

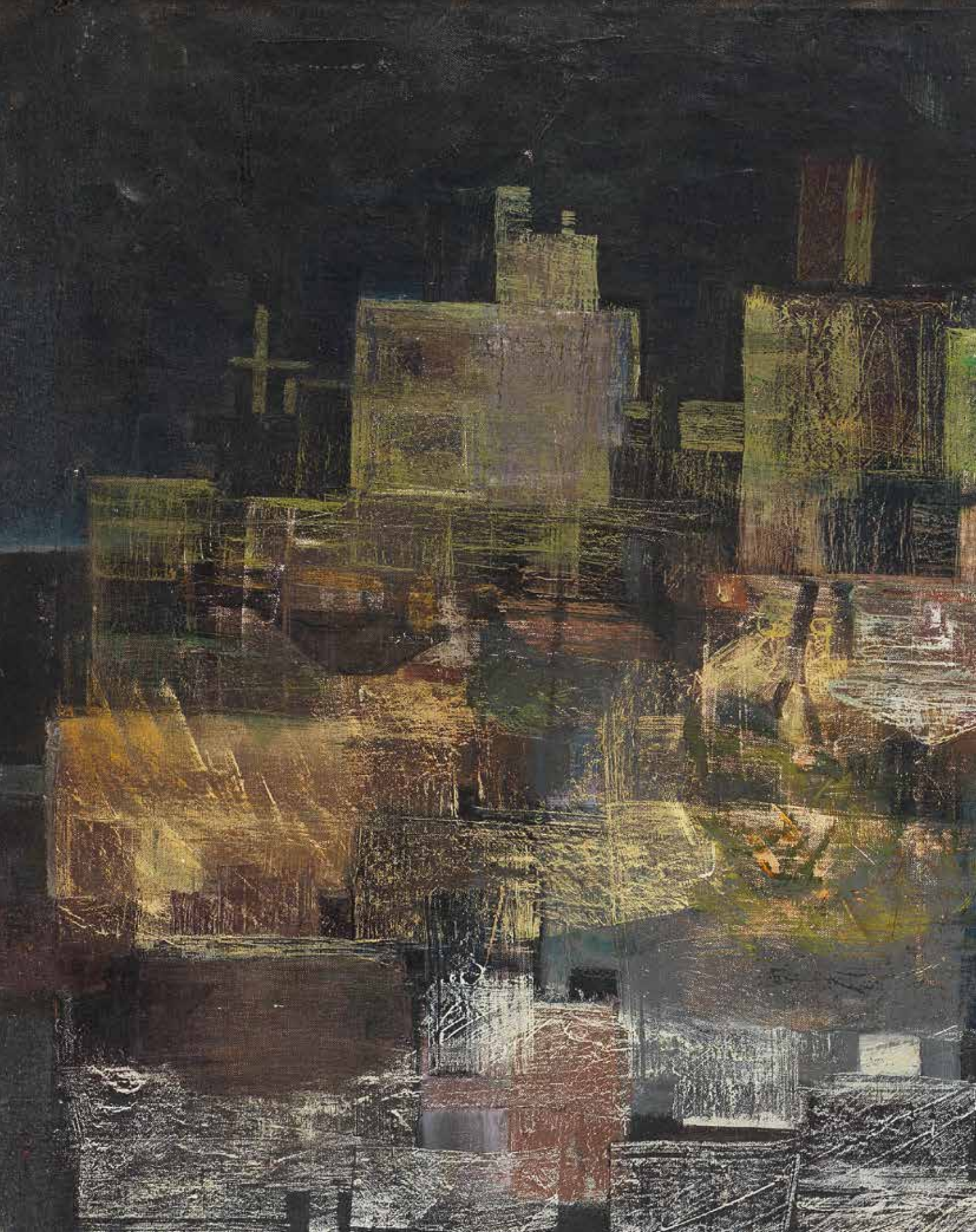
# A CENTURY OF IRAQI ART

Monday 20 April 2015

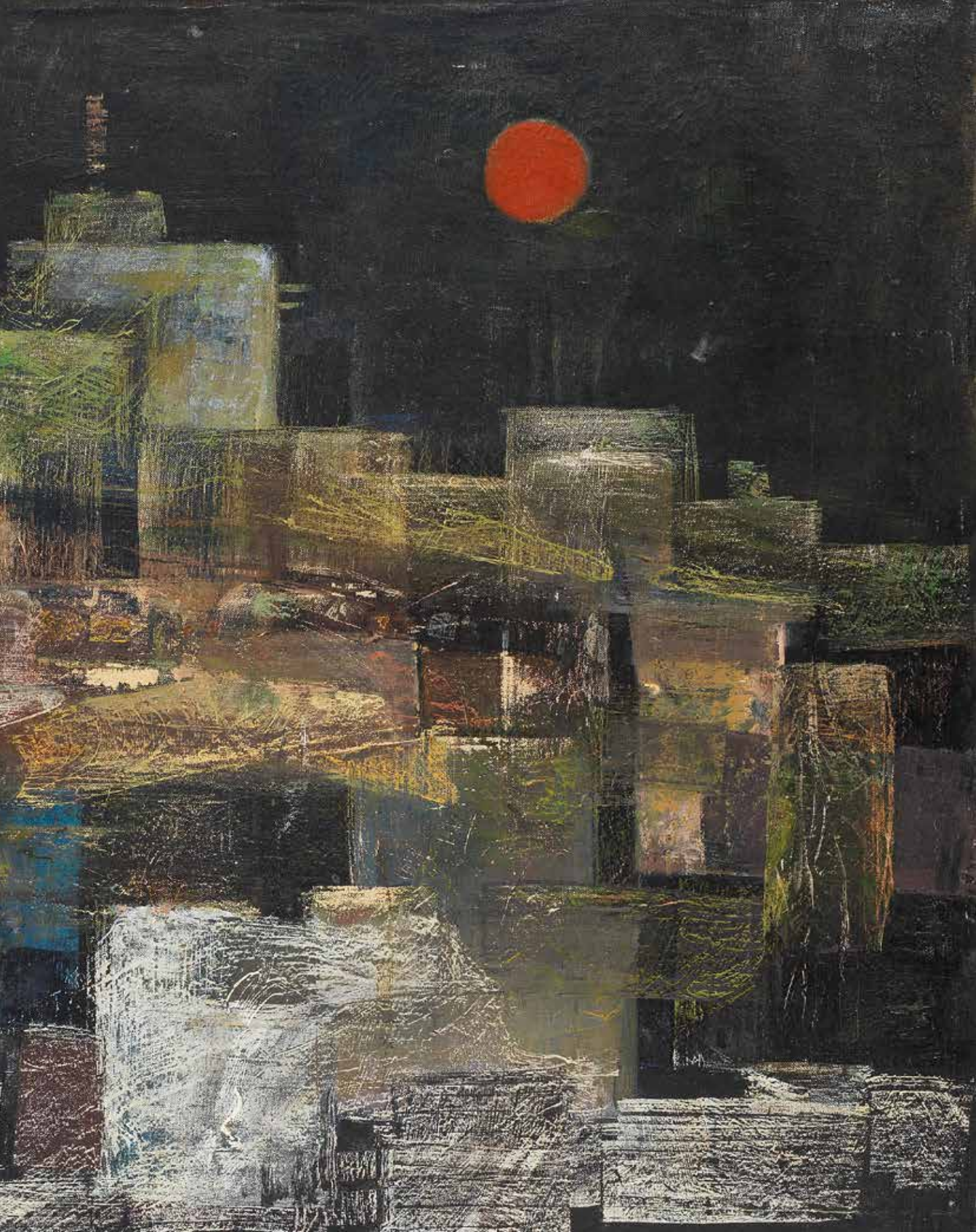
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# A CENTURY OF IRAQI ART

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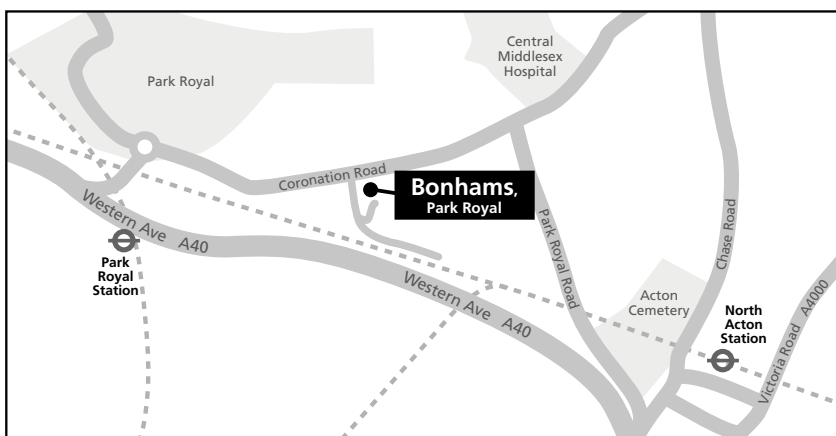
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خالد  
XX01



# CURATOR'S STATEMENT: NIMA SAGHARCHI

***There is a house, one enters it blind, and comes out seeing, what is it? Answer: The School***

The above is one of twenty five riddles etched in cuneiform on a clay tablet forged 1800 years before Christ in ancient Sumeria, modern day Iraq. It is here, in Mesopotamia, home to the birth of writing, where man's thoughts and deeds were first intelligibly recorded. It is fitting therefore, that a society which gave us these very first glimpses of the human thinking, should now bestow us with a Modern Art movement so rich in narrative vigour, intellectual substance, and dedication to craft.

The present sale has come about in part, as a response to the growing interest in this unique and prolific century of Iraqi art, and in part, out of a desire to announce, and firmly establish modern Iraqi art in its rightful place within the wider International art market. With the rise of the Middle Eastern Art market over the past decade and the advent of institutions and museums promoting art from the region, Modern Iraqi art has seen its profile significantly raised, a welcome departure from the dark years of war and cultural desecration which saw national museums and libraries comprehensively destroyed and private collections ransacked.

Recently, with patronage from institutions like Mathaf: Qatar's Arab Museum of Modern Art, commercial support from galleries like Meem in Dubai who have staged landmark exhibitions in the field, individual endeavours by artists like Dia Azzawi who have worked as tireless ambassadors, and with educational initiatives such as Modern Art Iraq Archive, instigated by Nada Shabout or the Al Noor Institute of Middle Eastern Art, that there has now emerged the sense of committed stewardship and support that the field truly deserves. It is hoped that the present sale, offering a carefully curated, thoroughly researched selection of works from a small group of illustrious private collections, will add its voice to the growing chorus of support in this field.

It is important to note that at the turn of the century, when artists like Matisse, Braque and the pre-cubists were challenging the cultural status-quo and beginning to take the first steps in the Modernist experiment, Iraq as a country did not yet exist. The circumstances surrounding the formation of Iraq and indeed the modern borders of the wider Arab world present us with an almost unique phenomena, that of a country and its modern artistic landscape taking shape simultaneously.

The challenges of this emerging national and Arab identity, therefore, form a key crux in understanding modern Iraqi art, its foundations, and visual progression, from the academic formalism of the Ottoman "Officer Artists" of the turn of the century like Hajji Selim (Lot 2) and Abdul Kadir Al Rassam (Lot 1), the post-war cultural revivalism of artists like Jewad Selim (Lots 6, 19) and Shakir Hassan Al-Said (Lots 12,12,14,27,21) right through to the departure from aesthetic "localism" exhibited by the New Vision Group exponents Dia Azzawi (lots 34,46), Rafa Nasiri (lots 37,38), and Ismael Fattah (Lots 33,43,44).

No figure is more important in understanding this progression than the critic Jabra Ibrahim Jabra, to whom we owe an immense posthumous debt, whose writings have informed a great deal of the text in this catalogue, and a number of works from whose extraordinary collection we are proud to present for sale in the present auction. Jabra was the first to recognise that one of key motivators of Iraqi Modernism, was an attempt to fill the cultural void which had emerged from the dark days of Ottoman rule and Imperial colonialism, an attempt that sought to combine indigenous culture with the aesthetic and stylistic innovations imparted by the European post-war avant-garde, but to do so whilst maintaining a deep sense of connection and continuity with Iraq's grand artistic heritage.

The body of work in the present sale consists of seminal examples from the full gamut of movements prevalent in Iraq during the century, the majority of the works are of incredible rarity and come to market for the first time, and many are critical examples within the artists respective oeuvres, having been published, exhibited, and written about at the time.

Notable works include "Still Life" (Lot 2), painted by Hajji Selim one of the officer artists trained in military draughtsmanship by the Ottoman army; the piece is one of the earliest published examples of modern Iraqi art. The portrait of "Lamea", by Hajji Selim's son (Lot 6), and the father of Iraqi Modernism, Jewad Selim, is a rare appearance on the market of an oil on canvas that was for many years in the artists own personal collection.

An important group of works by Shakir Hassan Al Said also feature in the sale, including an oil on canvas of a cubist Cockerel (Lot 6), a quintessential example of the "Baghdad Group" style, which was personal acquisition by Jewad Selim from Shakir Hassan. In addition to this the sale features standout works from artists such as Kadhim Hayder, Ismael Fattah, Khaled Al-Rahhal, Hafiz Drubi and Dia Azzawi to name a few.

There is a saying that the most beautiful flower is plucked from the edge of a precipitous cliff; and in a country which has suffered immeasurable misfortune, human loss, displacement and anguish, amidst so much destruction, the resplendent flower of Iraqi art has flourished, it is a movement which has bequeathed the culture of Iraq with something lasting, something real, and something to be cherished.









Jewad Selim standing next to the mural in his entrance hall





Dr. Nada Shabout is a Professor of Art History and the Director of the Contemporary Arab and Muslim Studies Initiative (CAMCSI) at the University of North Texas. She is the Consulting Director of Research at Mathaf: Arab Museum of Modern Art, Doha. She is the founding president of the Association for Modern and Contemporary Art from the Arab World, Iran and Turkey (AMCA); the author of *Modern Arab Art: Formation of Arab Aesthetics*, University of Florida Press, 2007; co-editor of *New Vision: Arab Art in the 21st Century*, Thames & Hudson, 2009; and currently co-editing the forthcoming volume *Modern Art of the Arab World: Primary Documents*, part of the International Program at the Museum of Modern Art, New York, 2017. She is the founder and project director of the Modern ArtIraaq Archive (MAIA); a member of the editorial committee of the Middle East Research and Information Project (MERIP) and member of the International Editorial Advisory Board and subject editor for the Routledge *Encyclopedia of Modernism (REM)*.

## ODES OF LINE, COLOR AND NEW SYMBOLS: MODERN IRAQI ART

Dr. Nada Shabout

“[A] tent full of pictures by local artists, quite incredibly bad. The subjects chosen were mostly allegories representing the spirit of the Iraq, in various forms of dislocation, rising from ashes where, if she [Iraq] looks like that, it would be more discreet of her to remain. I judge that it will be some time before we produce our Michael Angelo.” Proclaimed Lady Gertrude Bell in 1922, the British intelligence officer who participated in the establishment of the new State of Iraq and the founding of the Iraqi National Museum.

It did not take long for Iraqi artists to prove Lady Bell wrong! The rest of the twentieth century witnessed a rapid progress in the arts, with specific periods of extreme and vital creativity that marked modern Iraqi art as exceptionally mature in the region. Nevertheless, valuation of modern Iraqi art in the wake of the last decade of a prosperous art market for Arab art remains problematic. Not unlike many of its neighbors, Iraq's art historiography has only been written in segments. The dominant and popular sketch of a narrative, mostly highlights discontinuity and the foreignness of modern art, largely centered on the novelty of easel painting in local Iraqi traditions and the Western education of Iraqi artists (who, it is said, then mimicked the modern styles they learned). The fact is, however, that Modernism and easel painting would have found their way to Iraq one way or another, along with every new invention by a more industrialized society, in the same manner it did when Baghdad, the glorious Abbasid capital, was the center of new technologies that were disseminated around the world. Undoubtedly, what is important is how this new technology was processed, not how it was obtained or its foreignness.

As is the general case in the postcolonial development of modern art, the nation and national identity were important for the development of Iraqi art. For any nation, art facilitates and shapes new spaces within which new identities are negotiated and contested, and new and renewed visual cultural icons are formed. Politics played a major role in determining the directions for the progression of art. Jewad Selim, best known for his *Nasb al-Hurriya* (Monument of Freedom), believed that Iraqi art after the 1958 revolution, which overthrew the monarchy and formed the Republic of Iraq, was an “explosive continuation” of the past charged with creative experiments. Moreover, in their cosmopolitan setting in Baghdad, Iraqi artists operated within truly global parameters that necessarily negated the gap between self and other.

As a basic historical framework, I identify six broad and overlapping periods of development in twentieth and twenty-first century Iraqi art. The first period starts in the late nineteenth-century and extends to World War I. Very little is known about art in Iraq during the nineteenth century. Nevertheless, works of this period seem to have continued many of the local traditional practices, with occasional evidence of innovation. An exception is the work of the calligrapher Niazi Mawlawi, who also painted miniatures in watercolor and oil. The artist Shakir Hassan Al Said has noted a confluence and synthesis in Mawlawi's work between text, ornamentation, and painting that resulted in something akin to Op-Art.

Paralleling the turbulence of the political milieu before the 1958 revolution, the second phase was a period of change and growth, characterized by the strength of artists groups. Friends of Art was the first group to be formed in 1941. Two of the most significant early accomplishments were the localization of the techniques and concepts of modern art and the initiation of an interest in art as a professional vocation. This important phase can be further divided into two parts. The 1930s and 1940s was a period of simplicity and adaptation, as can be seen in the paintings of Abd al-Qadir al-Rassam, Khalid al-Jadir and Hafidh Al-Droubi.

The Pioneers is the name given to artists working in the 1940s and 1950s. They constituted the first generation of professional and established artists in the modern sense, and their contribution to the development of modern Iraqi art cannot be overstated. They were instrumental in setting the standards and establishing the foundations for the various experiments and developments that followed. By going back to the roots of modern art with its emphasis on abstraction and two-dimensionality, Iraqi artists found approaches that originated from their own culture. They were thus able to absorb and understand modernism epistemologically, intuitively, and intellectually, as site of resistance and provocation as opposed to borrowing or learning European styles.

Moreover, the conscious desire of the Pioneers to take part in building the new nation as a coherent whole resulted in the creation of an iconography that continues to be recognized as distinctly Iraqi, in both form and content. Their visual language, in accordance with the philosophy and spirit of modernity and the concept of the nation-state, was based on the reduction and appropriation of what they believed constituted the “Iraqiness” of the various and multiple factions of society, which were then merged into a single identity representative of a pluralistic whole. There was an age of optimism and seemingly endless possibilities. Leading in this period and approach is Jamaat Baghdad Lil Fann al-Hadith (the Baghdad Group of Modern Art), formed in 1951 by artists Jewad Selim and Shakir Hassan Al Said. Through their work, the group established methodologies that opened doors for analytical and critical deconstruction of history and tradition and their reconstruction into cultural icons loaded with the symbolism of cultural identity.





Lot 2 - Mohammad "Hajji" Selim. Still Life (1941)

The Pioneers were followed by a third phase of an intense period of search and experimentation during the 1960s and 1970s. The artists known as the 1960s generation were taught by the Pioneers and thus nourished by the same principles that focused on issues of identity and aesthetic experimentation. Their work was characterized by tumultuous change. Al-Ru'yya al-Jadidah (the New Vision Group), consisting of artists Dia Azzawi, Mohammed Muhradin, Rafa al-Nasiri, Saleh Al-Jumaie and Ismail Fattah, marked a shift in the artists' approaches, aesthetics and goals. The group came together following the defeat of the Arabs in the 1967 Arab-Israeli war, and was thus influenced by the same sentiments of denial and defiance expressed by all Arab peoples. They were also affected by the fever of pan-Arabism and the desire for Arab unity. They expressed manifest differences with other artists of the 1960s and those who preceded them, as determined by turbulent political realities. Iraqi artists of the 1960s constituted an important link between the Pioneers and the generations that followed.

The hallmark of the fourth phase is the rise of a revolutionary and ideological trend. Beginning around 1968, art reflected intense Arabism and anti-imperialism; during the 1980s nationalism was to become even stronger. Following the revolution of 1958, state-sponsored scholarships in the arts shifted from sending students to Western Europe to countries in the Socialist block. Poster art became popular and a strong interest in printmaking techniques emerged. This period is characterized by direct state involvement and by exhibitions organized by the Baath Party. The responsibility of the artist shifted from educating the public and shaping public taste to engaging with state policy and expressing people's needs. The 1970s was also a decade of heightened inter-Arab activities including state-organized festivals, like al-Wassiti festival in Iraq, which facilitated the launch of the Union of Arab Plastic Artists and the Arab Biennial. Nevertheless, the increased ideological bent and state control does not necessarily support the popular rhetoric that most art of the 1980s is simply Baathist propaganda art. Admittedly, some of it was.

But a perceived weakening in the level of free experimentation in the arts can be attributed in large part to the generally repressive mood, not to direct intervention by the government. This period, however, has not received appropriate study and requires reevaluation and closer analyses of the works produced.

Also much in need of investigation are the last two phases that followed the 1980s. Significantly, there was no apparent transition in Iraqi art between Modernism and Postmodernism, such as occurred in the West. Rather, a smooth progression took place, following distinctly different dynamics, which cannot be situated within the Western discourse of Postmodernism. The fifth period was one of increasing isolation and introspection during the economic sanctions of the 1990s. With all travel and study abroad suspended, a generation of Iraqi artists was trained and nurtured largely in seclusion from the developments taking place in the rest of the world. An internal dialogue resulted in a new dynamic that reinvigorated artists' relation to Iraq's history. It also instigated a wave of migration of artists, particularly to neighboring Jordan. Many of the younger artists left Iraq temporarily in search of better opportunities, with some resettling in Europe. Conversely, a new art market in the form of private art galleries developed in Baghdad as state control loosened.

The sixth phase, which followed the U.S.-led invasion of 2003, has been marked by mass displacement of artists and dislocation of Iraq's art center. Not only did state patronage vanish along with state control, but also the infrastructure of the art world in Iraq was completely shattered. Most art galleries closed, and artists found it increasingly difficult to produce any work, given the security conditions and the lack of support. Large numbers of Iraqi artists started new temporary art communities in Jordan and Syria while awaiting permanent resettlement to different parts of the world. The end of isolation brought a new interaction with a decidedly hegemonic and technologically advanced United States.





Lot 34 - Dia Azzawi. Miramar Garden Mohammedia (1994)

A much broader interest in contemporary Iraqi art arose. This interest, however, was/is very conditioned by the politics of a victimized people or a new “liberated” nation. Abroad, two types of Iraqi art exhibitions emerged, paralleling the two opposing trends in Iraqi art today. Some well-meaning nonprofit organizations organized exhibitions and sales of art by artists working inside Iraq, but indiscriminately accepted anyone claiming to be an artist. At the same time, official bodies in various countries organized exhibitions of Iraqi art—also arbitrarily chosen—in celebration of Iraqi creativity or as a means of showing Iraq’s “humane” face. Unfortunately in both cases, Iraqi art is exploited by politics and the media but remains excluded from the global art scene. Only recently, after a new generation of Iraqi artists who settled and trained in the West reached artistic maturity, did the work of several of them, such as Adel Abidin, Wafaa Bilal and Sadik Kwaish Alfraji, provoke the attention of the mainstream art establishment and the media in the West. Politics again is the main motivation for such interest, as this work not only presents commentary on the state of Iraq but also the artists’ comfort in using the new media language of “globalized” art.

The small but important collection of works included in this catalogue testify to the creativity and innovation of modern Iraqi artists. The works present examples of historical trajectories that were dominant in setting the rhythms of modern Iraqi art throughout the twentieth century. More importantly, they speak of global connections and participation by modern Iraqi artists in their negotiations between the cosmopolitan national and international.



1

**ABDUL KADIR AL RASSAM (IRAQ, 1882-1952)**

View of Ashra

oil on canvas, framed

signed "Al Rassam" and dated "1394" (A.H) in Arabic (lower left),

titled "View of Ashra" in Arabic (lower right), executed in 1930

61 x 90cm (24 x 35 7/16in).

**£20,000 - 25,000**

**US\$31,000 - 39,000**

**€27,000 - 34,000**

**Provenance**

Property from a private collection, London

Abdul Kadir Al Rassam was a member of the first generation of modern Iraqi painters. He was the pioneer among a group of predominantly amateur artists trained in Istanbul who brought their artistic knowledge back to their home country. This group of "soldier-artists" are widely credited with introducing canvas painting to Iraq at the turn of the century. Working in a realist style, al-Rassam is known for his sweeping landscapes, immaculate portraits, and faithful portrayals of everyday life in Iraq. He is one of the most prominent and prolific painters in Iraq's modern art history and his work heavily influenced the generations that followed.

Al-Rassam was among a group of Iraqi officers to study military science and art in Istanbul. He began his education around 1904 when the Ottoman Empire was still the main power in the region. As part of his education in Istanbul, al-Rassam and his classmates were required to produce paintings or drawings for military use. These images adhered to a strict European academic style. Eager to cultivate their new skill, these officers sought out private art training. Al-Rassam himself studied under a number of prominent painters living in Istanbul who worked in contemporary French styles.

An important characteristic of this initial generation was their desire to stimulate awareness and appreciation of the arts amongst the Iraqi population. Al-Rassam taught painting lessons out of his studio in Baghdad and encouraged young artists to continue their art training abroad. Due to this early artistic proselytizing, al-Rassam became hugely influential to the following generations of artists.

The painter's interest in promoting art awareness was further realized when he became an honorary member of the Society of the Friends of Art, a group that sought to cultivate public interest in art making and to enhance their own skill through interaction.

Utilizing the same academic style as his early colleagues, al-Rassam painted with a crisp realism capturing vistas of the Iraqi countryside. The clarity found in oil paints is employed to its fullest advantage by the artist, who is known for his mastery of perspective and detail. He oftentimes painted panoramic views of historical sites along the Tigris River. The ruins of Ctesiphon or the Great Mosque of Samarra were particularly notable representations in al-Rassam's oeuvre.

Indeed the Tigris River was itself the central theme of many of al-Rassam's canvases. Winding as it recedes through an expert use of atmospheric perspective, the river and the activities surrounding it compose a vast, yet serene, landscape.





2 \*

**MOHAMMED “HAJJI” SELIM (IRAQ, 1883-1941)**

Still Life

oil on canvas, framed

signed “Hajji Selim” and dated “1941” in Arabic (lower right),

executed in 1941

56 x 95cm (22 1/16 x 37 3/8in).

£30,000 - 40,000

US\$46,000 - 62,000

€41,000 - 54,000

**Provenance**

Property from a private collection, Jordan

Acquired from the Dr Baghdadi auction in Iraq, circa 1988

**Exhibited**

India, *Iraqi Art Exhibition in India: Calcutta, Delhi and Hyderabad*,

Organised by the Ministry of Education of the Government of Iraq,

1955

**Published**

Selim, *Nazar Iraqi Contemporary Art*, Milan, 1977

The present work is one of the most well-known examples of early Iraqi modernism painted by Mohammed “Hajji” Selim, father of prominent Iraqi painter Jewad Selim.

Mohammed Selim was born in Baghdad. His parents were both originally from Mosel in the North of Iraq. Like many individuals from well to do families in Iraq, Selim was educated at the military academy in Istanbul where students encountered Turkish artistic styles of calligraphy and miniature and landscape painting. During the Ottoman reign Selim became an officer in the Ottoman army as well as an amateur artist.

Selim eventually settled in Baghdad in the 1920’s where he worked as Government employee in the Maidan Quarter in Baghdad. Selim was part of a group of Iraqis who were the first in the modern history of the country to take up art seriously and to bring back this discipline when they returned to Iraq from Turkey. Most were amateurs and only a few pictures of their work are in existence. Selim himself painted in still life, portrait and landscape, but little to no paintings survive from his work.

Despite its modernism, *Nature Morte*, like other still-life’s, finds its origins in the *trompe-l’oeil* compositions of the French Old Masters. Like his forebears, Selim set out to capture the essence and allure of each object in his works. His approach, however, in keeping with Cézanne’s was rooted in a truly modern belief that “painting does not mean slavishly copying the object: it means perceiving harmony among numerous relationships and transposing them into a system of

one’s own by developing them according to a new, original logic” With this Selim demonstrates that still life—considered the lowliest genre of its day—could be a vehicle for faithfully representing the appearance of light and space. Gone are the allegorical and symbolic elements of old still life painting, and gone too are optical illusions and academic realism; the composition is far softer and more two dimensional, the main focus of interest on the layout of the objects, the treatment of space, and on studying the effects of light on these shapes.

In many ways, Selim was firmly pursuing still life in the mould of Cézanne’, the undisputed 19th century master of the field, on whom Roger Fry comments that “[his still life’s were] put together not with ephemeral flowers, but with onions, apples, or other robust and long-enduring fruits, he could pursue till it was exhausted his probing analysis of the chromatic whole. But through the bewildering labyrinth of this analysis he held always like Ariadne’s thread, the notion that the changes of colour correspond to movements of planes. He sought always to trace this correspondence throughout all the diverse modifications which changes of local color introduced into the observed resultant”.

In this vein, Selim’s composition consists of robust, chromatically varied fruits, the cantaloupe, watermelon, and pomegranate not only extravagant in their own right, but showing a sensitivity to the vernacular as distinctly Middle Eastern fruits. This is augmented by the presence of earthen jars and jugs giving us a culturally distinct take on the still life theme.





3

**AKRAM SHUKRI (IRAQ, 1910-1986)**

Abstract Composition

oil on wood, framed

signed and dated "1962" (lower right), executed in 1962

65 x 48cm (25 9/16 x 18 7/8in).

**£16,000 - 20,000**

**US\$25,000 - 31,000**

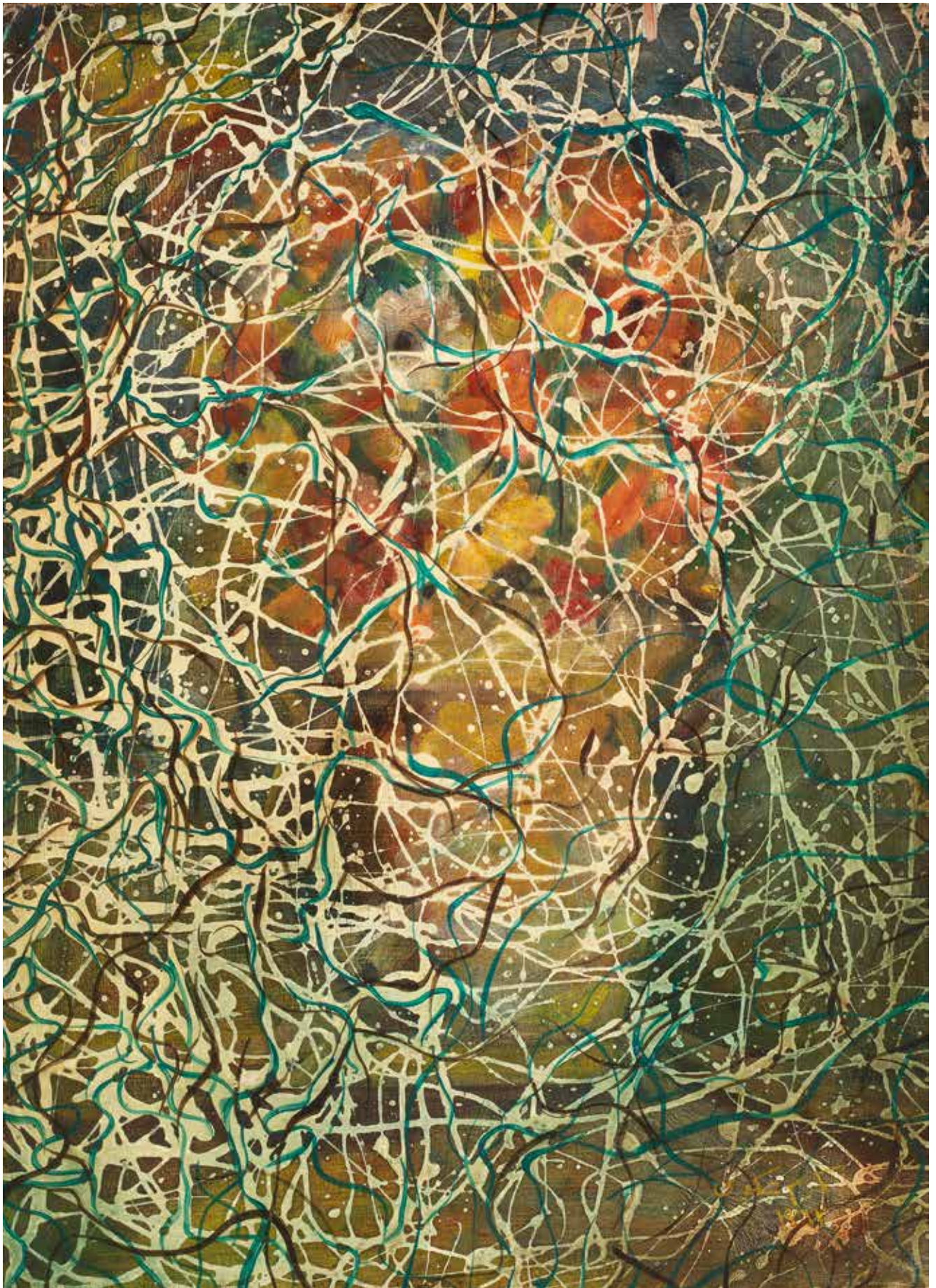
**€22,000 - 27,000**

Akram Shukri is considered one of the most important artists in the development of the Iraqi modern art movement, and although primarily an architect he was the founding member of the Society of Artists and Art Lovers in 1941. This group included important Iraqi artists such as Jawad Selim, Hafiz Droubi and Faik Hassan. Numerous members of this society went on to found other important artist groups; Faik Hassan was the leader of La Societe Primitive which later became known as The Pioneers, and Hafiz Droubi formed a group known as The Baghdad Group of Modern Art. (Wijdan Ali (ed.) Contemporary Art from the Islamic World, 1989, London, p.158-161)

Many of the artists from the early groups were educated in Europe at establishments such as the Academie National des Beaux Arts in Paris and the Rome Academy. When they returned to Iraq they brought back techniques and styles which although common place in Europe were revolutionary in Iraq. The groups of the 40s and 50s were breeding grounds for new nationalistic artistic forms and their importance in the history of modern Iraqi art cannot be disputed. Their members paved the way for the artists of the 60s and 70s and their techniques, whilst rooted in the European style display a visual national identity hitherto unseen in Iraqi art.

Shukri's works rarely appear at auction and this example is notable for its intense colours and attractive composition. The semi-abstract depiction of native Iraqi folk sits in juxtaposition with the frantic 'Pollock-esque' background which presents the viewer with a multi-layered and complex work rich in Iraqi heritage.









4

**AKRAM SHUKRI (IRAQ, 1910-1986)**

Untitled

oil on board, framed

signed in Arabic (lower left), executed circa 1950's

56 x 46cm (22 1/16 x 18 1/8in).

£15,000 - 20,000

US\$23,000 - 31,000

€20,000 - 27,000





5

**ZAID SALIH (IRAQ)**

Landscape

oil on board, framed

signed "Zaid" and dated "1930" (lower right), executed in 1930

45 x 40cm (17 11/16 x 15 3/4in).

£5,000 - 7,000

US\$7,700 - 11,000

€6,800 - 9,500

**Provenance**

Property from a private collection, London

**“I sat reluctantly in the studio as he continued to draw on a piece of brown canvas, and I used to argue with him sometimes: “Beware, my teacher, tomorrow they will say this is the artist who painted the poet Lamea”, and he would reply in a deep quiet voice: “instead they will say this is the poet that was painted by Jewad Selim!”.**

Lamea Abbas Amara

6

**JEWAD SELIM (IRAQ, 1919-1961)**

Lamea

oil on canvas, framed

executed in 1949

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

£60,000 - 100,000

US\$93,000 - 150,000

€82,000 - 140,000

**Provenance**

Property from a private collection, Jordan

Formerly in the collection of Jabra Ibrahim Jabra,

who acquired it from Lorna Selim in 1971

Originally in the collection of Jewad Selim

**Exhibited**

Baghdad, Fine Arts Institute, *Societe Primitive*, 1952

India, *Iraqi Art Exhibition in India: Calcutta, Delhi and Hyderabad*,

Organised by the Ministry of Education of the Government of Iraq, 1955

**Published**

Jabra Ibrahim Jabra, *Art in Iraq today*,

Iraq Ministry for Foreign Affairs, London, 1961

Inaam Kachachi, *Lorna, her years with Jawad Selim*,

Beirut, 1998, p.117

Exhibition Catalogue, *Iraqi Art Exhibition in India: Calcutta, Delhi and*

*Hyderabad*, Ministry of Education of the Government of Iraq, 1955

Iraqiun Newspaper, *A Tribute to Jewad Selim*, Baghdad, 2009

**Featured**

Iraqi Broadcasting Corporation,

*A Tribute to Jewad Selim*, 1962





Bonhams has the privilege of presenting a rare oil painting by Jewad Selim with an impeccable and illustrious provenance. One of Selim's most intimate portraits, "Lamea" is at the centre of a captivating story between Jewad and his subject, and the paintings subsequent history is a poignant testament to the contrasting fates of the artist and sitter.

Depicting the prominent Iraqi poetess Lamea Abbas Amara, the painting, executed in 1949, is one with which Jewad had a well-documented personal connection, and it remained in the artist's collection until his passing, taking part in the landmark "Societe Primitive" exhibition at the Baghdad Fine Arts institute in 1952, where it was photographed alongside Selim and his wife Lorna.

After Jewad's death in 1961 "Lamea" remained with Lorna Selim till 1971, when it was sold into the equally esteemed collection of Iraq's preeminent art critic Jabra Ibrahim Jabra before passing to his family from which it was purchased by the present owner.

The subject of the portrait, Lamea Abbas Al-Amara was born in 1927 in Baghdad to a Sabeen family. She was ground-breaking poet and academic who not only popularized the free verse movement in Iraq, but championed social justice and in particular the cause of women and the repression they suffered at the time, no more evident than in "Me and My Abaya", a poem sarcastically mocking the restrictive garments imposed on women in conservative Islamic societies.

Lamea, like the artist that depicted her, was a rare breed in an Iraqi society whose cultural sphere was still in its formative phase; part of an intellectual elite, she was a free thinker willing to challenge the often prejudicial status quo in her poetry, and her achievements led to her being appointed the vice-representative in the Iraqi delegation to UNESCO in the 1970's.

The story of Jewad's friendship with Lamea Abbas and the history of the present painting is described in moving detail by Lamea herself in the book "Lorna and her years with Jewad" by Inaam Kachachi, an excerpt of which is printed overleaf.

Lamea, at the time, was studying painting at the Fine Art Institute when Jewad replaced Khaled Al-Jadir as her teacher. In the course of their relationship Jewad would come to both sculpt and paint his student. Lamea recalled in a recent conversation that she sat for the painting after classes four times a week for more than a month. When asked by Lamea if he would sign the work, he replied that he would not as he did not ever intend to sell it. Jewad was said to be so fond of his subject that he hung the portrait in his house and would take his evening drink in admiration of her likeness.

Prior to the establishment of the Baghdad Group of Modern Art in 1952 and its distinct primitive folk-aesthetic, Selim was an avid portrait painter and often chose fellow cultural figures as his subject matters. A large body of Selim's work is dedicated to portraits of artists, dancers, musicians and literary figures, a prime example of which was sold through these rooms in April 2014 depicting the Indian dancer Mrinalini Sarabhai.

What we encounter in Lamea is exemplary of Jewad's perpetual interest in penetrating the artistic persona: unveiling the human face of characters that are so often only known through their craft. It is this ability to unclasp, and in doing so make manifest the internal qualities of one's subject matter that is held up as the supreme talent of the portrait painter, a skill which Selim demonstrates with a deft and sophisticated touch.

Technically and compositionally, "Lamea" is the product of Jewad's rich and extensive artistic education. He was sent to Europe on government scholarships to further his artistic education, first to the Ecole des Beaux Arts in Paris (1938-39) and then to the Academia di Belli Arte in Rome (1939-40). The hostilities of World War II resulted in Jewad cutting short his studies and returning to Baghdad where he taught at the Institute of Fine Arts and founded the Sculpture Department.



The present work featured in the Iraqi press.



The artist and his wife photographed with the present work.



During the wartime period in Baghdad, Jewad and a group of Iraqi artists became acquainted with several Polish officers who were painters, two of whom had studied with Pierre Bonnard. The Polish artists introduced Jewad and his peers to the latest European styles, leading Jewad to comment in his diary that after discussion with the Poles, he finally began to understand the importance of colour and its application, and only then was he able to fully appreciate works of artists such as Goya and Cezanne.

In 1946 Jewad resumed his studies abroad and ended up at the Slade School of Fine Art where he met his future wife Lorna. He returned to Baghdad in 1949, now fully literate in the aesthetic sensibilities of European art, and it is during this period when "Lamea" was executed.

Aesthetically, "Lamea" is a perfect representation of the influence of early twentieth century European art on Selim's work and, in particular,



A photograph of Lamea in the 1980s.

the palette and textural qualities of post-impressionists like Cezanne and Toulouse Lautrec. Solemn, feminine and graceful, "Lamea" recalls the pensive, sombre portraiture of Lautrec, with its linear, painterly strokes giving emphasis to contour over detail, and the distinct gaps between brush strokes evoking the freedom and spontaneity of drawing.

Deeply personal and cherished by Jewad himself, "Lamea", like so much of Selim's earlier work, provides not only an insight into the artist's inner world but also sheds light on the cultural milieu of his time. Having been acquired by Jabra Ibrahim Jabra, widely considered the intellectual patriarch of twentieth century Iraqi art, it had the privilege of being in one of the most comprehensive and acclaimed collections of its time.

Well documented, widely exhibited, and with a provenance that validates its brilliance, "Lamea" survives as an elegant and exceptional example of Jewad Selim's portraiture at its most accomplished.

## His Portrait Has Grown Older Than Me

"....and when our teacher, Khaled Al-Jader travelled to finish his studies, he was replaced by the artist, Jewad Selim, to teach us at the High School for Teachers (Dar Al-Mu'alimin Al-'Aliyah). How lucky we were?"

Jewad Selim asked me to sit in order to make a model for a clay sculpture and he asked our colleague, Muhammad Rasim, to cast it.

I sat reluctantly in the studio as he continued to draw on a piece of brown canvas, and I used to argue with him sometimes: "Beware, my teacher, tomorrow they will say this is the artist who painted the poet Lamea", and he would reply in a deep quiet voice: "instead they will say this is the poet that was painted by Jewad Selim".

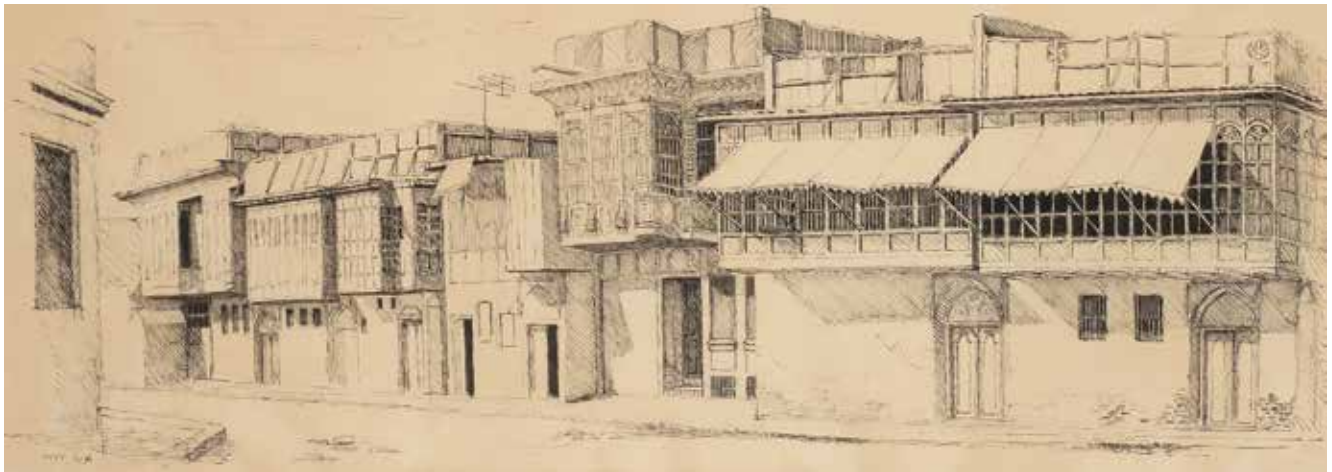
At the time it coincided with the release of the film "The Picture of Dorian Gray". I had already read the book and admired Oscar Wilde's imagination and sarcasm which suited my temperament. I told my teacher that I hoped his portrait will grow as old as that of Dorian Gray to which he replied: Who knows?

Selim refused to finish the portrait just like a symphony which has not been completed. He also refused to sign or sell it despite being included in many international exhibitions.

One day his brother, the writer and painter Nizar, told me that Jewad hung the portrait in his house and used to look at it as he had his drink every evening ..... "Lamea' he loved you". Nizar's last words made me ask myself why don't I meet the people that love me except when it is too late!

Jabra telephoned me one day to tell me that Lorna, the widow of Jewad, has decided to leave Iraq for good and that she does not intend to take the portrait with her. He proposed that I buy it for 50 dinars at a time when I did not have that amount. It was decided that Jabra keeps the portrait which made me happy in my rather unsettled life.

One day, during a dinner in Jabra's house in Baghdad and in the presence of the poet Fadwa Toukan, Jabra took me by my hands and pointed towards the portrait which looked worn as a result of the poor condition of the canvas and a tear in the area of the heart as if it was stabbed by a vengeful hand. Jabra told me that he will ask a specialist to restore it. Seeing the portrait it brought back memories of Jewad Selim patiently listening to my sarcastic comments: "Truly, my teacher, you have captured my soul in this portrait which has grown older than me in the last quarter of a century". - Lamea Abbas Amar



7 \*

**LORNA SELIM (IRAQ, BORN 1928)**

Secondary School Street, Baghdad

ink on paper, framed

signed and dated "1977" in Arabic (lower left), inscribed "for Gunhild and Nazar, from Lorna with love" on the verso, titled "Secondary school street near the ministry of defence"(verso), executed in 1977  
27 x 80cm (10 5/8 x 31 1/2in).

£4,000 - 6,000

US\$6,200 - 9,300

€5,400 - 8,200

**Provenance**

Property from a private collection, Jordan

Acquired from the Dr Baghdadi auction in Iraq, early 1990's

Originally presented as a gift from Lorna Selim to her brother in law Nizar and his wife Gunhild

Lorna Selim received a scholarship to study at the Slade School of Fine Arts, London, where she received a diploma in painting and design in 1948. The following year she received an Art Teachers' Diploma (ATD) from the London University Institute of Education. From 1949–50 she taught art at the Tupton House Grammar School, Chesterfield, England. In the UK, she met Jewad Selim and they married in 1950. Returning to Baghdad, Lorna Selim became a member of the Baghdad Modern Art Group, Art Friends Society, and Society of Iraqi Plastic Artists. During the 1950s, she exhibited her work with the Baghdad Modern Art Group and the Pioneers Group. She was an art teacher at Ta'assisiya School, Baghdad, in 1951, and participated in the Iraqi Pavilion Design for the International Fair held in Damascus in 1954. Along with Mohamed Ghani Hikmet, she supervised the completion of Jewad Selim's Monument of Freedom after his sudden death in 1961.

She taught drawing and painting at the Girls College in 1961, and the architecture department of the Engineering College, Baghdad University, in 1965. She lives and works in Abergavenny, Wales. Her work is held in collections including Mathaf: Arab Museum of Modern Art, Doha.

***She came to Iraq  
with a good eye  
and sense of  
proportion, and  
she loved what  
she saw here.  
You have to love  
to do good work.***

Jewad Selim





8 \*

**FAEQ HASSAN (IRAQ, 1914-1992)**

Baghdad Alley

oil on canvas, framed

signed and dated "1968" in Arabic (lower right), executed in 1969

76 x 64cm (29 15/16 x 25 3/16in).

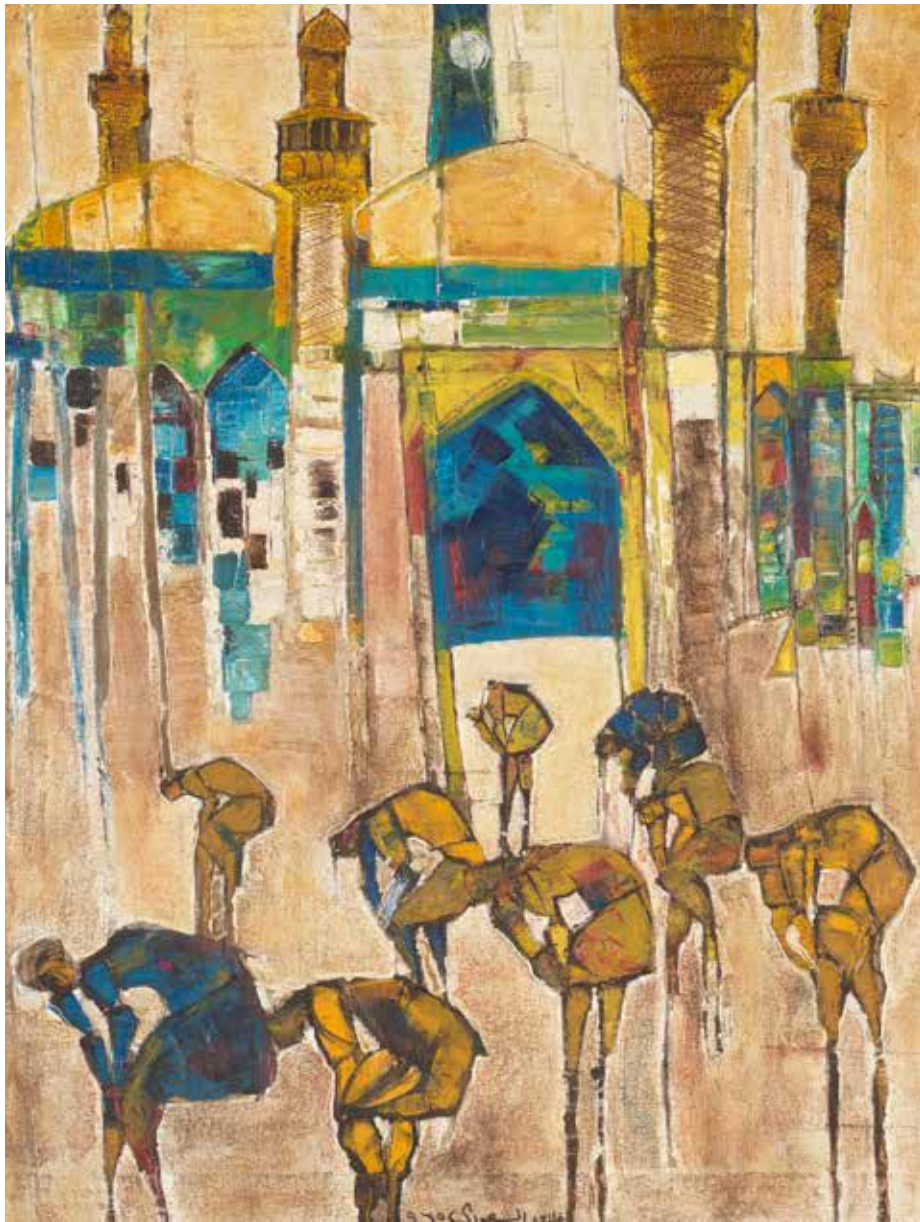
£4,000 - 6,000

US\$6,200 - 9,300

€5,400 - 8,200

**Provenance**

Property from a private collection, Canada



9

**GHAZI SAUDI (IRAQ)**

Untitled

oil on canvas, framed

signed "Ghazi Saudi" and dated "1960" (bottom),  
executed in 1960

77 x 60cm (30 5/16 x 23 5/8in).

£3,000 - 4,000

US\$4,600 - 6,200

€4,100 - 5,400

**Provenance**

Property from a private collection, London

"The city of Ghazi al Saudi , today's Baghdad, is the actual place  
implanted in a time that goes back some eight hundred years.

Al Wasiti's illustrations of Maqamat al Hariri have been a constant  
inspiration for him, not only in his smaller canvases and ceramics,  
but also in his large frescoes, where he employs the old Arab gold,  
blue and red with black outlines in the representation of cit-scapes  
translated into a modern idiom"

- Jabra Ibrahim Jabra





10

**KHALED AL-JADIR (IRAQ, 1922-1988)**

Untitled (Baghdad)

oil on canvas, framed

signed "Khaled Al-Jadir" in Arabic (lower right),

executed circa 1940's

50 x 40cm (19 11/16 x 15 3/4in).

£3,000 - 5,000

US\$4,600 - 7,700

€4,100 - 6,800

**Provenance**

Property from a private collection, London

"He was truly, incontestably the precursor of contemporary expressionist art in Iraq" - Shakir Hassan Al Said

"Khaled Al-Jadir's canvases opt for a naturalism oblivious of current idioms. His themes are people in the street, in the alley, in the market, in the village. They are the poor men and women of daily life with their many children, ungainly to look at but alive and vigorous.

Whenever Dr. Jader concerns himself with the human content of his painting, its Iraqi nature is distinctive. But his preference of blues has tended to make his landscapes, his towns and his villages look very much alike: so much so that one can hardly distinguish in his work between a French and an Iraqi village. The impressionist influences he acquired when he studied in France in the early Fifties have never really worn away. But his crowds, which always seem to be in motion, relate him to his roots through their own significance, through the weight of their very presence."

- Jabra Ibrahim Jabra



11 \*

**FARAJ ABOU (IRAQ, BORN 1921)**

Untitled

oil on wood, framed

signed with the artists moniker in Arabic (lower left)

35 x 32cm (13 3/4 x 12 5/8in).

£6,000 - 10,000

US\$9,300 - 15,000

€8,200 - 14,000

**Provenance**

Property from a private collection, Middle East





11A

**FAIK HUSSAIN**

Untitled

gouache on paper, framed

signed "Faik Hussain" and dated "1963" in Arabic (lower left)

22 x 28cm (8 11/16 x 11in).

£2,000 - 3,000

US\$3,100 - 4,600

€2,700 - 4,100

**Provenance**

Property from a private collection, London

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

Cubist Cockerel

signed "Shaker Hassan Al Said" in Arabic (lower right), and dated

"1955" in Arabic (lower left), executed in 1955

oil on board, framed

53 x 56cm (20 7/8 x 22 1/16in).

**£25,000 - 35,000****US\$39,000 - 54,000****€34,000 - 48,000****Provenance**

Collection of Jewad Selim, acquired directly from Shaker Hassan Al Said in 1951; and thence by descent to Jewad Selim's wife, Lorna, and daughters, Miriam and Zaineb Selim

The following three lots are superlative examples of Shaker Hassan Al-Said's work, from a seminal period in the development of Modern Iraqi Art.

1951 marked the point when Iraq's two most prominent artists, Jewad Selim and his student Shaker Hassan Al-Said, formed the country's first bona fide modern art movement; The Baghdad Group of Modern Art, through its manifesto, membership, and numerous exhibitions would come to signify a "golden age" in Iraqi modernism.

Shakir Hassan Al-Said is often regarded as the theoretical dynamo of the movement; more vocal and prolific in his written output than Selim, Jabra Ibrahim Jabra comments that "no Iraqi artist has written about art in general, and about the artists' reflections on his own work in particular, as much as Shaker 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 twentieth century Iraq. Mesopotamian iconography and Islamo-Arabic cultural motifs were combined with popular modern folk imagery; the high flown formal rigidity of ancient rock reliefs met the convoluted urban landscape of modern Baghdad, populated with the humorous and extravagant characters of daily life, all coming together to form a unique amalgamated aesthetic that reflected the evolving patchwork of Iraqi culture at the time.

Light hearted and boisterous, Al Said and Selim's depictions revelled in the rich and florid aesthetic of the Baghdad Street. The first of these works, a depiction of a Cubist Cockerel, is a quintessential example of this. A recurring motif in Arab culture, the cockerel has been a subject of ancient pottery, metalwork and embroidery. Seen as a traditional symbol of sustenance, nourishment and rural plenty, it is even said in the hadith of Abu Dawud that the Prophet Muhammad told his followers "not to revile the rooster for it wakes you up for prayer".

Appropriating a symbol that is not only literally recurrent within the urban scenery, but signals the coming of the day, the passage of prayer, and which satisfies an important mercantile function, exemplifies the aim of the Baghdad Group's agenda, which was to depict an art which engaged the people, and which was reflective of their collective experience.

In using a rich and uplifting Expressionist palette, and the visual language of the cubists, Al-Said's rooster assumes qualities and characteristics above and beyond the mere representational; by stressing vibrant colours and an angular anatomy, an abstract structure is favoured at the expense of strictly pictorial elements, an effect that is heightened as visual elements of the background fauna correspond to the representation of the Cockerel in palette and contour. The ultimate effect is that of the Cockerel as purely symbolic and highly stylized, an artistic invention.

Acquired from Shakir Hassan by Jewad Selim, it is hard to think of a work with better provenance or one that closer to the very heart of the Baghdad movement than the present work. Given by student to teacher, cherished by him and his family for close to half a century, Al Said's Cubist Cockerel can truly be described as "best of breed".

***We wanted to clarify to Iraqi artists in general, and to ourselves as an art group in particular, that istilham alturath (seeking inspiration from tradition) is the basic point of departure to achieve a cultural vision through modern styles.***

Shakir Hassan Al Said







13 \*

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

Figure in Profile  
 watercolor on paper  
 signed and dated in Arabic (lower left), executed in 1951  
 40 x 29cm (15 3/4 x 11 7/16in).

£12,000 - 15,000  
 US\$19,000 - 23,000  
 €16,000 - 20,000

**Provenance**

Property from a private collection, Amman

**Exhibited**

Baghdad, Athar Gallery, *Shakir Hassan Al Said: The General Retrospective Exhibition*, October 2001  
 Baghdad, The House of Shakir Hassan Al Said, *The Inaugural Group Exhibition of the Baghdad Group of Modern Art*, 1951

**Published**

Farouk Yousif, *Al Said/Himat - A Story of the Unseen in Painting*, The Arab Institute for Research and Publishing, Amman, 2010

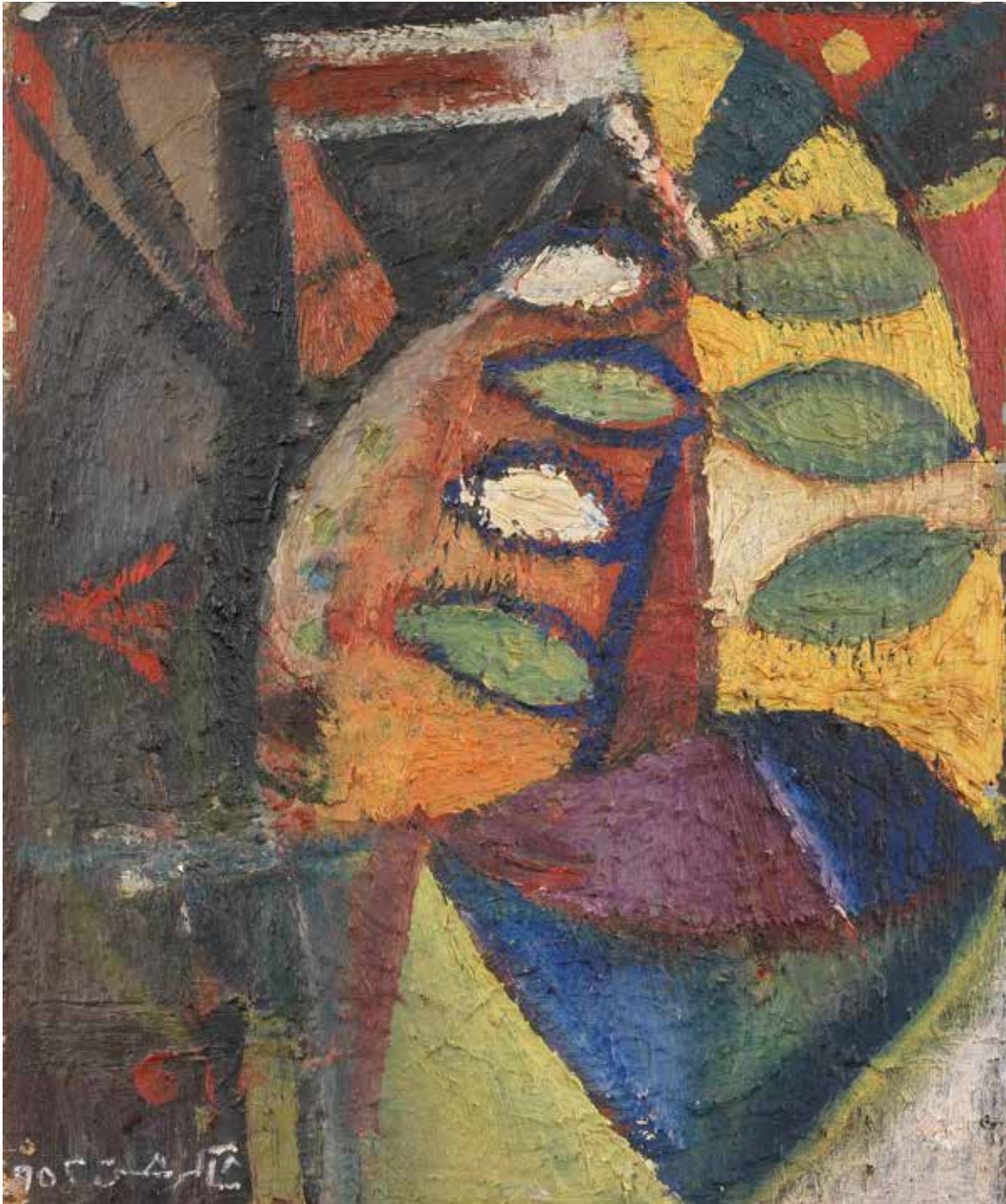


The artist photographed with the present work

Executed between 1951 and 1952, the following works, although modest in scale, are enormous in magnitude. They were drawn during the foundational year of the Baghdad Group, and are perhaps some of the earliest remnants of the movement's formative period.

Exhibited in the house of Shaker Hassan Al Said, works such as the Figure in Profile, which was later published and included in his retrospective exhibition at Athar Gallery in 2001, would have witnessed the first coming together of the illustrious Baghdad Group Artists, their speeches, the formulation of their manifesto's and the very first audiences to be afforded a valuable glimpse at this seminal movements artistic output.





14

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

Untitled (Flora and Fauna)

oil on board, framed

signed "Shakir Hassan Al Said" and dated "1952" in Arabic (lower left)

37 x 29cm (14 9/16 x 11 7/16in).

£12,000 - 15,000

US\$19,000 - 23,000

€16,000 - 20,000

**Provenance**

Property from a private collection, London

15 \*

**KHALED AL-RAHHAL (IRAQ, 1926-1987)**

Untitled (Head of a Girl)

bronze

signed and dated "47" in Arabic (lower right), inscribed "A.P." on the reverse, executed in 1947, the present work is an Artists Proof  
25 x 17cm (9 13/16 x 6 11/16in).

£16,000 - 20,000

US\$25,000 - 31,000

€22,000 - 27,000

**Provenance**

Property from a private collection, Middle East

**Published**

Al Said, Shakir Hassan. *Chapters from the History of the Plastic Arts Movement in Iraq, Part One*, Dar El Sho'oun Al Thaqafiya, Baghdad, 1988

"What I said about Khaled al Rahhal some years ago still applies: he recaptures the element of joy in ordinary life more than any other. His knowledge of the older alleys of Baghdad (which goes back to his boyhood and adolescence) is first-hand, and having gone himself once through the agony of the gutter he has come out with drawings, paintings and sculptures mostly related in theme to this basic experience, but suffused with power and existential joy never plagued by sentimentality.

Although in his earlier sculpture Assyrian influences were dominant, he has brought to his best work the passion and vigour of the traditional image of the care-free lover glorying in sexual abundance: the women, especially, vibrate with the intensity of being alive in the flesh. whether he sculpts them in relief, as in his exquisite "women in a Public Bath", which he did in his early twenties, or in the round, as in his much later "Reclining Woman", he displays a mastery of monumental construction whose very rhythm and modulation make it tight as air. His "Shergawi Woman On her Wedding Night", slim, balanced, enigmatic, glories in her own femininity, and embodies the poetic image of southern maidenhood.

In most of his works, he has the power to bring out in woman her Iraqi essence, whether it be her wide eyes, her long plaits of hair, her fat firm buttocks, or simply the way she half-wraps her figure in a voluminous aba.

His large stone statue of an Iraqi woman and child, in Baghdad's Zowra Park, has the sensuous qualities he portrays best: a seeming flight expressive of the relish and love of life. The same thing may be said of his sculptures' of heads, or horses, or bulls: they are charged with an inner power that seems to erupt in all directions."  
- Jabra Ibrahim Jabra

Born in Baghdad in 1926, Khalid al-Rahhal graduated with a Diploma in Sculpture from the Fine Arts Institute, where Jewad Selim taught, in 1947.

Like Selim, he also worked with the Directorate of Antiquities in Baghdad for a time and developed an understanding of Mesopotamian art. He was a key member of the Baghdad Modern Arts Group, whose manifesto was to create a national identity for Iraqi modern art by combining the legacy of their past with innovations of the modern day.

In 1954, he was awarded a scholarship to study at the Academy of Fine Arts in Rome, which gave him a further grasp of the fundamentals of European sculpture.







16

**LORNA SELIM (IRAQ, BORN 1928)**

Three Works on Board

oil on board, framed

all three panels signed "Lorna" in Arabic, executed in 2000

From Left to Right: 24 x 30cm, 23 x 31cm, 23 x 28cm

£5,000 - 7,000

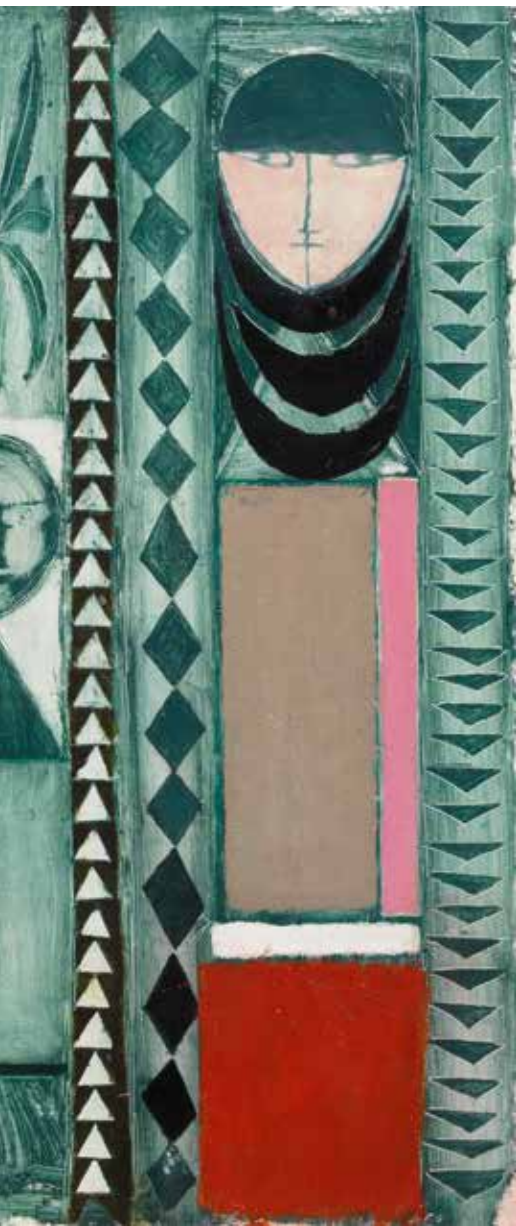
US\$7,700 - 11,000

€6,800 - 9,500

**Provenance**

Property from the family of the artist







1



4



2



5

17

**NEZIHA SELIM (1923-2008)**

Five Works on Paper  
 charcoal and pastel on paper, framed  
 signed and dated "1968" in Arabic,  
 executed in 1968

1. 24 x 22 cm

2. 25 x 17 cm

3. 25 x 17 cm

4. 25 x 17 cm

5. 25 x 17 cm

£2,000 - 3,000

US\$3,100 - 4,600

€2,700 - 4,100

**Provenance**

Property from a private collection, London



3





18

**NIZAR SELIM (IRAQ, 1925-1982)**

Untitled (*Chinoiserie*)

pastel on paper, framed

signed "N.Selim" (lower right)

20 x 29cm (7 7/8 x 11 7/16in).

£800 - 1,500

US\$1,200 - 2,300

€1,100 - 2,000

**Provenance**


Property from a private collection, London

A member of the prolific Selim family, Nizar Selim was born Ankara, Turkey, in 1925. He was educated at the College of Law, Baghdad and studied at IFA for three years until 1952 when he was appointed to the Ministry of Foreign Affairs and consequently served as diplomat in Syria, Germany, Sudan, Sweden, Libya, Yugoslavia and the Peoples Republic of China.


He was nominated as the General Director of Arts, Ministry of Information and Culture, Baghdad as well as Secretary of Art Affairs for Iraq at the United Nations, 1972. He contributed greatly towards the development of art in Iraq: he was responsible for the promotion of the National Symphony Orchestra and the National Fashion house and Ballet School and the Department of Antiquities, Baghdad Museum where he was the founder of the Department of Renovation and Reconstruction. Nizar Selim was also an author and art critic.

He wrote the first book on Contemporary Iraqi Art *Al Fen-al-Iraqi al-Mu'asir* in 1979, which was translated from Arabic into several languages and which is now a valuable source of reference on the subject. Since the young age of seventeen, besides painting in oils, water colour, crayons, ceramics and sculpture, Nizar Selim also wrote short stories, plays and poetry.

In the mid-1970s, an International Jury nominated him as one of the best one hundred cartoonists in the world. Held many one man shows in Bon, Baghdad and Stockholm and other countries, 1955-79. He died of a heart attack in 1982.



***You have to know where you come from to know where you are going. The lines, forms and softly muted colours I use were favored by artists as long ago as 2000 B.C, when the ancient cities of Babylon were the centers of art, learning and fabulous beauty.***



Jewad Selim

19

**JEWAD SELIM (IRAQ, 1919-1961)**

Seven Works on Paper

1. Kneeling Woman, pencil on paper: *15 x 6 cm*
2. Standing Woman, ink on paper: *21 x 6 cm*
3. Standing Woman with reclining head, pencil on paper: *14 x 5 cm*
4. Cartoon Sketch, pencil on paper: *11 x 13 cm*
5. Geometric Figures, pen on paper: *11 x 13 cm*
6. Mother and Child, pencil on paper: *9 x 10 cm*
7. Night of Henna, pencil on paper: *18 x 9 cm*

all executed circa 1950's, all authenticated on the verso by the artists wife, Lorna Selim

**£3,000 - 5,000**

**US\$4,600 - 7,700**

**€4,100 - 6,800**

**Provenance**

Property from the collection of Jewad Selim's wife, Lorna, and daughters, Miriam and Zaineb Selim

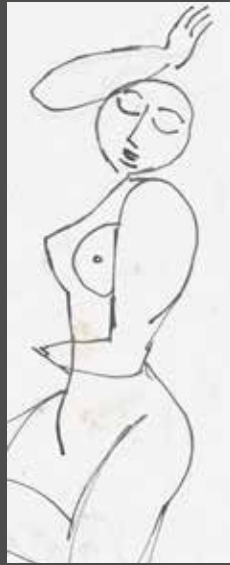




2



1



3



6



4



7



5

19A

**MUN'IM FURAT (IRAQ, 1900-1972)**

Babylon

signed "Munim Furat" in Arabic (on base)

13 cm high (5 1/8 in)

£6,000 - 8,000

US\$9,300 - 12,000

€8,200 - 11,000

**Provenance**

Property from a private collection, Paris

**Published**

Nouri al-Rawi, *Mun'im Furat: artiste primitif Irakien*, 1983, Baghdad

Mun'im Furat (1900-1972): An Iraqi Primitive Artist

Mun'im Furat was a renowned Iraqi sculptor almost unique in his body of work, being one of the only sculptors to focus almost entirely on Babylonian statuary. His real name was Na'im Barbout Wadi, but he chose the alias Mun'im Furat. He was born in 1900 in Baghdad to the Al Jubur tribe.

He left school at a very early age but managed to learn how to read, write and recite the Quran. He started his sculpting career at the age of 18, he took a rock and chiseled it into a human head and it's said that since then he never stopped sculpting till his unfortunate death in August 1972, when he was killed by a hit and run car accident.

He was often harassed by the regime and got some of his work confiscated, such was the case of the statue he made of Abdel Muhsin al Sa'doun, prime minister at the time, for which Mun'im was detained but released shortly afterwards. Other works included busts of George V and Faisal I.

He used to frequent the Iraqi Museum and copy some of the works exhibited and then make them into sculptures. The director of the museum took Mun'im to court for that but the case was dismissed and Mun'im was released without being charged.

After the July revolution in 1958, he was discovered by Dr Akram Fadhel from the Ministry of Information, who helped him gain permanent employment at the Ministry of Culture. Mun'im took this opportunity and moved his tools to the ministry, where he continued working on his sculptures until he reached the retirement age. He used to sell his sculptures to shops and dealers, who in turn sold his work to foreigners and made lots of money.

In February 1970, he exhibited in Rome, which was well received and many critics wrote about it in Italian newspapers. Alberto Ciattini, a renowned Italian art critic and author wrote: "An artist like Mun'im Furat is a rare phenomenon that can't be found in every time & place, because he made his work use an ancient language, in fact a language which is older than time itself".

In 1972 (10 September – 10 October), shortly after his death, ten of his sculptures were exhibited at the International Fair: Triennale of Primitive Art, in Bratislava, where Mun'im received a Special Honorary Award in his memory and a Diploma in recognition of his Art Work.





20 \*

**HAFIDH AL-DROUBI (IRAQ, 1914-1991)**

Portrait of Akram Shukri

oil on wood, framed

inscribed "Portrait of Akram Shukri by Hafiz Al Droubi" and dated "1940s" in Arabic (on the verso), executed circa 1940's  
*62 x 47cm (24 7/16 x 18 1/2in).*

**£12,000 - 15,000**

**US\$19,000 - 23,000**

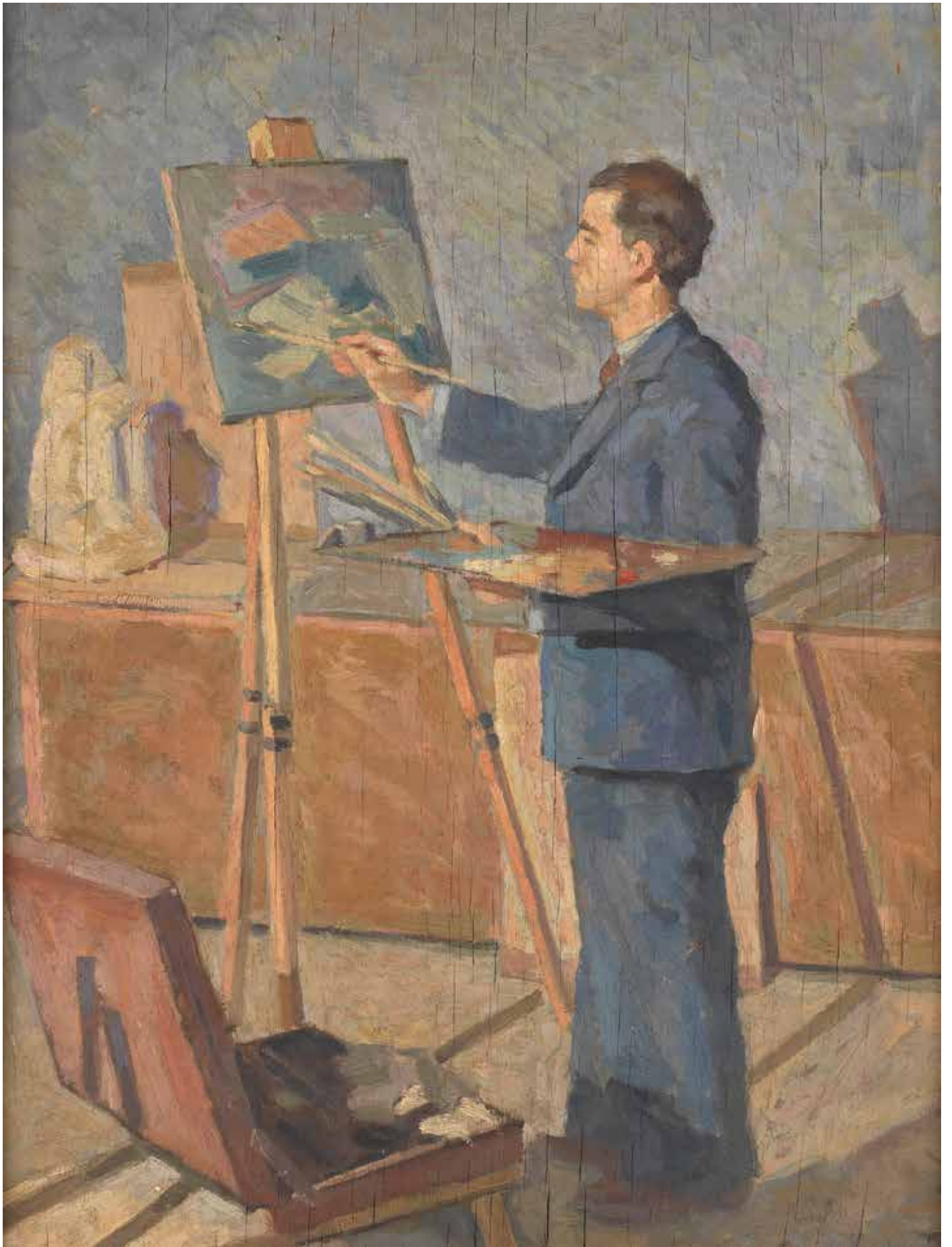
**€16,000 - 20,000**

**Provenance**

Property from a private collection, Middle East

Originally in the collection of Widad al-Urfali, inscribed "this work is the property of the artist Widad al-Urfali, and it is by the great late artist, Hafiz al-Drubi" on the verso





20A \*W

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

Al-Khafafin Coffee House Baghdad

oil on canvas, framed

signed "Kadhim Hayder" in Arabic (bottom center),

*130 x 100cm (51 3/16 x 39 3/8in).*

**£28,000 - 35,000**

**US\$43,000 - 54,000**

**€38,000 - 48,000**

**Provenance**

Property from a private collection, Amman

Acquired by the above from a private collection, Amman

Formerly in the collection of the Professor of the

Institute of Fine Arts, Baghdad, Ibrahim Abdel Razaq

Acquired by the above from Abdel Wahab Al Mumayez







21 \*

**NAJIB YUNES (IRAQ, 1930-2007)**

Untitled

oil on board, framed

signed "Najib Yunes" and dated "67" in Arabic (lower right),  
executed in 1967

78 x 59cm (30 11/16 x 23 1/4in).

£6,000 - 10,000

US\$9,300 - 15,000

€8,200 - 14,000





22 \*

**SALEH AL-JUMAIE (IRAQ, BORN 1939)**

Untitled

oil on canvas, framed

signed and dated "1968" in Arabic (centre), inscribed "Saleh Al-Jumaie, personal exhibition of 1969, from the collection of Jabra Ibrahim Jabra" in Arabic (verso), executed in 1968  
58 x 58cm (22 13/16 x 22 13/16in).

£6,000 - 10,000

US\$9,300 - 15,000

€8,200 - 14,000

**Provenance**

Property from a private collection, Jordan  
Formerly in the collection of Jabra Ibrahim Jabra  
(inscribed on the verso)

**Exhibited**

Baghdad, *Personal Exhibition of Saleh Al-Jumaie*, 1969

"Saleh al Jumaie is very particular about his medium, which is usually a mixture of metal (mostly aluminium) and acrylic, and through it he continues an old concern with the darkness of the soul from the sorrows of tragic love to the horrors of genocide to which the Palestinians have been subjected for thirty years. The artist's roots, however, are in the archaeological sites of ancient Iraqi cultures: but his contemporary awareness feeds these roots and brings about in his work a haunting mixture of the beautiful and the agonized. His non figurative almost monochromatic structures are very rarely completely abstract, just as his figurative compositions seem to aspire to the condition of the abstract; both are tense, time-laden, and haunting" - Jabra Ibrahim Jabra

In the early 1960s the Iraqi government established what was then called an 'Institute of Higher Education' which became known as 'The Academy of Fine Arts' and later still the 'Arts College'.

Saleh Al-Jumaie was one of the first batch of students to graduate from the Academy of Fine Arts and in 1965 went on to co-found the artists group known as the 'Innovationists'. This group lasted four years and consisted of a number of young artists such as Salim Dabbagh, Faik Hussain and Ali Taleb who along with Al-Jumaie rebelled against traditional art styles producing works of art using new materials such as collage, aluminum and mono-type.

23 \*

**FAEQ HASSAN (IRAQ, 1914-1992)**

Abstract Composition

oil on wood, framed

signed "Faeq 1962" in Arabic (lower right), executed in 1962

57 x 42cm (22 7/16 x 16 9/16in).

**£10,000 - 15,000**

**US\$15,000 - 23,000**

**€14,000 - 20,000**

**Provenance**

Property from a private collection, Jordan

Formerly in the collection of Jabra Ibrahim Jabra

"An interesting case is the work of Fayek Hassan, who remains however much he shuns the limelight, the doyen of Iraqi painters. For over forty years Fayek Hassan has been producing paintings of remarkable quality. When Iraq was yet, intellectually, outside the stream of the art movements of the West, Fayek Hassan, who had studied at the Ecole des Beaux-Arts in Paris in the mid-thirties, was doing his work driven almost by instinct, proving the high quality of his drawing and colouring.

His understanding, however, of the significance of colour and the importance of style as part of a trend in an epoch, came to him some time later through a few Polish painters who, themselves students of Pierre Bonnard, had an unexpected influence on three or four Iraqi artists during the War Years in Baghdad, when a large number of Poles came to Iraq as refugees. (Jewad Selim was another artist to be thus influenced, after he had spent a couple of years studying art, in Paris and Rome.)

Hassan's work suddenly seemed to mature: it acquired that personal quality that marks a good artist. Since then his painting has gone through a number of phases each, in a way, reminiscent of one of the successive trends that gained currency in Europe since the turn of the century: from impressionism to cubism, thence to abstract and then to expressionism, and finally to a form of realism.

What is so remarkable in all these phases is the originality he has always shown in dealing with subjects that are intensely local, intensely Iraqi.

Together with his friend Jewad Selim, Fayek Hassan was for some time in search of a distinctive Iraqi style, which right from his beginnings he seemed to seek through emphasis on the popular' essence of his subjects.

His cubism in the fifties was a mixture of Arab forms largely derived from the 13th century Baghdadi illuminator Yahya al Wasiti, and current European forms. But his peasants, his Bedouins, his fishermen owe much to the waters of Tigris and Euphrates. His harvesters, his curd-sellers, however cubistically stylized, laboured under a clear Mesopotamian surrounding.

When after that he took a plunge into abstract painting, he found inspiration mostly in Iraqi folk arts. He would either balance his colour planes seemingly geometrically or so manipulate them as to suggest ancient Iraqi sites"

- Jabra Ibrahim Jabra







24 \*

**SALEM AL-DABBAGH (IRAQ, BORN 1941)**

Untitled

oil on canvas, framed

signed in Arabic (lower right), further signed and dated "04" on verso,  
executed in 2004

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

**£8,000 - 12,000**

**US\$12,000 - 19,000**

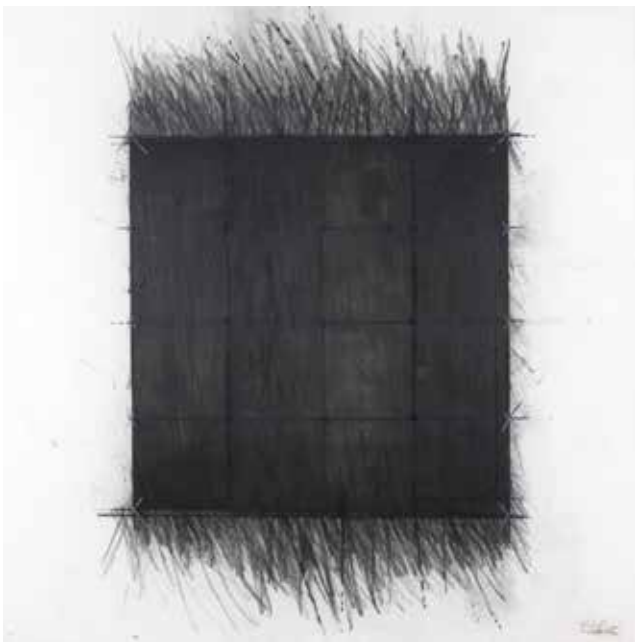
**€11,000 - 16,000**

**Provenance**

Property from a private collection, Jordan

Acquired directly from the artist by the present owner





25 \*

**SALEM AL-DABBAGH (IRAQ, BORN 1941)**

Untitled (Triptych)

charcoal and acrylic on canvas laid down on wood, in three parts,  
framed signed and dated in Arabic (lower right and verso),  
executed in 2009  
*each panel: 120 x 120 cm (47 1/4 x 47 1/4in).*

£25,000 - 35,000

US\$39,000 - 54,000

€34,000 - 48,000

**Provenance**

Property from a private collection, Amman

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

Untitled

oil on canvas, framed  
executed circa 1960's  
76 x 100cm (29 15/16 x 39 3/8in).

£22,000 - 30,000

US\$34,000 - 46,000

€30,000 - 41,000

**Provenance**

Property from a private collection, London

"A elegiac tone has marked the work of Kadhem Haider for some years, ever since he painted a large number of pictures on the martyrdom of Hussein at Karbala, but in a manner quite different from that of Azzawi. For him the religious inspiration of Islam comes through a sense of tragedy, in signs and symbols that he makes his own; horses, helmets, swords, spears, men, women, tents, conspiracies, treacheries - the whole phantasmagoria of ancient battles in a peculiarly personal idiom.

Man defiant though prisoner, though martyred and quartered; such has been his theme for a long time, partly derived from Arab history as he understands it, where much of his modern vision is rooted. But Kadhem Haider has also employed his style in telling of man in search of himself, in search of love, in search of wonder. He unabashedly mixes the figurative with the abstract, but having devised a vocabulary of distinctly personal forms, the mixture serves his purpose well, when figure and abstract seem to exchange function and complement one another very much as in Sumerian art.

His Buraq is thus in part the horse of the Prophet's night journey, and in part the soul's journey through the dark blues of man's endless night of mystery."

- Jabra Ibrahim Jabra

Kadhim Hayder was a master of weaving symbolism, poetic allegory and abstraction into compositions that were predominantly narrative in subject matter.

As a poet, he had a lifelong fascination with the Shi'ite epic of the Martyrdom of Imam Hussein and this episode forms the subject matter of his most significant body of work, *The Epic of the Martyr* which was exhibited in 1965 at the National Museum of Modern Art.

The present work is a seminal example from this period; seemingly abstract in its entirety, Hayder employs cunning visual symbols that allow us to decipher his hidden narrative. A lone red moon is the only concrete remnant of a totally obfuscated landscape. This "blood moon", a depiction of the lunar eclipse, in Quranic tradition, is symbolic of the wrath of God, and a celestial reminder of the day of judgement. Beneath this, a mass of yellow and white geometric shapes meet one another in fractious confluence.

This outwardly abstruse configuration is understood in reference to Hayder's wider body of work dealing with the battle of Karbala; in other compositions, the white horses of Hussein are seen mourning the death of their Martyr beneath an ominous red moon. In this work, the abstracted sea of white, representing the purity of the fallen Hussein and his fellow martyrs, is assaulted by a mass of opposing colour and enveloped in a sea of black, all under the watchful gaze of the red moon, the signifier of the Almighty's disapproving ire.



***The hour has come  
near, and the moon has  
been cleft asunder.***



Surat Al-Qamar

Poignantly, this symbol, the moon, remains as a concrete reminder of the continuity and immediacy of the divine, the only figure that, through its perfection and wholeness, utterly defies any attempt at abstraction.

Kadhim Hayder studied literature at the Higher Institute for Teachers; in 1957 he earned a diploma from the Institute of Fine Arts. Between 1959 and 1962 he studied theatre design at the Central College of the Arts in London. Upon returning to Iraq, he taught at the Institute of Fine Arts, opening a department of design. He continued to teach at the Academy of Fine Arts, when it replaced the Institute of Fine Arts; his book *al-Takhtit wa Elwan* (Sketching and Colours) became standard reading for students there. In 1971 he organized a group called the Academicians, based on an exhibition and around a text he wrote reclaiming a Platonic notion of the academy as a way to relate the different arts to each other, and to the arts of the past. He served as president of the Union of Iraqi Artists, the Union of Arab Artists, and the Society of Iraqi Plastic Artists.

Hayder began showing work while he was still a student, at a number of collective exhibitions held at Nadi al-Mansur, the major exhibition space in Baghdad during the 1950s. When his work and that of other young artists was rejected for exhibition at Nadi al-Mansur in 1958, he organized a counter-exhibition of the rejected. He also displayed his work at Al-Wasiti Gallery in Baghdad in 1964, and in 1965 he exhibited the series *The Epic of the Martyr* at the National Museum of Modern Art. Selected works from the series were subsequently shown in Beirut, both on their own, and as a prominent part of a collective exhibition of work by Iraqi artists at the Surock Museum, a show that toured a number of European capitals under the sponsorship of the Gulbenkian Foundation.

His work was included in many major exhibitions throughout the 1970s, such as the First Arab Biennale, Baghdad, 1974; Musée d'Art Moderne de la Ville de Paris, 1976; and the International Art Exhibition for Palestine held in Beirut, 1978. In 1984 he held a final solo show at the Iraqi Cultural Centre in London. His work was quickly acquired by private collectors, and thus it is only in recent years that it has entered public collections beside that of the Museum of Modern Art in Baghdad, such as that of the Barjeel Art Foundation in Sharjah, and Mathaf: Arab Museum of Modern Arab Art in Doha.





27 \*

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

Untitled (*One Dimension*)

mixed media on wood, framed

signed "Shakir Hassan Al Said" and dated "1971" in Arabic (lower left)

76 x 56cm (29 15/16 x 22 1/16in).

£20,000 - 25,000

US\$31,000 - 39,000

€27,000 - 34,000

**Provenance**

Property from a private collection, Middle East

The present work is not only one of the most outstanding examples of Shakir Hassan's primitive calligraphic compositions, but a quintessential expression of the "one dimensionalism" that he and his fellow group members practiced. An artist of unfathomable versatility, Shaker Hassan's movement from figurative, folk motifs towards an increasingly abstract, spiritual form of calligraphic representation demonstrates the consummate technical and conceptual variety this illustrious artist possessed.

Conceiving of calligraphy as primarily a form of spiritual practice, Shakir Hassan explores the primitive and mystical functions of the Arab letter form in a manner seldom seen in the history of Islamic calligraphy. Academic, formalized and rigid, calligraphy was traditionally the highest form of religious and court craft in the Arab world. Shakir Hassan completely subverts these principles, for him, the meaning pregnant dimensions of calligraphic practice lie in the meditative, introspective and contemplative aspects of the art making process.

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

Vague imprints, freely rendered outlines and a sense of spontaneity all pervade the composition. For his canvas, Al Said chooses the rugged aesthetic of the urban wall, breaking the constraints of conventional "easel" painting and ultimately questioning the validity of the very notion of an "artistic surface".

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

Dr Nada Shabout





28 \*

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

Untitled (Black and White)

ink on paper, framed

signed "Shakir Hassan Al Said" and dated "1999/3/7" in Arabic (bottom), executed in 1999

49 x 26cm (19 5/16 x 10 1/4in).

£6,000 - 10,000

US\$9,300 - 15,000

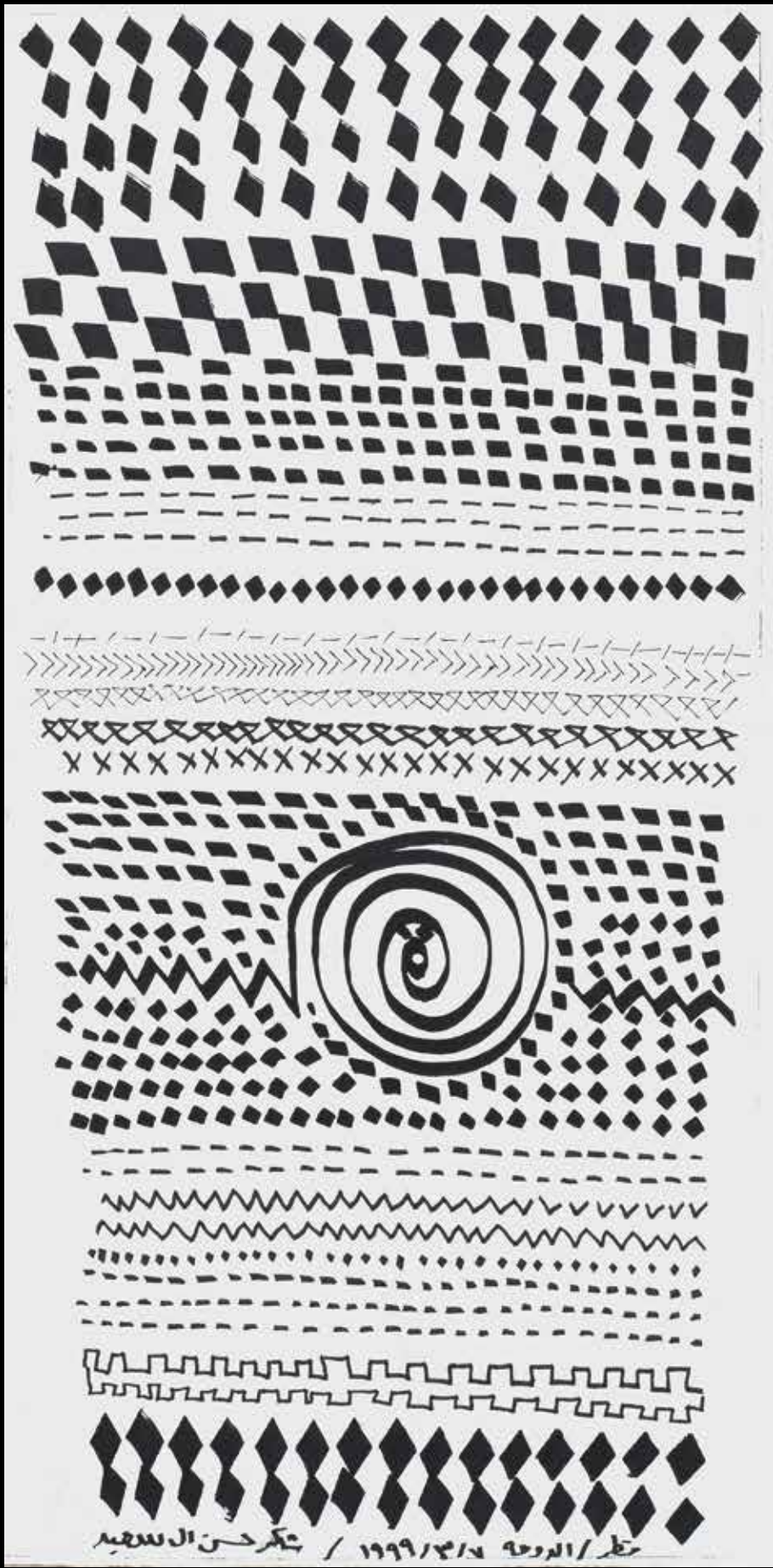
€8,200 - 14,000

**Provenance**

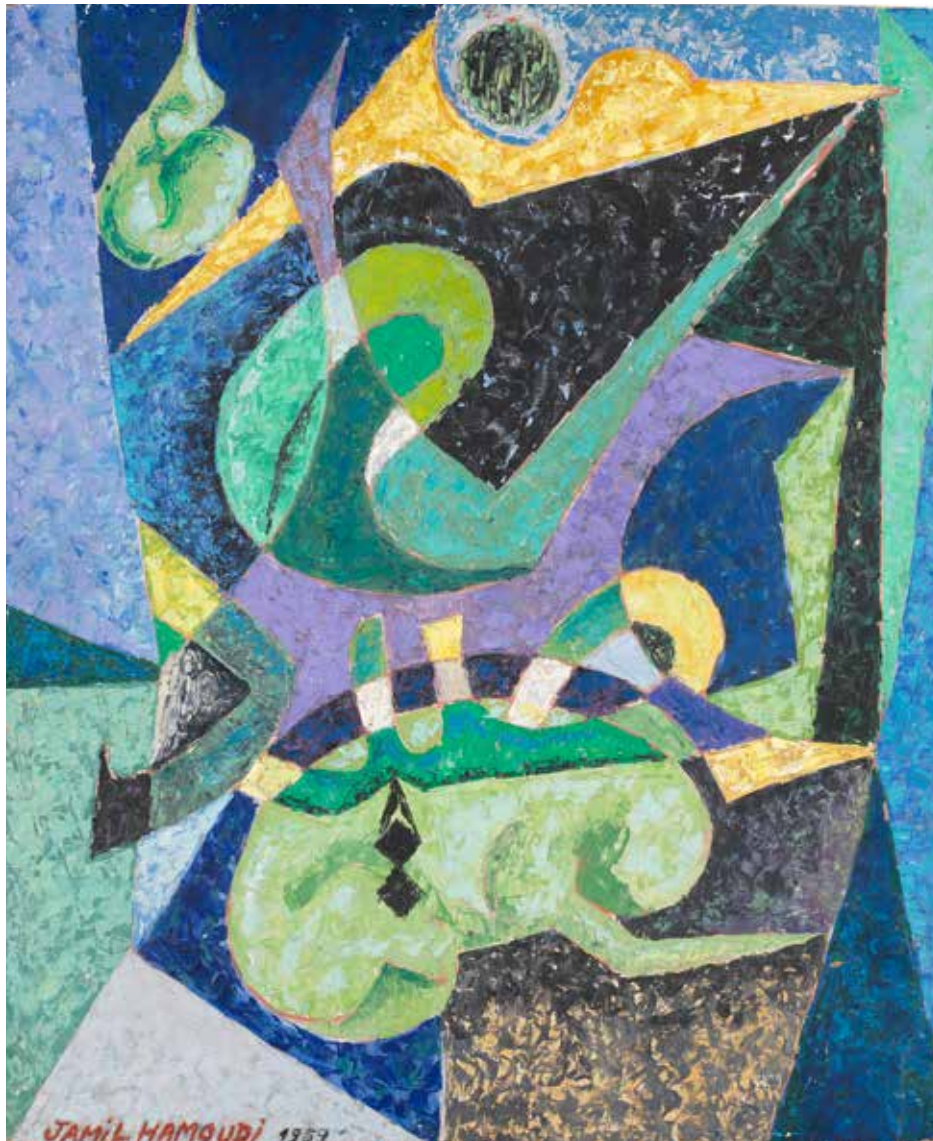
Property from a private collection, Middle East

***Ultimately Al Said's experiments in time and space led to what he termed "the experience of environmental truth in art." As a new form of realizing the One-Dimension, istilham al-sahnah al-jidariyah, seeking inspiration from or integrating "the wall" in art, became Al Said's last obsession with expressing the collapse of time into space until his death in 2004, as the result of his second clinical depression that left him debilitated during the last year of his life. Al Said's work is a testimony to the depth of theoretical and historical difference (localness) despite of surface "global" visual similarities.***

Dr Nada Shabout



مطر / الدورة ١٤ / ١٩٩٩ / شكر حسن التميمي



29 \*

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

Untitled  
acrylic on board, framed  
signed "JAMIL HAMOUDI" and dated "59" in English (bottom left),  
executed in 1959  
65 x 54cm (25 9/16 x 21 1/4in).

£8,000 - 12,000

US\$12,000 - 19,000

€11,000 - 16,000

**Provenance**

Property from a private collection, Jordan

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

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

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





30

**MADIHA OMAR (SYRIA, 1908-2005)**

Untitled

oil on board, framed

signed "Madiha Omar" in Arabic and dated "66", executed in 1966  
*59 x 59cm (23 1/4 x 23 1/4in).*

**£12,000 - 15,000**

**US\$19,000 - 23,000**

**€16,000 - 20,000**

**Provenance**

Property from a private collection, Jordan

The first Iraqi woman to receive a scholarship from the government to study in Europe, Madiha Omar officially studied education but also pursued lessons in art. In 1933, she graduated from the Maria Grey Training College, London. Returning to Baghdad, Omar taught painting at the Teachers Training School for Women and later became head of the arts department.

In 1942, she relocated to Washington, DC, where she received an MFA from the Corcoran School of Art in 1959 and studied art education at George Washington University. She held her first exhibition in Georgetown's public library, Washington, DC, in 1949.

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

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



31  
**SHAKIR HASSAN AL-SAID (IRAQI, BORN 1925)**  
Untitled  
oil on wood  
executed circa 1970  
65 x 46cm (25 9/16 x 18 1/8in).

£13,000 - 16,000  
US\$20,000 - 25,000  
€18,000 - 22,000

**Provenance**  
Property from a private collection, Jordan

**Exhibited**  
Baghdad, Athar Gallery, *Shakir Hassan Al Said - The General Retrospective Exhibition*, October 2001

**Published**  
Farouk Yousif, *Al Said/Himat - A Story of the Unseen in Painting*,  
The Arab Institute for Research and Publishing, Amman, 2010





32 \*

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

Surat Abasa 17

pen on paper, framed

signed in Arabic, further signed and dated "Jamil Hamoudi 1982" in English, executed in 1982  
69 x 69cm (27 3/16 x 27 3/16in).

£6,000 - 10,000

US\$9,300 - 15,000

€8,200 - 14,000

**Provenance**

Property from a private collection, Jordan

**Exhibited**

La Maison De L'Unesco, *Jamil Hamoudi*, Paris, 1987

**Published**

Exhibition Catalogue, La Maison De L'Unesco, *Jamil Hamoudi*, Paris, 1987 (illustrated)



33 \* W

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

Untitled

acrylic and mixed media on board

signed in Arabic and dated "XX 01", executed in 2001

153 x 122cm (60 1/4 x 48 1/16in).

**£32,000 - 40,000**

**US\$49,000 - 62,000**

**€44,000 - 54,000**

**Provenance**

Property from a private collection, Middle East

"With Ismail Fattah who like Rahal and Ghani also studied in Rome –his works are related to his country's experience by virtue of their themes rather than their actual style. His beautiful statue of the great Abbasid poet Abu Nuwas may look like a Gothic Christ, but he knows it. He knows his bronzes owe more to modern sculpture than to Sumer or Assyria. To him, this is a technical point which is no cause for worry as long as he can express his Iraqi themes in a manner related to the present. If his style, which has its emphatic qualities, derives from contemporary [art], his confidence may lie in the fact that [art] in our time derives from a vast mixture of cultures mostly medieval or ancient, and especially middle-eastern" - Jabra Ibrahim Jabra

Ismail Fattah studied painting and sculpture, under the instruction of Jewad Selim, at the Institute of Fine Arts, Baghdad, from 1952–1958 (he received his Diploma in Painting in 1956, and in Sculpture in 1958). He went on to train in Rome, studying sculpture at the Accademia di Belle Arti, and ceramics at the Accademia San Giacomo, in 1964. Returning to Baghdad in 1965, Fattah taught ceramics, and later sculpture (from 1969), at the Academy of Fine Arts until the late-1990s. He was president of the Society of Iraqi Artists for Abstract Art, from 1971–78.

He was also a member of the Baghdad Group of Modern Art, joined Al-Zawya in 1967, and was a founding member of the New Vision group (he exhibited his work at their first group show in 1969). Along with Selim, Fattah is regarded as one of Iraq's preeminent modern sculptors. Other than The Monument of the Martyr, his public commissions include the Monuments of Iraqi poets: al-Wasiti; al-Farabi, 1970–75; Lawyer's Union Façade, Ministry of Industry, 1967, and the Conference Palace, Baghdad, 1983.





***These are the colors of the Bedouins, of the desert. Almost all tribes, from Morocco to the Gulf, share a preference for warm colors - reds, oranges, yellows - in contrast to Europe, where pastels are more common. Such colors 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

34 \*

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

Miramar Garden - Mohammedia

Oil on canvas, framed

signed and dated "Azzawi 94" in English (lower right),

titled "Miramar Garden Mohammedia" in English (on the verso),

executed in 1994

40 x 30cm (15 3/4 x 11 13/16in).

**£12,000 - 15,000**

**US\$19,000 - 23,000**

**€16,000 - 20,000**

The Miramar gardens in Mohammedia, Morocco have inspired generations of visitors and artists and, as this magnificent work demonstrates, enchant and intrigue with their dazzling kaleidoscopic banks of colourful foliage and dramatic floral arrangements. These qualities are found in this remarkable 1994 work by the Iraqi master painter and sculptor Dia Azzawi.

This unique piece recalls the occasion the artist stayed at the hotel and found himself seduced by the beauty and tranquility of the hotel's gardens, immediately recognising a blend of colour and form that chimed with his own explorations into collage and light. Bringing his predilection for collage and semi-abstracted forms to the fore, 'Miramar Gardens' is imbued with refracted light, dynamic textures and Azzawi's signature, bold compositional style.

Dramatic, primitivist forms are delineated with ochre, umber and vermilion hues, coalesce into a tightly composed abstraction of light, form colour and natural harmony. Azzawi typically incorporates structures and visual symbolism harking back millennia, which is evident here in this artwork.

Azzawi's abiding love and respect for the natural world shines through in this work, which echoes the formal approach and inimitable style, characteristic of the 'New Vision' school of painting he founded in 1969. Here, he foregrounded the use of bold outlines, attention to detail, and improvisational techniques.

Dia Azzawi is internationally recognized as one of the pioneers of modern Arab art. Over the span of a 40-year career, Azzawi has explored subjects ranging from the political to the ancient history of Iraq, through painting, sculpture, prints, drawings, and book art. He lives and works in London but continues to derive inspiration from his homeland, Iraq.

With exhibitions of his work held worldwide, 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.

35

**NO LOT**





36

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

Susbiro del Moro

bronze

signed, initialed and dated (on the base) the present work is number four from an edition of seven, executed in 2010  
49 x 86cm x 14cm (19 5/16 x 33 7/8in x 5 1/2in).

£25,000 - 35,000

US\$39,000 - 54,000

€34,000 - 48,000

**Provenance**

Property from a private collection, London



***Do not weep like a woman for what  
you could not defend as a man.***

Aisha al-Hurra, 1492







***There is a deadly darkness at the moment. Perhaps art can bring light into this darkness. As artists, we only have one means to offer resistance in this tragedy, and that is our creativity. Even if we are surrounded by death and horror, we can put these experiences into our art, and try to find an expression for the suffering. Using art to help strengthen the Iraqi identity, to give our best, to stay on the international level – that is the only true resistance for me.***

Rafa Nasiri

37 \*

**RAFA NASIRI (IRAQ, 1940-2013)**

Untitled

oil and gold-leaf on board

signed and dated "Rafa 04" in English, executed in 2004  
120 x 120cm (47 1/4 x 47 1/4in).

£12,000 - 15,000

US\$19,000 - 23,000

€16,000 - 20,000

**Provenance**

Property from a private collection, Jordan

Acquired directly from the artist by the present owner

Rafa Nasiri was a renowned contemporary Iraqi painter, known for his compositions (described by critics as "cosmicscapes") drawing cues from modern abstract art (particularly Abstract Expressionism/ Tachisme) as well as using Chinese influences and Arabic calligraphy within his art.

Rafa studied painting in Iraq (Institute of Fine Arts — Baghdad 1956 — 1959), Graphic art in China (Central Academy of Fine Arts — Beijing 1959 — 1963) and in Portugal (Grvaura — Lisbon 1967 — 1969). Between 1974 and 2001 he joined several professional Graphic studios in Salzburg, London, Assela, Baghdad and Amman.

He taught painting, graphic art and graphic design in Iraq, Jordan & Bahrain from 1964 to 2003 in addition to delivering many lectures on art in different Arab and world capitals. In 1997 he published a book entitled "Contemporary Graphic Art".

Rafa has held a large number of individual exhibitions from 1963 to the present time in Hong Kong, Baghdad, Kuwait, Beirut, Casablanca, Paris, Beijing, Amman, Sharja, Manama, and Kampen (Germany). He took part in international exhibitions held in Germany, Belgium, Yugoslavia, Poland, England, Norway, India, Brazil, France, South Korea, Egypt and Switzerland from 1965 to 2003.

International prizes include Fredrickstad (Norway) 1978, Cagnes-sur-mer (France) 1977, Salzburg (Austria) 1974, and Baghdad (Iraq) 1986. Rafa took part as Jury member for international exhibitions in London 1980, Berlin 1987, Paris 1982, Fredrickstad 1995, and Cairo 1997.

38

**RAFA NASIRI (IRAQ, 1940-2013)**

Untitled

acrylic on canvas, framed

signed "Nasiri 77" in English (lower right),

further signed and dated in Arabic and English (on the verso)

109 x 96cm (42 15/16 x 37 13/16in).

£12,000 - 15,000

US\$19,000 - 23,000

€16,000 - 20,000

**Provenance**

Property from a private collection, Jordan

Acquired directly from the artist the present owner

"Rafa al Nasiri, a basically abstract painter, came for some time under the spell of Arabic calligraphy, when he began to use whole phrases, usually of a devout nature, as a centre for his canvases. Soon, however, he was to seek the formal values of individual letters for his new kind of plastic variations.

The relation between his original graphic skill, heightened by his study of Chinese art in Peking, and his novel manipulation of the alphabet, has thus been emphasized. Having mastered the distribution of balances, extensions, and empty planes, he achieves a harmonic lightness, a sheer visual delight, which once marked his earlier non-calligraphic work. More recently he has taken even greater liberty with his forms: words, haphazard numbers, crosses and circles, become symbolic graffiti, suggestive of repressed agonies. The poetic undertones thus join forces with the purely visual sensation."

- Jabra Ibrahim Jabra



37



38



39 \*

**MOHAMMAD MOHREDDIN (IRAQ, BORN 1938)**

Untitled

mixed media on wood, framed  
signed and dated (lower right), with artists sticker on verso,  
executed in 2009

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

£13,000 - 16,000

US\$20,000 - 25,000

€18,000 - 22,000

**Provenance**

Property from a private collection, Amman

"His mainly abstract compositions, done in very dark colours and often in wooden collage riddled with bullet-holes and traced in lines suggesting human heads, are disturbing reminders of what he calls "this strange world." However much it betrays the Polish influences he has carried with him ever since he studied in Warsaw, his work is charged with a somberness of statement and evocation that gives it its consistency. With their forceful stark idiom, his large paintings are never easy to forget."

- Jabra Ibrahim Jabra





40

**MOHAMMAD MOHREDDIN (IRAQ, BORN 1938)**

Untitled

oil on canvas, framed

executed in 1998

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

£6,000 - 10,000

US\$9,300 - 15,000

€8,200 - 14,000



41 \*

**LISA FATTAH (GERMANY, 1941-1992)**

Anatomical Composition

pencil on paper, framed

signed and dated "1981" in Arabic, marked "BAGDAD" in English,  
executed in 1981

59 x 42cm (23 1/4 x 16 9/16in).

£3,000 - 5,000

US\$4,600 - 7,700

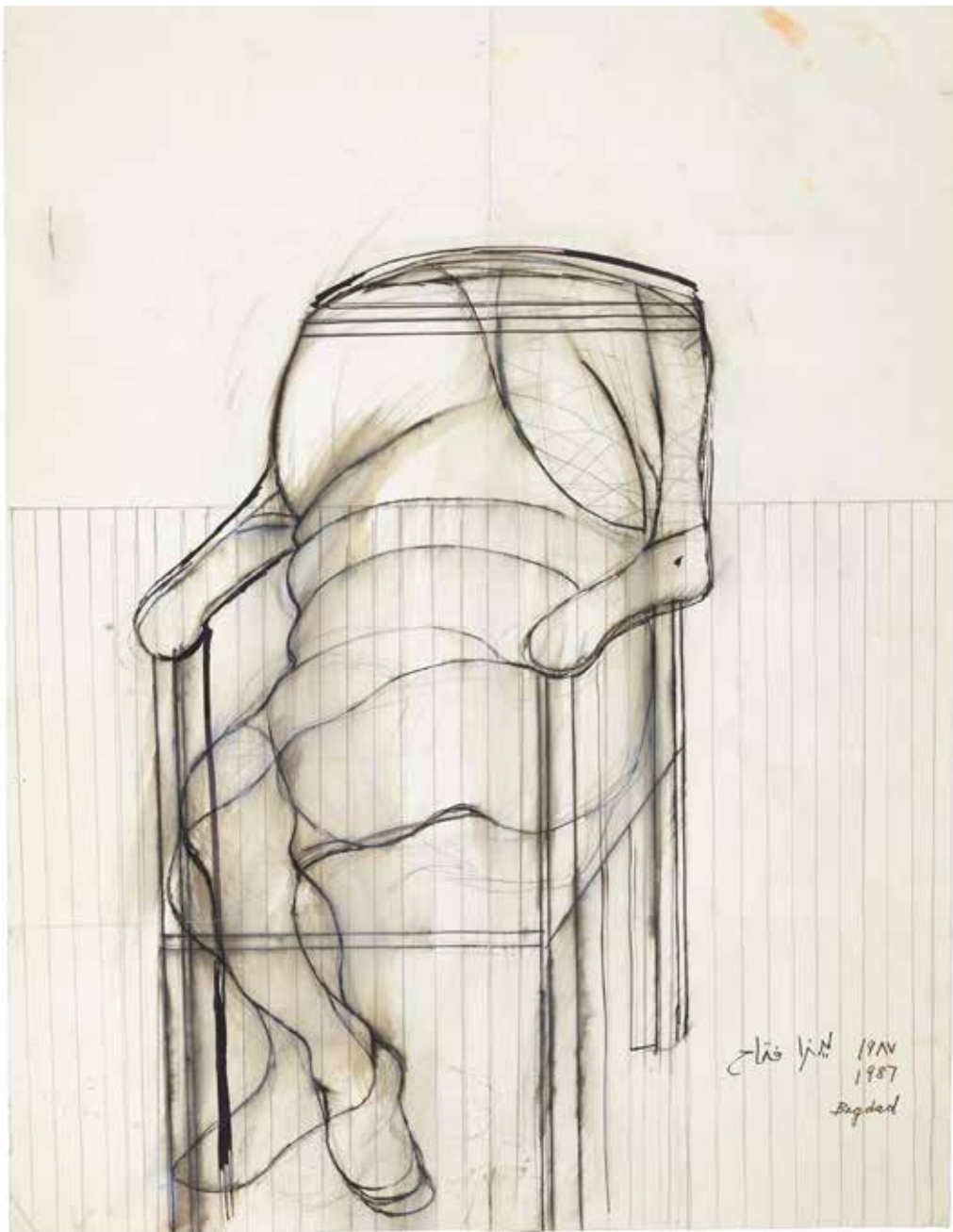
€4,100 - 6,800

**Provenance**

Property from a private collection, Jordan

Lisa Fattah studied at the Accademia di Belle Arti in Rome, graduating in 1963. From 1963–64, she studied at the Academia de San Fernando in Madrid. During her time in Rome, she met Ismail Fattah whom she married, moving to Iraq after her studies in the 1960s.

Lisa Fattah, an artist of Swedish origin, is known for her expressionist style, which she used to express her anger against the violence and injustice suffered by the Iraqi people. One of her best known paintings is *Aggression* (1990), displayed in the exhibition *Breaking the Veils: Women Artists from the Islamic World*, which toured the US from 2008–2011, and held in the Jordan National Gallery of Fine Arts, Amman.



42

**LISA FATTAH (GERMANY, 1941-1992)**

Seated Figure

pencil on paper, framed

signed in Arabic and dated "1987", marked "BAGDAD" in English,  
executed in 1987

59 x 42cm (23 1/4 x 16 9/16in).

£3,000 - 5,000

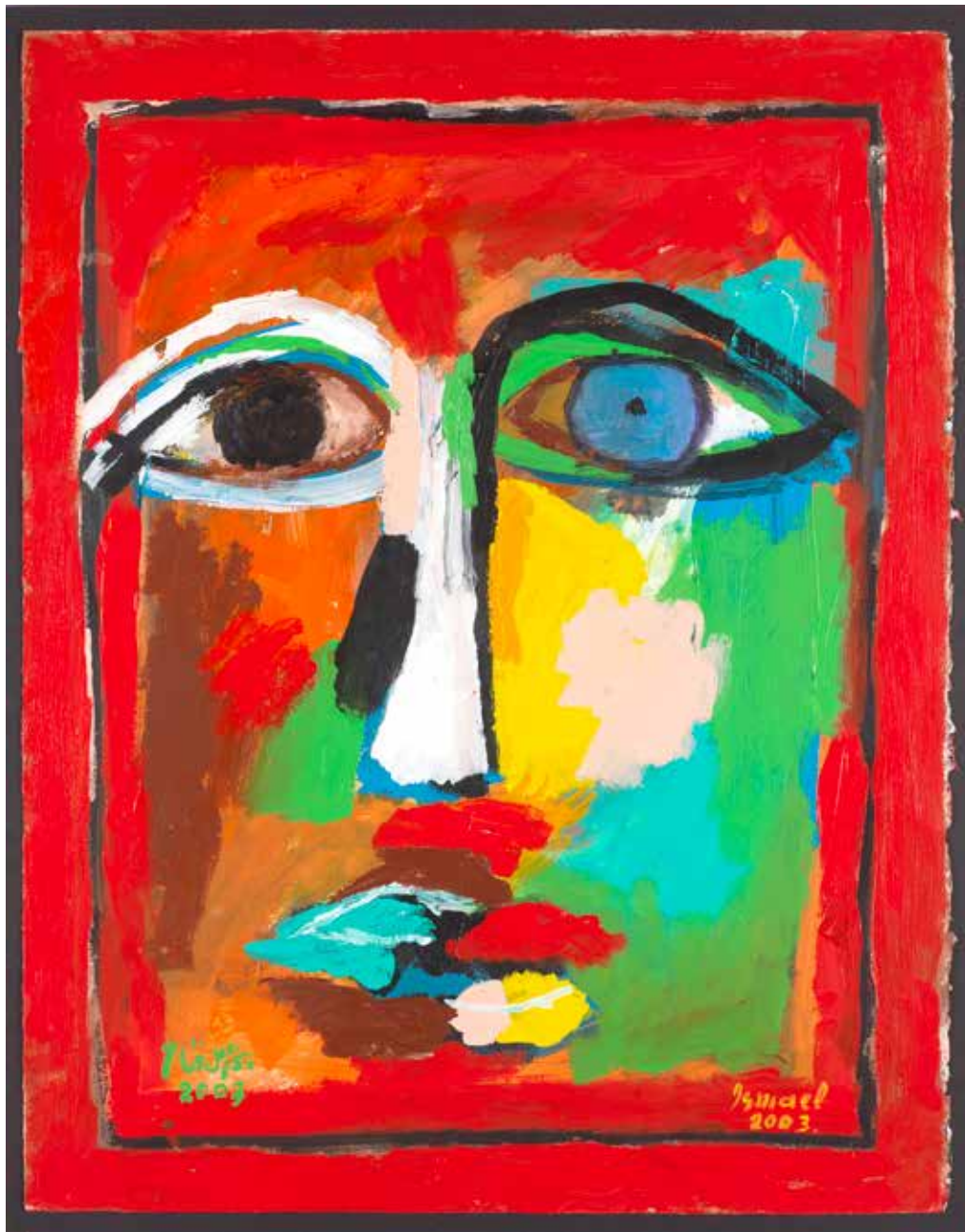
US\$4,600 - 7,700

€4,100 - 6,800

**Provenance**

Property from a private collection, Jordan





43 \*

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

Face

acrylic on paper, framed

signed "Ismael" and dated "2003" in English (lower right),  
executed in 2003

65 x 52cm (25 9/16 x 20 1/2in).

£12,000 - 15,000

US\$19,000 - 23,000

€16,000 - 20,000

**Provenance**

Property from a private collection, Middle East



44 \*

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

Cockerel

acrylic on paper, framed

signed "Ismael" in English (lower right),

signed and dated "2004" in Arabic (lower left), executed in 2004

66 x 52cm (26 x 20 1/2in).

£12,000 - 15,000

US\$19,000 - 23,000

€16,000 - 20,000

**Provenance**

Property from a private collection, Middle East

45 \* W

**HIMAT MOHAMMAD ALI (IRAQ, BORN 1960)**

Untitled

oil on canvas, framed

signed and dated "2008", executed in 2008

200 x 120cm (78 3/4 x 47 1/4in).

**£6,000 - 10,000**

**US\$9,300 - 15,000**

**€8,200 - 14,000**

**Provenance**

Property from a private collection, Amman

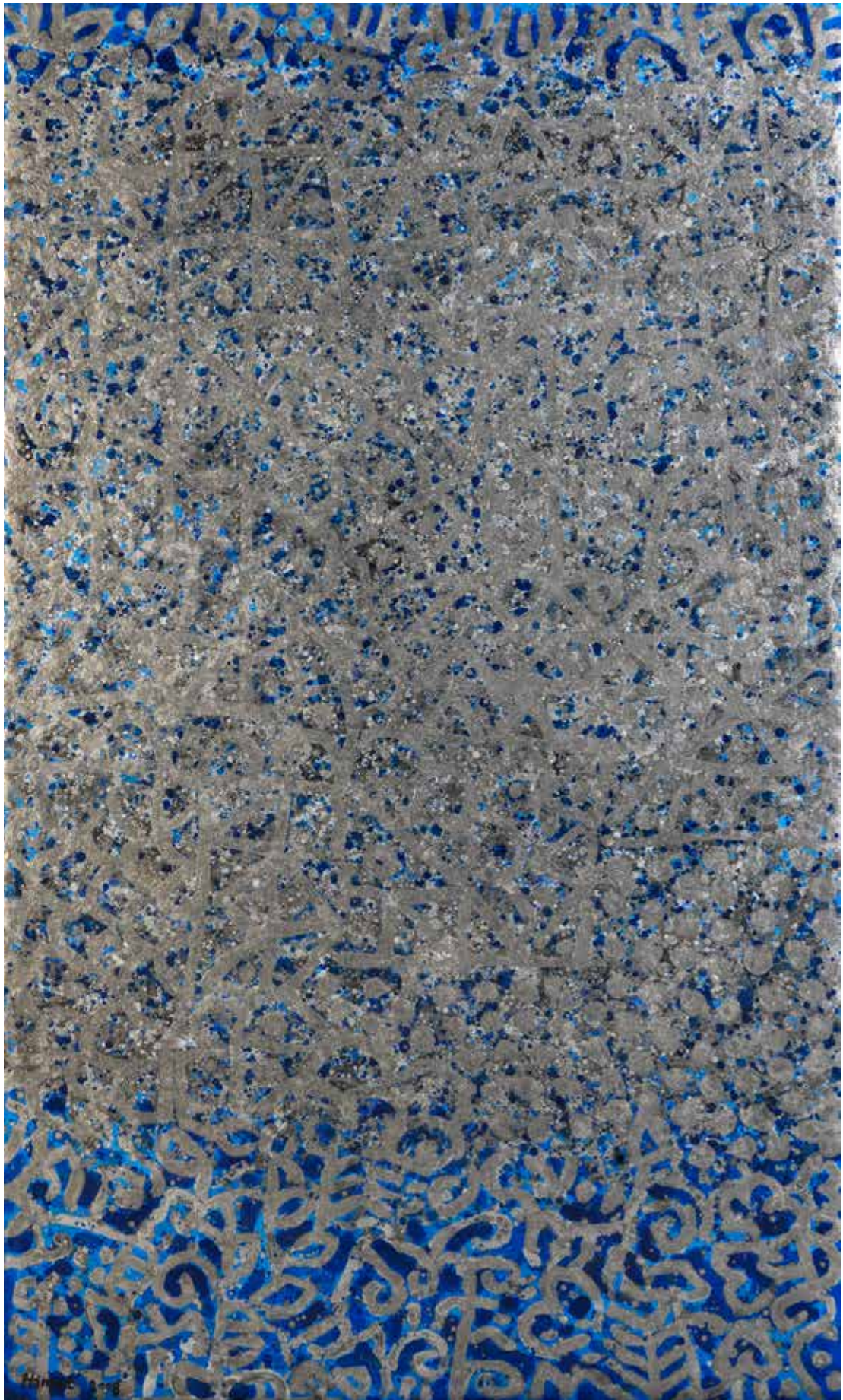
Himat Mohammed Ali has shown his work in numerous solo exhibitions in France, Japan, Switzerland, Austria, the Netherlands, and throughout the Arab world. Himat has made mural paintings in Morocco, Japan, and Bahrain. He has exhibited with world-renowned poets, such as Adonis, André Velter, and Gutaro Tunezumi. He has published over 30 works in collaboration with poets including Muhammad Bennis, Michel Butor, Kasim Haddad, and Sadi Youssef. Two films have been dedicated to him; the first, directed by Fuâd Mimi in 1991 and the second by Ferial Ben Mahmoud in 2003.

Himat also participated in the well-toured exhibition and book project *Strokes of Genius: Contemporary Iraqi Art*. Himat's awards include: First Prize, Honorary Award, and Graphics Award, First and Seventh Al-Wasiti Festival, Baghdad in 1989, 1987, and 1985, along with the Appreciation Award, First Youth Fair, Baghdad in 1982.

His works are part of various public collections, including the Museum of Modern Art in Baghdad, Iraq; the Jordan National Gallery of Fine Arts in Amman, Jordan; the Khalid Shoman Foundation-Darat al Funun in Amman, Jordan; the Al Sharjah Museum in Al Sharjah, United Arab Emirates; the Museum of the Institute of the Arab World in Paris, France; the Bibliothèque de la Francophonie in Limoges, France; the Ministry of Culture in Tunis, Tunisia; and the National Library of France in Paris. He is a member of SIPA and UIA. He currently lives in Paris, France.









46

**YASIN ATIA (IRAQ)**

Untitled

oil on canvas

signed and dated "1997",

executed in 1997

196 x 99cm (77 3/16 x 39in).

£4,000 - 6,000

US\$6,200 - 9,300

€5,400 - 8,200

**Provenance**

Property from a private collection,

London





47

**IMAN ALI KHALID (IRAQ)**

Untitled

oil on canvas

signed "Iman Ali" in Arabic and dated "89", executed in 1989

100 x 120cm (39 3/8 x 47 1/4in).

£3,000 - 4,000

US\$4,600 - 6,200

€4,100 - 5,400

**Provenance**

Property from a private collection, London

48 - 49

**NO LOTS**



**ISLAMIC AND INDIAN ART  
THE TIPU SULTAN COLLECTION**

Tuesday 21 April 2015  
New Bond Street, London

**A MAGNIFICENT 17-BORE  
TWO SHOT SUPERIMPOSED-  
LOAD SILVER-MOUNTED  
FLINTLOCK SPORTING GUN  
FROM THE PERSONAL  
ARMOURY OF TIPU SULTAN**  
by Asad Khan-e Muhammad,  
Seringapatam, dated Mawludi  
year 1222/ AD 1793-94  
£100,000 - 150,000

**ENQUIRIES**

+44 (0) 20 7468 8249  
claire.penhallurick@bonhams.com



**Bonhams**

LONDON

[bonhams.com/islamic](http://bonhams.com/islamic)

## AFRICA NOW

Wednesday 20 May 2015  
New Bond Street, London

**BENEDICT CHUKWUKADIBIA  
ENWONWU M.B.E  
(NIGERIAN, 1917-1994)**  
*'Africa Dances'*  
£60,000 - 90,000

**ENQUIRIES**  
+44 (0) 20 7468 8355  
africanow@bonhams.com

**Closing date for entries**  
Friday 20 March 2015



# Bonhams

LONDON

[bonhams.com/africa](http://bonhams.com/africa)

## NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### *Contractual Description of a Lot*

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

#### *Estimates*

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

#### *Condition Reports*

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

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

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

#### *Bonhams' responsibility to you*

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

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

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

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

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

#### *Alterations*

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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



## Bidding in person

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

## Bidding by telephone

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the *Hammer Price*  
20% from £50,001 to £1,000,000 of the *Hammer Price*  
12% from £1,000,001 of the *Hammer Price*

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

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

## 8. VAT

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

The following symbols are used to denote that *VAT* is due on the *Hammer Price* and *Buyer's Premium*:

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- \* *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

- G Gold bullion exempt from *VAT* on the *Hammer Price* and subject to *VAT* at the prevailing rate on the *Buyer's Premium*
- Zero rated for *VAT*, no *VAT* will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no *VAT* will be charged on the *Hammer Price*, but *VAT* at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a *VAT* inclusive basis.

## 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

**Sterling personal cheque drawn on a UK branch of a bank or building society:** all cheques must be cleared before you can collect your purchases;

**Bankers draft/building society cheque:** if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

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

**Sterling travellers cheques:** you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

**Bank transfer:** you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc  
Address: PO Box 4RY  
250 Regent Street  
London W1A 4RY  
Account Name: Bonhams 1793 Limited Trust Account  
Account Number: 25563009  
Sort Code: 56-00-27  
IBAN Number: GB 33 NWBK 560027 25563009

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

**Debit cards:** there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

**Union Pay cards:** these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

**Credit cards:** Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

Please refer all enquiries to our shipping department on:  
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805  
Email: [shipping@bonhams.com](mailto:shipping@bonhams.com)

## 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

### Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

modern firearms specialist. All prospective *Bidders* are advised to consult the " " of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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

## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### ~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

### Gemstones

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

### Estimated Weights

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

### Signatures

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

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

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

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

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

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

## 20. PHOTOGRAPHS

### Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

## 21. PICTURES

### Explanation of *Catalogue* Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

Wines lying in Bond are marked  $\Delta$  and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

*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.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- , †, \*, G, Ω, α see clause 8, VAT, for details.

### DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

## 1 THE CONTRACT

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

## 2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

## 3 DESCRIPTIONS OF THE LOT

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

## 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

## 5 RISK, PROPERTY AND TITLE

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

## 6 PAYMENT

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

## 7 COLLECTION OF THE LOT

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

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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

#### 4 COLLECTION OF THE LOT

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

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

#### 5 STORING THE LOT

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

#### 6 RESPONSIBILITY FOR THE LOT

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



<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):			9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;				
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;				
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.5	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;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i> ) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9	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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:		
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and		
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	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.		
		<b>9</b>	<b>FORGERIES</b>	<b>10</b>	<b>OUR LIABILITY</b>
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		9.2	Paragraph 9 applies only if:	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.2.2	changes in atmospheric pressure; nor will we be liable for:
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.2.3	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 <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

"**Additional Premium**" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).  
"**Auctioneer**" the representative of *Bonhams* conducting the *Sale*.

**"Bidder"** a person who has completed a *Bidding Form*.

**"Bidding Form"** our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

**"Bonhams"** Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

**"Book"** a printed *Book* offered for *Sale* at a specialist *Book Sale*.

**"Business"** includes any trade, *Business* and profession.

**"Buyer"** the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

**"Buyer's Agreement"** the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

**"Buyer's Premium"** the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

**"Catalogue"** the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

**"Commission"** the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

**"Condition Report"** a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

**"Conditions of Sale"** the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

**"Consignment Fee"** a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

**"Consumer"** a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

**"Contract Form"** the *Contract Form*, or vehicle *Entry form*, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

**"Contract for Sale"** the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

**"Contractual Description"** the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract 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.

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

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

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

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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



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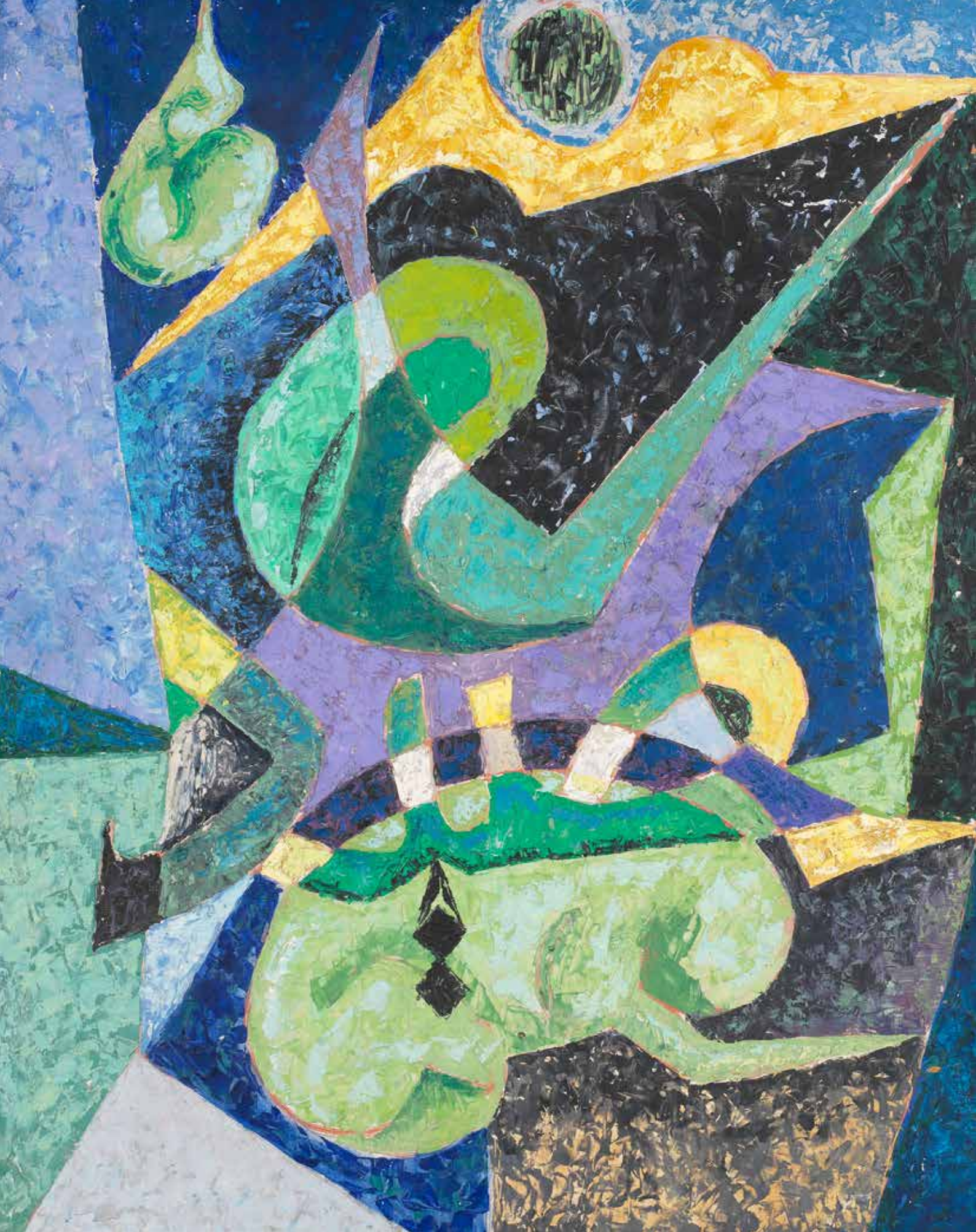
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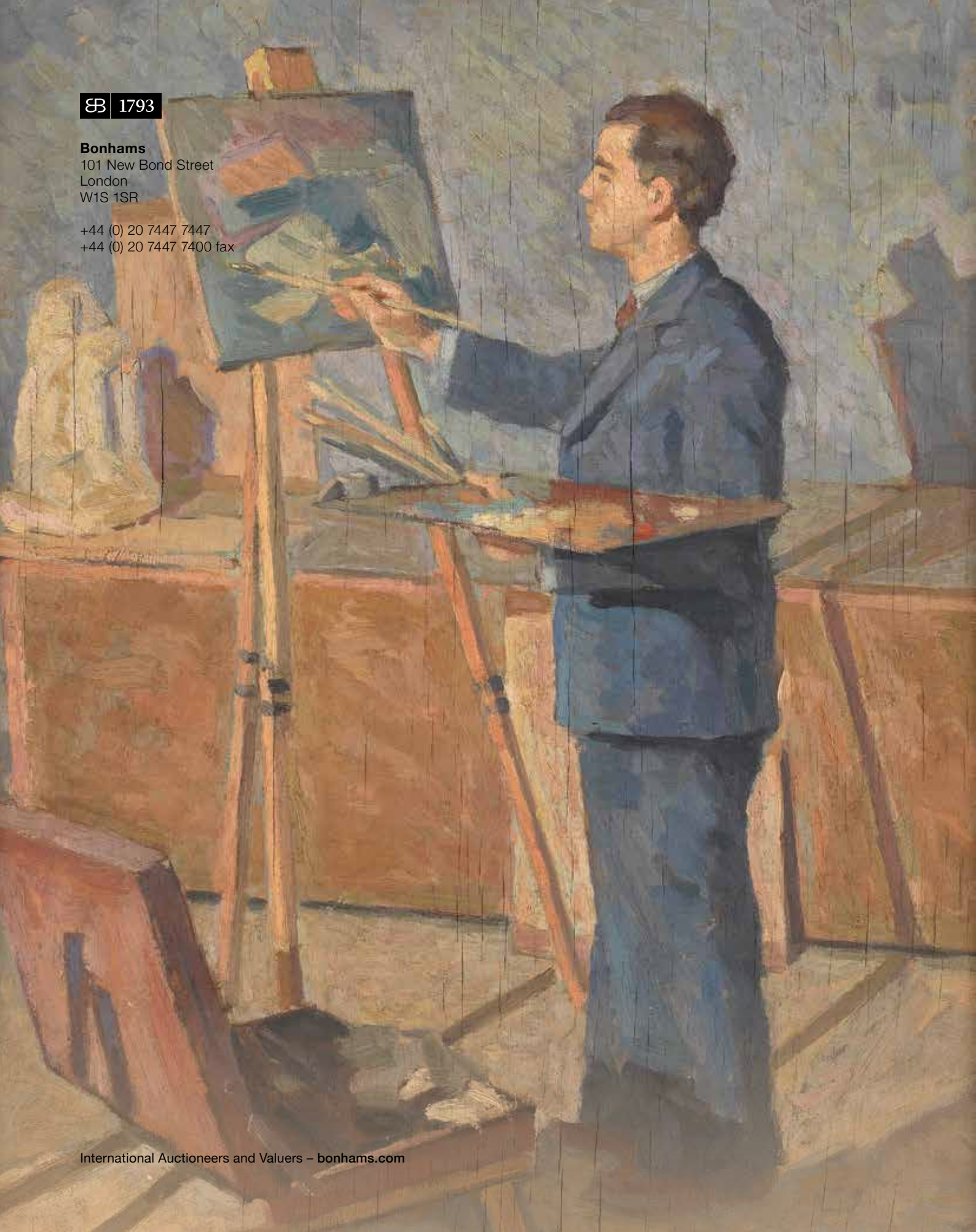


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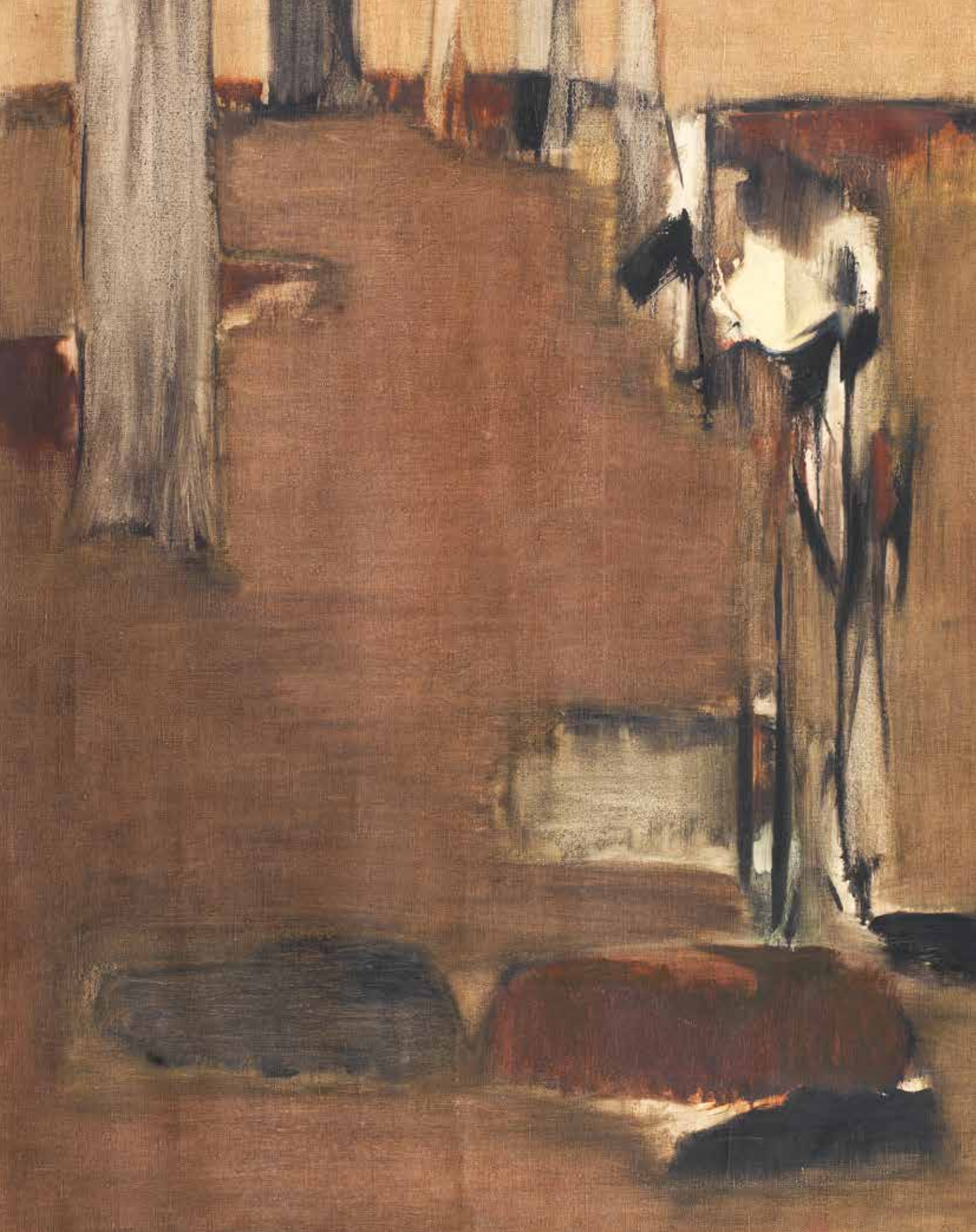














# MODERN AND CONTEMPORARY MIDDLE EASTERN ART

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101 New Bond Street, London

## VIEWING

Saturday 18 April 2015  
11:00 - 15:00  
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Front cover: lot 79  
Back cover: lot 73  
Inside front cover: lot 76  
Inside back cover: lot 58  
Opposite: lot 65

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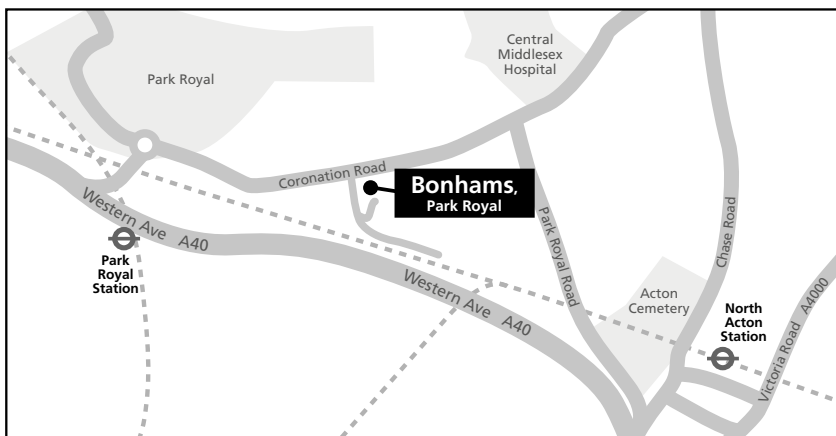
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Please note that we will be closed on Monday 4th May 2015 for the May bank holiday.





# PROPERTY FROM THE COLLECTION OF DR JAWDAT NAFFOUJ

50

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

Untitled

oil on canvas, framed

signed "Mouddarres" and dated "1973" in English and Arabic (lower right), executed in 1973

50 x 40cm (19 11/16 x 15 3/4in).

**£5,000 - 7,000**

**US\$7,700 - 11,000**

**€6,800 - 9,500**

### **Provenance**

Property from the collection of Dr Jawdat Naffouj,  
Acquired directly from the artist by the above in 1973

Bonhams are delighted to offer a further three works by renowned Syrian artist Fateh Moudarres from the collection of Dr Jawdat Naffouj.

The present lots, which come to market for the first time, form part of a collection comprising some fifty works acquired directly from the artist in the 1970's.

These include fine examples of Moudarres' emblematic figurative compositions together with rare and hitherto unseen works on paper which shed new light on the artists influences and stylistic progression.

Collector, gallerist and patron of the arts, Dr Naffouj was born in Syria in 1936. Whilst pursuing a career as a physician in French administered Saarland he came into contact with European art, leading him to abandon his medical practice and set-up his eponymous gallery in Landstuhl, where he dedicated his time to promoting post-war French art throughout West Germany, as well as dealing in works by renowned artists including Salvador Dali. His efforts earned him the Croix de Commandeur de la societe academique Arts-Science-Lettres in 1975.

Naffouj's relationship with Moudarres began in 1975 when the artist and his wife, travelling on the occasion of an exhibition in Bonn, took residence with Dr Naffouj on the recommendation of the Syrian ambassador to West Germany, Al Atassi. What followed was a decade long relationship with Moudarres corresponding regularly with Naffouj and visiting Landstuhl a further two times in 1977 and 1978.

Preceding his second visit to Germany in May 1977, Moudarres wrote to Naffouj:

"My dear brother and friend. I have prepared around forty paintings and will bring them with me to Landstuhl. I am able to come and stay with you for around two weeks and will work during that time to prepare more works for you"

The Naffouj gallery and atelier proved fertile ground for Moudarres who composed several of the works in the collection in situ including a set of rare and unique black and white paintings on paper which serve as some of the artists most distinctive and unusual works.

What emerged from these visits was an intriguing and varied collection spanning the gamut of Moudarres oeuvre, including landscape watercolours, the artist's signature paintings as well as experimental works on board and paper.

It is a body of work which shows great artistic license and freedom of expression, reflecting the spontaneity engendered by Naffouj's encouragement of Moudarres to experiment freely and informally in his atelier. As an organically built single owner collection, it is a powerful testament to of Moudarres' immense talent.

The work overleaf embodies all of the prominent features of Moudarres oeuvre: use of rich, earthly, ochre hues characterizing the rural palette of his native Syria, depictions of totemic, angular figures recalling the art of primitive Mesopotamia, and huddled, familial groups, clinging to each other with a mixture of affection and anxiety.

Moudarres has been broadly classified as a painter within the expressionist tradition, accordingly, his mysterious figurative depictions are animated almost entirely by subjective experiences and esoteric perceptions of his natural environment.

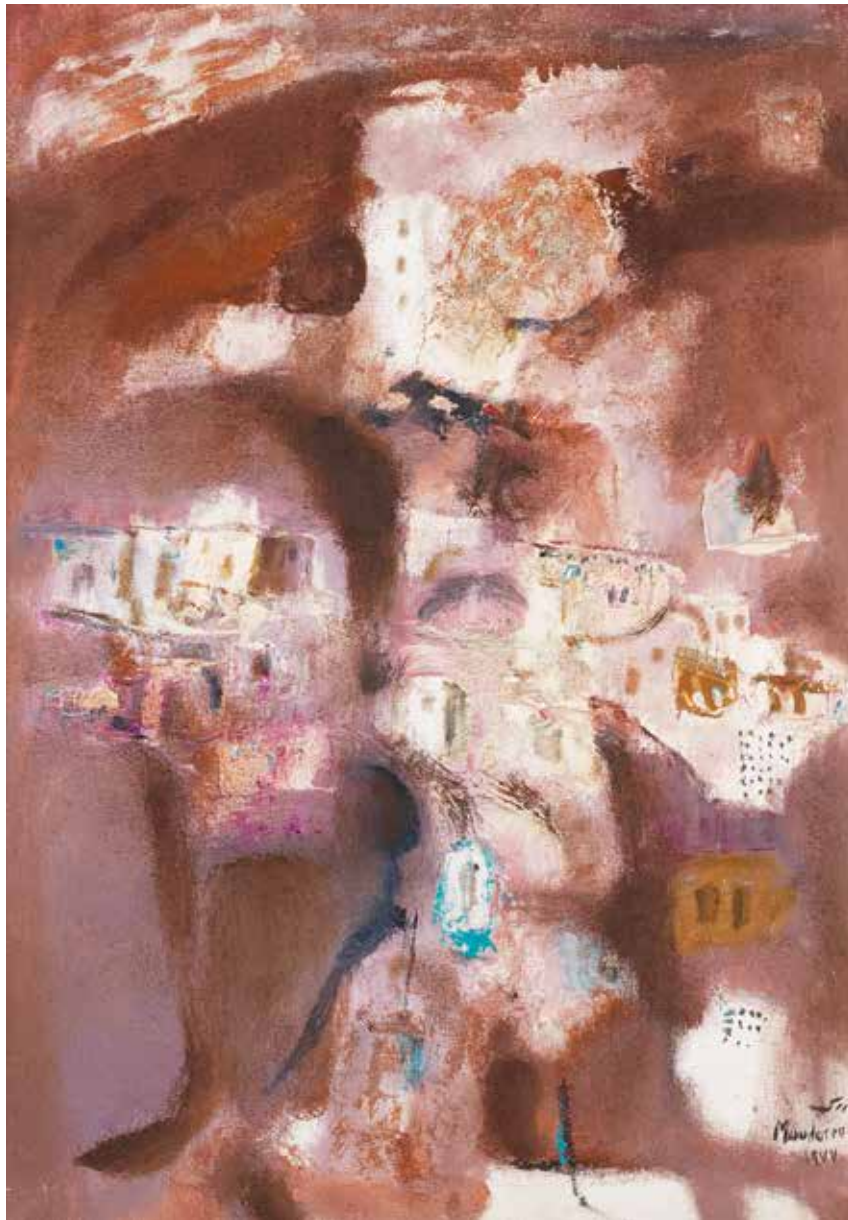
The product of a fragmented family, Moudarres' yearning for domestic fulfilment is writ large in his works, which often revolve around sympathetic depictions of family units closely clustered together. Moudarres' sentiments are channelled through the aesthetic of ancient Mesopotamian reliefs and Neolithic statuary, an apt visual language given early arts fixation on the primitive subject matters of fertility, vitality and tribal solidarity.

The present work was painted in the atelier of the Naffouj gallery in 1973. Its liberal application of paint gives it a tactile and almost gestural quality. In place of Moudarres' usually crowded canvases, this is notable in its figurative economy and portrays only a single family unit, an orientation which is both potent and direct.

Vibrant, lyrical and exemplary, the present work demonstrates the expressive finesse characteristic of Moudarres' oeuvre.







51

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

Impression of Maloula  
oil on canvas, framed  
signed "Fateh Moudarres" and dated "1977" in Arabic (lower right),  
further signed, dated and titled "Impression of Maloula,  
Syria" in English (on the verso), executed in 1977  
*70 x 50cm (27 9/16 x 19 11/16in).*

**£5,000 - 7,000**

**US\$7,700 - 11,000**

**€6,800 - 9,500**

**Provenance**

Property from a private collection, Germany  
Acquired directly from the artist by the above in 1977





52

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

Untitled

mixed media on paper, framed  
signed and dated 1975 in English and Arabic (lower left),  
executed in 1975

50 x 32cm (19 11/16 x 12 5/8in).

£3,000 - 5,000

US\$4,600 - 7,700

€4,100 - 6,800

**Provenance**

Property from the collection of Dr Jawdat Naffouj,  
Acquired directly from the artist by the above in 1975

# A GROUP OF RARE AND IMPORTANT WORKS BY KAHILIL GIBRAN



***Kahlil Gibran is the William Blake of the 20th Century***

Auguste Rodin



Across the following five lots, Bonham's are delighted present a rare and exquisite set of books and drawings by the renowned Lebanese poet and artist, Kahlil Gibran.

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

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

Gibran's immense popularity lies in the accessibility and simplicity of his verse, and his ability to touch upon a wide array of existential questions such as love, family, society and death with surprising lucidity. Gibran's vision of the world, much like Ghandi's, was pluralistic and egalitarian, uncoloured by the dogma of religion, and unaffected by the restrictions of orthodoxy; this non-judgmental, syncretic form of spirituality proved hugely influential and found him a universal audience that allowed his work to transcend national and ethnic divides.

As an artist, Gibran possessed a talent and sophistication arguably on a par with his literary works, and his fluency in both the art of the brush and the written word is what earned him the accolade, attributed to Rodin, of the "William Blake of the 20th Century".

In 1908, Gibran travelled to Paris and enrolled in the popular atelier of Rodolphe Julian, through which Matisse, Bonnard, and Léger, among others, had also passed. He also attended classes at the *École des Beaux-Arts* and studied under Pierre Marcel Béroneau, a well-known painter and disciple of Gustave Moreau. It is here where he was schooled in symbolism and aestheticism, prominent 19th century art movements that would have a marked influence on much of his subsequent work.

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

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

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

In his drawings, Gibran made use of classic, idealized human figures, often nude, to express the universality of the human form. Exhibiting a soft, diaphanous and almost dream-like quality, there is a strong suggestion of his figures inhabiting a purely spiritual realm, unsullied by the fetters of earthly existence.

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

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



***There is neither religion nor science beyond beauty***



Kahlil Gibran



**PHOTOGRAPH OF KAHLIL GIBRAN**

Detail from Lot 56





53 •

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

Seated figures

graphite on paper, framed executed circa 1915-1920

21.6 x 16.5cm (8 3/4 x 6 1/2in).

£2,000 - 3,300

US\$3,100 - 5,100

€2,700 - 4,500



***I love you when you bow in  
your mosque, kneel in your  
temple, pray in your church.  
For you and I are sons of one  
religion, and it is the spirit.***



Kahlil Gibran



54 •

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

Two figures

graphite on paper, framed

23 x 16.5cm (9 3/8 x 6 7/8in).

£2,000 - 3,300

US\$3,100 - 5,100

€2,700 - 4,500



55 •

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

Head of a child

pencil and watercolour

19 x 28cm (7 1/2 x 11in).

£2,600 - 3,900

US\$4,000 - 6,000

€3,500 - 5,300

***Beauty is life when life unveils her holy face. But you are life and you are the veil. Beauty is eternity gazing at itself in a mirror. But you are eternity and you are the mirror.***

Kahlil Gibrain



56

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

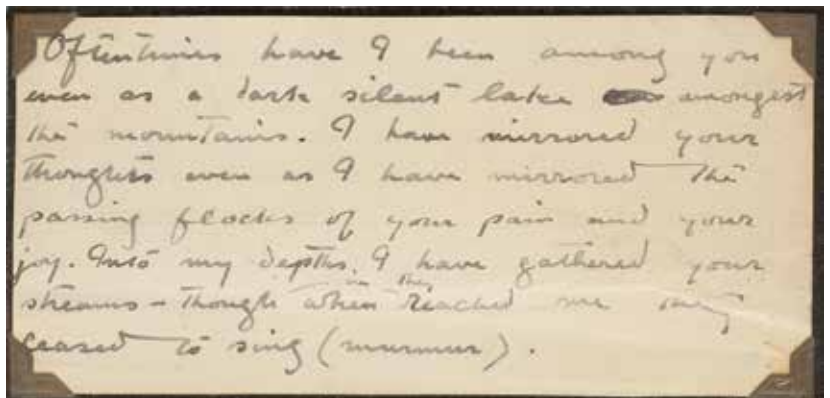
Anatomical Drawing with fragment of original handwritten manuscript from an early draft of "The Prophet" Framed alongside two Photographs  
drawing: 13 x 16cm  
manuscript fragment: 7 x 15cm  
photograph from The Prophet: 23 x 17cm  
photograph of Kahlil Gibran: 24 x 17cm  
graphite on paper, ink on paper, and photographs, framed  
executed circa 1920's

£3,000 - 5,000  
US\$4,600 - 7,700  
€4,100 - 6,800



*"And often times I was among you, a lake among the mountains. I mirrored the summits in you and the bending slopes, and even the passing flocks of your thoughts and your desires. And to my silence came the laughter of your children in streams, and the longing of your thoughts in rivers. And when they reached my depth, the streams and the rivers ceased not yet to sing"*

Fragment from an early version of "The Prophet" (Chapter: Farewell)



57

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

Eight rare and important books by and about Kahlil Gibran, including four with handwritten dedications by the author

**Provenance**

Property from a private collection, Paris

Acquired by the above from Christie's East, 1982

Books 1 and 3 formerly in the collection of Bainbridge Colby, US Secretary of State in 1921

1. GIBRAN, KAHLIL, "The Madman, his Parables and Poems", Alfred Knopf, New York, 1920 (Second Printing), with dedication from Kahlil Gibran reading "With highest regards to Nathalie Colby from Kahlil Gibran, October 1921"
2. GIBRAN, KAHLIL, "The Garden of the Prophet", Alfred Knopf, New York, July 1932 (Fifth Printing)
3. GIBRAN, KAHLIL, "Le Prophete", Aux Editions Du Sagittaire, Paris, 1926, numbered edition 719 of a run of 750, with dedication from Kahlil Gibran reading "To Mrs Bainbridge Colby with kindest thoughts of Kahlil Gibran 1926"
4. GIBRAN, KAHLIL, "The Prophet", New York, Alfred Knopf, 1936
5. GIBRAN, KAHLIL, "The Forerunner - His Parables and Poems", Alfred Knopf, New York, 1920 (First Edition), with dedication from Kahlil Gibran reading "With kindest thoughts to Nathaniel and Colby, from Kahlil Gibran, October 1921"
6. YOUNG, BARBARA, "This Man From Lebanon - A Study of Kahlil Gibran", New York, Alfred Knopf, 1945 (First Edition)
7. GIBRAN, KAHLIL, "Jesus The Son of Man", New York, Alfred Knopf, 1928 (First Edition), with a dedication from Kahlil Gibran to Louis Globenzsky with a quotation from "The Light of Asia" by Edwin Arnold, dated December 1930
8. YOUNG, BARBARA, "A Study of Kahlil Gibran - This Man From Lebanon", Privately Printed, Syrian American Press, New York, 1931

£3,000 - 5,000

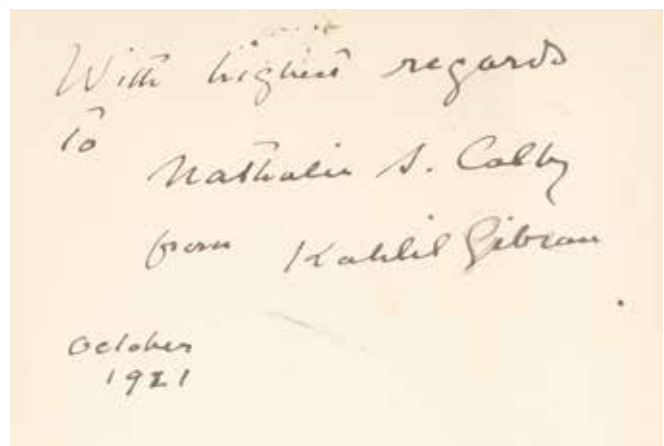
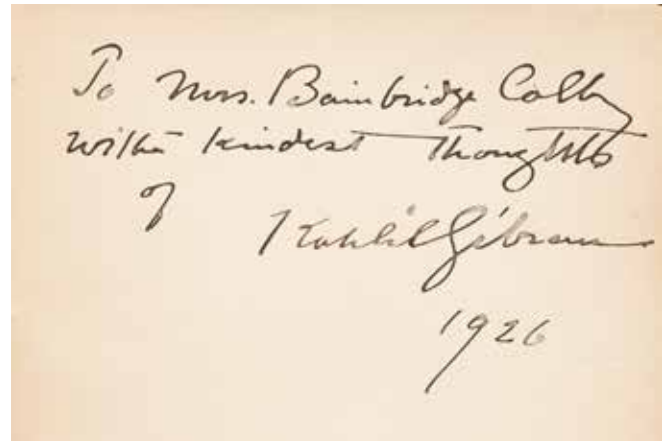
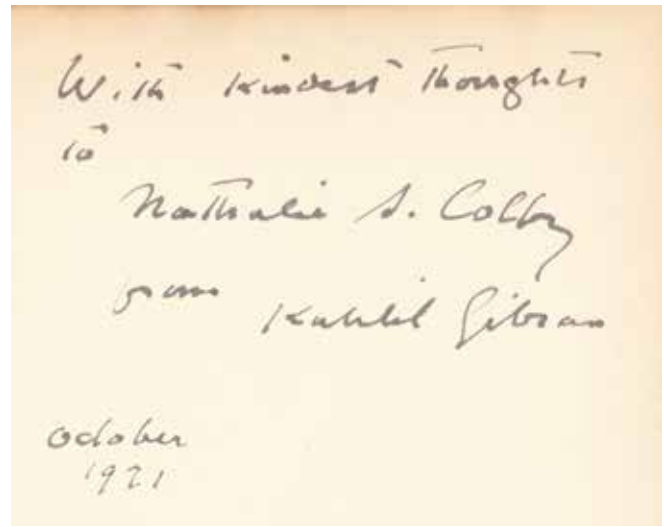
US\$4,600 - 7,700

€4,100 - 6,800

**Provenance**

Christies East, January 1982

Acquired from the above by the present owner





THE PROPHET  
KAHLIL GIBRAN

JESUS  
KAHLIL GIBRAN

THE GARDEN  
*of*  
THE PROPHET  
KAHLIL GIBRAN

THE FORERUNNER  
HIS PARABLES AND POEMS  
KAHLIL GIBRAN

THE MADMAN  
HIS PARABLES AND POEMS  
KAHLIL GIBRAN

THIS MAN  
FROM LEBANON  
A STUDY OF  
KAHLIL GIBRAN

LES CAMELS NUNVEANTE  
LE  
PROPHETE



BY BARBARA YOUNG



58

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

Untitled

oil on canvas, framed

signed and dated (on the verso), executed in 1959

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

£30,000 - 40,000

US\$46,000 - 62,000

€41,000 - 54,000

**Provenance**

Property from the collection of Raymonde Cazenave, Paris.

Acquired directly from the above by the present owner.

Shafic Abboud is widely recognized as one of the most important and innovative artists of Lebanese modernism. The present work comes from perhaps his most creative, expressive and important period. "Composition" was executed in 1959, the same year that he was invited to participate in the first Biennale de Paris, and the present work bears clear similarities with the monumental Saison II, which was the painting chosen for the Biennale.

The majority of Abboud's work encompasses a abstract studies of the interplay between colour and light, all of which are rationalized through contrasts of tone. The present piece is typical of works executed in a more exuberant palette. In utilizing rich, volcanic and coral tones alleviated by lighter strokes of bold, bright colour, Abboud aims to recreate both our ocular and emotional perception of tonal variations

Abboud once commented that "I only stop when both colour and light match. I cannot escape from colour, it is my fate and nature - my eyes must have been dazzled for ever. The impact between two colours creates light, but whether it be true or false, this "theory" does make me paint". Ultimately it is through light that we can appreciate the observable world. All human endeavors, creations, dwellings and interactions rest on the crucial and fundamental harmony between the physiology of our eye and natural light. It is this most primal relationship which Abboud exploits in his work, to great aesthetic effect.

***The most difficult part for people to accept is that painting is not a reflection on an object, but something which has been lived, a making. We are involved on the first day that we traced a line and laid down a colour on a surface, and the painter's questioning revolves around these facts. It is from there, that the vanity of believing in a random intervention in the artist's sphere of theories suggested by the outside world, comes from.***

Shafic Abboud



59 \*

**SAMIA HALABY (PALESTINE, BORN 1936)**

No 323 RETURN

oil on canvas, framed

signed "S.Halaby" in English (bottom right), further signed, titled

"No.323 RETURN" and dated "1978" (on the verso), executed in 1978

91 x 122cm (35 13/16 x 48 1/16in).

£12,000 - 18,000

US\$19,000 - 28,000

€16,000 - 25,000

**Provenance**

Property from a private collection, Houston

Born in Jerusalem in 1936, Samia Halaby is a leading abstract painter and an influential scholar of Palestinian art. Recognised as a pioneer of contemporary abstraction in the Arab world, although based in the United States since 1951, she has exhibited throughout the region and abroad and is widely collected by international institutions, including the Solomon R. Guggenheim Museum of Art (New York and Abu Dhabi), the National Gallery of Art, Washington, the Art Institute of Chicago, Institute du Monde Arab, the British Museum, and Mathaf: Arab Museum of Modern Art.

Halaby was the first full-time female associate professor at the Yale School of Art, a position she held for nearly a decade, during the initial part of her career when she taught at universities across the United States. In addition to a renewed interest in her oeuvre recently, historians of new media are currently re-evaluating Halaby's experiments with computer-based painting in the 1980s, which she created programs for and performed live at Lincoln Center and the Brooklyn Museum of Art in New York and categorised as kinetic art. In 2014, Halaby was named amongst "The World's 100 Most Powerful Arab Women" by Arabian Business.

Her writings on art have appeared in Leonardo, Journal of Arts, Sciences and Technology and Arab Studies Quarterly, among others, while her independently published survey Liberation Art of Palestine: Palestinian Paintings and Sculpture in the Second Half of the 20th Century (2002) is considered a seminal text of Palestinian art history. In 2014 Booth-Clibborn Editions published the artist's second monograph, Samia Halaby: Five Decades of Painting and Innovation.

Selected solo shows for the artist include Beirut Exhibition Center, Beirut (2015); Ayyam Gallery, London (2013); Ayyam Gallery Dubai, DIFC (2011); Ayyam Gallery Beirut (2010); Ayyam Gallery Damascus (2008); Tompkins County Public Library, Ithaca, New York (2006); and Sakakini Art Center, Ramallah, Palestine (2000). She has participated in recent group shows at the National Academy of Arts, New York (2015); The Guggenheim Abu Dhabi (2014), Broadway 1602, New York (2014); Williamsburg Art & Historical Center, New York (2009); Institut Du Monde Arab, Paris (2009); Clinton Foundation, Little Rock, Arkansas (2008); and Metropolitan Museum of Tokyo (2004). Halaby's first retrospective was held at Ayyam Gallery Dubai, Al Quoz in 2014 and traveled to the Beirut Exhibition Center in 2015.

***Although the critics traditionally have tried to separate the two from each other, to me, abstraction is about reality. But reality is not necessarily a photographic image. If you take 10 seconds turning your head from left to right, all the shapes and forms that you see cannot be captured in a photograph or a realistic image. When you walk down the street in New York, where it is so busy, to preserve your life you have learnt to look in certain ways and your eyes jump from blocks of colour, that is the rhythm you see in my paintings and explains where I place the squares.***

Samia Halaby







60

### Provenance

Property from the family collection of a Belgian Diplomat based in Damascus in the 1960's, acquired directly from the artist in Damascus in the 1960's

One of the most sought-after Arab artists of the Modernist era, the late Syrian painter Louay Kayyali's works have come to represent a crucial era in Middle Eastern art's shift into portraiture and figurative representation during the 1960s and 1970s. Kayyali's iconic late career works, executed in the dark years before his mysterious death in a 1978 house fire, are frequently seen. However it is this intriguing set of two portraits from 1962 that have attracted widespread curiosity and interest from connoisseurs and collectors.

As a young artist Damascus, Kayyali accepted a commission from a European diplomat to paint his wife and son. Perhaps it was expected that Kayyali would render the lady and boy in straightforward realist style. But as ever with this artist, Kayyali's extraordinary ability to open up inner worlds of emotion, pensiveness and mystery are to the fore in these two exciting and quietly dramatic portraits.

Capturing the contemporary look of a Society mother and wife, we can already see the characteristic traits that would develop during the decade and define his portraiture at the turn of the 1970s. With the characteristic textured background that Kayyali would later develop through using corkboard and Masonite, here his clean, sharp lines, soften and curve outlines, a tightly-controlled emotional connection shines through his depiction of features and there are even hints of Warhol's photographic techniques in the subject's hair and mouth.

Her son's evident impatience at being immortalized is equally compelling to discern – his hunched, slightly defensive posture and as with his mother, an elusive distance in the features paradoxically draws us into their worlds and gives leave to wonder at the circumstances that led to this unusual commission for the artist.

As Kayyali's fame has rightly flourished in recent years, this is a magnificent and fascinating opportunity to encounter an early example of Kayyali's nascent style.

60

**LOUAY KAYYALI (SYRIA, 1934-1978)**

Portrait of a Lady

oil on canvas, framed

signed and dated 1962 in Arabic (top right),

further signed and dated

"Kayali 62" in English (lower right)

95 x 66cm (37 3/8 x 26in).

£18,000 - 25,000

US\$28,000 - 39,000

€25,000 - 34,000



61

**LOUAY KAYYALI (SYRIA, 1934-1978)**

Portrait of a Boy

oil on canvas

signed and dated 1962 in Arabic (top right), further

signed and dated "Kayali 62" in English (lower right)

95 x 46cm (37 3/8 x 18 1/8in).

£15,000 - 20,000

US\$23,000 - 31,000

€20,000 - 27,000

**Provenance**

Property from the family collection of a Belgian Diplomat based in Damascus in the 1960's, acquired directly from the artist in Damascus in the 1960's



62 \*

**SALAH ABDEL KERIM (EGYPT, 1925-1988)**

Clara

oil on canvas, framed  
signed and dated "1957"  
100 x 75cm (39 3/8 x 29 1/2in).

£18,000 - 25,000

US\$28,000 - 39,000

€25,000 - 34,000

Bonham's are delighted to present an important and exquisite work by the pioneering Egyptian painter, Salah Abdel Kerim.

It was Hussein Bikar who discovered the talent of Salah Abdel Kerim. He made him love painting and taught him the rules of drawing. This encouraged Salah Abdel Kerim to enroll in the Faculty of Fine Arts. There his talent strengthened thanks to renowned professors. He learnt that art is based on both sensitivity and work performance.

When Salah Abdel Kerim went to Paris, to study theater décor and advertising from two great masters, André-Marie Cassandre and Paul Colin, he became familiar with symbolism and abstract art; but he preferred to follow a different path. Indeed, at that time he had been seduced by the works of Picasso.

He opted for Cubism, however, he stood out using soft lines for human traits. He preferred warm colors to cold colors, but he did not hesitate to introduce these in his work to give them more intensity.

Furthermore, the surface of his paintings usually had a special texture as he often painted with a knife.

He established a concordance between the organic and the geometric, this is very clear in all his portraits and The Beasts. His background in interior design, film and theater décor and in other branches gave it, so to speak, superiority in the composition.

Born in Fayoum to a big family of 5 brothers and sisters. In 1938 he meets the famous painter Hussein Bikar and he becomes his student in the Faculty of Arts in Qena. He remained much attached to his professor all through his life. In 1940 he meets Hussein Youssef Amin and the Group of Contemporary Art at the secondary school of Farouk First in Abasya district in Cairo when he was introduced to surrealism for the first time.

In 1943 he becomes a student at the Faculty of Fine Arts and graduates with excellence and honors in 1947. In 1948 he becomes an assistant to the interior decoration section at the FFA. He is then sent to a mission in Paris in 1952 and he becomes a student to Paul Colin and A.Marie Cassandre for publicity and theatre design.

He then moves to Rome in 1956 to study design for cinema. In 1957 he received the international prize in painting from San Vito Romano, Italy and obtains his PHD from Centro Sperimentale di Cinematografia. Back to Egypt in 1958 he is appointed professor at the FFA where he started experimenting with his masterpieces sculptures in wrought iron. In 1959 he received the first prize for sculpture at the Biennale of Alexandria. At the same year he received from the Biennale of Saint Paulo, Brazil an honorary merit for his sculpture 'The Fish'.

In 1960 he received the award of the Guggenheim National section for his painting 'Fighting Roosters'. In 1961, Rene Huyghe included his sculpture 'Cry of the Beast' in his book 'Art and Man' together with the great P.Picasso and Muller under the title of 'The energy of Form'.

***When we discovered Cubism, we did not have the aim of discovering Cubism. We only wanted to express what was in us.***

Picasso



63 \* W

**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).

**£15,000 - 25,000**

**US\$23,000 - 39,000**

**€20,000 - 34,000**

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.





# A GROUP OF IMPORTANT WORKS PURCHASED FROM GALLERY BORGHESI, TEHRAN, IN 1975

64 \*

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

Untitled (Abstract Flora and Fauna)

oil on canvas, framed

signed in Farsi (lower right), executed in 1975

100 x 100cm

£35,000 - 50,000

US\$54,000 - 77,000

€48,000 - 68,000

### **Provenance**

Property from a private collection, Massachusetts

Acquired by the above from Gallery Borghese, Tehran, 1975

In its grace, naturalism, and sophistication, it is a work utterly faithful to the tenets of Sepehri's oeuvre; demonstrating an almost perfect confluence of Sepehri's strong representational impulse propelled by his love of the vernacular of Kashan and the more opaque abstraction inherited from the Eastern painting traditions he was so fluently versed in.

Poet, artist and intellectual, Sepehri's mild manner and withdrawn persona belied the richness of expression manifest in his works. Enraptured by nature, Sepehri had a deep and profound attachment to the topography of his native Kashan, the "oasis city" where trees and vegetation sprung amidst the arid desert. The genesis of all of Sepehri's work was firmly rooted in this landscape, and whilst he is sometimes miscategorised as an artist solely pre-occupied with nature, the fullness of Sepehri's veneration of nature finds as potent a fruition in his representation of the dwellings that inhabit it.

Sepehri had a firm belief in the inherent grace and nobility of the nature he so admired. Inspired by Eastern traditions, with which he had direct contact during travels in India and Japan, Sepehri came to see the purity of the natural world as an antidote to the corruption of the human condition. Thus, when depicting human and architectural subject matters, Sepehri carried the tonal, textural and botanical qualities of nature into his compositions.

This is a testament to the harmonious symbiosis between nature and civilization in the rural context; buildings composed of local materials in a vernacular architectural language are thoroughly embedded with their landscape, they do not dominate or seek to conquer and subjugate in the manner of the dehumanizing urban sprawl Sepehri so dreaded when he exclaimed his "fear of cities where the black earth is pasture to cranes".

Stylistically, the present work is a scintillating example of the very palpable sense of tension between naturalism and abstraction manifest in Sepehri's work. Sepehri was conceptually engaged by the universality of Zen painting, its advocacy of tonal minimalism, and its shedding of excess and detail in favour of exploring true meaning through a process of efficient meditative brushstrokes, however this was heavily tempered by his desire not to forsake the identity of his surroundings, ultimately, his attachment and love for his native home would never grant abstraction a total victory, and it is in this tension, that artistic sincerity is most deeply revealed.

GALERIE BORGHÈSE

78. AVE. VILLA. TÉHÉRAN.





65 \*

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

Untitled (From the Abstract Series)

oil on canvas, framed

signed in Farsi (lower right)

*89 x 89cm (35 1/16 x 35 1/16in).*

**£35,000 - 50,000**

**US\$54,000 - 77,000**

**€48,000 - 68,000**

**Provenance**

Property from a private collection, Massachusetts

Acquired by the above from Gallery Borghese, Tehran, 1975

GALERIE BORGHÈSE

78. AVE. VILLA. TÉHÉRAN.



66 \*

**MASSOUD ARABSHAHI (IRAN, BORN 1935)**

Untitled

oil on canvas, framed

executed circa 1975

*88 x 115cm (34 5/8 x 45 1/4in).*

**£7,000 - 10,000**

**US\$11,000 - 15,000**

**€9,500 - 14,000**

**Provenance**

Property from a private collection, Massachusetts

Acquired by the above from Gallery Borghese, Tehran, in 1975



GALERIE BORGHÈSE

78. AVE. VILLA. TÉHÉRAN.



67 \*

**NASSER OVISSI (IRAN, BORN 1934)**

Nude Woman and Horse

oil on canvas, framed

signed "Nasser Ovissi" in English and Farsi (lower left),

executed circa 1975

92 x 129cm (36 1/4 x 50 13/16in).

**£4,000 - 6,000**

**US\$6,200 - 9,300**

**€5,400 - 8,200**

**Provenance**

Property from a private collection, Massachusetts

Acquired by the above from Gallery Borghese, Tehran, 1975

GALERIE BORGHÈSE

78. AVE. VILLA. TÉHÉRAN.





68 \* W

**AHMED MOUSTAFA (EGYPTIAN, BORN 1943)**

Still Life

oil on canvas, framed

signed and dated in English (lower left), executed in 1972

110 x 90cm (43 5/16 x 35 7/16in).

£50,000 - 70,000

US\$77,000 - 110,000

€68,000 - 95,000

**Provenance**

Property from a private collection, Cairo

Originally presented a gift from the artist to Dr Youssef Kamel (grandson of the artist Youssef Kamel), inscribed "to my brother Youssef Kamel, a simple expression of what a brother feels towards a brother: 25/3/1972" on the verso

Executed in 1972, the present painting is a rare example of Dr Ahmed Moustafa's early work, demonstrating a highly refined and exceptionally modern take on the still-life genre.

One of the most accomplished and successful living Egyptian artists, Dr Ahmed Moustafa is known for his meticulous and scholastic approach to the craft, and his career has been a reflection of the belief that intellectual credibility is an integral function of a meaningful artistic practice. To this end, Dr. Moustafa, who lives and works in London, established the Fe-Noon Ahmed Moustafa Research Centre for Arab Art and Design and has taught and lectured in many parts of the world, recently being appointed as a visiting professor at the Prince of Wales's Institute of Architecture, London.

In 1989 he was awarded a Ph.D. for his work on the Scientific Foundation of Arabic Letter-shapes undertaken at the Central School of Art and Design, in collaboration with the British Museum. It is these visual characterizations of the mathematical and geometric relationships between Arabic letterforms that will be most recognizable to those familiar with his oeuvre, and it is this practice which he has adopted as his lifelong endeavour.

Before adopting a strictly calligraphic approach Dr Moustafa was an extremely accomplished figurative painter, and having studied Fine Art at Alexandria University, became versed in the technical and stylistic language of the renaissance masters, as well as developing a familiarity with modern European movements such as the classically inspired Metaphysical art whose influence is prevalent in the present work.

Graceful, delicate, and exhibiting a highly sophisticated artistic sensibility, Moustafa's Still Life is an elegant homage to the genre, and draws clear stylistic and conceptual inspiration from the works of the great 20th century Italian painter, Giorgio Morandi. Morandi made the

exploration of the still life genre his almost exclusive subject matter, his compositions were notable for their dramatic simplicity, the stripping down of excess detail, and a focus on inanimate objects, often bottles or containers.

For Moustafa, as with Morandi, this modern form of still life had a far more ethereal and nebulous character to it. Devoid of any recognizable sense of identity, items appear in a neutral and ambiguous setting; diaphanous objects in seeming isolation give a dream-like quality to the composition, a highly subtle but ultimately tentative gesture towards surrealism.

This form of still life is as much about the unseen as it is about what is depicted, are these objects figments of the artists imagination, existing in an imaginary void? or part of a definite, concrete setting? The uncertainty that pervades the composition transforms otherwise mundane and insignificant items into objects of great curiosity. As unlikely subject matters, they taken on a sense of grace and refinement that belies their mentality.

The present work was presented as a gift from from the artist to the son of the late first generation master Kamel Mustapha, coming from a period when Alexandria was the centre of the Egyptian artistic community, and artists had a vibrant and active role in public life and were exchanging ideas and forming groups, the work is therefore not only a rare example of Moustafa's early work but a product of the artistic brotherhood that gave rise to an Egyptian cultural renaissance in Alexandria in the 1970's.

Demonstrating a conceptually novel understanding of still life, Moustafa uses his technical aptitude to great effect; the result is a work with a palpable sense of understated grandeur, a grandeur achieved not through bold and arresting imagery, but through softness, nuance and subtlety.



69 \*

**ABDEL HADI EL-GAZZAR (EGYPT, 1925-1965)**

Portrait of a Girl

pastel on paper, framed

signed "El Gazzar" in English (bottom), executed circa 1960

34 x 25cm (13 3/8 x 9 13/16in).

**£10,000 - 15,000**

**US\$15,000 - 23,000**

**€14,000 - 20,000**

**Provenance**

Property from a private collection, Egypt

The present work has kindly been authenticated by the family of Abdel Hadi El-Gazzar

"El Gazzar mixed with the inhabitants of his area. He closely watched the behavior and beliefs of the dervishes, professional magicians and charlatans. He also mixed with their followers who found solace in this milieu redolent of burning incense, the blood of sacrificial animals and the murmuring of prayers.

He listened to myths and tales passed on from generation to generation. He was deeply attracted to myths and their legendary heroes and knew the symbols which were nearer to the world of the absurd than to real life. He attended boisterous festivities at which votive offerings, ritual circumcising and embodied illusions were prominent features. He brought for this depth into his paintings, displaying a blend of spiritual and scientific elements.

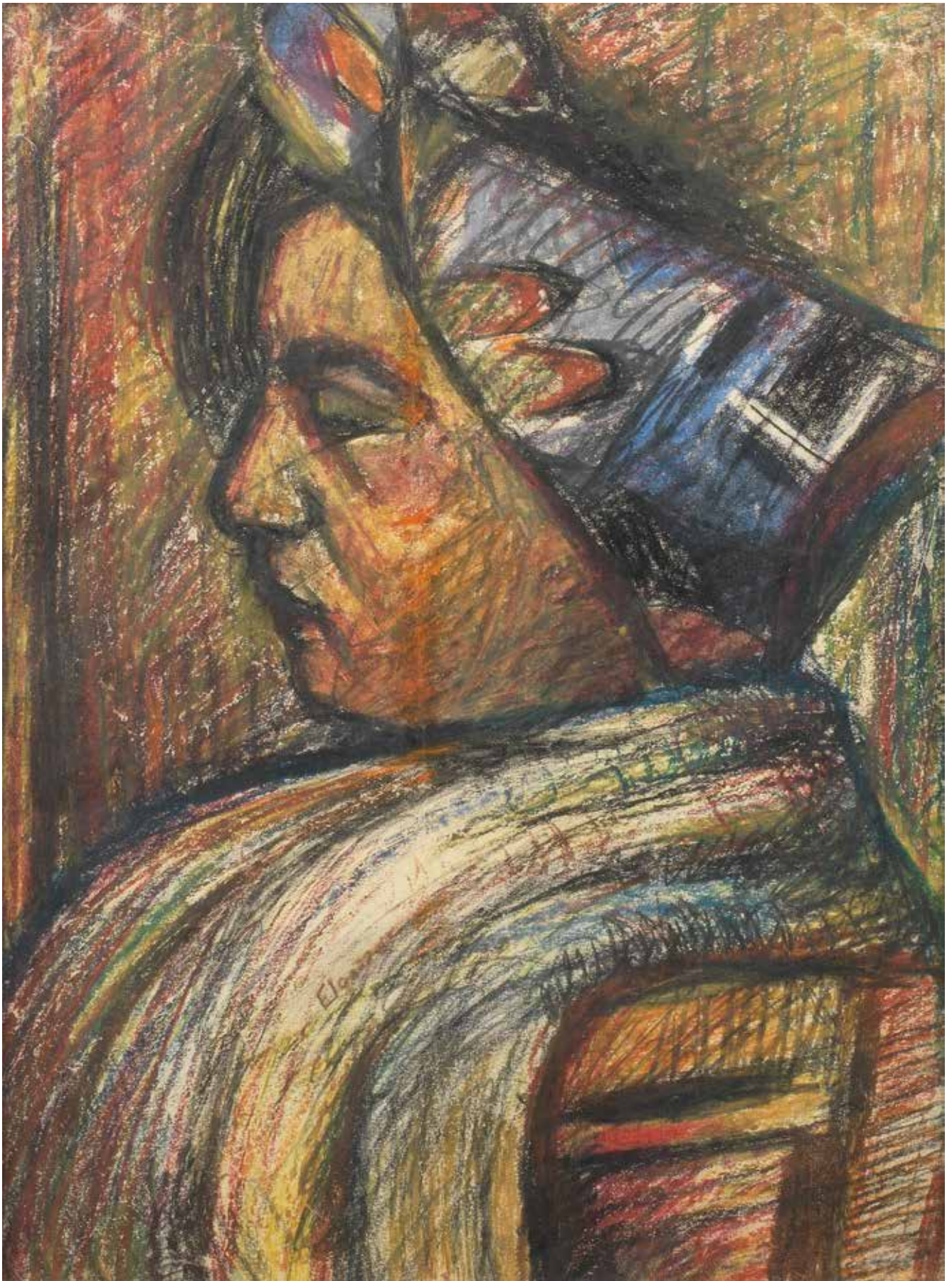
Unable to take real life by the horns, the weak and oppressed turn to supernatural powers in the hope that they will fulfill their wishes, vanquish their foes or predict what lies in store for them.

These beliefs, inherited from their ancestors, re-appeared at exorcism sessions, moulids, shrines of saintly men and at the séances conducted by charlatans. By recording these elements, Gazzar addresses elements of modern educated men which are oppressed within them, or those they are at pains to hide. We are all fatalistic and metaphysical to some extent, regardless of the degrees of our culture, faith and attachment to science.

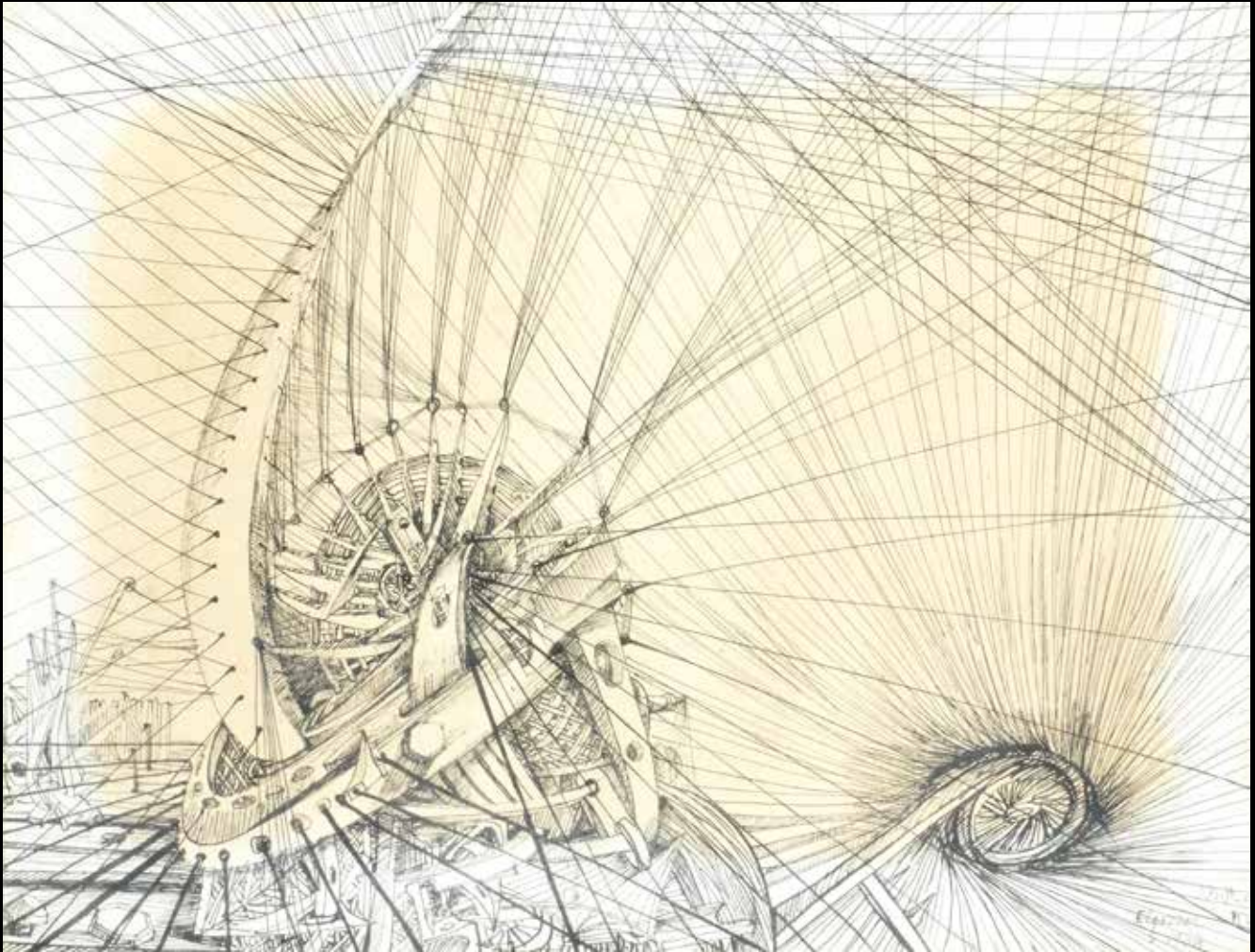
With an effective technique, Gazzar exposed the spiritual legacy bequeathed by his ancestors in a tragic fashion, unmasking listlessness and lethargy which shrouded life at his time"

– Dr Sobhy Sharouny









70 \*

**ABDEL HADI EL-GAZZAR (EGYPT, 1925-1965)**

Untitled (From the Scientific Progress Series)

india ink on paper, framed

signed "El Gazzar" in English and Arabic,

dated 1964 (lower right), executed in 1964

36 x 27cm (14 3/16 x 10 5/8in).

£8,000 - 12,000

US\$12,000 - 19,000

€11,000 - 16,000

**Provenance**

Property from a private collection, Egypt

The present work has kindly been authenticated by  
the family of Abdel Hadi El Gazzar



71 \*

**HUSSEIN FAWZI (EGYPT, 1905-1999)**

Hunger

ink on paper, framed

signed and dated "1934" (lower left), executed in 1934

35 x 20cm (13 3/4 x 7 7/8in).

£1,800 - 2,500

US\$2,800 - 3,900

€2,500 - 3,400

**Provenance**

Property from a private collection, Egypt

Born in Helmia district, Cairo on 4 September 1905, El Hussein Fawzi was known in Egypt and the Middle East for his pioneering work in the field of journalistic graphic arts.

For two decades (1950 - 1970) he was a renowned book and press graphic illustrator. His illustrations were seen on magazine covers of Akher Saa, El Risala El Gedida and the child magazine Ali Baba.

He was also the illustrator for many writings such as, the stories of Youssef El Sebai, El Gumhuria series "Omar Makram's Life" - which ran in 340 daily episodes - and for Naguib Mahfouz's novel Awlad Haretna, published in series in Al Ahram.

He also executed the colored drawings for the two volume Massaged El Kahira (Cairo Mosques) that were published by the Ministry of Wakfs in 1951, and for the Minarets of Cairo, published by Dar El Kateb EL Arabi.

Fawzi began his artistic studies in 1922 at the School Of Fine Arts, studying oil painting. He won the first prize at an art competition for which he received an art fellowship in 1928 and entered the printing school in Paris, from which he received a lithography diploma in 1932.

He was an artist and professor of oil painting before joining the Paris Higher School of Arts and Decoration from which he received a diploma in 1933. Fawzi was also awarded an honorary degree for an oil painting exhibited at the 1939 French Salon.

Although Fawzi's fame was as a graphic artist he also had an active career in the fine arts. Upon his return to Egypt, he founded the Department of Graphic Arts at Faculty of Fine Arts and later was appointed director of the department, a position he held until his retirement.

He also supervised the Fine Arts Studio in Luxor from 1954 to 1960. Fawzi was one of four Egyptian artists to have their work engraved on crystal by the Steuben glass factory in New York (others were Gamal El Seguini, Hamed Abd Allah and Hussein Bikar).

Fawzi was awarded the State Prize and Order of Sciences and Arts in 1963, and in the same year, won the Lithography prize at the Alexandria Biennial.



72 \* W

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

The Rooster

bronze

signed "A.HENEIN" in English and numbered "I.IV", the present work is number one from an edition of four, executed in 1979  
*38 x 51cm (14 15/16 x 20 1/16in).*

**£20,000 - 25,000**

**US\$31,000 - 39,000**

**€27,000 - 34,000**

**Provenance**

Property from a private collection, Cairo

Published:

Mona Khazindar et others, *Adam Henein*, Skira, 2005

Ever since he modeled a figure of Ramses II at the age of eight – in 1937 – Egyptian sculptor Adam Henein has been refining and perfecting his distinct artistic practice, invoking such disparate reference points as Western Modernism, ancient Egyptian symbolism and formal tradition, spiritual and poetic awareness and a deep-rooted sense of minimalism.

Henein's work is characteristically minimal and calm. He returns time and again to overriding themes that have filtered deep into his fertile core over the decades from the world around him and his deep awareness and reverence for historical symbolism and cultural significs of Egyptian history. Having worked with a diversity of materials he references pyramids, obelisks, kings and hieroglyphs to birds, boats and prayer.

Henein, who today manages a museum of his work, has long been attracted to natural history in his works and this stunningly simple and expressive abstracted bronze sculpture of a cockerel demonstrates beautifully, the typically firm, clean lines that have made him a globally-acclaimed name. The lines and balanced structure invoke a sense of completeness and unity, Henein capturing through his Modernist depiction of the bird, its quintessence, character and spirit. An intriguing digression from his most-commonly seen stone 'Pharaonic' works, here, Henein articulates a lifetime of sculpture and experimentation in one beautifully minimal form.

Henein studied Sculpture at the School of Fine Arts in Cairo during the early 1950s before undertaking further training in Munich and Paris, where he lived until 1996. Since returning to Egypt, Henein has established himself as an elder statesman of Arab Modern art, founding an annual International Sculpture Symposium in Aswan. Henein's work has been collected worldwide and has been seen in Egypt, the Arab world, Europe, and New York's Metropolitan Museum of Art.



73 \*W

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

The Family

marble

signed in Arabic (on corner of base), executed circa 1975

80 x 38cm (31 1/2 x 14 15/16in).

£30,000 - 40,000

US\$46,000 - 62,000

€41,000 - 54,000

**Provenance**

Property from a private collection, Cairo

The Present work has kindly been authenticated by the Moussa Family

“The Family” is perhaps one of the most monumental, important and remarkable works by the prominent Egyptian sculptor ever to come to auction. Painstakingly carved out of a monolithic block of Egyptian marble, and exhibiting the majesty, mystique and visual grandeur of ancient Pharonic statuary, “The Family” is a fitting testament to a sculptural legacy which stretches back over five thousand years.

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

The present sculpture is perhaps one of the most striking examples from a period in which national revival, and a hearkening to Egypt’s glorious past were fertile ground for the nations artists. In form and composition we are reminded of Ancient Egyptian bass reliefs, and this is also reflected in the symbolism of the composition.

The child holds in his hands a dove: both an ancient and modern symbol of peace and purity. The first civilization to use the motif of a Dove were the ancient Egyptians, and above its many other qualities, this animal was considered by them extremely pure, so much so that if there was a pestilence poisoning humans, it was thought that the only ones immune were those who ate nothing but doves. Through his subject matter, Moussa reminds us that “The Family” is a concept so universal and fundamental to our being, that it remains relevant between cultures that are separated by a gulf of several millennia.

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

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





74 \* W

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

The Schoolgirl

guava wood

executed circa 1975

*78 cm high (30 11/16 in)*

**£17,000 - 20,000**

**US\$26,000 - 31,000**

**€23,000 - 27,000**

**Provenance**

Property from a private collection, Cairo

The present work has kindly been authenticated by the Moussa family







75

**SALOUA RAOUDA CHOUCAIR  
(LEBANON, 1916-2013)**

Trajectory of a Line

brass

executed between 1957-9,  
the present work is from an edition of three  
19 x 7cm (7 1/2 x 2 3/4in).

£6,000 - 8,000

US\$9,300 - 12,000

€8,200 - 11,000

**Provenance**

Property from a private collection, Paris  
Acquired directly from the artist in 1979

**Published**

Jessica Morgan, *Saloua Raouda Choucair*, Tate Publishing, London  
2013 (another edition of the same work)

**Exhibited**

Tate Modern, *Saloua Raouda Choucair*, London, April-October 2013  
(another edition of the same work)

This small bronze sculpture 'Trajectory of a Line' from the 1950s represents a rare and exciting opportunity to obtain one of the most widely-seen works by the 99-year old Saloua Raouda Choucair, having formed part of her critically-acclaimed retrospective at the Tate Modern in London during summer 2014.

Choucair's long, varied and wide-ranging career has seen the Beirut-born artist assay questing with a vast array of materials, forms and ideas. Blending ideas and approaches that draw on her twin guiding influences of Sufi Islam, and Modernist sculpture of the mid 20th century, Choucair's work emerges into being, complete with dynamic energy and poetic physicality.



Alternative angle

Formed of negative spaces encapsulated and neatly balanced with brisk, idiosyncratic form, 'Trajectory of a Line' hints at her architectural approach to sculpture, whilst in choosing bronze, Choucair continued her ongoing investigations into diverse material possibilities. Around the time this work was made in the 1950s, Choucair was revelling in discovering the possibilities offered by numerous textures and substances – from wood to thread, steel to glass. Her seductive rhythmic curves and vertiginous forms wind playfully skywards, reaching into the sublime.

In a practice that covers over five decades of painting and drawing, architecture, textiles and jewellery, as well as sculpture, Choucair's polymath approach to realizing her art draws deeply on scientific, architectural, spiritual and mathematical disciplines. A groundbreaking icon of Arab art, she also blazed a trail for female artists during an era in which this was a notable exception, without losing sight of her foremost identity as an ever-questing and truly exceptional artist.

76 \* W

**FARHAD MOSHIRI (IRAN, BORN 1963)**

Ā (*Alef*)

oil on canvas, framed  
signed "Farhad Moshiri", titled "Ā" and dated "1381" in Farsi,  
and "2002" in English (on the verso), executed in 2002  
107 x 191cm (42 1/8 x 75 3/16in).

£50,000 - 70,000

US\$77,000 - 110,000

€68,000 - 95,000

**Provenance**

Property from a private collection, Dubai

Acquired directly from the artist by the present owner

The present lot is a rare, early example of Farhad Moshiri's inimitable calligraphic series. Executed in 2002, "Alef" is one of his earliest calligraphic works to come to public auction, and exhibits all the aesthetic and conceptual hallmarks that make this series one of the most coveted and distinguished within his body of work.

Having completed his studies at the distinguished California Institute of Arts, Moshiri returned to his native Iran with a distinctly occidental artistic sensibility, experimenting with sound art, assemblages and new media. Moshiri sees his initial time in Iran as a developmental stage within his artistic progression, when his raw and capricious aesthetic temperaments were yet to be cogently anchored in any identifiable conceptual or visual agenda.

Supremely talented but largely unhoneed, Moshiri was commissioned to paint decorative frescoes that would later influence the meticulous craft-centred approach of his subsequent work. It is at this point when Moshiri developed an interest in ancient Iranian pottery and the calligraphic imagery associated with much of the craft based artistic production of the Medieval Islamic world.

It is through his fascination with these cultural relics and their harsh juxtaposition with a contemporary society that appeared to be expunging the aesthetic excellence and spiritual vigour of the past in favour of a mass, consumable form of culture, that led Moshiri to concoct his signature blend of traditional and kitsch imagery.

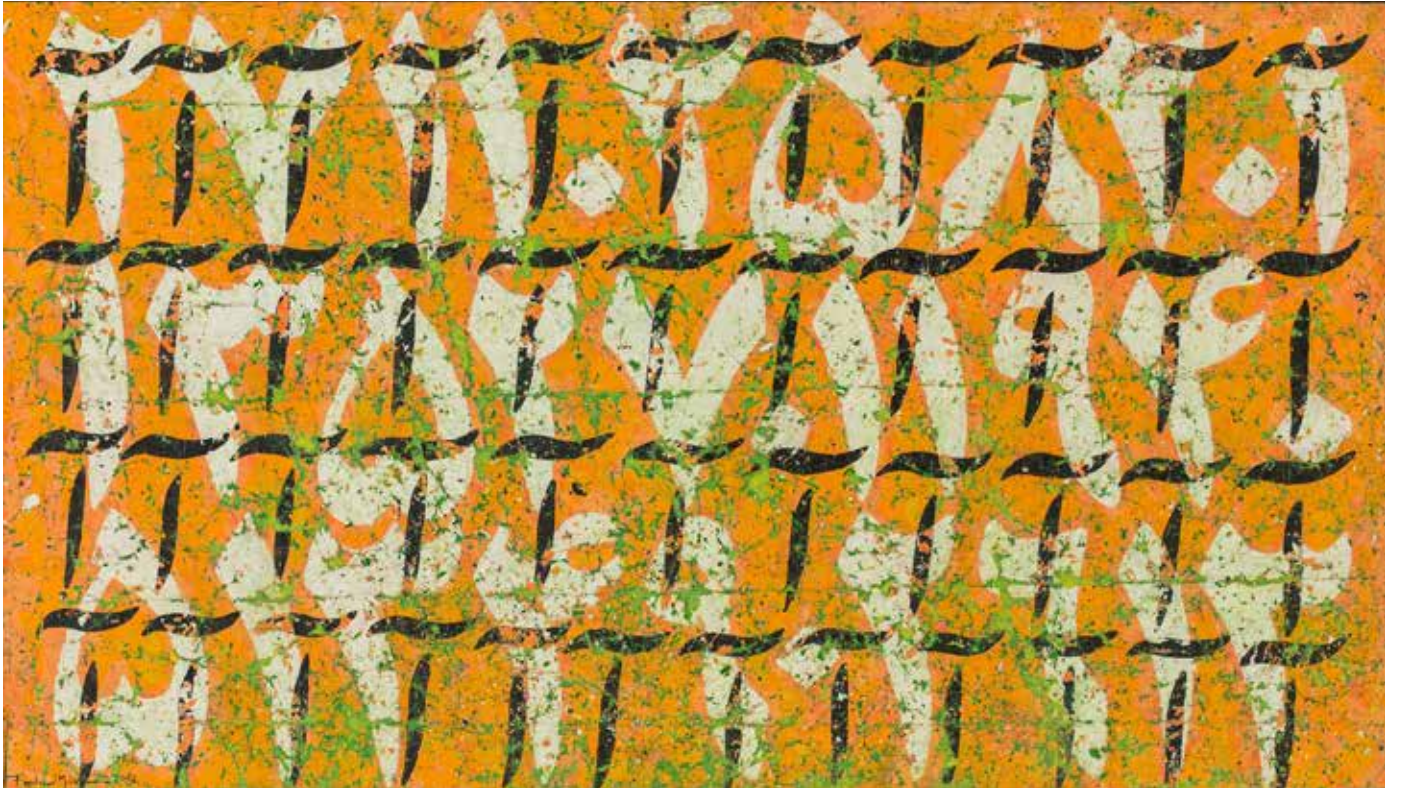
The present work a superlative manifestation of the artists early work on this subject matter. In this painting, the outward beauty and elegance of the composition mask the symbolic significance of the characters depicted. In the medieval era, numeral calligraphy served an important spiritual function in traditional Sufi practice. Numerological characters formed both mystical talismans and secret languages which Sufi dervishes used as forms of coded communication.

A belief in the divinity of number, as expounded by mystic philosophers and scientists like Al-Farabi and Ghazali, coupled with the notion that mathematics was an artifact of heavenly order, led to complicated numerological charts, treatises, and codes being used both as tools of spiritual understanding and as objects of talisman worship.

Moshiri's homage to the archaic ritual of mystical numerology, however, is related through a distinctly contemporary artistic agenda. The numeral forms themselves no longer serve their traditional purpose, and are therefore reduced to visual remnants of a redundant practice. By eroding the fabric of his canvases with a pronounced craquelure, Moshiri reminds us that practices that once served as a cultural backbone of Iranian society are now fragments of history, worthy of aesthetic recollection but not of functional application.

Ultimately, Moshiri's composition serves as the residual vestige of an expired age, reminding us that the constituent elements of our current artistic landscape often make use of profound traditions whose outward aesthetic we openly admire, but whose true meaning we often neglect.





77 \* W

**ROKNI HAERIZADEH (IRAN, BORN 1978)**

Carnival

acrylic on canvas, framed

signed and dated "Rokni-haeri 2007" (lower left), executed in 2007  
200 x 296cm (78 3/4 x 116 9/16in).

**£14,000 - 18,000**

**US\$22,000 - 28,000**

**€19,000 - 25,000**

**Provenance**

Property from a private collection, Dubai

Christies, *International Modern and Contemporary Art*, Dubai, 2010,  
Lot. 95





78 W

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

*Yaquin Al Saqi* (Absolute Certainty)

oil on canvas, framed

signed and dated "1387" in Farsi (lower left), executed in 2008

203cm x 143cm (79 15/16 x 56 5/16in).

**£80,000 - 120,000**

**US\$120,000 - 190,000**

**€110,000 - 160,000**

**Provenance**

Property from a private collection, London

**Exhibited**

Beirut, Rose Issa Projects, *Zendegi: Twelve Contemporary Iranian Artists*, Beirut Exhibition Centre, 2011

**Published**

Rose Issa Projects, *Zendegi: Twelve Contemporary Iranian Artists*, Beyond Art Publications, 2011

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

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

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

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

The present painting is a brilliant example of Ehsai's work in an impressive scale. A master of his craft, Ehsai's bold, striking work is the modern standard-bearer for an artistic tradition spanning over one thousand years.



79 W

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

Untitled (*Still Life*)

oil on canvas, framed

executed in 2013

150 x 100cm (59 1/16 x 39 3/8in).

£25,000 - 35,000

US\$39,000 - 54,000

€34,000 - 48,000

Farideh Lashai is remembered as one of the most talented and successful artists to have emerged from within Iran in recent decades. Meticulous, erudite and supremely perceptive, her work is characterized by a mastery of the painterly aesthetic, using the visual vocabulary of abstract and lyrical expressionism in depiction of ethereal natural landscapes, allegorical compositions, and colour fields.

Above all, Lashai's enduring talent lied in her conceptual and aesthetic originality, and her ability to draw from established artistic traditions without being confined by their precepts. As an artist with abstraction as her genesis, she is nevertheless unafraid of the concrete, as a craftswoman fluent in the language of the brush, she felt comfortable experimenting with video art, installation and new media, it is this unrestricted, intrepid sense of creativity which is so palatable in much of her work.

Lashai has stated that "when you have doubt and uncertainty, you open the way for the expansion and development of an idea" and her forthright rejection of the objectivity of perception is manifest in much of her body of work, this sense of expressive subjectivity is gloriously exemplified in the present work, which counts as one of her most deftly executed, and technically accomplished paintings.

Like the Expressionists and Emotivist painters that came before her, Lashai's compositions remind us the subjectivity of perception, rejecting a strictly ocular, representational approach to depicting nature and her visual surroundings, Lashai recognizes the transformative effect of perception on a given subject.

For Lashai, reality, ultimately, is a fickle concept when its observation is not only channeled through but entirely dependent on our sensual faculties, senses which can embellish, obfuscate, enliven or depress their surroundings. The talent of the poet, artist, or musician lies in this very gap between reality and perception, in being able to give some form of physical or tangible representation to the way our thoughts and feelings colour the world we inhabit.

It is this, which leads us to Gorky's proclamation that "Abstraction allows man to see with his mind what he cannot physically see with his eyes. It is the emancipation of the mind", and it is precisely, this unseen aspect of our surroundings which Lashai so poetically captures.

Technically, her fluency, awareness of textural and tonal aspects of paint, and effuse lyrical gestures demonstrate her expressionist approach to the subject matter of nature in striking form.

Ultimately, In Lashai's oeuvre, and in the present work in particular, we encounter a vision of the natural world that is far from stale, academic and static, but one which is magnified by our poetic, metaphysical, and emotional responses to its grandeur.

**Abstraction is real,  
probably more real  
than nature. I prefer to  
see with closed eyes**

Josef Albers





# EGYPTIAN SURREALISM

*Art & Liberte*

**FOUAD KAMEL / INJI EFFLATOUN / KHADIGA RIAZ / HAMED NADA**

## **LONG LIVE DEGENERATE ART**

80 \*

### **FOUAD KAMEL (EGYPT, 1919-1999)**

Abstract Skeleton

oil on board, framed

signed "FOUAD KAMEL 61" in English (lower right), executed in 1961  
68 x 48cm (26 3/4 x 18 7/8in).

**£10,000 - 15,000**

**US\$15,000 - 23,000**

**€14,000 - 20,000**

### **Provenance**

Property from a private collection, Egypt

"We know with what hostility current society looks upon any new literary or artistic creation that directly or indirectly threatens the intellectual disciplines and moral values of behavior on which it depends for a large part of its own life – its survival.

This hostility is appearing today in totalitarian countries, especially in Hitler's Germany, through the most despicable attacks against an art that these tasseled brutes, promoted to the rank of omniscient judges, qualify as degenerate.

All the achievements of contemporary artistic genius from Cézanne to Picasso – the product of the ultimate in freedom, strength and human feeling – have been received with insults and repression. We believe that it is mere idiocy and folly to reduce modern art, as some desire, to a fanaticism for any particular religion, race or nation.

Along these lines we see only the imprisonment of thought, whereas art is known to be an exchange of thought and emotions shared by all humanity, one that knows not these artificial boundaries.

Vienna has been left to a rabble that has torn Renoir's paintings and burned the writings of Freud in public places. The best works by great German painters such as Max Ernst, Paul Klee, Karl Hoffer, Kokoschka, George Grosz and Kandinsky have been confiscated and replaced by Nazi art of no value. The same recently took place in Rome where a committee was formed to purge literature, and, performing its duties, decided to eliminate works that went against nationalism and race, as well as any work raising pessimism.

O men of art, men of letters! Let us take up the challenge together! We stand absolutely as one with this degenerate art. In it resides all the hopes of the future. Let us work for its victory over the new Middle Ages that are rising in the heart of Europe."

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

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

The presence of many foreign artists, poets, writers and critics in Egypt at the time played a crucial role in spreading an air of liberation and the dissemination of Socialist thought; George Henein, with his refined French education, was the link between these Egyptianized expatriates and the artists of Egypt.

On January 6, 1939, the Art and Liberty Society was formed in Madabegh Street (now Sherif Street) for the defense of art, culture and freedom of publication; they produced the magazine Bread and the book In Defense of Culture. 1940 saw the Society's first exhibition; represented were Mahmoud Said, Sadek Mohamed, Maria Hassia, Aida Shehata, Amy Nemr, Isaac Levy, Angelo Paolo, Angelo di Renere, Papa George, Muscatelli, Joe Slazenger, Celie Balduc, Louis Julian, Angelo Vasca, and Maggie Akeziza; they were later joined by Hamdy Khamees, Abu Khalil Lotfy, Saad el Khadem, and Hamed Nada, who regularly participated in their annual exhibitions until 1945.

This society was in contact with the worldwide Surrealist movement, headed by Andre Breton in France; no sooner had the Art and Liberty society formed, than those in power began to put all their weight into crushing the fledgling groups. However, the group's members clung tenaciously to their position.

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







81 \*

**KHADIGA RIAD (EGYPT, BORN 1914)**

Untitled

oil on board, framed

signed and dated 1974 in English (lower right), executed in 1974  
41 x 55cm (16 1/8 x 21 5/8in).

£9,000 - 12,000

US\$14,000 - 19,000

€12,000 - 16,000

**Provenance**

Property from a private collection, Egypt

Khadiga Riad was the daughter of Hamed El Alaily and grand daughter of Ahmed Chawki, born in 1914 in Cairo, Egypt, studied at the Mere de Dieu college and from 1950 to 1954. She is regarded as Egypt's foremost female surrealist.





82 \*

**INJI EFFLATOUN (EGYPT, 1924-1984)**

The Dye Workers

oil on canvas, framed

bearing the artists stamp on the verso, executed circa 1950's

50 x 61cm (19 11/16 x 24in).

£8,000 - 12,000

US\$12,000 - 19,000

€11,000 - 16,000

**Provenance**

Property from a private collection, Egypt

83 \* W

### HAMED NADA (EGYPT, 1924-1990)

Il Balo

oil on hardboard, framed  
signed "H.Nada" in English and Arabic, and dated "1971" (lower left),  
further signed and titled "Il Balo" (on the verso), affixed with the sticker  
and stamp of the Faculty of Fine Arts, Alexandria on the verso, bearing  
the titles and dates of the Biennial's in which the work was exhibited,  
executed in 1971

122 x 136cm (48 1/16 x 53 9/16in).

£50,000 - 70,000

US\$77,000 - 110,000

€68,000 - 95,000

#### Provenance

Property from a private collection, Canada

Purchased from Safarkhan Gallery, Cairo 1995

#### Exhibited

IV Bienal Internacional del Departe en las Bellas Artes, Madrid,  
Spain 1973

V Bienal Internacional de Arte de Ibiza, Spain 1972

#### Published

Egyptian Ministry of Information, *A Series of descriptions of  
modern Egypt as seen through Contemporary Art*, Cairo, 1972

Il Balo is a groundbreaking and seminal work from Egyptian pioneer Hamed Nada; having taken part in two international biennial's, been extensively published, and created during one of Nada's most fecund periods, the work is a quintessential embodiment of the "folk macabre" that Nada was so renowned for.

Hamed Nada is considered a third generation surrealist and was a member of the Group of Contemporary Arts founded by Hussein Youssef Amin in 1944. The group's members strove to create new forms of art based entirely on traditional Egyptian themes using elements unique to Egyptian culture. Nada's work evolved following the revolution in 1952, during a newly created atmosphere of optimism and freedom.

Nada's work from this period is far removed from that of his contemporaries and his earlier paintings which were much more tragic in their nature. The period following the revolution saw him cast aside the darker themes and concentrate on more positive subjects. The colours became more vibrant and his works displayed far more movement and rhythm than before.



***"My father used to speak to me a lot about insane saints and dervishes. So, like everybody else, I would kiss their hands, seeking their blessings and wanting to satisfy God and the jinn as well. My more critical nature took over as I grew older. I also read voraciously in psychology, and fell in love with Freud and Adler's analyses of pathological behavior hiding behind a veil of normalcy and familiarity. Then, I started to recognize the tragicomic contradiction between appearance and reality of life in the folk milieu.***

***I also realized the amount of sterility and emptiness in the characters of the people who sat for long hours in coffee houses smoking shisha solemnly, drinking cups of tea, gazing absently at a distance. I would go to do whatever I had to do and come back to find them sitting on their chairs, without the slightest indication of movement, as if they were made from the same rock from which ancient Egyptian statutes were carved, as if they were persons whose destiny is made of granite. Those totally shaved heads, zalata [pebble] as people called them. Those palms with thick fingers. Big feet in cheap red and yellow slippers – all seemed to me to contain some comic contradiction.***

***Many manifestations of folk life started to give me a smile, but whenever I contemplated them, I shook my head in sorrow and compassion."***

Hamed Nada







لילה ١٩٦٠  
H. Nadi

84 \*

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

The Rebab Player

oil on canvas, framed

signed and dated "98" in Arabic (bottom right), executed in 1998

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

**£12,000 - 15,000**

**US\$19,000 - 23,000**

**€16,000 - 20,000**

**Provenance**

Property from a private collection, Egypt

**Published**

Subhi al-Sharuni's, *Hussein Bikar*,

Dar al-Shuruq, Cairo, 2002, page 114

Accompanied by a certificate of authenticity from

Esmat Dawastashy reading:

"The painting is by the late artist Husain Bikar (1913-2002) entitled "The Rebab Player and the Bird", measurements 50 x 70cm, oil on canvas, signed in the bottom left and dated 98, in good condition. The painting is an authentic work by Hussein Bicar from his Nubia collection which he started painting in the second half of the 1980's. He had already drawn a quick coloured sketch of the painting which is illustrated in Subhi al-Sharuni's book on Bikar published by Dar al-Shuruq in 2002, page 114."

- Esmat Dawastashy

Born in 1913 in Alexandria, Egypt, Bicar graduated from Cairo's School of Fine Arts in 1933 and taught in Morocco. From there, he traveled extensively in Europe, gaining inspiration for his drawings.

Adept at drawing for children, Bicar also became a foreign correspondent who wrote and illustrated stories of his travels. He produced sketches of news and feature subjects when photography was not common in his homeland.

In his later years, Bicar was better known for painting portraits, particularly of women. He also wrote criticism and taught for many years at Cairo's Fine Arts Academy, where he advised students that the eye alone cannot catch the complex feelings in a painting. "You must think to understand," he said. "You must go beyond the surface."





85 \*

**INJI EFFLATOUN (EGYPT, 1924-1984)**

Landscape

oil on canvas, framed

signed "Inji Efflatoun" and dated "82" (bottom left), executed in 1982

*60 x 60cm (23 5/8 x 23 5/8in).*

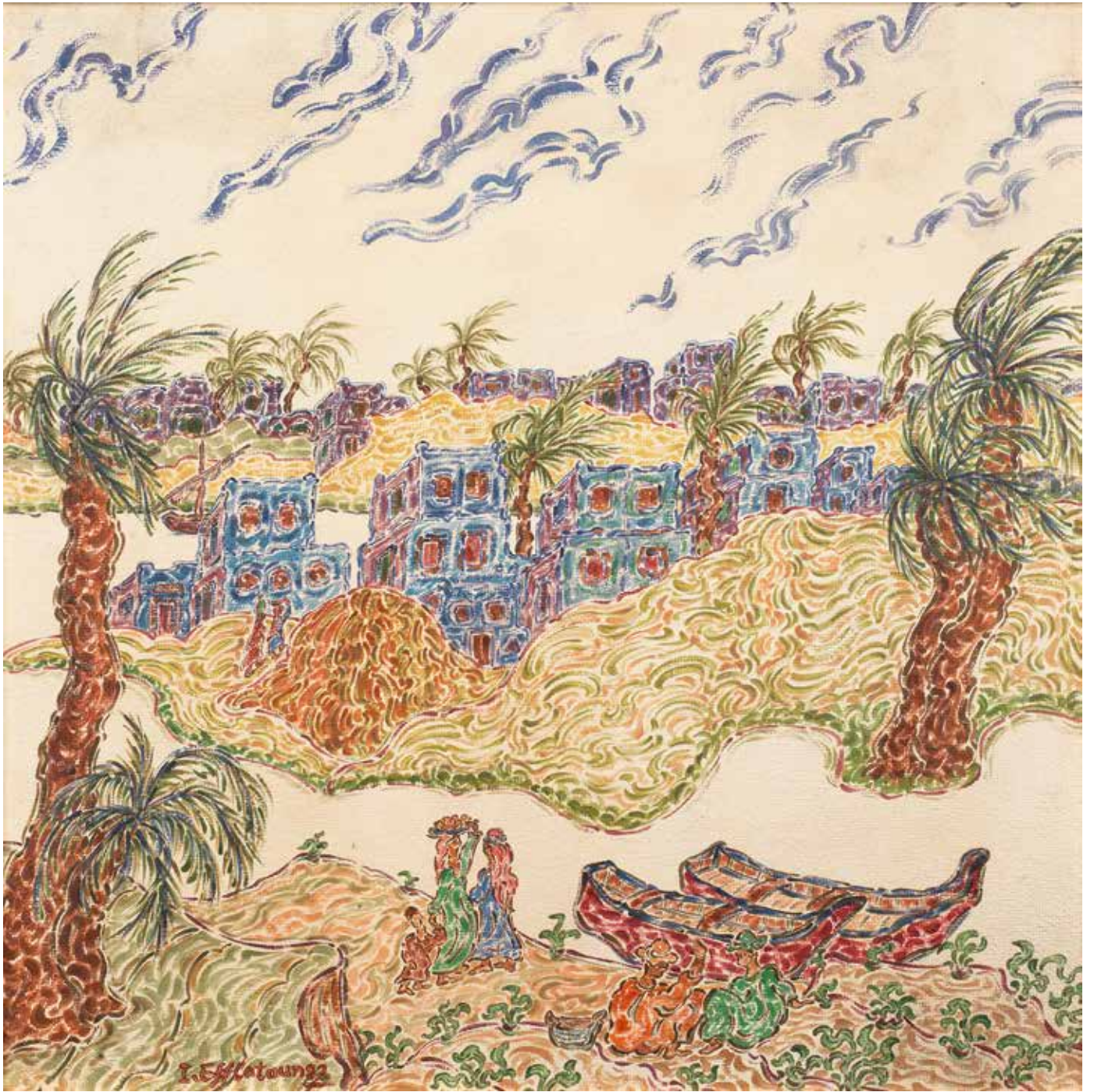
**£10,000 - 15,000**

**US\$15,000 - 23,000**

**€14,000 - 20,000**

**Provenance**

Property from a private collection, Egypt







86 \*

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

Le Ciel Les Soleil Noire  
oil on wood, framed  
executed circa 1950's  
33 x 48cm (13 x 18 7/8in).

£3,000 - 5,000

US\$4,600 - 7,700

€4,100 - 6,800

**Provenance**

Property from a private collection, Cairo





87 \*

**SALAH TAHER (EGYPT, 1911-2007)**

Nubian Face

oil on paper, framed

signed "S.TAHER" in English (lower right)

45 x 32cm (17 11/16 x 12 5/8in).

£4,000 - 6,000

US\$6,200 - 9,300

€5,400 - 8,200

**Provenance**

Property from a private collection, Egypt

88 \*

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

View of Maks - Alexandria

oil on board, framed

signed "Seif" in English (lower left), signed in monumental writing

on the verso and dated "1966" (in Arabic), executed in 1966

49 x 70cm (19 5/16 x 27 9/16in).

**£16,000 - 20,000**

**US\$25,000 - 31,000**

**€22,000 - 27,000**

**Provenance**

Property from a private collection, Egypt

The following works are important and exquisite examples from two of Egypt's most lauded modern artists: Seif and Adham Wanly.

Seif was one of the seminal instigators of Egyptian Modernism after studying at the studio of the Italian Artist Otorino Bicchì. He also studied at Hassan Kamel school (Social Fine Art Association in Alexandria) and attained the Honorary PhD in Art from the Fine Art Academy in Egypt

Seif was a prolific artist who produced more than a thousand paintings, as well as numerous drawings and sketches. His early works are inspired by the use of the light and gentle strokes of his Italian professor, Ottorino Bicchì, who was close to the Italian Macchiaioli and the École de Barbizon. Later in his career, Seif used larger surfaces of bold colors and exercised greater freedom in his compositions, both of which brought him closer to Fauvism.

Seif was fascinated by the performance arts and depicted scenes of circus, ballet, opera, music concerts, bull-fighting as well as all types of sports, including horse races. He represented the life of the performers on stage and backstage by expressing their vivid and dynamic movements.

His fascination with performance arts also led him to design several sets for theater and opera productions in Egypt. He painted numerous views of traditional Nubian villages before they were flooded, as well as many landscapes of Egypt and all the countries he visited, including Spain, France, Italy, Yugoslavia, Poland and Russia. Seif is also the author of a series of self-portraits that reflect his sense of humor and derision.

Following the death of his brother, Adham, which affected him profoundly, he introduced a darker palette of colors and shades in his paintings.

His works can be seen at the Seif and Adham Wanly Museum hosted in the villa of the Mahmoud Saïd Museum in Alexandria, the Museum of Fine Arts in Alexandria, the Museum of Egyptian Modern Art in Cairo, the Mathaf Arab Museum of Modern Art in Doha, as well as in numerous private collections around the world.

In 1940 he set up his own studio with his brother Adham Wanly that was open to the public and any-one interested in the arts. Together, they participated in more than 17 exhibitions, notably in the Biennale of Venice and in São Paulo, Brazil. In the late 1950s, Wanly travelled to Nubia to produce a series of paintings and drawings portraying life in Upper Egypt for a governmental project to document culture and conditions prior to the relocation that occurred to enable construction of the Aswan High Dam.

Seif was honored by several awards: Mukhtar Award in Oil Painting in 1936, Richard Award (Golden Lash) in 1949, Medal of the Asian and African Arts Exhibition in Cairo in 1956, the State Promotional Prize in Art in 1973, the Golden Medal and Order Science & Art in 1974. He got the 1st prize in Oil Painting at the Egyptian Pavilion, the 3rd Alexandria Biennale and was awarded the key of Alexandria.

Today an entire floor of the Mahmoud Saïd Museum in Alexandria is dedicated to Seif and his brother Adham Wanly.







89 \*

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

Villa Borghese

oil on board, framed

signed "Seif" (lower left)

34 x 48cm (13 3/8 x 18 7/8in).

£4,000 - 5,000

US\$6,200 - 7,700

€5,400 - 6,800

**Provenance**

Property from a private collection, Cairo



90 \*

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

The Fisherman's Catch

oil on board, framed

signed "Seif 64" (lower right), executed in 1964

59 x 48cm (23 1/4 x 18 7/8in).

£8,000 - 12,000

US\$12,000 - 19,000

€11,000 - 16,000

**Provenance**

Property from a private collection, Cairo



91 \*

**ADHAM WANLY (EGYPT, 1908-1959)**

Dance of the Sygnets  
oil on board, framed  
executed circa 1950's  
*30 x 70cm (11 13/16 x 27 9/16in).*

**£12,000 - 16,000**

**US\$19,000 - 25,000**

**€16,000 - 22,000**

**Provenance**

Property from a private collection, Cairo





92 \*

**ADHAM WANLY (EGYPT, 1908-1959)**

Study For a Theatre Scene

oil on paper, framed

signed "Ed.Wanly 51" in English, executed in 1951

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

£4,500 - 6,000

US\$6,900 - 9,300

€6,100 - 8,200

**Provenance**

Property from a private collection, Cairo

93 W

**CHARLES HOSSEIN ZENDEROUDI (IRAN, BORN 1937)**

SAT + HE + SAT acrylic and mineral pigment on canvas, framed signed in English and Farsi, and dated "1973" in English (bottom centre), executed in 1973  
214 x 132cm (84 1/4 x 51 15/16in).

**£80,000 - 120,000**

**US\$120,000 - 190,000**

**€110,000 - 160,000**

**Provenance**

Property from a private collection, Paris

Charles Hossein Zenderoudi is one of Iran's most accomplished modern artists, and as a founding father of the highly influential Saqqa Khaneh movement, has been a pioneering figurehead of Iranian neo-traditionalism.

His choice of subject matter, calligraphy, has historically been the most established mode of formal artistic expression prevalent in Iran, but, by emphasizing 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 numerologists, 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 early 1970's, mark a shift towards a more compositionally terse, technical and measured approach to calligraphy. The crowded iconography of the early works is replaced by a greater focus on larger letter-forms, which exhibit a formal refinement lacking in their earlier counterparts.

Measured but spontaneous, technical yet effuse, Zenderoudi manipulates Persian calligraphy with effortless ease, boasting a 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

The present lot is accompanied by a Certificate from Zenderoudi and will be included in his upcoming Catalogue raisonne.







94 W

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

AZIMECH acrylic on canvas, framed  
signed "Hossein Zenderoudi" and dated "86" (lower left),  
executed in 1986  
118 x 100cm (46 7/16 x 39 3/8in).

**£50,000 - 70,000**

**US\$77,000 - 110,000**

**€68,000 - 95,000**









95

**NASROLLAH AFJEI (IRAN, BORN 1933)**

Untitled

ink on canvas, framed

executed in 2012

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

£10,000 - 15,000

US\$15,000 - 23,000

€14,000 - 20,000

**Provenance**

Property from a private collection, London





96 \* W

**AZRA AGHIGHI BAKHSHAYESHI (IRAN, BORN 1968)**

Untitled

oil on canvas

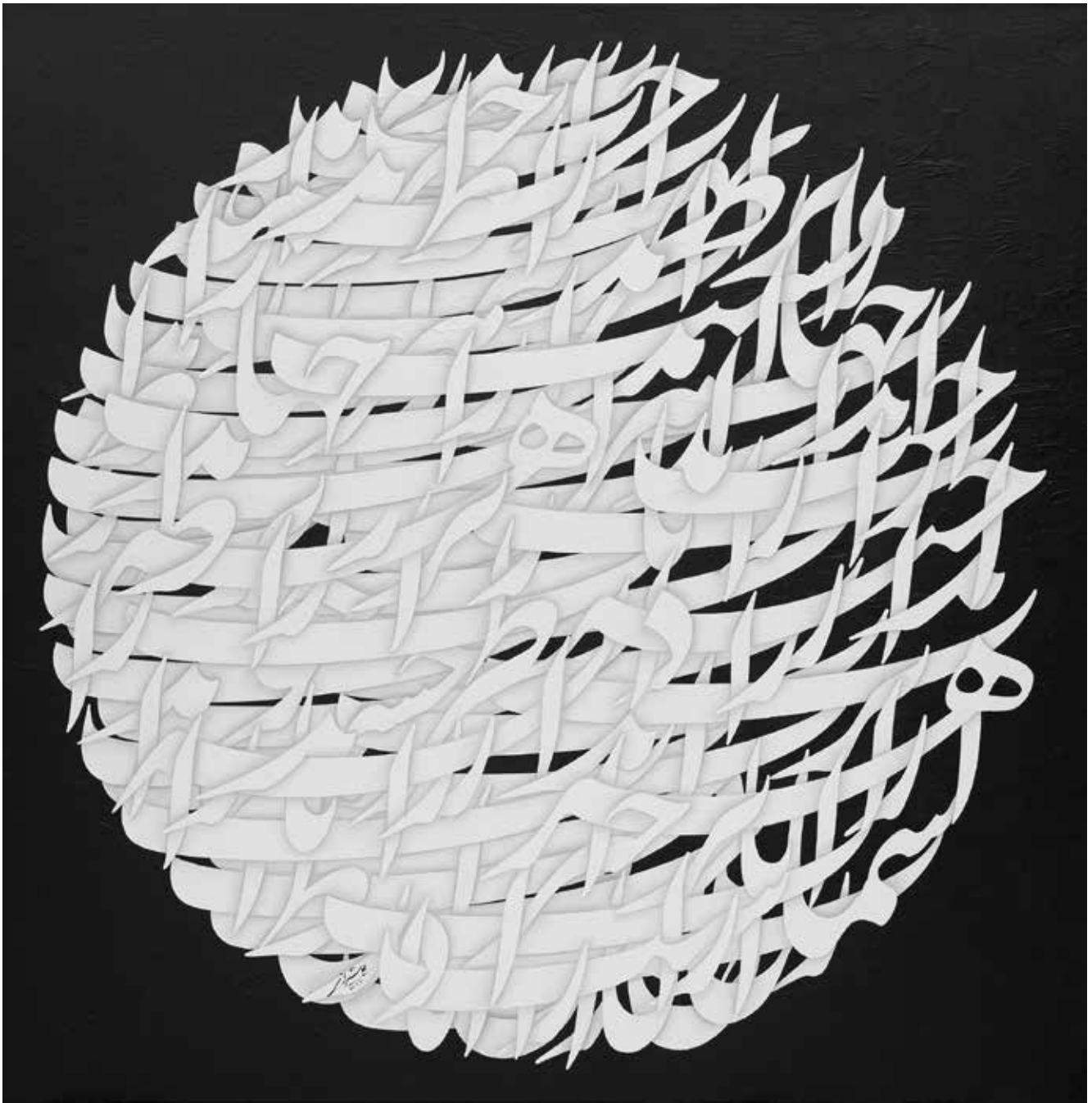
executed in 2009

147 x 297cm (57 7/8 x 116 15/16in).

£5,000 - 7,000

US\$7,700 - 11,000

€6,800 - 9,500



97 \* W

**ALI SHIRAZI (IRAN, BORN 1959)**

Untitled

acrylic on canvas

executed in 2014

180 x 180cm (70 7/8 x 70 7/8in).

£11,000 - 15,000

US\$17,000 - 23,000

€15,000 - 20,000





98 \* W

**NJA MAHDAOUI (TUNISIA, BORN 1937)**

Untitled

ink and metallic pen on paper, framed

executed in 2009

140 x 140cm (55 1/8 x 55 1/8in).

£20,000 - 30,000

US\$31,000 - 46,000

€27,000 - 41,000





99 \*

**KAMEL KHALIFA (EGYPT, BORN 1969)**

The Woman

bronze

signed in English (on the reverse)

40 x 25cm (15 3/4 x 9 13/16in).

£8,000 - 12,000

US\$12,000 - 19,000

€11,000 - 16,000

**Provenance**

Property from a private collection, Egypt



100 \*

**MOHAMMAD EL FAYOUMY (EGYPT, BORN 1963)**

Kaydahom

executed in 2014, the present work is number eight from an

edition of eight

37 x 25cm (14 9/16 x 9 13/16in).

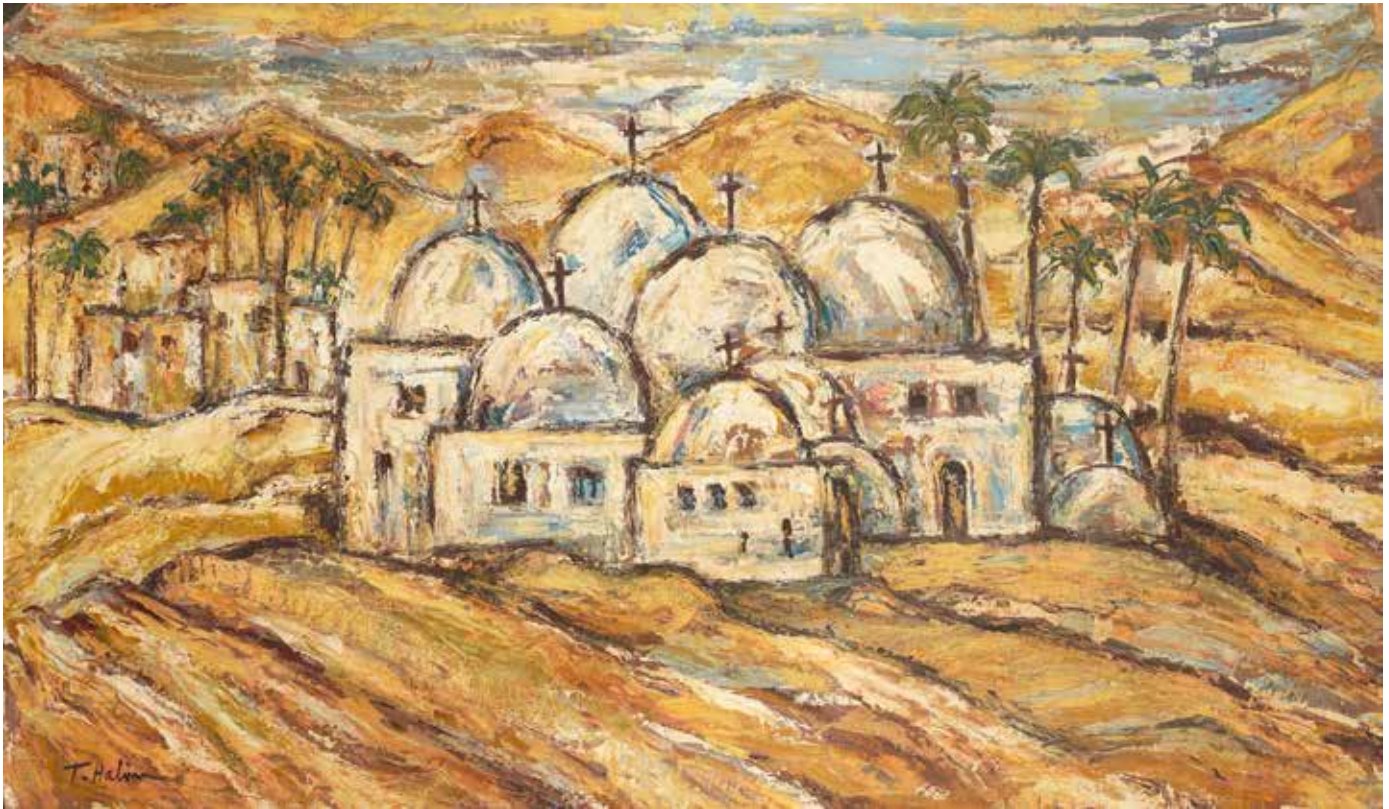
£8,000 - 12,000

US\$12,000 - 19,000

€11,000 - 16,000

**Provenance**

Property from a private collection, Cairo



101 \*

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

Monestary - Wadi El Natrun

oil on hardboard

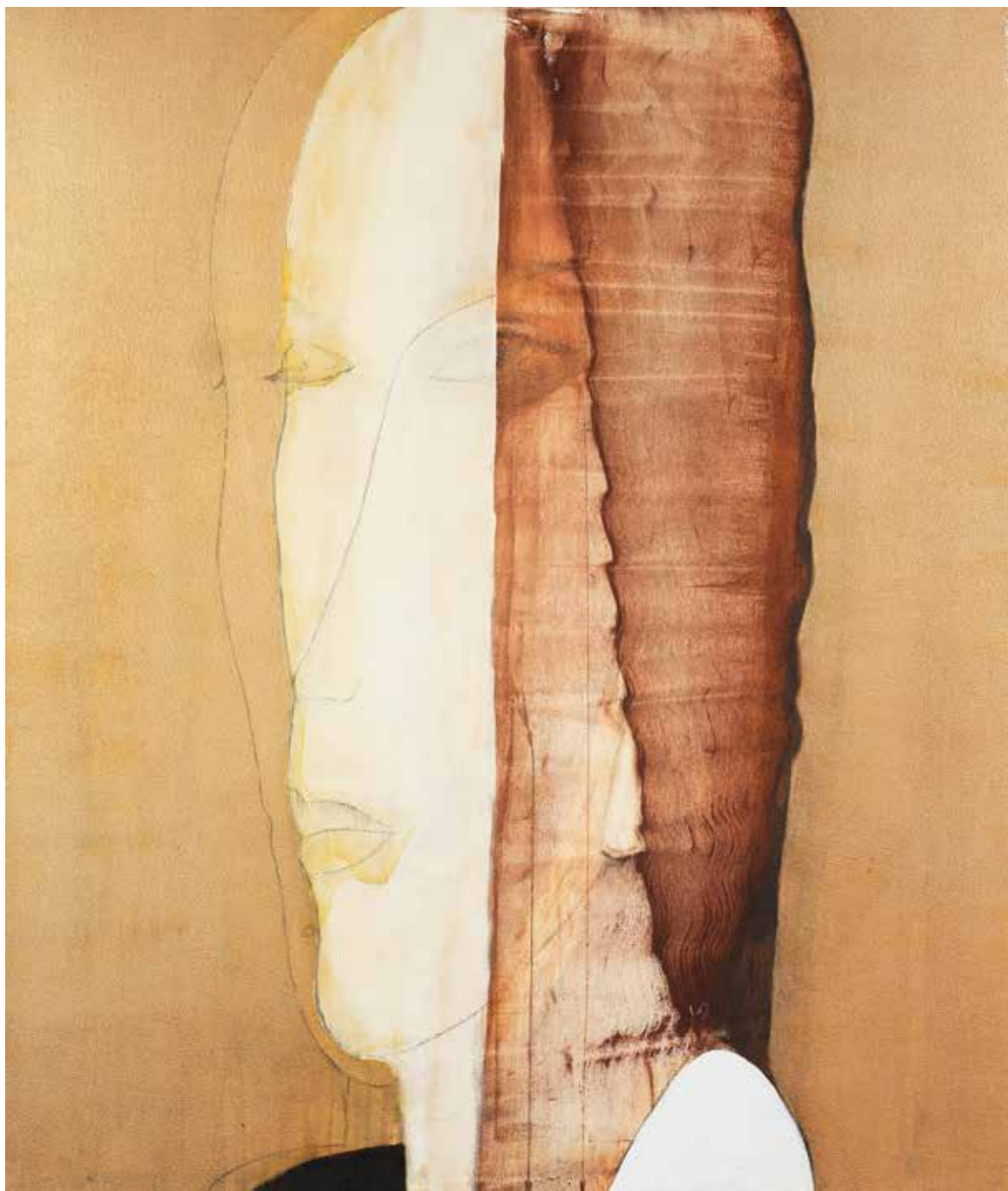
signed "T.Halim" (lower left), accompanied by a certificate of authenticity from the Faculty of Fine Arts, University of Alexandria 69 x 120cm (27 3/16 x 47 1/4in).

£15,000 - 20,000

US\$23,000 - 31,000

€20,000 - 27,000





102 \* W

**ADEL EL SIWI (EGYPT, BORN 1952)**

Untitled

oil on canvas, framed

signed and dated 2014

140 x 120cm (55 1/8 x 47 1/4in).

£14,000 - 18,000

US\$22,000 - 28,000

€19,000 - 25,000

**Provenance**

Property from a private collection, Egypt



***In Islam a woman's body has been historically a type of battleground for various kinds of rhetoric and political ideology.***

***Much about a culture and its identity can be gleaned from the status and circumstances of its women, such as the roles they play in the society, the rights they enjoy or don't, and the dress codes to which they adhere. Also, a Muslim woman projects more intensely the paradoxical realities that I am trying to identify. Each image is constructed to magnify contradiction.***

***The traditionally feminine traits such as beauty and innocence on one hand and cruelty, violence, and hatred on the other coexist within the complex structure of Islam itself.***



Shirin Neshat

103 W

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

Faezeh

ink on silver gelatin print, framed

Signed, dated, titled and editioned 2/5 on verso, executed in 2008

154 x 104cm (60 5/8 x 40 15/16in).

£25,000 - 35,000

US\$39,000 - 54,000

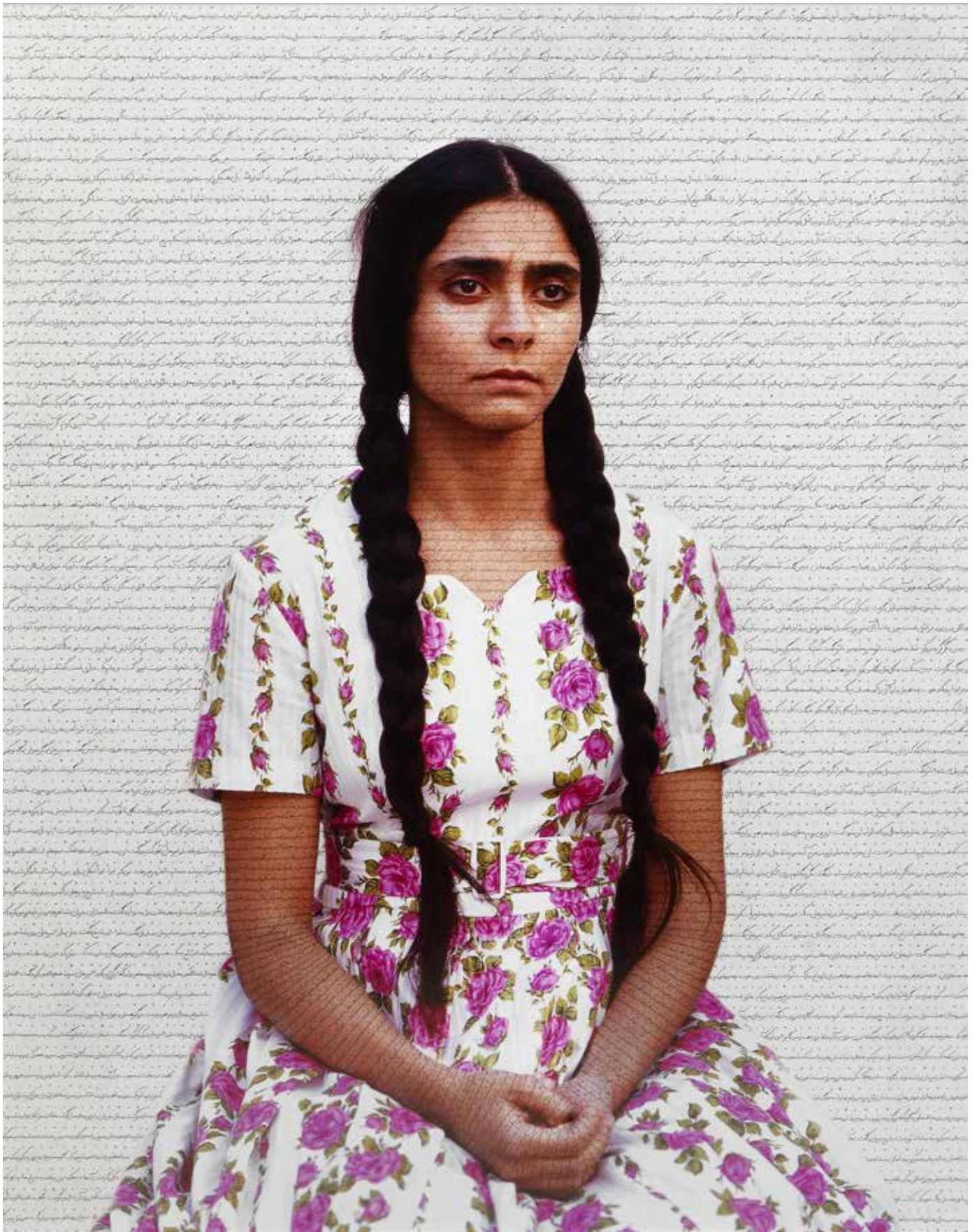
€34,000 - 48,000

**Provenance**

Michael Hoppen Gallery, London

Acquired directly from the above by the present owner







104

**MANAL AL DOWAYAN (SAUDI ARABIA, BORN 1973)**

Four Images from the Choice Series

1. The Choice 6: signed, dated "2008" and numbered 6/10
2. The Choice 3: signed, dated "2008" and numbered 6/10
3. The Choice 2: signed, dated "2008" and numbered 6/10
4. The Choice 1: signed, dated "2008" and numbered 6/10

c-prints, framed  
executed in 2008  
*36cm x 42cm (14 3/16 x 16 9/16in).*

**£6,000 - 10,000**

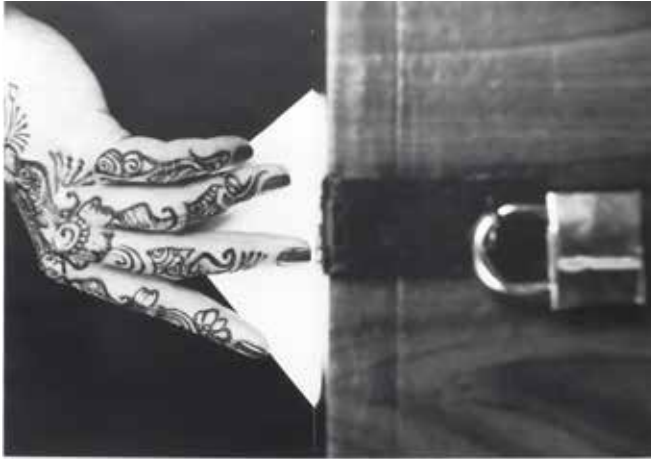
**US\$9,300 - 15,000**

**€8,200 - 14,000**

One of the leading lights of the contemporary art scene in Saudi Arabia, Manal al Dawayan's work has been exhibited worldwide, in the wake of the artist's global activities, promoting the rights of women in the region and celebrating their achievements and pioneering spirit in a complex society.

In this series, al Dawayan presents striking monochromatic portraits of women in Saudi, gazing coolly at the viewer and announcing themselves as modern, aspirational figures seeking to redefine the boundaries of tradition and custom.

Beautifully-composed, emanating conviction, passion and positivity, Al Dawayan's commitment to celebrating the achievements of fellow Saudis and destroying clichés and stereotypes makes her one of the most exciting and vital artists working in the region today.



1



2



3



4



105 \*

**TAREK AL-GHOUSSEIN (PALESTINE, BORN 1962 )**

D Series Untitled 9

Digitl inkjet print, framed *100cm x 150cm (39 3/8 x 59 1/16in)*.

**£5,000 - 7,000**

**US\$7,700 - 11,000**

**€6,800 - 9,500**

#### **Provenance**

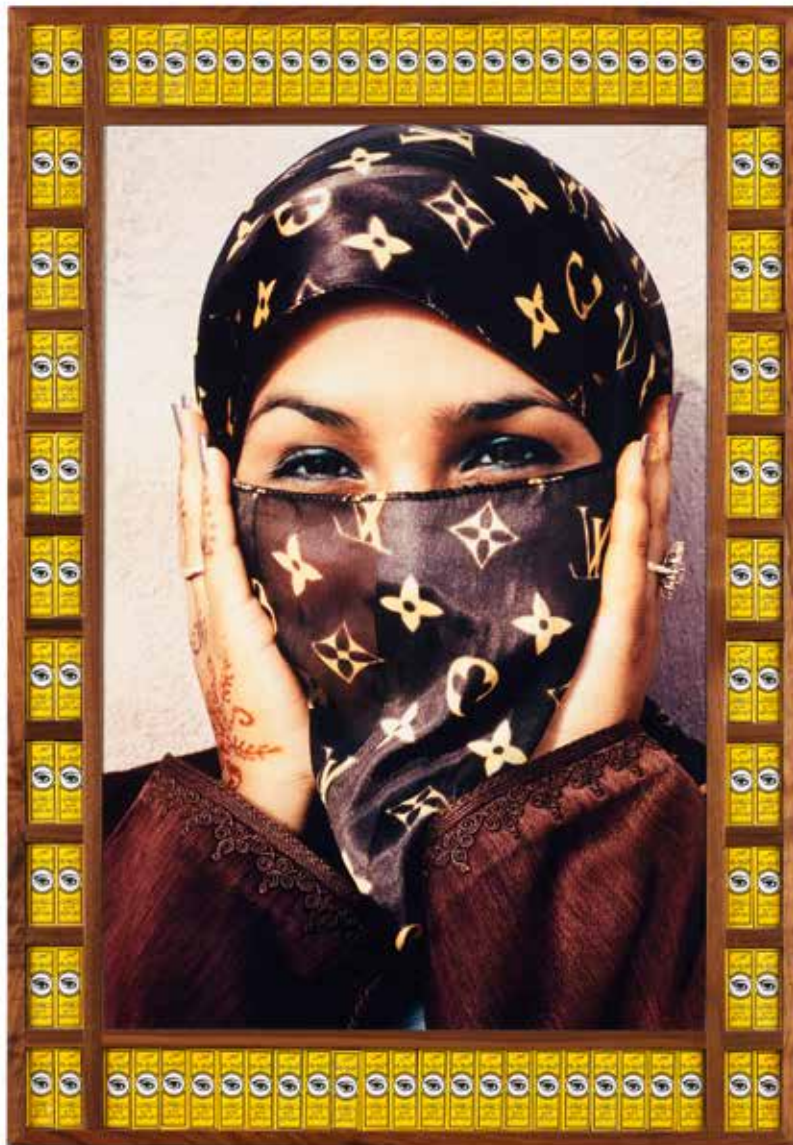
Property from a private collection, Dubai

'It's about looking at a space - how one relates to a space and how that space defines a person too,' says Palestinian-Kuwaiti artist, photographer and academic, Tarek al Ghoussein.

Long considered amongst the most progressive and engaged photographers at work in the Middle East today, al Ghoussein's intellectually-engaged and visually powerful imagery addresses the duality of his ethnic identity as the son of displaced Palestinians, growing up in the Gulf.

Much of al Ghoussein's work deals with the intangibility of his Palestinian heritage. Placing the notion of a state, real in a collective consciousness yet ethereal in the world, he places himself in his works which becomes documentary artifacts of his active performances.





106

**HASSAN HAJJAJ (MOROCCO, BORN 1961), 2008**

Saida

Lambda Print, Wooden Frame With Kohl Packaging  
signed, titled and dated "2000" on the verso, numbered "Artists  
Aproval 1/2", the present work is an artists proof  
92cm x 64cmcm (36 1/4 x 25 3/16in).

£5,000 - 7,000

US\$7,700 - 11,000

€6,800 - 9,500

A wonderful example of Moroccan-born photographer Hassan Hajjaj's pop art sourced from the souks and alleyways of modern day Morocco, 'Saida' represents this idiosyncratic artist's continuing fascination with notions of identity and representation. Appropriating and re-contextualising traditional 'Orientalist' views of women, Hajjaj playfully subverts the tropes and clichés of the Islamic world.

Our subject peers enigmatically from behind her veil, itself lavishly patterned with a fashion logo, her eyes almost satirically blackened

with the kohl, so often attributed to Middle Eastern woman and in typical Hajjaj pop art style, used here to form the frame of the photograph. Further confounding traditional perceptions, the woman gazes coolly back at us – in invitation, disdain or amusement?

Hassan Hajjaj is currently enjoying an unprecedented boom in popularity due in part to sell-out exhibitions in New York and Miami and in shows worldwide. Based between London and Morocco, he is considered a pioneer of contemporary art from the Maghreb.

107

**AYDIN AGHDASHLOO (IRAN, BORN 1940)**

Falling Star

acrylic on paper, framed

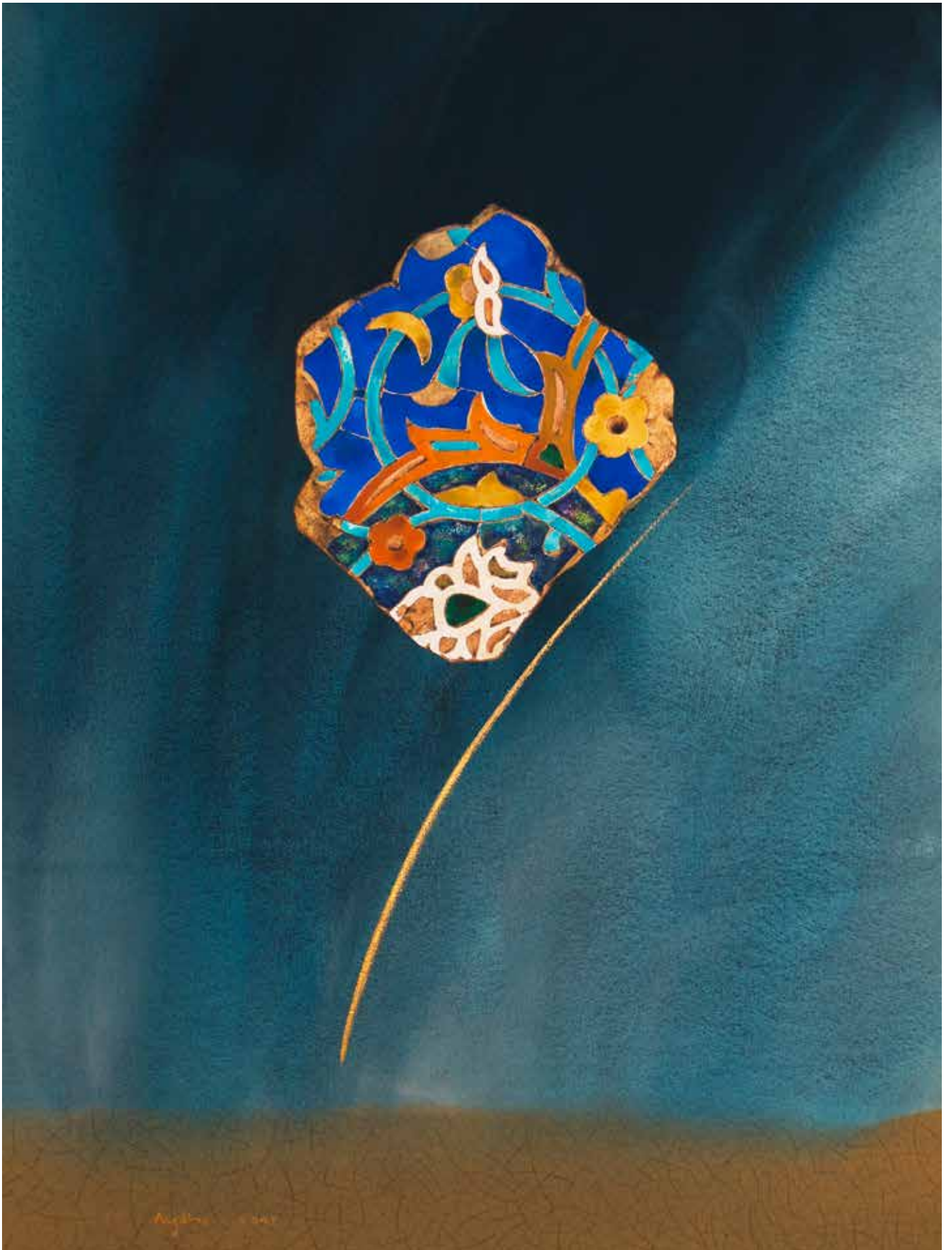
signed "Aydin" and dated "2003" in English (lower left),  
executed in 2003

*76 x 56cm (29 15/16 x 22 1/16in).*

**£12,000 - 15,000**

**US\$19,000 - 23,000**

**€16,000 - 20,000**





108 \*

**ARNAUD RIVIEREN (BELGIUM, BORN 1966)**

Love Is In The Air II

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

**£6,000 - 10,000**

**US\$9,300 - 15,000**

**€8,200 - 14,000**

**Provenance**

Property from a private collection, Dubai

'Love is in the Air II' by Arnaud Rivieren presents two apparently unstable shapes poised at collapse. A tapering rectangle of stainless steel balances precariously on a hollow sphere: Were this scene to animate, we can imagine, the momentum of the rolling sphere would push both shapes away from each other in a moment of violent, dynamic toppling. The objects are held at the charged point before this unseen fall and this creates a central tension in the work, also playfully hinted at in the title as a reference to the tender yet unstable early moments of an amorous relationship.

Rivieren is a Dubai-based sculptor. He sources scrap metal from the industrial areas of Dubai and transforms these found steel fixtures, dense tubing and heavy machinery into objects that propose a quiet rapport between levity and formal rigor. The apparent nimbleness of the objects that he creates is contradicted by their volume and creation, welding and heating the steel to high temperatures until it begins to bend under its own weight. This 'moment of inertia' is pivotal to the creation of the work but also the tensions that Rivieren visualizes as spatial relationships in steel.



109

**FARHAD MOSHIRI (IRAN, BORN 1963)**

Computer Room

Embroidery on Velvet with Paillettes, Strass and Glass Beads  
executed in 2004

43 x 80cm (16 15/16 x 31 1/2in).

**£15,000 - 20,000**

**US\$23,000 - 31,000**

**€20,000 - 27,000**

**Provenance**

Property from a private collection, Paris

Acquired directly by the above from Extraspazio Gallery, Rome

**Exhibited**

Rome, Extraspazio Gallery, *Farhad Moshiri*, 2004-2005





110 \*

**AHMED ASKALANY (EGYPT, BORN 1978)**

The Knight of Our Times

bronze

signed, dated "2012", and numbered "1/8" (on foot), executed in 2012

26 x 38cm (10 1/4 x 14 15/16in).

£6,000 - 10,000

US\$9,300 - 15,000

€8,200 - 14,000



111

**AHMED ASKALANY (EGYPT, BORN 1978)**

The Flying Man

bronze

signed, dated "2012", and numbered "1/8" (on foot), executed in 2012

*Height: 39 cm (10 1/4 in)*

£6,000 - 10,000

US\$9,300 - 15,000

€8,200 - 14,000







112



113



114

112  
**ALI OMAR ERMES (LIBYA, BORN 1945)**

Ya  
 acrylic and gouache on paper  
 framed  
 80 x 117cm (31 1/2 x 46 1/16in).

£6,000 - 10,000  
 US\$9,300 - 15,000  
 €8,200 - 14,000

**Provenance**  
 Property from a private collection, London

113  
**ALI OMAR ERMES (LIBYA, BORN 1945)**

Hou  
 acrylic and gouache on paper  
 framed  
 70 x 100cm (70 x 39 3/8in).

£6,000 - 10,000  
 US\$9,300 - 15,000  
 €8,200 - 14,000

**Provenance**  
 Property from a private collection, London

114  
**ALI OMAR ERMES (BORN 1945)**

HH  
 acrylic and gouache on paper  
 framed  
 70 x 100cm (27 9/16 x 39 3/8in).

£6,000 - 10,000  
 US\$9,300 - 15,000  
 €8,200 - 14,000

**Provenance**  
 Property from a private collection, London





115 \*

**HOSNI BANANI (EGYPT, 1912-1989)**

Nude

oil on canvas, framed

executed in 1965

40 x 30cm (15 3/4 x 11 13/16in).

£2,000 - 3,000

US\$3,100 - 4,600

€2,700 - 4,100





116 \*

**GEORGES HANNA SABBAGH (EGYPT, 1877-1951)**

Untitled

oil on board, framed

signed "GEORGES SABBAGH" and dated "1945", executed in 1945

45 x 59cm (17 11/16 x 23 1/4in).

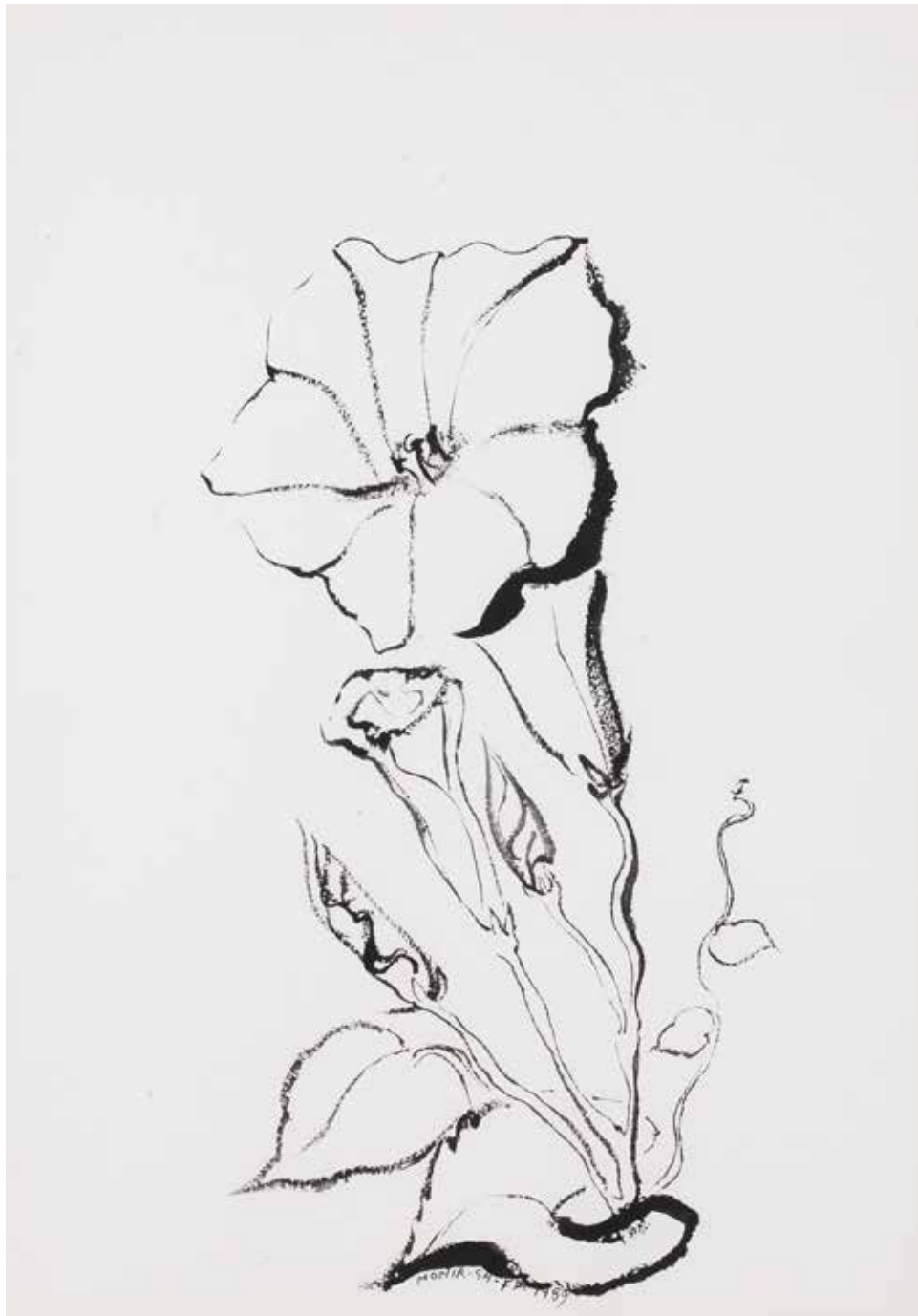
£4,000 - 6,000

US\$6,200 - 9,300

€5,400 - 8,200

**Provenance**

Property from a private collection, Cairo



117

**MONIR FARMANFARMAIAN (IRAN, BORN 1924)**

Untitled (Floral Sketch)

ink on paper, framed

signed and dated 1989

35 x 28cm (13 3/4 x 11in).

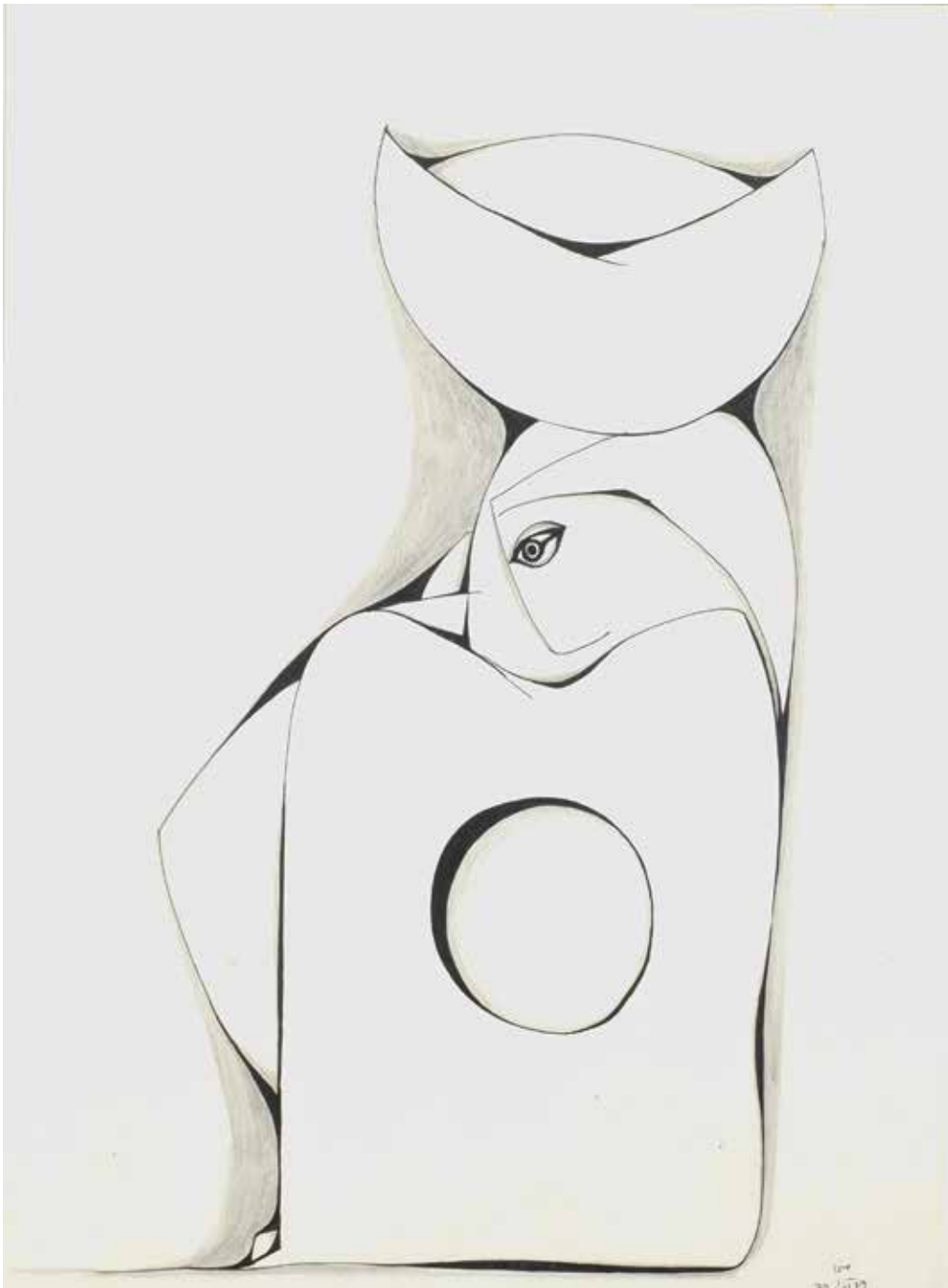
£1,500 - 2,500

US\$2,300 - 3,900

€2,000 - 3,400

**Provenance**

Property from a private collection, Paris



118

**MONA SAUDI (JORDAN, BORN 1945 )**

Untitled

ink on paper, framed  
signed and dated "30 Azar 79" (lower right), executed 1979  
45 x 33cm (17 11/16 x 13in).

£2,000 - 4,000

US\$3,100 - 6,200

€2,700 - 5,400



119

**MONIR FARMANFARMAIAN (IRAN, BORN 1924)**

Five Painted Tiles

mixed media on Plexiglas (five panels)

executed as part of an interior design project circa circa 1983

*29 x 29cm (11 7/16 x 11 7/16in). each*

**£5,000 - 8,000**

**US\$7,700 - 12,000**

**€6,800 - 11,000**





120 \* W

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

Untitled

oil on canvas, framed

executed in 1975

130 x 170cm (51 3/16 x 66 15/16in).

£12,000 - 15,000

US\$19,000 - 23,000

€16,000 - 20,000





121 \*

**AHMAD MORSHEDLOO (IRAN, BORN 1973)**

Untitled

acrylic and pen on board, framed

signed and dated "86" (A.P), executed in 2008

90 x 120cm (35 7/16 x 47 1/4in).

£3,000 - 5,000

US\$4,600 - 7,700

€4,100 - 6,800



122 \*W

**EINODDIN SADEGHZADEH (IRAN, BORN 1965)**

Love

oil and tar on canvas, framed

signed (bottom centre)

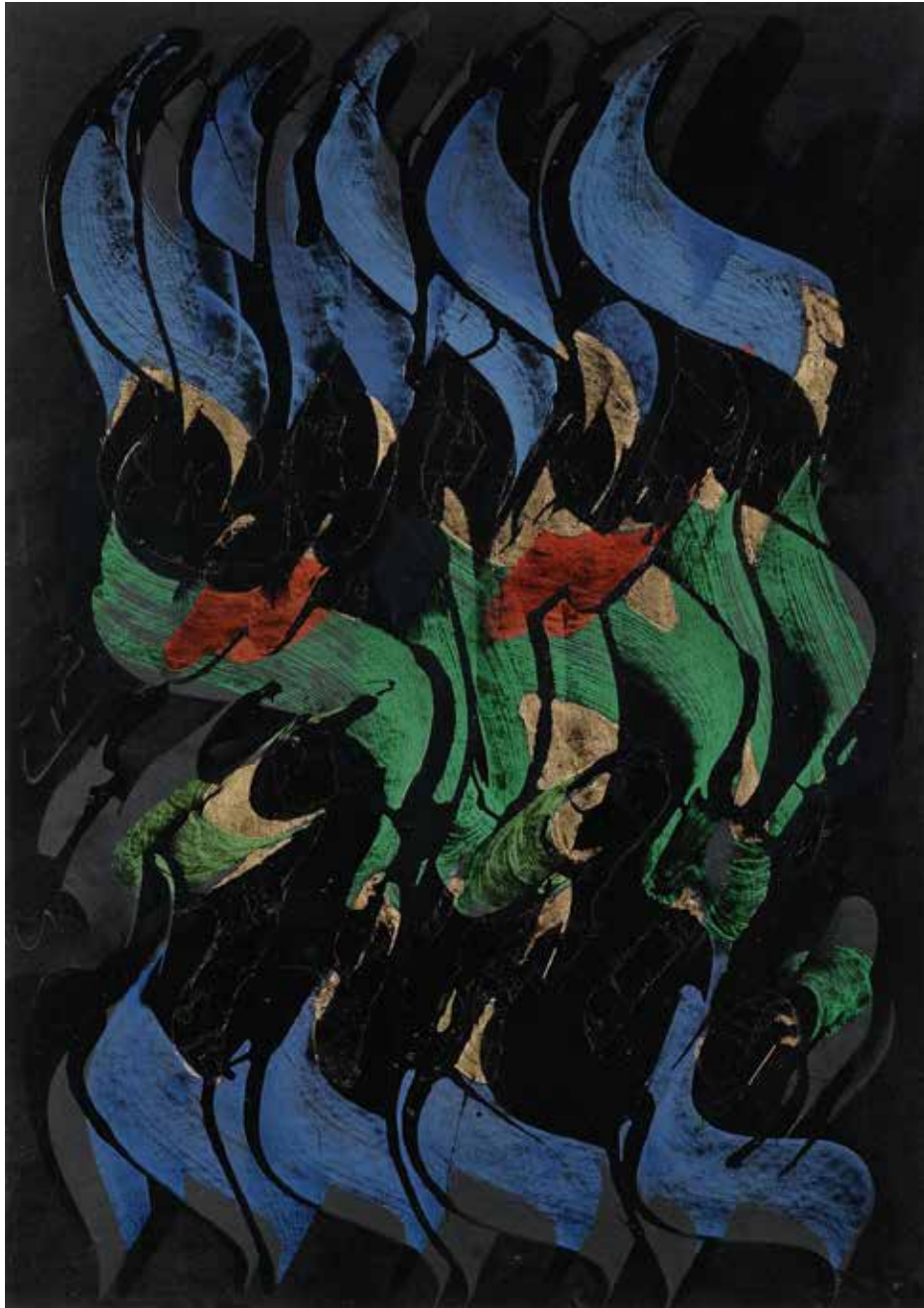
200 x 200cm (78 3/4 x 78 3/4in).

£6,000 - 10,000

US\$9,300 - 15,000

€8,200 - 14,000





123

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

Untitled (Allah)

acrylic on board

framed

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

£3,000 - 5,000

US\$4,600 - 7,700

€4,100 - 6,800





124 \*

**MOHAMMAD ISMAEIL (EGYPT, 1936-1993)**

Abstract Composition

oil on board, framed

signed and dated "1992" in Arabic, executed in 1992

58 x 59cm (22 13/16 x 23 1/4in).

£3,000 - 5,000

US\$4,600 - 7,700

€4,100 - 6,800



125 \*

**MAHMOUD ABDEL-MAWGOOD (EGYPT, BORN 1970)**

Untitled

oil on canvas, framed

executed in 2014

60 x 84cm (23 5/8 x 33 1/16in).

£2,000 - 3,000

US\$3,100 - 4,600

€2,700 - 4,100





126

**SHADI GHADIRIAN (IRAN, BORN 1974)**

Nil Nil No.11

Photography, Framed

4/10 2008

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

£2,000 - 3,000

US\$3,100 - 4,600

€2,700 - 4,100





127 \* W

**BAHRAM HANAFI (IRAN, BORN 1966)**

Untitled

acrylic on canvas, framed

executed in 2014

150 x 98cm (59 1/16 x 38 9/16in).

£2,000 - 3,000

US\$3,100 - 4,600

€2,700 - 4,100

## NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### *Contractual Description of a Lot*

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

#### *Estimates*

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

#### *Condition Reports*

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

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

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

#### *Bonhams' responsibility to you*

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

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

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

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

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

#### *Alterations*

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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

## Bidding in person

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

## Bidding by telephone

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the *Hammer Price*  
20% from £50,001 to £1,000,000 of the *Hammer Price*  
12% from £1,000,001 of the *Hammer Price*

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

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

## 8. VAT

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

The following symbols are used to denote that *VAT* is due on the *Hammer Price* and *Buyer's Premium*:

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- \* *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

- G Gold bullion exempt from *VAT* on the *Hammer Price* and subject to *VAT* at the prevailing rate on the *Buyer's Premium*
- Zero rated for *VAT*, no *VAT* will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no *VAT* will be charged on the *Hammer Price*, but *VAT* at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a *VAT* inclusive basis.

## 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

**Sterling personal cheque drawn on a UK branch of a bank or building society:** all cheques must be cleared before you can collect your purchases;

**Bankers draft/building society cheque:** if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

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

**Sterling travellers cheques:** you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

**Bank transfer:** you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc  
Address: PO Box 4RY  
250 Regent Street  
London W1A 4RY  
Account Name: Bonhams 1793 Limited Trust Account  
Account Number: 25563009  
Sort Code: 56-00-27  
IBAN Number: GB 33 NWBK 560027 25563009

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

**Debit cards:** there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;



**Union Pay cards:** these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

**Credit cards:** Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

Please refer all enquiries to our shipping department on:  
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805  
Email: [shipping@bonhams.com](mailto:shipping@bonhams.com)

## 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

### Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

modern firearms specialist. All prospective *Bidders* are advised to consult the " " of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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

## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### ~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

### Gemstones

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

### Estimated Weights

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

### Signatures

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

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

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

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

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

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

## 20. PHOTOGRAPHS

### Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

## 21. PICTURES

### Explanation of *Catalogue* Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

Wines lying in Bond are marked  $\Delta$  and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

*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 – Chateau 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.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- , †, \*, G, Ω, α see clause 8, VAT, for details.

### DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

## 1 THE CONTRACT

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

## 2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

## 3 DESCRIPTIONS OF THE LOT

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

## 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

## 5 RISK, PROPERTY AND TITLE

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

## 6 PAYMENT

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

## 7 COLLECTION OF THE LOT

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



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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

#### 4 COLLECTION OF THE LOT

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

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

#### 5 STORING THE LOT

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

#### 6 RESPONSIBILITY FOR THE LOT

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

<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	9.3.2		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	<b>10</b>	<b>OUR LIABILITY</b>
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i> ) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	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;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	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.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	<b>9</b>	<b>FORGERIES</b>	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		



10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

"**Additional Premium**" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).  
"**Auctioneer**" the representative of *Bonhams* conducting the *Sale*.

**"Bidder"** a person who has completed a *Bidding Form*.

**"Bidding Form"** our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

**"Bonhams"** Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

**"Book"** a printed *Book* offered for *Sale* at a specialist *Book Sale*.

**"Business"** includes any trade, *Business* and profession.

**"Buyer"** the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

**"Buyer's Agreement"** the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

**"Buyer's Premium"** the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

**"Catalogue"** the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

**"Commission"** the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

**"Condition Report"** a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

**"Conditions of Sale"** the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

**"Consignment Fee"** a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

**"Consumer"** a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

**"Contract Form"** the *Contract Form*, or vehicle *Entry form*, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

**"Contract for Sale"** the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

**"Contractual Description"** the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract 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.

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

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

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

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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# 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)**

**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.**

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There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

### Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, 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. For higher value lots you may also be asked to provide a bank reference.

### If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

<b>Sale title:</b> Modern and Contemporary Middle Eastern Art	<b>Sale date:</b> 20 April 2015
<b>Sale no.</b> 23058	<b>Sale venue:</b> New Bond Street

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.

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

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If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□	Please tick if you have registered with us before <input type="checkbox"/>

**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*

<b>FOR WINE SALES ONLY</b>		
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Your 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.

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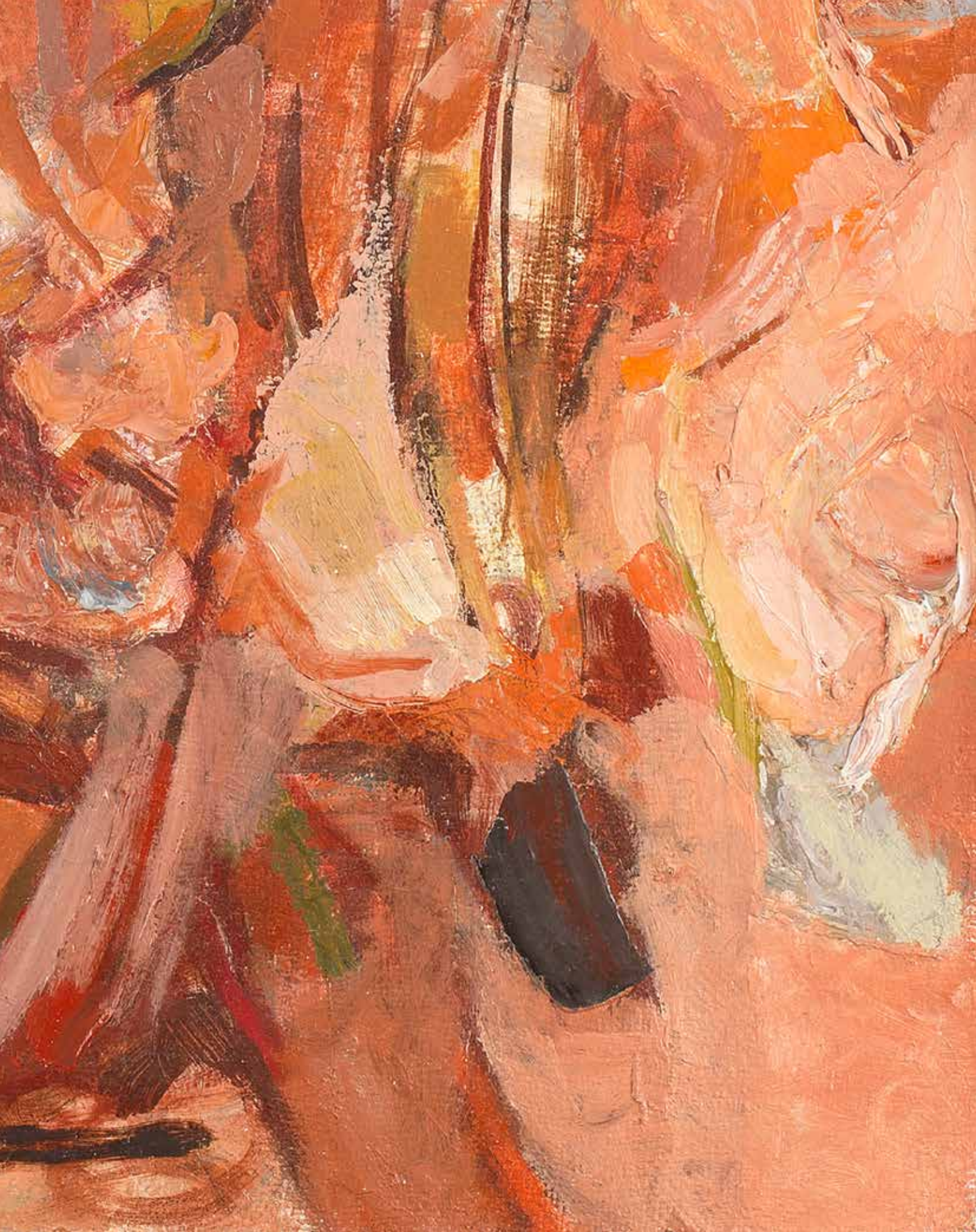
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