



# Bonhams

**Modern and Contemporary  
South Asian Art**

New Bond Street, London | 24 October 2018





Husain



# Modern and Contemporary South Asian Art

New Bond Street, London | Wednesday 24 October 2018, 1pm

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Front cover: lot 26  
Back cover: lot 121  
Inside front cover: lot 21  
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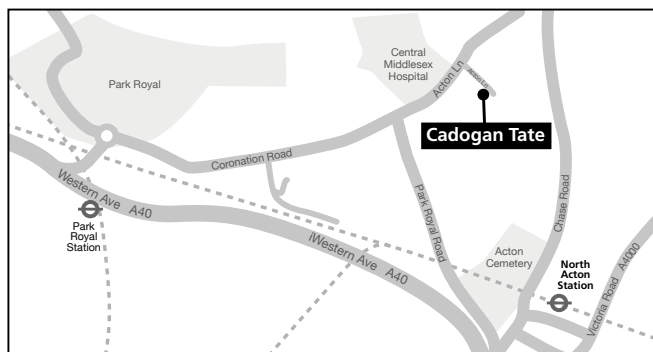
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1

1  
**JAMINI ROY (INDIA, 1887-1972)**

Untitled  
 Signed in Bengali lower right  
 Tempera on card  
 29.5 x 25cm (11 5/8 x 9 13/16in).

£4,000 - 6,000  
 \$5,300 - 7,900  
 €4,500 - 6,700

**Provenance:**  
 Private Collection, Singapore;  
 Private Collection, USA, acquired in India in the 1960s.



2

2 \*  
**A A ALMELKAR (INDIA, 1920-1982)**

Lakshmi  
 Signed 'A A Almelkar' upper left  
 Oil on board  
 31 x 30.5cm (12 3/16 x 12in).

£1,500 - 2,000  
 \$2,000 - 2,600  
 €1,700 - 2,200

**Provenance:**  
 Private collection, UK.





3

3  
**SHANTI DAVE (INDIA, B. 1931)**

No. 15 (1961)  
 Signed in Gujarati on reverse  
 Oil on canvas  
 99 x 48cm (39 x 18 7/8in).

£4,000 - 6,000  
 \$5,300 - 7,900  
 €4,500 - 6,700

**Provenance:**

Private Collection, UK;  
 Acquired directly from the artist;  
 Thence by descent.



4

4 \*  
**SHANTI DAVE (INDIA, B. 1931)**

Untitled  
 Signed 'Shanti Dave' and dated '70 upper centre  
 Mixed media on canvas  
 110 x 60cm (43 5/16 x 23 5/8in).

£4,000 - 6,000  
 \$5,300 - 7,900  
 €4,500 - 6,700

To be sold without reserve

**Provenance:**

Private Collection, Dubai;  
 Sotheby's, *Indian Art*, 2 May 2008, Lot 70;  
 Private Collection, Sweden.



5 \*

**AMBADAS KHOBRAKAGE (INDIA, 1922 - 2012)**

Untitled

Dated indistinctly in Devanagari upper left

Oil on canvas

114 x 126.5cm (44 7/8 x 49 13/16in).

**£7,000 - 9,000**

**\$9,200 - 12,000**

**€7,900 - 10,000**

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

Sotheby's, *Indian Art*, 2 May 2008, Lot 71.



6 \*

**SADANAND BAKRE (INDIA, 1920-2007)**

Untitled

Signed 'Bakre' and dated 1959 in Devanagari lower right

Oil on board

61 x 91.5cm (24 x 36in).

£7,000 - 9,000

\$9,200 - 12,000

€7,900 - 10,000

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

Sotheby's, *Indian Art*, 2 May 2008, Lot 37;

Private Collection, UK.

7 \*

**GANESH PYNE (INDIA, 1937-2013)**

Crown

Signed in Bengali and dated '78 lower left

Tempera on paper on canvas

48 x 43cm (18 7/8 x 16 15/16in).

£40,000 - 60,000

\$53,000 - 79,000

€45,000 - 67,000

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

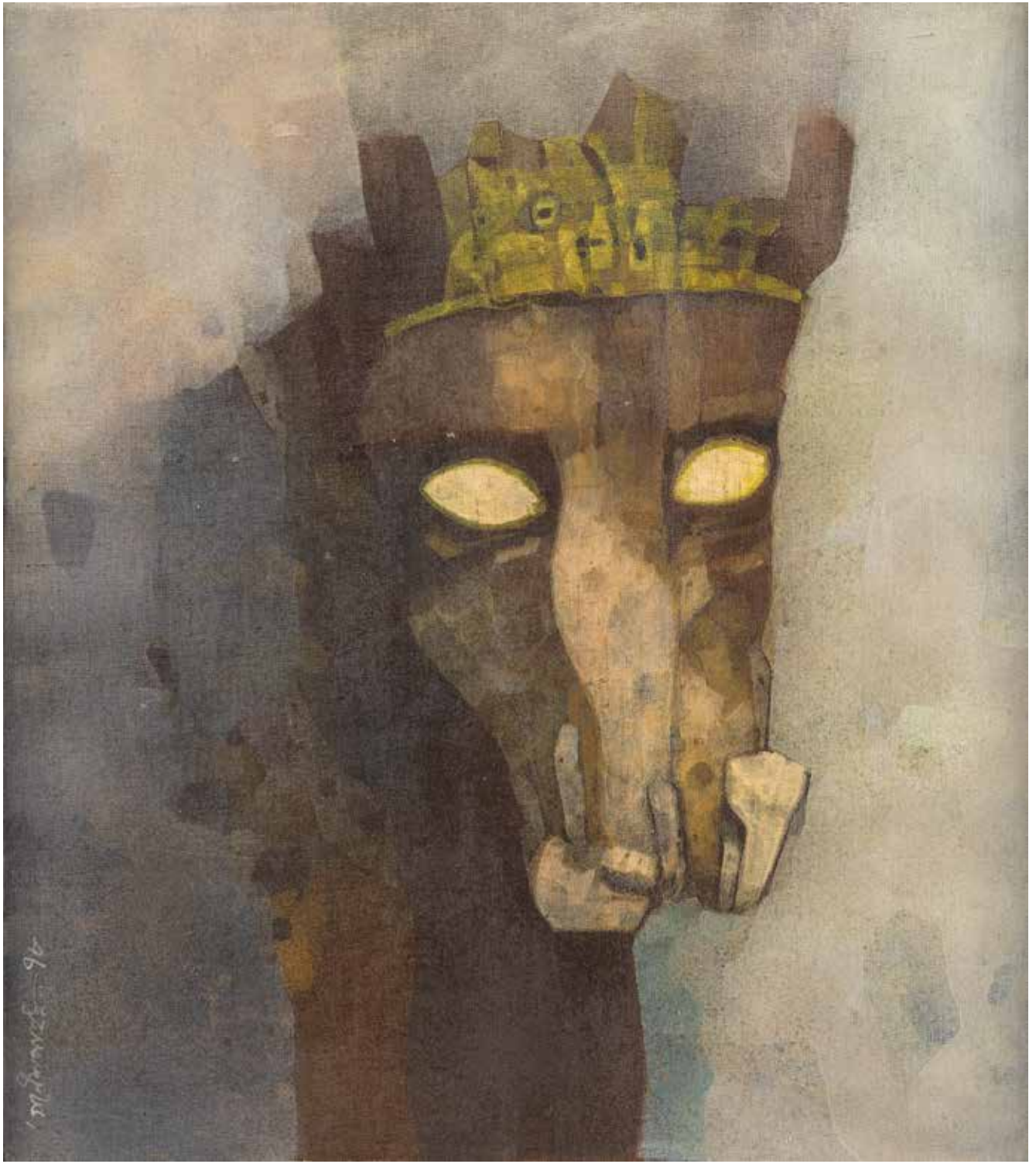
Christie's Hong Kong, *Southeast Asian and Modern Indian Paintings*,  
29 May 2005, Lot 110.

Bonhams is delighted to offer the present lot by one of the most noteworthy contemporary artists of the Bengal School. Ganesh Pyne developed his own style of 'poetic surrealism,' fantasy and dark imagery, which were drawn from Bengali folklore and mythology. He had an impressionable childhood as he witnessed the violent years preceding Indian independence including the communal riots in Calcutta in the 1940s. He trained as an artist at the Government College of Art and Craft in Calcutta but also worked as an animator for a few years. He worked with various mediums including watercolours and gouache, but finally settled with tempera.

His works exude an aura of brooding sadness and angst. Pyne tries to explore more existential questions through the imaginative and dark rendering of disfigured people and demonic animals. Skeletons, boats, bones, broken crowns, creaking doors and dilapidated windows are recurring motifs in his overlapping layered paintings. The employment of the dark shades of black, blue and brown assisted in setting the mood that Pyne was trying to echo through his paintings.

'Crown' is a masterful piece of mysticism and fantasy that embodies distortion both in the subject matter and the application of paint. This work is typical of the way Pyne deals with the delineation of eyes in his work. This unsettling and grotesque myth like demon is characteristic of the artist's intense imagery that makes him one of the most individual artists from the subcontinent.

'...true darkness gives one a feeling of insecurity bordering on fear but it also has its own charms, mystery, profundity, a fairyland atmosphere. Darkness still gives me the same feelings not as it did when I was a child. The only difference is that I try consciously to analyze these feelings now. Mythology and fables also fascinate me. Probably for the same reasons, I now look at things with eyes that are, I think, more mature but I also have a sneaking suspicion that when one is confronted with primeval values, one has little to gain through maturity...' (Ganesh Pyne in conversation with Arany Banerjee, LKC 15, April, 1973)





8  
**GANESH PYNE (INDIA, 1937-2013)**

Untitled  
 Ink on graph paper  
 27 x 21.5cm (10 5/8 x 8 7/16in).

£1,500 - 2,000  
 \$2,000 - 2,600  
 €1,700 - 2,200

**Provenance:**  
 Private Collection, Singapore.

8



9 \*  
**FRANCIS NEWTON SOUZA (INDIA, 1924-2002)**

Untitled  
 Signed 'Souza' and dated '63 upper left  
 Ink on paper  
 32 x 20cm (12 5/8 x 7 7/8in).

£1,500 - 3,000  
 \$2,000 - 4,000  
 €1,700 - 3,400

To be sold without reserve

**Provenance:**  
 Private Collection, Dubai.

9



10 \*

**FRANCIS NEWTON SOUZA (INDIA, 1924-2002)**

Louis Armstrong

Signed 'Souza' and dated '56 upper right

Ink on paper

26.5 x 20.5cm (10 7/16 x 8 1/16in).

£10,000 - 15,000

\$13,000 - 20,000

€11,000 - 17,000

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

Saffron Art, *Summer Auction 2008*, 18-19 June 2008, Lot 53.

**Published:**

Words and Lines, F.N. Souza, Villiers Publications Ltd., London, 1959, p. 16



Acclaimed Jazz musician, Louis Armstrong (1901-1971) holding his trumpet, 1948  
Everett Collection / Bridgeman Images



11 \*

**FRANCIS NEWTON SOUZA (INDIA, 1924-2002)**

Untitled

Signed 'Souza' and dated '57 upper left

Watercolour and ink on paper

32.5 x 20cm (12 13/16 x 7 7/8in).

£7,000 - 9,000

\$9,200 - 12,000

€7,900 - 10,000

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

Sotheby's, *Indian Art*, 2 May 2008, Lot 28;

Property of Mr and Mrs Milnes-Smith, purchased 8 June 1957;

Gallery One, London.



# Three Masterpieces by Francis Newton Souza

Lots 12 - 14

*'Analysis breaks down and intuition takes over. It is obvious that he [Souza] is a superb designer and an excellent draughtsman. But I find it impossible to assess his work comparatively. Because he straddles several traditions but serves none.'*

J. Berger, New Statesman

12 \*

**FRANCIS NEWTON SOUZA (INDIA, 1924-2002)**

Untitled (Nightscape)

Signed 'Souza' and dated '61 lower left

Oil on board

72 x 53cm (28 3/8 x 20 7/8in).

£60,000 - 80,000

\$79,000 - 110,000

€67,000 - 90,000

**Provenance:**

Private Collection, Dubai;

Sotheby's, *The Indian Sale*, 24 May 2007, Lot 45;

Private Collection, UK, acquired in the 1960s.

From the mid 50s Souza lived in the leafy London suburb of Hampstead. His townscapes of this early period were ordered and upright. A sudden shift takes place in the 1960s and Souza's townscapes become wild and structurally farcical. The innocuous North London town houses are depicted through a montage of perspectives. They are renderings of a dystopian world, frenzied and foreboding.

Souza's discusses his landscapes in an article in the Times of India in 1989:

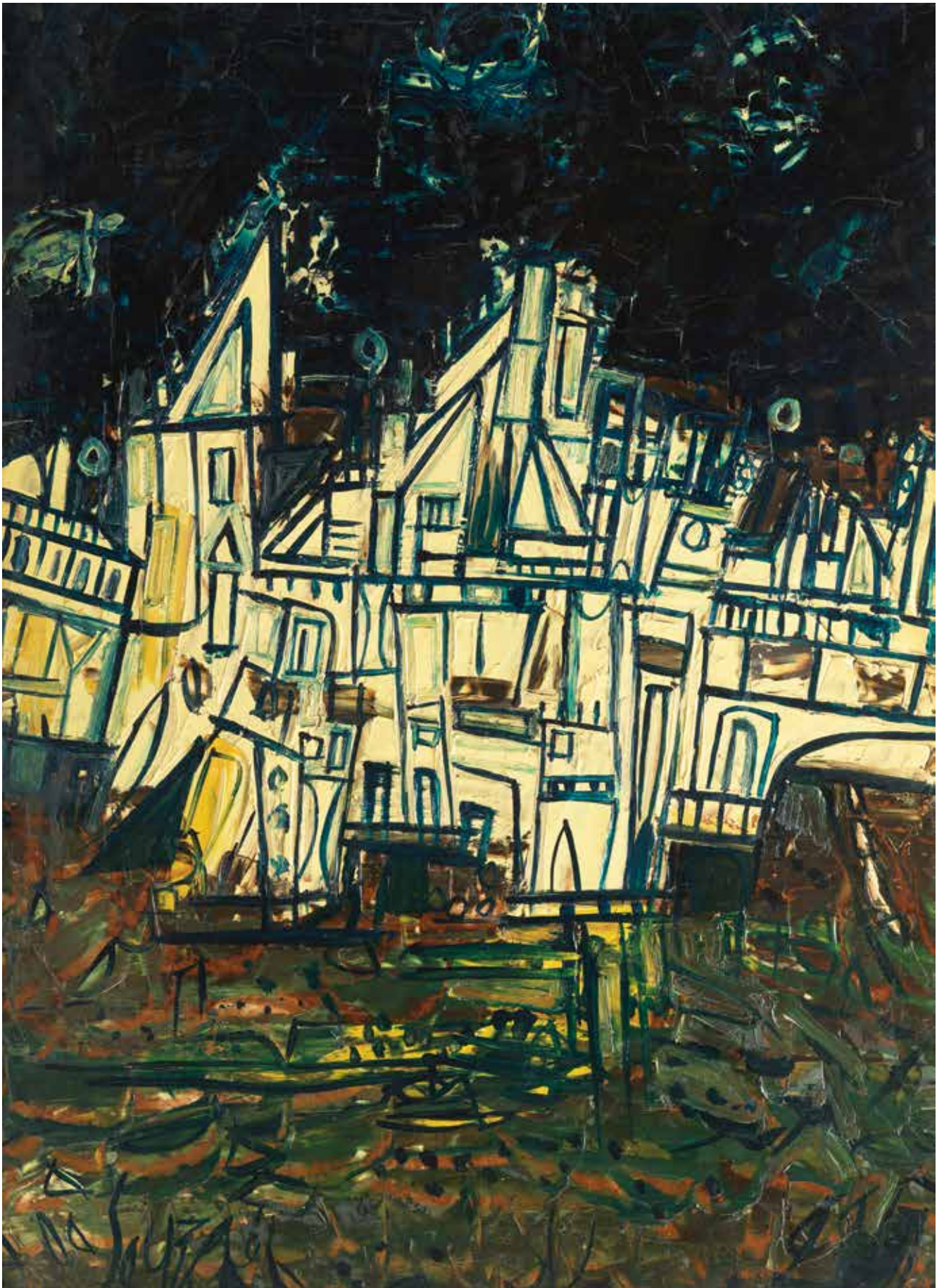
'We can now look back and be surprised at how those of us from the Progressive Artists' Group, Raza, Gade and myself, completely broke away from the wishy-washy 19th century English watercolourists, an influence which prevailed in Bombay even in the 1940s, and came into our own individual styles; our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

'Souza's landscapes... seem to be driven by a cataclysmic force, which wreaks havoc. Most of these cityscapes following, at first, a simple rectilinear structure, which later, in the 1960s, gives way to an apocalyptic vision. The tumbling houses in their frenzied movement are also symbolic of all things falling apart, of the very root of things being shaken, of a world of the holocaust and thalidomide babies.'

(Y. Dalmia, *The Making of Modern Art: The Progressives*, Oxford, 2001, p. 93)

Critic Edwin Mullins states that Souza has 'succeeded in creating images which are entirely personal, yet recognizable at the same time. They are often distorted to the point of destruction - houses no more than lopsided cubes...but they never threaten to dissolve into formalized abstract shapes. The violence and speed with which they were executed keep these images, however distorted, in touch with the painter's vision of what they really are.' (E. Mullins, *Souza*, Anthony Blond Ltd., London, 1962, p. 37)

Dalmia suggests that the landscapes of this period are ominous and dark, and yet there is an optimism in these pieces. The conservative middle class of North London, governed by appearance and respectability, were at odd with the open hedonism of the 1960s, at least publicly. Souza defaces their façade, behind which they hide and removes the ultimate bastion of respectability. He does so with carefully executed lines in a seemingly wild fashion. The distorted houses are no longer smokescreens but raggedy and distorted like their inhabitants. Souza brings a sense of macabre black comedy to his work.





Venus of Willendorf' Venus figurine from the 'Old Stone Age' period, approx 30,000 BCE

*'The advantage of a figurative painter has over the abstract is sheer impact: the brute force of an expressionist painting of a large, distorted, suggestive naked lady can overwhelm the bravest abstract painting – no doubt about it – because humans will be humans and sadism in sport, in the movies, in art, in theatre is where the meat is and the pleasure!'*

Francis Newton Souza

13 \*

**FRANCIS NEWTON SOUZA (INDIA, 1924-2002)**

Nude Queen

Signed 'Souza' and dated '62 upper left

Oil on canvas

145 x 120cm (57 1/16 x 47 1/4in).

£100,000 - 120,000

\$130,000 - 160,000

€110,000 - 130,000

**Provenance:**

Private Collection, Dubai;

Aicon Gallery, New York;

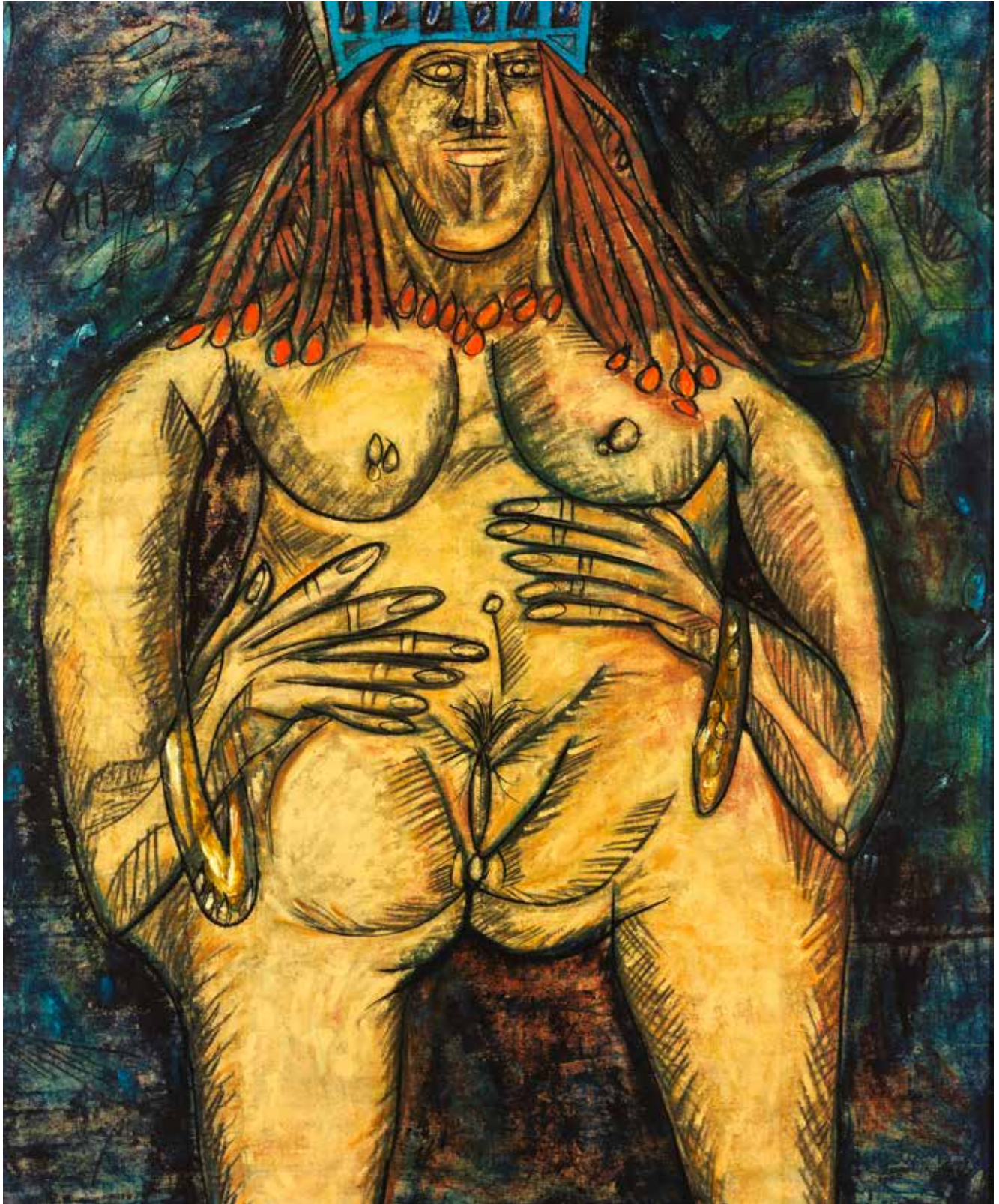
Schuster Gallery, Detroit.

In this masterful rendition, Souza's depicts an imposing regal figure. She is naked however she does not encompass the vulnerability or subordination of the conventional 'nude'. This nude is not the subject of the male gaze but instead subverts it – challenging the viewer. She is the epitome of the strong matriarchal figure echoing the strength and importance of other historic women such as the Venus of Willendorf. The totemic and goddess-like 'Nude Queen' is gargantuan, voluptuous and empowered by her grotesqueness. As Yashodhara Dalmia notes 'Nude Queen' is majestic despite Souza's own attempts to dismantle her.

Souza never shied away from the uncomfortable and shocking but this work is not meant to be harrowing but powerful. The crown adorning her beaded hair is only partially depicted as it is her presence that denotes the regal quality. The figure is stern faced with a long nasal bridge and feather style contours typical of Souza's portraits. The image emphasise the body parts associated with fertility, clad only in heavy torq bracelets.

The figure is aggressively sexual, as opposed to merely sexualised by the viewer. Domineering, Souza instils huge importance in this figure with his trademark bold jagged black lines and almost frenzied outlines. The overlaid hands indicating a presence from behind holding on to the torso, clasped close but out of view – perhaps this is Souza himself, presenting the figure, overshadowed by her? Could this worshipful matriarchal figure be reminiscent of Souza's own mother?

Souza recalls as a child watching his mother through a peep-hole 'I used to watch her bathe herself through a hole I had bored in the door. I was afraid if she thrust something in, I might get a bleeding eye-ball. I drew her on the walls and prudes thought I was rude. I can't see why, because as far as I can recollect, I had even painted murals on the walls of her womb.' (Y. Dalmia, *The Making of Modern Art: The Progressives*, Oxford, 2001, p. 91)



'F.N. Souza is concerned with two main themes: religion (suffering) and sex (pleasure). In opposition, they comprise the essence of the human and the divine predicament, the dilemma of man in the mid-20th century.'

Mervyn Levy in conversation with F.N. Souza,  
Studio International Art Magazine, April 1964

14 \*

**FRANCIS NEWTON SOUZA (INDIA, 1924-2002)**

Girl

Signed 'Souza' and dated '63 upper left and further inscribed

'Girl- 1963/ 59 x 40 1/2' on reverse

Oil on canvas

173 x 104cm (68 1/8 x 40 15/16in).

£80,000 - 120,000

\$110,000 - 160,000

€90,000 - 130,000

**Provenance:**

Private Collection, Dubai;

Sotheby's, *Indian Art*, 2 May 2008, Lot 31.

Souza was renowned for his often hypersexualised images of women and couples. Some viewed this as a perverse preoccupation but Souza's focus stemmed from the oppressive duplicity of Catholicism. As a Roman Catholic, he was raised in an environment that outwardly considered nudity and sex as deviant social anomalies yet followers would partake or wish to partake in those same activities. Souza was preoccupied with the hypocrisy of the Church and the notion of Original Sin. As he explains, '... as a Roman Catholic youth born in Goa, I was familiar with the priests bellowing sermons from pulpits against sex and immodesty particularly addressed to women, making them stricken with guilt. The Catholic men stood cocky in their suits and ties agreeing with the priests, lusting for naked women inwardly. Hypocrites!' (FN Souza, *Naked Women and Religion*, Debonair, 1992)

Souza's earlier nudes from the 1940s and 50s favoured a rounded and statuesque aesthetic clearly influenced by classical Indian temple carving. Upon his move to London, Souza's nudes demonstrate his exposure to the nudes of European art history. We can draw parallels with this work and the *Venus of Urbino* by Titian, an artist Souza greatly admired.

In his monograph on the artist, Edwin Mullins discusses the significance of the female nude in Souza's practice. '[Souza's] women with girdles and high rounded breasts, fastening a pin in their hair [...] clearly have their origins in Indian stone carvings and bronzes. Yet in spirit they are not traditional [...] On the whole his paintings of nudes are more gentle than most of his other work; they have less impassioned ferocity about them. At the same time they are often perverse and obsessed. The inelegant sexual poses, the blunt emphasis on the pregnant belly, the ravaged face. They suggest a personal fascination with the female body, blended with an almost Swiftian disgust with its natural functions.' (E. Mullins, *Souza*, Anthony Blond Publishers, London, 1962, p. 43)

There is an erotic tactility to this work. Unlike the reclining nudes of influence, the figure here has legs spread and although not as explicit as Courbet's *L'Origine du monde* there is a heightened eroticism through what is only partially obscured by the subject's underwear. Souza's numerous nude paintings vacillate between the mundane and the sexually charged. Souza brings in depth to the image with colour and texture, there is impact in its simplicity and yet also a focus on pattern on her high heels, the lace edging of the underwear and the fluffy rug at her feet - the very details that a lover may nostalgically recall. This work has a romanticised misogyny that is quintessentially Souza.



15 \*

**PARITOSH SEN, (INDIA, 1918-2008)**

Untitled (Two Boy Musicians)

Oil on board

91 x 91.5cm (35 13/16 x 36in).

**£5,000 - 7,000**

**\$6,600 - 9,200**

**€5,600 - 7,900**

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

Bonhams Dubai, *Modern and Contemporary Arab, Iranian, Indian and Pakistani Art*, 3 Mar 2008, lot 107;

Private Collection, UK, acquired directly from the artist in 1959.

16

No Lot





*'With Raza, the Indian experience is of a different order. It does not serve to liberate but to bind – return him to the sources which he had once known, to shapes and colours experienced at an earlier age. For him these forms are not a novelty with which to experiment, but primordial forms which he can only replicate. He brings to his images ancient conceptual thought, as well as the new techniques and formalism acquired in his years in France.'*

Geeti Sen, *Bindu: Space and Time in Raza's Vision*,  
Media Transasia Ltd, 1997



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



17 \*

**SYED HAIDER RAZA (INDIA, 1922-2016)**

Jaipur

Signed 'RAZA' and dated '61' upper right and further inscribed 'RAZA/JAIPUR'/P-384 '61/8F' on reverse

Oil on board

38 x 46cm (14 15/16 x 18 1/8in).

£20,000 - 30,000

\$26,000 - 40,000

€22,000 - 34,000

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

Grosvenor Gallery, London;

Artcurial, *Art chinois du XXe siècle et art indien moderne et contemporain*, Sale 1382, 3 December 2007, Lot 695;

Private Collection, France.

**Exhibited:**

València, IVAM Institut València d'Art Modern, *India Moderna*, organised by IVAM and Casa Asia, in collaboration with the Ministry of Culture, Valencia, 11 December 2008 - 15 February 2009.

**Published:**

Exhibition catalogue, *India Moderna*, IVAM Institut València d'Art Modern, organised by IVAM and Casa Asia, in collaboration with the Ministry of Culture, Valencia, 2009;

Anne Macklin ed., *SH RAZA Catalogue Raisonné, 1958-1971 (Volume 1)*, New Delhi, 2016, p. 74.



Bonhams, Modern and Contemporary South Asian Art, 22 November 2016, Lot 6

18 \*

**SYED HAIDER RAZA (INDIA, 1922-2016)**

*Beej*

Signed 'RAZA' and dated '95 lower right, further signed and inscribed '120 X 100cm/1995/'Beej'/Acrylic on Canvas' on reverse  
Acrylic on canvas  
120 x 100cm (47 1/4 x 39 3/8in).

£120,000 - 150,000

\$160,000 - 200,000

€130,000 - 170,000

**Provenance:**

Private Collection, Dubai;  
Osian's New Delhi, *The ABC Series*, 15 July 2008, Lot 47;  
Private Collection, India.

Syed Haider Raza was a founding member of the Progressive Artists Group formed in Bombay, alongside M.F. Husain, F.N. Souza, K.H. Ara and H.A. Gade, in 1947. Together, these Indian artists attempted to escape the confines of colonial 'high art' through new stylistic methods.

By the 1970s Raza grew increasingly restless with his work and wanted to give it a new direction which led to the invention of the *Bindu* or *beeja* in his work. *Beeja*, means seed and symbolises the bearer of life or the source of space, time and consciousness in Indian philosophy. This black dot or *beeja* became the epicentre of the canvas and gave birth to other geometric forms such as horizontal and vertical lines, squares and downward and upward triangles that signified the complementary forces of male (*purush*) and female (*prakriti*) energy for instance. His fascination with spirituality and nature were reflected through his symbolic shapes as well as the use of colour. An adept colourist, Raza was able to use black, and absence of colour to denote the impact of primary colours.

Syed Raza stated ,

'there was a state of emptiness. I stopped painting for a while. I tried to look within instead instead of looking around. It was a complex and very difficult period when everything seemed dark and empty. But I continued. I followed my states, my intuitions. And from this blank space emerged a black point. The black point grew and grew and became a black circle. I stared. I found there was a horizontal line hardly perceptible and yes, there was a vertical line too. A certain electric charge came which engendered energy. The condition of the subway became clearer and slowly colours started appearing. White then yellow, blue and red. It was obvious that along with the initial black, this would form the colour spectrum.' (G. Sen, *Bindu: Space and Time in Raza's Vision*, 1997, p. 107)

One of the most seminal works from Raza's *Bindu* series, *Beej* incorporates all the geometric and aesthetic elements that defined his marked shift from expressionistic landscape to becoming a master of geometric abstraction. Concurrently, this work is drained of colour- created in black, white and sombre shades of grey and brown. Black symbolising the black hole where everything ends and white symbolising where everything is born.

Raza's oeuvre was dynamic and whole making him one of the most venerated artists of Indian Modern Art. His multiple influences and interests were reflected through his deep and emotional engagement with painting. His most sought-after series is *Bindu* as it challenged the conventions of painting in India as well as introduced new ways of seeing.

'Forms emerge from darkness. Their presence is perceptible from obscurity. They become relevant if their energy is orientated, through vision, into form orchestration. For these certain prerequisites are indispensable.' (G. Sen, *Bindu: Space and Time in Raza's Vision*, 1997, p. 107)



19 \*

**RAM KUMAR (INDIA, 1924-2018)**

Untitled

Signed 'Ram Kumar' in Devanagari upper left and signed and dated

'Ram Kumar/69' on reverse

Oil on canvas

63.5 x 91cm (25 x 35 13/16in).

£30,000 - 50,000

\$40,000 - 66,000

€34,000 - 56,000

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

Sotheby's, *Indian Art*, 2 May 2008, Lot 39;

Private Collection, Germany.

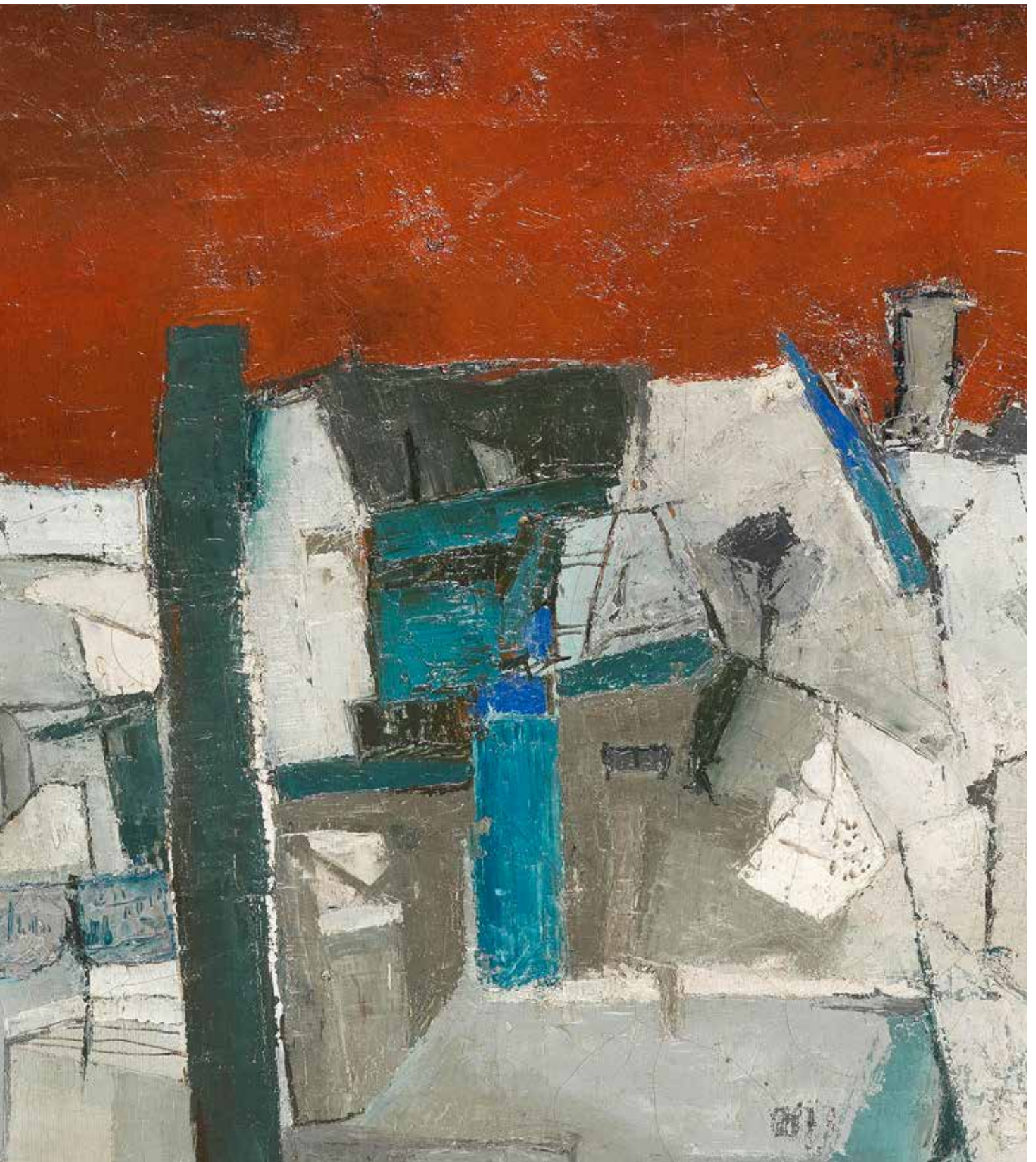
In the 1960s Ram Kumar dispensed with figuration and transitioned to far more abstracted landscapes. As noted by Hoskote, '...Kumar addressed himself to the formal aberrations of mismatched planes, jamming the horizontal perspective against top views inspired by site-mapping and aerial photography, and locking the muddy impasto-built riverbank constructions into a Cubist geometrical analysis. Gradually, the architecture drained away from his canvases: society itself passed from his concerns.' (R. Hoskote, *Parts of a World: Reflections on the Art of Ram Kumar*, Ram Kumar Recent Works, Saffronart and Pundole Art Gallery exhibition catalogue, 2002, p. 6)

In 1960, Ram Kumar traveled to the pilgrimage center of Varanasi, now considered a pivotal moment in the artist's life and career. Previously dedicated to figuration - most often stark angular depictions of India's disenfranchised and marginal classes - after this trip Kumar turned to focus his creative energy on increasingly abstracted landscapes. This push away from the figural has been celebrated as a new moment in his artistic career, inaugurating an era of darkly nuanced artistry.

'By banishing the figure from his kingdom of shadows, Ram Kumar was able to emphasise the nullification of humanity, and to deploy architecture and landscape as metaphors articulating cultural and psychological fragmentation.' (R. Hoskote, *Ram Kumar, A Journey Within*, New Delhi, 1996, p. 37)

This works from 1969 straddles two quintessential Ram Kumar periods. It contains the structured cubist townscape of his earlier Banaras period but rather than utilising a solely muted colour palette, as was typical, it shows Ram Kumar's progression towards colour. The deep terracotta sky and masterful cobalt and turquoise accents are a nod to his later entirely abstracted works in which he would employ these same colours. This important work is an essential addition to any discerning collection of Ram Kumar.





20 \*

**JAGDISH SWAMINATHAN (INDIA, 1928 -1994)**

Untitled

Oil on canvas

92 x 84cm (36 1/4 x 33 1/16in).

£35,000 - 45,000

\$46,000 - 59,000

€39,000 - 51,000

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

Saffron Art, *Summer Auction 2008*, 18-19 June 2008, Lot 104.

Jagdish Swaminathan contributed to the arts as an art critic and lecturer before he decided to become a full-time artist. He founded 'Group 1890' in 1962 which was a short lived but highly influential art movement that did not advocate a specific aesthetic and was a rebellion against both the Bombay Progressives and the Bengal School of Art.

Swaminathan's earlier works were primarily figurative drawings and paintings. He began making abstract paintings which juxtaposed simplistic motifs of mountains, trees, rocks and birds against flat geometric planes of color. This new series was inspired by the formal qualities of miniature paintings and incorporated symbolism from folk and tribal painting. Besides his experimentation with tribal motifs, he rigorously evolved texture in his paintings.

'Commonly referred to as the Bird and Mountain series, the paintings are luminous and induce a meditative calm. They are suggestive, open to interpretation: as an expression of the self's unity with nature, they can be seen as a visual equivalent to the transcendental principle expounded in the Upanishads'. (A. Jhaveri, *A Guide to 101 Modern and Contemporary Indian Artists*, Mumbai 2005, p. 93)

The present lot is a unique work from the artists most coveted series. Whilst it subtly lies in the use of earthen colours and delicate rendering of the birds and rocks, it also stands out due to the granular texture and thin application of oil paint on canvas. Overall, this painting exudes a warm, emotive and calming energy, and is a beautiful marriage between the traditional and the contemporary.

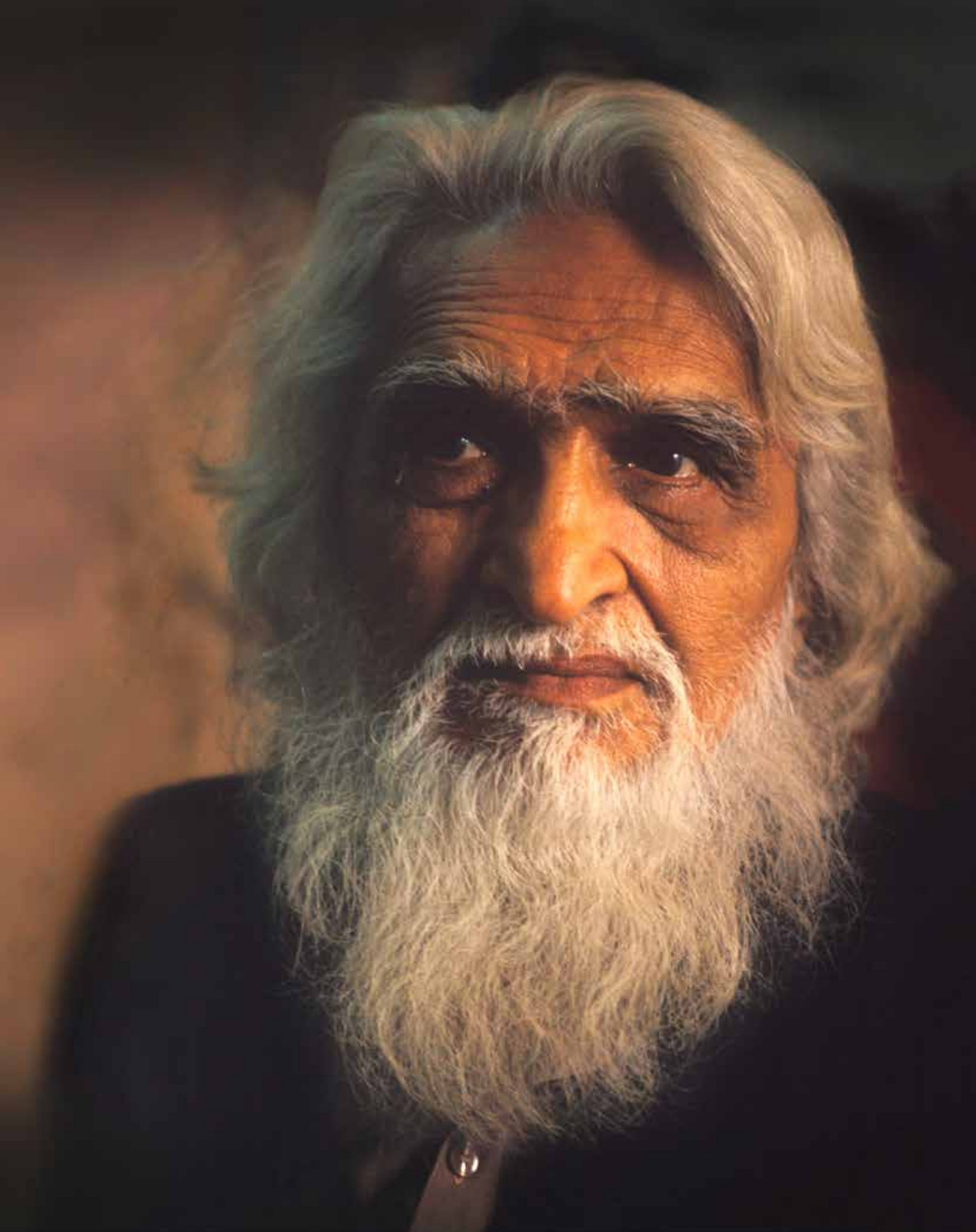
'Culture and nature. Both are sufficient unto themselves and yet they cannot exist without being in a relationship. That is the way I see the link between my work in different phases. It is not a dialectical relationship, it is not a continuity..I don't really know how to express it.' (N. Tulli, *The Flames Mosaic, Indian Contemporary painting*, p. 401)





*'When we look at these creatures we must remember that the animal is not the subject of Husain's painting; it is the daemonic principle that he depicts, and to him it is neither good nor bad. The nudes and the horses and elephants have become symbols of power and pursuit, or of mysterious encounters.'*

R. Bartholomew and S. S. Kapur, Husain, Abrams, New York, 1972



21 \*

**MAQBOOL FIDA HUSAIN (INDIA, 1915-2011)**

Untitled

Signed 'Husain' lower right

Acrylic on canvas

76 x 125.5 cm (29 15/16 x 49 7/16 in).

£90,000 - 120,000

\$120,000 - 160,000

€100,000 - 130,000

**Provenance:**

Private Collection, Dubai;

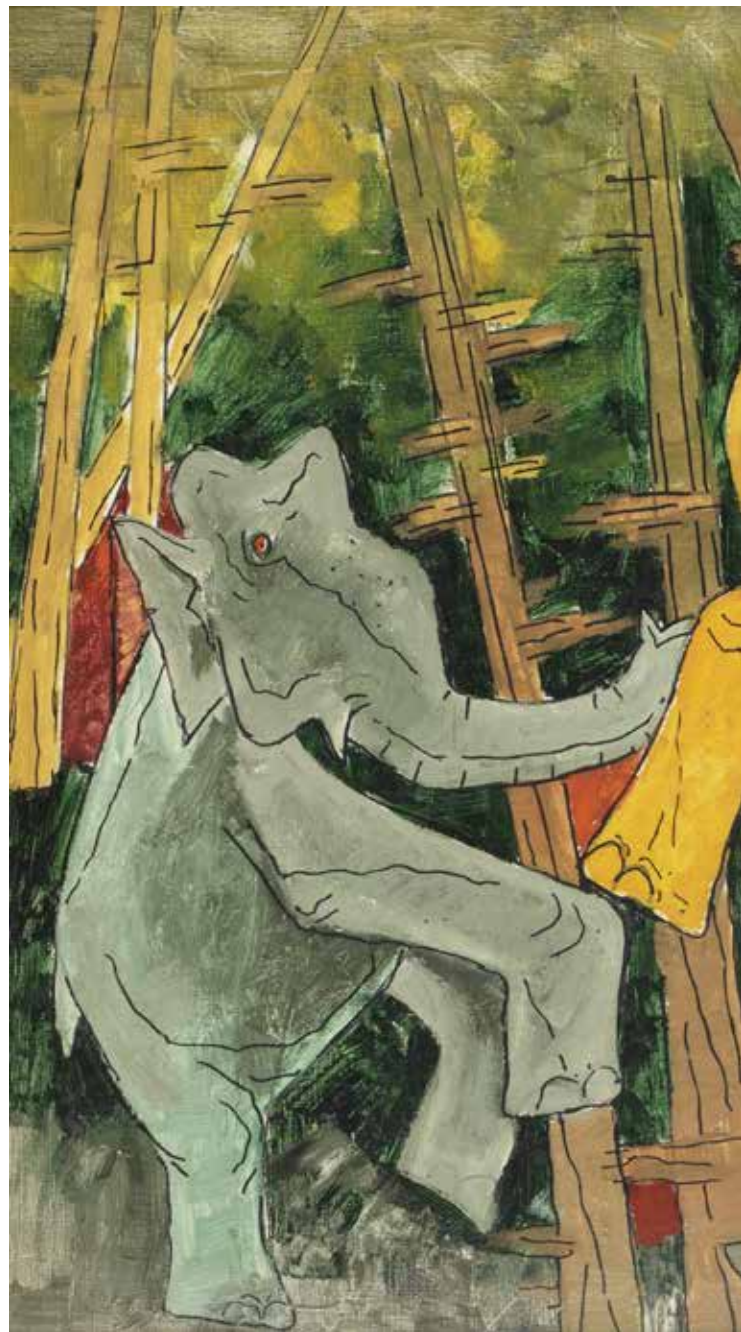
Bodhi Art, India.

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

Husain's earliest works had an expressionist quality. He employed a technique of paint application using broad brush strokes and impasto to create a sense of dynamism and energy. His later paintings employed colour for the same purpose - the works themselves had larger swathes of primary colours with less density to the paint, definition brought in with bold outlines of the subjects. This work showcases a number of Husain's styles, the background is textured and applied with fervour, the subjects of the painting are defined using marker pen. The simplicity of lines are testament to Husain's skill as a draughtsman.

This dynamic work depicts a herd of elephants, red eyed and frought, entrapped in a cage like forest structure. An orb thought bubble featuring the god Ganesha floats in the upper right hand corner of the painting. It is as though the elephants are calling out to the elephant headed god or charging towards him, thwarted by an abstract fence. Ganesha was a patron of the arts and sciences. He is worshipped at the beginning of any endeavour as he is considered the remover of obstacles and the god of beginnings.

There has always been some contention regarding Husain's depiction of Hindu deities, particularly as a Muslim artist. He was forced into self imposed exile after the controversy of his depiction of Parvati. There is, however, no question that Husain is a totally Indian artist. His works adorn Delhi's International Airport and has been how the Indian government has chosen to greet global visitors upon arrival. It is in his all encompassing Indian identity that Husain's work depicts so many facets of Indian culture, from the sacred to the mundane.





22 \*

**MAQBOOL FIDA HUSAIN (INDIA, 1915-2011)**

Untitled

Signed indistinctly in Devanagari upper right

Oil on canvas

137 x 127 cm (53 15/16 x 50in).

£80,000 - 120,000

\$110,000 - 160,000

€90,000 - 130,000

**Provenance:**

Private Collection, Dubai;

Saffron Art, *Summer Auction 2008*, 18-19 June 2008, Lot 118.

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

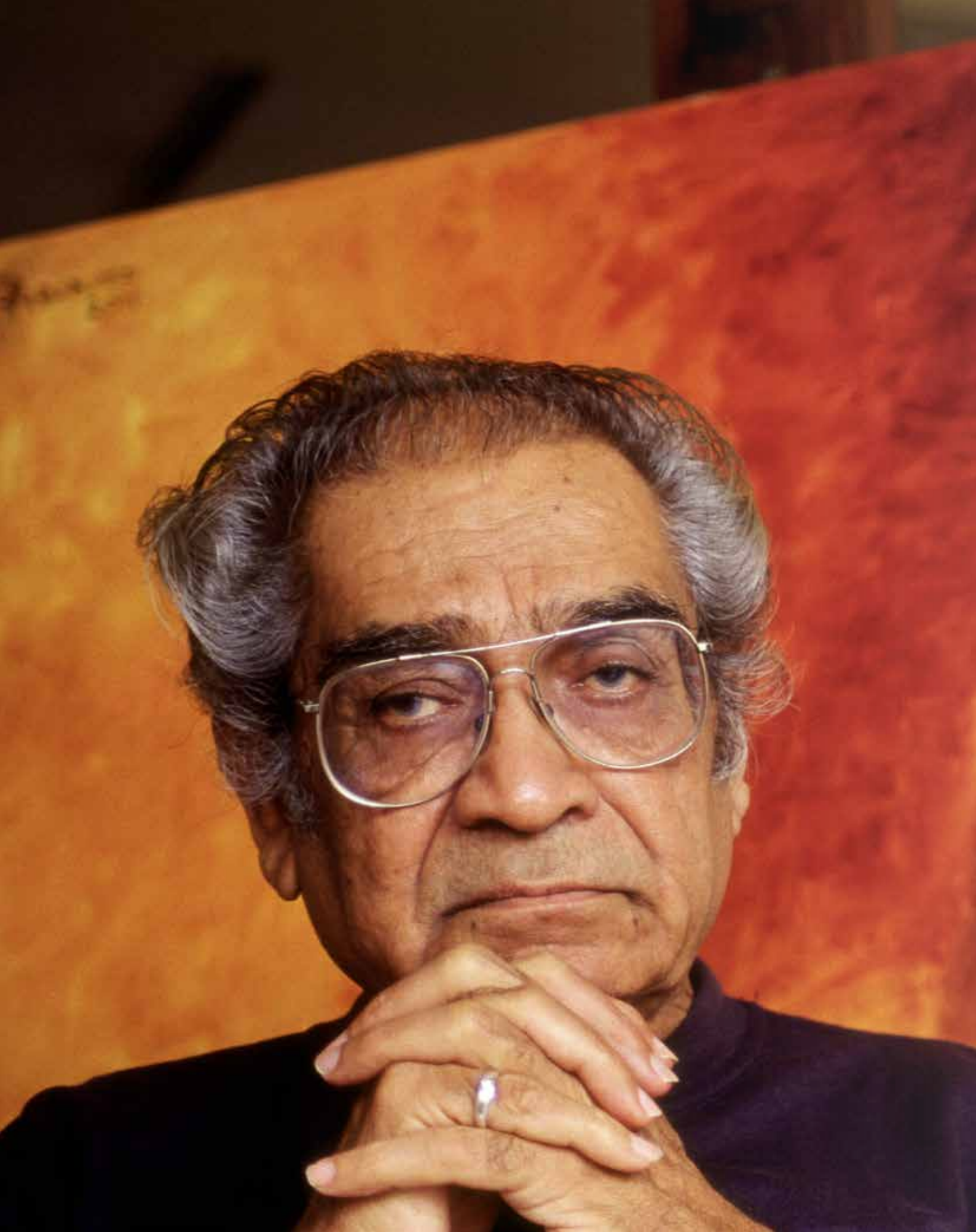
In the present lot, Husain reminisces his visits to Kerala and the local dance traditions of *Kathakali* (story-play). The masked figure and nude female bask in the shade of a banana tree. Husain focusses again on Kerala with a devoted series of paintings in the 1990s. Husain uses the female form to denote movement and poise characteristic of traditional dance.

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

'Strong angular lines and flatly applied patches of colour are the instrument of the female form. Woman is seen either as a creation of lyric poetry, a sculpturesque and rhythmic figure of dance, or as an agent of fecundity.' (D. Herwitz, *Husain*, Delhi, 1988, p.46)

'The central concern of Husain's art, and its dominant motif, is woman [...]. Man, in Husain's view, is dynamic only in heroism.... Spiritually, woman is more enduring. Pain comes naturally to her, as do compassion and a sense of birth and death of things. In Husain's work, woman has the gift of eagerness [...] and an inward attentiveness, as if she were listening to the life coursing within her.' (R. Bartholomew and S. Kapur, *Husain*, New York, 1971, p. 46)





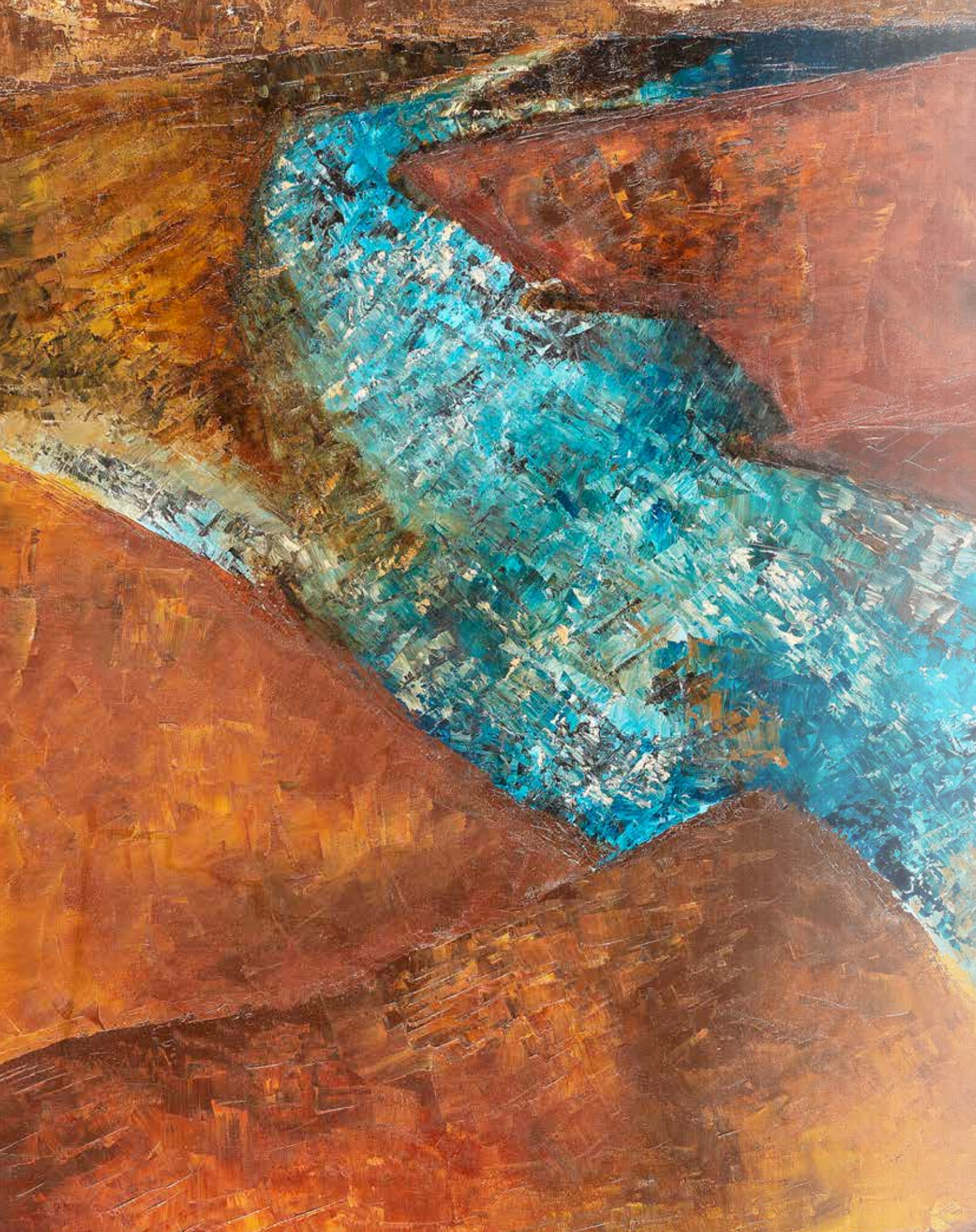





*'...colours expand and contract, colours travel on the surface of the static painting... colour trajectory is strategy... A colourist needs to master the art of silencing some colours, so as to render others eloquent.'*

Akbar Padamsee, *India Myth and Reality, Aspects of Modern Indian Art*, Oxford, 1982

Akbar Padamsee in front of one of his paintings (photo) / Dinodia / Bridgeman Images





After graduating from the Sir J J School of Arts in 1951, Padamsee, like fellow painter Raza, travelled to Paris. It was here, after an exhibition, Padamsee was awarded a prize by André Breton on behalf of the Journal d'Art. Raza, among others of the Progressive Artists' Group had a big impact on Padamsee and his works. In Paris he also met many other artists who would also have a lasting influence on him. He has exhibited widely throughout India and America and received numerous prizes such as the Lalit Kala Akademi Fellowship in 1962, Rockefeller Foundation scholarship in 1965, the Kalidas Samman in 1997 and the Lalit Kala Ratna in 2004. Among his many awards and exhibitions his works are regularly sought after at auction.

A master of many mediums, Padamsee has lent his hand to many artistic mediums including oil painting, photography, film and digital printmaking. In painting, his 'Metascapes' such as this one are a recurring style. He uses strong colour to define space and form as in this case shades of blue and white are used to demonstrate the fast flowing river through a landscape of red, brown and ochre hills. The clouds are dabbled shades of grey, beige and white. Padamsee states, '...colours expand and contract, colours travel on the surface of the static painting... colour trajectory is strategy... A colourist needs to master the art of silencing some colours, so as to render others eloquent.'

(Akbar Padamsee, *India Myth and Reality, Aspects of Modern Indian Art*, Oxford, 1982, p. 17)

Akbar Padamsee began painting his Metascapes in 1970. These whimsical and poetic landscapes are mythic or archetypal landscapes are expressed visually by a stringent ordering of timeless elements, such as the earth, the sun, and the moon, in a temporal space. Padamsee has said, 'The idea of using the (sun and) the moon in my metascapes originated when I was reading the introductory stanzas to the Abhijnana Sakuntalam, where Kalidasa speaks of the eight visible forms of Lord Siva without mentioning

them by name. For instance, he suggests the sun and the moon as the controllers of time. It is by this process that the artist deals with reality; not by describing or naming, but by a superimposition of secondary and tertiary semantic planes upon the pictorial sign. A new form arises which belongs to the mind of the artist, not to nature. It exists on the mental plane as a distinct entity, to be recreated by the sensitive spectator.' (A. Padamsee, *India Myth and Reality, Aspects of Modern Indian Art*, Oxford, 1982, p. 17)

Padamsee discusses his process to filmmaker Laurent Bregeat. He first embarks on a rudimentary line drawing and then decides the direction of the brushstrokes and only then, segments into planes. His intention is to transfer the linear into the planar: 'Lines define the spaces, but the strokes of the brush define the planes, this is what gives depth to the painting.' (Akbar Padamsee - The Making of a Metascape, in conversation with Laurent Bregeat). These sublime compositions consist of, '... brilliantly choreographed planes of light and dark made in thick impasto which evoke mountains, field, sky and water. The controlled cadence of the colors breaks into a throbbing intensity as the artist in his most masterly works, evokes infinite time and space.' (Y. Dalmia, *Indian Contemporary Art Post Independence*, New Delhi, 1997, p. 17)

Padamsee calls his metascapes 'two dimensional perspective'. He looks at the relationship between the primary colour and complimentary colour and avoids juxtaposing the primary with the complimentary. This work is a prime example of Padamsee's aptitude as a colourist and his deep understanding of the emotive impact of colours.

'Dual pulls of matter and spirit are always latent in his work... He sees his paintings as a bed of tensions created by 'the linear, the formal, the tonal, and the chromatic' on which the form describes itself or 'remains in a fluid potential state.' (Ella Datta, *Akbar Padamsee Art Heritage 8*, New Delhi, 1988-1989, p. 40)

23 \*

**AKBAR PADAMSEE (INDIA, B. 1928)**

Untitled (Metascape)

Signed 'PADAMSEE' and dated '83 upper left

Oil on canvas

122 x 183cm (48 1/16 x 72 1/16in).

£150,000 - 250,000

\$200,000 - 330,000

€170,000 - 280,000

**Provenance:**

Private Collection, Dubai;

Sotheby's, *Indian Art*, 2 May 2008, Lot 41;

Private Collection, Europe;

Private Collection, Dubai, Acquired directly from the artist in 1983.

*'Lines define the spaces, but the strokes of the brush define the planes, this is what gives depth to the painting.'*

Akbar Padamsee - The Making of a Metascape, in conversation with Laurent Bregat







24 \*

**BIREN DE (INDIA, 1926-2011)**

August '88

Entitled 'AUGUST '88' on reverse

Oil on canvas

117 x 81cm (46 1/16 x 31 7/8in).

£15,000 - 20,000

\$20,000 - 26,000

€17,000 - 22,000

To be sold without reserve

**Provenance:**

Private Collection, Dubai.

Born in Faridpur, Bengal – in what is now Bangladesh, Biren De travelled to Kolkata where he attended the Government College of Arts and Craft. Like many of his counterparts, Biren De's early works were figural and impressionist in style. Biren De became a well regarded portrait artist, his works reminiscent of Augustus John. He captured an essence of the subject through masterful chiaroscuro and tonal impasto.

In the 1950s Biren De developed a distinct form of cubist realism, pastoral figures were drawn with rudimentary lines and colours. In 1951 he exhibited at the Salon De Mai, Paris, and in 1959, he was awarded the prestigious Fulbright Scholarship which took him to the United States. Biren De is most noted for his 'neo tantric' style works of the late 1960s onwards. It was a label he distanced himself from, preferring the moniker 'Symbolic-abstract expressionism' to describe his style.



25 \*

**BIREN DE (INDIA, 1926-2011)**

September '73

Signed 'Biren de' and dated '73 and further inscribed "SEPTEMBER '73'/BIREN DE' and further signed and dated on reverse

Oil on canvas

128 x 102.5cm (50 3/8 x 40 3/8in).

£18,000 - 25,000

\$24,000 - 33,000

€20,000 - 28,000

To be sold without reserve

**Provenance:**

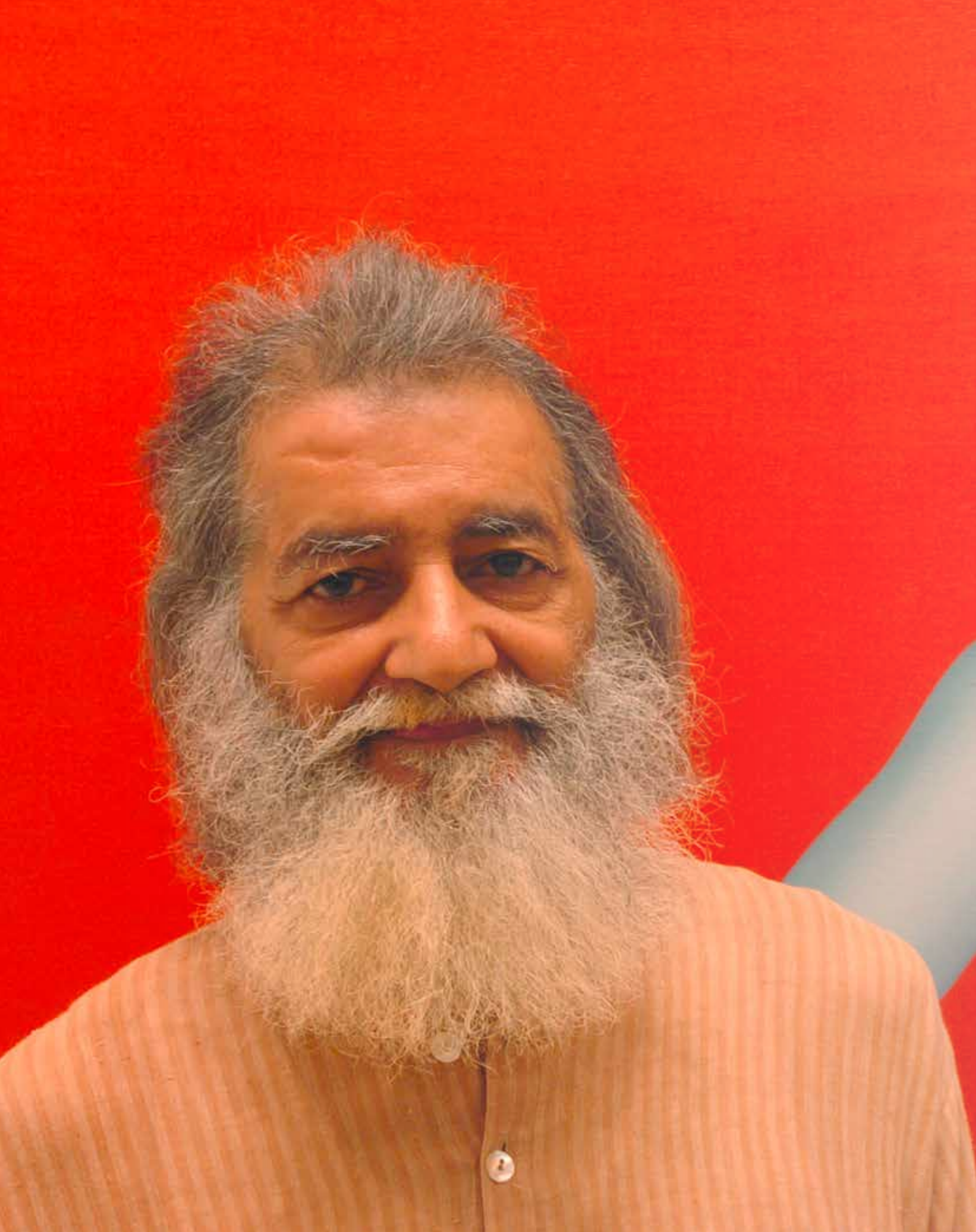
Private Collection, Dubai;

Aicon Gallery, New York;

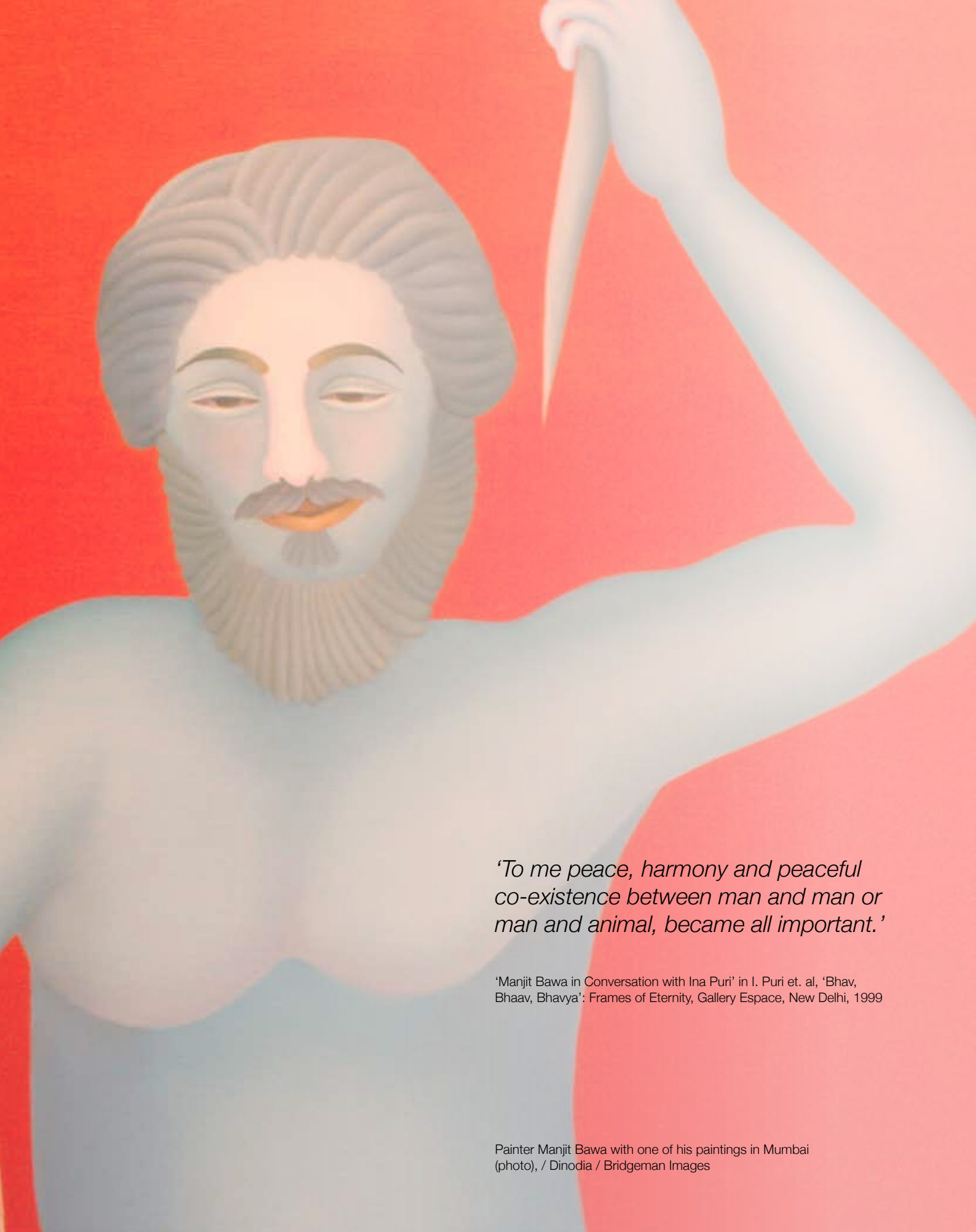
Chester and Davida Herwitz Collection.

*'My paintings, I believe, are organic examples of the total me; of what I am and what I would like to be: a continuous striving and therefore, a struggle, to put the shattered pieces together and make a composite whole. My guideline is oscillation between two points: between the peace of graveyard and the peace of the centre of the sun. Either way there is no END, no finality.'*

The Flamed Mosaic – Indian Contemporary Painting, Neville Tulli.







*'To me peace, harmony and peaceful co-existence between man and man or man and animal, became all important.'*

'Manjit Bawa in Conversation with Ina Puri' in I. Puri et. al, 'Bhav, Bhaav, Bhavya': Frames of Eternity, Gallery Espace, New Delhi, 1999

Painter Manjit Bawa with one of his paintings in Mumbai (photo), / Dinodia / Bridgeman Images

*'If Manjit Bawa's iconography seems to replay a series of classical themes inherited from Indian tradition, we ought not to forget that it also derives its potent charge from the attention he pays to the ever-pixelating textures of contemporary experience.'*

R. Hoskote, Manjit Bawa: Modern Miniatures, Recent Paintings, Bose Pacia Modern, 2000

26 \*

**MANJIT BAWA (INDIA, 1941-2008)**

Untitled

Oil on canvas

200 x 151.5cm (78 3/4 x 59 5/8in).

£180,000 - 250,000

\$240,000 - 330,000

€200,000 - 280,000

**Provenance:**

Private Collection, Dubai;

Saffron Art, 6-7 December 2006, Lot 78;

Sotheby's New York, *Contemporary Indian Paintings - The Chester and Davida Herwitz Charitable Trust*, 12 Jun 1995, Lot 107;

From the collection of Chester and Davida Herwitz.

Born in Punjab in 1941, Manjit Bawa trained in both New Delhi and in England where alongside working as a silkscreen printer he continued studying art. In New Delhi he trained under Somnath Hore and Abani Sen who encouraged him to draw continuously and explore figurative painting. In England he studied at the London School of Painting until 1971 and exhibited in several solo shows during this time.

His works are devoid of landscapes or other superfluous details recalling the style of Rajput and Pahari miniature painting. His preference for bright monochrome heavily saturated colour are symptomatic of India, a country awash with brightness. His figures suspended in this colour with subtle shading give them a luminous and at the same time dream like presence. Sufism, Indian mythology and poetry alongside his travels and experiences were the inspiration for this prolific painter.

'Being a turbaned Sikh from an ordinary middle-class family was daunting enough but to strike out against the prevalent forces of Cubism and the iconic Klee was to really ask for big trouble and I was hauled up time and again with strict instructions to toe the line. But I remained true to my calling, naturally annoying authorities. Even then in those formative years I was haunted by the spectre of mediocrity. I was willing to accept any challenge, but on my own terms. I was obsessed with one driving need – to create my own painterly language.' (M. Bawa, 'I Cannot Live By Your Memories, Manjit Bawa in Conversation with Ina Puri', *Let's Paint the Sky Red: Manjit Bawa*, Vadehra Art Gallery, New Delhi, 2011, p. 47)

'...his protagonists do not emerge from an imagined background or prop themselves against the wide horizon of an opening world; rather, they manifest themselves suddenly, like apparitions, in a field that could well be an aura. This is why Bawa's figures, modeled in a surreal manner as they are, can safely be placed in a tradition of innovation and experiment that goes back through the prints and paintings of Kalighat and the Company School to the miniatures of the Mughal and Rajput ateliers.' (Ranjit Hoskote, *Modern Miniatures, Recent Paintings*, Bose Pacia Gallery Exhibition catalogue, 2000, unpaginated)

'Colour itself becomes a resonant variety of space: a luminous and neutral field, virtually unmarked by a specific sense of place, in which is isolated dream-figures can operate without labouring under the burden of allegiance to any single history.' (Ranjit Hoskote, *Modern Miniatures, Recent Paintings*, Bose Pacia Gallery Exhibition catalogue, 2000, unpaginated)

The coexistence of man and animals is a recurring depiction in Bawa's works, here exemplified by a seated woman in traditional Punjabi clothing surrounded by dogs. The other figure, a possible representation of the god Krishna or the artist, appears to be offering some reassurance to the woman who may be in distress as she holds her head in her hands. The dogs also offer their comfort by licking her feet, emphasising how feelings and sentiments can be communicated without speaking between humans and animals. Bawa's son was autistic and his efforts into communication and emotional exploration may have been transferred to canvas.

'If Manjit Bawa's iconography seems to replay a series of classical themes inherited from Indian tradition, we ought not to forget that it also derives its potent charge from the attention he pays to the ever-pixelating textures of contemporary experience.'

'Often in Bawa's paintings, humans and animals engage in a wordless dialogue that throws its participants back onto an older, nearly forgotten language of instinct and intuition. [...] The mauve panther, the bull poised to charge, the circus artiste whirling a streamer as she balances on two spirited horses, the blue flautist- each form, animal and human, rejoices in its plasticity and libidinal energy, its gymnastic ability to defy the strictures of the anatomist.' (Ranjit Hoskote, *Modern Miniatures, Recent Paintings*, Bose Pacia Gallery Exhibition catalogue, 2000, unpaginated)



27 \*

**RAMESHWAR BROOTA (INDIA, B. 1941)**

Metamorphosis - II

Signed 'R Broota' and further inscribed RAMESHWAR BROOTA/  
METAMORPHOSIS-(II)/1984/TRIVENI KALA SANGAM/N. DELHI-  
110001 on reverse

Oil on canvas

128 x 178cm (50 3/8 x 70 1/16in).

**£70,000 - 120,000**

**\$92,000 - 160,000**

**€79,000 - 130,000**

**Provenance:**

Private Collection, Dubai.

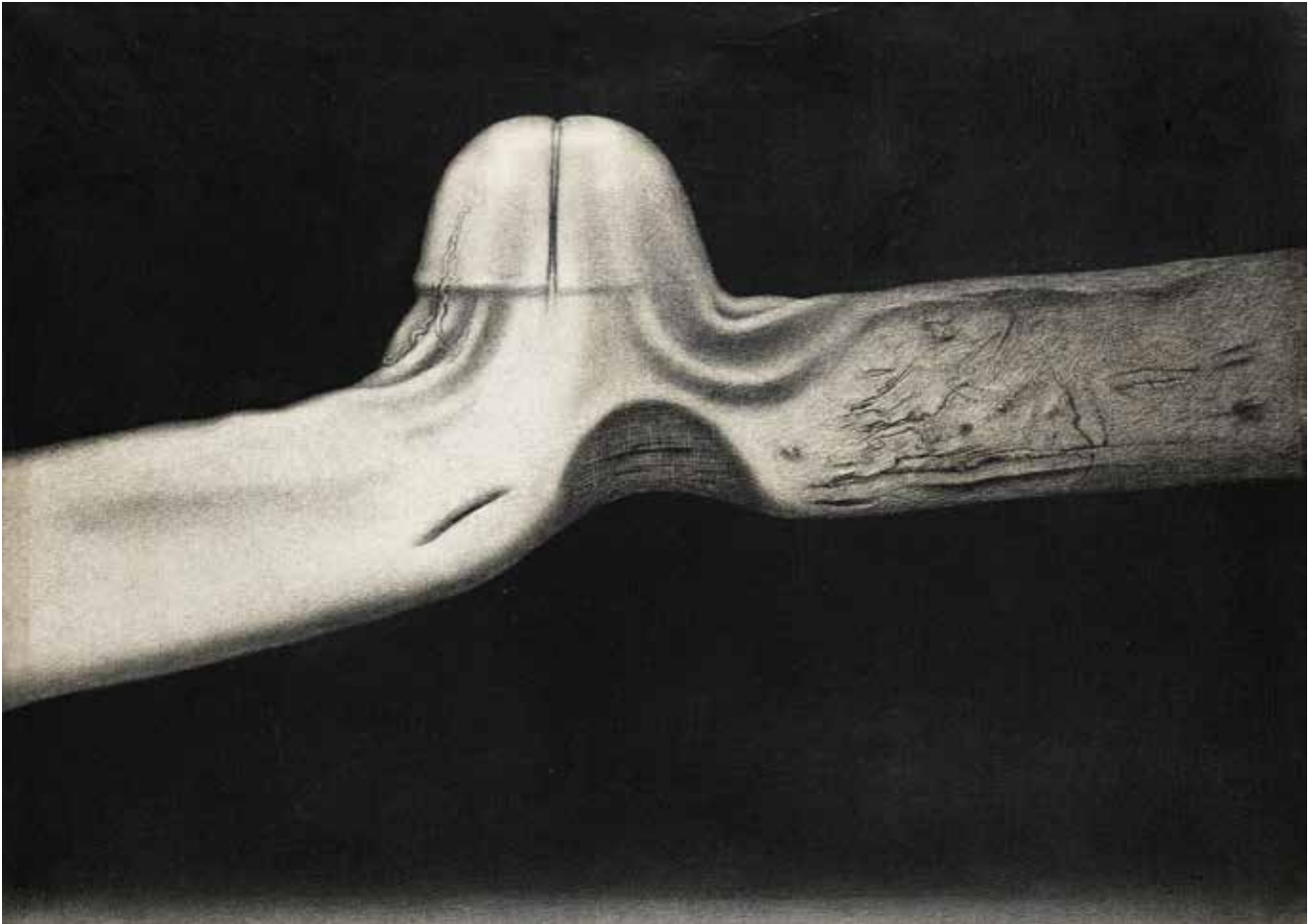
A highly acclaimed figure of Indian Contemporary art, Rameshwar Broota was born in New Delhi in 1941 and continues to work and live there. After graduating in Fine Arts from the Delhi College of Art in 1963, he began lecturing at a number of institutions including his alma mater and Jamia Milia Islamia, before focusing on his own artistic practice. He has been heading the department of Art at Triveni Kala Sangam since 1984. Broota's oeuvre shows his engagement with various subjects, styles and mediums to produce work spanning a career of over five decades.

Broota began his artistic career as a portrait artist in the early 1960s and slowly migrated to figurative paintings of marginalised classes of society to highlight concerns like materialism, corruption and socioeconomic injustice. In the 1970s, he employed satire in his work through his recurring motif of humanoid apes to contribute to these narratives. The ape like figure was a visual and social metaphor for the immoral and privileged social and political elite.

There was a fresh departure in his works in the 1980s, Broota used a monochromatic palette and rigorously started painting the male body, to suggest both masculine strength and vulnerability. It was during this time that he invented his unique technique of painting in which he applies layers of paint on the surface and then scratches through them to reveal images and display various textures.

Metamorphosis II is from Broota's 'Man Series' but coincidentally shares the same name as the artists next series, 'Metamorphosis'. This meticulously painted phallic structure renders anatomical details such as veins and flesh, suggesting his artistic intention to represent the fragility and femininity of the male body and form. Broota is preoccupied with the disembodiment of the male nude, painting close ups of body parts such as a face, hand, torso or phallus, and the abstraction of the figurative. This earlier intimate depiction of the phallus paves a path for the phallic sensuality that follows in his work through motifs like flaccid presence of fingers or erect metallic objects in his future works. Critics have also compared these phallic symbols to the linga- the Hindu symbol of Lord Shiva's energy.

'His art was now centred on Man and his existential angst...The emphasis from the external beauty of the male torso and its perfect contours gradually shifted to transmutations and an inner conflict, with Broota's 'man' facing the ambivalence of body and being, spirit and matter, fragility and resilience. With trepidations of age, time, death, and disintegration, one encounters the growing presence of male vulnerability in Broota that pushes his heroic (male) to often acquire an anti-heroic position.' (Roobina Karode, *Visions of Interiority: Interrogating the Male Body*, Kiran Nadar Museum of Art exhibition catalogue, 2015)



28 \*

**ZARINA HASHMI (INDIA, B. 1937)**

Atlas of my World (I- VI)

Signed and dated 'Zarina-2001' lower right and numbered '5/20'

lower left

Woodcut on handmade paper

*I- 32 x 34.5 cm (12 5/8 x 13 9/16 in); II- 37 x 34 cm (14 9/16 x 13 3/8 in); III- 37 x 34 cm (14 9/16 x 13 3/8 in); IV - 43 x 34 cm (16 15/16 x 13 3/8 in); V- 43 x 35.5 cm (16 15/16 x 14 in); VI- 28.5 x 34 cm (11 1/4 x 13 3/8 in).*

**£6,000 - 9,000**

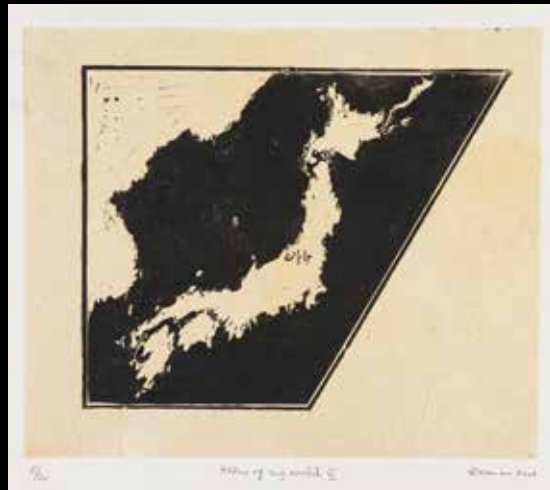
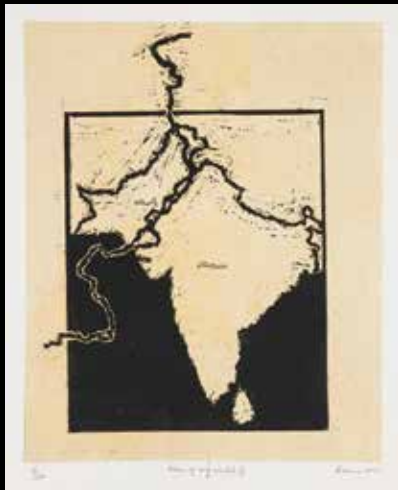
**\$7,900 - 12,000**

**€6,700 - 10,000**

To be sold without reserve

**Provenance:**

Private Collection, Dubai.



29 \*

**DHRUVA MISTRY (INDIA, B. 1957)**

Recline Executed in 2004

Stainless steel

53 x 34.5cm (20 7/8 x 13 9/16in).

£3,000 - 5,000

\$4,000 - 6,600

€3,400 - 5,600

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

Sotheby's, *Indian Art*, 2 May 2008, Lot 97.







# Four important works by George Keyt

Bonhams is proud to present four rare and exquisite works by the acclaimed Sri Lankan modernist George Keyt. These four pieces chart the eclectic stylistic periods of George Keyt, from his earliest pastoral works to his more abstracted cubist pieces. Never before has such a desirable and complete collection works by this celebrated artist been offered at auction.


## GEORGE KEYT – THE ARTIST

Born in 1901, George Keyt, a Burgher of Eurasian descent, grew up in Sri Lanka and hailed from an affluent family. He attended the English public school styled, Trinity College in the hill station town of Kandy. Ceylon, as it was then known, was a British crown colony. In 1919 his anti authoritarian behaviour led to him leaving school and instead studying at home. Keyt's teachers saw beyond his disruptive nature and noted a curious and astute intelligence. Initially his interests as a young man lay in literature, and poetry with a keenness for Shakespeare.

For a short period Keyt worked for a firm of photographers, manually enhancing the negatives with a brush. It was here that his friend, photographer Lionel Wendt, noticed Keyt's skill and encouraged him to explore art. In 1927, at the relatively late age of 26, Keyt devoted himself to art over other endeavours. Keyt undertook a brief course on painting with the painter George de Niese and was also influenced heavily by C.F. Winzer, the Ceylon Government's inspector of art in schools who was also a painter. Winzer rejected the naturalistic styles of painting favoured by art teaching, emulating the Western Victorian and Edwardian traditions and his encouragement to deviate from this proved to be greatly influential upon Keyt.

George Keyt's works from the earlier period were often figurative with pastoral subject matter. There is a Gauguin style quality to his renditions of village life. The subjects continue to perform innocuous tasks such as shopping in a market, sitting amongst each other and selling fish. Yashodhara Dalmia notes of his early work that 'It is as if action has been frozen to allow for a momentary scanning of the lives of the common folk.' (Y. Dalmia, *Buddha to Krishna: Life and Times of George Keyt*, Taylor and Francis, 2016, p.12). The figures are still but contemplative not inanimate, there is a complexity in their stillness. This rare triptych work has an observational quality, the figures have a deep resonance in their emotions whilst conducting seemingly monotonous daily tasks. The subjects of these paintings were posed in an almost Hellenistic fashion - tall, voluptuous figures enrobed in fabric. Pensive seated figures nude or semi nude would be placed against a luscious and vibrant backdrops.

Keyt marries modern European practises with ancient South Asian fresco techniques found at Ajanta and Sirgiriya [Image 1]. Despite his clear interest in western art principles, Keyt's subject matter was largely rooted in local tradition, depicting vernacular buildings and scenery, villagers, dancers, tradesmen and gods often drawn from Hindu and Buddhist mythology. Keyt's interest in Hindu iconography and Indian literature led to him having close links with the cultural life of India, where he lived for long and short periods from 1939 right up to the late 1970s.



*'Keyt I think is the living nucleus of a great painter. In all his works, there is the moderation of maturity. [His] figures take on a strange expressive grandeur, and radiate an aura of intensely profound feeling.'*

W.G. Archer, *India and Modern Art*, London, 1959

### THE 43 GROUP

In 1943, George Keyt and other artists at the time formed the aptly named '43 Group'. The photographer, Lionel Wendt, was considered the patron of the group which included Harry Peiris, Justin Deraniyagala, Ivan Peries, Richard Gabriel, Aubrey Collette, L. T. P. Manjusri, W. J. G. Beling and George Claessen. 1943 was a revolutionary and political tumultuous time in Sri Lanka. Five years later the British were overthrown and a new, albeit fractious, independent state was established.

The group did not have any particular stylistic crossover but instead shared a commitment to free expression, inspired by European modernism of the 20th century to depict Sri Lankan subject matter in an unconventional way to the norm. The group would meet at Lionel Wendt's house in salon style meetings. The group exhibited at the 1955 Venice Biennale, where they were championed as a radical example of modern Asian art. As the political climate worsened in 1960s Sri Lanka, the group disbanded and many members emigrated.

'The lyric painting of George Keyt is sensuous Indian poetry brought to canvas. Like earlier Indian painters of Rajasthan and the Punjab Hills, and M. F. Husain after him, Keyt takes as his primary theme woman as the focus of man's concern. He paints her in flat planes, with bounding lines and rich warmth of color. His idiom occasionally carries in it a hint of Picasso but is, once again, in direct line with the traditional styles of Central India, Mewar, and Basohli. But the originality of Keyt's inspiration is undoubted, and his work remains uniquely his own.' (R. Bartholomew and S. S. Kapur, *Husain*, Abrams, New York, 1972, p. 27)

### STYLISTIC PROGRESSION

These four exceptional works chart the changing styles and development of George Keyt as an artist. Keyt perpetually re-invented his aesthetic, adopting and discarding countless subtle variations in style across his seven decade career.

Throughout his lifetime, Keyt's work was exhibited alongside leading European artists in galleries around the world. Most notably, in 1930, he exhibited alongside Picasso and Braque at the Zwemmer Gallery in London. Chilean poet, Pablo Neruda wrote the introduction for the catalogue of this exhibition and provided insights into keyt's work. In a review of his exhibition held jointly with Beling at the Ferguson Memorial Hall in January 1930, he wrote: Keyt, I think, is the living nucleus of a great painter. In all his work there is the moderation of maturity, the beautiful stability of achievement – qualities most precious in so young an artist. Magically though he places his colours, and carefully though he distributes his plastic volumes, Keyt's pictures nevertheless produce a dramatic effect, particularly in his paintings of Sinhalese people. These figures take on a strange expressive grandeur, and radiate an aura of intensely profound feeling. (M. Russell, *George Keyt*, Marg Publications, Bombay, 1950)

By the early 1930s, the Cubism that would forever alter the character of his paintings began to emerge in his work. He broke away from academic naturalism and embraced modernism with bold colourful fervour. Upon seeing French art magazine *Cahiers d'Art*, most likely in the possession of Lionel Wendt, it is probable that the 1932 and 1933 issues featuring Cezanne, Picasso and Braque were the impetus for his interest and later passion for modernism. On a purely superficial level this departure seems monumental in Keyt's oeuvre however Dalmia notes that his works were more culturally loaded than their technical execution alone. 'As he moved to its village not far away and lived and painted there in the splendour of isolation George was to draw upon the dignity and civilization of the people which was embedded in their own culture. He etched the figures in darkness and made them luminous. Their early eloquence and sensual presence matched only their articulation as formal entities.' (Y. Dalmia, *Buddha to Krishna: Life and Times of George Keyt*, Taylor and Francis, 2016, pp.66-67)

*'The lyric painting of George Keyt is sensuous Indian poetry brought to canvas... Keyt takes as his primary theme woman as the focus of man's concern. He paints her in flat planes, with bounding lines and rich warmth of colour.'*

R. Bartholomew and S. S. Kapur, Husain, Abrams, New York, 1972

30

**GEORGE KEYT (SRI LANKA, 1901 - 1993)**

Triptych 1929 made up of three panels

Right hand panel signed 'G Keyt' and dated 1929 lower right

Oil on canvas

172 x 76cm (67 11/16 x 29 15/16in).

£60,000 - 90,000

\$79,000 - 120,000

€67,000 - 100,000

**Provenance:**

Private Collection, UK;

Acquired from Harold Peiris in 1981.



[Image1] Maidens of Sigiriya, fresco, Sigiriya archaeological site (Unesco World Heritage List, 1982), Sri Lanka, 5th century, Detail /De Agostini Picture Library / C. Rives / Bridgeman Images



31

**GEORGE KEYT (SRI LANKA, 1901 - 1993)**

Ambernath

Signed 'G Keyt' and dated '48 upper right

Oil on canvas

99 x 122.5cm (39 x 48 1/4in).

**£30,000 - 50,000**

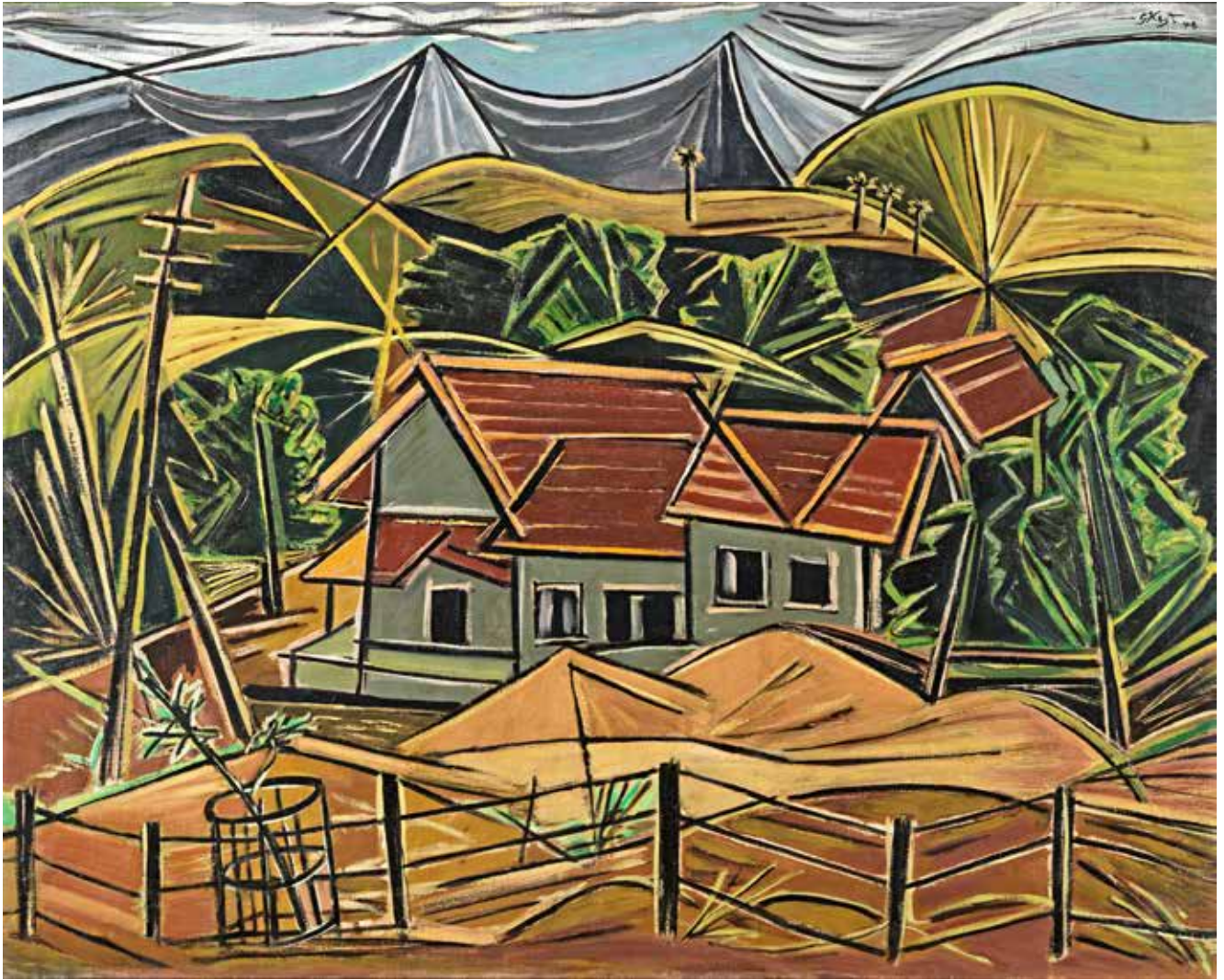
**\$40,000 - 66,000**

**€34,000 - 56,000**

**Provenance:**

Private Collection, UK;

Acquired from Patrick Seale Gallery, London in 1982.



32

**GEORGE KEYT (SRI LANKA, 1901 - 1993)**

Vishnu with Dancing Girls

Signed 'G Keyt' and dated '77 upper left

Oil on canvas

177.5 x 117.5cm (69 7/8 x 46 1/4in).

£40,000 - 60,000

\$53,000 - 79,000

€45,000 - 67,000

**Provenance:**

Private Collection, UK;

Acquired from Harold Peiris in 1981.

*'Magically though he places his colours, and carefully though he distributes his plastic volumes, Keyt's pictures nevertheless produce a dramatic effect, particularly in his paintings of Sinhalese people. These figures take on a strange expressive grandeur, and radiate an aura of intensely profound feeling.'*

Pablo Neruda 1930





33

**GEORGE KEYT (SRI LANKA, 1901 - 1993)**

Untitled (Girl with Head of Vishnu)

Signed 'G Keyt' and dated '81 upper left

Acrylic on canvas

*72 x 58cm (28 3/8 x 22 13/16in).*

**£18,000 - 25,000**

**\$24,000 - 33,000**

**€20,000 - 28,000**

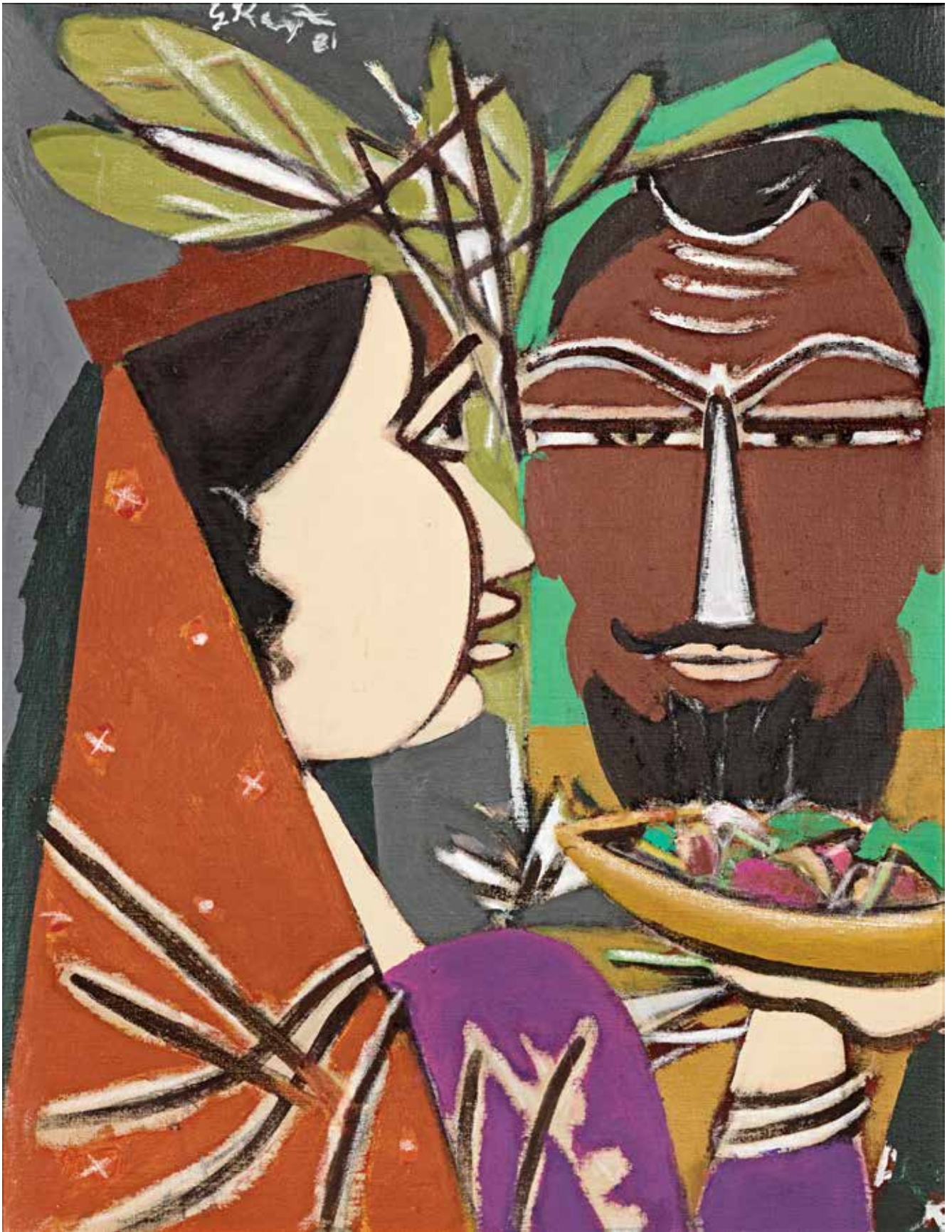
**Provenance:**

Private Collection, UK;

Acquired from Harold Peiris in 1981.

34 - 100

No lots



## 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*.

#### **Condition Reports**

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

#### **The Seller's responsibility to you**

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

#### **Bonhams' responsibility to you**

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

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

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

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

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

#### **Alterations**

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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

## Bidding in person

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

## Bidding by telephone

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

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

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

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. 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: 25563009  
Sort Code: 56-00-27  
IBAN Number: GB 33 NWBK 560027 25563009

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

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 'SS8' 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.

Olt 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  $\Delta$ . 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](http://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](mailto: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.



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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

#### 4 COLLECTION OF THE LOT

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

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

#### 5 STORING THE LOT

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

#### 6 RESPONSIBILITY FOR THE LOT

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

<p><b>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b></p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the Lot;</p> <p>7.1.3 to remove, and/or store the Lot at your expense;</p> <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;</p> <p>7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p> <p>7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;</p> <p>7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;</p> <p>7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;</p> <p>7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;</p> <p>7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;</p> <p>7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.</p> <p>7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p>	<p>7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.</p> <p>7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.</p> <p><b>8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b></p> <p>8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p> <p>8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or</p> <p>8.1.2 deliver the Lot to a person other than you; and/or</p> <p>8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p> <p>8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.</p> <p>8.2 The discretion referred to in paragraph 8.1:</p> <p>8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and</p> <p>8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.</p> <p><b>9 FORGERIES</b></p> <p>9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.</p> <p>9.2 Paragraph 9 applies only if:</p> <p>9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and</p> <p>9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and</p> <p>9.2.3 within one month after such notification has been given, 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 Forgery and details of the Sale and Lot number sufficient to identify the Lot.</p>	<p>9.3 Paragraph 9 will not apply in respect of a Forgery if:</p> <p>9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or</p> <p>9.3.2 it can be established that the Lot is a Forgery 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.</p> <p>9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.</p> <p>9.5 If we are satisfied that a Lot is a Forgery 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, 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 Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.</p> <p>9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.</p> <p>9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.</p> <p>9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.</p> <p><b>10 OUR LIABILITY</b></p> <p>10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.</p> <p>10.2 Our duty to you while the Lot 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 Lot or to other persons or things caused by:</p> <p>10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or</p> <p>10.2.2 changes in atmospheric pressure; nor will we be liable for:</p> <p>10.2.3 damage to tension stringed musical instruments; or</p> <p>10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.</p>
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10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* [www.bonhams.com](http://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](mailto: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's* 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's* 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's* 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](http://www.bonhams.com)

**"Withdrawal Notice"** the *Seller's* written notice to *Bonhams* revoking *Bonhams's* 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 "indemnity" is construed accordingly.

**"interpleader proceedings"**: proceedings in the Courts to determine ownership or rights over a *Lot*.

**"knocked down"**: when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

**"lien"**: a right for the person who has possession of the *Lot* to retain possession of it.

**"risk"**: the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

**"title"**: the legal and equitable right to the ownership of a *Lot*.

**"tort"**: a legal wrong done to someone to whom the wrong doer has a duty of care.

## SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
  - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
  - (a) the seller;
  - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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# Art of Pakistan

New Bond Street, London | Wednesday 24 October 2018, 1pm

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## ILLUSTRATIONS

Front cover: lot 121  
Back cover: lot 26  
Inside front cover: lot 114  
Inside back cover: lot 21

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Idealized Portrait of the Mughal Empress Nur Jahan (opaque watercolour and gold on paper), Mughal School (18th century) / Los Angeles County Museum of Art, CA, USA / Bridgeman Images

101 \*

**ABDUR RAHMAN CHUGHTAI (PAKISTAN, 1897-1975)**

The Saqui

Signed 'Chughtai Lahore' in Urdu lower left

Watercolour on paper

34 x 26cm (13 3/8 x 10 1/4in).

£25,000 - 35,000

\$33,000 - 46,000

€28,000 - 39,000

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

Delhi Art Gallery.

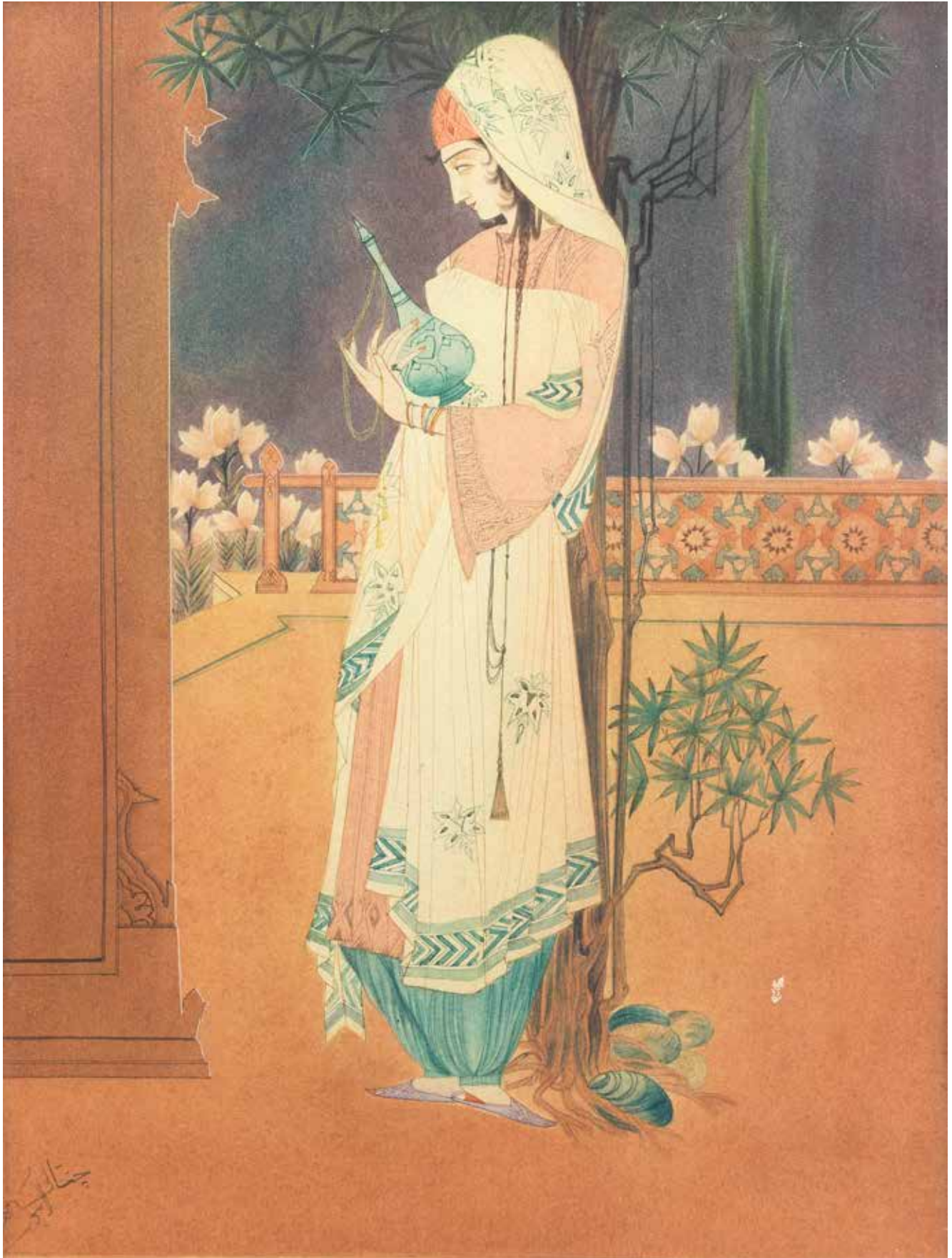
Probably the most distinguished Pakistani artist of the 20th century, Chughtai looked at the complex and varied history of South Asia, to create a modern rendition of archaic fables. His work is beautifully nostalgic and thus shares some of the longevity of the tales it recounts. After partition of the subcontinent he came to be known as the National artist of Pakistan.

In 1911 Abdur Rahman Chughtai joined Mayo School of Art (now known as the National College of Arts, Lahore) where he was taught by Samarendranath Gupta, a pupil of Abanindranath Tagore. Tagore was seen as the founder of the Calcutta based, Bengal School of art. The tendency to group him together with the Bengal school of painters was contested by the artist, who stated that contrary to Bengal art,

which 'favoured gods and goddesses and was full of pessimism and gloom, ... his art was radically different because it inculcated hope and faith in life.' (Akbar Naqvi, *Image and Identity: Fifty years of Painting and Sculpture in Pakistan*, Karachi, 1998, pp. 51-54)

Chughtai had a very distinctive style, incorporating the art nouveau, Indo-Persian miniature technique and Indian folklore. Hailing from a family of artisans and craftsmen, Chughtai used only the finest materials for his work, and so with each drawing or painting he created a leaf of quality and importance - a homage to the Mughal and Persian miniature traditions he was so heavily influenced by. The artist chose to paint Mughal, Iranian, Hindu, Punjabi, Kashmiri and Brahman subjects and later expanded to incorporate a 'pan-Persianism'.

The iconography of 'The Saqui' suggests that we are in the presence of *Saqui* (literally 'wine-server'), an allegorical tool frequently employed in Persian and Urdu mystic poetry. *Saqui*, the 'Server' who pours intoxicating libation into the empty cup of the self-less seeker, is the symbol for the presence of the Beloved or Divine. Favoured as a literary device by Islamic poets from Hafiz to Ghalib for allowing dual allusions to both God and earthly love, *Saqui* is often given the trappings of a beautiful seductress, sometimes quite explicitly sexual. Though Chughtai has treated this subject before, it is of interest to note that whilst his Saqi figures are indeed attractive, sometimes ethereal, they remain chaste, emanating archetypal beauty within the parameters of tradition. In other words, she exists simultaneously in the present and a poetically romanticised past, she is both *Saqui* and aide.



# Ali Imam (1924 - 2002)

A formative figure in Pakistani Art



Born into an artistic family, younger brother of the famed Indian artist Syed Haider Raza, Syed Ali Imam himself was a formative figure in the development of Modern art in the newly formed Pakistan. Despite his conventional academic prowess, Ali Imam decided to pursue a career as an artist. Whilst working as a medical artist at the Tata Memorial Cancer Hospital, Imam enrolled for evening classes at Bombay's J.J. School of Art. It was here, under the guidance of esteemed artist K.K. Hebbar, that Ali Imam was taught that being a good draughtsman alone was not sufficient to make him an artist. This spurred the young man to leave Bombay and complete his formal education to develop the analytical skills required to create great art.

The 1947 partition, pivotal to many artists of the time, tore Ali Imam from India and into the alien city of Lahore in Pakistan. 'It was a traumatic experience leaving India but once I left, I never looked back.' (S. Ali Imam, 1988, quoted in M. Husain, *Ali Imam: Man of the Arts*, Foundation for Museum of Modern Art, Karachi, 2003, p.24) An idealistic Marxist even in India, when in Pakistan, Imam, joined the Communist party full time in 1949. His staunch political beliefs and ability to rouse his peers lead to friction between him and the establishment resulting in three stints in prison, in as many years.

Along with other notable artists Anwar Jalal Shemza, Mariam Habib, Moyene Najmi, Ahmed Parvez, Shakir Ali and Sheikh Safdar, Ali Imam formed the Lahore Art Circle and they exhibited together throughout Pakistan. Ali Imam, like Shemza and Parvez, travelled to England and whilst in London, in addition to two solo exhibitions, Imam exhibited with Ahmed Parvez and Shemza, at Woodstock Gallery in 1958 at a show entitled 'Pakistan Group London: Five Modern Painters'. Safiuddin Ahmed and Murtaza Bashir making the five.

Under the guidance of the well travelled and highly educated artist and doyen, Shakir Ali, these young artists forged a channel of distinctly new art heralding a new epoch both in Pakistan and modernism globally. After over a decade in England, Imam returned to Karachi in 1966 to become principal of Central Institute of Arts and Crafts. In 1970 he founded the Indus Gallery in Karachi which remains, to date, one of the longest running galleries in Pakistan.

102

**ALI IMAM (PAKISTAN, 1924-2002)**

Untitled (Townscape-day)

Oil on board

49.5 x 61cm (19 1/2 x 24in).

£2,000 - 3,000

\$2,600 - 4,000

€2,200 - 3,400

**Provenance:**

Private Collection, UK;

Acquired directly from the artist.



103

**ALI IMAM (PAKISTAN, 1924-2002)**

Untitled (Winterscape)

Oil on board

49.5 x 61cm (19 1/2 x 24in).

£4,000 - 6,000

\$5,300 - 7,900

€4,500 - 6,700

**Provenance:**

Private Collection, UK;

Acquired directly from the artist.





104

**ALI IMAM (PAKISTAN, 1924-2002)**

Cocks

Signed 'IMAM' and dated indistinctly '5(?)'

lower right and further inscribed ' COCKS/S.A. IMAM/3  
WESTBOURNE CRES./W2/PAD 6913/£18' on reverse

Oil on canvas

60.5 x 50cm (23 13/16 x 19 11/16in).

£4,000 - 6,000

\$5,300 - 7,900

€4,500 - 6,700

**Provenance:**

Private Collection, UK;

Acquired directly from the artist.



105

**ALI IMAM (PAKISTAN, 1924-2002)**

Untitled (Still life with flowers)

Signed 'IMAM' and dated '60 lower right

Oil on board

60 x 49.5cm (23 5/8 x 19 1/2in).

£4,000 - 6,000

\$5,300 - 7,900

€4,500 - 6,700

**Provenance:**

Private Collection, UK;

Acquired directly from the artist.



106

**ALI IMAM (PAKISTAN, 1924-2002)**

Untitled (Townscape- Night)

Signed 'IMAM' lower right

Oil on board

46 x 52cm (18 1/8 x 20 1/2in).

£4,000 - 6,000

\$5,300 - 7,900

€4,500 - 6,700

**Provenance:**

Private Collection, UK;

Acquired directly from the artist.



107

**ALI IMAM (PAKISTAN, 1924-2002)**

Signed 'IMAM' lower right

Oil on board

61 x 61cm (24 x 24in).

£4,000 - 6,000

\$5,300 - 7,900

€4,500 - 6,700

**Provenance:**

Private Collection, UK;

Acquired directly from the artist.





108

**ISMAIL GULGEE (PAKISTAN, 1926-2007)**

Untitled (Two boys on a camel)

Signed 'Gulgee' and dated Jan '68 lower left

Pastel and ink on paper

47.5 x 58cm (18 11/16 x 22 13/16in)

£5,000 - 7,000

\$6,600 - 9,200

€5,600 - 7,900

**Provenance:**

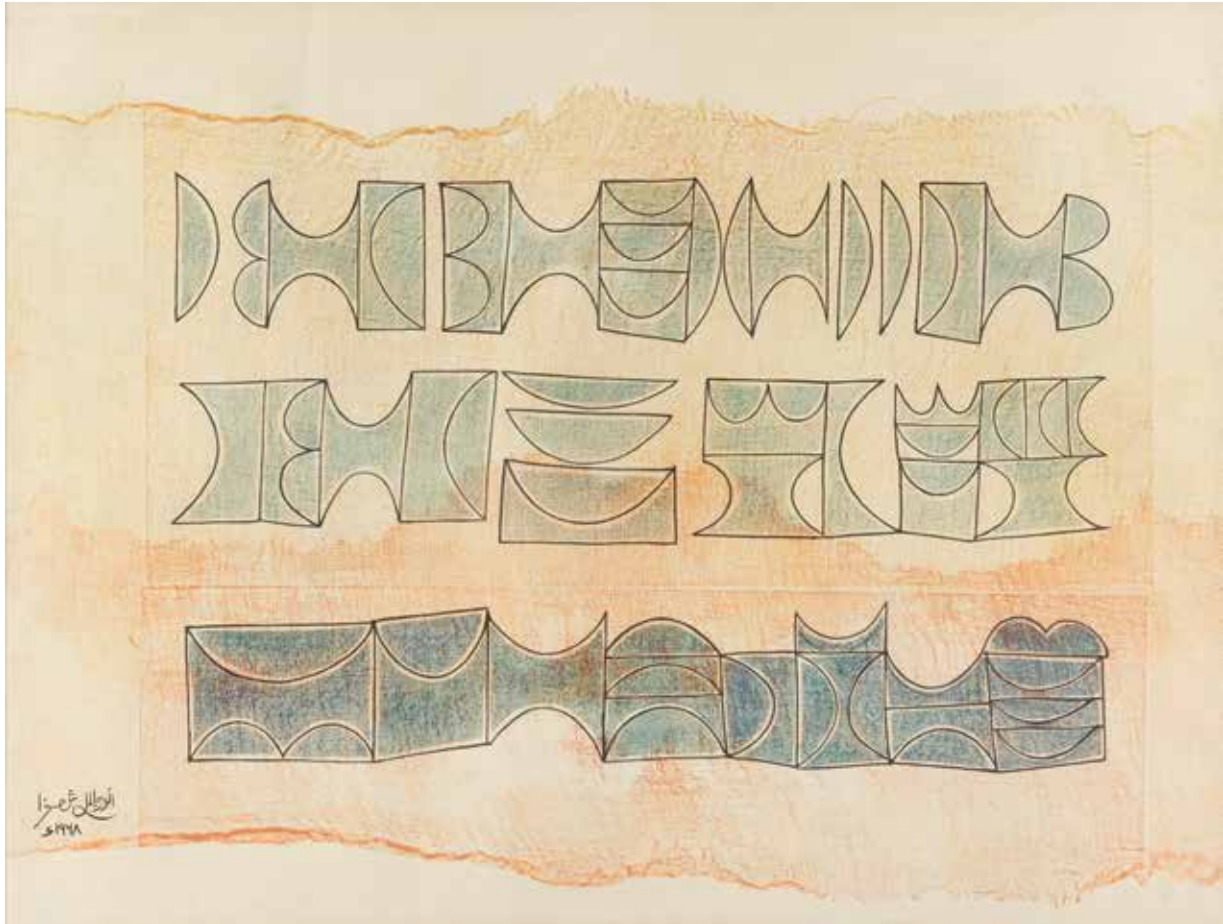
Private Collection, UK;

Bonhams London, Modern and Contemporary South Asian Art,

22 May 2016, Lot 55;

Private Collection, Scotland;

Acquired directly from the artist whilst the family were posted in Pakistan.



109

**A.J. SHEMZA (PAKISTAN, 1928-1985)**

Blue Poem, 1968

Signed in Urdu and dated 1968 lower left

Ink on paper

43 x 57cm (16 15/16 x 22 7/16in).

£5,000 - 7,000

\$6,600 - 9,200

€5,600 - 7,900

**Provenance:**

Private Collection, UK;

Acquired directly from the artist by the present owner  
who is a family member.



110

**AHMED PARVEZ (PAKISTAN, 1926-1979)**

Untitled

Signed 'Ahmed Parvez' and dated 1965 lower left

Watercolour on paper

45.5 x 43cm (17 15/16 x 16 15/16in).

£5,000 - 8,000

\$6,600 - 11,000

€5,600 - 9,000

**Provenance:**

Private Collection, Portugal;

Acquired by the present owner, a Portuguese ambassador,  
whilst in Pakistan between 1964 to 1967.



111

**AHMED PARVEZ (PAKISTAN, 1926-1979)**

Untitled

Signed 'PARVEZ' and dated '60 lower centre

Signed 'PARVEZ' and dated 1965 lower right

Watercolour on paper

20 x 25cm (7 7/8 x 9 13/16in).

32.5 x 20cm (12 13/16 x 7 7/8in).

£2,000 - 3,000

\$2,600 - 4,000

€2,200 - 3,400

**Provenance:**

Private Collection, Portugal;

Acquired by the present owner, a Portuguese ambassador, whilst in Pakistan between 1964 to 1967.



112

**AHMED PARVEZ (PAKISTAN, 1926-1979)**

Two watercolours

Signed 'A. Parvez' and dated 1966 lower right;

Signed 'A. Parvez' and dated 1966 lower left

Watercolour on paper

25 x 20cm each (9 13/16 x 7 7/8in).

£2,000 - 3,000

\$2,600 - 4,000

€2,200 - 3,400

**Provenance:**

Private Collection, UK.

*‘The style in which he painted was not automatic but instinctive; it was not ideologically programmed but was a series of urges which could be consummated in the medium.’*

Akbar Naqvi, *Image and Identity: Fifty years of Painting and Sculpture in Pakistan*, Karachi, 1998

113

**AHMED PARVEZ (PAKISTAN, 1926-1979)**

Beer Jug

Signed ‘Parvez’ and dated ‘77 lower left

Oil on canvas

75 x 59.5cm (29 1/2 x 23 7/16in).

**£12,000 - 15,000**

**\$16,000 - 20,000**

**€13,000 - 17,000**

**Provenance:**

From the collection of Rukhsana

and Ahmed Hamidi;

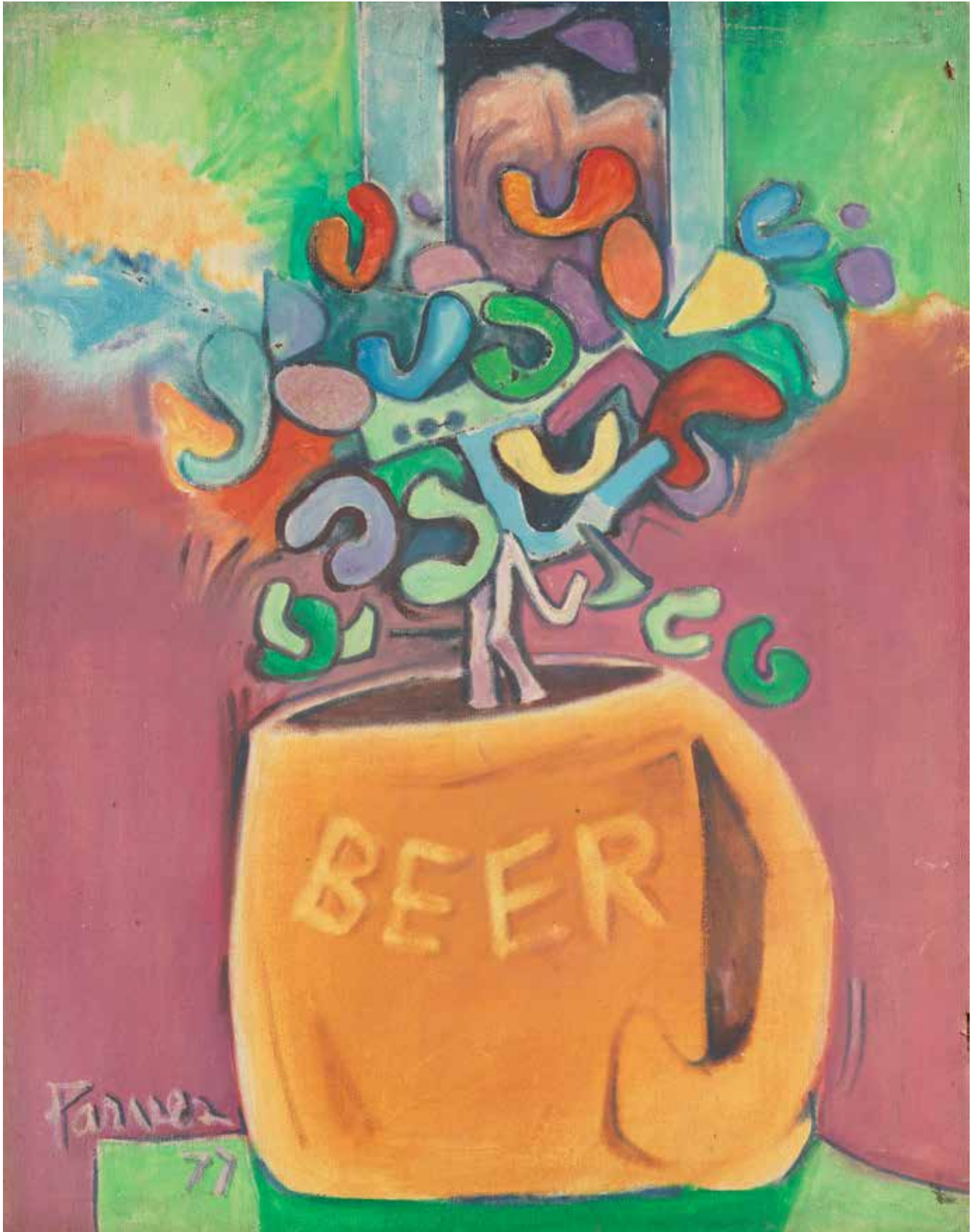
Thence by descent.

At age 26, Ahmed Parvez, moved from Karachi to Lahore and developed his skills under the guidance of teacher, Shakir Ali. In Karachi he had been working at his uncle, Jacobus Michael's studio, but grew tired of the voluptuous nudes favoured there. Ahmed Parvez credited much of his flourishing as an artist to the influence of Shakir Ali stating that ‘in the early fifties I learnt the language of abstract art from Shakir Ali.’ (Akbar Naqvi, *Image and Identity: Fifty years of Painting and Sculpture in Pakistan*, Karachi, 1998, p. 282)

His friend and mentor Ali Imam was also a key figure in his creative prosperity despite their sometimes tempestuous relationship. Part of the Lahore Art Circle, Ahmed Parvez travelled to England to expand his artistic exposure, like Shemza and Ali Imam. For some years he struggled in England, his work typecast as musings from the Muslim third world. However after some years Parvez held a successful exhibition at New Vision Gallery. Whilst in London Ahmed Parvez scaled down his work to small, affordable watercolours and pastels. He did not at that time have the resources for works at a greater scale and this financial concern allowed for an intricacy not often afforded by those working on a larger scale.

‘The style in which he painted was not automatic but instinctive; it was not ideologically programmed but was a series of urges which could be consummated in the medium.’ (Akbar Naqvi, *Image and Identity: Fifty years of Painting and Sculpture in Pakistan*, Karachi, 1998, p. 304)

It was the emotive quality of his works not the size that made Parvez stand out from his peers. He continued to work in England, marrying and settling there until 1964, when he returned alone to Pakistan. His brilliance was also his curse, the dynamic impassioned strokes in his work echo the fervour in which he loved and loathed and it was this that often drove him away from his closest friends. His premature death alone in a shabby flat in Karachi in 1979 was all the more saddening as he was someone described as a touchstone of modern art in Pakistan.



# Mustansar Hussain Tarar

## An Esteemed Collection of Pakistani Masters

Lots 114 - 119



From left: Amjad Islam Amjad, Mustansar Husain Tarar, Sadequain, Ahmed Nadeem Qasmi

Mustansar Hussain Tarar is Pakistan's best selling Urdu language author. His novels, short story collections and travelogues have inspired generations of Pakistani readers and a devout following.

Each of Tarar's novels Bahhao, Raakh, Qurbat-e-Merg Main Mohabat, Dokia Aur Jolaha, Qilaa Jaangi, Khas-o-Khashak Zamanay, and Ay Ghazal-I-Shab explored newer themes yet have plots linking them in certain ways through tarasque characters, symbolism and similitude, and a strong undercurrent of Pakistan's social and political history. Bahhao and Raakh have been rated as one of the most influential Urdu novels written in the last century.

Tarar's work is part of Urdu curriculum in university's home and abroad and a topic of several academic works. Tarar's multifaceted contribution to Pakistan's fiction and as a media person is widely acknowledged. Rarely has a public intellectual in Pakistan contributed in such diverse areas yet enjoyed respect, credibility and mass popularity.

Mustansar Hussain Tarar's publication 'Nikley Teri Talaash Mein' (In search of you), released in 1971, was a best selling travelogue spanning 16 countries by road. Tarar's personal accounts of his travels allowed readers to immerse themselves in the different cultures and environments of each country with the gusto only a seasoned traveller could. Sadequain had illustrated the first edition of this acclaimed travelogue and the relationship between great artist and great writer brought forth a publication of beauty in both design and content.



Mustansar Hussain Tarar's publication 'Nikley Teri Talaash Mein' (In search of you), 1971, book cover illustrated by Sadequain.





Collector, Mustansar Hussain Tarar



114 \*

**SADEQUAIN (PAKISTAN, 1937-1987)**

Calligraphy

Signed in Urdu lower left on reverse

Oil on cloth

239.5 x 127cm (94 5/16 x 50in).

£40,000 - 60,000

\$53,000 - 79,000

€45,000 - 67,000

**Provenance:**

From the Collection of Mustansar Hussain Tarar, gifted by the artist in 1974.

This piece depicts the first four verses of the first chapter of the Holy Qur'an, Surah Al-Fatiha:

*'In the name of Allah, the Entirely Merciful, the Especially Merciful.*

*[All] praise is [due] to Allah, Lord of the worlds -*

*The Entirely Merciful, the Especially Merciful,*

*Sovereign of the Day of Recompense.'*

*Surah Al-Fatiha (1:1-4)*

115 \*

**AHMED PARVEZ (PAKISTAN, 1926-1979)**

Self Portrait (1974)

Gouache on board

60.5 x 40.5cm (23 13/16 x 15 15/16in).

£12,000 - 15,000

\$16,000 - 20,000

€13,000 - 17,000

**Provenance:**

From the Collection of Mustansar Hussain Tarar, acquired from a friend of the artist in the 1980s.

**Published:**

Akbar Naqvi, *Image and Identity: Fifty years of Painting and Sculpture in Pakistan*, Karachi, 1998, p.303.

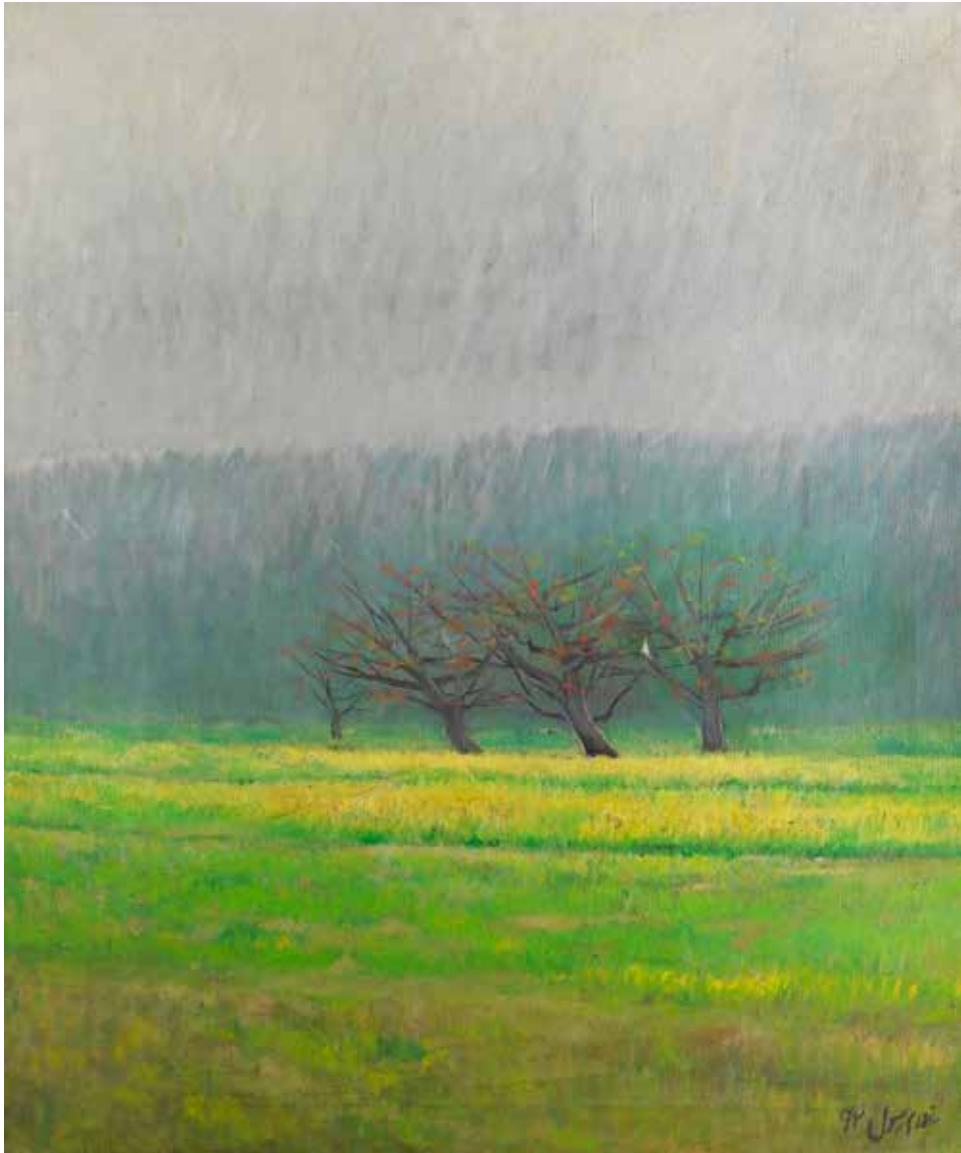
Ahmed Parvez, along with friend Ali Imam, was a devoted student of Shakir Ali. '[Shakir Ali] insisted upon free painting as the only method of painting...(because)... he believed that the individuality of the painter can be expressed better in free painting. The challenge, as Shakir saw

it, was to find one's own individual style or subjectivity in art; Ahmed Parvez understood this challenge and, at a tangent from his mentor, found himself a different style with his confidence in himself, there was no question of apparent insecurity, but, his art was the expression of self-aggrandizement of a broken man.' (A. Naqvi, *Image and Identity: Fifty years of Painting and Sculpture in Pakistan*, Karachi, 1998, p.302)

Ahmed Parvez's relationships with his teachers and his peers was often volatile and fraught. Such was his inner mental angst that it manifested in explosive ways often severing relationships with his closest friends. Upon separating from his third wife, Ahmed Parvez, painted a self portrait, the present lot. In this work he depicts himself as a smartly dressed wolf man. It is the only known self portrait and only work of this anomalous series.

This deeply personal and intimate work is a rare example of Ahmed Parvez, the man. The image leaves him vulnerable and exposed and he is no longer able to hide behind his aggressive temper and volatile behaviour. No longer obscured by arrogance or the bravado of his colourful explosive renditions of still life, Ahmed Parvez is staring into what he perceives to be the very worst of himself.





116 \*

**GHULAM RASUL (PAKISTAN, 1942-2009)**

Untitled (Landscape)

Signed 'Ghulam Rasul' and dated '90 in Urdu lower right

Oil on canvas

91.5 x 76.5cm (36 x 30 1/8in).

£5,000 - 7,000

\$6,600 - 9,200

€5,600 - 7,900

**Provenance:**

From the Collection of Mustansar Hussain Tarar.



117 \*

**GHULAM RASUL (PAKISTAN, 1942-2009)**

Untitled (The wall)

Signed 'Ghulam Rasul' and dated '92 in Urdu lower right and further inscribed 'Ghulam Rasul, Islamabad' on reverse

Oil on canvas

92 x 60.5cm (36 1/4 x 23 13/16in).

£4,000 - 6,000

\$5,300 - 7,900

€4,500 - 6,700

**Provenance:**

From the Collection of Mustansar Hussain Tarar.



118 \*

**USTAD ALLAH BUX (PAKISTAN, 1895-1978)**

Cows in Landscape

Watercolour on paper

24.5 x 36.5cm (9 5/8 x 14 3/8in).

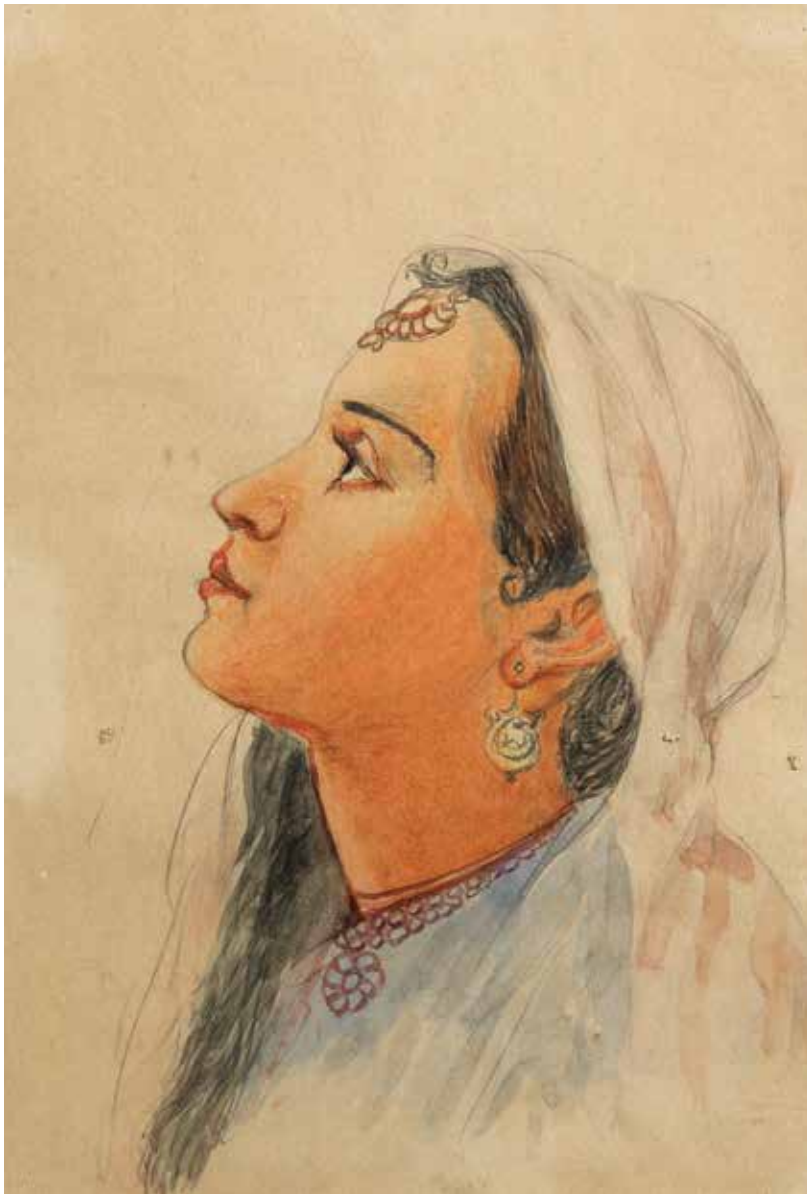
£7,000 - 9,000

\$9,200 - 12,000

€7,900 - 10,000

**Provenance:**

From the Collection of Mustansar Hussain Tarar.



119 \*

**USTAD ALLAH BUX (PAKISTAN, 1895-1978)**

Woman Looking Up

Watercolour and pencil on paper

27.5 x 19cm (10 13/16 x 7 1/2in).

£5,000 - 7,000

\$6,600 - 9,200

€5,600 - 7,900

**Provenance:**

From the Collection of Mustansar Hussain Tarar.

120

**SHAKIR ALI (PAKISTAN, 1916-1975)**

Musician

Signed 'Shakir Ali' and dated '57 and further inscribed 'Musician'  
on reverse, Mayo School of Arts label on reverse

Oil on board

*53 x 61cm (20 7/8 x 24in).*

**£18,000 - 25,000**

**\$24,000 - 33,000**

**€20,000 - 28,000**

**Provenance:**

Private Collection, UK.

Born in Rampur, Uttar Pradesh in 1922, Shakir Ali received his formal and academic art education at the J. J. School of Art in Bombay and at the Slade School of Art in London. He later went on to study under Andre L'Hote in Paris and also in Prague before leaving Europe to live in Pakistan. He joined Mayo School of Art, Lahore as a lecturer in 1954 and soon after its rebranding as National School of Art in 1958, Shakir Ali became the institution's first Pakistani principle.





## From the Collection of the eminent economist Richard V. Gilbert

Richard V. Gilbert was the first Keynesian economist in the United States and taught Keynes' ideas at Harvard in the mid-1930s. He was known for his advisory work for President Franklin D. Roosevelt's administration and for his advisory work in Pakistan.

After receiving his Ph.D., Gilbert entered the ranks of the Roosevelt administration as an economic adviser to Harry Hopkins, one of the principal architects of the New Deal. During the New Deal, Gilbert was one of the first economists to focus his attention on the economies of developing nations. In 1959, Gilbert joined the Harvard Economic Advisory Service (HEAS) with hopes of putting his economic philosophies into practice. As director of the HEAS mission in Pakistan, Gilbert reformed the Pakistani economy by instituting a policy of shipping surplus U.S. grain to the developing country. He was most concerned with economic development focused on ordinary people. Gustav F. Papanek, chairman of the Economics Department at Boston University and close colleague of Gilbert, said that 'Gilbert had as much an impact on the economic development of Pakistan during that time as any foreigner bar none.'

Ayub Khan awarded the sitara-e-Pakistan, the highest honour afforded to a foreigner, to Richard V Gilbert for his work in 1961.

*'My dad met Sadequain in 1960 and loved his paintings. Sadequain became a friend, visited our house quite often, did the portrait of me when I was 16 and four other sketches which he gave to us on April 15, 1961. He was already on an immense visionary path. I feel to this moment a deep connection to Sadequain as well as to the people - both farmers and others whom I connected with during that time.'*



Richard V Gilbert being awarded the sitara-e-Pakistan, by Ayub Khan for his work in 1961



*'Sadequain drew unlike Picasso without savagery. Instead he was fully aware of the supple and sinuous potentials of his line, as the fecundity and force of nature.'*

Naqvi, Image and Identity – Fifty Years of Painting and Sculpture in Pakistan

121 \*

**SADEQUAIN (PAKISTAN, 1930-1987)**

Untitled (Seated Nude)

Signed 'Sadequain' and dated '60 in Urdu upper right

Oil on board

116 x 89.5cm (45 11/16 x 35 1/4in).

£60,000 - 80,000

\$79,000 - 110,000

€67,000 - 90,000

**Provenance:**

From the collection of Richard V. Gilbert, head of a Harvard-World Bank-Ford Foundation advisory group to the Pakistan Planning commission, 1960;

Acquired directly from the artist;

Thence by descent.

This seminal and exquisite work comes to auction from the collection of the late eminent economist, Richard V. Gilbert.

Born in Amroha, U.P. in the period of the Great Depression, Sadequain went on to study at Agra university. Unable to afford the fees for Calcutta School of art where he longed to study, Sadequain instead worked at the All-India Radio in Delhi. It is generally accepted that Sadequain did not have any formal art training and thus, incredibly, he is considered a self taught artist. After migrating to Pakistan post



Venus, detail from The Birth of Venus, c.1485 (tempera on canvas) (detail of 412), Botticelli, Sandro (Alessandro di Mariano di Vanni Filipepi) (1444/5-1510) /Galleria degli Uffizi, Florence, Tuscany, Italy / Bridgeman Images

partition, Sadequain worked for a year with Radio Pakistan before devoting himself to art. When asked what is the most important aspect of your life – Sadequain stated: 'Work – Painting and other creative work is done by me not because I want to! Something inside me compels to work even though I may not want to...You see, I can live without food for three or four days. I cannot live without work for a single day!'

Sadequain was known to state that he had painted more in area than Michelangelo. Given his expansive murals and detailed allegorical renditions of human life this could easily be the case. Although not formally educated in the arts Sadequain shows clear influence of Renaissance masters, in particular he admires the works of El Greco and Botticelli. He made no secret of the influence Picasso had on his work.

'Sadequain's love for the nude form recalls not only the magnificent Hellenistic age but also the slave markets of the Middle Ages and ancient Indian erotic sculpture.'

(Abdul Hamid Akhund et al, *Sadequain: The Holy Sinner*, Mohatta Palace Museum, Karachi, 2002, p.79 )





122 \*

**SADEQUAIN (PAKISTAN, 1930-1987)**

Calligraphic Panel

Signed and dated lower right and dedicated to Ishaq

Ink on canvas

71 x 426cm (28 x 168in).

£60,000 - 80,000

\$79,000 - 110,000

€67,000 - 90,000

**Provenance:**

From the collection of Mohammed Ishaq Yakoob.

This work depicts a section of Chapter six, Surah Al An'am, verse one of the Holy Qur'an:

'In the name of Allah, the Entirely Merciful, the Especially Merciful. [All] praise is [due] to Allah, who created the heavens and the earth and made the darkness and the light.' (6:1)

'Critics of Sadequain have frequently alleged that towards the last years of this life the painter was seduced by a military regime to produce a large number of calligraphies, which were seen to be a suitable visual expression of the state's ideology. And his works, consisting primarily of sacred texts from the Quran, helped the government acquire an aura of patronage from the promotion of religious art, ostensibly aimed at projecting a non-secular and theocratic image for the country.' (Abdul Hamid Akhund et al, Sadequain: The Holy Sinner, Mohatta Palace Museum, Karachi, 2003, p. 77)

'For prolonged periods of time in the last eighteen years of his artistic career, Sadequain more or less abandoned his figurative art for calligraphy. His inventive and individualistic calligraphy was merely an armour whereby Sadequain caused popular. Emotion to transfix itself in the sacred nature of his work. This sacramental façade became an iron curtain that concealed the lurid and often agonizing fantasies that engulfed the inner recesses of his mind.' (Abdul Hamid Akhund et al, Sadequain: *The Holy Sinner*, Mohatta Palace Museum, Karachi, 2003, pp. 5-6)

'I don't believe the purpose of art is to entertain' he says. 'You see, art emerges from a cultural pattern of a country in the same way that a plant emerges from a distinct soil in a certain climate. It should reflect the aspirations of the people, their triumphs and tragedies.' (Abdul Hamid Akhund et al, Sadequain: *The Holy Sinner*, Mohatta Palace Museum, Karachi, 2003, p. 124)



123 \*

**JAMIL NAQSH (PAKISTAN, B. 1938)**

Untitled (Doves)

Signed 'Jamil Naqsh' and dated 3rd August 1987 lower right

Oil on canvas

162.5 x 96.5 cm (64 x 38in).

**£15,000 - 18,000**

**\$20,000 - 24,000**

**€17,000 - 20,000**

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

Bonhams London, *Indian and Islamic Art*, 25 October 2007, Lot 265;

Private Collection, UK.







124 \*

**RASHID RANA (PAKISTAN, B. 1968)**

Red Carpet

Chromogenic print and Diasec mount

221 x 294cm (87 x 115 3/4in).

£30,000 - 50,000

\$40,000 - 66,000

€34,000 - 56,000

To be sold without reserve

**Provenance:**

Private Collection, Dubai;

Sotheby's London, Contemporary Art Evening Auction, 17 October 2008, Lot 6.

Trained at the National College of Art in Lahore, Pakistan, and Massachusetts College of Fine Arts in Boston, Rashid Rana is a master of juxtaposition. Hailing from Pakistan, Rana's signature photomontage allegorical works have received international recognition.

Red Carpet seemingly depicts a classical Persian rug but upon closer inspection the weave is made up of scenes of animal slaughter. From a distance the image is beautiful, the graduating colours suggests a softness of fabric creates an attractive almost homely image. In stark contrast is the sludgy brutality of the bloodied pixels.

'Rashid Rana is interested in dualities those of space, time, tradition and culture. Throughout his career he has tapped into the tensions existing in these dualities by employing the technique of pixilation. In Rana's work multiple images simultaneously occupy the same space as either larger pictures comprised of smaller ones or source images are broken up and rearranged to resemble different subjects.'

(Scatter in Time p 9 Justine Ludwig 'Translating the Intolerable Image')





125

**IMRAN QURESHI**

'I want you to stay with me' Executed in 2014

Corvi Mora gallery label on reverse

Gouache on paper

*77 x 57cm (30 5/16 x 22 7/16in).*

**£7,000 - 9,000**

**\$9,200 - 12,000**

**€7,900 - 10,000**

**Provenance:**

Private Collection, UK.

