

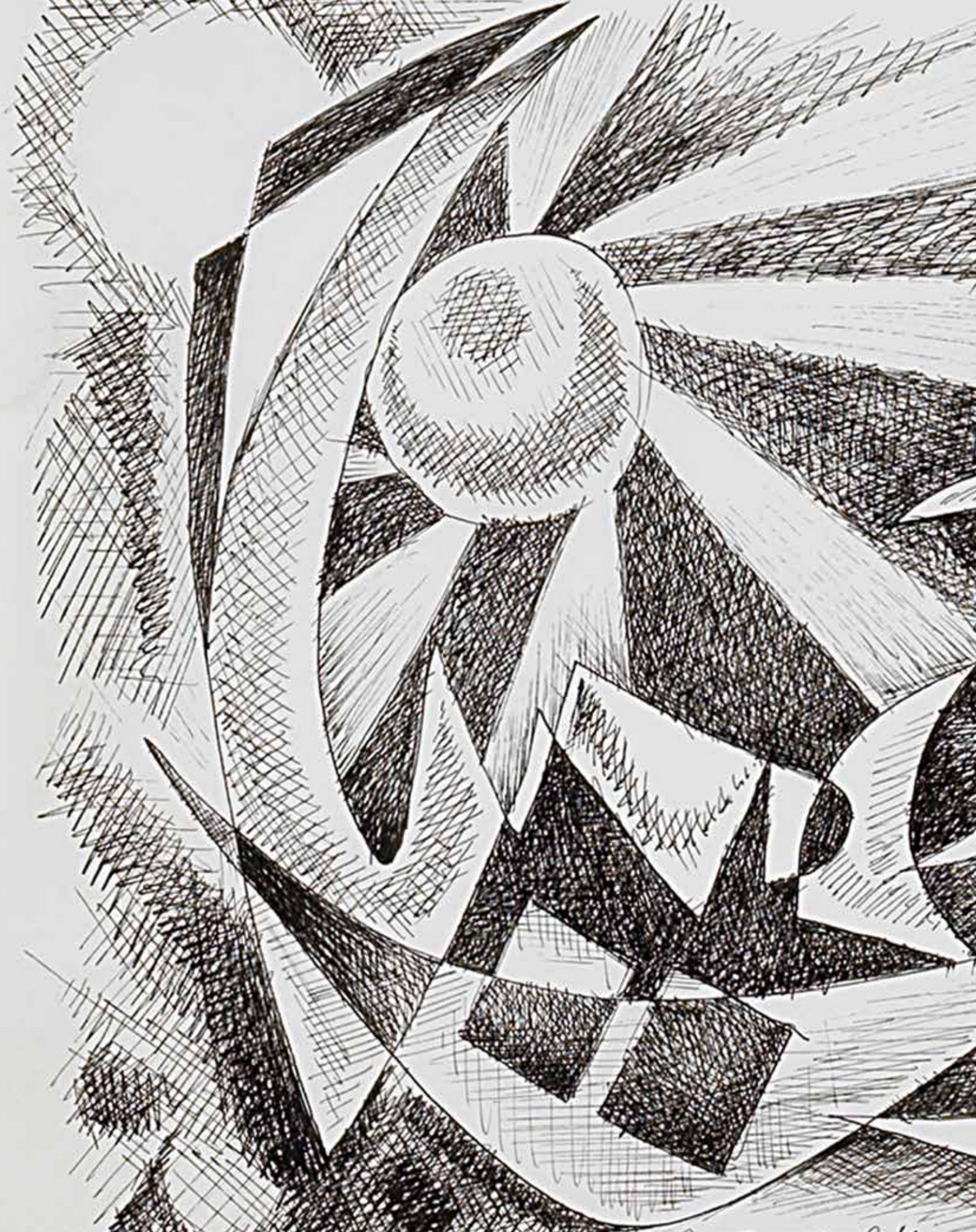
A CENTURY OF IRAQI ART PART II

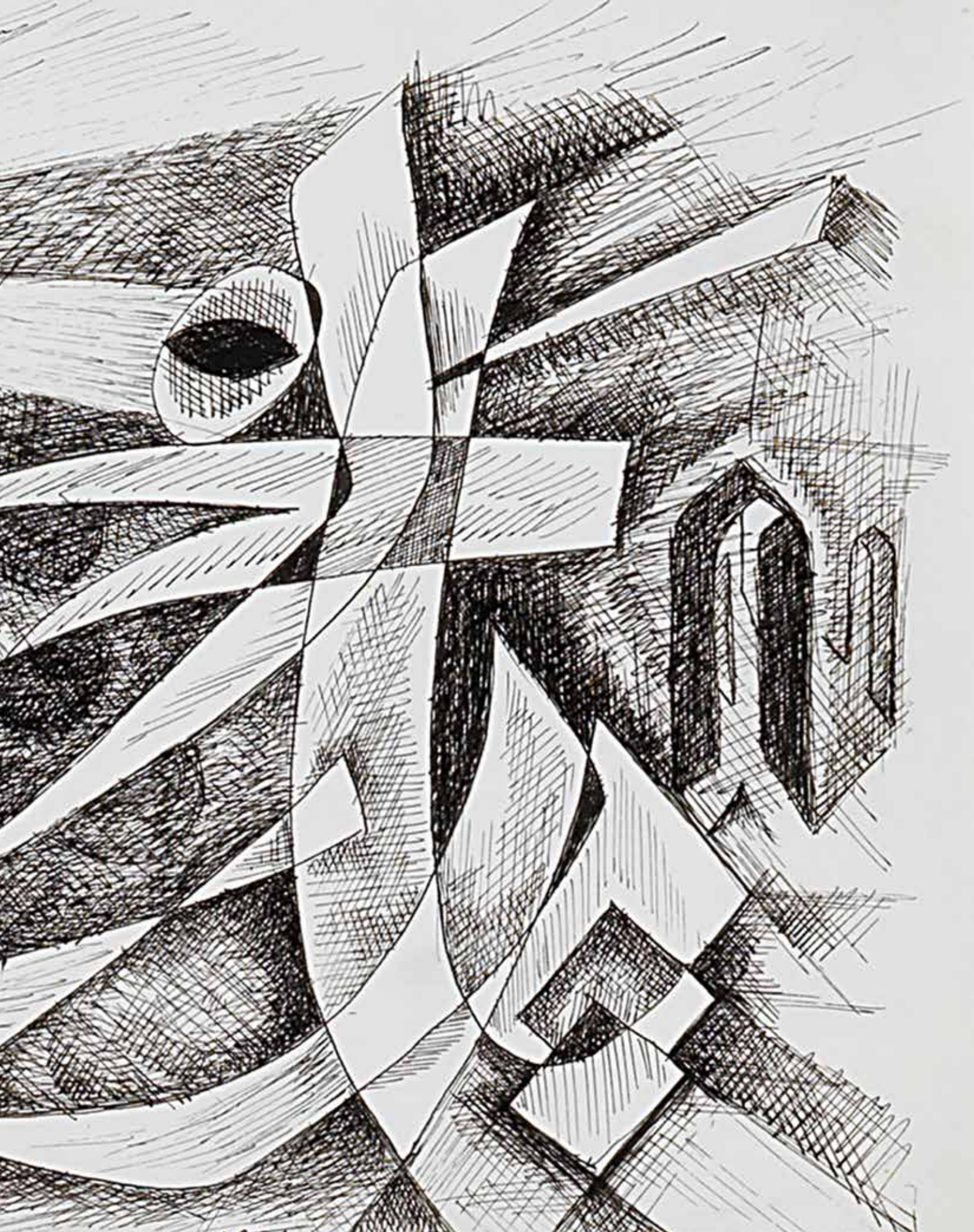
Wednesday 7 October 2015



Bonhams

LONDON







A CENTURY OF IRAQI ART PART II

Wednesday 7 October 2015, at 14:00

101 New Bond Street, London

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9:00 - 16:30
Saturday 3 October 2015
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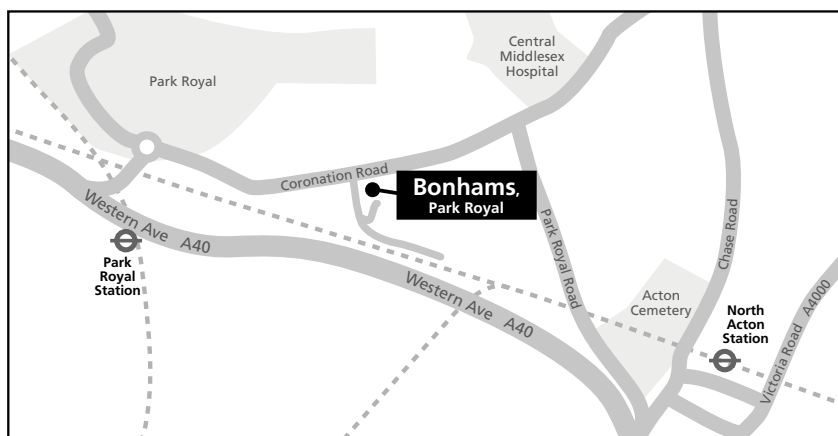
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CURATOR'S STATEMENT: NIMA SAGHARCHI

“A new trend in painting will solve the identity crisis in our contemporary awakening; we will follow in the footsteps of the great Iraqi artists of the thirteenth century. We will find our guiding light in the legacy of our forefathers”.

Jewad Selim

Part One of “A Century of Iraqi Art”, held at Bonhams in April of this year, was the first dedicated auction of Iraqi Modernism anywhere in the world. Commercially, the sale set several records and made a total of over £1.2 million pounds, the majority of the artists in the sale saw new records established for their work and the total was the highest for any group of Iraqi paintings offered in any auction.

The true measure of this milestone auction, however, can not be expressed in mere figures; Iraq has historically been one of the most creatively fertile areas in the world, and it is important for the international market to recognise the achievements that Iraqi art has made, despite the difficult circumstances the country has faced. It is hoped that our auction, in bringing together some of the most important works from this period, has led to the emergence of a new perspective on the contemporary cultural history in Iraq.

The present sales have 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: Qatars 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.

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.

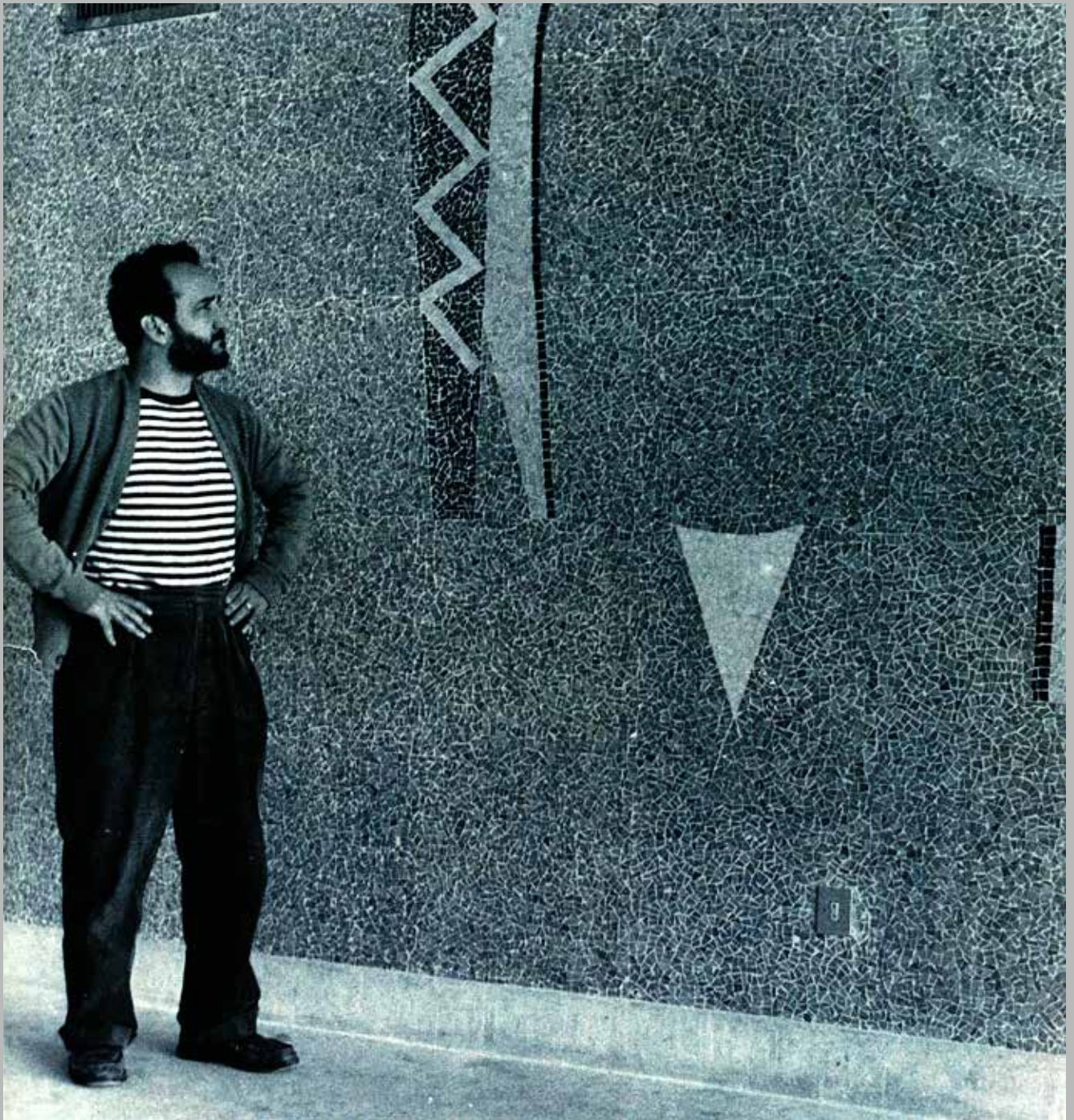
The body of work in the present sale consists of seminal examples from the full gamut of movements prevalent in Iraq during the century, the majority of the works are of incredible rarity and come to market for the first time, and many are critical examples within the artists respective oeuvres, having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

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.



7/11/89
1989

جواد سليم 1908



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 Niaz 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.



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 Muhraddin, 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.



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 the Tigris
oil on canvas, framed
signed and dated "1353" (A.H) in Arabic (lower left), executed in 1934
35 x 53cm (13 3/4 x 20 7/8in).

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

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.

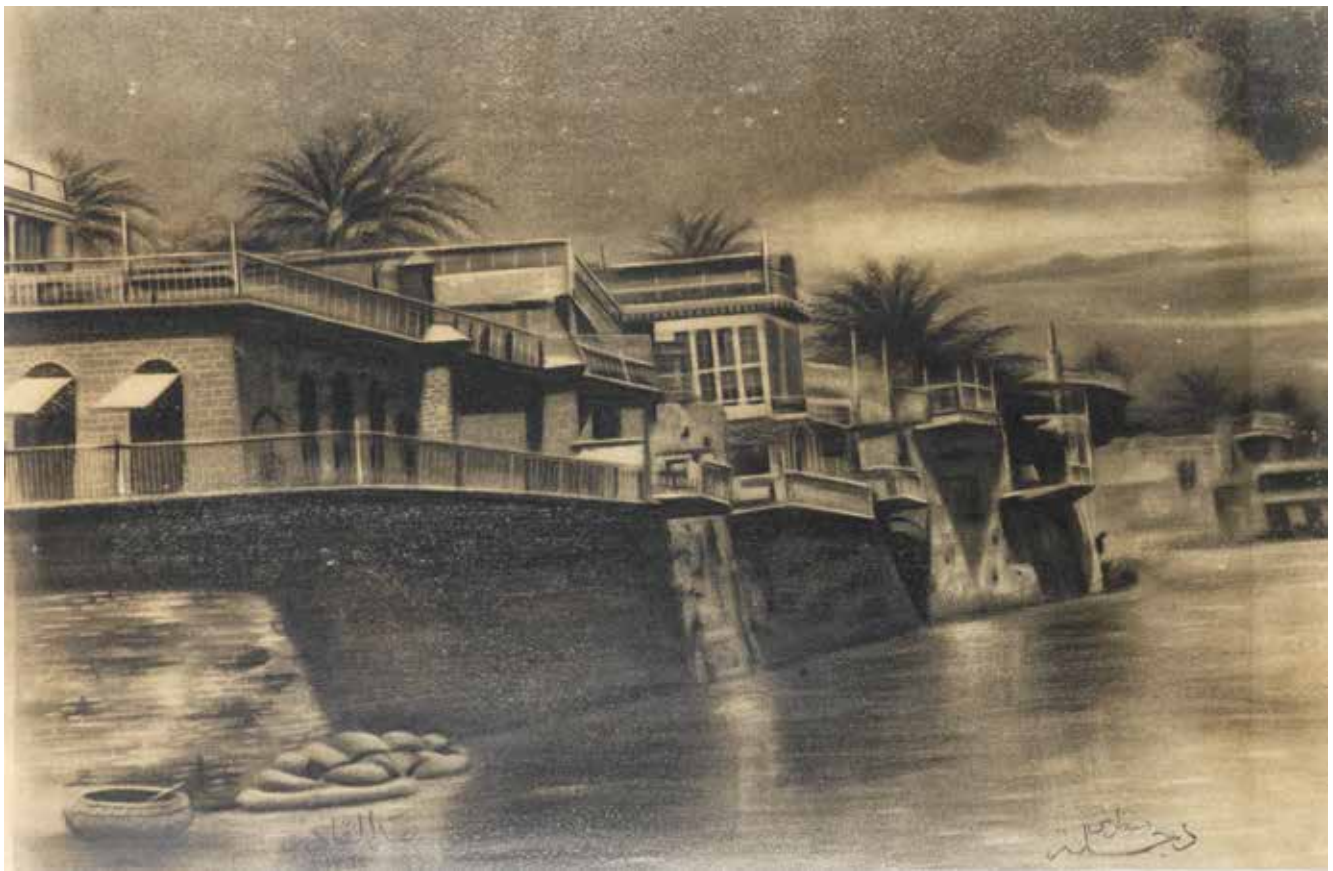
Al-Rassam was among a group of Iraqi officers to study military science and art in Istanbul. He began his education around 1904 when the Ottoman Empire was still the main power in the region. As part of his education in Istanbul, al-Rassam and his classmates were required to produce paintings or drawings 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

2

ABDUL KADIR AL RASSAM (IRAQ, 1882-1952)

"A View of Dijla (*Tigris*)"

charcoal on paper, framed

titled "A View of Dijla" in Arabic (lower right),

signed and dated "1363" (A.H) in Arabic (lower left),

executed in 1944

£6,000 - 10,000

€8,400 - 14,000

US\$9,400 - 16,000

3

LORNA SELIM (IRAQ, BORN 1928)

Baghdad Alley

oil on hardboard, framed

signed "Lorna, 2008, 1987, 1970" in English (lower right),

conceived in 1970, and executed between 1987-2008

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

£2,000 - 3,000

€2,800 - 4,200

US\$3,100 - 4,700

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 Tapton 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'ssisiya 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.



3

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



4 *

NAJIB YUNES (IRAQ, 1930-2007)

Untitled

oil on canvas, framed

signed and dated 1981

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

£5,000 - 7,000

€7,000 - 9,900

US\$7,800 - 11,000



5 *

KHALED AL-JADIR (IRAQ, 1922-1988)

View of Mosul

oil on canvas, framed

signed in Arabic

38 x 49cm (14 15/16 x 19 5/16in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,200 - 9,400

"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

***He was truly,
incontestably
the precursor of
contemporary
expressionist art
in Iraq***

Shakir Hassan Al Said



6 *

KHALED AL-RAHHAL (IRAQ, 1926-1987)

Bulls

oil on canvas, framed

signed "Khalid 68" (lower left), executed in 1968

45 x 35cm (17 11/16 x 13 3/4in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,200 - 9,400



7 *

BAHJAT ABBOSH (IRAQ)

The Bathhouse

oil on board, framed

signed and dated 1968 (lower left), executed in 1968

47 x 66cm (18 1/2 x 26in).

£6,000 - 10,000

€8,400 - 14,000

US\$9,400 - 16,000

8

NO LOT

JEWAD SELIM (IRAQI, 1919-1961)

preparatory sketch for "*Young Man and his Wife*"

pencil on paper, framed

executed in 1953

12 x 18cm (4 3/4 x 7 1/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000

Provenance

Property from a private collection, Middle East

Formerly in the private collection of Mohammad Ghani Hikmat

Young Man and his Wife

Bonham's are delighted to present this seminal preparatory sketch for one of Jewad Selim's most renowned and iconic paintings "*Young Man and His Wife*" (sold through these rooms, 3 Mar 2008, Lot 44)

Jewad Selim painted *Young Man and his Wife* in 1953 for his one-man touring exhibition of America. At the time, he held three teaching posts: the Women's College in the mornings; the Higher Teachers' Training College in the afternoons; and the Institute of Fine Arts in the evenings. Despite this full schedule, he still found time for his daily guitar practice, maintaining a keen interest throughout his life, and his own sculpture and painting. The working arrangement suited the young couple with Lorna, who would become a renowned artist on her own right, working in the day and Jewad working late into the night. At home, they converted the traditional Iraqi "guest's room" into their shared studio. They had little money and art works produced were often sold from home as soon as they could be created. It was highly unusual for the family to keep any of their paintings.

Prior to the American tour, Lorna persuaded Jewad to promise to give her one of his paintings from the collection destined for the States as a "family painting" and she selected *Young Man and his Wife*; *Childrens' Games* was kept also. All the other exhibits were sold and these two were returned to the family in Baghdad. After Jewad's death, *Childrens' Games* was given by Lorna to his brother Nizar and his family, and *Young Man and His Wife* remained with Lorna. The painting has only been shown a few times since then and has stayed within the family.

Young Man and his Wife has a fresh and spontaneous feel, which Lorna attributes to Jewad's creative process, which was to know exactly what he wanted to paint before picking up his brush and he often completed works in just a few hours. Jewad's innovation of integration of Iraqi and European ideas creates a work that is a perfect fusion. The two figures stare boldly out of the canvas in the manner of Picasso or Modigliani; they have round faces with large open eyes and two-line noses, not unlike figures of the two European masters; crescents and other abstract forms fill the ground.

However, when one looks more closely, it is clear that the iconographic inspiration for *Young Man and his Wife* is, in fact, drawn from the decoration on Abbasid figural lustre ceramics of the 10th Century, which to our eyes have a curiously modern appearance with their simplicity of line and abstract motifs in the background. *Young Man and his Wife* looks to the past and yet is uniquely modern.

Artist-Diplomat

The 1953 exhibition caused great excitement and high critical acclaim across the United States, with large numbers of Americans coming to see Jewad's semi-abstract, intriguingly symbolic and forceful creations. Whilst Jewad's exhibition was on show in New York at Middle East House, the home of the American Friends of the Middle East who organised the tour, one art critic was heard to exclaim: "They are so modern".

He looked very confused when the artist shook his head and said: "No, they are traditionally Oriental". Jewad explained that he had taken his art training in Europe and agreed that undoubtedly his work did reflect European influence; however the colour and forms he used, he declared, were familiar in the ancient art of Babylonia and the even older Sumerian culture, which he had absorbed whilst working on restorations in the Baghdad Archaeological Museum. At the time, the American press referred to the artist as: "Artist-Diplomat" and declared that he was a "wonderful ambassador of the new Middle East that is slowly emerging out of the ruins of the old". The tour made him the first Arab artist to receive such international recognition, a recognition which ironically preceded any amongst the general population of Iraq.

Jewad's early death in 1961 was a shock to the artistic community of Iraq, but his spirit remained and was reignited by a new wave of young artists returning from their studies abroad, who picked up his mantle of extending Iraqi art into the rest of the Arab world and internationally. Jewad had paved the way ahead.

I persuaded Jewad to promise to give me one of his paintings from the collection destined for [exhibition in] the United States as a “family painting”, and I selected “Young Man and his Wife”

Lorna Selim



10

JEWAD SELIM (IRAQ, 1919-1961)

Portrait of Lorna Selim

pencil on paper, framed

signed "J.Selim" in English (lower right) and dated "1955/1/18",
executed in 1955

27 x 21cm (10 5/8 x 8 1/4in).

£6,000 - 10,000

€8,400 - 14,000

US\$9,400 - 16,000

Provenance

Property from a private collection, Middle East

Formerly in the private collection of Mohammad Ghani Hikmat



11 *

FAEQ HASSAN (IRAQ, 1914-1992)

The Goldsmith

oil on canvas, framed

signed and dated "1980" (lower right), executed in 1980

73 x 78cm (28 3/4 x 30 11/16in).

£16,000 - 20,000

€23,000 - 28,000

US\$25,000 - 31,000

Provenance

Property from a private collection, Amman

Exhibited

Baghdad Fine Arts Academy, *Faeq Hassan*, Circa 1980's





12 *

AKRAM SHUKRI (IRAQ, 1910-1986)

Abstract Composition

oil on canvas framed

executed in 1956

67 x 59cm (26 3/8 x 23 1/4in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000



13

FAEQ HASSAN (IRAQ, 1914-1992)

The Three Wise Men
acrylic on paper, framed
signed and dated "1964" in Arabic (lower right), executed in 1964
35 x 46cm (13 3/4 x 18 1/8in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

"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 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

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

14 *

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

Cockerel

oil on board, framed

signed "Shakir Hassan 95 (54)" (bottom left), executed in 1954

47 x 35cm (18 1/2 x 13 3/4in).

£40,000 - 60,000

€56,000 - 84,000

US\$62,000 - 94,000

Provenance

Property from a private collection

Purchased from Athar Gallery by

Ahmed Abdel-Iliah Al Khalady in 1998

The present work is accompanied by an invoice for sale dated 25/4/1998 from Athar Gallery, Baghdad.

1951 marked the point when Iraq's two most prominent artists, Jewad Selim and his student Shakir 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 Shakir Hassan Al Said".

The Baghdad group was defined by an attempt to reconcile the grand visual legacy of the past within the contemporary cultural and nationalistic narrative of 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.

Lighthearted and boisterous, Al Said and Selim's depictions revelled in the rich and florid aesthetic of the Baghdad Street. The present 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 favored 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.





***Six columns, three on either side,
Pure silver, underpropt a rich
Throne of the massive ore, from which
Down-droop'd, in many a floating fold,
Engarlanded and diaper'd
With inwrought flowers, a cloth of gold.
Thereon, his deep eye laughter-stirr'd
With merriment of kingly pride,
Sole star of all that place and time,
I saw him—in his golden prime,
THE GOOD HAROUN ALRASCHID!***

Alfred Lord Tennyson



15 *

SHAKIR HASSAN AL-SAID (IRAQI, BORN 1925)

Harun Al Rashid

oil on wood, framed

executed circa 1950's, inscribed "a gift to my dear Hajer" (on the verso)

75 x 50cm (29 1/2 x 19 11/16in).

£30,000 - 50,000

€42,000 - 70,000

US\$47,000 - 78,000

Provenance

Property from a private collection, Middle East

Formerly in the private collection of Mohammad Ghani Hikmat

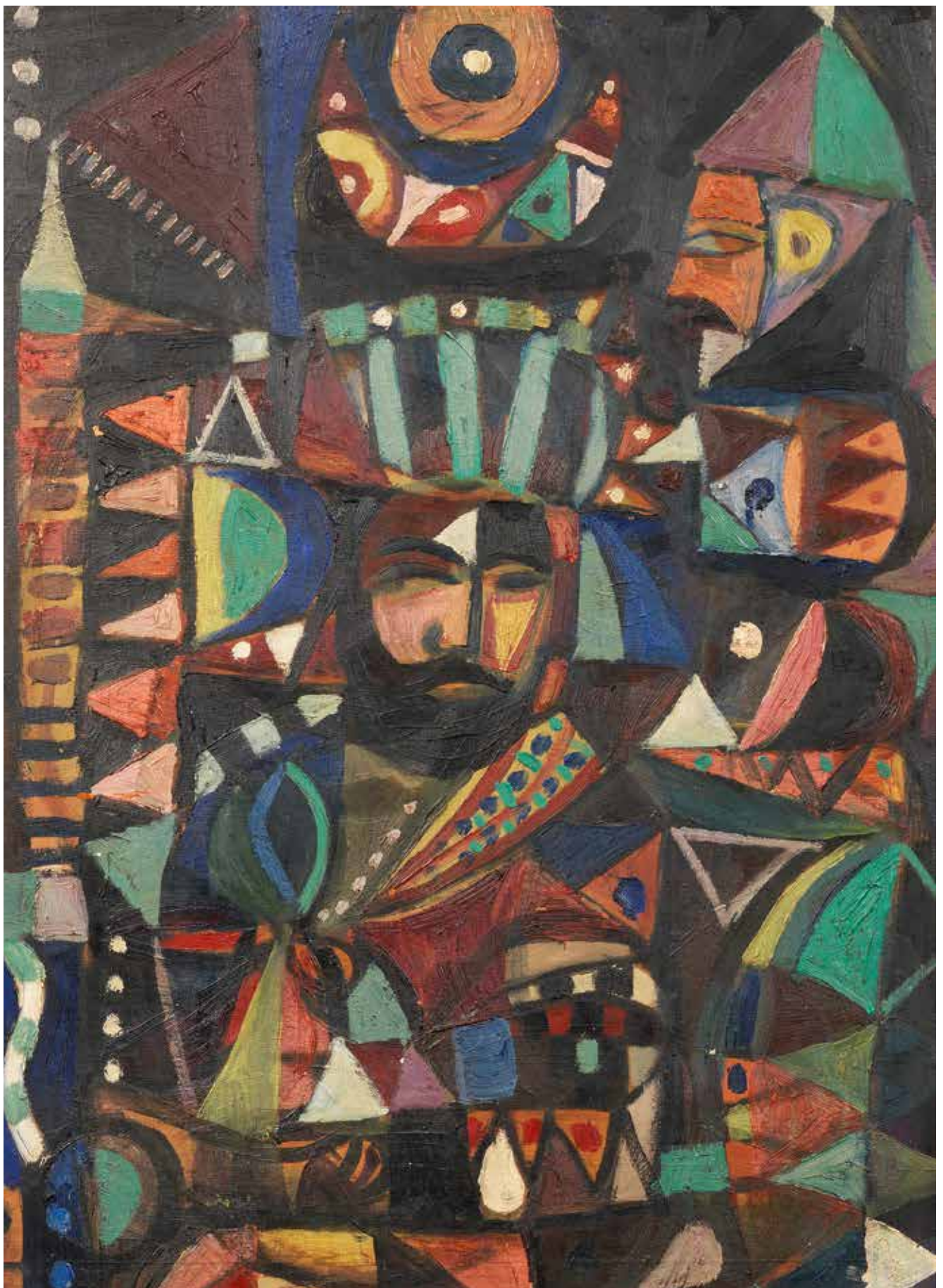
Shakir Hassan Al-Said's depiction of the Abbasid Caliph Harun Al-Rashid is one of the most exuberant, lavish and animated examples of Al Said's work from the 1950's, the seminal decade in which the artist and his colleague Jewad Selim founded Iraq's first bona fide modern art movement, the "Baghdad Group of Modern Art".

Harun Al Rashid was the fifth Abbasid Caliph. Al Rashid ruled from 786 to 809, during the peak of the Islamic Golden Age. His time was marked by scientific, cultural, and religious prosperity. Islamic art and music also flourished significantly during his reign. He established the legendary library Bayt al-Hikma ("House of Wisdom") in Baghdad in present-day Iraq, and during his rule Baghdad began to flourish as a center of knowledge, culture and trade

However, it was not historical achievements which kept the memory of Harun alive, but his role in the stories collected in Isfahani's great Book of Songs and the collection of traditional stories known as the Arabian Nights. Here he is the caliph who explores the streets of his capital by night in disguise and joins in the lives and adventures of his subjects. He is accompanied by a small group of companions, notably his closest friend Ja'far the Barmakid, his chief factotum the eunuch Masrur, and the poet and court jester Abu Nuwas.

The earliest known version of the Nights dates from the fourteenth century and many of the stories that we think of as typical of them, such as Ali Baba and Aladdin, date from well after that. However, cycles of stories about Harun and his court were already in circulation within a generation of his death and soon acquired a fantastical aspect.

This was an ideal subject matter for an artist such as Shakir Hassan, whose "Baghdad Group" work is characterized by the mythologizing of popular Iraqi folk themes. The mystique and intrigue surrounded the historical figure of Al Rashid at once transform him into an object of myth, a figment of a narrative whose true nature is distorted, embellished, and elevated to the status of legend, it is this "fictitious" or "legendary" Rashid which Shakir Hassan depicts in his colorful, kaleidoscopic, and buoyant representation



The Iraqi people are a brotherhood which have amalgamated in order to defend the existence of the eternal Iraqi Republic. This is why we always declare 'long live Iraqi unity, for in it lies our strength!'

Abd al-Karim Qasim

16 *

QASSIM NAJI (IRAQ, 1910-1985)

Beneath the Rising Sun (14th July Revolution 1958)

oil on canvas, framed

signed in Arabic (lower left), executed in 1958

186 x 120cm (73 1/4 x 47 1/4in).

£18,000 - 25,000

€25,000 - 35,000

US\$28,000 - 39,000

Exhibited

Baghdad, Fine Arts Institute, 1958

China, Centre for Plastic Arts, 1958

Published

Al-Hurra Newspaper, Tuesday 23rd September 1958 (illustrated)

Exhibition Catalogue, China,

Republic of Iraq Revolutionary Art Exhibition

Organized by External Cultural Communication Committee,

Centre for Plastic Arts, 1958

The present work is a striking, monumental and extremely rare example of twentieth century Iraqi political art. Celebrating the victory of Abd al-Karim Qasim in overthrowing the Iraqi monarchy during the 14th July Revolution, the painting depicts a heroic Pan-Arabic, resistance against the darkness of despotism and the imposing serpents of pernicious imperialist powers.

On a wider scale, Naji's depiction speaks of the growing phenomenon of Pan-Arabism taking form after the advent of Gamal Abdel Nasser in Egypt; the notion that the divisive and destructive era of Ottoman and Colonial rule could be vanquished by Arab unity was a particularly attractive proposition for aspiring politicians seeking to bind populations that were divided by ethnic sectarian and national lines.

In keeping with the spirit of this movement, Naji's painting, while commemorating Iraq's uprising, depicts figures which employ generic regional garb and appearance, emphasizing the commonality of the struggle faced by the peoples of the region.

On 14 July 1958, a group that identified as the Free Officers, a secret military group led by Brigadier Abd al-Karim Qasim, overthrew the Iraqi monarchy. This group was markedly Pan-Arab in character. King Faisal II, the Regent and Crown Prince Abd al-Ilah, and Nuri al-Said were all killed.

The Free Officers were inspired by and modeled after the Egyptian Free Officers who overthrew the Egyptian Monarchy in 1952. The Free Officers represented all parties and cut across political factions and were led by Brigadier Abd al-Karim Qasim.

Qasim was a member of the generation that had launched the revolution in Egypt, and had grown up in an era where radicalism and Pan-Arabism were circulating in schools, including high schools and military academies. As a group, most of the Free officers were Sunni Arabs who came from a modern middle class. Iraqi Free Officers were inspired by a number of events in the Middle East the decade before 1952.

The 1948 War against Israel was an experience that intensified the Egyptian Free Officers' sense of duty. They understood their mission as deposing the corrupt regimes that weakened a unified Arab nation and thrown their countries into distress



***And Solomon was David's heir. He said:
"O ye people! We have been taught the language of
the birds, and this is indeed Grace manifest from Allah!"***

Surat An-Naml 27:16

17 *

KADHIM HAYDER (IRAQ, 1932-1985)

Language of the Birds

oil on canvas, framed

signed in Arabic (lower left), executed circa early 1980's

67 x 69cm (26 3/8 x 27 3/16in).

£25,000 - 50,000

€35,000 - 70,000

US\$39,000 - 78,000

The present work by Kadhim Hayder continues in the vein of the artists main preoccupation: an aesthetic rendering of the esoteric signs and symbols permeating Islamic spiritual practice and the Shi'a epic narrative. In this artwork, Kadhim Hayder provides a commentary on the so called "language of the birds", a mystical tongue, closely affiliated with Sufism, which is said to be understood only by winged creatures as an indication of their favor in the eyes of the Divine.

"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





18

HAFIZ DRUBI (IRAQ, 1914-1991)

The Dancer

oil on canvas, framed

signed lower right and dated 1960, executed in 1960

80 x 60cm (31 1/2 x 23 5/8in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 47,000

Provenance

Property from a private collection, London

Published

Jabra Ibrahim Jabra, *Art in Iraq Today*, London (illustrated in colour)



19 *

HAFIZ DRUBI (IRAQ, 1914-1991)

Cubist Bathhouse
oil on wood, framed
signed "H.Drubi" (bottom centre),
executed circa 1960's
100 x 75cm (39 3/8 x 29 1/2in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 47,000

Provenance

Property from a private collection, Amman

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

20

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

Al-Muntassirun (The Victorious)

mixed media on wooden panel

signed and dated "1983" (upper right), executed in 1983

122 x 101cm (48 1/16 x 39 3/4in).

£80,000 - 120,000

€110,000 - 170,000

US\$120,000 - 190,000

Provenance

Property from a distinguished private collection, London

Acquired directly from the artist in Baghdad, 1983

Al-Muntassirun 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.

Produced during the nadir of the Iran-Iraq war, a bloody conflict which saw the futile loss of nearly a million lives on both sides, Shakir Hassan's cynical title "The Victorious" is a subtle jibe at the hollow political narratives which spur human conflict.

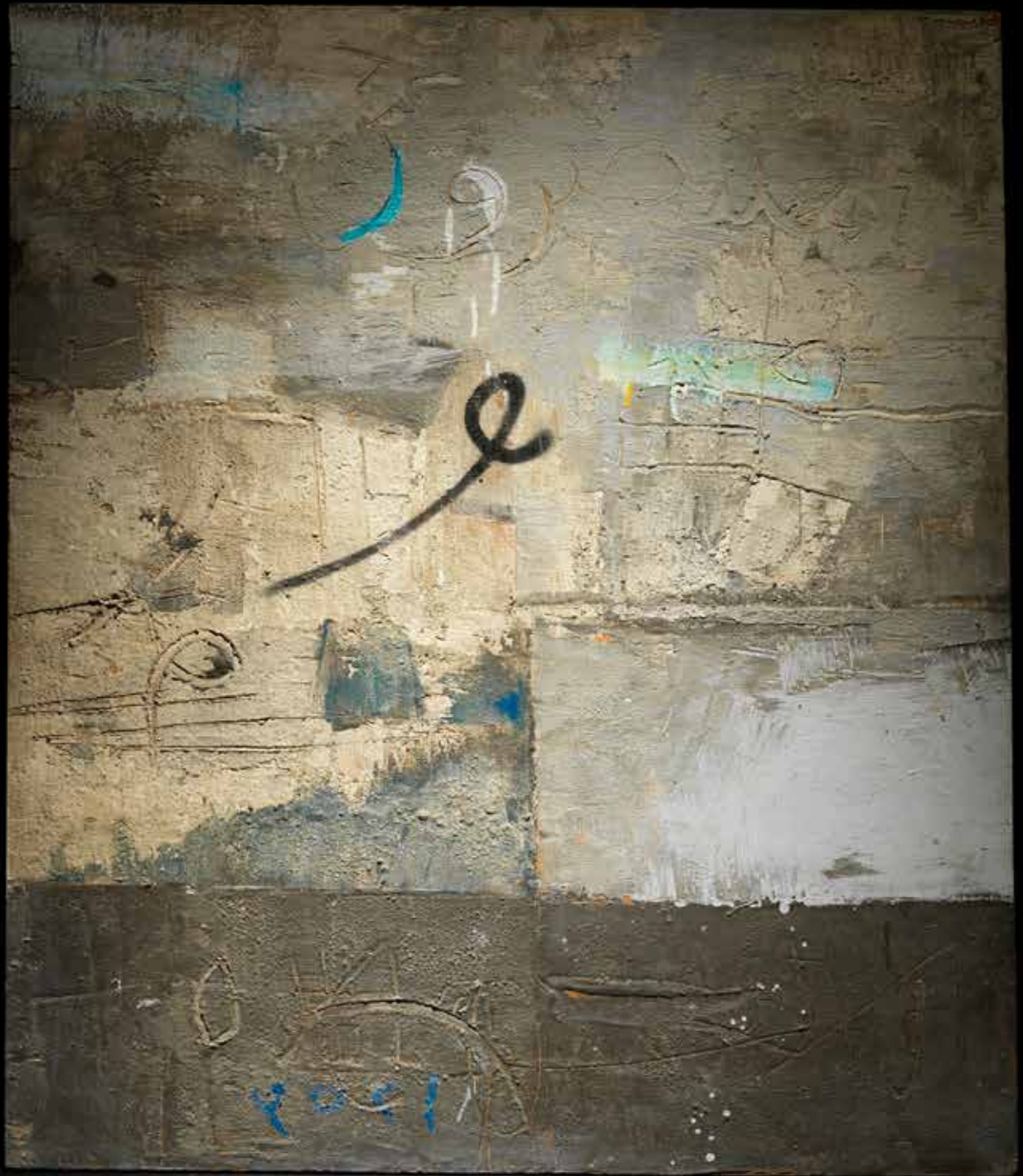
An artist of unfathomable versatility, Shaker Hassan's movement from figurative, folk motifs towards an increasingly abstract, spiritual form of calligraphic representation demonstrates the consummate technical and conceptual variety this illustrious artist possessed.

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

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

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

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



20A

JEWAD SELIM (IRAQ, 1919-1961)

Figure of a Girl

plaster

signed "Jewad Selim 1948" (in English)

and further signed "Jewad"

(in Arabic) on the base, executed in 1948

Height: 85 Cm

£40,000 - 60,000

€56,000 - 84,000

US\$62,000 - 94,000

Provenance

Property from a private collection, London



The present work has kindly been authenticated by the Family of Jewad Selim

Bonhams have the rare privilege of presenting one of the earliest sculptures of Jewad Selim to be offered at public auction and one of the few extant examples of works executed during his studies at the Slade School of Art, and notably one which he was photographed sculpting.

"Figure of a Girl" is demonstrative not only of the young Jewad's ferociously prodigious craftsmanship, but stands as a seminal work in understanding the formation of his visual vocabulary and shedding light on his later artistic progression.

Jewad's creation can perhaps be considered one of a long line of sculptures influenced by the archetypical female nude, the "Aphrodite of Knidos". immortalized by the ancient Greek sculptor Praxiteles. Praxiteles' nude is incredibly sensual and erotic, capturing Aphrodite in a private moment just before bathing and her modest, chase expression and body language perfectly capture her diffident reaction to being caught.

The same humanizing characteristics are found in this example of Jewad's early work; his figure has a solemn, almost dreamlike gaze with dewy eyes that look out towards the viewer. There is a tenderness and vulnerability to the composition, and any eroticism is balanced by a sense of innate grace and modesty.

The present work was sculpted whilst Selim was studying in London on a government scholarship; he started at the Chelsea School of Art in January 1946, but moved to the Slade School of Fine Art in September of that same year, where he met his future wife and fellow art student, Lorna, whom he married in 1950.

Executed in a markedly academic style, the present work shows a refinement and restraint which was to slowly fade as Selim's compositions became more liberal, effuse and gestural after his contact with European modernism.

Mysterious, powerful and elegant, the true sitter for the present sculpture may forever remain an enigma, nonetheless, she survives as a milestone work in artistic development of one of Middle Eastern modernism's most talented protagonists.

***I never expected to see any
of Jewad's college work
again, I destroyed all of
mine except one painting...***

Lorna Selim





***Praise be to God; Who rewards His servants
for their remembrance [dhikr] of Him with His
remembrance of them - verily God has said,
'Remember Me, and I will remember you***



Al -Ghazzali

21 *

JAMIL HAMOUDI (IRAQ, 1924-2003)

Dhikr Allah (6)

six ink sketches on paper, framed

each signed and dated "1991", executed in 1991

Overall: 40 x 90cm (15 3/4 x 35 7/16in).

£5,000 - 7,000

€7,000 - 9,900

US\$7,800 - 11,000

"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

Depictions

01

bismallah natlubu himayatahu:

in the name of God we ask for his protection

02

Allahuma ihfazna ba'idan 'an kuli sua':

O God keep us away from all evil

03

al-tufan: The Flood

04

al-huzn: O Sorrow

05

ya Rabb ihmina: Oh God protect us

06

wala taya'su: do not despair



01



02



03



04



05



06



22 *

JAMIL HAMOUDI (IRAQ, 1924-2003)

Figure of a Woman
acrylic on paper, framed
signed "Hamoudi" (lower right), executed circa 1970's
65 x 49cm (25 9/16 x 19 5/16in).

£7,000 - 10,000

€9,900 - 14,000

US\$11,000 - 16,000



23

SHAKIR HASSAN AL-SAID (IRAQI, BORN 1925)

One Dimension (Purple)

mixed media on paper, framed

signed "Shakir Hassan 1966" (centre), executed in 1966

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

£18,000 - 25,000

€25,000 - 35,000

US\$28,000 - 39,000

Provenance

Property from a private collection, Jordan

Published

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

24

NO LOT

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

Dia Azzawi

25 *

DIA AZZAWI (IRAQ, BORN 1939)

Sumeriayat

oil on canvas, framed

signed and dated "1968" in Arabic (lower right), executed in 1968, inscribed "A present on the occasion of our marriage from Dia Azzawi and later a present to Hajer" by Mohammad Ghani, on the verso
84 x 64cm (33 1/16 x 25 3/16in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 47,000

Provenance

Property from a private collection, Middle East

Formerly in the private collection of Mohammad Ghani Hikmat

Presented as a wedding gift by Dia Azzawi to the sculptor
Mohammad Ghani Hikmat

Azzawi's abiding love and respect for the tonal characteristics of the natural world and for ancient Iraqi imagery shines through in this important early work, which echoes the formal approach and inimitable style of the 'New Vision' school of painting he would come to found in 1969. Here, he foregrounded the use of bold outlines, attention to detail, mixed with Iraqi motifs and improvisational emotive gestures.

Presented as a wedding gift from Azzawi to the renowned sculptor Mohammad Ghani Hikmat, the painting has a illustrious provenance to match its aesthetic pedigree.

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.



You draw on paper, crescents and signs that lead the traveler to your heart, arousing hope in Baghdad, who invited you into her mornings like a woman full of desire. You called your pictures by her name, like a lover who searches in the corners of memory for friendly signs, a square or a rectangle, a suggestion of a palm tree or a coffee pot, or the faces of tired women in love, hovering between al-Risafa and al-Karkh, between the beginning and the end of a dream?

Dia Azzawi "A Hommage to Jewad Selim"

26

ISMAEL FATTAH (IRAQ, 1934-2004)

Homage to Jewad Selim

oil on card, framed

titled "Jewad Selim 1958" (lower right), signed "Ismael Fattah" and

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

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

£40,000 - 60,000

€56,000 - 84,000

US\$62,000 - 94,000

Exhibited

London, Kufa Gallery, Various Artists,

A Hommage to Jewad Selim, 1989

One of Ismael Fattah's most enthralling works, "Homage to Jewad Selim", is a stunning combination of the artistic dexterity and statuesque draftsmanship of Fattah combined with the thematic and aesthetic inspiration drawn from his subject matter: Jewad Selim. Mirroring the reliefs on the "The Monument of Freedom" in Baghdad which Jewad executed in 1958, Fattah's composition reflects the grandstanding, dynamic "nationalist revival" style captured by Selim in the now iconic monument.

Ismael 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.





In Ali Talib's paintings there is a repeated attempt to say what is almost impossible to articulate. Right from the start, a basic conflict, which seems to derive from the depths of the unconscious, activates his work, creating a tension symptomatic of all significant works of art, capable of multiplicity of suggestions and interpretations.

His paintings skillfully tackle an experience insistent with its inner contradictions: evasive and recurrent, leaving its impact each time in certain forms on the canvas - and in our memory.



Jabra Ibrahim Jabra

27 *

ALI TALIB (IRAQ, BORN 1944)

The Mask

oil on canvas, framed

signed, dated and titled on an artists sticker, executed in 1976

110 x 110cm (43 5/16 x 43 5/16in).

£18,000 - 25,000

€25,000 - 35,000

US\$28,000 - 39,000



Ali Talib studied painting at the Academy of Fine Arts in Baghdad, receiving his BA in Painting in 1966. After graduating, he joined the faculty of the Institute of Fine Arts where he worked as a lecturer throughout the 1970s. Talib was a founding member of the Innovationists and after moving to his birthplace, Basra, for a short time, he formed the Shadow Group; he was also a member of the New Vision Group. He went on to study graphic design at Helwan University, Cairo, where he received his MA in 1980.

From 1991 to 1997, he taught at University of Yarmouk in Jordan. Talib held his first solo exhibition at Mubarakia Gallery, Kuwait, in 1964, while he was still a student at the Academy. Further solo shows include National Museum of Modern Art, Baghdad, 1976; Gallery d'Art 50x70, Beirut, 1994; De Vrije Academie, The Hague, 2003; United Nations Humans Settlements Programme, Barcelona, 2004; Green Art Gallery, Dubai, 2008; and Karim Gallery, Amman, 2009.

He has also participated in biennales and triennales as well as major group shows including Four Iraqi Artists, Alif Gallery, Washington, DC, 1994; Cité International des Arts Exhibition, Paris, 2004; Iraqi Artists in Exile, Station Museum of Contemporary Art, Houston, Texas, 2009, and Art in Iraq Today (with fellow New Vision members Dia Azzawi and Rafa Nasiri), Meem Gallery, Dubai, 2011.

In 1986 he was awarded First Prize at the First Baghdad International Festival of Plastic Arts and First Prize at the Second Sharjah Biennale, in 1995. His work is held in collections including Mathaf: Arab Museum of Modern Art, Doha and Jordan National Gallery of Fine Arts, Amman. He lives and works in Amman and The Hague.



28 *

WIDAD AL ORFALI (IRAQ, BORN 1929)

City-Scape

mixed media on paper, framed

signed (lower right),

49 x 105cm (19 5/16 x 41 5/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000

Provenance

Property from a private collection, Middle East

Born in 1929, Orfali studied at the Baghdad Institute of Fine Arts, Widad honed her talent under pioneer Iraqi artist Khalid Al Jadir.

A visit to Andalusia in Spain was a major turning point in Widad's artistic life. Deeply fascinated by the detailed and decorative manifestations of ancient Andalusian culture, she could not resist changing from realism art to a new world of 'Expression' and her work became an unusual, glorious celebration of her own oriental "Dream Cities". They were her 'Fantasia' that portrayed the beauty of domes, arches, decorations and colours; the timeless spirit of Andalusia entwined with her love for beloved Iraq, subsequently rhythms of Arabia is born.





29

SALEH AL-JUMAIE (IRAQ, BORN 1939)

OLD WALL NO.4

mixed media on canvas, framed

executed in 1977

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

£2,000 - 4,000

€2,800 - 5,600

US\$3,100 - 6,200



30 *

SALEH AL-JUMAIE (IRAQ, BORN 1939)

Untitled

mixed media and relief on canvas
signed and dated "1969" (centre)
115 x 55cm (45 1/4 x 21 5/8in).

£5,000 - 8,000

€7,000 - 11,000

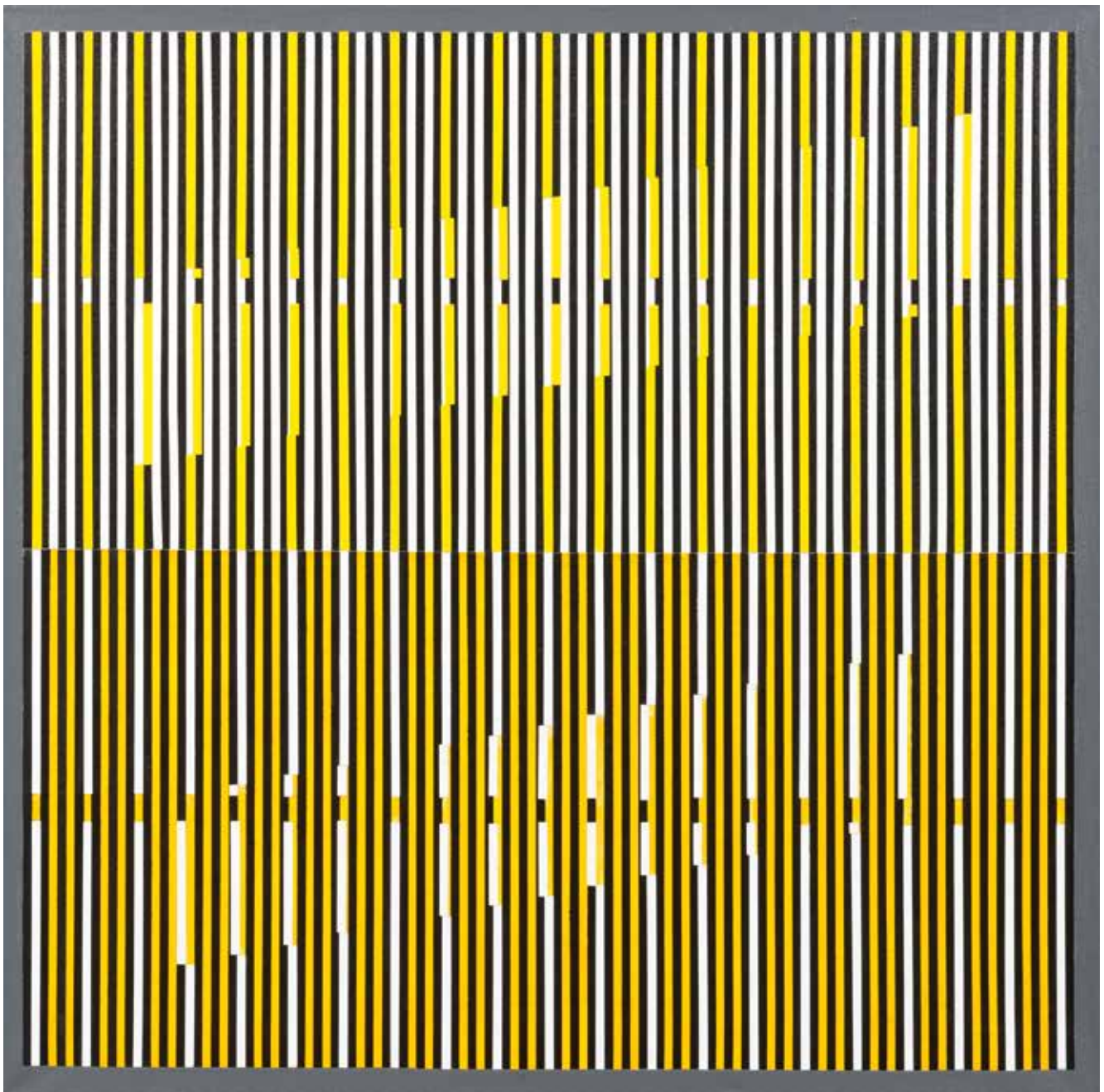
US\$7,800 - 12,000

"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.



31

MEHDI MOUTASHAR (IRAQ, BORN 1943)

Zone 877

pigment on board, framed

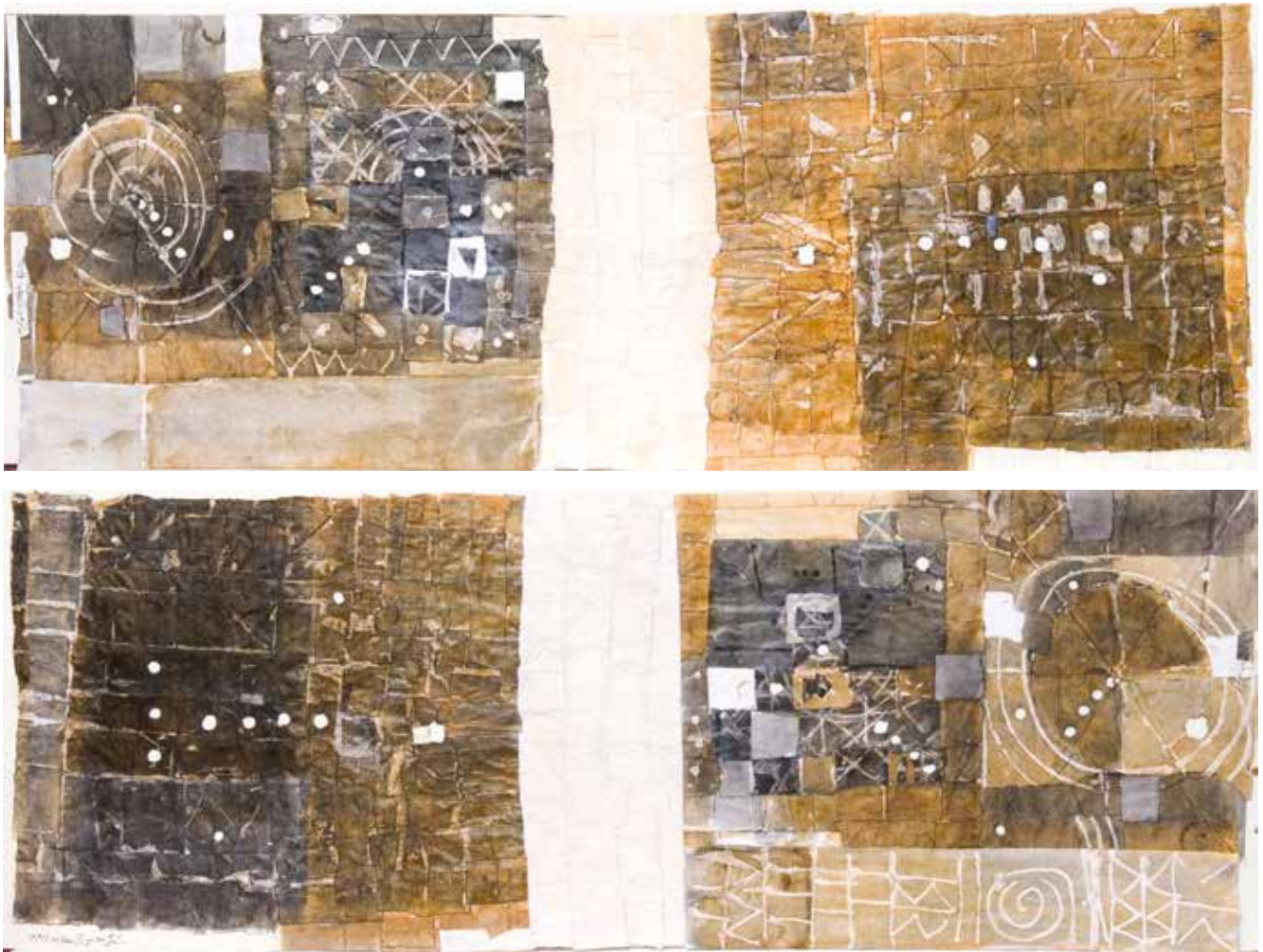
signed, titled and dated "1975" (on the verso)

65 x 65cm (25 9/16 x 25 9/16in).

£2,000 - 4,000

€2,800 - 5,600

US\$3,100 - 6,200



32 *

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004) DUAL WORK

Dual Image

mixed media on two sides of paper

signed "Shakir Hassan 1997" (on both sides), executed in 1997

36 x 94cm (14 3/16 x 37in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 47,000



33 *

LISA FATTAH (GERMANY, 1941-1992)

Untitled

ink on paper

signed "Liza 1991" (lower left)

75 x 54cm (29 1/2 x 21 1/4in).

£3,000 - 5,000

€4,200 - 7,000

US\$4,700 - 7,800



34

SUAD SELIM (IRAQ)

Sunset and Silhouettes

oil on canvas, framed

executed in 1946

70 x 45cm (27 9/16 x 17 11/16in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,200 - 9,400

35

ISMAEL FATTAH (IRAQ, 1934-2004)

Face

oil on canvas, framed

signed "Ismael Fattah", dated "2000", executed in 2000

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

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 47,000





36 *

KADHIM HAYDER (IRAQ, 1932-1985)

The Warrior

lithograph on paper, framed

executed in an edition of five, signed (in the margin), executed circa

1970's

51 x 40cm (20 1/16 x 15 3/4in).

£3,000 - 5,000

€4,200 - 7,000

US\$4,700 - 7,800



37

HAFIZ DRUBI (IRAQ, 1914-1991)

The Crescent Moon

acrylic on paper, framed

signed lower right and dated "1960", executed in 1960

38 x 34cm (14 15/16 x 13 3/8in).

£5,000 - 7,000

€7,000 - 9,900

US\$7,800 - 11,000

38 *

SAADI AL-KAABI (IRAQ, BORN 1937)

Portraits

£4,000 - 6,000

€5,600 - 8,400

US\$6,200 - 9,400



39 *

MOHAMMED GHANI HIKMAT (IRAQ, 1929-2011)

Untitled

wooden sculpture

58 x 181cm (22 13/16 x 71 1/4in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 47,000





40 *

SUAD SELIM (IRAQ)

Portrait of a Man

pencil on paper, framed

signed and dated 1936 in Arabic (lower right), executed in 1936

32 x 19cm (12 5/8 x 7 1/2in).

£2,000 - 3,000

€2,800 - 4,200

US\$3,100 - 4,700



41

ISMAEL AL-SHEIKHLY (IRAQ, BORN 1924)

Untitled

pen and ink on paper, framed

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

£1,000 - 2,000

€1,400 - 2,800

US\$1,600 - 3,100

42 *

HAFIZ DRUBI (IRAQ, 1914-1991)

Still Life with Guitar
oil on board, framed
signed "H.DRUBI" (lower left)
80 x 100cm (31 1/2 x 39 3/8in).

£7,000 - 10,000

€9,900 - 14,000

US\$11,000 - 16,000

43

NO LOT



44

MAHOUD AHMAD (IRAQ, BORN 1940) PORTRAIT OF A LADY

Portrait of a Lady

oil on canvas, framed

£3,000 - 5,000

€4,200 - 7,000

US\$4,700 - 7,800

45 - 50

NO LOTS



PHOTOGRAPHS

Tuesday 27 October, 1pm EDT
New York

VIEWING

17-19 October, San Francisco
24-26 October, New York

HORST P. HORST (1906-1999)

Persepolis Bull, Iran, 1949
Platinum-palladium print
17 x 15in
\$15,000 - 20,000

ENQUIRIES

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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 buy 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;

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;

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;

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.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any *Sale*; a 2% surcharge will be made on the balance over £100,000.

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

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 Licensing
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 Δ 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.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, it's 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.

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

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| 7 | FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS | | |
| 7.1 | If all sums payable to us are not so paid in full at the time they are due and/or the <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>): | 7.3 | 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. |
| 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. |
| 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; | 8 | CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT |
| 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: |
| 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 |
| 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 |
| 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 |
| 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. |
| | | 9 | FORGERIES |
| | | 9.1 | We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9. |
| | | 9.2 | Paragraph 9 applies only if: |
| | | 9.2.1 | your name appears as the named person to whom the original invoice was made out by us in respect of the <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> . |
| | | 9.3 | Paragraph 9 will not apply in respect of a <i>Forgery</i> if: |
| | | 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 |
| | | 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. |
| | | 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> . |
| | | 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> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> . |
| | | 9.6 | The benefit of paragraph 9 is personal to, and incapable of assignment by, you. |
| | | 9.7 | If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease. |
| | | 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> . |
| | | 10 | OUR LIABILITY |
| | | 10.1 | We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <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> . |
| | | 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: |
| | | 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 |
| | | 10.2.2 | changes in atmospheric pressure; nor will we be liable for: |
| | | 10.2.3 | damage to tension stringed musical instruments; or |
| | | 10.2.4 | damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <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 or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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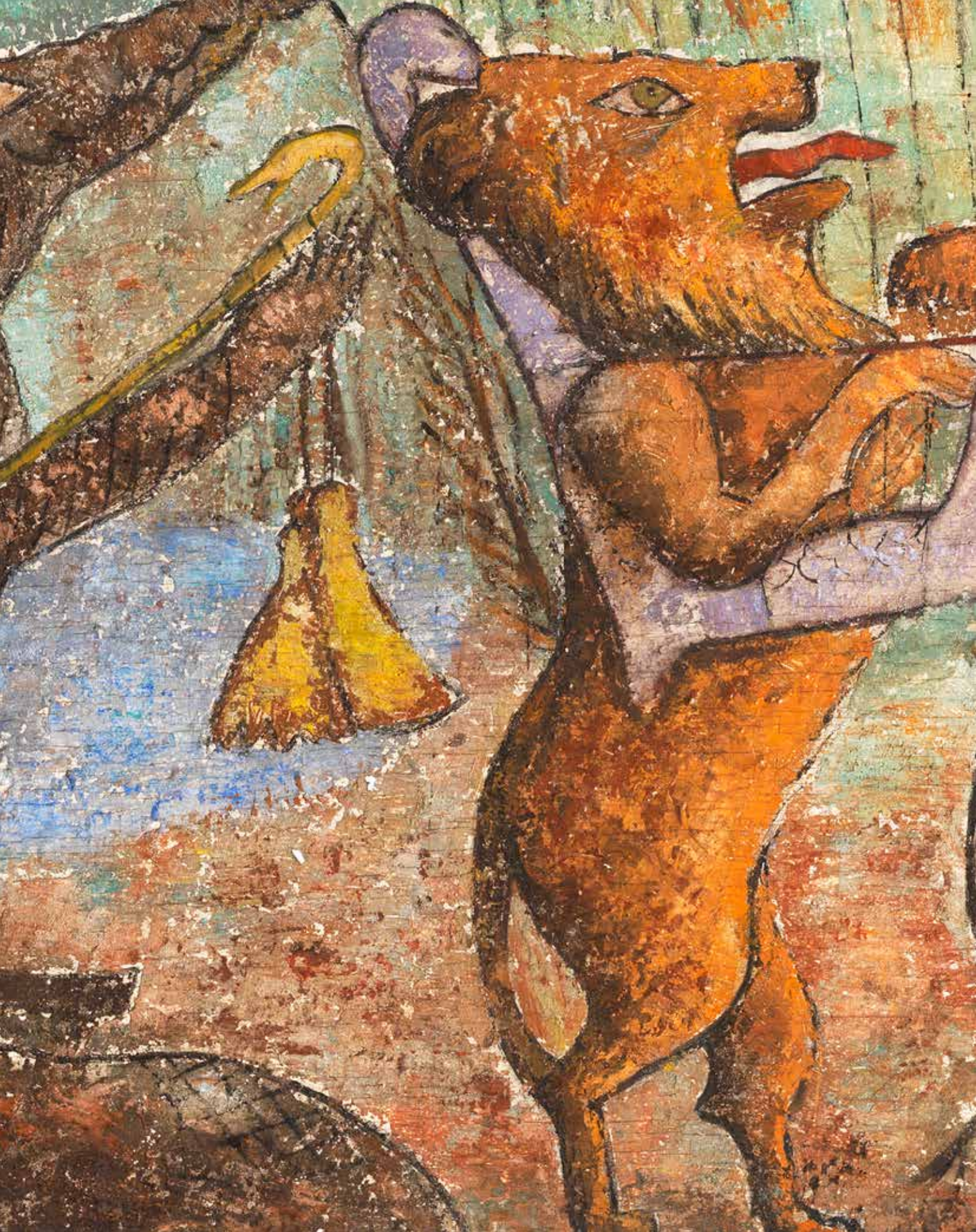
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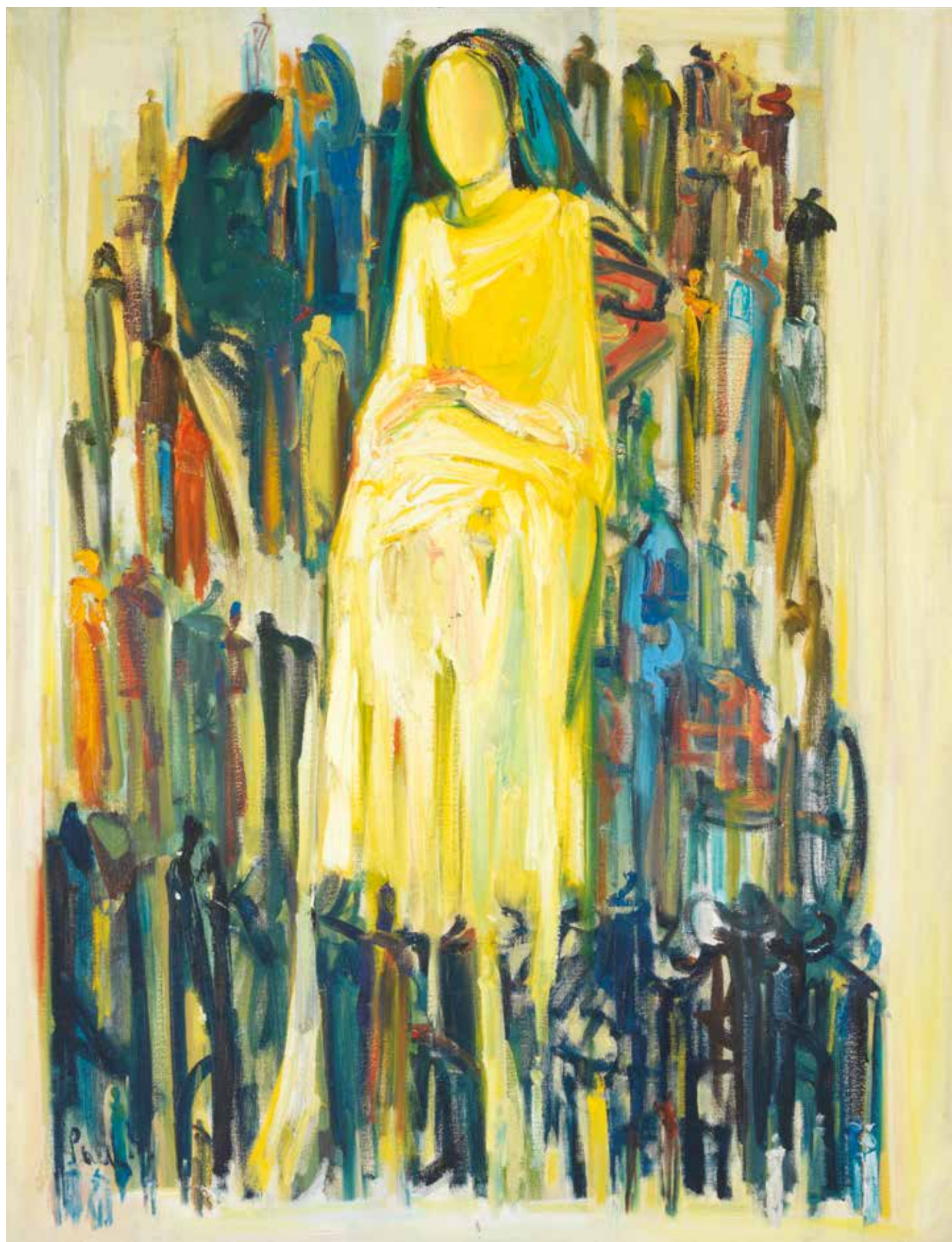


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MODERN AND CONTEMPORARY MIDDLE EASTERN ART

Wednesday 7 October 2015, at 15:00

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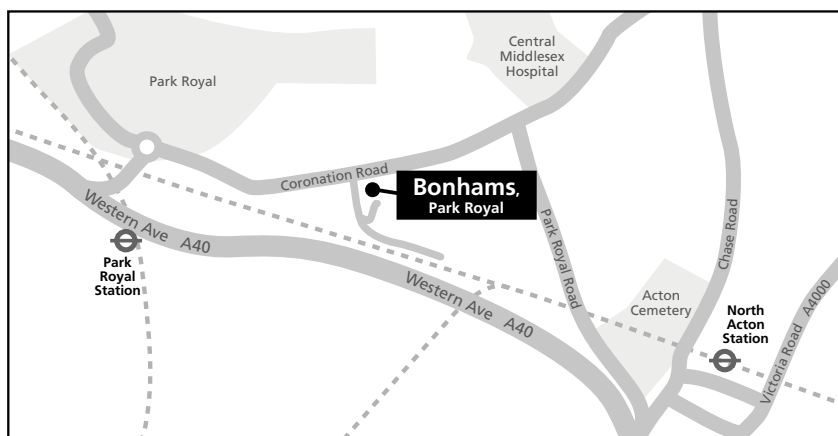
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FATEH MOUDARRES (SYRIAN, 1922-1999)

Requiem

oil on canvas, framed

signed, "Moudarres 73" (lower right), executed in 1973

65 x 50cm (25 9/16 x 19 11/16in).

£4,000 - 6,000**€5,600 - 8,400****US\$6,200 - 9,400**

Bonhams are delighted to offer further 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.

Provenance

Property from the collection of Dr Jawdat Naffouj





52

FATEH MOUDARRES (SYRIAN, 1922-1999)

Untitled (Landscape)

acrylic on cardboard, framed

signed "Moudarres" (lower left), executed in 1975

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

£1,000 - 2,000

€1,400 - 2,800

US\$1,600 - 3,100

Provenance

Property from the collection of Dr Jawdat Naffouj



53

FATEH MOUDARRES (SYRIAN, 1922-1999)

Untitled (Landscape)

acrylic on cardboard, framed

signed "Moudarres" (lower left), executed in 1975

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

£1,000 - 2,000

€1,400 - 2,800

US\$1,600 - 3,100

Provenance

Property from the collection of Dr Jawdat Naffouj

54

FATEH MOUDARRES (SYRIAN, 1922-1999)

Silent Family

oil on canvas, framed

signed and dated (lower right), titled on the verso, executed in 1991

75 x 55cm (29 1/2 x 21 5/8in).

£6,000 - 10,000

€8,400 - 14,000

US\$9,400 - 16,000



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

Paul Guiragossian

55 *

PAUL GUIRAGOSSIAN (LEBANON, 1927-1993)

Untitled (*The Mother*)

oil on canvas, framed

signed "Paul.G" in English (lower left), executed circa 1960's

118 x 89cm (46 7/16 x 35 1/16in).

£50,000 - 80,000

€70,000 - 110,000

US\$78,000 - 120,000

Provenance

Property from a private collection, Beirut

One of the most gifted, emotive and technically progressive artists to emerge from Lebanon within the past century, Paul Guiragossian is remembered as a leading figure of Middle Eastern Modernism.

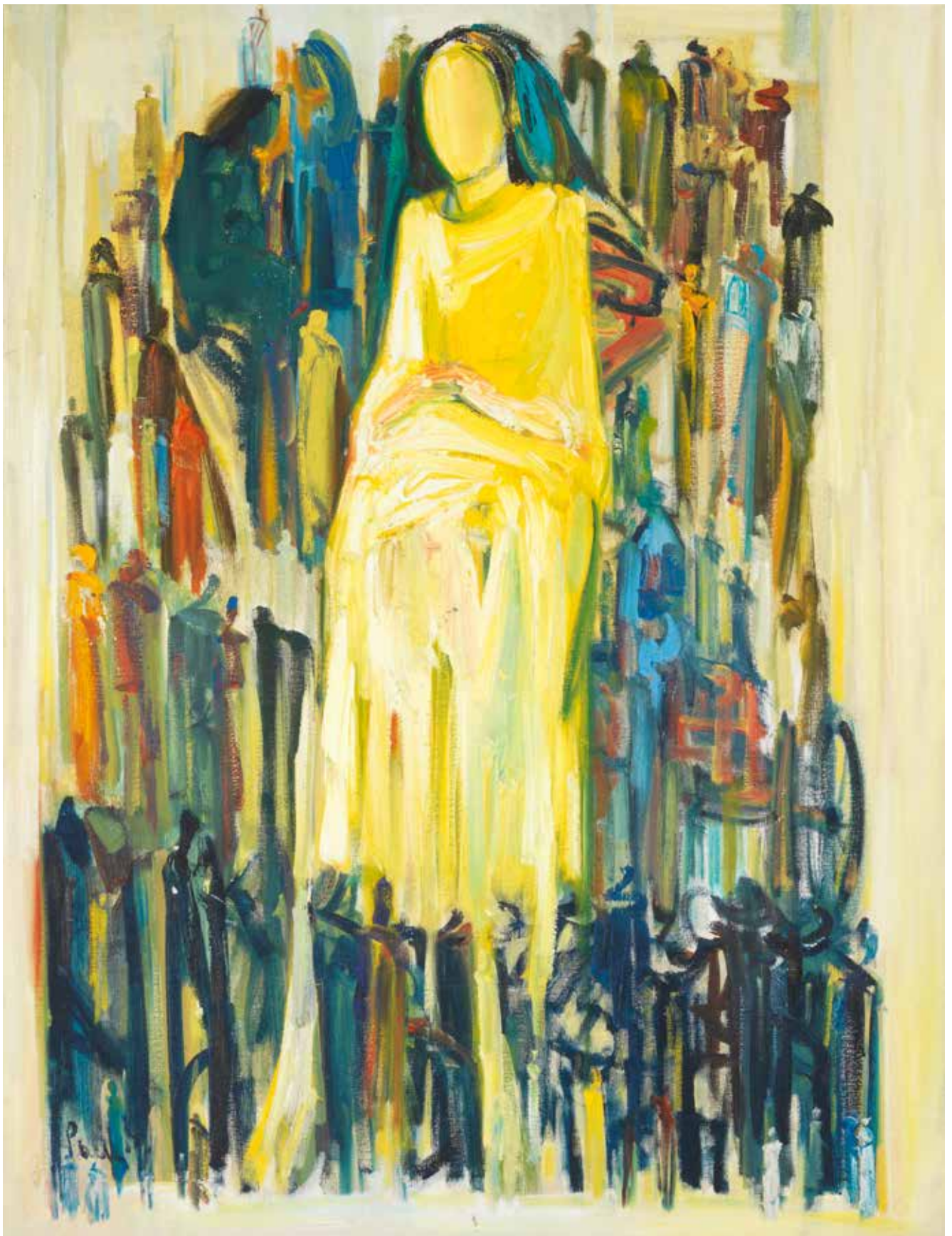
With his rich polychromatic palette, and mastery in capturing the tenuous fringe between abstraction and naturalism, Guiragossian faithfully captures within the contours of paint the melancholia of human suffering. Deeply affected by the tragic events of the Armenian genocide and the suffering of the Palestinian and Lebanese people during the numerous conflicts which punctuated his life, Guiragossian bemoans the plight of the most vulnerable victims of conflict; the mother.

In the suffering of the mother, Guiragossian points to the duality of her plight in bearing the emotional burden of her families hardship as well as that of her own, the suffering of others is therefore realized through the anguish of the mother for her children, and she as a medium both amplifies and intensifies this suffering. This also highlights the morbid irony of societies which hurt those who are life givers, thus alienating them from their life-giving qualities.

Depicting close knit, almost wholly abstract figures rendered as colorful stripes of thick impastoed paint, often huddled in groups, Guiragossian's artworks convey a sense of collective pain, affirming his belief that suffering, whilst outwardly malign, also tends to bind people, and acts in some ways as a universal emotional language through which we can achieve a form of mutual empathy.

This empathy is enacted, specifically in Middle East, through ritual, and Guiragossian's figures, both in their regimented form and in their unison of solemnity, always capture a sense of this ritual response to suffering within them.

The present painting is exemplary of Guiragossian's work from the period; gestural, expressive, luminous figures defined by well articulated impasto. Painted deftly in an artistic vocabulary that draws heavily from the emotional subjectivity of expressionism, Guiragossian's work is alive with the "supremacy of feeling" that characterizes true modernism.





56

56
PAUL GUIRAGOSSIAN (LEBANON, 1927-1993)

Three Figures
oil on canvas, framed
signed "Paul.G" lower right
22 x 14cm (8 11/16 x 5 1/2in).

£2,000 - 3,000
€2,800 - 4,200
US\$3,100 - 4,700

Provenance

Property from a private collection, Beirut

57 *
PAUL GUIRAGOSSIAN (LEBANON, 1927-1993)

The Guitar Player
oil on canvas, framed
signed "Paul.G" (lower left)
32 x 20cm (12 5/8 x 7 7/8in).

£5,000 - 7,000
€7,000 - 9,900
US\$7,800 - 11,000

Provenance

Property from a private collection, Beirut



O, my offence is rank, it smells to heaven; It hath the primal eldest curse upon't: A brother's murder

Hamlet (3.3.40)

58 *

MAHMOUD HAMMAD (SYRIAN, 1923-1988)

Cain and Abel

oil on canvas, framed

signed "Hammad" and dated "1958" (lower left), executed in 1958
74 x 74cm (29 1/8 x 29 1/8in).

£20,000 - 25,000

€28,000 - 35,000

US\$31,000 - 39,000

The present work is a rare and magnificent depiction of the Biblical episode of Cain and Abel by the Syrian artist Mahmoud Hammad.

Cain and Abel were, according to the Book of Genesis, two sons of Adam and Eve. Cain is described as a crop farmer and his younger brother Abel as a shepherd. Cain was the first human born and Abel was the first human to die. Cain committed the first murder by killing his brother.

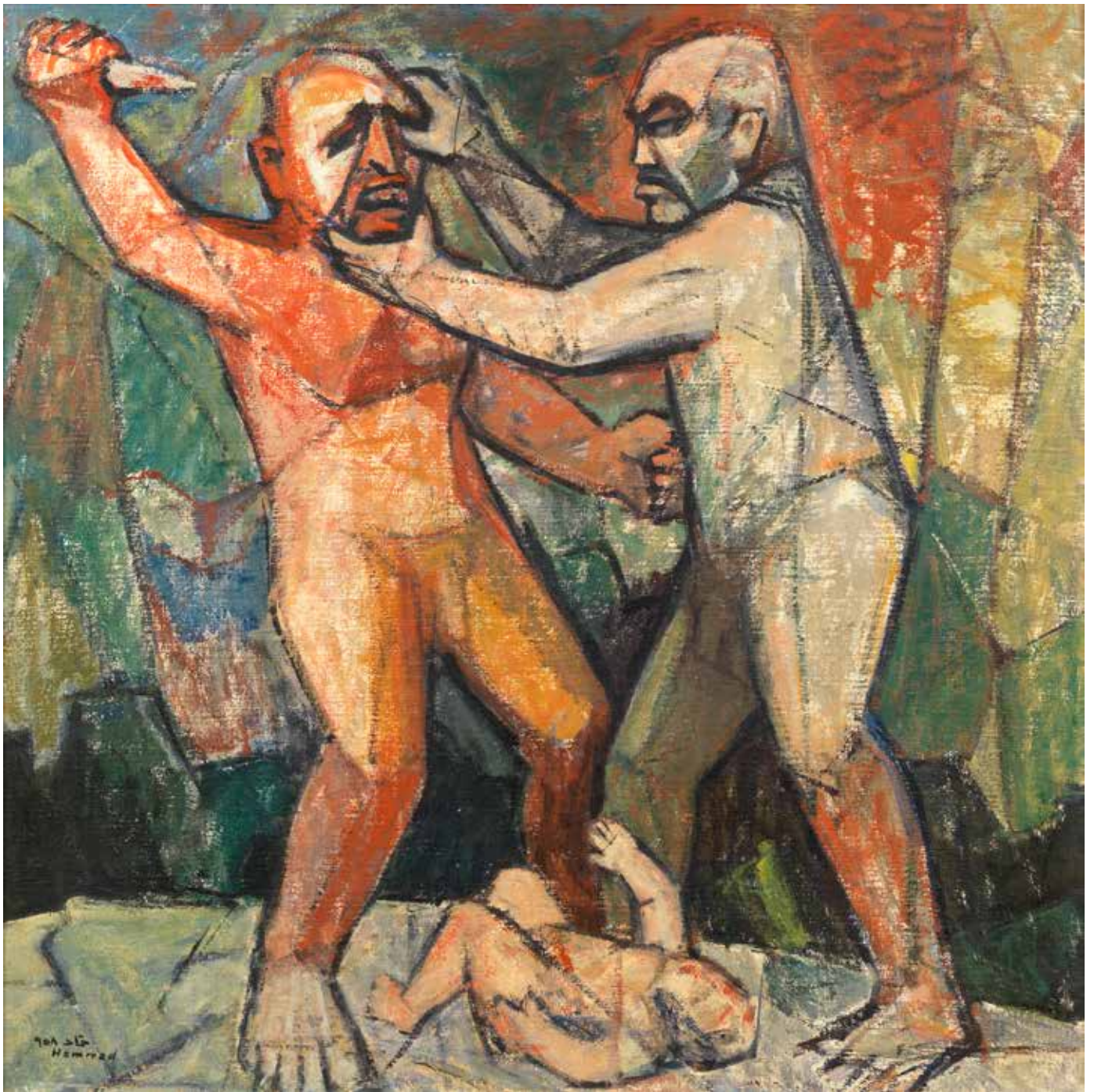
Allusions to Cain as a the propagator of the "first murder" appear in numerous references and retelling, through medieval art and Shakespearean works up to present day fiction. Conflicts between brothers are rife in world mythology, reflecting the widespread view that conflict between good and evil is an inescapable part of human life. In Persian mythology, the rival brothers are the gods Ahriman and Ahura Mazda. Islamic tradition calls them Kabil (Cain) and Habil (Abel).

Modern interpretations have characterized Cain and Abel as a parable demonstrating how brothers can become mortal enemies despite the very fact that they worship the same God in the same way. This message is particularly poignant given the ethnic, sectarian and religious tensions rife in Syria and the Middle East throughout Hammad's lifetime.

Mahmoud Hammad was a pioneer of modern Syrian art, he studied art in Accademia di belle arti di Roma during 1953–1957 in the art of engraving and especially the art medal manufacturing.

After completing his studies he returned to Damascus in 1960 and taught as professor at the Fine Arts Faculty of Damascus since its creation. From 1970 until 1980, he became dean at the Fine Arts Faculty of Damascus.

In 1939 he started exhibiting in most Arab countries, in Europe and in USA. In 1948, first prize in Arts in Damascus Exhibition. In 1957, first prize at the competition of the city of Naples. In 1959, first prize at the competition of Ministry of Culture in United Arab Republic.





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



Fouad Kamel

58A *

FOUAD KAMEL (EGYPT, 1919-1999)

Trajectoire du rêve

oil on wood, framed

signed and dated "1941" (top right)

121 x 81cm (47 5/8 x 31 7/8in).

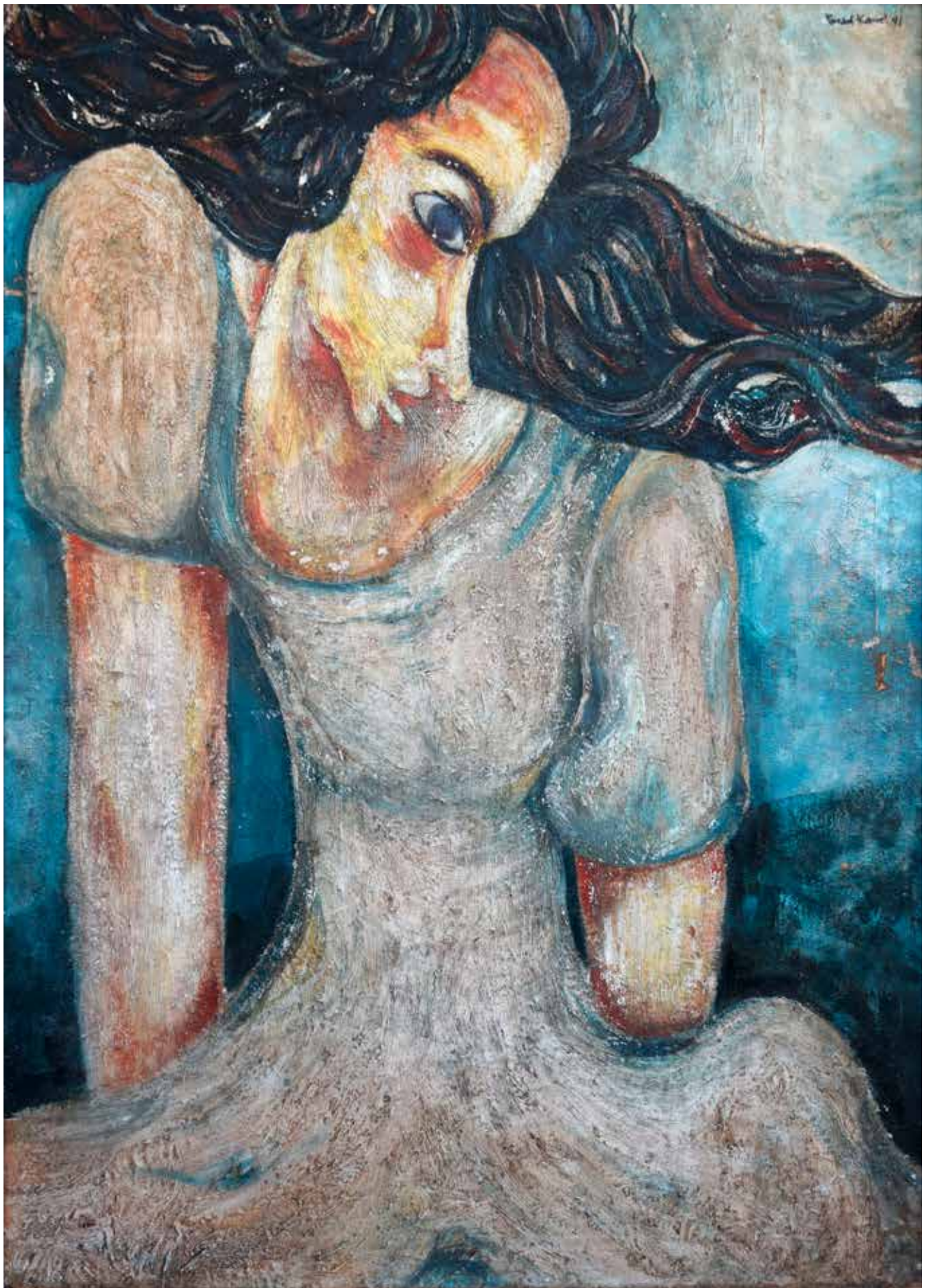
£30,000 - 40,000

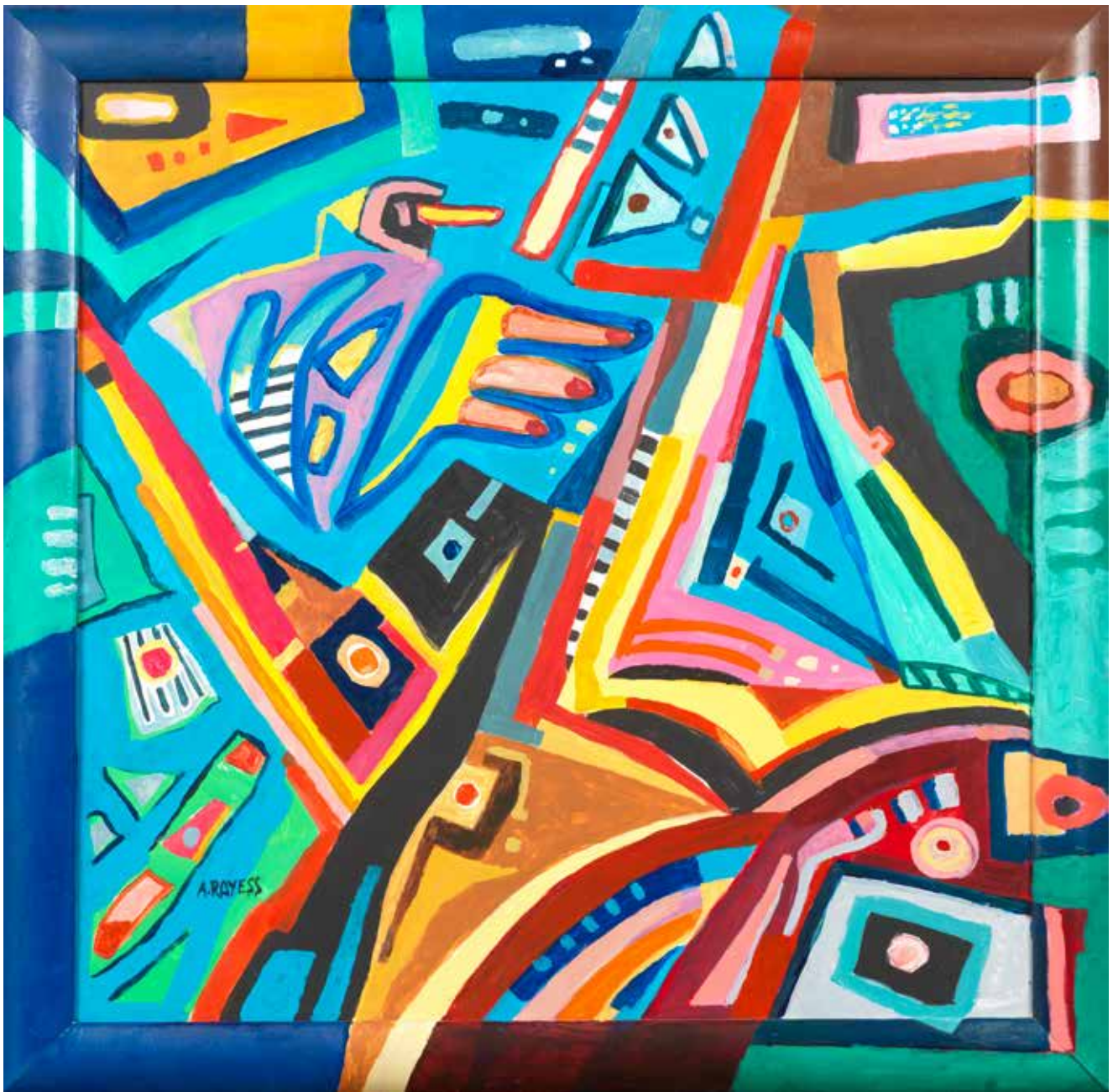
€42,000 - 56,000

US\$47,000 - 62,000

59-60

NO LOTS





61 *

AREF AL RAYYES (LEBANON, 1928-2005)

Untitled

oil on board and frame

signed "A. RAYESS" (lower left)

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

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000



62

BAYA (ALGERIAN, 1931-1998)

Divinity

acrylic on paper, framed

signed "Baya 92" (lower left), executed in 1992

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

£6,000 - 7,000

€8,400 - 9,900

US\$9,400 - 11,000

Provenance

Property from a private collection, London

A GROUP OF IMPORTANT WORKS ON PAPER BY MAHMOUD SAID

63 *

MAHMOUD SAID (EGYPT, 1897-1964)

View of Aswan

oil on paper, framed

signed "M.SAID" (lower left)

10 x 17cm (3 15/16 x 6 11/16in).

£18,000 - 25,000

€25,000 - 35,000

US\$28,000 - 39,000

Provenance

Property from a private collection, Egypt

Purchased by the above from Gallery Smile, Egypt, circa 1990's

Formerly in the collection of Samiha Said (the artists wife)

Notes

This work will be included in the forthcoming

Mahmoud Said Catalogue raisonné, prepared by

Dr. Hussam Rashwan and Valérie Hess.

The following six Lots comprise an important set of paintings and sketches demonstrating the diverse set of subject matters depicted by the Egyptian pioneer Mahmoud Said. Included in the following lots are distinguished and important sketches of the artists home, family and the rare appearance of a self portrait. Notably, the present works will be included in the forthcoming Mahmoud Saïd Catalogue raisonné, prepared by Dr. Hussam Rashwan and Valérie Hess.

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

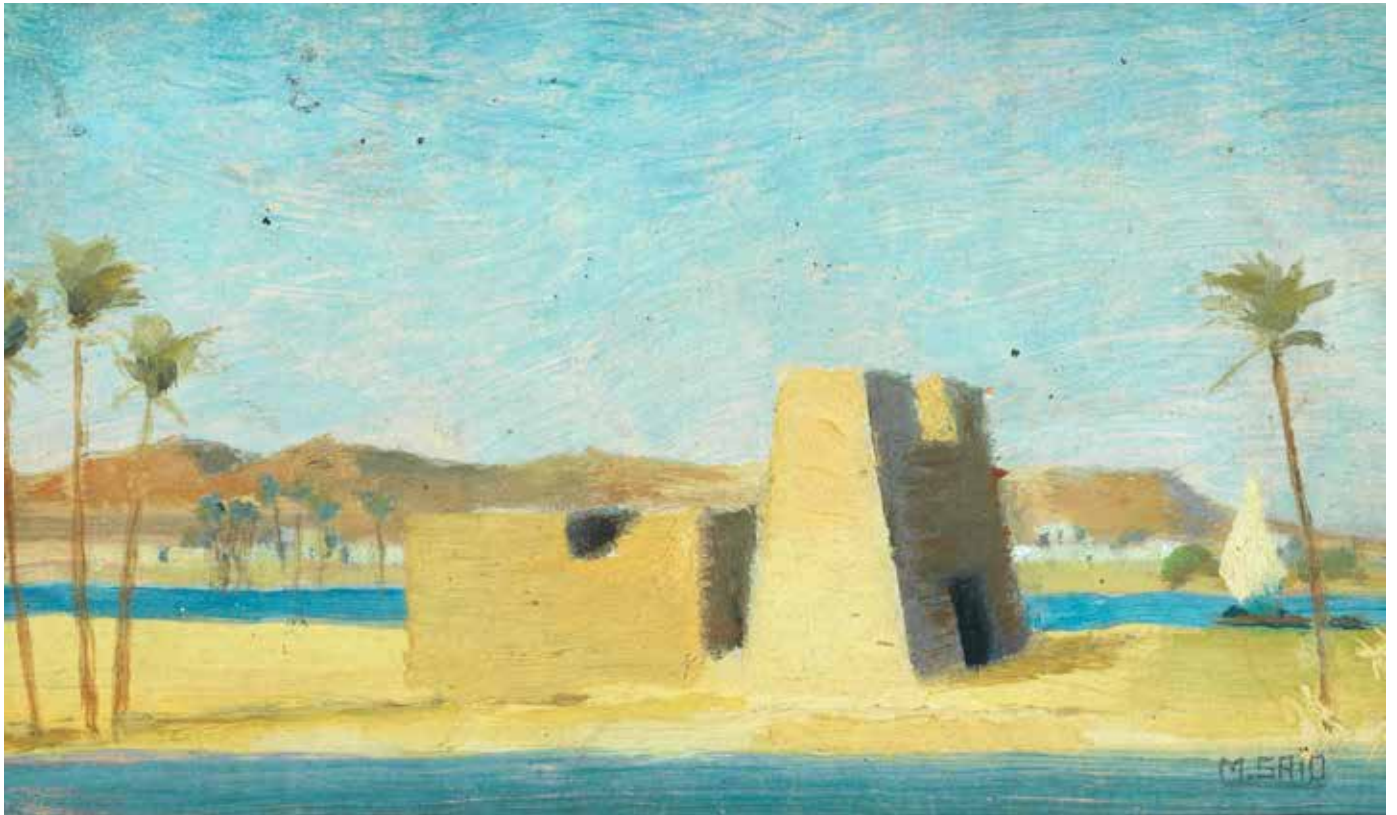
Originally destined for a legal career, Mahmoud Said graduated from the French School of Law in 1919. He worked as a lawyer, prosecutor, and then as judge in Mansouria, Alexandria and Cairo. He resigned from legal work in 1947, to dedicate himself solely to his art.

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

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

Said was as highly acclaimed in landscapes as he was in figurative painting and the vistas he encountered on many of his trips were recorded in the exceptional and varied group of landscape paintings which he produced throughout his career. The present view of Aswan, likely the depiction of an elevation of the Temple of Isis at Philae, is a prime example of his ability in this field.

The stylized simplicity of the composition heightens the sentimental perspective from which the artist approaches his subject matter. Much like De Chirico, whose simplified, almost metaphysical landscapes suggested something beyond everyday appearances, and which were characterized by an atmosphere of nostalgia and longing, so to in Said's depiction we get an almost condensed, purified symbol of the magnificence and opulence of ancient Egypt and its glorious visual legacy.





64

64 *

MAHMOUD SAID (EGYPT, 1897-1964)

Nadia Assise (the artists daughter)

pencil on paper, framed

16 x 10cm (6 5/16 x 3 15/16in).

£6,000 - 10,000

€8,400 - 14,000

US\$9,400 - 16,000

Provenance

Property from a private collection, Egypt

Purchased by the above from Gallery Smile, Egypt, circa 1990's

Formerly in the collection of Samiha Said (the artists wife)

Notes

This work will be included in the forthcoming
Mahmoud Saïd Catalogue raisonné, prepared by
Dr. Hussam Rashwan and Valérie Hess.

65 *

MAHMOUD SAID (EGYPT, 1897-1964)

Seated Man

pencil on paper, framed

signed "M.SAID" lower left

40 x 27cm (15 3/4 x 10 5/8in).

£17,000 - 22,000

€24,000 - 31,000

US\$27,000 - 34,000

Provenance

Property from a private collection, Egypt

Formerly in the collection of Dr. Hussam Rashwan

Notes

This work will be included in the forthcoming
Mahmoud Saïd Catalogue raisonné, prepared by
Dr. Hussam Rashwan and Valérie Hess.

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

Mahmoud Said





66 *

MAHMOUD SAID (EGYPT, 1897-1964)

Samiha Allongee (The artists wife)

pencil on paper

26 x 20cm (10 1/4 x 7 7/8in).

£5,000 - 7,000

€7,000 - 9,900

US\$7,800 - 11,000

Provenance

Property from a private collection, Egypt

Purchased by the above from Gallery Smile, Egypt, circa 1990's

Formerly in the collection of Samiha Said (the artists wife)

Notes

This work will be included in the forthcoming
Mahmoud Said Catalogue raisonné, prepared by
Dr. Hussam Rashwan and Valérie Hess.



67 *

MAHMOUD SAÏD (EGYPT, 1897-1964)

Nude Figure

pencil on paper, framed

signed "M.SAÏD" (lower right)

26 x 19cm (10 1/4 x 7 1/2in).

£6,000 - 10,000

€8,400 - 14,000

US\$9,400 - 16,000

Provenance

Property from a private collection, Egypt

Formerly in the collection of Dr Hussam Rashwan

Notes

This work will be included in the forthcoming Mahmoud Saïd Catalogue raisonné, prepared by Dr. Hussam Rashwan and Valérie Hess.



68 *

MAHMOUD SAID (EGYPT, 1897-1964)

A House in Alexandria
pencil on paper, framed
signed "M.SAID" (lower left)
26 x 19cm (10 1/4 x 7 1/2in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000

Provenance

Property from a private collection, Egypt
Purchased by the above from Gallery Smile, Egypt, circa 1990's
Formerly in the collection of Samiha Said (the artists wife)

Notes

This work will be included in the forthcoming
Mahmoud Said Catalogue raisonné, prepared by
Dr. Hussam Rashwan and Valérie Hess.



69 *

MAHMOUD SAID (EGYPT, 1897-1964)

Self Portrait

pencil on paper, framed

16 x 10cm (6 5/16 x 3 15/16in).

£7,000 - 10,000

€9,900 - 14,000

US\$11,000 - 16,000

Provenance

Property from a private collection, Egypt

Purchased by the above from Gallery Smile, Egypt, circa 1990's

Formerly in the collection of Samiha Said (the artists wife)

Notes

This work will be included in the forthcoming
Mahmoud Said Catalogue raisonné, prepared by
Dr. Hussam Rashwan and Valérie Hess.

70-71

NO LOTS



This is a portrait of Iris Clert if I say so

Robert Rauschenberg



72

MANOUCHER YEKTAI (IRAN, BORN 1922)

Portrait of Iris Clert

oil on canvas

signed "Yektai 60" (lower left), executed in 1960,
the verso bearing an exhibition stamp from
the Musée d'Art et d'Histoire, Genève
195 x 250cm (76 3/4 x 98 7/16in).

£50,000 - 70,000

€70,000 - 99,000

US\$78,000 - 110,000

Provenance

Property from a private collection, London

Formerly in the Theodore Ahrenberg Collection, Chexbres

Exhibited

Paris, Galerie Iris Clert, Iris Clert Portraits, 1961

Literature

Genève, Musée Rath (Musée d'Art et d'Histoire),

Le Visage de l'Homme dans l'Art Contemporain, 1967, n.106





Iris Clert with artists Jean Tinguely, Yves Klein and others

The Artist: **MANUCHERH YEKTAI**

Bonhams have the rare privilege of presenting the most exquisite and significant work by Manuchersh Yektai ever to be offered at public auction. Monumental, powerful and enigmatic "Portrait of Iris Clert" counts as a milestone work in artistic development of one of international Modernisms most talented protagonists.

Depicting the colourful and exuberant Parisian gallerist Iris Clert, the painting was first exhibited in 1961 in Paris alongside works by Lucio Fontana, Robert Rauschenberg, Yves Klein and Arman all of whom showcased their esoteric portraits of the famous gallery owner.

The work later surfaced in 1967 at the Musée Rath in Geneva, participating exhibition entitled "Le Visage de l'Homme dans l'Art Contemporain". It has since been in private hands and comes to the market for the first time since its original exhibition in 1961.

Born in Tehran, Yektai is considered one of the unsung founders of the New York School of Abstract Expressionism. Between 1945 and 1947, he studied with Amédée Ozenfant in Paris, France, and later in New York City.

In 1951 and 1952 Leo Castelli brought some friends, including early Abstract-Expressionist painters, to see Yektai's New York exhibitions shows. Castelli introduced him to the 8th Street Club in 1951 and he soon became a friend of Rothko, Tobey, Guston, and others. In the mid-1950s he was included in classic group exhibitions of early Abstract-Expressionism at the Stable Gallery and elsewhere, with older generation artists such as DeKooning, Pollock, Newman, and Kline. From 1957 till 1965 he showed at Poindexter. With this background it would be easy to regard Yektai as a member - almost a founding member - of the New York School.

Portrait of Iris Clert: **THE APOTHEOSIS OF YEKTAI**

Conceptually and stylistically, the present work is a fascinating example of the very subtle sense of tension between naturalism and abstraction manifest in Yektais work. Firmly established as one of the founding members of the New York School of Abstract Expressionism, Yektai's work was shaped and informed by his artistic milieu: luminaries such as Rothko, Pollock, De Kooning and Kline.

It is notable however that throughout his work the submission to abstraction is never complete, and that the artists love and appreciation of tangible forms ensures a strong presence of naturalism in his compositions. Yektai's desire not to forsake the identity of his surroundings, ultimately, his attachment to natural forms would not grant abstraction a total victory, and it is in this tension, most overtly manifest in portraiture, that his artistic sincerity is most deeply revealed.

In composition and technique, "Portrait of Iris Clert" is a unique blend of the artists dramatic gestural style and the influence of 20th century European portraiture, and in particular the palette and textural quality of post-impressionists like Cezanne and Toulouse Lautrec. Demure yet empathetic, bold in execution but restrained in its stature and anatomy, "Portrait of Iris Clert" in some ways recalls the sombre portraiture of Lautrec, with its linear, exaggerated strokes giving emphasis to contour over detail, and the distinct gaps between brush-strokes evoking the freedom and spontaneity of drawing.



The Subject: **IRIS CLERT**

Iris Clert was a captivating and colourful art dealer whose eponymous gallery became one of the focal points of the post-war Parisian avant-garde. Clert's Paris gallery exhibited many of the most successful, illustrious and provocative artists of the 1950s and 1960s, especially those who were associated with Nouveau Réalisme. Pablo Picasso, Max Ernst, Yves Klein, Lucio Fontana and Manoucher Yektaï himself are just a few among the retinue of talents to have exhibited at Clert's gallery during this period.

A flamboyant figure, said to have had powerful political connections, she was noted for courting controversy by staging some of the most avant garde and eccentric exhibitions of the time, such as Yves Klein's *Le Vide*, a completely empty space, and Arman's 1960 response *Le Plein*, in which the gallery was entirely filled with rubbish and impossible to enter. During one opening night, Yves Klein performed for the first time his *Monotone Symphony* (1949, formally *The Monotone-Silence Symphony*), a 40-minute orchestral piece consisting of a single 20-minute sustained chord followed by a 20-minute silence. This performance was followed by the release of 1,001 blue balloons into the sky, as a symbolic gesture by Klein which he called "aerostatic sculpture."

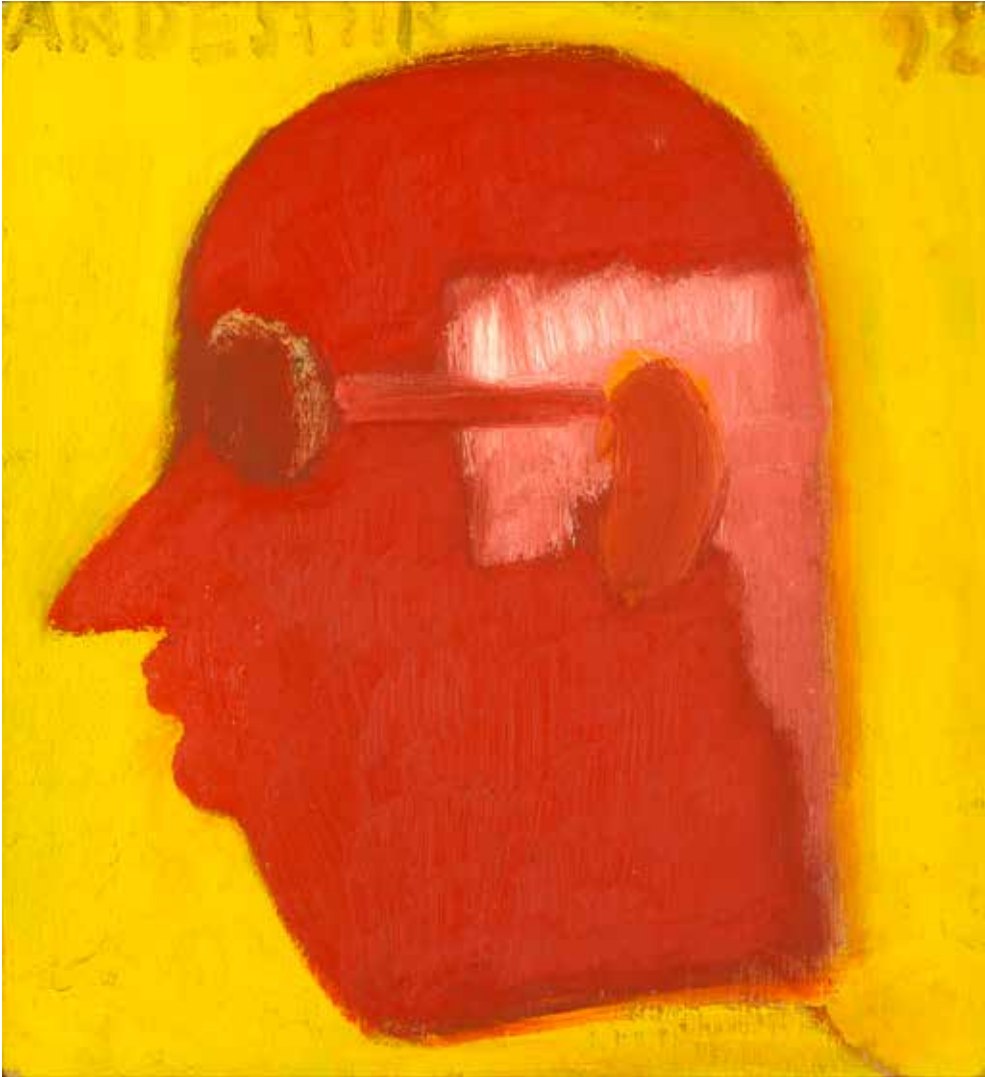
Capitalising on her growing public profile and increased prominence in the Paris art scene, in 1961, Iris Clert embarked on the ultimate vanity project, submitting an open invitation for prominent artists of the day to submit portraits of her for a group exhibition. Prominent French Nouveau Réaliste' artist Arman's portrait consisted of a wall-mounted box filled with various affects taken from Clert's daily life: a high-heel shoe, a personal photograph, lipstick, and various bits of other rubbish. The other notable portraits were done by Lucio Fontana and Robert Rauschenberg. Rauschenberg sent a telegram to the gallery declaring "This is a portrait of Iris Clert if I say so." The "portrait" was initially thrown away, but was later salvaged from the garbage, albeit crumpled up a bit, and put on display.

With its grand gestural style and painterly exuberance, Yektaï's portrait created a stark visual contrast with the conceptual and provocative work submitted by the abstract artists participating in the exhibition. Its survival as one of the few documented and subsequently exhibited works from this seminal exhibition marks it not only as one of the most historically important, but also most artistically accomplished of Yektaï's works.

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

John Ashberry

AN IMPORTANT GROUP OF WORKS BY ARDESHIR MOHASSES



73

***I don't believe in an ideal society...
as there is no need for me in such a society.***

Ardeshir Mohasses



74

73 *

**ARDESHIR MOHASSES
(IRAN, 1938-2008)**

Self Portrait
oil on board, framed
signed "ARDESHIR" and dated "92",
executed in 1992
30 x 33cm (11 13/16 x 13in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,200 - 9,400

74 *

ARDESHIR MOHASSES (IRAN, 1938-2008)

Abstract Composition
oil on canvas, framed
signed "ARDESHIR 92" (lower left), executed in 1992
46 x 66cm (18 1/8 x 26in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,200 - 9,400

Iran's most accomplished and prolific cartoonist, Mohasses combines artistic ingenuity with political satire to create shrewd, gripping images that reference and scrutinize key episodes in Iran's turbulent past. Mohasses' professional background as a journalistic cartoonist shapes both the aesthetic and subject matter of his works.

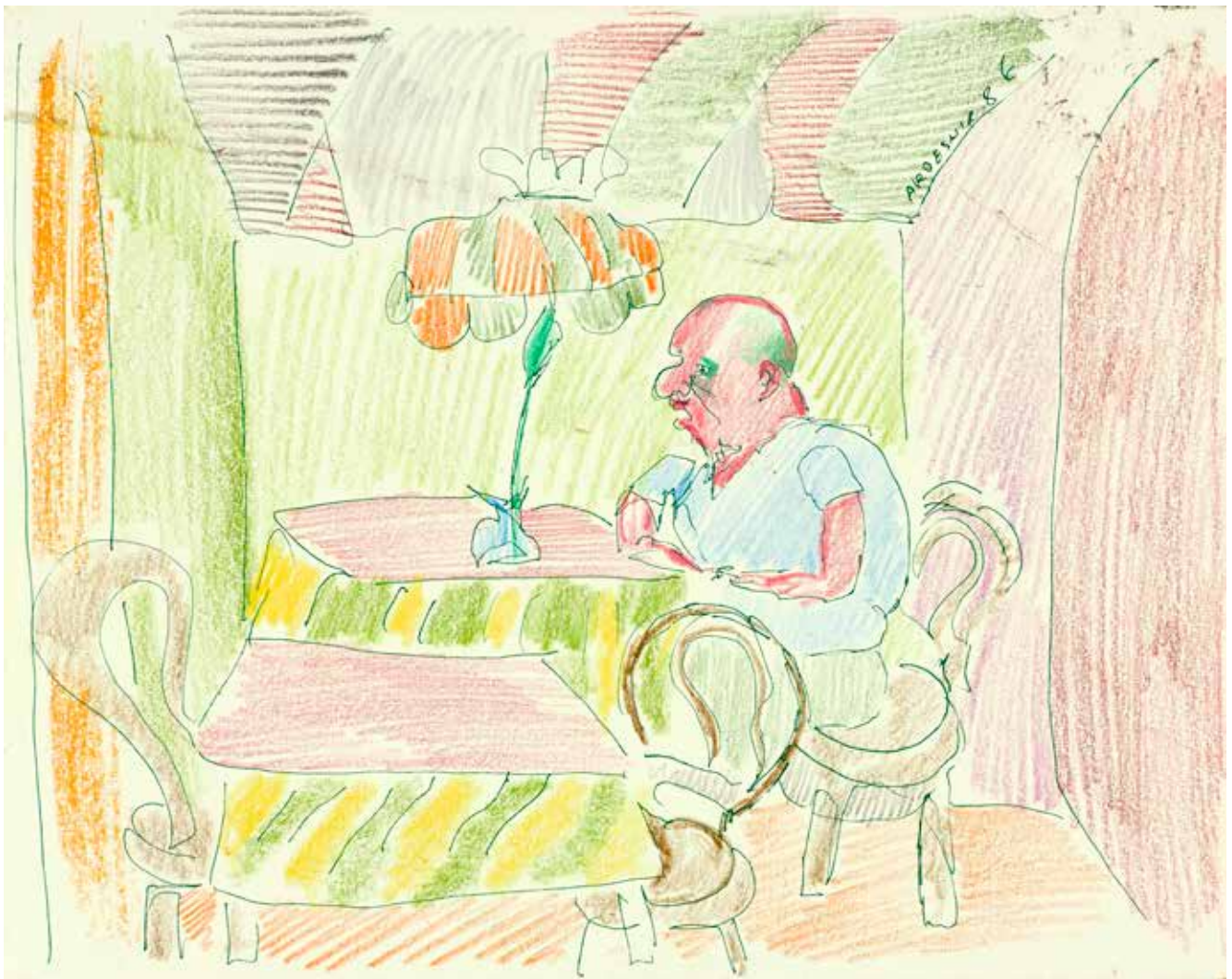
Depicted in the form of pictorial vignettes, the miniature size and simple format of his sketches present the viewer with clear, succinct commentaries on a personal scale.

Whilst the majority of Mohasses' work contains acerbic, alarming and often disturbing imagery chronicling the social and civil turmoil plaguing Iran throughout the 19th and 20th centuries, the present sketches are almost unique in Mohasses' oeuvre, depicting demure, sedate and thoughtful figures in somber repose.

Ardeshir Mohasses was born in Iran in 1938 and began drawing early in his childhood.

In the 1960s, after receiving a degree in political science from Tehran University, he worked as an illustrator for Iranian journals and newspapers. Soon after, his drawings began to appear in major international newspapers and magazines, including The New York Times.

In 1976, Mohasses left Iran for what he planned as a temporary stay in the United States. However, with the outbreak of the Iranian Revolution in 1979 Mohasses chose to remain in New York, where he lived until his passing in 2008.



75 *

ARDESHIR MOHASSES (IRAN, 1938-2008)

Self Portrait in Cafe

colour pencil on paper, framed

signed "Ardeshir 86" (top right), executed in 1986

28 x 20cm (11 x 7 7/8in).

£3,000 - 5,000

€4,200 - 7,000

US\$4,700 - 7,800

Perhaps of all the many targets the late Iranian-born cartoonist Ardeshir Mohasses's pen savaged during his lifetime, his characteristic blend of surrealist satire and caricature attack was never deployed to sharper extent than when turned onto himself, as this powerful self-portrait attests.

Obsessed with the endless manifestations of human frailty and weaknesses, Mohasses's caricatures invoke the expressionist surrealism of Picasso or Daumier with the visceral folkloric tradition of Persian cartoons.

Whenever I look at a sketch or a picture done by Ardeshir, I feel the same pain, wonder and anxiety that Zoraster must have experienced in that painful, astonishing and fearful moment when he realized the absolute nakedness of his own soul.

Esmail Kho'i



76 *

ARDESHIR MOHASSES (IRAN, 1938-2008)

Hajji Firouz

ink on paper, framed

signed "Ardeshir 95" (lower right), executed in 1995

43 x 35cm (16 15/16 x 13 3/4in).

£3,000 - 5,000

€4,200 - 7,000

US\$4,700 - 7,800

76A *

ARDESHIR MOHASSES (IRAN, 1938-2008)

The Arbiter of All Justice

ink on paper, framed

signed "Arde Shir " (lower left), dated "96", and titled
"Farmaneye Kolle Ghova", executed in 1996

58 x 76cm (22 13/16 x 29 15/16in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,200 - 9,400



77

SIRAK MELKONIAN (IRAN, BORN 1931)

Untitled

oil on canvas, framed

signed "S.Melkonian 08"

153 x 156cm (60 1/4 x 61 7/16in).

£12,000 - 15,000

€17,000 - 21,000

US\$19,000 - 23,000

Provenance

Property from a private collection, London



78

MARWAN (SYRIAN, BORN 1939)

Depression

mixed media on cardboard, framed

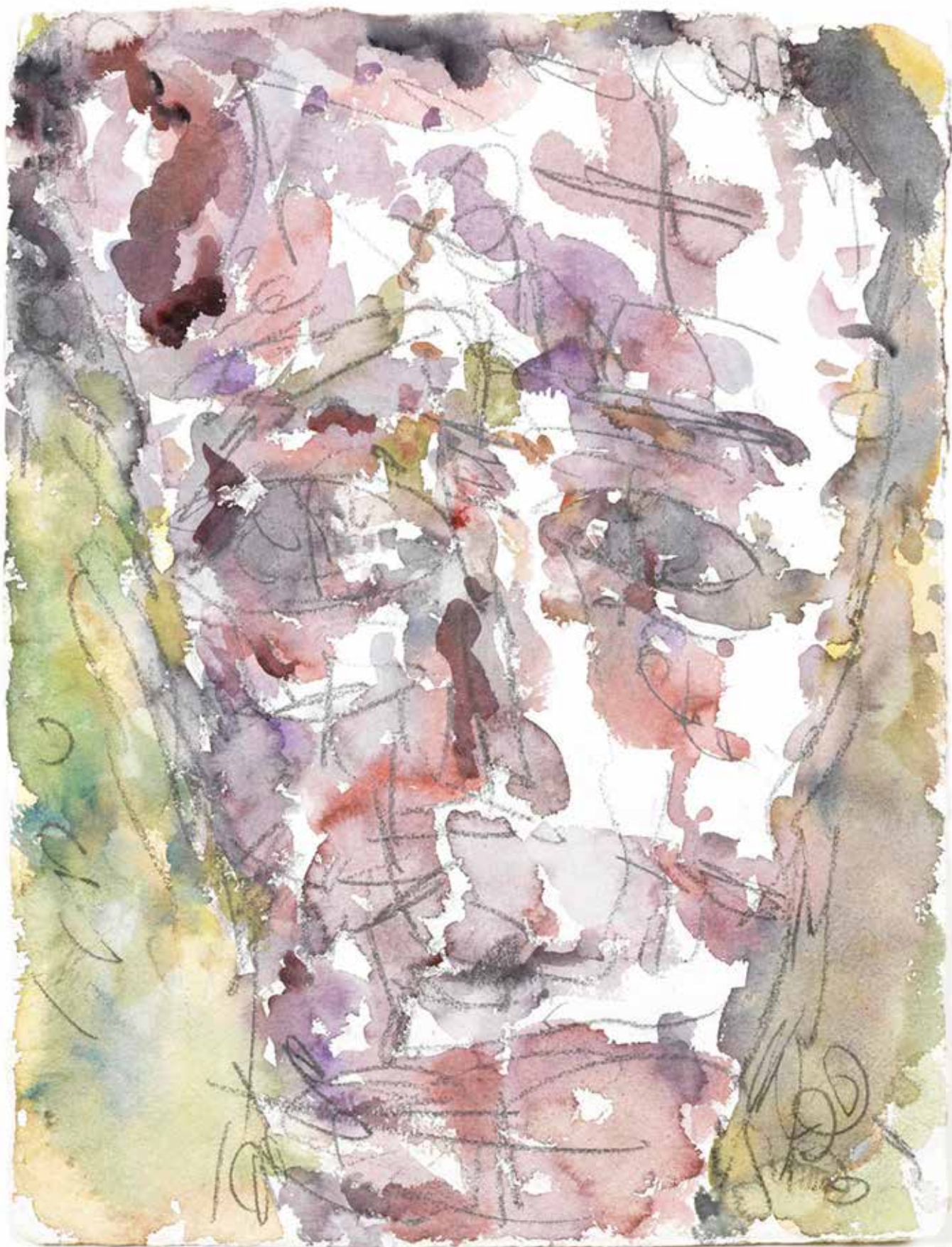
signed and dated "17/07/86" on the verso, executed in 1986

42 x 56cm (16 9/16 x 22 1/16in).

£6,000 - 7,000

€8,400 - 9,900

US\$9,400 - 11,000





79 *

MARGOT VEILLON (SWITZERLAND, 1907-2003)

Untitled

acrylic on paper

signed and dated "1935", executed in 1935

46 x 36cm (18 1/8 x 14 3/16in).

£2,000 - 3,000

€2,800 - 4,200

US\$3,100 - 4,700



79A

AHMAD SHIBRAIN (SUDAN, BORN 1931)

mixed media on paper laid down onto board
signed "Shibrain" in Arabic (lower left), executed circa 1960's
53 x 58cm (20 7/8 x 22 13/16in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,400 - 12,000

Provenance

Property from a private collection, Chester
Acquired in Beirut circa 1960's

Exhibited

Possibly exhibited in Beirut, Gallery One,
"L'exposition des ouvrages graphiques du peintre Soudanais",
circa 1960's

80 *

KHADIGA RIAD (EGYPT, BORN 1914)

Abstract Composition

mixed media on board, framed

signed "K.RIAZ 64" (lower left), executed in 1964

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

£20,000 - 25,000

€28,000 - 35,000

US\$31,000 - 39,000

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.

She opened her home to the avant-garde "art and liberty movement" and her villa became a focal meeting point for figures such as poet Georges Henin and the artists Ramses Younan , Fouad Kamel and Kamel El-Telmisany.

She followed an informal education in painting from the studio of the Armenian Egyptian artist Zorian between 1950 and 1955. In the 1950's she won fame as she was awarded a prize in the 1959 Alexandria Biennale. In 1960 she exhibited in the Venice Biennale and in 1962 she won the first prize in a national Egyptian painting competition.

Riad adopted an abstract style characterized by the heavy use of a multi-layered paints delicately treated on the surface to give an ethereal and surrealist dimension to her compositions.





***The noble Egyptians defended
the grains of sand in the desert
to the last drop of their blood.***



Gamal Abdel Nasser

81 *

MAHMOUD MOUSSA (EGYPT, 1913-2003)

The Worker

terracotta

one from an edition of five

Height: 100cm

£18,000 - 25,000

€25,000 - 35,000

US\$28,000 - 39,000

The present work is a striking example of Moussa's signature "Pharonic Revival" style, blending elements of ancient statuary, a turn of the century art-deco aesthetic and a distinctly social realist subject matter.

Depicting the the common "fellah" or Egyptian agricultural laborer, Moussa elevates his stature to that of a national hero, a common theme in social realist art which sought to glorify the struggle and the achievements of common citizens over those of the perceived oppressive elite.

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.

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.



82 *

MAHMOUD MOUSSA (EGYPT, 1913-2003)

The Family II
black marble
executed in 1981
Height: 51 cm

£20,000 - 25,000
€28,000 - 35,000
US\$31,000 - 39,000

Provenance

Property from a private collection, Cairo

The Present work has kindly been
authenticated by the Moussa Family



"The Family" is an iconic rendition of one of Mahmoud Moussa's most recognizable subject matters.

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 nation's artists. In form and composition we are reminded of Ancient Egyptian bas-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 present composition.

83 *

MAHMOUD MOUSSA (EGYPT, 1913-2003)

The Abstract Family

marble

executed in 1984

Height: 23cm

£8,000 - 10,000

€11,000 - 14,000

US\$12,000 - 16,000

Published

Esmaat Dawasteshy,

Mahmoud Moussa, Cairo, 2015 (illustrated)





84 *

HAMED OWAIS (EGYPT, 1919-2011)

The Harvest (Al-Hasadh)

oil on canvas, framed

signed "Owais 2009" (lower left), executed in 2009

40 x 54cm (15 3/4 x 21 1/4in).

£45,000 - 95,000

€63,000 - 130,000

US\$70,000 - 150,000

Provenance

Property from a private collection, Egypt

Notes

The present work has been authenticated by the family of the artist



An example of the Soviet art which inspired Owais

We need a type of art which not only releases the feelings, insights and impulses possible within the particular historical field of human relations in which the action takes place, but employs and encourages those thoughts and feelings which help transform the field itself

Bertold Brecht

The present work is a rare and important appearance of an oil on canvas by Hamed Owais, one of the pioneers of Egyptian Modernism, and perhaps the sole exponent of social realism in twentieth century Egyptian Art.

Mohammed Hamed Owais was born in 1919 into a peasant family in the small village of Kafr Mansour in the governorate of Beni Soueif. There, he received his primary and secondary education before working as a metalworker. He soon realized he was not fit for this profession and moved to Cairo, where he joined the School of Fine Arts. After he graduated in 1944, he pursued his studies at the Institute of Art Education in Cairo, where he was trained by the pedagogue and critic Youssef el-Affif.

He received his diploma in 1946 and in the following year, he founded the Group of Modern Art, together with other artists of his generation, such as Gamal el-Sigini, Gazbia Sirry, Zeinab Abdel Hamid, Salah Yousri and Youssef Sida.

From 1948 to 1955, Owais worked as a drawing teacher in the Farouk Ist Secondary School in Alexandria. He traveled to Italy in 1952 and visited the Venice Biennale where the works of Italian Social Realist artists were being exhibited. In 1958, he was appointed a professor at the Faculty of Fine Arts in Alexandria just after it was founded by the sculptor Ahmad Osman (1907 - 1970). In 1967, Owais received a scholarship to continue his studies at the Royal Academy of Fine Arts of San Fernando in Madrid where he received his diploma in 1969. From 1977 to 1979, he served as the head of the Faculty of Fine Arts in Alexandria. He died in Cairo in 2011, at the age of ninety-two.

Hamed Owais is one of the leading Social Realist painters in Egypt. His work embodies the struggle of the people of the Egyptian working class: peasants, fishermen, laborers, factory workers, craftsmen, barbers, builders and market sellers. He was one of the first Egyptian artists to address the question of unemployment and the everyday life of Egyptian laborers in the 1940's and 1950's. His work was strongly influenced by the ideas of the Group of Modern Art, whose members rejected Surrealism, as they believed that art should touch the masses and clearly reflect social ideologies.

Owais, like other artists of his generation, such as Gamal el-Sigini, was a partisan of the ideals of the 1952 revolution, which he expressed in his works. He admired the European modernists such as Picasso and Matisse and found affinity with Mexican Social Realists, such as the muralists Diego Rivera (1886 - 1957) and David Alfaro Siqueiros (1896 - 1974).

Owais developed a clear and direct style portraying the life of the average Egyptian worker. His peasants or fishermen are massive and muscular, which reflects the strength of his social convictions. Their large bodies often seem to be enclosed in the reduced space of the canvas that appears as a metaphor of the social boundaries of the Egyptian society. When he moved to Alexandria, Owais was influenced by the abundance of light and vibrant colors of the Mediterranean port, as well as by the work of Alexandrian painter Mahmoud Said (1897 - 1964). Although Hamed Owais is commonly associated with the socialist ideology of the Gamal Abdel Nasser era, his original style and work overall reflect his humanist character.

The present work is a painting from a series of three works, of which only two survive. Of the first two work in the series, executed in the 1970's, one is in private hands and the other has been missing from the Alexandria Governate Building since the Egyptian revolution of 2011.



85 *

AHMED SABRY (EGYPT, 1889-1995)

Nude on the Beach
oil on canvas, framed
executed circa 1950
40 x 60cm (15 3/4 x 23 5/8in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,200 - 9,400

Provenance

Property from a private collection, Egypt
Formerly in the collection of Gilan Hassan

Published

Egyptian Art Monographs, *Ahmed Sabry*,
Egyptian Ministry of Information, 1960 (illustrated in colour)

Ahmed Sabry (1889-1955) is considered one of the principle pioneers of Egyptian modernism.

Born on April 19, 1889 in the Megharbeleen neighborhood of Cairo's Darb el-Ahmar district, Sabry suffered from a tormented upbringing, moving house frequently after being orphaned at an early age. In 1911, he joined the Fine Arts School and was sent to Paris in 1919 where he joined the Grande Chaumiere Academie, then the Academie Julianne.

When he returned to Egypt, he worked as an illustrator with the Entomology Department of the Ministry of Agriculture, then as an artist with the Ministry of Public Works, which sent him on a further scholarship to Paris; there, he exhibited his painting "The Nun" in the Grand Palais in 1929, and was awarded the Prix d'Honneur by the French Arts Society. Upon his return to Cairo in 1929, he took up work as a teacher at the Higher School for Fine Arts until 1951.

Sabry was a renowned teacher and fostered the talents of numerous Egyptian masters such as Hussein Bicar, Salah Taher, and Hamed Owais. Sabry is considered a pioneer of classic easel portraiture, and his portraits are considered some of the most technically exquisite and stylistically elegant examples of Egyptian portrait painting.



86 *

AHMED SABRY (EGYPT, 1889-1995)

Portrait of a Lady

pastel on paper

1948

58 x 48cm (22 13/16 x 18 7/8in).

£7,000 - 10,000

€9,900 - 14,000

US\$11,000 - 16,000

87 *

MARGUERITE NAKHLA (EGYPT, 1908-1977)

View of Paris

oil on canvas, framed

signed "M.Nakhla 1948 Paris", executed in 1948

60 x 80cm (23 5/8 x 31 1/2in).

£14,000 - 18,000

€20,000 - 25,000

US\$22,000 - 28,000

Provenance

Property from a private collection, Cairo



88 *

GEORGES HANNA SABBAGH (EGYPT, 1877-1951)

Banyan Tree

oil on canvas, framed

signed "G.H Sabbagh 1938" (lower left)

60 x 73cm (23 5/8 x 28 3/4in).

£18,000 - 25,000

€25,000 - 35,000

US\$28,000 - 39,000

Provenance

Property from a private collection, Cairo

"Banyan Tree" is one of Sabbagh's most refined and technically accomplished compositions. Enigmatic and mysterious, the Banyan Tree is a seminal symbol in Asian and ancient Egyptian Religion. The Banyan or "Ficus benghalensis" is a tree which starts by wrapping itself around a host tree before plunging roots into the ground; sprawling, cavernous and complex the Banyan is a striking and captivating force of nature.

Georges Hanna Sabbagh was born at Alexandria in Egypt. He studied art in Paris, being the first Egyptian at the Louvre School. He was a pupil of Paul Sérusier, Félix Vallotton and the Symbolist painter Maurice Denis. It can be said that he was attached to the artists of the Paris School - he worked beside Amedeo Modigliani - but he always refused to be considered one of them, keeping his independence and freedom.

His family and the region of Brittany provided him with subjects for many of his paintings, before trips to Egypt led him to rediscover the lights, landscapes and characters of his childhood. He excelled in portraits, nudes and landscapes both in France and in Egypt and was enchanted by the old districts of Cairo.

A painter of talent, Georges Sabbagh forms one of the group of artists who Jean Cassou called "the sacrificed generation" (along with Henri de Waroquier and Jules-Émile Zingg) - absorbing the school of Les Nabis, Fauvism and Cubism at the beginning of the century, but forgotten after the Second World War. Cassou describes him as a "cordial and deeply human painter". He was able to create in the end of his career a new attitude towards realism.

Sabbagh obtained French citizenship in 1930, so may be rightly considered both an Egyptian and a French painter.

He served in the British Army in the First World War. In 1916 he married the art historian Agnès Humbert, by whom he had two children: the television producer and director Pierre Sabbagh, and the sub-mariner and advisor to General Charles de Gaulle, Jean Sabbagh. Georges and Agnès divorced in 1934. After his death, his son Jean and daughter-in-law Monique were able to make a retrospective appreciation of his work and a catalogue.



I believe that any art of quality is rooted in a spiritual source; it is universal. I have experienced it as a form of trance – or pure connected creativity – both in painting and in music. Rumi is a master of conveying this source, but Rothko and Pollock give me the same feeling in a different language. So, yes there are relationships...

89

REZA DERAQSHANI (IRAN, BORN 1952)

Khosrow and Shirin

oil on canvas

signed "D 07", executed in 2007

200 x 75cm (78 3/4 x 29 1/2in).

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000





90

REZA DERAQSHANI (IRAN, BORN 1952)

Gol va Bolbol

oil on canvas

signed "D 08", executed in 2008

270 x 80cm (106 5/16 x 31 1/2in).

£18,000 - 30,000

€25,000 - 42,000

US\$28,000 - 47,000

91 - 93

NO LOTS

...Understanding the Big Question, however, is a very personal journey and the ability to render it visually does not necessarily come from ever increasing intellectual knowledge or methodical contemplation. I am not a 'spiritual artist' in the sense that I consciously recycle Persian cultural icons with metaphysical meanings, but I do believe that the act of creation must have this natural flow which resolves in a miraculous moment where human life connects with a state beyond human reason. Pollock understood that and so did Rumi.

Reza Derakshani



CHARLES HOSSEIN ZENDEROUDI (IRAN, BORN 1937)

PI + ROUZ + G

oil on canvas, framed

signed and dated "1970" (lower right), executed in 1970

166 x 212cm (65 3/8 x 83 7/16in).

£90,000 - 120,000**€130,000 - 170,000****US\$140,000 - 190,000**

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

His choice of subject matter, calligraphy, has historically been the most established mode of formal artistic expression prevalent in Iran, but, by 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 avant-garde, patterned, technical and measured approach to calligraphy. The crowded iconography of the early works is replaced by a greater focus on singular and recurring letter-forms, which exhibit a formal refinement lacking in their earlier counterparts. The present work also marks a conceptual shift away from the more overtly traditional subject matters and more towards a pure, patterned aesthetic which emphasizes the meditative and visual elements of letter depiction over their linguistic connotation.

Measured but spontaneous, technical yet effuse, Zenderoudi manipulates Persian calligraphy with effortless ease, boasting 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.





95 *

SALAH TAHER (EGYPT, 1911-2007)

Untitled

oil on board, framed

47 x 40cm (18 1/2 x 15 3/4in).

£5,000 - 7,000

€7,000 - 9,900

US\$7,800 - 11,000



96

SALAH TAHER (EGYPT, 1911-2007)

Untitled

oil on board, framed

signed and dated 1959

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

£6,000 - 10,000

€8,400 - 14,000

US\$9,400 - 16,000

96A *

MASSOUD ARABSHAHI (IRAN, BORN 1935)

Untitled

acrylic on paper, framed

signed "Massoud Arabshahi 91", executed in 1991

91 x 60cm (35 13/16 x 23 5/8in).

£6,000 - 10,000

€8,400 - 14,000

US\$9,400 - 16,000



A GROUP OF IMPORTANT WORKS BY HUSSEIN BICAR

***You must think in order to understand the
complex feelings captured in my paintings.
You must go beyond the surface***

Hussein Bicar

97 *

HUSSEIN BICAR (EGYPT, 1913-2002)

Fellaha in Aswan

oil on board

signed lower left, executed circa 1980's

43 x 54cm (16 15/16 x 21 1/4in).

£22,000 - 25,000

€31,000 - 35,000

US\$34,000 - 39,000

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

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

Bicar was honored with several awards including, the Golden Medal of Honor from the Industrial and Agriculture Exhibition in 1949, the Medal

of Arts and Science in 1967, Gamal Abdel Nasser Prize in 1975, the State of Merit Award in 1978, the Merit Medal in 1980, and shortly before his death in 2000, Mubarak Award.

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

In his later years, Bicar was better known for painting portraits, particularly of women. He also wrote criticism and taught for many years at Cairo's Fine Arts Academy.





98 *

HUSSEIN BICAR (EGYPT, 1913-2002)

Landscape in Nubia

oil on board

signed and dated "84" (lower left)

26 x 46cm (10 1/4 x 18 1/8in).

£12,000 - 15,000

€17,000 - 21,000

US\$19,000 - 23,000



99 *

HUSSEIN BICAR (EGYPT, 1913-2002)

Nubian Woman and Goat

oil on canvas

signed "Bicar 1995" (lower left), executed in 1995

29 x 49cm (11 7/16 x 19 5/16in).

£20,000 - 25,000

€28,000 - 35,000

US\$31,000 - 39,000



100 *

HUSSEIN BICAR (EGYPT, 1913-2002)

Sketch for a Lalique Crystal Design
ink and pastel on paper, framed
signed and dated "1961/4/19" (lower right), executed in 1961
30 x 21cm (11 13/16 x 8 1/4in).

£7,000 - 10,000

€9,900 - 14,000

US\$11,000 - 16,000



101

HASSAN EL GLAOUÏ (MOROCCO, BORN 1924)

Horses

oil on board, framed

signed (lower right)

76 x 105cm (29 15/16 x 41 5/16in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000



102 *

TAHIA HALIM (EGYPT, 1919-2003)

Nubia

oil on canvas, framed

signed "T.Halim" (lower left), executed circa 1970's

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

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000



103 *

NAZIR KHALIL (EGYPT, 1916-2001)

View of Cairo

oil on canvas

50 x 60cm (19 11/16 x 23 5/8in).

£5,000 - 7,000

€7,000 - 9,900

US\$7,800 - 11,000



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 pathologic 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



104 *

HAMED NADA (EGYPT, 1924-1990)

Untitled

oil on canvas, framed

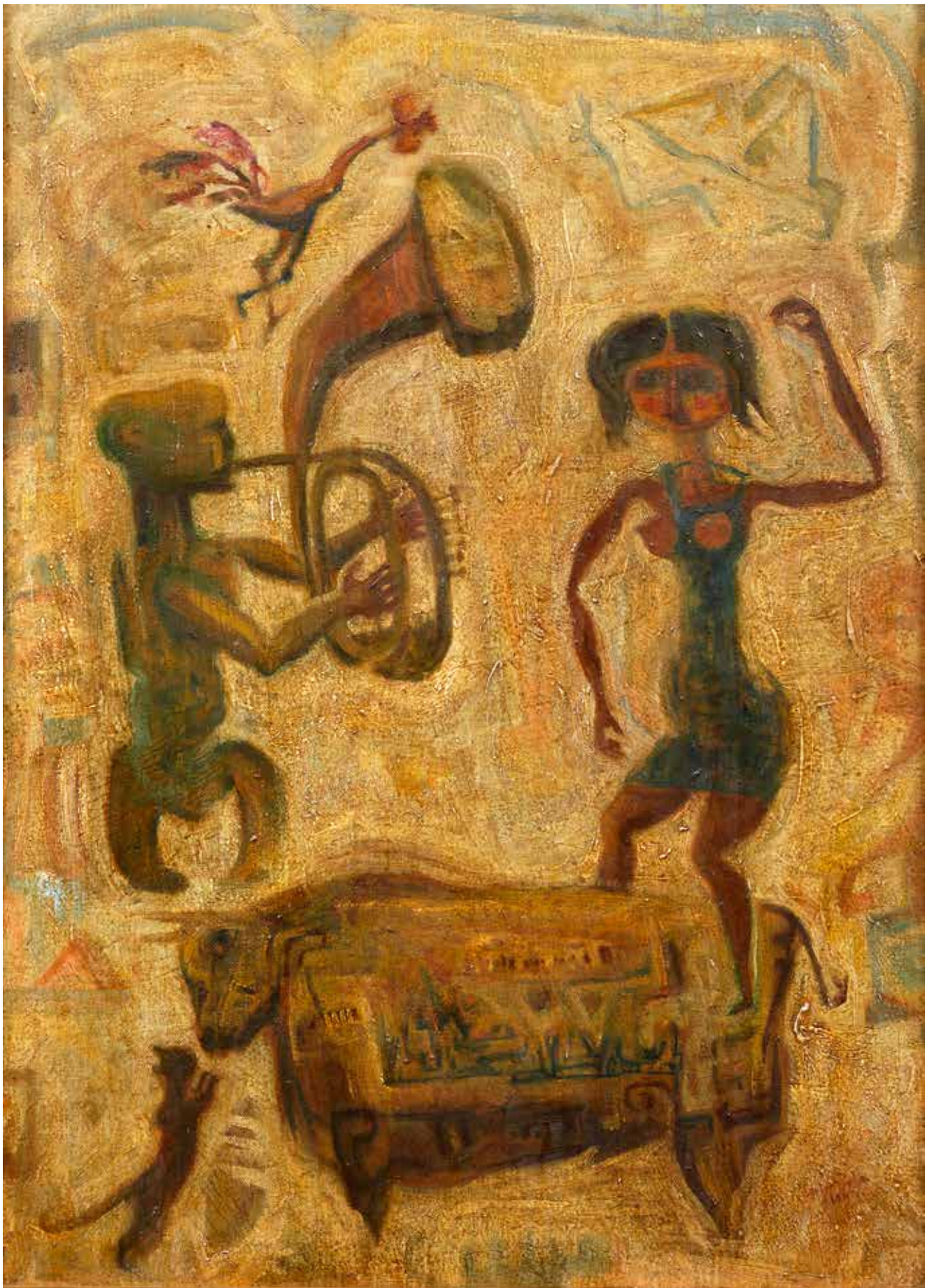
executed circa 1960's

64 x 45cm (25 3/16 x 17 11/16in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 47,000



105 *

EFFAT NAGHI (EGYPT, 1905-1994)

The Ass and the Lyre
acrylic on board, framed
signed (lower right)
74 x 155cm (29 1/8 x 61in).

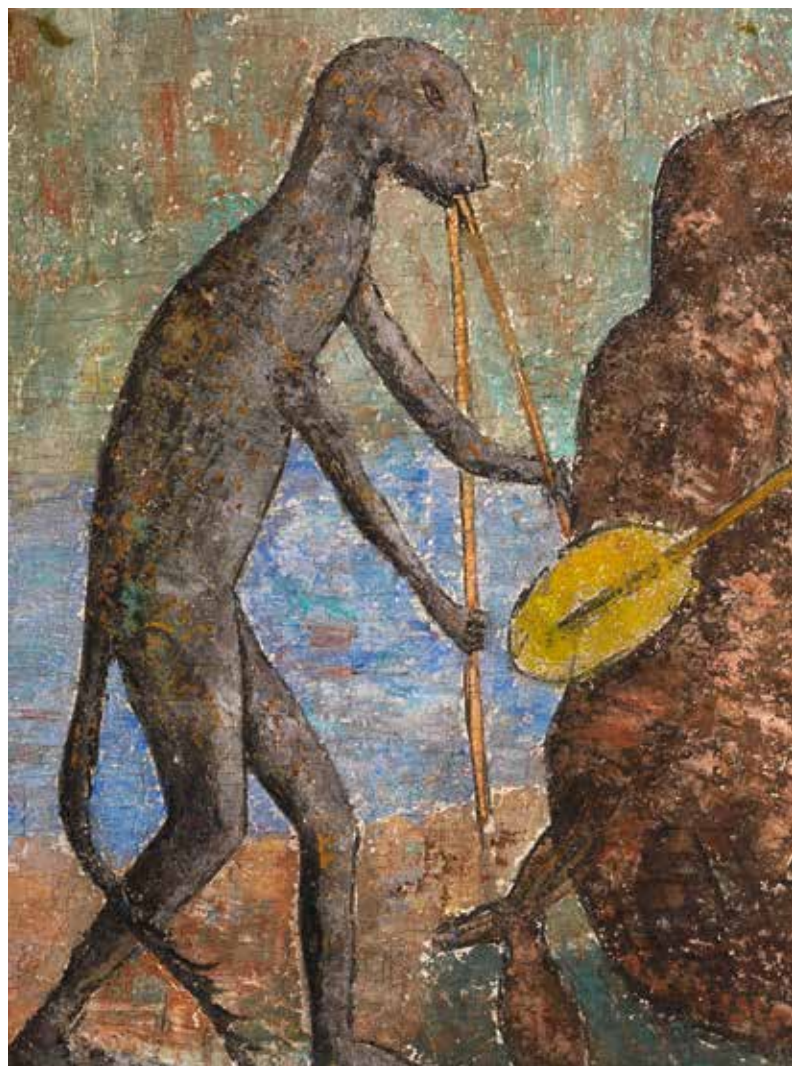
£42,000 - 50,000

€59,000 - 70,000

US\$66,000 - 78,000

Provenance

Property from a private collection, Alexandria





Effat Nagy's work is rich with tradition, folklore and mythology, and the present work is one of her most captivating, meaningful and technically refined works.

Born in Alexandria to an aristocratic family, Nagy began her artistic training in her youth with a private tutor. In 1947, she began several years of study in Rome's Accademia di Belle Arti. In 2001, an eponymous museum dedicated to the work of Nagy and her husband opened in Cairo.

The present work is a seemingly mysterious procession of animals playing musical instruments, referencing well known ancient fables and recurring religious iconography. The image of an ass playing a harp is a recurrent theme in Romanesque sculpture, featuring in the corbels or the outer archivolt of several porches and entrances.

The image was often employed as a symbol of Ignorance or Paganism. Examples can be found on the southern transept doorway at Aulnay de Saintonge and among the numerous modillions at San Martin de Frómista.

The medieval world knew of the fable of the Ass and the Lyre primarily through the writings of the sixth century philosopher Boethius. Boethius himself had derived his account from Phaedrus who in the first century had translated Aesop's fables into Latin.

In Phaedrus' version a donkey sees a lyre lying in a field and tries to strum it with his hoof. When he hears the terrible sound he says that if someone better equipped than himself had found the instrument he would have been able to enjoy the music.

This contrast between the ass' attributes; a clumsy, cumbersome appearance, hooves instead of hands against the innate harmony of the instrument was particularly suggestive to medieval writers. For these writers, the ass represented paganism.

The ass unable to benefit from the perfect harmony of the music which represented the presence of God in the universe was distinctly opposed to the image of King David playing the harp, so frequently displayed on Romanesque churches.

106 *

TAHIA HALIM (EGYPT, 1919-2003)

Ella Al-Souq Fi Al-Nuba (to the market place in Nubia)

oil on board, framed

signed "T.Halim" (lower left), executed circa 1960's

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

£12,000 - 15,000

€17,000 - 21,000

US\$19,000 - 23,000

Published

Dr Mostafa El Razzaz, *Inji, Tahia, Gazbia - A Life's Journey*, Cairo, 2014
(p.105 illustrated in colour)

Sobhy Al Sharouny, *Tahia Halim: Mythical Realism*,

Dar Al Shorouk, 1999

The present work was executed in the 1960s during the artist's Nubian period. Halim visited Nubia twice in the early 1960s, once with her friend and colleague Cleopatra Shahata in 1961 and again with a group of fifty academics and artists in 1962 on a trip organised by Tharwat Okasha, the then Minister for Culture and National Guidance.

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

The group that cruised the Nile aboard the 'Deka' included artists such as Adham and Seif Wanly, Adam Henein and Hussein Bekar, the architect Hassan Fathi and musician Aziz el-Shawan. The writer and critic Louis Awad was also aboard the boat and described the trip as the key influence in Halim's future works. The group sailed from village to village speaking with the inhabitants and learning of their cultures. They recorded the experiences of the locals which were soon to be lost to the world forever.





107 *

INJI EFFLATOUN (EGYPT, 1924-1984)

Boats on the Nile

oil on board

signed and dated "84" (lower left), executed in 1984

32 x 58cm (12 5/8 x 22 13/16in).

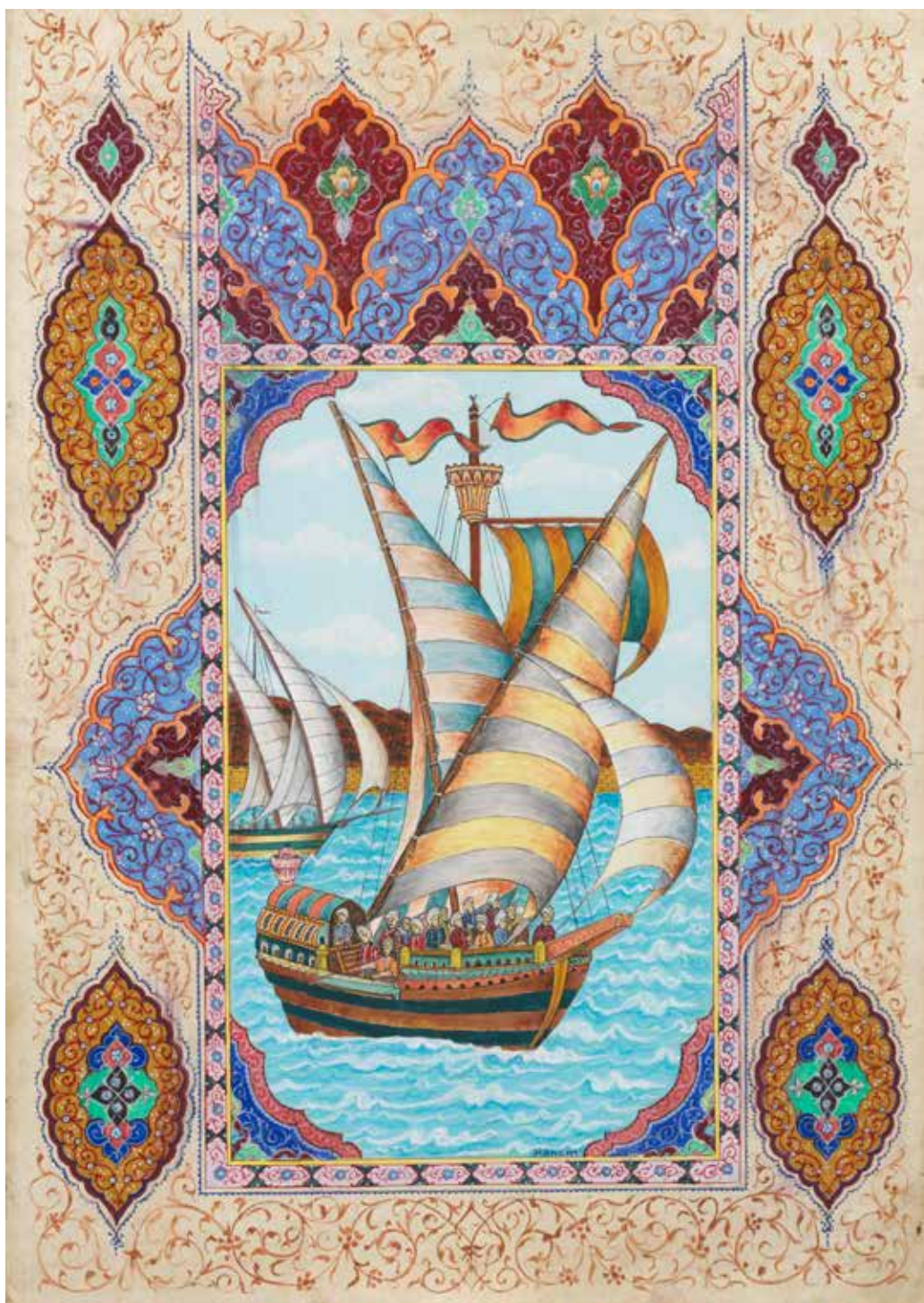
£6,000 - 8,000

€8,400 - 11,000

US\$9,400 - 12,000

Provenance

Property from a private collection, Cairo



108

MOHAMMED BEN ALI R'BATI (MOROCCAN, 1861-1939)

Scenes A Tanger

gouache on paper, framed

signed "Ranem" (lower middle), executed circa 1920's

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

£12,000 - 15,000

€17,000 - 21,000

US\$19,000 - 23,000

109 *

KAMEL MOUSTAFA (EGYPTIAN, 1917-1982)

Portrait of Gamal Seguini

oil on canvas, framed

signed "K.Moustafa" (centre), executed in 1953

49 x 39cm (19 5/16 x 15 3/8in).

£14,000 - 18,000

€20,000 - 25,000

US\$22,000 - 28,000

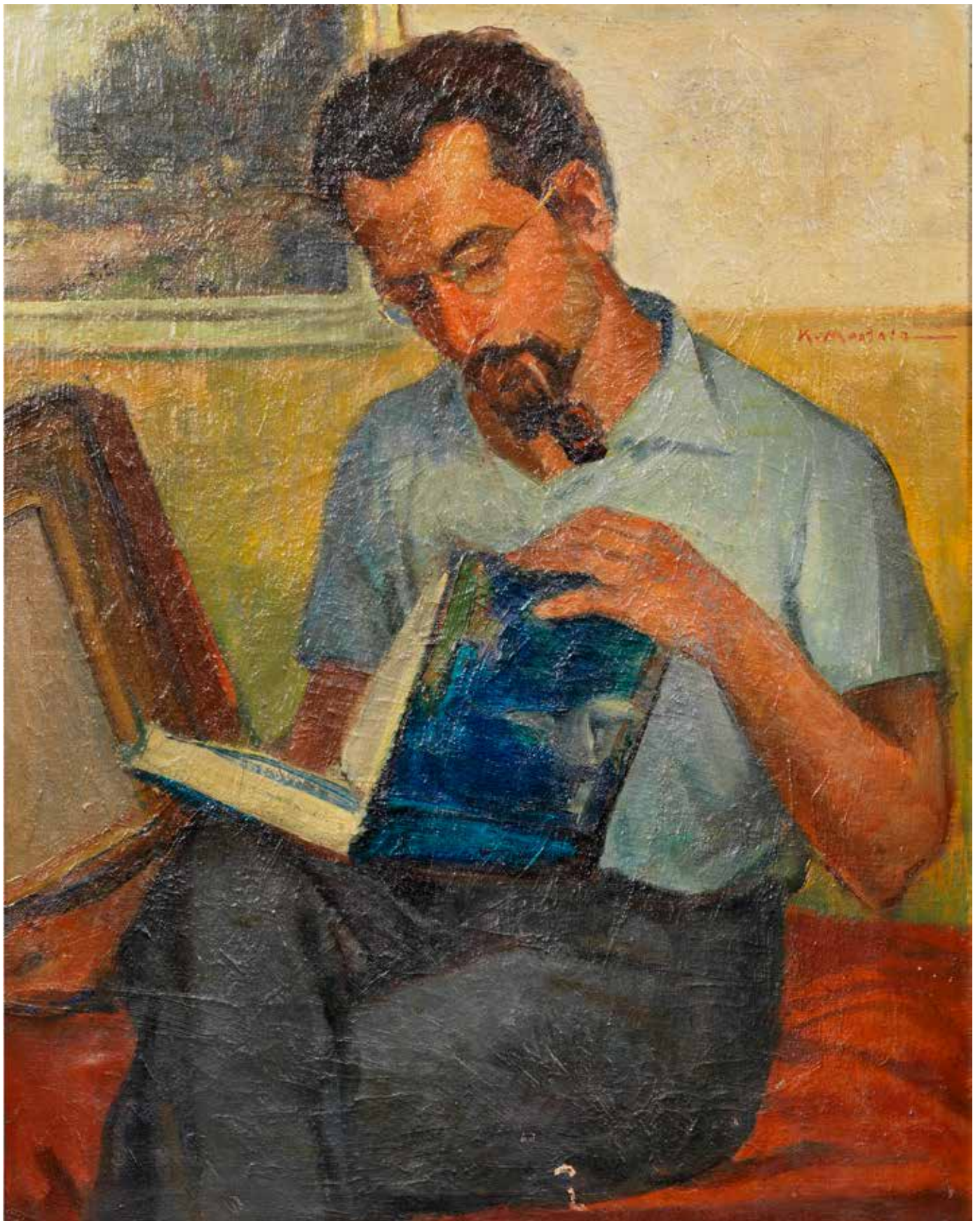
The present work is an intimate reflection of the personal relationships that existed between the artists working during the golden age of Egyptian Modernism.

Reminiscent of the portraits of Van Gogh by Paul Gauguin, it speaks of the story of two friends who began as colleagues in the School of Fine Arts in the 1930's and who went on to become major figures of Egyptian modernism.

Their friendship was strengthened by a family tie, having married sisters, the daughters of the early modern Egyptian painter Youssef Kamel. Their bond strengthened when once again enrolled together during the 1950's at The Fine Arts Academy of Rome.

In Egypt they began their careers as Staff members in the Cairo School of Fine Arts and then the nascent Alexandria School of Fine Arts by 1958. Their short lives (Seguini died at the age of 60 and Kamel Moustafa at the age of 65) were dedicated to the propagation and establishment of a legitimate and credible indigenous art scene in Egypt.

A thoroughly patriotic sculptor, Seguini's work was principally concerned with grand nationalistic imagery. Both Seguini and Moustafa were considered members of "the Third Generation", which rebelled against the conventional Art styles of their predecessors. In fact El Sagini formed the group of "Sawt El Fanan" -the Artist's Voice- where many of the young artists who believed in new artistic styles were members.





110 *

GAMAL EL SEGUINI (EGYPT, 1917-1977)

Untitled 1

mixed media on canvas, framed

signed and dated 1962

48 x 33cm (18 7/8 x 13in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000



111 *

GAMAL EL SEGUINI (EGYPT, 1917-1977)

Untitled 2

mixed media on canvas, framed

signed and dated "1962"

48 x 33cm (18 7/8 x 13in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000



112

GOUIDER TRIKI (TUNISIA, BORN 1949)

Untitled

pastel and charcoal on paper, framed

signed "Triki 78" (top right)

51 x 66cm (20 1/16 x 26in).

£5,000 - 7,000

€7,000 - 9,900

US\$7,800 - 11,000



113 *

FOUAD KAMEL (EGYPT, 1919-1999)

Abstract Composition

oil on board, framed

signed (lower right), executed in 1967

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

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

I'm really interested in social justice, and if an artist has a certain power of being heard and voicing something important, it's right to do it. It could still be done in such a way that it's not aggressive or overly didactic. I'm trying to find that form.

Shirin Neshat



114 *

SHIRIN NESHAT (IRAN, BORN 1957)

The Last Words

cibachrome print, framed

signed, dated "2003", and numbered edition 2 of 5 (on the verso)
40 x 76cm (15 3/4 x 29 15/16in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,200 - 9,400

The Last Word is about the power of a security state and the courage and voice of the artist who creates under the promise of institutional terror. During the 17-minute film — Neshat's first film installation with narrative dialogue — a team of men threaten a woman, urging her to talk about nebulous, perceived misdeeds. (The film is based on the life of Shahrnough Parsipour, an Iranian novelist who Neshat says was imprisoned four times — once for five years — by the Iranian government. She was never charged with a crime and finally fled Iran for the United States.)

The design of the film is spare: The authoritarian men wear simple white, button-up shirts, the woman wears black. The male protagonist sits at a long table. The woman sits across from him. At the beginning of the film there is one large ledger-book in front of him. During the course of the film, other men pile up other books in front of him. The film begins with the woman walking toward this man. When she arrives, he says, "You've been keeping your distance, but of course we've been kept an eye on you, following your every move," says a middle-age man who serves as some kind of state interrogator.

The woman says nothing.



"Why don't you say something? Are you afraid? What are you afraid of?" he says in a taunting voice. The woman says nothing.

"I'm not here to harm you, we just have to clear up a few issues," he says, raising a menacing eyebrow at the word 'issues.' "You're the only one who could do that."

She still says nothing.

"Others have given up and confessed," he says. "You can't pretend any more. Not only did you take a wrong turn, you led others too. Don't you feel guilty?"

Nothing from the woman. The man becomes angrier. "I can make you regret being born. But you must know... your situation is very grave... Do you know how much evidence we have against you?"

Not a word.

Finally, partly prompted by her defiance and, apparently, partly by the mere fact that someone of her gender would dare be defiant, he erupts.

"Woman! You've crossed the line. You have written subversive words. Woman! You are guilty of corrupting human minds. Guilty of poisoning human souls." He stands, hovering over her, trying to physically intimidate her. "Your imagination is that of darkness and darkness is the place of the devil and you woman with words full of sin, words full of darkness, words, full of words, full of lust, words full of rage..." And he continues yelling but we can't understand what he's saying.

Finally, the woman responds with poetry. "I come from the land of dolls, from under the shade of paper trees, in a garden of a picture book, from the droughts of barren trials of friendship and love in the dusty streets of innocence from the years when pallid letters of alphabet grew..." She continues, reciting in a chanting melody, as the man and his cohorts stare in stunned silence. At first her voice is first shaky, then it is stronger. Her interrogator falls silent, transfixed, his mouth slightly open. Having staggered the regime with the beauty of her words, the woman walks away.

Neshat's point is clear: Self-expression provides an avenue of freedom, individuality and liberation from whatever confines us. It wins. Insist upon it.



115 *

SHIRIN NESHAT (IRAN, BORN 1957)

Fervor Series Couple at Intersection, from Fervor series, 2000
Three-part gelatin silver prints, each signed, titled, dated and numbered 7/10 in pencil on the verso of each.
17 7/8 x 22 1/4 in each

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 19,000

Provenance

Barbara Gladstone Gallery, New York.
Property of a Private European collector.

Literature

Babaie, Shirin Neshat, exh. cat., Detroit Institute of Arts, 2013, p. 84.
Tedesco, ed., Shirin Neshat, Milan, 2001, pp. 66-67.
Shirin Neshat, exh. cat., Serpentine Gallery, 2000, p. 27.
Shirin Neshat: Two Installations, exh. cat., Wexner Center of Arts, Columbus, 2000, pp. 38-39.

Neshat's earliest works explore gender in relation to Islamic fundamentalism and militancy in Iran in photographic series, such as the Unveiling (1993) and Women of Allah (1993-97). Her succeeding video works deviated from overtly political criticism in favor of more prosaic imagery and themes. In 2000, Fervor became the third film of the Trilogy, following previous installments Turbulent (1998) and Rapture (1999). Unlike the first two films, the screens in Fervor were paired next to one another and images were allowed to overlap, blurring boundaries and invading the space of the other.

Neshat parallels male and female sexuality with side-by-side images, but delineates gender boundaries with the separation of screens. In this triptych of prints, created in tandem with the video, Neshat seems not only to highlight the frustration and helplessness of Iranian women in this paradigm, but also to demonstrate how the negative view of love within the revolutionary culture affects the natural human feeling.



Part of me has always resisted the Western clichéd image of Muslim women, depicting them as nothing more than silent victims. My art, without denying “repression,” is a testimony to unspoken female power and the continuing protest in Islamic culture.

Shirin Neshat





116 *

FARID AOUAD (LEBANON, 1924-1982)

Street Scene

pastel on paper 30 x 24cm (11 13/16 x 9 7/16in).

£1,000 - 2,000

€1,400 - 2,800

US\$1,600 - 3,100



117

GEORGES HANNA SABBAGH (EGYPT, 1877-1951)

Still Life

oil on board, framed

signed and dated "1917" in English (top right)

33 x 41cm (13 x 16 1/8in).

£3,000 - 5,000

€4,200 - 7,000

US\$4,700 - 7,800



118
MILOUD BOUKERCHE (ALGERIA, 1908-1978)
Portrait of an Arab Man
oil on board, framed
signed "Boukerche" (lower right)
21 x 26cm (8 1/4 x 10 1/4in).

£1,000 - 2,000
€1,400 - 2,800
US\$1,600 - 3,100

PHOTOGRAPHS

Tuesday 27 October, 1pm EDT
New York

VIEWING

17-19 October, San Francisco
24-26 October, New York

HORST P. HORST (1906-1999)

Persepolis Bull, Iran, 1949
Platinum-palladium print
17 x 15in
\$15,000 - 20,000

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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 <i>Hammer Price</i> |
| 20% from £50,001 to £1,000,000 of the <i>Hammer Price</i> |
| 12% from £1,000,001 of the <i>Hammer Price</i> |

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;

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;

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;

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.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any *Sale*; a 2% surcharge will be made on the balance over £100,000.

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

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 Δ 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 or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

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

9 THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the *Purchase Price* for the *Lot*;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, 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*.

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|----------|---|----------|--|-----------|--|
| 7 | FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS | 7.3 | If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us. | 9.3 | Paragraph 9 will not apply in respect of a <i>Forgery</i> if: |
| 7.1 | 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> ; | 8 | CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT | 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. | 10 | OUR LIABILITY |
| 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> . | 9 | FORGERIES | 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 <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective of 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. | the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or | 12.7 | The headings used in this agreement are for convenience only and will not affect its interpretation. |
| 10.3.2 | Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise. | it can be established that the <i>Lot</i> is a non-conforming <i>Lot</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; or | 12.8 | In this agreement "including" means "including, without limitation". |
| | You may wish to protect yourself against loss by obtaining insurance. | the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or | 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. |
| 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. | the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements. | 12.10 | Reference to a numbered paragraph is to a paragraph of this agreement. |
| 11 | BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and 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 non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) 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 non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or | If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</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 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . 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 <i>Lot</i> , all rights and benefits under this paragraph will cease. | 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 <i>Bonhams</i> , it will also operate in favour and for the benefit of <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. |
| | | 12 MISCELLANEOUS | 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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place. |
| | | 12.1 You may not assign either the benefit or burden of this agreement. | | 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 <i>Website</i> 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. |
| | | 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. | | 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. |
| | | 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. | | LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> . |
| | | 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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract 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. | | |
| | | 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 <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents. | | |

“**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

“**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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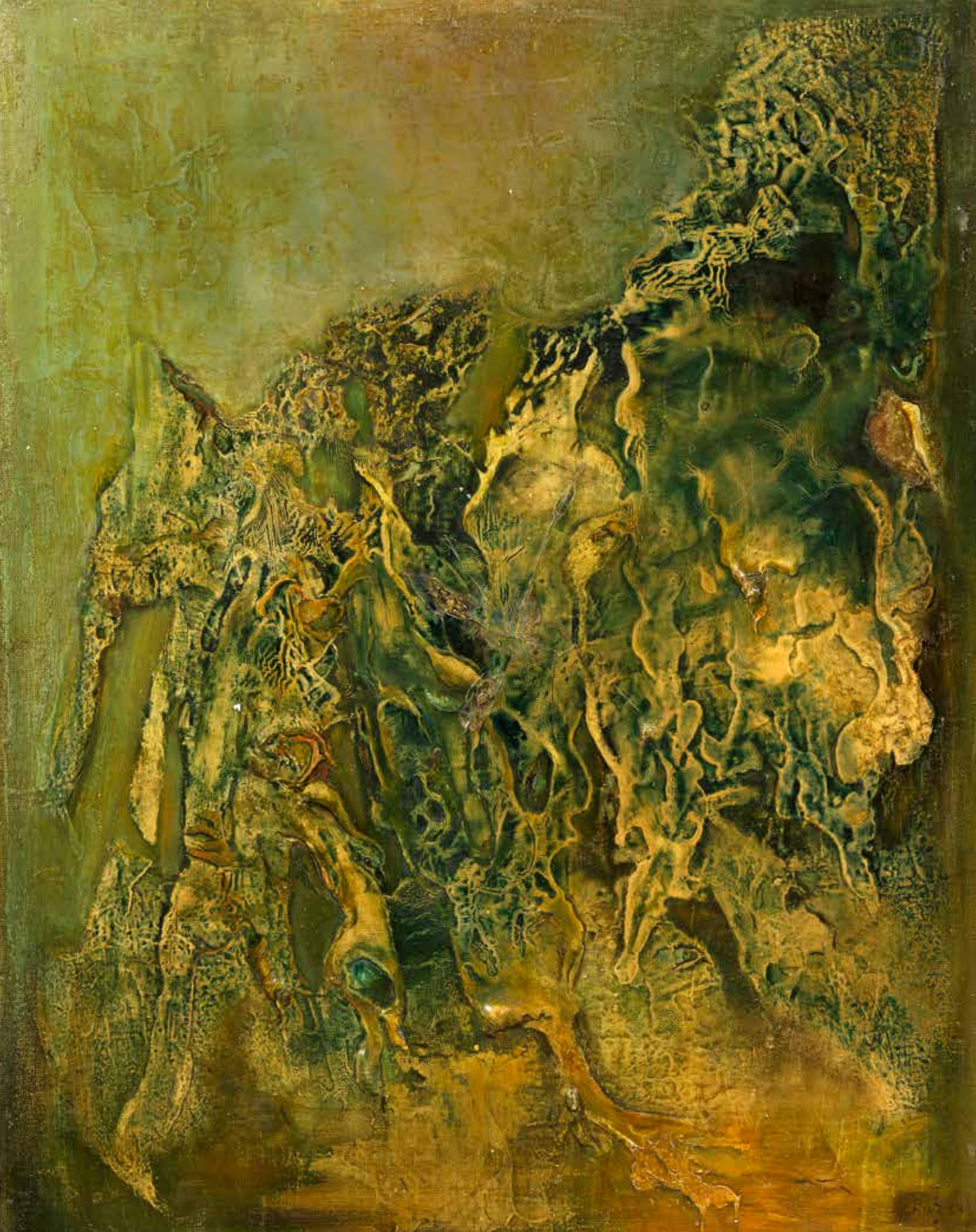
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