

# Bonhams



## Modern & Contemporary Middle Eastern Art

New Bond Street, London | 1 May 2019













# Modern & Contemporary Middle Eastern Art

New Bond Street, London | Wednesday 1 May 2019 at 3pm

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## VIEWINGS

Thursday 25 April  
12pm to 4.30pm  
Friday 26 April  
9am to 4.30pm  
Sunday 28 April  
11am to 3pm  
Monday 29 April  
9am to 4.30pm  
Tuesday 30 April  
9am to 4.30pm  
Wednesday 1 May  
9am to 12pm

## SALE NUMBER

25460

## CATALOGUE

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Front cover: Lot 11  
Back cover: Lot 22  
Inside front cover: Lot 25  
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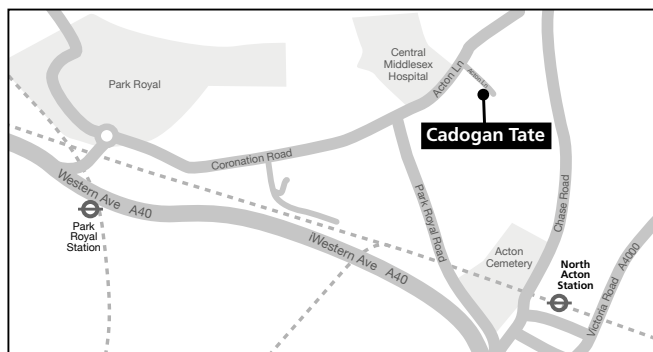
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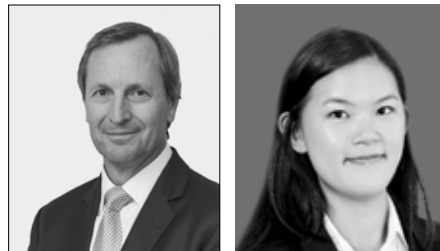


# Indian, Himalayan and Southeast Asian Art

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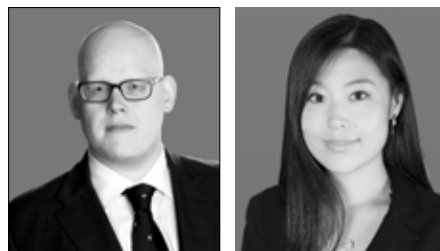
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1 \*

**HUSSEIN MADI (LEBANON, BORN 1938)**

Abstract Flora

acrylic on canvas

signed "Madi" in Arabic and English and dated "2001" (lower right),

executed in 2001

70 x 80cm (27 9/16 x 31 1/2in).

£8,000 - 12,000

€9,400 - 14,000

US\$11,000 - 16,000

To be sold without reserve

Provenance:

Property from a private collection, Beirut





2 \*

**HUSSEIN MADI (LEBANON, BORN 1938)**

Reclining Nude

acrylic on canvas

signed "Madi" (lower left) and inscribed "Madi, 130x130cm, 2013" on the verso, executed in 2013

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

£12,000 - 15,000

€14,000 - 18,000

US\$16,000 - 20,000

To be sold without reserve

Provenance:

Property from a private collection, Beirut



3

**GEORGES CYR (LEBANON, 1880-1964)**

L'Aquarium (Homage to Antoni Gaudi)  
 oil on canvas, framed  
 signed "George Cyr", dated "1937" (lower right and on the verso) and  
 titled "L'Aquarium" on the verso, executed in 1937  
 78 x 139cm (30 11/16 x 54 3/4in).

£6,000 - 10,000

€7,000 - 12,000

US\$8,000 - 13,000

To be sold without reserve

**Provenance:**

Property from a private collection, London  
 Paris, Ader, Art Abstrait & Contemporain, 15 Jun 2016, Lot 205

The present work is an intriguing and unusual marine composition by renowned Franco-Lebanese artist Georges Cyr. Depicting a colourful subaquatic seascape with lush coral and animated aquatic life, the work draws heavily on Gaudiesque imagery imbuing the composition with an almost surreal otherworldly ambience.

Georges Albert Cyr was born in Montgeron (Seine et Oise), in France, in June 1881. The beginnings of his artistic career, circa 1910, were confirmed as a result of advice from the artist Jean-Baptiste-Armand Guillaumin, friend of Gauguin, Pissaro and Monet. His first one-man show was held at the Galerie Moderne in Rouen in 1922.

By 1924, Cyr was exhibiting at the Salon des Independants in Paris and in that year held one-man shows in le Havre, Rouen and Paris. In 1934, having suffered setbacks in his personal life he accepted the opportunity to move to Beirut, where he was assisted in finding accommodation by the French Embassy.

After his first few weeks in Beirut, he fell in love with the city and decided to settle in Ain El Mraisse. Cyr quickly made a circle of close friends, both Lebanese and French, particularly the Lebanese poet and playwright Georges Schehade in addition to A.Tabet, G.Bounoure, J.Chevrier, H.Seyrig and G.Naccache. His studio was thought of by many as an art school and it became the favourite meeting place of artists such as Shafic Abboud, Elie Kanaan, Omar Onsi, Farid Aouad, Cesar Gemayel, Michel Basbous and others



4

**FATEH MOUDARRES (SYRIA, 1922-1999)**

The Battlefield

mixed media on card

signed "Mouadarres" in Arabic and English

(lower right), executed circa mid 1970's

35 x 50cm (13 3/4 x 19 11/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$4,000 - 6,600

To be sold without reserve

Provenance:

Property from the collection of Dr Jawdat Naffouj, Frankfurt, acquired directly from the artist circa 1975

Property from a private collection, London



4

5

**FATEH MOUDARRES (SYRIA, 1922-1999)**

The Tribe

oil on canvas, framed

signed "Mouadarres" and dated "1993" (lower

right), inscribed "F Moudarres Syria" on the

verso, executed in 1993

70 x 52cm (27 9/16 x 20 1/2in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,300 - 8,000

Provenance:

Property from a private collection, London

Acquired directly by the above from Hadba

Qabbani, late 1990s



5



6\*

**BIBI ZOGBE (LEBANON, 1890-1973)**

Flowers

oil on wood panel, framed

signed "Bibi Zogbe" (lower right and verso) and dated "37" on the verso, executed in 1937

58.5 x 50.5cm (23 1/16 x 19 7/8in).

£4,000 - 6,000

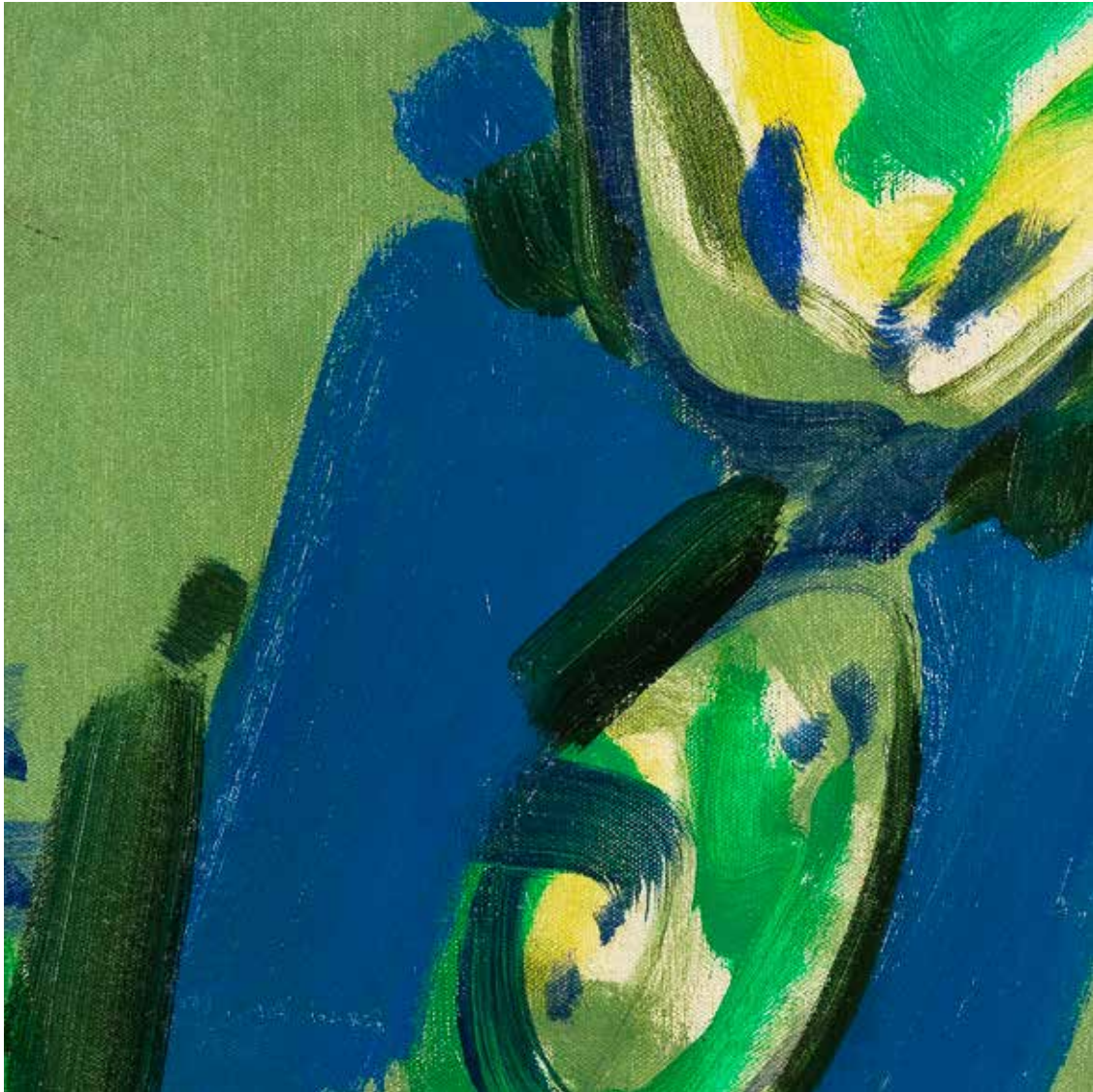
€4,700 - 7,000

US\$5,300 - 8,000

Provenance:

Property from a private collection, Beirut





7\*

**JEAN KHALIFE (LEBANON, 1923-1978)**

Green Vines

oil on canvas, framed

signed "J Khalife" and dated "72" (lower right), executed in 1972

50.5 x 50.5cm (19 7/8 x 19 7/8in).

£6,000 - 10,000

€7,000 - 12,000

US\$8,000 - 13,000

Provenance:

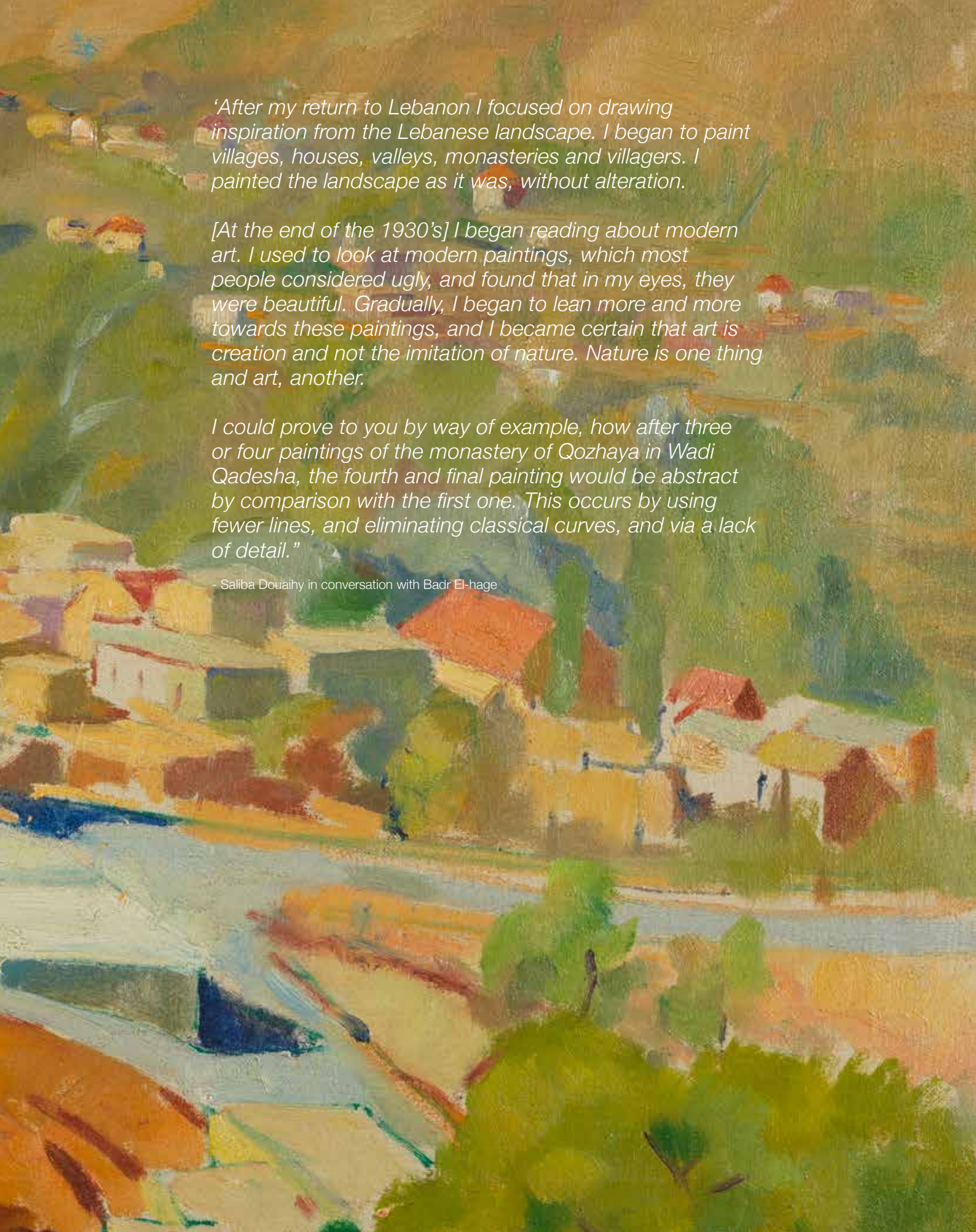
Property from a private collection, Beirut





С. П. П. П.



The background of the page is a textured oil painting. It depicts a village scene with a river in the foreground. The houses are rendered in warm, earthy tones like ochre, sienna, and terracotta, with some having red-tiled roofs. The surrounding landscape is filled with green foliage and trees, suggesting a lush environment. The brushwork is visible, giving the painting a sense of movement and depth. The overall color palette is dominated by greens, yellows, and browns, with some cooler tones in the shadows and the river.

*'After my return to Lebanon I focused on drawing inspiration from the Lebanese landscape. I began to paint villages, houses, valleys, monasteries and villagers. I painted the landscape as it was, without alteration.*

*[At the end of the 1930's] I began reading about modern art. I used to look at modern paintings, which most people considered ugly, and found that in my eyes, they were beautiful. Gradually, I began to lean more and more towards these paintings, and I became certain that art is creation and not the imitation of nature. Nature is one thing and art, another.*

*I could prove to you by way of example, how after three or four paintings of the monastery of Qozhaya in Wadi Qadesha, the fourth and final painting would be abstract by comparison with the first one. This occurs by using fewer lines, and eliminating classical curves, and via a lack of detail."*

*- Saliba Douaihy in conversation with Badr El-hage*



**AN IMPORTANT EARLY TRANSITIONAL LANDSCAPE  
BY SALIBA DOUAIHY**

Saliba Douaihy is one of the most creative and captivating artists to emerge from Lebanon in the past century, starting life as a classical landscape painter and moving progressively towards abstraction, his body of work follows a trajectory which involved a radical inversion of artistic instincts.

The present work is from a fascinating and key juncture in Douaihy's artistic progression; executed in the 1940's, this "pseudo-transitional" work charts his slow movement away from meticulous, academic, classically rendered landscapes to more simplified, colour driven, shape conscious compositions. In this depiction of the mountainscape of Kfarsghab, Douaihy exhibits his first tentative steps towards abstraction, peeling away the initial layer of detail in what would eventually lead the artist to a total submergence in pure line and colour, in his endeavour to capture landscape as it was felt, not seen.

The first level of simplification Douaihy employs is the de-ornamentation of architectural surfaces, with buildings reduced to cuboid shapes with cursory touches of detail. In the foreground of the composition we already start to see the seeds of the "hard edges" that would define his later style, with light blue, ochre, and navy features of the landscape converging together in simplified blocks of colour.

Published and Exhibited at the Ehdn festival in 1999, the present work, with its fine provenance and documented history, is an important window into the eye of an artist who would bravely escape the traditional strictures of his academic training, and establish a pioneering artistic style.

Born in Ehdn in North of Lebanon, Saliba Douaihy began studying art in Habib Srour's studio in Beirut where he worked for four years. He was awarded a grant by the Lebanese government which enabled him to study at the Ecole Nationale Supérieure des Arts Décoratifs in Paris from 1932 until 1936. He then went to Rome and then back to Lebanon where he spent four years decorating the walls and ceilings of the church of Diman. In 1950 he travelled to the USA and he remained there until 1975.

Douaihy participated in many exhibitions including the Salon des Artistes Français, Paris (1934); the New York World Fair; the Guggenheim Museum; the Salons des Réalités Nouvelles, Paris; the Pennsylvania Academy of Fine Arts and University Art Gallery, New York.

Saliba Douaihy won many prizes and awards. They include the Lebanese National Order of the Cedar (1956), the Philadelphia Academy of Fine Arts Award (1968) and the Medaglia d'Oro of the Accademia d'Italia dello Arte e del Lavoro (1980).

g\*

**SALIBA DOUAIHY (LEBANON, 1915-1994)**

View of Kfarsghab, Qadisha Valley  
oil on canvas, framed  
signed "S. Douaihy" (lower left)  
40 x 56.5cm (15 3/4 x 22 1/4in).

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000

**Provenance:**

Property from private collection, Beirut  
Formerly in the collection of Joseph D Raidy

**Exhibited:**

Ehdn, *Saliba Douaihy, Past & Present Exhibition from our Homes*,  
Ehdn Festival, 14 September 1999

**Literature:**

Joseph D Raidy Press, *Saliba Douaihy, Past & Present*, Ehdn, 1999









9 AR

**SHAFIC ABBOUD (LEBANON, 1926-2004)**

Abstract Composition in Orange

oil on card, framed

signed "Abboud" and dated "92", executed in 1992

30 x 30cm (11 13/16 x 11 13/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$4,000 - 6,600

**Provenance:**

Property from a private collection, Amsterdam

Thence by descent to the present owner

Originally acquired from the Majke Husstege Gallery, Hertogenbosch  
Netherlands



10 AR \*

**SHAFIC ABOUD (LEBANON, 1926-2004)**

Composition No. 77

oil on wood panel, framed

signed "Aboud" and dated "60" (lower right), executed in 1960  
85 x 27cm (33 7/16 x 10 5/8in).

£18,000 - 25,000

€21,000 - 29,000

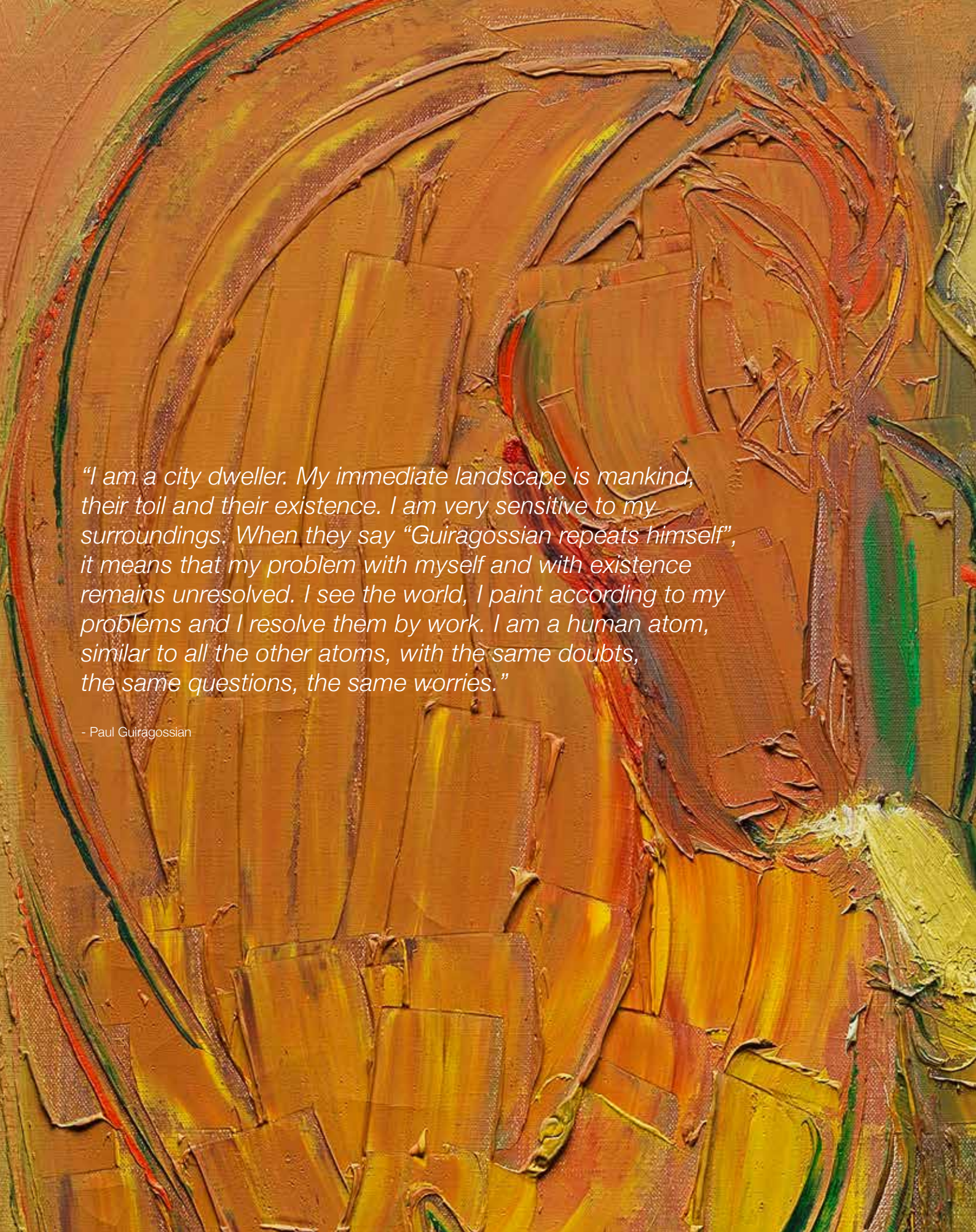
US\$24,000 - 33,000

Provenance:

Property from a private collection, Beirut





An abstract painting featuring thick, expressive brushstrokes. The color palette is dominated by earthy tones, including various shades of brown, tan, and ochre, with occasional streaks of green and red. The texture is highly tactile, with visible ridges and valleys of paint. The composition is non-representational, focusing on the physical act of painting and the interplay of color and form.

*"I am a city dweller. My immediate landscape is mankind, their toil and their existence. I am very sensitive to my surroundings. When they say "Guiragossian repeats himself", it means that my problem with myself and with existence remains unresolved. I see the world, I paint according to my problems and I resolve them by work. I am a human atom, similar to all the other atoms, with the same doubts, the same questions, the same worries."*

- Paul Guiragossian









## TWO IMPORTANT PAINTINGS BY PAUL GUIRAGOSSIAN

11\*

### PAUL GUIRAGOSSIAN (LEBANESE, 1926-1993)

*Passagers (Passengers)*

oil on canvas, framed

signed "Paul G." (lower left) and inscribed "Paul Guiragossian" on the verso, executed in 1968

95 x 70cm (37 3/8 x 27 9/16in).

£30,000 - 50,000

€35,000 - 59,000

US\$40,000 - 66,000

#### Provenance:

Property from a private collection of Dr Zahi Hakim

Acquired directly from the Artist

#### Exhibited:

Beirut, La Galerie L'Amateur, *Paul Guiragossian*, 1968

#### Literature:

Raymond Akl, *Paul Guiragossian's exhibition at Galerie L'Amateur*, Beirut, 1968

#### Note:

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

Bonhams are delighted to present two exquisite and significant works by one of the most progressive and talented artists to emerge from the Arab world in the 20th century. Paul Guiragossian achieved worldwide recognition in his own lifetime and was honoured by a state funeral upon his death; reasserting his pivotal position in the history of Arab Modernism as well as among his generational peers.

Guiragossian was born on Christmas day of 1926 in Jerusalem to survivors of the Armenian genocide. Due to exile, his family settled in Beirut, Lebanon in 1947. In 1956, Guiragossian received a scholarship from the Italian Government to study at The Academy of Fine Arts in Florence, which was soon followed by a further scholarship from the French government to attend Les Ateliers des Maîtres de L'Ecole de Paris. By the mid-1960s, Paul Guiragossian had grown to become one of the most celebrated artists from Lebanon and in 1989 he became the first artist to have a solo show at the Institut de Monde Arabe in Paris.

Guiragossian's genius lies in his ability to simultaneously provoke both joy and despair. Despite the war and unrest breaking out in Lebanon in the early 1970s, his attachment and love for his homeland grew stronger and his works became more colourful with sentimental messages of hope for his people. From the late 1960s onwards, most of Guiragossian's paintings conveyed a sense of solidarity, a collective joy or at times suffering.

"Passagers" comes to the market from a distinguished Lebanese private collection and was presented directly from the artist to the present owner in Beirut. The work was executed and originally exhibited at La Galerie L'Amateur in Al Hamra in 1968, the same year the Israeli-Lebanese conflict began. In the present work, the artist depicts a family in exile; a couple embracing a new born baby in thick elongated impasto paint next to a calm, gentle and endearing horse.

Here the horse symbolises the maternal archetype by shedding light on the integral role this sacred animal plays in Middle Eastern history and culture. The horse is seen as the universal symbol of freedom with its power of flight without wings; carrying its passengers through hardship and transporting them to safety. The warm earthy brown and green colour palette beautifully oscillates the painting between figuration and abstraction. In 1968, Guiragossian began to slowly move away from figuration towards abstraction and by 1970 he completely withdrew from figuration and structured forms. It was also in the late 1960s that the artist began to tackle the subject matters of displacement, refuge and migration.





*“They taught us in History that there have been heroes who led fearless battles such as Alexander the Great who killed thousands of men on the shores of Saida and Tyre. He is considered a hero?...They call Napoleon a Hero. What kind of hero kills thousands of people in frozen temperatures like in Austerlitz and is considered a hero? Who is a Hero besides the Mother?. The Mother is the Symbol of purity, faith and unconditional Love and the greatest secret in the Universe is Love”*

- Paul Guiragossian

12

**PAUL GUIRAGOSSIAN (LEBANON, 1926-1993)**

L'Enfant Gâté

oil on canvas, framed

signed “Paul G” (lower left), executed circa 1986

100 x 73cm (39 3/8 x 28 3/4in).

**£30,000 - 50,000**

**€35,000 - 59,000**

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

**Provenance:**

Property from a private collection, UK

Acquired directly from the Artist by the present owners in Lebanon circa 1980s

**Note:**

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

An emotionally captivating composition; here Guiragossian celebrates and glorifies motherhood by painting allusions to the religious icons of the Virgin Mary and baby Jesus. The figures are dressed in a soft pastel colour palette infusing a sense of warmth, positivity and hope. The light blue tones against the yellow and pink create a gentle aesthetic and beautiful harmony. The proximity of the faceless elongated figures with their arms wrapped around the new born baby suggests the coming together of a family and the intimate and eternal bond between them regardless of their fear and displacement due to the war.

The female figure is seen visible throughout Guiragossian's oeuvre; the fascination with the mother being the vital support system through good and bad. She is the caretaker and the bearer of life and plays a central role and a key subject matter in many of the artist's paintings. 'L'Enfant Gâté' reflects a reality both deeply personal and universally relatable; as Guiragossian's obsession with the subject matter transcends from his own eternal longing for his own mother. On closer inspection, the viewer comes to realise there is an underlying tone of sadness and mourning that in fact permeates all of Guiragossian's canvases.





13\*

**DAOUD CORM (LEBANON, 1852-1930)**

The Madonna of Bikfaya  
oil on wood panel, framed  
executed circa 1890s  
44.5 x 35.5cm (17 1/2 x 14in).

£15,000 - 25,000

€18,000 - 29,000

US\$20,000 - 33,000

**Provenance:**

Originally in the collection of the Artist's son, Charles Corm  
Acquired from the above by Asaad Younis  
Thence by descent to his daughter, Mariam Younis  
Property from a private collection, Beirut



Sassoferrato's Madonna in Prayer

The present work is a graceful and solemn depiction of the Madonna in Prayer by the forerunner of Lebanese art, Daoud Corm. Famed for his religious paintings, here, Corm selects one of the most pure and intimate iterations of the Madonna depiction, of her in pious reflective prayer, recalling the masterful works of Renaissance virtuoso painters like Sassoferrato

Daoud Corm was a highly influential Lebanese painter, a teacher and mentor to the young Khalil Gibran as well as Khalil Saleeby and Habib Srour. Born in Ghosta in Mount Lebanon, Corm and his family resettled soon afterwards in his mother's home village of Ghazir. His beginnings as an artist can be dated back to 1861, when two Italian Jesuit priests discovered Corm's drawings on some rocks. Mistaking the young boy's depictions of birds for three-dimensional reality, the priests were mesmerized by Corm's natural talent and offered him a position teaching drawing at the local Jesuit missionary school in exchange for Italian language lessons.

After nearly a decade teaching in the school, sometime in the late 1860s Corm sold several paintings to the Maronite Church in Mount Lebanon to pay for a ticket to Rome to study at the Accademia di San Luca under artist Roberto Bompiani. Corm's patrons were not limited to Beirut and Mount Lebanon. Before establishing his atelier in Beirut, Corm spent a period of time in Belgium after being commissioned by Leopold II to paint portraits of the Royal Family of Belgium. In 1887, he travelled to Alexandria to capture with his brush the leading governors there as well as members of the nobility. In 1894, the Khedive Abbas II invited Corm again to Egypt to paint the ruler's portrait.

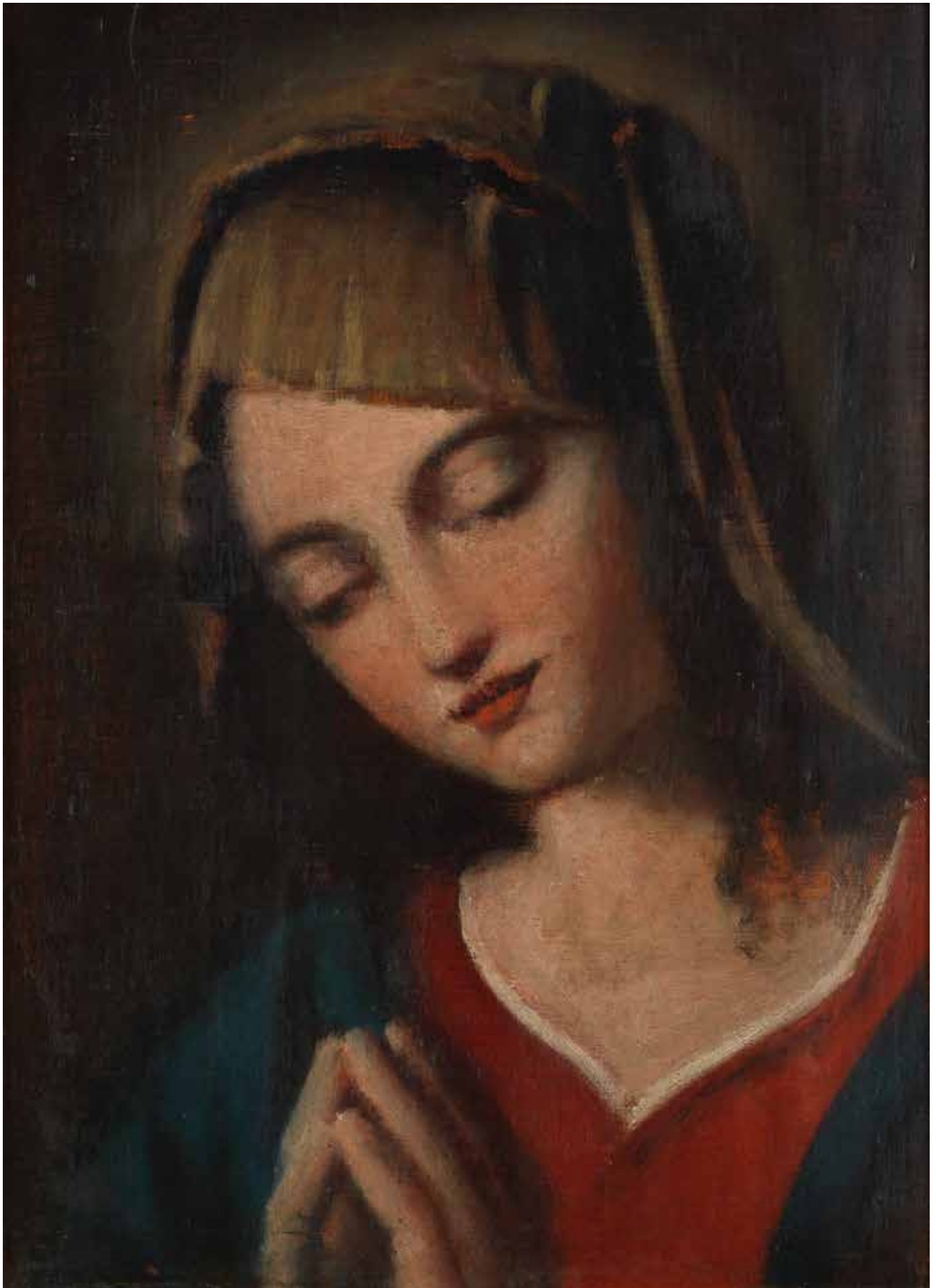
In addition to his portraits, Corm created a substantial body of religious works, the majority of which were commissioned by the Maronite Church and many of which remain in churches throughout Mount Lebanon. In fact, before Corm, oil painting was limited to clerics in the church, many of whom had been trained by Italian missionaries and clerics at the Maronite College of Rome, established in 1584 to strengthen ties between the Vatican and the region's Christian communities.

These cleric-painters, as they have come to be known, include Musa Dib (d.1826), who studied at the Maronite College of Rome, and his nephew Kan'an Dib (d. 1873), who along with Corm trained with Constantin Giusti, an Italian painter who had come to Mount Lebanon with the Jesuit missionaries in 1831. Thus, although Corm's academic style may have been outdated in Europe, his historical significance lies in his ability to forge a local market for oil portraits, previously reserved for religious figures. Moreover, the presence of still life, landscapes, and genre scenes within his oeuvre suggests an on spec market for works on canvas and paper.

In 1912, Corm expanded his artistic enterprise and its public appeal when he opened Maison d'Art, an art supply store centrally located near Beirut's post office. The store's commercial success indicated a growing public interest not only in art viewing but also in art making.

Corm exhibited his work abroad in Egypt and Europe, most notably at the 1889 Versailles Exhibition in France and at the 1900 Paris Exhibition, where he received the Prize of Honor of Excellence.





14\*

**CESAR GEMAYEL (LEBANON, 1898-1958)**

Jeune Fille au Tantour (Portrait of Pierrette Gay-Para)  
oil on canvas, framed  
signed "C.Gemayel" (lower left), executed in 1948  
40 x 31cm (15 3/4 x 12 3/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$11,000 - 16,000

**Provenance:**

Property from a private collection, Beirut

**Note:**

Accompanied by a declaration of authenticity by Pierrette Gay-Para



The present portrait by renowned Lebanese modernist Cesar Gemayel is an elegantly composed depiction of a traditional Lebanese girl wearing the iconic tantour. The most elaborate of all Lebanese headdresses was the tantour, a silver cone worn exclusively by married noblewomen. Its height and composition were in proportion to the wealth of its owner. To hold this unwieldy head-dress in place, holes were pierced in the base of the tantour to attach ribbons for tying around the head. A silk scarf was wound around the base of the tantour and a white veil floated from its peak.

César Gemayel is recognized as one of the pioneers of Lebanese modernism. Considered to be a member of the second generation of Lebanese modern painters, Gemayel marks a transition from the commissioned, academic portraits of his predecessors to the portrayal of landscapes, nudes, and still life in oil, watercolor, and pastel and his work is characterized by an experimentation with the light, color, and loose brushstroke associated with the tradition of European Impressionism.

Born in the village of 'Ain al-Touffaha, near Bikfaya, Gemayel apprenticed in the atelier of the Lebanese painter Khalil Saleeby (1870 - 1928), travelling to Paris for three years to continue his artistic development at the Academie Julien. During this period, Gemayel developed an admiration for the work of the Impressionist artist Pierre-Auguste Renoir (1841 - 1919).

In 1930, Gemayel returned to Beirut and dedicated himself to his art. In addition to a prolific body of work on paper, Gemayel made substantial contributions to the development in Lebanon of an infrastructure for the visual arts, most notably as a founding member of the Committee of Friends of the National Museums and Archaeological Sites (est. 1923) and through his teaching at L'Académie Libanaise des Beaux-Arts (ALBA, est. 1937), where he served as a founding faculty member and at one time director of the department of Art and Architecture, established in 1943.





15\*

**KHALIL SALEEBY (LEBANON, 1870-1928)**

Lady in a Flowing Gown

oil on board, framed

signed "Saleeby" and dated "1927" (center left), executed in 1927

63.5 x 52.5cm (25 x 20 11/16in).

**£35,000 - 50,000**

**€41,000 - 59,000**

**US\$46,000 - 66,000**

**Provenance:**

Property from a private collection, Beirut

Sympathetic, graceful and exhibiting a tender mystery, Khalil Saleeby's "Lady in a flowing Gown" is a skilful and expressive composition reminiscent of the sensuous and technically gifted sensibility of late 19th century portrait painting. Reflective, demure, and exuding a melange of melancholy and quiet dignity, the present composition is deftly rendered against a backdrop of bold murky strokes which flow seamlessly into the figures drapery.

Khalil Saleeby was one of the Lebanon's most pioneering and important artists, and as teacher to luminaries like Douaihy and Gemayel, he is considered one of the major forerunners of Lebanese modernism at the turn of the century.

He was born to landowning Greek Orthodox peasants in 1870, in the village of Btalloun in the mountains outside of Beirut. As a child, Saleeby started drawing with the heads of matchsticks before progressing to charcoal and ink. He studied at the Syrian Protestant College, which later became the American University of Beirut (AUB).

Saleeby impressed his teachers enough to be sent off to Scotland for further study where he trained with John Singer Sargent, who encouraged the young painter to continue his education in Philadelphia. There, Saleeby met (and promptly married) Carrie Aude, who soon became his favourite subject and lifelong muse.

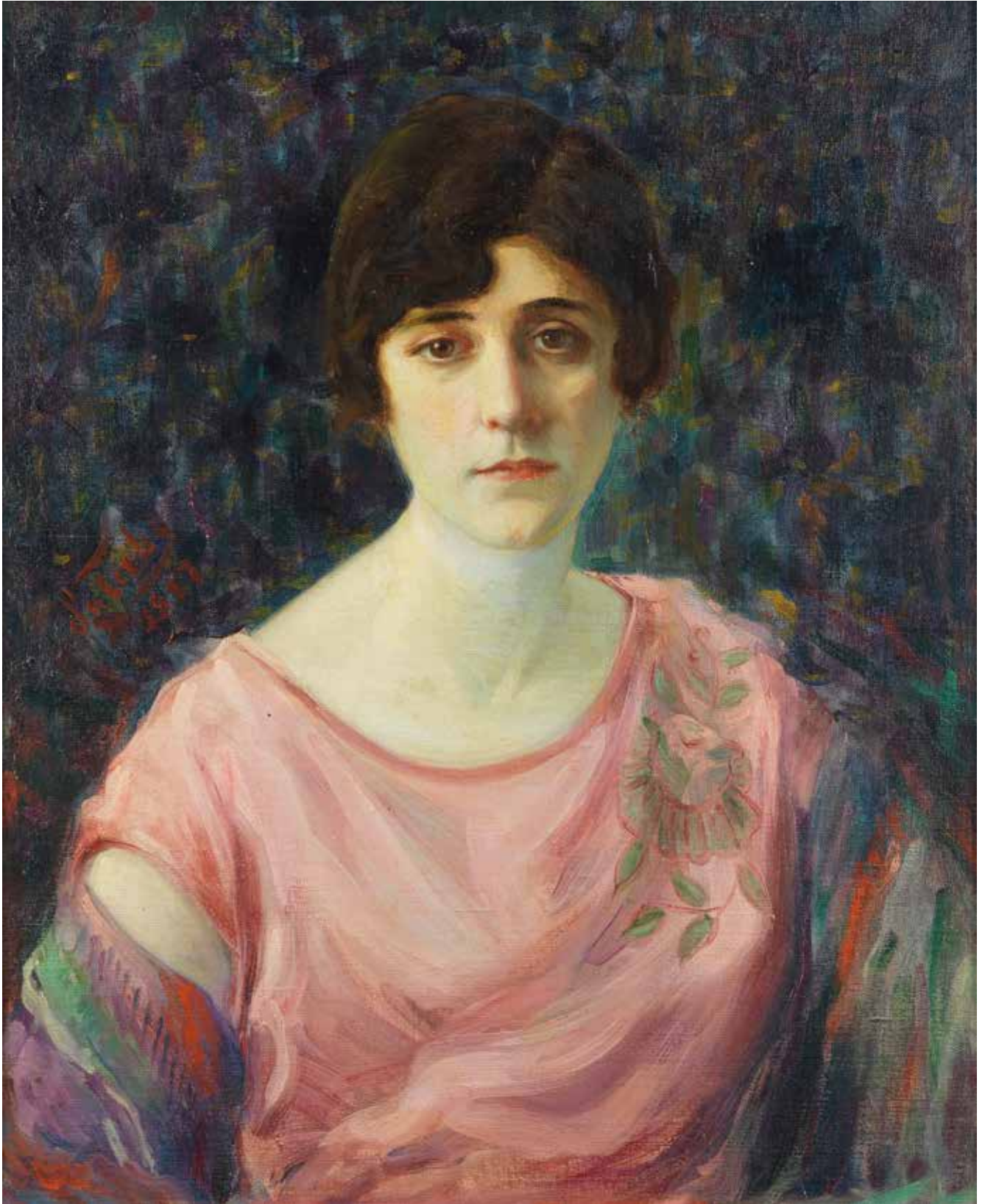
The couple spent ten years on the move in Edinburgh, London and Paris, where Saleeby met Pierre-Auguste Renoir and Gustave Courbet. At the turn of the century, he returned to Beirut and began teaching at his Alma Mater, at this point he had quickly gained a reputation as one of the leading portrait painters of his time.

To enjoy the fruits of his success, Saleeby acquired a house in his ancestral village of Btalloonn. However, tragically, after a dispute over water resources in the summer of 1928, a group of village thugs murdered the artist and his wife as they were returning home from a swim. Saleeby's artistic legacy was heartbreakingly cut short.

Uniquely, Saleeby's portraits are not cold, detached representations of his various sitters; emotive and deeply felt, there exists a palpable sympathy and familiarity with his subjects, nowhere is this felt more potently than in depictions of his beloved wife.

In 2012, The American University of Beirut, Lebanon's leading liberal arts university, inaugurated its new gallery space, the AUB Art Gallery, with the first major public exhibition of the works of Saleeby. The exhibition was drawn from an important private collection of Saleeby's works which were donated to the AUB, which currently holds the largest private collection of works by the artist.





*“I only stop when both colour and light match.  
I cannot escape from this, it is both my fate  
and my nature”*

- Shafic Abboud

*“Like Renoir, Vuillard and Bonnard, Shafic  
Aboud is above all, an eye. He sees colour  
and immediately fragments it into light. His  
canvas is a bullfighter’s outfit. It can be  
discombobulated and magnificently renewed  
according to its own logic, made up of flashes  
and vibrations, shivers and juddering.*

*The result is there before us, as powerful  
as evidence: that window opened onto the  
ungraspable turmoil wherein forms refuse  
distinguishing characteristics in favour of the  
forces that inhabit them, elastic and fluid forces,  
nonetheless hard, like those underpinning the  
crucial universe.”*

- Salah Stetie





**A MONUMENTAL ABSTRACT COMPOSITION  
BY SHAFIC ABBOUD**

16 AR

**SHAFIC ABBOUD (LEBANON, 1926-2004)**

Composition No. 104

oil on canvas

signed "Abboud" and dated "61" (lower right), executed in 1961, bearing the exhibition label of Galerie Raymonde Cazenave on verso  
189 x 137.5 cm (74 7/16 x 54 1/8in).

**£100,000 - 150,000**

**€120,000 - 180,000**

**US\$130,000 - 200,000**

**Provenance:**

Property from a private collection, London

**Exhibited:**

Paris, Galerie Raymonde Cazenave, *Shafic Abboud*, 1961

Paris, Institut du Monde Arabe, *Retrospective Abboud*, 2011

**Literature:**

Claude Lemand, *Shafic Abboud, Monograph*, illustrated on page 63, Paris, 2006

Vigorous, expressive and striking, Composition No 104 is a colossal and exemplary abstract masterpiece by Shafic Abboud. A monumental and labyrinthine composition, featured in two of the artist's major solo exhibitions, most notably in Abboud's landmark 2011 retrospective at the Institut du Monde Arabe, the present work is a supreme rendition of the colorful abstraction which established Abboud as one of the most lauded Lebanese artists of the modern era.

A meticulous and fastidious colourist, Abboud was renowned for his methodical approach to draftsmanship, exploring and examining prospective pigments and palettes before each composition. The movement from considered, systematic preparation to free-flowing, primal and spontaneous result could not be more emphatically captured than in the present work, where a vibrant swarm of impulsive strokes chase and intersect across the canvas in an array of earthen and leafy tones.

First exhibited at Galerie Raymonde Cazenave in 1961, Abboud's work would have graced the walls of a space at the forefront of the Parisian avant-garde, showing the works of pioneering artists like Marc Chagall, and Yves Lansky. Further selected for inclusion at the major Abboud retrospective at the Institut du Monde Arabe in 2011, composition No.104 has an outstanding exhibition pedigree which is a testament to its imposing scale and superb quality. The impeccable provenance of this captivating work is evidence of a painter who forged a distinguished position within the European artistic establishment whilst always maintaining an undying love and affection for his native Lebanon.

Shafic Abboud studied at the Lebanese Academy of Fine Arts (ALBA) under César Gemayel (1898–1958) before he went to Paris in 1947. There he studied at the École nationale supérieure des Beaux-Arts and frequented the studios of Jean Metzinger (1883–1956), Fernand Léger (1881–1955), and André Lhote (1885–1962).

He returned to Lebanon in 1949 and held his first solo show of figurative paintings in Beirut in 1950. The following year he resettled in Paris. During the first half of the 1950s Abboud developed an admiration for the art of Pierre Bonnard (1867–1947), Roger Bissière (1886–1964), and Nicolas de Staël (1914–1955). With the support of the art critic Roger van Gindertael (1899–1982), Abboud had his first Parisian exhibition of abstract works in 1955.

He was invited to the Salon des Réalités Nouvelles in Paris and was the only Arab artist included in the first Paris Biennale in 1959. As a painter Abboud is renowned for the subtle incorporation of his Lebanese roots, namely his childhood memories and the landscape of Mount Lebanon, into his masterfully balanced compositions, as well as for his balanced use of colour. He travelled often and consistently returned to his homeland, where he played a major role in Beirut's cultural and artistic life.

Abboud once commented that "I only stop when both colour and light match. I cannot escape from colour, it is my fate and nature. For me, the impact between two colours is what creates light in my life... whether it be true or false, this "theory" does make me paint".







17 \*

**HELEN KHAL (LEBANON, 1923-2009)**

Mountainscape

oil on canvas, framed

signed "H. Khal" (lower right)

46 x 68.5cm (18 1/8 x 26 15/16in).

**£10,000 - 15,000**

**€12,000 - 18,000**

**US\$13,000 - 20,000**

**Provenance:**

Property from a private collection, Beirut

An American of Lebanese descent, Helen Khal was born in Pennsylvania, USA, and began painting only at the age of twenty-one. In 1946, she went to Lebanon and lived there for twenty-five years. Soon after her arrival in Beirut, she enrolled at ALBA and remained there until 1948. During those years, she met and married the young Lebanese poet, Yusuf Al Khal. In 1949 she studied at the Arts Students League in New York. In 1963, she established and directed Lebanon's first permanent art gallery, Gallery One.

Encouraged by the Lebanese artist Aref Rayess and others, Helen Khal held her first individual exhibition in 1960 in Galerie Alecco Saab in Beirut. Her other one-women shows took place at Galerie Trois Feuilles d'Or, Beirut (1965); Galerie Manoug, Beirut (1968); at the First National Bank, Allentown, Pennsylvania (1969); in Kaslik, Lebanon (1970); at the Contact Art Gallery, Beirut (1972, 1974 and 1975) and at the Bolivar Gallery in Kingston, Jamaica in 1975. Her work also appeared in the Biennales of Alexandria and Sao Paulo.

From 1966 to 1974, Helen Khal was Art Critic to two Lebanese periodicals, The Daily Star and Monday Morning. She taught at AUB between 1967 and 1976. She also wrote a number of publications in the Middle East and the USA and frequently lectured on art.

Her book The Woman Artist in Lebanon was first published in 1987 and was made possible through a grant in 1975 from the Institute for Women's Studies in the Arab World. Helen Khal lived in Washington where she was publications consultant to the Jordan Information Bureau. She moves to Lebanon shortly before her passing in 2009.





18\*

**HELEN KHAL (LEBANON, 1923-2009)**

Seascape

oil on board, framed

signed "h. Khal" (lower left)

56 x 47cm (22 1/16 x 18 1/2in).

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$16,000 - 24,000**

**Provenance:**

Property from a private collection, Beirut

Acquired directly from the Artist's family

*"Each colour has its own climate, creates its own particular world: inviolate, each colour speaks with quiet seduction."*

- Helen Khal

*“The artist should paint not only what he has in front of him but also what he sees inside himself.”*

- Caspar Friedrich

19\*

**OMAR ONSI (LEBANON, 1901-1969)**

Nude by a Seascape  
oil on canvas, framed  
signed “O. Onsi” (lower right)  
65 x 54cm (25 9/16 x 21 1/4in).

**£14,000 - 18,000**

**€16,000 - 21,000**

**US\$19,000 - 24,000**

**Provenance:**

Property from a private collection, Beirut

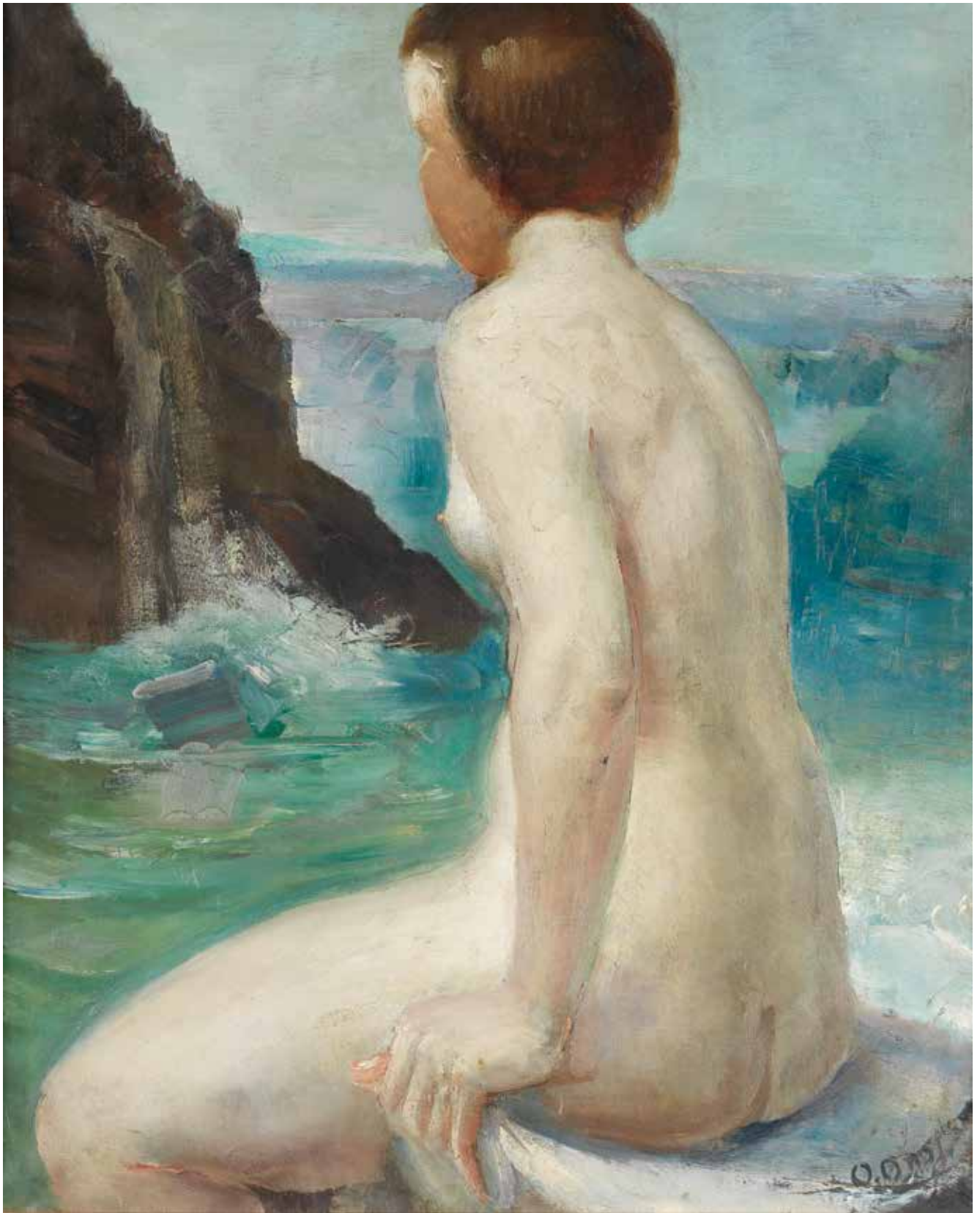
Sensually rendered yet thoughtful, the present lot is a stirring and sensitive example of Omar Onsi’s nude compositions. Depicting a voluptuous nude figure gazing pensively across the sea foam, the work recalls the “self-reflection” expressed through Friedrich’s “Wanderer over the Sea of Fog”.

Onsi was born in Beirut. After an attempt to study medicine, Onsi studied painting in Beirut with Khalil Saleeby. From 1922 to 1927, he travelled to Transjordan, where he taught painting and English to the children of King Abdullah. The discovery of the desert and its colours during this stay had a major influence on his work.

In 1928, Onsi went to Paris to continue his training and stayed for 3 years, attending the Académie Julian and different workshops. During that period, Onsi focused on painting portraits, nudes, and Parisian scenery. In 1933, he returned to Lebanon, bringing back a colourful impressionist palette and applying it to Lebanese landscapes and figural compositions

Like both Renoir and Saleeby, Onsi exhibited a fascination with the depiction of the female nude, an important staple of academic training and thus one basis of art making throughout European art academies. For Impressionist artists like Renoir, the nude body provided an ideal subject through which to overturn artistic conventions and explore the dematerialization of form with light. Similarly, Onsi’s own extraordinary body of nudes in exhibit a sustained experimentation with the effects of light infused colour and rhythmic brushstrokes.





*“There is no more a palette from which the colors are carried to the pictorial surface, because the pictorial surface itself has become the palette. The visual concept, or reality, does not go from my head to the pictorial surface, but is generated through the meeting of the two midway.”*

- Halim Jurdak

20\*

**HALIM JURDAK (LEBANON, BORN 1927)**

Reclining Nude

oil on board, framed

signed “Halim Jurdak” in Arabic and English and dated “1957” (on the verso), executed in 1957

49 x 40cm (19 5/16 x 15 3/4in).

**£20,000 - 30,000**

**€23,000 - 35,000**

**US\$27,000 - 40,000**

**Provenance:**

Property from a private collection, Beirut

Halim Jurdak was born in 1927 in Ain El Sindiane, North Lebanon and began his artistic training at the Lebanese Academy of Fine Art in 1953. He is the first Lebanese artist to work in the medium of etching and engraving on an equal footing with painting and drawing. His work has won many prizes, including the first prize for Engraving at the Annual Exhibition of the École Nationale Supérieure des Beaux-Arts, Paris. He has participated in numerous international and regional exhibitions and began teaching at the Institute of Fine Arts of the Lebanese University in Beirut in 1966. Jurdak has written numerous artistic and literary articles and has published several books, including *The Metamorphosis of Line and Color* which deals with the psychic and mental motives underlying contemporary and modern plastic-artistic movements, and *The Eye of Contentment* which consists of contemplations and meditations on art.

Jurdak’s painting style has developed considerably throughout the years from academic realism to cubism, to figurative abstraction, to non-figurative abstraction, and then to free non-objective forms, patterns and compositions born from the qualities of pure abstract disengaged colors and lines. In his later work, the artist began to focus heavily on the female form by beautifully capturing its warmth, elasticity, harmonies, cadences and curvaceousness. The exhibition of the female body has been a normal feature of western societies for centuries.

John Berger describes the nude as “the ever-recurring subject” in 19th century; identifying the same range of submissive positions and gestures in paintings. The reclining nude was a popular subject matter particularly in French painting often placed in an exotic setting with suggestions of sexual submissiveness and female objectification.

Here Jurdak’s reclining nude challenges and defies Middle Eastern patriarchal society and the veiled female form which has been seen to western society as the most tangible sign of a women’s oppression and confinement. One of the few expectations to the idea of “no sexual power within the frame, only outside the frame” was Claude Manet’s Olympia painting; its boldness caused widespread controversy in the 19th century and a turning point in Modern Art as it broke out of the stereotypical representation of women. It was the first time a female nude symbolized female sensuality, wealth, and modernity allowing the woman to celebrate and embrace her body and sexuality in a voluptuous way.

“To be naked is to be oneself. To be nude is to be seen naked by others and yet not recognized for oneself. A naked body has to be seen as an object in order to become a nude “ (Berger, John 1972)







21

**ETEL ADNAN (LEBANON, BORN 1925)**

Zikr

Accordion leporello book, mixed media on paper, 30 painted pages  
with hand print of the artist  
executed in 1995  
each page 27 x 21 cm

£20,000 - 30,000

€23,000 - 35,000

US\$27,000 - 40,000

**Provenance:**

Property from a private collection, London

Etel Adnan's "Zikr" is a delightful and inventive example of Adnan's masterful "book art" and its intriguing historical references.

Adnan's hybrid fusion of text, drawing and sculpture, re-configures books, shaping them into autonomous art-objects encased by exquisite sculptural covers, a potent reminder of the creative ingenuity of centuries of Middle Eastern and Islamic illuminated manuscripts which sought to elevate the written word into an art-form.

The repetition of the word "Allah" and the title of the work "Zikr" both point to Sufi practice, harking to the meditative practises favoured by the Sufis, for whom repetition whether oral or physical (as in the whirling Samma dance) engendered a sensual rapture that took them closer to the divine.

*"Adnan is one of the greatest artists of our time, and a great inspiration to many artists. For over sixty years – as a painter, poet and the maker of exquisite tapestries – Etel's work has been underpinned by an intense engagement with the world and with modern history. She is a voice for our times"*

–Julia Peyton-Jones and Hans Ulrich Obrist, Serpentine Galleries





*“My work is built partly on my personal experience, and partly on the Lebanese collective memory. The political establishment has tried to erase everything related to the war.. the problem lies also in the people who participate in this camouflage”*

- Ayman Baalbaki







22

**AYMAN BAALBAKI (LEBANON, BORN 1975)**

American Embassy

acrylic and fabric on canvas, framed

signed "Ayman Baalbaki" in Arabic and dated "11" (lower left),

executed in 2011

205.5 x 155cm (80 7/8 x 61in).

**£70,000 - 100,000**

**€82,000 - 120,000**

**US\$93,000 - 130,000**

**Provenance:**

Property from a private collection, London

**Literature:**

Rose Issa Projects, *Beyond Art Production, Ayman Baalbaki; Beirut Again and Again*, illustrated in colour on page 7

**Exhibited:**

Rose Issa Projects, *What Remains - PART III*, 11 Nov -19 Dec 2014, London

Baalbaki's hauntingly beautiful American Embassy portrays the American flag standing erect in perfect condition against the backdrop of the American Embassy in Beirut that was bombed on April 18th 1983 during the 1975-1990 civil war. A total of 63 people were killed in this suicide bombing; 32 Lebanese employees, 17 Americans and 14 visitors and passer-by. The years 1975 to 1990 were a time of sectarian strife, killings and kidnappings; whole neighborhoods were destroyed and communities uprooted.

Born in 1975, the year of the outbreak of the Lebanese Civil War, Baalbaki and his family were forced to flee Rass-el Dikweneh, in the suburbs of Beirut when he was only a few months old. War loomed over Baalbaki's head throughout his life, with his home in Haret Hreik being demolished during the 2006 Israeli attacks. When it came to approaching his art practice Baalbaki naturally drew from the deep reservoir of memory formed by these traumatic and disturbing experiences. Baalbaki gathered documentary and archival material, his own photographs and images from the internet of war and destruction. These variations inspired him to approach his subject from different angles.

Executed in a scale which captures both the architectural enormity of the building depicted, and the severity of the damage it suffered, this painting is a striking vignette of a city whose urban landscape has been punctured and mutilated by the war. Baalbaki's work pays tribute to the traumatic recent history his countrymen have endured by frequently returning to iconic imagery. These scenes Baalbaki captures are dramatic yet the floral textile backgrounds provide a deliberate softening effect, a feminine touch that recalls the dresses worn by rural women in Southern Lebanon.

Concerned with the relationship between imagery and memory, figuration and abstraction, Baalbaki uses his practice as a haunting aide-memoire to the conflict that has plagued Beirut, reminding people that even in times of relative peace, they should not disregard the deep systemic divisions that gave rise to this conflict in the first place. His works accordingly focus on the aftermath of conflict, and the remnants of its destructive influence. The gap between the act of destruction and the time of depiction, which Baalbaki's works occupy, is part of a concerted effort to place a reflective emphasis on the theme of war and displacement.









23

**SOHRAB SEPEHRI (IRANIAN, 1928-1980)**

Untitled (Abstract series)

oil on canvas

signed "Sohrab Sepheri" in Farsi (lower left), executed early 1960's  
45.5 x 39.5cm (17 15/16 x 15 9/16in).

**£8,000 - 12,000**

**€7,000 - 9,400**

**US\$8,000 - 11,000**

**Provenance:**

Property from a private collection, UK

Acquired directly from the Artist in Iran, 1963 by an English employee  
of the Iranian World Service Radio





24

**SOHRAB SEPEHRI (IRANIAN, 1928-1980)**

Untitled (Abstract series)

oil on canvas

signed "Sohrab Sepheri" in Farsi (lower right), executed early 1960's  
52 x 38.5cm (20 1/2 x 15 3/16in).

**£10,000 - 15,000**

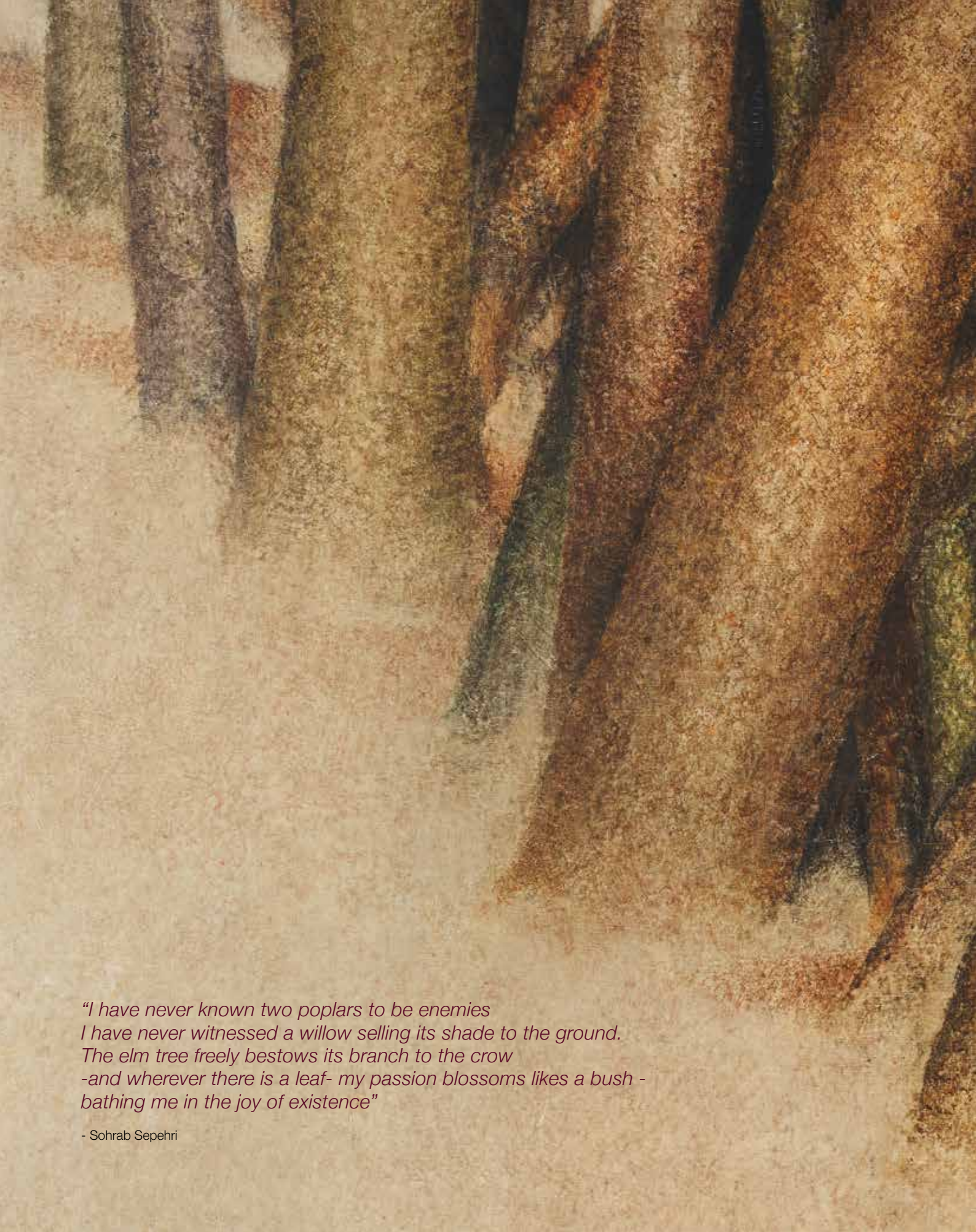
**€12,000 - 18,000**

**US\$13,000 - 20,000**

**Provenance:**

Property from a private collection, UK

Acquired directly from the Artist in Iran, 1963 by an English employee  
of the Iranian World Service Radio



*"I have never known two poplars to be enemies  
I have never witnessed a willow selling its shade to the ground.  
The elm tree freely bestows its branch to the crow  
-and wherever there is a leaf- my passion blossoms likes a bush -  
bathing me in the joy of existence"*

- Sohrab Sapehri





25\*

**SOHRAB SEPEHRI (IRAN, 1928-1980)**

Untitled (from the Tree Trunk Series)

oil on canvas, framed

signed "Sepheri" and dated "72" (lower right), executed in 1972

121 x 161cm (47 5/8 x 63 3/8in).

£100,000 - 200,000

€120,000 - 230,000

US\$130,000 - 270,000

**Provenance:**

Formerly property from a distinguished private collection, New York

Gifted by the above to the present owner circa 1990's

Property from a private collection, Montreal



The present lot is an exceptional example of Sohrab Sepehri's celebrated Tree paintings and is one of the largest, most refined and accomplished full scale works from the series ever to appear at auction, and the largest Tree trunk composition to come to market in a decade. Executed in 1972 during Sepehri's extended stay in New York, the depiction of Trees, for Sepehri, represented an escape from the harsh urban environment that he found so oppressive and melancholic, longing for a return to the verdant pastures of his homeland.

In its grace, naturalism, and sophistication, the present painting is a work utterly faithful to the tenets of Sepehri's oeuvre; demonstrating an almost perfect confluence of Sepehri's strong representational impulse propelled by a love of the natural landscape of his native of Kashan and the near monastic technical discipline honed from his study and mastery of Eastern painting techniques

Poet, artist and intellectual, Sepehri's mild manner and withdrawn persona belied the richness of expression manifest in his works. Enraptured by nature, Sepehri had a deep and profound attachment to the topography of his native Kashan, the "oasis city" where trees and vegetation sprung amidst the arid desert. The genesis of Sepehri's work was firmly rooted in this landscape, and he often bemoaned the long periods of absence from Kashan he had to endure when exhibiting and working abroad.

It is during one such excursion in 1970 when Sepehri expressed in a letter to his close friend Ahmad Reza Ahmadi that he felt "desperately alone in the city with no birds and no trees", and it is amidst this pining that the present series was first conceived.

Sepehri had a firm belief in the inherent grace and nobility of the nature he so admired. Inspired by Eastern traditions, with which he had direct contact during travels in India and Japan, Sepehri came to see the purity of the natural world as an antidote to the corruption of the human condition. Removed from the sphere of urban tumult, an unblemished natural world exhibited order, harmony and simplicity.

Sepehri's focus however, fell on perhaps nature's most visually striking and symbolically potent inhabitant; the tree. Monolithic, life-exuding, and perpetual, the tree is both the ultimate example of the force of nature, and its symbolic focal point, harbouring all four elements of life; soil within its roots, water within its ducts, expelling life giving oxygen and providing the fuel for fire, its form and significance gripped Sepehri's creative faculties.

Sepehri's choice in depicting this singular archetype of nature derives from his belief in the beauty of the concise. Zen tradition encourages the shedding of excess and the absence of the superfluous, to this end Sepehri depicts only trunks, for he was no realist, and was concerned more with the meaning of a tree, its aesthetic essence, than construing its actual physical occurrence in a specified landscape.

Combined with this, he employs a limited palette, consisting of coloured grays and dark greens. The limiting of colour to an absolute minimum is a conscious exercise in terseness, echoing the formal restraints of the Zen haiku which are limited to seventeen syllables, and reflecting Sepehri's belief that economy in colour resulted in greater artistic lucidity. Despite this terse palette, Sepehri manages to faithfully capture the texture, complexity and light and dark tonal variations between his tree trunks, delineating gracefully where trunks and branches engage, interlope and separate.

Ultimately, for Sepehri, the depiction of a tree was a meditative endeavour, in the Japanese tradition of "hitsuendo", an attempt at creative self-reflection. Unlike Western traditions where the artist uses his faculties to fashion a work into existence, the Zen painting tradition holds that the "man the art and the work are all one".

Sohrab Sepehri was born in 1928 in Kashan. He was and continues to be considered one of the most powerful influences in contemporary Iranian literature, particularly modern poetry. His revolutionary "Free verse", which exhibited a bold replacement of the old, traditional poetic devices with an innovative free flowing approach, is widely considered one of the finest expressions of modern poetry in the Middle East.

Sepehri graduated from the Fine Arts College of Tehran University in 1953, and by 1957 he left for France to join the École de Beaux-Arts in Paris. His works were included in the first and second Tehran Biennials and soon after his move to Rome, he also showed at the Venice Biennale in 1958. Sepehri eventually went to Japan in 1960 to study wood engraving. Having shown at the São Paulo Biennial in 1963, he also exhibited at Le Havre in France. By 1970 he was well-travelled, after taking extensive trips to the East and Far East and visiting India, Pakistan and Afghanistan. During this period he also exhibited widely in Europe and North America, including landmark exhibitions at Galerie Cyrus in Paris and Elain Benson Gallery in New York. Sepehri died in Tehran in 1979.

Flawlessly executed, the present work is not only superlative in its composition but stems from one of the most creatively fertile years in Sepehri's career, when the artist had no fewer than four major solo exhibitions in Paris, New York and Tehran. Archetypal, exemplary and sublime, the present painting is a work that is truly deserving of the title, "best of breed"







26

**JAFAR ROUHBAKHSH (IRAN, 1940-1996)**

Talismanic Composition in Red  
oil on canvas, framed  
signed "Rouhbaksh" and dated "'95" (lower left), executed in 1995  
100 x 100cm (39 3/8 x 39 3/8in).

£12,000 - 15,000

€14,000 - 18,000

US\$16,000 - 20,000

**Provenance:**

Property from a private collection, Italy

Jafar Rouhbaksh was born in Mashhad, Iran. In 1974, he was honored with an exhibition at the Grand Palais in Paris at the invitation of the 'Fondation Maeght'. During his stay in Paris, he visited the studios of Chagall, Miró and Tàpies; yet he also gathered experience in the field of lithography.

Rouhbaksh was a key member of the Persian Saqqakhaneh School of art. work is punctuated by talismanic motifs which carry strong metaphorical significance. All this is done with an unequivocally modern and wholly abstract aesthetic.

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





27\*

**MOHAMMAD EHSAI (IRAN, BORN 1939)**

Zekre Allah

acrylic on canvas, framed

signed "Mohammed Ehsai" in Farsi and English and dated "13" (lower left),  
executed in 2013

121 x 121cm (47 5/8 x 47 5/8in).

£40,000 - 60,000

€47,000 - 70,000

US\$53,000 - 80,000

**Provenance:**

Property from a private collection, Qatar

*“The word Heech, or nothingness, has a special place in our culture. The Idea of making nothing that was for me enough, but later I realized great Iranian poets like Khayam, Rumi and Hafez all had dealt with this single word,”*

- Parviz Tanavoli

28\*

**PARVIZ TANAVOLI (IRAN, BORN 1937)**

Twisted Heech I (Heech looking Skywards)

bronze

signed “Parviz”, dated “012” and numbered “3/6”, number 3 from an edition of 6, executed in 2012

110 x 42cm (43 5/16 x 16 9/16in).depth: 37 cm

**£80,000 - 100,000**

**€94,000 - 120,000**

**US\$110,000 - 130,000**

**Provenance:**

Property from a private collection, Canada

Acquired directly from the Artist by the present owner

Bonhams have the distinct privilege of presenting two superlative examples of Tanavoli’s bronze twisted Heech sculptures. In 1965, Tanavoli protested against the empty overuse of traditional forms and gave new depth to the two dimensional calligraphy on paper by transforming it into three dimensional ‘Heech’ sculptures. His signature Heech sculptures are composed of three Farsi letters in the Persian calligraphic style of ‘nastaliq’. With its elegant curvilinear shape and hollow eyes, the Heech is anthropomorphised, gazing playfully at its viewers. Here are two fine examples of Tanavoli’s use of bronze; a medium he embraced throughout his career and through which he found great versatility in form and freedom of expression. The craftsmanship and dexterity that is reflected through these polished bronze sculptures reveal the unequalled talent of Tanavoli; confirming his leading and pioneering role in sculpture and philosophy.

To Tanavoli, the concept of nothingness has multiple layers of meanings and is not an expression of despair and hopelessness. One interpretation relates to Persian Sufism, in which nothing is an aspect of God, who creates everything from nothing. Tanavoli’s nothingness permeates everything, it is an animating and creative force; it is the nothingness that precedes creation, the nothingness out of which we are born, from which ideas come to life and out of which bonds are formed. The other interpretation is that the physical shape of the word has a figurative aspect, an appealing volume and a life-like form.

Tanavoli crafted numerous Heechs over the years in various mediums such as bronze, ceramic, fiberglass and neon and in many forms and colours to expose the world with the concept of “nothingness”. The repetition of design in his oeuvre is also reflective of the traditional Islamic practice of repeating a craft in the quest for perfection. Tanavoli was able to fuse this very specific translation of Persia calligraphy with contemporary idiom and abstract sculpture. Heech incorporates the best of his passion for Persia history that he exemplifies as well as this knowledge and skill as a contemporary artist. His practice focuses on the intersection of both traditional Persian folk art and contemporary practices in a career spanning over six decades.

Tanavoli was born in Tehran in 1937 and was one of the very first students to enrol in the newly established Tehran School of Fine Arts in 1955. A few years later, he left Iran to further his education in sculpting at the Brera Academy of Milan and graduated in 1959. Tanavoli then went to the United States to serve as artist-in-residence at the Minneapolis College of Art and Design where he became exposed to pop art and consumer culture. Upon his return to Iran, Tanavoli established Atelier Kaboud, which became the birthplace of the most significant and avant-garde Iranian modern art movement, the Saqqakhaneh movement. Here artists were dealing with contemporary issues and reconciling past traditions with contemporary outlooks.





*'If the astonishing resemblance between a Heech and a human-being did not exist, I would have never involved myself in making it'*

- Parviz Tanavoli

29\*

**PARVIZ TANAVOLI (IRAN, BORN 1937)**

Twisted Heech II

bronze

signed "Parviz", dated "012" and numbered "1/9" on the base, number

1 from an edition of 9, executed in 2012

59 x 20.5cm (23 1/4 x 8 1/16in).depth: 19.5 cm

**£45,000 - 65,000**

**€53,000 - 76,000**

**US\$60,000 - 86,000**

**Provenance:**

Property from a private collection, Canada

Acquired directly from the Artist by the present owner

'It's a simple shape, it's abstract, and it's very meaningful. It has a sculptural body different than any other known sculptural figures. I think there are many reasons why it became popular' - Parviz Tavavoli





30\*

**PARVIZ TANAVOLI (IRAN, BORN 1937)**

Farhad's lover (Shirin) and the Arab  
mixed media on panel, framed  
inscribed "Parviz Tanavoli" in Arabic and English on the verso,  
executed circa 1965  
*93 x 48cm (36 5/8 x 18 7/8in).*

**£25,000 - 35,000**

**€29,000 - 41,000**

**US\$33,000 - 46,000**

**Provenance:**

Property from a private collection, California  
Acquired directly from the artist in Tehran circa late 1960's

The present work is an extremely rare appearance of an early painting by Parviz Tanavoli, demonstrating the incredible versatility with which this artist operated, oscillating between painting, sculpture, tapestry and across a vast array of materials.

Titled "Farhad's Lover and the Arab Man", the present work is an interesting political and historical commentary on the turbulent changes in Iranian society during the invasion of the Rashidun Caliphate in the seventh century. Khosrow's lover, who was Shirin, a Sassanian princess renowned for her beauty, is being sexually defiled by an Arab soldier, perhaps a testament to the cultural desecration that would see much of Iran's pre-Islamic heritage lost till its later revival by the poet Ferdowsi.

From 1960 on, Parviz Tanavoli became a pioneering figure in contemporary Iranian art, revisiting Persian traditions and modern sculpture. While he was studying art in Tehran in the mid-1950s, the Iranian government's cultural policy was opening to Western practices, at the same time as encouraging the development of national and traditional arts.

This led Tanavoli to study sculpture in Milan at the end of the 1950s and teach for two and a half years in Minneapolis in the early 1960s. Returning to Tehran and reflecting on the modernization of Iranian art, his studio soon transformed into a hub for exhibitions and collective reflection. Gathering artists and poets, his studio, Atelier Kaboud, was the fertile ground for the formation of the Saqqakhaneh School.

The most influential avant-garde movement in 1960s Iran, the Saqqakhaneh School developed a visual language drawing on popular culture and its symbols, re-appropriating traditions with a modernist stance.

Parviz Tanavoli's practice, developed throughout the 1960s and 1970s, is characterised by the modern incorporation of traditional techniques, notably everyday handicrafts found in the blacksmiths, foundries and pottery workshops of Tehran, and traditional subjects such as popular love stories as depicted in Persian poetry. Recurrent in his works are motifs taken from religious folk art, especially the saqqakhaneh, a votive fountain protected by metal grills.

Many of his works pay tribute to the legendary love story of Farhad, the only sculptor mentioned in classical Persian poetry, who challenged the Sassanian King Khosrow Parviz (r. 590 to 628), his rival for the hand of the beloved princess Shirin. Tanavoli reinterprets, throughout his works, this poetic legend as well as icons found in Shiite folk art, such as the cage, the lion, the lock and the bird, using geometric forms and new mediums.







31 AR

**ABOLGHASSEM SAIDI (IRAN, BORN 1926)**

Flowers

oil on canvas

signed, executed circa 1990

143 x 96cm (56 5/16 x 37 13/16in).

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000

Provenance:

Property from a private collection, France





32

**FARIDEH LASHAI (IRAN, 1944-2013)**

Trees

oil on canvas, framed  
signed "Farideh Lashai" and dated "1373" in Farsi (lower right),  
executed in 1994/1995  
100 x 50cm (39 3/8 x 19 11/16in).

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$16,000 - 24,000**

Provenance:

Property from a private collection, London

*"I became inflicted with the magic of orange trees and never overcame it. The trees took hold of me and never let me go, with thousands of hands, thousands of embraces"*

- Farideh Lashai

*“Artistic life gains meaning the moment the artist goes beyond herself to create and Behjat Sadr elates us by her ability to imbue a metaphysical dimension to her works. What stands out is the harshness, bareness and sometimes sorrow portrayed in Sadr’s works - like thorns in a desert”*

– Michel Tapié

*“Representing reality has never been important to me... reality for me is a mere pretext to create forms and colours”*

– Behjat Sadr

Bonhams is delighted to present a seminal work by pioneering abstract artist Behjat Sadr; This sublime abstract composition, painted in the early 1970’s, is not only one of the largest and most remarkable compositions by Sadr to come to market, but was the leading work at the artists seminal 1974 exhibition at the renowned Galerie Cyrus in Paris

Meticulous, erudite and supremely perceptive, her work is characterised by a mastery of the painterly aesthetic, using the visual vocabulary of abstract and gestural art in depiction of carefully patterned compositions. The present work is a masterful rendition of her signature style; dark, rhythmic, gracefully lyrical, and exhibiting a palpable mystique, Sadr wilfully rejects the bright colours of traditional Iranian artistic expression, opting for a sparse, monochrome palette shaped almost musically across the canvas in long elegant strokes.

Exhibited at the renowned Galerie Cyrus in Paris, an important hub for the promotion of Iranian culture in Europe promote Iranian avant-garde, the present work would have formed the centrepiece of what would be one of Sadr’s breakthrough European exhibitions.

Behjat Sadr is remembered as one of the founding artists of abstract art in Iran, and for some time, one of its sole accomplished protagonists. Born in Iran, Sadr was the younger sister of Noşrat-Allah Amini, the mayor of Tehran during the tense period of Moḥammad Moşadeq’s premiership from 1951 to 1953. She was enrolled in the Faculty of Fine Arts at Tehran University in 1948, where she met Sadeq Hedayat, who at the time worked as a librarian, as well as Sohrab Sepehri and many other artists who later became prominent figures in the Iranian art scene.

Sadr graduated in 1954 with distinction and was immediately awarded a grant to study in Italy. She left for Rome in 1956 where, upon recommendation of Marco Grigorian, she met with Roberto Melli (1885-1958), who liked her work and became her mentor. In the same year, she attended Roberto Melli Academy, Academia di Belle Arti, and later the Naples Academy of Fine Arts.

Upon graduation they returned back to Tehran, and in 1960 Behjat started teaching at the Faculty of Fine Arts as an associate professor. In 1966 Behjat Sadr travelled to Paris on a sabbatical and became Gustave Singier’s assistant. Singier, a Belgian non-figurative painter, was also a teacher at Ecole Nationale Supérieure des Beaux-Arts, and taught Behjat many novel techniques. Inspired and excited, Behjat returned home in 1968 and became the Chair of The Department of Visual Arts at Tehran University. Behjat Sadr was diagnosed with breast cancer in the late 1990s and died of a heart attack at 85 in the South of France.

Sadr’s work occupied a unique space in the landscape of twentieth century Iranian art. The dominant trend in the 1950’s was movement away from the European inspired academic formalism of the Qajar era and a drive towards the discovery of an indigenous modern aesthetic but one whose key ingredients were popular religious imagery and neo-traditionalist motifs. Sadr’s work crushed these parochial boundaries; unconcerned with pursuing a nationalistic artistic agenda she embraced a visual language that was dedicated to expression and technique.

He work shows the deft touch of a painter who was highly literate in the application of complex colouring and patterned texture, and whose pursuit of abstraction has left us with of the most revolutionary and original bodies of work in twentieth century Iranian art.





33 AR

**BEHJAT SADR (IRAN, 1924-2009)**

Untitled (Abstract Movement in Black)

oil on canvas, framed

signed "Sadr" (lower right), executed in 1974

89 x 117cm (35 1/16 x 46 1/16in).

£50,000 - 70,000

€59,000 - 82,000

US\$66,000 - 93,000

**Provenance:**

Property from a private collection, Paris

**Exhibited:**

Paris, Galerie Cyrus, *Sadr*, June- July 1975

**Literature:**

Paris, Galerie Cyrus, *Exhibition Catalogue: Sadr*, June- July 1975

Lot 34

No Lot





**TWO RARE AND EXQUISITE WORKS BY TAHIA HALIM  
FROM A PRIVATE ITALIAN COLLECTION**

35

**TAHIA HALIM (EGYPT, 1919-2003)**

The Fisherman

oil on canvas

signed "T. Halim" (lower left), executed circa 1980s

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

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$16,000 - 24,000**

**Provenance:**

Property from a private collection, Rome

Originally gifted by the artist to the present owner's mother in Egypt

Thence by descent to the present owner

The two following lots present the rare appearance of important early works by Egyptian modernist pioneer Tahia Halim that have been in an Italian private collection since being acquired directly from the artist in the 1980's, and are coming to market for the first time.

Tahia Halim's artworks were profoundly influenced by her various travels to Nubia during the. Halim visited Nubia twice in the early 1960s, once with her friend and colleague Cleopatra Shahata in 1961 and again with a group of fifty academics and artists in 1962 on a trip organised by Tharwat Okasha, the then Minister for Culture and National Guidance.

Both trips were to leave lasting impressions on Halim who worked closely with the inhabitants of Nubia to document and study their ways of life, their traditions and rituals. The main reason this trip was organised was to preserve in some way the area around Aswan which was due to be flooded upon completion of the High Dam.





36

**TAHIA HALIM (EGYPT, 1919-2003)**

Eid Al Adha

oil on wood panel

signed "Tahia Halim" and signed "1956", executed in 1956

80 x 62cm (31 1/2 x 24 7/16in).

£15,000 - 25,000

€18,000 - 29,000

US\$20,000 - 33,000

**Provenance:**

Property from a private collection, Rome

Originally gifted by the artist to the present owner's mother in Egypt

Thence by descent to the present owner

*"There is a poignancy in her works which leaves its mark on all spectators. Her manipulation of the palette knife is skilful and produces a rich quality of painting. Her Nubian scenes evoke an emotional response that is full of dramatic intensity"*

– Apollo Magazine, 1951



37

**MARCOS GRIGORIAN (IRAN, 1925-2007)**

Portrait of Manijeh Tanavoli

oil on cardboard mounted on canvas

executed in 1962

102.5 x 88.5cm (40 3/8 x 34 13/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$11,000 - 16,000

Provenance:

Property from a private collection, London





38\*

**SEIF WANLY (EGYPT, 1906-1979)**

Self-Portrait

oil on board, framed

signed "Seif Wanly" and dated "78" in Arabic (lower left), executed in 1978

46.5 x 32cm (18 5/16 x 12 5/8in).

£8,000 - 12,000

€9,400 - 14,000

US\$11,000 - 16,000

**Provenance:**

Property from a private collection, Cairo

Acquired directly from the niece of the artist's wife

39\*

**HUSSEIN BICAR (EGYPT, 1913-2002)**

Hanging Clothes

oil on canvas, framed

signed "Bicar" and dated "2000" in Arabic (lower left)

44 x 50cm (17 5/16 x 19 11/16in).

£35,000 - 50,000

€41,000 - 59,000

US\$46,000 - 66,000

**Provenance:**

Originally in the collection of Fatima Rifaat who acquired it directly from the artist as a gift, thence by descent to the present owner.

**Literature:**

Mostafa Hussein and Fawzia El Ashaa, *Bicar*, Cairo, 2006



As an artist, Bicar was considered a tour de force of talent; teacher, illustrator, painter, poet and musician, Bicar embraced the arts in their totality achieving renown in many of the fields he applied his trade to.

Born in 1913 in Alexandria, Egypt, He graduated from Fine Arts College in 1933, and subsequently from the Ahlia School for Painting. He taught at, and eventually headed the Painting Department of the Faculty of Arts at Qena at 1955. He was a founder of the Helwan Wax Museum.

In 1944, Bicar began his career in journalism when he became, with Ahmad Sabry, Mustapha Amin and Ali Amin, one of the founding fathers of the prestigious Akhbar el-Youm newspaper, doing drawings often accompanied by his own poetrys. His painting "The Eighth Wonder", depicting the transportation of the temple of Ramses II to Abu Simbel is widely regarded as a classic of modern Egyptian painting.

Bicar was honoured with several awards including, the Golden Medal of Honor from the Industrial and Agriculture Exhibition in 1949, the Medal of Arts and Science in 1967, Gamal Abdel Nasser Prize in 1975, the State of Merit Award in 1978, the Merit Medal in 1980, and shortly before his death in 2000, Mubarak Award.

Adept at drawing for children, Bicar also became a foreign correspondent who wrote and illustrated stories of his travels. He produced sketches of news and feature subjects when photography was not common in his homeland. In his later years, Bicar was better known for painting portraits, particularly of women. He also wrote criticism and taught for many years at Cairo's Fine Arts Academy.

Bicar's distinction as an artist lies in the economy and terseness of his compositions; his ability to apply pure and simple lines to landscape and anatomy was central to the sense enigma and quiet mystery surrounding his paintings. Stylized, and heavily influenced by his career as an illustrator, Bicar's works are imbued with a palpable mystique.





40 TP

**OMAR EL-NAGDI (EGYPT, 1931-2019)**

Le Chat

bronze sculpture

executed circa 1970

170 x 20cm (66 15/16 x 7 7/8in).

£15,000 - 25,000

€18,000 - 29,000

US\$20,000 - 33,000

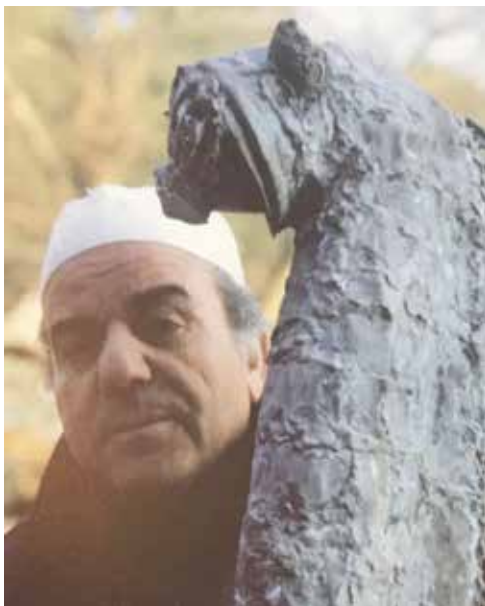
To be sold without reserve

**Provenance:**

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

**Exhibited:**

Paris, Institut du Monde Arabe, Omar El Nagdi, 1994



Bonhams is delighted to present this rare and elegant sculpture by the prominent Egyptian artist Omar El Nagdi. The artist was born in Cairo in 1931 and studied at the Faculty of Fine Arts of Helwan University. Nagdi continued his training in Russia and Italy, eventually graduating from the Academy of Venice in 1967. A prodigious pioneer in Egyptian art history, In the 1960s Nagdi exhibited in Europe alongside the Western masters Claude Monet, Pablo Picasso and Salvador Dal. His works were soon acquired by leading institutions around the world.

An active member of Cairo's art community and of the Liberal Artists' group headed by Taha Hussein, Nagdi was an extraordinary painter and who equally excels as a film director and music composer. A multi-disciplinary artist, Nagdi works with sculpture, oil, watercolour and mosaics. Inspired by the diverse cultures that he encountered in rural Egypt, he fused in his works the Pharaonic and Islamic iconography with Cairo's urban culture idioms and Western aesthetics. His works visually enigmatic and captivating and inspired by folk art and traditions are reflections on everyday life in Egypt. His paintings are sufficient proof of his exceptional gifts for symbolic design and the splendid use of colour. Through his expressive textures, colours and symbolic elements, his works offer a communication that is deeply felt.

The present lot comes to the market from the distinguished collection of H.E Ambassador Francine Henrich. Le Chat was executed in welded bronze in circa 1970 and was exhibited at the artist's major retrospective at the Institut du Monde Arabe in Paris in 1994. Showcasing Nagdi's mastery of shapes and material, the present work is visually captivating and aesthetically fascinating. Following his success at the Venice Biennale in 1968, Nagdi was granted an award later that same year at the Alexandria Biennale in Egypt for his sculptures. Mostly recognised for his paintings, Omar El Nagdi's sculptures are rare and as such, the present lot is one of his earlier sculptural masterpieces is undeniably a masterpiece.





41\*

**JAZEH TABATABAI (IRAN, 1931-2008)**

Fifi

assemblage of car parts

executed in 1968

89 x 38cm (35 1/16 x 14 15/16in).

**£8,000 - 12,000**

**€9,400 - 14,000**

**US\$11,000 - 16,000**

**Provenance:**

Property from a private collection, Baltimore

Acquired directly from the Artist by the present owner in Iran, 1968

Jazeh Tabatabai, the Iranian avant-garde painter, poet and sculptor, was one of the pioneers of modern art in Iran. Jazeh's first medium of self-expression was the written word: he published his first book at the age of twelve. Believing that different ideas demand different media, Jazeh explained, "For some I need colour, for some I need three-dimensional sculpture, for some movement, and for some words. I have sought rather to enlarge my capacity for expression through mastering a wide-range of techniques."

Working in metal, Jazeh's playful sculptures possess an artistic sensibility, dancing in the junkyards of modern technology. Jazeh assembled these astonishing sculptures from metal gaskets, cylinder valves, coils, crankshafts and spring's gearboxes and a range of scrap parts. Bolted, welded and screwed together into various amalgamations, they appear to have been spontaneously born in some mysterious industrial womb.

Movement is a central factor in the character of all the sculptures. The works are built in such a way that their component parts can be moved. The artist's wish was for the viewer to participate by changing the sculptures and setting them in motion for themselves.







42

42 AR

**ADAM HENEIN (EGYPT, BORN 1929)**

Jeune Fille

bronze

signed "A. Henein" and numbered "IV / VI", number 4 of an edition of 6,

29 x 12cm (11 7/16 x 4 3/4in).

£6,000 - 8,000

€7,000 - 9,400

US\$8,000 - 11,000

**Provenance:**

Property from a private collection, Amsterdam

Acquired from Galerie Gamme in 1981, Amsterdam

**Illustrated:**

Skira, *Adam Henein*, Milano, Italy, 2005, illustrated on page 85

43 AR \*

**ADAM HENEIN (EGYPT, BORN 1929)**

Owl

bronze

signed "A.Henein" and numbered "5/8" on the verso, number 5 from an edition of 8

48 x 39cm (18 7/8 x 15 3/8in).

£30,000 - 40,000

€35,000 - 47,000

US\$40,000 - 53,000

**Provenance:**

Property from the Artist's estate.





43

Bonhams are delighted to present these two magnificent sculptures by one of the most prominent Arab sculptors of our time. Abstract forms, pure volumes and dynamic movement characterise his mature works. "Owl" is elegantly striking by its expressive and asymmetrical rendition and the simplicity of its planes. This artwork embodies a sense of simple monumentality and timelessness that is characterised by an allusive simplification of form that is both modern and archaic. The sculpture is elegant, coherent and a characteristic style of its own that is undeniably inspired by both ancient Egyptian Pharaonic art and European Modernism while reflecting the sophistication of the artist.

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

In 1971, Adam Henein was invited to participate in an Egyptian contemporary art exhibition in Paris at the Musée Galliera. He spent the next two and half decades, from 1971 to 1996 in Paris pushing his practice through sculpture and painting and continued focusing on ancient Egyptian themes and traditional materials. The early 1970s marked an important evolution in Henein's artistic practice, whilst in

Paris he was given the opportunity to be exposed to the work of great western modern sculptors and artists whose freedom of interpretation he found to be deeply inspiring.

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

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

44  
No lot



45\*

**ALFRED BASBOUS (LEBANON, 1924-2006)**

Woman  
marble  
executed in 1993  
37 x 40 x 20 cm

£12,000 - 18,000  
€14,000 - 21,000  
US\$16,000 - 24,000

**Provenance:**

Property from a private collection, Beirut

**Note:**

This work has been authenticated by the Alfred Basbous Museum

Alfred Basbous was born in Rachana, Lebanon in 1924. His first exhibition in Beirut, at the Alecco Saab gallery in 1958, marked the beginning of his long and successful career as a sculptor. Basbous's works express a lifelong exploration of the human form and its abstract properties.

Focused on the aesthetic principles of shape, movement, line and material, his sculptures display a deeply ingrained sincerity and a search for the essence of beauty. Working in the tradition of sculptors such as Auguste Rodin, Jean Arp and Henry Moore, Alfred Basbous explores the potential of noble materials such as bronze, wood and marble to express the sensuality and purity of the human form. This aversion towards frivolous and meaningless embellishments echoes his own philosophy of simplicity and earnestness.

46\*

**ALFRED BASBOUS (LEBANON, 1924-2006)**

The Human Family  
plaster sculpture  
executed circa 1980's  
41 x 24 x 20 cm

£10,000 - 15,000  
€12,000 - 18,000  
US\$13,000 - 20,000

**Provenance:**

Property from the a private collection, Beirut  
Acquired directly from the Alfred Basbous Foundation

Alfred Basbous' striking quadrangular figure of an allegorical family is a powerfully symbolic sculpture exhibiting all the hallmarks of the renowned Lebanese artists virtuoso flair. Depicting a soldier, a labourer, a child and a mother with hands proudly and tenderly interlocked, Basbous presents us with a symbolic depiction of the family of mankind, and the complementary qualities each character contributes to the general wellbeing and unity of society.

*"The sons of Adam are limbs of each other,  
having been created of one essence.  
When the calamity of time affects one limb,  
the other limbs cannot remain at rest"*

– Saadi





46



Alternative view



Alternative view



Alternative view

*"I am well aware that the Ottoman Empire is heading by the day toward destruction. ...  
On her ruins I will build a vast kingdom ...from Egypt and Sudan, up to the Euphrates and the Tigris"*

- Muhammad Ali Pasha

47

**MAHMOUD MOUSSA (EGYPT, 1913-2003)**

Egypt and Sudan

stone

executed in 1947

height: 78 cm

£20,000 - 30,000

€23,000 - 35,000

US\$27,000 - 40,000

**Provenance:**

Property from a private collection, Egypt

A powerful and impressive sculpture by Mahmoud Moussa, "Egypt and Sudan" is charged with political significance, commemorating the intimate and complex historical relationship between the two countries.

Sudan and Egypt have enjoyed intriguing historical ties, centered on historical commonalities in antiquity when Nubian Kingdoms in Sudan controlled Egypt and vice versa. In more recent history, prior to Sudanese independence in 1956, the two countries were united since the early 19th century through Muhammad Ali Dynasty invasion and occupation of Sudan under British rule.

In the period when the present work was executed, Nasser's pan-Arabist agenda sought to spread its seed amongst neighbouring countries and Sudan once again fell under Egypt's influence, with Colonel Gaafar Nimeiry, a staunch supporter of Nasser, taking power in the country.

Interestingly, Moussa's embodiment of the two countries is not depicted as a high flown gesture between two political leaders, instead it is an embrace between two common folk who are hardly distinguishable in appearance, emphasising not only the deep human bond between two nations which share the waters of the treasured Nile, but which affirms Moussa's agenda as an artist championing the common man. Depicting a hybrid aesthetic combining the appearance of the Pharaonic Nubian and the rural "fellah" or Egyptian agricultural laborer, Moussa blends history with the present day, underlining the continuity and commonality which subvert and transcend temporary political or geographic borders.

Mahmoud Mousa is generally regarded as the artistic successor to the great Mahmoud Mokhtar. He was a pioneering artist of the second generation, beginning his artistic career when, in 1931, he joined evening classes run by the Amateurs Society, then under the direction of Mahmoud Said, and received further training from Mahmoud Mokhtar, which contributed to the development of the signature Pharaonic revival style which is the hallmark of some of the most celebrated examples of twentieth century Egyptian sculpture.

Moussa's artistic skill and aesthetic sensibilities came from his experience with sculpting marble gravestones, demonstrated in his ability to work on a shallow surface, and his deftness in imbuing his figures with a unique expressiveness, grace and austerity evident in the present composition.

He became a member of the teaching staff at the sculpture department of the Faculty of Fine Arts in Alexandria, in 1957. He participated in several group exhibitions in Cairo and Alexandria including several appearances at the Alexandria Biennale, including winning the prize for sculpture in Alexandria Biennale in 1955.







The Artist with Francis Bacon

48\*

**AHMED BEN DRISS EL YACOUBI (MOROCCO, 1929-1985)**

The Last Days

oil on canvas, framed

titled "The Last Days" and dated "1965" on the verso, executed in 1965

101 x 91cm (39 3/4 x 35 13/16in).

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$16,000 - 24,000**

**Provenance:**

Property from a private collection, New York

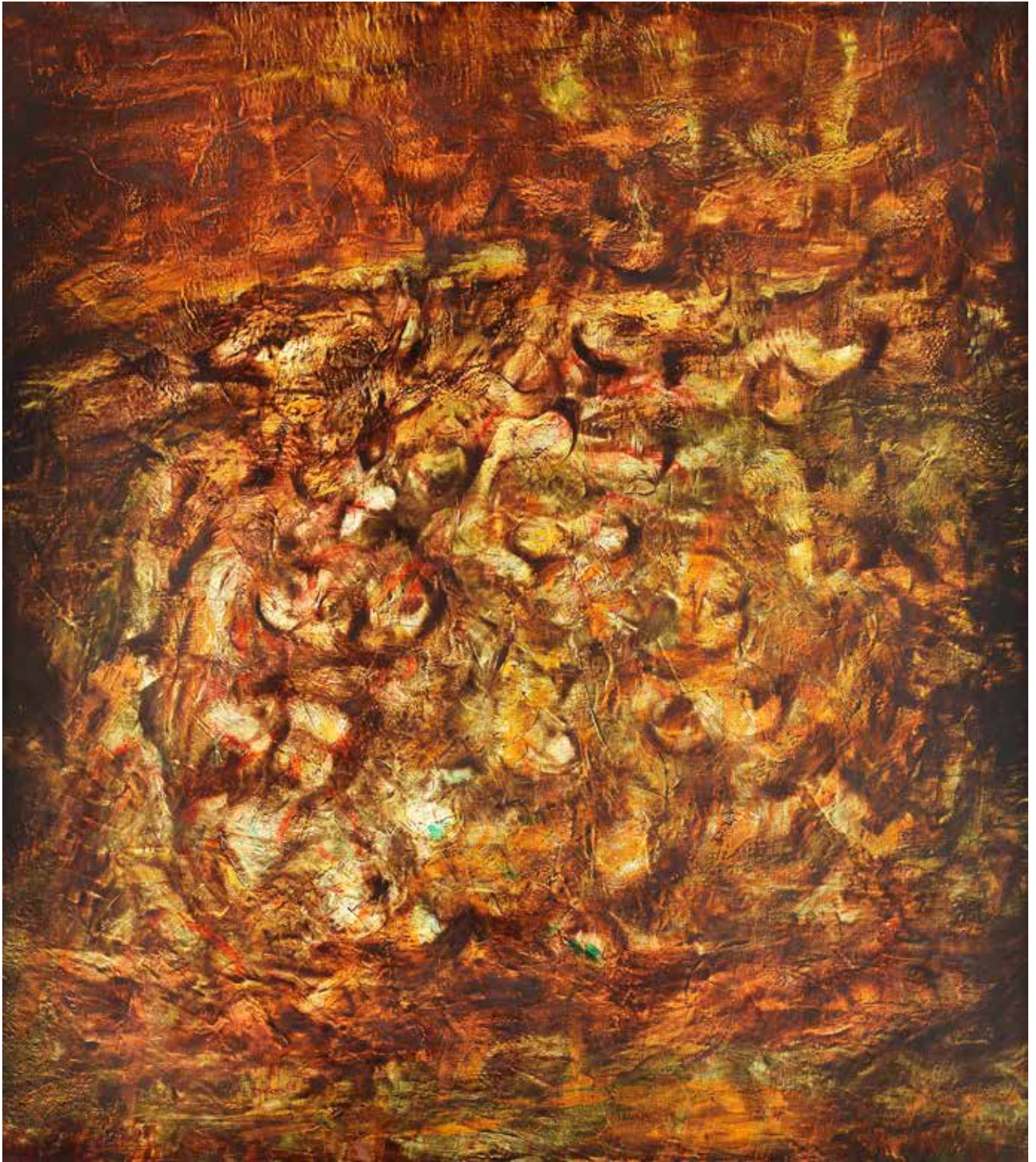
Acquired directly from the Artist by the present owner's father, circa late 1960's

Thence by descent to the present owner

*"Eventually it was Francis Bacon who supplied the key, suggesting that Ahmed sit each afternoon in his Casbah studio and watch him paint. There was to be no conversation; it was merely a matter of seeing a painter paint."*

– Paul Bowles





*“The painting of Yacoubi is a window opening into space.  
You do not look at his pictures but through them.”*

– William Burroughs

49\*

**AHMED BEN DRISS EL YACOUBI (MOROCCO, 1929-1985)**

Lagoon

oil on canvas, framed

signed “Yacoubi” (lower right)

81 x 115cm (31 7/8 x 45 1/4in).

**£15,000 - 20,000**

**€18,000 - 23,000**

**US\$20,000 - 27,000**

**Provenance:**

Property from a private collection, New York

Acquired directly from the Artist by the present owner's father,

circa late 1960's

Thence by descent to the present owner

The following two lots are masterful renditions of the “cosmic abstraction” concocted by the enigmatic artist Ahmed Yacoubi. Swirling, nebula-like abstract apparitions swarm Yacoubi's canvas, resembling astronomical forms, indicating an abstraction not dictated by mere reference to paint and form, but one which evokes the abstract and ultimately unintelligible properties of the wider cosmos and its majestic celestial scenery

Ahmed Ben Driss El Yacoubi, was born in Fez, Morocco, in 1928. Educated as a traditional healer, he was also known as a storyteller, poet, painter, playwright and author. Yacoubi met the American composer and writer Paul Bowles in Fez in 1947, and later in Tangier. Yacoubi then began doing translations for Bowles. Bowles and his wife, novelist and playwright Jane Bowles, encouraged Yacoubi to draw and paint the characters in his own stories after seeing Yacoubi's illustrations of his translations.

The Bowles arranged for Yacoubi's first exhibition of visual work at the Gallimard bookshop on Boulevard Pasteur in Tangier. The exhibition was highly acclaimed, and 28 pieces were sold. Later exhibitions were held at the Galerie Clan in Madrid, the Betty Parsons Gallery in New York in 1952, the Hanover Gallery in London in 1957, and elsewhere throughout the 1960s, 1970s, and 1980s. A wide range of notable collectors began acquiring his drawings and paintings, recognizing his talent and artistic integrity. The Museum of Modern Art in New York, the Musée d'Art Moderne de la Ville de Paris, and the Sao Paulo Museum of Modern Art also purchased his works.

In 1952, Bowles invited Yacoubi to his island, Taprobane, off the southern coast of Sri Lanka. While visiting the island, Yacoubi prepared meals for fellow guest Peggy Guggenheim, which she mentions in her memoir, *Confessions of an Art Addict* (1997). Guggenheim purchased several of Yacoubi's drawings.

Ahmed Yacoubi evolved from what was described as a primitive style to a sophisticated secret technique of layering in oil glazes that produced canvases of with great depth and complexity. Having become acquainted with Francis Bacon during the latter's trips to Tangiers, Bacon further encouraged his work by painting four small canvases blue and telling him to “Paint!” according to an anecdote by Allen Ginsberg.

Bacon and Yacoubi painted together and remained friends for the duration of their lives. For Bacon, he was simply the ‘most sympathetic Moroccan in Tangier’. ‘Ahmed and I had no common language,’ he remembered, ‘but between my limited Spanish and French and his very good Spanish, we were able to talk a lot.’

In the 1960's, Yacoubi moved to New York City permanently in the late sixties where Ellen Stewart provided him with a loft space in La Mama's rehearsal building that Yacoubi transformed into “The Rising Night Gallery.” Amidst the changing art trends of the 70's and 80's, Yacoubi continued to delve with his singular and secretive oil techniques, maintaining the integrity of his inspired approach, producing magical scenes, portraits, and worlds that reveal his depth of insight into humanity and life.







50 AR

**DIA AZZAWI (IRAQ, BORN 1939)**

Outside in April

acrylic on canvas

signed "Azzawi" and dated "98" lower centre, further signed "Azzawi",

dated "98", titled "Outside in April" and inscribed "99 x 81 cm, acrylic

on canvas" on the verso, executed in 1998

100 x 81cm (39 3/8 x 31 7/8in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 27,000

**Provenance:**

Property from private collection, London

Acquired directly from the Artist

*"These are the colours of the Bedouins, of the desert. Almost all tribes, from Morocco to the Gulf, share a preference for warm colours - reds, oranges, yellows - in contrast to Europe, where pastels are more common. Such colours stand out against the neutral tones of the desert, and, indeed, Bedouins will often surround a black tent with textiles of vibrant colours, as if replicating a garden"*

- Dia Azzawi





51 AR

**DIA AZZAWI (IRAQ, BORN 1939)**

Sumerian Figures

oil on canvas, framed

signed "Dia Azzawi" and dated "1975" in Arabic (lower right), executed in 1975

81.5 x 93.5cm (32 1/16 x 36 13/16in).

£18,000 - 25,000

€21,000 - 29,000

US\$24,000 - 33,000

Provenance:

Property from a private collection, London

*"As a young man studying archaeology, I encountered the ancient art of the Middle East - Sumerian sculptures, Assyrian reliefs and others - all of which heavily influenced my work and continue to do so today."*

- Dia Azzawi



52

**ISMAEL FATTAH (IRAQ, 1934-2004)**

Untitled (Sumerian Queen)

mixed media on paper, framed

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

88 x 79cm (34 5/8 x 31 1/8in).

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$16,000 - 24,000**

**Provenance:**

Property from a private collection, London

Acquired directly from the Artist in 1989, London





53

**ISMAEL FATTAH (IRAQ, 1934-2004)**

Untitled (Babylonian Queen)

mixed media on paper, framed

signed "Ismail Fattah", dated "1989" and inscribed "London" (lower left)

92 x 69cm (36 1/4 x 27 3/16in).

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$16,000 - 24,000**

**Provenance:**

Property from a private collection, London

Acquired directly from the Artist in 1989, London



54 AR

**DIA AZZAWI (IRAQ, BORN 1939)**

Two Missing Friends  
bronze sculpture

signed "A.Z", dated "2008" and numbered "2/7" (on the verso of the base), number 2 from an edition of 7 and two artist's proofs, executed in 2008

£6,000 - 10,000

€7,000 - 12,000

US\$8,000 - 13,000

**Provenance:**

Property from private collection, London  
Acquired directly from the Artist

"We reject the art of partitions and boundaries. We advance. We may fall, but we will not retreat. While we present to the world our New Vision.... We reject social relations resulting from false facades and we reject what is forced upon us as charity. We justify ourselves through our journey of change.... We challenge the world. We deny the military and intellectual defeat for our nation. We strive for the war for liberation in the name of our martyrs, who are the glory of this nation" Towards a New Vision, Manifest of the New Vision Group, Dia Azzawi, Ismael Fattah, Rafa Al-Nasiri, October 1969

The present sculpture is a poignant and moving tribute by Dia Azzawi to his fallen compatriots Ismael Fattah and Rafa Al-Nasiri. Azzawi, together with Fattah and Nasiri were founders of the seminal "New Vision" New Vision group (al-Ru'yya al-Jadidah), in 1969, uniting fellow artists ideologically and culturally as opposed to stylistically.

The group's manifesto, Towards a New Vision, highlighted an association between art and revolution, and sought to transcend the notion of a 'local style'—coined by the Baghdad Modern Art Group—by broadening the parameters of local culture to include the entire Arab world. The group held their final exhibition in 1972.





55\*

**SAMIR RAFI (EGYPT, 1926-2004)**

Couple et Chienne

oil on wood panel, framed

signed "S. Rafi" and dated " 15, 16, 18-2-77", executed in 1977

68 x 94cm (26 3/4 x 37in).

£8,000 - 12,000

€9,400 - 14,000

US\$11,000 - 16,000

**Provenance:**

Property from a private collection, Cairo

Acquired directly from the artist's son in 2008.

*“My grandfather made me appreciate the people, specially the economically and socially disadvantaged. He showed me what it meant to be poor, how the poor lived, their resourcefulness and resolve”*

– Kamal Youssef

56\*

**KAMAL YOUSSEF (EGYPT, BORN 1923)**

The Fallen

oil on board

signed “Kamal” and dated “52” (lower left), executed in 1952

91 x 59cm (35 13/16 x 23 1/4in).

**£5,000 - 8,000**

**€5,900 - 9,400**

**US\$6,600 - 11,000**

**Provenance:**

Property from a private collection, Egypt

Formerly property from the family of the late painter George Ayyad

Aboul Saad

Likely acquired directly from the artist by Georges Ayyad Aboul Saad, circa early 1950's

A rare, empathetic and gripping work by pioneering surrealist Kamal Youssef, “The Fallen” is a touching and esoteric meditation on the plight of the downtrodden and disenfranchised poor of Egypt which Youssef’s artworks have always demonstrated a deep held sympathy for.

Ghoulish, quasi-human figures stand and lie lifelessly in coffin-like compartments in the canvas, a set of distorted bodies, half man half animal hang like carcasses in an abattoir in the top left; these are the forgotten, impoverished souls that Youssef was exposed to in his early years in Egypt when his grandfather would walk him through disadvantaged neighbourhoods.

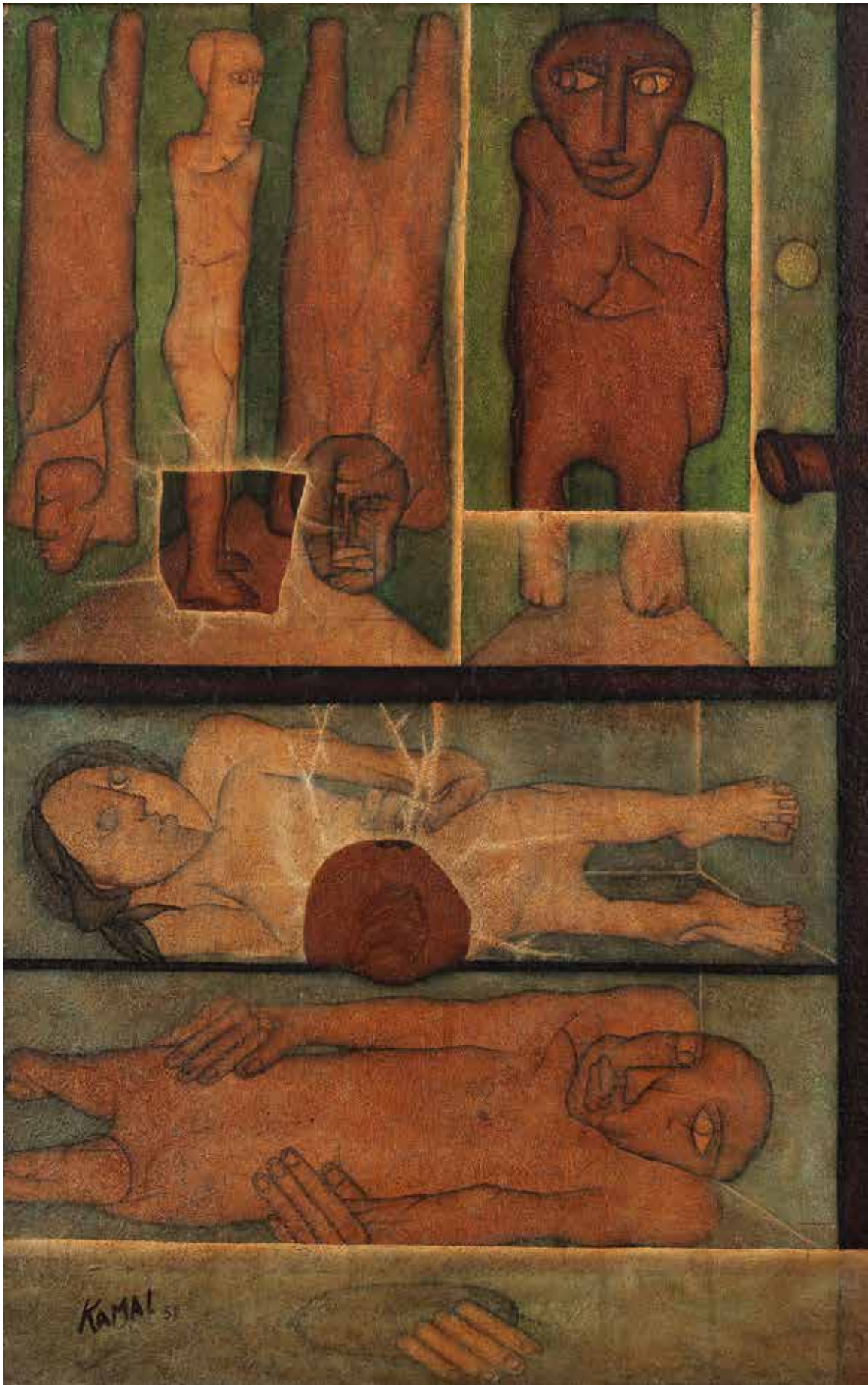
Kamal Youssef’s work reflects a crucial historic intersection between Middle Eastern and Western cultures. As a teenager, he studied at King Farouk School in Abbasiya, Cairo, where he was first exposed to rigorous art training under the tutelage of master instructors such as Ratib Siddik and Hussein Yousef Amin, prominent artists known for their early engagement with the Egyptian surrealism and other avant-garde modernist movement in Egypt.

In 1939, Youssef joined the Art and Liberty group, one of Egypt’s most prominent art movements, which was founded by several journalists, poets and artists. In 1946, Youssef co-founded the Contemporary Art Group (Le Groupe de l’Art Contemporain), whose members played a crucial role in shaping the development of the modern art movement in Egypt.

Kamal travelled to Paris in 1954, where he met his late wife Maria Youssef. She played a central role in some of his works later on. After the 1953’s revolution Kamal decided to remain in France until he moved to the USA, where he worked as an engineer for over 20 years before retiring in the town of Dayton, Pennsylvania.

His work has been shown in numerous solo and group exhibitions, including Southern Alleghenies Museum of Art, Loretto, USA (2014); Bakersfield Museum of Art, USA (2008); Westmoreland Museum of Art, Greensburg, USA (1993); Pittsburgh Center for the Arts, USA (1962); Mediterranean Biennale, Alexandria, Egypt (1955); Museum of Modern Art, Cairo (1952); São Paulo Biennale (1952) and Venice Biennale (1950). Kamal also participated in the 1939 exhibition organized by the Art and Liberty Group, and in several of the Contemporary Art Group’s collective exhibitions between 1946 and 1954.





*“Perhaps the most prolific illustrator within the [Art and Liberty] group was the Hungarian Eric De Nemes, who had moved from Beirut to Cairo in 139/40”*

**A RARE AND IMPORTANT PAINTING BY ERIC DE NEMES,  
A MEMBER OF ART E LIBERTE**

57

**ERIC DE NEMES (EGYPT, ACTIVE 1940'S)**

Sorceress

oil on paper laid on canvas

signed “Nemes”, dated “47” (lower left) and further inscribed “Eric De Nemes, Sorceress, Cairo, March 1947” on the verso, executed in 1947  
62 x 53cm (24 7/16 x 20 7/8in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

**Provenance:**

Property from the collection of La Comtesse de Broissia, Alexandria  
Thence by descent to the present owner, Greece

The present work is a unique and extremely rare appearance of an oil painting by the mysterious Franco-Hungarian artist active in Egypt, Eric De Nemes. Credited as one of the key members of the Art E Liberte movement, De Nemes was a keen illustrator, amongst his several credits are illustrations for Poetry of our Times (Cairo 1943) and anthology of Cairo based Anglophone poets, and a set of illustrations for John Wallers The Lovely and the Dead.

Featuring in the landmark Art and Liberty exhibition at the Centre Pompidou in 2016, this is the first appearance of a work by De Nemes at international auction, and its provenance is as distinguished as its rarity. The work was property from the collection of Comtesse De Broissia-Tortillia, a French noblewoman escaping Nazi occupation during the Second World War; having settled in Alexandria the Comtesse was a key member of the “France Libres” resistance movement, even receiving General De Gaulle at her house during his visit in 1941. The Comtesse, despite opening her house up to injured war wounded, enjoyed Alexandria’s cosmopolitan artistic and literary scene and was a fixture of the cultural glitterati of the period.

De Nemes surrealist Sorceress recalls the seductive nymphs and goddesses of ancient Greek mythology like Circe and Calypso. Imbued with magical power and seductive prowess in equal measure, the Sorceress is a symbol both of the dangers of female seduction and of the power of the macabre. Pictured with a crystal ball and various other clairvoyant accoutrements the Sorceress further embodies local symbols of folk witchcraft and fortune telling.

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

A number of Egyptian artists, including Fouad Kamel, Rameses Younan and Kamel el-Telmesany, in addition to a great number of Egyptian and expatriate intellectuals, signed a statement prepared by poet George Henein, entitled “Long Live Decadent Art!” It was published in Al-Fann Al-Hurr (Free Art) magazine in December 1938.

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



The Comtesse de Broissia receiving General De Gaulle in Alexandria, 1947







58\*

**CHAOUKI CHOUKINI (LEBANON, BORN 1947)**

Abstract form

wooden sculpture

signed "Choukini" on the base, executed circa 2000

33 x 10 x 10 cm

**£5,000 - 8,000**

**€5,900 - 9,400**

**US\$6,600 - 11,000**

**Provenance:**

Property from a private collection, Beirut

Acquired directly from the Artist by the present owner

Chaouki Choukini's sculpture offers a window back to what he refers to as the 'landscape of childhood', to people and places, and to memories of South Lebanon. Choukini piles block upon block on top of each other, creating cityscapes and mountains, and revealing abstracted, silent faces. It is this tension – between corners and edges, form and function, and, most importantly, positive and negative space – that has come to define his work.

Born in 1946 in Choukine, Lebanon, Chaouki Choukini received his degree from the Ecole Nationale Supérieure des Beaux-arts de Paris, in 1972. He was awarded the Prix de la Jeune Sculpture in 1978 followed by the Taylor Foundation Prize in 2010. Most recently in 2015 he was awarded the Prix de la Fondation Pierre Gianadda, from the Académie des Beaux-Arts de l'Institut de France.

Choukini has participated in various solo and group exhibitions including Beloved Bodies, Barjeel Art Foundation, Sharjah, UAE (2017), Poetry in Wood, Green Art Gallery, Dubai, UAE, (2016), Portrait of The-Non-Existent-Bird, Museum of Issoudun, France (2014); Tajreed (Arab Abstract Art), Contemporary Art Platform, Kuwait (2013); Le Corps decouvert, Arab World Institute, Paris, France (2012); International Aswan Sculpture Symposium, Cairo Biennial, Egypt (1997); Paris Sculpture, Centre de Sculpture Contemporaine, Paris, France (1973). His works are in several important collections including Musée d'Art Contemporain de Val-de-Marne, France; Arab World Institute, France, Mathaf, Arab Museum of Modern Art, Doha, Centre National des Arts Plastiques, France, Barjeel Art Foundation, Sharjah, UAE and Sharjah Art Foundation. He lives and works in Paris, France.



59

**MOHAMMED GHANI HIKMAT (IRAQ, 1929-2011)**

Motherhood

wooden sculpture

signed "Mohammed Ghani" on the base

62 x 14.5cm (24 7/16 x 5 11/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$11,000 - 16,000

**Provenance:**

Property from a private collection: London

Acquired directly from the Artist in Baghdad

circa 1970-1980's

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

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

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





60\*

**JOSEPH FALOUGHI (LEBANON, BORN 1950)**

Echos du Mouvement

oil on canvas, framed

signed "J.Faloughi", dated "08" and further inscribed "Echos du Mouvement, 2008, 100 x 150cm, j.faloughi", executed in 2008  
*100 x 150cm (39 3/8 x 59 1/16in).*

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance:

Property from a private collection, Beirut

*"When color became my friend,  
it was a very fortunate event."*

– Joseph Faloughi





61 TP \*

**RIMA AMYUNI (LEBANON, BORN 1954)**

Thunder over Beirut

oil and acrylic on canvas

signed "Rima Amyuni", dated "2013" (lower right) and further inscribed  
"Thunder over Beirut, oil & acrylic on canvas, 120 x 150cm, '13" (on  
the verso), executed in 2013

120 x 150cm (47 1/4 x 59 1/16in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,700 - 4,000

**Provenance:**

Property from a private collection, Beirut



62\*

**HOSSEIN KAZEMI (IRAN, 1924-1996)**

*Ey Saqi (Oh Cupbearer)*

oil on wood panel

signed "Kazemi.H" and dated "1954" (upper left), executed in 1954  
65.5 x 53.5cm (25 13/16 x 21 1/16in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,600 - 9,300

**Provenance:**

Property from a private collection, California

One of the most prominent Iranian artists, Hossein Kazemi began his career in 1940s by focusing on figurative art. Portraits of popular figures such as Sadegh Hedayat drew attention. However, Kazemi's artistic style began evolving as he started experimenting with Cubism and became fascinated by Western Modernism. In 1953, Kazemi moved to Paris and entered the 'Ecole des Beaux Arts'. Aware of his Iranian heritage, Kazemi was eager to search for a style that would incorporate Persian elements and also be modern. As the artist's work became more abstract, his inspiration by certain elements from Persian art remained evident. His interest in stylized forms from Ancient Persia, miniature paintings, ceramic tiles and manuscript illuminations are reflected on his canvases. Kazemi arrived at his desired composition and form, with its harmonious colours: a wide range of blues and violets, variations of semi-abstract objects such as stones and flowers and thick layers of pigment, which became his signature style.





63 TP

**GEORGE BAHGOURY (EGYPT, BORN 1932)**

Personnages

mixed media on canvas, framed

executed circa 1970

200 x 200cm (78 3/4 x 78 3/4in).

£8,000 - 10,000

€9,400 - 12,000

US\$11,000 - 13,000

To be sold without reserve

Provenance:

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

64\*

**AREF AL RAYYES (LEBANON, 1928-2005)**

Nativity

mixed media with sand on canvas, framed  
executed in 1963  
*49 x 61cm (19 5/16 x 24in).*

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$16,000 - 24,000**

**Provenance:**

Property from a private collection, Beirut  
formerly in a private collection, Barcelona

Artists and craftsmen have been depicting the nativity of Jesus Christ in paintings, murals and sculptures for over 2000 years; from back in the medieval times to the present day. It was a very prominent subject for early Christian art from the 5th century because it emphasised the reality of the incarnation of Christ and the validity of the Virgin Mary's newly established title of Theotokos, the Mother of God. By the 6th century another version of the Nativity appeared in Syria, becoming universal in the East throughout the Middle Ages, and in Italy until the late 14th century. In 1896, Paul Gauguin presented the subject in an entirely new and unconventional manner, transposing the biblical subject into a Polynesian setting and specifically subverting the iconic imagery of the Virgin and Child.

In the present work, Rayyes sets the birth of Jesus in a cave; since the second century pilgrims have been visiting a cave in Bethlehem thought to be Jesus' birthplace. Here the biblical scene is portrayed in a very modern yet primitive manner as Rayyes blurs the boundaries of landscape, shape and geometry. During the artist's travels to West Africa in the mid 1950s, Rayyes was deeply influenced by the cultural primitivism of the region and African stylisations, motifs and materials. This work was executed in 1963 while the artist was in Rome where his fascination for ancient Semitic art forms manifested themselves in his "Sand Period" work. The present work is a stunning example of the period in which he was manipulating abstract and geometric morphology and experimenting with different mediums and subject matters.

Deeply devoted to the Druze faith, a syncretic, philosophical religion which emphasises spiritual knowledge and the oneness of man and the universe above dogma, Rayyes' work is imbued with a sense of spiritual freedom and mysticism. Such is the diversity and variation of Rayyes output, it is impossible to attach his oeuvre to any given movement or artistic style. A complete and consummate artist, Rayyes refused to be bounded by the strictures of artistic classification, instead choosing to experiment, innovate, and pursue his artistic agenda with total freedom.







65

65

**MOHAMMAD EHSAI (IRAN, BORN 1939)**

Allah

oil on board in four parts, framed

each panel signed "Mohammed Ehsai" in Farsi, executed circa 2007  
62.5 x 62.5cm (24 5/8 x 24 5/8in).each panel: 30 x 30 cm

£20,000 - 30,000

€23,000 - 35,000

US\$27,000 - 40,000

Provenance:

Property from a private collection, France

65A

**MOHAMMAD EHSAI (IRAN, BORN 1939)**

An (Him)

mixed media on canvas

signed and dated "2015", executed in 2015  
173 x 122cm (68 1/8 x 48 1/16in).

£40,000 - 60,000

€47,000 - 70,000

US\$53,000 - 80,000

Provenance:

Property from a private collection, France





65A



66 AR

**CHARLES HOSSEIN ZENDEROU DI (IRAN, BORN 1937)**

Portrait of Ms Mehri Majd

pen, ink and pencil on paper, framed  
signed "Charles Hossein Zenderoudi" in Farsi,  
executed circa 1958-1960  
45 x 35cm (17 11/16 x 13 3/4in).

£6,000 - 10,000

€7,000 - 12,000

US\$8,000 - 13,000

**Provenance:**

Property from a private collection, London  
Acquired directly from the Artist, circa 1958-1960  
Thence by descent

**Note:**

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





66A\*

**FARAMARZ PILARAM (IRAN, 1937-1982)**

Divine Rythm

mixed media on board signed "Pilaram" and dated "71" (lower left),  
executed in 1971

71 x 71cm (27 15/16 x 27 15/16in).

£7,000 - 12,000

€8,200 - 14,000

US\$9,300 - 16,000

Provenance:

Property from a private collection, Dubai



67

67  
**KADHIM HAYDER (IRAQ, 1932-1985)**

Baghdad Silhouettes  
spray paint on paper, framed  
signed "Kadhim Kayder" and dated "84" (lower left),  
executed in 1984  
57 x 41cm (22 7/16 x 16 1/8in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,600 - 11,000

Provenance:

Property from a private collection, London

68

**JAMIL HAMOUDI (IRAQ, 1924-2003)**

Attributes of Divinity  
four ink sketches on paper, framed  
sketch 1, 2 & 4 are signed "Jamil Hamoudi" and dated "1975",  
executed in 1975, sketch 3 is inscribed  
"Jamil Hamoudi, Paris, Août, 2000"

each panel: 30 x 21 cm

£3,000 - 5,000

€3,500 - 5,900

US\$4,000 - 6,600

**To be sold without reserve**

Provenance:

Property from a private collection, London







69\*

**HUSSEIN BICAR (EGYPT, 1913-2002)**

Swan Lake  
gouache on paper, framed  
signed "Bicar" (lower right)  
41 x 17cm (16 1/8 x 6 11/16in).

£6,000 - 10,000

€7,000 - 12,000

US\$8,000 - 13,000

**Provenance:**

Property from a private collection, Giza  
Acquired directly from Salama Gallery in 2004, Cairo

70\*

**ABDEL-MONEIM METAWEA (EGYPT, 1935-1982)**

Egypt Rising  
oil on board  
signed and dated "80", executed in 1980  
120 x 100cm (47 1/4 x 39 3/8in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 27,000

**Provenance:**

Property from a private collection, Giza

**Literature:**

Esmat Dawestashi, *In Quest of Metawie, Artist Abdel Moneim Metawie*, Alexandria, 2009, illustrated on page 157

Bonhams is pleased to present to the market for the very first time a monumental work by Egyptian artist Abdel Moneim Mutawa. Mutawa was born in Kafr El Sheikh in 1935. In 1963, obtained a bachelor's degree in Fine Arts from Alexandria University. He then went onto undertaking a master's degree at the Luxor Academy for Graduate Studies in 1966. He has held numerous comprehensive exhibitions around Egypt, commissioned many murals and received numerous local awards. Mutawa also spent much of his time writing poetry and plays. He published a poetry book titled "For Silent Silence" in 1979.







71

**PAUL GUIRAGOSSIAN (LEBANON, 1926-1993)**

Renaissance

gouache on paper, framed

signed "Paul G" (lower right), executed circa 1986

45.5 x 31.5cm (17 15/16 x 12 3/8in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,600 - 9,300

**Provenance:**

Property from a private collection, UK

Acquired directly from the Artist by the present owners in Lebanon

circa 1980s

**Note:**

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





72\*

**AHMAD SHIBRAIN (SUDAN, 1931-2017)**

Untitled (Khartoum forms)

ink on carton, framed

signed "Shibrain" in Arabic (lower left), executed in 1965

56 x 56cm (22 1/16 x 22 1/16in).

**£15,000 - 20,000**

**€18,000 - 23,000**

**US\$20,000 - 27,000**

**Provenance:**

Property from a private collection, Beirut

Acquired directly from Gallery One

**Exhibited:**

Art Dubai, Sam Bardaouil and Till Fellrath, Misk Art Institute, *That Feverish Leap into the Fierceness of Life Art Institute*, March 2018

Ahmed Shibrain is an integral and leading figure of Modernism in Sudan. Shibrain was born in 1931 in Berber, Sudan. In the early 1950s, Shibrain studied at the Khartoum Technical Institute when the institution was the hub of contemporary African art of the region and in 1957 he went onto studying at the Central School of Art and Design in London. Alongside his influential contemporaries Ibrahim El-Salahi and Kamala Ishag, Shibrain was one of the founders of The Khartoum School in the 1960s. The Khartoum School was a movement of visual artists who cultivated a new visual style called Sudanawiyya, which expressed local and Pan-African traditions alongside Western influences. Through the use of calligraphy, the aesthetics of hurufiyya (transforming Arabic letters into abstract shapes; named after harf the Arabic word for letter) and Islamic motifs, the movement attempted to convey the cultural fabric of Sudan. After returning to Khartoum, Shibrain became the head of the graphics department at his former college in 1970, and its dean in 1975. He was known for his design of presidential medals, postal stamps and various ebony murals. He held numerous exhibitions in Africa and abroad, published several books and critical essays and held many functional and academic positions in Sudan. In 1966 Shibrain founded the non-profit Shibrain Art Gallery which showcases Sudanese artists.



73

**SAMIR KHADDAJ (LEBANON, BORN 1939)**

Portrait of a Woman

acrylic on wood panel, framed

inscribed " Samir Khaddaj, Beirut" on the verso, executed circa 2010

60 x 40cm (23 5/8 x 15 3/4in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,600 - 9,300

Provenance:

Property from a private collection, London





74

**SIRAK MELKONIAN (IRAN, BORN 1931)**

Untitled

acrylic on canvas

executed in 2012

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

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$16,000 - 24,000**

**Provenance:**

Property from a private collection, London

"Melkonian's compositions are not of utopian lands but rather inner landscapes with no trace or record in history. Looking closely at the texture of brush strokes one is amazed at the mastery of his renderings"  
– Alain Bosquet, 1976

Sirak Melkonian is one of Iran's most assiduous and gifted modern artists and has been practising his signature style of "topographical" abstraction for over half a century. Melkonian's sparse, minimal palettes accentuate his exploration of line and colour. He offers his audience a new landscape which is neither imaginary nor real, neither surrealist nor naturalist, but profoundly personal and esoteric. Melkonian gained recognition as early as 1957 when he was awarded the prize at the Contemporary Iranian Artists exhibition at the Iran-America Society.



74A

**SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)**

Untitled (Baghdad faces)

mixed media on paper

signed "Shakir Hassan Al Said" and signed "1956" (lower left),

executed in 1956

53.5 x 36cm (21 1/16 x 14 3/16in).

£5,000 - 8,000

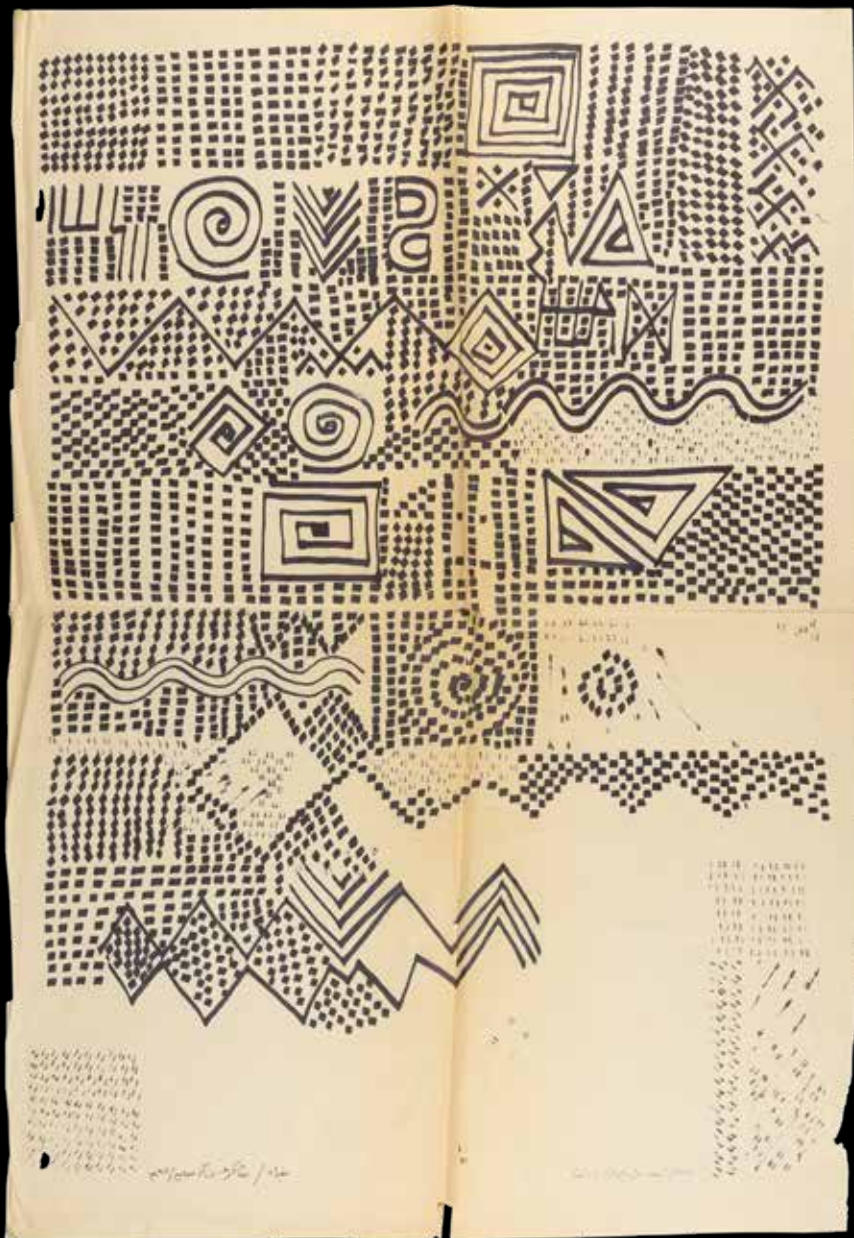
€4,700 - 7,000

US\$5,300 - 8,000

Provenance:

Property from the family collection of Shakir Hassan Al Said





74B

**SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)**

Untitled (Signs and Cyphers)

ink on paper, framed

signed "Shakir Hassan Al Said", dated "1998" and "Baghdad",

executed in 1998 (lower left)

99.5 x 69cm (39 3/16 x 27 3/16in).

£6,000 - 10,000

€7,000 - 12,000

US\$8,000 - 13,000

Provenance:

Property from the family collection of Shakir Hassan Al Said



75

**SHIRIN NESHAT (IRAN, BORN 1957)**

Untitled (Rapture series)

archival print, diptych

signed "Shirin Neshat", dated "1999", titled "Rapture series" and inscribed "unique copy" twice on the verso executed in 1999

*each panel: 23 x 16 cm*

£6,000 - 8,000

€7,000 - 9,400

US\$8,000 - 11,000

**Note:**

The present lot is being sold for the benefit of the Omid Foundation, registered UK Charity No. 1115318







76

**REZA ARAMESH (IRAN, BORN 1970)**

Action 87

silver gelatin print mounted on aluminum  
number 1 from an edition of 3, executed in 2010  
122 x 152cm (48 1/16 x 59 13/16in).

**£12,000 - 15,000**

**€14,000 - 18,000**

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

**Exhibited:**

One Marylebone, Mottahedan Projects, *Reza Aramesh: Them Who Dwell on the Earth*, London, October 2012

**Literature:**

Canvas Central / Mottahedan Projects, *Reza Aramesh: Them Who Dwell on the Earth*, Dubai, 2011

**Note:**

The present lot is being sold for the benefit of the Omid Foundation, registered UK Charity No. 1115318

Reza Aramesh was born in Awhaz, Iran in 1970. At the age of fifteen, Aramesh left his homeland and moved to London where he obtained a bachelor's degree in chemistry. Aramesh then went on to obtaining a masters degree in Fine Arts from Goldsmith University in 1997. He currently lives and works in London.

Reza Aramesh's soon found his medium of predilection in photography; an ideal form in which to meld his interest in the history of painting, film and literature with modern society and politics. This audacious subversion of space and time came to the fore in Aramesh's Action 71. Here, Aramesh invited homeless individuals to spend their night in selected rooms of the Tate Britain, sleeping with portraits produced between the seventeenth and eighteenth century representing individuals that focused on status and lineage.

Reza Aramesh's photographic, sculptural, video and performance works have received international acclaim. His work has been featured in solo shows in Dubai, Shanghai, Rabat as well as at the Royal Academy of Arts, the Barbican Centre, Tate Britain and at the ICA in London.



77

**KAVEH GOLESTAN (IRAN, 1950-2003)**

Untitled (Az Div o Dad Polaroid series)

digital print on rag paper

signed and numbered on the verso "1/5 + 2 AP" on the verso, number

1 from an edition of 5, executed in 1976

69 x 69cm (27 3/16 x 27 3/16in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,600 - 11,000

**Note:**

The present lot is being sold for the benefit of the Omid Foundation,  
registered UK Charity No. 1115318





78 TP

**AZADEH RAZAGHDOOST (IRAN, BORN 1979)**

Untitled (Sick Rose series)

acrylic on canvas

executed in 2008

130 x 180cm (51 3/16 x 70 7/8in).

**£4,000 - 6,000**

**€4,700 - 7,000**

**US\$5,300 - 8,000**

**Note:**

The present lot is being sold for the benefit of the Omid Foundation,  
registered UK Charity No. 1115318

# Bonhams

AUCTIONEERS SINCE 1793



## Prints & Multiples

New Bond Street, London | 13 June 2019

### ENTRIES NOW INVITED

Closing date for entries 15 April 2019

### ENQUIRIES

+44 (0) 20 7468 8262  
luciatrosantafe@bonhams.com  
[bonhams.com/prints](http://bonhams.com/prints)

### ROY LICHTENSTEIN (AMERICAN, 1923-1997)

*Nude Reading*, from *Nudes*  
relief print in colours, 1994,  
signed, dated and numbered 59/60  
£60,000 - 80,000 \*



# Bonhams

AUCTIONEERS SINCE 1793



## Modern & Contemporary Art

New Bond Street, London | 27 June 2019

A new auction focusing  
on the Avant-Garde  
to the present day

### ENTRIES NOW INVITED

Closing date for entries 8 May 2019

### ENQUIRIES

+44 (0) 20 7468 8263  
itziar.ramos@bonhams.com  
[bonhams.com/contemporary](http://bonhams.com/contemporary)

### MEL BOCHNER (B. 1940)

*Blah, Blah, Blah*  
monoprint with engraving and  
embossment on hand-dyed  
Twinrocker handmade paper  
£3,000 - 5,000 \*

## 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* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price*  
25% of the *Hammer Price* above £2,500 and up to £300,000  
20% of the *Hammer Price* above £300,000 and up to £3,000,000  
13.9% of the *Hammer Price* above £3,000,000

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: 66-00-27  
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 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

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

## Taxidermy and Related Items

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



## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### Gemstones

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

### Estimated Weights

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

### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

#### 3. A diamond brooch, mounted by Kutchinsky

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

## 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

## 21. PICTURES

### Explanation of Catalogue Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

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

### Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

### DATA PROTECTION – USE OF YOUR INFORMATION

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



## 8 FAILURE TO PAY FOR THE LOT

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

## 9 THE SELLER'S LIABILITY

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

## 10 MISCELLANEOUS

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

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

## 11 GOVERNING LAW

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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

### 3 PAYMENT

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

### 4 COLLECTION OF THE LOT

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

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

### 5 STORING THE LOT

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

### 6 RESPONSIBILITY FOR THE LOT

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

<b>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	7.3.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	7.4	to terminate this agreement immediately for your breach of contract;	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	<b>8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	to retain possession of the <i>Lot</i> ;	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	8.1	to remove, and/or store the <i>Lot</i> at your expense;	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	8.1.1	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	8.1.2	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	8.1.3	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	8.1.4	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	<b>10 OUR LIABILITY</b>	10.1
7.1.8	8.2	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i> ) until all sums due to us have been paid in full;	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	8.2.1	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	8.2.2	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	<b>9 FORGERIES</b>	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
7.2	9.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.2	Paragraph 9 applies only if:
	9.2.1		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
	9.2.2		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
	9.2.3		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .



10.3.1 We will not be liable to you for any loss of *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'* saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

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

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

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

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

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

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

**"Stamp"** means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

**"Withdrawal Notice"** the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

**"Without Reserve"** where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

## GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

**"artist's resale right"**: the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

**"bailee"**: a person to whom goods are entrusted.

**"indemnity"**: an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

# Bonhams Specialist Departments

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## 19th Century Paintings London

Charles O' Brien  
+44 20 7468 8360  
New York  
Madalina Lazen  
+1 212 644 9108

## 20th Century British Art London

Matthew Bradbury  
+44 20 7468 8295

## 20th Century Fine Art San Francisco

Sonja Moro  
+1 415 503 3412

## Aboriginal Art Australia

Francesca Cavazzini  
+61 2 8412 2222

## African, Oceanic & Pre-Columbian Art Los Angeles

Fredric W. Backlar  
+1 323 436 5416 •

## American Paintings New York

Jennifer Jacobsen  
+1 917 206 1699

## Antiquities London

Francesca Hickin  
+44 20 7468 8226

## Antique Arms & Armour London

David Williams  
+44 20 7393 3807

## Art Collections, Estates & Valuations London

Harvey Cammell  
+44 (0) 20 7468 8340  
New York  
Sherri Cohen  
+1 917 206 1671  
Los Angeles  
Leslie Wright  
+1 323 436 5408  
Joseph Francaviglia  
+1 323 436 5443  
Lydia Ganley  
+1 323 436 4496  
San Francisco  
Victoria Richardson  
+1 415 503 3207  
Celeste Smith  
+1 415 503 3214

## Australian Art Australia

Merryn Schriever  
+61 2 8412 2222  
Alex Clark  
+61 3 8640 4088

## Australian Colonial Furniture and Australiana

+61 2 8412 2222

## Books, Maps & Manuscripts London

Matthew Haley  
+44 20 7393 3817  
New York  
Ian Ehling  
+1 212 644 9094  
Darren Sutherland  
+1 212 461 6531  
Los Angeles  
Catherine Williamson  
+1 323 436 5442  
San Francisco  
Adam Stackhouse  
+1 415 503 3266

## British & European Glass London

John Sandon  
+44 20 7468 8244

## British Ceramics London

John Sandon  
+44 20 7468 8244

## California & Western Paintings & Sculpture Los Angeles

Scot Levitt  
+1 323 436 5425  
Kathy Wong  
+1 323 436 5415  
San Francisco  
Aaron Bastian  
+1 415 503 3241

## Carpets London

Helena Gumley-Mason  
+44 20 8393 2615

## Chinese & Asian Art London

Asaph Hyman  
+44 20 7468 5888  
New York  
Bruce MacLaren,  
+1 917 206 1677  
Ming Hua  
+1 646 837 8132  
Harold Yeo  
+1 917 206 1628 •  
Los Angeles  
Rachel Du  
+1 323 436 5587  
San Francisco  
Dessa Goddard  
+1 415 503 3333  
Henry Kleinhenz  
+1 415 503 3336  
Daniel Herske  
+1 415 503 3271  
Lingling Shang  
+1 415 503 3207 •  
Amelia Chao  
+1 415 503 3397  
Hong Kong  
Xibo Wang,  
+852 3607 0010  
Australia  
Yvett Klein,  
+61 2 8412 2231

## Chinese Paintings Hong Kong

Iris Miao,  
+852 3607 0011

## Clocks London

James Stratton  
+44 20 7468 8364  
New York  
Jonathan Snellenburg  
+1 212 461 6530

## Coins & Medals London

John Millensted  
+44 20 7393 3914  
Los Angeles  
Paul Song  
+1 323 436 5455

## Entertainment Memorabilia London

Katherine Schofield  
+44 20 7393 3871  
Los Angeles  
Catherine Williamson  
+1 323 436 5442  
Dana Hawkes  
+1 978 283 1518

## European Ceramics London

Sebastian Kuhn  
+44 20 7468 8384

## European Paintings London

Charles O' Brien  
+44 20 7468 8360  
New York  
Madalina Lazen  
+1 212 644 9108  
Los Angeles  
Mark Fisher  
+1 323 436 5488  
Rocco Rich  
+1 323 436 5410

## European Sculptures & Works of Art London

Michael Lake  
+44 20 8963 6813

## Furniture and Decorative Art London

Thomas Moore  
+44 20 8963 2816  
Los Angeles  
Angela Past  
+1 323 436 5422  
Anna Hicks  
+1 323 436 5463

## Greek Art London

Anastasia Orfanidou  
+44 20 7468 8356

## Golf Sporting Memorabilia Edinburgh

Kevin McGimpsey  
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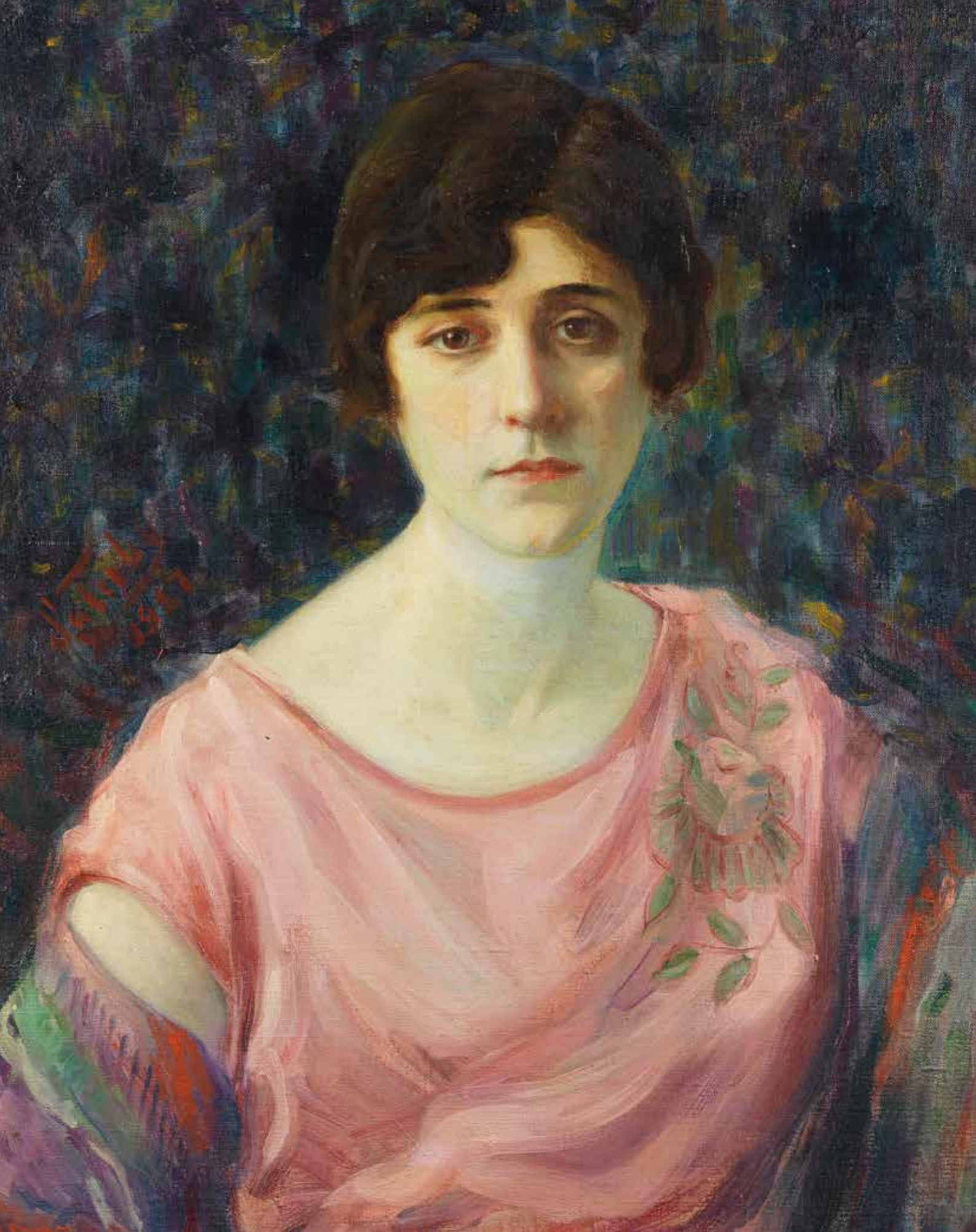
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