

# THE GREEK SALE

Tuesday 26 April 2016

ΧΕΙΜΩΝ



Bonhams

LONDON





ΑΣΤΕΡΙΑΔΗΣ 77



# THE GREEK SALE

Tuesday 26 April 2016, at 14.00  
101 New Bond Street, London

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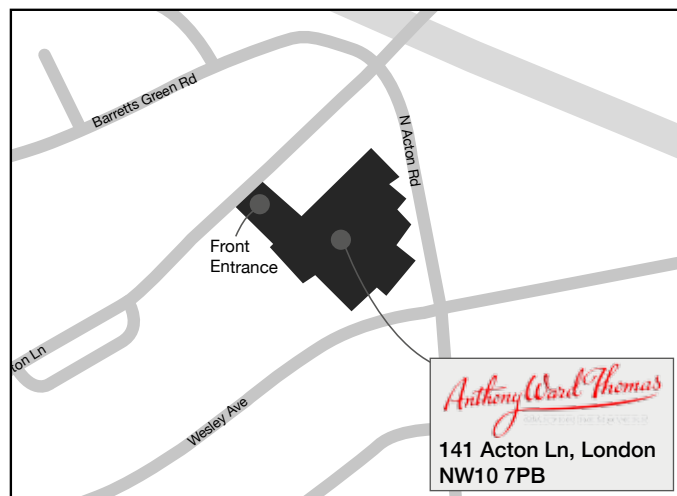
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1AR

### NIKOS ENGONOPOULOS (1910-1985)

The poet Solomos

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

oil on canvas

46.5 x 40 cm.

£20,000 - 30,000

€26,000 - 39,000

#### Provenance

Nikolaos Moutsopoulos collection, Athens.

Private collection, Athens.

#### Literature

D. Menti, *Faces and Masks*, Gutenberg editions, Athens 2007, p. 155 (referred).

K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no. 388, p. 268 (illustrated), p. 435 (illustrated).

E. Benisi, *Nikos Engonopoulos and Cityscapes*, doctoral dissertation, vol. 2, Athens 2002, p. 138 (referred).

Avgi newspaper, 20.7.2015 (discussed).

First among the poets that Engonopoulos admired and deeply respected was Dionysios Solomos<sup>1</sup>, “one of the greatest poets of all time” as he called him<sup>2</sup>, while his poetic output includes many references to his romantic forebear. However, Engonopoulos engaged in a more direct discourse with the great Solomos through his paintings, especially in the postwar period. He often quoted Solomos’s “the mind must first conceive with strength what the heart will then fervently feel,” a phrase he believed perfectly expressed the very essence of his painterly output; the combination of reason and emotion that enables the painter to “firmly anchor his subjects on the pictorial surface.”<sup>3</sup>

In our lot, Greece’s national poet is portrayed as an ancient warrior clad in a cloak of dazzling blue, wearing a golden helmet and holding a sword<sup>4</sup> in his right hand. He is standing in front of an archway reminiscent not only of Giorgio de Chirico’s arcaded piazzas but also the main square in his native Zakynthos or even the loggia of the University of Padua, where Solomos studied in the 1810s. On the cobblestone pavement, next to the figure’s feet, there is an olive branch and a scroll with a handwritten line from Solomos’s famous poem *The Free Besieged*: “And let me [gift] it without ado to the Greek world.” In this excerpt the poet is pleading with the magnanimous Mother Goddess, the idealised personification of Homeland-Freedom and his personal muse, to let him hear her voice and then offer it to Hellenism at large.

The poem *The Free Besieged*, written in demotic Greek and in the traditional non-rhyming fifteen-syllable verse, is a characteristic example of the linguistic, stylistic and expressive perfection sought by Solomos. The poem deals with one of the most important events of the Greek War of Independence, the siege and fall of Missolonghi, the town where Lord Byron died. Its main theme is the heroic exodus of the inhabitants under siege, yet that which is stressed is suffering, strength and moral freedom, as eloquently expressed by the poem’s title.<sup>5</sup>

<sup>1</sup> Dionysios Solomos (Zante 1798 - Corfu 1857), whose appearance as a poet coincides with the years of the Greek War of Independence, is generally recognized as the leading spokesman for the great values which inspired the struggling nation. He is considered the first significant Greek poet of modern times, of European stature and importance, and the founder of Modern Greek letters.

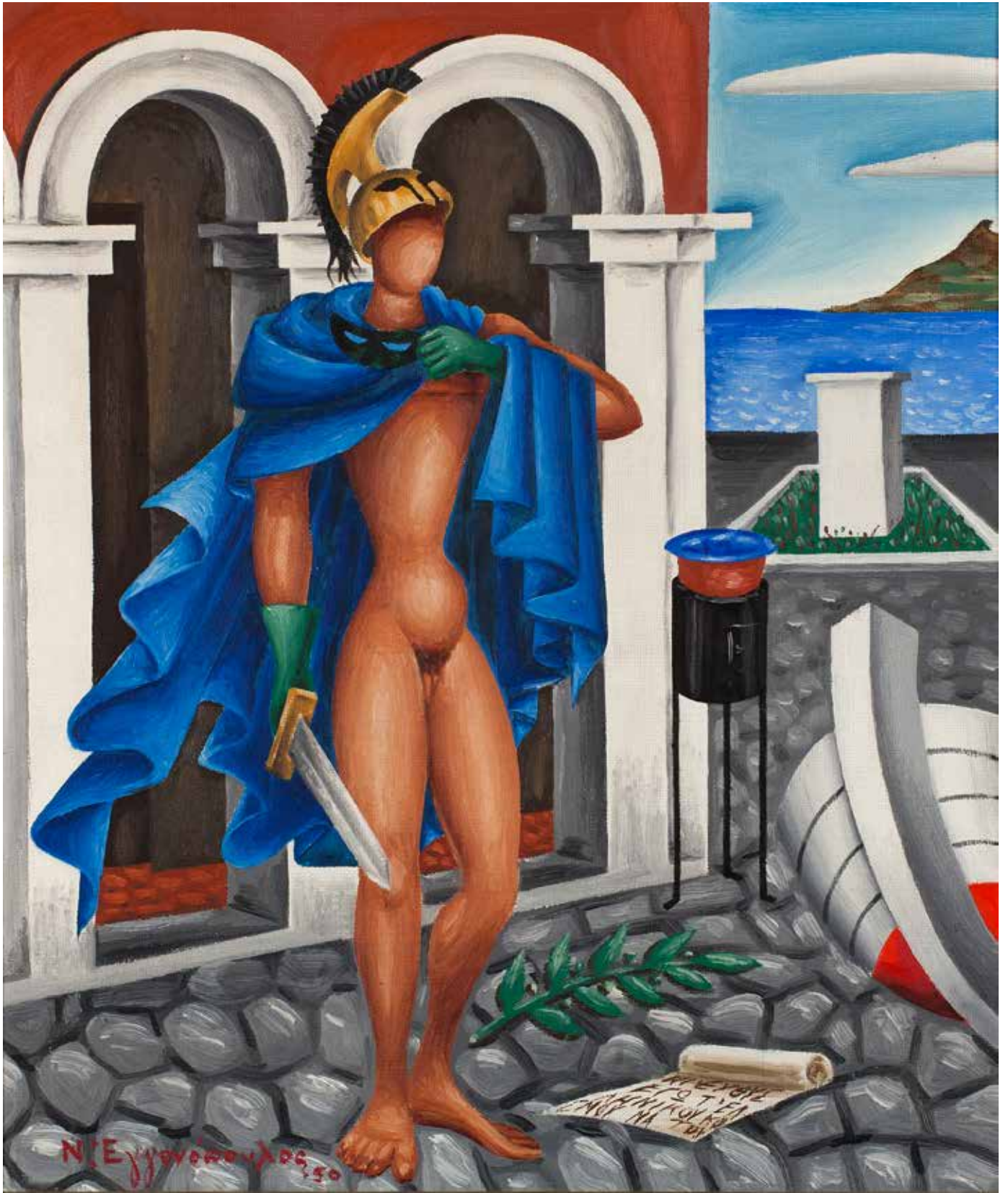
<sup>2</sup> *Nikos Engonopoulos, Prose Texts*, Ypsilon editions, Athens 1987, p. 64.

<sup>3</sup> R. Zamarou, “Echoes of Solomos in the Poet Nikos Engonopoulos” [in Greek] in *Nikos Engonopoulos, Painter and Poet*, conference minutes, Benaki Museum, Athens 2010, pp. 142-143.

<sup>4</sup> The sword held by the warrior-poet is reminiscent of the definition of Poetry by the great romantic poet Percy Bysshe Shelley: “Poetry is a sword of lightning, ever unsheathed, which consumes the scabbard that would contain it.” See M. Anthis, “Renditions of Solomos in Greek Surrealism” [in Greek], Avgi newspaper, 20.7.2015.

<sup>5</sup> See *Greece Books and Writers*, National Book Centre of Greece - Ministry of Culture, Athens 2001, pp. 94-98.







(a)

2

**THEOFILOS HADJIMICHAEL (1871-1934)**

A pair of bucolic scenes  
natural pigments on textile laid on canvas  
39 x 44 cm. (each)

(2)

£30,000 - 40,000

€39,000 - 52,000

**Provenance**

Private collection, Athens.

(a)

This luminous rural genre scene clearly reflects the artist's idea of landscape as a field of shapes and patches of colour that are integral parts of the natural environment. Everything, from the grazing sheep in the foreground to the traditional houses perched on a hill in the distance, seem to grow right out of the mountainside, allowing the painter to express an overall feeling based on pure vision and emanating from life itself.

The centre of the composition is dominated by the commanding presence of a moustachioed shepherd in the traditional fustanella kilt, the highland garb Theofilos himself wore when he left Smyrna for Athens to voluntarily enlist in the 1897 campaign against Turkey and which eventually became his signature attribute.



(b)

(b)

Besides exploring an ideal world of gallantry and heroic achievement, Theofilos also produced a number of rural genre scenes that express his lifelong fascination with Greek nature. Filtered through the artist's rich imagination, imbued with a spirit of untutored simplicity and handled with confident brushwork and vibrant colour, the natural environment is transformed into the enthusiasm sparked in him by the luxuriant vegetation. Every feature of the landscape, from the female figure and the grazing sheep in the foreground to the middle-ground shepherd carrying the ubiquitous kariofilii musket and dressed in the traditional fustanella kilt to the mountaintop chapel in the background, is an integral part of the whole, evoking a sense of home and domesticity.

Please note that due to Greek regulation, this lot cannot be exported from Greece and will be available for viewing and inspection in Athens either by appointment or during the Athens Preview, 11-14 April 2016. This painting will be located in Athens during the auction.



3

3<sup>AR</sup>

**APOSTOLOS GERALIS (1886-1983)**

Girl sewing  
signed in Greek (lower right)  
oil on canvas  
70.5 x 59.5 cm.

£5,000 - 7,000  
€6,400 - 9,000

**Provenance**

Private collection, Athens.

4

**THÉODORE JACQUES RALLI (1852-1909)**

La ceinture  
signed 'Ralli' (lower right)  
oil on panel  
27 x 16 cm.

£6,000 - 8,000  
€7,700 - 10,000

Painted before 1891.

**Provenance:**

Private collection, Athens.

**Exhibited**

Cairo, Salon, 1891.

**Literature**

M. Palioura, *The Painting Oeuvre of Theodoros Ralli (1852-1909)*, doctoral dissertation, University of Athens, Athens 2008, no. 106, vol. I, pp. 189-190 (discussed), vol. II, p. 377 (illustrated).



5<sup>AR</sup>

**SPYROS PAPALOUKAS (1892-1957)**

Megistis Lavras Monastery, Arsanas  
signed in Greek (lower right)  
oil on card laid on cardboard  
46.3 x 41.5 cm.

£20,000 - 30,000  
€26,000 - 39,000

Painted in 1924.

The work is annotated by the daughter of the artist, Mina Papaloucas (on the reverse).

**Provenance**

Acquired directly from the artist's family approx. 50 years ago by the present owner.

**Literature**

Spyros Papaloukas, *Sojourn in Mount Athos*, Agra editions, Mount Athos 2003, no. 102, p. 188 (illustrated).

Ranking among the greatest and most enduring achievements of Modern Greek art, Papaloukas' Mt. Athos output is a key chapter in the development of the painter's own aesthetic and in the evolution of Greek art in the early decades of the 20th century. As perceptively noted by art critic A. Kouria, "The works of Spyros Papaloukas with subjects taken from Mt. Athos constitute a comprehensive statement on painting and a substantial contribution to modern Greek landscape. Moreover, beyond their purely pictorial values, they are repositories of a certain ethos, an attitude of broader import. With these works Papaloukas provided a composed yet daring answer to some of the period's foremost issues, such as those related to tradition and the nation's self-knowledge." <sup>1</sup> The painter himself once questioned how an artist can create the Greek future if not thoroughly familiar with the Greek past.

In *Megistis Lavras Monastery, Arsanas*, painted during his one-year stay in the Holy Mountain in 1923-1924 accompanied by his close friend Stratis Doukas, Papaloukas undertakes to fuse the rich Byzantine tradition of town description with the doctrines of modern art. Just as if he were making a Byzantine mosaic, he emphasizes the flatness of the surface and endeavours to liberate colour from its obligation to describe reality. This perception, which is also of pivotal importance to the art of the Nabis, Cezanne and the early 20th century cubist experiments, is reminiscent of the famous saying by Maurice Denis that a painting is first and foremost a flat surface with colours which have been arranged in a certain order. As Papaloukas himself once said "up there, in Mt. Athos I clearly saw that art in all its great manifestations through the ages has always been about form and colour." <sup>2</sup>

*Megistis Lavras Monastery, Arsanas* captures the feeling of peace and serenity which has been the Holy Mountain's greatest single benediction for well over a thousand years. One could believe that its architecture is losing its structural integrity. Dematerialized, as if wanting to reach the heavens, this depiction no longer represents a specific place but reflects the infinite from whence ideal forms originate. As noted by the director of the National Gallery in Athens M. Lambraki-Plaka, "Papaloukas' expertly trained eye reveals the 'eternal becoming' of the world."<sup>3</sup>

<sup>1</sup>. A. Kouria, 'Spyros Papaloukas' Athos' in *Spyros Papaloukas /Apprenticing in Mt. Athos* [in Greek], Athos 2003, p. 22.

<sup>2</sup>. See G. Gavalaris, 'Spyros Papaloukas: Longing for Infinity' in *Spyros Papaloukas, Apprenticing in Mt. Athos* [in Greek], Athos 2003, pp. 23-30. .

<sup>3</sup>. See M. Lambraki-Plaka, 'Papaloukas' Painting' in *Spyros Papaloukas, Painting 1892-1957* [in Greek], Athens 1995, pp. 33-48.





6<sup>AR</sup>

**NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)**

Street with cart  
signed 'K.GHIKA' (lower right)

oil on canvas

46 x 35 cm.

£5,000 - 7,000

€6,400 - 9,000

Painted c. 1931.





7AR

**NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)**

Desolate beach with boats I

signed and dated 'Ghika '70' (lower left);

signed, dated and titled 'Ghika '70/desolate beach' (on the reverse)

oil on hardboard

33 x 46.5 cm.

£15,000 - 18,000

€19,000 - 23,000

Painted in Corfu in 1970.

**Literature**

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum edition, Athens 2011, no. 408, p. 227 (referred), p. 295 (illustrated).

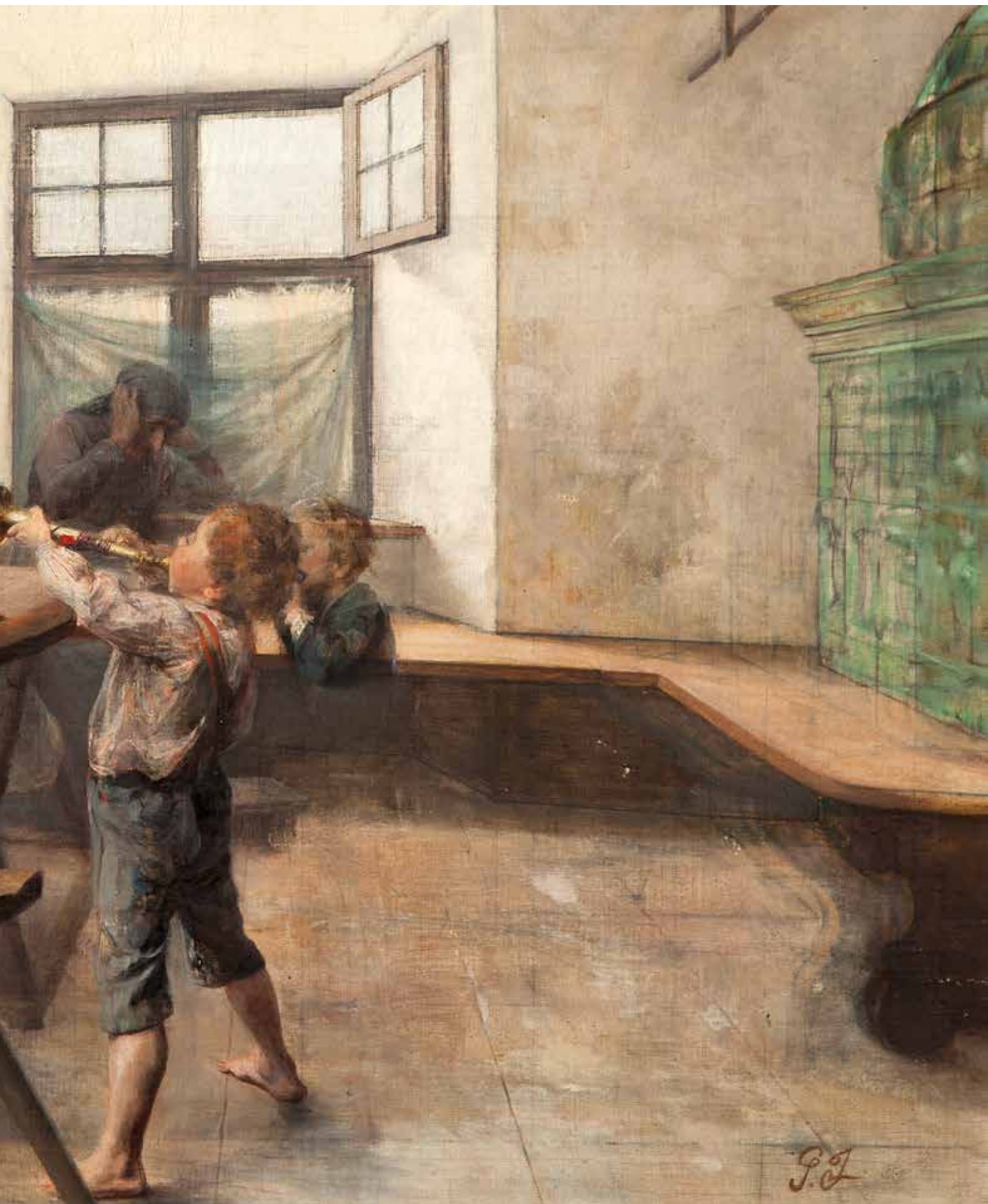
As noted by K.C. Valkana in her doctoral dissertation on Ghika, in *Desolate beach with boats I* one can easily distinguish Ghika's abstractive tendencies from the 1960s and his use of intertwined designs and stylised motifs to saturate the pictorial space.<sup>1</sup> Lines, shapes and colours spin and swirl in a cosmogonic whirlpool, building up an abstract composition of pure form. No longer distinguishable as beached boats, the nexus of lines and shapes that dominates the foreground is dynamically incorporated into the seaside landscape.

The angular geometry and ordered architectural structure that informed so many of Ghika's landscapes in the 1950s is replaced by a world subject to natural forces. In the 1970s, inspired perhaps by Japanese calligraphy's constant flow of brush and pen, the artist delved into the innermost secrets of nature and explored the landscape's constant movement and dynamic elusiveness, expressing "the most arcane nuances of the mystery of natural phenomena."<sup>2</sup>

<sup>1</sup> K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum edition, Athens 2011, p. 227.

<sup>2</sup> *Nikos Hadjikyriakos-Ghika, From the East* [in Greek], Athens 1989, p. 43.





**GEORGIOS JAKOBIDES (1852-1932)**

Children's symphony  
signed with initials (lower right)  
oil on canvas  
72 x 97 cm.

£60,000 - 80,000  
€77,000 - 100,000

Painted in 1894

**Provenance**

Private collection, Athens since 1940.  
Christie's Greek Sale of 15/12/98, Lot 24.  
Acquired from the above sale by the present owner.

**Exhibited**

Athens, National Gallery - A. Soutzos Museum, *Georgios Jakobides Retrospective*, November 14, 2005 - January 30, 2006 (listed and illustrated in the exhibition catalogue, p. 182).

**Literature**

O. Mentzafou-Polyzou, *Jakobides*, Adam editions, Athens 1999, p. 344 (listed), pp. 141-144 (discussed), p. 142 (illustrated).

One of the star lots of the auction, Children's symphony<sup>1</sup> is an important work bringing together two of Jakobides's most famous and beloved pictures, namely *Children's concert* at the National Gallery in Athens and *Children's symphony* formerly in the esteemed Loulis-Kraniotis collection.

In this tender and perceptive painting, a country house interior is depicted, in which a group of children has created an improvised orchestra for the amusement of the little girl who, supported by her mother, joyously reaches out for them, eager to embrace the magic of music. This lively scene conveys the excitement children feel when playing with simple objects, listening to new sounds or making music. Following the rules of linear perspective, the floorboard lines converge as they recede into the distance, leading the eye to the black-clad grandmother sitting on the bench before the background window. She's pressing her hands over her ears annoyed by the ruckus or even the discord of the makeshift orchestra, while on the right a big clay wood stove surrounded by a wooden bench balances the composition, its vertical form echoed by the window on the left. As noted by O. Mentzafou-Polyzou who prepared the artist's monograph, "these two elements, namely the figure of the grandmother and the right-hand extension of the interior space with the clay stove and the wooden bench, have been omitted in Children's concert, 1894, to become the subject of *Children's symphony*, which Jakobides painted two years later, in 1896."<sup>2</sup> The whole scene is set against a neutral, monochromatic background rooted in ancient Greek relief sculpture and Byzantine icon painting, accentuating the action—a signature stylistic trait of the artist's mature output.

Furthermore, the naturalistic rendering of children's bodies is matched by their well-groomed appearance, reflecting the artist's intention to position childhood within a specific social and cultural environment. However, as noted by Athens University Professor of Sociology D. Makrynioti, "Jakobides provides the children with a certain outlet, a link between socialisation and contact with nature: he intentionally leaves some body parts uncovered, especially the children's feet. The fact that the well cared-for children's attire literally ends up in naked feet, reverts the child to its natural state simultaneously offering it a means to resist the social convention of clothing and proclaim its freedom."<sup>3</sup>

In contrast to his output from the 1880s and early 1990s, Jakobides's figures, rather than being depicted close to the viewer, are pushed back into the middleground and the background, where their bodies, lit on all sides, vibrate with life and motion. The diffused light animates the surfaces, while shady areas contribute to rendering volume. With meticulous observation, wealth of detail, subtle light and shadow effects, delicate tonalities and tender minuteness of touch, the artist produced a masterful genre scene full of poignant expression, gesture and body language, endowing the picture with a sense of genuineness and lively presence.

The warmth of family scenes and the playful antics of childhood informed the art of Jakobides almost from the outset of his career. Unsurpassed draughtsman, insightful psychologist and keen observer of human nature, he established his reputation as the quintessential painter of young children -kindermaler. Friedrich Pecht, a distinguished chronicler of the Munich School, along with many other esteemed art critics of his age, had noted as early as the 1880s that Jakobides had already gained recognition in the Bavarian world, especially due to his childhood scenes.<sup>4</sup>

As the great writer Pavlos Nirvanas once said of Jakobides, "the miracle of childhood is not something that anybody can capture on canvas. A child, with its still flexible, almost unformed bone structure, undefined and fleeting form and mercurial fluidity is hardly a shape per se. It is liquid, nebulous, a play of light both inner and outer, an entity both imaginary and animate. And within this agile and ever-changing miracle there is a soul that plays and moves and transforms under the enviable glimmerings of light on a watery surface. The painters who have managed to capture this miracle 'in flight' and fix it on a flat surface, as we do with butterflies careful not to disturb a single scale from their colourful wings, are but few. One of them is Jakobides."<sup>5</sup>

<sup>1</sup>. On the left side of the canvas a vertical scale for transfer to a different size can be discerned.

<sup>2</sup>. O. Mentzafou-Polyzou, *Jakobides* [in Greek], Adam editions, Athens 1999, p. 144.

<sup>3</sup>. D. Makrynioti, "Looking for Children in the Work of Georgios Jakobides" in *Georgios Jakobides Retrospective*, exhibition catalogue, National Gallery - A. Soutzos Museum, Athens 2005, pp. 53-54.

<sup>4</sup>. H.G. Ludwig, "Georgios Jakobides and the Contemporary Artistic Scene in Munich" in *Georgios Jakobides Retrospective*, p. 37.

<sup>5</sup>. P. Nirvanas, "The Painter of Children" [in Greek], *Pinakothiki journal*, 12 (1912-13), 100-101. See also A. Kouria, *The Child in Modern Greek Art (1833-1922)* [in Greek], Dodoni editions, Athens - Yannina 1985, p. 58.





9

9<sup>AR</sup>

**THANOS TSINGOS (1914-1965)**

Red and yellow flowers on white background  
signed and dated 'TSINGOS/62' (lower right)  
oil on canvas  
60 x 73 cm.

**£7,000 - 10,000**  
**€9,000 - 13,000**

**Exhibited**

Athens, Athenian Technological Institute, *Exhibition of Paintings by Th. Tsingos 1914-1965*, April 13-30, 1965, no. 36 (listed in the exhibition catalogue).

Athens, National Gallery - A. Soutzos Museum, *Thanos Tsingos*, retrospective exhibition, July 1980, no. 146 (listed and illustrated in the exhibition catalogue).



Photos of the Thanos Tsingos Retrospective (1980) at the Athens National Gallery taken from a personal archive.

10<sup>AR</sup>

**THANOS TSINGOS (1914-1965)**

a) Colorful flowers  
signed 'Tsingos' (lower right)  
oil on canvas  
38.5 x 55 cm.

b) White and red flowers on red background  
signed and dated 'TSINGOS/62' (lower right)  
oil on canvas laid on hardboard  
30 x 40 cm.  
(2)

**£8,000 - 12,000**  
**€10,000 - 15,000**

(a)

**Exhibited**

Athens, Athenian Technological Institute, *Exhibition of Paintings by Th. Tsingos 1914-1965*, April 13-30, 1965, no. 65 (listed in the exhibition catalogue).

Athens, National Gallery - A. Soutzos Museum, *Thanos Tsingos*, retrospective exhibition, July 1980, no. 154 (listed in the exhibition catalogue).

(b)

**Exhibited**

Athens, Athenian Technological Institute, *Exhibition of Paintings by Th. Tsingos 1914-1965*, April 13-30, 1965, no. 38 (listed in the exhibition catalogue).

Athens, National Gallery - A. Soutzos Museum, *Thanos Tsingos*, retrospective exhibition, July 1980, no. 130 (listed and illustrated in the exhibition catalogue).



10(a)



10(b)

11<sup>AR</sup>

**YIANNIS TSAROUCHis (1910-1989)**

Mother and child

signed in Greek and dated '36' (upper right)

oil on canvas

99 x 62 cm.

£30,000 - 50,000

€39,000 - 64,000

**Provenance**

Private collection, Athens.

**Exhibited**

Athens, Astor Gallery, *Tsarouchis*, Retrospective Exhibition of Works from 1918 to 1940, May 2-17, 1966 (listed in the exhibition catalogue, no. 36).

Athens, Benaki Museum, *Yannis Tsarouchis 1910-1989*, December 18, 2009 - March 14, 2010, no. 67 (illustrated in the exhibition catalogue, p. 107).

**Literature**

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

A.A. Livanis editions, Athens 1989, no. 187, p. 261 (listed).

*Yannis Tsarouchis (1910-1989) Painting*, Yannis Tsarouchis Foundation, Athens 1990, no. 36 (illustrated).

Highlights magazine, no. B2, December 2002 - January 2003, p. 19 (illustrated).

In the mid-1930s Tsarouchis brought his early realism to a high degree of mastery in such works as *Mother and child*. Simplified in design and brilliant in colour, the painting combines stylistic elements from Matisse, Theofilos, Parthenis and traditional shadow puppet theatre, conveying a serene world of pure form. Reviewing the artist's work from the mid-1930s, art critic A. Xydis noted: "In 1934 Tsarouchis stopped working with Kontoglou to follow his own path. His fascination with colour and texture, and, perhaps, his predilection towards the decorative drew him to Matisse."<sup>1</sup> Indeed, the picture's broad, overlapping planes of dynamic colour, shallow compositional structure and sweeping brushstrokes recall the teachings of the great French master, conveying a striking immediacy and resilient allure.

Moreover, the young maiden's silent inflexibility and rigid, almost hieratic posture transcend the confines of the transient, alluding to *Mother and Child* depictions on Byzantine icons that raise the archetypal bonding between mother and offspring above personal experience to a level of universality. As noted by former Benaki Museum Director M. Hadjidakis, Tsarouchis's human subjects tend to become monumental figures elevated to a symbolic type full of dignity and grandeur.<sup>2</sup> What's truly amazing is that Tsarouchis imaginatively combined various representational conventions to transform a simple peasant girl into an everlasting symbol, capturing the genuineness of character which is the lifeblood of the Modern Greek spirit.<sup>3</sup>

Ever since his early childhood, Tsarouchis was fascinated by traditional local costumes from around Greece, enchanted by the variety of vibrant colours and bold schemes exhibited in the velvet and silk garments and headresses worn by the peasant women he saw in Athens each time he visited the city's centre with his mother. Beyond childhood memories, however, Tsarouchis's great interest in traditional local dresses stemmed from his dual capacity as painter and costume designer, a fascination that was further heightened following his acquaintance with Angeliki Hadjimichali, Elli Papadimitriou and Eva Palmer-Sikelianou. Unfortunately, his entire archive of dress designs and costume details was destroyed during the German occupation.<sup>4</sup>

<sup>1</sup>. A. Xydis, "Tsarouchis's Contribution in the Discovery of Greek Tradition" [in Greek], *Zygos* magazine, no 72-75, November 1961-February 1962, p. 9.

<sup>2</sup>. M. Hadjidakis, "Some Aspects of Modern Greek Art" in *Perspective of Greece*, an Atlantic Monthly Supplement, Intercultural Publications, New York 1955, p. 33.

<sup>3</sup>. See D. Kapetanakis, "Yiannis Tsarouchis, Return to Roots" [in Greek], *Nea Grammata* magazine, 1937.

<sup>4</sup>. M. Karavia, *The Thinker of Marousi, Memories and Conversations with Yannis Tsarouchis* [in Greek], Kapon editions Athens 2009, p. 74.







12<sup>AR</sup>

**DIAMANTIS DIAMANTOPOULOS (1914-1995)**

Girl with orange bow  
signed in Greek (lower right)  
oil on paper  
29 x 23 cm.

£12,000 - 18,000

€15,000 - 23,000



13<sup>AR</sup>

**DIAMANTIS DIAMANTOPOULOS (1914-1995)**

Girl

signed in Greek (lower left)

oil on canvas

32 x 20 cm.

£8,000 - 10,000

€10,000 - 13,000

**Exhibited**

Athens, Ora Gallery, *Works painted between 1978-1980*, 3-29  
November 1980, no. 33 (illustrated in the exhibition catalogue).

After living in isolation for almost 25 years D. Diamantopoulos exhibited his work at the National Gallery of Athens in 1978 and then followed up with a major show at the "Ora" gallery. The *Girl* belongs to that body of work. He places his figure in a three-quarter position against a monochromatic background. He is interested in the third dimension and he treats his figures as living entities who relate exciting stories. His distinctive rounded shapes convey a sense of kindness, honesty and humility captured in their eyes or mouths. The elliptic schematization alludes to the catholic and not the particular, while the indefinite background dispenses with the renaissance notion of the painting as a window to the world. The girl with the white jacket touches an innocent chord in us through the counterbalance of her face and hands; a naivety expressed through the simplest and yet the richest means.

14<sup>AR</sup>

**CONSTANTINOS PARTHENIS (1878-1967)**

a) Panathenaic Stadium during the Intercalated Games  
signed in Greek and dated '1906' (lower right)  
oil on canvas laid on board  
22 x 26 cm.

b) A study of flags for the Steal Treaty  
signed with initials 'C.P.' (lower right)  
crayons and pencil on paper  
28.5 x 18.5 cm.  
(2)

**£13,000 - 18,000**

**€17,000 - 23,000**

Painted c. 1950.

**Provenance**

Private collection, Athens.

**Literature (a)**

Y. Souliotis, *Costis Parthenis on Poros*, Sokolis-Kouledakis editions, Athens 2013, p. 76 (illustrated).

**Literature (b)**

Y. Souliotis, *Costis Parthenis on Poros*, Sokolis-Kouledakis editions, Athens 2013, p. 75 (illustrated).

(a)

Parthenis painted this evocative work on the occasion of the 1906 intercalated Olympic Games, held at the Panathenaic Stadium in Athens, the venue of the first Olympics of the modern era in 1896. The stadium, co-designed by the architects A. Metaxas and E. Ziller, was completely renovated with white marble from Mt. Penteli replacing the wooden and limestone seating from the 1896 Olympics. Since then the stadium has been known as Kallimarmaro, meaning "made of fine marble." The renovation included new dressing rooms for the athletes on the stadium's outer side that were accessed by a tunnel whose entrance is clearly visible on the painting along with the two double-headed herms at the curved end of the track's central spine.

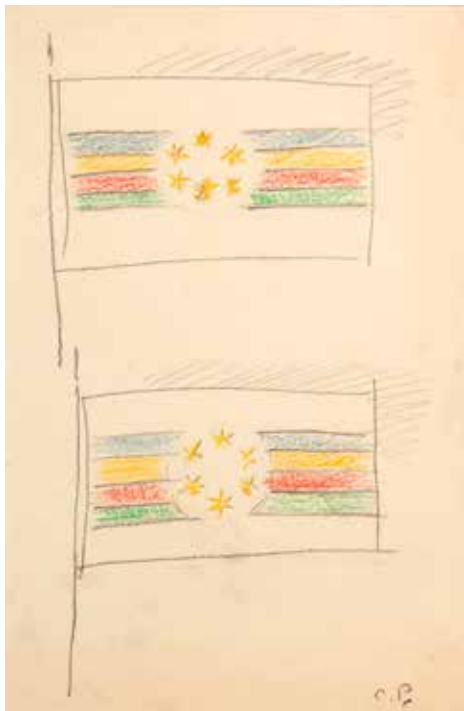
With 19 nations participating, the 1906 Games were attended by Greece's royal family who, along with other dignitaries, sat in the middle of the curved section depicted on the right hand corner. The games included an opening ceremony and, for the first time, the athletes entered the stadium as national teams, marching behind their flags shown at the upper part of the picture. As evidenced by the large crowd shown on the tiers, the intercalated games were a great success, and although they were never repeated they remained deeply ingrained in the Greek people's psyche.

(b)

This work was made on the occasion of the establishment of the European Coal and Steel Community (ECSC), an international organization considered to be the precursor of European Union. First proposed by French foreign minister Robert Schuman and established by a treaty ratified in 1952, the organisation was designed to integrate the coal and steel industries in Western Europe and prevent a future war between Germany and France, contributing towards the unification of the European countries after World War II. The original members of the ECSC, which had a validity period of 50 years, were France, West Germany, Italy, Belgium, the Netherlands, and Luxembourg, represented by six stars inscribed in a circle in a manner very similar to EU's star studded flag.



(a)



(b)

15\*

**MICHALIS ECONOMOU (1888-1933)**

Fishing boats at sunset  
signed 'M.Economou' (lower right)  
oil on board  
70 x 98.5 cm.

**£20,000 - 30,000**

**€26,000 - 39,000**

**Provenance**

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

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

An evocative work by Economou, a master of early 20th century Greek art, *Fishing boats at sunset*, possibly from the later phase of the artist's career, beautifully depicts the peaceful floating of boats in shallow waters. Although the seascape is easily identified as such, the artist's loose handling of paint, abbreviated curvilinear forms and lack of descriptive detail transform it into a highly poetic image. Here an atmosphere more like a distant, vague recollection than an actual sensory experience is generated to great effect.

*Fishing boats at sunset* prioritizes atmosphere and lyrical feeling above realistic depiction. The poetic mood that pervades is introduced by the water reflections in the foreground that lead the viewer's eye to the centre of the composition,<sup>1</sup> creating a suspension between real time and memory. "The landscape, no longer just a pictorial space, becomes an expressive-symbolic field recording the artist's emotional and intellectual response to the stimuli offered by the natural environment. Light, colour and line become the main vehicles of the artist's feelings. An ambivalent sense of presence/absence suffuses these silent images in a poetic 'timescape' where human presence is suggested rather than actually depicted."<sup>2</sup> This is achieved through the soft forms of the seascape features on the heavily worked surface, particularly in the boat and the sail. Note how the fisherman on the main boat is so integrated in the poetic atmosphere that he dissolves into his natural surroundings, partaking in the ethereal vagueness and lyrical uncertainty of space. Economou is interested in the spatial relationship between figure and surrounding space, and the pictorial unity of the figure and its environment. This need to unite figures and surroundings into a cohesive and meaningful whole -- a lifelong preoccupation of the artist -- dictates a uniform handling of energetic brushwork throughout the picture plan. In 1927, D. Kokkinos noted that the works by Economou were true works of poetry, but so masterfully rendered that their significance as paintings prevailed.

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

<sup>2</sup>. A. Kouria, *Michalis Economou* [in Greek], Adam editions, Athens 2001, pp. 106-116.





16<sup>AR</sup>

**FOTIS KONTOGLOU (1895-1965)**

Cruxifixion

signed and with dedication in Greek, dated '1961' (lower right)

tempera on hardboard

56.5 X 53 cm.

£8,000 - 12,000

€10,000 - 15,000





17<sup>AR</sup>

**POLYKLEITOS REGOS (1903-1984)**

Evangelistria, Tinos  
signed and dated 'POL.REGOS/1957' (lower right)  
egg tempera on panel  
70 x 71.5 cm.

£6,000 - 8,000  
€7,700 - 10,000

**Provenance**

Bonhams Greek Sale of 13/12/2005, Lot 128,  
Acquired from the above sale by the present owner.

**Exhibited**

Athens, Zygos Gallery, 1958, no. 21.  
Athens, National Gallery and Alexandros Soutzos Museum,  
Retrospective exhibition, 1980, no. 83  
Thessaloniki, Vafopoulou, 1983, no 47.

This charming work is more than an architectural portrait of the impressive Evangelistria Monastery on the island of Tinos. The chapel of the wonder-working Panaghia (the Virgin of Tinos) stirs the artist's imagination, leading him not only to record the natural and man-made environment but also to convey his spiritual experience. Set against the island's rugged landscape, cloudy blue skies and the distant ridges of Mykonos, the church tower, which dominates the centre of

the picture (reminiscent of the compositional structure of many works by Spyros Papaloukas), leads the eye upwards, towards the heavenly sphere. This elegant, tapering vertical structure engages in a dialogue with the horizontal form of the ship entering the harbour, accentuating the spiritual atmosphere. According to anecdotal information provided by the artist's son, Constantinos Regos, the ship transporting the faithful is the "Costakis Toyias", well known in its time for plying the Aegean routes along with its sister ship the "Moschanthi", which was slightly smaller. "On August 14, 1956, the eve of the annual celebration dedicated to the Virgin, we travelled steerage on this ship from Piraeus to Tinos (birthplace of my grandfather Nicholas Regos). In the lower left corner my father included three figures representing himself and his family with the exception of my elder brother, Nikos, either because he was absent when we visited the church or because when my father painted this picture a year later he had already been married and had a family of his own." Lovingly portrayed in the midst of an olive grove, the artist's family seems both in harmony with nature and in communion with the divine, underlining the solemnity and spiritual experience of this place of worship.

Among the first class of students to graduate from the legendary Nikos Lytras studio in 1926 and a founding member of the revived "Art Group" (Omas Technis) in the early 1930s, Polykleitos Regos evolved into a prominent figure of Greek landscape painting. Effectively combining the meticulous technique of Byzantine art with a yearning for new forms of expression, he developed a highly personal style which does not negate tradition but enriches it with the element of exploration. As a result, his enchanting works manage to alleviate realist directness with a strong lyrical element.





18<sup>AR</sup>

**NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)**

Repairing an ancient theater

signed and dated 'Ghika/82' (lower left);

signed, dated and titled "'GHIKA 1982'/Repairing an ancient theater"  
(on the reverse)

acrylic on canvas

80 x 110 cm.

£70,000 - 100,000

€90,000 - 130,000

**Provenance**

Private collection, Athens.

**Exhibited**

Athens, Gallery 3, *Hadjikyriakos-Ghika, Oils-Watercolours*, January 23  
- March 1, 1984.

**Literature**

Tachydromos magazine, no. 4 (1550), 19.1.1984, p. 65 (illustrated).

H. Livas, *Contemporary Greek Artists*, Vantage Press, New York 1993,  
p. 19 (mentioned).

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki  
Museum edition, Athens 2011, no. 553, p. 314 (illustrated).

Rich, luminous and cheerful, *Repairing an ancient theater* clearly demonstrates Ghika's ability to scrupulously study the objects around him and delve beyond their surface to capture something of their inner, immutable truth. Festive, expressive colours, simplified forms and energetic lines animate the pictorial surface, conveying the artist's fascination with ancient ruins and modern-day materials.

Starting in 1974, Ghika produced a series of paintings that depict construction materials, including wooden beams, pails of whitewash, hoes, wheelbarrows and masonry stones. (Compare *Building materials*, 1975, National Gallery, Athens). The inspiration for this extraordinary thematic category came from the construction of his summer house near the village of Sinies on the island of Corfu.<sup>1</sup> Giving new life to the grounds of an abandoned olive press, Ghika transformed it into a rustic villa that served as a family retreat.

Reviewing the artist's 1984 one-man show at Gallery 3 in Athens, which included this captivating picture, art critic H. Livas noted: "We see his latest paintings of 1982 and 1983, which have somewhat tamed the lushness of nature in his previous work. In fact, they turn back to a more austere treatment, yet rich in evocativeness. Ghika has always been fascinated by walls and rocks and these, too, are in the current show—in his *Repairing an ancient theater*."<sup>2</sup>

<sup>1</sup>. See K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum edition, Athens 2011, pp. 233-234.

<sup>2</sup>. H. Livas, *Contemporary Greek Artists*, Vantage Press, New York 1993, p. 19.





19<sup>AR</sup>

**THALIA FLORA-CARAVIA (1871-1960)**

The Nymph of Waves

signed 'Thalia Flora Caravia' (lower right)

oil on canvas

62 x 116 cm.

**£6,000 - 8,000**

**€7,700 - 10,000**

Painted c. 1910.



20<sup>AR</sup>

**SPYRIDON SCARVELLI (1868-1942) VIEW OF THE NILE**

View of the Nile  
signed 'Scarvelli' (lower left)  
oil on canvas  
85 x 135.5 cm.

**£8,000 - 12,000**

**€10,000 - 15,000**

**Provenance**

Private collection, Athens.

21  
**JEAN ALTAMOURA (1852-1878)**  
Breaking the waves  
signed 'Jean Altamura' (lower left)  
oil on canvas  
35 x 65 cm.

£10,000 - 15,000  
€13,000 - 19,000







22<sup>AR</sup>

**NIKOS ENGONOPOULOS (1910-1985)**

The hunter and the watchmaker  
signed in Greek and dated '75' (lower right)  
oil on canvas  
54 x 45 cm.

£30,000 - 40,000

€39,000 - 52,000

**Provenance**

Private collection, Athens.

**Exhibited**

Athens, 3 Gallery, *Nikos Engonopoulos*, retrospective exhibition, March 23 - April 15, 1981, no. 16.

**Literature**

K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no. 1040, p. 373 (illustrated), p. 433 (illustrated).

In a true surrealist fashion, the unexpected coexistence of a hunter and a timepiece maker in the same visual context explores the mysterious pathways of the mind, subverting the conventional ways in which rational thought perceives the world. The two figures are set against a hunter-green wall covered with clocks—a poignant allusion to Dali's famous *The persistence of memory*, while the dazzlingly blue patch of sea seen through the window and the ridge of distant hills clearly delineated in the lucid background, compose a frugally depicted yet unmistakably Greek landscape.

The visual act takes place in a shallow indoor space reminiscent of a stage set that accentuates the sense of theatricality, a key element of Engonopoulos's work. As noted by art historian P. Rigopoulou, he never hesitated to explore the correlations between theatrical and pictorial space and introduce the theatrical into his painting.<sup>1</sup> The artist himself once said: "Under the stage lights, with the most harmonious moves, in a coordinated whole, amidst colours and music, every human dream comes alive, flooding the soul with guileless joy, far from the obligations and obstacles of grim reality."<sup>2</sup>

<sup>1</sup>. P. Rigopoulou, "Nikos Engonopoulos" in D. Tsouchlou-A. Bacharian, *Stage-Setting in Modern Greek Theatre* [in Greek], Athens 1985, p. 141.

<sup>2</sup>. Written in 1961 and reprinted in N. Engonopoulos, *Works in Prose* [in Greek], Ypsilon editions, Athens 1987, p. 30.





23

23

**GEORGIOS AVLICHOS (1838-1905)**

A secret admirer

signed in Greek and dated '1894' (lower left)

oil on canvas

31 x 52.5 cm.

£10,000 - 15,000

€13,000 - 19,000

**Provenance**

Private collection, Athens.

24<sup>AR</sup>

**AGENOR ASTERIADIS (1898-1977)**

Columns of the temple of Olympian Zeus

signed in Greek and dated '933' (lower left)

oil on canvas

65.5 x 82 cm.

£10,000 - 15,000

€13,000 - 19,000

Painted in 1933.

**Provenance**

Private collection, Athens.



24

#### Exhibited

Larissa, Association of Intellectuals and Art Lovers, *Exhibition by Agenor Asteriadis*, 1934, no. 1.

Athens, Stratigopoulos Gallery, *Exhibition of Five Artists*, 1935, no. 2

Sofia, Bulgaria, Preslav Hall, *Omas Techni fifth exhibition*, 1936, no. 9.

Venice, XXII Biennale, 1940 (listed in the exhibition catalogue, no. 6, p. 256).

Athens, National Gallery - A. Soutzos Museum, *A. Asteriadis*, retrospective exhibition, 1976, no. 24 (listed in the exhibition catalogue).

Athens, Aenaon International Centre for the Visual Arts, *In Search of Greekness*, December 19, 1994 - January 31, 1995 (illustrated in the exhibition catalogue, p. 70).

Athens, City of Athens Cultural Organization, *Agenor Asteriadis*, honorary retrospective exhibition, December 3-19, 1997, no. 28 (illustrated in the exhibition catalogue).

Patras, Municipal Gallery, *Agenor Asteriadis*, retrospective exhibition, May 20 - June 20, 1998, no. 18 (illustrated in the exhibition catalogue).

Athens, Benaki Museum, *Agenor Asteriadis 1898-1977*, September 22 - November 2011, no. 37 (illustrated in the exhibition catalogue, pp. 65, 135).

#### Literature

Eleftheria, Athens, 9.9.1934.

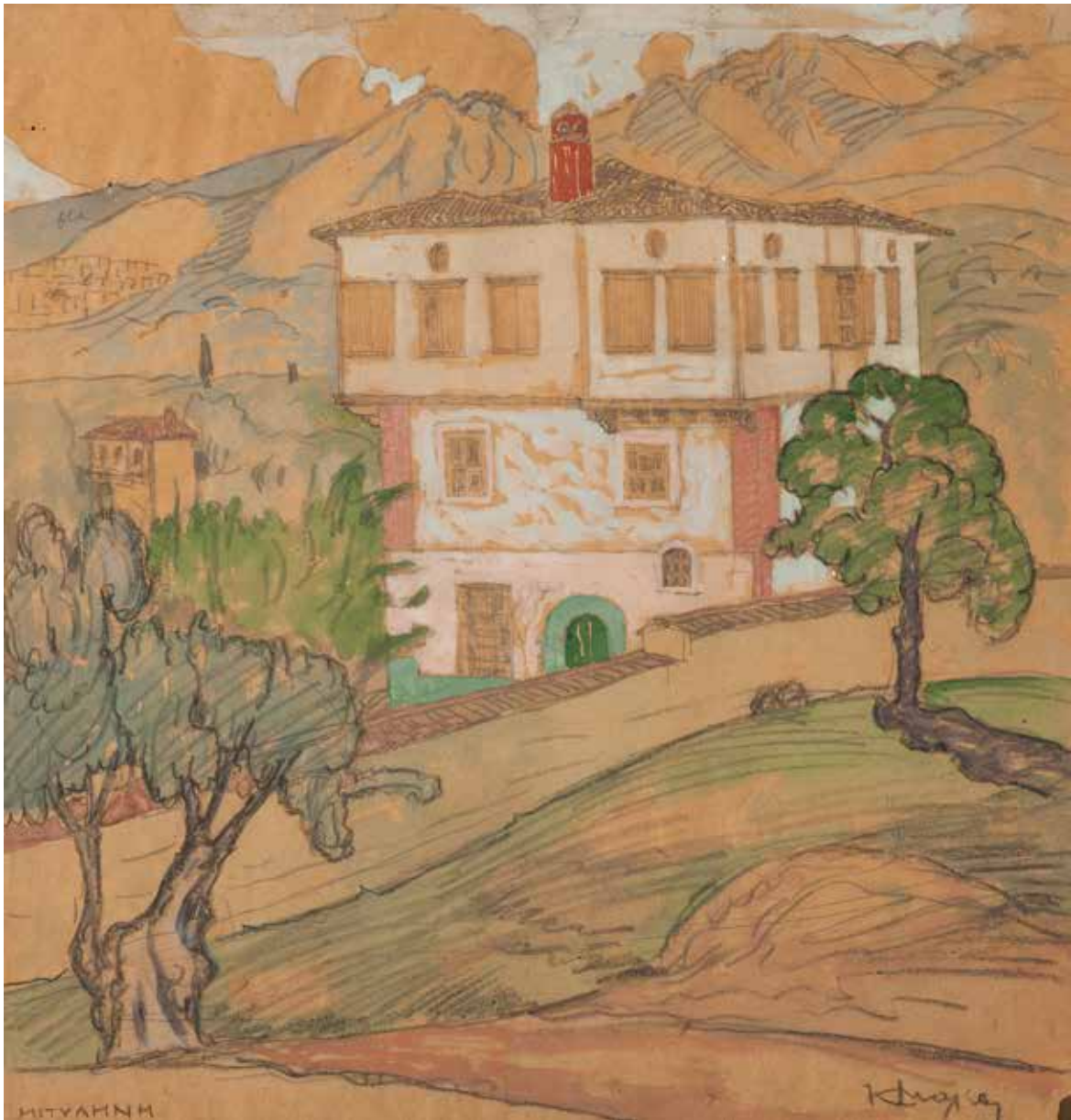
Kirika, Larissa, 23.9.1934.

E. Mathiopoulos, *Greek Participation in the Venice Biennales 1934-1940*, doctoral dissertation, vol. 3, Rethymno 1996, no. 6, p. 948 (listed).

*Agenor Asteriadis, Painting-Engraving*, City of Athens Cultural Organization edition, Athens 1998, no. 45, p. 19 (referred), p. 80 (illustrated).

While particularly inspired by the work of the Nabis, Asteriadis developed a personal manner that transcended the impressionistic insistence on fleeting sensations of light and movement to seek a lasting structure and convincing solidity of form. This painting, marked by a quest for simplicity and childhood innocence, combines Byzantine influences with folk art and modernist trends to capture the serenity and timeless splendour of the ancient Greek monuments. Reviewing his output, C. Maleas, the great master of Greek landscape painting, made the following remark: "In Asteriadis's work we perceive the artist's optimistic outlook and partake in his joy of life."<sup>1</sup>

<sup>1</sup> Eleftheros Typos daily, 30.1.1927.



25

**CONSTANTINOS MALEAS (1879-1928)**

Mansion in Mytilene  
signed in Greek (lower right)  
gouache, charcoal and pencil on paper  
31.5 x 30.5 cm.

£4,000 - 6,000

€5,200 - 7,700

Painted 1921-1923.

**Provenance**

George Mavroidis collection.  
Private collection, Athens.

The oil version of *Mansion on Mytilene* is held by the Municipal Gallery of Larissa - G.I. Katsigras Collection, while the pencil drawing version is illustrated in C. Maleas, *Images of Folk Architecture*, Athens, 1929.



26

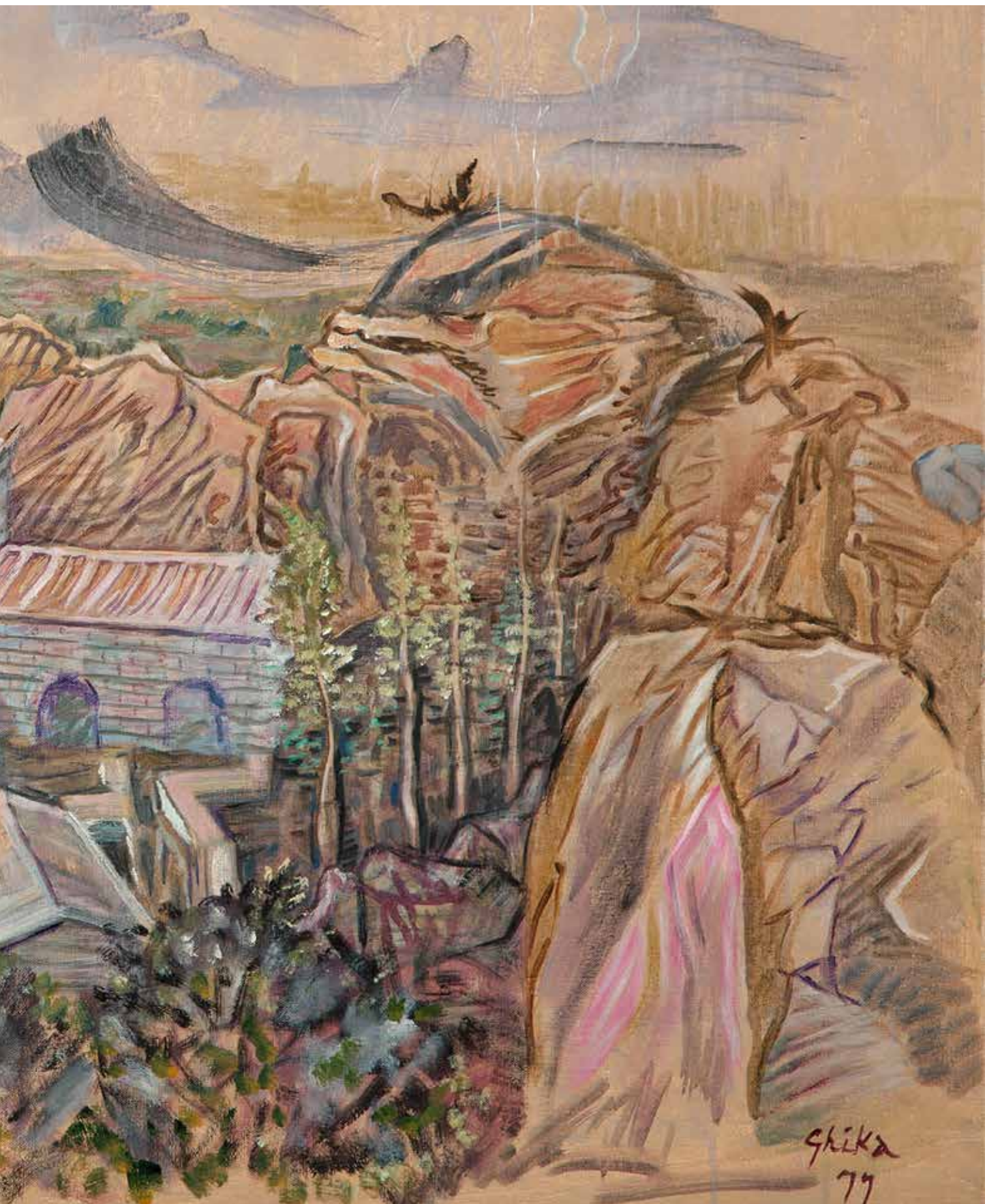
**CONSTANTINOS MALEAS (1879-1928)**

Cycladic landscape  
signed in Greek (lower right)  
oil on card  
26 x 24 cm.

£8,000 - 12,000  
€10,000 - 15,000







27<sup>AR</sup>

**NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)**

Morning mountain view

signed and dated 'Ghika/77' (lower right);

signed, dated and titled 'Ghika 77/Fresh Mountain Morning' (on the reverse)

acrylic on canvas

76 x 102 cm.

£60,000 - 80,000

€77,000 - 100,000

**Provenance**

Private collection, Athens.

**Literature**

*Nikos Hadjikyriakos-Ghika (1906-1994)*, Eleftherotypia editions, Athens 2009, pp. 210-121 (illustrated).

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum edition, Athens 2011, no. 468, p. 238 (referred), p. 309 (illustrated).

A picture glowing with amber light, *Morning mountain view* is a lacework of rhythmically orchestrated shapes captured in evocative colour and immersed in a mellow and dreamlike atmosphere. "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."<sup>1</sup>

As noted by K.C. Valkana in her doctoral dissertation on Ghika, "in works such as *Morning mountain view* the artist sought to record natural phenomena, to fully grasp the laws of nature and the landscape's unique topography and capture both its ever-changing character and its immutable essence."<sup>2</sup> By exploring the different qualities of light and atmosphere, the artist translated their fleeting impressions into a sophisticated vocabulary of form. However, Ghika was not only interested in the landscape's constant movement and dynamic elusiveness but also sought to capture its everlasting geological structure and inner truth.

Moreover, the evocative and engaging rendition of a cluster of rural dwellings in the centre of the picture accentuates the pulsating rhythm of the composition, echoing 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."<sup>3</sup>

<sup>1</sup>. Interview by E.Roditi, *The Charioteer* magazine, vol. 1, no. 2, Autumn 1960, p. 55.

<sup>2</sup>. K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre* [in Greek], Benaki Museum edition, Athens 2011, p. 238.

<sup>3</sup>. M. Michelis, "N. Hadjikyriakos-Ghika" [in Greek], *Zygos* magazine, no. 58, September 1960, p. 10.



28

**CONSTANTINOS VOLANAKIS (1837-1907)**

Fishing under the moonlight  
signed and dated '1878' (lower left)  
oil on canvas laid on card  
48 x 93 cm.

**£30,000 - 50,000**

**€39,000 - 64,000**

We are grateful to Prof. Manolis Vlachos for his assistance in confirming the authenticity of this work.

**Provenance**

Acquired directly from the artist by Dr. Pantelakis, the artist's doctor, and thence by descent to the present owner.





29<sup>AR</sup>

**YIANNIS TSAROUCCHIS (1910-1989)**

Portrait of Despina wearing a rose dress  
signed in Greek and dated '75' (upper left)  
oil on canvas  
47 x 38.5 cm.

£20,000 - 30,000

€26,000 - 39,000

**Provenance**

Acquired directly from the artist by the parents of the current owner.

**Literature**

E. Florou, *Tsarouchis - Painting*, (doctoral dissertation) vol. 1, Athens 1989, no. 927, p. 271 (listed).

E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, no. 1102, p. 287 (listed).

**"It is only when I feel free of all restraint that I want to paint portraits. Portraiture is not an objective representation of reality, but a rendering of what lies within our idiosyncratic selves [sic]."**<sup>1</sup>

Executed during the painter's sojourn in Paris in the mid-1970s, *Portrait of Despina wearing a rose dress* is a true gem of Tsarouchis' oeuvre, an exemplary representation of true elegance and refinement that captures both the artist's unique style and the sitter's powerful aura. As noted in the *Yannis Tsarouchis 1910-1989* exhibition catalogue, "by painting portraits the artist wanted not only to depict the likeness of the characteristics, but to portray, in his own words, the 'divine part of the face, that which interested him 'was the oracle of the body and the face'".<sup>2</sup> Set against a grey and ochre background, the artist's niece is portrayed from the bust up, her head slightly turned to the right. Her thick black hair is parted in the centre and pulled back to reveal delicate pink earrings and interesting facial features, emphasizing the lines of the nose and eyes, both of which have an

almost plastic quality. The beautifully rendered figure, highlighted by bold brushstrokes reflecting the sitter's strong character, conveys a sense of reserved authority and seriousness that creates a pervading tone of austerity to harmoniously match Despina's pensive look. The honesty of representation of the human body, genuineness of character and purity of form and colour give this portrait its power and directness, elevating its composition into a captivating and convincing work of modern art.

Elaborated by one of the leading painters of the Thirties generation, this peaceful and serene depiction, defined by the sitter's frontal poise, direct gaze and pronounced linearity seems to be reminiscent of Fayum portraits, which prove to be a major source of inspiration for Tsarouchis in his effort to reinterpret the age old tradition of Greco-Roman and Byzantine art in a modern and vigorous manner. As a member of the artist's family, the female figure posing in this painting ended up being a frequent image in Tsarouchis' artistic journey. In addition to her portrayal as 'Spring' in the artist's rendering of the *Four Seasons*, Despina was also the sitter for four other well-known bust-length portraits set in neutral backgrounds, dating between 1967-1976. Impeccably painted in earthy and subtle tones, the *Portrait of Despina wearing a rose dress* is highlighted by purity of form, solid outlines and confident brushwork. The work conveys a striking immediacy, echoing the facial features of a very similar portrait of the same subject wearing a pink dress with earrings and a necklace, part of the Collection of the Bank of Greece. This fine example, offered in the Bonhams sale, shows Tsarouchis' mastery as a draftsman and prodigious painter of the people, embodying once again the ideal of 'Greekness' that he so greatly explored. As noted by D. Kapetanakis, "Tsarouchis managed, with the wisdom of his art, to elevate a model posing in his studio into a symbol of the Modern Greek spirit."<sup>3</sup>

<sup>1</sup>. Yannis Tsarouchis, "The Deceased and his Portrait" in S. Skopelitis, *The Artist's Glance*, Athens, 1994.

<sup>2</sup>. *Yannis Tsarouchis 1910-1989*, exhibition catalogue, Benaki Museum, Athens 2009, p. 24. (quoting other sources)

<sup>3</sup>. D. Kapetanakis, *Yannis Tsarouchis, Return to Roots*, Nea Grammata magazine, 1937 as reprinted in *Tsarouchis* [in Greek], Zygos, Athens 1978, pp. 7-8.

Τσαρούχης 75





(a)

30<sup>AR</sup>

**GEORGIOS BOUZIANIS (1885-1959)**

a) Portrait  
oil on canvas  
46 x 42 cm.

b) Still life with fruits  
oil on canvas  
40 x 46 cm.  
(2)

**£20,000 - 30,000**  
**€26,000 - 39,000**

We are grateful to Mr. Gerhard Buzianis for his assistance in confirming the authenticity of the works.

**Provenance**

Private collection, Athens.





(b)



31<sup>AR</sup>

**SPYROS VASSILIOU (1902-1984)**

View of Patmos

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

acrylic on canvas

61 x 83 cm.

£6,000 - 8,000

€7,700 - 10,000

Painted in 1973.



32<sup>AR</sup>

**SPYROS VASSILIOU (1902-1984)**

View of Serifos

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

acrylic on canvas

60 x 81.5 cm.

**£6,000 - 8,000**

**€7,700 - 10,000**

Painted in 1973.

33<sup>AR</sup>

**CONSTANTINOS PARTHENIS (1878-1967)**

Poetry

oil on canvas

70 x 35 cm.

**£40,000 - 60,000**

**€52,000 - 77,000**

**Provenance**

The estate of the artist.

Private collection, Athens.

Unequivocally revealing Parthenis's devotion to symbolist and allegorical compositions, *Poetry* is a mesmerizing work of linear elegance, evocative palette and rhythmic pattern designed with a great deal of freedom and alluding to spiritual values, lofty ideals and timeless visions. The fact that Parthenis made a twin painting (1910-1911), now in the art collection of the National Bank of Greece, shows, as noted by Professor N. Zias, the interest the artist invested in the particular theme.<sup>1</sup> Fine, segmented lines, which echo the simplicity of ancient Greek vase painting, dematerialised curvilinear shapes, sensitive, translucent colours, bold use of large areas of raw canvas<sup>2</sup> and abstractive stylisation create a world of pure forms, conveying an uplifting feel and a conviction that poetry can elevate human consciousness to a higher spiritual sphere.

The centre of the composition is dominated by a seated young woman—the personification of Poetry as a symbol of universal order, harmony and peace—set against a shimmering blue-green background and flanked by roughly sketched buildings and structures that recall Parthenis's renowned *Annunciation*, 1910-1911, National Gallery, Athens. On the right there is a standing figure holding a scroll and in the lower left corner a minute cupid playing a lyre. To the right and to the left of the woman's head there are two floral motifs, while further up the symbolic representations of the rising sun and the setting moon draw from mythological and religious sources and balance the composition. The upper part is occupied by a winged figure—an angel—with large outstretched wings who appears as the bearer of inspiration in the vein of the ancient muse.<sup>3</sup>

Drawing from the poetic and inspiring atmosphere of the symbolist era, angels represent a recurrent theme in Parthenis's work throughout his career. Interestingly, when the artist produced works intended for worship, such as his portable *Annunciation* icon, 1919, in the collection of the National Gallery in Athens, the angel wings are given a small, conventional shape. However, in his paintings not intended for worship, they are stylised in a geometric Art Deco fashion. Moreover, these stylised wings are equal to or exceed the angel's height.<sup>4</sup> (Compare *Prayer in the Mount of Olives*, c. 1930, sold by Bonhams, Greek Sale 9.4.2014, lot 24.)

1. N. Zias, "Annunciation-Poetry" in *Constantinos Parthenis, Force-Poetry, Annunciation*, exhibition catalogue, Museum of the City of Athens, Vouros-Eutaxias Foundation, Athens 2009, p. 15.

2. "In some cases I let the canvas retain its natural tint which perfectly matches the adjacent hues to achieve the result I'm looking for." (Interview by N. Yokarinis [in Greek], *Proia* daily, 27.1.1930).

3. The subject has certain iconographical similarities with renditions of the Coronation of the Virgin in western tradition. See A. Kafetsi, *Drawings by Constantinos Parthenis in the National Gallery*, exhibition catalogue, National Gallery - A. Soutzos Museum, Athens 1989, p. 144.

4. A. Kotidis, *Modernism and Tradition in the Greek Art of the Interwar Period*, Thessaloniki 1993, pp. 128-129.



**VASILIOS CHATZIS (1870-1915)**

Seascape/The destroyer Thyella

signed in Greek (lower right)

oil on canvas

81 x 168 cm.

**£30,000 - 40,000****€39,000 - 52,000****Provenance**

Property from a European private collection.

**Literature**S. Lydakias, *The History of Modern Greek Painting, The Greek Painters* (vol. 3), Melissa editions, Athens 1976, fig. 245, p. 164 (illustrated)

Illustrated in Melissa Editions' *The Greek painters vol. 3*, this beautifully painted scene of the destroyer 'Thyella' surging through rough seas is an evocative seascape lit by a rising sun. Chatzis, a distinguished exponent of the Munich school, stood out for his dramatic depictions of life at sea, especially for their stylistic treatments. Here, his virtuoso brushwork is mainly evident in the atmosphere, the openness of the sky, mottled with travelling clouds. The jewel-like details of the choppy seas have been portrayed by the artist with effortless brilliance, combining academic principles with a vivid sense of immediacy. As a student at the Athens School of Fine Arts under N. Lytras and K. Volanakis, his works were so impressive they not only rivalled but sometimes even surpassed those of his teachers.

The son of a ship-owner, he sailed on many vessels and studied ships in great detail. In 1912-1913, during the Balkan Wars, he painted a number of exquisite naval battle scenes captured with powerful realism.<sup>1</sup> On government orders, he observed operations aboard the warships 'Averoff' and 'Miaoulis' or from the Moudros naval base on the island of Limnos, recording the glorious historical events with spontaneity, directness and strong romantic elements.<sup>2</sup>

Chatzis updated the Greek marine tradition with a break from the academic approach of the past. As stated by M. Lambraki-Plaka: 'The exodus from the shadowy workshop to the brilliant light of the outdoors was a revelation for painters. There they became aware that the image of nature was being ceaselessly transformed by the flow of time and the change of light, that strong, natural colours bore no relationship to the browns, greys, and whites of traditional landscape painting, that the academic technique, laborious and slow, was inadequate for conceiving of things in their flow and interpreting nature as a continual state of becoming and not just an event. Thus impressionism was born. (...) Their paintings glow with luminosity, pulse and colour and transmit to the viewer the vitality of euphoria'.<sup>3</sup>



1. See M. Vlachos, *The Greek Seascape Painting* [in Greek], Olkos publ. Athens 1993, p. 232.

2. See F. Yofyllis, *History of Modern Greek Art* [in Greek], vol.1, To Elliniko Viblio publ., Athens 1962, p. 206 and Z. Haidou-Lykouri, "The Pathways of the Sea Meet the Pathways of Art" in *The Sea*, exh. cat., Municipal Gallery of Athens - Hellenic Maritime Museum, Athens 2000, p. 53.

3. M. Lambraki-Plaka, ed., *Four Centuries of Greek Painting*, Athens, 1999, p. 352









36

35<sup>AR</sup>

**NIKOS KESSANLIS (1930-2004)**

Apparition

signed 'NIKOS 62' (lower left); signed, dated and titled 'NIKOS 62/  
Apparition' (on the reverse)

mixed media on canvas

140 x 80 cm.

£10,000 - 15,000

€13,000 - 19,000

**Provenance**

Private collection, Berlin.

Sotheby's Greek Sale of 11/11/2008, Lot 57.

Acquired from the above sale by the present owner.

36\*<sup>AR</sup>

**THANOS TSINGOS (1914-1965)**

Fleurs blanches

signed and dated 'TSINGOS/61' (upper left)

oil on canvas

92 X 73.5 cm.

£6,000 - 8,000

€7,700 - 10,000

37<sup>AR</sup>

### **AGENOR ASTERIDIADIS (1898-1977)**

The Country fair

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

egg tempera on hardboard

154 x 180 cm.

**£35,000 - 50,000**

**€45,000 - 64,000**

#### **Provenance**

Private collection, Athens.

#### **Exhibited**

Athens, Zygos Gallery, *Agenor Asteriadias*, 1981, no. 69.

Athens, Benaki Museum, *Agenor Asteriadias 1898-1977*, September 22 - November 2011, no. 113 (discussed and illustrated in the exhibition catalogue, pp. 42, 59, 212-213).

#### **Literature**

Eleftheria Larissis daily, 29.12.1977.

Zygos magazine, no. 48, July-August 1981, p. 25 (illustrated).

Zygos Annual Edition on the Hellenic Fine Arts, vol. 1, 1982, p. 63 (illustrated).

*Agenor Asteriadias, Painting-Engraving*, City of Athens Cultural Organization edition, Athens 1998, no. 45, p. 21 (discussed), pp. 154-155 (illustrated).

Monumental in scale, brilliant in composition and colour and disarmingly beautiful in its childlike innocence, *The Country fair* represents the culmination of Asteriadias's career.

This iconographic type of cityscape, which the artist introduced in 1954 with his Panoramic view of Thessaloniki and developed later in Larissa, 1969 (Municipal Gallery of Larissa - G.I. Katsigras Museum), Piraeus, 1973 and Maroussi, 1973 (National Gallery, Athens) here reaches its most accomplished expression. More than a typical portrait of an urban setting, this type is an iconographic convention never encountered before in Modern Greek art.

Composition wise, the painting is characterised by two distinct features: the long and detailed narrative, rarely found in other works by the artist, and the division of the narrative sequence into separate scenes and episodes depicted in rectangular frames of various sizes. In his *Country fair*, Asteriadias not only refined these features to create a convincing composition but also introduced a strong human presence that enlivens the inanimate structures. Moreover, wishing to recapitulate his past experiences in a comprehensive whole as a living testimony to both his life and work, he used various themes from some of his earlier paintings, including *Apollo Theatre*, 1975, *Flower shop*, 1973 and *Pottery workshops*, 1973, as well as earlier works such as *Balloons at a fair*, 1957, successfully combining them in a single composition.<sup>1</sup> Having assimilated the teachings of cubism and drawing from the conventions of Byzantine painting, the artist rendered not only what meets the eye but also what he knows about it. "His marvellous Country fair represents his childhood's point of view, a fresh outlook on life, his beloved places and cherished memories."<sup>2</sup>

As noted by Professor M. Vlachos, "*Country fair* is composed of a number of separate scenes in a narrative continuum set in an enclosed rectangle surrounding the two central themes of the wooden merry-go-round and the imposing Ferris wheel. Despite the conventional narrative sequence, the overall pictorial organisation is rather arbitrary. Every scene adheres to its own perspective or is depicted as a flat, two dimensional form along the rectangle's four sides. It should also be noted that the stands on three sides face inwards, while those on the bottom one face the viewer. The work's stylistic origins and the spirit that imbues it are quite evident: his childhood's point of view and joyful disposition coexist with formal conventions drawn from shadow puppet theatre, folk art and miniature handicraft."<sup>3</sup> The childlike expressive vocabulary and the deft steering of the viewer from one theme to the next undermine the rigidity of the verticals and horizontals, lending the picture a sense of graceful movement and making it one of the most delightful works of Modern Greek art ever to appear on the auction market.

1. Toward the late 1950s, Asteriadias started producing works related to urban social life and entertainment, such as *Shooting gallery*, 1958 and *Philharmonic*, 1973.

2. Eleftheria Larissis daily, 29.12.1977.

3. M. Vlachos, "Painting" in *Agenor Asteriadias, Painting-Engraving* [in Greek], City of Athens Cultural Organization edition, Athens 1998, p. 21. See also *Agenor Asteriadias 1898-1977*, exhibition catalogue, Benaki Museum, Athens 2011, p. 42.





38<sup>AR</sup>

**NIKOS KESSANLIS (1930-2004)**

Rencontre

signed and dated 'NIKOS 63' (lower right); signed, dated and inscribed

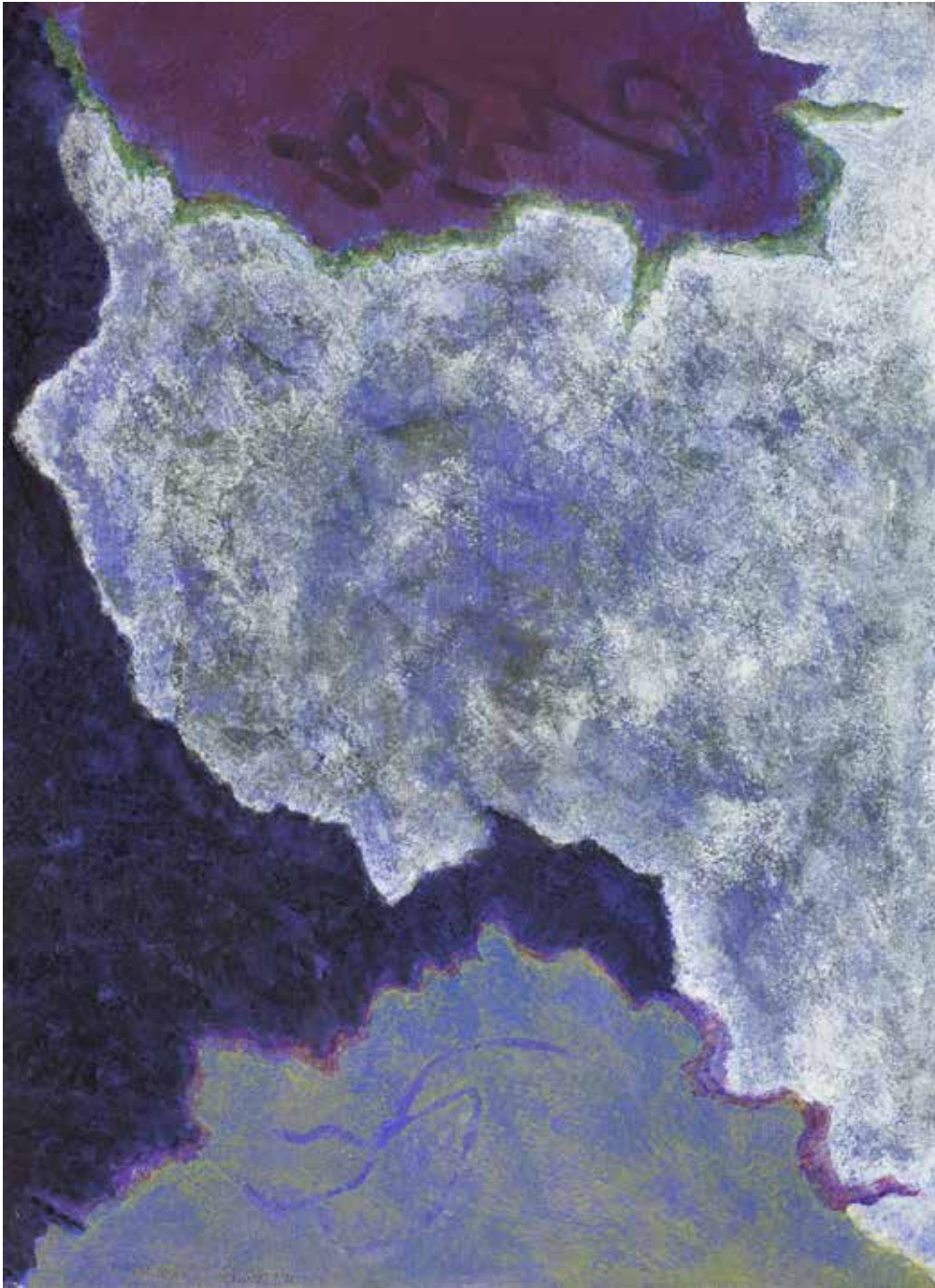
'NIKOS/1963/PARIS/«Rencontre»' (on the reverse)

mixed media on canvas

193,5 x 114,5 cm.

£8,000 - 12,000

€10,000 - 15,000



39<sup>AR</sup>

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

Infinity field  
signed, titled and dated 'Infinity field, Jerusalem Series 1984/ΣtAMOS'  
(on the reverse);  
bearing also dedication dated '91 (on the front lower left)  
acrylic on paper  
77 x 56.5 cm.

£6,000 - 8,000  
€7,700 - 10,000

**Provenance**

Acquired directly from the artist by the present owner.



40<sup>AR</sup>

**GEORGIOS BOUZIANIS (1885-1959)**

Stilleben

signed 'Jo Buzianis' (lower right);

also signed and titled (on the passe partout)

watercolour on paper

27 x 36 cm.

£5,000 - 7,000

€6,400 - 9,000

**Provenance**

Acquired from the artist's niece, D.Daniil Maniati, in 1981.



a



b



c



d



e



f

41<sup>AR</sup>

**GEORGIOS BOUZIANIS (1885-1959)**

A collection of six drawings

a) The conversation  
signed with initials (lower right); signed and inscribed 'Jo Buzianis/  
Muenchen Gaespraech' (on the pass partout)  
coloured pencils on paper  
22 x 22 cm.

b) House  
signed 'Buzianis' (lower left)  
watercolour and pencil on paper  
11 x 15.5 cm.

c) Self portrait  
pencil on paper  
15 x 9 cm.

d) Female nude  
signed (lower right)  
pencil on paper  
17.5 x 13.7 cm.

e) Two figures  
signed (lower right)  
pencil on paper  
13.7 x 17.8 cm.

f) Man with glasses  
signed (lower left)  
pencil on paper  
18 x 14 cm.  
(6)

**£5,000 - 6,000**  
**€6,400 - 7,700**

**Provenance**

Acquired from D. Daniil Maniati, the artist's niece, in 1981.

**Literature (d)**

G. Mourellos, *Bouzianis ou à la recherche de l'humain*, Nefeli - The Friends of Bouzianis edition, Athens 1985, no. 17, p. 60 (illustrated).

**Literature (f)**

*Bouzianis Drawings*, The Friends of Bouzianis edition, Athens 1962, no. 37 (illustrated)..

42<sup>AR</sup>

**YIANNIS SPYROPOULOS (1912-1990)**

Synthesis N

signed in Greek (lower right)

oil in canvas

60.5 x 80.5 cm.

£18,000 - 25,000

€23,000 - 32,000

Painted in 1959.

**Provenance**

Bonhams, The Greek Sale, 10 Nov 2008, lot 55.

Acquired from the above by the present owner.

**Literature**

Y. Papaioannou, *Yannis Spyropoulos - Monograph*, Yannis and Zoe Spyropoulos Foundation, Athens 2010, no. 491b, p. 370 (listed), p. 222 (referred), p. 219 (illustrated).

A powerful mixture of simplicity and sophistication and a wise conciliation between gestural brushwork and sturdy compositional structure, this captivating work offers a commanding display of technical discipline and intuitive expression. Planes, surfaces and textures are meticulously analysed by dark structural outlines, while intense counterbalancing forces and energetic shapes are articulated into a serene and robust geometrical structure set in motion by circular gestural marks that endow the composition with an improvised yet coherent inner rhythm.<sup>1</sup> "The Greek scenery with its architecture of masonry fences, arches, courtyards and dry stone walls, observed from afar as outlined geometrical shapes, constituted the onset of visual stimulation before becoming a painterly proposal."<sup>2</sup>

This beautiful canvas also reflects Spyropoulos' deep interest in Byzantine art. Professor C. Christou notes: "The golden-yellow colour that comes to dominate the work of Spyropoulos by 1960 and which in essence reflects nothing more than the presence of sunlight, or rather Greek light, is something he finds around and within himself, in the past from which he hails and the present where he belongs. It reveals the influence of the Byzantine icon painting he grew up with and his familiarity with the Greek light under which he lives, while at the same time his work expresses the intricate nature of modern artistic creation."<sup>3</sup>

Yiannis Spyropoulos was the first Greek painter who, while residing permanently in Greece, managed to attain an illustrious international career, highlighted by his participation in the 1960 Venice Biennale, where he was awarded the UNESCO prize. His works, which represent the most advanced and mature aspect of Greek abstraction, have been included in prestigious private collections around the globe -particularly in America where this painting comes from- and exhibited at the most important European and American museums of modern art.<sup>4</sup>

<sup>1</sup>. See E. Ferentinou, "Jannis Spyropoulos" [in Greek], *Zygos* magazine, no.32, July 1958, p. 18.

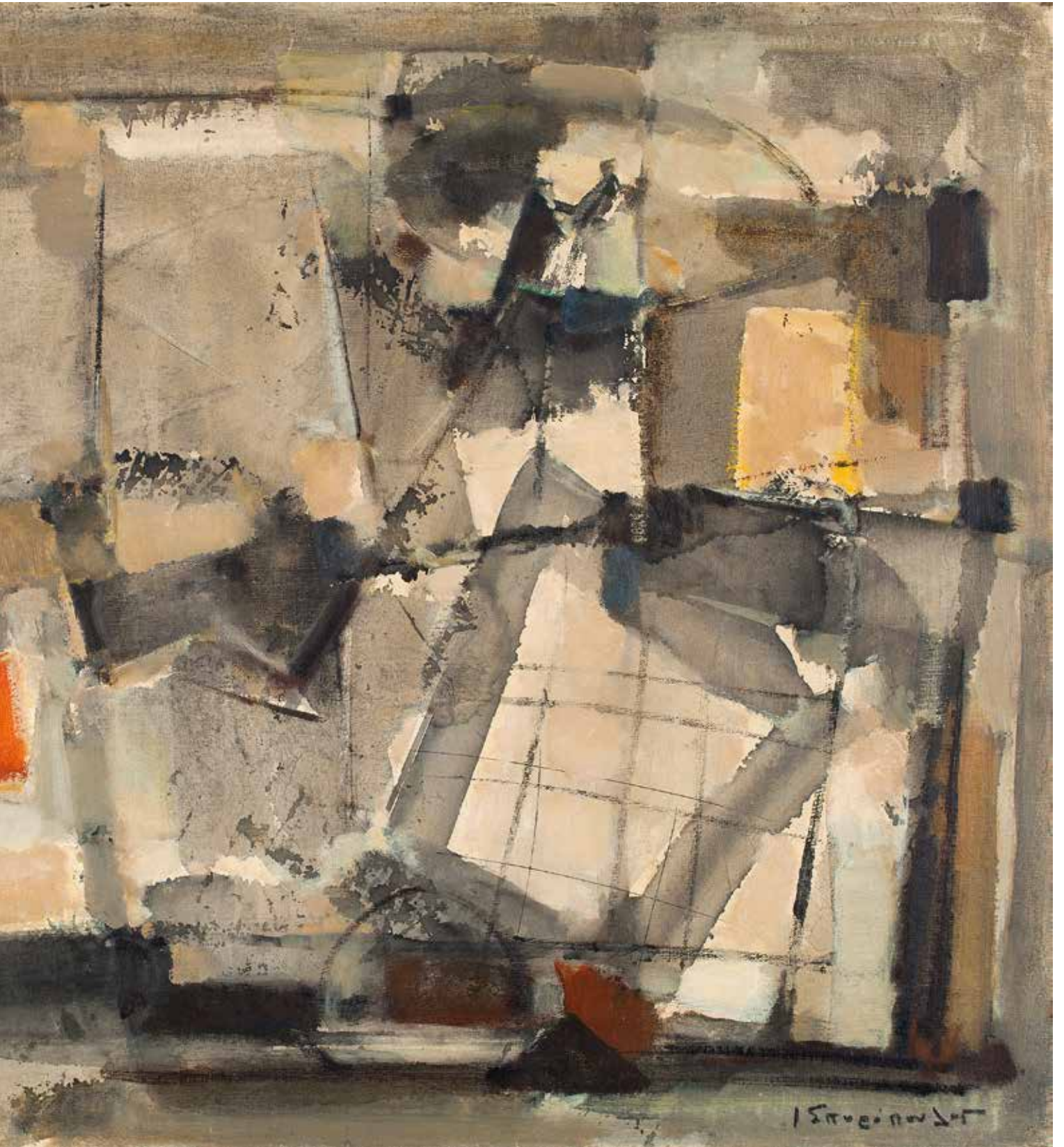
<sup>2</sup>. L. Tsikouta, "Processes, Influences, Assimilations, Personal Idiom, Birth of an Artwork: The Case of Jannis Spyropoulos" in *Jannis Spyropoulos, The Classicist of Abstraction*, exhibition catalogue, National Gallery – A. Soutzos Museum, Athens 1995, p. 141.

<sup>3</sup>. C. Christou, *Jannis Spyropoulos* [in Greek], Athens 1962, p. 158.

<sup>4</sup>. See H. Kambouridis - G. Levounis, *Modern Greek Art, The 20th Century*, Athens 1999, pp. 156-158.







43<sup>AR</sup>

**NIKOS ENGONOPOULOS (1910-1985)**

Improvisateur s' exerçant au rôle d' Orphée  
signed in Greek and dated '63' (lower right)  
oil on canvas  
57 x 43 cm.

£30,000 - 50,000  
€39,000 - 64,000

Painted in 1963.

**Provenance**

Private collection, Athens.

**Exhibited**

Athens, 3 Gallery, *Nikos Engonopoulos*, retrospective exhibition, March 23 - April 15, 1981, no. 38.

**Literature**

Encyclopedia Domi, Domi Editions, Athens 1970, vol. 5, p. 353 (illustrated).

Epipto+Fos magazine, no. 2, 1981, p. 94 (illustrated).

Pantheon magazine, no. 774, 1983, p. 27 (illustrated).

Pantheon magazine, 19.11.1985, p. 12 (illustrated).

Clip from Greek magazine, c. 1980s (illustrated).

K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no. 824, p. 339 (illustrated), p. 433 (illustrated).

Orpheus held a particular fascination for Engonopoulos, who depicted him many times over a period of more than thirty years, often adopting him as his own persona.<sup>1</sup>The son of Apollo, the god of music, and Calliope, the muse of epic and elegiac poetry, Orpheus was an exceptionally able musician and singer. The tradition relates that when he played his lyre and sang, the wild beasts grew tame, the fish came out of the water and even the trees turned towards him. It is his musical prowess that most of the myths surrounding him are related to, the most well-known being his descent into Hades to bring his beloved wife Eurydice back from the dead.

As noted by the great German-American philosopher Herbert Marcuse, "Orpheus is the archetype of the poet as liberator and creator; he establishes higher order in the world - an order without repression. In his person, art, freedom and culture are eternally combined. He is the poet of redemption, the god who brings peace and salvation by pacifying man and nature, not through force but through song."<sup>2</sup> Both C. Parthenis, whose student Engonopoulos once was, and G. de Chirico, who was his cardinal influence, were extensively involved with Orpheus.

Here, a masked man with a feathered hat in a dazzlingly purple chlamys and surrealistically conceived boots of fiery orange plays the violin, assuming the role of an unconventional Orpheus. Implementing unexpected juxtapositions of objects and undermining the accepted narrative cohesion of images, the artist explores the uncharted trails of the mind and creates a dreamlike atmosphere, introducing the viewer to an enigmatic world of poetic metaphor.

The lamp, a distinct and recurring theme in Engonopoulos's work with symbolic overtones (compare *Hora Ruit*, 1939), illuminates the sheet music helping the hero play the violin, much the same way as the lamp in his *Scholiasts* of a future text (Bonhams, Greek Sale 9.4.2014 lot 27) illuminated the book the three scholars were reading.<sup>3</sup> Moreover, its rounded form echoes the round tabletop and the mysterious hole on the floor, while it is juxtaposed with the straight lines of the cube-like interior. The travelling clouds seen through the rectangular opening on the background wall recall the verses from the artist's poem Orpheus: once - while the sun / was setting - / he noticed up in the sky's blue / enchanting oblong / clouds / - about which in Kavouri a gendarme / as if repentant once exclaimed: / "lo and behold, Engonopoulos's clouds!"

<sup>1</sup>. See R. Zamarou, *The Poet Nikos Engonopoulos, a Visit of Places and Figures* [in Greek], Kardamitsa editions, Athens 1996, p. 57.

<sup>2</sup>. H. Marcuse, *Eros and Civilization*.

<sup>3</sup>. See E. Benisi, *Nikos Engonopoulos and Cityscapes* [in Greek], doctoral dissertation, vo. 1, Athens 2002, p. 164.



44<sup>AR</sup>

**NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)**

Balcony with griffons  
signed and dated 'GHIKA 55' (upper centre)  
oil on hardboard  
40 x 30 cm.

**£18,000 - 25,000**

**€23,000 - 32,000**

Painted in 1955.

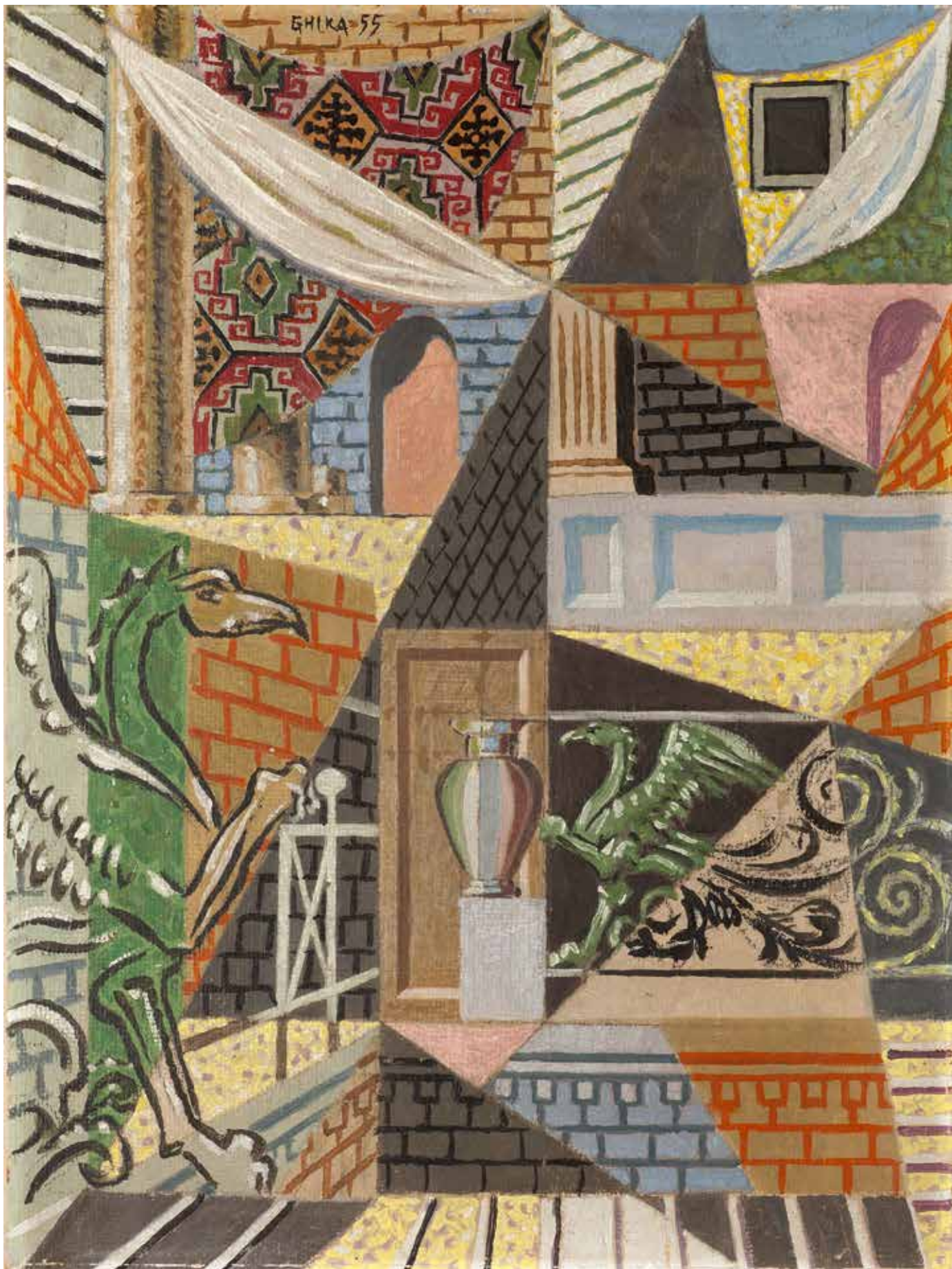
**Provenance**

Private collection, Athens.

Belonging to Ghika's famed and much sought after Balcony series (1954-1955), *Balcony with griffons* is a kaleidoscope of geometric shapes and lucid colours, combining memories of the artist's Cretan garden series from 1952-1953 with his vision of the quaint Athenian neighborhood of Plaka, where he resided since the early 1940s. A 1954 Athenian balcony, included in the artist's first postwar Paris exhibition held at the now legendary Galerie des Cahiers d'Art in 1954, was purchased by the Musée National d'Art Moderne.

While drawing from the fragmented planes and spatial distortions of cubism (compare F. Leger, *The Balluster*, 1925, Museum of Modern Art, New York), Ghika alluded to the enduring character of the Greek schema, which according to the painter himself, has always been geometric, whether in antiquity, the Byzantine era or folk art.<sup>1</sup> The characteristic wrought iron railings with griffon motifs are interweaved with masonry wall fragments of various sizes and materials, while the picture is further animated by the inclusion of drapery hangings, introduced by Ghika in *Kiosk*, 1940, which with their round shapes and straight lines connect the various planes and forms, playing an important compositional role. Despite the fragmented planes, angular shapes, twisted diagonals and tangled verticals, the painted image remains recognizable as a typical balcony of an elegant neoclassical mansion in Athens, evoking the elegance and splendour of a golden past.

<sup>1</sup>. N. Hadjikyriakos-Ghika, "On Greek Art" [in Greek], Neon Kratos journal, no. 5, January 1938.





45<sup>AR</sup>

**MARIOS PRASSINOS (1916-1985)**

Marine 2 Kouzounos

signed and dated 'Prassinos/58' (upper right);

dated and inscribed 'PARIS/NOV/58/MARINE/2/KOUZOUNOS' (on the reverse)

oil on canvas

80.5 116 cm.

£5,000 - 7,000

€6,400 - 9,000

**Exhibited**

Wuppertal, Staedtisches Museum, *Mario Prassinos*, 1960, Marine II  
Arnhem, Gemeentemuseum, *Mario Prassinos*, 1963 no. 8 (as  
Kouzounos)

Breda, de Beyerd cultureel centrum, *Prassinos*, 1963, no. 8 (as  
Kouzounos)

Syros, Cultural Center, *Marios Prassinos Retrospective 1935 – 1985*,  
August – September 2008, (illustrated in the exhibition catalogue).



46<sup>AR</sup>

**THANOS TSINGOS (1914-1965)**

Flowers on grey background  
signed 'Tsingos' (lower right)

oil on canvas  
73.5 x 92 cm.

£12,000 - 18,000

€15,000 - 23,000

47<sup>AR</sup>

### YIANNIS TSAROUCHEIS (1910-1989)

Winter

signed and inscribed in Greek and dated 1968 (lower left)

oil on canvas

152 x 111.5 cm.

£120,000 - 180,000

€150,000 - 230,000

#### Provenance

Property of a Private European Family Collection.

#### Literature

E. Florou, *Tsarouchis - Painting*, (doctoral dissertation) vol. 1, Athens 1989, no. 701, p. 255 (listed).

E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, no. 819, p. 280 (listed).

Silently immobile in shallow space like a Christian saint in a Byzantine icon or an Olympian god on the pediment of an ancient Greek temple, Tsarouchis's personification of winter celebrates the purely pictorial realisation of a symbol's everlasting value. This imposing figure, whose striking immediacy, sculpturesque clarity and commanding presence make it a great example of the artist's signature male subjects, was painted in the artist's Paris studio in Montrouge in 1968 and shortly after was included in his grand *Four seasons* composition commissioned by the collector Constantinos Doxiadis in 1966-67, which was executed between 1968 and 1969.<sup>1</sup>

Standing behind a wooden table, the monumental male figure is clutching a grey-green raincoat that covers his nude body, with the sleeves hanging loosely on both sides. The figure is set behind a group of still life objects—four luscious oranges, a handful of dried nuts and a white earthenware vase with violets—that allude to the sitter's symbolic identity, much the same way as in ancient Greek and Renaissance works, comprising a modern-day Greek mythology.<sup>2</sup> On the upper left, over the inscription in Greek that reads Winter, looms an ominous grey cloud, while the fiery red of a backdrop coverlet enlivens the scene.<sup>3</sup>

Painted in earthy colours highlighted by solid outlines, the standing figure is set against a dark background reminiscent of many works by Giovanni Bellini (compare *Pieta with Four Angels*, 1470-1475, Pinacoteca Comunale, Rimini), while the whole composition is framed by a rectangular Prussian-blue border echoing the wooden stands used in country fairs and farmer markets. The use of flat monochromatic backdrops interrupted by pronounced vertical elements is a typical Hellenistic-Roman layout found in Villa dei Misteri in southern Italy as well as in the *Aldobrandini Wedding fresco* from the 1st century BC.

Rendering his allegorical portrait with truthfulness of vision and genuineness of character, as well as a worshipful disposition and an air of idealization, while employing well established art historical conventions that demonstrate his intimate familiarity with the European artistic tradition, Tsarouchis managed to elevate a model posing in his studio into a symbol of the Modern Greek spirit.<sup>4</sup> "Tsarouchis draws on allegory—a rhetorical mode used as a cryptic form of artistic expression in Italian Renaissance and Baroque paintings—not simply so as to give an aesthetic dimension to an abstract concept through a specific form, but rather to make the most of its narrative and image-making abilities. As a typical rhetorical scheme of old master paintings, it invests his work with an aura of classicism."<sup>5</sup> Tsarouchis himself has said that when he painted the personifications of the four seasons he was influenced by the 17th and 18th century old master paintings he saw in French museums, blending age-old techniques with his personal artistic visions.<sup>6</sup>

1. See Y. Tsarouchis, "The Four Seasons" in *The Stone Rejected by the Builders* [in Greek], Kastaniotis editions, Athens 1989, pp. 149-152; *Ioannis Tsarouchis by Alexios Savvakis* [in Greek], Kastaniotis editions, Athens 1993, p. 34.

2. See Y. Tsarouchis, "Torniamo all Antico, e Sara' un Progresso", exhibition catalogue, Il Gabbiano gallery, Rome 1974.

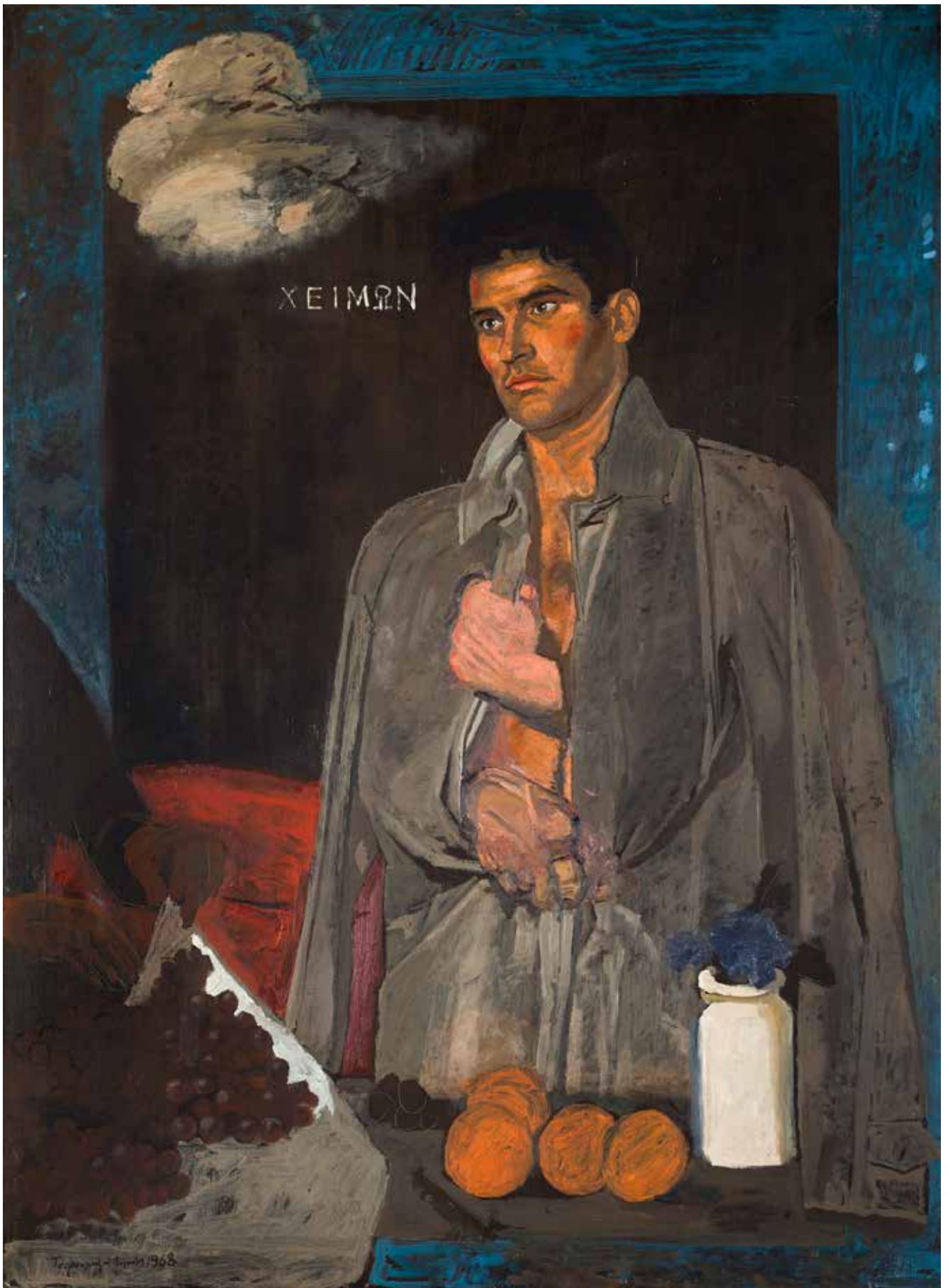
3. See A. Xydis, "Tsarouchis's Four Seasons" [in Greek] in *Ioniki-Laiki Bank 1974 calendar*, Athens 1973.

4. See D. Kapetanakis, "Yannis Tsarouchis, Return to Roots", *Nea Grammata* magazine, 1937 as reprinted in *Tsarouchis* [in Greek], Zygos, Athens 1978, pp. 7-8.

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

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







48

48<sup>AR</sup>

**SPYROS VASSILIOU (1902-1984)**

Gathering in Eretria  
 signed in Greek and dated '72' (lower right)  
 acrylic on canvas  
 81 x 116 cm.

£10,000 - 15,000  
 €13,000 - 19,000

**Provenance**

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

49<sup>AR</sup>

**NIKOS ENGONOPOULOS (1910-1985)**

House in Northern Greece  
 signed in Greek and dated '47' (lower right)  
 tempera on paper  
 41 x 35 cm.

£12,000 - 18,000  
 €15,000 - 23,000

Painted in 1947.



50

**THEOFILOS HADJIMICHAEL (1871-1934)**

Saint George

inscribed with title in Greek (on the upper part)

natural pigments on canvas laid on board

40.5 x 52 cm.

**£20,000 - 30,000**

**€26,000 - 39,000**

**Provenance**

Private collection, Athens.

Christie's Greek Sale of 15/12/98, Lot 42.

Acquired from the above sale by the present owner.

Mighty and handsome as Jason slaying the flame-breathing dragon or regal Achilles rushing triumphantly towards the walls of Troy, Theofilos's *Saint George* reflects the painter's deep sense of Greekness as a continuous cultural entity from ancient times to the Christian era.

Following the widespread post-Byzantine iconography<sup>1</sup>, the martial saint on horseback thrusts with his raised hand the spear into the open mouth of the dragon, who winds his tail around the hind legs of the steed. The youthful saint wears a golden cuirass and a magnificent purple chlamys that blows in the morning wind. The motif of the child with a pitcher in his hand seated on the horse's rump refers to the miraculous intervention of the saint who freed a little slave while he was serving his master wine somewhere far away and brought him safely back to his mother on the island of Lesbos. On the right rises the royal palace with the young princess who was rescued from the dragon standing in the arched entrance. On the balcony above, the royal couple follow the action, with the king stretching out his arm to offer the saint the keys to the city.

<sup>1</sup>. The subject of Saint George killing the dragon has a Byzantine origin first found in 12th c. wall paintings. In the mid-15th century the artist Angelos rethought the composition, introducing Italian quattrocento elements.

**Please note that due to Greek regulation, this lot cannot be exported from Greece and will be available for viewing and inspection in Athens either by appointment or during the Athens Preview, 11-14 April 2016. This painting will be located in Athens during the auction.**





51\* AR

**ALECOS CONDOPOULOS (1905-1975)**

Les environs

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

oil on canvas

100 x 110 cm.

£10,000 - 15,000

€13,000 - 19,000

**Provenance**

Acquired by the parents of the present owner from the Forsythe gallery in Ann Arbor in 1968.



52<sup>AR</sup>

**ALECOS CONDOPOULOS (1905-1975)**

The green tree  
signed in Greek (lower left);  
signed and titled in Greek and dated '1973' (on the reverse)  
oil on canvas  
80 x 60 cm.

£8,000 - 12,000

€10,000 - 15,000

**Provenance**

Acquired directly from the artist by the parents of the current owner.



53<sup>AR</sup>

**YANNIS GAÏTIS (1923-1984)**

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

£5,000 - 7,000  
€6,400 - 9,000

Painted in 1968.

**Provenance**

Private collection, Athens

**Literature**

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





54<sup>AR</sup>

**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

€9,000 - 13,000

Painted in 1982.

**Provenance**

Zoumboulakis Galleries, Athens.

Acquired from the above by the present owner.

55<sup>AR</sup>

**NIKOS ENGONOPOULOS (1910-1985)**

Spadassin dans la forêt/Sword bearer in the forest

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

oil on canvas

41 x 33 cm.

£20,000 - 30,000

€26,000 - 39,000

**Provenance**

Private collection, Athens.

**Exhibited**

Nicosia, Cyprus, Churchill Gallery, *Contemporary Greek Painters*,  
December 16 - January 16, 1985.

**Literature**

K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*,  
exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens  
2007, no. 684, p. 316 (illustrated), p. 469 (illustrated).

The protagonist of an artistic vision drawn from the heroism and romance of a bygone era, a young knight in a marvellous, brilliantly coloured renaissance costume, practices with his mighty sword in a wedge of barren land stretching between the enamel-like fiery red wall of a tall building that echoes similar structures in works by Parthenis<sup>1</sup> and the robust age-old tree trunks of a nearby forest that convey an equally commanding presence. Lean and elegant, Engonopoulos's figure is reminiscent of the Minoans immortalised on the Knossos frescoes while alluding to the tall and slender formula of the Byzantine saints also evident in El Greco's work.<sup>2</sup>

Engonopoulos, who had designed colourful costumes for many theatrical performances, had been involved with fashion from an early age, publishing the magazine *La Mode Grecque* in French and German. However, there are hardly any references to contemporary fashion in his work, as he deliberately ignored the fashion trends of his era, consistently alluding to bygone times, to collective symbols from various key moments and junctures in history.<sup>3</sup>

<sup>1</sup>. See E. Benisi, *Nikos Engonopoulos and Cityscapes* [in Greek], doctoral dissertation, vo. 1, Athens 2002, p. 79.

<sup>2</sup>. See M. Lambraki-Plaka "The Timeless Pantheon of Nikos Engonopoulos" [in Greek], *Filologiki quarterly*, no. 101, October-November-December 2007, p. 9.

<sup>3</sup>. See N. Andrikopoulou, *Tracing the Footsteps of Nikos Engonopoulos* [in Greek], Potamos editions, Athens 2003, p. 100.



56<sup>AR</sup>

**NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)**

Fishing place by a lagoon

signed and dated 'Ghika/77' (lower left);

signed, titled and dated 'Ghika 77/Fishing place by a lagoon' (on the reverse)

oil on canvas

82.5 x 58 cm.

£50,000 - 70,000

€64,000 - 90,000

**Exhibited**

Athens, *Ghika*, New Art Centre, 8 February - 4 March 1978.

Prefacing the exhibition catalogue of his 1978 one man show at London's New Art Centre, which included *Fishing place by a lagoon*, Ghika wrote: "To reach beyond, without in the least disturbing the latent appearance or the exacerbation of everyday things."

Here, an intricate lacework of rhythmically orchestrated angular shapes and curved or slanted lines arranged in geometric planes and captured in brilliant colour, builds up a dynamic composition echoing the spatially contorted depictions of Byzantine towns used as backdrops for religious subjects. As noted by Professor M. Michelis, "Ghika observes the world carefully and in every glance of his eyes he makes the world anew. His vision is akin to the Byzantine mosaics of the Chora Monastery. His buildings are depicted almost according to the laws of Byzantine perspective. This kind of perspective is always in motion, adhering to many points of view rather than a single, fixed one."<sup>1</sup> Unfolding vertically rather than receding in deep space and invested with all the concentrated force and power of the abstractive Byzantine town depictions<sup>2</sup>, this evocative and engaging rendition of a traditional fishing village illustrates the words of art historian M. Chatzidakis who argued that "Ghika's paintings are perfect architectural edifices where each element has an essential and irreplaceable function, while all parts are completely subservient to the whole."<sup>3</sup>

Drawing from indigenous and age-old, timeless sources, ranging from icon painting to folk art and Karaghiozi shadow-puppet theatre (compare *Fishing place by a lagoon* to his legendary stage set designs for the *Cursed Serpent* ballet (1951) performed by Rallou Manou's 'Hellenic Choreodrama' dance group,) Ghika formulated a distinctive and forward-looking artistic premise related to Braque's and Picasso's avant-garde approach. (Compare P. Picasso, *The Reservoir, Horta*, 1909, Museum of Modern Art, New York.) According to the painter himself, the fragmented forms and distortions of cubism recall an enduring convention of Greek art: "The character of the Greek schema, whether in antiquity, the Byzantine era or folk art, is by and large geometric."<sup>4</sup>

Moreover, the tender convolutions and fragile gestures so evident in *Fishing place by a lagoon* allude to the mystical world of oriental calligraphy, which the artist became acquainted with on his journey to Japan in 1958, when he visited the USA at the invitation of the State Department and returned to Greece by way of the Far East. As noted by art critic S. Spender, the drawings of India and Japan Ghika did in 1958 are of particular importance because they established a connection between far-eastern art and Ghika's sensibility which was partly Oriental."<sup>5</sup>

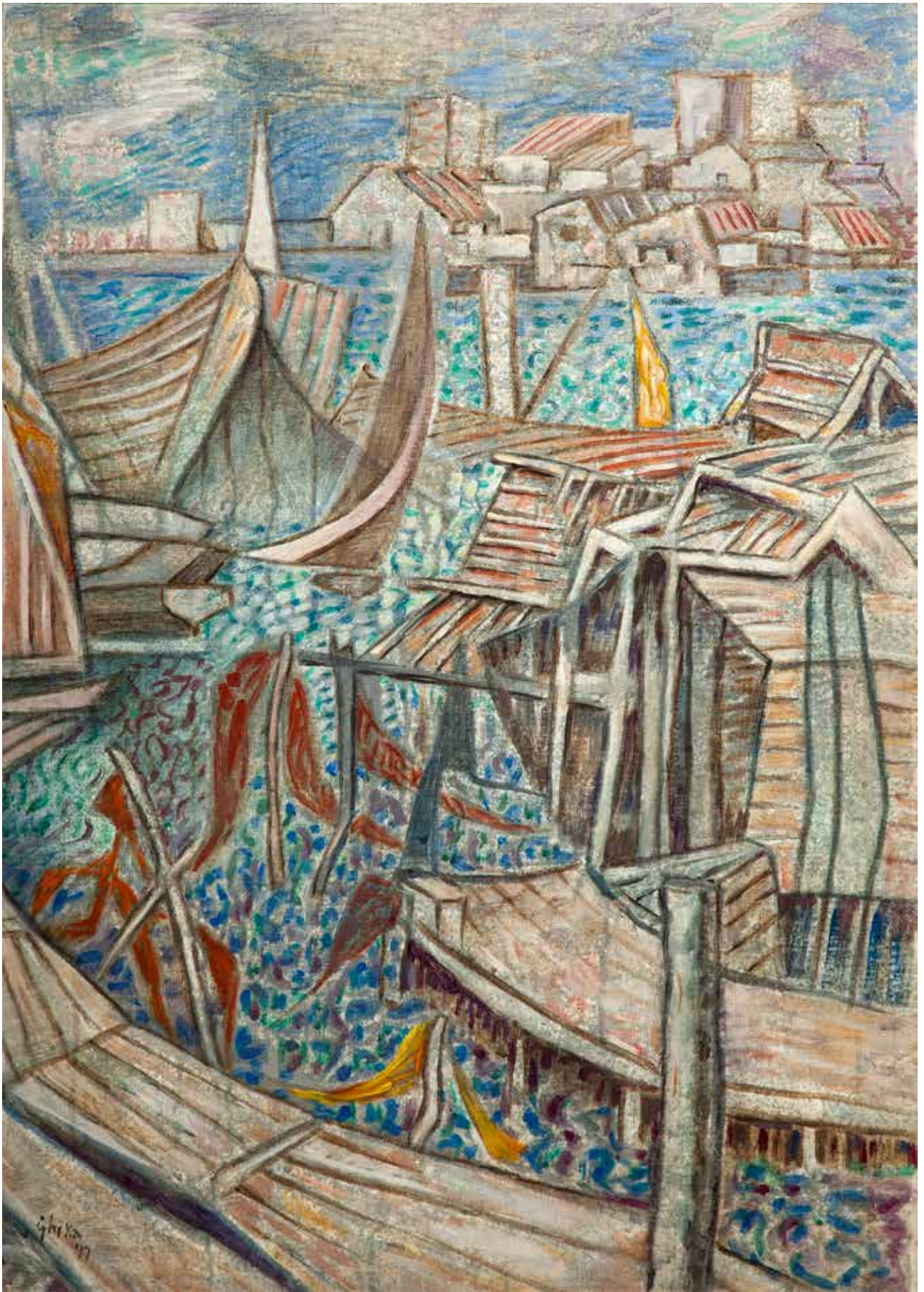
<sup>1</sup> . M. Michelis, *N. Hadjikyriakos-Ghika* [in Greek], *Zygos* magazine, no. 58, September 1960, p. 10.

<sup>2</sup> . See A. Xydis, *The Work of Hadjikyriakos-Ghika* [in Greek], *Zygos* journal, no. 58, September 1960, p. 20; B. Papadopoulou, *Nikos Hadjikyriakos-Ghika, Modernism and Tradition* [in Greek], Exhibition catalogue, Ermopouleia 2006, Cyclades Municipal Gallery, Syros 2006, p. 26.

<sup>3</sup> . See M. Chatzidakis in *N. Hadjikyriakos-Ghika* [in Greek], Exhibition catalogue, Eirmos gallery, Thessaloniki 1994, p. 34.

<sup>4</sup> . *N. Hadjikyriakos-Ghika, On Greek Art* [in Greek], *Neon Kratos* journal, no. 5, January 1938.

<sup>5</sup> . S. Spender, *Ghika in Ghika, Paintings, Drawings, Sculpture*, Boston Book and Art Shop, Boston 1965, p. 23.







58

57<sup>AR</sup>

**YIANNIS TSAROUCIS (1910-1989)**

Soldier dancing Zeibekiko  
signed in Greek and dated '75' (lower right)  
pastel on brown paper  
48 x 29 cm.

£4,000 - 6,000

€5,200 - 7,700

58<sup>AR</sup>

**YIANNIS TSAROUCIS (1910-1989)**

Areopagus with one sailor and two men  
signed in Greek and dated '22-4-61' (lower right)  
watercolour on paper  
36 x 54 cm.

£8,000 - 12,000

€10,000 - 15,000

**Provenance**

Property of a Private European Family Collection.

**Literature**

E. Florou, *Tsarouchis - Painting*, (doctoral dissertation) vol. 1, Athens 1989, no. 459, p. 126 (referred), p. 239 (listed).

E. Florou, *Yannis Tsarouchis, His Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, no. 139 (545), p. 272 (listed), p. 153 (illustrated).

*Yannis Tsarouchis (1910-1989) Painting*, Yannis Tsarouchis Foundation, Athens 1990, no. 322 (illustrated).

Y. Tsarouchis, *Comments on the Works Included in Yannis Tsarouchis (1910-1989) Painting*, p. ix (referred).

59<sup>AR</sup>

**DIAMANTIS DIAMANTOPOULOS (1914-1995)**

Still life

signed in Greek (lower right)

oil on canvas laid on hardboard

49 x 70 cm.

£15,000 - 25,000

€19,000 - 32,000

**Provenance**

Private collection, Athens.

Painted c. 1949-1974.

**Exhibited**

Athens, Ora Art and Culture Centre, *Diamantis*

*Diamantopoulos*, January 27 - February 12, 1975 (illustrated in the exhibition catalogue).

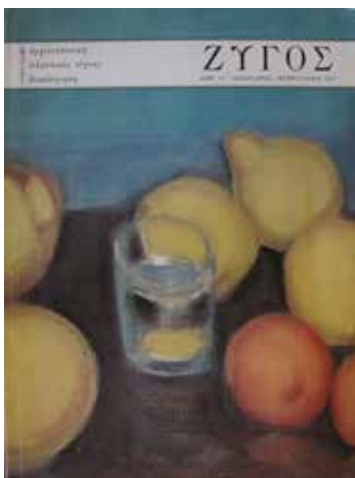
Athens, National Gallery - A. Soutzos Museum, *Diamantis*

*Diamantopoulos*, March 1978 (illustrated in the exhibition catalogue).

**Literature**

Zygos magazine, no. 12, January-February 1975 (illustrated on p. 16 and on the cover).

Combining robustness of form with a sunny palette to evoke a sense of optimism and tangible presence, this dazzling still life is a perfect vehicle for Diamantopoulos to elaborate on complex formal and pictorial issues. Set against a flat background divided into two bands of colour as in many of Cezanne's still lifes, eight pieces of fruit seemingly scattered on a table top are in fact carefully arranged to trigger relationships of space, volume and form, while the rhyme between the earthenware jar and the glass of water establishes a heightened sense of compositional unity. Both sensuous and regimented, this advanced and highly personal still life speaks of an artist who is rightfully ranked among the great and ground-breaking figures of 20th century Greek art.



Cover of the Zygos Journal, Issue 12 (January - February 1975).









60\* AR

**NIKOS KESSANLIS (1930-2004)**

*Uccello infuriato*

signed and dated 'K.NIKOS 1957' (lower left); titled, signed and dated 'Uccello infuriato/ K.NIKOS 1957', numbered '95' and annotated 'OB/D200' (on the reverse)

oil on canvas

80 x 100 cm.

£6,000 - 8,000

€7,800 - 10,000

**Exhibited**

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

Kessanlis's first exhibition in Rome, at the prestigious *L'Obelisco Galleria d' Arte*, launched his career among the ranks of the European avant-garde. "The 1957 show was a success beyond imagination. Not only were all the works sold but one of them was acquired by the Museum of Modern Art in Rome."<sup>1</sup>

Handled by the Roman gallery, which also mounted the artist's 1959, 1964 and 1965 one man shows, *Uccello infuriato* is a jewel-box of floating biomorphic shapes, sparkling colours and curvilinear forms, perfectly demonstrating the artist's restless creativity and inexhaustible metamorphic invention. Art critic G.C. Argan, who prefaced the 1957 show, aptly spoke of the artist's 'barbaric byzantinism.' "There is an element of reciting or dancing in these aggressive paintings; a persistent desire for movement according to some sort of inner rhythm that leaves behind something more than a mere image: the glowing or luminous line of movement."<sup>2</sup>

1. A. Chrysostomidis in *Nikos Kessanlis*, ed. G. Tzirtzilakis [in Greek], Athens 1998, p. 500.

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



61<sup>AR</sup>

**ALECOS FASSIANOS (BORN 1935)**

Poseidon and Athena  
signed in Greek and dated '1962 Paris'  
mixed media on paper laid on board  
76 x 53 cm.

£6,000 - 8,000

€7,700 - 10,000

62<sup>AR</sup>

**TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)**

Magnetic relief

painted wood, electrical elements and magnets

110.5 x 130.5 x 20 cm.

£40,000 - 60,000

€52,000 - 77,000

Executed in 1975.

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

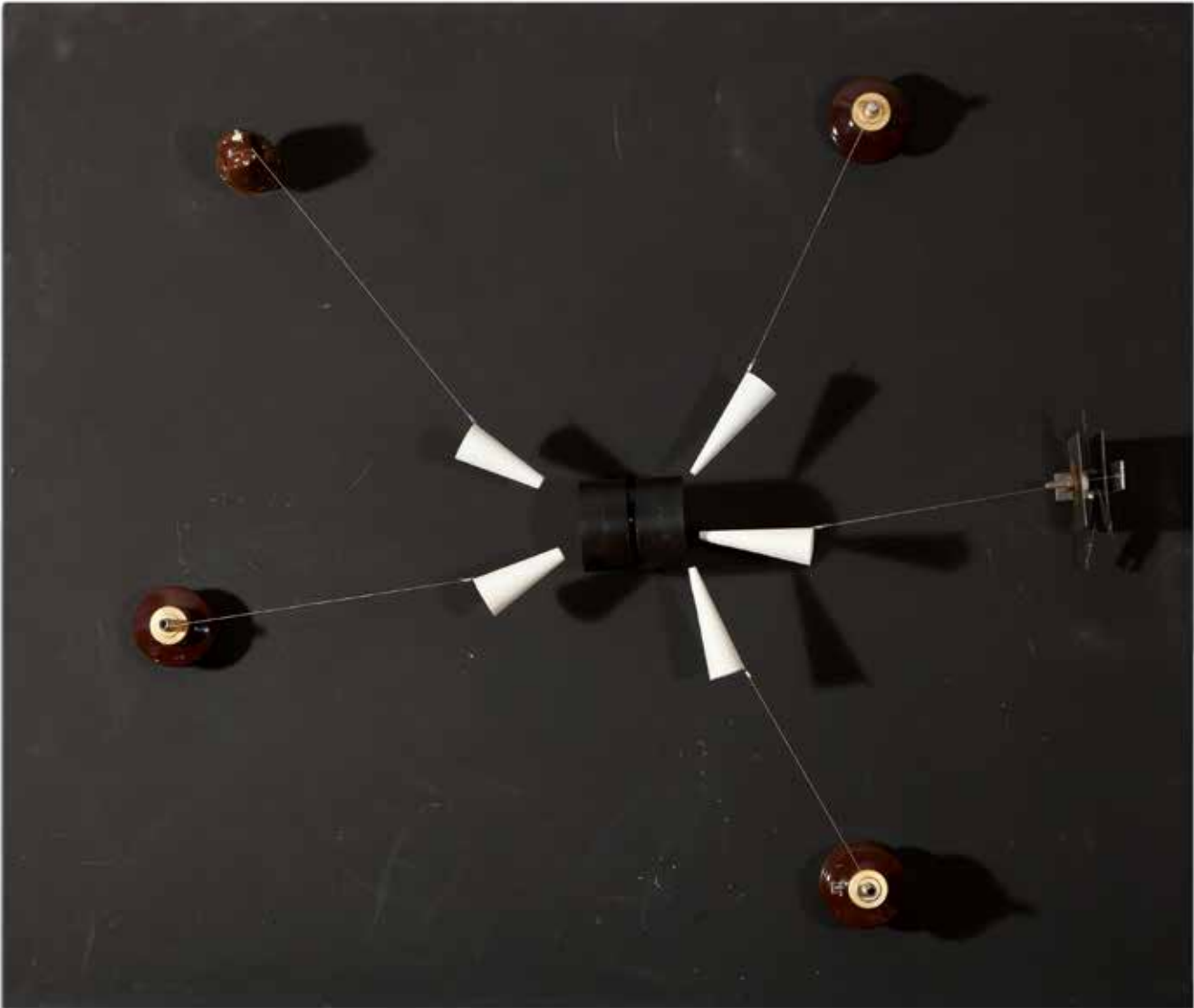
**Exhibited**

*Magnetic relief*, 10/03/1994 – 16/04/1994, Medusa+1 Art Gallery, Athens.

**"I have felt spatiality through magnetic fields. That is my instinct. I am an instinctive savant. But Pythagoras spoke before I did. Energy is everywhere. Energy coats, it is circular, it spirals, it surrounds us. And with my work I wish to vitalize spaces with energy."** Takis

Exhibited in 1994 at the Medusa gallery in Athens, *Magnetic relief* is a pivotal work in Takis's magnetic series exploring the relationship of technology and artistic vision in today's world. Takis – described by Marcel Duchamp in 1962 as "a happy ploughman of magnetic fields and signalman on soft railroads" – spent most of his artistic life studying the relationship between art and science. The technological innovations of the immediate post-war period also had a lasting impact on him and his oeuvre, inspiring him to develop works based on electromagnetic force, first by using flexible metal stems, then with the aid of suspended electro-magnets. In *Magnetic relief*, electrical elements and magnets are harmoniously linked and attached to a monochromatic piece of wood painted black. The piece is a fine example of how Takis strives to translate his poetic approach to science into his work that sensitively deploys the forces of nature. Both an artist and inventor, he believed that all communication occurs through magnetic fields. As noted by art critic W. Andersen, "all of Takis's works relate directly to objects that exist in the real world in some previous context. They gain potency as images by approximating, while at the same time transforming what we expect from the world."<sup>1</sup>

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





63<sup>AR</sup>

**YIANNIS SPYROPOULOS (1912-1990)**

March 11, 1981

signed in Greek (lower left and right); also signed and dated 'JANNIS SPYROPOULOS MARCH 11TH 1981' (on the stretcher)

mixed media on canvas

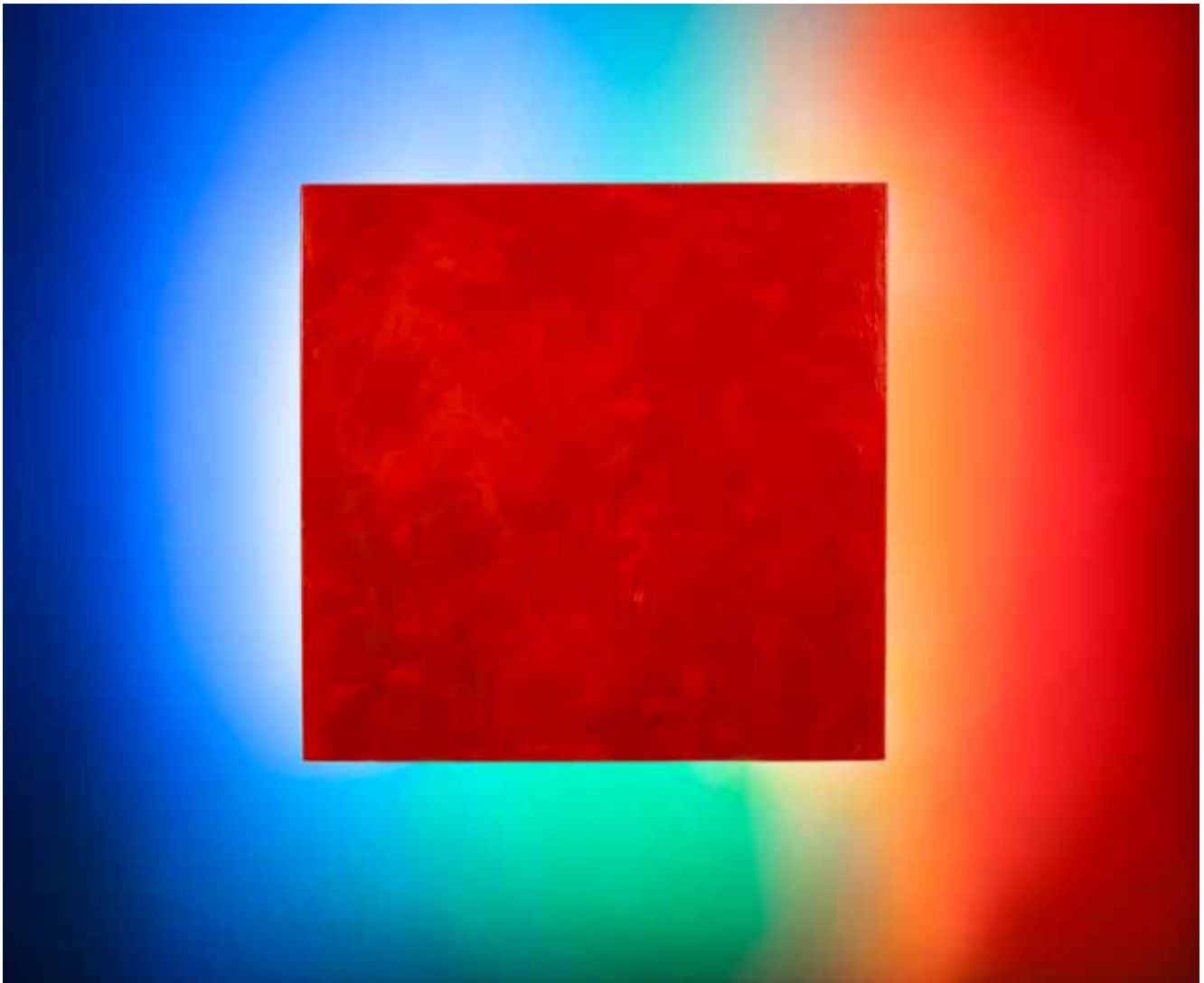
73 x 60 cm.

£7,000 - 10,000

€9,000 - 13,000

**Provenance**

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



64<sup>AR</sup>

**STEPHEN ANTONAKOS (GREEK/AMERICAN, 1926-2013)**

Saint Stephen

with the artist's label on the reverse

metal, painted (dark red #123 mixed with red #106 mobilac) with green, blue and red neon tubes #14-92

92 x 92 x 13 cm.

£8,000 - 12,000

€10,000 - 15,000

Executed in 1992.

**Exhibited**

Rhodes, Municipal Art Gallery - St. George Rampart, *Chapel of the Saints*, June - July 1993 (illustrated in the exhibition catalogue, p. 35).

A prominent figure of postwar American art, Antonakos paints with light. Here, attaching light-emitting neon tubes to the reverse of a metal panel brushed with colours in a gestural manner, he created a powerful work that floats off the wall as if suspended on and framed by coloured air. Glowing from within like a Byzantine icon, the picture invites meditation, providing an authentic spiritual experience. As the artist himself noted, "the panel captures for me the inner quality of the saint rather than depicting his face. The simplicity of the forms and the radiance behind them speak an open and universal visual language."<sup>1</sup>

<sup>1</sup>. Preface to *Chapel of the Saints*, exhibition catalogue, Rhodes Municipal Art Gallery, 1993, p. 142.



65

65<sup>AR</sup>

**YANNIS GAÏTIS (1923-1984)**

The meeting  
signed and dated 'Gaitis/1976' (on the lower right side)  
painted construction on wood  
82 x 90 x 7 cm.

£6,000 - 8,000  
€7,700 - 10,000

Painted in 1976.

**Provenance**

Private collection, Athens.

**Literature**

Loretta Gaitis, *Yiannis Gaitis Catalogue raisonné*, Angers 2003, no. 1313, p.309 (illustrated)

66<sup>AR</sup>

**YANNIS GAÏTIS (1923-1984)**

Les Stylites  
signed 'Gaitis' (lower right)  
oil on canvas  
116 x 89 cm.

£8,000 - 12,000  
€10,000 - 15,000

Painted c. 1979-1980.

**Provenance**

Private collection, Athens.

**Exhibited**

Athens, Polyplano Gallery, *Les Antiquités de Yannis Gaitis*, February 11-29, 1980.  
Limassol, Cyprus, Polytopo Gallery, *Exhibition of Paintings by Yannis Gaitis*, November 6-23, 1980, no. 8.  
Bari, Expro Arte '81, *Caras, Crissicopulos, Gaitis* (illustrated in the exhibition catalogue).  
Athens, Exoni Gallery, *Yannis Gaitis*, November 1983.

**Literature**

Loretta Gaitis, *Yannis Gaitis, Catalogue raisonné*, Angers 2003, no. 1480, p. 342 (illustrated).





Gaitis

67<sup>AR</sup>

**NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)**

Dry garden

signed and dated 'Ghika / 57' (lower right)

oil on paper laid on board

41 x 61.5 cm.

**£18,000 - 22,000**

**€23,000 - 28,000**

**Provenance**

The artist's collection.

Alexander Iolas gallery.

Private collection, London.

**Literature**

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, The Paintings*, Benaki Museum Edition, Athens 2011, no. 266, p. 292 (illustrated with wrong cataloguing).

**"I work in terms of labyrinths that suggest anxiety, but from which it is possible to escape to freedom. In many of my Greek landscapes you will find some architectural elements, those of ancient ruins or a village, suggesting a kind of central labyrinth that at first attracts the eye but from which one seeks an escape to the broader horizons of nature."<sup>1</sup>**

As perceptively noted by art critic M. Raynal, "Ghika enriches nature but he also enforces upon her an economy and sobriety which give his pictures a degree of intensity and concentration. Ghika never flatters his objects; it is truth -truth to nature- that he is after. And as he is Greek, the pictorial language that suits him best is, of course, that of geometry."<sup>2</sup> As Ghika himself once said, whether in antiquity, the Byzantine era or folk art, the enduring character of the Greek schema has always been geometric.<sup>3</sup>

<sup>1</sup>. Ghika interview in E. Roditi, *More Dialogues on Art*, Ross-Erikson Inc., Santa Barbara, 1984, p. 87.

<sup>2</sup>. M. Raynal, preface to the catalogue of the *First Exhibition in England of Paintings and Sculpture by Ghika*, The Leicester Galleries, London 1953.

<sup>3</sup>. N. Hadjikyriakos-Ghika, *On Greek Art* [in Greek], Neon Kratos journal, no. 5, January 1938.





68

68<sup>AR</sup>

**PAVLOS (DIONYSOPOULOS) (BORN 1930)**

Bar

signed and dated 'Pavlos 95' (lower right);  
signed and dated 'Pavlos/95/PAVLOS' (on the reverse)  
paper construction on panel, framed in plexiglass  
50 x 75 x 20 cm.

**£8,000 - 12,000**  
**€10,000 - 15,000**

**Provenance**

Metamorphosis gallery, Thessaloniki.  
Private collection, Thessaloniki.

69<sup>AR</sup>

**COSTAS TSOCLIS (BORN 1930)**

Les amis

signed and dated 'C.TSOCLIS 1973' (lower left)  
collage and charcoal on card laid on board and framed in plexiglas  
202 x 152 cm.

**£10,000 - 15,000**  
**€13,000 - 19,000**

Painted in 1973.

**Provenance**

Zoumboulakis Galleries, Athens.  
Private collection, Athens.

**Exhibited**

Bielefeld, Germany, Marzona Gallery, *Zeichnungen und Objekte*,  
October 1974 (illustrated in the exhibition catalogue).

**Literature**

*Tsoclis, Livre-Objet*, N. Papadakis ed., Sima editions, Athens 1975, p.  
106 (illustrated).





70

70<sup>AR</sup>

**ALECOS FASSIANOS (BORN 1935)**

Horse rider with laurel leaves  
signed in Greek (upper left)  
oil on paper laid on canvas  
27.4 x 25.7 cm.

£4,000 - 5,000  
€5,200 - 6,400

**Provenance**

Galerie Flak, Paris.  
Private collection, Paris.

71<sup>AR</sup>

**ALECOS FASSIANOS (GREEK, BORN 1935)**

Calypso  
signed 'Fassianos' (lower left);  
titled 'Calypso' (on the overlap)  
oil on canvas  
55.2 x 40 cm.

£6,000 - 8,000  
€7,800 - 10,000

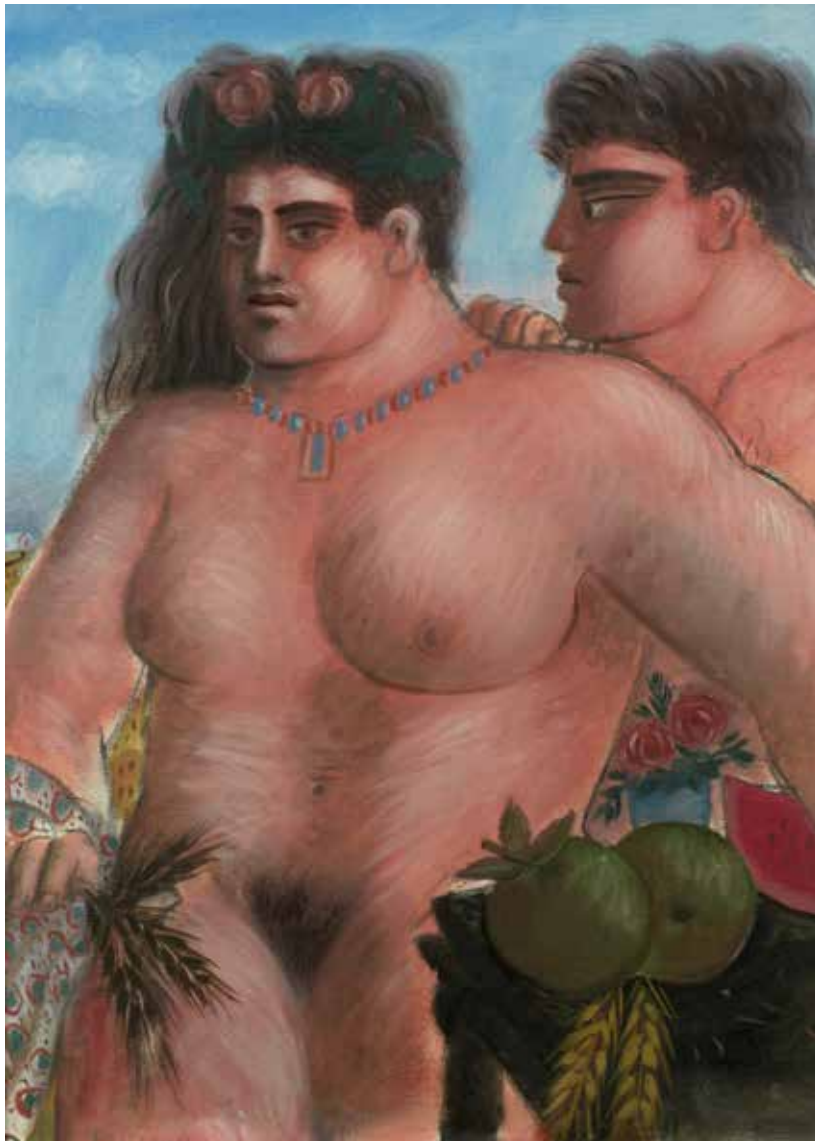
Painted in 1992.

**Provenance**

Private collection, Paris.

**Exhibited**

Galerie Beaubourg, Alekos Fassianos, *Fragments homériques*, 14 novembre-16 janvier 1993, Editions Syrmos, Paris, where acquired by the present owner.



71

Emblematic in style and magnificent in its simple grandeur, this modern-day mythical portrayal of Calypso and Odysseus, exhibited in Paris during Fassianos's *Fragments Homeriques*, integrates all the defining elements of the artist's unique visual language, confirming his status as one of the great masters of post-war Greek art. *Calypso* is a modern depiction of two Greek god-like and heroic characters taken from Homer's *Odyssey*, reinvented here by Fassianos with psychological acuteness and magical enchantment. Full of life, universal yet quintessentially Greek, in Fassianos's portrayal, youth looks as immobile and eternal as a relief sculpture, demonstrating the artist's power to capture the eternity of the moment through timeless forms and such vibrant colours as his extraordinary signature blues. Captured in sharp profile, the figures display typical Greek features and are set against a light blue background which accentuates their divine scale. "Blue is the colour in which Fassianos discovered himself", notes Nobel laureate O. Elytis, "a colour which he voiced in every scale, distilling one tone into another, yet ensuring that they retain their limpidity, never losing a fraction of their profound, deep-sea magic."<sup>1</sup>

Fassianos's common, everyday people are remoulded into archetypal figures echoing the ageless symbolism of ancient Greek vase iconography. This link is noted by J. Lacarriere: "As in ancient pottery, Fassianos's modern figures are captured in an eternal contre-jour which renders them both precise and timeless. These figures inhabit a land which might well be Greece, a totally luminous and airy land, an Aeolian land."<sup>2</sup> The artist himself is fully aware of how his work is influenced by this school of art, as pointed out by M. Lambraki-Plaka, who said "the painter has acknowledged the countless hours he has spent at the National Archaeological Museum of Athens studying ancient pottery, especially white lekythoi. His drawing only confirms his confession. A bent in the line, a twist of the curve, skilful foreshortening, and the body attains volume and weight."<sup>3</sup>

<sup>1</sup>. O. Elytis, 'The Fassianos we Love', preface to A. Fassianos, exhibition catalogue, Zoumboulakis Galleries, Athens 1977.

<sup>2</sup>. J. Lacarriere, *A Shadow Play in Fassianos - Mythologies of Everyday Life*, exhibition catalogue, National Gallery - A. Soutzos Museum, Athens 2004, p. 24.

<sup>3</sup>. M. Lambraki-Plaka, *The Art of Alekos Fassianos - A Popular Paganism in Fassianos - Mythologies of Everyday Life*, p. 14.



72<sup>AR</sup>

**PANAGIOTIS TETSIS (1925-2016)**

View of Hydra  
signed in Greek (lower right)  
watercolour on paper  
100 x 70 cm.

£7,000 - 9,000  
€9,000 - 12,000

**Provenance**

Nees Morfes gallery, Athens.  
Acquired from the above by the present owner.

The work is registered in the e-archive DAMSpace of ISET (Institute of Contemporary Greek Art) under the number AR0537\_PHWR-00422





73<sup>AR</sup>

**THEODOROS (PAPADIMITRIOU) (BORN 1931)**

Omen

signed with monogram and dated '63-64'

bronze, marble base

78 x 90 x 28 cm.; base 117 x 30 x 22 cm.

£10,000 - 15,000

€13,000 - 19,000

**Provenance**

Private collection, Athens.



74

74<sup>AR</sup>

**KYRIAKOS KATZOURAKIS (BORN 1944)**

401

signed in Greek and dated '1-74' (lower right)

acrylic on canvas

102 x 152 cm.

£5,000 - 7,000

€6,400 - 9,000

Painted in 1976.

**Exhibited**

Athens, Benaki Museum, *K. Katzourakis 1963-2013 Works*, April 23 - July 28, 2013 (illustrated in the exhibition catalogue, p. 102).

75<sup>AR</sup>

**TAKIS (PANAYIOTIS VASSILAKIS) (GREEK, BORN 1925)**

Triple signal

signed on the base

painted iron and metal objects

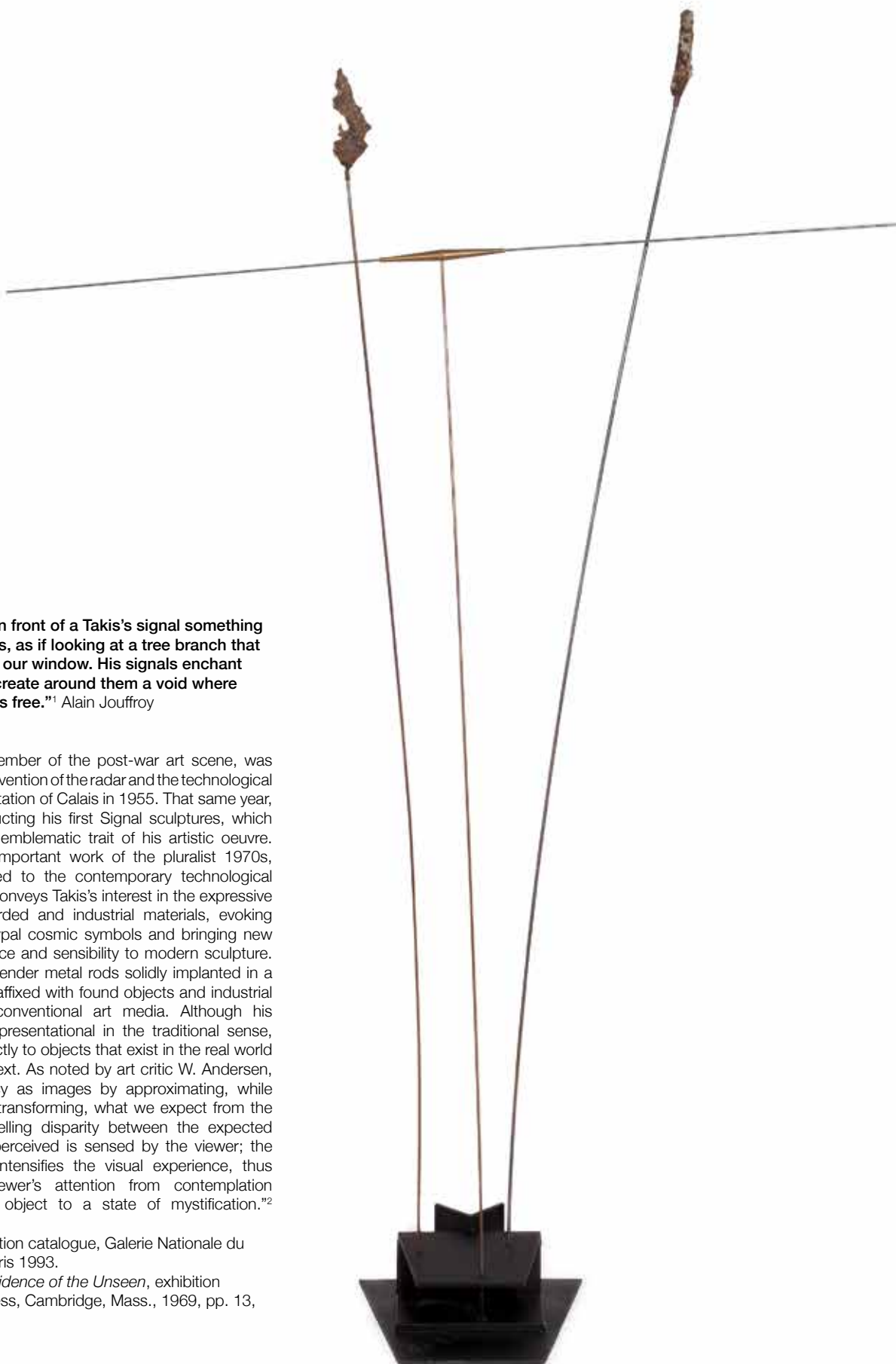
170.5 x 114 x 31 cm.

£20,000 - 30,000

€26,000 - 39,000

Executed in 1979.

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



**“When standing in front of a Takis’s signal something inside us awakens, as if looking at a tree branch that suddenly taps on our window. His signals enchant us but they also create around them a void where imagination roams free.”<sup>1</sup> Alain Jouffroy**

Takis, a pivotal member of the post-war art scene, was fascinated by the invention of the radar and the technological landscape of the station of Calais in 1955. That same year, he started constructing his first Signal sculptures, which then became the emblematic trait of his artistic oeuvre. *Triple Signal*, an important work of the pluralist 1970s, is resolutely related to the contemporary technological environment and conveys Takis’s interest in the expressive potential of discarded and industrial materials, evoking a world of archetypal cosmic symbols and bringing new authority, intelligence and sensibility to modern sculpture. His use of three slender metal rods solidly implanted in a circular base and affixed with found objects and industrial materials defies conventional art media. Although his signals are not representational in the traditional sense, they do relate directly to objects that exist in the real world in a previous context. As noted by art critic W. Andersen, “they gain potency as images by approximating, while at the same time transforming, what we expect from the world. The compelling disparity between the expected and the actually perceived is sensed by the viewer; the tension built up intensifies the visual experience, thus propelling the viewer’s attention from contemplation of the sculptural object to a state of mystification.”<sup>2</sup>

<sup>1</sup>. See *Takis*, exhibition catalogue, Galerie Nationale du Jeu de Paume, Paris 1993.

<sup>2</sup>. W. Andersen, *Evidence of the Unseen*, exhibition catalogue, MIT Press, Cambridge, Mass., 1969, pp. 13, 16.

76\* AR

**YANNIS GAÏTIS (1923-1984)**

Day to Day Life in los  
signed 'Gaitis' (lower right) and inscribed with labels (on the reverse)  
oil on canvas  
116.2 x 88.9 cm.

£18,000 - 22,000  
€23,000 - 28,000

Painted in 1965.

**Provenance**

Galleria Schneider, Rome.  
Acquired by the current owner at the 1967 Pittsburgh International  
Exhibition.

**Exhibited**

Pittsburgh, Carnegie Institute, *International Exhibition of Contemporary  
Painting and Sculpture*, October 27, 1967 - January 7, 1968 (listed in  
the exhibition catalogue, no. 124).







77

77<sup>AR</sup>

**PARIS PREKAS (1926-1999)**

Tanker

signed in Greek (lower right)

oil on canvas

97 x 97 cm.

£10,000 - 15,000

€13,000 - 19,000

**Provenance**

Private collection, Athens.

**Exhibited**

*Giants of the Sea: the Tankers of Paris Prekas*, Fine Arts Kapopoulos Art Gallery, Athens, 2005, where acquired by the present owner.

78<sup>AR</sup>

**ALECOS FASSIANOS (BORN 1935)**

Vie moderne

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

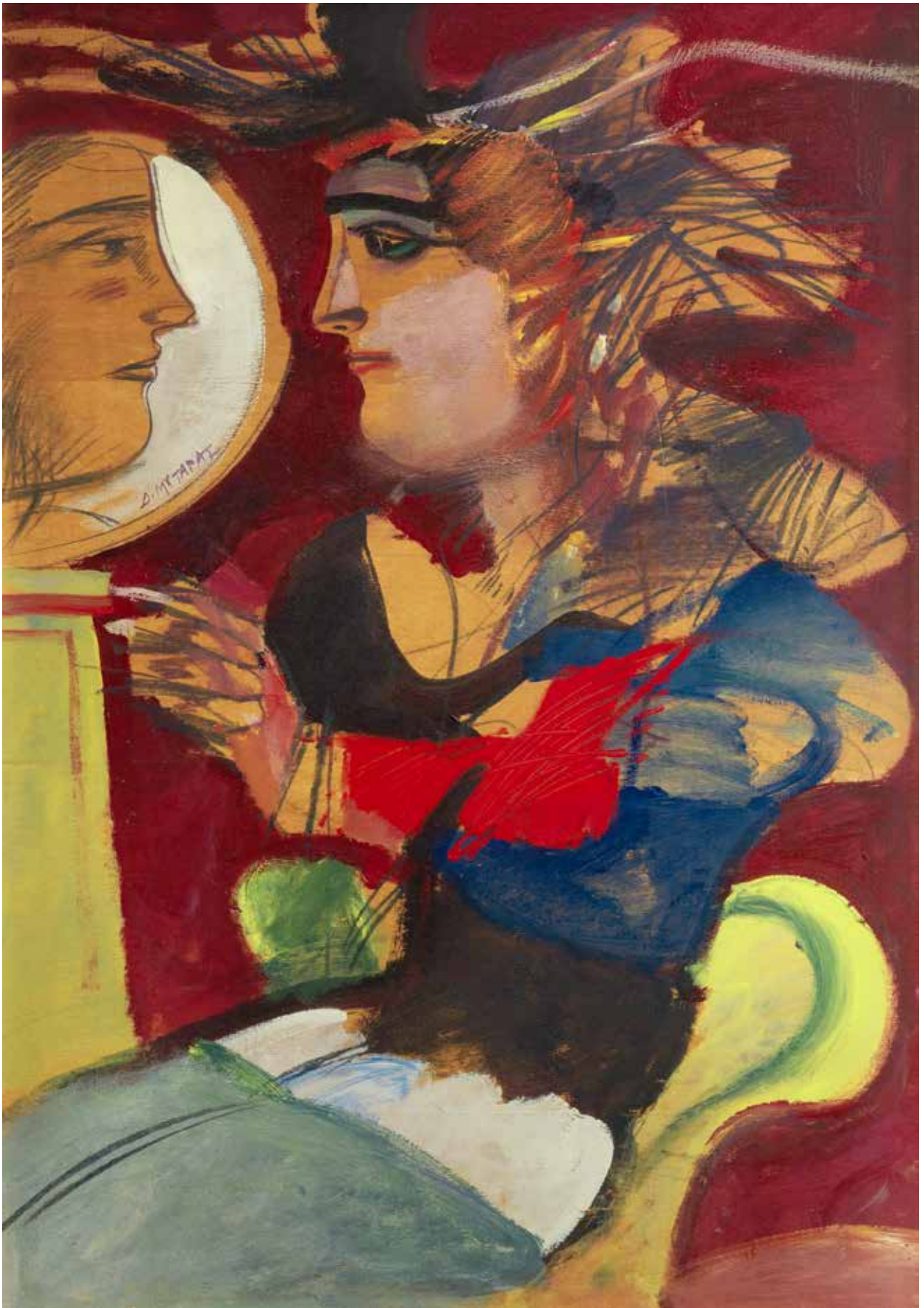
acrylic on paper laid on canvas

118 x 99 cm.

£8,000 - 12,000

€10,000 - 15,000









80

79<sup>AR</sup>

**DIMITRIS MYTARAS (BORN 1934)**

Two figures  
signed in Greek (upper middle left)  
oil, pastel and scratching on panel  
100 x 70 cm.

£5,000 - 7,000

€6,400 - 9,000

**Provenance**

Acquired at the Trosa Kvarn gallery in Sweden in 1987 by the father of the current owners.

**Exhibited**

Trosa Kvarn gallery, Trosa, Sweden, 1987. (possibly)

80<sup>AR</sup>

**DIMITRIS MYTARAS (BORN 1934)**

Victory  
signed in Greek (lower right)  
oil on panel  
70 x 100 cm.

£7,000 - 9,000

€9,000 - 12,000





82

81<sup>AR</sup>

**PAVLOS (DIONYSOPOULOS) (BORN 1930)**

Still life

signed and dated 'Pavlos/96' (lower right)

paper construction in plexiglass

43 x 30 x 19 cm.

£5,000 - 7,000

€6,400 - 9,000

**Provenance**

Galerie Guy Pieters, Knokke-Heist, Belgium.

Acquired from the above (1999-2000) by the present owner.

82<sup>AR</sup>

**PAVLOS (DIONYSOPOULOS) (BORN 1930)**

Marine

signed, dated and titled 'MARINE/1989/Pavlos/PAVLOS' (on the reverse)

paper construction on canvas framed in plexiglass

100.5 x 130.3 x 4.5 cm.

£12,000 - 18,000

€15,000 - 23,000



83

83<sup>AR</sup>

**NIKOS KESSANLIS (1930-2004)**

Untitled

signed and dated 'K.NIKOS 58' (lower right)  
mixed media on paper laid on canvas  
79 x 58 cm.

£6,000 - 8,000  
€7,700 - 10,000

84<sup>\*AR</sup>

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

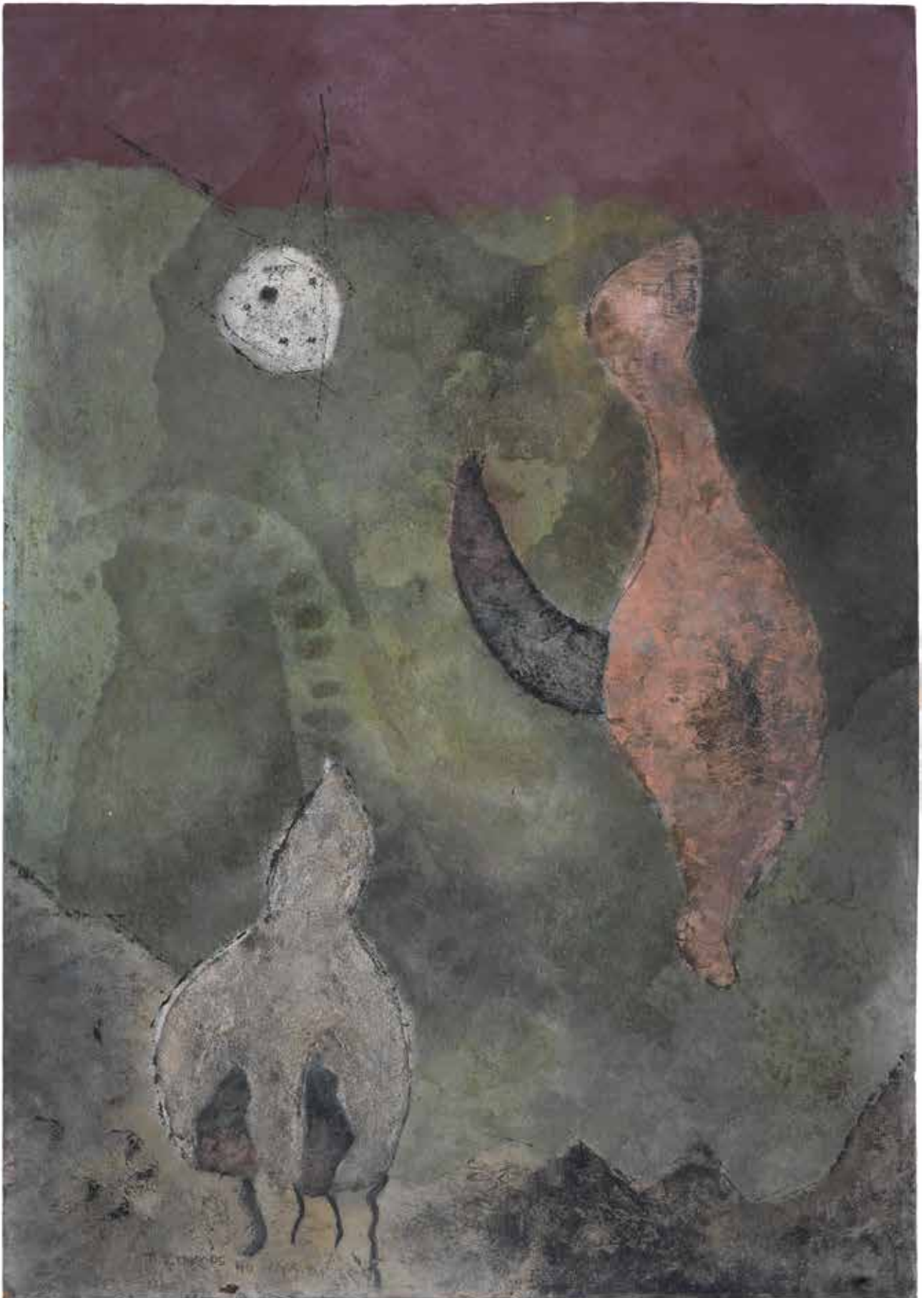
The Descent

signed, dated and inscribed 'T. STAMOS '46 N.Y.C.' (lower left);  
titled, signed and dated (on the reverse)  
oil on masonite  
65 x 45 cm.

£10,000 - 15,000  
€13,000 - 19,000

**Provenance**

Property from the Mackay Trust, Northern California.





85

85<sup>AR</sup>

**GEORGIOS DERPAPAS (1937-2014)**

Biblical scene  
signed in Greek (lower centre)  
acrylic on panel  
116 x 137 cm.

£5,000 - 7,000  
€6,400 - 9,000

**Provenance**

Private collection, Athens.

86<sup>AR</sup>

**GEORGIOS DERPAPAS (1937-2014)**

Cosmic  
signed in Greek and dated '80' (lower centre)  
acrylic and gold leaf on panel  
111.5 X 89 cm.

£6,000 - 8,000  
€7,700 - 10,000





87<sup>AR</sup>

**TAKIS MARTHAS (1905-1965)**

Abstract composition

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

oil on cardboard

55 x 52 cm.

£5,000 - 7,000

€6,400 - 9,000



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Ευχαριστώ  
 οργάνωση  
 72

## PRINTS AND MULTIPLES

Wednesday 22 June 2016  
London, New Bond Street

### ED RUSCHA (AMERICAN, BORN 1937)

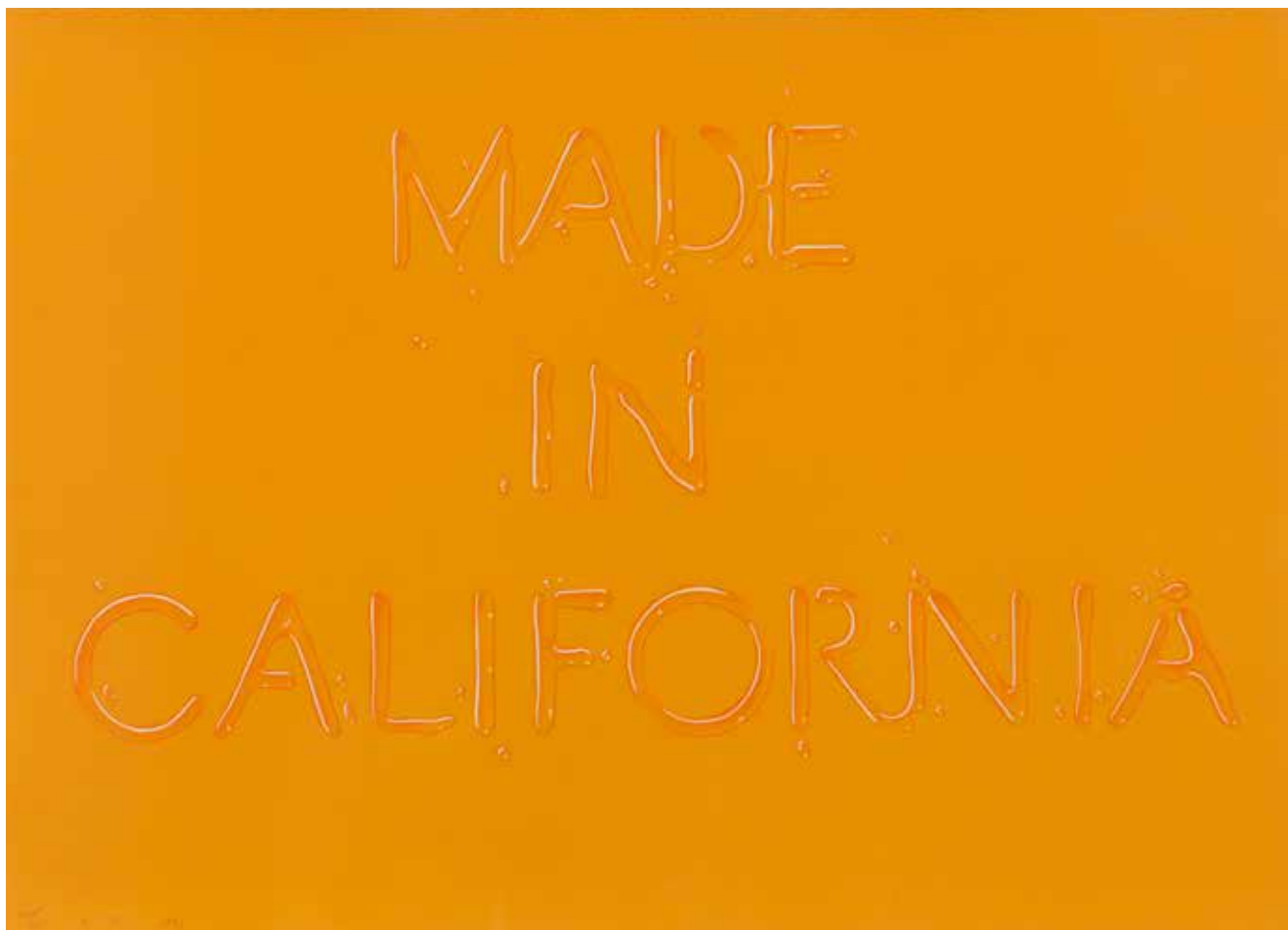
Made in California (Engberg 52)  
Screenprint in colours, 1971, on Arches,  
signed, dated and numbered 65/100 in  
pencil, published by Grunwald Graphic  
Arts Foundation, University of California,  
Los Angeles, the full sheet,  
406 x 508 mm (20 x 28 1/16in)(SH)

£20,000 - 30,000

\$28,000 - 42,000

### ENQUIRIES

+44 (0) 20 7468 8212  
tanya.grigoroglou@bonhams.com



# Bonhams

LONDON

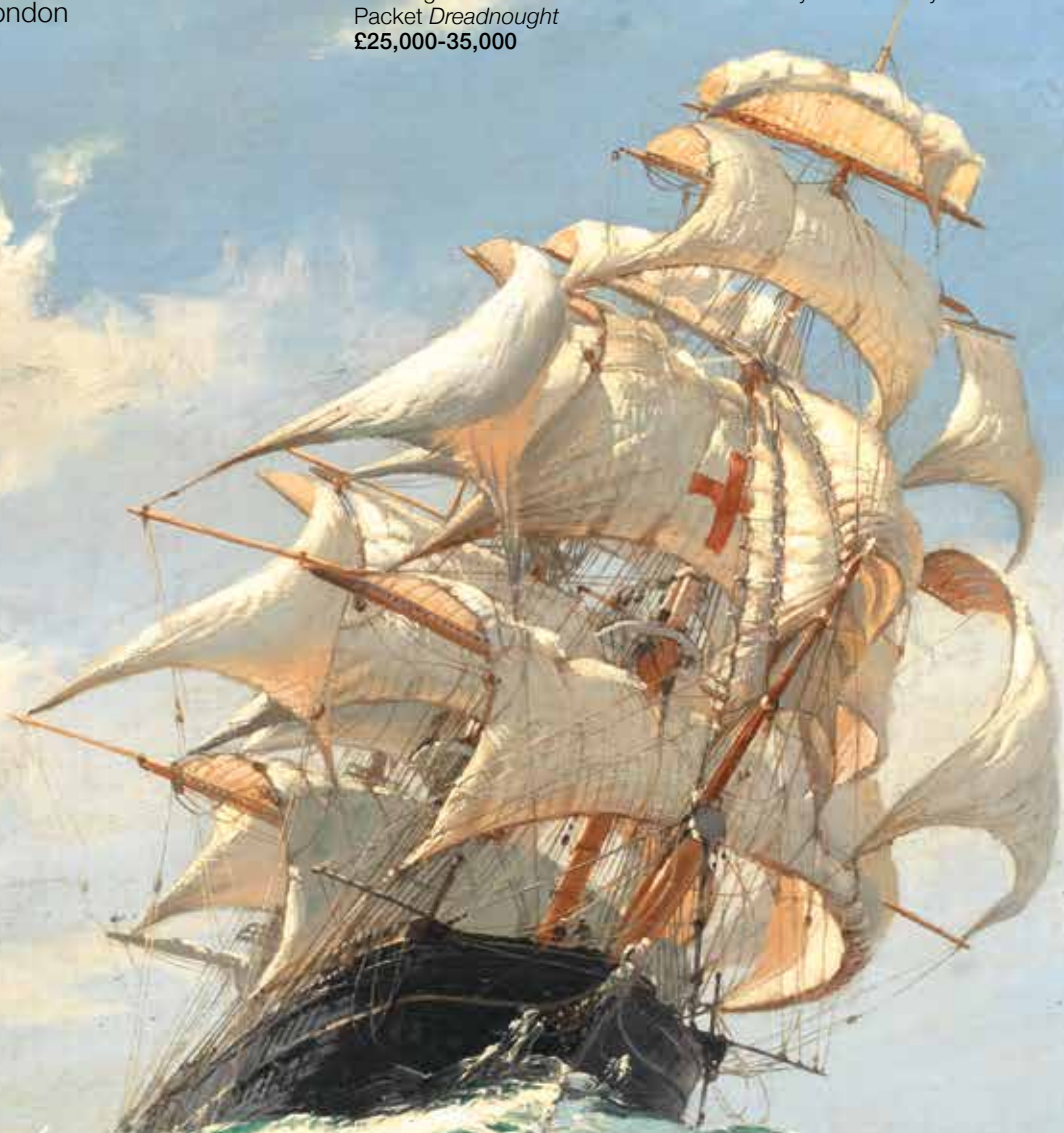
[bonhams.com/prints](http://bonhams.com/prints)

## THE MARINE SALE

Wednesday 13 April 2016  
Knightsbridge, London

**MONTAGUE DAWSON  
(BRITISH, 1890-1973)**  
Running free - the Yankee  
Packet *Dreadnought*  
£25,000-35,000

**ENQUIRIES**  
+44 (0) 20 7393 3865  
[rhyanon.demery@bonhams.com](mailto:rhyanon.demery@bonhams.com)



# Bonhams

[bonhams.com/marine](http://bonhams.com/marine)

## NOTICE TO BIDDERS

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

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

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

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

### 2. LOTS

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### **Contractual Description of a Lot**

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

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

#### **The Seller's responsibility to you**

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

#### **Bonhams' responsibility to you**

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

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#### **Alterations**

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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

## Bidding in person

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

## Bidding by telephone

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to *VAT*. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:

25% up to £50,000 of the *Hammer Price*  
20% from £50,001 to £1,000,000 of the *Hammer Price*  
12% from £1,000,001 of the *Hammer Price*

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

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 are used to denote that *VAT* is due on the *Hammer Price* and *Buyer's Premium*:

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- \* *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

## 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to *Bonhams* 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

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

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

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

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

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

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

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

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

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

Please refer all enquiries to our shipping department on:  
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805  
Email: shipping@bonhams.com

## 12. EXPORT/TRADE RESTRICTIONS

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

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

### Condition of Firearms

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

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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

## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### ~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

## Gemstones

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

## Estimated Weights

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

## Signatures

### 1. A diamond brooch, by Kutchinsky

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

### 2. A diamond brooch, signed Kutchinsky

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

### 3. A diamond brooch, mounted by Kutchinsky

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

## 20. PHOTOGRAPHS

### Explanation of *Catalogue* Terms

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

## 21. PICTURES

### Explanation of *Catalogue* Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

*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.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals Ltd 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.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- 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.

\*, †, ‡, Ⓞ, Ω, α see clause 8, VAT, for details.

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

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

#### 2 SELLER'S UNDERTAKINGS

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

- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

#### 3 DESCRIPTIONS OF THE LOT

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

#### 5 RISK, PROPERTY AND TITLE

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

#### 6 PAYMENT

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

#### 7 COLLECTION OF THE LOT

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



## 8 FAILURE TO PAY FOR THE LOT

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

## 9 THE SELLER'S LIABILITY

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

## 10 MISCELLANEOUS

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

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

## 11 GOVERNING LAW

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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

### 3 PAYMENT

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

### 4 COLLECTION OF THE LOT

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

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

### 5 STORING THE LOT

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

### 6 RESPONSIBILITY FOR THE LOT

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

<b>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1			9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1			9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2		7.4		
7.1.3				
7.1.4		<b>8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>		
7.1.5		8.1		
7.1.6			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> .
7.1.7			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> .
7.1.8		8.1.1	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.9		8.1.2	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.10		8.1.3	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> .
7.1.11		8.1.4	<b>10 OUR LIABILITY</b>	
7.2		8.2	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> .
		8.2.1	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:
		8.2.2	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
		<b>9 FORGERIES</b>	10.2.2	changes in atmospheric pressure; nor will we be liable for:
		9.1	10.2.3	damage to tension stringed musical instruments; or
		9.2	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		
		9.2.2		
		9.2.3		

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

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* [www.bonhams.com](http://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](mailto:info@bonhams.com).

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://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

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

## 19th Century Paintings

UK  
Charles O' Brien  
+44 20 7468 8360  
U.S.A.  
Madalina Lazen  
+1 212 644 9108

## 20th Century British Art

Matthew Bradbury  
+44 20 7468 8295

## Aboriginal Art

Francesca Cavazzini  
+61 2 8412 2222

## African, Oceanic & Pre-Columbian Art

UK  
Philip Keith  
+44 2920 727 980  
U.S.A.  
Fredric Backlar  
+1 323 436 5416

## American Paintings

Alan Fausel  
+1 212 644 9039

## Antiquities

Madeline Perridge  
+44 20 7468 8226

## Antique Arms & Armour

UK  
David Williams  
+44 20 7393 3807  
U.S.A.  
Paul Carella  
+1 415 503 3360

## Art Collections, Estates & Valuations

Harvey Cammell  
+44 (0) 20 7468 8340

## Art Nouveau & Decorative Art & Design

UK  
Mark Oliver  
+44 20 7393 3856  
U.S.A.  
Frank Maraschiello  
+1 212 644 9059

## Australian Art

Merryn Schriever  
+61 2 8412 2222  
Alex Clark  
+61 3 8640 4088

## Australian Colonial Furniture and Australiana

+1 415 861 7500

## Books, Maps & Manuscripts

UK  
Matthew Haley  
+44 20 7393 3817  
U.S.A.  
Christina Geiger  
+1 212 644 9094

## British & European Glass

UK  
Simon Cottle  
+44 20 7468 8383  
U.S.A.  
Suzy Pai  
+1 415 503 3343

## British & European Porcelain & Pottery

UK  
John Sandon  
+44 20 7468 8244  
U.S.A.  
Peter Scott  
+1 415 503 3326

## California & American Paintings

Scot Levitt  
+1 323 436 5425

## Carpets

UK  
carpets@bonhams.com  
U.S.A.  
Hacjji Rahimpour  
+1 415 503 3392

## Chinese & Asian Art

UK  
Asaph Hyman  
+44 20 7468 5888  
U.S.A.  
Dessa Goddard  
+1 415 503 3333  
HONG KONG  
+852 3607 0010  
AUSTRALIA  
Yvett Klein  
+61 2 8412 2222

## Clocks

UK  
James Stratton  
+44 20 7468 8364  
U.S.A.  
Jonathan Snellenburg  
+1 212 461 6530

## Coins & Medals

UK  
John Millensted  
+44 20 7393 3914  
U.S.A.  
Paul Song  
+1 323 436 5455

## Contemporary Art

UK  
Ralph Taylor  
+44 20 7447 7403  
U.S.A.  
Jeremy Goldsmith  
+1 917 206 1656

## Entertainment Memorabilia

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