



THE GREEK SALE

Wednesday 9 April 2014

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THE GREEK SALE

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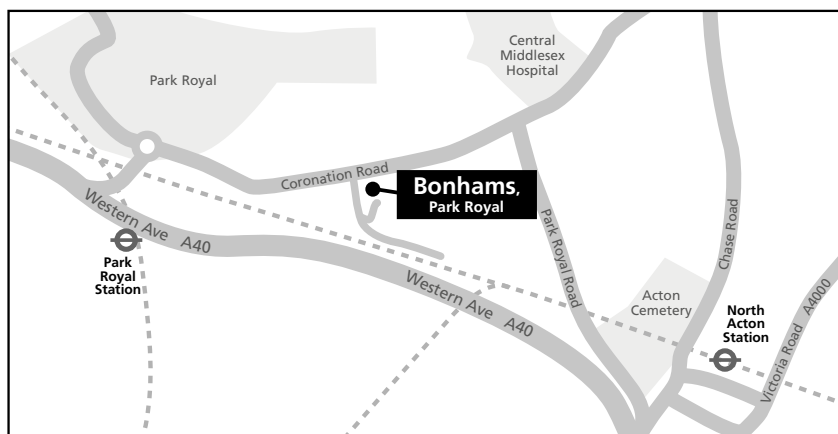
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1 AR

NIKOS ENGONOPOULOS (1910-1985)

La très noble dame Elisavet Moutzan Martinegou

signed in Greek (middle left)

egg tempera on panel

24 x 20 cm.

£8,000 - 12,000

€9,700 - 15,000

Painted in 1956.

PROVENANCE:

Private collection, Athens.

LITERATURE:

K. Perpinoti-Agazir, *Nikos Engonopoulos - Son Univers Pictural*,

Benaki Museum Editions, Athens 2007, no 557, p. 454 (illustrated).

Nikos Engonopoulos, *Le Byzantin*, texts by A. Dellivorias and N. Zias,

Athens 2001, p. 21 (illustrated).



2^{AR}

SPYROS VASSILIOU (1902/3-1984)

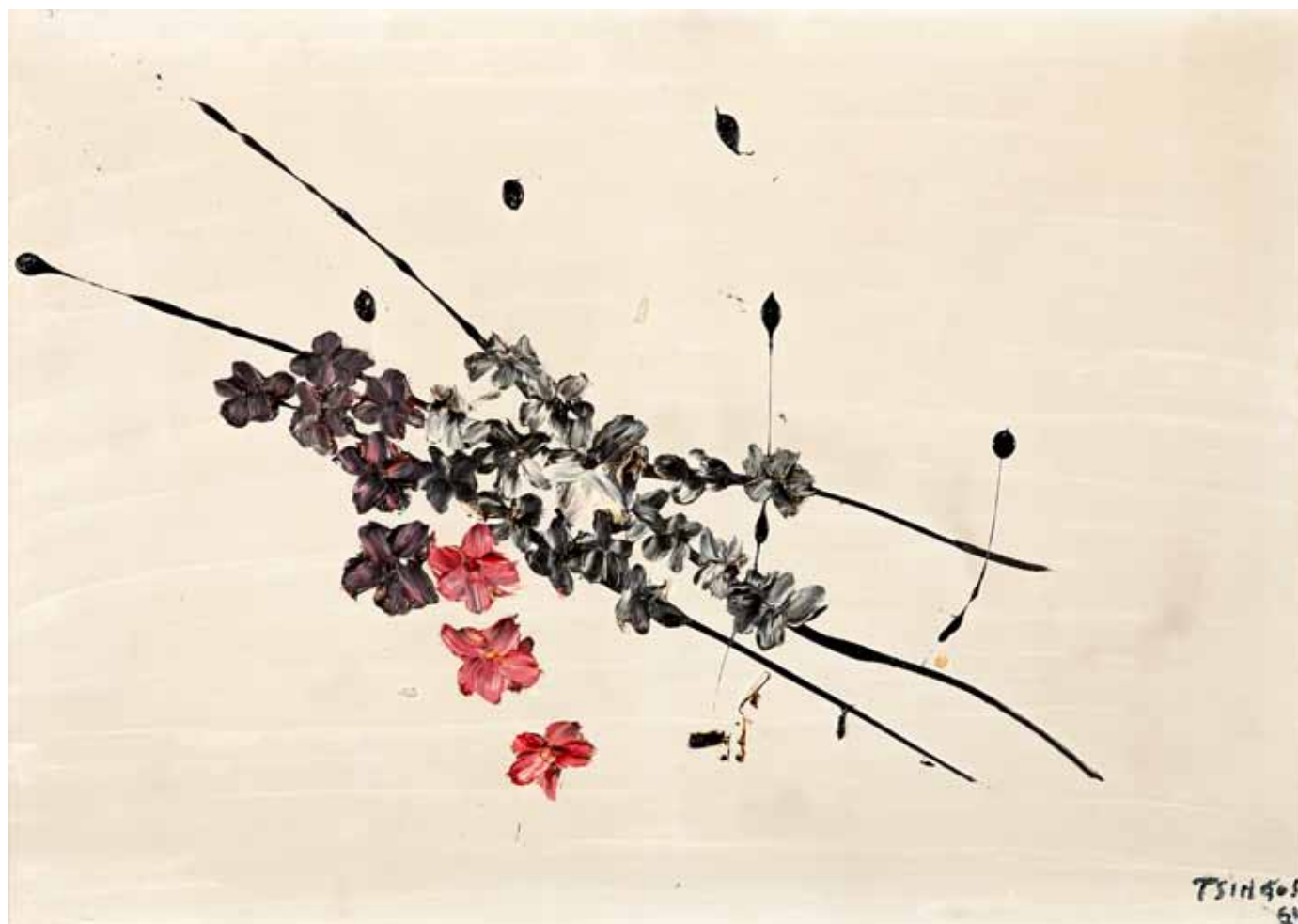
Athens at night
signed in Greek and dated '64' (lower right)
oil on hardboard
114 x 147.5 cm.

£10,000 - 15,000

€12,000 - 18,000







3^{AR}

THANOS TSINGOS (1914-1965)

Fleurs sur fond blanc

signed and dated 'TSINGOS/64' (lower right)

oil on canvas

81 x 116 cm.

£6,000 - 8,000

€7,300 - 9,700



4^{AR}

THANOS TSINGOS (1914-1965)

White birds

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

oil on canvas

60 x 73 cm.

£8,000 - 12,000

€9,700 - 15,000

PROVENANCE:

Private collection, Athens.

5^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Midday

signed and dated 'Ghika 65' (lower left); signed, dated and titled
'Ghika 1965/Midday' (on the reverse)

oil on canvas

90.2 x 70.7 cm.

£60,000 - 80,000

€73,000 - 97,000

PROVENANCE:

Private collection, London.



NIKOLAOS LYTRAS (1883-1927)

Aghios Sozon, Tinos

signed in Greek (lower left)

oil on canvas

56 x 45 cm.

£40,000 - 60,000**€49,000 - 73,000**

Painted in 1923.

A true find, this wonderful painting hitherto unpublished and unknown to art historical scholarship was given as a gift by Lytras to his friend, the mosaic artist Polychronis Renieris. In 1923, when he was appointed professor at the Athens School of Fine Arts, Nikolaos Lytras visited Tinos, the native island of his father, the great 19th c. painter Nikiforos Lytras, in search of an interpretative approach to nature and a deeper pictorial truth resulting from powerfully expressive juxtapositions. His fatherland, with its sparse, jugged terrain and sculptural quality of both its natural environment and traditional Cycladic architecture, offered Lytras many pictorial challenges posed by stark contrasts. It should be noted that in all of his Tinos paintings, which represent the culmination of his landscape work, Lytras consistently avoided general or panoramic views of the island's village complexes. Usually, only some scattered structures, identified by their solid, cube-like volumes, are juxtaposed with the wavy lines and flowing rhythms of the natural environment.¹

Like a white dove on a rocky outcrop ready to fly into the blue cloudless sky, Lytras's dazzling Cycladic chapel captures the power and brilliance of the Aegean archipelago. Vibrant form, painterly, Cezannesque technique and energetic brushwork in the vein of van Gogh support the liberation of properties intrinsic to the medium, asserting the freedom of the artist's pictorial gesture over his original subject. The tactility of the

textured surfaces and, especially, the use of thick impasto lend a corporeal presence to the pictorial space. As perceptively noted by A. Kouria who curated the artist's major retrospective at the Athens National Gallery in 2008, "in Lytras's views of Tinos the very materiality of paint becomes the materiality of the landscape itself."² This sense of immediacy and substance is enhanced by the prominence of the foreground rocks, these 'immortal sculptures'³, as Y. Tsarouchis once called them, that eternally define the character of the Greek land, conveying to the viewers an impression of a first-hand experience, as if they were actually part of the landscape. The painting unfolds with upward undulating rhythms like an abstract interplay of successive volumes, welding the rugged terrain and the whitewashed chapel into such a compelling entity that even the artist's signature on the lower left seems organically integrated in the pictorial surface, as if it were an 'indigenous' part of the landscape.

¹. See A. Kouria, D. Portolos, *Nikos Lytras, Building Form with Colour and Light* [in Greek], National Gallery-A. Soutzos Museum & Hellenic Literary and Historical Archive, Athens 2008, pp. 115-119.

². Ibid, p. 118.

³. Y. Tsarouchis, *The Obsession with Greenery*, Kathimerini daily, 7.9.1975.



MICHALIS ECONOMOU (1888-1933)

Houses with boats

signed and dated 'M.Economou/26' (lower right)

oil on cardboard

54 x 37 cm.

£25,000 - 35,000

€30,000 - 43,000

Painted in 1926.

PROVENANCE:

Private collection, Athens.

LITERATURE:

A. Kouria, *Michalis Economou*, Adam editions, Athens 2001, no. 132, p. 106 (illustrated), p. 257 (listed), p. 180 (illustrated).

Chrysanthos Christou, *Greek Art - Paintings of the 20th Century*, Ekdotiki Athinon, Athens 1996, p. 53 (illustrated).

An idyllic landscape of seaside adobe dwellings and moored boats peacefully floating in shallow waters is surrendered to the artist's subjective interpretation, demonstrating Economou's capacity to distil a mood of tenderness and poetry from an ordinary subject and transform it into a vision of 'humble monumentality'.

Although the adobe structures, designed as monolithic cubes carved from solid volume, have a sculptural quality that articulates a sense of stability and permanence, the whole image generates an atmosphere more like a distant recollection than an actual sense experience. This poetic mood introduced by the water reflections in the foreground and heightened by the dark volumes of the two boats that lead the viewer's eye to the centre of the composition¹, is further accentuated by an ambivalent sense of presence/absence where the human form is suggested rather than actually depicted.

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



8^{AR}

YIANNIS TSAROUCHIS (1910-1989)

Eros and soldiers

signed in Greek and dated '29-10-62' (upper right)

watercolour on paper

25 x 35 cm.

£10,000 - 15,000

€12,000 - 18,000

PROVENANCE:

Private collection, Athens.

EXHIBITED:

Iolas Gallery, Paris.







9^{AR}

APOSTOLOS GERALIS (1886-1983)

Girl with flowers
signed in Greek (lower left)
oil on canvas
90 X 70 cm.

£6,000 - 8,000

€7,300 - 9,700

10^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Anemones I
signed in Greek (lower right)
oil on canvas
30 x 40 cm.

£5,000 - 7,000

€6,100 - 8,500

Painted in 1949.

LITERATURE:

Y. Papaioannou, *Yannis Spyropoulos - Monograph*, doctoral dissertation, Yannis and Zoe Spyropoulos Foundation, Athens 2010, no. 78, p.74 (illustrated).

11

GEORGIOS JAKOBIDES (1852-1932)

Naughty grandson

signed 'G.Jakobides' (upper left)

oil on canvas

38.5 x 30 cm.

£40,000 - 60,000

€49,000 - 73,000

Painted after 1884.

PROVENANCE:

Private collection, Athens.

LITERATURE:

O. Mentzafou-Polyzou, *Jakobides*, Adam editions, Athens 1999, no. 68, p. 72 (illustrated).

Georgios Jakobides Retrospective, exhibition catalogue, National Gallery - A. Soutzos Museum, Athens 2005, no. 39, p. 151 (illustrated).

Never had a painter celebrated so much the loving relationship between children and the elderly, this special bond that bridges generations and effortlessly passes on such important values as language, experience and wisdom, than Jakobides, the great 19th century master and keen observer of human nature. The artist was fascinated by the multifaceted contrast between the children's tender and glowing flesh and the wrinkled aged faces scarred by the ravages of time and the predicaments of life.¹ As noted by O. Mentzafou-Polyzou, who prepared the artist's monograph, Jakobides portrayed the special relation between grandfather and grandchild by achieving equal presence in the two figures and by capturing the dual expression on the elderly man's face – pain from having his sideburns roughly pulled and joy from participating in the life of his grandchild.² In 1886, around the time he painted the Bonhams picture, Jakobides wrote: "I seek a comical contrast arising from the grouping of two or three persons of different sex or age, always trying to blend, as much as possible, the natural with the beautiful."

As early as the 1880s, Jakobides, this leading exponent of the Munich School, had already established his reputation in the Bavarian world especially due to his childhood scenes. The artist had been recognised as the quintessential kindermaler (child painter) precisely because he managed to look beyond beautified sentimental stereotypes and capture a wide variety of expressions, from the most subtle and evocative, as in *Girl Reading* (sold by Bonhams, Greek Sale, 20.5.2008), to the most contorted, as in *Naughty Grandson*. Here, the excellent draughtsmanship, the harmonious unity of facial expression and body language and the overall sense of genuineness and lively presence capture with great psychological insight the archetypal bonding between grandfather and grandchild, raising it above personal experience to a level of universality. As uniquely put by the great writer Pavlos Nirvanas, "the miracle of childhood is not something that anybody can capture on canvas. The painters who have managed to capture this miracle and fix it on a flat surface are but few. One of them is Jakobides."³

¹. See Georgios Jakobides Retrospective, exhibition catalogue, National Gallery - A. Soutzos Museum, Athens 2005, p. 12; Georgios Jakobides (1853-1932) *The Painter of Childhood*, 2006 Calendar, National Gallery - A. Soutzos Museum.

². See O. Mentzafou-Polyzou, *Jakobides, the Painter of Children* in Georgios Jakobides Retrospective, exhibition catalogue, National Gallery - A. Soutzos Museum, p. 146.

³. P. Nirvanas, , *The Painter of Children* [in Greek], *Pinakothiki journal*, 12 (1912-13), pp. 100-101.



12

JEAN ALTAMOURA (1852-1878)

Boats at the seashore

signed, dated and inscribed 'Helsm. 17 Sept. 1874 Jean Altamuras'
(lower left)

oil on canvas laid down on cardboard

38.5 x 53 cm.

£20,000 - 30,000

€24,000 - 36,000

Painted 1872-1876.

PROVENANCE:

Private collection, Athens.

LITERATURE:

Jean Altamouras, *His Life and Works*, exhibition catalogue, Benaki Museum, Athens 2011, p. 182 (illustrated).

During his years in Denmark, Altamoura constantly returned to the seashore as a source of inspiration (compare *Waiting for the tide*, Bonhams Greek Sale, 20.5.2008, lot 6). Here, the suggestion of the atmosphere, the openness of the sky, mottled with travelling clouds, and the jewel-like details, such as the three figures in the middleground perfectly integrated in the coastal environment, have been portrayed with effortless brilliance, combining academic principles with a vivid sense of on-the-spot immediacy.

An exceptional talent and pioneering Greek seascape painter whose promising career was cut short at the age of 26, Altamoura showed an acute awareness of the artistic trends of his time -not only of the Danish or Flemish schools but also of British and French marine painting,¹ arriving at some highly advanced pictorial formulations. As noted by E. Kipreou who included this outstanding painting in the artist's retrospective at the Benaki Museum in 2011, "Altamoura produced only a few works and none of them is mediocre. So, if you ever come across a low quality painting, then you certainly know it's not by him."²

¹. M. Vlachos, *The Emergence of Modern Greek Painting 1830-1930 from the Bank of Greece Collection*, exhibition catalogue, Washington 2002, p. 68. See also Vlachos, *Greek Seascape Painting* [in Greek], Olkos publ., Athens 1993, p. 138.

². E. Kipreou, *Jean Altamoura, a Tempestuous Life* [in Greek], Kathimerini newspaper, 28.6.2009, p. 15.





13^{AR}

ALEXANDROS ALEXANDRAKIS (1913-1968)

Artillery fording a river
signed in Greek (lower left)
oil on canvas
111 x 141 cm.

£18,000 - 22,000

€22,000 - 27,000

Painted in 1943.

PROVENANCE:

The artist's family.

EXHIBITED:

Athens, 27 Ermou St., 1946.

Athens, Zappeion Hall, Exhibition of the Military History of the Greeks, April 24 - October 30, 1968 (illustrated in the exhibition catalogue, vol. 2, p. 548).

Athens, Athens College Library,

Athens, National Gallery - A. Soutzos Museum, Alexandros Alexandrakis (1913-1968), October 1980 (illustrated in the exhibition catalogue, no. 16).

London, The Hellenic Centre, *The War we Fought 1940-41, Paintings and Drawings by A. Alexandrakis*, Commemorating the 50th Anniversary of the End of the War, May 25 - June 21 1995 (illustrated in the exhibition catalogue, p. 37).

Athens, 'Melina' Cultural Centre, Memories of the 1940s, Alexandros Alexandrakis, October 10 - November 11, 2008 (illustrated in the exhibition catalogue, no. 11, p. 37).

LITERATURE:

A. Alexandrakis, *The War we Fought*, Athens 1968, no. 83 (illustrated). Estia newspaper, 27.4.1968 (referred).

Times Literary Supplement, 29.5.1969 (referred).

Alexandrakis Drawings, Athens 1970, p. 22 (photo of the artist in front of the painting).

D. Kokkinos, *History of Modern Greece*, Melissa editions, Athens 1972, inside cover and p. 1448 (illustrated).

History of the Greek Nation, Ekdotiki Athinon editions, Athens 1978, p. 439 (illustrated).

Kathimerini newspaper, Epta Imeres, The 1940 War, 26.10.1997, p. 10 (illustrated).

A. Bacharian - P. Antaios, *Visual Testimonies During the War, the Occupation and the Resistance*, Odysseas editions, Athens 1995, p. 42 (illustrated).

As noted by esteemed historian and member of the Greek Academy Dionysios Kokkinos, "this wonderful painting captures the heroic efforts of the Greek Army to successfully repel the fascist invasion."¹ In 1940, the 27-year old painter Alexandros Alexandrakis took part in the Greek-Italian war, serving in the Albanian front and being decorated with the War Cross. A corporal in the artillery, he had to squeeze his artistic work into moments when other men rested, employing mainly pencil, chalk, pen and ink. As the artist himself noted "there were often occasions when I had to work hastily in exceedingly difficult circumstances, using any scrap of paper I could find." When the artist returned from the front he resumed his work in his Athens studio and by 1946 he had translated 17 of these first-impression drawings² into such elaborate paintings as *Artillery fording a river*. Note the exquisite handling of the horses taking their place in the action as in old master battle pictures and recalling the magnificent stallions painted by the 19th century master Theodore Géricault.

As noted by British art historian and critic Terence Mullaly, "Alexandrakis records how men ennoble war. Qualities at the heart of being Greek, courage, endurance, physical and mental dedication, above all the love of the homeland are his central subject. In his work we can sense the icy wind, the thunder of the horses as they bring up the guns. These paintings speak to us of those values forged, treasured and sustained in the beautiful land of Greece."³

¹. D. Kokkinos, *History of Modern Greece* [in Greek], Melissa editions, Athens 1972, p. 1448.

². C. Christou in *The 1940 War*, Kathimerini newspaper, Epta Imeres, 26.10.1997, p. 10.

³. *The War we Fought 1940-41, Paintings and Drawings by A. Alexandrakis*, exhibition catalogue, The Hellenic Centre, London 1995, pp. 8-9.





14^{AR}

GEORGIOS GOUNAROPOULOS (1889-1977)

Ode to peace

signed in Greek (lower left)

oil on canvas

138 x 170 cm.

£15,000 - 20,000

€18,000 - 24,000

Painted c.1940.

PROVENANCE:

Given as a present by the artist to the father of the present owner during 1940-44.

In this monumental oil Gounaropoulos represents Europe standing gracefully between the Athens Acropolis and Constantinople's Hagia Sophia as a personified extension of the classical and Byzantine eras receiving peace offerings from the Balkan states except defecting Bulgaria. Born in Sozopolis, the ancient Greek colony at the Bulgarian shores of the Black Sea, the artist favoured the enduring idea of Balkan unity first championed by Rigas Pheraios, the early leader of the Greek independence movement, in the late 1700s.

In the 1930s, as the threat of European war escalated, Greece aimed to establish a Balkan self-defence front against potential foreign aggression and hoped to supplement bilateral treaties with a general Balkan pact. After many negotiations the pact was finally signed in February 1934, though by then Bulgaria had dropped out of the alliance refusing to ratify the borders established by post-WWI peace treaties and insisting on revisions encouraged by Italy and Germany, which were fast becoming the chief aggressors in Europe. Although the Balkan pact proved ineffective at the outbreak of WWII, it stands to Greece's credit that it was largely due to its initiatives that a genuine effort was made to diminish the traditional rivalries and mutual antagonisms among the Balkan states.¹

¹. See R. Clogg, *A Short History of Modern Greece*, Cambridge University Press, New York 1980, p. 127 ; *Greece in Transition*, Zeno editions, London 1977, p. 122.





15^{AR}

GEORGIOS BOUZIANIS (1885-1959)

Junge Frau mit blasse Arme

signed 'Yorgo Bouzianis/Paris' (lower right); signed and titled on the
passe par tout 'Junge Frau mit Blasse Arme/Jo Busianis'

watercolour on paper

47 x 38 cm.

£15,000 - 20,000

€18,000 - 24,000

PROVENANCE:

Private collection, Athens.

Bonhams Greek Sale, November 10, 2009, lot 26.

Acquired by the above sale by the present owner.

"These watercolours are true masterpieces!"¹ the painter C. Polychroniadi exclaimed when she first saw Bouzianis' vibrant and insightful watercolours in October 1934. Likewise, in an essay prefacing the 1965 Bouzianis-Watercolours posthumous retrospective in Athens three decades later, art critic G. Mourellos argued that Bouzianis' watercolours constitute a monumental accomplishment in contemporary European art.² Demonstrating swift rendering of the subject, fluid line and pulsating spread of colour, these precious jewels by the leading Greek expressionist had already made a strong impact in Germany as early as the late 1920s. Reviewing the artist's 1928 exhibition at Barchfeld's in Leipzig, Dr. H. Hofmann argued that Bouzianis' watercolours confirm his status as one of the greatest artists of his time,³ while, on the occasion of the painter's 1932 show, the art critic M. Schwimmer remarked: "Employing the most frugal means he conveys powerful and insightful impressions, a sense experience of form and colour more intense than any offered by even the best watercolours by Nolde or Kirchner."⁴

Junge Frau mit blasse Arme perfectly illustrates these cogent points. Here, the element of distortion, a defining trait which usually plays a dramatic role in expressionism, is kept on a very tight rein. The artist avoids sentimentality and pathos, or indeed any theatrical device which might charge his forms with too obvious a pitch of heightened feeling. There are no grotesque excesses, no falsification whatsoever of the subject's essential integrity. Yet, this brilliant work of unforced clarity is full of strong feeling (notice how astutely the young woman's eyes are captured in a highly reductive fashion), marvellously disciplined by artistic intelligence and continuously subordinate to aesthetic demands, achieving unity of content and technique in such a masterly way that even the artist's signature becomes an integral element of the work.⁵

As perceptively noted by the painter C. Botsoglou, "Bouzianis' signed mats seem to be extending rather than framing his watercolours, becoming one with his pictures. Such paintings are born and raised naturally, like children or trees and have a life of their own, not by imitating nature but, rather, as integral parts of the aesthetics of nature. In this kind of painting it is probably inappropriate to distinguish between design, colour, material and space. They are all one... One of Bouzianis' favourite subjects is the female figure, a human presence inseparably linked with pictorial adventure. What I mean to say is that the intensity in Bouzianis' 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 this type of painting relies exclusively on pictorial means."⁶

The seated woman, with her voluminous limbs and corporeal presence, fills the surface of the painting with her statuesque calm, generating a tension between bodily volume and pictorial space in the vein of Picasso's 'classic phase' in the 1920s, where the artist's predilection for plastic volumes in the treatment of the human figure was revived by his exposure to Greco-Roman sculpture. As keenly 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."⁷ Elaborating on this remark in his recently published collection of essays, Y. Psychopedis notes: "Though he had assimilated the radical extremities of expressionism, Bouzianis transformed their pronounced gothic metaphysics to a discourse regarding the living human subject. His figures are tied to reality; they are not alienated as formless matter neither lose their identity becoming abstract, archetypal forms or nightmarish masks... His work emanates a nostalgia for the classical, a nostalgia for a lost and constantly sought balance."⁸ However, in contrast to the sharp profiles on ancient Greek vases, the frontality of the portrait is akin to the perception governing Byzantine icon painting,⁹ endowing it with a symbolic dimension as if it were the image of a modern saint.

¹ Ikastika magazine [in Greek], no. 2, February 1982, p. 15.

² See G. Mourellos, preface to Bouzianis-Watercolours (exhibition catalogue), Greek-American Union, Athens, February 1965.

³ H. Hofmann, Leipziger Abendpost daily, 6.9.1928

⁴ MS, Leipziger Volkszeitung daily, 23.12.1932.

⁵ See Mourellos.

⁶ C. Botsoglou, *Reflections on the Work of G. Bouzianis - A Confession* [in Greek], Anti journal, no.302, 25.10.1985.

⁷ Y. Tsarouchis, preface to Bouzianis-Watercolours [in Greek], Agra-The Friends of Bouzianis publ., Athens 1982, p. 12.

⁸ Y. Psychopedis, *The Militant Introversion, Expressive Lyricism and Critical Spirit in the Work of Bouzianis* [in Greek] in Nostos, Kedros publ., Athens 2009, pp. 228-229.

⁹ D. Deliyannis, *Bouzianis* [in Greek], Adam publ., Athens 1996, pp. 38, 39, 99.







16

THEOFILOS HADJIMICHAIL (1867-1934)

The lion hunt

fresco

140 x 180 cm.

£80,000 - 120,000

€97,000 - 150,000

PROVENANCE:

Iolas collection, Athens, and thence by descent to the current owner.

Recalling Delacroix's Near Eastern hunting scenes and Henri Rousseau's exotic landscape and wild animal subjects, this captivating large-scale canvas is perhaps the best representation of one of Theofilos's most beloved themes. Both the Lion Hunting fresco frieze from the Zolkos House in the village of Klomidados on the island of Mytilene, now at the Museum of Greek Folk Art in Athens, and the Lion hunting in Tunis, in a private collection, are much simpler compositions set against flat monochromatic backgrounds.

This painting was most probably painted after 1926 when Theofilos, following a forty-year odyssey, returned to his native Mytilene, where, as noted by N. Matsas, he "enjoyed a very creative and prolific period, during which he painted some of his best works."¹ Here, the exotic subject, which echoes the particular fondness of the island's inhabitants of hunting and their tendency to visit foreign lands,² allows Theofilos to express his fascination with nature without having to succumb to topographical accuracy. Wild palms blend harmoniously with cultivated olive trees and the overall exoticism of the faraway land is tempered by the calm Mediterranean landscape, crowned by few traditional Greek houses and an imposing castle that may very well be his familiar Mythimna Castle in Mytilene (compare *The Castle of Mytilene*, 1933, Theofilos Museum, Mytilene, where the fortress dominates a verdant olive grove.) There is a sense of home and domesticity in this Theofilos's vision of the exotic.

Filtered through the artist's rich imagination, imbued with a spirit of untutored simplicity and handled with compositional discipline, confident brushwork and vibrant colour, the natural environment is transformed into the enthusiasm sparked in him by the luxuriant vegetation. Even the figure of the Saracen hunter on the bottom left is so well integrated into his natural surroundings that it becomes practically invisible. Moreover, despite being in the extreme foreground and, consequently, closer to the viewer's eye, he is much smaller in size than the lion to emphasize the grandeur of this regal animal, which with its tufted tail and magnificent heavy mane has always been a source of inspiration for Theofilos.³ Once again the painter takes full advantage of art's liberating freedom that recognizes no limitations when it comes to space, scale or perspective. The painter O. Kanellis, one of the first to discover the work of Theofilos, made the following insightful remark: "Without realizing it, Theofilos sought to illuminate the truth of Greek nature with man being part of it. His paintings are fields of shapes and patches of colour that are integral to the natural environment, helping him express an overall feeling emanating from life itself, a feeling based on pure vision and the observation of nature. When we see an outdoor scene by Theofilos we hardly think that we see the landscape from a distance, but rather that we live in it, that we actually walk through it. Any sense of distance is eliminated and we are surrounded by lush trees, pristine grasslands and crystal clear waters in a lucid, diaphanous atmosphere. Only Bonnard and Theofilos were able to convey this feeling."⁴

¹ N. Matsas, *The Tale of Theofilos* [in Greek], Estia publ., Athens 1978, p. 153.

² See G. Petris, *The Painter Theofilos*, Exandas editions, Athens 1978, p. 34 and G. Kaplani, *Theofilos, The Artist's Works at the Museum of Greek Folk Art*, Ministry of Culture, Athens 2010, p. 79.

³ N. Matsas, *The Tale of Theofilos*, Dodoni editions, Athens, p. 46.

⁴ O. Kanellis, *The Painter Theofilos* [in Greek], Tachydromos magazine, no. 379, 15.7.1961

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, 26-28 March 2014. This painting will be located in Athens during the auction.



17

MICHALIS ECONOMOU (1888-1933)

House with red tent
signed 'M. Economou' (lower left)
oil on cardboard
44.5 x 34 cm.

£20,000 - 25,000

€24,000 - 30,000

Painted before 1926.

PROVENANCE:

Private collection, France.

Discovered in France, this exquisite painting is an important addition to Economou's oeuvre. Delightfully reflected on shallow still waters, a humble seaside adobe dwelling, rendered in glowing, highly textured forms and captured in a wide range of subtle tonalities, becomes a lyrical image of subjective truth, while the human presence -suggested rather than depicted on the doorway under the red tent- seems to partake in the poetry of the scene.

The motif of the house reflected on water is a favourite and recurrent theme throughout Economou's oeuvre, echoing distant memories marked by early experiences and visual recollections of the Aegean Sea and his native port town of Piraeus.¹ 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 provided the painter a bipolarity that allowed him to express his psychological state. He sought equilibrium in his pictorial world, the same way he tried to find a balance between security and uncertainty in his private life."²

¹. See A. Kouria, *Michalis Economou* [in Greek], Adam editions, Athens 2001, pp. 27-28.

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

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



18^{AR}

NIKOS ENGONOPOULOS (1910-1985)

Gens d'Hydra, 1979

signed in Greek and dated '1979' (lower right)

oil on canvas

55 x 45 cm.

£45,000 - 60,000

€55,000 - 73,000

PROVENANCE:

Private collection, Athens.

LITERATURE:

K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no. 1092, p. 518 (illustrated).

Imbued with a genuine and deep-felt sense of Greekness, a Hydriote couple dressed in traditional local costumes stands proudly in the loggia¹ of the Tombazis mansion, one of the island's most famed architectural landmarks. Designed by Italian architects in the early 1800s, this fortress-like building, which today houses an annex of the Athens School of Fine Arts, is perched on a steep hill overlooking Hydra's harbour with its amphitheatrically built houses clearly delineated in the lucid background. Note the loggia's diligently rendered s-shaped balustrade -a signature feature of the Tombazis mansion, which dominates the middleground, underlining Engonopoulos's life-long fascination with Greek architecture. Everything, even the distant hills and the passing clouds, are conceived on a human scale framing and at the same accentuating human activity in an archetypally Greek environment.

The male figure, with his characteristic blue island vraka (breeches), matching vest and red fez, having belted on his pistol and holding a brass nautical spyglass, resembles the emblematic full size portrait of admiral Andreas Miaoulis aboard the Kos, painted in 1824 by Peter von Hess, and echoes Engonopoulos's Miaoulis from 1942. A legendary hero of the Greek War of Independence, Miaoulis was a wealthy, well-travelled Hydriote who spent the fortune he had made

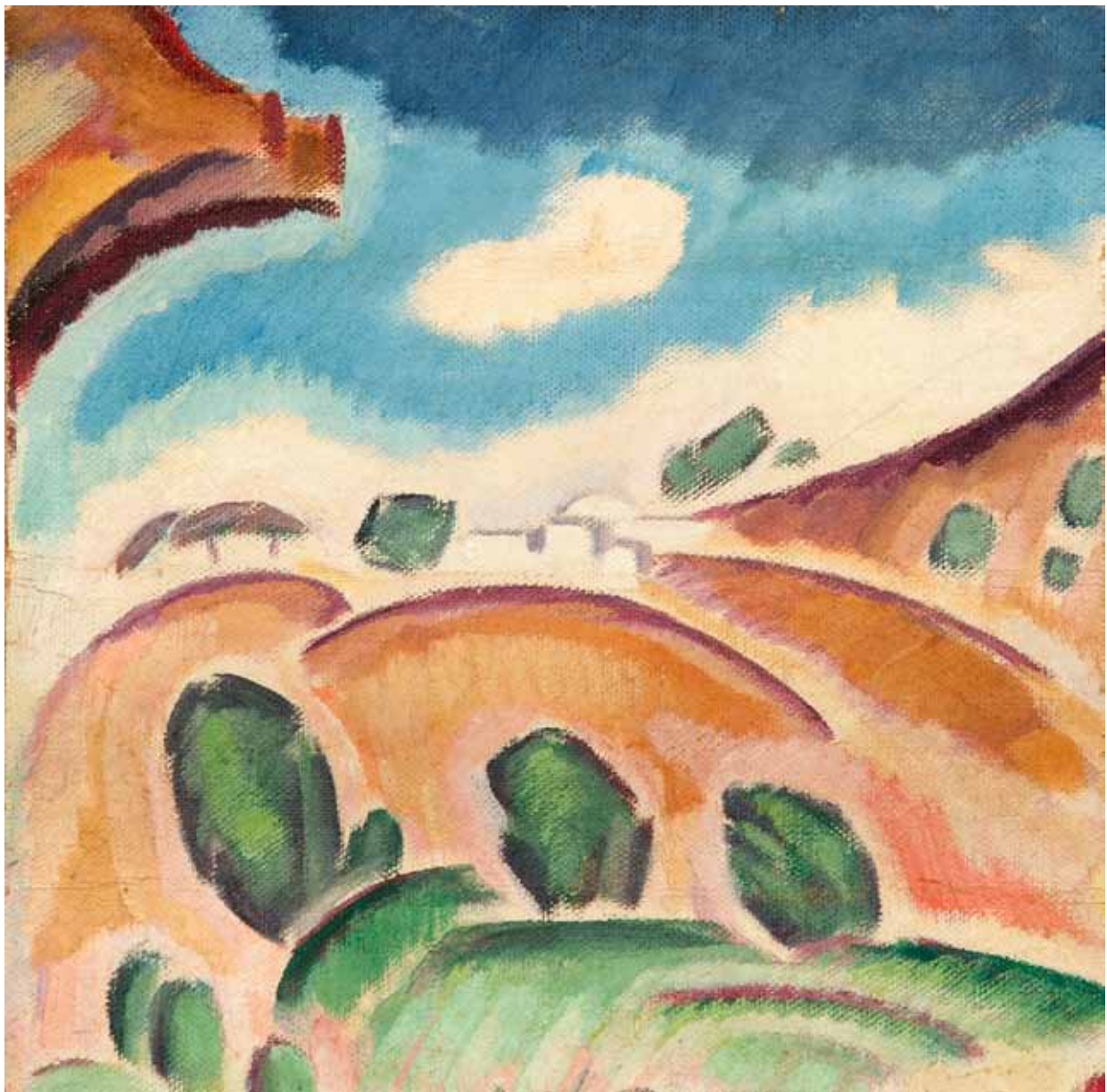
from his wheat-shipping business in the cause of Greece, setting a high example of indefatigable patriotism and continuing the island's long seafaring tradition that persists to the present day in many prominent Greek shipping families.² Next to him stands a woman in a typical Hydriote costume consisting of a headpiece bound around the neck, a long-sleeved silk shirt and a pleated green skirt with a red silk scarf tied around the waist.³ Apart from affording Engonopoulos the opportunity to render the female form, which remained a constant source of inspiration throughout his career, the portrait of the maiden is also a tribute to Athanasoula Voulgari, the artist's great-grandmother from his mother's side who hailed from the island of Hydra. Both figures are captured in striking Byzantine icon-like colours accentuated by the typically Hydriote chequered tilework, reflecting the artist's attitude towards painting, both as a long and rich tradition to draw from, as well as an ideal vehicle to probe into the inner world of Greekness.

¹. A roofed open gallery supported by columns.

². See D. Howarth, *The Greek Adventure*, Collins editions, London 1976, pp. 41-42.

³. See Greek Costumes [in Greek], National Historic Museum Collection, Athens 1993, pp. 8-11.





19^{AR}

CONSTANTINOS PARTHENIS (1878-1967)

Landscape view (from the Adoration of the Magi)

oil on canvas

34 x 34 cm.

£15,000 - 20,000

€18,000 - 24,000

Painted c. 1917-19.

PROVENANCE:

The estate of Nicholaos Parthenis (the artist's son).
Private collection, Athens.

LITERATURE:

Evgenios Matthiopoulos, *C. Parthenis*, K. Adam Editions, Athens 2008,
p. 221 (illustrated), p. 420, no 130 (referred).

One of Parthenis's most brilliantly coloured landscapes, this gem of a painting showcases the vibrancy of the artist's brushwork and the confident and mobile application of paint that characterises much of his best work. The viewer's eye follows the movement of the painter's brush, as successive chromatic touches are added to the picture surface. Every feature of the landscape appears to be animated by colour.



20^{AR}

DIAMANTIS DIAMANTOPOULOS (1914-1995)

Composition with figures
signed in Greek (lower left)
oil on canvas laid on board
32 x 40 cm.

£12,000 - 18,000

€15,000 - 22,000

LITERATURE:

Diamantis Diamantopoulos, National Gallery and Alexander Soutzos Museum, Athens 1978, no 293 (illustrated).

21^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

On the bench, 1939

signed and dated 'GHIKA 39' (lower right)

oil on canvas

54 x 73 cm.

£30,000 - 40,000

€36,000 - 49,000

PROVENANCE:

Private collection, Athens.

EXHIBITED:

Athens, British Council, November 1946, no. 10.

LITERATURE:

Ethnos newspaper, 3.12.1946 (illustrated).

D.E. Evangelidis, *The Recent Work of N. Hadjikyriakos-Ghika*, Nea

Estia journal, vol. 41, no. 468, 1.1.1947, p. 49.

Angloelliniki Epitheorisi journal, vol. 2, no. 11, January 1947, p. 363 (discussed).

The Art of N. Hadjikyriakos-Ghika, Athens 1973, p. 35.

N. Petsalis-Diomidis, *Hadjikyriakos-Ghika, Catalogue raisonné of his Paintings*, Athens 1979, no. 214, p. 227 (illustrated).

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum, Athens 2011, fig. 50, p. 116 (illustrated).









CONSTANTINOS MALEAS (1879-1928)

View of the Acropolis
signed in Greek (lower left)
oil on cardboard
50 x 69 cm.

£50,000 - 70,000

€61,000 - 85,000

PROVENANCE:

George Tsakiroglou collection, Athens, and thence by descent to the previous owner.

Bonhams Greek Sale of 11/05/2004, lot 75.

Acquired from the above sale by the present owner.

A truly magnificent work uniting reason's rule and ordered thought with the exuberance and zest of Attica's nature, Maleas' Acropolis is an initiation to the world of ideal rhythms where form and spirit reclaim their long-fragmented wholeness. Demonstrating an ingenious fusion of inner discipline and outer freedom, this verse of lyric poetry submits to the force of a timeless canon, capturing the grandeur and aura of the classical monument not as a lifeless relic of ancient glory but as a form of eternity constantly reborn in the present.¹

For Maleas this challenging quest was launched while setting his easel and standing defiantly before the mighty Acropolis. His interest in the sacred rock was renewed following his return to Athens in 1917, which gave him the opportunity to concentrate on the subject, something he couldn't do during his brief visits in the past when he lived in Thessaloniki.

Although Maleas painted what was in front of him with complete directness, he did so with deep understanding of the landscape as a complex entity. Impressionism taught him that nature was first and foremost the touchstone against which one measured art. He sought an underlying structure for his studies in color, paint and light, a kind of sturdy pictorial scaffolding that would allow him to convey a sense of endurance and permanence akin to the atmosphere emanating from the awesome site.

Bathed in the eternal Greek light, the Acropolis of Athens remains a cultural ideal and an everlasting icon of artistic excellence. It is not only an outstanding creation but also a model of perfection, a kind of absolute canon for the evaluation of all achievements.¹ The monuments on the sacred rock have always had the power to inspire wonder and stir the heart, showing the world how true and alive balanced thought can be. "Nowhere and at no time has art achieved such perfect harmony with nature as in this imposing and sublime monument. The Acropolis of Athens is the noblest altar that human genius ever erected to Beauty."²

¹ S. Kondaratos, *The Parthenon as Cultural Ideal*, Ithaca journal, no 20, November 2002, p. 10

² A. Philadelpheus, *Monuments of Athens*, History and Art Editions, Athens 1995, p. 45.





23

THEOFILOS HADJIMICHAIL (1867-1934)

Peacocks

fresco

53 x 104 cm.

£30,000 - 40,000

€36,000 - 49,000

PROVENANCE:

Private collection, Athens.

Please note that due to Greek regulation, this lot cannot be exported from Greece and will be available for viewing and inspection in Athens either by appointment or during the Athens Preview, 26-28 March 2014. This painting will be located in Athens during the auction.



24^{AR}

CONSTANTINOS PARTHENIS (1878-1967)

Prayer in the Mount of Olives
signed in Greek (lower right)
oil on canvas
92 x 80 cm.

£300,000 - 500,000

€360,000 - 610,000

Painted c. 1930.

PROVENANCE:

D. Loverdos collection, Athens.
Private collection, Athens.

LITERATURE:

The Greek Painters, 20th Century, vol. 2, Melissa editions, Athens 1975, no. 34, pp. 25-26 (discussed), p. 49 (illustrated).
T. Spiteris, *Masters of the Greek Art of the 19th and 20th Centuries*, Kastaniotis editions, Athens 1982, p. 131 (illustrated).
E. Georgiadou-Kountoura, *The Religious Work of Parthenis*, Thessaloniki, 1983, fig. 7b (illustrated).
E. Georgiadou-Kountoura, *Religious Subjects in Modern Greek Painting 1900-1940*, doctoral dissertation, Thessaloniki 1984, pp. 91-92 (discussed), fig. 91 (illustrated).
A. Kotidis, *Modernism and Tradition in the Greek Art of the Interwar Period*, Thessaloniki 1993, p. 231 (referred).
A. Xydis, *Constantinos Parthenis*, Ta Nea editions, Athens 2006, p. 109 (discussed), pp. 98, 142 (illustrated).
E. Mathiopoulos, *The Life and Work of Costis Parthenis*, K. Adam editions, Athens 2008, no. 200, p. 66 (referred), p. 423 (listed), p. 261 (illustrated).

In Parthenis's Angels flutters the spirit of Botticelli, while his Christs convey the emotional depth found in El Greco paintings.

A. Prokopiou

A stunning canvas and a highly accomplished work of audacious modernity that elaborates on the visions and breakthroughs of the early 20th century avant-garde, *Prayer in the Mount of Olives* carries the hallmarks of Parthenis's mature style, conveying an enduring sense of spiritual uplift and poetic feel.

In his comprehensive essay on the artist's oeuvre included in Melissa editions' *Greek Artists of the 20th Century*, art critic A. Xydis discussed the painting as follows: "*Prayer in the Mount of Olives* is one of the most impressive religious works by Parthenis. Employing dramatic means of expression without resorting to excesses, the artist portrays Christ praying in the Garden of Olives on his last 'free' night, while an angel offers him a chalice which he is momentarily reluctant to accept. The entire background is captured in dark blues that in some areas become totally black. Obviously, the divine light that illuminates the two figures in the foreground and protects them from the menacing night lends an even darker tone to the backdrop. Dematerialised and weightless, the oversized Angel is suspended over the kneeling Christ, who is portrayed in human dimensions. The schematised forms of the Angel, the tree and the rocks, as well as the distant lightning bolts streaking across the sky, are vaguely reminiscent of a similar painting by El Greco (Domenicos Theotokopoulos) without reproducing its contemplative atmosphere. The angular contours and harsh straight lines, which replace the soft diagonals evident in his earlier Annunciation are not dictated solely by the painting's subject. Rather, they foreshadow a shift in Parthenis's stylistic development, which would become increasingly evident in his entire output after 1930. For that reason, *Prayer in the Mount of Olives* must be dated around 1929-1930."¹

This highly important work is also discussed at length by Dr. E. Georgiadou-Kountoura in her treatise on religious subjects in Modern Greek art: *“Prayer in the Mount of Olives in the Loverdos collection is dated in 1929-1930. As in the artist’s other religious works, the action concentrates onto the two main protagonists, Christ and the Angel, and it is not debilitated by the inclusion of other figures or secondary scenes. As a result, the dramatic intensity reaches its highest point and it is sustained by purely pictorial means. The painting is a visual representation of an excerpt from the Bible, reading: ‘O my Father, if this cup may not pass away from me, except I drink it, thy will be done’.* (Luke 22:41-41 and Matthew 26:42). Christ is portrayed on his knees at the edge of a rocky outcrop, with his head and hands raised towards the heavens, in a pose of desperate invocation of his divine Father. Right above his hands, the Angel, suspended diagonally in mid-air, offers him a chalice, the symbol of his sacrifice.”

“Christ’s prayer in the Mount of Olives is a familiar subject in Eastern and Western iconographic traditions since the early Christian years,² a subject that over the years underwent various developmental changes, revisions and amendments.³ Of particular interest is the introduction in the 14th century of a new iconographical element, namely the angel holding a cross and other symbols of the divine passion,⁴ while in the West, the chalice, usually accompanied by the host, makes its debut in the 15th century. This new iconographical variation is probably the result of a misinterpretation of the Gospel’s text; Christ’s invocation ‘if this cup may not pass away from me’, found its visual equivalent in the form of a chalice held by an Angel, whose role was reversed: from a devoted supporter of Christ he turned into someone who seemed like accentuating his agony, presenting him with the symbol of his sacrifice.”

“In Parthenis’s picture, the ethereal figures of Christ and the Angel, starkly delineated against a dark blue nocturnal sky and captured in schematised forms, lend the painting a decorative rather than metaphysical appeal. Perfectly organised, the composition shares certain similarities with *The Apotheosis of Athanasios Diakos*, which was painted around the same time and included in the S. Loverdos collection.”⁵ Indeed, it seems that Parthenis used the diagonally positioned figure of the Angel as a model for the ascending hero of the Greek War of Independence in his famous *Apotheosis* painted in the early 1930s. In terms of subject choice, *Prayer in the Mount of Olives* echoes a similar scene rendered by Theotokopoulos in two series of works executed in 1590-1598 and 1605-1610. Although Parthenis dismissed all secondary elements and supplementary themes, such as the dormant apostles and the crowd of Jews led by Judas, the focused attention on the interaction of the two figures and the frugality of the compositional scheme dominated by austere harmonies of shapes and colours, endow the painting with additional vitality and enhanced content.⁶

In their handling of the same subject, El Greco and Parthenis avoided a literal rendition and showed Christ enwrapped in a mystical experience. (Compare El Greco, *The Agony in the Garden*, The Toledo Museum

of Art, Toledo, Ohio). Both artists introduced details contained in Gospel accounts but they also drew on established iconographic traditions. None of the Gospels, for example, states that the Angel bore a chalice, this symbol of Christian faith referring to the Last Supper and the sacrifice of Christ upon the Cross. Moreover, the tree stump in the left foreground in El Greco’s painting, which is almost certainly a reference to the simile of Christ as a sapling cut down in its prime (see Isaiah 53:2 and Luke 22:31), faintly resonates in the severed tree trunk in Parthenis’s work. Some scholars have also drawn attention to such Byzantine elements as the schematised rocky formation behind Christ, a telling iconographical element included in both paintings.⁷

The idealised figures, elliptical and abbreviated forms, finely segmented lines, sensitive colours and abstractive vocabulary endow the composition with a highly poetic content and moral uplift. The religious sentiment is heightened by the sparse setting, which emanates a sense of meditation and ascetic devotion; a silent spiritual experience captured in a moment of absorbed thought and conveyed without the kind of frivolous piety that characterises many western religious motifs. Deep emotion and drama are conveyed by purely formal and pictorial means. For example, the virginal white of the angel’s robe - the composition’s brightest colour- is strikingly contrasted to the dark midnight blues of the background, while the restrained linearity of the two figures is juxtaposed with the contorted tree occupying the left side of the painting, as if nature empathises with the divine drama. Colours, symmetries, horizontal and vertical beams and painstakingly calculated proportions designed to suggest minimal depth follow an aesthetic of conscious harmonisation.

The curvilinear motifs of the tree branches further enliven the scene, charging the entire composition with poetic charm.⁸ In his treatise on the representation of the tree in Greek art, Professor C. Christou notes that “the tree holds a prominent position in Parthenis’s work and his paintings of this specific subject are exceptional”,⁹ while, as early as 1920, Z. Papantoniou made the following remark: “Parthenis’s landscapes take us to the world of ideas. His eye sees into the ideal, as ours does into the natural. His humblest of trees reveals a thought.”¹⁰

All compositional elements are rendered by means of the painter’s distinct formal vocabulary: limited palette, abbreviated and dematerialised shapes, masterful design and dilute, translucent application of paint. Austere, delicate lines, which echo the simplicity of ancient Greek vase painting support with straight and curvilinear forms the compositional structure, creating a suggestive atmosphere of linear elegance and diffuse idealism. Note the gentle inclination of the Angel’s head and Christ’s handsome countenance captured in sharp profile adhering to archaic and classical Greek models. Every inch of the pictorial surface shows how the painter exploited the essentially expressive nature of his formal repertoire to offer a poetic, idealised experience. “It can be argued that in Parthenis’s work the artist’s pronounced religiosity



is identified with his formal means; in other words he considered symbols the various formal and visual elements that made up his compositions, the same way the Pythagoreans thought of the very numbers to be symbols themselves. Parthenis's religiosity is manifested in his listening to his inner voice, which makes him extol the world."¹¹

In his religious paintings Parthenis was not only inspired by ancient sources but also drew from Byzantine art, European symbolism, Art Nouveau, the *Jugendstil* and Cubism, while preserving a distinctive Greek character. As noted by Professor A. Kotidis, the artist "introduced forms from Byzantine iconography, as well as characteristics that reflect its expressive means: among those are the peculiar, two-dimensional perspective and the austerity and saintliness of his figures. He enriched those characteristics with angular outlines which he derived not only from Byzantine art but also from cubism; indeed cubism seems to have been the 20th century avant-garde movement that made the greatest impression on Parthenis."¹²

"In Parthenis's oeuvre the great tradition of cubism undergoes a significant transformation: its purely materialistic character showcased in the works of Braque and Picasso is replaced by a symbolic-idealistic spirit not found, at least to my knowledge, in any other post-cubist work. Without rejecting the tenets of modernism, as some artists of his calibre, such as de Chirico and Derain, had done around the same time, he boldly advanced towards an organic fusion of modernist principles with the idealism inherent in symbolist subjects."¹³ His genius lay in the fact that he managed to formulate an eclectic artistic language that claims the eye and provokes the viewer's emotional and spiritual participation. As noted by former Athens National Gallery Director D. Papastamos, "Parthenis's art reflects the vision of an artist loaded with age-old memories and entranced by the dynamism and boldness of the twentieth century."¹⁴

From 1920 onwards, almost all of Parthenis' output is devoted to symbolist and allegorical compositions, "marked by a persistent absorption in an ideal world, a world that soars loftily in the heights of Ideas,"¹⁵ "as if a transient melody from a distant harp fades away before registering on our consciousness."¹⁶ "His mastery of the idealistic potential of the curvilinear, his understanding of the mysteries of colour, the plasticity of his dynamic and so anti-academic nudes, the removal of the incidental and the individualistic from his human landscapes - all attest to Parthenis's faith in a lofty ideal expressed with an impeccable technique."¹⁷

The 1920s was also a period when, besides liberal politicians and businessmen, Parthenis was supported by prominent and more conservative bankers and leading members of the establishment, including the Chairman of the National Bank of Greece Dimitrios Maximos and the founders of Laiki Bank Spyros and Dionysios Loverdos. Parthenis's relationship with the Loverdos brothers was particularly close. As patrons of the arts, they consistently supported him, acquiring important and emblematic works, including the historic *Apotheosis of Athanasios Diakos* and the magnificently contemplative *Prayer in the Mount of Olives*, at exceptionally high prices and entrusting him with the artistic supervision of the Dionysios Loverdos Museum of Byzantine and post-Byzantine art. "Considering the deep religiosity of Parthenis and the Loverdos brothers, we could posit that these two cultured intellectuals and art-loving bankers exercised a highly productive influence on the painter, whole-heartedly and open-handedly supporting the establishment of a modernist neo-Byzantine artistic style."¹⁸

Through his subjective interpretation and personal formulation of style, Parthenis laid the foundations of Modern Greek painting. Today he is unanimously acknowledged as the first Greek to shape an artistic paradigm based on the country and its destiny, distancing Modern Greek painting from the academic tradition and turning it towards liberal artistic movements and indigenous cultural experiences. Through

the freedom of his artistic choices, the individualised use of multiple formal elements, the boldness of his subjective interpretation and the personal formulation of style, he gave the Greeks the first example of a free creative spirit.¹⁹ As perceptively noted by D. Papastamos, "Parthenis is the most important advocate for a return to the roots in the history of Modern Greek art, an artist who fully utilised the entire Greek aesthetic tradition starting out from where El Greco left off."²⁰

¹. A. Xydis, "Constantinos Parthenis (1878-1967)" in *The Greek Painters, 20th Century*, vol. 2, Melissa editions, Athens 1975, pp. 25-26.

². Examples include the 6th c. mosaics in St. Apollinaire in Ravenna, the Rossano Codex, the c.600AD Augustinus Codex in Cambridge, the 12th c. mosaic at the Nea Moni on the island of Chios, the Duomo in Monreale, Sicily, the 14th c. St. Nikolaos in Thessaloniki, as well as Serbian monuments, Mount Athos monasteries etc.

³. See L. Réau, *Iconographie de l' Art Chrétien*, II, Paris 1957, pp. 427-431; G. Schiller, *Iconographie der Christlichen Kunst*, 2, Gütersloh, 1968, pp. 58-61.

⁴. See G. Millet, *Monuments de l' Athos*, I, Paris 1927, fig. 70, 2.,

⁵. E. Georgiadou-Kountoura, *Religious Subjects in Modern Greek Painting 1900-1940*, doctoral dissertation, Thessaloniki 1984, pp. 91-92.

⁶. See E. Georgiadou-Kountoura, *The Religious Work of Parthenis*, Thessaloniki, 1983, pp. 50-51.

⁷. See *El Greco*, exhibition catalogue, The Metropolitan Museum of Art, New York, 2003, p. 152.

⁸. Compare *Seaside landscape* (C. Christou, C. Parthenis Vienna Paris-Athens, Foundation for Hellenic Culture, Athens 1995, p. 64).

⁹. C. Christou, "The Tree in the Greek Art of the 19th and 20th Century" [in Greek] in *The Tree, a Source of Inspiration and Creativity in Greek Art*, exh. cat., Averoff Museum, Metsovo and Nicosia Contemporary Art Center, Nicosia 1993, p. 19.

¹⁰. Z. Papantoniou, "The Art of Parthenis" [in Greek], *Patris* daily, 19.1.1920.

¹¹. E. Mathiopoulos, "The Voice and Silence of C. Parthenis" [in Greek], *Utopia* magazine, no. 1, May-June 1992, p. 152.

¹². A. Kotidis, "The Influence of Hellenic Art on the Work of C.

Parthenis", *Actes du XVIII^e Congrès de l' AICA*, Greece, 1984, p. 150.

¹³. A. Kotidis, *Modernism and Tradition* [in Greek], University Studio Press, Thessaloniki 1993, p. 238.

¹⁴. D. Papastamos, *Painting 1930-1940*, Astir Insurance publ. Athens, 1981, p. 68

¹⁵. A. Kotidis, "The Influence of Hellenic Art on the Work of C. Parthenis", *Actes du XVIII^e Congrès de l' AICA*, Greece, 1984, p. 149

¹⁶. S. Lydakis, "The Stylistic Evolution of Constantinos Parthenis" [in Greek], *Zygos* magazine, no. 50, November-December 1981, p. 21

¹⁷. Z. Papantoniou, "The Art of Parthenis" [in Greek], *Patris* daily, 19.1.1920

¹⁸. E. Mathiopoulos, C. Parthenis, *The Life and Work of Costis Parthenis* [in Greek], Adam publ., Athens 2008, pp. 66-68.

¹⁹. See C. Christou, *Greek Painting 1832-1922* [in Greek], National Bank of Greece, Athens 1993, pp. 108-114 and H. Kambouridis-G. Levounis, *Modern Greek Art, The 20th Century*, Athens 1999, pp. 40-42

²⁰. D. Papastamos, *Painting 1930-1940*, Astir Insurance publ. Athens, 1981, p. 14-15.

25^{AR}

GERASSIMOS STERIS (1898-1987)

Three Figures
signed in Greek (lower left)
oil on canvas
90 x 67.5 cm.

£30,000 - 40,000

€36,000 - 49,000

PROVENANCE:

George Tsakiroglou collection, Athens and thence by descent.
Bonhams Greek Sale of 23/05/2006, lot 102.
Acquired from the above sale by the present owner.

'I awoke with a marble head in my hands'

G. Seferis

Mysterious imagery, obscure symbols and mythical allusions lend a dream-like ambiance to the work of Gerassimos Steris. Drawing from the tradition of symbolist painting, early cubism, art nouveau and the luminous metaphysical ensembles of G. de Chirico, his work communicates a lyrical atmosphere of meditation and poetic nostalgia. "One of the few instances when modern Greek painting, harmoniously combining familiar symbols with an international expressive vocabulary, acquired a global perspective."¹

In *Myth*, the subdued palette, reductive schematisation of form and sculptural quality of the figures are typical of the painter's mature, enigmatic style. His figures, lost in a maelstrom of thought, draw their origins from the idealistic tradition of ancient Greek sculpture. This feeling of trancelike immobility, the introversion and timeless quality of the figures, convey the viewer to a heroic past, an austere world of archetypal forms, into the cave of platonic ideas. "His figurative compositions demonstrate a static calmness and conciseness, a monumental solidity and reserved expressiveness, qualities that may be termed archaic."² Steris himself said that he would be happy if he could comprehend the ancient Greek vision, the paganism we see crystallized in the pediments of ancient temples.³ In this luminous painting, Steris seeks the roots of his Greekness (the defining pursuit of the 1930s generation) and,

by aspiring to graft them onto the tradition of the European avant-garde, he creates an enigmatic world of poetic fantasy.⁴ In a reference to Steris, Nobel laureate O. Elytis observed that "this most pellucid of modern Greek painters also happened to be the most mysterious."⁵

Steris was one of the first Greek artists to realize that Modern Greek art involved not mere stylistic and formal upgrading but also a tenacious process of ideologically attuning a historic land to the new international climate of cultural consolidation, within which it was obliged to act as a responsible guardian of a global heritage. His first exhibition in Athens (1931) caused a stir and provoked a heated theoretical debate, illustrating more general views concerning the ideological coordinates of Greek modernism.

¹. H. Kambouridis-G. Levounis, *Electronic Gallery of Modern Greek Art* [in Greek], Athens 1997

². N. Misirli, *Steris* (exhibition catalogue), National Gallery - A. Soutzos Museum, Athens 1982, pp. 15, 17

³. Macedonia daily, 13/12/1935

⁴. See H. Kambouridis – G. Levounis, *Modern Greek Art, The Twentieth Century*, Athens 1999, p. 112

⁵. O. Elytis, 1978 as reprinted in Steris, p. 9





26^{AR}

YIANNIS TSAROUCIS (1910-1989)

Tsamiko and zeibekiko

signed, titled in Greek and dated '20-5-78' (on the reverse)

tempera on paper laid on canvas

20 x 79.5 cm.

£15,000 - 20,000

€18,000 - 24,000

PROVENANCE:

Acquired from the actor George Orphanos by the present owner.





27 (b)

27^{AR}

NIKOS ENGONOPOULOS (1910-1985)

a) Scholiastes d' un texte futur/Composition with lamp, 1958

signed in Greek (lower right)

oil on canvas

92 x 73 cm.

(b) Scholiastes d' un texte futur/Composition with lamp, 1958 (drawing)

signed and stamped (lower left)

charcoal and pencil on paper

92 x 72 cm.

(2)

£100,000 - 150,000

€120,000 - 180,000

Painted in 1958.



27 (a)

a)EXHIBITED:

Athens, Zappeion Hall, 7th Panhellenic Exhibition, April 21 - June 1, 1963, no. 156.
Athens, National Gallery - A. Soutzos Museum, Nikos Engonopoulos retrospective, April 3-15, 1983, no. 37.
Thessaloniki, Municipal Gallery, *Nikos Engonopoulos, As Handsome as a Greek*, 1997, no. B3.
Athens, Astrolavos Gallery, *Nikos Engonopoulos, Surrealist Whispers*, 2002, no. 7.

a)LITERATURE:

The Greek Painters, vol. 2, 20th Century, Melissa editions, Athens 1975, p. 262 (referred), p. 284 (illustrated).
B. Spiliadi, *Visual Remouldings*, exhibition catalogue, Nees Morfes Gallery, December 1979, p. 15 (illustrated).
Athens News newspaper, 4.11.1985 (illustrated).
Athinorama magazine, 7.11.1985, p. 67 (illustrated).
M. Marangou, *Nikos Engonopoulos. The Painter. A Surrealist with Greek Colours*, Eleftherotypia newspaper, 1.11.1985 (illustrated).
Nikos Engonopoulos, Drawings and Colours, Ypsilon Books editions, Athens 1996, p. 138 (illustrated).
Politis magazine, 15.12.2002, p. 8 (illustrated).
D. Vlachodimos, *Reading the Past in Engonopoulos*, Indiktos editions, Athens 2006, fig. 80 (illustrated).
D. Menti, *Faces and Facades, Literary Identity Interpretations in Modern Greek Poets*, Gutenberg editions, Athens 2007, p. 118 (referred).
K. Perpinoti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no. 600, p. 92 (illustrated), p. 459 (illustrated).

b)EXHIBITED:

Thessaloniki, Municipal Gallery, *Nikos Engonopoulos, As Handsome as a Greek*, 1997, no. B2.
Athens, Astrolavos Gallery, *Nikos Engonopoulos, Surrealist Whispers*, 2002, no. 6.

b)LITERATURE:

Nikos Engonopoulos Sketches and Colours, Ypsilon Books editions, Athens 1996, p. 136 (illustrated).

Flooded with light and colour and bathed in a translucent atmosphere of dazzling clarity and glow, this exquisite painting from the late 1950s is recognised in Melissa editions The Greek Painters as one of the finest examples of the artist's mastery of colour.¹ The glittery yellow, green and orange tunics worn by the three standing figures and the enamel-like blues and reds of the background, applied side by side on the canvas without tonal gradations, invite the viewer to a festive ritual of pure colour handled with conscious daring, unique aptitude and undisputed love. As noted by art critic M. Gyparakis, Engonopoulos is a dedicated coloriste, adhering to a long and rich Greek tradition that goes way back to the Homeric epics, a world full of colours that are bound with natural elements, human acts and everyday objects.² Errieti Engonopoulou, the artist's daughter, holds that "for him each colour has its own value, its own voice"³, much the same way as in Byzantine art, which Engonopoulos always considered an art form Greeks closely relate to.

The three phantom-like mannequin figures holding a lamp, a book and a statuette, introduce us to an enigmatic world of poetic metaphor,

apparently glorifying an unknown heroic or epic event that echoes the didactic description of Byzantine icon painting and the high rhetoric of the artist's beloved teacher C. Parthenis, or seemingly intended, as the title suggests, to be an ironic comment on art and literary criticism. (A similar reference to future text annotations was made by Engonopoulos in his poem "In the Lyrical Chimneys", The Clavichords of Silence, 1939).⁴ Elegant, athletic and full of youthful virility, the three scholiasts chant the glory and beauty of the human figure. As noted by Athens National Gallery Director M. Lambraki-Plaka, "Engonopoulos's figures may draw their origin from Giorgio de Chirico but they are unmistakably Greek, reminiscent of the Minoans immortalised on the Knossos frescoes and the early kouroi, while alluding to the tall and slender formula of the Byzantine saints also evident in El Greco's work."⁵ Likewise, Professor D. Papastamos notes that "Engonopoulos's heroes are not 'disquieted'; on the contrary they fully experience an everyday reality still bound with tradition and eastern myths."⁶ "I am not interested in the face" the great Greek surrealist often remarked. "It's only the body that I paint. I love it because it is the chalice of life. As sparkling as life is when young."⁷

The visual act takes place in a shallow indoor space reminiscent of a stage set and accentuating the sense of theatricality which is a key element of Engonopoulos's work. As noted by art historian P. Rigopoulou, the artist never hesitated to explore the correlations between theatrical and pictorial space and introduce the theatrical into his painting.⁸ "The lack of vast open spaces and supernatural landscapes whose sheer size nullifies the human scale is a typically Greek element. Engonopoulos's work emulates Greece's natural environment, a setting that both frames and accentuates human activity."⁹ Standing in front of a fastened curtain and illuminated by a circular glow reminiscent of a theatrical spotlight, the three protagonists of this 1958 visual act recall a text by Engonopoulos written a few years later: "The curtain is drawn, and under the stage lights, with the most harmonious moves, in a coordinated whole, amidst colours and music, every human dream comes alive, flooding the soul with guileless joy, far from the obligations and obstacles of grim reality."¹⁰

¹. S. Boulankian, *Nikos Engonopoulos* [in Greek] in The Greek Painters, vol. 2, 20th Century, Melissa editions, Athens 1975, p. 262.

². *Nikos Engonopoulos, Drawing or Colour* [in Greek], Ikaros editions, 2007, p. 126.

³. E. Engonopoulou, *Freedom and Discipline* [in Greek] in Nikos Engonopoulos, *The Painter and the Poet*, Kathimerini newspaper (Epta Imeres), 25.5.1997, p. 23.

⁴. See D. Menti, *Faces and Facades, Literary Identity Interpretations in Modern Greek Poets* [in Greek], Gutenberg editions, Athens 2007, p. 118.

⁵. M. Lambraki-Plaka *The Timeless Pantheon of Nikos Engonopoulos* [in Greek], Filologiki quarterly, no. 101, October-November-December 2007, p. 9.

⁶. D. Papastamos, preface to the exhibition catalogue of Nikos Engonopoulos retrospective [in Greek], National Gallery-A. Soutzos Museum, Athens 1983, p. 8.

⁷. Apogevmatini daily, 2.8.1969. See also *An Interview with Nikos Engonopoulos* [in Greek], Manna, no 5, May 1974.

⁸. P. Rigopoulou, *Nikos Engonopoulos* in D. Tsouchlou-A.Bacharian, *Stage-Setting in Modern Greek Theatre* [in Greek], Athens 1985, p. 141.

⁹. Boulakian, p. 261.

¹⁰. Written in 1961 and reprinted in N. Engonopoulos, *Works in Prose* [in Greek], Ypsilon, Athens 1987, p. 30.



28^{AR}

VASSILIS FOTOPOULOS (1934-2006)

Nikiforos Fokas

inscribed around the edges

egg tempera on panel

102 x 54 cm.

£5,000 - 7,000

€6,100 - 8,500

CONSTANTINOS MALEAS (1879-1928)

View of Lavrio
signed in Greek (lower right)
oil on cardboard
32.5 x 49 cm.

£20,000 - 30,000

€24,000 - 36,000

PROVENANCE:

Private collection, Athens.

An inspired transformation of an ascetic coastal landscape into a powerful visual language of undulating forms, this strikingly beautiful painting, which may have been included in Maleas's 'Attic Seashore' series exhibited in 1920-1921, perfectly justifies the artist's reputation as the quintessential master of the Greek landscape. (Compare Lavrio, 1918-1920, National Gallery - A. Soutzos Museum, Athens). Focusing on shapes and textures rather than realistic details and using richly-layered brushstrokes, sharp outlines and bold colouring, the artist entrusted his subject to the truth of vision, creating a dynamic tension between nature and abstraction, surface pattern and depth. Following in the steps of the great Cézanne who exhorted painters to look for solidity and permanence, he rendered the natural environment not only as coloured patterns of light that would have satisfied an impressionist eye, but also as a complex system of volume, mass and structure, venturing to penetrate into the inner world of the landscape and discover its enduring character and essential content.

Similarly, Maleas endeavoured to transcend impressionism in the rendering of space, suggesting recession into depth not by diminution of tonal contrast but through arrangement of form in a sequence of planes. The distant mountains are as lucid and vibrant as the foreground rocks, while both land and sky, with their pronounced materiality and whirling, full-bodied forms, participate equally in the miracle of nature. This emphasis on the curvilinear results in a dynamic and rhythmical work, rich in expressive content, recalling the influential aesthetic writings of P. Yannopoulos: "The unique lines of the Greek outdoors create beautiful, rounded shapes, occasionally soaring upwards with vigorous, adolescent agility only to return with a seagull's lightness to a gentle rhythm."¹

¹ P. Yannopoulos, *The Greek Line*. [in Greek], Anatoli magazine, March 1903.







30^{AR}

THANOS TSINGOS (1914-1965)

Fleurs sur fond rouge

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

oil on canvas

50 x 61 cm.

£5,000 - 7,000

€6,100 - 8,500



31^{AR}

THANOS TSINGOS (1914-1965)

The harbour of Mykonos

signed and dated 'TSINGOS 61' (lower right)

oil on canvas

72.5 x 92 cm.

£15,000 - 20,000

€18,000 - 24,000

PROVENANCE:

Bonhams Greek Sale of 24/05/2005, lot 141.

Acquired from the above sale by the present owner.



32



33



34

32 * AR

YANNIS GAÏTIS (1923-1984)

Untitled
signed 'Gaitis' (upper left)
oil on canvas
46 x 55 cm.

£5,000 - 7,000
€6,100 - 8,500

PROVENANCE:

Private collection, Brazil.

33^{AR}

YANNIS GAÏTIS (1923-1984)

Untitled
signed 'Gaitis' (lower right)
oil on canvas
38 x 55 cm.

£5,000 - 7,000
€6,100 - 8,500

Painted in 1963-64.

PROVENANCE:

Private collection, France.
Private collection, Athens.

LITERATURE:

Catalogue raisonné de l'oeuvre de Yiannis Gaitis, Angers 2003, no 645, p. 190 (illustrated).

34^{AR}

ALECOS FASSIANOS (BORN 1935)

Blue cyclists
signed 'A. Fassianos' (upper centre)
oil on canvas
100 x 99.5 cm.

£15,000 - 20,000
€18,000 - 24,000

35^{AR}

YIANNIS MORALIS (1916-2009)

Girl going into the sea, 1974

signed in Greek and dated '74' (upper left); signed and dated 'Yannis MORALIS/Athènes Grèce/1974' (on the reverse)

oil on canvas

116 x 85 cm.

£80,000 - 120,000

€97,000 - 150,000

Painted in 1974.

PROVENANCE:

Tassos Zoumboulakis Gallery, no 26.

Private collection, Athens.

EXHIBITED:

Athens, Zoumboulakis Gallery, March 1978, no. 26 (illustrated in the exhibition catalogue).

LITERATURE:

Sima magazine, no. 22, March-April 1979, p. 48 (illustrated).

Yannis Moralis, Commercial Bank of Greece Group of Companies, Athens 1988, no. 250, p. 254 (illustrated).

In his seminal 1987 essay on Moralis's oeuvre, former Athens National Gallery Director D. Papastamos singled out and discussed 15 major works, only two of which were held in private collections. One of these two was *Girl going into the sea*, a painting he considered a milestone in the artist's career.¹

Gracefully lifting her skirt and cautiously testing the cool waters of the Aegean on a hot summer day, the young bather -one of these lovable female forms created by the Muses and the Hours, as Ghika once described them,² glows like a time-softened marble kore brought to light in a Greek garden. As noted by Nobel laureate O. Elytis "by using a limited vocabulary of form, in which recurrent and opposing curves of ochres and blacks dominate, Moralis has succeeded -in a manner unprecedented in Greek art- to transform the language of the natural world into a purely optical phenomenon. Memories and encounters are repeatedly distilled until they blend into forms of great simplicity and precision. The bodies of young girls emerge with the dampness of the sea, like magnified fragments of ancient Greek vases or miniature frescoes from a bygone place of worship."³

Although embraced by the summer sun, the young bather is not lit by the light of day. There isn't a single reflected glint that would give even a momentary glow to her nude body. Instead, she is imbued with her own light, the same eternal light of Byzantine art which does not derive from a specific source but emanates from within.⁴ Instead of setting out to capture the fleeting moment, as an impressionist would do, Moralis aims to transform the human figure into a monumental, timeless form. By sacrificing descriptive detail, rejecting the illusion of space, avoiding tonal gradations and emphasising only the essential structural elements, Moralis expressed what is permanent and universal.

The poetic schematisation of form, the shallow compositional depth reminiscent of sculptural relief and the serene rhythm dictated by the classical sense for human scale, compose an evocative representation that echoes the timeless values of ancient Greek art. True to his heritage and yet utilising a formal vocabulary perfectly balanced to the scale of contemporary sensitivity, Moralis sought the realisation of a classical ideal: the discovery of a universal measure for lyrical feeling and intellectual thought. His pure forms and abstractive surfaces are the distilled essence of human presence.

"Dedicated to the human figure, particularly the female one, Moralis has given us some of the most significant and intrinsic aspects of 20th c. art -not only of Greek but of world art. In his fragmented and elliptical figures and in the wealth of his linear compositions and chromatic statements, Moralis neither describes nor narrates but expresses and interprets the cosmological forces of creation."⁵ Through the rhythmically opposed and gently flowing curves of his magnificent girls we actually worship the eternal continuation of life.⁶

¹. See Yannis Moralis, *Commercial Bank of Greece*, Athens 1988, p. 22.

². N. Chatzikyriakos-Ghika [in Greek], *Nea Estia* magazine, no. 1245, 15/5/1979.

³. O. Elytis, preface to the Moralis exhibition catalogue, Iolas-Zoumboulakis Gallery, Athens 1972.

⁴. See M. Chatzidakis, *Yannis Moralis*, *Zygos* magazine, no. 80, July 1962, p. 6; M. Chatzidakis, *Yannis Moralis*, *The Charioteer* review, vol. 1, no. 1, Summer 1960, pp. 56-62.

⁵. C. Christou, *Moralis*, Adam publ., Athens 1993, pp. 20, 33, 34

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



36^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

River and Rushes

signed and dated 'Ghika/66' (lower right); signed, dated and titled
'Ghika/66/River and Rushes' (on the reverse)

oil on canvas

99 x 73 cm.

£40,000 - 60,000

€49,000 - 73,000

PROVENANCE:

Private collection, London.







37^{AR}

ALECOS CONDOPOULOS (1905-1975)

The abduction of Europe/Composition, 1959
signed in Greek and dated '959' (lower left)
oil on cardboard
160 x 242.5 cm.

£40,000 - 60,000

€49,000 - 73,000

PROVENANCE:

Private collection, Athens.

EXHIBITED:

Venice, 30th Biennale International Exhibition, 1960 (listed in the exhibition catalogue, no. 1, p. 253).
Athens, National Gallery - Alexandros Soutzos Museum, *Alecos Condopoulos*, March 1976, no. 74 (illustrated in the exhibition catalogue).

LITERATURE:

T. Spiteris, Grèce, 30me Biennale de Venice 1960 (listed).
Avgi newspaper, 15.8.1975.
Eleftheros Kosmos newspaper, 15.8.1975.
Kathimerini newspaper, 19.8.1975 (photo of the artist in front of the painting).
Alecos Condopoulos, In Memoriam, exhibition catalogue, Papageorgiou gallery, Athens 1975, cover page (photo of the artist working on the painting).
Alecos Condopoulos, Athens 1979, no. 156 (illustrated).
Alecos Condopoulos 1905-1975, exhibition catalogue, Municipal Library of Aghia Paraskevi - Cultural Centre, May 1986 (photo of the artist in front of the painting).
Alecos Condopoulos Retrospective Exhibition of Paintings, A. Condopoulos Municipal Gallery, Lamia 1996, p. 51 (referred).
Alekos Condopoulos, Municipal Library of Aghia Paraskevi - Alekos Kondopoulos Museum, September 1999, p. 2 (photo of the artist in front of the painting).

This monumental work is the largest and most impressive of the eleven paintings by Condopoulos that represented Greece at the 1960 Venice Biennale. The artist's showing at this prestigious international art exhibition met with resounding success and contributed significantly to the establishment of abstraction as the dominant language of Greek modernism. All the paintings included in the Biennale were acquired

by European and American collectors, while a few years later, his entire body of work shown in Ann Arbor, Michigan, was purchased by the Forsythe Gallery. Critical reviews were equally enthusiastic, hailing him as a pioneer of postwar abstraction on an international level. Art critic Jean Paul Slusser, in his article "Traditional European Charm in Condopoulos's Abstract Painting," noted: "Condopoulos's art manifests all the gracefulness of oil painting to such a degree that today no American painter, not even a dedicated member of the New York School, can or could ever dream to accomplish."¹

Straight lines and shredded shapes, weighted colours and lyrical tones, solid volumes and gestural markings gently overlap and interlock in a quest for balance between order and emotion, aspiring to the creation of a new visual cosmos. Nevertheless, though the painting can be read as a non-objective landscape of abstract marks, it doesn't lose sight of the real. From within its capacious forms and surfaces, where colour tends to devour shape, something organic emerges, echoing the artist's earlier figurative period and reminiscent of his lifelong studies in ancient Greek art. The title itself refers to the abduction of Europa, daughter of Agenor king of Tyre, by Zeus who, having taken the form of a bull, swam with her on his back to the island of Crete, where the young princess gave birth to Minos, Rhadamanthus and Sarpedon. As noted by former Athens National Gallery Director D. Papastamos, "having studied with great passion the ideal proportions and 'gold mean' of Ancient Greek art, it was impossible for Condopoulos to let himself be carried away by a frenzied game of colours deprived of any deeper meaning and contemplation."²

¹. Reprinted in Greek, Zygos journal, no. VI-65, July 1965, p. 79.

². D. Papastamos, *The Abstract Imagery of Condopoulos's Painting* [in Greek] in Alecos Condopoulos 1905-1975, Municipal Library of Aghia Paraskevi - Cultural Centre, 1986.





38(b)



38(a)



39

38^{AR}

PANAGIOTIS TETSIS (BORN 1925)

Landscapes (a pair)
both signed in Greek (lower right)
oil on panel
29.5 x 19.5 cm and 10.5 x 51.5 cm
(2)

£6,000 - 8,000

€7,300 - 9,700

PROVENANCE:

Acquired from Argo Gallery in 1990 by the present owner.

These works are registered in the e-archive DAMSpace of ISET (Institute of Contemporary Greek Art) under the numbers AR0537_PHWR_00381 and AR0537_PHWR_00379 respectively).

39^{AR}

PANAGIOTIS TETSIS (BORN 1925)

Still life
signed in Greek (lower right)
watercolour on paper
55.5 x 74 cm.

£6,000 - 8,000

€7,300 - 9,700

This work is registered in the e-archive DAMSpace of ISET (Institute of Contemporary Greek Art) under the number AR0537_PHWR_00380.

40^{AR}

ALECOS FASSIANOS (BORN 1935)

Feu de bengale, 1984/A firecracker for you my love, 1984
signed in Greek and dated '84' (upper right)
oil on canvas
170 x 140 cm.

£45,000 - 65,000

€55,000 - 79,000

PROVENANCE:

Private collection, Athens.

EXHIBITED:

Thessaloniki, Macedonian Museum of Contemporary Art, *A. Fassianos 1953-1993 Paintings*, September 1993, no. 140 (illustrated in the exhibition catalogue, no. 108, p. 145).

LITERATURE:

Fassianos, Adam editions, Athens 1990, p. 59 (illustrated).
P. Cabanne, D.T. Analis, *Fassianos*, Éditions de la Différence, Paris 2003, p. 153 (illustrated).
Alecoss Fassianos, Ta Nea - K. Adam editions, Athens 2007, p. 30 (illustrated).



41

MICHALIS ECONOMOU (1888-1933)

In the field
signed 'M. Economou' (lower right)
oil on canvas laid on board
58 x 74 cm.

£30,000 - 50,000

€36,000 - 61,000

Painted c. 1925-1933.

PROVENANCE:

Acquired from the artist by the grandfather of the present owner, and thence by descent.

Rendered in a markedly upward view under the cloudless Greek sky, a sea of yellow grain interspersed with gleaming daubs of red and white blossoms dominates the scene, allowing the artist to elevate the horizon in the vein of Gauguin and van Gogh and extend the pictorial surface to the limits of the canvas. While the planar arrangement of space along with the vivid colouring and the energetic brushwork contribute greatly to the overall effect of the painting, the narrative elements and especially the two peasants at work in the middle-ground take on considerable significance as well, since they represent fixed points of reference that hold the viewer's attention. Economou was concerned not only with elaborating on pictorial and formal issues raised by the modernist avant-garde but also with harmoniously incorporating the human presence into the surrounding space.

Highlighted by bold touches, the figures blend in with their environment, suggesting that human beings are part of a universal natural order. Such an inspired 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 wheat fields (compare Vincent van Gogh, *Wheat Fields with Reaper at Sunrise*, 1889, Van Gogh Museum, Amsterdam).

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





42^{AR}

SPYROS VASSILIOU (1902/3-1984)

Events

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

oil, gold leaf and mixed media on canvas

115 x 196 cm.

£15,000 - 18,000

€18,000 - 22,000

PROVENANCE:

Spyros Vassiliou himself gifted this painting to the father of the present owner, stressing that it depicts the sunrise the day after the fall of the dictatorship







43

43^{AR}

ALECOS FASSIANOS (BORN 1935)

The desired watermelons
signed in Greek (upper right)
oil on canvas
50 x 100 cm.

£10,000 - 15,000

€12,000 - 18,000

44^{AR}

GERASSIMOS STERIS (1898-1987)

Sexism
oil on cardboard
100 x 78 cm.

£20,000 - 30,000

€24,000 - 36,000

PROVENANCE:

The estate of the artist.
Sotheby's Greek Sale of 10/05/2004, lot 47.
Acquired from the above sale by the present owner.



CONSTANTINOS MALEAS (1879-1928)

Landscape

signed in Greek (lower right)

oil on panel

38 x 51 cm.

£20,000 - 30,000

€24,000 - 36,000

Painted c. 1924-1928.

PROVENANCE:

Private collection, Athens.

LITERATURE:

A. Kotidis, *Constantinos Maleas (1879-1928)*, Adam editions, Athens 2000, p. 243 (referred), no. 284, p. 349 (listed), no. 175, p. 233 (illustrated).

As noted by Professor A. Kotidis who prepared the artist's monograph, this exquisite landscape from the mid-1920s, with its schematised forms, powerful outlines and monumental rendering of volumes is a fine example of Maleas's mature period.¹ Demonstrating bold handling of line, colour and form, the artist transformed the stimuli of the visible world into an abstract language of signs masterfully articulated around a solid architectural structure of strong verticals defined mainly by the foreground tree trunk and counterbalancing horizontals that cut through the picture plane.

A restless mind, Maleas travelled extensively in mainland and insular Greece during the 1920s, attentively studying the defining features of this age-old land. "Wherever he discovered a viewpoint that met his aesthetic criteria, he immediately engaged in an exhaustive discourse with nature that didn't end before he captured all its chromatic brilliance and radiating poetry."² "The countless sense impressions he gathered during these travels are orchestrated in a poetic dream, reflecting not the world of appearances but the way he wanted to see, feel and experience the natural environment."³

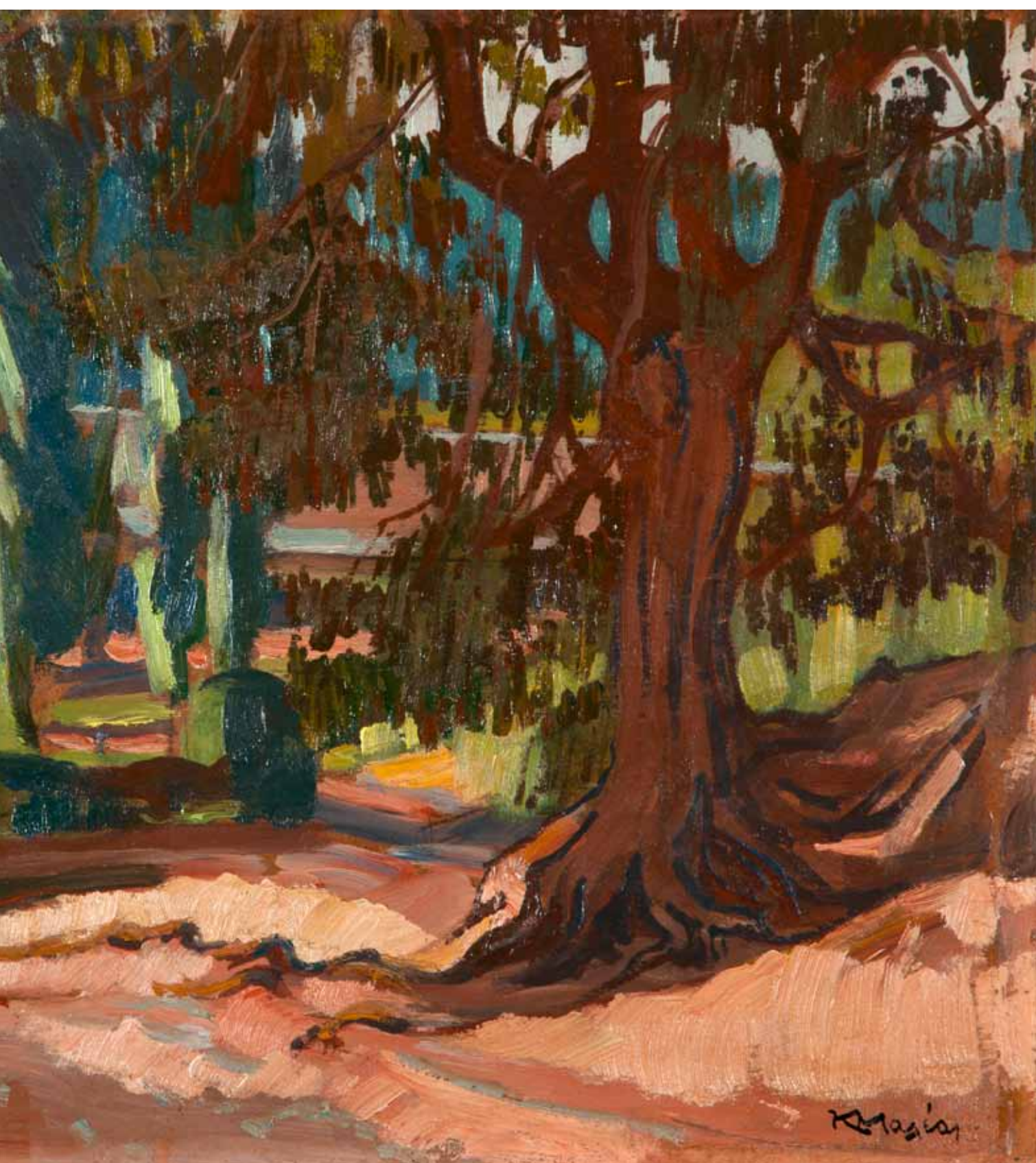
Setting his easel outdoors, Maleas was able to retain the freshness of execution and fidelity to natural phenomena, aiming not to produce a picturesque scene of evocative details or dramatic effects, but to investigate and solve pictorial issues beyond the mere recording of a specific location. Seeking an underlying structure that would allow him to convey a sense of endurance and permanence, he organised his pictorial space as a system of forms and handled the visual field in terms of successive horizontal bands leading the eye from the warm and luminous ochres of the foreground to the cool cyans and grey-blues of the distant mountains. The picture's pronounced textural quality, bold colours, sharp outlines and animated brushwork set an overall tone that transcends any momentary sense impression, recalling the teachings of Cezanne who exhorted painters to delve into the inner world of the landscape and capture its everlasting reality and innate force.

¹. See A. Kotidis, *Constantinos Maleas* [in Greek], Adam editions, Athens 2000, p. 243.

². S. Lydakis, *Constantinos Maleas* [in Greek] in *The Greek Painters - 20th Century* (vol. 2), Melissa editions, Athens 1975, pp. 61-62.

³. D. Papastamos, *The Representation of Nature by Constantinos Maleas* [in Greek] in *Constantinos Maleas*, exhibition catalogue, National Gallery - Alexandros Soutzos Museum, Athens, 1980, p.13.







46^{AR}

PARIS PREKAS (1926-1999)

View of Santorini

signed in Greek and dated '26-5-1994' (lower left)

watercolour on paper

50 x 70 cm.

£5,000 - 7,000

€6,100 - 8,500



47^{AR}

COSTAS GRAMMATOPOULOS (1916-2003)

Piraeus, 1988

signed in Greek and dated '1988' (lower right)

pastel and mixed media on paper laid down on canvas

71 x 85.5 cm.

£8,000 - 12,000

€9,700 - 15,000

LITERATURE:

K. Grammatopoulos, *Painting-Engraving*, Toubi's editions, Athens
1991, no. 91, pp. 124-125 (illustrated).

48^{AR}

GEORGIOS BOUZIANIS (1885-1959)

Sitzende Frau (Seated woman)

signed (lower left); signed 'Buzianis' (on the reverse)

oil on panel

55.5 x 46 cm.

£50,000 - 60,000

€61,000 - 73,000

Painted c. 1940.

PROVENANCE:

Estate of the artist, Germany.

Sotheby's Greek Sale of 9 November 2009, lot 70.

Acquired from the above sale by the present owner.

LITERATURE:

D. Deliyannis, *Bouzianis*, Adam editions, Athens 1996, no. 128, p. 288 (listed), p. 129 (illustrated).

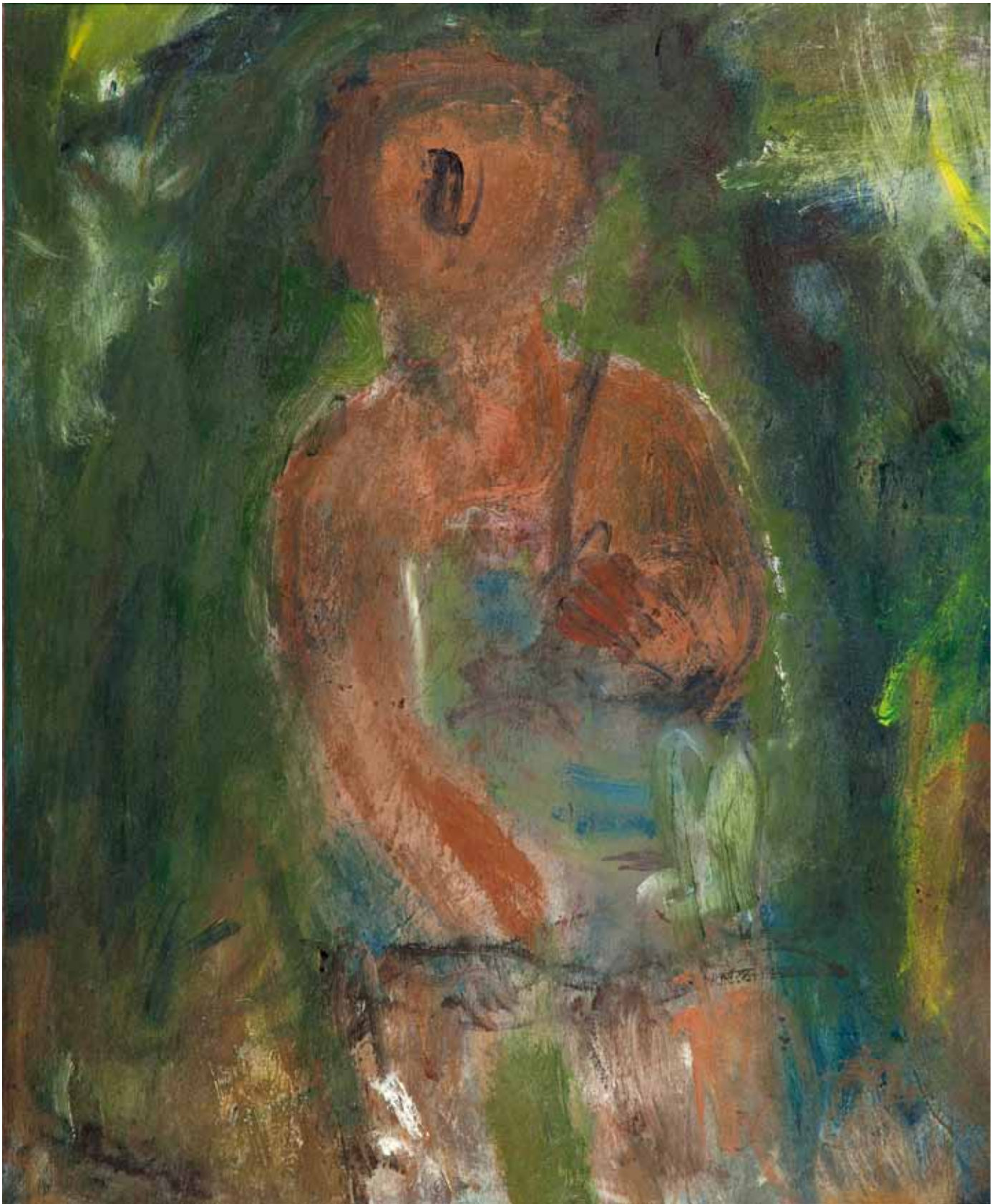
Filling the picture plane with her corporeal presence and statuesque calm, Bouzianis's seated woman generates a tension between bodily volume and pictorial space, endowing the work with vitality and rhythm and making it look like a vibrating icon bathed in its own light. Although the portrait, with its impetuous brushwork, sweeping gestures and sensuous colour, is definitely a vehicle for emotional states, representing a radical departure from the ancient Greek ideal of beauty, there is still something classical about it¹ that differentiates it from the mainstream of 20th c. European expressionism. The element of distortion, which played such a key role in Die Brücke and other expressionist avant-garde movements, is kept here on a very tight rein. The artist avoids sentimentality and pathos, or indeed any device which might charge his forms with too obvious a pitch of heightened feeling. There are no grotesque excesses, no falsification whatsoever of the subject's essential integrity. Yet, his Seated woman is full of strong feeling, marvellously disciplined by artistic intelligence and continuously subordinated to aesthetic demands. As perceptively noted by the painter C. Botsoglou, "the intensity in Bouzianis's work does not derive from the expressiveness of faces and bodies. His figures are emotionless, showing no facial contortions. The expressive thrust of his painting relies exclusively on pictorial means."²

Elaborating on this remark, Y. Psychopedis notes: "Though he had assimilated the radical extremities of expressionism, Bouzianis transformed their pronounced gothic metaphysics to a discourse regarding the living human subject. His figures are tied to reality; they are not alienated as formless matter, neither lose their identity becoming archetypal forms or nightmarish masks. His work emanates a nostalgia for the classical, a nostalgia for a lost and constantly sought balance."³ 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.

¹. See Y. Tsarouchis, preface to Bouzianis-Watercolours [in Greek], Agra-The Friends of Bouzianis, Athens 1982, p. 12.

². C. Botsoglou, *Reflections on the Work of G. Bouzianis - A Confession* [in Greek], Anti journal, no.302, 25.10.1985.

³. Y. Psychopedis, *The Militant Introversion, Expressive Lyricism and Critical Spirit in the Work of Bouzianis* [in Greek] in Nostos, Kedros publ., Athens 2009, pp. 228-229.





49



50

49^{AR}

YANNIS GAÏTIS (1923-1984)

Untitled figures
signed 'Gaitis' (lower right)
oil on canvas
50 x 64.5 cm.

£5,000 - 7,000

€6,100 - 8,500

Painted in 1964-65.

EXHIBITED:

Thessaloniki, Lola Nikolaou & Epikendro Gallery, *Yiannis Gaitis*, 19 January-7 February 1998.

Trikala, *Ruprures et convergences, L'art grec des années 60 et 70 dans la collection de L. Beltsios*, Cultural Organization of Trikala

LITERATURE:

Catalogue raisonné de l'oeuvre de Yannis Gaitis, Angers 2003, no 693, p. 198 (illustrated).

50^{AR}

ALECOS FASSIANOS (BORN 1935)

Fumeur noir
signed 'A.Fassianos' (upper right)
oil on canvas
60 x 50 cm.

£5,000 - 7,000

€6,100 - 8,500

PROVENANCE:

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



51

51 * AR

YANNIS GAÏTIS (1923-1984)

Le peintre a dans son coeur...

oil on canvas

88.7 x 130 cm.

£20,000 - 30,000

€24,000 - 36,000

PROVENANCE:

Private collection, United States.

LITERATURE:

Nissiotis Christos, *Yannis Gaitis*, Anti, Athenes, 20 juillet.

Papadakis Nikos, *Gaitis, un créateur révolutionnaire*, Polyplano, Athènes, 1980.

Catalogue raisonné de l'oeuvre de Yannis Gaitis, Angers 2003, no 737, p. 205 (illustrated).

NIKOLAOS LYTRAS (1883-1927)

Girl in white dress
 signed in Greek (middle left)
 oil on canvas laid on board
 68 x 50 cm.

£15,000 - 20,000

€18,000 - 24,000

PROVENANCE:

Bonhams Greek Sale of 20 May 2008, lot 58.

Acquired from the above sale by the present owner.

LITERATURE:

Ch. Glafki Gotsi, *The Artist N. Lytras*, dissertation thesis, Thessaloniki 1992, fig. 25 (illustrated).

A. Kouria - D. Portolos, *Nikos Lytras*, National Gallery and Alexander Soutzos Museum - The Hellenic Literary and Historical Archive, Athens 2008, no 53, p. 66 (illustrated).

Utterly frontal, silently immobile and ultimately centred in a sea of gold - a symbol of eternity in Byzantine icon painting, this handsome image of a Greek girl by the great Nikolaos Lytras touches upon the archetypal and transcendental. Her upright and inflexible posture is effectively counterbalanced by a pair of expressive and piercing ebony eyes that endow her youthful face with truthfulness and verve, while accentuating her childhood innocence already implemented by the virginal white of her dress. According to H.G. Gotsi, who did her graduate work on Nikolaos Lytras and provides a detailed description of *Girl in White Dress* in her thesis¹, "in his portraiture, Lytras is mainly interested in rendering the face, and especially the eyes, while the clothes of his sitters are described in a generalised fashion."² In his search for a deeper pictorial truth, Lytras infused the forces of renewal in Greek painting with a fresh and vital impetus and had a major impact on the 1930s generation.

¹. H.G. Gotsi, *The Painter Nikos Lytras 1883-1927* (graduate thesis) [in Greek], Thessaloniki, 1992, p. 80.

². Ibid, p. 62.







53^{AR}

YIANNIS TSAROUCCHIS (1910-1989)

Dionysos in Euripides' The Bacchae
signed in Greek and dated '73' (lower left)
oil on canvas
73 x 100 cm.

£40,000 - 60,000

€49,000 - 73,000

PROVENANCE:

Private collection, Athens.

LITERATURE:

The Greek Painters, vol. 2, 20th Century, Melissa editions, Athens 1975, no. 31, p. 289 (referred), p. 320 (illustrated).

Theophilos, Kontoglou, Ghika, Tsarouchis, Four Painters of 20th Century Greece, exhibition catalogue, Wildenstein, London 1975, fig. 32, p. 38 (illustrated).

N. Hadjinicolaou, *National Art and the Avant-Garde*, Ochima editions, Athens 1982, no. 40 (illustrated).

E. Florou, *Tsarouchis-Painting*, (doctoral dissertation), Athens 1989, no. 856, vol. 1, pp. 155-156 (discussed), p. 266 (listed), vol. 2 (illustrated).

Yannis Tsarouchis (1910-1989) Painting, Yannis Tsarouchis Foundation, Athens 1990, no. 467 (illustrated).

Y. Tsarouchis, *Comments on the Works Included in the Yannis Tsarouchis (1910-1989) Painting*, Yannis Tsarouchis Foundation, 1990, no. 467, p. xii (referred).

E. Florou, *Yannis Tsarouchis: His Painting and his Era*, Nea Synora-Livanis editions, Athens 1999, no. 193, p. 285 (listed), pp. 200-202 (discussed), p. 200 (illustrated).

This work of mine was inspired by the last scene of The Bacchae by Euripides. Agave listens to the revengeful words of Dionysus. On the right there is Semele's tomb, with smoke always rising above it. On the left side is the Palace of Cadmus."¹

A fascinating work, The Bacchae² is discussed at length by Professor N. Hadjinicolaou in his introduction to the catalogue of the important 1975 London exhibition entitled Theophilos, Kontoglou, Ghika, Tsarouchis, Four Painters of 20th Century Greece. "From the end of the fifties Tsarouchis progressively left behind him the world he had created since the mid-thirties. It is possible to say that he relished so intensely the visual presence of objects that he drained his skill in concentrating upon this preciousness of their existence. Yet even exceptions to this exist where the subject is not devoured by details acquiring an independent life, as we can see for example in his scenic-like composition The Bacchae painted in 1973. He chose the moment when Dionysus appearing in the sky orders King Pentheus and all those who have denied his divinity to be punished. To the right, in front of a wall, two women and a man in military uniform, probably the future victims of Dionysus' wrath, stand

spell-bound by his apparition. The multiform symbolism of this scene, the compositional subordination of every visible object on the canvas to the divine apparition, which is sustained chromatically by the rose tones that come to a climax in the red drapery of Dionysus, all show that Tsarouchis's last manner did not represent a classicism turned back towards the past but a classicism used to paint the present."³

Discussing the work in her monograph on Tsarouchis, Dr. E. Florou made the following perceptive remarks: "Crowned with a halo and holding a red cloak, god Dionysus appears in the sky at the top of an imaginary pyramid -as if he were a representation of Christ in Resurrection- before three contemporary Greeks -a military officer in shorts and two women, on the lower right. The scene takes place in Athens' Kerameikos cemetery, which is defined by buildings lining a street rendered in perspective by two receding diagonals in the foreground. The composition -based on a triangle, which is the favourite shape of the Renaissance and particularly of Leonardo's- draws from purely byzantine sources including Resurrection representations in illuminated manuscripts. In terms of subject matter, this work portraying Dionysus-Christ symbolises the unbroken continuity of Hellenism, from antiquity to the Christian era to Modern Greece."⁴

¹. Y. Tsarouchis, *Comments on the Works Included in the Yannis Tsarouchis (1910-1989) Painting* [in Greek], Yannis Tsarouchis Foundation, 1990, no. 467, p. xii.

². Euripides's play is based on the myth of King Pentheus of Thebes and his mother Agave of the royal house of Cadmus, who were punished by Dionysus because they refused to honour him as the son of god Zeus, and mortal Semele, killed while pregnant by jealous Hera. After travelling far and wide, Dionysus returns to take revenge on the house of Cadmus.

³. *Theophilos, Kontoglou, Ghika, Tsarouchis, Four Painters of 20th Century Greece*, exhibition catalogue, Wildenstein, London 1975, p. 39.

⁴. E. Florou, *Yannis Tsarouchis: His Painting and his Era* [in Greek], Nea Synora-Livanis editions, Athens 1999, pp. 200-202.



54^{AR}

ALECOS FASSIANOS (BORN 1935)

Personne rouge

signed 'A.Fassianos' (upper left) and dated '1973' (upper right)

oil on canvas

114 x 146 cm.

£30,000 - 40,000

€36,000 - 49,000

PROVENANCE:

Alexander Iolas Gallery, Paris.

Sammi Kinge, Paris.

Private collection, London.

Sotheby's Greek Sale of 18/11/2003, lot 59.

Acquired from the above sale by the present owner.

EXHIBITED:

Paris, Association Culture pour Vivre, *Exposition Fassianos*, July-August 1987.







55

55^{AR}

ALEXIS AKRITHAKIS (1939-1994)

Valise

signed and dated 'Akrithakis/Mai 77' (on the reverse)

oil on canvas

30 x 40 cm.

£5,000 - 7,000

€6,100 - 8,500

56^{AR}

ALEXIS AKRITHAKIS (1939-1994)

Map, Histiaea

signed and dated 'Akrithakis 72/2' (on the reverse)

oil on canvas

80 x 60 cm.

£12,000 - 18,000

€15,000 - 22,000

Painted in Berlin in 1972.

LITERATURE:

Maria Kotzamani, *Akrithakis*, National Gallery and Alexander Soutzos Museum and I.F. Costopoulos Foundation, Itanos Editions, Athens, p. 98 (illustrated).







57^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Little square in the neighborhood of Keramikos

signed 'K.GHIKA' (lower right)

oil on canvas

81 x 100 cm.

£60,000 - 80,000

€73,000 - 97,000

Painted in 1928.

PROVENANCE:

G. Pikoulis, Athens.

I. Nikolaidis, Athens.

N. Petsalis-Diomidis, Athens.

Private collection, Athens.

EXHIBITED:

Athens, To Trito Mati Gallery, May 1977.

LITERATURE:

To Trito Mati Journal, no 1, May 1977, fig. 54 (illustrated).

N. Petsalis-Diomidis, *Ghika 1921-1940*, Athens 1979, no 58, p. 69 and 132 (illustrated).

Ghika and Avant-Garde in Interwar Europe, Benaki Museum and N.H. Ghika Gallery, Ephesus Publishing, Athens 2004, no 29, p. 56 (illustrated).

"In the delectable The Square, Keramikos, a twilight view of an expanse of gentle topographical curves set within a group of neatly scattered dwellings, Ghika presents the simple, good-natured life of its inhabitants, occupied with their various activities, in a folk vein that harks back to the roots of the Greek artistic tradition. In its tonal sweetness and naiveté of touch, this work also recalls certain paintings by Douanier Rousseau."¹

Reviewing Ghiika's output from the late 1920s, the influential scholar and publisher Christian Zervos noted: "In these paintings, objects, with their material suggestions were replaced by signs, the artist's aim being to represent them through an intellectual proliferation of images, as well as through projection of volume and space, and not through close, sustained relationship between their appearance and the images he derived from them. Without there being any question in these works of rejecting the object, he nevertheless profoundly changed its appearance. And although there were some geometrical elements in his paintings of that period, as well as a certain concern for dynamism and structure, his aesthetic attitude never withdrew from his instinctive one."²

In 1928, while Ghika was in Greece, two of his oils were included in a group exhibition at the Salon des Tuileries in Paris, while in May he made his debut in Athens, showing with sculptor Michael Tombros, who had returned with Ghika from Paris. His friendship with Dimitris Pikionis, Socrates Karantinos, Spyros Papaloukas and Stratis Doukas date from that time. As noted by J.-P. De Rycke, "in the 1926-1928 period Ghika's objective was to transition from naturalistic imitation to rationalistic conception and from subjective impression to objective construction."³ According to historian N. Petsalis Diomidis, who prepared the painter's catalogue raisonnée of the period, "in the late

1920s (1926-1931) the artist went through a phase during which the subject of the quest that would inform his subsequent work, that is the study of light and its permutations on surfaces and large areas. In this phase the painter adopted a bold abstractive formal vocabulary without, however, succumbing to non-objectivity."⁴

In this panoramic view of the quaint Athenian neighbourhood of Keramikos, the cluster of buildings dominating the centre of the painting, reminiscent of Galanis's or Braque's cube-like structures or even Quattrocento and Byzantine town depictions, is one of the artist's most characteristic iconographical elements from that period. As noted by Professor C. Christou, "in the 1927-1929 period one of the issues taken up in Ghika's paintings seems to be the organisation of space as indicated by his predilection for architectural themes always treated with a disciplined design, interwoven planes and almost classicist purity of colour."⁵

Of particular interest is also the woman leaning out of the window on the left flanked by open shutters, a subject the artist worked on in independent compositions in 1927, and the two figures on the right sitting around the ubiquitous round metal table of the traditional Greek coffee shop, a perfect place for philosophising and exchanging views on current events, and a cornerstone of Athenian urban culture, whose enchanting allure was captured in works by S. Vassiliou, Y. Moralis, N. Ghika and other exponents of the thirties generation.

¹. J.-P. De Rycke, *The European Model* in Ghika and Avant-garde in Interwar Europe, Benaki Museum - N.H. Ghika Gallery, Efesos publ., Athens 2004, p. 54.

². C. Zervos, *Ghika and his Art* in Ghika, Paintings, Drawings, Sculpture, Boston Book and Art Shop, Boston, 1965, p. 1.

³. De Rycke, p. 43.

⁴. N. Petsalis-Diomidis, *Ghika's Painting Oeuvre* [in Greek], Kathimerini daily, Epta Imeres, 15.1.1995, p. 16.

⁵. C. Christou, *Nikolis Hadjikyriakos-Ghika* [in Greek] in In Memory of N. Hadjikyriakos-Ghika, exhibition catalogue, Academy of Athens, Athens 1995, p. 12





58^{AR}

SPYROS VASSILIOU (1902/3-1984)

Masts

signed in Greek and dated (lower right)

acrylic and gold leaf on canvas

92 x 70 cm.

£10,000 - 15,000

€12,000 - 18,000

This lot is accompanied by a certificate of authenticity from the Atelier Spyros Vassiliou.



59^{AR}

SPYROS VASSILIOU (1902/3-1984)

Athens

signed in Greek and dated '69' (lower right)

acrylic on hardboard

80 x 120 cm.

£10,000 - 15,000

€12,000 - 18,000

This lot is accompanied by a certificate of authenticity from the Atelier
Spyros Vassiliou.

60^{AR}

ALECOS FASSIANOS (BORN 1935)

Cui-cui, 1976

signed in Greek (upper left)

oil on canvas

165.5 x 117.5

£40,000 - 60,000

€49,000 - 73,000

PROVENANCE:

Private collection, Athens.

LITERATURE:

Fassianos, Kedros editions, Athens 1980, p. 42 (illustrated).





61

61^{AR}

MICHAEL MICHAELEDES (BORN 1925)

Red and white relief in three pieces
each one signed, dated and inscribed 'MICHAEL MICHAELEDES Red
& White Relief in 3 PIECES date 2006' (on the stretcher)
cotton duck on stretcher
53 x 109 x 6 cm.

£5,000 - 7,000
€6,100 - 8,500

Executed in 2006.

EXHIBITED:

London, Annely Juda Art, 2006.

62^{AR}

GEORGIOS ZONGOLOPOULOS (1903-2004)

Thunder, 1993 (in collaboration with Costis Triantafyllou - born 1950)
signed by both artists (underneath on the base)
electric thunder, magnifying glass, bakelite, stainless steel on wooden
base
179 x 60 x 35 cm.

£12,000 - 18,000
€15,000 - 22,000

Executed in 1993.

PROVENANCE:

Private collection, Athens.

LITERATURE:

Costis Triantafyllou, *Espace Électrique*, exhibition catalogue,
Macedonian Museum of Contemporary Art, Thessaloniki 1995, p. 23
(referred).
D. Pavlopoulos, *Zongolopoulos*, K. Adam editions, Athens 2007, p.
153 (illustrated).



63^{AR}

YIANNIS MORALIS (1916-2009)

Epithalamion

signed in Greek and dated '64' (lower right); signed and dated
'MORALIS/ATHENES/1964' (on the reverse)

oil on canvas

73 x 50 cm.

£50,000 - 70,000

€61,000 - 85,000

Painted in 1964.

PROVENANCE:

Acquired from T. Zouboulakis gallery by the present owner

EXHIBITED:

Athens, Tassos Zouboulakis Gallery, 1964, no 14.

Athens, Alexander Iolas - Zouboulakis Gallery, March 1972, no. 14
(illustrated in the exhibition catalogue).

LITERATURE:

Yannis Moralis, Commercial Bank of Greece Group of Companies,
Athens 1988, no. 146, p. 146 (illustrated).

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

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

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

Moralis becomes the more classical, the more 'ancient' he tends to be."¹

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

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

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



J. Hoge, 1964



64^{AR}

SPYROS VASSILIOU (1902/3-1984)

Athens I

signed in Greek and dated '79 (lower right)

acrylic and gold leaf on canvas

93 x 70 cm.

£10,000 - 15,000

€12,000 - 18,000

This lot is accompanied by a certificate of authenticity from the Atelier Spyros Vassiliou.

EXHIBITED:

Martigny Switzerland - Le Manoir de la ville de Martigny, 26 March - 1 May 1983 (illustrated on the cover of the exhibition catalogue).



65^{AR}

CHRISTOS BOKOROS (BORN 1956)

Untitled

signed in Greek (lower left)

mixed media on panel

50 x 85 cm.

£7,000 - 9,000

€8,500 - 11,000

66^{AR}

YIANNIS TSAROUCCHIS (1910-1989)

Rocks with two figures, St. Jean Cap Ferrat
signed in Greek and dated '1959' (lower right)
mixed media on canvas
62 x 92 cm.

£30,000 - 50,000

€36,000 - 61,000

PROVENANCE:

Eleni Vlachou collection, Athens, and thence by descent to the present owner.

Rocks are nature's immortal sculptures.

Y. Tsarouchis

Immediately capturing the eye with its clarity and truthfulness of vision, this austere yet irresistibly attractive landscape enlivened by the discreet presence of evocative figures, conveys a serene world of pure forms that verge on abstraction. Tsarouchis himself once said: "They say that painters should work in an abstract style only if they are able to faithfully imitate nature. I would say the opposite is true; one who understands that painting is a matter of harmony has earned the right to depict nature, because he has great passion."¹ The first 'natural' things Tsarouchis painted were rocks, nature's immortal sculptures, as he used to call them.²

In the special addendum to the seminal Tsarouchis Foundation 1990 edition, the artist noted: "I made these landscape views from small stones I placed on a pan full of sand and illuminated them from above with a lamp."³ This exquisite canvas was probably painted in the charming seaside village of St. Jean Cap Ferrat in the south of France during one of Tsarouchis's stays at the country house of his close friend and prominent art critic E. Teriade (Stratis Eleftheriadis). As noted by Dr. E. Florou, the artist made sure to include human figures to provide a sense of scale.⁴ Serene, silent and immobile, these minute figures seem perfectly integrated into the site, imbuing the picture with a meditative, almost metaphysical feel.

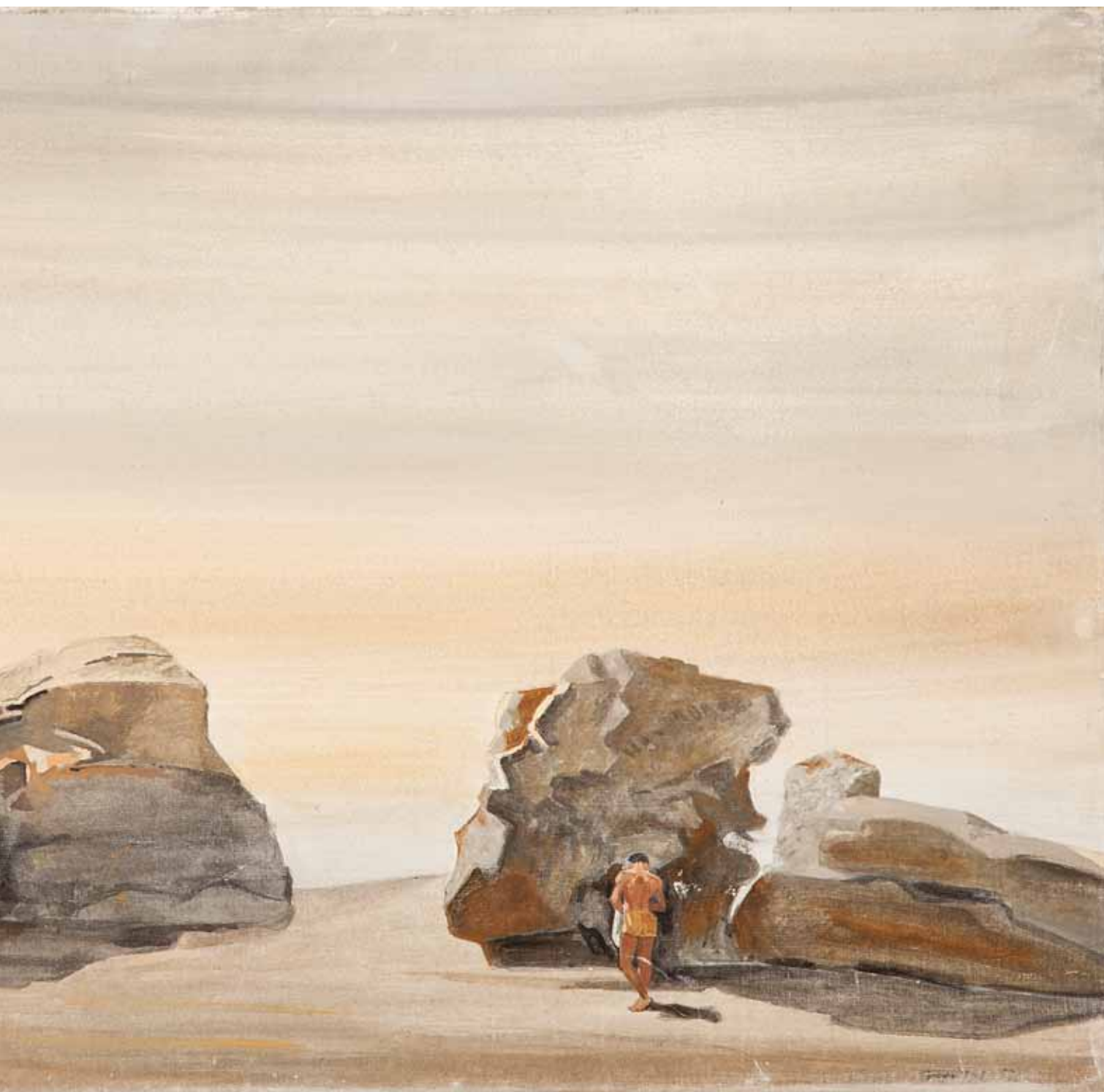
¹. Y. Tsarouchis, *Notes and Speculations*, Greek Heritage journal, vol. 1, no. 2, 1964, pp. 94-95.

². Y. Tsarouchis, *The Obsession with Greenery* [in Greek], Kathimerini daily, 7.9.1975.

³. Y. Tsarouchis, *Comments on the Works Included in the Yannis Tsarouchis (1910-1989) Painting* [in Greek], Yannis Tsarouchis Foundation, 1990, no. 324-325, p. ix.

⁴. E. Florou, *Yannis Tsarouchis: His Painting and his Era* [in Greek], Nea Synora-Livanis editions, Athens 1999, p. 153.







67

67^{AR}

YANNIS GAÏTIS (1923-1984)

Olympic Air Blues
signed and dated 'Gaitis 1971' (lower right)
oil on canvas
80 x 100 cm.

£20,000 - 30,000
€24,000 - 36,000

Painted in 1971.

PROVENANCE:

Bonhams Greek Sale of 24/05/2005, lot 138.
Acquired from the above sale by the present owner.

EXHIBITED:

Athens, Desmos Gallery, *Machines Volantes de Gaitis*, 9-29 February 1972.
Thessaloniki, Cochlias Gallery, *Yannis Gaitis*, 21 September - 8 November 1972.

LITERATURE:

Nikos Papadakis, *Gaitis un Créateur Révolutionnaire*, Polyplano Editions, Athens 1980.
John Craven, *Machines Volantes de Gaitis*, Athens 1972.
Catalogue raisonné de l'oeuvre de Yannis Gaitis, Angers 2003, no 1169, p. 281 (illustrated).

68^{AR}

YANNIS GAÏTIS (1923-1984)

Les Stylites
signed 'Gaitis' (middle right)
oil on canvas
146.5 x 114 cm.

£20,000 - 30,000
€24,000 - 36,000

Painted in 1979-1980.

EXHIBITED:

Athens, Polyplano Gallery, *The antiquities of Y. Gaitis*, 11-29 February 1980.
Patra, Aithousa Techni, *The antiquities of Y. Gaitis*, 5-22 December 1980.
Athens, Exoni Gallery, *Yannis Gaitis*, November 1983.

LITERATURE:

Giuliano Serafini, *Yannis Gaitis*, Medousa, Athens, 1988.
Nikos Papadakis, *Gaitis*, Edition of Polytopo Gallery, Limassol 1980.
Dora Iliopoulou-Rogan, *Le nouveau Polyplano*, ANTI Magazine, Athens 1980.
Catalogue raisonné de l'oeuvre de Yannis Gaitis, Angers 2003, no 1481, p. 342 (illustrated).





69

69^{AR}

ALEXIS AKRITHAKIS (1939-1994)

Valise

signed and dated 'Akrithakis 73' (in the middle)

painted construction

29 x 35.5 cm.

£5,000 - 7,000

€6,100 - 8,500

70^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Tree

signed, dated and inscribed 'Pavlos 1971 L²' (on the trunk)

paper construction, plexiglass and wooden base

305 x 202 x 202 cm. (with base)

£20,000 - 30,000

€24,000 - 36,000



71^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Phaos B

signed in Greek (lower right); signed, titled and dated 'JANNIS SPYROPOULOS "PHAOS B" 1964' (on the stretcher)

oil and mixed media on canvas

114 x 146 cm.

£25,000 - 35,000

€30,000 - 43,000

EXHIBITED:

Brussels, Palais de Beaux Arts, *Jannis Spyropoulos*, November 1964, no. 8.

LITERATURE:

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 826, p. 294 (listed).







72^{AR}

KYRIAKOS KATZOURAKIS (BORN 1944)

Lunch, 1971

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

oil on canvas

70 x 135 cm.

£5,000 - 7,000

€6,100 - 8,500

EXHIBITED:

Athens, Goethe Institute Contemporary Art Workshop, *New Greek Realists*, March 14-30, 1972, no. 6.

LITERATURE:

K. Katzourakis, *The Adventure of Painting*, Exandas editions, Athens 1994, no. 9 (illustrated).

Kyriakos Katzourakis, *Works 1963-2013*, exhibition catalogue, Benaki Museum, Athens 2013, pp. 68-69 (illustrated).



73^{AR}

KYRIAKOS KATZOURAKIS (BORN 1944)

The guard (diptych)

signed in Greek and dated '2/75 - 12/75' (lower right)

oil on canvas

152 x 204 cm.

£8,000 - 12,000

€9,700 - 15,000

PROVENANCE:

Acquired directly from the artist by the present owner.

74^{AR}

ALECOS FASSIANOS (BORN 1935)

Blue cyclist

signed in Greek (upper left)

oil on card laid on canvas

195 x 126.5 cm.

£40,000 - 50,000

€49,000 - 61,000

Painted in 1985.

EXHIBITED:

Gallery Beaubourg, Paris, 1986.



75^{AR}

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Erotic

signed 'Takis' (on the right thigh)

bronze, wood, ceramic spiral, magnets

100 cm high, 63 cm. wide, 38 cm. deep

£15,000 - 20,000

€18,000 - 24,000

PROVENANCE:

Private collection, Athens.

Vividly echoing Gustave Courbet's provocative 1866 *L'Origine du Monde*, this arresting and highly original sculpture is a bold statement of artistic freedom. A shiny cast of a reclining nude female torso is mounted on a wooden support, while a dagger-like piece of metal held in suspension against the open thighs by magnets positioned at the back of the cast, defies the pull of gravity in favour of erotic attraction. The artist uses magnetic fields, an intangible and unconventional art medium, to capture the invisible and exploit forces that bind together the roaming particles of the cosmos.





76

76^{AR}

THEODOROS STAMOS (GREEK/AMERICAN 1922-1997)

Infinity Field - Lefkada series

signed, dated and titled 'Infinity Field Lefkada Series/1979/Σ tamos'

(on the reverse)

acrylic on paper

76.5 x 56.5 cm.

£6,000 - 8,000

€7,300 - 9,700



77

77^{AR}

COSTAS TSOCLIS (BORN 1930)

Space

signed and dated 'C. Tsoclis 72' (lower left)

mixed media and metal on canvas

124 x 128 cm.

£10,000 - 15,000

€12,000 - 18,000



78

78^{AR}

ALECOS FASSIANOS (BORN 1935)

Vie contemporaine
signed in Greek and dated '1996' (upper right)
oil on canvas
116.5 x 95 cm.

£15,000 - 20,000
€18,000 - 24,000

79^{AR}

ALECOS FASSIANOS (BORN 1935)

Le futur marié
signed, titled and dated 'A. Fassianos 68' (upper right)
oil on canvas
100 x 81 cm.

£15,000 - 20,000
€18,000 - 24,000

Le futur marié

A. FASSIOU

62



80^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Orossimo 6

signed in Greek (lower right); signed, titled and dated 'JANNIS SPYROPOULOS OROSSIMO NO 6 1974' (on the stretcher)

oil and mixed media on canvas

130.5 x 97 cm.

£30,000 - 40,000

€36,000 - 49,000

PROVENANCE:

Private collection, Athens.

EXHIBITED:

Athens, *Yannis Spyropoulos*, Astrolavos gallery, December 12, 1994 - January 31, 1995 (illustrated in the exhibition catalogue).

LITERATURE:

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 867, p. 296 (listed).





81

81^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Bar

signed and dated 'Pavlos 02' (lower right)

paper construction in a plexiglass

49 x 91 x 21 cm.

£10,000 - 15,000

€12,000 - 18,000

Executed in 2002.

82^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Corsage

signed and dated 'Pavlos 2010' (lower right); signed also and dated

'Pavlos/2010/PAVLOS' (on the reverse)

paper construction on panel, plexiglass

136 x 64.5 x 7 cm.

£20,000 - 30,000

€24,000 - 36,000





83

83^{AR}
THANOS TSINGOS (1914-1965)
 L'Oiseau
 signed and dated 'TSINGOS 55' (lower right)
 oil on canvas
 97 x 130 cm.

£8,000 - 12,000
€9,700 - 15,000

PROVENANCE:
 Sotheby's Greek Sale, London, 17/5/2010, lot 79.
 Acquired from the above sale by the present owner.



84

84^{AR}

THANOS TSINGOS (1914-1965)

Animal

signed and dated 'Tsingos 56' (lower right)

oil on canvas

89 x 130 cm.

£12,000 - 18,000

€15,000 - 22,000

85^{AR}

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Relief

lamp and electric device on marble, metal, panel

111 x 55 x 20 cm.

£40,000 - 60,000

€49,000 - 73,000

Executed in 1982.

The work is accompanied by a certificate of Takis signed and dated 25-2-1986.

PROVEANCE:

Galerie Maeght Lelong, Paris.

Christies Greek Sale of 14/12/1993, lot 57.

Acquired from the above sale by the present owner.

Exploring the relationship of technology and artistic vision in today's world, Relief manifests a fascination with the expressive potential of found objects and industrial materials, radiating energy to the surrounding space and evoking a world of cosmic symbols and mystical meanings. Wires, fuses, circuits and other electrical devices perfectly arranged on an imaginary switchboard emanate a feeling of archaic composure and classical order, while at the same time they convey a sense of wonder and hope, compelling the viewer to see things anew. "Machines don't necessarily foreshadow a gloomy and hopeless future. We could handle them differently and even appreciate them for their moral values. After all, life itself is made of organic machines."¹

¹. Takis with Felix Guattari in discussion, Art Magazine, no. 1, November 1993, p. 34





86

86^{AR}

VLASSIS CANIARIS (1928-2011)

Untitled

metallic wire, papers, metal, rope and shirt
100 x 52 cm., 126 x 50 x 50 cm. with base

£5,000 - 7,000

€6,100 - 8,500

PROVENANCE:

AD Gallery, Athens.

Private collection, Athens.

87^{AR}

NIKOS KESSANLIS (1930-2004)

Untitled

signed 'NIKOS' (lower middle)
 processed photographic imaging on concrete
150 x 109 cm.

£8,000 - 12,000

€9,700 - 15,000



88^{AR}

YANNIS GAÏTIS (1923-1984)

Figures and heads

signed 'Gaitis' (lower left)

oil on canvas

162 x 130 cm.

£30,000 - 40,000

€36,000 - 49,000

Painted in 1968.

PROVENANCE:

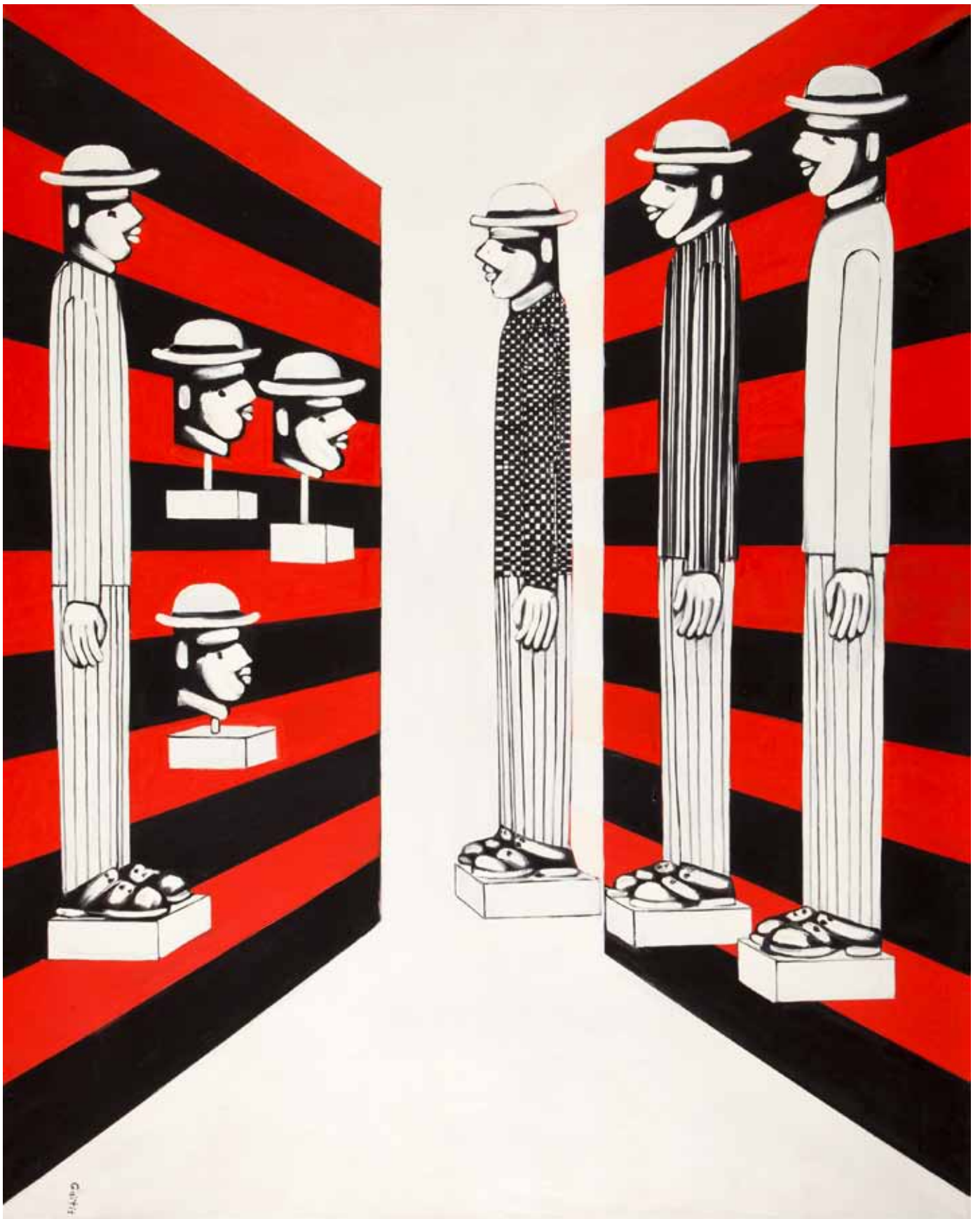
Private collection, Athens.

EXHIBITED:

Ermoupolis Syros, Cyclades Gallery (Pinakothiki), *Thanos Tsingos-Yannis Gaitis*, July-August 2004, no 31, p. 108 (illustrated).

LITERATURE:

Catalogue raisonné de l'oeuvre de Yannis Gaitis, Angers 2003, no 1009, p. 252 (illustrated).





89^{AR}

COSTAS TSOCLIS (BORN 1930)

Space with newspapers

signed and dated 'C.Tsoclis 91-7.4' (lower right)

acrylic and mixed media on panel, plexiglass

191.5 x 147.5 cm.

£12,000 - 15,000

€15,000 - 18,000



90^{AR}

COSTAS COULENTIANOS (1918-1995)

Lightning

bronze with marble base

104 x 46 x 33 cm.

£8,000 - 12,000

€9,700 - 15,000

This sculpture is unique.

91^{AR}

CHRYSSA (VARDEA) (1933-2013)

Untitled (Iced), 1982
enamel-painted aluminium and neon
130 x 125 x 90 cm

£20,000 - 25,000

€24,000 - 30,000

Executed in 1982.

EXHIBITED:

Buffalo, New York, Albright-Knox Gallery, *Chryssa: Urban Icons*,
November 13, 1982 - January 2, 1983 (illustrated in the exhibition
catalogue, p. 71)

The Greek-born Chryssa was the first artist working in America to use emitted electric light and neon, producing majestic forms and oscillating patterns that capture the romantic imagery and inherent poetry of the modern urban landscape.

In her 1982 Untitled (Iced), inspired by the iced Niagara Falls she had first visited during the heavy winter of 1962, the artist once again utilised fragmented letters and words to explore the relationships of volumes and the formal properties of the neon sign, already imitated in the paintings of Davis and Indiana. As noted by art critic D.G. Schultz¹, the sculpture, with its three-dimensional sign-like letters tightly grouped and stacked on top of each other, is reminiscent of her earlier works such as Times Square Sky. Here, however, there is no element of found 'junk'; instead, the elegant bold script is meticulously finished with a spray paint coating while the curving linear neon lights emphasise the voids within the forms and heighten the abstract qualities of the calligraphic elements. The cascading forms of curved metal reinforce the artist's reference to the Falls, creating a strikingly beautiful work of art and an icon of contemporary culture.

¹ D.G. Schultz, preface to the *Chryssa: Urban Icons* exhibition catalogue, Albright-Knox Gallery, Buffalo, New York, 1983, p. 11.





92^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Blue dress

plastic, plexiglass and hanger

118 x 45 cm.

£10,000 - 15,000

€12,000 - 18,000

Executed in 2002.

PROVENANCE:

Artio Gallery, Athens.

Private collection, Athens.



93^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Orange shirt

plastic, plexiglass and hanger

101.5 x 60 cm.

£10,000 - 15,000

€12,000 - 18,000

Executed in 2003.

PROVENANCE:

Artio Gallery, Athens.

Private collection, Athens

94^{AR}

ALECOS CONDOPOULOS (1905-1975)

Indices de la cité/Bazar, 1969

signed in Greek and dated '969' (lower left); signed in Greek, titled and dated (on the reverse)

oil on canvas

110 x 100 cm.

£15,000 - 20,000

€18,000 - 24,000

Painted in 1969.

LITERATURE:

Alecos Kondopoulos, Athens 1979, no. 285 (illustrated).

Alecos Kondopoulos Retrospective Exhibition of Paintings, A.

Kondopoulos Municipal Gallery, Lamia 1996, p. 53 (referred).

Alekos Kondopoulos, Municipal Library of Aghia Paraskevi - Alekos Kondopoulos Museum, September 1999, p. 56 (illustrated).







96

95^{AR}

COSTAS TSOCLIS (BORN 1930)

Untitled, Tree

signed 'C. Tsoclis' (lower right)

acrylic, wood and paper on canvas framed in plexiglass

151 x 113 x 6.5 cm.

£10,000 - 15,000

€12,000 - 18,000

96^{AR}

ALECOS FASSIANOS (BORN 1935)

Young man

signed in Greek (upper left)

oil on canvas

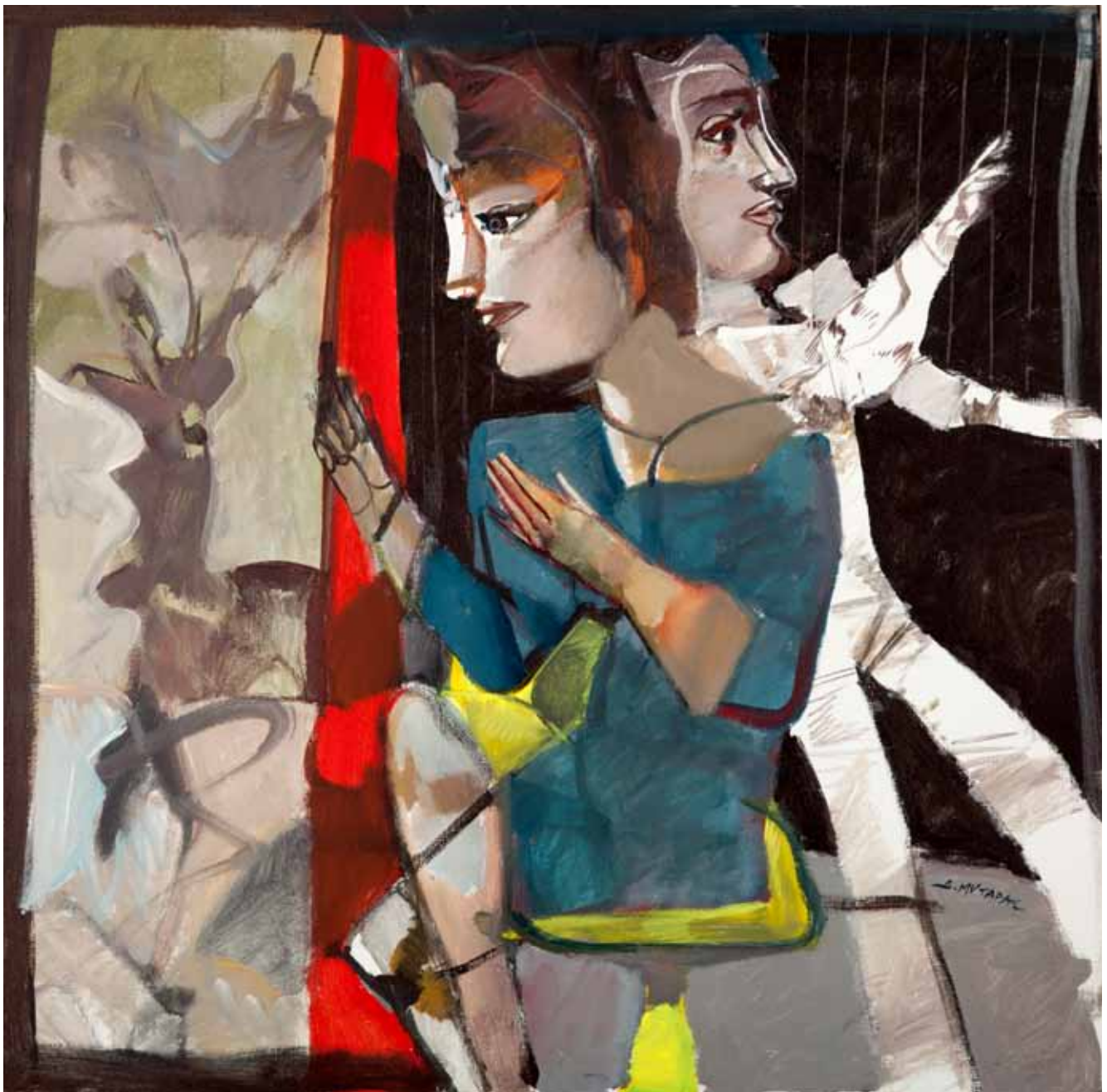
70 x 50 cm.

£8,000 - 10,000

€9,700 - 12,000

PROVENANCE:

Private collection, France.



97^{AR}

DIMITRIS MYTARAS (BORN 1934)

Couple

signed in Greek (lower right)

oil on canvas

100 x 100 cm.

£5,000 - 7,000

€6,100 - 8,500



98^{AR}

ALECOS FASSIANOS (BORN 1935)

Le depart

signed and titled 'A.Fassianos Le depart' (on the upper part)

oil on canvas

86 x 51 cm. (frame by the artist 102 x 67 cm.)

£10,000 - 15,000

€12,000 - 18,000



gg^{AR}

MARIA FILOPOULOU (BORN 1964)

Bathers

signed in Greek (lower left)

oil on canvas

125 x 118 cm.

£5,000 - 7,000

€6,100 - 8,500



100^{AR}

SOFIA KALOGEROPOULOU (BORN 1946)

Fantastic landscape
signed in Greek (lower right)
acrylic on panel
120 x 150 cm.

£5,000 - 7,000
€6,100 - 8,500

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

•, †, *, 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	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			11	GOVERNING LAW
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS		
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	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>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	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;	8.2	The discretion referred to in paragraph 8.1:	10	OUR LIABILITY
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;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	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;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	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;	9	FORGERIES	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	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> .	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:
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.	9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
			12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
		12 MISCELLANEOUS	13	GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		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 .
		12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		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.
		12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		
		12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.		
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account. **"VAT"** value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

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

"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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20th Century British Art

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Aboriginal Art

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African, Oceanic & Pre-Columbian Art

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U.S.A.
Fredric Backlar
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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.

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 e-mail from info@bonhams.com.

Credit and Debit Card Payments

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 2% 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: 9 April 2014	
Sale no. 21766		Sale venue: New Bond Street, London	
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		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
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:		Please tick if you have registered with us before <input type="checkbox"/>	
<input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>			

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*

FOR WINE SALES ONLY

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) ☐

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM. THIS AFFECTS YOUR LEGAL RIGHTS.

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.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

UK/04/13

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