknowledged Russian landscapist whom the artist had met during his studies at the Munich Academy of Fine Arts in the late 1870s.

Painted c. 1885-1900, *Young girl in the fields* embodies a great example of Jakobides' later interest in the outdoors, testifying to his quest for artistic rebirth and keen exploration of new possibilities resulting from *plein-air painting*. His outdoor scenes from the 1890s, painted mainly for his own pleasure, clearly reveal his familiarity with the Barbizon school and especially the artists Charles-Francois Daubigny and Theodore Rousseau. Here, his use of warmer tones of reds and oranges allows him to successfully capture the effects of sunlight, while the loose brushwork and uniform intensity of colour help him better handle the human figure as an integral part of the natural environment.

An astute observer of human nature and a sensitive and perceptive painter who delved into childhood's psyche, Jakobides captured his young model in the verge of tears, showcasing his great ability to look beyond idealized stereotypes and record characteristic children expressions that have not yet become but are on the verge of becoming apparent.





23 AR

POLYKLEITOS RENGOS (1903-1984)

Interior of Gregoriou Monastery Mount Athos
signed in Greek and dated '78' (lower left)
mixed media on canvas
86.5 x 63.5 cm.

£6,000 - 8,000

€6,800 - 9,000

Painted in 1978.

Exhibited

Athens, National Gallery - A. Soutzos Museum, *Polykleitos Rengos*,
September 15 - October 19, 1980, no. 170 (listed, p. 51 and illustrated
in the exhibition catalogue).
London, Hellenic Cultural Centre, Olympic Airways Art Gallery,
Polykleitos Rengos, April 27 - May 25, 1982, no. 16 (listed in the
exhibition leaflet).

Thessaloniki, Vafovouleio Cultural Centre - XVIII Dimitria, *Polykleitos
Rengos*, October 29 - November 30, 1983, no. 80 (listed in the
exhibition catalogue, p. 59).

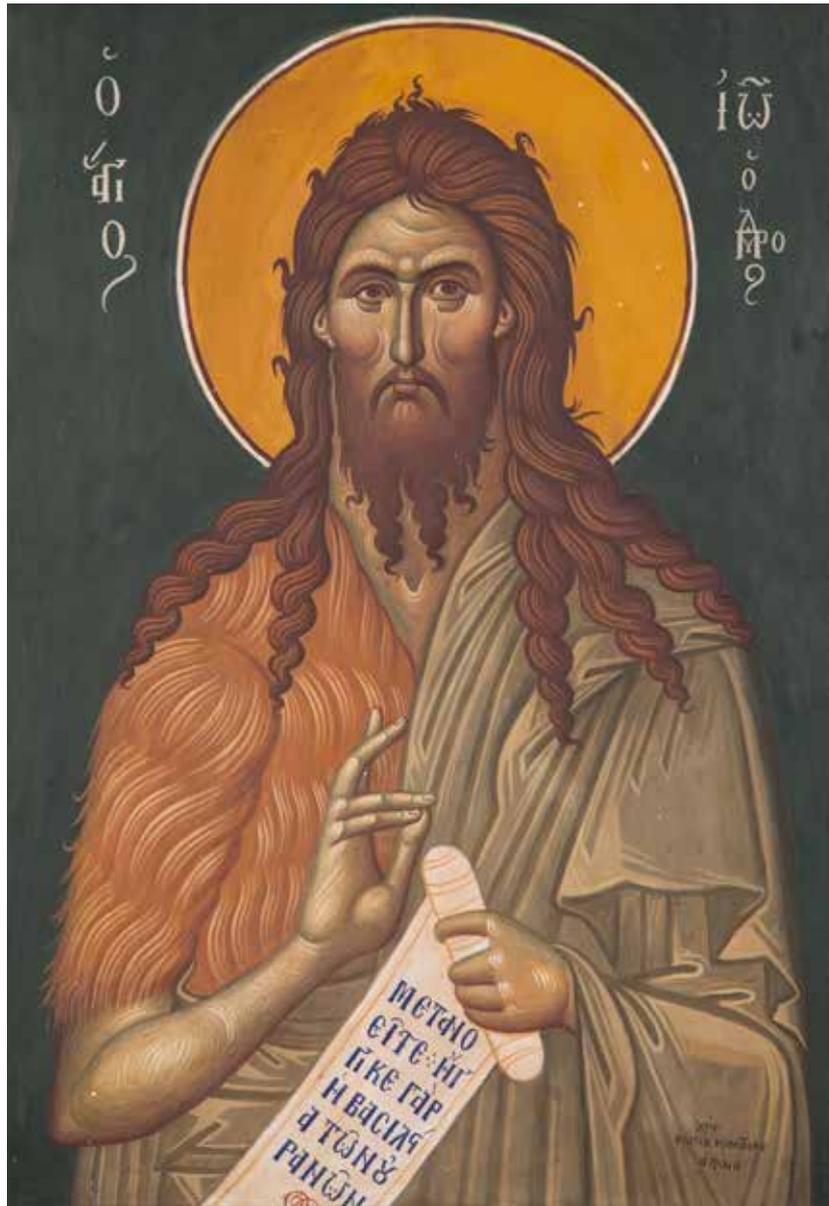
Athens, The British Council, *Polykleitos Rengos: Paintings and
Engravings*, February 4-21, 1986, no. 12 (listed and illustrated in b&w
on the cover of the exhibition catalogue).

Nikiti, Chalkidiki, Historical and Folk Art Museum, *Chalkidiki by
Polykleitos Rengos*, July 25 - August 23, 1992 (listed in the exhibition
catalogue).

Larissa, City Hall, Municipal Art Gallery of Larissa - G.I. Katsigras
Museum, *Retrospective Exhibition of Paintings by Polykleitos Rengos
(1903-1984)*, December 11, 1998 - February 5, 1999, no. 44 (listed in
the exhibition catalogue).

Literature

Eikastika magazine, no. 53, May 1986, p. 33 (discussed), p. 32
(illustrated).



24 AR

FOTIS KONTOGLOU (1895-1965)

St John the Baptist
signed in Greek and dated '1958' (lower right)
tempera on masonite board
70 x 49 cm.

£12,000 - 18,000

€14,000 - 20,000

Provenance

D. Kontoglou-Martinou collection, Athens.
Private collection, Athens.

Exhibited

On board T.S.S. Olympia, *Exhibit of Byzantine Art*, February 1958 (possibly, listed in the exhibition catalogue, no. 32).
Athens, National Gallery - Alexandros Soutzos Museum, *Fotis Kontoglou*, November 1978, no. 182 (listed and illustrated in the exhibition catalogue, pp. 27, 48).

Tinos, Ioannis Orfanos Cultural Center, *Fotis Kontoglou, Travel to the Island of Megalochari*, August 15 - September 10, 2000, no. 48 (illustrated in the exhibition catalogue).

Literature

F. Kontoglou, *Expression of the Orthodox Iconography*, Astir-Papadimitriou editions, Athens 1960, vol. 1, p. 408 (referred), vol. 2, plate 167 (illustrated).
Kontoglou, in Memoriam, Astir-Papadimitriou editions, Athens 1975, p. 324 (listed), p. 156 (illustrated).
N. Zias, *Photis Kontoglou, Painter*, Commercial Bank of Greece edition, Athens 1993, p. 138 (mentioned).
Fotis Kontoglou, The Greek, Epta Imeres - Kathimerini weekly magazine, 9.7.1995, p. 20 (illustrated).
Monk Theoklitos Dionysatos, *Fotis Kontoglou in his Third Dimension*, Holy Priory of Hosios Nikodemos edition, Goumenissa 2003, p. 205 (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.



25

25 AR

GEORGIOS GOUNAROPOULOS (1889-1977)

Dreamy landscape with nymphs

signed 'Gounaro' (lower left)

oil on panel

60 x 81 cm.

£5,000 - 7,000

€5,600 - 7,900

26 AR

GERASSIMOS STERIS (GREEK/AMERICAN, 1898-1987)

Galatea

oil on canvas

60 x 41 cm.

£8,000 - 12,000

€9,000 - 14,000

Provenance

Private collection, Athens.



27 AR

CONSTANTINOS PARTHENIS (1878-1967)

Orpheus and Calypso
signed 'C. Parthenis' (lower right)
oil on canvas
65 x 44 cm.

£70,000 - 100,000
€79,000 - 110,000

Painted c. 1920-1925.

Provenance

S. Loverdos collection, Athens.
Private collection, Athens.

Exhibited

Athens, Hellenic Federation of Enterprises, *Parthenis*, June 2004 (illustrated in the exhibition catalogue, p. 47).
Athens, B&M Theocharakis Foundation for the Fine Arts & Music, *Constantinos Parthenis, Art and Spirit*, February 26 - June 1, 2014 (illustrated in the exhibition catalogue, p. 71).

Literature

A. Kouria, *55 Unknown Works by Known Greek Artists*, Hellenic Literary and Historical Archive Society edition, Athens 2002, p. 42 (discussed), p. 43 (illustrated).
E. Mathiopoulos, *The Life and Work of Costis Parthenis*, K. Adam editions, Athens 2008, no. 162, p. 421 (catalogued), p. 246 (illustrated).
Mnemon magazine, no. 31, 2010, p. 226 (discussed).
S. Kotidou, *European and Greek Symbolism in Painting: Convergences and Divergences*, doctoral dissertation, Thessaloniki 2015, p. 293 (discussed), p. 292, no. 156 (illustrated).

A star feature of the Greek Sale and one of the finest works by Parthenis to have ever come up in the auction market, *Orpheus and Calypso*—which formerly adorned the stellar art collection of Spyros Loverdos—reveals the painter's fascination with allegorical compositions and symbolist personifications marked by a persistent absorption in a purified world that soars loftily in the heights of ideas.¹

The 1920s is a period when Parthenis was supported by liberal politicians and businessmen, as well as conservative bankers and leading members of the establishment, including the Chairman of the National Bank of Greece Dimitrios Maximos and the founders of Laiki Bank Spyros and Dionysios Loverdos. As noted by Professor E. Matthiopoulos in his monograph on the artist, "Parthenis's relationship with the Loverdos brothers was particularly close. While still a journalist with the *Asty* newspaper, Spyros Loverdos had strongly supported the artist's first showings in Athens. Since 1900 he and his brother, consistently acquired important and emblematic works at exceptionally high prices and entrusted him with the artistic supervision of the newly founded Dionysios Loverdos Museum of Byzantine and post-Byzantine art. Considering the deep religiosity of Parthenis and the Loverdos brothers, we could posit that these two cultured intellectuals and art-loving bankers exercised a highly productive influence on the painter, wholeheartedly and open-handedly supporting the establishment of a modernist neo-Byzantine artistic style."²

Inspired by the poetic atmosphere of the symbolist era, during which idealized beauty and pure idea became a veritable religion, Parthenis created a mesmerizing allegorical work of rhythmic patterns, abbreviated shapes and evocative colours. Set in an imaginary arcadia, the ethereal figures of Orpheus³ and Calypso⁴ occupy a world of dream-like visions drawn not only from ancient sources but also from Byzantine icon painting, Art Nouveau, the *Jugendstil* and Cubism, while preserving a distinctive Greek character that claims the eye and provokes the viewer's emotional and spiritual participation. As noted by former Athens National Gallery Director D. Papastamos, "Parthenis's art reflects the vision of an artist loaded with age-old memories and entranced by the dynamism and boldness of the twentieth century."⁵

The work opens with Orpheus playing his lyre, while Calypso, perched on a schematised rocky formation (that alludes to ancient ruins or iconographic conventions of Virgin Mary in Byzantine representations of Nativity), holds her lyre and raises her right arm as if orchestrating the divine melody. The two graceful figures seem enraptured by their purified art, while the slender cypresses⁶ seem to flock around them, irresistibly drawn to the magic of music, accentuating the picture's allegorical evocation and overall feel of spiritual and moral uplift.

In such a lyrical setting charged by timeless references, the two mythological figures can be identified with the idea of music as a lofty symbol of universal order, harmony and peace. As noted by Z. Papantoniou, "by dematerialising form and giving shape to ideas, Parthenis creates a musical quality; in other words, he lifts painting to the realm of music, the most immaterial of all arts."^{7, 8}

¹ See A. Kotidis, "The Influence of Hellenic Art on the Work of C. Parthenis", *Actes du XVIII Congrès de l' AICA, Grèce, 1984*, p. 149.

² E. Mathiopoulos, *C. Parthenis, The Life and Work of Costis Parthenis* [in Greek], Adam editions, Athens 2008, pp. 66-68.

³ One of the most familiar figures in Greek mythology, Orpheus inherited from his mother, the Muse Calliope, her love of poetry and song. His lyre was a gift from the god Apollo, and he was taught the art of playing by the Muses themselves.

⁴ A sea nymph of undeniable beauty known for the episode related by Homer in the *Odyssey*, in which she entertained Ulysses for seven years on the remote island of Ogygia, promising him immortality if he would marry her. She died of grief when the hero finally left for his native Ithaca.

⁵ D. Papastamos, *Painting 1930-1940*, Astir Insurance editions, Athens, 1981, p. 68.

⁶ "The vertical is a quintessentially idealistic line symbolising faith and uplift towards the heavens. That's why Parthenis so often makes use of his beloved cypress." Z. Papantoniou, "The Art of Parthenis" [in Greek], *Patris* daily, January 19, 1920.

⁷ *Ibid.*

⁸ Parthenis himself was an ardent lover of classical music and, accompanied by his wife, he often attended Sunday concerts and recitals by great performers at the Municipal Theatre, the *Olympia* and the *Kentrikon* music halls in Athens. See K. Iliadis, *The World of Art in the Period Between the Wars* [in Greek], Athens 1978, p. 101.





28 AR

EPAMINONDAS THOMOPOULOS (1878-1974)

Daphnes and Chloe
signed in Greek (lower right)
oil on canvas
92 x 114.5 cm.

£8,000 - 12,000

€9,000 - 14,000



29 AR

EPAMINONDAS THOMOPOULOS (1878-1974)

Family of shepherds in the winter

signed in Greek (lower right)

oil on canvas

80.5 x 130.5 cm.

£6,000 - 8,000

€6,800 - 9,000

30

NIKOLAOS LYTRAS (1883-1927)

Galatsi

signed in Greek (lower right)

oil on canvas

53 x 73 cm.

£30,000 - 50,000

€34,000 - 56,000

Painted c. 1917.

Provenance

G. Zevgolis collection, Athens.

Private collection, Athens.

Exhibited

Athens, Geo advertising agency exhibition hall, 1920, no. 19 or 20.

Athens, Zappeion Hall, *Exhibition of Works by Nikolaos N. Lytras 1902-1927*, 1929, no. 83 (listed in the exhibition catalogue, p. 6).

Venice, XX Biennale Internationale d'Arte, Greek Pavillion, *Mostra Individuale Retrospettiva del Pittore Nicola N. Lytras*, June 1 - September 30, 1936, no. 101 (listed in the general exhibition catalogue, p. 283).

Literature

H.G. Gotsi, *The Painter Nikos Lytras 1883-1927* (graduate thesis), Thessaloniki 1992, pp. 87-88 (discussed), no. 40 (illustrated).

E. Mathiopoulos, *The Participation of Greece in the Venice Biennale 1934-1940*, doctoral dissertation, vol. 2, Rethymno 1996, p. 620 (listed).

A. Kouria, D. Portolos, *Nikos Lytras, Building Form with Colour and Light*, exhibition catalogue, National Gallery - A. Soutzos Museum & Hellenic Literary and Historical Archive, Athens 2008, no. 62, p. 114 (discussed and illustrated), p. 299 (catalogued), p. 120 (illustrated).

Much more than displaying an intricate fabric of energetic brushstrokes and textured surfaces that betray the hand of a master expressionist, this amazing work aims directly at the essence of things, seeking to capture the inner rhythm, eternal structure and timeless canon of the austere, age-old Attic landscape; seeking, in other words, not only to identify its unique character but also to interpret its very soul. Rocky terrain, rolling hills and distant mountains are handled not just as patterns of light and shade in a sequence of receding planes but, rather, as a means of communicating the artist's intense experience of their primordial volumes.

In his 1920 showing at the Geo art gallery in Athens, where he co-exhibited with his close friend, the sculptor Grigoris Zevgolis, the landscape of Attica was well represented with fine pieces, including this exquisite view from Galatsi. As noted by A. Kouria and D. Portolos, who prepared the artist's monograph, "the Attic landscape persistently claimed Lytras's attention since it was sparse, barren, with pellucid, pure forms and planes in a translucent atmosphere and with an innate rhythm. His views are rugged, frugal, without beautifying tricks or decorative framings, often relying instead on a limited and very restrained palette."¹

The large, energetic Cezannesque forms rendered in broad, long, continuous brushstrokes in the vein of van Gogh, as well as the overall development of oblique lines and upward undulating rhythms are woven into an abstract tapestry of successive volumes, welding the image into such a compelling entity that even the artist's signature on the lower left seems organically integrated in the pictorial surface, as if it were an 'indigenous' part of the landscape.

¹ A. Kouria, D. Portolos, *Nikos Lytras, Building Form with Color and Light* [in Greek], exhibition catalogue, National Gallery - A. Soutzos Museum, Athens 2008, pp. 107-109, 113.





31

31 AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Garden

signed and dated 'Ghika 70' (lower left)

crayons and pastel on paper

17.5 x 25.5 cm.

£3,000 - 5,000

€3,400 - 5,600

32 AR

YIANNIS TSAROUCIS (1910-1989)

Vase with pink and red roses

signed in Greek and dated '77' (lower left)

oil on canvas

87.5 x 64.5 cm.

£20,000 - 30,000

€23,000 - 34,000

Painted in 1977.

Provenance

Private collection, Paris.



33 AR

YIANNIS MORALIS (1916-2009)

Full Moon M

signed in Greek and dated '1977-78' (lower right)

signed and dated 'Yannis MORALIS/ Athènes-Grèce/ 1977-78' (on the reverse)

acrylic on canvas

195 x 177.5 cm.

£200,000 - 300,000

€230,000 - 340,000

Provenance

Private collection, Athens.

Exhibited

Athens, Zoumboulakis Gallery, *Moralis*, March 1978, no. 23 (illustrated in the exhibition catalogue).

Thessaloniki, Cochlias Gallery, *Moralis*, May 1978.

Athens, Benaki Museum - Greek Ministry of Culture, *Greece and the Sea*, 1985, no. 1117 (illustrated in the exhibition catalogue, p. 47).

Athens, National Gallery - A. Soutzos Museum, *Yannis Moralis*, April - June 5, 1988, no. 96 (catalogued, p. 67 and illustrated in the exhibition catalogue, p. 44).

Andros, *Y. Moralis, Traces*, Museum of Contemporary Art – Basil and Elise Goulandris Foundation, 2008 (catalogued, p. 236 and illustrated in the exhibition catalogue, p. 121).

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

Literature

Sima magazine, no. 22, no. 5, March 1979, p. 41 (illustrated).

P. Charis, *Earth's Last Night*, Athens 1979 (dust cover illustration).

Zoumboulakis Gallery, *100 Posters of Greek and Foreign Artists*, exhibition leaflet, Athens 1985 (illustrated).

Yannis Moralis, Commercial Bank of Greece Group of Companies edition, Athens 1988, no. 229, p. 228 (illustrated).

C. Christou, *Moralis*, Adam editions, Athens 1993, no. 163 (illustrated).

C. Christou, *Yannis Moralis: The Artist, the Teacher, His Work*, Minutes of the Academy of Athens 1996, vol. 71, 1997, p. 177 (referred).

Ellinomouseion, Six Centuries of Greek Painting, vol. 2, Militos editions, Athens 2001, p. 68 (illustrated).

C. Christou, *Moralis*, Adam editions, Athens 2004, p. 171 (illustrated).

Y. Bolis, *Yannis Moralis*, K. Adam editions, Athens 2005, p. 42 (illustrated).

Y. Bolis, *Yannis Moralis, Contemporary Greek Painters*, Ta Nea editions, Athens 2007, p. 36 (illustrated).

Gr Design magazine, September 2018 (illustrated on the cover and pp. 52-53).

E. Tsaldiris, *Yannis Moralis and the Secret Game of Forms*, Livanis editions, Athens 2009, p. 45 (illustrated).

Aiginaia magazine, no. 19, August-December 2010, p. 68 (illustrated).

Praktoreio magazine, no. 97, September 20, 2018, p. 8 (illustrated).

Electra magazine, no. 23, Winter 2018/2019, (illustrated on the cover [detail] and pp. 17, 75).

A superb example of advanced geometric abstraction, *Full moon M* is distinguished by solid compositional structure, purity of form, harmonious proportions and dynamic rhythm of flowing curvilinear themes and interlocking patterns. True to his classical Greek heritage and yet utilizing a formal vocabulary perfectly balanced to the scale of contemporary sensitivity, Moralis achieved the modern realisation of a classical ideal, the discovery of a universal measure for logos and pathos. "Moralis used abstraction to isolate the core of human existence, to create a language of symbols. He painted evocative forms that echo age-old memories, freed from the burden of their physical existence."¹

Reviewing the artist's work from the late 1970s, art history Professor C. Christou incisively noted that in these paintings "we overhear an internal dialogue between warm and cool colours, active and passive themes, hard and soft forms, fluid and fixed lines, all of which contrive to create an astonishingly expressive effect. Moralis remains true to the human figure, notwithstanding that he portrays it in such a simplified and schematic manner that it takes on the appearance of a mere suggestion."²

K. Koutsomallis, Director of the Museum of Contemporary Art of the Basil and Elise Goulandris Foundation, made a similar remark: "1976 marks the beginning of a new period in Moralis's work that is exclusively devoted to geometric abstraction. Forms now become wholly immaterial, dissolving into pure *schemata*. However, their monumental character does not reduce their sensuality. On the contrary, eroticism acquires its transcendental expression. In no way does this sensual robustness of form -vaguely reminiscent of nude human figures- take anything away from their graceful tenderness, lyrical quality and richness."³

By sacrificing all descriptive detail, avoiding tonal gradations and emphasising only the essential pictorial elements, Moralis expressed what is permanent and universal. "One may trace a progress from earthly to heavenly love, from the sensual aspects of the subject to the metaphysical and transcendental. In his fragmented and elliptical figures and in the wealth of his linear compositions and chromatic statements, he neither describes nor narrates but expresses and interprets the forces of creation."⁴ His pure forms and abstractive surfaces are the distilled essence of human presence.

¹ Y. Bolis, *Yannis Moralis* [in Greek], Ta Nea ed., Athens 2007, p. 79.

² C. Christou, *Moralis*, Adam editions, Athens 1993, p. 33.

³ K. Koutsomallis, "The Painting of Yannis Moralis, a Tentative Approach" in *Y. Moralis, Traces*, exhibition catalogue, Museum of Contemporary Art - Basil and Elise Goulandris Foundation, Andros 2008, pp. 18-19, 30.

⁴ C. Christou, *Moralis*, pp. 20, 33, 34.





34

34 AR

YIANNIS MORALIS (1916-2009)

Six studies for 'Epithalamia'
signed in Greek (middle right), dated '20.10.68' and with notes under
every study
tempera on paper
44 x 34 cm (dimensions of the paper).

£10,000 - 15,000

€11,000 - 17,000

Provenance

Private collection, Athens.

Literature

Yannis Moralis, edited by V. Fotopoulos, Athens 1988, p. 168-169,
no.171 (illustrated).

Chrysanthos Christou, *Moralis*, Athens 1993, image 104.

35 AR

YIANNIS MORALIS (1916-2009)

Young woman
signed in Greek and dated '1954' (lower left)
oil on canvas
115 x 45 cm.

£25,000 - 35,000

€28,000 - 39,000

An entrancing portrait of commanding presence that transcends mere likeness to suggest inner truth and deeper meaning, *Young woman* draws from the storehouse of Greek artistic tradition, revealing the artist's acute art historical and intellectual awareness. Purity of form, statuesque quality, composed immobility, austerity of line, balanced compositional design, serene ethos and disciplined rhythm dictated by a deep sense for human scale, echo the timeless values of Greek idealistic art, while the rigorous frontality, shallow compositional depth and stable, indefinable light that seems to emanate from within allude to the self-illuminating portraits of saints in Byzantine icon painting.





36

36 AR

NIKOS NIKOLAOU (1909-1986)

Female nude

signed in Greek and dated '11/ 79' (lower right)

oil on canvas

96 x 128 cm.

£6,000 - 8,000

€6,800 - 9,000

37 AR

YANNIS GAÏTIS (1923-1984)

Portrait

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

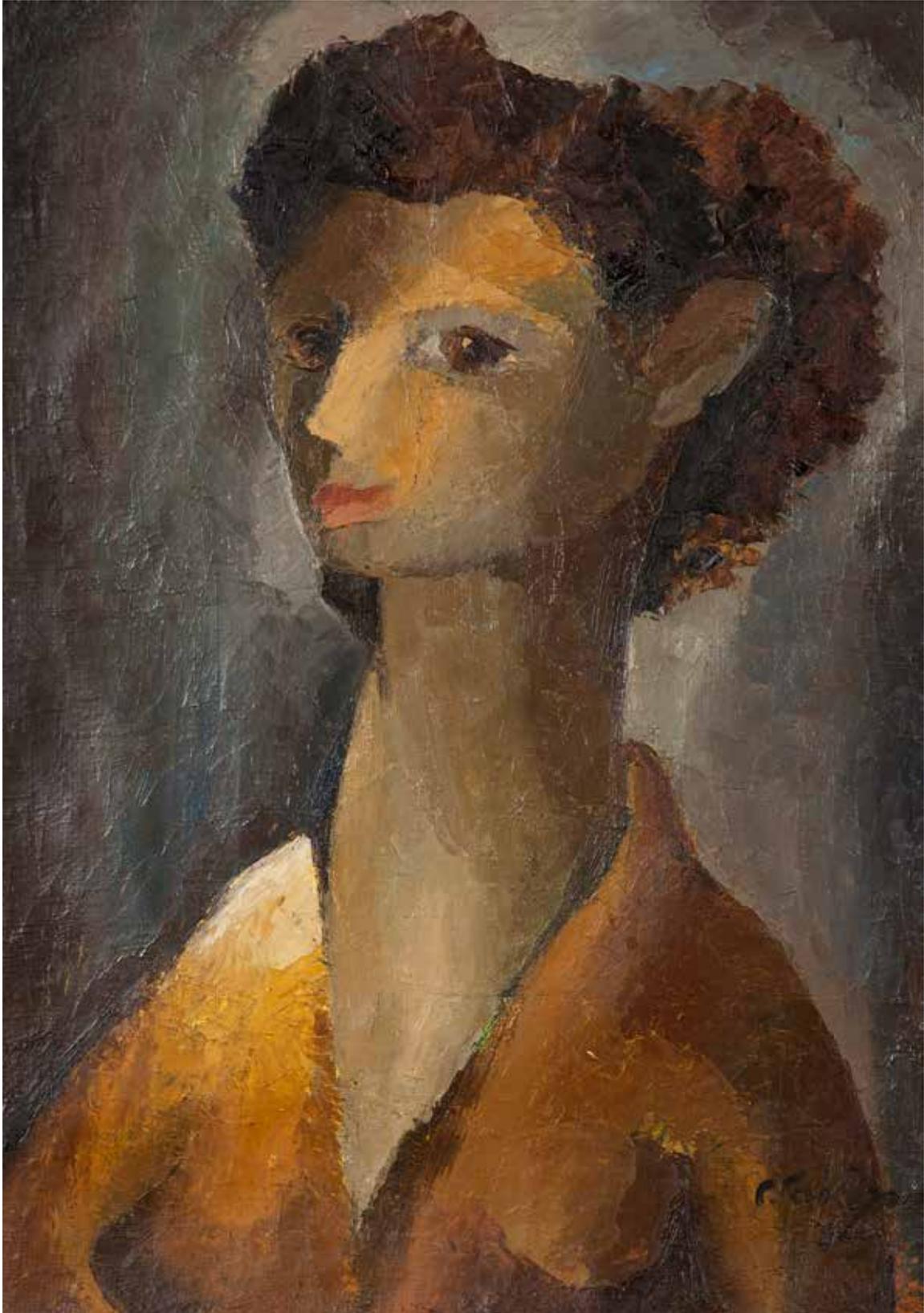
oil on canvas

65 x 46 cm.

£4,000 - 6,000

€4,500 - 6,800

Painted in 1946.



37

38 AR

YIANNIS TSAROUCHEIS (1910-1989)

Soldier dancing

signed in Greek and dated '68' (lower left)

oil on canvas

61 x 44 cm.

£40,000 - 60,000

€45,000 - 68,000

Painted in 1968.

Authenticated by the artist on the reverse '19-1-87'.

Provenance

Private collection, Athens.

Exhibited

Athens, Athens Art Gallery, *Views of Greece*, January 14 - February 14, 1982 (illustrated in the exhibition catalogue).

Literature

E. Florou, *Tsarouchis – Painting*, (doctoral dissertation) vol. 1, Athens 1989, no. 699, p. 255 (catalogued).

E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, no. 817, p. 280 (catalogued).

Tsarouchis's soldiers and sailors rank among the most celebrated and enduring images of 20th century Greece. A potent signifier of masculinity and youthful vigour, the male in uniform alludes to the promise of adventure and the struggle of men with their destiny.

Here, one of the artist's signature subjects is captured in a shallow indoor space against a dark monochromatic background—a compositional structure reminiscent of Renaissance portraits that played a pivotal role throughout his career—allowing him to build up an edifice of pure forms, an everlasting world liberated from the fleeting moment. Imaginatively combining a keen eye for many neglected aspects of popular culture with a deep understanding of a wide range of art forms, from Byzantine icons and Fayum portraits to old master paintings and Matisse, Tsarouchis probed into the inner world of Greekness, elevating a young soldier performing the zeimbekiko dance into a symbol of the Modern Greek spirit.

Ever since 1957, Tsarouchis painted young men dancing the zeimbekiko—the male dance expressing the unfulfilled desires of people on the margins of life. (Compare *Soldier dancing*, lot 53) The artist's relationship with the zeimbekiko 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. For Tsarouchis, zeimbekiko 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 highlighted its folk character and stated his belief that the mystic origins of zeimbekiko have Greek roots, deriving from the ancient divination centers of Thrace and Dodoni. He also mentioned that he never used models for his zeimbekiko paintings, which were based solely on his memory and imagination.¹

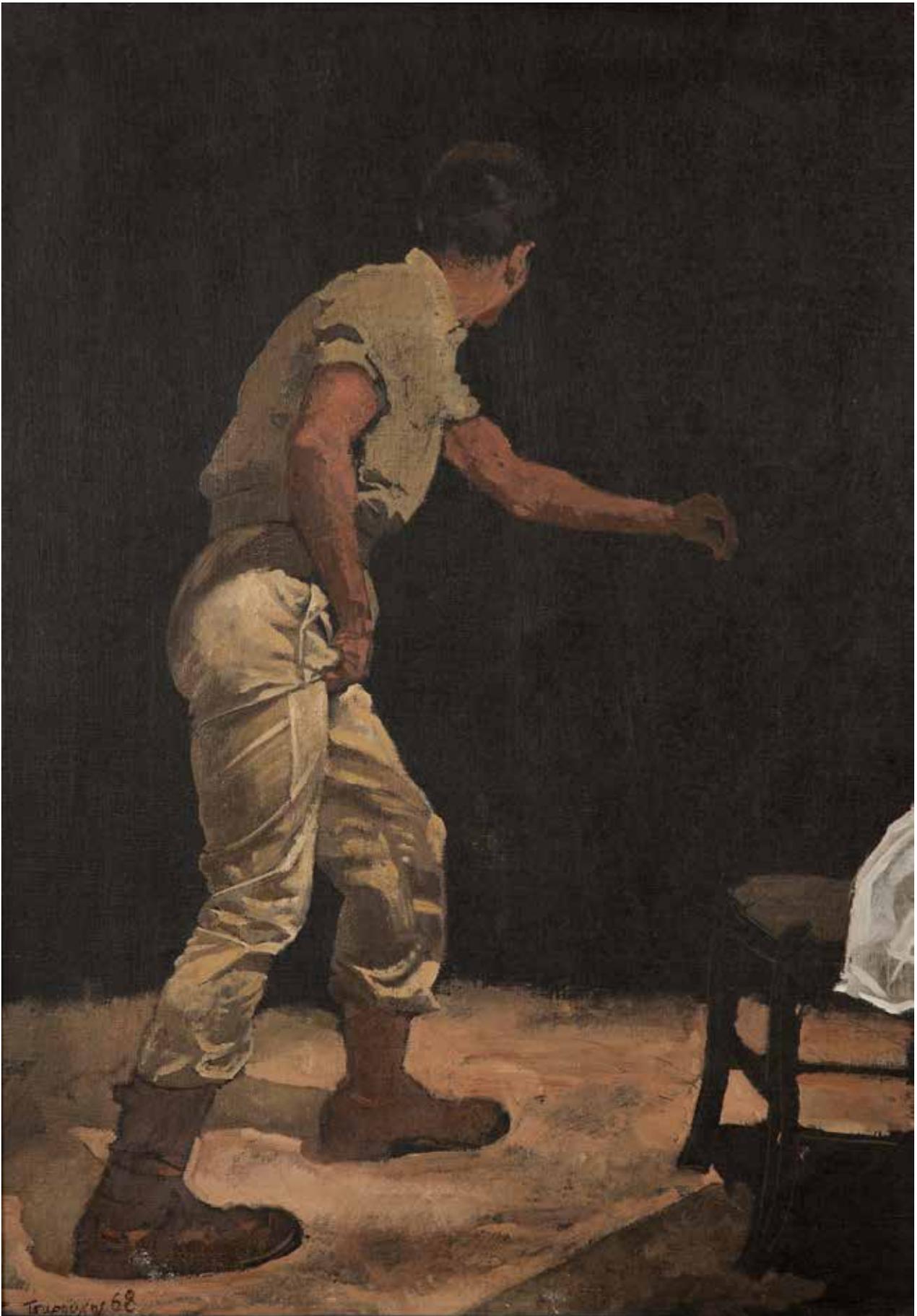
As argued by D. Kapetanakis, Tsarouchis found the truth of Modern Greece in the bodily forms of Greek youth. In contrast to other cultures, such as the French, which are female-centred, Greece, both ancient and modern, is mainly expressed through masculine types.² In the same vein, Nobel laureate O. Elytis noted that "Tsarouchis restored the human body in a land whose age-old civilisation has always been man-centred. Thanks to his paintings, the figures of Hermes, Narcissus, St. Georgios and St. Dimitrios started to live and breathe again and circulate among us."³ For both Kapetanakis and Elytis, Tsarouchis's male figures are invested with a symbolic and traditional value that carries on the male-centred humanistic ideal of Greek antiquity, while at the same time expressing the spirit and reality of Modern Greece.⁴

¹ Y. Tsarouchis, preface to the *Tsarouchis, Zeimbekika 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.

² See D. Kapetanakis, "Yannis Tsarouchis, Return to Roots" [in Greek], Nea Grammata magazine, 1937 as reprinted in *Tsarouchis* [in Greek], Zygos, Athens 1978, pp. 6-8. See also preface to the Tsarouchis exhibition at the Redfern Gallery, London, 1951.

³ O. Elytis, preface to the *Yannis Tsarouchis: Fifteen Works and One Original Print 1938-1963* album [in Greek], 1964.

⁴ See E. Florou, *Tsarouchis – Painting*, [in Greek], doctoral dissertation, vol. 1, Athens 1989, p. 118.





39



40

39 AR

THANOS TSINGOS (1914-1965)

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

£4,000 - 6,000
€4,500 - 6,800

40 AR

THANOS TSINGOS (1914-1965)

Fantastic Animal
signed 'Tsingos' (lower right)
oil on canvas
27 x 46 cm.

£4,000 - 6,000
€4,500 - 6,800

Provenance

Bonhams, The Greek Sale, 21 November 2011, lot 104.
Acquired from the above sale by the present owner.



41 AR

ALECOS FASSIANOS (BORN 1935)

Le petit bouquet

signed 'A. Fassianos' (upper right) and titled (on the overlap)

oil on canvas

116 x 89 cm.

£20,000 - 30,000

€23,000 - 34,000

Painted c. 1985.



42



43

42^{AR}

SPYROS VASSILIOU (1902-1985)

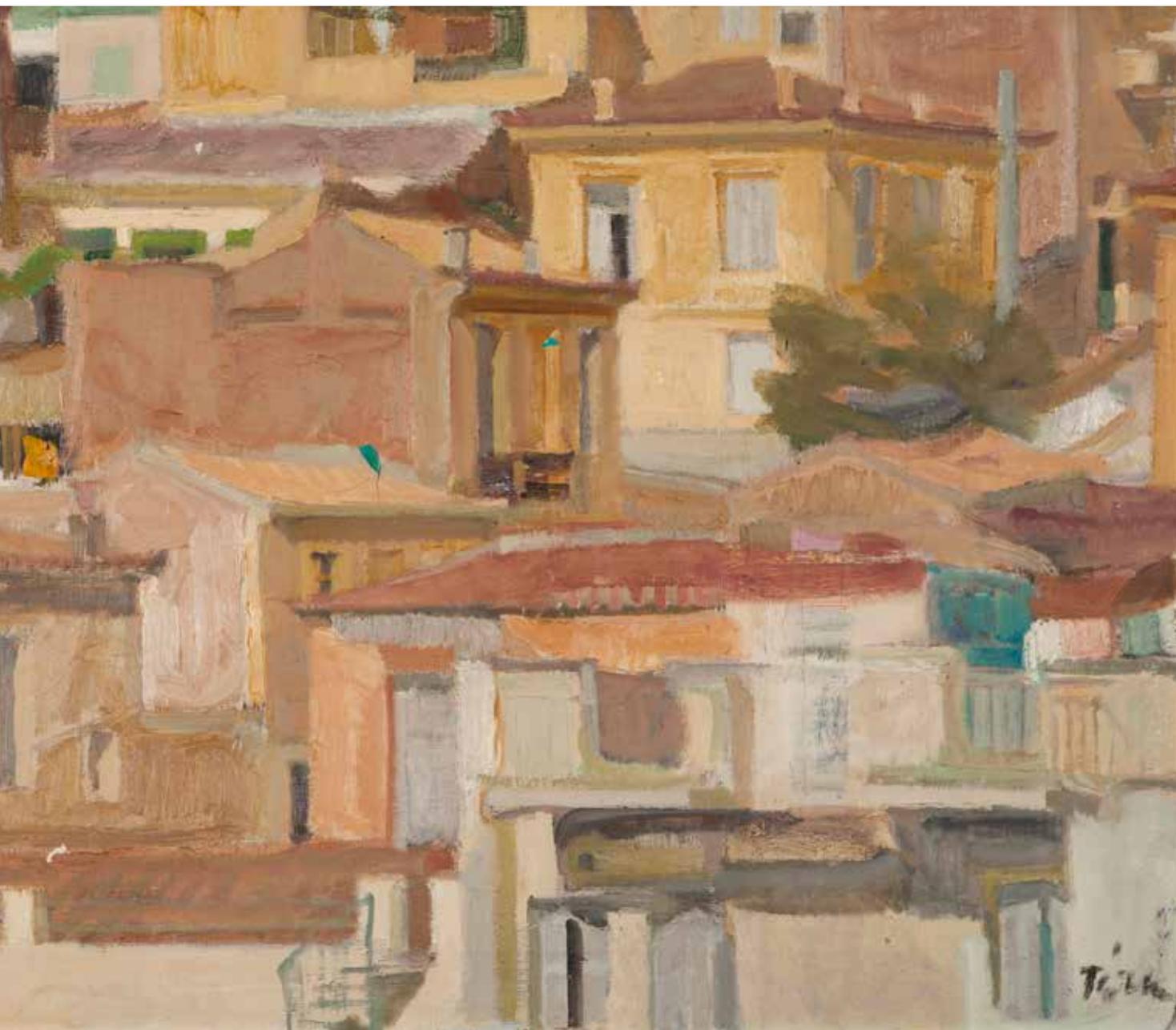
Stairway to the moon
signed in Greek and dated '64' (lower right)
acrylic on hardboard
180 x 35 cm.

£10,000 - 15,000

€11,000 - 17,000

Literature

Zygos magazine, no. III-65, April 1965, p. 28 (illustrated).



43 AR

PANAGIOTIS TETSIS (1925-2016)

Houses in Athens
signed in Greek (lower right)
oil on canvas
68 x 119 cm.

£15,000 - 20,000
€17,000 - 23,000

Painted in 1964.

Provenance

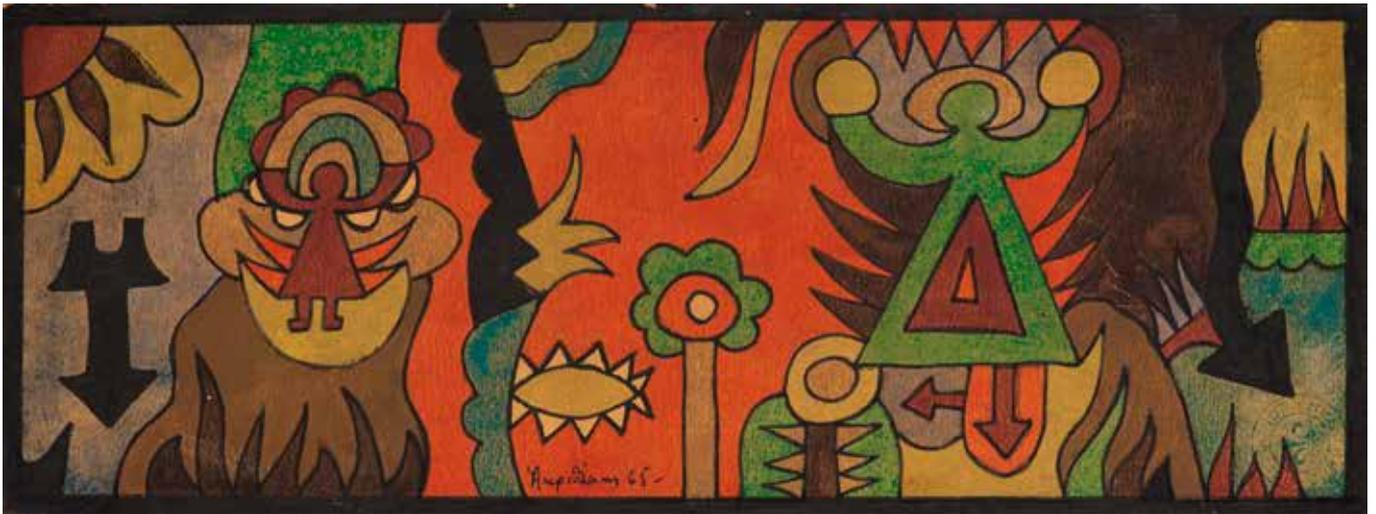
Acquired directly from the artist by the present owner.

Exhibited

Athens, Athens Art Gallery, Hilton, *Tetsis*, November 2-22, 1965
(possibly).

Literature

Zygos magazine, no. IX-65, November-December 1965, p. 51
(illustrated).
T. Spiteris, *Three Centuries of Modern Greek Art (1660-1967)*, vol. 2,
Papyros editions, Athens 1979, p. 240b (illustrated).



44



45

44 AR

ALEXIS AKRITHAKIS (1939-1994)

Opposing views of two rival partners
signed in Greek and dated '65' (lower centre)
tempera on card laid on hardboard
13 x 34 cm.

£7,000 - 10,000
€7,900 - 11,000

Exhibited

Athens, French Institute, 1965.

45 AR

ALEXIS AKRITHAKIS (1939-1994)

Untitled/ Take off
signed and with dedication in Greek, dated '83' (on a label laid
on the reverse)
oil on wooden construction
23 x 36 x 12 cm.

£3,000 - 5,000
€3,400 - 5,600

46 AR

ALEXIS AKRITHAKIS (1939-1994)

When the trees try to turn into pruning shears
signed in Greek and dated '65' (lower centre);
signed, dated and titled in Greek (on the reverse)
tempera on card laid on hardboard
49 x 34.5 cm.

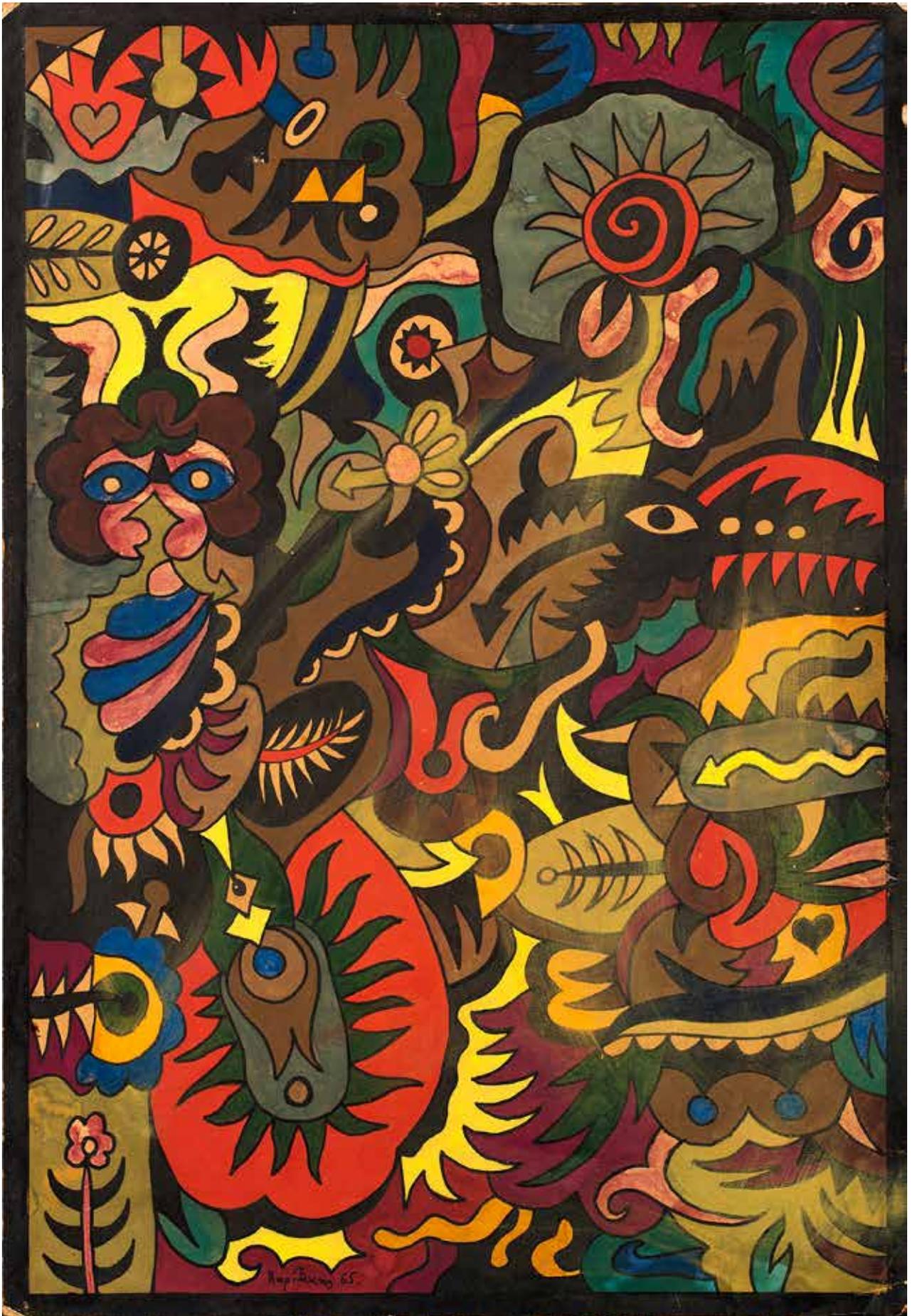
£12,000 - 18,000
€14,000 - 20,000

Exhibited

Athens, French Institute, 1965.
Kleio Gallery, Thessaloniki, 1966.

Literature

D. Zacharopoulos, *Alexis Akritchakis*, K. Adam editions, Athens 2005,
p. 184 (shown in a b/w photograph with the artist in his Athens
residence, 1965).
Alexis Akritchakis, Contemporary Greek Artists series, Ta Nea editions,
Athens 2007, p. 136 (shown with the artist).



47 * AR

CONSTANTINOS PARTHENIS (1878-1967)

Landscape, 1899

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

oil on board

45.3 x 75 cm.

£15,000 - 20,000

€17,000 - 23,000

Provenance

Private collection, Switzerland.

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

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

¹ Z. Papantoniou, *Valkanikos Tahydromos* daily, 11.5. 1920.

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





48 AR

SPYROS VASSILIOU (1902-1985)

Garden view

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

acrylic on canvas laid on board

105.5 x 158.5 cm.

£12,000 - 18,000

€14,000 - 20,000

Accompanied by a certificate of authenticity from the Atelier Spyros Vassiliou.



49 AR

SPYROS VASSILIOU (1902-1985)

Golden Athens '66

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

acrylic and gold leaf on canvas laid on hardboard

Diameter 81 cm.

£7,000 - 10,000

€7,900 - 11,000

Accompanied by a certificate of authenticity from the Atelier Spyros Vassiliou.

50 AR

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.

€35,000 - 55,000

€39,000 - 62,000

Provenance

Private collection, Athens.

Exhibited

Athens, Goethe-Institute, *Imagination and Reality*, January 16-31, 1978.

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).

Sychrona Themata magazine, no. 35-36-37, December 1988, p. 274 (detail illustrated), p. 278 (detail illustrated).

Eleftherotyia 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 raisonnée, 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).

Filogiki magazine, no. 101, October-November-December 2007, p. 48 (referred).

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 editions, 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 Press, Oxford 1998, pp. 36-37.

⁵ N. Loizidi in *Topos: Engonopoulos* [in Greek], exhibition catalogue, Macedonian Museum of Contemporary Art, Thessaloniki 2007, p. 17.





51

51 AR

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Field

signed and dated 'Pavlos/ 2007/ PAVLOS' (on the reverse)
construction with poster paper on wood framed in plexiglass
96.5 x 126.5 cm.

£12,000 - 18,000
€14,000 - 20,000

52 AR

ALECOS FASSIANOS (BORN 1935)

Blue cyclist

signed in Greek (upper left)
oil on card laid on canvas
195 x 126.5 cm.

£30,000 - 40,000
€34,000 - 45,000

Painted in 1985.

Provenance

Gallery Beaubourg, Paris, 1985.



53 AR

YIANNIS TSAROUCHEIS (1910-1989)

Soldier dancing Zeibekiko
signed in Greek and dated '5-12-65' (upper left),
titled in Greek (upper right)
mixed media on canvas
190 x 70.5 cm.

£250,000 - 350,000

€280,000 - 390,000

Painted in 1965.

Provenance

Private collection Athens.

Exhibited

Delphi, European Cultural Centre of Delphi - Ministry of Culture,
Apollo's Heritage, July 4-31, 2003, p. 46 (illustrated).

"It was April of 1965, just before Easter, and we were travelling along with Tsarouchis to Thessaloniki by train. A soldier who recognized him greeted him with enthusiasm yelling 'hey, teacher!' Tsarouchis retained his composure: 'Can you tell me what I have taught you?' 'Zeimbekiko', the young man replied."¹

Tsarouchis, sporadically since 1957 and then more systematically, painted young men dancing the zeibekiko –the male dance expressing the unfulfilled desires of people on the margins of life. (Compare *Soldier dancing*, lot 38) 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. 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 highlighted its folk character and stated his belief that the mystic origins of zeibekiko have Greek roots, deriving from the ancient divination centers of Thrace and Dodoni. He also mentioned that he never used models for his zeibekiko paintings, which were based solely on his memory and imagination.²

"In 1934, while sailing to Constantinople, I saw real Zeybeks who boarded the ship in Smyrna. They were dressed in their traditional old costumes and looked very much alike those painted by Gysis and Lytras. (Note: Compare Nikiforos Lytras, *Zeybek*, lot 11). One of them, no more than 35 years old who spoke good Greek, kept telling me how good a dancer this young man who was with them was and that he was unsurpassed in his dancing. Before dusk, when the ship sailed for Istanbul, the young man danced on the deck. He was short and with heavy bones but when he started moving he was totally

transformed. He was no longer the same person. His gallantry was strangely coupled with a sort of humbleness and a sort of gratitude although it was unclear to whom it was addressed. It was as if he was modestly grateful to some god for the miracle life is. Zeimbekiko is a true sacrifice of glory, it is gallantry and spirit crushed and humiliated. It's amazing how this young zeybek lowered his eyes in sweet submission in contrast to his great strength. At the same time he was stamping his feet on the floor as though to scare away an invisible creature crawling there. He looked like a statue of a warrior who has once fought a dragon holding a sword and a shield but now was left with none of those—all of which having been lost, as it often happens with old statues."³

Conveying monumentality, permanence and sculptural clarity, *Soldier dancing* is a striking image of a young Greek stripped of its specificity to allow the eternal essence of symbol to stand out alone.⁴ Although fully dressed, the male body—Tsarouchis's signature subject—manages to fully capture the vitality and pulse of life. "In no other painter's work is the human body presented with such integrity, purity and open-mindedness as in the work of Tsarouchis. As a result, his pictures are transformed into a truthful language of a never-ending spiritual quest."⁵

¹ A conversation recalled by photographer George Tourkovassilis, *Yannis Tsarouchis (1910-1989)*, Eleftherotypia edition, Athens 2009, p. 81.

² 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.

³ Y. Tsarouchis, preface to the *Tsarouchis, Zeibekika and Some More*, p. 11.

⁴ See D. Kapetanakis, "Yannis Tsarouchis, Return to Roots" [in Greek], *Nea Grammata* magazine, 1937 as reprinted in *Tsarouchis* [in Greek], Zygos, Athens 1978, pp. 7-8. See also preface to the Tsarouchis exhibition at the Redfern Gallery, London, 1951.

⁵ T. Niarchos, "A Natural Phaenomenon" [in Greek], in *Yannis Tsarouchis, It's Good to Confess*, Kastaniotis editions, Athens 1986, p. 293.





54

54 AR

NIKOS KESSANLIS (1930-2004)

Untitled

signed and dated 'NIKOS 65' (lower right)
processed photographic imaging on canvas
93 x 97.5 cm.

£7,000 - 9,000

€7,900 - 10,000

Exhibited

Paris, Galerie Lacroche, *Les Fantasmagories de L'Identité de Nikos*,
June 1965 (possibly).

55 AR

YIANNIS SPYROPOULOS (1912-1990)

Rubaiyat I

signed in Greek (lower right);
signed, dated and titled 'JANNIS SPYROPOULOS' RUBAIYAT
No1'/1971 and inscribed with artist's address (on the stretcher)
mixed media on canvas
119 x 43.5 cm.

Rubaiyat II

signed in Greek (lower right);
signed, dated and titled 'JANNIS SPYROPOULOS' RUBAIYAT
No1'/1971 and inscribed with artist's address (on the stretcher)
mixed media on canvas
119 x 43.5 cm.

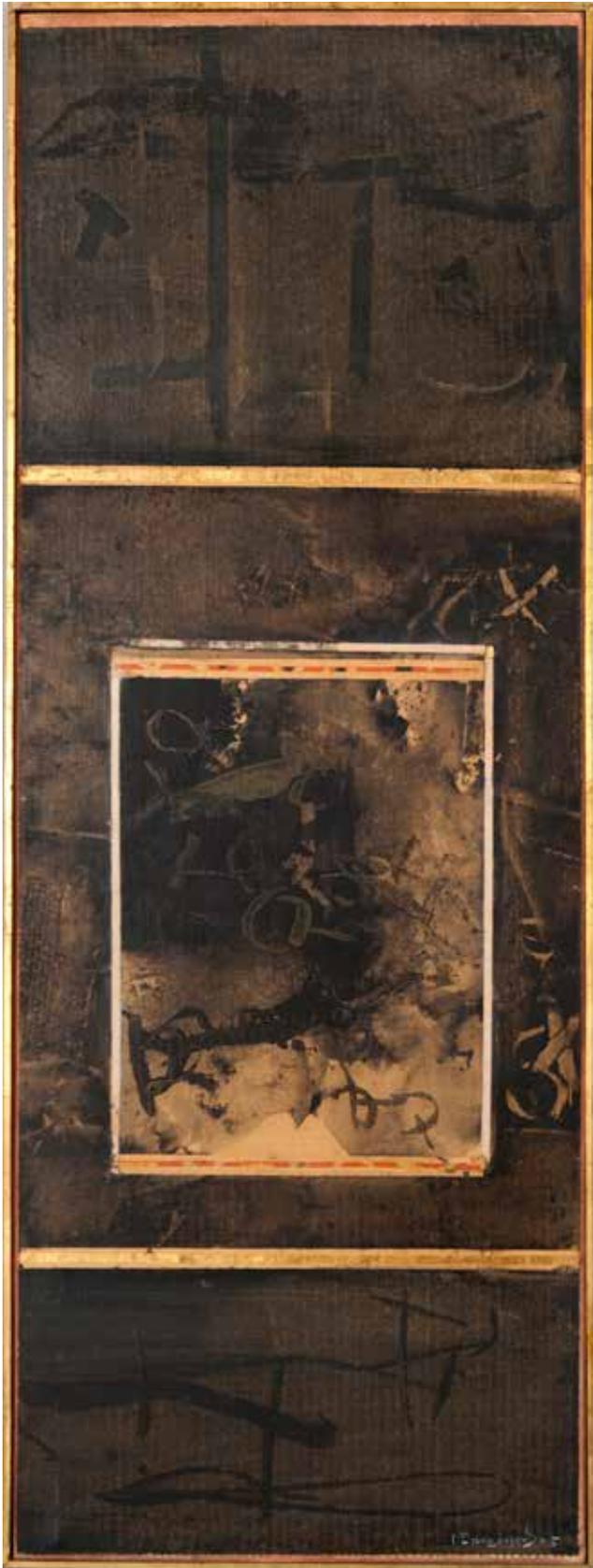
£10,000 - 15,000

€11,000 - 17,000

(2)

Literature

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral
dissertation, Athens 1994, no. 1058 & no. 1059 (71/5), p. 304 (listed).
Y. Papaioannou, *Yannis Spyropoulos – Monograph*, Yannis and Zoe
Spyropoulos Foundation, Athens 2010, no. 1058, p. 372 (listed), p.
287 illustrated).





56 AR

JEAN XCÉRON (1890-1967)

Variations No. 329

signed and dated 'Xceron 49' (lower left)

oil on canvas

127.5 x 107 cm.

£8,000 - 12,000

€9,000 - 14,000

Provenance

Mr. and Mrs. Walter Nelson Pharr, New York.

Private collection, Athens.

Exhibited

New York, Rose Fried Gallery, *Jean Xceron, Selection Paintings 1929-1962*, April 16 - May 19, 1962 (listed in the exhibition catalogue).

New York, The Solomon R. Guggenheim Museum, *Jean Xceron*, September-October 1965, no. 36 (catalogued, p. 19 and illustrated in the exhibition catalogue).

Providence, Rhode Island School of Design, Museum of Art, *The Solomon R. Guggenheim Museum 1966 Circulating Exhibition*, April 1 - May 1, 1966.

Athens, Zappeion Hall, *Jean Xceron*, October 1966, no. 36 (catalogued and illustrated in the exhibition catalogue).

New York, Snyder Fine Art, The Museum of Non-Objective Painting, *American Abstract Art*, March 21 - May 11, 1966.

Literature

S. Lydakis, *Dictionary of Greek Painters and Engravers - The Greek Painters*, vol. 4, Melissa editions, Athens 1976, p. 298 (illustrated).

Greek-American Artists, Epta Imeres - Kathimerini weekly magazine, 26.9.1999, p. 2 (illustrated).



57 AR

THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Infinity Field Jerusalem Series Burning Bush
signed, titled and dated 'I. F. JERUSALEM SERIES BURNING BUSH/
ΣtAMOS 1988' (on the reverse)
acrylic on paper
76 x 55 cm.

£6,000 - 8,000

€6,800 - 9,000



58

58 AR

THANOS TSINGOS (1914-1965)

Fleurs

signed and dated 'TSINGOS/ 61' (lower right)

oil on canvas laid on board

50 x 40 cm.

£5,000 - 7,000

€5,600 - 7,900

59 AR

THANOS TSINGOS (1914-1965)

Fleurs

signed 'Tsingos' (lower right)

oil on canvas

81 x 60 cm.

£10,000 - 15,000

€11,000 - 17,000

Provenance

Gallery 65, Cannes.

Private collection, Athens.

Exhibited

Cannes, Gallery 65, 3-21 August 1959 (possibly, based on label on the reverse).

Ermoupolis, Syros, Cyclades Art Gallery, *Thanos Tsingos - Yannis Gaitis, Ermopouleia 2004*, July-August 2004, no. 17 (illustrated in the exhibition catalogue, p. 32).

Eleusis, Leonidas Kanellopoulos Cultural Centre, *Thanos Tsingos*, July-August 2005, no. 29 (illustrated in the exhibition catalogue).

Literature

Kathimerini newspaper, July 3, 2005, p. 2 (illustrated).





60 AR

CHRYSSA (VARDEA) (1933-2013)

Untitled

signed 'Chryssa' (lower right)

oil on canvas

160 x 120 cm.

178.5 x 138.5 x 4 cm with frame.

£18,000 - 25,000

€20,000 - 28,000



61 AR

CHRYSSA (VARDEA) (1933-2013)

Untitled

signed 'Chryssa' (lower right)

oil and neon on canvas

164.2 x 124 x 16 cm.

£25,000 - 35,000

€28,000 - 39,000



62 AR

CHRISTOS BOKOROS (BORN 1956)

Eggs, 1991

all signed in Greek

mixed media on 18 wooden panels

84 x 288 cm (installation).

£50,000 - 70,000

€56,000 - 79,000

(18)

Provenance

Private collection, Athens.

Exhibited

Athens, Ekfrasi Gallery, *Christos Th. Bokoros, Eggs*, November 1991 (partially exhibited and illustrated in the exhibition catalogue).

Agrinio, Municipal and Regional Theatre of Agrinio, *Christos Th. Bokoros, Exhibition in Agrinio*, April 23 - May 23, 2000, no. 15 (catalogued, p. 84 and illustrated in the exhibition catalogue).

Andros, Petros and Marika Kydonieffs Foundation, *Christos Th. Bokoros, the Landscape of Hinterland, Ploes VI*, July 23 - September 28, 2000, no. 20 (catalogued 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. 38 (discussed and illustrated).
 Analogion magazine, no. 3, Autumn 2002, p. 65 (detail illustrated).

A great draftsman and *tromp l'oeil* master “who speaks about the invisible through the visible and the immaterial through the material”¹, Christos Bokoros uses the image of the egg to lend new dimensions to its stereotypical iconography. A perfect shape, the egg is an archetypal symbol of hope and expectation of new life that lies dormant under its smooth, fragile shell. The legend that the world originated out of a primal egg is not only an Orphic myth of creation but it is encountered in many ancient civilizations. In the Christian world it often alludes to purity and perfection, while the newly born chick breaking out of its shell symbolises the resurrection of Christ. In this vein, the empty shell in the work’s lower right-hand corner, which seems to recapitulate the 18-box sequence, 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.



63

63 AR

YANNIS GAÏTIS (1923-1984)

Untitled

signed and dated 'Gaitis 60' (lower right)

oil on canvas

61 x 81.5 cm.

£6,000 - 8,000

€6,800 - 9,000

Provenance

J.M.D. collection, Greece.

Private collection, Athens.

Literature

Yannis Gaitis, Catalogue Raisonné, ed. L. Gaitis-Charrat, Ioannis F. Costopoulos Foundation, Paris/Athens 2003, fig. 524, p. 170 (illustrated).

64 AR

YANNIS GAÏTIS (1923-1984)

Figurines and butterflies

signed 'Gaitis' (lower right)

oil on canvas

73 x 60 cm.

£10,000 - 15,000

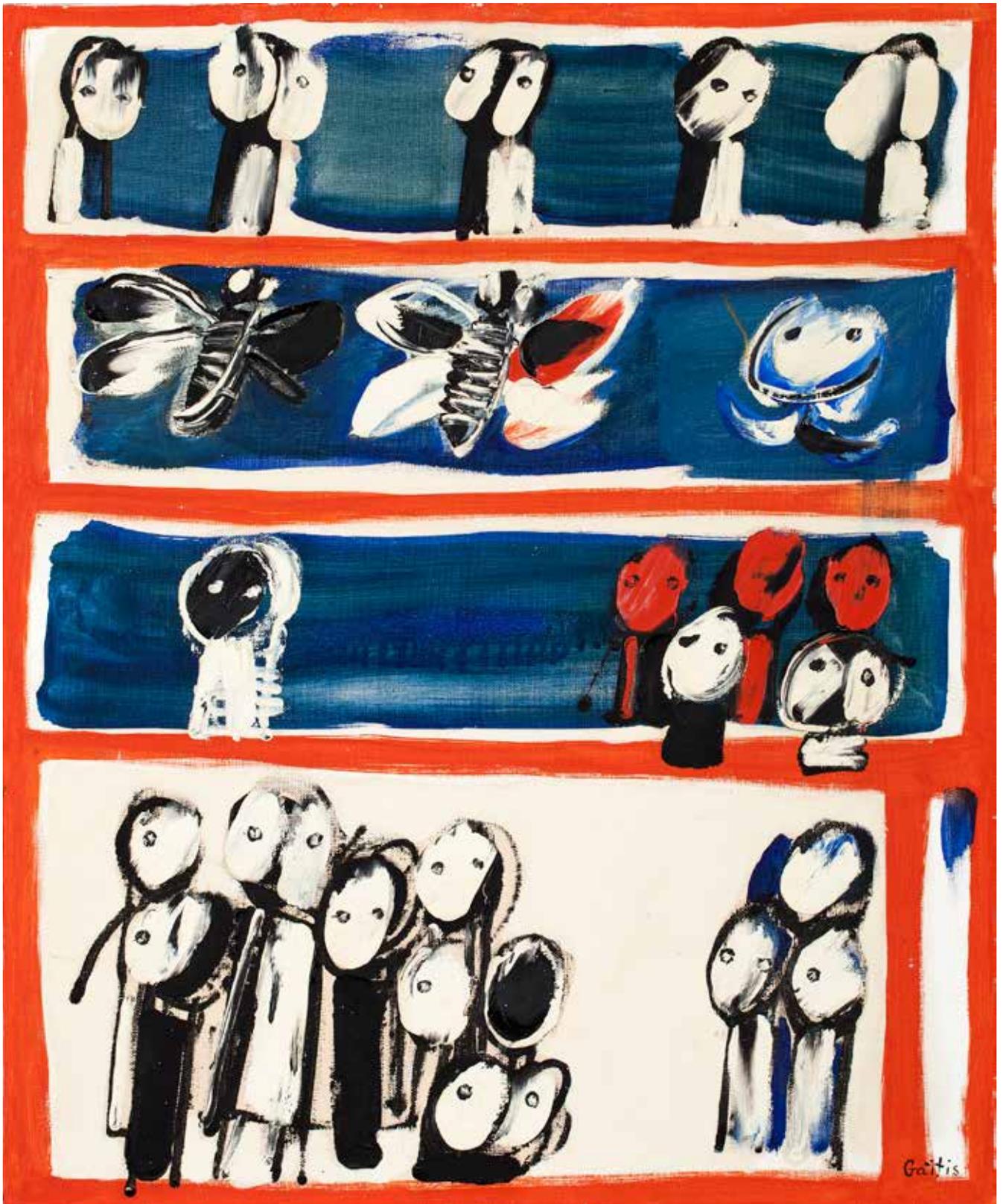
€11,000 - 17,000

Painted c. 1964-65.

Provenance

Sotheby's, Greek sale, 14 November 2007, lot 44.

Acquired from the above sale by the present owner.





65 AR

YIANNIS TSAROUCCHIS (1910-1989)

Maquette for the tragedy 'Troades' by Euripides, 1975

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

oil on canvas

45 x 73 cm.

£10,000 - 15,000

€11,000 - 17,000

Provenance

Private collection, Athens.

Yannis Tsarouchis designed the sets for Euripides's *The Trojan Women* staged by Jean Villar's renowned Théâtre National Populaire (TNP) in Paris in 1963 and directed by Yannis Cacoyannis. The translation was by Jean Paul Sartre.¹

¹. See *Yannis Tsarouchis 1910-1989*, exhibition catalogue, Benaki Museum, Athens 2009, p. 278; Heracles-Olympos General Cement Company's 1975 Weekly Calendar illustrated by Tsarouchis (January 19-25).



66 AR

CHRISTOS BOKOROS (BORN 1956)

Flames

both signed in Greek (lower right)

oil and mixed media on canvas laid on wood

42.5 x 42.5 cm. (each)

£10,000 - 15,000

€11,000 - 17,000

(2)

67 AR

MARIOS PRASSINOS (1916-1985)

Soleil couchant

signed 'Prassinos'(upper right); dated and titled '17 dec/
74/ 20 dec. 79/ 5 juin 82/ EYG 82/ soleil couchant' (on the
reverse)

oil on canvas

115 x 196 cm.

£20,000 - 30,000

€23,000 - 34,000

Painted between 1974-1982.

Provenance

Private collection, Athens.

Exhibited

Aix en Provence, Presence Contemporaine, Cloître Saint
Louis, *Prassinos, Retrospective de L'Oeuvre Peint et
Dessiné*, July 12 – August 28, 1983 (illustrated in the
exhibition catalogue, pp. 72-73).

Athens, Municipal Gallery of Athens - Medousa Art Gallery,
17+1, January 31 - February 25, 1989 (illustrated in the
exhibition catalogue).

Andros, Petros and Marika Kydoniefs Foundation, Ploes
VII, *Prassinos - Philolaos, Mater Natura*, 2001 (illustrated
in the exhibition catalogue, p. 63 [detail], pp. 72-73 [two-
page illustration]).

Literature

Mario Prassinos, Actes Sud editions, Arles 2005 (illustrated
on the cover and p. 219).







68

68 AR

YIANNIS SPYROPOULOS (1912-1990)

Abstract

signed in Greek (lower right)
oil and mixed media on paper
38 x 47.5 cm.

£3,000 - 5,000
€3,400 - 5,600

69 AR

COSTAS VAROTSOS (BORN 1955)

Untitled

glass masses, cement, fiber optics
118 x 193 x 10 cm.

£7,000 - 10,000
€7,900 - 11,000

Executed in 2014.



70 AR

ALECOS FASSIANOS (BORN 1935)

Friends with bicycle
signed in Greek (upper left); titled in Greek and dated '03' (upper right)
acrylic on canvas
123 x 86 cm.

£25,000 - 35,000

€28,000 - 39,000

Painted in 2003.

Provenance

Private collection, Athens.

Exhibited

Athens, National Gallery - A. Soutzos Museum, *Fassianos, Mythologies of Everyday Life*, retrospective exhibition, November 24, 2004 - February 28, 2005, no. 195 (listed, p. 294, and illustrated in the exhibition catalogue, p. 228).

Apollonia, Sifnos, Giomisti Kefali Art Gallery, *Alecoss Fassianos, Painting*, August 15-31, 2007 (illustrated in the exhibition catalogue).

Rhodes, Municipality of Rhodes Modern Greek Art Museum, *Fassianos, 45 Years of Creation*, July 30 - November 13, 2009 (illustrated in the exhibition catalogue, pp. 102 [detail], 103).





71 AR

YIANNIS TSAROUCIS (1910-1989)

Two men dancing the 'Tsamikos'

signed in Greek (lower left)

ink and translucent paper

74.5 x 68.5 cm.

£5,000 - 7,000

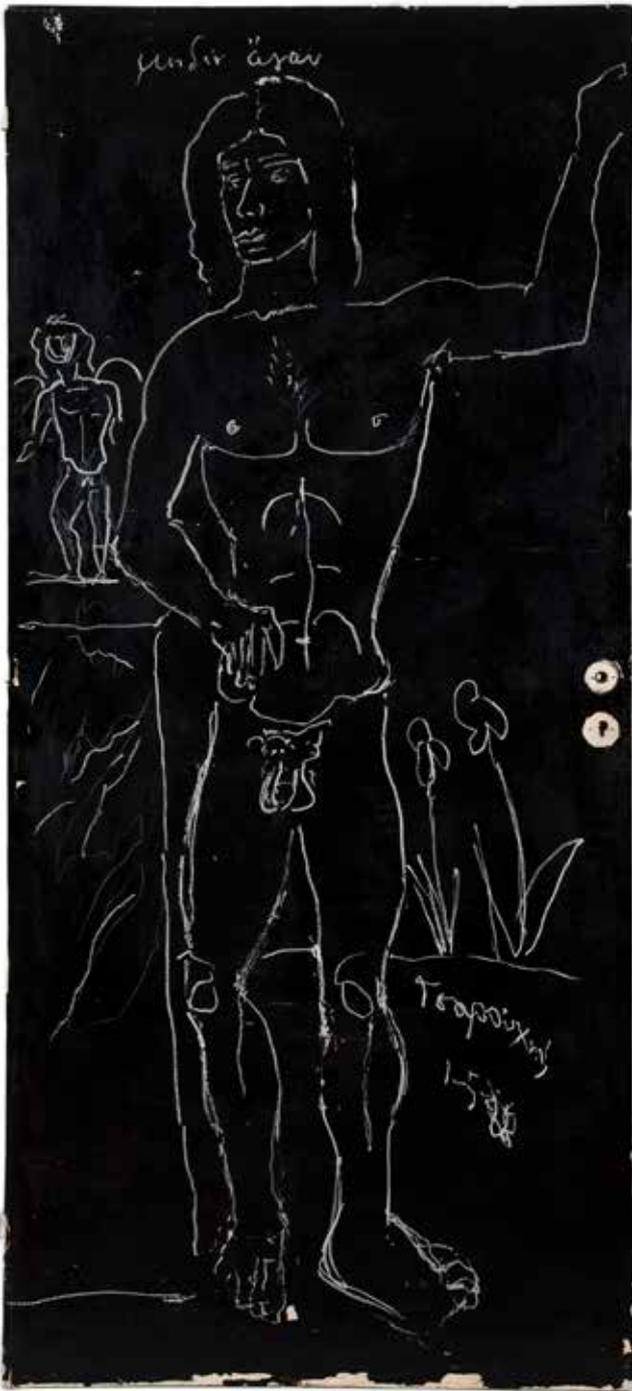
€5,600 - 7,900

Provenance

Commissioned by the dance critic Richard Buckle for reproduction in his book *Buckle at the Ballet* and then given as a present from the author to his publisher.

Literature

Buckle at the Ballet, selected criticism by Richard Buckle, London 1980, Dance Books Ltd.



72

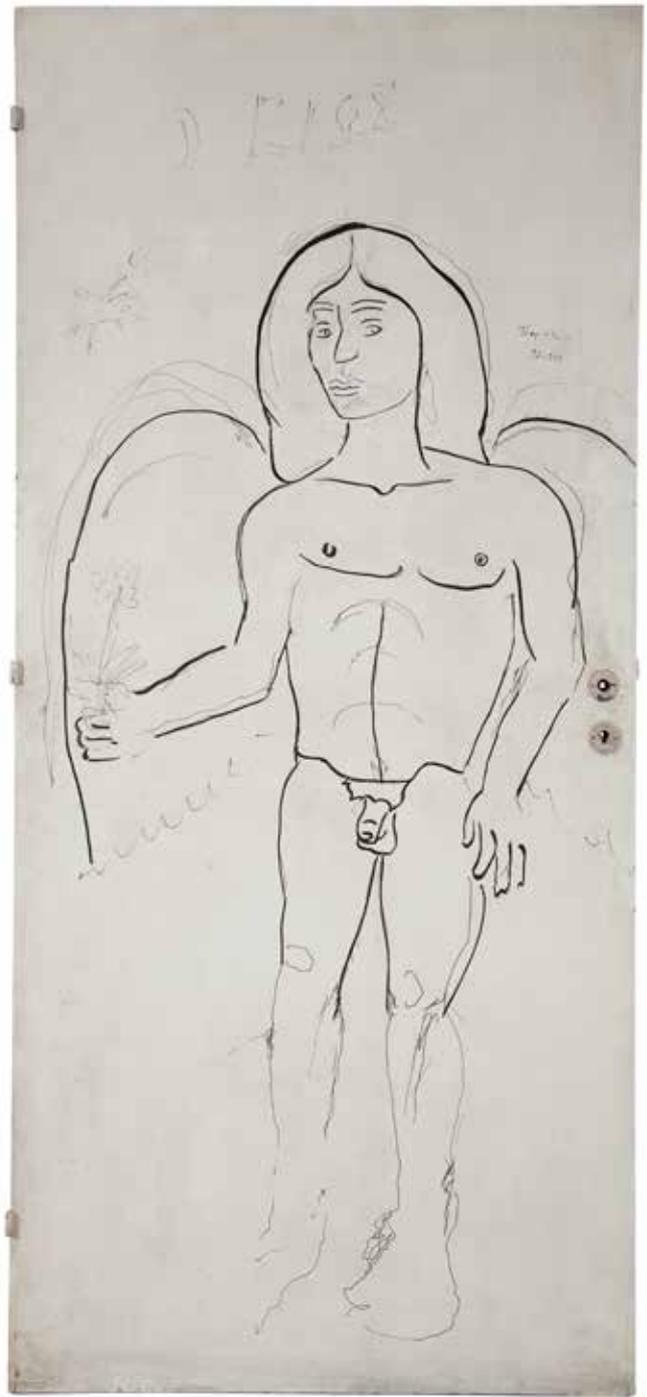
72 AR

YIANNIS TSAROUCHEIS (1910-1989)

Nothing in excess
signed in Greek and dated '1-5-88' (lower right)
oil and mixed media on wooden door
202 x 92.5 x 4.5 cm.

£10,000 - 15,000

€11,000 - 17,000



73

73 AR

YIANNIS TSAROUCHEIS (1910-1989)

Eros
signed in Greek and dated '27-3-88' (upper right)
oil and mixed media on wooden door
202.5 x 92 x 4.5 cm.

£10,000 - 15,000

€11,000 - 17,000



74

74 AR

NIKOS KESSANLIS (1930-2004)

Two hearts

signed and dated 'NIKOS 64' (lower right)

oil and mixed media on paper laid on canvas

50 x 65 cm.

£4,000 - 6,000

€4,500 - 6,800

75 AR

NIKOS KESSANLIS (1930-2004)

Trees

signed 'NIKOS/ Κεσσανλής' (lower centre)

oil, collage and mixed media on canvas

183 x 182.5 cm.

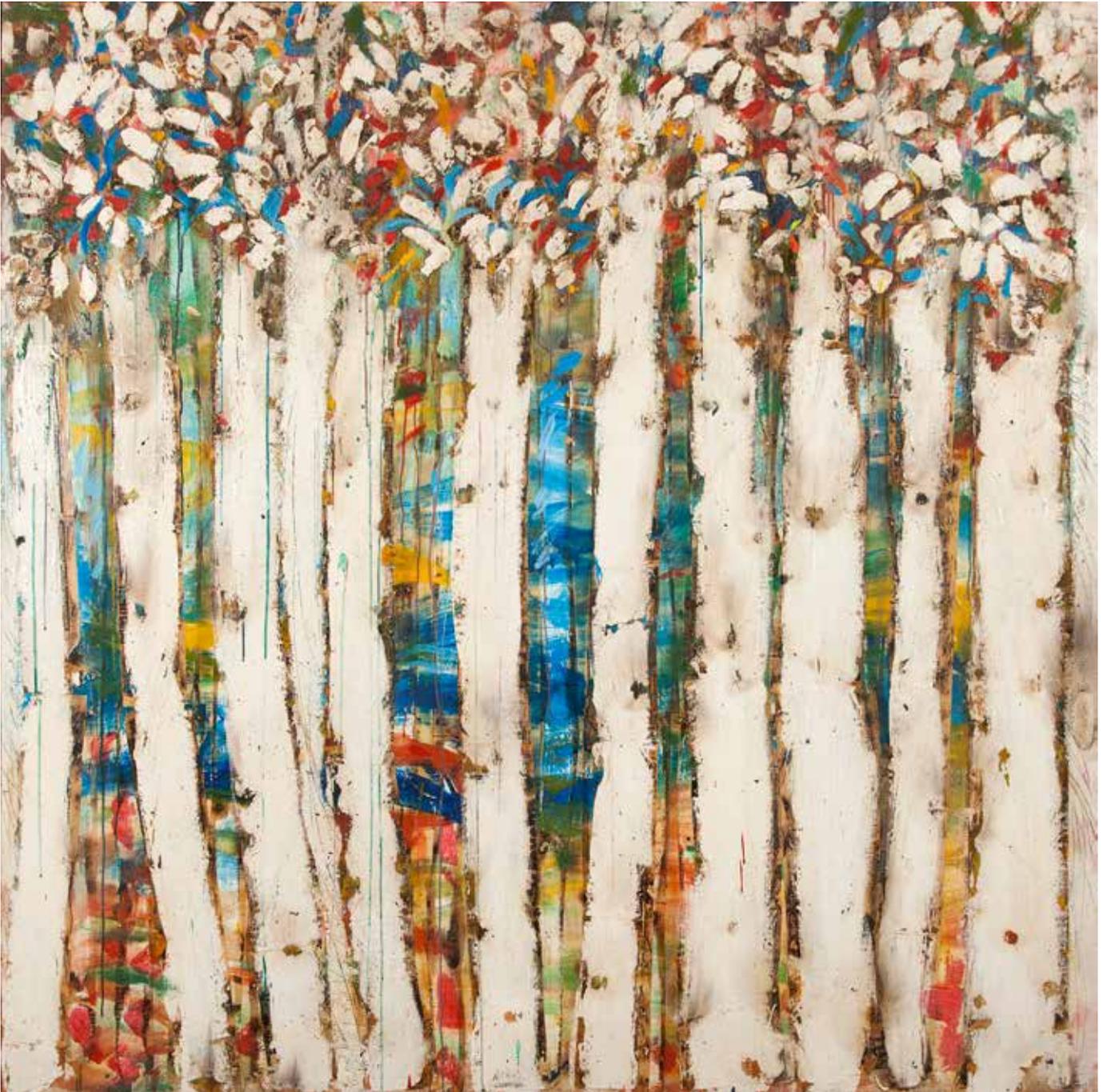
£15,000 - 20,000

€17,000 - 23,000

Painted in 1987.

Exhibited

Athens, D. Pierides Art Gallery, *Nikos Kessanlis*,
November 11-22, 1987 (possibly).



75

76 AR

DIMITRIS MYTARAS (1934-2017)

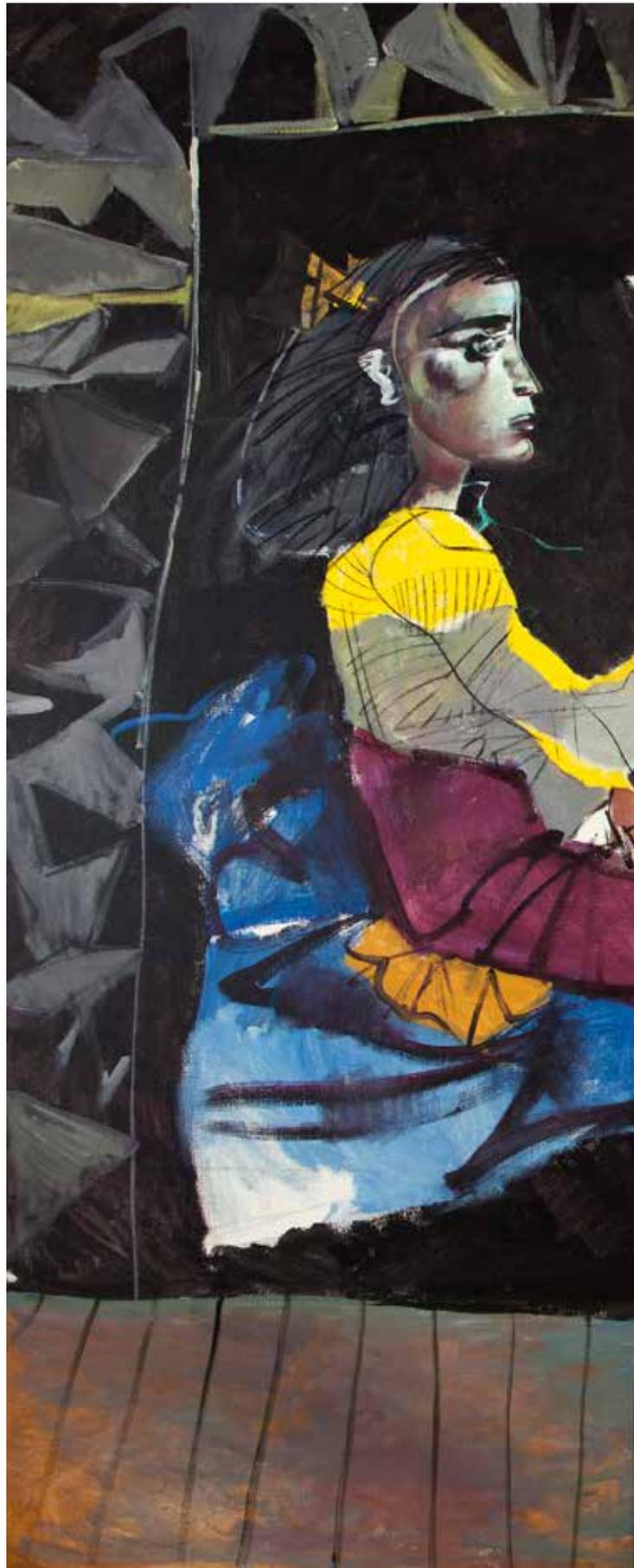
Two worlds/ diptych
signed in Greek and dated '2003-2005' (lower right)
oil on canvas
200 x 240 cm.

£20,000 - 30,000

€23,000 - 34,000

Exhibited

Athens, Astrolavos Gallery, *Depictions of Animals*, group exhibition,
2005 (possibly).







77

77 AR

PANAGIOTIS TETSIS (1925-2016)

Still Life

signed in Greek (lower right)

oil on canvas

40 x 81 cm.

£6,000 - 8,000

€6,800 - 9,000

78 AR

SPYROS VASSILIOU (1902-1985)

Golden sunrise

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

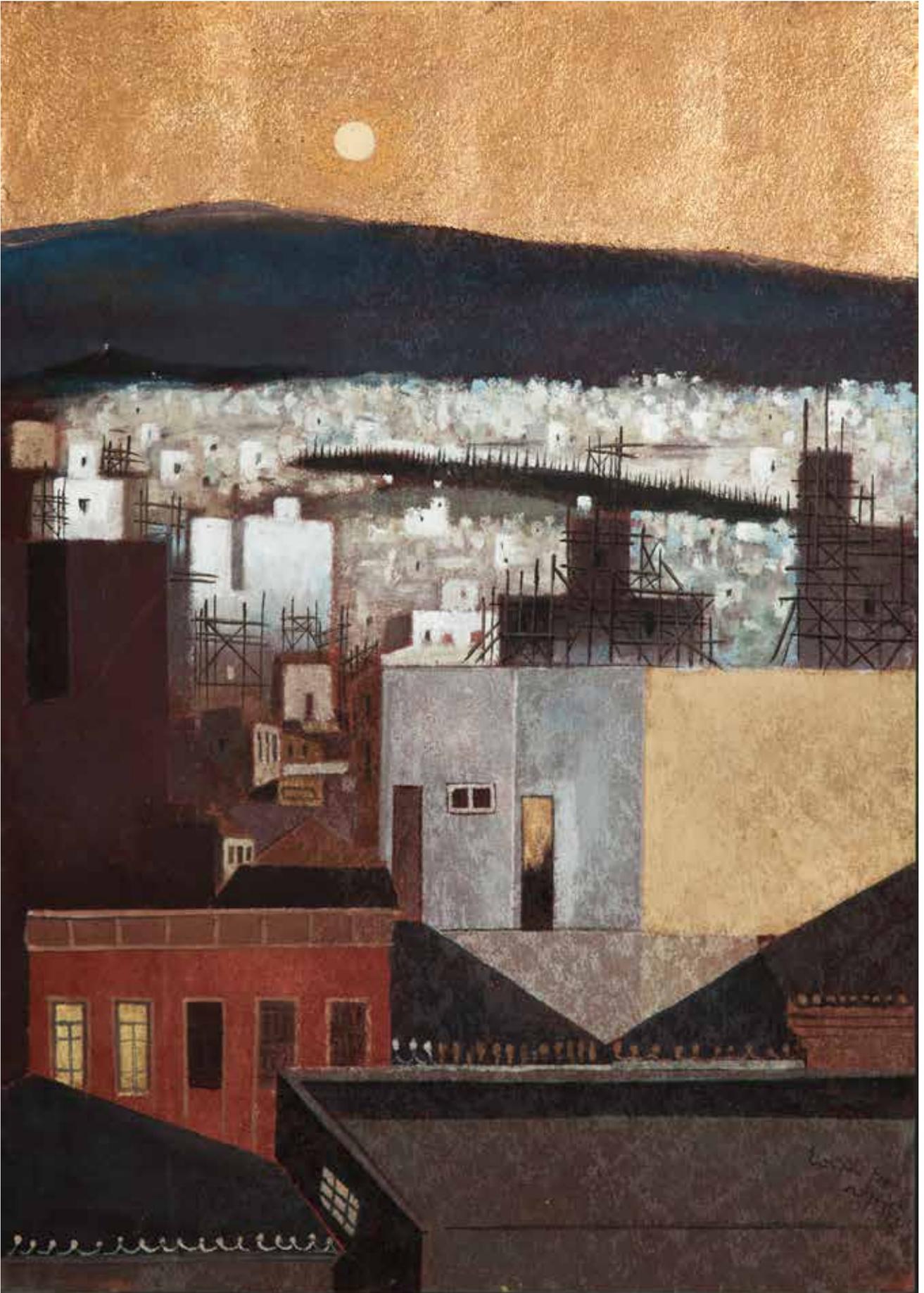
acrylic and gold leaf on canvas laid on panel laid on board

79 x 56 cm.

£7,000 - 10,000

€7,900 - 11,000

Accompanied by a certificate of authenticity
from the Atelier Spyros Vassiliou.







80

79 * AR

PAVLOS (PAVLOS DIONYSSOPOULOS) (1930-2019)

Manteau, 1974

inscribed with artist's name and dated 'Pavlos/ 74'

jex in plexiglass

101.5 x 50.5 cm.

£6,000 - 8,000

€6,800 - 9,000

Provenance

Private collection, New York.

80 AR

PAVLOS (PAVLOS DIONYSSOPOULOS) (1930-2019)

Still life, 1973

signed and dated 'Pavlos 73' (lower right)

paper construction on wooden base in plexiglass box

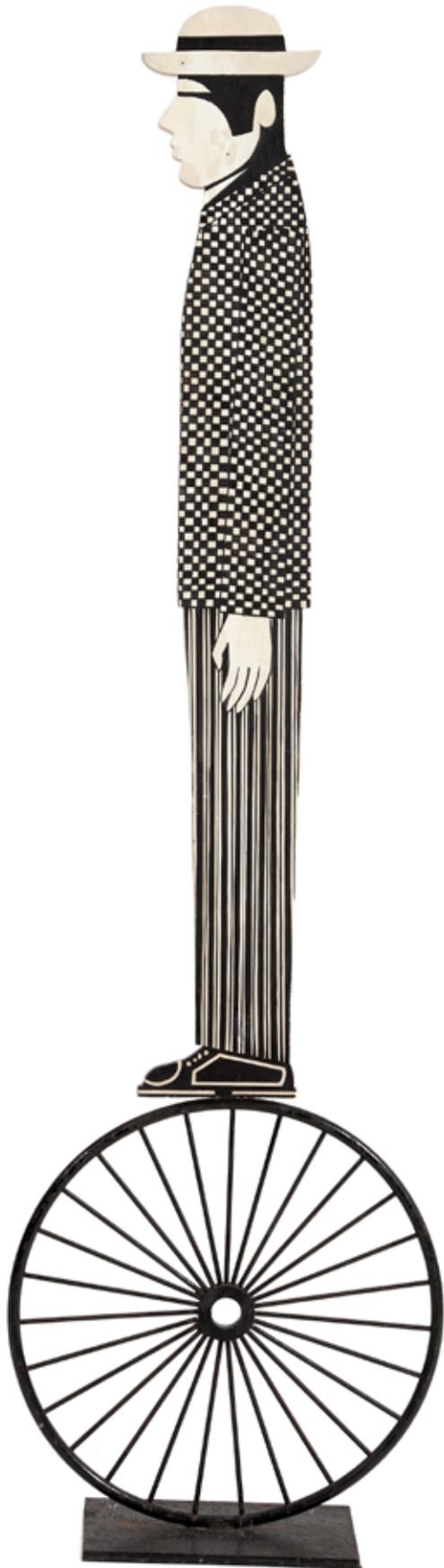
50 x 60 x 50 cm.

£10,000 - 15,000

€11,000 - 17,000

Exhibited

Athens, Alexander Iolas - Zoumboulakis Gallery, *Pavlos*, December 1974 - February 15, 1975 (illustrated in the exhibition catalogue, p. 82).



81 AR

YANNIS GAÏTIS (1923-1984)

Le cycliste

signed and numbered 'Gaitis 1/7' (on the base)
painted wooden construction and metal
140 x 39.5 x 14 cm.

£8,000 - 12,000

€9,000 - 14,000

Executed in 1971.

Provenance

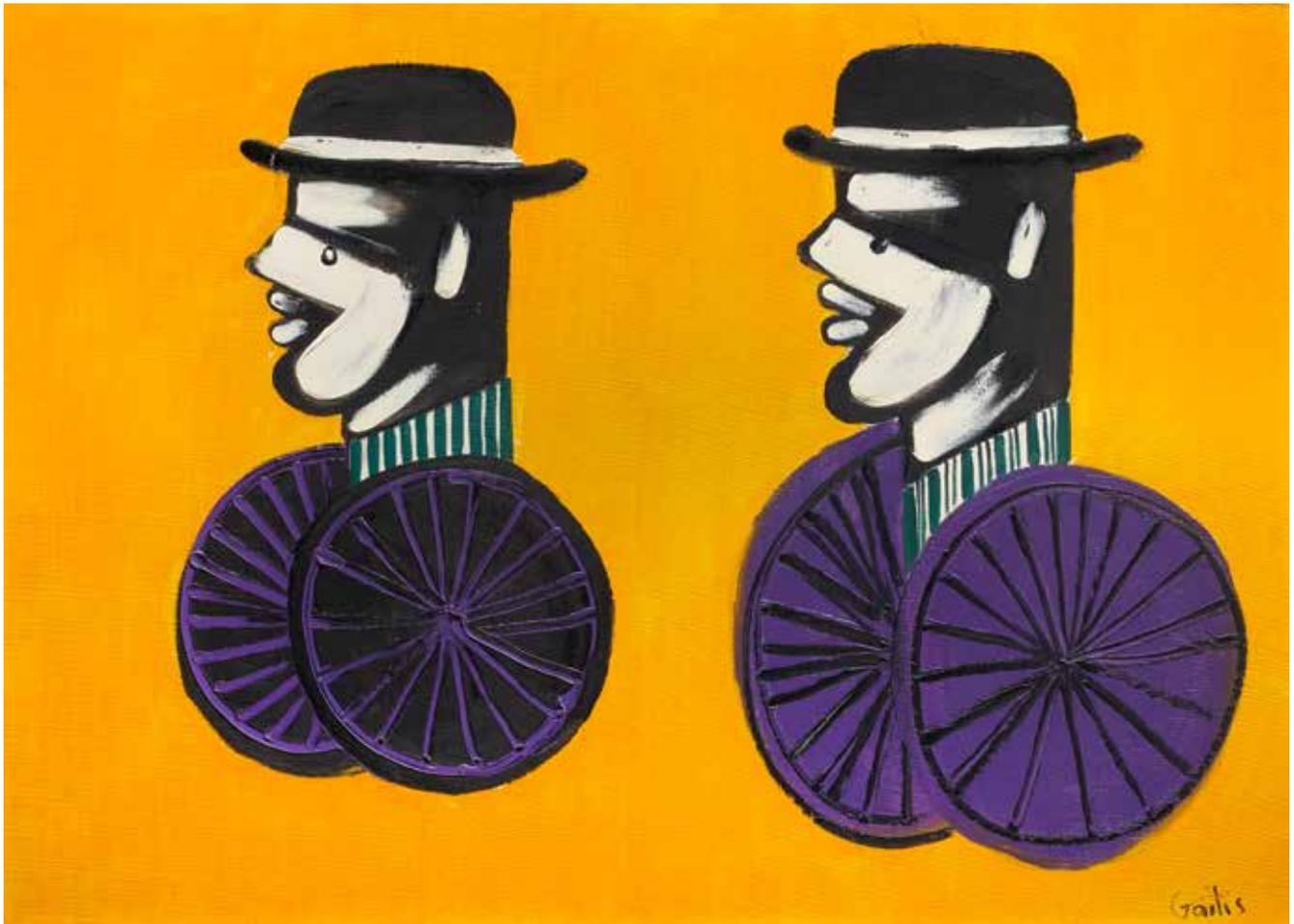
Mix7ink Gallery, New York.
Private collection, Greece.

Exhibited

Paris, Arts-Contacts Gallery, *Les Personnages de Gaitis, Peintures et Reliefs*, October 5 - November 13, 1971 (included in the exhibition catalogue).
Athens, Athens College Library, *Yannis Gaitis*, October 21 - November 2, 1975.

Literature

Plaisir de France, October 1971.
P. Seghers, *Yannis Gaitis*, Tram editions, Modern Greek Painters series, Thessaloniki 1973 (illustrated).
Me Binoche, Jean-Claude, *200 Tableaux Contemporains*, Hotel Drouot, December 17, 1977.
N. Papadakis, *Yannis Gaitis, a Revolutionary Artist*, Polyplano editions, Contemporary Greek Artists 1, Athens 1980, (illustrated).
Athineos magazine, no. 4, May 1980, p. 35 (illustrated).
G. Serafini, *Yannis Gaitis*, Medousa editions, 1988, no. 68, p. 135 (listed), p. 62 (illustrated).
Yannis Gaitis, Catalogue Raisonné, Ioannis F. Costopoulos Foundation, Paris/Athens 2003, fig. 1095, p. 267 (illustrated).



82 AR

YANNIS GAITIS (1923-1984)

Two men on bicycles
signed 'Gaitis' (lower right)
oil on canvas
50 x 70 cm.

£8,000 - 12,000

€9,000 - 14,000

Painted in 1968.

Provenance

Private collection, Athens.
Bonhams, The Greek Sale, 26 April 2016, lot 53.
Acquired from the above sale by the present owner.

Literature

Loretta Gaitis, Yiannis Gaitis Catalogue raisonné, Angers 2003,
no 989, p. 249 (illustrated).

83 AR

THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Infinity field for C-D FRIEDRICH

signed, titled and dated 'INFINITY FIELD FOR C. D. FRIEDRICH 1981

ΣtAMOS' (on the overlap)

acrylic on canvas

103 x 67 cm.

£12,000 - 18,000

€14,000 - 20,000

Provenance

C. Kouros Gallery, New York.

Private collection, Athens.

Exhibited

New York, Kouros Gallery, *Stamos*, January 22 - February 16, 1985

(possibly, based on label on the reverse).





84 AR

ALECOS FASSIANOS (BORN 1935)

Afternoon

signed and titled in Greek and dated '82' (upper left)

oil on canvas

66 x 81 cm.

£7,000 - 10,000

€7,900 - 11,000

Painted in 1982.

Provenance

Zoumboulakis Galleries, Athens.

Private collection, Athens.

Bonhams, The Greek Sale, 26 April 2016, lot 54.

Acquired from the above sale by the present owner.



85 AR

ALECOS FASSIANOS (BORN 1935)

Neohellenes et antiquites greques/ Le couple Eros
signed 'A. Fassianos' (upper right)
oil on canvas and painted frame
110 x 110 cm.

£15,000 - 20,000

€17,000 - 23,000

Painted in 1981.

Provenance

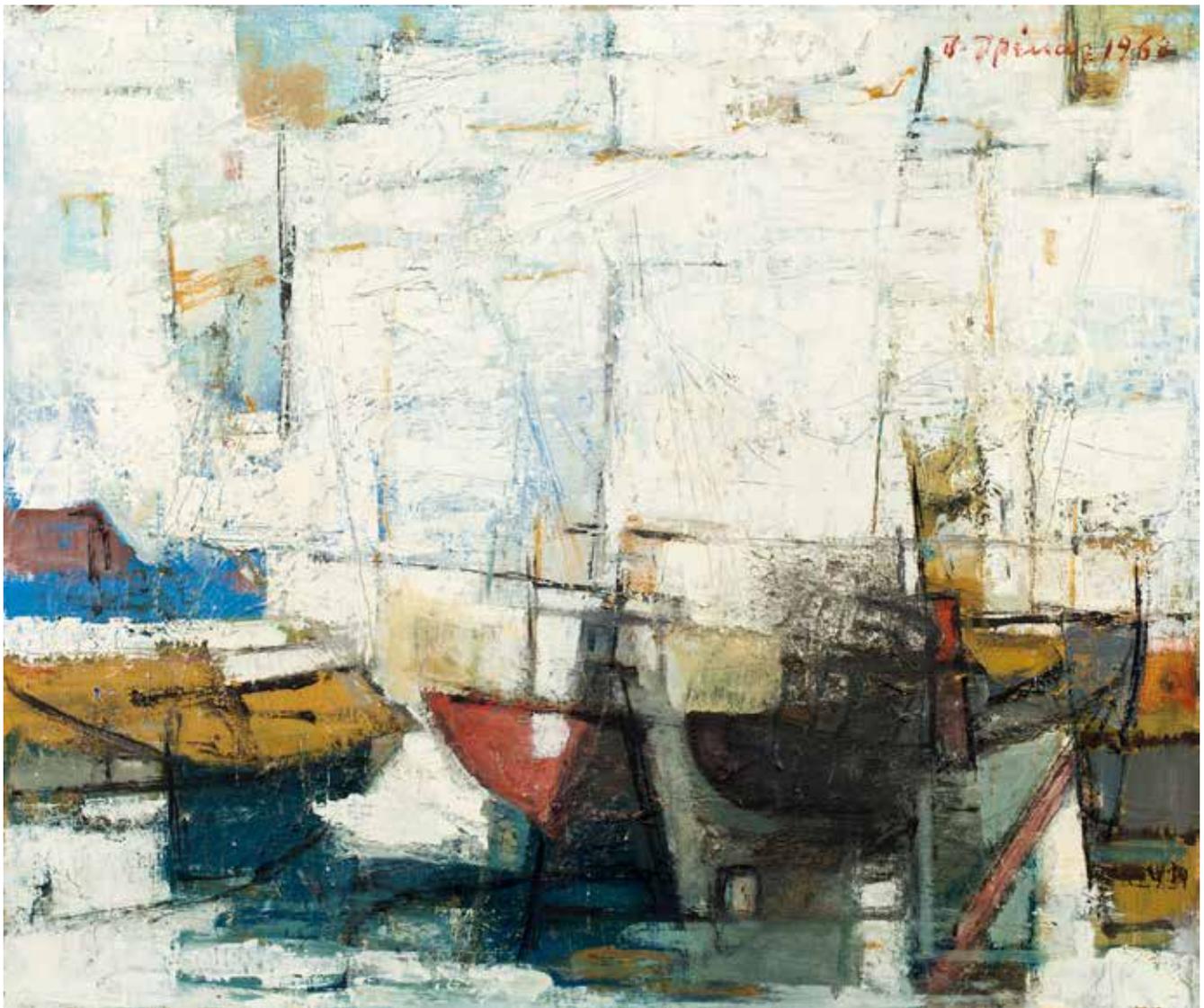
G. Tolis collection.
Private collection, Athens.

Exhibited

Paris, Galerie Beaubourg, 1985.
Thessaloniki, Eirmos Gallery, *A. Fassianos*, May 1992 (listed, p. 30, and illustrated in the exhibition catalogue, p. 8).
Thessaloniki, Macedonian Museum of Contemporary Art, *A. Fassianos, Paintings 1953-1993*, September 1993, no. 63 (listed, p. 197, and illustrated in the exhibition catalogue, p. 96).
Thessaloniki, Municipal Art Gallery, *Alecos Fassianos, Unknown Works from S. G. Zachariades Collection*, 2019 (illustrated in the exhibition catalogue, pp. 16, 60 [detail], 61).
Rhodes, Municipality of Rhodes Modern Greek Art Museum, *Fassianos, 45 Years of Creation*, July 30 - November 13, 2009 (illustrated in the exhibition catalogue, pp. 23, 70 [detail], 71).

Literature

J.-M. Drot, *Fassianos, La Volupté Mythologique*, Marval, Galerie Beaubourg edition, Paris 1985 (shown in two photographs of the exhibition, pp. xxxiv, xxxv).
Alekos Fassianos, Educational Program, Municipality of Rhodes Modern Greek Art Museum edition, Rhodes 2009, p. 32 (detail, illustrated).



86 AR

PARIS PREKAS (1926-1999)

White sails

signed in Greek and dated '1968' (upper right)

oil on canvas

50 x 59.5 cm.

£4,000 - 6,000

€4,500 - 6,800



87 AR

MENELAOS KATAFIGIOTIS (1926-1997)

Playing with doves
signed and dated 'Men. Katafigiotis/ 81' (lower right)
acrylic on canvas
137 x 132 cm.

£4,000 - 6,000
€4,500 - 6,800

Provenance

Bonhams, The Greek Sale, 18 May 2010, lot 41.
Acquired from the above sale by the present owner.





89

88 AR

SPYROS VASSILIOU (1902-1985)

Caique '71

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

acrylic and gold leaf on panel

70 x 60 cm.

£4,000 - 6,000

€4,500 - 6,800

Accompanied by a certificate of authenticity
from the Atelier Spyros Vassiliou.

89 AR

YIANNIS SPYROPOULOS (1912-1990)

View of Hydra

signed in Greek (lower right)

oil on card

35 x 50 cm.

£6,000 - 8,000

€6,800 - 9,000



90a

90 AR

YANNIS MALTEZOS (1915-1987)

Compositions

a. signed in Greek (lower left)

oil on canvas

b. signed in Greek (lower left)

oil on canvas

60 x 70 cm (each).

£2,000 - 3,000

€2,300 - 3,400

(2)

Provenance

Private collection, Sweden.



90b

91 AR

ALECOS FASSIANOS (BORN 1935)

Cavalier rouge

signed in Greek (upper left)

oil on canvas laid down on panel

72.6 x 48.5 cm.

£6,000 - 8,000

€6,800 - 9,000

Provenance

Gallery Nii, Osaka.

Acquired from the above, 1988.

Christie's, New York, 21 September 2010, lot 74.

Private collection, Germany.



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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Registration* and *Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a *Registration* and *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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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.

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* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

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

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

For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:

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

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

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

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

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

<i>Hammer Price</i>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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
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 issued in the name of the *Buyer* (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

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

Credit cards issued in the name of the *Buyer* (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.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

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 *Buyer's Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
 TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
 W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
 Δ Wines lying in Bond.
 AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties

under the Artists Resale Right Regulations 2006. See clause 7 for details.

- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

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

4	FITNESS FOR PURPOSE AND SATISFACTORY QUALITY	7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
4.1	The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.	7.3	You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers' Agreement</i> set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.	8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and
4.2	The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.	7.4	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.	8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.
5	RISK, PROPERTY AND TITLE	7.5	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.
5.1	Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.	7.6	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.		
5.2	Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until: (i) the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to and received in cleared funds by <i>Bonhams</i> , and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.	8	FAILURE TO PAY FOR THE LOT	8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.
6	PAYMENT	8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> , the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):		
6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9	THE SELLER'S LIABILITY
6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay in full any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.	8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .
7	COLLECTION OF THE LOT	8.1.3	to retain possession of the <i>Lot</i> ;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.
7.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when: (i) <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.	8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,
		8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;
		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 <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;		

<p>9.3.2 the <i>Seller</i> will not be liable for any loss of <i>Business</i>, <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;</p>	<p>10.5 If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.</p> <p>10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents and to any subsidiary of <i>Bonhams Holdings Limited</i> and to its officers, employees and agents.</p>	<p>1 THE CONTRACT</p> <p>1.1 These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i>, being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i>.</p> <p>1.2 The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> 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 <i>Notice to Bidders</i>, printed in the <i>Catalogue</i> for the <i>Sale</i>, and where such information is referred to it is incorporated into this agreement.</p>
<p>9.3.3 in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i>, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.</p>	<p>10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.</p> <p>10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".</p> <p>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.</p> <p>10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i>.</p> <p>10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i>.</p>	<p>1.3 Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>, when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i>.</p> <p>1.4 We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i>, unless <i>Bonhams</i> sells the <i>Lot</i> as principal.</p>
<p>9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.</p>	<p>10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i>, it will also operate in favour and for the benefit of <i>Bonhams</i>, <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.</p>	<p>1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:</p> <p>1.5.1 we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;</p> <p>1.5.2 subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> and following completion of our enquiries pursuant to paragraph 3.11;</p>
<p>10 MISCELLANEOUS</p>	<p>11 GOVERNING LAW</p>	<p>1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.</p> <p>1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, <i>Guarantee</i>, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i>, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i>, if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i>.</p>
<p>10.1 You may not assign either the benefit or burden of the <i>Contract for Sale</i>.</p>		
<p>10.2 The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i>.</p>		
<p>10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would 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.</p>		
<p>10.4 Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i>, addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.</p>	<p>APPENDIX 2</p> <p>BUYER'S AGREEMENT WITH BONHAMS</p> <p>IMPORTANT: These terms may be changed in advance of the <i>Sale</i> of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.</p>	<p>2 PERFORMANCE OF THE CONTRACT FOR SALE</p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p> <p>3 PAYMENT AND BUYER WARRANTIES</p> <p>3.1 Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p> <p>3.1.1 the <i>Purchase Price</i> for the <i>Lot</i>;</p>

<p>3.1.2 a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p> <p>3.1.3 if the <i>Lot</i> is marked [AF], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> 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 <i>Sale</i>.</p> <p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p> <p>3.3 All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.</p> <p>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.</p> <p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and VAT and any interest earned and/or incurred until payment to the <i>Seller</i>.</p> <p>3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p> <p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p> <p>3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:</p> <p>3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or</p> <p>3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.</p> <p>3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.</p> <p>3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:</p> <p>3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;</p> <p>3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;</p>	<p>3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;</p> <p>3.10.4 items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and</p> <p>3.10.5 that you consent to <i>Bonhams</i> relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.</p> <p>3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i>, to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i>, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.</p>	<p>4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p> <p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p>
	<p>4 COLLECTION OF THE LOT</p> <p>4.1 Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.</p> <p>4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>.</p> <p>4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i>.</p> <p>4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p> <p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p> <p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all</p>	<p>5 STORING THE LOT</p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i>, 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 <i>Sale</i>) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p> <p>6 RESPONSIBILITY FOR THE LOT</p> <p>6.1 Title (ownership) in the <i>Lot</i> passes to you (i) on payment of the <i>Purchase Price</i> to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.</p> <p>6.2 Please note however, that under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p> <p>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the <i>Lot</i>;</p> <p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p> <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p>

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to

confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

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

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

19th Century Paintings

London
Charles O' Brien
+44 20 7468 8360
New York
Madalina Lazen
+1 212 644 9108

20th Century British Art

London
Matthew Bradbury
+44 20 7468 8295

20th Century Fine Art

San Francisco
Sonja Moro
+1 415 694 9002

Aboriginal Art

Australia
Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

Los Angeles
Fredric W. Backlar
+1 323 436 5416 •

American Paintings

New York
Jennifer Jacobsen
+1 917 206 1699

Antiquities

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Francesca Hickin
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Antique Arms & Armour

London
David Williams
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Art Collections, Estates & Valuations

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Sherri Cohen
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Los Angeles
Leslie Wright
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Joseph Francaviglia
+1 323 436 5443
Lydia Ganley
+1 323 436 4496
San Francisco
Victoria Richardson
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Celeste Smith
+1 415 503 3214

Australian Art

Australia
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+61 2 8412 2222 Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+61 2 8412 2222

Books, Maps & Manuscripts

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New York
Ian Ehling
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Darren Sutherland
+1 212 461 6531
Los Angeles
Catherine Williamson
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San Francisco
Adam Stackhouse
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Fergus Gambon
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British Ceramics

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California & Western Paintings & Sculpture

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Kathy Wong
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San Francisco
Aaron Bastian
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Chinese & Asian Art

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Asaph Hyman
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Rosangela Assennato
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Edinburgh
Ian Glennie
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New York
Bruce MacLaren
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Los Angeles
Rachel Du
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New York
Jonathan Snellenburg
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Coins & Medals

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Los Angeles
Paul Song
+1 323 436 5455

Entertainment Memorabilia

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Los Angeles
Catherine Williamson
+1 323 436 5442
Dana Hawkes
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European Ceramics

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European Paintings

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Charles O' Brien
+44 20 7468 8360
New York
Madalina Lazen
+1 212 644 9108
Los Angeles
Rocco Rich
+1 323 436 5410

European Sculptures & Works of Art

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Furniture and Decorative Art

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Thomas Moore
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Los Angeles
Angela Past
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Anna Hicks
+1 323 436 5463
San Francisco
Jeffrey Smith
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Greek Art

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Golf Sporting Memorabilia

Edinburgh
Kevin McGimpsey
Hamish Wilson
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Irish Art

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Penny Day
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Impressionist & Modern Art

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India Phillips
+44 20 7468 8328
New York
Caitlyn Pickens
+1 212 644 9135
Los Angeles
Kathy Wong
+1 323 436 5415

Indian, Himalayan & Southeast Asian Art

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Edward Wilkinson
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New York
Mark Rasmussen
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Islamic & Indian Art

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Japanese Art

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Suzannah Yip
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New York
Jeff Olson
+1 212 461 6516

Jewellery

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Jean Ghika
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Emily Barber
+44 20 7468 8284
New York
Brett O'Connor
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Caroline Morrissey
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Leslie Roskind
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San Francisco
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Mechanical Music

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Jon Baddeley
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**Modern & Contemporary
African Art**

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New York
Hayley Grundy
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**Modern & Contemporary
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Nima Sagharchi
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**Modern & Contemporary
South Asian Art**

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**Modern Decorative
Art + Design**

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New York
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Dan Tolson
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Los Angeles
Jason Stein
+1 323 436 5466

Motor Cars

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New York
Rupert Banner
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Eric Minoff
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Evan Ide
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Los Angeles
Jakob Greisen
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Michael Caimano
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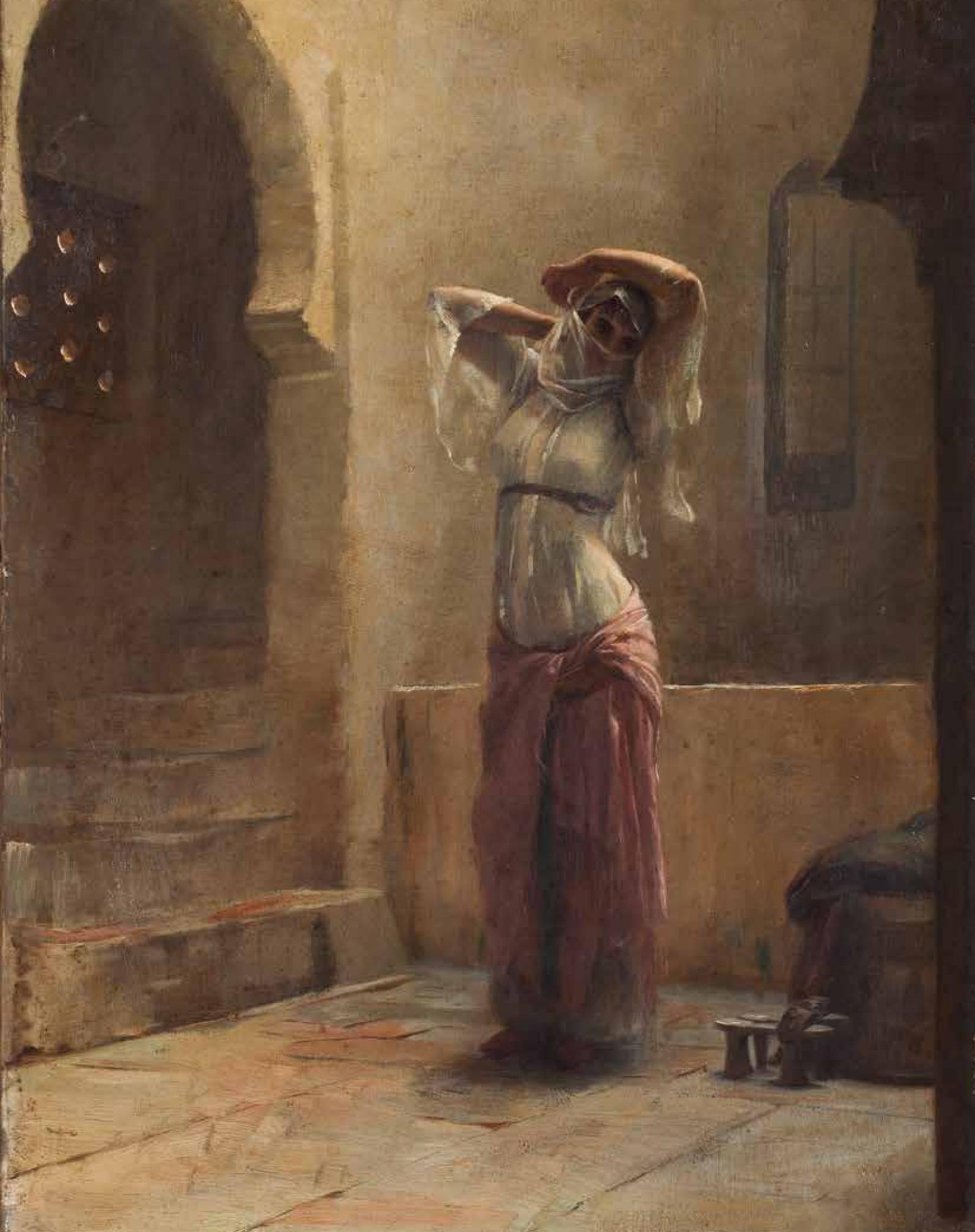
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