



THE GREEK SALE

Wednesday 25 November 2015

Bonhams

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THE GREEK SALE

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Back cover: lot 45
Inside front cover: lot 42
Inside back cover: lot 70
Opposite: lot 4 (detail)

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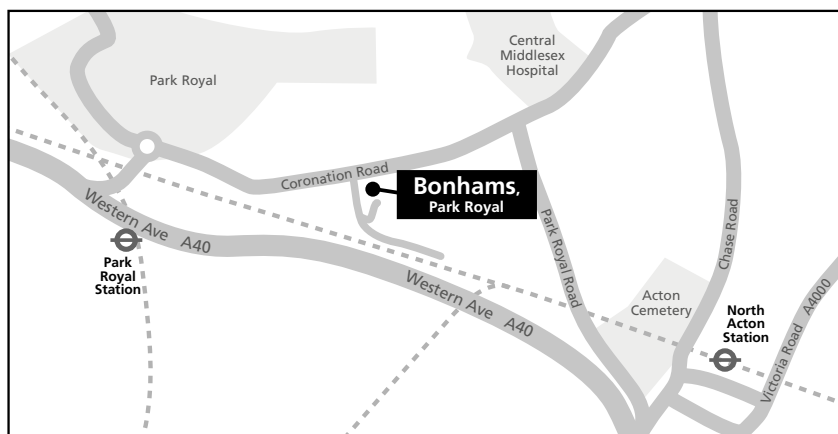
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For further VAT information please contact:
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1^{AR}

YIANNIS TSAROUCHIS (1910-1989)

Male nude

signed in Greek and dated '15-12-67' (lower right)

oil on canvas

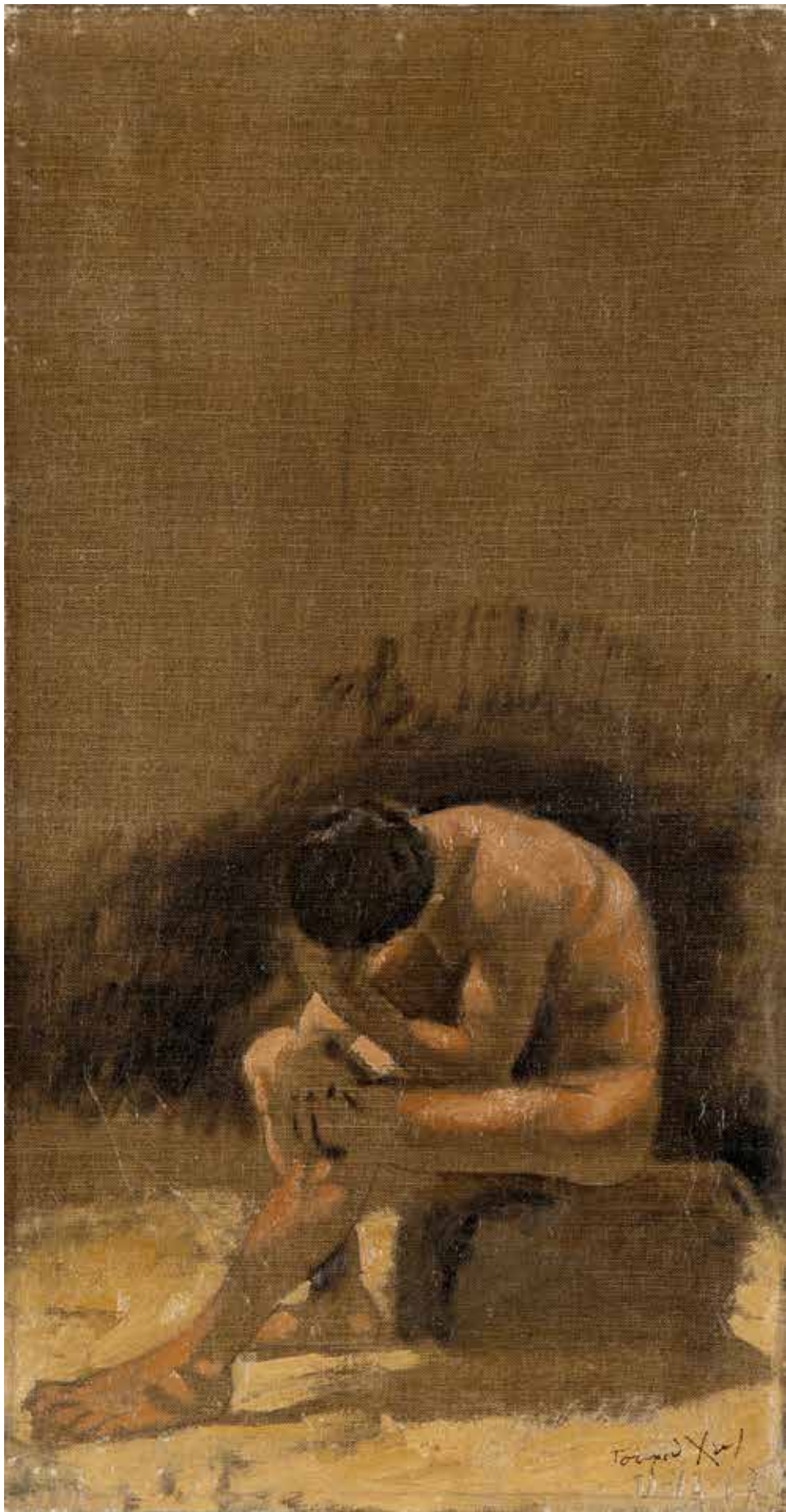
41 x 21.5 cm.

£8,000 - 12,000

€11,000 - 16,000

Provenance

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





2^{AR}

YIANNIS TSAROUCHIS (1910-1989)

Yellow rose in a glass
signed in Greek and dated '6-3-62' (lower left)
watercolour on paper
34 x 29 cm.

£10,000 - 15,000

€14,000 - 20,000

Provenance

Property of a Private European Family Collection.

Literature

E. Florou, *Tsarouchis - Painting*, (doctoral dissertation) vol. 1, Athens 1989, no. 511, p. 132 (mentioned), p. 242 (listed).

E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, no. 158 (602), p. 274 (listed), p. 162 (discussed), p. 161 (illustrated).

Yannis Tsarouchis (1910-1989) Painting, Yannis Tsarouchis Foundation, Athens 1990, no. 265 (illustrated).

Two clips from Greek magazines, c. 1990s (illustrated).

Y. Bolis, *Yannis Tsarouchis*, Contemporary Greek Artists series, Ta Nea editions, Athens 2009, p. 75 (illustrated).



3

THÉODORE JACQUES RALLI (1852-1909)

Daydreaming
signed 'Ralli' (lower left)
oil on canvas
27 x 22 cm.

£5,000 - 7,000
€6,800 - 9,500

The dean of Greek orientalist painters, Ralli travelled extensively in Greece, painting mainly female figures in secular or religious settings, faithfully recording the countenance and traditional costumes of the Greeks. As noted by M. Palioura in her doctoral dissertation on the artist, in the last decade of the 19th century Ralli started depicting young shepherdesses daydreaming or resting in the Greek countryside. These graceful and idealised figures immersed in an atmosphere of romantic elegance were captured leaning on their canes and portrayed in traditional dresses and headscarves.¹

¹. See M. Palioura, *The Painting Oeuvre of Theodoros Ralli (1852-1909)* [in Greek], doctoral dissertation, University of Athens, Athens 2008, vol. I, pp. 185-196.

CONSTANTINOS VOLANAKIS (1837-1907)

Sailing boats at sunrise
 signed in Greek (lower left)
 oil on panel
 41 x 33 cm.

£10,000 - 15,000

€14,000 - 20,000

Provenance

Private collection, Athens.

We are grateful to Professor Manolis Vlachos for his assistance in cataloguing and authenticating the work. Please note that the work will be included in Volanakis' monograph currently being prepared by Prof. Vlachos.

As is the case with the best of Volanakis's pictures, *Sailing boats at sunrise* is a combination of realistic and romantic elements deftly sewn into a harmonious composition and lyrical interpretation of the seascape. The soft gradations of light and shade, the unity of effect, the sense of space and the feeling of peace inspire the viewer to adopt a dreamlike attitude towards life.

By contrasting the horizontal stillness of the morning sea with the pronounced verticality of the sails and masts, the painter creates an almost metaphysical ambience where reverie is a kind of prayer. According to M. Vlachos, a leading authority on the artist, "Volanakis is in constant communion with nature, in a composite relationship from which poetry emerges,"¹ while in a similar vein, D. Evangelidis notes: "Often not even a ripple breaks the surface of the sea and only the sails and tall masts chant the harmonies of subdued colours and bring life to the scene."²

Moreover, the depiction of the sun, a motif often found in Greek folk art but rarely encountered in Modern Greek and European painting, endows the atmosphere with transient gleams of light and golden luminosities, accentuating the romantic feeling and recalling not only Claude Lorraine's masterful 17th century renditions but also the attempts of the pioneer impressionists to break away from concrete form and object. (Compare Claude Lorraine's *Marine*, *Soleil Couchant* in the Louvre and Claude Monet's *Impression, Sunrise* at the Musée Marmottan in Paris.)

¹ M. Vlachos, *The Painter Constantinos Volanakis* (doctorate thesis) [in Greek], Athens 1974, p. 105.

² D. E. Evangelidis, *Greek Art* [in Greek], Athens 1969, p. 128.







5

MICHALIS ECONOMOU (1888-1933)

House with red tent

signed 'M.Economou' (lower left)

oil on canvas

38 x 55.5 cm.

£15,000 - 20,000

€20,000 - 27,000

We are grateful to A. Kouria for her assistance in confirming the authenticity of this lot.

Captured in glowing, highly textured forms and delightfully reflected on shallow still waters, a humble seaside dwelling with a red tent, reminiscent of the painter's famous *Dreaming house* in the collection of the Averoff Museum, is almost stripped of its descriptive role to reveal its expressive potential and transformed into a lyrical image of subjective truth. The motif of the seaside 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

While displaying his ability to transform an ordinary subject into an evocative vision of humble monumentality, the artist is also concerned with the harmonious incorporation of the human presence into the whole—in this case a female figure walking up the stairway under the red tent. He is interested in the spatial relationship between the figure and the surrounding space, as well as the pictorial unity of the figure and its environment. This need to unite figures and surroundings into a cohesive and meaningful whole (a lifelong preoccupation of the artist) dictated a uniform handling of energetic brushwork throughout the picture plane in the vein of many Pissaro landscapes.

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



6

GEORGIOS BOUZIANIS (1885-1959)

Still life, 1924

signed and dated '1924' (lower left); signed and titled 'Stilleben'
(on the pass partout)

watercolour on paper

43 x 28 cm.

£6,000 - 8,000

€8,100 - 11,000

Provenance

Acquired by the family of the present owner in the 1960s.



7AR

YIANNIS SPYROPOULOS (1912-1990)

Yard in Hydra

signed in Greek (lower right)

oil on hardboard

49 x 39 cm.

£5,000 - 7,000

€6,800 - 9,500

Painted in 1952.

Provenance

Karolos Politis collection and thence by descent to the present owner.

THEOFILOS HADJIMICHAIL (1867-1934)

Girl with guitar
 natural pigments on canvas
 80 x 38 cm.

£18,000 - 22,000

€24,000 - 30,000

Provenance

Andreas Embeirikos collection, Athens.
 Private collection, Athens.

Exhibited

Athens, British Council, *Theofilos Exhibition*, May 2-31, 1947, no. 28.

Literature

Angloelliniki Epitheorisi magazine, vol. 3, no. 1, May 1947, no. 28, p. 33 (listed).

Tetradio magazine, vol. 1, no. 3, May 1947, p. 148iv (illustrated).

Featured prominently in the May 1947 issue of the highly influential and now extremely rare Tetradio magazine, *Girl with guitar* was most probably painted after 1926 when Theofilos, following a forty-year odyssey, returned to his native Mytilene, where he enjoyed a very creative and prolific period, during which he painted some of his best works.¹ Here, a young girl playing the guitar in an easy fashion is filtered through the artist's rich imagination and imbued with a spirit of untutored simplicity, echoing the particular fondness of the island's inhabitants of casual revelry and their carefree attitude towards life.

Although the subject has a strong contemporary feel and alludes to a western iconographic tradition, it is nonetheless handled in a fashion deeply rooted in Byzantine and folk tradition, emulating age-old models, such as the egg-shaped face, the well-delineated features and the frontal approach. The full frontal posture, a defining feature of Byzantine icon painting, creates a powerful vertical thrust, which the artist knowingly balances by simply combining it with the strong horizontal defined by the yellow balustrade behind the standing girl. The whole scene is set against a luxuriant, paganistic garden, where exuberant foliage and boldly coloured flowers perfectly match the dazzling blues and purples of the young musician's beautiful dress. As noted by the painter O. Kanellis, one of the first to discover the work of Theofilos, "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."²

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

² 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, 10 - 12 November 2015. This painting will be located in Athens during the auction.



gAR

CONSTANTINOS PARTHENIS (1878-1967)

Landscape with cypress trees

signed 'C.Parthenis' (lower left) and with dedication

dated 1919

oil on canvas laid on board

43 x 37.5 cm.

£20,000 - 30,000

€27,000 - 41,000

Provenance

M. Cambanis collection, Athens.

G.Kozonis collection, Athens and thence by descent to the present owner.

Upon Parthenis's return to Greece from Paris in 1911 and following his stay in Corfu until 1917, his expressive language matured, drawing from multiple possibilities, including the colour expressionism of the fauves. In *Landscape with cypress trees*, a fine example of this fruitful period, the intensity and broadening of his palette builds to a climactic pitch, as cool acid greens are laid against browns, purples and lilacs. Throughout the painting, the artist has used his distinctive parallel strokes with great diligence but also with admirable freedom. Our eye follows the movements of his brush, as successive touches of sensitive, translucent colours are added to the picture.

But this specific landscape view, which the artist repeated more than once, is not all about colour. Abbreviated, dematerialised shapes, subtle curves and sinuous lines that echo the simplicity of ancient Greek vase painting, show how the painter exploited the expressive nature of his formal repertoire to offer a poetic, idealised experience of the landscape. Every feature of the scene is not only animated by colour but also lit by grace, charging the composition with an allegorical evocation and elegiac feel. These elements, drawn from ancient sources, Byzantine art, European symbolism, Art Nouveau, the Jugendstil and Cubism, while preserving a distinctive Greek character, formulate an eclectic artistic language that provokes the viewer's emotional and spiritual participation. "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."¹

This kind of spiritual and moral uplift is accentuated by the vertical forms of the slender cypresses that feature prominently across the picture plane. Ethereal, idealised and weightless, with graceful lines as trunks, these evocative motifs form a symbolic link between land and sky, between earthly matters and the heavenly sphere.²As Z. Papantoniou once noted, "the humblest of Parthenis's trees reveals a thought."³

¹ D. Papastamos, *Painting 1930-1940*, Astir Insurance editions, Athens, 1981, p. 68.

² "The vertical is a quintessentially idealistic line symbolising faith and uplift towards the heavens. That's why Parthenis so often makes use of his beloved cypress." Z. Papantoniou, *The Art of Parthenis* [in Greek], Patris daily, 19.1.1920

³ Z. Papantoniou, *The Art of Parthenis* [in Greek], Patris daily, 19.1.1920.





10^{AR}

THEOFRASTOS TRIANTAFYLLIDIS (1881-1955)

Still life with gardenias and red book
signed in Greek (middle right)
oil on cardboard
40 x 50 cm.

£5,000 - 7,000

€6,800 - 9,500

Provenance

G.Stringos collection, Piraeus and thence by descent to the present owner.

This lot was part of the renowned art collection of Georgios Stringos (1878-1956), a leading personality of Greek commerce and one of the first and most prominent collectors of Modern Greek art. According to art historian A. Kouria, G. Stringos was one of the major, enlightened Greek collectors in the first half of the 20th century, along with A. Benakis, A. Antonopoulos and Ch. Loulis.¹ Until the early 1950s when the Stringos family moved to the suburb of Kifissia, the collection was housed in the famed neoclassical Stringos mansion in Pasalimani, Piraeus, depicted by Tsarouchis in one of his brilliant watercolours (Heracles Group collection, Athens.)

¹. See A. Kouria, "Collectors and Modern Greek Art in the First Half of the 20th Century" [in Greek], in *Istoria tis Technis* magazine, no. 3, Winter 2014-15, pp. 86-89 and A. Kouria, *Michalis Economou* [in Greek], Adam editions, Athens 2001, p. 125.



11^{AR}

NIKOS ENGONOPOULOS (1910-1985)

Saint Patrick

signed in Greek and dated '1937' (lower right)

oil on hardboard

36 x 28 cm.

£7,000 - 10,000

€9,500 - 14,000

The work has an inscription of authentication by the artist's wife on the reverse, on the backboard, dated 2003.





12^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Studio with large window, 1984

signed and dated 'Ghika/Oct.84 – Jan 85' (lower left); signed, dated and titled 'Ghika Oct 1984 Studio with large window' (on the reverse)

oil on canvas

91.5 x 137 cm

£100,000 - 150,000

€140,000 - 200,000

Provenance

Zoumboulakis galleries, Athens.

Private collection, Athens.

Exhibited

Athens, Zoumboulakis Galleries, *Ghika*, March 1985 (illustrated in the exhibition catalogue).

Athens, Benaki Museum, *Ghika, the Artist's Studio*, November 15 - December 12, 1999 (illustrated in the exhibition catalogue, p. 107).

Literature

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum edition, Athens 2011, fig. 46, p. 253 (mentioned), p. 252 (illustrated).

"The wooden stretchers, the various types of scaffolding, the palettes in various shapes, the large and small, stiff and flexible spatulas, the rulers, the paintbrushes of different thickness, the containers, the little bottles and jars, the multi-coloured rags; all patient and docile, gratefully and motionlessly awaiting to be forever captured in the magic of the painting."¹ This insightful text by Ghika annotated the catalogue of his 1985 one man show in Athens, which included *Studio with large window*. The exhibition was a great success, capturing the hearts and minds of a large audience, and a near sell-out at very high prices.²

The 'magic of painting' Ghika talks about in his annotation is abundantly conveyed in *Studio with large window*, a rich, luminous and cheerful work that clearly demonstrates the artist's ability to scrupulously study the objects around him and delve beyond their surface to capture something of their inner, immutable truth. Festive, expressive colours, simplified forms and energetic lines animate the pictorial surface and convey a sense of understated description combined and balanced with a carefully constructed formal organisation dominated by the shapes of two impressive 19th century easels -one of which the great James Whistler had once worked at.³

This, albeit peaceful and enchantingly beautiful picture, is an intricate lacework of sophistication, reflecting Ghika's fascination with still life's capacity to incite expressive and stylistic explorations. According to I. Kritseli-Providi, curator of the Ghika Gallery, such works "portray Ghika's close connection to his atelier, the sanctuary of every artist, the vital and sometimes even exclusive place of work. It is where, surrounded by his means of expression, the tools of the trade,

his paints and brushes, the artist transformed inspiration into works of art. There is undoubtedly some sort of interdependence between artist and studio: the painter often depicts his workplace, either partially or as a whole. On the other hand, the studio's space gradually and almost indiscernibly takes on something of its owner's personality and becomes a singular, in situ, work of art;"⁴ what Providi perceptively calls a "psychogram of an interior, where human presence is secretly denoted even by its absence."⁵

¹. Ghika exhibition, Zoumboulakis Galleries, Athens 1985.

². See K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum edition, Athens 2011, p. 255 ; M. Karavia, "Nikos Hadjikyriakos-Ghika, There's only the Outer Shell" [in Greek], interview by Ghika, *Ena* magazine, no.15, 11.4.1985, pp. 104-109.

³. "Two heavy, 19th c. easels, the products of craftsmen who made for posterity, stood on the floor. James Whistler, the American painter and engraver -who, like Henry James, made his home in England, had once worked at one of these easels." From a short description of Ghika's London studio by John Leatham, as cited in *Ghika, the Artist's Studios*, exhibition catalogue, Benaki Museum, Athens 1999, p. 92.

⁴. I. Kritseli-Providi, "Ghika's Studios" in *Ghika, the Artist's Studios*, exhibition catalogue, Benaki Museum, Athens 1999, p. 9.

⁵. *Ghika, Landscapes and Interiors*, exhibition catalogue, Municipal Gallery of Athens, 2006, p. 9.



13^{AR}

YIANNIS TSAROUCCHIS (1910-1989)

The offering and two winged men

a) signed, inscribed in Greek and dated '1965'
(upper right)

watercolour and body colour on paper
33.7 x 47.6 cm.

Two winged men below two classical figures

b) signed, dated '1965' and inscribed in Greek
(upper right)

watercolour and body colour on paper
33.7 x 47.6 cm.

(2)

£30,000 - 40,000

€41,000 - 54,000

Provenance

Acquired directly from the Greek choreographer Iro Sismani by the present owner in 1978-79.

Alluding to elusive cultural symbols drawn from Greek mythology and the idealized world of a bygone era, this delightful menagerie of forms and figures reflects Tsarouchis'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. The shallow compositional structure coupled with a stage designer's perception of space, which played a pivotal role throughout the artist's career, build up an edifice of pure forms, an everlasting world liberated from the fleeting moment. Both scenes are animated by the presence of modern-looking male figures with angel or *libellule* (dragonfly) wings who convey a lyrical tone and a mood of serenity and grace, suggesting a unification of iconographic symbols in an unbroken and living Greek myth.



14^{AR}

NIKOS ENGONOPOULOS (1910-1985)

Three wise men, 1975

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

oil on canvas

55 x 45 cm.

£30,000 - 40,000

€41,000 - 54,000

Provenance

N. Matsaniotis collection.

Private collection, Athens.

Exhibited

Athens, National Gallery - A. Soutzos Museum, *Nikos Engonopoulos*, retrospective exhibition, April 3-15, 1983, no. 91 (listed in the exhibition catalogue, p. 45).

Literature

K. Perinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonné, Benaki Museum, Athens 2007, no. 1042, p. 373 (illustrated), p. 512 (illustrated).

An artistic vision which alludes to collective cultural symbols drawn from Greek mythology and the heroism of a bygone era, *Three wise men* amply demonstrates most of Engonopoulos's art defining features: the glittering blues and reds, which he handles with unique aptitude and undisputed love; the epic and heroic posture, which seems to glorify an unknown event of lofty exaltation, echoing the didactic description of Byzantine icon painting and the high rhetoric of his beloved teacher C. Parthenis¹, and the mannequin figure that introduces the viewer to an enigmatic system of poetic metaphor, subverting—in a typical surrealist fashion—the conventional ways with which rational thought perceives the world.

An eminent 20th c. artist and a pioneering advocate of surrealism, Engonopoulos "placed Greek mythology at the base of his thematic pyramid in his effort to reinterpret a long and rich tradition in a modern and vigorous manner. However, he did not approach mythology with an obsession for antiquity or with nostalgia, but rather as equal to equal. He depicted the impact of myths in his time, revealing their subversive, dreamlike and erotic components. His artistic world is unique and recognizable, fashioned with striking colours, in which his sensual, faceless figures, are portrayed with an enigmatic motionlessness and/or hieratic gestures."² As noted by art historian L. Tsikouta, "Engonopoulos wanted to make art that was Greek and he did that with great success and originality. His subjects are drawn from Greek history and mythology. However, his

Greek identity—his Greekness—is not achieved merely through the artist's iconographical choices. It is also shaped by the long artistic tradition of his land, a solid foundation for his art that charges his compositions with something from the eternal values of ancient Greek art, sense of balance, scale and harmony, something from the principles of Byzantine painting, something from folk art. As a result, the artist is credited with carrying on the tradition of Greek art from antiquity to the present."³

Slender, masculine, and full of youthful virility, Engonopoulos's phantom-like mannequin sages set in a shallow space against the schematised formations of travelling clouds, 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.⁴ "I love the nude body more than the face" the artist himself noted in an interview. "The face may lie. The nude never does. That's why I am not interested in the face. It's only the body that I paint. I love it because it is the chalice of life. As expressive as life is, even when tired. As sparkling as life is, when young."⁵ Here, the artist replaced the heads of his three sages with archetypal geometric forms echoing the ideal world of Plato who considered them pure beauty and fundamental elements for building the world. (Compare N. Engonopoulos, *L'Arrière-Grand-Pepe Schmitt*, 1966). Elemental and three-dimensional, these captivating forms also seem like stemming from a Bauhaus workshop in the 1920s, forming an imaginary cultural bridge that spans the millennia. As noted by Walter Gropius, the great German architect and founder of the Bauhaus School, these original geometric shapes are purely abstract entities that dash through time and all countries, ensuring validity in all human creations.

1. See A. Kafetsi, *Stage Setting Paradoxes of N. Engonopoulos* [in Greek], Hartis review, no. 25/26, November 1988, p.48.

2. K.Perinioti-Agazir, Nikos Engonopoloulos, Mythology, Ypsilon ed., Athens 2006, p. 10, 17.

3. L. Tsikouta, *On Nikos Engonopoulos* [in Greek], Eikastika magazine, no. 48, December 1985, p. 21.

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

5. Apogevmatini daily, 2.8.1969





15

VASSILIOS HATZIS (1870-1915)

In calm waters

signed in Greek and dated '97' (lower left)

oil on canvas

38.5 x 76.5 cm.

£12,000 - 18,000

€16,000 - 24,000

Painted in 1897.

Provenance

Private collection, Greece.



16

CONSTANTINOS MALEAS (1879-1928)

Trees by the sea
signed 'Maleas' (lower right)
oil on board laid on panel
17 x 27 cm.

£10,000 - 15,000

€14,000 - 20,000

Provenance

Private collection, United Kingdom.

Using richly layered brushwork, thick application of paint and strong colours, Maleas, the quintessential master of the Greek landscape, painted this powerful coastal view by focusing on patterns and textures as integral elements to his pictorial arrangement. His artistry created a dynamic tension between nature and abstraction, which is akin to the teachings of Cezanne, who exhorted painters to look for solidity to discover the enduring character and essential content of their subjects. Relying on purely painterly means rather than resorting to the picturesque, Maleas conveys his emotional response to the landscape, translating two humble tree trunks surrendered to the glaring sunlight into a powerful visual language. Our eye follows the darting movements of his brush, as successive touches of bold colour are seized upon and added to the picture surface. Instead of merely depicting a landscape, this restless, expressionistic work conveys the impression that we are witnessing the process of its birth.



17^{AR}

YIANNIS TSAROUCHEIS (1910-1989)

Houses, 1964

signed in Greek and dated '64' (lower left)

watercolour on paper

22.5 X 33 cm.

£8,000 - 12,000

€11,000 - 16,000

Provenance

Property of a Private European Family Collection.

18^{AR}

YIANNIS TSAROUCHEIS (1910-1989)

Fayoum, 1930

signed in Greek (lower right)

watercolour on paper

33.5 x 20.5 cm.

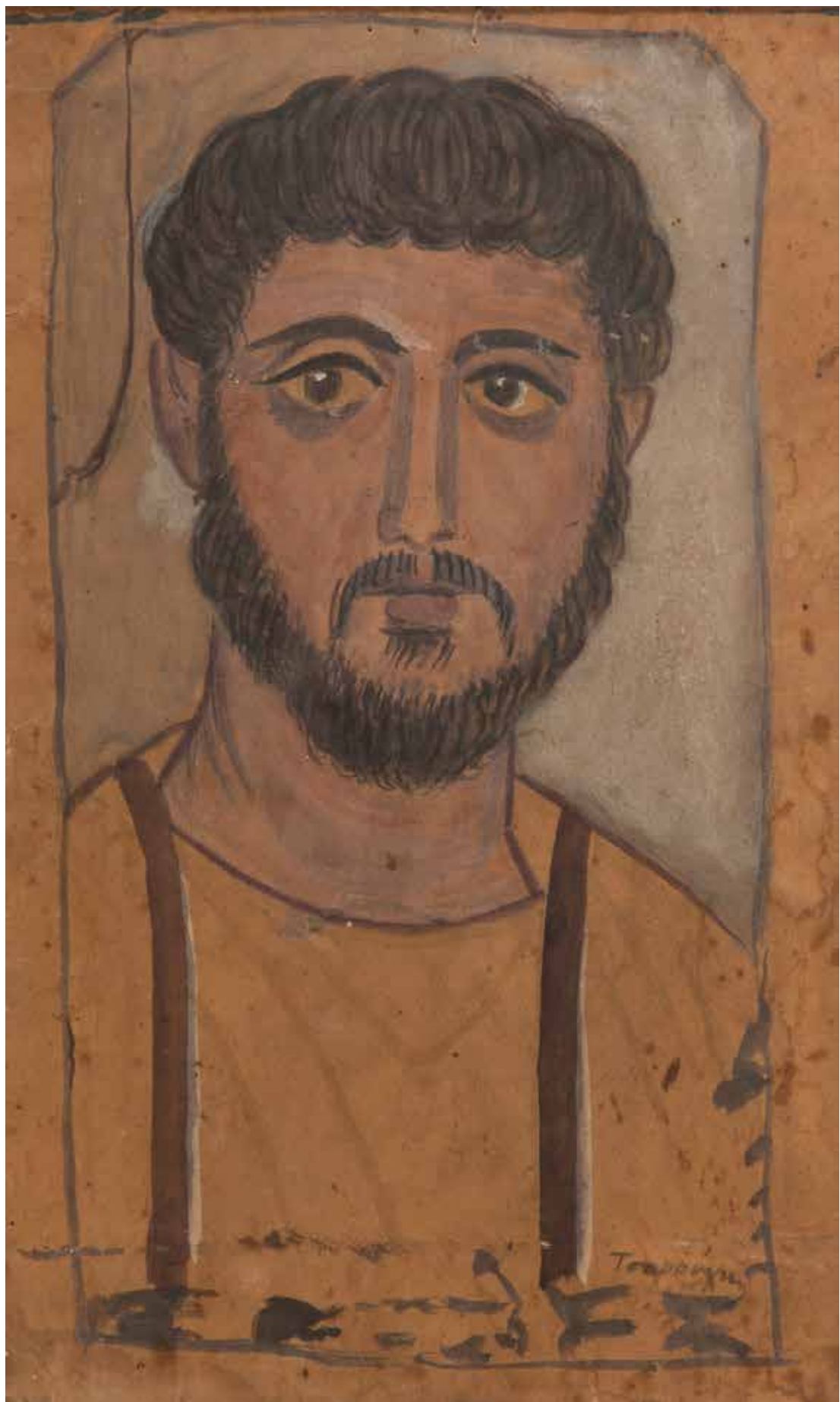
£5,000 - 7,000

€6,800 - 9,500

In 1930 Tsarouchis spent countless hours in the National Archaeological Museum in Athens, studiously copying fine examples of Fayum portraiture from the museum's collection. Lot 18 is based on *Man* (no. 1627), Hadrian period, c. AD 117-138.¹ These magnificent, realistic and contemplative portraits produced in the Nile Valley during Roman times bear the marks of an unquestionably Greek style deeply rooted in the Hellenistic School of Alexandria, which kept alive the conventions of naturalistic representation and passed them over to the Byzantine icon painters. Their frontal poise, direct gaze, pronounced linearity and total negation of three-dimensionality, proved to be a major source of inspiration for Tsarouchis in his effort to reinterpret the age-old tradition of Greco-Roman and Byzantine art in a modern and vigorous manner. (Compare Y. Tsarouchis, *Erotokritos*, sold by Bonhams, The Greek Sale, November 26, 2013, lot 1). The artist himself readily acknowledged the role these Fayum portraits played in his work noting "they helped me see the human face not as an object."²

¹ Illustrated in E. Doxiadi, *The Fayum Portraits*, Adam editions, 1997, p. 179.

² Y. Tsarouchis, *Comments on the Works Included in the Yannis Tsarouchis (1910-1989) Painting* [in Greek], Yannis Tsarouchis Foundation, 1990, no. 29, 30, p. iii.



19

CONSTANTINOS VOLANAKIS (1837-1907)

The arrival

oil on canvas

69.5 x 55 cm.

£20,000 - 30,000

€27,000 - 41,000

Painted c.1880 -1885.

Provenance

G.Kozonis collection, Athens and thence by descent to the present owner.

We are grateful to Professor Manolis Vlachos for his assistance in cataloguing and authenticating the work. Please note that the work will be included in Volanakis' monograph currently being prepared by Prof. Vlachos.

Probably painted around the early to mid-1880s, this fine marine picture—perhaps cropped from a larger composition—demonstrates Volanakis's expert cultivation of a near monochrome, which definitely stems from the School of Munich, while his trenchant design and subtle suggestion of the atmosphere are reminiscent of the great 17th c. Dutch seascape painters. Moreover, as a permanent resident of the port town of Piraeus since 1883, Volanakis had the opportunity to closely observe the moored vessels and depict them with accuracy and finesse, confirming his position as one of the foremost European ship portraitists of the nineteenth century.

Here, the artist captures the moored sailboat's likeness in all her splendour and intricacy, lovingly delineating every detail of masts, sails and rigging, while two anchored sailing ships in the background and a barely visible steamer in the far distance (a perceptive footnote heralding the advent of progress and contemplating the inevitable passing of the age of the great sailing ships) help the viewer map the deep space and be reminded of the expanse that stretches to the horizon and beyond. Special mention should be made of the low horizon that gives full value to the spaciousness of the sky shimmering through luminous white clouds. The whole is at once accurate in particular and yet organised with a quiet power to give us the experience of a space seemingly dominated by human presence but ultimately controlled by nature. Sea, sky and vessel, as well as the two men aboard the boat who blend in perfectly with their surroundings and the natural environment, are forged into an atmospheric unity, lending the work buoyancy and subtle poetry.



20^{AR}

THANOS TSINGOS (1914-1965)

Red and blue flowers

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

oil on canvas

82 x 101 cm.

£12,000 - 18,000

€16,000 - 24,000

Provenance

Charalambos Sfaellos collection, Athens.

Exhibited

Athens, Athenian Technological Institute, *Exhibition of Paintings by Th. Tsingos 1914-1965*, April 13-30, 1965, no. 33 (listed and illustrated in the exhibition catalogue).

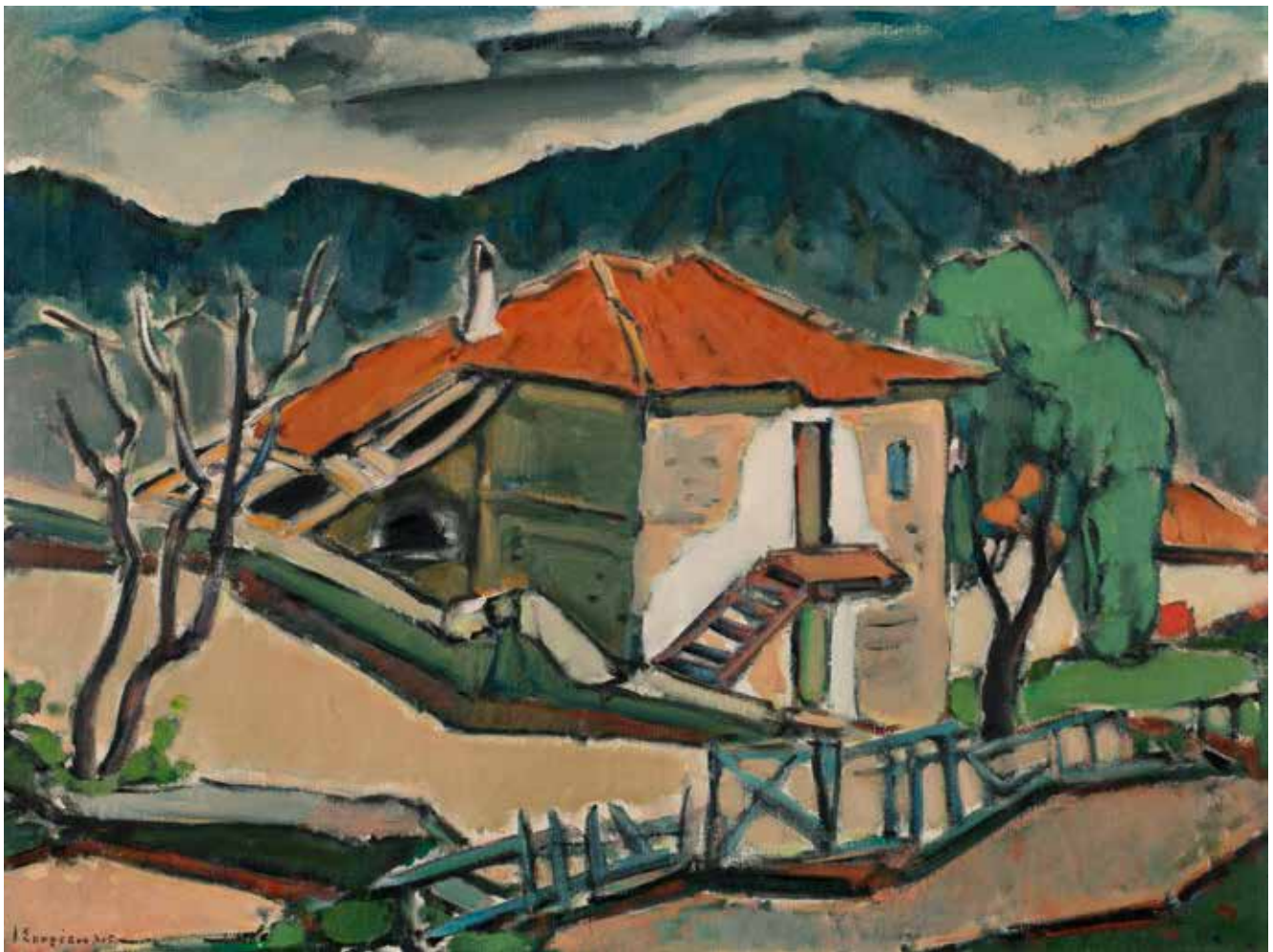
Athens, National Gallery - A. Soutzos Museum, *Thanos Tsingos*, retrospective exhibition, July 1980, no. 143 (listed in the exhibition catalogue, p. 47).



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







21^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Towards Kalavryta
signed in Greek (lower left)
oil on canvas
60 x 80.5 cm.

£8,000 - 12,000
€11,000 - 16,000

Painted c. 1950.

22^{AR}

DIAMANTIS DIAMANTOPOULOS (1914-1995)

Woman in green dress
signed in Greek (lower left)
oil on canvas
70 x 50 cm.

£10,000 - 15,000
€14,000 - 20,000

Painted c. 1978-1980.

Exhibited

Athens, Ora Art and Cultural Centre, *Diamantis Diamantopoulos, Works 1978-1980*, November 17-29, 1980, no. 49 (listed in the exhibition catalogue).

Literature

P. Kounenaki, *Diamantopoulos*, K. Adam editions, Athens 2005, p. 108 (illustrated).

Diamantis Diamantopoulos, Contemporary Greek Artists series, Ta Nea editions, Athens 2007, p. 83 (illustrated).





23^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Early Spring

signed and dated 'Ghika '86' (lower right)

acrylic on paper

25 x 30 cm.

£5,000 - 7,000

€6,800 - 9,500

Provenance

Property of a Private European Family Collection.

Exhibited

London, Royal Academy of Arts, *Nikolas Hadjikyriakos Ghika*, 4 May – 26 June 1988. (cat. No. 22).



24^{AR}

YIANNIS TSAROUCIS (1910-1989)

Rocks with two figures, St. Jean Cap Ferrat
signed in Greek, dated and inscribed
'St. Jean Cap Ferrat 26-4-61' (lower right)
watercolour on paper
36 x 54 cm.

£8,000 - 12,000

€11,000 - 16,000

Provenance

Property of a Private European Family Collection.

Literature

Yiannis Tsarouchis (1910-1989) Painting, Yiannis Tsarouchis
Foundation, Athens 1990, no. 325 (illustrated).





25^{AR}

SPYROS VASSILIOU (1902-1984)

Mirror with vase
signed in Greek and dated '76' (lower right)
acrylic and collage on canvas laid on board
140 X 76 cm.

£10,000 - 15,000

€14,000 - 20,000

This work is accompanied by a certificate of authenticity signed by Kiki Vassiliou and dated 17/2/99.

We are grateful to the Spyros Vassiliou Museum for their assistance in confirming the authenticity of this lot.

26^{AR}

SPYROS VASSILIOU (1902-1984)

Old Athens
signed in Greek and dated '75' (lower right)
acrylic on canvas
81 x 131 cm.

£12,000 - 18,000

€16,000 - 24,000

This work was illustrated in an informational brochure published by the atelier Vassiliou.

We are grateful to the Spyros Vassiliou Museum for their assistance in confirming the authenticity of this lot.

27^{AR}

YIANNIS MORALIS (1916-2009)

Erotic

signed in Greek and dated '94' (upper right); signed again
(on the reverse)
oil on canvas
80 x 80 cm.

£50,000 - 70,000

€68,000 - 95,000

This lot is accompanied by the artist's certificate of authenticity.

Provenance

Acquired directly from the artist by the present owner in 1994.

Distinguished by the inherent poetry and eroticism of the curved line, this magnificent picture, a later version of which is held in the collection of the Basil and Elise Goulandris Foundation, reflects the artist's long preoccupation not only with the schematised and suggestively rendered female form, but also with the inner rhythm and musical resonance generated by the daring combination of varied types, shapes and colours. As aptly noted by Professor D.N. Maronitis, "Moralis's paintings take us directly to the wondrous world of pure vision, which emerges, however, from the world of touch. That's a way to somehow explain the geometry of bodies and colours that are constantly abstracted to reach their final shape and immutable tone."¹ In a similar vein, Athens National Gallery Director M. Lambraki-Plaka made a poignant and poetic remark that perfectly suits the artist's wonderful *Erotic*: in his paintings, "Moralis seeks a geometric ideogram for love."²

Demonstrating solid structure, purity of form, poetic abstraction, disciplined rhythm, harmonious proportions, inspired synthesis of gently flowing curves and ingenious interplay of active and passive themes, *Erotic* achieves a striking balance between passion, feeling and thought. "The erotic encounter of two people, life's greatest mystery, stripped from any external element that threatens to alienate it, is depicted in a simple and, therefore, essential way. The figures are broken down to their constituent parts and then reassembled; as a result the lines take on a symbolic import and respond to each other by means of their contrasts and similarities. Any dryness or harshness that could result from such an austere, constructivist approach, is avoided due to the artist's sensitivity."³ As Nobel Laureate, Odysseus 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 Biblical sense of the sacred. Memories and encounters are repeatedly distilled until they blend into forms of great simplicity and precision. The earth of Aegina and 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."⁴

True to his classical Greek heritage and yet utilising a formal vocabulary balanced to the scale of modern sensitivity, Moralis sought the

realisation of a classical ideal, the discovery of a universal measure for logos and pathos. By focusing on the essential, he expressed what is permanent and universal. "In his fragmented and elliptical figures and in the wealth of his linear compositions and chromatic statements, he neither describes nor narrates but expresses and interprets the forces of creation. Above all else, his paintings are at once erotic, profoundly sentimental and poetic. In them one may trace a progress from earthly to heavenly love, from the sensual aspects of the subject to the universal and eternal, to the metaphysical and transcendental."⁵

1. D.N. Maronitis, "The Gift of Vision" [in Greek], To *Vima* daily, 15.3.1992.

2. M. Lambraki-Plaka, "Parthenis, Ghika, Moralis" [in Greek], To *Vima* daily, 27.9.1992, p. B4.

3. V. Karaïskou, "An Attempt to Approach Yannis Moralis's Work" [in Greek], Sima magazine, no. 7, March-April 1992, p. 20.

4. O. Elytis, preface to the Moralis exhibition catalogue, Iolas-Zoumboulakis Galerie, Athens 1972.

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



28^{AR}

FOTIS KONTOGLOU (1895-1965)

Brigand of Olympus
signed in Greek (lower right)
inscribed with title (on the upper part)
wax emulsion on canvas
93.5 x 68 cm.

£30,000 - 40,000

€41,000 - 54,000

Provenance

Estate of the artist.

Exhibited

Tinos, Ioannis Orfanos Cultural Center, *Fotis Kontoglou, Travel to the Island of Megalochari*, August 15 - September 10, 2000, no. 9 (illustrated in the exhibition catalogue).

The leading advocate for the revival of the Byzantine pictorial tradition in Greece, Fotis Kontoglou, imaginatively combined religious sentiment and Byzantine iconographical conventions, with subject matter often drawn from modern life experiences. His passionate campaign for a secular adaptation of post-Byzantine Orthodox tradition, combined with his radical view that the frugal expressive means of Byzantine icon painting are kindred in spirit to the abstractive conceptions of modern art, had a decisive influence on Greek artists and especially on the exponents of the legendary 1930s generation.

In the *Brigand of Olympus*, the frontality of the figure, echoing the Fayum portraits the painter meticulously copied,¹ as well as the flat rendering of space, absence of chiaroscuro, inner, otherworldly light, earthy colour and schematisation of form stem directly from the Byzantine and Post-Byzantine pictorial tradition, while the disciplined design and delicate modelling, rendered through fluent brushstrokes, evoke a mood of austerity and contrition, lending the notorious brigand a dignified appearance.

In 1932, Kontoglou transferred his idiomatic personal vision to a monumental wall painting that covered two walls of a single room in his house in the Athens district of Kypriadou, a project both bold and original, the like of which had probably not been repeated in Modern Greek art, with the exception of Theofilos. As noted by Professor N. Zias, who prepared the artist's monograph, "during the German occupation, the house was sold for a little olive oil and flour and the new owner covered the walls with oil paint. In 1977-78, however, the plastered images were restored, removed from the wall, and fortunately found a home in the National Gallery in Athens, following a donation by Vassilis and Nikos Goulandris in memory of their brother."²

On one of these walls, now in very poor condition, Kontoglou painted, alongside *Man from Samarina* and *Youth from Aivali*, the *Brigand of Olympus*. According to an oral account of the artist's daughter, Kontoglou was inspired to paint the figure of the brigand by the following event: At some stage -evidently in the 1920s- Kontoglou was painting in the monastery of Hosios Loukas, chiefly working on copies. Suddenly, he noticed that alarmed the monks were fleeing to their cells in terror. Soon after, through the gate of the monastery came a strapping brigand who, to Kontoglou's eye, appeared more like the old *armatoloi* of the Turkish period. Kontoglou, untroubled, continued to draw. Puzzled by the artist's reaction, the brigand approached and asked, pointing to the brush, 'What are you doing with that there?' 'Just that, I'm painting what I see.' Kontoglou answered calmly. 'Can you make me a picture?' asked the brigand somewhat suspiciously. 'Most certainly!' Kontoglou replied and began to draw his sitter. When he finished, the brigand beheld his portrait and started shouting with joy and laughed like a small child. Then, all smiles, he took the portrait and left without disturbing anyone or taking anything from the monastery. Later, at home, Kontoglou repainted this very character."³

¹. Compare Y. Tsarouchis, *Fayum portrait*, lot 18

². N. Zias, *Photis Kontoglou*, Commercial Bank of Greece edition, Athens 1993, fn. 3, pp. 56-57.

³. Ibid, p. 62. See also R. Kopsidis, "A Brave Man of Art" [in Greek] in *Greek Painters - 20th Century*, Melissa editions, Athens 1974, pp. 226-228.

ΛΗΣΤΑΡΧΟΣ

Ἰ ΟΛΥΜΠΟΥ



Φωκία Κολυβάρης



29^{AR}

SPYROS VASSILIOU (1902-1984)

The red boat
signed in Greek and dated '70' (lower right)
acrylic on canvas
53 x 73 cm.

£5,000 - 7,000

€6,800 - 9,500

We are grateful to the Spyros Vassiliou Museum for their assistance in confirming the authenticity of this lot.



30^{AR}

SPYROS VASSILIOU (1902-1984)

View of Sifnos

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

oil on canvas

60 x 81.5 cm.

£7,000 - 10,000

€9,500 - 14,000

Exhibited

Eretria, Mandrotichos, *Spyros Vassiliou '73*, Summer 1973 (illustrated in the exhibition catalogue).

Literature

H. Kambouridis, *Spyros Vassiliou, Exhibitions*, Ikaros editions, Athens 1982, p. 153 (illustrated).

We are grateful to the Spyros Vassiliou Museum for their assistance in confirming the authenticity of this lot.



31^{AR}

THANOS TSINGOS (1914-1965)

Red flowers on purple background
signed and dated 'TSINGOS/61' (lower right)
oil on canvas
92 x 74 cm.

£10,000 - 15,000

€14,000 - 20,000

Provenance

Charalambos Sfaellos collection, Athens.

Exhibited

Athens, Athenian Technological Institute, *Exhibition of Paintings by Th. Tsingos 1914-1965*, April 13-30, 1965, no. 21 (listed in the exhibition catalogue).

Athens, National Gallery - A. Soutzos Museum, *Thanos Tsingos*, retrospective exhibition, July 1980, no. 99 (listed and illustrated in the exhibition catalogue)



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



32^{AR}

YIANNIS TSAROUCHIS (1910-1989)

Flowers in a glass
signed in Greek and dated '17-2-62' (lower left)
watercolour on paper
46 x 36 cm.

£10,000 - 15,000

€14,000 - 20,000

33

VASSILIOS HATZIS (1870-1915)

A peaceful scene by the shore
signed in Greek and dated '97 (lower right)
oil on canvas
60.5 x 98 cm.

£40,000 - 60,000

€54,000 - 81,000

Painted in 1897.

A disarmingly beautiful painting, full of light and joie de vivre, this tranquil seashore scene is one of Hatzis's finest and most accomplished works. Distinguished by crisp design, colour sensitivity, compositional balance (note how the low horizon that gives full value to the spaciousness of the sky is punctuated by the vertical accent of the standing boy) and great skill in rendering groups of people integrated in their natural surroundings, this fascinating image of beached boats and fishermen at work chants the stories of everyday life on the Greek seacoast.

The son of a shipowner and an eminent exponent of the Munich school, though he never studied at the Bavarian capital's Academy of Fine Arts, Hatzis was an exceptional talent, often rivalling or even surpassing his teacher C. Volanakis.





34

SYMEON SABBIDES (1859-1927)

Oriental scene

Signed with initials 'S.S.' (lower right)

oil on canvas laid on card

38 x 43 cm.

£15,000 - 25,000

€20,000 - 34,000

We are grateful to Marilena Cassimatis for her assistance in cataloguing and authenticating the work.



35^{AR}

CONSTANTINOS PARTHENIS (1878-1967)

Landscape

signed and dated 'C.Parthenis.900.' (lower right)

oil on canvas laid on board

45.5 x 58.5 cm.

£20,000 - 50,000

€27,000 - 68,000

Painted in 1900.

Provenance

Private collection, Athens.

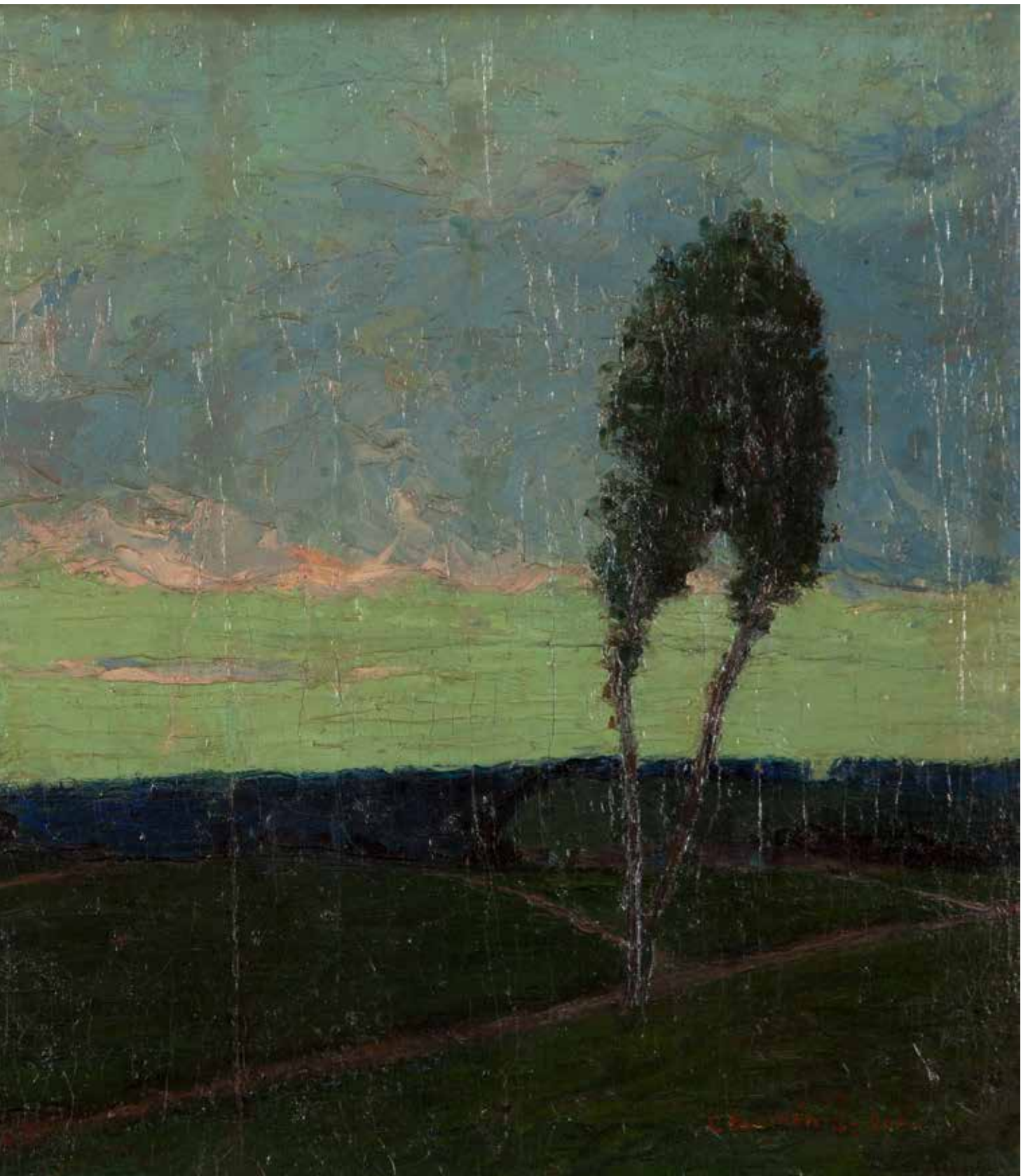
This bold and captivating work was painted when Parthenis was in Vienna, where he resided from 1896 to 1903. (Compare Mountain landscape in Austria [Ischl] in the Koutlidis Foundation collection, 1902, in which the artist repeats the same overall arrangement, with the bulging terrain in the foreground intersected by narrow country pathways, the lone trees in the middleground and the barely visible cottages in the far distance, all handled with broad, sweeping brushstrokes and sharp vertical touches.) In the capital of the Austro-Hungarian Empire, Parthenis had the chance to live in an important centre of European modernism and become familiar with the Viennese Jugendstil and especially the work of Gustave Klimt. In a 1904 issue of the Pinakothiki journal we read: "The music of colours, first introduced by Klimt, was taken up only by Parthenis among Greek artists."¹

In this powerful landscape view, the poetic atmosphere, subtle colour harmonies, absence of human figures and solemn remoteness underscoring the landscape's infinite and eternal nature, leave no doubt that Parthenis had assimilated the achievements not only of Klimt but of many other prominent exponents of the Viennese School, such as Egon Schiele, whose dominant themes of loneliness and the sense of being forsaken, often found unequivocal expression in his depiction of lonesome trees symbolising the human predicament. As noted by Zacharias Papanтониου, the great scholar and Director of the National Gallery in Athens (1918-1940), "Parthenis is not a painter who depicts nature. He is a painter who interprets nature. He uses it to express his moral world. He influences it. He recomposes it. He shapes it. He imposes his feelings on nature."² As the artist himself declared: "Nature inspires me. I use it as an element of my art. It's not the one that is in control. The world around us is our palette, through which we will convey our emotions, our thoughts."³

¹. "Painting" [in Greek], Pinakothiki journal, January 1904, p. 224). See also E. Mathiopoulos, "The reception of Parthenis' Work" in *Art Grows Feathers in Pain* [in Greek], Potamos publ., Athens 2005, pp. 574-594
². Z. Papanтониου, *Valkanikos Tahydromos* daily, 11.5.1920

³. E. Fertis, "C. Parthenis, the Master" [in Greek], *Zygos* magazine, no. 11-12, September-October 1956, p. 26





36^{AR}

NIKOS ENGONOPOULOS (1910-1985)

Greek arcadia, 1960

signed in Greek and dated '60' (lower right)

paints on glass

136 x 115 cm.

£60,000 - 80,000

€81,000 - 110,000

Provenance

Commissioned in 1960 by the family of the present owner.

Literature

K. Perpinoti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonné, Benaki Museum, Athens 2007, no. 800, p. 335 (illustrated).

Commissioned by an Athenian gentleman in the early 1960s to remind him of his ancestral roots in the unspoiled Greek countryside, this captivating rendition of a traditional country genre painted with glowing intensity on a thick glass pane invites the viewer to a festive ritual of pure colour. Enamel-like blues, bright greens and sparkling reds, distilled by the artist with conscious daring and applied side by side on the pictorial surface without tonal gradations, are the same unsullied and true colours found in the best Byzantine wall paintings and the later works of El Greco. However, while El Greco rendered the compositional and colour scheme of Byzantine art in a western manner, Engonopoulos filtered it through the modernist experience, becoming “a cantor in his artistic pew chanting the Byzantine music of colours.”¹ As noted by Erreti Engonopoulou, the artist’s daughter, for Engonopoulos each colour had its own value, its own voice², much the same as in Byzantine art, which he always considered the art form Greeks most closely relate to. Especially when the painting is backlit, the striking colours sparkle like rubies and emeralds and the entire painted surface shines like a stained-glass window in a Gothic cathedral, conveying to the viewers a sense of proceeding from a material to an idealised, celestial world and transporting them from an environment of familiar images into a world of intricate colours and elusive surfaces not solely determined by their own measure. As noted by art critic M. Gyparaki, Engonopoulos is a dedicated coloriste, adhering to a long and rich Greek tradition that goes back to the Homeric epics, a world full of colours that are bound with natural elements, human acts and everyday objects.³

Apart from affording Engonopoulos the opportunity to indulge his fascination with pure colour, this charming rural scene gives him the chance to handle tradition with a modern formal vocabulary and explore the yoking together of old and new, a quest that had always been a defining feature of his art and one of the main aesthetic and ideological preoccupations of his legendary 1930s generation. The pronounced materiality and volumetric handling of form stem directly from both icon painting and the modernist avant-garde (note the schematised, modern-like rocky formation behind the woman, which also recalls Byzantine nativity scenes), 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. “The lack of vast open spaces, 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.”⁴

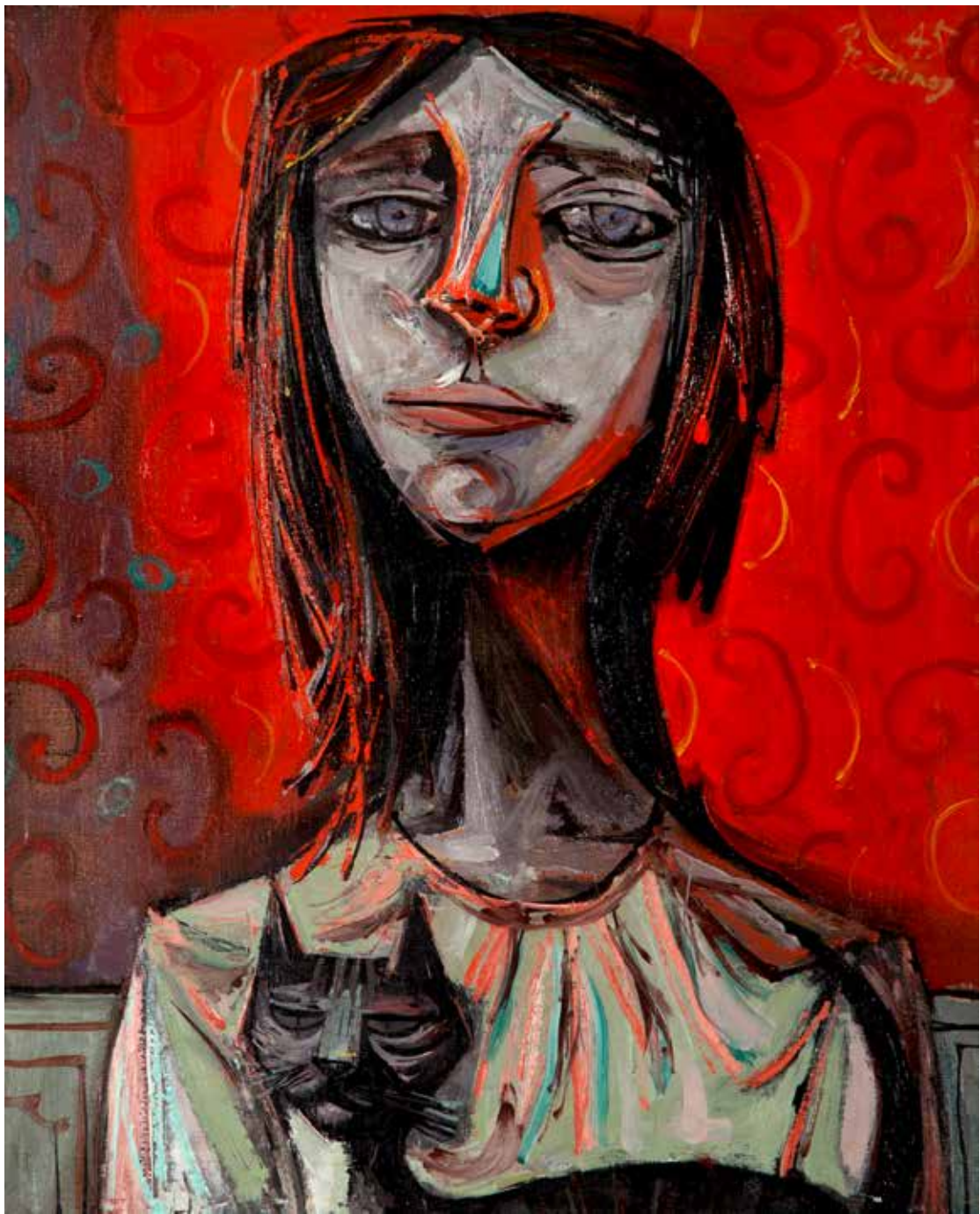
¹. See A. Kastalliotis, “Nikos Engonopoulos” [in Greek], *Synchroni Skepsi* journal, no.4, February 1977, reprinted in *Nikos Engonopoulos*, exhibition catalogue, National Gallery-Alexandros Soutzos Museum, Athens 1983, p. 29.

². E. Engonopoulou, “Freedom and Discipline” [in Greek] in *Nikos Engonopoulos, The Painter and the Poet*, Kathimerini newspaper (Epta Imeres), 25.5.1997, p. 23.

³. *Nikos Engonopoulos, Drawing or Colour* [in Greek], Ikaros editions, 2007, p. 126.

⁴. S. Boulakian, “The Work of Nikos Engonopoulos” in *Greek Painters-20th Century* [in Greek], Melissa publ., Athens 1974, p. 261.





37^{AR}

MARIOS PRASSINOS (1916-1985)

La femme au chat
signed and dated 'Prassinos/45' (upper right)
oil on canvas
62 x 52 cm.

£8,000 - 10,000
€11,000 - 14,000

Exhibited

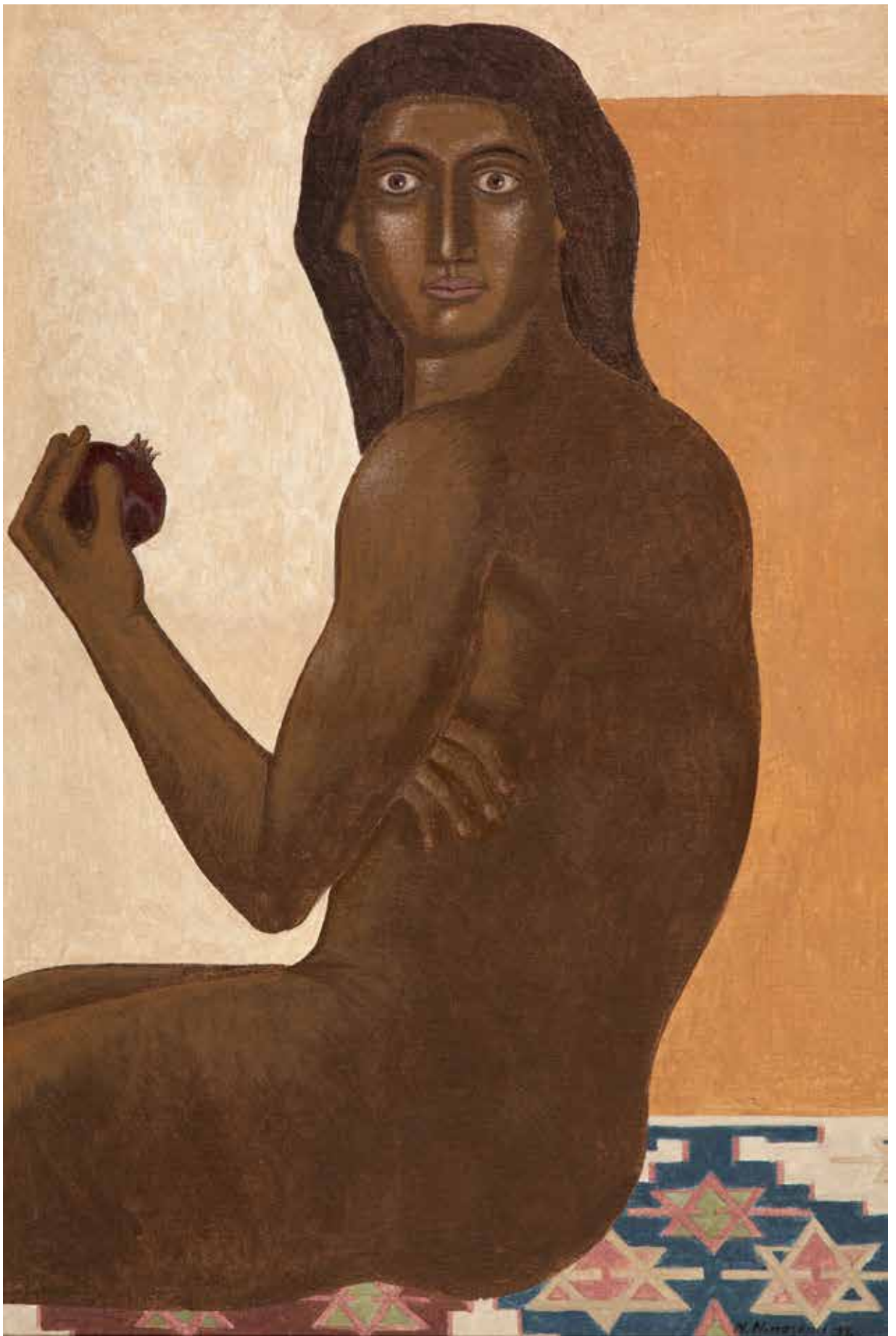
Ermoupolis, Syros island, Cyclades Art Gallery - Municipal Cultural Centre, *Mario Prassinos Retrospective Exhibition 1935-1985*, Ermopouleia 2008, August 2 - September 3, 2008 (illustrated in the exhibition catalogue, p. 24).

38^{AR}

NIKOS NIKOLAOU (1909-1986)

Woman with pomegranate
signed in Greek and dated '76' (lower right)
oil on canvas
96 x 63 cm.

£6,000 - 8,000
€8,100 - 11,000



MICHALIS ECONOMOU (1888-1933)

House near the water
signed 'M.Economoy' (lower left)
oil on board
35.5 x 24.5 cm.

£20,000 - 30,000

€27,000 - 41,000

Provenance

Private collection, Athens.
Sotheby's Greek sale, 12 May 2005, Lot 21.
Private collection, London.

Literature

Afroditi Kouria, *M. Economou*, Adam Publications, Athens 2001, p. 229, fig. 178. (with incorrect dimensions)

A peaceful landscape of a seaside adobe dwelling and an anchored boat 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 a humble, ordinary subject. Although the adobe structures, designed as monolithic cubes carved from a solid volume, have a sculptural quality that articulates a sense of stability and permanence, the whole image generates an atmosphere more akin to a distant, vague recollection than an actual sense experience. This poetic mood introduced by the water reflections in the foreground and heightened by the dark volume of the boat¹, is further accentuated by an ambivalent sense of presence/absence where the human form—suggested rather than depicted on the doorway and along the waterline—seems to partake in the enchanting vagueness of space.

The motif of the house reflected on water, a recurrent theme throughout Economou's oeuvre, creates a binary scheme finely balanced on the peaceful waterline. As noted by Professor A. Kotidis, "the element of reverse symmetry introduced by the reflection of the solid on the fluid provides the painter a bipolarity that allows him to express his psychological state. He tries to find a balance between security and uncertainty in his private life, the same way he seeks equilibrium in his pictorial world."² Reviewing the artist's 1927 one-man show in Athens, the prominent scholar Dionysios Kokkinos noted: "Economou's work is not only a splendid nature seen by an eye with a strong, perceptive lens, with the dominance of technique. It is the emotional response of a powerful temperament to external phenomena. It is the projection of images captured in colour and form by an inner disposition, an aesthetic moment."³

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.

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

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



40^{AR}

YIANNIS TSAROUCCHIS (1910-1989)

Marine reading, 1947

signed in Greek and dated '47' (lower right)

oil on card

34 x 40 cm.

£18,000 - 22,000

€24,000 - 30,000

Provenance

Private collection, Athens.

Tsarouchis's sailors are among the most celebrated and enduring images of 20th century Greece. A potent signifier of masculinity and youthful vigour, the naval uniform also alludes to the seductive call of the sea: the promise of adventure, the mystery, the struggle of men with their destiny. Here, the artist's signature subject is captured in a shallow indoor space at a moment of relaxation, absorbed in the reading of a book or a magazine. His confident poise and overall composure refer to the modern type of the 'thinking soldier', whose folksiness has been softened without stealing part of his masculine identity. (Compare Y. Tsarouchis, *Sailor Reading*, 1980). Imaginatively combining a keen eye for many neglected aspects of popular culture with a deep understanding of a wide range of art forms, from Byzantine icons and Fayum portraits to old master paintings and Matisse, Tsarouchis probed into the inner world of Greekness, elevating a sailor posing in his studio into a symbol of the Modern Greek spirit.



41^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Santorini, 1967

signed and dated 'Ghika/67' (lower left)

oil on canvas

45 x 56 cm.

£40,000 - 60,000

€54,000 - 81,000

Literature

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum edition, Athens 2011, no. 383, p. 302 (illustrated).

Guided by the Dionysian character of magical Santorini, this “queen of Aegean pulses and wings” as Nobel laureate Odysseus Elytis once called it, Ghika produced a powerful townscape throbbing with expressionistic energy. With the assistance of a sickle-shaped curve at the centre of the composition, the island’s labyrinthine architecture is pulsating and contorted, sweeping the crooked shapes of rooftops, arches and walls into a cosmogonic whirlpool. The rhythmically developed and spatially distorted depictions of Byzantine towns -used as backdrops for religious subjects in much of icon painting, are here pushed to a relentless extreme, transformed into a dense web of fragmented lines, sharp angles and spiralling curves, a recollection perhaps of the destructive Santorini earthquake in 1956.¹

Starting off with a Cezannesque conception of the landscape’s deeper geometrical structure, and after breaking it down to its component pieces in accordance with post-cubist doctrines, the painter set about recomposing it, investing it at the same time with poetic feeling. According to the painter himself, the fragmented planes and spatial distortions cultivated by cubism also allude to an enduring convention of Greek art: “The character of the Greek *schema*, whether in antiquity, the Byzantine era or folk art, is by and large geometric.”²

¹. See H. Kambouridis - G. Levounis, *Modern Greek Art-The 20th Century*, Athens 1999, p.123.

². N. Hadjikyriakos-Ghika, “On Greek Art” [in Greek], *Neon Kratos* journal, no. 5, January 1938.





42^{AR}

ALECOS FASSIANOS (BORN 1935)

In front of the wall
signed in Greek and titled (upper left)
oil on canvas
143 x 207 cm.

£50,000 - 80,000
€68,000 - 110,000

Painted in 1988.

Exhibited

Thessaloniki, Macedonian Museum of Contemporary Art, *A. Fassianos, Paintings 1953-1993*, September 1993, no. 111 (illustrated in the exhibition catalogue).

Captured in sharp profile and set against a pale background that accentuates his imposing presence, Fassianos's virile youth is remoulded into an archetypal figure on an ancient Greek vase, capturing the eternity of the moment. The wind that tosses his hair is the same wind that pervades Homer's epics and fills Odysseus's sails on his way to meet the Sirens.¹ Embraced by the miracle of the Greek summer light and suffused in the luminous atmosphere of the Aegean, the young man is transformed into a divinity of a modern-day pantheon, retracing, in reverse, the ancient tradition that allowed the great Olympians to assume the guise of mortals.²

A simple scarf, some humble straws, a small house on a hill, a low courtyard wall and a pair of friendly birds suffice to give us a sense of identity. As noted by art historian E. Agathonikou "there is continuity and cohesion in Fassianos's oeuvre from his early output till today. His small coffee-shop table admired at the Young Artists Salon in 1958 still survives in his recent compositions. His forms may have changed over the years but his artistic vision remains the same: the myth of Greece which he carries within himself."³

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

². J.M. Drot, as quoted in *Alecoss Fassianos, Athlos, Mythos, Eros* [in Greek], Kastaniotis publ., Athens 2004, p. 82.

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





43^{AR}

YIANNIS SPYROPOULOS (1912-1990)

PHORA A/ALKAR No 1

signed in Greek (lower right); signed, titled and dated 'Jannis Spyropoulos PHORA A' Athens 1962' (on the reverse)

oil on canvas

114 x 162 cm.

£20,000 - 30,000

€27,000 - 41,000

Provenance

Private collection, Athens.

Exhibited

Mainz, Institute of Art History, International Symposium on European Art, *Yannis Spyropoulos*, June 26 - July 20, 1962.

Lünen, Westfalen, Theater der Stadt Lünen, *Yannis Spyropoulos*, October 27 - November 17, 1963 (illustrated in the exhibition catalogue - cover illustration).

Nürnberg, Fränkische Galerie, *Yannis Spyropoulos - Christos Capralos*, May 28 - June 21, 1964.

Sydney, David Jones' Art Gallery, *Jannis Spyropoulos*, March 10-27, 1965.

Athens, National Gallery - A. Soutzos Museum, *Yannis Spyropoulos, The Classic of Abstraction 1912-1990*, April 14 - June 30, 1995, no. 559 (illustrated in the exhibition catalogue, p. 71).

Literature

C. Christou, *Yannis Spyropoulos*, Athens 1962, p. 193 (illustrated).

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 559, p. 171 (referred), p. 286 (listed).

Y. Papaioannou, *Yannis Spyropoulos - Monograph*, Yannis and Zoe Spyropoulos Foundation, Athens 2010, p. 359 (illustrated).

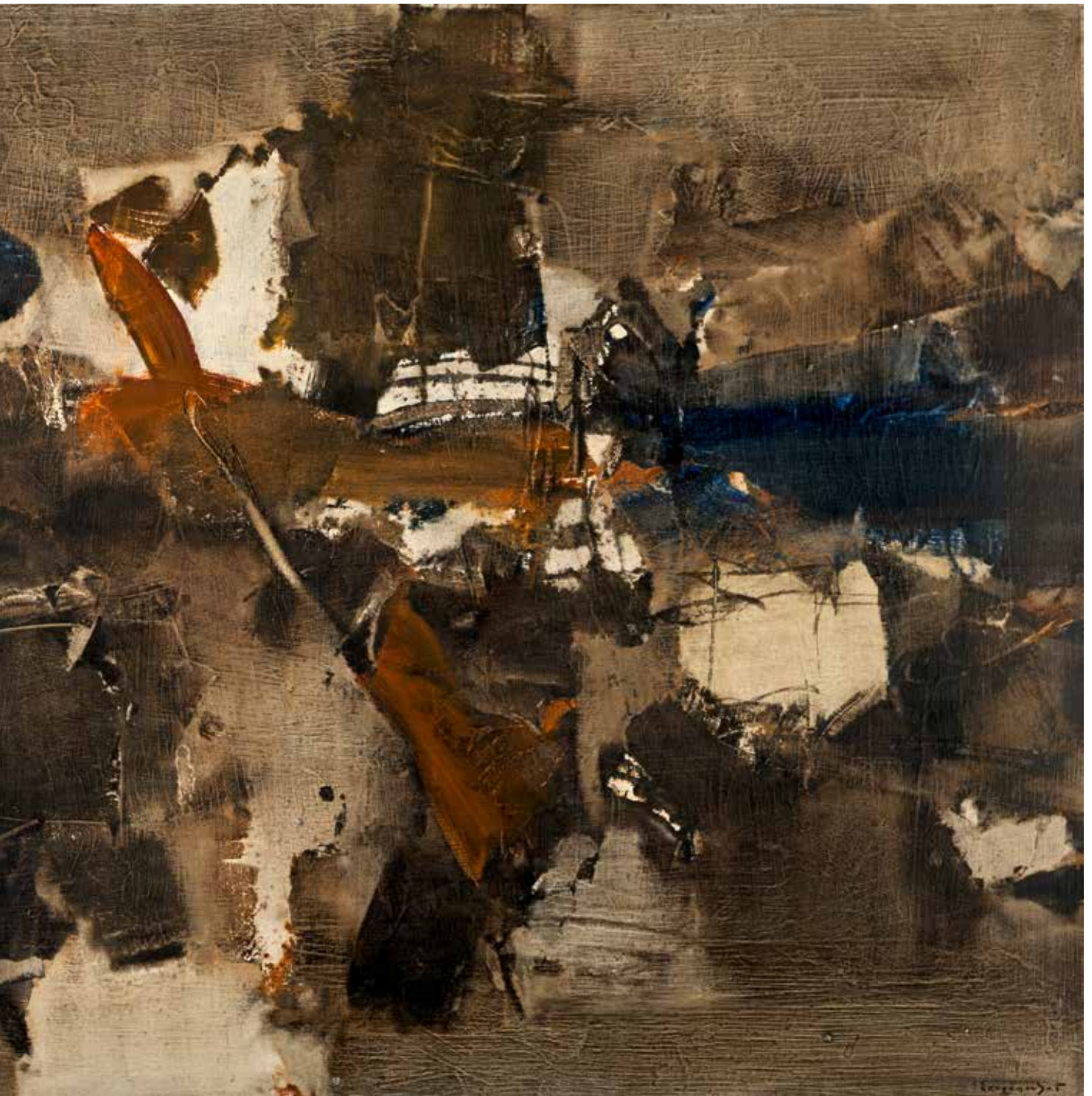
In 1960, at the time of his first great success in winning the UNESCO prize at the Venice Biennale, Spyropoulos used a subdued palette dominated by beiges and browns. Then, in 1961, as amply demonstrated by this exquisite painting, there began a gradual brightening of the prevailing colours with forms emerging in craters of blue and orange-red. As noted by Professor C. Christou, "this kind of red, which emerges through layers of black, has the power to change the entire character of the work. With this, everything becomes movement and life, everything is shaken by a secret desire to break free from the confines of the canvas and merge with the world. This lively red, which appears in almost all of Spyropoulos's works from 1961, represents an optimistic new beginning vis-à-vis the mystery of black. It conveys the belief that despite the destructive forces of our time, there's always a part of the human soul where the sacred fire still kindles."¹

In 1962, the work was included in the artist's one-man show in Mainz, Germany, at the International Symposium on European Art. Prefacing the exhibition catalogue, art critic F. Gerke noted: "These compositions interpret the landscape and translate its constituent parts into shapes and forms, while belonging to the realm of spiritual conceptions." Likewise, art history professor M. Avi-Yonah, speaking on the work of Spyropoulos at the National Museum of Israel, made the following comment: "His paintings appear to symbolise something which is growing all the time. However, this growth is not of a physical, but of a spiritual nature. The pictures act upon us as mysteries -mysteries in the religious sense."² The final result is a daring declaration of artistic freedom, nonetheless obedient to an inner discipline; a splendid composition of energetic shapes that, ruled by an innate logic as well as unleashed emotion, tend to spread out beyond the confines of the canvas. The longer you look at Alkar no. 1, the more it expands before you like the horizon.

¹ C. Christou, *Jannis Spyropoulos* [in Greek], Athens 1962, p. 200.

² as quoted in E. Strousa, "From Deconstruction to Genesis" in *Jannis Spyropoulos*, Edition of the Workers' Fellowship, Athens 1989, pp. 43-44.





44^{AR}

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Tableau, 1983

engraved with monogram and dated '83' (lower left)

mixed media mounted on wooden panel

85 x 115 cm.

£35,000 - 45,000

€48,000 - 61,000

Provenance

Acquired by the current owner in 1991 from the André Simoens Gallery, Knokke-le-Zoute.

Exploring the relationship of technology and artistic vision in today's world, *Tableau* 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. As noted by art critic W. Andersen, "all of Takis's works relate directly to objects that exist in the real world in some previous context. They gain potency as images by approximating, while at the same time transforming what we expect from the world."¹ Wires, fuses, ammeters and other electrical components 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."²

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

² Takis with Felix Guattari in discussion, *Art Magazine*, no. 1, November 1993, p. 34.



45^{AR}

LUCAS SAMARAS (BORN 1936)

Reconstruction #58
sewn fabrics on canvas
165 x 177.5 cm.

£50,000 - 70,000

€68,000 - 95,000

Executed in 1979.

Provenance

The Pace Gallery, New York (No 8239).
Xippas Gallery, Paris and Athens.
Private collection, Athens.

Exhibited

New York, Pace Gallery, *Reconstructions at the Pace Gallery*,
November 29, 1979 - January 5, 1980 (illustrated in the exhibition
catalogue).
Paris, Xippas Gallery, *Lucas Samaras*, September 14 - November 9,
1991 (possibly).
Athens, National Gallery - A. Soutzos Museum, *Lucas Samaras
Retrospective*, April 4 - June 30, 2005 (illustrated in the exhibition
catalogue, p. 187).

Literature

K. Koskina, *Lucas Samaras*, Contemporary Greek Artists series, Ta
Nea editions, Athens 2009, p. 12 (illustrated).

Demonstrating a daring combination of traditional form and revolutionary thrust, Samaras's *Reconstruction* # 58 harmonises disparate materials into a multi-layered composition of chaotic yet ultimately fascinating totality. Stitched together from vibrantly patterned swatches of fabric, this work by this cult figure of the postwar international avant-garde unleashes a wild energy generated by colliding planes, jarring colours and fractured, prismatic space. With its slashing diagonals and sense of intense speed of execution, it shares a feeling of action painting, while the quilt-like effect brings it closer to the pattern and decoration movement. A son of a furrier from Kastoria who had immigrated to the United States in the late 1930s, Samaras spent many of his teenage summers in his father's New York City shop stitching small pieces together. "The autobiographical aspect of the genre is deepened by this incorporation, like much of his work, of elements traditionally associated with craft which Samaras has brought into the domain of fine art."¹

Prefacing Samaras's 'Reconstructions at the Pace Gallery' show in New York, which presented new fabric works from 1979 including *Reconstruction* # 58, art critic Kim Levin noted: "Samaras makes big opulent fabric works that are almost impersonal, sleek and abstract, conforming to the large scale, rectangular format and flat picture plane of conventional modern painting. All the motifs of his previous work reappear in the patterned cloth he stitches together into dazzling patchworks, as if he were piercing the whole fabric of his past art into a grandiose and comedic quilt. His identity is embedded in them. In these new Reconstructions black and white fields of pattern sporadically

burst into technicolor as angling patches of floating colour emerge, or a sudden block of tiny patches steps down to a different scale to form an isolated disorienting whirlpool. His surfaces have always been fields of particles, and now granular bronze and silver cloth are molten distillates of his earlier encrustations. He has always worked by accumulation, by repetition, by insistence, and has always transformed tacky banal materials into glittering magical surfaces. And the tactile excitations of his past work are magnified in these sensual patchwork skins of cloth that flirt with Islamic latticing, oriental calligraphy or giant brushworks in an irrational amalgam of the romantic past. Subjected to repeated destructions and reconstructions—which is how they got their name—their making involves not only the usual violations of Samaras's work but a process which resembles the ruthless alterations of action painting. There's no way to avoid it: Samaras's Reconstructions must be seen as paintings, highly sophisticated and completely perverse. Big dazzling abstractions. They are also variegated, witty, improvisational hybrid surfaces that fuse random and disparate materials into a seamless expressive whole. They reconstruct not folk handicraft but modernist art."²

¹. T. McEvilly, "Intimate but Lethal Things: the Art of Lucas Samaras" in *Lucas Samaras Objects and Subjects 1969-1986*, exh. cat., Abbeville Press, New York 1988, p. 28.

². K. Levin, preface to the *Samaras, Reconstructions at the Pace Gallery* exhibition catalogue, New York, 1979.





46^{AR}

CHRISTOS BOKOROS (BORN 1956)

Olive tree/candle

signed in Greek and dated '96' (lower right)

oil pigments and paints on gilded panel

100 x 80 cm.

Painted in 1996.

Provenance

Zoumboulakis galleries, Athens.

Private collection, Athens.

£10,000 - 15,000

€14,000 - 20,000



47^{AR}

CHRISTOS BOKOROS (BORN 1956)

Seven flames

signed in Greek (lower right) and bearing the artist's stamp (on the reverse)

mixed media on canvas

100 x 100 cm.

£10,000 - 15,000

€14,000 - 20,000



48^{AR}

JANNIS KOUNELLIS (1936)

Untitled/Mandolin

signed and numbered 'Kounellis 6/25' (on the reverse)
mandolin, charcoals, lithograph, framed in metal box
107 x 71.5 x 18.5 cm.

£7,000 - 10,000

€9,500 - 14,000

Provenance

Gallery Lelong, Paris.
Private collection, Athens.

Exhibited

Basel, Art fair, June 2009.



49^{AR}

CHRYSSA (VARDEA) (1933-2013)

Neon box

signed and numbered '9/12 Chryssa' (on a label on the reverse)

neon lights, plexiglass box

48 x 38 x 24 cm.

£6,000 - 8,000

€8,100 - 11,000

We are grateful to S. Michalarias for his assistance in confirming the authenticity of this lot.

50^{AR}

THANOS TSINGOS (1914-1965)

Spring

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

oil on canvas

200 x 200 cm.

£35,000 - 55,000

€48,000 - 75,000

Provenance

Keti Dialisma collection, Athens.

Dinos and Eleni Economidis-Doumbas collection, Athens and thence by descent to the present owners.

Exhibited

Athens, Zappeion Hall, 8th Panhellenic Exhibition (posthumous homage), April-May 1965.

Athens, National Gallery - A. Soutzos Museum, *Thanos Tsingos*, retrospective exhibition, July 1980, no. 109 (listed in the exhibition catalogue, p. 43).

Literature

Zygos magazine, no. IV-65, May 1965, p. 43 (illustrated).

In front of this monumental painting—perhaps the largest format Tsingos ever used—the viewer's eye travels along the vigorous lines, following the hand of the painter as he waves his magic across the picture plane. Every sinewy stem and every vibrating petal is at once an integral part of the flower and a separate celebration with an abstract life of its own. Pure energy and dynamic gesture, but also grace, sensitivity and delicacy of touch are demonstrated by a visionary bohemian and a wizard of colour, who transformed thick impasto into fireworks of improvised strokes and dabs of paint. The picture works its magic by breathing life to a field of flowers that seem to sprout directly from the tube, born of the material itself.



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





51^{AR}

POLYKLEITOS RENGOS (1903-1984)

Quai de Grenelle et Palais du Trocadero
bears later signature 'Pol.Regos' (lower right)
oil on canvas
79 x 92.5 cm.

£6,000 - 8,000
€8,100 - 11,000

Painted in Paris in 1931.

Provenance

Estate of the artist.

Exhibited

Thessaloniki, Institut Francais de Thessalonique, *Polykleitos Rengos*, November 4-21, 1986, no. 19 (listed in the exhibition catalogue).
Larissa, Municipal Art Gallery of Larissa - G.I. Katsigras Museum, *Polykleitos Rengos*, December 11, 1998 - February 5, 1999, no 7, (listed and illustrated in the exhibition catalogue).



Two sketches from the artist's autobiographical pages, *Ma vie à Paris*.



52^{AR}

DIAMANTIS DIAMANTOPOULOS (1914-1995)

Man with hat and red tie
signed in Greek (lower left)
oil on canvas
34 x 25 cm.

£15,000 - 20,000

€20,000 - 27,000

Painted c.1937-1949.

Provenance

Kleonas Pantelidis collection, Athens.
Private collection, Athens.

Literature

Athens, National Gallery and Alexander Soutzos Museum, *Diamantis Diamantopoulos*, 1978, no 63 (illustrated in the exhibition catalogue).

53^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

La Jardiniere

signed 'Ghika' (lower right)

acrylic on card

97 x 64 cm.

£20,000 - 30,000

€27,000 - 41,000

Painted in 1972.

Provenance

Alexander Iolas collection.

Nees Morfes gallery, Athens.

Private collection, Athens.

Exhibited

Milan, Alexander Iolas Gallery, *Ghika's 19th Personal Exhibition*,
October 1972 (illustrated on the exhibition poster).

Imbued with the breath of the earth and blessed by the miracle of Greek light, *Gardener* is a luminous and cheerful work that speaks about the artist's lifelong fascination with the magic of painting. This cascade of light and colour spins and swirls around an agile and rhythmically orchestrated nexus of dynamic lines and forms, so that the whole composition, including the spectral female silhouette on the left hailing the sun (perhaps a shadowy portrait of the artist's wife), is immersed in a constantly changing and revived atmosphere. The angular geometry that informed so many of Ghika's "Gardens" in the 1950s now gives way to a whirlpool of interwoven lines and forms, while the ordered architectural structure of his landscapes is gradually replaced by a world subject to natural forces. In the 1970s, inspired perhaps by Japanese calligraphy's constant flow of brush and pen, the artist delved into the innermost secrets of nature and explored the landscape's constant movement and dynamic elusiveness, expressing "the most arcane nuances of the mystery of natural phenomena."¹

¹ Nikos Hadjikyriakos-Ghika, *From the East* [in Greek], Athens 1989, p. 43.



THEOFILOS HADJIMICHAIL (1867-1934)

Girl with hat
 natural pigments on canvas
 81 x 41 cm.

£18,000 - 22,000

€24,000 - 30,000

Provenance

Andreas Embeirikos collection, Athens.

Private collection, Athens.

Exhibited

Athens, British Council, *Theofilos Exhibition*, May 2-31, 1947, no. 27.

Athens, Hellenic-American Union, *Exhibition of Works by the Painter*

Theofilos, February 7-26, 1964, no. 90. (listed in the exhibition

catalogue).

Literature

Angloelliniki Epitheorisi magazine, vol. 3, no. 1, May 1947, no. 27, p.

33 (listed), p. 6 (illustrated).

Theofilos, Commercial Bank of Greece edition, Athens 1966, no. 142 (illustrated).

Zygos magazine, no. IV-66, April 1966, p. 56 (discussed), p. 57

(illustrated).

A.Hadjiyannaki, *Theofilos*, K. Adam editions, Athens 2007, p. 152

(illustrated).

In his keynote speech at the opening of Theofilos's 1947 retrospective at the British Council in Athens, the future Nobel laureate George Seferis noted: "I'm afraid that my excitement may be taken as lack of judgment. It's the same excitement I'm trying to control for the past thirteen years, ever since Andreas Embeirikos showed me, with infinite reverence, paintings by Theofilos. Since then, every time I lay eyes on one of these works it feels like that first encounter. As if the wall of a dull room was torn down - of this depressing art we so thoughtlessly produce since the years of the 1821 Revolution. I was as thrilled as when I read General Makriyannis's memoirs for the first time."¹ This seminal speech by Seferis was published in the May 1947 issue of the British -Hellenic Review (Angloelliniki Epitheorisi), which ran a special on Theofilos, including reproductions of nine of his finest works. One of them was *Girl with hat*.

Instinctively combining exceptional design, delicate drawing and a vibrant palette with a deep sense of place and history, Theofilos became a point of reference for the most prominent Greek intellectuals of the 20th century, who considered him a great artist and an uncorrupted student of the senses who made us see the world with a different eye and gave expression to the true face of Greece.² Although some of his defining stylistic traits, such as the bold outlines and the overall flatness of design, are akin to many great masters of modern art (Professor R. Guillien notes that when he looks at *Girl with hat* he is reminded of Manet)³, Theofilos's roots go way back to the Byzantine world and the ancient Aegean and it is this heritage that makes him paint in a distinctly Greek manner.⁴ As the painter O. Kanellis once said, wherever in the world one sees a painting by Theofilos, they will instantly say: "This is no doubt a Greek work of art."⁵

¹. G. Seferis, "Theofilos" [in Greek], Angloelliniki Epitheorisi magazine, vol. 3, no. 1, May 1947, p.2.

². O. Elytis, *The New Greek Myth*, Asterias, Athens 1973 and G. Seferis, Angloelliniki Epitheorisi, p. 2.

³. R. Guillien, "About Theofilos" [in Greek], Zygos magazine, no. IV-66, April 1966, p. 56.

⁴. See A. Xydis, *Proposals for the History of Modern Greek Art* [in Greek], vol. 1, Athens 1976, p. 36-38.

⁵. O. Kanellis, "The Painter Theofilos" [in Greek] in *The Painter Theofilos in Mytilene*, exhibition catalogue, Mytilene 1962.

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, 10 - 12 November 2015. This painting will be located in Athens during the auction.



55^{AR}

NIKOS ENGONOPOULOS (1910-1985)

Maison de Zante

signed in Greek and dated '1950' (lower right)

tempera on card

43 x 36 cm.

£18,000 - 25,000

€24,000 - 34,000

Exhibited

Athens, Skoufa Gallery, *Hommage à Nikos Engonopoulos*, December 5-16, 1995, no. 1.

Athens, Galerie 3, *The Watertight Compartments of Greek Space*, May 13 - June 7, 1996, no. 9 (illustrated in the exhibition catalogue).

Literature

N. Engonopoulos, Bolivar, 2nd edition, Ikaros editions, 1962, p. 29 (illustrated).

N. Engonopoulos, Bolivar, 3rd edition, Ikaros editions, 1968, p. 47 (illustrated).

N. Engonopoulos, *Hellenic Houses (18 Renditions of Greek Houses)*, National Technical University of Athens, Athens 1973, p. 35 (illustrated).

Nikos Engonopoulos, retrospective exhibition catalogue, National Gallery - A. Soutzos Museum, Athens 1983, p. 75 (illustrated).

N. Engonopoulos, Bolivar, 4th edition, Ikaros editions, 1983, p. 53 (illustrated).

N. Engonopoulos, Bolivar, 5th edition, Ikaros editions, 1993, p. 53 (illustrated).

A. Kotidis, *Modernism and "Tradition" in Greek of the Interwar Period*, University Studio Press, Thessaloniki 1993, no. 241, p. 302 (discussed and illustrated).

Inside magazine, June 1996.

N. Engonopoulos, *Hellenic Houses*, NTUA Press, Athens 1996, p. 35 (illustrated).

N. Andrikopoulou, *Tracing the Footsteps of Nikos Engonopoulos*, Potamos editions, Athens 2003, p. 60 (referred).

D. Vlachodimos, *Reading the Past in Engonopoulos*, Indiktos editions, Athens 2006, p. 210 (referred).

K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no. 373, p. 266 (illustrated), p. 433 (illustrated).

N. Haini, *The Painting of Nikos Engonopoulos*, doctoral dissertation, National Technical University of Athens, Athens 2007, p. 872 (discussed), p. 873 (illustrated).



56

MICHALIS ECONOMOU (1888-1933)

Houses with boat
signed 'M.Economou' (lower left)
oil on card
29 x 60 cm.

£20,000 - 30,000

€27,000 - 41,000

Provenance

Private collection, Athens.

Literature

Afroditi Kouria, *M.Economou*, Adam publications, Athens 2001, p.178, no 129 (illustrated).

An ethereal painting of vibrating pulse and melodic rhythm, *Houses with boat* amply demonstrates Economou's interpretative approach to nature. Starting out from an impressionistic rendition of light and colour sensations, this true master of early 20th century Greek art adopts an abstractive vocabulary combined with an inward lyricism to formulate a new perception of the landscape. Natural and manmade subjects, with their stylised shapes, sinuous lines and undulating, curvilinear forms, become a screen on which the artist has projected the mystical wonderland of his inner world. Everything is designed by means of the curvilinear, while the presumed solidity of the seaside dwellings, instead of being consolidated and finalised through a series of verticals and horizontals, is actually undermined by the their elliptical shapes.¹ As a result, a simple, ordinary subject is transformed into a highly evocative image, generating a dreamlike atmosphere and charged with symbolic, almost metaphysical import. "An ambivalent sense of presence/absence suffuses these silent images, suspended between real time and memory, in a poetic 'timescape' where human presence is suggested rather than depicted."²

In 1927, D. Kokkinos noted that the latest works by Economou were true works of poetry, but so masterfully rendered that their significance as paintings prevailed.³ As noted by A. Kouria, who prepared the artist's monograph, art critics of the time urged collectors to hasten and purchase these works. In light of the critical and popular acclaim his two one-man shows (1926 and 1927) met with, it's no wonder that his works adorned the collections of major early 20th century Greek collectors, such as C. Loulis, G. Stringos and A. Benakis.⁴

¹. See A. Kotidis, *Modernism and Tradition* [in Greek], University Studio Press, Thessaloniki 1993, p. 201.

². Kouria, *Michalis Economou* [in Greek], Adam editions, Athens 2001, pp. 106-116.

³. As quoted in Kouria, p. 125.

⁴. Ibid, p. 125.







57^{AR}

ALECOS FASSIANOS (BORN 1935)

Blue soldier

signed in Greek (upper right)

oil on canvas

73 x 49.5 cm.

£6,000 - 8,000

€8,100 - 11,000

Painted c. 1957-1965.



58^{AR}

DIMITRIS MYTARAS (BORN 1934)

Abstract composition
signed in Greek and dated '61' (upper right)
oil on canvas
150 x 73 cm.

£10,000 - 15,000

€14,000 - 20,000

Provenance

Nees Morfes gallery, Athens.
Private collection, Athens.





59^{AR}

MARINA KARELLA (BORN 1940)

Gold as Sulphur/Coffee shop
signed and dated 'Marina Karella 93' (lower right)
oil on canvas
202 x 145 cm.

£6,000 - 8,000

€8,100 - 11,000

Provenance

Zoumboulakis Galleries, Athens.
Private collection, Athens.

Exhibited

Athens, Benaki Museum, *Marina Karella retrospective*, March 2008.
Athens, Zoumboulakis Galleries, *Marina Karella*, April 1993 (illustrated
in the exhibition catalogue).

Literature

Marina Karella, Fereniki Publications, Athens 2005, p. 199 (illustrated).

60^{AR}

PANAGIOTIS TETSIS (BORN 1925)

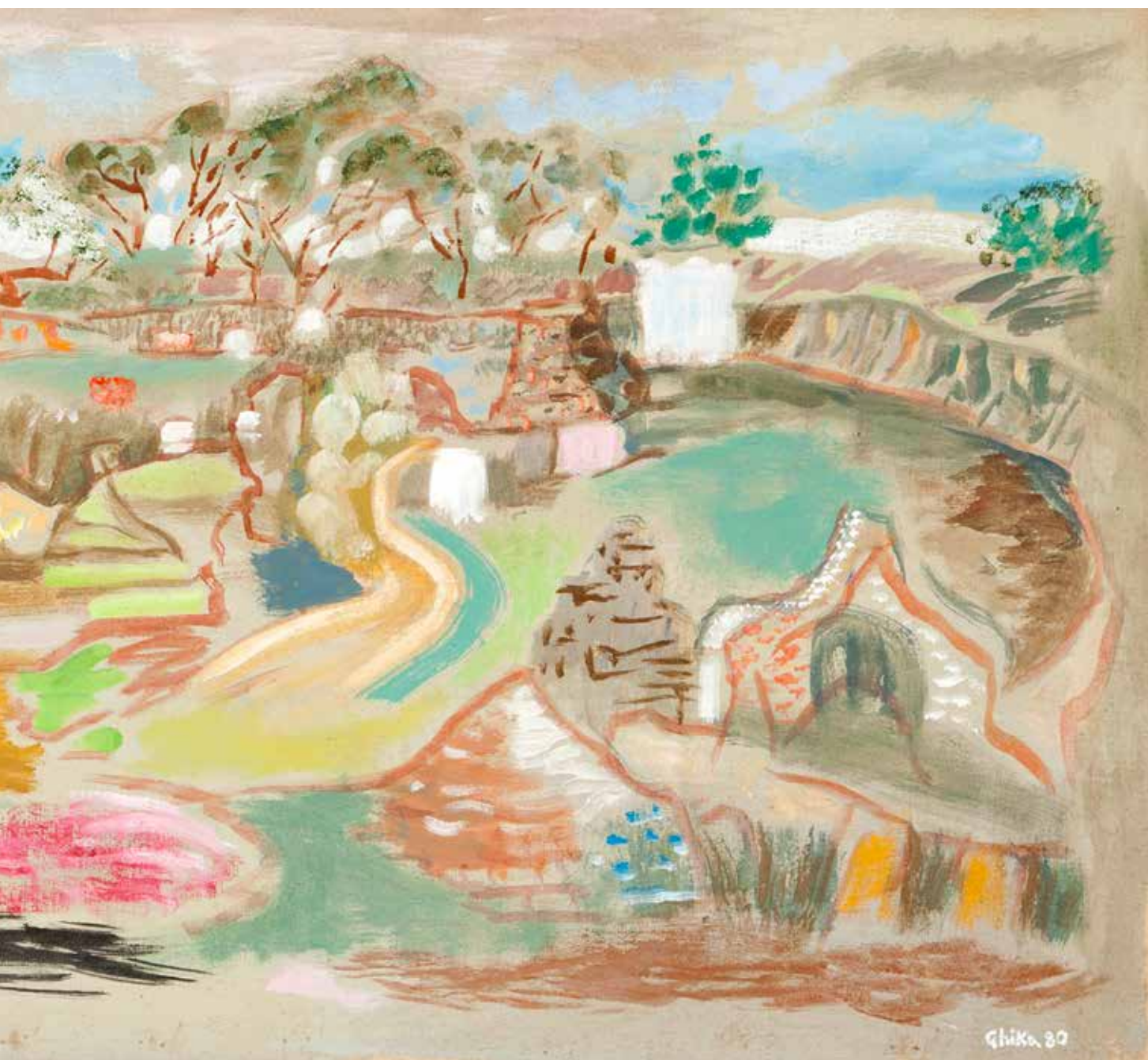
Still life with flowers
signed in Greek (lower right)
pastel on paper
40 x 58 cm.

£6,000 - 8,000

€8,100 - 11,000

The work is registered in the e-archive DAMSpace of the ISET (Institute
of Contemporary Greek Art) under the number AR0537_PHWR_00403.





61^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Village in Spring

signed and dated 'Ghika 80' (lower right);

titled and dated (on the reverse)

acrylic on canvas

53.5 x 115 cm.

£60,000 - 80,000

€81,000 - 110,000

Provenance

Zoumboulakis Galleries, Athens.

Private collection, Athens.

Exhibited

Athens, Zoumboulakis Galleries, *Ghika 1978-1981*, March 1981

(illustrated in the exhibition catalogue, p. 14).

Literature

K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre*, Benaki Museum edition, Athens 2011, no. 501, p. 312 (illustrated).

In 1980, when *Village in spring* was painted, Ghika was interested in exploring the different qualities of light and atmosphere and translating the fleeting impressions of weather and landscape into a renewed vocabulary of form. Moreover, the painting reflects the artist's aim at the time to break away from geometric abstraction and return to a freer, less formal expressive language: his outlines loosen up, the pictorial design becomes more fluent and colour looks fresher thanks to the adoption of lighter tones. Everything seems to participate in a paganistic feast, subject to a transcendental rhythm and steeped in an atmosphere of subtlety and movement. The artist himself said: "Venturing beyond geometric rules and harmonious designs you gain something else: more spontaneity and greater freedom."¹ As noted by K.C. Valkana in her doctoral dissertation on Ghika, the painter regains his interest in image making, a fascinating development that seems to coincide with the period's dominant artistic and cultural trends associated with postmodernism.²

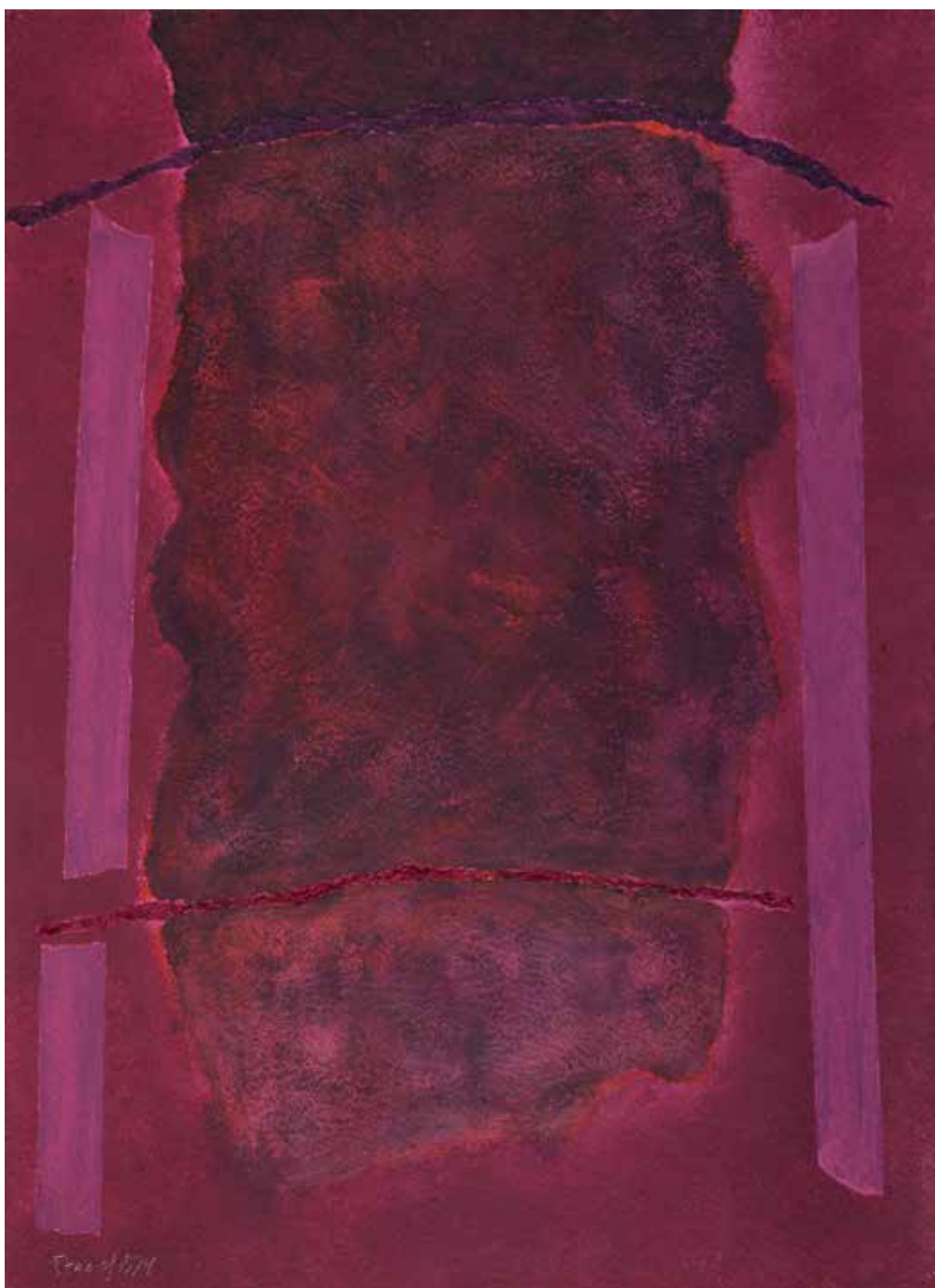
Prefacing his 1981 one-man show at the Zoumboulakis Gallery in Athens, which included *Village in spring*, Ghika noted: "They tell me **there are a good many different periods in your painting**. When someone made the same remark to Ingres, he bowed with exquisite politeness and replied: *Monsieur, I have a good many brushes...* [The artists change] but the inner core remains unchanged. It's like an Ariadne's thread lost briefly only to be found further on. This core constitutes the unity of a life's work."³

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

2. See K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre* [in Greek], Benaki Museum, Athens 2011, pp. 242-243.

3. N.H. Ghika, preface to the Ghika 1978-1981 exhibition catalogue, Athens, Zoumboulakis Galleries, March 1981, pp. 8-9.





62^{AR}

THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Infinity field

signed and dated 'ΣtAMOS 1974' (lower left)

acrylic on paper

77 x 57 cm.

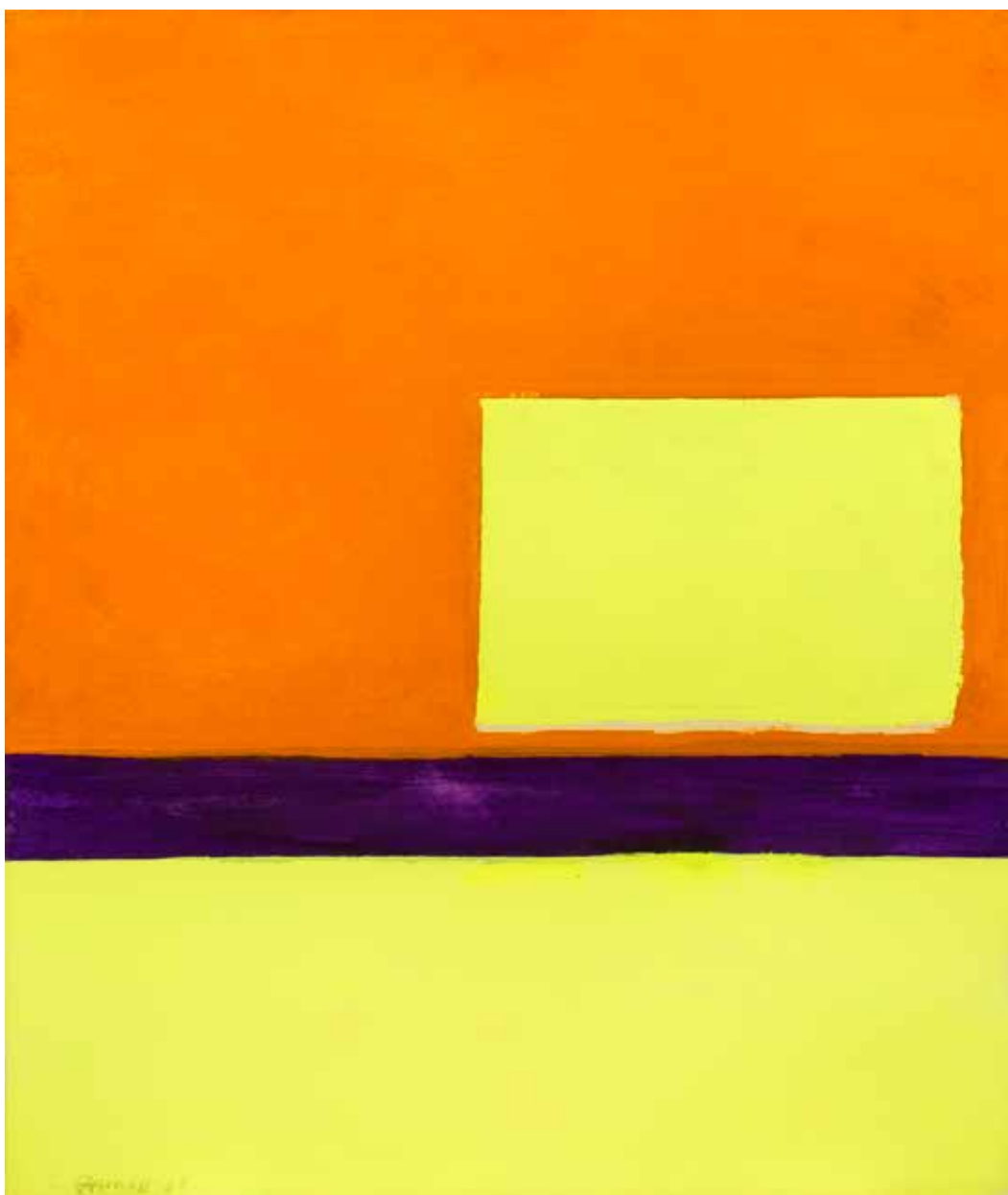
£7,000 - 10,000

€9,500 - 14,000

Provenance

Nees Morfes gallery, Athens.

Private collection, Athens.



63* AR

THEODOROS STAMOS (GREEK/AMERICAN, 1922-1997)

Poster, 1968

signed and dated 'Stamos '68' (lower left)

acrylic on paper

57.2 x 48 cm.

£5,000 - 7,000

€6,800 - 9,500

Provenance

André Emmerich Gallery, New York.

Heritage Gallery, Los Angeles.



a

64^{AR}

MARIA HADJIGAKI (1926-2004)

a) Composition No 5
signed in Greek (lower left)
mixed media on canvas
130 x 97 cm.

b) Composition No 7
signed in Greek (lower left)
mixed media on canvas
130 x 97 cm.
(2)

£5,000 - 7,000

€6,800 - 9,500

Painted c. 1963-1965.



b

For (a)

Exhibited

Athens, Zappeion Hall, *8th Panhellenic Exhibition*, April-May 1965, no. 434 (listed in the exhibition catalogue).

Literature

Zygos magazine, no. IV-65, May 1965, p. 40 (illustrated).

For (b)

Exhibited

Athens, Parnassos Great Hall, *Exhibition of the Greek Women Artists Association*, December 5-23, 1963.

Stuttgart, *Exhibition of the Federation Internationale Culturelle Feminine* (possibly).

Literature

Eos magazine, vol. 6, no. 71-72, 1963, p. 85 (illustrated).

A pioneer of Greek abstraction in the late 1950s and early 1960s, who frequently showed at the Nees Morfes Gallery alongside J. Spyropoulos, A. Kontopoulos, T. Kyriakou and her sister E. Zerva among others, Maria Hadjigaki drew from abstract expressionist, geometric abstraction and constructivist trends to produce powerful works distinguished by intense colour, compositional discipline and an austere expressive vocabulary of geometric shapes and calligraphic motifs.



65* AR

ALECOS CONDOPOULOS (1905-1975)

Image I

signed in Greek and dated '963' (lower left);
inscribed 'A. Condoopoulos / 'Image I' 1963'
(on the reverse)

acrylic on masonite

99 x 124.50 cm.

£8,000 - 12,000

€11,000 - 16,000

66^{AR}

YANNIS GAÏTIS (1923-1984)

Composition

signed and dated 'Gaitis 1963' (lower right)

oil on canvas

151 x 195 cm.

£35,000 - 45,000

€48,000 - 61,000

Provenance

Gabriela Simosi-Gaitis collection, Athens (as mentioned in the National Gallery's catalogue).

Private collection, Athens (as mentioned in the catalogue Raisonné).

Exhibited

Athens, Athens School of Fine Arts, *Young Greek Artists*, July 25 - August 8, 1963.

Athens, Nees Morfes Gallery, *Vafiadis, Gaitis, Maltezos, Molfessis, Simosi, Touyas* (Kendra Group), September 1963.

Athens, National Gallery - A. Soutzos Museum, *Yannis Gaitis*, July 16 - September 30, 1984, no. 43 (illustrated in the exhibition catalogue).

Thessaloniki, 29th Dimitria, Vafopouleio Cultural Centre, *Hommage à Yannis Gaitis*, October 19 - November 20, 1994.

Lefkas island, Lefkas Cultural Centre, *Yannis Gaitis*, retrospective exhibition 1956-1980, August 2-22, 1999.

Literature

Eikones magazine, no. 408, August 16, 1963, p. 32 (illustrated), p. 33 (illustrated).

Athenian newspaper clip, c.1963 (illustrated).

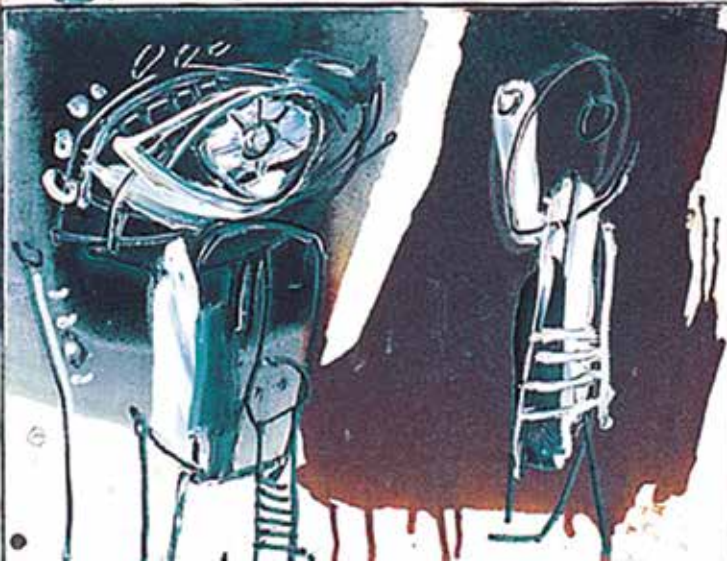
Loretta Gaitis-Charrat, *Yiannis Gaitis, Catalogue Raisonné*, Angers 2003, p.191, no 653 (illustrated).

Between 1960 and 1965, and especially in 1963, when this monumental-size work was painted, Gaitis's canvases were animated by 'humaniform' insects, animals and birds rendered in a child-like manner, with intense colours and clearly naïve elements, transforming his compositions into a personal language of signs in a peculiar blending of surrealism's witty freedom with the intense passion of expressionism.¹ These enchanting microcosms echo Byzantine icons depicting the lives of saints or ancient Greek vases decorated with bands of figure scenes, or even modern-age comic strips adhering to sequential frame patterns.² Neither comforting nor nightmarish, they capture the spectators' imagination encouraging them to recompose the various parts and fragments in a narrative of their own.

¹ See C. Christou, "Forms, Characteristics and Content of Yannis Gaitis's Artistic Creation" [in Greek], in *Gaitis in Minion*, exhibition catalogue, Athens 1983.

² See B. Papadopoulou, preface to *Yannis Gaitis, A Subversive Visionary* [in Greek], exhibition catalogue, Municipal Gallery of Chania, Chania 2007, p. 26.





67^{AR}

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Fleur

signed and numbered 'Takis ¾' and stamped with the foundry mark

Fonderia Tesconi Pietrasanta (on the base)

cast iron

255 cm. high

£30,000 - 40,000

€41,000 - 54,000

Turning a discarded object into a sculpture of noble composure and elegant simplicity, *Fleur* explores the integration of art and technology in contemporary society. While evoking archetypal symbols and alluding to the age-old genre of flower painting, at the same time it creates a sense of optimism and vision for the future. As noted by art critic W. Andersen, "Takis is not making images of contemplation, but, rather, he gives evidence of the unseen in nature. His art offers the viewer a poetical insight into nature. Sharing the function of all good art, it enriches our awareness of the world through perception."¹

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





68^{AR}

VLASSIS CANIARIS (1928-2011)

Freedom

signed and dated 'Caniaris/80' (on the reverse)

mixed media on canvas

130 x 151 cm.

£12,000 - 18,000

€16,000 - 24,000

Provenance

Private collection, Athens.

69^{AR}

NIKOS KESSANLIS (1930-2004)

Red wall/Mur

signed and dated 'K.NIKOS 61' (lower centre); signed, dated and

inscribed 'KESSANLIS NIKOS 1961/MUR/PARIS' (on the reverse)

mixed media on canvas

131 x 160 cm.

£15,000 - 20,000

€20,000 - 27,000

Provenance

L. Beltsios Collection, Athens.

Private collection, Athens.



Exhibited

Paris, J. Gallery, *Nouvelles Aventures de l'Objet*, 1961 (possibly).
 Paris, Musée d'Art Moderne de la Ville de Paris, *Peintres et Sculpteurs Grecs*, 1962 (as mentioned in the Beltios collection catalogue).
 Rome, Dell'Obelisco Gallery, *group exhibition*, 1962 (as mentioned in the Beltios collection catalogue).
 Florence, Numero Gallery, *Nikos Kessanlis*, 1962 (as mentioned in the Beltios collection catalogue).
 Athens, Iolas - Zoumboulakis Galerie, *Nikos Kessanlis, Birds and Flowers, Walls, Collages, 1957-1963*, November 15-28, 1976.
 Athens, A-D Gallery, *Nikos Kessanlis, Gestures*, 1996 (as mentioned in the Beltios collection catalogue).
 Thessaloniki, Municipal Art Gallery, *Nikos Kessanlis, Walls, 1958-1961*, December 5, 1988 - January 22, 1989.

Literature

P. Restany, *Nikos*, Olkos editions, Athens 1976, p. 44 (illustrated).
Nikos Kessanlis - Grecia Biennale di Venezia 1988, Greek Ministry of Culture - Direction of Fine Arts, Athens 1988 (illustrated).
 P. Restany, *Nikos*, Kastaniotis editions, Athens 1988, p. 71 (illustrated).
 E. Mavromattis, *Nikos, De-materialization and Process as Structure of the Image in his Work*, Athens 1988, p. 32 (illustrated).
Nikos Kessanlis, retrospective exhibition catalogue, Macedonian Museum of Contemporary Art, Thessaloniki Cultural Capital of Europe 1997, p. 100 (illustrated).
Nikos Kessanlis, Adam editions, Athens 1998, p. 100 (illustrated).
 D. Zacharopoulos, *The Beltios Collection, a View of Art in Greece in the second Half of the 20th Century*, Futura editions, Athens 2003, no. 54, p. 72 (illustrated).
 T. Moutsopoulos, *Nikos Kessanlis*, Contemporary Greek Artists series, Ta Nea editions, Athens 2009, p. 27 (illustrated).

70^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Antithesis F

signed in Greek (lower right);

signed, dated and titled 'JANNIS SPYROPOULOS ANTITHESSIS F 1978' (on the reverse)

mixed media on canvas

114 x 146 cm.

£20,000 - 25,000

€27,000 - 34,000

Provenance

Private collection, Athens.

Exhibited

Athens, National Gallery - A. Soutzos Museum, *Yannis Spyropoulos, The Classic of Abstraction 1912-1990*, April 14 - June 30, 1995, no. 1112 (illustrated in the exhibition catalogue, p. 102).

Literature

E. Vakalo, *The Physiognomy of Postwar Art in Greece*, vol. 1: Abstraction, Kedros editions, Athens 1981, p. 111 (illustrated).

Yannis Spyropoulos, Inside and Beyond an Era, text by E. Strouza, a Publication of the Labour Housing Organisation, Athens 1989, pp. 212-213 (illustrated).

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 1112, p. 307 (listed).

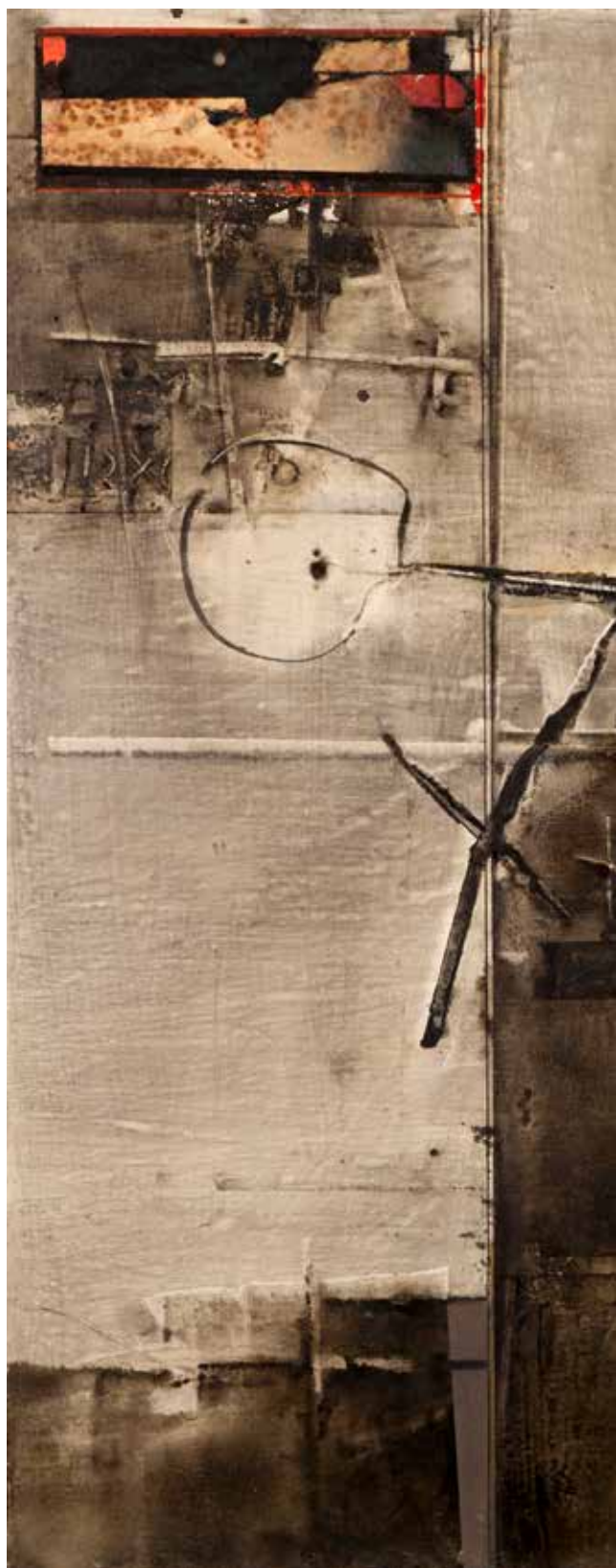
Looking at *Antithesis F* from 1978, one is reminded of the words of art critic Georges Boudaille, who considered Spyropoulos's paintings "nocturnal feasts and glints of joy in an atmosphere of splendour. This is the impression they convey, thanks to the frugal use of colour on surfaces dominated by dark or subdued tones. Spyropoulos shows us that the intensity of red relies on assembling different parts, a process achieved through antithesis."¹ Moreover, one cannot fail to recall art critic C. Spencer: "What may first appear as areas of monochrome colour are in fact brilliant, painstaking technical achievements, the work of a master painter who works with love and conviction. Spyropoulos's dark canvases are like veils moving slowly and sensuously in the wind, revealing here a brief shaft of light, there a sharp burst of sun, an unexpectedly brilliant colour, textures of ancient stones and crumbling walls. Areas of great calm are disturbed by elements of tension and conflict. There is excitement and drama alongside simple acceptance. It is as if we are given glimpses into the fascinating mystery of life through the equally mysterious processes of artistic creation."²

A recurrent sign in Spyropoulos's work, also featured in *Antithesis F*, is the circle, or ring, a universally accepted symbol of eternity and never-ending existence. In ancient religions, the circle represented the unity and wholeness of life and the relationship between man and nature. From the age-old symbol of the ouroboros (the serpent eating its own tail) to the Renaissance idea of the circular temple, the ring remains a projection of the archetypal image of the unconscious on the material world. In Christian art it represents eternal union, divine perfection and everlasting life.³

¹. *Les Lettres Françaises*, Paris, November 1965.

². C. Spencer, preface to the *Yannis Spyropoulos - Paintings 1969-71* exhibition at the David Jones' Art Gallery in Sydney, November 9-17, 1971.

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







71^{AR}

CHRYSSA (VARDEA) (1933-2013)

Bouzouki capital

engraved 'Chryssa' (on the capital)

bronze, brass, ivory, limestone base

39 x 37 x 37 cm.

limestone base 75 cm. high, 42 cm. diameter

£6,000 - 8,000

€8,100 - 11,000

We are grateful to S. Michalarias for his assistance in confirming the authenticity of this lot.

Executed c. 1957-1960.

Provenance

Given as a present to the present owner by the artist.

Exhibited

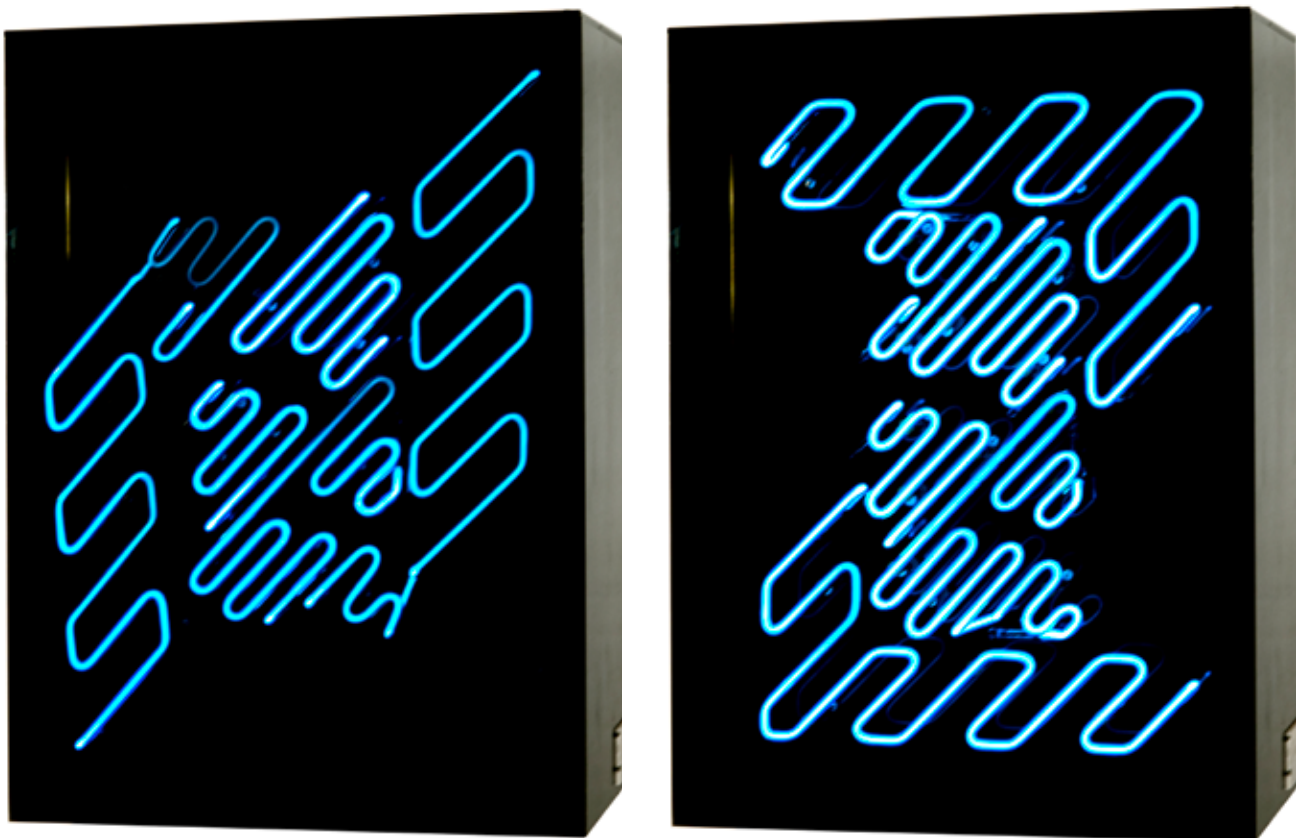
New York, The Solomon R. Guggenheim Museum, *Chryssa*, November 14 - December 31, 1961.

Literature

P. Restany, *Chryssa*, Harry N. Abrams publishers, New York, 1977, fig. 10-11, p. 39 (discussed), p. 41 (illustrated).

"In 1961, Chryssa's work formed the inaugural exhibition in a new series of small solo shows at the Guggenheim Museum. It was a well-balanced panoramic survey, marking the appearance on the New York scene of an exceptional personality, profoundly innovative and original. On display at the Guggenheim was a piece in bronze from the period of the "projections" representing an inverted capital of an Ionic column, hollowed out and grooved at the centre. The space thus obtained serves as the sound box for the strings of a bouzouki. Shadows and memories at the foot of an inverted column: the mystery of this bouzouki-sculpture remains complete. Irony adieu to Greece? Exorcism against modern abuses of the mass "signifier"? The ambiguity remains; it is the very ambiguity of Chryssa."¹

1. P. Restany, *Chryssa*, Harry N. Abrams publishers, New York, 1977, p. 39.



72^{AR}

CHRYSSA (VARDEA) (1933-2013)

Jazz Blues

Both bearing signed label 'Chryssa' (on the right side of the box)

Neon lights, plexiglass box

69.5 x 51 x 30.5 cm each one

(2)

£12,000 - 18,000

€16,000 - 24,000

We are grateful to S. Michalarias for his assistance in confirming the authenticity of this lot.

Executed c. 1998.

Provenance

Acquired directly from the artist in 1998.



73^{AR}

ALECOS FASSIANOS (BORN 1935)

Red cyclist

signed in Greek (middle left)

acrylic on paper laid on canvas

63 x 50 cm.

£5,000 - 7,000

€6,800 - 9,500



74^{AR}

YANNIS GAÏTIS (1923-1984)

Aeroplane and crowd

signed 'Gaitis' (lower right)

oil on canvas

70 x 100 cm.

£10,000 - 15,000

€14,000 - 20,000

Painted in 1968.

Provenance

Ion-Fokas Cosmetatos collection, Piraeus.

Literature

Loretta Gaitis-Charrat, *Yiannis Gaitis, Catalogue Raisonné*, Angers

2003, p.245, no 967.



75^{AR}

PANAGIOTIS TETSIS (BORN 1925)

Landscape

signed in Greek (lower right)

watercolour on paper

71 x 100 cm.

£6,000 - 8,000

€8,100 - 11,000

Provenance

Private collection, Athens.

The work is registered in the e-archive DAMSpace of the ISET (Institute of Contemporary Greek Art) under the number AR0537_PHWR_00404.



76^{AR}

SPYROS VASSILIOU (1902-1984)

Windy beach, 1971

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

oil on canvas

98 x 130 cm.

£8,000 - 12,000

€11,000 - 16,000

Provenance

M. Fostiropoulos collection, Athens.

A. Panagiotopoulos collection, Athens.

Private collection, Athens.

Exhibited

Paris, Varangis Showroom, *Spyros Vassiliou*, March 19 - April 3, 1972 (illustrated in the exhibition catalogue).

Athens, National Gallery - A. Soutzos Museum, *Spyros Vassiliou*, retrospective exhibition, October 22 - November 30, 1975, no. 91 (illustrated in the exhibition catalogue).

Literature

H. Kambouridis, *Spyros Vassiliou, Exhibitions*, Ikaros editions, Athens 1982, p. 141 (illustrated).

I.Orati, *Spyros Vassiliou, Contemporary Greek Artists series*, Ta Nea editions, Athens 2009, p. 81 (illustrated).

We are grateful to the Spyros Vassiliou Museum for their assistance in confirming the authenticity of this lot.





77^{AR}

ALECOS FASSIANOS (BORN 1935)

Happy Cyclists

signed and titled in Greek (on the upper part)

acrylic on paper laid on canvas

122 x 148 cm.

£20,000 - 30,000

€27,000 - 41,000

78^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Leaves

oil on canvas laid on board

45 x 55 cm.

£18,000 - 25,000

€24,000 - 34,000

Provenance

Alexander Iolas collection.

Manolis Karadinos (architect) collection.

Nikolaos Sakellariadis collection.

Private collection, London.

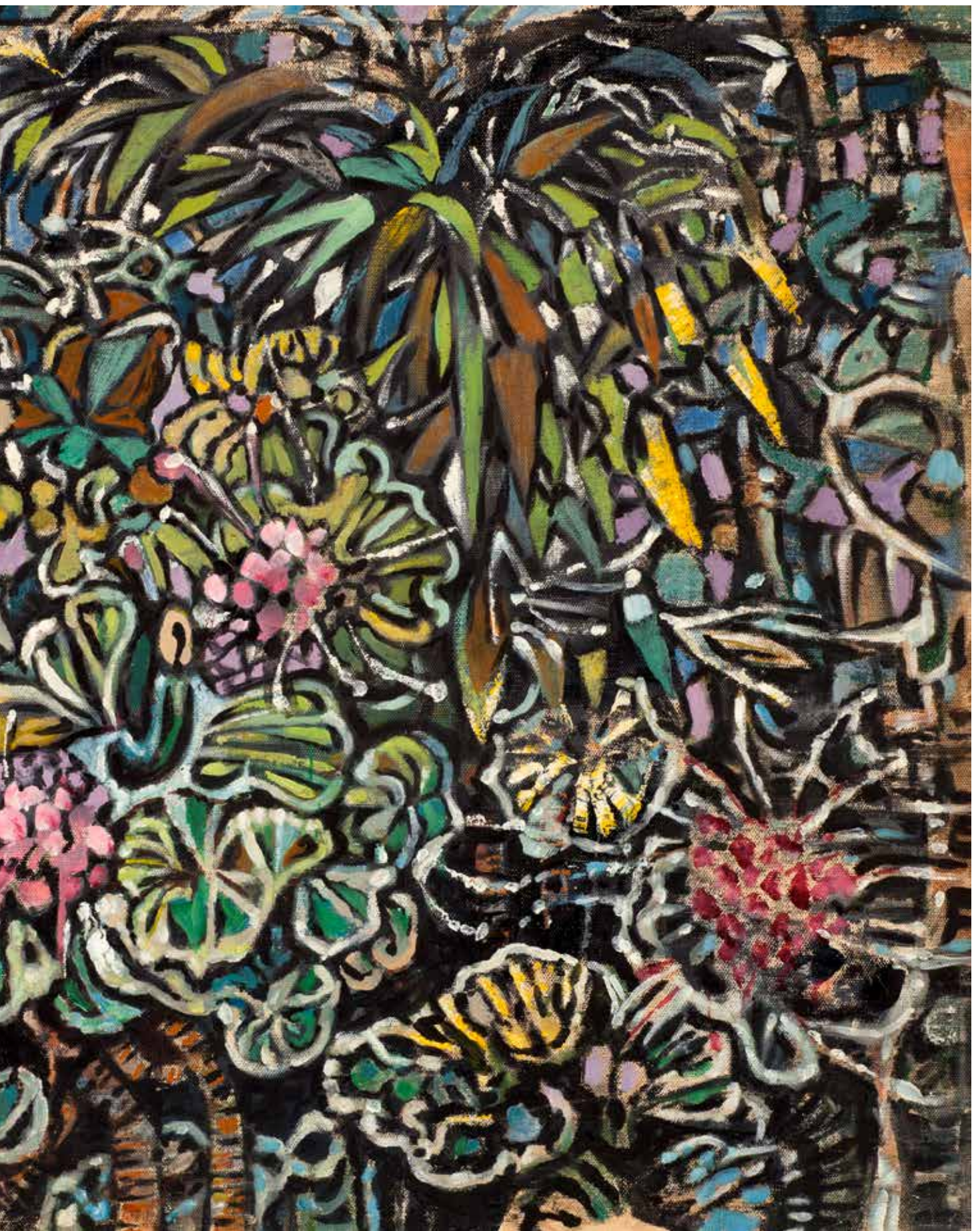
This Dionysian work aptly illustrates Ghika's innovative approach and mystical connection to nature: "The artist discovers pulsating rhythms derived from his intimate relationship with nature. He discovers them in the leaves and insects, in the light and the shadows cast by wind-swayed trees, in the flight of birds and the nuances of colour. In other words, I want the viewer to feel the knife used to carve out nature. I want him or her to even feel the music, the sounds emanating from the orchestration of different forms, different shapes, different lines and not only the orchestration but, if possible, even the inherent scent they exude, which is the most elusive sense of all."¹

"What remains as my strongest impression about Ghika's work is its constant inspiration from nature – the wonder, the strength, the beauty, the power, the patterns. I asked him if nature was always inspiring to him and he answered, *Always. No matter what happens in life, nature is always an inspiration.*"²

1. Transcribed excerpts from the 'Monogramma' television documentary, ERT-2, 1984 in Nikos Hadjikyriakos-Ghika, Tegopoulos editions, 2009, p. 150.

2. H. Livas, *Contemporary Greek Artists*, Vantage Press, New York, 1993, p. 11.





79^{AR W}

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Magnetic Wall No 1, The Fourth dimension
signed and annotated 'Takis 4, D.' (on the reverse);
titled 'M.W. No 1' (on the stretcher)
painted canvas with wire and magnets
280 x 140 cm.

£20,000 - 30,000

€27,000 - 41,000

Executed in 1999.

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

Provenance

Private Collection, Greece.

Exhibited

Palais de Tokyo, *Takis: Champs Magnétiques*, 18 February - 17 May 2015, Paris.



"Takis, Magnetic fields", ©Palais de Tokyo, 2015.
Photo : André Morin. ADAGP, Paris 2015

"The only vision I ever had of magnetism was during a conversation with Takis in Paris in his studio, looking at this little metal cones hummily wavertingly pulled by like wires straight at their little magnet fathers; and he, Takis, explained to me that the stars were all pulled together with myriad thin invisible wires of magnetism radiating from every star to every other star-so we imagined, if you pulled out any star the whole thrumming mechanism would slip a cosmic inch like a quavering mobile and all twang together into place at once on lines of unseen magnetic tracks, thunk."

Allen Ginsberg, Bombay April 22, 62.

A pivotal member of the post-war art scene, Takis – described by Marcel Duchamp in 1962 as 'a happy ploughman of magnetic fields and signalman on soft railroads'- spent most of his artistic life studying the relationship between art and science. Based in Paris since the 1950s, Takis encountered several distinguished personalities such as Duchamp, Yves Klein and Jean Tinguely, whose intellectual views influenced him. Working in proximity with his contemporaries of the New Realism movement, Takis integrated light and music in combination with the use of magnets into his sculptural practice. The technological innovations of the immediate post-war period also had a lasting impact on him and his oeuvre, inspiring him to develop works based on electromagnetic force, first by using flexible metal stems, then with the aid of suspended electro-magnets. Being both an artist and inventor, he believed that all communication occurs through magnetic fields.

Experimenting with the integration of technology and artistic vision in our contemporary society, Takis' Magnetic Wall series focuses on thin, curling, almost lyrical wires, held in place with magnets, to draw on monochromatic canvases. While the wires of many of the *Magnetic Walls* remain dutifully within the perimeter of the canvas, in *Magnetic Wall No 1, The Fourth Dimension*, offered here, the ends of the wires project off the top and bottom corners of the red canvas. Perhaps in such a way Takis is stressing movement beyond the confines of the canvas, grappling with and subverting Klein's monochromatic vocabulary. He isn't simply representing something, he is actualizing magnetic, unseen forces. In this work, also included in the Palais de Tokyo *Magnetic Fields* exhibition this year, magnets are mounted behind a bright red monochrome canvas, capturing and shaping coiled steel wires that then create harmonious flows reminiscent of an ink drawing.¹ In attaching thin wires onto a monochromatic canvas via powerful magnets and transforming all into an elegant composition of artistic simplicity and scientific theories, *Magnetic Wall No 1, The Fourth Dimension*, is a fine example of how Takis strives to translate his poetic approach to science into his work that sensitively deploy the forces of nature. Thus the relationship between space and invisible forces that surround us is again raised and questioned by the artist, inviting the viewer to enter into a wordless, energetic dialogue with the work.

1. Molly Glentzer, *Houston Chronicle*, "A magnetic personality draws fans to the Menil", March 6 2015.





80^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Bar

signed 'Pavlos' (lower right)

paper construction, wood, plexiglass

45.5 x 70 x 19 cm.

£6,000 - 8,000

€8,100 - 11,000



81^{AR}

ALECOS FASSIANOS (BORN 1935)

Still life with fish
signed in Greek (upper right)
oil on canvas
54 x 65 cm.

£7,000 - 9,000

€9,500 - 12,000

Provenance

Christie's Greek Sale of 7 March 2001, lot 73.
Private collection, Athens.

82^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Dry Rocks, 1959

signed in Greek (lower right)

oil on canvas

80 x 130 cm.

£18,000 - 22,000

€24,000 - 30,000

Provenance

Private collection, Athens.

Literature

C. Christou, *Yannis Spyropoulos*, Athens 1962, pp. 128-130 (discussed).

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 484, pp. 156, 158 (referred), p. 283 (listed).

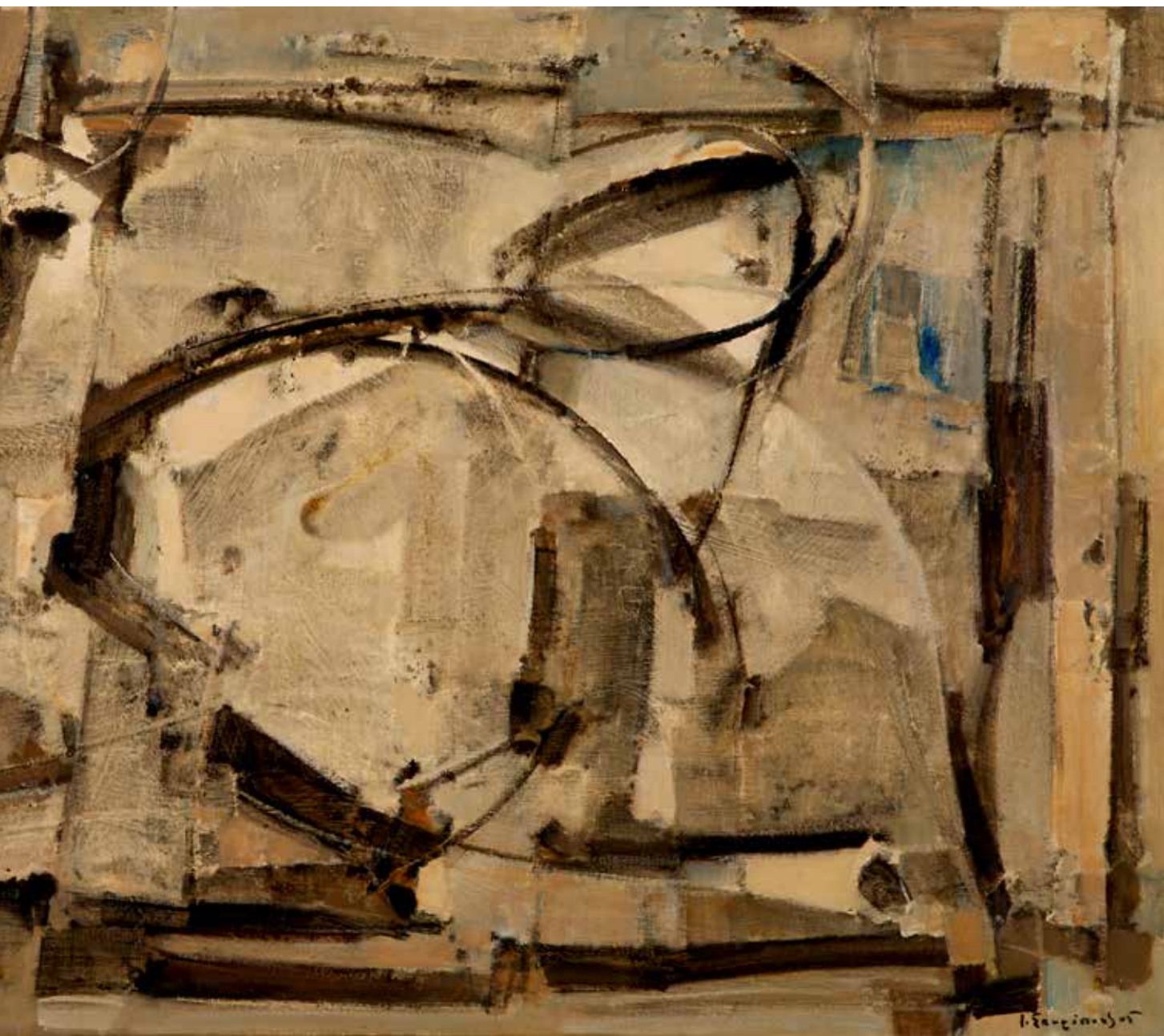
Y. Papaioannou, *Yannis Spyropoulos - Monograph*, Yannis and Zoe Spyropoulos Foundation, Athens 2010, no. 484, p. 370 (listed), p. 222 (illustrated).

A commanding display of technical discipline and intuitive expression, *Dry rocks II* is a landscape of interlocking shapes which express tenderness as well as power, peace as well as tension, discipline as well as unleashed feeling. Planes, surfaces and textures are meticulously analysed by dark structural outlines, while intense counterbalancing forces and energetic shapes are articulated into a serene and robust geometrical structure set in motion by circular gestural marks that endow the composition with an improvised yet coherent inner rhythm.¹ "The Greek scenery with its architecture of masonry fences, arches, courtyards and dry stone walls, observed from afar as outlined geometrical shapes, constituted the onset of visual stimulation before becoming a painterly proposal. Imposing volumes in the glaring sun that stirred the artist's imagination with their juxtaposed dark and bright surfaces."²

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

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





83^{AR}

CHRYSSA (VARDEA) (1933-2013)

Hong Kong stock exchange
signed 'Chryssa' (on the overlap)
oil on canvas
178 x 132.5 cm.

£15,000 - 20,000

€20,000 - 27,000

Painted in the early 1980s.

We are grateful to S. Michalarias for his assistance in confirming the authenticity of this lot.

Provenance

Private collection, Athens.

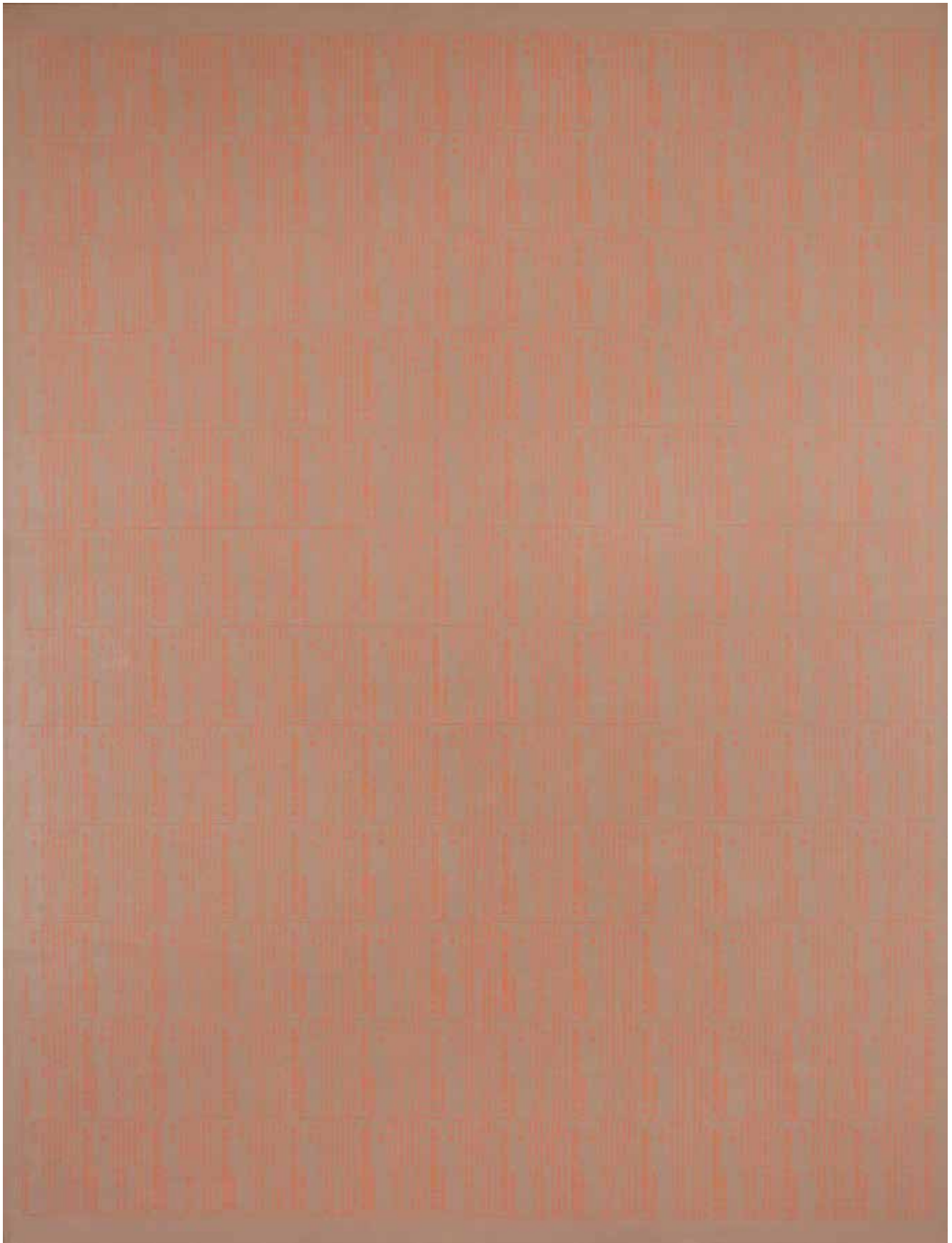
Among the first artists working in America to translate the illusion of European art into the reality of literal objects, the Greek-born Chryssa, a highly original and internationally acclaimed abstract sign maker, produced forms and patterns that pursue the elusive identity of the modern urban landscape.

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

Sharing an affinity with Jasper Johns' love of letters, this microscopic world of uniform detail relies on text illegibility to undermine literal meaning and call attention to the concept of 'sign' rather than to whatever any specific sign stands for. This ironic play on the reality of the object removes letters and words from their present-day context and lends them a remote hieratic authority vaguely related to ancient tablets.¹ The end result is a work of intelligibility and coherence that speaks of detachment and coolness, conveying a classical sense of structure and proportion. While testing new grounds, Chryssa's work, as noted by art critic S. Hunter, "reveals the surprising contemporary outlines of a new classicism, in which we recognise familiar attributes of clarity, order and intellectual control."²

¹. See D. Waldman, preface to the *Chryssa, Selected Works 1955-1967* exhibition catalogue, Pace Gallery, New York, 1967, pp. 5-6.

². S. Hunter, *Chryssa*, Abrams editions, New York, 1974, p. 19.





84^{AR}

LUCAS SAMARAS (BORN 1936)

Untitled/Finger
pastel on paper
30 x 22.5 cm.

£6,000 - 8,000

€8,100 - 11,000

Painted in 1965.

Provenance

The Green gallery, New York.
Jonathan D. Scull, New York.
Sid Deutsch gallery, New York.
Zabriskie Gallery, New York.
Christie's Sale of 14 December 1993, Athens, lot 50.
Acquired from the above sale by the present owner.

Exhibited

New York, Whitney Museum of American Art, *Lucas Samaras*, 18 November 1972 – 7 January 1973, no 109.

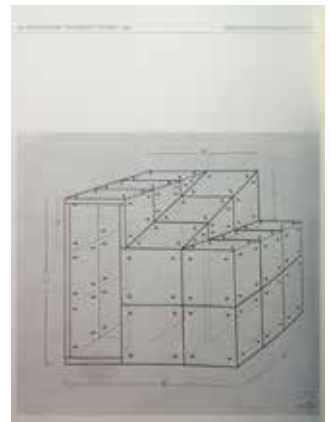
Obstinately original and highly inventive, Lucas Samaras considered himself an artistic process, long before the interest with the self became a signature trait of the international avant-garde. Like the ancient Greeks, he sees everything in terms of the human body: man is the measure.¹ Here, he uses his eccentric obsessiveness to create a fascinating image that invites the viewer to a journey of self-exploration, self-doubt and self-revelation, and a discovery of the world's hidden psychological secrets. Reviewing Samaras's first major museum retrospective at New York's Whitney Museum of American Art, which included *Finger*, celebrated art critic Hilton Kramer noted: "This show boasts precisely the kind of outrageous invention and inflammatory taste that once characterised the more scandalous surrealist group. It is full of wild visual jokes and unashamed exploitations of the self, for all of which Mr. Samaras has at his disposal an apparently inexhaustible inventory of forms."²

1. K. Levin, "The Last Byzantine" in *Self: 1961-1991, Lucas Samaras*, retrospective exhibition catalogue, Yokohama Museum of Art, Yokohama 1991, p. 16.

2. H. Kramer, "Outrageous Invention in Samaras's Art", New York Times, 18.10.1972, sec. 1, 33.



© Lucas Samaras, courtesy Pace Gallery.
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Associates/LACMA/Art Resource NY/
Scala, Florence.



Drawing for *Corridor*, 1967 taken from
M. Tuchman, *American Sculpture of the
Sixties*, Los Angeles County Museum of
Art, Los Angeles, 1967, p. 184.

85* AR

LUCAS SAMARAS (BORN 1936)

Corridor, 1967 (Maquette)

acrylic on wood
19 x 19 x 19 cm.

£6,000 - 8,000

€8,100 - 11,000

Provenance

Acquired directly from the artist by Maurice Tuchman in 1967.

"Since the mid-1960s Samaras had been obsessed with how the fragmenting and subsequent recording of an image can affect the viewer's perception of it. Both interests are addressed in *Corridor*."¹

In 1967, while working with the Los Angeles County Museum of Art curator Maurice Tuchman on Tuchman's now celebrated exhibition, *American Sculpture of the Sixties* (1967), Lucas Samaras began to experiment with creating monumental, architectural sculpture defined by space and optics. The resulting work, *Corridor* (1966-1970), a cube shaped structure completely covered in mirrors—interior and exterior—presents an experiential journey for a visitor through a 50 foot long corridor which both compresses physical space through its narrow walls while expanding its illusionary distance with mirrors.

The *maquette* for *Corridor*, offered here, is an example of the artist thinking through the progression of abstraction, conflating painting and sculpture while recasting the viewer into the role of creating a work in one's own image. While the *maquette* is painted in abstract,

painterly markings, the artist saw the images of a viewer's self-reflection as one and the same—an ephemeral abstract painting created from the viewer's distorted reflection. "I suppose people paint with their bodies when they enter the room; you know, they inspect themselves, "paint" themselves; the scribble. Then they go away and the scribble goes away too, so that they don't leave any marks. Kind of an instant erasure."²

Tuchman set the historical context for acquiring the work: "Lucas Samaras and I were graduate students at Columbia University's Art History Department and had the extraordinary pleasure, an honour really, of being in Professor Meyer Schapiro's ground-breaking seminar on the New York school. Because of this association I asked Lucas a few years later, as Senior Curator of Modern art the at Los Angeles County Museum of Art to create a special walk-in sculpture for an exhibition I was organising, *American Sculpture of the Sixties*. Lucas came through with flying colours, creating an all-mirror, 3-D work for the exhibition: it was an instant hit with the immense public and with the art critics nationally. I acquired the *maquette* for this great work from the artist in 1967."

¹*Guides to the Twentieth-Century Art Collection, Contemporary Art*, Los Angeles Museum of Art, Museum associates, Los Angeles County Museum of Art, 1986, p.2.

² M. Tuchman, *American Sculpture of the Sixties*, Los Angeles County Museum of Art, Los Angeles, 1967, p. 50.

86^{AR}

YANNIS GAÏTIS (1923-1984)

Paysage humaine

acrylic on canvas

252.5 x 123 cm.

£40,000 - 60,000

€54,000 - 81,000

Painted c. 1977.

Provenance

Polyplano gallery, Athens.

Sotheby's Greek sale of 9 May 2011, lot 36.

Acquired from the above sale by the present owner.

Exhibited

Athens, Polyplano Gallery, *Yannis Gaitis, Human Landscapes*, January 24 - February 12, 1977.

Literature

Yannis Gaitis, Catalogue Raisonné, Ioannis F. Costopoulos Foundation, Paris/Athens 2003, fig. 101, p. 63 (illustrated).

One of the largest and most impressive works Gaitis ever painted, *Paysage humaine*, is an emphatic statement of the painter's highly personal artistic vision. Featured prominently on the display window of Polyplano Gallery during the artist's show in 1977, this iconic piece of monumental scale seems to recapitulate one of the most convincing, famous and enduring images of modern Greek art: Gaitis's enigmatic, motionless and utterly unforgettable 'little men' that imply the subjugation of individual identity to average commonality, capturing the spirit of the nascent age of automation, mass production and globalised uniformity in the 1960s and 1970s. A restless inventor of contemporary mythologies, Gaitis was always preoccupied with the stereotypical, the repetitive, the idea of the multitude and the grouping of figures (compare *Composition*, lot 66), which proved to be defining traits throughout his distinguished career.

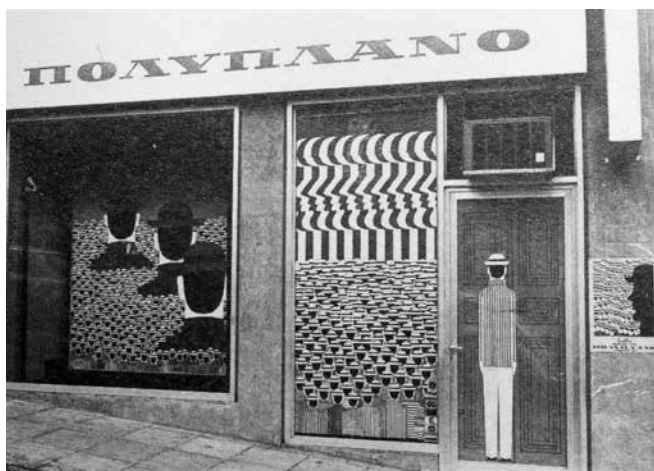


Photo of the Polyplano Gallery exterior in Athens during the *Yannis Gaitis, Human Landscapes* exhibition, where the work was displayed





87^{AR}

ALEXIS AKRITHAKIS (1939-1994)

Untitled

signed and dated 'Akrithakis 72.W.Berlin' (lower right)

tempera on paper

45 X 65.5 cm.

£5,000 - 7,000

€6,800 - 9,500



88^{AR}

ALEXIS AKRITHAKIS (1939-1994)

Berlin 1970

signed, dated and inscribed 'D/764/AKRITHAKIS/MAI 1970 BERLIN'
(on the reverse)

oil on canvas

40.5 x 60.5 cm.

£7,000 - 10,000

€9,500 - 14,000

Provenance

Christie's Greek sale of 12 May 1997, lot 136.

Acquired from the above sale by the present owner.

89^{AR}

ALECOS FASSIANOS (BORN 1935)

Blue cyclist

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

oil on canvas

120 x 120 cm.

£20,000 - 30,000

€27,000 - 41,000

Exhibited

Athens, National Gallery - A. Soutzos Museum, *Fassianos, Mythologies of Everyday Life*, retrospective exhibition, November 24, 2994 -

February 28, 2005, no. 102 (illustrated in the exhibition catalogue, p. 132).





90^{AR}

NIKOS KESSANLIS (1930-2004)

Uccello grigio

signed and dated 'K.NIKOS 57' (lower right) signed and inscribed 'Uccello grigio/K.NIKOS/AR.2' (on the reverse)

oil on canvas

101 x 130 cm.

£10,000 - 12,000

€14,000 - 16,000

Exhibited

Rome, Dell'Obelisco Gallery, *Nikos Kessanlis*, December 1957 (possibly).

Milan, Montenapoleone Gallery, *Nikos Kessanlis*, 1958 (possibly).

Literature

Nikos Kessanlis - Grecia Biennale di Venezia 1988, Greek Ministry of Culture - Direction of Fine Arts, Athens 1988 (illustrated).

P. Restany, *Nikos*, Kastaniotis editions, Athens 1988, p. 206 (illustrated).

E. Mavromattis, *Nikos, De-materilization and Process as Structure of the Image in his Work*, Athens 1988, p. 110 (illustrated).

Nikos Kessanlis, retrospective exhibition catalogue, Macedonian Museum of Contemporary Art, Thessaloniki Cultural Capital of Europe 1997, pp. 52-53 (illustrated), p. 57 (illustrated).

Nikos Kessanlis, Adam editions, Athens 1998, pp. 52-53 (illustrated), p. 57 (illustrated).



91^{AR}

NIKOS KESSANLIS (1930-2004)

Untitled/Shadows

signed 'Nikos' and bearing dedication (on the lower part)

processed photographic imaging on canvas

120 x 120 cm.

£8,000 - 12,000

€11,000 - 16,000



92^{AR}

DIMITRIS MYTARAS (BORN 1934)

Nike/Triptych

signed in Greek and dated '99 (lower right)

oil on canvas

110 X 348 cm.

£15,000 - 20,000

€20,000 - 27,000



93^{AR}

DIMITRIS MYTARAS (BORN 1934)

Two figures/Scene from the imaginary theatre
signed in Greek (lower centre right)
oil, pastel and scratching on panel
100 x 70 cm.

£5,000 - 7,000

€6,800 - 9,500

Provenance

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

Exhibited

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

Literature

Dimitris Mytaras, 1990 Art Diary, Kastaniotis editions, Athens 1989 (illustrated).



94^{AR}

GEORGIOS ZONGOLOPOULOS (1903-2004)

Lens with three Umbrellas

signed 'Z' (lower right on the base)

stainless steel, aluminium, magnifying glass, fishing line

186 cm. high, 131 cm. wide, 100 cm. deep (depth can vary)

£20,000 - 30,000

€27,000 - 41,000

Executed in 1986.

Provenance

D. Pieridis Gallery collection, Athens.

Private collection, Athens.

Exhibited

Stockholm, Prins Eugens Waldemarsudde, *Samtida Grekisk Konst*,

Pierides Museum, November-December 1992 (illustrated in the exhibition catalogue, no. 40).

Literature

Zongolopoulos, Athens 1990, fig. 2, p. 89 (illustrated).

D. Kontelentzidou, *Giorgos Zongolopoulos*, Contemporary Greek

Artists series, Ta Nea editions, Athens 2009, p. 65 (discussed), p. 63 (illustrated).

"In his *Lens with three umbrellas* (1986) Zongolopoulos introduces a clearly articulated dialogue of geometric forms—those of the square and the circle. The round shape of the Plexiglas lens captures the void defined by the square, which, in turn, defines the white surface of the background wall. Moreover, the smaller round shapes of the three umbrellas seem to be suspended in empty space. The end result is an especially poetic piece whose shadows, cast on the white wall, project the one and only reality: the reality of the two forms."¹

By capturing, enlarging and refracting the luminous fluidity of form while transforming the surrounding space through movement, the artist's magnifying lens becomes a metaphor for a child's stare, relentlessly scrutinizing every detail of a newly discovered, magical universe. As for his ethereal umbrellas, one of his signature subjects introduced in his iconographical universe in 1983, the artist himself noted: "Everybody seeks refuge and shelter under the lightweight canopy of an umbrella; protection from sudden storms and the scorching sun; a place for tender encounters. This almost insubstantial object inspired the work of many artists, from Seurat's divine umbrellas, to Goya's wild parasols, to many Far Eastern variations."²

A leading 20th c. Greek artist and a restless mind, Zongolopoulos

created an art of imaginative power, intellectual verve and rhythmic sensibility, prompting art critic P. Restany to note that "as long as there are sculptors like Zongolopoulos, the world will continue to believe in the essential power of art: the visual emotion of each for the pleasure of all."³ Likewise, Denys Chevalier, founder of the Salon de la Jeune Sculpture wrote of Zongolopoulos: "With the purity and stripping down of his original idea, with his economy of expression and geometric rigour of his statements, he belongs to the first rank of contemporary artists who created works of sculpture based not on fleeting trends but rather on something permanent, belonging to both the past and the future."⁴

¹. D. Kontelentzidou, *Giorgos Zongolopoulos* [in Greek], Contemporary Greek Artists series, Ta Nea editions, Athens 2009, p. 65.

². As quoted in "Zongolopoulos", Tel-Neant, Berlin 1998 [in German and Greek], Athens 1998.

³. P. Restany, *Measure is the Pleasure of All*, a 1988 text included in the catalogue of the *Zongolopoulos* showing in the 1993 Venice Biennale.

⁴. As quoted in "Zongolopoulos" [in Greek], Athens 1990, p. 12.





95^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Cyprés

paper construction, aluminium wooden base

250 cm. high

£5,000 - 7,000

€6,800 - 9,500

Executed c. 1990-91



96^{AR}

YANNIS GAÏTIS (1923-1984)

Four figures

bearing signature 'Gaitis' and numbered 12/25 (on the reverse)

painted wood

72 x 12.5 x 5 cm.

£5,000 - 7,000

€6,800 - 9,500

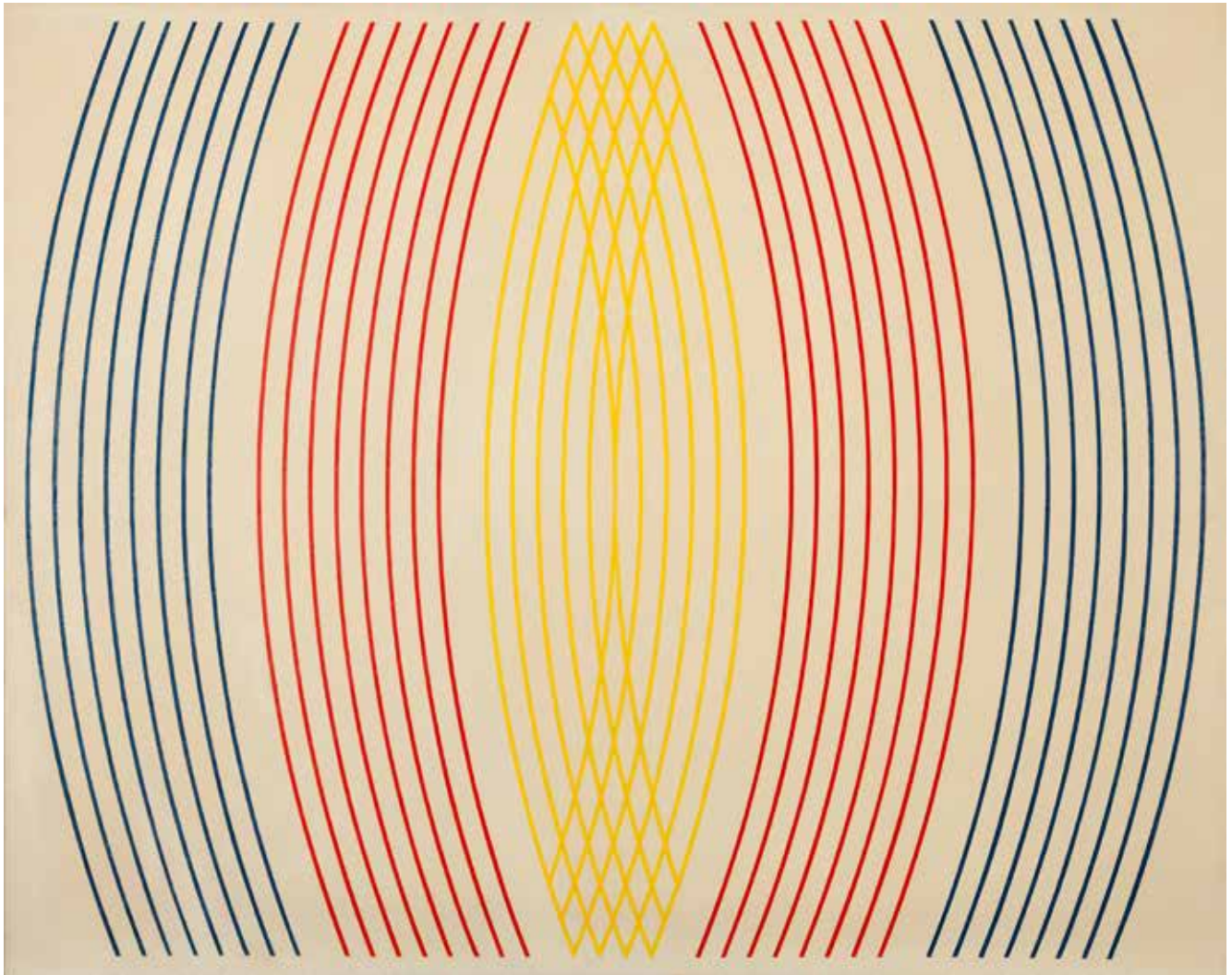
Provenance

Bonhams Greek Sale, London 10 November 2008, lot 84.

Acquired from the above sale by the present owner.

Literature

Loretta Gaitis-Charrat, *Yiannis Gaitis, Catalogue Raisonné*, Angers 2003, p.316, no 1355.



97^{AR}

NASSOS DAPHNIS (1914-2010)

H-7-83

signed and inscribed 'H-7-83/Nassos Daphnis'
(on the reverse)

enamel on canvas

120.5 x 150.5 cm.

£6,000 - 8,000

€8,100 - 11,000

Literature

Nassos Daphnis, Color and Form: a Retrospective, exhibition catalogue, Boca Raton Museum of Art / The Butler Institute of American Art, Boca Raton / Youngston, 1993, p. 90 (discussed).

In his catalogue essay for Daphnis's 1993 retrospective, Professor Louis Zona noted: "The success of *H-7-83* is drawn from the simple grace of balanced red and blue arcs subtly cradling a central band of yellow lines. Ethereal in nature, the painting's widely spaced lineal elements permit the pervasive power of the white canvas to tint and effectively soften all colour content."



98^{AR}

PANAGIOTIS TETSIS (BORN 1925)

Landscape

signed in Greek (lower right)

watercolour on paper

70 x 98 cm.

£5,000 - 7,000

€6,800 - 9,500

The work is registered in the e-archive DAMSpace of the ISET
(Institute of Contemporary Greek Art) under the number AR0537_
PHWR_00405.



99^{AR}

TAKIS MARTHAS (1905-1965)

Old ships

signed in Greek and dated '59' (lower left)

mixed media on hardboard

59 x 90 cm.

£6,000 - 8,000

€8,100 - 11,000

Provenance

Estate of the artist.

Exhibited

Athens, Athens Art Gallery, Hilton, *Takis Marthas, Myths*,
September-October 1963. (possibly)

Athens, Hellenic-American Union, Kennedy Hall, *Takis Marthas*,
retrospective exhibition, 1970 (illustrated in the exhibition catalogue).

Hamburg, Offen Tur Hamburg Gallery, *personal exhibition*, 1971.

Nurnberg, Zabo Gallery, *personal exhibition*, 1981.

Literature

Eikones magazine, no. 414, September 27, 1963, p. 53 (illustrated).

Zygos magazine, no. 98, January 1964, p. 40 (illustrated).

A.G. Prokopiou, *History of Art 1750-1950*, vol. 3, Pechlivanidis
editions, Athens 1968-1969, pp. 421-422 (discussed), p. 425
(illustrated).

Takis Marthas, a Pioneer, Athens 1971 (illustrated).



100^{AR}

DIMITRIS MYTARAS (BORN 1934)

Motorcyclist

signed in Greek (upper right)

oil on canvas

160 x 121 cm.

£18,000 - 30,000

€27,000 - 41,000



101^{AR}

YIANNIS PSYCHOPEDIS (BORN 1945)

Portrait/Face control

signed, inscribed and dated 'J.PSYCHOPEDIS/PORTRAIT 1997'
(on the reverse)

mixed media and linoleum on canvas, laid on panel, framed in
plexiglass

101 X 124 cm.

£5,000 - 7,000

€6,800 - 9,500

Literature

M. Stefanidis, *Rifts and convergences, Greek Art of the 60s and 70s*
from the Leonidas Beltsios collection, Trikala 2000, p. 91 (illustrated).



102^{AR}

COSTAS TSOCLIS (BORN 1930)

Space

signed and dated 'C.Tsoclis / 1983' (on the reverse)

acrylic and collage on panel framed in plexiglass

101 x 7.5 x 5 cm.

£5,000 - 7,000

€6,800 - 9,500



103^{AR}

COSTAS TSOCLIS (BORN 1930)

Titre défendu (2)

signed and dated 'C.TSOCLIS/ 1965' (on the reverse)

oil and collage on canvas

163 x 160 cm.

£12,000 - 18,000

€16,000 - 24,000

Exhibited

Athens, Athens Art Gallery, Hilton, *Tsoclis*, February 12-28, 1965 (possibly).

Sao Paulo, VII Biennale de Sao Paulo, *Surrealismo e Arte Fantastica*, September-October 1965 (based on label on the reverse).

Literature

Tsoclis, *Livre-Objet*, N. Papadakis ed., Sima editions, Athens 1975, p. 24 (illustrated).



104^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Nature morte au cageot

signed and dated 'Pavlos / 02' (on the base)

paper construction, plexiglass

52.5 x 53 x 53 cm, 113 x 53 x 53 cm (with base)

£6,000 - 8,000

€8,100 - 11,000

105^{AR}

GEORGE LAPPAS (BORN 1950)

Acrobat/Untitled

signed in Greek and dated '09' (on the right shoe);

signed and dated again (under the stool)

aluminium, felt, wood, metal

113 cm high

£7,000 - 9,000

€9,500 - 12,000

Provenance

Françoise Heitsch Gallery, Munich.

Private collection, Athens.





106^{AR}

MAKIS THEOFLAKTOPOULOS (BORN 1939)

Figure

signed in Greek and dated '1985' (on the reverse)

oil on canvas

190 x 170

£8,000 - 12,000

€11,000 - 16,000



107^{AR}

GEORGIOS DERPAPAS (1937-2014)

Saint George
signed in Greek (lower right)
acrylic on panel
92 x 87 cm.

£6,000 - 8,000
€8,100 - 11,000

Provenance

Acquired directly from the artist by the present owner.

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**19TH CENTURY EUROPEAN,
VICTORIAN AND BRITISH
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Corfu (detail)

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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

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*

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

≈ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

•, †, *, 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*, it's 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.

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> .		
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 <i>Sale of Goods Act 1979</i> or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
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> ,	10.5	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.
8.1.3	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 <i>Misrepresentation Act 1967</i> , 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> ;	10.6	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.
8.1.4	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;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;			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.
8.1.7	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;			10.10	Reference to a numbered paragraph is to a paragraph 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;			10.11	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> .
8.1.9	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			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 <i>Contracts (Rights of Third Parties) Act 1999</i> , 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.
8.1.10	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.	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 <i>Occupiers Liability Act 1957</i> , or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.		
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.			11	GOVERNING LAW
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	MISCELLANEOUS		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.
		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;			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	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	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> , VAT and Expenses 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;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	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	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	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;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES	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.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		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	MISCELLANEOUS		12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
12.1	You may not assign either the benefit or burden of this agreement.		13	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.
12.2	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.			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 <i>Website</i> 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.
12.3	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.			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.
12.4	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.			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> .
12.5	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 for Sale* the *Lot* corresponds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Stamp**” means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

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

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

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

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

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

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

“**Website**” *Bonhams Website* at www.bonhams.com

“**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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Antiquities

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Antique Arms & Armour

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Australian Art

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Furniture & Works of Art

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Sporting Guns

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