

Bonhams

1793



The Greek Sale

Wednesday 24 April 2013 at 2pm
New Bond Street, London







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Please see page 5 for bidder information including after-sale collection and shipment

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Illustrations

Front cover: lot 53
Back cover: lot 42
Inside front cover: lot 47
Inside back cover: lot 54
Opposite: lot 13

Sale Number: 20620

Catalogue: £20 (£25 by post)

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1AR

Spyros Vassiliou (1902/3-1984)

View of the Acropolis

signed in Greek and dated '76' (lower right)

oil on canvas

73 x 92 cm.

£12,000 - 18,000

€14,000 - 21,000

PROVENANCE:

Sotheby's Greek Sale of 18 November 2003, lot 74.

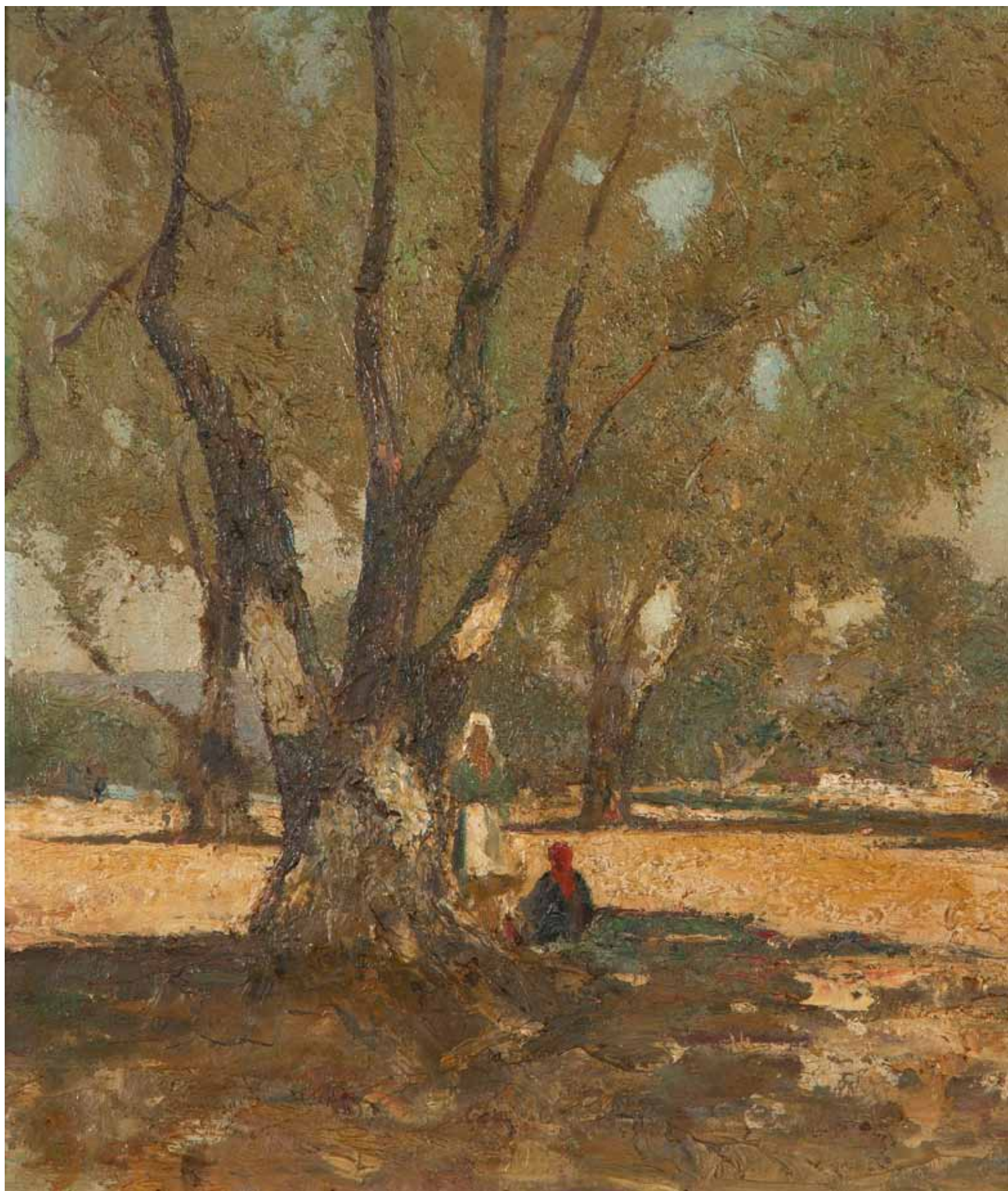
Acquired from the above sale by the present owner.

EXHIBITED:

Athens, Municipal Gallery, *The Physiognomy of Post-War Art in Greece*,
March-May 1986 (illustrated in the exhibition catalogue, p. 44).









2

Michalis Economou (1888-1933)

Resting under the olive tree

signed 'M. Economou.' (lower right)

oil on canvas

54 x 65 cm.

£20,000 - 30,000

€23,000 - 35,000

PROVENANCE:

Private collection, France.

A true find and a soulful rendition of nature distinguished by the charm of its uncontrived composition, this exceptional canvas reveals Economou's penchant for painting the quiet corners of the landscape, while displaying his ability to transform ordinary subjects into evocative visions of humble monumentality.

In a peaceful olive orchard, the aged trees shaped by time and the elements become the real protagonists, offering a delightful variety to the artist's observing eye. Economou pays close attention to all the irregularities that establish their individual characters. The bark of the massive olive tree in the foreground and the moss attached to it are composed of countless quick touches of thick impasto suggesting the trunk's rough texture, while the varied angles and gnarled curves of the tree branches create a vivid surface pattern. At the same time, the pronounced triangle in the centre opens out the composition to reveal the landscape beyond, while large areas of cast shadows animate the ground and contribute to its weightiness. As noted by art historian A. Kouria who prepared the artist's monograph, "in certain works of Economou, the shadows, along with the shapes and visual effects they create, actively contribute to the compositional structure, endowing the picture with a vibrating pulse that's akin to the Nabis, art nouveau aesthetics or even Van Gogh." ¹

The artist, however, is concerned not only with the physicality of natural forms and the visual effects produced by the interplay of light and shadow but also with the harmonious incorporation of the human presence into the whole -the two female figures that ease themselves under the thick shade of the olive tree. 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 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.)

Highlighted by bold animating touches -note the emphatic daub of pure red pigment at the seated woman's headscarf- the figures blend in with the environment, suggesting that human beings, just like trees, are part of a universal natural order. Such an interpretative approach to the landscape charges the painting with symbolic, even spiritual overtones and invests it with a higher order of meaning, echoing van Gogh's celebrated olive orchards.

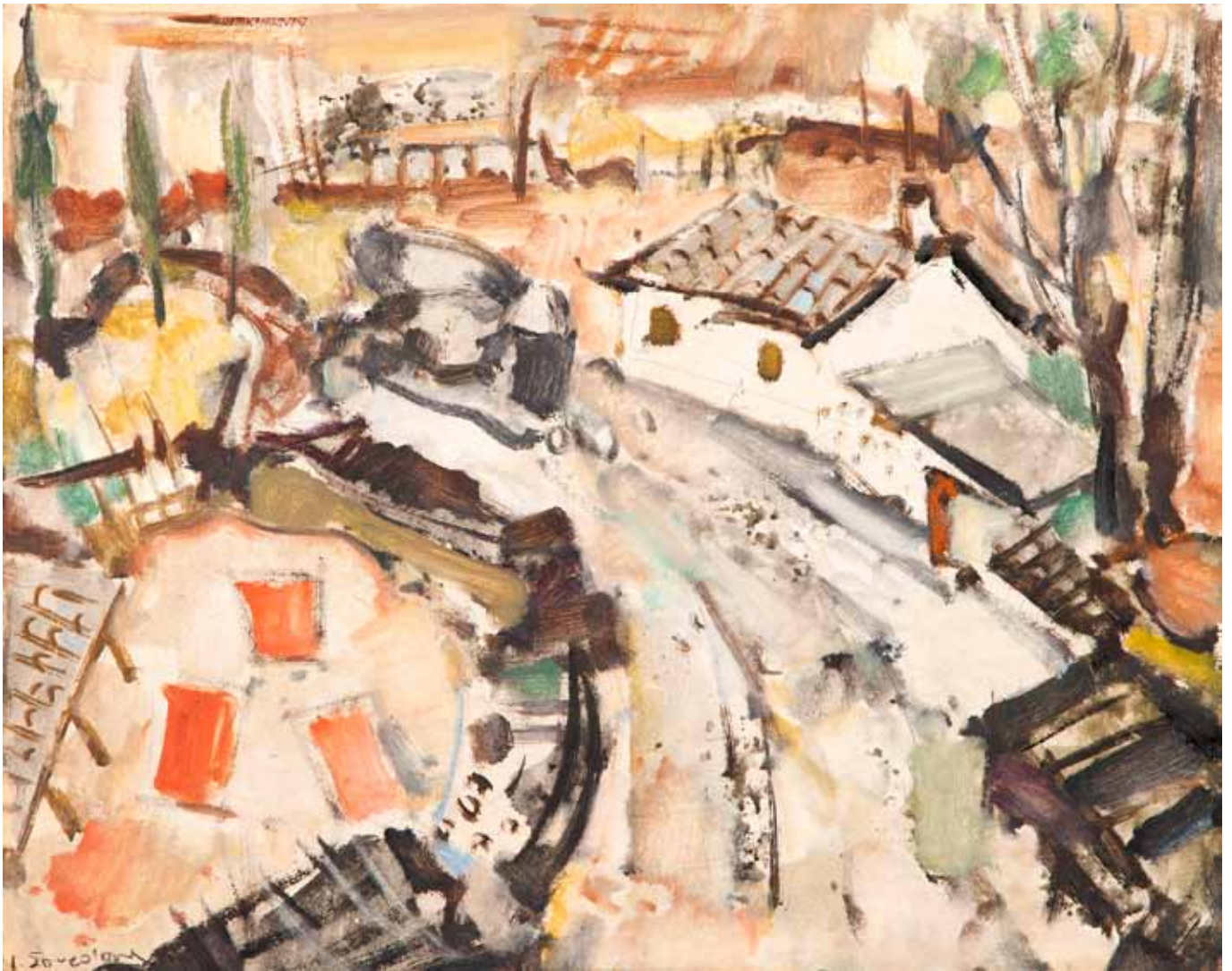
1. A. Kouria, *Michalis Economou* [in Greek], Adam, Athens 2001, p. 113.



3

3AR
 Yiannis Spyropoulos (1912-1990)
 Street in Mykonos
 signed in Greek (lower right)
 oil on paper
 31 x 48 cm.
 £10,000 - 15,000
 €12,000 - 17,000

Painted in 1951.



4

4AR
 Yiannis Spyropoulos (1912-1990)
 Greek village
 signed in Greek (lower left)
 oil on paper
 40.6 x 50.6 cm.
 £10,000 - 15,000
 €12,000 - 17,000



5

5AR

Nikos Hadjikyriakos-Ghika (1906-1994)

View of Athens

signed and stamped (lower right)

watercolour and pencil on paper

21 x 48 cm.

£7,000 - 10,000

€8,100 - 12,000

Painted c.1975.

6AR

Nikos Hadjikyriakos-Ghika (1906-1994)

Heracles and Lernaean Hydra

signed in Greek and numbered 4/8 (on the base)

bronze

33 x 30 x 16 cm.

£4,000 - 6,000

€4,600 - 6,900

Executed in 1949.

LITERATURE:

D. Iliopoulou-Rogan, *N. Hadjikyriakos-Ghika, The Parallels*, Polyplano Editions, Athens 1980, p. 15 (referred).

N. Hadjikyriakos-Ghika, *Sculpture 1934-1984*, To Trito Mati, Athens 1984, no. 11, pp. 8, 14.

Ghika, Adam editions, Athens 1991, no. 6, p. 201 (illustrated).

Ghika Vu par Bonhomme, Artigraf editions, Athens 1993, pp. 40, 41 (illustrated).

Ancient Greece as Seen by N. Hadjikyriakos-Ghika, Benaki Museum, Athens 1995.

J.F. Bonhomme, *Ghika Photographies 1989-1994*, Benaki Museum, Athens 1997, no. 60 (illustrated).

D. Iliopoulou-Rogan, *N. Hadjikyriakos-Ghika, The Apollonian – The Dionysian 1906-1994*, exhibition catalogue, Benaki Museum, Athens 2006, no. 819, p. 329 (illustrated).

M. Rogakos, *Reincarnated Painting: Sculpture by Ghika*, The American College of Greece – ACG Art, Athens 2006, no. 13, p. 29.

N. Hadjikyriakos-Ghika, *The Protean*, Municipal Gallery of Thessaloniki, Thessaloniki 2008.

Nikos Hadjikyriakos Ghika, A Timeless Contemporary, exhibition catalogue, Museum of Contemporary Art, Andros 2011, p. 225 (illustrated).

E. Arapoglou, Kriezotou no. 3, *Nikos Hadjikyriakos-Ghika, his Home, Studio and Gallery*, Benaki Museum, Athens 2012, no. 306, p. 307 (illustrated).



6



7

7AR

Alecos Fassianos (born 1935)

Child in the garden

signed in Greek (upper left)

oil on canvas

65 x 46 cm.

£4,000 - 6,000

€4,600 - 6,900

8AR

Thanos Tsingos (1914-1965)

a) Flowers in green background

signed and dated 'TSINGOS / 62' (lower right)

oil on canvas

36 x 57 cm.

b) Red and yellow flowers in black background

signed and dated 'TSINGOS / 62' (upper left)

oil on canvas

35.5 x 57 cm.

(2)

£12,000 - 18,000

€14,000 - 21,000

PROVENANCE:

For (a)

K. Venizelou collection, Athens.

For (b)

H. Sfaellos collection, Athens.

Bonhams Greek Sale of 12 December 2006, lot 119.

Acquired from the above sale by the present owner.

EXHIBITED:

Athens, National Gallery and Alexander

Soutzos Museum, *Thanos Tsingos*

Retrospective, 1980 (no 129 for (a), no 142 for (b), both illustrated in the exhibition catalogue).



8 (a)



8 (b)

Theofilos Hadjimichail (1867-1934)

Artemis, the hunting goddess
titled in Greek (on the upper part)

oil on canvas

40 x 30 cm.

£15,000 - 20,000

€17,000 - 23,000

PROVENANCE:

Goutos collection.

H. Sfaellos collection.

Bonhams Greek Sale of 12 December 2006, lot 83.

Acquired from the above sale by the present owner.

EXHIBITED:

Athens, Hellenic-American Union, *Exhibition of works by the painter Theofilos*, 7-26 February 1964, no 43.

Ingeniously combining exceptional design, delicate drawing and a vibrant palette with a deep sense of mythology and history, Theofilos became a point of reference for the most prominent Greek intellectuals of the 20th century. Nobel laureates G. Seferis and O. Elytis considered him an uncorrupted student of the senses who gave expression to the true face of Greece and a great artist who made us see the world with a different eye.¹ "His roots go way back to the ancient Aegean and it is this heritage that makes him paint in a distinctly Greek manner."²

Ancient Greek subjects comprise a significant subset of Theofilos' iconography. G. Petris, a scholar of Greek folk art, noted: "He has a clear preference for the ancient gods, not as part of elaborate compositions but as single figures. In the works from his Mytilini period we find Zeus, the greatest of gods, Hera, goddess of the air, Athena, goddess of wisdom, and Artemis, the hunting goddess."³ Armed with bow and arrows, Artemis, Apollo's sister and hunter-in-chief to the gods, is the protectress of little children and of all suckling animals, but she also loves the chase, especially that of stags.⁴ In this piece, Theofilos explores a mythical, ideal world that was out of his reach, before turning with nostalgia to more familiar and accessible subjects, such as landscapes and genre scenes.⁵

In the catalogue of the seminal 1964 Theofilos exhibition at the Greek-American Union in Athens, which included the painting offered at auction, art critic A. Xydis noted: "The way Theofilos composes his chromatic harmonies, his lively and confident brushwork and unique handling of light are reminiscent of three of the most painterly artists of our time, namely Matisse, Van Gogh and Utrillo. Like Matisse he enjoys colour and constantly seeks, always successfully, new colour combinations. Like Van Gogh he directs his brush to the most expressively condensed notations with verve and sensitivity. And like Utrillo he is enchanted by light but manages to maintain control over it."⁶

Apart from his close affinity with some of the fundamental stylistic premises of the early 20th century avant-garde, Theofilos is perfectly at home with the rich tradition of Byzantine art. His female figures emulate purely Byzantine models, such as egg-shaped faces, well-delineated features and frontal approach.⁷ The full frontal posture usually creates a powerful vertical thrust, which he knowingly balances by simply combining it with a strong horizontal. In lot 9, all elements indicating the goddess' identity (quiver, arrows, bows, stag, wilderness) are clearly pronounced, while the figure of Artemis is handled with a set of pictorial and iconographic conventions, an approach to painting deeply rooted in Byzantine and folk tradition. The inclusion of the title (in gold) at the top of the painting, in addition to expressing a longing for knowledge following the Ottoman occupation, denotes a unification of iconographic and linguistic symbols in a uniform and living Greek myth.⁸

¹O. Elytis, *The New Greek Myth*, Asterias, Athens 1973 and G. Seferis, *Angloelliniki Epitheorisi* magazine, vol. 3, no. 1, May 1947, p. 2

²A. Xydis, *Proposals for the History of Modern Greek Art* [in Greek], vol. 1, Athens 1976, p. 36-38.

³G. Petris, *The Painter Theofilos* [in Greek], Athens 1978, pp. 42-43

⁴see R. Graves, *The Greek Myths*, vol. 2, Penguin Books, 1960, p. 82

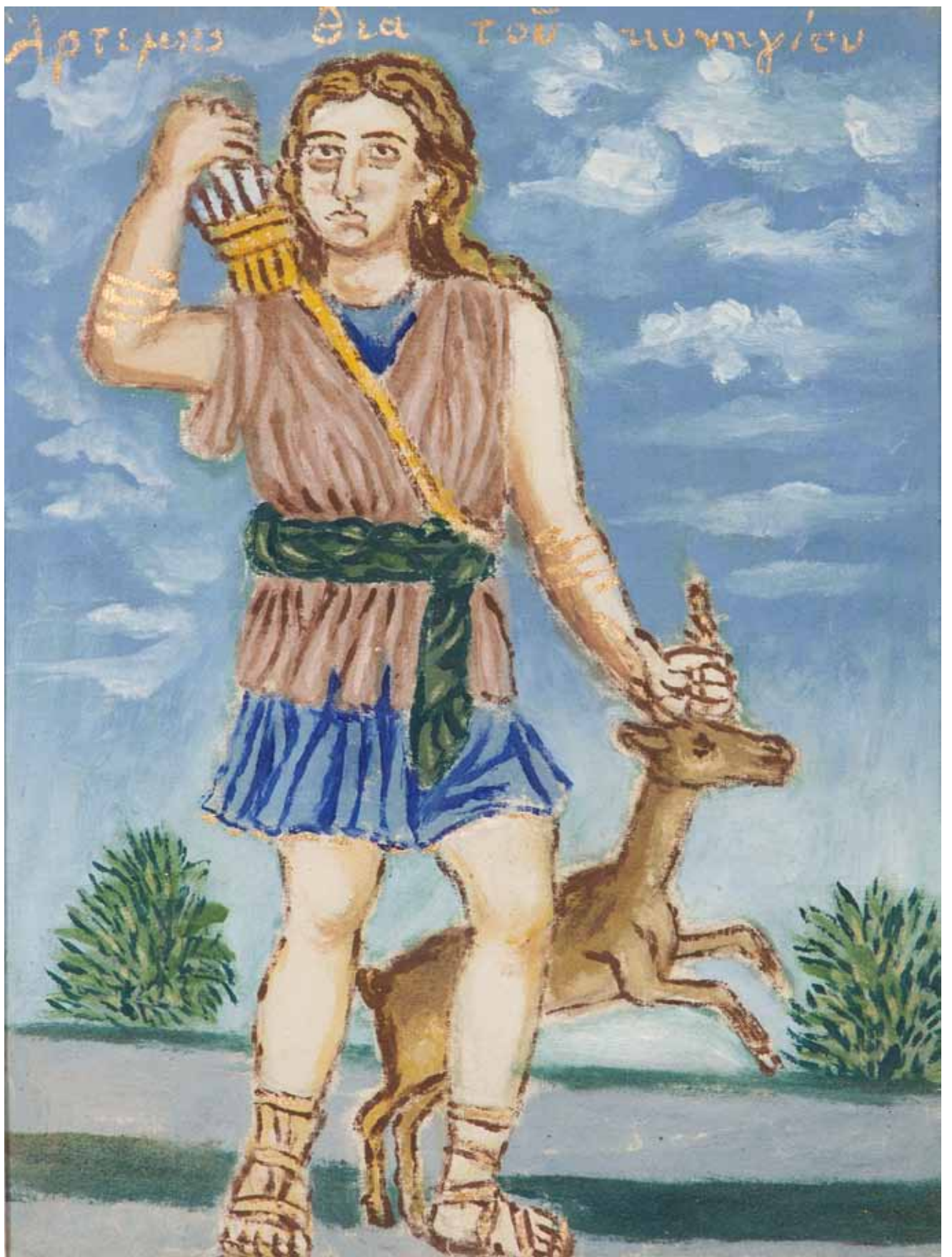
⁵See K. Makris, *The 'Relevance' of Theofilos*, *Zygos* Annual Edition on the Hellenic Fine Arts, vol. 3, Athens 1984, p. 98

⁶Xydis, preface for the 1964 Theofilos exhibition catalogue, Athens, Greek-American Union, p. 11

⁷D. Evangelides, *Theofilos' Art*, *Angloamerikaniki Epitheorisi*, vol. 3, no. 1, May 1947, p. 5

⁸H. Kambouridis - G. Levounis, *Modern Greek Art, The 20th Century*, Athens 1999, p. 43

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 April 8-11 2013. This painting will be located in Athens during the auction.

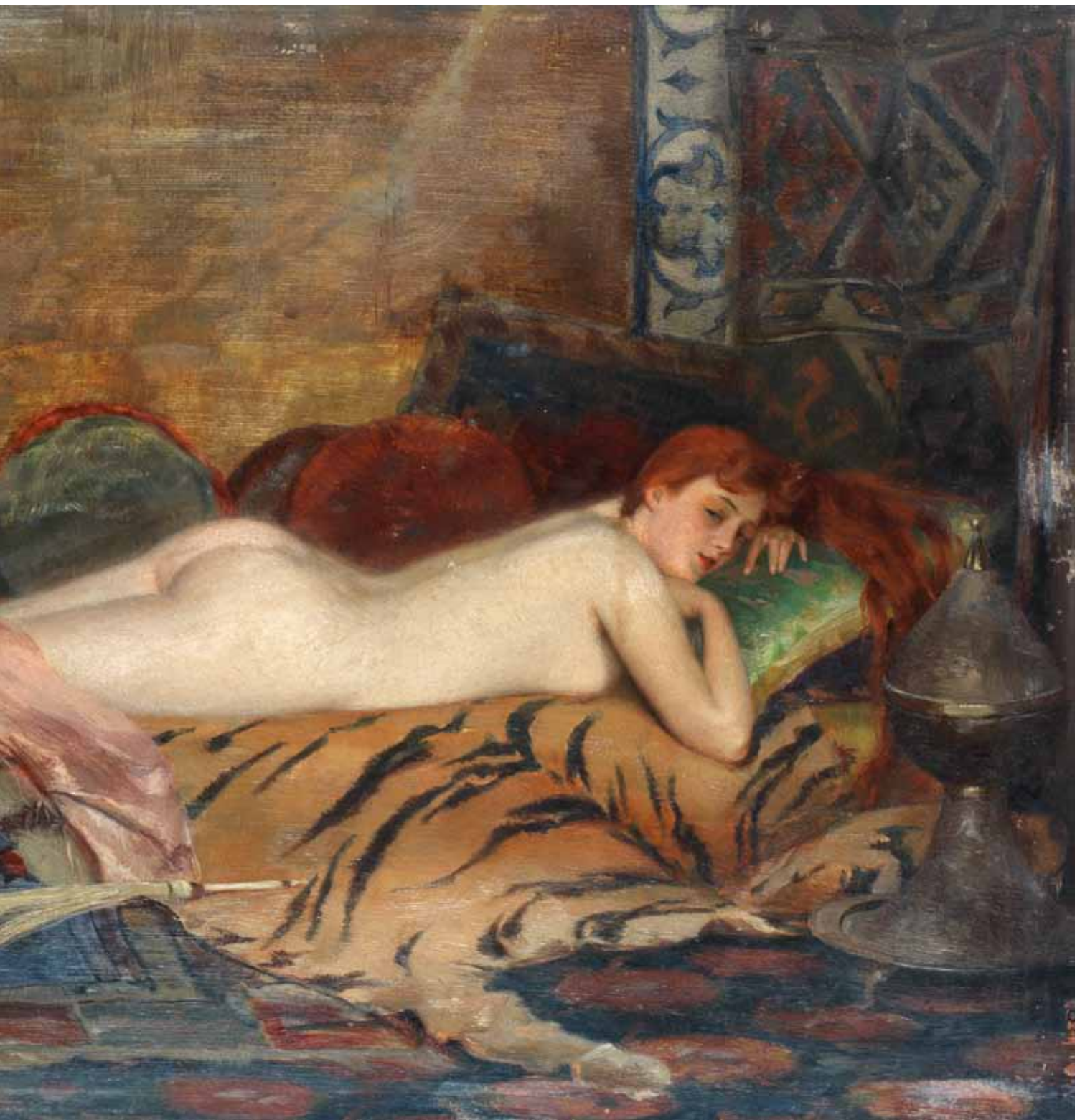


10
Théodore Jacques Ralli (1852-1909)
Reclining Nude
signed 'Ralli' (upper left)
oil on panel
24 x 35 cm.
£20,000 - 30,000
€23,000 - 35,000

PROVENANCE:
Private collection, Athens.



10





11

11
Constantinos Maleas (1879-1928)
Shore
signed in Greek (lower right)
oil on cardboard
20 x 31 cm.
£12,000 - 18,000
€14,000 - 21,000

PROVENANCE:
Private collection, Athens.



12

12

Constantinos Maleas (1879-1928)

Boats on the Nile

signed in Greek (lower right)

oil on cardboard

26 x 40 cm.

£15,000 - 20,000

€17,000 - 23,000

PROVENANCE:

Private collection, Athens.





Constantinos Volanakis (1837-1907)

The burning of a Turkish battleship
signed in Greek (lower left)

oil on canvas

92 x 135 cm.

£100,000 - 150,000

€120,000 - 170,000

PROVENANCE:

Private collection, Athens.

***"This conflagration was the naval beacon
of Greek liberty."***

G. Finlay

The burning of a Turkish battleship along with *the Breakthrough of the Aris* and *the Battle of Salamis* comprise Volanakis's epic trilogy of historic naval engagements. Having been liberated from the strict tenets of the Munich Academy, the artist here draws from a great feat of the Greek War of Independence (1821-1829) to create a dramatic atmosphere in the vein of similar romantic works by Gericault and Delacroix.

Towards the end of May 1821, a Greek squadron under Admiral Tombazis contacted the Ottoman fleet off the island of Lesbos, awaiting an opportunity to attack. This came when a slow-moving line-of-battleship known as Ferman Dîynemez, the "Moving Mountain", which got separated, anchored in the northern bay of Eressos. A council of war called by Tombazis resolved to engage using fireships. At daybreak on May 27, Dimitrios Papanikolis, one of the bravest and ablest Greek commanders, aimed his fireship at the double-decker's bow and despite heavy canon fire and the crew's efforts to repel the attack, he was successful in firmly fixing the bowsprit of his brulot under the prow of the Turkish ship.¹ "The flames mounted into the sails of the fire-ship in an instant, for both the canvas and the rigging were saturated with turpentine, and they were driven by the wind over the bows of the line-of-battleship, whose hull they soon enveloped in a sheet of fire. The flames and the dense clouds of smoke which rushed along the deck and poured in at the ports rendered it impossible to make any effort to save the ship."² Many of the sailors jumped overboard under heavy fire from the Greek fleet. The cable was cut, and launches full of men, mostly officers, left the ship. Even Captain Arnaut, abandoning his crew to their fate, attempted to board a lifeboat (possibly the wounded man in white shown in the foreground) but was stabbed in the neck by an infuriated junior officer.³ Within half an hour the battle was over. At about 11 a.m. the main magazine exploded and left the once majestic battleship a complete wreck.

This was a great feat with even greater consequences extending beyond the mere loss of a major battleship and the perishing of hundreds of men. The morale of the Greek forces was boosted, while the Turkish fleet, upon hearing of this terrible disaster, sailed back to the Dardanelles, ceding complete command of the Aegean to the Greeks. The contribution of Papanikolis, who was the first to use a fireship against the Ottoman naval forces, as well as that of Patatoukos, who built it, to the Greek cause was immense. This type of fireship, with few modifications, was extensively used throughout the Greek Revolution, yielding spectacular results in most cases.⁴

Beyond its historical and documentary value, the composition allowed Volanakis to capture the naval scene in all its splendour, producing an accurate and convincing picture which belongs to the great 19th c. European tradition of battle painting and ship portraiture. "In the two years he sailed with the Austrian fleet as a reward for capturing first place in the competition for the depiction of the naval battle of Lissa, Volanakis had the opportunity to expand his knowledge on different types of warships. As a result, no detail escaped him. He knew everything and made detailed notes and studies like a true shipwright, which proved quite useful in his later compositions."⁵ (Compare, C. Volanakis, *The Kaiser battleship at the naval battle of Lissa*, 1868, Vienna, Österreichische Galerie).

In the Bonhams picture, the imposing wooden two-decker battleship is placed at an angle affording a full view of the starboard side and the stern where most of the action takes place. In contrast to other, mostly night-time, depictions of naval engagements involving fireships, where the action unfolds in the middleground and the dramatic tone rests almost exclusively on the visual effect of a blazing fire against a dark background, this work is distinguished by the daring way the ship's immense volume is placed much closer to the viewer, to the point that the tips of the masts are audaciously cropped. The composition relies on swift brushwork, fluid design and naturalistic colour, while the human figures, compared to the Battle of Lissa (1869, Budapest, Fine Arts Museum) and the Battle of Salamis (1882, Athens, Naval Headquarters), are rendered in a more impressionistic manner, accentuating the work's emotional content and dramatic appeal. As a result the picture transcends the specific historical event and lays claim to the elegiac and the symbolic.

As noted by Professor M. Vlachos, "although military conflicts hardly suited his calm and gentle nature, Volanakis proved to be highly adept in portraying the Turkish defeat, striking a balance between form and subject. This kind of approach, akin to various compositional schemes by the Dutch masters or even those of Turner and Garneray, represents Volanakis's highest achievement in the depiction of epic naval themes."⁶

The painting's great artistic merit lies in the fact that Volanakis, instead of focusing on the courageous rebels as, for example, Nikiphoros Lytras did in his *Burning of the Turkish flagship* by Kanaris (Averoff Museum, Metsovo), brilliantly captures the scene's tragic magnificence, paying an indirect tribute to the heroic act of the Greeks and elevating the military confrontation to the realm of pure emotion and subjective interpretation. As noted by M. Vlachos, "the magnitude of the victory is assessed by the material loss and the tragic lot of man."⁷ The torn Turkish flag on the wounded battleship's stern, charges the dramatic atmosphere even further, foreshadowing the victorious outcome of the Greek revolution.

¹. See J. Braddock, *The Greek Phoenix*, Coward, McCann & Geoghegan, 1972, p. 92.

². G. Finlay, *History of the Greek Revolution*, William Blackwood, 1861, vol. I, p. 220.

³. It is supposed that between three and four hundred men perished. According to Greek historian D. Kokkinos, only eight sailors survived out of a crew of 1,100. D. Kokkinos, *The Greek Revolution* [in Greek], vol. I, Melissa, Athens 1967, pp. 576-578.

⁴. See *History of the Greek Nation*, vol. XII, Ekdotike Athinon, Athens 1972, pp. 126-128.

⁵. P. Dimara-Tsimbouki, *Constantinos Volanakis* [in Greek], Eklogi magazine, no. 80, June 1952, pp. 42-43.

⁶. M. Vlachos, *Constantinos Volanakis (1837-1907)*, doctoral dissertation, Athens 1974, pp. 141-142.

⁷. M. Vlachos, *Greek Marine Painting and the European Image of the Sea*, Olkos, Athens 1994, p. 212.



13

14

Theofilos Hadjimichail (1867-1934)

The hero Markos Botsaris

inscribed with title on the upper part, dated '1900' (lower right)

natural pigments on cardboard

63 x 43 cm.

£35,000 - 45,000

€40,000 - 52,000

PROVENANCE:

K. Makris collection.

D. Livanos-Chrysochoidis collection.

LITERATURE:

Kitsos Makris, *Folklore Art of Pilon*, Melissa Editions, Athens, 1976 (illustrated).

Greek Painters, vol. 1, From the 19th Century to the 20th, Melissa editions, Athens 1974, p. 443 (illustrated).

Kathimerini daily, Epta Imeres, 20.3.1994, p. 15 (illustrated).

Theofilos, Ta Nea editions, Athens 2006, p. 15 (illustrated).

A legendary captain and a celebrated hero of the Greek War of Independence, the Souliote Markos Botsaris (1788-1823) distinguished himself not only by his courage, resolve and skill as a partisan leader in western Greece but also for the single-handed battles of wit he fought during meetings and negotiations with the Turks. He was also conspicuous in the first siege of Missolonghi, the city he was buried in after being killed in Karpenisi on August 21, 1823. As noted by the prominent historian C. Paparrigopoulos, "Markos Botsaris was one of the most heroic and noble Greek fighters. None was his equal when it came to dedication and bravery. His virtuousness was reflected by his facial features, while his goodness was evident in his manners and words"¹, traits that are lovingly captured in Theofilos's well-known portrait.

Enchanted by the epic 1821 uprising, Theofilos left his indelible mark as one of the forerunners of Modern Greek culture, much the same as General Makriyannis, the War of Independence hero who became one of the greats of Modern Greek prose. The power, immediacy and disarming sincerity of Theofilos's art smashed the confines of academicism and proved to be a key for defining and giving expression to the true face of Greece.

¹. See C. Paparrigopoulos, *History of the Greek Nation* [in Greek], vol. XII, Athens 1925, p. 130.

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 April 8-11 2013. This painting will be located in Athens during the auction.





15

15AR

Theofrastos Triantafyllidis (1881-1955)

Still life with fruits and tea pot
signed with initials (middle right)

oil on cardboard

26 x 35 cm.

£7,000 - 10,000

€8,100 - 12,000

16AR

Spyros Papaloukas (1892-1957)

a) Clay oven in a house in Aegina
signed in Greek (lower left)

oil on card

20 x 24 cm.

Painted in 1923.

b) View of Parnassus

signed in Greek (lower centre)

oil on card

24.5 x 20 cm.

Painted in 1927.

(2)

£15,000 - 20,000

€17,000 - 23,000

PROVENANCE:

Acquired directly from the artist's daughter, Mina Papaloukas, by the present owner.



16 (a)



16 (b)

17AR

Yiannis Spyropoulos (1912-1990)

Cafe in Andros

signed in Greek (lower right)

oil on hardboard

45 x 54 cm.

£15,000 - 20,000

€17,000 - 23,000

Painted in 1951.

LITERATURE:

Yiannis Papaioannou, *Yannis Spyropoulos*, Monography Yannis and Zoe Spyropoulos Foundation, Athens 2010, p. 120, image 140 (illustrated).

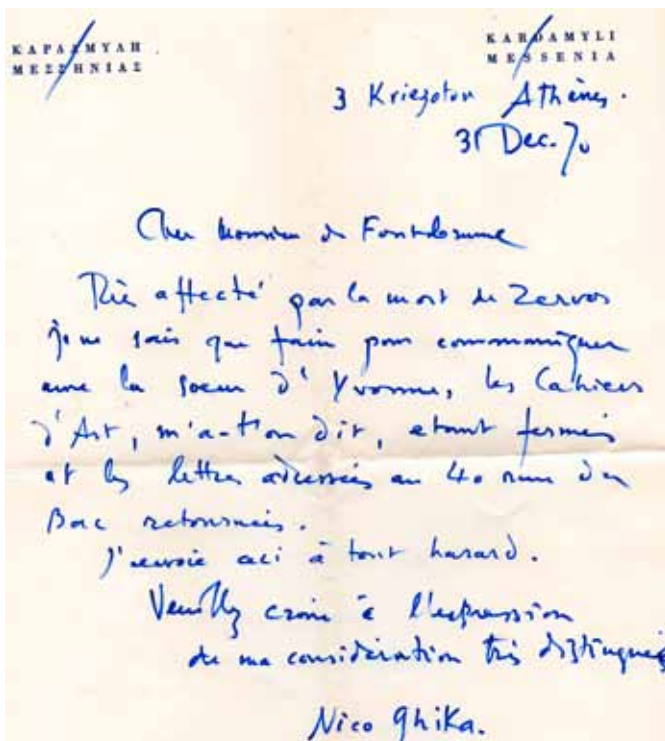


17





18



A letter from N. Ghika to Marc de Fontbrune

18AR

Nikos Hadjikyriakos-Ghika (1906-1994)

Garden

signed and dated 'Ghika 54' (lower right)

China ink on paper

28.5 x 37.5 cm.

£3,000 - 5,000

€3,500 - 5,800

PROVENANCE:

Estate of Marc de Fontbrune, director of the internationally well-known visual art publishers "Cahiers d'Art" under Christian Zervos in Paris, and thence by descent.

19AR

Nikos Hadjikyriakos-Ghika (1906-1994)

Houses in Oia, Santorini

signed and dated 'Ghika 1963'; titled in Greek (lower left); signed, dated

and inscribed: 'Ghika 1963 / Houses in Santorini (Oia)' (on the reverse)

watercolour on paper

37.2 x 50.2 cm.

£12,000 - 18,000

€14,000 - 21,000

LITERATURE:

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, Paintings*, Benaki Museum, Athens 2011, p. 299, no 344 (illustrated).





20

20
Theofilos Hadjimichail (1867-1934)
 Saint Demetrius
 titled (upper left), dated 1900 (on the reverse)
 oil on panel
 27 x 19.8 cm.
 £4,000 - 6,000
 €4,600 - 6,900

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 April 8-11 2013. This painting will be located in Athens during the auction.



21

22^{AR}
Vassilis Fotopoulos (1934-2006)
 Figure from the film 'Nikiforos Fokas'
 inscribed around the edges
 egg tempera and mixed media on panel
 72.5 x 61 cm.
 £5,000 - 7,000
 €5,800 - 8,100

21
Nicholaos Gysis (1842-1901)
 Studies for the work 'Industry'
 signed with initials 'N.G.' (lower middle) and again signed and inscribed
 'Draperiestudie zur Industrie Prof. Nikolaus Gysis / Muenchen' (on the reverse)
 pencil and white chalk on paper
 36.2 x 22.8 cm.
 £3,000 - 5,000
 €3,500 - 5,800

PROVENANCE:
 Christies Greek Sale of 15 December 1998, lot 26.
 Acquired from the above sale by the present owner.





Ν. Εγγονόπουλος
1911



23AR

Nikos Engonopoulos (1910-1985)

a) Geometric composition, 1961
signed in Greek and dated '61' (lower left)
oil on canvas
55 x 46 cm.

b) Geometric composition, 1961
signed in Greek and dated '61' (upper left)
oil on canvas
55 x 46 cm.

(2)

£80,000 - 120,000

€92,000 - 140,000

PROVENANCE:

Estate of the artist.
Private collection, Athens.

EXHIBITED:

for (a)
Athens, French Institute, November 1987, no 22a.
Athens, Skoufa Gallery, 1995, no 15.

LITERATURE:

for (a)
French Institute catalogue, 1987, no 22a.
Chartis, Issues 25-26, November 1988, p. 161.
Y. Kolokotronis, *Still Life in Modern Greek Art from the 19th Century to the Present*, Pierides Foundation, Thessaloniki 1992, p. 114 (illustrated).
Still Life in the Neohellenic Art during the 19th and 20th centuries, Thessaloniki 1992, p. 114 (illustrated).
Kathimerini newspaper, 25 May 1997, p. 17.
M. Stefanidis, *Ellinomooussion*, 2nd Volume, p. 102 (illustrated).
for (a) and (b)
K. Perpinioti Agazir, *Nikos Engonopoulos, Son Univers Pictural*, Benaki Museum, Athens 2007, p. 470, no 693 (for a), no 696 (for b).

"Treat nature by the cylinder, the sphere and the cone."

Paul Cezanne

Paying homage to the great Cézanne who exhorted painters to depict reality in terms of simple geometric shapes and volumes,¹ Engonopoulos ventures beneath the surface to find in the cube, the cylinder, the prism and the cone the underlying, basic structure of the world, the all-encompassing essential force that binds the universe. "I love Cézanne. I consider him the greatest painter and by studying his work I was led to the ancient and modern Greek art."²

These archetypal forms echo the ideal world of Plato who considered them pure beauty and fundamental elements for building the world. Elemental and three-dimensional, these forms also seem like stemming from a Bauhaus sculpture workshop in the 1920s, forming an imaginary cultural bridge that spans the millennia. As noted by Walter Gropius, the great German architect and founder of the Bauhaus School, these original geometric shapes are purely abstract entities that dash through time and all countries, ensuring validity in all human creations. Primary forms and colours (red, yellow and blue) were concepts that proved particularly influential at the Bauhaus. Paul Klee quickly adopted them, while for Wassily Kandinsky they were an indispensable part of his teaching.³

In these two magnificent works, Engonopoulos's pure and perfectly balanced geometric objects are invested with the same spiritual import they carried not only for the early 20th c. avant-garde but also for the age-old tradition that remained a constant source of inspiration throughout the painter's career, namely Byzantine art. "The Byzantine elements feature conspicuously in all my work."⁴ A Byzantine artist's perception of space is not that different than that of the surrealist Engonopoulos. The former ignored the purely rational organisation of space invented by the Renaissance, while the latter denied it. They both visualized the space; they didn't construct it based on mathematical equations like Raphael or Leonardo.⁵

Adhering to the reversed Byzantine perspective, according to which all parallel lines and parallelepiped structures instead of converging towards a distant vanishing point converge towards the viewer, Engonopoulos questions the principles of conventional linear perspective, echoing the multiple viewpoints of cubism (compare Pablo Picasso, *Reservoir at Horta* - Horta de Ebro, Museum of Modern Art, New York). Both his forms and colours allude to an architectural harmony, articulating a world which obeys its own self-sufficient laws. The enamel-like bright reds, blues, greens and oranges, which the artist handles with conscious daring, unique aptitude and undisputed love,⁶ have their own value, their own 'voice'⁷ much the same as in Byzantine art, which Engonopoulos always considered the art form Greeks most closely relate to.⁸

¹. See J. Gasquet, *Cézanne, a Memoir with Conversations*, Thames and Hudson, London 1991, pp. 163-164.

². Interview by A. Mystakidis [in Greek], *Phos tou Kairou*, 8.12.1954.

³. See Bauhaus Archiv, M. Droste, *Bauhaus 1919-1933*, Taschen, 1990.

⁴. Zygos journal, no. 31, September-October 1978, p. 13. See also N.

Zias, *Nikos Engonopoulos, The Byzantine* [in Greek], Athens 2001.

⁵. See A. Xydis, *Nikos Engonopoulos, a Greek Surrealist Painter* [in Greek], Tetradio journal, no. 3 (1945), pp. 39-48.

⁶. S. Boulakian, *The Work of Nikos Engonopoulos* in Greek Painters, 20th Century [in Greek], Melissa, Athens 1974, p. 262.

⁷. E. Engonopoulou, *Freedom and Discipline* in Nikos Engonopoulos, *The Painter and the Poet*, Kathimerini daily, Epta Imeres, 25.5.1997, p. 23.

⁸. Epitheorisi Technis journal, March 1963, pp. 193-197.



23 (a)



23 (b)

24

Michalis Economou (1888-1933)

Houses with boat
signed 'M. Economou' (lower left)

oil on flannel

61 x 50 cm.

£25,000 - 35,000

€29,000 - 40,000

Painted in 1927.

PROVENANCE:

Private collection, Athens.

EXHIBITED:

Athens, Parnassos, *Economou One Man Show*, 1927 (possibly).

LITERATURE:

Proia newspaper, 30.11.1927 (possibly).

Afroditi Kouria, *Economou*, Adam Editions, Athens 2001, no 77, p. 132 (illustrated).

Demonstrating Economou's capacity to distill a mood of tenderness and poetry from an ordinary subject, *Houses with boat* has a resonance that makes it one of the artist's finest and most satisfying works. Exquisite in colour and tone, faultless in design and execution and ethereal in its pure poetry and melodious lyricism, this vision of 'humble monumentality' shows him in full command of his artistic powers which flowered after his return to Greece from France in 1926.

Reviewing Economou's 1927 one-man show in the Parnassos exhibition hall in Athens, which according to art historian A. Kouria, who wrote the artist's monograph, most probably included the Bonhams picture, the prominent scholar Dionysios Kokkinos noted: "Economou's recent work is not only a splendid nature seen by an eye with a strong, perceptive lens, with the dominance of technique. It is the emotional response of a powerful temperament to external phenomena. It is the projection of images captured in colour and form by an inner disposition, an aesthetic moment. His latest works are true works of poetry, but so masterfully rendered that their significance as paintings prevail."¹

Suspended between real time and memory, this seaside landscape with two adobe dwellings delightfully rendered in curvilinear forms becomes an image of subjective truth -a screen on which the artist has projected the wonderland of his inner world. The eye is invited into the picture through the wonderful reflections on shallow still waters in the foreground, while a single note of red on the bargeman's vest echoed faintly in the skirt of the woman standing at the doorstep warms the composition, contributing to the harmony of the whole. Although the man-made structures, designed as monolithic cubes carved from solid volume, have a sculptural quality that articulates a sense of stability and permanence, the whole subject is transformed into a highly evocative image, generating an atmosphere more like a distant, vague recollection than an actual sense experience. This distilled mood is accentuated by an ambivalent sense of presence/absence in a poetic timescape where human presence, rendered in a lighter fashion than the architecture, is suggested rather than actually depicted.

The motif of the house reflected on water, a recurrent theme throughout Economou's oeuvre echoing distant memories and early experiences, creates a binary scheme finely balanced on the peaceful waterline. As noted by Professor A. Kotidis, "The element of reverse symmetry introduced by the reflection of the solid on the fluid, this coexistence of the man-made/solid with the natural/liquid provides the painter a bipolarity that allows him to express his psychological state. He tries to find a balance between security and uncertainty in his private life, the same way he seeks equilibrium in his pictorial world."²

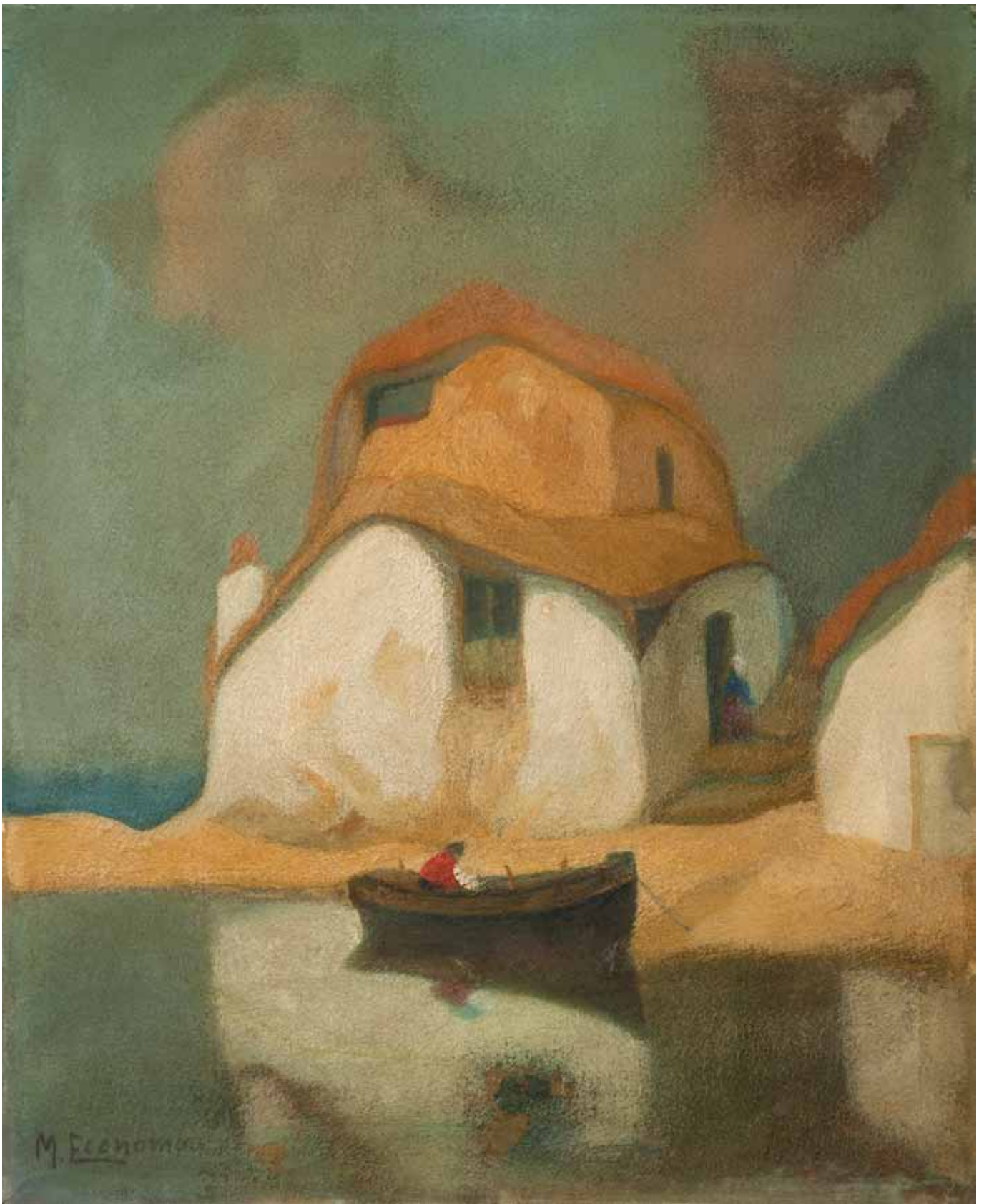
As noted by A. Kouria, art critics of the time urged art lovers to hasten and purchase Economou's works from this period, stressing that some of them actually belonged in the National Gallery.³ In light of the critical and popular acclaim his two one-man shows (1926 and 1927) met with, it's no wonder that the works of this early 20th c. Greek master whose signature style, as noted by Professor A. Kotidis, "is unique in European art,"⁴ adorned the collections of such major collectors as C. Loulis, G. Stringos and A. Benakis.

¹. D. Kokkinos, *Elliniki newspaper*, 4.12.1927.

². A. K(otidis) in *Dictionary of Greek Artists* [in Greek], vol. 3, Melissa publ., Athens 1999, pp. 350-351.

³. A. Kouria, *Michalis Economou* [in Greek], Adam, Athens 2001, p. 125. See also K. Papalexandrou, *Proia daily*, 30.11.1927.

⁴. K(otidis), p. 349.



25^{AR}

Nikos Hadjikyriakos-Ghika (1906-1994)

Landscape- Kamena Vourla III

signed and dated 'Ghika 78' (lower right);
signed, titled in greek and dated 'Ghika 1979'
(on the reverse)

oil on board

40 x 56.5 cm.

£40,000 - 60,000

€46,000 - 69,000

PROVENANCE:

The property of a Lady, London.

Sotheby's Greek Sale of 14 November 2007,
lot 51.

Acquired from the above sale by the present
owner.

LITERATURE:

Athens, To Trito Mati, *Nikos Hadjikyriakos-
Ghika*, March 1979.

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His
Painting Oeuvre*, Benaki Museum, Athens
2011, no. 32, p. 245 (illustrated).

Imbued with the breath of the earth, this luxuriant and pulsating landscape speaks about the artist's lifelong fascination with the magic of painting and the miracle of Greek light. As noted by K.C. Valkana who wrote her doctoral dissertation on Ghika, "in such paintings as Landscape in Kamena Vourla III the wild, dynamic and mostly inimical nature of his earlier works is replaced by a verdant and blooming one conveying the joyful atmosphere of spring or summer, like his renowned Cretan gardens from 1950."¹ As Ghika himself once said: "Venturing beyond geometric rules and harmonious designs you gain something else: more spontaneity and greater freedom."² Drawing from his personal impressions gathered while touring the countryside, the artist often with the aid of a camera captured nature as an inexhaustible source of natural wealth and beauty.³

¹. K.C. Valkana, Nikos Hadjikyriakos-Ghika, *His Painting Oeuvre*, Benaki Museum, Athens 2011, p. 245.

². A. Grimani, *Nikos Hadjikyriakos-Ghika, The Clock of Memories* [in Greek], interview by Ghika, *Ena* magazine, no.49, 5.10.1990, pp. 115-118.

³. The photo archive of the Nikos Hadjikyriakos-Ghika Gallery includes a large number of snapshots from the artist's outings in Kamena Vourla.







26



27



28

26AR

Vassilis Germenis (1896-1966)

Waiting for departure
signed in Greek (lower left)

oil on canvas

51 x 98.5 cm.

£5,000 - 7,000

€5,800 - 8,100

27AR

Vassilis Germenis (1896-1966)

Assos, Cefallonia
signed in Greek (lower right)

oil on canvas

60 x 80 cm.

£4,000 - 6,000

€4,600 - 6,900

28AR

Polykleitos Regos (1903-1984)

Travelling the Aegean Sea, Samothrace
signed and dated 'POL. REGOS / 1959'
(lower left)

mixed media on canvas

72 x 69 cm.

£4,000 - 6,000

€4,600 - 6,900

EXHIBITED:

New Jersey, Morristown, Macculloch, Hall
Museum, *Polykleitos Regos Paintings*, 11-25
September 1959, no 32.

Philadelphia, Commercial Museum, *Polyclitos
Regos*, 11-26 June 1960, no 23.

Athens, National Gallery and Alexander
Soutzos Museum, *Polykleitos Regos*, 1980,
no 95.



29 (a)



29 (b)

29AR
Georgios Bouzianis (1885-1959)

a) Still life / Stilleben
signed, inscribed and dated 'Bouzianis / Paris / 930' (lower left)
watercolour on paper
37 x 27 cm.

b) Gruppe
inscribed and signed 'Paris / Jo Bouzianis' (lower right), titled (lower left),
signed again on the passe par tout (lower right)
pencil on paper
24.5 x 19.5 cm.

(2)

£8,000 - 10,000

€9,200 - 12,000

PROVENANCE:

Private collection, Germany.

We are grateful to Gerhard Bouzianis for confirming the authenticity of these works.

30AR

Georgios Bouzianis (1885-1959)

Junges Maedchen

signed 'Jo Bouzianis' (lower right); titled and signed on remanent of old
backing attached to reverse
watercolour on paper
42.5 x 30 cm.

£10,000 - 12,000

€12,000 - 14,000

PROVENANCE:

Private collection, Germany.

We are grateful to Gerhard Bouzianis for confirming the authenticity of this work.



31^{AR}

Thanos Tsingos (1914-1965)

Still life on red background
signed and dated 'TSINGOS / 61' (upper left)

oil on canvas

90 x 130 cm.

£25,000 - 35,000

€29,000 - 40,000

PROVENANCE:

Acquired directly from the artist by the
present owner.

LITERATURE:

D.E. Evangelidis, *Greek Art*, A. Theodorou
editions, Athens 1980, no. 95, p. 169
(illustrated).

Bearing the seal of a restless personality that combined dynamism and sensitivity in a most extraordinary manner, this irresistibly beautiful still life is at once intense and lyrical, tempestuous and graceful. Set against a fiery red background -itself an enduring symbol of passion and creativity, Tsingos's improvised strokes, curls and dabs of paint compose a landscape of overwhelming joy and explosive verve. The viewer's eye travels along the sinewy lines of the flowers and the two chairs following the romantic gesture of the painter's hand, which reveals the liberation of confined energy.

A magician who transformed thick impasto into fireworks of stems and petals, Tsingos injected new life in the genre of flower painting, capturing the avant-garde longing for constant re-invention. Especially interesting is the depiction of an urban environment that shows through the window on the upper right corner, echoing the tradition of town representations on Byzantine mosaics or the landscapes that unfold behind the religious compositions in many Renaissance pictures.



31





32



33

32AR

Vassilis Germenis (1896-1966)

Encounter

signed in Greek (lower right)

oil on canvas

60 x 100 cm.

£5,000 - 7,000

€5,800 - 8,100

33

Polychronis Lembessis (1849-1913)

A courtyard

signed in Greek (lower left)

oil on canvas

35 x 45 cm.

£3,000 - 5,000

€3,500 - 5,800



34

34AR

Vassilis Germenis (1896-1966)

At the water point
signed in Greek (lower right)

oil on canvas

70 x 100 cm.

£5,000 - 7,000

€5,800 - 8,100

35AR

Epaminondas Thomopoulos (1878-1974)

Resting shepherd
signed in Greek (lower right)

oil on canvas

58 x 67 cm.

£3,000 - 5,000

€3,500 - 5,800



35

36AR

Spyros Vassiliou (1902/3-1984)

View of Hymettus from the terrace
signed in Greek and dated '75' (lower right)

oil, silver and gold leaf on canvas

89 x 130 cm.

£20,000 - 30,000

€23,000 - 35,000

PROVENANCE:

Sotheby's Greek Sale, 16 November 2004, lot 44.

Acquired from the above sale by the present
owner.







37

37AR

Alecos Fassianos (born 1935)

Le cycliste fumeur

signed and dated 'A. Fassianos 66' (lower right); signed and titled again (on the reverse)

oil on canvas

126.5 x 97 cm.

£20,000 - 25,000

€23,000 - 29,000

PROVENANCE:

P. Facchetti collection, Paris.

Private collection, Athens.

EXHIBITED:

Chenonceaux, France, Château de

Chenonceaux, *Fassianos Retrospective*, June 1985.

LITERATURE:

J.M. Drot, *La Volupté Mythologique*, Galerie Beaubourg, Paris / Marval, Paris / Ileana Tounta, Athens / Bernard Voisin, Chenonceau, 1985, p. XLVI (illustrated).

P. Cabanne, D.T. Analis, *Fassianos*, Éditions de la Différence, Paris 2003, pp. 52, 297 (illustrated).

Eikastika magazine, no. 43-45, Summer 1985, p. 29 (illustrated).



Avec Blaise Gautier, son fils, son épouse et P. Landry, Chenonceaux, 1985.

Taken from, P. Cabanne and D. T. Analis, *Fassianos - Mains Et Merveilles*, Éditions de la Différence, Paris. 2003, p. 297



38

38^{AR}

Alecos Fassianos (born 1935)

In love

signed in Greek (upper right)

oil and mixed media on canvas

64.5 x 52 cm.

£10,000 - 15,000

€12,000 - 17,000





39AR

Nikos Hadjikyriakos-Ghika (1906-1994)

Composed houses, Hydra, 1939

signed and dated 'GHika 39' (lower right)

egg tempera on canvas laid on panel

40 x 60 cm.

£60,000 - 80,000

€69,000 - 92,000

Painted in 1939 and over painted by the artist himself in 1945-46.

PROVENANCE:

E. Voila-Laskari collection, Athens.

V. Niskos collection, Crete.

Private collection, Athens.

EXHIBITED:

Athens, British Council, November 1946, no. 27 (illustrated in the exhibition catalogue).

Athens, Greek-American Union, April 4, 1973.

Athens, National Gallery, Ghika, May 1973, no. 24.

Athens, To Trito Mati gallery, March 1979.

Athens, National Gallery - Alexandros Soutzos Museum, *Metamorphoses of the Modern, The Greek Experience*, May 14 - September 13 1992, no. 121 (illustrated in the exhibition catalogue p. 92).

LITERATURE:

Kathimerini newspaper, 17.11.1946, p. 1 (referred).

To Vima newspaper, 28.11.1946 (referred).

Nea Estia journal, vol. 41, no. 468, 1.1.1947, p. 48 (referred).

Angloelliniki Epitheorisi journal, no. 11, January 1947, p. 353 (illustrated).

Athene magazine, Chicago, summer 1947, vol. 8, no. 2, pp. 5-6 (referred), p. 5 (illustrated).

Philologiki Protochronia, Athens 1951, pp. 115-116 (discussed).

The Art of N. Hadjikyriakos-Ghika, Athens 1973, pp. 34, 71 (referred).

The Greek Painters, vol. 2, 20th Century, Melissa editions, Athens 1975, p. 338 (discussed), p. 339 (illustrated).

N. Petsalis-Diomidis, *Hadjikyriakos-Ghika, Catalogue raisonné of his Paintings*, Athens 1979, no. 204, p. 224 (illustrated).

Dimokratikos Logos newspaper, 14.5.1995, p. 23 (referred).

Ellinomouseion, Six Centuries of Greek Painting, vol. II, Athens 2001, p. 89 (illustrated).

J.P. de Rycke, N.P. Paissios, *Ghika and the Avant-Garde in Interwar Europe*, Benaki Museum - N.H. Ghika Gallery, Efesos editions, Athens 2004, no. 169, p. 173 (illustrated).

Nikos Hadjikyriakos-Ghika, Ta Nea editions, Athens 2006, pp. 30-31, 139 (illustrated).

D. Iliopoulou-Rogan, *N. Hadjikyriakos-Ghika, The Apollonian - The Dionysian 1906-1994*, exhibition catalogue, Benaki Museum, Athens 2006, no. 65, p. 50 (illustrated).

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, no. 36, p. 108 (illustrated).

Matching the quality of some of Picasso's best works from the 1930s, this tightly designed and visually dynamic image echoes the fragmented planes and spatial distortions cultivated by cubism, while alluding to an enduring convention of Greek art through the ages. According to the painter himself, "the character of the Greek schema, whether in antiquity, the Byzantine era or folk art, is by and large geometric."¹

Painted in 1939 and reworked by the artist in 1945-1946, this enchantingly beautiful picture of warm ochres and pastel tints is the advanced formulation of a labyrinthine architectural complex transformed into a rhythmically orchestrated nexus of slanted lines, angular shapes and interwoven geometric planes. As noted by M. Achimastou-Potamianou, "in *Composed houses* from 1939, the volumes of the houses dissolve, the superfluous details fade out and the whole townscape is brought to life with an intensely poetic disposition and distinct nobility in a classicist composition."²

"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 of fragments of rocks, walls, steps, stone fences, patches of sky and sea. Immovable cube-like structures like macaroons with rose sugar."³

In one of the most insightful and thought-provoking essays ever written on Ghika, poet Kimon Friar elaborated on the idea of the artist as composer: "The works of Ghika are composed: that is, they contain the elements of both composition and composure. Objectively, they are precisely arranged in a composition of deliberate proportions. Subjectively, whatever emotional or intellectual force they radiate is rigidly controlled into a composure. We have here, then, a marriage of power and restraint, that vibrant synthesis which has always characterised the Greek genius, whether in the past or the present, best symbolized by the Parthenon itself. In all Ghika's paintings, abstracted or not, the lines and special proportions take on the tonalities and movements, the range of warm and cold tones, the rhythm and, what is more, the timing which is equivalent to the arrangement and orchestration of musical composition. The relation of one space to another, the treatment of each surface unit, the choice and arrangement of colours continuously play upon the eye as sound plays upon the ear. In effect, we find ourselves involved in a complex yet essentially strong rhythm, as though we were listening to a composition by Bach. His paintings are all witnesses of that triple counter-pointing of the verb "compose": they are a designer's compositions in line, colour and space; they are the work of a musical composer; and their final resolution is a composure which the classical artist imposes on the recalcitrant materials of life to create a cosmos for which we all long and dream but which only the artist may invoke."⁴

¹ N. Hadjikyriakos-Ghika, *On Greek Art* [in Greek], Neon Kratos journal, no. 5, January 1938.

² M. Achimastou-Potamianou, *Ghika's Art* [in Greek] in *The Greek Painters*, vol. 2, 20th Century, Melissa editions, Athens 1975, p. 338.

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

⁴ K. Friar, *Ghika as Composer*, Greek Heritage quarterly, vol. II, no. 5, 1965, pp. 72-74.



39



40

40^{AR}
Nikos Nikolaou (1909-1986)
 Nude
 signed in Greek and dated '63' (lower right)
 oil on canvas
 63.5 x 95 cm.
 £6,000 - 8,000
 €6,900 - 9,200

41^{AR}
Georgios Bouzianis (1885-1959)
 Two figures
 signed (lower left)
 watercolour on paper
 71 x 44 cm.
 £10,000 - 15,000
 €12,000 - 17,000

PROVENANCE:
 Private collection, Athens.





ὁ βασιλεὺς Βασίλειος ὁ πρῶτος ἐκ τῆς γενναιοῦς
ἐξουσίας καὶ τῆς ἐξουσίας τῆς τοῦ τῆς τοῦ
ἐξουσίας

ὅτι
ἐξουσίας



Theofilos Hadjimichail (1867-1934)

Emperor Constantine XI Palaiologos at the walls of Constantinople, May 29, 1453

signed in Greek, dated 1929 and inscribed on the upper part
natural pigments on card laid on canvas
67 x 97 cm.

£80,000 - 120,000

€92,000 - 140,000

PROVENANCE:

Private collection, Athens.

A national treasure and a rare artistic gem by the 'wandering magician of Greek history'¹, this fascinating canvas of pulsating energy, brilliant colour and keen sense of heroic stature, portrays one of the most beloved figures of the Greek tradition, Constantine XI (1448-1453), the last emperor of the Palaiologos dynasty², who died a heroic death in defence of Constantinople on May 29 1453, shedding a last ray of beauty on the closing scene of Byzantine history.

The king on horseback dominates the centre of the composition clad in the attire of a Roman emperor, including a short blue tunic, gold breastplate and helmet and crimson red cloak, recalling the artist's representations of Alexander the Great. As noted by Y. Tsarouchis, "this outfit known from the folk woodcuts of Erotocritos and the Roman soldiers in 19th c. post-Byzantine icons, is identical to Italian opera costumes, as designed by famed set designers such as Torelli and long before them by such greats as Botticelli and Raphael, when they painted military saints or archangels."³ The correlation between Alexander and Constantine shows how Theofilos, with his instinctive knowledge and keen sense of historical past, could easily migrate from one era to another, capturing bygone glory and heroism as a form of eternity constantly reborn in the present.

History is filtered through the artist's rich imagination and transformed into the enthusiasm sparked in him by the emperor's valour and heroic achievement.

Gallantry is indicated through the repetition of pictorial and iconographic conventions, an approach to painting rooted in Byzantine and folk tradition and reminiscent of the Karaghiozi shadow-puppets or descriptions found in demotic songs. The linear arrangement of the warriors, the symmetry and rhythm of the composition and the impression of an immutable reality, take one even further back to Archaic Greek vase painting and the narrative arrangement of that precursor of folk poetry, the Homeric epics -where all parts are generally set side by side in a paratactical presentation, a style in which sentences, ideas, episodes or figures are placed one after the other like beads on a string. All phenomena are thrust forward to the narrative surface where they receive even illumination in a flat, continuous present.⁴

The scene's main protagonist, Constantine XI is depicted right at the centre, where the viewer's eye is usually drawn, as is the case with Byzantine painting, which lacking a vanishing point, it allows the eye to freely wander and naturally focus on the middle of the painting.⁵ With his gaze fixed on the invading Turk, the battle-ready emperor holds his sword raised and his spear in readiness, while his white steed is about to rush the enemy. The vehemence with which both the emperor and his horse prepare to attack is expressed by the dynamic design, especially by the fluttering cloak and the vividness of colour.⁶

Not obscured by intervening enemies or friendlies, Constantine is portrayed full length and well in view, presented in such a manner as to show his figure to the best advantage. Much like a Byzantine icon painter, Theofilos is not interested in depicting a faithful image; rather, he is aiming at an interpretation of the historic event adjusted to a preconceived scale of values.⁷ The wealth of detail, as in the entourage of clergymen on the lower right exorcising evil through prayers and hymns, is a vehicle of initiation into the artist's vision; a means of rendering more tangible to the spectators' imagination the world of gallantry and legend they are invited to contemplate.

The composition describes the scene in which Constantine, having already ward off four sallies following hand to hand engagements and hoping to finally prevail against a persistent Muhammad II, suddenly saw the turbaned enemy -the Saracens as Theofilos used to call them- breaching the walls and surrounding him and his helmeted royal guard. In a desperate last effort, he spurred his horse and rushed into the densest concentration of invaders, fighting to the end as a common soldier.⁸ At the top of the painting, under the title, Theofilos included a scholarly poem belonging to the literary tradition of the 19th century,⁹ denoting a unification of iconographic and linguistic symbols in a uniform and living Greek myth.

¹ See T. Eleftheriadis, *Theofilos, Chieftain and Guardian of Greek Painting in The Painter Theofilos in Mytilene* [in Greek], exhibition catalogue, Mytilini 1962.

² Constantinos Palaiologos was Theofilos' sole subject in Byzantine history.

³ Y. Tsarouchis, *The Painter Theofilos* preface to *Theofilos*, Commercial Bank of Greece, Athens 1967, p. 18.

⁴ See H. Kambouridis - G. Levounis, *Modern Greek Art-The 20th Century*, Athens 1999, p. 43.

⁵ See P.A. Michelis, *Aesthetic Approach to Byzantine Art* [in Greek], Panayotis and Efi Michelis Foundation, Athens 1990, p. 203.

⁶ See E. Diamantopoulou, *Theofilos in Mt. Pelion* [in Greek], Alexandria editions, Athens 207, p. 75.

⁷ See A. Grabar, *Byzantine Painting*, Skira, Geneva 1979, pp. 36-37.

⁸ See C. Paparrigopoulos, *History of the Greek Nation* [in Greek], vol. XI, Athens 1925, p. 387.

⁹ See G. Petris, *The Painter Theofilos* [in Greek], Exandas, Athens 1978, p. 78.

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 April 8-11 2013. This painting will be located in Athens during the auction.



43AR

Georgios Bouzianis (1885-1959)

Lady S.

signed Jo Buzianis (upper right); signed also (on the stretcher)

oil on canvas

86 x 67 cm.

£50,000 - 70,000

€58,000 - 81,000

Bearing a handwritten label with the title on the reverse.

PROVENANCE:

Private collection, Athens.

EXHIBITED:

Venice, XXV *Biennale Internazionale d'Arte di Venezia*, 1950 (illustrated in the exhibition catalogue, p. 331, no 5).

One of the ten oils selected by the artist to showcase his unique artistic vision in the 1950 Venice Biennale, this quintessential Bouzianis achieves an expressive mastery of style and form comparable to the best postwar abstract painting, recalling -or even foreshadowing- de Kooning's famous paintings of female torsos. Impetuous brushwork, free sweeping gestures, sensuous colour, forceful treatment of form and pulsating spread of paint conspire to create a powerful image, which is both a reflection of the sitter's inner life and the artist's intense response to the subject. The facial characteristics are intentionally distorted and the body contorted, while the surrounding space acquires a material quality craving to devour the human figure.

Dominating the maelstrom of paint from which she emerged, *Lady S* is full of strong feeling, disciplined by artistic intelligence and subordinated to aesthetic demands. "The intensity in Bouzianis's work does not derive from the expressiveness of faces and bodies, a fact that differentiates him from the mainstream of German Expressionism. His figures are emotionless, showing no expressive facial contortions. The expressive thrust of his paintings relies exclusively on pictorial means."¹ Moreover, by filling the picture plane with her corporeal presence and statuesque calm, Bouzianis's woman generates a tension between bodily volume and pictorial space. This tension is akin to Picasso's 'classic phase', during which the artist's predilection for plastic volumes in the treatment of human form was revived by his exposure to Greco-Roman sculpture. As noted by Y. Tsarouchis, "there is something classical in the works of Bouzianis, because for a Greek the classical is a natural state of mind."² Moreover, the frontality of the portrait, set against a barren background, is akin to the perception governing Byzantine icon painting, endowing it with symbolic dimension and spiritual content as if it were the image of a modern saint.

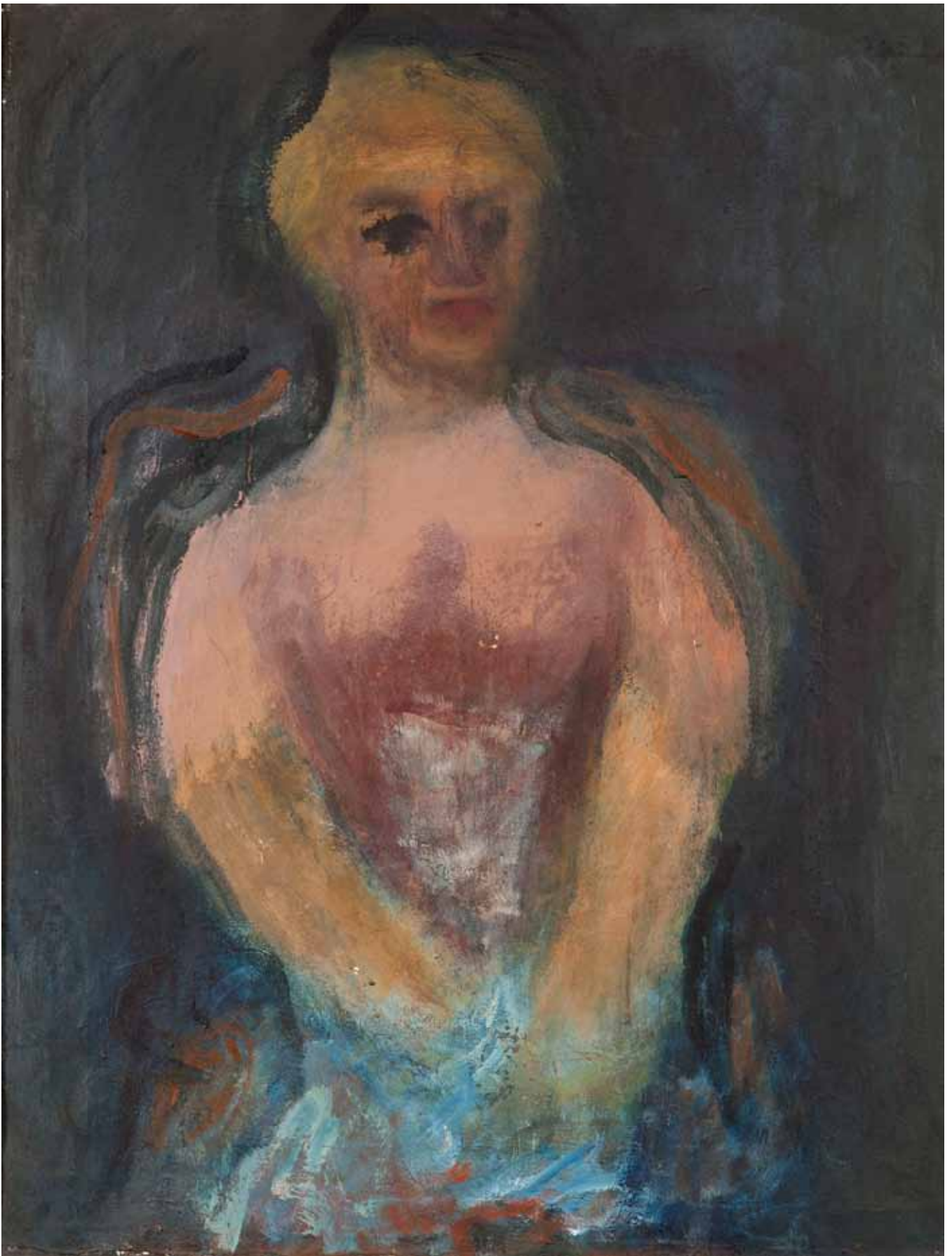
A master of psychological interpretation, a true visionary and a great painter of the female figure, Bouzianis is without a doubt an artist of international calibre. "It is widely acknowledged by those who search for some deeper meaning in art that Bouzianis's work -with the questions it raises, the roads it opens and the influence it is capable of exerting- always remains in the vanguard of great European art."³ As noted by Y. Tsarouchis, "Bouzianis's key contribution is that he focuses on what he has to say rather than on what may impress the average layman."⁴

¹. C. Botsoglou, *Reflections on the Work of G. Bouzianis - A Confession* [in Greek], *Anti journal*, no.302, 25.10.1985.

². Y. Tsarouchis, preface to *Bouzianis-Watercolours* [in Greek], *Agra-The Friends of Bouzianis*, Athens 1982, p. 12.

³. G. Mourellos, *The Metamorphoses in the Painting of Bouzianis*, *Zygos Annual Edition of the Hellenic Fine Arts*, vol.2, Athens 1983, p. 21.

⁴. Y. Tsarouchis, *Greek Painters* [in Greek], *Kastaniotis*, Athens 2003, p. 109.





44^{AR}

Yiannis Tsarouchis (1910-1989)

Eros

signed in Greek and dated '49' (lower right); titled in Greek (upper right)
charcoal on paper laid down on canvas (framed in plexiglass)

192 x 71.5 cm.

£28,000 - 38,000

€32,000 - 44,000

45^{AR}

Yiannis Moralis (1916-2009)

Fragments of stage sets from 'Six Popular Pictures' for the Greek
Chorodrama, 1951

a) Horse pulling a carriage

acrylic on canvas

159 x 194 cm.

b) Door and drapery (two pieces)

oil on canvas and painted panel

250 x 210 cm.

c) Three doors (red, green, brown)

acrylic on canvas

203 x 98 cm., 202 x 98 cm., 173 x 88.5 cm.

(6)

£10,000 - 12,000

€12,000 - 14,000

Executed in 1951.

This lot includes two original costumes as well.

A great moment in the history of Modern Greek theatre that combined the creative powers of such towering figures of 20th century Greek culture as composer Manos Hadjidakis (music), dancer and dance troupe leader Rallou Manou (choreography) and painter Yannis Moralis (stage set and costume design), this extraordinary ballet was based on six popular songs by the great Vassilis Tsitsanis. The main character is a young man in quest of ideal beauty, who the closer he comes to approaching it the more he realises that it is nothing more than a fleeting dream. The ballet was produced and staged by the legendary non-profit arts organization 'Greek Chorodrama', the performances of which during the 1950s, as noted by Nobel laureate Odysseus Elytis, "caused a real sensation and undoubtedly marked a milestone in the annals of Greek artistic life."¹

¹ O. Elytis, *Greek Chorodrama* in *Greek Chorodrama 1950-1960*, Athens 1961, p. 196.



45 (Only one of the 6 works in this lot is illustrated)



A picture of one of the artist's stage sets during the play 'Six Popular Pictures'



Maquette painted by the artist

46 ★ AR

Alexis Akritchakis (1939-1994)

Untitled, 1973

signed and dated 'Akritchakis / Sep. 73' (on the reverse)

painted wood construction

87 x 110 cm.

£20,000 - 30,000

€23,000 - 35,000

PROVENANCE:

Alexander Iolas Gallery, Paris.

Private collection, Massachusetts.





47AR

Alecos Fassianos (born 1935)

Return from Troy / Mythical horse riding
signed in Greek (upper left) and (lower right)

acrylic on canvas

98.5 x 160 cm.

£70,000 - 90,000

€81,000 - 100,000

PROVENANCE:

Private collection, Athens.

EXHIBITED:

Paris, Galerie Beaubourg, 1986

Thessaloniki, Macedonian Museum of Contemporary Art, *A. Fassianos 1953-1993 Paintings*, September 1993, no. 140 (illustrated in the exhibition catalogue, p. 190).

Athens, National Gallery and Alexander Soutzos Museum, *Fassianos, Mythologies of Everyday Life*, 24/11/2004 - 28/2/2005 (illustrated in the exhibition catalogue, no 189).

This modern-day mythical vision, which unfolds in a rolling landscape, seems as crystallized as a sculptural relief on the frieze of an ancient Greek temple. Full of life and virile energy, three sturdy horsemen and two robust steeds are remoulded by the artist into archetypal forms echoing the timeless symbolism of Greek art. "As in ancient pottery, Fassianos's modern figures are captured in an eternal contre-jour which renders them both precise and timeless. These figures inhabit a totally luminous and airy land, an Aeolian land. The wind which tosses the hair of Fassianos's figures is the same wind which pervades Homer's epics and fills Odysseus's sails on his way to meet the Sirens."¹

As noted by Jean-Marie Drot, former director of the French Academy in Rome, Fassianos transforms familiar everyday figures into divinities, retracing, in reverse, the ancient tradition that allowed the great Olympian gods to assume the guise of mortals and mingle with them, talk to them and even seduce them without scaring them."² Behind these mythical figures lies Fassianos's modern-day neighbourhood, this nostalgic and vanishing 'yard of miracles' with its red-tile rooftops and "low courtyard walls that provide a sense of identity."³ "We are the same with the ancients" says the artist "because we see the same hills, the same light that has always been there. This is Greekness."⁴

¹ J. Lacarriere, *A Shadow Play* in Fassianos - *Mythologies of Everyday Life*, exhibition catalogue, National Gallery - A. Soutzos Museum, Athens 2004, p. 24.

² J.M. Drot, *La Volupté Mythologique*, Galerie Beaubourg, Paris / Marval, Paris / Ileana Tounta, Athens / Bernard Voisin, Chenonceau, 1985, p. 43.

³ A. Fassianos, *The Low Wall*, in *Today, and Tomorrow and Yesterday* [in Greek], Kastaniotis publ., 1990, p. 86.

⁴ As quoted in B. Kalamaras, *Bicycling Forever* [in Greek], Eleftherotypia daily, 21.04.2004.



47





48^{AR}

Panayiotis Tetsis (born 1925)

View of Sifnos

signed in Greek (lower left)

oil on hardboard

80 x 36.5 cm.

£6,000 - 8,000

€6,900 - 9,200

PROVENANCE:

Acquired directly from the artist by the present owner.



49

49AR

Spyros Vassiliou (1902/3-1984)

View of Hymettus

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

mixed media on cardboard

50 x 70 cm.

£8,000 - 12,000

€9,200 - 14,000

PROVENANCE:

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



50



51

50AR
Haralambos Potamianos (1909-1958)
 The card players
 signed and dated 'H. Potamianos 1953' (lower right)
 oil on canvas
 60 x 73 cm.
 £4,000 - 6,000
 €4,600 - 6,900

51AR
Dimitrios Giannoukakis (1900-1991)
 Carnival
 signed in Greek (lower right)
 oil on hardboard
 50.5 x 70 cm.
 £4,000 - 6,000
 €4,600 - 6,900

PROVENANCE:
 The Estate of the artist.
 Private collection, Athens.

52
Georgios Corizis (died 1883)
 The happy family
 signed and dated 'G. Corizis / 1878' (lower right)
 oil on canvas
 139 x 100 cm.
 £15,000 - 20,000
 €17,000 - 23,000



53^{AR}

Yiannis Tsarouchis (1910-1989)

Autumn

signed in Greek and dated '76' (lower right)

oil on canvas

116.5 x 81.5 cm.

£150,000 - 200,000

€170,000 - 230,000

Painted in 1976.

PROVENANCE:

Private collection, Athens.

LITERATURE:

Tsarouchis, Zygos editions, Athens 1978, p. 111 (illustrated).

Sixteen Cards with Works by Tsarouchis, Zygos editions, Athens 1980 (illustrated).

E. Florou, *Tsarouchis - Painting*, (doctoral dissertation) vol. 1, Athens 1989, no. 932, p. 270 (referred).

E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, no. 1111, p. 288 (referred).

Yannis Tsarouchis (1910-1989) Painting, Yannis Tsarouchis Foundation, Athens 1990, no. 485 (illustrated).

One of the most enduring signifiers of twentieth century Greece, Tsarouchis's personified Autumn enjoys Olympian-level status in the modern Greek pantheon. Silently immobile in his shallow space like a precious butterfly pressed under glass or a treasured relief crystallized on the pediment of an archaic Greek temple, the artist's signature male subject celebrates the purely pictorial realisation of a symbol's everlasting value. Truthfulness of vision, honesty of representation and genuineness of character build up a solid edifice of pure form, an ideal world liberated from the fleeting moment. Painted in earthy colours highlighted by solid outlines and set against a dark background reminiscent of many works by Giovanni Bellini (compare *Pieta* with *Four Angels*, 1470-1475, Pinacoteca Comunale, Rimini), the young sitter conveys a striking immediacy and resilient allure, echoing Fayum portraits, Byzantine icons or Renaissance portraits. As noted by D. Kapetanakis, "Tsarouchis managed, with the wisdom of his art, to elevate a model posing in his studio into a symbol of the Modern Greek spirit."¹

Around 1970, Tsarouchis replaced his subjects of working class Greek males, sailors and soldiers with mostly young Europeans, mainly long-haired French youths like Dominique, who posed for the Bonhams picture, who nonetheless shared similar social and cultural backgrounds with the Greeks he painted until then. "I chose as a model Dominique, a working class youngster from Chartres, who showed skills in painting, poetry and music, since at the time I was interested in the new type of teenager with long hair and distinctive clothing usually bought from second-hand stores, and who exemplified all the traits of a traditional Frenchman with a thin coating of revolutionary spirit. He wasn't much different from the Greek fellows I used to paint, who had a traditional upbringing lightly tinted with traces of western culture."²

In *Autumn*, as in many of the artist's allegorical compositions of the time, the figure is set behind a group of still life objects that allude to the sitter's symbolic identity, much the same way as in ancient Greek and Renaissance works, comprising, in Tsarouchis's own words, a modern-day Greek mythology.³ The luscious grapes on the extreme foreground -an homage to Caravaggio's and Zurbaran's fruit baskets- are effectively balanced by the sensual curves of the peaches on the right, demonstrating Tsarouchis's intimate familiarity with the European artistic tradition.

This allegorical portrait is rendered in great detail and with an air of idealization, with the artist employing well established art historical conventions to elevate the male model to a mythical level. Tsarouchis himself once said he felt great joy that the mythical figures painted by Giorgone, Dürer, Carpaccio and other old masters, kept in museums, came alive and walked the streets where one can see them bathed in sunlight. "I went out and saw young people with long hair, the hippies, and realized that we live in a new Renaissance."⁴ Once again, Tsarouchis bridges disparate historical eras in an effort to glorify the past by means of the present and vice versa.⁵ "Tsarouchis draws on allegory -a rhetorical mode used as a cryptic form of artistic expression in Italian Renaissance and Baroque paintings- not simply so as to give an aesthetic dimension to an abstract concept through a specific form, but rather to make the most of its narrative and image-making abilities. As a typical rhetorical scheme of old master paintings, it invests his work with an aura of classicism."⁶

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 Arc."⁷

¹ D. Kapetanakis, *Yiannis Tsarouchis, Return to Roots*, Nea Grammata magazine, 1937 as reprinted in *Tsarouchis* [in Greek], Zygos, Athens 1978, pp. 7-8.

² Y. Tsarouchis, *The Four Seasons* [in Greek] in *Stone Rejected by the Builders*, Kastaniotis, Athens 1989, p. 151.

³ See Y. Tsarouchis, *Torniamo all'Antico, e Sarà un Progresso*, exhibition catalogue, Il Gabbiano gallery, Rome 1974.

⁴ As quoted in M. Karavia, *The Thinker of Maroussi*, Kastaniotis, Athens 1989, p. 45.

⁵ See E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora - A.A. Livanis, Athens 1989, pp. 174-175.

⁶ A. Kafetsi, *Yannis Tsarouchis - Between East and West*, exhibition catalogue, Greek Ministry of Culture, Athens 2000, pp. 21-22.

⁷ 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.



54AR

Nikos Hadjikyriakos-Ghika (1906-1994)

Ruined church

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

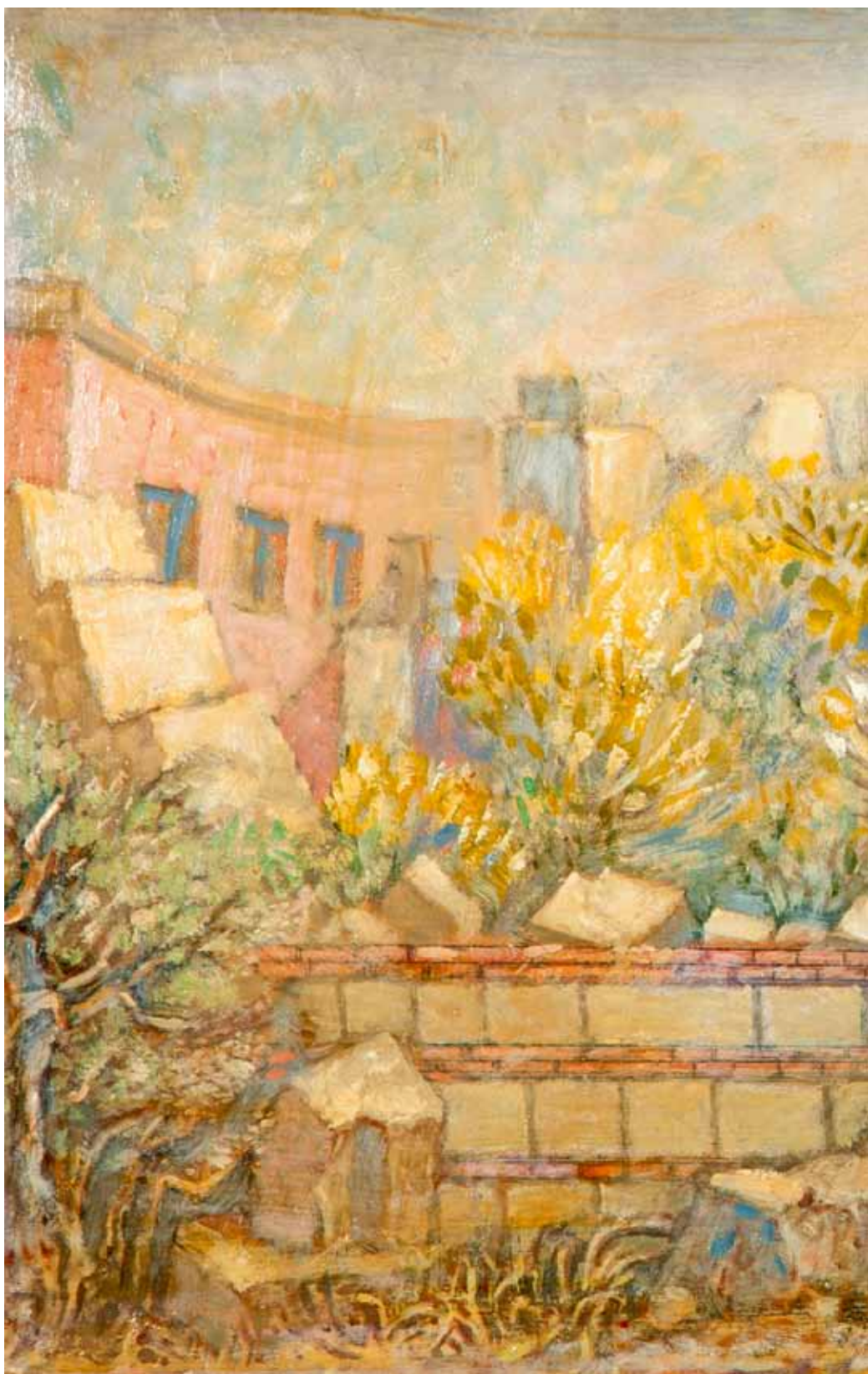
signed, dated and titled 'Ghika 81 / RUINED
CHURCH' (on the reverse)

mixed media on paper laid on canvas

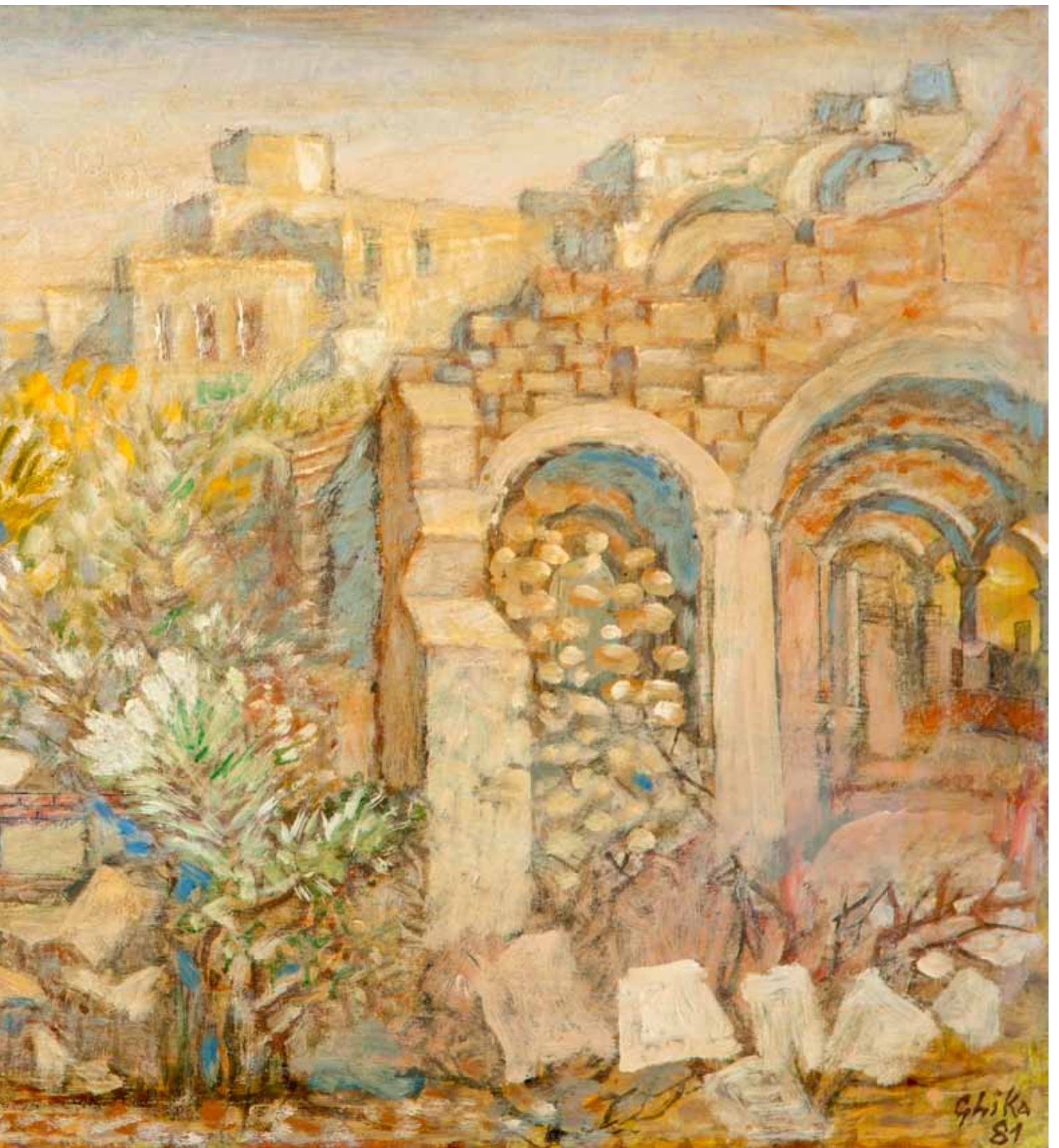
36 x 56 cm.

£40,000 - 60,000

€46,000 - 69,000



54





55

55^{AR}

Yannis Gaītīs (1923-1984)

Foliage

signed 'Gaītīs' (lower left)

oil on canvas

65 x 100 cm.

£12,000 - 18,000

€14,000 - 21,000

Painted in 1958.

PROVENANCE:

Gilbert Feruch, Paris.

LITERATURE:

Catalogue Raisonné de l'oeuvre de Yannīs Gaītīs, Angers 2003, no 423,
p. 153 (illustrated).



56

56^{AR}
 Thanos Tsingos (1914-1965)
 Bateaux
 signed and titled (on the reverse)
 oil on canvas
 60 x 81.5 cm.
 £10,000 - 15,000
 €12,000 - 17,000

57AR

Pavlos (Dionyssopoulos) (born 1930)

La terre est ronde le ciel aussi

signed, dated and inscribed 'PAVLOS/ 130 x 161 x 6 B/14 / 1965' (on the reverse)

paper construction in plexiglass box

164 x 132 x 7 cm.

£20,000 - 30,000

€23,000 - 35,000

PROVENANCE:

Galerie Guy Pieters, Belgium.

Private collection, Athens.

EXHIBITED:

Venice, Galleria e Torchio L'Elefante, *Pavlos*, June 1966.

Cannes, *Pavlos, papiers en fête*, 1962-2003. July-October 2004.

LITERATURE:

Frédéric Ballester, *Pavlos- Papiers en fête 1962-2003*, Cannes 2004, p. 19 (illustrated).

Pavlos, Linda et Guy Pieters Editions, 2008, p. 113 (illustrated).



A copy of the invite of the artist's exhibition in Venice in 1966







58AR

Alecos Fassianos (born 1935)

Desire

a) recto

signed in Greek and dated 1994 (middle left)

acrylic on panel

b) verso

signed in Greek and dated 1994 (lower left)

acrylic on panel

160 x 200 cm.

£80,000 - 100,000

€92,000 - 120,000

PROVENANCE:

Private collection, Athens.

EXHIBITED:

Athens, National Gallery and Alexander Soutzos Museum, Fassianos, *Mythologies of Everyday Life*, 24/11/2004-28/2/2005 (illustrated in the exhibition catalogue, no 167).

Just like Picasso in Antibes, Bonnard at Le Cannet or Dufy in Nice, Fassianos makes us imagine a carefree life bathed in the warm Mediterranean light,¹ a world of childhood innocence and leisurely pleasure that captures the eternity of the moment. Here, two robust images displaying his signature schematisation of form and set against a dazzling background seem to relate a domestic story or a sweet dream the artist dearly kept in his memory.² A simple scarf, some humble straws, a vase with flowers on a traditional Greek coffee-shop table, suffice to convey a sense of optimism and identity. As noted by art historian E. Agathonikou who curated the artist's major retrospective at the Athens National Gallery in 2004, "there is continuity and cohesion in Alecos Fassianos's oeuvre from his early output till today. His small coffee-shop table admired at the Young Artists Salon in 1958 still survives in his recent compositions. His forms may have changed over the years -so has life itself- but his artistic vision remained the same: the myth of Greece which he carries within himself."³

On the reverse of this charming four-panel screen, a flock of graceful birds radiates a sense of joie de vivre, conveying the viewer into a peaceful and celestial world that gently comforts the soul. As noted by Athens National Gallery Director M. Lambraki-Plaka, "Fassianos's world is a celestial world, a constant call to run away to a place of delights and pleasures, an escape to a timeless realm of eternal Sundays."⁴

¹. See K. Tanikawa, *A Grecian Smile* in *Fassianos Drawings*, Adam, Athens 1994, p. 24.

². See H. Kambouridis, preface in the *Fassianos* exhibition catalogue [in Greek], Larissa Contemporary Art Centre, Larissa 1997, pp. 6-7.

³. E. Agathonikou, *Alecos Fassianos* in *Fassianos - Mythologies of Everyday Life*, exhibition catalogue, National Gallery - Alexandros Soutzos Museum, Athens 2004, p. 40.

⁴. M. Lambraki-Plaka, *The Art of Alekos Fassianos - A Popular Paganism* in *Fassianos - Mythologies of Everyday Life*, p. 13.



58 (recto)



58 (verso)

59^{AR}

Yiannis Spyropoulos (1912-1990)

Stassimo L

signed in Greek (lower right); signed, titled and dated 'JANNIS SPYROPOULOS 'STASSIMO L' 1963' (on the stretcher)

oil and mixed media on canvas

116 x 90 cm.

£40,000 - 60,000

€46,000 - 69,000

PROVENANCE:

K. Damoulakis collection.

C. Politis collection.

Private collection, Athens.

EXHIBITED:

Athens, National Gallery - Alexandros Soutzos Museum, *Jannis Spyropoulos, The Classicist of Abstraction*, 1995, no. 1079 (illustrated in the exhibition catalogue, p. 87).

LITERATURE:

E. Strouza, *Jannis Spyropoulos - In and beyond an Era, Worker's Housing Organisation*, Athens 1989, p. 153 (illustrated).

Jannis Spyropoulos, National Gallery - Alexandros Soutzos Museum / Ministry of Culture, Athens 1990, p. 153 (illustrated).

Y. Papaioannou, *Jannis Spyropoulos - Monograph*, doctoral dissertation, Yannis and Zoe Spyropoulos Foundation, Athens 2010, no. 1079, p. 292 (detail illustrated).

"Angelic and black light."

G. Seferis

The work of a secular mystic who searched through the fragments of the Greek past to discover visions of existential integrity, Stassimo L from 1963 (as signed by the artist on the reverse) is a marvellous painting amply displaying the art of a true master: wise compromise between gestural brushwork and compositional structure, functional exploitation of texture, imposing light and a deep sense of colour that is rich and yet subdued like a Byzantine icon.

As noted by art critic C. Spencer, "what may first appear as areas of monochrome colour are in fact brilliant, painstaking technical achievements. His dark canvases are like veils moving slowly and sensuously in the wind, revealing here a brief shaft of light, there a sharp burst of sun, an unexpectedly brilliant colour, textures of ancient stones and crumbling walls."¹ In a similar vein, art historian L. Tsikouta has noted: "As is the case in Rembrandt's work, the dark depths in Spyropoulos's backgrounds are by no means homogeneous.

The variety of hues and scintillating nuances and the incorporation of various materials and techniques give the impression that these backdrops host an entire world that comes to life through the mystical encounters of various elements."² By means of these extensive areas of evocative sombre colour opposed by small luminous spots and scattered bright incidents, the whole canvas is transformed into a nocturnal landscape where forms and rigorous lines, fragmented signs and circular markings break through the darkness and emerge from within it like sacred fires in an ancient temple or votive candles in a dimly lit Byzantine chapel. As the painter himself once said, 'I spread out the dark to find the light.'

A recurrent sign in Spyropoulos's work, which features discreetly in *Stassimo L*, is the circle, or ring, a universally accepted symbol of eternity and never-ending existence. In ancient religions, the circle represented the unity and wholeness of life and the relationship between man and nature. From the age-old symbol of the ouroboros (the serpent eating its own tail) to the Renaissance idea of the circular temple, the ring remains a projection of the archetypal image of the unconscious on the material world. In Christian art it represents eternal union, divine perfection and everlasting life: 'Who was in the beginning, is now, and ever shall be, world without end.'³

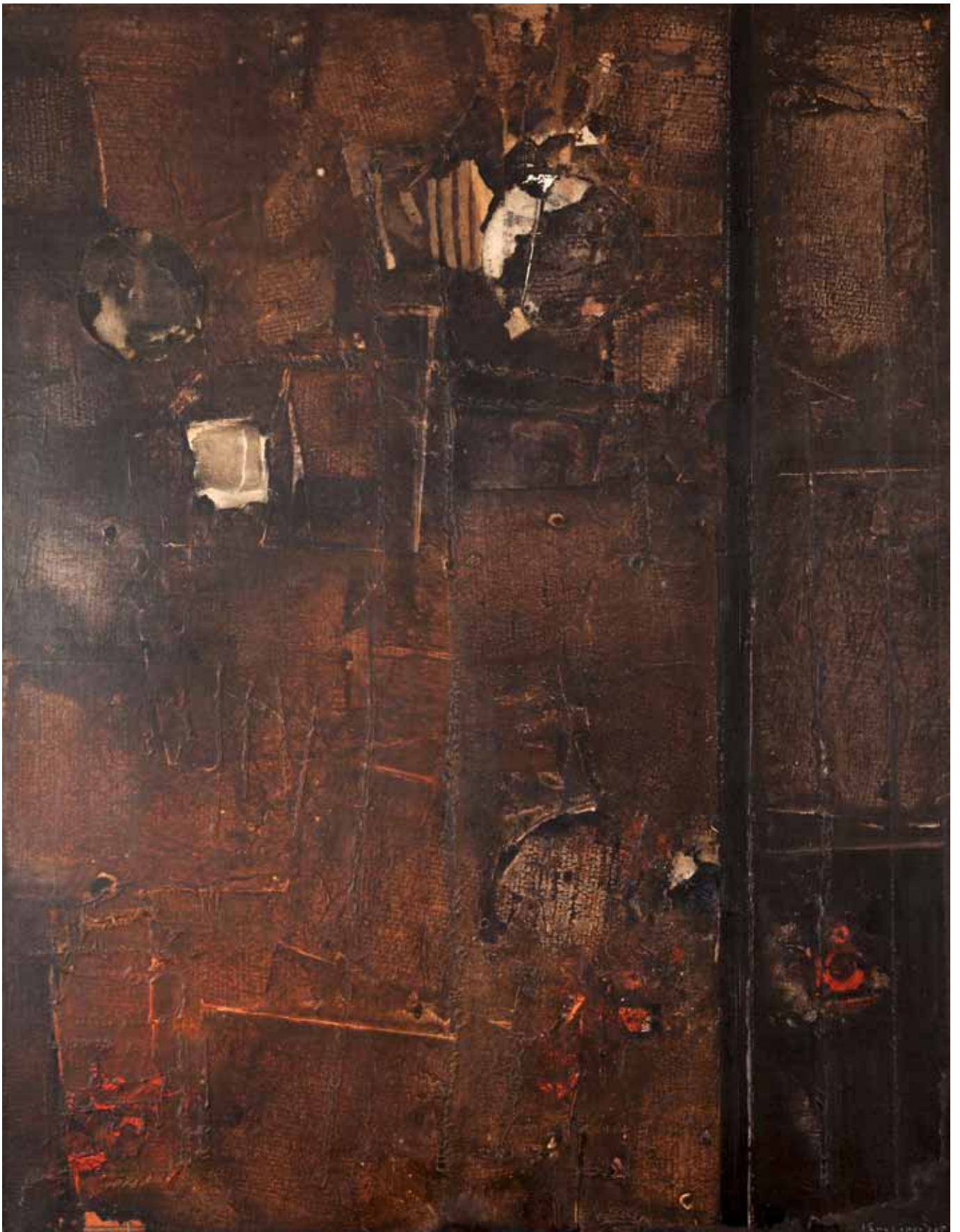
In his attempt to perpetuate a sense of unity and continuity with the past, Spyropoulos constructed a complex universe of symbolic associations, which formulated the most advanced and mature aspect of Greek abstraction.⁴ The first Greek painter who, while residing permanently in Greece, managed to attain an illustrious international career highlighted by his winning participation in the 1960 Venice Biennale, Spyropoulos managed to imaginatively fuse European modernism and Greek tradition in a highly original voice that bears a marked resemblance to the mythical cosmos of Seferis's poetry.

¹. C. Spencer, preface to the 1971 Spyropoulos exhibition at the David Jones' Art Gallery in Sydney, Australia.

². L. Tsikouta, *Processes, Influences, Assimilations, Personal Idiom, Birth of an Artwork: The Case of Jannis Spyropoulos* in Jannis Spyropoulos, *The Classicist of Abstraction*, exhibition catalogue, National Gallery-Alexandros Soutzos Museum, Athens 1995, p. 27.

³. See Y. Papaioannou, *Jannis Spyropoulos - Monograph* [in Greek], doctoral dissertation, Yannis and Zoe Spyropoulos Foundation, Athens 2010, pp. 292-293; G. Ferguson, *Signs and Symbols in Christian Art*, Oxford University Press, New York 1961, p. 153, 178.

⁴. See H. Kambouridis - G. Levounis, *Modern Greek Art, The 20th Century*, Athens 1999, pp. 154-156.



60AR

Yiannis Tsarouchis (1910-1989)

Olympiacos football player with wings of victory

signed in Greek and dated '54' (upper left)

colour pigments on canvas

120 x 70 cm.

£80,000 - 120,000

€92,000 - 140,000

Painted in 1954.

PROVENANCE:

Acquired directly from the artist by the present owner.

A monumental male of sculptural clarity and commanding presence, Tsarouchis's young Olympiacos FC player bursts with male virility and adolescent fervour. Broad planes of dazzling white, fiery red and watery blue, formed by quick and expressive brushstrokes accentuated by bold outlines, immediately capture the eye, while the shallow stage-like compositional structure turns the figure into the protagonist of an imaginary play, into the hero of a Modern Greek legend.

In the 1950s, when this work was painted, 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 (six in a row), seven cups and 5 doubles, remaining undefeated in the league from 1949 to 1956 and in the cup tournament from 1950 to 1961. During that period, Olympiacos fielded perhaps the best team in its long history, a galaxy of stars that included key players of the Greek national team.¹

As noted by former Minister and Mayor of Piraeus A. Andrianopoulos "in my opinion, the best team ever was the legendary squad from the 1950s. We are talking about Theodoridis, Rosidis, Darivas, Bebis, Yfantis, Polychroniou, Ioannou, Xanthopoulos, Soulis, the team that won consecutive championships and beat Milan FC. As for the red and white striped uniforms it was actually my father's idea! In 1925, when Olympiacos was founded, he was studying in England and he brought back an Arsenal FC jersey, which at the time was striped red and white, unlike today's solid red with white sleeves. When my eldest son was born in London I took him to Highbury Park to show him our roots!"²

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 many young men in Olympiacos's red and white jerseys³, seeking in their healthy, physically fit bodies and harsh facial traits the humane dignity and inner truth of Modern Greece. Here, his imposing young player, captured with respect and a worshipful disposition, represents both a paean to victory and an elegy to youth and beauty.

¹. See V. Kardasis, *Olympiacos, an Archive, a History* [in Greek], Militos editions, Athens; N. Delagrammatikas, *The Legendary Years 1953-1959, 1996-2003, the Protagonists* [in Greek], Ellinika Grammata editions, Athens 2003.

². *An Eighty Year Legend* [in Greek], *Active* magazine, no. 87, Marchp. 28 2005, p. 94.

³. Such a painting of a young man wearing Olympiacos's FC jersey was once given by Tsarouchis to Karolos Koun. See G. Lazanis, "The 'Unknown Football Player' by Yannis Tsarouchis" [in Greek], Osei Myra, *Yannis Tsarouchis 1910-1989*, Kastaniotis editions, Athens 1998, p. p. 263.



61AR

Alexis Akriothakis (1939-1994)

Suitcase and tree

signed, inscribed and dated 'Akriothakis / Mars
75 - Athènes / 85 x 116 x 14 cm' (on the
reverse)

painted wood construction and mixed media

85 x 116 x 14 cm.

£25,000 - 30,000

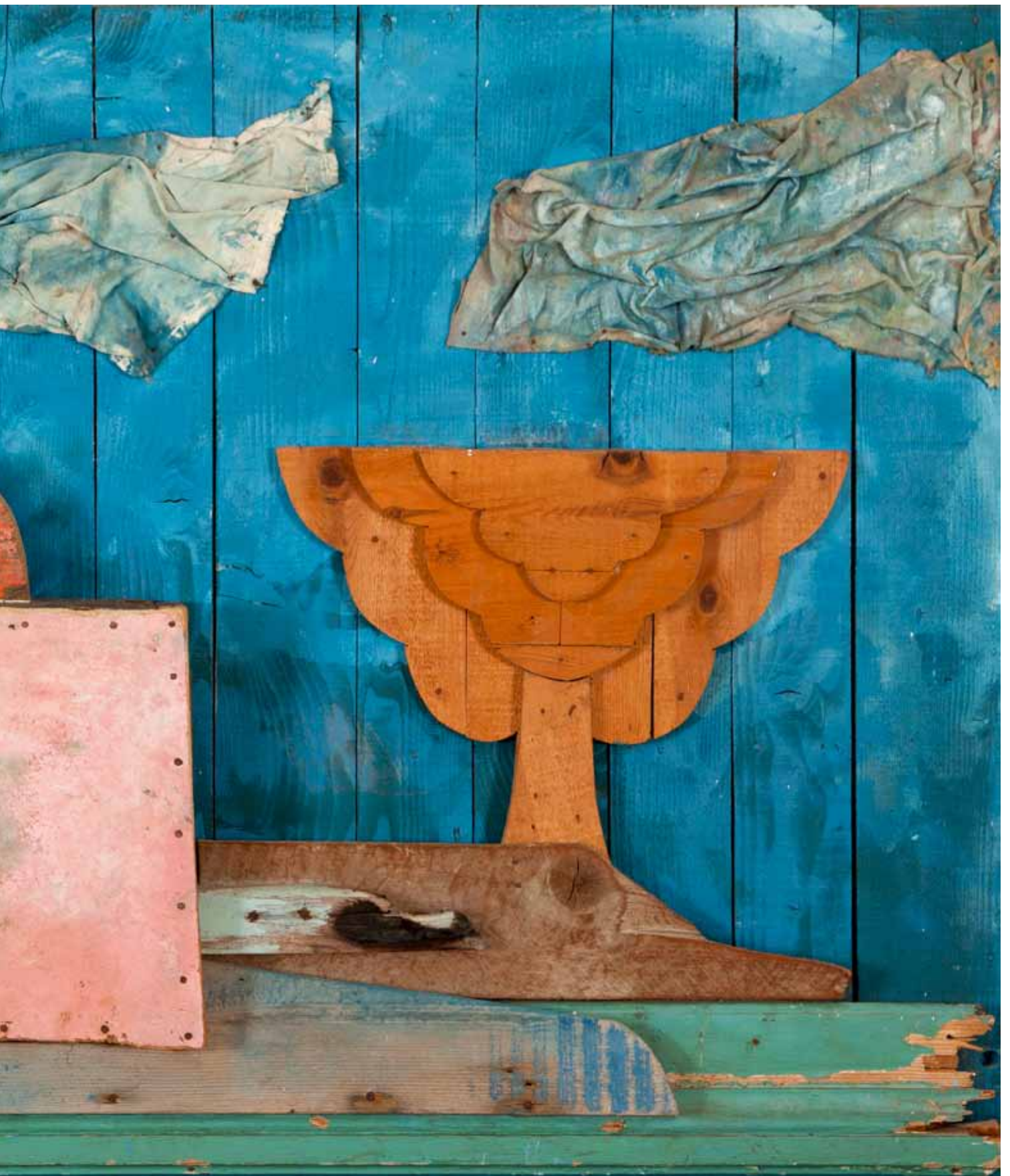
€29,000 - 35,000

PROVENANCE:

Zoumboulakis Galleries, Athens.

Private collection, Athens.



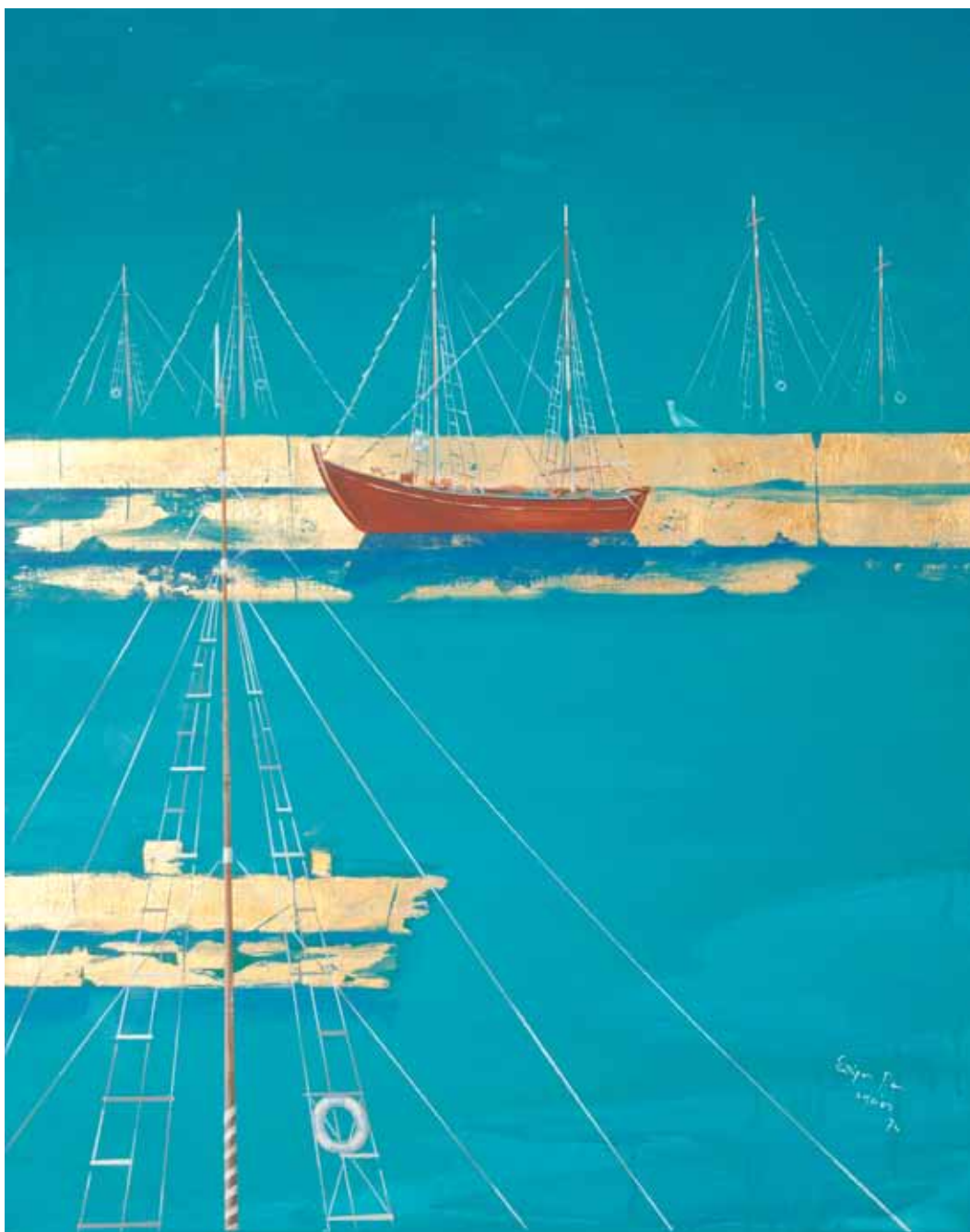




62



63



64

62AR

Paris Prekas (1926-1999)

Cycladic landscape
signed in Greek and dated '1982' (lower right)

oil on panel
55 x 84 cm.

£4,000 - 6,000
€4,600 - 6,900

63AR

Spyros Vassiliou (1902/3-1984)

Boat going to the church, Aegina
signed in Greek (lower right)

tempera on cardboard
50 x 71 cm.

£5,000 - 7,000
€5,800 - 8,100

Painted in 1955.

64AR

Spyros Vassiliou (1902/3-1984)

Harbour
signed in Greek and dated '74' (lower right)

oil and gold leaf on canvas
100 x 80 cm.

£10,000 - 15,000
€12,000 - 17,000



65

65^{AR}

Georgios Zongolopoulos (1903-2004)

Composition, 1962

signed with initials (on the base)

patinated bronze

83 x 55 x 17 cm. (with base)

£8,000 - 10,000

€9,200 - 12,000

LITERATURE:

Metamorphoses of the Modern, The Greek Experience, exhibition catalogue, National Gallery - Alexandros Soutzos Museum, Athens 1992, no. 184, p. 107 (illustrated).

Giorgos Zongolopoulos 1903-2004, exhibition catalogue, Megaron Athens Concert Hall, Athens 2008, no. 9, pp. 59, 98 (illustrated).

An important non-objective piece from the early 1960s, a critical period for the development of Greek abstraction, *Composition* is characterised by the artist's insistence on tectonic structure, use of large planes, appropriation of space and aggressive diagonal motifs -all features of Constructivism.¹ In 1968, four years after the artist's showing at the Venice Biennale, the prominent French art critic Denys Chevalier wrote of Zongolopoulos: "With the purity and stripping down of his original idea, with the economy of expression and geometric rigor of his statements, he belongs to the first rank of contemporary artists who strive to create sculptures based not on fleeting trends but rather on something permanent, belonging to both the past and the future".²

¹ See C. Christou - M. Koumvakali-Anastasiadi, *Modern Greek Sculpture 1800-1940*, Commercial Bank of Greece, Athens 1982, p. 112.

² Text included in the catalogue of the Zongolopoulos showing in the 1993 Venice Biennale.



66

66

Theodoros Stamos (American, 1922-1997)

Infinity field Nemea Series #3

signed, dated and inscribed 'Stamos INFINITY FIELD, NEMEA SERIES #3, 1973' (on the overlap)

acrylic on canvas

152 x 121.9 cm.

£15,000 - 20,000

€17,000 - 23,000

PROVENANCE:

Turske and Turske, Zurich.

ACA Galleries, New York.

Hollis Taggart Galleries, New York.

EXHIBITED:

New York, Hollis Taggart Galleries, *Infinity and Beyond*, 2008 (illustrated in the exhibition catalogue, also reproduced on the cover of the invitation).



67

67AR

Nikos Kessanlis (1930-2004)

Music

signed and dated 'NIKOS 56' (lower right); signed and titled in Greek, inscribed 'NIKOS / MUSIC / PRESSO BRUNO EZIO CARACENI / VIA MARGUTTA 48 / MUSICA1 / LIRE 150.000' (on the reverse)

oil on board

120.5 cm. (diameter)

£5,000 - 7,000

€5,800 - 8,100

Abstraction for Kessanlis, as for many other artists of his generation, was a way for liberating his plastic and representational idiom. Nikos Kessanlis was an active member of both the Greek and Roman artistic scene, while attending the School of Art Conservation in Rome (1955 – 1959). At that time his compositions were increasingly beginning to show his interest in setting his art free both from the axiom of a representational function and its mimetic relationship with reality. During this productive period, where he held several exhibitions at prestigious galleries such as the 'Galleria dell'Obelisco' in Rome, the artist's style strived to focus on the achievements posed by the 'art informel'.

In the 1950s, Nikos Kessanlis was aiming to achieve a definitive break with the academic representational style and expanding the possibilities of the medium. His work reflected more and more his liberty in conveying emotions and attitudes through non-traditional means and using dense and lively colors, as can be seen in the present lot.

'Music', as suggested by the inscription on the reverse, was probably created while Nikos shared his Atelier with his friend and Italian artist, Brunzo Ezio Caraceni. This studio was located in the heart of Via Margutta, the most vibrant art district par excellence in Rome. It was during this flourishing artistic phase in Rome that Kessanlis started explore the limits of painting, while entering into a continuous dialogue with the cultural and social context.



68

68^{AR}

Nikos Kessanlis (1930-2004)

Sun through glass

signed and dated 'K. NIKOS 1956' (lower centre left); signed and dated
'NIKOS 56' and titled in Greek (on the reverse); indistinctly inscribed
'presso BRUNO EZIO CARACENI / VIA MARGUTTA 48.../... / Sole di Vetro
Lire 8...' (on the reverse)

oil on canvas

71.5 x 103 cm.

£6,000 - 8,000

€6,900 - 9,200



69

69AR

Yiannis Kottis (born 1949)

Train

signed 'Y. Kottis' (on the reverse)

oil and mixed media on canvas

180 x 216 cm.

£12,000 - 18,000

€14,000 - 21,000



70

70AR

Yiannis Kottis (born 1949)

Wild animal

signed 'Kottis' (lower right)

acrylic and mixed media on canvas

130 x 162 cm.

£15,000 - 20,000

€17,000 - 23,000

EXHIBITED:

Athens, Cultural Center of Athens, 1989-1990.

Athens, Pieridis Gallery, 1989-1990.

Rhodes, Art Gallery Rhodes, 1991.

Zakynthos, Byzantine Museum, 1992.

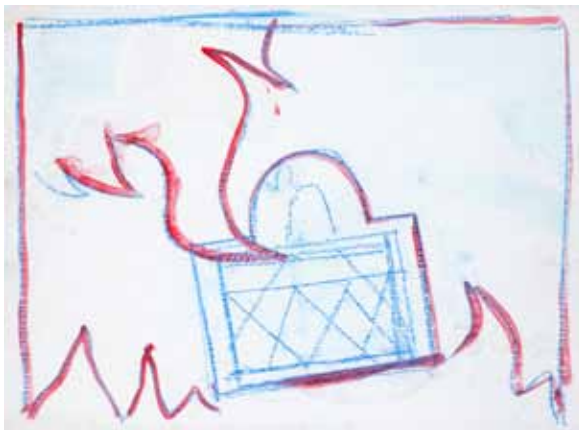
Thessaloniki, Belidios Center, 1992.



71 (a recto)



71 (a verso)



71 (b recto)



71 (b verso)



71 (c recto)



71 (c verso)

71

Alexis Akrihakis (1939-1994)

a) recto:

Red suitcase
oil on light cardboard
17 x 24 cm.

verso:

Island valise
signed, dated and annotated 'Akrihakis 71-73 Berlin Torino' (on the
reverse, lower right)
oil on light cardboard
17 x 24 cm.

b) recto:

Flaming suitcase
oil and pastel on light cardboard
27 x 37 cm.

verso:

Suitcase
signed, dated and inscribed 'Akrihakis 70 XI 73 Torino' (on the reverse,
lower centre)
felt pen and pastels on light cardboard
27 x 37 cm.



72



72 (verso)

c) recto:

Suitcase collage
oil with collage on paper
23 x 30.5 cm.

verso:

Suitcase study
signed, dated and annotated 'Akriothakis 70 XV 73 Torino' (on the reverse, lower right)
felt pen and pastels on paper
23 x 30.5 cm.

(6)

£8,000-12,000
€9,200 - 14,000

72

Alexis Akriothakis (1939-1994)

Untitled

signed, dated and annotated 'Akriothakis - Berlin Torino 72-73 /
Demonstration III' (on the reverse)

acrylic on cardboard
42 x 65 cm.

£10,000-15,000
€12,000 - 17,000

This work bears a study of a suitcase titled 'Demonstration III' and various annotations on the reverse.

This lot includes three double sided works by the artist.

73^{AR}

Alecos Condopoulos (1905-1975)

Composition sans titre, 1960

signed in Greek and dated '960' (lower left)

oil on hardboard

112 x 80 cm.

£20,000 - 25,000

€23,000 - 29,000

EXHIBITED:

Athens, National Gallery - Alexandros Soutzos Museum, *Alekos Kontopoulos*, Retrospective exhibition, 1976, no. 76 (possibly).

LITERATURE:

Alecos Condopoulos, Athens 1979, no. 160 (illustrated).





74



75

74AR

Frixos Aristefs (1897-1951)

The God of war

signed in Greek (lower right)

pastel on card

68 x 98 cm.

£5,000 - 7,000

€5,800 - 8,100

PROVENANCE:

D. Staikos collection, Athens.

Private collection, Athens.

75AR

Theodoros Pantaleon (born 1945)

Untitled

signed in Greek and dated '82' (lower right)

oil on board

44 x 28 cm.

£3,000 - 5,000

€3,500 - 5,800

PROVENANCE:

Acquired directly from the artist by the present owner.



76

76AR

Georgios Derpapas (born 1937)

Horses, 1962

signed and dated 'Derpapas 62' (lower left);

signed at a later date by the artist (lower centre)

mixed media on canvas

73 x 92 cm.

£8,000 - 12,000

€9,200 - 14,000



77

77AR
Yannis Gaitis (1923-1984)
 Microcosme
 signed 'Gaitis' (lower right)
 oil on canvas
 54 x 65 cm.
 £5,000 - 7,000
 €5,800 - 8,100

78AR
Yannis Gaitis (1923-1984)
 Abstract
 signed 'Gaitis' (lower right); signed again (on the reverse)
 oil on canvas
 92.5 x 65 cm.
 £8,000 - 12,000
 €9,200 - 14,000

Painted in 1960-61.

PROVENANCE:
 Private collection, France.

LITERATURE:
Catalogue Raisonné de l'oeuvre de Yannis Gaitis, Angers 2003, no 557,
 p. 175 (illustrated).



79AR

Alecos Fassianos (born 1935)

Adam and Eve / Le nouveau Paradis

signed 'A.Fassianos' (upper left)

oil, pigments and acrylics on canvas

146 x 97 cm.

£40,000 - 60,000

€46,000 - 69,000

Painted in 2000.

PROVENANCE:

Galerie Rachlin-Lemarié, Beaubourg Art Contemporain, Paris.

Private collection, Athens.

EXHIBITED:

Paris, Galerie Rachlin-Lemarié, *Alecos Fassianos La mythologie au quotidien*, June 30 - September 10, 2000 (illustrated in the exhibition catalogue, p. 11).

France, Château de Chenonceau, *Alecos Fassianos - Le Mythe à bicyclette*, 9 June - 5 November 2001 (illustrated in the exhibition catalogue, p. 48).



80^{AR}

Pavlos (Dionyssopoulos) (born 1930)

Champs 6

titled, signed and dated 'CHAMPS / Pavlos / 88 / PAVLOS' (on the reverse)

placard paper laid on canvas, plexiglass

150 x 201 cm.

£20,000 - 30,000

€23,000 - 35,000

PROVENANCE:

Gallerie Artio, Athens.

Private collection, Athens.







81

81^{AR}

Costas Coulendianos (1918-1995)

Nouvelle Génération

signed, dated and numbered KK / 87 / 6/6

bolted painted iron

72 x 35 x 30 cm.

£6,000 - 8,000

€6,900 - 9,200

Executed in 1987.

PROVENANCE:

Medousa Gallery, Athens.

Private collection, Athens.

LITERATURE:

Coulendianos, *Couvert des Cordeliers*, Paris 1997, p. 92, no 100 (illustrated).

Coulendianos, *The last of the Modern Acrobat*, Benaki Museum, Athens 2012, p. 200, no 199 (illustrated).



82

82^{AR}

Takis (Panayiotis Vassilakis) (born 1925)

Idole

signed 'Takis', numbered EA 1/2

bronze

21 cm. high

£3,000 - 5,000

€3,500 - 5,800

Executed in 1954.

Registration number 226.

The work is accompanied by a certificate of authenticity from the Research Center for the Art and the Sciences signed by Takis.



83

83AR

Yiannis Spyropoulos (1912-1990)

Abstract

signed in Greek (lower right)

oil and mixed media on canvas

65 x 81 cm.

£10,000 - 15,000

€12,000 - 17,000

PROVENANCE:

A gift to the father of the current owner by the artist in the 60s.



84



85 (a)



85 (b)



86

84AR

Michael Michaelledes (British, born 1925)

Untitled

signed, dated and inscribed 'MICHAEL MICHAELEDES 1964 LONDON ACRYLIC ON CANVAS' (on the overlap); signed and inscribed with dimensions (on the stretcher)

acrylic on canvas

172.5 x 172.5 cm.

£5,000 - 7,000

€5,800 - 8,100

PROVENANCE:

Acquired directly from the artist by the present owner.

85AR

Yannis Gaitis (1923-1984)

a) Drawing

signed and dated 'I. Gaitis / 47' (lower right)

black ink and gouache on paper

34.5 x 24.5 cm.

b) Drawing

signed and dated 'J. gaitis / 1950' (lower right)

gouache on paper

35 x 25 cm.

(2)

£3,000 - 5,000

€3,500 - 5,800

PROVENANCE:

Private collection, France.

86AR

Paris Prekas (1926-1999)

Parallel lives - Horses

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

oil on canvas

95 x 96 cm.

£10,000 - 15,000

€12,000 - 17,000

PROVENANCE:

Bonhams Greek Sale of 23 May 2006, lot 152.

Acquired from the above sale by the present owner.

LITERATURE:

Eleni Vacalo, *The Identity of Post War Art in Greece*, Volume II
Expressionism-Surrealism, Kedros, Athens 1982, p. 107 (illustrated).

87

Theodoros Stamos (American, 1922-1997)

Infinity Field Series 13C

signed, dated and inscribed 'ΣΤΑΜΟΣ 1977 # 1292 # 13C' (on the overlap)

acrylic and oil on canvas

127.5 x 111.5 cm.

£20,000 - 25,000

€23,000 - 29,000

PROVENANCE:

Turske Fine Art, Cologne.

Kouros Gallery, New York.

Private collection, Athens.

EXHIBITED:

New York, Kouros Gallery, *Stamos*, January 22 - February 16, 1985
(illustrated in the exhibition catalogue, p. 18).





88

88^{AR}
Costas Tsoclis (born 1930)
Space
signed and dated 'C. Tsoclis 1973' (lower left)
mixed media on panel, plexiglass
131.5 x 102 cm.
£10,000 - 15,000
€12,000 - 17,000



89

89AR

Georgios Zongolopoulos (1903-2004)

Olympic rings, 1991

signed with initials (on the base)

stainless steel

144 x 176 x 95 cm.

£20,000 - 30,000

€23,000 - 35,000

An oversized 15m high version of this captivating piece is located at the 'Eleftherios Venizelos' Athens International Airport. Lightweight and almost transparent, it consists of the five Olympic rings that allude to the five continents and, by extension, to the globe itself. The cycle, one of the geometric shapes Zongolopoulos was particularly fond of, is supported on its lower part by a right angle. "The rationalist Zongolopoulos by simply using only two geometric shapes, the cycle and the right angle, manages to create a work of art that aspires to unite the world."¹ As once noted by art critic P. Restany, "Zongolopoulos makes the world believe in the essential power of art."²

¹. D. Kontelentzidou, *Giorgos Zongolopoulos* [in Greek], Ta Nea editions, Athens, p. 89.

². Pierre Restany, *Measure is the Pleasure of All*, a 1988 text included in the catalogue of the Zongolopoulos showing in the 1993 Venice Biennale.





90^{AR}

Alecos Fassianos (born 1935)

In the bedroom

signed in Greek (upper right)

oil on canvas

135 x 170 cm.

£60,000 - 80,000

€69,000 - 92,000

EXHIBITED:

Athens, National Gallery and Alexander Soutzos Museum, *Fassianos, Mythologies of Everyday Life*, 24/11/2004 - 28/2/2005 (illustrated in the exhibition catalogue, no 209).



91



91 (verso)

91^{AR}

Alexis Akriothakis (1939-1994)

Flaming suitcase

signed in Greek and inscribed 'FAUNO LUCIANO' (on the reverse stretchers); signed dated and annotated 'Akriothakis 28 VI 71 73 Berlin Torino' (on the reverse, below the study)

oil with collage on crude linen

49 x 68 cm.

£10,000 - 15,000

€12,000 - 17,000

This work bears a study of a suitcase and various annotations on the reverse. More specifically, the inscriptions 'FAUNO LUCIANO' on the reverse may refer to the fact that the work was either exhibited or belonged to the 'Galleria Il Fauno Due' in Turin, owned by Luciano Anselmino. In 1973, Akriothakis, in cooperation with Alexander Iolas, hosted an exhibition in this prestigious Italian art gallery.



92

92^{AR}

Alecos Fassianos (born 1935)

Thinking of home

signed 'Fassianos' (lower right)

oil on canvas

65 x 46 cm (79 x 60 cm. with the artist's frame)

£8,000 - 12,000

€9,200 - 14,000



93

93^{AR}

Alecos Fassianos (born 1935)

Blue figure with wheat

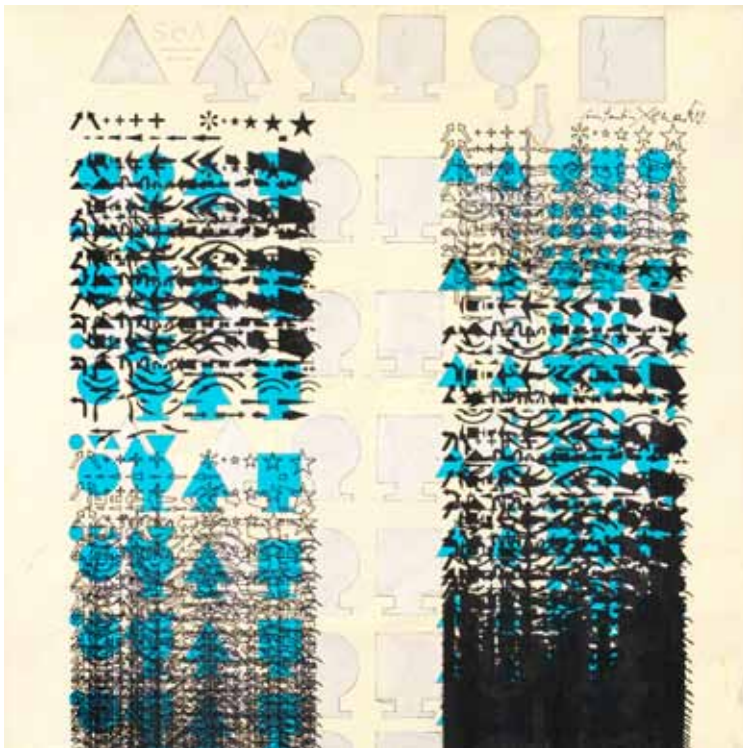
signed and dated 'A. Fassianos / 1986' (upper right)

oil on canvas

78 x 46.5 cm.

£7,000 - 10,000

€8,100 - 12,000



94 (a)



94 (b)

94^{AR}

Constantin Xenakis (French, born 1931)

a) *Commandements HIB*, 1991
signed 'Constantin Xenakis' (upper right);
signed again (on the reverse)
acrylic on canvas
50 x 50 cm.

b) *Parade*, 1989
signed 'Constantin Xenakis' (upper right)
gouache and watercolour on paper
64 x 50 cm.

(2)

£4,000 - 6,000

€4,600 - 6,900

95^{AR}

Georgios Zongolopoulos (1903-2004)

Sculpture for the Thessaloniki International Exposition (model), 1966
signed with initials (on the base)

patinated bronze
146 x 35 x 35 cm.

£10,000 - 15,000

€12,000 - 17,000

Executed in 1966.

Work of limited edition.

The work is accompanied by a certificate of authenticity from the
Zongolopoulos Foundation.

LITERATURE:

Giorgos Zongolopoulos 1903-2004, exhibition catalogue, Megaron
Athens Concert Hall, Athens 2008, no. 12, pp. 58, 99 (illustrated).
D. Pavlopoulos, *Zongolopoulos*, Adam editions, Athens 2007, p. 73
(illustrated).

A tour-de-force of geometric abstraction, the monumental 17m high
cor-ten steel structure at the northern entrance of the Thessaloniki
International Exposition is the first modern artwork to be erected in
a Greek public space (1966), symbolically expressing the new age
of Greek sculpture and the country's rapid economic growth in the
postwar years. Titled 'Nike of Samothrace', a poignant allusion to the
famous Hellenistic winged victory at the Louvre, Paris, both the cor-ten
piece and the bronze model rely on a vertical composition of dynamic
rectangular forms and diagonal motifs that explore the expressive
potential of volume and the rhythmical relations between solids and
voids. As noted by the architect P. Karantinos, this historic work of art
represents "a lively and vibrating sculptural symphony."¹

¹. See *Giorgos Zongolopoulos 1903-2004*, exhibition catalogue,
Megaron Athens Concert Hall, Athens 2008, p. 44.





96

96^{AR}

Yannis Gaitis (1923-1984)

Power

signed 'Gaitis' (middle right)

oil on canvas

114 x 146 cm.

£20,000 - 30,000

€23,000 - 35,000

Painted c. 1978-79

EXHIBITED:

Limassol, The Churchill, *Yannis Gaitis*, 24 September-24 October 1979.

Nicosia, The Churchill, *Yannis Gaitis*, 29 October-29 November 1979.

Athens, Epikendro Gallery, *Yannis Gaitis*, 3-30 April 1996.

Thessaloniki, Lola Nikolaou Gallery, *Yannis Gaitis*, 19 January - 7 February 1998.

LITERATURE:

Catalogue Raisonné de l'oeuvre de Yannis Gaitis, Angers 2003, p. 336, no 1463 (illustrated).



97

97AR

Alecos Fassianos (born 1935)

Cyclist

signed in Greek (upper left) and dated '77' (upper right)

oil on canvas

120 x 120 cm.

£30,000 - 50,000

€35,000 - 58,000

PROVENANCE:

Private collection, Athens.

EXHIBITED:

Athens, National Gallery and Alexander Soutzos Museum, *Fassianos, Mythologies of Everyday Life*, 24/11/2004-28/2/2005 (illustrated in the exhibition catalogue, no 102).



98

98AR

Costas Coulendianos (1918-1995)

Reclining

signed and dated 'KK 76' (lower right) and inscribed 'KK E.A.' (on the back)

bolted iron

36 x 130 x 44 cm.

£10,000 - 15,000

€12,000 - 17,000

LITERATURE:

Coulendianos, *The Last of the Modern Acrobats*, Benaki Museum, Athens 2012, p. 162, no 155.



99

99AR

Opy Zouni (1941-2008)

Space

signed and dated 'ZOUNI 84' (lower left); signed and dated 'OPY ZOUNI 1984' (on the reverse)

acrylic on panel

86 x 137.5 cm. (with artist's frame)

£8,000 - 12,000

€9,200 - 14,000

Painted in 1984.

PROVENANCE:

Acquired directly from the artist by the present owner.



100

100AR

Pavlos (Dionyssopoulos) (born 1930)

Fruit crate

signed 'Pavlos' (on the base)

paper construction, crate, plexiglass box

51 x 51 x 51 cm.

£8,000 - 10,000

€9,200 - 12,000

PROVENANCE:

Galerie Redmann, Berlin.

Purchased from the above in 1995.

Private collection, Germany.

101AR

Dimitris Mytaras (born 1934)

Still life

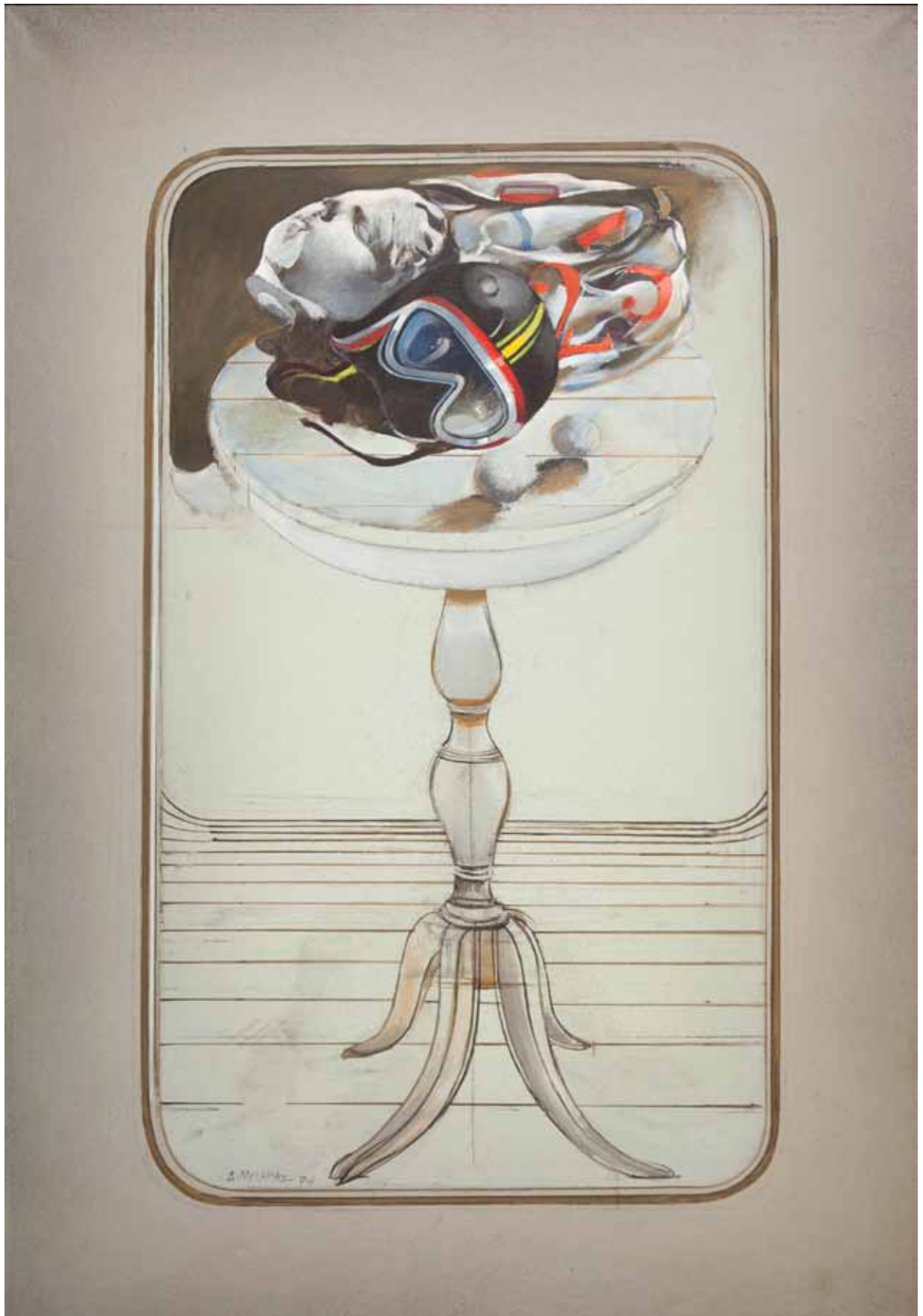
signed in Greek and dated '74' (lower left)

oil on canvas

128 x 87 cm.

£6,000 - 8,000

€6,900 - 9,200



102^{AR}

Alexis Akriothakis (1939-1994)

Drapeau

signed, dated and annotated 'Akriothakis 70-73 Berlin Torino / 2 Fauno Torino' (on the reverse, middle right); signed and dated again 'AKRITHAKIS 73' (on the reverse, lower centre)

painted wood construction

55 x 91 cm.

£18,000 - 25,000

€21,000 - 29,000

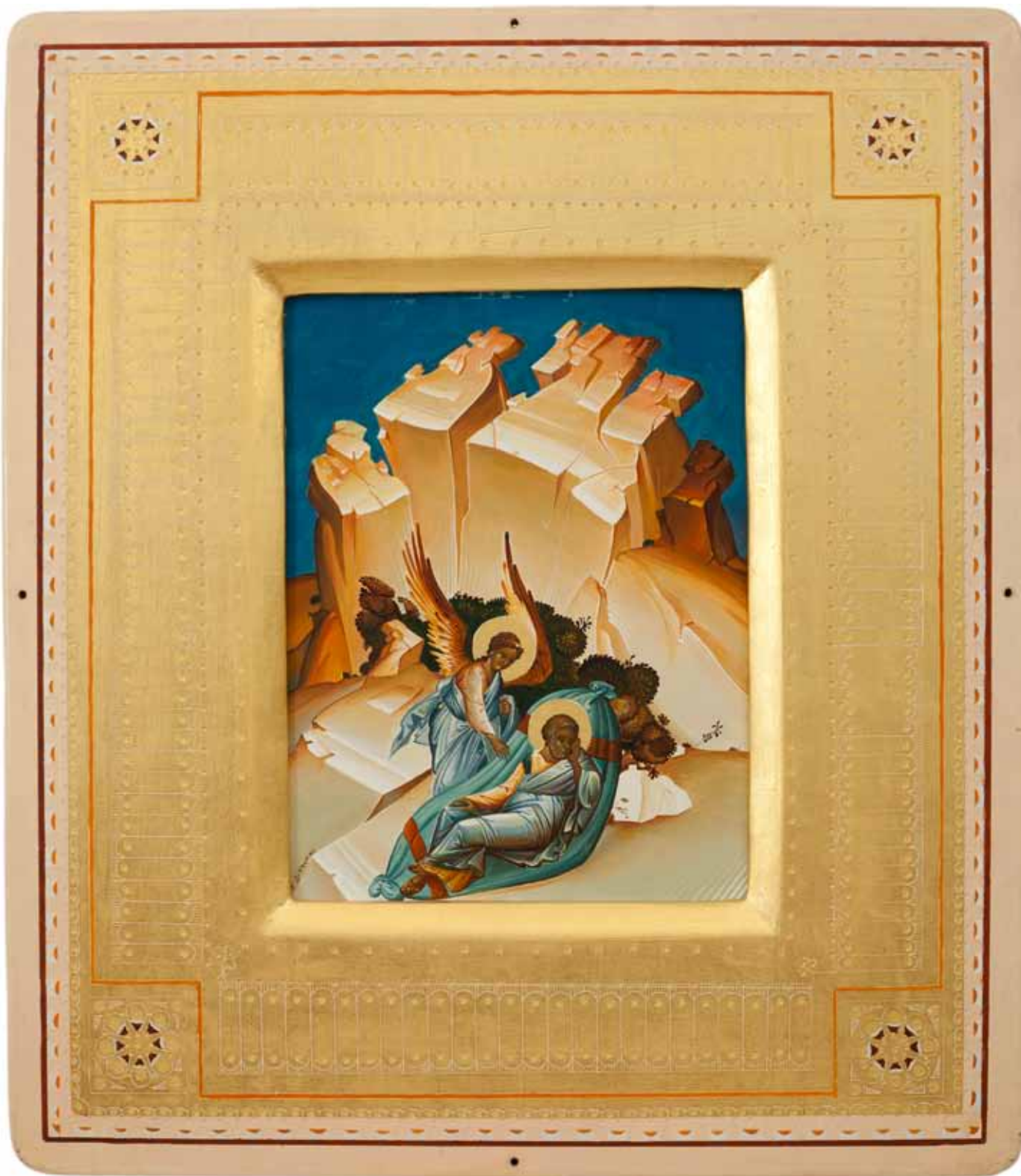
This work bears some annotations to the study on the reverse. Also it bears an inscription 'Drapeau' on the reverse that may indicate the original title of this construction.



102



102 (verso)



103



104

103^{AR}

Georgios Derpapas (born 1937)

The message

signed in Greek (lower left)

oil on panel

75 x 65 cm.

£8,000 - 10,000

€9,200 - 12,000

104^{AR}

Achilleas Droungas (born 1940)

The goddess Athena

signed and dated 'A. Droungas 98' (lower center)

oil on canvas

61 x 73 cm.

£10,000 - 12,000

€12,000 - 14,000



105

105AR

Mina Papatheodorou-Valyraki (born 1956)

Formula 1

signed and dated 'Mina / Papatheodorou 2000' (lower right)

oil on canvas

200 x 250 cm.

£4,000 - 6,000

€4,600 - 6,900



106

106^{AR}

Sofia Kalogeropoulou (born 1946)

Orchestra in a magic garden

signed in Greek (lower right)

oil on panel

83 x 110 cm.

£3,000 - 5,000

€3,500 - 5,800



107

107 ★ AR

Achilleas Droungas (born 1940)

Lazy Afternoon

signed and dated 'A.Droungas '84' (lower right)

mixed media on canvas

100 x 100 cm.

£8,000 - 10,000

€9,200 - 12,000

PROVENANCE:

Private collection, New York.

LITERATURE:

H. Kambouridis, *Droungas*, Adam Editions, Athens 1994, p. 123
(illustrated)

108^{AR}

Dimitris Yeros (born 1948)

Hidden Sunrise / Triptych

signed and dated 'd. yeros 80' (lower right);

also signed and dated (on the reverse)

oil on canvas

151 x 136 cm.

£8,000 - 12,000

€9,200 - 14,000

Painted in 1980.





Greece Debt Free

Art and solidarity. From the world of colour to the world of the markets

The works in the following pages have all been donated by Greek artists in response to an invitation from Ellinogermaniki Agogi to make a symbolic gesture to help reduce the national debt. Naturally, all the artists represented here see their art as a means of expression, a vehicle to convey their emotions and leave their personal mark on the world but they also wanted in a very distinctive way to support their country at this time of hardship.

The proceeds of the auction will be donated to the non profit organization GreeceDebtFree which buys Greek Government bonds in the secondary market and cancels them so that our national debt is reduced. This is not just a matter of money. A strong sense of solidarity runs through the scheme. A feeling that we do not have to stand alone but can do things to support each other. These Greek artists are leading by example showing that art can act as an inspiration and that united we can all perform better.

Many of the most prominent artists in Greece have contributed works to the auction and there are pieces representing all the major trends in modern and contemporary Greek art. These stretch back to the 1930s, moving through the classical abstraction of the 50s, all the way to contemporary Greek art via the dynamic descriptive paintings of the 80s. This year, Ellinogermaniki Agogi, initiated a series of events on the topic of Europe, the crisis and the prospects for Greece within the European Union. We aim to help students understand the problems facing our country, to listen to their point of view but also to give them an understanding of the rights and responsibilities and the outlook for the future which arise from Greece's membership of the EU.

Our appeal to Greek artists to donate a piece of their work as a contribution to the national struggle is one of these events. Symbolically, we have set the starting prices of the pieces at a modest level to emphasise the significance of the gesture and the message of solidarity which transcends the borders of country and time.

A sincere word of thanks to all the artists who embraced our initiative and responded with such love and trust to our invitation.

We also extend our warm thanks to Bonham's for holding the auction at no cost and contributing to the success of our endeavor.

Finally we thank Mrs Katerina Lyberopoulou who supervised and coordinated our crop of artists. None of this would have been possible without her invaluable assistance in all the stages of the preparation of this event.

Ellinogermaniki Agogi

Τέχνη και αλληλεγγύη: Από τον κόσμο των χρωμάτων στο... παράλληλο σύμπαν των αγορών

Τα έργα στις σελίδες που ακολουθούν είναι διαφορετικά από όσα συνήθως βλέπουμε σε δημοπρασίες. Δεν αποτελούν έργα ιδιωτών προς μεταπώληση. Αποτελούν προσφορά Ελλήνων εικαστικών δημιουργών που επέλεξαν ως μέσο έκφρασης την τέχνη τους, για να αποτυπώσουν τα συναισθήματά τους, να δώσουν το δικό τους στίγμα στην παρούσα συγκυρία, αλλά και να στηρίξουν με έναν ξεχωριστό τρόπο τον τόπο μας στις κρίσιμες στιγμές που περνάει. Τα έργα στην ενότητα του καταλόγου που ακολουθεί είναι η δική τους ένδειξη αλληλεγγύης στις δυσκολίες που αντιμετωπίζουμε όλοι μας. Είναι η απάντησή τους στην πρόσκληση της Ελληνογερμανικής Αγωγής να βοηθήσουν συμβολικά στη μείωση του εθνικού χρέους.

Τα έσοδα από τη δημοπρασία των έργων αυτών θα ενισχύσουν τους σκοπούς του μη κερδοσκοπικού οργανισμού GreeceDebtFree που αγοράζει ομόλογα του ελληνικού δημοσίου στη δευτερογενή αγορά, τα οποία στη συνέχεια ακυρώνονται, ώστε να μειωθεί το εθνικό χρέος.

Στον αγώνα για τη μείωση του χρέους τα δεδομένα δεν είναι αυστηρά οικονομικά. Υπάρχει και η ανθρωπιά, η αλληλεγγύη, η αίσθηση ότι δεν είμαστε μόνοι μας, αλλά μπορούμε να είμαστε ο ένας για τον άλλο και η σιγουριά ότι όλοι μαζί μπορούμε καλύτερα. Οι Έλληνες εικαστικοί δίνουν έμπρακτα το παράδειγμα και «ναυτολογούνται στη γαλέρα της εποχής τους» δείχνοντας ότι η τέχνη έχει τη δύναμη να εμπνέει, να καθοδηγεί, να μοιράζεται, να στηρίζει.

Στην ενότητα αυτή των έργων ζωγραφικής και γλυπτικής συνυπάρχουν πολλές και διαφορετικές «φωνές» μερικών από τους σημαντικότερους εκπροσώπους της εικαστικής ζωής του τόπου. Από τους επιγόνους της γενιάς του '30, τη γενιά του '50 και τους κλασικούς της αφαίρεσης, έως τους εκφραστές της νεότερης γενιάς, με ενδιαμέσους σταθμούς τους δασκάλους της γενιάς του '60 αλλά και τη δυναμική παραστατική ζωγραφική της γενιάς του '80, τα έργα των καλλιτεχνών που δημοπρατούνται εκπροσωπούν χαρακτηριστικές τάσεις της νεοελληνικής ζωγραφικής. Η Ελληνογερμανική Αγωγή τη φετινή σχολική χρονιά ξεκίνησε σειρά εκδηλώσεων με θέμα την Ευρώπη, την κρίση και την ευρωπαϊκή προοπτική της Ελλάδας. Στόχος μας να ευαισθητοποιήσουμε τους νέους ανθρώπους για τα προβλήματα των «μεγάλων», να ακούσουμε τις δικές τους απόψεις, αλλά και να τους βοηθήσουμε να συνειδητοποιήσουν τα δικαιώματά, τις ευθύνες αλλά και τις προοπτικές από τη συμμετοχή της χώρας μας στην Ευρωπαϊκή Ένωση.

Στο πλαίσιο των εκδηλώσεων αυτών εντάξαμε και την πρόσκληση στους Έλληνες εικαστικούς να προσφέρουν ένα έργο τους και να συμβάλουν στην εθνική προσπάθεια. Προφανώς η κίνηση δεν είναι αριθμητική, είναι συμβολική. Γι' αυτό και οι τιμές εκκίνησης της δημοπρασίας είναι ιδιαίτερα χαμηλές. Συμβολικό είναι και το μήνυμα που δίνουν οι Έλληνες εικαστικοί ξεπερνώντας τα όρια της πατρίδας και της εποχής τους.

Ένα μεγάλο ευχαριστώ σε όλους τους εικαστικούς που αγκάλιασαν την πρωτοβουλία μας και ανταποκρίθηκαν με αγάπη και εμπιστοσύνη στην πρόσκλησή μας.

Ευχαριστούμε θερμά τον οίκο Bonhams που δέχτηκε να αναλάβει φιλοκερδώς τη δημοπρασία των έργων τέχνης και συνέβαλε με το δικό του τρόπο στην ολοκλήρωση της προσπάθειάς μας. Τέλος, ευχαριστούμε την κυρία Κατερίνα Λυμπεροπούλου, που είχε την επιμέλεια και το συντονισμό της εικαστικής συγκομιδής. Χωρίς την πολύτιμη βοήθειά της σε όλα τα στάδια προετοιμασίας της εκδήλωσης δε θα φτάναμε ποτέ στο νήμα...

Ελληνογερμανική Αγωγή



109



110



111

109
Anna Maria Tsakali (Ghanaian, born 1959)
 The letter
 signed in Greek and dated '05-12' (lower left)
 oil on canvas
 61 x 50 cm.
 £2,000 - 3,000
 €2,300 - 3,500

110
Maria Filopoulou (born 1964)
 Sunset
 signed in Greek (lower right)
 oil on canvas
 95 x 90 cm.
 £3,000 - 5,000
 €3,500 - 5,800

111
Panayiotis Tetsis (born 1925)
 Still life
 signed in Greek (lower right)
 oil on canvas
 70 x 78 cm.
 £5,000 - 7,000
 €5,800 - 8,100



112



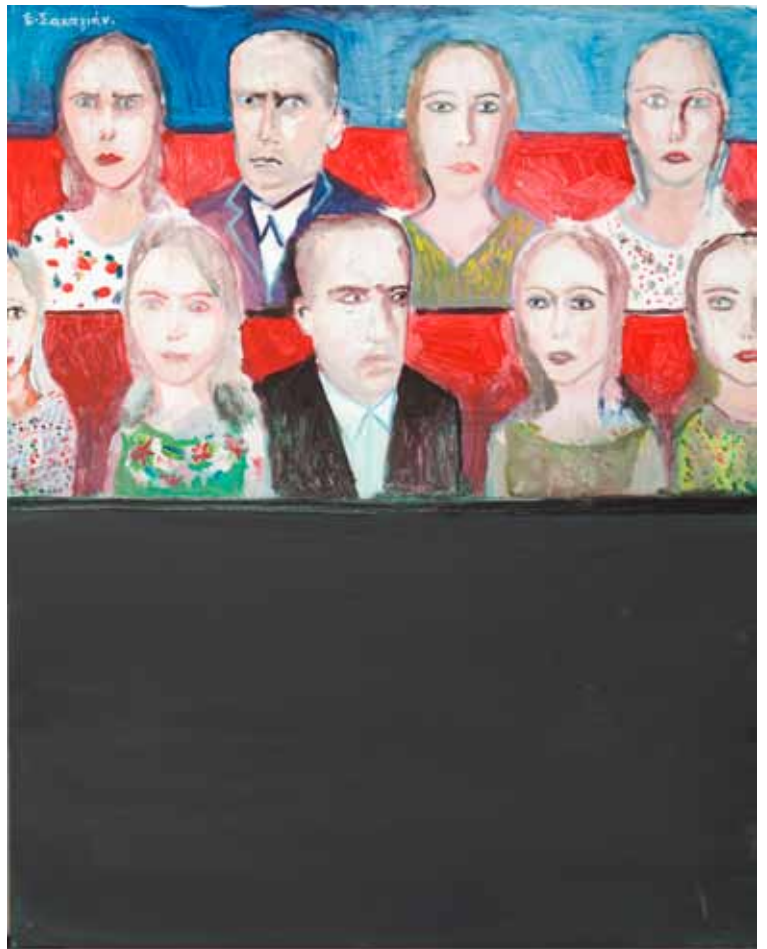
113



114

112
Tassos Mantzavinos (born 1958)
 The kiss
 signed in Greek and dated 2012 (lower left)
 oil on canvas
 130 x 130 cm.
 £3,000 - 4,000
 €3,500 - 4,600

113
Pavlos Samios (born 1948)
 The kiss
 signed and dated 'Samios 12' (lower left)
 acrylic on paper laid on canvas
 85 x 55 cm.
 £3,000 - 5,000
 €3,500 - 5,800



115

114
George Rorris (born 1963)
 Lady reading a novel
 signed in Greek (upper right)
 oil on canvas
 40 x 25 cm.
 £3,000 - 5,000
 €3,500 - 5,800

115
Edouardos Sakayan (born 1957)
 Spectators
 signed in Greek (upper left)
 acrylic on canvas
 110 x 90 cm.
 £3,000 - 5,000
 €3,500 - 5,800



116

116

Harry Lambert (born 1955)

The abduction of Europe
signed in Greek and dated '2013' (lower left)
oil on canvas

155 x 145 cm.

£4,000 - 6,000

€4,600 - 6,900



117

117

Alexis Veroukas (born 1968)

The Abduction of Europe
signed 'A. VEROUKAS' (lower right)
oil on canvas

148 x 110 cm.

£4,000 - 6,000

€4,600 - 6,900



118

118
Manolis Haros (born 1960)
 The abduction of Europe
 signed in Greek (lower left)
 mixed media on paper
 90 x 112 cm.
 £3,000 - 4,000
 €3,500 - 4,600

Painted in 2012-2013.

119
Evangelos Moustakas (born 1930)
 The abduction of Europe
 signed in Greek, dated 2012 (on the base)
 bronze
 32 cm. high (with base) x 14 cm. deep x 29
 cm. wide
 £3,000 - 5,000
 €3,500 - 5,800



119



120



121



122

120

Costas Ramos (born 1955)

The European dream

signed in Greek (lower left)

acrylic and pencil on canvas
80 x 110 cm.

£1,500 - 2,500

€1,700 - 2,900

Painted in 2012.

121

Nikos Stefanou (born 1933)

The abduction of Europe

signed in Greek (upper right)

mixed media

31 x 46 cm.

£1,500 - 2,500

€1,700 - 2,900

122

Sotiris Sorogas (born 1936)

Rust

signed in Greek (lower right)

acrylic on canvas

50 x 60 cm.

£2,000 - 3,000

€2,300 - 3,500

123
 Christos Bokoros (born 1956)
 Patris 2012
 signed with initials (lower right)
 textile
 99.5 x 99.5 cm.
 £5,000 - 8,000
 €5,800 - 9,200



123

124
 Vassilis Solidakis (born 1948)
 Greek flag
 signed in Greek and dated '12' (lower right)
 oil on canvas
 100 x 100 cm.
 £3,000 - 5,000
 €3,500 - 5,800



124



125

125
Alecos Fassianos (born 1935)

The Eros of Zeus with Europe
signed in Greek (upper left)
mixed media on paper

53 x 57 cm.

£7,000 - 10,000

€8,100 - 12,000

126

Yannis Adamakis (born 1959)

The conversation
signed in Greek and dated '13' (lower centre and on the overlap)
acrylics on canvas

90 x 100 cm.

£2,000 - 3,000

€2,300 - 3,500

127

Phaedon Patrikalakis (born 1935)

Bird of hope
signed in Greek (lower right)

oil on canvas

50 x 60 cm.

£600 - 800

€690 - 920

128

George Stathopoulos (born 1944)

The abduction of Europe
signed in Greek and dated '12' (lower right)

oil on canvas

60 x 80 cm.

£1,000 - 1,500

€1,200 - 1,700



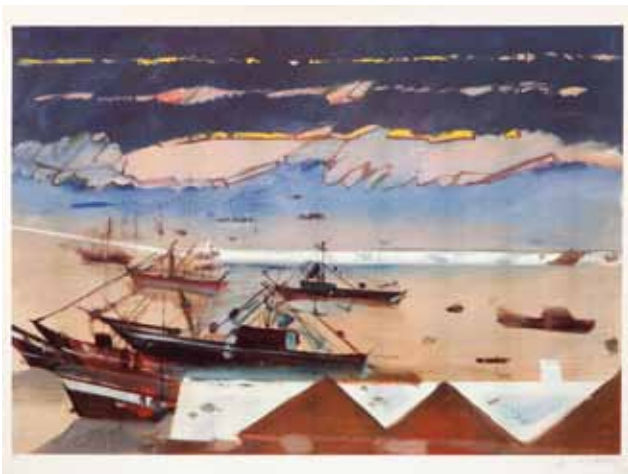
126



127



128



129 (a)



129 (b)



129 (c)

129

Dimitris Mytaras (born 1934)

a) Harbor
signed and inscribed E.A.
lithograph
70 x 96 cm.

b) Figures
signed and inscribed E.A.
lithograph
70 x 88 cm.

c) Woman with angel
signed and numbered 196/299
lithograph
70 x 91 cm.

(3)

£400 - 600

€460 - 690

130

Opy Zouni (1941-2008)

Autumn
print numbered 6/25, signed
20 x 20.5 cm.

£300 - 500

€350 - 580

131

Theodoros Papagiannis (born 1942)

Runners
signed and dated 'TH. PAPAGIANNIS 2010' (on the base)
stainless steel

36 cm. high x 95 cm. wide x 19.5 cm. deep

£3,000 - 5,000

€3,500 - 5,800

132

Natalia Mela (born 1930)

Hero
signed in Greek (on the hair area)

iron on marble base

46 cm. high x 25 cm. deep x 25 cm. wide

£4,000 - 6,000

€4,600 - 6,900

133

Costas Varotsos (born 1955)

Untitled

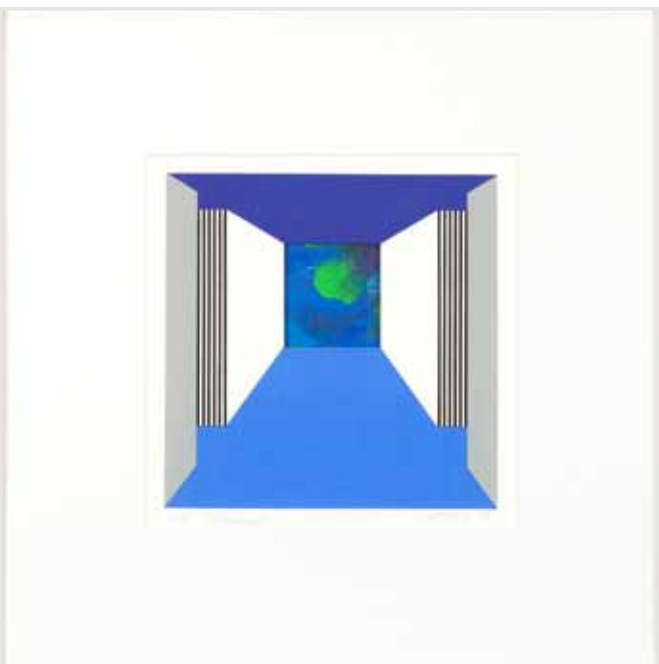
signed in Greek and dated 2012 (on the base)

glass and iron

55 cm. x 35 cm. x 20 cm.

£2,000 - 3,000

€2,300 - 3,500



130



131



132



133



134

134
Vana Xenou (born 1949)
 Amphiktyonia - Europe
 mixed media on card
 99 x 70 cm.
 £2,000 - 3,000
 €2,300 - 3,500

135
Yiannis Parmakelis (born 1932)
 The Rider
 signed in Greek (lower centre)
 charcoal and pastel on card
 77 x 100 cm.
 £2,000 - 3,000
 €2,300 - 3,500

136
Christos Carras (born 1930)
 Vase with leaves on capital
 signed in Greek (middle left)
 mixed media on paper laid on panel
 74 x 102 cm.
 £4,000 - 6,000
 €4,600 - 6,900



135



136



137



138

137

Angelos Papadimitriou (born 1952)

Good luck!

each item signed on the base

coloured ceramic, wrapping cellophane and ribbon

37 cm., 35 cm. and 30 cm. high

£1,000 - 1,500

€1,200 - 1,700

Executed in 2012.

138

Aphrodite Liti (born 1953)

Birds

signed in Greek (on the back)

aluminium

72 cm. high

£3,000 - 4,000

€3,500 - 4,600



139

139
George Hadoulis (born 1959)
The Cheat (after La Tour)
 signed in Greek (lower centre)
 acrylic on paper
 100 x 171 cm.
 £2,000 - 3,000
 €2,300 - 3,500

Painted in 2000.

140
Dimosthenis Kokkinidis (born 1929)
Estia
 signed in Greek (lower right)
 oil on canvas board
 44.5 x 36.5 cm.
 £2,000 - 3,000
 €2,300 - 3,500

Painted in 2001.

End of Sale



140

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The Marine Sale

Wednesday 24 April 2013 at 2pm
Ragleybridge, London

Viewing

Monday 17 April 11am to 5pm
Monday 17 April 5pm to 8.30pm
Tuesday 18 April 9am to 4.30pm
Wednesday 24 April 10am to 12noon

By Appointment

Ragleybridge
Call 020 7065 1000
or visit www.bonhams.com

18th Century Sloop (British, c.1780)

Three gun deck sloop - 5 main cannons, 12 pounder and 24 pounder guns in 18th century style
all on deck
18' x 11' x 10' (H x L x B)
\$10,000 - \$15,000

Fine Jewellery

Wednesday 24 April 2013 at 2pm
New Bond Street, London

Enquiries

Jean Ghika
jean.ghika@bonhams.com
+44 (0) 20 7468 8282



A fancy-deep blue diamond 'trombino' ring,
by Bulgari, circa 1965
£1,000,000 - 1,500,000
USD\$1,500,000 - 2,300,000

Contemporary Art

Thursday 27 June 2013
New Bond Street, London
Entries now invited



Giacomo Balsamo
+44 (0) 20 7468 5837
giacomo.balsamo@bonhams.com

Damien Hirst (b.1965)
*Beautiful Cannibalistic Electofetish Fighting
in the Lava Beds Who Got My Eyeball?*, 2008

butterflies and acrylic on paper

Diameter: 71.1 cm.
28 in.

£35,000 - 45,000

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

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

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

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Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone (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 £25,000 of the *Hammer Price*
20% from £25,001 of the *Hammer Price*
12% from £500,001 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 3% 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 3% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 3% 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

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 10 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.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT
8.1	If the <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):
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;
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;
8.1.3	to retain possession of the <i>Lot</i> ;
8.1.4	to remove and store the <i>Lot</i> at your expense;
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;
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;
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;
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
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.
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.
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 to

9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.

9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,

9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;

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

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

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10.1 You may not assign either the benefit or burden of the *Contract for Sale*.

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
 - 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
 - 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
 - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in

writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
 - 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
 - 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
 - 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
 - 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
 - 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
 - 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- #### 5 STORING THE LOT
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the *Sale Information Page* or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6	RESPONSIBILITY FOR THE LOT		
6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.	7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .		9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		9.2.3 within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <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> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

- 10.2.2 changes in atmospheric pressure; nor will we be liable for;
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

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

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

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

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

11 MISCELLANEOUS

- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 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.
- 11.3 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.

- 11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 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.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 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.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 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.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

12 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*. **"Loss and Damage Warranty"** means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

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

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

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There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 3% surcharge on the total invoice price.

Notice to Bidders.

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

If successful

I will collect the purchases myself ☐
Please contact me with a shipping quote (if applicable) ☐

Sale title: The Greek Sale	Sale date: 24 April 2013
Sale no. 20620	Sale venue: New Bond Street
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.	
General Bid Increments: £10 - 200by 10s £200 - 500by 20 / 50 / 80s £500 - 1,000by 50s £1,000 - 2,000by 100s £2,000 - 5,000by 200 / 500 / 800s £5,000 - 10,000by 500s £10,000 - 20,000by 1,000s £20,000 - 50,000by 2,000 / 5,000 / 8,000s £50,000 - 100,000by 5,000s £100,000 - 200,000by 10,000s above £200,000at the auctioneer's discretion	
The auctioneer has discretion to split any bid at any time.	
Customer Number	Title
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Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
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E-mail (in capitals) <input type="text"/>	
<input type="text"/>	
I am registering to bid as a private client <input type="checkbox"/>	I am registering to bid as a trade client <input type="checkbox"/>
If registered for VAT in the EU please enter your registration here: <input type="text"/>	
Please tick if you have registered with us before <input type="checkbox"/>	

Please note that all telephone calls are recorded.

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

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

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Your signature:

Date:

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

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Bonhams

1793







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