

# EGYPT'S AWAKENING AND MODERN & CONTEMPORARY MIDDLE EASTERN ART

Wednesday 18 April 2018 at 3pm 101 New Bond Street, London

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Front cover: Lot 8
Back cover: Lot 21
Inside front cover: Lot 22
Inside back cover: Lot 10

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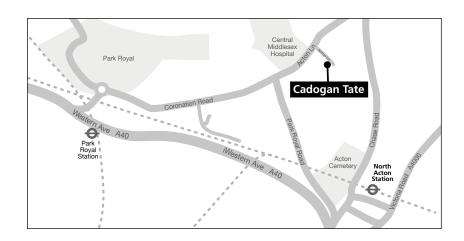
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## EGYPT'S AWAKENING

1908 - 2018

" From the heights of these pyramids, forty centuries look down on us."

- Napoloen Bonaparte



Egypt's Awakening, Mahmoud Mokhtar, 1919

In 1401 BC the 18th Dynasty Pharaoh Thutmosis IV wandered upon a monumental sculpture of a human head buried up to its nose in the desert; it is said that the statue spoke out to Thutmosis, begging the Pharaoh to dig away the desert sands and free him, the young Pharaoh duly obeyed what he saw as a divine call and when the excavation was complete, he had revealed none other than the Great Sphinx of Giza, the oldest and largest monumental sculpture in the ancient world.

More than three thousand years separate the era of Thutmosis with the modern day; but in the vein of their forebears, Egyptians continue to draw on the legacy of their glorious ancient past. In 1908, after centuries of artistic torpor endured during Ottoman rule, Egyptian artists and thinkers once again dug away the desert sands in the quest to forge a new artistic identity. That year, Prince Youssef Kamal's inauguration of Egypt's first School of Fine Arts, would herald a new century of cultural innovation that would witness Egyptian art and history expressed through the medium of a European artistic vocabulary.

What resulted was an art movement that was informed both by the deep cultural reservoir of the Ancient Egyptian period, as well as the Mediterranean influence that had shaped the dynamic cosmopolitan cities of Cairo and Alexandria. Perhaps one of the most interesting aspects of this century of artistic production was the central role of womanhood in Egyptian modernism; the dignified "fellaha" or peasant laborer was the national heroine of Egyptian art, and artists throughout sought to pay tribute to her noble suffering, none better than Mahmoud Said' whose enigmatic "Fille à l'imprimé" (Girl in a Floral Robe) leads the present sale

It is in recognition of this illustrious century of artistic production that Bonhams have decided to stage a sale which is the first of its kind, and includes some of the most rare, important and distinguished examples of Egyptian modernism to come to market. Alumni from Prince Kamal's eminent institution take center stage in the present auction, which is led by seminal works from Mahmoud Said, Seif Wanly, Hussein Fawzi, and Adam Henein.

Bonhams would like to thank several parties: Nadine Ghaffar and the team at Art D'Egypte for their valuable contribution to the sale and for partnering with Bonhams to promote Egyptian art in the United Kingdom, the esteemed Dr Youssef Kamel whose idea sparked this entire project, and whose tireless dedication has helped it come to together, and all the consignors and consultants who made this sale possible.

It is hoped that the present sale will bring Egyptian art to light within a new international arena, and will faithfully reflect the great sense of pride amongst Egyptians in their culture, be it the grand visual legacy of their Pharaonic past or the innovative and original output of their Modern masters.

Nima Sagharchi

## **MODERN EGYPTIAN ART AWAKENING & DEVELOPMENT**

#### DR YOUSSEE KAMEL



Prince Youssef Kamal

Bonhams are pleased to commemorate the 110th anniversary of the foundation of the Cairo Faculty of Fine Arts, widely considered the "point of awakening" in Egyptian art, by auctioning a remarkable collection of works by Egyptian modernists.

After the vacation of the French Army from Egypt in 1801, a sociopolitical movement which had benefited from the modern reforms of the French campaign brought Mohamed Ali Pacha to power as ruler of Egypt in 1805. It was a century later, in 1908, that one of the Pacha's grandsons, namely Prince Youssef Kamal (1882-1969) took the initiative to found the Cairo School of Fine Arts. The School, headed by the French sculptor Guillaum Laplagne comprised three departments: Sculpture, Painting and Architecture.

Teachers of painting were the Italian Paolo Forcella, Camillio Innocenti and the French Gabriel Biessy. Teaching was based on European methods where students were requested to draw nude models, landscapes and still life by using oil, pastel and water colours in the painting department, and clay in the sculpture department. The School opened its doors for the first time on 12th May 1908. Some 170 students were admitted. Among the outstanding students of the first graduation year of 1911 were Mahmoud Mokhtar in sculpture, and Youssef Kamel, Ragheb Ayad and Mohamed Hassan in painting.

#### First Generation

Mahmoud Mokhtar (1891-1934) was the first Egyptian sculptor to emerge after long dark centuries of dormancy in art production. Mokhtar was interested in Ancient Egyptian art and studied European Art in Paris (1911-1914). After his postgraduate studies in Paris he created a blend of modern Ancient Egyptian and European styles, which found its expression in subject matters rooted in local Egyptian reality. The fellaha (Egyptian peasant girl or woman) occupied a pivotal place in Mokhtar's sculptures. She embodied the National Awakening as depicted in the monumental statue Nahdet Misr. Youssef Kamel (1891-1971) adopted an impressionist style that he Egyptianized. At a later stage of his career, his impressionism was free of details and became closer to expressionism.

Kamel's Paintings were characterized by stunning illumination of countryside landscapes and compositions [lot 1] . Ragheb Ayad (1892-1982) paintings were inspired by aspects of ancient Egyptian and maybe also Coptic art. He depicted folkloric subject matters of everyday life in expressionist style. Mohamed Hassan (1892-1961) was a classical painter with a strong inclination towards portraiture. Ahmed Sabry (1889-1955) graduated in 1916 and was widely reputed as a clever classical Portraitist. From outside the Academic stream came another three artists:





Mahmoud Said, lot 8

Seif Wanly, lot 21

Georges Sabbagh (1887-1951) graduated from L'Académie Ranson, Paris, in 1910. Sabbagh began as an impressionist painter and later turned to cubism, and then later on to a style closer to the Nabis. He depicted seascapes extensively (mainly in Bretagne, France, where he lived for a while) and Nile scenes in Cairo and Aswan, landscapes in France, Switzerland and Lebanon, as well as compositions and

Mohamed Naghi (1888-1956) was originally a diplomat who was trained in Florence for four years until 1914 and later on in France in proximity to Claude Monet in Giverny. He was influenced by Ancient Egyptian Art and his compositions were well-built and balanced, mainly treated in Impressionist style

Mahmoud Said (1897 – 1964) came from an aristocratic family and was the son of Mohamed Said Pacha Prime Minister of Egypt. He graduated from Cairo High School of Law in 1919 and followed a career as judge until 1947. He received his first painting lessons from Amelia Daforno Casonato (1887-1969) between 1914 and 1916 [lot 6] and then continued his training under Arturo Zanieri (1870-1955) in Alexandria [lot 7]. Between 1919 and 1921 he was enrolled at La Grande Chaumière and trained at L'Académie Julien in Paris. The paintings of Mahmoud Said, a true ICON par excellence of Egyptian Modern Art, were characterized by a style which he created on his own, a unique artistic identity which is deeply rooted in both Ancient Egyptian Art and local Egyptian traditions (socio-cultural heritage).

He has a distinctive oil painting technique, and the subject matters of his paintings appear illuminated from within. This is Said's own chiaroscuro. Said was known for his well thought-out compositions (City and Chadoufs) and his landscapes (Alexandria, Marsa Matrouh, and Aswan in Egypt, Lebanon, Cyprus and Greece), however he excelled in portraying his popular female models (Fellahas) in a portrait-like composition as he filled his backgrounds with abundant detail.

Bonhams have the honour to auction three important works of Mahmoud Said: Le canal de Mahmoudieh, a landscape executed in 1922. (lot 24) La famille a preparatory work executed in 1935 – 36 [lot 9] and Fille à l'imprimé, a portrait of a Nubian model executed in 1938. [lot 8]

Fille à l'imprimé is truly one of Said's masterpieces and represents the peak of his artistic maturity. One feels as if a luminosity glows from inside the fellaha's floral dress and then spreads out to the whole painting. At the bottom left in the background there is another fellaha looking across at the other bank of the Nile. It is not simply a portrait, it is a composition. A mysterious expression is seen on the face of Fille a à l'imprimé, as if she is in deep thought, or in a sad mood, or perhaps she is smiling timidly ... so enigmatic. It may be argued that she is as enigmatic as Da Vinci's Mona Lisa. Perhaps the model is expressing that famous Oriental Mystery in contradiction of the occidental mystery of Da Vinci's work [lot 8].

#### Second Generation

From the 1940's onwards, a new wave of Egyptian artists started to rise to prominence, most of them were either mentored by the first generation or were exposed to Western art during a short or long term training in Europe. The following examples are the avantgarde of this rich generation. Al-Hussein Fawzi (1905 - 1999) was a professor of Graphics in the Cairo Faculty of Fine Arts and was known for his quasi-surrealist style in painting. Lot 22 of the current sale not only represents his artistic world and style and is in fact one of his masterpieces.

Ahmed Osman (1907 – 1970) was inspired by Ancient Egyptian art and he often sculpted the Bent El-Balad, the women of popular districts in Cairo and Alexandria. Osman also excelled in charcoal drawings on paper which may remind us of Degas or Matisse. [lot 3 & 4]

Salah Taher (1911 – 2007) began as a remarkably talented classical painter until the late 1950's. He then he embarked into an avant-garde modern world of which he became an icon. Lot 5 is a masterpiece of his early classical nudes. Hussein Bicar (1913 - 2002) followed in his early career the classical line of his mentor Ahmed Sabry especially in portraiture until the late 1950's [lot 12]. Since the 1960's when he joined Akhbar Alyoum newspaper as an illustrator he pursued the path



Mahmoud Said, lot 24

of stylized fantasy painting, a world full of graceful fellahas of the Nile Delta or Nubia dancing, playing and working. Lot 11 depicts a Nubian man in this fantasy world and lot 10 depicts a bouzoukia player in his stylized Romantic, dreamy temperament.

Seif Wanly (1906-1979) came from outside the academic stream. He considered himself very much a Mediterranean painter. Seif was trained by Ottorino Bicchi (1878 - 1949) in Alexandria between 1925 and 1929. He depicted scenes of ballet troops and circuses on their visits to Alexandria. He painted magnificent scenes of Nubia and landscapes in Italy, France, Spain, Syria and Lebanon. Seif began his career as an impressionist painter then he built up his reputation on a fascinating and unique style based on simplification of forms and the use of sharp lines and colours over large areas of his canvas.

Seif could be classified as a fauvist or cubist painter but in actual fact he invented his own style which could perhaps be termed as "Wanlyist ". The self-portrait in this auction [lot 21] is a marvelous masterpiece and perfectly embodies his style. Seif and his younger brother Adham Wanly (b. 1908) were very close in their life and work until Adham passed away in 1959.

Gamal El Seguini (1917-1977) presented in his sculptures his own conception of the National Identity and local everyday themes (socio-cultural traditions). His art was full of socio-political symbols. He is considered one of the great modern sculptors of Egypt's twentieth century.

Mahmoud Moussa (1913-2003) was truly the artistic successor to of Mokhtar's Neo - Pharaonism which he mixed so powerfully and impressively with a certain dose of Art Deco for subject matters related to National revival [lot 2]

#### **Pioneering Women**

The second half of twentieth century witnessed the emergence of truly pioneering female artists in Egypt. Among the most important female artists: Tahia Halim (1919-2003) painted Nubian scenes so expressively in vivid colours and with distinct textures [lot 23]. Inji Efflatoun (1924-1989) was a member of the surrealist Art & Liberté in the 1940's and was mentored by Kamel El Telmisany [lot 26]. Later on she moved to painting countryside scenes in a lovely pointillist style which characterized her art. Effat Naghi (1905-1994) was fascinated by oriental and African mythology and witchcraft. Her paintings, collage and multi- media work particularly expressed that passion in a rather folkloric style [lot 16].

#### The Surrealists

The 1940's also gave birth to several art groups, the most important groups was, Art & Liberté (Art & Freedom) this was a very active as a surrealist movement between 1938 and 1948. The group was heavily influenced by Andre Breton's doctrine and mentored by left wing francophone Georges Henein (1914 – 1973). Members of the group included Fouad Kamel (1919-1973) [lot 15]. Ramses Younan (1913-1966), Kamel El Telmisany (1915-1972), Saad El Khadem (1913-1987) [lot 17] and Mayo (1905 - 1990) [lot 19]

The Contemporary Art Group was founded and mentored by Hussein Youssef Amin (1904 - 1984) and appeared in 1946. It was also a surrealist leaning group with a special Egyptian flavour and a special emphasis on mythology, popular tales, rituals and superstitions in Egyptian working class life. The group's main representatives were Samir Rafi (1926 - 2004) [lot 18], Abdel Hadi El Gazzar (1925 - 1966) Hamed Nada (1924 - 1990) [lot 20] and Maher Rayef (1926 - 1999) who is represented in the auction by eight small important works [lot 13 & 14].

#### **Contemporary Artists**

The present auction also includes works by three important contemporary artists: Adam Henein (b. 1929) who became the icon of modern and contemporary Egyptian sculpture. He so cleverly moved from light neo-classicism/romanticism in his early works in the 1950's to what could be termed figurative abstraction. [lot 27 & 33] Omar El Nagdi (b. 1931) is an expressionist painter with a certain inclination to cubism. He depicts scenes from everyday life using a rich palette (golden and blueish colours are often used). He is also a heroufi (calligraphic) painter, and his important 1960's composition Alif is included in the present sale [lot 31 & 32]



## YOUSSEF KAMEL (EGYPT, 1891-1971)

Roosters and Hens oil on board, framed signed "Youssef Kamel" in Arabic and English (lower right) 56 x 74cm (22 1/16 x 29 1/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,200 - 7,000

#### NO RESERVE

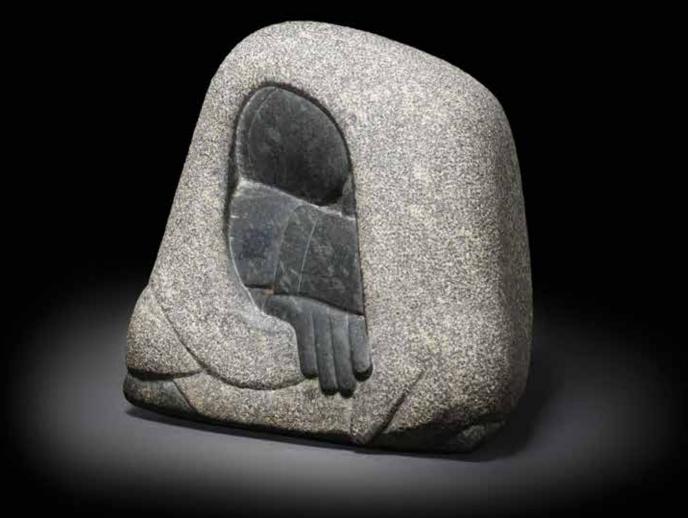
#### Provenance:

Property from the distinguished collection of Dr Mohammad Said Farsi

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.



MAHMOUD MOUSSA (EGYPT, 1913-2003)

Kneeling Fellaha grey granite executed circa 1940s 30 x 28 x 21cm (11 13/16 x 11 x 8 1/4in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,600 - 8,400

#### NO RESERVE

#### Provenance:

Property from the distinguished collection of Dr Mohammad Said Farsi

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

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

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





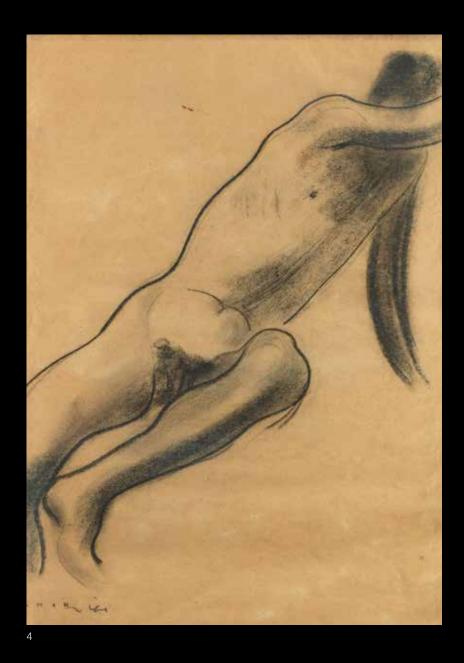
Ahmad Osman was one of the most prominent Egyptian sculptors of his generation. Osman was born in 1907 in the small Nubian village of Eneiba near Aswan. He studied at the School of Decorative Arts in Cairo under the English painter William Arnold Stewart. In 1928, he received a scholarship to study in Rome, where he took classes at the Scuola Libera del Disegno del Nudo before entering the sculpture department of the Royal Academy of Fine Arts. After receiving his diploma in 1932, he traveled to Florence to specialize in decorative sculpture at the Regio Instituto d'Arte.

In 1933, Osman returned to Egypt where he was appointed professor of sculpture at the School of Applied Arts in Giza. Osman was named director of the sculpture section of the School of Fine Arts in Cairo in 1937. That same year he participated in the decoration of the Egyptian Pavilion at the Exposition Internationale des Arts et Techniques appliqués à la Vie modern in Paris, headed by the Egyptian politician and collector Mohammed Mahmoud Khalil. In 1938, he exhibited at the 15th Venice Biennale together with artists Mohammed Naghi, where Egypt was represented for the first time. In 1957 Osman established the Faculty of Fine Arts in Alexandria.

Osman was heavily involved in the safeguarding of Egyptian cultural heritage. In 1954, he participated in the relocation of the colossal statue of Ramses II from Mit Rahina (Memphis) to Bab al-Hadid square in front of Cairo railway station. He also participated in UNESCO's Nubian campaign from 1959, by developing techniques for cutting and reassembling the stone blocks of the Temple of Abu Simbel.

While his early works employ characteristics of Italian Classicism, towards the end of the 1930's he started sculpting a series of bronzes representing busts of Egyptian peasant women. These sculptures are characterized by their realism in depicting the features of the peasants and daily rural activities. They embody the simplicity and joyfulness of rural life, which he often expressed through a smiling Egyptian peasant.

Osman was also a talented painter and produced a series of feminine and masculine nudes in charcoal, as well as several portraits, genres he developed while studying at the Scuola Libera del Disegno del Nudo. In these charcoal drawings, Osman reflects his background as a sculptor, by applying clear lines and shades on sculptural volumes.



## 3 \* **AHMED OSMAN (EGYPT, 1907-1970)**

Standing Figure charcoal on paper, framed signed "Osman" in Arabic and English (lower left) 47 x 32cm (18 1/2 x 12 5/8in).

£5,000 - 7,000 €5,600 - 7,900 US\$7,000 - 9,800

#### Provenance:

Property from a private collection, Alexandria

## **AHMED OSMAN (EGYPT, 1907-1970)**

Reclining Figure charcoal on paper, framed signed in Arabic and English (lower left) 45.5 x 31cm (17 15/16 x 12 3/16in).

£5,000 - 7,000 €5,600 - 7,900 US\$7,000 - 9,800

#### Provenance:

Property from the distinguished collection of Dr Hussein El Shaboury, Alexandria

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

Nude Peering Through A Screen oil on board, framed signed "Salah Taher" and dated "1954" in Arabic (upper left), executed in 1954 83 x 49cm (32 11/16 x 19 5/16in).

£25,000 - 30,000 €28,000 - 34,000 US\$35,000 - 42,000

#### Provenance:

Property from a private collection, Alexandria

#### Literature:

Amr El Bilassy, Shell, Pioneers of Modern Egyptian Art, 13th edition, April-June 1996, illustrated on page 136

Graceful, elegant and sensually rendered, the present lot is a superlative and rare example of a nude portrait by the prolific Salah Taher. The present composition is an ingenious pairing of voyeurism and modesty; the kneeling figure grasps a long cloth to protect her decency as she peers out behind a traditional wooden screen, not only is her act of voyeurism subverted by the viewer, who is himself peering at her nakedness, but her effort to cloak herself is ultimately undermined by the artist whose perspective captures her voluptuous elongated form in all its sensuality.

Painted in 1954, the present work is testament to an age of artistic freedom, where the cosmopolitan milleu of Alexandria and Cairo gave birth to daring artists who were unafraid of challenging traditional taboos.

Salah El-Din Taher Mohammad was a highly accomplished and prodigious painter; he also was aactive in the administration of the arts and a philosopher. Born in Cairo in 1911, he graduated from the School of Fine Arts in 1934. In 1944, he joined the Faculty of Fine Arts, which is now part of Helwan University.

As an arts administrator, he held many high-profile positions: In 1954, he was appointed head of the Museum of Modern Arts. In 1962, he was appointed head of Khedival Opera House. In 1966, he joined Al-Ahram. (He painted more than 35 paintings, for Al-Ahram that decorate the walls of its building). He remained in the position of the artistic consultant for Al-Ahram till his death on February 6, 2007 at the age of 95.

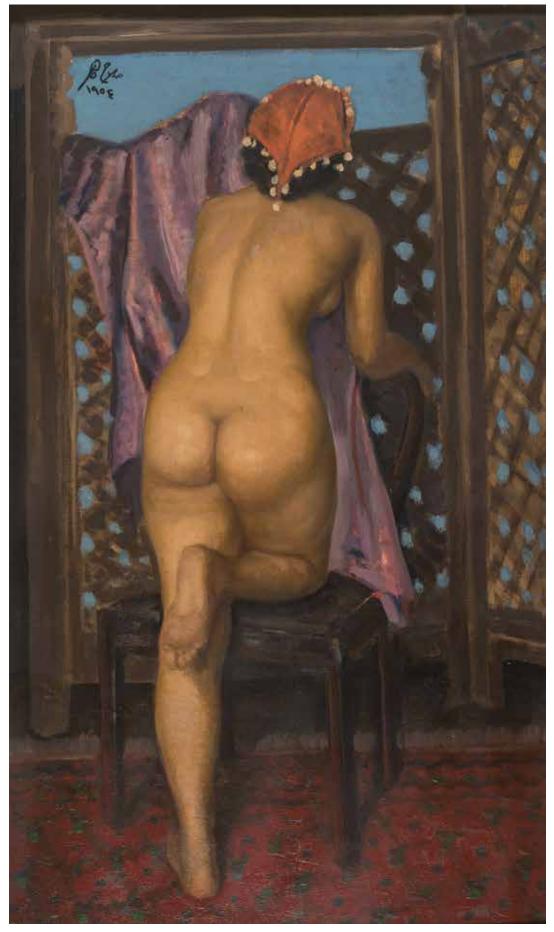
## "Every artist undresses his subject, whether human or still life."

- Mark Twain

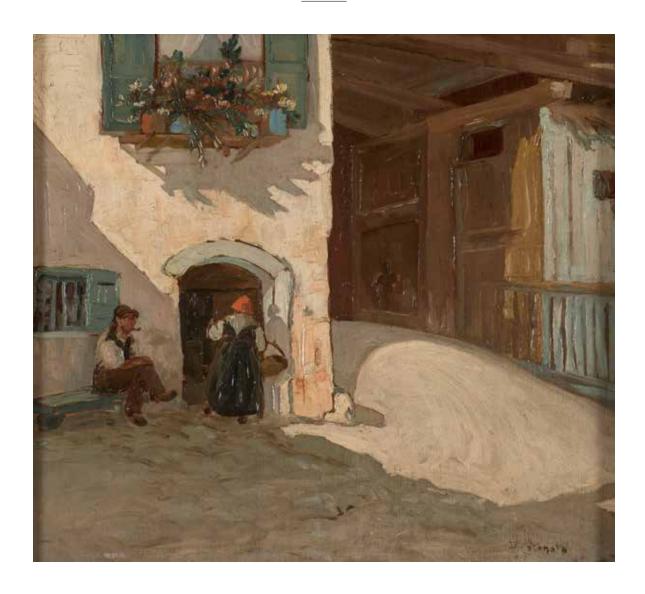
Taher's painted academic portraits of President Anwar Sadaat, Om Kalthour and many kings, princes, first ladies and leading men. Overall, he painted approximately 15000 paintings and held more than 80 art exhibitions. His work has been exhibited in Egypt, Venice, New York, San Francisco, Geneva, Beirut, Kuwait and Jeddah. He was granted the highest awards in Egypt and internationally, among them, the State Incentive Award in 1959, the Alexandria Biennale Award and the Guggenheim Foundation Award in 1961, the Egyptian State Merit Award in 1974, the "First Prize Biennial Alexandria" in 1996.

In 2001, he was honored alongside Nobel laureate Naguib Mahfouz at the opening of the Bibliotheca Alexandrina and in 2002, he was granted the two highest awards in Egypt the Sciences and Arts Medal and the Mubarak Award.

From Academic Realism to Abstract Expressionism - where excelled and achieved his greatest popularity, Salah Taher's genius does not only lie in his fine and elegant lines, his bold colors or his use of a knife to spread transparent coats of diluted paint, but also in his cultural and intellectual contributions in the philosophy of the Arts. He believed in the significance of weaving colors, words and rhythms together in one unique abstract form that he referred to as "the universal language".



### TWO LANDSCAPE PAINTINGS FROM MAHMOUD SAID'S TEACHERS. ARTURO ZANIERI AND AMELIA CASONATO DAFORNO



#### **AMELIA DA FORNO CASONATO (1878-1969)**

Landscape in Italy oil on board, framed signed (lower right) 47.5 x 52.5cm (18 11/16 x 20 11/16in).

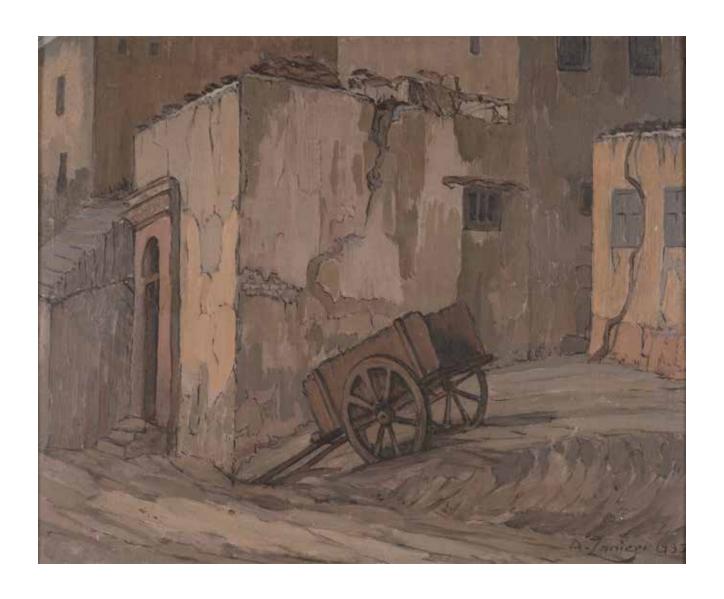
£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

#### Provenance:

Property from the distinguished collection of Dr Hussein El Shaboury, Alexandria

Mahmoud Said studied portraiture at the hand of the artist Arturo Zanieri (1955-1870) who ran an atelier above "Albnan" studio on Nabi Daniel St. in Alexandria, amongst those who studied with Mahmoud Said in the Zanieri studio in the year 1915 were his cousin Ahmed the artist and draughtsman, and Sharif Sabri, King Farouk's uncle. Arturo Zanieri was primarily active in Egypt, where he was Director of the Ecole de Beaux Arts in Cairo, and also lived in Alexandria

Mahmoud Said was also taught by the Italian artist, Amelia Casonato Daforno, a resident of Alexandria who had studied at the Florence Academy.



## **ARTURO ZANIERI (ITALY, 1870-1955)**

Landscape in Alexandria oil on board, framed signed and dated "1935" (lower right) 30.5 x 38cm (12 x 14 15/16in).

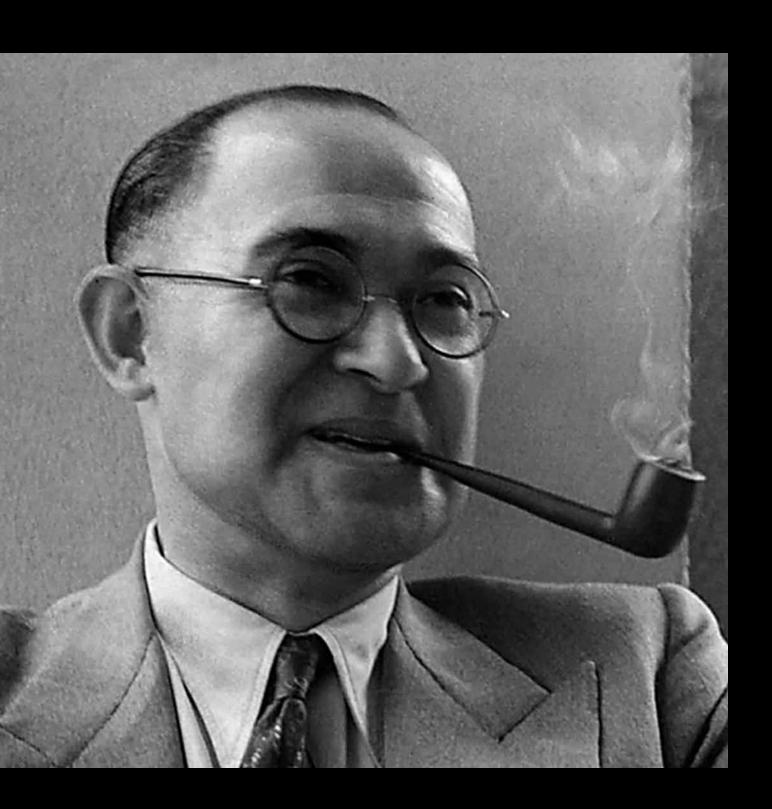
£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

#### Provenance:

Property from the distinguished collection of Dr Hussein El Shaboury, Alexandria

"In 1915, a few of my friends and I starting meeting every Sunday morning at Zanieri's studio in Alexandria, where we learned about the principles and foundations of art"

- Mahmoud Said



"Mahmoud Said has reinvented an Egypt that is golden skinned, sensual, and sumptuous, a thinking Egypt with its delectable, appealing peasants, all looking for the "Happy Isle", which in Said's world was the lost glorious past of Egypt's golden age"

- Gabriel Boctor

"Said's women are the queens in his kingdom, inspired by the depths of human imagination and the eternal image of instinct. [....] Said's women are neither as tender as Botticelli's, nor as restful as Ingres nor as daydreaming as Raphael's. [.....] They are strong willed and defiant creatures, with the blood of life running through their veins. Said's muses are not as guilty as Masaccio's Eve: they proudly exhibit their human, earthly nature"

- Amal Nasr

## FILLE À L'IMPRIMÉ

#### THE MOST ICONIC EXAMPLE OF MAHMOUD SAID'S PORTRAITURE

#### MAHMOUD SAID (EGYPT, 1897-1964)

Fille à l'imprimé (Girl in a Printed Dress) oil on canvas, framed signed "M. Said" and dated "1938" (lower right), inscribed "MAHMOUD SAID FELLAHA AU VOILE NOIR" (crossed out) and titled "FILLE À L'IMPRIMÉ 1938" on the verso, executed in 1938 81 x 56cm (31 7/8 x 22 1/16in).

#### Refer to department

#### Provenance:

Property from the collection of May Zeid and Adel Youssry Khedr,

Acquired directly from Nazli Fayed (the artist's cousin) by the present

Hussein Pasha Sirry (Former Prime Minister of Egypt), Cairo by 1951 until at least 1960

#### Literature:

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

Rassem, 1940, illustrated on page 134; Dawastashy, 1997b, no. 130 and 154

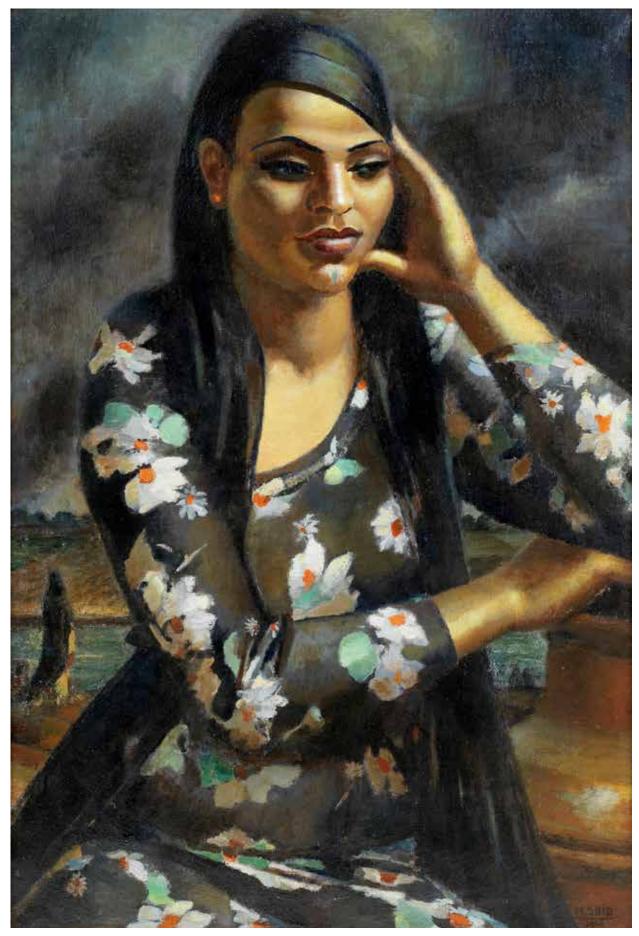
El-Bissy, 2004 illustrated on page 80 Al-Shafei, 2012, fig 123

#### Exhibited:

Cairo, 1939 (not illustrated. titled: La fellaha au voile noir) Guezireh, 1951, no.6 (not illustrated) Alexandria, 1960, no.29 (not illustrated, titled: Fille a la robe imprimee) Alexandria, 1964 (not numbered, illustrated, unpaged, titled: Nabawia a l'imprime and incorrectly dated 1939)

#### Note:

J. Moscatelli in his review of the XIXeme Salon du Caire, in Images, May 1939 notes: "c'est La Fellaha au voile noir qui s'impose comme une oeuvre maitresse, comme le plus beau tableau du Salon. En plus de l'expression du visage bien mahmoudsaidienne, il y a dans la robe noire, fleurie et transparente, un morceau pictural d'une seduction profonde dont on ne peut echapper.."..trans.."Fille à l'imprimé... the noble peasant girl (fellaha) in the black robe imposes itself on the viewer like a true masterpiece. The most beautiful artwork in the Salon; she bears the quintessential gaze of a Mahmoud Said, and in her black translucent floral robe, she is the epitome of a profound and inescapable seduction" - Jean Moscatelli, 1939



Fille à l'imprimé... the noble peasant girl (fellaha) in the black robe imposes itself on the viewer like a true masterpiece. The most beautiful artwork in the Salon; she bears the quintessential gaze of a Mahmoud Said, and in her black translucent floral robe, she is the epitome of a profound and inescapable seduction"

- Jean Moscatelli, 1939

Bonhams have the rare privilege of presenting one of the most iconic and moving works by the doyen of Egyptian art, Mahmoud Said, ever to come to the market. Poignant, enigmatic and graceful, Fille à l'imprimé is the archetypal synthesis of Said's inimitable portraits of the noble Egyptian rural peasant or fellaha and is specifically identified by leading art critics of the time as a seminal masterpiece within his oeuvre.

Said's empathetic and stylized representations of Egyptian daily life, pronounced so touchingly in the present work, would later be regarded as the supreme expression of Egyptian artistic heritage in the twentieth century.

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

The present work comes to market with a distinguished provenance; originally in the collection of Hussein Pasha Sirry, a three-time Egyptian Prime Minister under King Farouk, the painting was exhibited no less than four times during the artist's lifetime, most importantly at the 21'st Salon du Caire in 1939 where it was described by Jean Moscatelli as a "masterpiece".

Never before presented at auction, Fille à l'imprimé is an extremely rare example of a major portrait coming to market. With the majority of Said's work held by institutions or in permanent collections, the current sale presents collectors with one of the few remaining opportunities to acquire a pivotal work by the artist.



"A mysterious expression is seen on the face of Fille à l'imprimé, as if she is in deep thought, or in a sad mood or perhaps she is smiling timidly ... so enigmatic. It may be argued that she is as enigmatic as Da Vinci's Mona Lisa. Perhaps the model is expressing that famous Oriental Mystery in contradiction to the Occidental mystery of the Mona Lisa"

#### - Dr Youssef Kamel

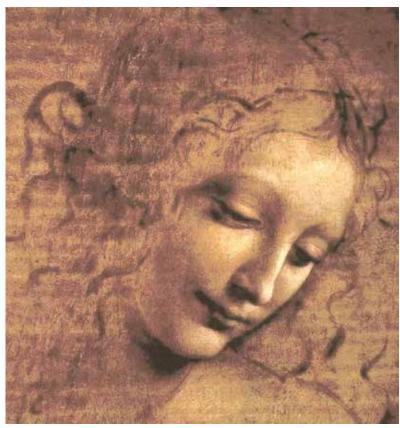
The composition is permeated by a sense of mystery which is most palpable in the sitter's inscrutable gaze. Reflective, demure, and exuding a paradoxical melange of melancholy balanced with a subtle sense of seduction - the sitter can be interpreted equally as a weary, sombre figure as she can a subtle temptress, with shapely voluptuous lips, casting a coy but seductive gaze at her viewer. In its ambiguity and indistinctness of expression, its mystery perhaps echoes that of the greatest portrait ever depicted, Da Vinci's magnum opus, the Mona Lisa.

Resting on a large amphora, the fellaha proudly displays the tool of her trade, the vessel which is not only the source of her toil and hardship, but the key to her family's sustenance, used as it is for carrying water. In the distant background, Said's standing figure seems almost to serve the viewer with a vignette of the fellaha's life, engaged as she is in the arduous task of bearing the vessel upon her head in her quest to nourish her family.

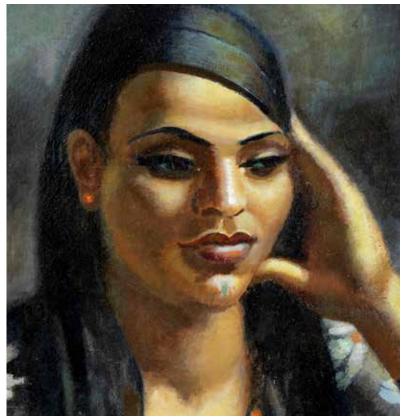
A dark, almost surreal air envelops the backdrop; gloomy and desolate, the landscape is a visual metaphor for the fellaha's hardship; yet, in stark contrast to this sullen setting, the figures colourful embellished robe with its vivid flowers stands out as a symbol not only of her dignity but her ultimate triumph over the adversities of her existence

The movement towards a vernacular, humanized art-form marked not only an artistic shift for Said, but a shift from his own aristocratic milieu. What we see in Fille à l'imprimé is the apotheosis of Said's artistic agenda: which was his ache for capturing the ineffable nobility of the common Egyptian.

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



Detail from Da Vinci's La Scapigliata, 1508



Detail from the present work

## THE ARTIST

"Mahmoud Said personalized and raised the worthiness of the Egyptian woman. She is the great granddaughter of Nefertiti, the peasant who works hard in the field, the maid who serves in a aristocratic home, the labourer who pulls water from the Nile. One ponders whether her beauty is the interpretation of his imagination or the plain revelation of her aspirations"

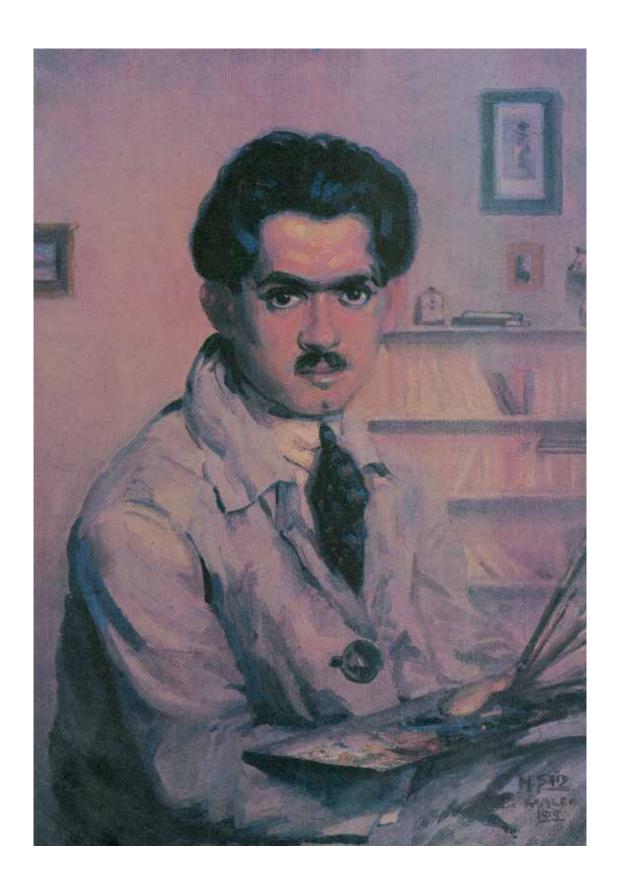
#### - Fatenn Mostafa Kanafani

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.

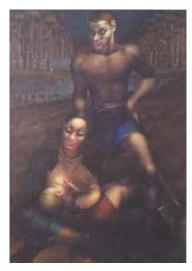
Mahmoud Said was taught by the Italian artist, Amelia Casonato Daforno, a resident of Alexandria who had studied at the Florence Academy. Said quickly learnt the classical methods of drawing faces, harmonization of colours and shading. He took further lessons by with another Florentine artist Artoro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

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









Bozzeti Modello **Final Composition** 

"While working on La Famille I was experiencing at the same time fatherhood, as my wife was expecting."

- Mahmoud Said

"Said [had an] inner passion to translate his inspiration into a concept, which he first creates through a preliminary [..] sketch and then executes into a strikingly colourful and detailed composition [...] Said succeeded in controlling his passionate drive through the intermediary of his preparatory sketches. [An] example of such self-control and detailed artistic process is Said's famed masterpiece La Famille, that today hangs in the Cabinet of the Prime Minister of Egypt. With an impressive range of five known bozzeti and one surviving modello. La Famille, alongside La Fille, is probably Said's most documented work to date in terms of providing a comprehensive visual overview of the Alexandrian masters "art in the making"

[.....] The preparatory oil sketch is unusual for Said because of its restricted range of pigments suggesting that he was seeking to master the compositions structure and to determine the areas of light and shade, rather than finalizing his palette. There is no doubt that the paintings of Italian Renaissance masters, such as Leonardo da Vinci or Raphael resonated in Said during the execution of the modello"

- Valerie Didier Hess, From Model to Modello, Mahmoud Said: A Modern Egyptian Master in the Making, Valerie Didier Hess and Hussam Rashwan, Mahmoud Said: Catalogue raisonne Volume 1, Paintings, Skira Editore, 2016

## MAHMOUD SAID (EGYPT, 1897-1964)

La Famille (Esquisse) oil on panel executed circa 1935-36 36 x 25.5cm (14 3/16 x 10 1/16in).

£35,000 - 50,000 €39,000 - 56,000 US\$49,000 - 70,000

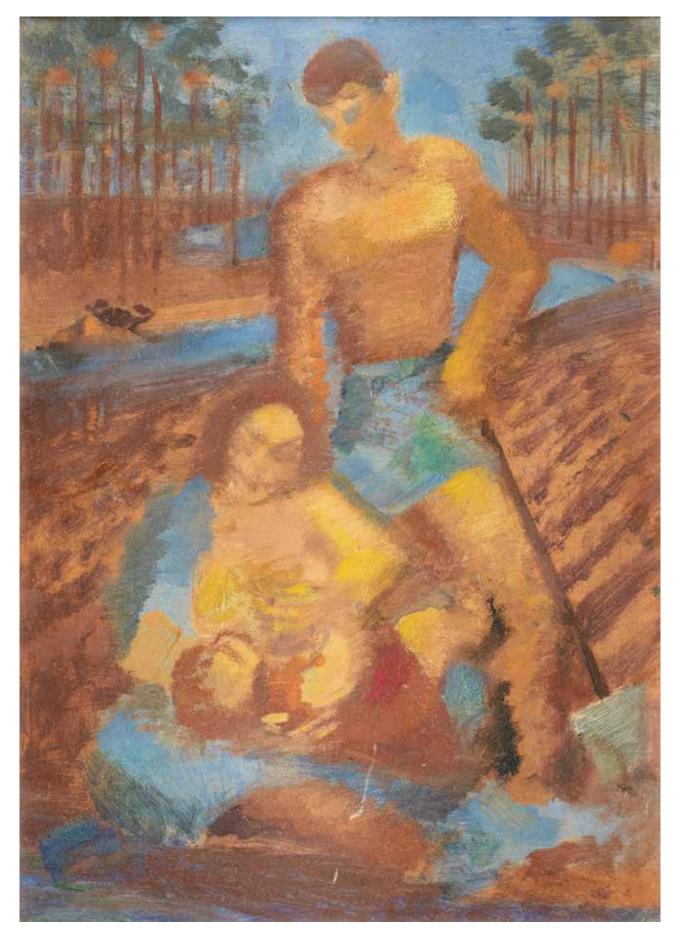
Property from a private collection, Cairo Property from the private collection of Dr Hassan El Khadem and Nadia Mahmoud Said (the artist's daughter), Alexandra Originally acquired from the above by Gihane Mirza, Alexandria Acquired from Gihane Mirza by Khayria Ghateb, Cairo Acquired from the above by the present owner

#### Literature:

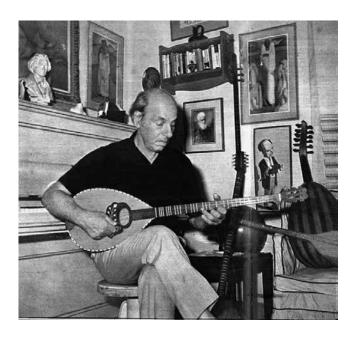
Valerie Didier Hess and Hussam Rashwan, Mahmoud Said: Catalogue Raisonne Volume 1, Paintings, Skira Editore, 2016, illustrated on page 374

#### Illustration:

Valerie Didier Hess and Hussam Rashwan, Mahmoud Said: Catalogue Raisonne Volume 1, Paintings, Skira Editore, 2016, illustrated on page 374



## THREE IMPORTANT WORKS BY HUSSEIN BICAR



10 \*

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

The Tamboura Player oil on board, framed signed and dated "1999" in Arabic (upper left), executed in 1999 59 x 49cm (23 1/4 x 19 5/16in).

£35,000 - 50,000 €39,000 - 56,000 US\$49,000 - 70,000

#### Provenance:

Property from a private collection, Giza

As an artist, Bicar was considered a tour de force of talent; teacher, illustrator, painter, poet and musician, Bicar embraced the arts in their totality achieving renown in many of the fields he applied his trade to.

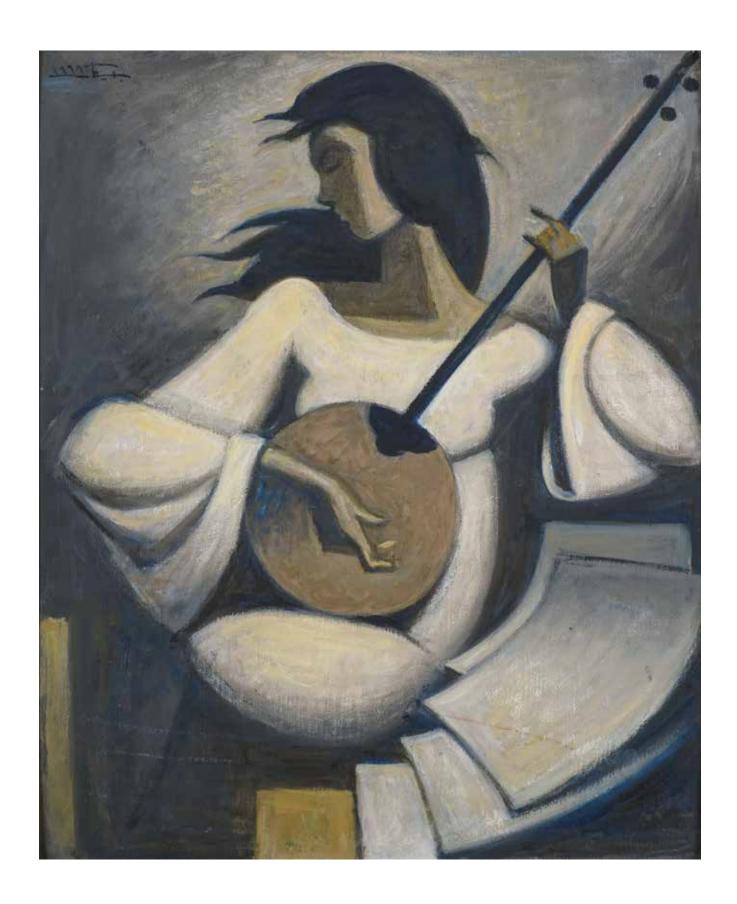
Born in 1913 in Alexandria, Egypt, He graduated from Fine Arts College in 1933, and subsequently from the Ahlia School for Painting. He taught at, and eventually headed the Painting Department of the Faculty of Arts at Qena at 1955. He was a founder of the Helwan Wax Museum.

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

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

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

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





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

Nubian Fantasy gouache on paper framed 31 x 42cm (12 3/16 x 16 9/16in).

£10,000 - 15,000 €11,000 - 17,000 US\$14,000 - 21,000

#### Provenance:

Property from a private collection, Alexandria



#### 12 \* **HUSSEIN BICAR (EGYPT, 1913-2002)**

The Village Girl oil on board, framed signed "Bicar" and dated "1950" in Arabic (lower left), executed in 52 x 46.5cm (20 1/2 x 18 5/16in).

£22,000 - 30,000 €25,000 - 34,000 US\$31,000 - 42,000

#### Provenance:

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

#### Note:

Accompanied by a handwritten explanatory note by the artist









4 3

13 \*

#### MAHER RAIEF (EGYPT 1926-1999)

Surrealist Vignette's I mixed media on paper in four parts framed

£8,000 - 12,000 €9,000 - 14,000 US\$11,000 - 17,000

- 1. signed "M. Rayef" (lower left), 14 x 21cm
- 2. signed "M.Rayef" (lower right), 14 x 21cm
- 3. signed "M.Rayef" (lower right), 14 x 21cm
- 4. signed "M.Rayef" (lower right), 11.5 x 21cm

#### Provenance:

Property from a distinguished private collection. Alexandria Formerly in the private collection of Farouk Shehata, Professor at the Faculty of Fine Arts, Alexandria, and Egyptian cultural attaché in Vienna.

The present set of delightful surrealist vignettes are an extremely rare appearance of works by the renowned surrealist painter Maher Raief.

Maher Raief was an active member of the Contemporary Art Group with his fellow group members, Hamed Nada and Samir Rafi, the group aimed to Express a distinctly Egyptian identity, from the yoke of colonial influence. In 1952 he takes part in the Venice Biennale where he gains notable recognition.

Maher Raief was born in Cairo in 1926 and died in the United States in 1999. He graduated from the Cairo Faculty of Fine Arts in 1950. In 1954 he got a BA in Philosophy from Cairo University. In 1960 he got a Diploma in Graphics from Dusseldorf and in 1975 he obtained his PH.D.in Graphics, Aesthetics and Art History from Cologne University in Germany.

Appointed teacher in Cairo Faculty of Fine Arts in 1951. In 1960 he moved to Alexandria Faculty of Fine Arts and became the head of the Graphics department in 1975. He continued as a Professor of Graphics in the same Faculty until his death.

He exhibited his works in Germany, Alexandria Biennale, Lausanne Graphics biennale. He participated in exhibitions in Stockholm, Lausanne, Tokyo, Moscow, Sao Paolo, Venice and Rome. He won the Lausanne Biennale prize in 1964. In the mid forties he was an active member of the Contemporary Art Group which was established by Hussein Youssef Amin and comprised El Gazzar and Hamed Nada among others.









3 4

14 \*

# **MAHER RAIEF (EGYPT 1926-1999)**

Surrealist Vignette's II mixed media on paper in four parts framed

£8,000 - 12,000 €9,000 - 14,000 US\$11,000 - 17,000

- 1. signed "M. Rayef" (lower left), 15 x 21cm
- 2. signed "M.Rayef" (lower right), 15 x 21cm
- 3. signed "M.Rayef" (lower right), 16 x 22cm
- 4. signed "M.Rayef" (lower left), 15 x 21.5cm

# Provenance:

Property from a distinguished private collection, Alexandria Formerly in the private collection of Farouk Shehata, Professor at the Faculty of Fine Arts, Alexandria, and Egyptian cultural attaché in Vienna.

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

- Fouad Kamel

15 \*

### **FOUAD KAMEL (EGYPT. 1919-1973)**

Surrealist Woman oil on panel, framed signed and dated "'43" (upper left), executed in 1943 63 x 52cm (24 13/16 x 20 1/2in).

£20,000 - 30,000 €23,000 - 34,000 US\$28,000 - 42,000

### Provenance:

Property from a private collection, Cairo Formerly in the collection of Mr Hisham Ahmed Gaith Inherited from the above's father, Mr Ahmed Ghaith, a U.N delegate, 1970s Acquired directly by the above from the artist's brother Anwar Kamel, circa 1970s

Piercing, acerbic and magnificent, Fouad Kamel's brazen composition of a surrealist figure is a confident, bold and technically masterful example of the Art and Liberty movements incredible artistic output. Ghoulish, otherworldly and distorted, the figure nevertheless demonstrates a sense of vigour and strength, its piercing gaze and rotund breasts evoking a potent mixture of surrealism and femininity

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

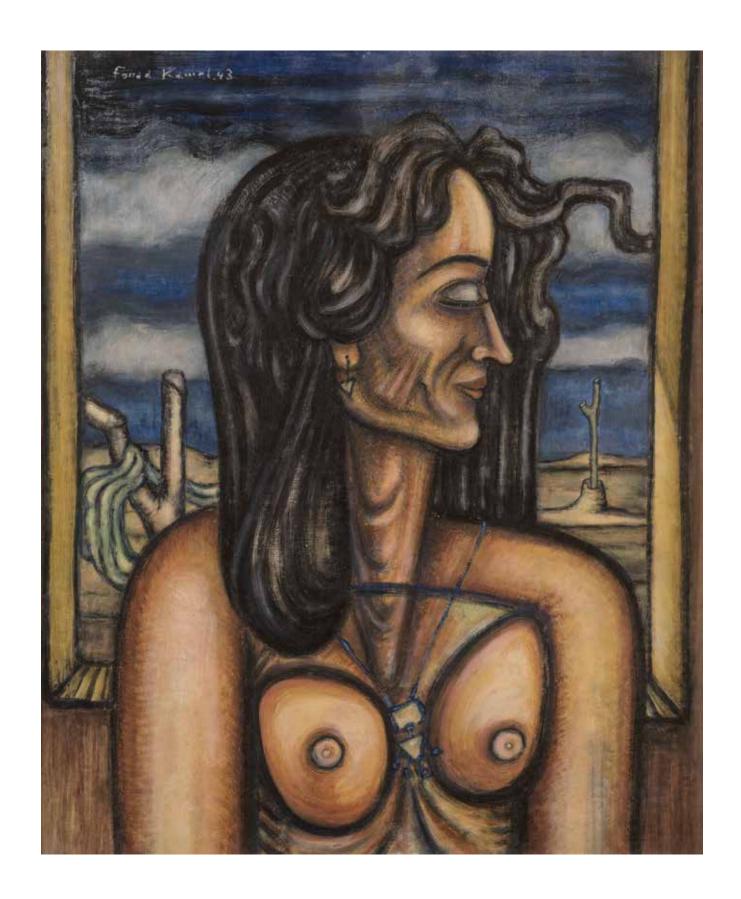
A number of Egyptian artists, including Fouad Kamel, Rameses Younan and Kamel el-Telmesany, in addition to a great number of Egyptian and expatriate intellectuals, signed a statement prepared by poet George Henein, entitled "Long Live Decadent Art!" It was published in Al-Fann Al-Hurr (Free Art) magazine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

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

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

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

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





# **EFFAT NAGHI (EGYPT, 1905-1994)**

mixed media and collage on varnished canvas signed "Effat Naghi" in Arabic and English and dated "71" (lower right), executed in 1971 47 x 31.5cm (18 1/2 x 12 3/8in).

£5,000 - 7,000 €5,600 - 7,900 US\$7,000 - 9,800

# Provenance:

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



### SAAD EL KHADEM (EGYPT, 1913-1987)

The Surrealist Ritual oil on canvas, framed signed and dated "1957" (lower right), executed in 1957 37.5 x 45cm (14 3/4 x 17 11/16in).

£10,000 - 15,000 €11,000 - 17,000 US\$14,000 - 21,000

### Provenance:

Property from a private collection, Cairo Formerly in the collection of Mahmoud Othman Saad El Khadem is remembered in his own right as one of Egypt's most creative modern artists and as one half of an aristocratic artistic "power couple" with his wife Effat Naghi, one of the most prominent female artists in twentieth century Egypt. The couple were a prodigious tour de force and a museum still stands today in their joint honour.

A prolific historian, and social anthropologist, El Khadem had a profound interest in folklore, traditional rituals, practices and esoteric religious beliefs. The present painting, a striking, surreal depiction of a mystical dancing ceremony, depicts pseudo-female figures congregated around a zoomorphic, winged, totemic figure.

Born in 1913 in Cairo, Khaadem came from an aristocratic family. After finishing his studies in Egypt he was sent on a mission to England in 1936 with Hamed Said (the very well known philosopher of art) and the painter Rateb Siddik.

After the advent of the Second World War in 1939, the three of them returned back to Egypt where El Khaadem finished his studies in Egyptian anthropology. After he married Effat Naghi in 1954 they began an artistic collaboration which would last for the rest of their lives.

### **SAMIR RAFI (EGYPT, 1926-2004)**

Untitled

oil and pencil on board, framed signed "S.RAFI" and dated "'73" (lower centre), executed in 1973 99 x 80cm (39 x 31 1/2in).

£10,000 - 18,000 €11,000 - 20,000 US\$14,000 - 25,000

### Provenance:

Property from a private collection, England Dubai, Modern & Contemporary Middle Eastern & South Asian Art, Bonhams, 11 October 2010, lot 183 page 102 From an important private collection, Cairo, Egypt Acquired by the above from an exhibition of Rafi's works held at the Palace of Arts Exhibition Pavilion, Cairo in January 2005

### Exhibited:

Cairo, Samir Rafi: Masterpieces on show for the first time in 50 years, Palace of Arts, Cairo, 2005

### Illustrated:

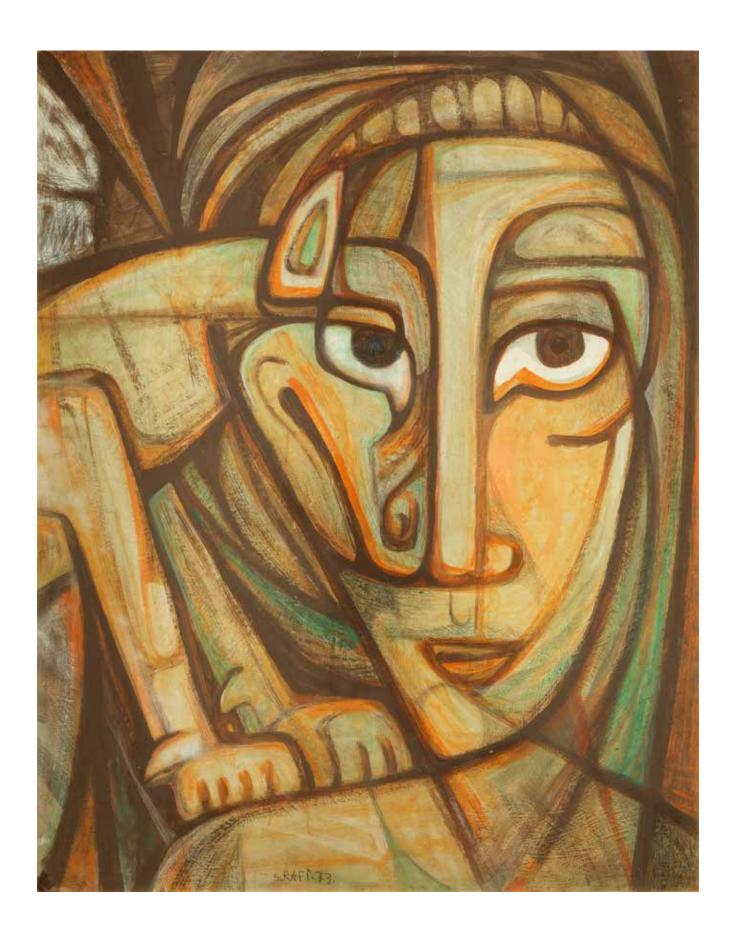
Al Rawi Magazine, Egypt's Heritage Review, 2016, illustrated on page 114

Representations of Egyptian daily life infused with surrealism and symbolism characterized 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.



"Anyone who has common sense will remember that the bewilderments of the eyes are of two kinds, and arise from two causes, either from coming out of the light or from going into the light"

- Plato. The Allegory of the Cave

### MAYO (ANTONIS MALLIARAKIS) (GREEK, 1905-1990)

Eveil (Enlightenment) oil on canvas, framed signed "MAYO" (lower right) and inscribed " EVEIL ROME 1980 MAYO" on the verso, executed in 1980 55 x 45cm (21 5/8 x 17 11/16in).

£8,000 - 12,000 €9,000 - 14,000 US\$11,000 - 17,000

### Provenance:

Property from a private collection, Athens

This intriguing, philosophical composition by Greco-Egyptian artist Mayo is an extremely rare appearance of an oil painting from an artist who was at the very centre of the Egyptian Surrealism and deeply involved with the wider Surrealist movement as a whole.

Echoing the ancient Greek allegory of Plato's cave, Mayo depicts a graceful female figure exposed by an opening that has been smashed in a brick wall; titled "Enlightenment", the painting likely echoes the freedom that the philosopher bestows upon man through the transmission of knowledge, which Plato likened to prisoners from a cave being freed and confronted with light.

Mayo was born in 1905 in Port Said, Egypt. His father was Greek and his mother was French. He spent his early education in a Jesuit school in Alexandria. His father was an engineer working on the Suez Canal. He moved to Paris in 1924 and met Man Ray, Desnos, Tzara, and Salmon in Montparnasse.

He frequented Le Jockey Club, a famous gathering spot of artist at that time, there he met Tzara, Picabia, and Foujita and became friends with Kiki of Montparnasse, and in 1924 he was accepted at the Beaux Arts in Paris. In 1927, René Crevel introduced him to André Breton, leader of Surrealism, but Mayo had no interest in participating in a collaborative movement. Two years later in 1929, Mayo exhibited with Chirico at the Galerie des Quatre Chemins. He participated in many group shows and in 1930 rented his own studio. He contributed to the magazine Le Grand Jeu. Like many of the

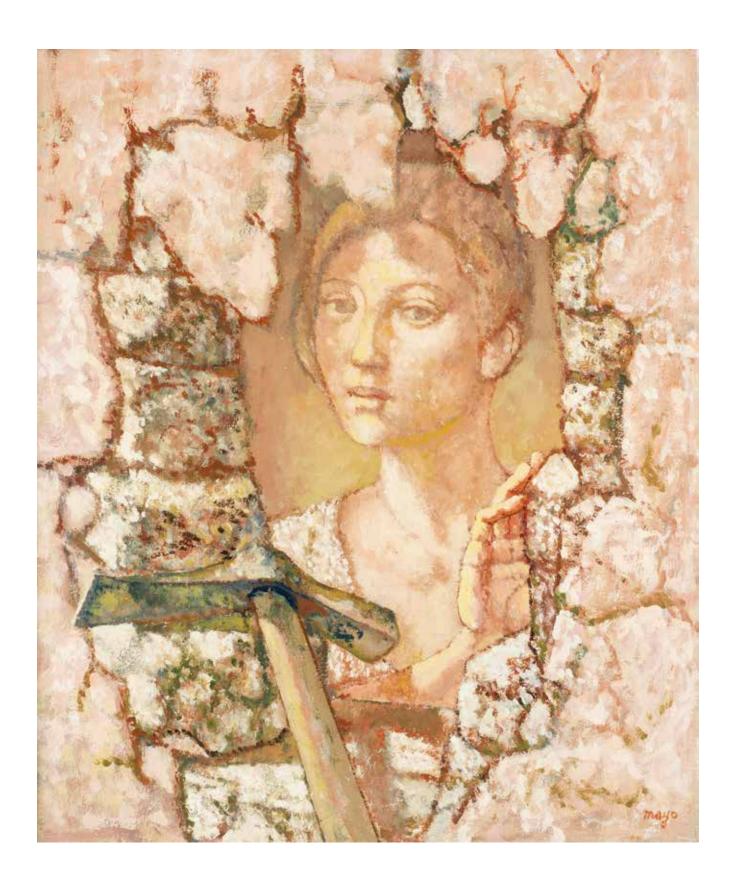
Surrealists the Popular Front and the terrible Spanish Civil War inspired many of his compositions. During this time he also experimented with printmaking at S.W. Hayter's Atelier 17 in Paris. During the 1934 economic crisis in France, Mayo returned to Egypt where he continued

He contributed to the magazine Le Grand Jeu. Like many of the Surrealists the Popular Front and the terrible Spanish Civil War inspired many of his compositions. During this time he also experimented with printmaking at S.W. Hayter's Atelier 17 in Paris.

He eventually moved back to France. Mayo spent the six years of French occupation in Cannes with Prévert; he designed theatre costumes among other work. At the end of the war, Mayo continued to develop his oeuvre painting expressionistic works of realistic images as well as still life's and images of fishes and bottles. Mayo travelled extensively in Greece and Spain where he discovered luminescent, iridescent colours and the importance of light.

In 1966, Mayo moved his soon-to-be demolished Paris studio to Rome at Via Magutta. Following this move, Mayo began a new body of work. He painted historic ruins from antiquity. This period of Mayo's work is known as "Période Romaine."

In 1983 the Centre Cultural Français de Rome exhibited a retrospective of Mayo's work, including the recent images of historic ruins. In 1985 Mavo returned to France. He received the Grade de Commandeur de L'Ordre des Arts et des Lettres. Mavo died in 1990 on his houseboat at Seine Port.



### **HAMED NADA (EGYPT. 1924-1990)**

The Dancer and the Pyramid oil on board, framed signed "Hamed Nada" and dated "1988" in Arabic and English (lower left), executed in 1988 49 x 60cm (19 5/16 x 23 5/8in).

£18,000 - 25,000 €20,000 - 28,000 US\$25,000 - 35,000

### Provenance:

Property from a private collection, Alexandria Originally gifted to Dr Mosatafa Abdel-Moity (Director of the Accademia D'Egitto in Rome) by the artist himself Acquired directly by the present owner from the above in the late 1990s

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

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

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

- Hamed Nada



# AN IMPORTANT SELF PORTRAIT BY SEIF WANLY

21 \* **SEIF WANLY (EGYPT, 1906-1979)** Self-Portrait in Kosovorotka

oil on board signed in Arabic and English (upper right) 120 x 120cm (47 1/4 x 47 1/4in).

£40,000 - 60,000 €45,000 - 68,000 US\$56.000 - 84.000

### Provenance:

Property from a private collection, Cairo Gifted directly from the artist to Ambassador Ahmed Tewfik Khalil, a relative of artist's wife Thence by descent to Mr Tareq Tewfik Khalil Acquired in 2012 by the present owner from the above

### Literature:

Amr El Bilassy, Shell, Pioneers of Modern Egyptian Art, 13th edition, April-June 1996, illustrated on page 107



The Artist pictured with the present work

Proud, distinguished and sophisticated, this monumental, stately portrait of Seif Wanly is one of the artists largest, most finely executed artworks to come to auction.

Depicting the artist in traditional Russian Kosovorotka tunic, the portrait pays homage to the artists Daghestani roots; confidently brandishing a paintbrush, and a book from the Hermitage Museum, the portrait is punctuated by a number of fascinating cultural and intellectual signifiers.

Juxtaposed with the grandiose demeanor of the portrait are the plebeian symbols of the Russian rural labourer; the artist dons a kosovortka a distinctly working class garb, and stands in front of a traditional Russian samovar (tea dispenser). This confluence of high flown artistry with plebeian accoutrements is a reflection of the long-held belief in the bucolic virtues of simple agrarian life, perhaps best expressed by Marie Antoinette herself, who often dressed as a simple farm girl in the The Hameau de la Reine on the grounds of Versailles

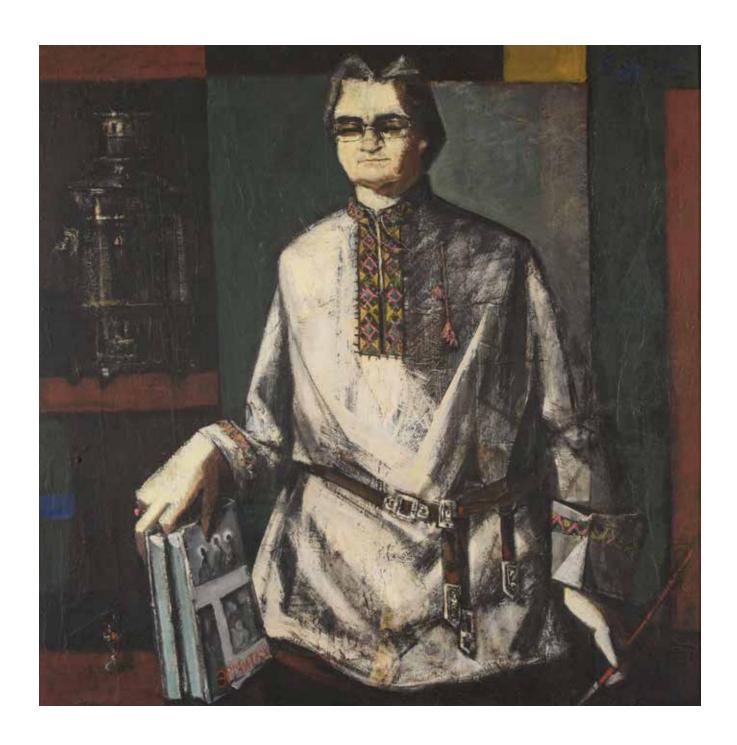
Generally associated with Russian peasants, the kosovorotka was worn by labourers and townsmen of various social categories into the early 20th century, when it was rapidly displaced as an everyday garment by more efficient and less elaborate clothing after the Bolshevik Revolution of 1917. The garment is also known as a tolstovka, or the Tolstoy-shirt, because the writer Leo Tolstoy customarily wore one in his later years

Seif Wanly was was one of the seminal instigators of Egyptian Modernism after studying at the studio of the Italian Artist Otorino Becchi. He also studied at Hassan Kamel school (Social Fine Art Association in Alexandria) and attained the Honorary PhD in Art from the Fine Art Academy in Egypt

Seif was a prolific artist who produced more than a thousand paintings, as well as numerous drawings and sketches. His early works are inspired by the use of the light and gentle strokes of his Italian professor, Ottorino Bicchi, who was close to the Italian Macchiaioli and the École de Barbizon. Later in his career, Seif used larger surfaces of bold colors and exercised greater freedom in his compositions, both of which brought him closer to Fauvism.

Seif was fascinated by the performance arts and depicted scenes of circus, ballet, opera, music concerts, bull-fighting as well as all types of sports, including horse races. He represented the life of the performers on stage and backstage by expressing their vivid and dynamic movements.

His fascination with performance arts also led him to design several sets for theater and opera productions in Egypt. He painted numerous views of traditional Nubian villages before they were flooded, as well as many landscapes of Egypt and all the countries he visited, including Spain, France, Italy, Yugoslavia, Poland and Russia. Seif is also the author of a series of self-portraits that reflect his sense of humor and derision. Following the death of his brother, Adham, which affected him profoundly, he introduced a darker palette of colors and shades in his paintings.



### AL HUSSEIN FAWZI (EGYPT, 1905-1999)

The Fellaha Through Her Hardships oil on board, framed signed "AI H. Fawzi" in Arabic and English and dated "1943" (lower left), executed in 1943 99 x 118.5cm (39 x 46 5/8in).

£40,000 - 60,000 €45,000 - 68,000 US\$56,000 - 84,000

### Provenance:

Property from the distinguished collection of Mrs Hoda Sabry, Cairo

The work is accompanied by Certificate of Authenticity from Cordoba Art Gallery

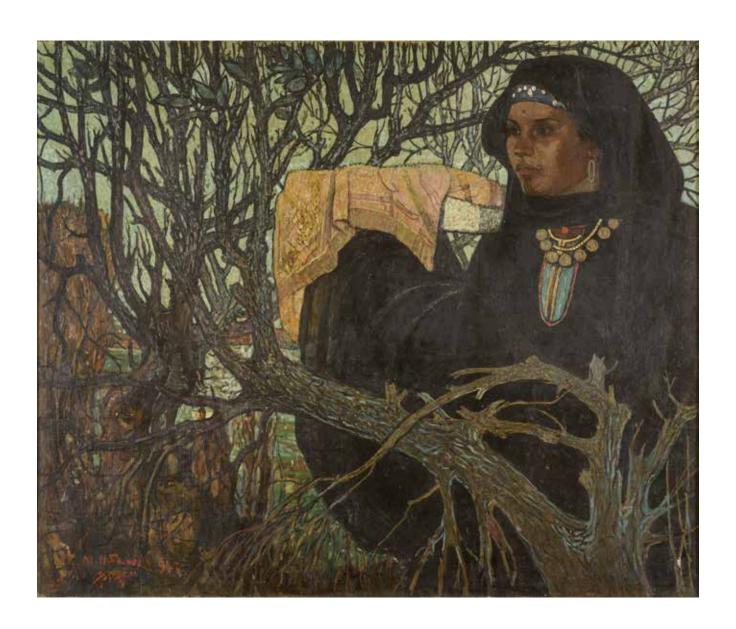
Bonhams is delighted to be presenting this powerful and enigmatic piece by Al Hussein Fawzi depicting the dignified Nubian fellaha in her everyday plight. Here the fellaha or farmer lady is dressed in a traditional black veil known as an abayah, worn commonly by Nubian countrywomen in Upper Egypt. This monumental painting sheds light on the integral role the fellaha played in 20th century Egypt, particularly in the domain of agriculture and rural society. In this seminal work, the viewer is captivated by the artist's approach towards his female protagonist. Fellaha Through Her Hardship unveils the noble suffering and hard work of the female farmers upon whose backs the glory and the survival of Egypt rested. The iconic symbol of the fellaha was one of the earliest acts of support male artists gave to the Egyptian feminist movement in their recognition and celebration of the fellaha's contribution to society. This painting was executed in 1943, a year after the Egyptian feminist party was founded in 1942.

Egyptian women highly valued personal adornment and it was worn by all social classes. In this artistically unique and striking depiction, the Nubian woman is seen adorned with black henna on her forehead and chin embroidery on her headpiece and around the collar of her abayah and bold native jewellery made from presumably copper which was affordable for the lower class. Despite her daily struggles, the artist focuses on elevating the status of the often-oppressed fellaha by enhancing her features and glorifying the position of the lower-class female agricultural worker. The fellaha in this landscape is surrounded by hundreds of branches and thorns attempting to block her path and prevent her from getting on with her duties.

Despite being challenged the fellaha stands tall and up right as she carries the burden of transporting her harvest from place to place up and down the river. The Nile created fertile land in the desert allowing farmers to cultivate all manners of crops. The Nile and the fellaha are both prominent features of several great modern Egyptian paintings.

Al Hussein Fawzi was born in Helmia district of Cairo in 1905. He was known across Egypt and the Middle East for his pioneering work in the field of journalistic graphic arts. In 1922, Fawzi began his artistic studies by studying Painting in the School of Fine Arts in Cairo. He obtained an art scholarship in 1928 to study Lithography at L'Ecole Estienne in Paris and graduated from there in 1932. In 1933, Fawzi received a degree from the École Nationale Supérieure des Arts Décoratifs. Fawzi was also awarded an honorary prize for an artwork that exhibited at the 1939 French Salon.

Upon his return to Egypt in the 1940s, he founded and directed the department of graphic arts at the Faculty of Fine Arts in Cairo. He produced numerous illustrations for books by the Egyptian writer and 1988 Nobel prize for Literature winner Naguib Mahfouz that were also published in Al Ahram newspaper and made drawings of all the big mosques of Egypt that were published. Al Hussein Fawzi painted one of the most renowned and beautiful paintings in the history of Egyptian modern art called "El Dalalah". He also supervised the Fine Arts Studio in Luxor from 1954 to 1960. Fawzi was one of four Egyptian artists to have their work engraved on crystal by the Steuben glass factory in New York (others were Gamal El Seguini, Hamed Abdallah and Hussein Bicar). Fawzi was awarded the State Prize and Order of Sciences & Arts in 1963, and in the same year, won the Lithography Prize at the Alexandria Biennale. In 1989, he was awarded the State Prize of Merit.



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

Nubian Girl oil on board, framed signed (lower left) 80 x 60cm (31 1/2 x 23 5/8in).

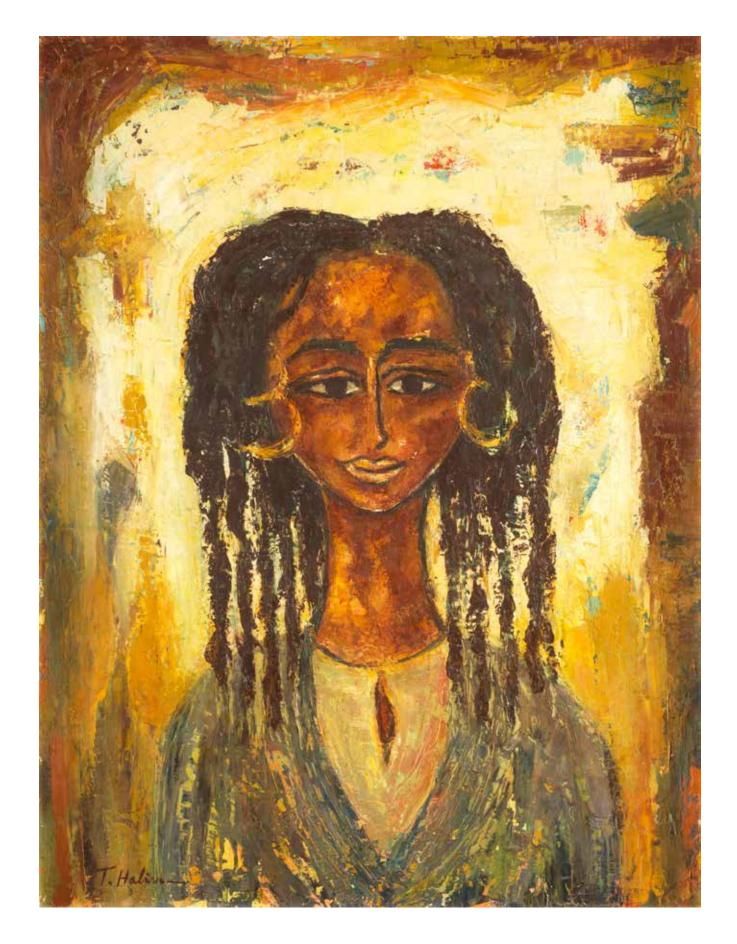
£18,000 - 25,000 €20,000 - 28,000 US\$25,000 - 35,000

# Property:

Property from a private collection, Cairo

### Note:

Accompanied by a certificate of authenticity from the former head of the Plastic Art sector at the Egyptian Ministry of Culture, Mohsin Sha'alan







# A RARE AND EXQUISITE LANDSCAPE BY MAHMOUD SAID



An old postcard depicting the Mahmoudieh Canal

# 24 \*

# MAHMOUD SAID (EGYPT, 1897-1964)

Le Canal de Mahmoudieh oil on panel signed "M.SAID" and dated "1922" (lower right), executed in 1922 27.5 x 45cm (10 13/16 x 17 11/16in).

£50,000 - 80,000 €56,000 - 90,000 US\$70,000 - 110,000

### Provenance:

Property from the private collection, UAE Dr Mohammed Said Farsi, Alexandria and Jeddah Dubai, Christie's, Modern & Contemporary Arab and Turkish Art Part III, November 2013, lot 312

### Exhibited:

Abu Dhabi, 2014, pp.22, 87 and 111 (illustrated in colour)

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

Dr Sobhy Al Sharouny, The Collection of Dr. Mohamed Saiid Farsy "The Egyptian Works", A Museum in a Book, 1998 illustrated in colour on page 99 and illustrated in black & white on page 94 Henein, 1994, illustrated in colour on page 111

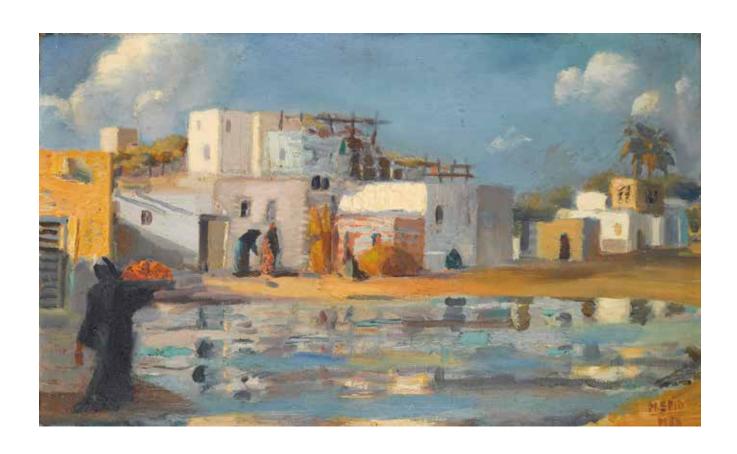
Al-Sharouni, 1998, no/34/43 (illustrated p.94 and illustrated in colour p.99, titled: the Mahmoudia Canal)

El-Bissy, date unknown, illustrated in colour on page 54

Moussa, 2014, illustrated in colour page 179 Kholeif, 2015, illustrated in colour on page 108

"Mahmoud Said's seascapes reflected the feelings of each Arab when standing on the seashore, gazing into the distant horizon and watching the people passing by. They bring upon the imagination those sprawling Arabian shores at the zenith of their civilization. while the artists hand recreates, with aquamarine and lapis lazuli tones and such crystal clarity, the sea that was once Arabian, as if composed of jewels that gleam in a deep silence."

- Saad El Khadem





# **MOHAMED KABBANI (EGYPT, 1926-1995)**

Promenade d'Alexandrie oil on board, framed signed "Al Khabbani" and dated "'60" in Arabic (lower right), executed in 1960 58 x 81cm (22 13/16 x 31 7/8in).

£8,000 - 10,000 €9,000 - 11,000 US\$11,000 - 14,000

# Provenance:

Property from a private collection, Alexandria



26 \* INJI EFFLATOUN (EGYPT, 1924-1984) Deer

oil on canvas executed in 1955 55 x 38cm (21 5/8 x 14 15/16in).

£7,000 - 10,000 €7,900 - 11,000 US\$9,800 - 14,000

### Provenance:

Property from a private collection, UAE

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

- Adam Henein

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

Seated Figure bronze sculpture signed "A.HENEIN" and marked "3/8", number 3 from an edition of 8, executed in 1991 height: 107cm

£60.000 - 100.000 €68,000 - 110,000 US\$84,000 - 140,000

### Provenance:

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

Bonhams are delighted to present this magnificent and rare sculpture by one of the most prominent Arab sculptors of our time. This bronze sculpture was executed in 1991 whilst Henein was still residing in Paris and is a fine example of Henein's mature work.

Abstract forms, pure volumes and dynamic movement characterise his mature works. Sitting Figure is elegantly striking by its expressive and asymmetrical rendition and the simplicity of its planes. This artwork embodies a sense of simple monumentality and timelessness that is characterised by an allusive simplification of form that is both modern and archaic. The sculpture is elegant, coherent and a characteristic style of its own that is undeniably inspired by both ancient Egyptian Pharaonic art and European Modernism while reflecting the sophistication of the artist. Depicting what looks like a woman sitting, the work with its sharp edges beautifully renders the figure in the traditional galabiya or long traditional robe worn by many Egyptian women.

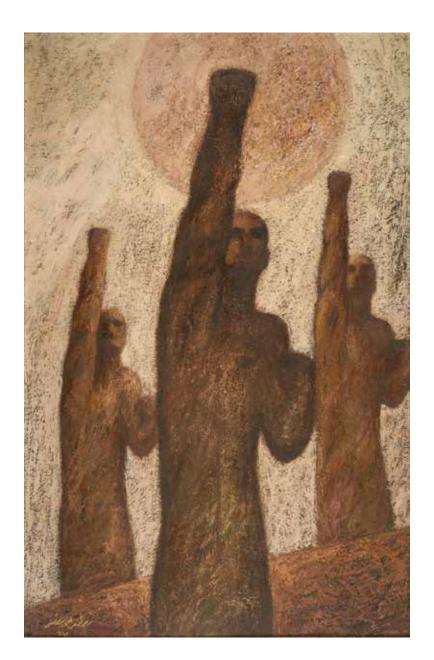
Adam Henein was born in Cairo in 1929 into a family of metalworkers. In 1953, he graduated from School of Fine Arts, Cairo, he went on to receive a two-year grant to study at the Luxor Atelier. The atelier was established a decade earlier by the notable Egyptian artist and scholar Mohamed Nagi to promote Egyptian art education in school circular. In 1954 and 1956 Henein received the Luxor price for his artistic achievements. Two years later, he received a diploma in advanced practices from the Munich Academy in Germany.

In 1971, Adam Henein was invited to participate in an Egyptian contemporary art exhibition in Paris at the Musée Galliera. He spent the next two and half decades, from 1971 to 1996 in Paris pushing his practice through sculpture and painting and continued focusing on ancient Egyptian themes and traditional materials. The early 1970s marked an important evolution in Henein's artistic practice, whilst in Paris he was given the opportunity to be exposed to the work of great western modern sculptors and artists whose freedom of interpretation he found to be deeply inspiring.

In the late 1990s Henein returned to his homeland. He contributed greatly to his Egypt's cultural landscape, particularly in Aswan where he established the city's annual International Sculpture Symposium. Upon his return to Egypt he was also appointed by the Minister of Culture to head the design team involved in the restoration of the Great Sphinx in Giza. Henein was awarded Egypt's State Medal, the State Merit Award, as well as the Mubarak Award in the arts. His works have been exhibited at the Institu du Monde Arabe in Paris, the Metropolitan Museum of Art in New York, The MATHAF in Doha, The ASB Gallery in Munich as well as in London and Rome.

Throughout his vast career Henein produced a significant number of large and small-scale sculptures handling a variety of different mediums such as bronze, granite, plaster, limestone and terracotta. In 2014, the Adam Henein Museum opened its door in Cairo's Al-Harraniya district, which is a priceless gift from the artist himself to his native country. The museum is dedicated to the largest collection of Henein's sculptures as well as featuring some of his paintings.





### MOSTAFA AHMED (EGYPT, 1930-1999)

Resistance

oil on board, framed signed "Mostafa Ahmed" and dated "'67" in Arabic (lower left), executed in 1967 110 x 69cm (43 5/16 x 27 3/16in).

£8,000 - 12,000 €9,000 - 14,000 US\$11,000 - 17,000

### Provenance:

Property from a private collection, Cairo Acquired directly by the above from Mrs Salwa Abdelbaky, journalist and relative of the artist in March 2017

### Literature:

Dr Sobhy El-Sharouny, Painter Mostafa Ahmed, Dar El Sherouk, Cairo page 78

### Note:

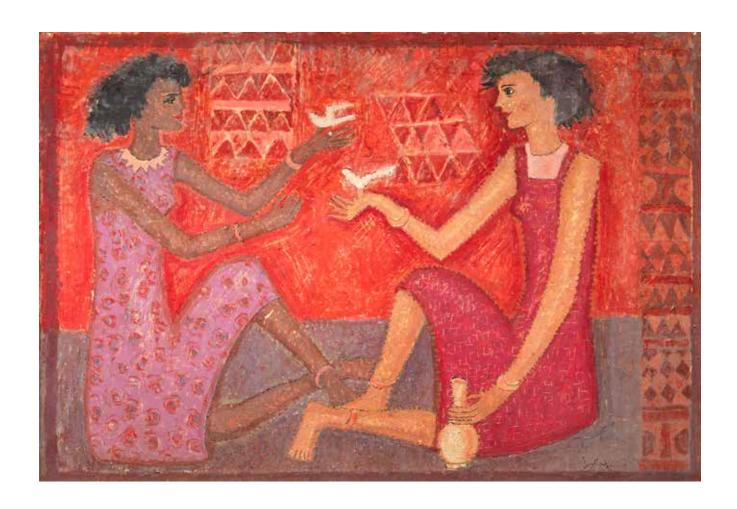
Accompanied by Certificate of Authenticity

Bonhams are pleased to be presenting Egyptian artist, Mostafa Ahmed to the market for the very first time. Ahmed was born in Cairo in 1930. In 1954, he obtained a Bachelor degree in Painting from the Cairo Faculty of Fine Arts. He went on to becoming an art professor at a high school in Cairo. In 1964, Ahmed received a state scholarship to study abroad. He exhibited in the Venice Biennale in 1966 and in the Alexandria Biennale in 1957 and 1968. Ahmed's artworks have been exhibited in Rome, Paris and Pennsylvania.

This painting "Resistance" was executed in 1967 subsequently after the tragic 6-day Arab Israeli war. On June 5, 1967, just three weeks after it marked the 19th anniversary of its founding, the state of Israel went to war with the armies of neighbouring Egypt, Syria and Jordan. What would come to be known to Israelis as the Six-Day War and to Arabs as the June War, saw the defeat of three of the mightiest armies in the region, in a total victory for Israel.

On the 9th of June President Gamal Abdel Nasser appeared on television to inform the Egyptian people of the defeat and announced his resignation. The present painting depicts three featureless male figures under the scorching sun, raising their right arms in protest, solidarity and defiance against the Israeli defeat and Nasser's resignation. Hundreds of thousands of sympathizers poured into the streets in mass demonstrations throughout Egypt and across the Arab world rejecting his resignation chanting "We are your soldiers, Gamal!"

The outcome of the war altered the map of the Middle East for the foreseeable future - a result with consequences that destabilised the region and blocked the path to peace between Israel and Palestine until this day. The war re-drew the landscape of the conflict, expanded Israel's territorial claims and confirmed its military dominance in the region.



# SAYED ABDEL RASOUL (EGYPT, 1917-1995)

Two Women with Doves oil on wood panel, framed signed "Sayed Abdel Rasoul" and dated "1975" in Arabic (lower right), executed in 1975 49 x 69cm (19 5/16 x 27 3/16in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,600 - 8,400

### Provenance:

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

"Most interesting are his self-portraits, which not only show his self-image and perception of self but also reflect the evolution of his style over the years."

-Dr Salah M. Hassan

30 \*

### **AHMED MORSI (EGYPT, BORN 1930)**

Self-Portrait with Cello oil on board, framed signed and dated "'52" (lower right), executed in 1952 67.5 x 54cm (26 9/16 x 21 1/4in).

£8,000 - 12,000 €9,000 - 14,000 US\$11,000 - 17,000

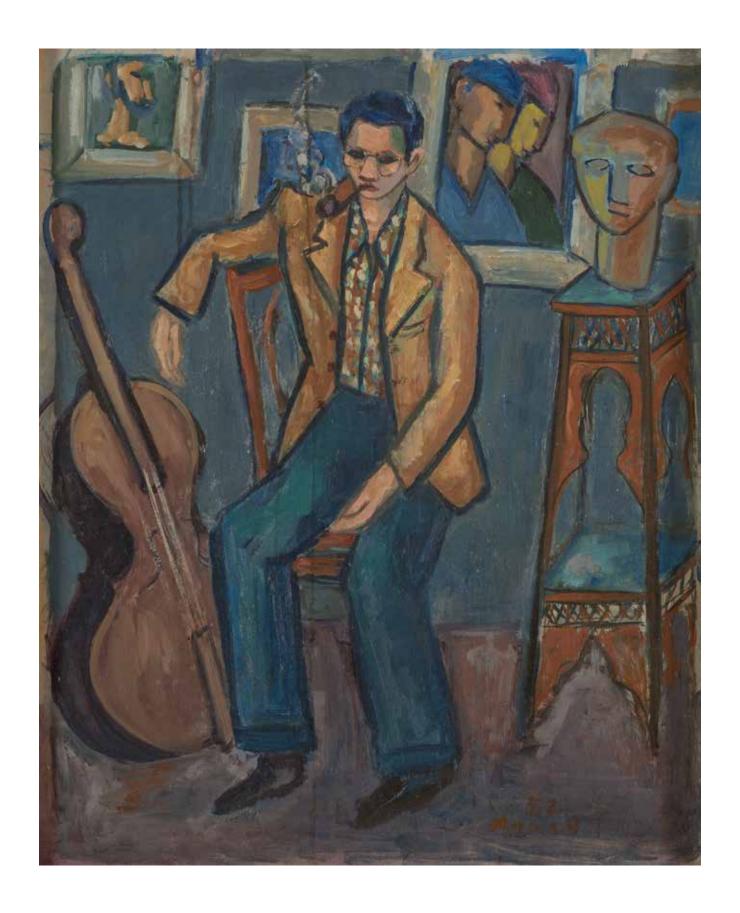
### Provenance:

Property from a private collection, Alexandria The artwork was gifted by the artist to Mahmoud Moussa in the early 1950s, thence by descent to the artists family

Ahmed Morsi was born in Alexandria, Egypt in 1930. We are delighted to be presenting one of the first self-portraits produced by Morsi to come to the market. This marvellous painting was gifted to the distinguished sculptor Mahmoud Moussa who was a dear friend of Morsi. Self-portrait with Cello was executed in 1952 during the period he was majoring in English Literature at the University of Alexandria. Between the years of 1952-1953, while undergoing his degree at university, Morsi was practising art alongside other prominent Egyptian artists at the Atelier of Silivio Becchi, son of Italian master Otorino Bechi in Alexandria.

By his early twenties Morsi was participating in major exhibitions with the most notable Egyptian modernists including Fouad Kamel, Abdul Hadi Al Gazzar, Hamed Nada and Mahmoud Moussa. His last studio in Egypt before moving to Baghdad in 1955 was the Alexandria Atelier and he was one of the few handpicked artists to be selected to exhibit at the opening of the city's Museum of Fine Arts.

Morsi's visual language tends to be theatrical in its representation of people and their mask-like faces, which in some cases are distorted and flattened into angular elements in which figuration turns into abstractions and flattened background that are surreal in their scheme of colours and spatial organisation. His compositions depend on certain components represented by wide open spaces broken by circles and triangles and divided by horizontal and vertical lines. His colour scheme is dominated by a combination of muted colours overlaid by darker shades of blue, green and gray and broken with sudden strokes of brighter colours such as red and yellow.





# **OMAR EL-NAGDI (EGYPT, BORN 1931)**

Portrait de jeune fille signed "O. El Nagdi", and dated "1969" (lower left), executed in 1969 45 x 50cm (17 11/16 x 19 11/16in).

£5,000 - 7,000 €5,600 - 7,900 US\$7,000 - 9,800

### Provenance:

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

Omar El Nagdi was born in Egypt in 1931. He graduated from the Faculty of Fine Arts, Cairo in 1953 and continued his training in Russia and Italy, graduating from the Academy of Venice in 1965. He held his first exhibition in Cairo in 1950. An active member of Cairo's art community, El Nagdi was a member of the Liberal Artist's group headed by Taha Hussein, and formed the Egyptian Mosaics Group in 1964. He received awards at three Alexandria biennials in 1966, 1968, and 1974.

Artist, philosopher, and musician Omar El Nagdi is renowned for his series of works based on singular forms of calligraphy. Initiated in the 1960s and 1970s, El Nagdi's practice creates rhythmic abstractions based on the repetition of the Arabic numeral for 'one' (wahed), which shares its form with the first letter of the Arabic alphabet, Alef. With minimal form, El Nagdi builds a pulsating and multi-dimensional composition that symbolises the indivisible nature of the divine.

The multi-disciplinary artist works in oil painting, watercolour, sculpture, etching, and mosaic. Over the course of his career, El Nagdi has refused to commit to one particular artistic style and identifies his inspiration as the diverse cultures of rural Egypt and Cairo's popular urban district of Bab Al She'reya. His work is held in private collections and museums all over the world. Omar El Nagdi lives and works in Cairo.



# OMAR EL-NAGDI (EGYPT, BORN 1931)

oil on canvas, framed signed "Omar El-Nagdi" and dated "61" (lower right), executed in 1961 150 x 150cm (59 1/16 x 59 1/16in).

£16,000 - 20,000 €18,000 - 23,000 US\$22,000 - 28,000

### Provenance:

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



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

Portrait of Salah Jahin signed "A.Henein" (on base) and marked "2/8", number 2 of an edition of 8, executed in 1961 height: 28cm

£14,000 - 18,000 €16,000 - 20,000 US\$20,000 - 25,000

### Provenance:

Property from a private collection, Cairo London, Modern and Contemporary Middle Eastern Art, Bonhams, 7 October 2014, lot 508 page 19 Property from a private collection, Cairo

### Literature:

Sobhy Al-Sharouny, A Museum in a Book: The Farsi Art Collection "The Egyptian Works" owned by Dr. Mohammed Said Farsi, Cairo, 1998, another edition of the present work illustrated in colour, p.318 and illustrated p.316 ref 6/41

Mona Khazindar, Adam Henein, Skira 2006, another edition of the present work illustrated on p.66



**MOHAMMAD EL FAYOUMY (EGYPT, BORN 1963)** 

bronze signed in Arabic and numbered 1/8, this work is number one from an edition of eight height: 92cm

£12,000 - 15,000 €14,000 - 17,000 US\$17,000 - 21,000

# Provenance:

Property from a private collection, UAE London, Bonhams Modern & Contemporary Middle Eastern Art, Tuesday 8 April 2014 page 114



Art D'Égypte is a privately owned Egyptian multidisciplinary company that works closely with curators to provide curatorial services to artists, art centers and foundations, art projects, public spaces, museums and art appreciators. The team has a strong background and extensive experience in the Egyptian art market. The company aims to promote Egyptian artists and the art scene locally, regionally and internationally.

Through raising funds Art D'Égypte aims on supporting young artists or artists that have scare funds in publishing their work. The company also sets itself the target of bridging the gap between the Egyptian artists and the world. The company works towards filming documentaries on modern Egyptian artists starting with Alexandria. Cataloguing Egypt's modern and contemporary art heritage is a further goal of the company.

Art D'Égypte is working on organizing yearly pop up shows in historical spaces for the first time in Egypt. The shows will allow the world to experience Egypt and its visual arts from a new angle. The objective is to raise awareness and aid NGO's to raise funds to revive its heritage. That is considered world heritage.





35 36

35 \*

# SAID BADR (EGYPT, BORN 1965)

History Guards executed in 2007 gray granite height: 110cm

£3,000 - 5,000 €3,400 - 5,600 US\$4,200 - 7,000

### Provenance:

Property from the collection of Art D'Egypte

One could be forgiven, at a glance for mistaking Said Badr's History Guards as a normal fixture of an ancient Egyptian gallery. Yet, while reminiscent of museum arrangements, such as so many in the Egyptian Museum, Badr's works are reformed under the influence of a more contemporary and abstract character. Informed but not overpowered by the weight of history, these imposing 'Guards', now as eternal as the ancient monuments themselves, stand with a new task of protecting a wider human history of all cultures.

36 \*

### SARWAT EL BAHR (EGYPT, BORN 1944)

mixed media on canvas executed in 1985 100 x 100cm (39 3/8 x 39 3/8in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,500 - 4,900

### Provenance:

Property from the collection of Art D'Egypte

In this present lot, Sarwat El Bahr sums up the eternal fascination and mystery of the pyramids, which are present and important to the Cairo skyline today as in the past. El Bahr's Pyramids appear to fade into the background, beyond our grasp, helping the modern viewer feel as an ordinary ancient Egyptian might once have done- overwhelmed and out of place in the sacred space of the pharaohs.







37 \*

# KHALED HAFEZ (EGYPT, BORN 1963)

Angels Out mixed media on canvas executed in 2015 200 x 500cm (78 3/4 x 196 7/8in).

£28,000 - 35,000 €32,000 - 39,000 US\$39,000 - 49,000

#### Provenance:

Property from the collection of Art D'Egypte

For over two decades multimedia artist Khaled Hafez explores the continuous reproduction of dichotomies of the past versus present, legend versus fiction, east versus west, good versus evil, male versus female and sacred versus commercial within the popular consumer culture of his native Egypt, France and the United States. His monumental mixed media paintings ask the viewer to consider the actual difference between reality and the artificiality that comprises our post-modern culture by manipulating and recycling images from media and advertising. From afar, Hafez's canvases resemble the tomb paintings of ancient Egypt. Hafez's striking paintings are inspired by the movement inherent in Ancient Egyptian paintings, where all painted elements, figures, shapes and animals were in motion rather than caught in a static pose.

"In all my practice, I try to break this barrier between east and west because I don't believe that there is any eastern idea or western idea alone, if you take Anubis the idea crosses boundaries crosses seas come's back two thousand years later from a different part of the world as batman."- Khaled Hafez

In this artwork, the pumped-up bodybuilders take regal strides across the canvas or assume the pose of the Egyptian god of the underworld, Anubis. A female model with cow horns and a mark takes on the persona of Hathor, the Egyptian goddess of internal love who was one of the most important and popular deities, worshipped by royalty and common people alike. Up close, the "ordinary" people have wings, becoming angels, and tears of paint runs down the canvas.



"Whether in video or painting I tackle the same notions and elements that help me explore the concept. I explore through different aspects of this complex identity. I have a theory, I call the Big Mac Theory of Egyptian identity: Egypt is African, Middle Eastern, Arab-Islamic, Judo-Christian, Mediterranean, Middle Eastern and before all: it is Ancient Egyptian as well. Each of those aspects is a strata, a horizontal "slice". It is a big mistake to consider only one layer to describe the Egyptian identity, and leave other layers. One layer is never sufficient." - Khaled Hafez

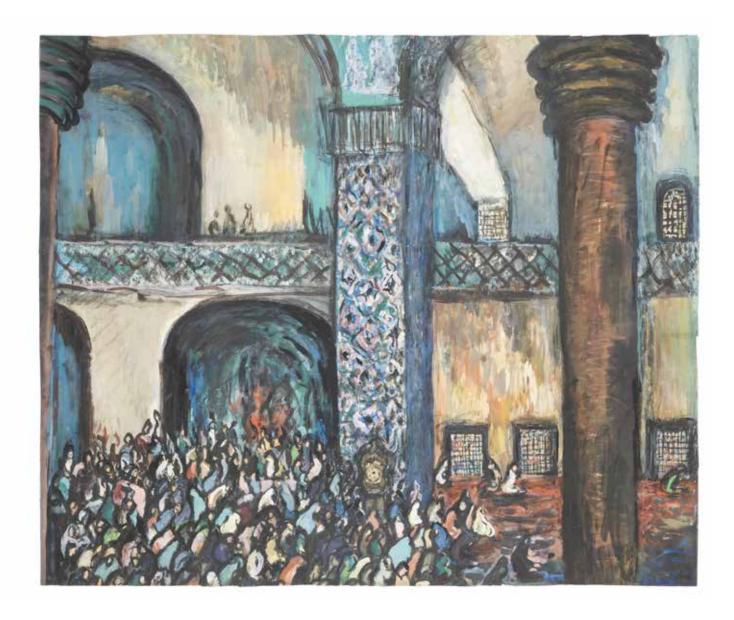
Khaled Hafez was born in Egypt in 1963. He obtained a degree from Cairo's Faculty of Fine Arts in the late 1980s and subsequently received a Master's degree in New Media and Digital Arts from the Transart Institute in New York and the Danube University in Krems. Hafez's works are housed in the distinguished collections of the State Museum of Art, Thessaloniki; The British Museum, London; the Saatchi Collection, London; and the Maraya Art Centre, Sharjah, among others. Hafez has also contributed to large-scale events such as the TRIO Biennial, Rio de Janeiro (2015); Venice Biennale (2015, 2013); FotoFest, Houston (2014); and the Havana Biennial (2012).

The artist's recent exhibitions include the first Biennial of the South, Caracas, Venezuela, (2016); Mdina Cathedral Contemporary Art Biennale, Malta (2015); Ayyam Gallery - 12 Alserkal Avenue, Dubai (2015); Palais De La Culture, Constantine (2015); Galerie Naimah Schutter, Berlin (2013); AB Gallery, Emmen (2013); and Meem Gallery, Dubai (2013). His video works and films have screened at the Rotterdam International Film Festival (2012); the CPH: DOX/ Copenhagen Film Festival (2011); and the New Museum's African Film Festival, New York (2010).









# FAHR EL-NISSA ZEID (TURKEY, 1900-1991)

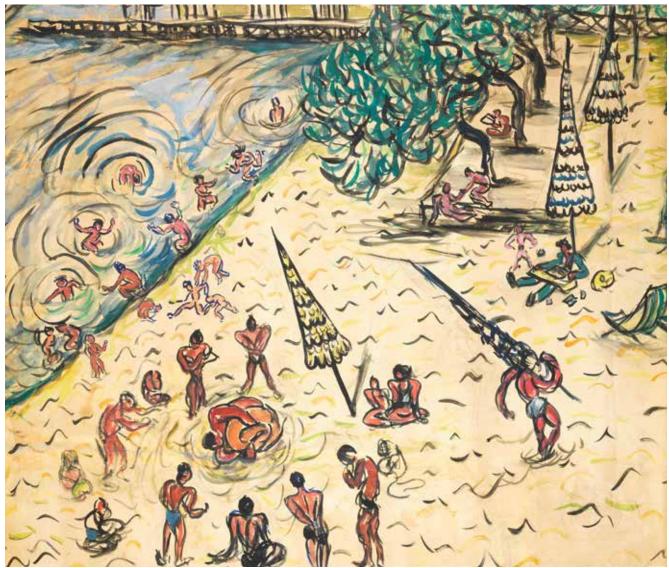
Interior of the Blue Mosque in Istanbul - The Turkish Seaside mixed media on cardboard, with additional composition on the verso executed circa late 1930s 65 x 77cm (25 9/16 x 30 5/16in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

# NO RESERVE

# Provenance:

Property from the private collection, London Property from the collection Fahr-El Nissa Zeid's personal assistant Gifted directly from the artist circa 1970's



(verso)

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

Profusely creative and astoundingly versatile Fahr El Nissa Zeid was an artist par excellence. One of the first women to attend the Fine Arts Academy in Istanbul, Fahr El-Nissa went on train at the Academi Ranson in Paris under Roger Bissiere. After marrying into the Hashemite Royal family of Jordan Fahr El-Nissa participated in a spate of international solo exhibitions in London, Paris, and New York and the Middle East before settling in Amman in 1976, after the death of her husband Prince Zeid.

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

Rula Shukairy Hoow can be Jamous a Creator who gives to The world, the splendour of hor immoworld in her compositions if the genius in her as it is in Pulla, does not ivadiate with intense light parties and depths of her being sin the mysterious I am absolutly brulled to discour and Exhibition!! Of bless her! all yordanians will be happy and prout in visiting the Exhibition. The Effection

"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



# A RARE AND EXQUISITE PORTRAIT BY FAHR EL-NISSA ZEID

"I have discovered such a talent in Rula, so silent but so deep in thought and power"

- Fahr El-Nissa Zeid

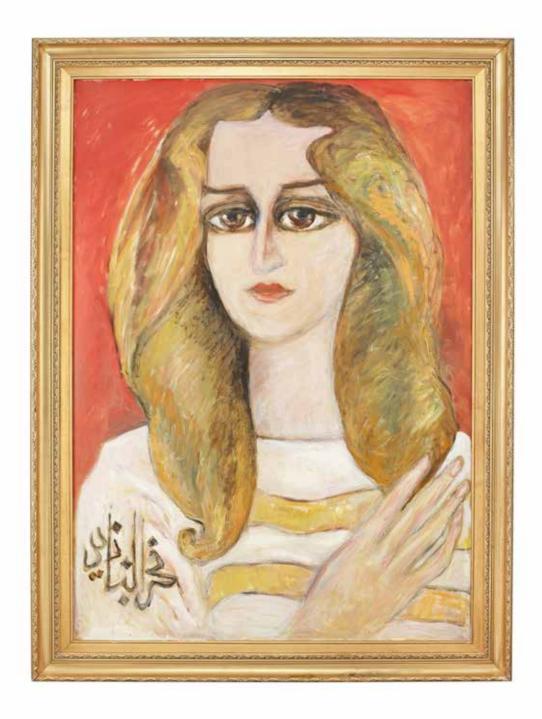
Bonhams is delighted to present a seminal painting from one of the Middle East's most ground-breaking and celebrated painters: this larger than life portrait depicts Rula Kaddura Shukairy, a beloved student and friend of Fahr El-Nissa Zeid who would go on to be one of her most successful pupils.

Shukairy and Zeid enjoyed a close personal relationship with the Princess celebrating the "splendour" of Shukairy's "inner world", the two formed a bond which would last throughout the artist's final years in Jordan.

After becoming acquainted with Fahr El-Nissa in the early 1980's, Shukairy, who was herself from a prominent Palestinian family, went on to become a student at the Fahr El-Nissa Zeid Institute for Fine Arts in Amman. Having captured the heart of the Princess, Rula's landmark 1989 exhibition would be patronised by Zeid herself. This remarkable portrait, depicted with a sense of classical nobility and aristocratic grace, is a manifestation of the admiration and high regard which the artist had for her young and alluring student.

The present work is a critical example 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 Zeid's long career stem from this period including her magnificent Self Portrait "Someone from The Past", currently one of the centrepieces of the Artists travelling retrospective.

Superlative quality, monumental scale, distinguished provenance and important subject matter, form to make these some of the most rare and exquisite portraits by Zeid ever to come to the market.



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# FAHR EL-NISSA ZEID (TURKEY, 1900-1991)

Portrait of Rula Shukairy oil on canvas, framed signed "Fahr El-Nissa Zeid" (lower left), executed in 1984 132 x 93.5cm (51 15/16 x 36 13/16in).

£100,000 - 200,000 €110,000 - 230,000 US\$140,000 - 280,000

#### Provenance:

Property from the private collection of Rula Shukairy, Amman Acquired directly from the Artist in 1984

# **FAHR EL-NISSA ZEID**

1900 - 1991

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 Hanim was from Crete. Her immediate family included the writer and artists Cevat Şakir Kabaağaçlı, Fureya Koral and Alive 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". Faherelnissa 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 Izzet 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, Izzet 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 Devrims were favourite guests of the Turkish President Ataturk and attended events at the Dolmabahce 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 Ataturk at the conference on the transition from Arabic to Latin script.

Later in 1928, the Devrims went to Paris for Fahr El-Nissaa to continue her studies at the Académie Ranson under Roger Bissiere (1888-1964), one of the exponents of the abstract Tachisme style. Encouraged by her tutor Bissiere, 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-Nissa'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 Buyukdere, 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 Ismet, 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 o Budapest to concentrate on painting, concentrating on scenes of city life; cafe scenes people sitting on church steps and ice skaters.

In the summer of 1941, the family moved back to their villa at Buyukdere, 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.

#### FAHRELNISSA 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.

#### Amman Period

Settling in Jordan in 1975, Fahrelnissa would live in a guiet 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 decor 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 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.



Zeid with Rula Shukairy

#### 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 cloisonnisme: 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'.

"I am so happy to see that the Jordanian public begins to understand the paintings of our new star Rula Shukairy who has shown with her work what abstraction really is!"

- Fahr El-Nissa Zeid

"Rula's paintings are non-representational, but still can be read, and that depends on the viewer's personal experiences, demands, hates, lusts, wishes and feelings. Her art is spiritual – a landscape of the soul. Manmade work is often struck down as meaningless, but in Rula's art, we discover ourselves in talking about it, in reading the reality of our life, we discover our feelings in her paintings"

- Hanz Peter, Curator, Dusseldorf Museum, Germany



Zeid with Rula Shukairy

# 39A \* **RULA SHUKAIRY (JORDAN, BORN 1957)**

Walking on Light oil on canvas, framed signed "RULA" (lower left), executed in 2010 103 x 123cm (40 9/16 x 48 7/16in).

£14,000 - 18,000 €16,000 - 20,000 US\$20,000 - 25,000

Rula Al-Shukairy was one of Fahr El-Nissa Zeid's most promising pupils; an alumnus of the Princess Fahr El-Nissa Institution for Fine Arts, and having studied Art at the American University of Beirut which included an experience of painting with renowned Lebanese artist Paul Guiragossian, Rula developed her signature brand of subjective abstraction

Rula has presented her work in dozens of solo and group exhibitions. in the Darat Al Funun and Royal Cultural Centre in Jordan, in Saudi Arabia and in numerous other exhibitions both in Jordan and abroad, including at Petras Bank, Jordan University, and the French, Spanish and Italian cultural centres.

Instinct has played a large role in the art of Shukairy. Painting by intuition, and perhaps because she does so, her work arouses primordial feelings rooted within us all. Bursts of lyrical colour, flowing and intersecting characterize the present work, indicating an instinctive drive towards a pure and immediate abstraction.



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# LOUAY KAYYALI (SYRIA, 1934-1978)

The Lottery Boy or 'Seller of Yanaseeb' oil on canvas, framed signed "Kayyali" and dated "'76" in Arabic (lower right), executed 1976 93 x 73.5cm (36 5/8 x 28 15/16in).

£30,000 - 50,000 €34,000 - 56,000 US\$42,000 - 70,000

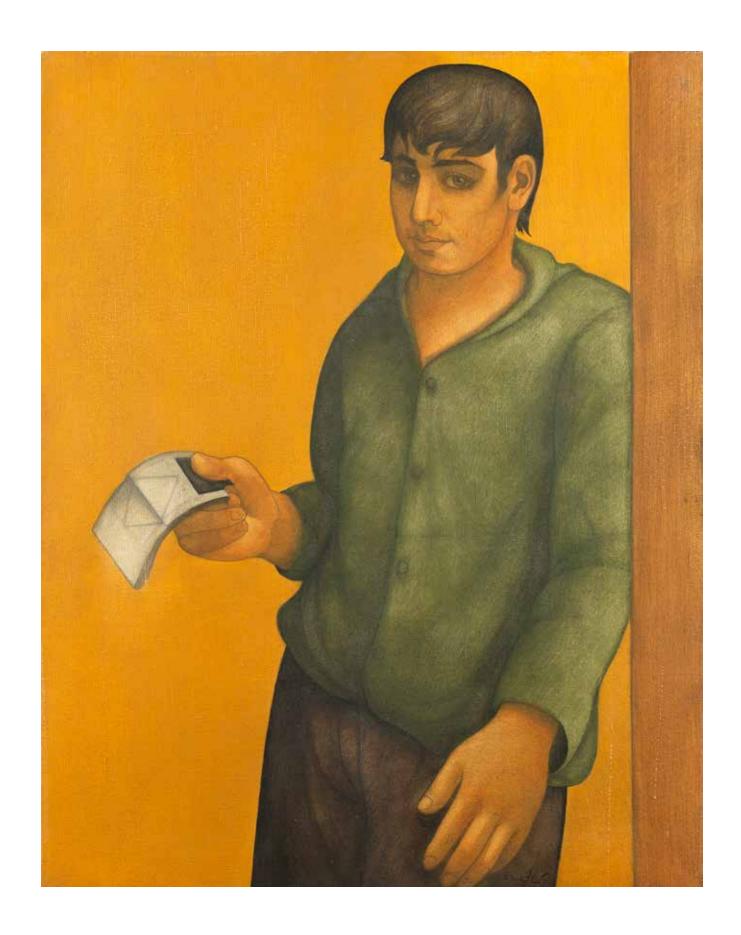
#### Provenance:

Property from a private collection, Cambridge Dubai, International Modern & Contemporary Art Auction, Bonhams, 3 March 2008, lot 43 (front cover and illustrated on page 77) Formerly in the private collection of the late Hadba Qabbani, daughter of the late poet Nizar Qabbani Acquired directly from the Artist by the above.

Louai Kayyali is remembered as one of the most sought-after Arab artists of the Modernist era. We are delighted to be presenting Kayyali's Lottery Boy back to the market after ten years of being in private hands. This remarkable piece was the cover lot of our March 2008 Modern & Contemporary Middle Eastern auction catalogue. The painting was formerly in the distinguished collection of the late Hadba Qabbani, daughter of the late Syrian poet Nizar Qabbani, who acquired the painting directly from the artist. This painting was executed in 1976, two years before the artist's tragic death at the age of 44.

Louai Kayyali was born in Aleppo, Syria in 1934. Kayyali received an art scholarship in 1956 to study at Rome's Academy of Fine Arts. He participated in numerous exhibitions and fairs during his time in Italy, including representing Syria along with Fateh Al Moudarres at the 1960 Venice Biennale. In 1961, Kayyali returned to Syria where he took up a professorship at the Damascus Higher Institute of Fine Arts. After the Arab defeat in the Six-Day War with Israel in 1967. Kayvali abandoned painting due to depression. In the early 1970s, he returned to painting and began producing numerous paintings depicting everyday people from the streets of Syria's cities such as newspaper seller and shoeshine boys and The Lottery Boy falls into this category.

Lottery Boy or 'Seller of Yanaseeb' is a prime example of Kayyali's mature period in which key characters merge to the forefront. In this body of work, Kayyali highlights the protagonist's struggle and vividly captures how the political upheaval affected the Syrian population's demeanour, shaping the culture and society that lead to a prevailing poverty and societal marginalisation. Kayyali displays a sad affection for the solitary dispossessed peasant boy standing on the street corner trying to sell lottery tickets who is forced into a menial job instead of going to school and getting an education. These mesmerising portraits condensing all minor detail articulates the softness and vulnerability of Kayyal's subjects. Melancholy, resignation and solitude best characterise much of Kayyali's work after the 1967 war and the sentiments of political failure in Syria and the Arab world in general. His paintings externalised the pressing humanitarian and political issues that surrounded him. Kayyali's powerful depictions of ordinary people are characterised by strong fluid lines that define the figures and the absence of extraneous detail.



# **VOYAGE OF DISCOVERY**

Works from a Private Collection, England

With an eye for quality, the creator of this collection has lovingly accumulated a selection of works which speak not just of the artistic genius of the Middle Eastern artists who created them, but also the interconnectedness of artists working in different countries in the Middle East Throughout the centuries, collectors have been fascinated by the art and culture of the Middle East.

From the late 16th Century onward the steady stream of works into Europe became a flood as the mania for all things Middle Eastern exploded; and while relations between Europe and the Middle East have always been complex and sometimes fraught during the centuries that were to follow, the demand for works of art has never waned.

To the European eye the Modern Art of the Middle East represents something somewhat isolated from the aesthetics of Western Modernism: whilst making use of Western artistic training Middle Eastern art has its roots within a radically different culture and society. Oil on canvas has always been the staple of Western art, yet carving, sculpting, weaving and writing have long remained the realm of Middle Eastern artists.

With formidable examples from Iraqi, Iranian, Egyptian and Syrian artists, this small but sharply curated group highlights the common cause, and common skill that unifies artists from the Middle Fast.

# 41 \*

# **SAAD SHAKIR (IRAQ, 1935-2005)**

Untitled (Turquoise) ceramic Stamped "Saad Shakir" in Arabic (lower left) 35 x 24cm (13 3/4 x 9 7/16in).

£10,000 - 15,000 €11,000 - 17,000 US\$14,000 - 21,000

# Provenance:

Property from a private collection, England

Saad Shaker is considered as the father of modern ceramic art in Iraq, and among the leading ceramists of the Arab world. His works, consisting of morphological shapes which allude to the natural forms of plants, shells or geology, are widely known. His ceramics combine tremendous skill in execution with delicate, sensitive use of colour.



# 42 \*

# **SAFWAN DAHOUL (SYRIA, BORN 1961)**

acrylic on canvas, framed signed "Safwan" in Arabic and "Dahoul" in English, dated "'07" (upper centre), executed in 2007 160 x 150cm (63 x 59 1/16in).

£60.000 - 100.000 €68.000 - 110.000 US\$84,000 - 140,000

#### Provenance:

Property from a private collection, England

Safwan Dahoul's "Rêve" paintings are one the most recognised bodies of work in contemporary Arab art. Each one of his oversized acrylic paintings are prompted by its predecessor, whilst simultaneously informing the next as each one carries an individual narrative. In this series of works, Dahoul explores the uniqueness of each dream and the emotional state of each individual.

The female figure in this painting thought to be a depiction of the artist's wife in her dying month appears to be in a state of transience as the title Rêve or Dream suggests. Here the protagonist's face is positioned in the upper right of the canvas, as if separate from the fragile body resting over her knees. She appears to be laying helplessly in a shielded fatal position on a bed of nails, however her face is lit with serenity and peacefulness. Like a mask, her face bears empty frozen emotion with her eyes are silently shut. Dahoul's visual interpretation of a dream attempts to bridge the gap between the conscious and the subconscious mind.

This hauntingly beautiful painting possesses Dahoul's signature use of monochrome and minimalist two-tone colour palette. His ability to create positive and negative space allows him to capture his recurring themes of confinement, alienation, solitude and longing and thus exploring their physical and psychological effects. Each of the paintings allow for infinite interpretations; Dahoul encourages the viewer to engage and connect with the artwork depending on each individual's personal experiences yet the underlying meaning behind the Rêve paintings seems to remain the same.

Safwan Dahoul was born in Hama, Syria in 1961. After graduating from the Faculty of Fines Arts in Damascus at the top of his class in 1983, he went on to receive a scholarship to study abroad from the Ministry of Higher Education in 1987. In 1997, Dahoul obtained a doctorate from the Higher Institute of Plastic Arts in Mons, Belgium. Since then he has participated numerous international art fairs, and solo and group exhibitions throughout the Middle East, Europe and the US. He is amongst the highest grossing Middle Eastern artists to date, his outstanding auction sales and blockbuster show have made him widely popular with regional and international collectors alike.

"Painting the 'Dream' series is like writing my memoirs. The woman in my paintings represents me, and she is changing because I have changed with time. Today, the reality surrounding us is so harsh that you cannot ignore it even while dreaming. In fact, the situation in Syria is so surreal that I cannot believe it is really happening. I keep questioning whether it is reality or a bad dream: and I feel embarrassed to call it a dream."

- Safwan Dahoul





ISMAEL FATTAH (IRAQ, 1934-2004)

Face

bronze

stamped "Ismail Fattah" in Arabic, inscribed "Strassacker", number 6 from an edition of 9, executed in 2003 height: 37cm

£12,000 - 15,000 €14,000 - 17,000 US\$17,000 - 21,000

#### Provenance:

Property from a private collection, England

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

- Jabra Ibrahim Jabra



# PARVIZ TANAVOLI (IRAN, BORN 1937)

signed "Parviz", dated "'07", number 9 from an edition of 10, executed in 2007 height: 24cm

£8,000 - 12,000 €9,000 - 14,000 US\$11,000 - 17,000

# Provenance:

Property from a private collection, England

# **PARVIZ TANAVOLI (IRAN, BORN 1937)**

Red Heech fiberglass signed "Parviz" and dated "06" (lower right), number 10 from an edition of 25, executed in 2006 height: 90cm

£14,000 - 18,000 €16,000 - 20,000 US\$20,000 - 25,000

#### Provenance:

Property from a private collection, England

Parviz Tanavoli maintains that "heech" (the Persian word for "nothingness") is a subject which has served not only as the lifeblood of his work, but has been a figure upon which, in his own words, he has "bestowed his heart".

Tanavoli's depiction of the heech is enigmatic both in form and conception; belying the nothingness of its namesake, it has a rich persona brimming with meaning, galvanizing in the material a spiritual concept which has occupied Persian mysticism for centuries.

Whilst the idea of nothingness in the Persian mystical lexicon equates to the spiritual achievement of extinguishing notions of self-hood and attachment, for Tanavoli, the idea of "heech" has a far more familiar occurrence and is not confined to the spiritual realm.

"In my mind, it was not life that amounted to nothing, but rather nothing which brimmed with life itself"

- Parviz Tanavoli

For Tanavoli, the notion of heech is not the privilege of a mystical enclave, Tanavoli's nothingness permeates everything, it is an animating and creative force; it is the nothingness that precedes creation, the nothingness out of which we are born, from which ideas come to life and out of which bonds are formed. The shared plight borne by the brute inevitability of nothingness, for Tanavoli, has a binding quality, and through this, his heech takes a life like form.

With its elegant curvilinear shape and hollow eyes, the heech is anthropomorphized, gazing playfully at its viewer. Its stretched contours and colourful exterior give the heech an almost playful aura, one which reminds us that even the most profound poets and philosophers of the Persian mystical pantheon, saw revelry and mischief as one of the key palliatives to the burden of existence







"Every door bears a shape different to the other doors. My aim is to direct and draw the attention to the possibility of benefitting from our artistic heritage while giving it a new shape.

The modulation of sculpted lines in my figures, has been one of the focal points of my work for many years; what drew me in particular to the configuration of these forms is the dual appearance of both conflict and interplay between them. The union and fusion of sculpted figures is an integral part of my work and presents us with a constantly changeable relationship between form and meaning"

- Mohammad Ghani Hikmat

# A SET OF MONUMENTAL CARVED DOORS BY MOHAMMED GHANI HIKMAT

1975 - 1976

46

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

Bab El Gharbaa (Gateway to the West)

carved wooden entrance: consisting of two doors set within a scrolling border and mounted by a large frieze; carved on both sides, includes two large sculptured door handles, all fixtures and mechanisms included, excludes keys

inscribed "M. Ghani 1975" (lower right of the top panel) and further inscribed "M.Ghani 1976" in Arabic (upper centre of the left door), executed between 1975-1976 overall dimension: 330 x 236 cm

£50,000 - 80,000 €56,000 - 90,000 US\$70,000 - 110,000

Each door: 216 x 110 x 7cm Upper panel: 95 x 237 x 12 Bronze handles: 41cm

#### Provenance:

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

#### Literature:

Al-Adib, Mohammed Ghani, 1994 illustrated on page 28 and 35

Unique and exceptional, Mohammed Ghani's colossal set of carved doors are one of the most impressive, imposing and intensely executed examples of Iraqi ever to come to auction. Unfathomably intricate and painstakingly carved on both sides, they provided the sculptor with the ultimate canvas on which to demonstrate his flair and virtuoso talent. A private commission from a distinguished collector who used the doors as the main entrance to his villa in the German countryside, the doors which are in miraculous condition, have served as both a functional gateway and sculptural centerpiece of his family home for decades.

For a sculptor famed for his monuments it is hard to imagine a more fitting work to encapsulate his oeuvre. Short of a public statue this is the largest and most intricate work by Ghani ever to come to market and demonstrates the artist's skill at harmonizing compositions on a large scale. Built up with an array of sculpted panels, each individual element of his doorway is a superlative work of art in its own right, from the sprawling rectangular frieze above the central portal to the grand heavy bronze doorknobs that mount either side of the doors

In 1953, Mohammed Ghani Hikmat graduated from the Institute of Fine Art in Baghdad. He then travelled to Rome to train at the Accademia di Belle Arti, graduating in 1959. While in Italy, he also studied metals at the Instituto di Zaka in Florence, specializing in casting bronze. He subsequently taught sculpture at the Baghdad Institute of Fine Art and the College of Architectural Engineering at the University of Baghdad.

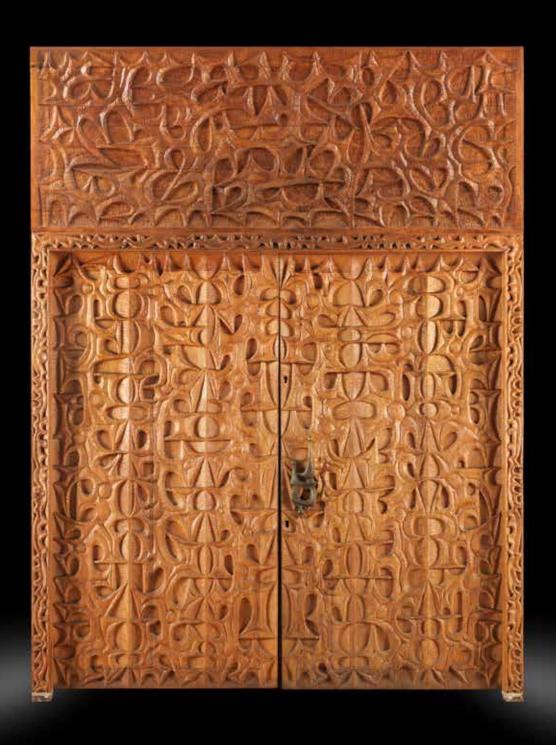
During his career, Hikmat was a prolific creator and exhibitor, and an active participant in the growing Iraqi art scene. He held several solo shows in Rome, San Remo, London, Beirut, and Baghdad. He also participated in most major national exhibitions in Iraq. He was a member of the Society of the Friends of Art and later the az-Zawiya



group headed by Faig Hassan. Significantly, Hikmat was also an influential member of the Baghdad Group of Modern Art (BGMA). Founded by his teachers and friends, Jewad Selim and Shakir Hassan Al-Said, the BGMA was arguably the most important artist society in modern Iraq and was dedicated to the idea that Iraq's heritage held a preeminent place within its modern art practice.

Hikmat fled Iraq a month before the United States-led invasion in 2003 and returned shortly after the Hussein regime fell. He found that looters had stolen about 150 of his works from the National Museum and that his studio and many of his sculptures there had been damaged.

Along with his own art production, Hikmat also assisted in major public works initiated by other prominent members of the artistic community. Foremost among them was Jewad Selim's Monument of Freedom for which Hikmat assisted and supervised the casting process in Florence. He also took over the project when Selim died prematurely in 1961. Another project was the much-contested Arch of Victory which stood for decades as a symbol of Saddam Hussein's dictatorship. Hikmat completed the massive installation when its original sculptor Khalid al-Rahal passed away in 1987. Despite the connection to the Hussein regime, any plans to dismantle the installation are still being hotly



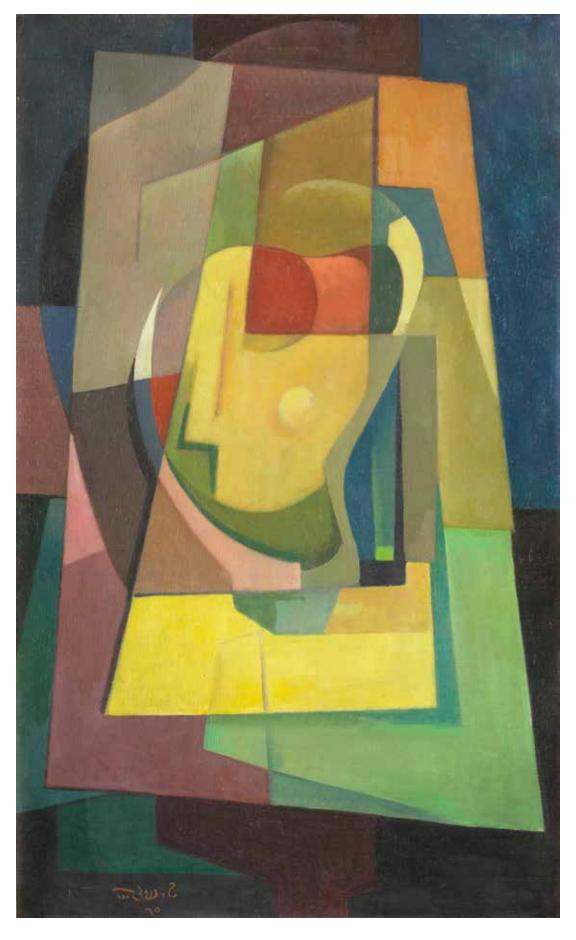
# HAFIZ DRUBI (IRAQ, 1914-1991)

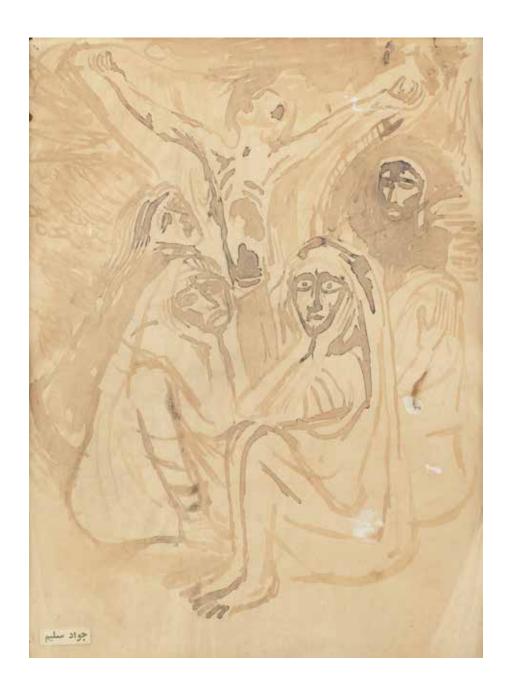
Abstract Model oil on canvas, framed signed "H. Drubi" and dated "'65" in Arabic (lower left), executed in 100 x 60cm (39 3/8 x 23 5/8in).

£15,000 - 20,000 €17,000 - 23,000 US\$21,000 - 28,000

# Provenance:

Property from a private collection, Germany





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

The Crucifixion ink on paper, framed labelled "Jewad Selim" (lower left), executed circa 1940s 30 x 20cm (11 13/16 x 7 7/8in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,600 - 8,400

# Provenance:

property from a private collection, Germany



# NIZAR SELIM (IRAQ, 1925-1982)

The Bakery oil on plywood, with an additional study on the verso signed "Nizar" (lower right) 81 x 68cm (31 7/8 x 26 3/4in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,600 - 8,400

# Provenance:

property from a private collection, Germany

50 AR

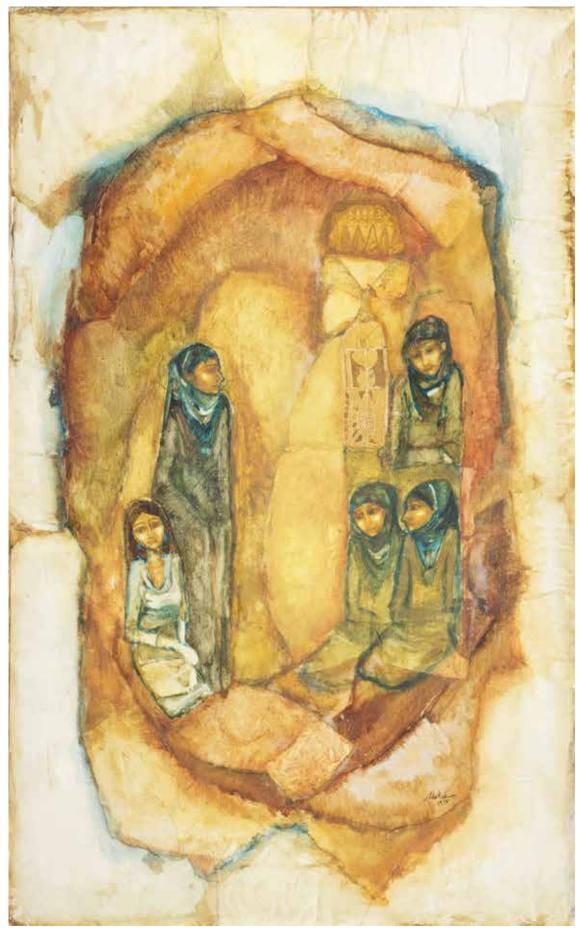
# **SUAD AL-ATTAR (IRAQ, BORN 1942)**

Five Women oil on panel, framed signed "Suad Al-Attar" and dated "1967" in Arabic (lower right), executed in 1967 61 x 30cm (24 x 11 13/16in).

£7,000 - 10,000 €7,900 - 11,000 US\$9,800 - 14,000

# Provenance:

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



51

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

Untitled (Baghdadiyat) oil on canvas, framed signed "F.H" and dated "1964" in Arabic (lower right), executed in 1964 66 x 50.5cm (26 x 19 7/8in).

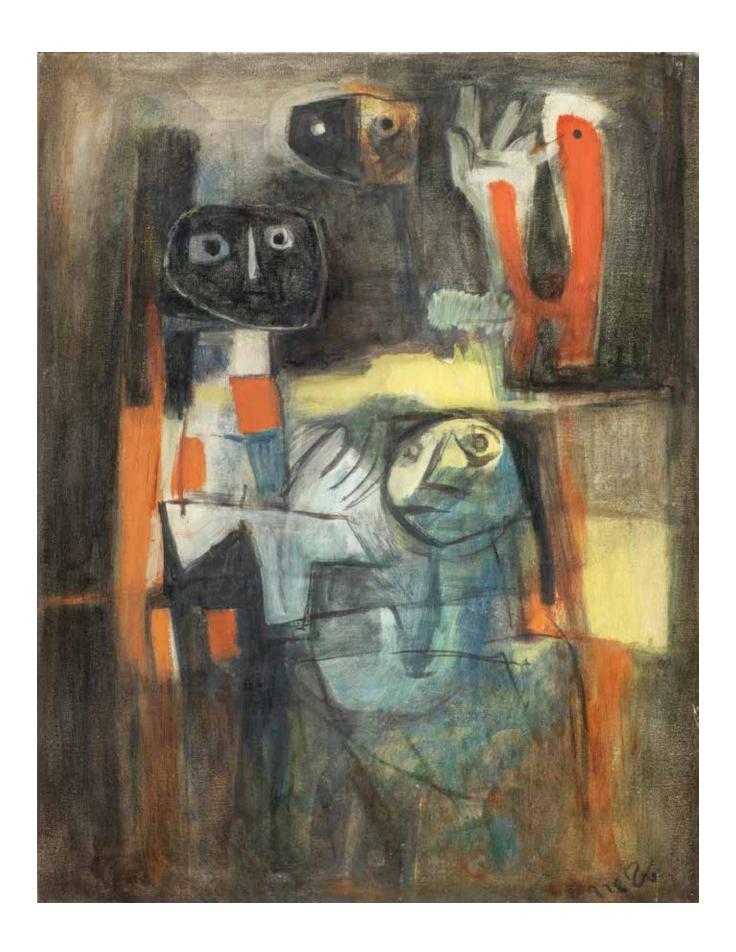
£18,000 - 25,000 €20,000 - 28,000 US\$25,000 - 35,000

#### Provenance:

Property from a private collection, Germany Acquired directly from the artist by the present owner's family. "Faik 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, labored under a clear Mesopotamian sun"

- Jabra Ibrahim Jabra, The Grass Roots of Iraqi Art





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

Horses oil on canvas, framed signed "F.H" and dated "1974" in Arabic, executed in 1974 65 x 76cm (25 9/16 x 29 15/16in).

£14,000 - 18,000 €16,000 - 20,000 US\$20,000 - 25,000

# Provenance:

Property from a private collection, Amman



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

Bedouins Weaving oil on canvas, framed signed "Faiq H." and dated "1961" in Arabic (lower right), executed in 63 x 75cm (24 13/16 x 29 1/2in).

£10,000 - 15,000 €11,000 - 17,000 US\$14,000 - 21,000

# Provenance:

Property from a private collection, London

53A \*

# SALIBA DOUAIHY (LEBANON, 1915-1994)

Milking the Cow oil on canvas signed "Saliba Douaihy" (lower right) 53.5 x 43.2cm (21 1/16 x 17in).

£15,000 - 25,000 €17,000 - 28,000 US\$21,000 - 35,000

# Provenance:

Property from a private collection, UAE



54 \*

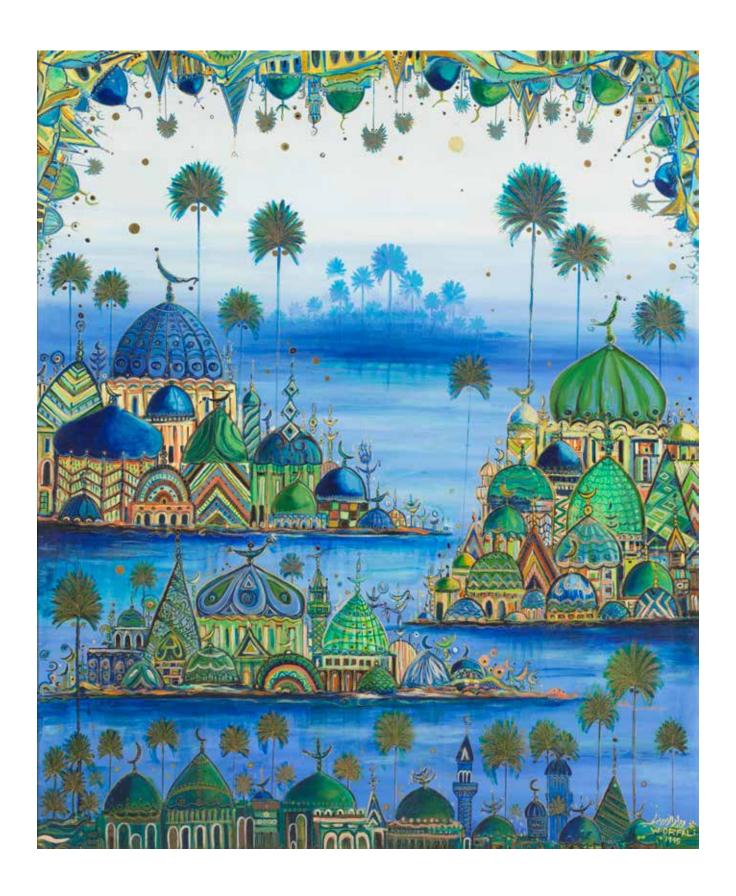
# WIDAD AL ORFALI (IRAQ, BORN 1929)

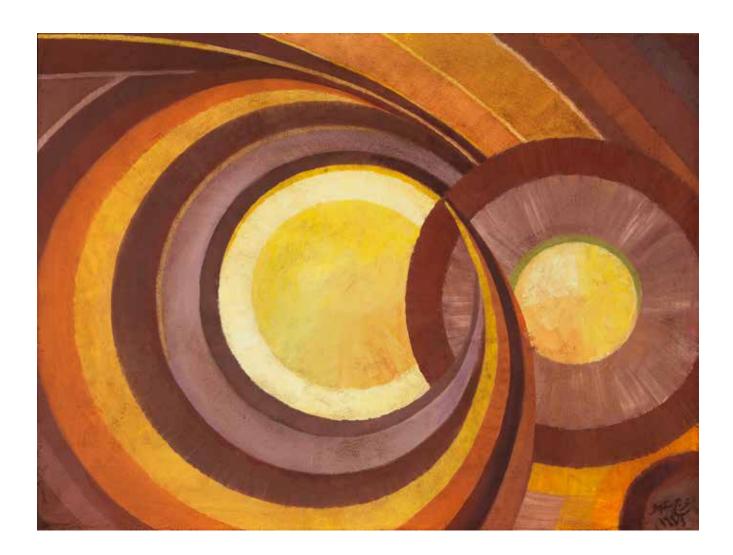
Oriental Dreamscape oil on canvas, framed signed "W. ORFALI" in Arabic and English and dated "1995" (lower right), executed in 1995 120 x 100cm (47 1/4 x 39 3/8in).

£25,000 - 35,000 €28,000 - 39,000 US\$35,000 - 49,000

# Provenance:

Property from a private collection, Amman





# FARAJ ABOU (IRAQ, 1921-1984)

Abstract Rainbow oil on canvas signed "Faraj Abou" and dated "1971" in Arabic (lower right) executed in 1971 50 x 65.5cm (19 11/16 x 25 13/16in).

£5,000 - 7,000 €5,600 - 7,900 US\$7,000 - 9,800

# Provenance:

Property from a private collection, Amman



# KADHIM HAYDER (IRAQ, 1932-1985)

Sunrise/Sunset oil on panel signed "Kadhim Haydar" in Arabic (lower right), executed in 1983 80 x 100cm (31 1/2 x 39 3/8in).

£18,000 - 25,000 €20,000 - 28,000 US\$25,000 - 35,000

# Provenance:

Property from a private collection, UAE Dubai, Christie's Modern & Contemporary Arab, Iranian & Turkish Art, 19 March 2014, lot 108 page 29









57 AR

# DIA AZZAWI (IRAQ, BORN 1939)

Hommage to Baghdad screenprint in colours on wove paper in ten parts, framed each print signed "AL-AZZAWI", dated "1982" titled "Homage to Baghdad No 1 -10" number 21 from an edition of 100 54.5 x 49.5cm (21 7/16 x 19 1/2in).

£15,000 - 18,000 €17,000 - 20,000 US\$21,000 - 25,000

#### Provenance:

Property from a private collection, London













"I once wrote in a letter to a friend: there are two species of birds. The migratory birds - they fly across continents, mountains, valleys, villages, see an incredible amount until they come to a new continent. And then there are those other birds that always sit in the home, a small tree, jumping from branch to branch. From this tree they look outwards unto the the world; I belong to the second type.

I grew up in an old Arab house where everything was "perfectly self contained". The town with its animals, green gardens, and the houses with their water fountains were all I knew. The water which was the life blood of each house, was etched in my memory - and also my art. My facial landscapes would be inconceivable without what I have committed to memory. My work, the heads, the faces, such expressions would be impossible without my store of experience.

The works are not a fixed interpretation of my experiences, but in continuous movement. As soon as you begin to understand the meaning behind them, they shift and again appear new."

- Marwan

58 \* AR

# MARWAN KASSAB-BACHI (SYRIA, 1934-2016)

Portrait of Eduard Erdle oil on canvas signed "MARWAN" and dated "77" (lower right), executed in 1977 81 x 100cm (31 7/8 x 39 3/8in).

£30,000 - 50,000 €34,000 - 56,000 US\$42,000 - 70,000

#### Provenance:

Property from a private collection, UAE

Sharjah, Maraya Art Centre, Marwan: Topographies of the Soul, 2014-2015





SAADI AL-KAABI (IRAQ, BORN 1937) Mesopotamian Forms mixed media on wood panel, framed signed "Saadi Al-Kaabi" and dated "1978" in Arabic (lower right), executed in 1978 91.5 x 91.5cm (36 x 36in).

£10,000 - 15,000 €11,000 - 17,000 US\$14,000 - 21,000

### Provenance:

Property from a private collection, Amman



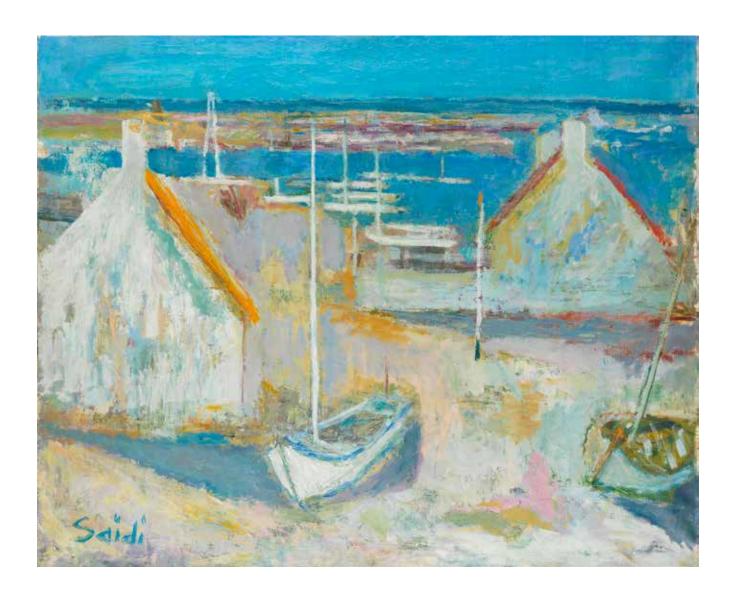
# KHALED AL MAZ (SYRIA, BORN 1938)

**Figures** oil on canvas signed "K. AL MAZ" and dated "2000" (lower left), executed in 2000 122 x 98cm (48 1/16 x 38 9/16in).

£10,000 - 15,000 €11,000 - 17,000 US\$14,000 - 21,000

# Provenance:

Property from a private collection, Amman



61 AR

# ABOLGHASSEM SAIDI (IRANIAN, BORN 1926)

View of the Bretagne Port oil on canvas, framed signed "SAIDI" (lower left) 81 x 101cm (31 7/8 x 39 3/4in).

£8,000 - 12,000 €9,000 - 14,000 US\$11,000 - 17,000

# Provenance:

Property from a private collection, Paris

"We are one with nature and any living being in this world and by connecting to all these magnificent beings we as humans become whole with a support system like no other. There is nothing more satisfying for a human being than feeling complete, supported and loved by the universe and to be able to transfer it to other people and living things creating better communities for a better future."

- Sassan Behnam-Bakhtiar



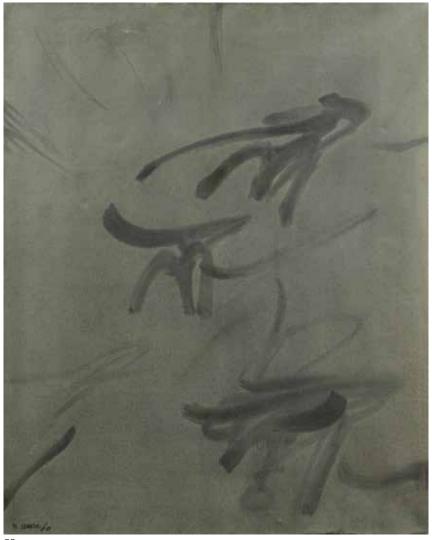
### SASSAN BEHNAM-BAKHTIAR (IRAN, BORN 1984)

Tree of Life (from the Oneness Wholeness in Nature series) mixed media on canvas executed in 2017 200 x 130cm (78 3/4 x 51 3/16in).

£10,000 - 15,000 €11,000 - 17,000 US\$14,000 - 21,000

The Oneness Wholeness series will be exhibited at Saatchi Gallery in May 2018

We are delighted to be presenting this lot from the latest body of large scale mixed media paintings by Franco-Iranian artist Sassan Behnam-Bakhtiar. The Oneness Wholeness series focuses on the importance of being connected with the eternal self, particularly in the modern day world that we live in. One of the artist's messages behind this work is that when people who are connected with their eternal self come together in harmony with a unified goal, they bring a positive change to the world. With the world moving too fast nowadays the artist calls us to pause, to stop, to rethink, and to focus on creating the right communities with correct values and priorities to push our societies forward with a mind-set that brings good instead of the bad, hope instead of fear, health instead of illness, construction instead of destruction, love instead of hate, honesty instead of lies, bravery instead of cowardice.



63

# $_{63}$ AR

# NASSER ASSAR (IRAN, 1928-2011)

Abstract Composition oil on canvas, framed signed "N. Assar" and dated "'60" (lower left), executed in 1960 100 x 81cm (39 3/8 x 31 7/8in).

£6,000 - 10,000 €6,800 - 11,000 US\$8,400 - 14,000

### Provenance:

Property from the Artist's family

# 64 AR

# NASSER ASSAR (IRAN, 1928-2011)

L'Oiseau Persan oil on canvas, framed signed "Nasser Assar" and dated "'58" (lower right). Inscribed "Nasser Assar, L'oiseau Persan" and further inscribed "11 Sq. Henry Pate" on the verso, executed in 1958 93 x 65cm (36 5/8 x 25 9/16in).

£6,000 - 10,000 €6,800 - 11,000 US\$8,400 - 14,000

# Provenance:

Property from the artist's family



64

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 neotraditionalist orthodoxy of his time.

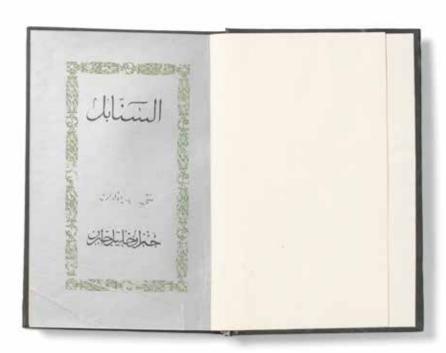
His migration to Paris in the 1950s coincided with a critical juncture in the progression of European modernism. Still in its infancy, the French post-war art scene eventually gave rise to the establishment of Tachism and Lyrical Abstraction, movements which heavily influenced the work of Assar. However, whilst operating alongside luminaries such as Tapies, 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.

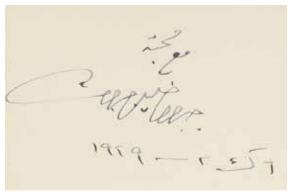
Assar's canvases are wrought with a strong sense of conceptual duality derived from the inner-collation of calligraphy and landscape. Taken compositionally, Assar's depiction are built up of pseudo calligraphic oriental letterforms set in an ethereal, polytonal landscape. Yet within the composition itself, 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

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 this underlying reality which Assar attempts to penetrate, by demonstrating that the material landscape of our world is purely an artifact 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.







Inscribed: Kahlil Gibran with love, 1929

# KAHLIL GIBRAN (LEBANON, 1883-1931)

Two rare and important books by Kahlil Gibran with a dedication by the author

£1,200 - 1,500 €1,400 - 1,700 US\$1,700 - 2,100

### Provenance:

Property from a private collection, London

- 1. Gibran Kahlil Gibran, "Al Agnihaa Al Mutakaseera" Broken Wings, Mir'at al-gharb (Mirror of the West) Press, New York, 1912 21 x 14.5 cm
- 2. Gibran Kahlil Gibran, "Al-Sanabil" (The Spikes of Wheat), 1929 21.5 x 14.5 cm

"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

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)

One Dimension on White oil on board executed circa 1960's 40.5 x 47cm (15 15/16 x 18 1/2in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,600 - 8,400



66

SHAKIR HASSAN AL SAID (IRAQ, 1925-2004) One Dimension on Black

mixed media on paper signed "Shakir Hassan" and dated "1966" in Arabic (lower right), executed in 1966 42.5 x 58.5cm (16 3/4 x 23 1/16in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,500 - 4,900



67

#### **NOTICE TO BIDDERS**

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

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

#### 1. OUR ROLE

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

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

#### 2. LOTS

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

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

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

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams' opinion made on behalf of the Seller of the range where Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an Estimate of value. It does not take into account any VAT or Buyer's Premium payable 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 Burer.

#### 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 FXAMINFD 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 I ots 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 l ot 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.

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).

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

#### 8. 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*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

# Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *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.

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

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

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

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to  $\Sigma$ 5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

#### 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 Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

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

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or

otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

#### **15. BOOKS**

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

### 16. CLOCKS AND WATCHES

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

# 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

#### **Proof of Firearms**

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

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

#### **Guns Sold as Parts**

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

#### **Condition of Firearms**

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

# Original Gun Specifications Derived from Gunmakers

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

#### Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a '\$58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

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

#### Taxidermy and Related Items

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

#### 18. FURNITURE

#### **Upholstered Furniture**

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

#### 19. JEWELLERY

#### 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

#### **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.

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

#### **Corks and Ullages**

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

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

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

#### Options to buy parcels

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

# Wines in Bond

Wines lying in Bond are marked  $\Delta$ . 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 theorem.

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.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, \*, G,  $\Omega$ ,  $\alpha$  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.

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;
- .1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Saller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossarv):
- 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
- 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 ourcose. 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.

#### 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.

#### 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.

#### COLLECTION OF THE LOT

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

#### 8 FAILURE TO PAY FOR THE LOT

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

#### THE SELLER'S LIABILITY

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

#### 10 MISCELLANEOUS

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

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

#### 11 GOVERNING LAW

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

#### **APPENDIX 2**

#### **BUYER'S AGREEMENT**

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

#### 1 THE CONTRACT

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

# 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

- 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 Ω3 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 Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

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

#### CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

#### 9 FORGERIES

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

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

#### 10 OUR LIABILITY

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

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement. representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

#### 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

#### but not if:

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

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

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

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

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

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

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

#### 12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### 13 GOVERNING LAW

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

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

# APPENDIX 3

#### **DEFINITIONS AND GLOSSARY**

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

# LIST OF DEFINITIONS

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

- "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
- "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  ${\it Lot}$  to retain possession of it.
- "risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
- "title": the legal and equitable right to the ownership of a Lot.
- "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

#### **SALE OF GOODS ACT 1979**

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

- "Section 12 Implied terms about title, etc
- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (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;
  - 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."

# **Bonhams Specialist Departments**

19th Century Paintings

Charles O' Brien +44 20 7468 8360 U.S.A Madalina Lazen

+1 212 644 9108

20th Century British Art Matthew Bradbury +44 20 7468 8295

Aboriginal Art

Francesca Cavazzini +61 2 8412 2222

African, Oceanic & Pre-Columbian Art

U.S.A Fredric Backlar +1 323 436 5416

American Paintings Liz Goodridge +1 917 206 1621

**Antiquities** 

Francesca Hickin +44 20 7468 8226

Antique Arms & Armour

David Williams +44 20 7393 3807 U.S.A Paul Carella +1 415 503 3360

Art Collections, **Estates & Valuations** 

Harvey Cammell +44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

UK Mark Oliver +44 20 7393 3856 U.S.A Benjamin Walker +1 212 710 1306 Dan Tolson +1 917 206 1611

Australian Art Merryn Schriever

+61 2 8412 2222 Alex Clark +61 3 8640 4088

Australian Colonial Furniture and Australiana +61 2 8412 2222

Books, Maps & Manuscripts

UK Matthew Haley +44 20 7393 3817 Catherine Williamson +1 323 436 5442

**British & European Glass** 

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**British Ceramics** 

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California & American Paintings

Scot Levitt +1 323 436 5425

Carpets

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Chinese & Asian Art

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Clocks

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Coins & Medals

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Contemporary Art

Ralph Taylor +44 20 7447 7403 U.S.A Jeremy Goldsmith +1 917 206 1656

Entertainment Memorabilia

Katherine Schofield +44 20 7393 3871 Catherine Williamson +1 323 436 5442

**European Ceramics** 

Sebastian Kuhn +44 20 7468 8384 U.S.A +1 415 503 3326

**Furniture** 

UK Thomas Moore +44 20 8963 2816 U.S.A Andrew Jones

+1 415 503 3413

**European Sculptures** & Works of Art

UK Michael Lake +44 20 8963 6813

Greek Art

Anastasia Orfanidou +44 20 7468 8356

**Golf Sporting** Memorabilia

Kevin Mcgimpsey +44 131 240 2296

Irish Art Penny Day +44 20 7468 8366

Impressionist & Modern Art

India Phillips +44 20 7468 8328 U.S.A Nathania Nisonson +1 917 206 1617

Indian, Himalayan & Southeast Asian Art

H.K. Edward Wilkinson +85 22 918 4321 U.S.A Mark Rasmussen +1 917 206 1688

Islamic & Indian Art Oliver White

+44 20 7468 8303

Japanese Art

UK Suzannah Yip +44 20 7468 8368 U.S.A Jeff Olson +1 212 461 6516

Jewellery

UK Jean Ghika +44 20 7468 8282 U.S.A Caroline Morrissey +1 212 644 9046 HONG KONG Graeme Thompson +852 3607 0006

Marine Art UK

Veronique Scorer +44 20 7393 3962

Mechanical Music Jon Baddeley +44 20 7393 3872

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

Modern, Contemporary & Latin American Art

U.S.A Alexis Chompaisal +1 323 436 5469

Modern & Contemporary Middle Eastern Art Nima Sagharchi

Modern & Contemporary South Asian Art

Tahmina Ghaffar +44 207 468 8382

+44 20 7468 8342

Modern Design Gareth Williams +44 20 7468 5879

**Motor Cars** 

UK Tim Schofield +44 20 7468 5804 U.S.A Mark Osborne +1 415 503 3353 **EUROPE** Philip Kantor +32 476 879 471

Automobilia

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