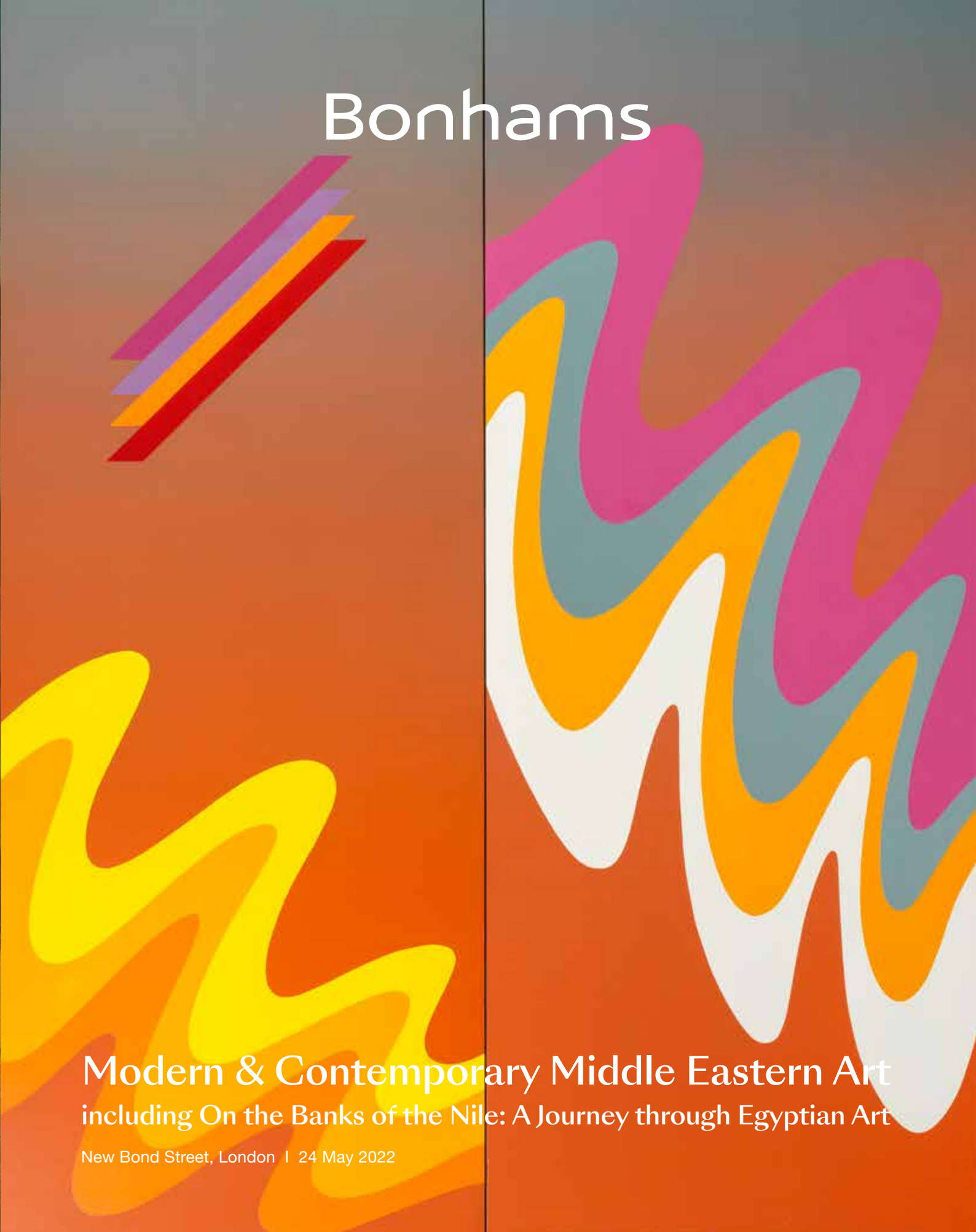


The background features a vertical line down the center. To the left of the line, there are four parallel diagonal stripes in purple, blue, orange, and red. To the right of the line, there are large, flowing, organic shapes in yellow, orange, pink, and teal. The overall color palette is warm and vibrant.

Bonhams

Modern & Contemporary Middle Eastern Art
including **On the Banks of the Nile: A Journey through Egyptian Art**

New Bond Street, London | 24 May 2022



Modern and Contemporary Middle Eastern Art including On the Banks of the Nile: A Journey through Egyptian Art

New Bond Street, London | Wednesday 24 May 2022 at 4pm

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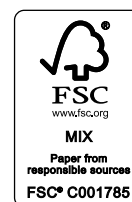
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London

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1 *

FATEH MOUDARRÉS (SYRIA, 1922-1999)

Flowers

oil on canvas, framed
signed "F. Moudarres" (lower right),
executed circa 1960s
50 x 40cm (19 11/16 x 15 3/4in).

£2,000 - 3,000

US\$2,600 - 3,900

€2,400 - 3,600

Provenance

Property from a private collection, Italy
Acquired directly from the Artist
Thence by descent to the present owner



2 *

FATEH MOUDARRES (SYRIA, 1922-1999)

Faces from the Mountains (wuju min al-jebel)

oil on canvas, framed

signed "Fateh Moudarres" and dated "1983" (lower right), further signed,

dated and titled "Faces from the Mountains" in Arabic on the verso,

executed in 1983

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

£3,000 - 5,000

US\$3,900 - 6,500

€3,600 - 6,000

Provenance

Property from a private collection, Beirut



3

BIBI ZOGBE (LEBANON, 1890-1973)

Cactus

oil on panel, framed
signed "Bibi Zogbe" (lower right) and signed
and titled "Cactus" on the verso,
executed circa 1940s
49 x 69cm (19 5/16 x 27 3/16in).

£7,000 - 10,000

US\$9,100 - 13,000

€8,400 - 12,000

Provenance

Property from a private collection, Buenos Aires



4

BIBI ZOGBE (LEBANON, 1890-1973)

Roses

oil on canvas, framed
signed "Bibi Zogbe" (lower right), signed,
dated "940" and titled "Rosas" on the verso,
executed in 1940
44.5 x 36.5cm (17 1/2 x 14 3/8in).

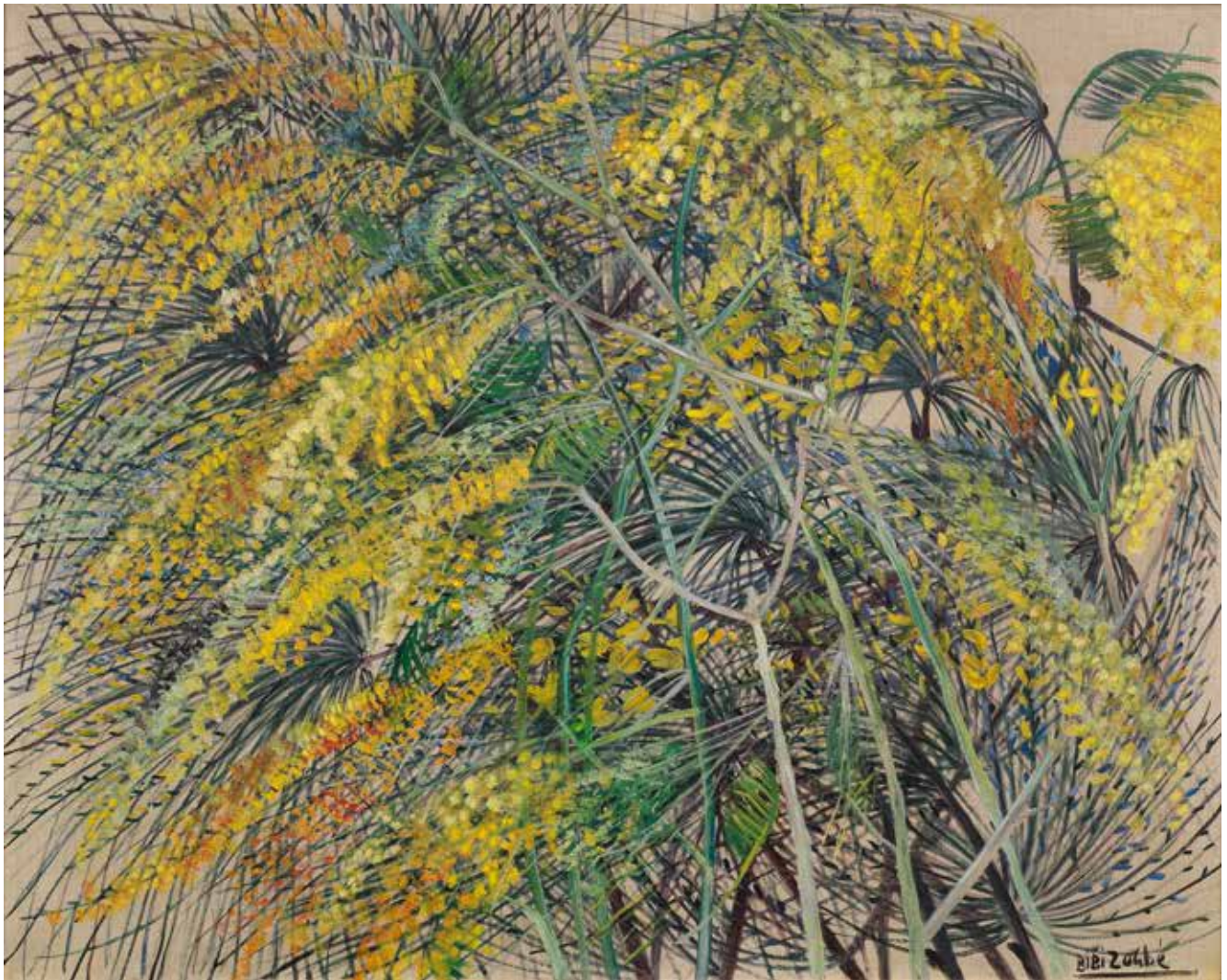
£5,000 - 7,000

US\$6,500 - 9,100

€6,000 - 8,400

Provenance

Property from a private collection, Buenos Aires



5 *

BIBI ZOGBE (LEBANON, 1890-1973)

Retamas Aromos

oil on canvas, framed

signed "Bibi Zogbe" (lower right), signed and titled

"Retamas Aromos" on the verso,

executed circa 1940s

80 x 100cm (31 1/2 x 39 3/8in).

£8,000 - 12,000

US\$10,000 - 16,000

€9,600 - 14,000

Provenance

Property from a private collection, Buenos Aires

“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



6 * AR

DIA AZZAWI (IRAQ, BORN 1939)

Untitled (No. 14)

oil on canvas

signed “Azzawi” in Arabic and English and dated “84” (lower left),
executed in 1984

92 x 71cm (36 1/4 x 27 15/16in).

£25,000 - 35,000

US\$33,000 - 46,000

€30,000 - 42,000

Provenance

Property from a private collection, Germany

Acquired directly from the Artist by the above in 1985

Exhibited

Hotel Meridien, Abu Dhabi, N°9, 1985

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

- Dia Azzawi



7 AR

DIA AZZAWI (IRAQ, BORN 1939)

Iraqi Poem

tapstry

executed in 1987

118 x 199cm (46 7/16 x 78 3/8in).

£8,000 - 10,000

US\$10,000 - 13,000

€9,600 - 12,000

Provenance

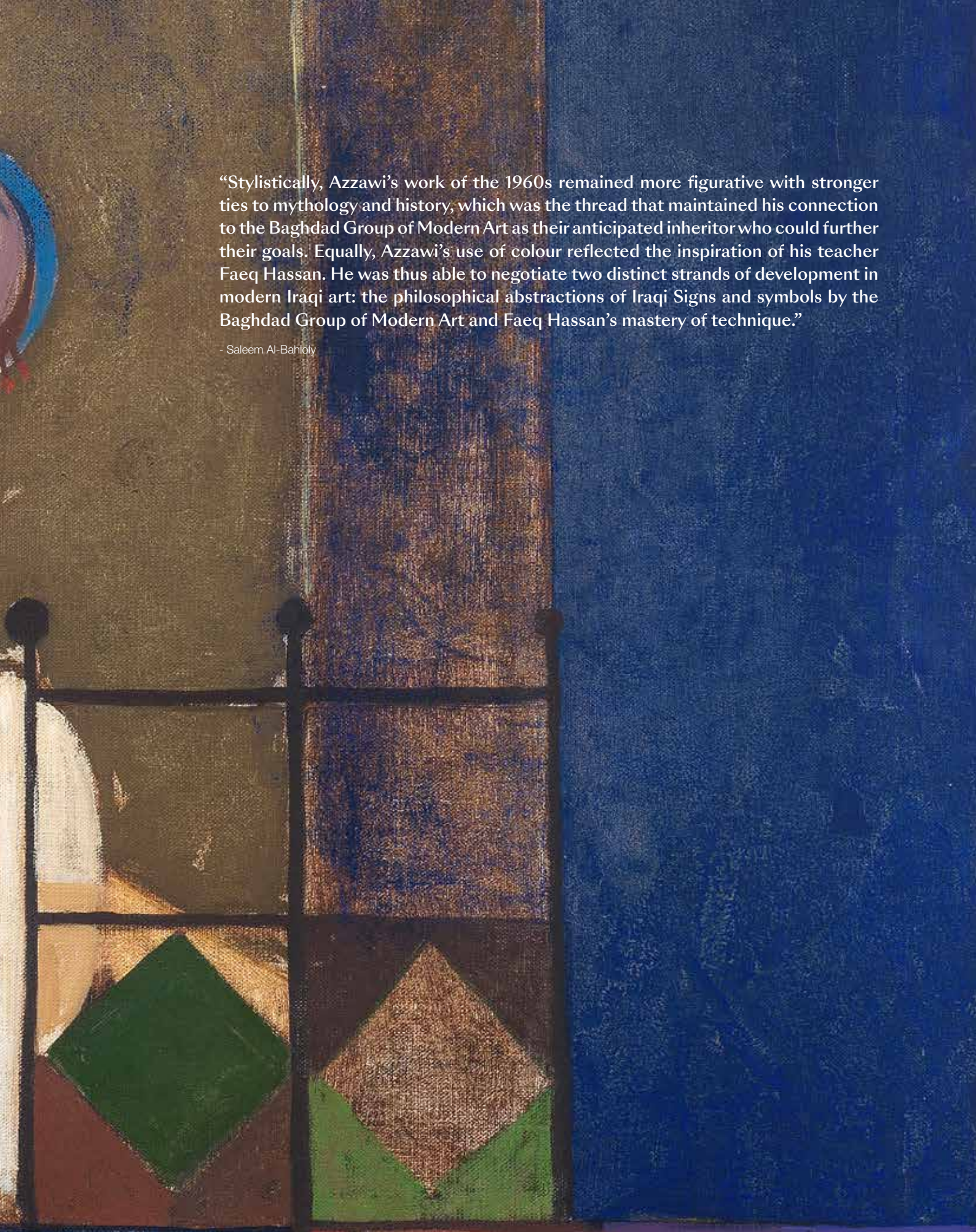
Property from a private collection, London

Acquired directly from the Artist by the above

Note

This work is accompanied by a certificate of authenticity from the Artist



An abstract painting featuring a large, textured blue field on the right. On the left, a vertical strip contains a grid of four squares. The top-left square is olive green, the top-right is dark blue with a fine texture, the bottom-left is a solid dark green, and the bottom-right is a textured brownish-gold. To the left of the grid is a vertical band of olive green, and to the far left is a sliver of white. In the top-left corner, a small circular motif with blue, pink, and red segments is visible.

“Stylistically, Azzawi’s work of the 1960s remained more figurative with stronger ties to mythology and history, which was the thread that maintained his connection to the Baghdad Group of Modern Art as their anticipated inheritor who could further their goals. Equally, Azzawi’s use of colour reflected the inspiration of his teacher Faeq Hassan. He was thus able to negotiate two distinct strands of development in modern Iraqi art: the philosophical abstractions of Iraqi Signs and symbols by the Baghdad Group of Modern Art and Faeq Hassan’s mastery of technique.”

- Saleem Al-Bahloly

g AR

DIA AZZAWI (IRAQ, BORN 1939)

Summer Nights

oil on canvas, framed

signed "Dia Azzawi" and dated "1968" in Arabic (lower right), further inscribed "Summer Night, Dia Azzawi, 1968, Iraq" on the verso, executed in 1968

100 x 80.7cm (39 3/8 x 31 3/4in).

£40,000 - 60,000

US\$52,000 - 78,000

€48,000 - 72,000

Provenance

Property from a private collection, London

Acquired directly from the Artist by the above

Exhibited

Exhibition of Paintings by Dhia Al Azzawi, The National Gallery of Modern Art, Baghdad, 1968

Gallery One, Dia Azzawi, Beirut, 1968

Published

Exhibition Catalogue, Exhibition of Paintings by Dhia Al Azzawi, The National Gallery of Modern Art, Baghdad, 1968

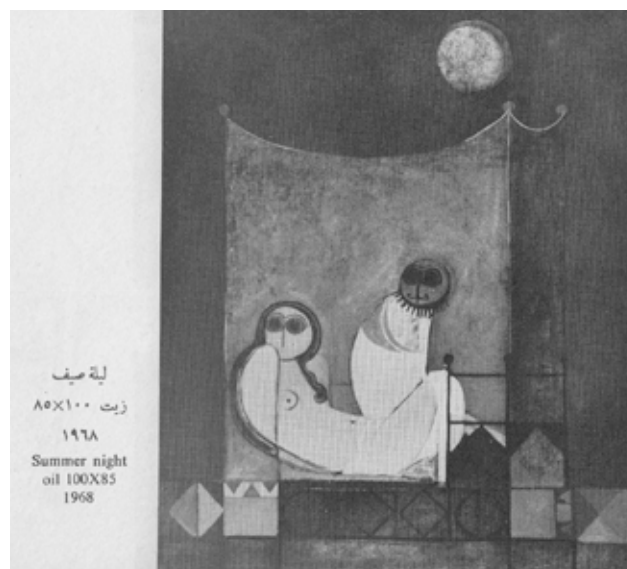
Exhibition Catalogue, Gallery One, Dia Azzawi, Beirut, 1969

Compositionally, "Summer Nights" is perhaps archetypal of the artistic milieu that Dia Azzawi was operating in during the mid to late 1960's, the work flawlessly expresses the aesthetic and conceptual agenda of the "Baghdad Group of Modern Art" which was founded by Jewad Selim and Shakir Hassan Al-Said. The Baghdad group was defined by an attempt to reconcile the grand visual legacy of the past within the contemporary cultural and nationalistic narrative of 20th century Iraq.

Mixing traditional Iraqi and Islamic motifs with a modernist visual language, Azzawi weaves a form of "folk modernism" which is both vernacular and universal. Focusing on recognisable ancient and local symbols, Azzawi's composition is stylised and simplified, almost creating an artistic caricature of Iraqi culture. Formative paintings within Azzawi's body of work, these would set the tone for his later contributions to the progress of Iraqi Modernism. Painted while the artist was still in his 20's, the works are stylistically sophisticated examples of a burgeoning modernist movement in Iraq.

In the present works the artist abstracts cultural iconography mixing Islamic and pre-Islamic motifs found in ancient rock reliefs, Islamic manuscripts, metalwork and creates a rich tapestry of varied meaning as a result. In "Summer Nights", heavily stylized figures with rounded faces and bulbous eyes reminiscent of ancient Mesopotamian totems recline in bed sympathetically in a scene reminiscent of the enchanting tales of the 1001 Nights.

Azzawi's abiding love and respect for the tonal characteristics of the natural world and for ancient Iraqi imagery shines through in this important early work, which echoes the formal approach and inimitable



The present work published in the Gallery One exhibition Catalogue, 1968

style of the 'New Vision' school of painting he would come to found in 1969. Azzawi typically incorporates structures and visual symbolism harking back millennia in his paintings, which is evident here in the pseudo-figurative form depicted in the composition, which recalls ancient Mesopotamian bass-reliefs and their mythological imagery.

Azzawi started his artistic career in 1964, after graduating from the Institute of Fine Arts in Baghdad and completing a degree in archaeology from Baghdad University in 1962. His studies of ancient civilizations and Iraqi heritage had a profound impact on his art, and a key objective in the early formation of his artistic style was to link the visual culture of the past to the present.

In 1969, Azzawi formed the New Vision Group (al-Ru'yya al-Jadidah), 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.

With exhibitions of his work held worldwide, including a landmark retrospective in 2017 at Qatar's MATHAF, his art features in the collections of some of the world's most prestigious museums and institutions. He is also regarded, in the tumultuous post-conflict climate of 2000s Iraq, considered to be the ultimate authority on modernist and contemporary art from the region.

g

NO LOT





10 AR

SUAD AL-ATTAR (IRAQ, BORN 1942)

Untitled (Lady in the Sun)

oil on panel, framed

signed "Suad Al Attar" in Arabic and English

and dated "1991" (lower right),

executed in 1991

16 x 20cm (6 5/16 x 7 7/8in).

£3,000 - 5,000

US\$3,900 - 6,500

€3,600 - 6,000

Provenance

Property from a private collection, London



11 AR

SUAD AL-ATTAR (IRAQ, BORN 1942)

Untitled (Lady with Flowers)

oil on panel, framed

signed "Suad Al Attar" in English and Arabic

and dated "1991" (lower right),

executed in 1991

16 x 20cm (6 5/16 x 7 7/8in).

£3,000 - 5,000

US\$3,900 - 6,500

€3,600 - 6,000

Provenance

Property from a private collection, London



12 AR

SUAD AL-ATTAR (IRAQ, BORN 1942)

Untitled (Lady with a Watermelon)

oil on canvas, framed

signed "Suad Attar" in Arabic and English

and dated "1991" (middle right),

executed in 1991

16 x 20cm (6 5/16 x 7 7/8in).

£3,000 - 5,000

US\$3,900 - 6,500

€3,600 - 6,000

Provenance

Property from a private collection, London

13 AR

RACHID KORAICHI (ALGERIA, BORN 1947)

Standing Tablet from the Salome series

glazed ceramic

signed "Rachid Koraichi" and dated "1991",

executed between 1991 and 1992

15 x 45cm (5 7/8 x 17 11/16in).

£25,000 - 35,000

US\$33,000 - 46,000

€30,000 - 42,000

Provenance

Property from a private collection, London

Exhibited

Institut du Monde Arab, *Contemporary Art Group Exhibition*, Paris, 1992

Leighton House Museum, *Rachid Koraichi, Clay, Silk, Paper & Steel* London, London, 1998

Barbican Centre, *Group Exhibition: Signs, Traces and Calligraphy*, London, 1995

We are delighted to have this magnificent work by the renowned Algerian artist Rachid Koraichi. This standing tablet formed part of his 'Salome' series, originally exhibited at the Pompidou Centre, Institut du Monde Arab in Paris and Leighton House Museum in London in the 1990s.

Rachid Koraichi uses a wide variety of symbols based on Arabic and Berber writings, magical number systems and Chinese and Japanese characters as well as cryptograms of his own invention. He works with a range of mediums including canvas, paper, ceramic, glass, metal and silk. He often produces works in a series of seven, or uses seven elements in his designs, relating to the Muslim cosmogony of seven heavens, seven planets, etc. His works form part of the collections of major museums in London, Paris, Tunis, Baghdad and Amman.

The art of calligraphy in North Africa stems from the significance of the written word of the Qur'an, the sacred scripture of Islam, believed to be the literal word of God. Various schools of style, as well as individual calligraphers can be traced back as far as the seventh century, the first century of Islam.

During the 18th and 19th centuries the introduction of printing brought about the demise of the professional scribe, but calligraphers remained highly regarded. By the 20th century the influence of Western languages created social and political tensions. By 1950 calligraphy became a symbol of cultural and political identity against colonialism. By 1960, the letterisme (hurrufiyyoun) movement flourished as 'painting by letters' became the dominant mode of artistic expression. By 1970 certain artists had transformed the traditional conventions of calligraphy into various abstract forms.



(Reverse)

“When I think about it, I realise that the initial project, was ‘Salome’ presented in 1990, in part at the Institut du Monde Arabe and in part at Beaubourg, Everything else came from that. A project created with Michel Butor. It was my first installation, already establishing a link between Judaism, Christianity and Islam, evoking passion in its absolute, up to the sacrifice of one’s own life, the passion for a woman that can lead one to kill one’s best friend. All the paroxysms come together: love, passion, sacrifice. All the ingredients are mixed together.”

- Rachid Koraichi



“The wave meant music and movement. It is communication in space, it represents continuity, the sky, a women’s sensuality, water and pulsating rhythm. Yet it is calm”

- Melehi



An abstract painting featuring large, flowing, organic shapes in a palette of orange, white, teal, pink, and brown. The composition is dynamic and non-representational, with the shapes overlapping and creating a sense of movement.

“Hard-edge painting made me rediscover the abstraction
inherent in Islamic art... Moroccan art was always hard edge”

- Melehi

A Monumental Dyptich By Melehi Shown At The Artists Landmark Exhibition In The Bronx Museum In 1984

14 *

MOHAMED MELEHI (MOROCCO, 1936-2020)

Croisé B

cellulose paint and lacquer on wooden panel, framed
signed and dated on the verso,

executed in 1984

200 x 120 cm (200 x 63 cm each panel)

£80,000 - 120,000

US\$100,000 - 160,000

€96,000 - 140,000

Provenance

Property from the distinguished collection of Mr AbdulMagid Breish

Exhibited

New York, The Bronx Museum of the Arts, Melehi: Recent Paintings,
December 1984-February 1985

Published

In Vested Interests: from Passion to Patronage, The AbdulMagid Breish Collection of Arab Art, Skira, 2020, page 78, illustrated
Melehi, Michel Gauthier, Skira, 2019, page 129, illustrated
Melehi: Recent Paintings, New York, The Bronx Museum of the Arts,
December 1984-February 1985

The present monumental diptych by Mohammed Melehi harks from one of the artists most celebrated periods and participated in his seminal Bronx Museum retrospective. When Mohamed Melehi: Recent Paintings opened at New York's Bronx Museum of the Arts in 1984, it was the first major solo exhibition in the US for an artist from North Africa.

A landmark in Melehi's artistic trajectory, Croise B represents an important confluence is Melehi's visual inspiration, which saw the artistic acknowledgement that avant-garde Western abstraction was in fact long predated by traditional, local patterns and geometric decorative schemes found in African and Eastern cultures

The resulting paintings blend Western geometric abstraction and Islamic art, and importantly pioneer Melehi's use of everyday paint materials such as cellulose that take inspiration from the craft culture of Morocco.

Melehi studied at the École des Beaux-Arts in Tetouan, Morocco before going to study abroad at the Ecole supérieure des Beaux-Arts Isabel de Hungria in Seville; the École supérieure des Beaux-Arts San Fernando in Madrid; the Academie des Beaux-Arts and the Istituto Statale d'Arte in Italy and the Ecole nationale des Beaux-Arts in Paris.

In 1964, Melehi returned to Morocco and became a professor of painting, sculpture and photography at the Ecole des Beaux-Arts of Casablanca from 1964 up until 1969 which was directed by Farid Belkahlia. Melehi, Belkahlia and Chebaa formed the Casablanca group with an exhibition in Rabat in 1966. In addition to new modernist style in their personal work was also known for a pedagogy that focused on rooting modernism in local visual culture.



Since the 1960s his body of work has been based around the recurrent motif of waves; the canvases are consistently hard-edged and optic abstractions. His lines are clean, the colours are clearly delineated and the brushstrokes and movements of his paintbrush are not visible. The waves themselves are often reconfigured, turned vertically to become flames, or cutting across the canvas on angle. The waves in his oeuvre have been linked to the waves on the beaches of Melehi's hometown Asilah.

He has stayed consistent but reconfiguring similar elements in his research into colour and form, while continually varying small details, orientation, and the colour combinations, as well as adding other abstract shapes or symbols. He has re-worked his waves in other mediums, such as a sculpture in Mexico in 1968 for the International Meeting of Sculptors, in posters and murals or integrated into architectural projects.

‘Sprayed in lacquer on wood panels, the motifs are geometrical and hard-edged: stripes, chevrons, crescents, disks and rippling bands all arranged in masses with Cubist disjunctions...the Berber art that has been Melehi’s main source of inspiration...virtually unknown in the United States, are distinctly African in character and very beautiful. Melehi is a witty and highly intelligent man, totally absorbed in Moroccan culture, which has been affected by all the major Mediterranean civilizations including Carthage, Crete and Egypt.’

- The New York Times, 1984



“The wave is force, strength of sensuality; it is water, it is fire. If you look through traditional African art, there is always a wave, and I took the wave many years ago as my alphabetic tool. I use it the way I wish to, and I wander through it. You can see that; I am happy with it. By the way, I actually concentrated my studies more in sculpture than in painting. I consider myself a painter afterwards. As you can no doubt notice, my work is very sculptural. The wave is a source of tension and energy for the mind, and for the body as well; it creates movement.”

- Mohammed Melehi

15

MOHAMED MELEHI (MOROCCO, 1936-2020)

Golden Days

oil on panel, framed

signed “Melehi” and dated “2007” on the verso,

executed in 2007

110 x 100cm (43 5/16 x 39 3/8in).

£30,000 - 50,000

US\$39,000 - 65,000

€36,000 - 60,000

Provenance

Property from a private collection, London

Formerly property from a private collection, Saudi Arabia





16

MOHAMED HAMIDI (MOROCCO, BORN 1941)

Untitled

mixed media on canvas

signed "Hamidi" and dated "06" (lower left),

executed in 2006

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

£8,000 - 12,000

US\$10,000 - 16,000

€9,600 - 14,000

Provenance

Property from a private collection, London

Acquired directly from the artist by the above

Exhibited

London, The Gallery at Cork Street, "Contemporary Moroccan Artists:
From Casablanca to Cork Street", 2008

Bonhams is delighted to present these superlative works by the Moroccan artist Mohamed Hamidi. Hamidi was part of the influential Casablanca Group and a founding member of the Moroccan Association of Plastic Arts, influential movements in decolonising modern art in Morocco.

He is known for colourful abstractions and semi-figurative works that evoke both erotic motifs and traditional symbols and patterns of African crafts.

After training at the Ecoles des Beaux-Arts de Casablanca, Hamidi left to France in the 1950s where he lead a bohemian life in Paris. in m1964, he earned a teaching degree in Monumental Art from the Ecole Nationale Supérieure des Beaux-Arts de Paris and became an assistant to the painter Jean Aujame in his mural studio.



17

MOHAMED HAMIDI (MORROCO, BORN 1941)

Untitled

mixed media on panel, framed

signed "Hamidi" (lower left) and signed and dated "06" on the verso,
executed in 2006

88 x 61cm (34 5/8 x 24in).

£6,000 - 10,000

US\$7,800 - 13,000

€7,200 - 12,000

Provenance

Property from a private collection, London

Acquired directly from the artist by the above

Exhibited

London, The Gallery at Cork Street, "Contemporary Moroccan Artists:

From Casablanca to Cork Street", 2008

Lots 18 & 19 :

Two Rare and Highly Significant 1960's Oil Paintings by Ibrahim El Salahi





“With the colours I was trying very hard to create something that appealed to the Sudanese public. You can almost smell the air and the dust in it. It’s the colour of the savanna, the desert. Apart from the Nile, there is not much green in Sudan. I was trying to create a work that reflects the country’s actual colours. I was keen to link it with people because I don’t think an artist should live in isolation from his audience. I tried to use what they appreciate: a dark brown, which is burnt sienna, and black. I just tried to be as close as possible to nature, and to the people I live with and love”

- Ibrahim El Salahi

18 AR

IBRAHIM EL-SALAH (SUDAN, BORN 1930)

Head I

oil, enamel and mixed media on canvas
signed “EL SALAH” and inscribed “Head I” on the verso,
executed circa late 1960’s
34 x 40cm (13 3/8 x 15 3/4in).

£40,000 - 60,000

US\$52,000 - 78,000

€48,000 - 72,000

Provenance

Property from a private collection, London

Acquired directly from the artist by the present owner’s aunt, circa late 1960’s

Note

The authenticity of the present work has been confirmed by the artist and the present work is accompanied by a Certificate of Authenticity

Bonham’s is immensely privileged to present two astounding 1960’s oil paintings by the doyen Sudanese modernism, Ibrahim El Salahi, the first canvas paintings by the artist to ever appear at international auction.

In Head I, Salahi weaves together the modernist visual language absorbed during his European studies with local colours and symbolism. A large, almost primitive head is seen interlaced with folk animal motifs, the most important of which is the bird, a powerful symbol with both personal and religious meaning for the artist. For Salahi, the bird represents artistic freedom, as well as the nomadic freedom of Sudanese tribal life. In its religious and Quranic interpretation, the Sufi’s believe that birds speak a mystical tongue which is said to be understood only by winged creatures as an indication of their favour in the eyes of the Divine.

Both works are painted in tar-like mixed media and enamel that would comprise Salahi’s signature technique upon the artist’s return to Sudan, representing the commencement of Salahi’s mature period. Salahi’s use of colour and media was very much a concerted effort on his part to reflect the tonal and environmental characteristics of his native land, and the artist notes of these series of works that you can “almost smell the air and the dust in them”

On this particular period of his oeuvre, Salahi states that he returned to Sudan “a conceited young artist fresh from London” but, “Over time I came to see that conditions in Sudan required a very different approach on the part of the artist... If I was to have a relationship with an audience, I had to examine the Sudanese environment, identify what it offered.... As an artistic resource...”. Accordingly El-Salahi stopped painting for two years embarked on a long and open ended exploration of “what kinds of art were shown, and therefore appreciated, in typical Sudanese homes and public places... I was amazed to rediscover the riches I had seen all around me during my childhood, and whose value and rich meanings I had for years abysmally failed to grasp”.



The artist in 1968

This search for a style culminated in the foundation a movement that became known as the Khartoum School, “hoping to fill the gap between the artist and his audience, the cumulative outcome of different historical, social and political factors, I began an experiment later called “the Khartoum School”. The common factor in the Khartoum School work was the abstract and representational symbolic potential of the Arabic letter”. Developed along with fellow artists such as Ahmed Shibrain and Kamala Ishag, the Khartoum school became then the foundational, visual language of Sudanese Modernism

Ibrahim Salahi is widely considered the founding father of Sudanese Modernism. In 1953 the Sudan government sent Salahi to the Slade School of Art for three years, where he specialised in painting and drawing. Returning to Sudan in 1957, Salahi taught for a number of years at the School of Fine and Applied Art, Khartoum Polytechnic, now Sudan University. UNESCO and Rockefeller Foundation scholarships gave him the opportunity to work and travel in the US twice in the 1960s. After a short period back in London as assistant cultural attaché at the Sudanese Embassy, in 1972 he became the Sudan government’s undersecretary for culture and information, a job which landed him in jail as a political prisoner, having been wrongly suspected of anti-government activities.

In 1977, he went into voluntary exile in the Gulf State of Qatar, where he worked as an adviser and translator for the government, and in the UK. He is now based in Oxford. Salahi’s work is held in several major institutions including The British Museum, London; The Museum of Modern Art, New York; The Metropolitan Museum of Art, New York, and Mathaf: Arab Museum of Modern Art, Doha

“To me the bird represents a sense of freedom. I am thinking of the people and their nomadic lives – they reject authority and they are all by themselves”

- Ibrahim El Salahi



“In the 1960’s I adopted a radically different style, a sort of free, spontaneous painting dependent mainly on line and very simple forms. They featured formations of ghostly human shapes against dark backgrounds and a limited colour scheme involving a kind of dry earth touch. The figures gazed serenely into hollow emptiness, completely absorbed, looking at and through me, as if trying to remind me, through their weird, perfect silence, of what I had failed to see”

- Ibrahim El Salahi

19 AR

IBRAHIM EL-SALAH (SUDAN, BORN 1930)

Untitled (Standing Figure)
oil on canvas, framed
inscribed “4” on the verso,
executed circa late 1960’s
30 x 16cm (11 13/16 x 6 5/16in).

£20,000 - 30,000

US\$26,000 - 39,000

€24,000 - 36,000

Provenance

Property from a private collection, London

Acquired directly from the artist by the present owner's aunt, circa 1990

Note

The authenticity of the present work has been confirmed by the artist and the present work is accompanied by a Certificate of Authenticity



Salahi at MOMA in New York, circa 1960's



“Mahmoud Said created an image of Egypt, as Goya created that of Spain, and Degas that of the ballerinas, and Seurat that of the circus”

– Marie Cavadia, Le Semaine Egyptienne, 31 January 1936

“Magic is renewable every day in his work”

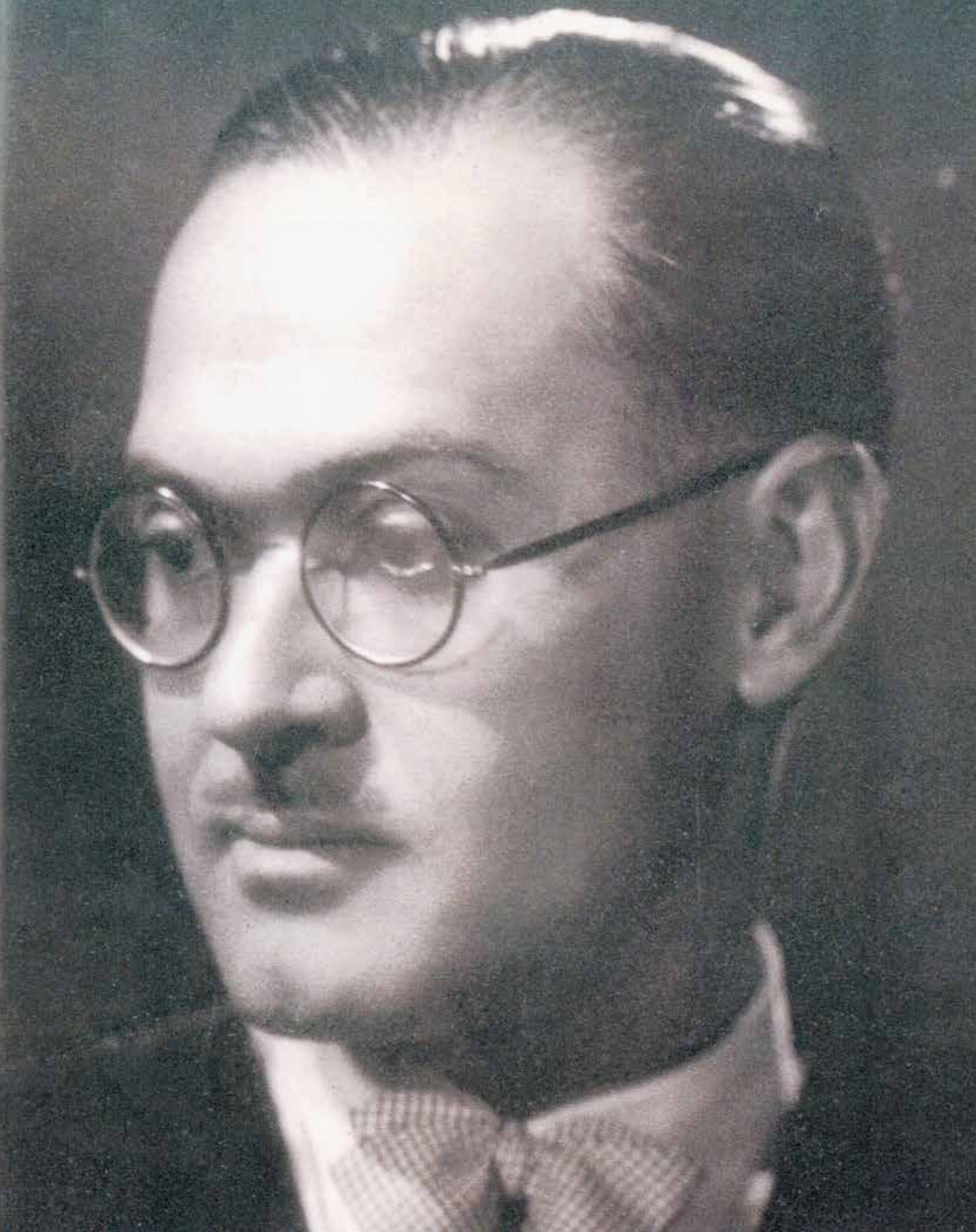
– Ramses Younan

“Mahmoud Said’s painting is Egyptian in the most precise meaning one can give to the word... In order to enjoy the paintings of Said, in order to feel the charm that emanates from his art, one must understand all that Oriental art encompasses in powerful subtlety”

– Ahmed Rassim, Shadow a Page from art Art, Cairo, 1936

“In the execution of Mahmoud Said’s portraits, an inner life makes itself known: a simple, rustic life which Mahmoud Said understands and which he gives expression to. Feelings: calm, serene, but intense, blossom from his subjects lips; through which pass, barely noticed, shadows of desire and regret. It is through their gazes, their long gazes, so laden with promise, that we sense exquisite outpourings of sensual tenderness”

– Marie Cavadia, Le Semaine Egyptienne, January 1936



“La Mise Au Tombeau (The Entombment)”

A Masterpiece By Mahmoud Said Described as “One Of His Most Striking Paintings” By The Artists Catalogue Raisonnee, Formerly On Loan To The Museum Of Fine Arts, Alexandria

20 *

MAHMOUD SAID (EGYPT, 1897-1964)

La Mise Au Tombeau (The Entombment)

oil on board, framed

signed and dated “M. SAID 1926” (lower left),

executed in 1926

57 x 75cm (22 7/16 x 29 1/2in).

£350,000 - 500,000

US\$460,000 - 650,000

€420,000 - 600,000

Provenance

Property from a private collection, Cairo

in the artists collection until 1964 (on loan to the Museum of Fine Arts of Alexandria in 1964),

With Nadia Mahmoud Said (the artists daughter), until at least June 1977,

Collection of Fazlulah Mirza, Cairo

Collection of Omar Koreish, Alexandria

Property from a private collection, Cairo

Acquired directly from the above by the present owner

Exhibitions:

Cairo, Premier Salon de la Chimere, Roger Brevals Studio, February 1927

Alexandria, Museum of Fine Arts, Mahmoud Said, 1960, No.40

Alexandria, Museum of Fine Arts, 1964, Mahmoud Said, No.126

Literature

Al Ahram, In the Egyptian Exhibition of the Chimere Group, Cairo, March 1927, p1

Ahmed Rassem, Un peintre pour les peintres, La Semaine Egyptienne, October 1927

La Semaine Egyptienne, January 1936 a, p. 21, illustrated

Ahmed Rassem, Mahmoud Said, Al Mahallah Al-Jadida, July 1936 a, illustrated

Ahmed Rassem, Mahmoud Said, The Painter, El-Zelaal: A Page from Art in Egypt, 1936 b, p43 illustrated

Exhibition Catalogue, Alexandria, Museum of Fine Arts, Mahmoud Said, 1960, No.40

Exhibition Catalogue, Alexandria, Museum of Fine Arts, 1964, Mahmoud Said, No.126

Dawastashy, Esmat. Mahmoud Said: Memorial Book on the Pioneer of Contemporary Egyptian Painting – On the 100th Anniversary of his Birth, Cairo: Ministry of Culture - The Cultural Development Fund. 1997, no. 40, illustrated

Al-Shafei, Rawya Ossama. Artist Mahmoud Said: An Artistic and Analytical Study. MA Thesis. Faculty of Fine Arts of Alexandria, 2012, illustrated fig 4

Note

The present work is included in the Artists Catalogue Raisonnee; Valerie Didier Hess and Hussam Rashwan,

Mahmoud Said: Catalogue Raisonne Volume 1, Paintings, Skira Editore, 2016, numbered P91



Bonhams are proud to present one of the most important and emotive works by the doyen of Egyptian art, Mahmoud Said, ever to come to the market. Described as one of the artists most “striking paintings” by the artists catalogue raisonné, and a work central to “shaping” the artists “core work” by critics at the time, *La Mise Au Tombeau*, painted in 1926, comes from a critical period in Said’s artistic development, when the artist was transitioning from academic portraiture and landscape painting to his signature empathetic renderings of Egyptian daily life.

Said’s stylized representations of Egyptian life, pronounced so touchingly in the present work, would later be regarded as the supreme expression of Egyptian artistic heritage in the twentieth century. The present work is widely recognised as his first painting with a religious or spiritual subject matter and sparked a period of creativity in the late 1920’s when the artists most significant and iconic paintings were produced.

Most likely depicting the famous Cairo necropolis (al-Qarafa), a sprawling centuries old cemetery home to elaborate tombs and mausoleums from the Mamluk and Fatimid empires, Said’s work is part of a long and illustrious tradition of Egyptian funerary art stretching back millennia when ancient Egyptian society had a distinct preoccupation with funerary rites and the afterlife.

Said however, identifies more immediate inspiration pointing to the Western canon of Christian entombment paintings and specifically the Flemish Primitive painters and Tintoretto, whose visual schema Said incorporates into a distinctly Egyptian scene imbuing a sense of heroism and grandeur to the suffering of his essentially anonymous characters

The present work comes to market with a distinguished provenance; originally in the collection of the artist’s daughter, it was on loan for a period to the museum of Fine Arts in Alexandria and exhibited there twice during Said’s major retrospectives in the 1960’s. Published in nearly a dozen books and journals, and exhibited on numerous occasions, *La Mise au Tombeau*’s immense significance is underscored by its extensive commentary in both contemporary and present sources.

Never before presented at auction, *La Mise au Tombeau* is an extremely rare example of a major narrative scene coming to market. With the majority of Said’s work held by institutions or in permanent collections, the current sale presents collectors with one of the few remaining opportunities to acquire a pivotal work by the artist.

“For the Primitive artist, the problem is not to conquer the form but rather to renounce form in favour of a spectacular orchestration of the figures and colours. *La Mise Au Tombeau* established the wave of Primitivism that shaped itself around Mahmoud Said’s core work.”

- Henri El Kayem, *La Revue du Caire*, No.43, Cairo, June 1942 pp.112

“The penetrating humanity of the Flemish Primitives had a strong effect on him, and one of his most striking paintings capturing this deep emotion was *La Mise au Tombeau*”

- Valerie Didier, Mahmoud Said, Catalogue Raisonne



“The penetrating humanity of the Flemish Primitives had a strong effect on him, and one of his most striking paintings capturing this deep emotion was *La Mise au Tombeau*. The expressive body language of the figures, depicted with such emotional intensity, communicates the tragedy of the scene and the characters’ distress in a similar way as achieved by Rogier van der Weyden in his renowned panel painting *the Descent of the Cross*.”

To some extent, Said’s entombment scene, which appears to be taking place in a Muslim cemetery, unmistakably in Egypt and most likely in Alexandria, can be viewed as the quintessentially Egyptian counterpart to the Christian representations of a scene from the Passion of Christ, that of the Entombment of Christ, as painted by Trecento and Quattrocento Italian masters such as Simone Martini and Giotto.

This particular biblical subject seems to have struck Said, as he wrote to Beppi Martin that although the “baroque” Venetian painters such as Verone and Tintoretto did not appeal much to him, Tintoretto’s interpretation of the Entombment of Christ that he saw in the *Capella dei Morti* in the church of San Giorgio Maggiore in Venice “caught my eye because of its wide range of colours, although subtle”.

Once again, Said innovatively adapted the traditional Christian iconography of Christ’s entombment by interpreting it with his very own Egyptian vernacular in *La Mise au Tombeau*, setting the scene in a familiar Egyptian environment with a sky invaded by his signature black birds, the messengers of death.

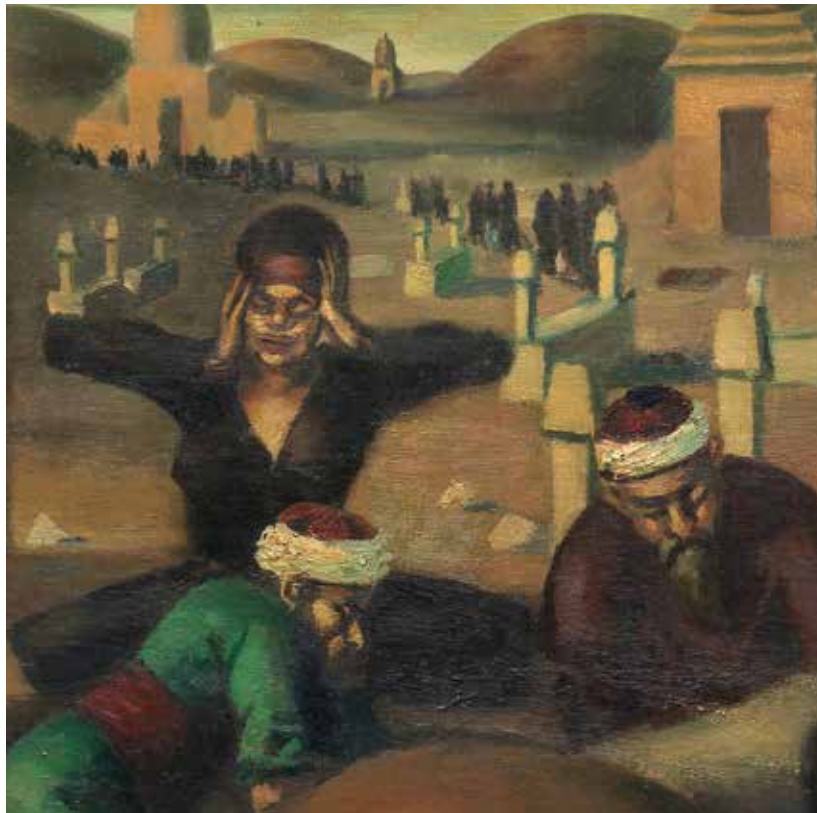
Rather than making it a “pastiche” of European Primitive art, that seemed to bother some art critics such as Jean Moscatelli, Said revolutionized the stylistic and iconographic Western conventions by answering them with a common yet emotionally charged scene of everyday life in Egypt”

Valerie Didier, Mahmoud Said Catalogue Raisonné, Vol 1, P.129





From top left: "Early Morning, Eid El Fitr" Ludwig Deutsch, "The Funeral" Edouard Manet, "The Entombment" Tintoretto, "The Entombment of Christ" Caravaggio, and "Cairo Necropolis", Prosper Marilhat.



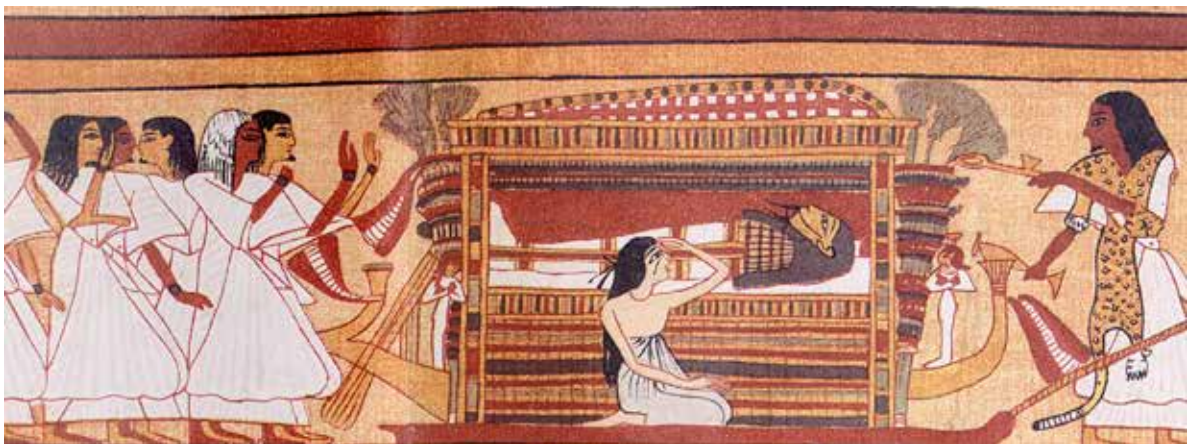
La Mise Au Tombeau is part of a long and illustrious tradition of Egyptian funerary art stretching back millennia when ancient Egyptian society had a distinct preoccupation with funerary rites and the afterlife

The funerary practises that Said depicts are principally Islamic, with the body wrapped in a white kafan prior to being buried, and the funerary procession leading from the mosque to the burial ground after the janazah (funerary prayers) have taken place

In addition to this, several unique elements of ancient Egyptian culture still permeate Egyptian belief; namely a belief that the soul of the dead visits the grave multiple times. The soul returns firstly on the third day and then consecutively seven, fifteen and forty days after death. Additionally, Egyptians believe that the soul will continue returning every Friday. Connecting that with Islamic beliefs, the spirit of the prophet also visits the grave in order to smell the aloe plant that is often found next to graves.

The most astonishing similarity, though, between ancient and modern Egyptian funeral practices, and one highlighted in Said's painting, is in regards to mourning. Specifically, after the one's death, their female loved ones take it upon them to become professional mourners.

Displays of grief could be very intense for both familial and professional mourners and Said's sympathetically rendered female figure exemplifies this. Almost identical lamentations took place during the funeral of Ramose, a vizier during the 18th Pharaonic Dynasty (around 1400BC) where contracted women were screaming loudly, weeping and tearing their clothes off



From top left: An late 19th century photograph of the Cairo Necropolis, "Isis Mourning Osiris" 18th Dynasty Terra Cotta Statue, Detail of a Funeral Procession from the Tomb of Ramose, A detail from the Book of the Dead depicting a Funeral Procession, 1275 BC





“What I am looking for is radiance rather than light. What I want is internal light, not surface light.... Surface light pleases for a minute or an hour while internal light captivates slowly, but once it appears, it imprisons us, it possesses us”

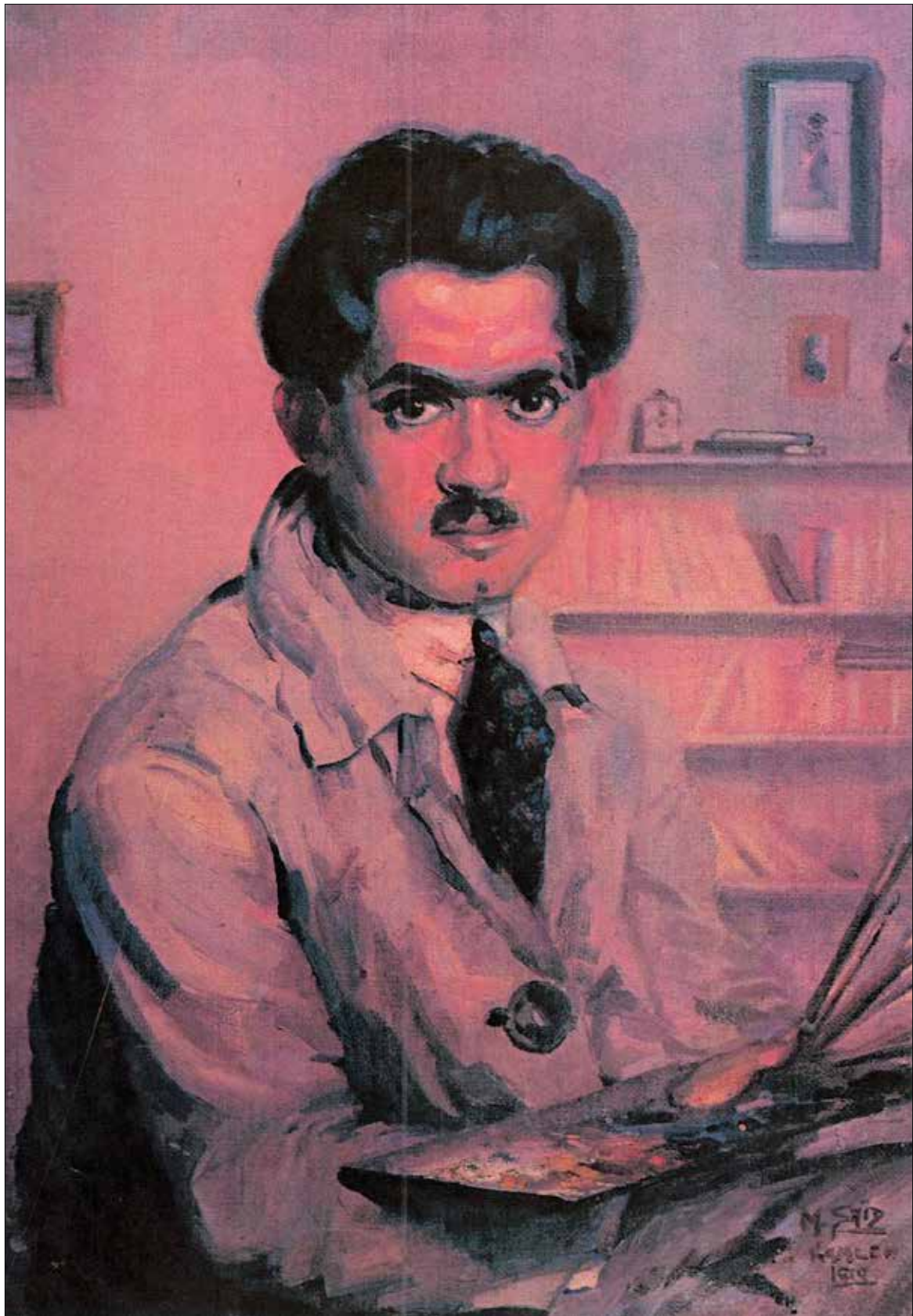
– Mahamoud Said, Letter to Beppi-Martin, 1927

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

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

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

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







21 *

MAHMOUD SAID (EGYPT, 1897-1964)

Nu couché au divan blue (*Nude Reclining on a Blue Couch*)

oil on panel, framed

signed "Mahmoud Bey Said" and dated "1938" and further inscribed

"Alexandria" on the verso,

executed in 1938

69 x 98cm (27 3/16 x 38 9/16in).

£120,000 - 150,000

US\$160,000 - 200,000

€140,000 - 180,000

Provenance

Ahmed Osman, Alexandria, gift from the artist

Dr Mohammed Said Farsi, Alexandria and Jeddah

sale Christies Paris, 9 November 2010 lot 64 (titled: Nu sur sofa vert)

Exhibited

Possibly Guezireh 1951 no. 114

Literature

Dawastashy, 1997, no. 208 icon in colour page 306

"Said's breath-taking nudes are unfathomable for a fils de famille and decidedly incompatible with the local traditions and Islamic religion. The modern yet timid Said seeks to exhibit a conscious play between stricture and desire for uninhibited freedom, in search for the "essence of womanhood". At a time when controversial polemics between progressives and traditionalists were on the rise, he managed to stop short of crossing the line into an impermissible eroticism and brought out a hungry fusion of inhibition and desire to shock our morality.

A crisis of orientation loomed in Egypt, tearing it apart between calls for separation of religion and state against calls for a revival of Egypt's Islamic and Arab roots. At the same time, Said painted the naked female body and undertook to shock a conservative nation that has just accused Taha Hussein, the Dean of Contemporary Arabic literature and pioneer of the enlightenment, of blasphemy.

Acting as a loud cry from the inner depth of an artist with conflictin desires, his intense nudes show a brutal determination to liberate the native woman and glorify her as a love goddess"

- Fatenn Mostafa Kanafani - A Legacy of Dichotomies: When the International Art Market Met the "Oriental Lord"

Mahmoud Said was profoundly inspired by the female form, facilitated by his social standing, his celebration of the female nude was a brave move that broke absolutely with Egyptian artistic traditions. To him and his artistic milieu the Egyptian peasant represented the liberal future of Egypt, but Said's nudes are the continuation of an earlier tradition drawing on nineteenth century European paintings romanticising the Orient.

Said presents his interpretation of the Odalisque, the mysterious female of the Arab world hidden behind veils, that so inspired European painters of the nineteenth century. This painting is part of a body of work steeped in an earlier, foreign style, but unlike its predecessors draws not on fantasy but on fact. These nudes are a type of romantic realism entirely unique to Mahmoud Said, a bold and remarkable celebration of the female form for his time and place.

Said reveres his sitter by focusing on her form, her pose, her skin and face. He paints her as she is, an Egyptian woman with characteristic full lips, high cheekbones and dusky skin. Unlike his European predecessors who would place milk-white European models in an Oriental context by draping them in exotic silks and surrounding them with Islamic carpets in a thrilling, almost scandalous, interpretation of the everyday, here the artist chooses to highlight the Odalisque's command of her own sensuality without sacrificing the romance of her character.





22

MAHMOUD SAID (EGYPT, 1897-1964)

Nude

pencil on paper, framed
signed "M. SAID" (lower right),
executed circa 1920s
25 x 19cm (9 13/16 x 7 1/2in).

£5,000 - 8,000

US\$6,500 - 10,000

€6,000 - 9,600

Provenance

Property from the collection of Nadia Mahmoud Said, Artist's daughter, Alexandria

Dr Hussam Rashwan acquired the work from the above in June 1977, Alexandria

Amal El Hussein acquired the work from the above in 1988)

Dr Mohsen Nour acquired the work from the above in Cairo

Illustrated

Mahmoud Said Drawing Catalogue Raisonné, edited by Dr. Hussam Rashwan and Valérie Hes, page 755



23 *

MAHMOUD SAID (EGYPT, 1897-1964)

Arbre dans une cour (*Tree in a Courtyard*)

pencil on paper, framed
signed "M.SAID" (lower left),
executed circa 1920s
26.5 x 19.5cm (10 7/16 x 7 11/16in).

£5,000 - 8,000

US\$6,500 - 10,000

€6,000 - 9,600

Provenance

Property from the collection of Nadia Mahmoud Said, Artist's daughter, Alexandria

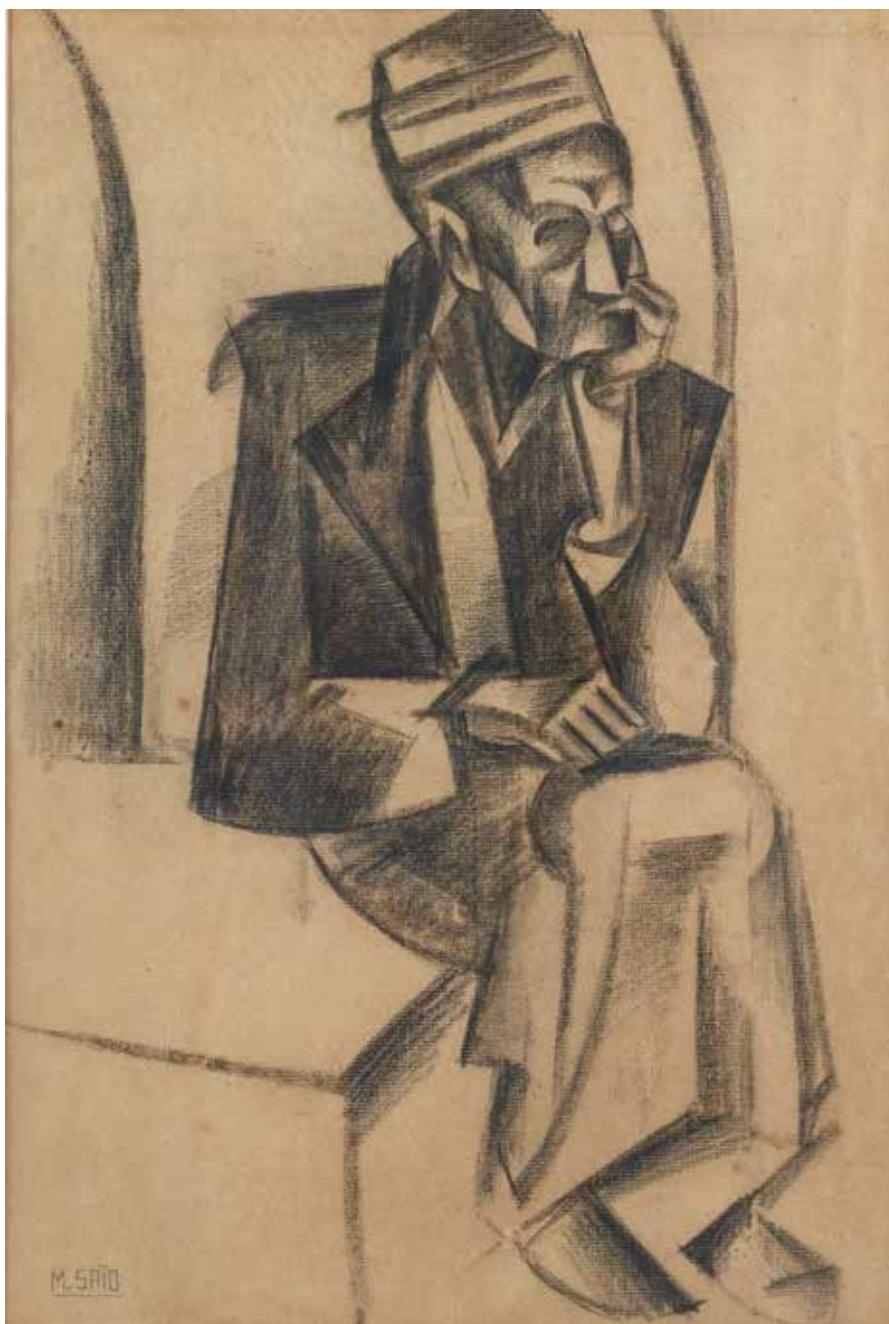
Dr Hussam Rashwan acquired the work from the above in June 1977, Alexandria

Amal El Hussein acquired the work from the above in 1988)

Dr Mohsen Nour acquired the work from the above in Cairo

Illustrated

Mahmoud Said Drawing Catalogue Raisonné, edited by Dr. Hussam Rashwan and Valérie Hes, page 752



24 *

MAHMOUD SAID (EGYPT, 1897-1964)

Vieux cheikh assis (Old Sheikh Seated)

charcoal on paper, framed

signed "M.SAID" (lower left),

executed in 1920s

46 x 27cm (18 1/8 x 10 5/8in).

£15,000 - 20,000

US\$20,000 - 26,000

€18,000 - 24,000

Provenance

Property from the collection of Nadia Mahmoud Said, Artist's daughter, Alexandria

Dr Hussam Rashwan acquired the work from the above in June 1977, Alexandria

Amal El Hussein acquired the work from the above in 1988)

Dr Mohsen Nour acquired the work from the above in Cairo

Illustrated

Mahmoud Saïd Drawing Catalogue Raisonné, edited by Dr. Hussam Rashwan and Valérie Hes, page 752

“I aim at painting people for the people”.

- Hamed Abdalla, quoted in Wall Street International, 2018

25 *

HAMED ABDALLA (EGYPT, 1917-1985)

The Family (A'elah)

oil on panel

titled and inscribed “no. 23” on the verso,

executed circa early 1950s

81.5 x 100cm (32 1/16 x 39 3/8in).

£12,000 - 18,000

US\$16,000 - 23,000

€14,000 - 22,000

Provenance

Property from a private collection, Paris

Exhibited

Paris, Galerie Marcel Bernheim, March 1956

Bonhams is honoured to present this lot by a prolific figure in Egyptian Modernism and the pioneer of the creative word, Hamed Abdullah. This painting Family was executed in the early 1950s, during the establishment of Nasser's government, where the working-class conditions were a key subject of concern in both cultural and political fields. Following the demand for a land reform, many farmers moved to the city to benefit from the economic boom. However, the development of urbanisation often obstructed agriculture, thus limiting their sources of income. The Egyptian Revolution of 1952 was a period of profound political, economic and societal change in Egypt that began on 23 July 1952 with the toppling of King Farouk in a coup d'état.

This empathetic and stylized representations of Egyptian daily life is pronounced so touchingly in the present work. Tender and ennobling in its portrayal of the dignified Egyptian working class family, the present work is evidence of an artist who captures the true spirit of the age in his penetrative renderings of the Egyptians and their everyday plight in the twentieth century. In Abdalla's work, the farmer and his family's freedom depend on their land, yet constantly threatened to see his land seized.

He was a self-taught artist from a modest peasant family of upper Egypt who gained recognition early in his life for this artist talent. At the age of 24 he had his first solo exhibition and from there showcased his works all over Egypt and was honoured a solo exhibition at the Museum of Egyptian Art in Cairo in 1949. Over the next decade he showcased his works worldwide and in 1956 he participated in a group exhibition at the Metropolitan Museum of Art in New York. He left Egypt to Denmark in 1956 and then moved to France in 1966.





26 *

RAMSES YOUNAN (EGYPT, 1913-1966)

Abstract Composition

mixed media on paper, framed

signed "R.Y." and dated "1945" (lower left),

executed in 1945

27 x 37cm (10 5/8 x 14 9/16in).

£8,000 - 12,000

US\$10,000 - 16,000

€9,600 - 14,000

Provenance

Property from a private collection, Lebanon



27 *

SYED ABDUL RASOOL (EGYPT, 1917-1995)

Untitled (Figure)

oil on cardboard

executed circa 1960s/1970s

68 x 48cm (26 3/4 x 18 7/8in).

£4,000 - 6,000

US\$5,200 - 7,800

€4,800 - 7,200

Provenance

Property from a private collection, Italy

Acquired directly from the Artist in the 1970s

Thence by descent to the present owner

28 *AR

ADAM HENEIN (EGYPT, 1929-2020)

Untitled

watercolour, ink, gouache on papyrus, framed

signed "Adam Henein" and dated "1975" in Arabic (lower right),

inscribed "Paris" on the verso,

executed in 1975

16 x 19cm (6 5/16 x 7 1/2in).

£2,000 - 3,000

US\$2,600 - 3,900

€2,400 - 3,600

Provenance

Property from a private collection, Paris

Acquired directly from the artist by the above, circa 1976-1977



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

- Adam Henein

29 AR

ADAM HENEIN (EGYPT, 1929-2020)

Owl

bronze

engraved “A.E” and numbered “I/IV”,

number 1 from an edition of 4,

executed circa 1960s

44 x 39cm (17 5/16 x 15 3/8in).

£25,000 - 50,000

US\$33,000 - 65,000

€30,000 - 60,000

Provenance

Property from the distinguished collection of Mr AbdulMagid Breish

Illustrated

Skira, *In Vested Interests: from Passion to Patronage, The AbdulMagid Breish Collection of Arab Art*, page 69

Bonhams are delighted to present this magnificent sculpture 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

During the 1960s, Adam Henein produced a number of sculptures of animals. Most likely inspired by funerary, ritualistic and relief sculpture from the ancient Egyptian period, when animals were revered. Henein chose to depict cats, dogs, horses and other creatures, including this solid and distinguished imagining of an owl.

Much like in ancient Egypt, Henein expresses physical characteristics with minimal lines, showing essential features with simple hints of wings, eyes and a beak. Despite the portly and sturdy, rounded sculpture adding a sense of weight to the owl, the smooth surfaces and clean lines create an air of elegance, the simplicity and refinement of which shows Henein's mastery of his chosen materials.



30 *

MAHMOUD MOUSSA (EGYPT, 1913-2003)

The Cat and the Snake

basalt

artist monogram on the base of the sculpture,
executed in 1978

25 x 28cm (9 13/16 x 11 in).

£6,000 - 10,000

US\$7,800 - 13,000

€7,200 - 12,000

Provenance

Property from the Artist's Estate

Flowing, expressive and prominent, 'The Cat & the Snake' is a wonderful depiction of friend and foe. The characters of the cat and the snake hark back to ancient Egyptian deities. In ancient Egypt the cats were praised as protectors of the home.

The goddess Mafdet was one of ancient Egypt's first deities worshipped by people seeking protection against dangerous animals such as snakes and scorpions. Depicted in a variety of fearsome feline forms, most frequently as a woman with the head of a lion, cheetah, or domestic cat. Mafdet was regarded as the defender of the home and kingdom. The relationship between cats and snakes was heavily documented throughout Egyptian history.



Charles K. Wilkinson (1897 – 1986), 'Cat Killing Serpent' (1920 CE)

This facsimile painting depicts a scene from Sennedjem's tomb (TT 1) in western Thebes' Deir el-Medina. Chapter 17 of the Book of the Dead is related to the cat killing the serpent. The original work was painted 1295 BCE.

We see the pharaonic revival style and aesthetic sensibilities that we associate with Moussa and the hallmark of twentieth century Egyptian sculpture. Moussa was the second generation of Egyptian sculptors. He was taught and influenced by Mahmoud Said and Mahmoud Mohktar, two of the great Egyptian painters and sculptors.

Moussa participated in several group exhibitions in Cairo and Alexandria including several appearances at the Alexandria Biennale. Moussa won the prize for sculpture in 1955 at the Alexandria Biennale.



31 *

MAHMOUD MOUSSA (EGYPT, 1913-2003)

The Goat

basalt

artist monogram on the base of the sculpture, executed in 1982

35 x 19cm (13 3/4 x 7 1/2in).

£7,000 - 10,000

US\$9,100 - 13,000

€8,400 - 12,000

Provenance

Property from the Artist's Estate



32 *

MAHMOUD MOUSSA (EGYPT, 1913-2003)

Fellah's Head

basalt

executed in 1973

17 x 13cm (6 11/16 x 5 1/8in).

£4,000 - 6,000

US\$5,200 - 7,800

€4,800 - 7,200

Provenance

Property from the Artist's Estate





33 *

HASSAN SOLIMAN (EGYPT, 1928-2008)

Still life

gouache and graphite on paper, framed

signed "Hassan Soliman" and dated "1991" in english and arabic (lower right),
executed in 1991

52.5 x 71cm (20 11/16 x 27 15/16in).

£1,500 - 2,500

US\$2,000 - 3,300

€1,800 - 3,000

Provenance

Property from a private collection, Lebanon



34 *

HASSAN SOLIMAN (EGYPT, 1928-2008)

Nubian Women

graphite on paper, framed

signed "Hassan Soliman" (lower center),

executed circa 1958

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

£2,000 - 3,000

US\$2,600 - 3,900

€2,400 - 3,600

Provenance

Property from a private collection, Lebanon

“From the second half of the 1960s, Eflatoun’s work transitioned to more pastoral subject matter, depicting the daily lives of women among fields of orange trees, for example. As she left the wretched and gloomy confines of prison behind and experienced freedom anew, Eflatoun’s palette changed. She started using less murky colours, and left open spaces in her paintings.”

35 *

INJI EFFLATOUN (EGYPT, 1924-1984)

Fellahin

oil on canvas, framed

signed and dated 1975

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

£15,000 - 25,000

US\$20,000 - 33,000

€18,000 - 30,000

Provenance

Property from a private collection, Cairo



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

- Hamed Nada cited in Whaatani Newspaper, 1 November 1959.

36 *

HAMED NADA (EGYPT, 1924-1990)

Nubian Girl

oil on board

signed “H.Nada” and dated “1960” (lower right),

executed in 1960

63 x 48cm (24 13/16 x 18 7/8in).

£25,000 - 35,000

US\$33,000 - 46,000

€30,000 - 42,000

Provenance

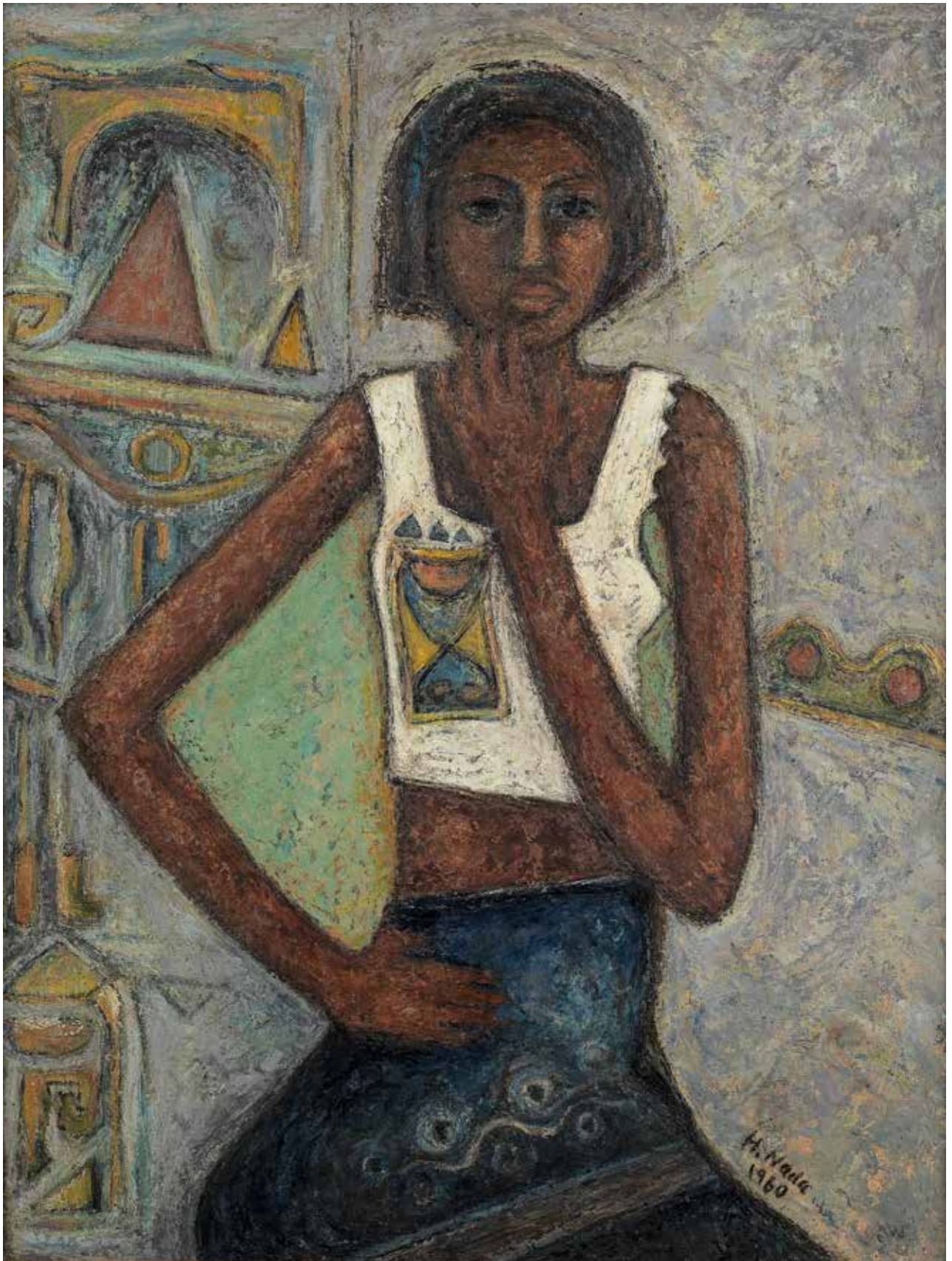
Property from a private collection, Cairo

Note

This work has been authenticated by the Artist’s son

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

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





37 *

AHMED MOUSTAFA (EGYPT, BORN 1943)

Alexandria, Past and Present

gouache on paper, framed

signed "Ahmed Mostafa" and dated "70" in Arabic (lower right),

executed in 1970

18 x 89cm (7 1/16 x 35 1/16in).

£6,000 - 10,000

US\$7,800 - 13,000

€7,200 - 12,000

Provenance

Property from a private collection, Alexandria



38 *

AHMED MOUSTAFA (EGYPT, BORN 1943)

Night Fishing

gouache on paper, framed

signed "Ahmed Mostafa" and dated "70" in Arabic (lower right),

executed in 1970

18 x 89cm (7 1/16 x 35 1/16in).

£6,000 - 10,000

US\$7,800 - 13,000

€7,200 - 12,000

Provenance

Property from a private collection, Alexandria

39 *

ASHRAF EL ZAMZAMI (EGYPT, BORN 1967)

Nubian Lady at Work

oil on canvas, framed

signed "A. El Zamzami" and dated "1998" (lower left), further signed,
dated and titled on the verso,

executed in 1998

80 x 90cm (31 1/2 x 35 7/16in).

£5,000 - 8,000

US\$6,500 - 10,000

€6,000 - 9,600

Provenance

Property from a private collection, Giza

Acquired directly from the Artist by the above in 2002

Bonhams is delighted to be presenting this powerful and enigmatic piece by Ashraf El Zamzami depicting the Nubian fellaha in her everyday plight. Egyptian women highly value personal adornment and it has been worn by all social classes for centuries. In this artistically unique and striking depiction, the Nubian woman is seen adorned with bold native jewellery and a headpiece. Despite her daily struggles, the artist focuses on elevating the status of the often-oppressed fellaha by enhancing her features and glorifying the position of the female worker in rural society. The iconic symbol of the fellaha was one of the earliest acts of support male artists gave to the Egyptian feminist movement in their recognition and celebration of the fellaha's contribution to society.

Ashraf Al Zamzami was born in Giza in 1967. He joined the Menia Faculty of Fine Arts where he obtained a bachelor degree in Painting in 1990. He gained recognition in the early 1990s and he participated in numerous solo and group exhibitions between 1998 and 2007. Zamzami took a step back from the artistic scene for nearly 10 years before he returned with a solo exhibition titled 'Loneliness' in 2019 and another one in 2020 titled 'Isolation' reflecting his state of mind during this period.



40 *

MUNIR FAHIM (EGYPT, 1935-1983)

Women of the Nile

oil on canvas, framed

signed "Munir Fahim" and dated "82" in Arabic and English (lower left),

executed in 1982

79 x 59cm (31 1/8 x 23 1/4in).

£6,000 - 10,000

US\$7,800 - 13,000

€7,200 - 12,000

Provenance

Property from a private collection, Alexandria

Acquired directly from the Artist by the present owner



A Monumental Nine Metre Quadtych By Omar El Nagdi Depicting The 2009 Gaza War

41 *

OMAR EL-NAGDI (EGYPT, 1931-2019)

Gaza

oil on canvas, four panels

signed and dated,

executed in 2009

250 x 900cm (98 7/16 x 354 5/16in).250 x 225 cm per panel

£250,000 - 450,000

US\$330,000 - 590,000

€300,000 - 540,000

Provenance

Property from the Artist's Estate

Exhibited

Arts-Mart Gallery, *Omar El Nagdi: Fragments of a Luminary* Cairo, February-March 2016











عادت العمار
الخميس لم
خطابنا ال
رنت
١٩٩١



This monumental and highly significant painting captures the unimaginable hardship, fear and anguish of the Palestinian civilians during the Gaza War which was also better known in the Muslim world as the Gaza Massacre. This three-week armed conflict between The Israeli Defence Forces and the Gaza Strip Palestinian paramilitary groups began on the 27th of December 2008 and ended on the 18th of January 2009 with a unilateral ceasefire. The unrelenting attack on Gaza resulted in over a thousand Palestinian and thirteen Israeli deaths.

Omar El-Nagdi found the persecution and the brutal assault on his Palestinian brothers and sisters deeply unsettling and distressing. The ongoing massacres by the Israelis, deeply affected the Egyptian artist and urged him to react to these monstrosities by impulsively expressing himself in this profound composition. Suffering has been an enduring theme in art for centuries, and the tradition of painting violence, pain and oppression has long been a source of expression for artists experiencing conflict.

The artist communicates a deep and painful reality; this painting serves as a reminder and reflections of Palestinian history and the ongoing struggle. The historic moment of the 1948 Palestinian exodus also known as the Nakba in Arabic led to the displacement of hundreds of thousands of children and the ongoing war left many casualties.

Towering and striking, the present work was painted two months after the conflict ended in 2009 and is one of the finest examples of the artist reacting almost concurrently to the world around him. A seminal piece of artistic activism, in the vein of some of the greatest recorded works in history like Picasso's "Guernica" and Goya's "Disasters of War". In his treatment of conflict, Nagdi clearly recalls Goya, whose set of 82 etchings were inspired by the scarring effect of the Franco-Spanish Peninsular War of 1807.

Whilst divergent in form and composition, what Nagdi absorbs from Goya is the jarred, fragmented aesthetic that reflects the tumult of wartime discord. Goya was said to capture scenes in "agonised haste", and accordingly, the idea of the turbulence of conflict depicted with a ghoulish, monster-like aesthetic is heavily incorporated in Nagdi's work. El-Nagdi transcribes literally the chaos of war, isolating each disproportioned figure onto the canvas yet bringing them all together through the agony expressed in their faces.



Ya no hay tiempo (There isn't time now) (1810-1820), Francisco Goya



Tampoco, from *The Disasters of War* series of 82 prints created between 1810 and 1820 by Francisco Goya

Hopelessness, grief and despair are apparent in the body language of the men, women and children seen in this work. His figures, or rather creatures, appear inhuman and resemble fictional characters rather than people, showing how the sufferings and torturing of war has stripped the bare of their humanity and dignity. Each movement, each body part and each facial expression screams out from the canvas; the hands reaching out in despair and the frightened bulging eyes of the helpless victims.



Pablo Picasso, *Guernica*, 1937, oil on canvas, 349.3 x 776.6 cm. Picasso made forty-five preparatory drawings and he worked on six versions of the canvas till he created the final version for the Paris International Exposition in July 1937

Omar El Nagdi 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 Dali. His works were soon after 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 excelled as a film director and music composer.

A multi-disciplinary artist, Nagdi worked 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 a 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.



Omar El Nagdi, the Artist.



42 *

OMAR EL-NAGDI (EGYPT, 1931-2019)

Untitled (Seated Figure)

oil on panel, framed

signed "Omar EL Nagdi" (lower right,

executed circa 1991

85 x 57cm (33 7/16 x 22 7/16in).

£8,000 - 10,000

US\$10,000 - 13,000

€9,600 - 12,000

Provenance

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



43 *

OMAR EL-NAGDI (EGYPT, 1931-2019)

Untitled (Man on Horse)

oil on panel, framed

signed "O El Nagdi" and dated "91",

executed in 1991

85 x 57cm (33 7/16 x 22 7/16in).

£6,000 - 8,000

US\$7,800 - 10,000

€7,200 - 9,600

Provenance

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



44 *

GAZBIA SIRRY (EGYPT, BORN 1925)

Flowers

oil on panel, framed
signed "Gazbia" in Arabic and English (lower left),
executed circa 1990's
58 x 58cm (22 13/16 x 22 13/16in).

£18,000 - 25,000

US\$23,000 - 33,000

€22,000 - 30,000

Provenance

Property from a private collection, Giza
Acquired directly from the Artist in the late 1990s

Gazbia Sirry is one of the many accomplished women artists who have made a mark in the Egyptian arts throughout the twentieth century. She stood out for her dedication to the individual freedom of the Arab woman through her fighting spirit

Sirry's ardent enthusiasm for innovation and her openness to international influences made her a vital contributor to the Contemporary Art Group in Cairo. A prolific painter, she has experimented with a range of styles. Her early works resembled illustrations inspired by children's colouring books. But she soon shifted to an Expressionist style in which her use of heavy impasto, quickly applied and violently scratched, explored a thematic revolving around the artist herself or groups of individuals and couples.



45 *

GAZBIA SIRRY (EGYPT, BORN 1925)

Humanity

oil on canvas, framed

signed "Gazbia" in Arabic and English and dated "96" (lower left),
executed in 1996

52 x 44.5cm (20 1/2 x 17 1/2in).

£18,000 - 30,000

US\$23,000 - 39,000

€22,000 - 36,000

Provenance

Property from a private collection, Alexandria

Acquired directly from the Artist by the above in the 1990s

"Notwithstanding the historical significance of her art—and the international recognition that has come with a record of seventy-five-plus one-woman shows across continents—Sirry is surprisingly under-studied, and her art is described predominantly in technical terms centered on "color." The quintessence of life and political statements, however, seems to have been ignored, if not entirely missed. Educated in Egypt and Europe, Sirry built one of the most influential careers in twentieth-century modern Arab art.

Divided into three overlapping phases, her paintings blur art and politics as they narrate the story of societies vacillating between triumph and defeat, dignity and humiliation, social justice and inequality. Sirry arguably birthed a new identity that makes no distinction between seeing and militancy. As she fluidly moved between styles, this "childless" grande dame became the national godmother to an entire nation"

- Fatenn Mostafa Kanafani



46

SALAH ABDEL KERIM (EGYPT, 1925-1988)

The Fish

mixed media on panel, framed

signed "S.A Karim" in English (lower left) and signed "Salah Abdel Kerim"

in Arabic (lower right),

executed circa 1960s

48.5 x 48.5cm (19 1/8 x 19 1/8in).

£6,000 - 8,000

US\$7,800 - 10,000

€7,200 - 9,600

Provenance

Property from a private collection, Cairo

The Meridian Hotel in Cairo commissioned the Artist to produce this artwork, 1970s



47 *

SALAH ABDEL KERIM (EGYPT, 1925-1988)

Two Pigeons

mixed media on panel, framed

signed "Salah Abdel Kerim" and dated "1960" in Arabic (lower left),

signed "S.A Karim" in English (lower right),

executed in 1960

68 x 49cm (26 3/4 x 19 5/16in).

£7,000 - 10,000

US\$9,100 - 13,000

€8,400 - 12,000

Provenance

Property from a private collection, Cairo

The Meridian Hotel in Cairo commissioned the Artist to produce this artwork, 1970s

48 *

MOHAMED SABRY (EGYPT, BORN 1983)

The Village

oil on canvas, framed

signed "M Sabry" and dated "21" (lower left),

executed in 2021

180 x 240cm (70 7/8 x 94 1/2in).

£6,000 - 8,000

US\$7,800 - 10,000

€7,200 - 9,600

Provenance

Property from the Artist's collection



49 AR

MARWAN KASSAB-BACHI (SYRIA, 1934-2016)

Syriana

oil on canvas, framed

signed "Marwan Kassab-Bachi" and dated "57" on the verso,
executed in 1957

39 x 51cm (15 3/8 x 20 1/16in).

£8,000 - 12,000

US\$10,000 - 16,000

€9,600 - 14,000

Provenance

Property from a private collection, London

We are proud to be showcasing this incredible 1950's work by the critically acclaimed contemporary Syrian artist simply known as Marwan. Seen by his peers as a master in the portrayal of portraiture, 'Syriana' shows the early years of the artist's development of expressive landscapes. This work is a key building block to his later works.

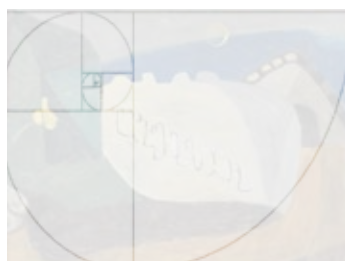
'Syriana' was produced early in Marwan's career when he was only 23 years of age, whilst studying at the Hochschule für Bildende Künste in Berlin. From this, Marwan was increasingly influenced by German expressionism. Artists such as Max Pechstein come to mind when viewing 'Syriana'. With German culture and arts surrounding Marwan, we see how themes and expressionist ideas inserted themselves into 'Syriana'.



Max Pechstein, 'Sunset over the Blue Bridge' (1922)

We see these compositional ideas of a flowing path moving from foreground to background, as it sweeps around an ominous structure sitting in the middle of the work. 'Syriana' starts hinting at the use of the golden ratio, which can be used as a key component within the composition of landscapes. It describes predictable patterns on everything from an atom to a sweeping landscape. We see how it was

used in the construction of 'Syriana'. The abstracted blocks of moss and phthalo greens balanced with a rich ultramarine blue set this path for the viewer to follow. Each segment of colour expresses Marwan's love and interpretation of the land.



Marwan Kassab-Bachi,
'Syriana', (1957)



Max Pechstein,
'Sunset over the Blue Bridge' (1922)

Marwan's work can be found in public collections worldwide, including the Centre Georges Pompidou, Paris; Städel Museum, Frankfurt am Main; Guggenheim Abu Dhabi; Darat al Funun, Amman; Staatliche Museen Preussischer Kulturbesitz, Berlin; National Museum Damascus; Tate Modern, London; British Museum, London; The Institut du Monde Arabe, Paris; Carnegie Museum of Art, Pittsburgh; Khalil Sakakini Cultural Center, Ramallah; Museum of Contemporary Art in Chicago and Barjeel Art Foundation Collection.



A Monumental Painting Of A Still Life By Manoucher Yektai

50 *

MANOUCHER YEKTAI (IRAN, BORN 1922)

Newspaper and Brushes
oil on canvas, framed
signed "Yektai" and dated "56" (lower middle),
executed in 1956
128 x 136cm (50 3/8 x 53 9/16in).

£40,000 - 60,000

US\$52,000 - 78,000

€48,000 - 72,000

Provenance

Property from a private collection, Los Angeles
Acquired from Poindexter Gallery, New York City, 1957

Exhibited

Poindexter Gallery, Manoucher Yektai, New York City, 1957

Bonhams have the rare honour of presenting one of the most formidable examples of Manoucher Yektai's inimitable and striking expressionist still life compositions rendered in a rare and magnificent cobalt blue palette

Monumental, powerful and enigmatic, "Still Life" exhibits all the lyrical intensity of Yektai's dramatic technique; an artist at the creative high point of his career, Yektai's 1950's work is exemplified by exhilarating lyric flurries of paint, thick rapier like strokes, and a virtuoso handling of impasto.

Unlike his later, more sombre, paired down still life compositions, like other works from the 1950's, the present work is imbued with a palpable sense of density and dynamism. Here we may notice the influence of action painting on Yektai's style with its powerful, energetic technique evident in the torrent of lush decisive strokes. This painterly looseness, however, is channelled within a well-contained, tight composition – the unlikely harmony of freedom and discipline writ large in paint.

Born in Tehran, Yektai is considered one of the unsung founders of the New York School of Abstract Expressionism. After an early encounter with Iranian painter Mehdi Vishkaei, Yektai decided almost overnight to become an artist, failing to show up for his school exams one morning and proclaiming that he was destined to be a painter.

Renowned for shunning easel painting, Yektai's habit of working his canvases from the floor stem from a painting session in the outskirts of Tehran in the 1930's, where he found himself unable to work with his canvas propped against a tree due to the wind, ending up finishing the composition on the ground, a method that would stay with him for his whole career, and one to which he attributes much of his dynamism and artistic freedom.

"Yektai wanted to render us conscious of our existence from second to second, of the joy of breathing, of the rapid changes of things"

- John Ashberry

"Around the mid 1950's, Yektai entered his present phase, a period of immense bravura, lyricism, power, directness and of a determined abstract commitment"

- Robert Pincus-Witten

Between 1945 and 1947, he studied with Amédée Ozenfant in Paris, France, and later in New York City. In 1951 and 1952 Leo Castelli brought some friends, including early Abstract-Expressionist painters, to see Yektai's New York exhibitions shows. Castelli introduced him to the 9th Street Club in 1951 and he soon became a friend of Rothko, Tobey, Guston, and others. In the mid-1950s he was included in classic group exhibitions of early Abstract-Expressionism at the Stable Gallery and elsewhere, with older generation artists such as DeKooning, Pollock, Newman, and Kline. From 1957 till 1965 he showed at Poindexter. With this background it would be easy to regard Yektai as a key member of the New York School.

In composition and technique, "Still Life, Framed" is a unique blend of the artists dramatic gestural style and the influence of the still life genre, and in particular the palette and textural quality of post-impressionists like Cezanne and Toulouse Lautrec. An artist that was a key member of one of the defining movements of twentieth century art, Yektai nevertheless demonstrated an artistic freedom and originality which set him apart from his peers

"His style, overrun by thick, torrential impastos as elegant as they are volatile, barely respects the shapes and edges of things. "nature" here suggests a movement that attracts the gestural propensities of the artist. ...there are so many exciting passages - particularly in the several tomato plants in which form and movement are as engaged as in his figures. Yektai continues to grow."

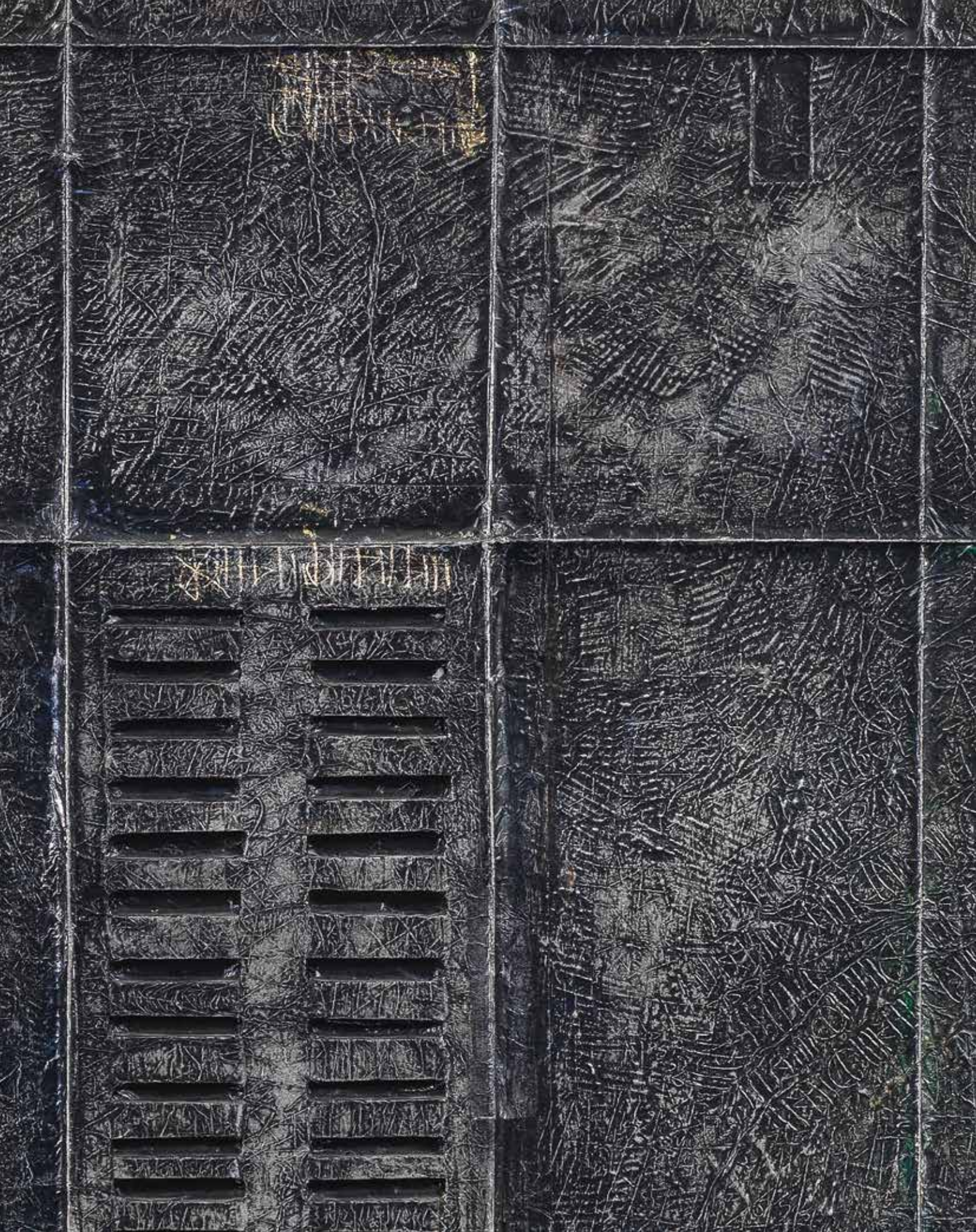
- Clement Greenberg





“Ten Powers, and nine spheres, eight heavens made He,
And planets seven, of six sides, as we see,
Five senses, and four elements, three souls,
Two worlds, but only one, O man, like thee.”

- Omar Khayyam



51 *

MASSOUD ARABSHAH (IRAN, 1935-2019)

Sacred Geometry

mixed media on canvas

signed "Massoud Arabshahi" (lower left and verso),

executed in 1986

127 x 116cm (50 x 45 11/16in).

£25,000 - 50,000

US\$33,000 - 65,000

€30,000 - 60,000

Provenance

property from a private collection, Los Angeles

Massoud Arabshahi was one of the key protagonists of the Iranian neo-traditionalist movement, and notably one of the only artists of his ilk to pursue their agenda through pure painting and not calligraphy. Fascinated by the textual, architectural and mathematical elements of traditional Persian imagery, Arabshahi's work is punctuated by motifs which carry strong metaphorical significance. All this is done with an unequivocally modern and wholly abstract aesthetic.

The severe, charcoal hue that Arabshahi employs in the present work recalls ancient Persian rock reliefs of the kind found at Persepolis, Behistun and Pasargade combined with interlaced metallic mesh forms often seen on tomb enclosures in Shi'ite shrines. The mixture of geometrical and angular shapes all contains esoteric significance for Arabshahi. An artist enraptured by the recurrence of symbols, his works are riddled with semiotic iconography: arc shapes denote the perfection of celestial geometry and abstract glyphs recall ancient Persian cuneiform, their indiscernibly a testament to the extinction of the culture that once gave them meaning.

For millennia human art has demonstrated the ability to reflect, narrate, and signify meaning through signs and symbols. Arabshahi's compositions ultimately remind us that regardless of the age we live in, or our varying modes of expression and communication, we all have the innate propensity to invest in symbols and images, elements of our collective consciousness uncapturable in words.



52

YAHYA YAGHI (LEBANON, 1943-1982)

The Bedouin Wedding

oil on panel, framed

signed "Y.Yaghi", dated "72" (lower right),

executed 1972

38 x 60cm (14 15/16 x 23 5/8in).

£3,000 - 5,000

US\$3,900 - 6,500

€3,600 - 6,000

Provenance

Property from the collection of Georges El-Zeenny, Beirut

Thence by descent to the present owner, London



53

SIRAK MELKONIAN (IRAN, BORN 1931)

Untitled

oil on canvas, framed

signed "S.Melkonian" and dated "1961" (lower right),

executed in 1961

69 x 97cm (27 3/16 x 38 3/16in).

£15,000 - 30,000

US\$20,000 - 39,000

€18,000 - 36,000

Provenance

Property from a private collection, USA

Exhibited

Contemporary Artist's of Iran, Headquarters of Saderat Bank, Tehran, 1961

In the early 1960's Melkonian began focusing more specifically towards abstraction in his work, and became a leading figure in the Iranian art scene, due to his successes at home and internationally. In 1961, Melkonian was part of the exhibition hosted at Saderat Bank in Tehran (alongside, Marcos Grigorian, Bijan Saffari, Sohrab Sepehri, Manucher Sheybani and Parviz Tanavoli) which drew the support and attention of Iranian arts patron Abby Grey.



Marcos Grigorian and Sohrab Sepheri at the Bank Saderat Exhibition in 1961



The present painting displayed in the Bank Saderat Exhibition in 1961





54

SIRAK MELKONIAN (IRAN, BORN 1931)

Untitled

acrylic on canvas

signed "S.Melkonian" and dated "2017" (lower left), further
inscribed "S.Melkonian, Dec-Jan 2017, SMA-17-001, Acrylic"
on the verso,

executed in 2017

210 x 136cm (82 11/16 x 53 9/16in).

Provenance

Property from a private collection, USA

£20,000 - 40,000

US\$26,000 - 52,000

€24,000 - 48,000



55 *

SIRAK MELKONIAN (IRAN, BORN 1931)

Abstract Landscape

oil on canvas, framed

signed "S.Melkonian" and dated "1973" on the verso,

executed in 1973

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

£15,000 - 25,000

US\$20,000 - 33,000

€18,000 - 30,000

56 *

SALIBA DOUAIHY (LEBANON, 1915-1994)

Abstract Composition

oil on canvas, framed

signed "Saliba Douaihy", further signed and dated "1981" on the verso, numbered I, the verso bearing the Brigitte Shehadeh gallery stamp, executed in 1981

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

£30,000 - 50,000

US\$38,000 - 63,000

€36,000 - 59,000

Provenance

Property from a private collection, Lebanon

Formerly with Galerie Brigitte Shehadeh, Paris

Exhibited

Galerie Brigitte Shehadeh, Saliba Douaihy, Paris, 1981

Bonhams are proud to be offering a superlative work from one of the leading Lebanese 20th Century artists Saliba Douaihy. Born in northern Lebanon within the small town of Ehden, Douaihy was seen as having a talent for the arts from an early age, which led to him being heavily encouraged to develop his craft. Douaihy's work transformed throughout his life, from early works following classical landscape paintings seen in Lebanese church pieces, to later works such as 'Abstract Composition' following ideas and themes from American Abstract expressionism and Formalism. His body of work involves radical changes and refined artistic instinct.

'Abstract Composition' from the series 'Hard Edge' is a rich minimalist work. Only four colours are found in the composition, Red, Blue, Yellow, and Green. Each colour is applied to the canvas in precise lines as geometric shapes. A leaf green segment sits above all other colours, engulfing the work. It leads the viewers eye to the outer edges of the work. Two rich segments of red and a single yellow shape act as barriers to either side of the green plane. A precise blue segment darts through the left-hand side cutting the outer red away from the yellow. The application of the paint within the simplistic composition can allude to a lack of perspective in some works. Here it does the opposite. Douaihy uses colour theory and precise geometric shapes to create the feeling of depth and dimension.

Douaihy was awarded a grant from the Lebanese government to study abroad. He studied in New York and was introduced to the energetic and modern art scene. This was an integral part to his

future themes and his 'Hard edge' series of abstract, minimalist paintings. Rothko and Hans Hoffman were important acquaintances as they were masters of colour theory, knowing how to extract depth from colour with very simplistic compositions. Douaihy became attuned to the ideas of formalism from his readings on Immanuel Kant. This inspired many parts of this work. These influences led to this dedication of hard-edged shapes depicted as flat surfaces. Douaihy's stance encapsulates the ideas and values that influence all later pieces by him. The painting demonstrates his mastery of the minimalist aesthetic as well as the two fundamental aspects in formalist painting: colour and shape.

'Abstract Composition' is truly a compositional masterpiece. Douaihy emphasises the compositional elements along with the purest idea of colour theory that creates the spectacular depth within this work. The work epitomises why he is a true pioneer of Arab Modernism.

Douaihy participated in many exhibitions including the Salon Des Artistes Francais, Paris (1934); the New York fair; the Guggenheim Museum; the Salons des Realites Nouvelle, Paris; the Pennsylvania Academy of Fine Arts and University Art Gallery, New York.

Douaihy won many prizes and awards. They included 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'Arte e del Lavoro (1980).







74/
Lenderovic

“To create a painting, I begin with the preliminary study, which consists of sketches on paper, followed immediately by the painting of letters and colouring on canvas... I am thus able to immediately express my spontaneous feelings on canvas. Sometimes I leave a canvas to work on another, this is like improvisation in music, for I treasure freedom more than anything else. I couldn't be what I am if I didn't have freedom to express my lyricism. I don't believe in teaching painting, since I do not believe that technical training is required to make one a great painter. Painting can be done with any tool or any piece of equipment, I believe all schools of fine art, all over the world, should be shut down”

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

57 *

CHARLES HOSSEIN ZENDEROU DI (IRAN, BORN 1937)

WHO'S WATCHING

oil on canvas

signed “Hossein Zenderoudi” and dated “74”,

executed in 1974

85 x 132cm (33 7/16 x 51 15/16in).

£70,000 - 100,000

US\$91,000 - 130,000

€84,000 - 120,000

Provenance

Property from a private collection, New York

Property from a private French collection

Charles Hossein Zenderoudi is one of Iran's most accomplished modern artists, as a founding father Iranian neo-traditionalism Zenderoudi is a master of blending traditional Persian motif's within a distinctly avant-garde aesthetic.

His choice of subject matter, calligraphy, has historically been the most established mode of formal artistic expression prevalent in Iran, but, by emphasising form over meaning, and by stripping the written word down to its aesthetic, structural, fundamentals, Zenderoudi subverts the traditional values of Persian calligraphy. Zenderoudi's text is intentionally illegible and carries no literal meaning, freeing it from the constraint of linguistic limitation, and imbuing it with a sense of universality which rescues the archaic practice of calligraphy from obscurity, giving it renewed relevance in a contemporary context.

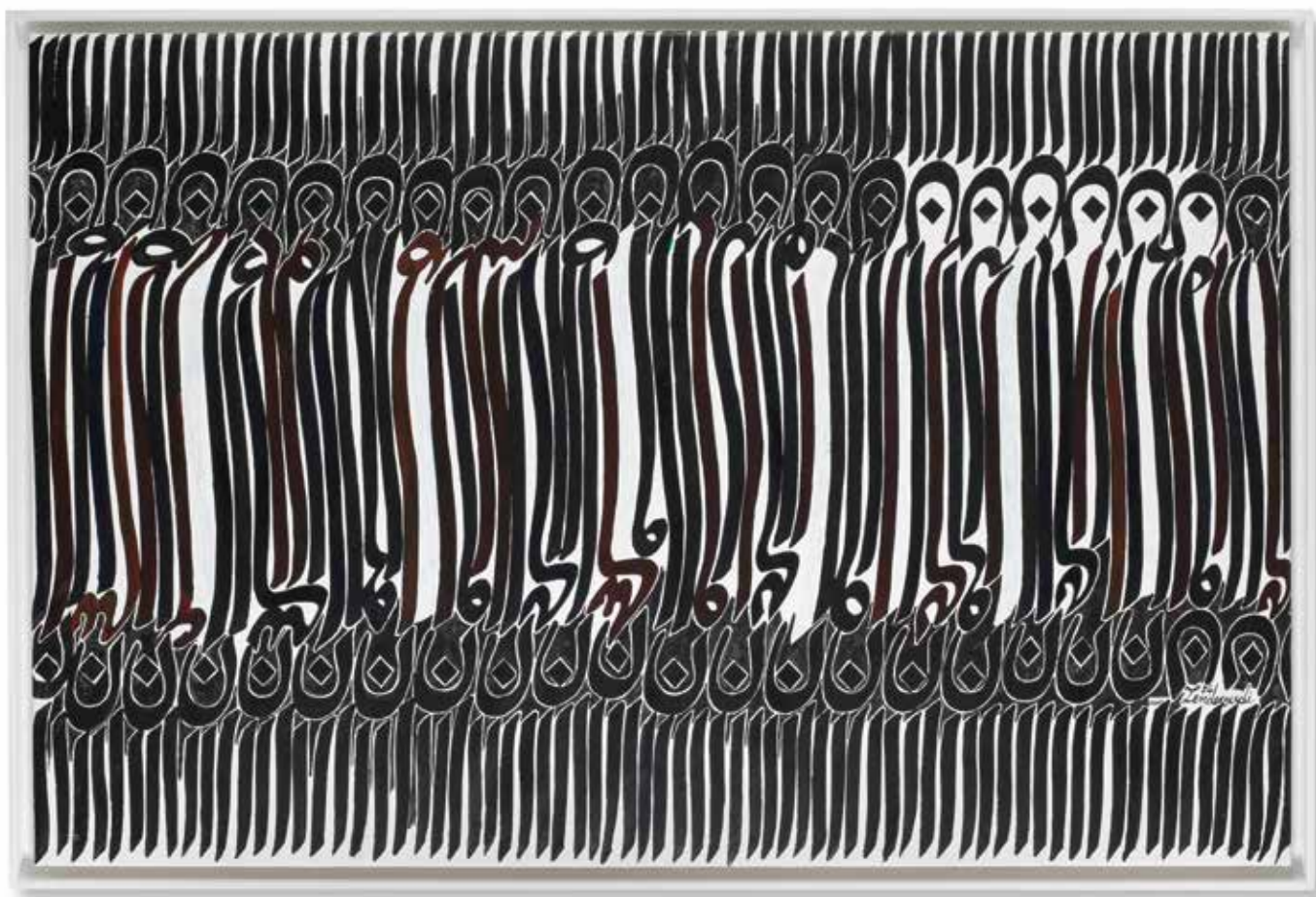
Zenderoudi's compositions pay homage to centuries of Persian religious imagery and employ a systematic repetition of letter-forms that finds its genesis in the mystical practice of Sufi numologists, who believed in the spiritual significance of singular letters and worked these principles into hugely intricate talismanic charts. Zenderoudi's methodical compositions, whilst not accurately following the grammar or axioms of numerology, capture the aesthetic and conceptual qualities of its cryptic nature.

Zenderoudi's early works focused on dense talismanic imagery, mixing iconography, freehand script and numerals. The density of these compositions sought to capture the visual intensity of popular religious expression in Iran, where banners, standards, altars, murals and mosques exuberantly adorn the urban landscape.

Works from the present series, composed in the 1970's, mark a shift towards a more avant-garde, patterned, technical and measured approach to calligraphy. The crowded iconography of the early works is replaced by a greater focus on singular and recurring letter-forms, which exhibit a formal refinement lacking in their earlier counterparts. The present work also marks a conceptual shift away from the more overtly traditional subject matters and more towards a pure, patterned aesthetic which emphasises the meditative and visual elements of letter depiction over their linguistic connotation.

Measured but spontaneous, technical yet effuse, Zenderoudi manipulates Persian calligraphy with effortless ease, boasting visual scope which faithfully captures the salient elements of Iran's traditional popular religious aesthetic. Rendered with the use of rich and vibrant colours, his canvases replicate the tonal and textural qualities of the votive art so common to the Iranian urban landscape.

Almost rhythmic in its grace, balance and composition, the present work is one of the finest examples of Zenderoudi's work from this period.



58 *

SLIMAN MANSOUR (PALESTINE, BORN 1947)

Beneath the Olive Tree

oil on canvas, framed

signed "S. Mansour" in Arabic and English, dated "07" (lower right),
executed in 2007

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

£25,000 - 50,000

US\$33,000 - 65,000

€30,000 - 60,000

Provenance

Property from the collection of the Bishara family, Amman

Bonhams is proud to present this rare painting by one of the most sought-after Palestinian artists Sliman Mansour. Mansour was born in 1947 and spent his childhood around the verdant hills and fields of Birzeit and then spent his adolescence in Bethlehem and Jerusalem. His childhood experiences left a significant mark on his work, heightening a sense of gradual loss in Palestine, notably after the occupation of the West Bank and Jerusalem in 1967. His early encounters also presented him with the symbols and images he would later use to preserve and highlight the Palestinian identity.

By using symbols derived from Palestinian life, culture, history, and tradition; Mansour uniquely illustrates Palestinians' resolve and connection with their land. His paintings epitomize art as a form of resistance. With orange trees, he represents land lost in the Nakba of 1948. With olive trees, he represents land occupied in 1967. With women wearing traditional embroidered dresses, he represents Palestinian land and the Palestinian revolution. With the landscape of

Palestine and its stone terraces, he represents the mark of Palestinian farmers on the land. With images of Jerusalem, and the glistening Dome of the Rock, he represents the Palestinian homeland and the dream of return.

Mansour has showcased his artwork at exhibitions worldwide, including: the Inaugural Exhibition, Institut du Monde Arabe, Paris 1987; "Occupation and Resistance," the Other Museum, New York 1990; the Sharjah Biennial, Sharjah 1995; "Seven Palestinian Artists," Darat al Funun, Amman 1997; "Made in Palestine," the Station Museum of Contemporary Art, Houston 2003; "Art Palestine," Meem Gallery, Dubai 2011; and "Abstraction and Calligraphy — Towards a Universal Language," Louvre Abu Dhabi in collaboration with Centre Pompidou, 2021. In 1998, Mansour received the Palestine Prize for the Visual Arts and the Grand Nile Prize At the Seventh Cairo Biennial. In 2019, he was awarded the UNESCO-Sharjah Prize for Arab Culture for his role in highlighting Palestinian and Arab cultures internationally.



59 *

LOUAY KAYYALI (SYRIA, 1934-1978)

Porteur (Al-Hammal)

oil on canvas, framed

signed "Louay Kayyali" and dated "1976" in Arabic (lower left)

further signed, dated and titled on the verso

executed in 1976

99 x 76cm (39 x 29 15/16in).

£50,000 - 70,000

US\$65,000 - 91,000

€60,000 - 84,000

Provenance

Property from a private collection, Dubai

Louay Kayyali is remembered as one of the most sought-after Arab artists of the Modernist era. We are delighted to be presenting an exquisite example of the artists tender and ennobling depictions of Syrian daily life.

Louay Kayyali was born in Aleppo, Syria in 1934. Kayyali received an art scholarship in 1956 to study at Rome's Academy of Fine Arts. He participated in numerous exhibitions and fairs during his time in Italy, including representing Syria along with Fateh Al Moudarres at the 1960 Venice Biennale.

In 1961, Kayyali returned to Syria where he took up a professorship at the Damascus Higher Institute of Fine Arts. After the Arab defeat in the Six-Day War with Israel in 1967, Kayyali abandoned painting due to depression. In the early 1970s, he returned to painting and began producing numerous paintings depicting everyday people from the streets of Syria's such as newspaper sellers, shoe-shiners, and the characters depicted in the present works.

"Porteur" is a prime example of Kayyali's mature period in which key characters from Syrian daily life come to the forefront. In this body of work, Kayyali highlights the protagonist's struggle and vividly captures how political upheaval affected the Syrian population's demeanour, shaping a culture and society that led to poverty and societal marginalization. Kayyali conveys a mixture of empathetic admiration and sad affection for his poor but noble subject matter.

These mesmerizing portraits dispense with superfluous detail and articulate the softness and vulnerability of Kayyali's subjects. Melancholy, resignation and solitude best characterise much of Kayyali's work after the 1967 war and the sentiments of political failure in Syria and the Arab world in general. His paintings externalized the pressing humanitarian and political issues that surrounded him. Kayyali's powerful depictions of ordinary people are characterized by strong fluid lines that define the figures and the absence of extraneous detail.





60 *

LOUAY KAYYALI (SYRIA, 1934-1978)

Girl with the Black Cat

oil on canvas, framed

signed "Kayali" and dated "63" (lower left), further signed, dated, titled

and stamped by the Syrian Arab Republic Ministry of Culture and

National Guidance on the verso,

executed in 1963

96 x 46cm (37 13/16 x 18 1/8in).

£20,000 - 30,000

US\$26,000 - 39,000

€24,000 - 36,000

Provenance

Property from a private collection, USA

Acquired from a Private Estate, Minnesota, 2016

Acquired directly from the artist by the previous owner



61 *

LOUAY KAYYALI (SYRIA, 1934-1978)

Chiesa

oil on canvas, framed

signed "Kayali" and dated "1960" (lower right), further inscribed "To Fiammetta with such sympathy, Louay Kayyali, Roma, 1960" on the verso, executed in 1960

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

£20,000 - 30,000

US\$26,000 - 39,000

€24,000 - 36,000

Provenance

Property from a private collection, Rome

Gifted by the Artist to the aunt of the present owner, circa 1960s, Rome

Thence by decent to the present owner



62 *

FATEH MOUDARRES (SYRIA, 1922-1999)

Untitled

oil on panel, framed

signed "Moudarres" and dated "1961" (lower right),
executed in 1961

69 x 50cm (27 3/16 x 19 11/16in).

£3,000 - 5,000

US\$3,900 - 6,500

€3,600 - 6,000

Provenance

Property from a private collection, Italy

Acquired directly from the Artist

Thence by descent to the present owner



63 *

FATEH MOUDARRES (SYRIA, 1922-1999)

My Mother

oil on canvas, framed

signed "F Moudarres" and titled on the verso "My Mother",
further inscribed " Ill Pittura (Gentilini) (Via Campagnano
55 La Tomba di Nerone Roma) Titolo Mia Madre" on the verso,
executed circa early 1960s
80 x 60cm (31 1/2 x 23 5/8in).

£8,000 - 12,000

US\$10,000 - 16,000

€9,600 - 14,000

Provenance

Property from a private collection, Italy

Acquired directly from the Artist

Thence by descent to the present owner

A HIGHLY SOUGHT AFTER AND INTACT FULL SET OF DIA AZZAWI'S MU'ALLAQAT

64 AR

DIA AZZAWI (IRAQ, BORN 1939)

The Seven Golden Odes (The Mu'allaqat)
silkscreen print in eight parts in original folio and case
each print signed "Dia Azzawi", titled and dated "1978" in Arabic,
each print numbered 43/60,
executed in 1978
Each print: 103 x 72 cm (8)

£15,000 - 25,000

US\$20,000 - 33,000

€18,000 - 30,000

Provenance

Property from the collection of Alecto Editions

1. Introduction
2. Mu'allaqat Imru Al Qayess
3. Mu'allaqat Lubid Ibn Rabia
4. Mu'allaqat Tarafa Ibn Al Abd
5. Zuhair Bin Abi Sulma
6. Mu'allaqat Antarra Ibn Shaddad
7. Mu'allaqat Amr Ibn Kalthoum
8. Mu'allaqat Al Hareth ben Halza

Spectacularly detailed, rich and intricately worked, Bonhams presents a rare, intact and unopened full set of Dia Azzawi's famed Muallaqat prints; a homage to a group of seven long Arabic poems that are considered some of the defining literary works of the pre-Islamic era. The name means The Suspended Odes or The Hanging Poems, the traditional explanation being that these poems were hung on or in the Ka'ba at Mecca. The name Mu'allaqāt has also been explained figuratively, as if the poems "hang" in the reader's mind.

The Hanging Odes

In the eighth century, Hammad al-Rawiya—Iraq's last reciter of tribal poetry—compiled these timeless Hanging Odes. Hammad al-Rawiya, last of the true rawis or reciters of tribal poetry, was renowned among the newly urbanized Arabs of Damascus and Baghdad for declaiming poems he had heard recited by the Bedouin of the Arabian heartland. In the latter half of the eighth century he put together a collection of seven remarkable poems known collectively as the Mu'allaqat, or Hanging Odes.

The Hanging Odes have always been shrouded in mystery. Legend tells that in the sixth century, some years before the rise of Islam, the poems were transcribed in letters of gold on the finest Egyptian linen and suspended from the Ka'ba in Mecca as trophies during the Sacred Months of Peace, when the Bedouin laid down their arms and went on their annual pilgrimage to the fairgrounds of 'Ukaz, near Mecca. Rival clans mingled in the marketplace, and, when not feasting or buying and selling wares, gathered round as the rawis swayed and pitched their lines to the rapt audience.

*"Oh you long night! Will you not yield to the dawn?
Though daylight, like the night.. bears its share of worries
What an interminable night you are! As if the stars were
bound to the mountains by the tightest of chords... or as
though the Pleiades were hung, unmoving in their place by
ropes tied to solid rock"*

- Muallaqat I

The image of pagan poetry hung from the holy shrine of the Ka'ba serves to bind the ancient world of desert lore to Islam, and the poets themselves — Imru al-Qays ("the Vagabond Prince"), Tarafa ("the One the Gods Loved"), Zuhair ("the Moralist"), Labid ("the Man with the Crooked Staff"), Antara ("the Black Knight"), Amr Ibn Kulthum ("the Regicide"), and Harith ("the Leper") — have passed into legend, each lapped in a vast oral tradition.

The Mu'allaqat are the most famous — and among the earliest — examples of the qasida (commonly translated as "ode"), a form that frequently runs to some hundred and twenty lines. The term may derive from the root qasada, meaning "to aim" or "go forward," or else from qasar, "to break," in reference to the mandatory division of the line into two rhythmically equal halves — a binary thrust and parry not unlike the alliterative line in Anglo-Saxon verse.

The seven Mu'allaqat, and also the poems appended to them cover a vast array of topics. Tarafa's long, for example, anatomically exact description of his camel was a charming representation of the importance of this domesticated beast in the daily life of the Bedouins. In the Mu'allaqat of 'Amr and Harith we can read the haughty spirit of the powerful chieftains, boastfully celebrating the splendors of their tribe. The other poems are fairly typical examples of the customary qasida, the long poem of ancient Arabia, and bring before us the various phases of Bedouin life. In the Mu'allaqat of 'Antara, whose heroic temperament had overcome the scorn with which the son of a black slave-mother was regarded by the Bedouins.

Azzawi's illustrated depiction of the Muallaqat is one of the most vibrant and richly composed examples of the artist's fascination with Iraq and the Arab world's pre-Islamic history and its influence on contemporary visual culture.



65

AHMED CHERKAOUI (1934-1967)

Bunte Abstraktion (Colourful Abstraction)
pastel chalk on cardboard, framed
executed circa 1960's
27 x 35cm (10 5/8 x 13 3/4in).

£8,000 - 12,000

US\$10,000 - 16,000

€9,600 - 14,000

Provenance

Property from a private collection, UAE

A prominent modernist artist in North Africa, Ahmed Cherkaoui drew on a spectrum of signs, colours and shapes derived from the folk art and national heritage of Morocco. The calligraphy he learned at Quranic school and his mother's traditional Amazigh tattoos that he encountered at a young age both formed part of his artistic visual language. Later in his artistic career he was heavily influenced by artists such as Roger Bissière and Paul Klee, and the Art Informel movement.

After studying graphics at the École des Metiers d'Art de Paris from 1956 to 1959, Cherkaoui spent a year at Warsaw's Academy of Fine Arts in 1961 and held his first solo show in Paris at the Atelier de Lucienne Thalheimer. Cherkaoui used a range of materials that included surfaces such as burlap. His attention to tactility, colour, line and shape hint at the essential elements of different sign systems. He has had group and solo exhibitions in France, Sweden, Belgium, Spain, Morocco, Tunisia including retrospectives at the Institut du Monde Arabe and the Salon de Mai in Paris.

66

NO LOT



67 AR

IBRAHIM EL-SALAH (SUDAN, BORN 1930)

The Resurrection

giclée print on paper, framed

signed and dated, number 3 from an edition of 9,

executed in 2009

80 x 200cm (31 1/2 x 78 3/4in).

£15,000 - 20,000

US\$20,000 - 26,000

€18,000 - 24,000

Provenance

Property from the distinguished collection of Mr AbdulMagid Breish

Published

Skira, In Vested Interests: from Passion to Patronage, The AbdulMagid Breish Collection of Arab Art, page 206

Ibrahim El-Salahi is one of the defining figures of African and Arab Modernism, a reputation that was recognised in the 2013 retrospective at Tate Modern, London, Ibrahim El-Salahi: A Visionary Modernist. Born in Omdurman in Sudan, El-Salahi now lives and works in Oxford, United Kingdom.

A significant work in Ibrahim El Salahi's oeuvre, The Resurrection was commissioned by Mr Abdulmagid Breish, and is directly inspired by discussions between the artist and collector about eschatological verses in the Qur'an, and the Islamic view of the end of the world.

This monumental mural depicts an imagined panoramic scene from the 'Day of Resurrection', when it is believed that all living beings will rise up for God's ultimate judgment. Every part of the foreground and background of this triptych is bursting with people, and the other creatures, gathering under the grey, desolate sky. They sit and stand, chained, naked and in varying states of confusion, desperation and fear, with the tense and raw atmosphere enhanced by the stark black and grey tones. Despite this, there is also a feeling of calm acceptance, in which they wait together as a community for their fate. This recent masterpiece has been made into a limited edition of nine digital prints, smaller than the original.





68 *

NARGESS HASHEMI (IRAN, BORN 1979)

Untitled (Aghd)

permanent black marker on transparent plastic sheet over mixed media layer

executed in 2010

140 x 190cm (55 1/8 x 74 13/16in).

£5,000 - 8,000

US\$6,500 - 10,000

€6,000 - 9,600

Provenance

Property from a private collection, Abu Dhabi

Location

Bonhams, New Bond Street, London



69 *

REZA DERAKSHANI (IRAN, BORN 1952)

A Taste of Time

acrylic on canvas, framed

signed "Reza Derakshani 07" (on the verso),
executed in 2007

120 x 230cm (47 1/4 x 90 9/16in).

£12,000 - 20,000

US\$16,000 - 26,000

€14,000 - 24,000

This beautiful painting is a classic example of the multi-talented and globally celebrated artist, poet, musician and writer Reza Derakshani's complex and spiritually-inclined practise. A dramatic composition, this single canvas invokes Derakshani's fondness for symbolic iconography including trees, leaves, earth and the animal world. Derakshani's delicate use of gold leaf and spindly, expressionist lines of paint delineate a mythic beast that dominates the canvas with its hulking, dark mass.

In Derakshani's work, Persian myth, symbolism and visual metaphors are frequently employed within poetic and questioning narratives. In this work of considerable formal power and emphatic composition, Derakshani finds new harmonies and dissonances between light and shade and creates compelling tensions on his canvas which radiate a quiet, potent spirituality.



70

ISMAEL FATTAH (IRAQ, 1934-2004)

Male Form

ink on paper, framed

signed "Ismail Fattah" in Arabic and English (lower left) and dated "88",

executed in 1988

100 x 68cm (39 3/8 x 26 3/4in).

£12,000 - 16,000

US\$16,000 - 21,000

€14,000 - 19,000

Provenance

Property from a private collection, London

Acquired directly from the Artist by the above



71

ISMAEL FATTAH (IRAQ, 1934-2004)

Man and Woman

bronze

stamped with artists monogram, numbered "617", dated "1975" (lower right)
and stamped, numbered and dated on verso,
executed in 1975

37 x 44 x 22cm (14 9/16 x 17 5/16in).

£8,000 - 12,000

US\$10,000 - 16,000

€9,600 - 14,000

Provenance

Property from the Artist's Estate



72 *

SAMIR SAYEGH (LEBANON, BORN 1945)

Hub (Love)

acrylic on board

signed "Samir Sayegh", dated "2016",

titled "Hub" and further inscribed

"acrylic on board, 100x100" on the verso,

executed in 2016

100 x 100cm (39 3/8 x 39 3/8in).

£6,000 - 10,000

US\$7,500 - 13,000

€7,100 - 12,000

Provenance

Property from a private collection, Lebanon

73 *

SAMIR SAYEGH (LEBANON, BORN 1945)

Hub (Love)

pigmented giclee print on hahnemuhle canvas

signed "Samir Sayegh" in Arabic on the verso,

executed circa 2020

100 x 166cm (39 3/8 x 65 3/8in).

£3,000 - 5,000

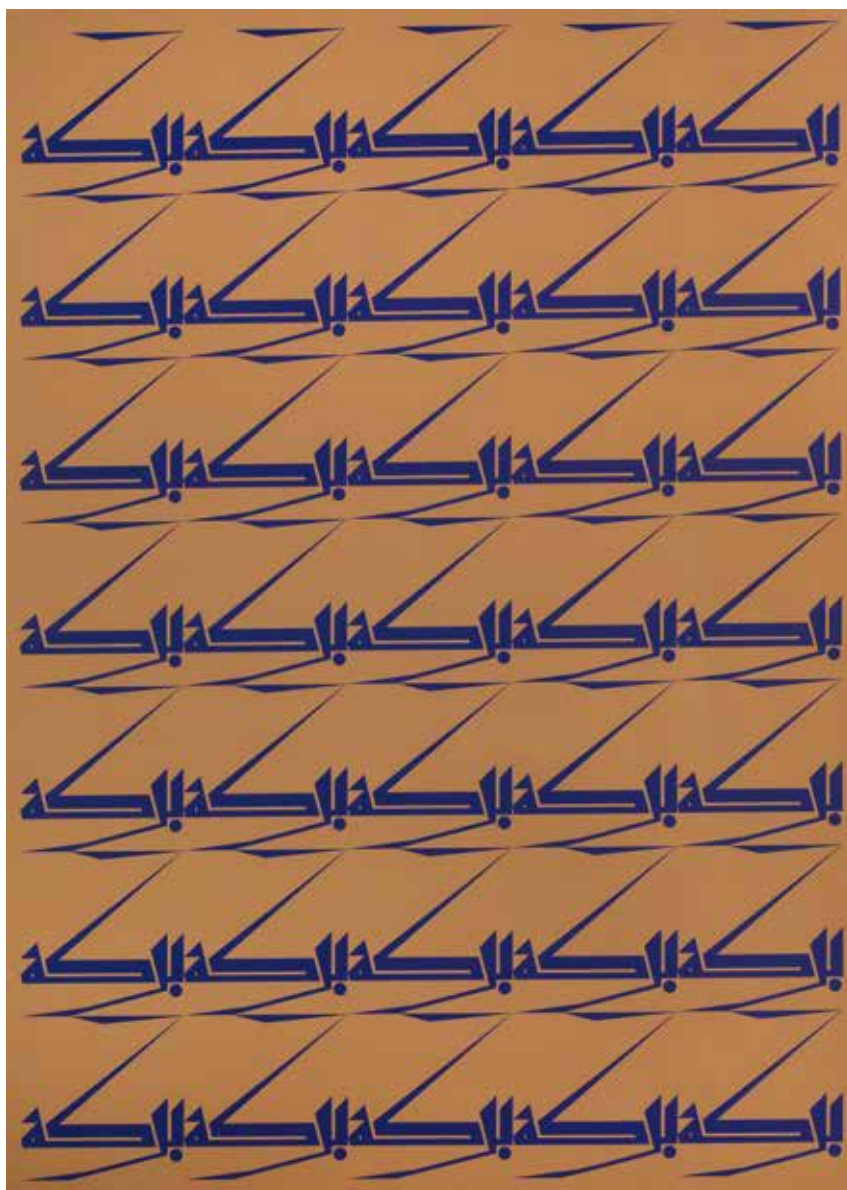
US\$3,900 - 6,500

€3,600 - 6,000

Provenance

Property from a private collection, Lebanon





74 *

SAMIR SAYEGH (LEBANON, BORN 1945)

Baraka

pigmented giclee print on hahnemuhle canvas

signed "Samir Sayegh" on the verso

137 x 100cm (53 15/16 x 39 3/8in).

£6,000 - 8,000

US\$7,800 - 10,000

€7,200 - 9,600

Provenance

Property from a private collection, Lebanon



75 *

HUSSEIN MADI (LEBANON, BORN 1938)

Europa

pigmented giclee print on hahnemuhle canvas

signed "Madi" and dated "2022" on the verso,

executed in 2022

100 x 126cm (39 3/8 x 49 5/8in).

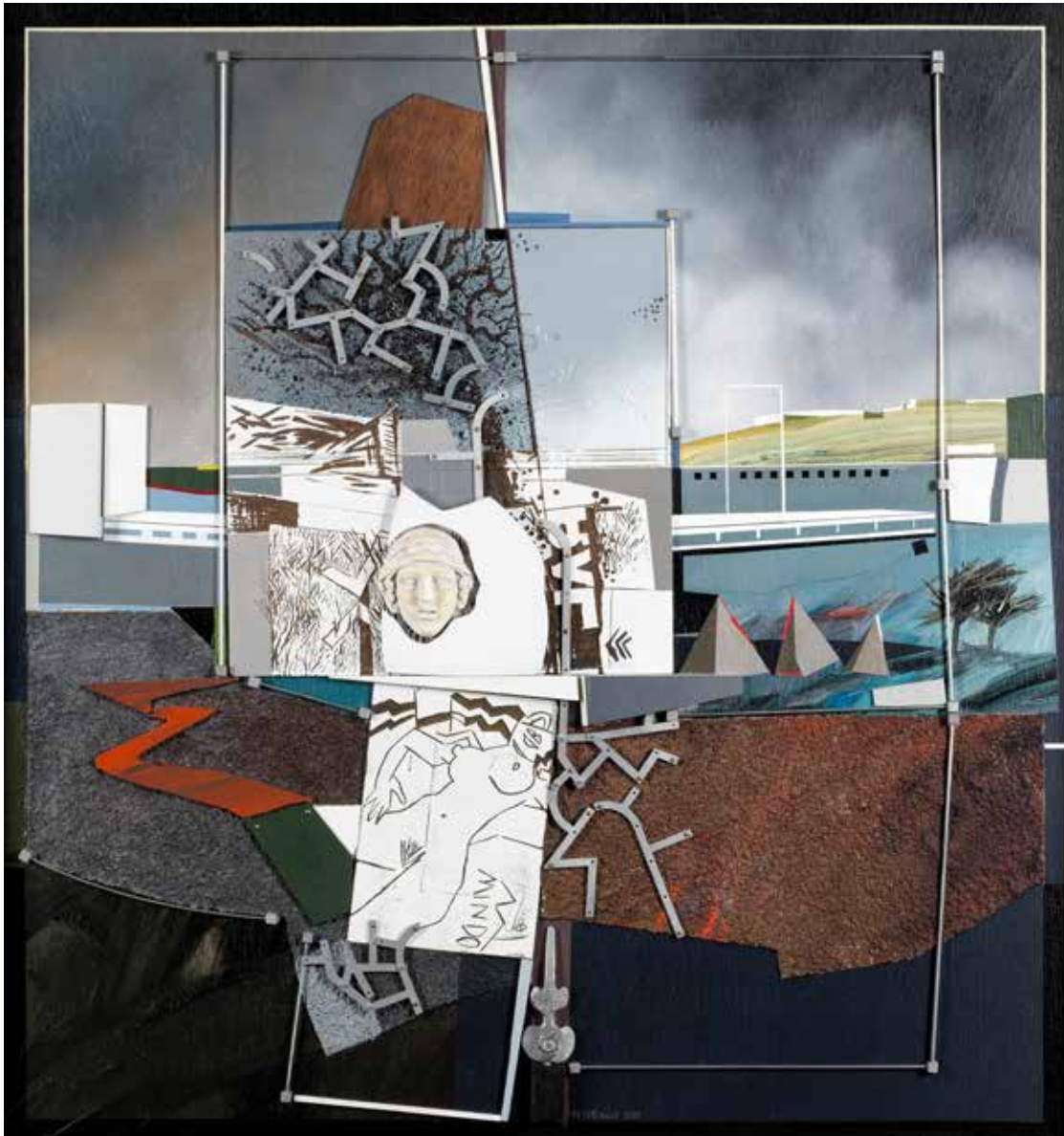
£5,000 - 7,000

US\$6,500 - 9,100

€6,000 - 8,400

Provenance

Property from a private collection, Lebanon



76 *

MOHAMMAD EL RAWAS (LEBANON, BORN 1951)

When We Are Gone Number 9

mixed media and assemblage on plywood panel, framed
signed "M. El Rawas" and dated "2021" (lower centre),
executed in 2021

80 x 75cm (31 1/2 x 29 1/2in).

£12,000 - 18,000

US\$16,000 - 23,000

€14,000 - 22,000

Provenance

Property from a private collection, Lebanon



77 *

RAOUF RIFAI (LEBANON, BORN 1954)

Darwiche

acrylic on canvas

signed "R.Rafai" (lower left) and dated "18" (lower right),
further signed and dated on the verso,
executed in 2018

117 x 106cm (46 1/16 x 41 3/4in).

£6,000 - 8,000

US\$7,800 - 10,000

€7,200 - 9,600

Provenance

Property from a private collection, Lebanon

78 *

MAZEN RIFAI (LEBANON, BORN 1957)

Paysage

acrylic on canvas, framed

signed "Mazen Rifai" and dated "2021" on the verso,
executed in 2021

85 x 120cm (33 7/16 x 47 1/4in).

£2,000 - 3,000

US\$2,600 - 3,900

€2,400 - 3,600

Provenance

Property from a private collection, Lebanon





79

MANOUCHER YEKTAI (IRAN, BORN 1922)

Untitled (Paint Tube)

oil on canvas

signed "Yektai" and dated "63" (lower right),
executed in 1963

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

£8,000 - 12,000

US\$10,000 - 16,000

€9,600 - 14,000

Provenance

Property from a private collection, USA



80 *

CESAR GEMAYEL (LEBANON, 1898-1958)

Nu allongé

oil on panel, framed

signed "Gemayel" and dated "1939" (lower right),

executed in 1939

23 x 33.5cm (9 1/16 x 13 3/16in).

£3,000 - 5,000

US\$3,900 - 6,500

€3,600 - 6,000

Provenance

Property from a private collection, Lyon

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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 you as 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*, and 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. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historical or cultural interest and 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. Prices depend upon bidding and lots can sell for *Hammer*

Prices below and above the *Estimates*, so *Estimates* 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 *Bonhams* for a *Condition Report* on the *Lot’s* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without 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. The *Condition Report* represents *Bonhams’* reasonable opinion as to the *Lot’s* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* 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.

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 a *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 reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, 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 is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and/or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams’* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full

details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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. 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. Bonhams undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at Bonhams auctions or vice versa.

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* including the warranties as to your status and source of funds. 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. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this Sale.

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% of the *Hammer Price* on the first £20,000; plus
26% of the *Hammer Price* from £20,001 and up to £700,000; plus
20% of the *Hammer Price* from £700,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

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 "AF" 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 UK: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the UK: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-UK address, decides that the item is not to be exported from the UK, 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 *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

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

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards issued in the name of the Buyer (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. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the Buyer (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. We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the

Sale of any *Lot*. If you are in breach of your warranties as *Buyer*, if we consider that such Sale would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

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 licensing 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 UK. These regulations may be found at: <https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species#how-to-apply> or may be requested from: Enquiries: wildlife.licensing@apha.gov.uk
Applications: CITESapplication@apha.gov.uk
Address: UK CITES Management Authority
Centre for International Trade
Horizon House, Deanery Road, Bristol BS1 5AH
The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the *Lot*.

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.

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 Unavailability" 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 shelves 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 firearm 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

On behalf of the *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 attempt to detail, as far

as practicable, 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.
 - Ⓞ These lots contain ivory and cannot be imported into the USA or any country within the EU.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

BUYERS SALE CONTRACT WITH SELLER

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 on Bonhams' website, 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 and the relevant terms for Bidders and Buyers in the Notice to Bidders 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 WARRANTIES AND 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 items consigned for sale by the Seller are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
- 2.1.6 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 or on the Bonhams website, 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.

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 any part of the Entry in the Catalogue which is not printed in bold letters, the remainder of which Entry 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 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 after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. 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 beyond 7 days from the day of 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: (i) 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, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

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 in full 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: (i) 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 and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.
 - 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 should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
 - 7.4 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.
 - 7.5 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.
 - 7.6 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 three months' 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 profit 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 be 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, employee and agents and to any subsidiary of *Bonhams Holdings Limited* and to its officers, employees and agent.
- 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 WITH BONHAMS

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 Definition

- 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* and following completion of our enquiries pursuant to paragraph 3.11;
- 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 AND BUYER WARRANTIES

- 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*.
- 3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria; and further
- 3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or

- enforced by the U.S., the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing
- 3.10.4 items purchased by you and your Principal through *Bonhams* are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.
- 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, and once we have completed our investigations under paragraph 3.11, 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 in this instance 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 3, 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 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the *Contract for Sale*, the risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject

of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

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

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you to do so.

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 (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) 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, employee and agents.
- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
- 13 GOVERNING LAW**
- All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"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" Any person considering, attempting or making a Bid, including those who have 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 of 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.

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

"Website" *Bonhams Website* at www.bonhams.com

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

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."

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

☐	☐	☐	☐
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Paddle number (for office use only)

Bonhams

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

Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties. If you do not want to receive such information (except for information you specifically requested) please tick this box ☐ Would you like to receive e-mailed information from us? if so please tick this box ☐

Notice to Bidders.

At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g. - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself ☐
Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title:	Modern and Contemporary Middle Eastern Art	Sale date:	Wednesday 24 May 2022
Sale no.	27743	Sale venue:	New Bond Street, London

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

General Bid Increments:

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

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

Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	

Please answer all questions below

1. ID supplied: Government issued ID ☐ and (if the ID does not confirm your address) ☐ current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners

2. Are you representing the Bidder? ☐ If yes, please complete question 3.

3. Bidder's name, address and contact details (phone and email):

Bidder's ID: Government issued ID ☐ and (if the ID does not confirm their address) ☐ current utility bill/bank statement

Are you acting in a business capacity?

Yes ☐ No ☐

If registered for VAT in the EU please enter your registration here:

/ - -

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond ☐	Please include delivery charges (minimum charge of £20 + VAT) ☐

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER'S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.	
Bidder/Agent's (please delete one) signature:	Date:

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

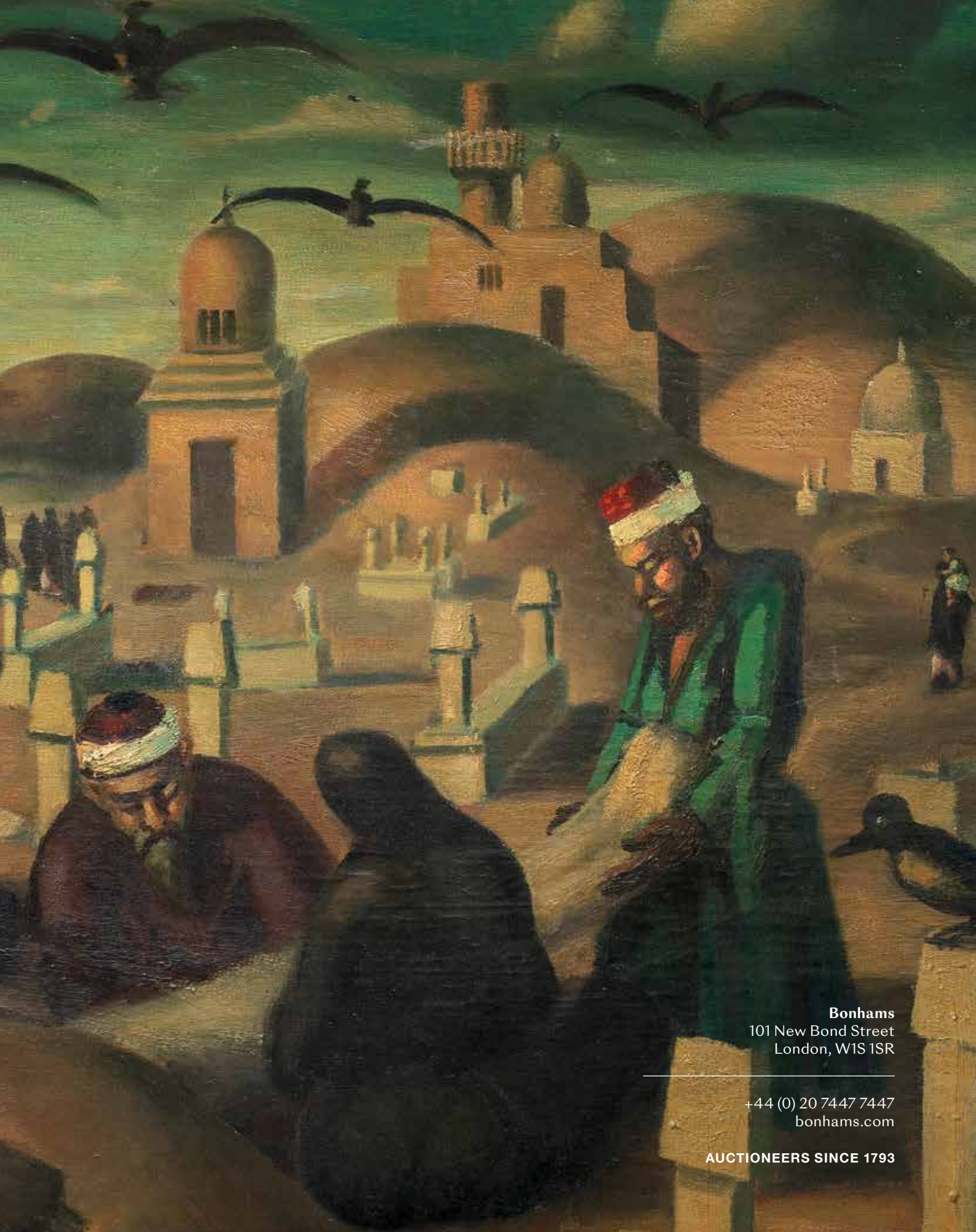
NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

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

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

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





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AUCTIONEERS SINCE 1793