

THE ART OF LEBANON PART II

Wednesday 12 October 2016, at 14.00

AND

MODERN AND CONTEMPORARY MIDDLE EASTERN ART

Wednesday 12 October 2016, at 14.30 101 New Bond Street, London

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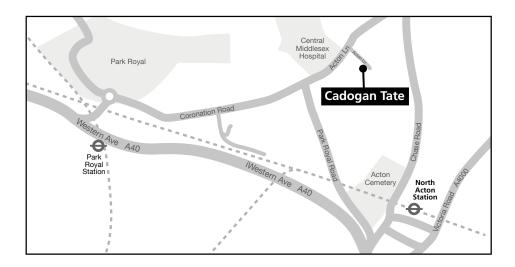
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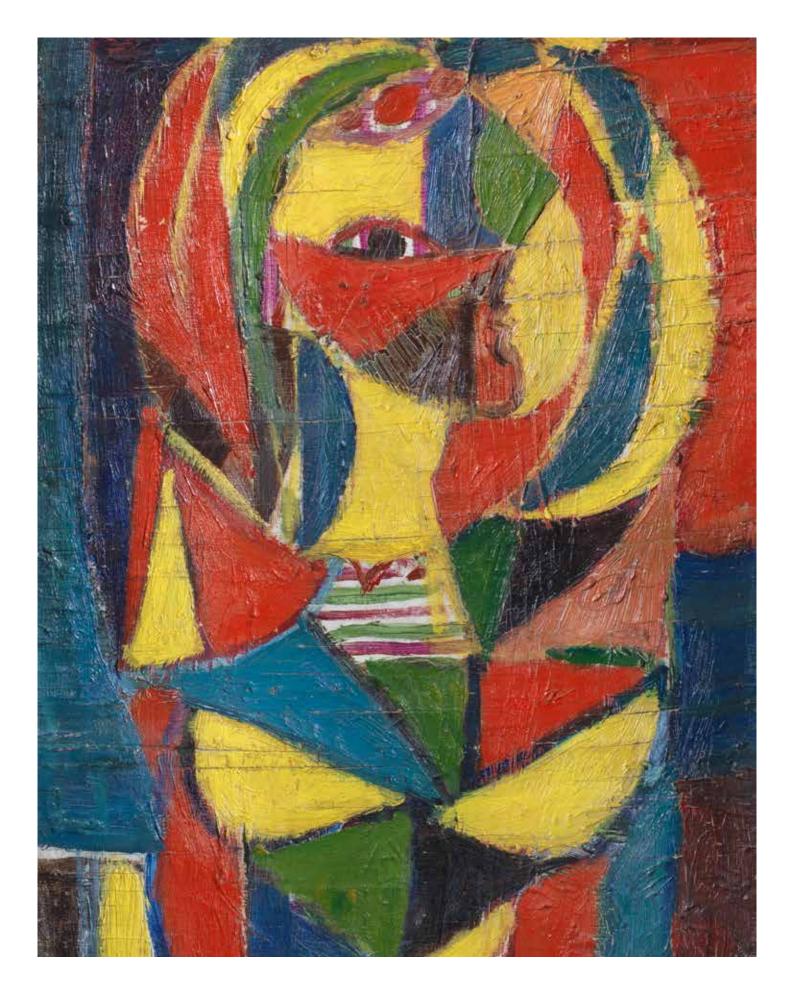
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KAHLIL GIBRAN (LEBANON, 1883-1931)

Unfinished Portrait of a Lady (documented as Fredericka Haskell) oil on canvas executed circa 1912 72 x 94cm (28 3/8 x 37in).

£20,000 - 30,000 U\$\$26,000 - 40,000 €23,000 - 35,000

Provenance

Property from the collection of Mrs Alexander Morten, Boston Purchased from the estate of the above by the present owner

Literature

In a letter to Kahlil dated October 2, 1912, Mary Haskell refers to the artist's "unfinished portrait" of Fredericka Walling (nee Haskell), Kahlil Gibran: Man and Poet, Suheil Bushruei

Bonhams have the rare privilege of presenting the second and last work by Kahlil Gibran from the estate of Mr and Mrs Alexander Morten; depicting Federicka Haskell, the sister of Gibran's mentor, patron and closest friend, Mary Haskell, the unfinished portrait exhibits all the grace, finesse and technical excellence that characterized Gibran's ouevre

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

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

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

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

In 1908, Gibrain travelled to Paris and enrolled in the popular atelier of Rodolphe Julian, through which Matisse, Bonnard, and Léger, among others, had also passed. He also attended classes at the École

"Let there be spaces in your togetherness and let the winds of the heavens dance between you. Love one another but make not a bond of love: let it rather be a moving sea between the shores of your souls"

- Kahlil Gibran

des Beaux-Arts and studied under Pierre Marcel Béronneau, a well-known painter and disciple of Gustave Moreau, It is here where he was schooled in symbolist and aestheticisim, prominent 19th century art movements that would have a marked influence on much of his subsequent work.

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

GIBRAN AND THE HASKELL FAMILY

Gibran held his first art exhibition of his drawings in 1904 in Boston, at Day's studio. During this exhibition, Gibran met Mary Elizabeth Haskell, a respected headmistress ten years his senior. The two formed an important friendship that lasted the rest of Gibran's life. The nature of their romantic relationship remains obscure; while some biographers assert the two were lovers but never married because Haskell's family objected, other evidence suggests that their relationship never was physically consummated.

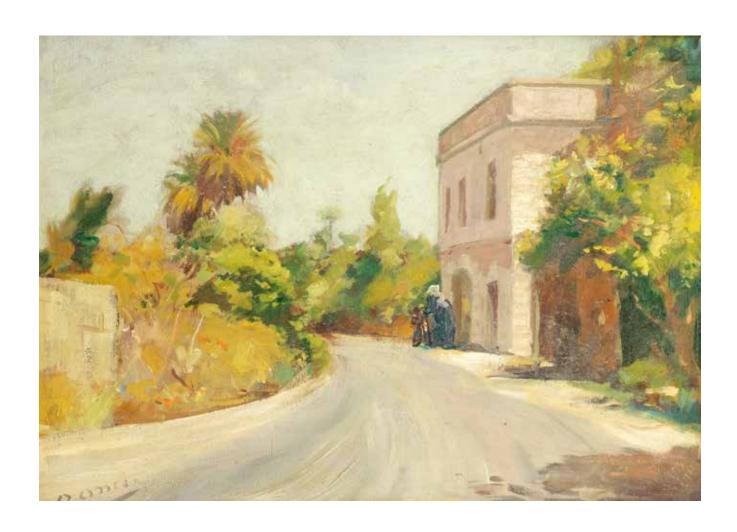
Haskell later married another man, but then she continued to support Gibran financially and to use her influence to advance his career. She became his editor, and introduced him to Charlotte Teller, a journalist, and Emilie Michel (Micheline), a French teacher, who accepted to pose for him as a model and became his close friends.

Gibran was a close friend of the Haskell family, and Fredericka, one of Mary's sisters, is documented as the subject of the present painting

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

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





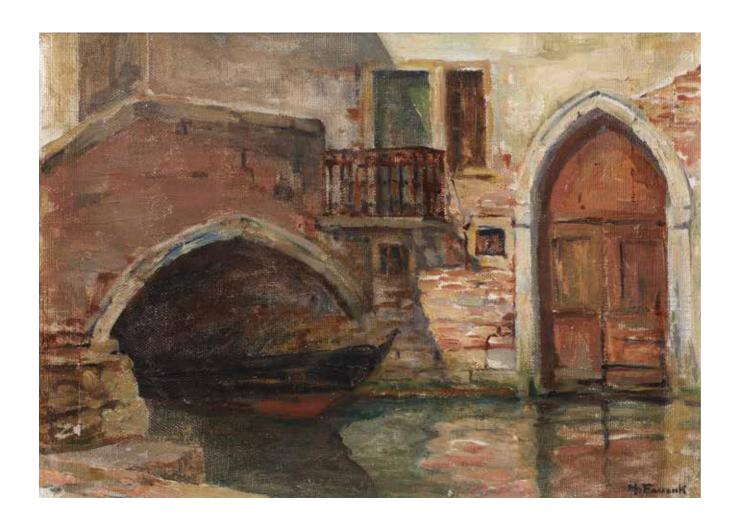
OMAR ONSI (LEBANESE, 1901-1969)

Beirut Suburbs oil on board, framed signed lower left 36 x 52cm (14 3/16 x 20 1/2in).

£6,000 - 10,000 US\$7,900 - 13,000 €7,000 - 12,000

Provenance

Property from a private collection, Belgium



2A

MOUSTAFA FARROUKH (LEBANON, 1901-1957)

View of Venice oil on canvas, framed signed (lower right), inscribed on the verso with the stamp of David Corm and Sons Gallery, Beirut 26 x 35cm (10 1/4 x 13 3/4in).

£3,000 - 5,000 US\$4,000 - 6,600 €3,500 - 5,900

Provenance

Property from a private collection, Paris

CESAR GEMAYEL (LEBANON, 1898-1958)

Reclining Nude oil on canvas, framed signed and dated 1926 (lower right) 50 x 60cm (19 11/16 x 23 5/8in).

£46,000 - 76,000 US\$61,000 - 100,000 €54,000 - 89,000

Provenance

Property from a private collection, Beirut

Graceful, elegant and sensually rendered, the present lot is a superlative example of Cesar Gemayel's sumptuous nude representations.

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

Born in the village of 'Ain al-Touffaha, near Bikfaya, Gemayel originally sought to continue in the family business by studying pharmacology at the American University of Beirut. While a student, Gemayel apprenticed in the atelier of the Lebanese painter Khalil Saleeby (1870 - 1928), well known for his portraits and nudes painted with an Impressionist focus on light. In 1927, Gemayel travelled to Paris for three years to continue his artistic development at the Academie Julien. During this period, Gemayel developed an admiration for the work of the Impressionist artist Pierre-Auguste Renoir (1841 - 1919).

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

The early influence of Khalil Saleeby on Gemayel is evident throughout the younger artist's body of work-from his choice of subject matter to the light colors of his palette and visible, loose brushstroke. Himself a student of both the American Impressionist John Singer Sargent (1856 - 1925) and Renoir, Saleeby earned a reputation as a social portraitist who worked in the manner of the Impressionists: the application of paint directly onto the canvas in short, thick brushstrokes.

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

Gemayel's figural work is accompanied by a substantial body of landscapes and still life that document the artist's creativity and technical versatility. Painting in various degrees of abstraction, Gemayel captured the horizons, agriculture, and architecture of Lebanon, during a moment when its landscape emerged as an integral component in visualizing an emergent nation-state.

Equally modernist in their abstraction are Gemayel's still life paintings. In particular, there is a series of vases overflowing with vibrant flowers set against a background built up through layered brushstrokes.

In certain canvases, the petals and leaves of the flowers themselves dissolve into a dynamic array of patterned brushstrokes. Stretching out to the edge of the canvas, Gemayel's flowers hover between a threedimensional painted reality and a two-dimensional patterned surface.

Throughout his career, Gemayel exhibited abroad and in Lebanon, showing regularly at the Parliament and the UNESCO building in Beirut. He received First Prize at the Exposition Coloniale in Paris in 1930 and was later presented with the Lebanese National Order of the Cedar. Subsequent to his premature death due to a heart attack in 1958, the Sursock Museum in Beirut honoured Gemayel's memory at the 1964 Salon d'Automne.



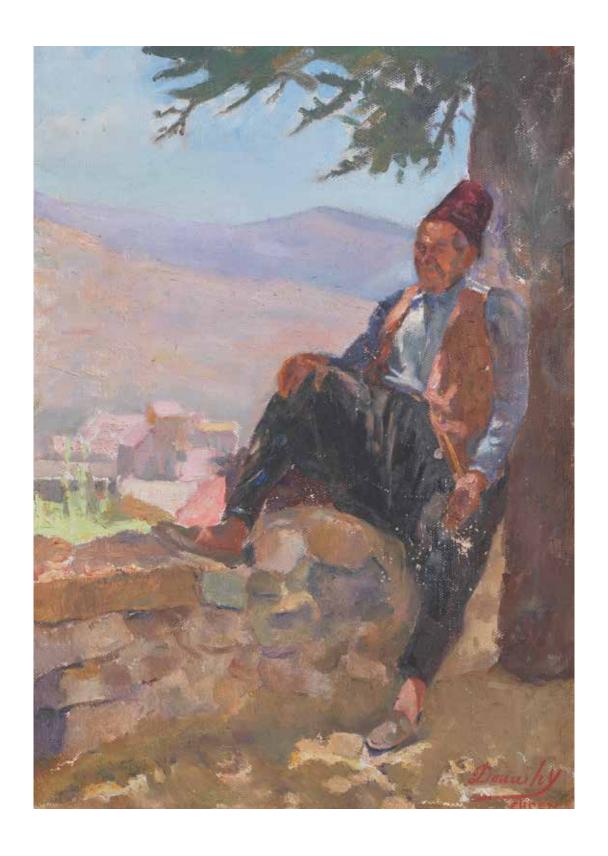
SALIBA DOUAIHY (LEBANON, 1915-1994) Portrait of a man overlooking Ehden

signed "Douaihy Ehden" lower right executed circa 1940's 46 x 36cm (18 1/8 x 14 3/16in).

£15,000 - 25,000 US\$20,000 - 33,000 €18,000 - 29,000

Provenance

Property from a private collection, London







KHALIL ZGHEIB (LEBANON, 1911-1975)

Bedouins Recreation oil on board, framed signed "Khalil Zgaib" (lower right), titled "Bedouins Recreation" on the verso, executed circa 1950's 60 x 120cm (23 5/8 x 47 1/4in).

£90,000 - 140,000 US\$120,000 - 190,000 €110.000 - 160.000

Provenance

Property from a private collection Lebanon

Exhibited

American University of Beirut, Khalil Zgheib, 1955, Beirut

The present lot is a rare and masterful example of Khalil Zgheib's inimitable portraits of village life; large, finely executed and rich in detail, it stands as perhaps one of the finest examples of the celebrated artists work.

Khalil Zhgeib was born in Dbayeh, on the outskirts of Beirut. A barber by trade, he was totally self-taught and started painting in 1954. In 1955, he held an individual exhibition at AUB, where the present work was exhibited

He participated in the Salons of the Sursock Museum, Beirut (1961, 1963, 1965, 1966, 1967, 1968, 1974); in a group exhibition at Galleria La Barcacia, Rome (1962) and at Delta Gallery, Beirut.

In 1956, he won a prize from the Ministry of National Education in Beirut and in 1968, he was awarded the Sursock Museum's First Prize for Painting. The artist was shot by a sniper at his house during the war in Beirut. In 1982, the Sursock Museum paid tribute to Zgaib along with other artists who had died since 1975.

A genre painter in the truest sense of the word, Zghaib was the observer and narrator of the popular rural customs and traditions of Lebanon: bringing to life a rich and sensual idealized world full of nostalgia - nostalgia for village life, and for the frivolity and playfulness of childhood.

Zgheib's work shows the clear aesthetic and conceptual influence of the Dutch "genre painters" of the 16th century, and in order to understand his ouvre and its unique perspective on daily life we must understand the radical shift which the genre painters engendered in the history of European art.

Renaissance Art - upon which most of Western visual arts are based was predominantly public art, commissioned by Popes, churches and secular leaders to inspire the masses with religious and moral values. Then in 1517 came the Reformation - the revolt of the Protestant countries like Holland, Germany and Flanders against the Church of Rome - with the result that religious or quasi-religious works of art abruptly declined in importance across much of Northern Europe.

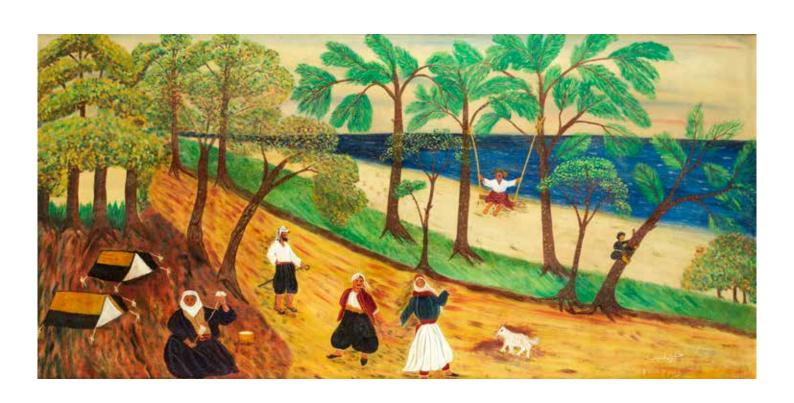
As the demand for large-scale religious paintings declined during the sixteenth century, a new artistic genre began to dominate, one which saw regular people and their daily endeavors as the focus of attention, this new "humanism" in art gave birth to some of the greatest masterpieces of what was deemed the "Dutch Golden Age".

Early examples of genre painters include Quentin Massys (c.1465-1530). Marinus van Revmerswaele (1490-1567) and Lucas van Leyden (1494-1533) – but it was the boisterous and unique style of Pieter Bruegel the Elder (1525-69) - which would stand out as supreme amongst these

Satirical, deeply human, and encompassing wide vistas that capture the humour, cacophony and vivacious nature of rural life, Zghaib, like Bruegel makes the most mundane events fascinating to view. Depicting the playful amd the absurd, but with a wholeheartedly sympathetic, narrative eye.



Pieter Bruegel the Elder, Children's Games (1560)



6* HALIM JURDAK (LEBANON, BORN 1927) Untitled dis on paper in four parts mixed media on paper in four parts signed (lower left of each panel), executed circa 1980's 30×84 cm (11 13/16 x 33 1/16in).

£18,000 - 22,000 US\$24,000 - 29,000 €21,000 - 26,000







MICHELE BASBOUS (LEBANON, 1921-1981)

charcoal on paper signed "Basbous" and dated "60" (centre botom) 50 x 30cm (19 11/16 x 11 13/16in).

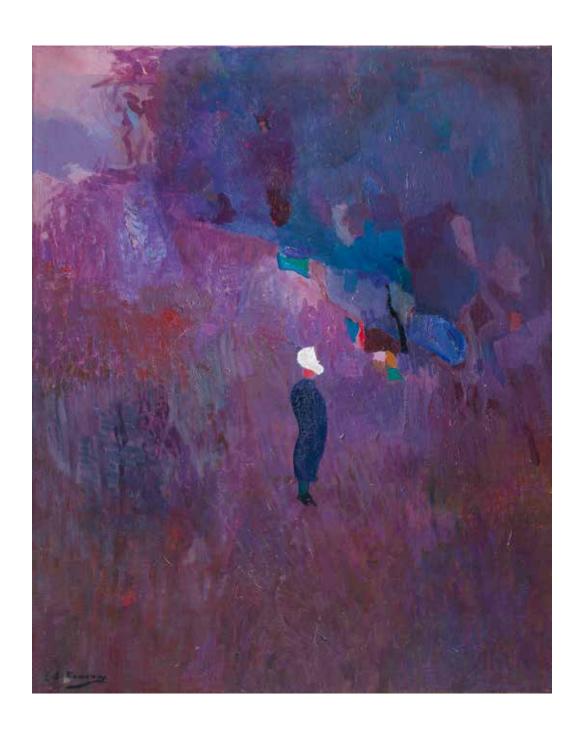
£3,000 - 5,000 U\$\$4,000 - 6,600 €3,500 - 5,900



8* **JEAN KHALIFE (LEBANON, 1923-1978)**Abstract Composition in Blue and Green

oil on canvas, framed signed "Jean Khalife" and dated 1969 (lower right) 70 x 50cm (27 9/16 x 19 11/16in).

£9,000 - 12,000 US\$12,000 - 16,000 €11,000 - 14,000



9* ELIE KANAAN (LEBANON, 1926-2009)

Jalousie Feminine oil on canvas, framed signed and titled "No 12, Jalousie Feminine" on the verso, executed circa 1980's 60 x 49cm (23 5/8 x 19 5/16in).

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



10*** ELIE KANAAN (LEBANON, 1926-2009)** Figures in Blue

oil on canvas, framed executed circa 1980's 100 x 80cm (39 3/8 x 31 1/2in).

£20,000 - 30,000 U\$\$26,000 - 40,000 €23,000 - 35,000

Provenance

Property from a private collection, Beirut

"Each Colour has its own climate, creates its own particular world: inviolate, each color speaks with quiet seduction"

- Helen Khal

HELEN KHAL (LEBANON, 1923-2009)

Untitled (Ochre over Brown) oil on canvas, framed signed and dated "1968" on the verso, executed in 1968 100 x 100cm (39 3/8 x 39 3/8in).

£40,000 - 60,000 US\$53,000 - 79,000 €47,000 - 70,000

Provenance

Property from a private collection, Lebanon

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

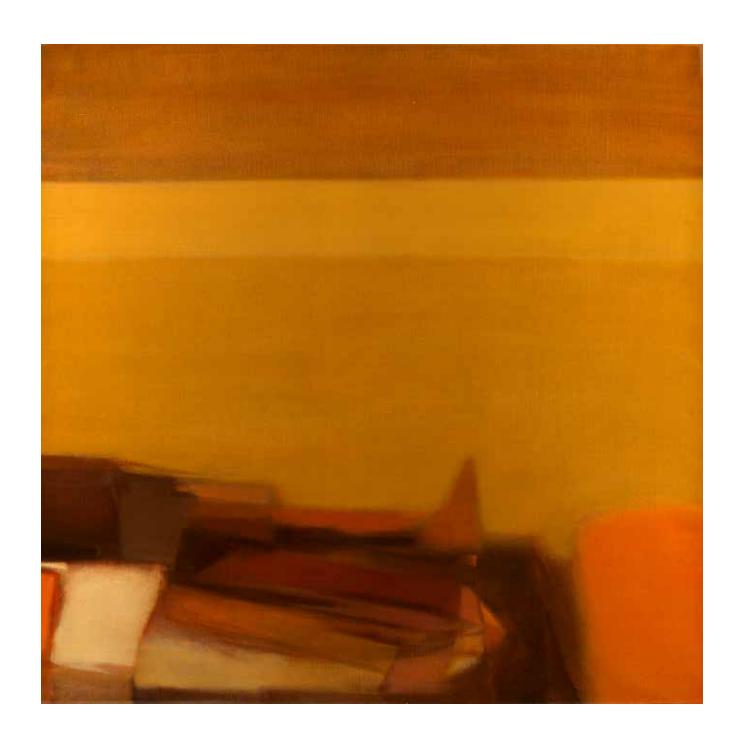
Encouraged by the Lebanese artist Aref Rayess and others, Helen Khal held her first individual exhibition in 1960 in Galerie Alecco Saab in Beirut. Her other one-women shows took place at Galerie Trois Feuilles d'Or, Beirut(1965); Galerie Manoug, Beirut (1968); at the First National

Bank, Allentown, Pennsylvania (1969); in Kaslik, Lebanon (1970); at the Contact Art Gallery, Beirut (1972, 1974 and 1975) and at the Bolivar Gallery in Kingston, Jamaica in 1975. Her work also appeared in the Biennales of Alexandria and Sao Paulo.

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

Her book The Woman Artist in Lebanon was first published in 1987 and was made possible through a grant in 1975 from the Institute for Women's Studies in the Arab World.

Helen Khal lived in Washington where she was publications consultant to the Jordan Information Bureau. She moves to Lebanon shortly before her passing in 2009

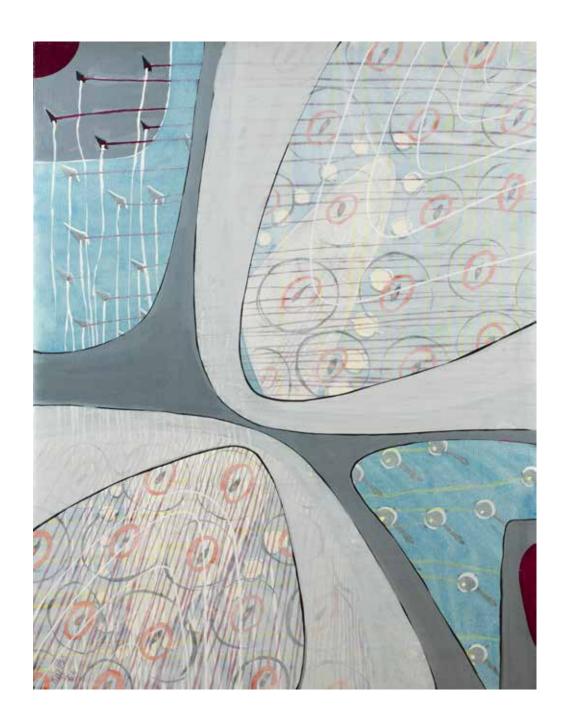




12***** AREF AL RAYYES (LEBANON, 1928-2005)

Totems on Blue oil on board, framed signed and dated "Rayyes 65" (lower right), executed in 1965 79 x 59cm (31 1/8 x 23 1/4in).

£20,000 - 25,000 U\$\$26,000 - 33,000 €23,000 - 29,000



13*****

AREF AL RAYYES (LEBANON, 1928-2005) Geometrical Composition

oil on board, framed executed in 1964 100 x 75cm (39 3/8 x 29 1/2in).

£20,000 - 30,000 U\$\$26,000 - 40,000 €23,000 - 35,000

"Painting is like surfing, you are at the top of the wave and then a moment later in the hollow. There is no fear in these hollows, even when they never end. Instead, they balance your experience and release the artist's imagination"

- Yvette Achkar

YVETTE ACHKAR (LEBANESE, BORN 1928)

Abstract Forms oil on canvas, framed signed and dated 1996 on the verso 66 x 92cm (26 x 36 1/4in).

£17.000 - 20.000 US\$23,000 - 26,000 €20,000 - 23,000

Yvette Achkar was born in Sao Paulo, Brazil, in 1928, and grew up in Lebanon. Achkar graduated from ALBA in 1957, where she was under the influence of the Italian painter Fernando Manetti and the French painter Georges Cyr, but it was during her stay in Paris, on a scholarship of the French government that her artistic career took hold. Then upon her return to Lebanon, from 1966 to 1988, she taught painting at ALBA and at the Institute of Fine Art, Lebanese University.

Achkar participated in different biennales (Baghdad, Alexandria, Paris, and Sao Paolo) since her graduation from ALBA; she has been widely

exhibited in solo and group exhibitions in Rome, Yugoslavia, Germany, and France.

In Lebanon, Achkar has been exhibited at the UNESCO Palace in Beirut, La Licorne Gallery, Alecco Saab Gallery, ALBA, Sursock Museum, Galerie Platform and more recently at Galerie Janine Rubeiz where her work has been showcased in solo exhibitions in 1989, 1996 and 2004 Achkar's work has been presented by the gallery in different art fairs: Europ'Art - Genève and Art Paris- Carrousel du Louvre, St'art in Strasbourg, Art Paris Abu Dhabi and Art Dubai.



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

- Paul Guiragossian

15*

PAUL GUIRAGOSSIAN (LEBANON, 1926-1993)

Beneath the Veil oil on canvas, framed signed "Paul.G" (lower right), executed circa 1970's 120 x 65cm (47 1/4 x 25 9/16in).

£80.000 - 120.000 US\$110,000 - 160,000 €94,000 - 140,000

Provenance

Property from a private collection, Beirut

Exhibited

1970's, Gallery 27, Paul Guiragossian, Beirut

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 the human condition. Deeply affected by the tragic events of the Armenian genocide and the suffering of the Palestnian and Lebanese people during the numerous conflicts which punctuated his life, Guiragossian works often focus on matriarchal and feminine subject matters in homage of his belief in the supremacy of the mother figure

In the figure of the mother, here seen in her "pre-maternal" form as a bride-to-be, 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.

The present painting is distinctive and unique in its replacement of Guiragossian's signature "close knit" figures with a single, monumental subject; a veiled woman, quite possibly a bride, exuding grace and a modest sensuality in her slender, poised stance. 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.

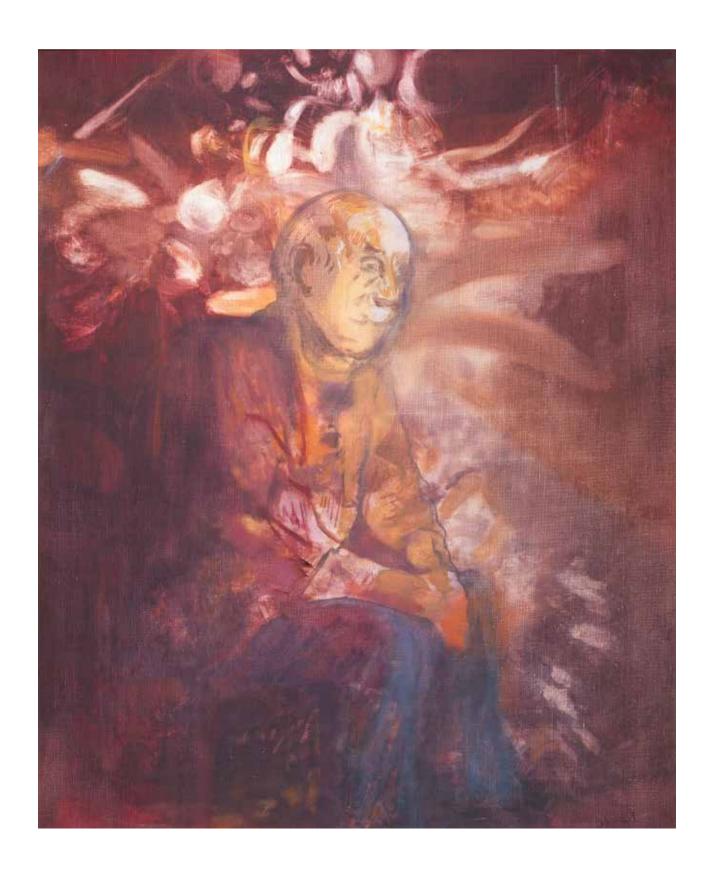


16*****

FARID AOUAD (LEBANON, 1924-1982)

Portrait of an old man oil on canvas, framed signed (lower right) 65 x 45cm (25 9/16 x 17 11/16in).

£18,000 - 22,000 US\$24,000 - 29,000 €21,000 - 26,000



"I wanted to raise the spirit of victory by getting inspiration from the image of the folk hero who is never defeated"

- Rafic Charaf

17* RAFIC CHARAF (1932-2003)

The Green Steed oil on canvas, framed signed (lower left), executed circa 1970's 90 x 80cm (35 7/16 x 31 1/2in).

£15,000 - 20,000 U\$\$20,000 - 26,000 €18,000 - 23,000

Provenance

Property from a private collection, Beirut

Inspired by Western expressionism and working in a deeply Lebanese cultural milieu, Rafic Charaf was perhaps the one among his generation of painters whose art reflected the most his own life trajectory

Born in 1932 to a close-knit Baalbek family, the blacksmith's son became a regular personality among the Beirut intelligentsia from the 1960s to the 90s. The tale goes that as a boy he was nicknamed "the black plague" because his face was always sooty from his father's furnace. His pockets bulged with lumps of charcoal which he used to draw on anything that could pass for a canvas. It is said he spared no wall or door in the whole town.

It was by chance that celebrated Lebanese poet Loutfi Haidar stumbled across a drawing on the wall of the first bookshop in Baalbek, and asked who drew it. He was told it was the son of the blacksmith whose forge was next door. "My father found the blacksmith and told him that the then-16-year-old Charaf must go to Beirut to study," says Azza Haidar, who became a close friend of Charaf.

Through Loutfi Haidar's connections with the director of the Lebanese Academy of Fine Arts, Charaf enrolled at the academy on a full scholarship in 1952. His talent was recognized internationally. In 1955 he was invited by the Spanish government to study for two years on scholarship at the San Fernando Royal Academy in Madrid. This was followed in 1960 by a sojourn at the Piettro Vanucci academy in Perugia courtesy of the Italian government.

Charaf went through a number of overlapping and evolving phases in his

career. In the early 50s he was deeply inspired by the struggles of the poor in his native Baalbek. He used to draw many of these in charcoal, and his expressionism evolved out of the poverty he witnessed.

Beginning in the 60s he became influenced by folk poetry and art, orally recounted tales glorifying the hero – this being the source of his interest in Antar and Abla, the mythical pre-Islamic hero and his romantic love.

He simultaneously he mixed Koranic calligraphy with his heroic paintings. In the mid-70s employing calligraphy combined with traditional Arab talismans, charms and symbols became his subject.

The |Antar" phase is one of Charaf's most important. Based on the paintings of Abu Subhi al-Tinawy, a popular artist whose folkloric drawings on glass can still be found in Damascene souks, Charaf was a pioneer in transforming traditional handicraft into high art.

Originating after the 1967 war, they were a response to the Arab world's feelings of defeat. Charaf wanted to show the heroism of past ages.

"I wanted to raise the spirit of victory by getting inspiration from the image of the folk hero who is never defeated," Charaf said in Direction, "and the waiting in our people for a hero to come and redeem them."

The present work reflects this "heroic" agenda; drawing on early Islamic history and stories such as the Martyrdom of Imam Hussein to bring to life the myth and heroic folklore of his native traditions.

Rafic Charaf was a truly iconic painter. His paintings, are an autobiography of his life and a homage to the grandeur of his culture.



18*****

ASSADOUR (LEBANESE, BORN 1943)

0#00GMT oil on cavas, framed executed between 1987-2009, signed, dated and titled on the verso (in English 120 x 120cm (47 1/4 x 47 1/4in).

£17,000 - 24,000 US\$23,000 - 32,000 €20,000 - 28,000



19* CHUCRALLAH FATTOUH (LEBANON, BORN 1956) Diptych oil on canvas in two parts

executed in 2015 146 x 69 cm each

£3,000 - 5,000 US\$4,000 - 6,600 €3,500 - 5,900







FATIMA EL HAJJ (LEBANON, BORN 1953)
Mother and Child
mixed media on canvas, framed
executed in 2014
89 x 116cm (35 1/16 x 45 11/16in).

£5,000 - 7,000 US\$6,600 - 9,300 €5,900 - 8,200



21* NICHOLAS FATTOUH (LEBANON)

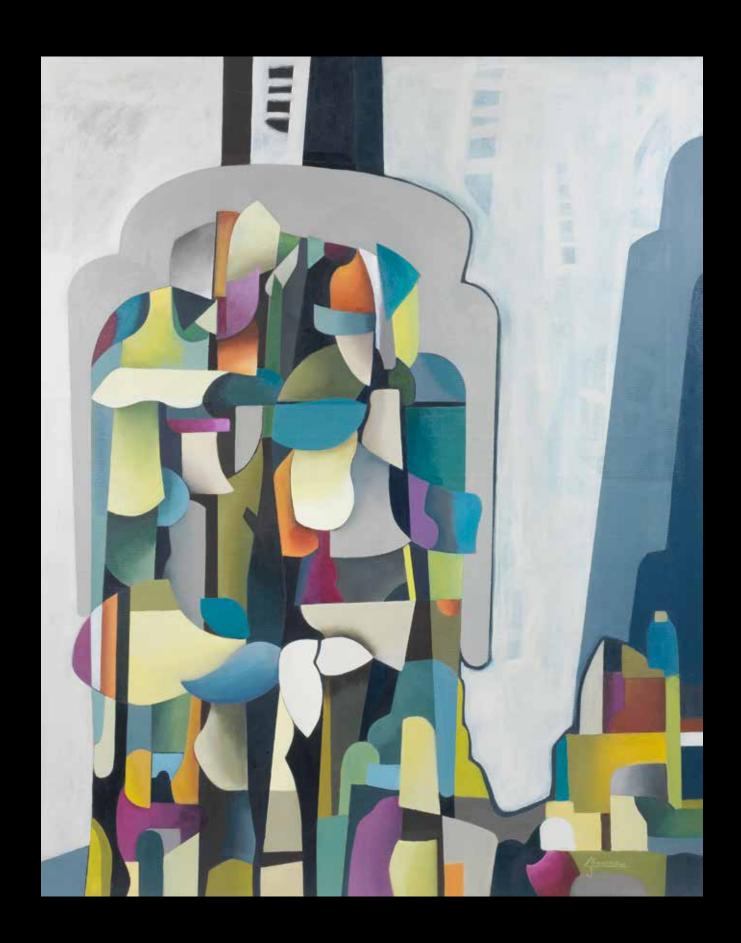
Faces pastel on paper in six parts executed in 2015 25 x 25 cm each

£1,000 - 2,000 US\$1,300 - 2,600 €1,200 - 2,300

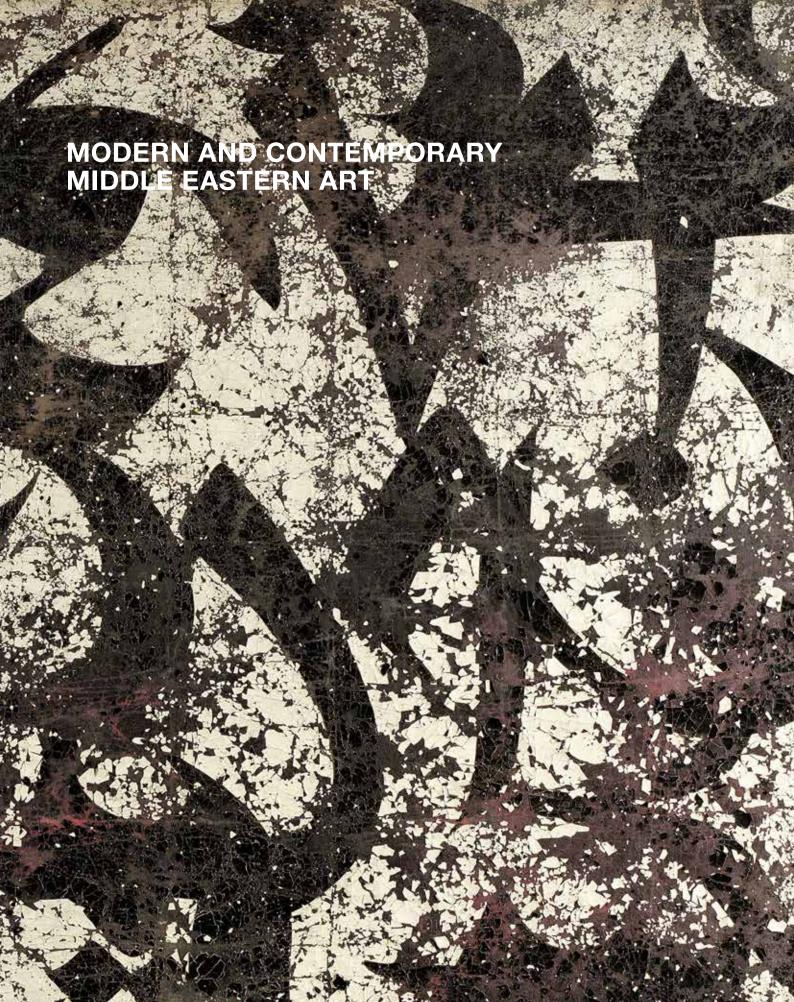
JANET HAGOPIAN (ARMENIAN, BORN 1967)
Cast Memory
oil on canvas, framed
executed in 2014
120 x 95cm (47 1/4 x 37 3/8in).

£3,000 - 5,000 U\$\$4,000 - 6,600 €3,500 - 5,900

23 - 29 No lots







A GROUP OF WORKS BY FAHR EL-NISSA ZEID

FROM THE ESTATE OF HER PERSONAL ASSISTANT



The Artist in her studio, Paris

FAHR EL-NISSA ZEID (TURKISH, 1900-1991)

Paisley Composition in Green oil on canvas, framed executed circa 1960's 75 x 62cm (29 1/2 x 24 7/16in).

£1,000 - 2,000 US\$1,300 - 2,600 €1,200 - 2,300

Provenance

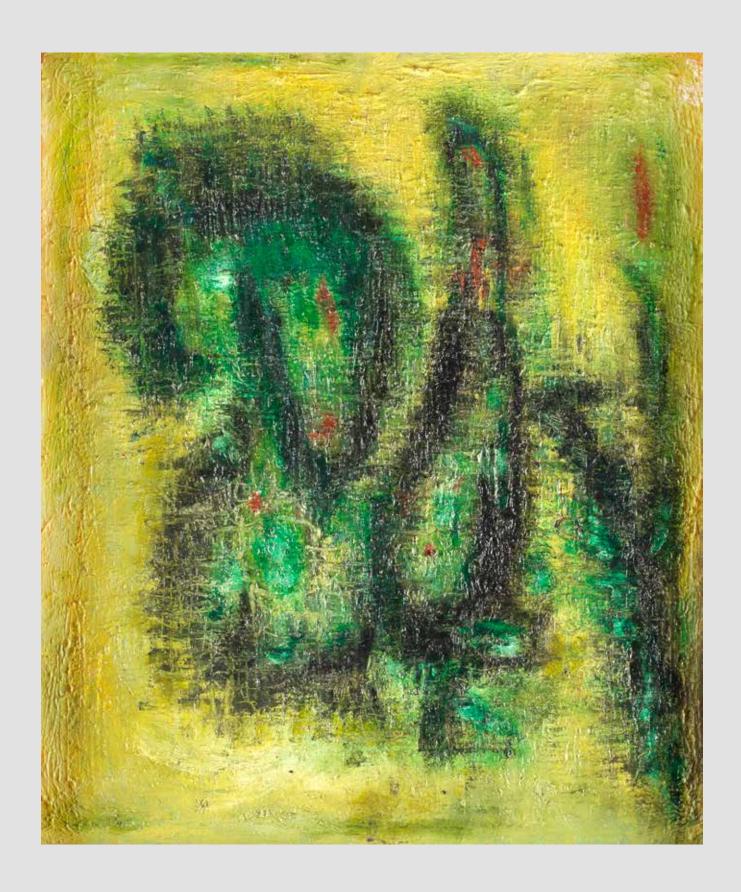
Property from the collection of Fahr El-Nissa Zeid's personal assistant, gifted directly from the artist circa 1970's

The following paintings are from an extensive collection of works given to the vendor by the artist Fahrelnissa Zeid in the mid 1970;s when she left her homes in London and Paris to return to Amman. The majority of the collection was sold in these rooms in October 2012 setting a world record for a group of works by the artist. The present works comprise the final constituents of the collection after the passing of the vendor and are offered here at no reserve

Profusely creative and astoundingly versatile Fahr El Nissa Zeid was an artist par excellence. One of the first women to attend the

Fine Arts Academy in Istanbul, Fahr El-Nissa went on train at the Academi Ranson in Paris under Roger Bissiere. After marrying into the Hashemite Royal family of Jordan Fahr El-Nissa participated in a spate of international solo exhibitions in London, Paris, and New York and the Middle East before settling in Amman in 1976, after the death of her husband Prince Zeid.

Zeid addressed a variety of themes and subjects in her artworks, including scenes of everyday life and portraits of family members, relatives, and friends. In her portraits, Zeid exaggerated her subjects' features. The large rounded eyes and elongated faces she rendered are reminiscent of Byzantine iconography and Egyptian Fayum portraits. Although Zeid's art is predominantly abstract, her style is unique and draws on Sufism, the mystical branch of Islam.





31

FAHR EL-NISSA ZEID (TURKISH, 1900-1991)

Retour de la Fleur (Return of the Flower) oil on canvas, framed inscribed "Retour de la Fleur" on the verso, and dated "1954-1955", inscribed "tout seus" (any direction), executed between 1954-1955 51 x 60cm (20 1/16 x 23 5/8in).

£1,000 - 2,000 US\$1,300 - 2,600 €1,200 - 2,300

Provenance

Property from the collection of Fahr El-Nissa Zeid's personal assistant, gifted directly from the artist circa 1970's



32

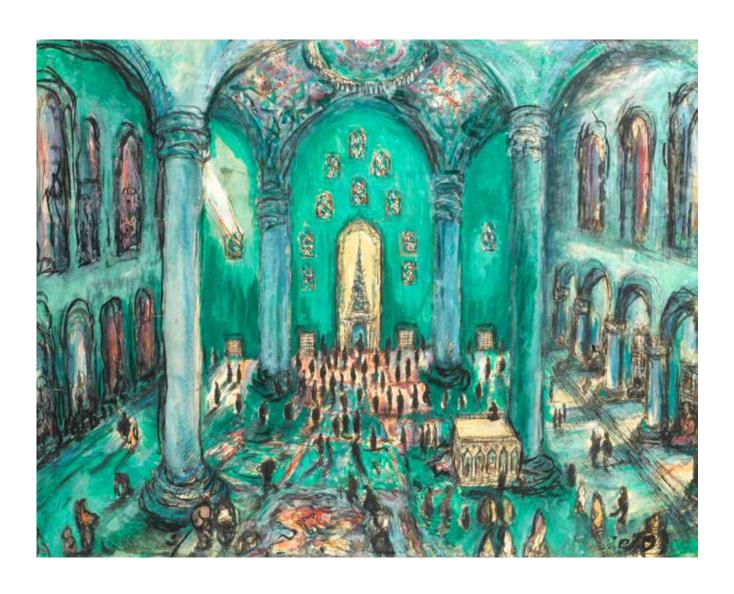
FAHR EL-NISSA ZEID (TURKISH, 1900-1991)

Sotto il Mare Ischia gouache on paper, framed stamped "Fahrelnissa Zeid, Sotto il Mare Ischia" (verso), executed circa 1940's 28 x 40cm (11 x 15 3/4in).

£400 - 600 US\$530 - 790 €470 - 710

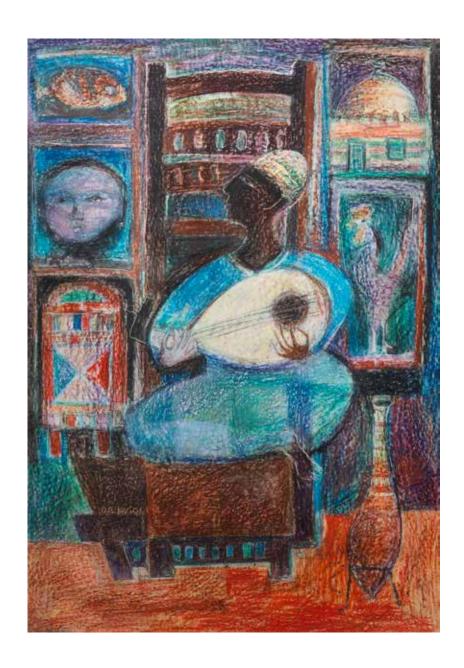
Provenance

Property from the collection of Fahr El-Nissa Zeid's personal assistant, gifted directly from the artist circa 1970's



FAHR EL-NISSA ZEID (TURKISH, 1900-1991)
Interior of the Blue Mosque - Istanbul gouache on paper, framed executed circa 1940's 47 x 61cm (18 1/2 x 24in).

£2,000 - 3,000 US\$2,600 - 4,000 €2,300 - 3,500



OMAR EL-NAGDI (EGYPT, BORN 1931)

The Mandolin Player mixed media on paper signed (lower left), executed late 1970's 100 x 70cm (39 3/8 x 27 9/16in).

£3,000 - 5,000 US\$4,000 - 6,600 €3,500 - 5,900

Provenance

Purchased direct from El Nagdi in the United Arab Emirates, whilst the artist was working on a group of murals, circa late 1970's

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

- Marie Cavadia, Le Semaine Egyptienne, 31 January 1936

"Magic is renewable every day in his work"

- Ramses Younan

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

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

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

⁻ Marie Cavadia, Le Semaine Egyptiene, January 1936



"L'ILE HEUREUSE" A LOST MASTERPIECE BY MAHMOUD SAID

THE MOST ICONIC EXAMPLE OF 20TH CENTURY EGYPTIAN ART

35

MAHMOUD SAID (EGYPT, 1897-1964)

L'île Heureuse

oil on wood, in original artists frame signed and dated 'M.SAÏD 1927' (centre right); signed, dated and titled 'MAHMOUD SAÏD L'ILE HEURESE 1927' (on the reverse of the frame), stamp of the Societe Des Amis De L'Art affixed (on the verso) bearing the title "Salon 1928 No.454" 80 x 70cm (31 1/2 x 27 9/16in).

£200,000 - 300,000 US\$270,000 - 400,000 €240,000 - 360,000

Provenance

Property from a private collection Athens,

Presented as a gift from the artist to Jean Nicolaides, Alexandria, circa 1930's

Thence by descent to the family of Jean Nicolaides, Athens, Acquired directly from the above by the present owner

Exhibitions

Cairo, Palais Tigrane, Société des Amis de l'Art sous le Patronage de S.M. Le Roi, Salon du Caire 1928, January 1928, no. 454. Guézireh, Société des Amis de l'Art sous le Patronage de S.M. Le Roi, Catalogue de la rétrospective des oeuvres de Mahmoud Saïd. 1921-1951, 1951, no. 54 (not illustrated).

Alexandria, Musée des Beaux-Arts & Centre Culturel, À l'occasion du Huitième Anniversaire de la Révolution: Exposition rétrospective des oeuvres du peintre lauréat MAHMOUD SAÏD, 26 July – 26 August 1960, no. 115 (not illustrated).

Literature

Hostelet, Christine. La Peinture au Salon 1928 des Amis de l'Art. La Semaine Égyptienne, nos. 3-4. Cairo. 20 January 1928, p. 8 (illustrated; titled: L'île heureuse);

Naghi, Mohamed. La Peinture et la Sculpture Contemporaines en Egypte. L'Art Vivant en Egypte, no. 98. Cairo. 15 January 1929, p. 73 (illustrated; titled: L'île heureuse);

La Semaine Égyptienne. Cahiers des peintres et sculpteurs de l'Égypte moderne no. 1; Mahmoud Saïd. 31 January 1936, no. 59 (illustrated p. 10); Rassem, Ahmed. Mahmoud Saïd, The Painter. The book El-Zelaal: A Page from Art in Egypt.

"النط". Special Edition. Cairo. May 1936 (illustrated; unpaged);

Rassem, Ahmed. Mahmoud Saïd. Al-Majallah Al-Jadida, July 1936, p. 45 (illustrated);

Boctor, Gabriel. Artistes contemporains d'Egypte : Mahmoud Saïd. Cairo: Editions Aladin, 1 October 1952, p. 27 (illustrated);

Azar, Aimé. La peinture moderne en Égypte. Les Editions Nouvelles. Le Caire. 1961, p. 33 (illustrated no. 19);

Al-Shaal, Mahmoud Al-Nabawy. Art Appreciation. "يَوْنْكُالْ أَيُوْنِكُالْ . Printed by Dar Memphis for Printing. June 1964, p. 145 (illustrated); Dawastashy, Esmat. Mahmoud Saïd: Memorial Book on the Pioneer of Contemporary Egyptian Painting – On the 100th Anniversary of his Birth.

"און אינין הייטוליאף (ניס אייטוליאף ניסטין אינין אינים און ניסטין אינים אינים

El-Razzaz, Mostafa. Mahmoud Saïd (in Arabic). Cairo. 1997, p. 252 (illustrated);

Fadel, Layla Aboul Seoud Mohamed. Modulation of the Human Form in Contemporary Egyptian Painting. "ريوصت الله اي ف ي ناس نال الكاثر له الريوح ت". Painting Section. Faculty of Fine Arts. University of Helwan. 2003, p. 192 (illustrated);

Azar, Aimé. La peinture moderne en Égypte - up to 1961. Translated by Edwar Al-Kharat and Naim Attiya. Reviewed by Edwar Al-Kharat. Cairo: Supreme Council of Culture, National Project for Translation. 1st Edition. 2005, p. 41 (illustrated);

Al-Shafei, Rawya Ossama. Artist Mahmoud Saïd: An Artistic and Analytical Study. MA Thesis. Faculty of Fine Arts of Alexandria, 2012, fig. 47 (illustrated).



"It is only in 1927, upon completion of the painting L'ile heureuse, that Mahmoud Said discovered his true identity"

- Dr Mohamed Ahmed Hassan Salem, former Head of the Department of Painting, Faculty of Fine Arts, Alexandria University

Bonhams have the rare privilege of presenting one of the most exquisite and significant works by the doyen of Egyptian art, Mahmoud Said, ever to come to the market. Poignant, enigmatic and powerful, "L'ile Heureuse" is a milestone work in the artistic development of Mahmoud Said, being specifically identified by scholars and academics as the seminal masterpiece which established his signature style. Said's empathetic and stylized representations of Egyptian daily life, enunciated by the present work, would later be regarded as the supreme expression of Egyptian artistic heritage in the twentieth century.

Tender and ennobling in its portrayal of the dignified Egyptian fellaha (or peasant woman), L'Isle Heureuse is evidence of an artist, who belying his aristocratic heritage and classical artistic training, captured the true spirit of the age in his penetrative renderings of the Egyptians and their everyday plight.

Lost for nearly half a century, the present work comes to the market for the first time since being presented as a gift from the artist to his close friend, Jean Nicolaides, a successful Greek architect living in Alexandria in the 1930's. Making its way from Alexandria to Athens during the Greek exodus from Egypt in the 1960's, the painting had already left an indelible mark on the Egyptian art scene, having been exhibited numerous times in Egypt including at the Musée des Beaux-Arts in Alexandria, as well as appearing in over a dozen publications. Never before photographed or published in colour, the present sale provides collectors and aficionados with the first opportunity to truly appreciate the splendour of this pivotal work.





THE ARTIST

MAHMOUD SAID

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

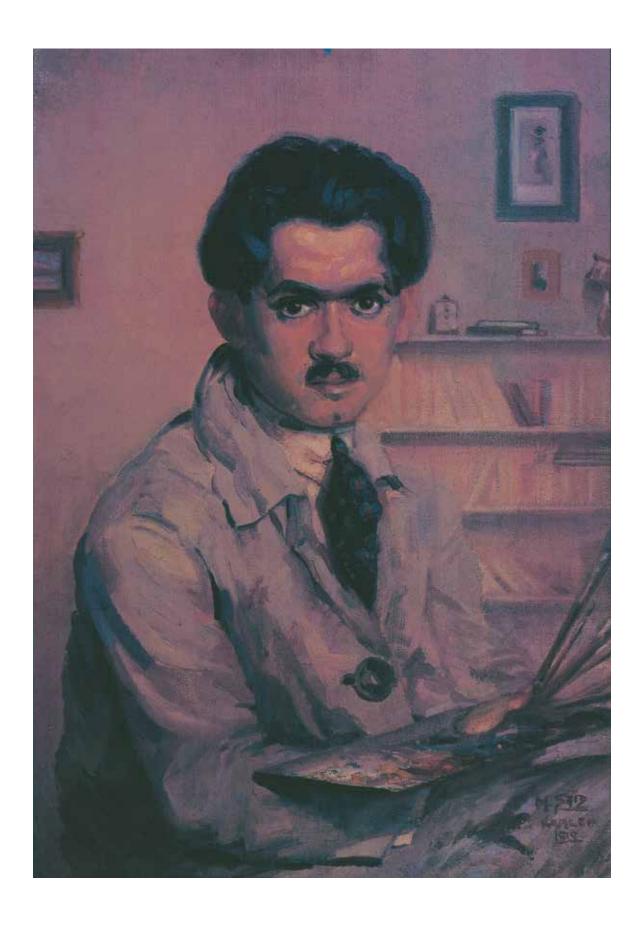
- Mahamoud Said, Letter to Beppi-Martin, 1927

Mahmoud Said's body of work is considered as one of 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 Milieu of the Egyptian gentry, a subject matter wholly rejected in his artworks, reflecting a sincere desire to divert his artistic gaze towards the land of Egypt and of common Egyptians, a stark contrast to the Euro-centric aristocracy which surrounded him.

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

Mahmoud Said was taught by the Italian artist, Amelia Casonato Daforno, 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.



THE ARCHITECT

JEAN NICOLAIDES



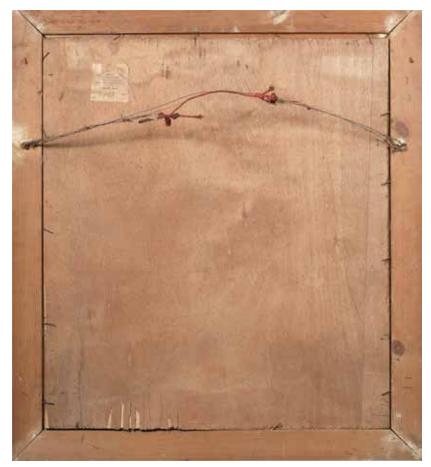
Mahmoud Said's portrait of Jean Nicolaides, 1936

During the peak of Mahmoud Said's career, Alexandria was a cosmopolitan city rife with a vibrant cultural milleu, the Greeks in particular formed one of the most prominent minorities in Alexandria, once numbereing some 150,000. Traders, businessmen, philanthropists and artists moved among the cosmopolitan society of Alexandria. Their legacy is still to be seen today, not only in their historical influence, their writings, teachings and their influence on the society of Egypt and Greece, but also in the structures which they designed and built - hospitals, churches, schools, public buildings and mansions.

With the establishment of the new sovereign regime of Gamal Abdel Nasser, rise of Pan-Arab nationalism, and the subsequent nationalisation of many industries in 1961 and 1963, thousands of Greek employees decided to abandon the country. Many Greek schools, churches, small communities and institutions subsequently closed, but many continue to function to this day. The Nasser regime saw a big exodus of the Greeks from Egypt, but most of the minority left the country either before or after the period 1952-1970. The Arab-Israeli wars of 1956 and 1967 contributed to the uprooting of the sizeable Greek community in the Suez Canal cities, especially Port Said.

The present work was originally presented as a gift from Mahmoud Said to Jean Nicolaides. Jean Nicolaides was a prominent member in Alexandrian artistic circles, being a well-known local architect and a long time friend of Mahmoud Said. Their friendship is testament to a period of Egyptian, and specifically Alexandrian history, which saw openness, cultural exchange, and multi-cultural co-existence as its key characteristics.





Reverse of the present painting

1927

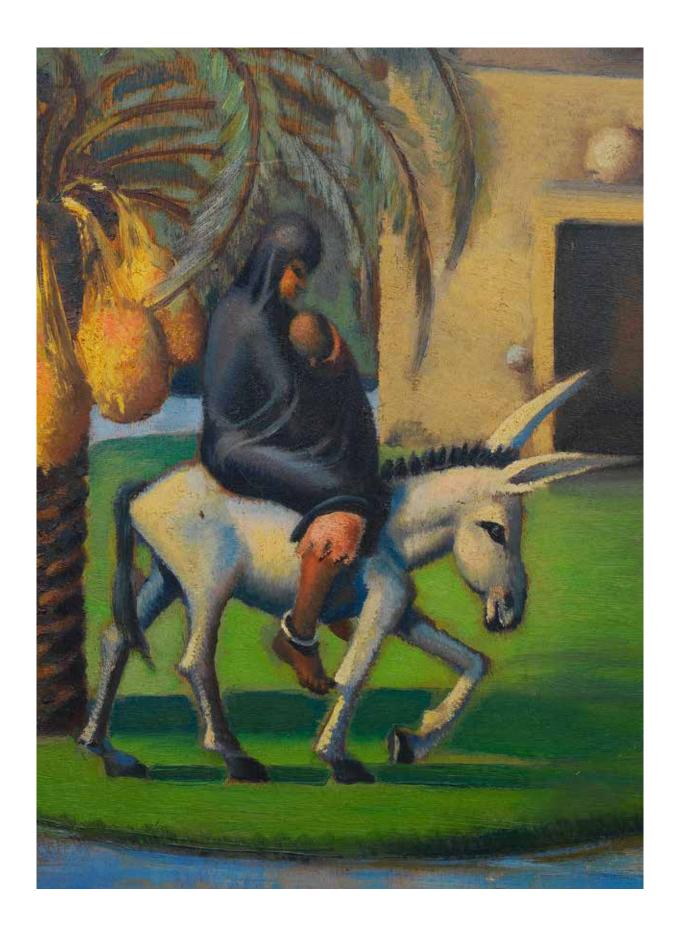
L'ISLE HEUREUSE AND THE DISCOVERY OF MAHMOUD SAID'S TRUE IDENTITY

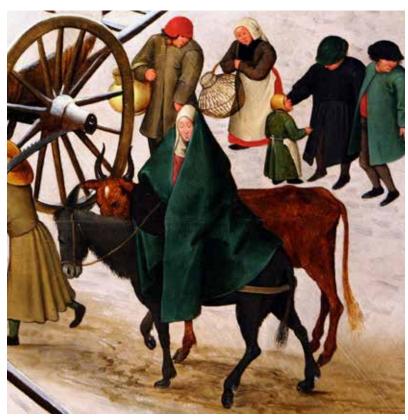
"Mahmoud Said studied portraiture at the hand of the artist Arturo Zanieri (1955-1870) who ran a painting studio on Nabi Daniel St. in Alexandria. Amongst those who studied with Mahmoud Said in the Zanieri studio in the year 1915 were his cousin Ahmed the artist and draughtsman, and Sharif Sabri, King Farouk's uncle.

They went there every Sunday of the week to study art. And there were others who sought to pursue their studies there, namely the artists Seif and Adham Wadly. Mahmoud Said often advised them to not be mere imitators of Zanieri, who moulded his students in his manner.

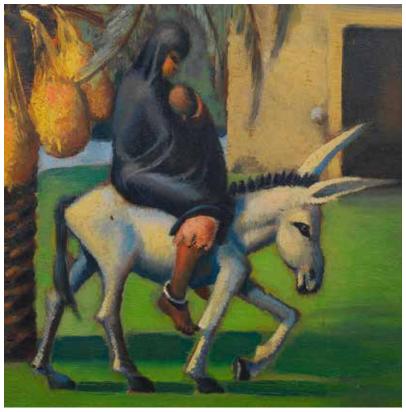
Said recounted to them how he arrived at his distinctive style in drawing and colouring with difficulty. Therefore we see that Mahmoud Said's paintings from the start, especially his portraits, were not easily freed from the influence of Zanieri. The first of the paintings that demonstrated Mahmoud Said's true identity that persisted from then on was the painting "The Happy Isle".

- Doctoral Thesis, May 1975, Ahmed Hassan Salem, former Head of the Department of Painting, Faculty of Fine Arts, Alexandria University





Detail from The Census at Bethlehem by Bruegel the Elder



A detail from the present painting

"The Flemish Primitives carried me away by their carefully thought out compositions, by their depth and the sobriety of their colour tones, by their profound understanding of shapes, and particularly by their penetrating humanity"

- Mahmoud Said, Le Semaine Egyptienne, January 1936

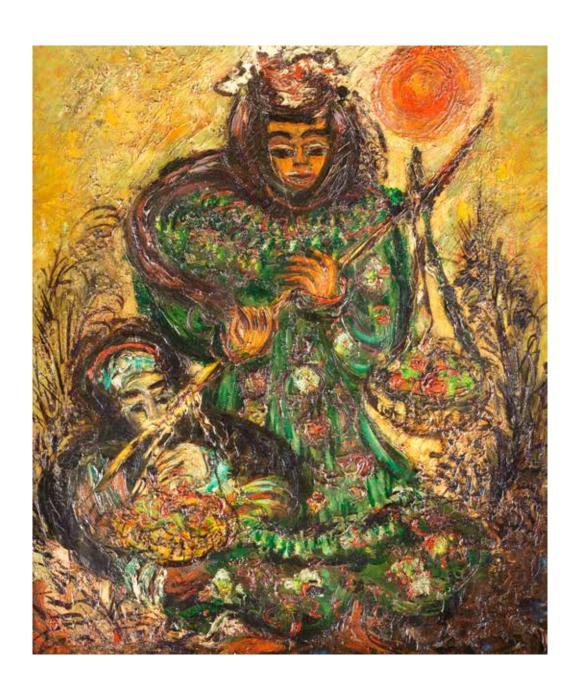
Mahmoud Said held profound admiration for early Dutch painting and specifically the works of the Flemish Primitives and Dutch realists, an influence which is both artistically and conceptually articulated in his works. In their ground-breaking movement away from the high flown, court and religious art of the renaissance, the "genre painters" of the Dutch Golden Age completely subverted the values of classical artistic tradition, choosing to portray ordinary scenes of everyday life and place the common man as the locus of their works.

The same conceptual shift is evident in Said's oeuvre, and in many ways writ large in his life trajectory; the movement towards a vernacular, humanized art-form marked not only an artistic shift for Said, but a shift from his own aristocratic milieu. What we see in L'Ile Heureuse is the apotheosis of Said's ultimate artistic agenda: which was his ache for capturing the innefible nobility of the common Egyptian.

What we encounter in L'Ile Heureuse is exmaplary of Said's perpetual interest in penetrating the human landscape of every day Egypt: unveiling the "noble suffering" of the peasants and farmers upon whose backs the glory and survival of Egypt rested.

In his emotive renditions, Said' goes further than the strictly "realist" depictions of the Dutch Masters. An almost surreal, metaphysical air surrounds his vibrant composition, with its exuberant, larger than life date trees, its skewed sense of scale, and the surreal and improbable topology of the isle on which the figures rest

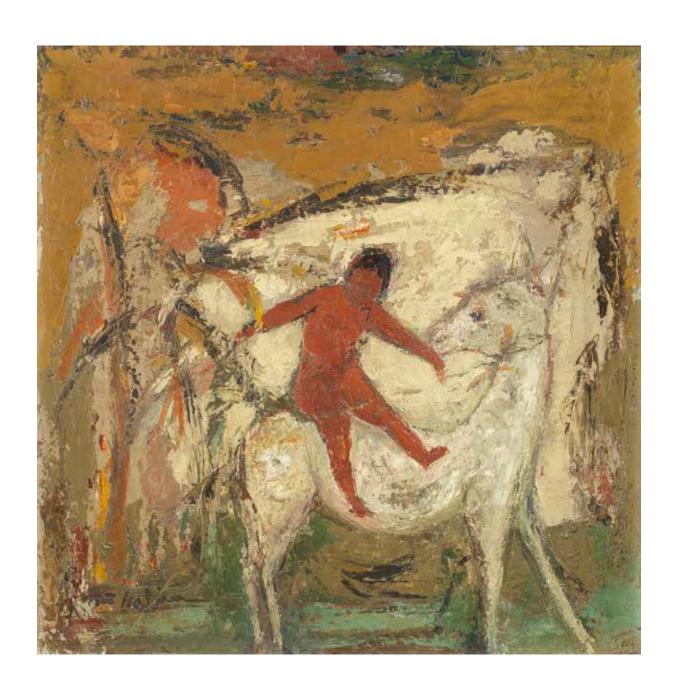
Characterized by an atmosphere of nostalgia and longing, in Said's depiction we get a stylized, purified symbol of the beauty and dignity of Egypt and its people. Well documented, widely exhibited, and with a provenance that testifies to its brilliance, L'Ile Heureuse survives as one of the most elegant and iconic examples of Mahmoud Said's work.



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

Nubian Dawn oil on glass, framed signed "T.Halim 1945" (lower right), executed in 1945 52 x 45cm (20 1/2 x 17 11/16in).

£12,000 - 15,000 U\$\$16,000 - 20,000 €14,000 - 18,000



37***** TAHIA HALIM (EGYPT, 1919-2003) The Donkey Rider oil on board, framed signed (lower left), executed circa 1960's

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

£12,000 - 15,000 U\$\$16,000 - 20,000 €14,000 - 18,000



38* CLEA BARDARO (EGYPT, 1913-1968)

Still Life oil on board, framed signed (lower left) 43 x 39cm (16 15/16 x 15 3/8in).

£5,000 - 7,000 US\$6,600 - 9,300 €5,900 - 8,200

Badaro was born in Cairo in 1913, on the island of Zamalek. After the death of her Greek mother, her father, who was a lawyer and business man, took his two daughters, Jeanne and Clea, to live with their maternal grandmother in Montreux, Switzerland.

Bardaro attended school in Montreux until age sixteen, Badaro, and then enrolled at the Académie des Beaux Arts in Lausanne. There she designed a number of posters, one of which she sold to Josephine Baker who was on tour in Switzerland at the time. In her final year, she was awarded the Grand Prix for her poster entitled L'Égypte, which was later acquired by the Egyptian Ministry of Communications. She graduated in about 1934.

Badaro returned to Egypt after graduation and settled in Alexandria. During the war years she worked in the hospitals and canteens frequented by soldiers returning from battle in the northern desert.

During that time she painted scenes of sailors, bars, and soldiers in cabarets, some of which today can be found in Egyptian museums of modern art. She established a studio in the Atelier of Alexandria. She was introduced there to the British novelist Lawrence Durrell who was posted in Alexandria during the war as press attaché for the British Foreign Office Bardaro sketched Durrell, and he in turn would later portray her as the character "Clea" in his tetralogy: "The Alexandrian Quartet"



39***** KAMEL MOUSTAFA (EGYPTIAN, 1917-1982)

oil on panel, signed lower left, framed executed circa 1943 35 x 30cm (13 3/4 x 11 13/16in).

£3,000 - 5,000 US\$4,000 - 6,600 €3,500 - 5,900

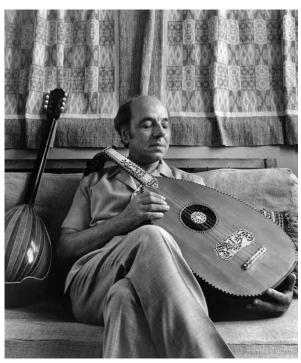
Property from the artists family, Alexandria

Born in Alexandria, Kamel Moustafa exhibited his artistic talents early on in life, and encouraged by the great Mahmoud Said, he joined the Cairo high School of Fine Arts in 19356.

In 1946 Moustafa was granted a state scholarship for post graduate

studies in Fine Arts in Italy. It before his tenure in Italy that the present work was executed, during the period in which his subject matters were distinctly Egyptian; painted scenes of Islamic and Egyptian monuments and practicing in a vernacular aesthetic

When he left for his period of study in Italy. There he was exposed to various trends, including post-impressionism other modernist styles which came to dominate his work



The artist with a Mandolin

HUSSEIN BICAR (EGYPT, 1913-2002)

The Semsemia Players oil on canvas, framed signed (lower left) and dated 1990, bearing the stamp from the Alexandria Faculty of Fine Arts (on the verso) and the Egyptian Ministry of Culture 70 x 50cm (27 9/16 x 19 11/16in).

£25,000 - 50,000 US\$33,000 - 66,000 €29,000 - 59,000

Provenance

Property from a private collection, Alexandria

Literature

For a similar version of the present work, see

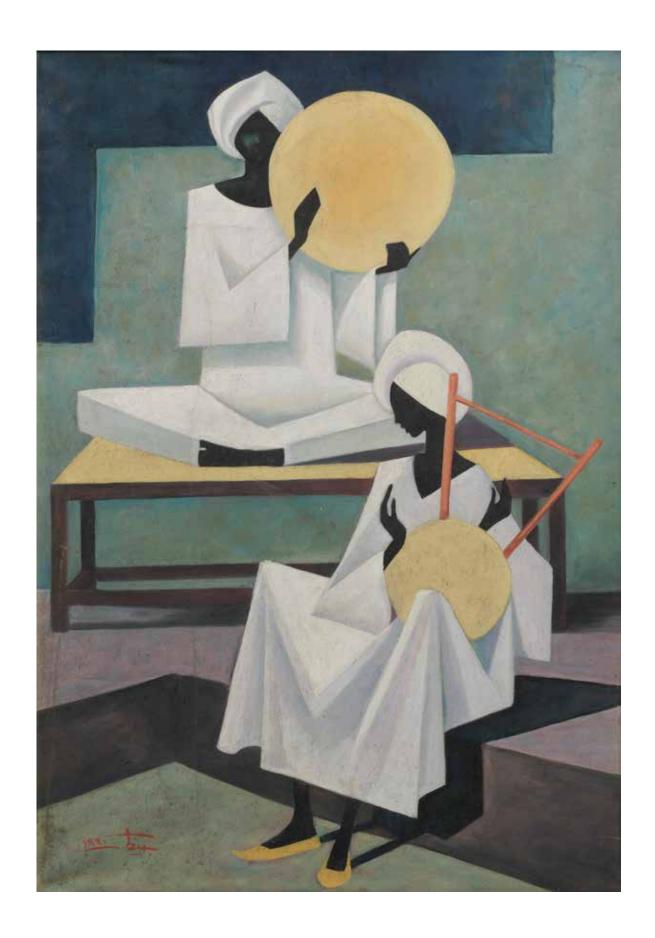
As an artist, Bicar was considered a tour de force of talent; teacher, illustrator, painter, poet and musician, Bicar embraced the arts in their totality achieving renown in many of the fields he applied his trade to. Born in 1913 in Alexandria, Egypt, He graduated from Fine Arts College in 1933, and subsequently from the Ahlia School for Painting. He taught at, and eventually headed the Painting Department of the Faculty of Arts at Qena at 1955. He was a founder of the Helwan Wax Museum.

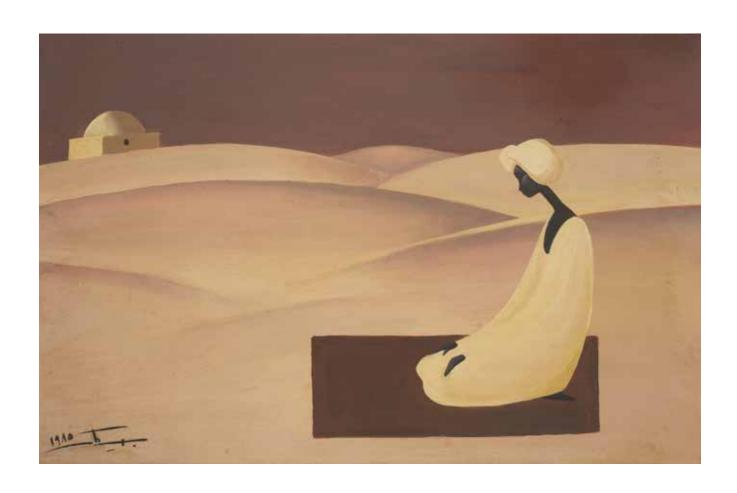
In 1944, Bicar began his career in journalism when he became, with Ahmad Sabry, Mustapha Amin and Ali Amin, one of the founding fathers of the prestigious Akhbar el-Youm newspaper, doing drawings often accompanied by his own poetrys. His painting "The Eighth Wonder", depicting the transportation of the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

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

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

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





HUSSEIN BICAR (EGYPT, 1913-2002)

The Prayer gouache on paper, framed signed and dated 1980 (lower left) 25 x 40cm (9 13/16 x 15 3/4in).

£12,000 - 15,000 US\$16,000 - 20,000 €14,000 - 18,000

Provenance

Property from a private collection, Alexandria



42*****

FAEQ HASSAN (IRAQ, 1914-1992)

The Dance oil on canvas, framed signed "Faik Hassan 1974" (verso and lower right) 65 x 75cm (25 9/16 x 29 1/2in).

£14,000 - 18,000 US\$19,000 - 24,000 €16,000 - 21,000

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

- Dia Azzawi

DIA AZZAWI (IRAQ, BORN 1939)

Bird of the East oil on canvas signed "Azzawi 88" (bottom), executed in 1988 120 x 100cm (47 1/4 x 39 3/8in).

£30,000 - 50,000 US\$40,000 - 66,000 €35.000 - 59.000

Provenance

Property from a private collection, London

Monumental, imposing, and fiery, the present work by Irag's most prominent and successful living artist, Dia Azzawi, typifies the rich tonal and compositional vigour which are the central elements of his style.

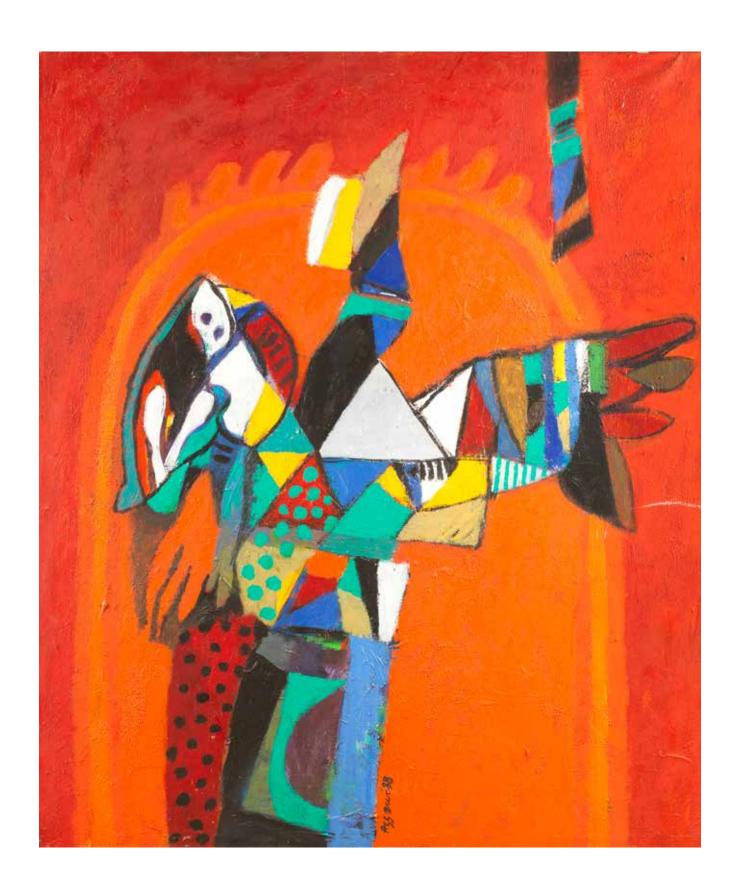
Dramatic primitive forms are delineated with ochre, umber and vermilion hues, which coalesce into a tightly composed abstraction of light, form colour and natural harmony. Azzawi typically incorporates structures and visual symbolism harking back millennia, which is evident here in this artwork in the pseudo-animal form which emanates from the trunk of the abstract patchwork of colour that dominates the composition

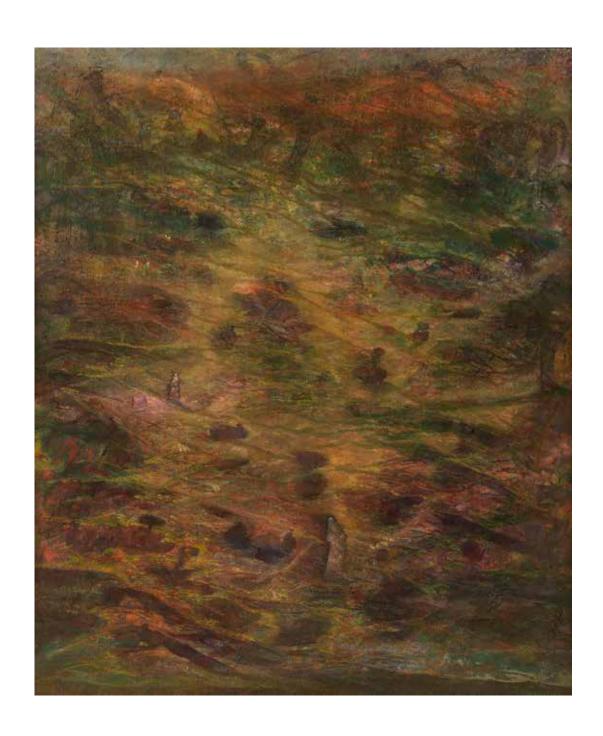
Azzawi's abiding love and respect for the natural world shines through in this work, which echoes the formal approach and inimitable style,

characteristic of the 'New Vision' school of painting he founded in 1969. Here, he foregrounded the use of bold outlines, attention to detail, and improvisational techniques.

Dia Azzawi is internationally recognized as one of the pioneers of modern Arab art. Over the span of a 40-year career, Azzawi has explored subjects ranging from the political to the ancient history of Irag, 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, including a landmark retrospective in 2017 at Qatar's MATHAF, his art features in the collections of some of the world's most prestigious museums and institutions. He is also regarded, in the tumultuous post-conflict climate of 2000s Iraq, considered to be the ultimate authority on modernist and contemporary art from the region.

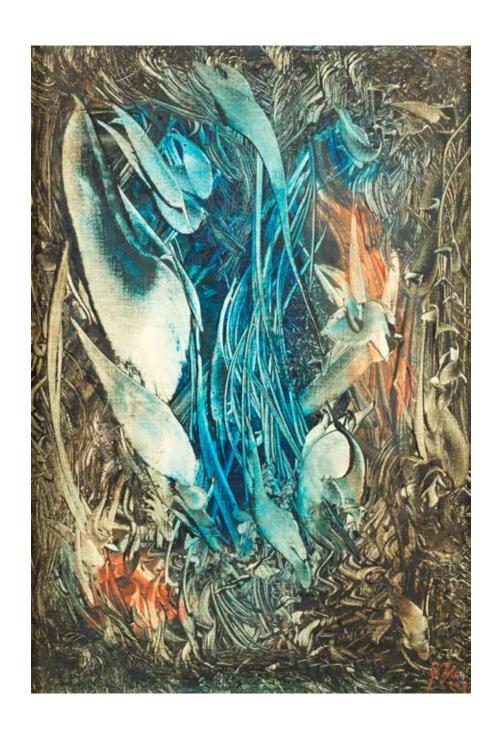




ABDALLAH BENANTEUR (ALGERIA, BORN 1931)

Le Ruisselet oil on canvas, framed signed, titled and dated "96" on the verso, executed in 1996 100 x 80cm (39 3/8 x 31 1/2in).

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



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

Futurist Forms oil on board, framed signed and dated 1970 65 x 45cm (25 9/16 x 17 11/16in).

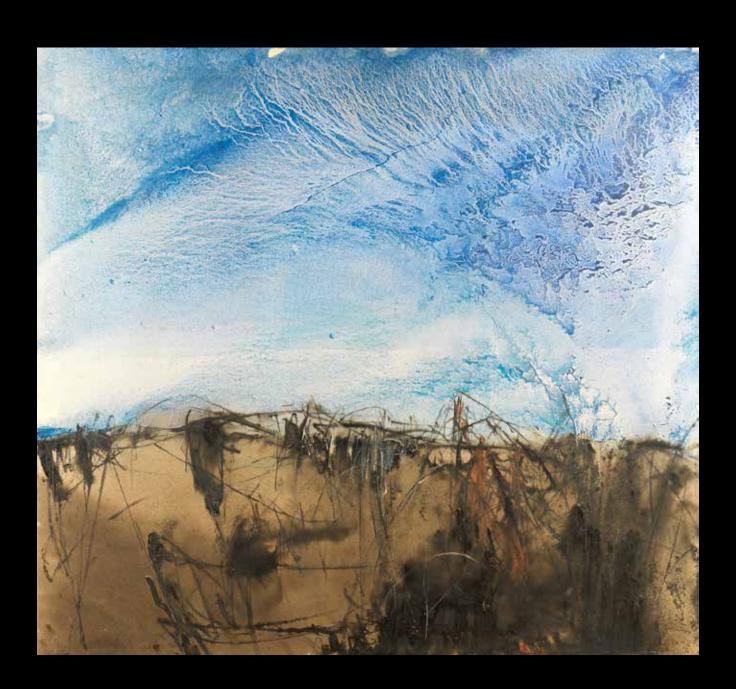
£3,000 - 5,000 US\$4,000 - 6,600 €3,500 - 5,900

46*
FARIDEH LASHAI (IRAN, 1944-2013)
Abstract Landscape with Blue oil on canvas, framed executed circa 2004 110 x 120cm (43 5/16 x 47 1/4in).

£18,000 - 25,000 U\$\$24,000 - 33,000 €21,000 - 29,000

Provenance

Property from a private collection, Cairo Acquired directly from the artist by the present owner





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

The Hunt oil on board, framed signed "Khalid" (bottom), dated "1967" on the verso, executed in 1967 50 x 60cm (19 11/16 x 23 5/8in).

£3,000 - 6,000 US\$4,000 - 7,900 €3,500 - 7,000



48*****

MARCOS GRIGORIAN (IRAN, 1925-2007)

The Village oil on canvas, framed signed "Grigorian 58" on the verso, executed in 1958 56 x 77cm (22 1/16 x 30 5/16in).

£6,000 - 10,000 US\$7,900 - 13,000 €7,000 - 12,000

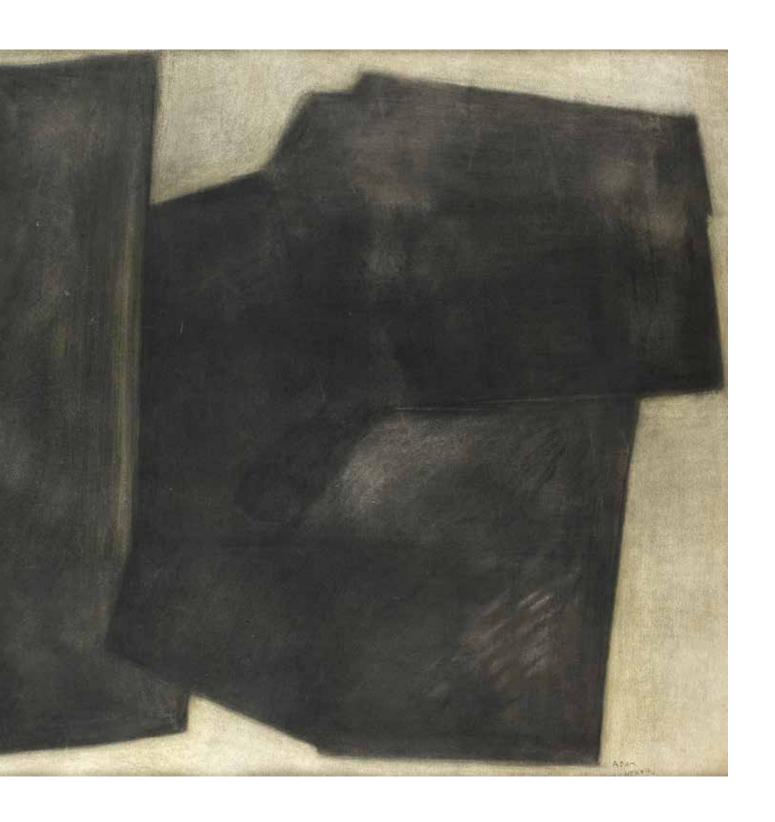
Provenance

Property from a private collection, North America

49*
ADAM HENEIN (EGYPT, BORN 1929)
Abstract Composition in Charcoal charcoal on paper, framed signed and dated 1973 (lower right) 115 x 75cm (45 1/4 x 29 1/2in).

£14,000 - 20,000 US\$19,000 - 26,000 €16,000 - 23,000





"In Paris, at the Louvre, I find myself standing face to face with the Mona Lisa. On closer inspection, to my fascination, I see thousands of tiny cracks on its surface. I was mesmerized, big time. What I found utterly beautiful would otherwise be considered a nightmare for the museum restorers and a tragedy for the art world"

- Farhad Moshiri

50*

FARHAD MOSHIRI (IRAN, BORN 1963)

Untitled (From the Calligraphy Series) acrylic on canvas, framed signed, and dated "2003" on the verso, executed in 2003 130 x 118cm (51 3/16 x 46 7/16in).

£50,000 - 70,000 US\$66,000 - 93,000 €59.000 - 82.000

Provenance

Property from a private collection, Cairo Acquired directly from the artist by the present owner in 2003

The present lot is a majestic example of Farhad Moshiri's inimitable calligraphic series. Executed in 2003, exhibits all the aesthetic and conceptual hallmarks that make this series one of the most coveted and distinguished within his body of work.

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

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

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

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

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

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

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



EL SEED (BORN TUNISIA 1981)

La Source oil on canvas in three parts, executed in 2012 total: 140 x 420cm each panel: 140 x 140 cm

£15,000 - 20,000 US\$20,000 - 26,000 €18,000 - 23,000











"I see only what you reveal and live as you say. My feelings have only the colours that you desire to paint"

- Rumi

CHARLES HOSSEIN ZENDEROUDI (IRAN, BORN 1937)

TCHAH TCHAHE JIME acrylic and pigment on canvas, framed signed (lower right) and dated 1980 212 x 146cm (83 7/16 x 57 1/2in).

£110,000 - 160,000 US\$150,000 - 210,000 €130,000 - 190,000

Provenance

Property from a private collection, Monaco

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

His choice of subject matter, calligraphy, has historically been the most established mode of formal artistic expression prevalent in Iran, but, by emphasizing form over meaning, and by stripping the written word down to its aesthetic, structural, fundaments, 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.

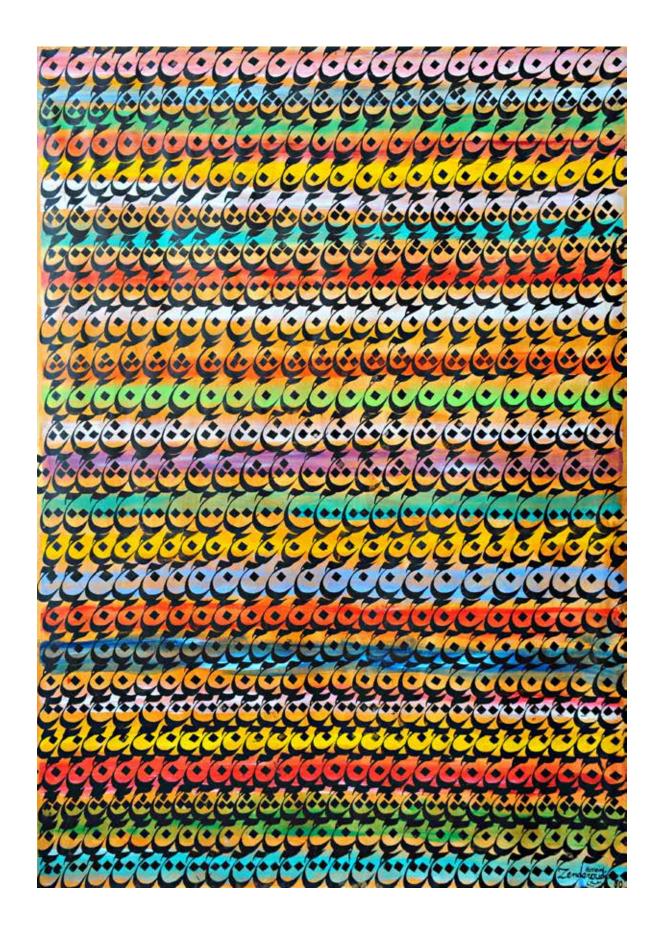
Zenderoudi's compositions pay homage to centuries of Persian religious imagery and employ a systematic repetition of letter-forms that finds its genesis in the mystical practice of Sufi numerologists, who believed in the spiritual significance of singular letters and worked these principles into hugely 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 late 1970's and early 1980'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



"My visual world is typically sad and envious. And so my statements are not simply flat. My work is judgmental, and looks at death and destruction bitterly and with sorrow. It is not so easy to demolish a perfect, skillful, precise artwork yet I do it only to participate in the moment of destruction and to reach that infinity. Burying a knife in a beautiful painting and twisting it on behalf of death, it is as if I stab myself"

- Aydin Aghdashloo

53*****

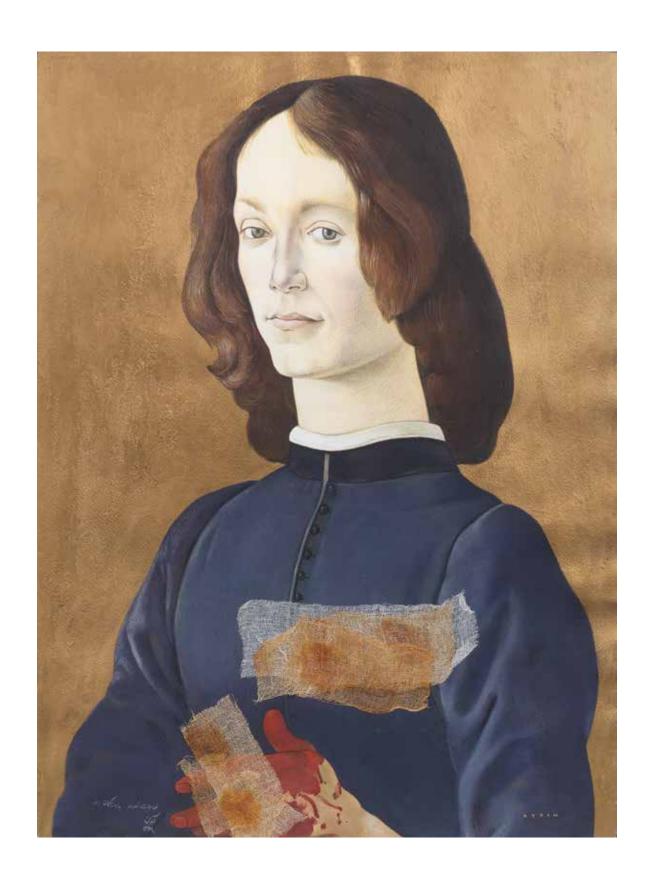
AYDIN AGHDASHLOO (IRAN, BORN 1940)

Survivors - In Praise of Sandro Botticelli gouache on paper, framed signed and dated "1375" (A.P) lower left, executed in 1996 75 x 55cm (29 1/2 x 21 5/8in).

£12,000 - 15,000 US\$16,000 - 20,000 €14,000 - 18,000

Provenance

Property from a private collection, Washington



"Inside the shrine, I thought a thousand words... a unousand words... And when I left — it had snowed"

- Abbas Kiarostami

ABBAS KIAROSTAMI (IRAN, 1940-2016)

From the Snow White Series photographic print on canvas, unique, donated by the artist to the Mehr Foundation in 2012 executed circa 2012, stamped "Abbas Kiarostami, Snow White, 2012" on the verso, executed in 2012 123 x 183cm (48 7/16 x 72 1/16in).

£10.000 - 15.000 US\$13.000 - 20.000 €12,000 - 18,000

Provenance

Property of a UK Charity Donated by the artist to the Charity Foundation, 2012

Abbas Kiarostami's bold, thoughtful images of desolate natural landscapes represent a significant divergence from the anthropocentric, socio-political, urban aesthetic of his renowned cinema productions. In the Snow White Series, Kiarostami makes a transition from the urban to the natural, and with it replaces political discourse with philosophical contemplation.

The photographs of Snow White series were taken along Iran's Caspian coast during walks Kiarostami took in search of film locations. The images he took were spontaneous and unplanned; immediate reactions to the stimuli of his surroundings, impulses catalyzed by feelings of awe and wonderment. Kiarostami himself states that his photographs were, "never produced to be shown", yet once they were developed, the subjective significance of the instance they captured, their beauty and contemplative depth were far too profound to remain hidden.

The present image is an exemplary piece, reflecting all the crucial aspects of Kiarostami's agenda, and its philosophical significance rests both on its qualitative contrasts between man and nature, and also on Kiarostami's subjective interpretation of Iranian history. The tree, analogous to life and growth, is in symbolic conflict with the harshness and inhospitality of a snow-filled environment, but the resilience of the trees therein represents nature's ability to harness opposing elements within a seemingly harmonious whole. The immediacy of nature, its self-regulating harmony, and its blind continuation are free from the misshapen flaws of a conflict ridden, dystopic, urban environment. Furthermore, the date during which Kiarostami's images were produced are highly significant: 1978-2006 spans not only Iran's turbulent Islamic Revolution, but the consequent war with Iraq and two further decades of political repression and civil unrest. Yet Kiarostami's calm, peaceful landscapes show no sign of this bloody legacy, a testament to nature's indifference towards mankind.

An artist known best of all for his cultural scrutiny, in Snow White, Kiarostami urges us to transcend the blinkered realm of material, human concerns, and embrace the majesty and permanence of nature; a force which outlives our fragile and ephemeral lives.



"A elegiac tone has marked the work of Kadhim Hayder 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 Kadhim Hayder 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



A RARE AND IMPORTANT PAINTING BY KADHIM HAYDER

KADHIM HAYDER (IRAQ, 1932-1985)

Desert Forms (from The Martyr's Epic) oil on canvas signed, and dated "1974" (lower left), executed in 1974 94 x 120cm (37 x 47 1/4in).

£90,000 - 150,000 US\$120,000 - 200,000 €110.000 - 180.000

Provenance

Property from the collection of Yusuf Al-Ani, Amman, Acquired directly by the above from the artist, circa 1970's

Literature

For a study of the present work, see Nizar Selim, Contemporary Iraqi Art, Sartec, Milano 1977, P.78

THE PRESENT WORK

Vigorous, dynamic and intense, "Desert Forms" is a seminal work by one of Iraq's most enigmatic modern artists, Kadhim Hayder. Being offered in the market for the first time, the work comes from arguably one of the most prestigious of Iraqi collections, having been presented directly by the artist to renowned Iraqi playwright Yusuf Al-Ani in Iraq in the 1970's.

Kadhim Hayder was a master of weaving symbolism, poetic allegory and abstraction into compositions that were predominantly narrative in subject matter. As a poet, he had a lifelong fascination with the Shi'ite epic of the Martyrdom of Imam Hussein and this episode forms the subject matter of his most significant body of work, "The Epic of the Martyr" which was exhibited in 1965 at the National Museum of Modern Art. A popular subject in Shi'ite folklore, the story of Hussein's martyrdom has been a subject of both art and popular religious expression for centuries

The present work must therefore understood in reference to Hayder's wider cycle of works dealing with the battle of Karbala; in other compositions from the cycle, the white horses of Imam Hussein are seen mourning the death of their Martyr beneath an ominous moon. In this work, the battle is depicted in full flight; toying with abstraction in the geometrically stylized composition, Hayder's horses clash in a cacophony of overlapping shapes which evoke the destructive repercussions of the conflict they depict.

THE ARTIST: KADHIM HAYDER

Kadhim Hayder studied literature at the Higher Institute for Teachers; in 1957 he earned a diploma from the Institute of Fine Arts. Between 1959 and 1962 he studied theatre design at the Central College of the Arts in London. Upon returning to Iraq, he taught at the Institute of Fine Arts, opening a department of design. He continued to teach at the Academy of Fine Arts, when it replaced the Institute of Fine Arts; his book al-Takhtit wa Elwan (Sketching and Colours) became



A Coffeehouse painting of the Battle of Karbala, Qajar Iran



standard reading for students there. In 1971 he organized a group called the Academicians, based on an exhibition and around a text he wrote reclaiming a Platonic notion of the academy as a way to relate the different arts to each other, and to the arts of the past. He served as president of the Union of Iraqi Artists, the Union of Arab Artists, and the Society of Iraqi Plastic Artists.

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

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

THE COLLECTION: YUSUF AL-ANI

The present work comes from the prestigious collection of Yusuf Al-Ani, a friend of Hayder with whom he mixed in Baghdad's cultural and artistic circles. Born in 1927, Yusuf Al Ani is considered one of the most prominent Iraqi playwrights of the 20th century. Politically motivated and highly charged, his seminal Anā ummak yā Shākir (1955; "Shākir, I'm Your Mother") graphically portrays the misery of the Iraqi people in the period before the downfall of the monarchy in the revolution of 1958.

In 1960 the General Foundation for Cinema and Theater was formed and attached to the Ministry of Culture and National Guidance. Al-Ani became its General Director. One of his first acts was to launch in 1961 the first theatre festival in Iraq. Three troupes participated, including the Modern Theater troupe, which presented Anton Chekov's play Uncle Vanya with great success.

The 1958 Revolution gave new impetus to the Iraqi theatre, which, under the direction of Yusuf al-Ani, made impressive strides. Several acting companies were formed, and the period witnessed the increased popularity of local and international plays.

However, in 1963 the Iraqi theatre suffered a setback when a coup d'etat brought a Ba'th-dominated regime that clamped down hard on the leftist intelligentsia. A new law disbanding all theatre troupes was decreed. Theatrical activity, in a word, came to a halt, and with it the theatrical career of Yusuf al-Ani.



MAHMOUD MOUSSA (EGYPT, 1913-2003)

A Girl from Sinai painted plaster signed on base, executed in 1953 63 cm high

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



MAHMOUD MOUSSA (EGYPT, 1913-2003) RECLINING FELLAHA Kneeling Fellaha painted plaster

signed on base, executed in 1945 30 cm high

£6,000 - 10,000 US\$7,900 - 13,000 €7,000 - 12,000



The Artist with the marble version of the present work, 1945

58*****

MARGOT VEILLON (SWITZERLAND, 1907-2003)

Guide The Clouds You Harness in Your Hands oil on canvas signed and dated 1964 (lower left), titled "Guidez les muages que vous avez en main" 82 x 67cm (32 5/16 x 26 3/8in).

£8,000 - 12,000 US\$11,000 - 16,000 €9,400 - 14,000

Provenance

Property from a private collection, Cairo



branch to branch. From this tree they look outwards unto the the world; I

- Marwan

MARWAN (SYRIAN, BORN 1939)

Kopf (Head) oil on canvas, framed signed and dated "September 2007" in English, on the verso, executed in 2007 146 x 113cm (57 1/2 x 44 1/2in).

£70,000 - 100,000 US\$93,000 - 130,000 €82.000 - 120.000

Provenance

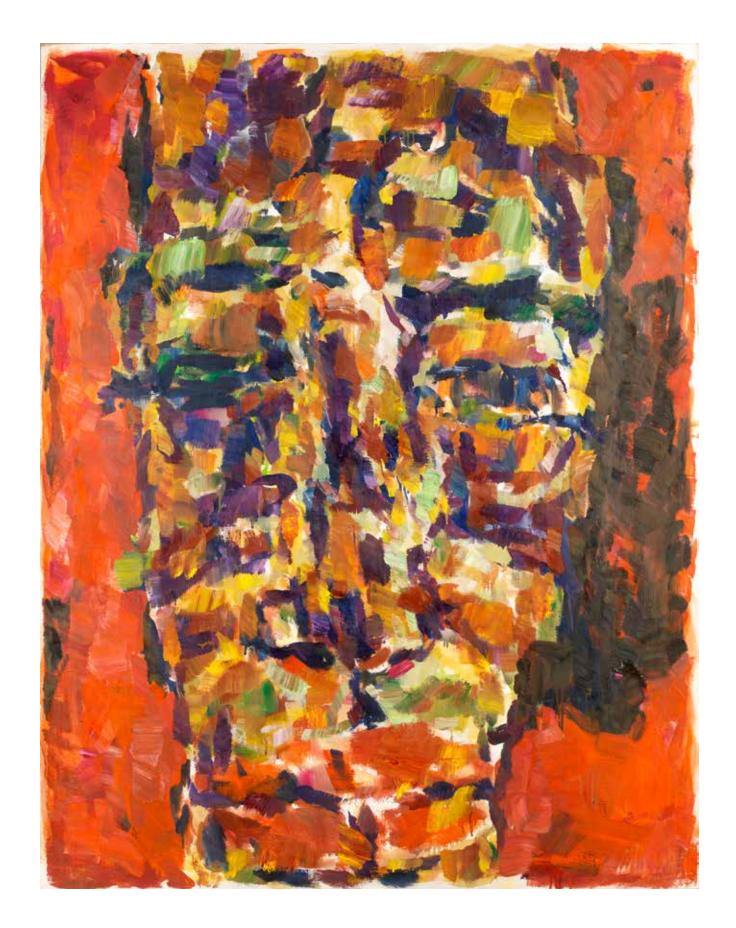
Property from a private collection, London

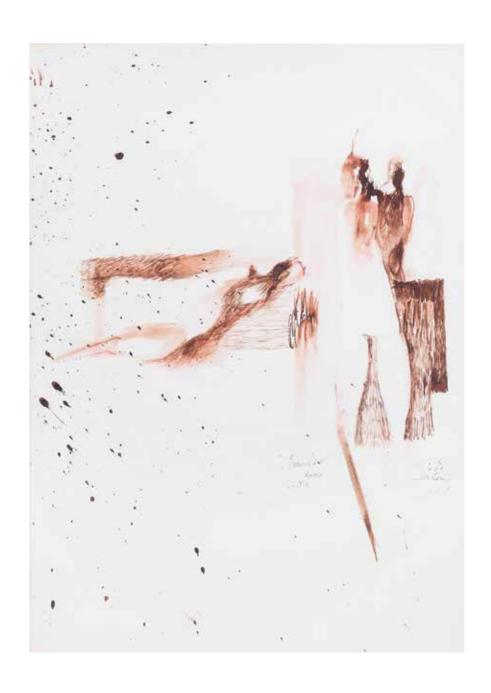
Marwan' ghoulish figures radically invert the conventions of traditional portaiture. By diverging from both idealization and realism, Marwan challenges established notions of physical beauty. His figures serve as visual metaphors to the spiritual poverty of mankind, and through rich clothing and colourful embellishment, they juxtapose the metaphysical and material aspects of human nature.

In this painting, an austere, lurid figure lurks behind a bright gold cloak decorated daubs of colour; the incompatibility of the figure and his garb are a visual testament to Adam's belief in the continuous conflict between appearance and essence.

born Damascus, Syria, 1934. Studied Arabic Literature at the University of Damascus (1955-57) then moved to Berlin, Germany, to study painting under Prof. Hann Trier (from 1957 onwards). From 1980, held professorship at the Hochschule der Künste, Berlin. Extremely prevalent motifs include the 'Head' and, to a lesser extent, the 'Marionette', both in the BM collection.

Exhibitions mainly in Germany, but also in the Middle East and U.S.A., and works in many public collections, including Abdul Hameed Shoman Foundation, Darat al Funun, Jordan; National Museum, Damascus; Bibliothèque Nationale de France, Paris; Carnegie Museum of Art, Pittsburgh. Based in Berlin.





60

ISMAEL FATTAH (IRAQ, 1934-2004)
Abstract Figures
sepia ink on paper
signed "Ismael 64 Roma", executed in 1964
45 x 32cm (17 11/16 x 12 5/8in).

£3,000 - 5,000 US\$4,000 - 6,600 €3,500 - 5,900



61 ISMAEL FATTAH (IRAQ, 1934-2004)

Man and Horse mixed media on paper, framed signed "Ismael Roma 1963" 52 x 38cm (20 1/2 x 14 15/16in).

£3,000 - 5,000 US\$4,000 - 6,600 €3,500 - 5,900

62 **ABDUL KADIR AL RASSAM (IRAQ, 1882-1952)** Taq-I-Kasra (View of Ctesiphon) oil on canvas signed, titled and dated 1316 (Hijri), executed in 1899 33 x 45cm (13 x 17 11/16in).

£18,000 - 25,000 US\$24,000 - 33,000 €21,000 - 29,000

Provenance

Property from a private collection, London



63*****

MAHMOUD HAMMAD (SYRIAN, 1923-1988)

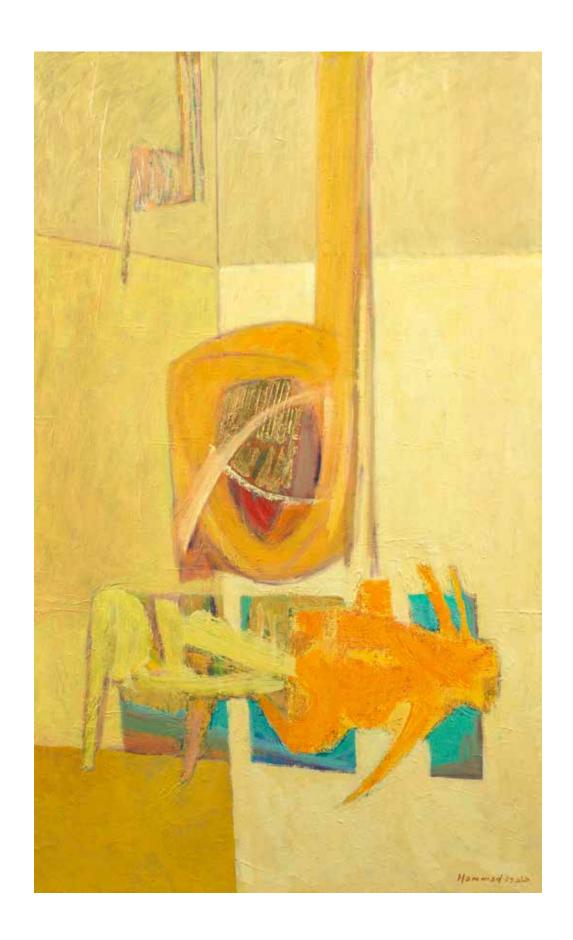
Huruffieh oil on canvas, framed signed "Hammad 79" (lower right), executed in 1979 58 x 35cm (22 13/16 x 13 3/4in).

£6,000 - 10,000 US\$7,900 - 13,000 €7,000 - 12,000

Provenance

Property from a private collection, Lebanon

64 No lot



SHAKIR HASSAN AL-SAID:

THE FAMILY COLLECTION



Rarely is an auction house privileged with the task of cataloguing, archiving and presenting for sale the private family collection of an artist who is considered one of the founding fathers of his countries Modern Art Movement; the sale of the present group of works by Shakir Hassan Al Said is one such occasion.

One of Irag's most influential and prolific artists, Al Said, in 1951 along with Jewad Selim, founded the Baghdad Modern Art Group. On its launch Al-Said read out the Group's manifesto, the first of its kind in Iraq, an event credited with being the birth of Iraqi contemporary Modernism

Passed onto Al-Said's two sons, Mahmoud and Rabi', the present collection has remained unarchived and uncatalogued for the past two decades, and its present exposition marks a major landmark in the appreciation and understanding of Shakir Hassan's body of work

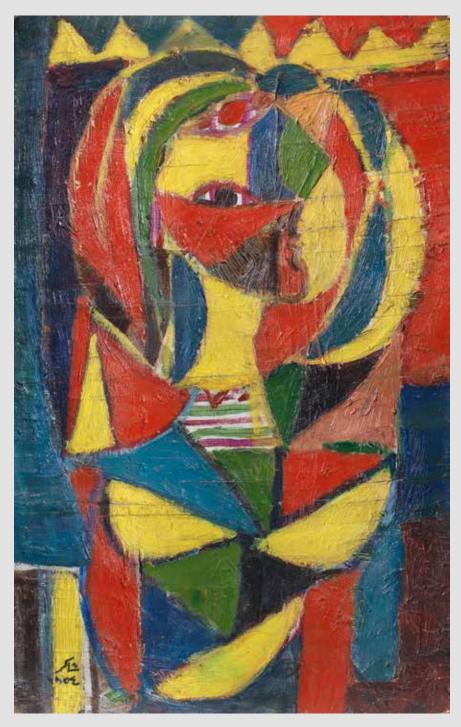
Moving from the Baghdad Group's signature "folk modernism" to his "One Dimensional Period" which explores the mystical dimensions of Arabic calligraphy, and through to his much later minimal "post abstract" numerological works, the family collection is perhaps the most comprehensive representation of the multi-faceted nature of Shakir Hassan's oeuvre; such is the variation both conceptually and aesthetically in his works, that it sometimes beggars belief that this body of work is the product of a single artistic mind.

THE ARTIST: SHAKIR HASSAN AL SAID

Born in Samawah, Iraq, in 1925, Shakir Hassan Al Said studied social sciences at Baghdad's Higher Institute of Teachers, obtaining his BA in 1948. He initially worked as a teacher of Social Sciences at Malak Secondary Education, the Ministry of Education from 1949 to 1954 before studying painting at the Institute of Fine Arts in Baghdad and teaching art education later on. After his graduation in 1954, he received state scholarships to pursue his studies abroad. From 1955 to 1959, he studied painting and art history in Paris, at the Académie Julien, the École des Arts Décoratifs, and the École Nationale Supérieure des Beaux-Arts.

On his return to Baghdad, he taught art history at the Institute of Fine Arts from 1970 to 1980, and also taught painting and art history at the Institute of Art Education in Saudi Arabia from 1968 to 1969. From 1980 to 1983, he headed the Department of Aesthetic Studies at the Ministry of Culture and Information. In 1992, he worked as a counselor at the Abdul Hameed Shoman Foundation in Amman, Jordan.

In 1994, he founded the symposium of Aesthetic Discourse at the Saddam Art Center in Baghdad. Al Said was also a Member of the National Committee League of Art Critics, the Iraqi Artists Syndicate, the Society of Iraqi Plastic Artists and the Iraqi Teachers' Syndicate. He stayed in Baghdad until his death in 2004.



65 SHAKIR HASSAN AL SAID (IRAQ, 1925-2004) A Cubist Portrait of a Woman oil on board, framed signed and dated 1954, lower left 48 x 30cm (18 7/8 x 11 13/16in).

£25,000 - 50,000 US\$33,000 - 66,000 €29,000 - 59,000

PHASE 1

THE BIRTH OF THE BAGHDAD MODERN GROUP



SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

The Guitar Player oil on board, laid down on canvas signed and dated 1950 (lower left) 62 x 46cm (24 7/16 x 18 1/8in).

£25,000 - 35,000 US\$33,000 - 46,000 €29,000 - 41,000

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

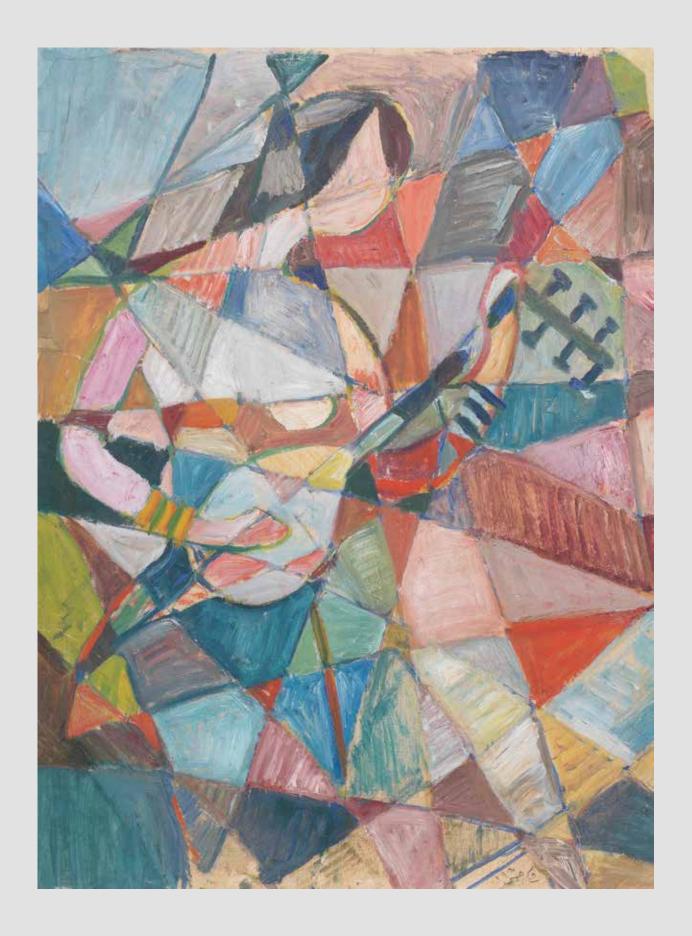
Shakir Hassan Al-Said is often regarded as the theoretical dynamo of the movement; more vocal and prolific in his written output than Selim, Jabra Ibrahim Jabra comments that "no Iraqi artist has written about art in general, and about the artists reflections on his own work in particular, as much as Shaker Hassan Al Said".

The Baghdad group was defined by an attempt to reconcile the grand visual legacy of the past within the contemporary cultural and nationalistic narrative of twentieth century Iraq. Mesopotamian iconography and Islamo-Arabic cultural motifs were combined with popular modern folk imagery; the high flown formal rigidity of ancient rock reliefs met the convoluted urban landscape of modern Baghdad, populated with the humorous and extravagant characters of daily life, all coming together to form a unique amalgamated aesthetic that reflected the evolving patchwork of Iraqi culture at the time.

Light hearted and boisterous, Al Said and Selim's depictions reveled in the rich and florid aesthetic of the Baghdad Street. The first group of the following set of works are a quintessential example of this.

Making use of popular folklore and well known tales such as episodes from 1001 Nights or Al-Wasiti's famed miniature paintings (Lots 72, 73, 77), Al Said mixes these literary memes with images from urban and rural Iraqi life; the roosters (Lot 76), fishermen (Lot 79), labourers (Lot 80), and colourful characters that populated the artists surroundings. This 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 compositions assume qualities and characteristics above and beyond the mere representational; by stressing vibrant colours and an angular anatomies, Al-Said forges a "stylized universe", an imagined Iraq where mythology, folk tradition and daily life blend into one harmonious whole.



IN FOCUS

SHAKIR HASSAN AL-SAID'S MANIFESTO

"In my new drawings, nature acts as a base upon which I build things, but it is nature which is looked at from a certain relative perspective. Three dimensional objects will not disappear from my paintings since I shall take into consideration all of the minute details which materialize in the world around me when I draw.

My use of colour, penmanship and geometry will be depicted directly from Nature. Although the colour I use will be dictated by personal experience which is inevitably subconscious, these colours will ultimately be determined by their appearance in nature."

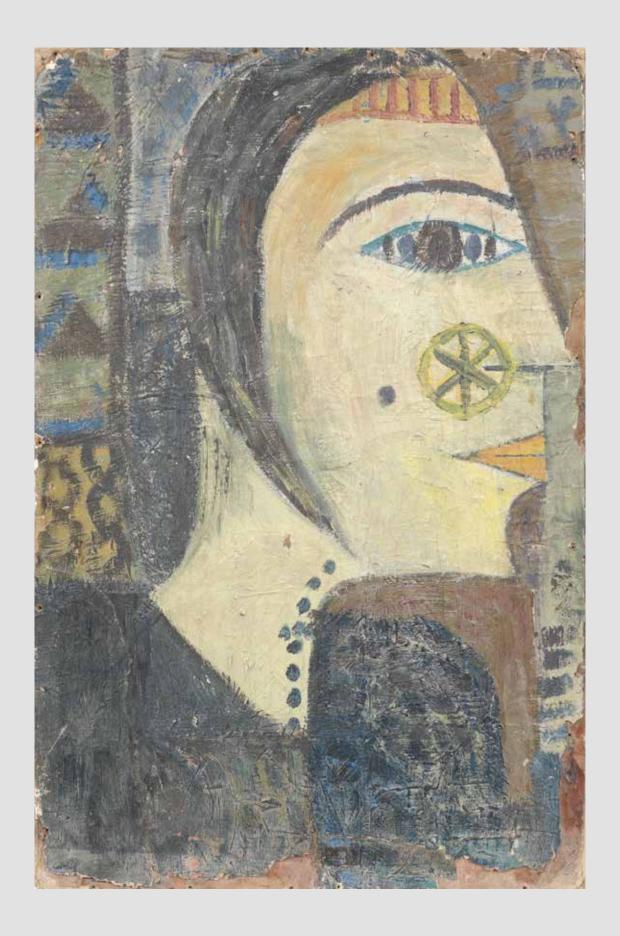
- Shakir Hassan Al-Said (inscribed on Lot 80)

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

Portrait of a Lady oil on card laid down on wooden panel signed and dated 1953, on the verso 46 x 30cm (18 1/8 x 11 13/16in).

£18,000 - 25,000 US\$24,000 - 33,000 €21,000 - 29,000

Provenance





68

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

Portrait of a Girl acrylic, gouache and mixed media on paper, framed signed "1959" (lower left) and titled "Portrait of a Girl" (verso) 56 x 40cm (22 1/16 x 15 3/4in).

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

Provenance



69

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

Wanderer at the Gate gouache on paper, framed signed and dated (lower left), executed in 1957 36 x 30cm (14 3/16 x 11 13/16in).

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



The Devil and the Dagger gouache on paper, framed signed and dated 1957 (lower left) $36 \times 29cm$ (14 3/16 x 11 7/16in).

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

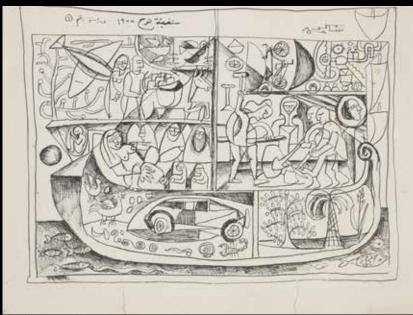
Provenance



Abstract Composition with Rooster gouache on paper, framed dated 1957 (lower right) 36 x 29cm (14 3/16 x 11 7/16in).

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





72 SHAKIR HASSAN AL SAID (IRAQ, 1925-2004) Two Studies for "Noah's Ark"

ink on paper, framed in two parts signed, dated and titled, executed in 1955 1. 17 x 23 cm 2. 19 x 28 cm

£2,000 - 3,000 US\$2,600 - 4,000 €2,300 - 3,500

Provenance





Two Studies for "The Revolution" ink on paper in two parts, both signed and dated 1957 inscribed "Study for Revolution" on the verso 27 x 17 cm each

£2,000 - 3,500 US\$2,600 - 4,600 €2,300 - 4,100

Provenance



ink on paper, framed signed and dated 1956 36 x 26cm (14 3/16 x 10 1/4in).

£1,500 - 2,500 US\$2,000 - 3,300 €1,800 - 2,900

Provenance

Property from the family collection of Shakir Hassan Al-Said

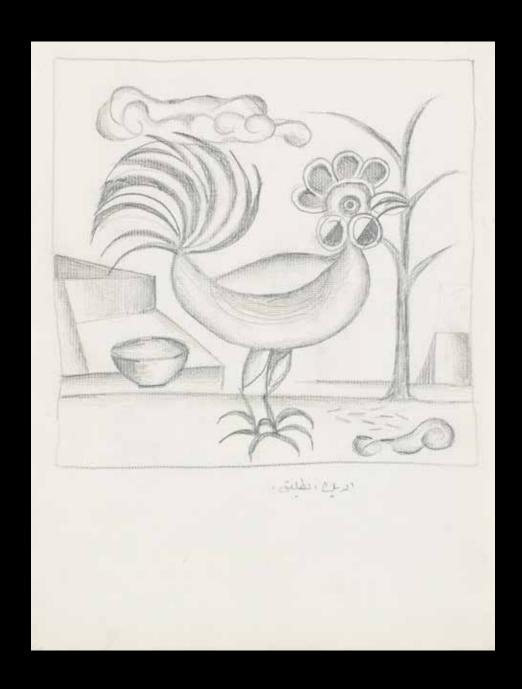


75 SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

The Fisherman ink on tracing paper executed circa 1950's 27 x 21cm (10 5/8 x 8 1/4in).

£1,500 - 2,500 US\$2,000 - 3,300 €1,800 - 2,900

Provenance



76 SHAKIR HASSAN AL SAID (IRAQ, 1925-2004) The Rooster Is Liberated

pencil on paper, framed executed circa 1950's, titled (bottom) 30 x 23cm (11 13/16 x 9 1/16in).

£1,500 - 2,500 US\$2,000 - 3,300 €1,800 - 2,900

Provenance



Family Life

ink on two sides of booksheet, signed and dated 1965 under each composition, drawn on the frontpage of an edition of Talisman D'Abou Zayd by Al Wasiti 45 x 65cm (17 11/16 x 25 9/16in).

£3,000 - 5,000 US\$4,000 - 6,600 €3,500 - 5,900

Provenance



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78 SHAKIR HASSAN AL SAID (IRAQ, 1925-2004) A Depiction from 1001 Nights ink on paper, framed signed, and titled "Al Qalandaly III, The Story of Ajeeb ibn Diba", executed circa 1950's 24 x 31cm (9 7/16 x 12 3/16in).

£2,000 - 3,000 US\$2,600 - 4,000 €2,300 - 3,500

Provenance

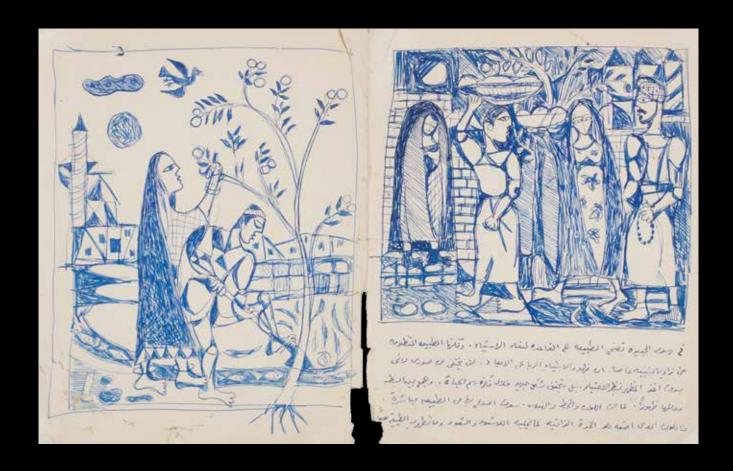
Property from the family collection of Shakir Hassan Al-Said

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

Woman in Repose pencil on paper, framed executed circa 1950's 31 x 23cm (12 3/16 x 9 1/16in).

£1,000 - 2,000 US\$1,300 - 2,600 €1,200 - 2,300

Provenance



My Manifesto ink on paper, framed inscribed with the artists manifesto (bottom right), executed circa 28 x 23cm (11 x 9 1/16in).

£1,500 - 2,500 US\$2,000 - 3,300 €1,800 - 2,900

Provenance

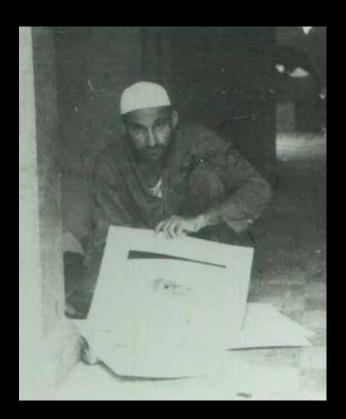
Property from the family collection of Shakir Hassan Al-Said

experience which is inevitably subconscious,

- Shakir Hassan Al-Said (inscribed on the present piece)

PHASE II

TOWARDS THE ONE DIMENSION



"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

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

One Dimension in Colour pastel on paper, framed signed and dated 1966 (lower left) 61 x 46cm (24 x 18 1/8in).

£7,000 - 10,000 US\$9,300 - 13,000 €8,200 - 12,000

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.

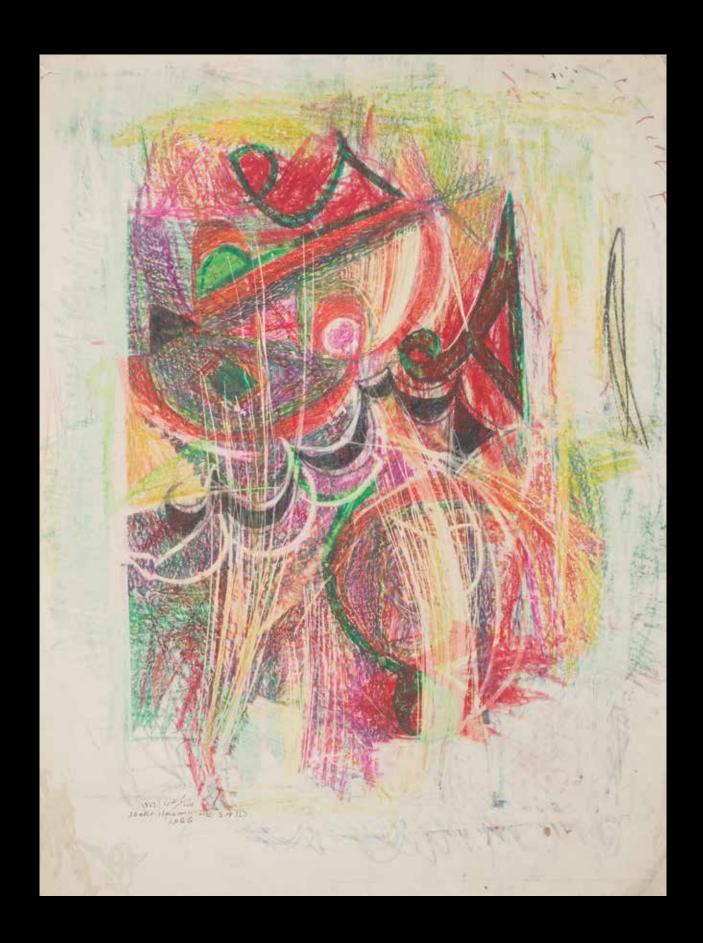
Conceiving of calligraphy as primarily a form of spiritual practice, Shakir Hassan explores the primitive and mystical functions of the Arab letter form in a manner seldom seen in the history of Islamic calligraphy. Academic, formalized and rigid, calligraphy was traditionally the highest form of religious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

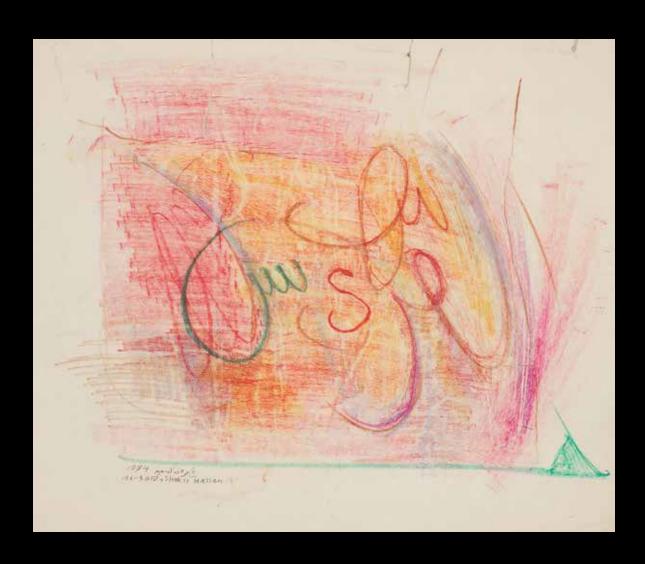
Shakir Hassan completely subverts these principles, for him, as with the Sufi's who communicated using a mystical coded numerological alphabet, the meaning pregnant dimensions of calligraphic practice lie in the meditative, introspective and contemplative aspects of the creation of letter-forms.

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"

Provenance

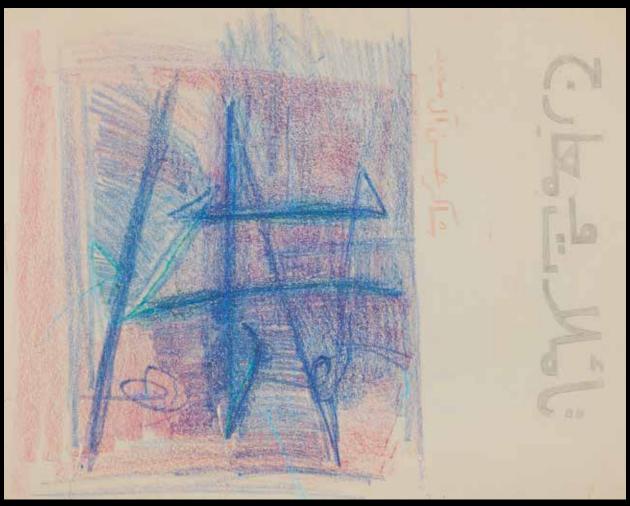




82 SHAKIR HASSAN AL SAID (IRAQ, 1925-2004) Movements and Meditations (Double Sided Composition) pastel on paper on both sides, framed signed 1974 and titled "Movements and Meditations" in pastel 45 x 62cm (17 11/16 x 24 7/16in).

£6,000 - 10,000 US\$7,900 - 13,000 €7,000 - 12,000

Provenance



(verso)

PHASE III

POST ABSTRACTION: BEYOND THE ONE DIMENSION



- Dr Nada Shabout

83

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

Three Black and White Compositions acrylic on paper, in three parts each work signed and dated 1961, the horizontal image inscribed "exhibited by Jabra Ibrahim Jabra at the General Retrospective Exhibition, 1961" (verso) 1. 38 x 34 cm 2. 25 x 31 cm 3. 38 x 17 cm

£8,000 - 12,000 US\$11,000 - 16,000 €9,400 - 14,000

In his final phase Shakir Hassan became increasingly fascinated with the numerological aspects of Arab calligraphy. In his search for the mystical dimensions of numerological vocabulary his compositions

become terser, more minimal, orderly and distinctly less painterly. Taking on a meditative, almost mathematical tone, we find in his work the advent of "post abstraction", a movement away from the "wall art" of the One Dimension period and a move towards purity of expression, with a singular aesthetic and conceptual aim.

Provenance

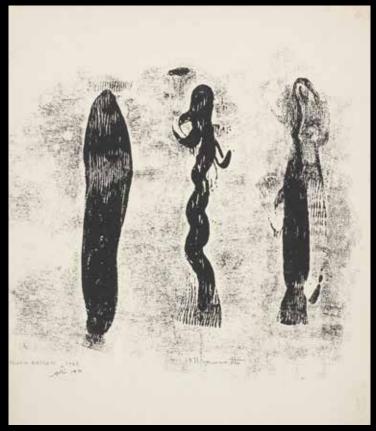
Property from the family collection of Shakir Hassan Al-Said

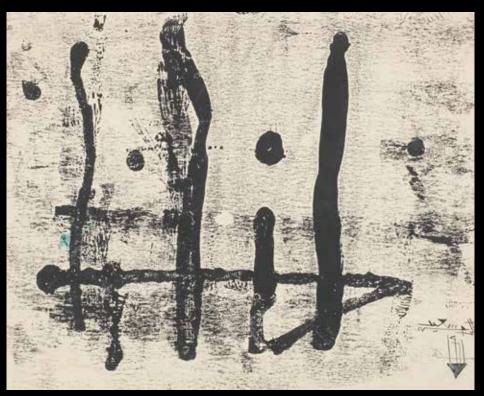
Exhibited

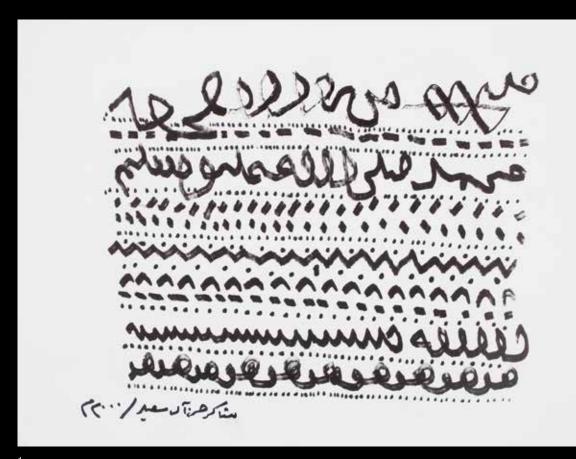
1961, General Retrospective Exhibition of Shakir Hassan Al-Said, House of Jabra Ibrahim Jabra, 1961 1966, Solo Exhibition of Shakir Hassan Al-Said, House of the Artist, 1966

Published

Nizar Selim, Contemporary Iraqi Art, Sartec 1977, Milano, Page 116



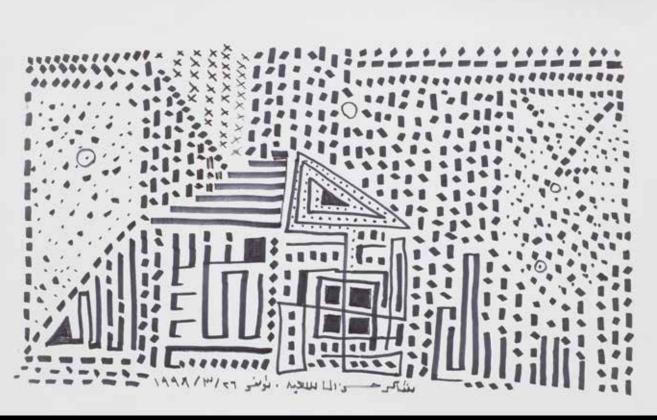


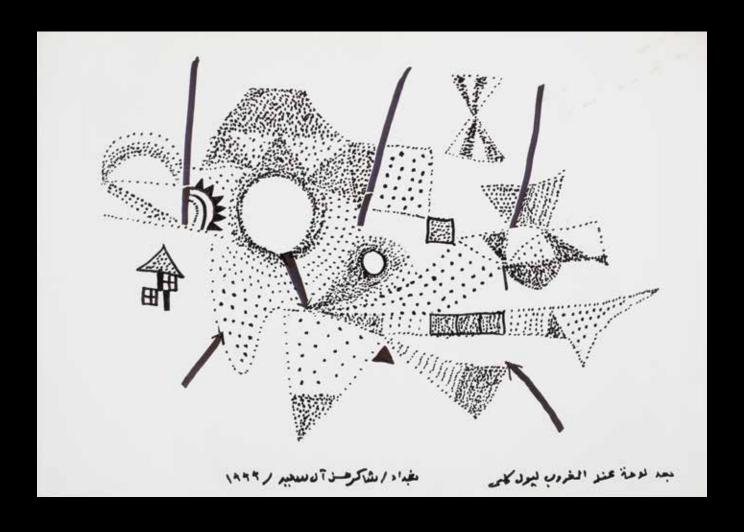


Codes and Cyphers in Two Parts pen on paper in two parts, the first signed and dated 2000, the second signed and dated 1998

1. 40 x 30 cm 2. 50 x 33 cm

£7,000 - 10,000 US\$9,300 - 13,000 €8,200 - 12,000

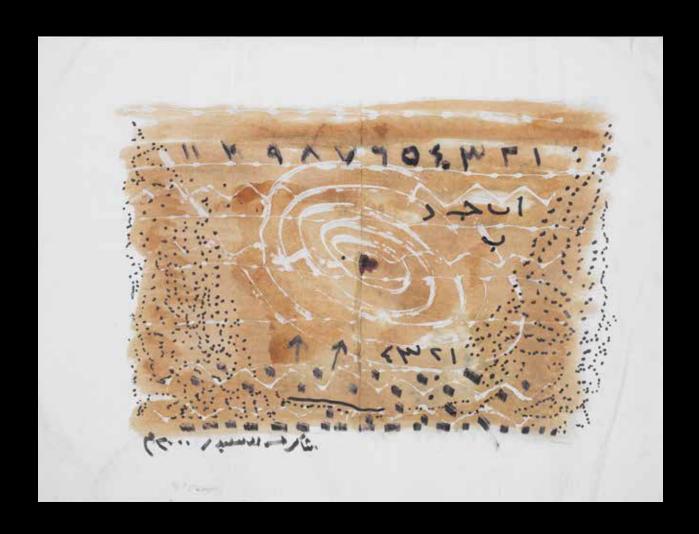




SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)
Homage to "Sunset" by Paul Klee
ink on paper, framed
signed, dated 1999, and titled "A Homage to Sunset By Paul Klee" 35 x 50cm (13 3/4 x 19 11/16in).

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

Provenance



mixed media on paper, framed signed and dated 2000, titled "Abjad" on verso 29 x 40cm (11 7/16 x 15 3/4in).

£5,000 - 7,000 US\$6,600 - 9,300 €5,900 - 8,200

Provenance



SEIF WANLY (EGYPT, 1906-1979)

Ballets des Champs Elysees - Irene Skorik Thanking the Audience oil on board, framed signed "Seif" (lower right), inscribed "Ballets des Champs Elysees, Irene Skorik thanking the audience. Seif El Din Wanly 23.2.1948, Alexandria, Egypte", executed in 1948 35 x 45cm (13 3/4 x 17 11/16in).

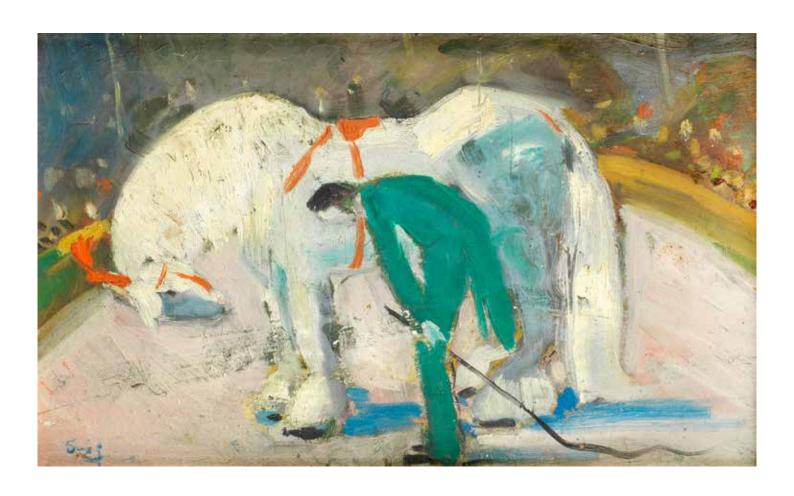
£8,000 - 12,000 US\$11,000 - 16,000 €9,400 - 14,000

Provenance

Property from the collection of a Greek-Alexandrian Family, Lebanon, acquired directly from the artist, circa 1950's

Irene Skorik was a popular French ballet dancer. Born Irène Beaudemont, Jan 27, 1928, in Paris, France.

Skorik trained with Olga Preobrazhenskaya, Lyubov Egorova, and Boris Kniaseff; danced with Les Ballets des Champs Elysée (1945-60), where she created a role in Serge Lifar's Chota Rostaveli (1946) and had great success in La Sylphide; danced in Petit's Ballets de Paris (1950); also created roles with the Munich Opera for Victor Gsovsky's Hamlet (1950) and La Legende de Joseph (1951) and with Berlin Stadtopera for Tatiana Gsovsky's Fleurenville (1956) and Etudes (1961). Skorik passed away in 2006



SEIF WANLY (EGYPT, 1906-1979)

The Circus Master oil on board, framed signed "Seif" (lower left), executed in 1948 30 x 45cm (11 13/16 x 17 11/16in).

£8,000 - 12,000 US\$11,000 - 16,000 €9,400 - 14,000

Provenance

Property from the collection of a Greek-Alexandrian Family, Lebanon, acquired directly from the artist, circa 1950's

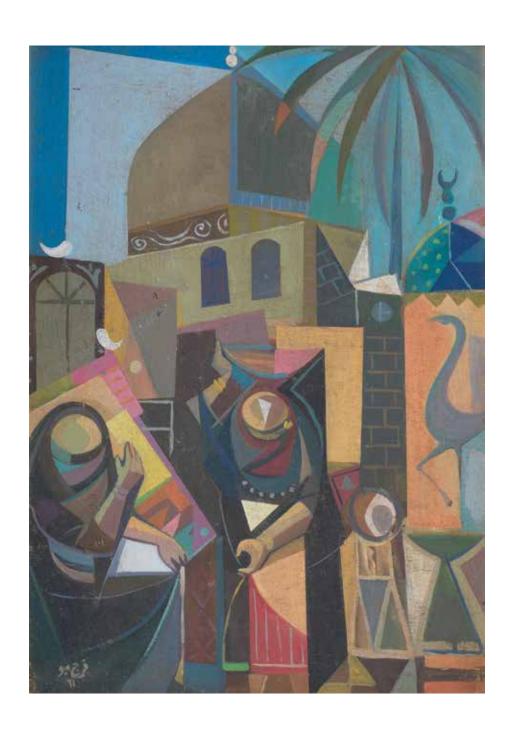
88A

FAEQ HASSAN (IRAQ, 1914-1992)

Horsemen oil on canvas, framed

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





89*****

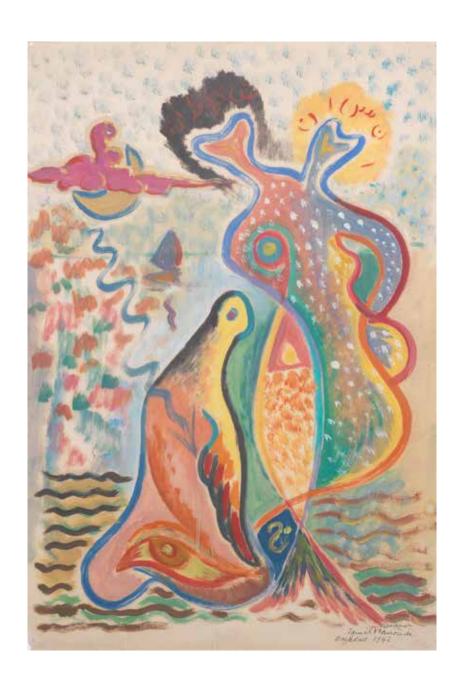
FARAJ ABOU (IRAQ, BORN 1921) Baghdad Life oil on board, framed signed and dated 1961 (lower left) 60 x 43cm (23 5/8 x 16 15/16in).

£6,000 - 10,000 US\$7,900 - 13,000 €7,000 - 12,000



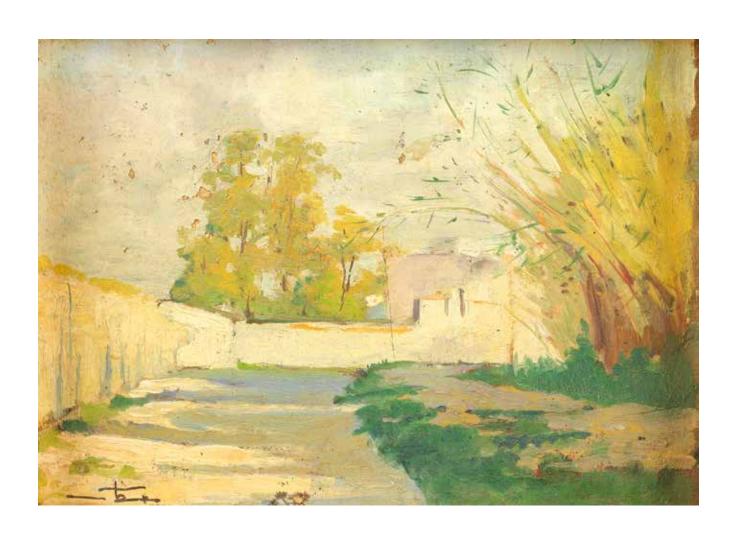
BAYA (ALGERIAN, 1931-1998) Untitled gouache on paper, framed signed (lower left) and dated 1968 (verso) 53 x 68cm (20 7/8 x 26 3/4in).

£3,000 - 5,000 US\$4,000 - 6,600 €3,500 - 5,900



JAMIL HAMOUDI (IRAQ, 1924-2003) EARLY COMPOSITION Sheytan (The Devil) gouache on paper, framed signed and dated 1942 (lower right) 50 x 35cm (19 11/16 x 13 3/4in).

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



92* HUSSEIN BICAR (EGYPT, 1913-2002) Landscape in Agami oil on board

signed lower left 18 x 25cm (7 1/16 x 9 13/16in).

£6,000 - 10,000 US\$7,900 - 13,000 €7,000 - 12,000

"A great crowd assembles to see the Mahmel off, and it is escorted for some distance by the Governor and principal dignitaries "en grande tenue". The camel that has the honour of carrying it is of great size and, I believe, of the highest breeding"

- Arthur Wavell, 2nd Earl Wavell

MOHAMMAD NAGHI (EGYPTIAN, 1888-1956)

The Mahmel In Procession oil on canvas, framed signed (lower right) 65 x 92cm (25 9/16 x 36 1/4in).

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

Provenance

Property from a private collection, Rome

The present work is a highly important, exquisite rendition of the Mahmel procession in the distinctive signature impressionist style of Mohammad Naghi. A highly significant painting in Naghi's body of work, the painting appears at market for the first time after being held in a private collection in Rome for nearly a century

Naghi was born in Alexandria. He studied law in Lyons 1906-10 and painting in Florence between 1910 and 1914. After the first world war war he went to France and lived in Giverny, where he met Monet and was deeply influenced by Impressionism, characteristics of which are evident in the present work

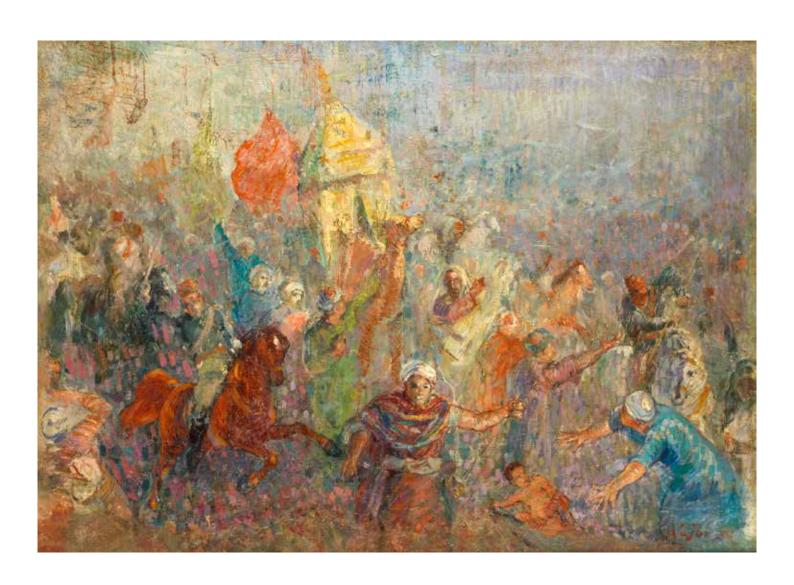
Naghi entered the diplomatic service in 1925 and was attached to the Egyptian Embassies in Brazil and France; but resigned five years later in order to devote himself entirely to painting. Naghi was appointed Director of the School of Fine Arts in Cairo 1939 and subsequently of the Museum of Modern Art, Cairo. In 1947 he became the Director of the Egyptian Academy in Rome and cultural attaché. Awarded the title of Bey. His works include mural paintings for the Senate in Cairo and for Alexandria Hospital.

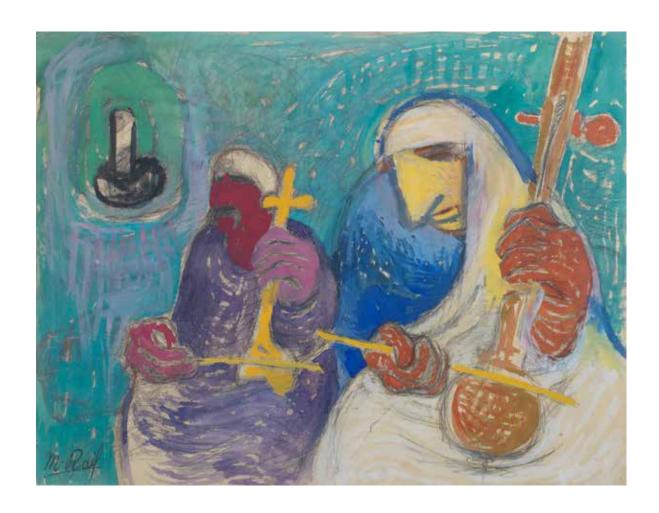
THE MAHMEL

One of the most interesting objects belonging to the history of the Hajj is the mahmal. The mahmal was the ceremonial palanguin carried on a camel which was the centrepiece of the pilgrim caravan from Cairo to Mecca. It was made of embroidered fabrics and symbolized the authority of the sultan.

The tradition of the mahmal began in the reign of the Mamluk Sultan Baybars (ruled 1260-77). Before departing on Haji, the mahmal was paraded in the streets of Cairo with great pomp and ceremony and watched by thousands. It did not remain in Mecca but was brought back to Cairo by the returning caravan.

After the collapse of the Mamluk Empire in 1517, the tradition of the mahmal was continued by the Ottoman sultans. At different times mahmals were also sent from Damascus and Yemen. The practice of sending the mahmal from Egypt to Mecca continued until 1926 after which the practice was discontinued. It continued, however, to be paraded in Cairo until 1952.





94*

MAHER RAIEF (EGYPT 1926-1999)

The Rebaba Players gouache on paper, framed signed (lower left), executed circa 1940's 48 x 60cm (18 7/8 x 23 5/8in).

£5,000 - 7,000 US\$6,600 - 9,300 €5,900 - 8,200

Provenance

Property from a private collection, Egypt

Maher Raief was born in Cairo in 1926 and died in the United States in 1999.

He graduated from the Cairo Faculty of Fine Arts in 1950 . In 1954 he got a BA in Philosophy from Cairo University. In 1960 he got a Diploma in Graphics from Dusseldorf and in 1975 he obtained his PH.D.in Graphics, Aesthetics and Art History from Cologne University in Germany.

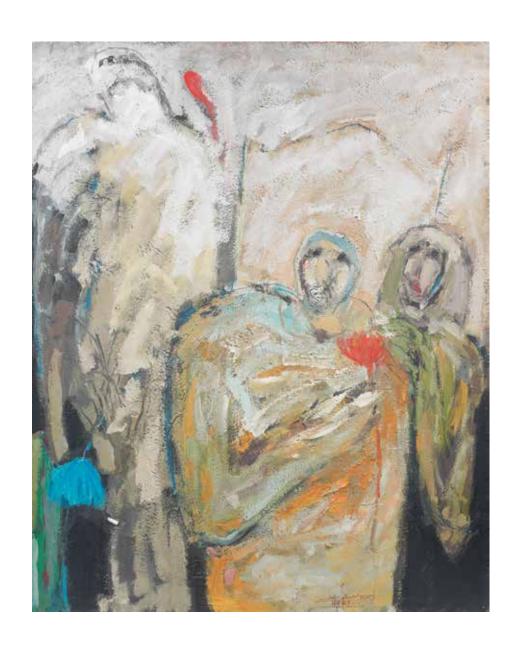
Appointed teacher in Cairo Faculty of Fine Arts in 1951. In 1960 he moved to Alexandria Faculty of Fine Arts and became the head of

the Graphics department in 1975. He continued as a Professor of Graphics in the same Faculty until his death.

He exhibited his works in Germany , Alexandria Biennale , Lausanne Graphics biennale. He participated in exhibitions in Stockholm, Lausanne, Tokyo, Moscow, Sao Paolo, Venice and Rome.

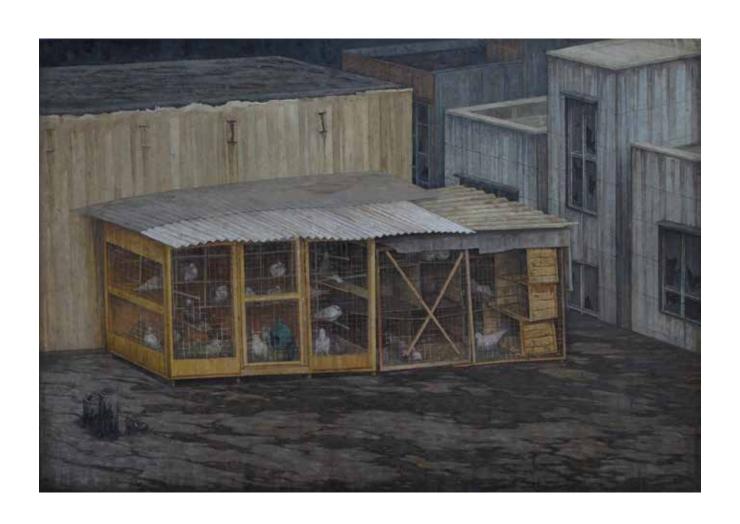
He won the Lausanne Biennale prize in 1964. In the mid forties he was an active member of the Contemporary Art Group which was established by Hussein Youssef Amin and comprised El Gazzar and Hamed Nada among others.

Raief began as expressionist and fauvist painter with a surrealist vision. The present work was executed in the late forties. It belongs to the phase where he was a member of Contemporary Art Group.



WAEL DARWESH (EGYPT, BORN 1975) Untitled oil on canvas 2006 104 x 93cm (40 15/16 x 36 5/8in).

£2,000 - 3,000 US\$2,600 - 4,000 €2,300 - 3,500



96 TAHER POURHEIDARY (IRAN, BORN 1984)

Untitled oil on canvas framed 200 x 150cm (78 3/4 x 59 1/16in).

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



SERWAN BARAN (IRAQ, BORN 1968)

The Dog 131 oil on canvas, framed 60 x 120cm (23 5/8 x 47 1/4in).

£3,000 - 4,000 US\$4,000 - 5,300 €3,500 - 4,700

"In your light I learn how to love. In your beauty, how to make poems. You dance inside my chest where no-one sees you, but sometimes I do, and that sight becomes this art."

- Rumi

98* TAHA EL-KORANY (EGYPT, BORN 1965)

Moulid oil on canvas in five parts, framed executed in 1996 150 x 1000cm (59 1/16 x 393 11/16in). Each Panel: 200 x 150

£40,000 - 60,000 U\$\$53,000 - 79,000 €47,000 - 70,000

In "Moulid", popular Egyptian artist Taha El Korany has achieved a herculean task in his collosall epic rendition of the famed folk carnival celebrating the birth of the Prophet Mohammad. Renowned for his weekly cultural television program, "Atelier" which is adored and watched by millions of Egyptians, Taha El Korany's works capture the popular spirit of Egyptian daily life

About 3,000 moulids are held in Egypt every year. Part pilgrimage, part carnival, part mystical Islamic ceremony, they are a mass phenomenon that is increasingly attracting the attention of the Egyptian authorities. Tanta, in the Nile Delta, is home to Egypt's biggest moulid attracting up to three million people, some travelling from as far away as Sudan. The Tanta moulid celebrates the memory Ahmed el-Bedawi, a local 13th Century Sufi saint.

Literally, the word moulid means birth. Sufism is a mystical branch of Islam. Followers perform the zikr, chanting the name of God over and over again, at an ever increasing tempo. Some achieve a trance-like state.

A moulid is also about contemplation and the spiritual focus of the festival is the mosque where Ahmed el-Bedawi is believed to be buried.

At night thousands of families sleep inside the mosque and outside it in brightly coloured tents in the surrounding alleyways.

Moulids are great levellers. High court judges mix with manual labourers, dentists with peasant farmers, street performers with local officials, removing all the usual boundaries of class and wealth. Islam's usually strict rules of gender segregation for religious events are also suspended for the moulid.

A moulid is also about khidma, or service, and many Sufi orders build tents and offer free food to the poor. Ultimately the moulid is a journey of personal devotion – a love of God and for one's fellow pilgrims. At the saint's tomb, devotees take a quiet moment away from the frenzied activity outside, to contemplate God and the mystical dimensions of divinity











99*****

HANAA MALALLAH (IRAQ, BORN 1958)

Untitled oil and mixed media on wood signed and dated 1989 (lower left) 122 x 76cm (48 1/16 x 29 15/16in).

£12,000 - 15,000 US\$16,000 - 20,000 €14,000 - 18,000

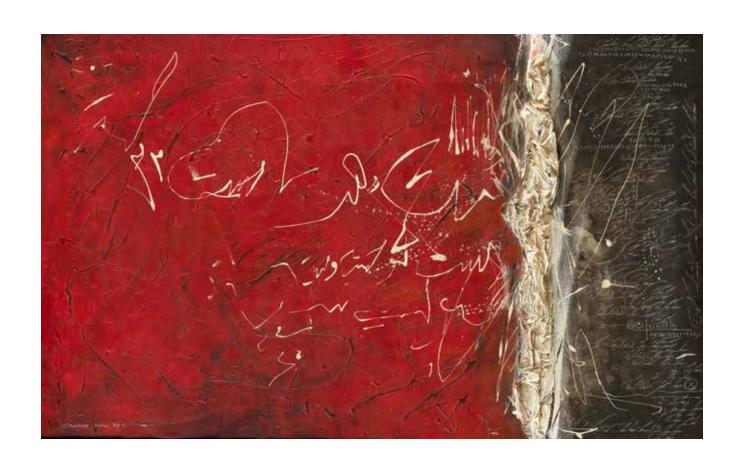




100 SHAHRIAR AHMADI (IRAN, BORN 1979)

These Chalices mixed media on canvas 2008 193 x 108cm (76 x 42 1/2in).

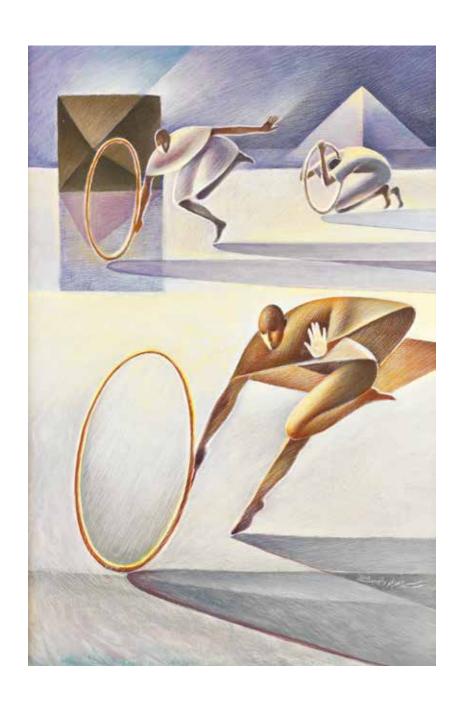
£3,000 - 5,000 US\$4,000 - 6,600 €3,600 - 5,900



101***** GOLNAZ FATHI (IRAN, BORN 1972) Abstract Calligraphy oil on canvas, framed

executed in 2000 58 x 100cm (22 13/16 x 39 3/8in).

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



102* SAYED SAAD EL-DIN (EGYPT, BORN 1944)

The Race oil on canvas, framed signed and dated (on verso), executed in 2005 100 x 70cm (39 3/8 x 27 9/16in).

£6,000 - 12,000 US\$7,900 - 16,000 €7,000 - 14,000



103***** SAYED SAAD EL-DIN (EGYPT, BORN 1944)

The Doves of Peace oil on canvas, framed dated "98" (lower right), executed in 1998 95 x 95cm (37 3/8 x 37 3/8in).

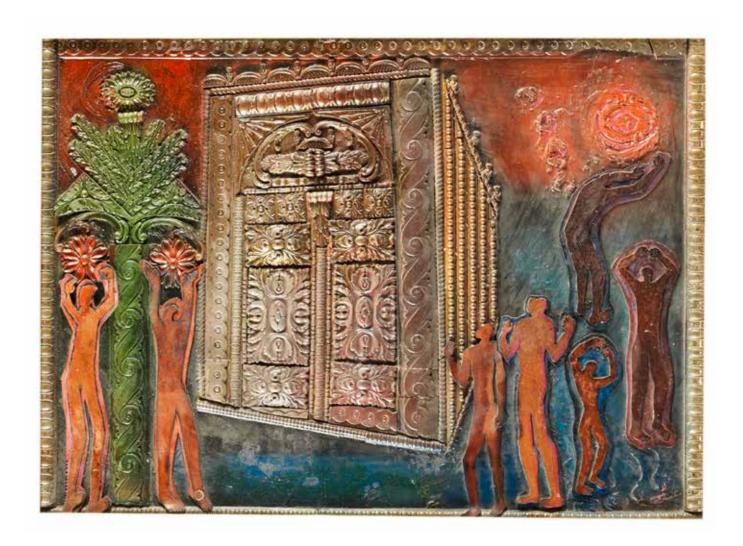
£8,000 - 12,000 US\$11,000 - 16,000 €9,400 - 14,000

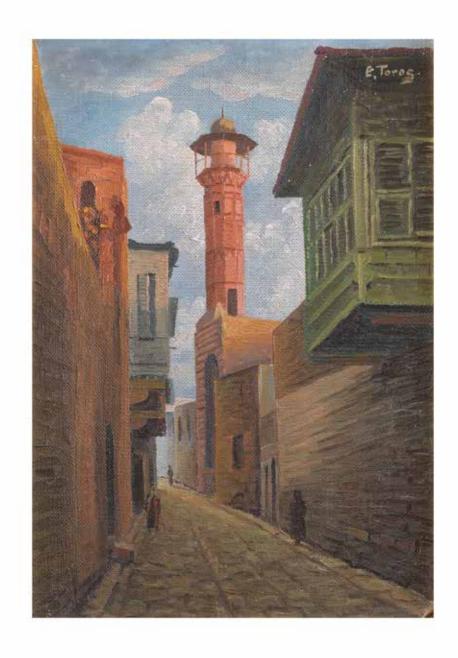
104*****

EFFAT NAGHI (EGYPT, 1905-1994)

The Pilgrimage to Mecca acrylic on embossed board with leather signed (lower right) and dated "1980" on the verso, executed in 1980 70 x 50cm (27 9/16 x 19 11/16in).

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





105 **EZEIKEL TOROS (SYRIA 1915-1984)**

An Aleppo Mosque oil on canvas executed circa 1960's 45 x 32cm (17 11/16 x 12 5/8in).

£3,000 - 6,000 US\$4,000 - 7,900 €3,500 - 7,000



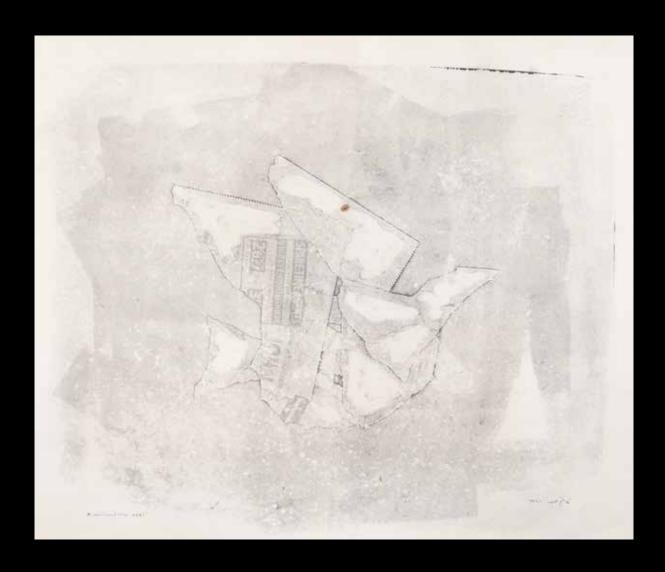
106 **EZEIKEL TOROS (SYRIA 1915-1984)** A Damascus Alley

oil on canvas executed 1960's 56 x 36cm (22 1/16 x 14 3/16in).

£3,000 - 6,000 US\$4,000 - 7,900 €3,500 - 7,000

Born in Turkey, Ezeikel Toros moved to Aleppo, Syria at the age of six. At school his talents as a painter were quickly recognized and he went on to formally pursue painting as a vocation

In 1959 he held his first exhibition in Damascus at the National Museum. Throughout his life he had over fifty exhibition throughout the Middle East. He mixed and worked with artists such as Kayyali and Moudarres before passing away in 1984



KADHIM HAYDER (IRAQ, 1932-1985)
Paper Doves monoprint on paper, unique signed K.HAIDAR 1961, lower left, executed in 1961 43 x 52cm (16 15/16 x 20 1/2in).

£3,000 - 5,000 US\$4,000 - 6,600 €3,500 - 5,900



KADHIM HAYDER (IRAQ, 1932-1985)
Anthropoid
monoprint on paper
executed in 1960 40 x 50cm (15 3/4 x 19 11/16in).

£3,000 - 5,000 U\$\$4,000 - 6,600 €3,500 - 5,900

Provenance
Property from a private collection, Beirut



109

LAYLA AL-ATTAR (IRAQ, 1940-1993)
The Violin Player
oil on canvas, framed
signed and dated 1989 (lower right)
84 x 60cm (33 1/16 x 23 5/8in).

£8,000 - 12,000 US\$11,000 - 16,000 €9,400 - 14,000



110 SADEGH TABRIZI (IRAN, BORN 1939)

Untitled (Saqqa-Khaneh) oil and gold-leaf on canvas, framed signed "S.Tabrizi" (lower right) 140 x 70cm (55 1/8 x 27 9/16in).

£4,000 - 6,000 US\$5,300 - 8,000 €4,800 - 7,100

Note

The sword on the left contains an inscription indicating that it is a depiction of Zulfaqar, the sword of Imam Ali Ibn Talib

AFRICA NOW: CONTEMPORARY AFRICA

Thursday 6 October 2016 at 2pm New Bond Street, London

PEJU ALATISE (NIGERIAN, BORN 1975)

'Unconscious Struggle' mixed media 274 x 117 x 71cm. \$30,000 - 40,000

ENQUIRIES

+44 (0) 20 7468 5881 africanow@bonhams.com



Bonhams

LONDON



The Colony Room

MASTERPIECES FROM THE PALLANT HOUSE GALLERY COLLECTION

Monday 3 October - Tuesday 11 October 2016 Bonhams, 101 New Bond Street, London W1

> Above: Lucian Freud Self-Portrait with Hyacinth in Pot

Pallant House Gallery (Wilson Gift through The Art Fund 2004) © The Lucian Freud Archive

PALLANT HOUSE GALLERY

Bonhams

LONDON

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 tor (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 I of 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*

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 on each lot purchased:

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

The Buyer's premium is payable for the services to be provided by Bonhams in the Buyer's Agreement which is contained in the Catalogue for this Sale and for the opportunity to bid for the Lot at the Sale.

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).

 Hammer Price
 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. VA

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 excort 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 dutv. 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 '\$58' 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
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins illustrated.
- All photographs are sold unframed unless stated in the Lot Description.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

CB - Château bottled

DB - Domaine bottled

EstB – Estate bottled BB – Bordeaux bottled

BE - Belgian bottled

FB - French bottled

GB - German bottled

OB – Oporto bottled UK – United Kingdom bottled

owc- original wooden case

iwc - individual wooden case

oc - original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- 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.
- O 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 Saller 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 Buver.

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
- 8.2 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. 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*.
- Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller's behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

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

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 liabile 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.

- 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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

- .4 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.
- .2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buver.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot: and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the

- .3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you 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.

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 ${\it Lot}$ 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 nonconforming *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 nonconforming 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" 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 Wobsite.
- "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 Bioder 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*.
- $\begin{tabular}{ll} \begin{tabular}{ll} \textbf{``Estimate''} a statement of our opinion of the range within which the hammer is likely to fall. \\ \end{tabular}$
- "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 ${\it Lot}$ 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.
 - 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;
 - anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)
Please circle your bidding method above.



			Sale title: The Art of Lebanon Part II & Modern and Contemporary Middle Eastern Art	Sale date: Wednesday 12 October 2016	
		.1. \	Sale no. 23907	Sale venue: New Bond Street	
Paddle number (for office use only) This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.			If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids. General Bid Increments: £10 - 200		
Data protection – use of your information Where we obtain any personal information about you,			Customer Number	Title	
we shall only use it i	n accordance with that to any additional s	ne terms of our	First Name	Last Name	
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			Company name (to be invoiced if applicable)		
			Address		
	1SR United Kingdon				
Credit and Debit Card Payments There is no surcharge for payments made by debit cards ssued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.			City	County / State	
			Post / Zip code	Country	
			Telephone mobile	Telephone daytime	
Notice to Bidders. Clients are requested to provide photographic proof of D - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.			Telephone evening	Fax	
			Preferred number(s) in order for Telephone Bidding (inc. country code)		
			E-mail (in capitals)		
			By providing your email address above, you authorise Bonhams to send to thi concerning Bonhams. Bonhams does not sell or trade email addresses.	s address information relating to Sales, marketing material and new	5
			I am registering to bid as a private buyer	I am registering to bid as a trade buyer	<u> </u>
will collect the purchases myself Please contact me with a shipping quote			If registered for VAT in the EU please enter your registration here: Please tick if you have registered with us before		
			riease note that an telephone cans are recorded.	MAX bid in GBP	_
Telephone or Absentee (T / A)	Lot no.	Brief description		(excluding premium	
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FOR WINE SALES		# := b = = 1	ill sellent from Dark David		_
rlease leave lots "a	vailable under bond	in bond I w	ill collect from Park Royal or bonded warehouse Please inc	ude delivery charges (minimum charge of £20 + VAT)	
			EEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OF VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE		
Your signature:			Date:		
* Covering Bid: A max	imum bid (exclusive of	Buyers Premium and \	/AT) to be executed by Bonhams only if we are unable to contact you by	telephone, or should the connection be lost during bidding.	

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

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

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