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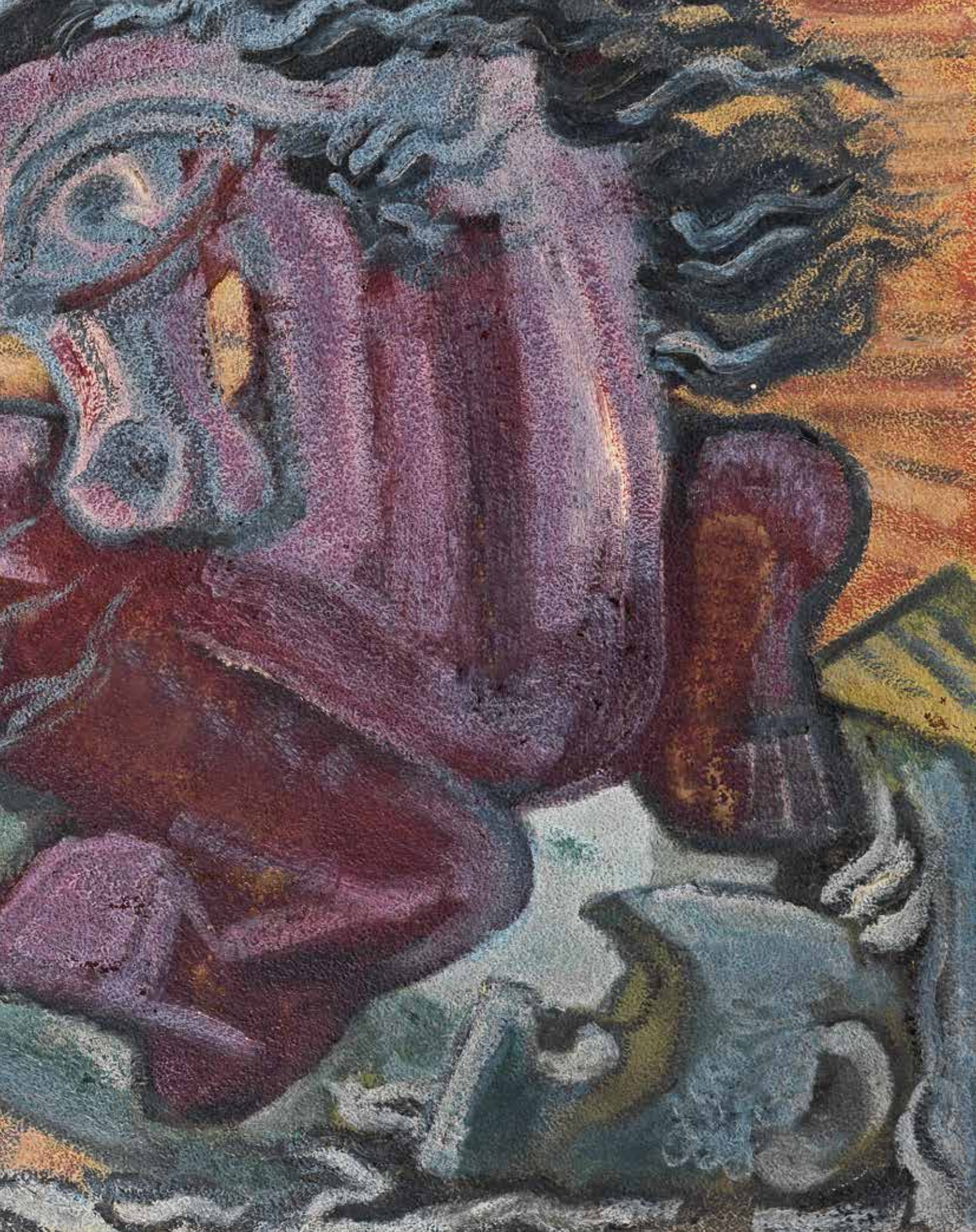


Modern & Contemporary Middle Eastern Art

New Bond Street, London | 24 October 2018



Felice Kamei 42





Modern & Contemporary Middle Eastern Art

New Bond Street, London | Wednesday 24 October 2018 at 3pm

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Thursday 18 October
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Front cover: lot 24
Back cover: lot 16
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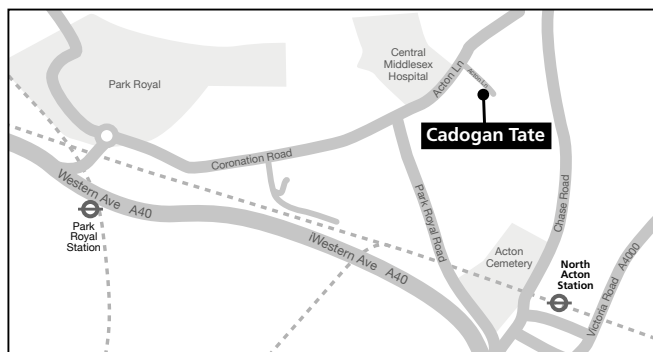
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1 *

FATEH MOUDARRS (SYRIA, 1922-1999)

Pilgrimage

oil on canvas, framed

signed "Moudarres" (lower right), further signed on verso and dated

"1973-1991", executed between 1973 and 1991

90 x 90cm (35 7/16 x 35 7/16in).

£7,000 - 10,000

US\$9,200 - 13,000

€7,800 - 11,000

To be sold without reserve

Provenance:

Property from a private collection, Dubai



2 *

FATEH MOUDARRS (SYRIA, 1922-1999)

The March

oil on canvas, framed

signed "Moudarres" (lower right), further signed on verso and dated

"1973-1991", executed between 1973 and 1991

90 x 90cm (35 7/16 x 35 7/16in).

£7,000 - 10,000

US\$9,200 - 13,000

€7,800 - 11,000

To be sold without reserve

Provenance:

Property from a private collection, Dubai



3 *

HUSSEIN MADI (LEBANON, BORN 1938)

Untitled (Still Life by Window)

acrylic on board

signed and dated (lower left), executed in 1995

85 x 100cm (33 7/16 x 39 3/8in).

£7,000 - 10,000

US\$9,200 - 13,000

€7,800 - 11,000

To be sold without reserve

Provenance:

Property from a private collection, Dubai



4 *

HUSSEIN MADI (LEBANON, BORN 1938)

Untitled (Rapture)

acrylic on canvas

signed and dated (lower right and verso), executed in 2007

120 x 120cm (47 1/4 x 47 1/4in).

£8,000 - 12,000

US\$10,000 - 16,000

€9,000 - 13,000

To be sold without reserve

Provenance:

Property from a private collection, Dubai



5^{AR}

SHAFIC ABBOUD (LEBANON, 1926-2004)

Fenetre Jaune (The Yellow Window)

oil on canvas, framed

signed "Abboud" and dated "57" (lower right), executed in 1957

26 x 34.6cm (10 1/4 x 13 5/8in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,400 - 5,600

Provenance:

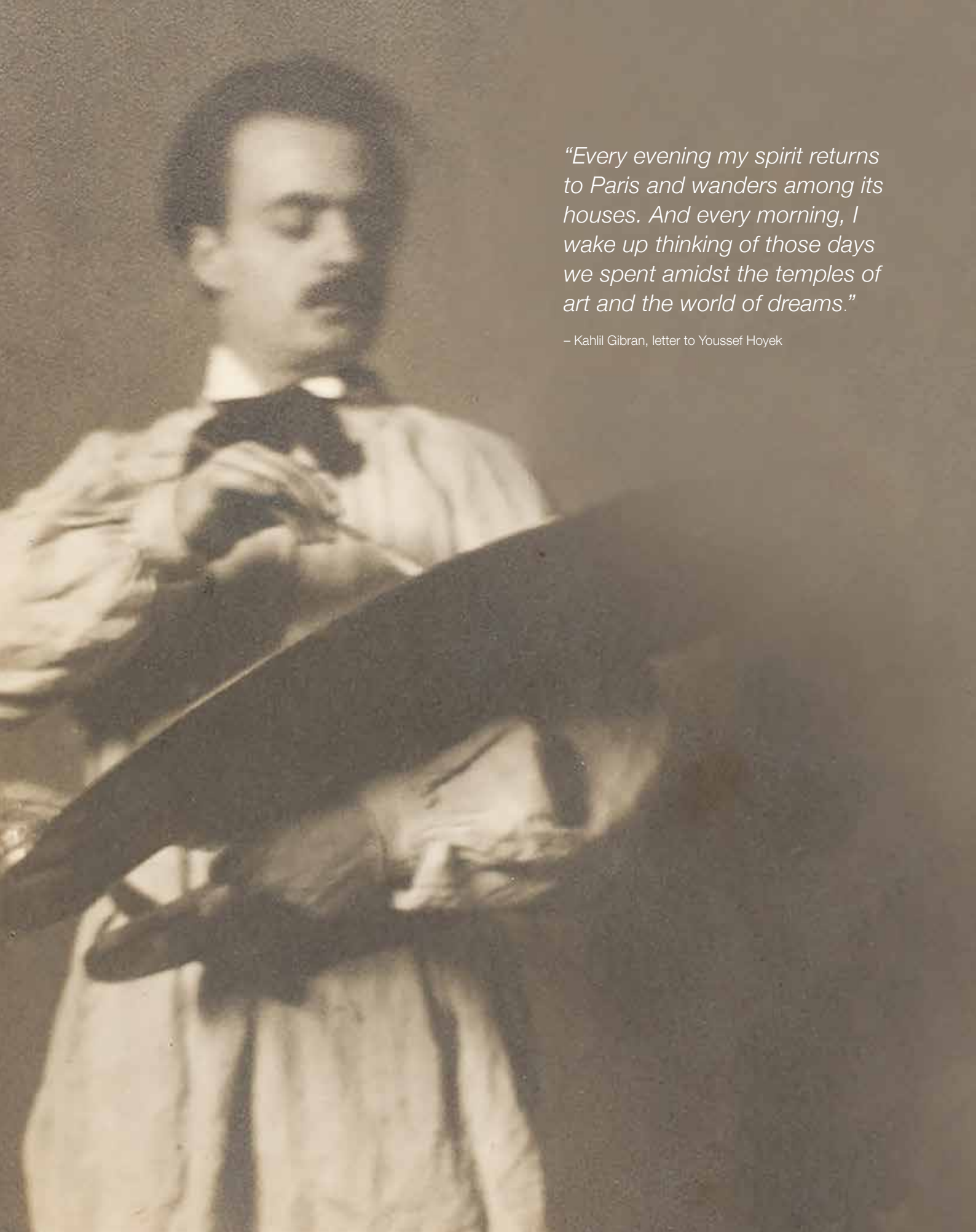
Property from a private collection, Netherlands

Publieke Veiling, Antwerp, Guillaume Campo, Lot 550

Publieke Kunstveiling, Orde Van Den Prince Mechelen, 12-12-1970,

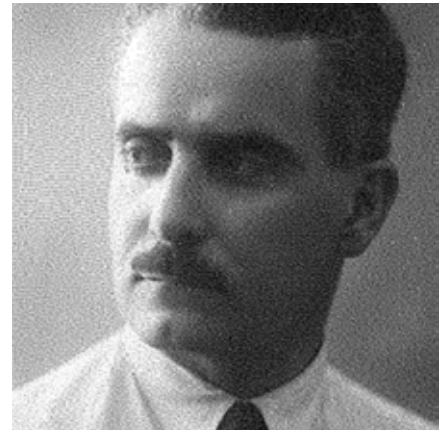
Lot 1





“Every evening my spirit returns to Paris and wanders among its houses. And every morning, I wake up thinking of those days we spent amidst the temples of art and the world of dreams.”

– Kahlil Gibran, letter to Youssef Hoyek



GIBRAN - RIHANI - HOYEK

AL-MAHJAR : “THE EXILES”

A Group of Rare and Extraordinary Works by Kahlil Gibran and Youssef Hoyek Including Property From The Collection Of Kahlil Gibran’s Descendants

Bonhams have the rare privilege of presenting perhaps one of the most important and unique discoveries of twentieth century Lebanese art ever to come to market. The first appearance of three seminal oil paintings by Kahlil Gibran at international auction, two of which are from the collection of the artist’s direct descendants and one which depicts the renowned Lebanese-American poet and intellectual Amin Rihani.

Painted between 1905-12 and archetypal of Gibran’s signature portrait style, the present works bear all the hallmarks that propelled the poet-artist to international fame. Together with a rare and enigmatic sculpture by Youssef Hoyek, the present body of works presents a compelling account of two of Arab arts earliest protagonists. Two of the works are backed by a glittering provenance, having been originally gifted to the artists closest cousin Nicholas Gibran, who joined him on his migration to the United States in 1905.

Kahlil Gibran, Youssef Hoyek and Amin Rihani were three pivotal figures in twentieth century Arab intellectual movement “Al Mahjar” or “The Exiles”. Whilst only Gibran and Rihani were formally members of the Mahjar literary movement, all three were pioneering figures and having left their homeland for a new life in America as early as the late 19th century, are some of the earliest emigre’s from the Arab world to have achieved significant global recognition, and would go on to form the literary and artistic backbone of Arab culture in the English speaking world.

The primary goals of The Mahajir were, in their own words “to lift Arabic literature from the quagmire of stagnation and imitation, and to infuse a new life into its veins so as to make of it an active force in the building up of the Arab nations”.

Childhood friends, Kahlil Gibran and Youssef Hoyek were reunited in Europe in 1908 when Gibran set off for two years to study art at the Academie Julian in Paris. Two years later, Gibran would meet Amin Rihani in Paris, forging a deep friendship with him which would see Gibran live with Rihani intermittently during his stays in New York city in subsequent years.

Gibran, Hoyek and Rihani’s relationship went far beyond mere professional or intellectual affiliation. Kindred spirits, and lifelong companions, the three would form a spiritual bond which permeated their respective literary and artistic output including the works in the present collection

K AHLIL GIBRAN (LEBANON, 1883-1931)

Portrait of Charlotte Teller (The Essence of her Body)

oil on canvas, framed

stamped "Paul Foinet Fils 21 Rue Brea" on the verso, executed circa 1908-1910

66 x 50cm (26 x 19 11/16in).

£20,000 - 30,000**US\$26,000 - 39,000****€22,000 - 34,000****Provenance:**

Property from the collection of the artist's descendants, San Diego, Originally gifted by the artist to his first cousin Nicholas Gibran, Inherited from the above by his daughter, Susan Miriam Gibran Thence by descent to the present owners



Photograph of Charlotte Teller

Best known for literary works including *The Prophet* and *The Madman*, Kahlil Gibran was born in Besharri, Lebanon before immigrating with his family to Boston's South End in 1895. After completing his literary and artistic education in Beirut and Paris he returned permanently to his adoptive home, The United States, whilst remaining a Lebanese citizen till the end of his life.

His magnum opus, *The Prophet*, made up of 26 prose poems delivered as sermons by a wise seer called Al Mustapha, has never been out of print since it was first published in 1923. A perennial classic, it has been translated into more than fifty languages and is a staple of international best-seller lists, its success has been so resounding that after Shakespeare and Lao Tzu, Gibran is considered the world bestselling poet, with over nine million copies of *The Prophet* having been sold in America alone.

As an artist, Gibran possessed a talent and sophistication arguably on a par with his literary works, and his fluency in both the art of the brush and the written word is what earned him the accolade, attributed to Rodin, of the "William Blake of the 20th Century". In 1908, Gibran travelled to Paris and enrolled in the popular atelier of Rodolphe Julian, through which Matisse, Bonnard, and Léger, among others, had also passed. He also attended classes at the *École des Beaux-Arts* and studied under Pierre Marcel Béroneau, a well-known painter and disciple of Gustave Moreau. It is here where he was schooled in symbolism and aestheticism, prominent 19th century art movements that would have a marked influence on much of his subsequent work.

In Paris as in later life, Gibran mixed with the intellectual elites of his time, including figures such as WB Yeats, Carl Jung and August Rodin, all of whom he also painted. His artistic work drew many accolades and in Paris, Gibran succeeded in being invited to participate in one of the most prestigious annual exhibitions, the *Salon d'automne*, which counted Paul Cézanne, Henri Matisse, and Paul Gauguin among its alumni.

Both a protégée and friend of Gibran's, the subject of the present portrait, Charlotte Teller, was a freelance journalist, writer and active suffragette, having met Gibran through Mary Haskell. Following Gibran's return to Boston from Paris, Charlotte also encouraged him to think of relocating to New York. She sat for Gibran many times in Boston and New York. Charlotte and Gibran "... confirmed each other in their belief in reincarnation ... In response Charlotte often speculated that Gibran was "Rossetti and Blake reborn"

The present portraits showcase the quintessential elements of Gibran's artistic practice. Incorporating the stylistic and philosophical underpinnings of the aestheticists, Gibran sought beauty and poetry as an antidote to worldly woes and the transience of existence.

The elevation of beauty as an ideal was characteristic of symbolists such as Rodin and Blake, who favoured romance over realism, and in a century inhabited by artists pursuing political, revolutionary and iconoclastic agendas, the soft, romantic grace of Gibran's work was an affirmation of beauty as a transcendental and apolitical ideal, echoed the inclusive and unifying hue of his poetry.

Exhibiting a soft, diaphanous and almost dream-like quality, there is a strong suggestion of his figures inhabiting a purely spiritual realm, unshuffled by the fetters of earthly existence.

In an artistic style inspired by the mystical paintings of Eugene Carrière, Gibran's dream-like solitary figures constantly remind us of the theme of spiritual unity that flows through his writing. The artist who "kept Jesus in one half of his bosom and Muhammad in the other," believed that a universal "religion of the heart" could create harmony between people of different faiths. Strongly influenced by Sufism, Gibran once wrote, "I love you when you bow in your mosque, kneel in your temple, pray in your church. For you and I are sons of one religion, and it is the spirit."

Sensuous and free flowing, Gibran's works are committed to the aesthetic principle of depicting suggestion over statement, of establishing an "aesthetic mood" over making grand visual gestures. It is this form of gentle, sensitive draughtsmanship, which is so arousing in Gibran's works, and which justifies his position as one of the most enigmatic, admired and talented cultural figures of the twentieth century.



“Beauty is eternity gazing at itself in the mirror”

– Kahlil Gibran

KAHLIL GIBRAN (LEBANON, 1883-1931)

Portrait of Yamile (The Essence of Her body)

oil on canvas, framed

stamped “Paul Foinet Fils 21 Rue Brea” on the verso, executed circa

1908-1910

74 x 54cm (29 1/8 x 21 1/4in).

£20,000 - 30,000

US\$26,000 - 39,000

€22,000 - 34,000

Provenance:

Property from the collection of the artist's descendants, San Diego,

Originally gifted by the artist to his first cousin Nicholas Gibran,

Inherited from the above by his daughter, Susan Miriam Gibran

Thence by descent to the present owners

Note:

The present portrait is of the artist's Landlady in Boston, Yamile





8

YOUSSEF HOYEK (LEBANON, 1883-1962)

Ascension

plaster

signed and dated "1944" on base

Height: 47cm

£6,000 - 10,000

US\$7,900 - 13,000

€6,700 - 11,000

Provenance:

Property from the collection of Georges El-Zeenny, Beirut
Thence by descent to the present owner, London

*"The soul is a heavenly flower
that cannot live in the shade."*

- Letter from Kahlil Gibran to Youssef Hoyek

Youssef Hoyek's father, Saadallah Howayek, was a Councillor elected into the Ottoman Mutassarref's (Governor) Administrative Council. His grandfather was the village priest and his uncle was the Patriarch Howayek.

Hoyek first traveled to Rome and studied classical art. He later moved to Paris to join Kahlil Gibran who had come from the other side of the Atlantic. Gibran and Hoyek had known each other from Lebanon, and became closer friends in Paris being from the same part of the world and the same age. They also had the same passion for painting and sculpture, studying art with Auguste Rodin for two years (1909 and 1910). Amin Rihani joined them in Paris for a short while.

Soon after Hoyek discovered that he preferred sculpture to painting. When he returned to Lebanon in 1939, Hoyek devoted his time and creativity to sculpting. He formed a small clique with two of his contemporaries, Youssef Gossoub and Halim Hajje. All three remained traditionalists in their field, influenced by the classical masters of Europe. Hoyek employed the "cast" and relief technique as his favorite means of expression, and the solemnity and grace of his compositions can be almost interpreted as the figures of Kahlil Gibran transformed into sculpture.



9 *

**KAHLIL GIBRAN
(LEBANON, 1883-1931)**

Portrait of Amin Rihani
oil on panel, framed
labelled "Louis Katz Art Galleries, 309
Columbus Ave No 6364" (on verso of frame),
executed circa 1908-1912
43 x 33cm (16 15/16 x 13in).

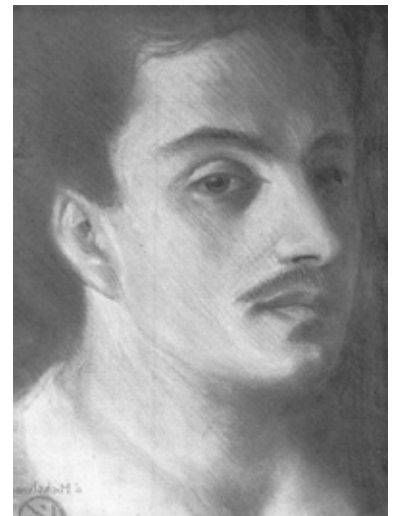
£15,000 - 25,000
US\$20,000 - 33,000
€17,000 - 28,000

Provenance:

Property from a private collection, Canada
Property from a private collection, Boston
Louis Katz Art Galleries, New York, by 1912

The present portrait of Amin Rihani is a striking, intimate, almost amorous representation of the renowned poet and author painted during a period when him and Kahlil Gibran were living together in New York. Rihani is the founding father of Arab-American literature.

His early English writings mark the beginning of a school of literature that is Arab in its concern, culture and characteristic, English in language, and American in spirit and platform. He is the first Arab to write English essays, poetry, novels, short stories, art critiques, and travel chronicles. He published his works in the U. S. during the first four decades of the twentieth century. In this sense, he is the forerunner of American literature written by well known Middle Eastern writers.



© Kahlil Gibran, Self portrait, 1908,
Gibran National Committee.

*“Some were not able to produce any art during the war,
but I was painting without stop. My war was my painting,
my revenge was my colours, and my biggest revenge was
always love, beauty and nature even in the darkest of times”*

- Paul Guiragossian

10 *

PAUL GUIRAGOSSIAN (LEBANON, 1926-1993)

Celebrations

oil on canvas, framed

signed “PAUL.G” (lower left), executed in 1990

150 x 135.5cm (59 1/16 x 53 3/8in).

£40,000 - 60,000

US\$52,000 - 79,000

€45,000 - 67,000

To be sold without reserve

Provenance:

Property from a private collection, Dubai

Dubai , International Modern and Contemporary Art, Christie's, 30 April

2008, lot 87

Note:

This work is sold with a photo certificate from the Paul Guiragossian
Foundation





11

11 *

HAMED NADA (EGYPT, 1924-1990)

The Horse and the Dancers

oil on panel, framed

signed and dated "1989" (lower left), executed in 1989

59 x 43cm (23 1/4 x 16 15/16in).

£20,000 - 30,000

US\$26,000 - 39,000

€22,000 - 34,000

Provenance:

Property from a private collection, Alexandria

Formerly in the private collection of Dr Mostafa Abdel Moity, the former Director of Accademia d' Egitto in Rome

Acquired directly from the artist by the above in the late 1980s

12 *

HAMED NADA (EGYPT, 1924-1990)

Zaar with Tuba

oil on canvas mounted on board, framed

signed and dated "1981" (lower right), executed in 1981

100 x 70cm (39 3/8 x 27 9/16in).

£35,000 - 50,000

US\$46,000 - 66,000

€39,000 - 56,000

Provenance:

Property from a private collection, Alexandria

Formerly in the private collection of Dr Mostafa Abdel Moity, the former director of Accademia d' Egitto in Rome

Acquired directly from the artist by the above in the late 1980s



12

“Any work of art that does not have surrealist elements is no work of art. In other words, no matter what colour or direction spontaneous expression takes, a work of art can’t be devoid of the artist’s subjectivity if it is true art.” -Hamed Nada cited in Whaatani Newspaper, 1 November 1959.

Hamed Nada was an integral member of the Contemporary Art Group founded by Hussein Youssef Amin (1904-1984) in 1944. The movement explored issues of social realism and surrealism. Like his mentor Youssef Amin, Nada was fascinated by the mural quality of children’s drawings, which particularly impressed him while teaching art at primary school in the 1950s as proved by lack of perspective and the figure’s stylisation in these works. From the mid-1950s onwards Nada looked at the work of Ragheb Ayad, from the first generation of Egyptian pioneer artists, who had reinterpreted pharaonic art in his portrayals of ordinary Egyptians. Also for inspiration Nada looked to Nubian folk art and African primitive art.

Since the 1970s, Hamed Nada’s oeuvre gradually shifted from tragic themes of the struggles of working-class subjects to more joyful and energetic scenes. The colours became more vibrant and the works displayed far more movement and rhythm than before. Both of these works provide you with a unique glimpse into the inner-workings of Nada’s lucid imagination and realisation of liberalised Egyptian men and women. A nouveau twist on ancient Egyptian art, Nada incorporates depictions of animals in his works reminiscent of hieroglyphics on ancient tombs, temples and cartouches. His use of animals further commemorates pharaonic mythology, where they existed both in reality and the celestial world.



13

Two Rare and Magnificent Works by Fouad Kamel from the Collection of the Artist's Niece

13 *

FOUAD KAMEL (EGYPT, 1919-1973)

Warhorse

oil on glass

signed and dated "62" (lower center), executed in 1962

40 x 69cm (15 3/4 x 27 3/16in).

£30,000 - 50,000

US\$39,000 - 66,000

€34,000 - 56,000

Provenance:

Property from the artists niece, Egypt

Originally in the collection of the artists sister, Kadria Kamel

14 *

FOUAD KAMEL (EGYPT, 1919-1973)

The Demon

oil on glass

executed circa 1960's

40 x 68cm (15 3/4 x 26 3/4in).

£40,000 - 60,000

US\$52,000 - 79,000

€45,000 - 67,000

Provenance:

Property from the artists niece, Egypt

Originally in the collection of the artist's sister, Kadria Kamel

Piercing, acerbic and magnificent, Fouad Kamel's brazen compositions of surrealist figures are a confident, bold and technically masterful example of the Art and Liberty movements incredible artistic output. Ghoulish, otherworldly and distorted, his figures nevertheless demonstrate a sense of vigour and strength. The present works come from the distinguished collection of the artists family, having originally been painted for his sister Kadria, who was one of Fouad's principal muses

The first composition, "Warhorse" is a symbol of power and voluptuousness, of aggressive carnality, and tramples over a chaotic morass of figures and objects, recalling Dalí's ghoulish rampant horse figure in the seminal "Temptation of St Anthony". In the subsequent, a mischievous Demon with a reptilian body carries noxious poison in a cauldron, a symbol of witchcraft and sorcery, its snake like form reminiscent of Ancient Egyptian devil deities and its red colour associated with the malicious spirits in folk Egyptian culture which the famous "Zaar" ceremony sought to expel.

The Egyptian Surrealist movement, "Art E Liberte", was founded by George Henein with a group of Egyptian and expatriate avant-garde artists in protest against Fascist and Nazi anti-art sentiment. They called their art 'decadent', in support of the poet Andre Breton, and his statement, signed by Mexican artist Diego Rivera, "Towards an Independent Art".

They rebelled against the current artistic, social and political situation, and called for the overthrow of widespread norms, and for individualist thought and freedom in the face of obedience and subordination. This group may be credited with sparking the rebellion against academic stagnation and the reduction of art to a craft governed by prescriptive rules. With their refined culture, deep faith and heroic sacrifices, they managed to attract a large number of talented artists to their cause, and with this Surrealism flourished in Egypt.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

“Between death and everlasting life there is a fierce battle producing a most dreadful mutilation which I encounter in my paintings. Indeed, into the depths of everything a spirit is creeping, even into the inanimate”

– Fouad Kamel



“They deconstruct writing, exploit the letter and turn it into a lexical sign of calligraphy, tradition and cultural heritage. As the sign is purely aesthetic, and only linguistic in its cultural association, it opens hitherto untraveled avenues for interpretation, and attracts different audiences, yet still maintains a link to the respective artist’s own culture... Hurufiyya artists do away with the signifying function of language. The characters become pure signs, and temporarily emptied of their referential meaning, they become available for new meanings.

– Christiane Treichl

Hurrufiya - The Art Of The Word

The Hurufiyya movement was an aesthetic movement that emerged in the late twentieth century amongst Arabian and North African artists, who used their understanding of traditional Islamic calligraphy, within the precepts of modern art. By combining tradition and modernity, these artists worked towards developing a Pan-Arab visual language, which instilled a sense of national identity in their respective nation states, at a time when many of these states were shaking off colonial rule and asserting their independence.

They adopted the same name as the Hurufi, an approach of Sufism which emerged in the late 14th–early 15th century. Art historian, Dagher, has described hurufiyya as the most important movement to emerge in the Arab art world in the 20th-century.

The term, hurifiyya is derived from the Arabic term, harf which means letter (as in a letter of the alphabet). When the term is used to describe an contemporary art movement, it explicitly references a Medieval system of teaching involving political theology and lettrism. In this theology, letters were seen as primordial signifiers and manipulators of the cosmos. Thus, the term is charged with Sufi intellectual and esoteric meaning.

Traditional hurufi art was bound by strict rules, which amongst other things, confined calligraphy to devotional works and prohibited the representation of humans in manuscripts. Practising calligraphers trained with a master for many years in order to learn both the technique and the rules governing calligraphy. Contemporary hurufiyya artists broke free from these rules, allowing Arabic letters to be deconstructed, altered and included in abstract artworks

Some scholars have suggested that Madiha Omar, who was active in the US and Baghdad from the mid-1940s, was the pioneer of the movement, since she was the first to explore the use of Arabic script in a contemporary art context in the 1940s and exhibited hurufiyya-inspired works in Washington in 1949. It is clear that by the early 1950s, a number of artists in different countries were experimenting with works based on calligraphy, including the Iraqi painters Dia Azzawi and Shakir Hassan Al-Said who were pioneers in experimenting with the graphic possibilities of using Arabic characters



15 ★ AR

DIA AZZAWI (IRAQ, BORN 1939)

Coloured Letters
oil on canvas, framed
signed "Dia Azzawi" and dated "70" in Arabic (lower left), inscribed
"Coloured Letters, Dia Al Azzawi , 1970, Baghdad" in Arabic and
English on verso
90 x 80cm (35 7/16 x 31 1/2in).

£18,000 - 25,000
US\$24,000 - 33,000
€20,000 - 28,000

Provenance:

Property from the collection of George Edwin Wishon, American
Cultural Attaché in Iraq, circa 1970
Thence by descent to the present owner

"In the introduction of the exhibition catalogue of a show I had in Washington D.C. that talked about the use of calligraphy in my works, the curator wrote that he could not see Arabic calligraphy in my works but rather a series of 'signs'. That statement gave me more confidence in what I was doing. By trying to produce an art that is accessible to everyone I was not only attempting to bridge the contemporary and the ancient, but also to bridge Western and Eastern art"

- Dia Azzawi

16

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

Window to the Word (Hurrufiyya)
mixed media on cardboard laid onto canvas
signed and dated 1966 on the verso
125 x 125cm (49 3/16 x 49 3/16in).

£10,000 - 15,000

US\$13,000 - 20,000

€11,000 - 17,000

Provenance:

Property from the family collection of Shakir Hassan Al-Said

“From a philosophical point of view, according to Al Said, the One-Dimension is eternity, or an extension of the past to the time before the existence of pictorial surface; to the non-surface. To Al Said our consciousness of the world is a relative presence. It is our self-existence while our absence is our eternal presence”
- Dr Nada Shabout

An artist of unfathomable versatility, Shaker Hassan’s movement from figurative, folk motifs towards an increasingly abstract, spiritual form of calligraphic representation demonstrates the consummate technical and conceptual variety this illustrious artist possessed.

Conceiving of calligraphy as primarily a form of spiritual practice, Shakir Hassan explores the primitive and mystical functions of the Arab letter form in a manner seldom seen in the history of Islamic calligraphy. Academic, formalized and rigid, calligraphy was traditionally the highest form of religious and court craft in the Arab world.

Shakir Hassan completely subverts these principles, for him, as with the Sufi’s who communicated using a mystical coded numerological alphabet, the meaning pregnant dimensions of calligraphic practice lie in the meditative, introspective and contemplative aspects of the creation of letter-forms.

The primitive freedom, abstraction and lightness with which Al Said treats his calligraphic representations emphasize the conceptual economy which the One Dimension Group professed. For Al-Said, the “One Dimension”, the spiritual point of convergence between the man and the divine, was a mercurial place, a belief aesthetically expressed in the faintness, delicacy and ethereal nature of his calligraphy.

Densely inter-locked forms, relief-like imprints and a sense of spontaneity all pervade the composition. For his canvas, Al Said chooses the rugged aesthetic of the urban wall, breaking the constraints of conventional “easel” painting and ultimately questioning the validity of the very notion of an “artistic surface”.





17



18

17 *

MAHER RAIEF (EGYPT 1926-1999)

HA-HA-HA

oil on panel, framed

signed "M. Raief" (lower right), executed circa late 1980's
48 x 63.5cm (18 7/8 x 25in).

£8,000 - 12,000

US\$10,000 - 16,000

€9,000 - 13,000

Provenance:

Acquired directly from the artist by the present owner in the late 1980's.

18 *

MAHER RAIEF (EGYPT 1926-1999)

NUN-SHIN

oil on panel, framed

signed "M. Raief" (lower right), executed circa late 1980's
48 x 63.5cm (18 7/8 x 25in).

£8,000 - 12,000

US\$10,000 - 16,000

€9,000 - 13,000

Provenance:

Acquired directly from the Artist by the present owner in the late 1980's.



19 *

JAMIL HAMOUDI (IRAQ, 1924-2003)

Hurrufiya

oil on canvas mounted on board, framed
signed "Jamil Hamoudi" and dated "1992" (lower right), executed in
1992

40 x 55cm (15 3/4 x 21 5/8in).

£5,000 - 7,000

US\$6,600 - 9,200

€5,600 - 7,800

Provenance:

Property from a private collection, Amman

"Now calligraphy for the Arab artist was for centuries a major outlet of creativity: he employed it inventively and in endless modulations to express a powerful aesthetic impulse often associated with 'spiritual' feelings, largely because most of the phrases thus written were of a religious nature.

The words were sufficient unto themselves as 'content', the beauty of their meaning being reflected in the beauty of their configuration. With the advent of the one-dimensionist trend in the sixties, calligraphy for the painter had acquired a freedom of form and significance which the old calligraphers would not consider relevant to their sacred, conventional art.

Already Madiha Omar, back in the late Forties and early Fifties, had made whole paintings out of individual letters: she was the forerunner of this way of turning the alphabet into a pretext for linear and color compositions. Jameel Hammoudi, away in Paris at the time, brought this new 'script' into his abstract paintings, then gradually, after his return to Baghdad, and especially more recently, made the letter the a raison d'être of many of his works." - Jabra Ibrahim Jabra



20

20 *

MADIHA OMAR (SYRIA, 1908-2005)

Arabesques I

mixed media on paper, framed
signed "Madiha Umar", dated "1985" and inscribed "N.Y"
(lower right), executed in 1985
35 x 30cm (13 3/4 x 11 13/16in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,400 - 5,600

Provenance:

Property from a private collection, Amman

21 *

MADIHA UMAR (SYRIA, 1908-2005)

Arabesques II

mixed media on paper, framed
signed "Madiha Umar", dated "1985" and inscribed "N.Y"
(lower right), executed in 1985
35 x 30cm (13 3/4 x 11 13/16in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,400 - 5,600

Provenance:

Property from a private collection, Amman

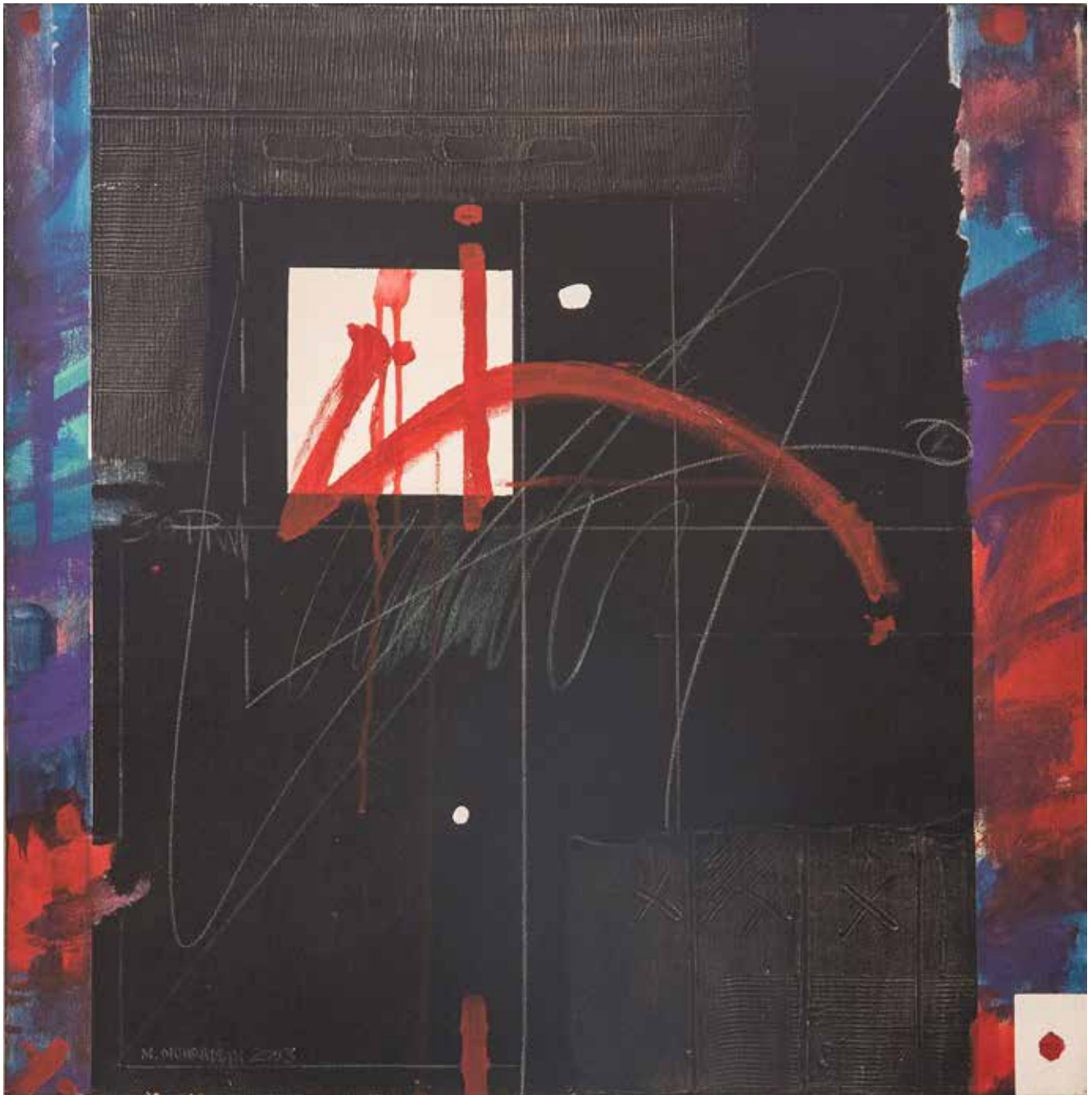


21

The first Iraqi woman to receive a scholarship from the government to study in Europe, Madiha Omar officially studied education but also pursued lessons in art. In 1933, she graduated from the Maria Grey Training College, London. Returning to Baghdad, Omar taught painting at the Teachers Training School for Women and later became head of the arts department. In 1942, she relocated to Washington, DC, where she received an MFA from the Corcoran School of Art in 1959 and studied art education at George Washington University. She held her first exhibition in Georgetown's public library, Washington, DC, in 1949.

Upon her return to Iraq, she taught at the Academy of Fine Arts, Baghdad, and became a member of the One Dimension Group of 1971. From 1950–80 she held eighteen solo exhibitions. She also participated in numerous international art conferences and group exhibitions and her work has featured in modern Middle Eastern and Iraqi group shows such as Strokes of Genius: Contemporary Iraqi Art, Brunei Gallery, London, travelling exhibition, 2000–02; Word into Art, British Museum, London, 2006; and Modernism and Iraq, Wallach Art Gallery, Columbia University, New York, 2009.

Omar's work is regarded as the precursor to Hurufiyah (a trend that was particularly popular amongst Arab artists during the 1960s and 1970s), as she was one of the first artists to explore the formal qualities of the Arabic letter in contemporary art in 1944. Her work is held in collections including Mathaf: Arab Museum of Modern Art, Doha, and Jordan National Gallery of Fine Arts, Amman



21A *

MOHAMMAD MOHREDDIN (IRAQ, BORN 1938)

Abstract Ensemble on Black
mixed media on canvas, framed
signed "M.Mohreddin" and dated "2003" (lower left), executed in
2003

70 x 70cm (27 9/16 x 27 9/16in).

£4,000 - 6,000

US\$5,200 - 7,900

€4,500 - 6,700

Provenance:

Property from a private collection, Amman

Masters of Middle Eastern Sculpture

Lots 22 - 30





A Rare and Magnificent Basalt Sculpture by Mahmoud Mokhtar

22 *

MAHMOUD MOKHTAR (EGYPT, 1891-1934)

On the Banks of the Nile

basalt

signed "M. Mokhtar" on the base, executed circa late 1920's

Height: 37cm

£150,000 - 250,000

US\$200,000 - 330,000

€170,000 - 280,000

Provenance:

Property from a private collection Cairo


Originally in the collection of Dr Mohammed Fakhry

Thence by descent to Layla and Ahmed Mohammed

Fakhry

Acquired directly from the above by the present owner

Dr. Emad Abou Ghazi has kindly confirmed the authenticity of this work.



*"There had been no sculptor
in my country for seventeen
hundred years and the images
that appeared among the ruins
and sands at the edge of the
desert were considered accursed,
evil - no one should go near"*

- Mahmoud Mokhtar

*"On the Banks of the Nile portrays
a female peasant who can be
considered a symbol for our
entire people"*

- Dr. Emad Abou Ghazi

PARIS



Bonhams are proud to present the rare appearance of a carved basalt sculpture by Mahmoud Mokhtar. Poignant, enigmatic and graceful, “On the Banks of the Nile” is the archetypal synthesis of Mokhtar’s representations of the noble Egyptian rural peasant or fellaha

Mokhtar’s empathetic and stylized representations of Egyptian daily life, pronounced so touchingly in the present work, would later be regarded as the supreme expression of Egyptian artistic heritage in the twentieth century.

Tender and ennobling in its portrayal of the dignified Egyptian fellaha (or peasant woman), the sculpture is evidence of an artist who captured the true spirit of the age in his penetrative renderings of the Egyptians and their everyday plight.

Mahmoud Mokhtar is considered a pioneer of modern Egyptian art, yet he also occupies a prominent place in the history of the modern Egyptian nation. Self-styled as the first Egyptian sculptor in over two millennia, Mahmoud Mokhtar deftly blended Pharaonic imagery with a modern European sculptural aesthetic to create quintessentially nationalist Egyptian artwork.

Mokhtar was born in 1891 into a fellaheen/peasant family in the town of Tunbarah near the central Delta town of al-Mahallah al-Kubra, son of an omdah [local village mayor], named Ibrahim el-Essaoui. The artist would later recall molding figurines out of mud from the Nile riverbanks during his childhood. Around 1900, he moved with his mother and his two sisters, Hafeethah and Badee’a, to Cairo where he attended primary school, learned Arabic and French, and experienced the modern and traditional architecture of the city of Cairo.

In 1908, Mokhtar joined the first class at the École Égyptienne des Beaux-Arts when it opened in Darb al-Gamameez. There, he studied the traditional curriculum of the French Beaux-Arts, and began sculpting allegorical figures of Islamic history in a classic academic style. After graduating top of his class in 1912, Mokhtar travelled on scholarship funded by Prince Youssef Kamal to attend the École des Beaux-Arts in Paris. He enrolled in the studio of French sculptor, Jules-Felix Coutan, as a visiting student. As the pedagogical methods were based in the study of ancient art, he increasingly incorporated ancient Egyptian themes into his work.

Mokhtar lived a meager existence for the remainder of the 1910s in Paris and worked various menial jobs while continuing to sculpt. He briefly replaced Guillaume Laplange as interim artistic director of a wax museum, Musée Grévin, at the end of World War I. At the museum, Mokhtar sculpted statues of political leaders, such as Georges Clemenceau and Woodrow Wilson, and celebrities such as ballerina Anna Pavlova and the Egyptian singer Oum Kalthoum.

Mokhtar was deeply moved by the 1919 Revolution in Egypt against the British occupation, and sculpted a small model called Nahdat Misr [Egypt Awakening], for the Salon des Artistes Français in 1920. The work, which Saad Zaghloul considered an expression of national revival, depicts a fellaha and a sphinx, representing the magnificent history of ancient Egypt and the agricultural prowess of the Nile Valley. The piece immediately drew attention from a group of visiting Egyptian students, including noted politician Wissa Wassef. The students returned to Cairo with a campaign to commission, fund, and erect a monumental version of the sculpture. After eight years of fundraising and unpredictable political upheaval, the sculpture was unveiled on Sunday, 20 May 1928 in Bab el-Hadid Square (currently Ramses Square), facing the Cairo railway station (later to be moved outside Cairo University in 1955). Nahdat Misr was the first publicly exhibited sculpture by an Egyptian artist, and continues to be a powerful symbol of the modern nation to this day.

During visits to Egypt, Mokhtar assumed a leading position in the nationalist art movement, distinguishing him from the pioneer painters, such as Youssef Kamel, Ragheb Ayad, Ahmed Sabry, Mahmoud Said, and Mohamed Naghi. Mokhtar participated in demonstrations for independence and created statues to express national identity, calling for social and political reform. An influential member of the Wafd Party, Mokhtar and prominent writers including Abbas Mahmoud el-Aqqad, Abdelqader al-Mazani, and Mahmoud Azmi wrote critical newspaper articles aimed at enhancing art appreciation among intellectual elites. Mokhtar was not simply an artist, rather he mobilized his art for the larger anti-imperialist nationalist movement.

Because of Nahdat Misr, Mokhtar rose to national prominence, gaining the ability to maintain studios in both Cairo and Paris. In 1930, he exhibited bronze, marble, and stone pieces at the renowned Bernheim-Jeune Gallery in Paris. In these works, he blended Pharaonic imagery with a classicist aesthetic. The most famous, al-Khamaseen (1929), portrays a fellaha moving against the sand storms that blow for fifty days during Egyptian spring. As she battles forward, her cloak billows behind her, revealing the contours of her body. The press lauded the exhibit, and the French government purchased the stone copy of Arous al-Nil (Bride of the Nile), currently in the Centre Georges Pompidou in Paris.

In 1934, Mokhtar died of leukemia. Afterwards, prominent intellectuals along with the Society of Mokhtar’s Friends, headed by Egyptian feminist Huda Sha’arawi, campaigned tirelessly to open a museum for his work. In 1952, the Mahmoud Mokhtar Museum, designed by Ramses Wissa Wassef, opened on Gezirah Island in Cairo. It continues to hold the majority of the artist’s works.

Mokhtar continues to be esteemed as Egypt’s most famous sculptor despite his relatively short career. Not only did his art and writing set the stage for modern Egyptian art history, his works, Nahdat Misr in particular, played an active role in larger history of modern Egypt.

"Mokhtar was a devoted son of Egyptian female villagers, whom he idolized in his works as a graceful symbol of Egypt. Mokhtar is the genuine product of Egypt, he came from its countryside, he formed the conscience of a whole nation, so he has been etched in the national memory as our pioneering sculptor"

- Mohsen Shaalan



“A critic once told me that my work has a European influence. I object! It is a universal influence, what I experience everyone in the world experiences, and in fact, all of the rules I apply to my sculpture are derived from Islamic Geometric design”

- Saloua Choucair

23 *

SALOUA RAOUDA CHOUCAIR (LEBANON, 1916-2017)

Dual

interlocking wooden sculpture in two pieces
signed (on the base), executed circa 1975-1977
25 x 20cm (9 13/16 x 7 7/8in).circumference: 70cm

£18,000 - 25,000

US\$24,000 - 33,000

€20,000 - 28,000

Provenance:

Originally in the collection of Naziha Hamze Knio who acquired it directly from the artist, thence by descent to the present owner

Note:

This work is sold with a photo certificate from the Artist's Estate.

Bonhams has the distinct privilege of presenting a major 1960's sculpture from Lebanese pioneer Saloua Raouda Choucair, whose tragic passing last year marked the end of prolific and illustrious career spanning nearly a century.

The present work is only the second wooden sculpture by Saloua Choucair ever to come to market; solid, robust and imposing, the sculpture captures the longevity and resilience of the natural form from which it was carved.

A seemingly organic, but carefully pre-meditated system of shapes and forms punctuate the sculptural surface, whose porousness straddles the border between artistic creation and natural growth. The marriage of the abstract, organic, and manmade in Saloua's work can-not be ignored and recalls the work of her near contemporaries in Europe who were experimenting with "biomorphic abstraction".

"Biomorphic Abstraction" describes the use of abstract forms based on those found in nature. Also referred to as Organic Abstraction, this type of abstract art was not a school or movement, but a striking

feature of the work of many different artists, such as Arp, Kandinsky and British sculptors Barbara Hepworth and Henry Moore. Found in both abstract painting and abstract sculpture, as well as the design of furniture, the idiom was associated with the philosophy of Henri Bergson (1859-1941), who believed that evolutionary processes of nature and artistic creativity derive from the same source. Choucair's long, varied and wide-ranging career has seen the Beirut-born artist experiment with a vast array of materials, forms and ideas. Blending ideas and approaches that draw on her twin guiding influences of Sufi Islam, and Modernist sculpture of the mid-20th century, Choucair's work emerges into being, complete with dynamic energy and poetic physicality.

Her work allows the audience to question the one-sided Western concept of modernity. Her exhibition held 1947 at the Arab Cultural Gallery in Beirut is considered to have been the Arab world's first abstract painting exhibition. Choucair left Lebanon for Paris in 1948 where she studied at the École nationale supérieure des Beaux-Arts as well as attending Fernand Léger's studio. Choucair was one of the first Arab artists to participate in the Salon des Réalités Nouvelles in Paris in 1950.

Through her work Choucair pursues her interest in science, mathematics, Islamic art and poetry. Her work can be characterized through her experimental choice of materials alongside her elegant use of modular and curvaceous forms borrowed from traditions of Islamic design.





"My goal with architecture was not to reduce it or even to use its combination of elements or proportions, but rather to home in on its essence, which I hoped to synthesize with the essence of poetry to create something genuinely new"

- Parviz Tanavoli

A Unique and Monumental Bronze Sculpture by Parviz Tanavoli

24 *

PARVIZ TANAVOLI (IRAN, BORN 1937)

Poet and the Bird

bronze

signed "Parviz" and dated "06" on the base, executed in 2006, the present piece is unique

96 x 54 x 24 cm

£50,000 - 100,000

US\$66,000 - 130,000

€56,000 - 110,000

To be sold without reserve

Provenance:

Property from a private collection, Dubai

Dubai, Modern & Contemporary Arab, Iranian, Indian & Pakistani Art,

Bonhams, 3 March 2008, Lot 63

Property from the Artist's collection

Mysticism, poetry, truth, love, oneness with the divine; these are the spiritual currents which run through every fibre of Parviz Tanavoli's work. An artist and sculptor central to the neo-traditionalist Saqqa-Khaneh movement in Iran, Tanavoli, like others of his milieu, has chosen the rich and vibrant spiritual aesthetic of Persian culture as the subject matter of his art.

Tanavoli's inspiration is the religious imagery of the Iranian urban landscape, which is filled with emamzadehs (religious shrines) and saqqa-khaneh (drinking fountains serving as talismanic altars) all of which serve as popular channels of religious expression. Tanavoli combines this aesthetic with the architectural style of pre-Islamic Iran, with his flat engraved surface resembling ancient Achaemenid cuneiform rock reliefs. In addition to this, Tanavoli's work makes heavy use of the common literary metaphors of traditional Persian poetry.

Characterized almost entirely by mystical Sufi poems and prose, Persian literary tradition is richly endowed with spiritual metaphors, often constructed as commonly recurring ideal types, such as the lover, the beloved, the bird, the cupbearer, the drunkard and the sage; characters in a world of lost souls immersed in sensual desire, deprived of the spiritual ecstasy of divine revelation, the secrets of which only the mystic poet, himself a veritable saint and heavenly medium, can relate.

Any comprehension of Tanavoli must therefore account for these cultural phenomena and their subsequent relations to the various aesthetic elements of his work. The imposing façade of the sculpture resembles both a grave stele and ancient Persian rock reliefs, it represents the poet's mode of communication and its immortalisation as text. Yet trapped within the structure is an abstract bird-form; the bird, a symbol of art and creativity (due to its vocal capabilities), represents the poetic impulse which lies at the heart of every writer. Its entrapment is a testament to the hermeneutic tradition of Sufi interpretation; where the inner meaning of a text is concealed to the layman and can be apprehended only through intense spiritual reflection. Ultimately, the bird signifies hidden truth, a truth which seeks solace in the safe-haven of poetic creativity.

Many academics refer to the history of Iran as a legacy of 'Mystics, Monarchs and Messiahs', it is precisely the impact of these grand historical forces which underpin Tanavoli's oeuvre. In this monumental, unique and important sculpture, Tanavoli recalls not only Persia's glorious visual legacy, but also its philosophical underpinnings, all related through an overall aesthetic which is as stunning as it is profound.





25 *

MAHMOUD MOUSSA (EGYPT, 1913-2003)

Nubian Girl

painted terracotta

labelled with an Italian temporary import stamp

and a Biennale Internazionale d'Arte di Venezia - 1958 stamp,

executed in 1954 and repainted in 2017

37 x 23 x 25cm

£5,000 - 8,000

US\$6,600 - 10,000

€5,600 - 9,000

Provenance:

Property from the Artist's family

Exhibited:

Biennale Internazionale d'Arte di Venezia, 1954



26 *

MAHMOUD MOUSSA (EGYPT, 1913-2003)

Standing Fellaha

terracotta

executed circa 1990

Height: 75cm

£10,000 - 15,000

US\$13,000 - 20,000

€11,000 - 17,000

Provenance:

Property from a private collection, UAE

"I was steeped in Egyptian Pharaonic art, right from childhood. I lived with that art, I lived in that art, or rather it dwelled in me as soon as I began to sense and perceive the elements and beings of the world around me. Pharaonic sculpture appears as a block, which, although apparently stable and motionless, is animated by an inner movement, making the dense and intimidating mass into a block that is once compact and mobile. It is on the basis of this principle that the Pharaohs were able to combine heaviness with grace; their sculpted blocks seemed, in spite of their weight and their mass, to float on water."

- Adam Henein

26A *

ADAM HENEIN (EGYPT, BORN 1929)

Cat

bronze

signed "A. HENEIN", marked "EA" and numbered "I/IV" on the base, number 1 from an edition of 4, the present work is an artist proof
30 x 12 x 7 cm

£15,000 - 20,000

US\$20,000 - 26,000

€17,000 - 22,000

Provenance:

Property from a private collection, Cairo

Acquired directly from the Artist by the present owner

Bonhams are delighted to present this magnificent sculpture by one of the most prominent Arab sculptors of our time. Adam Henein was born in Cairo in 1929 into a family of metalworkers. In 1953, he graduated from School of Fine Arts, Cairo, he went on to receive a two-year grant to study at the Luxor Atelier. The atelier was established a decade earlier by the notable Egyptian artist and scholar Mohamed Nagi to promote Egyptian art education in school circular. In 1954 and 1956 Henein received the Luxor price for his artistic achievements. Two years later, he received a diploma in advanced practices from the Munich Academy in Germany.

In 1971, Adam Henein was invited to participate in an Egyptian contemporary art exhibition in Paris at the Musée Galleria. He spent the next two and half decades, from 1971 to 1996 in Paris pushing his practice through sculpture and painting and continued focusing on ancient Egyptian themes and traditional materials. The early 1970s marked an important evolution in Henein's artistic practice, whilst in Paris he was given the opportunity to be exposed to the work of great western modern sculptors and artists whose freedom of interpretation he found to be deeply inspiring.

In the late 1990s, Henein returned to his homeland. He contributed greatly to his Egypt's cultural landscape, particularly in Aswan where he established the city's annual International Sculpture Symposium. Upon his return to Egypt he was also appointed by the Minister of Culture to head the design team involved in the restoration of the Great Sphinx in Giza. Henein was awarded Egypt's State Medal, the State Merit Award, as well as the Mubarak Award in the arts. His works have been exhibited at the Institut du Monde Arabe in Paris, the Metropolitan Museum of Art in New York, The MATHAF in Doha, The ASB Gallery in Munich as well as in London and Rome.

Throughout his vast career Henein produced a significant number of large and small-scale sculptures handling a variety of different mediums such as bronze, granite, plaster, limestone and terracotta. In 2014, the Adam Henein Museum opened its door in Cairo's Al-Harraniya district, which is a priceless gift from the artist himself to his native country. The museum is dedicated to the largest collection of Henein's sculptures as well as featuring some of his paintings.





27 *

PARVIZ TANAVOLI (IRAN, BORN 1937)

Heech and Hand

bronze

signed "Parviz", dated "13" and marked "AP", the present work is an artist proof, executed in 2013

25 x 10cm (9 13/16 x 3 15/16in).

£18,000 - 25,000

US\$24,000 - 33,000

€20,000 - 28,000

Provenance:

Property from a private collection, Dubai

Acquired directly from the Artist by the present owner



28 *

PARVIZ TANAVOLI (IRAN, BORN 1937)

Heech Lovers

bronze

signed "Parviz", dated "'013" and inscribed "4/5", number 4 from an edition of 5, executed in 2013

26 x 14cm (10 1/4 x 5 1/2in).

£18,000 - 25,000

US\$24,000 - 33,000

€20,000 - 28,000

Provenance:

Property from a private collection, Dubai

Acquired directly from the Artist by the present owner



29 *

MOHAMMED GHANI HIKMAT (IRAQ, 1929-2011)

Standing Figure

wooden sculpture

signed "Mohammed Ghani", dated "1965" and inscribed "Baghdad" on the base, executed in 1965

height: 65cm

£4,000 - 6,000

US\$5,200 - 7,900

€4,500 - 6,700

Provenance:

Property from a private collection, Amman

30 *

MOHAMMED GHANI HIKMAT (IRAQ, 1929-2011)

Al-Mutanabbi (Study for a Public Sculpture)

bronze sculpture

executed circa 1977

25 x 7.5 x 10 cm

£4,000 - 6,000

US\$5,200 - 7,900

€4,500 - 6,700

Provenance:

Property from a private collection, Amman

Bonhams is delighted to present two fine works by Mohammed Ghani Hikmat; one of the most celebrated and beloved Iraqi sculptors of the 20th century. Ghani was not only an icon of Iraqi modern art but also an important advocate of the preservation of Iraq's cultural heritage. Ghani Hikmat became an influential figure in the Baghdad Group of Modern Art founded by his mentors and friends Jewad Selim and Shakir Hassan Al Said. He studied at the Institute of Fine Art in Baghdad before being granted a state scholarship to study at the Accademia di Belle Arti in Rome, graduating in 1959. Whilst he was in Italy, Ghani also studied metals at the Istituto di Zaka in Florence, specialising in casting bronze. Subsequently, Ghani returned to Baghdad and taught sculpture at the Institute of Fine Art and the College of Architectural Engineering at the University of Baghdad.

Ghani Hikmat drew a lot of his inspiration from Iraq's multifaceted heritage and his works have become symbolic of the nation itself. Baghdad held a significant place in Hikmat's practice and a result has become a signifier of the historic city and is remembered as one of the nation's treasures. He drew subject matter and stylistic inspiration from medieval Islamic art, literature and Mesopotamian figuration. Ghani was also heavily influenced by the Sumerian sculpture and ancient cylinder seals, which is detectable in a large some of his stylized reliefs done largely in wood.

Ghani was also known for his smaller statues carved in wood. The people of Baghdad were a major theme of these carvings. Many of these renderings were of women in traditional Iraqi Abaya clutching children, which was indicative of Hikmat's exploration of motherhood as an artistic theme. Yet others were low relief scenes of Iraqi daily life. The abstract figures, anatomy, the clothes and the general construction, all assume a free calligraphic form. All of these sculptures were executed in a simplified and abstracted manner. His fascination with the human form also endured as the artists' homage to Renaissance humanism. Ghani continued his exploration of these shapes in wood for the remainder of his long career.

Al-Mutanabbi is considered to be one of the greatest and most influential poets in the Arabic world. His works have been translated into over 20 international languages. Much of his poetry revolves around praising the kings he visited during his lifetime. Some consider his 326 poems to be a great representation of his life story. He started writing poetry when he was only nine years of age. He is well known for his sharp intelligence and wittiness. Al-Mutanabbi had great pride in himself through his poetry. Among the topics he discussed were courage, the philosophy of life, and the description of battles. Many of his poems were and still are widely spread in today's Arab world and are considered to be proverbial.





30A *

AHMED ABDEL WAHAB (EGYPT, BORN 1932)

Son of the Nile

bronze

signed and dated "2017", number 2 of an edition of 7, executed in 2017

100 x 35cm (39 3/8 x 13 3/4in).

£15,000 - 20,000

US\$20,000 - 26,000

€17,000 - 22,000

Provenance:

Property from the Artist's family

Bonhams has the rare privilege of presenting this magnificent sculpture by one of Egypt's distinctive modern sculptors, Ahmed Abdel Wahab. Wahab was born in 1932 in the rural city of Tanta. From a young age he discovered craft markets and began experimenting with various materials such as wood, metal and limestone to create his very first sculpture. A few years later, Ahmed Abdel Wahab moved from Tanta to Cairo, carrying many memories and his recollections of his folkloric background. He enrolled at Faculty of Fine Arts, in the Department of Drawing and Painting, but soon switched to sculpture. After completing his studies in Cairo, he obtained a scholarship at the Atelier of Luxor, a period of his time that would greatly influence him and his career. He roamed through Upper Egypt, discovering the great monuments and rustic villages, and sought for a pure authentic Egyptian spirit, seeking to connect the past and present. During this period, Abdel Wahab was very prolific and his works reflected his surroundings and his own feelings towards life and nature.

In 1968, he obtained a three-year scholarship to study in Italy where he discovered Western art and Renaissance paintings and was introduced to leading Italian artists of the time. His first-hand encounter with Western art further consolidated his love and fascination with the Egyptian aesthetics and their simplicity. Upon his return to Egypt, he was deeply inspired by the Egyptian civilization and its artistic features and worked on the figure of Akhenaton that inspired many of his portraits that were made with a combination of cement, white glue, glaze and graphite, a material that was reminiscent of the basalt stone used in ancient Egyptian art.

Throughout his life and artistic career, Ahmed Abdel Wahab represented Egypt in many international exhibitions and was granted numerous awards. In 2002, he received the State Appreciation Award in Arts in recognition of his creative value and his skills at the international level. Prominent private Egyptian and European collectors, as well as the Museum of Modern Art, Cairo, the Museum of Fine Arts, Alexandria, the Museum of the Faculty of Fine Arts, Cairo and the Museum of Modern Art, Prague, all feature works by Ahmed Abdel Wahab in their collections. The Bibliotheca Alexandrina held a permanent retrospective exhibition in honour of Abdel Wahab's sculptures, reflecting on his eclectic career.



"To create a painting, I begin with the preliminary study, which consists of sketches on paper, followed immediately by the painting of letters and colouring on canvas... I am thus able to immediately express my spontaneous feelings on canvas. Sometimes I leave a canvas to work on another, this is like improvisation in music, for I treasure freedom more than anything else.

I couldn't be what I am if I didn't have freedom to express my lyricism. I don't believe in teaching painting, since I do not believe that technical training is required to make one a great painter. Painting can be done with any tool or any piece of equipment, I believe all schools of fine art, all over the world, should be shut down"

- Charles Hossein Zenderoudi, Midi Libre, No 9401, 9 April 1971

31 * TP

CHARLES HOSSEIN ZENDEROUDI (IRAN, BORN 1937)

Purple Pearl

acrylic and iridescent paint on canvas

signed "Zenderoudi Charles-Hossein" and dated "2006" (lower right) and further inscribed "Charles Hossein Zenderoudi Purple Pearl 2006" on the verso, executed in 2006

152 x 150cm (59 13/16 x 59 1/16in).

£40,000 - 60,000

US\$52,000 - 79,000

€45,000 - 67,000

To be sold without reserve

Provenance:

Property from a private collection, Dubai

Dubai, International Modern and Contemporary Art, Christie's, 30 April 2008, lot 61

This work is sold with a photo certificate from the archive Charles-Hossein Zenderoudi







مهرنگار ۱۳۸۵

32 * TP

MOHAMMAD EHSAI (IRAN, BORN 1939)

He is Merciful

oil on canvas, framed

signed and dated in Farsi (lower left), executed in 2007

202 x 347cm (79 1/2 x 136 5/8in).

£50,000 - 100,000

US\$66,000 - 130,000

€56,000 - 110,000

To be sold without reserve

Provenance:

Property from a private collection, Dubai

Dubai, Christie's, International Modern and Contemporary Art, 30 April 2008, lot 100

Mohammad Ehsai is undoubtedly one of the most gifted calligraphers to emerge from Iran within the past century. Utterly devoted to the perfection of his craft, Ehsai has married the technical finesse of his formal training within a modern visual schema.

Traditional Persian calligraphy has historically been rife with ornament and embellishment; with calligraphic texts often accompanied by miniature paintings, encased in cartouches and flanked by a myriad of geometrical and floral motifs. Ehsai's approach to the craft, however, is markedly divergent, and in choosing the pure architecture of the Persian letterform as his principal subject matter, he relinquishes the visual excess of traditional manuscript art.

The depiction of unadorned script against a monochromatic, often black background not only shifts the focus of the viewer onto the mechanics and minutia of the letterform, but forces the writing to compensate for the now absent decorative elements. Ehsai's text is therefore magnified, monumental, and versatile, filling the empty spaces his text flows with a newfound freedom, taking lifelike, prehensile shapes as Ehsai demonstrates the suppleness and elasticity of Persian nast'aliq.

What resulted from Ehsai's revision of calligraphic art was a simple but unique visual language, through enlargement, repetition, contrast and layering his works assumed an almost architectural and fractal quality. Ehsai's script not only displays an aesthetic harmony, but through its tremendous intricacy, imitates the unfathomable nature of the divine. Ultimately, Ehsai's contorted letter forms are not written to be understood, emphasizing the ineffability of the deity itself.



33 *

MOHAMMAD EHSAI (IRAN, BORN 1939)

Zekr

oil on canvas, framed

signed and dated in Farsi, executed in 1973

67.5 x 67.5cm (26 9/16 x 26 9/16in).

£20,000 - 30,000

US\$26,000 - 39,000

€22,000 - 34,000

To be sold without reserve

Provenance:

Property from a private collection, Dubai

Dubai, Christie's, International Modern & Contemporary Art, 30 April

2008, lot 102



“Painting without color is like poetry with no words. I believe painting amounts to an expression of colors. Design in painting has the same function as words in a language, and color is the meaning that words can convey. In poetry, a poet lifts the words to the highest pinnacles of meaning, just as a painter gives expression to colors, revealing their true stature. Painting is my language. I created, as much as I could, such a language in my work. The language of painting is the language of color and design. In other words, painting expresses colors, in the same way that colors express a painter.”

- Jafar Rouhbakhsh

34 *

JAFAR ROUHBAKHSH (IRAN, 1940-1996)

Telesm

oil on canvas

signed “Rouhbakhsh” and dated “1992” (lower left), executed in 1992

167 x 123cm (65 3/4 x 48 7/16in).

£20,000 - 30,000

US\$26,000 - 39,000

€22,000 - 34,000

To be sold without reserve

Provenance:

Property from a private collection, Dubai

Dubai, Christie's, International Modern and Contemporary Art, 30 April 2008, lot 188

Jafar Rouhbakhsh was born in Meshad in Iran. In 1974 he was honored with an exhibition at the Grand Palais in Paris at the invitation of the 'Fondation Maeght'.

During his stay in Paris, he visited the studios of Chagall, Miró and Tàpies; yet he also gathered experience in the field of lithography. Rouhbakhsh was a key member of the Persian Saqqakhaneh School of art. work is punctuated by talismanic motifs which carry strong metaphorical significance. All this is done with an unequivocally modern and wholly abstract aesthetic.

Captivated and inspired by the overt, spiritual imagery of the Iranian urban landscape, Rouhbakhsh and the exponents of the Saqqa Khaneh style, like Charles Hossein Zenderoudi, extracted the visual elements of popular religion in Iran and gave them a stylistic framework, synthesizing what once served as a heterogeneous ritual practice into a mature artistic language





35 (reverse)

A Rare Double Sided Oil Painting by Mahmoud Said

35 *

MAHMOUD SAID (EGYPT, 1897-1964)

Village / Seascape (View of Alexandria)

oil on two sides of wooden panel

signed "M. SAID" and dated "1923" (lower right), executed in 1923

22 x 35cm (8 11/16 x 13 3/4in).

£30,000 - 40,000

US\$39,000 - 52,000

€34,000 - 45,000

Provenance:

Property from a private collection, UAE

Dubai, Modern and Contemporary Arab, Iranian and Turkish

Art Part II, Christie's, 20 October 2013, lot 116

Property from the private collection of Mr. & Mrs Baghat El

Batanouni, Alexandria

Acquired directly from the artist by the above

Literature:

Valerie Didier Hess and Hussam Rashwan, Mahmoud Said:

Catalogue raisonne Volume 1, Paintings, Skira Editore, 2016,

illustrated on page 267

Amine, 2014 page 43



35

36 *

MAHMOUD SAID (EGYPT, 1897-1964)

Portrait de Mme Ahmed Pacha

oil on canvas, framed

signed "M.SAID" and inscribed "D'APRES PHOTO" (lower left),

executed circa 1930s

66 x 55cm (26 x 21 5/8in).

£50,000 - 80,000

US\$66,000 - 100,000

€56,000 - 90,000

Provenance:

Property from a private collection, Cairo

Formerly in the collection of Malak Hanem Mazloun

Inherited from the above's father, Mr Ahmed Pasha Mazloun, former Egyptian Minister of Finance (1894-1908), Alexandria

Mahmoud Said was commissioned to paint a portrait of the wife of his maternal uncle Ahmed Pacha Mazloun, Minister of Finance of Egypt in the early 1900's, Mrs. Trandil Mazloun some years after her death. Mahmoud Said – Catalogue Raisonné, edited by Valerie Didier Hess and Hussam Rashwan, Skira, Milan, 2017, 2nd vol. Drawings, pp.820-823.

Mahmoud Said's body of work is considered as one of the central pillars of twentieth century Egyptian art. Born into an aristocratic Alexandrian family, Mahmoud Said was an unlikely artist. He was the son of Mohammed Pasha Said, who was Egypt's Prime Minister during the reign of King Faud I, he later became uncle to Queen Farida, the first wife of King Farouk. Throughout his lifetime Said existed in the Milieu of the Egyptian gentry, a subject matter wholly rejected in his artworks, reflecting a sincere desire to divert his artistic gaze towards the land of Egypt and of common Egyptians, a stark contrast to the Euro-centric aristocracy which surrounded him..

Originally destined for a legal career, Mahmoud Said graduated from the French School of Law in 1919. He worked as a lawyer, prosecutor, and then as judge in Mansouria, Alexandria and Cairo. He resigned from legal work in 1947, to dedicate himself solely to his art.

Mahmoud Said was taught by the Italian artist, Amelia Casonato Dafermo, a resident of Alexandria who had studied at the Florence Academy. Said quickly learnt the classical methods of drawing faces, harmonization of colours and shading. He took further lessons by with another Florentine artist Artoro Zanoneri, before leaving for Paris in 1920 for further study.

Mahmoud Said's crowning achievement was the application of a distinctly European aesthetic to strictly Egyptian and Nationalistic subject matters. Said participated in international exhibitions in Venice, Madrid and Alexandria. He staged exhibitions in New York, Paris, Rome, Moscow, Alexandria and Cairo. He was admitted to the French Legion d'honneur, winning a medal for Honorary Merit in 1951, and in 1960 was the first artist to be awarded the State Merit Award for Arts by Egyptian President Gamal Abdul-Nasser.





The Artist in his studio with the present work

37 *

SEIF WANLY (EGYPT, 1906-1979)

Self-Portrait on Red
oil on board, framed
signed and dated "72" (lower left)
73.5 x 60cm (28 15/16 x 23 5/8in).

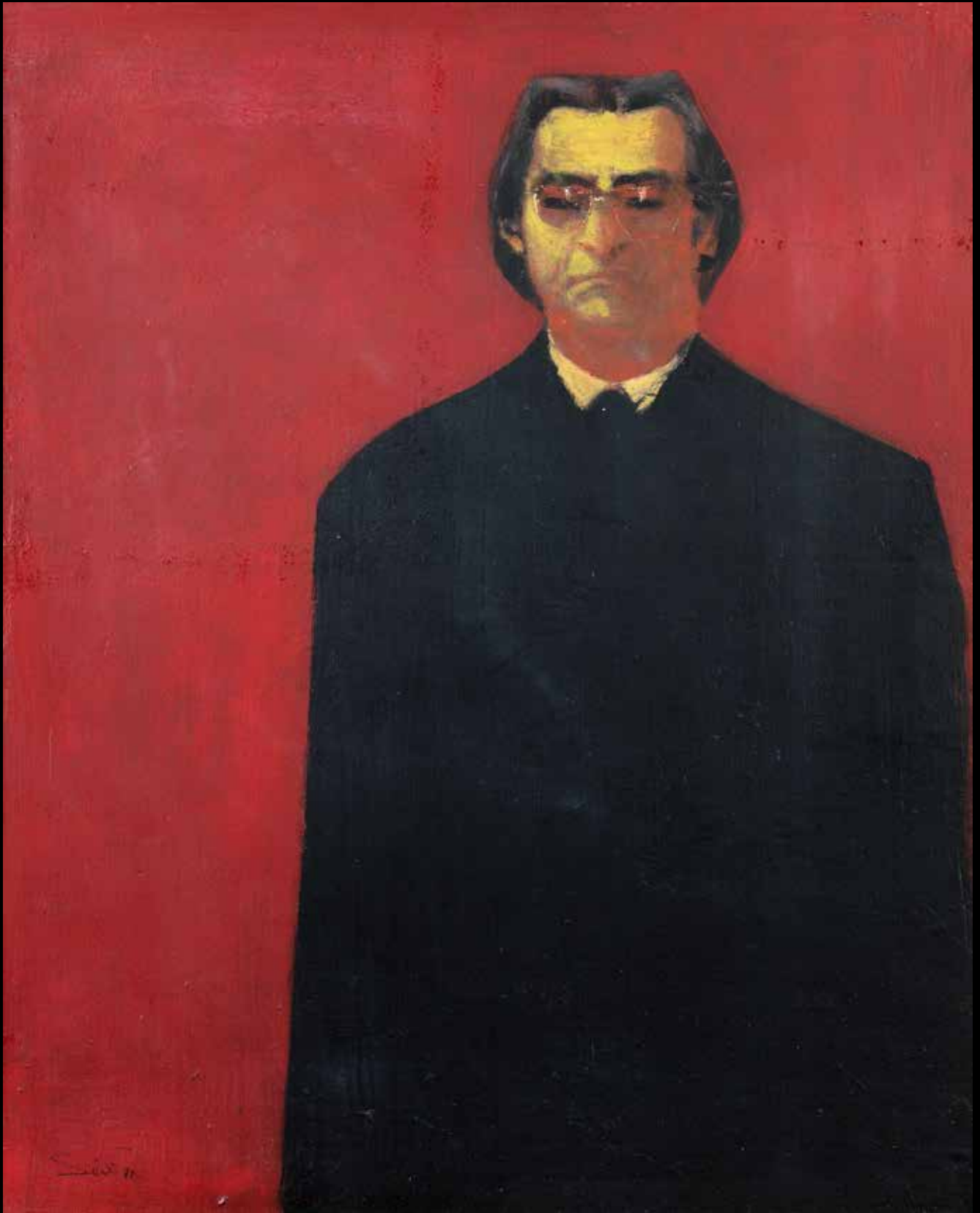
£20,000 - 25,000

US\$26,000 - 33,000

€22,000 - 28,000

Provenance:

Property from a private collection, Cairo
Acquired directly from the niece of the artist's wife



38 *

HUSSEIN BICAR (EGYPT, 1913-2002)

Self-Portrait

oil on panel, framed

signed and dated "1932" in Arabic (upper right), executed in 1932
37 x 31cm (14 9/16 x 12 3/16in).

£16,000 - 25,000

US\$21,000 - 33,000

€18,000 - 28,000

Provenance:

Property from a private collection, Alexandria

Acquired directly from the artist by the present owner in the early
1990's

Literature:

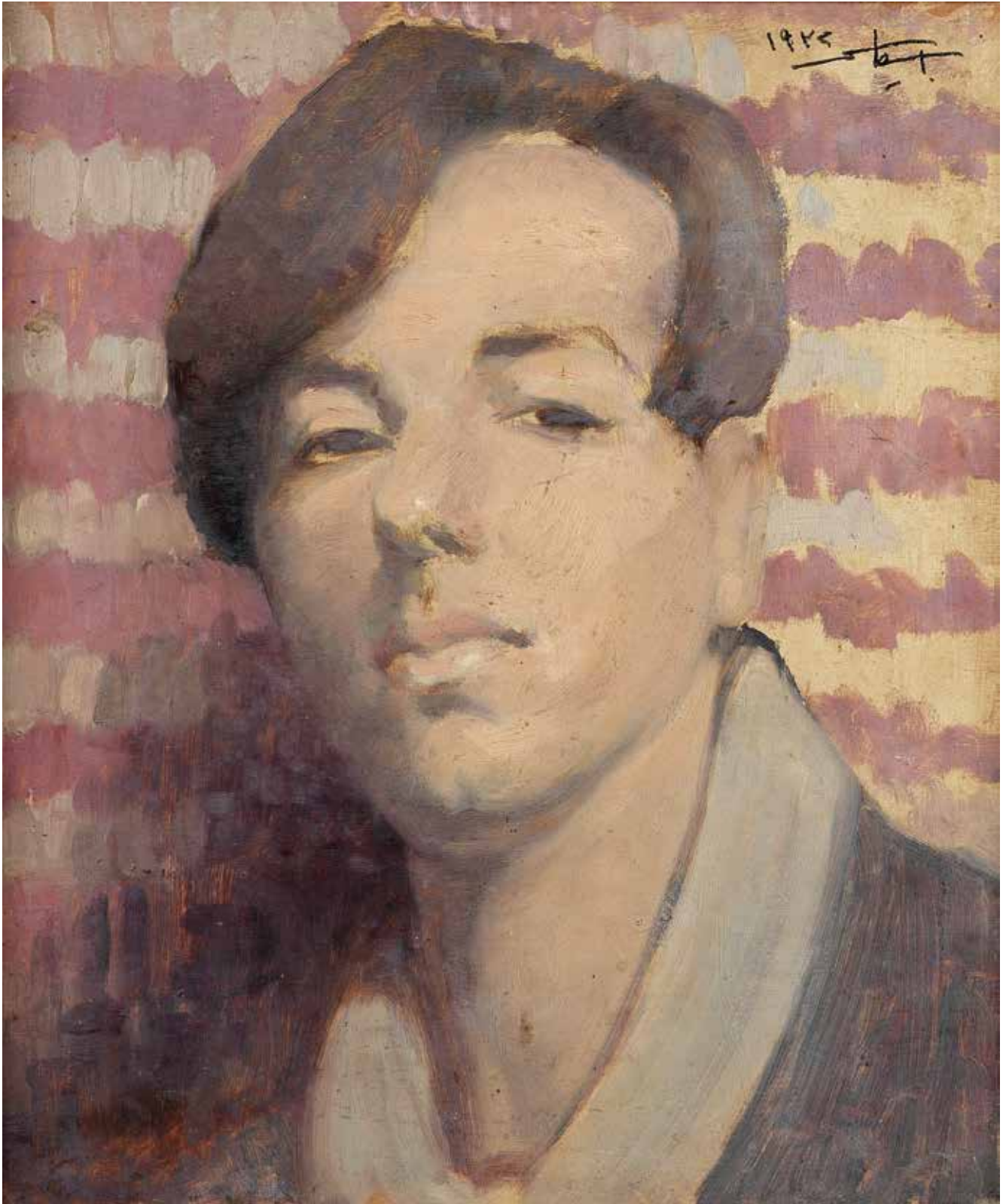
Sobhy El Sharouny, Bicar - The Comprehensive Artist, Al Sherouk
Publishing House, Cairo, 2002 , page 123

Note:

This present lot is Bicar's first ever self-portrait. The painting was
executed in 1932 while Bicar was still a student in the Cairo School of
Fine Arts.

39

No lot



40 *

ISMAEL AL-SHEIKHLY (IRAQ, BORN 1924)

Watermelon Sellers

oil on canvas, framed

signed "I.ALCHEKHLI" and dated "58" in Arabic (lower right), signed and titled in Arabic on the verso

80 x 98cm (31 1/2 x 38 9/16in).

£20,000 - 30,000

US\$26,000 - 39,000

€22,000 - 34,000

To be sold without reserve

Provenance:

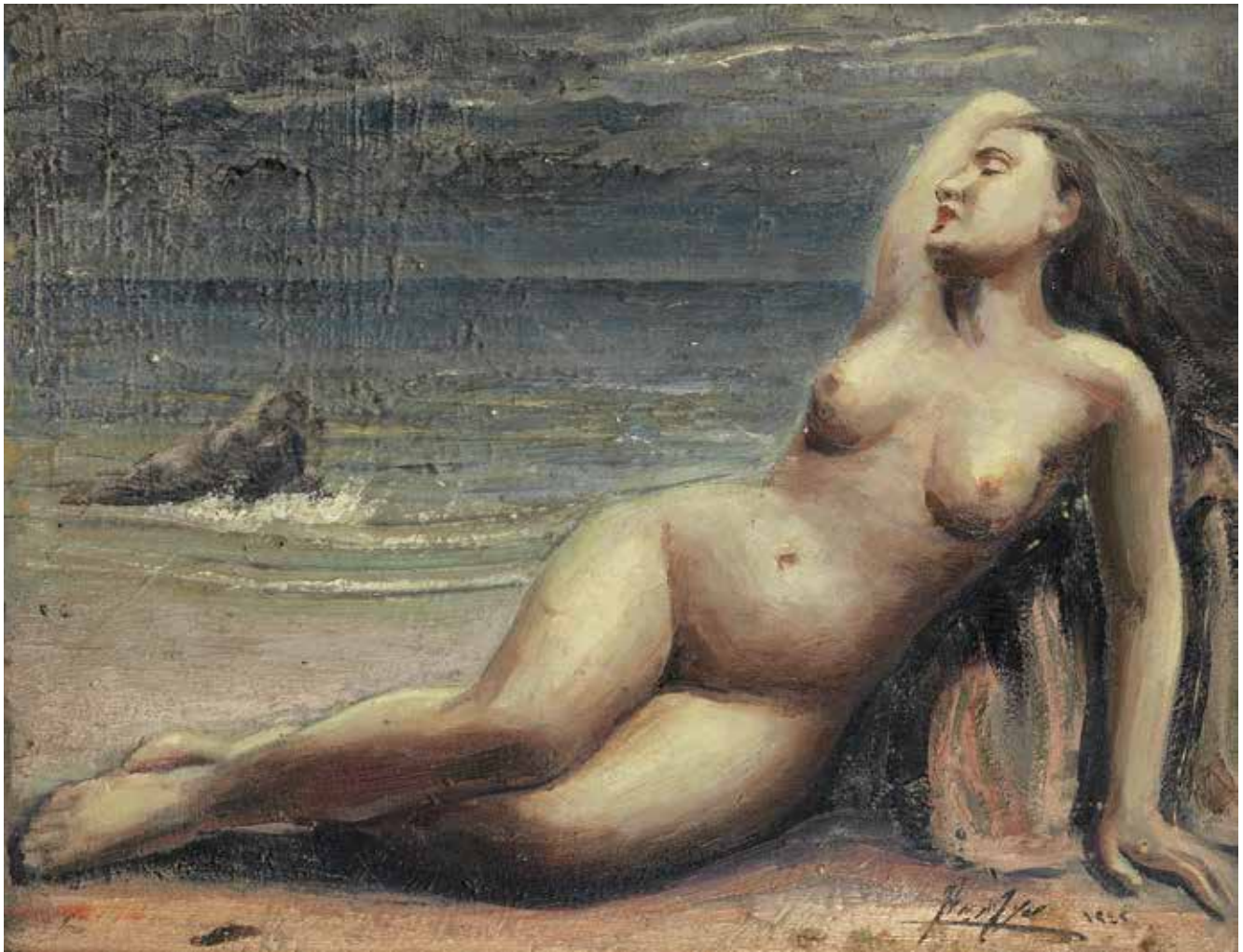
Property from a private collection, Dubai

Dubai, International Modern & Contemporary Art, 30 October 2008, Christie's, lot 27

Exhibited:

Belgrade, Masarikova 4, Savremena Iracka Umentnost, Komisja Za Kulturne Veze Sa Inostranstvom, March-April 1960 (illustrated on the cover of the brochure)





41

41 *

SALAH TAHER (EGYPT, 1911-2007)

Nude

oil on panel, framed

signed and dated in Arabic, executed in 1946

32 x 40cm (12 5/8 x 15 3/4in).

£5,000 - 7,000

US\$6,600 - 9,200

€5,600 - 7,800

Provenance:

Property from a private collection, Giza

42 *

HUSSEIN BICAR (EGYPT, 1913-2002)

An Ancient Serenade

gouache on paper, framed

signed in Arabic (bottom centre)

34 x 45cm (13 3/8 x 17 11/16in).

£8,000 - 12,000

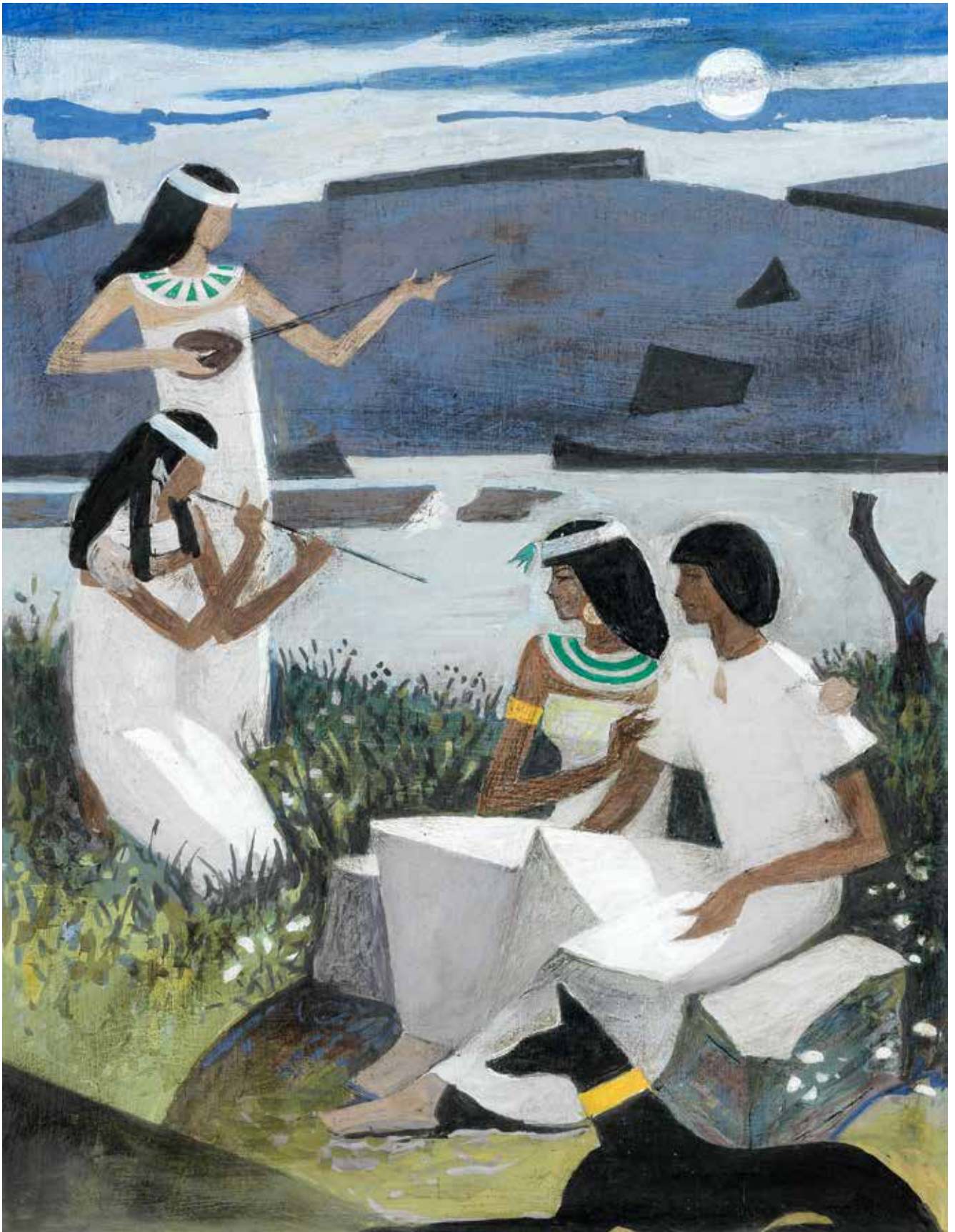
US\$10,000 - 16,000

€9,000 - 13,000

Provenance:

Property from a private collection, Alexandria

Acquired directly from the artist by the present owner in the early 1990's.



43 *

ALI TALIB (IRAQ, BORN 1944)

Lovers and Mountain
oil on canvas, framed
signed "Ali Talib", dated "1985" and titled "Lovers and Mountain" on
the verso, executed in 1985
139 x 139cm (54 3/4 x 54 3/4in).

£15,000 - 20,000

US\$20,000 - 26,000

€17,000 - 22,000

Provenance:

Property from a private institution, UAE
Christie's, Modern & Contemporary Arab, Iranian & Turkish Art
Including Masterpieces from The Pharos Art Collection & From The
Maath Alousi Collection
Literature, 19 March 2014, lot 121
Property from the private collection of Maath Alousi

Literature:

M. Muzzafar et al., *Ali Talib*, Lebanon, 2009 (illustrated in colour, p. 53).





An-Nahar Newspaper, Paul Guiragossian, Lebanon, 1985

44

PAUL GUIRAGOSSIAN (LEBANON, 1926-1993)

The Tambourine

oil on canvas, framed

signed "Paul G" (lower left), dated "12/7/81-85" on the verso, executed

between 1981-85

92 x 65cm (36 1/4 x 25 9/16in).

£25,000 - 35,000

US\$33,000 - 46,000

€28,000 - 39,000

Provenance:

Property from a private collection, UK

Acquired directly from the Artist by the present owners in Lebanon,

circa 1980s

Note:

This work is sold with a photo certificate from the Paul Guiragossian

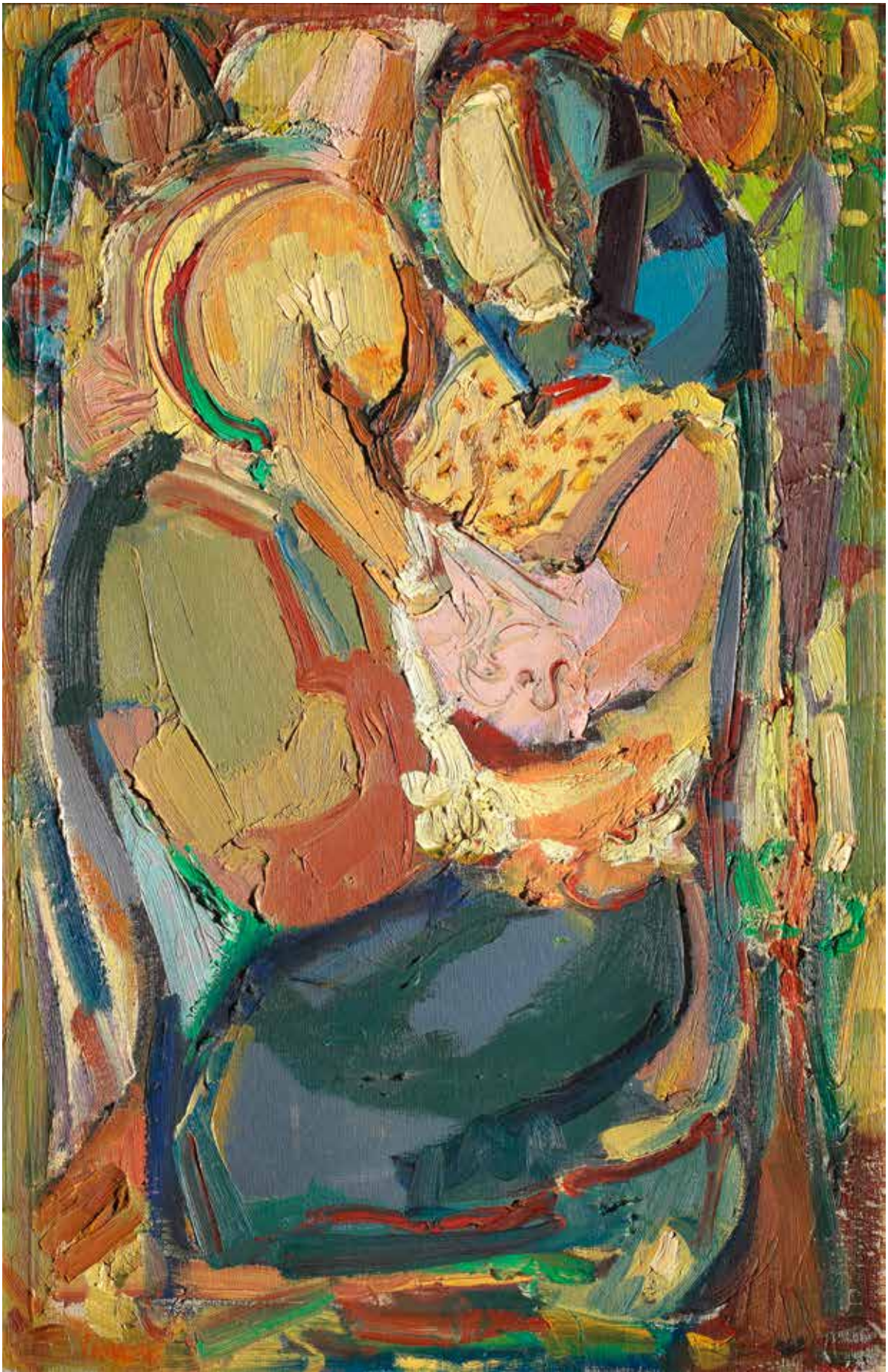
Foundation

Illustration:

An-Nahar Newspaper, Paul Guiragossian, Lebanon, 1985

Exhibition:

Amman, Bank Petra, *Paul Guiragossian*, 1985





45 *

KAMEL MOUSTAFA (EGYPTIAN, 1917-1982)

Boats on the Nile

oil on panel, framed

signed "K. Mostafa" (lower right)

20.5 x 31.5cm (8 1/16 x 12 3/8in).

£5,000 - 7,000

US\$6,600 - 9,200

€5,600 - 7,800

To be sold without reserve

Provenance:

Property from a private institution, UAE

Christie's, Modern & Contemporary Arab and Turkish Art Part III

Online Sale, 24 October- November 2013, lot 311

Property from the collection of Dr. Mohammed Said Farsi



46

MOHAMED KABBANI (EGYPT, 1926-1995)

Montaza Palace

oil on board, framed

signed "Kabbani" and dated "1980" (lower left), executed in 1980

48.5 x 71cm (19 1/8 x 27 15/16in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,400 - 5,600

To be sold without reserve



Montaza Palace, circa 1980's



47 ^{TP}

OMAR EL-NAGDI (EGYPT, BORN 1931)

Le Centaure

wooden sculpture

executed in 1960

226 x 52cm (89 x 20 1/2in).

£30,000 - 50,000

US\$39,000 - 66,000

€34,000 - 56,000

Provenance:

Property from the private collection of H.E Ambassador Francine
Henrich





48

48 *

EFFAT NAGHI (EGYPT, 1905-1994)

Surrealist Woman

signed "Effat Naghi" in Arabic (lower left), further inscribed "Effat Naghi 1987" on the verso, executed in 1987
49 x 39cm (19 5/16 x 15 3/8in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,400 - 5,600

Provenance:

Property from a private collection, Cairo

49 *

HUSSEIN BICAR (EGYPT, 1913-2002)

Rebab Player (Esquisse)

gouache on paper, framed
signed (lower left)
32 x 14cm (12 5/8 x 5 1/2in).

£6,000 - 10,000

US\$7,900 - 13,000

€6,700 - 11,000

Provenance:

Property from a private collection, Alexandria
Acquired directly from the artist by the present owner in the early 1990's.





50

AYMAN BAALBAKI (LEBANON, BORN 1975)

Beirut Suburbs, 2006 (Tammouz series)

acrylic on canvas, diptych

signed "Ayman Baalbaki" and dated "2015" on the verso,
executed in 2014

70 x 100cm (27 9/16 x 39 3/8in).

£20,000 - 30,000

US\$26,000 - 39,000

€22,000 - 34,000

Provenance:

Property from a private collection, London



51

SAMIA HALABY (PALESTINE, BORN 1936)

Orange Blossom

oil on canvas

signed "S.A Halaby" and dated "2013" (lower right), further inscribed "S. Halaby, Orange Blossom, 2013 No. 727" in Arabic and English on verso, executed in 2013

97 x 97cm (38 3/16 x 38 3/16in).

£14,000 - 18,000

US\$18,000 - 24,000

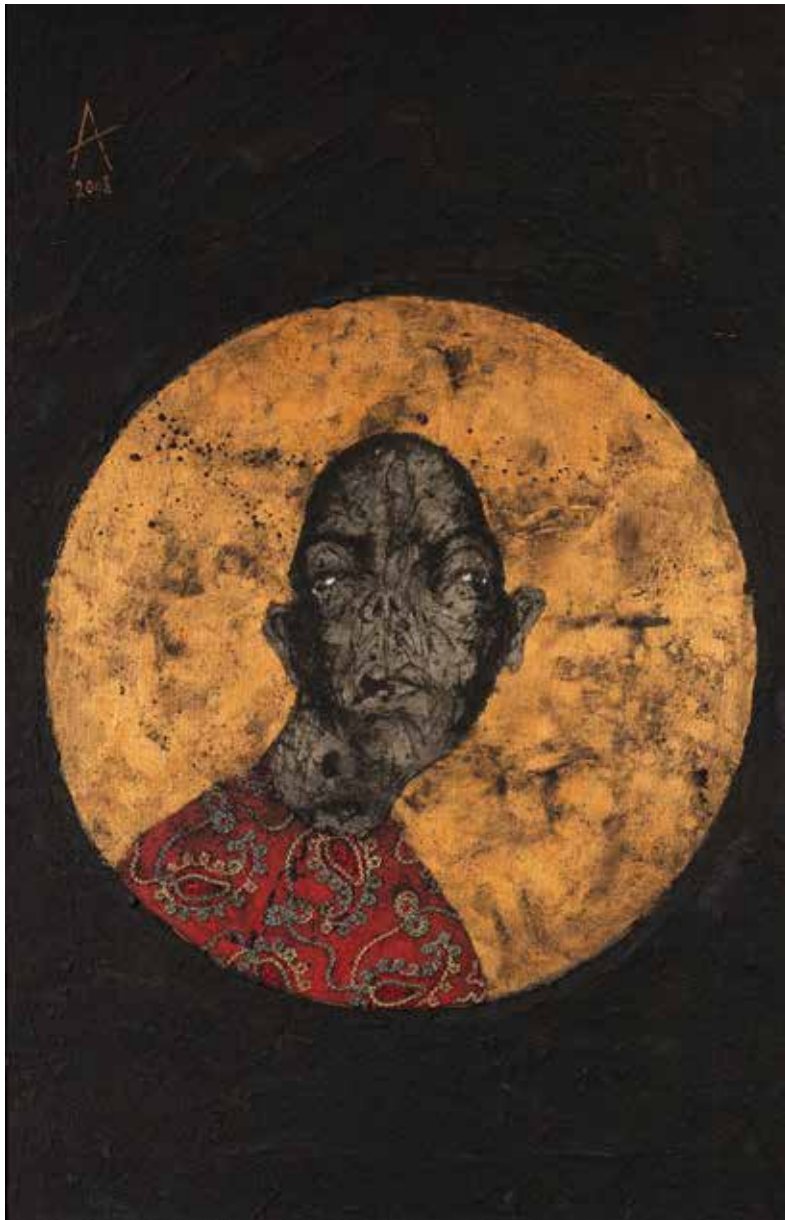
€16,000 - 20,000

Provenance:

Property from a private collection, London

Exhibited:

London, Ayyam Gallery, Samia Halaby: New Paintings, October 2013



52

SABHAN ADAM (SYRIAN, BORN 1972)

Portrait on Gold Orb
mixed media on canvas, framed
signed "A" and dated "2008" (upper left), executed in 2008
140 x 92cm (55 1/8 x 36 1/4in).

£2,000 - 3,000

US\$2,600 - 3,900

€2,200 - 3,400

To be sold without reserve

Provenance:

Property from a private collection, London



53

OMAR EL-NAGDI (EGYPT, BORN 1931)

Le Musicien des Festivités
mixed media on canvas, framed
signed and dated "1975" (right middle)
135 x 140cm (53 1/8 x 55 1/8in).

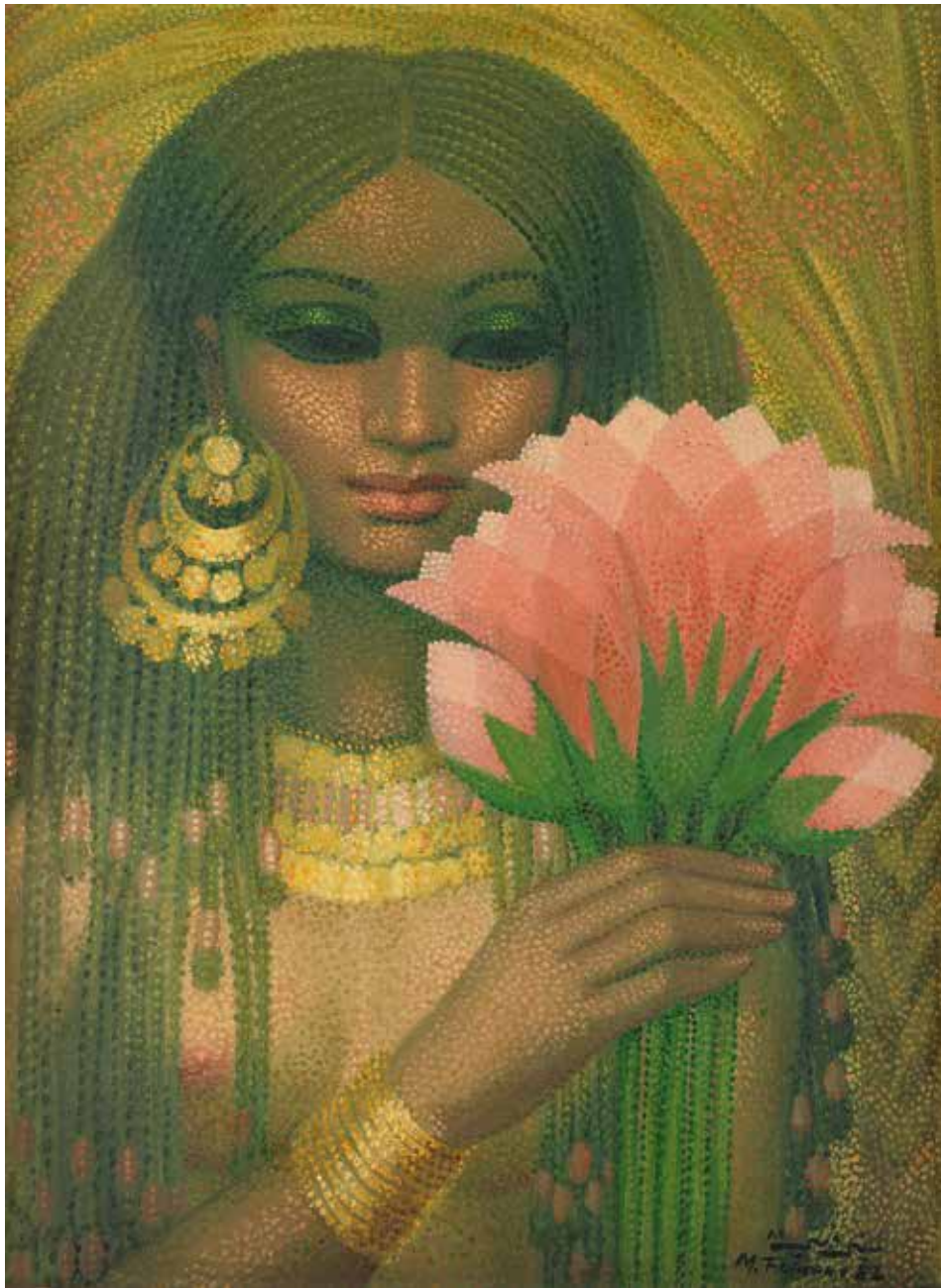
£12,000 - 15,000

US\$16,000 - 20,000

€13,000 - 17,000

Provenance:

Property from the private collection of H.E Ambassador Francine
Henrich



54 *

MUNIR FAHIM (EGYPT)

Nubian Bouquet
oil on canvas, framed
signed and dated "82" in English and Arabic, executed in 1982
72 x 52.2cm (28 3/8 x 20 9/16in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,400 - 5,600

Provenance:

Property from a private collection, Cairo



55

NICKY NODJOURNI (IRAN, BORN 1942)

Going to the West

oil on canvas

executed in 2010

182 x 132cm (71 5/8 x 51 15/16in).

£14,000 - 18,000

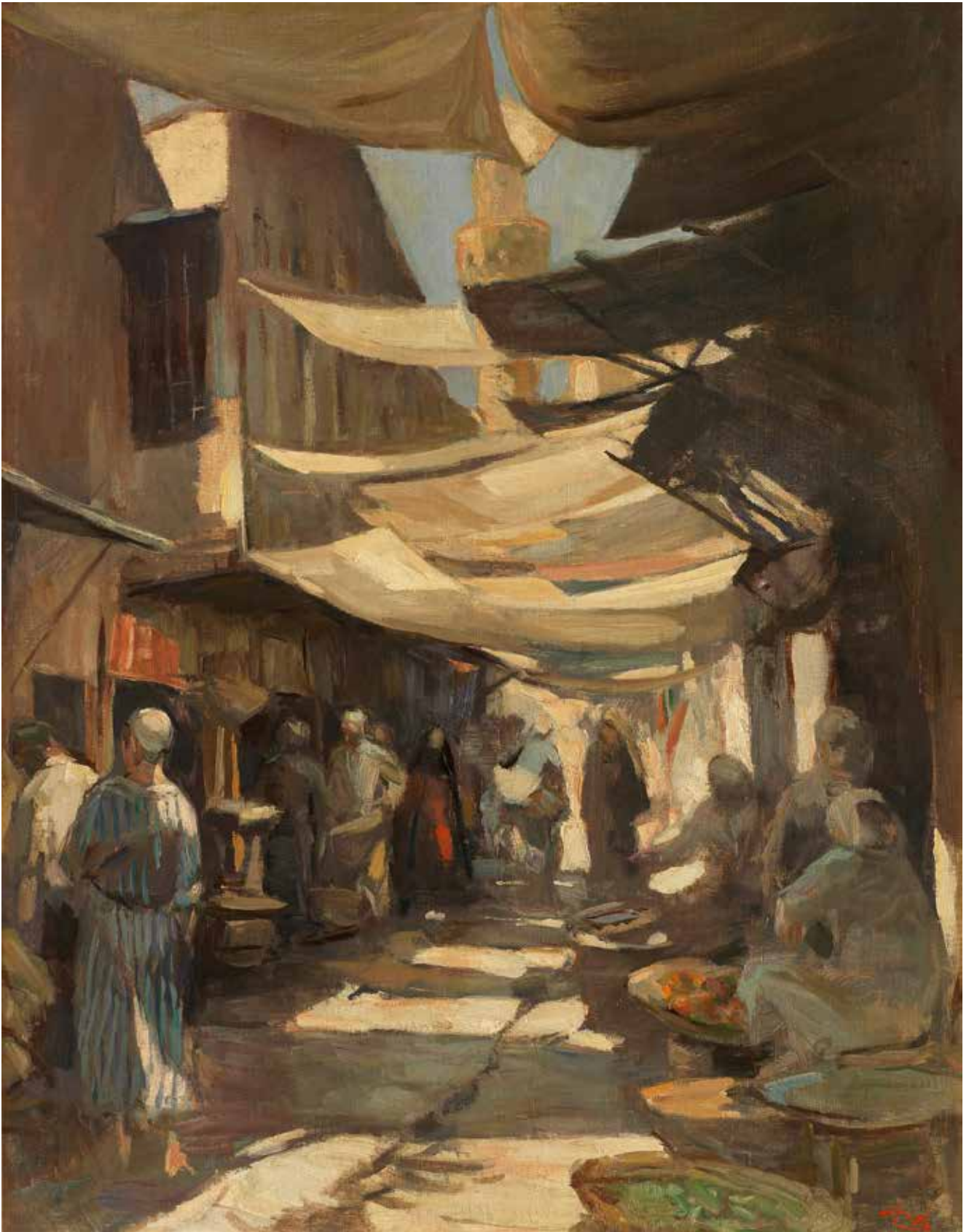
US\$18,000 - 24,000

€16,000 - 20,000

Provenance:

Property from a private collection, London

Born in Iran, Nicky Nodjourni has lived in New York since 1968 where he completed his studies in Fine Arts at the City College of Art. At the time of the Islamic revolution in 1978-79, Nodjourni travelled back to his homeland, but returned to New York where he became politically engaged in the quest for freedom of democracy against the Iranian government, by designing statement posters and political satires. With time, Nodjourni sought to find his own narrative in paintings that were politically and socially charged. His works revealed his Iranian background, yet moved away from the art scene that flourished in his homeland and revealed the influences of Western artists such as Willem de Kooning and James Rosenquist. As a result, his paintings juggle between reality and surrealism to purposely blur the lines and are reminiscent of his earlier political satires, but with a surreal and abstract twist, thus charged with ambiguity and irony.





57

56

FAEQ HASSAN (IRAQ, 1914-1992)

Market Scene

oil on canvas, framed

signed "Faeq Hassan" in Arabic (lower right)

88 x 69cm (34 5/8 x 27 3/16in).

£7,000 - 10,000

US\$9,200 - 13,000

€7,800 - 11,000

Provenance:

Property from a private collection, UK

57 *

HAFIZ DRUBI (IRAQ, 1914-1991)

Abstract Study

oil on board, framed

signed "H. Drubi" in Arabic (lower left)

30 x 70cm (11 13/16 x 27 9/16in).

£6,000 - 8,000

US\$7,900 - 10,000

€6,700 - 9,000

Provenance:

Property from a private collection, Amman



58 *

RAFA NASIRI (IRAQ, 1940-2013)

Green Horizon
oil and ink on two sides of wooden panel
signed "Rafa Nasiri" and dated "70" (lower right),
executed in 1970
61 x 61cm (24 x 24in).

£6,000 - 10,000

US\$7,900 - 13,000

€6,700 - 11,000

Provenance:

Property from the collection of George Edwin Wishon,
American Cultural Attache in Iraq, circa 1970
Thence by descent to the present owner



59 *

SAMIR RAFI (EGYPT, 1926-2004)

Labyrinthe au Clair De Lune (Labyrinth in Moonlight)
 rope, acrylic and wooden panel on board
 signed and dated "S.Rafi 1-1-59" (lower right), titled in French on the
 verso
 100 x 50cm (39 3/8 x 19 11/16in).

£6,000 - 8,000

US\$7,900 - 10,000

€6,700 - 9,000

Provenance:

Property from a private collection, Cairo



The present work in the artist's studio, circa 1980's.



60

MANOUCHER YEKTAI (IRAN, BORN 1922)

Untitled

charcoal on paper

signed and dated "1964" (lower right)

96 x 63cm (37 13/16 x 24 13/16in).

£4,000 - 6,000

US\$5,200 - 7,900

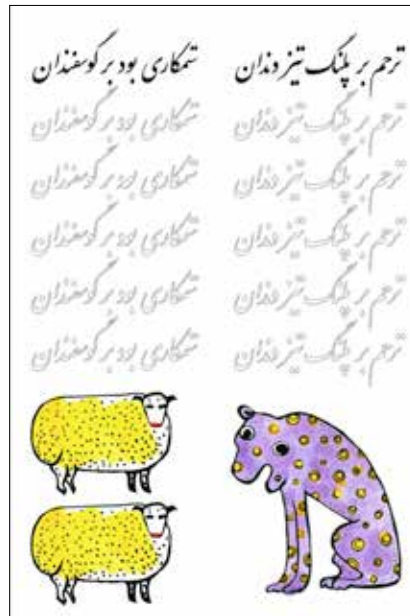
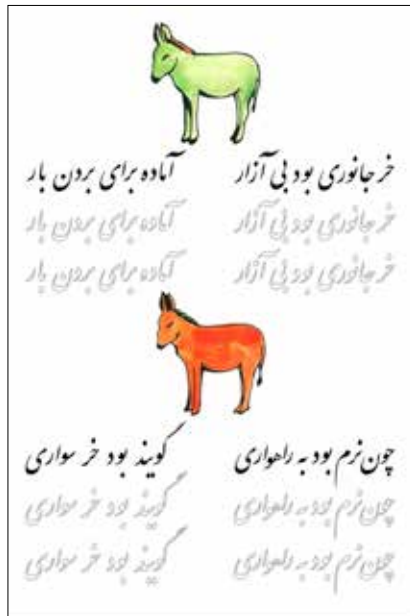
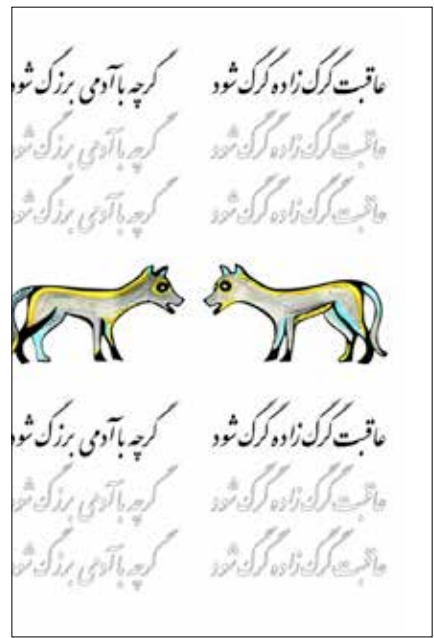
€4,500 - 6,700

Provenance:

Property from a private collection, London

61

No lot



62

PARVIZ TANAVOLI (IRAN, BORN 1937)

Adab

five hand colored screen-prints on paper, framed, each print is signed and numbered, number 2 from an edition of 35 and 5 artists proofs executed in 2016
each print: 58 x 40 cm

£1,500 - 2,500

US\$2,000 - 3,300

€1,700 - 2,800

To be sold without reserve

Provenance:

Property from a private collection, London

Note:

This work is sold with a certificate signed and numbered by the artist





63

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

Jidar in Green (Wall in Yellow)

mixed media on board

signed and dated "1981" (lower left)

90 x 70cm (35 7/16 x 27 9/16in).

£25,000 - 35,000

US\$33,000 - 46,000

€28,000 - 39,000

Provenance:

Property from the family collection of Shakir Hassan Al-Said



64 *

MOHAMMED ISMAIL (EGYPT, 1936-1993)

Untitled

oil on canvas, framed

signed "Ismail" and dated "89" in Arabic and English (lower right and lower left), executed in 1989

50 x 70cm (19 11/16 x 27 9/16in).

£6,000 - 8,000

US\$7,900 - 10,000

€6,700 - 9,000

To be sold without reserve

Provenance:

Property from a private institution, UAE

Acquired from Courtyard Gallery, December 2009

“In an interview with Edouard Roditi in 1960, Zeid describes her experience with the ‘D Group’: ‘We were considered dangerous innovators and revolutionaries because we insisted on showing our work to the masses, not only to the educated elite, as all painters of the past had done...we attached as much importance to the critical remarks of illiterate workers as to opinions expressed by sophisticated intellectuals.’”

- Fahr El-Nissa Zeid

An Important Abstract Work by Fahr El-Nissa Zeid Formerly In The Collection of Renowned Poet Edouard Roditi

65 *

FAHR EL-NISSA ZEID (TURKEY, 1900-1991)

Red Dawn

oil on canvas, framed

signed “FAHR EL NISSA” (lower right), executed circa 1960’s

50.5 x 75.5cm (19 7/8 x 29 3/4in).

£10,000 - 15,000

US\$13,000 - 20,000

€11,000 - 17,000

Provenance:

Originally acquired directly from the artist by her friend Edouard

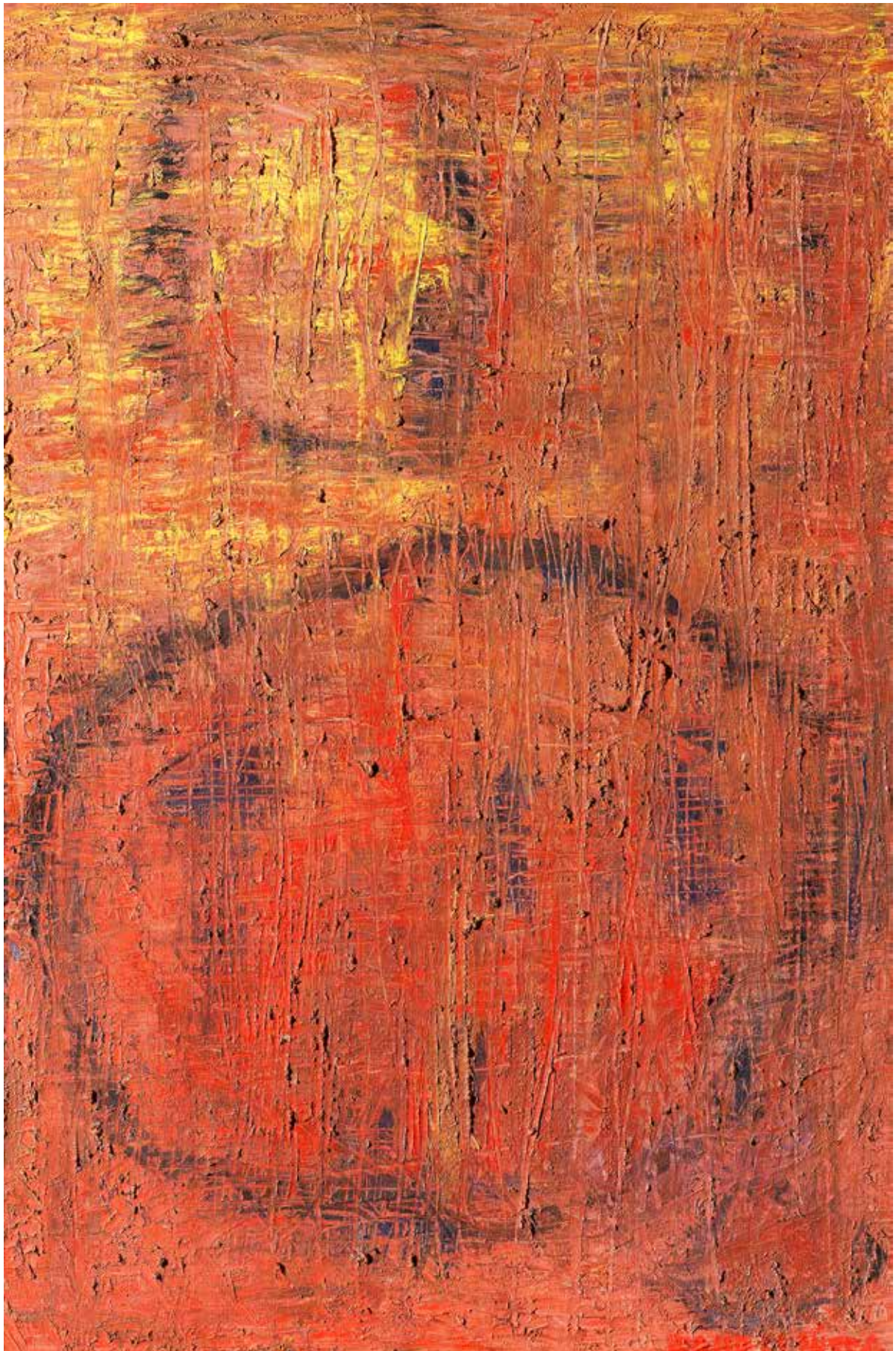
Herbert Roditi (famous poet and translator b. Paris 1910)

Gifted to his brother Harold Lawrence Roditi and his wife Doris May

Roditi,

By descent to the latter’s brother, William Spurgeon Dexter

Thence by descent to the present owner





66

FAHR EL-NISSA ZEID (TURKEY, 1900-1991)

Abstract Movement

Mixed media, gouache on multi-layered cardboard
executed circa 1960's

45 x 45cm (17 11/16 x 17 11/16in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,400 - 5,600

67

FAHR EL-NISSA ZEID (TURKEY, 1900-1991)

Abstract Cockerel II
mixed media on paper, framed
executed circa 1950's-60's
51 x 36cm (20 1/16 x 14 3/16in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,400 - 5,600

Provenance:

Property from a private European collection



67

68

FAHR EL-NISSA ZEID (TURKEY, 1900-1991)

Abstract Cockerel
mixed media on paper, framed
inscribed "A bird" in French on the verso, executed circa
1950's-60's
51 x 36cm (20 1/16 x 14 3/16in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,400 - 5,600

Provenance:

Property from a private European collection



68



69

69

**FAHR EL-NISSA ZEID
(TURKEY, 1900-1991)**

Abstract Composition in yellow
mixed media on paper, framed
executed circa 1950's-60's
32 x 33cm (12 5/8 x 13in).

£3,000 - 5,000
US\$3,900 - 6,600
€3,400 - 5,600

Provenance:

Property from a private European collection



70

70

**FAHR EL-NISSA ZEID
(TURKEY, 1900-1991)**

Sun
mixed media on paper, framed
signed F.Z. (lower right), executed circa late
1950's
26 x 33cm (10 1/4 x 13in).

£1,500 - 2,500
US\$2,000 - 3,300
€1,700 - 2,800

Provenance:

Property from a private European collection

71

**FAHR EL-NISSA ZEID
(TURKEY, 1900-1991)**

Abstract Orb

mixed media on paper, framed
signed "F.Z." (lower left), signed F.Z (lower
right), executed circa late 1950's
30 x 33cm (11 13/16 x 13in).

£2,000 - 4,000

US\$2,600 - 5,200

€2,200 - 4,500

Provenance:

Property from a private European collection



71

72

**FAHR EL-NISSA ZEID
(TURKEY, 1900-1991)**

Abstract Owl

mixed media on paper laid down onto board
executed circa 1960's
48 x 48cm (18 7/8 x 18 7/8in).

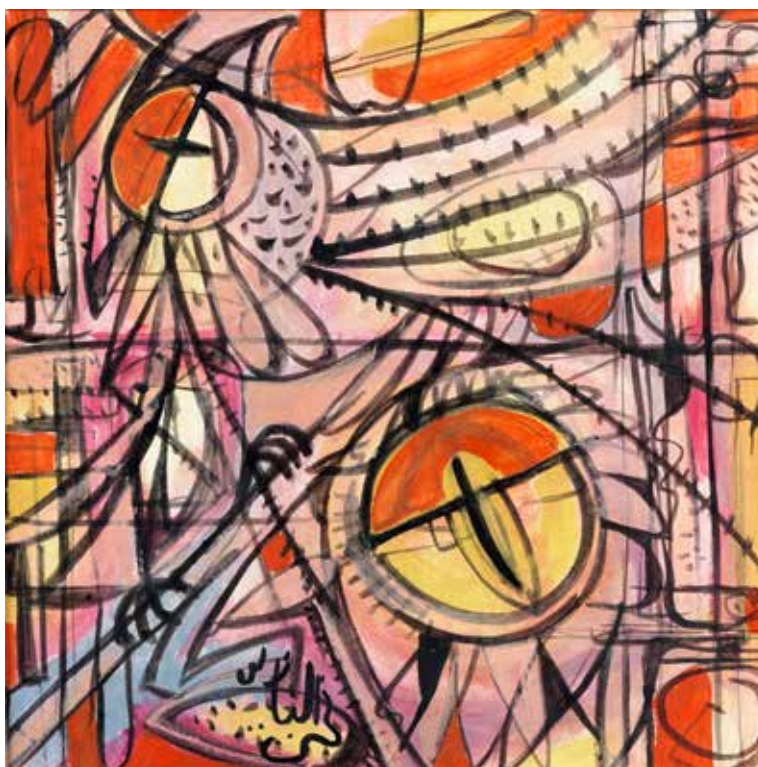
£4,000 - 6,000

US\$5,200 - 7,900

€4,500 - 6,700

Provenance:

Property from a private European collection



72



73

73

**FAHR EL-NISSA ZEID
(TURKEY, 1900-1991)**

The Colourful Bird
oil and gold-leaf on reverse glass
signed "F. Zeid" and inscribed "colorful bird" in
Turkish on verso
33 x 41.5cm (13 x 16 5/16in).

£4,000 - 6,000
US\$5,200 - 7,900
€4,500 - 6,700

Provenance:

Property from a private European collection



74

74

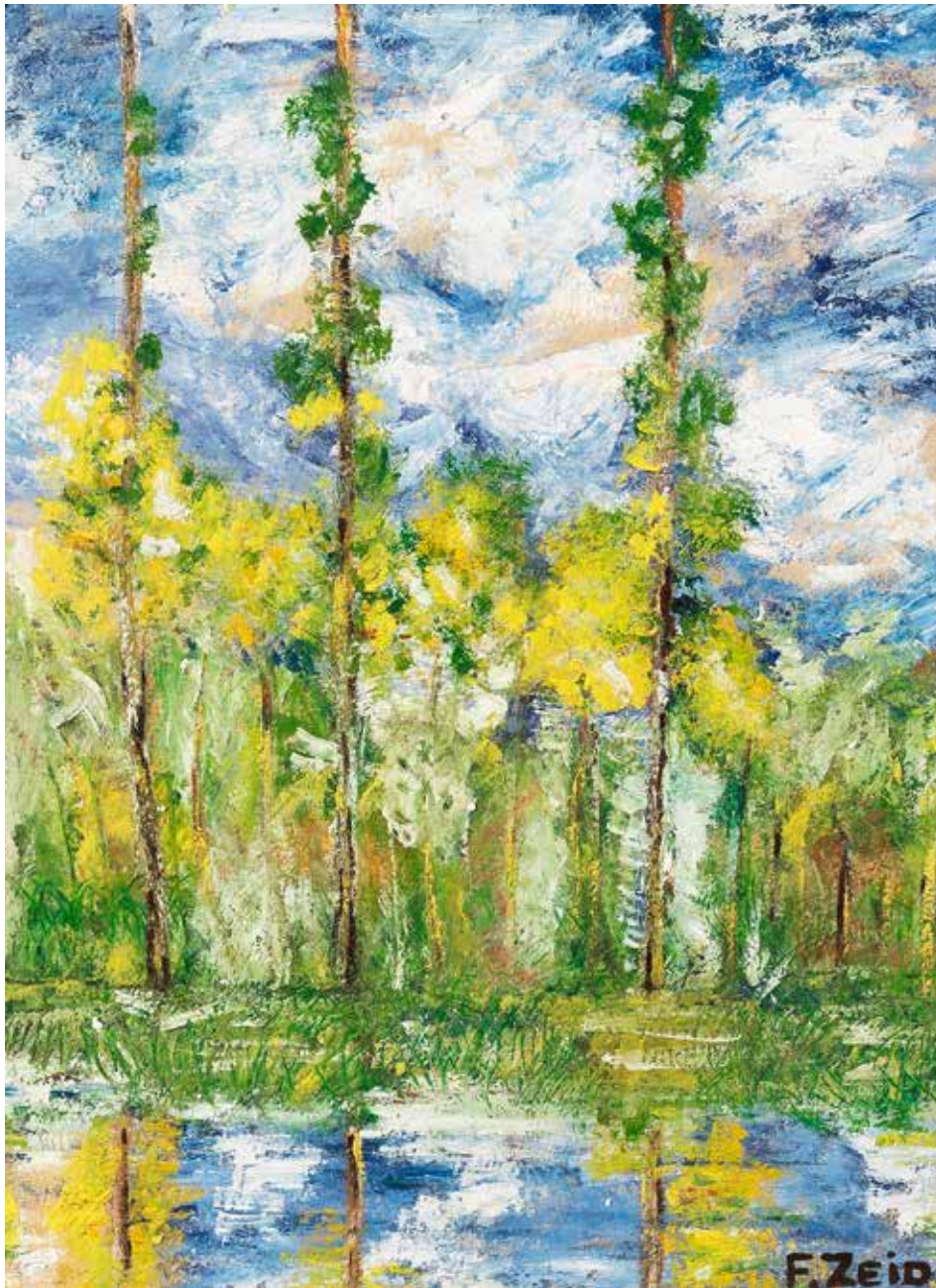
**FAHR EL-NISSA ZEID
(TURKEY, 1900-1991)**

My Flowers
oil on cardboard, framed
signed and titled "My flowers" in French on
the verso
70 x 50cm (27 9/16 x 19 11/16in).

£4,000 - 6,000
US\$5,200 - 7,900
€4,500 - 6,700

Provenance:

Property from a private European collection



75

FAHR EL-NISSA ZEID (TURKEY, 1900-1991)

Landscape

oil on cardboard, framed

signed "F.ZEID" (lower right)

40.6 x 31cm (16 x 12 3/16in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,400 - 5,600

Provenance:

Property from a private European collection

Acquired in Paris, circa 2002

76

No lot

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



77

77 * TP

AHMED MOUSTAFA (EGYPT, BORN 1943)

The Transcendental Mansion of the Moon
oil and watercolour on rag paper, framed
signed and dated "1992" in English and Arabic (lower left),
executed in 1999
149 x 241cm (58 11/16 x 94 7/8in).

£50,000 - 70,000
US\$66,000 - 92,000
€56,000 - 78,000
To be sold without reserve

Provenance:
Property from a private collection, Dubai
Dubai, Modern & Contemporary Arab, Iranian, Indian & Pakistani Art,
Bonhams, 3 March 2008, lot 76

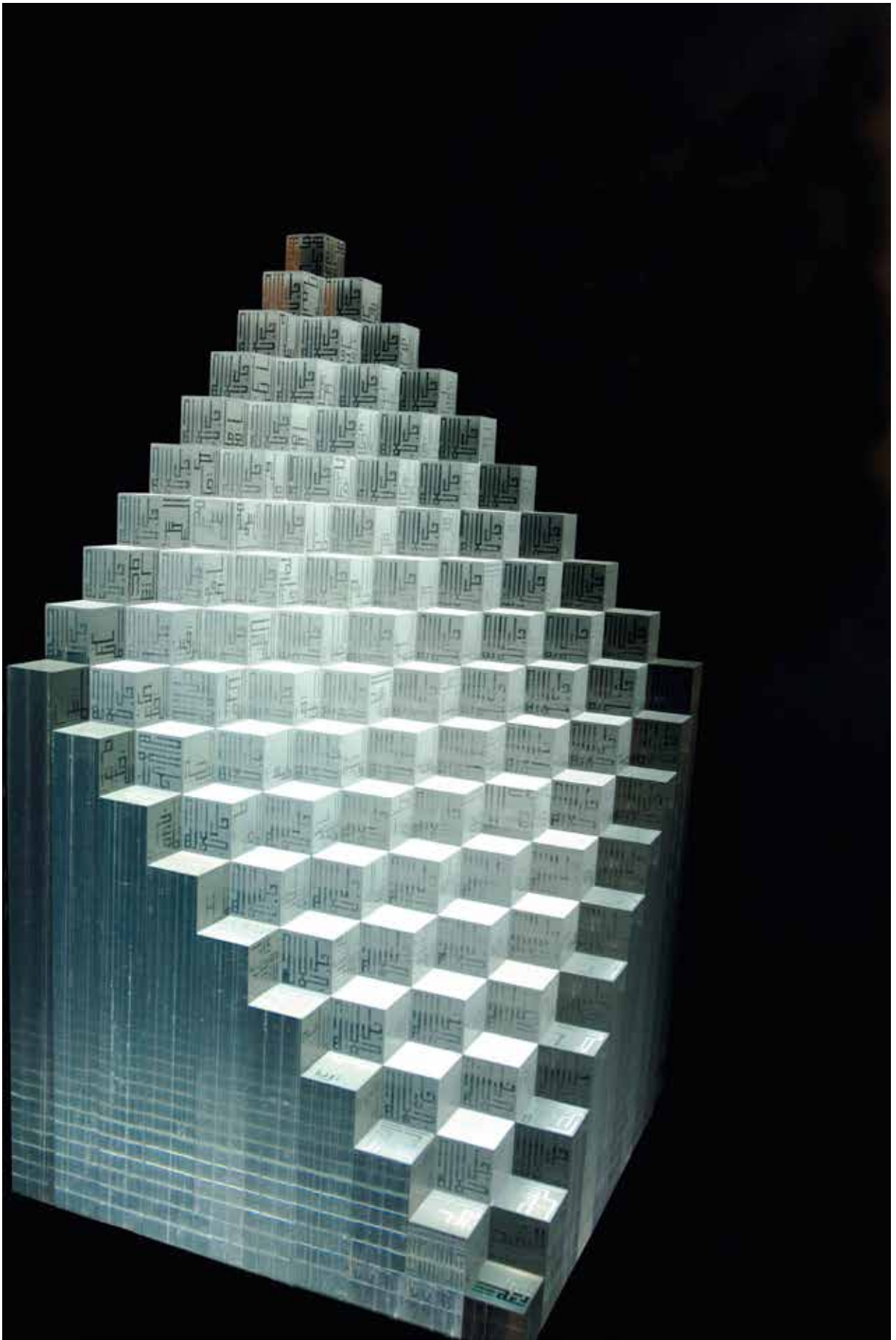
78 * TP

AHMED MOUSTAFA (EGYPT, BORN 1943)

The Attributes of Divine Perfection
installation, steel and perspex
executed in 2007
161.5 x 56 x 56 cm

£50,000 - 70,000
US\$66,000 - 92,000
€56,000 - 78,000
To be sold without reserve

Provenance:
Property from a private collection, Dubai
Bonhams, Modern & Contemporary Arab, Iranian, Indian & Pakistani
Art, 3 March 2008, Dubai, lot 68



79 *

SHIRIN NESHAT (IRAN, BORN 1957)

Fervor

gelatin silver print

signed "Shirin Neshat", titled "Fervor series", dated "2000" and inscribed "3/5" (on the verso), executed number three from an edition of five, executed in 2000

120 x 162cm (47 1/4 x 63 3/4in).

£15,000 - 25,000

US\$20,000 - 33,000

€17,000 - 28,000

To be sold at no reserve

Provenance:

Property from a private collection, Dubai

New York, Phillips de Pury & Company, Contemporary Art, 16 May

2008, lot 320, page 121

Patrick Painter Inc, Santa Monica

Literature

Nana Asfour, *Women Under the Influence*, Bookforum, April/May 2008, illustrated on page 12

In 1975, Shirin Neshat left her hometown of Qazvin to study at the University of California, Berkeley. After almost 20 years of being away Neshat visited her motherland 1990 for the first time. Neshat's artistic career started from a very personal place; deeply saddened and affected by how the Islamic revolution had completely transformed the landscape of her beloved country. In 1993, she produced her first politically charged body of work, the Women of Allah series, which gained her worldwide recognition.

This hauntingly beautiful black and white still image is captured in an allegorical Islamic Republic of Iran where the men and women are forcefully separated from one another both physically and metaphorically. Filmed in Morocco in 2000, Fervor is a two-channel video, which features a female protagonist in a black chador on one screen and a male protagonist in a white shirt on a parallel screen. The two characters give each other sideways glances and do not act on their clearly amorous desires. Their love remains unrequited, their relationship unresolved. They pass on foot in route to a gathering where a mullah (Islamic priest) preaches to a segregated crowd about being chaste.

The black & white medium was an instant reflection of the clear-cut contrast between the men and women in the mosque, with women in black veils and the men in white shirts. This understated work of art is titillating and frustrating, revealing Neshat's layered intentions. In this body of work Neshat is specifically interested in the problematic position of concepts like temptation, sexuality, and desire in the Middle East, but is more broadly interested in the tension created between individuals and the social order.

A prominent and incriminated symbol of the Islamic revolution, the chador is a dominant feature in all of Neshat's works, marking the cultural gap between the West and the East, the male and the female and the private versus the public spheres. Her practice challenges preconceptions of Middle Eastern women and addresses the cultural, political and social concerns women face in a contemporary Islamic society.





80

MOHSEN VAZIRI MOGHADDAM (IRAN, 1924-2018)

Untitled

sand and mixed media on canvas

executed in 1962

70 x 100cm (27 9/16 x 39 3/8in).

£12,000 - 18,000

US\$16,000 - 24,000

€13,000 - 20,000

Provenance:

Property from a private collection, London



81 *

MOSTAFA AHMED (EGYPT, 1930-1999)

The High Dam

oil on panel, framed

executed in 1967, signed lower left (in Arabic)

66 x 86cm (26 x 33 7/8in).

£6,000 - 10,000

US\$7,900 - 13,000

€6,700 - 11,000

Provenance:

Property from a private collection, Cairo

Literature:

Dr Sobhy El-Sharouny, Painter Mostafa Ahmed, Dar El Sherouk, Cairo,
page 70



82

82 *

SAMIR RAFI (EGYPT, 1926-2004)

The Catch

mixed media on paper, framed

dated "3-6-78" (bottom centre), executed in 1978

40.5 x 28cm (15 15/16 x 11in).

£1,000 - 2,000

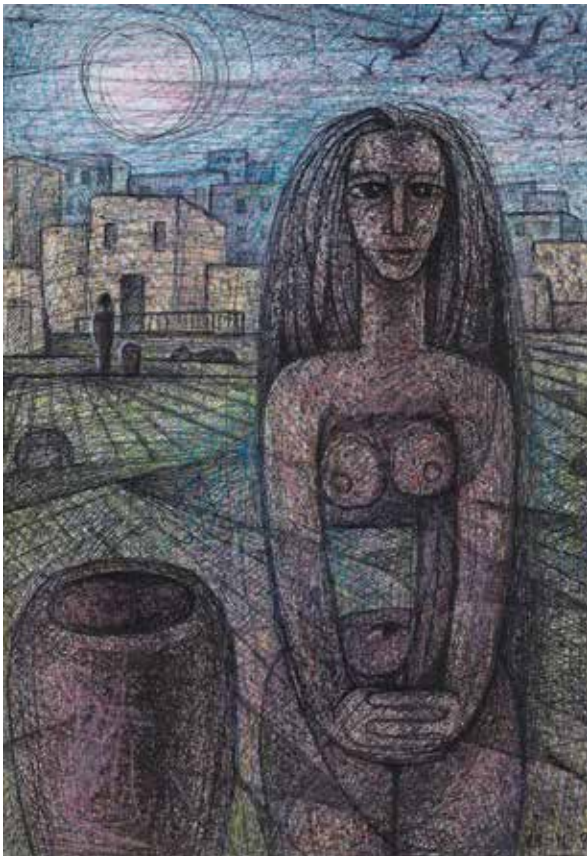
US\$1,300 - 2,600

€1,100 - 2,200

Provenance:

Property from a private collection, Cairo

Acquired directly by the above from the Artist's family



83

83 *

SAMIR RAFI (EGYPT, 1926-2004)

Sunrise with the Birds

mixed media on paper, framed

signed lower right, dated "18-11-9"

40.5 x 28cm (15 15/16 x 11in).

£1,000 - 2,000

US\$1,300 - 2,600

€1,100 - 2,200

Provenance:

Property from a private collection, Cairo

Acquired directly by the above from the Artist's family

84 *

SAMIR RAFI (EGYPT, 1926-2004)

The Bond

mixed media on paper, framed
inscribed 25-12-54 I.C. (lower left), executed in 1954
40.5 x 28cm (15 15/16 x 11in).

£1,000 - 2,000

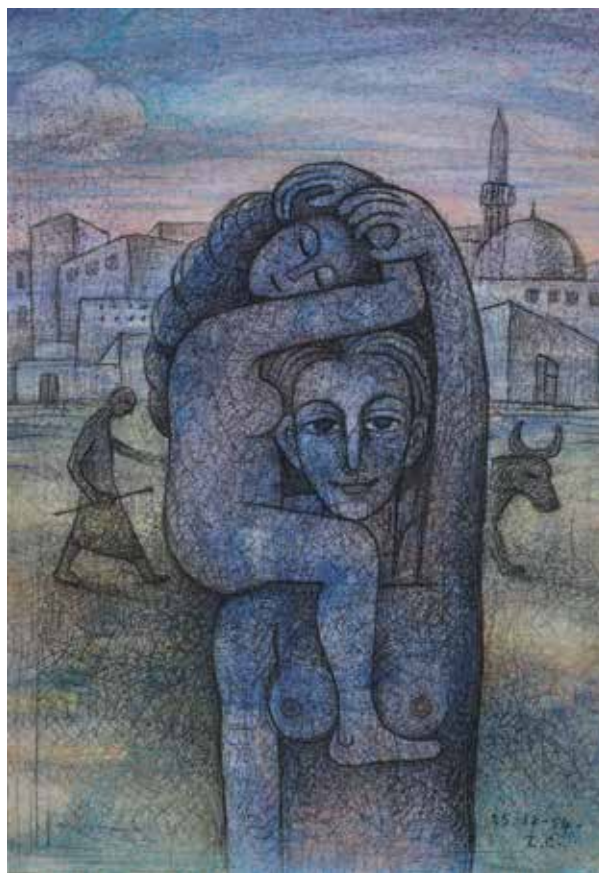
US\$1,300 - 2,600

€1,100 - 2,200

Provenance:

Property from a private collection, Cairo

Acquired directly by the above from the Artist's family



84

85 *

SAMIR RAFI (EGYPT, 1926-2004)

Lady in Black and White

mixed media on paper, framed
dated "4-6-78" and inscribed "III" (lower right), executed
in 1978
40.5 x 28cm (15 15/16 x 11in).

£1,000 - 2,000

US\$1,300 - 2,600

€1,100 - 2,200

Provenance:

Property from a private collection, Cairo

Acquired directly by the above from the Artist's family



85



86

86 *

SAMIR RAFI (EGYPT, 1926-2004)

After Renoir

mixed media on paper, framed

titled (upper right), dated "15-8-43", executed in 1943
40.5 x 28cm (15 15/16 x 11in).

£1,000 - 2,000

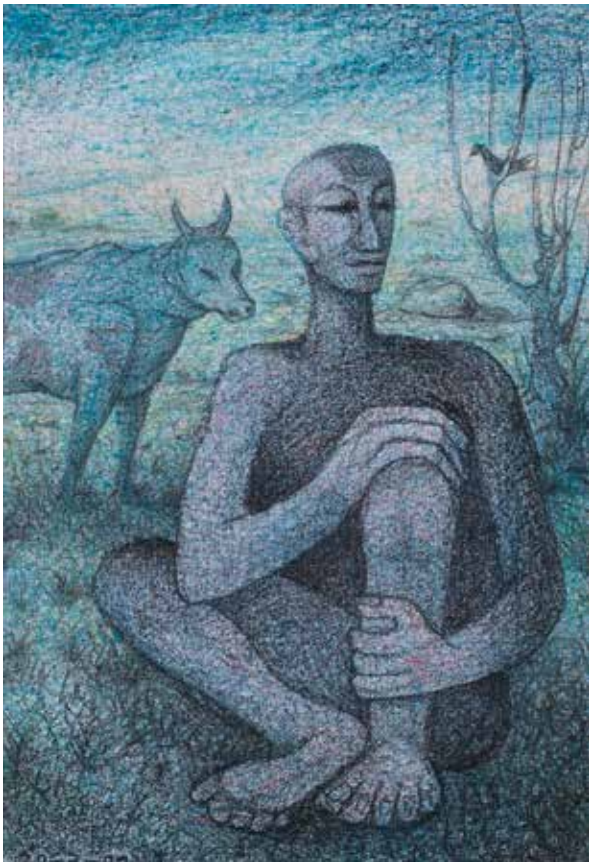
US\$1,300 - 2,600

€1,100 - 2,200

Provenance:

Property from a private collection, Cairo

Acquired directly from the Artist's family



87

87 *

SAMIR RAFI (EGYPT, 1926-2004)

Figure in Repose

mixed media on paper, framed

dated "20-7-79" (lower left), executed in 1979
40.5 x 28cm (15 15/16 x 11in).

£1,000 - 2,000

US\$1,300 - 2,600

€1,100 - 2,200

Provenance:

Property from a private collection, Cairo

Acquired directly by the above from the Artist's family



88 *

SAAD EL KHADEM (EGYPT, 1913-1987)

The Banks of the Nile

oil on canvas, framed

signed (lower right), executed circa 1950s

83 x 125cm (32 11/16 x 49 3/16in).

£14,000 - 18,000

US\$18,000 - 24,000

€16,000 - 20,000

Provenance:

Property from a private collection, Alexandria



89 *

HASSAN SOLIMAN (EGYPT, BORN 1928)

Still Life in Gray

oil on board, framed

signed Hassan Soliman and dated "1964" (upper left), executed in 1964

66 x 66cm (26 x 26in).

£4,000 - 6,000

US\$5,200 - 7,900

€4,500 - 6,700

Provenance:

Property from the collection of George Edwin Wishon, American Cultural Attache in Iraq, circa 1970

Thence by descent to the present owner

90 *

MANSOUR FARAG (EGYPT, 1910-2000)

The Fellaha's Burden

bronze

signed "Mansour Farrag" in Arabic and English and dated

"1961" on the base, executed in 1961

Height: 75cm

£12,000 - 15,000

US\$16,000 - 20,000

€13,000 - 17,000

Provenance:

Property from a private collection, Cairo

Bonhams is delighted to present to the market this magnificent and rare bronze sculpture by Mansour Farag. Considered to be one of the most prominent Egyptian sculptors of his generation, Mansour Farag belonged to the second generation of modern Egyptian sculptors along with his counterpart Ahmed Osman, following Mahmoud Mokhtar and preceding Mahmoud Moussa.

In 1930, Farag graduated from the School of Arts & Crafts now known as the Faculty of Applied Arts in Cairo. He spent the following year in Aswan working as an art teacher before being granted a state scholarship to undertake a post-graduate degree in sculpture in Europe. Between the years of 1931 and 1935, Farag spent the first two years in London, a year in the Beaux-Arts de Paris and his final year in Florence. After completing his studies, Farag returned to his beloved Egypt and became the head of the sculpture department until 1970.

This seminal sculpture sheds light on the integral role the fellaha played in 20th century Egypt, particularly in the domain of agriculture and rural society. In this work the viewer is captivated by the artist's approach towards his female protagonist. The Fellaha's Burden unveils the noble suffering and hard work of the female farmers upon whose backs the glory and the survival of Egypt rested. Despite her challenges the fellaha stands tall and upright as she carries the burden of transporting her harvest from place to place up and down the river. The iconic symbol of the fellaha was one of the earliest acts of support male artists gave to the Egyptian feminist movement in their recognition and celebration of the fellaha's contribution to society.

1935 was a monumental year for Farag, the year he realized his iconic masterpiece the Sellers of Aswan Souk. That same year he was awarded the first prize in the Société des Amis des Arts, where he obtained the Gold Medal for The Sellers of Aswan Souk. This artwork was also exhibited at the fifteenth Venice Biennale in 1938. In the 1940s, Farag realized numerous sculpture projects, mostly reliefs, in public spaces such as the Giza Zoo, Saraye El Qobba subway station and the Ministry of Defence. In 1947, he sculpted the bronze reliefs decorating the pedestal of the monument to commemorate Ibrahim Pacha statue on the Opera square in Cairo in collaboration with his colleague and sculptor Ahmed Osman. He was also commissioned to do numerous statues and portraits of the third President of Egypt Anwar Sadat's. Sadat's bust was known to be the most famous. In 1994, Mansour Farag was awarded the State Distinction Prize in honour of his artistic achievements.

91

No lot







93

92^{AR}

BAYA (ALGERIAN, 1931-1998)

Femme et Oiseau
gouache on paper, framed
signed "A" and dated "2008" (upper left), executed in 2008
139 x 92cm (54 3/4 x 36 1/4in).

£1,500 - 2,500
US\$2,000 - 3,300
€1,700 - 2,800

Provenance:

Property from a private collection, UK
Gifted by the Artist to the present owner's mother in the 1970s,
Algeria

93

EFFAT NAGHI (EGYPT, 1905-1994)

Le Sagittaire
mixed media, collage, antique stones and gold leaf on wooden box
signed "Effat Naghi", titled "Le Sagittaire" and inscribed "old wood
decorated with mother-of-pearl, gilding and antique glass paste" on
the verso, executed in 1972
26 x 44cm (10 1/4 x 17 5/16in).

£2,000 - 3,000
US\$2,600 - 3,900
€2,200 - 3,400

Provenance:

Property from the private collection of H.E Ambassador Francine
Henrich

Bonhams

AUCTIONEERS SINCE 1793



Fine Chinese Art

New Bond Street, London | 8 November 2018

PREVIEWS

Hong Kong

27 September - 2 October

London

4-7 November

ENQUIRIES

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bonhams.com/chineseart

AN EXCEPTIONALLY RARE AND LARGE UNDERGLAZE-BLUE AND IRON-RED ENAMEL 'NINE DRAGON' DISH

Qianlong seal mark and of the period
47.5cm (18 2/3in) diam.

£400,000 - 600,000 *

Provenance: An European private collection,
acquired in the late 1960s

* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

Bonhams

AUCTIONEERS SINCE 1793



Fine Chinese Paintings

Hong Kong | 1 October, 2018

VIEWING

27 - 30 September 2018

INQUIRIES

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[bonhams.com/chinesepaintings](https://www.bonhams.com/chinesepaintings)

Top

Infinite Life Sutra in Uchen Script (9th Century)
31.5 x 136.5cm (12 $\frac{3}{8}$ x 53 $\frac{3}{4}$ in)

Bottom

Infinite Life Sutra in Uchen Script (9th Century)
31 x 531cm (12 $\frac{1}{4}$ x 209in)

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 or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

If you wish to bid at the *Sale* by telephone, please complete a *Telephone Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable *VAT*. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to *VAT* at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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

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

8. VAT

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

The following symbols, shown beside the *Lot* number, 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*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by 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: 25663009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25663009

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.

Payment may also be made by one of the following methods:

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 and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

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

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

9 THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1			9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1			9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2		7.4		
7.1.3				
7.1.4		8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT		
7.1.5		8.1		
7.1.6			9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.7			9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.8		8.1.1	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.9		8.1.2	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.10		8.1.3	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.11		8.1.4	10 OUR LIABILITY	
7.2		8.2	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> .
	9 FORGERIES	8.2.1	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:
	9.1	8.2.2	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
	9.2		10.2.2	changes in atmospheric pressure; nor will we be liable for:
	9.2.1		10.2.3	damage to tension stringed musical instruments; or
	9.2.2		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
	9.2.3			

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."

Bonhams Specialist Departments

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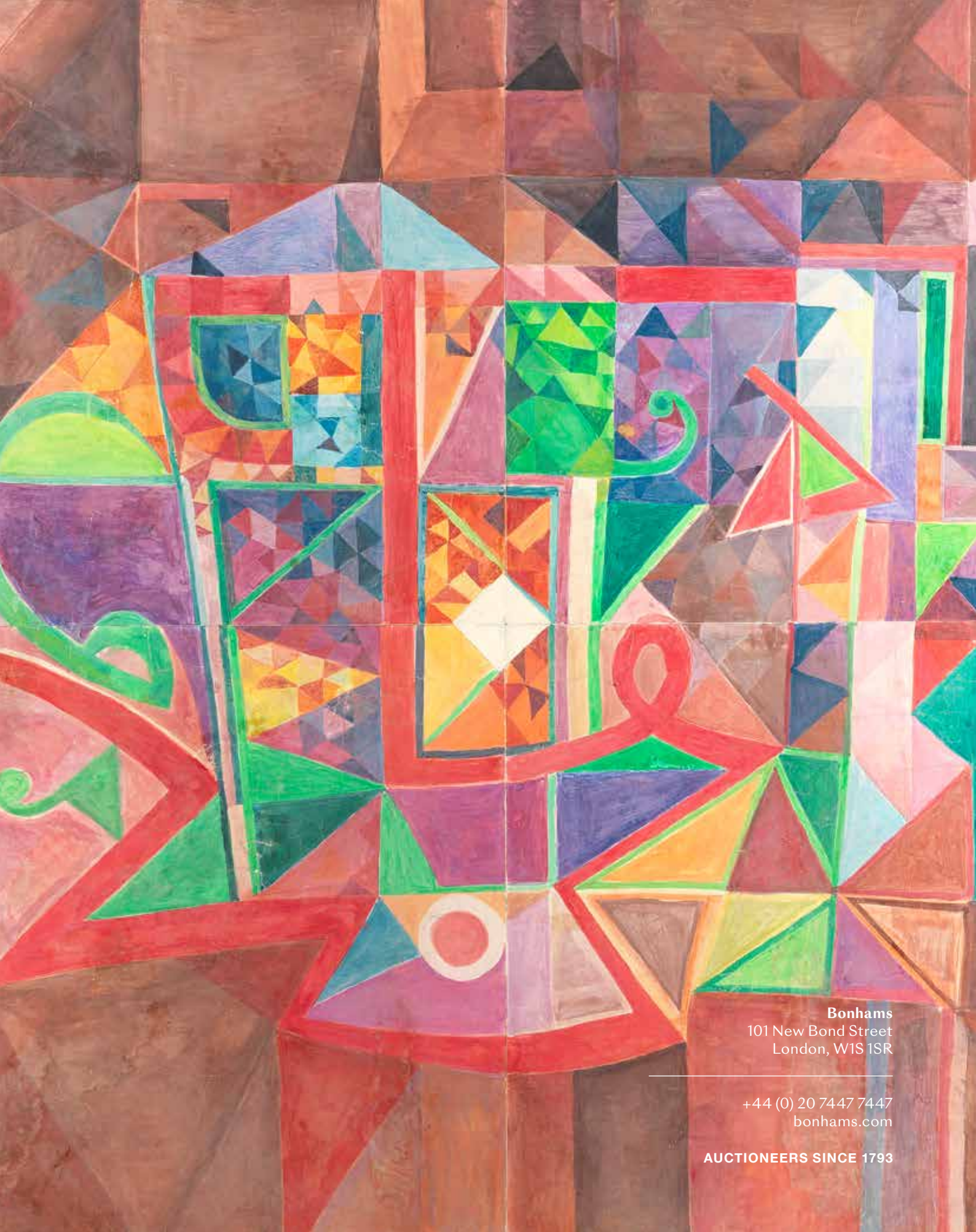
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