

MODERN AND CONTEMPORARY MIDDLE EASTERN ART

Tuesday 28 November 2017

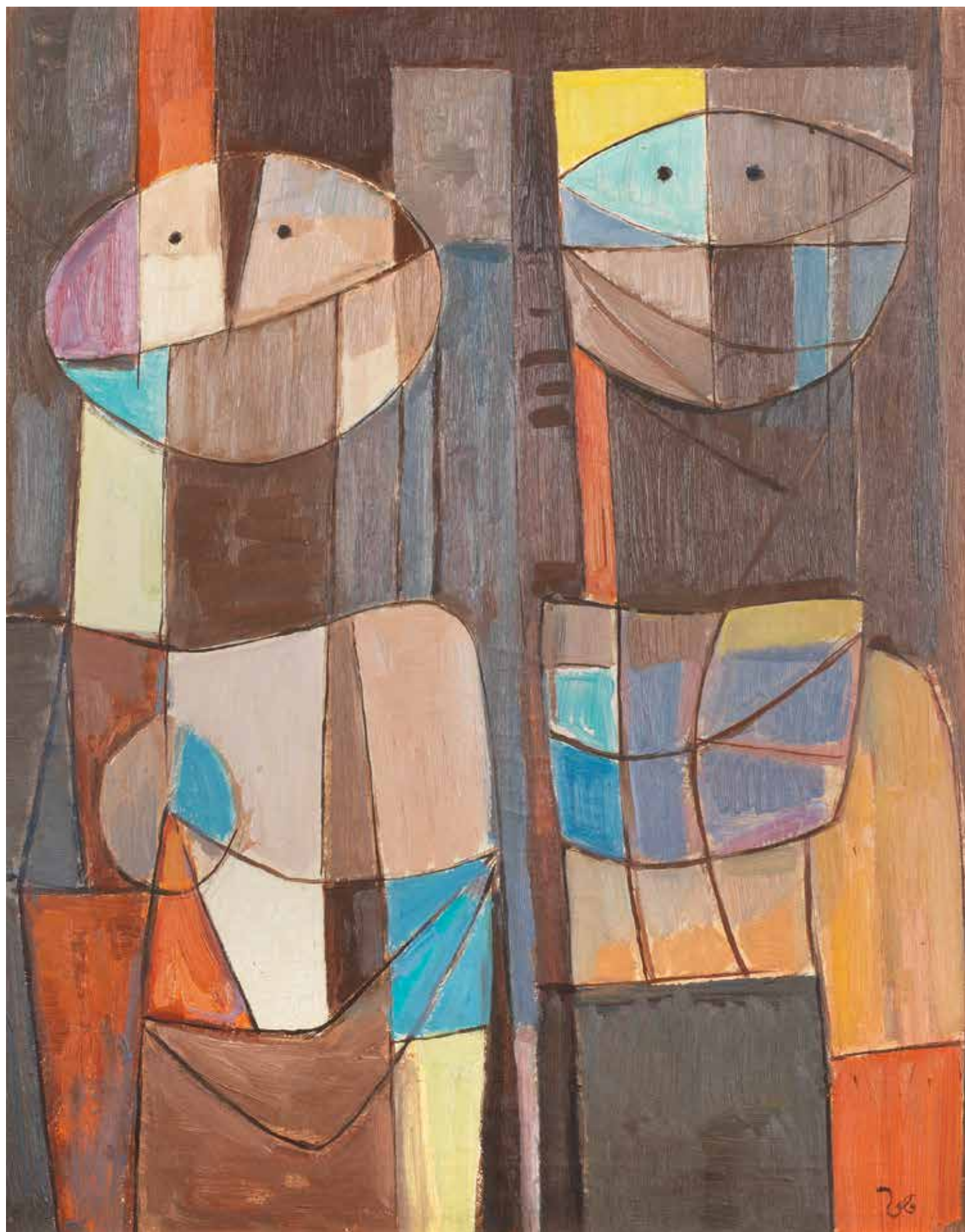


Bonhams

LONDON







MODERN AND CONTEMPORARY MIDDLE EASTERN ART

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Front cover:	Lot 21
Back cover:	Lot 12
Inside front cover:	Lot 36A
Inside back cover:	Lot 42

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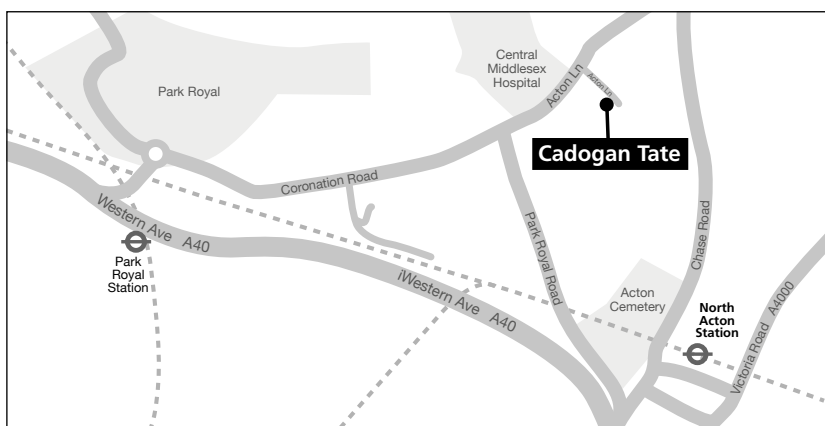
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Furniture, large pictures
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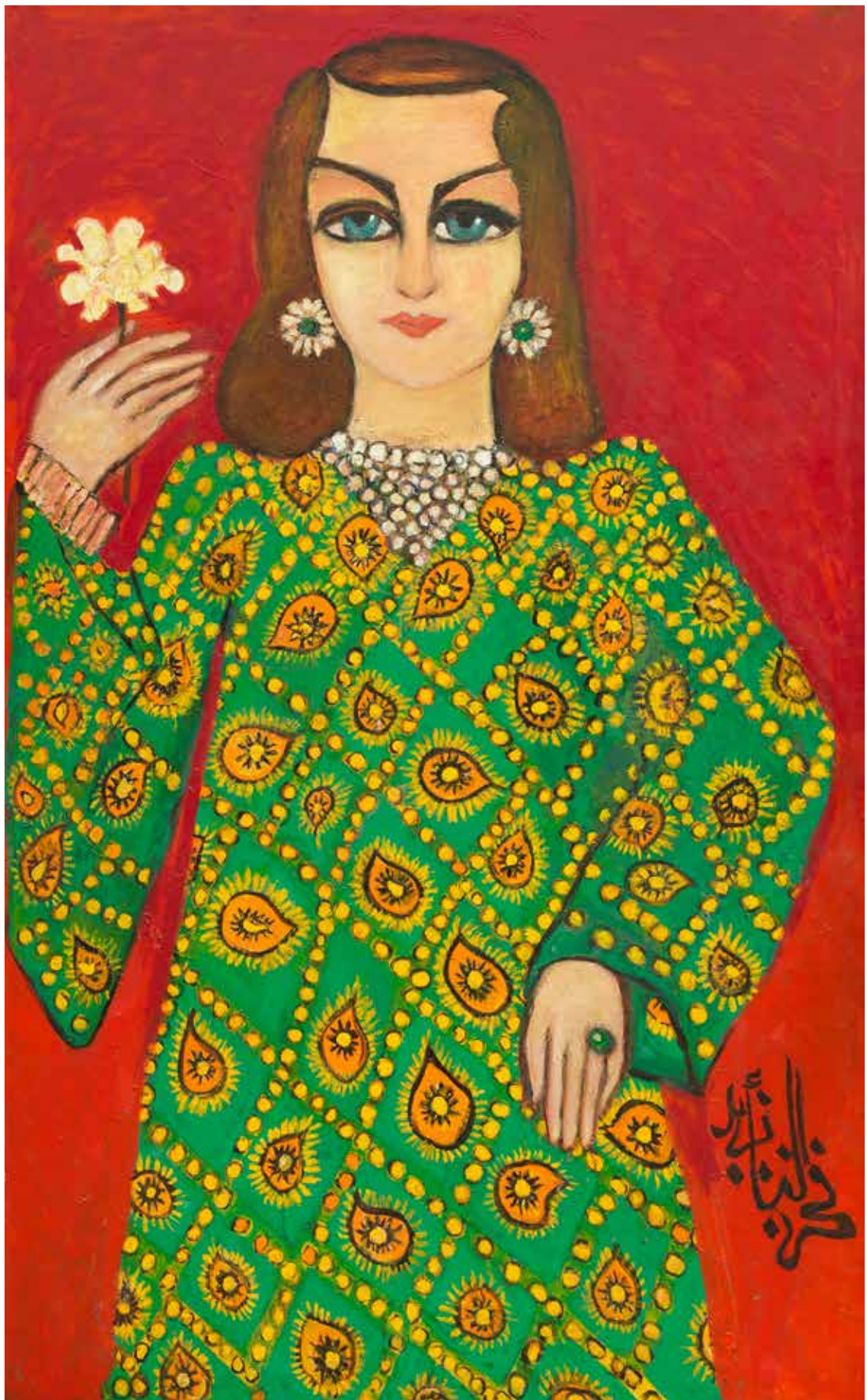
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PROPERTY FROM THE COLLECTION OF DR MOHAMMED SAID FARSI



Dr Farsi presenting his plans for Jeddah, circa 1970s

Dr. Mohammed Said Farsi is one of the Middle East's most remarkable patrons of the visual arts. Farsi was born in 1935 in the South West quarter of Mecca, Saudi Arabia. In 1956, 35 students including Farsi were chosen from all over The Kingdom to be sent to study abroad for further education. Upon completion of his undergraduate studies in Architecture and Town Planning from the University of Alexandria he returned from Egypt to his hometown where he spent 10 years working in the Bureau of Town Planning in the Western District.

In 1972, Dr. Farsi became the first Mayor of Jeddah whilst also obtaining a Master's Degree from the University of Alexandria for his thesis on the architecture and town planning of Mecca. Farsi resigned from public office in 1986 in order to focus on his research. Farsi later received a PhD in Architecture and Town Planning when he started writing a series of essays on art history and architecture that were collected and published as *The Story of Art in Jeddah* in 1989.

Dr. Farsi's vision as a city planner was to integrate important contemporary art into public spaces as he believed it would enrich the lives of the inhabitants and reflect the ongoing cultural significance of the city both locally and globally. He commissioned over 400 pieces by Arab and International artists including works by the great modern masters Henry Moore, Victor Vasarely and Cesar. In 1991 a book entitled *Jeddah City of Art* was published by his son Hani to celebrate his father's achievements.

A driving force in the Egyptian art scene, Dr Farsi offered significant guidance and support to young emerging artists and at the same time he promoted and collected a great deal of modern Egyptian art. Farsi became the only Modern Egyptian Art collector to have systematically documented the works in his collection, commissioning a book that was published in 1998 by the critic and scholar Dr. Sobhy Sharouny entitled *A Museum in a Book: The Farsi Art Collection "The Egyptian Works"* Owned by Dr. Mohammed Said Farsi.

Dr. Farsi's profound fondness for Egypt, notably Alexandria found expression in the creation of his astounding collection, he himself commented that "Living intimately within Alexandria's enchanted atmosphere of the 1950s had the greatest effect in forming my artistic consciousness". Dr Farsi's interests later spread over a much broader spectrum as he also began collecting classical Islamic Art.

PRESENTED AT NO RESERVE



1

YOUSSEF KAMEL (EGYPT, 1891-1971)

A Shop in the Country

oil on wood panel, framed

signed "Y.Kamel" in Arabic & English (lower right)

80 x 61cm (31 1/2 x 24in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,600

NO RESERVE

Provenance

Property from the private collection of Dr Mohammed Said Farsi

Literature

Dr Sobhy Al Sharouny, The Collection of Dr. Mohamed Saïd Farsi
"The Egyptian Works", A Museum in a Book, 1998
illustrated as a full page bleed on page 73 and illustrated on
page 66 and in black & white on 63.

Born in Cairo in 1891, Youssef Kamel is one of the most prominent visual artists of Egypt's Modern Era. Together with his six contemporaries: Ragheb Ayad, Mahmoud Mokhtar, Mahmoud Said, Mohamed Hassan, Mohamed Naghi and Ahmed Sabry, they pioneered the Modern Egyptian Art movement at the turn of the second millennium.

In 1908, aged 17, Kamel joined the newly Egyptian School of Fine Arts, graduating from the school's Painting Department in 1911. His thirst for knowledge pushed him – along with his close friend and colleague Ragheb Ayad – to knock the doors of Rome's Academy of Fine Arts, seeking to enroll in post-graduate studies. Youssef Kamel was granted a five-year state fellowship in Rome between 1925 and 1929., Kamel worked as a teacher of painting at the Cairo School of Fine Arts. Between 1947 and 1950, Kamel served as director of Egypt's Modern Art Museum.

In 1950, he became the dean of Cairo's School of Fine Arts School, a position he held until 1953. Youssef Kamel died in December 1971 in his estate in Matareya, at the age of 80.



2

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

Women in Bamboo Trees

indian ink on paper, framed

signed "Abdel Hadi Al-Gazzar" and dated "1948" in Arabic (lower right), executed in 1948

35.5 x 25.5cm (14 x 10 1/16in).

£1,500 - 2,500

€1,700 - 2,800

US\$2,000 - 3,300

NO RESERVE

Provenance

Property from the private collection of Dr Mohammad Said Farsi

Literature

Dr Sobhy Al Sharouny, The Collection of Dr. Mohamed Saïd Farsy

"The Egyptian Works", *A Museum in a Book*, 1998

illustrated on page 286

Alain and Christine Roussillon, *Abdel Hadi El-Gazzar*, Dar Al Mustaqbal Al Arabi, Cairo, 1990

Dr Sobhy Sharouny, *Abdel Hadi Al-Gazzar*, Cairo, 2007, illustrated on page 39

3

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

Study of the Hanged Man (The Denshawai Incident)

indian ink on paper, framed

signed "Abdel Hadi Al-Gazzar" and dated "1955" in Arabic (lower left), executed in 1955

26 x 31cm (10 1/4 x 12 3/16in).

£1,500 - 2,500

€1,700 - 2,800

US\$2,000 - 3,300

NO RESERVE

Provenance

Property from the private collection of Dr Mohammad Said Farsi

Literature

Dr Sobhy Sharouny, *Abdel Hadi Al-Gazzar*, Cairo, 2007,

illustrated on page 81



Abdel Hadi El-Gazzar painted this study before he began working on his painting entitled "The Hanged Man", which revolves around the executions of Denshawai, Egypt.

The Denshawai incident took place in 1906 during the British occupation and is remembered by many Egyptians until today. This was a dispute that occurred between the local villagers of Denshawai and the British military officers who were pigeon hunting in the area. The sporting event quickly turned into an altercation as the villagers were unsettled by watching their pigeons being hunted for sport as they served as one of the main local sources of livelihood for the village. One of the British officers accidentally shot an Egyptian woman and set a wheat silo on fire, which led to a violent clash and to the arrest of several Egyptian villagers and the hanging of 7. This event was considered by some historians to mark the turning point in the colonisation and British presence in Egypt. In 1999, The Denshawai Museum was established in Al-Minufiyah, Egypt to commemorate the incident.

4

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

Portrait of a Learned Man

pastel on paper, framed

signed "A. Al Gazzar" and dated "1950" in Arabic (lower left),
executed in 1950

32.4 x 25.5cm (12 3/4 x 10 1/16in).

£1,500 - 2,500

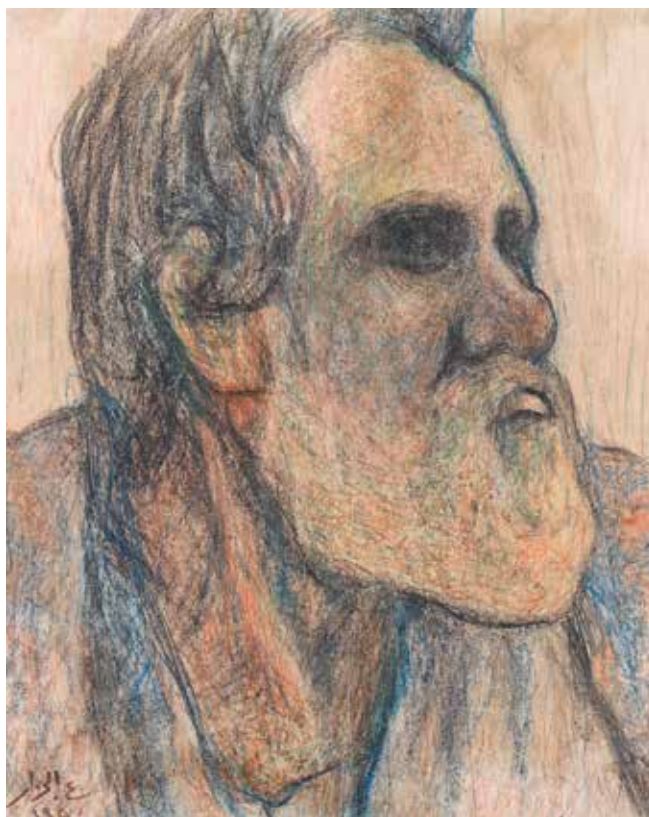
€1,700 - 2,800

US\$2,000 - 3,300

NO RESERVE

Provenance

Property from the private collection of Dr Mohammad Said Farsi



5

HAMED NADA (EGYPT, 1924-1990)

Untitled

acrylic on paper

signed "H. Nada" and dated "1983" in Arabic and English (lower right),
executed in 1983

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

£1,000 - 2,000

€1,100 - 2,200

US\$1,300 - 2,600

NO RESERVE

Provenance

Property from the private collection of Dr Mohammed Said Farsi





6

MAHMOUD MOUSSA (EGYPT, 1913-2003)

A Goat with her Kids

grey granite sculpture

signed "M. Moussa" in Arabic between the legs, executed in 1982

24x41cm

£4,000 - 6,000

€4,500 - 6,700

US\$5,300 - 7,900

NO RESERVE

Provenance

Property from the private collection of Dr Mohammad Said Farsi

Literature

Dr Sobhy Al Sharouny, The Collection of Dr. Mohamed Said Farsy

"The Egyptian Works", A Museum in a Book, 1998

illustrated on page 219



7

MAHMOUD MOUSSA (EGYPT, 1913-2003)

Female head

grey granite sculpture

signed "M.Moussa" in Arabic on the bottom of the sculpture,

executed in 1984

height: 23cm

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,600

NO RESERVE

Provenance

Property from the private collection of Dr Mohammad Said Farsi

Literature

Dr Sobhy Al Sharouny, The Collection of Dr. Mohamed Said Farsy

"The Egyptian Works", *A Museum in a Book*, 1998

illustrated on page 221

8

MOHAMMED GHANI HIKMAT
(IRAQ, 1929-2011)

Abstract Movement
wooden sculpture
executed circa 1980s
height: 20cm

£1,000 - 2,000

€1,100 - 2,200

US\$1,300 - 2,600

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

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

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



9

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

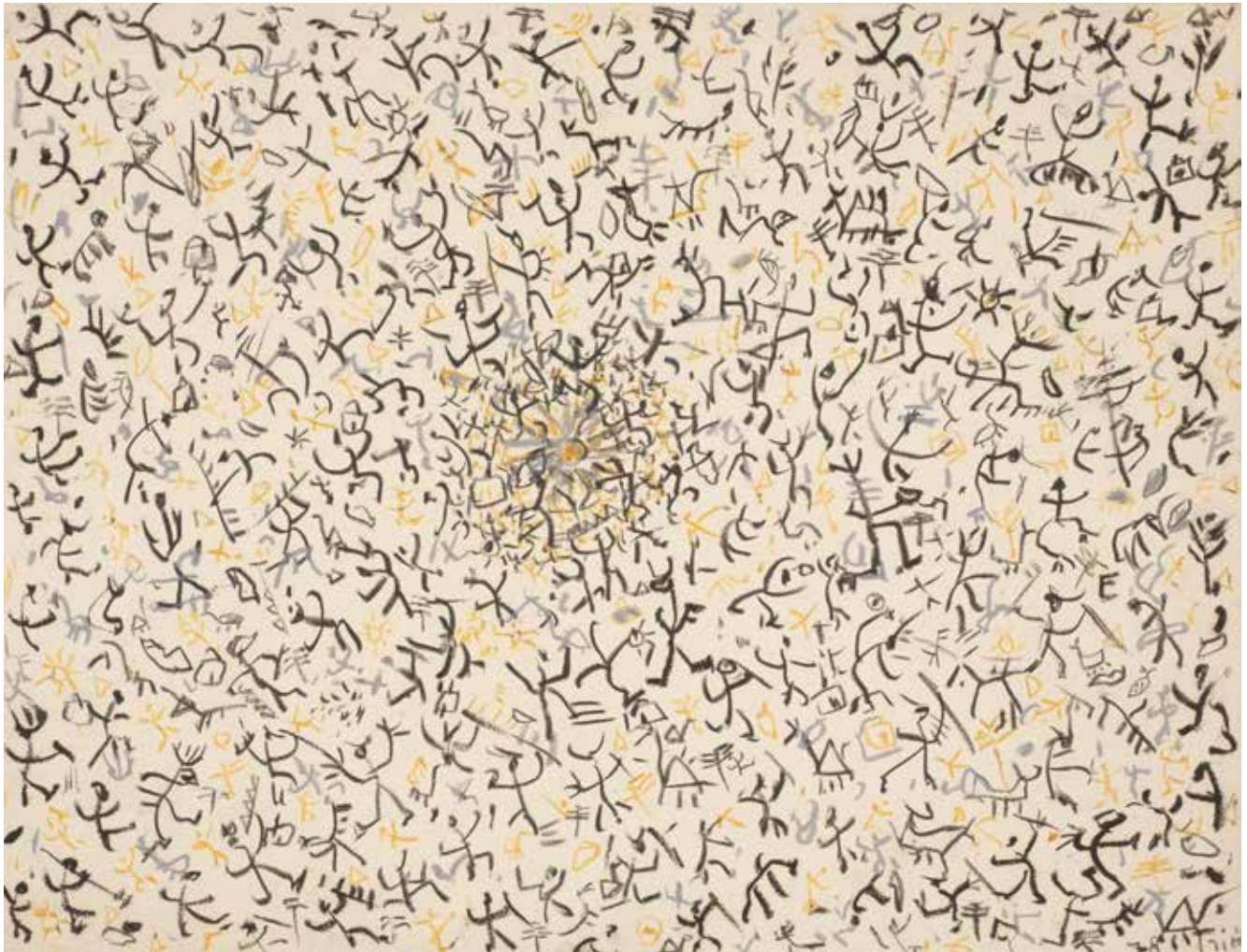
The Magic Dance
cast stone
executed circa 1970s
52x40cm

£4,000 - 6,000

€4,500 - 6,700

US\$5,300 - 7,900





10

GOUIDER TRIKI (TUNISIA, BORN 1949)

Patterns

crayon on paper

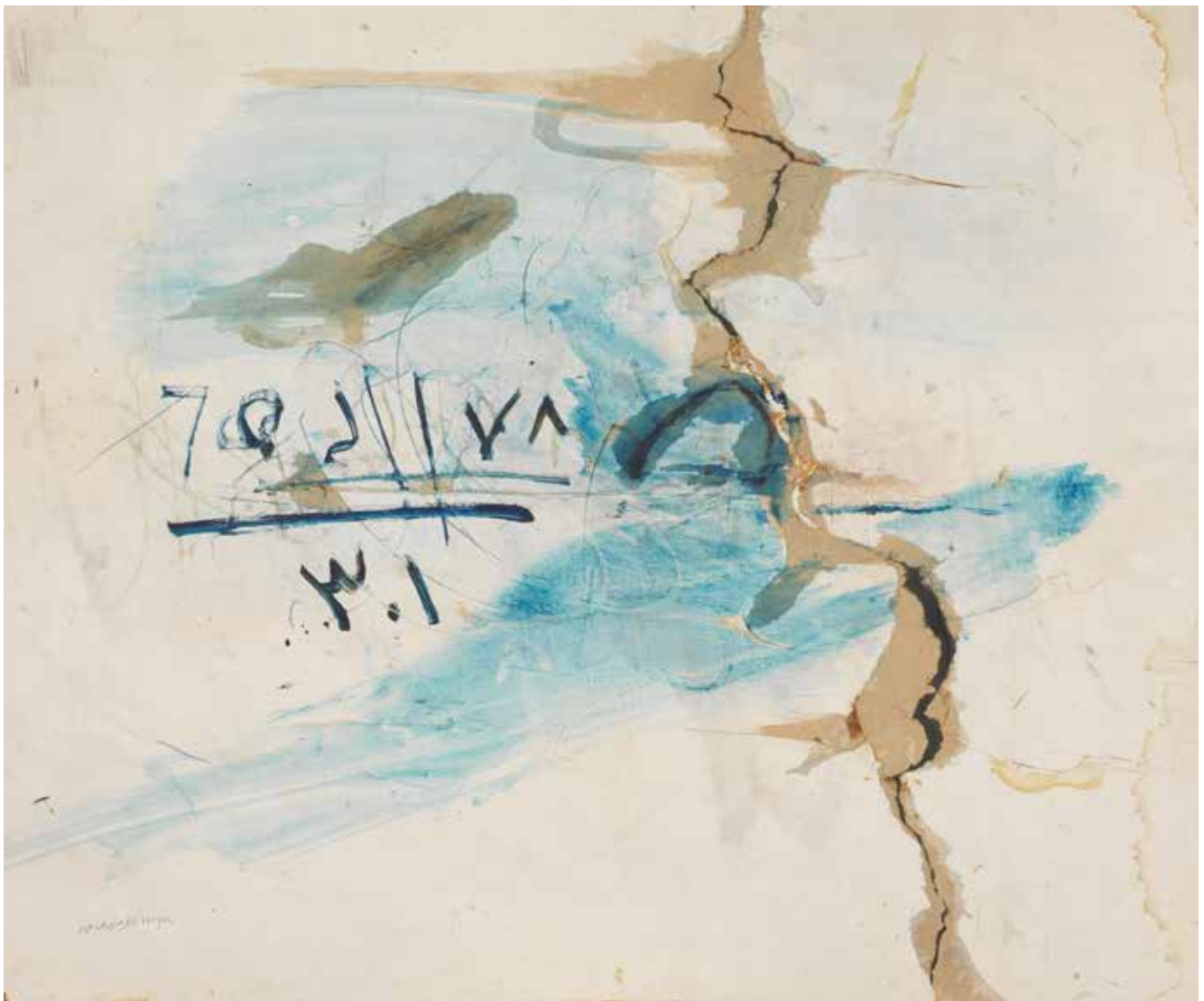
signed and dated "'78 Triki" (lower right), executed in 1978

65.5 x 50cm (25 13/16 x 19 11/16in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,300 - 7,900



11

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

Untitled (One Dimension)

mixed media on paper

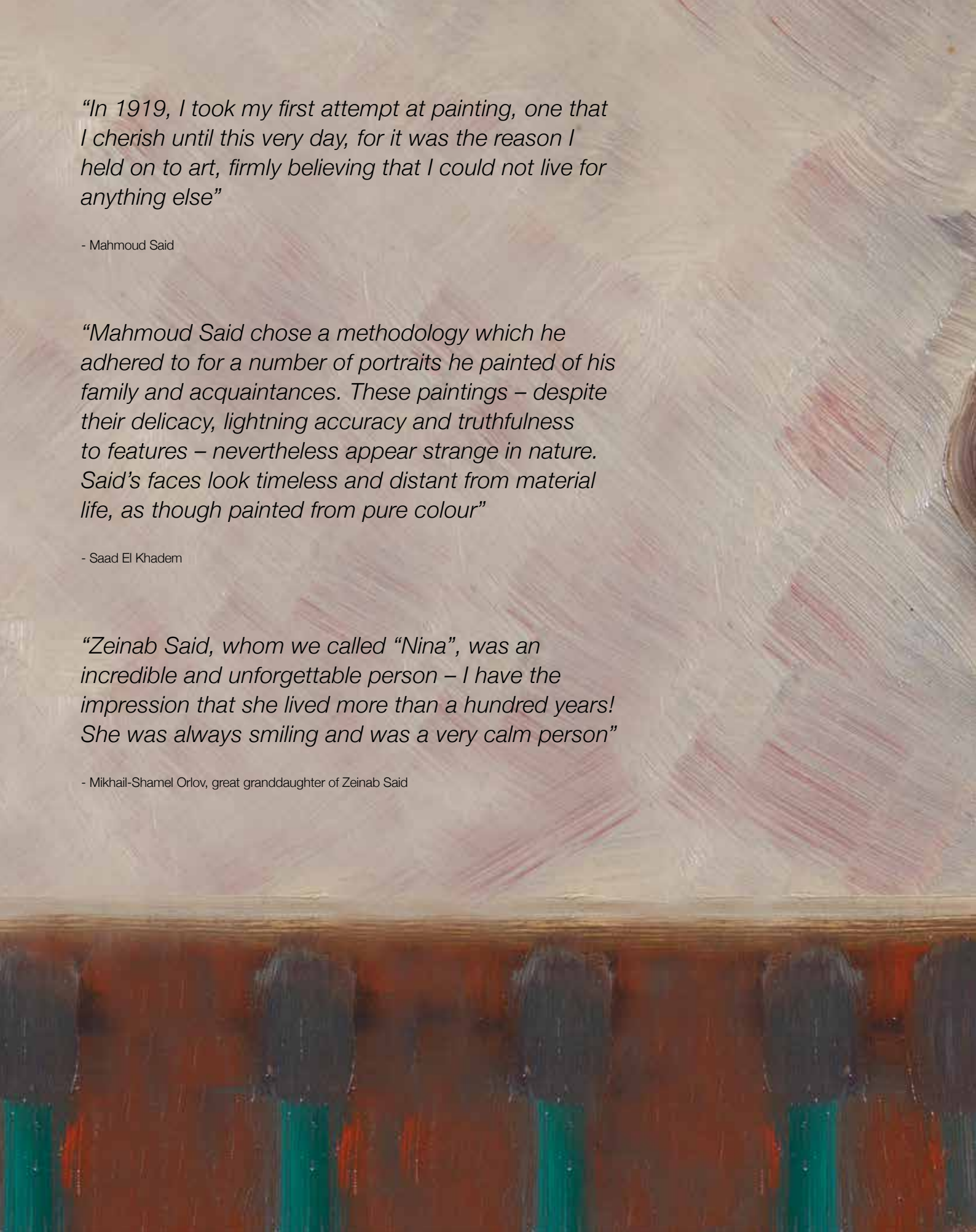
signed "Shakir Hassan Al Said" and dated "1979/1978" in Arabic
(lower left), executed in 1978-1979

61 x 73.4cm (24 x 28 7/8in).

£5,000 - 7,000

€5,600 - 7,800

US\$6,600 - 9,200



"In 1919, I took my first attempt at painting, one that I cherish until this very day, for it was the reason I held on to art, firmly believing that I could not live for anything else"

- Mahmoud Said

"Mahmoud Said chose a methodology which he adhered to for a number of portraits he painted of his family and acquaintances. These paintings – despite their delicacy, lightning accuracy and truthfulness to features – nevertheless appear strange in nature. Said's faces look timeless and distant from material life, as though painted from pure colour"

- Saad El Khadem

"Zeinab Said, whom we called "Nina", was an incredible and unforgettable person – I have the impression that she lived more than a hundred years! She was always smiling and was a very calm person"

- Mikhail-Shamel Orlov, great granddaughter of Zeinab Said



A RARE AND IMPORTANT EARLY MAHMOUD SAID

DEPICTING THE ARTIST'S SISTER ZEINAB, MOTHER OF QUEEN FARIDA



Bonhams are delighted to present an exquisite and significant 1919 portrait by the father of Egyptian twentieth century art, Mahmoud Said. Depicting his beloved sister Zeinab, the present work is one of only a handful of works executed by the artist directly after 1918, when he had left the studio of Italian artist Arturo Zanieri who was a critical figure in fostering Said's early artistic education. It is only after leaving Zanieri's studio in 1919 that Said declares he took his "first attempt at painting"; the present work is amongst no more than five documented portraits executed in this period making it one of Mahmoud Said's first consummate works of art.

Deeply personal, Said's early portraiture was his first foray into an artistic life which slowly dissuaded him from a career in the judiciary. Portraits of his close family and friends form the most significant works from this period, of which "Portrait de ma Soeur" is one of the most artistically unique and striking. Executed in tight, individually defined brushstrokes, the portrait clearly resembles the stylized and particular brushwork employed in early fauvist works by artists like Matisse and Derrain.

For an artist in his early twenties with very little in way of formal training, Portrait de ma Soeur exhibits an absolutely remarkable painterly sophistication. The subject reclines in effortless grace, her eyes pensively glancing into a distance, in an almost indifferent disregard of the artistic plane. A tightly formed, stringently arranged facial rendition slowly gives way to looser, freer strokes, culminating in a spontaneous, flowing cloak where hair, garment and foreground blend in a torrent of colorful lyricism.

The artist's sister, Zeinab, who would go on to become the mother of Egypt's Queen Farida, was one of Said's four siblings, and is most likely depicted here in an imagined costume; the flamboyant Native American garb not only lends an exotic lilt to the composition but hints at the childhood games and fantasies popular amongst close siblings. The painting, filled as it is with childhood wonder and familial intimacy, makes it perhaps one of Mahmoud Said's most tender and loving early portraits.



12 *

MAHMOUD SAID (EGYPT, 1897-1964)

Portrait de ma Soeur (Zeinab Said)
oil on board, framed
signed, dated and inscribed "M. SAID CAIRE 1919"
(lower right), executed in 1919
40 x 30cm (15 3/4 x 11 13/16in).

£60,000 - 100,000

€67,000 - 110,000

US\$79,000 - 130,000

Provenance

Property from the collection of May Zeid and Adel Youssry Khedr, Cairo
Property of the artist's collection until 1964;
Acquired from the above by Dr Hassan El Khadem and Nadia
Mahmoud Said (the artist's daughter), Alexandria,
until at least 30 June 1976;
Gihane Mirza, Alexandria;
Khayria Rateb (the latter's daughter), Cairo;
Acquired directly from Khayria Rateb by the present owner

Literature

Valerie Didier Hess and Hussam Rashwan, Mahmoud Said: Catalogue
raisonne Volume 1, Paintings, Skira Editore, 2016
Abu Ghazi, 1972 (illustrated, unpagged); Al-Nabawi Al-Shal, 1982,
plate 2 (detail, unpagged, titled: The Artist's Sister)
El-Gabakhang, 1986, no. 2 (illustrated)
Dawastashy, 1997b, no.7 (page 77 and iconp.296)
Fakhry, 2004, p.171 (illustrated)
Al-Shafei, 2012, fig. 5; Hess, 2013, page 89 (illustrated in colour,
incorrectly dated 1920)

THE ARTIST

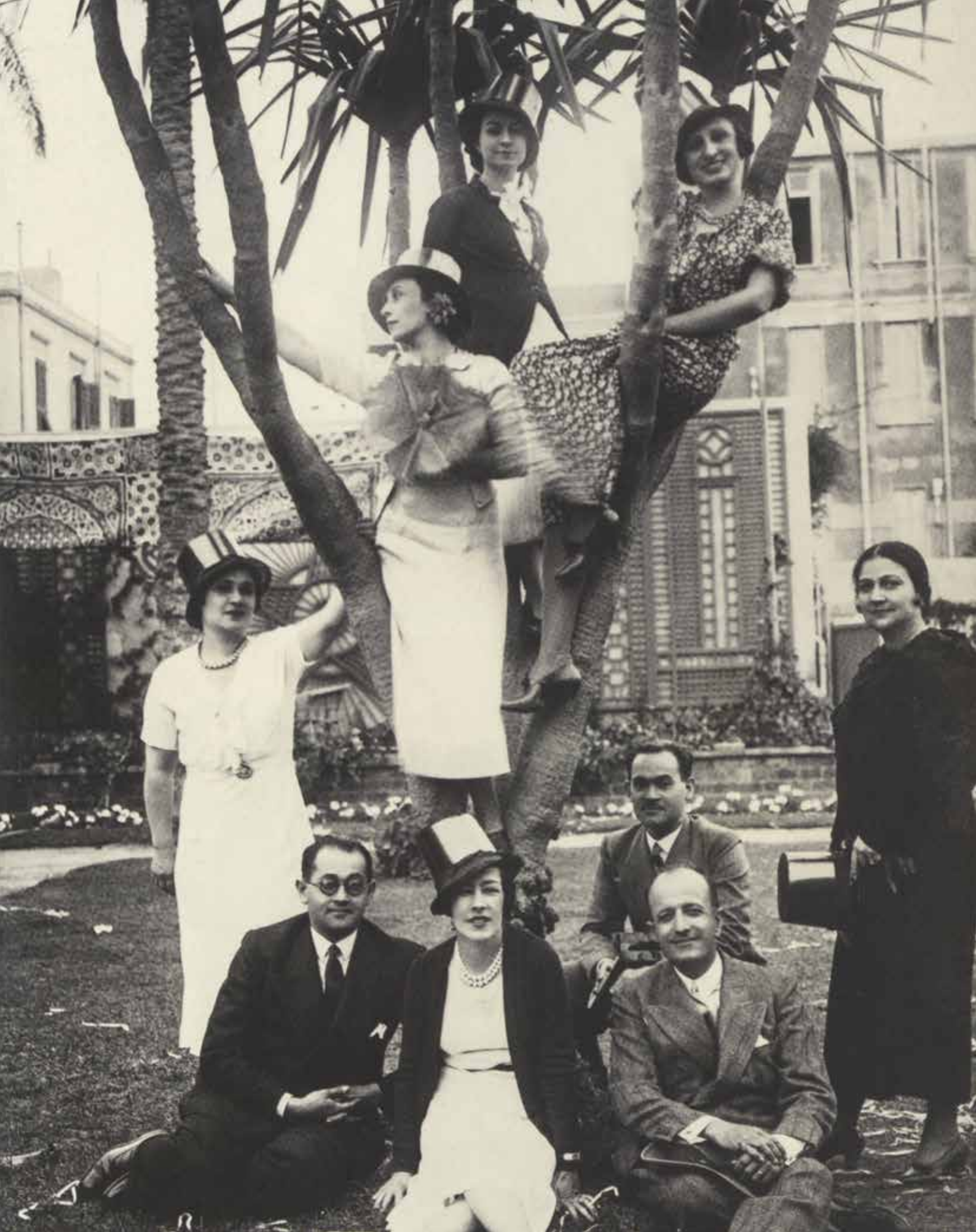
MAHMOUD SAID

Mahmoud Said's body of work is considered as one of the central pillars of twentieth century Egyptian art. Born into an aristocratic Alexandrian family, Mahmoud Said was an unlikely artist. He was the son of Mohammed Pasha Said, who was Egypt's Prime Minister during the reign of King Faud I, he later became uncle to Queen Farida, the first wife of King 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 Daferno, 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.



13 *

SAMIR RAFI (EGYPT, 1926-2004)

The Ritual

oil on wood panel, framed

signed "S.Rafi" and dated "1970" in English

(with an unfinished painting on the verso), executed in 1970

85 x 43cm (33 7/16 x 16 15/16in).

£14,000 - 18,000

€16,000 - 20,000

US\$18,000 - 24,000

Provenance

Property from a private collection, Cairo

Representations of Egyptian daily life infused with surrealism and symbolism characterised Samir Rafi's oeuvre. He emphatically subscribed to the surrealist movement spearheaded by Ramsis Yunan and Georges Henein. The artist received critical acclaim during the 1950s from Aimé Azar, a teacher of aesthetics at Ain Shams University, who noted how Rafi accentuated the tragedy of modern life.

Samir Rafi was born in 1926 in Cairo. Rafi's artistic talent was discovered early on in his life. After attending secondary school under the mentorship of the prominent art scholar Hussain Youssef Amin, Rafi went on to obtaining a degree in Fine Arts at the School of Fine Arts in Cairo. In 1943, when Rafi was only seventeen Youssef Amin organised Rafi's first art exhibition. A major work from this exhibition was acquired by the Art Museum of the Ministry of Education.

In 1953, Rafi moved to Europe to pursue a PhD programme in art history at the University of Sorbonne in Paris. He exhibited widely and took part in numerous international exhibitions during this period. Upon Rafi's return to Cairo he assumed a role as an art professor at the School of Fine Arts and engage in art journalism.

Rafi was a prominent member of the Contemporary Art Group founded in 1946 by Hussein Youssef Amin, an artist collective that emphasised the relationship of art to society and popular culture and the adaptation of modern forms and techniques.



14 *

HAFIZ DRUBI (IRAQ, 1914-1991)

Cubist Games

oil on canvas, framed

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

85 x 40cm (33 7/16 x 15 3/4in).

£14,000 - 18,000

€16,000 - 20,000

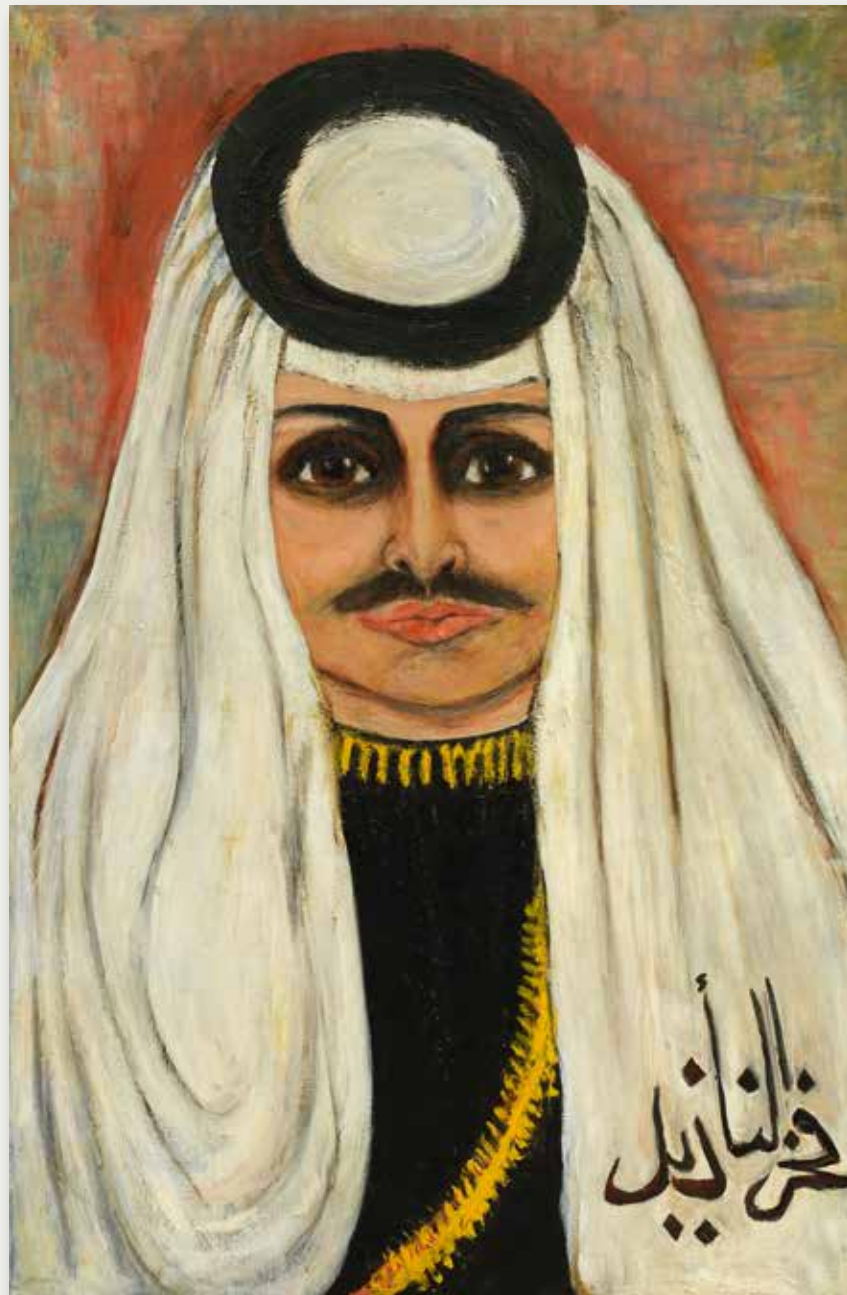
US\$18,000 - 24,000



TWO MONUMENTAL ROYAL PORTRAITS BY FAHR EL-NISSA ZEID



FROM THE PRIVATE COLLECTION OF
PRINCESS ALIA AL HUSSEIN



Rarely do auction houses enjoy the privilege of presenting such a seminal set of works from one of the Middle East's most ground-breaking and celebrated painters: these larger than life portraits of the late King Hussein of Jordan, and his eldest daughter, Princess Alia, were not only the centerpieces of one of the artists most important exhibitions in Amman in 1981, but come directly from the Royal family itself, having been in the private collection of Princess Alia over the past thirty years.

A relative of Fahr El-Nissa, Princess Alia is the eldest daughter of Jordan's late King Hussein, who ruled the Kingdom from 1952-1999. The two enjoyed a close relationship from childhood, and after Fahr El-Nissa's subsequent move to Amman in 1975 the two developed a far closer bond as Alia became an enthusiastic student of Fahr El-Nissa's informal art lessons in Amman.

The present works are critical examples of Fahr El-Nissa's later portraiture, a period which was almost entirely defined by her personal relationships, and where the majority of her output consisted of stylized depictions of members of her intimate circle. Arguably some of the most memorable works of Fahr El-Nissa's long career stem from this period including her magnificent Self Portrait "Someone from The Past", currently one of the centerpieces of the Artists retrospective at Tate Modern, which was exhibited alongside both present works in her seminal 1981 show in Amman.

Superlative quality, monumental scale, distinguished provenance, important subject matter, and significant exhibition history form to make these some of the most rare and exquisite works by FNZ to come to the market.

"When painting a portrait, you find yourself dealing with a three-character play: there is the human being sitting, there is the painter, and there is a third character, who must be generated not only by looking at the model. The point is to discover the models interior life, the one that lies behind his forms and features, and in going that far, you also go deep inside yourself"

- Fahr El-Nissa Zeid



"I painted with Fahr El-Nissa in the early eighties and we were also near neighbours at the time. She was married to my great grandfather's brother. I knew her from childhood as we used to visit her and Prince Zeid when they lived in England and of course when she came to live in Jordan we all met regularly as family aside from my dabbling in art. She was a delight to be around, always interesting and positive and someone I enjoyed visiting

I was a member of the Sitti Fahr El-Nissa school – meaning that she was kind enough to include me in her weekly mornings of tea and painting. She was colorful both in her person and in her surroundings – from artworks to Turkish fabrics of gold and velvet to lamps with flower arrangements stuck on them – and the same went for her jewelry, from plastic rings from a cracker worn next to impressive diamonds! She would serve brunch with savories and sweets and then we were let loose in her spare rooms with huge canvases and paint and told to just express ourselves

"The painting of me started with me sitting for it for two sessions but not successive as she painted in between - she then changed the eye colour at some stage – I actually felt it resembled me a little more before she changed it, but she liked to put things in her own way!"

- Princess Alia of Jordan

15 *

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

Portrait of Princess Alia of Jordan

oil on canvas, framed

signed "Fahr El-Nissa Zeid" in Arabic (lower right), inscribed "El Amira Aliya Husein, Her H. Princess Alia Jordan 1982 No. 13" on the verso, executed in 1982

227 x 147cm (89 3/8 x 57 7/8in).

£50,000 - 70,000

€56,000 - 78,000

US\$66,000 - 92,000

Provenance

Property from the collection of Princess Alia Al Hussein

Exhibited

Amman, Qasr Al Thaqafa, *Fahrelnissa and Her Institute*, 1981

Literature

Amman, Fahrelnissa Zeid Institute of Fine Arts, *Fahrelnissa Zeid and Her Institute: Exhibition Catalogue*, 1981

Andre Parinaud, *The Royal National Jordanian Institute Fahrelnissa Zeid Fine Arts, Fahr El Nissa Zeid*, 1984, illustrated on page 127





"My father's painting – Prince Raad gave it to me after my father passed away saying it was the most fitting place for it as his eldest child"

"King Faisal of Saudi Arabia was on a state visit here and my father decided the night before the visit ended that he would jolly well wear Arab (and in particular a Hashemite family style) dress – so he just put it on and left the house to pick up King Faisal and escort him to the airport – King Faisal had not realised it was my father when he walked and walked straight past him! – it's actually the only formal time that I recall him ever wearing that"

16 *

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

Portrait of King Hussein of Jordan (Eternal Youth)

oil on canvas, framed

signed "Fahr El-Nissa Zeid" in Arabic (lower right), inscribed "His Majesty King Hussein, Jordan 1973, No.13" on the verso
173 x 123cm (68 1/8 x 48 7/16in).

£50,000 - 70,000

€56,000 - 78,000

US\$66,000 - 92,000

Provenance

Property from the collection of Princess Alia Al Hussein

Exhibited

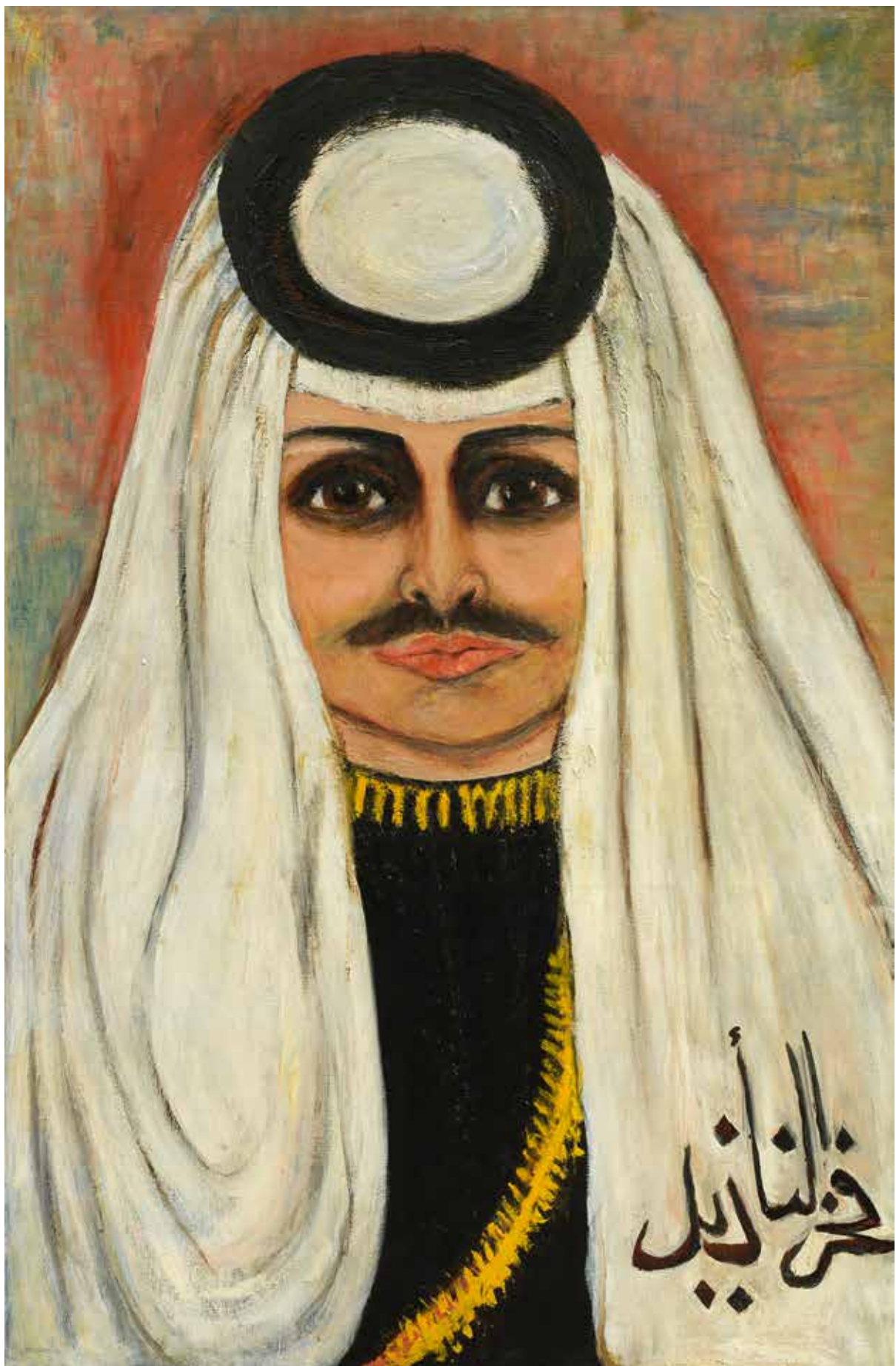
Amman, Qasr Al Thaqafa, Fahrelnissa and Her Institute, 1981

Literature

Amman, Fahrelnissa Zeid Institute of Fine Arts, *Fahrelnissa Zeid and Her Institute: Exhibition Catalogue*, 1981

Andre Parinaud, *The Royal National Jordanian Institute Fahrelnissa Zeid Fine Arts, Fahr El Nissa Zeid*, 1984, illustrated on page 136







KING HUSSEIN OF JORDAN

King Hussein bin Talal was the King of Jordan from 1952 until his death in 1999. At the time of his death, he was the longest serving executive head of state in the world. He ascended the throne when his father, the reigning king, Talal I bin Abdullah, was forced to abdicate the throne due to health reasons in 1952.

Hussein, the crown prince, was thus proclaimed the new King of the Hashemite Kingdom of Jordan. Since Hussein was just 16 years old at time, a Regency Council was appointed till he came of age. King Hussein believed in maintaining peace and was not in favor of war which according to him was futile. Jordan was going through a period of strife and turmoil when he came to power, and he tried his best to bring about stability and peace in the Middle East.

Hussein had inherited a young kingdom and the then Jordanian controlled West Bank in 1953 when he was a 17-year old schoolboy. The country had few natural resources, and a large Palestinian refugee population resulting from the 1948 Arab-Israeli War. Hussein led his country through four turbulent decades of the Arab-Israeli conflict and the Cold War, successfully balancing pressures from Arab nationalists, and Western countries and Israel—transforming Jordan at the end of his 46-year reign to a modern stable state. Because of his compassionate nature and pacifist efforts he was known to his people as the ‘Al-Malik Al-Insan’ — The Humane King.

He was widely regarded as the Middle East’s peacemaker. He was revered for pardoning political dissidents and opponents, and giving them senior posts in the government. Hussein, who survived dozens of assassination attempts and plots to overthrow him, was the region’s longest reigning leader. The King died at the age of 63 from complications of cancer recurrence on 7 February 1999, his funeral was the largest gathering of world leaders since 1995. He was succeeded by his eldest son Abdullah II.



PRINCESS ALIA AL HUSSEIN

Princess Alia bint Hussein is the eldest child of King Hussein of Jordan from his first wife, Sharifa Dina bint Abdul-Hamid. Princess Alia’s mother is an Egyptian-born third cousin of King Hussein’s father, King Talal. A graduate of Cambridge University and a former lecturer in English literature at Cairo University, Sharifa Dina first met King Hussein in London, where they were both studying in 1952, and by 1955 the couple were married. Although the marriage was short-lived, the couple gave birth to Princess Alia in 1956 before parting a year later.

Princess Alia received her schooling in Amman and the United Kingdom, before graduating with honours from the University of Jordan in 1977, obtaining a bachelor’s degree in English literature.

Princess Alia’s lifelong passion and endeavour has been striving towards the better care and treatment of animals and wildlife. To this end she established the Princess Alia Foundation, a non-profit, non-governmental organization that is under the Ministry of Social Development in the Hashemite Kingdom of Jordan. Its stated motto is “Respect and Compassion towards Creation”. Having witnessed from an early age the serious deterioration in how animals and the environment are perceived and treated, she established this foundation with the goal of addressing all these issues holistically.

The Foundation works with rehabilitation of native wildlife, as well as providing solutions for creatures confiscated from illegal wildlife traders and inadequate zoos, as well as humane and sustainable solutions for stray animal control. It also works with the youth and education and therapy through interaction with equines for people on the autistic spectrum and others with emotional and behavioral problems.

As a young girl, Princess Alia cared for a Shetland pony, developing a bond with animals that has since blossomed into a strong passion for interacting with animals and all nature in a humane and mutually respectful manner. This is strongly reflected in her attitude towards another major aspect of her work, equestrianism. As director of the Royal Stables of Jordan for the Preservation of the Arabian Horse, Princess Alia initiated the annual festival of the ‘Arabian Horse at Home’ and organised the Middle East Championships for Purebred Horses. She has been President of the Royal Jordanian Equestrian Federation since 1993.

FAHRELNISZA ZEID'S AMMAN PORTRAITURE: RITUALS OF FRIENDSHIP AND RE-INVENTION.

Adila Laïdi-Hanieh, Ph.D.

Introduction

The last fifteen years of Fahrelnissa's life were a consolidation and transformation of her previous work. She enjoyed a lifelong stamina that made her swim for hours in the Mediterranean, and paint in record speed monumental abstract paintings. In her eighties in Jordan, Fahrelnissa divided her time leading an active social life, teaching, painting, and travelling. She bifurcated her art practice into two directions: teaching abstract painting, and painting portraits. These portraits were also a transformation of her earlier styles, evidencing Fahrelnissa's constant innovation, into the last years of her life. These portraits are first, ritualistic tokens of affection towards her sitters whom she chose and presented with their portraits. Further, within her Amman output, Fahrelnissa developed a new genre of archetypal royal-mythological portraiture; the two works offered in this sale are chief examples of that new genre.

Amman Period

Settling in Jordan in 1975, Fahrelnissa would live in a quiet town of fewer than a million inhabitants. She lived near her son Prince Raad and his family. Fahrelnissa also found there members of the extended Hashemite Royal Family she had known over the years. The country lacked then the familiar institutional arts landmarks that constituted her life since she was an adolescent. She therefore proceeded to reconstitute them around her. First, she reproduced in her new house the timeless décor of her previous homes. The interiors were a panoramic representation of her life, art, and of her inner worlds. This décor served to create a familiar cocoon around Fahrelnissa as well as introducing her to her visitors, as Fahrelnissa was always receiving new people. She opened her house to anyone who wanted to discuss his or her art practice, as well as entertaining family, diplomats, etc. She always received visitors in her usual grand style.

Then, Fahrelnissa began teaching art in 1976. She worked first with a small group on Wednesday mornings for group sessions of painting, evaluation and analysis of their works, and discussions of various cultural topics. Within a few years, Fahrelnissa abandoned the group-teaching format to focus on meeting individually the more committed students, while she left the Wednesday mornings to receiving various callers in an art salon type.

Punctuating her teaching was the seminal 1981 group exhibition Fahrelnissa held with twelve of her students. No hall in Jordan could accommodate the large canvases, so the Cultural Palace's auditorium was emptied of its seats, and converted into a gallery. The exhibition was extended, received wide coverage, and one of its effects was to normalize abstraction as an art practice in the country.

Late Style

Fahrelnissa's Amman work exhibited features of what Theodor Adorno and Edward Said called a 'late style', a stylistic quality of works created late in an artist's career, a late output by artists renewed with energy before impending mortality. These peculiarities of style do not necessarily signify quiet closure, but rather 'unresolved contradiction ... non-harmonious, nonserene tension'. Said explains 'lateness' as 'the idea of surviving beyond what is acceptable and normal'. Being at the end, "fully conscious, full of memory." A style in, but apart from, the present.

Fahrelnissa's exhibited late style both in her practice and in her artistic outlook. Her work bifurcated into two anachronistic directions: She taught modern abstract painting, while she herself retreated into painting portraits. A genre with which she had begun in 1915 when she painted a striking portrait of her grandmother. She then exhibited oil portraits of her family and friends in 1944 at her first solo exhibition. She abandoned portraiture in the 1950s to focus on abstraction, and resumed it in 1959. Her Amman portraits are 'full of memory' of her 1940s and 1960s portraits, yet constitute a departure. Fahrelnissa thus manifested lateness as being both in the future and in a revisited past: 'in, but oddly apart from, the present'.

Fahrelnissa continued producing in Amman the type of portraits she developed in the 1960s: bust and half-length portraits of her gallerists, family members, and friends. The 1980s works however, manifested a change. Fahrelnissa had since the 1940s, focused on developing and renewing her practice, as she explained: 'I rarely repeat myself. As soon as I have attained a new angle in my composition ... I struggle to express myself in a new way.'

The Amman portraits reveal an exercise in pure painting in simplified Fauvist-expressionist chromatic juxtapositions. Many recall paintings by Van Dongen whom she met in the 1920s, and often mentioned to her students. However, they also share a recognizable 1980s Fahrelnissa workmanship: Static composition, highly stylized ageless sitters, enlarged eyes amidst generic features. They bear the mark of her lifelong influence by the writings of Carl Jung on archetypes and the collective unconscious. Fahrelnissa also abandons her 1960s and 1970s visages with nuanced flesh tones vigorously furrowed with a palette knife; she compensates the flatness of the compositions by returning to her 1930s and 1940s figurative expressionism, and introduces cloisonnism: shaping colour fields with a black outline, according to the modernist disregard for visual continuity and three-dimensionality. What Fahrelnissa gave up in textural layering, she made up for with stark chromatic contrasts. Making these paintings look like colour studies rather than portraits. Another important feature was the systematic featuring of an error, in either proportion, perspective, colour, or finishing; to underscore that portraiture ought to be free from reproducing physical appearance and should instead 'give life'.

Further, within her Amman portraiture, Fahrelnissa inaugurated a body of work that fit the identity of some of her subjects: She painted large three-quarter-length portraits, hybrids of Old Master royal portraiture and of regional mythologies. These works feature highly stylized costumes and culturally specific detailing, as her own transformation of traditional portraits of royalty with mythological borrowings, endowed with a hieratic archetypal presence. The two works offered in this sale are chief examples of Fahrelnissa's new genre of royal portraiture.

Two Royal Portraits

King Hussein's portrait is one of the most powerful of that period. Fahrelnissa had known the King as a boy. She first met his mother the future Queen Zein in 1938 in Baghdad. In 1968, she painted a striking portrait of the Queen that reveals her personality. That same year, she also painted one of her best among her 1960s output, the blue hued portrait of the King's brother, Prince Hassan. Fahrelnissa had known young King Hussein when he was at Harrow with his cousin King Feisal II of Iraq. Later, King Hussein was at the origin of one of Fahrelnissa's important chapters in her life: On a visit to France in 1964, he invited his great uncle and aunt to attend a banquet he gave for General de Gaulle. Fahrelnissa sat next to his famed Culture Minister André Malraux. That meeting was at the origin of Fahrelnissa's developing her poultry bones painting divertimento into a new art form, as Paléokrystalos.

Fahrelnissa was accustomed to seeing members of the Hashemite royal family dressed in Western clothing. Seeing King Hussein soon after her arrival in Jordan in Arabian dress must have provoked in her a visual shock, which must have prompted her to paint him. This portrait most probably dates to 1973-1975, as Princess Alia states that her father wore these robes to receive King Faisal of Saudi Arabia who dressed in the same manner. King Hussein would have dressed like this in a gesture of respect. Further, the Hashemite family itself originated in the Arabian Peninsula. Fahrelnissa called her painting *Eternal Youth*, a title that must have evoked the schoolboy Hussein, and the Arabian leader she now saw on television. This portrait was prominently displayed at the 1981 exhibition, its commanding gaze greeting visitors, and its bi-chromatic colour scheme clashing with the chromoluminarist compositions around it.

Its depthless background recalls Fahrelnissa's late 1950s compositions, but fades before the foreground figure of the King. His round black agal is enlarged and lowered, forming a hovering halo.



After photographing the painting for the 1981 catalogue, Fahrelnissa intensified the width and colour of the agal to appear almost as a third eye fixing the viewer. The modernist simple circle and the stylized heavy white folds complement the round jet-black iris, white sclera and black shadows of the King's eyes. The smooth subtle blending of the face's flesh, with gradations of low saturation colours serves to make the face itself fade before the intense gaze. The King appears as a mythological figure peering through time. This uncluttered composition is not a portrait of a former Harrow school-boy, but an embodiment of a Jungian archetype of the hero-champion-protector, head of the Arabian monarchy that Fahrelnissa had lost to the coup in 1958 and was now re-joining by moving to Amman.

Princess Alia's portrait represents a hybrid archetype, that of the maiden/goddess. The green of her dress recalls the painting that Princess Alia showed at the 1981 exhibition, a monochromatic whirl titled Emerald Dream. In this portrait, Princess Alia stands like a protective pagan deity. Fahrelnissa visualizes here two archetypal entities, a goddess of the earth represented by the green of fertility and abundance, holding a pure white flower as a further symbol of youth. The saturated red background with its heavy impasto emphasizes the force of the archetype represented.

The striking gold paisley motif intercalated within lozenges, niched within diagonal lines, create a flat pattern that erases the personality of the sitter Fahrelnissa had known as a child, in favour of this figure invented in her royal portraits series: a royal-archetypal representation. This highly artificial hieratic portrait manifests also late-style contradictions. In this case, it juxtaposes the memory of Fahrelnissa's 1940s Fauvist and expressionist practice with its riot of vivid chromatic flatness and lines, with her desire to invent a new tradition of archetypally regal portraiture.

This desire is averred in the transformation the painting underwent. In the first version documented in the 1984 monograph Fahrelnissa Zeid, Princess Alia's face is carefully rendered with precise detailing of the eyelids, realistically coiffed hair, amber hued irises, finely rendered nose, and well-drawn curved lips with modulated colours. Fahrelnissa then reworked the painting. In the final version, she abandoned

techniques that showed her skilled hand, and simplified the traits into arched eyebrows, hooded eyes, added a symbolic round ring instead of the earlier prosaic wedding band, and simplified the hair.

Fahrelnissa had nothing to prove as an artist at the age of eighty in terms of skill or verisimilitude, and was free to experiment with a new type of portraiture. Thereby, she recalled other artists' late styles, who have "a lifetime of technical effort and preparation ... are egregiously self-conscious and supreme technicians," but "having achieved age, they want none of its supposed serenity or maturity."

END.

Fahr El-Nissa Zeid

Fahr El-Nissa Zeid was born in 1901 in Istanbul, Turkey into a distinguished Ottoman family. Her father was Muhammad Sakir Pasha (Kabaagacli) an Ottoman diplomat, brigadier, photographer and historian, who was the brother of Grand Vizier Cevat Pasha, and her mother Sare Ismet Hanım was from Crete. Her immediate family included the writer and artists Cevat Şakir Kabaağaçlı, Fureya Koral and Aliye Berger.

Fahr El-Nissaa started to sketch and paint at a very young age, attracted by portrait painting and watching her brother Cevat Sakir, who was equally a gifted painter, drawing "the sound of his brush was coming to my ears like a melody. He held my hand and started moving it on the paper. Since that day, neither that sound vanished, nor the passion for painting". Fahrelnissa considered art the most meaningful endeavor of her life, writing "while painting, I find myself integrated to all living things. Then I lose myself and become a part of a superhuman creative process, which produces pictures like volcano erupting lava and rocks. Mostly I become aware of the picture only after it is completed".

In 1919 Fahr El-Nissaa's passion for art led her to attend the

Imperial School of Art in Istanbul, where she combined studies in charcoal drawing, perspective and working with plaster with Greek art, aestheticism and impressionist technique.

Her first marriage at the age of 19 was to the writer and intellectual İzzet Melih Devrim (1887-1966), one of the authors of *Servet-i Funun*, with whom she had three children: Faruk who died in infancy (1921-23), the painter Nejad Melih Devrim (1923-95) and the actress/director Sirin Devrim (1926-2011). In 1924, still grieving the loss of Faruk, İzzet Melih took Fahr El-Nissaa on her first trip to Europe, starting with Venice, whose city and integral art captivated her artistic spirit. Subsequent trips took them to Seville, Granada, Cordoba, Rome and Florence, which gave her the opportunity to study European art, both past and present.

In Istanbul, the Devrim family were favourite guests of the Turkish President Atatürk and attended events at the Dolmabahçe Palace when he was in Istanbul. On 29th August 1928 at the Ceremonial Hall of the Palace, Fahr El-Nissaa attended a key historical event in Turkish history, sitting next to Atatürk at the conference on the transition from Arabic to Latin script.

Later in 1928, the Devrim family went to Paris for Fahr El-Nissaa to continue her studies at the Académie Ranson under Roger Bissière (1888-1964), one of the exponents of the abstract Tachisme style. Encouraged by her tutor Bissière, Fahr El-Nissaa, whose technique was semi-impressionistic, chose abstract painting, and by fusing influences by the Fauves (1905-07) with her painterly style and bold use of pure colour; the Cubists (1910s-1920s) with their stress on geometry and by the bold black lines of stained glass, created a style all her own, yet acknowledging the traditions of the past.

Fahr El-Nissaa's second marriage, and the one which would come to define the greater part of her life, was to Zeid bin Hussein, the Iraqi Ambassador in Ankara and younger brother of King Faisal I of Iraq. The couple married in Athens in July 1934 and initially lived in Büyükdere, but then Prince Zeid was appointed Iraqi Ambassador to Berlin, where they lived from 1935-37, and where their only child together Prince Ra'ad, was born in 1936.

Shortly after Germany annexed Austria, the family returned to Istanbul. That summer Sare İsmet, Fahr El-Nissaa's mother, died and they moved to Baghdad, where she wore a veil for the first time since 1919. A life of seclusion and segregation in Baghdad brought on depression and, following the death of King Ghazi (Prince Zeid's nephew), Fahr El-Nissaa went to Paris and the family reunited in Istanbul in the summer of 1939. Her emotional state remained affected and in 1940, leaving her family behind, she went to Budapest to concentrate on painting, concentrating on scenes of city life; café scenes people sitting on church steps and ice skaters.

In the summer of 1941, the family moved back to their villa at Büyükdere, where Fahr El-Nissaa converted the stable into her studio, from where she painted intensively. She associated herself with a circle of young Turkish artists known as the 'D Group', founded in 1933, was not representative of any particular artistic idea, but welcomed new trends coming from both Oriental and Western worlds, a trend very much present in Fahr El-Nissaa's works.

After the war, Prince Zeid was appointed the first Iraqi Ambassador to the Court of St James'. Thus, they moved to London where they would remain for many years, with Fahr El-Nissaa converting one of the maids rooms of the embassy into a studio and continued to paint. She also rented a studio in Paris and held a string of exhibitions in both cities, with the opening of her first London exhibition in 1947 at the St George's Gallery attended by Queen Elizabeth, an exhibition that led the art critic Maurice Collis to write that Fahr El-Nissaa "was an artist to be taken very seriously" and that her works "have a matured technique of great virtuosity and beauty."

It was during these years of the second half of the 1940s that her work moved from figurative to more abstract, as seen in 1948's *Loch Lomond and Tents*, and the 1949's *Abstract Parrot*. Her breakthrough into the international arena came when she



presented her large-scale abstract paintings at the Hugo Gallery in New York in 1950, including the work *the man-moon voyage*, which attracted good reviews from the art critics and made her name as one of the leading abstract artists of the day.

In July 1958, the Iraqi royal family was murdered in a bloody coup, Princes Zeid and Ra'ad survived as they were in Ischia at the time. Life changed dramatically for Princes Zeid and his family, who found themselves having to leave the Iraqi Embassy in London and move to a small house.

It was also after this tragedy that Fahr El-Nissaa started to paint portraits again, telling her daughter Sirin Devrim that the warmth of a human being whilst working on a portrait was helpful, a genre that would become her main focus from the late 1960s.

Prince Zeid died in 1970, leaving Fahr El-Nissaa distraught. She continued to hold exhibitions, including the 1072 exhibition *Fahr El-Nissaa Zeid. Portraits et Peintures Abstraites* at Galerie Katia Granoff in Paris, which included a haunting large-scale portrait of her late husband. Her portraits showed a distinct stylistic nod to the past, in particular the facial articulation of Byzantine iconography, her ultimate aim was to show the essence of the spirit of the sitter rather than every physical detail, leading Katia Granoff to call her a "soul-thief".

In 1976, she moved to Amman, Jordan, to be close to Prince Ra'ad and his family. There she taught at the Royal Art Institute and established the Fahr El-Nissaa Institute of Fine Arts. She passed away in 1991.

Fahr El-Nissaa took part in approximately fifty exhibitions around the world. During her career, she was decorated with major awards, including a First-Class award of the Iraqi Order of Osmaniyyeh. Having lived her life on an international stage, both as a princess and an artist, witnessing a number of major historical events, Fahr El-Nissaa displayed an aptitude to change, which is evident in her work, with concrete and abstract standing side by side.

17 *

WIDAD AL ORFALI (IRAQ, BORN 1929)

Dream Cities

oil on canvas

signed "W. Orfali" in Arabic and English and dated "1988" (lower right),
executed in 1988

129.5 x 131cm (51 x 51 9/16in).

£25,000 - 35,000

€28,000 - 39,000

US\$33,000 - 46,000

Provenance

Property from the collection of Princess Alia Al Hussein

Born in 1929, Orfali studied at the Baghdad Institute of Fine Arts, Widad honed her talent under pioneer Iraqi artist Khalid Al Jadir. She exhibited widely in Iraq from the 1950's through to 2002, she has also taken part in major international exhibitions in the UAE, Jordan, Lebanon and New York

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



18 *

SAMIA HALABY (PALESTINE, BORN 1936)

Untitled (from the Dome of the Rock series)

oil on canvas

signed "S.A.HALABY" (lower right) in English, executed in 1981

89 x 125cm (35 1/16 x 49 3/16in).

£18,000 - 25,000

€20,000 - 28,000

US\$24,000 - 33,000

Provenance

Property from a private collection, London

Christie's, International Modern and Contemporary, 6 October 2010, lot 180

Bonhams is delighted to present to you this magnificent painting by the renowned female abstract painter Samia Halaby; whose career has spanned 5 decades of painting and innovation. Her works have been exhibited throughout the Arab region and abroad and has been widely collected by international institutions such as the Guggenheim, the British Museum and MATHAF.

Samia Halaby was born in Jerusalem in 1936 where she spent the first few years of her life. It was not until her family moved to Jaffa that Halaby displayed signs of a budding artist and her aunt excitedly demanded she studied art. Her family were forced to leave Palestine in 1948 during the Nakba and fled to Beirut. In 1951, the family made the decision to immigrate to the United States at a time when abstract expressionism was popular but female abstract painters were marginalized.

Halaby received a Bachelor of Science in Design from the University of Cincinnati in 1959 and in 1963 she obtained a Master's degree in Painting from Indiana University. It was there that she was exposed to Cubism and Russian Constructivism; two revolutionary early 20th century movements that would perhaps have the greatest impact on her life's work.

Prior to her first academic teaching position at the University of Hawaii in Honolulu, Halaby spent the summer visiting prominent art museums across Europe with her sister-in-law. In 1964, she held her first professional exhibition at Gima Gallery in Honolulu. That same year she transferred to the Kansas City Art Institute in Missouri where she held a position of Assistant Professor. In the 1970s her career was marked by a number of milestones; Halaby was given the position of Associate Professor as the first full-time female faculty member at the Yale School of Art.

In 1966, Halaby travelled to the Middle East with a grant from the Kansas City Regional Council for Faculty Development. During her time there she sought out the great monuments of Islamic art and architecture and absorbed the ingenuity of their design. This trip expanded her knowledge of the roots of abstraction in Arab and Islamic art, making an immense impact on her. Halaby visited her homeland for the first time since 1948, there she was enchanted by the complexity of the Dome of the Rock's architecture. The artist recalls the experience as 'an awakening'. Her return to Palestine not only deeply affected the artist's takes on abstraction but it also strengthened her ties to the region after a long and painful absence.

This present lot is from a body of work Halaby created in the early 1980s; Halaby revisited the discoveries that she had made when first seeing the Dome of the Rock. Halaby allowed the rectangle of her paintings to create shapes which she then filled with shaded cylinders from the diagonal paintings or with texture imitating inlaid Arabic art.

These sections you see in this painting are subtly textured with colour and markings, the gradual shading of her compositions; an element that is radically different from her previous works that utilised flush areas that are composed of virtually invisible brushstrokes. Running in the opposite direction of the diagonals are larger squares that end beyond the picture plane and are painted with different degrees of texture. In some instances, scattered lines are used while in others, layers of paint seem to be finished with scumbled colour.

In the beginning, this use of textures fell within the boundaries of shapes as though following the precision of inlaid tiles. Halaby became found of the possibilities of this new facet of her painting style, which brought additional elements of energy and movement to the canvas. 'Eventually, texture began to charm', explains the artist. 'I began to think that the edges of things should betray what they are made of. So I began to allow textural marks to scatter over the entire painting in disregard of edge.' (Samia Halaby, exhibition catalogue Ayyam Gallery, 2008) This would prove to be an immense breakthrough for the artist, one that would alter her art forever.



'I had visited the Dome of the Rock as well as the Umayyad Mosque of Damascus several times. The inlaid marble I admired influenced my work during the creative impasse of 1979. I began to divide the painting into sections derived from its rectangular shape. I used a 45-degree diagonal and two squares as basic elements and textured the shapes to distinguish them from each other in imitation of the marble inlays.'

- Samia Halaby

19 *

LOUAI KAYALI (SYRIAN, 1934-1978)

Maaloula

oil on masonite

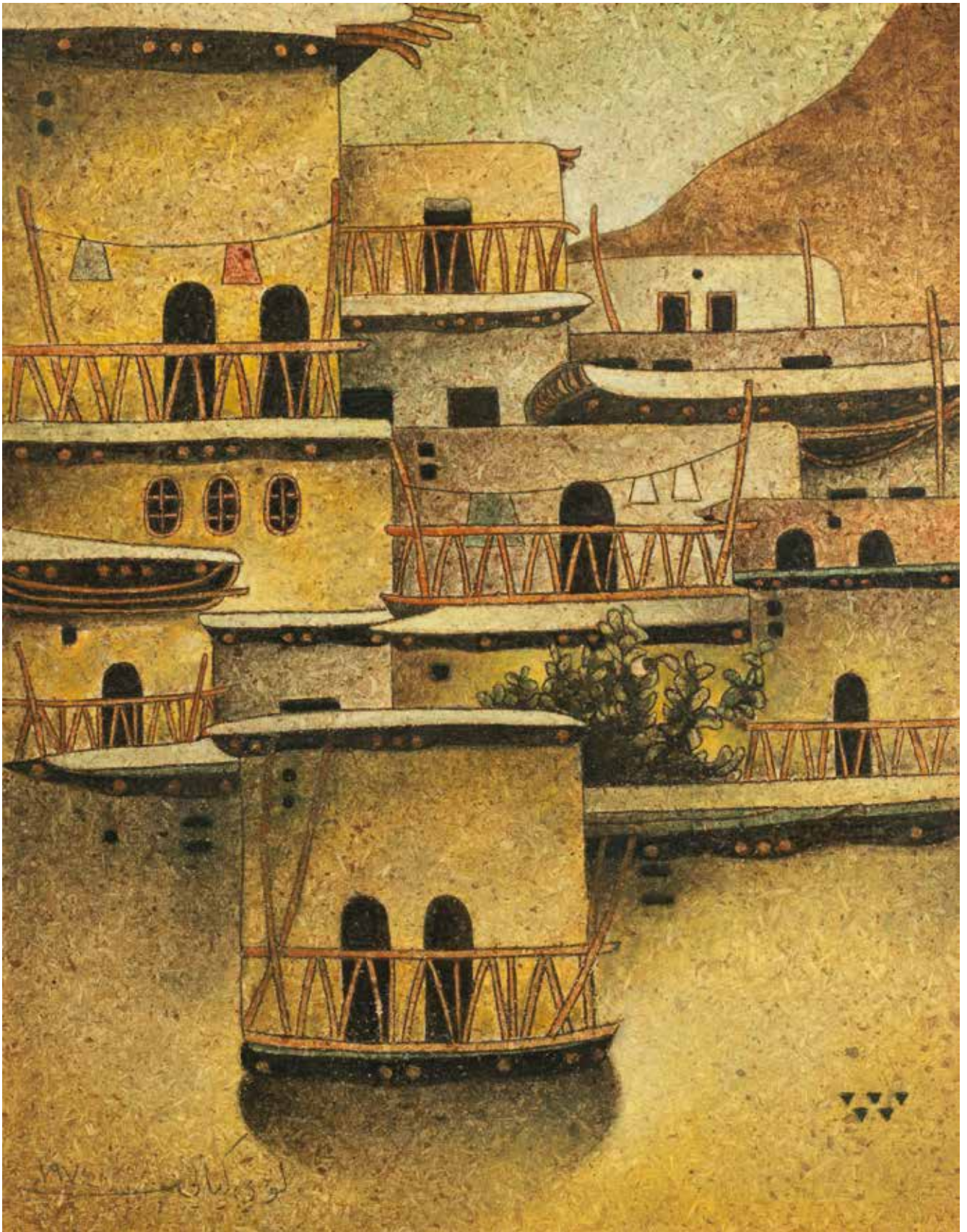
signed "Louai Kayali" and dated "1974" in Arabic (lower left),
executed in 1974

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

£12,000 - 18,000

€13,000 - 20,000

US\$16,000 - 24,000



"The 1950s brought a new promising atmosphere in Iraq politically, culturally and even artistically but suddenly something happened and revenge was on the politicians' minds...the 1960s was a vindictive time, instead of being a time to work together to make things better and to build a country. The sectarian mentality became more prominent and is even more pronounced today, where everyone tries to gain as much as he or she can for his sake and not for the country's. If you look at my works executed in 1967-68, you will find that many titles refer to the notion of tragedy, such as 'defeated warrior', 'bloody monument' or 'suffering'. Many of these works are in fact related to the political events that happened in 1968"

- Dia Azzawi

20

DIA AZZAWI (IRAQ, BORN 1939)

Bird of Death

oil on canvas

signed "Dia Azzawi" and dated "68" in Arabic (lower right), inscribed "Bird of Death, Dia Azzawi, 1968, Iraq" on the verso, executed in 1968
102 x 84cm (40 3/16 x 33 1/16in).

£50,000 - 70,000

€56,000 - 78,000

US\$66,000 - 92,000

Harrowing, intense, and forceful, the present work from one of the undisputed doyens of Middle Eastern Art, Dia Azzawi, is a chilling yet vigorous composition executed in perhaps the most critical year of the artist's career; 1968 was a year which witnessed Iraq's Baathist coup, and with it the breakdown of all hopes for democracy, this spurred a darker, more politically energised output from Azzawi who had begun to realise that art and ideology could not always be kept apart.

1968 was a year of tragedy and turmoil both in the wider Middle East and for Iraq, and Azzawi professes that the effects of wider events had a clear influence on the direction of his works. Not only had the Arab nations just suffered a humiliating defeat in the Six Day War at the hands of Israel a year before but a Baathist coup had engulfed Iraq in July of the subsequent year. The 17th July Revolution was a bloodless coup, led by General Ahmed Hassan al-Bakr, which brought the Iraqi Regional Branch of the Arab Socialist Ba'ath Party to power. Both Saddam Hussein, later President of Iraq, and Salah Omar al-Ali, were major participants in the coup. The Ba'ath Party ruled in a de facto one party state from the 17 July Revolution all the way till 2003.

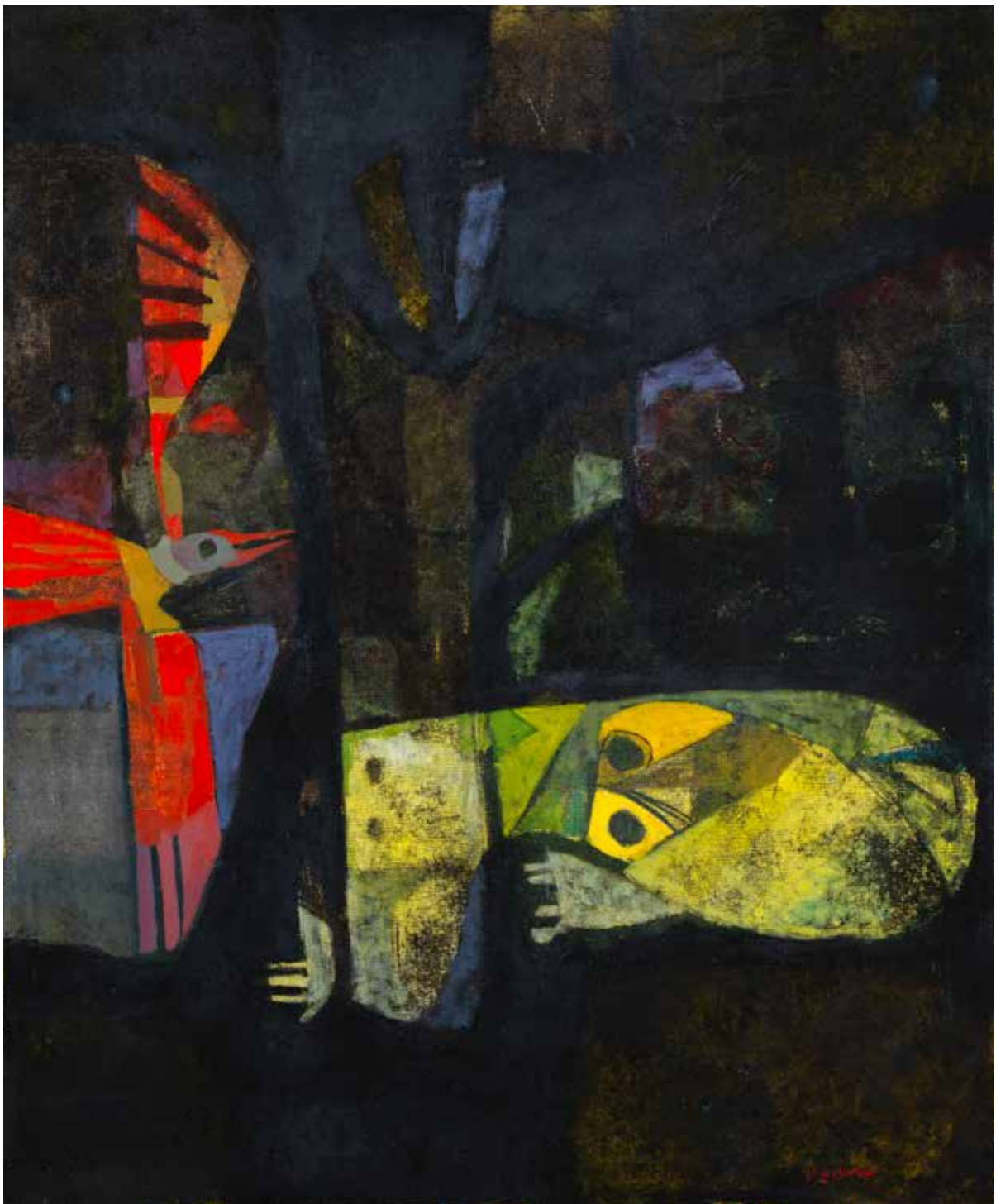
Azzawi, close at that point to the dissident revolutionary poet Muzaffar Abdul-Majid Al-Nawab, began developing a fondness for Nawab's spirit of rebellion and calls for justice and democracy in the Arab world. Many of his paintings from 1968 channel societies collective cry for help, and decry the excruciating descent of Iraq into totalitarianism.

In the present work, a thick black background pays a subtle homage to Picasso's Guernica, "my understanding is that many artists use black as a dominant colour, Picasso among them" states Azzawi, and there is no doubt that a spirit of mourning permeates the black shroud surrounding the ominous bird which dominates the foreground. The bird itself is iconic Dia Azzawi; referencing Mesopotamian visual culture, within an aesthetic that is distinctly modern. Through supreme mastery of his technique, Azzawi demonstrates his perfection of an Iraqi style which balances tradition and modernity, and Iraqi identity within the context of a wider international modernist sensibility.

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

In 1969, Azzawi formed the New Vision Group (al-Ru'yya al-Jadidah), uniting fellow artists ideologically and culturally as opposed to stylistically. The group's manifesto, Towards a New Vision, highlighted an association between art and revolution, and sought to transcend the notion of a 'local style' —coined by the Baghdad Modern Art Group—by broadening the parameters of local culture to include the entire Arab world.

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



"How to use Islamic symbols and signs without seeming precious or merely folkloric, how to hark back to Sumerian sculpture and myth without seeming to be merely an illustrator, how to merge all these with the spontaneity of a dreamer; these are the secret of Dia Azzawi's art"

- Jabra Ibrahim Jabra



*"I have built this place with my life, all my life,
and now it is destroyed - for what?"*

– Georges El-Zeenny, *New York Times*, 1985 after the bombing of Smugglers Inn

*"Georges Zeenny; a restaurateur, artist, and cultural folk hero,
who in the spring of 1980 organized a two-day art fair in
West Beirut that attracted nearly 400,000 people"*

– The New York Times, May 13, 1982

*"Georges Zeenny is a well-known figure around
Makhoul Street in West Beirut. Over the years, his restaurant,
The Smugglers Inn, was a refuge for those Lebanese- artists,
writers, professors- who stubbornly refused, despite violence
and chaos, to move away from the capital"*

– New York Times, January 18th, 1985

PROPERTY FROM THE COLLECTION OF THE LATE GEORGES EL-ZEENNY

1940 - 2015

Bonham's are proud to present a group of works from one of the most devoted and prolific patrons of twentieth century Lebanese and Middle Eastern Art, Georges Zeenny.

A well-known and much loved fixture in Beirut's cultural circles, Zeenny was an ardent Lebanophile, who is credited as one of the key figures in cultivating Beirut's emerging art scene since the 1970's, and particularly during the harrowing decades of Civil War.

Unwavering in his passion and dedication to Lebanon, Zeenny was the co-proprietor with his brothers and sister of the famed Smugglers-Inn, a haven for artists, intellectuals and writers during the War, despite surrounding chaos. Even the bombing and demolition of the Smugglers-Inn in 1985 did not deter Zeenny from his passion. He persevered with what he firmly believed was a duty towards his country, promoting the arts at his Elissar Gallery in Bliss Street-Beirut where all artists whether Lebanese or from the region, renowned or engaging in their first solo exhibitions, presented their works and installations under Zeenny's personal and distinct curatorship.

Zeenny engaged in several initiatives, ranging from celebrating the achievements of renowned cultural figures to exhibitions which focused on Lebanese daily life, and encouraged artists produce works focused these themes. Amongst the major achievements of this phase was the One Day Makhoul Street Arts & Crafts Fair held at the street where the Smugglers-Inn was. It was the first time in Lebanese cultural history that a public event would bring together artists from all fields exhibiting their works, including singers and musicians performing for free. Thousands of Lebanese attended the fair in 1978 which was reiterated in 1979, and 1980. In 1978, it was recorded that this event was single-handedly responsible for a local ceasefire.

Zeenny was destined to part from Lebanon for almost a decade from the mid-80s till the mid-90s, residing for a couple of years in Greece and then mainly in London. His passion for the Arts and his native Lebanon never left him. Wherever he resided, he continued promoting Lebanese and Arab Artists under his initiative the "The Middle East Cultural Society". The major fingerprint he left in London is a Cedar Tree that he planted ceremoniously in Battersea Park on 21 November 1993 at the occasion of the 50th anniversary of Lebanon's independence in the presence of his Excellency, the Ambassador of Lebanon and the Honourable John Bowis MP for Battersea.

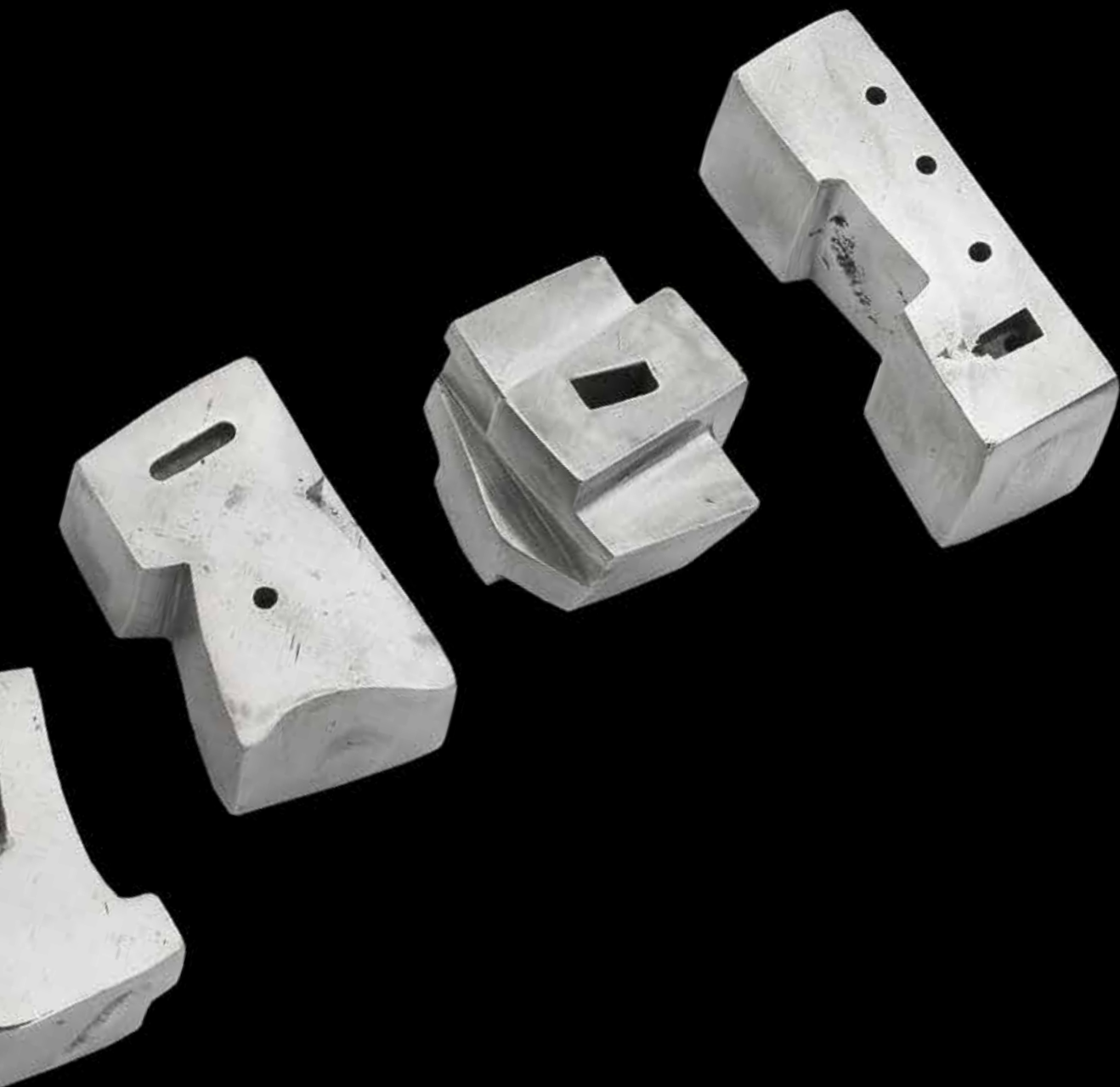
Returning to Lebanon in 1997, Zeenny expressed a continued appetite for further artistic work. His new initiative in Arts, "Atelier Georges Zeenny" was a remarkable success seeing monthly exhibitions coupled with the publishing of thematic artistic books, including "Lebanon, Stamps and Events 1920-1970", "Statues, Names for a Nation", "Money "Piastres from Paradise", and many others.

George Zeenny was born in 1940. He attended school at the International College and then the International School of Choueifat. After doing a Bachelor degree at the Haigazian College, he obtained a Masters Degree from the American University of Beirut in 1970 and submitted his doctorate to the University of Sorbonne in 1972.

A lecturer at the American University of Beirut and Haigazian College, Dean of student life at Haigazian College, Zeenny was also a prolific artist, holding exhibitions and events in Lebanon, Syria, Greece, Canada, England, launching the careers of a multitude of talented young artists who have flourished since.

As an artist, gallerist, public intellectual, and collector, Zeenny's private collection is the product of a life-time personal testimony of believing in the creativity of artists with whom he established everlasting relationships and friendships. This, combined with the richness and variety of the collection, showcasing works from Lebanese, Syrian, Palestinian and Sudanese artists, and including supremely rare works by artists like Saloua Chouair, Aref El-Rayyes and Mostafa Al Hallaj, make it perhaps one of the most interesting and historically significant private collections of art from the region to come to the market to date.





21

SALOUA RAOUDA CHOUCAIR (LEBANESE, 1916-2017)

Poem

interchangeable aluminium sculpture

executed circa 1963-1965, the present work is from an unnumbered

edition of six

height: 35cm

£15,000 - 25,000

€17,000 - 28,000

US\$20,000 - 33,000

Provenance

Property from the collection of Georges El-Zeenny, Beirut

Thence by descent to the present owner, London

Bonhams have the rare privilege to present yet another major sculpture by the Lebanese female pioneer Saloua Raouda Choucair from the collection of one of Lebanon's most devoted and prolific patrons of 20th century Middle Eastern Art, the late George El-Zeenny.

Saloua Choucair was born in Beirut in 1916 and died in 2017 at the age of 100. In 2013, Choucair was the subject of a comprehensive retrospective at Tate Modern, which brought together more than half a century of her work. In her youth, Choucair was tutored by the prominent Lebanese impressionist and realist painters, Omar Onsi and Moustafa Farroukh. She graduated from the American University of Beirut. In 1943, Choucair discovered her passion for Islamic art and architecture during her trip to Egypt. Between the years of 1948-1951 she spent three important years in Paris where she studied at the École Nationale Supérieure des Beaux-Arts as well as attending Fernand Léger's studio. There she encountered and absorbed the present themes, trends and philosophies of European modernism before she returned to her homeland to dedicate the rest of her life to carving out her personal vision. Choucair was one of the first Arab artists to participate in the Salon des Réalités Nouvelles in Paris in 1950.

This extraordinary sculpture is a superlative manifestation of her "Poems" series of the 1960s and 1970s. In the early 1960s, Choucair left painting and shifted her focus towards sculpture, producing modular works that could be disassembled or reassembled into

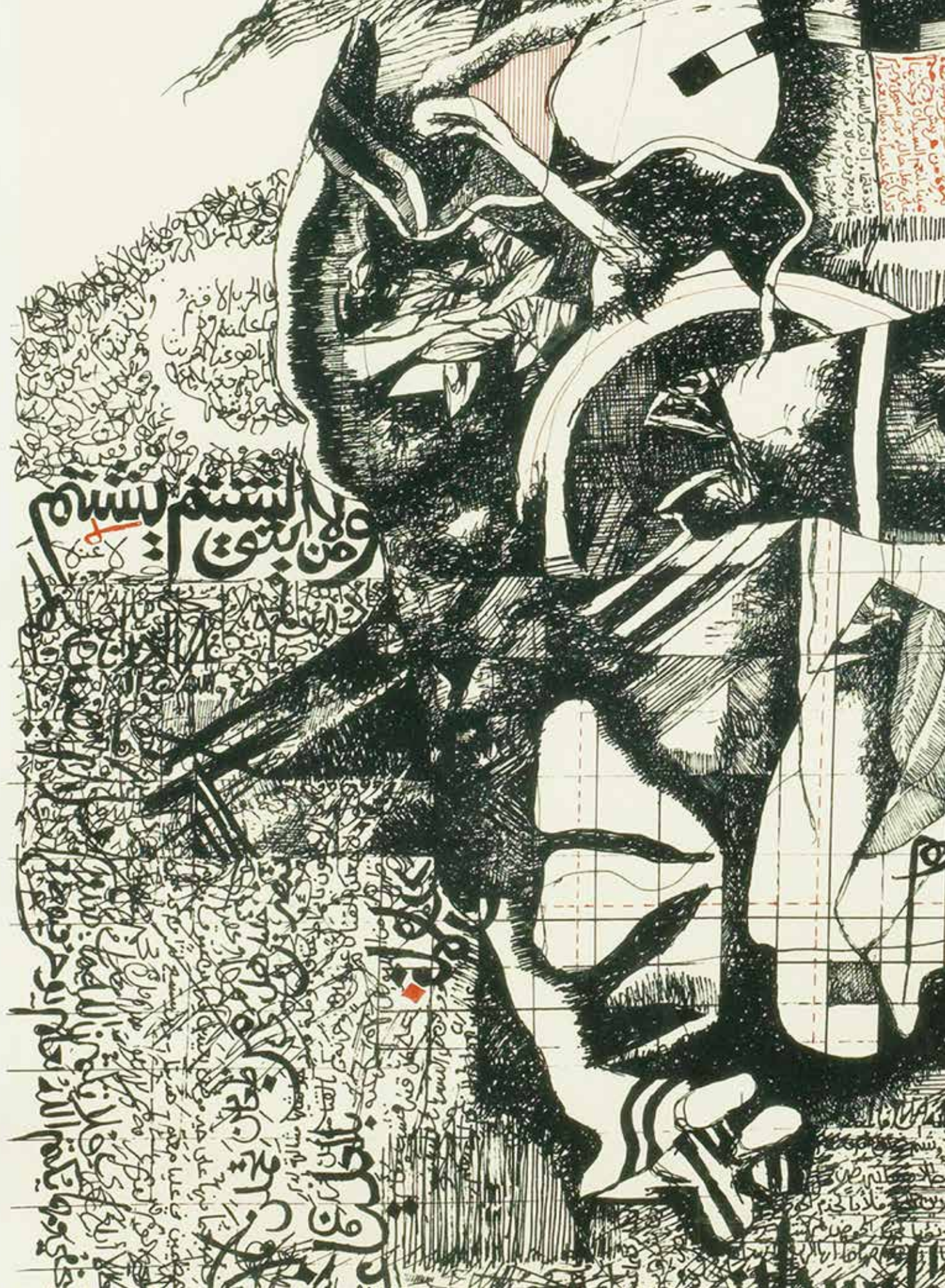
squares, rectangles and towers with an architectural feel. In 1949, Choucair visited Le Corbusier's modular housing project in Marseille which made a profound impression on the development of her ingenious variations on the modular principle in her "Poems" series. The line and curve persist basic elements of a visual language that preoccupied Choucair throughout her career, finding its way into a variety of mediums and forms including painting, sculpture, textiles, murals and other domestic designs.

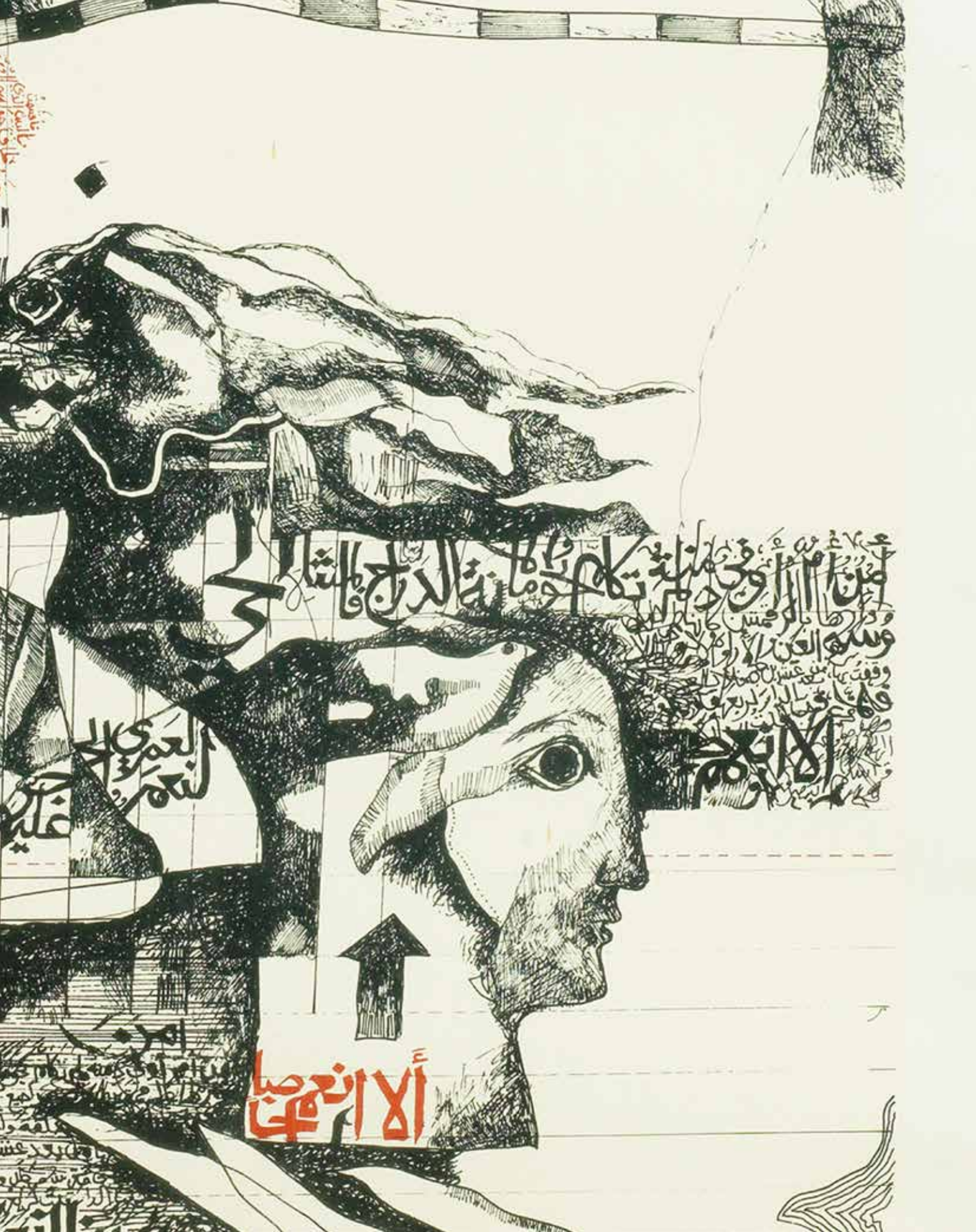
Choucair's use of interlocking and connecting forms grew out of her interest in the religion Sufism and its related poetry, in which individual parts are recognized as having their own identity while contributing to the unity of the whole. Each individual unit is able to function as a unique sculptural form and the individual units can be rearranged in different formations. This potential for interaction and movement within this work also relates it to the sculpture of artists such as Lygia Clark (Brazil, 1920–1988), whose 'Bichos' were similarly kinetic. However, the highly specific poetical reference in Choucair's work sets it apart from this Western lineage. Choucair used the term 'sculptural poem' for many of her works including this one, making explicit reference to the structure of Arabic poetry. She has stated: 'The way I organized my sculptural poems, for example, was inspired by Arabic poetry. I wanted rhythm like the poetic meter, to be at once more independent and interlinked, and to have lines like meanings, but plastic meanings.' (Quoted in Mulhaq al-Nahar, September 1995, page 10)

"A critic once told me that my work has a European influence. I object! It is a universal influence, what I experience everyone in the world experiences, and in fact, all of the rules I apply to my sculpture are derived from Islamic Geometric design"

- Saloua Choucair







بسم الله الرحمن الرحيم

لَمَّا أَتَى الْاَوَّلِيْنَ فِي مَنَابِلِكُمْ تَكْلَامٍ وَمَا زَيْنَةَ الدِّجِ فَاشَارَ

وَدَارَهَا بِالرَّحْمَتِ
وَسَيِّدُ الْعَيْنِ وَالْاَوَّلِيْنَ
وَقَفَتْ بِهَا مِنْ عَشْرِ اَلْفِ
فَلَمَّا نَظَرَتْ اِلَى اَوَّلِيْرِهَا
الْاَوَّلِيْنَ

الْعَمِيْرُ
لِنَعْمَةٍ
عَلَيْهِ



أَلَا اَنْعَمَ صَا

"Azzawi's works remind one of Leonardo Da Vincis dictum that painting is poetry made visible. As in poetry, his imagery, though often difficult to explain fully, has the authenticity of an experience deeply embedded in the mind, reaching out for articulation"

- Jabra Ibrahim Jabra

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

- Muallaqat 1

22

DIA AZZAWI (IRAQ, BORN 1939)

The Mu'allaqat

silkscreen print in eight parts, framed
each print signed "Dia Azzawi", titled and dated "1978" in Arabic,
each print numbered 8/60, executed in 1978, number 8 from an
edition of 60
each print: 103 x 72 cm

£15,000 - 25,000

€17,000 - 28,000

US\$20,000 - 33,000

Titles:

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

Provenance

Property from the collection of Georges El-Zeenny, Beirut
Thence by descent to the present owner, London

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

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

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

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

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

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

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



1



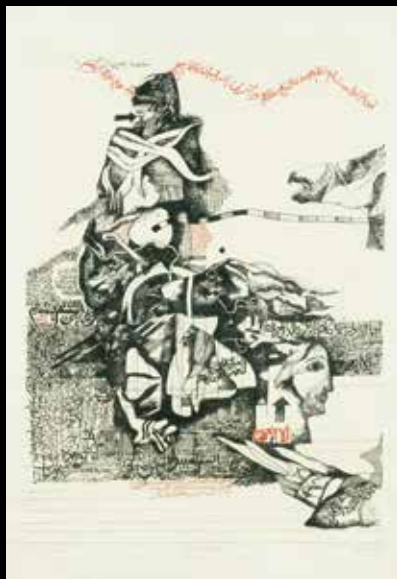
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3



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6



7



8

'Our friends when they die are buried in us . . . Their bodies go to the graveyard but their personalities stay with us. We Palestinian artists are an orchestra. We are one choir... We have many friends and many died. We are a walking graveyard of these personalities who left.'

– Mustafa Al-Hallaj

23

MUSTAFA AL HALLAJ (PALESTINE, 1938-2002)

Palestine

woodcut print, framed

signed "Mustafa Al Hallaj", dated "1965" and inscribed "special edition"

in Arabic (lower right), executed in 1965

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

£5,000 - 7,000

€5,600 - 7,800

US\$6,600 - 9,200

Provenance

Property from the collection of Georges El-Zeenny, Beirut

Thence by descent to the present owner, London

Notes

The present work is a unique, dedicated artists proof, the work also exists in a further edition of 10.

Bonhams is very pleased to be offering this present lot by one of the most renowned Palestinian artists of the 20th century. Mustafa Al-Hallaj was born in Jaffa, Palestine in 1938. After the 1948 Nakba, Hallaj and his family had to leave their homeland and relocate to Damascus. He went on to studying sculpture at the College of Fine Arts in Cairo and attended the Luxor Atelier for postgraduate studies. His repertoire includes paintings, graphics, murals, illustrations, cover designs and etchings. Al-Hallaj specialized in graphic arts and sculpture and was named by critics "an Icon of Contemporary Arab Graphic Arts". At the age of 35 Hallaj decided to move to Beirut where he stood at the epicentre of the revolutionary artistic and intellectual flowering in Beirut of the 1970s. He contributed to define the art of resistance "Fan Al-Muqawama" in both Lebanon and Syria.

Al Hallaj lost the majority of works in his studio when leaving Beirut under severe bombing during the civil war. Although his original woodcuts and masonite engravings were saved, 25,000 of his prints were lost. After an acute period of devastation, he finally returned to his former social role and became the patriarch of Palestinian liberation of artists in Damascus, as they recognized his historic importance. There, Palestinian artists often exhibited together and acknowledged and received official Syrian recognition for their work. He remained in Damascus until his death in 2002.

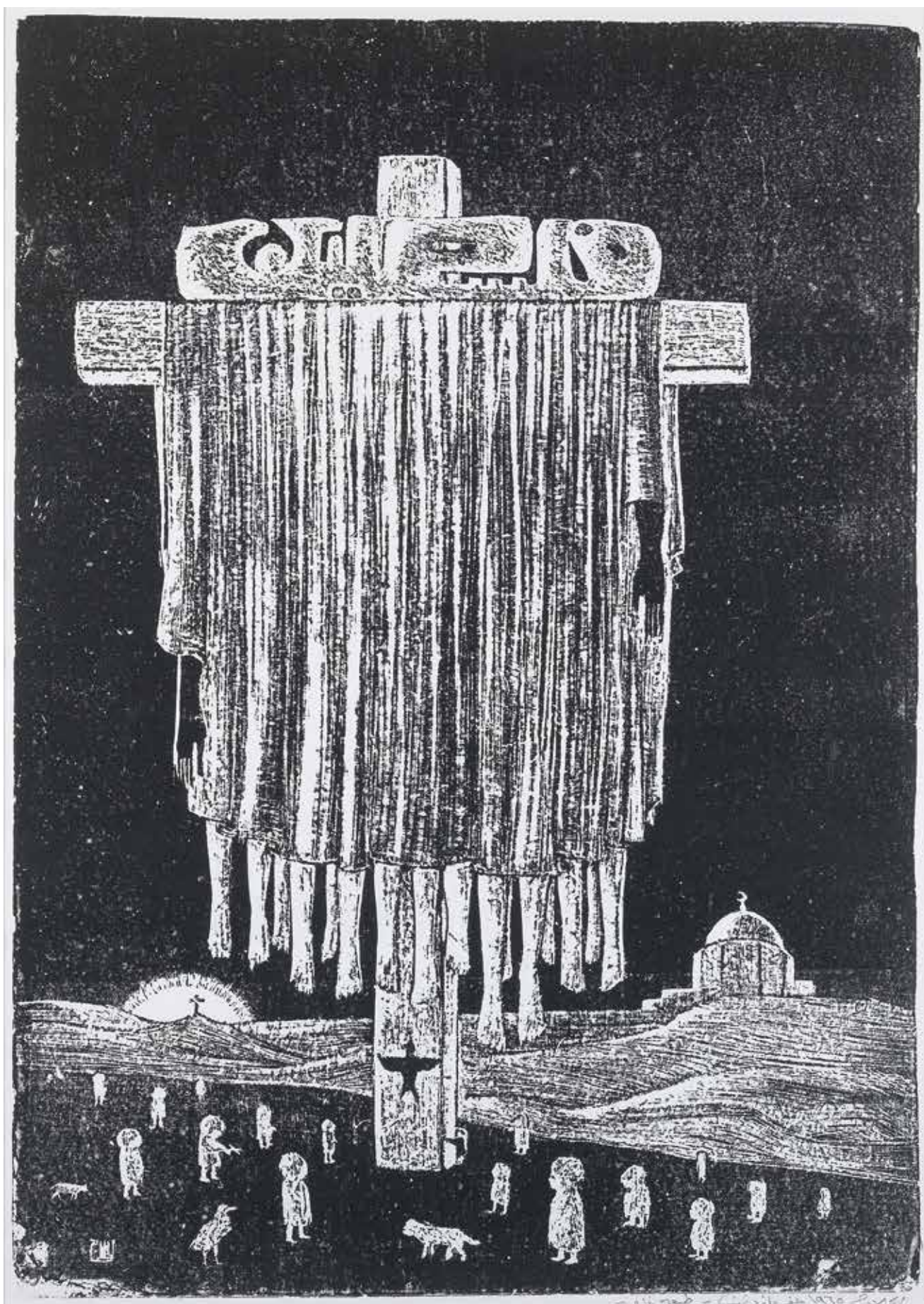
The details within Hallaj's artworks serve as reminders and reflections of Palestinian history and struggles. In this artwork titled Palestine, Al Hallaj communicates a deep and painful reality; the historic moment of the 1948 Palestinian exodus also known as the Nakba in Arabic. The occupation of Palestine led to the displacement of 100s of thousands of children and the war left many casualties. Hopelessness, grief and despair are apparent in the body language of the little children seen in this work.

Many religious sites in the Holy Land of Jerusalem have long been pilgrimage destinations for Jews, Muslims and Christians. The Al-Aqsa Mosque and the Dome of the Rock on Temple Mount are seen on the right-hand side of the composition as an emblem of not only Islam but of all the Abrahamic faiths. The sunrise behind the cross symbolises the awakening of a new day, the notion of illumination, hope and resurrection.

The eagle of Saladin is carved on the large central cross. The eagle began as the symbol of Egyptian Revolution of 1952, and was subsequently adopted by several Arab states including Palestine in symbolising Arab nationalism. The emblem used by the Palestinian National Authority as well as the State of Palestine features the pan-Arab colors of the Palestinian flag on a shield carried by the Eagle of Saladin. Below it flies a scroll with the Arabic text "نِيطْسَالِف", "Palestine"

In this print, the images of children, animals, and objects are flattened, their contours simplified, and their details removed. Throughout Al Hallaj's work, the background shapes between images, which establish negative space are just as carefully crafted as the foreground ones that create positive space. In this, the influences of ancient Egyptian bas-relief and of Arabic calligraphy are clearly apparent given, that both possess this attribute.

As an artist, writer and journalist Mustafa was active and outgoing. His fellowship with poets, writers, and journalists was equal to that with artists. He exhibited internationally and received global recognition. Al-Hallaj won several local and international awards and prizes. He organized numerous art shows, talks, and festivals and if he was not organizing one he was supporting and contributing in any way he could.



RAFIC CHARAF (1932-2003)

Antar (The Horse & the Dagger)

oil on canvas

signed "Rafic" in Arabic (lower left), inscribed "number 29,

Farres & Khangar" on the verso in Arabic

85 x 80cm (33 7/16 x 31 1/2in).

£14,000 - 18,000

€16,000 - 20,000

US\$18,000 - 24,000

Provenance

Property from the collection of Georges El-Zeeny, Beirut

Thence by descent to the present owner, London

Inspired by Western expressionism and working in a deeply Lebanese cultural milieu, Rafic Charaf was perhaps the one artist among his generation of painters whose art truly 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 Pietro 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 LOVE STORY OF ANTAR AND ABLA

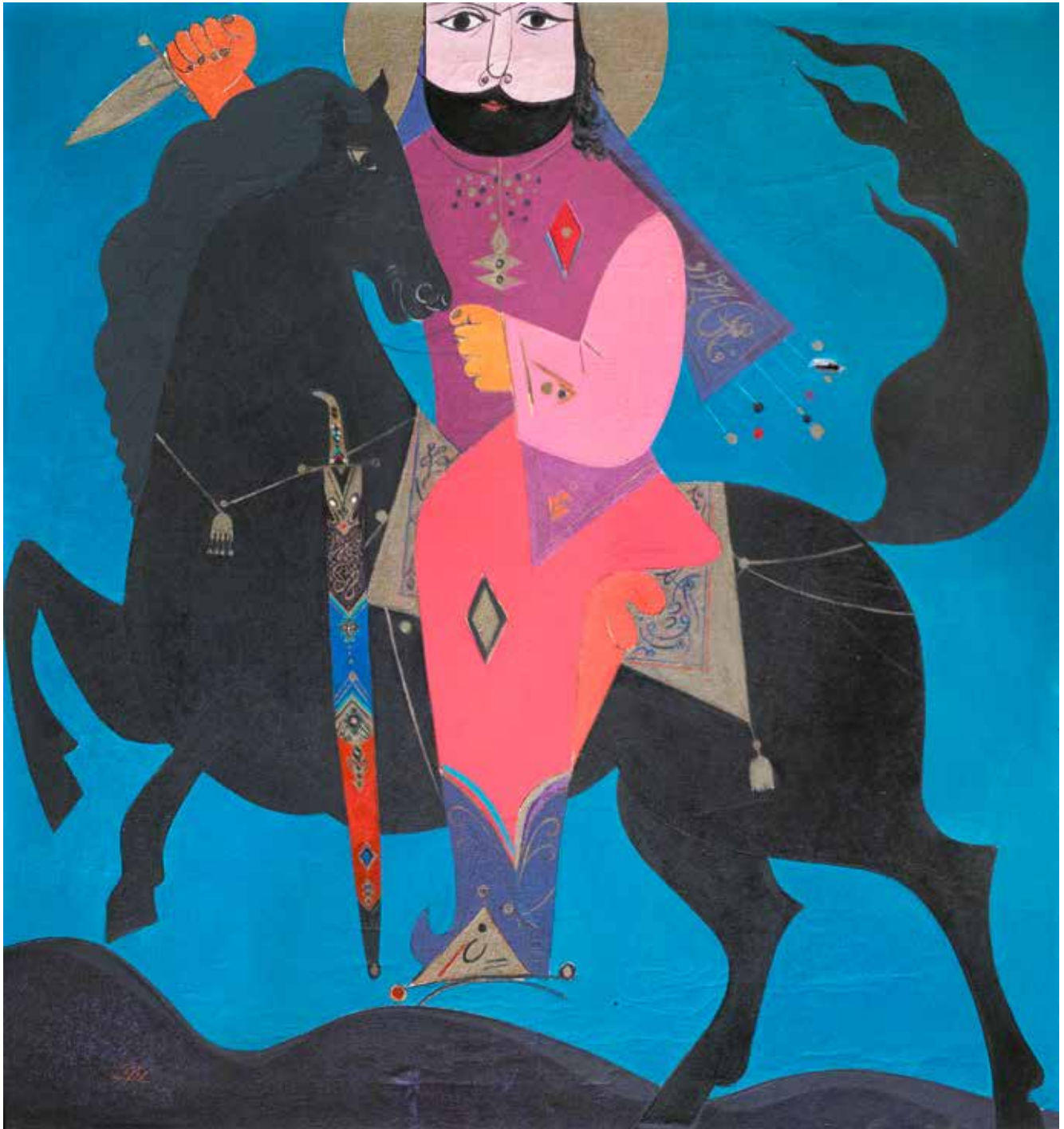
Antar was a celebrated sixth century Arab warrior and poet. Stories of his heroic exploits have been circulating for centuries and were eventually written down in the eighth century. Set in pagan Arabia known as the jahiliya, "before the time of the prophet", the events in the stories have their roots in the history of the Arabs.

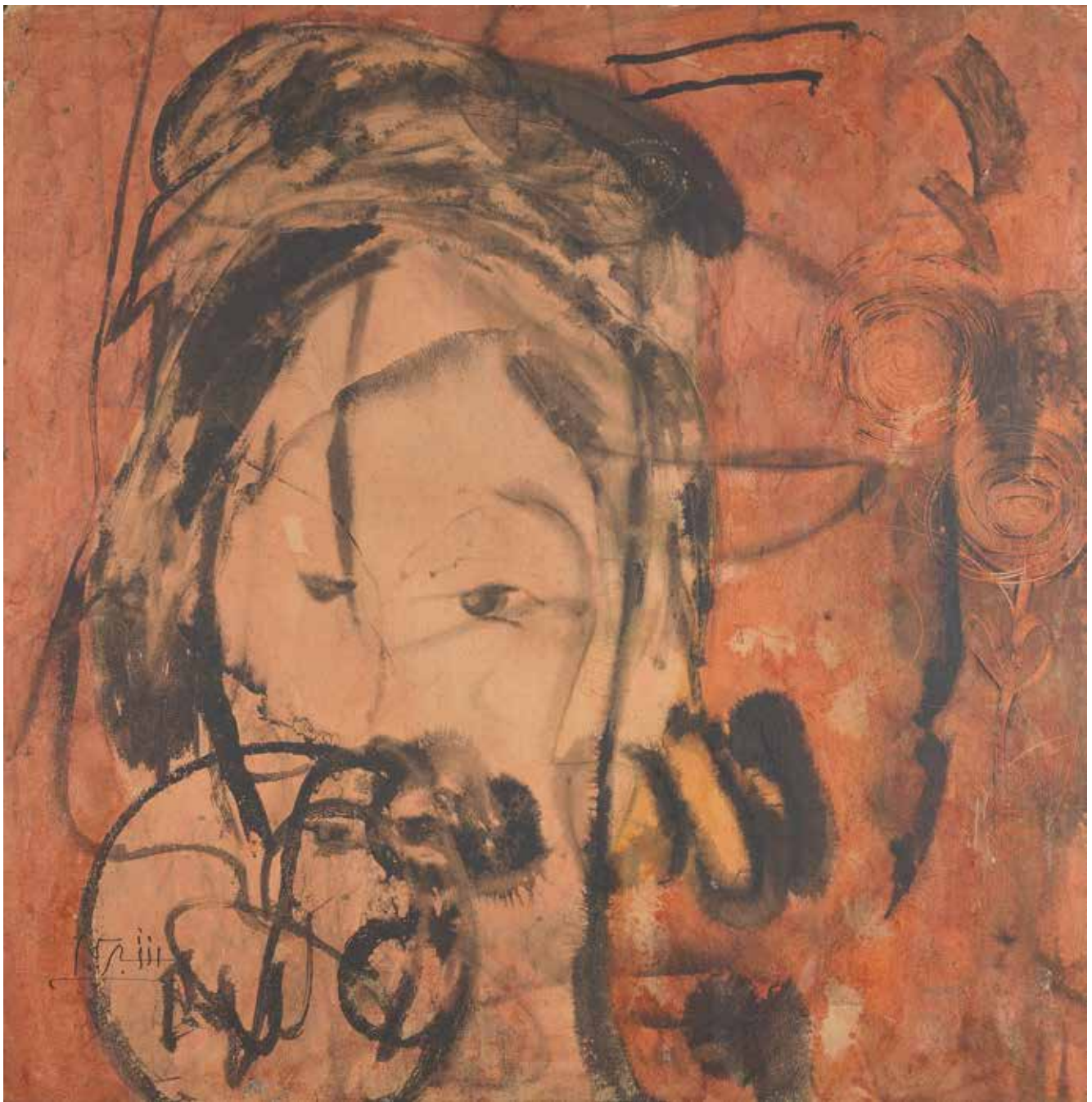
The slave-son of an Arab prince, Antar fell in love with his high-born cousin Abla. He was born into tribe of Abs, one of the many tribes roaming the great Arabian desert. His mother was an Ethiopian slave and his father was a prince of the tribe. He grew outside the accepted circle of the society and Antar spent his childhood pasturing the tribe's flock of sheep and goats. On the desert plains he learned to ride skillfully, and practiced throwing his spear until he was better accomplished, stronger and more feared than any other slave. His father also did not recognize him as a son but he excelled and distinguished himself in battle. Antar became his tribe's hero and poet – the latter, the highest merit bestowed on a man in the eyes of the Arabs.

The stories recount his heroic struggles to raise himself above the circumstances of his birth to gain his rightful position within his tribe and to become worthy of his beautiful cousin Abla. His poems to her are highly admired and widely quoted in the Arab world.

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

– Rafic Charaf





25

AHMAD SHIBRAIN (SUDAN, 1931-2017)

Faces

mixed media on board in two parts

signed "Shibrain" in Arabic (lower left)

57 x 56cm (22 7/16 x 22 1/16in). (2)

£7,000 - 10,000

€7,800 - 11,000

US\$9,200 - 13,000

Provenance

Property from the collection of Georges El-Zeenny, Beirut

Thence by descent to the present owner, London



SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

Jidar (Wall)

oil spray paint and mixed media on board
 inscribed "for Amr Al Obaydi" on the verso, stamped with the logo of
 the saddam centre of art, executed in 1979
 81 x 122cm (31 7/8 x 48 1/16in).

£50,000 - 70,000**€56,000 - 78,000****US\$66,000 - 92,000****Provenance**

Property from a private collection, London

Acquired circa 1989 by the present owner from Amr Al Obadi, Director
 of the Saddam Centre of Art, Iraq

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".

*"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



PAUL GUIRAGOSSIAN (LEBANESE, 1926-1993)

Chuchotement (Whispers)

oil on canvas, framed

signed "Paul G" (lower left), executed in 1985

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

£60,000 - 80,000**€67,000 - 90,000****US\$79,000 - 110,000****Provenance**

Property from a private collection, London

Acquired by the above in Jordan, 1985

ExhibitedAmman, Bank Petra, *Paul Guiragossian*, 1985

Achieving recognition in his own lifetime and honoured with a state funeral upon his death, Paul Guiragossian is remembered as one of the most talented and progressive artists to emerge from Lebanon. Guiragossian was born in 1926 in Jerusalem to survivors of the Armenian genocide. Due to exile, Guiragossian's family settled in Beirut, Lebanon in 1947. In 1956, Guiragossian received a scholarship from the Italian Government to study at The Academy of Fine Arts in Florence, which was soon followed by a further scholarship from the French government to attend Les Ateliers des Maîtres de L'Ecole de Paris. By the mid-1960s Guiragossian had grown to become one of the most celebrated artist in the Arab world and in 1989 he became the first artist to have a solo show at the Institut de Monde Arabe in Paris.

Guiragossian's genius lies in his ability to simultaneously provoke both joy and despair. Although the war broke out in the early 1970s, his attachment for his country grew larger and his works became more colourful with messages of hope for his people. From the mid-1970s onwards, most of Guiragossian's paintings conveyed a sense of solidarity, a collective joy or at times suffering. The female figure was also seen visible throughout Guiragossian's oeuvre; the fascination with the mother being the vital support system through good and bad, the caretaker and the bearer of life plays a central role and a key subject matter in his paintings. His work reflects a reality both deeply personal and universally relatable, as his obsession with the subject matter transcends from his own eternal longing for his own mother.

This stunning painting is a superlative example of Guiragossian's gestural and expressive painting style as clothed female figures are defined by thick elongated impasto paint. This present work titled Chuchotement or Whispers in English was executed in 1985 during the midst of the Lebanese Civil War, also the same year the Israeli forces withdrew their troops from Lebanon. Later that year, Chuchotement was showcased at Guiragossian's exhibition in Amman at the Petra Bank.

Unlike most of Guiragossian's other works, here the female figures are dressed in a soft pastel colour palette infusing a sense of happiness, warmth, positivity and hope. The light blue tones against the red and pink tones create a gentle aesthetic and beautiful harmony. The women in this painting are seen draped in what looks like festive garments, each robe has its own pop of colour and distinct pattern, suggesting a celebratory occasion such a religious gathering or wedding ceremony. The proximity of the faceless elongated figures with their arms reaching out to one another seems to suggest the coming together of family and friends and the intimate and eternal bond between them.



28 *

PAUL GUIRAGOSSIAN (LEBANON, 1926-1993)

Recontre

gouache on paper, framed

signed 'PAUL.G.' (lower right), executed circa 1990

69.9 x 49.5cm (27 1/2 x 19 1/2in).

£7,000 - 9,000

€7,800 - 10,000

US\$9,200 - 12,000

Provenance

Property from a private collection, California.



"..For Tahia Halim, ochre is capable of embodying one whole world. It is a colour so evocative that it epitomises this world and intensifies within it a full interaction of Egypt's milieu and ambience. It faithfully typifies this ambience and shows, naturally speaking, the result of being drenched in Egypt's characteristic heat and sun. It is a local colour in the full sense of the word. It is all-pervading; in the Nile alluvium, the baked pottery, the tops of hills girding the green valley, the swarthy faces and the walls of houses"

- Mohamed Shafik, 1969

29 *

TAHIA HALIM (EGYPT, 1919-2003)

Three Nubians

oil on board, framed

signed "T.Halim" (lower right)

84 x 76cm (33 1/16 x 29 15/16in).

£18,000 - 25,000

€20,000 - 28,000

US\$24,000 - 33,000



30 *

HUSSEIN YOUSSEF AMIN (EGYPT, 1904-1984)

The Dancer and the Zammar

oil on canvas

signed "Hussein Youssef Amin" and dated "1946" in Arabic (lower right), executed in 1946

176 x 85cm (69 5/16 x 33 7/16in).

£40,000 - 60,000

€45,000 - 67,000

US\$53,000 - 79,000

Provenance

Property from a private collection, Giza

Hussein Youssef Amin belonged to the second generation of the modern Egyptian art movement. Amin was born in 1904 in a socially privileged class and was the son of a Turkish government official. Amin was naturalised Egyptian by order of the khedive. During his youth he travelled through Italy, France, Spain and Brazil, acquiring deep understanding of various art schools and graduating from the Academy of Fine Arts in Florence. During his travels around the world Amin became closer and closer to his Egyptian identity. Upon his return to Egypt in 1931, Amin became a prominent art scholar and taught art at a number of universities.

His young promising students gathered every week at their mentor's house in Maryoutiya to foster their creativity and discuss the world of art. Amin not only gave them the courage to embrace their traditions, but also to become spokespersons for the unheard majority of the population by depicting the fear and fatality generated by poverty. Following in the footsteps of the surrealist artists, Amin's students condemned social injustice, political oppression and the bourgeoisie.

In 1944, Amin formed the Contemporary Art Group; the group members included Abdel Hadi Al-Gazzar, Hamed Nada, Maher Raef, Kamel Youssef, Abou Khalil and Ibrahim Massouda. They were dedicated to shaping national identity, promoting modernization, social reform and collective freedom through art. Their works were inspired by folk symbolism, popular traditions and notions of the collective unconscious. In the mid-1940s he formed several groups collectively known as the "Rejectionists". They challenged previous romanticised imagery and Western academic styles by exploring the daily realities of poverty and oppression. In 1946, Amin organised the Contemporary Art Group's first art exhibition, at the Lycee Francais du Caire. History was in the making with the 190 works by Amin's protégés that dealt with previously unexplored themes rich in symbolism. In 1948, a second exhibition took place at the YMCA in downtown. That same year Amin won the first modern art prize at the Sao Paulo Biennale.

The most spectacular and inventive artworks by the groundbreaking Egyptian artists Adel Hadi El Gazzar, Samir Rafi and Hamed Nada from the mid-1940s to the mid-1950s exist because of Amin's relentless efforts. His financial and ideological support was instrumental in the discovery of these artists. Rejecting the absence of both local heritage and the reality of unprivileged people in the works of art & freedom, Amin built on the foundations of Henein's socially engaged movement to visualise a national character born from homegrown psychological, social and historical values. Amin succeeded in creating an embedded Egyptian surrealist-expressionist movement which he termed "cultural emotions".

"Egyptian painting started miraculously around 1946" wrote Aime Azar a Lebanese professor of literacy criticism at Ain Shams University and Egypt's most important art historian, in his 1961 book *La Peinture Moderne en Egypte*.





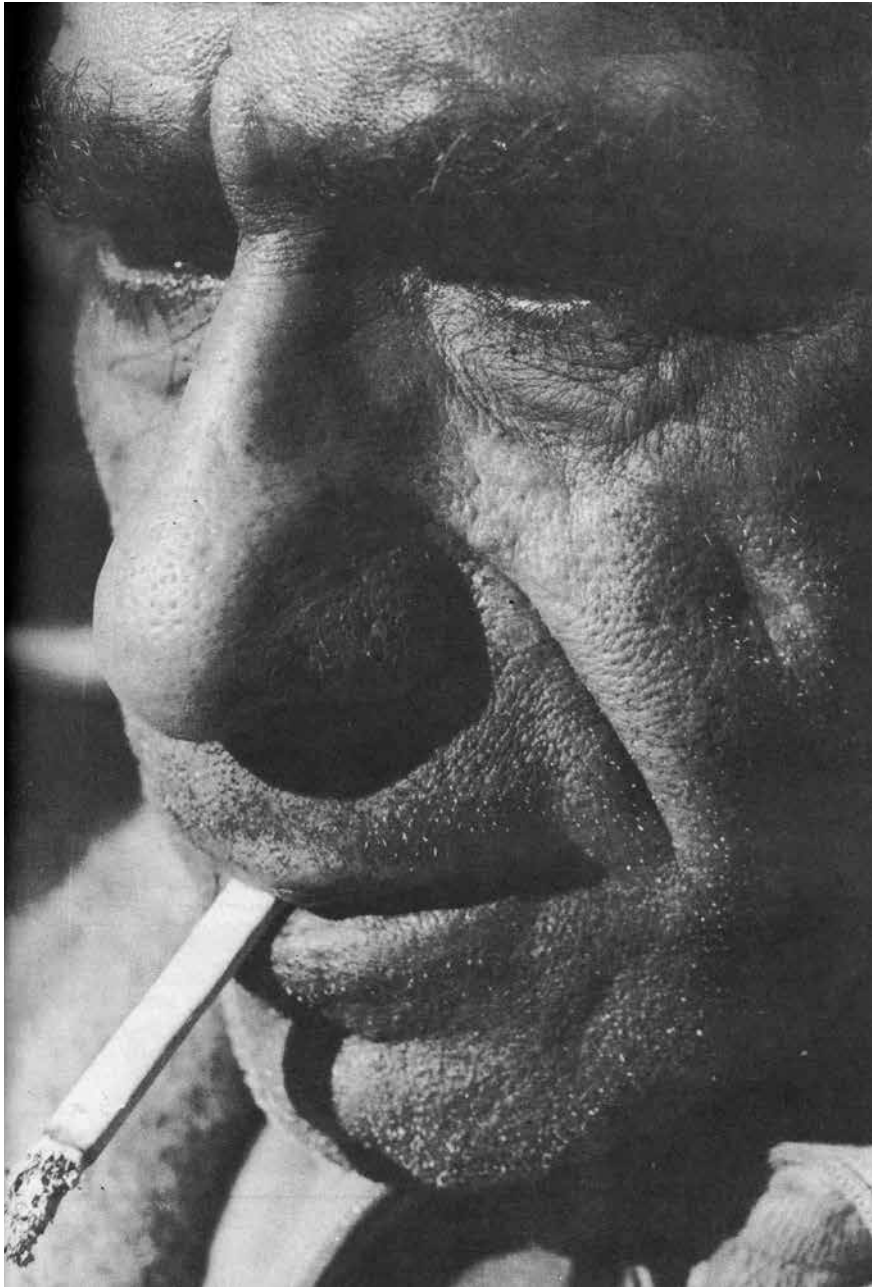
FAEQ HASSAN 1914-1992

FOUR WORKS FROM AN EXCEPTIONAL EUROPEAN COLLECTION

The present set of paintings from the doyen of twentieth century Iraqi art, Faeq Hassan, without doubt, form the most comprehensive, remarkable and important offering of this prolific artists work ever to come to market.

Equally remarkable is the source from which these works are offered: a private German collection of Iraqi art housed in a magnificent mansion in the North German countryside. Containing over a hundred of the finest examples of Iraqi art, with a focus on pioneers such as Faeq Hassan, the group of works is an expression of the collectors deep personal connection with the artists during the years he spent in Baghdad between the 1950's-1970's.

Starting with the magisterial "History of Iraqi Art" which celebrates the major stages of Iraqi civilisation, the collection proceeds with seminal examples from Faeq Hassan's Cubist ("Two Men"), Abstract ("Abstract Couple") and Expressionist periods, providing a fully formed and complete survey of the artists oeuvre.







THE HISTORY OF IRAQ

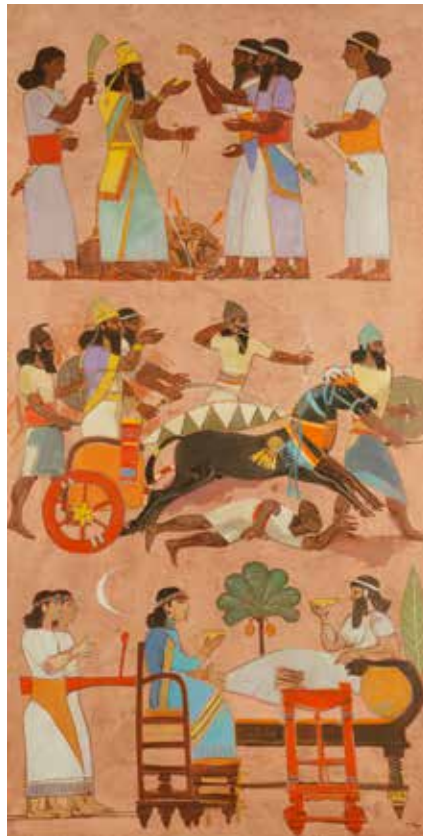
A MONUMENTAL TRYPTICH BY FAEQ HASSAN

The word “masterpiece” is often overused in the context of the art market, but in the case of the present tryptich by Faeq Hassan it is a most deserved and appropriate classification. Resplendent, ambitious and grandiose, “History of Iraq” is perhaps one of the purest and most potent expressions of the central theme of Modern Iraqi Art; the search for a means to express the totality of Iraqi identity in a distinct visual language.

Harking back to Iraq’s glorious past, beginning with the formidable Assyrian and Babylonian Empires, through to the Islamic Golden Age, and resembling the mighty imperial bass reliefs of bygone Kingdoms, Faeq Hassan’s historical procession is a testament to the grand historical legacy of the “cradle of civilisation”.

Inspired by the 13th century manuscript artist Yahya Al Wasiti, revered by Iraqi modernists as the forefather of their countries art movement, Faeq Hassan builds on the style of Wasiti’s rich manuscript Illustrations but on a monumental scale.

Appearing in the market for the first time, this colossal homage to Iraqi history was acquired directly from the artist, and adorned the grand hallway of his mansion in the German countryside for many years. Its grandeur, significance and rarity warrant its inclusion in any major collection of Modern art from the region.



31

FAEQ HASSAN (IRAQ, 1914-1992)

The History of Iraq

oil on canvas, in three parts (triptych)

signed "Faeq H" in Arabic (lower right and verso of each panel),

executed circa 1970

Total 186.5 x 300cm (73 7/16 x 39 3/8in). Each panel 186.5 x 100cm

£150,000 - 250,000

€170,000 - 280,000

US\$200,000 - 330,000

Provenance

Property from a private collection, Germany

Acquired directly from the artist by the present owner's family.



1.



2.



3.



4.



STAGE 1

THE SUMERIAN AND BABYLONIAN EMPIRES (4500-1900BC)

1. Sumerian Drinking Scene

The first scene depicts an ancient Sumerian couple drinking at a banquet; an important reminder that it was the ancient Sumerians that are credited with the invention of alcoholic beverages. A Sumerian cylinder seal depicts the same spouted vessel that is illustrated in Hassan's artwork.

2. Relief of King Ur-Nanshe of Sumer

The second and third tiers of the composition celebrate the agricultural and architectural achievements of the Sumerians and specifically Kings Ur-Nanshe and Ur-Nammu of the Early Dynastic Period.

King Ur-Nanshe was a renowned leader of the Sumerians, the Perforated Relief of King Ur-Nanshe, on display at the Louvre, portrays him as a builder of temples and canals, thus a preserver of order perceived to enjoy divine favour. In this context, the figure carrying a basket on his head is a symbol of construction, carrying material to the lay foundations of a temple.

3. Code of Ur-Nammu

The king Ur-Nammu, a renowned "law giver" himself is depicted crowned with a white crescent, a symbol of Sin/Nana, the ancient Sumerian God of the moon.

4. Code of Hamurabi

The bottom frieze is dominated by arguably the most important scene: Hamurabi receiving his royal insignia from the god Shamash (represented by the star symbol above). The Code of Hammurabi, dating back to about 1754 BC. It is one of the oldest deciphered writings of significant length in the world. The code consists of 282 laws and punishments and is considered one of the first ever concise set of legal codes in world history

The Sumerians were the first humans to form a civilization. They invented writing and government, were organized in city-states where each city had its own independent government. Sumerian writing, government, and culture would pave the way for future civilizations.

Eventually, the city of Babylon became the most powerful city in Mesopotamia. Throughout the history of the region, the Babylonians would rise and fall. At times the Babylonians would create vast empires that ruled much of the Middle East. The Babylonians were the first to write down and record their system of law.



1.



2.



3.



STAGE 2

THE ASSYRIANS (1392-609BC)

1. Lion hunt of Ashurbanipal

The Royal Lion Hunt of Ashurbanipal is shown on a famous group of Assyrian palace reliefs from the North Palace of Nineveh. They are widely regarded as “the supreme masterpieces of Assyrian art” They show a formalized ritual “hunt” by King Ashurbanipal (reigned 668 – c. 631/627 BC) in an arena, where captured lions were released from cages for the king to slaughter. Lion slaughter was an activity strictly reserved for Royalty; and thus served as a sign of privilege, kingship, and dominion over nature.

2. Conquests of Ashurnasirpal II

Ashurnasirpal II succeeded his father, Tukulti-Ninurta II, in 883 BC. During his reign he embarked on a vast program of expansion, first conquering the peoples to the north in Asia Minor as far as Nairi and exacting tribute from Phrygia, then invading Aram (modern Syria) conquering the Aramaeans and neo Hittites between the Khabur and the Euphrates Rivers.

3. Assyrian Banqueting Scene

The Assyrian king was famed as the main promoter of feasts and special events, during which he played the role of leader and benefactor of his country. Food appears frequently in texts and images of the royal inner circle, in the guise of offerings made to the gods, tributes presented by vassal kings, rations distributed to officers or court personnel.

The Assyrians came out of the northern part of Mesopotamia.

They were a warrior society. They also ruled much of the Middle East at different times over the history of Mesopotamia. Much of what we know about the history of Mesopotamia comes from clay tablets found in Assyrian cities.



1.



2.



STAGE 3

THE ISLAMIC GOLDEN AGE (800-1300AD)

1. Scenes from One Thousand and One Nights

The top two friezes depict perhaps the most popular and pivotal episodes from the famed Arabian Nights. The tales told by Scheherazade over a thousand and one nights to delay her execution by the vengeful King Shahryar have become among the most popular in both Eastern and Western literature. From the epic adventures of 'Aladdin and the Enchanted Lamp' to the farcical 'Young Woman and her Five Lovers' and the social criticism of 'The Tale of the Hunchback', the stories depict a fabulous world of sorcerers, Genies imprisoned in bottles and enchanting princesses.

At the very top a stern King Shahryar demands a bride from his courtiers, the central scene depicts a weeping vizier whose daughter, Scherezade, volunteers to become Shahryar's fateful bride, thus sparking the events which prompt the recital of the stories of 1001 Nights.

2. Abu Zaid complaining to the Wali of his Poverty: illustration from Al Wasiti's Maqamat

The final illustration a scene from al-Wasiti Maqamat (Assemblies), comes from a collection of stories of a picaresque hero "Abou Zayd". The author, al-Hariri (1054-1122 CE), is an important figure in Arabic literary history. The illustrations belong to the Baghdad School of miniature illustration, and depict scenes of ordinary life. Al Wasiti's work was a major influence not only on Faeq Hassan, but on Iraqi modernism in general, and many artists claimed to be taking up the mantle of Al Wasiti given his earnest, almost comical and frivolous take on local scenes of every day Baghdad life, a subject matter which motivated so many of Iraq's modern painters.

The Islamic Golden Age is the era in the history of Islam, traditionally dated from the 8th century to the 13th century, during which much of the historically Islamic world was ruled by various caliphates, and science, economic development and cultural works flourished.

This period is during the reign of the Abbasid caliph Harun al-Rashid (786 to 809) with the inauguration of the House of Wisdom in Baghdad, where scholars from various parts of the world with different cultural backgrounds were mandated to gather and translate all of the world's classical knowledge into the Arabic language.

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

Since then his painting has gone through a number of phases each, in a way, reminiscent of one of the successive trends that gained currency in Europe since the turn of the century: from impressionism to cubism, thence to abstract and then to expressionism, and finally to a form of realism. What is so remarkable in all these phases is the originality he has always shown in dealing with subjects that are intensely local, intensely Iraqi.

*Together with his friend Jewad Selim, Faeq Hassan was for some time in search of a distinctive Iraqi style, which right from his beginnings he seemed to seek through emphasis on the popular essence of his subjects. **His cubism in the fifties** was a mixture of Arab forms largely derived from 13th century Baghdadi illuminator Yahya al Wasiti, and current European forms".*

– Jabra Ibrahim Jabra, *The Grassroots of Iraqi Art*



32

FAEQ HASSAN (IRAQ, 1914-1992)

Two Men

oil on canvas, framed

signed "Faiq H" in Arabic (lower right), executed circa 1950's
61 x 53cm (24 x 20 7/8in).

£16,000 - 20,000

€18,000 - 22,000

US\$21,000 - 26,000

Provenance

Property from a private collection, Germany

Acquired directly from the artist by the present owner's family.

Literature

Jabra I. Jabra, Al Wasiti Festival, Ministry of Information Baghdad, *Iraqi Art Today*, April 1972, illustrated in the book

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

But his peasants, his Bedouins, his fishermen his constant themes, belonged very much to the waters of Tigris and Euphrates. His harvesters, his curd sellers, however cubistically stylized, laboured under a clear Mesopotamian sun".

– Jabra Ibrahim Jabra, The Grass Roots of Iraqi Art



33

FAEQ HASSAN (IRAQ, 1914-1992)

Abstract Man and Woman
signed "Faiq H" and dated "1962" in Arabic (lower right),
executed in 1962

oil on canvas, framed
62 x 90cm (24 7/16 x 35 7/16in).

£14,000 - 18,000

€16,000 - 20,000

US\$18,000 - 24,000

Provenance

Property from a private collection, Germany

Acquired directly from the artist by the present owner's family.

Making good use of his rich technical skill, Faeq Hassan now concentrated on painting the local themes that obsessed him visually. The scenes amidst which he was born, amidst which he spent many years of his life. His pictures are filled with the back streets of Baghdad; with their age, old architecture, their haze, their sun and their shade, their motion and their stillness, their primitive shops and their popular characters. He was intent on coming to closer grips with his direct visual experience of a scene he knew to be vanishing soon: it was a daily experience never so faithfully recorded by any other Iraqi Artist"

– Jabra Ibrahim Jabra, The Grass Roots of Iraqi Art



34

FAEQ HASSAN (IRAQ, 1914-1992)

Three Women in Moonlight
oil on canvas, framed
signed "F.H." and dated "1966" (lower left),
inscribed "Faiq Hassan Baghdad 1966" on the verso
75 x 63cm (29 1/2 x 24 13/16in).

£14,000 - 18,000

€16,000 - 20,000

US\$18,000 - 24,000

Provenance

Property from a private collection, Germany
Acquired directly from the artist by the present owner's family.

FAEQ HASSAN 1914-1992

THE PIONEER

Faeq Hassan is rightly considered as one of the founding fathers of Iraqi modern art. Throughout his prolific career he took on numerous roles within the fledgling Iraqi art, including pioneer, innovator and key narrator of Iraqi visual culture. In the crucial decades of the 1940s and 50s, Hassan was devoted to the creation of an art form that would express the growing feelings of national pride amongst Iraqi citizens. He was also interested in developing his own technical skill and that of his students. In later decades, Hassan would remain a leading artist in Iraq and his artistic legacy continues to be a powerful influence.

Born in Baghdad in 1914, Hassan remembers his childhood as a series of art experiments, as he would master one media and move on to the next. A typical experiment involved mud from the Tigris River sculpted in the shape of horses and people. He did not consider himself bright in the traditional sense as he neglected his schoolwork. His talent for art-making, however, developed with ease and he was encouraged by his teachers.

Hassan's artistic aptitude was awarded in 1933 when he became the second recipient of a government-funded scholarship to study art in Europe. He travelled to France and enrolled at the École Nationale Supérieure des Beaux-Arts. In Paris, Hassan had a fairly traditional education in the arts.

He participated in art history and studio classes while completing art projects based on copying master works. Hassan was also introduced to important figures of European modernism. He was especially impressed with artists like Matisse and Delacroix, paying specific attention to their use of color.

Hassan returned to Baghdad after receiving his degree in 1938. Soon after, he accepted a position at the Institute of Fine Art in Baghdad as the director of the Department of Painting and Sculpture. During his tenure at the institute, which continued until 1962, Hassan introduced courses based on Western painting techniques, as well as classes for the study of Islamic and Arab folk arts, like pottery and metalwork. He also went to great lengths to develop the efficacy of the department by training future teachers and procuring basic art supplies and gypsum models. In conjunction with his job as an administrator, Hassan was an involved teacher. He taught courses on color theory, perspective, anatomy, and design, as well as classes in art history. He encouraged his students to search their local surroundings for inspiration while honing their technical skills. Hassan took student development as a personal responsibility and made it his duty to oversee the first generation of artists to graduate from the institute. Over the next decade, the institute became the center of artistic activity and Hassan's reputation as a leading figure in Iraqi art education was firmly established.

Coupled with his work as an educator, Hassan participated in numerous art groups that brought artists together in collective interaction and exhibition, including the Society of the Friends of Art. In 1950, Hassan founded the group Ar-ruwwad, or the Pioneers, that began under the name Société Primitive. The group started as a loose association of artists that went on trips to the outskirts of Baghdad to explore life outside of the cosmopolitan city center. The Pioneers did not publish a group manifesto, but there was a shared desire amongst the participants to shed the confines of the artist studio and paint directly from the surrounding environment. The group exhibited in a private home until the National Museum of Modern Art in Baghdad was established in 1962. In 1967, Faïq Hassan formed another art group known as Az-Zawiya, or the Angle. Formed as a reaction to the Arab-Israeli June War, the group had a powerful message informed by the political and nationalistic aims which art making could advance. Ultimately, this collective was short-lived, only exhibiting once. However, the group was made up of influential artists, like Ismail Fattah, Mohammed Ghani Hikmet, and Kadhim Hayder.

Hassan's own artistic practice was marked by technical skill and variation. Throughout his career he experimented with various art styles and has been labeled a primitivist, an impressionist, and a cubist. These distinctions are up for debate, but what is certain is that Hassan had an expert acuteness for artistic techniques that was acknowledged by his students and colleagues. Specifically, Hassan was a master of color. He took great pride in his chemical knowledge of each pigment and in experimenting with their compositions. He even remarked that a good painter was one who possessed a complex understanding of color technology. Color to Hassan was not a symbol in and of itself but was the connective tissue that drew the composition together.

Despite Hassan's technical prowess, he asserted that technique was not the ultimate aim of his artistic production. To him technique was merely a means of expression. The real essence of Hassan's work was his ability to capture the spirit of everyday Iraqi life. Indeed, his subject matter was taken from the environs of Iraq. Villagers, workers, horsemen, and landscapes dominate his oeuvre and are depicted with an emotive delicateness, no matter the style. Hassan's most famous works of Arab Horsemen were executed with fervently rough brushstrokes creating a dynamic and, oftentimes, romantic rendering of their subjects. A majority of Hassan's earlier works, however, were abstract and linear. During his career, Hassan also showed a penchant for realism with his portraits of Kurdish men and Arab Bedouins. Through these works Hassan's demonstrates the range of his artistic ability, as well as his dedication to recording a sense of "Iraqiness" that was consistent with the nationalist sentiments of his time.



THREE IMPORTANT WORKS BY NASSER ASSAR

FROM THE COLLECTION OF THE ARTISTS FAMILY AND
THE COLLECTION OF THE LATE SIR HERBERT READ

35 AR

NASSER ASSAR (IRAN, 1928-2011)

The Sunset

oil on canvas, framed

executed circa 1970s

194.5 x 96cm (76 9/16 x 37 13/16in).

£14,000 - 18,000

€16,000 - 20,000

US\$18,000 - 24,000

Provenance

Property from the artist's family

Shimmering, delicately rendered and enigmatic, Nasser Assar's "Sunset" is one of the largest and most powerful canvases by an artist whose works were squarely inspired by a combination of Eastern painterly traditions and Western Abstraction. Reflecting a tender and meditative appreciation of nature, Assar's rosy bucolic Sunset recalls the placid and sympathetic depictions of the sunset over Mount Fuji by the revered Japanese print-maker Hokusai

Born in Tehran in 1928, Nasser Assar is one of the most seminal protagonists of the Iranian modernist movement. His works mark both a compositional departure from the academic formalism of the turn of the century, and a clear thematic circumvention of the dominant neo-traditionalist orthodoxy of his time.

His migration to Paris in the 1950s coincided with a critical juncture in the progression of European modernism. Still in its infancy, the French post-war art scene eventually gave rise to the establishment of Tachism and Lyrical Abstraction, movements which heavily influenced the work of Assar. However, whilst operating alongside luminaries such as Tapes, Fautrier, De Stael and Wou Ki, Assar still developed a unique and distinctive style of abstract expressionism which was neither derivative nor imitative of his European counterparts.

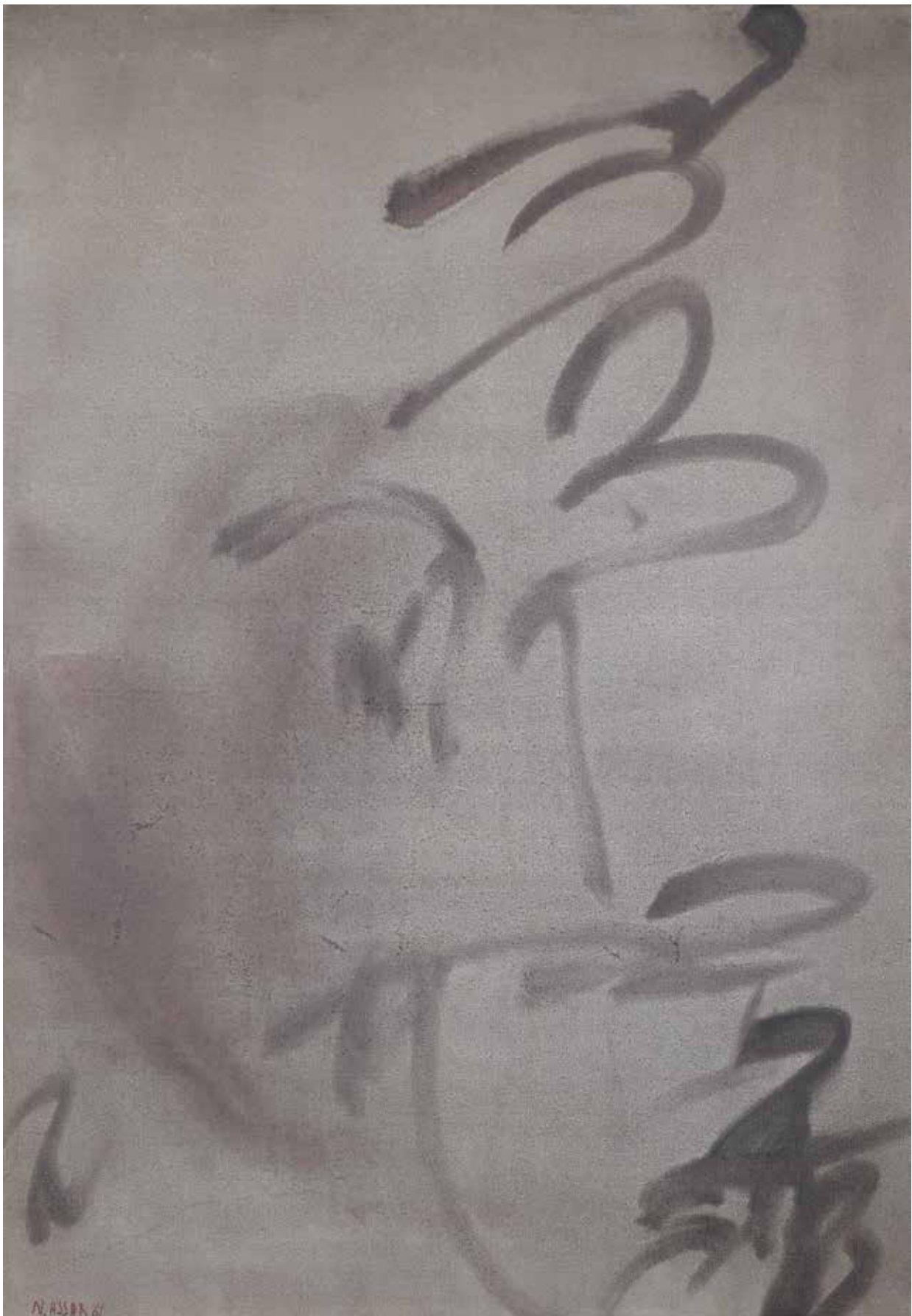
Assar's canvases are wrought with a strong sense of conceptual duality derived from the inner-collation of calligraphy and landscape. Taken compositionally, Assar's depiction are built up of pseudo calligraphic oriental letterforms set in an ethereal, polytonal landscape. Yet within the composition itself, letterforms and natural forms are inseparable, having seamlessly permeated their surroundings. This unrestricted oscillation between world and environment, aside from being technically progressive, itself serves as an aesthetic device for the expression of a far more profound artistic impulse whose genesis is found in the Zen calligraphy whose influence is so evident in Assar's work.

In the Zen Buddhist tradition, performing calligraphy, or hitsuzendo, is a meditative practice seminal towards the attainment of spiritual unity with the divine. In light of the universality of his practice, the language in which the calligraphy is composed becomes irrelevant, and Assar's choice to diverge from his native Persian, far from being an act of disregard, is merely an aesthetic affirmation of his belief in the transcendental and universal characteristics of divine truth. Concurring with the Sufi tradition, this entails an understanding of the world which treats worlds, languages and systems of communication merely as names and symbols for illusory, transient, material objects, which cast a deceptive veil of sense experience over the unified, absolute, and singular underlying spiritual reality.

It is this underlying reality which Assar attempts to penetrate, by demonstrating that the material landscape of our world is purely an artefact of our linguistic habits, and not a source of absolute truth. This is all achieved within an aesthetic which is both technically proficient and visually diverse, and whose freedom of hand evolves a spontaneity which is at once expressive and unrestrained.







35A



36

35A AR

NASSER ASSAR (IRAN, 1928-2011)

Abstract Composition
oil on canvas, framed
signed "N. Assar" and dated "61" in English (lower left),
executed in 1961
117 x 81cm (46 1/16 x 31 7/8in).

£7,000 - 10,000

€7,800 - 11,000

US\$9,200 - 13,000

Provenance

Property from the artist's family

36 AR

NASSER ASSAR (IRAN, 1928-2011)

Abstract Calligraphy on Grey
signed, dated and inscribed "For Herbert Read from N. Assar, 61",
executed in 1961
50 x 63cm (19 11/16 x 24 13/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,600 - 4,000

Provenance

Property from the private collection of Sir Herbert Read
Gifted directly from the artist

AN IMPORTANT STILL LIFE BY MANOUCHER YEKTAI

FORMERLY IN THE COLLECTION OF THE CINCINNATI MUSEUM OF ART

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

– John Ashberry

"Around 1958, Yektai entered his present phase, a period of immense bravura, lyricism, power, directness and of a determined abstract commitment"

– Robert Pincus-Witten

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

– Clement Greenberg



36A *

MANOUCHER YEKTAI (IRAN, BORN 1922)

Tomato Plant, Morning

oil on canvas

signed "Yektai" and dated "1959" in English (lower right), two stamps on the verso from the Poindexter Gallery and the Cincinnati Art Museum bearing the title, date of execution and size of the artwork, executed in 1959

107 x 107cm (42 1/8 x 42 1/8in).

£60,000 - 100,000

€67,000 - 110,000

US\$79,000 - 130,000

Provenance

Property from a private collection, Miami

Property of the Cincinnati Art Museum until 1978

Garth's Auction Inc, Ohio, August 12, 1978, lot 312

Acquired from the above by the present owner

Exhibited

New York, Poindexter Gallery, early 1960s

Bonhams have the rare honour of presenting one of the most formidable examples of Manoucher Yektai's inimitable and striking expressionist still life compositions. A painting of remarkable pedigree, "Tomato Plant, Morning" was exhibited at Poindexter Gallery in 1959, and after a period in the permanent collection of the Cincinnati Art Museum (1964-1980), the work entered a private Florida collection, and comes back to the market for the first time in nearly four decades.

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

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

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

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

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

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

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

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





37

37 *

FARIDEH LASHAI (IRAN, 1944-2013)

Abstract Trees in Yellow
oil on canvas, framed
signed "Farideh Lashai" and dated "'85" (lower right),
executed in 1985
70 x 90cm (27 9/16 x 35 7/16in).

£14,000 - 18,000
€16,000 - 20,000
US\$18,000 - 24,000

Provenance

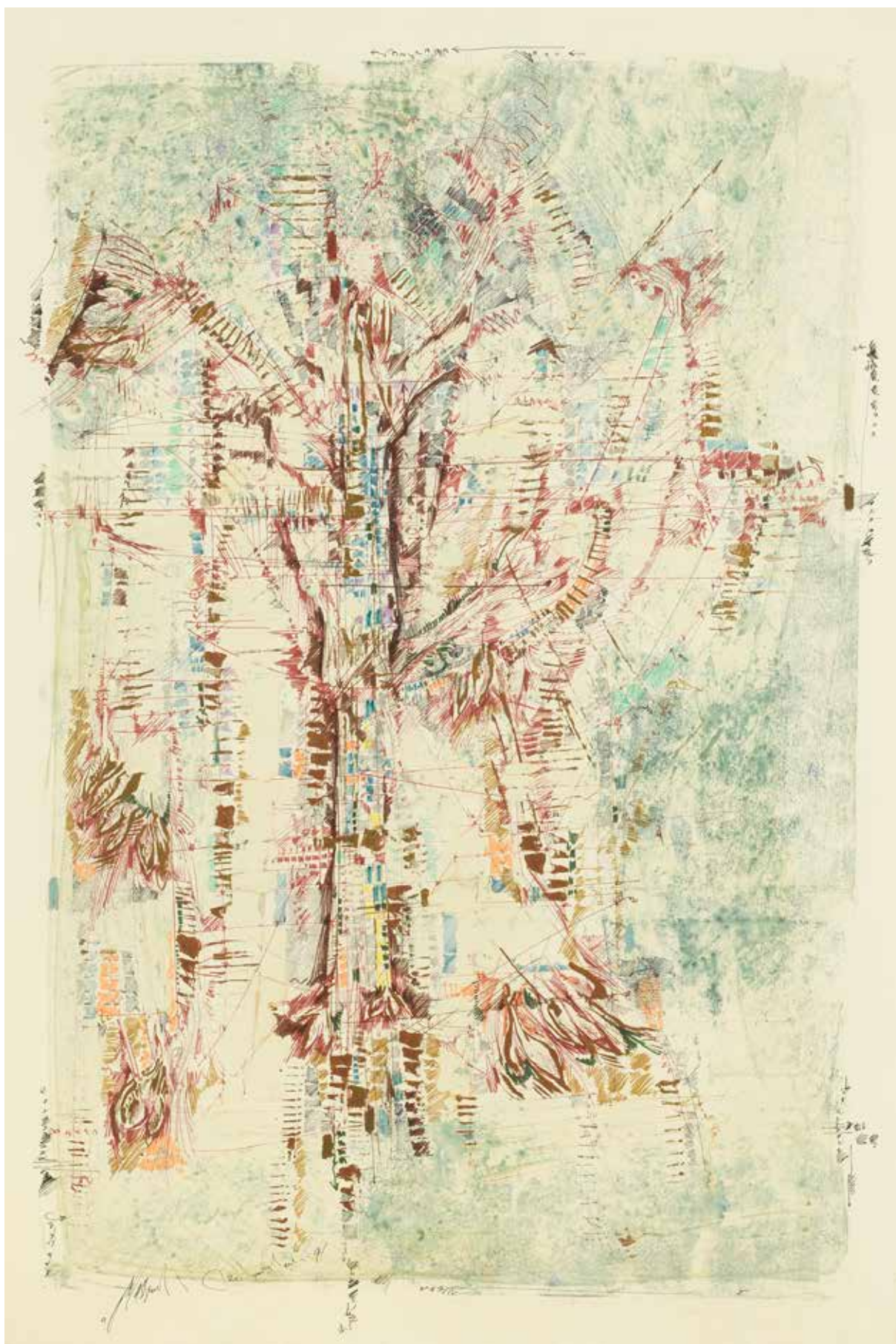
Property from a private collection, San Francisco

38

MASSOUD ARABSHAHI (IRAN, BORN 1935)

Abstract Composition
mixed media on paper, framed
signed "Massoud Arabshahi" (lower left), executed in 1991
97 x 65.5cm (38 3/16 x 25 13/16in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,300 - 7,900







*"Lull me to sleep beneath a branch
far from the nocturnal grinding of metals
and wake me only if someone comes
who can unearth the ore of daylight.
Like jasmine emerging from behind your hands
I will wake up. Only then..."*

- Sohrab Sepehri, The Way to the Orchard

39 *

SOHRAB SEPEHRI (IRAN, 1928-1980)

Untitled (from the abstract series)

oil on canvas

executed circa 1959-63

83 x 121cm (32 11/16 x 47 5/8in).

£50,000 - 70,000

€56,000 - 78,000

US\$66,000 - 92,000

Provenance

The Artist's estate

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

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

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

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

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

After enrolling at the Académie des Beaux-Arts in Paris in 1957, Sepehri went on to travel in Italy, throughout Africa and India before taking up a print making apprenticeship in Tokyo in 1960. During this period, the artist was exposed to Japanese philosophy, material culture and poetry that greatly influenced his future practice in both the visual arts and literature. After battling leukaemia, Sohrab Sepehri passed away in 1980 at the age of 52, remembered as both an exceptional painter and renowned poet.



*"O Land of Karabala, where is Abbas the brave?
O land of Karbala, where is the nightingale of my rose garden?"*

- Hussein Ibn Ali

*"My right hand, O God, has been severed from my body;
O Lord, enable my other hand to reach the skirt of Husayn.."*

- Abbas Ibn Ali

*"Pilaram started his painting career almost simultaneously
with Zenderoudi. Pilaram has a tendency for larger forms,
and a preference for gold colouring"*

- Karim Emami

*"The combination of calligraphic elements and architectural forms
creates a unity in my mind that promotes an authentic Iranian identity"*

- Faramarz Pilaram 1975



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

ink, metallic paint and acrylic on paper

signed on the verso, executed circa 1960s

160 x 113cm (63 x 44 1/2in).

£60,000 - 80,000**€67,000 - 90,000****US\$79,000 - 110,000****Provenance**

The Artist's estate.

Sublime, overpowering and elaborate, Faramarz Pilaram's immense composition "Alamat", inspired by Iran's popular religious aesthetic, is a quintessential expression of the Saqqakhaneh school which dominated Iranian modernism in the latter part of the 20th century, and of which Pilaram was a seminal founding member.

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

Whilst Zenderoudi's works focused on the intricate, calligrapho-geometric text based elements of religious talismans and mystical poetry, Pilaram instead concentrated on the more architectural, physical and grand scale ritual elements of Iranian religious pageantry. Pilaram's compositions capture the essence of Iran's passionate impulse for ritual, public expression.

Key to the composition are towering forms resembling the tall imposing 'Alam's marched through Iranian streets during Shi'ite festivals. Pilaram punctuates these with the symbol of the hand of Abbas Ibn Ali ("Abul Fazl") the brother of Hussayn, whose hand was severed in his desperate attempt to bring water to his starving brother during the battle of Karbala. The loyalty and dedication of Abul Fazl is a key theme in Persian "passion plays" which re-enact scenes from Karabala and the Martyrdom of Hussein. By using these motifs, Pilaram depicts spiritual vignettes of Iranian society, demonstrating that traditions and rituals which have existed for centuries still form a fundamental bulwark of modern urban life.

Pilaram attended Tehran's School of Decorative Arts for, founded in 1951 by Jalil Zia'pur and a group of artists. His teachers at the newly established school included Mahmoud Farschian who taught him traditional miniature painting. He received his diploma in 1959 and went on to continue his art education at the Faculty of Decorative Arts, graduating in 1965.

Pilaram began exhibiting his paintings while still at college and was soon recognized as one of the most significant artists of his generation. In 1963, the journalist and art critic Karim Emami identified Pilaram "as the core exponent" of the Saqqā-kāna School of Art. Pilaram's career along with other Saqqā-kāna artists coincided with the opening of the Tehran Biennials. Their works went on to be celebrated in various national and international venues.

Pilaram's works were included in almost all major Iranian modernist exhibitions (Afšār Mohājer, pp. 201-10). Pilaram, along with Mansur Qandriz, Sādeq Tabrizi, Morteza Momayyez, and Massoud Arabshahi played a pivotal role in the establishment of Tālār-e Iran in 1964 Pilaram received his master's degree in painting and interior design from the Faculty of Decorative Arts in 1968. In 1971 he won a scholarship to study lithography and print in France for a year. He later held an exhibition in Galerie Cyrus at the Maison de l'Iran, Paris in 1972.

Upon his return, he became an associate professor at Dāneškada-ye 'elm o šan'at. In 1974 Pilaram along with Marcos Grigorian, Morteza Momayyez, Gōlām-Hosayn Nāmi (b. 1936), Massoud Arabshahi, Sirāk Malkoniān (b. 1931), and 'Abd-al-Rezā Daryābeigi (b.1930) formed "Goruh-e naqqāšān-e āzād" (The group of independent artists).

Pilaram was expelled from his teaching job at 'Elm o šan'at University in 1981. Disappointed by the socio-political upheavals of the time, accused and disrespected by students whom he had cherished for years, Pilaram became extremely despondent in the final years of his life. In 1983, he died of a massive heart attack in Maḥmud Ābād, Māzandarān, and was quietly buried in the Behešt-e Zahrā Cemetery in Tehran. His untimely death was a severe blow to the Iranian art community.

Pilaram was the recipient of several national and International awards including the 1962 Gold Medal at the 3rd Tehran Biennial, the Silver Medal at Venice Biennial at the same year, the First Prize from the Ministry of Art and Culture at the 4th Tehran Biennial 1964, and the First Prize for a Special Stamp issued by UNESCO for the "World Liberation of Hunger" in 1968.

Pilaram's works are included in the collections of Tehran Museum of Contemporary Art; Tehran Fine Arts Museum; Jahān-namā Museum at Sāheb-qarānia Palace; Grey Art Collection at New York University; Museum of Modern Art, New York, and Queen Farah Pahlavi's Private Collection.



Figure 28. The *Parjo* Symbol Used as Finitol on "Alam Banners (flanked here by courtesy cut out metal dragon heads); inscriptions read, on thumb, "Allāh, Moḥammad;" on the other fingers, "'Alī, Fāṭema, Ḥasan, Hosayn," and on the palm, *Yā Hosayn-e moṭlīm* "Oh Hosayn (the persecuted)." the number 40, and *yā Abul-Fazl*, i.e., "Abbas b. 'Alī (from a private collection).



"You are mentioned, Hussein, as an example of the synthesis between East and West. Rather than confining myself to noticing its effect, I prefer to retrace an analysis of its cause, which lies in the demand for global communication, the manifestation of a fundamental intuition which made you drop formalist writing in favour of a flexible system of signs. In assuming the distant form of an old language, your signs liberate its universal value. When they distance themselves from the letters drawn, they assume architectural forms or signs of an inner landscapes, of woven fabrics and of meditation, I submit to their spellbinding power!"

- Pierre Restany

41

CHARLES HOSSEIN ZENDEROU DI (IRAN, BORN 1937)

LALSA

acrylic on canvas

signed and dated, executed in 1973

106 x 151cm (41 3/4 x 59 7/16in).

£70,000 - 100,000

€78,000 - 110,000

US\$92,000 - 130,000

Provenance

Acquired directly from the artist in 1989

This work is sold with a photo certificate from the Archives Charles Hossein Zenderoudi and will be included in the catalogue raisonne currently being prepared.



42

CHARLES HOSSEIN ZENDEROU DI (IRAN, BORN 1937)

HE + TCHE

acrylic and ink on canvas

signed and dated, executed in 1972

85 x 74cm (33 7/16 x 29 1/8in).

£40,000 - 60,000

€45,000 - 67,000

US\$53,000 - 79,000

Provenance

Acquired directly from the artist in 1989

This work is sold with a photo certificate from the Archives Charles Hossein Zenderoudi and will be included in the catalogue raisonné currently being prepared.

"Zenderoudi neglected all the rules of calligraphy and concentrated his efforts on exploring the visual nature of graphic elements and their aspects of signification. His attempts at innovative writing culminated in the genesis of a kind of hyper graphic space: an abstract and dynamic structure through the rhythm, movement and intermingling of signs"

- Ruyin Pakbaz





44

MARCOS GRIGORIAN (IRAN, 1925-2007)

Seated Nude

oil on board

signed "Marcos Grigorian" (upper right), inscribed "Marcos Grigorian

Roma 53" on the verso, executed in 1953

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

£4,000 - 6,000

€4,500 - 6,700

US\$5,300 - 7,900

Provenance

Property from a private collection, Canada



45 *

SAYED SAAD EL-DIN (EGYPT, BORN 1944)

The Tahtib Players

oil on canvas, framed

signed "Sayed Saad El-Din" and dated "2014" in Arabic

(lower right), inscribed "Sayed Saad El-Din 2014/2015" on the verso,

executed in 2014

120 x 80cm (47 1/4 x 31 1/2in).

£6,000 - 10,000

€6,700 - 11,000

US\$7,900 - 13,000

Provenance

Property from a private collection, Canada



46 *

HAMED SAID (EGYPT, 1908-2006)

Horses

oil on wood, framed

executed circa 1940s

65 x 157cm (25 9/16 x 61 13/16in).

£14,000 - 18,000

€16,000 - 20,000

US\$18,000 - 24,000



47 *

MANSOUR FARAG (EGYPT, 1910-2000)

The Sellers of Aswan Souk
plaster and cement
signed "Sellers of Aswan Souk" and dated "1935" in Arabic,
executed in 1935
89 x 101cm (35 1/16 x 39 3/4in).

£15,000 - 20,000

€17,000 - 22,000

US\$20,000 - 26,000

Provenance

Property from a private collection,

Literature

Cairo, Al-Ahram Newspaper, *At the Occasion of Mansour Farag being Awarded the State Distinction Prize*, 1995

Bonhams have the rare privilege of presenting one of the most significant works ever to be created by Mansour Farag. Considered to be one of the most prominent Egyptian sculptors of his generation, Mansour Farag belonged to the second generation of modern Egyptian sculptors along with his counterpart Ahmed Osman, following Mahmoud Mokhtar and preceding Mahmoud Moussa.

In 1930, Farag graduated from the School of Arts & Crafts now known as the Faculty of Applied Arts in Cairo. He spent the following year in Aswan working as an art teacher before being granted a state scholarship to undertake a post-graduate degree in sculpture in

Europe. Between the years of 1931 and 1935, Farag spent the first two years in London, a year in the Beaux-Arts de Paris and his final year in Florence. After completing his studies, Farag returned to his beloved Egypt and became the head of the sculpture department until 1970.

1935 was a monumental year for Farag, the year he realized his iconic masterpiece the Sellers of Aswan Souk. That same year he was awarded the first prize in the Société des Amis des Arts, where he obtained the Gold Medal for The Sellers of Aswan Souk. This artwork was also exhibited at the fifteenth Venice Biennale in 1938. The work depicts the dynamic everyday market scene in the ancient city of Aswan in the 1930s where he draws heavy influences from pharaonic sculptures and African tribal art. The three Nubian women are presented standing tall and bare while they offer their products such as fish, dates and fruits for sale on the crowded streets of Aswan alongside their cows and donkeys.

In the 1940s, Farag realized numerous sculpture projects, mostly reliefs, in public spaces such as the Giza Zoo, Saraye El Qobba subway station and the Ministry of Defence. In 1947, he sculpted the bronze reliefs decorating the pedestal of the monument to commemorate Ibrahim Pacha statue on the Opera square in Cairo in collaboration with his colleague and sculptor Ahmed Osman. He was also commissioned to do numerous statues and portraits of the third President of Egypt Anwar Sadat's. Sadat's bust was known to be the most famous. In 1994, Mansour Farag was awarded the State Distinction Prize in honour of his artistic achievements.

HUSSEIN BICAR (EGYPT, 1913-2002)

The Rebab Player

oil on canvas, framed

signed lower right, executed circa 1991

88 x 54cm (34 5/8 x 21 1/4in).

£30,000 - 50,000

€34,000 - 56,000

US\$40,000 - 66,000

Provenance

Property from a private collection, California

Acquired directly from the above in Cairo, circa 1991

Note

Two other known versions of the present painting exist: one smaller version in a private Alexandrian collection and one unspecified work published on the artists site in black and white. For a Gouache on paper study of the present work see: Moustafa Hussein and Faqzia El-Ashaal, *Hussein Bikar*, Page 39.

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 poetry. His painting "The Eighth Wonder", depicting the transportation of the temple of Ramses II to Abu Simbel is widely regarded as a classic of modern Egyptian painting.

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

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

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



49 *

ISMAEL FATTAH (IRAQ, 1934-2004)

Untitled (The Green Heart)

acrylic on paper, framed

signed and dated "Ismael 88" in English and Arabic (mid right),

executed in 1988

95 x 65cm (37 3/8 x 25 9/16in).

£30,000 - 50,000

€34,000 - 56,000

US\$40,000 - 66,000

Provenance

Property from a private collection, Amman

The core of Ismael Fattah's practice was the human condition. A recurrent theme in Fattah's creative painting journey was his fascination with human faces or masks. Within his painting compositions, the abstract faces are often shown with minimal features, lacking either an eye or a mouth but always portrayed with a certain strength. In this present lot, the placement of the two dark monochromatic toned faces are each emphasized within a square space to which they are slotted. On the left-hand corner of the composition a black heart outlined in mint green is displayed in front of a red background. The use of blood red can be seen to indicate both bloodshed and heartache; this could be referring to the half a million casualties during the gruesome war.

The present work was executed the year the 1980-1988 Iran-Iraq war ended. Here the dejected facial expressions of the two characters show his own personal reflection of the period of unrest, hopelessness, grief and hardship that the Iraqi people had undergone during the war. The composition reflects the political, social and economic instability that devastated both countries. His main objective was to express Iraqi themes in a manner related to the present time. Fattah's works were heavily influenced by Assyrian, Sumerian and Mesopotamian iconography. Like many of his period, he worked on reconciling his country's traditions with modern techniques, thus creating his own original style. The use of the two-dimensionality of painting releases a spiritual tension that Fattah could not effectively portray his ideas through three-dimensional compositions. Full of passion and simultaneous melancholy, Faces is a captivating and powerful example of the artist's ability to transcend various notions of media to instill a sense of pride, sadness and hope within one composition.

Celebrated for his outstanding sculptures, Ismail Fattah is as proficient a painter as a sculptor. Fattah has long been regarded as one of the pioneers of Iraqi modernism. Fattah was born in Iraq in 1934. He studied at the Institute of Fine Arts in Baghdad under the mentorship of the renowned artist Jewad Selim and then went to Rome to pursue his studies in sculpture and ceramics at the Accademia di Belle Arti. Upon his return to Iraq in 1965, he became an active member within the art scene, becoming president of the Society of Iraqi Artists for Abstract Art as well as a founding member of the key group that instigated a new wave in modern Iraqi art; the Baghdad Modern Art Group. Fattah held a solo exhibition at Baghdad's National Museum of Modern Art of both sculptures and paintings that conveyed a concern for the experience of humankind in its wider global context and the relationship of the human body and the void, his new style contributed considerably in a new approach to art within the Baghdad scene. He later co-founded the New Vision Group alongside five other artists including Dia Al-Azzawi, uniting fellow artists ideologically and culturally as opposed to stylistically. Their focus was to create a new revolutionary and human-based art.



50 *

ALI TALIB (IRAQ, BORN 1944)

Untitled

mixed media on canvas, framed

signed "Ali Talib" and dated "2003" in Arabic (upper right),

executed in 2003

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

£18,000 - 25,000

€20,000 - 28,000

US\$24,000 - 33,000

Provenance

property from a private collection, Amman

acquired directly from the artist by the present owner

Ali Talib was born in Basra, Iraq in 1944. Talib studied painting at the Academy of Fine Arts in Baghdad, receiving his bachelor degree in Painting in 1966. After graduating, he joined the faculty of the Institute of Fine Arts where he worked as a lecturer throughout the 1970s. Talib was a founding member of the Innovationists and after moving to his birthplace, Basra, for a short time, he formed the Shadow Group; he was also a member of the New Vision Group. In 1980, Talib went on to obtain a Master's degree in graphic design at Helwan University, Cairo.

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

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

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

The time Talib lived in Egypt was significant for his artistic career in that he was enriched and gained new subjects, new additions, either in viewing the colours or in the way of dealing with the surface of the canvas of the artwork, or the relationships that compose the elements of the artworks. It is no secret that he was heavily influenced by Pharaonic art.

In Ali Talib's paintings there is a repeated attempt to say what is almost impossible to articulate. Right from the start, a basic conflict, which seems to derive from the depths of the unconscious, activates his work, creating a tension symptomatic of all significant works of art, capable of multiplicity of suggestions and interpretations. His particular interest was masking and disguising faces, concealing identities which were dramatically portrayed indicating some sort of secret dialogue.



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

- Jabra Ibrahim Jabra

51 *

FARAJ ABOU (IRAQ, BORN 1921)

Al Nouri Mosque, Mosul

oil on canvas, framed

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

80 x 55cm (31 1/2 x 21 5/8in).

£7,000 - 10,000

€7,800 - 11,000

US\$9,200 - 13,000

Provenance

Acquired directly from the artist's family.

The Great Mosque of al-Nuri a mosque in Mosul, Iraq. It was famous for its leaning minaret, which gave the city its nickname "the hunchback" (أبجدج al-Hadbā'). Tradition holds that the mosque was first built in the late 12th century, although it underwent many renovations over the years. Outlasting various hostile invading forces in its history of 850 years, the mosque was blown up as well as the cylindrical portion of the minaret, which collapsed on 21 June 2017, during the Battle of Mosul.

When the cylindrical minaret was built it stood 45 metres (148 ft) high, with seven bands of decorative brickwork in complex geometric patterns ascending in levels towards the top. By the time the traveler Ibn Battuta visited in the 14th century it was already listing and had acquired its nickname. The design of the minaret follows a form originally developed in neighboring Iran and Central Asia and shares similarities with other minarets in northern Iraq, such as those in Mardin, Sinjar and Arbil.[9] According to local tradition (which ignores chronology), the minaret gained its tilt after the Prophet Muhammad passed overhead while ascending to heaven. The minaret bowed itself in reverence but could only regain its balance after its top joint had been kinked in the opposite direction.

According to local Christian tradition, however, the mosque's tilt was due to its bowing towards the tomb of the Virgin Mary, reputedly located near Arbil.[t is also nicknamed by some as Iraq's 'Tower of Pisa', as the mosque's signature tilt was compared to that of the Torre di Pisa in Italy.

ISIS were named as responsible for the destruction of the Great Mosque in a move to destroy it rather than let it go from their hold. It had held symbolic importance to ISIS and its leader Abu Bakr al-Baghdadi, as it was used in 2014 by the militants to self-declare their "caliphate". ISIS's black flag had been flying on the 45-metre minaret since June 2014, after their militants surged across Iraq and Syria seizing territory.





"In the early morning, I climbed up to the roof of my house and was stunned to see the Hadba minaret had gone. "I broke into tears. I felt I had lost a son of mine."

- Resident of Mosul

52

OMAR EL-NAGDI (EGYPT, BORN 1931)

La Pietà (The Lamentation)

oil and gold leaf on canvas

signed "Omar.El.Nagdi" and dated "97" in English, inscribed "In the name of Allah, Most Gracious, Most Merciful. I testify and witness that there is no god worthy of being worshipped other than Allah and that Mohammad is His Messenger" in Arabic, further inscribed " Omar El Nagdi 97 Honfleur", executed in 1997

150 x 150cm (59 1/16 x 59 1/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Property from a private collection, Greece





53 *

SABHAN ADAM (SYRIAN, BORN 1972)

Untitled

mixed media on canvas

executed in 2007

313 x 143cm (123 1/4 x 56 5/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,600 - 4,000

NO RESERVE



54 *

LEILA NSEIR (SYRIA, BORN 1941)

Untitled (The Sunrise)

pastel on wood panel

signed "L.Nseir" in Arabic and English (lower left),

executed in 1994

56 x 37.5cm (22 1/16 x 14 3/4in).

£1,500 - 2,500

€1,700 - 2,800

US\$2,000 - 3,300

NO RESERVE

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

'I have a temper. It doesn't always show but in some situations my temper flares up. It was war and displacement that made me tough. I developed an aggressive and defensive force in me. The violence I have witnessed was translated into painting.'

– Ayman Baalbaki

55 *

AYMAN BAALBAKI (LEBANON, BORN 1975)

Rue "Abbas El Moussawi" imm. Yassine

acrylic on canvas, in two parts

executed in 2008

280 x 199cm (110 1/4 x 78 3/8in).each panel : 140 x 199 cm,

overall: 280 x 199 cm

£60,000 - 100,000

€67,000 - 110,000

US\$79,000 - 130,000

Ayman Baalbaki's inimitable depictions of war-torn Beirut are a visceral, aesthetically overpowering testament to the destructive power of conflict, a destruction whose genesis, whilst physical, infiltrates, scars and distorts the collective consciousness of its sufferers.

Intensely intimate and at the same time vast in scale, the present work stands out from other examples in the series through its deeply personal connection with the artist himself, as it depicts the building which was both his family home and studio, before being obliterated by an Israeli bomb during the 2006 war

Baalbaki's fixation with conflict is manifest throughout his life and work. Born in 1975, the year of the outbreak of the Lebanese Civil War, his family were forced to flee Rass-el Dikweneh when he was only a few months old. When it came to approaching his work as a painter Baalbaki naturally drew from the deep reservoir of memory formed by these disturbing experiences.

Concerned with the link between imagery and memory, Baalbaki uses his art as a haunting aide-memoire to the conflict that has plagued Beirut, reminding people that even in times of relative peace, they should not disregard the deep systemic divisions that gave rise to conflict in the first place. Baalbaki explains that this conceptual initiative is "based on what Nietzsche called the "imposition of memory. After the war, whoever had experienced it, tried to erase its effects and impact from his/her memory and surroundings, although the causes of war and its essence [were] still present in the city".

In light of this overarching agenda, Baalbaki's works accordingly focus on the aftermath of conflict, and the remnants of its destructive influence. The gap between the act of destruction and the time of depiction, which Baalbaki's works occupy, is part of a concerted effort to place a reflective emphasis on the theme of war; it is seldom in the eye of the storm where one can truly measure, discern and recognize the effects of destruction, it is only when the impact of war breaches the heat of the battle, permeating into the visual, emotional and psychological landscape that its true imprint becomes manifest.

The medium through which this imprint is made palpable by Baalbaki, is through the depiction of Beirut's war torn buildings; these buildings, like the individuals they contained, are perhaps some of the city's most important inhabitants, they are the edifices that signify identity, civilization, the existence of families and homes, they are the structures which give shelter, congregation, life, and industry to a population, they are the building blocks of the communities they house, and it is through their facades that the culture, history and collective narrative of their inhabitants are most immediately recognized.

It is these buildings which therefore wear most overtly the wounds of war, and whilst the human impact of conflict lives within the hearts of those who have survived it, and through the memories of those who have the fallen, the visual insignia of conflict is most tangible in the fragmentation of the civic space.

It is this fragmentation which Baalbaki seeks to document, reflect on, and ultimately immortalise in his canvases. Executed in a scale which captures both the architectural enormity of the buildings depicted, and the severity of the damage they have suffered, Baalbaki's paintings are striking vignettes of a city whose urban fabric has been punctured and mutilated.

Monumental yet deeply personal, vigorous yet unsettlingly brooding, Baalbaki's building is rendered with both a stark brutality and delicate pathos, harnessing both its nurturing and destructive qualities, pointing to its emotionally paradoxical role in Baalbaki's life; as both a place of upbringing and shelter, yet at the same time a scene of the artist's greatest personal tragedy. The tension between these two elements, rendered as it is in a towering diptych format, make this one of Baalbaki's most emotive and compelling artworks



56

MOHAMED MELEHI (MOROCCAN, BORN 1936)

Composition

oil on canvas

executed circa 1990s

120 x 110cm (47 1/4 x 43 5/16in).

£12,000 - 15,000

€13,000 - 17,000

US\$16,000 - 20,000

Bonhams is delighted to present this magnificent painting by the leading Moroccan modernist Mohammed Melehi. Melehi studied at the École des Beaux-Arts in Tetouan, Morocco before going to study abroad at the Ecole supérieure des Beaux-Arts Isabel de Hungria in Seville; the École supérieure des Beaux-Arts San Fernando in Madrid; the Académie des Beaux-Arts and the Istituto Statale d'Arte in Italy and the Ecole nationale des Beaux-Arts in Paris. In 1964, Melehi returned to Morocco and became a professor of painting, sculpture and photography at the Ecole des Beaux-Arts of Casablanca from 1964 up until 1969 which was directed by Farid Belkahia. Melehi, Belkahia and Chebaa formed the Casablanca group with an exhibition in Rabat in 1966. In addition to new modernist style in their personal work was also known for a pedagogy that focused on rooting modernism in local visual culture.

Since the 1960s his body of work has been based around the recurrent motif of waves; the canvases are consistently hard-edged and optic abstractions. His lines are clean, the colours are clearly delineated and the brushstrokes and movements of his paintbrush are not visible. The waves themselves are often reconfigured, turned vertically to become flames, or cutting across the canvas on angle. The waves in his oeuvre have been linked to the waves on the beaches of Melehi's hometown Asilah. He has stayed consistent but reconfiguring similar elements in his research into colour and form, while continually varying small details, orientation, and the colour combinations, as well as adding other abstract shapes or symbols. He has re-worked his waves in other mediums, such as a sculpture in Mexico in 1968 for the International Meeting of Sculptors, in posters and murals or integrated into architectural projects.





57

AYDIN AGHDASHLOO
(IRAN, BORN 1940)

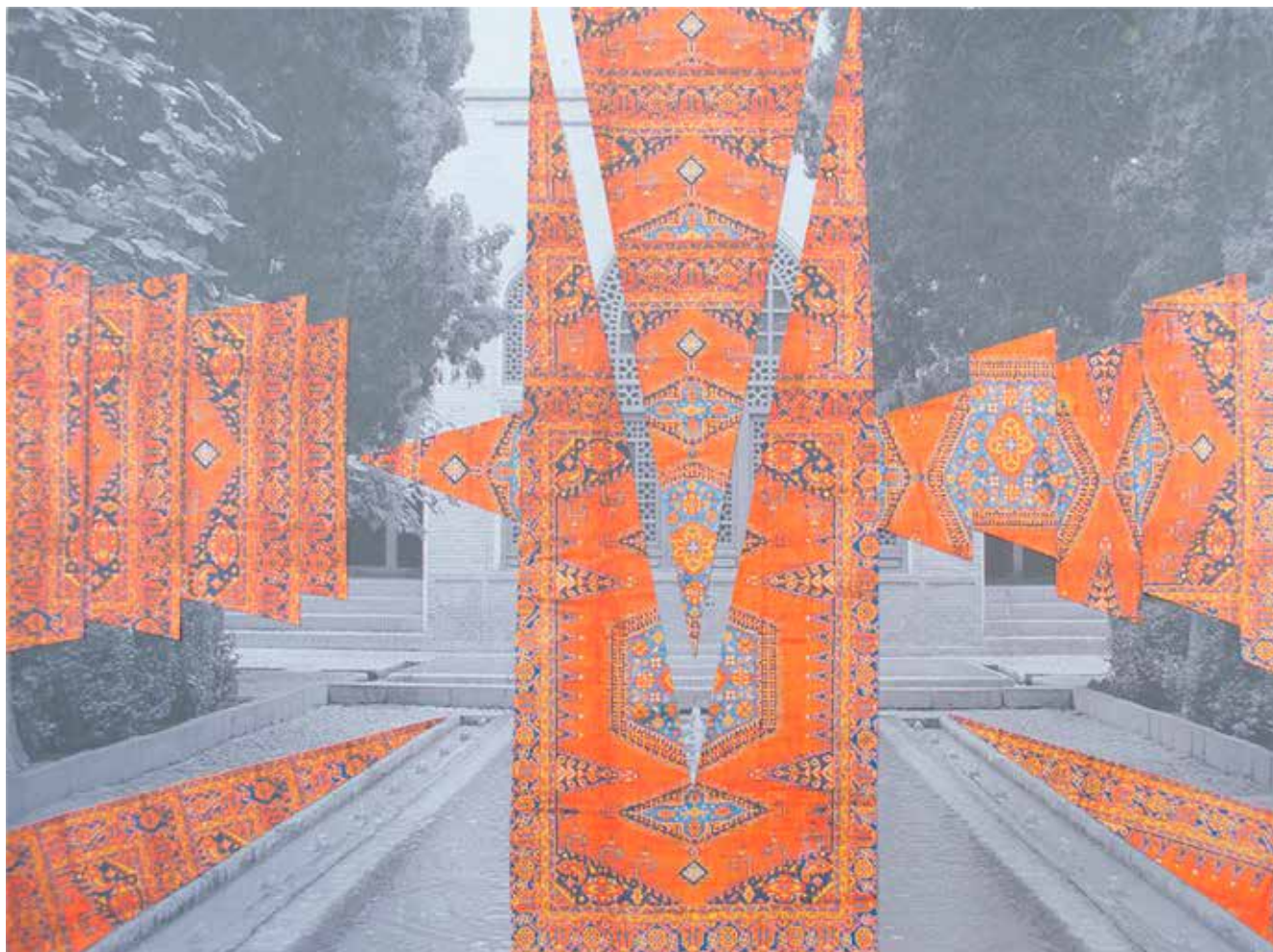
Falling Star
 gouache on paper, framed
 signed "Aydin" and dated "2003"
 in English (lower left),
 executed in 2003
 76 x 56cm (29 15/16 x 22 1/16in).

£6,000 - 10,000
 €6,700 - 11,000
 US\$7,900 - 13,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

"It has been too long that the majority of international media outlets have portrayed my fellow nationals, country, and heritage as something that is clearly false, and I think it is long overdue to start showing the truth and realities of Iran instead of all this negative propaganda circulating everywhere."

– Sassan Behnam-Bakhtiar



58

**SASSAN BEHNAME-BAKHTIAR
(IRAN, BORN 1984)**

Kashan II (from the Real Me series)
chromogenic print on luster photo paper
number 4 of an edition of 4, executed in 2016
97 x 129cm (38 3/16 x 50 13/16in).

£7,000 - 10,000
€7,800 - 11,000
US\$9,200 - 13,000

Bonhams is delighted to present to you this exquisite piece from Sassan Behnam-Bakhtiar's The Real Me Series. Sassan Behnam-Bakhtiar was born in 1984 in Neuilly-sur-Seine. In the early 1990s, Behnam-Bakhtiar and his family moved to their native country Iran where he spent the following 10 years of his adolescence. During this time in Iran he became fascinated by the country's landscape and architecture and fully immersed himself within its rich

culture. He traveled around the country absorbing and documenting as much of his surroundings as possible before moving to Europe to commence a degree in London. In 2011, Behnam-Bakhtiar left London and settled in Saint-Jean-Cap-Ferrat where he was able to foster his creativity and develop his artistic career further. His works have been showcased in exhibitions worldwide and he has received international acclaim for the series 'The Real Me' and 'Invincible'

This highly emotive and striking body of work shines a contemporary light on the historical and cultural heritage of his beloved motherland, Iran. These works are a contrasting geometrical collage of traditional tapestry set against the magnificent backdrop of the historical Persian architecture. His carefully crafted compositions seek to strike a balance between the rich art historical legacy

of Persia and the political context that colours the region today. In Kashan II, the magnificent backdrop of Iran's oldest extant garden which was completed in 1590, the Kashan Fin Gardens unveils the modernity and relevance of Iran's history in the modern world today. The magnificent garden covers 2.3 hectares with a main yard surrounded by ramparts with four circular towers. In keeping with many of the Persian gardens of this era, the Fin Garden employs a great many water features. The warm oriental tones against the black and white backdrop infuses a sense of nostalgia and a mystical quality to the work. Sassan's oeuvre focuses on what it means to be Iranian in today's society, from both a regional and international perspective; how heritage informs the present and the continuing role which nostalgia plays in building the country's future.



59

SHIRIN NESHAT (IRAN, BORN 1957)

I Am Its Secret

fujicolour crystal archive print

signed "Shirin Neshat", titled "I Am Its Secret" and dated "1993" on the verso, edition of 250, executed in 1993

49.5 x 33cm (19 1/2 x 13in).

£4,000 - 5,000

€4,500 - 5,600

US\$5,300 - 6,600



60

SHIRIN NESHAT (IRAN, BORN 1957)

Untitled (*Hands*)

digital inkjet print on wove paper, framed

signed by Shirin Neshat, Izhar Patkin and Rafael Fuchs and numbered

34/100

£2,500 - 3,500

€2,800 - 3,900

US\$3,300 - 4,600

61 *

Y.Z. KAMI (IRAN, BORN 1962)

Voyage en provence

ink on paper in eight parts, framed

titled "Voyage en Provence", signed "Kami", dated "82" (lower left),
executed in 1982

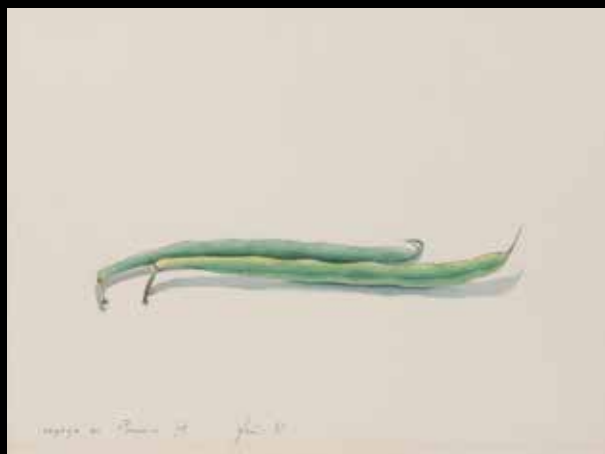
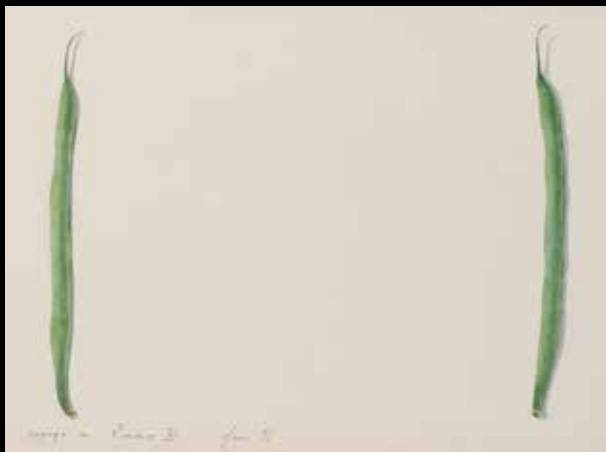
£4,000 - 6,000

€4,500 - 6,700

US\$5,300 - 7,900

Provenance

Property from a private collection, California



61A ^{AR}

ABOLGHASSEM SAIDI (IRANIAN, BORN 1926)

Village scene

oil on canvas, framed

signed "Saidi" in English (lower left), inscribed "Saidi" on the verso,
executed 1950-1955

60.5 x 81cm (23 13/16 x 31 7/8in).

£12,000 - 15,000

€13,000 - 17,000

US\$16,000 - 20,000





62

MOHAMMAD MOHREDDIN (IRAQ, BORN 1938)

Abstract forms
mixed media on paper
signed and dated "M. Muhraddin 91" in English and Arabic (mid right),
executed in 1991
50 x 62cm (19 11/16 x 24 7/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,000 - 6,600



63

LISA FATTAH (GERMANY, 1941-1992)

Abstract Figure

mixed media on paper

signed, dated "1988" and inscribed "Baghdad" (lower right), executed in 1988

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

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,600

64 *

MAHMOUD SAID (EGYPT, 1897-1964)

Femme nue assise sur le lit
oil on board, framed
executed circa 1915-20
35 x 25cm (13 3/4 x 9 13/16in).

£20,000 - 30,000

€22,000 - 34,000

US\$26,000 - 40,000

Provenance

Ahmed Pasha Mazloun, Alexandria, until 26 September 1980
(a gift from the artist); Hedayat Hanem Riad, Alexandria,;
Ahmed Gueneid, Alexandria

Literature

Valerie Didier Hess and Hussam Rashwan, Mahmoud Said:
Catalogue raisonne Volume 1, Paintings, Skira Editore, 2016

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

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

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

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





65 *

TAHIA HALIM (EGYPT, 1919-2003)

The Nubian Wedding

oil on canvas, framed

signed "T. Halim" (lower right), executed circa 1964

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

£12,000 - 15,000

€13,000 - 17,000

US\$16,000 - 20,000



66 *

MAHMOUD MOUSSA (EGYPT, 1913-2003)

Nude Figure

guava wood

executed in 1978

58 x 10cm (22 13/16 x 3 15/16in).

£5,000 - 7,000

€5,600 - 7,800

US\$6,600 - 9,200



67 *

SAAD SHAKIR (IRAQ, 1935-2005)

Ceramic Composition

ceramic sculpture

stamped lower right (2001 Saad Shakir) in Arabic, executed in 2001

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

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

Property from a private collection, Amman



68

68 *

SALAH TAHER (EGYPT, 1911-2007)

Abstract Composition

oil on board, framed

signed "Saleh Taher" and dated "1965" in Arabic, executed in 1965
46 x 66cm (18 1/8 x 26in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,600

69

SALAH TAHER (EGYPT, 1911-2007)

Three Figures

oil on board

signed "S. Taher" in Arabic and English (lower right)
49 x 34.5cm (19 5/16 x 13 9/16in).

£1,500 - 2,500

€1,700 - 2,800

US\$2,000 - 3,300



69

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1)



2)



3)



4)

70
SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)
 Four Drawings (From the Baghdadiyat Period)
 pencil and ink on paper in four parts, framed
 executed circa 1950's

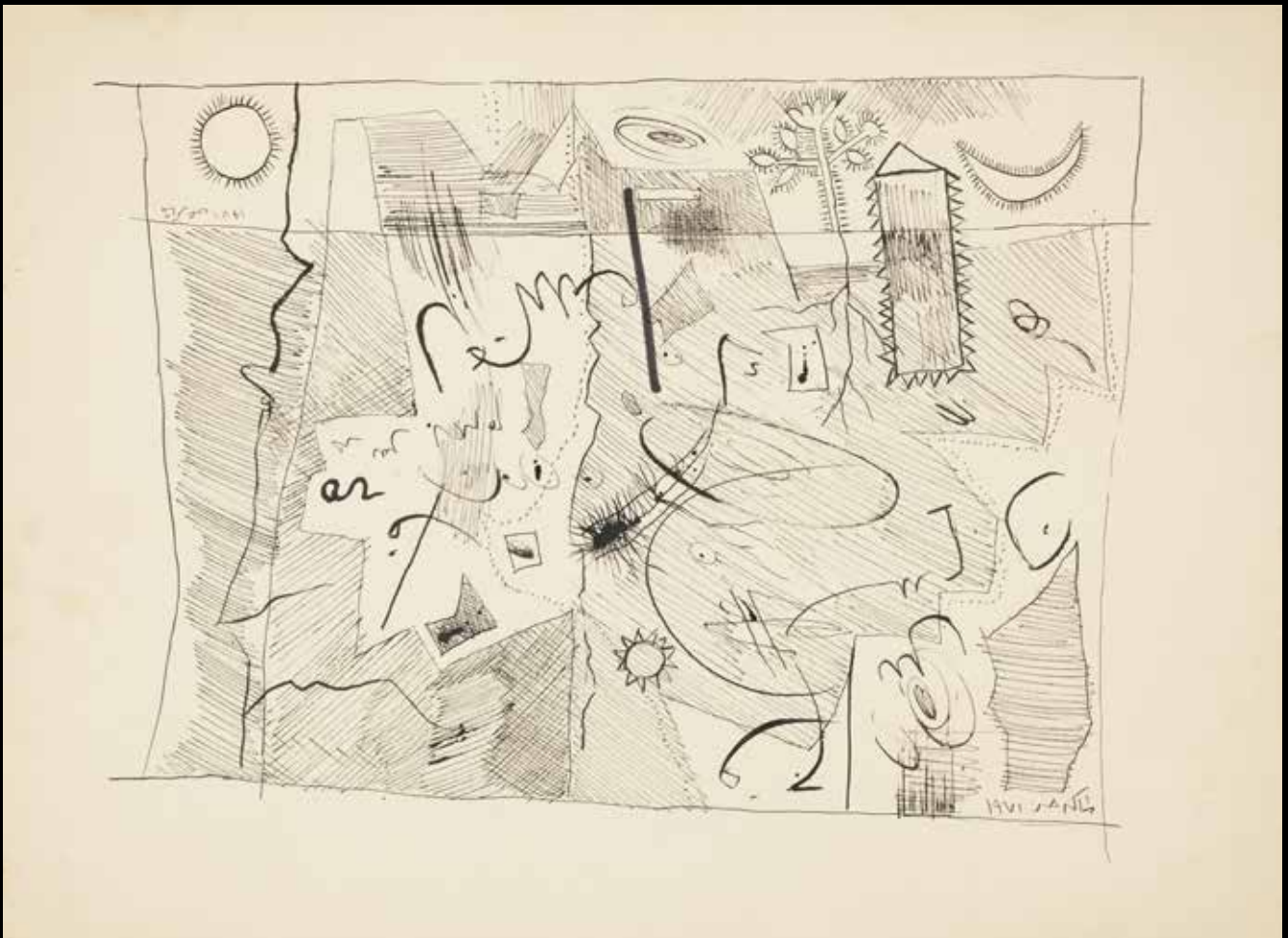
£6,000 - 8,000
 €6,700 - 9,000
 US\$7,900 - 11,000

1) signed "Shakir Hassan Al Said" in Arabic (lower left)
 pencil on paper, framed
 work on the verso
 lino print, numbered "7997/1"
 23 x 30 cm

2) titled "Veiled and Unveiled" and dated "1954" in Arabic (lower left)
 pencil on paper, framed
 23 x 29.5 cm

3) titled "A Seller & Beggar" and dated "1952" in Arabic (lower right)
 ink on paper, framed
 work on the verso
 19.5 x 34 cm

4) signed "Shakir Hassan Al Said" in Arabic (lower left)
 ink on paper, framed
 work on verso
 lino print, numbered "25" and "7988/7"
 21.5 x 27 cm



71

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

Study of The One Dimension

ink on paper

signed "Shakir Hassan" and dated "1971" in Arabic, executed in 1971

28 x 38cm (11 x 14 15/16in).

£1,500 - 2,500

€1,700 - 2,800

US\$2,000 - 3,300



72

LORNA SELIM (IRAQ, BORN 1928)

The Beggar

oil on canvas, framed

incorrectly attributed to Jewad Selim on the verso in an inscription by

Neziha Selim, executed circa 1952

40.5 x 50.5cm (15 15/16 x 19 7/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,600



73

LOUAI KAYALI (SYRIAN, 1934-1978)

Still Life

oil on panel

signed "Kayali" and dated "'60" in English (lower right), inscribed "Kayali Louay, Natura Morta, 1960" on the verso, executed in 1960
46 x 46cm (18 1/8 x 18 1/8in).

£5,000 - 7,000

€5,600 - 7,800

US\$6,600 - 9,200

Provenance

Property from a private collection, Rome

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

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

From 1960 on, Parviz Tanavoli became a pioneering figure in contemporary Iranian art, revisiting Persian traditions and modern sculpture. While he was

studying art in Tehran in the mid-1950s, the Iranian government's cultural policy was opening to Western practices, at the same time as encouraging the development of national and traditional arts.

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

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

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

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



74

74 *

SHAABAN ZAKI (EGYPT, 1899-1968)

Still Life with Vase

oil on canvas, framed

signed "Shaaban Zaki" and dated "1927" in Arabic (lower left),
executed in 1927

60 x 45cm (23 5/8 x 17 11/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,600

Provenance

Property from a private collection, Cairo

75 *

SHAABAN ZAKI (EGYPT, 1899-1968)

Still Life with Books

oil on canvas, framed

signed "Shaaban Zaki" and dated "1935" in Arabic, executed in 1935
39 x 58cm (15 3/8 x 22 13/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,000 - 6,600



75

Bonhams is delighted to present to the market for the very first time Shaaban Zaki; one of Egypt's forgotten artistic pioneers of the 20th century. The self-taught artist Shaaban Zaki was born in Mansoura in 1899 and passed away in Cairo in 1962. Zaki came from a lower middle-class family who were mostly government employees. Zaki began his career as a railway station employee. Despite having no formal academic education, Farag did however take a fine art course in correspondence with the Art Institute of Chicago and from then onwards he fully immersed himself in the emerging art and culture scene in Egypt.

Zaki joined the first generation's art revival movement of the 1920's. He had his first major show at le Salon du Caire where he was able to display his artistic talents and continued exhibiting there all the way until 1958. He also showcased his artworks at the Hedayat Exhibition of 1926 and went on to exhibiting his works in the Museum of Modern Art, in Cairo whilst Ragheb Ayad was the director.

He was a close friend to the elites of his time like Saad El Khadem, the poet Hafez Ibrahim and Abbas El Ahmad. He wrote articles on visual arts, the new generation of artists and the thriving Egyptian art scene in the very influential journal Apollo, the journal was also unique in that it reached out to writers beyond Egypt's borders and was devoted to the Arab world. Zaki also began publishing articles in Al-Hilal magazine, one of the oldest and most prestigious Arab magazine dealing with the arts & literature.

Zaki travelled with his easel and brushes, documenting his travels all around Egypt from El Arish to Fayoum, from Cairo to Luxor and Aswan. He spent the span of his artistic career depicting the landscapes of both urban and rural Egypt. Zaki gracefully captured scenes of everyday life in Egypt; the El Seleen well, the Attaka mountains, the ferryboats docked on the Nile and the young shepherds alongside their goats on a farm. Unlike Zaki's other body of work in these two paintings he is seen capturing the very intimate and private setting of someone's home. The warm and earthy colour palette infuses a sense of nostalgia and the shadows seen in the paintings project this almost dreamlike and mystical quality.



76

MOHAMMED GHANI HIKMAT (IRAQ, 1929-2011)

Al-Batran

wooden sculpture

executed in 1962

height: 64cm

£4,000 - 6,000

€4,500 - 6,700

US\$5,300 - 7,900

Provenance

Property from a private collection, Germany

Literature

Baghdad, Al-Adib, *Mohammed Ghani*, 1994



77

KHALED AL-RAHHAL (IRAQ, 1926-1987)

The Horsekeeper

oil on board

signed "Khalid Al Rahal" Arabic and English and dated "1961"

(lower left), executed in 1961

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

£4,000 - 6,000

€4,500 - 6,700

US\$5,300 - 7,900



78 * TP

ALI SHIRAZI (IRAN, BORN 1959)

Untitled (Calligraphic Forms)

acrylic on canvas

executed in 2012

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

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 16,000

Provenance

Property from private collection, London



79 *

FARZAD KOHAN (IRAN, BORN 1967)

Sky of Memories

mixed media on wood panel

executed in 2012

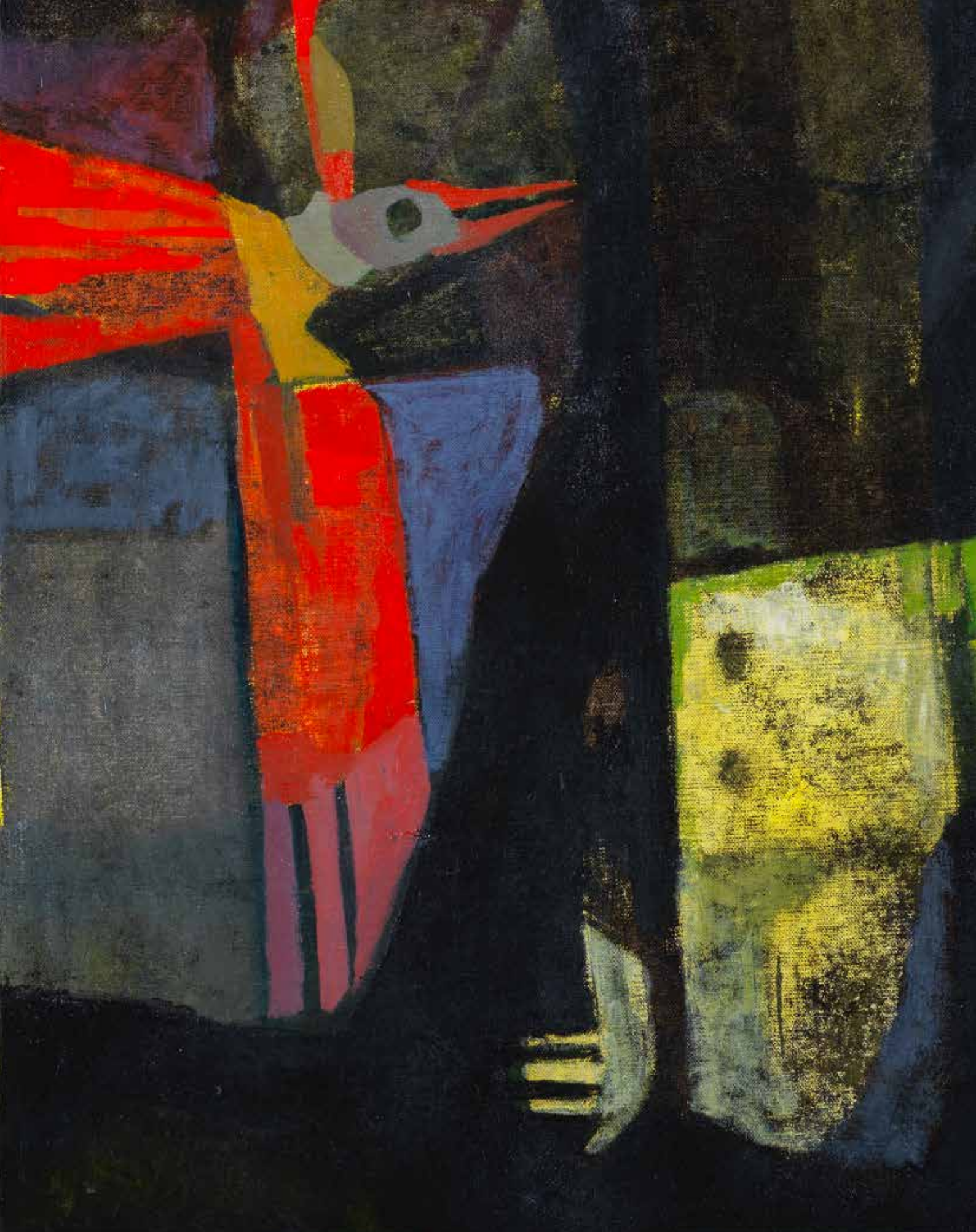
122 x 122cm (48 1/16 x 48 1/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,600 - 4,000

NO RESERVE





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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.

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

to any person even if that person has completed a *Bidding Form*.

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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

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

8. VAT

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

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

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. 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

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Neither set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to

exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
		9	FORGERIES
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		10.2.2	changes in atmospheric pressure; nor will we be liable for:
		10.2.3	damage to tension stringed musical instruments; or
		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective 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.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
12	MISCELLANEOUS		12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
12.1	You may not assign either the benefit or burden of this agreement.		13	GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
12.2	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.			DATA PROTECTION – USE OF YOUR INFORMATION Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our <i>Website</i> www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.
12.3	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.			APPENDIX 3 DEFINITIONS AND GLOSSARY Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
12.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.			LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
12.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.			
12.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.			

“**Bidder**” a person who has completed a *Bidding Form*.

“**Bidding Form**” our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

“**Book**” a printed *Book* offered for *Sale* at a specialist *Book Sale*.

“**Business**” includes any trade, *Business* and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Loss and Damage Warranty**” means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Stamp**” means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

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

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

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

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

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

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

“**Website**” *Bonhams Website* at www.bonhams.com

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

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

GLOSSARY

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

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

“**bailee**”: a person to whom goods are entrusted.

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

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

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To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

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