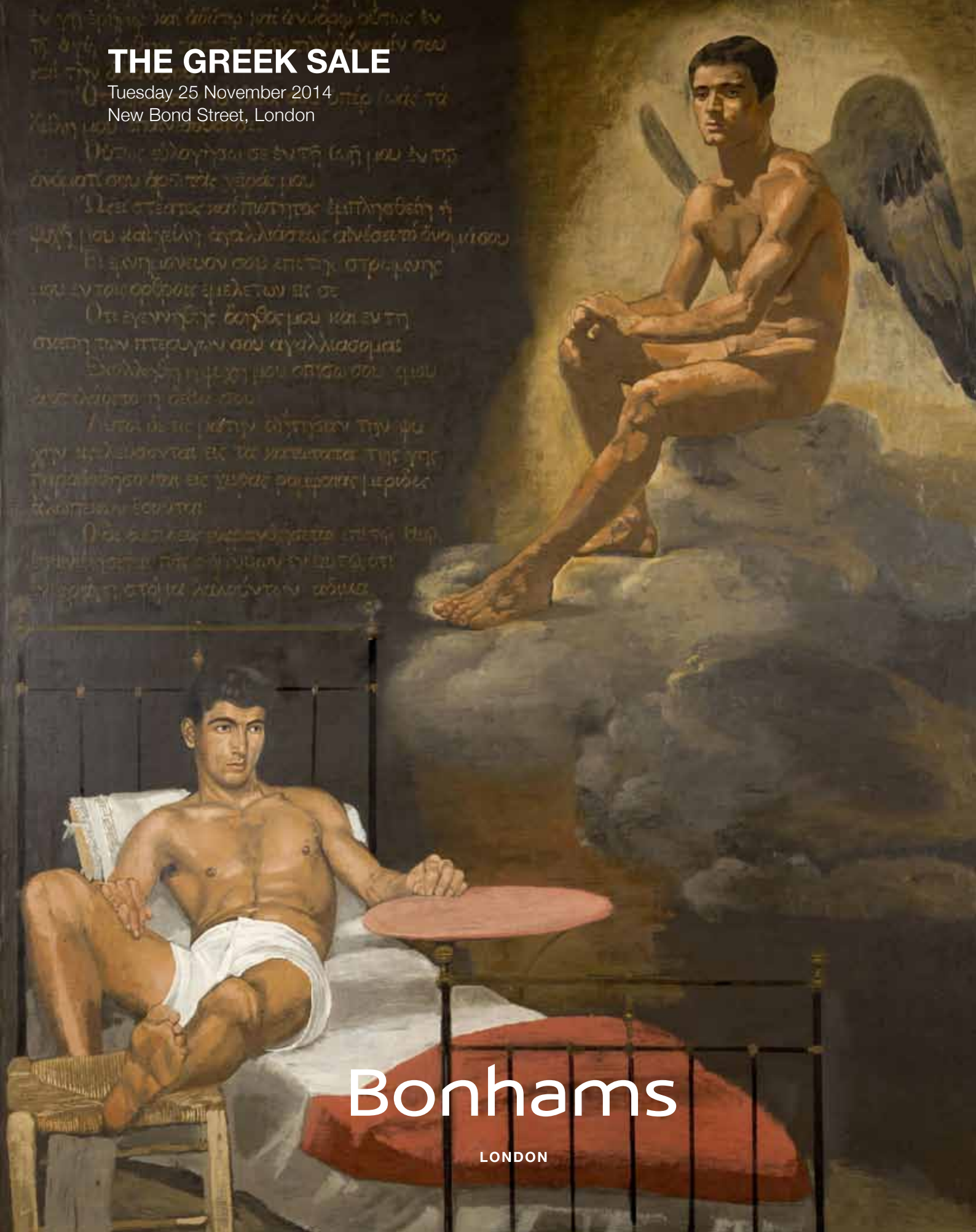


# THE GREEK SALE

Tuesday 25 November 2014

New Bond Street, London



# Bonhams

LONDON











# THE GREEK SALE

Tuesday 25 November 2014, at 14.00  
101 New Bond Street, London

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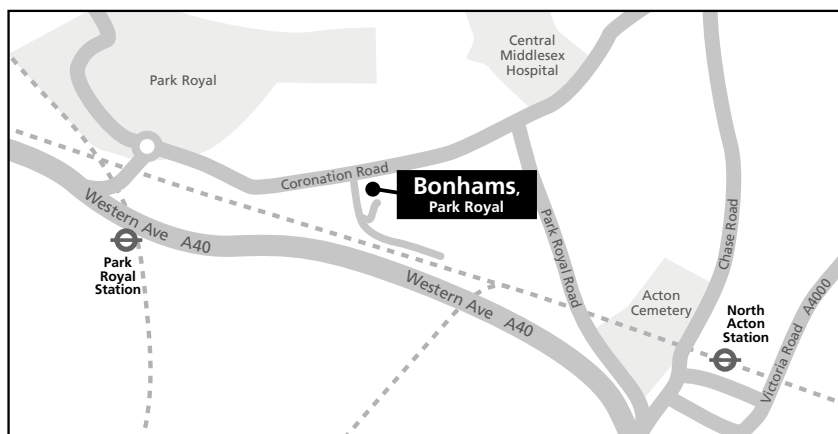
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1 AR

**NIKOS ENGONOPOULOS (1910-1985)**

The muse

signed in Greek (lower right)

ink and tempera on paper

35 x 25 cm.

**£5,000 - 7,000**

**€6,300 - 8,900**

Painted in 1939.

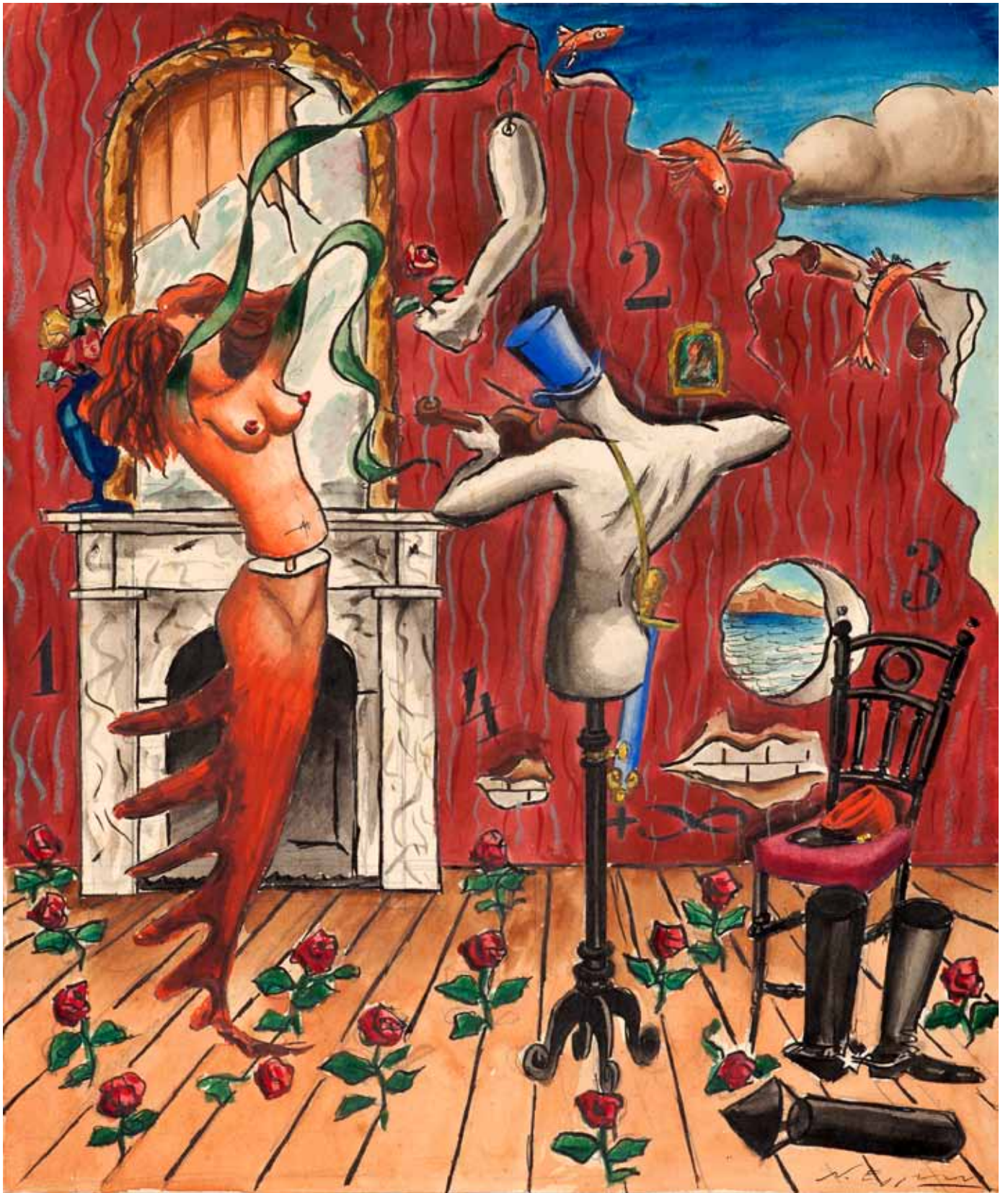
**Provenance**

Private collection, Athens.

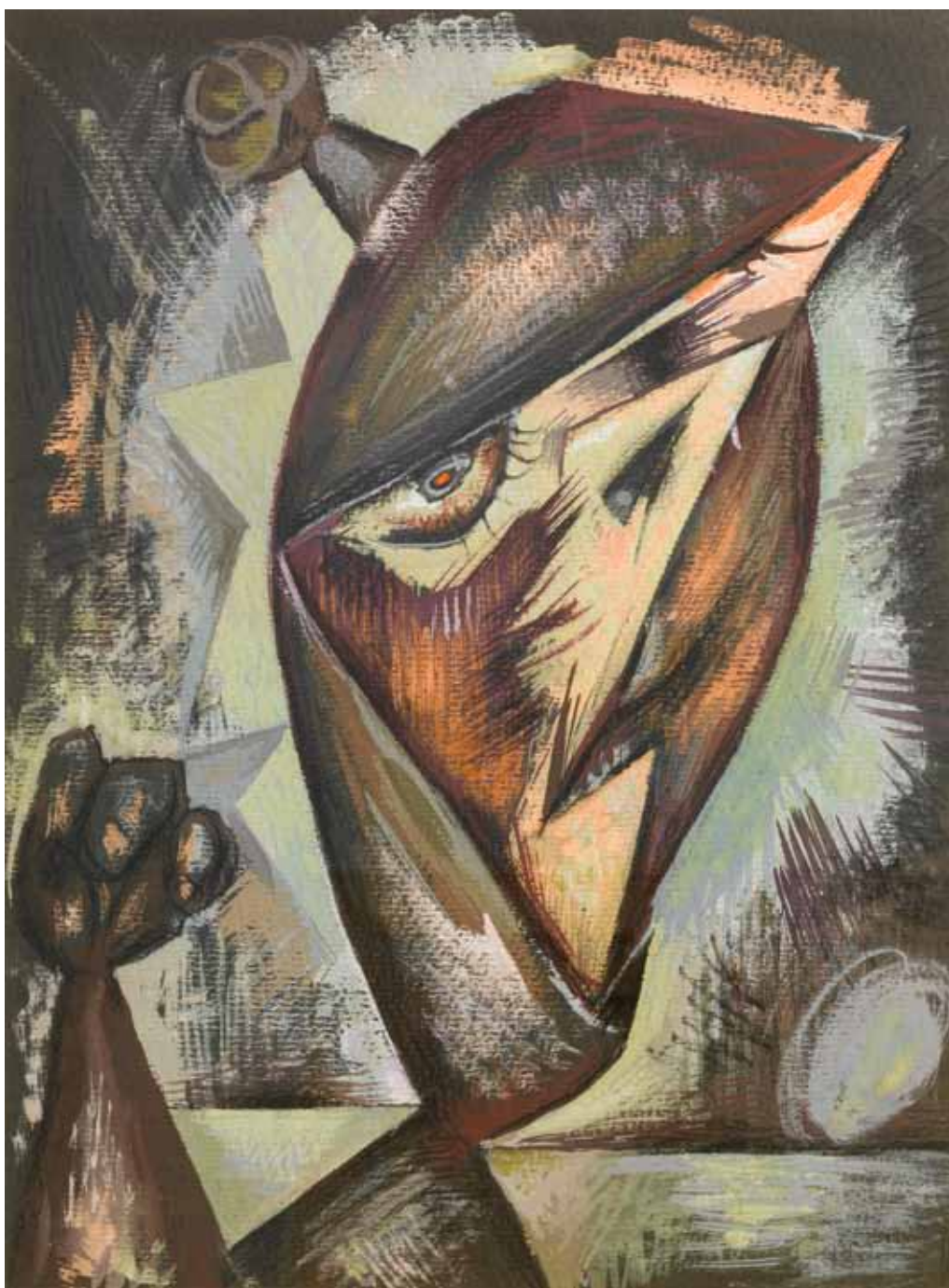
**Literature**

K. Perpinoti-Agazir, *Nikos Engonopoulos - Son Univers Pictural*,  
Benaki Museum Editions, Athens, 2007, no 268, p. 251 (illustrated).









2 AR

**MARIOS PRASSINOS (1916-1985)**

Guerrier, 1938

signed 'Prassinos' (lower right)

gouache on paper

40.4 x 30.1 cm.

£5,000 - 7,000

€6,300 - 8,900

This work, which is accompanied by a certificate of authenticity from the expert Catherine Prassinos, has been executed on a paper from the well-known weekly French newspaper *L'Illustration* that was published in Paris from 1843 to 1944.





3 AR

**YIANNIS MORALIS (1916-2009)**

*Eroticon*

signed in Greek and dated '2002' (lower right)

acrylic on card

22.5 x 17 cm.

£5,000 - 7,000

€6,300 - 8,900

**Provenance**

Acquired directly from the artist by the present owner.

**SYMEON SABBIDES (1859-1927)**

Im Hofgarten zu Muenchen

indistinctly signed in pencil (on the upper left side of the reverse)

oil on panel

27 x 21.2 cm.

£6,000 - 8,000

€7,600 - 10,000

**Provenance**

Private collection, Germany.

**Exhibited**

Munich, Glaspalast, *VIII Internationale Kunstausstellung*, 1901, hall 34, reference number 1468 (according to the label on the reverse).

Bringing instantly to mind Sabbides's two enchanting oils of similar subject at the Athens National Gallery, namely *The Chinese tower in Munich* and especially the minuscule *Ringelreihe* (Ring around the rosy), which is considered a truly groundbreaking work of art, *At the Royal Gardens* can be associated with a now lost painting described by the artist in his notes: "Picture - Royal Gardens - Ring around the rosy. The arcade's interior on the north part, where the pictures by Peter von Hess<sup>1</sup> are displayed is of a much lighter hue than the one I used. This is probably because the old chestnut trees were cut down. However, the inner part at the top of the arches has taken on a golden-ochre shade, while the trees in front are brightly green, enlivened by the sky's reflections. Under the hats of the children playing in front of the archway is the darkest shadow, which is not clearly outlined. The ground is dark grey and the shadows of the figures are of a darker hue. The red of the arcade's wall, the red painted surfaces, have some grey-blue turquoise highlights. A grey dress compared to the ground's grey seems of a lighter colour."<sup>2</sup>

Sabbides's notes mention certain key descriptive features one can easily recognise in the Bonhams picture, such as the archway in the background, the red painted walls, the grey dresses in the foreground and the hats of the children playing in front of the arcade. As noted by Professor S. Lydakis, the artist's observations are based on immediate impressions largely dependent on the lighting conditions at a specific time of day. They are of an impressionist nature, meant, however, to be permanently captured on the final work, in which the sense of a fleeting moment is less pronounced. Although the painting is more akin to German than to French impressionism, which Sabbides was familiar with since he was residing in Munich, *At the Royal Gardens* conveys a keen sense of joy that is closer in spirit to Pierre-Auguste Renoir than to Max Liebermann.

<sup>1</sup>. In 1833, Peter von Hess accompanied king Otto from Bavaria to Greece, where he painted scenes from the Greek War of Independence. The 40 oil sketches he made were copied in a mural-size format and displayed at the northern arcades of the Royal Gardens in Munich.

<sup>2</sup>. M. Kasimati, *Symeon Sabbides, His Life and Work*, Adam-Pergamos editions, Athens 2006, p. 170; S. Lydakis, *Symeon Sabbides in The Greek Painters*, vol. I, from the 19th to the 20th Century, Melissa editions, Athens 1974, p. 280.

We are grateful to Dr. Marilena Kasimati for her assistance in cataloguing this work.









5 (a)



5 (b)



6

5 AR

**THANOS TSINGOS (1914-1965)**

(a) Flowers in white background  
signed and dated 'TSINGOS 62' (lower right)  
oil on hardboard  
30 x 40 cm.

(b) White flowers in green background  
signed and dated 'Tsingos 62' (lower right)  
oil on hardboard  
30 x 40 cm.

(2)

£6,000 - 8,000

€7,600 - 10,000

6 AR

**SPYROS VASSILIOU (1902/3-1984)**

Bed under the sky  
signed in Greek and dated '74' (lower right)  
oil and mixed media on canvas  
73.5 x 92.5 cm.

£7,000 - 10,000

€8,900 - 13,000

**Provenance**

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





detail





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

Hydra, Composition in black  
signed 'GHIKA' (lower right)  
encaustic on wood  
40.5 x 50 cm.

£40,000 - 60,000

€51,000 - 76,000

Painted in 1939.

**Provenance**

A. Antonopoulos collection, Patras (as mentioned in Zervos; Petsalis, Mystakas).

G. Ladopoulos collection (as mentioned in Whitechapel Gallery, 1968 and Hellenic-American Union, 1973).

A. Anastasiadis collection (as mentioned by Christou)

Private Collection, Athens.

**Exhibited**

London, *Six Contemporary Greek Painters*, March 1946, (listed in the exhibition catalogue, no. 28).

Athens, Hellenic-American Union, *Ghika*, April 1973 (listed in the exhibition catalogue).

Athens, National Gallery - A. Soutzos Museum Athens, *Ghika*, May 1973, no. 22 (illustrated in the exhibition catalogue).

To Triton Mati Gallery, *Nikos Hadjikyriakos Ghika*, 2nd Retrospective Exhibition 1935-1940, March 13-30, 1979 (possibly).

Athens, To Triton Mati Gallery, *Hadjikyriakos Ghika, 1921-1940*, October 22-27, 1979 (possibly).

**Literature**

*Cahiers d'Art*, Paris, 1945-1946, p. 337.

*Ghika, Paintings, Drawings, Sculpture*, C. Zervos, S. Spender, P.L. Fernor ed., Boston Book and Art Shop, Boston 1965, no. 42 (illustrated).

*Ghika, Paintings 1934-1968*, exhibition catalogue, Whitechapel Gallery, London 1968, no. 7, p. 13 (listed).

*The Greek Painters*, vol. II, 20th Century, Melissa editions, Athens 1975, pp. 336-337 (discussed), p. 336 (illustrated).

N. Petsalis-Diomidis, *N. Hadjikyriakos-Ghika*, catalogue raisonné, Athens 1979, no. 202, p. 98 (referred), p.222 (illustrated).

A. Kotidis, *Modernism and Tradition in Greek Art of the Interwar Period*, University Studio Press, Thessaloniki 1993, p. 292 (referred).

*In Memory of N. Hadjikyriakos Ghika* (text by C. Christou), Academy of Athens, Athens 1995, p. 15 (referred).

C. Christou, *Nikolis Hadjikyriakos-Ghika*, Minutes of the Athens Academy, 1995, vol. 70, no. 2, Athens 1995, p. 305 (referred).

A. Mertiris, *Dimokratikos Logos* newspaper, 14.5.1995, p. 23 (referred).

C. Christou, *Nikolis Hadjikyriakos-Ghika*, exhibition catalogue, Municipal Gallery of Rhodes, Rhodes 1996, p. 15 (referred).

C. Christou, *Greek Painting of the Twentieth Century*, vol. I, Athens 2000, p. 171 (referred).

*Immovable Cube-Like Houses Like Macaroons with Rose Sugar*, Benaki Museum, N. Ghika Gallery - Educational Programmes, Athens 1997, p. 35 (illustrated).

*Ghika and the Avant-Garde in Interwar Europe*, Benaki Museum - N.H. Ghika Gallery, Efesos editions, Athens 2004, no. 135, p. 238 (listed).

E. Mystakas, *Nikos Hadjikyriakos-Ghika and Space in his Painting*, doctoral dissertation, Athens, 2005, p. 278 (referred), p. 322 (listed), p. 280, fig. 119 (illustrated).

N. Hadjikyriakos Ghika, *The Apollonian, the Dionysian 1906-1994*, Exhibition catalogue, Athens 2006, no. 55, p. 48 (illustrated).

*Nikos Hadjikyriakos Ghika*, Ta Nea editions, Athens 2006, p. 39 (discussed), pp. 22-23, 25, 139 (illustrated).

C.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, no. 43, p. 110 (discussed), p. 113 (illustrated).

**The blackened pitcher has the texture of the distant mountain. The cube-like houses enter through the window sprinkled with sugar like the island's macaroons.**

N. Hadjikyriakos-Ghika

One of the most charming and accomplished paintings from Ghika's celebrated Hydra period (1938-1940)<sup>1</sup>, during which the defining characteristics of the artist's work were formulated, *Hydra: Composition in black* draws from the fragmented planes and spatial distortions of cubism, while alluding 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>2</sup>

"When I painted the views of Hydra in the 1930s I was drawn and inspired by the clear lines and the austere design I discovered in the tiered square houses. These elements effortlessly offered me the cubist handling of form evident in my Hydra landscapes. My works from this period are like silent symphonies composed of geometric shapes and lucid colours, like architectural compositions made from the fragments of rocks, walls, steps, stone fences, patches of sky and sea. Immovable cube-like structures like almond macaroons with rose sugar."<sup>3</sup>

As noted by N. Petsalis-Diomidis, who researched the artist's output from the 1920s and 1930s, "the sixteen paintings of his Hydra output from 1938-39 startle us with their perfect compositional harmony and the smooth integration of the artist's post-cubist style with the Greek landscape, island architecture and the Mediterranean light. At 32, Ghika already had the skill and vision to offer Greek art a new perspective that rejected academic norms and attuned with contemporary art trends expressed mainly by the Ecole de Paris and the Bauhaus. Of these works, *Composition in black* is a remarkable achievement."<sup>4</sup>

Discussing the Bonhams picture in 'Greek Painters', Melissa editions, M. Achimastou-Potamianou notes: *Hydra: Composition in black*, 1939, deals with the merging of the interior and exterior space. The boundaries of space are shattered and the houses of Hydra along with the sea rush into the room which rejoices in the fluttering flowers set in a vase, while a slender black pitcher on the left corner is wonderfully juxtaposed with the luminous whitewashed walls and rooftops on the right, while repeating the darkness of the Argolis mountain across the sea. The landscape of Hydra, with the spiritual and subtle buoyancy of its well-balanced lines and the unspoiled charm of its traditional architecture, empowered Ghika to open a fruitful dialogue with his native land, combining his cubist experience with the archetypal volumes of the island's landscape and the geometric forms of its houses."<sup>5</sup>

The vase shown in *Hydra: Composition in black* was also the main subject in the artist's "Vase with flowers", 1937, but in the Bonhams picture, as noted by C. Valkana, this still-life composition takes on a new meaning as it is formally combined with a landscape view, triggering opposing pairs, such as interior-exterior, naturalistic-abstract, nature morte - nature vivante, or angular-rounded.<sup>6</sup> Ghika's mercurial and inventive mind had the power to turn ordinary subjects like flowers, pots and rooftops into an otherworld of magic,<sup>7</sup> where cubes, right angles, semicircles, polygons and polyhedra, as Patrick Leigh Fernor put it, are held in mid-air like the stage properties of a conjuror that have miraculously halted and frozen in the middle of a juggling act.<sup>8</sup>

Such compelling and advanced aesthetic formulations as *Hydra: Composition in black* probably inspired the British poet Stephen Spender to note that "when it comes to his paintings of Hydra and Greece, Ghika is simply the best modern painter of Greece, and it is difficult to think of any past painter to compare with him."<sup>9</sup>





<sup>1</sup>. In 1936 Ghika started renovating his family's mansion on Hydra and from 1937 on he regularly visited the island, hosting such distinguished guests as Cartier-Bresson and Walter Gropius.

<sup>2</sup>. N. Hadjikyriakos-Ghika, *On Greek Art* [in Greek], *Neon Kratos* journal, no. 5, January 1938.

<sup>3</sup>. N. Hadjikyriakos-Ghika, *Talking about Hydra* [in Greek], *Efthini* journal, no. 158, February 1985, pp. 49-52.

<sup>4</sup>. N. Petsalis-Diomidis, *N. Hadjikyriakos-Ghika*, catalogue raisonné, Athens 1979, p. 98.

<sup>5</sup>. M. Achimastou-Potamianou, *The Art of Ghika* in *The Greek Painters*, vol. II, 20th Century, Melissa editions, Athens 1975, pp. 332, 336-337.

<sup>6</sup>. C.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, p. 110.

<sup>7</sup>. M. Hadjidakis, *Some Aspects of Modern Greek Art* in *Perspective of Greece*, Atlantic Monthly Supplement, New York 1955, p. 31.

<sup>8</sup>. P. Leigh Fermor, *the Background of Niko Ghika* in *Ghika, Paintings, Drawings, Sculpture*, C. Zervos, S. Spender, P.L. Fermor ed., Boston Book and Art Shop, Boston 1965, p. 33.

<sup>9</sup>. S. Spencer, *Ghika* in *Ghika, Paintings, Drawings, Sculpture*, p. 22.



8

8\*

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

Young musician  
signed 'Ralli' (lower right)  
oil on panel  
26 x 18 cm.

£5,000 - 7,000  
€6,300 - 8,900

9

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

An appointment  
signed 'Ralli' (lower left)  
oil on canvas  
55 x 33 cm.

£7,000 - 9,000  
€8,900 - 11,000

Bearing a label stating the title and address of the artist's residence on the reverse (stretcher).







10

**JEAN ALTAMOURA (1852-1878)**

Sailing ship in the port of Copenhagen

signed 'J. Altamura' (lower left)

oil on canvas

41 x 61.5 cm.

£20,000 - 30,000

€25,000 - 38,000

**Provenance**

Private collection, Athens.

**Literature**

*Jean Altamours, his Life and Works*, exhibition catalogue, Benaki Museum, Athens 2011, p. 145 (illustrated).

Sailing ship in the port of Copenhagen is one of the extremely scarce works by Altamura, a short-lived but exceptional seascape painter who by the age of 24 was already an acclaimed and highly paid artist enjoying the full support of the Greek Royal Court. As noted by E. Kypreou, who included this outstanding painting in the artist's major retrospective at the Benaki museum in 2011, "Altamura produced only a few works and none of them is mediocre. At a time when an attorney in law was being paid fifteen drachmas for a court appearance, a canvas by Altamura was purchased by the then Ministry of Marine Affairs for 2,000 drachmas."<sup>1</sup>

In 1873, Altamura won a scholarship from King George I that enabled him to pursue graduate studies at the Academy of Fine Arts in Copenhagen. As noted by Kypreou, "in Copenhagen his mind opened up. Starting out with his experience of the Greek light and the Greek landscape, he blended them with the metaphysical light of the European north. He lowered the horizon like an old Flemish master and rested the sky on the ground." The shifting atmosphere, the mobility of light, the jewel-like details, such as the three figures aboard the vessel, and especially the breadth and openness of the shimmering sky that shines through luminous travelling clouds recalling his famous Port of Copenhagen at the Athens National Gallery, have been portrayed with loving care and effortless brilliance, combining academic principles with a vivid sense of on-the-spot immediacy to transform natural elements into a lyrical image.

<sup>1</sup> E. Kypreou, *Jean Altamours, a Tempestuous Life* [in Greek], *Kathimerini* newspaper, 28.6.2009, p. 15.







11

11 AR

**SPYROS VASSILIOU (1902/3-1984)**

House interior  
signed in Greek and dated '77' (lower right)  
oil on canvas  
37 x 45.5 cm.

£4,000 - 6,000

€5,100 - 7,600

12

**THEOFILOS HADJIMICHAIL (1867-1934)**

Saint Eustathios and three female Saints  
signed in Greek and dated '1916' (on the reverse)  
natural pigments on panel  
42.5 x 24.3 cm.

£6,000 - 8,000

€7,600 - 10,000

**Provenance**

Private collection, Athens.

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, 11-13 November 2014. This painting will be located in Athens during the auction.











M. E. COME MORE.

13

**MICHALIS ECONOMOU (1888-1933)**

House by the sea

signed 'M. Economou' (lower right)

oil on canvas

37 x 57 cm.

£30,000 - 50,000

€38,000 - 63,000

**Provenance**

Private collection, Athens.

**Literature**

A. Kouria, *Michalis Economou 1884-1933*, Adam editions, Athens 2001, no. 63, p. 254 (listed), pp. 100-101 (illustrated).

Featured as a two-page illustration in A. Kouria's monograph on the artist -a clear indication of the importance attached to it, *House by the sea* is a quintessential Economou, this true master of early 20th c. Greek art whose signature style, as noted by Professor A. Kotidis, "is unique in European art."<sup>1</sup>

Delightfully reflected on still waters and captured in glowing, highly textured curvilinear forms and subtle tonalities, a humble seaside dwelling with a red tent, strongly reminiscent of the painter's *Dreaming house* in the collection of the Averoff Museum in Metsovo, is stripped from its descriptive role in order to reveal its expressive potential and transform into a lyrical image of subjective truth. The motif of the house reflected on water is a favourite and recurrent theme throughout Economou's oeuvre, echoing distant memories marked by early experiences and visual recollections.<sup>2</sup> "The coexistence of the man-made/solid with the natural/liquid provides the painter a bipolarity that allows him to express his psychological state. He seeks equilibrium in his pictorial world, the same way he tries to find a balance between security and uncertainty in his private life."<sup>3</sup>

While displaying his ability to transform ordinary subjects into evocative visions of humble monumentality, the artist is also concerned with the harmonious incorporation of the human presence into the whole -a female figure on the right walking along the waterline and an elusive silhouette suggested rather than depicted on the doorway under the red tent. He 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) dictated a uniform handling of energetic brushwork throughout the picture plane in the vein of many Pissaro landscapes (compare *Chestnut Trees at Louveciennes*, private collection, New York).

<sup>1</sup>. A. K(otidis) in *Dictionary of Greek Artists* [in Greek], vol. 3, Melissa editions, Athens 1999, p. 349.

<sup>2</sup>. See A. Kouria, *Michalis Economou* [in Greek], Adam editions, Athens 2001, pp. 27-28.

<sup>3</sup>. A. K(otidis), pp. 350-351.





14

**NIKOLAOS LYTRAS (1883-1927)**

View of Galatsi  
signed in Greek (lower left)  
oil on canvas  
55.5 x 35 cm.

**£20,000 - 30,000**

**€25,000 - 38,000**

**Provenance**

Given by the artist to Othon Pervolarakis thence by descent to the present owner.

**Exhibited**

Athens, Zappeion Hall, *exhibition of Paintings by Nikolaos Lytras 1902-1927*, April 1929 (illustrated in an exhibition photograph).

**Literature**

*Nikos Lytras, Painting with Light and Colour*, exhibition catalogue, National Gallery - A. Soutzos Museum, Athens 2008, p. 294.

Considered long lost, known only through a black and white photograph of Lytras's 1929 posthumous retrospective at Zappeion Hall where it hung next to the famous *Portrait of a boy* now at the collection of the Athens National Gallery, *View of Galatsi* captures the inner rhythm, eternal structure and timeless canon of the age-old Greek land, seeking not only to identify its unique character but also to interpret its very soul.

Rocky terrain, rolling hills and distant mountains, rendered in broad, long, continuous brushstrokes, are handled as powerful means of communicating the artist's acute perception and intense experience of their primordial volumes. The fluid rhythm of the execution becomes the means by which the artist not only records but shares in this field of energy in search of a deeper pictorial truth. The powerful, pronounced diagonal of the hillslopes, the large, triangular shapes and the overall development of oblique, undulating lines build up a rhythmically articulate series of formal elements, welding the image into such a compelling entity that even the artist's signature on the lower left seems organically integrated in the pictorial surface, as if it were an 'indigenous' part of the landscape.

The simplified surfaces with their syncopated rhythm, the Cezannesque corporeality of the picture plane and the sweeping, energetic brushwork in the vein of van Gogh betray the sure hand of a master expressionist and assert the freedom of his pictorial gesture, while conveying to the viewer a sense of immediacy and an impression of a first-hand experience.

As noted by A. Kouria and D. Portolos, who prepared the artist's monograph<sup>1</sup>, Lytras's landscape views are stripped of the often idealised descriptiveness of traditional naturalistic renderings. His landscapes are rugged, frugal, without beautifying tricks or decorative framings, lending the Greek landscape a new formal identity and meaning.

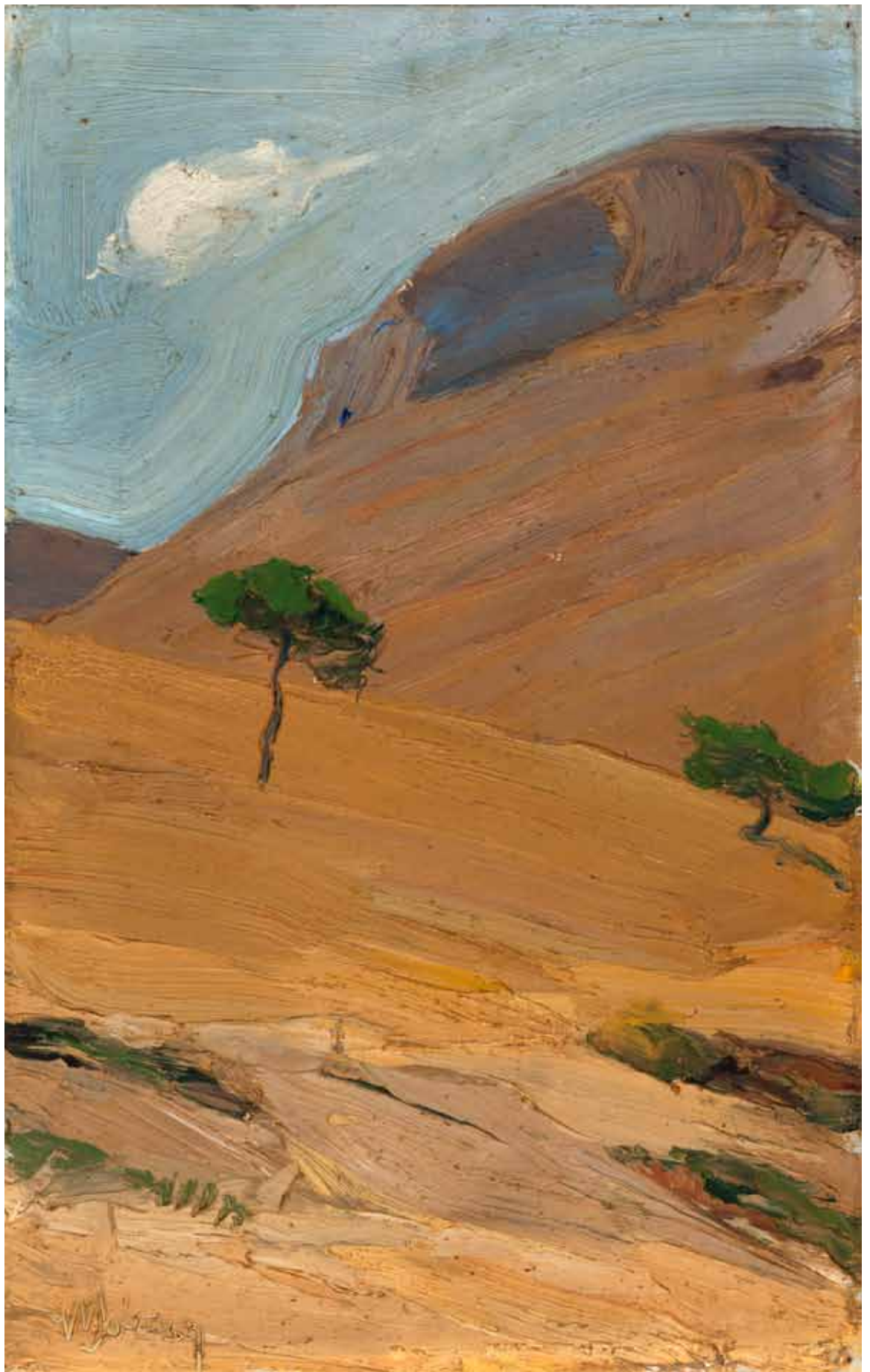
<sup>1</sup>See A. Kouria, D. Portolos, *Nikos Lytras, Building Form with Color and Light* [in Greek], exhibition catalogue, National Gallery - A. Soutzos Museum, Athens 2008, pp. 107-109, 113.



Photo of the exhibition of paintings by Nikolaos Lytras at Zappeion Hall in Athens in 1929.

We are grateful to the artist's family for kindly giving permission to use the photograph.





15 AR

### NIKOS ENGONOPOULOS (1910-1985)

Rien dans la vie n'est une énigme  
signed in Greek and dated '69' (lower right)  
oil on canvas  
55 x 45 cm.

£40,000 - 60,000

€51,000 - 76,000

#### Literature

*Tachydromos* newspaper, no. 14, 1983, p. 30 (illustrated).  
L. de Crecento, *History of Ancient Greek Philosophy*, vol. 1, Athens 1994 (cover illustration).  
*Kerdos* newspaper, November 30, 1995 (illustrated).  
*Ideas and Solutions for the Home* magazine [in Greek], December 1995, p. 208 (illustrated).  
*Athinorama* magazine, December 1, 1995 (illustrated).  
*Theathinai* magazine, December 1, 1995 (illustrated).  
*To Onoma* newspaper, December 2, 1995 (illustrated).  
*Apogevmatini* newspaper, December 3, 1995 (illustrated).  
*Niki* newspaper, December 4, 1995 (illustrated).  
*Einai* magazine, December 5, 1995 (illustrated).  
*Kathimerini* newspaper, December 10, 1995 (illustrated).  
Nikos Engonopoulos, *Sketches and Colours*, Ypsilon Books editions, Athens 1996, p. 173 (illustrated).  
*To Vima* newspaper, November 24, 1996 (illustrated).  
*Niki* newspaper, September 7, 2002 (illustrated).  
Nikos Engonopoulos, *Mythology*, Ypsilon Books editions, Athens 2006, p. 128 (discussed), p. 129 (illustrated).  
K. Perinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, Exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no. 947, p. 358 (illustrated), p. 502 (illustrated).  
*Place: Engonopoulos*, Exhibition catalogue, Macedonian Museum of Contemporary Art, Thessaloniki 2007, p. 28 (illustrated).  
D. Menti, *Faces and Facades, Literary Identity Interpretations in Modern Greek Poets*, Gutenberg editions, Athens 2007, p. 161 (discussed), p. 160vi (illustrated).  
O. Tachopoulou, *Modernist Primitivism, Surrealist Versions in the Poetic Work of Nikos Engonopoulos*, Nefeli editions, Athens 2009, p. 341 (discussed), no. 8 (illustrated).  
Nikos Engonopoulos, *The Painter and the Poet*, Conference Minutes, Benaki Museum Library, Athens 2010, p. 85 (discussed), fig. 21 (illustrated).  
*Approaching Surrealism*, exhibition catalogue, Museum of Contemporary Art - Vassilis and Eliza Goulondris Foundation, Andros 2012, p. 201 (illustrated)

**Learn this: it is the sphinx of myth  
That fell off the pedestal  
When she found out  
That the "secret"  
Was no more**

Nikos Engonopoulos

On a rocky coastal landscape crowned by an ancient Greek temple, a modern-day, antiheroic Oedipus in a dazzling yellow hat and trousers is sitting pensively with his right hand rubbing his chin moments before solving the sphinx's famous riddle: which animal first walks on four legs, then on two and, finally, on three?

Half-human, half-animal, the sphinx is a hybrid creature of mystery and enigma, a cross between a maternal figure and a predatory beast, signifying the eternal struggle between nature and culture, science and sorcery, divine reason and the chthonic forces that rule the earth.<sup>1</sup> Denoting the eternal mysteries of life and riddles of existence and recalling humanity's untamed, feral past, the sphinx is an archetypal, allegorical figure akin to Medusa and Salome, often depicted by classicists like Ingres, fin-de-siècle symbolists, such as Gustave Moreau, and meticulous orientalist, like Jean-Leon Gérôme.

In surrealist art, the hybrid sphinx often meditates between the human and the bestial, serving as a symbolic reunification of a civilized world deprived of passion and an animal realm in which the magical powers of beasts help humans reconnect to their primordial self. Her riddle, the answer to which reveals Oedipus's understanding of the nature of human existence, became in surrealist hands an inquiry into complex psychological issues. The sphinx appears in Breton's 1936 essay *Le Château Etoilé* as a guardian beast before whom all who wish to enter the surrealist universe must answer a question about the future and liberating power of love.<sup>2</sup>

Engonopoulos identifies with the sphinx as a singer or enigmatic muse, using her as a source of his personal inspiration.<sup>3</sup> The sphinx appears in Engonopoulos's poem "On the Roads of Life" where she realises that her "secret is no more" and in the poem "To Gregorios Patsikias", which also features Medea without her poisons, Leda without the swan and Shahrazad without a single myth.<sup>4</sup> In the Bonhams picture, Engonopoulos sets up a system of poetic metaphor that faithfully reflects his attitude towards painting, both as a rich tradition to draw from and an ideal vehicle to probe into the inner world of Greekness. Even the enigmatic title "Rien dans la vie n'est une énigme" is part of his exploration of the impact of myths in his time, alluding to collective cultural symbols and constituting a sort of response to the pictorial riddles posed by the master of surrealist dreamscapes Giorgio de Chirico. As noted by former Athens National Gallery Director D. Papastamos, "Engonopoulos's art is not imbued by de Chirico's metaphysical atmosphere that so captivated the Greek painter. His heroes are not 'disquieted'; on the contrary they fully experience an everyday reality still bound with tradition and eastern myths."<sup>5</sup>

<sup>1</sup>. See B. Dijkstra, *Idols of Perversity*, Oxford University Press, New York & Oxford 1986, pp. 272-332.

<sup>2</sup>. See W. Chadwick, *Women Artists and the Surrealist Movement*, Little, Brown and Company, Boston 1985, pp. 188-189.

<sup>3</sup>. See R. Zamarou, *The Secret Poet in the Boeotian Roads* [in Greek] in *Lexi Magazine*, no. 179, January-March 2004, p. 75.

<sup>4</sup>. Both poems are included in the collection *In the Vale of Roseries* [in Greek], Ikaros editions, 1978, pp. 61-62, 69-70.

<sup>5</sup>. D. Papastamos, preface in the *Nikos Engonopoulos* retrospective exhibition catalogue [in Greek], National Gallery - A. Soutzos Museum, Athens 1983, p. 8.





16 AR

**YIANNIS MORALIS (1916-2009)**

Epithalamion

signed in Greek and dated '66' (lower right); signed, inscribed and dated 'Yannis Moralis/Athènes 1966' (on the reverse)

oil on canvas

79 x 73 cm.

**£60,000 - 80,000**

**€76,000 - 100,000**

**Provenance**

Private collection, France.

**Exhibited**

Athens, National Gallery - A. Soutzos Museum, *Yannis Moralis*, April 1988, no. 56/57 (possibly).

**Literature**

*Yannis Moralis*, Commercial Bank of Greece Group of Companies, Athens 1988, no. 163, p. 160 (illustrated).

*Moralis*, Adam editions, Athens 1993, no. 96 (illustrated).

Y. Bolis, *Yannis Moralis*, K. Adam editions, Athens 2005, p. 79 (illustrated).

*Yannis Moralis, Contemporary Greek Painters*, Ta Nea editions, Athens 2007, p. 65 (illustrated).

The painting belongs to Moralis's Epithalamia series from the 1960s, a body of work representing both a continuation of and a departure from his Epitymvia compositions. The pictorial space is defined by an intricate fabric of highly abstractive shapes, with the bodies of a man and a woman approaching each other and merging into a single form.





17 AR

**YIANNIS TSAROUCCHIS (1910-1989)**

Seated youth in Olympiakos jersey

signed in Greek (lower right)

oil on canvas laid on panel

35.5 x 24.2 cm.

**£15,000 - 20,000**

**€19,000 - 25,000**

**Provenance**

Karolos Koun collection, Athens (as mentioned in Osei Myra).

Private collection, Athens.

**Exhibited**

Athens, The British Council, *Yannis Tsarouchis exhibition 1932-1952*,

February 17-29 1952, no. 14 (possibly).

Athens, Benaki Museum, *Yannis Tsarouchis 1910-1989*, December 18,

2009 - March 14, 2010, no. 144 (illustrated in the exhibition catalogue, p. 143).

**Literature**

G. Lazanis, *The Unknown Football Player* by Y. Tsarouchis in *Osei Myra*

*Yannis Tsarouchis 1910-1989*, A. Savakis ed., Kastaniotis editions,

Athens 1998, pp. 263-264 (discussed).

Once offered as a gift to the great theatre director Karolos Koun by Tsarouchis himself, this gem of a painting is described in detail by George Lazanis, leading actor and director of Koun's legendary Art Theatre:

"A football player emerges from a rather humble background. Jersey, broad red and white stripes, sleeves rolled above the elbow, white collar. Below the jersey's neck opening, barely visible on the footballer's suntanned body is a yellow cord he could use to tighten the collar if he didn't want his chest to show. He is the archetypal football player. Head held high, hair shorn around the ears and parted on the left, small but stubborn forehead, thick eyebrows close together, faint moustache, slightly unshaven, Greek nose, chin also stubborn. The artist observes his model from a lower level. The athlete's parted legs extend to the extreme foreground, while cast shadows endow them with a powerful statuesque quality, deliberately digressing from the painting's naturalistic style. I would also like to dwell on another detail of this small painting. On that pea-green clay pitcher with the pink cap left on the floor, next to the table, decorated with red flowers and green leaves. It may have held cool water, since not everybody had a refrigerator then. But it may also be the prize the athlete is dreaming of or a jar holding the ashes of a bygone era. Complex and wondrous the painting of Tsarouchis; a pulse of time and life, it holds well-kept what history forgets."<sup>1</sup>

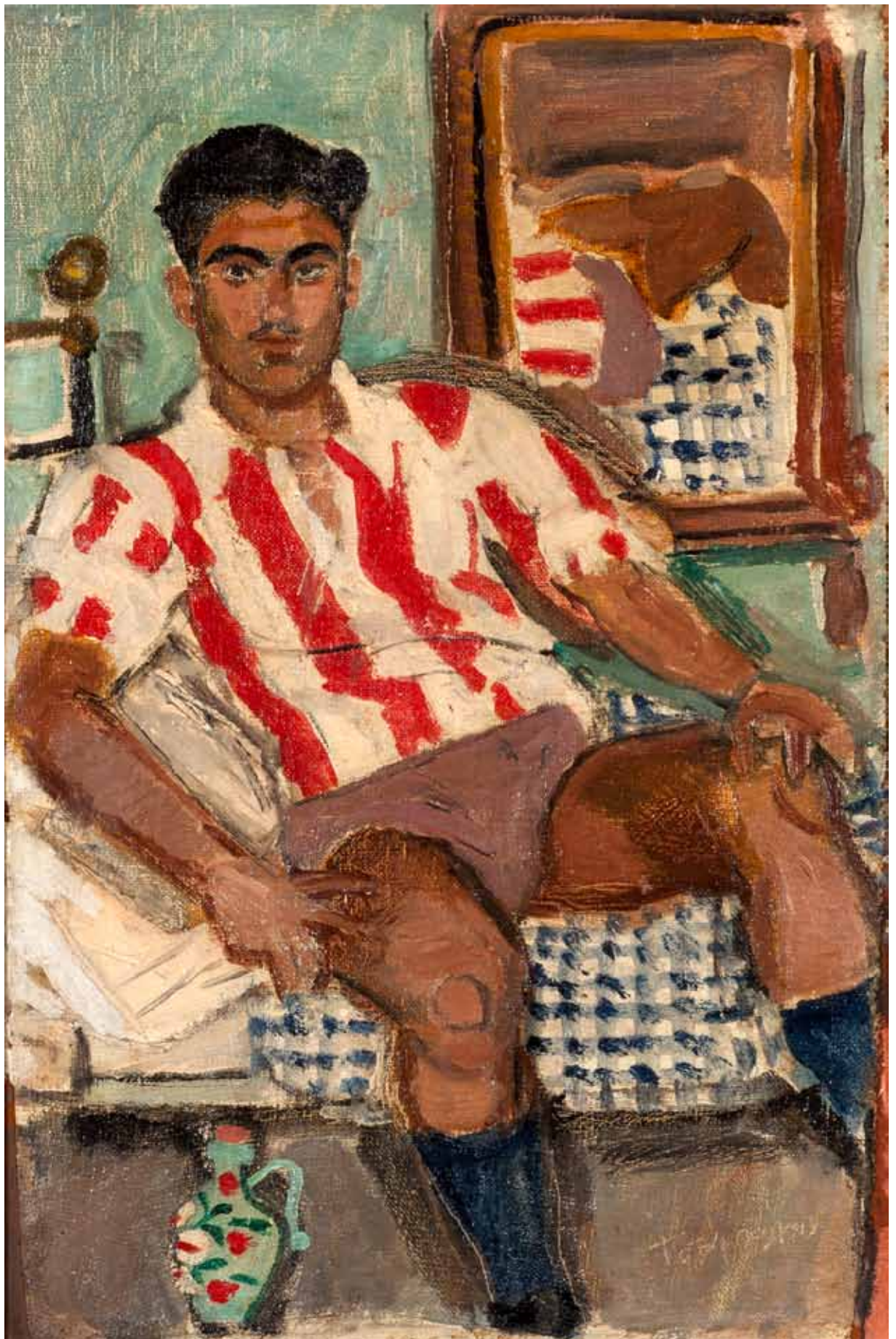
In the 1950s, the Olympiacos football club, rooted in the poor neighbourhoods of Piraeus, became legendary with thousands of fans throughout Greece. This was a golden age, during which the club won seven championships. During that period, Olympiacos fielded perhaps the best team in its history, a galaxy of stars that included key players of the Greek national team.<sup>2</sup>

In Michalis Kakoyannis's 1955 movie *Stella* with art direction by Yannis Tsarouchis, in a scene with Melina Mercouri, a picture of an Olympiacos FC player by Tsarouchis himself can be seen in the background. Born and raised in Piraeus and inspired by the team's success and mass appeal among the working classes, the artist painted his young men in Olympiacos's red and white jerseys, seeking in their healthy, physically fit bodies and harsh facial traits the humane dignity and inner truth of Modern Greece.

<sup>1</sup>. "The *Unknown Football Player* by Yannis Tsarouchis" [in Greek], *Osei Myra, Yannis Tsarouchis 1910-1989*, Kastaniotis editions, Athens 1998, p. p. 263.

<sup>2</sup>. See V. Kardasis, *Olympiacos, an Archive, a History* [in Greek], Militos editions, Athens.





18 AR

**THANOS TSINGOS (1914-1965)**

Cannes

signed and dated 'TSINGOS 59' (lower right); signed and dated again

'No 104/TSINGOS/59' (on the reverse)

oil on canvas

162 x 130 cm.

**£40,000 - 60,000**

**€51,000 - 76,000**

**Provenance**

Galerie 65, Cannes.

Private collection, Athens.

**Exhibited**

Cannes, Galerie 65, *Tsingos*, 1959, no. 104.

Athens, National Gallery - A. Soutzos Museum, *Thanos Tsingos*, July

1980, no. 60 (illustrated in the exhibition catalogue).

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

*Transformations, Quests*, Ministry of Culture and Science - Athens Cultural

Capital of Europe, 1985 (illustrated in the exhibition catalogue, p. 93).

In 1959, Tsingos reached the pinnacle of his success, reaping laurels in Cannes for his one-man show at Gallery 65. His paintings were sold in Europe, the USA and Canada, while his London galleries consistently promoted his work.<sup>1</sup>

In Cannes, a brilliant picture included in this breakthrough show, sinewy calligraphic lines and abstractive shapes worked with thick impasto into a kind of sculptural form, are freely combined on a shimmering surface to evoke the meeting of sea and land and produce a highly personal interpretation of the cosmopolitan port in the South of France that recalls the leisurely pleasure found by Picasso at Antibes, Bonnard at Le Cannet, and Dufy in Nice.

Bursting with intensity and verve, the painting showcases the artist's sensitivity for the materiality of paint and fascination with texture and colour (note the dazzling white and red highlights on a wonderful sea of green gleaming with an imaginative blend of hues including olive, mineral, forest, hunter, India, pine and midnight greens.)

The immediacy of the execution, reminiscent of the surrealist automatic writing, shifts the centre of gravity from the production of images to the process of painting. The viewer's eye travels along the vigorous lines, following the movement of the painter's hand, his romantic gesture which reveals the liberation of confined energy.

Starting in 1954, Tsingos used to spend spring and summer months in the Côte d'Azur, often working fervently on new projects that represent some of the most inspired formulations of art informel, Europe's response to the high-rhetoric of America's abstract expressionism.

<sup>1</sup>. See *Thanos Tsingos - Yannis Gaitis* [in Greek], exhibition catalogue, Cyclades Gallery, Ermoupolis, 2004.









19

19 AR

**GEORGIOS GOUNAROPOULOS (1889-1977)**

Watering the horses  
signed 'G. Gounaro' (lower right)  
oil on canvas  
50 x 150 cm.

£10,000 - 15,000

€13,000 - 19,000

Painted c. 1925

**Exhibited**

Paris, Vavin-Raspail Gallery, *G. Gounaro*, October 1925.

**Literature**

*Les Arts Plastiques* magazine, no. 3, October 1925 (illustrated).  
M. Skaltsa, *Gounaropoulos*, Athens Municipality Cultural Centre,  
Athens 1990, p. 27, no. 19 (illustrated), p. 119, no. 145 (illustrated).

Recalling the magnificent horses on the Parthenon's Ionic frieze, this important Gounaropoulos from the mid-1920s generates a feeling of monumentality and trancelike immobility that conveys the viewer to a timeless world of classical visions and archetypal forms. In 1925, the year he painted the Bonhams picture, Gounaropoulos turned decisively towards liberating colour from the constraints of the outline. It's the time when he started to abolish single focus lighting effects and cast shadows in favour of the multifocal lighting patterns of Byzantine painting, achieving, nonetheless, a pronounced sense of tactility and sculptural quality. The mid-twenties is also the time when he started using the G. Gounaro signature.

20 AR

**GEORGIOS GOUNAROPOULOS (1889-1977)**

Odysseus fleeing after blinding cyclops Polyphemus  
signed and dated 'G.Gounaro/47' (lower right)  
oil on canvas board  
65 x 81 cm.

£10,000 - 12,000

€13,000 - 15,000

**Literature**

G. Mourellos, *Gounaro, Artistes Grecs Contemporains*, Athens 1957, no. 9 (illustrated).

I. Galeridis, *Mythological Representations by Modern Greek Painters of the Late 19th and Early 20th Centuries*, doctoral dissertation, Athens 1990, p. 66 (discussed).

C. Christou, *Greek Painting in the Twentieth Century*, vol. 1, 1882-1992, Athens 2000, p. 55 (mentioned).







21 AR

**DIMITRIOS GALANIS (1880-1966)**

Rue des Abbesses, Montmartre  
signed and dated 'D. Galanis 1909' (upper left)  
pastel and gouache on paper  
45 x 33 cm.

£5,000 - 7,000

€6,300 - 8,900

**Exhibited**

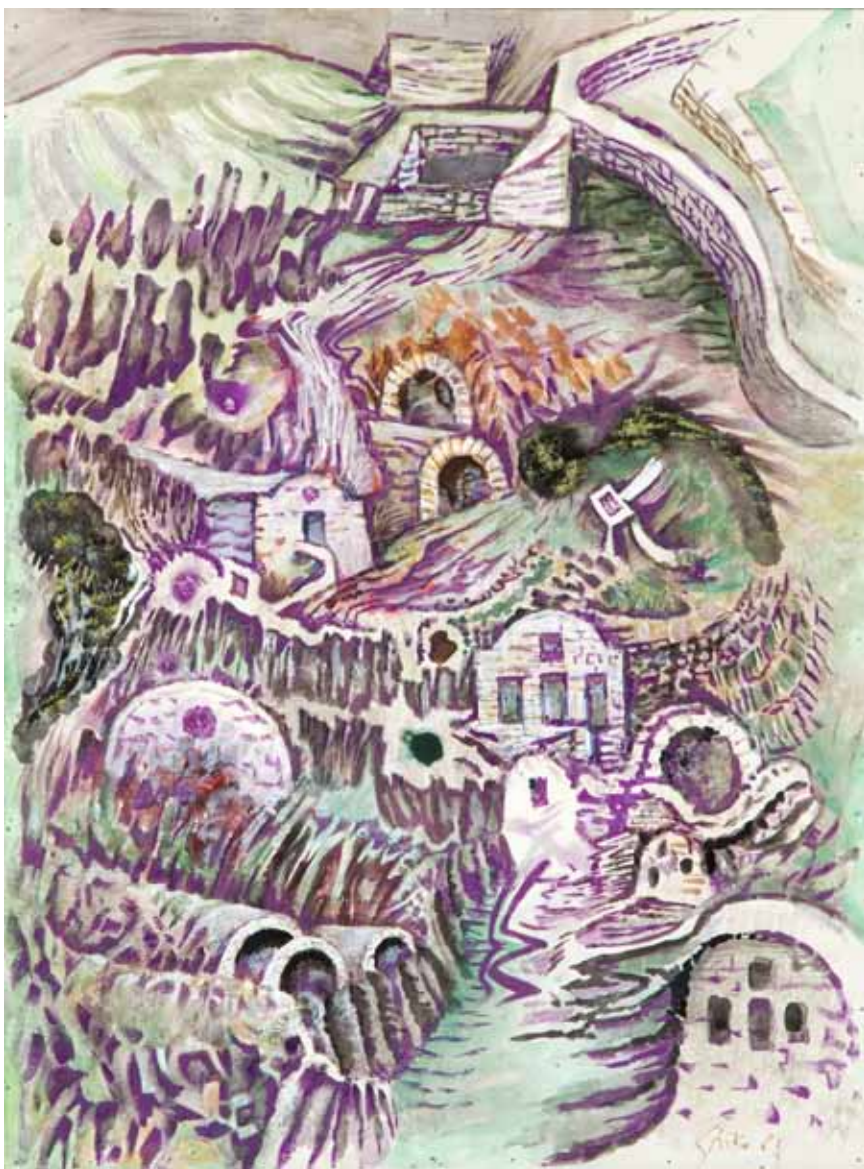
Brussels, Salon de l'Art Décoratif Français, *Exposition Universelle et Internationale de Bruxelles*, 1910.

A seminal work in Galanis's illustrious career, "Rue des Abbesses" from 1909 -one of his few works that bear a date- marks the artist's early engagement with the then emerging cubist movement and his gradual distancing from fauvist and Nabis influences, as well as the weighty legacy of the Toulouse-Lautrec school.

The artist portrays daily life in Paris during rush hour. The main thoroughfare is identified with Rue des Abbesses in Montmartre, where Galanis resided for two years at no.9 following his return from Berlin in 1909 and preceding his move to 12 Rue Cortot. The first cross street on the right is today's Rue Tholozé, while the next two are Rue Joseph de Maistre and the famed Rue Lepic, frequented by fin-de-siècle artists and intellectuals alike. The store with the light blue awning on the lower left corner is most probably today's Le Villa des Abbesses bistro at the junction of Rue Audran and Rue des Abbesses. Galanis captured his subject in striking detail, including the typical Tabac store signs, roof-top chimneys and striped shop awnings.

We are grateful to Dr. A. Drakogiorgos, scholar of D. Galanis, for the valuable information he gave us about this work.





22 AR

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

Houses in Santorini, Ia  
signed and dated 'Ghika 63' (lower right)  
mixed media on card  
50 x 37.5 cm.

£6,000 - 8,000

€7,600 - 10,000

**Provenance**

Private collection, Athens.

23

**THEOFILOS HADJIMICHAIL (1867-1934)**

Vlacha from Kalabaka with her sheep at Meteora

signed and inscribed in Greek (on the upper and lower part), dated 1933

natural pigments on textile

61 x 76 cm.

**£40,000 - 60,000**

**€51,000 - 76,000**

**Provenance**

Loris Margaritis collection, Athens.

Private collection, Athens.

**Exhibited**

Athens, British Council, *Theofilos*, May 2 - May 31, 1947.

**Literature**

*Angloelliniki Epitheorisi* journal, vol. 4, no. 1, May 1947 (listed on the back cover).

A top class Theofilos that belonged to the collection of the distinguished Greek composer Loris Margaritis (1894-1953) who, along with Nobel laureates G. Seferis and O. Elytis, professors D. Evangelidhes and A. Katakouzinis, art critic A. Xydis, the poet A. Embirikos and the painter N. Chadjiyriakos-Ghika organised the seminal 1947 Theofilos retrospective at the British Council in Athens, one of the most important and influential exhibitions of Modern Greek art ever mounted.<sup>1</sup>

The Bonhams picture was painted on the artist's native island of Mytilene, to which Theofilos had returned in 1926-27 following a forty-year odyssey. There, as noted by N. Matsas, he "enjoyed a very creative and prolific period, during which he painted some of his best works."<sup>2</sup>

A similar painting (with no sheep and the peasant woman holding a sickle instead of a shepherd's crook), owned by the renowned art critic and patron E. Teriade, was Exhibited in the Louvre in 1961.<sup>3</sup>

Around 1929, Teriade met with Theofilos in Mytilene and made a deal with him to paint portable works on canvas in return for a small compensation that would allow him to make a humble living and pay for his painting materials. Thanks to this arrangement, Theofilos's imaginary universe, which was crystallised on the walls of village houses and shops around Mt. Pelion, came back to life in a new and delightful manifestation. As noted by G. Samourkas, "the artist's Mytilene period, which lasted eight years until his passing in 1934, is his most mature; his designs became more confident, his colours warmer, his compositions more structured, his backdrops more embellished and his colour combinations more elegant."<sup>4</sup>

<sup>1</sup>. See A. Xydis, *The Discovery of Theofilos* [in Greek], *Kathimerini* newspaper - Eptalmeres, 20.3.1994, p. 12.

<sup>2</sup>. N. Matsas, *The Tale of Theofilos* [in Greek], Estia publ., Athens 1978, p. 153.

<sup>3</sup>. See O. Elytis, *The Painter Theofilos* [in Greek], Asterias editions, Athens 1973, p. 54; P. Zoiopoulos, *Theofilos the Ingenious Looney* [in Greek], Armos editions, Athens 2008, p. 63.

<sup>4</sup>. G. Samourkas, *Twelve Folk Painters* [in Greek], Athens 1974, p. 90.

**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, 11-13 November 2014. This painting will be located in Athens during the auction.**



Βλάχα της Καραμπάνας. Βασίλισσα τα πρόβατά της ως τους Άγους



χου των Μιτιώνων. Έργον Γεωργίου Γ. Χ. Μ. γράφ. 1933 εν Μιτιώνων



24 AR

**OTHON PERVOLARAKIS (1887-1974)**

From Hydra

signed in Greek (lower right)

oil on canvas

61 x 81 cm.

£8,000 - 12,000

€10,000 - 15,000

**Provenance**

The artist's estate.





25 AR

**COSTAS GRAMMATOPOULOS (1916-2003)**

View of Skyros

signed in Greek and dated '1975' (lower left)

acrylic on canvas

106 x 143 cm.

£7,000 - 10,000

€8,900 - 13,000

**Provenance**

Private collection, Athens.

26 AR

## YIANNIS MORALIS (1916-2009)

Full moon L (A)

signed in Greek and dated '1977' (lower right); signed, dated and inscribed

'Yiannis MORALIS/Athènes-Grèce/1977' (on the reverse)

acrylic on canvas

196 x 178 cm.

£220,000 - 280,000

€280,000 - 360,000

### Provenance

Sotiris and Katie Voutselas collection, Athens (as mentioned in Zygos Annual 1985).

Private collection, Athens.

### Exhibited

Athens, Zoumboulakis Gallery, *Moralis*, March 1978, no. 20 (illustrated in the exhibition catalogue).

Athens, National Gallery - A. Soutzos Museum, *Yannis Moralis*, April 1988, no. 94 (illustrated in the exhibition catalogue, p. 60).

### Literature

*Sima* magazine, no. 22, March 1979, no. 7, p. 48 (illustrated).

*Zygos* magazine, no. 60, July-August 1983, p. 20 (illustrated).

*Zygos* Annual Edition on the Hellenic Fine Arts, vol. 4, Athens 1985, p. 74 (illustrated).

*Yannis Moralis*, Commercial Bank of Greece Group of Companies, Athens 1988, no. 245, p. 249 (illustrated).

*Moralis*, text by C. Christou, Adam editions, Athens 1993, no. 171 (illustrated).

Y. Bolis, *Yannis Moralis*, K. Adam editions, Athens 2005, p. 162 (illustrated).

*Yannis Moralis, Contemporary Greek Painters*, Ta Nea editions, Athens 2007, p. 134 (illustrated).

Tenderly embraced by a soft glow of divine radiance and sensual luminosity, Moralis's graceful female figures are closely attuned to the timeless forms of ancient Greek art, as if they were created by the Muses and the Hours.<sup>1</sup> As noted by Nobel laureate O. Elytis "by using a limited vocabulary of form, in which recurrent and opposing curves of ochres and blacks dominate, Moralis has succeeded -in a manner unprecedented in Greek art- to transform the language of the natural world into a purely optical phenomenon. Memories and encounters are repeatedly distilled until they blend into forms of great simplicity and precision. The bodies of young girls emerge with the dampness of the sea, like magnified fragments of ancient Greek vases or miniature frescoes from a bygone place of worship. The artist was always driven by a longing for the monumental, bestowing even on his most sensual conceptions a feeling of mystery and a sense of the sacred"<sup>2</sup>

Painted in 1977, *Full Moon L*, is a superb example of advanced geometric abstraction, distinguished by solid compositional structure, purity of form, harmonious proportions and dynamic rhythm of flowing curvilinear themes and interlocking patterns. True to his classical Greek heritage and yet utilizing a formal vocabulary perfectly balanced to the scale of modern sensitivity, Moralis sought the realisation of a classical ideal, the discovery of a universal measure for logos and pathos. "Moralis uses abstraction to isolate the core of human existence, to create a language of symbols. He paints evocative forms that echo age-old memories, freed from the burden of their physical existence."<sup>3</sup>

Reviewing the artist's work from the late 1970s, K. Koutsomallis, Director of the Museum of Contemporary Art of the Basil and Elise Goulandris Foundation, incisively noted: "1976 marks the beginning of a period devoted exclusively to geometric abstraction. Forms now become wholly immaterial, dissolving into pure schemata. Their monumental character does not reduce their sensuality.

On the contrary, eroticism acquires its transcendental expression. In no way does this sensual robustness of form -vaguely reminiscent of nude human figures- take anything away from their graceful tenderness, lyrical quality and richness."<sup>4</sup>

By sacrificing all descriptive detail, avoiding tonal gradations and emphasising only the essential pictorial elements, Moralis expressed what is permanent and universal. "In his fragmented and elliptical figures and in the wealth of his linear compositions and chromatic statements, he neither describes nor narrates but expresses and interprets the forces of creation. Above all else, his paintings are at once erotic, profoundly sentimental and poetic. In them one may trace a progress from earthly to heavenly love, from the sensual aspects of the subject to the universal and eternal, to the metaphysical and transcendental."<sup>5</sup> Through his signature female subjects, endowed with grace and tenderness, we actually worship the eternal continuation of life.<sup>6</sup>

<sup>1</sup>. N. Chatzikyriakos-Ghika, *Nea Estia* magazine, no. 1245, 15.5.1979.

<sup>2</sup>. O. Elytis, preface to the *Moralis* exhibition catalogue [in Greek], Iolas-Zoumboulakis Galerie, Athens 1972.

<sup>3</sup>. Y. Bolis, *Yannis Moralis* [in Greek], Ta Nea ed., Athens 2007, p. 79.

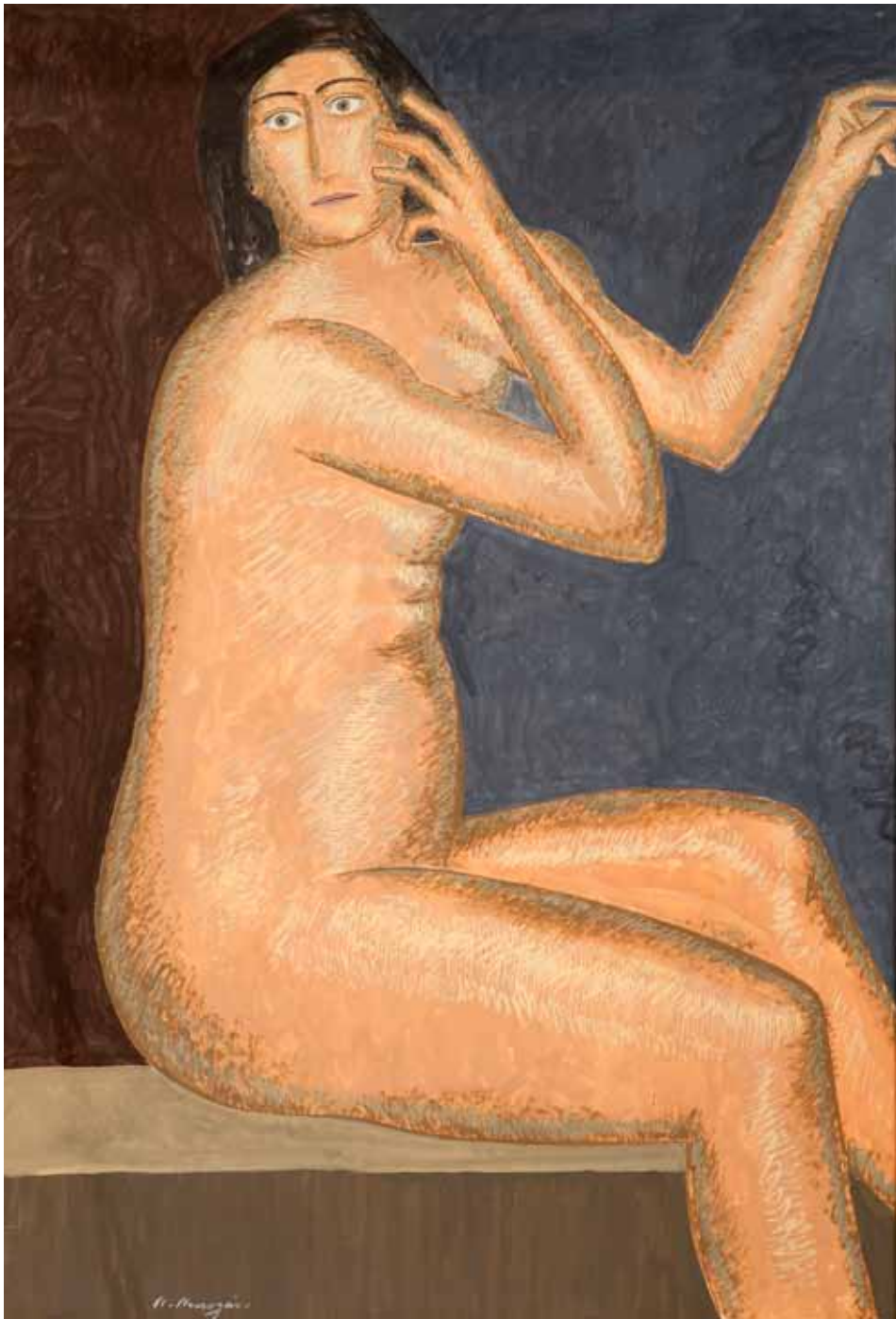
<sup>4</sup>. K. Koutsomallis, "The Painting of Yannis Moralis, a Tentative Approach" in *Y. Moralis, Traces*, exhibition catalogue, Museum of Contemporary Art - Basil and Elise Goulandris Foundation, Andros 2008, pp. 18-19, 30.

<sup>5</sup>. C. Christou, *Moralis*, Adam publ., Athens 1993, pp. 20, 33, 34.

<sup>6</sup>. See H. Kambouridis, *Sacred and Profane, Aspects of the Female in Modern Greek Painting 1930-2005*, Chania-Athens, 2005, p. 86.







27 AR

**NIKOS NIKOLAOU (1909-1986)**

Female nude

signed in Greek (lower left)

tempera on paper

98.5 x 68 cm.

£7,000 - 9,000

€8,900 - 11,000





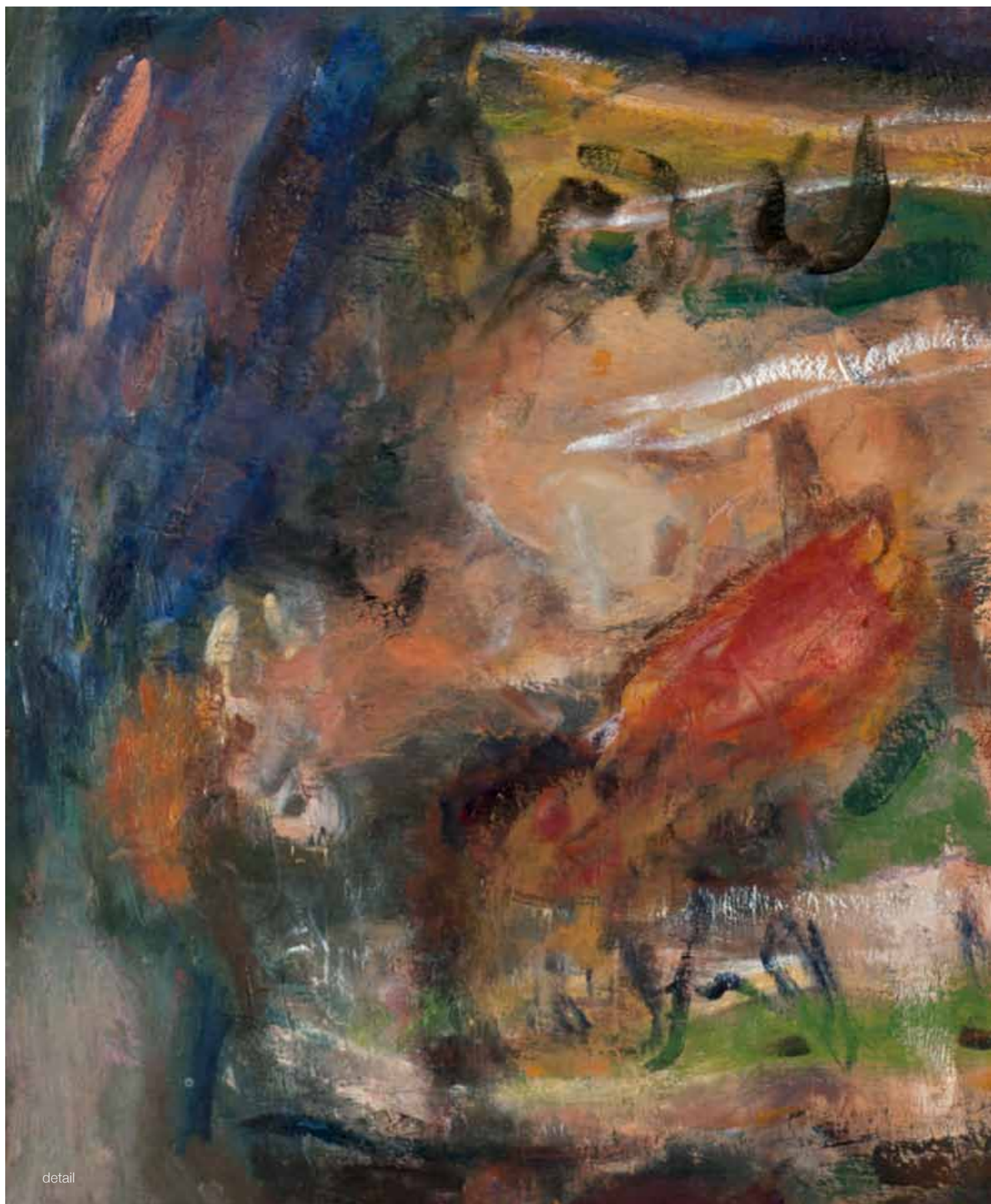
28 AR

**PARIS PREKAS (1926-1999)**

Victors and defeated  
signed in Greek and dated '1977' (lower left);  
also signed in Greek (on the reverse)  
oil on canvas  
94.5 x 94.5 cm.

£8,000 - 12,000

€10,000 - 15,000



detail





29 AR

**GEORGIOS BOUZIANIS (1885-1959)**

Reclining nude

signed 'Jo Busianis' (on the reverse)

oil on panel

79 x 103 cm.

**£50,000 - 70,000**

**€63,000 - 89,000**

Painted c. 1958.

**Exhibited**

Athens, Galerie 3, *Bouzianis*, 1981 (illustrated in the exhibition catalogue).

Athens, National Gallery - A. Soutzos Museum, Athens Cultural Capital of Europe, *Yorgos Bousianis*, October 21 - December 8, 1985, no. 30 (illustrated in the exhibition catalogue).

Andros, Modern Art Museum - Basil and Elise Goulandris Foundation, *Georges Bouzianis*, July 8 - September 18, 1989 (illustrated in the exhibition catalogue, p. 41).

Thessaloniki, Municipal Gallery - 24th Dimitria, *Georges Bouzianis*, October 16 - November 30, 1989.

**Literature**

*Zygos* magazine, no. 71, October 1961, p. 24 (illustrated).

*Syllektis* magazine, vol. 6, no. 61, May 1980, p. 215 (illustrated).

G. Mourellos, *Bouzianis ou à la Recherche de l'Humain, Nefeli* - Les Amis de Bouzianis editions, Athens 1985, no. 9 (illustrated).

*To Tetarto* magazine, no. 7, November 1985, p. 82 (illustrated).

*Eikastika* magazine, no. 48, December 1985, p. 33 (illustrated).

D. Deliyannis, *Bouzianis*, Adam editions, Athens 1996, no. 202, p. 153 (illustrated).

*Modern and Contemporary Greek Art, Emfietzoglou Collection*, Athens 1999 / 2005, p. 92 / p. 149 (illustrated).

*Ellinomouseion*, vol. 4, ET editions, Athens 2009, p. 107 (illustrated).

M. Emmanouil, *History of Art from 1945 in Five Chapters*, Kapon Editions, Athens 2013, p. 249 (illustrated).

Emerging from a shimmering ground of russets, yellows and purples, Bouzianis's *Reclining nude* pulsates with strong feeling and crackling energy, yet is continuously subordinated to aesthetic demands and disciplined by artistic intelligence. This inexhaustible vitality and incessant pulsating rhythm animates every part of the picture, making it look like an eternally vibrating star bathed in its own light.<sup>1</sup>

A master painter of the human figure, Bouzianis handled the female nude with great care, depicting sensual and voluptuous bodies in natural postures. In all his representations of the female nude -one of his favourite subjects after 1926, the artist did not try to suppress the eroticism inherent in the subject, but rendered it explicitly in all its glory.

Firmly believing that art shouldn't be a process of beautification but, instead, a vehicle for emotional states, he treated his sitters in a frank and direct manner -a typical characteristic of German expressionists who used the female nude to restore humanity's primal ties with nature.<sup>2</sup> Being part of the interwar European avant-garde, Bouzianis transcended the sterile academic tenets with an art of emotional and physical immediacy, seeking, as Oscar Kokoschka once said, to render the vision of people being alive.

<sup>1</sup>. See G. Mourellos, *Bouzianis's Technique* [in Greek], *Kathimerini* daily, Epta Imeres, 27.10.1996, p. 28.

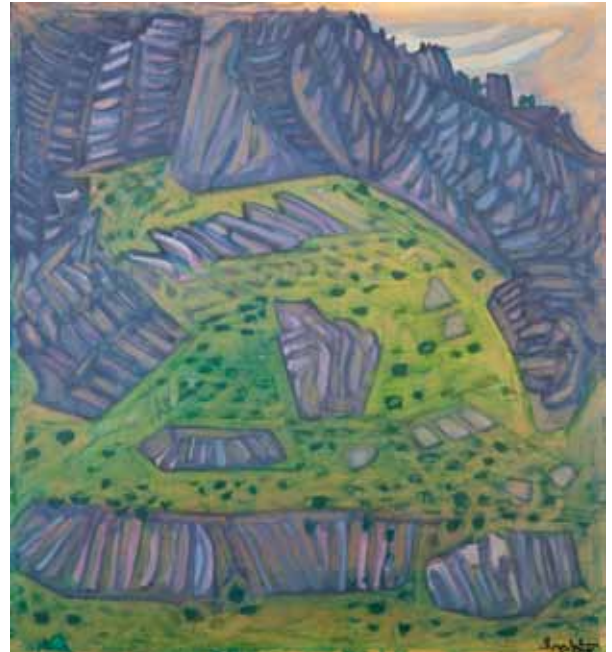
<sup>2</sup>. See D. Deliyannis, *Bouzianis* [in Greek], Adam publ., Athens 1996, pp. 101-103.







30 (a)



30 (b)

30 AR

**VALIAS SEMERTZIDIS (1911-1983)**

Two landscapes

(a) signed in Greek and dated '1976' (lower right)  
tempera on card laid on hardboard  
68 x 63 cm.

(b) signed in Greek and dated '1974' (lower right)  
tempera on card laid on hardboard  
62 x 68 cm.

(2)

**£5,000 - 7,000**

**€6,300 - 8,900**

31 AR

**THANOS TSINGOS (1914-1965)**

Chrysanthemums on black background

signed and dated 'TSINGOS/60' (lower right)  
oil on canvas  
93 x 73 cm.

**£8,000 - 10,000**

**€10,000 - 13,000**

**Provenance**

Private collection, Athens.

**Exhibited**

Athens, Permanent exhibition of Construction and Decoration Materials gallery, *Thanassis Tsingos*, 1961.

Athens, Athenian Technological Institute, *exhibition of Paintings by Th. Tsingos 1914-1965*, April 13-30, 1965 (listed in the exhibition catalogue, no. 46).

**Literature**

*Eos Revue Mensuelle Illustrée* magazine, no. 47, 1961 (illustrated).





32

**MICHALIS ECONOMOU (1888-1933)**

Boats at shore

signed in Greek (lower left)

oil on flannel laid on panel

50 x 61 cm.

£30,000 - 50,000

€38,000 - 63,000

A frank admission of admiration for atmosphere and lyrical feeling, this evocative picture of two fishing boats floating peacefully in shallow waters is surrendered to the truth of vision and the artist's subjective interpretation of nature. Although the seaside landscape 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, generating an atmosphere more like a distant, vague recollection than an actual sense experience.

This poetic mood 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> Note how the fisherman on the right boat is so integrated in the poetic atmosphere that he dissolves into his natural surroundings, partaking in the ethereal vagueness and poetic uncertainty of space. 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.









33 AR

**SPYROS VASSILIOU (1902/3-1984)**

Eretria

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

acrylic on novopan

70 x 100 cm.

**£8,000 - 12,000**

**€10,000 - 15,000**

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





34 AR

**SPYROS VASSILIOU (1902/3-1984)**

Athens

signed in Greek and dated '83' (lower right)

acrylic and golden leaf on canvas laid on panel

80 x 120 cm.

**£10,000 - 15,000**

**€13,000 - 19,000**

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

35 AR

### YIANNIS TSAROUCCHIS (1910-1989)

David's vision

signed in Greek and dated '65-74' (lower right)

oil on canvas

151 x 110,5 cm.

£200,000 - 300,000

€250,000 - 380,000

#### Provenance

Acquired from the artist by the present owner.

#### Exhibited

Thessaloniki, Macedonian Museum of Contemporary Art - Archaeological Museum of Thessaloniki, *Yannis Tsarouchis Retrospective exhibition*, October 1981, (illustrated in the exhibition catalogue, p. 188).

Athens, Benaki Museum, *Yannis Tsarouchis 1910-1989*, December 18, 2009 - March 14, 2010, no. 296 (illustrated in the exhibition catalogue, p. 221).

#### Literature

*Yannis Tsarouchis Paintings from his 1962-1974 Period*, exhibition catalogue, Il Gabbiano Gallery, Rome 1974 (referred).

E. Florou, *Tsarouchis-Painting*, (doctoral dissertation), Athens 1989, no. 878, vol. 1, pp. 154-155 (discussed), p. 266 (listed), vol. 2 (illustrated). *Yannis Tsarouchis (1910-1989) Painting*, Yannis Tsarouchis Foundation, Athens 1990, no. 381 (illustrated).

*Eleftherotypia* newspaper, 31.12.1988 (illustrated).

*The Independent*, 29 December 1988 (illustrated in an article by Philip Core; The Unknown Famous).

E. Florou, *Yannis Tsarouchis: His Painting and his Era*, Nea Synora-Livanis editions, Athens 1999, no. 191, p. XXXIII (mentioned), pp. 198-199 (discussed), p. 286 (listed), p. 199 (illustrated).

*Depicting Transcendence from Byzantine Tradition to Modern Art*, Exhibition catalogue, Museum of Contemporary Art - Basil & Elise Goulandris Foundation, Andros 2013 p. 255 (discussed).

## On my bed I remember you I sing in the shadow of your wings

### David, Psalm 63

A testament to the artist's unique perspective and a gracious glimpse of his enchanting universe, *David's vision* shows a young man reclining on a bed envisioning the angel on a cloud in the upper right part of the painting. On the upper left, inscribed on the background wall, is David's entire Psalm 63, which refers to an incident during which the Old Testament hero finds shelter from his persecutors in the Judean Desert and praises God:

You, God, are my God / earnestly I seek you / I thirst for you / my whole being longs for you / in a dry and parched land / where there is no water / I have seen you in the sanctuary / and beheld your power and your glory / Because your love is better than life / my lips will glorify you / I will praise you as long as I live / and in your name I will lift up my hands / I will be fully satisfied as with the richest of foods / with singing lips my mouth will praise you / On my bed I remember you / I think of you through the watches of the night. / Because you are my help / I sing in the shadow of your wings / I cling to you / your right hand upholds me / Those who want to kill me will be destroyed / they will go down to the depths of the earth / They will be given over to the sword / and become food for jackals / But the king will rejoice in God / all who swear by God will glory in him / while the mouths of liars will be silenced.

In the Byzantine psalter miniatures that illustrate the above Psalm, David is portrayed alone sitting on a rocky outcrop vaguely resembling the cloud formation in Tsarouchis's painting. The angel appears in another scene, that of Repentance, where David asks forgiveness for the murder of Uriah and his adulterous affair with his wife.

In *David's vision*, the young man reclining on the bed in a relaxed posture could be an illustration of the verses 'On my bed I remember you / I sing in the shadow of your wings' as well as David's adultery. The painting is also probably related to some of the artist's personal experiences. The last verse of the Psalm, 'while the mouths of liars will be silenced', may allude to mean-spirited criticism that would have hurt the artist.<sup>1</sup>

The Bonhams picture, which is the finalised oil following at least three studies (now at the Tsarouchis Foundation) in which the artist experimented with the position and movement of the figures, belongs to Tsarouchis's religious paintings with secular features, since both David and the angel strongly resemble the artist's signature sailors and soldiers. The figure of David in a contemporary setting also appears in the artist's "*Athletics and painting*" 1966-1968 (Tsarouchis Foundation collection). In *David's vision*, Tsarouchis transposes the biblical subject to his own time, relying on cross-temporal leaps to reach the human essence, which transcends the limits of time. The end result is a work that is both contemporary in feel and Greek in spirit. As noted by art critic G. Petris, "Tsarouchis tears down and recreates his world from scratch."<sup>2</sup>

Tsarouchis, who was very devout himself, once said that "art is not something to keep yourself occupied with, some kind of pastime activity. Instead, it's the creed of a blooming and eternal passion."<sup>3</sup> For him, the painter was a sort of theologian: "good painters rank among the greatest theologians, teaching us, as is humanly possible, that mortal humans share in the divine nature."<sup>4</sup> As noted by legendary photographer H. Cartier-Bresson in 1964, "Tsarouchis, is a man who looks like a priest, a personality from the times of the last of the Paleologues and, as a painter, he is both instinctive and wise. In a monotonous voice, like the chanting of a prayer, he spouts forth the most surprising thoughts."<sup>5</sup>





Ὁ Θεός ὁ Θεός μου πρὸς σέ ἀνθρῶπιω Ἐδίψῃ  
σέ σοι ἡ ψυχὴ μου ποταπλῶς σοι ἡ σὰρξ μου  
ἐν γῇ ἐρήμῳ καὶ ἀδάτῳ καὶ ἀνύδρῳ οὕτως ἐν  
τῷ ἀγίῳ ὤφθην σοι τοῦ ἰδεῖν τὴν δύναμίν σου  
καὶ τὴν δόξαν σου.

Ὅτι κρείσσον τό ἔλεός σου ὑπὲρ ζωάς τὰ  
χείλη μου ἐπαινέσουσί σε.

Οὕτως εὐλογῇσω σε ἐν τῇ ζωῇ μου ἐν τῷ  
ὀνόματί σου ἀπὸ τὰς χειράς μου

Ὡς στέατος καὶ πιότητος ἐμπλήσθει ἡ  
ψυχὴ μου καὶ χεῖλη ἀγαλλιάσεως αἰνέσει τό ὄνομά σου

Εἰ μνημονεύου σου ἐπιτεῖς στρωμνῆς  
μου ἐν τοῖς ὀρθροῖς ἐμελετῶν εἰς σε

Ὅτι ἐγεννήθης ὁσηθός μου καὶ ἐν τῇ  
σκιπῇ των πτερυγῶν σου ἀγαλλιασσομαι

Ἐκσπλήθη ἡ ψυχὴ μου ὀπίσω σου ἐμοῦ  
ἀντελάβετο ἡ δεξιὰ σου

Αὗτοι δὲ εἰς μάτην ἐῤῥήτησαν τὴν ψυ-  
χὴν ἀσελεύσονται εἰς τὰ κατωπατα τῆς γῆς  
παραδοθήσονται εἰς χεῖρας ρομφαίας μερίδες  
ἀλλωπείων ἔσονται

Ὁ δὲ βασιλεὺς εὐφρανθήσεται ἐπὶ τῷ Θεῷ,  
ἐπαινεθήσεται πᾶς ὁ ὀμνύων ἐν αὐτῷ, ὅτι  
ἐνεφράγη στόμα λαλούντων ἀδικία





Tsarouchis's religious works are always animated by a powerful and deeply felt spiritual awareness, culminating in "*Holy water*", his last painting, which represents the artist's final allusion to a spiritual realm he always considered to be in perfect unison with the world of the flesh. Under this light, as noted by art historian E. Florou in her monograph on the artist, *David's vision*, bearing the text of the Psalm, is transformed from a mere illustration of a biblical scene into an autobiographical work that assumes the role of a personal prayer."<sup>6</sup>

The painting's compositional scheme is based on a strong diagonal which, defined by David's stretched and extremely foreshortened left leg, starts from the lower left corner leading the eye upwards, towards the heavenly sphere denoted by the dense clouds and occupied by the winged angel. The composition resembles Murillo's "Dream of the Patrician" (1665) for the Santa Maria la Blanca, now in the Prado, Madrid, as well as Parthenis's allegorical *Dawn* from the mid-1920s sold by Bonhams (Greek Sale, 19.5.2009). Moreover, the inclusion of written text on the background as a structural compositional element also appears in Philippe de Champaigne's *La Mere Catherine-Agnes Arnauld et la Soeur Catherine de Sainte-Suzanne Champaigne* (1662) in the Louvre, from which, according to information provided by the painter S. Daskalakis,<sup>7</sup> Tsarouchis had probably gotten the idea.

The shallow compositional structure coupled with a stage designer's perception of space, which played a pivotal role throughout Tsarouchis's career, build up an edifice of pure forms, an everlasting world liberated from the fleeting moment, perfectly matching the silent introspection of the two figures and imaginatively transforming them into protagonists of a modern Greek narrative.

Painted at a time when representational art was overshadowed by non-objective abstraction, *David's vision* was a bold statement of the artist's resolve to portray everyday images and probe into the inner world of his native land. As noted by poet A. Embeirikos, "when looking at Tsarouchis's work, one has the immediate impression of looking at Greek painting par excellence, more so than in the work of any other Greek painter, with the exception of Theofilos. In his hands, everyday life becomes raw material out of which the artist composes symphonies of colour that have the vibrancy of oratoria and the enchantment of legends."<sup>8</sup> What's remarkable is that Tsarouchis managed, with the wisdom of his art, to elevate a model posing in his studio into a symbol of modern Greek spirit."<sup>9</sup>

Conveying monumentality, permanence and sculptural clarity, the male body -Tsarouchis's signature subject- fully captures the vitality and pulse of life, allowing the pictorial realisation of a symbol's everlasting value.<sup>10</sup> "In no other painter's work, is the human body presented with such integrity, purity and open-mindedness than in the work of Tsarouchis. As a result, his pictures are transformed into a truthful language of a never-ending spiritual quest."<sup>11</sup>

This relentless pursuit is best described by the words of the poet Andreas Embeirikos: "Truth in the work of Tsarouchis is distilled and explosive like thunder, uninfluenced by any sort of dogmatism, either that of a school or of an accepted morality or aesthetic. This fundamental independence is so apparent that even his clothed images always appear to be utterly nude."<sup>12</sup> As argued by D.

Kapetanakis, Tsarouchis found the truth of modern Greece in the bodily forms of Greek youth. In contrast to other cultures, such as the French, which are woman-centred, Greece, both ancient and modern, is mainly expressed through masculine types.<sup>13</sup> In the same vein, Nobel laureate O. Elytis noted that "Tsarouchis restored the human body in a land whose age-old civilisation has always been man-centred. Thanks to his paintings, the figures of Hermes, Narcissus, St. Georgios and St. Dimitrios started to live and breathe again and circulate among us."<sup>14</sup> For both Kapetanakis and Elytis, Tsarouchis's male figures are invested with a symbolic value that carries on the ancient Greek male-centred humanistic ideal, while at the same time expressing the spirit and reality of modern Greece.<sup>15</sup>

As noted by Athens National Gallery Director M. Lambraki-Plaka, "Tsarouchis's figures managed to survive the iconoclastic crusade of modern art, which never tired to demolish, distort or expel the human form. Tsarouchis did not give in to this negative aesthetic theory which preached the systematic rejection of the rules of Western tradition. He is one of the few painters who managed to cross the tempestuous 20th century by keeping intact the precious palladium of the human figure. His art is a modern day incarnation of Noah's Ark."<sup>16</sup>

<sup>1</sup>. M. Emanouil, *Yannis Tsarouchis, Religious Memories in his Oeuvre in Depicting Transcendence from Byzantine Tradition to Modern Art*, exhibition catalogue, Museum of Contemporary Art - Basil & Elise Goulondris Foundation, Andros 2013 p. 255.

<sup>2</sup>. G. Petris, *Tsarouchis's Oeuvre* [in Greek], *The Greek Painters*, vol. II, 20th Century, Melissa editions, Athens 1975, p. 293.

<sup>3</sup>. K. Kleftoyannis, *Yannis Tsarouchis*, Municipality of Amaroussion, 2002, p. 84.

<sup>4</sup>. E. Mathiopoulos, *Approaching the Life and Work of Yannis Tsarouchis with Modest Impudence* [in Greek], in *Yannis Tsarouchis 1910-1989*, exhibition catalogue, Benaki Museum, Athens 2009, pp. 23-24.

<sup>5</sup>. H. Cartier-Bresson, *Yannis Tsarouchis*, Greek Heritage, the American Quarterly of Greek Culture, vol. I, no. 2, spring 1964, pp. 89.

<sup>6</sup>. E. Florou, *Yannis Tsarouchis: His Painting and his Era*, [in Greek], Nea Synora-Livanis editions, Athens 1999, p. 198.

<sup>7</sup>. Ibid, pp. 198-199.

<sup>8</sup>. A. Embeirikos, *The Triumph of Sensuous Painting* [in Greek], *Zygos* magazine, no. 72-75, November 1961 - February 1962, pp. 11-12.

<sup>9</sup>. Kapetanakis, *Yannis Tsarouchis, Return to Roots*, Nea Grammata journal, 1937 as reprinted in *Tsarouchis* [in Greek], *Zygos* journal, Athens 1978, pp. 7-8.

<sup>10</sup>. Ibid, pp. 7-8. See also preface to the *Tsarouchis* exhibition at the Redfern Gallery, London, 1951.

<sup>11</sup>. T. Niarchos, "A Natural Phaenomenon" [in Greek], in *Yannis Tsarouchis, It's Good to Confess*, Kastaniotis editions, Athens 1986, p. 293.

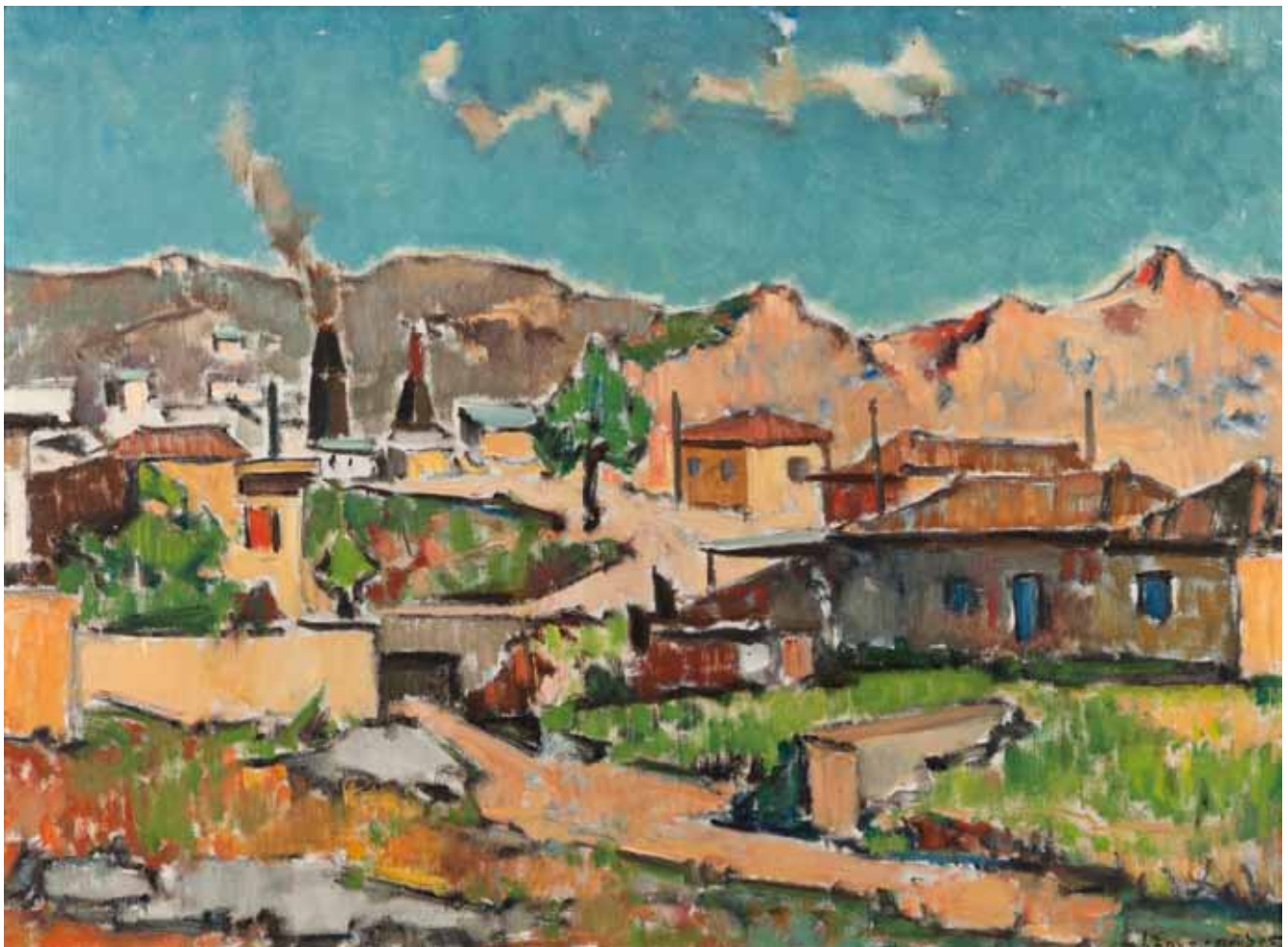
<sup>12</sup>. A. Embeirikos, "The Triumph of Sensuous Painting", p. 11.

<sup>13</sup>. D. Kapetanakis, p. 6.

<sup>14</sup>. O. Elytis, preface to the *Yannis Tsarouchis: Fifteen Works and One Original Print 1938-1963 album* [in Greek], 1964.

<sup>15</sup>. See E. Florou, *Tsarouchis - Painting*, p. 118.

<sup>16</sup>. M. Lambraki-Plaka, *Yannis Tsarouchis and the Palladium of Painting* [in Greek] in *Osei Myra, Yannis Tsarouchis 1910-1989*, Kastaniotis editions, Athens 1998, p. 452.



36 AR

**YIANNIS SPYROPOULOS (1912-1990)**

View of Psychiko, 1950

signed in Greek (lower right)

oil on canvas laid on hardboard

58 x 78 cm.

**£12,000 - 16,000**

**€15,000 - 20,000**

Painted in 1950.

**Literature**

Yiannis Papaioannou, *Yiannis Spyropoulos Monography*, Yiannis and Zoe Spyropoulos Foundation, Athens 2010, p. 86, no 95 (illustrated).





37 AR

**SPYROS VASSILIOU (1902/3-1984)**

Golden Athens, 1972

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

acrylic and golden leaf on canvas laid on novopan

80 x 100 cm.

**£10,000 - 15,000**

**€13,000 - 19,000**

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

38 AR

**GERASSIMOS STERIS (GREEK/AMERICAN, 1898-1987)**

Homeric seashore

oil on canvas

70 x 97 cm.

£20,000 - 30,000

€25,000 - 38,000

**Provenance**

Private collection, Athens.

**Exhibited**

Thessaloniki, Municipal Gallery of Thessaloniki - 26th Dimitria, G.

*Steris*, November 8 - December 8, 1991 (illustrated in the exhibition catalogue, p. 58).

**Literature**

XXVI Dimitria, Municipality of Thessaloniki, October-November 1991, p. 114 (illustrated).

*Sima* magazine, no. 6, January-February 1992, p. 47 (illustrated).

Drawing from the idealistic tradition of ancient Greek sculpture, Steris created an enigmatic world of meditation and poetic nostalgia, conveying the viewer to a heroic past, an austere world of archetypal forms. One of his characteristic compositional types is the group of four figures: a standing woman, a naked man who looks out towards the sea, a male islander and a woman who appears at the window of a cube-like dwelling. This is a frozen moment from a dream, a mythical timescape where the figures seem to blend with the surrounding land, its myths, legends and traditions.<sup>1</sup>

Prefacing the exhibition catalogue of the 1991 Steris retrospective at the Municipal Gallery of Thessaloniki, which included the Bonhams picture, art historian M. Kurabelou noted: "Steris's island landscapes, mostly designated as Homeric or dreamy seashores, are rendered with a mythical dimension that springs from his quest for a Greek vision, and are flooded with such peace and mystery that they appear as untouched as on the first day of creation. His solid masses, designed in a late cubist manner, are robust, immobile and monumental, emanating a sense of immortality."<sup>2</sup>

<sup>1</sup> C. Danelli, Y. Bolis, *Gerasimos Steris* [in Greek], *Sima* magazine, no. 6, January-February 1992, p. 46.

<sup>2</sup> G. Steris, exhibition catalogue, Municipal Gallery of Thessaloniki - 26th Dimitria, Thessaloniki 1991, p. 44.









39 (a)



39 (b)

39 AR

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

(a) Landscape, Poros  
signed and dated 'Ghika 66' (lower left)  
gouache on paper  
55 x 44 cm.

(b) Les balcons  
signed and dated 'Ghika/54' (upper left)  
mixed media on paper  
38 x 28 cm.  
(2)

**£10,000 - 15,000**

**€13,000 - 19,000**

**Provenance**

Private collection, Athens.





40 AR

**THANOS TSINGOS (1914-1965)**

Lilies

signed and dated 'TSINGOS/56' (upper right)

oil on canvas

65 x 92 cm.

£10,000 - 12,000

€13,000 - 15,000

41 AR

**GEORGIOS BOUZIANIS (1885-1959)**

Portrait of a lady

signed and dated '1923/Bouzianis' (upper right); signed 'Bouzianis' (on the reverse of the stretcher)

oil on canvas

102 x 67.5 cm.

**£50,000 - 70,000**

**€63,000 - 89,000**

Painted in 1923.

**Provenance**

Private collection, Athens.

**Exhibited**

Chemnitz, Kunsthütte, 1927 (illustrated in an exhibition photograph).

Andros, Modern Art Museum - Basil and Elise Goulandris Foundation, *Georges Bouzianis*, July 8 - September 18, 1989 (illustrated in the exhibition catalogue, p. 50).

Thessaloniki, Municipal Gallery - 24th Dimitria, *Georges Bouzianis*, October 16 - November 30, 1989.

Athens, Bouzianis's House, *Commemorative Exhibition of Works by Giorgos Bouzianis*, October 22 - November 7, 1993 (illustrated in the exhibition catalogue).

**Literature**

D. Deliyannis, *Bouzianis*, Adam editions, Athens 1996, no. 53, p. 59 (illustrated).

An important work from Bouzianis's early Munich period (1906-1928), *Portrait of a lady* was included in the artist's major exhibition at the Chemnitz Kunsthütte in 1927. As noted by D. Deliyannis in his monograph on the artist, "Bouzianis's showing in Chemnitz, along with his participation in the 1928 group show of Munich's Neu Secession, mark one of most fruitful periods of his artistic career. The reviews were enthusiastic. Never again would the artist enjoy such a warm response by both the critics and the public."<sup>1</sup>

Demonstrating impetuous brushwork, sensuous colour and bold treatment of form in the spirit of the revolutionary 'Die Brücke' (The Bridge) movement, this engaging portrait "bridges" the sitter's objective features with the artist's subjective eye and personal response to the subject, showcasing the signature traits that bestowed Bouzianis' reputation among the German avant-garde in the 1920s. Reviewing the 1927 show, the Chemnitzer Tagesblatt daily noted that "Bouzianis's painting is not intended for the eye but speaks directly to the soul. This is a demanding art that shows us the limits of representation."<sup>2</sup> Likewise, in an exhibition review published in the Chemnitz's Volksstimme daily on 14.5.1927, art critic Karl Meyer noted: "A quick view of the show makes you realize that nothing in there is of inferior quality. Instead, the place is vibrant with power and personality. Life is bursting out of Bouzianis's paintings. His work carries us away just like the music of an orchestra."<sup>3</sup>

<sup>1</sup>. D. Deliyannis, *Bouzianis* [in Greek], Athens 1996, p. 21.

<sup>2,3</sup>. See *Giorgos Bouzianis, Letters to Barchfeld* [in Greek], MIET editions, Athens 1989, pp. 345-347.





42 AR

**NIKOS ENGONOPOULOS (1910-1985)**

Hercules

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

oil on canvas

41 x 33 cm.

**£20,000 - 30,000**

**€25,000 - 38,000**

**Literature**

K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*,  
Exhibition catalogue and catalogue raisonné, Benaki Museum, Athens  
2007, no. 670, p. 313 (illustrated), p. 467 (illustrated).

Considered lost for many years until recently discovered in a private collection in Athens, *Hercules* is an artistic vision drawn from the treasure trove of Greek mythology and the heroism of a bygone era. Lying against an enamel-like bright red wall of a tall building that echoes similar structures in works by Parthenis<sup>1</sup>, the hero, wearing his signature lion pelt and holding his legendary club, seems to be awestruck by the commanding presence of nature, conveyed by the robust age-old tree trunks of a nearby forest. The artist's persistence on indigenous cultural experiences indicates that "while European surrealists used an irrational vocabulary to break free from the shackles of traditional conventions, Engonopoulos perceived tradition as a connecting link that would restore cultural continuity."<sup>2</sup>

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

<sup>2</sup>. N. Loizidi, *The Indigenous Surrealism of Nikos Engonopoulos* [in Greek], *To Vima daily - Nees Epoches*, 21.10.2007, p. A57.





43 AR

**THANOS TSINGOS (1914-1965)**

Flowers in pink background  
signed 'TSINGOS' (lower right)  
oil on canvas  
60 x 81.5 cm.

£20,000 - 30,000

€25,000 - 38,000

**Provenance**

Private collection, Athens.

**Exhibited**

Paris, Centre Georges Pompidou, Musée National d'Art Moderne,  
*Tsingos*, September 24 - November 17, 1980 (illustrated in the  
exhibition catalogue, no. 10, p. 8).

Included in Tsingos's 1980 retrospective at the Centre Georges Pompidou in Paris, this irresistibly beautiful painting is an act of a master magician who could transform thick impasto into colourful stems and petals. In the words of poet Nanos Valaoritis, "his flowers seem to eternally sprout from thick layers of paint, born of the material itself."<sup>1</sup> The picture works its magic through improvised strokes and dabs of paint applied with unconventional freedom directly from the tube, injecting new life in the genre of flower painting and capturing the avant-garde longing for constant re-invention. As noted by art historian Michel Ragon in the Centre Pompidou's exhibition catalogue, Tsingos rightfully claims a distinct place in the history of postwar lyrical abstraction.<sup>2</sup>

<sup>1</sup> N. Valaoritis, *On Thanos Tsingos* [in Greek], *Arttime* magazine, no. 3, November 2005, p. 86.

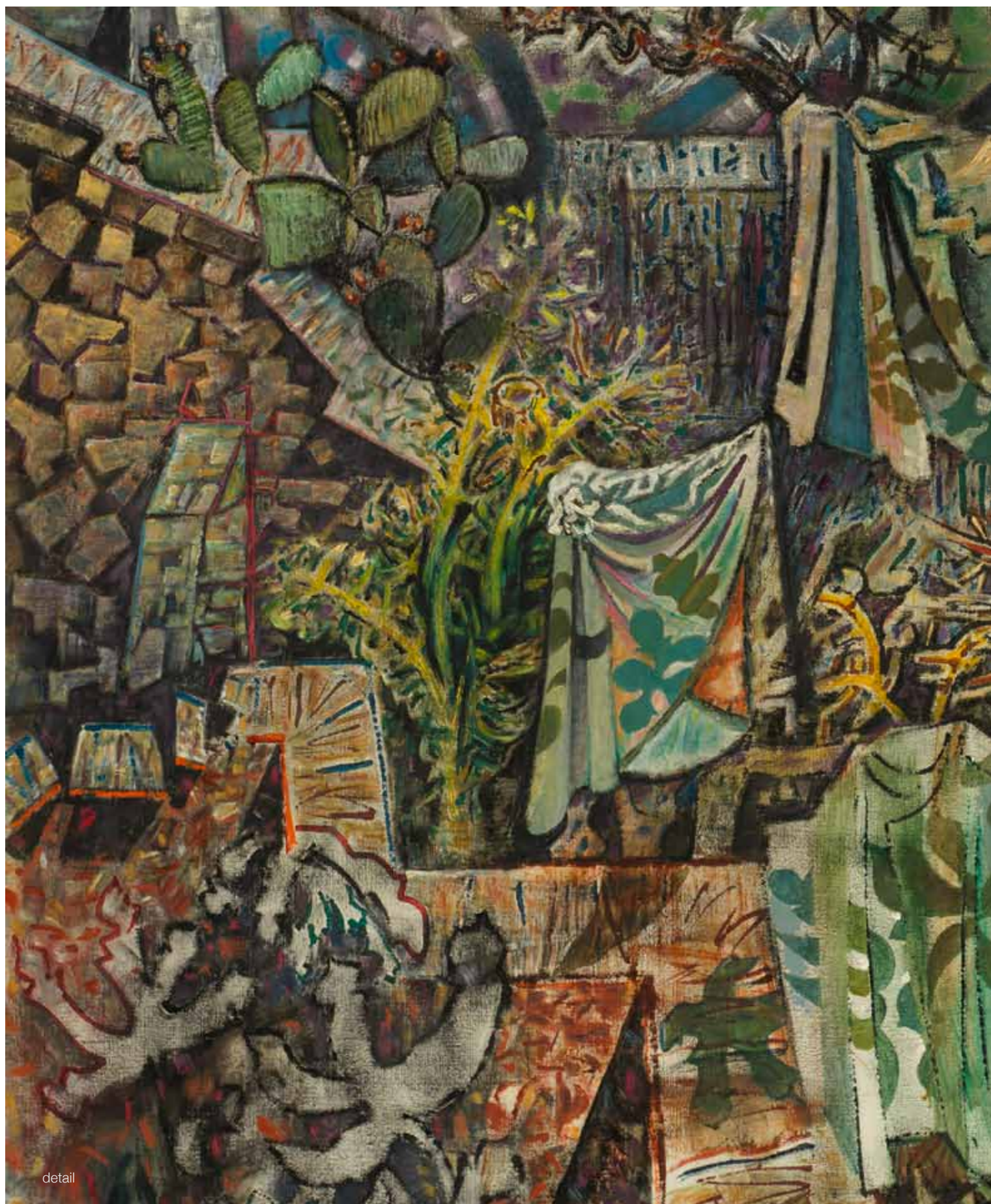
<sup>2</sup> M. Ragon, *Tsingos, Abstrait Lyrique et Nouveau Figurative* in *Tsingos*, exhibition catalogue, Centre Georges Pompidou, Paris 1980, p. 11.











detail







44 AR

## NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Dark noon

signed and dated 'Ghika 59' (lower right)

oil on canvas

132 x 160 cm.

£250,000 - 300,000

€320,000 - 380,000

Painted in 1959.

### Provenance

Sir Colleville Barclay collection, England (as mentioned in Zervos and Whitechapel).

Christie's Greek Sale, 16 December 1997, lot 86.

Acquired from the above by the present owner.

### Exhibited

London, Whitechapel Gallery, *Ghika, Paintings 1934-1968*, July-August 1968, no. 52 (listed in the exhibition catalogue, p. 15).

### Literature

*Ghika, Paintings, Drawings, Sculpture*, C. Zervos, S. Spender, P.L. Fermor ed., Boston Book and Art Shop, Boston 1965, no. 103 (illustrated).

*Greek Heritage*, The American Quarterly of Greek Culture, Vol. II, no. 5, 1965, pl. 7, p. 81 (illustrated).

*Ghika*, Exhibition catalogue, Alexandre Iolas gallery, Paris, New York, Geneva 1965 (illustrated next to Ghika in a 1959 photograph taken in the painter's house on the island of Hydra).

*The Greek Painters*, vol. II, 20th Century, Melissa editions, Athens 1975, pp. 338-339 (discussed).

*Nikos Hadjikyriakos Ghika*, Ta Nea editions, Athens 2006, p. 56 (discussed).

*Nikos Hadjikyriakos Ghika 1906-1994*, H.K. Terzopoulos editions, Athens 2009, pp. 28-29 (illustrated next to Ghika in another 1959 photograph taken in the painter's house on the island of Hydra).  
C.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, no. 47, p. 193 (discussed), p. 189 (illustrated).

A masterpiece of Ghika's mature style, *Dark noon* is one of the most significant works of modern Greek art ever to appear on the auction market. Monumental in scale, magnificent in colour and bold in vision, this striking canvas treats the viewer to a tour de force of the artist's unique expressive language.

In this imaginative landscape of Dionysian contemplation and transcendental rhythm, both the natural and the manmade environment are in a state of perpetual becoming. Exuberant flora -acanthuses, thistles, thorns, cactuses and asphodels, captured in slanted lines, angular shapes, twisted diagonals and tangled verticals, seem constantly expanding and contacting, while the crooked stone walls<sup>1</sup> that inform so much of the Greek island landscape, feature prominently across the picture plane, emerging like ancient ruins from the sun-drenched landscape. As the schematic undulations ascend in petrified waves, the pictorial space shrinks and the horizontal tilts into the vertical, echoing the Byzantine backgrounds that tend to unfold upwards instead of receding in depth. Every part in the picture is imbued with the breath of the earth and the refractions of light, exploding into myriad mosaic-like fragments that spin and swirl around enigmatic webs so that the whole composition is immersed in a constantly changing and revived atmosphere.<sup>2</sup>

This paganistic environment is further animated by the inclusion of bedsheets painted with barny images of leaves hanging from the prickly pears and other trees and garden bushes. With their broad round shapes and straight lines, these spread out linen, introduced by Ghika in *Kiosk*, 1940, connect the picture's various planes and forms, playing an important compositional and functional role and conveying a sense of the mystery of the desolate midday hour.<sup>3</sup> (Compare *Wild Garden*, 1959, Benaki Museum - Ghika Gallery collection). As noted by art critic S. Spender, "in the paintings of these zigzagging, straight and quadrilateral walls which play such a role in his work, Ghika used his kaleidoscopic cubist technique for imposing a very complex pattern on landscape and history."<sup>4</sup>

In 1955, Ghika embarked on a quest to capture the 'essential' in art. As explained by the painter himself, this quest had nothing to do with either realism or naturalism. It involved a nexus of forces, relationships and tensions that are inherent in nature and must be explored. From approximately 1957 on, Ghika's ordered architectural structures were gradually replaced by a world subject to natural forces,<sup>5</sup> to explosions of colour and form, where trees, leaves, bushes and flowers were set in motion, engaged in a perpetual, Dionysian dance. In 1958, a year before he painted *Dark noon*, the artist visited the USA at the invitation of the State Department and returned to Greece by way of the Far East. Inspired perhaps by Japanese calligraphy's pronounced gestures and constant flow of brush and pen, his landscapes became denser and more mystical, reflecting his perception of nature as a cosmogony invested with pantheistic rituals and Oriental myths.

"I tried to evoke the whispering of leaves, the buzz of insects, the movements of tree branches, the breathing of the juices, the swirling of petals. The artist discovers pulsating rhythms derived from his intimate relationship with nature. He discovers them in the leaves and insects, in the light and the shadows cast by wind-swayed trees, in the flight of birds and the nuances of colour."<sup>6</sup>

<sup>1</sup> In an attempt to delve into the artist's temperament, writer Christian Zervos noted that "the barriers he raised to shut himself in explain why walls became a recurring feature of his iconographic repertory." C. Zervos, *Ghika and his Art* in Ghika, *Paintings, Drawings, Sculpture*, Boston Book and Art Shop, Boston 1965, p. 5.

<sup>2</sup> See N. Hadjikyriakos-Ghika, *the Apollonian-the Dionysian*, exhibition catalogue, Benaki Museum, Athens 2006, p. 52.

<sup>3</sup> M. Achimastou-Potamianou, *The Art of Ghika* in *The Greek Painters*, vol. II, 20th Century, Melissa editions, Athens 1975, pp. 338-339.

<sup>4</sup> S. Spender, *Ghika* in Ghika, *Paintings, Drawings, Sculpture*, p. 22.

<sup>5</sup> See M. Achimastou-Potamianou, *The Art of Ghika*, p. 340.

<sup>6</sup> See N. Hadjikyriakos-Ghika, *The Birth of New Art* [in Greek], Astrolavos-Efthini editions, Athens 1987, pp. 232-234; N. Hadjikyriakos-Ghika, *In Front of Others* [in Greek], Athens 1990, p. 25. See also transcribed excerpts from the *Monogramma* television documentary, ERT-2, 1984 in *Nikos Hadjikyriakos-Ghika* [in Greek], Tegopoulos editions, Athens, 2009, p. 150.



Benaki Museum - Ghika Gallery: Photographic Archive







45

45 AR

**LAZAROS LAMERIS (1913-1998)**

The separation of the two natures  
signed and dated 1953 (underneath)  
marble  
40 x 23 x 12 cm.

£5,000 - 7,000

€6,300 - 8,900

**Provenance**

Lameris family collection.  
Private collection, Athens.

**Exhibited**

Athens, Panhellenic exhibition, 1957.  
Athens, House of Fine Arts and Letters, *Five Artists exhibition: Sokos, Gounaro, Lameris, Bouzianis, Papadimitriou*, 2-23 May 1957 (illustrated in the catalogue).  
Paris, R. Creuzet, *Art Grec Contemporain*, 1959.  
Venice Biennale, 1960.  
Sao Paolo, Biennale, 1963.  
Athens, Panhellenic exhibition, 1965.  
Paris, Musée Rodin, 1966.  
Athens, Filothei Biennale, 1966.  
Geneva, Rath Museum, 1967.  
Ozaka, Expo, 1970.  
Athens, National Gallery, *Lazaros Lameris*, 1979.  
Tinos, Tinos Cultural Foundation, *Lazaros Lameris*, 2008 (illustrated in the catalogue, p. 42-43).  
Athens, V & M Theocharakis Foundation, *Lazaros Lameris*, 13 May – 12 September 2010 (illustrated in the catalogue p. 17).

46 AR

**COSTAS COULENTIANOS (1918-1995)**

Le couple  
iron and bronze  
52 x 43 x 26 cm.

£6,000 - 8,000

€7,600 - 10,000

Executed in 1961.

Bearing a label of the XXXII Biennale Internazionale d'Arte (Venice, 1964) with 878 as reference number (underneath the base).

**Provenance**

R. Vailland collection, France.  
Private collection, Italy.

**Exhibited**

Paris, Galerie de France, *Coulentianos Sculptures*, March 2-24, 1962 (illustrated in the exhibition catalogue, p. 29).  
Venice, XXXII Biennale Internazionale d'Arte, June 20 - October 18, 1964 (listed in the exhibition catalogue, no. 36).  
Paris, Couvent des Cordeliers, *Costa Coulentianos*, May 7 - June 18, 1997, no. 30 (illustrated in the exhibition catalogue, p. 38).

**Literature**

*Nees Morfes* magazine, no. 3, May-June 1962, p. 43 (illustrated).  
Grèce XXXII Biennale Internationale d'Arte Venice, Exhibition catalogue of the Greek participation, Athens 1964 (illustrated).  
*Coulentianos, The Last of the Modern Acrobats*, Exhibition catalogue, Benaki Museum, Athens 2012, no. 84, p. 90 (illustrated).

Echoing the repeated indentations of Brancusi's famous *Endless column*, this compelling work of abstract sculpture conveys a strong sense of upward movement and continuous expansion. First Exhibited in Paris in 1962 and then included in the artist's showing at the 1964 Venice Biennale, it relies on angular shapes, fragmented motifs and schematized volumes to capture the inherent geometric structure of matter and bring out the expressive potential of metal. A spirited and innovative artist, Coulentianos is considered one of the most vigorous sculptors of postwar European abstraction, a master of solid and dynamic compositions evolved from pure and balanced forms.

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





47 AR

**POLYKLEITOS RENGOS (1903-1984)**

Boy with yellow hat  
signed in Greek and dated '1950' (lower right)  
egg tempera on panel  
78 x 63.5 cm.

**£10,000 - 15,000**

**€13,000 - 19,000**

**Exhibited**

Athens, Zappeion Hall, *Painters and Sculptors*, 1950.  
Athens, National Gallery - A. Soutzos Museum, *Polykleitos Rengos*, September 1980, no.69 (illustrated in the exhibition catalogue).  
Thessaloniki, Vafopouleio Cultural Centre - 18th Dimitria, *Polykleitos Rengos*, October 1983, no. 40 (illustrated in the exhibition catalogue).

**Literature**

*O Aionas Mas* magazine, no. 39, May 1950, p. 160 (illustrated).  
*Zygos* magazine, no. 42, July-August 1980, no. 5, p. 21 (illustrated).  
*Dictionary of Greek Artists*, Melissa editions, vol. 4, Athens 2000, p. 94 (illustrated).

A pivotal work in the artist's career and an important statement of postwar figuration, *Child with yellow hat* can be read as a metaphor for Greece emerging in the early 1950s from the ravages of WWII and civil war. As recalled by the artist's son Constantinos, who posed for the picture, "it was during the carnival days just before Lent in 1950. Rengos was in a happy mood and this painting testifies to it. Note that the conical Pierrot hat has a tassel of colourful streamers waving in the air. What Rengos is trying to say is: the devastating 1940s are over, now is the dawn of a new era."

The picture shows a child riding a tricycle on the Thessaloniki waterfront under a starry sky with sailboats floating peacefully in the background. There is a black-and-white photograph kept in the family's records that depicts Rengos's son wearing the outfit in the painting, namely the beige coat, the black shoes and white socks and, of course, the dazzling yellow Pierrot hat with the characteristic polka dots. The moored caiques behind him, which transported citrus fruit from the Sporades islands, are named 'St. Nikolaos', 'St. Constantinos' and 'St. Georgios', alluding to the artist's two sons and his wife Georgia.

Therefore, this painting, besides being a captivating rendition of childhood as a reflection of the artist's subjective eye, it's also an ingenious family portrait foreshadowing his 1957 work titled *Evangelistria, Tinos* where he lovingly portrayed his family in the midst of an olive grove. When asked about his portraits, Rengos used to say: "To do a portrait, a real portrait, there must be love."

The subject of the child dressed as a Pierrot or Harlequin had been a popular theme since the early 18th century, when Watteau introduced the commedia dell' arte figure Gilles (or Pierrot) in his paintings, influencing artists throughout Europe from Fragonard to Renoir and Picasso, whose pictures of his son Paulo are among his finest works. Rengos's *Child with yellow hat* also alludes to Pissarro's *Enfant avec cheval mécanique*, 1875 and Monet's representation of his son Jean on his horse tricycle, 1872 (Metropolitan Museum of Art, New York). Moreover, Rengos's enchanting canvas is an homage to his teacher D. Galanis, whose portrait of his son Jean on his hobby horse from 1914 is one of the most enduring images of Modern Greek art.







48 (part)

48 AR

**VASSILIS FOTOPOULOS (1934-2006)**

Four macquettes for the play Emperor Michael by A. Terzakis  
signed with initials and dated '2004' (the three of them) and 2003  
(the fourth)

mixed media on paper

77 x 60 cm. (each)

(4)

£4,000 - 6,000

€5,100 - 7,600

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



48 (part)

49 AR

**COSTAS COULENTIANOS (1918-1995)**

Génération IV

signed, dated 'KK/88' and numbered 2/3 (on the base); signed and  
numbered 'KK/2/3' (on the supporting base)

painted steel

117 x 57 x 58 cm.

£10,000 - 15,000

€13,000 - 19,000

Executed in 1988.

#### Provenance

Acquired directly from the artist.

#### Exhibited

Athens, Ileana Tounta Contemporary Art Centre, *Coulentianos*,  
October 1991 (illustrated in the exhibition catalogue).

Pont-de-Vaux, Musée Chintreuil, *Costa Coulentianos: Matière,  
lumière, espace*, 26 May-27 October 2002 (illustrated in the exhibition  
catalogue, p.56).

#### Literature

Undated clip from an Athens newspaper (illustrated).

Yves Neyroles, *Plum art*, online article: [www.plumart.com/vf4602/html/  
body\\_1146coulentianos.html](http://www.plumart.com/vf4602/html/body_1146coulentianos.html) (illustrated no.3)

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





50 AR

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

High Priest

signed and dated 'GHIKA 59' (upper left)

oil on canvas

133 x 89.5 cm.

**£60,000 - 80,000**

**€76,000 - 100,000**

**Provenance**

Private collection, Athens.

**Exhibited**

Athens, Benaki Museum, *N. Hadjikyriakos Ghika, the Apollonian, the Dionysian 1906-1994*, 2006, no. 218 (illustrated in the exhibition catalogue, p. 131).

**Literature**

*Benaki Museum Annual Magazine*, no. 3, 2003, fig. 9, p. 138 (discussed), p. 144 (illustrated).

C.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, no. 292, p. 294 (illustrated).

A tightly designed and visually dynamic image that draws from indigenous sources and contemporary genre to explore a fresh approach to the complex issue of 'Greekness', this eye-catching work is discussed by Ghika Gallery Director I. Providi as follows: *High priest* startles us with its title, which seems unlikely for a tavern scene, much like his two other monumental works, *Evening memories*, 1959-1960 (Athens National Gallery collection) and *Nocturnal ritual* 1960, (Private collection, Athens), with which this painting shares a similar subject. The high priest is none other than the tavern keeper who, wearing a butcher's hat and apron, stands at ease in the middle of the composition with hands and feet crossed before the roasting gyro amidst his tavern's tables, cutlery and dishware. The objects he presides over occupy the entire pictorial space, creating a pronounced sense of horror vacui, which here can be interpreted as a reflection of the artist's expressive considerations and personal concerns."<sup>1</sup>

As argued by E. Mystakas who prepared his doctoral dissertation on Ghika, "it is fair to suggest that the tavern cook is a symbolic representation of the painter himself, since cookery is widely used as a metaphor for art making."<sup>2</sup> Such an interpretive reading invests this vigorous and compelling work with an auto-biographical character, reflecting the artist's intellectual and emotional response to the world. Christian Zervos, a key figure in the development of cubism and the European avant-garde, noted that "from the outset of his career, Ghika seemed to be a man with two sides to his nature: the one, that of the methodical man, restrained by reason, the other, the man whom the senses restore to the centre of human life."<sup>3</sup>

The charismatic coexistence of Apollonian and Dionysian elements in the work of Ghika reflects the deeper harmony and coherence of his personality.<sup>4</sup> Seemingly calm and distant, he was often impulsive, showing a great energy bursting from beneath an urbane surface. As the artist himself once said, "beautiful is that which corresponds to a certain internal order (my Apollonian element); or that which corresponds exactly to the architecture of our deepest feelings (my Dionysian element)."<sup>5</sup>

<sup>1</sup>. I. Providi, *Taverns, Coffeshops and their Symbolism in the Work of Nikos Chadjikyriakos-Ghika* [in Greek], Benaki Museum magazine, no. 3, 2003, pp. 138-139.

<sup>2</sup>. E. Mystakas, *Nikos Hadjikyriakos-Ghika and Space in his Painting* [in Greek], doctoral dissertation, Athens, 2005, p. 297.

<sup>3</sup>. C. Zervos, article from *Cahiers d'Art*, December 1952.

<sup>4</sup>. *N. Hadjikyriakos-Ghika, the Apollonian-the Dionysian*, exhibition catalogue, Benaki Museum, Athens 2006, pp. 22, 29.

<sup>5</sup>. *N. Hadjikyriakos-Ghika, The Birth of the New Art* [in Greek], Astrolavos-Efthymi publ., Athens 1987, pp. 232-243.







51\* AR

**ACHILLEAS DROUNGAS (BORN 1940)**

LUNA

signed 'A.Droungas 86' (lower right); titled, annotated and dated (on the stretcher)

oil on canvas

140 x 170 cm.

£8,000 - 12,000

€10,000 - 15,000

**Provenance**

Private collection, New York.

**Literature**

H. Kambouridis, T. Pasachidou, *Droungas*, K. Adam Editions, Athens 2008, p. 78 (illustrated).



52 AR

**SPYROS VASSILIOU (1902/3-1984)**

A rainy afternoon

signed in Greek and dated '70' (lower right)

oil on canvas

60 x 92 cm.

**£7,000 - 10,000**

**€8,900 - 13,000**

**Provenance**

Acquired directly from the artist by the present owner.





detail





53 AR

**YIANNIS TSAROUCHEIS (1910-1989)**

Small coffee house in Athens (Kafeneion Mavrokefalou)  
oil on textile  
60 x 86.5 cm.

**£80,000 - 120,000**

**€100,000 - 150,000**

Painted in 1955.

**Provenance**

William Inge collection, New York City (as mentioned in Greek Heritage).

Alexander Iolas collection.

Tassos Zoumboulakis Gallery, Athens.

Private collection, Athens.

**Exhibited**

Athens, Zoumboulakis Gallery, *Tsarouchis*, May 1972 (listed in the exhibition catalogue, no. 22).

Athens, Benaki Museum, *Yannis Tsarouchis 1910-1989*, December 18, 2009 - March 14, 2010, no. 205 (illustrated in the exhibition catalogue, p. 170).

**Literature**

Greek Heritage, *The American Quarterly of Greek Culture*, vol. I, no. 2, Spring 1964, p. 93 (illustrated).

H. Hadjinikolaou, *Yannis Tsarouchis with a Bicycle*, Benaki Museum Educational Programmes, Athens 2009, p. 22 (illustrated).

Once in the collection of American Pulitzer-Prize winning playwright William Inge, this quintessential Tsarouchis was specifically commented upon by the artist himself: "To abandon drawing from models in the light of the studio in order to paint outdoors under the glare of the Greek sun and the shadows it casts, was for me an extreme departure. I hesitated to accept chiaroscuro with all its consequences because I feared that the pure structure of colours on canvas might be harmed. On the day I decided to abandon the lyrical and mystical interpretation of the world in order to discipline myself to see the exterior world objectively and narrowly, I felt as though my eyes had undergone an operation."<sup>1</sup>

In 1950, Tsarouchis started painting coffee shops in Athens, "a subject he was drawn to more than anything else"<sup>2</sup>, both as an urban gathering place and a pictorial challenge. A cornerstone of urban genre, the traditional Greek coffee shop has always been a perfect place for philosophising and exchanging views on current events. Moreover, this engaging theme offered the artist the opportunity to express his love for the neoclassical architectural style. "I was born in Piraeus in a neoclassical building and raised in two others, also neoclassical houses in Piraeus. For me, home meant only a neoclassical building. Later, when they started tearing them down one by one, I felt my life was being dismantled."<sup>3</sup>

This life experience evolved into an aesthetic one, producing evocative renditions of the *Neon* and *Parthenon* coffee shops in the Omonoia Square district, and the Mavrokefalos coffee house on Panepistimiou St., a traditional establishment frequented mainly by sailors and soldiers.

With penetrating realism, Tsarouchis captured the neoclassical composure of the Mavrokefalos store façade in all its austere simplicity, purity and classical order, conveying a sense of monumentality and timeless serenity. By focusing on rhythmical verticality, geometric purity of form, accuracy of design, compositional balance and juxtaposition of light and dark areas, the painter sought, as in his male models, to underline, typify and ultimately mythologise the folksiness and 'Greekness' of his subject, investing it with a poetic aura, inner mystery and captivating allure.

"I first painted the *Mavrokefalos coffee house* in Paris around Christmas of 1950 from a small forgotten sketch of mine. I painted it twice. Once on a Christmas card, which I sent to Teriade, and a second larger one, which I sent to London with Elytis to be sold to an acquaintance of mine. The fact that I painted figures that did not dominate the painting with their size doesn't mean that my main concern was not finding the right proportions for the human figures in relation to their environment. The human presence in any work of mine is always the main subject no matter how small the figure is."<sup>4</sup>

The foreground figures, set against a flat monochromatic backdrop interrupted by pronounced vertical elements - a typical Hellenistic-Roman layout also evident in Byzantine church decoration, shadow-puppet folklore, and Theofilos's compositions - seem perfectly integrated into their surroundingspace, imbuing the picture with a meditative feel and suggesting balance between the natural and the manmade. This subtle dialogue of monumental form and human scale creates a lyrically interpretative composition, a tranquil world of spiritual purity and shared humanity.

<sup>1</sup>. Y. Tsarouchis, *Notes and Speculations*, Greek Heritage, the American Quarterly of Greek Culture, vol. I, no. 2, spring 1964, pp. 94-95.

<sup>2</sup>. I. Voutsinas, *A Call to Return to Realist Trends* [in Greek], *Vradini* newspaper, 1.12.1954.

<sup>3</sup>. Preface to S. Skopelitis, *Neoclassical buildings of Athens and Piraeus* [in Greek], Dodoni publ. 1975.

<sup>4</sup>. Y. Tsarouchis, *Some Thoughts on my Works* [in Greek], *The Greek Painters*, vol. II, 20th Century, Melissa editions, Athens 1975, pp. 298-299; *Yannis Tsarouchis-Painting, Yannis Tsarouchis Foundation*, Athens 1990, p. 51.





54\* AR

**YIANNIS SPYROPOULOS (1912-1990)**

Mycenean Citadel

signed in Greek (lower right)

oil on canvas laid on board

162 x 97 cm.

**£25,000 - 35,000**

**€32,000 - 44,000**

Painted in 1959.

**Provenance**

Acquired directly from the artist.

Cl. West collection, USA.

**Literature**

C. Christou, *Yannis Spyropoulos*, Athens 1962, pp. 144, 148 (discussed), p. 117 (illustrated).

Athenian newspaper clip, 1962 (illustrated).

*The Greek Painters*, vol. II, 20th Century, Melissa editions, Athens 1975, p. 417 (referred).

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 480, p. 156 (referred), p. 283 (listed).

*Yannis Spyropoulos*, Ta Nea editions, Athens 2006, p. 65 (referred).

Y. Papaioannou, *Yannis Spyropoulos - Monograph*, Yannis and Zoe Spyropoulos Foundation, Athens 2010, no. 480, 370 (listed), p. 220 (illustrated).







55 AR

**THEODOROS STAMOS (1922-1997)**

Infinity field Lefkada series 1979

signed and dated and titled 'INFINITY FIELD LEFKADA SERIES 1979

ΣtAMOS' (on the overlap)

acrylic on canvas

76 x 56 cm.

£8,000 - 12,000

€10,000 - 15,000

**Provenance**

Harcourts Gallery, San Francisco California.

Private collection, Athens.



56 AR

**VLASSIS CANIARIS (1928-2011)**

Untitled

signed and dated 'Caniaris/58' (lower left)

oil on canvas

90 x 104 cm.

**£10,000 - 15,000**

**€13,000 - 19,000**

**Exhibited**

Athens, Zygos Gallery, *Vlassis Caniaris*, May 23 - June 12, 1958 (possibly).

**Literature**

*Vlassis Caniaris 1956-1959*, exhibition catalogue, Titanium Gallery, Athens 1989, p. 105 (illustrated).

Fehr, M., *Vlassis Caniaris, Konkreter Realismus / Skizze einer künstlerischen Strategie Werkverzeichnis 1952 bis 1983*, Verlag für Moderne Kunst, Nuremberg, 1991, no. 58/36, p. 178 (illustrated).



57 AR

**MARIOS PRASSINOS (1916-1985)**

La riviere de Cassis

signed and dated 'Prassinos 64-65' (lower left); titled, dated and inscribed 'LA RIVIERE/DE/CASSIS, DEC/64/Juin/65' (on the reverse) and inscribed EYG.64.13 (on the stretcher)

oil on canvas

130 x 162 cm.

£25,000 - 30,000

€32,000 - 38,000

**Provenance**

Galerie Gregoire, Marseille.

Private collection, Athens.

**Literature**

*Mario Prassinos*, introductory texts by Fr. Nourissier, Actes Sud, 2005, p. 140 (illustrated).











58 AR

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

*Manteau et Chapeau*, 1971

jex on board

142 x 51 cm.

**£10,000 - 15,000**

**€13,000 - 19,000**

**Provenance**

Acquired from the Redmann Gallery, Berlin.

**Exhibited**

Berlin, Redmann Galerie und Kunsthandel, Pavlos, December 3, 1986 - January 17, 1987 (illustrated in the exhibition catalogue, p. 12 - stating only the exact dimensions of the coat and hat).

59 AR

**NIKOS KESSANLIS (1930-2004)**

Scene

signed and dated 'NIKOS/65' (lower centre)

processed photographic imaging on canvas

180 x 180 cm.

**£15,000 - 20,000**

**€19,000 - 25,000**

**Literature**

*Nikos, Entre l'Esthétique et la Morale*, Olkos editions, Athens 1976 (illustrated).





60 AR

**YIANNIS TSAROUCCHIS (1910-1989)**

Delphic landscape from the tragedy 'Ion' by Euripides  
signed in Greek and dated '75' (lower right)

oil on canvas

48 x 73 cm.

£15,000 - 20,000

€19,000 - 25,000

Painted in 1975.

**Provenance**

Acquired directly from the artist by the present owner.

Inspired by Euripides's play *Ion*, for which Tsarouchis had designed stage sets in the mid-1970s, this evocative landscape, dominated by an imposing stairway and including ancient masonry and a fragmentary view of an enigmatic structure that alludes to a bygone place of worship, is suffused in a dreamlike atmosphere of warmth and reminiscence. Perfectly integrated into the site, the two middleground female figures imbue the picture with a meditative, almost metaphysical feel, while the commanding presence of the rocks on the right accentuates the overall sense of timelessness and immutability. The stage designer's perception of space played a pivotal role throughout Tsarouchis's career. As perceptively noted by critic C. Georgousopoulos, "the entire body of work produced by Tsarouchis is in fact a stage set where the artist projected the various forms of his sensitivity."<sup>1</sup>

Tsarouchis, who, much like the ancient Greeks and Byzantines, produced mostly figurative works, got involved with the depiction of nature and landscapes quite late in his career. "I had many issues to resolve with the human figure, before that."<sup>2</sup> Tsarouchis handled the landscape as a chromatic harmony, a kind of abstract composition. "They say that a painter should work in an abstract style only if he is able to faithfully imitate nature. I would say the opposite is true; one who understands that painting is a matter of harmony has earned the right to depict nature, because he has great passion."<sup>3</sup> The first 'natural' things Tsarouchis painted were rocks, which he considered the quintessential feature of the Greek landscape. "The great ruler of the Greek landscape is the rock. The Greek rocks are our national heritage. They are nature's immortal sculptures that will eternally define the character of our land."<sup>4</sup>

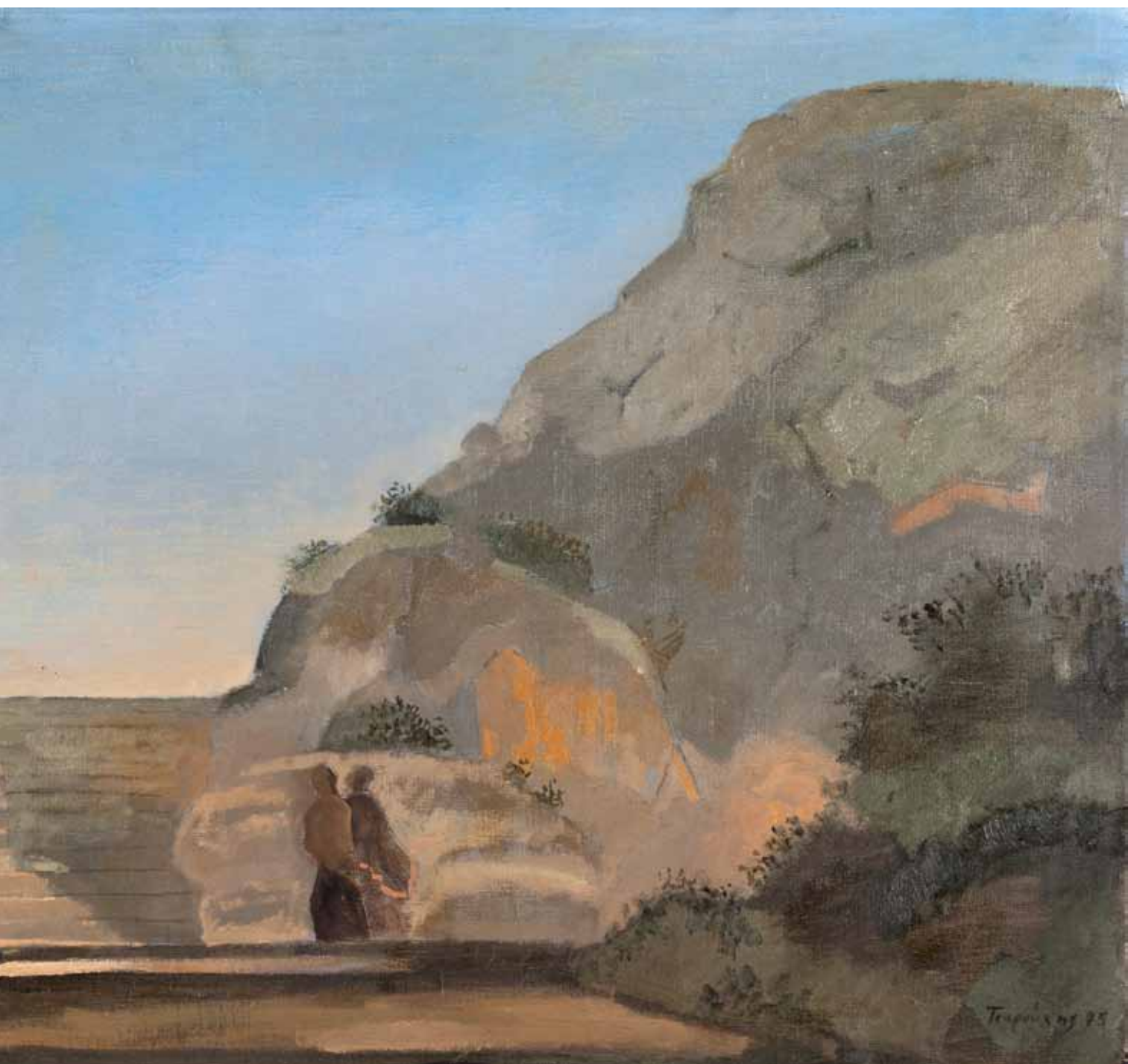
<sup>1</sup>. C. Georgousopoulos, *A Troupe of Varieties* [in Greek], Kastaniotis editions, Athens 1993, p. 148.

<sup>2</sup>. *Yannis Tsarouchis Retrospective 1928-1981* [in Greek], exhibition catalogue, Macedonian Museum of Contemporary Art - Archaeological Museum of Thessaloniki, Thessaloniki 1981. See also E. Florou, *Yannis Tsarouchis: His Painting and his Era* [in Greek], Athens 1999, p. 250, note 31.

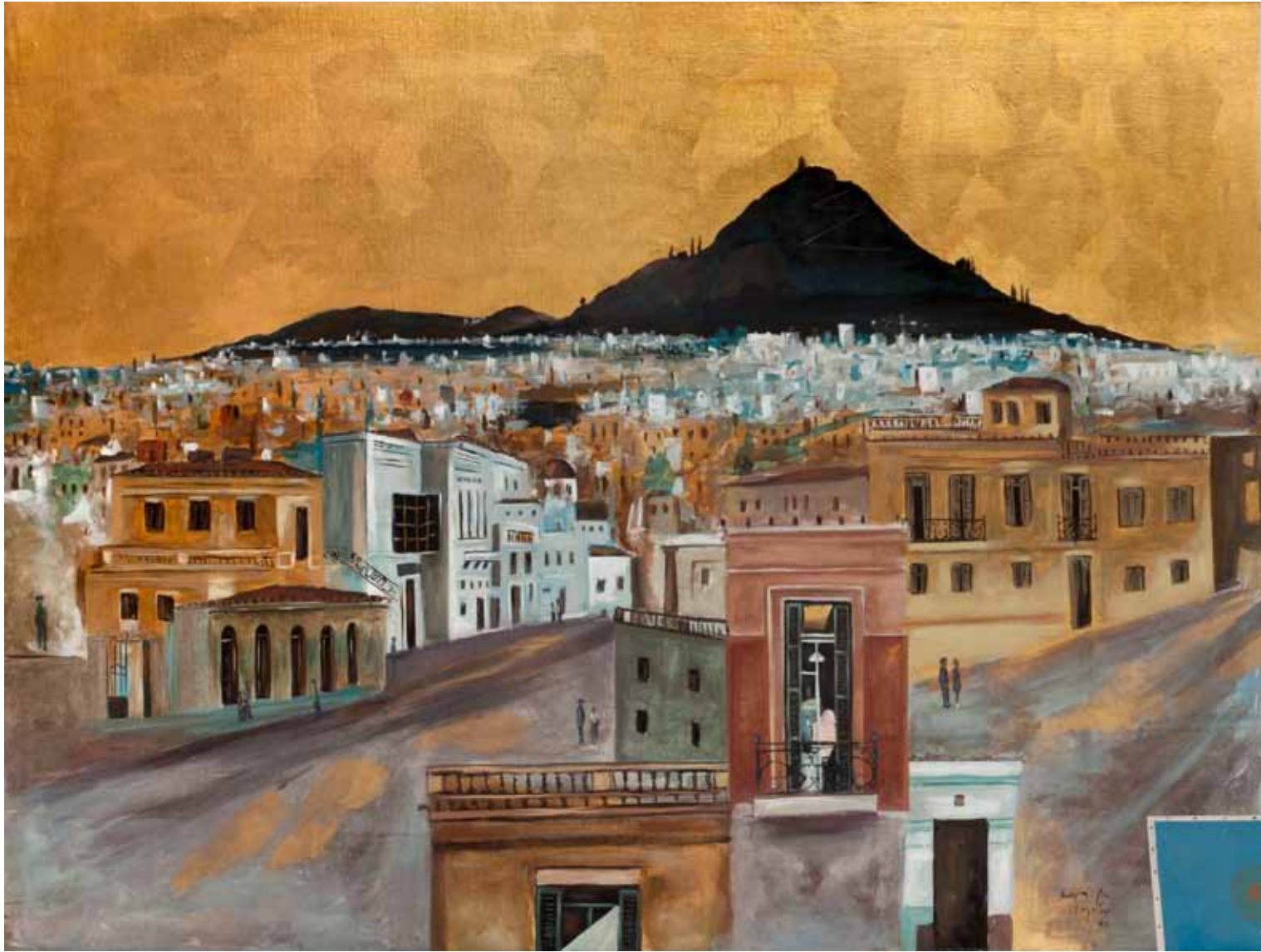
<sup>3</sup>. Y. Tsarouchis, *Notes and Speculations*, Greek Heritage journal, vol. 1, no. 2, 1964, pp. 94-95.

<sup>4</sup>. Y. Tsarouchis, *The Obsession with Greenery*, Kathimerini daily, 7.9.1975.











61 AR

**SPYROS VASSILIOU (1902/3-1984)**

Golden Athens

signed in Greek and dated '80' (lower center)

oil on canvas

97 x 195.5 cm.

**£18,000 - 25,000**

**€23,000 - 32,000**

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



62 AR

**YIANNIS MORALIS (1916-2009)**

Positive

signed in Greek and dated '80' (lower right); signed and dated

'Yannis MORALIS/1981/Athènes-Grèce' (on the reverse)

acrylic on canvas

80 x 80 cm.

**£50,000 - 70,000**

**€63,000 - 89,000**

**Exhibited**

Athens, Zoumboulakis Gallery, Moralis, November 1983, no. 20  
(illustrated in the exhibition catalogue).

**Literature**

*Zygos magazine*, no. 60, July-August 1983, p. 22 (Illustrated).

*Yannis Moralis*, compiled and edited by V. Fotopoulos, Commercial Bank of Greece Group of Companies, Athens, 1988, p.286, no 283 (illustrated).

*Moralis*, Critical texts by Chryssanthos Christou, Adam Editions, Athens 1993, no 203 (illustrated).

Moralis' output from the late 1970s and early 1980s (a period to which the Bonhams work belongs) is distinguished by monumentality of form, complexity of design, solid compositional structure and poetic line. Reviewing the artist's work from this period, Professor C. Christou notes that in these paintings "we overhear an internal dialogue between warm and cool colours, active and passive themes, hard and soft forms, fluid and fixed lines, all of which contrive to create an astonishingly expressive effect. Moralis remains true to the human figure, notwithstanding that he portrays it in such a simplified and schematic manner that it takes on the appearance of a mere suggestion."<sup>1</sup> His pure forms and abstractive surfaces are the distilled essence of human presence.

<sup>1</sup>. C. Christou, *Moralis*, Adam editions, Athens 1993, p. 33.







63 AR

**ALECOS FASSIANOS (BORN 1935)**

Combing her hair

signed in Greek and titled (upper left)

oil on canvas

101 x 70 cm.

£8,000 - 12,000

€10,000 - 15,000



64 AR

**ALECOS FASSIANOS (BORN 1935)**

Blue man

signed and dated '66 A. Fassianos' (lower right)

oil on canvas

100 x 80 cm.

£12,000 - 18,000

€15,000 - 23,000

**Provenance**

Galerie 3+2, Paris, 1966.

Private collection, Athens.



65 AR

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

Fleur

inscribed Takis, numbered 2/4 and inscribed with the foundry mark

FONDERIA TESCONI PIETRASANTA (on the base)

cast bronze with black patina

209 cm high

£30,000 - 50,000

€38,000 - 63,000

**Provenance**

Alexander Iolas collection, Athens.

Private collection, Athens.

Appropriating the discarded materials of the industrial world, *Fleur* explores the integration of art and technology in contemporary society, turning a humble, fragile and transient motif into a sculpture of noble composure and elegant simplicity. While evoking archetypal symbols and alluding to an age-old genre, at the same time it creates a sense of wonder and hope for the future, compelling the viewer to see things anew. As noted by art critic W. Andersen, "Takis is not making images of contemplation, but, rather, he gives evidence of the unseen in nature. His art offers the viewer a poetical insight into nature. Sharing the function of all good art, it enriches our awareness of the world through perception." <sup>1</sup>

<sup>1</sup> W. Andersen, *Evidence of the Unseen*, exhibition catalogue, MIT Press, Cambridge, Mass., 1969, p. 25.





67 AR

**PANAGIOTIS TETSIS (BORN 1925)**

Top-down view of Sifnos VI  
signed in Greek (lower right)  
oil on canvas  
196 x 137.5 cm.

£20,000 - 30,000

€25,000 - 38,000

Painted c. 1968-75.

**Provenance**

Private collection, Athens.

**Exhibited**

Athens, Nees Morfes Gallery, *P. Tetsis, The Black-and-Whites 1968-1970*, May 12 June 10, 1992 (possibly).

Athens, National Gallery - A. Soutzos Museum, *P. Tetsis Painting*, March 29 – May 31, 1999.

**Literature**

*P. Tetsis, Painting*, Nees Morfes Gallery editions, Athens 1999, no. 129, p. 144 (illustrated).

Tetsis, the painter who muses over colour and dwells in its depths and whom the art critics often refer to as a 'hedonist of colour rituals', has produced works whose main characteristic is the wonderful texture achieved by juxtaposing black and white. In these monochromatic canvases, white is not a mere backdrop but an active colour, charging the entire composition with an exhilarating vibe and recalling the famous verse from O. Elytis's 'Axion Esti', "the porous and white noon".

His landscapes from the island of Sifnos, which the artist regularly visits since 1968, comprise a significant part of his entire output. In these pictures, the outlines are never static but, instead, make up an intricate web that invites the viewer's eye to follow the island's stone pathways to the upper limits of the canvas and observe the landscape from a top-down, birds-eye view. This web that spreads across the canvas ruling out the horizon or any other indication of depth, conveys a sense of a continuous pictorial plane that unfolds like a scroll, where the light seems to emanate from within the materiality of paint.<sup>1</sup>

As noted by Professor A. Kotidis, the marked contrast between black and white generated by the sharp light of the Cycladic atmosphere gives these works with the 'angelic and black light'<sup>2</sup> an overwhelmingly expressionistic tone -one of the most dramatic in Tetsis's oeuvre.<sup>3</sup> The insular landscape with its dry-masonry walls and terraced fields awakens old and vivid memories to the Hydra-born Tetsis. In his hands, the greens and deep browns of the earth turn into blacks to better capture the intensity of the midday light. In a complete reversal, the revealing black ink replaces the blinding Greek light.<sup>4</sup>

<sup>1</sup>. See J. Dimakopoulou, *Black-White* and E. Andreadi, *P. Tetsis: The World Around in Panayotis Tetsis, Today's Painting* [in Greek], exhibition catalogue, Megaron Athens Concert Hall, Athens 2011, pp. 13, 16.

<sup>2</sup>. G. Seferis, Kichli, 1947.

<sup>3</sup>. A. Kotidis, *P. Tetsis: His Work and its Reception in P. Tetsis, Painting*, Nees Morfes gallery, Athens 1999, p. 35.

<sup>4</sup>. E. Plessa, *Ink* [in Greek], exhibition catalogue, Medousa gallery, Athens 2012.



66 AR

**YIANNIS SPYROPOULOS (1912-1990)**

Abstract Composition  
signed in Greek (lower left)  
mixed media on paper  
38 x 28 cm.

£5,000 - 7,000

€6,300 - 8,900

Painted in 1965.

**Provenance**

Acquired directly from the artist by the present owner.





68 AR

**YANNIS GAÏTIS (1923-1984)**

Les Mecs

signed 'Gaitis' (lower right)

oil on canvas

130 x 162 cm.

£35,000 - 45,000

€44,000 - 57,000

Painted in 1967.

**Provenance**

Private collection, Athens.

**Exhibited**

Rome, Schneider gallery, *Gaitis*, April 20 - May 4, 1968 (illustrated in the exhibition catalogue, no. 6)

Venice, Il Traghetto gallery, *Gaitis*, July 1-10, 1968.

Como, Italy, Il Salotto gallery, *Gaitis*, March 5-18, 1969.

Rome, Schneider gallery, *Gaitis*, April 23 - May 16, 1970.

Athens, National Gallery and Alexander Soutzos Museum, *Yannis Gaitis*, July 16 - September 30, 1984.

Lefkas island, Lefkas Cultural Centre, *Yannis Gaitis*, August 2-22, 1999.

**Literature**

Giuseppe Marchioni, *Gaitis*, Galerie Schneider Publication, 1968.

*Yannis Gaitis, Catalogue Raisonné*, Ioannis F. Costopoulos Foundation, Athens 2003, no. 934, p. 240 (illustrated).

*All and Alone: Yannis Gaitis 1923-1984*, Exhibition catalogue, Macedonian Museum of Contemporary Art - Ioannis F. Costopoulos Foundation, Thessaloniki 2008, p. 25 (illustrated).

D. Zacharopoulos, *Yannis Gaitis, the Subversive*, Contemporary Greek Artists series, Ta Nea editions, Athens, p. 66 (illustrated).

Painted in 1968, a year that marked a decisive turning point in Gaitis's career, *Les mecs* represents a wonderful blend of surrealist wit and expressionist distortion with pop art's colourful imagery, while showcasing the emergence of the stereotypical human figure as the artist's signature ideogram. Posing as spectators of a motor race and flanking the scene on the right and left sides of the canvas, Gaitis's enigmatic, motionless and hieratic 'little men', which rank among the most cogent and enduring images of Modern Greek art, capture the spirit of the nascent age of automation and global uniformity, alluding either to the eventual loss of individual identity or to a quest for a universal code of communication and understanding.











69 AR

**YIANNIS SPYROPOULOS (1912-1990)**

The passage F

signed in Greek (lower right)

mixed media on paper

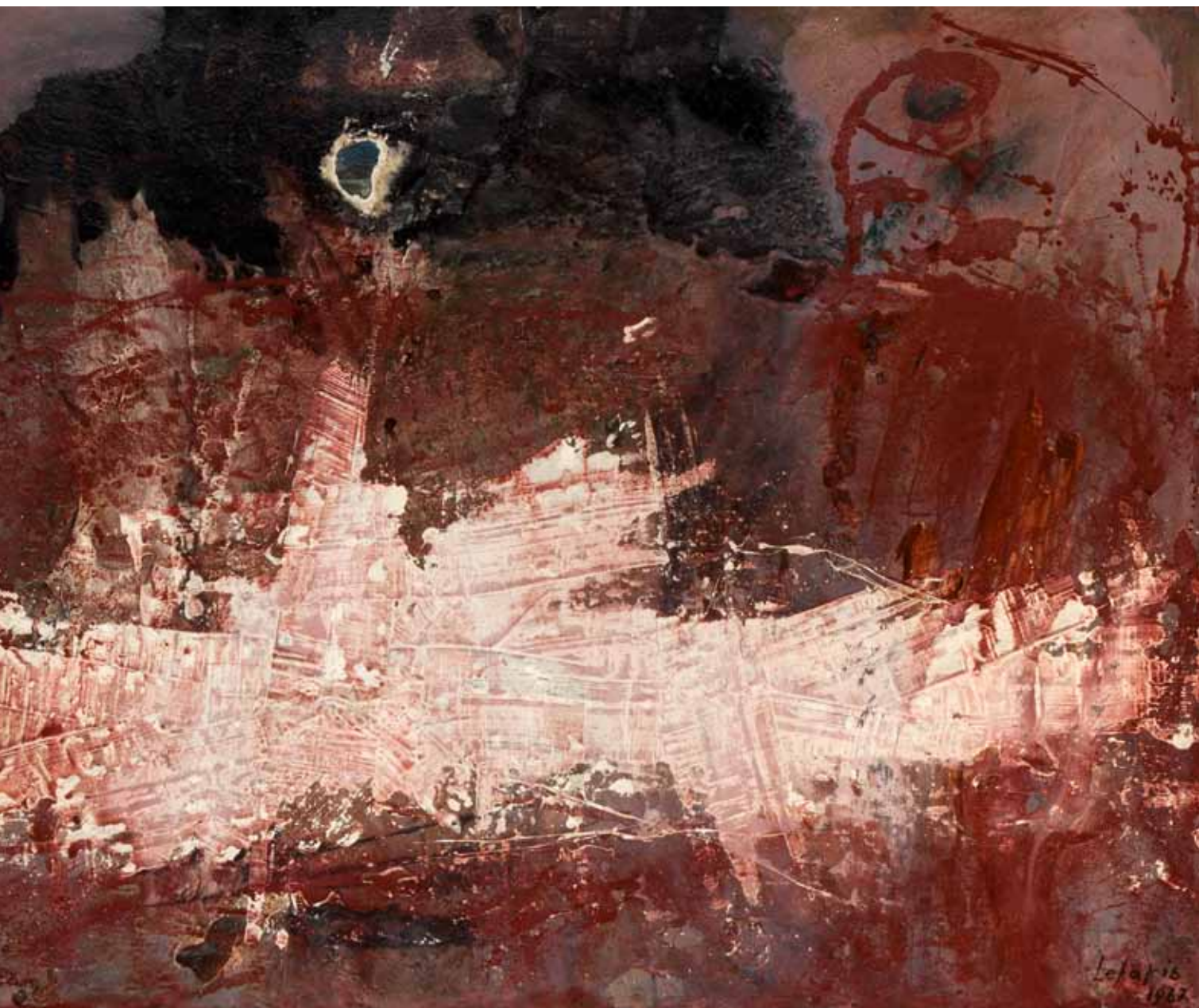
47 x 34 cm.

£4,000 - 6,000

€5,100 - 7,600

Painted in 1980.





70 AR

**CHRISTOS LEFAKIS (1906-1968)**

Painting No 20, 1962

signed and dated 'Lefakis/1962' (lower right); signed, inscribed and dated 'CHRISTOS LEFAKIS/SALONICA, GREECE/No 20/1962' (on the reverse)

mixed media on canvas  
100 x 160 cm.

£10,000 - 15,000

€13,000 - 19,000

**Exhibited**

Thessaloniki, Vellidio Cultural Centre, *Painters from Thessaloniki, the First Generations*, October-December 1984 (illustrated in the exhibition catalogue).

Athens, National Gallery - A. Soutzos Museum, *Lefakis*, October 1989 / Thessaloniki, Vellidio Cultural Centre, *Lefakis*, November 1989 (illustrated in the exhibition catalogue, p. 60).

Thessaloniki, Vafopouleio Cultural Centre - XLI Dimitria, *Christos Lefakis, 100 years since his Birth*, November 11, 2006 - January 31, 2007 (illustrated in the exhibition catalogue, p. 117).

**Literature**

E. Vakalo, *The Physiognomy of Postwar Art in Greece*, vol. 1 Abstraction, Kedros editions, Athens 1981, p. 58 (illustrated).

P. Sfyridis, *Twelve Painters from Thessaloniki*, Rekos editions, Thessaloniki 1986, p. 65 (illustrated).

71 AR

**YIANNIS SPYROPOULOS (1912-1990)**

Mykonos V

signed in Greek (lower right)

oil on hardboard

70 x 110 cm.

£20,000 - 30,000

€25,000 - 38,000

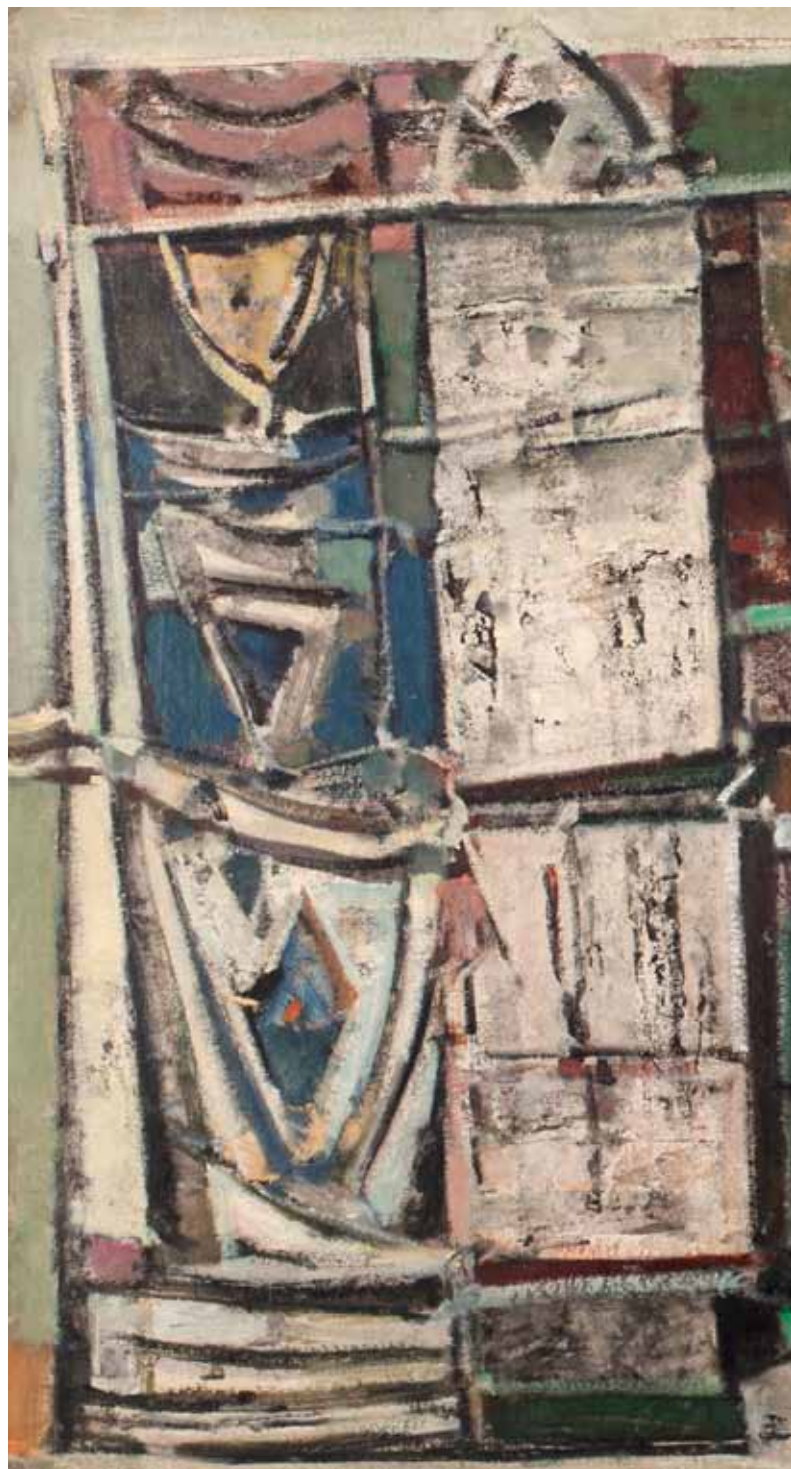
**Provenance**

Private collection, Athens.

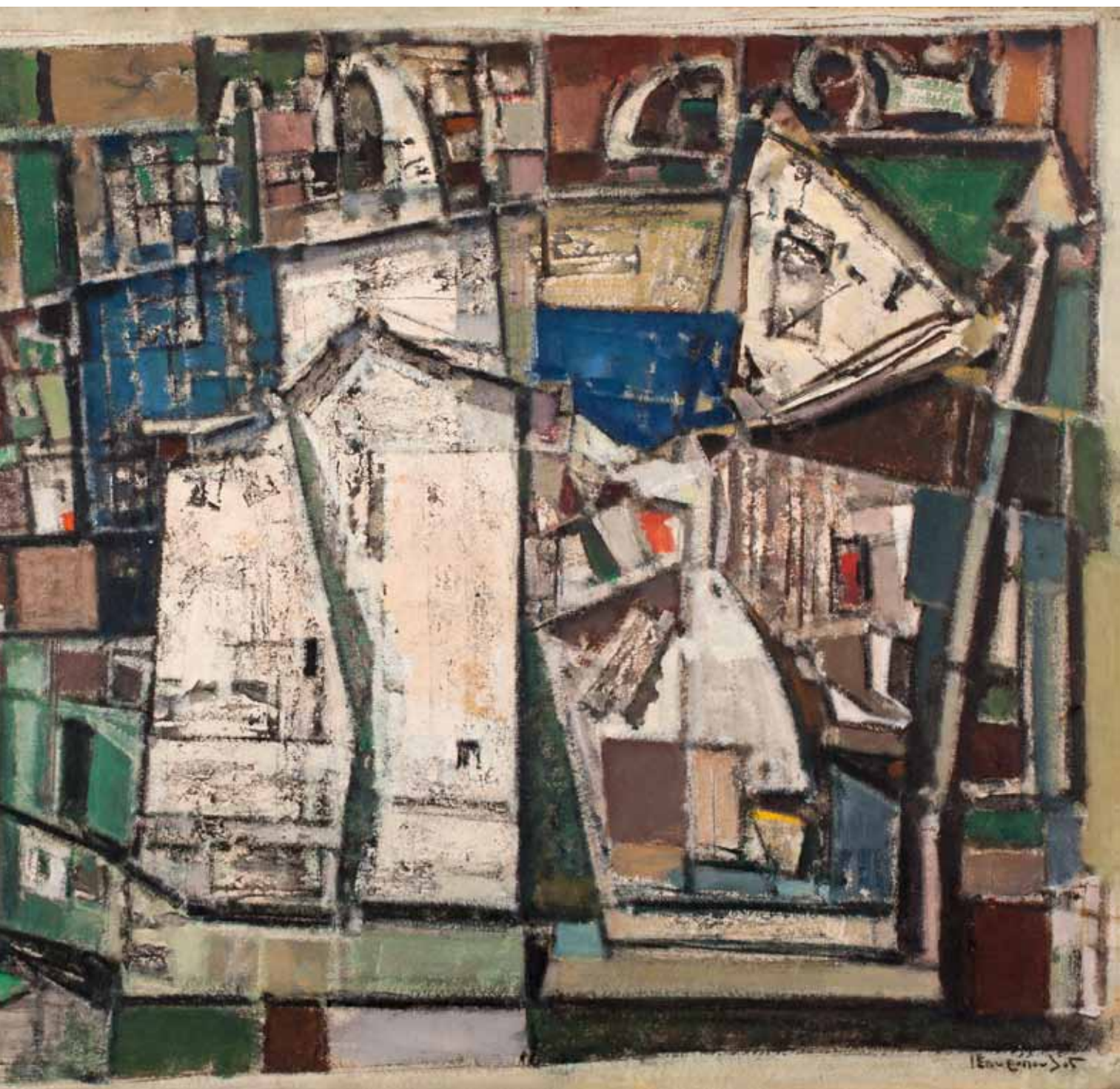
**Literature**

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*,  
Doctoral dissertation, Athens 1994, no. 365, p. 137 (referred),  
p. 278 (listed).

Y. Papaioannou, *Yannis Spyropoulos - Monograph, Yannis and  
Zoe Spyropoulos Foundation*, Athens 2010, no. 365, p. 369  
(listed), p. 190 (illustrated).











72 AR

**YANNIS MALTEZOS (1915-1987)**

Homme et l'espace / triptych

signed 'Maltezos' (on each panel)

mixed media on canvas

186 x 74 cm. each panel, 186 x 222 cm. (overall dimension)

£8,000 - 12,000

€10,000 - 15,000

Painted in 1970.

#### Provenance

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

#### Exhibited

Athens, New Forms Gallery, *Apergis-Theologou-Maltezos-Michaïledes*,  
October 1970.



73 AR

**DIMITRIS MYTARAS (BORN 1934)**

Greek landscape with Nike  
signed in Greek and dated '73' (lower left)  
oil on canvas  
115 x 160 cm.

**£10,000 - 15,000**

**€13,000 - 19,000**

**Provenance**

Acquired directly from the artist by the present owner.

**Literature**

*Dimitris Mytaras*, 1990 Art Diary, Kastaniotis editions, Athens 1989  
(illustrated in an unfinished state).

Using iconographical references from ancient Greek statuary and neoclassical architecture, gracefully combined with a view of the sparse Greek landscape and a trompe l'oeil representation of a white dove on the left that animates the entire picture plane, Mytaras is interested in organising his well-structured forms and muted colours on an austere classical edifice.<sup>1</sup> As noted by the former Director of the Athens National Gallery M. Kalligas, "by retaining the form of the human figure, Mytaras alludes to the figurative tradition of ancient Greek art. What really distinguishes him, however, endowing his work with even deeper meaning, is moderation and the balance of the values, colours and forms that make up a picture."<sup>2</sup>

<sup>1</sup>. A mural-like version of the painting in the Alpha Bank collection, Athens.

<sup>2</sup>. M. Kalligas, *The Humanity of Dimitris Mytaras* [in Greek], *To Vima* daily, 27.9.1961.

74 AR

**YIANNIS MORALIS (1916-2009)**

Epithalamion

signed in Greek and dated '64' (lower right); signed and dated

'MORALIS/ATHENES/1964' (on the reverse)

oil on canvas

73 x 50 cm.

£30,000 - 40,000

€38,000 - 51,000

Painted in 1964.

**Provenance**

Acquired from T. Zouboulakis gallery by the present owner.

**Exhibited**

Athens, Tassos Zouboulakis Gallery, 1964, no 14.

Athens, Alexander Iolas – Zouboulakis Gallery, March 1972, no. 14

(illustrated in the exhibition catalogue).

Athens, National Gallery - A. Soutzos Museum, *Yannis Moralis*, April

1988, no. 51 (possibly).

**Literature**

*Yannis Moralis*, Commercial Bank of Greece Group of Companies,

Athens 1988, no. 146, p. 146 (illustrated).

*Moralis*, Adam editions, Athens 1993, no. 86 (illustrated).

Echoing age-old memories of antiquity's epithalamia nuptial songs dedicated to the bride and sung on the way to her marital chamber, this perfectly balanced composition of pure form, elegant line, harmonious proportion and disciplined rhythm, adheres to a coherent inner order dictated by the timeless values of ancient Greek art and the classical sense for human scale.

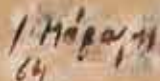
The painting is one of the finest examples of Moralis's famed epithalamia series from the 1960s, a body of work celebrating the erotic union of man and woman and representing both a continuation of and a departure from his earlier epitymnia compositions. As noted by Athens National Gallery Director M. Marina Lambraki-Plaka, "in the artist's epithalamia paintings, volumes recede, handing supremacy over to the outlines, which tense dynamically to suggest the third dimension. His palette is now limited to warm siennas and ochres, evening-sky blues, whites, blacks and greys. Even subtle chiaroscuro effects are totally abolished, while colours become solid and completely flat. Paradoxically, the more 'modern' Moralis becomes the more classical, the more 'ancient' he tends to be."<sup>1</sup>

Here, his evocative female nude is stripped of descriptive detail and handled in such an abstractive fashion that it takes on a symbolical meaning, liberated from the burden of physical existence without losing its recognisable form. One can almost trace the progress from the sensual aspects of the subject to the metaphysical and transcendental. As Nobel Laureate O. Elytis once noted, Moralis was always driven by a longing for the monumental, bestowing even on his most sensual conceptions a feeling of mystery and a sense of the sacred.<sup>2</sup>

<sup>1</sup>. M. Lambraki-Plaka, *Yannis Moralis, a 20th Century Classic* in A Tribute to Yannis Moralis, exhibition catalogue, National Gallery - A. Soutzos Museum, Athens 2011, p. 12.

<sup>2</sup>. See O. Elytis's preface to the Moralis exhibition catalogue, Iolas-Zouboulakis Gallery, Athens 1972.







75 (a)



75 (b)

75\* AR

**ALEXIS AKRITHAKIS (1939-1994)**

a) Suitcase construction with heart  
wooden painted construction  
74 x 49 x 2 cm.

b) Suitcase  
signed 'Akritthakis' (on the reverse) and signed and dated  
'Akritthakis/72' (on the reverse)  
wooden painted construction  
27.5 x 23 x 2 cm.  
(2)

**£10,000 - 15,000**

**€13,000 - 19,000**

**Provenance**

Private collection, Massachusetts.

**Exhibited**

a) Galerie Bernier, *Alexis Akritthakis*, Athens, September 1977.





76 AR

**ALEXIS AKRITHAKIS (1939-1994)**

Valises

signed and dated 'Akrithakis/Berlin 73/73/8' (on the reverse)

oil on canvas

60.5 x 80.5 cm.

**£12,000 - 18,000**

**€15,000 - 23,000**

**Provenance**

Given as a wedding present from the artist to the present owner in 1975.

77 AR

**CHRYSSA (VARDEA) (1933-2013)**

Les Toyota sales

signed 'Chryssa' (lower right)

neon and oil on canvas, wooden frame

133.5 x 94.5 x 17 cm.

**£25,000 - 30,000**

**€32,000 - 38,000**

**Provenance**

Acquired directly from the artist by the present owner in New York. c. 1990

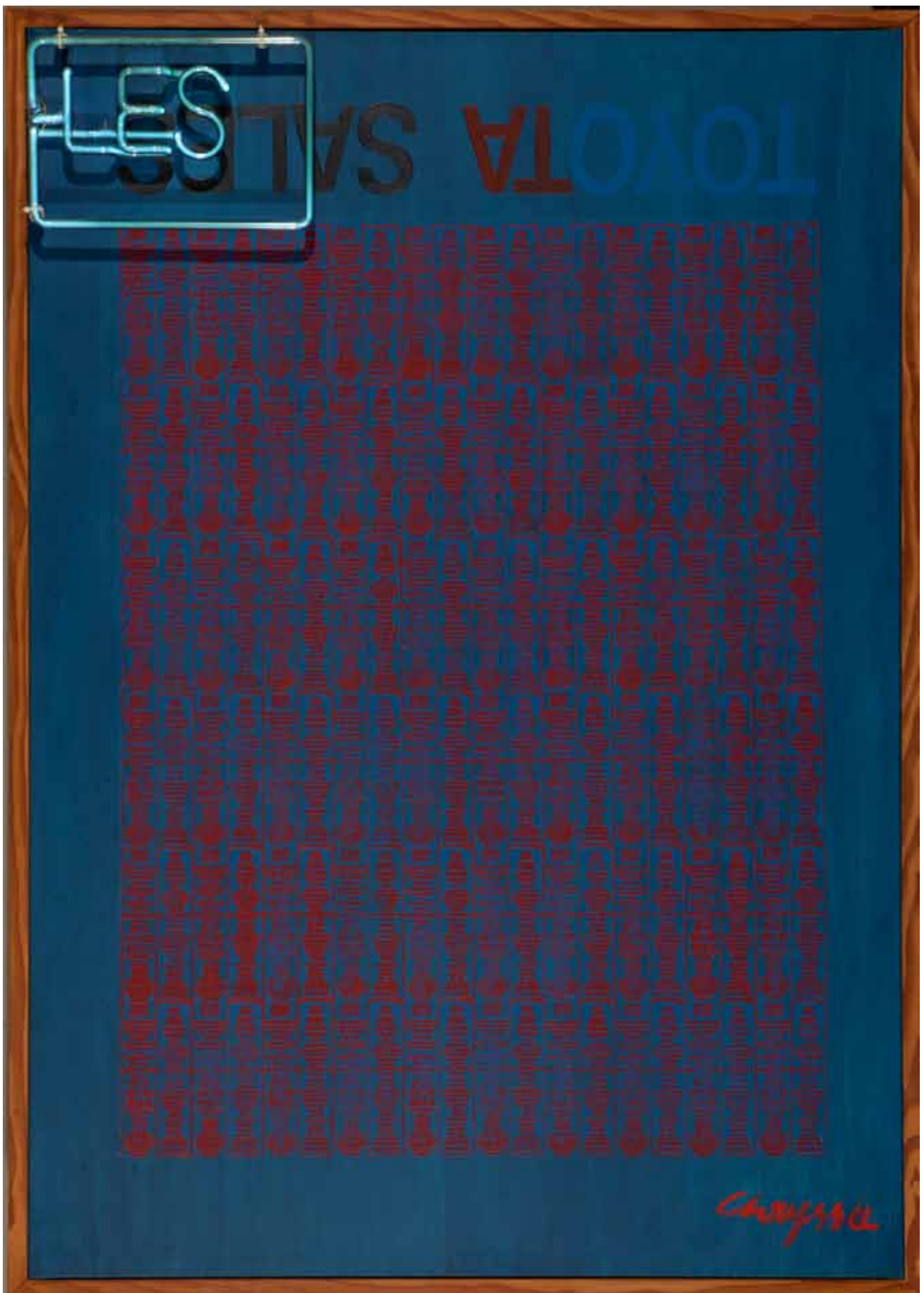
The first artist working in America to use emitted electric light and neon, and among the first to translate the illusion of European art into the reality of literal objects, the Greek-born Chryssa produced oscillating forms and patterns that capture the elusive poetry of the modern urban landscape.

In this beautiful relief sculpture of finesse and aesthetic sobriety, she explores a world of pictorial clichés and commercial signs, assimilating mass media imagery as a new form of the objet trouvé. The end result, a typographic, symmetrised composition made of small uniform components based on impressions of newsprint, produces a mesmerising effect comparable to the silkscreening of commercial imagery by Warhol and Rauschenberg.

Here, while the use of neon continues to distil something of the throbbing energy of the modern metropolis, the commercial sources of the work speak of detachment and coolness, alluding to the existence of an underlying artistic order. As noted by art critic S. Hunter, "the coherence and clarity of the end product is a measure of Chryssa's profound knowledge and total immersion in the technological process."<sup>1</sup>

<sup>1</sup>. S. Hunter, *Chryssa*, Abrams editions, New York, 1974, p. 8.







78

78 AR

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

Bar

signed and dated 'Pavlos 81' (on the base)

paper construction in plexiglass box

46 x 66 x 18 cm.

£7,000 - 10,000

€8,900 - 13,000

**Provenance**

Private collection, Athens.

79 AR

**CHRISTOS CARRAS (BORN 1930)**

Human strength

signed in Greek and dated '1980' (lower right)

wood

170 x 125 x 65 cm.

£8,000 - 12,000

€10,000 - 15,000

**Provenance**

Private collection, Athens.

**Literature**

D. Iliopoulou-Rogan, *Christos Caras*, Eikastikos Kyklos editions, Athens 1987, p. 42, no. 32 (illustrated).

Y. Bolis, *Christos Caras*, K. Adam editions, Athens 2006, p. 146 (illustrated).

*Christos Caras, Contemporary Greek Artists series*, Ta Nea, Athens 2007, p. 109 (illustrated).





80 AR

**ALEXIS AKRITHAKIS (1939-1994)**

Quatre Histoires

signed, titled and dated 'Akrihakis/Juin 1973/Berlin/Quatres histoires'  
(on the reverse)

oil on canvas

80 x 100 cm.

£20,000 - 30,000

€25,000 - 38,000

**Provenance**

Acquired directly from the artist in 1973.

A charismatic image maker, Akrihakis invites us to an enchanting world of bold shapes and striking colours endowed with a dreamy quality and childlike wonder. "A rousing cheerfulness emanates from his images -an infectious cheerfulness inviting us to make merry in a humming meadow, to enter a multi-coloured amusement park whose brilliant lights set off emotions. A microcosm in flowing motion and constant action unfurls before us; what the eye catches is transmuted into small, archetypal objects, revealing vague images of a first-hand experience of the world -as in a dream."<sup>1</sup>

In the early 1970s, as this captivating work so eloquently demonstrates, the painter's myth-making skill manifested itself with great clarity, while his personal symbols, including arrows, hearts, suns and flames, were depicted with masterly confidence.<sup>2</sup> This is also the time when Akrihakis's signature image, his emblematic suitcase, is introduced for the first time, conveying the painter's escapist fantasies and lifetime quest for adventure and freedom.

Following a number of successful shows in Germany, where he had been residing since 1968 under a German Academic Exchange Service (DAAD) scholarship, Akrihakis started to paint his first oils introducing, as noted by art critic D. Zacharopoulos, a very vivid sense of colour and a luminosity and clarity that hadn't been so decisively expressed since the time of Leger and Miro.<sup>3</sup>

<sup>1</sup> . C. Joachimides, *Wonderings of a Daydreamer* [in Greek] in *Akrihakis*, exhibition catalogue, Goethe Institute, Athens 1968.

<sup>2</sup> . See M. Kotzamani, *Bio-graphy* [in Greek] in *Akrihakis*, exhibition catalogue, Macedonian Museum of Contemporary Art and National Gallery - Alexandros Soutzos Museum, Thessaloniki - Athens, 1997, p. 288.

<sup>3</sup> . See D. Zacharopoulos, *Ein Unerwarteter Lichtschimmer über dem Abgrund* in *Alexis Akrihakis*, Berlin 2003, p. 27.







81 AR

**MAKIS THEOFILAKTOPOULOS (BORN 1939)**

Abstract figure  
signed in Greek and dated '72' (on the reverse)  
oil on canvas  
150 x 110 cm.

**£7,000 - 10,000**

**€8,900 - 13,000**

**Provenance**

Acquired directly from the artist by the present owner.

Providing equivalents of psychological sensations rather than describing physical properties of the human subject, *Abstract Figure* epitomises the pictorial qualities that established Theofilaktopoulos as a prominent exponent of European neo-expressionism long before it became a mainstream trend in the 1980s. Painted with vehement brushstrokes and handled in a potent gestural manner, the solitary figure looms out of its surrounding space conveying an exhilarating sense of immediacy and vigour. The smeared area where the face should have been, creates an enigmatic presence that seems -as in many Giacometti paintings- to both confront and elude the viewer, charging the picture with strong emotional and metaphysical overtones.





82 AR

**APOSTOLOS GEORGIU (BORN 1952)**

Untitled

signed in Greek and dated '06' (on the reverse)

oil on canvas

140 x 120 cm.

£6,000 - 8,000

€7,600 - 10,000

83 AR

**YIANNIS SPYROPOULOS (1912-1990)**

Iolkos No2

signed in Greek (lower left); signed, dated and titled 'Jannis Spyropoulos 'Iolkos No2' 1962' (on the stretcher)

mixed media on canvas

81 x 130 cm.

£30,000 - 50,000

€38,000 - 63,000

**Provenance**

Acquired directly from the artist by the present owner.

**Literature**

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 684, p. 290 (listed).











84

84 AR

**LUCAS SAMARAS (1936)**

Panorama February 18, 1983

polaroid photography

21.5 x 93 cm.

£15,000 - 20,000

€19,000 - 25,000

Executed on the 18th of February 1983.

**Provenance**

H. Antoniou collection, Athens (as mentioned in *Ellinomouseion*).  
Private collection, Athens.

**Exhibited**

New York, The Pace Gallery / Pace-Macgill gallery, *Lucas Samaras: Chairs, Heads, Panoramas*, January 13 - February 11, 1984 (possibly).  
New York, Pace-Macgill gallery, *Lucas Samaras: Panoramas and Adjustments*, February 20 - March 22, 1986 (possibly).  
Athens, Bernier gallery, *Lucas Samaras*, December 17, 1983 - January 14, 1984.

**Literature**

*Jean Bernier Gallery 1977-1998*, Agra Publications, Athens, 1998 (illustrated)  
*Ellinomouseion*, vol. 6, ET editions, Athens 2009, p. 96 (illustrated).

A cult figure of the postwar international avant-garde, Lucas Samaras uses his rampant energy and eccentric obsessiveness to create potent and fascinating images that invite the viewer to a journey of self-exploration. Discussing Samaras's *Panoramas*, art critic B. Lifson notes that the elongated fragmented objects surrounding the human figure lose their specific identity and disintegrate into repeated spots of intense colour that unfold piece by piece like slowly opening scrolls. We follow the figure and the apartment across the picture detail by detail, the way we progress slowly across alpine peaks or domes and minarets in 19th century panoramic photographs, themselves pieced together out of several prints. The image of Samaras himself flows across the panoramas slowly, like a cortege; he takes possession of his apartment like a pageant figure taking possession of the stage, a god claiming his mythological realm.<sup>1</sup>

To create his *Panoramas* of 1983-1984, the artist used cutting, a simple and childlike but highly effective device to endow the picture with expressive thrust. As noted by art critic T. McEvelley, "the tight spacing of the ritualistic cuts suggests an infinitely divisible continuum. The artist carefully appraises how much torture his figure can take, stopping just short of total disintegration. For Samaras, art-making is a heuristic act of self-exploration, with no expectation of final, lasting self-realization."<sup>2</sup>

<sup>1</sup>. B. Lifson, *The Photographs of Lucas Samaras*, Aperture editions, New York 1987, pp. 147-148.

<sup>2</sup>. T. McEvelley, *Intimate but Lethal Things: The Art of Lucas Samaras in Lucas Samaras Objects and Subjects, 1969-1986*, exhibition catalogue, Abbeville Press editions, New York 1988, pp. 36-37.





85

85 AR

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

Visions of the city  
signed and dated 'Pavlos/002/PAVLOS' (on the reverse)  
photograph and collage framed in plexiglass  
76 x 130 x 3.5 cm.

£5,000 - 7,000

€6,300 - 8,900

Executed in 2002.

**Provenance**

Acquired directly from the artist by the present owner.

86 AR

**ALEXIS AKRITHAKIS (1939-1994)**

Untitled

signed, dated and inscribed 'Akritakis/1982/85 x 116 x 17 cm.'

(on the reverse)

wood, mixed media, neon and lamp lights

85 x 116 x 17 cm.

**£20,000 - 30,000**

**€25,000 - 38,000**

**Literature**

Efi Strouza, *Modern and Contemporary Art, Emfietzoglou Collection*, Athens 2005, p. 411 (illustrated).

D. Zacharopoulos, *Alexis Akritakis*, K. Adam editions, Athens 2005, p. 136 (illustrated).

*Modern and Contemporary Greek Art*, Emfietzoglou Collection, Athens 2005, p. 411 (illustrated).

*Alexis Akritakis*, Contemporary Greek Artists series, Ta Nea, Athens 2007, p. 98 (illustrated).

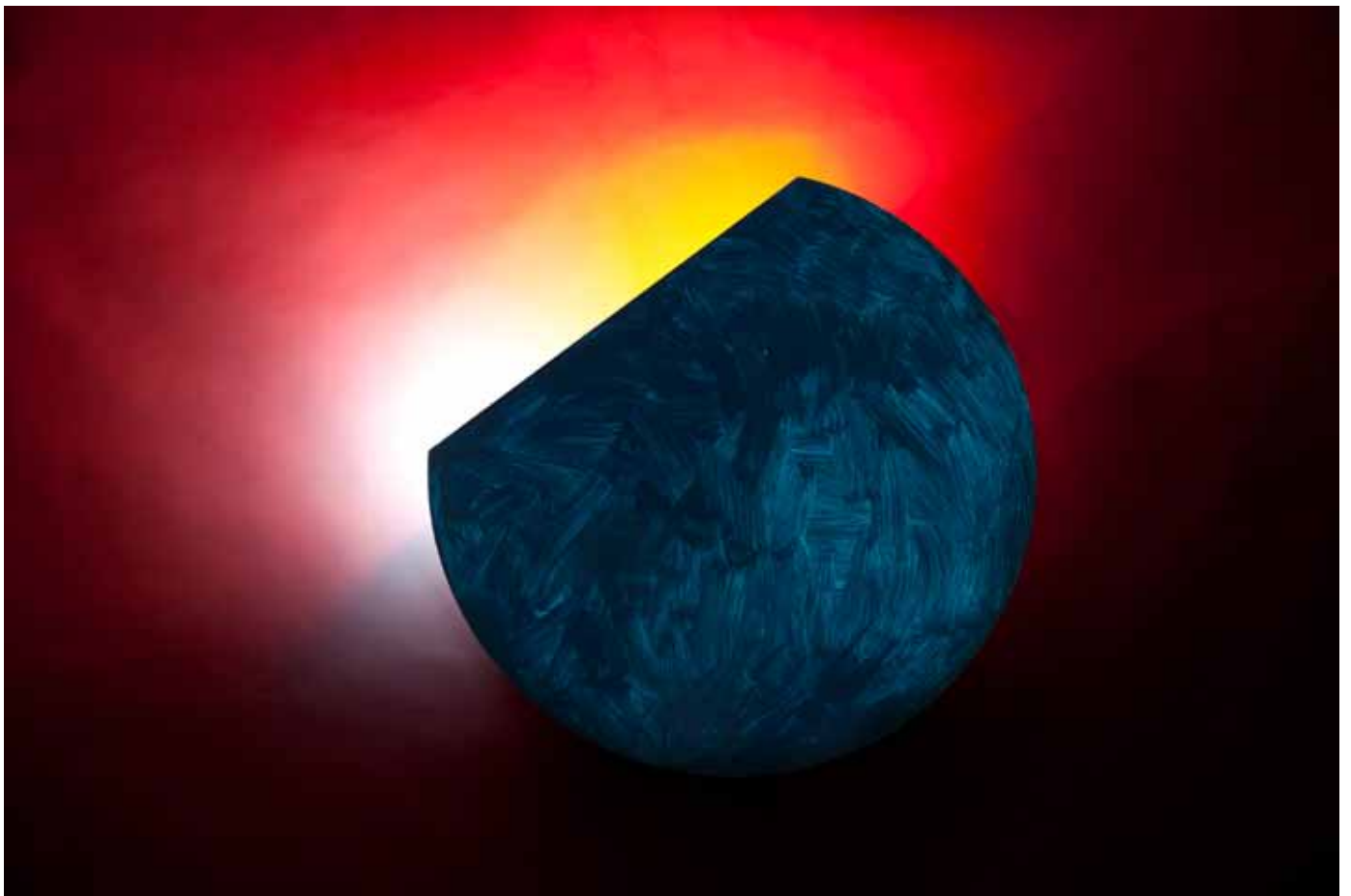
Revealing the inventive mind of a restless child building his own toys, this inspired assemblage of heterogeneous imagery and unexpected materials conveys a primal sense of energy and an insistent search for joy. As noted by art critic M. Kotzamani, in the 1980s Akritakis explored the expressive potential of his materials with an increasingly intense fervour. His assemblages and wooden constructions made of multi-coloured light bulbs, plastic flowers, broken mirror shards, etc. and painted over with free, gestural brushstrokes, convey the intense atmosphere of a folk fest. Speaking about these works, the artist himself once said that as a whole they conjure up a landscape of nocturnal poetry. Indeed, somewhere hidden amidst his uninhibited personal expression lies a vision from Antoine de Saint-Exupery's *Night Flight*.<sup>1</sup>

<sup>1</sup>. See M. Kotzamani, *Bio-graphy* [in Greek] in *Akritakis*, exhibition catalogue, Macedonian Museum of Contemporary Art and National Gallery - A. Soutzos Museum, Thessaloniki - Athens, 1997, pp. 295-296.









88

87 AR

**CONSTANTIN XENAKIS (FRENCH, BORN 1931)**

Nature, 1983

signed (lower right) and signed, titled, dated and annotated  
'CONSTANTIN XENAKIS/NATURE/1983/N.110' (on the reverse)

acrylic on canvas

195 x 130 cm.

£8,000 - 12,000

€10,000 - 15,000

88 AR

**STEPHEN ANTONAKOS (GREEK/AMERICAN, BORN 1926)**

And now

signed, dated and titled 'Antonakos/2008/AND NOW' (on the reverse)

neon, aluminum, painted panel

75 x 91 x 11 cm.

£8,000 - 12,000

€10,000 - 15,000

**Provenance**

Acquired directly from the artist by the present owner.



89 AR

**CHRYSSA (VARDEA) (1933-2013)**

Red sculpture

aluminum and plexiglass

173 cm. height, 108 cm. width, 65 cm. depth

**£15,000 - 20,000**

**€19,000 - 25,000**

**Provenance**

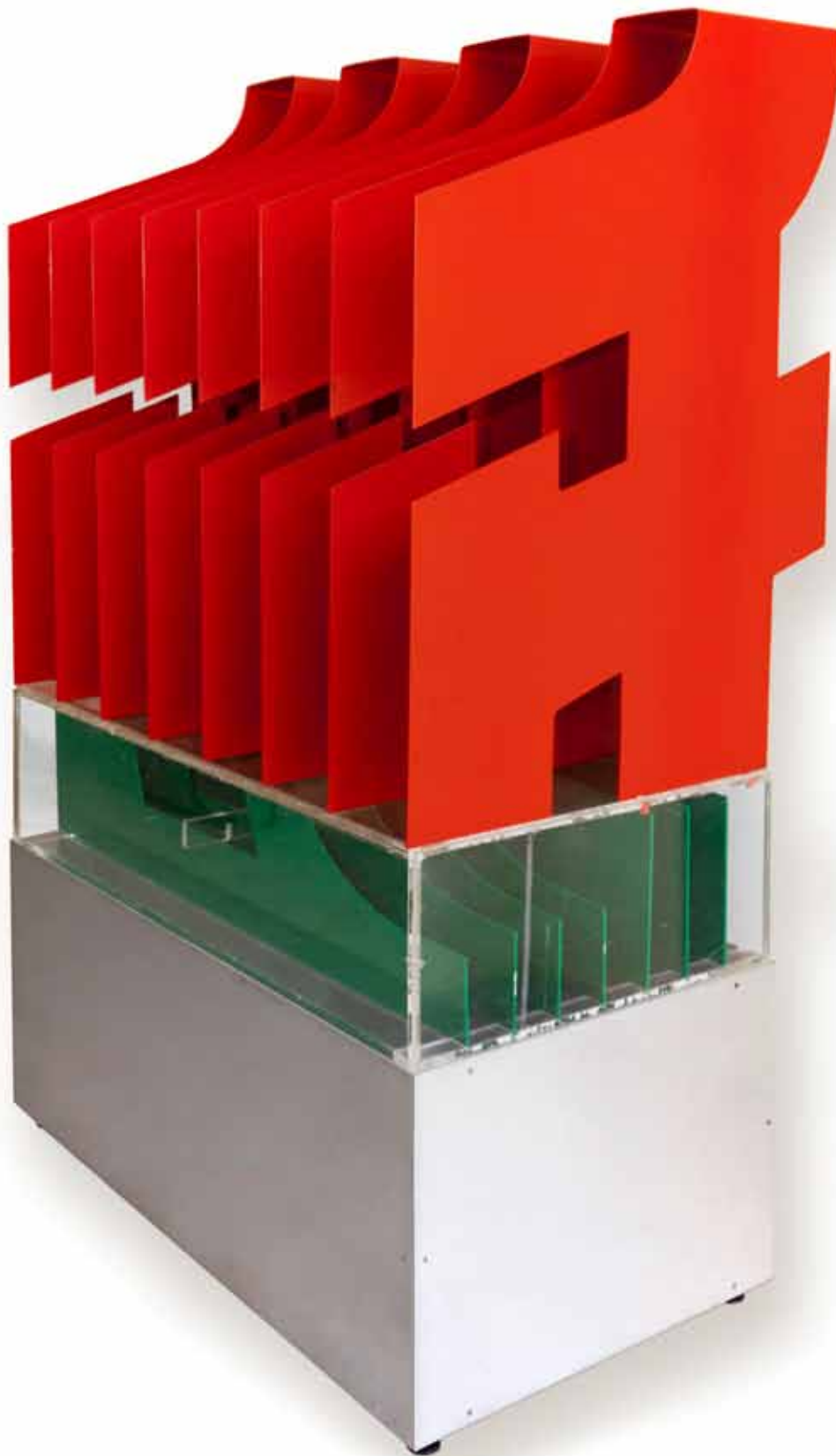
Acquired directly from the artist by the previous owner.

Private collection, Athens.

A work of originality and powerful conviction by an internationally acclaimed abstract sign maker, *Red sculpture* captures the brilliance of the modern cityscape, distilling from it its inherent poetry and cool independence as form. At the same time Chryssa was creating microscopic worlds of uniform detail (compare *Les Toyota sales*, lot 77), she was also moving in the opposite direction of enlarging vague linguistic symbols that looked like illegible pictographs or fragmented commercial signs.

Here, uniformly repeated metal signs mounted in a Plexiglas box, allude to commonplace ciphers of the modern world masterfully adapted to the universal values abstract art aspired to express. The end result is a work of intelligibility and coherence that conveys a classical sense of structure and proportion. While testing new grounds, Chryssa's work, as noted by art critic S. Hunter, "reveals the surprising contemporary outlines of a new classicism, in which we recognise familiar attributes of clarity, order and intellectual control."<sup>1</sup>

<sup>1</sup> S. Hunter, *Chryssa*, Abrams editions, New York, 1974, p. 19.



90 AR

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

Signals

signed 'Takis' (on the base)

found objects, bronze with black patina, iron

218 cm. high (base 25 x 30 cm.)

**£20,000 - 30,000**

**€25,000 - 38,000**

This work is unique.

Resolutely related to the contemporary technological environment, Takis's slender *Signals* manifest a fascination with the expressive potential of found objects and industrial materials, evoking a world of archetypal cosmic symbols and bringing new authority, intelligence and sensibility to modern sculpture. 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>1</sup>

<sup>1</sup> W. Andersen, *Evidence of the Unseen*, exhibition catalogue, MIT Press, Cambridge, Mass., 1969, pp. 13, 16.







91 AR

**GEORGE LAPPAS (BORN 1950)**

House

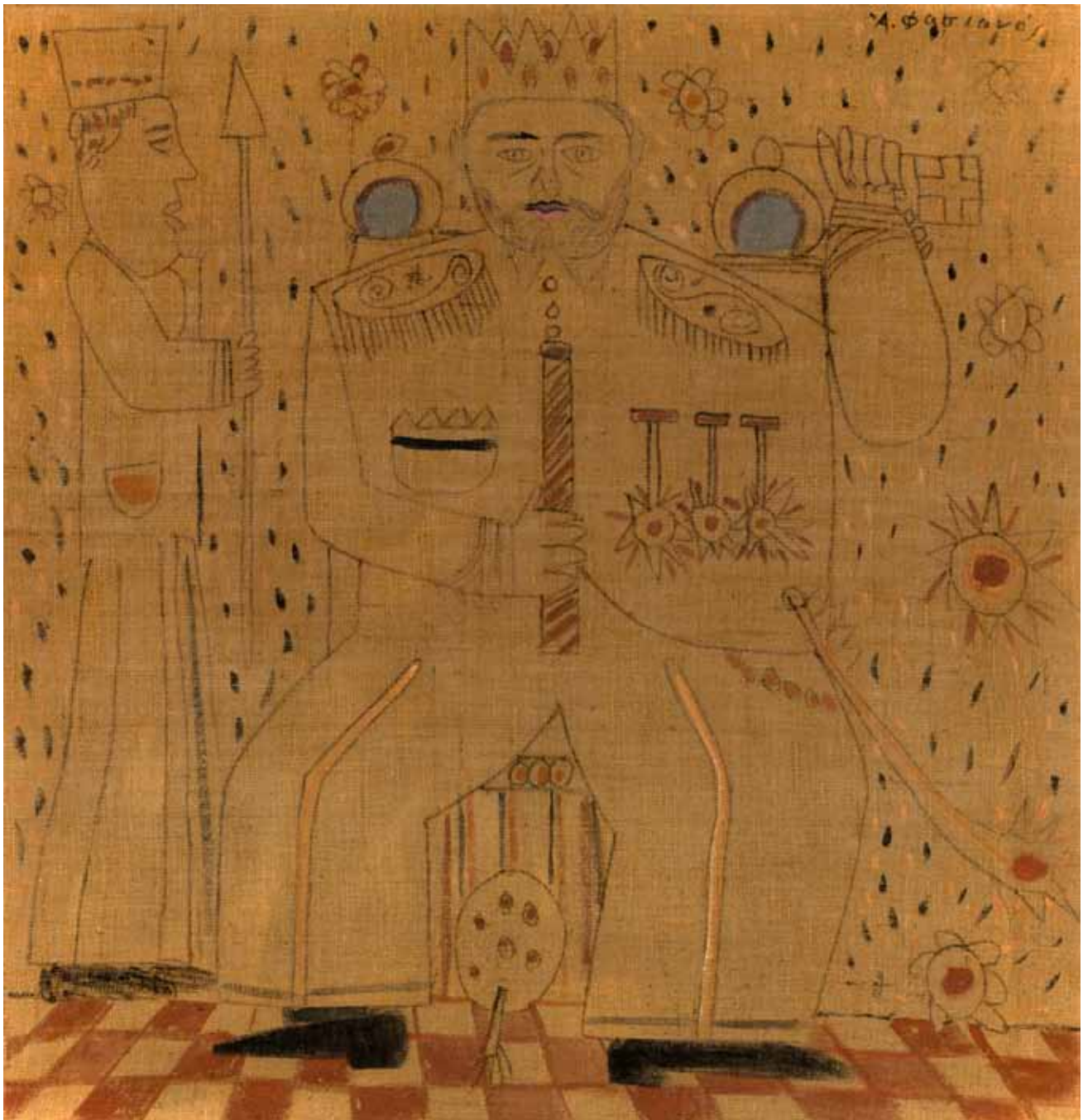
signed 'LAPPAS' (on the reverse)

iron and light

144 x 162 x 15 cm.

£6,000 - 8,000

€7,600 - 10,000



92 AR

**ALECOS FASSIANOS (BORN 1935)**

Fable with no name

signed in Greek (upper right)

acrylic and felt pen on burlap laid on canvas

127.5 x 122.5 cm.

£18,000 - 25,000

€23,000 - 32,000







93 AR

**YIANNIS SPYROPOULOS (1912-1990)**

Choriko E

signed in Greek (lower right); signed, dated and titled "JANNIS SPYROPOULOS CHORIKO E' Athens 1963" (on the stretcher)

oil and mixed media on canvas

89 x 116 cm.

£20,000 - 30,000

€25,000 - 38,000

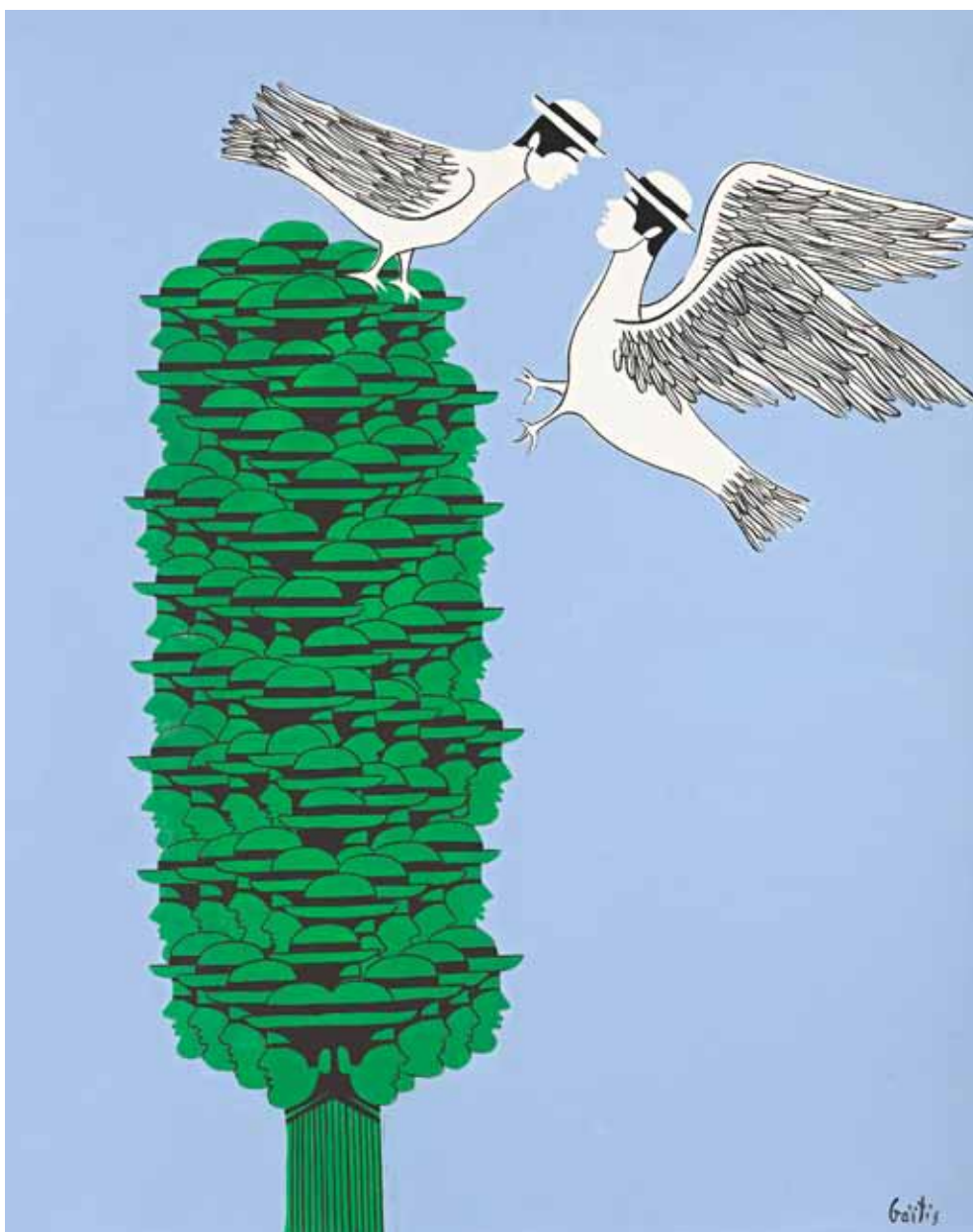
**Provenance**

J. Schramm collection.

Private collection, Athens.

**Literature**

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 828, p. 182 (referred), p. 295 (listed).



94 AR

**YANNIS GAÏTIS (1923-1984)**

The Encounter / Amoureux  
signed 'Gaitis' (lower right); signed and inscribed  
with title in Greek (on the reverse)  
acrylic on canvas  
81 x 65 cm.

£8,000 - 12,000

€10,000 - 15,000

**Provenance**

Galleria L'Osanna, Nardò, Italy.  
Acquired from the above by the present owner in 1982.

**Exhibited**

Bari, Italy, Expoarte, *International Fair of Contemporary Art*,  
Gaitis, 1982.

**Literature**

*Catalogue raisonné de l'oeuvre de Yannis Gaitis*, Angers 2003,  
p. 358, no 1570 (illustrated).





95 AR

**YANNIS GAÏTIS (1923-1984)**

Six figures

signed and dated 'Gaitis 1971' (middle right)

wooden painted construction

133.5 x 65.5 cm.

£8,000 - 10,000

€10,000 - 13,000

**Exhibited**

Paris, *Les Personnages de Gaitis, peintures et reliefs*, Galerie Arts-Contacts, 5 October - 13 November, 1971.

**Literature**

*Catalogue raisonné de l'oeuvre de Yannis Gaitis*, Angers 2003, p. 264, no 1073 (illustrated).



96 AR

**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

€6,300 - 8,900

**Provenance**

Galerie Guy Pieters, Knokke-Heist, Belgium.

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



97 AR

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

Still life: tea with lemon

signed and dated 'Pavlos 73' (lower right)

paper construction in plexiglass

50.5 x 40.5 x 44.5 cm.

£6,000 - 8,000

€7,600 - 10,000

**Provenance**

Private collection, Italy.

**Exhibited**

Rome, Galleria dell'Oca, *Pavlos: Natures Mortes*, 1975.

**Literature**

Emmanuel Mavrommatis, Galleria dell'Oca, *Pavlos: Natures Mortes*, exhibition catalogue, Stamperia Il Globo, 1975. (illustrated)



98 AR

**ALECOS FASSIANOS (BORN 1935)**

The Magician

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

oil on canvas

89 x 115 cm.

£18,000 - 24,000

€23,000 - 30,000

**Provenance**

Private collection, Athens.

**Exhibited**

Athens, Zoumboulakis Gallery, 1980 (solo exhibition).

Alexandria, Consulate General of Greece, Egypt, 1992-1993 (group exhibition).

Athens, National Gallery Alexander Soutzos Museum, 2004-2005 (retrospective).

Athens, Psychico Municipal Gallery, 2008-2009 (group exhibition).

**Literature**

Consulate General of Greece, Alexandria, Egypt, *Contemporary Greek Painting from the Cangelaris Collection*, exhibition Catalogue, Alexandria 1992, no18, p.14.

National Gallery Alexander Soutzos Museum, *Mytologies of Everyday Life Fassianos*, exhibition catalogue, Athens, 2004, no 114, p.p. 145 (illustrated) and 294 (referred).

Psychico Municipal Gallery-M&T. Lefas Bequest, *Contemporary Greek Painting: The Cangelaris Collection*, exhibition catalogue, Psychico, 2008, p.p. 39 (illustrated) and 45 (referred).







99 AR

**COSTAS TSOCLIS (BORN 1930)**

Space with newspapers

signed and dated 'C. Tsoclis 1972' (lower centre)

mixed media and pencil on cardboard laid on panel in plexiglass frame

95 x 75 x 5 cm.

£5,000 - 7,000

€6,300 - 8,900





100 AR

**GEORGE LAPPAS (BORN 1950)**

The shout

signed 'LAPPAS' (on the left foot and behind the head)

mixed media

88 cm. high, base 30 x 40 cm.

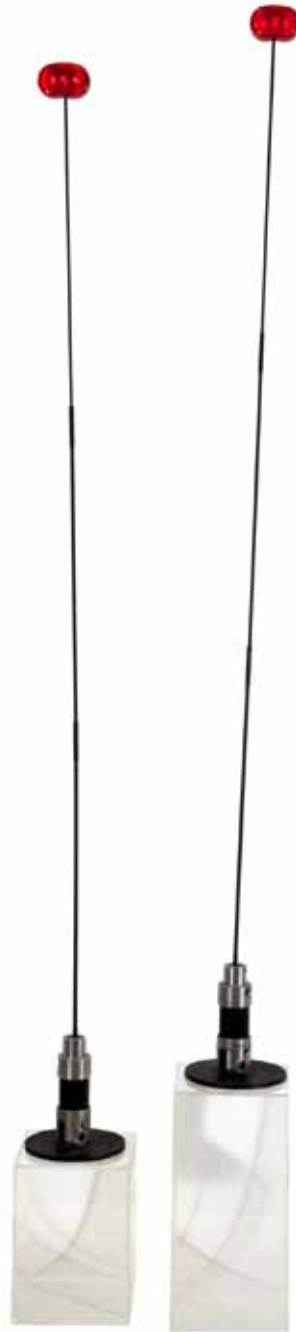
£5,000 - 7,000

€6,300 - 8,900

Executed c. 2000.

**Provenance**

Acquired directly from the artist c. 2007.



101 AR

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

A pair of Signals

both inscribed TAKIS and numbered 21F5 and 14F5 (on the base)

metal and lights

137 cm high (each)

(2)

£7,000 - 9,000

€8,900 - 11,000



102

102 AR

**SOFIA KALOGEROPOULOU (BORN 1946)**

A fairy tale  
signed in Greek (lower right)  
oil on panel  
99 x 125 cm.

£5,000 - 7,000

€6,300 - 8,900

103 AR

**ALECOS FASSIANOS (BORN 1935)**

Pink landscape  
signed in Greek (lower centre)  
oil on canvas  
34 x 73 cm.

£5,000 - 7,000

€6,300 - 8,900

**Provenance**

Zoumboulakis Gallery, Athens.  
Private collection, Athens.

104

**ALEXIS AKRITHAKIS (1939-1994)**

Tsiki-Tsiki  
signed and dated 'Akritakis 70' (lower right)  
ink on paper  
23.5 x 30.5 cm.

£3,000 - 5,000

€3,800 - 6,300





103



104



**19TH CENTURY EUROPEAN,  
VICTORIAN AND BRITISH  
IMPRESSIONIST ART**

Wednesday 21 January 2015  
New Bond Street, London

**EDWARD SEAGO, RWS  
(BRITISH, 1910-1974)**

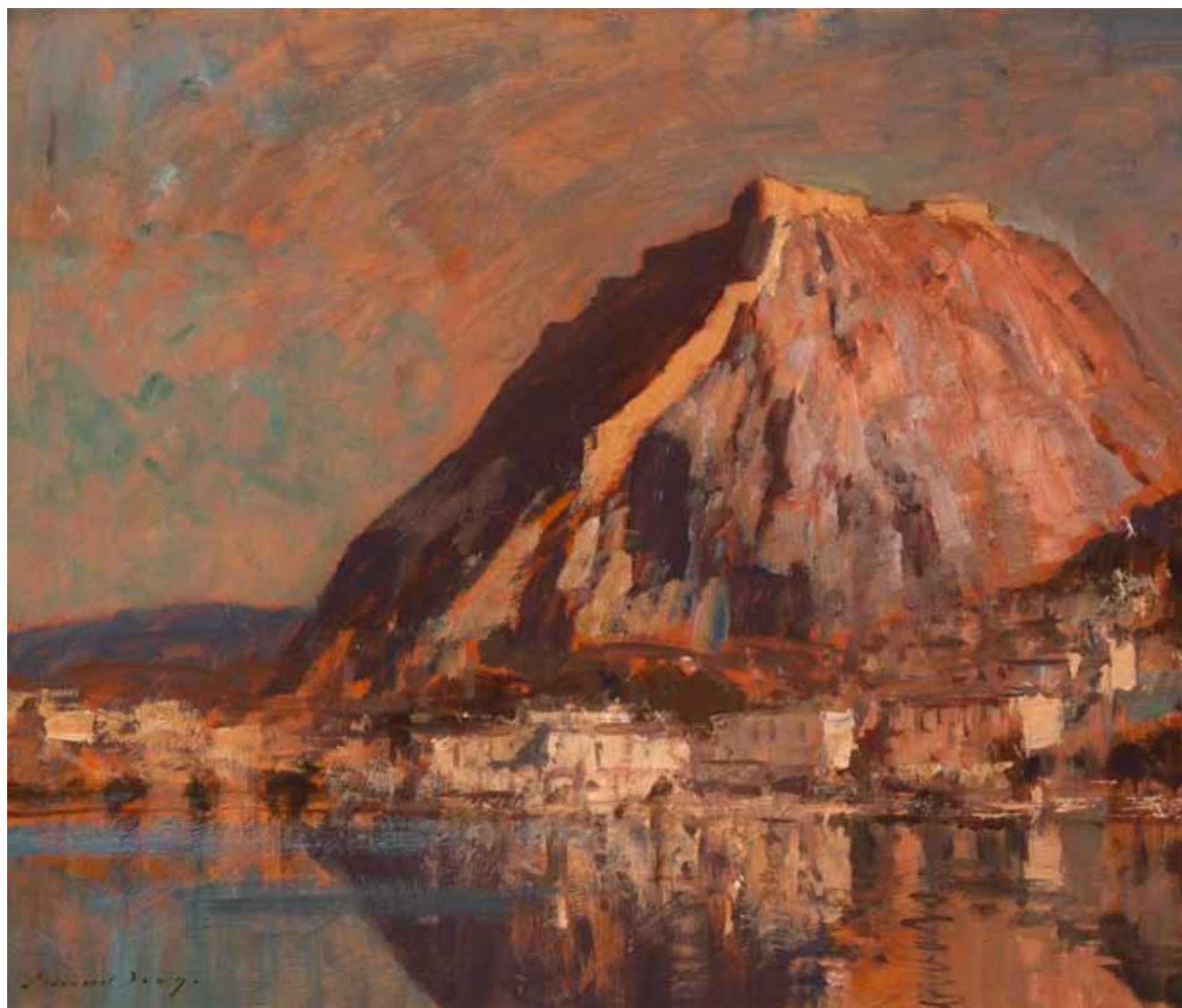
*Evening sunlight,  
Nafplio, Greece (detail)*  
oil on canvas  
51 x 76.5cm (20 1/16 x 30 1/8in).  
£25,000 - 35,000

**ENQUIRIES**

+44 (0) 20 7468 8360  
charles.obrien@bonhams.com

**Closing date for entries**

Friday 28 November 2014



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Tuesday 9 December 2014  
New Bond Street, London

**ANDY WARHOL**  
**(AMERICAN, 1928-1987)**

*New Coke* (F.&S. III B.44c)  
Unique screenprint in colours,  
c. 1985, 1000 x 606mm  
£15,000 - 20,000

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## Closing date for entries

Thursday 30 October 2014



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

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

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

#### *Alterations*

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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



**Bidding in person**

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

**Bidding by telephone (only available on lots with a low estimate greater than £400)**

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* of *Lots*:

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*

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;

**Bankers draft/building society cheque:** if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

**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;

**Sterling travellers cheques:** you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using 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;

**Union Pay cards:** these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are 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.

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

## 13. CITES REGULATIONS

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

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

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

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

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

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

### Condition of Firearms

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

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

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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

## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### ~ 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.
- 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.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

### DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

## 1 THE CONTRACT

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

## 2 SELLER'S UNDERTAKINGS

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

## 3 DESCRIPTIONS OF THE LOT

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

## 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

## 5 RISK, PROPERTY AND TITLE

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

## 6 PAYMENT

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

## 7 COLLECTION OF THE LOT

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

<b>8</b>	<b>FAILURE TO PAY FOR THE LOT</b>	<b>9</b>	<b>THE SELLER'S LIABILITY</b>	<b>10.3</b>	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	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.
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;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i> ) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i> ) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			<b>11</b>	<b>GOVERNING LAW</b>
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				All transactions to which the <i>Contract for Sale</i> 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 <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	<b>10</b>	<b>MISCELLANEOUS</b>		
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

## 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*, and
  - 3.1.3 if the *Lot* is marked [<sup>AR</sup>], 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</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	<b>7.3</b>	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.	<b>9.3</b>	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
<b>7.1</b>	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):	<b>7.4</b>	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	<b>9.3.1</b>	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
<b>7.1.1</b>	to terminate this agreement immediately for your breach of contract;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	<b>9.3.2</b>	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.
<b>7.1.2</b>	to retain possession of the <i>Lot</i> ;	<b>8.1</b>	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	<b>9.4</b>	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> .
<b>7.1.3</b>	to remove, and/or store the <i>Lot</i> at your expense;	<b>8.1.1</b>	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	<b>9.5</b>	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> .
<b>7.1.4</b>	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;	<b>8.1.2</b>	deliver the <i>Lot</i> to a person other than you; and/or	<b>9.6</b>	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
<b>7.1.5</b>	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	<b>8.1.3</b>	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	<b>9.7</b>	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
<b>7.1.6</b>	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	<b>8.1.4</b>	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	<b>9.8</b>	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> .
<b>7.1.7</b>	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	<b>8.2</b>	The discretion referred to in paragraph 8.1:	<b>10</b>	<b>OUR LIABILITY</b>
<b>7.1.8</b>	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i> ) until all sums due to us have been paid in full;	<b>8.2.1</b>	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	<b>10.1</b>	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> .
<b>7.1.9</b>	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	<b>8.2.2</b>	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	<b>10.2</b>	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:
<b>7.1.10</b>	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	<b>9</b>	<b>FORGERIES</b>	<b>10.2.1</b>	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>7.1.11</b>	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	<b>9.1</b>	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	<b>10.2.2</b>	changes in atmospheric pressure; nor will we be liable for:
<b>7.2</b>	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	<b>9.2</b>	Paragraph 9 applies only if:	<b>10.2.3</b>	damage to tension stringed musical instruments; or
		<b>9.2.1</b>	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	<b>10.2.4</b>	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.
		<b>9.2.2</b>	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		<b>9.2.3</b>	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i> ) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</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; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	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.
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.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	<b>BOOKS MISSING TEXT OR ILLUSTRATIONS</b>  Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:  the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and  you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and  within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .  but not if:  the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</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 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> .  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 <i>Lot</i> , all rights and benefits under this paragraph will cease.	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	<b>MISCELLANEOUS</b>		12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
12.1		You may not assign either the benefit or burden of this agreement.	13	<b>GOVERNING LAW</b>  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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.
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.		<b>DATA PROTECTION – USE OF YOUR INFORMATION</b>  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 <a href="http://www.bonhams.com">Website</a> <a href="http://www.bonhams.com">www.bonhams.com</a> or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from <a href="mailto:info@bonhams.com">info@bonhams.com</a> .
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.		<b>APPENDIX 3</b>  <b>DEFINITIONS AND GLOSSARY</b>  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.
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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		<b>LIST OF DEFINITIONS</b>  "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i> ). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
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 <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

**"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 of Sale* the *Lot* corresponds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## 20th Century British Art

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## Aboriginal Art

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## African, Oceanic & Pre-Columbian Art

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