

MODERN AND CONTEMPORARY SOUTH ASIAN ART

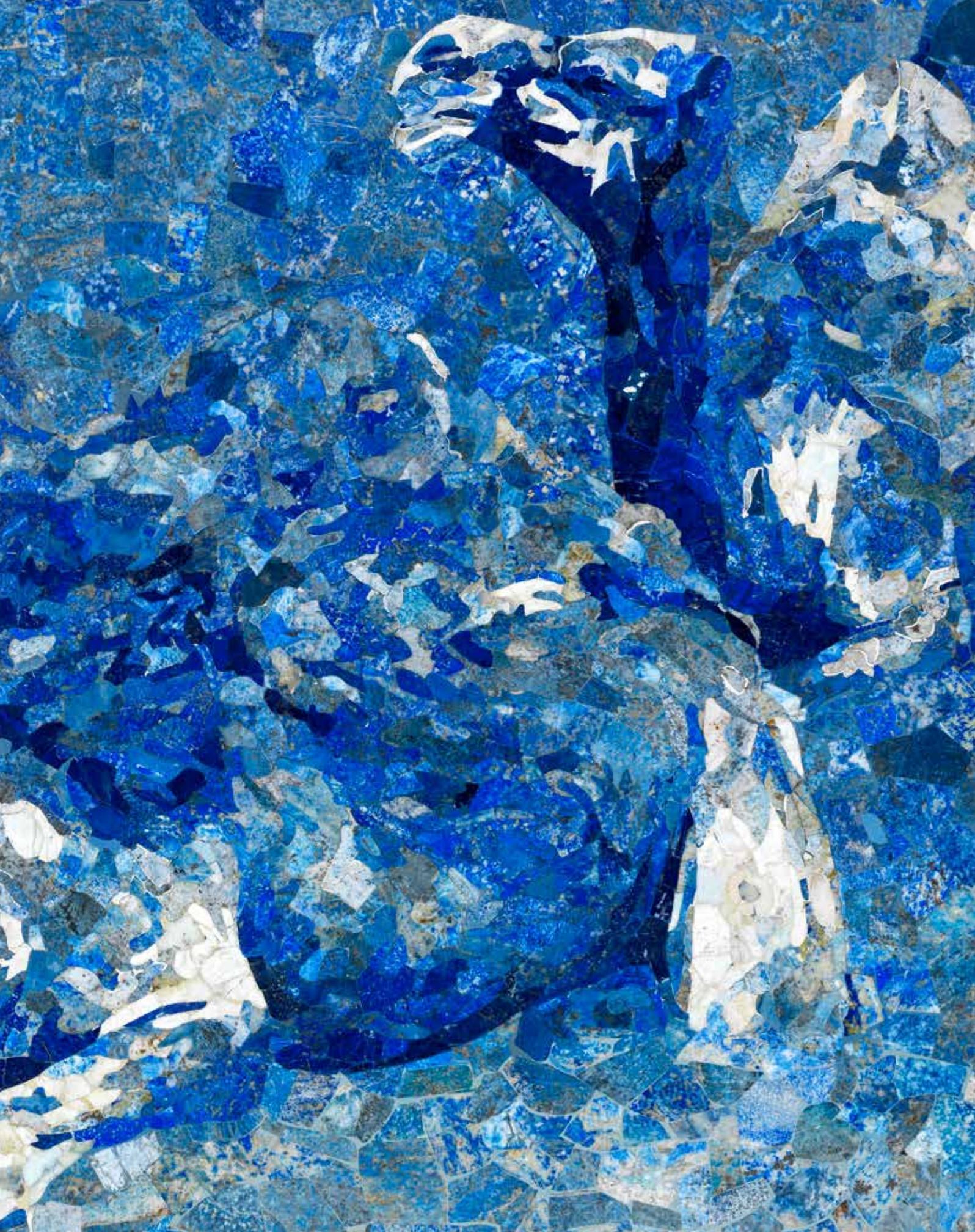
Tuesday 22 November 2016



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MODERN AND CONTEMPORARY SOUTH ASIAN ART

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Front cover: lot 18
Back cover: lot 7
Inside front cover: lot 37
Opposite: lot 25

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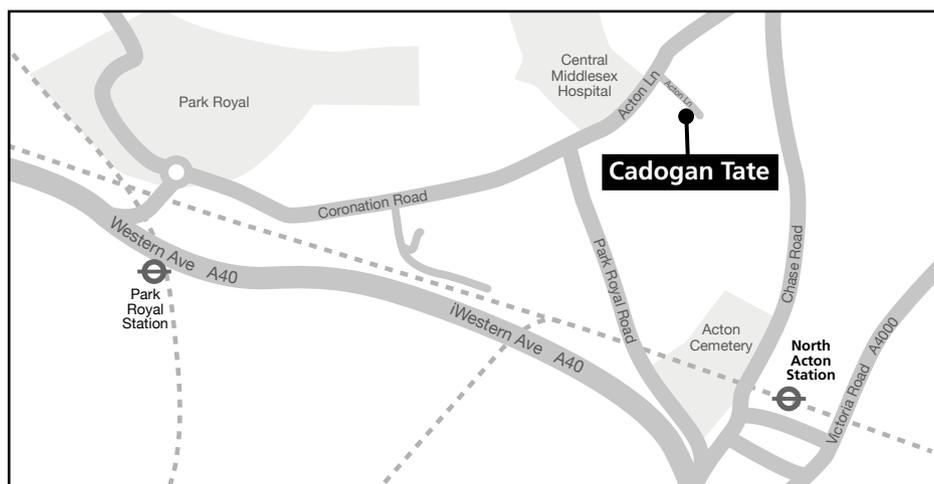
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‘Everything comes to us that belongs to us if we create the capacity to receive it’

Rabindranath Tagore



[Fig 1] Rabindranath Tagore with friends including Sir Manmatha Nath Ray Chowdhury in back row, 1921



[Fig 2] Maharaja Kumar Robin Ray Chowdhury with Rabindranath Tagore, Date unknown

WORKS FROM AN IMPORTANT COLLECTION

Lots 1 - 3

1

RABINDRANATH TAGORE (INDIA, 1861-1941)

Untitled (The Jester)

Signed in English lower left

Watercolour and ink on paper

25.4 x 17.9cm (10 x 7 1/16in).

£30,000 - 50,000

US\$36,000 - 61,000

Provenance

Private Collection

Acquired by Maharaja Kumar Robin Ray Chowdhury from Santiniketan in 1960

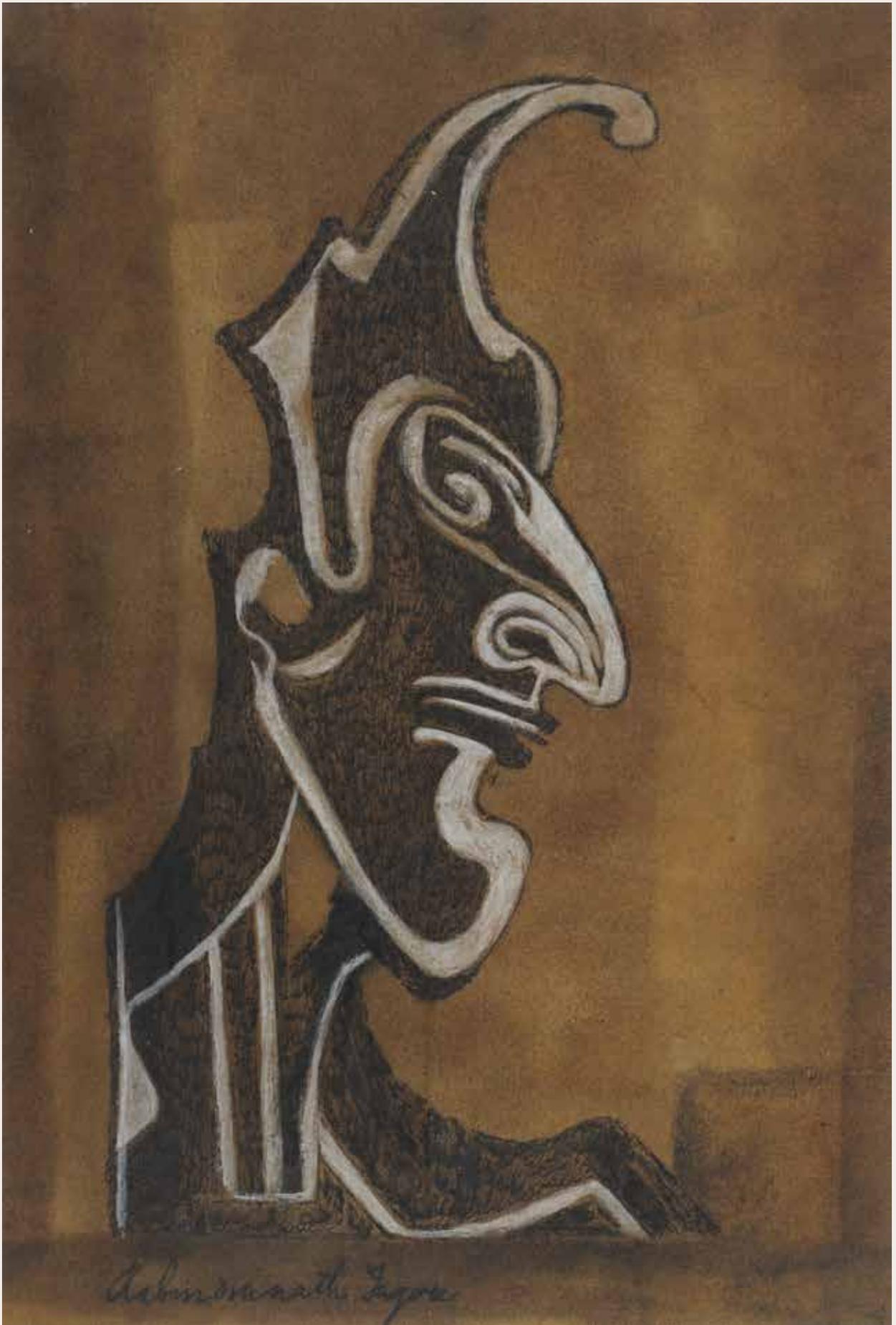
Thence by descent

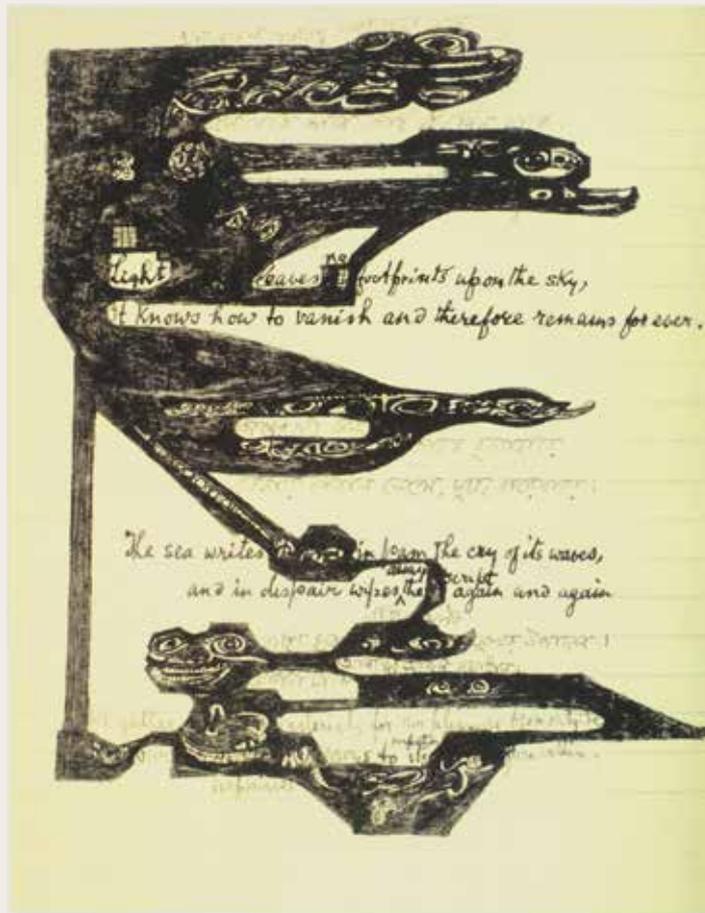
This work comes from the descendants of the Maharaja of Santosh, a former princely state in what is now Bangladesh. The family's connection with Tagore began with the owner's great uncle Sri Promothonath Ray Chowdhury, an eminent Bengali writer, whose works are still featured on the academic curriculum today. It was through this that the current owners grandfather, the once Maharaja of Santosh, Sir Manmatha Nath Ray Chowdhury [Fig 1] came to know Tagore. Knighted in 1930 and bestowed the title of Maharaja in 1936, *The Times* reported his death in 1939, labelling him as the 'public spirited Zimidar of Bengal'. He became the first elected president of the Bengal Legislative Council. Keen to encourage athleticism amongst the youth during his lifetime, the Santosh Football Trophy was founded in his honour in 1941.

His son, Maharaja Kumar Robin Ray Chowdhury, who went by the name Robin Roy, was affectionately nicknamed 'Robi' by Tagore.

[Fig 2]

Rabindranath Tagore, the first non-European to win the Nobel Prize in Literature in 1913, was a renowned poet, philosopher and artist. Hailing from a prominent family, Tagore rejected conventional education and was instead tutored and trained by various servants, family members and friends. In 1878 he was sent to Brighton, where his sister in law lived, and the following year embarked on an English Literature degree at University College London. Although he did not complete his degree, this time in England appeared to resonate with Tagore who returned to India a changed man. Upon his return Tagore adopted the iconic appearance he is now known for, wearing long hair and flowing robes.





[Fig 3] Reproduced from S. Som, *Tagore's Paintings: Versification in Line*, Niyogi Books, New Delhi 2011, p. 28

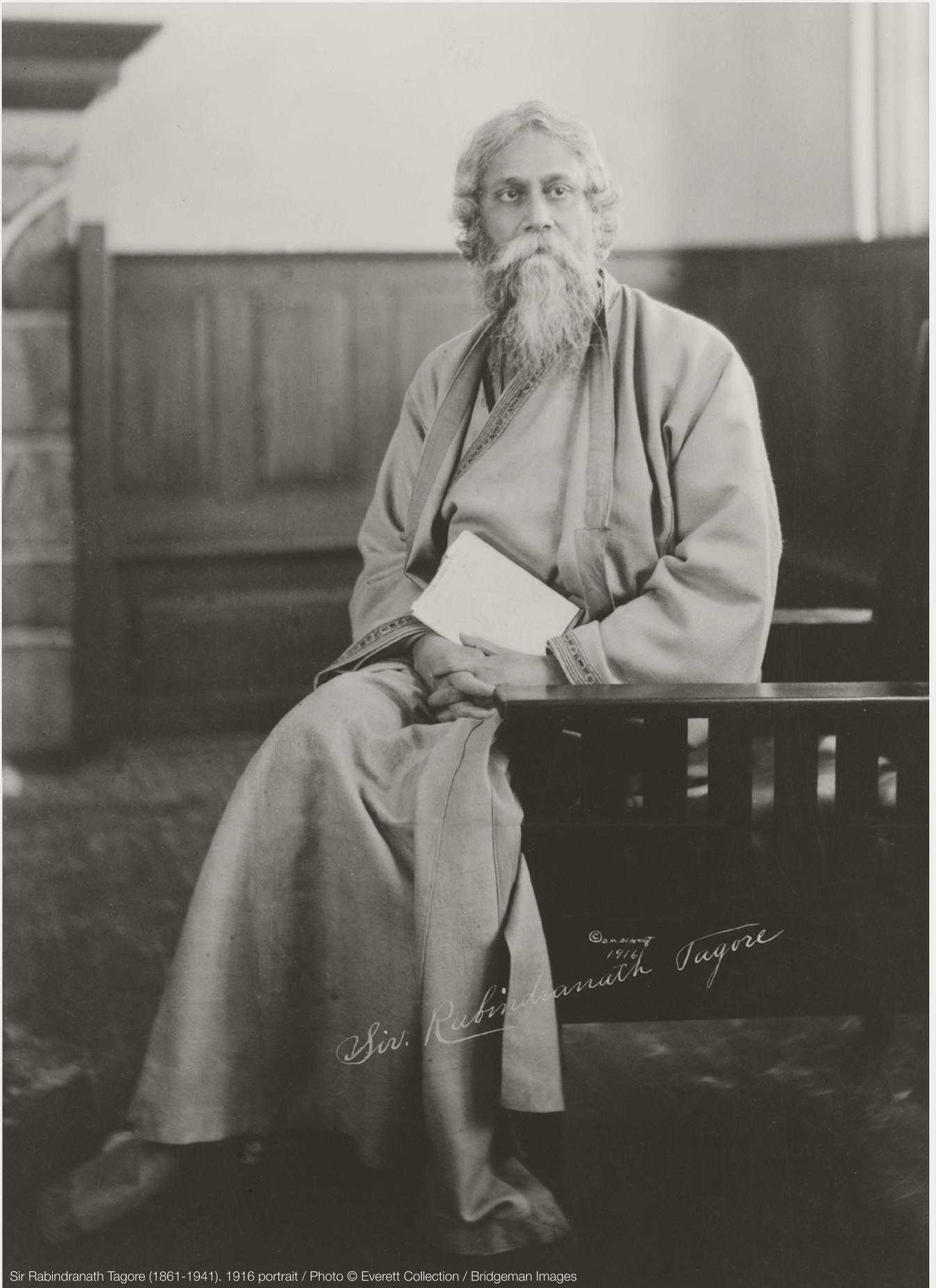
In retaliation to the conventional educational establishments in Bengal, Rabindranath Tagore founded an Ashram in Santiniketan in 1901. Its core principles were to develop an anti-colonial artistic and literary aesthetic connected to India's heritage. His aim was to create a dynamic and fluid learning environment removed from the learning by rote styles favoured elsewhere. Tagore's elite status served to attract rising artists to Santiniketan and its avant-garde teaching style created a distinctive type of schooling. Rabindranath's intellectual retreat, under the leadership of Nandalal Bose, focussed on folk traditions of travelling minstrels or patuas, sculpture and Kalighat temple paintings. The Ashram was host to a number of Chinese and Japanese artists and in 1924 Nandalal Bose accompanied Rabindranath to Japan. Influenced by Japanese ink technique and brushwork the school developed a pan Asian identity.

Primarily a poet, Rabindranath's art came later in life at the age of 67. His writing was animated both in content and in style. Naturally the script began to take on forms. His corrections and redaction would ooze through the words and pool in areas like spilled ink. These interconnected patterns developed into anthropomorphic figures and with this Tagore saw the strength of communicating his metaphysical ideas pictorially. Painting allowed Tagore to explore further than his writing alone would allow. Through his art his expression could be universally understood, negating linguistic barriers.

Tagore wrote in the preface for his first exhibition in Birmingham, "My pictures are my versification in lines. If by chance they are entitled to claim recognition, it must be primarily for some rhythmic significance of form which is ultimate and not for any interpretation of an idea or representation of a fact. The only training which I had in my young days was the training in rhythm, the rhythm in thought, the rhythm in sound."

Painting was a means to recollect memories and records those images that haunted him. Tagore's mask like renderings of faces, including his own self portraits, were rudimentary yet striking. They were homage to primitivism and went beyond the learnt styles of formal high art education. Tagore borrowed forms from nature, and the effect of logos, blunt and bold, to convey complex ideas in the most rudimentary way.

"Rabindranath often begins creating even before the subject has taken any conscious form in his mind. This might easily lead one to suppose that mere craftsmanship or mere architectural design or the mere effect of colours were his end, but when the picture is complete we discover all the essential constituents of a work of art in it, all blended in one subject and pervaded by that rhythm of life which the hand of genius alone can impart. That is why his paintings are always real, though rarely realistic." (N. Bose, *The paintings of Rabindranath*, Visva-Bharati Quarterly, Calcutta, February 1936, p. 31)



Sir Rabindranath Tagore (1861-1941). 1916 portrait / Photo © Everett Collection / Bridgeman Images



2

JAMINI ROY (INDIA, 1887-1972)

Cat with Parrot

Signed in Bengali lower right

Tempera on card

41 x 50.5cm (16 1/8 x 19 7/8in).

£4,000 - 6,000

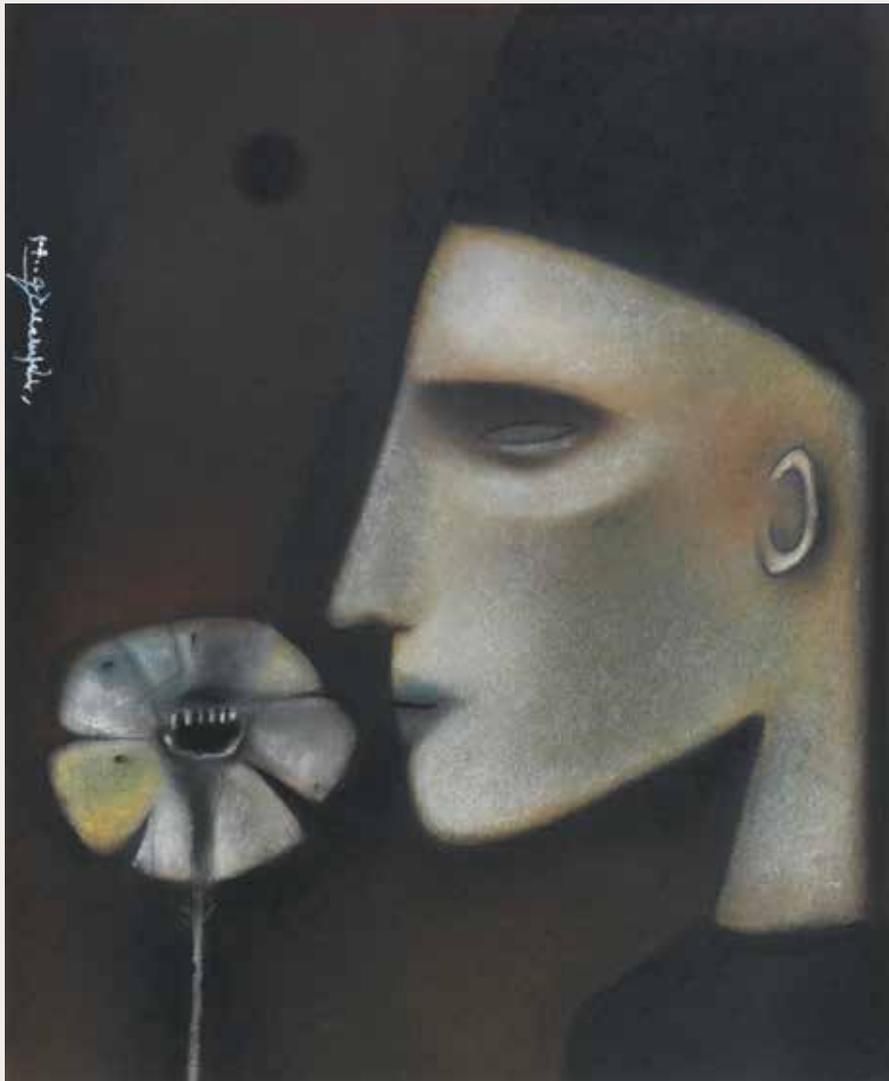
US\$4,900 - 7,300

Provenance:

Private Collection

Property of the Maharaja of Santosh, thought to have
been acquired prior to 1934

Thence by descent



3

GANESH PYNE (INDIA, 1937-2013)

Untitled (Figure and Flower)

Signed in Bengali vertically upper left

Pastel on paper

54 x 45cm (21 1/4 x 17 11/16in).

£7,000 - 10,000

US\$8,500 - 12,000

Provenance

Private Collection

Acquired from Pradip Ray Choudhury, son of the late Mayor of Calcutta in 2013.



4 *

MAQBOOL FIDA HUSAIN (INDIA, 1913 -2011)

Untitled (Lady)

Watercolour on paper

49.5 x 33cm (19 1/2 x 13in).

£10,000 - 15,000

US\$12,000 - 18,000

Provenance

Acquired from Vadehra Art Gallery, New Delhi, India

Published

MF Husain: From the Collection of Vadehra Art Gallery,
New Delhi, p. 76



5

B. PRABHA (INDIAN, 1933-2001)

Day's Catch

Signed and dated 1961 lower right,
further inscribed 'DAYS CATCH' on reverse

Oil on canvas

40.6 x 40.6cm (16 x 16in).

£6,000 - 8,000

US\$7,300 - 9,700

Provenance

Private UK Collection

Christie's, South Asian Modern + Contemporary Art,

11 June 2014, lot 48

Acquired directly from the artist

SYED HAIDER RAZA (1922-2016)



Reproduced from Anne Macklin ed., *SH RAZA Catalogue Raisonné, 1958-1971 (Volume 1)*, New Delhi, 2016, front cover

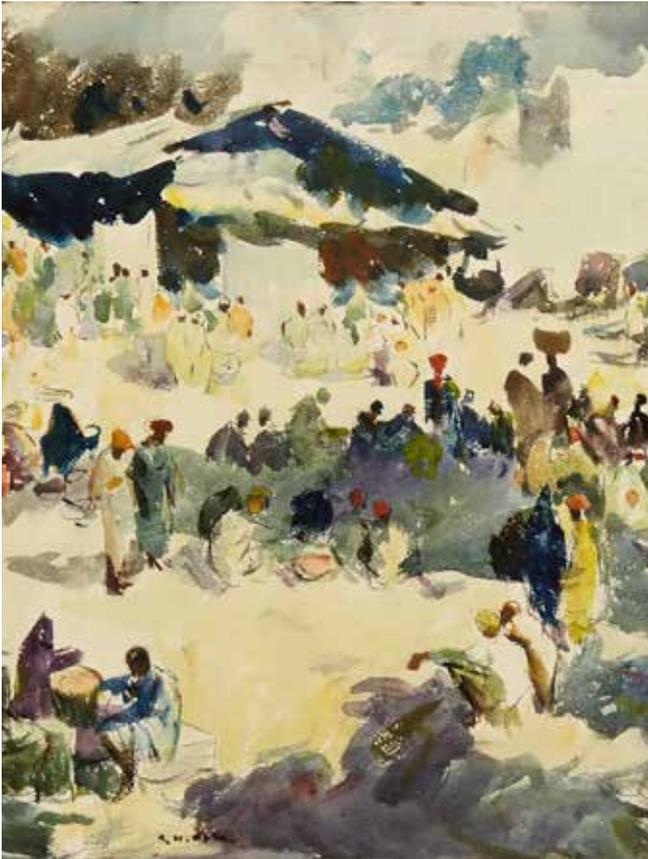
Earlier this year the last founding member of the Progressive Artist's Group, Syed Haider Raza, passed away. Raza's illustrious artistic career spanned decades in India and France but the impact of his works was felt globally. Born in 1922, Raza was awarded a scholarship to study at the acclaimed Sir J.J. School of Art in Bombay. Declared too late, he was not granted admission and instead lived in Bombay as a struggling artist. His works gained recognition after two watercolours were shown at the Bombay Art Salons exhibitions and were praised by critic Rudi von Leyden. This led to interest from E. Schlessinger and Walter Langhammer. In Raza's own words, these meetings 'changed my life' (*Bindu Vistaar*, Grosvenor Vadehra, p.7)

Initially Raza's works were impressionist in style, an offshoot of the J.J. School of Art aesthetic. After forming the Progressive Artists Group in 1947 with M.F. Husain, F.N. Souza, K.H. Ara and H.A. Gade, Raza and his contemporaries began to explore more nuanced and animated methods of depiction that were not confined by the colonial ideals of high art. In 1950 Raza received a bursary from the French Government to study at the esteemed École Nationale des Beaux-Arts in Paris. "Many of us felt the need to leave for a country where art was a vital, essential activity. In India at the time, although there was a good working atmosphere, we did not feel the same stimulus as we would in Paris, for example, which was where many of us wanted to go... Instead of retreating to an "ashram" in the Himalayas to meditate, we came to Paris." (SH Raza in *Coups de Coeur* 1987, Exhibition Catalogue, Halles Sud, Geneva, 1987, p. 26)

During his time in Paris, Raza was exposed to the Post-Impressionist artists, in particular, Cezanne and Van Gogh, were major inspirations [fig 2]. He admired their use of colour and texture and it was their heavy impasto that encouraged Raza to shift from watercolour to oil paint.

'For the next fifteen years, Raza was to work doggedly, persistently, with great strength and determination, inspired primarily by the formal construction of Cezanne and the passionate exploration of colour by Van Gogh. His medium changed from gouache in tempera to impasto in oil, signifying a major breakthrough with the paint coming into its own.' (Y. Dalmia, *The Making of Modern Indian Art: The Progressives*, New Delhi, 2001, p. 151)

Whilst in Paris, Raza achieved commercial success; he initially exhibited with Akbar Padamsee and Francis Newton Souza at Galerie St. Placide in 1952 followed by an exhibition at Galerie Creuz in 1953 and from 1955 to 1971, Raza exhibited exclusively with Galerie Lara Vincy. Lara Vincy opened her Paris gallery in the area of Saint-Germain-des-Pré in 1955. The area was the heart of the Existential movement and Parisian Jazz scene at a time of post war rediscovery. The cafes, bars and galleries frequented by the bohemian literati such as Simone de Beauvoir and Jean-Paul Sartre made Paris attractive to artists. Under Madame Vincy's patronage and support Raza was awarded the prestigious Prix de La Critique in 1956. This award gave Raza international recognition and led to him being invited to exhibit at the Venice, Brussels and Sao Paulo Biennales as well as numerous international exhibitions.



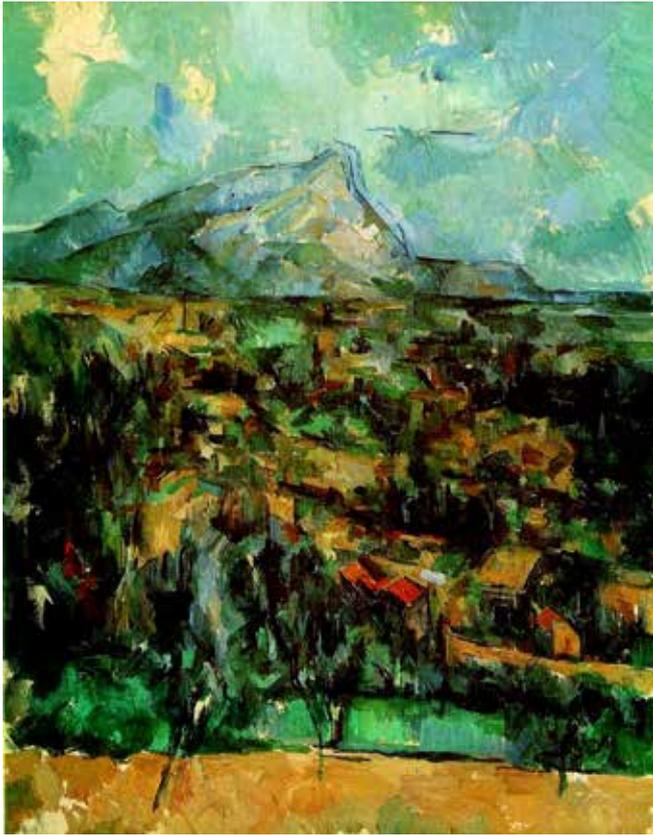
Syed Haider Raza (India, b. 1922) *Market Scene*, c. 1950s, Bonhams, Modern and Contemporary South Asian Art, 27 May 2016, lot 16



Syed Haider Raza (India, born 1922) *Untitled (Parisian Landscape)* 1959, Bonhams, Islamic and Indian Art, 8 April 2014, lot 370

The director of the Museum of Modern Art in Paris, Jacques Lassaignes, wrote of Raza's work from this period: 'The seeming difference between his canvases of today and his gouaches of yesterday corresponds to the transition from one technique, in which lightness of touch is everything, to another, richer and more complex, which calls for all the resources at the artist's command... Pure forms take shapes no longer in the void, but in revelatory contrast with their surroundings, in light that exults, doubly bright, against the opacity that threatens it.' (A. Vajpeyi, *A Life in Art: S.H. Raza*, Art Alive Gallery, New Delhi, 2007, p.73). Raza later moved to Provence, where he became inspired by the French countryside. "The French countryside was new to me, and beautiful, and became the inspiration for my work. I visited Autun, Veselay and Chartres, and Avignon and Provence in my explorations into the French countryside and its architecture... But I was not in France to do Indian miniatures! I was here to experience French art, and to live it." (Sen, Geeti. *Bindu: Space and Time in Raza's Vision*. Media Transasia Ltd; New Delhi, 1997, p. 55 – 56.)

Last year Raza was awarded the highest possible honour for a French civilian, the *Commandeur de la Legion d'honneur*. In 2016 the first volume of a catalogue raisonné was published. This preliminary volume comprised of the inventory listed works during Raza's time at Galerie Lara Vincy, 1955 – 1971. This lot, discovered after publication, will be included in subsequent volumes of the *raisonné*. The publication was released with a hope to present a volume to Raza during his lifetime and this was achieved mere weeks before his demise. Raza's recent death at the age of 94 had a profound impact on the international art world. However, his life's work has been of monumental impact not only on Indian Art but as an ambassador of what Indian art can be to the rest of the world.



Paul Cezanne (1839-1906), 'Mont Sainte Victoire', c.1902
(oil on canvas) / Private Collection / Bridgeman Images

6

SYED HAIDER RAZA (INDIA, 1922-2016)

Paysage Nocturne

Signed and dated '61 upper right, further signed and inscribed
'P_323'60 / "Paysage Nocturne" / 12 P.' on reverse

Oil on canvas

60.5 x 44.5cm (23 13/16 x 17 1/2in).

£30,000 - 50,000

US\$36,000 - 61,000

Provenance

Private French Collection

Acquired directly from the artist by eminent physicist at Orsay
University, Professor Pierre Lehmann.

Acquired from the estate of the above in 2007.

Galerie Lara Vincy, Paris

This work will be published in forthcoming editions
of the SH Raza Catalogue Raisonné.



7

SYED HAIDER RAZA (INDIA, 1922-2016)

Presence Inconnue

Signed and dated '66 lower centre, further signed and inscribed

'P_664'66 / "Presence inconnue" / 30 F.' on reverse

Oil on canvas

91.5 x 72.5cm (36 x 28 9/16in).

£60,000 - 90,000

US\$73,000 - 110,000

Provenance

Private UK Collection

Bonhams, *International Post-War Avant-Garde Art*,

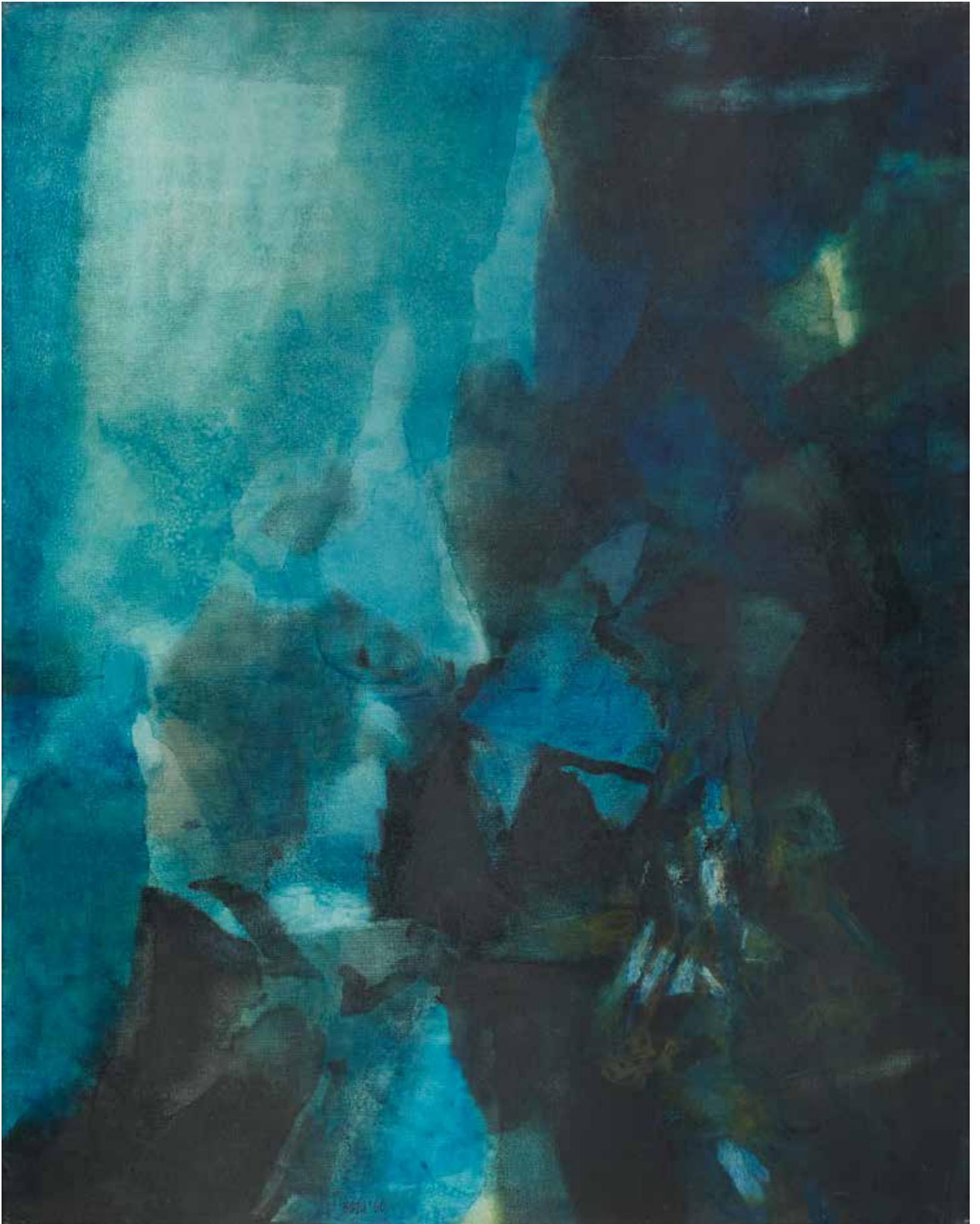
14 May 1990, lot 166

Galerie Lara Vincy, Paris

Published

Anne Macklin ed., *SH RAZA Catalogue Raisonné, 1958-1971*

(*Volume 1*), New Delhi, 2016, p. 146





8 AR

FRANCIS NEWTON SOUZA (INDIA, 1924-2002)

Untitled (Landscape with Figure)

Signed and dated '63 upper right

Crayon and ink on paper

51 x 75.5cm (20 1/16 x 29 3/4in).

£5,000 - 7,000

US\$6,100 - 8,500

Provenance:

Private UK Collection; formerly in the collection of Oswald Jones, friend and photographer of Edwin Mullins' Souza (1962); acquired from Jones' estate by the current owner's father, a family friend.

9 AR

FRANCIS NEWTON SOUZA (INDIA, 1924-2002)

Portrait of Oswald & Margaret Jones

Signed and dated '63 upper left

Ink on paper

42.8 x 27.6cm (16 7/8 x 10 7/8in).

£2,500 - 3,500

US\$3,000 - 4,300

Provenance

Private UK Collection

Formerly in the collection of Oswald Jones, friend and photographer of Edwin Mullins' Souza (1962)

Acquired from Jones' estate by the current owner's father, a family friend.



9



10

10 AR

FRANCIS NEWTON SOUZA (INDIA, 1924-2002)

Untitled (Nude)

Signed and dated 1976 upper right

Ink on paper

43 x 35.5cm (16 15/16 x 14in).

£2,000 - 3,000

US\$2,400 - 3,600

Provenance

Grosvenor Gallery Fine Art

Acquired from the estate of Francis Newton Souza

11 AR

FRANCIS NEWTON SOUZA (INDIA, 1924-2002)

Untitled (Trio)

Signed and dated 1967 upper left

Ink on tracing paper laid down on paper

43 x 35cm (16 15/16 x 13 3/4in).

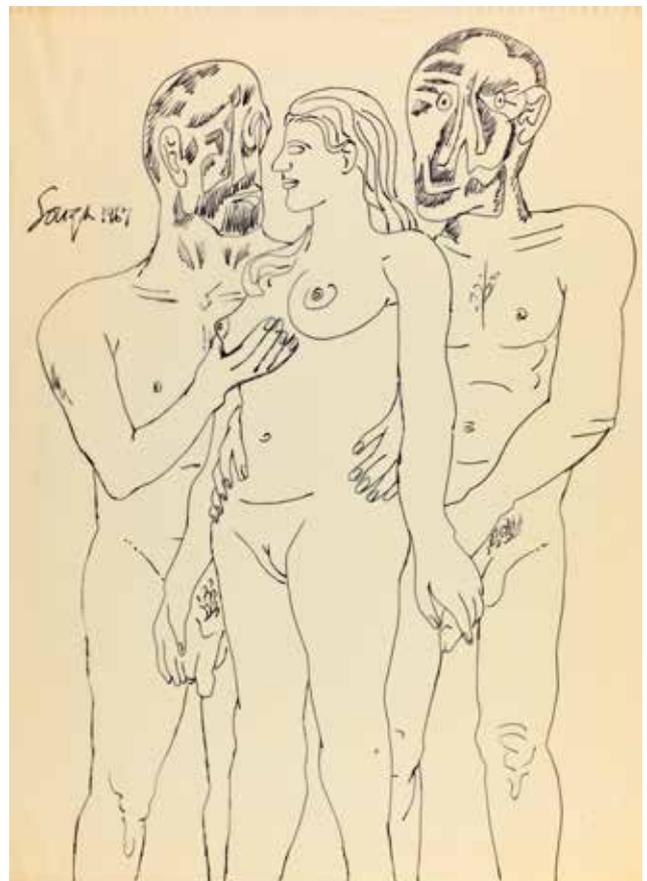
£2,000 - 3,000

US\$2,400 - 3,600

Provenance

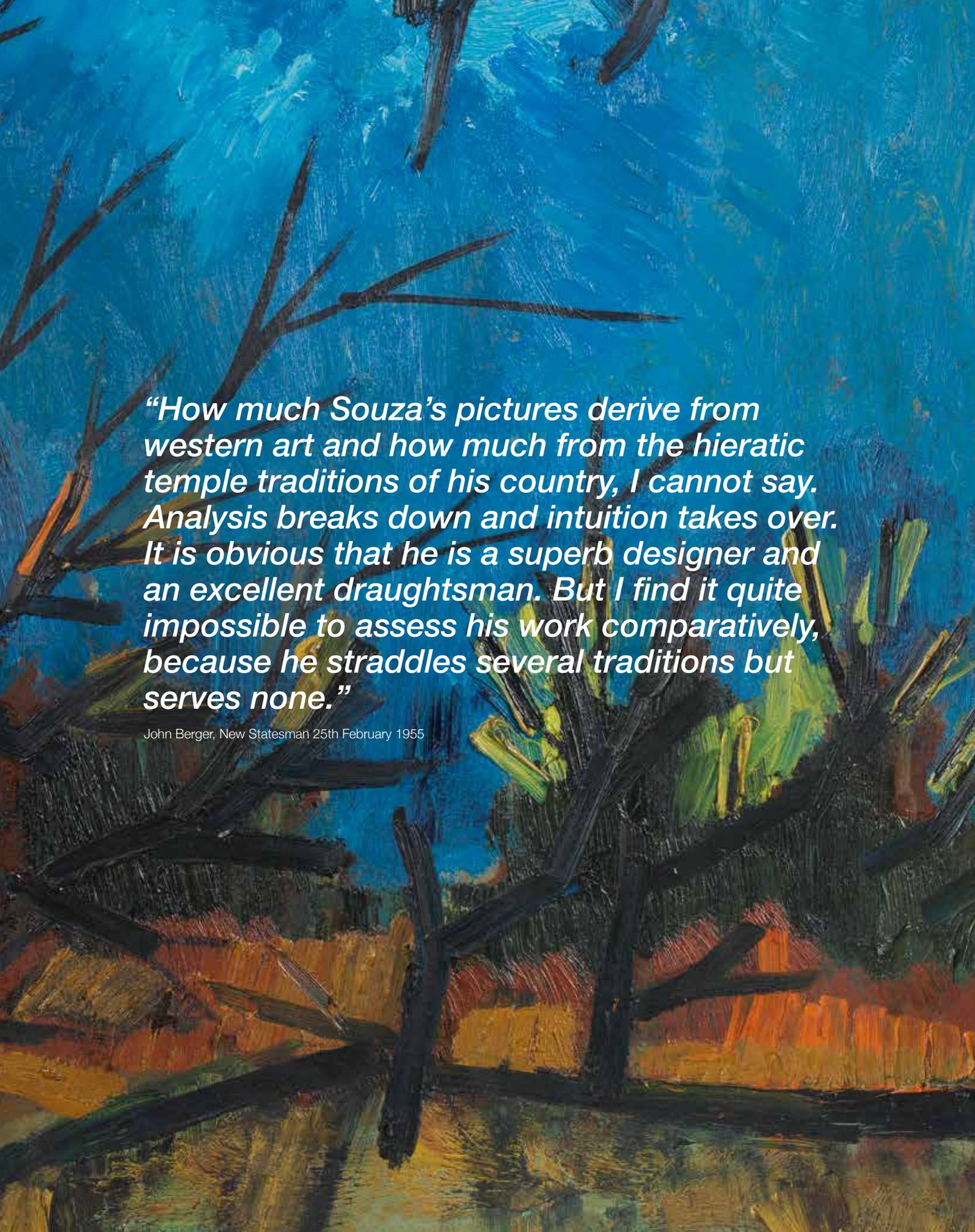
Grosvenor Gallery Fine Art

Acquired from the estate of Francis Newton Souza



11



The background is a painting by Souza. It features a dominant, vibrant blue sky filled with expressive, textured brushstrokes. Below the sky, dark, almost black, brushstrokes form the silhouettes of trees and branches, some reaching upwards and others spreading out. The lower portion of the painting shows a landscape with horizontal bands of color, including shades of orange, red, and yellow, suggesting a ground or a body of water. The overall style is gestural and expressive, characteristic of Souza's work.

“How much Souza’s pictures derive from western art and how much from the hieratic temple traditions of his country, I cannot say. Analysis breaks down and intuition takes over. It is obvious that he is a superb designer and an excellent draughtsman. But I find it quite impossible to assess his work comparatively, because he straddles several traditions but serves none.”

John Berger, New Statesman 25th February 1955

12^{AR}

FRANCIS NEWTON SOUZA (INDIA, 1924-2002)

English Countryside

Signed and dated '58 upper right, further signed and inscribed 'ENGLISH COUNTRYSIDE' on reverse

Oil on board

66 x 76cm (26 x 29 15/16in).

£50,000 - 70,000

US\$61,000 - 85,000

Provenance

Private UK Collection; acquired by the Gollop family directly from the artist between 1959 and 1967.

Mr. Francis Gollop was Souza's accountant from the late 1950s through to 1967. The Gollop family, as collectors, are referenced in Edwin Mullins. Souza, London 1962, p.106.

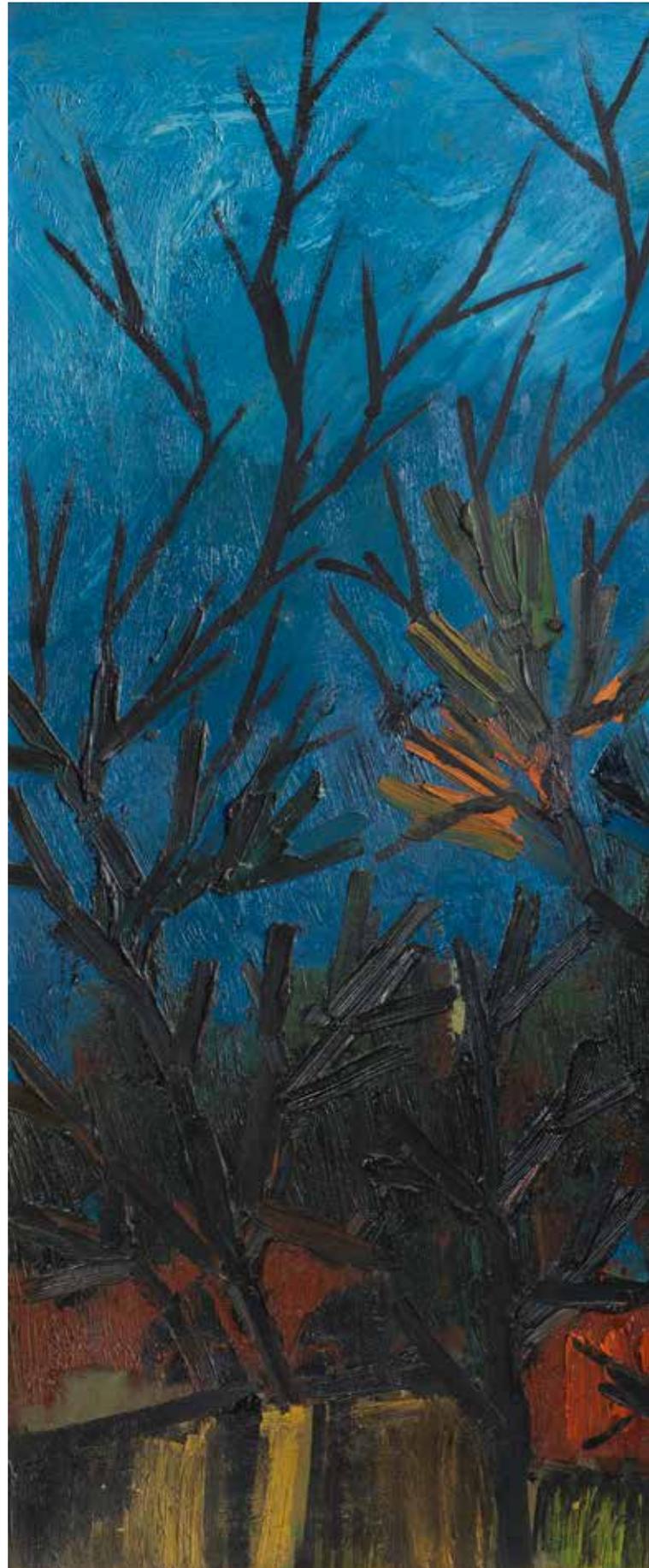
A formative member of the Progressive Artist's Group in Bombay, Francis Newton Souza was awarded first prize in the Bombay art society annual exhibition in 1947. Yet he did not feel that his works were held in high regard in India. After his paintings were shown at Burlington House in London the following year, Souza moved to England in 1949. He struggled initially and supplemented his income by working as a journalist. Souza received his big break in 1954 after the Institute of Contemporary Arts included his work in an exhibition. The following year his autobiographical essay *Nirvana of a Maggot* was published in Stephen Spender's *Encounter* Magazine. Spender introduced Souza to art dealer, Victor Musgrave, owner of Gallery One and through Musgrave's support Souza went on to hold a number of critically acclaimed exhibitions at Gallery One. He was selected as one of five artists to represent the UK at the Guggenheim International Award.

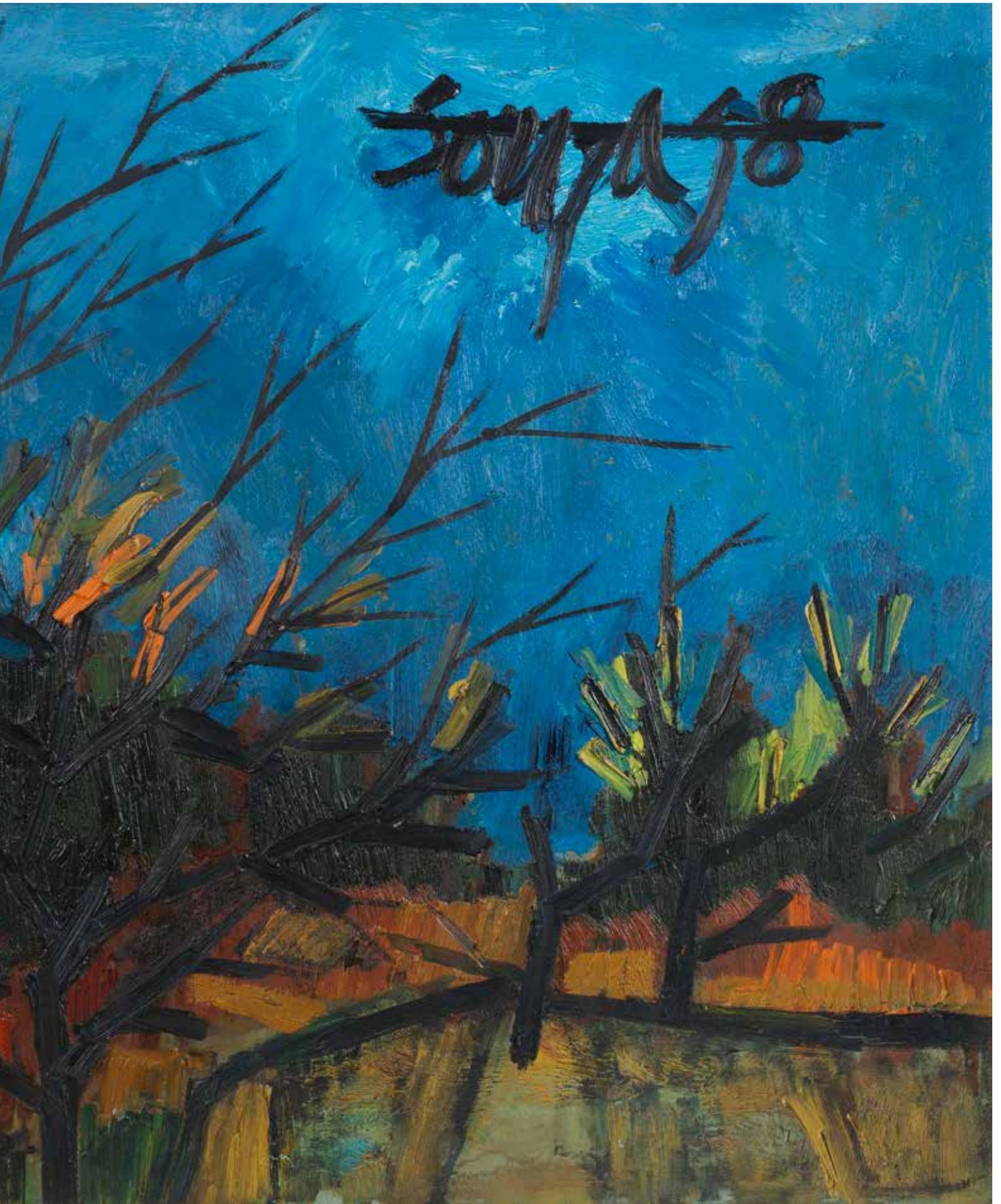
Souza's discusses this hybridised landscape treatment in an article in the *Times of India* in 1989:

"We can now look back and be surprised at how those of us from the Progressive Artists' Group, Raza, Gade and myself, completely broke away from the wishy-washy 19th century English watercolourists, an influence which prevailed in Bombay even in the 1940s, and came into our own individual styles; our landscapes were not only very different from those of British painters like to Turner and Constable, we were, although we were very modern, different from the French impressionists. We were bold and full of fire. Our landscapes were full of brilliant colours!" (F N Souza, "Red Trees, Black Skies," *The Times of India*, 4 June 1989, p. 4) [Fig 1]



[Fig 1] Joseph Mallord William Turner (1775-1851) Eton College from the River, or The Thames at Eton, c.1808 / Petworth House, Sussex, UK / Bridgeman Images





‘Commonly referred to as the Bird and Mountain series, the paintings are luminous and induce a meditative calm. They are suggestive, open to interpretation: as an expression of the self’s unity with nature, they can be seen as a visual equivalent to the transcendental principle expounded in the Upanishads’.

(A. Jhaveri, *A Guide to 101 Modern and Contemporary Indian Artists*, Mumbai 2005, p. 93).

13 *

JAGDISH SWAMINATHAN (INDIA, 1928-1994)

Untitled (Bird, Tree, Mountain series)

Signed and dated '81 in Devnagari on reverse

Oil on canvas

92 x 92cm (36 1/4 x 36 1/4in).

£60,000 - 90,000

US\$73,000 - 110,000

Provenance

Private Mumbai Collection

Acquired directly from the artist in the 1980s

Acquired from the above

This work has been granted a certificate of authenticity by the J Swaminathan Foundation.

Swaminathan states: 'In the late 1960s, I tried to probe the relation of colour to space and after a study of Pahari miniatures did a series called Geometry of Space. After the Colour Geometry show I entered the now famous phase of the bird, the mountain, the tree, the reflection, the shadow, and it lasted for quite a while... However, the obsession was wonderful while it lasted and what better tribute would a painter want than a letter from a collector saying that my work brought peace and tranquillity into her house.' (Lalit Kala Contemporary, Issue 40, March 1995, New Delhi, p.11).





14



15

14
SHALINI NOPANY (INDIA, B. 1968)
 Untitled (Calcutta Street Scene)
 Photograph print
 85.6 x 167.6cm (33 11/16 x 66in).

£1,000 - 1,500
 US\$1,200 - 1,800

Proceeds for this lot will be donated to Arts For India Charity.

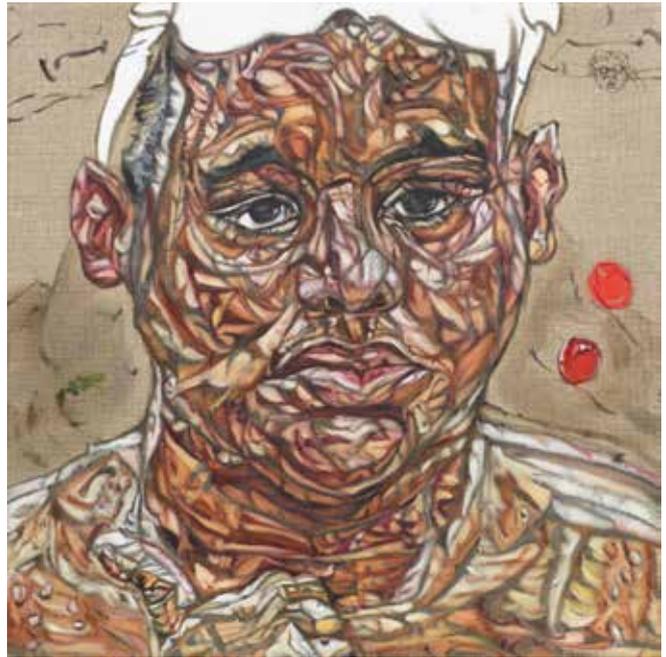


15*
K.S. KULKARNI (INDIA, 1945-1994)
 Three Figures
 Signed lower left
 Tempera on paper laid on board
 38 x 56cm (14 15/16 x 22 1/16in).

£2,000 - 3,000
 US\$2,400 - 3,600

Provenance:

From the collection of the late Mr Richard Maitland, a professional dancer for over fifty years. Between engagements on Broadway he travelled the world. He fell in love with India and there created the Children's Dance Theatre which brought him to the attention of Prime Minister Nehru and Mother Teresa with performances to raise funds for their many charities. Upon his return from India he settled in Sante Fe where he operated his own gallery for twenty five years. His paintings are in the collection of Mrs. Jacqueline Kennedy, Prime Minister Nehru and Phyllis Diller to name only a few.



16*

SCHANDRA SINGH (B. 1977)

1. Will; 2. Shy

2009

Oil on linen

43 x 43cm (16 15/16 x 16 15/16in). Each

£8,000 - 12,000

US\$9,700 - 15,000

Provenance

Bose Pacia Gallery, New York, 2010

Exhibited

Schandra Singh 'If I Am Immune To It, I Don't Deserve To Be Here', April 9 - May 22, 2010, Bose Pacia Gallery, New York

‘Strong angular lines and flatly applied patches of colour are the instrument of the female form. Woman is seen either as a creation of lyric poetry, a sculptural and rhythmic figure of dance, or as an agent of fecundity.’

(D. Herwitz, Husain, Delhi, 1988, p.46)

17

MAQBOOL FIDA HUSAIN (INDIA, 1913 -2011)

Untitled (Lady on Swing)

Signed in Devnagari lower left

Oil on canvas

102 x 61cm (40 3/16 x 24in).

£30,000 - 40,000

US\$36,000 - 49,000

Provenance

Private Collection

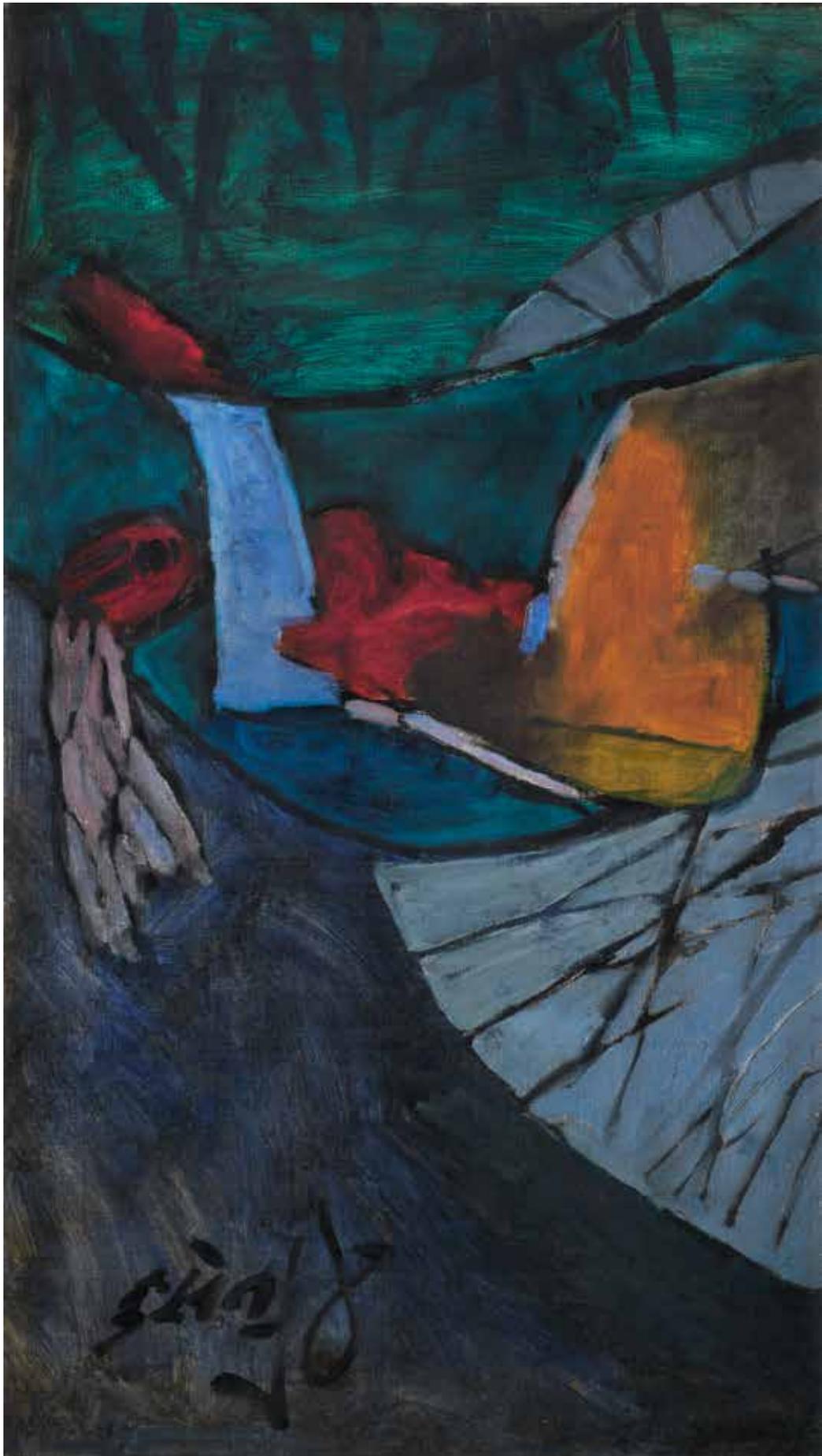
Acquired directly from the artist in the 1980s

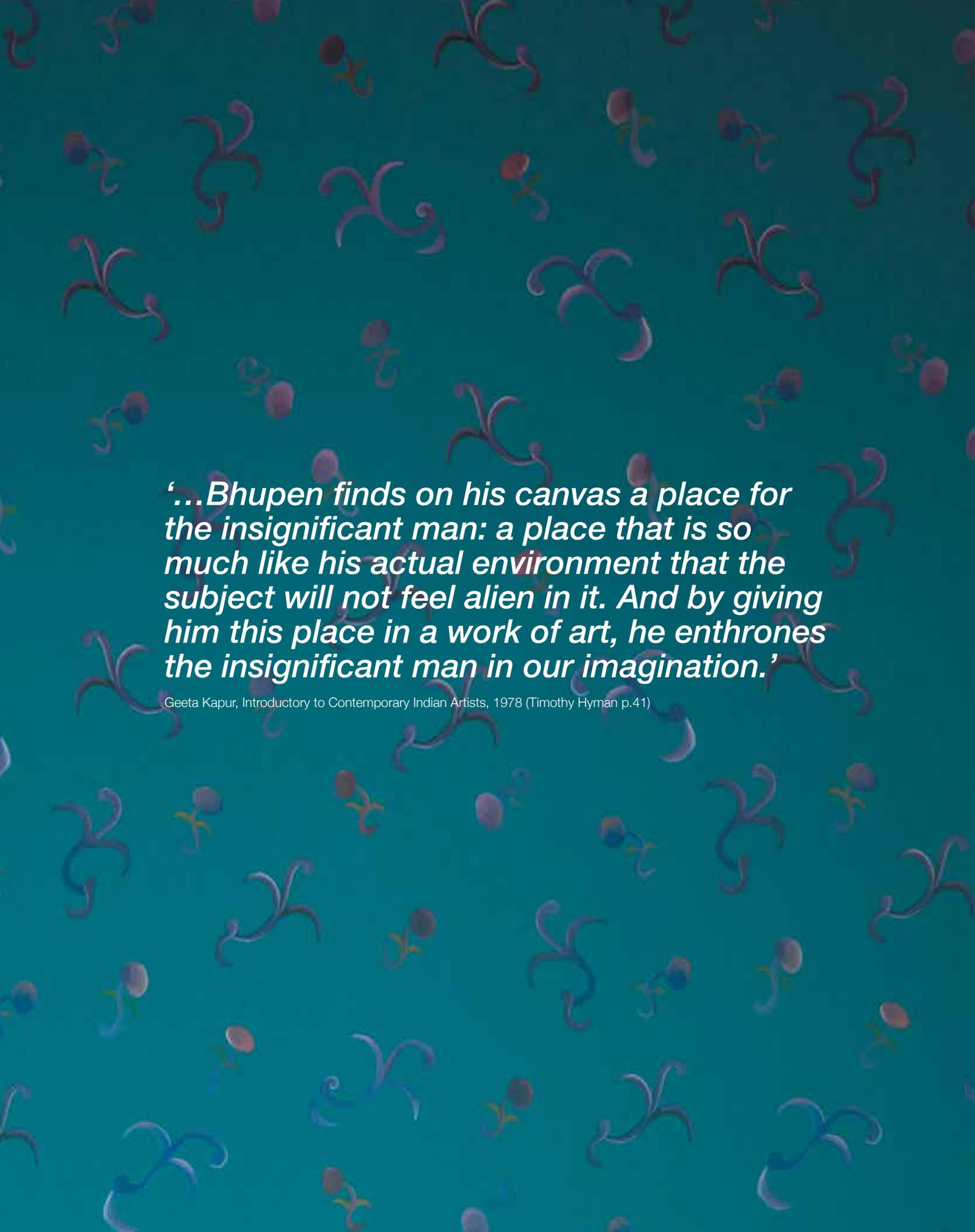
Acquired from the above

Husain was a founding member of the Bombay Progressive Artists' Group in 1947. Its inception at the J. J. School of Art, only months after the partition, was against the backdrop of a socially fractured landscape. Husain, along with Raza, Souza, Ara, Gade and Bakre, sought to create a new movement in Art from India, distancing themselves from the nationalist rhetoric of the Bengal School. Hailing from different faiths and castes, they strove to create a style, and with it, an outlook, that was distinctly Indian and Modern.

Beginning around 1948 the female subject matter began to dominate Husain's painting. However, the artist's chosen manner of representation contrasts with traditional depictions of the female in both the east and the west. The featured work is neither realistic nor idealistic. Husain had travelled to Europe in 1952, several years prior to the execution of this painting, and was inspired by the works of Emile Nolde and Oskar Kokoschka. The spiritual intensity and vitality of these artists' use of colour and the sculptural power of the line, seen particularly in Nolde's work, had a clear impact on Husain's aesthetic. Upon his return the artist stated: "Line is virile form with keen latent mobility, which in spite of being imperceptible in nature, is constantly striving to assert itself." (To Badrivishal Pittie, The First Indian Collector of Husain Paintings (1952-68) Replica of the First Husain Book Published, Hyderabad, 1955.)

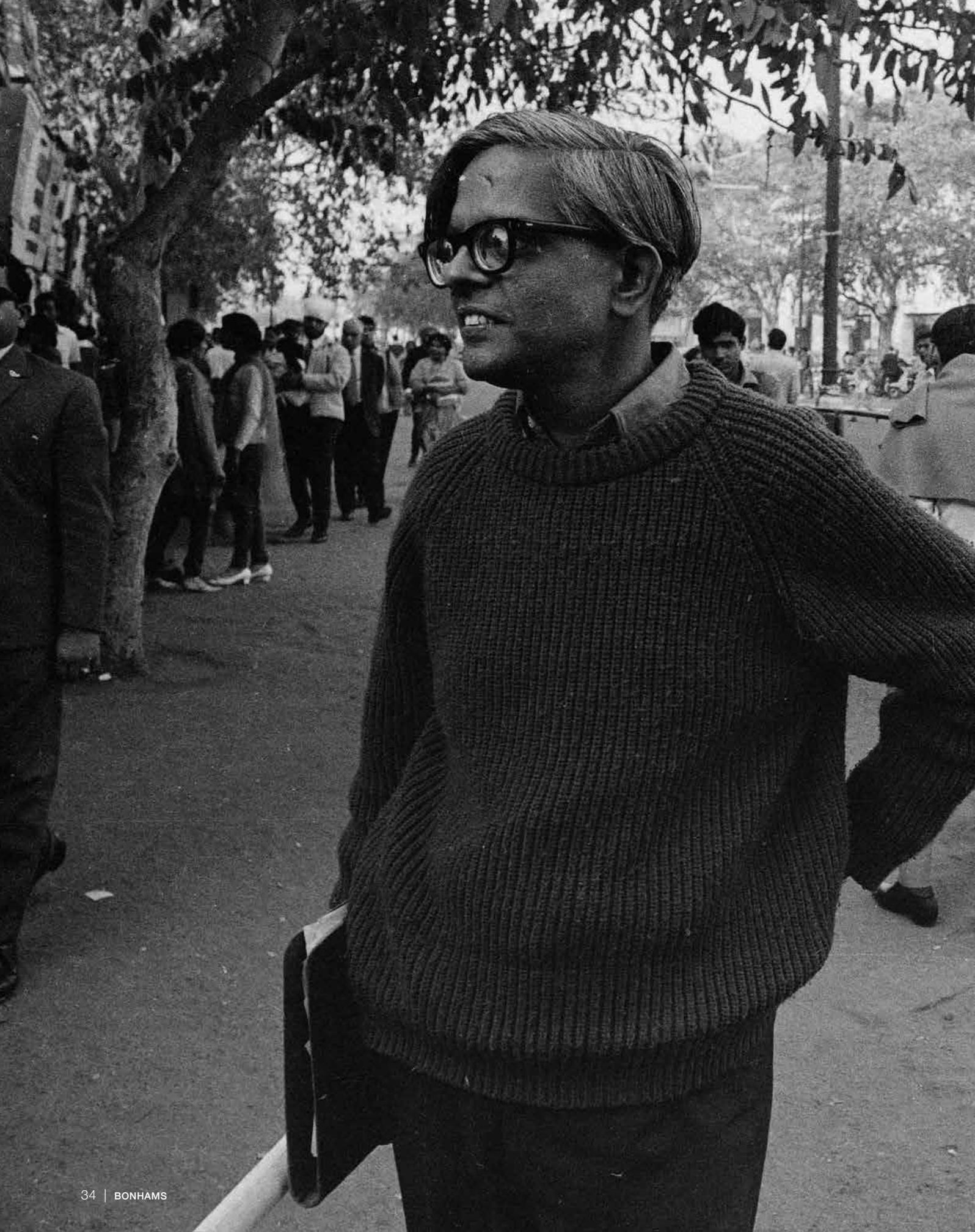
Husain once said 'When I make nude paintings of women you will find that there is no nakedness in this nudity'. This present lot, although bare breasted and with rounded backside, is distinctly devoid of eroticism. It is a pureness of being that Husain has captured, the nudity a way to strip the figure down to her most vulnerable.





‘...Bhupen finds on his canvas a place for the insignificant man: a place that is so much like his actual environment that the subject will not feel alien in it. And by giving him this place in a work of art, he enthrones the insignificant man in our imagination.’

Geeta Kapur, Introductory to Contemporary Indian Artists, 1978 (Timothy Hyman p.41)



‘I think your own weakness that also should be reflected in painting and that much one should grant that whatever one is, one can’t hide oneself behind a painting, it’s just standing naked in front of everyone - what you are.’

Bhupen Khakhar speaking about ‘Man in Pub’, *Messages from Bhupen Khakhar* (1983)

BHUPEN KHAKHAR ‘MAN IN PUB’ (1979)

By Ranjit Hoskote

Bhupen Khakhar (1934-2003) belonged to a generation of postcolonial Indian artists who devoted themselves to irony, allegory and the playful subversion of bourgeois social pieties. They embraced the local character of metropolitan and small-town India in all its roughness, awkwardness and makeshiftness, representing the middle-class and working-class lifeworlds that had largely been excluded from the polite domain of an art dominated by abstract and transcendentalist forms.

A dramatist and fiction-writer in addition to being a painter, Khakhar participated in two coups d’état of representation. During the 1960s, he brought the garish interiors and bricolage aesthetic of the non-Anglophone middle class into art during the 1960s; and by the 1990s, he had come out as India’s first gay artist, revelling in such taboo subjects as the pleasures of homoerotic life and its picaresque dramaturgy. Working through an interplay of voyeurism and clairvoyance in both phases, Khakhar remained committed to an epiphanic portraiture, attentive to the small choreographies of interpersonal contact, the details of look, touch and speech.

During the 1970s, Khakhar met Howard Hodgkin, who had discovered his work at the second edition of Triennale India, held in New Delhi in 1972; Hodgkin visited Khakhar in Baroda on his next visit to the subcontinent, and soon, a friendship developed between the two artists. It was at Hodgkin’s prompting that the Bath Academy of Art invited Khakhar to be artist-in-residence at its painting department in 1979. The Indian artist spent the first six months of that year in Bath, staying at Hodgkin’s home, Monk’s Park, for the duration of his residency; this period culminated in a solo exhibition of his work at Anthony Stokes’ gallery in London.

A connoisseur of the shifting balance between solitude and sociality, Khakhar was a natural-born anthropologist who shuttled easily between the roles of participant and observer in the various interpersonal situations in which he found himself. A curious, empathetic visitor whose first experience of the UK was deep winter – indeed, this was his very first trip overseas – he found himself drawn to personae isolated by personal choices, occupational circumstances and harsh weather. Khakhar tended to fuse his portraits of others with self-portraits, so that his anxieties, exhilarations and predicaments became interwoven with those of his subjects.

18

BHUPEN KHAKHAR (INDIA, 1934-2003)

Man in Pub

Oil on canvas

122 x 122cm (48 1/16 x 48 1/16in).

£250,000 - 350,000

US\$300,000 - 430,000

Provenance

Collection of Mr Tariq Ali, London

Acquired directly from the artist in 1985

Exhibited

Hester Van Royen Gallery and Anthony Stokes Ltd,

Bhupen Khakhar - Paintings, 20 June - 14 July 1979;

Kasmin Knoedler Gallery, London, 1983;

Museo Nacional Centro de Arte Reina Sofia,

Bhupen Khakhar, Madrid, 6 June - 16 September 2002;

Tate Modern, *You Can't Please All*, London,

1 June - 6 November 2016.

Published

Timothy Hyman, *Bhupen Khakhar*, Chemould/Mapin, 1998, p.54;

Enrique Juncosa and Geeta Kapur, *Bhupen Khakhar*,

Museo Nacional Centro de Arte Reina Sofia, Madrid 2002;

Bhupen Khakhar: You Can't Please All, Tate Publishing,

London, 2016, p. 43





'Man in Pub' articulates this interpenetration of self and other: the subject of this act of portraiture is Khakhar, exploring the unfamiliar yet inviting sociality of the pub; and yet it is also a compound of the regulars he met at the pub. His deliberate use of seemingly naïve idioms acted as camouflage for a sophisticated retrieval of various styles, including the Rajput miniature, the Nathdwara pichhwai or backcloth, the wayside votive shrine, and the cinema poster. Khakhar has sometimes been compared to Henri Rousseau for the wide-eyed quality of his gaze, which took in the familiar and the strange with equal delight, translating them into an oneiric, otherworldly reality. Unlike 'le Douanier', he was far more knowing in his assessments of individuals and the forms of community they attempted to produce around themselves; trained as a chartered accountant, Khakhar brought a knowingness to his negotiations with his unsuspecting subjects on the one hand and his art-world viewers on the other.

The picture space of 'Man in Pub', like several other paintings by Khakhar, is divided into a number of episodic spaces, much as a number of the Nathdwara pichhwaais are: they depict the deity Shrinathji as a major emphasis, with scenes from his life as details. The protagonist of 'Man in Pub' is seen perched on a bar stool against a blue backdrop that is more backcloth than wallpaper. Scenes from his everyday life – replete with solitary bed, clothes laid out waiting to be worn, warm teapot – reveal warmly intimate, domestic aspects of a figure otherwise seemingly alienated from its context. This painting takes its place, in Bhupen Khakhar's oeuvre, beside such works as 'The Weatherman' (1979) and 'Joe Hope and Mary Hope at Box' (1979).

Ranjit Hoskote
Independent Curator

References

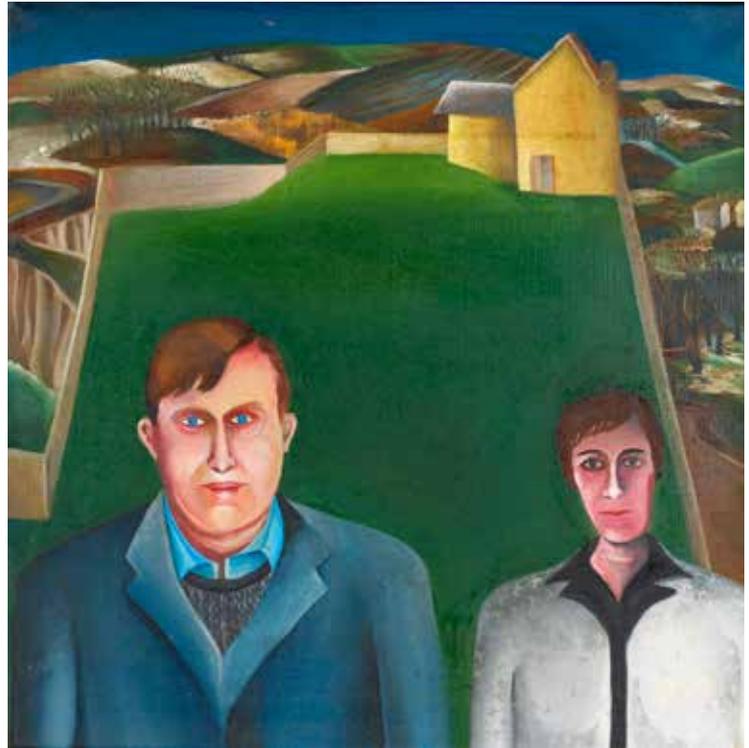
Timothy Hyman, Bhupen Khakhar (Bombay: Chemould Publications & Arts/ Ahmedabad: Mapin, 1998).

‘Sometimes people say that I don’t know how to draw even, and I would say that I don’t give so much importance on the drawing as much as on colour’

Bhupen Khakhar, *Messages from Bhupen Khakhar* (1983)



Henri J.F. Rousseau (Le Douanier) (1844-1910) *Portrait of Joseph Brummer*, 1909 (oil on canvas), Private Collection / Photo © Christie's Images / Bridgeman Images



Bhupen Khakhar (India, 1934-2003) *Joe Hope and Mary Hope at Box*, Bonhams, Modern and Contemporary Indian and Pakistani Paintings, 21 May 2007, Lot 130



19

19

PRABHAKAR KOLTE (INDIA, B. 1946)

Untitled (Black Abstract)

Signed and dated in Devnagari lower right, further signed, dated 2006 in English and in Devnagari and inscribed on reverse

Acrylic on canvas

94 x 130cm (37 x 51 3/16in).

£5,000 - 7,000

US\$6,100 - 8,500

Provenance

Private UK Collection

20*

SENAKA SENANYAKA (SRI LANKA, B. 1951)

Untitled (Giraffes)

Signed and dated 1972 lower right, further inscribed and dated on reverse

Acrylic on canvas

104 x 49cm (40 15/16 x 19 5/16in).

£3,000 - 5,000

US\$3,600 - 6,100

Provenance

Private South African Collection

A gift to present owner from the artist



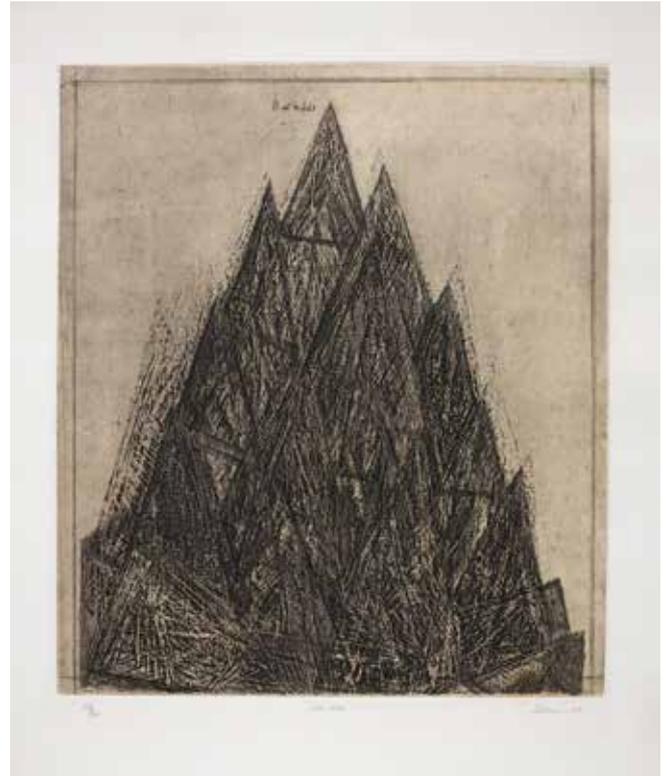


21

21
ZARINA HASHMI (INDIA, B. 1937)
Homegrown
Signed and dated '87 lower right
Etching on chine colle paper
49 x 33cm (19 5/16 x 13in).
Artist's Proof

£2,500 - 3,500
US\$3,000 - 4,300

Provenance
From the family of the artist



22

22
ZARINA HASHMI (INDIA, B. 1937)
For Abba
Signed and dated '86 lower right
Etching on chine colle paper
49 x 42.5cm (19 5/16 x 16 3/4in).
Edition 29/30

£2,000 - 3,000
US\$2,400 - 3,600

Provenance
From the family of the artist



23

23

ZARINA HASHMI (INDIA, B. 1937)

Rani's Garden

Signed and dated '86 lower right

Woodcut print and gold leaf on hand made paper

57.5 x 41.5cm (22 5/8 x 16 5/16in).

Edition no. 4/35

£2,000 - 3,000

US\$2,400 - 3,600

Provenance

From the family of the artist



24

24

ZARINA HASHMI (INDIA, B. 1937)

Untitled (Artist's Proof 1965)

Signed and dated '65 lower right

Woodcut print on paper

19 x 19cm (7 1/2 x 7 1/2in).

Artist's Proof

£3,000 - 5,000

US\$3,600 - 6,100

Provenance

From the family of the artist

'It is in the work of Zainul Abedin that, for the first time, rural landscape and the working classes are seen clearly from the haze of idealism or heightened emotion. One can almost feel the pulse of life in the people, as well as their sweat and tears.'

Abul Monsur, 'Zainul Abedin: Great Masters of Bangladesh' Bengal Foundation, 2013,



His excellency Zain Noorani, Minister of State for Foreign Affairs of Pakistan, 1985-1988, addressing the United Nations.

25 *

ZAINUL ABEDIN (BANGLADESH, 1914-1976)

Untitled (Landscape with Figures)

Signed and dated 23/9/55 lower right

Watercolour on paper

51 x 61cm (20 1/16 x 24in).

£15,000 - 25,000

US\$18,000 - 30,000

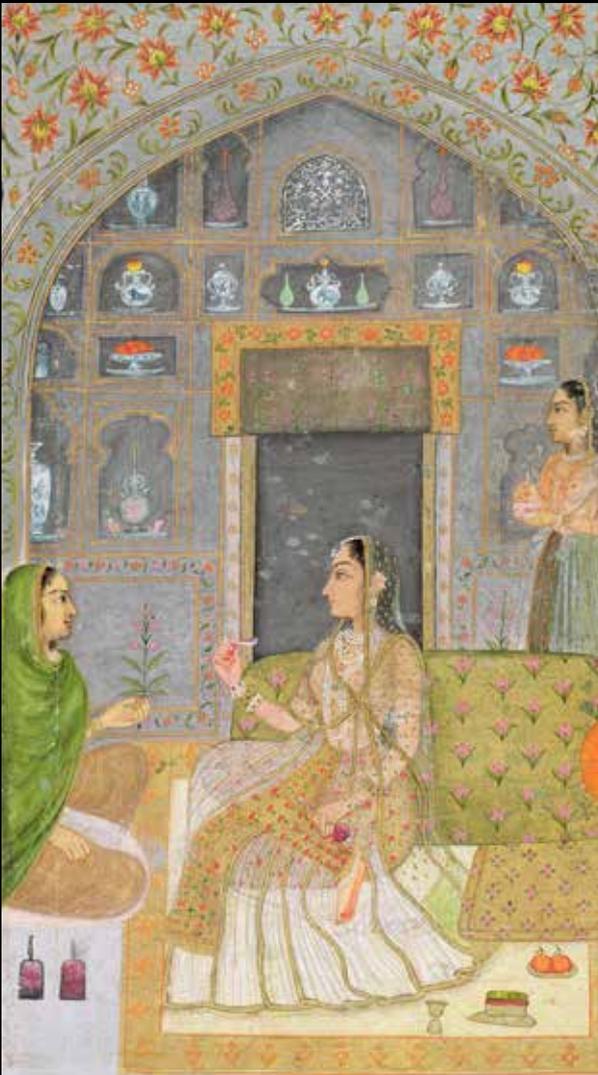
Provenance

Acquired directly from the artist by his excellency Zain Noorani, Minister of State for Foreign Affairs of Pakistan, 1985-1988

Thence by descent



‘...he held on to the view that an artist is above prejudice and that he must pay homage to a culture and tradition which is inclusive and hence universal.’



[Fig 1] Lady seated in a Pavilion with attendants, from the Small Clive Album (opaque w/c on paper), Mughal School (18th century) / Victoria & Albert Museum, London, UK / The Stapleton Collection / Bridgeman Images

26 *

ABDUR RAHMAN CHUGHTAI (PAKISTAN, 1894-1975)

Untitled (Maiden with child)

Signed in Urdu lower left

Ink and pencil on paper

63 x 49cm (24 13/16 x 19 5/16in).

£18,000 - 22,000

US\$22,000 - 27,000

Provenance

Private US Collection

Acquired from Indus Gallery, Karachi 1972

Although given the accolade of the national artist of Pakistan, Abdur Rahman Chughtai, created works of a shared national identity more reflective of a unified pre-partition India. Chughtai painted scenes encompassing both Hindu and Muslim oral traditions and folklore. As Naqvi notes, Chughtai explains his reason for this in an essay written after 1947:

‘...he held on to the view that an artist is above prejudice and that he must pay homage to a culture and tradition which is inclusive and hence universal.’

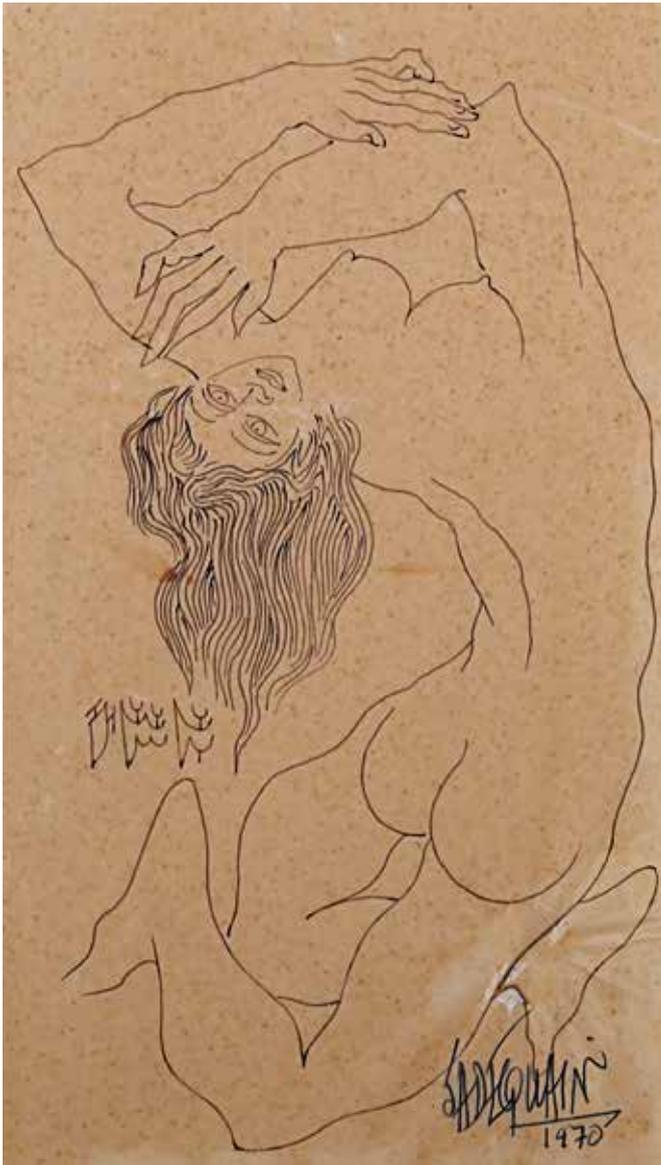
(Akbar Naqvi, *Image and Identity: Fifty years of Painting and Sculpture in Pakistan*, Karachi, 1998, p. 54)

Hailing from a family of artisans and craftsmen, Chughtai used only the finest materials for his work, and so with each drawing or painting he created a leaf of quality and importance - a homage to the Mughal and Persian miniature traditions he was so heavily influenced by. [Fig 1] The artist chose to paint Mughal, Iranian, Hindu, Punjabi, Kashmiri and Brahman subjects and later expanded to incorporate a ‘pan-Persianism’. The tendency to group him together with the Bengal school of painters was contested by the artist, who stated that contrary to Bengal art, which “favoured gods and goddesses and was full of pessimism and gloom, ... his art was radically different because it inculcated hope and faith in life” (*ibid* pp 51 and 54.)

This work is an example of Chughtai’s later watercolours painted specifically for sale in the 1972 exhibition held at Karachi’s Indus Gallery. This work is one of only 13 paintings at the exhibition alongside numerous prints. There is a notable focus on line over colour. The ascendancy of the arabesque, which came to influence the European Art Nouveau is evident in the intricate rendering of the ornamental fabric. As is characteristic of his early figures, the woman here is depicted in a state of blissful reverie and in costume whose components do not subscribe to a single culture or period, but is perhaps an imagined amalgamation of diverse oriental traditions.







28

27

ALLAH BUX (PAKISTAN, 1895-1978)

Untitled (Forest)

Signed and dated 1950 lower left

Watercolour on paper

60 x 38.5cm (23 5/8 x 15 3/16in).

£7,000 - 10,000

US\$8,500 - 12,000

Provenance

Private UK Collection

Acquired from Paris Picture House, 30 Ewing Road, Chowk Nila Gumbad, Lahore.

Thence by descent



28 *

SADEQUAIN (PAKISTAN, 1923-1987) SKETCHES

Untitled (Sketches)

Signed and dated 1970 lower left and lower right

Ink on paper

25 x 13cm (9 13/16 x 5 1/8in).

£6,000 - 8,000

US\$7,300 - 9,700

Provenance

Private Collection

29

SADEQUAIN (PAKISTAN, 1937-1987)

Acrobats

Signed, dated 16/9/66, titled and inscribed 'Painted at Paris' on reverse

Oil on canvas

89.5 x 114cm (35 1/4 x 44 7/8in).

£18,000 - 25,000

US\$22,000 - 30,000

Provenance

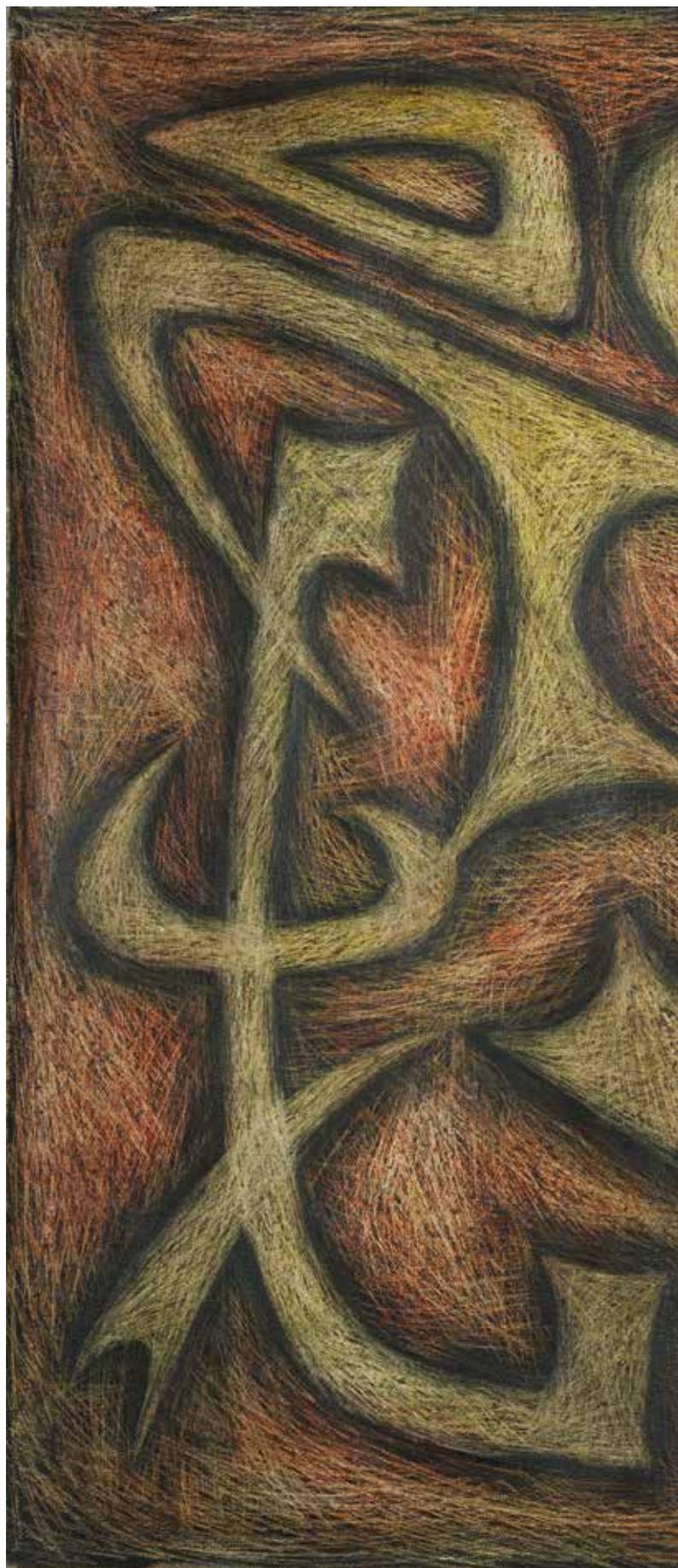
Private German Collection

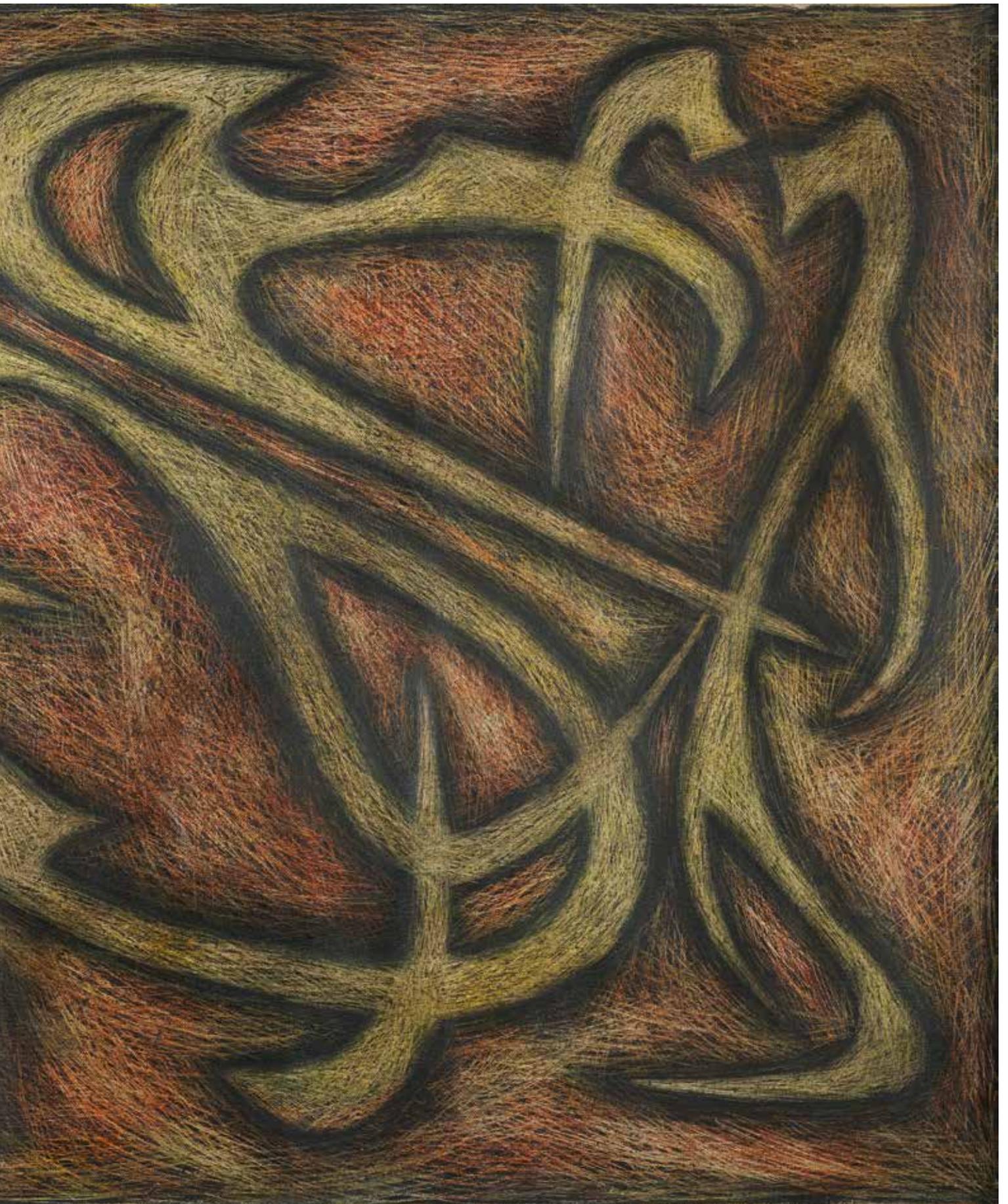
Left to Mr Martin, Paris in 1967 after Sadequain's return to Pakistan

Thence by descent to Ms Martin, daughter of the above

Acquired into a private UK collection

Acquired from the above into a private German collection





30 *

COLIN DAVID (PAKISTAN, 1937-2008)

Untitled (Nude)

Oil on board

92 x 92cm (36 1/4 x 36 1/4in).

£5,000 - 7,000

US\$6,100 - 8,500

Provenance

Private Collection

The deceptively named Colin David was one of Pakistan's most popular artists in the 1970s. Hailing from a Christian background, David started studying art in the Fine Arts Department of Punjab University, Lahore in 1956. He went on to study at the Slade School of Art, London. In a climate of hyper conservatism David continued to produce works in Pakistan and showcased them privately to select friends. Nonetheless these underground exhibitions caught the attention of roving troublemakers and many of his works were destroyed after one such show. Colin David employed almost architectural composition in his paintings, his deliberate use of space was modernist and considered and this emphasises the vulnerability of his subjects.



ISMAIL GULGEE (1926 - 2007)



L-R: Unknown, Fehmida Gulgee (mother of Shakil Farooq), Ismail Gulgee, Mrs and Mr Khawar and Aslam Parvez

WORKS FROM AN IMPORTANT FAMILY COLLECTION

Lots 31 - 36

The following six lots were acquired by Mr Shakil Farooq, nephew and collector of artworks by his esteemed uncle, Ismail Gulgee.

"My work is the externalisation of my inner journey. Through it I communicate with the pulse of life. The calligraphic form and movement that emerges is not premeditated or cerebral, it is intuitive and articulates something deep inside me. It is important that no thought of how people will react to my work intrudes, as they would destroy the thread and take the truth away. I am enchanted by Islamic calligraphy and feel close to the Sufi mystics. At the mystic level, barriers melt away and religious experience whether Buddhist, Hindu or Muslim become one. One could call it human experience of the ineffable."

(Annemarie Schimmel in M. Ismaili, *Gulgee*, Ferozsons, 2000, unpaginated)

Born in 1926, Ismail Gulgee had initially trained as an engineer and held degrees from Columbia University and Harvard. Gulgee's preliminary artistic endeavours were not taken seriously. Meeting with the Aga Khan in the early 1950s, when the country of Pakistan was still in its infancy, Gulgee was told that the nation needed engineers not artists as 'an artist brings glory to himself'.

Gulgee's critical acclaim was received after his photo realistic commissioned portraits caught the attention of high ranking royalty and dignitaries in wider South Asia. Gulgee as an artist united the youthful Pakistani nation with the Middle East and Central Asia in a way that only an exchange of culture and art could. He was appointed as the portrait artist of numerous public figures such as the Afghan Royal family, the Crown Princes of Saudi Arabia and the Aga Khan.

31 *

ISMAIL GULGEE (PAKISTAN, 1926 - 2007)

Untitled (Calligraphic 'Allah')
Signed and dated '86 lower right
Oil on canvas
82 x 45cm (32 5/16 x 17 11/16in).

£4,000 - 6,000
US\$4,900 - 7,300

Provenance

Acquired directly from the artist



31

32 *

ISMAIL GULGEE (PAKISTAN, 1926 - 2007)

Untitled (Gold Calligraphy)
Signed and dated '97 lower right
Oil, gold leaf and mixed media on canvas
46 x 60cm (18 1/8 x 23 5/8in).

£3,000 - 5,000
US\$3,600 - 6,100

Provenance

Acquired directly from the artist



32



33

33 *

ISMAIL GULGEE (PAKISTAN, 1926 - 2007)

Untitled (Abstract)

Signed and dated indistinctly lower left

Oil on canvas

46 x 61cm (18 1/8 x 24in).

£3,000 - 5,000

US\$3,600 - 6,100

Provenance

Acquired directly from the artist



34

34 *

ISMAIL GULGEE (PAKISTAN, 1926 - 2007)

Untitled (Kufic Script)

Signed and dated '95 lower left

Oil on canvas

72 x 84cm (28 3/8 x 33 1/16in).

£5,000 - 7,000

US\$6,100 - 8,500

Provenance

Acquired directly from the artist

35 *

ISMAIL GULGEE (PAKISTAN, 1926 - 2007)

(Untitled) Ya Ali

Signed and dated '95 lower left

Oil on canvas

75 x 60cm (29 1/2 x 23 5/8in).

£5,000 - 7,000

US\$6,100 - 8,500

Provenance

Acquired directly from the artist



35

36

ISMAIL GULGEE (PAKISTAN, 1926 - 2007)

Untitled (Abstract on White)

Signed and dated '96 lower right

Oil on canvas

46 x 46cm (18 1/8 x 18 1/8in).

£2,500 - 3,500

US\$3,000 - 4,300

Provenance

Acquired directly from the artist



36

37 * TP

ISMAIL GULGEE (PAKISTAN, 1926-2007)

Untitled (Camels)

Lapis lazuli mosaic

£50,000 - 70,000

US\$61,000 - 85,000

Provenance

Private Kuwaiti collection

The present lot was commissioned directly from the artist in 1989/90.

Gulgee chose to use a complex and expensive process of stone mosaics, delicately creating chiaroscuro by selecting light and dark pieces of the naturally occurring semi-precious stone, lapis lazuli.

Reginald Massey speaks about Gulgee's process: "His chosen material is lapis lazuli which, in spite of the present troubles, still finds its way down from Afghanistan to Pakistan. The pieces are cut, polished and laid out by stone cutters. Then Gulgee selects the pieces he requires and has it cut out to the particular shape that he specifies. His considerations are those of colour, grade and feel. Finally, the piece is fitted into the portrait and secured with polyester adhesive. After the portrait is completed it gets a rubbing down with fine diamond powder. This brings out the intrinsic lustre of the lapis lazuli." (M. Ismaili, *Gulgee*, Ferozsons, 2000, p.18)







“Stone has been lying in the bowels of the earth for millions and millions of years and will not disintegrate or fade, that is why I use stone. It’s almost everlasting.”

Ismail Gulgee

38 *

ISMAIL GULGEE (PAKISTAN, 1926-2007)

Untitled (Marble Dancer)

Marble stone mosaic

109.5 x 79.5cm (43 1/8 x 31 5/16in).

£35,000 - 50,000

US\$43,000 - 61,000

Provenance

Private Kuwaiti collection

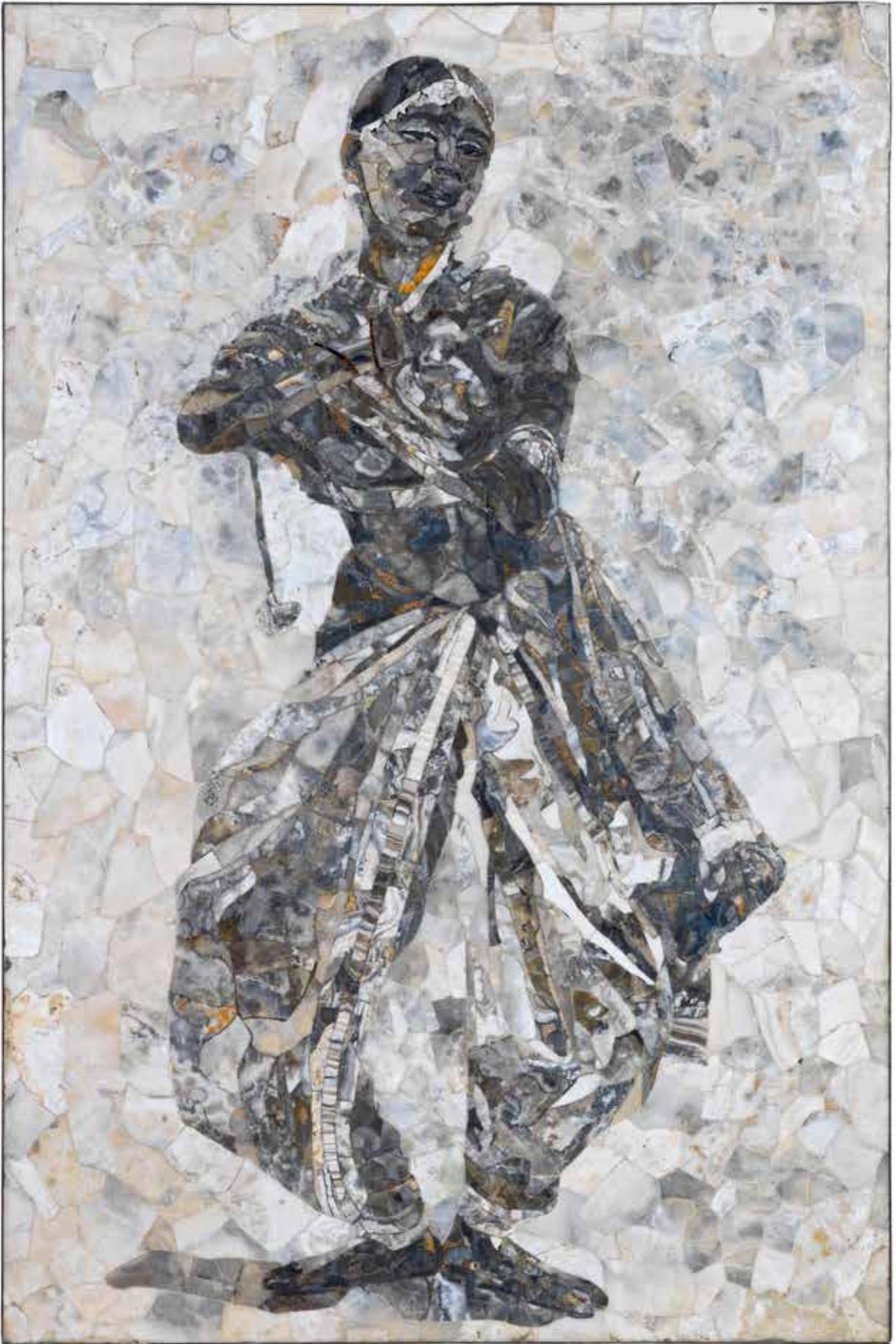
The present lot was commissioned directly from the artist in 1989/90.

Whilst visiting Afghanistan to paint portraits of the Afghan royal family in 1950s, Gulgee visited a marble workshop with the Minister of Trade. He was struck by the beauty and diversity of marble. The ripples and imperfections brought about a further dynamism than paint alone. Gulgee was excited by the complexity of this material and how he could manipulate it to recreate the dynamic realism of his painted works. His first piece was an onyx marble portrait of the King of Afghanistan.

“...the picture made of dark stones with hundreds of different shades appears as whole as though it were a finely executed painting on canvas.” (Annemarie Schimmel in M. Ismaili, *Gulgee*, Ferozesons, 2000, p.8)

An art critic in the Asian Post notes

“He has singlehandedly resuscitated the Byzantine art of mosaic portraiture and has taken the idiom many steps further; he has humanised the faces and invested them with 20th century sensibility and consciousness.” (M. Ismaili, *Gulgee*, Ferozesons, 2000, p.23)



39

ANWAR JALAL SHEMZA (PAKISTAN, 1928-1985)

Untitled (Triptych)

Signed and dated 1979 in Urdu lower right and further signed and dated 1979 in English on reverse.

Further inscribed 'Don't walk in front of me, I may not follow./Don't walk behind me, I may not lead./Walk beside me & just be my friend./ - Albert Camus' on reverse

Mixed media on cloth mounted on board

Each panel 14 x 33.4cm (5 1/2 x 13 3/20in) Entire work 45.5 x 33.4cm (17 9/10 x 13 3/20in).

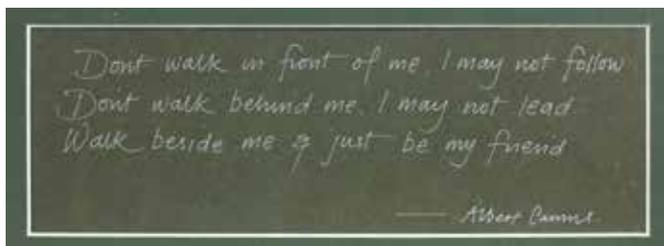
£4,000 - 6,000

US\$4,900 - 7,300

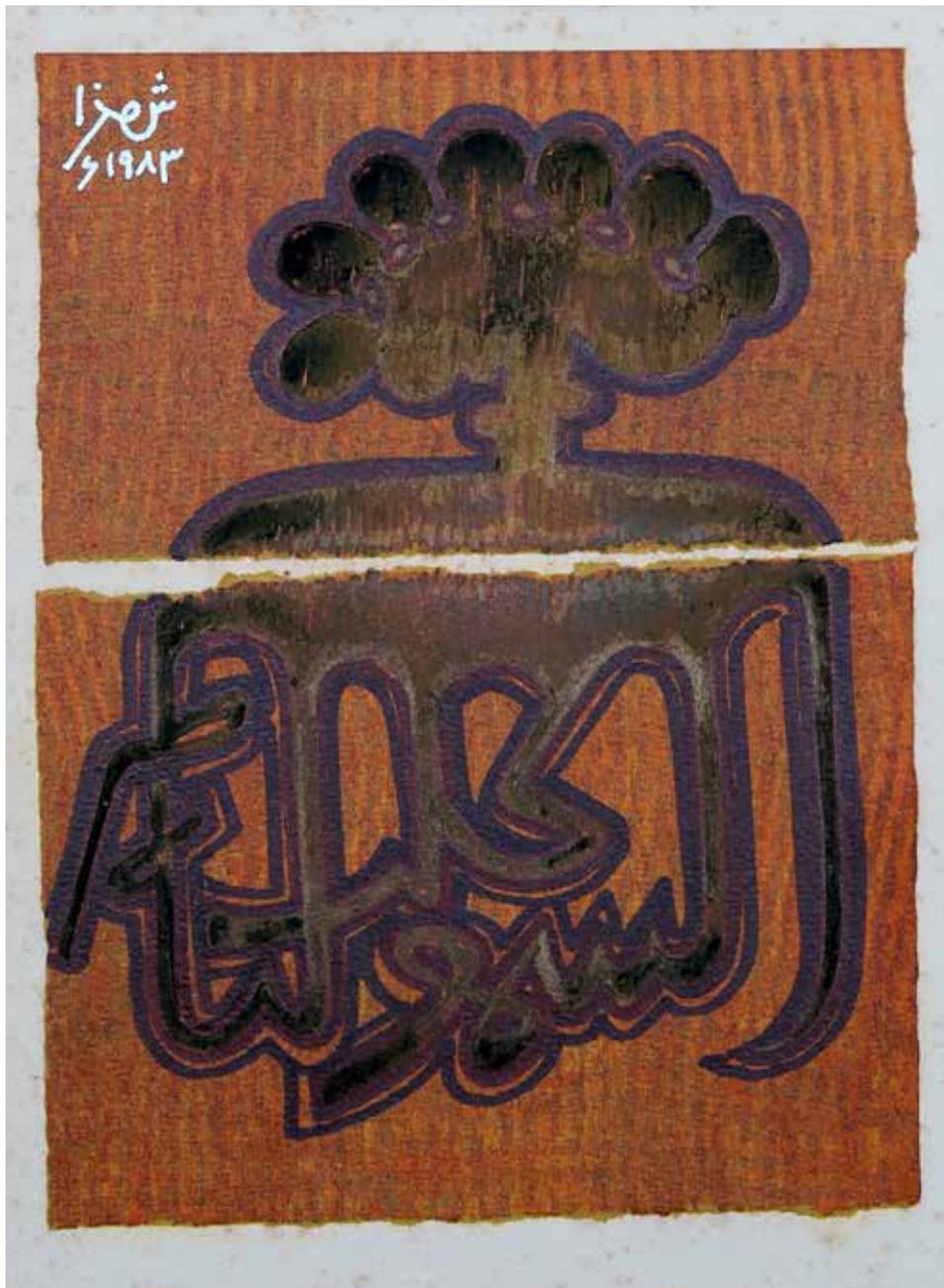
Provenance

Private UK collection

A gift to the present owner from the family of the artist







40 *

ANWAR JALAL SHEMZA (PAKISTAN, 1928-1985)

Golden Roots

Signed and dated 1983 in Urdu lower left, further signed,
dated and titled in English on reverse

Ink on paper

22 x 16 cm (8 11/16 x 6 5/16in).

£2,000 - 4,000

US\$2,400 - 4,900

Provenance

Private collection



41 *

ANWAR JALAL SHEMZA (PAKISTAN, 1928-1985)

Circuit 4

Signed and dated 1983 in Urdu lower left, further signed, dated and titled in English on reverse

Gouache and ink on paper

30.5 x 13.9cm (12 x 5 1/2in).

£2,000 - 4,000

US\$2,400 - 4,900

Provenance

Private collection

END OF SALE

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots for Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling 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 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-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- 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.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
 - 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
 - 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
 - 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the *Sale* of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);

- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

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.

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