

THE GREEK SALE

Wednesday 16 November 2016



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THE GREEK SALE

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Back cover: lot 27
Inside front cover: lot 23
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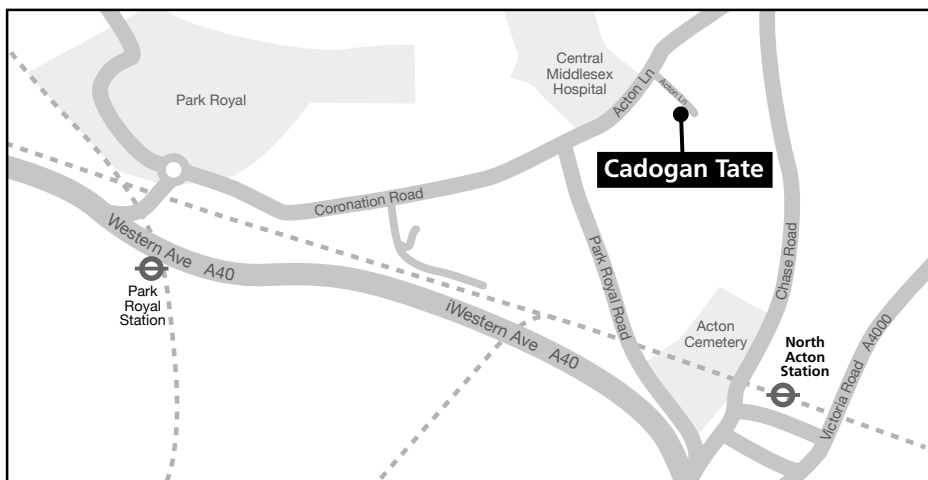
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1AR

NIKOS ENGONOPOULOS (1910-1985)

Paix (Femme à la colombe), 1957
signed in Greek and dated '57' (lower left)
oil on canvas
39.5 x 32 cm.

£25,000 - 35,000

€29,000 - 40,000

Provenance

Private collection, Athens.

Exhibited

Athens, Zygos Gallery, *Peace and Life*, group exhibition, January 1962.

Literature

Epitheorisi Technis, no. 85, January 1962, p. 142 (discussed).
K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*,
exhibition catalogue and catalogue raisonné, Benaki Museum, Athens
2007, no. 574, p. 169 (illustrated), p. 298 (illustrated), 456 (illustrated).

I love the bodies of women
With their breasts they
eliminate our loneliness

- Nikos Engonopoulos

Reviewing the 1962 "Peace and Life" group show at the Zygos Gallery, art critic G. Petris noted that "N. Engonopoulos remained within the surrealist climate by showing his woman with dove - a canvas that breathes the genuine intellectual atmosphere of the artist's work."¹

Always beautiful, seductive and full of life, the female form was a constant source of inspiration throughout Engonopoulos's career, a fundamental subject in both his painting and poetry. Here, the personification of peace holding the symbolic dove is portrayed as a young and sensual *kore* who seems to have just emerged from the sea that stretches behind her, recalling the voluptuous mermaid featured in the artist's 1948 *Sailor* (sold by Bonhams, Greek Sale, 12.12.2006, lot 104). "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."²

Although de Chirico's influence is detectable, Engonopoulos's faceless human figure departs from the iconography of the phantom-like mannequin featured in the work of the Italian artist. As noted by N. Loizidi, an expert on surrealism, "above all, the Greek painter's mannequins are not generic androgynous figures but persons with clearly defined gender characteristics. Women are represented with voluptuous curves and daringly rendered nipples."³

A key element throughout Engonopoulos' artistic career, colour assumes a leading role in *Paix (Femme à la colombe)*. Applied side by side, the enamel-like bright yellows, reds, blues, greens and oranges invite the viewer to a festive ritual of pure colour. "Engonopoulos is a wizard with colour, which he handles with conscious daring, unique aptitude and undisputed love."⁴ As Errieti Engonopoulou, his daughter, notes, "for him each colour has its own value, its own voice"⁵; much the same as in Byzantine art, which Engonopoulos always considered the art form Greeks most closely relate to.⁶

1. G. Petris, "The Peace and Life Exhibition, a Happy Artistic Event" [in Greek], Epitheorisi Technis, no. 85, January 1962, p. 142.

2. Apogevmatini daily, 2.8.1969.

3. N. Loizidi, "Regarding Jef, Midnight's Great Automaton" [in Greek] in *Location: Engonopoulos*, exhibition catalogue, Macedonian Museum of Contemporary Art, Thessaloniki 2007, p.11.

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

5. E. Engonopoulou, "Freedom and Discipline" in *Nikos Engonopoulos, The Painter and the Poet*, p. 23

6. Epitheorisi Technis magazine, March 1963, no.99, pp. 193-197.





2AR

YIANNIS MORALIS (1916-2009)

Woman and cloud, Fullmoon
signed in Greek and dated '1977' (lower right);
also inscribed on the lower part
acrylic on paper
26.5 X 23.5 cm.

£10,000 - 15,000

€11,000 - 17,000

Provenance

Private collection, Athens.

Literature

Yannis Moralis, Commercial Bank of Greece Group of Companies
edition, Athens 1988, no. 236, p. 230 (illustrated).



3AR

YIANNIS MORALIS (1916-2009)

Woman and cloud, Fullmoon
signed in Greek and dated '1977' (lower right);
also inscribed on the lower part
acrylic on paper
26.5 x 23.5 cm.

£10,000 - 15,000

€11,000 - 17,000

Provenance

Private collection, Athens.

Literature

Yannis Moralis, Commercial Bank of Greece Group of Companies
edition, Athens 1988, no. 236, p. 230 (illustrated).

⁴AR

YIANNIS TSAROUCHEIS (1910-1989)

Despina

signed twice in Greek (lower left)

oil on canvas

40 x 27 cm.

£18,000 - 25,000

€21,000 - 29,000

I am a painter of faces.¹

- Y. Tsarouchis

"Despina's likeness helped me try out different approaches on portraiture, and her contribution was valuable. She posed for me for the first time in 1967 in an ancient red dress. These portraits show how interested I was in this model."²

One of the artist's signature subjects, his niece Despina Politi, was considered a striking beauty, "on a par with ancient Greek statues."³ Here, she gazes outwards in intense scrutiny, while the solid outlines, lively brushwork and bold application of paint convey a striking immediacy and resilient allure as well as a sense of reserved authority and lofty stature. The sitter's frontal poise and direct gaze, the honesty of representation, genuineness of character and purity of form are strongly reminiscent of Fayum portraiture⁴, which was 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.

1. *Osei Myra, Yannis Tsarouchis 1910-1989*, Kastaniotis editions, Athens 1998, p.258.

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

3. C. Papatheodorou, "On Yannis Tsarouchis" in *Osei Myra*, p. 415.

4. Realistic and contemplative portraits produced in the Nile Valley during Roman times bearing the marks of an unquestionably Greek style deeply rooted in the Hellenistic School of Alexandria. They kept alive the conventions of naturalistic representation and passed them on to the Byzantine icon painters.



Ὁ βασιλεὺς Περικλῆς ἀπέχευται φυλά
συνα τὸν κήπον τοῦ
χρυσολοῦ δένδρου
καὶ τήρημα ἐν
ἑσπερίδῳ





THEOFILOS HADJIMICHAEL (1871-1934)

Jason and Medea
 inscribed with title (upper left)
 natural pigments on textile
 73 x 115 cm.

£60,000 - 80,000

€69,000 - 92,000

Provenance

K. Koumbas collection, Mytilene, Greece.

Literature

Theofilos, Commercial Bank of Greece edition, Athens 1966, no. 116 (illustrated).

M.G. Moschou, *Theofilos Hadjimichail Biographed*, doctoral dissertation, University of Athens, Athens 2005, fig. I.14-16.

A. Hadjiyannaki, *Theofilos*, K. Adam editions, Athens 2007, p. 67 (illustrated).

In *Jason and Medea*, Theofilos explores a mythical, ideal world that was out of his reach, before turning with nostalgia to more familiar and accessible subjects, such as landscapes and genre scenes.¹ According to the ancient Greek myth, King Pelias of Iolkos in Thessaly, who had reasons to fear Jason, sent him on an unfulfillable errand, to bring home the Golden Fleece from the dim and distant Kolchis on the eastern shore of the Black Sea. The golden wonder hung at the precinct of Ares, guarded by a loathsome and immortal dragon of a thousand coils, born from the blood of the monster Typhon. Assisted by the daughter of the king of Colchis, the lovelorn Medea, who soothed the flame-breathing dragon with a sweet magical song and charmed it to sleep, Jason managed to snatch away the fleece from the oak-tree it hung on and together they hurried back to the ship Argo as dawn was breaking.²

Apparently, Theofilos departed radically from the story to fit his own vision of the ancient hero as a Byzantine martial saint, the dragon-slaying St. George.

The picture's title³, inscribed on the upper left hand corner, reflects the painter's desire to provide a full description of his subject by leaving nothing obscure. On the contrary, the hero's feat is clearly expressed and all parts of the narrative are thrust forward to the frontal plane where they receive even illumination in a flat, continuous present. In addition to expressing a longing for knowledge, the inclusion of written text denotes a unification of iconographic and linguistic symbols in a uniform and living Greek myth.⁴

Apart from being fascinated with the heroism and glory of ancient Greek mythological subjects, which comprise a significant subset of his iconography, Theofilos was also enthralled by the luxuriant natural environment, used here as a backdrop for Jason's heroic deed. As noted by the painter O. Kanellis, one of the first to discover his work, Theofilos sought to illuminate not only what he thought to be true about Greek history but also what was true about Greek nature with man being a part of it. "In his paintings Theofilos displayed both truths, the difference being that he incorporated the latter into the former. Whether his subject is Alexander the Great or Katsantonis with his troops, his painting is a field of shapes and patches of colour that are integral parts of the natural environment, helping him to express an overall feeling emanating from life itself, a feeling based on pure vision, on the observation of nature. When we see an outdoor scene by Theofilos we hardly think that we see the landscape from a distance, but rather that we *live* in it, that we actually walk through it. Any sense of distance is eliminated and we are surrounded by lush trees, pristine grasslands and crystal clear waters in a lucid, diaphanous atmosphere. Only Bonnard and Theofilos were able to convey this feeling. His piercing blue eyes gave us a world full of gallantry and freshness."⁵

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

2. See R. Graves, *The Greek Myths*, vol. 2, Penguin Books, London 1955, pp. 238-239.

3. In his mythological and historical subjects Theofilos would often include not only the names of the principal characters, but also one or two sentences describing the incident. Here, the inscription reads: "Jason slays the flame-breathing dragon guarding the garden of Atlas, the Golden Fleece and the apples of the Hesperides."

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

5. 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, 1-3 November 2016. This work will be located in Athens during the auction.



6

NICHOLAOS GYSIS (1842-1901)

Head of girl
signed 'N.Gysis' (lower right)
oil on canvas
41 x 34 cm.

£25,000 - 35,000

€29,000 - 40,000

Painted c. 1873.

Provenance

The artist's estate.
Tilemachos Gyzis, the artist's son.
S. Kyrloglou collection, Athens.
Private collection, Athens.

Exhibited:

Athens, Iliou Melathron, Etaireia Filotechnon, Exhibition of Works by Nicholas Gysis, March 15 - May 15, 1928, no. 242 (listed in the exhibition catalogue).

Literature

N. Misirli, Gysis, Adam editions, Athens 1995, p. 70 (illustrated).



Lot 6 shown in Gysis's studio (middle left) at the Munich Academy of Fine Arts in a photograph by his student Elias van Bommel, c. 1899. Gysis himself is shown standing on the right.

Conspicuously placed in Gysis's Munich studio and flanked by two of the artist's most famous paintings, namely *The vow (Tama)*, 1886, and *Art and its Spirits*, 1876, both at the National Gallery in Athens (see archival photo), *Head of girl* is a picture of compelling energy captured in dazzling colour and handled with vigorous brushwork that match the oriental subject's intense meditative state. The close-up immediacy and the flashes of brilliant white in the girl's hair, face and sleeve build up a vibrant and moving image, while the generalised rendering and elimination of descriptive detail point to the artist's concern with purely pictorial issues.

In 1873, Gysis, together with his lifelong friend Nikiforos Lytras, embarked on an artistic journey to Asia Minor to observe and study the local people and customs.¹ This trip to the Orient had a profound impact on Gysis's artistic evolution and led to the development of a new style that retained elements of the Munich School teachings remoulded, however, through the eyes of a Greek and, in a broader sense, an easterner for whom the Orient was neither a romantic ideal nor a dreamy fantasy but a deeply felt familiar reality. As noted by N. Misirli who prepared the artist's monograph, his evident stylistic changes had more to do with his predilection for using certain colours -mainly deep red and blue- with such intensity and in such combinations that they testify to his thorough grasp of their interdependence. Strongly influenced by the dazzling wonders of the Orient, Gysis came up with his own interpretation of the Piloty school's principles regarding the handling of colour.² As argued by T. Tsatsos, "colour became as critical for Gysis' design as light was for ancient Greek sculpture. It imbued his design with an instantaneous, fleeting, yet vibrant feel."³

1. In the second half of the 19th century, being the closest non-Christian regions to Europe, the Near East and North Africa exercised a profound fascination upon the West, spawning imaginative evocations in poems, novels and artistic representations.

2. See N. Misirli, *Gysis* [in Greek], Adam editions, Athens 1995, p. 70.

3. T. Tsatsos, *About Painting* [in Greek], Estia publ., Athens 1970, p. 48.





7AR

STAVROS KANTZIKIS (1885-1958)

King Constantine I during the Balkan Wars
signed in Greek and dated '1915' (lower right)
oil on canvas
80 x 105 cm.

£7,000 - 10,000
€8,000 - 11,000

Provenance

Private collection, Athens.



8

GEORGIOS PROKOPIOU (1876-1940)

The convoy
signed in Greek (lower left)
oil on canvas
62.5 x 91.5 cm.

£6,000 - 8,000
€6,900 - 9,200

Provenance

Private collection, Athens.



gAR

MARIOS PRASSINOS (1916-1985)

The embrace
signed and dated '44' (upper right)
oil on canvas
46.5 x 39 cm.

£6,000 - 8,000

€6,900 - 9,200

Please note that there is another composition by the same hand on the reverse.

Provenance

Yo Prassinos, the artist's wife.
Gifted by the above to the present owner.





10^{AR}

GEORGIOS BOUZIANIS (1885-1959)

Reclining woman
signed 'Busianis' (lower left)
oil on panel
24 x 52 cm.

£15,000 - 20,000

€17,000 - 23,000

Provenance

Acquired directly from the artist by the family of the present owner
in the 1950s.

11

JEAN ALTAMOURA (1852-1878)

Sailing in choppy seas

signed and dated 'Jean Altamuras 1875' (lower left)

oil on canvas

45 x 66 cm.

£20,000 - 30,000

€23,000 - 34,000

Literature

Jean Altamouras, *His Life and Works*, exhibition catalogue, Benaki Museum, Athens 2011, p. 114.

Painted in 1875¹, one year before Altamoura returned to Greece from Copenhagen where he pursued graduate studies at the Academy of Fine Arts on a state scholarship, *Sailing in choppy seas* is a splendid portrayal of a sailing ship, lovingly delineating every detail of masts, sails and rigging, including the minuscule figures aboard the vessel. The breadth and openness of the shimmering sky crossed by silvery travelling clouds and the choppy sea full of cool green waves animated by white splashes combine academic principles with a vivid sense of on-the-spot immediacy, while the shifting atmosphere and the mobility of light have been recorded with an effortless brilliance that recalls the finest work by R.P. Bonington.²

With free and vigorous brushstrokes, which add vitality and luminescence to the painted surface, this pioneering Greek seascape painter, who emerged a decade before C. Volanakis but whose promising career was cut short at the age of 26, managed to elude the painstaking style taught and preached at the academies, capturing the fleeting beauty of natural phenomena (note the reflections of light flickering on the waves) and transforming nature's elements into a lyrical image. As noted by E. Kypreou, who curated the artist's major retrospective at the Benaki Museum in 2011, "Altamoura produced only a few works and none of them is mediocre."³

1. As noted by G. Piemontese, who prepared the artist's monograph, Altamoura spent the summer of 1875 aboard the frigate "Jylland", an important vessel of the Danish royal fleet, recording his journey at sea and preparing sketches of different types of ships. See G. Piemontese, *Giovanni-Ioannis-Jean Altamura*, Foggia 2009, pp. 22, 24.

2. See M. Vlachos, *Greek Seascape Painting* [in Greek], Olkos editions, Athens 1993, p. 138 and M. Vlachos, "Bonington-Altamouras: Lives Related and Parallel" [in Greek], *Kathimerini* daily, 21.6.1992.

3. E. Kypreou, "Jean Altamouras, a Tempestuous Life" [in Greek], *Kathimerini* newspaper, 28.6.2009, p. 15.







12^{AR}

FOTIS KONTOGLOU (1895-1965)

Saint John the Forerunner
signed in Greek (lower left)
tempera on plaster
30.5 x 22.8 cm.

£8,000 - 12,000

€9,200 - 14,000

Provenance

Gifted by the artist to the husband of the current owner.

"Kontoglou was the first Greek of modern times to declare Byzantine art a mode to be followed by living artists. Before him the attitude towards Byzantine art was confined to the erudite study, the preservation and systematic collection of its monuments."¹

13^{AR}

FOTIS KONTOGLOU (1895-1965)

The prophet Elias
inscribed and signed in Greek (lower right)
oil on board
87 x 55 cm.

£20,000 - 30,000

€23,000 - 34,000

Provenance

Gifted by the artist to the husband of the current owner.

Prophet Elias is a magnificent example of the Kontoglou's artistic mastery, dominated by a strong conservative character, 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. As noted by G. Kordis 'As a visual artist Kontoglou attempted, with his wide -ranging work, to revive the Byzantine tradition in church iconography and at the same time to turn it into the basis for cultivation of a Hellenocentric style in painting'.² Thus, in the painting of Prophet Elias one can see the artist's 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 members of the well-known 1930s generation.



On his arrival at Mount Athos, a popular destination for the most prominent scholars and intellectuals, Kontoglou would state: 'I must say I had not expected to find such perfect art in the monastery churches. From what I had read about Byzantine art I had formed the idea that it was less worthy of attention than the art of the Italian Renaissance... [but] on Mount Athos there are paintings of the most superb artistry, such as the Archangel Gabriel and St. Merkourios by Katelanos. So far as I am in a position to judge, it is very seldom that one comes across paintings executed with such shrewd artistic judgment and charged with such powerful rhythm. I approached these paintings with a feeling which arises from a cast of mind similar to that of the Byzantines and from a strict Christian upbringing.¹³ Kontoglou, the leading advocate for the revival of the Byzantine pictorial tradition in Greece, managed to create his own aesthetic equilibrium establishing an innovative yet unique neo-Byzantine artistic universe governed by sentimental purity and rules of artistic austerity, following the traditions and rules of the past.

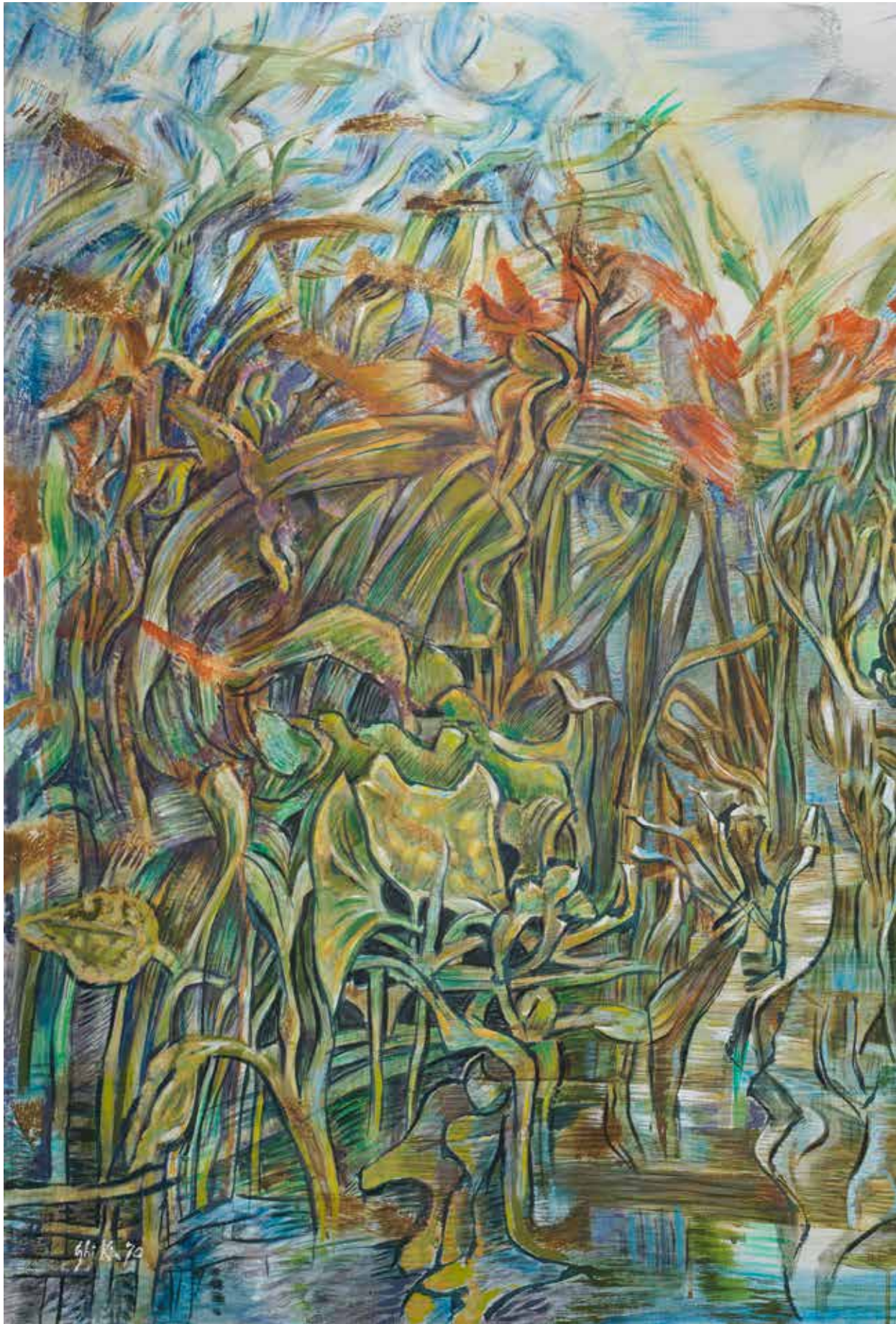
As mentioned by Dr K. Perpinioti-Agazir, "His personality, his deep knowledge of history and art and **literature** and the familiar language that he speaks are the reasons that turn Kontoglou into a magnet for the new generation".⁴

¹. Theophilos, *Kontoglou, Ghika, Tsarouchis, Four Painters of 20th Century Greece*, exhibition catalogue, Wildenstein, London 1975, p. 27.

². C. Margaritis, (ed.) *Fotis Kontoglou. From "LOGOS" to "EKPHRASIS": With drawings and decorative designs by the author's hand*, exhibition catalogue, Museum Benaki, Athens, 2015, p. 58.

³. *The Art of Athos*, c.1923, quoted in Nikos Zias, 'The Greek Tradition and Fotis Kondoglou,' *Zygos*, vol. III, Athens, 1984, p. 58.

⁴. C. Margaritis, (ed.) *Fotis Kontoglou. From "LOGOS" to "EKPHRASIS": With drawings and decorative designs by the author's hand*, exhibition catalogue, Museum Benaki, Athens, 2015, p. 58.





14AR

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Riverbed

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

signed dated and titled 'GHIKA/1970/RIVERBED' (on the reverse)

oil on canvas

96 x 130 cm.

£100,000 - 150,000

€110,000 - 170,000

Provenance

Private collection, Paris.

Exhibited

Athens, Benaki Museum, *N. Hadjikyriakos-Ghika, The Apollonian - The Dionysian*, 1906-1994, 2006, no. 99 (illustrated in the exhibition catalogue, pp. 48a [no. 14A/R - detail], 59 [no. 89], 64a [no.25F/N], 74).

Literature

Zygos magazine, no. 2, May-June 1973, no. 1, p. 44 (illustrated).

The Greek Painters - Hadjikyriakos-Ghika, Melissa editions, issue no. 23, Athens 1974 (cover illustration).

The Greek Painters, vol. II, 20th Century, Melissa editions, Athens 1975, p. 342 (discussed), no. 33, p. 369 (illustrated).

Nikos Hadjikyriakos Ghika, Ta Nea editions, Athens 2006, pp. 83-85 (discussed), pp. 120-121 (illustrated), pp. 122-123 (details - illustrated), p. 142 (illustrated).

K.C. Valkana, *Nikos Hadjikyriakos-Ghika*, His Painting Oeuvre,

Benaki Museum edition, Athens 2011, p. 227

(illustrated with wrong dimensions).

"Ghika enriches nature but he also enforces upon her an economy and sobriety which give his pictures a degree of intensity and concentration. Ghika never flatters his objects; it is truth -truth to nature- that he is after."¹

- M. Raynal

Hidden in a Parisian collection for many years, *Riverbed* is a highpoint of Ghika's mature style. Monumental in scale, magnificent in colour and bold in vision, this striking and beautifully executed composition shows the painter's unique expressive language.

In the mid-1970s, the artist was mainly interested in delving into the innermost secrets of nature and exploring the different qualities of light and atmosphere, expressing "the most arcane nuances of the mystery of natural phenomena."² However, he was not only interested in the landscape's constant movement and dynamic elusiveness but also sought to capture its everlasting geological structure and inner truth.³ What he was most concerned about was to convey both the reality of the changing atmospheric effects and the reality of the rocky terrain, which stands forever, weathering the next storm as it has weathered millions before.

In *Riverbed* the artist manages to illustrate his 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."⁴ Thus, *Riverbed* aptly illustrates Ghika's mastery in creating his own rich visual and stylistic vocabulary; a harmoniously balanced universe that is highly influenced by the Cubists and connected to the light and landscapes of his country. The influence of Cézanne's treatment of landscape is evident within Ghika's fractured planes, and Braque in Ghika's spatial awareness in depicting multiple angles simultaneously. Although it retains the main aesthetic features and themes employed by Ghika throughout his career, in *Riverbed* there is a much freer rendering and painterliness particularly in the sky, which is more redolent of his mature style.

Riverbed is a luxuriant work of explosive vibe, where leaves and water in are involved in a Dionysian ritual, illustrating Ghika's mystical connection to nature. "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."⁵

¹. M. Raynal, preface to the catalogue of the *First Exhibition in England of Paintings and Sculpture by Ghika*, The Leicester Galleries, London 1953.

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

³. See K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre* [in Greek], Benaki Museum, Athens 2011, p. 238.

⁴. Transcribed excerpts from the 'Monogramma' telDDE evision documentary, ERT-2, 1984 in *Nikos Hadjikyriakos-Ghika*, Tegopoulos editions, 2009, p. 150.

⁵. H. Livas, *Contemporary Greek Artists*, Vantage Press, New York, 1993, p. 11.



15^{AR}

YERASSIMOS SKLAVOS (1927-1967)

Volcano

signed 'SKLAVOS' (on the lower part)

porphyre rose d'Egypte

60 x 70 x 48 cm.

£40,000 - 60,000

€46,000 - 69,000

Executed in 1964-65.

This piece is a unique work.

Provenance

The artist's workshop.

N. Sklavos collection, Paris.

Exhibited

Athens, Hilton Gallery, May 1966, *Sklavos's Workshop*, no. 7 (listed in the exhibition catalogue).

Paris, Le Park du Musée Rodin, *Hommage à Sklavos*, March 20 - April 22 1968, no. 10 (listed in the exhibition catalogue).

Paris, Délégation à l'Action Artistique de la Ville de Paris, *Sklavos, Sculpteur grec de Paris*, June 21 - August 16 1979 (illustrated in the exhibition catalogue).

Athens, Zoumboulakis Galleries, *Sklavos*, May 1981 illustrated in the exhibition catalogue).

Athens, National Bank of Greece Mela Mansion, *Sklavos, Shaping the Spirit 1927-1967*, December 7 1998 - January 31 1999; Thessaloniki, National Bank of Greece Cultural Foundation's Cultural Centre, February 26 - March 31 1999, no. 55 (illustrated in the exhibition catalogue, p. 154).

Literature

Eikones magazine, no. 554, June 3 1966, p. 64 (illustrated).

J.M. Dunoyer, "Un Géant et des Hommes", *Le Monde* daily, 16.11.1974 (referred).

S. Lydakis, *Greek Sculptors, Modern Greek Sculpture*, vol. 5, Melissa editions, Athens 1881, p. 452 (illustrated).

V. Fiorovantes, *Yerassimos Sklavos, Abstraction, Tragedy, Modernism*, Parousia editions, Athens 1990, p. 28 (referred).

"After Giacometti's death,
Sklavos is the greatest living sculptor."

- Christian Zervos, 1966

"Light is the origin of the universe. Look at my *Volcan*; it's made of Egyptian granite, the hardest stone on earth. No one could ever carve it, no matter how much they tried. But I sculpted it, I shaped it, I gave it the form I wanted."¹

Volcan, one of Sklavos's top 15 works of "exceptional value"² according to Professor V. Fiorovantes who wrote the artist's monograph, is a true masterpiece whose purity of sculptural lines and endless interplay of light and shadow echo the fluted columns of ancient Greek temples.³ A fine example of Sklavos's inspired *taille directe*—carving a piece of

sculpture directly in its final form without making preparatory sketches or any kind of clay or wax models of a projected piece before cutting into a stone block—*Volkan* breathes life into the rigid matter, submitting it to the reflections of the artist's imagination. A work of exceptional quality, it evokes archetypal cosmic symbols imbued with everlasting value, representing the aspiration of abstract art to express, through universal imagery, not only the collective consciousness of mankind but also the modernist quest for complete origination and total reinvention of ideas and forms.

Named "Maitre de l' Ecole de Paris" by French President Jacques Chirac, Sklavos studied at the École des Beaux Arts in Paris and later at the Académie de la Grande Chaumière in Montparnasse under Ossip Zadkine. In 1960 he patented a technique of cutting stone using an oxy-acetylene flame and in 1961 he held his first solo exhibition becoming an overnight international sensation. The same year he was awarded the Grand Prix de Sculpture and the Young Artist's Award at the second Biennial for Young Artists in Paris. In 1967 he died a tragic death at the age of 40 when he was crushed in his Paris studio by the large granite sculpture on which he was working. During his short but illustrious career, he established a global reputation and his monumental sculptures can be found in many countries around the world, including Canada (Montreal), France (Paris, Centre Pompidou) and Greece (Delphi). A creative spirit and a highly inventive mind who never ceased to experiment with different ways of handling his material, Sklavos, like the great Brancusi, managed to extract from his materials their maximum effect, bequeathing to the world an art infused with monumental quality, formal balance, inner rhythm and expressive spirit.

1. As quoted in *Sklavos*, Zoumboulakis Galleries (exhibition catalogue) [in Greek], Athens 1981.
2. V. Fiorovantes, *Yerassimos Sklavos, Abstraction, Tragedy, Modernism*, Parousia editions, Athens 1990, p. 28.
3. See R. Cogniat, as quoted in *Sklavos*.





16

MICHALIS ECONOMOU (1888-1933)

House by the sea

signed 'M.Economou' (lower left)

oil on flannel laid on cardboard

49 x 61 cm.

£20,000 - 30,000

€23,000 - 34,000

Bearing a Cosmadopoulos Bank S.A. imprint and a handwritten inscription reading "Prix 5.000 F. / Exposition d'Automne 1914 / Cosm." on the reverse.

Provenance

Cosmadopoulos Bank S. A., Greece.

Private collection, Athens.

Bonhams Greek Sale of 24/5/2005,lot 104

Acquired from the above sale by the present owner.

Literature

A. Kouria, M. Economou, Adam editions, Athens 2001, no. 122, p. 173 (illustrated).

Suspended between real time and memory, a seaside landscape with an adobe dwelling delightfully rendered in abbreviated curvilinear forms becomes an image of subjective truth and poetic beauty—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 man-made structure, instead of being consolidated and finalised through a series of verticals and horizontals, is actually undermined by the buildings' elliptical shapes.¹ The humble seaside house loses its volume and becomes an ethereal form no heavier than the air that surrounds it. So integrated is the house to the natural environment that the vivid blue wave-like brushstroke on the right seems to sweep the building's rooftop into a swirling dance in a festive ritual of nature. Transformed into a highly evocative image, the whole composition generates an atmosphere more like a distant, vague recollection than an actual sense experience.

Houses by the sea probably dates after 1926, the year the artist returned to Greece from France, and was most probably painted in 1927, when he had his second solo exhibition in Athens and first showed his oils on flannel—his 'fuzzy' canvases as he called them. Most of the works included in this show were Greek landscapes revealing a magnificent vagueness and poetic uncertainty of space and testifying to the artist's appreciation of the expressive capacity of abstraction and simplification, a key principle of modern art."²

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

2. A. Kouria, "Michalis Economou", *Zygos* magazine, no. 56, Nov.-Dec. 1982, pp. 14, 15, 50. See also Kouria, "Greek Painters and the Nabis Movement" in *Metamorphoses of the Modern, The Greek Experience*, exhibition catalogue, National Gallery-A. Soutzos Museum, Athens 1992, pp. 379-385; Z. Papantoniou, *Eleftheron Vima* daily, 29.11.1927



NIKOS ENGONOPOULOS (1910-1985)

Sur la Guerre d'Indépendance (Paysage Orphique)

oil on canvas
120 x 100 cm.

£90,000 - 130,000
€100,000 - 150,000

Painted in 1939.

Provenance

The artist's collection.
Private collection, Athens.

Exhibited

Venice, XXVII Biennale, June 19 - October 17, 1954, no. 12, under the title *Paesaggio Orfico con Eroi* (listed in the exhibition catalogue, p. 295).
Athens, Institut Francais, *Nikos Engonopoulos, Painter and Poet*, November 13-28, 1987, no. 7 (illustrated in the exhibition catalogue).
Athens, Astrolavos Gallery, *N. Engonopoulos, Mythology, Byzantium, Revolution*, March 16 - April 3, 1999, no. 1 (illustrated in the exhibition catalogue).

Literature

Chartis magazine, no. 25-26, November 1988, p. 162 (illustrated).
Ta Nea tis Technis, no. 34, 1995, p. 20 (discussed and illustrated).
Nikos Engonopoulos, The Angels in Heaven Speak Greek, Interviews, Comments and Opinions, Ypsilon editions, Athens 1999, p. 64a (illustrated).
Athens News, 25.3.1999 (illustrated).
The National Herald (New York), 27-28.3.1999 (illustrated).
Eleftherotipia newspaper, 19.12.1999 (illustrated).
M. Ioannidou, *The Theoretical Conditions and the First Phase of Surrealism in Greek Painting*, Doctoral dissertation, Thessaloniki 2000, pp. 145-147 (discussed), fig. 34 (illustrated).
K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural*, exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, no. 258, p. 128 (illustrated), p. 249 (illustrated), 418 (illustrated).
Place: Engonopoulos, exhibition catalogue, Macedonian Museum of Contemporary Art, Thessaloniki 2007, p. 28 (illustrated).
N. Engonopoulos, Love is the Only Way, National Book Centre of Greece, Athens 2007, p. 38 (illustrated).
N. Chaini, *The Painting of Nikos Engonopoulos*, doctoral dissertation, National Technical University of Athens, 2007, no. 186, pp. 471-472 (discussed), p. 473 (illustrated).
O. Tachopoulou, *Modernist Primitivism, Surrealist Versions in the Poetic Work of Nikos Engonopoulos*, Nefeli editions, Athens 2009, p. 323-324 (discussed), no. 8 (illustrated).
Nikos Engonopoulos, Painter and Poet, conference minutes, Benaki Museum, Athens 2010, pp. 94-99 (discussed), no. 4 (illustrated).

One of the most significant works from Engonopoulos's fervently sought after pre-war period, (*sur la Guerre d' Indépendance*) was exhibited in the 1954 Venice Biennale¹, where, for the first time, Greece was represented by one artist alone. As noted by K. Perpinioti-Agazir, who prepared the painter's catalogue raisonné, "in the 1946-1954 period, and probably throughout Engonopoulos's career, his most important milestone was the representation of Greece at the Venice Biennale."² There, he showed alongside such towering figures of modern art as Arp, Ernst, Miro, Klee, Bacon and Magritte, since the exhibition had requested participating countries to adhere to the central theme of Surrealism. Prefacing the exhibition catalogue, Biennale's Secretary General R. Palluchini noted: "Greece devotes its entire pavilion to Engonopoulos, whose work certainly is a surprise to everybody."

Discussing (*sur la Guerre d' Indépendance*), art historian O. Tachopoulou notes: "The picture shows a Minotaur/warrior, who is also a musician, holding with one hand a lyre while with the other seems to exhort a Greek warrior to make a triumphant gesture by waving a horse head. The modelling of the minotaur-like face with two geometric volumes - a recurrent convention in Engonopoulos's pictorial output, alludes to the artistic symbolism of the Minotaur motif that has nothing to do with feelings of fear or animosity. Instead, the artist uses the image of the Minotaur as a symbol of the subconscious, much the same way the surrealists used it before transforming it into a scary figure following the devastating experience of World War II."³

The juxtaposition of these two emblematic figures provides the artist with an ideal opportunity to explore the association of history and myth in the collective consciousness of the Greek people, a quest that had always been a defining feature of his art. The coexistence of ancient past (exemplified mainly by the lyre-holding Orpheus⁴ with the Minotaur head), recent history (illustrated by the hero of the Greek War of Independence in his traditional *fustanella* kilt) and modern reality (captured in such apt details as the round coffee shop table on the left, the still life with fruit in the foreground and the striped beach cabin in the distance) sets forth the main aesthetic and ideological preoccupations of the 1930s generation and faithfully reflects 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.

This persistence on indigenous cultural experiences combined with a deep sense for the historical past clearly indicates that "while European surrealists used an irrational vocabulary to break free from the shackles of traditional conventions, Engonopoulos perceived tradition as a 'connecting link' that would restore cultural continuity."⁵ As noted by Athens National Gallery Director M. Lambraki-Plaka, "his figures may draw their origin from Giorgio de Chirico but they are unmistakably Greek, reminiscent of the Minoans immortalized 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."⁶ Likewise, Professor D. Papastamos notes that "Engonopoulos's heroes are not 'disquieted'; on the contrary they fully experience an everyday reality still bound with tradition and eastern myths."⁷

1. Up until the mid-20th century the Venice Biennale was the only major artistic event worldwide. Especially for outlying countries like Greece, showing in Venice was extremely important on a national level and highly enviable on a personal one.
2. See K. Perpinioti-Agazir, *Nikos Engonopoulos, Son Univers Pictural* [in Greek and French], exhibition catalogue and catalogue raisonnée, Benaki Museum, Athens 2007, p. 78.
3. O. Tachopoulou, *Modernist Primitivism, Surrealist Versions in the Poetic Work of Nikos Engonopoulos*, Nefeli editions, Athens 2009, pp. 323-324.
4. Orpheus, the archetype of the poet as liberator and creator, held a particular fascination for Engonopoulos, who depicted him many times over a period of more than thirty years, often adopting him as his own persona. Both C. Parthenis, whose student Engonopoulos once was, and G. de Chirico, who was his cardinal influence, were extensively involved with Orpheus.
5. N. Loizidi, "The Indigenous Surrealism of Nikos Engonopoulos" [in Greek], *To Vima* daily - Nees Epoches, 21.10.2007, p. A57.
6. M. Lambraki-Plaka "The Timeless Pantheon of Nikos Engonopoulos" [in Greek], *Filogiki* quarterly, no. 101, October-November-December 2007, p. 9.
7. D. Papastamos, preface to the *Nikos Engonopoulos* retrospective exhibition catalogue [in Greek], National Gallery - A. Soutzos Museum, Athens 1983, p. 8.





18



19



20

18
EMILIOS PROSSALENTIS (1859-1926)
 Moonlight sailing
 signed in Greek (lower right)
 oil on canvas
 47 x 75 cm.

£5,000 - 7,000
 €5,700 - 8,000

19
VASSILIOS HATZIS (1870-1915)
 Sailing in high seas
 signed in Greek (lower left)
 oil on panel
 20.5 x 38.5 cm.

£4,000 - 6,000
 €4,600 - 6,900

20
JEAN ALTAMOURA (1852-1878)
 Pilot Helsingor
 signed 'J. Altamura' (lower right) and dated
 '19 Aout 1874 Helsingor-Pilot' (lower left)
 oil on cardboard
 25 x 28 cm.

£5,000 - 7,000
 €5,700 - 8,000

Literature

E.Kypreou, *Ioannis Altamura, His Life and oeuvre*, Benaki Museum editions, Athens 2011, p.180 (illustrated)



21^{AR}

POLYKLEITOS RENGOS (1903-1984)

Nostre Maitre la Nature/Baigneuses

signed (lower right) and titled (on the reverse)

oil on canvas

90 x 74.5 cm.

£6,000 - 8,000

€6,900 - 9,200

Exhibited

Athens, Asylo Technis, 1936-37, no 63.

Thessaloniki, Emporiki Leschi, 28/11 – 18/12/1935, no 65.

Thessaloniki, Institut Francais de Thessalonique, 4-21/11/1986, no 14.

Thessaloniki, Vafopoulio Cultural Center, 27/1-28/2/1999, no 77.



22^{AR}

YIANNIS TSAROUCHIS (1910-1989)

Still life with pomegranates

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

oil on canvas

29 x 56 cm.

£10,000 - 15,000

€11,000 - 17,000

Provenance

Private collection, Paris.

THEOFILOS HADJIMICHAEL (1871-1934)

The battle of Alexander the great with Mithridates/The Invasion of Alexander the Great in Persia
signed in greek and dated '1927' (upper left)
and inscribed on the upper and lower part
natural pigments on cardboard
70 x 101 cm.

£80,000 - 120,000

€92,000 - 140,000

Provenance

Takis Eleftheriadis collection, Petra, Mytilene, Greece
(purchased c. 1933-1946).

Exhibited

Petra, Mytilene, T. Eleftheriadis House, T. *Eleftheriadis Collection of Paintings by Theofilos*, 1961.

Mytilene, Tourist Pavilion, *The Painter Theofilos on Mytilene*, October 7-30, 1962, no. 19 (listed in the exhibition catalogue).

Athens, Athens Art Gallery, *Theofilos*, May 12-31, 1975, no. 8 (listed in the exhibition catalogue).

Literature

Theofilos, Commercial Bank of Greece edition, Athens 1966, no. 189 (illustrated).

Zygos magazine, no. 13, March-April 1975, p. 80 (illustrated).

T. Spiteris, "Works in the Collection of Takis Eleftheriadis - Petra, Mytilene", handwritten list, c. 1960s (T. Spiteris Archive, Tellogleion Art Institute).

G. Petris, *The Painter Theofilos*, Exandas editions, Athens 1978, pp. 63-64 (discussed), no. 17 (illustrated).

Alexander the Great in European Art, exhibition catalogue, Organisation for the Cultural Capital of Europe, Thessaloniki 1997, p. 265 (listed), fig. 188 (illustrated).

Nobel laureate Odysseus Elytis recounts: "When I saw the Takis Eleftheriadis' collection of paintings by Theofilos hanging in his spacious home in Petra, Mytilene, I was left with the impression that every single one of them was first rate."²

When the painter Orestis Kanellis asked Theofilos to paint for him a landscape, the artist replied fervidly: "I will paint you, instead, Alexander the Great rushing at the enemies with his sword."³

Mighty, regal and handsome as an Olympian god, his golden armour flashing lightning, Alexander the Great, riding Bucephalus, his beloved black stallion and one of antiquity's most famous horses, plunges his lance in the body of Mithridatis, a high ranking Persian and son-in-law of king Darius III, at the famous Battle of the Granicus River in 334 BC. Alexander is clad in the attire of a Roman emperor, including a short blue tunic, gold breastplate and helmet and crimson red cloak. As noted by Y. Tsarouchis, "this outfit known from the folk woodcuts of Erotocritos and the Roman soldiers in 19th c. post-Byzantine icons, is identical to Italian opera costumes, as designed by famed set designers such as Torelli and long before them by such greats as Botticelli and Raphael, when they painted military saints or archangels."⁴

The way Theofilos conceived Alexander's attire is also very similar to the artist's representations of the last Byzantine Emperor Constantine XI Palaiologos who died a heroic death in defence of Constantinople in 1453. Discussing lot 23, art critic G. Petris notes that not only the portrayal of Alexander but "the entire compositional arrangement recalls the final battle at the walls of Constantinople."⁵ (Compare Theofilos's *Emperor Constantine XI Palaiologos at the walls of Constantinople*, May 29, 1453, sold by Bonhams, Greek Sale, 24.4.2013, lot 42). This correlation between Alexander and Constantine shows how Theofilos, with his instinctive knowledge and keen sense of historical past, could easily migrate from one era to another, capturing bygone glory and heroism as a form of eternity constantly reborn in the present.

In this magnificent canvas of pulsating energy, brilliant colour and keen sense of heroic stature, Theofilos, this 'wandering magician of Greek history' explores a mythical, ideal world that stirred his imagination since his early childhood. As noted by Nobel laureate and art critic O. Elytis, his grandfather used to sit him on his knees in front of the fireplace and recount old stories about Achilles and Hector, Alexander the Great, and Erotokritos, until the little boy closed his eyes and dreamt about the great deeds of these heroes of Hellenism.⁶

Interestingly, as argued by Professor N. Chadjinikolaou, the subject of Alexander the Great is missing from the iconography of Greek artists of the period. "An early neoclassical statue by L. Drossis and Y. Chalepas's double-faced *Alexander the Great, Alive and Dead* are the only works that exist, as far as we know. On the contrary, Theofilos kept alive Alexander's tradition, which had grown since the period of the Ottoman Occupation as the incarnation of the dreams of liberation and, later, of the visions of the Great Idea."⁷

History is filtered through the artist's rich imagination and transformed into the enthusiasm⁸ sparked in him by the Macedonian king's valour and heroic achievement. Gallantry is indicated through the repetition of pictorial and iconographic conventions, an approach to painting rooted in Byzantine and folk tradition and reminiscent of the Karaghiozi shadow-puppets or descriptions found in demotic songs. The wealth of detail is a vehicle of initiation into the artist's vision; a means of rendering more tangible to the spectators' imagination the world of gallantry and legend they are invited to contemplate. To this end he included in the picture not only the names of the principal characters, but also a two sentence inscription describing the incident in high-flown language.

Moreover, the linear arrangement, as manifested in the advancing infantry troops in the middleground and the galloping cavalry squadron led by Ptolemy on the left, the symmetry and rhythm of the composition and the impression of an immutable reality, take one even further back to Archaic Greek vase painting and the narrative arrangement of that precursor of folk poetry, the Homeric epics -where all parts are generally set side by side in a paratactical presentation. All phenomena are thrust forward to the narrative surface where they receive even illumination in a flat, continuous present.⁹ As noted by critic and writer Ronald Crichton, "Theofilos presents an unconscious synthesis of the Greek spirit – a lesson to historians who wilfully separate the various periods of Greek history."¹⁰



1. "A citizen of Mytilene, Mr. Eleftheriadis, father of the Parisian art critic and publisher Teriade, took a liking for his work and company and introduced him to his son and to a small circle of writers and art lovers in the town. Theofilos was encouraged to come to Eleftheriadis's house in the olive groves on the slopes above the town, to paint and to talk." R. Crichton, "Theofilos" Orpheus, vol. 2, London 1949, p. 156.
2. O. Elytis, *The Painter Theofilos* [in Greek], Asterias editions, Athens 1973, p. 56.
3. See G. Petris, "The Painter of the Folk Myth" [in Greek], Epitheorisi Technis magazine, no. 75, March 1961, pp. 198-200.
4. Y. Tsarouchis, "The Painter Theofilos" preface to *Theofilos*, Commercial Bank of Greece, Athens 1967, p. 18.
5. G. Petris, *The Painter Theofilos* [in Greek], Exandas editions, Athens 1978, pp. 63-64.
6. Elytis, p. 24.

7. See *Alexander the Great in European Art*, exhibition catalogue, Organisation for the Cultural Capital of Europe, Thessaloniki 1997, p. 264.
8. Theofilos was so fascinated with the radiance, glamour and regal grace of the Macedonian conqueror that he used to parade the streets dressed as Alexander the Great, with helmet, sword, buskins and accoutrements made and painted by himself, followed by a troop of boys similarly attired.
9. See H. Kambouridis - G. Levounis, *Modern Greek Art - The 20th Century*, Athens 1999, p. 43.
10. Crichton, p. 151.

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, 1-3 November 2016. This work will be located in Athens during the auction.



24^{AR}

APOSTOLOS GERALIS (1886-1983)

Young woman peeling quinces

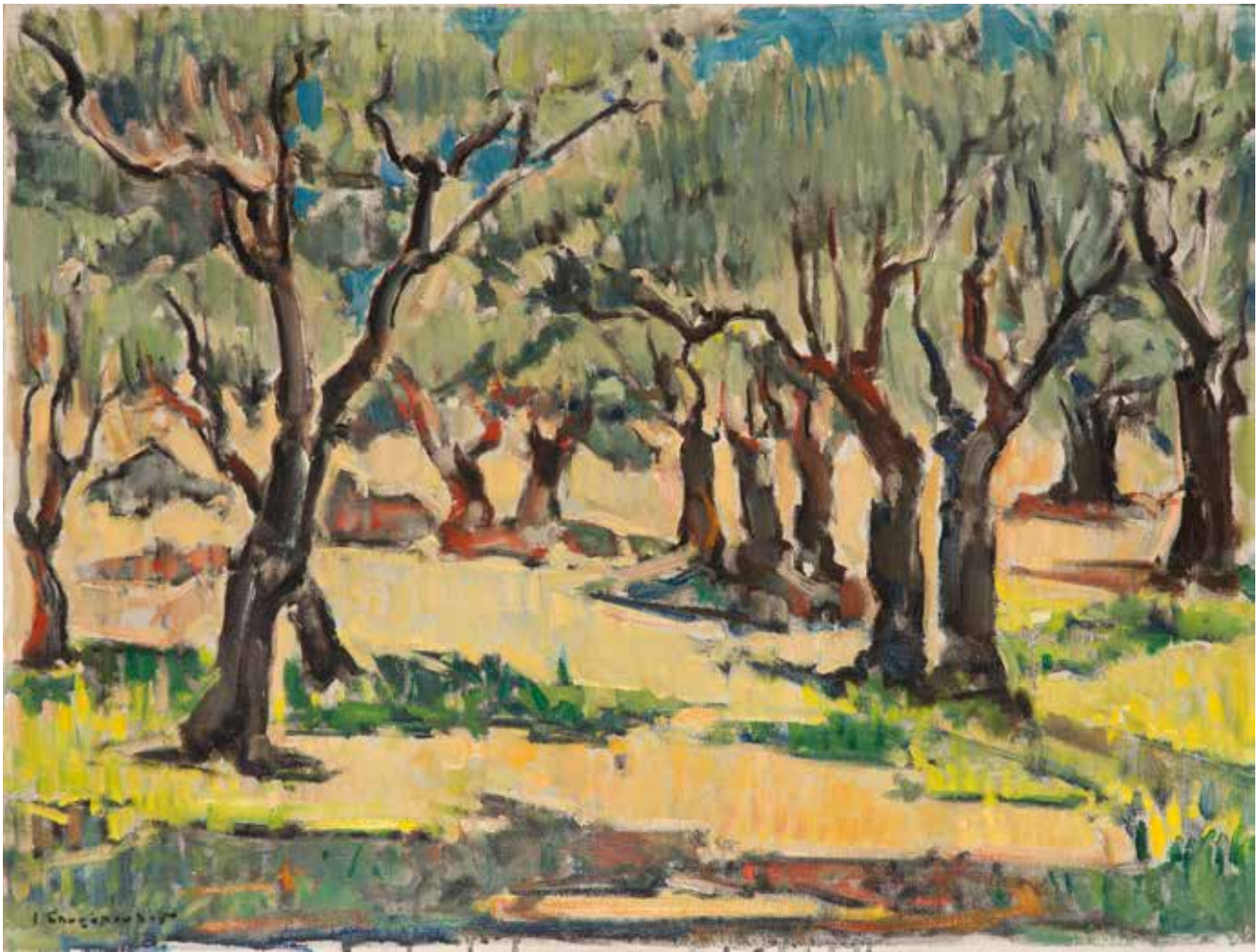
signed in Greek (lower left)

oil on canvas

95 x 70.5 cm.

£6,000 - 8,000

€6,900 - 9,200



25^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Olive trees II
signed in Greek (lower left)
oil on canvas
60 x 80 cm.

£5,000 - 7,000
€5,700 - 8,000

Painted in 1949.

Provenance

World House Galleries, New York.

Literature

C. Christou, *Yannis Spyropoulos*, Athens 1962, p. 40 (illustrated).
Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 83, p. 80 (referred), p. 265 (listed).
Y. Papaioannou, *Yannis Spyropoulos - Monograph*, Yannis and Zoe Spyropoulos Foundation, Athens 2010, no. 83, p. 365 (listed), p. 85 (illustrated).

26^{AR}

YIANNIS TSAROUCCHIS (1910-1989)

Still life: Arum lillies and irises in a vase, a lemon and a belt
signed in Greek (lower right)

oil on canvas

100 x 73 cm.

£25,000 - 35,000

€29,000 - 40,000

Provenance

Private collection, Paris.

Whether I paint men or flowers,
I must reveal the divine spirit
that lies within them.

- Yannis Tsarouchis

Serenely luminous, discreetly noble and irresistibly attractive, *Still life: Arum lillies and irises in a vase, a lemon and a belt*, is a visual treatise on pure form and truthful vision by the emblematic figure of Modern Greek art and key figure of the Thirties Generation. A masterpiece of the artist's still life oeuvre, it is one of the largest to have come on the open market. Executed in a serene and joyous spirit with a remarkable radiance of iridescent and sensitive colours, this is a splendid and truly compelling still life of highly silhouetted leaves, stems and flowers. Discussing a similar work in the A.G. Leventis collection, the art historian E. Arapoglou noted that "Tsarouchis's compositions are characterized by an element of openness primarily achieved through his flat backgrounds painted in neutral colours". This display of enthrallment with colour is akin to the pictorial world of folk art and reminiscent of the powerful immediacy and disarming sincerity of Theofilos's paintings. As noted by Florou, "Tsarouchis's still lives are small masterpieces of remarkable minimalism and rare colour sensitivity. What really amazes us is the frugality of his expressive means compared to the wealth of the final outcome."¹ The whole picture is enchantingly beautiful, speaking to us in a lyrical idiom of quietude, contentment and joie de vivre.

In 1937 in an article that constituted the first comprehensive review of Tsarouchis's work, D. Kapetanakis noted that "broad areas of pure colours, liberated from the fleeting moment, occupy a space that ensures their long-lasting harmony. We are reminded of the fauves, of Matisse. Tsarouchis learned from them but used their teachings in a very personal manner to produce works that are truly Greek in essence."² Set against a dark background, this honest representation of a vase with flowers, frontally portrayed and centrally positioned in all its grandeur, conveys both a sense of reserved authority and lyrical romanticism. This is harmoniously in contrast with the presence of a

military belt which represents a potent signifier of masculinity and youthful vigour. Suggesting a sensual and yet seductive sentiment in the composition, the belt, also recalls the artist's portrayals of young men, which is one of the artist's trademarks. Tsarouchis' objects are studio objects; everyday objects that don't even claim to signify the depth of daily life or mundane existence -a kind of decoration inspired by nothing more than the backdrops used by itinerant photographers. As D. Kapetanakis noted, "What's remarkable is that Tsarouchis managed, with the wisdom of his art, to elevate a model posing in his studio into a symbol of the modern Greek spirit."³ Thus, in *Still life: Arum lillies and irises in a vase, a lemon and a belt*, a representation dominated by genuineness of character and purity of form, the main object is elevated just as a model in the artist's studio. The beautifully executed and poetically pure flowers and the vivacious yellow lemon placed next to them, which are in discreet and appealing contrast with the sensuality of the masculine military belt, harmoniously unify the composition into a captivating, convincing and yet unique work of art.

¹. E. Florou, *Yannis Tsarouchis, His Painting and his Era* [in Greek], Nea Synora - A.A. Livanis editions, Athens 1989, p. 205.

² D. Kapetanakis, *Yiannis Tsarouchis, Return to Roots*, Nea Grammata magazine, 1937 as reprinted in Tsarouchis [in Greek], Zygos, Athens 1978, pp. 7-8.

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



Before my eyes you were light
Before the love love
And when the kiss took you
Woman

- O. Elytis





YIANNIS MORALIS (1916-2009)

Reclining woman, 1977

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

signed and dated 'Yiannis MORALIS / Athenes – Grece/1977'

(on the reverse)

acrylic on canvas

123 x 146 cm.

£120,000 - 180,000**€140,000 - 210,000****Provenance**

Demetris Z. Pierides Collection, Athens.

Private collection, Athens.

Exhibited

Athens, Zoumboulakis Gallery, Moralis, March 1978, no. 19 (illustrated in the exhibition catalogue).

Athens, 1985 European Capital of Culture, *The 1930s Generation, Forerunners and Successors*, travelling exhibition, June 19, 1985 - January 20, 1986 (illustrated in the exhibition catalogue).Patras, 2nd International Patras Festival, *Barry raisin storehouse, Eros in Modern Greek Painting*, June 20 - July 18, 1987 (illustrated in the exhibition catalogue, p. 60).Athens, National Gallery - A. Soutzos Museum, *Yannis Moralis*, April - June 5, 1988, no. 93 (listed in the exhibition catalogue, p. 67).**Literature**

Sima magazine, no. 22, March 1979, no. 5, p. 49 (illustrated).

Demetris Z. Pierides *Collection of Contemporary Greek Painting and Engraving*, Athens 1982, no. 117 (illustrated).*Yannis Moralis*, Commercial Bank of Greece Group of Companies edition, Athens 1988, no. 236, p. 233 (illustrated).C. Christou, *Moralis*, Adam editions, Athens 1993, no. 166 (illustrated).S. Charalambopoulos, *I. Moralis*, documentary film, Periplous productions, Athens 2005 (55.25' - 55.30')*Yannis Moralis, Drawings 1934-1994*, exhibition catalogue, National Bank of Greece Cultural Foundation, Athens 2008, p. 291 (illustrated).

A work of fine lyrical sensibility transformed into an intellectual accomplishment, *Reclining woman* demonstrates a striking balance between erotic passion, lyrical feeling and rational thought. True to his classical Greek heritage and yet utilizing a formal vocabulary perfectly balanced to the scale of modern sensitivity, Moralis sought the realization of a classical ideal, the discovery of a universal measure for *logos and pathos*. "Moralis uses abstraction to isolate the core of human existence, to create through his art a language of symbols. He paints the Aegean Sea, the isle of Aegina, the union of human bodies: evocative forms that echo age-old memories, freed from the burden of their physical existence."¹

As noted by Nobel laureate Odysseus Elytis, 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. "By using a limited vocabulary of form, in which recurrent and opposing curves of ochres and blacks dominate, Moralis has succeeded—in a manner unprecedented in Greek art—to transform the language of the natural world into a purely optical phenomenon. Memories and encounters are repeatedly distilled until they blend into forms of great simplicity and precision. The bodies of young girls emerge with the dampness of the sea, like magnified fragments of ancient Greek vases or miniature frescoes from a bygone place of worship."²

The female nude has always been the key subject in Moralis's art, tracing his stylistic development and revealing the wide range of his art historical and intellectual interests. Lit by an inner light, the same eternal light of Byzantine art which does not come from an external source but emanates from within.³ Moralis's young beauties are stripped from all descriptive details and extravisceral references to capture the universal archetype of the female figure. "Moralis neither describes nor narrates but expresses and interprets the cosmological forces of creation. In his paintings 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."⁴ Through the rhythmically opposed and gently flowing curves of his magnificent nudes we actually worship the eternal continuation of life.⁵

Reviewing the artist's work from the late 1970s, K. Koutsomallis, Director of the Museum of Contemporary Art of the Basil and Elise Goulandris Foundation, incisively noted: "1976 marks the beginning of a period devoted exclusively to geometric abstraction. Forms now become wholly immaterial, dissolving into pure *schemata*. Their monumental character does not reduce their sensuality. On the contrary, eroticism acquires its transcendental expression. In no way does this sensual robustness of form take anything away from their graceful tenderness, lyrical quality and richness."⁶

Discussing lot 27, art critic D. Iliopoulou-Rogan notes: "Odysseus Elytis once wrote: *Before my eyes you were light / before the love love / and when the kiss took you / woman*. This woman is Moralis's *Reclining woman*, captured on canvas by the artist's creative imagination. Using his abbreviated geometric and abstractive vocabulary, he conveys a sense of erotic seduction by relying mainly on the stark juxtaposition of two opposing colours: of red, which is the colour of life, action, heat and intensity, and which he uses to highlight the main erogenous zone; and of midnight blue, which is the colour of harmony and inner peace, and which alludes to the calmness following the storm of erotic passion."⁷

This youthful female nude—one of these lovable forms endowed with grace and tenderness and created by the Muses and the Hours, as Ghika once described⁸ them—was painted on the artist's beloved island of Aegina, at his sun-drenched seaside summer house designed by his friend, the architect Aris Konstandinidis. "I really liked Aegina. We came here in 1950 when all the old mansions were still around. First came my friends Capralos and then Nikolaou. Later, more people started coming, including Odysseus Elytis, Nikos Karydis with his daughters and many friends. We had a great life there. I also made some paintings that were later illustrated in books or magazines."⁹ As S. Kapralou, wife of sculptor C. Kapralos, noted, "he warmly welcomed us to his studio and right away, so as not to lose the afternoon light, displayed his works one by one, with great care and sparse comments. Though daylight started to wane, another glow lit the atmosphere, tenderly embracing his 'doric' paintings."¹⁰

1. Y. Bolis, *Yannis Moralis* [in Greek], Ta Nea editions, Athens 2007, p. 79.
2. O. Elytis, preface to the Moralis exhibition catalogue, Iolas-Zoumboulakis Galleries, Athens 1972.
3. See M. Chatzidakis, "Yannis Moralis" [in Greek], *Zygos* magazine, no. 80, July 1962, p. 6.
4. C. Christou, *Moralis*, Adam editions., Athens 1993, pp. 20, 33, 34.
5. See H. Kambouridis, *Sacred and Profane, Aspects of the Female in Modern Greek Painting 1930-2005*, Chania-Athens, 2005, p. 86.
6. K. Koutsomallis, "The Painting of Yannis Moralis, a Tentative Approach" in *Y. Moralis, Traces*, exhibition catalogue, Museum of Contemporary Art - Basil and Elise Goulandris Foundation, Andros 2008, pp. 18-19, 30.
7. D. Iliopoulou Rogan, preface to the *Eros in Modern Greek Painting* exhibition catalogue, Patras 1987.
8. N. Chatzikyriakos-Ghika [in Greek], *Nea Estia* magazine, no. 1245, 15/5/1979.
9. Interview [in Greek], *Tachydromos* magazine, no. 437, 12.8.2008, p. 36.
10. C. Capralos, *Autobiography* [in Greek], Athens 2001.





28^{AR}

YIANNIS MORALIS (1916-2009)

Nude

signed in Greek and dated '62' (lower centre)

drawing on paper

39 x 29 cm.

£4,000 - 6,000

€4,600 - 6,900

Exhibited

Athens, Eynard Mansion, *Yannis Moralis, Drawings 1934-1994*,
December 2008, no. 77 (illustrated in the exhibition catalogue, p. 181)



29AR

DIAMANTIS DIAMANTOPOULOS (1914-1995)

Head of a woman
signed in Greek (lower left)
oil on canvas
70 x 50 cm.

£12,000 - 18,000

€14,000 - 21,000

Provenance

Ora Gallery, Athens.
Acquired from the above in 1976.
Private collection, Greece.

30^{AR}

CONSTANTINOS PARTHENIS (1878-1967)

Slope at Mount Hymettus
signed 'C.Parthenis' (lower centre)
oil on canvas
55.5 x 65 cm.

£80,000 - 120,000

€92,000 - 140,000

Painted 1917-1919.

Exhibited

Thessaloniki, Vafopouleio Cultural Centre, 19th Dimitria, Municipality of Thessaloniki / National Gallery - A. Soutzos Museum, *Constantinos Parthenis (1878-1967)*, October 12 – November 12, 1984, no. 28, p. 18 (illustrated).

Athens, Federation of Greek Industries, *Parthenis*, June 2004 (illustrated in the exhibition catalogue, p. 27).

Literature

E. Matthiopoulos, *The Life and Work of Costis Parthenis*, K. Adam editions, Athens 2008, no. 126, p. 217 (illustrated).

"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."¹ These are the words of Zacharias Papantoniou, the great scholar and Director of the Athens National Gallery from 1918 to 1940. Indeed, fine views, such as *Slope of Mount Hymettus*, show how the painter exploited his formal repertoire to offer a poetic, idealised experience of the landscape.

Upon his return to Greece from Paris in 1911 and following his stay in Corfu until 1917, Parthenis matured his expressive language, drawing from such multiple sources as Ancient Greek vase painting, Byzantine art, European symbolism, Art Nouveau, the *Jugendstil*, Cubism and Fauvism, formulating an eclectic artistic language that provoked 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."²

In *Slope of Mount Hymettus*, a fine example of this fruitful period, 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, apart from being a great painter of lofty national ideals, was also a master landscapist, capturing the power, brilliance and variable pulse of the Attic land. Throughout the pictorial surface, the artist used his distinctive parallel strokes with great diligence but also with admirable freedom. Our eye follows the movement of his brush, as successive touches of sensitive, translucent colour are added to the picture. Every feature of the landscape is not only animated by colour but also lit by grace.

Moreover, the abbreviated, dematerialised curvilinear motifs of the trees further enliven the scene, charging the entire composition with a poetic charm and elegiac feel. In his treatise on the representation of the tree in Greek art, Professor C. Christou notes that "the tree holds a prominent position in Parthenis's work and his paintings of the specific subject are exceptional"³, while, in 1920, Z. Papantoniou made the following remark: "Parthenis's landscapes from Attica, Corfu and Poros take us to the world of ideas. His eye sees into the ideal, as ours does into the natural. The humblest of trees reveals a thought."⁴

1. Z. Papantoniou, *Valkanikos Tahydromos* daily, 11.5.1920.
2. D. Papastamos, *Painting 1930-1940*, Astir Insurance editions, Athens, 1981, p. 68.
3. C. Christou, "The Tree in the Greek Art of the 19th and 20th Century" [in Greek] in *The Tree, a Source of Inspiration and Creativity in Greek Art*, exhibition catalogue, Averoff Museum, Metsovo and Nicosia Contemporary Art Centre, Nicosia 1993, p. 19.
4. Z. Papantoniou, "The Art of Parthenis" [in Greek], *Patris* daily, 19.1.1920.





31^{AR}

GEORGIOS GOUNAROPOULOS (1889-1977)

Landscape with figure
signed 'GOUNARO' (lower left)

oil on canvas
60.5 x 81.5 cm.

£5,000 - 7,000
€5,700 - 8,000



32

MICHALIS ECONOMOU (1888-1933)

Fishing huts

signed 'M. Economou' (lower left)

oil on flannel laid on canvas

48 x 60 cm.

£12,000 - 18,000

€14,000 - 21,000

Bearing a handwritten authenticity confirmation by the artist's wife dated 6/8/79 on the reverse.

Provenance

Private collection, Athens.





33AR

AGENOR ASTERIADIS (1898-1977)

Shooting gallery
signed in Greek and dated '58' (lower right)
tempera on hardboard
103 x 183 cm.

£25,000 - 35,000

€29,000 - 40,000

Painted in 1958.

Provenance

Private collection, Greece.

Exhibited

Athens, Zygos Gallery, *Agenor Asteriadis*, March 1959, no. 7.
Athens, Ora Gallery, *Agenor Asteriadis*, February 12 - March 11, 1970 (discussed and illustrated in the exhibition catalogue, p. 44).
Athens, National Gallery - A. Soutzos Museum, *A. Asteriadis*, retrospective exhibition, 1976, no. 51 (illustrated in the exhibition catalogue).
Athens, Benaki Museum, *Agenor Asteriadis 1898-1977*, September 22 - November 2011, no. 81 (discussed and illustrated in the exhibition catalogue, pp. 41-42, 176-177).

Literature

Panathinea magazine, no.3, March 1959, p. 35 (referred).
Y. Miliadis, "The Work of Agenor Asteriadis", speech delivered at the Athens Technological Institute, 29.3.1961.
Dimiourgies magazine, no. 3-4, April-May 1970, p. 54 (illustrated).
Agenor Asteriadis, *Painting-Engraving*, City of Athens Cultural Organization edition, Athens 1998, no. 45, p. 21 (discussed), pp. 154-155 (illustrated).

One of the most charming and disarmingly beautiful paintings ever to appear on the Greek auction market, Asteriadis's *Shooting gallery* represents the artist's childhood point of view and a fresh outlook on life. This innocent view and joyful disposition, expressed with a childlike formal vocabulary that has assimilated the teachings of cubism and the modernist avant-garde, coexists with traditional stylistic conventions drawn from shadow puppet theatre, folk art, Byzantine icon painting and miniature handicraft.

Discussing the work in the exhibition catalogue of the artist's 2011 major retrospective at the Benaki Museum, Professor M. Vlachos noted: "Towards the end of the 1950s, Asteriadis started painting pictures related to urban social life and entertainment, such as *Balloons at a fair*, 1957 and *Shooting gallery*, 1958 - a series that culminated with *Country fair*, 1977¹. *Shooting Gallery* is a rather singular representation. Scattered across the pictorial surface, the figures shown behind the low wall that the visitor of the amusement park should aim at and hit, are painted on thin slices of wood and are uniformly lit against a flat red background, echoing Matisse's *papiers découpés*. Standing before the low wall and having a commanding presence, the man with the Byzantine-like countenance, as he turns his rifle towards the middleground, seems to be momentarily detached from the plane occupied by the figures, evoking this way the illusion of distance."²

1. Sold by Bonhams, Greek Sale 26.04.2016.
2. *Agenor Asteriadis 1898-1977*, exhibition catalogue, Benaki Museum, Athens 2011, pp. 41-42.



34^{AR}

ALECOS FASSIANOS (BORN 1935)

Ulysses and Circe

signed in Greek (lower right); signed, titled and dated

'Ulysse et Circe/Fassianos/1994' (on the reverse)

oil on canvas

73 x 92 cm.

£20,000 - 25,000

€23,000 - 29,000

Provenance

Private collection, Athens.

Exhibited

Paris, Galerie Beaubourg, *Ulysses*, 1996.





35^{AR}

THANOS TSINGOS (1914-1965)

White and red flowers on white background
signed and dated 'TSINGOS/60' (lower right)
oil on canvas
91.5 x 72.4 cm.

£6,000 - 8,000
€6,900 - 9,200

Provenance

Private collection, Italy.

A magician who transformed thick impasto into fireworks of stems and petals, Tsingos injected new life in the genre of flower painting, capturing the avant-garde longing for constant re-invention. 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.

With improvised strokes, curls and dabs of paint applied with unconventional freedom directly from the tube, the artist created such magnificent compositions as *White and red flowers on white background* reflecting his fascination with both his subject and the process of painting. Though the act of painting has always been an energising source of his visual creation, his pictures never actually threatened to devour the subject. Instead, they startle the viewer with their amazing clarity, treating us to a lively impression of the joys and sensations of the open air, while inducing a fresh outburst of wonder that leaves us breathless. The viewer's eye travels along the vigorous lines, following the movement of the painter's hand, his romantic gesture revealing the liberation of confined energy. However, this powerful statement of personal freedom is declared with remarkable self-control, which never allows the painting to lose its inner logic or run the risk of confused imagery. ¹

¹. See H. Kambouridis - G. Levounis, *Modern Greek Art-The 20th Century*, Ministry of the Aegean, Athens 1999, p. 162.



36^{AR}

THANOS TSINGOS (1914-1965)

Navire sur mer rouillée
 signed and dated 'TSINGOS 59' (upper-middle left);
 signed and dated 'TSINGOS/59' and inscribed with numbers (on the reverse); inscribed on label (on the stretcher)
 oil on canvas
 92 x 73 cm.

£12,000 - 18,000

€14,000 - 21,000

Provenance

Sale of Modern and Contemporary art, Cannes Encheres, 4th of March 2012, Cannes.
 Acquired from the above by the present owner.

"In the history of lyrical abstraction of the 1950s and 1960s, Tsingos rightfully claims a distinct place."¹

- Michael Ragon

A restless spirit and a visionary bohemian, Thanos Tsingos left his indelible mark in the post-war Greek art scene, perfectly capturing the avant-garde longing for romantic escape, anti-conformist lifestyle and constant re-invention of ideas and forms. In 1959 he reaches the

pinnacle of his success, reaping laurels in Cannes for his one-man show at Gallery 65. His paintings are sold in Europe, the USA and Canada, while his London galleries consistently promote his work.²

Bursting with intensity and verve, *Navire sur mer rouillée* showcases the artist's sensitivity for the materiality of paint and fascination with texture and colour. The immediacy of the execution, reminiscent of the surrealist automatic writing, shifts the centre of gravity from the production of images to the process of painting. The viewer's eye travels along the vigorous lines, following the movement of the painter's hand, his romantic gesture which reveals the liberation of confined energy.

In *Navire sur mer rouillée* the artist's mastery is evident in the bold geometric abstraction and subdued, lyrical colour which are freely combined on a textured surface to evoke the meeting of the sea with the boats, producing a highly personal interpretation of seascape in Southern France. Starting in 1954, Tsingos used to spend spring and summer months on the Côte d'Azur, often working fervently on new projects. The painting on offer bears the seal of a restless personality that combined dynamism and sensitivity in a most extraordinary manner. As noted by D. Fatouros, "Tsingos' painting is intense and tempestuous but not aggressive. That is one of his key expressive characteristics. The artist is in a constant state of vigilance but at a distance, a distance that reflects an attitude of kindness."³

¹. M. Ragon, 'Tsingos, Abstrait Lyrique et Nouveau Figurative' in *Tsingos*, exhibition catalogue, Centre Georges Pompidou, Paris, p. 11.

². See *Thanos Tsingos - Yannis Gaitis* [in Greek], exhibition catalogue Cyclades Gallery, Ermoupolis, 2004.

³. D. Fatouros, 'With Intensity and Composure' [in Greek] in *Thanos Tsingos*, exhibition catalogue Leonidas Kanellopoulos Cultural Centre, Eleusis, 2005, p. 19.



37^{AR}

SPYROS VASSILIOU (1902-1984)

Griffins

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

oil on canvas

72 x 91 cm.

£7,000 - 9,000

€8,000 - 10,000

Exhibited

Thessaloniki, Kochlias Gallery, *Spyros Vassiliou, Thessaloniki 1930-1980, Fifty Years of Love*, March 13-30, 1980 (illustrated in the exhibition's poster).

Literature

H. Kambouridis, *Spyros Vassiliou*, Exhibitions, Ikaros editions, Athens 1982, p. 282 (illustrated).



38^{AR}

SPYROS VASSILIOU (1902-1984)

Nocturne

mixed media on canvas laid on board
183 x 99 cm.

£12,000 - 18,000

€14,000 - 21,000

Painted in 1964.

Provenance

The artist's estate.

Exhibited

Athens, Hilton Gallery, *Spyros Vassiliou*, Athens-Eretria, April 5-28, 1965.

Literature

Zygos magazine, no. III-65, April 1965, p. 25 (illustrated).

Architektoniki magazine, no. 52, July-August 1965, p. 99 (illustrated).



39^{AR}

YIANNIS TSAROUCIS (1910-1989)

Landscape

signed in Greek (lower right)

watercolour and pencil on paper

23 x 32 cm.

£5,000 - 7,000

€5,700 - 8,000

Painted in 1932.

Exhibited

Athens, Benaki Museum, Yannis Tsarouchis 1910-1989, December 18, 2009 - March 14, 2010, no. 35 (illustrated in the exhibition catalogue, p. 94).



a)



b)

40^{AR}

YIANNIS TSAROUCIS (1910-1989)

a) Girl sitting on blue chair
signed in Greek and dated '1936' (on the lower part)
watercolour on paper
29 x 17 cm.

b) Drawing
signed in Greek and dated '36' (lower right)
pencil on paper
30 x 20 cm.
(2)

£5,000 - 7,000
€5,700 - 8,000

Provenance

Private collection, Athens.



Ο Διὸς ἀρχὴν ἔχοντα τὸν ἐπιχθίνου καὶ οὐρανοῦ τοῦ ἡγεμονίοντος



Έρχαν Θωμάς Γ. Χατζη Μιχαήλ
1927.

Η ΤΡΩΑΔΑ ΚΑΙ ΤΗΝ ΜΙΝΩΤΑΝ ΚΑΙ ΤΗΝ ΠΥΛΑΟΝ ΤΟΥ ΔΙΟΥ ΧΑΡΑΛΑΜΟΣ

ΟΙ ΤΡΩΕΣ ΚΑΙ ΤΗΝ ΜΙΝΩΤΑΝ ΚΑΙ ΤΗΝ ΠΥΛΑΟΝ ΤΟΥ ΔΙΟΥ ΧΑΡΑΛΑΜΟΣ

THEOFILOS HADJIMICHAEL (1871-1934)

Ulysses brings Iphigenia to the high priest Kalchas signed in Greek and dated '1927' (lower right); also inscribed in Greek with title (on the lower part)

fresco

100 x 165 cm.

£60,000 - 80,000

€69,000 - 92,000

Provenance

Private collection, Athens.

Exhibited

Athens, Kourid Gallery, *Theofilos*, February-March, 1988.

Iphigenias are among Theofilos's finest moments.

- G. Petris

Iphigenia in Aulis, a subject so dear to Theofilos that he painted it on his famous little chest where he kept the tools of his trade, became an ideal vehicle for the painter to fuse iconographic and linguistic symbols in a uniform and living Greek myth. The painter Alecos Fassianos recalls that in 1959, when he visited the island of Lesbos with Professor P. Mylonas to record the artist's works, an old woman told him that she had met Theofilos once and asked him: "What is that you are painting my son? He replied: 'A woman who sacrificed her life to save Greece.' That's exactly how Theofilos felt about it; that Iphigenia had literally sacrificed herself for the good of the Greeks. Theofilos was a true artist, who gave us a national pictorial consciousness, so that we can be proud to have paintings that spring like trees from this land's very soil."¹

Ingeniously combining instinctive knowledge, compositional discipline and freedom of colour choices with a deep sense of a heroic past, Theofilos rediscovered the hidden clue of Greek painting, becoming a point of reference for the most prominent Greek intellectuals of the 20th century. Nobel laureates G. Seferis and O. Elytis considered him an uncorrupted student of the senses who gave expression to the true face of Greece and a great artist who made us see the world with a different eye.² "His roots go way back to the ancient Aegean and it is this heritage that makes him paint in a distinctly Greek manner."³

Ancient Greek subjects comprise a significant subset of Theofilos's

iconography, allowing him to explore a mythical, ideal world that captured his heart and stirred his imagination. Here, the seer Calchas is shown in front of the temple of Apollo -as indicated by the inscription on the lower left, the image of the sun on the pediment and the god's statue in the interior- welcoming with a theatrical gesture Iphigenia and Odysseus to the port of Aulis, in Boeotia "when the ships of the Achaeans were gathered bringing disaster to the Trojans and Priam, and we beside a spring and upon the sacred altars were accomplishing complete hecatombs to the immortals." (Iliad, Book Two, 303-306.) Art critic G. Petris holds that Theofilos's works involving the sacrifice of Iphigenia are among his finest moments⁴

As the myth goes, after two years of preparing for the Trojan War, the Greek fleet and army had assembled in Aulis, but Agamemnon while hunting killed a stag (shown at the foot of the temple) which was sacred to Artemis and the goddess in retribution visited the army with pestilence and produced a calm which prevented the ships from sailing. Thereupon, Calchas, the wise soothsayer, announced that the wrath of the goddess could only be appeased by the sacrifice of a virgin, and that none other but the daughter of the offender, the maiden Iphigenia, would be acceptable. Agamemnon, however reluctant, gave his consent and sent for his daughter, under the pretence that she was to be married to Achilles. But, at the moment of sacrifice, Diana, relenting, snatched the maiden away and left a deer in her place. Enveloped in a cloud, Iphigenia was conveyed to Tauris, where Artemis made her a priestess at her temple.⁵

The Homeric epics, the remotest time period Theofilos dealt with, are close in spirit to his art. Fundamental to the Homeric representations of reality is *parataxis*, a style in which sentences, ideas and episodes are placed one after another like beads on a string. Each hexameter is followed by another of equal grammatical and semantic value. In paratactic narrative - much like in Theofilos's linear arrangement of figures - every idea and every scene is equally important, equally emphasized and thus all seem to exist on one uniform level or plane. In both cases, this device is characteristic of an impulse to provide a full description of the subject by leaving nothing obscure, hidden or implicit. Everything is explained, clearly expressed and evenly illuminated in a continuous and perpetual present.

1. A. Fassianos, "Theofilos, the Friend of God" [in Greek], *I Lexi* magazine, no. 172, November - December 2002, p. 920.
2. O. Elytis, *The New Greek Myth*, Asterias, Athens 1973 and G. Seferis, *Angloelliniki Epitheorisi* magazine, vol. 3, no. 1, May 1947, p. 2
3. A. Xydis, *Proposals for the History of Modern Greek Art* [in Greek], vol. 1, Athens 1976, p. 36-38.
4. G. Petris, *The Painter Theofilos* [in Greek], Athens 1978, pp. 42.
5. See T. Bulfinch, *The Golden Age of Myth and Legend*, Wordsworth Editions, Ware, 1993, pp. 263-264.

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, 1-3 November 2016. This work will be located in Athens during the auction.



Έργο Θεοφίλου Γ. Χατζη Μιχαήλ
1927
Η ΤΟΥ ΚΩΡΑΙΟΥ ΤΗΣ Τρωάδας
Ο Διοσκουρίδης γέρων τὸν φερόμενον ἀφ' ἑνὸς τοῦ ἀρχαίου νομοῦ ἐπὶ τῶν Μιυτῶν καὶ χύου τῆς Πύργου τοῦ ἐπιμ. Χαλδίου.

42^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Midday

signed and dated 'Ghika 65' (lower left);

signed, dated and titled 'Ghika 1965/Midday' (on the reverse)

oil on canvas

90.2 x 70.7 cm.

£40,000 - 60,000

€46,000 - 69,000

Provenance

Private collection, London.

Exhibited

London, The Leicester Galleries, *Exhibition of Recent Paintings by Ghika*, May 4-27, 1965, no. 18 (possibly).

Painted in 1965, *Midday* is a great example of the artist's mature artistic creativity, where one can easily distinguish Ghika's abstractive tendencies from the 1960s and his use of intertwined designs and stylised motifs to saturate the pictorial space.¹ Lines, shapes and colours spin and swirl in a cosmogonic whirlpool, building up an abstract composition of pure form. His style, very similar to the Synthetic Cubism found in works by Picasso and Braque, highlights the usage of geometric forms and juxtapositions of light and colour, combined with elements of nature and landscape. Here the artist skilfully displays a mélange of close-knit rhythmical structures deriving from Byzantine art and Cubist elements that recede and are replaced by a fascination with the descriptive and the atmospheric. 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 As argued by Professor P. Michelis "Ghika's cubism draws from indigenous and age-old, timeless sources."³

Midday portrays a vivacious landscape, dominated by a luminous moon and an earthy palette and set on a pinkish background and represented by a colourful maze of shape ruled by a severe and at the same time harmonious geometry. The moon⁴ dictates the cool tonalities and intense juxtapositions of light and dark areas, further animated by the textured surface overlaid by drips of paint.⁵ In his quest for Greekness

Ghika created his own visual universe and established his personal artistic language that was inseparably linked to the luminosity and radiance of the Mediterranean light and landscapes of Greece. This depiction reveals the artist's masterly handling of light and colour as its labyrinthine landscape with its transparent light underlines the clarity of outlines and defines colours with great accuracy. Thus, *Midday* reinforces even more the artist's creative harmony and purity and shows how Ghika skilfully analyses the Greek landscape and intense natural light into simple geometric shapes and interlocking planes that form his poetical and chromatically balanced compositions.

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

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

³ P. Michelis, 'N. Hadjikyriakos-Ghika' [in Greek], *Zygos* journal, no. 58, September 1960, p. 10.

⁴ The moon was a source of inspiration for the 19th c. French symbolist poets, particularly Charles Baudelaire and his poem *Les Bienfaits de la Lune*, while Baudelaire's transient and hallucinatory images influenced the painters of the New York School in the 1940s (compare J. Pollock, *The moon woman*, 1942, Guggenheim Foundation, Venice).

⁵ See K.C. Valkana, *Nikos Hadjikyriakos-Ghika, His Painting Oeuvre* [in Greek], Benaki Museum edition, Athens 2011, pp. 138, 140.





43^{AR}

NIKOS KESSANLIS (1930-2004)

Abstract Composition

signed and dated 'K.NIKOS 56' (lower right)

oil on canvas laid on board

71 x 83.5 cm.

£7,000 - 9,000

€8,000 - 10,000

Exhibited

Thessaloniki, Municipal Gallery, 37th Dimitria, *30 Years and...*,
George and Manti Diamantidis Collection, 2002, no. 46 (discussed
and illustrated in the exhibition catalogue).

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. 205 (illustrated).

E. Mavromattis, Nikos, *De-materilization and Process as Structure of
the Image in his Work*, Athens 1988, p. 109 (illustrated).



44^{AR}

YANNIS GAÏTIS (1923-1984)

Untitled/Figures

signed 'Gaitis' (lower left)

oil on canvas

60 x 80 cm.

£6,000 - 8,000

€6,900 - 9,200

Painted in 1967.

Provenance

Private collection, Greece.

Literature

Yannis Gaitis, Catalogue Raisonné, Ioannis F. Costopoulos Foundation, Athens 2003, no. 889, p. 231 (illustrated).



45^{AR}

LUCAS SAMARAS (BORN 1936)

Untitled/ (flower) June 2, 1956

initialled 'LS' and dated June 2/58 (on former backing affixed to present backing)

oil and coloured chalk on paper

30.5 x 22.9 cm.

£5,000 - 7,000

€5,700 - 8,000

Provenance

Hirschl and Adler Modern, New York.

Anthony Ralph Gallery, New York.

Sotheby's Contemporary sale of 15 March 2006 New York, lot 16.

Linda Hyman Fine Art, New York.

Private collection, Greece.



46^{AR}

CHRYSSA (VARDEA) (1933-2013)

Untitled

neon light, plexiglass box

57.5 x 31,5 x 22 cm.

£6,000 - 8,000

€6,900 - 9,200

Provenance

Gift from the artist to the previous owner in 1970.

Private collection, Greece.

47^{AR}

YIANNIS TSAROUCHEIS (1910-1989)

Erofilii

signed in Greek and dated '88'(lower right);

titled (upper left)

oil on canvas

200 x 75 cm.

£70,000 - 100,000

€80,000 - 110,000

Painted in 1988.

Provenance

Private collection, Athens.

Literature

E. Florou, *Yannis Tsarouchis, his Painting and his Era*, Nea Synora - A.A. Livanis editions, Athens 1989, no. 1301, p. 293 (listed).

Yannis Tsarouchis (1910-1989) Painting, Yannis Tsarouchis Foundation, Athens 1990, no. 548 (illustrated).

Captured in earthy colours and bold, abbreviated forms highlighted by solid outlines and set in shallow space against a dark background reminiscent of his famous *Four Seasons* (compare *Autumn*, sold by Bonhams, Greek Sale, 24.4.2013, lot 53), this captivating work by Tsarouchis illustrates a scene from the tragedy *Erofilii* (*Erophile* - c. 1595), Georgios Hortatsis's¹ masterpiece and one of the most important plays of Cretan literature, recalling, in broad terms, Sophocles's *Antigone*.

As the story goes, Erofilii, the daughter of King Philogonos, loves the brave general Panaretos and they get secretly married, but the king discovers it, kills the bridegroom by a brutal death and presents his daughter with her lover's severed head and limbs in a golden bowl. Devastated, Erofilii breaks into a magnificent lament: "O gracious mouth with sweet-smelling breath, fountain of all virtues, mouth full of sweetness! Why don't your sweet lips call, alas, your Erofilii? Why this silence before my sorrow, my tears? Why do you not say some word to comfort me?"²

The work is discussed by Tsarouchis himself in the special addendum to the seminal Tsarouchis Foundation 1990 edition: "I painted the heroine of Hortatsis's tragedy when she sees the head, heart and hands of her beloved Panaretos. She is dressed in a neoclassical outfit which I took from a folk woodcut of the popular edition of *Erotokritos* depicting Aretousa. The work is strongly influenced by Byzantine and Oriental art. It differs from my pursuits in Paris when I painted the *Four Seasons*. I consistently revisit these two artistic approaches and this makes the story of my painting."

1. A first rank dramatic writer and poet, Georgios Hortatsis (1550-c.1610) introduced the theatre to Crete and elevated the local idiom into a literary language.

2. See C.Th. Dimaras, *A History of Modern Greek Literature*, University of London Press, London 1974, pp. 83-84; L. Politis, *A History of Modern Greek Literature*, Oxford University Press, 1975, pp. 55-56.







48

THEOFILOS HADJIMICHAEL (1871-1934)

Sappho and Alcaeus

inscribed with title in Greek (upper left)

fresco

110 x 209 cm.

£100,000 - 150,000

€110,000 - 170,000

Painted in 1928.

Provenance

Coffee shop in Skopelos Yeras, Mytilene, Greece.

G. Mich. Antikas, Skopelos Yeras, Mytilene.

Literature

The Painter Theofilos on Mytilene, exhibition catalogue, Mytilene 1962 (illustrated).

Theofilos, Commercial Bank of Greece edition, Athens 1966, no. 106 (illustrated).

G. Petris, *The Painter Theofilos*, Exandas editions, Athens 1978, p. 43 (referred).

One of the few surviving murals by Theofilos rescued from destruction or decay thanks to the efforts of prominent intellectuals and collectors, this fine work was removed from its original wall in a coffee-shop in the village of Skopelos, Yeras on the island of Mytilene and restored with great care¹ The restoration project was a challenging one, since in addition to the ravages of time it had to overcome a considerable accumulation of soot and smoke residue from the coffee-shop's stove, gas cooker and cigarette smoking patrons.

Especially when he painted murals in stores or coffee-shops frequented by many people, Theofilos abolished the rules of perspective and rejected the illusion of depth not only because they impeded his creative zeal but also because he didn't want to undermine the wall's optical stability by penetrating its surface through the use of deep, illusionistic perspective. On the contrary, everything is explained and clearly expressed and all subjects are provided a full description so that nothing is left obscure. Allegedly, in his wall paintings Theofilos worked from the left, using his left hand, and drawing the figures from the feet upwards. It is told in the island of Mytilene that a curious onlooker, watching Theofilos start a figure in this manner, asked the identity of the subject. "How shall I know who it is," replied the painter, "until I get to the head?"²

Here, as indicated by the inscription on the upper left corner, the subject is Sappho, the great 7th-6th c. BC lyric poetess from the island of Lesbos [Mytilene] whose lyrics were well-known and greatly admired through much of antiquity, and her friend and possibly lover Alcaeus, the other great poet of Lesbos who enjoyed a high reputation for his firm style and ardent virility of expression. In the handwritten inscription, Alcaeus is mistakenly referred to as the son of Pittacus (c. 640-568 BC), also a native of Mytilene and one of the Seven Sages of Ancient Greece, as if Theofilos wanted to fit all of the island's ancient glories into a single caption.³

The picture is loosely based on the painting *Sappho*, 1881 (Walters Art Gallery, Baltimore) by the Dutch-born, Belgian-trained artist Lawrence Alma-Tadema (1826-1912), which shows Sappho and her companions listening as Alcaeus plays his *kithara* and recites his poems on the island of Lesbos. Theofilos kept the basic compositional structure, with Sappho gazing over a lectern at Alcaeus, a woman standing by her and other listeners sitting behind her, but despite these obvious borrowings, he treated the subject in his own terms, transforming the same more or less scene into a completely new aesthetic experience. Like many other great masters from the past, Theofilos was by no means reluctant to draw his iconography from earlier works by other artists, source material he nonetheless ingeniously reworked to fit his own artistic vision.

1. See *The Painter Theofilos in Mytilini* [in Greek], exhibition catalogue, Tourist Pavilion, Mytilene, 1962.
2. See R. Crichton, "Theofilos", *Orpheus*, vol. 2, London 1949, p. 151.
3. See G. Petris, *The Painter Theofilos* [in Greek], Athens 1978, pp. 43.

Please note that due to Greek regulation, this lot cannot be exported from Greece and will be available for viewing and inspection in Athens either by appointment or during the Athens Preview, 1-3 November 2016. This work will be located in Athens during the auction.



49^{AR}

YERASSIMOS SKLAVOS (1927-1967)

Exelixis/Evolution

signed 'SKLAVOS' (on the lower part)

grés

100 x 41 x 27 cm.

£40,000 - 60,000

€46,000 - 69,000

Executed in 1962.

This piece is a unique work.

Provenance

The artist's workshop.

N. Sklavos collection, Paris.

Exhibited

Athens, Zoumboulakis Galleries, Sklavos, May 1981

(illustrated in the exhibition catalogue).

Athens, National Bank of Greece Mela Mansion, *Sklavos, Shaping the*

Spirit 1927-1967, December 7 1998 - January 31 1999; Thessaloniki,

National Bank of Greece Cultural Foundation's Cultural Centre,

February 26 - March 31 1999, no. 36 (illustrated in the exhibition

catalogue, p. 122).

Literature

A. Xydis, *Propositions for the History of Modern Greek Art*, vol. 2,

Olkos editions, Athens 1976, p. 116 (illustrated).

An artist of international renown, considered in 1966 by Christian Zervos to be "the greatest living sculptor after Giacometti's death"¹ and named "Maitre de l' Ecole de Paris" by French President Jacques Chirac, Sklavos evoked archetypal symbols and revealed the true power of spiritual light. Reviewing his work in 1963, the former Director of the National Gallery in Athens M. Kalligas noted: "His works create an endless interplay of light and shadow, breathing life into the rigid matter. The purity of his lines and the immediacy and minimalism of his expression are akin to ancient Greek sculpture."²

A masterpiece from the artist's estate, *Evolution* is a combination of monumental quality, formal balance, and expressive spirit; a robust structure whose coherent inner rhythm, immediacy of form and minimalism of expression make it a modern-day *caryatid*. As noted by French art critic Raymond Cogniat, "Sklavos's works are dream traps because they're openings to a mystic world. He made matter submit to the reflections of his imagination."³

Awarded the Grand Prix de Sculpture and the Young Artist's Award at the second Biennial for Young Artists in Paris in 1961, Sklavos was born in Kefalonia in 1927 and died a tragic death at the age of 40 when he was crushed in his Paris studio by the large granite sculpture he was working on. During his short but brilliant career, he established a global reputation and his monumental sculptures can be found in many countries around the world, including Canada (Montreal), France (Paris, Centre Pompidou) and Greece (Delphi). After studying sculpture at the Athens School of Fine Arts, Sklavos won a scholarship to the École des Beaux Arts in Paris and later attended the Académie de la Grande Chaumière in Montparnasse where he studied under Ossip Zadkine. In 1960, he patented a technique of cutting stone using an oxy-acetylene flame and the following year he held his first solo exhibition, becoming an overnight international sensation. A questioning mind and restless spirit who never ceased to experiment with different ways of handling his material, "Sklavos bequeathed to the world an artistic oeuvre of exceptional quality."⁴

1. As quoted in *Sklavos*, Zoumboulakis Galleries (exhibition catalogue) [in Greek], Athens 1981.

2. M. Kalligas, *Biennale of Young Artists*, [in Greek], Vima daily, 6.11.1963.

3. As quoted in *Sklavos*.

4. C. Christou - M. Koumvakali, *Modern Greek Sculpture*, Commercial Bank of Greece, Athens 1982, p. 160-161.



50^{AR}

NIKOS ENGONOPOULOS (1910-1985)

Greek Arcadia, 1960

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

paints on glass

136 x 115 cm.

£30,000 - 50,000

€34,000 - 57,000

Provenance

Commissioned in 1960 by the family of the present owner.

Literature

K. Perpinioti-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 Errieti 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.





51^{AR}

SPYROS VASSILIOU (1902-1984)

Lamp

signed in Greek and dated '66' (lower right)

acrylic on hardboard

90 x 120 cm.

£8,000 - 12,000

€9,200 - 14,000

Exhibited

Athens, Radisson Blu Park Hotel, *Spyros Vassiliou, The Poet of Everyday Life*, December 3, 2014 - January 31, 2015.



52^{AR}

SPYROS VASSILIOU (1902-1984)

Still life: Vase with flowers and glasses
signed in Greek and dated '84' (lower right)
oil on canvas
60 x 73 cm.

£6,000 - 8,000

€6,900 - 9,200

53^{AR}

ALEXIS AKRITHAKIS (1939-1994)

Hommage a G.Makris III

signed and dated 'AKRITHAKIS 68' (lower centre);

inscribed 'BERLIN FEVRIER 1968/HOMMAGE A G.MAKRIS III' (lower left)

acrylic, tempera and pen on board

65 x 50 cm.

£20,000 - 30,000

€23,000 - 34,000

Provenance

Private collection, Germany.

Sotheby's London, Greek sale of 10 May 2007, lot 22.

Private collection, Athens.

A great example of Akrithakis's flamboyant and highly original style, in the spirit of pop art and automatic surrealism, which foreshadowed the graffiti-inspired art of Keith Haring, *Hommage a G. Makris III* is an imaginary microcosm of striking colours and bold shapes endowing it with a dreamy quality and childlike wonder.¹ The core elements of the artist's signature style have a tangible and clearly defined form, while his personal symbols -sun, fire, flowers, hearts and arrows, are depicted with great confidence.

As noted by art critic C. Joachimides, "a rousing cheerfulness emanates from the images of Alexis Akrithakis, inviting us to make merry in a humming meadow, to enter a multicoloured amusement park whose brilliant lights set off emotions. A microcosm in flowing motion, in constant action -a quotidian baroque feast unfurls before us."² Art historian Maria Kotzamani maintains that Akrithakis, besides being a charismatic image maker, was above all a truly great poet. "Poetry flows through his work like blood through veins."³

As inscribed in the lower left corner, the work is an homage to George Makris (1923-1968), a fine poet and an enlightened mind of the time, who encouraged him to become an artist, 'opened his eyes' and became his spiritual father. "He taught me not to paint but to see,"⁴ Akrithakis would say.

1. "Akrithakis's temperas of the late 1960s are explosive and dazzling in colour and form, inspired and particularly original for their time." D. Zacharopoulos, "An Unexpected Glimmer over the Abyss or the Artistic Oeuvre of Alexis Akrithakis", in *Alexis Akrithakis*, exhibition catalogue, Neue Nationalgalerie, Berlin 2003, p. 142.

2. C. Joachimides, "Wonderings of a Daydreamer" [in Greek] in *Akrithakis*, exhibition catalogue, Goethe Institute, Athens 1968.

3. M. Kotzamani, "Alexis Akrithakis, a Poet of the Visual World" in A... as for Akrithakis, N.P. Goulandris Foundation - Museum of Cycladic Art, 2006, p.11.

4. *Alexis Akrithakis*, exhibition catalogue, Neue Nationalgalerie, Berlin 2003, p. 141.



54^{AR}

ALECOS FASSIANOS (BORN 1935)

Woman with oil lamp

signed in Greek (lower left) and dated '1976' (lower right)

oil on canvas

72 x 121 cm.

£18,000 - 25,000

€21,000 - 29,000

Painted in 1976.

Provenance

Private collection, Athens.

Exhibited

Athens, National Gallery and Alexander Soutzos Museum, Fassianos – *Mythologies of Everyday Life* 24/11/2004-28/2/2005, no 100 (illustrated in the exhibition catalogue).

Delphi, European Cultural Centre of Delphi, *Alecoss Fassianos, Anthropocentric Painting*, 1960-1998, 1998, no. 24 (illustrated in the exhibition catalogue)





55^{AR}

PANAGIOTIS TETSIS (1925-2016)

Sifnos

signed in Greek (lower right)

oil on canvas

64 x 157.5 cm.

£10,000 - 15,000

€11,000 - 17,000

Provenance

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



56^{AR}

PANAGIOTIS TETSIS (1925-2016)

Still life

signed in Greek (lower right)

oil on canvas

47 x 85 cm.

£5,000 - 7,000

€5,700 - 8,000

Provenance

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



a)



b)



c)

57^{AR}

YIANNIS SPYROPOULOS (1912-1990)

a) Image 10
signed in Greek (lower right)
mixed media on paper
48 x 34 cm.

b) Image D
signed in Greek (lower right)
mixed media on paper
48 x 34 cm.

c) Image 17
mixed media on paper
48 x 34 cm.
(3)

£7,000 - 10,000
€8,000 - 11,000

a,b) Painted in 1983.
c) Painted in 1984.

b) Provenance

Cecil Donovan collection, Santa Barbara, California, USA.

b) Literature

Eikastika magazine, no. 31-33, *Summer 1984*, p. 19 (discussed), p. 17 (illustrated).

Y. Papaioannou, *The Work of the Painter Yiannis Spyropoulos*, doctoral dissertation, Athens 1994, no. 1169, p. 209 (referred), p. 309 (listed).

Y. Papaioannou, *Yiannis Spyropoulos - Monograph*, Yiannis and Zoe Spyropoulos Foundation, Athens 2010, no. 83, p. 373 (listed), p. 339 (illustrated).



58^{AR}

YIANNIS SPYROPOULOS (1912-1990)

Kranaos B

signed in Greek (lower left)

mixed media on canvas

65 x 81 cm.

£9,000 - 12,000

€10,000 - 14,000

Painted in 1962.

Literature

Y. Papaioannou, *The Work of the Painter Yannis Spyropoulos*,
doctoral dissertation, Athens 1994, no. 691, p. 290 (listed).



59^{AR}

VASSILIS GERMENIS (1896-1966)

View of Mykonos
signed in Greek (lower right)
oil on canvas
76 x 62.5 cm.

£5,000 - 7,000
€5,700 - 8,000

60^{AR}

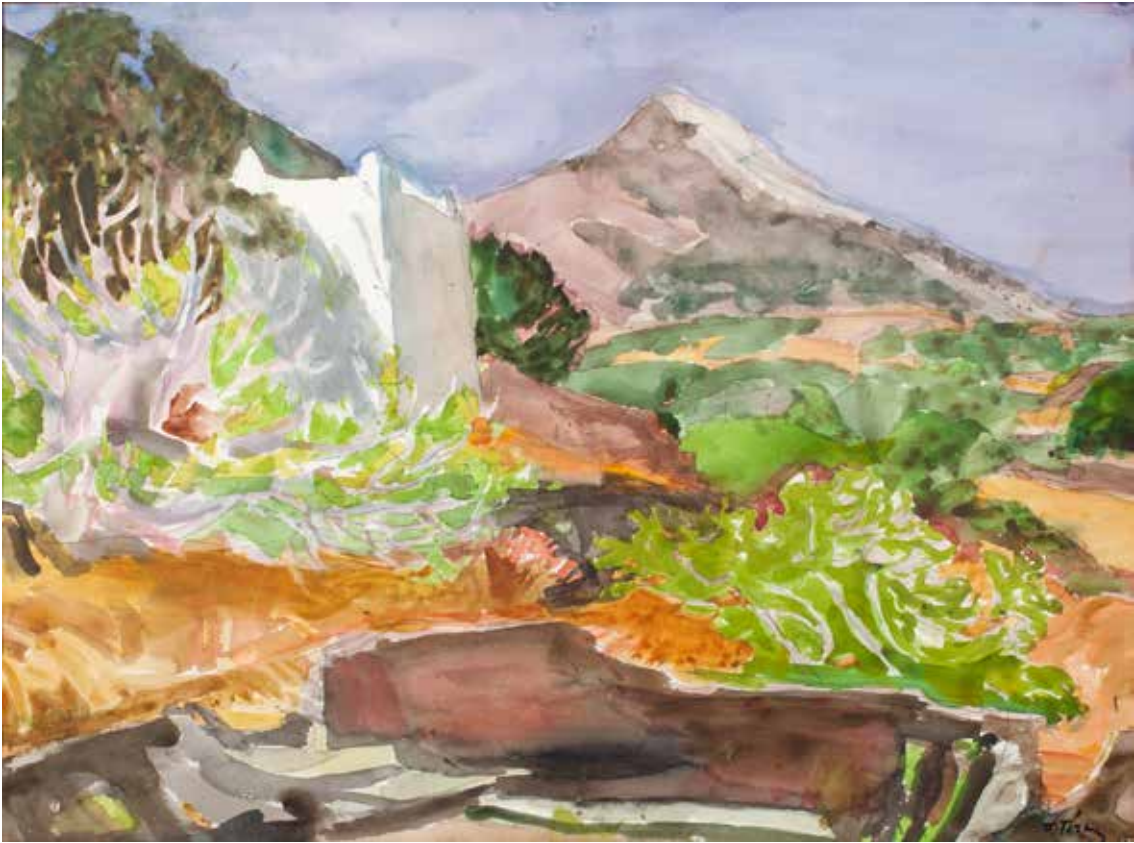
PANAGIOTIS TETSIS (1925-2016)

a) View of Sifnos
signed in Greek (lower right)
watercolour on paper
55 x 74 cm.

b) Church on a cliff
signed in Greek (lower right)
watercolour on paper
50 x 61 cm.
(2)

£8,000 - 12,000
€9,200 - 14,000

a) Painted in 1993.



a)



b)

61^{AR}

ALECOS FASSIANOS (BORN 1935)

Cyclist en fuite/Hermès à bicyclette

signed and titled 'A.Fassianos/Cycliste en fuite' (upper centre)

oil on canvas

97 x 130 cm.

£30,000 - 40,000

€34,000 - 46,000

Exhibited

Paris, Galerie Rachlin-Lemarié/Beaubourg Art Contemporain, *Alecoss Fassianos, La Mythologie au quotidien*, June 30 - September 10, 2000 (illustrated in the exhibition catalogue, pp. 38-39).

Literature

P. Cabanne, D.T. Analis, *Fassianos, Éditions de la Différence*, Paris 2003, no. 252 (illustrated).





62^{AR}

YIANNIS SPYROPOULOS (1912-1990)

The Image A

signed in Greek (lower right); signed, titled and dated "JANNIS SPYROPOULOS"THE IMAGE A' 1972/1973" (on the stretcher)
oil and mixed media on canvas

64,5 x 54 cm.

£6,000 - 8,000

€6,900 - 9,200

Provenance

Christies Greek sale of April 1995, lot 73.
Private collection, Greece.



63^{AR}

ALECOS CONDOPOULOS (1905-1975)

Abstract composition

signed in Greek and dated '965' (lower right)
oil on cardboard

60 x 44.5 cm.

£6,000 - 8,000

€6,900 - 9,200

Provenance

Acquired from Athens Art Gallery - Hilton between 1973-76.



"They gain potency as images by approximating, while at the same time transforming, what we expect from the world. The compelling disparity between the expected and the actually perceived is sensed by the viewer; the tension built up intensifies the visual experience, thus propelling the viewer's attention from contemplation of the sculptural object to a state of mystification."¹

- W. Andersen

64^{AR}

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Signal

signed 'Takis' (on the base)

painted iron

115 x 94 cm.

£15,000 - 20,000

€17,000 - 23,000

Executed in 1968.

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

Provenance

Private Collection, Greece.

Signal, created in 1968, is a great example of Takis' emblematic trait of his artistic oeuvre. This work is resolutely related to the contemporary technological environment and conveys Takis's interest in the expressive potential of discarded and industrial materials, evoking a world of archetypal cosmic symbols and bringing new authority, intelligence and sensibility to modern sculpture. His use of three slender metal rods solidly implanted in a circular base and affixed with found objects and industrial materials defies conventional art media. As noted by Alain Jouffroy, "When standing in front of a Takis's signal something inside us awakens, as if looking at a tree branch that suddenly taps on our window. His signals enchant us but they also create around them a void where imagination roams free."² Although his signals are not representational in the traditional sense, they do relate directly to objects that exist in the real world in a previous context.

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

² See *Takis*, exhibition catalogue, Galerie Nationale du Jeu de Paume, Paris 1993.

65^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Mantoux

signed and dated 'Pavlos1973' (lower right)

jex in plexiglass box

200 x 119.5 x 6.5 cm.

£20,000 - 30,000

€23,000 - 34,000





66

66^{AR}

CHRISTOS BOKOROS (BORN 1956)

Untitled/Flames

signed in Greek (lower right)

oil on panel

36 x 260 cm.

£8,000 - 12,000

€9,200 - 14,000

Painted in 1997.

Exhibition

Thessaloniki, Art Forum Vilka Gallery, *Christos Bokoros*, 1997.

Thessaloniki, Municipal Gallery, *37th Dimitria, 30 Years and...*, *George and Manti Diamantidis Collection*, 2002, no. 87 (discussed and illustrated in the exhibition catalogue).

67^{AR}

THEODOROS MANOLIDIS (BORN 1940)

Spring

signed in Greek (lower right)

oil on canvas

115 x 95 cm.

£7,000 - 10,000

€8,000 - 11,000



67

68^{AR}

ALEXIS AKRITHAKIS (1939-1994)

La chaise du coeur, 1970

signed and dated 'Akritthakis 10. II .70 Berlin' (lower left);
titled 'LA CHAISE DU COEUR' (upper left); signed and inscribed
also on the reverse '3_AI.Akritthakis/10.II.70/BERLIN/D/762'
oil on canvas
105 x 70 cm.

£20,000 - 30,000

€23,000 - 34,000

Provenance

Estate of the artist.

Private collection, Athens.

In late 1968, the 28 year old newlywed Alexis Akritthakis was awarded a German Academic Exchange Service (DAAD) scholarship and settled in Berlin where his wife Fofi would follow him. The next year their daughter, Chloe, was born, shown here sitting in the lap of her mother in a bold representation that ventures beyond the circumstantial and the anecdotal to capture the idea of motherhood as an eternal source of life.

As noted by art critic D. Zacharopoulos, "Akritthakis's relationship with his wife and his adoration of his daughter were to be the most important thing that ever happened to him, his only existentialist certainty and social assurance. This relationship blended wisdom and beauty, the *kalon k'agathon*. Fofi and Chloe created the basis and nucleus of a new life, a new community, a new sensitivity, understanding, madness, ingenuousness, joy, hope play and emancipation. Through this exceptional relationship, Akritthakis's connections with artists and intellectuals in Berlin allowed a wider space for freedom, thought and experimentation."¹

The year 1970 launched one of Akritthakis's most creative periods. Following his first successful shows in Germany and with his work having been well received by the country's art world, he decided to remain in the city even after the expiration of his DAAD scholarship, to pursue a highly promising career in painting. The same year he started collaborating with Alexander Iolas, the highly influential art dealer and gallery owner, who was quick to detect Akritthakis's talent and undertook to launch his career in the international firmament. "Akritthakis is the most original and inventive artist I ever met in Greece," Iolas used to say.² 1970 also marked another milestone in the artist's career -the production of his first oils,³ a fine example of which is *La chaise du Coeur*. Peter-Klaus Schuster, general Director of the State Museums in Berlin, holds that "in Berlin Akritthakis experienced, perhaps, his strongest artistic phase in the 15 years that he mostly spent here, influencing the intellectual climate, especially within the visual arts."⁴

1. D. Zacharopoulos, "An Unexpected Glimmer over the Abyss or the Artistic Oeuvre of Alexis Akritthakis", in Alexis Akritthakis, exhibition catalogue, Neue Nationalgalerie, Berlin 2003, p. 142.

2. *Alexandros Iolas* [in Greek], Nea Synora - Livanis editions, Athens 1994).

3. D. Zacharopoulos, *Alexis Akritthakis* [in Greek], K. Adam publ., Athens 2005, p. 187.

4. *Alexis Akritthakis*, exhibition catalogue, Neue Nationalgalerie, Berlin 2003, p. 140.





69^{AR}

NIKOS KESSANLIS (1930-2004)

Figures

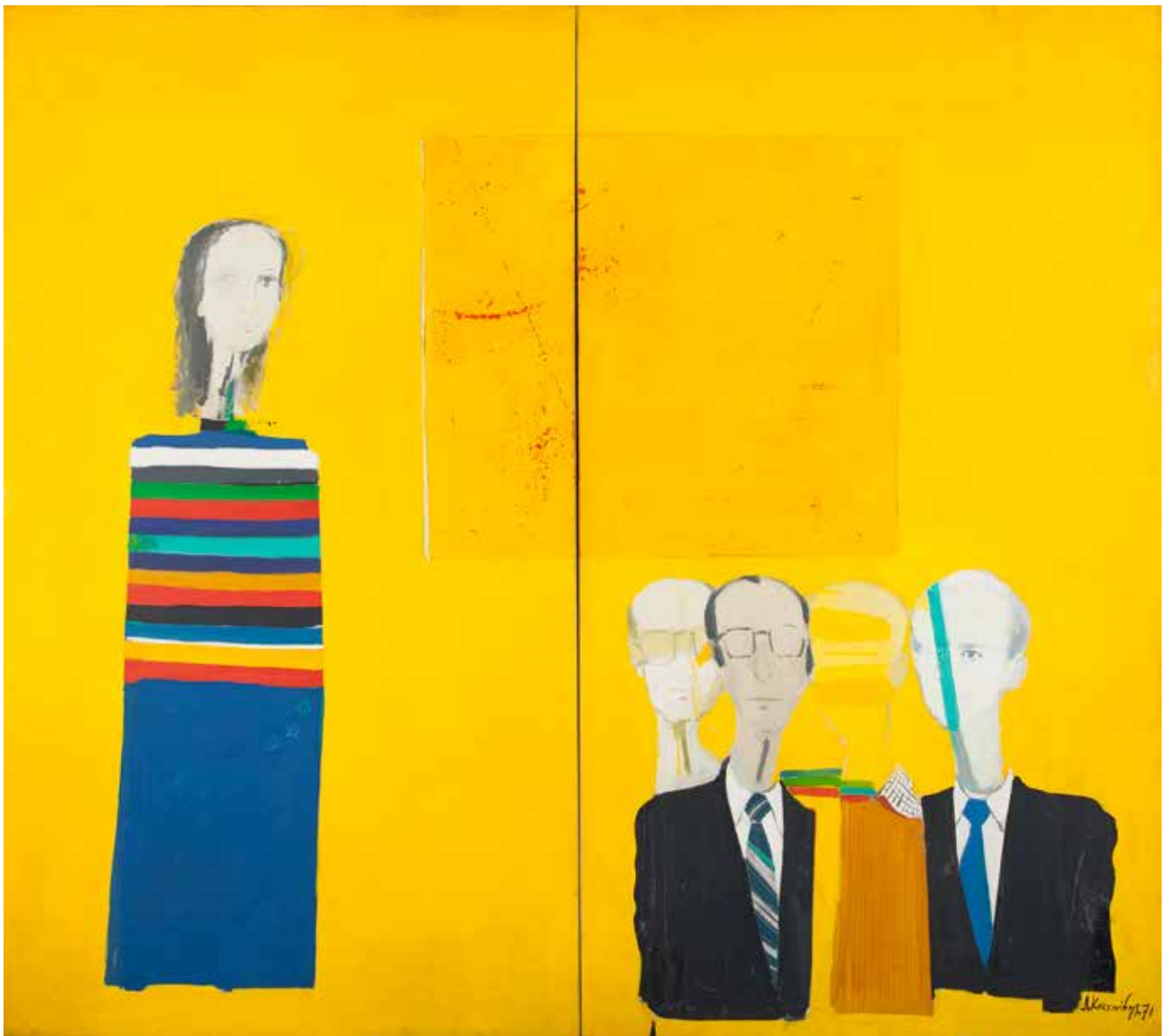
signed 'NIKOS' (lower center) and signed 'K.NIKOS' (on the reverse)

processed photographic paper imaging on canvas

81 x 130 cm.

£10,000 - 15,000

€11,000 - 17,000



70^{AR}

DIMOSTHENIS KOKKINIDIS (BORN 1929)

Four politicians, 1971
 signed in Greek and dated '71' (lower right)
 acrylic on canvas
 180 x 200 cm.

£8,000 - 12,000
 €9,200 - 14,000

Exhibited

Athens, Zoumboulakis Galleries, *D. Kokkinidis, Judges*,
 December 1974.

A painter committed to art's social value, Kokkinidis produces powerful works that imaginatively combine figurative and abstract imagery set in deliberately ambiguous spaces. Here, all compositional elements are suggestive and fragmentary, charged with symbolic meaning and conveying the atmosphere of tension engendered by the colonels' regime (1967-1974). Painted in 1971, this striking canvas introduces a female figure with no arms and an almost wiped off face set against a harsh yellow that accentuates her portrayal as a victim. The stripes on her blouse allude to confinement but their multi-coloured representation, which strikingly contrasts with the sombre monochromatic costumes of the ghastly politicians on the right, sends out a message of hope for freedom¹, close in spirit to Caniaris's red carnations of the same period.

1. See A. Ioannidis, "The Painting of D. Kokkinidis" in *D. Kokkinidis*, Adam editions., Athens 2002, p.27; *The Years of Defiance: The Art of the '70s in Greece*, exhibition catalogue, National Museum of Contemporary Art, Thessaloniki 2005, p. 33.



71AR

ALEXIS AKRITHAKIS (1939-1994)

Untitled, 1990

signed and dated 'Akrihakis 90' (lower right)

acrylic on panel

122 x 122 cm.

£15,000 - 20,000

€17,000 - 23,000

Exhibited

Athens, Miraraki Gallery - Gallerie 3, *Akrihakis, Enlargement*, March 1991 (illustrated in the exhibition catalogue).



72^{AR}

ALECOS FASSIANOS (BORN 1935)

La bagarre dans la taverne

signed and titled "'La bagarre dans la taverne' A. Fassianos" (upper right)

charcoal on paper

150 x 108 cm.

£10,000 - 15,000

€11,000 - 17,000



73

73^{AR}

NIKOS HADJIKYRIAKOS-GHIKA (1906-1994)

Nude 5

signed and dated 'Ghika 73' (lower left);

inscribed 'Ghika Nude 5/1973' (on the reverse)

mixed media on paper

44.5 x 76 cm.

£7,000 - 9,000

€8,000 - 10,000

Exhibited

Athens, Zoumboulakis Galleries, *Ghika*, Athens 19/3-19/4/1985, no 3.

74^{AR}

YIANNIS PSYCHOPEDIS (BORN 1945)

Nude at the door

signed and dated 'J.PSYCHOPEDIS 1982' (lower right)

crayons on paper

110 x 90 cm.

£8,000 - 12,000

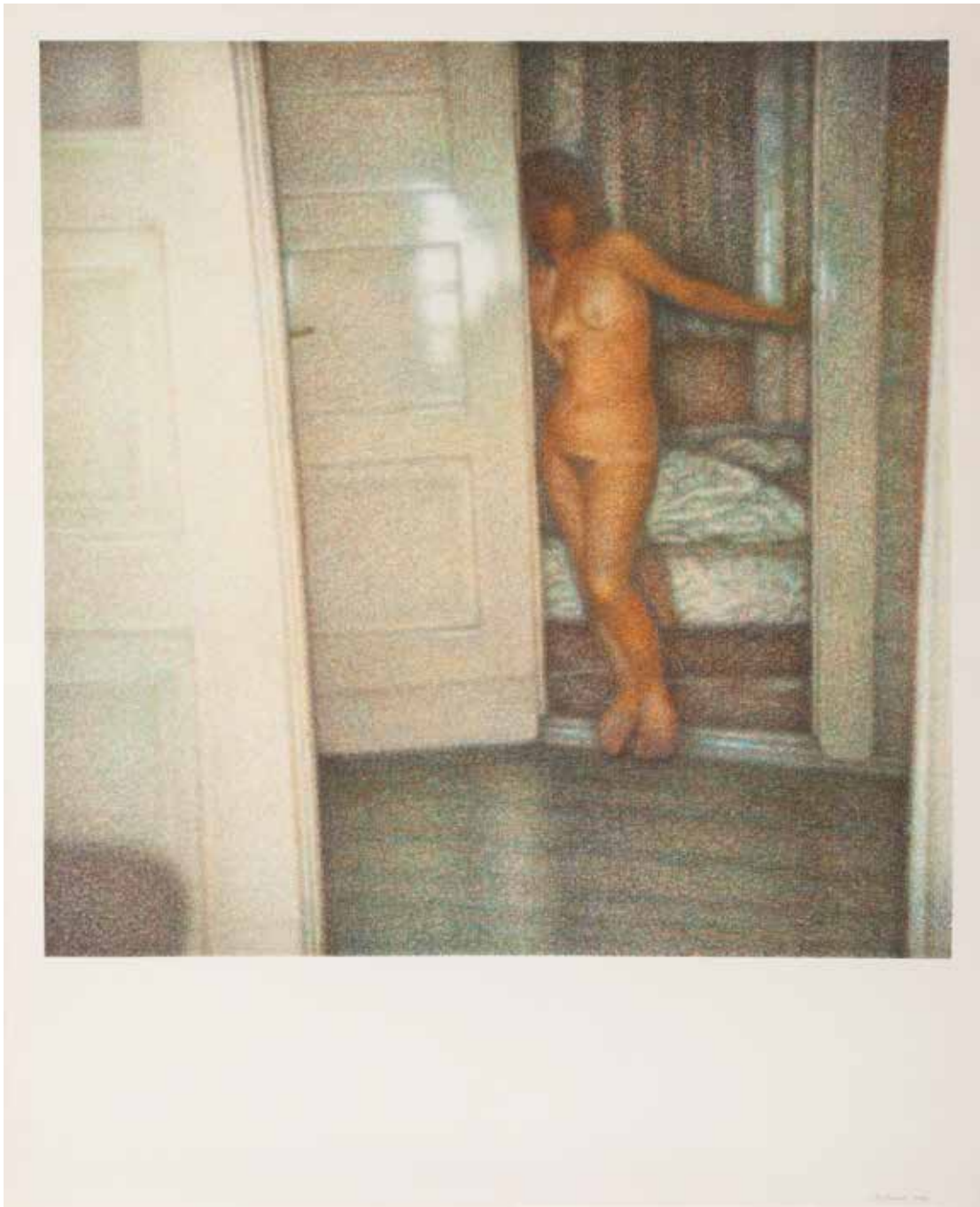
€9,200 - 14,000

Provenance

Zoumboulakis Galleries, Athens

Frysiras Museum collection, Athens

Private collection, Athens.



74

Exhibited

Munich, Staatliche Antikensammlungen und Glyptothek, *J. Psychopedis* retrospective exhibition, 1984.
Athens, Zoumboulakis Galleries, *Jannis Psychopedis 1982-84*, February 1985 (illustrated in the exhibition catalogue).
Andros, Petros and Marika Kydoniefs Foundation, *Ploes IV, Jannis Psychopedis, Intersections*, July-September 1998 (illustrated, p. 83).
Athens, Fryssiras Museum, *Painting I, European Painting Affinities 1960-1980*, January 19 - May 12, 2013 (illustrated in the exhibition catalogue, p. 209).

Literature

Contemporary Painting, Chryssi Penna editions, Athens 1990, p. 100 (illustrated).
The Vlassis Frissiras Collection of Contemporary Greek Paintings, Chryssi Penna editions, Athens 1993, no. 45, p. 142 (illustrated).
Y. Psychopedis, Eros Kalos, a Painting Anthology, Kedros editions, Athens 1995, p. 81 (illustrated).

75^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

La vache qui rit

papier massicoté, plexiglass

111 x 153 x 5 cm.

£30,000 - 40,000

€34,000 - 46,000

Executed in 1966.

Provenance

Galerie Lavignes-Bastille, Paris.

Private collection, Athens.

Exhibited

Berlin, Redmann Gallery, *Pavlos*, December 3, 1986 - January 17, 1987
(illustrated in the exhibition catalogue, p. 8).

Ville de Cannes, La Malmaison, *Pavlos Papier en Fête*, 1962-2003, July
18 - October 17, 2004 (illustrated in the exhibition catalogue, p. 37).





76^{AR}

COSTAS TSOCLIS (BORN 1930)

Seascape

signed and dated 'C.Tsoclis 84' (lower right)

oil and metal on canvas

100.5 x 126.5 cm.

£6,000 - 8,000

€6,900 - 9,200



77AR

GEORGE RORRIS (BORN 1963)

Vine

signed in Greek and dated '98' (lower right)

oil on canvas

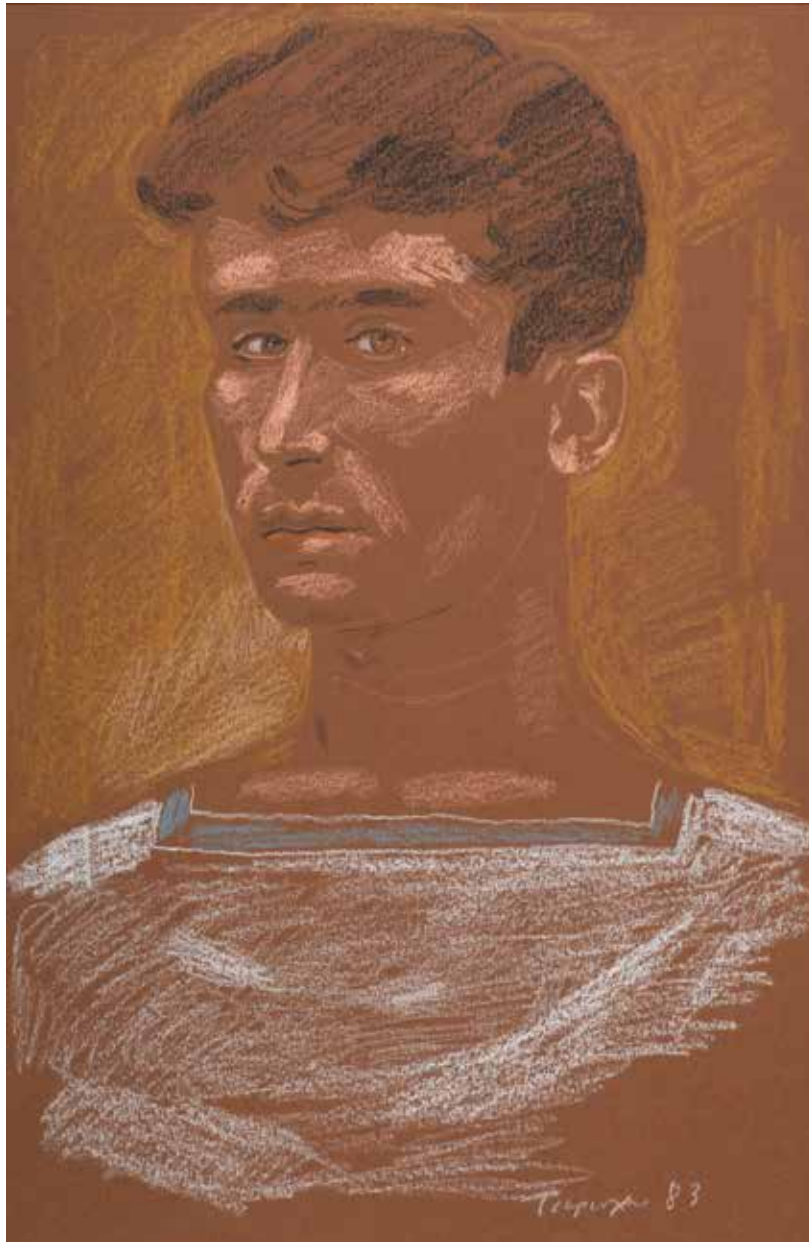
120 X 150 cm.

£8,000 - 12,000

€9,200 - 14,000

Exhibited

Thessaloniki, Municipal Gallery, 37th Dimitria, 30 Years and..., *George and Manti Diamantidis Collection*, 2002, no. 110 (illustrated in the exhibition catalogue).



78^{AR}

YIANNIS TSAROUCCHIS (1910-1989)

Sailor

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

pastel

49 X 31 cm.

£5,000 - 7,000

€5,700 - 8,000

Painted in 1983.

Provenance

Private collection, Athens.

Literature

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

Livanis editions, Athens 1989, no. 1289, p. 293 (listed).

Yannis Tsarouchis Painting, Yiannis Tsarouchis Foundation, Athens

1990, no 541 (illustrated).



79^{AR}

YIANNIS TSAROUCIS (1910-1989)

April

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

oil on card

44 X 27 cm.

£5,000 - 7,000

€5,700 - 8,000



80

80^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Jacket

signed and dated 'Pavlos 1970' (lower right)

jex in plexiglass

91 x 61 cm.

£9,000 - 12,000

€10,000 - 14,000

81^{AR}

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Fleur

signed 'Takis' and bears the inscription '5' (on the base)

steel, bronze

178 cm. high

£18,000 - 25,000

€21,000 - 29,000

Executed in 1976-78.

Provenance

S.Michalarias Art.

Private collection, Athens.

This work is accompanied by a certificate of authenticity issued by S. Michalarias Art dated 9 September 2001.



81



82AR

ALECOS FASSIANOS (BORN 1935)

Still life

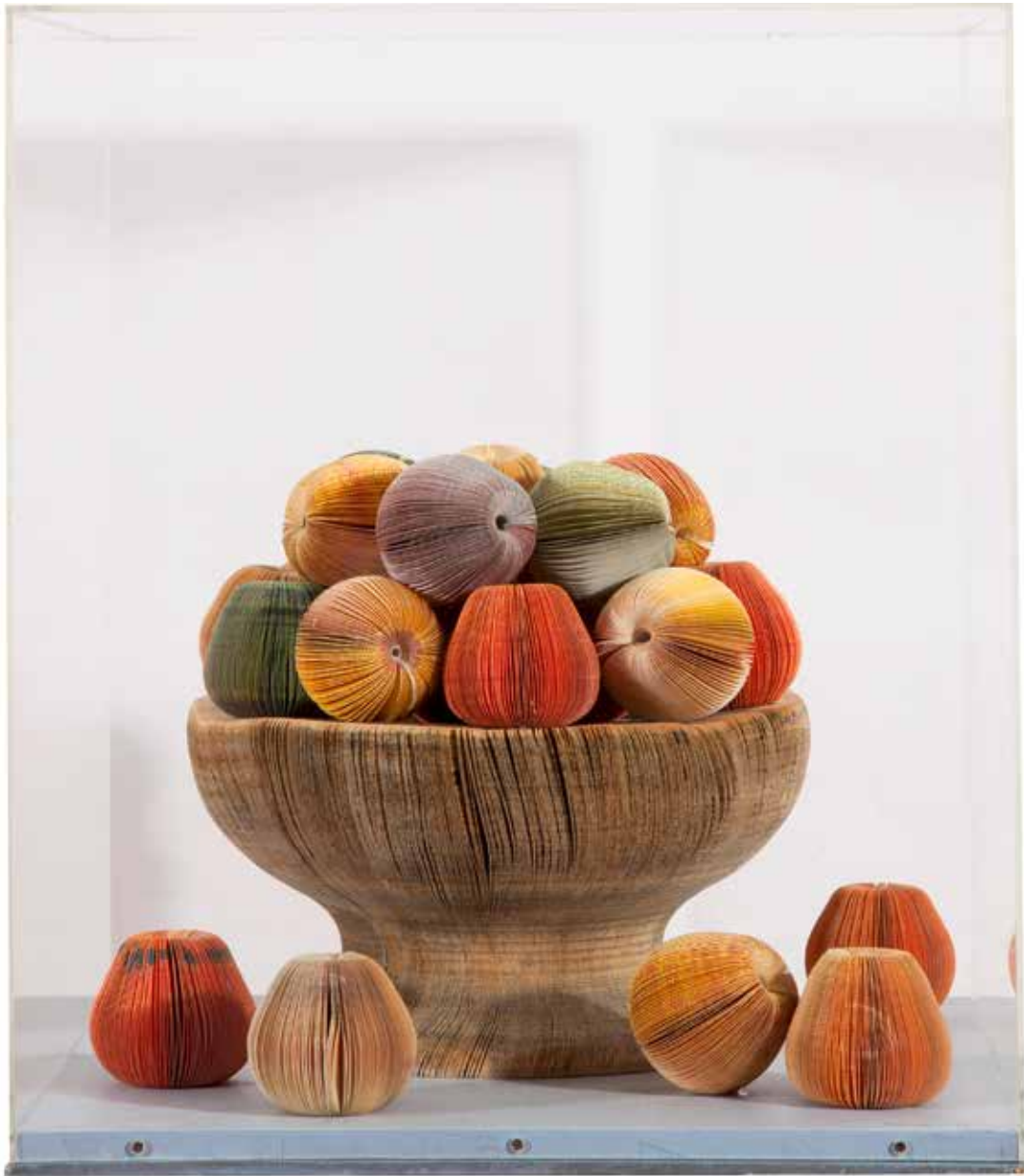
signed in Greek (upper left)

oil on canvas

64 x 53.5 cm.

£7,000 - 9,000

€8,000 - 10,000



83^{AR}

PAVLOS (DIONYSOPOULOS) (BORN 1930)

Bowl with fruit

signed and dated 'Pavlos 83' (on the base)

paper construction in plexiglass box

47.5 x 41 x 41 cm.

£6,000 - 8,000

€6,900 - 9,200

84^{AR}

ALECOS FASSIANOS (BORN 1935)

Deux Amis

signed in Greek and titled 'deux amis' (upper centre)

oil paper laid on canvas

100 x 129 cm.

£28,000 - 35,000

€32,000 - 40,000

Provenance

Private collection, Athens.





85

85^{AR}

JASON MOLFESSIS (1925-2009)

Untitled - Diptych
polyester and metallic powders
49 x 75 cm. (each)
(2)

£4,000 - 6,000
€4,600 - 6,900

Provenance

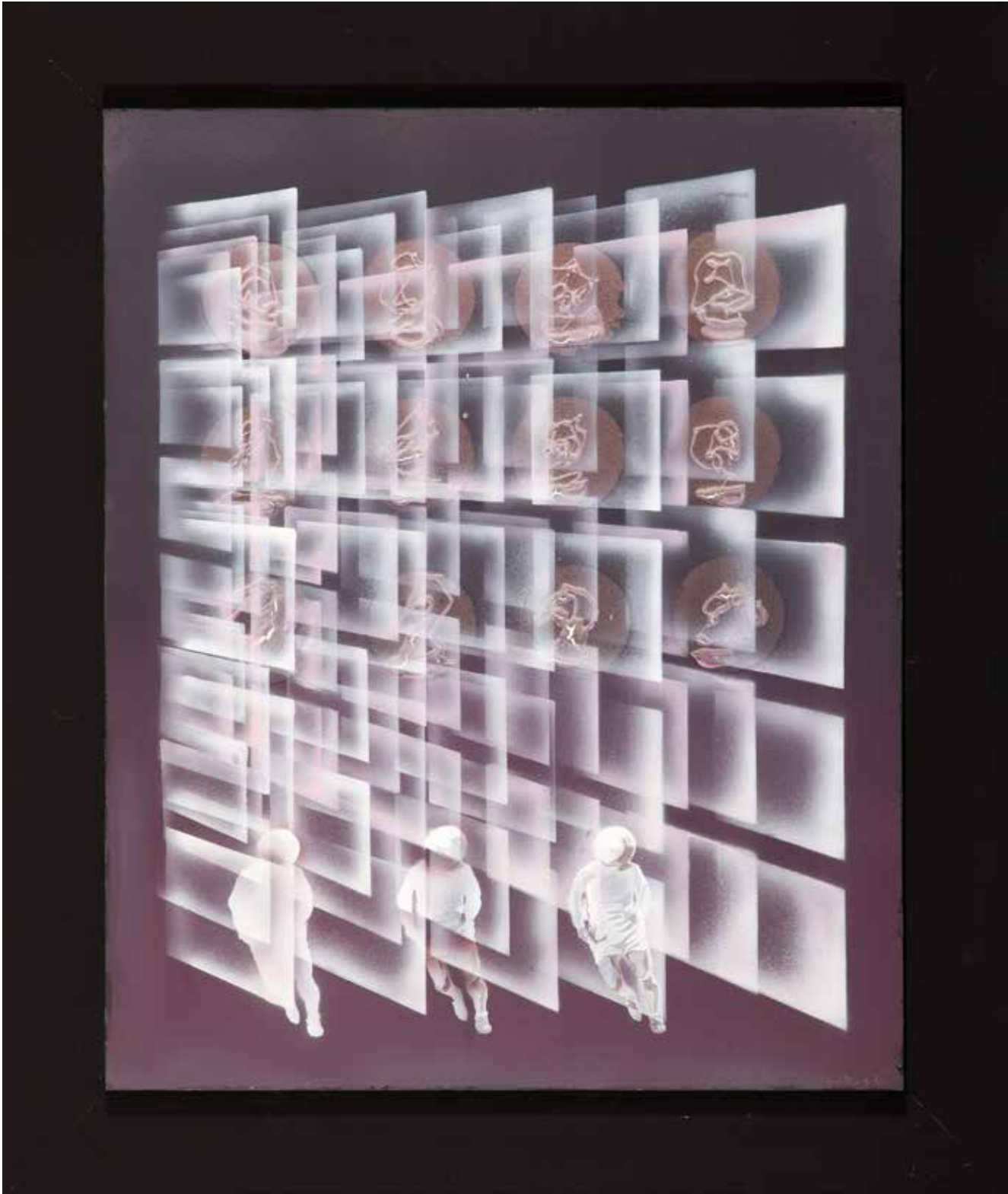
Acquired directly from the artist by the previous owner.
Bonhams Greek sale of 26/11/13 (lot 60).
Acquired from the above by the present owner.

86^{AR}

DIMITRIS PERDIKIDIS (1922-1989)

Untitled
signed and dated 'Perdikidis 72' (lower right)
mixed media on panel
69.5 X 56.5 cm.

£6,000 - 8,000
€6,900 - 9,200





87* AR

STEPHEN ANTONAKOS (1926-2013)

Pink painting with neon, 1982
stencil signed and inscribed with date (on the reverse)
neon, acrylic on canvas and wood
109.5 x 92.5 x 8.5 cm.

£8,000 - 12,000

€9,200 - 14,000

Provenance

Gifted by the artist to the Nassau County Museum of Art in 1983.
Acquired from the above in 2003 by the present owner.

"On a night walk through midtown Manhattan in 1960, Antonakos looked up at the neon signs that momentarily, though some hitch in perception, did not speak their message. Instead, he saw in its chromatic gloary, the medium, the glowing residue after its divorce from verbal meaning."¹

- Brian O'Doherty

An internationally acclaimed, Greek-born, New York City-raised artist, who represented Greece at the 1997 Venice Biennale, Antonakos was among the first to use fluorescent neon tubes to illuminate his powerful abstractions with halos of light in the 1960s. According to leading art historian Irving Sandler, Antonakos' Greek heritage no doubt played a part in his adoption of light as his primary artistic medium.² Born in a small village in Laconia, the artist has intense early childhood recollections of the light of the Greek sky. He and his family "were up and about to see the day begin. From below the rim of dark mountains the glow would start, light blue, then pink, then yellow, and then orange red."³

In 1980 Antonakos moved from his earlier assemblages, 'sewleges' and small-scale or public neon sculptures to painting, producing a series of wall pieces with light-emitting neon tubes attached to the canvas. He started by brushing colours in a spontaneous painterly or gestural manner that offset the industrial impersonality of neon. *Pink painting with neon* is a strong example of a group of works from the early 1980s in which Antonakos introduced three new materials into his work with neon: painted canvas, large white wood panels, and three-dimensional geometric forms with the neon colour glowing from behind their edges. All three innovations were represented in the important exhibition at the Nassau County Museum of Art in 1982-83.

Pink painting with neon shows the artist's mastery in combining neon with fine art in a revolutionary approach, creating lyrical juxtapositions between radiating electric light and light generated by solid colour which actively



88^{AR}

COSTAS TSOCLIS (BORN 1930)

Space with newspapers
signed and dated 'C.Tsoclis 91-7.4' (lower right)
acrylic and mixed media on panel framed in plexiglass
191.5 x 147.5 cm.

£10,000 - 15,000

€11,000 - 17,000

engages the viewer. Antonakos is thus using the language of neon to achieve his own artistic goals of expression and poetry. According to the art historian Hamalidi "Neon tubes were placed behind or through colored canvases so that they created luminous 'brushstrokes', which added a new aura to the painting and turned it into a field of natural energy."⁴

¹ B. O' Doherty, "Neon and its Poetics" in *Stephen Antonakos: A Retrospective*, exhibition catalogue, Benaki Museum, Athens 2008, p.45.

² I. Sandler, *Antonakos*, Hudson Hills Press, New York 1999, p. 10.

³ S. Antonakos, 'Memory Notes', typescript, 14.1.1993, p. 1 reprinted in Sandler, *Antonakos*, p. 11.

⁴ E. Hamalidi, *Contemporary Greek Artists*, Melissa publ., Athens, 2004, p.17



89

89^{AR}

DIMITRIS MYTARAS (BORN 1934)

The troupe
signed in Greek (lower centre)
acrylic on panel
70 x 50 cm.

£5,000 - 7,000
€5,700 - 8,000

Painted in 1986.

Exhibited

Athens, Ekfrasi Gallery, *Dimitris Mytaras*, 1987.

90^{AR}

ALECOS FASSIANOS (BORN 1935)

Young man
signed in Greek (upper left)
oil on canvas
70 x 50 cm.

£5,000 - 7,000
€5,700 - 8,000

Provenance

Private collection, France.
Bonhams Greek sale of 9/04/14 (lot 96).
Acquired from the above by the present owner.



90

91^{AR}

MANOS SOFIANOS (1922-1986)

Seagulls
signed in Greek (lower left)
acrylic on hardboard
60.5 x 109 cm.

£5,000 - 7,000
€5,700 - 8,000

92^{AR}

DIMITRIS MYTARAS (BORN 1934)

Figure
signed in Greek (lower right)
oil on canvas
50 X 60 cm.

£4,000 - 6,000
€4,600 - 6,900

Provenance

Acquired from the artist's studio in 1979 by the present owner.



91



92



93^{AR}

GEORGIOS DERPAPAS (1937-2014)

The Charioteer
signed in Greek and dated '86' (lower left)
acrylic on panel
94 x 81.5 cm.

£6,000 - 8,000

€6,900 - 9,200

Provenance

Acquired directly from the artist by the present owner in 1986.



94^{AR}

GEORGIOS DERPAPAS (1937-2014)

Horses

signed in Greek and dated '86' (lower left)

acrylic on panel

110 x 137 cm.

£7,000 - 10,000

€8,000 - 11,000

Provenance

Acquired directly from the artist in 1986-87 by the current owner.

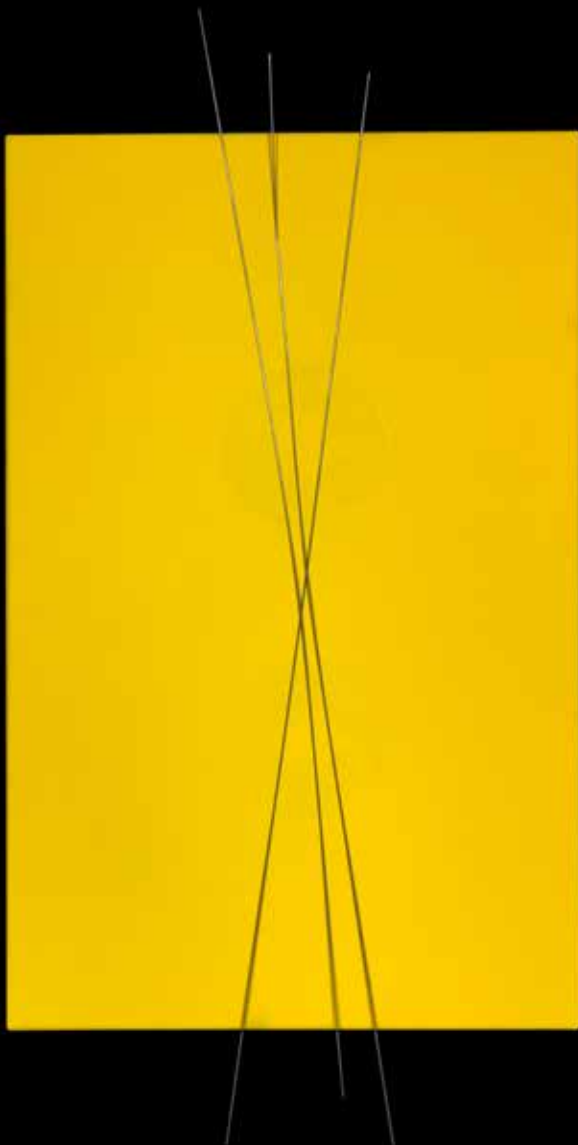


ART TO SAVE LIVES

Médecins Sans Frontières (MSF) is an international, independent, medical humanitarian organization that delivers emergency aid to people affected by armed conflict, epidemics, natural disasters and exclusion from healthcare. MSF offers assistance to people based on need, irrespective of race, religion, gender or political affiliation.

In response to the acute refugee crisis taking place in Greece, over 500 MSF staff are currently providing medical care, shelter, water and sanitation and distributing relief items to refugees as well as operating rescue missions at sea. MSF has provided medical and humanitarian aid to more than 100.000 refugees.

Renowned Greek artist Takis has donated to MSF Greece his series *Magnetic Walls – The 4th Dimension* in order to support MSF's humanitarian cause. Overwhelmed by the situation in Greece, the artist has requested that two of the artworks be sold to support MSF's refugee projects.



95^{AR}

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

Yellow Magnetic Wall
metal, magnets and oil on canvas
55 x 35 cm.

£8,000 - 10,000
€9,200 - 11,000

Provenance

Collection Médecins Sans Frontières, Greece.

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



96^{AR}

TAKIS (PANAYIOTIS VASSILAKIS) (BORN 1925)

White Magnetic Wall
metal, magnets and oil on canvas
55 x 35 cm.

£8,000 - 10,000
€9,200 - 11,000

Provenance

Collection Médecins Sans Frontières, Greece.

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

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INDEX

A

Akrithakis, Alexis 53, 68, 71
Altamura, Jean 11, 20
Antonakos, Stephen 87
Asteriadis, Agenor 33

B

Bokoros, Christos 66
Bouzianis, Georgios 10

C

Chryssa (Vardea) 46
Condopoulos, Alecos 63

D

Derpapas, Georgios 93, 94
Diamantopoulos, Diamantis 29

E

Economou, Michalis 16, 32
Engonopoulos, Nikos 1, 17, 50

F

Fassianos, Alecos 34, 54, 61, 72, 82, 84, 90

G

Gaitis, Yannis 44
Geralis, Apostolos 24
Germenis, Vassilis 59
Gounaropoulos, Giorgios (Gounaro) 31
Gysis, Nicholas 6

H

Hadjikyriakos-Ghika, Nikos 14, 42, 73
Hadjimichael, Theofilos 5, 23, 41, 48
Hatzis, Vassilios 19

K

Kantzakis, Stavros 7
Kessanlis, Nikos 43, 69
Kokkinidis, Dimosthenis 70
Kontoglou, Fotis 12, 13

M

Manolidis, Theodoros 67
Molfessis, Jason 85
Moralis, Yiannis 2, 3, 27, 28
Mytaras, Dimitris 89, 92

P

Parthenis, Constantinos 30
Pavlos (Dionysopoulos) 65, 75, 80, 83
Perdikidis, Dimitris 86
Prassinos, Marios 9
Prokopiou, Georgios 8
Prossalentis, Emiliios 18
Psychopedis, Yiannis 74

R

Rengos, Polykleitos 21
Rorris, George 77

S

Samaras, Lucas 45
Sklavos, Yerassimos 15, 49
Sofianos, Manos 91
Spyropoulos, Yiannis 25, 57, 58, 62

T

Takis (Panayiotis Vassilakis) 64, 81, 95, 96
Tetsis, Panagiotis 55, 56, 60
Tsarouchis, Yiannis 4, 22, 26, 39, 40, 47, 78, 79
Tsingos, Thanos 35, 36
Tsoclis, Costas 76, 88

V

Vassiliou, Spyros 37, 38, 51, 52

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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* on each lot purchased:

25% up to £100,000 of the *Hammer Price*
20% from £100,001 to £2,000,000 of the *Hammer Price*
12% from £2,000,001 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 licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licencing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

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

9 THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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	7.3.1	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>):	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	7.4	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	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	to retain possession of the <i>Lot</i> ;	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	8.1	to remove, and/or store the <i>Lot</i> at your expense;	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	8.1.1	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;	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	8.1.2	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;	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	8.1.3	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;	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	8.1.4	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;	10 OUR LIABILITY	10.1
7.1.8	8.2	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;	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	8.2.1	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;	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	8.2.2	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;	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	9 FORGERIES	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> .	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	9.1	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.	10.2.3	damage to tension stringed musical instruments; or
	9.2	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	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	Paragraph 9 applies only if:	10.2.1	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	10.2.2	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> .	10.2.3	damage to tension stringed musical instruments; or

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (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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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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Paddle number (for office use only)

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

Data protection – use of your information

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

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

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

If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Sale title: The Greek Sale	Sale date: Wednesday 16 November 2016
Sale no. 23458	Sale venue: New Bond Street, London

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

General Bid Increments:

£10 - 200by 10s	£10,000 - 20,000by 1,000s
£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s
£500 - 1,000by 50s	£50,000 - 100,000by 5,000s
£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s
£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion
£5,000 - 10,000by 500s	

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□	Please tick if you have registered with us before <input type="checkbox"/>

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY

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

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature: _____ Date: _____

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

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

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

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

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



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