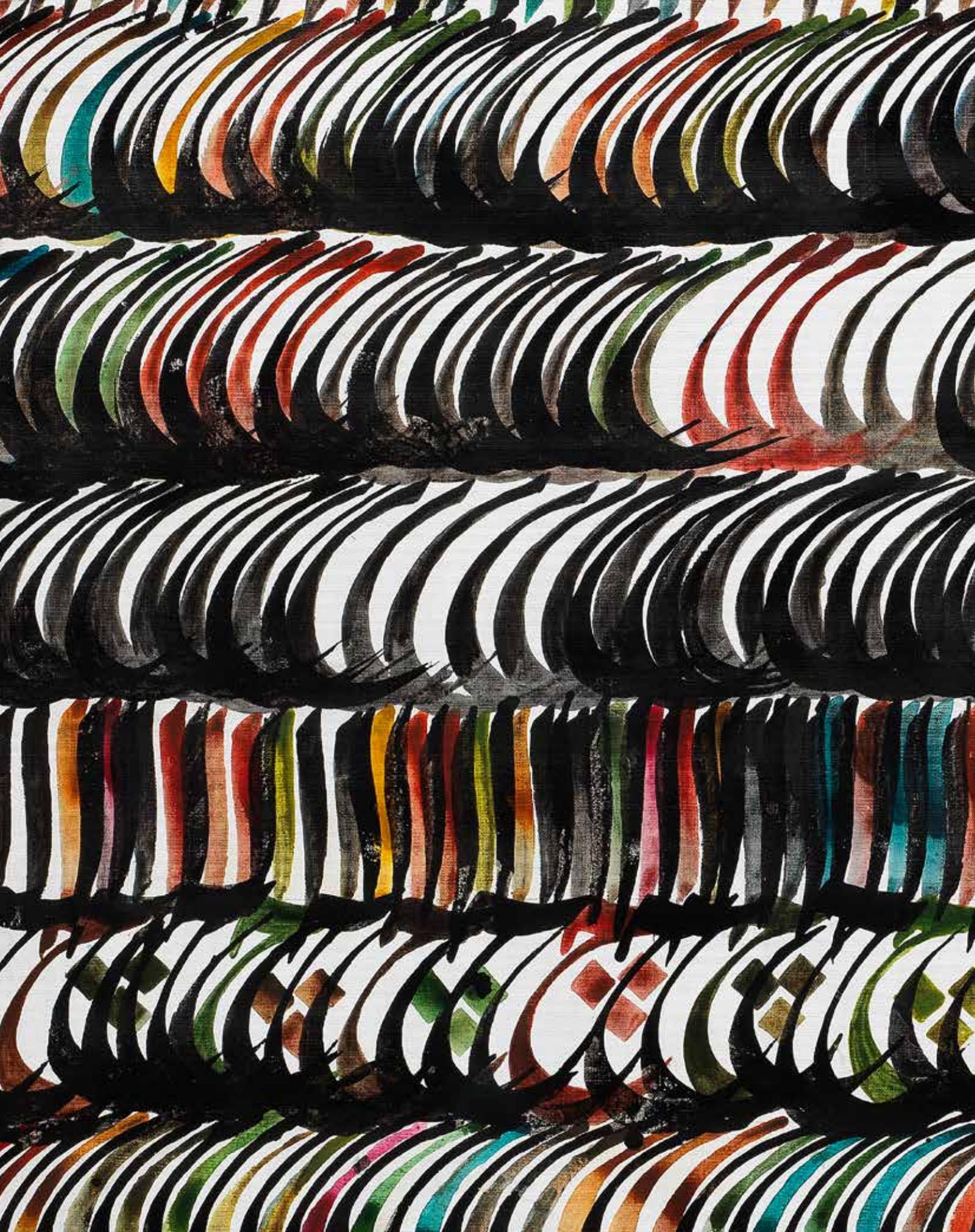


# Bonhams



## Modern & Contemporary Middle Eastern Art

New Bond Street, London | 23 October 2019



# Modern & Contemporary Middle Eastern Art

New Bond Street, London | Wednesday 23 October 2019 at 3pm

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Sunday 20 October  
11am to 3pm  
Monday 21 October  
9am to 4.30pm  
Tuesday 22 October  
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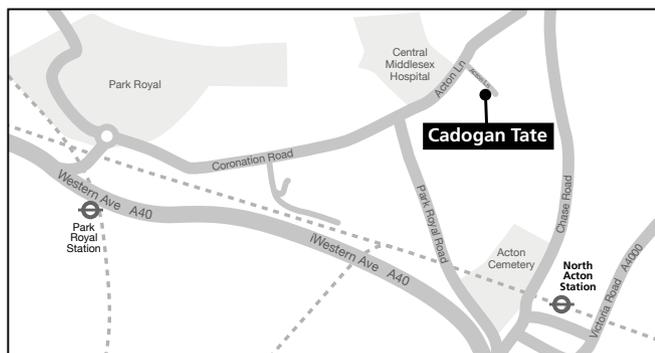


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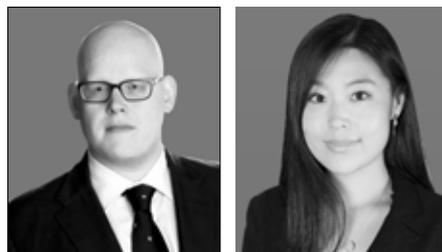
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Senior Administrator



## New York

Mark Rasmussen  
Specialist  
Head of Sales

Doris Jin Huang  
Specialist





1 \*

**BIBI ZOGBE (LEBANON, 1890-1973)**

Achiras

oil on canvas

signed "BIBI ZOGBE" (lower right), further inscribed "Achiras por Bibi Zogbe" on the verso, executed circa 1960

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

£6,000 - 10,000

€6,800 - 11,000

US\$7,500 - 12,000

**Provenance**

Property from a private collection, Beirut



2 \*

**NASEER CHAURA (SYRIA, 1920-1992)**

Untitled

oil on canvas

signed "N.CHAURA" in Arabic and English (lower right) and dated  
"1978", executed in 1978

96 x 57cm (37 13/16 x 22 7/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$8,700 - 12,000

**Provenance**

Property from a private collection, Beirut

Acquired directly from the Artist's wife

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

- Samia Halaby

3

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

Wind in the Sun on Earth in Early Winter (No.377)

oil on canvas, framed

signed “S A HALABY” (lower right), further signed and dated on the verso, executed in 1982

106 x 122cm (41 3/4 x 48 1/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 37,000

**Provenance**

Property from a private collection, Sweden

**Published**

Farhat Maymanah, *Samia Halaby: Five Decades of Painting and Innovation*, Booth Clibborn Editions, Illustrated in Colour p.153

In 1975, Halaby lived in New Haven, Connecticut where she taught at the Yale School of Art. Known for its dramatic seasons, which are often reflected in its landscape, she was taken by the orange, yellow and red leaves that would appear on new England trees with the onset of fall. Gathering fallen leaves, she would dissect them into rectangles and out of these create complex rectilinear compositions. These paintings not only reflect the complexity of their original natural subject matter, but immortalize in abstraction the ephemeral and cyclical decay of the natural world.

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

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





4 \*

**HELEN KHAL (LEBANON, 1923-2009)**

Untitled

oil on paper, framed

signed "H.Khal" on the verso, executed in 1974

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

£1,500 - 2,500

€1,700 - 2,800

US\$1,900 - 3,100

**Provenance**

Property from a private collection, Beirut

Acquired directly from the Artist by the present owner



5 \*

**ETEL ADNAN (LEBANON, BORN 1925)**

Sky Blue

gouache and mixed media on paper, framed  
signed "Adnan" in arabic (lower right) executed circa 1970's  
21 x 26cm (8 1/4 x 10 1/4in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 19,000

Provenance:

Property from a private collection, Lebanon

“I was born in the absence of blue, but I will realize  
an endless vision in the orbit of your eyes”

- Etel Adnan (poem on the present work)

“You know, in Japanese and Chinese culture, traditionally,  
you don't have images on the wall, but in books.  
You open a drawer, take out a book – you're able to  
look for as long as you want. The gesture of looking  
at an image, and the way you read a poem, gets closer to an  
affinity between the arts. You understand that visual art is a matter  
of meditation, like a poem. I find that rather wonderful.”

- Etel Adnan

6 \*

**ETEL ADNAN (LEBANON, BORN 1925)**

I Will Realize an Endless Vision In The Orbit of Your Eyes  
mixed media on fabriano paper, framed  
signed and dated “Etel Adnan, Beirut, 1973” (centre left beneath  
poetry)  
*70 x 50cm (27 9/16 x 19 11/16in).*

**£15,000 - 20,000**

**€17,000 - 23,000**

**US\$19,000 - 25,000**

**Provenance**

Property from a private collection, Beirut

7

No lot





PRINCESS ZEID EL HUSSEIN.

Paris le 12 Janv 1958

Cher Monsieur d'Espeaux,

Y'ou bien sûr conservé pour moi  
les trois toiles qui étaient destinées  
entièrement à la Lord's gallery de Louv  
et les ai remplacées par deux grandes  
mosaïques -

Je vous fais donc parvenir vot  
bien cette semaine.

Avec mes amitiés

Amal Nassif Zeid El Hus  
d'Espeaux

Two Major Abstract Paintings by  
Fahrlenissa Zeid from the Distinguished  
Collections of Baron Jacques Maurice  
Despeaux and His Excellency Dino Sciolti

---



'My Dear Mr Despeaux I have of course held back three canvases for you which were due to be exhibited at the Lords gallery, I have instead sent them two mosaics! I will be sure to send these to you in the coming week.'

- Fahrelnissa Zeid El-Hussein, January 1958"

8

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

The Red City

oil on canvas

signed (lower right) and initialed on the verso, accompanied by copies of two handwritten notes from the artist dated 1957, executed circa 1957

162 x 132cm (63 3/4 x 51 15/16in).

£30,000 - 50,000

€34,000 - 56,000

US\$37,000 - 62,000

**Provenance**

Property from the family collection of Baron Jacques Maurice Despeaux (1896-1967)

Acquired directly from the artist by the above in 1957

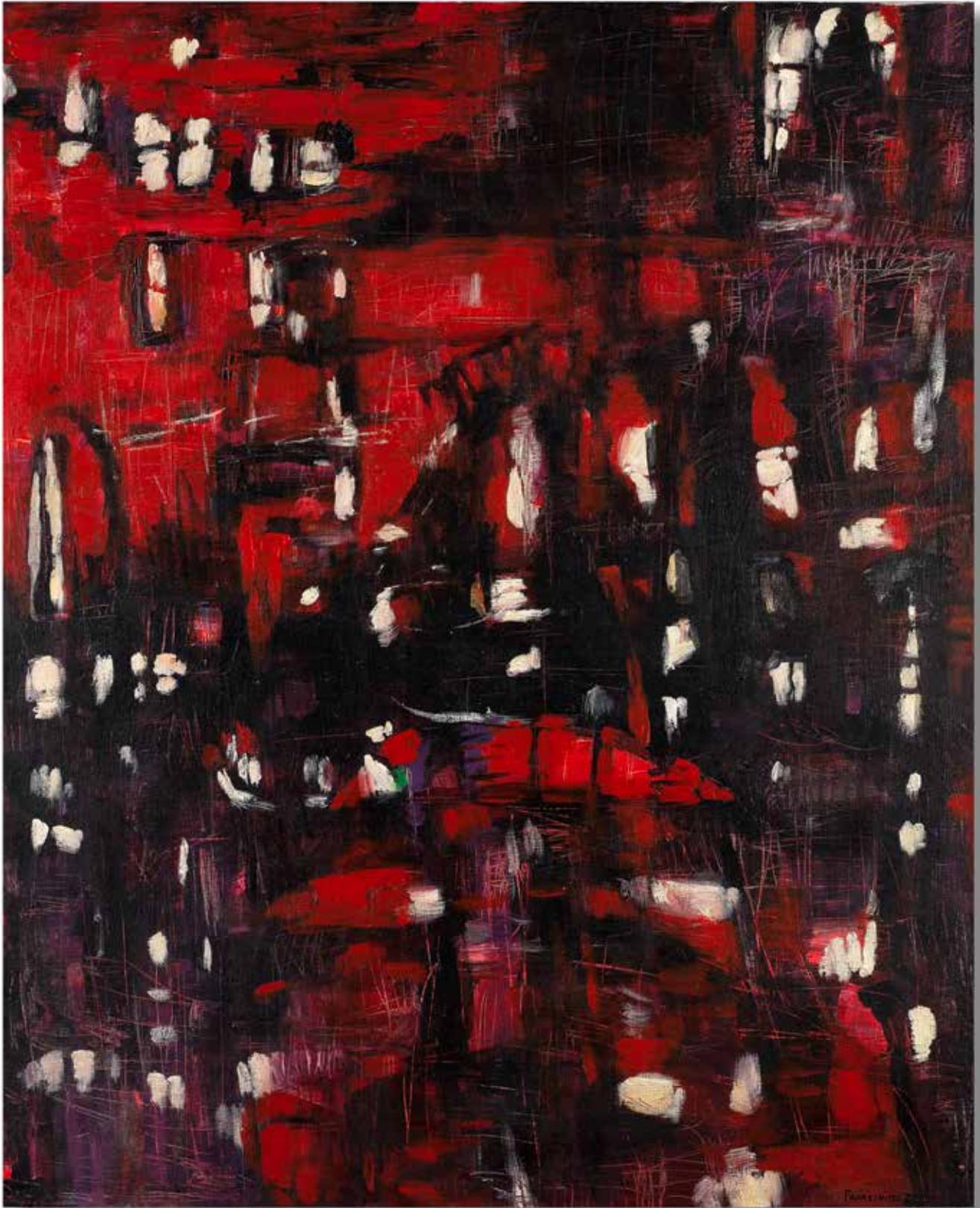
**Note**

The present work is accompanied by copies of two letters in the hand of the artist dated 1957 and 1958, stating that three paintings (including the present lot) were destined to be exhibited at the artists landmark show at the Lord's Gallery in London but that the artist withdrew them from the exhibition in order to give them to Baron Jacques Maurice Despeaux

The present work is a highly significant abstract painting by Fahr El-Nissa Zeid originally destined for the artists landmark exhibition at London's Lords Gallery in 1958, her paintings from this period is widely considered to be her most mature body of work. An artist with one of the most diverse repertoires in the Middle East, Fahrelnissa oscillated between abstraction, expressionism, portrait art and landscape painting. Her monumental abstracts are considered the purest synthesis of her work; an amalgam of Islamic geometric influences and European abstract modes of representation colour and shape Zeid's abstract works.

The French writer and art critic, Charles Estienne, with whom Fahrelnissa collaborated several works, wrote: "Her paintings portray the parade of strange nations that migrate from one place to another; they expose -- in strange lights turning to crimson-reds, blues of huge glass cases, heavy as lead coils, enveloped in violent blacks. This light resembles the fabulous lights of Gothic stained glasses. Let this thick and impenetrable wall of Eastern stained glass, which grasps one in an unknown and transparent way, be a boundless and free line conveying the latest messages of Islamic arts to French art..."

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.



g \*

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

Into the Void

oil on canvas, framed

signed in Arabic (centre right), further signed in English and Arabic (verso) and monogrammed with the emblem of the Swiss Embassy in Jordan, executed circa late 1980's  
100 x 70cm (39 3/8 x 27 9/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 37,000

**Provenance**

Property from the collection of H.E the former Swiss Ambassador in Amman, Jordan, Dino Sciulli  
Acquired directly from the artists family by the present owner

**Exhibited**

Jordan, March 1991, Anon Exhibition

"I was on a Diplomatic Mission in Lebanon from 1986 to 1989 during one of the toughest and most delicate periods in relations between the two countries; kidnappings and death threats were a regular occurrence, and as a result of this climate Bern decided to close the Embassy in Beyrouth.

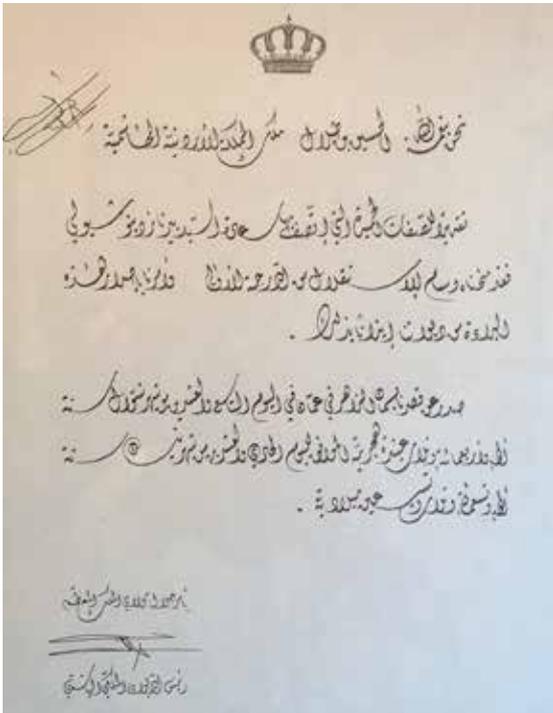
When discussing my following deployment with the Minister of Foreign Affairs, he offered me, as a gift for the end of my career, an Ambassadorship in a country where the Head of the State was a friend of Switzerland: King Hussain of Jordan. I accepted the new mission with enthusiasm and I went to Jordan with my wife.

Among the most memorable of our souvenirs of our stay in Jordan I remember that our very first purchase was a painting! As the son of an artist, I have always been interested in painting, sculpture and archaeology as well as visiting museums and exhibitions worldwide. As soon as I arrived in Jordan I received an invitation for the vernissage of a selling exhibition of Middle Eastern artists which at that time were unknown to me.

I was struck by the beauty of this painting with its green and red palette, which were my favourite colours. I enquired about the artist and the price. A lovely lady (Princess Majda Ra'ad) told me the life story the artist, Princess Fahr-El Nissa, who was mother of her own husband, Prince Raad, cousin of King Hussain. I bought it and asked to for the painting to remain displayed until the end of the exhibition.

To my surprise, the day after the opening, the Turkish Ambassador called me asking if I could sell him my recent acquisition. I used all my diplomatic guile in order ensure that I could keep my new painting. I then went with my wife to the exhibition once again and marked the stretcher of my painting with the official seal of "Ambassade de Suisse". I would have been sad to lose the painting I cherished. I explained this to the lovely lady who had sold it to me. She and the present people were surprised at first, then laughed. This was the start for both my wife and I of a deep friendship with the wife of Prince Raad and the whole Hashemite Family. After two weeks I brought my painting home and it has stayed with us ever since"

- H.E the former Swiss Ambassador in Amman, Jordan, Dino Sciulli



H.E Dino Sciulli's Order of Istiglal







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

- Yvette Achkar

10 \*

**YVETTE ACHKAR (LEBANON, BORN 1928)**

*The Sands of Time (Behold! here come the Horses, Behold! Here pass the Sands of Time)*

oil on canvas, framed

executed in 1995, titled on the verso, bearing the gallery stamp of

Galerie Janine Rubeiz (verso), inventory No 1759

130 x 115cm (51 3/16 x 45 1/4in).

£60,000 - 100,000

€68,000 - 110,000

US\$75,000 - 120,000

**Provenance**

Property from a private collection, Lebanon

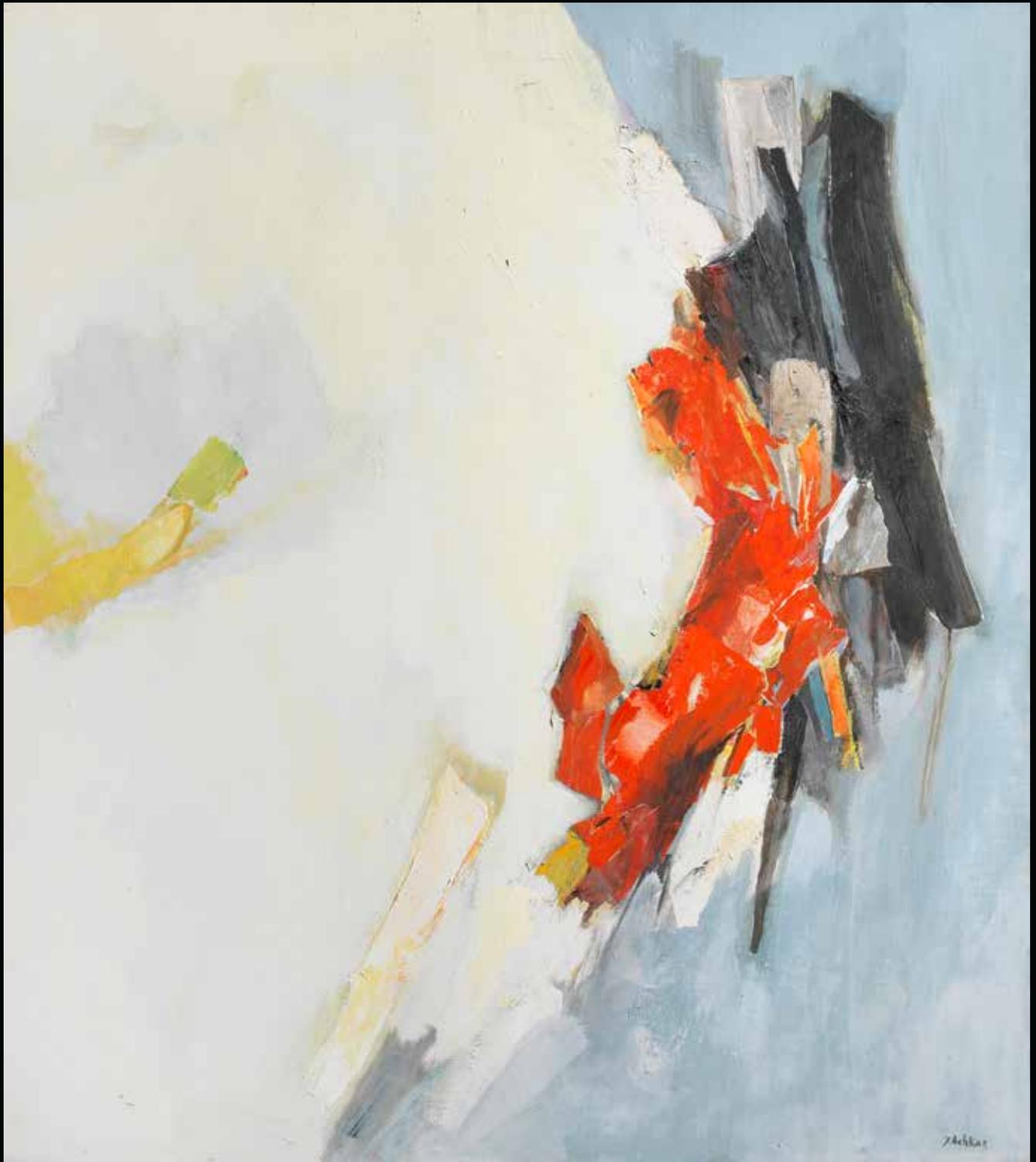
Acquired from Galerie Janine Rubeiz, 1997

Monumental, expressive and lyrically rich, the present work is one of Yvette Achkar's most elegant and skilful abstract compositions. Stylistically, the present work is a scintillating example of the very palpable clash between naturalism and abstraction manifest in Achkar's work. Achkar was conceptually engaged by the universality of abstract expressionism, its advocacy of tonal compositions, and its shedding of excess and detail in favour of exploring the architecture of colour and brushstroke, however this is effected in a manner where strokes and gestures mirror naturalistic forms found in flora and fauna.

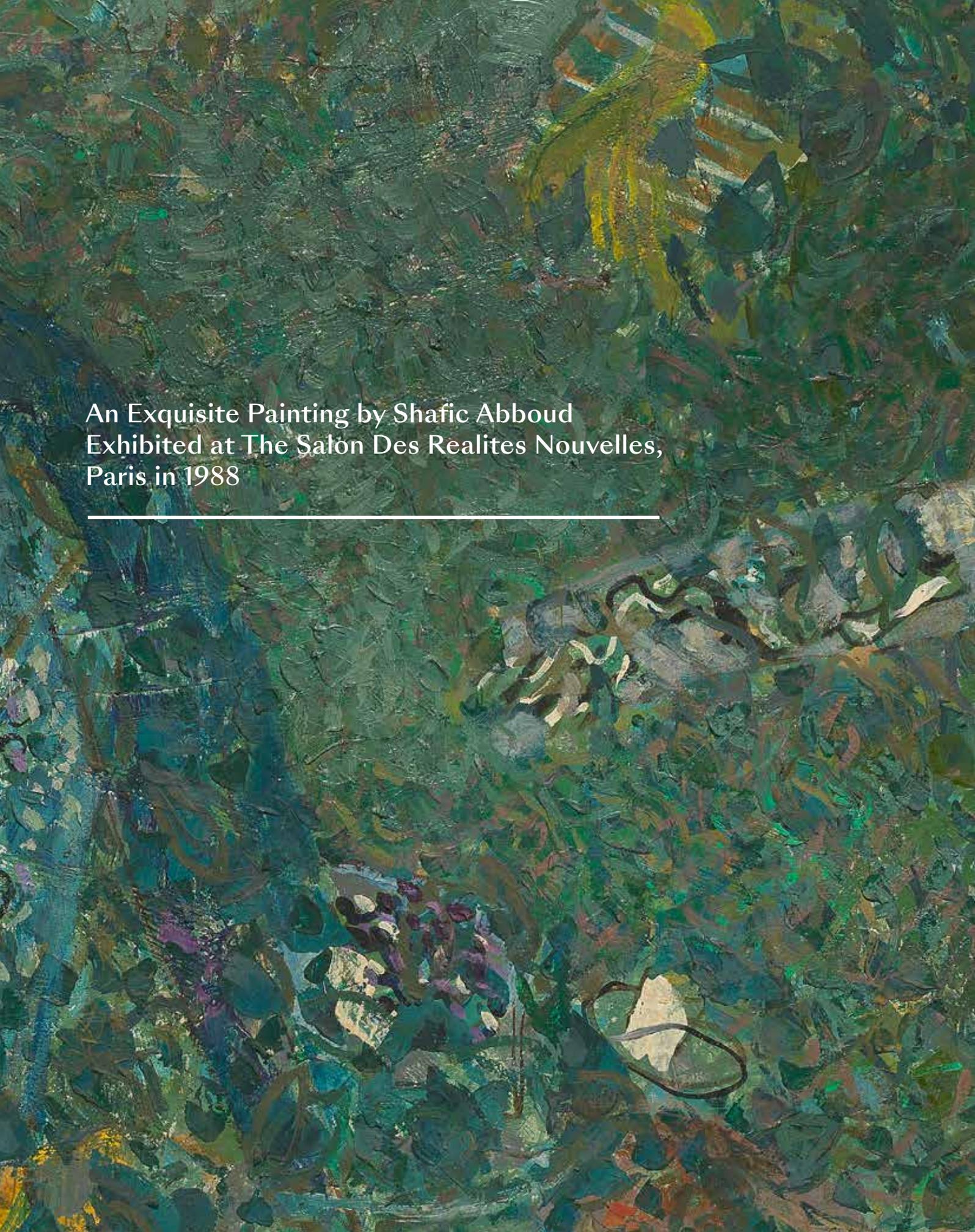
Yvette Achkar was born in Sao Paulo, Brazil, in 1928, and grew up in Lebanon. Achkar graduated from ALBA in 1957, where she was under the influence of the Italian painter Fernando Manetti and the French painter Georges Cyr, but it was during her stay in Paris, on a scholarship of the French government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

Achkar participated in different biennales (Baghdad, Alexandria, Paris, and Sao Paolo) since her graduation from ALBA; she has been widely exhibited in solo and group exhibitions in Rome, Yugoslavia, Germany, and France.

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







An Exquisite Painting by Shafic Abboud  
Exhibited at The Salon Des Realites Nouvelles,  
Paris in 1988

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"In the genesis of each painting, there is a visual trigger coming from an event which we have experienced. Why chose one or another moment of daily life? This is still a real mystery to me and there is no explanation for the reasons of my adherence. All in all, painting is like telling a story, yet my language is the paint and everything is enacted and decided on the canvas and within its making. The work is finished once the initial impact is restored and life is recovered, through trial and error. To sum up, the more I go forward, the less I know about painting"

- Shafic Abboud

11 AR

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

Le Tilleul (*The Lime Tree*)

oil on canvas, framed

signed, dated and titled in French "Le tilleul devient vraiment envahissant (*The lime tree has become very invasive*)" (bottom centre), further signed titled and dated, and inscribed "Salon des Realites Nouvelles 1988" (verso), executed in 1988  
115 x 125cm (45 1/4 x 49 3/16in).

£70,000 - 100,000

€79,000 - 110,000

US\$87,000 - 120,000

**Provenance**

Property from the collection of the artists partner Mrs Michèle Rodière, Paris

**Exhibited**

Salon des Réalités Nouvelles, Grand Palais, Paris, 1988

**Published**

Shafic Abboud, Editions CLEA, 2000, illustrated in colour p.99

Intricate, finely worked, and deeply personal, "Le Tilluel" is a large and exemplary abstract masterpiece by Shafic Abboud. A vibrantly articulated composition, which featured in the renowned Salon des Realites Nouvelles at the grand Palais in 1988, the the present work is a supreme rendition of the colorful abstraction which established Abboud as one of the most lauded Lebanese artists of the modern era.

A meticulous and fastidious colourist, Abboud was renowned for his methodical approach to draftsmanship, exploring and examining prospective pigments and palettes before each composition. The movement from considered, systematic preparation to free-flowing, primal and spontaneous result could not be more emphatically captured than in the present work, where a vibrant swarm of impulsive strokes chase and intersect across the canvas in an array of earthen and leafy tones.

Shafic Abboud studied at the Lebanese Academy of Fine Arts (ALBA) under César Gemayel (1898–1958) before he went to Paris in 1947. There he studied at the École nationale supérieure des Beaux-Arts and frequented the studios of Jean Metzinger (1883–1956), Fernand Léger (1881–1955), and André Lhote (1885–1962).

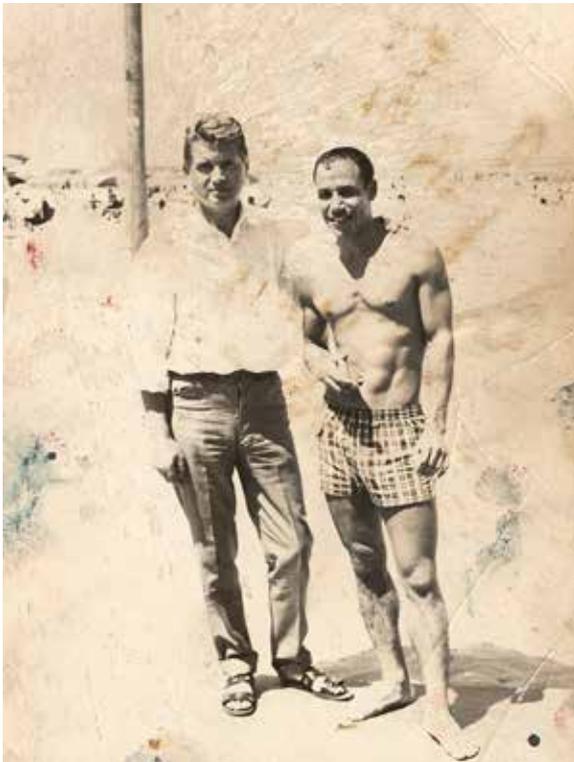
He returned to Lebanon in 1949 and held his first solo show of figurative paintings in Beirut in 1950. The following year he resettled in Paris. During the first half of the 1950s Abboud developed an admiration for the art of Pierre Bonnard (1867–1947), Roger Bissière (1886–1964), and Nicolas de Staël (1914–1955). With the support of the art critic Roger van Gindertael (1899–1982), Abboud had his first Parisian exhibition of abstract works in 1955.

He was invited to the Salon des Réalités Nouvelles in Paris and was the only Arab artist included in the first Paris Biennale in 1959. As a painter Abboud is renowned for the subtle incorporation of his Lebanese roots, namely his childhood memories and the landscape of Mount Lebanon, into his masterfully balanced compositions, as well as for his balanced use of colour. He travelled often and consistently returned to his homeland, where he played a major role in Beirut's cultural and artistic life.



“Eventually it was Francis Bacon who supplied the key, suggesting that Ahmed sit each afternoon in his Casbah studio and watch him paint. There was to be no conversation; it was merely a matter of seeing a painter paint.”

– Paul Bowles



The Artist with Francis Bacon

12 \*

**AHMED BEN DRISS EL YACOUBI (MOROCCO, 1929-1985)**

Edge of the Forest

oil on canvas, framed

signed “Yaccoubi” lower right, executed in 1964

82 x 54cm (32 5/16 x 21 1/4in).

£12,000 - 18,000

€14,000 - 20,000

US\$15,000 - 22,000

**Provenance**

Property from a private collection, New York

Acquired directly from the Artist by the present owner's father, circa late 1960's

Thence by decent to the present owner



“The painting of Yacoubi is a window opening into space.  
You do not look at his pictures but through them.”

– William Burroughs.

13 \*

**AHMED BEN DRISS EL YACOUBI (MOROCCO, 1929-1985)**

*Portrait in Smoke*

oil on canvas, framed

signed “Yaccoubi” (lower left), executed in 1963

81 x 60cm (31 7/8 x 23 5/8in).

£12,000 - 18,000

€14,000 - 20,000

US\$15,000 - 22,000

**Provenance**

Property from a private collection, New York

Acquired directly from the Artist by the present owner's father, circa late 1960's

Thence by descent to the present owner

The following two lots are masterful renditions of the “cosmic abstraction” concocted by the enigmatic artist Ahmed Yacoubi. Swirling, nebula-like abstract apparitions swarm Yacoubi's canvas, resembling astronomical forms, indicating an abstraction not dictated by mere reference to paint and form, but one which evokes the abstract and ultimately unintelligible properties of the wider cosmos and its majestic celestial scenery.

Ahmed Ben Driss El Yacoubi, was born in Fez, Morocco, in 1928. Educated as a traditional healer, he was also known as a storyteller, poet, painter, playwright and author.

Yacoubi met the American composer and writer Paul Bowles in Fez in 1947, and later in Tangier. Yacoubi then began doing translations for Bowles. Bowles and his wife, novelist and playwright Jane Bowles, encouraged Yacoubi to draw and paint the characters in his own stories after seeing Yacoubi's illustrations of his translations.

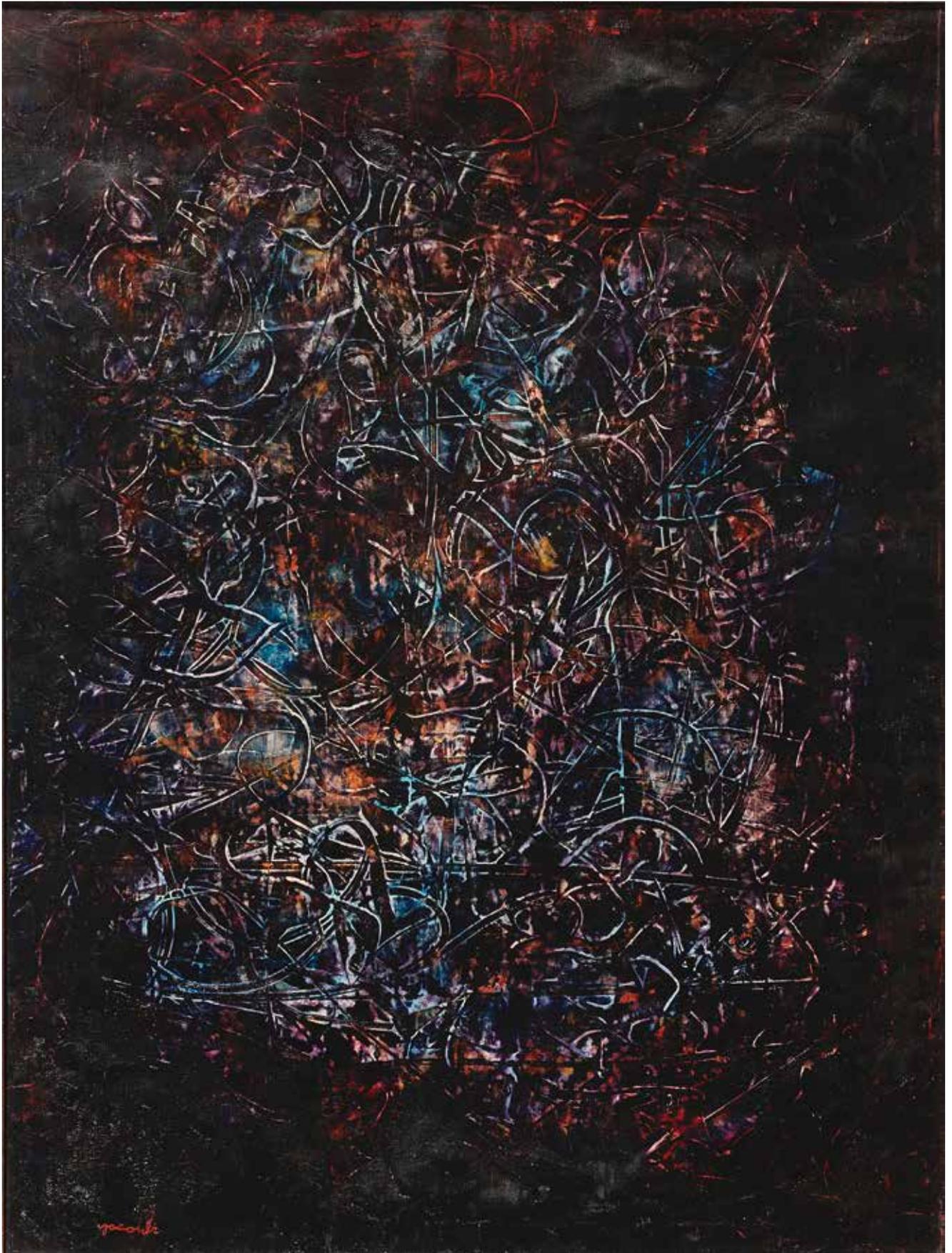
The Bowles arranged for Yacoubi's first exhibition of visual work at the Gallimard bookshop on Boulevard Pasteur in Tangier. The exhibition was highly acclaimed, and 28 pieces were sold. Later exhibitions were held at the Galerie Clan in Madrid, the Betty Parsons Gallery in New York in 1952, the Hanover Gallery in London in 1957, and elsewhere throughout the 1960s, 1970s, and 1980s. A wide range of notable collectors began acquiring his drawings and paintings, recognizing his talent and artistic integrity. The Museum of Modern Art in New York, the Musée d'Art Moderne de la Ville de Paris, and the Sao Paulo Museum of Modern Art also purchased his works.

In 1952, Bowles invited Yacoubi to his island, Taprobane, off the southern coast of Sri Lanka. While visiting the island, Yacoubi prepared meals for fellow guest Peggy Guggenheim, which she mentions in her memoir, *Confessions of an Art Addict* (1997). Guggenheim purchased several of Yacoubi's drawings.

Ahmed Yacoubi evolved from what was described as a primitive style to a sophisticated secret technique of layering in oil glazes that produced canvases of with great depth and complexity. Having become acquainted with Francis Bacon during the latter's trips to Tangiers, Bacon further encouraged his work by painting four small canvases blue and telling him to “Paint!” according to an anecdote by Allen Ginsberg.

Bacon and Yacoubi painted together and remained friends for the duration of their lives. For Bacon, he was simply the ‘most sympathetic Moroccan in Tangier’. ‘Ahmed and I had no common language,’ he remembered, ‘but between my limited Spanish and French and his very good Spanish, we were able to talk a lot.’

In the 1960's, Yacoubi moved to New York City permanently in the late sixties where Ellen Stewart provided him with a loft space in La Mama's rehearsal building that Yacoubi transformed into “The Rising Night Gallery.” Amidst the changing art trends of the 70's and 80's, Yacoubi continued to delve with his singular and secretive oil techniques, maintaining the integrity of his inspired approach, producing magical scenes, portraits, and worlds that reveal his depth of insight into humanity and life.





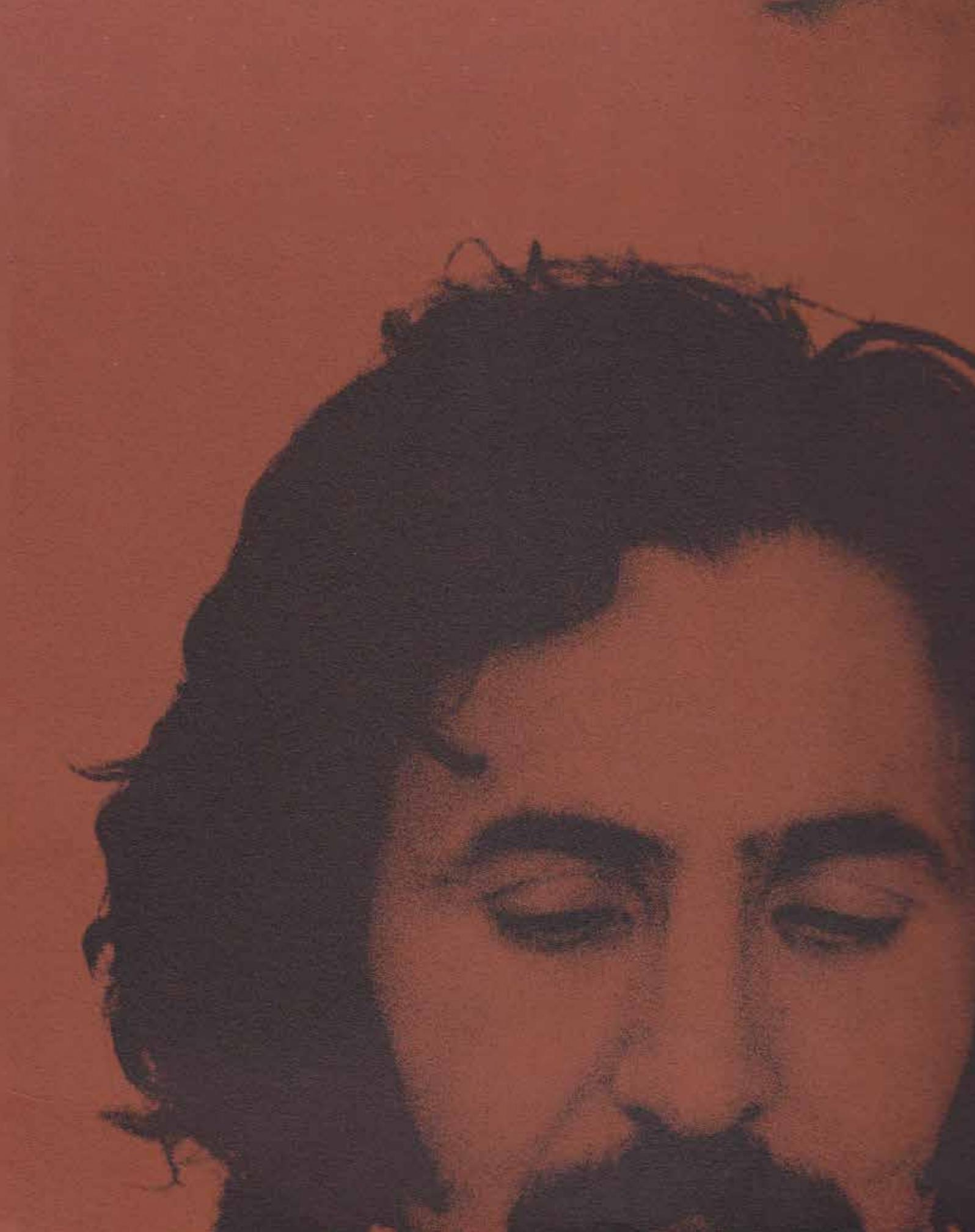
## A Group of Rare and Important Works by Dia Azzawi from Distinguished Private Collections; Spanning Painting, Works On Paper, Sculpture And Tapestry

Lots 14 - 19

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“If poetry is the violation of the world through language, then painting violates the world through a human position that is made of colour and form. Despite its one-dimensionality, the artwork surprises us with what it holds within, as if revealing the pleasures of discovering the essence of things.”

- Dia Al-Azzawi



14 \* AR

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

Rajul Fi'l-Sahraa' (Man In Desert)

oil on canvas, framed

signed and dated (lower left and verso), executed in 1973

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

£40,000 - 60,000

€45,000 - 68,000

US\$50,000 - 75,000

**Provenance**

Property from a private collection, Amman

**Published**

Dia Al-Azzawi, *A Retrospective from 1963 Until Tomorrow*, Mathaf Arab Museum of Modern Art, Silvana Editoriale, 2017, illustrated in colour  
Exhibition Catalogue, Dia Al-Azzawi, Patrick Seale Gallery, April 1978

Dia Azzawi's "Man in Desert" is an enigmatic, sumptuous and superlative pseudo-anatomical composition from one of the artists most significant and creatively fertile periods. In the late 1960's Azzawi, still in Iraq, discovered the acerbic and politically charged poetry Muzaffar al-Nawwab; the subsequent decade saw the artist engaging in an artistic reflection of poetic subject matters, from the revolutionary invective's of Nawwab to the love poems of Waddah al-Yaman.

Having been called up for reservist duty and stationed for nine months in the north of Iraq during the Baath party's campaign against the Kurds, Azzawi's artistic response to the wider turmoil he was surrounded with is conveyed through a combination of political and poetic sensibility where some of the vitriol and animosity is softened by the subtlety and grace of poetic expression.

As part of his deepening engagement with poetry, Azzawi worked on a series of studies of the 7th century poet Waddah Al-Yaman. Legendary for his handsomeness, he is believed to have been buried alive for falling in love with the caliph's wife. The present work is one of a number of studies which focus on the relationship between Waddah and his beloved, and reflect on the poets mysterious disappearance.

The richness, complexity and inner meaning of the present work is perhaps best understood in reference to the subtlety of the artists own intention in its execution: is the painting a mere reflection of the love of a fabled poet for his beloved or is it a more pointed meditation on the plight of the oppressed, who like Yaman himself, are punished at the behest of those in positions of power? Azzawi's figure, contorted either in amorous embrace or in tortuous agony further reflects this duality - the ultimate answer, or its obfuscation from the viewer, is what gives the present painting its true artistic vigour

Azzawi's abiding love and respect for the tonal characteristics of the natural world and for ancient Iraqi imagery shines through in this important early work, which echoes the formal approach and inimitable style of the 'New Vision' school of painting he would come to found in 1969. Azzawi typically incorporates structures and visual symbolism harking back millennia in his paintings, which is evident here in the pseudo-figurative form depicted in the composition, which recalls ancient Mesopotamian bass-reliefs and their mythological imagery.

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

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

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



"I went to the army in the seventies and it was after that that I decided to leave Iraq because of the bad experiences I had. For example I had very close friends of mine fighting on the other side. We were like brothers fighting each other. Some of the work I did before I left Iraq was specifically a cry [against] the war in the north.... to tell you a story of how much [of a cry it was], I was sitting with Rafa al-Nasiri and Ismail Fattah [at an exhibition], and somebody came up [to one of the works] and asked us who the artist was. I said that I am, and he asked, what kind of work is this? Why do you have these names here, writing that is not readable? So I told him I was in the north, in the area where the fighting of the Kurds was going on. Suddenly his eyes started blinking, and I thought he was about to cry, and he said 'Allah yuhafdhak, ma'salaama' [God protect you, goodbye], which gave me a hint that this guy had lost his son or his brother in the war."

- Dia Azzawi

15 \* AR

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

Human States

mixed media on paper, framed

signed and dated lower right, executed in 1975

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

**£5,000 - 8,000**

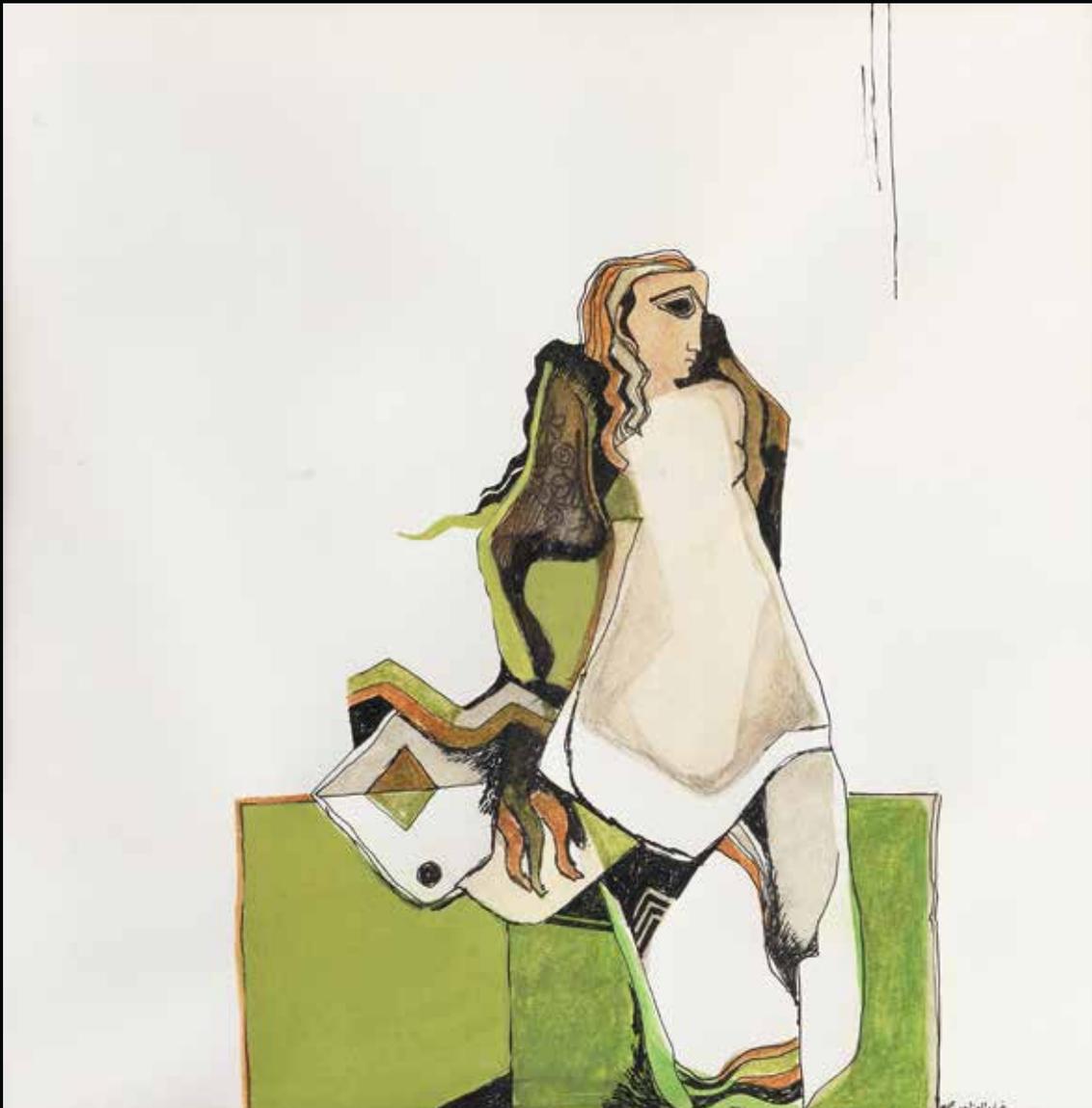
**€5,600 - 9,000**

**US\$6,200 - 10,000**

**Exhibited**

Dia Azzawi, Halat Insaniyya (Human States), National Gallery of Baghdad, 1975 (the Artists last exhibition in Iraq before his migration to London)





16 \* AR

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

Drawings Consecrated to Love: Waddah al-Yaman I  
mixed media on paper, framed  
signed and dated 1976, signed dated and titled "A drawing  
dedicated to Love (Waddah al-Yaman)" (on the verso),  
executed in 1976  
25 x 25cm (9 13/16 x 9 13/16in).

£3,000 - 5,000

€3,400 - 5,600

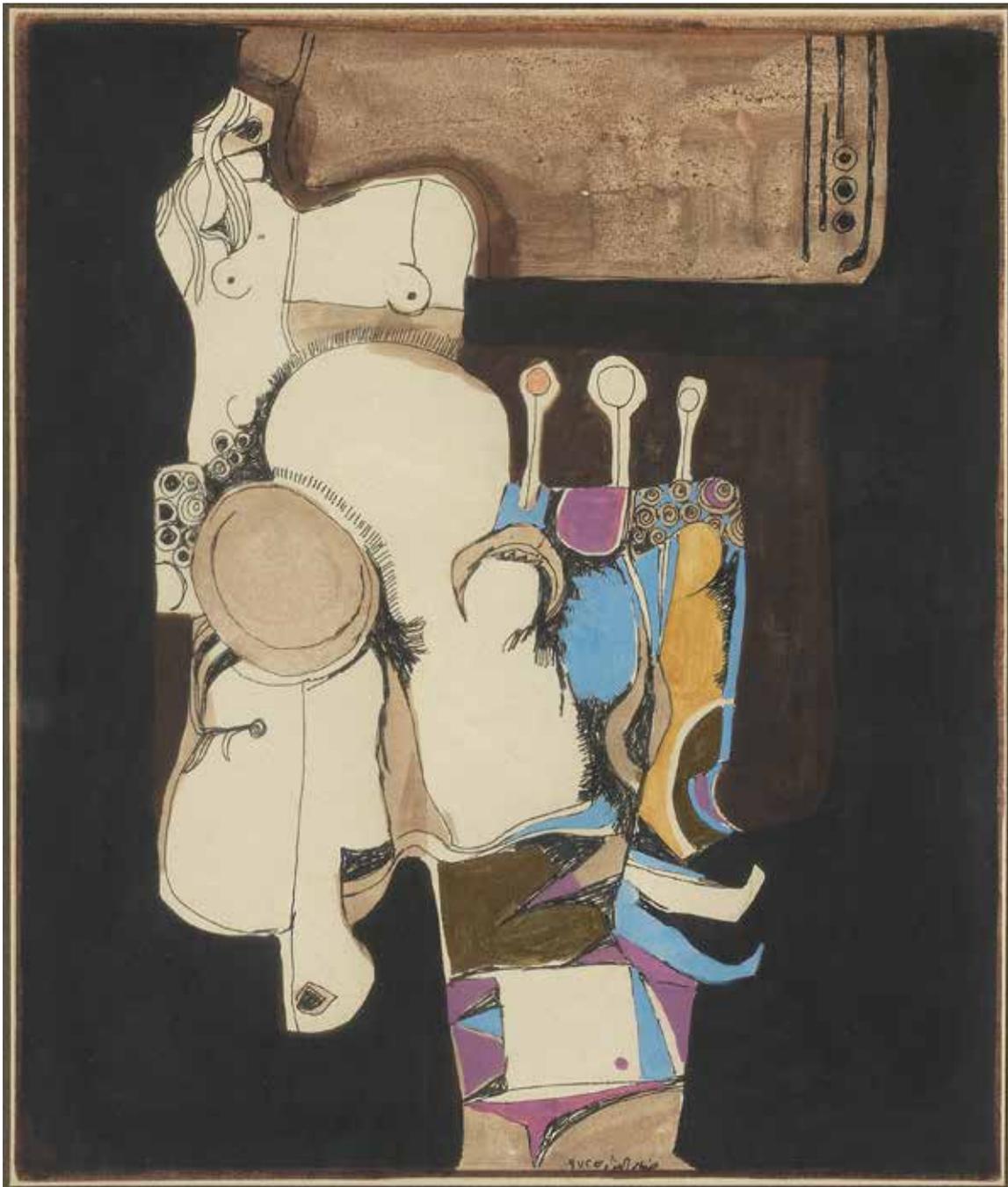
US\$3,700 - 6,200

**Provenance**

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

"I did a lot of work on Waddah Al-Yaman, and in fact I had a one-man show in Beirut just on Waddah Al-Yaman. What was fascinating for me was the story of this poet, who wrote a lot of poems about some of the women he loved but also had the courage to go further, and he paid for it. It is a beautiful story in that sense. When I did the drawings, and I have a lot drawings, and some of the paintings are completely different from the drawings, they were more an illustration of the text while the paintings dealt more with aspects of life in an indirect way. In this way, in some of the work I did on Waddah al-Yaman I tried to create a suspicious sort of element in the work, in contrast to the figure, which is very obvious, very clearly about the relationship between man and woman."

- Dia Al-Azzawi



17 \* AR

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

Drawings Consecrated to Love: Hommage to Waddah al-Yaman II  
mixed media on paper, framed  
signed and dated (lower right), executed in 1976  
26 x 22cm (10 1/4 x 8 11/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,700 - 6,200

**Provenance**

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





“In the introduction of the exhibition catalogue of a show I had in Washington D.C. that talked about the use of calligraphy in my works, the curator wrote that he could not see Arabic calligraphy in my works but rather a series of ‘signs’. That statement gave me more confidence in what I was doing. By trying to produce an art that is accessible to everyone I was not only attempting to bridge the contemporary and the ancient, but also to bridge Western and Eastern art”

- Dia Azzawi

18 <sup>AR</sup>

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

Hommage to Baghdad

textile

executed in 1983, signed “Azzawi” lower right, labelled “John French Fine Rugs and Wall-hangings” (verso), accompanied by a hand signed label from the Artist

*150 x 300cm (59 1/16 x 118 1/8in).*

**£10,000 - 15,000**

**€11,000 - 17,000**

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

**Provenance**

Property from a private collection, London

Produced by John French in 1983 for a Riyadh Hotel project



19<sup>AR</sup>

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

Arabic Letters

bronze

signed with the artists monogram, numbered II/IV and dated 2008 on the rear of the base

30 x 32cm (11 13/16 x 12 5/8in).

£15,000 - 20,000

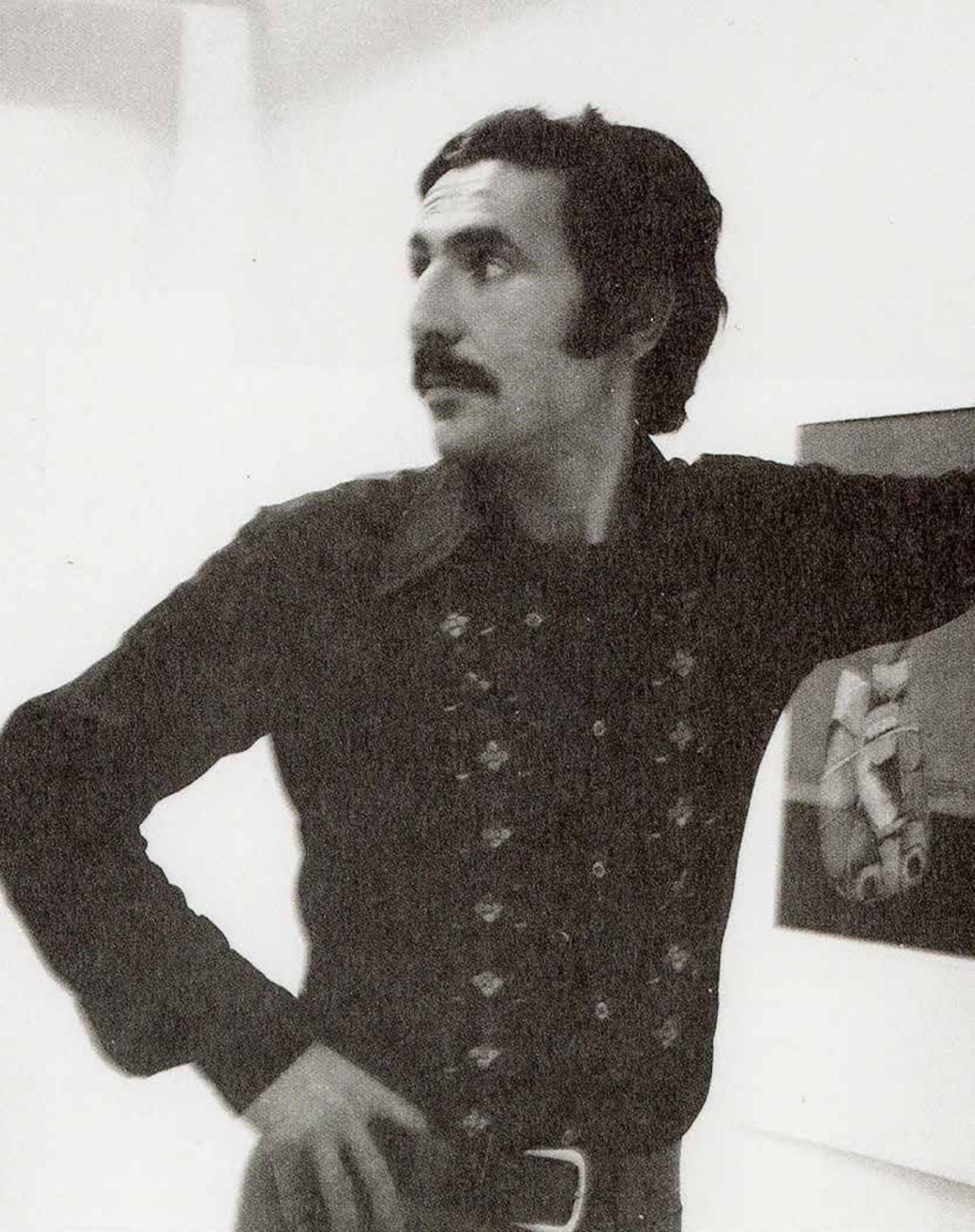
€17,000 - 23,000

US\$19,000 - 25,000

**Provenance**

Property from a private collection, Paris





20

**NASSER ASSAR (IRAN, 1928-2011)**

Abstract Composition

oil on canvas, framed

signed "N.ASSAR" and dated "63", executed 1963

*100 x 81cm (39 3/8 x 31 7/8in).*

**£5,000 - 8,000**

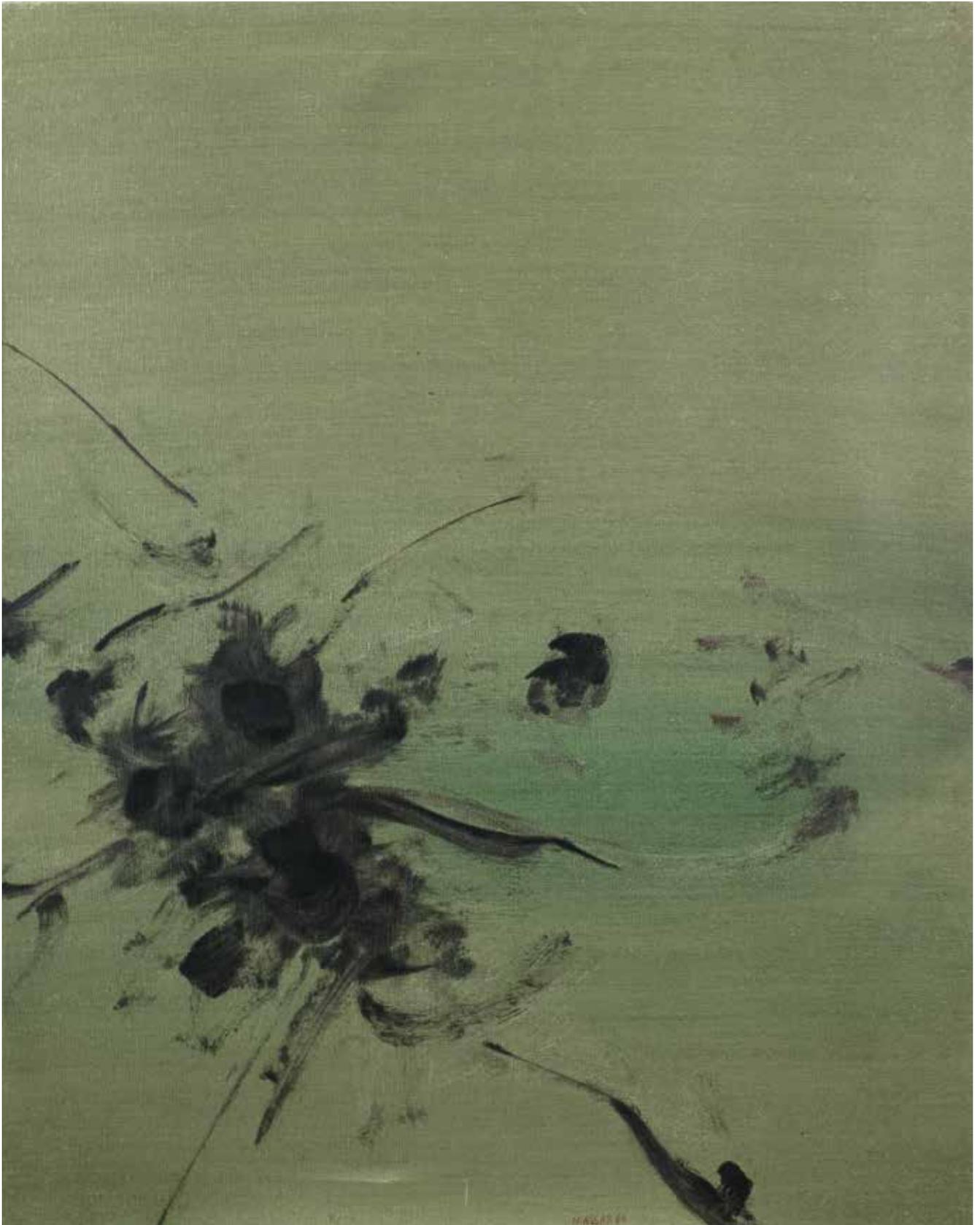
**€5,600 - 9,000**

**US\$6,200 - 10,000**

**Provenance**

Property from a private collection, UK

Acquired from the Artist's brother-in-law, Nicholas Guppy, by the present owner in the early 1960s



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

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

- Reza Derakshani

21 TP

**REZA DERAQSHANI (IRAN, BORN 1952)**

Gol Va Bolbol

oil on canvas framed

signed "D.08", executed in 2008

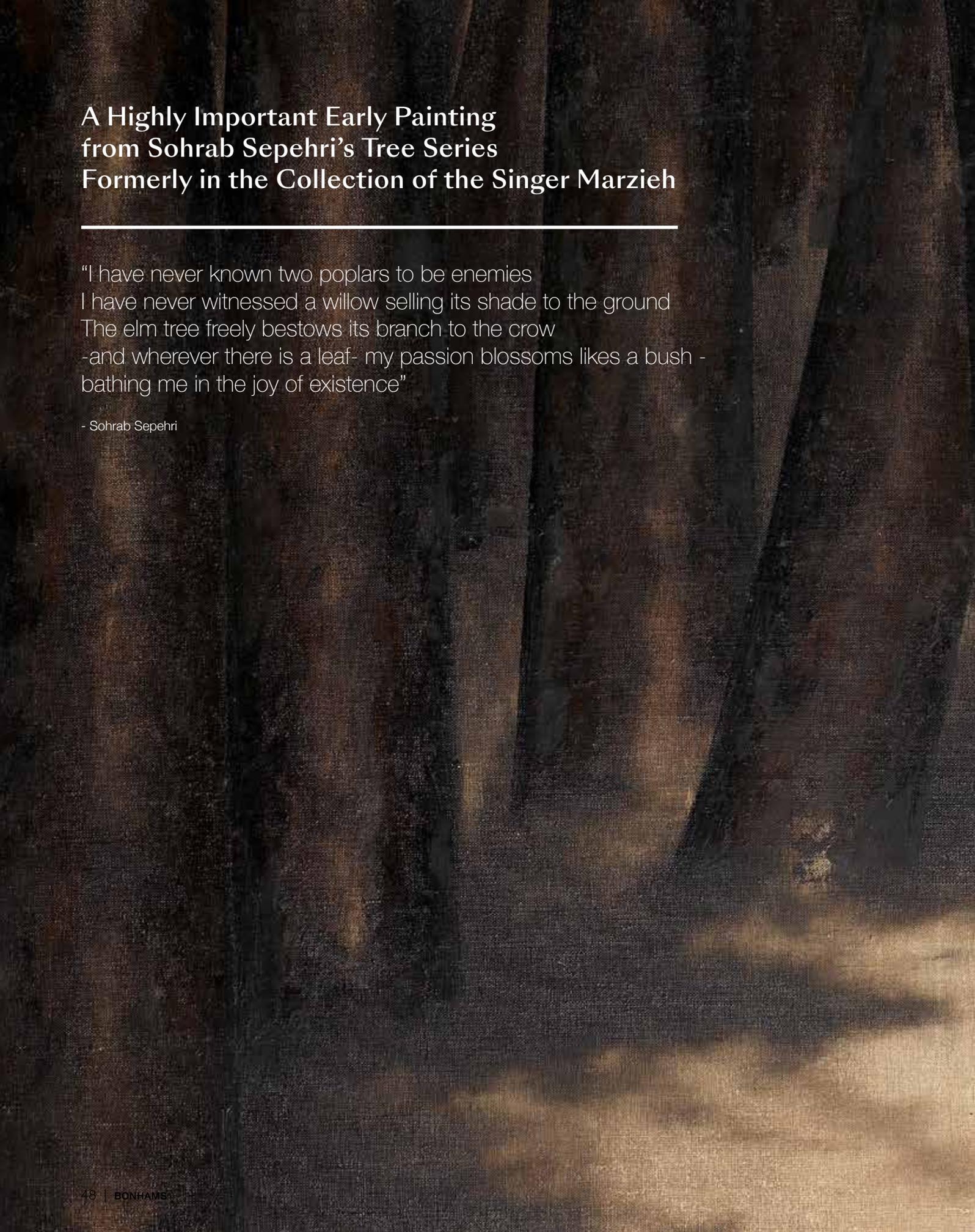
230 x 100cm (90 9/16 x 39 3/8in).

**£15,000 - 25,000**

**€17,000 - 28,000**

**US\$19,000 - 31,000**





## A Highly Important Early Painting from Sohrab Sepehri's Tree Series Formerly in the Collection of the Singer Marzieh

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"I have never known two poplars to be enemies  
I have never witnessed a willow selling its shade to the ground  
The elm tree freely bestows its branch to the crow  
-and wherever there is a leaf- my passion blossoms likes a bush -  
bathing me in the joy of existence"

- Sohrab Sepehri



22 \*

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

Trees

oil on canvas, framed

signed (lower right), affixed with the label of Bourges Gallery on the verso inscribed "Sohrab Sepehri, Tree Series" executed circa 1960's  
*100 x 100cm (39 3/8 x 39 3/8in).*

**£75,000 - 100,000**

**€85,000 - 110,000**

**US\$94,000 - 120,000**

**Provenance**

Property from a private collection, Florida

Formerly property from the collection of the singer Ashraf o-Sadat Mortezaie (Marzieh), acquired at the Bourges gallery circa early 1960's  
Thence by descent to Marzieh's son, Mahmoud Malak Afzal

**Exhibited**

Sohrab Sepehri, Bourges Gallery, Circa Early 1960's

**Labelled**

Bourges Gallery, Sohrab Sepehri, Tree Series, Tehran, Villa Street, Soraya Ave

The present lot is an exceptional early example of Sohrab Sepehri's celebrated Tree paintings and is one of the most deftly executed, refined and technically accomplished works from the series ever to appear at auction. Executed in the early 1960's, the depiction of Trees, for Sepehri, represented an escape from the harsh urban environment that he found so oppressive and melancholic, longing for a return to the verdant pastures of his native Kashan.

The present painting has an extraordinary provenance, having belonged to the legendary Iranian singer Marzieh and thence by descent to her son. A household name in Iran, Marzieh was as closely identified with her country's music as the great Egyptian chanteuse Umm Kulthum was with hers. Marzieh began her career in the early 1940s and was for decades a ubiquitous presence on radio and in concert. Over the years she performed for many world leaders, including the Shah of Iran, Queen Elizabeth II, de Gaulle and Nixon.

Sepehri's strong representational impulse propelled by a love of the natural landscape of his native of Kashan and the near monastic technical discipline honed from his study and mastery of Eastern painting techniques. Poet, artist and intellectual, Sepehri's mild manner and withdrawn persona belied the richness of expression manifest in his works. Enraptured by nature, Sepehri had a deep and profound attachment to the topography of his native Kashan, the "oasis city" where trees and vegetation sprung amidst the arid desert. The genesis of Sepehri's work was firmly rooted in this landscape, and he often bemoaned the long periods of absence from Kashan he had to endure when exhibiting and working abroad.

Sepehri had a firm belief in the inherent grace and nobility of the nature he so admired. Inspired by Eastern traditions, with which he had direct contact during travels in India and Japan, Sepehri came to see the purity of the natural world as an antidote to the corruption of the human condition. Removed from the sphere of urban tumult, an unblemished natural world exhibited order, harmony and simplicity.

Sepehri's focus however, fell on perhaps nature's most visually striking and symbolically potent inhabitant; the tree. Monolithic, life-exuding, and perpetual, the tree is both the ultimate example of the force of nature, and its symbolic focal point, harbouring all four elements of life; soil within its roots, water within its ducts, expelling life giving oxygen and providing the fuel for fire, its form and significance gripped Sepehri's creative faculties.

Sepehri's choice in depicting this singular archetype of nature derives from his belief in the beauty of the concise. Zen tradition encourages the shedding of excess and the absence of the superfluous, to this end Sepehri depicts only trunks, for he was no realist, and was concerned more with the meaning of a tree, its aesthetic essence, than construing its actual physical occurrence in a specified landscape.

Combined with this, he employs a limited palette, consisting of coloured grays and dark greens. The limiting of colour to an absolute minimum is a conscious exercise in terseness, echoing the formal restraints of the Zen haiku which are limited to seventeen syllables, and reflecting Sepehri's belief that economy in colour resulted in greater artistic lucidity. Despite this terse palette, Sepehri manages to faithfully capture the texture, complexity and light and dark tonal variations between his tree trunks, delineating gracefully where trunks and branches engage, interlope and separate.

Ultimately, for Sepehri, the depiction of a tree was a meditative endeavour, in the Japanese tradition of "hitsuzendo", an attempt at creative self-reflection. Unlike Western traditions where the artist uses his faculties to fashion a work into existence, the Zen painting tradition holds that the "man the art and the work are all one".

Flawlessly executed, the present work is not only superlative in its composition but stems from one of the most creatively fertile years in Sepehri's career, when the artist had no fewer than four major solo exhibitions in Paris, New York and Tehran. Archetypal, exemplary and sublime, the present painting is a work that is truly deserving of the title, "best of breed"



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

- Clement Greenberg

**A MONUMENTAL PAINTING OF A STILL LIFE BY MANOUCHER YEKTAI FORMERLY IN THE COLLECTION OF THE RENOWNED PHOTOGRAPHER ROBERT MONROE**

23 \*

**MANOUCHER YEKTAI (IRAN, BORN 1922)**

Still Life In Frame

oil on canvas, framed

signed and dated ‘Yektai 56’ (lower right), executed in 1956

177 x 126cm (69 11/16 x 49 5/8in).

£80,000 - 120,000

€90,000 - 140,000

US\$100,000 - 150,000

**Provenance**

Collection of Robert Monroe, New York

Christie's, Modern & Contemporary Art, Dubai, October 2016

Private from a private collection, London

Bonhams have the rare honour of presenting one of the most formidable examples of Manoucher Yektai's inimitable and striking expressionist still life compositions. A painting of remarkable pedigree, “Still Life, Framed” was originally in the collection of Robert Monroe, a renowned photographic journalist and friend of the artist

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

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

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

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

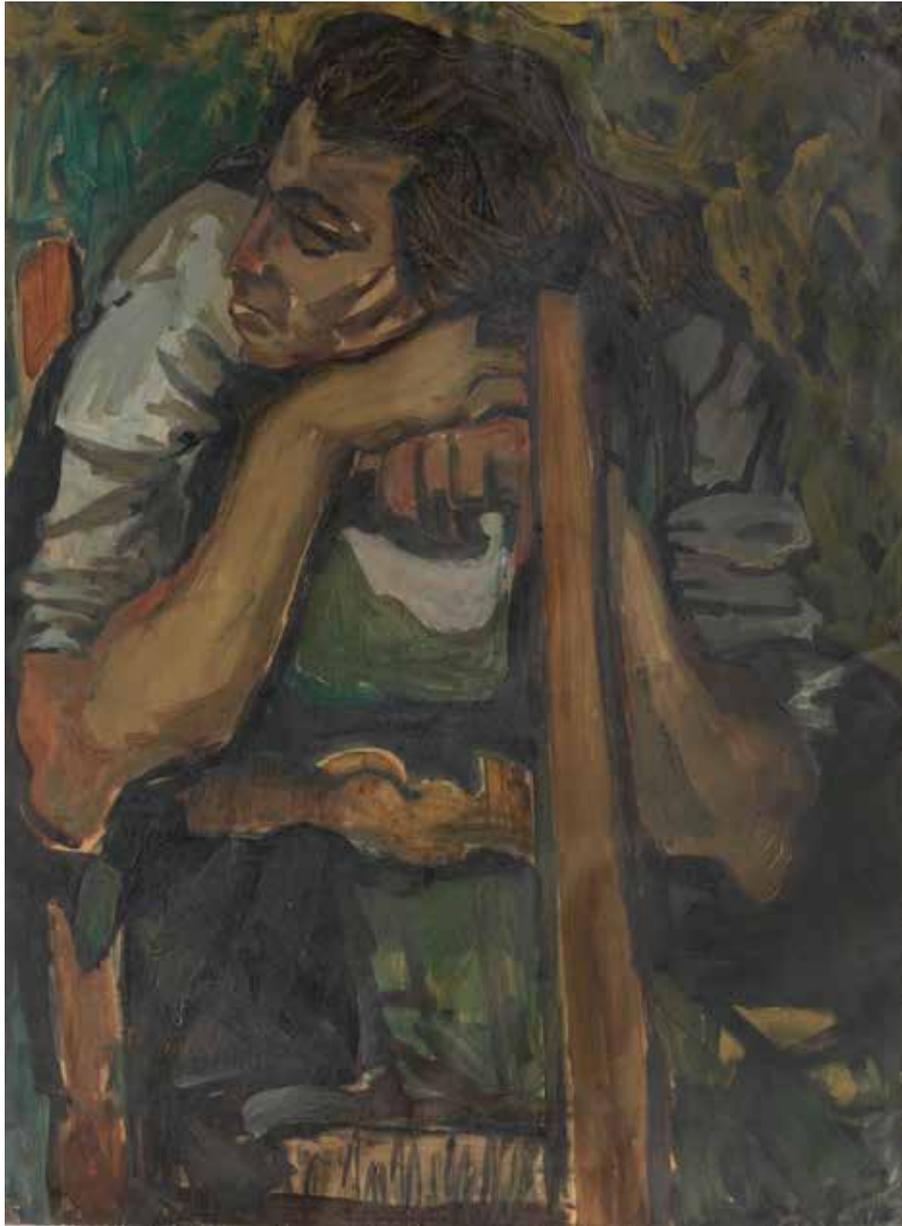
Between 1945 and 1947, he studied with Amédée Ozenfant in Paris, France, and later in New York City. In 1951 and 1952 Leo Castelli brought some friends, including early Abstract-Expressionist painters, to see Yektai's New York exhibitions shows. Castelli introduced him to the 9th Street Club in 1951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

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









24

24  
**MARCOS GRIGORIAN (IRAN, 1925-2007)**  
Seated Woman  
oil on cardboard, framed  
signed (top right)  
*100 x 75cm (39 3/8 x 29 1/2in).*

£7,000 - 10,000  
€7,900 - 11,000  
US\$8,700 - 12,000

**Provenance**  
Property from a student of the artist, London

25 \*  
**MARCOS GRIGORIAN (IRAN, 1925-2007)**  
Earthwork  
soil, resin and mixed media on canvas  
signed and dated on the verso, executed in 1980  
*72 x 72cm (28 3/8 x 28 3/8in).*

£15,000 - 20,000  
€17,000 - 23,000  
US\$19,000 - 25,000

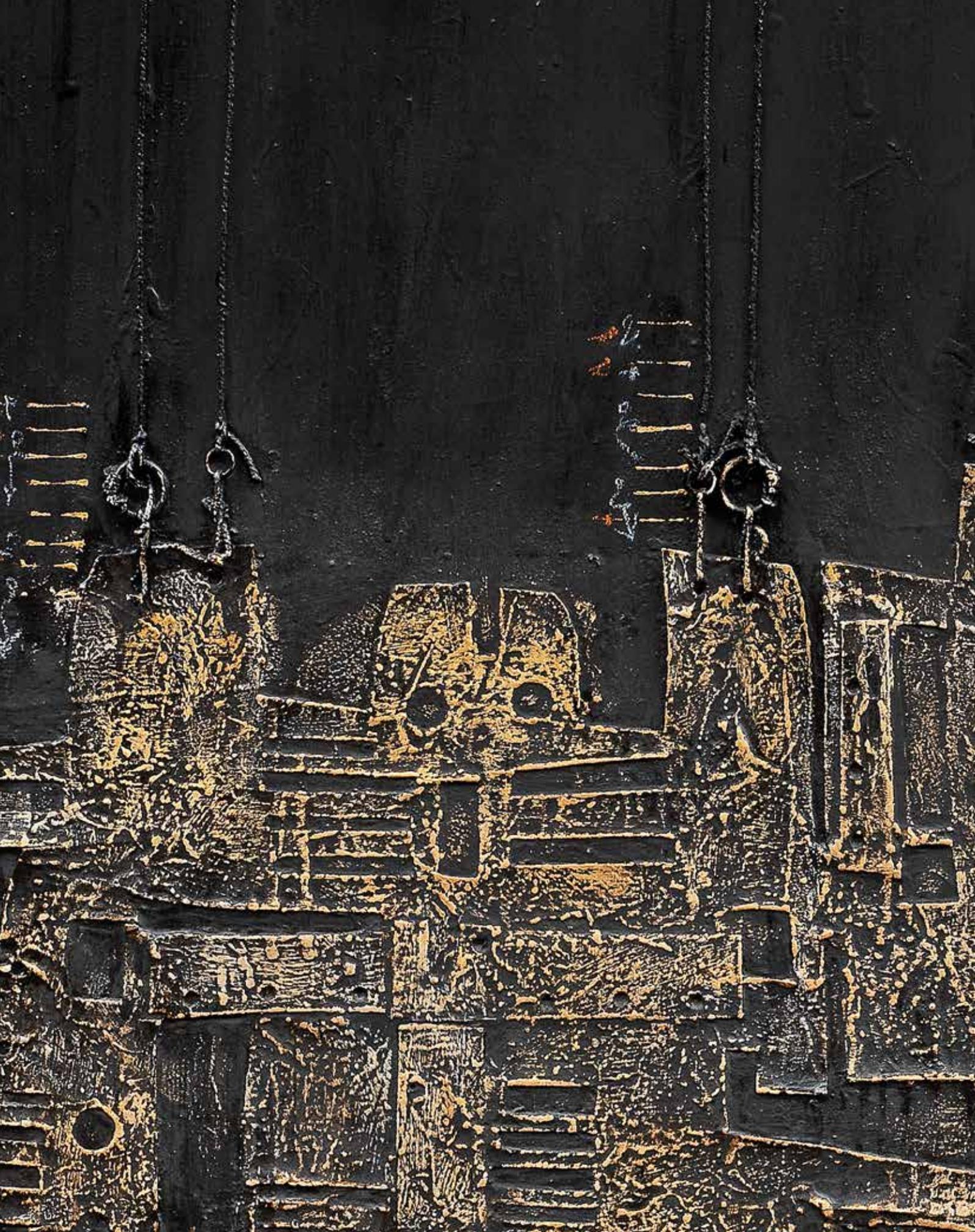
**Provenance**  
Property from a private collection, Los Angeles  
Acquired directly from the artist by the present owner, New York, 1991

'Perhaps I was homesick for the native soil of Iran, or maybe it was just the opposite – a reaction to being obsessed with my past'

- Marcos Grigorian



25





26 \*

**MASSOUD ARABSHAHI (IRAN, 1935-2019)**

Sacred Geometry

mixed media on canvas, framed  
executed in 1982

150 x 130cm (59 1/16 x 51 3/16in).

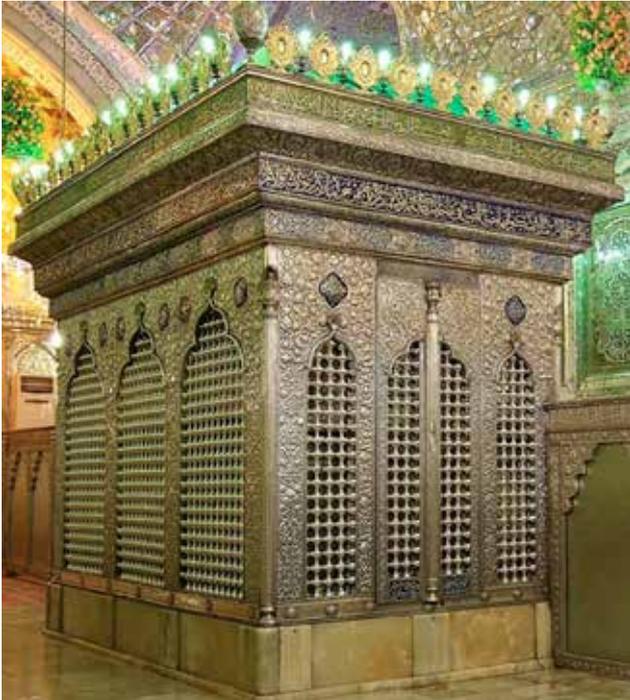
£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 37,000

**Provenance**

Property from a private collection, Dubai



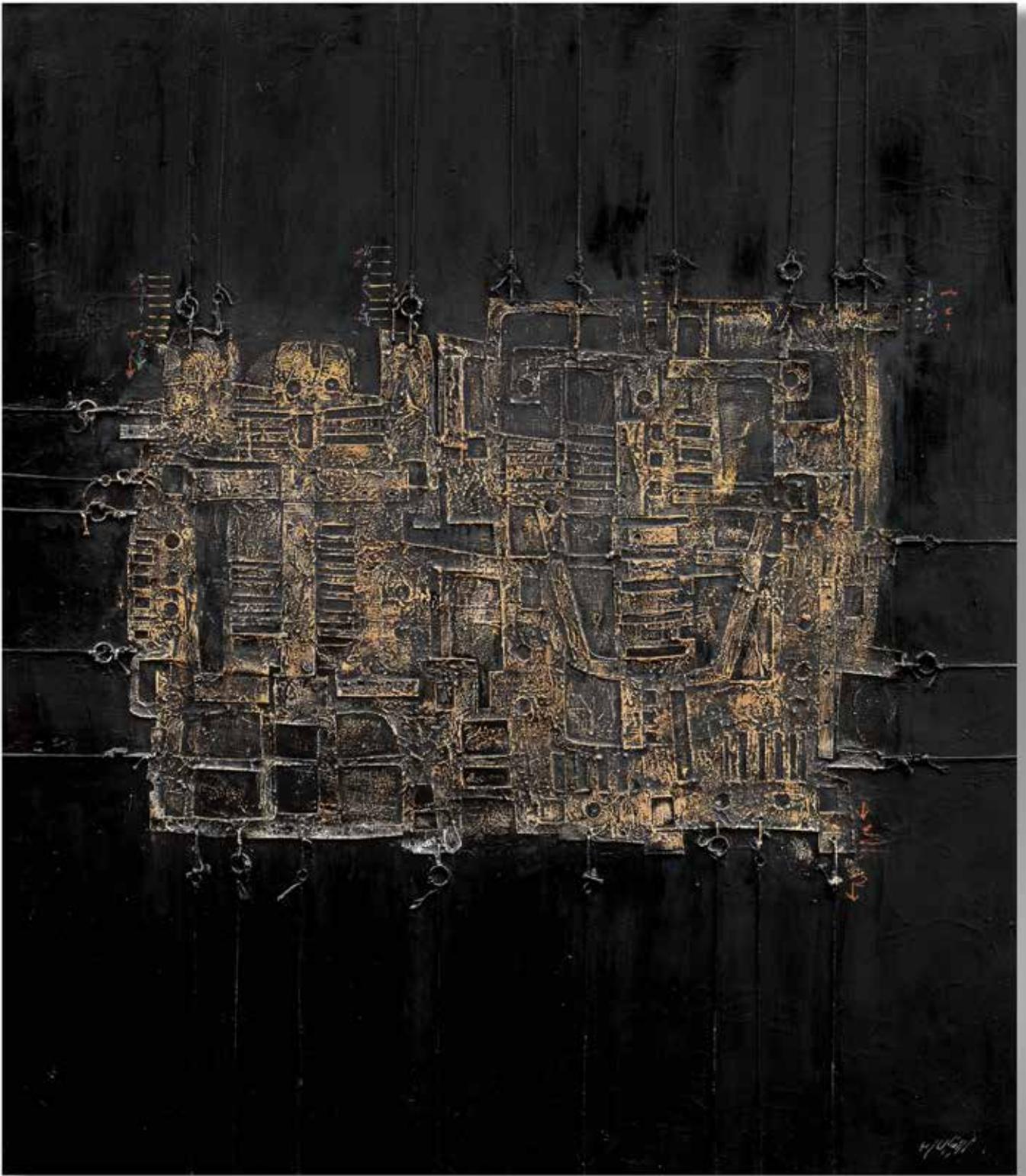
“Ten Powers, and nine spheres, eight heavens  
made He, And planets seven, of six sides, as we  
see, Five senses, and four elements, three souls,  
Two worlds, but only one, O man, like thee.”

-Omar Khayyam

Massoud Arabshahi was one of the key protagonists of the Iranian neo-traditionalist movement, and notably one of the only artists of his ilk to pursue their agenda through pure painting and not calligraphy. Fascinated by the textual, architectural and mathematical elements of traditional Persian imagery, Arabshahi's work is punctuated by motifs which carry strong metaphorical significance. All this is done with an unequivocally modern and wholly abstract aesthetic.

The severe, charcoal hue that Arabshahi employs in the present work recalls ancient Persian rock reliefs of the kind found at Persepolis, Behistun and Pasargade combined with interlaced metallic mesh forms often seen on tomb enclosures in Shi'ite shrines. The mixture of geometrical and angular shapes all contains esoteric significance for Arabshahi. An artist enraptured by the recurrence of symbols, his works are riddled with semiotic iconography: arc shapes denote the perfection of celestial geometry and abstract glyphs recall ancient Persian cuneiform, their indiscernibly a testament to the extinction of the culture that once gave them meaning.

For millennia human art has demonstrated the ability to reflect, narrate, and signify meaning through signs and symbols. Arabshahi's compositions ultimately remind us that regardless of the age we live in, or our varying modes of expression and communication, we all have the innate propensity to invest in symbols and images, elements of our collective consciousness uncapturable in words.







27

**CHARLES HOSSEIN ZENDEROUDI (IRAN, BORN 1937)**

TCHE+PANGOM

oil, acrylic and pigment on canvas

executed in 1973, signed titled and dated on verso

118 x 99cm (46 7/16 x 39in).

£60,000 - 80,000

€68,000 - 90,000

US\$75,000 - 100,000

**Provenance**

Property from a private collection, Paris

**Notes**

This work is accompanied by a certificate of authenticity from the Charles Hossein Zenderoudi archives and will be included in the forthcoming Charles Hossein Zenderoudi catalogue raisonnée.

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

His choice of subject matter, calligraphy, has historically been the most established mode of formal artistic expression prevalent in Iran, but, by emphasising form over meaning, and by stripping the written word down to its aesthetic, structural, fundamentals, Zenderoudi subverts the traditional values of Persian calligraphy. Zenderoudi's text is intentionally illegible and carries no literal meaning, freeing it from the constraint of linguistic limitation, and imbuing it with a sense of universality which rescues the archaic practice of calligraphy from obscurity, giving it renewed relevance in a contemporary context.

Zenderoudi's compositions pay homage to centuries of Persian religious imagery and employ a systematic repetition of letter-forms that finds its genesis in the mystical practice of Sufi numerologists, who believed in the spiritual significance of singular letters and worked these principles into hugely intricate talismanic charts. Zenderoudi's methodical compositions, whilst not accurately following the grammar or axioms of numerology, capture the aesthetic and conceptual qualities of its cryptic nature.

Zenderoudi's early works focused on dense talismanic imagery, mixing iconography, freehand script and numerals. The density of these compositions sought to capture the visual intensity of popular religious expression in Iran, where banners, standards, altars, murals and mosques exuberantly adorn the urban landscape.

Works from the present series, composed in the 1970's, mark a shift towards a more avant-garde, patterned, technical and measured approach to calligraphy. The crowded iconography of the early works is replaced by a greater focus on singular and recurring letter-forms, which exhibit a formal refinement lacking in their earlier counterparts. The present work also marks a conceptual shift away from the more overtly traditional subject matters and more towards a pure, patterned aesthetic which emphasises the meditative and visual elements of letter depiction over their linguistic connotation.

Measured but spontaneous, technical yet effuse, Zenderoudi manipulates Persian calligraphy with effortless ease, boasting a visual scope which faithfully captures the salient elements of Iran's traditional popular religious aesthetic. Rendered with the use of rich and vibrant colours, his canvases replicate the tonal and textural qualities of the votive art so common to the Iranian urban landscape.

Almost rhythmic in its grace, balance and composition, the present work is one of the finest examples of Zenderoudi's work from this period.



28 \* TP

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

Zekre Allah

oil on canvas in four parts, framed

each panel signed, executed circa early 2000's

*200 x 200cm (78 3/4 x 78 3/4in).each panel: 100 x 100cm*

**£50,000 - 80,000**

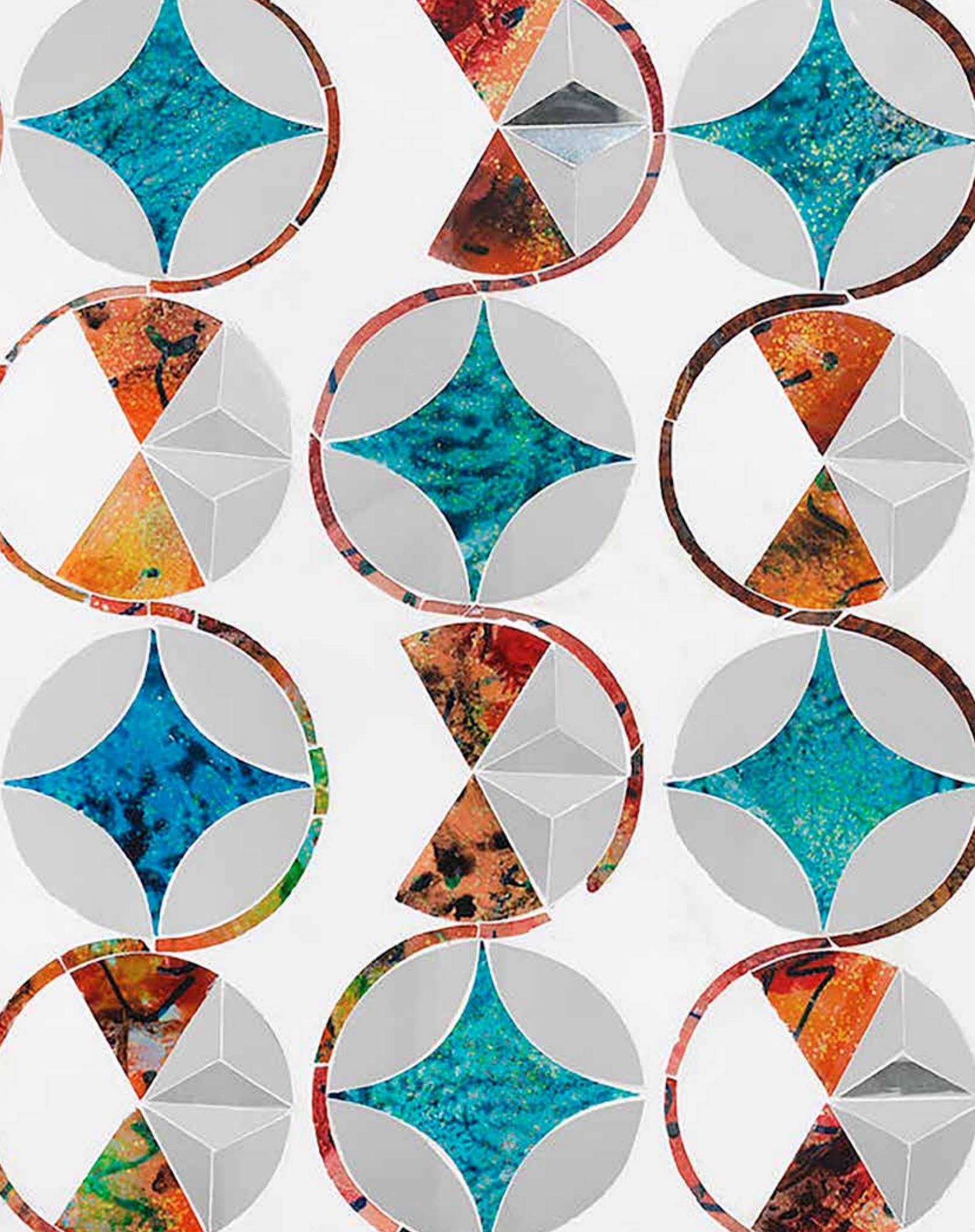
**€56,000 - 90,000**

**US\$62,000 - 100,000**

**Provenance**

Property from a private collection, Dubai







“Awake! for Morning in the Bowl of Night  
Has flung the Stone that puts the Stars to Flight:  
And Lo! the Hunter of the East has caught  
The Sultan’s Turret in a Noose of Light”

- Omar Khayyam

29

**MONIR FARMANFARMAIAN (IRAN, 1924-2019)**

Stars

mirror, reverse glass painting and plaster on wood, framed  
signed “Monir.Sh-Farmanfarmaian Tehran” and dated “November  
2005” in English and Farsi (on the reverse), executed in 2005  
*90 x 50cm (35 7/16 x 19 11/16in).*

**£40,000 - 60,000**

**€45,000 - 68,000**

**US\$50,000 - 75,000**

**Provenance**

Property from a private collection, Paris

**Exhibited**

Dubai, The Third Line, Recollection: Works by Monir Shahroury  
Farmanfarmaian, 2007

The late Monir Farmanfarman's work is a testament to the marriage of art and craft which defines the visual legacy of Iran. The unity of these two traditions is a hallmark of Iranian art, whose artisanal roots continue to shape a visual tradition defined by skill, application and a striving for technical excellence.

The unique nature of her work lies in her medium of choice, mirrored tiles, which she uses to great effect. This technique draws on the tradition of Persian *ayneh-kari* or mirror work. Mirror work was a distinct artistic feature of Persian stately homes and palaces, with the Hall of Mirrors in the Golestan Palace and the Shrine of Imam Reza generally recognized as the finest examples of this applied art-form. The cutting of glass into strips and tiles and their adjacent placement created a stunning visual effect, and one which Monir uses to great effect.

It should, however, be noted that mirror work always stood as a secondary decorative component of a larger structure. Through her works, Monir disengages mirror work from its dependence on architecture, and in doing so, re-invents it as an individual art form, and no longer a mere ornament.

The circular and polygonal shapes Monir uses hark back to traditional Islamic geometric and curvilinear patterns. The patterns themselves have profound religious connotations; whilst portraiture and humanist art was deemed profane, Islamic artists sought abstract methods of expressing the power and splendour of the divine.

Scrolling forms give the impression of unending repetition, a symbol of infinity and the infinite nature and wisdom of God. The use of the circle again represents divine perfection and completeness. In addition to the consistent use of these shapes, Monir's mirror work is shaded in red, green and white, the colours of the traditional Iranian urban landscape.

Ultimately, Monir's artistic production is a synthesis of Persian elements and a more captivating, modernist flair. Whilst her work speaks the language of her country's traditional architecture, its abstraction makes it universally accessible, engendering a work which is as meaningful as it is aesthetic.



“Abstraction was a goal and figuration  
the means of achieving that goal”

- Leyly-Matine Daftary

30 \*

**LEYLY MATINE-DAFTARY (IRAN, 1937-2007)**

Untitled

oil on canvas, framed

signed and dated 94 bottom centre, executed in 1994

115 x 145cm (45 1/4 x 57 1/16in).

**£20,000 - 30,000**

**€23,000 - 34,000**

**US\$25,000 - 37,000**

**Provenance**

Property from a private collection, North America

Acquired directly in Paris from the Artist by the present owner

Bonhams is proud to present this magnificent painting by one of Iran's foremost female modernists Leyly-Matine Daftary. Leyly was born in Tehran in 1937. After having completed her primary education in Tehran, she attended Cheltenham Ladies College in Gloucestershire. She then went on to obtaining a Fine Art degree from the Slade School of Fine Arts in London before returning to Tehran in the late 1950s. Her artistic career began in the early 1960s, an era of great innovation in the arts in an international scale. Leyly was part of the first generation of Iranian women artists and part of the new wave of artists in Iran breaking against traditional art forms and techniques. The year of the revolution 1979 Leyly moved to Paris where she lived for the rest of her life.

Here the artist beautifully captures an aerial view of a haft-seen set up. The warm but soft colour palette and the delicate placement of the pieces in conjunction with the backdrop of the wooden floor creates a visually abstract overall composition. Leyly is best known for her focus on extreme simplification of form, freshness of colour and the reduction of space into flat surfaces.

A symbolic illustration of Nowrouz is setting up a decorative table called the Haft-Seen (the seven “S’s”). Norouz marks the first day of the new year; the vernal spring equinox which has been celebrated by people of Iran and Mesopotamia since antiquity. Although continuously celebrated in Iran for at least three thousand years, Norouz is currently commemorated by several hundred million diverse peoples spanning from northwest china, India and central Asian Republics, the Caucuses, Turkey and Eastern Europe, Iraq and westward to Egypt.

Items on the Haft Seen table refer to new life and renewal, and they are based on the magic of the number seven (Haft in Farsi). The number seven has been sacred in Iran since the ancient times, and the seven dishes stand for the seven angelic bearers of life-rebirth, health, happiness, prosperity, joy, patience, and beauty. Although the custom has evolved over the centuries and may have regional variations, at least seven basic items are traditionally placed on the Haft Seen table, each of the seven beginning with the letter “s” (Seen in Persian). Most of them also refer to the seven Zoroastrian immortals of the ancient Iran who guarded the sky, waters, earth, fire, plants, animals, and humans.



31

**MEHDI VISHKAI (IRAN, 1920-2006)**

Portrait of Pari

oil on canvas

signed "Vishkayi" and dated in Farsi and English, executed in 1971

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

**£14,000 - 18,000**

**€16,000 - 20,000**

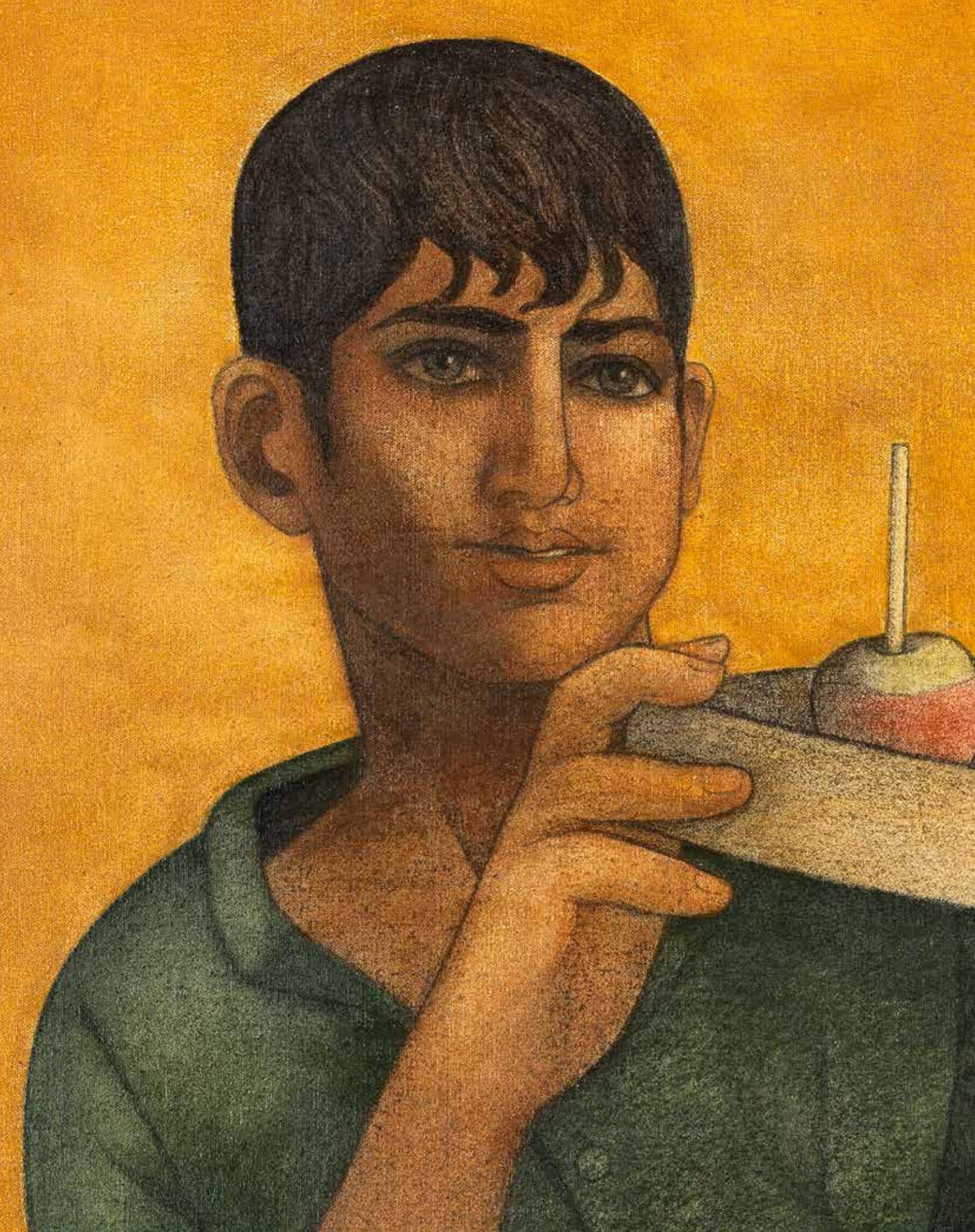
**US\$17,000 - 22,000**

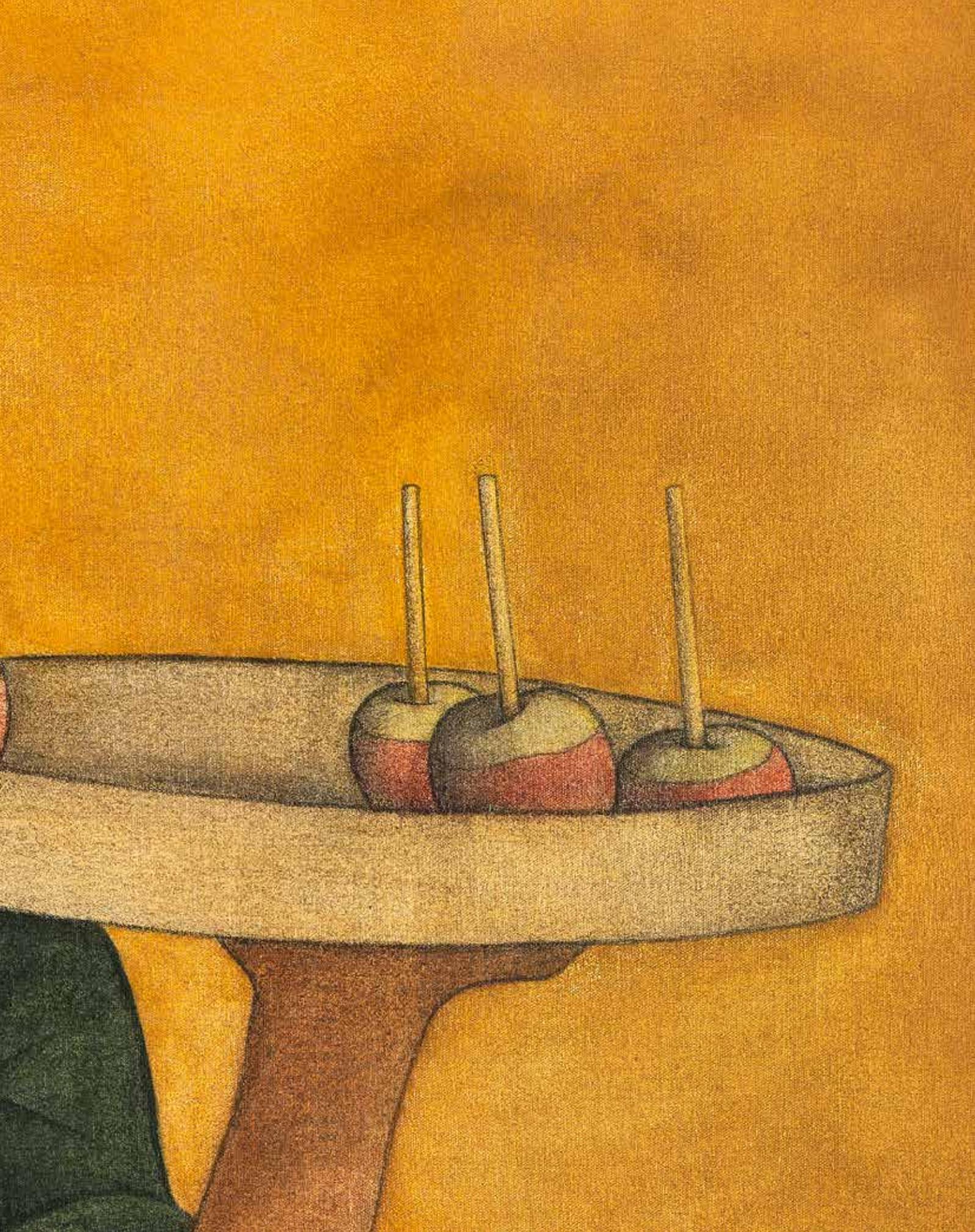
**Provenance**

Property from a private collection, UK

Acquired directly by the sitter in Tehran, 1971









32

32

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

A Boy with a tray of Apples

oil on canvas

executed in 1975

94 x 75cm (37 x 29 1/2in).

£30,000 - 50,000

€34,000 - 56,000

US\$37,000 - 62,000

**Provenance**

Property from a private collection, London

Acquired directly by the above from Hadba Qabbani

33 \*

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

The Launderette

oil on chipboard

signed and dated in Arabic and English (lower left), executed in 1974

95 x 75cm (37 3/8 x 29 1/2in).

£30,000 - 50,000

€34,000 - 56,000

US\$37,000 - 62,000

**Provenance**

Property from a private collection, Lebanon

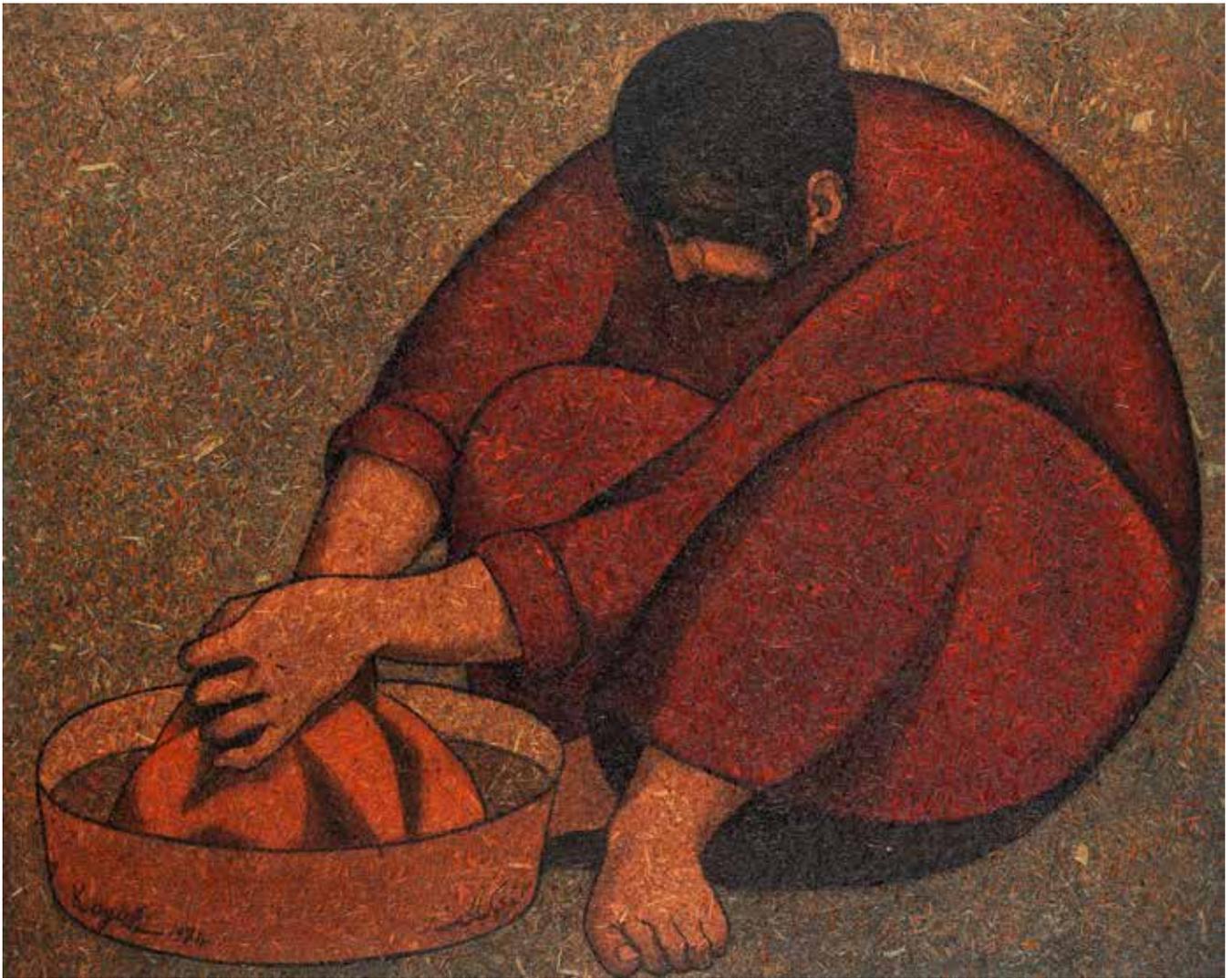
Acquired directly from the artist by the present owner

**Published**

The Artists official website: [http://www.louaykayali.com/index.php?page=categories&op=view\\_paint&lang=en&pnt\\_id=453](http://www.louaykayali.com/index.php?page=categories&op=view_paint&lang=en&pnt_id=453)

**Note**

Accompanied by a certificate of authenticity from the artist's family, signed by Dr Saad Taha Kayyali and Souraya Zureick Kayyali



33

Louai Kayyali is remembered as one of the most sought-after Arab artists of the Modernist era. We are delighted to be presenting two exquisite examples of the artist's tender and ennobling depictions of Syrian daily life. These paintings come to market with a distinguished provenance; "The Launderette" having been acquired directly from the artist by one of his relatives and "Boy with a tray of Apples" coming from the distinguished collection of the late Hadba Qabbani, daughter of the late Syrian poet Nizar Qabbani, who acquired the painting directly from the artist.

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, Kayyali 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 such as newspaper sellers, shoe-shiners, and the characters depicted in the present works.

"The Launderette" and "Boy with a tray of Apples" are prime examples of Kayyali's mature period in which key characters from Syrian daily life merge to the forefront. In this body of work, Kayyali highlights the protagonist's struggle and vividly captures how political upheaval affected the Syrian population's demeanor, shaping a culture and society that led to poverty and societal marginalization. Kayyali conveys a mixture of empathetic admiration and sad affection for his poor but noble subject matters.

These mesmerizing portraits condensing all minor detail articulate the softness and vulnerability of Kayyali's subjects. Melancholy, resignation and solitude best characterize 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 externalized the pressing humanitarian and political issues that surrounded him. Kayyali's powerful depictions of ordinary people are characterized by strong fluid lines that define the figures and the absence of extraneous detail.

“There’s nothing that I’ve wished for that hasn’t happened..and I think that’s incredible”

- Hugette Caland

34

**HUGUETTE CALAND (LEBANESE, 1931-2019)**

Portrait of Ed Moses

oil on canvas

signed and dated 1989 (on the verso)

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

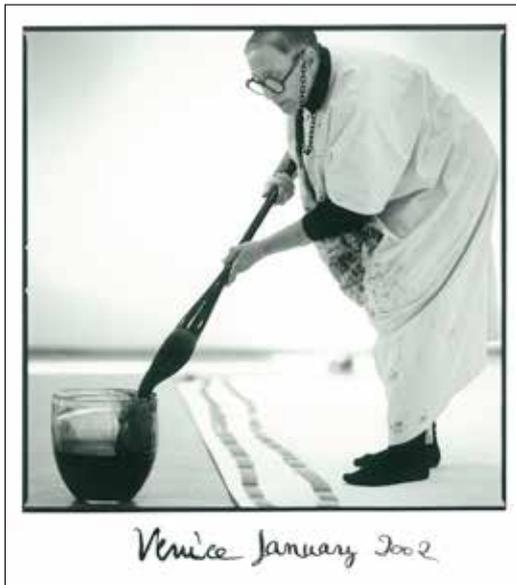
£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 37,000

**Provenance**

Property from a private collection, Paris



In 1964, the year her father died, Caland created her first painting. She enrolled in the art program at the American University of Beirut and, at age 33, began to pursue a career as an artist. Several years later, in 1970, she left her children behind and went to Paris to continue her art practice.

Caland relocated again in 1987, to Venice, California, where she became a member of a vibrant art community. With the help of the late artist Ed Moses, she was able to buy property from painter Sam Francis, who allowed the purchase from his deathbed. Moses later became a good friend of hers

Ed Moses has been a significant figure in contemporary art in Los Angeles since his first solo exhibition at Ferus Gallery in 1958. Since the very beginning, drawing has been central to Moses’s practice. From his large, all-over graphite drawings of roses from the 1960s to his signature diagonal grids of the 1970s and beyond, Moses’s work has always been grounded in graphic experimentation.

The first museum presentation of the artist’s drawings since 1976, Ed Moses: Drawings from the 1960s and 70s is comprised of approximately 100 works from LACMA’s collection, the artist’s own holdings, and those of other museums and private collections.



## Adam Henein : A Life Of Creativity

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"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





35 \*

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

The Bird

bronze

signed "A.HENEIN" and numbered "7/8", number 7 from an edition of 8, executed in 1973-2009

60 x 35cm (23 5/8 x 13 3/4in).

£40,000 - 50,000

€45,000 - 56,000

US\$50,000 - 62,000

**Provenance**

Property from the Artist's Estate

Bonhams are delighted to present a group of important works by one of the most prominent Arab sculptors of our time, Adam Henein. The following works span not only the artist's renowned sculptural work but also his groundbreaking modern compositions on papyrus

Abstract forms, pure volumes and dynamic movement characterise his mature works. "Bird" 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.

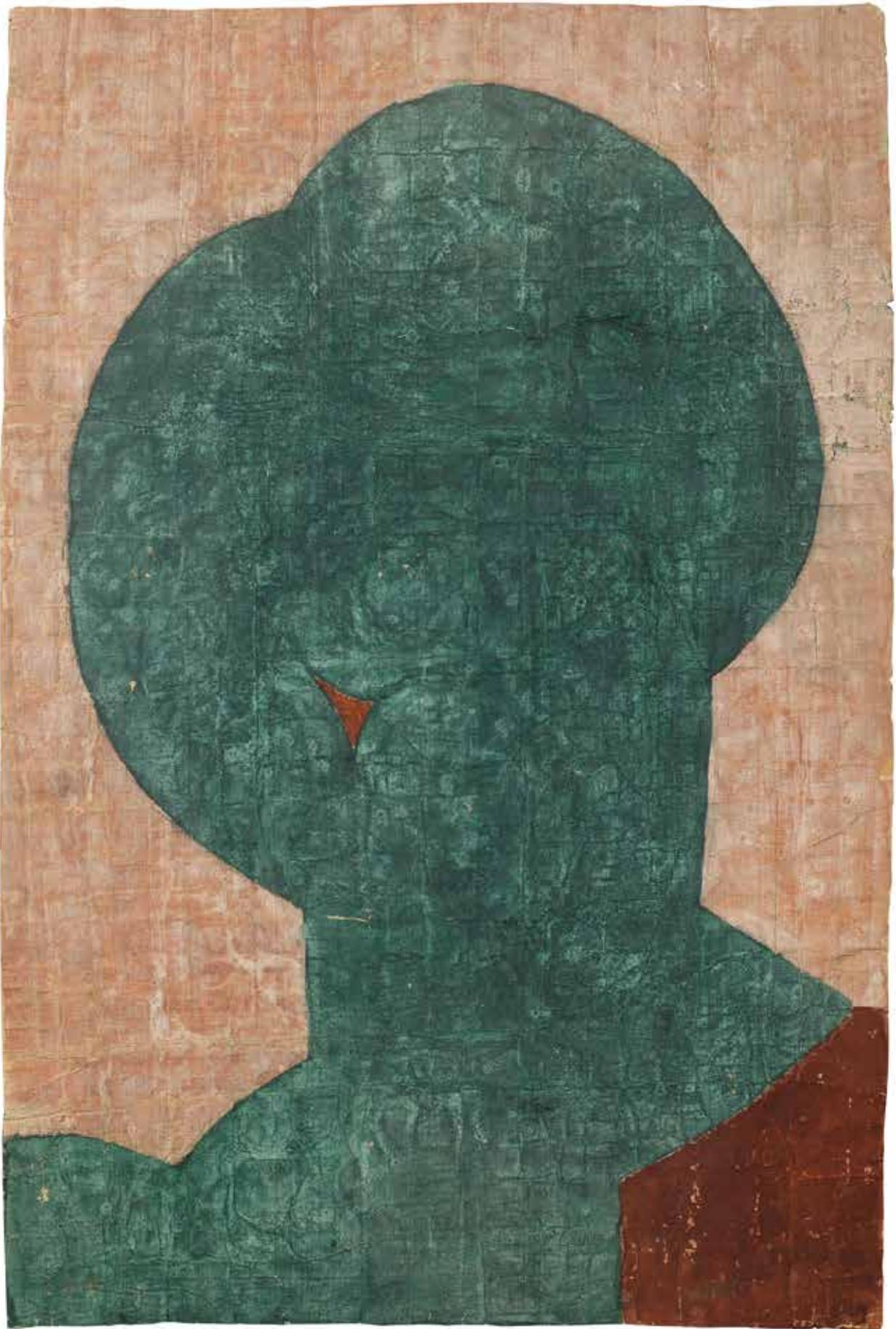
Adam Henein was born in Cairo in 1929 into a family of metalworkers. In 1953, he graduated from School of Fine Arts, Cairo, he went on to receive a two-year grant to study at the Luxor Atelier. The atelier was established a decade earlier by the notable Egyptian artist and scholar Mohamed Nagi to promote 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 Institut 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.





36 \*

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

Our Lady of the Nile

natural pigments and gum arabic on papyrus, framed  
signed "Adam Henien" in Arabic (lower right) and inscribed "A.H"  
left), executed circa 1980's  
52 x 35cm (20 1/2 x 13 3/4in).

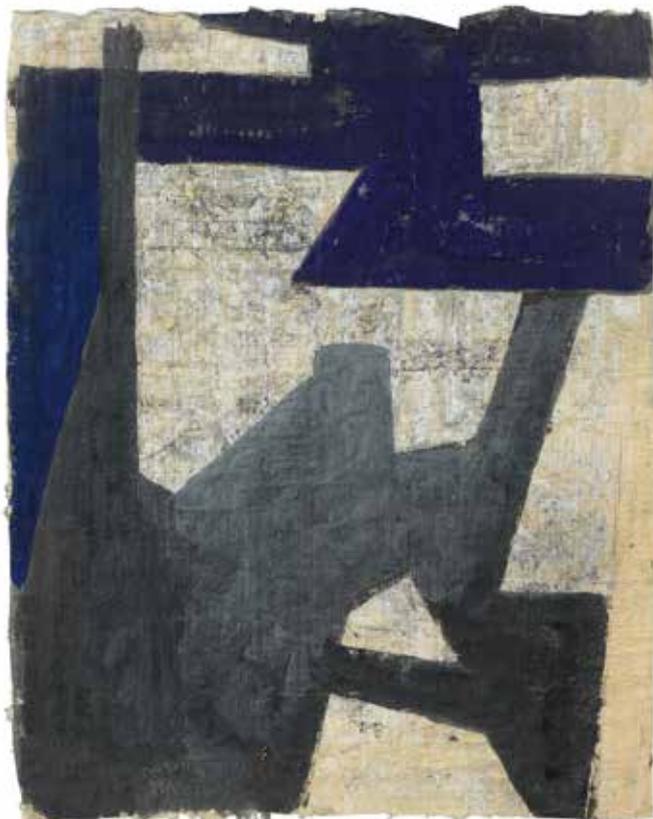
£6,000 - 8,000

€6,800 - 9,000

US\$7,500 - 10,000

**Provenance**

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



37

37 \*

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

Monument

natural pigments and gum arabic on papyrus,  
framed  
signed "Adam Henien" and dated "1980" in  
Arabic (lower left), executed in 1980  
40 x 32cm (15 3/4 x 12 5/8in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,200 - 8,700

**Provenance**

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



38

38 \*

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

Abstract Melody

natural pigments and gum arabic on  
papyrus, framed  
signed "Adam Henein" and dated "1982" in  
Arabic (lower left), executed in 1982  
38 x 27.5cm (14 15/16 x 10 13/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,200 - 8,700

**Provenance**

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

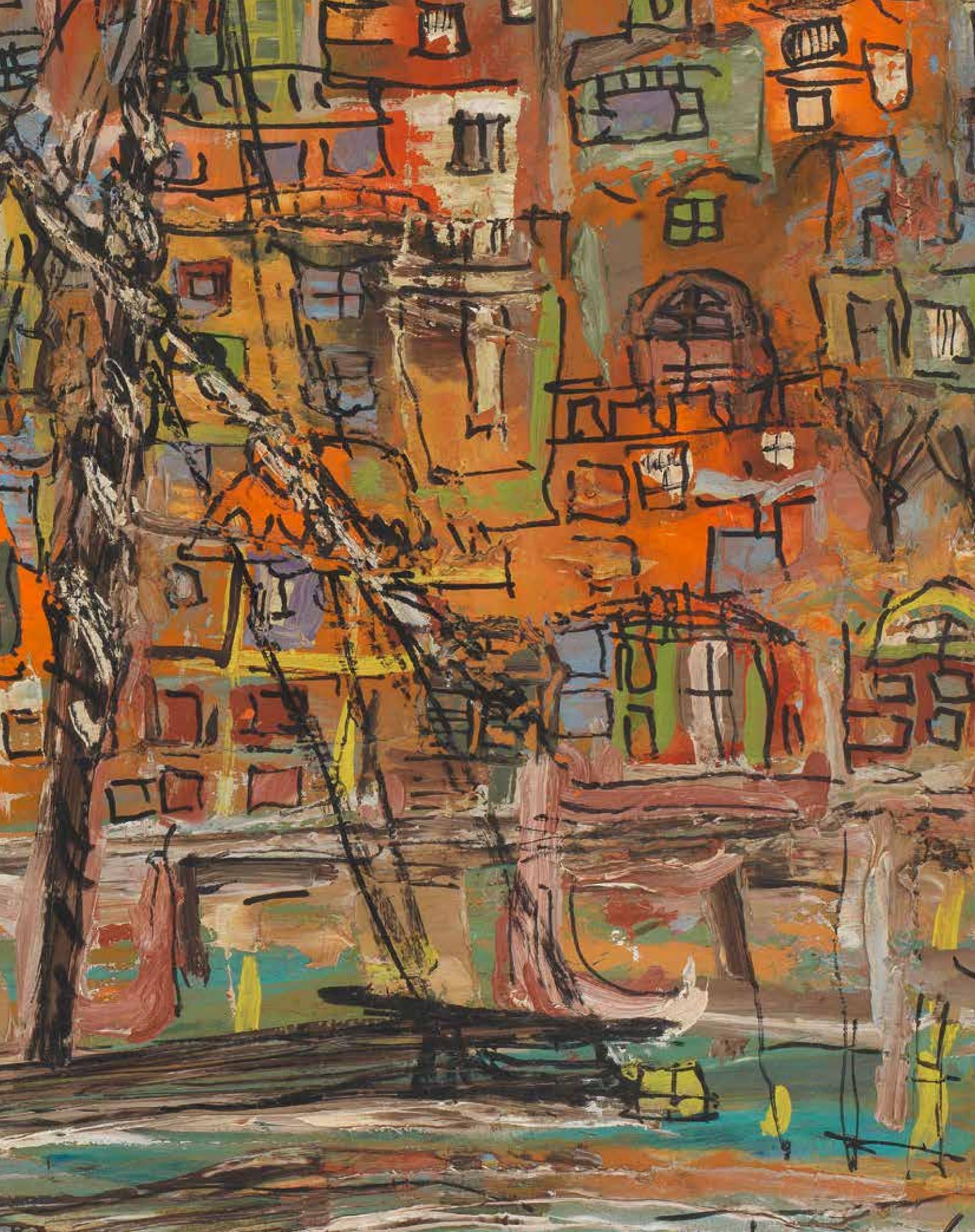


Giulia

1950

1950

1950





39

39 \*

**GAZBIA SIRRY (EGYPT, BORN 1925)**

The Ship

oil on paper, framed

signed "Gazbia" in Arabic and English (lower left), executed circa 1970's

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

£5,000 - 8,000

€5,600 - 9,000

US\$6,200 - 10,000

40 \*

**GAZBIA SIRRY (EGYPTIAN, BORN 1925)**

Mankind

oil on panel, framed

signed "Gazbia" and dated "97" (lower right), executed in 1997

55 x 48cm (21 5/8 x 18 7/8in).

£8,000 - 12,000

€9,000 - 14,000

US\$10,000 - 15,000

**Provenance**

Property from a private collection, Alexandria

Gazbia Sirry was part of a group of female artists who came to prominence in the 1950s during the Nasser Era in Egypt. Throughout her sixty-year career, she has responded to shifts in the political, social, and artistic climates in Egypt. She is well respected for her richly colored canvases as well as her savvy perseverance in the occasional turbulence of the Egyptian art world.

Sirry was born in 1925 in Cairo into a wealthy family, and she came of age as an artist during the years surrounding the 1952 Free Officers Revolution. After graduating from the Higher Institute of Art Education



40

for Women Teachers in 1950 (Currently the Faculty of Art Education, Helwan University), she earned government scholarships that sent her abroad, where she pursued her postgraduate studies with Marcel Gromaire in Paris in 1950, and then further studies at the Egyptian Academy in Rome 1952 and at the Slade School in London, in 1953. The government also supported her art making in Egypt. Her early paintings are characterized by depictions of strong, imposing female figures of all social classes. Through this variety, she emphasized that one singular, anonymous woman could not represent Egypt, but rather many different women defined the new Egyptian Republic. She painted these works in vibrant colors with strong black contours and a slight flattening of the picture plane, which became her signature style.

As the 1950s and 1960s progressed, the prominent figures in her early work faded until 1967, when they disappeared altogether. Her canvases still depicted Egyptian figures, but in the late 1950s, her backgrounds became increasingly abstract as her interest in non-representational color and line grew. This fading can perhaps be attributed to her increasing disillusionment with the Egyptian government. In 1959, the government imprisoned her for several days, and her husband for three years due to their alleged Communist activity. Though she recalls her own experience with pride, her husband's imprisonment dealt a severe blow to her faith in the Nasser government.

In 1965, Sirry earned a fellowship to join the Huntington Hartford Foundation in Pacific Palisades, California, an artists' colony in the Santa Monica Mountains. Though she had travelled and studied often in Europe in the 1950s, this was her first visit to the United States. According to the artist, this experience had a profound impact on her art practice. Though she painted primarily representational works while at the colony, the experience introduced her to the American style of abstract Expressionism.

In 1967, figural representations vanished abruptly from her work. Some scholars, such as Jessica Winegar, have posited that this shift was due to the trauma of the Six-Day War in 1967, and point to a painting of the same year, *Grief* (Museum of Modern Egyptian Art, Cairo), as a transitional piece. The work depicts a self-portrait of a floating head in a fiery abstract landscape backed by a pyramid. However, her rising unease with the Egyptian government paired with her experience at the Hartford foundation probably also led to this transformation. Throughout the 1970s, Sirry painted abstract "cityscapes" – complex grids that evoke urban skylines simply but are primarily exercises in color and shape.

**AN IMPORTANT GROUP OF WORKS BY MAHER RAIEF  
FROM A DISTINGUISHED ALEXANDRIAN COLLECTION**

41 \*

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

The Surrealist Coffeehouse

oil on panel, framed

signed "Raief" (lower right), executed circa 1970-1980

78 x 60cm (30 11/16 x 23 5/8in).

**£7,000 - 10,000**

**€7,900 - 11,000**

**US\$8,700 - 12,000**

**Provenance**

Property from a private collection, Alexandria

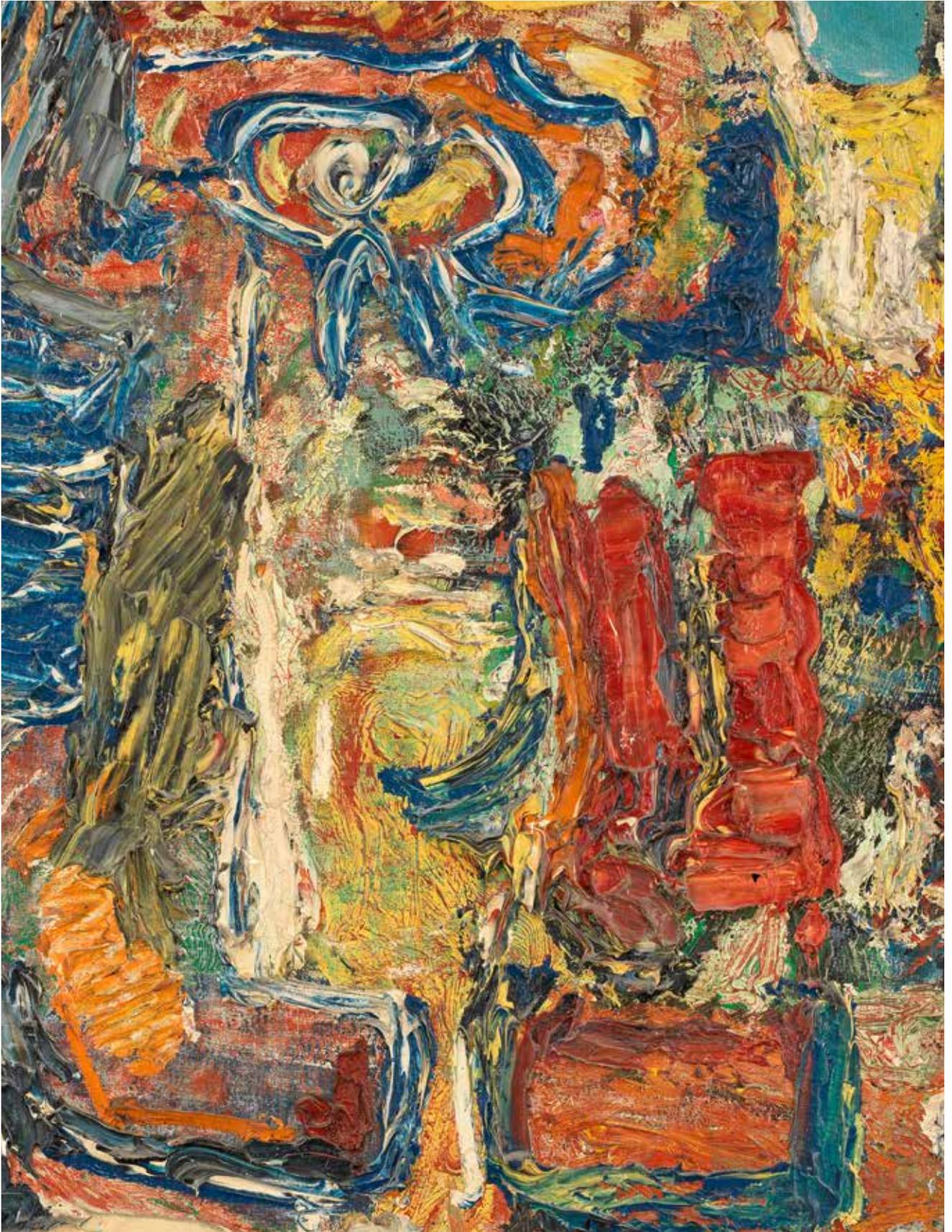
Acquired directly from the Artist by the present owner

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.





42 \*

**MAHER RAI EF (EGYPT 1926-1999)**

Sufi Symbols

monoprints, framed

signed "Rayef" (lower right), executed circa 1970-1980

each print: 60 x 37 cm

£5,000 - 8,000

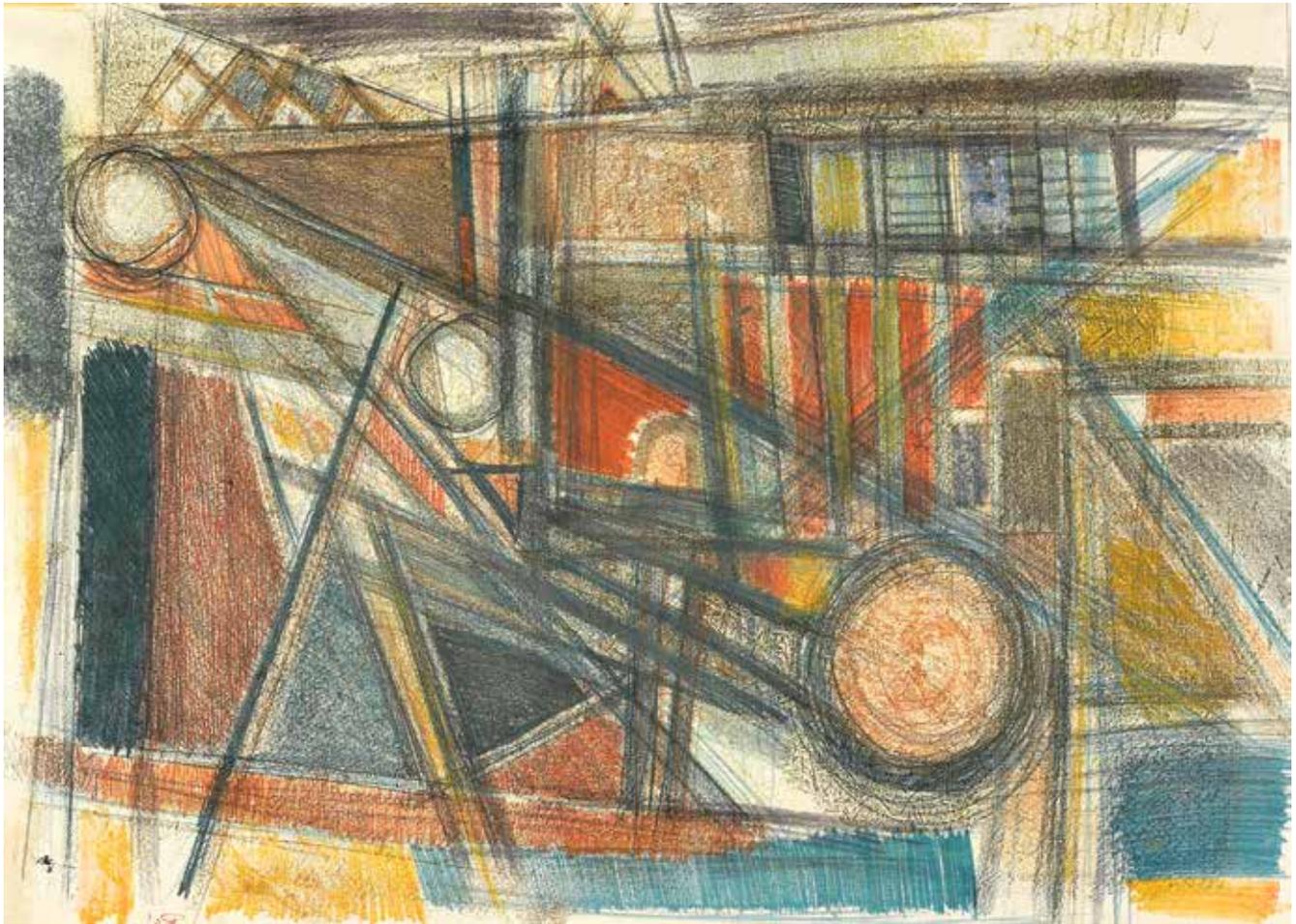
€5,600 - 9,000

US\$6,200 - 10,000

**Provenance**

Property from a private collection, Alexandria

Acquired directly from the Artist by the present owner



43 \*

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

Construction of the High Dam  
mixed media on paper, framed  
signed "Maher Raief" in Arabic (lower left), further inscribed "Ahmed,  
Maher Raief, Professor at the Faculty of Fine Arts, Alexandria" and  
titled "Construction of the High Dam" on the verso", executed circa  
1970-1980  
40 x 63cm (15 3/4 x 24 13/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$8,700 - 12,000

**Provenance**

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

“Art, be it poetry, visual art, drama or dance, is the transformation of what is real into magic, and converting what is magical into a tangible reality, for we perceive that there are, beyond those infantile voices, even more primordial voices. We artists guess the being of those most archaic voices; deeper, and more sagacious - spoken in a language of legend, yet we feel them as not mere legend, but simultaneously as dream and symbol”

- Ibrahim El Dessouki

44 \* TP

**IBRAHIM EL DESSOUKI (EGYPT, BORN 1969 )**

The Egyptian Violet

oil and pigments on linen

signed and dated 'Ibrahim El Dessouki 2012' (lower left)

185 x 85cm (72 13/16 x 33 7/16in).

**£20,000 - 30,000**

**€23,000 - 34,000**

**US\$25,000 - 37,000**

**Provenance**

Property from a private collection, Dubai

Christie's, Modern and Contemporary Arab, Iranian and Turkish Art

Part II, October 2013, lot 193



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

– Ayman Baalbaki

45 \* TP

**AYMAN BAALBAKI (LEBANON, BORN 1975)**

Untitled (Loss and Destruction)

acrylic and mixed media on canvas, framed

signed in Arabic and dated "2010" on the verso, executed in 2010

200 x 150cm (78 3/4 x 59 1/16in).

£60,000 - 100,000

€68,000 - 110,000

US\$75,000 - 120,000

**Provenance**

Property from a private collection, Dubai

Christie's, *Modern & Contemporary Art*, October 2015, lot 107

Luce Gallery, *Ciel Chargé de Fleurs*, Turin, 2010

Rose Issa Projects, *Ciel Chargé de Fleurs*, London, 2009

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

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

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

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

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

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

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

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





46 \*

**ALFRED BASBOUS (LEBANON, 1924-2006)**

Maquette for a Monument to the Almighty  
plaster sculpture  
executed circa 1980's  
40 x 30cm (15 3/4 x 11 13/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$8,700 - 12,000

**Provenance**

Property from the a private collection, Beirut  
Acquired directly from the Alfred Basbous Foundation

"When the mystery of the oneness of the soul and the Divine is revealed to you, you will understand that you are no other than God. ... Then you will see all your actions to be His actions and all your attributes to be His attributes and your essence to be His essence"

- Ibn Arabi

Alfred Basbous' Maquette is a striking sculpture which manages to achieve a sense of monumentality and grandeur despite its modest stature. A stylistic re-interpretation of the Arabic word "Allah", Basbous weaves the letter form into a structure which seems almost organic, perhaps hinting at the fluidity and interconnectedness of religions at a period when sectarian strife and civil war were creating artificial division and discord in the artists native Lebanon

Alfred Basbous was born in Rachana, Lebanon in 1924. His first exhibition in Beirut, at the Alecco Saab gallery in 1958, marked the beginning of his long and successful career as a sculptor. Basbous's works express a lifelong exploration of the human form and its abstract properties.

Focused on the aesthetic principles of shape, movement, line and material, his sculptures display a deeply ingrained sincerity and a search for the essence of beauty. Working in the tradition of sculptors such as Auguste Rodin, Jean Arp and Henry Moore, Alfred Basbous explores the potential of noble materials such as bronze, wood and marble to express the sensuality and purity of the human form. This aversion towards frivolous and meaningless embellishments echoes his own philosophy of simplicity and earnestness.



47

**FARID BELKAHIA (MOROCCO, 1934-2014)**

Signs

pigment on animal hide

signed "F.Belkahlia" and dated "98" (lower right), executed in 1998

diameter: 70 cm

£20,000 - 25,000

€23,000 - 28,000

US\$25,000 - 31,000

**Provenance**

Property from a private collection, Paris

One of the foremost modernist artists in Morocco, Farid Belkahlia began his training at the Ecole Nationale des Beaux-Arts of Paris from 1954 to 1959. He continued his studies in Prague until returning to Morocco in 1962 to become director of the Ecole des Beaux-Arts in Casablanca, a position he retained until 1974. Belkahlia turned away from oil painting and easels in the early 1960s and began working primarily with large-scale hammered copper. While retaining multiple dimensions, the copper was meant to be hung on walls and was used to create bas-reliefs. Since the mid-1970s, Belkahlia is best

known for the work he has done with leather, which he treats using traditional techniques and stretches over shaped supports. He then paints the leather with naturally occurring dyes such as henna.

The process of the work on both copper and leather is for Belkahlia an important aspect of the creation of his art, and his work typically highlights not just the organic shapes that make up the content of the work, but the texture and dimensionality of the materials themselves. He has a consistent and carefully theorized taxonomy of symbols, shapes, and materials that resurface throughout his oeuvre. Belkahlia's work typically uses sinuous, organic shapes that recall bodies or corporality. Many of his works use triangles, arrows, and hands, and often involve questions of sexuality. He often employs Tifinagh letters from the Amazigh alphabet and symbols culled from traditional visual culture within Morocco, derived from rugs, tattoos, and architecture. Part of the interest of his work, however, is the way in which these symbols are re-constituted and re-imagined to become an integral part of his modernist visual vocabulary.

"I am drunk off the wine of oneness; I am free of color and smell - all differences in this world are of degree and not of kind, oneness is the secret of all"

- Rumi

48 \*

**AHMAD SHIBRAIN (SUDAN, 1931-2017)**

Tawhid / Oneness

mixed media and ink on panel, framed  
signed "Shibrain" in Arabic (lower right), executed circa 1965  
56 x 56cm (22 1/16 x 22 1/16in).

**£10,000 - 15,000**

**€11,000 - 17,000**

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

**Provenance**

Property from a private collection, Beirut  
Acquired directly from Gallery One, Beirut, 1965

**Exhibited**

Gallery One, Beirut, 1965

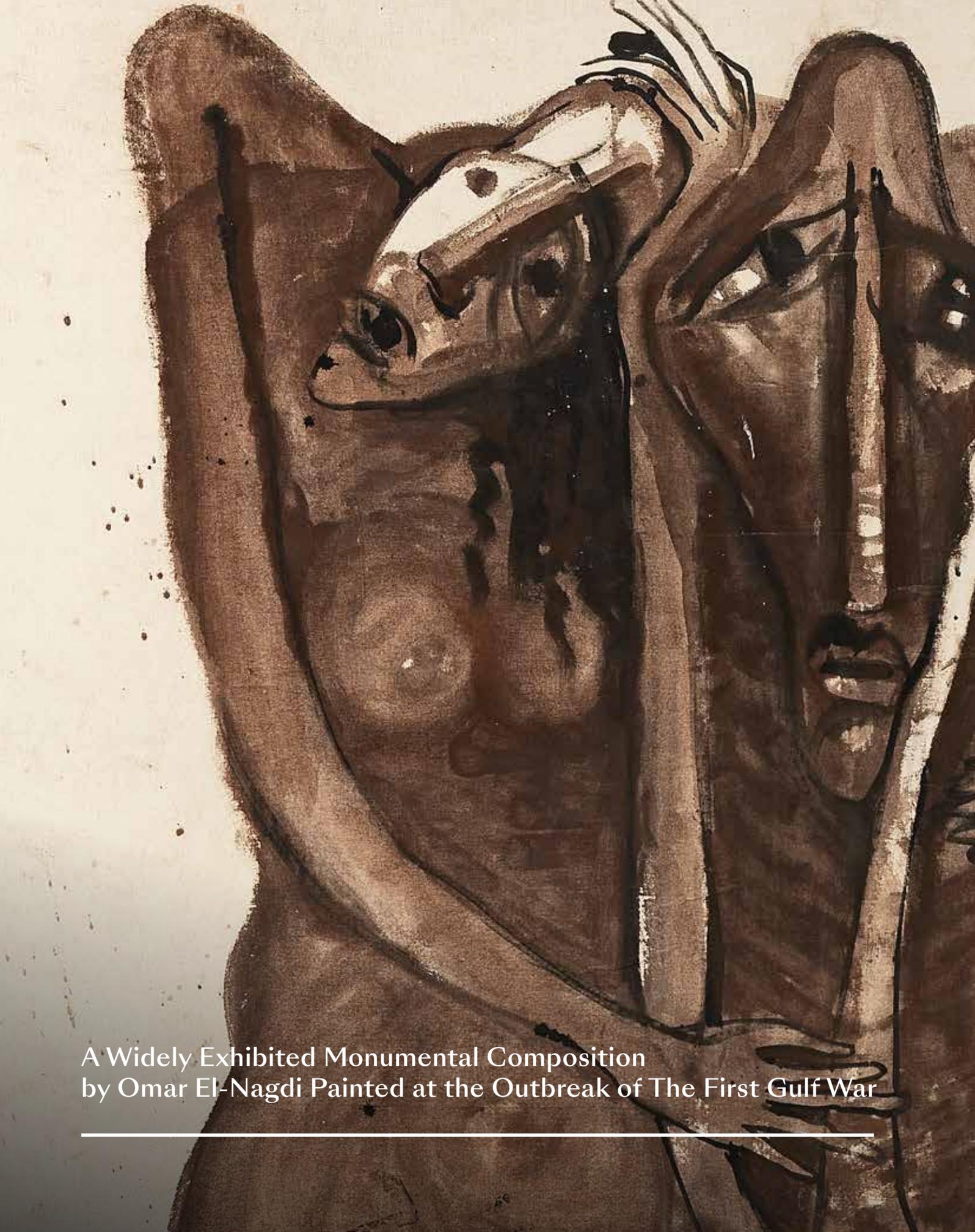
The present composition by pioneering Sudanese artist Ahmed Shibrain is a captivating visual meditation on the Sufi notion of "tawhid" or divine oneness; combining Christian and Islamic iconography Shibrain uses contrasting religious symbolism to emphasize the unity of the divine and the essential equivalence of religious meaning

Ahmed Shibrain is an integral and leading figure of Modernism in Sudan. Shibrain was born in 1931 in Berber, Sudan. In the early 1950s, Shibrain studied at the Khartoum Technical Institute when the institution was the hub of contemporary African art of the region and in 1957 he went onto studying at the Central School of Art and Design in London. Alongside his influential contemporaries Ibrahim El-Salahi and Kamala Ishag, Shibrain was one of the founders of The Khartoum School in the 1960s. The Khartoum School was a movement of visual artists who cultivated a new visual style called Sudanawiyya, which expressed local and Pan-African traditions alongside Western influences. Through the use of calligraphy, the aesthetics of hurufiyya (transforming Arabic letters into abstract shapes; named after harf the Arabic word for letter) and Islamic motifs, the movement attempted to convey the cultural fabric of Sudan. After returning to Khartoum, Shibrain became the head of the graphics department at his former college in 1970, and its dean in 1975. He was known for his design of presidential medals, postal stamps and various ebony murals.

He held numerous exhibitions in Africa and abroad, published several books and critical essays and held many functional and academic positions in Sudan. In 1966 Shibrain founded the non-profit Shibrain Art Gallery which showcases Sudanese artists.

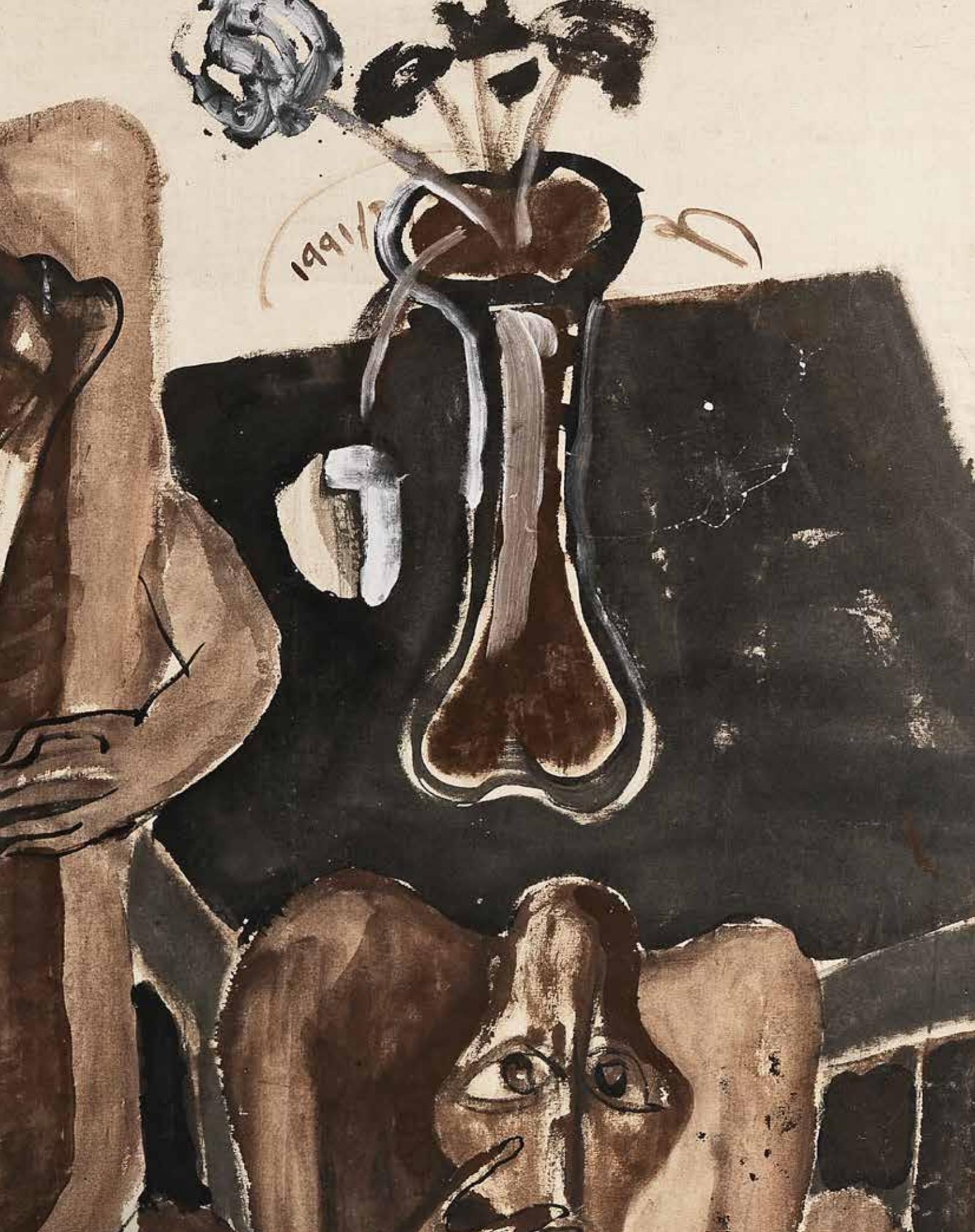
"As students, we used to rush into the other art studios, but entering his studio, we were always well-prepared as we felt that we were in the presence of creativity and achievement. He used to spend 10 minutes with each student, discussing their creative productions. Those 10 minutes were more than enough to feed us for the whole week, as they were so deep and interesting. Shibrain was fully aware of our potential and was the flaming fire that fed our creativity. We, as students, felt that he was living this 'age of the arts', and that he was always up to date and fully aware of where the arts was going"  
-Professor Hussein Jumaan





A Widely Exhibited Monumental Composition  
by Omar El-Nagdi Painted at the Outbreak of The First Gulf War

---



1991

49 TP

**OMAR EL-NAGDI (EGYPT, 1931-2019)**

Baghdad Sous Les Bomardement

oil on canvas

signed "Omar El Nagdi" and dated "5.2.1991" (lower right), executed in 1991

280 x 190cm (110 1/4 x 74 13/16in).

£40,000 - 60,000

€45,000 - 68,000

US\$50,000 - 75,000

**Provenance**

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

**Exhibited**

Omar El-Nagdi, The Gulf War, Al Ahram Building, Cairo, 11th February 1991

Omar El-Nagdi, Retrospective, Institut Du Monde Arab, 1995

This monumental, highly significant work captures the fear and anguish of the Iraqi people under-siege during the first Gulf War. Towering and strikingly monochromatic, the work was painted at the height of the conflict and brazenly exhibited at the Al-Ahram headquarters in Cairo during the war itself, further featuring in the artists major retrospective at the Institut Du Monde Arabe in 1995. The present work is one of the finest examples of the artist reacting almost concurrently to the world around him, a seminal piece of artistic activism, in the vein of some of the greatest recorded works in history like Picasso's Guernica and Goya's "Disasters of War"

In his treatment of conflict, Nagdi clearly recalls Goya, whose set of 82 etchings were inspired by the scarring effect of the Franco-Spanish Peninsular War of 1807. Whilst divergent in form and composition, what Nagdi absorbs from Goya is the jarred, fragmented aesthetic that reflects the tumult of wartime discord. Goya was said to capture scenes in "agonized haste", and accordingly, the idea of the turbulence of conflict depicted with a ghoulish, monster like aesthetic is heavily incorporated in Nagdi's work.

The air campaign of the Gulf War, also known as the 1991 bombing of Iraq, was an extensive aerial bombing campaign from 17 January 1991 to 23 February 1991. The 43-day air bombardment had a severe impact on Iraq's economic future and the civilian population. The Coalition of the Gulf War flew over 100,000 sorties, dropping 88,500 tons of bombs, widely destroying military and civilian infrastructure. The West was not going to tolerate President Saddam Hussein and his regime and the attacks the on infrastructure would accelerate the effect of the sanctions. Military planners hoped the bombing would amplify the economic and psychological impact of international sanctions on Iraqi society, and thereby compel Saddam Hussein to withdraw Iraqi forces from Kuwait without a ground war. They also hoped to incite Iraqi citizens to rise against the Iraqi dictator. Planners say that their intent was to destroy and damage valuable facilities that Baghdad could not repair without foreign assistance. Because of these goals, damage to civilian structures and interests, invariably described by briefers during the war as "collateral" and "unintended," was sometimes neither.

Omar El Ngadi was born in Cairo in 1931 and studied at the Faculty of Fine Arts of Helwan University. Nagdi continued his training in Russia and Italy, eventually graduating from the Academy of Venice in 1967. A prodigious pioneer in Egyptian art history, In the 1960s, Nagdi exhibited in Europe alongside the Western masters Claude Monet, Pablo Picasso and Salvador Dal. His works were soon after acquired by leading institutions around the world. An active member of Cairo's art community and of the Liberal Artists' group headed by Taha Hussein, Nagdi was an extraordinary painter and who equally excels as a film director and music composer. A multi-disciplinary artist, Nagdi worked with sculpture, oil, watercolour and mosaics. Inspired by the diverse cultures that he encountered in rural Egypt, he fused in his works the Pharaonic and Islamic iconography with Cairo's urban culture idioms and Western aesthetics. His works visually enigmatic and captivating and inspired by folk art and traditions are reflections on everyday life in Egypt. His paintings are sufficient proof of his exceptional gifts for symbolic design and the splendid use of colour. Through his expressive textures, colours and symbolic elements, his works offer a communication that is deeply felt.



“Let us plot  
To make the moon jealous tonight -  
With the radiance leaping from your cheek”

- Hafez

50

**OMAR EL-NAGDI (EGYPT, 1931-2019)**

Love

oil on canvas, framed

signed “Omar El Nagdi” and dated “94” (upper right), executed in 1994

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

**£15,000 - 25,000**

**€17,000 - 28,000**

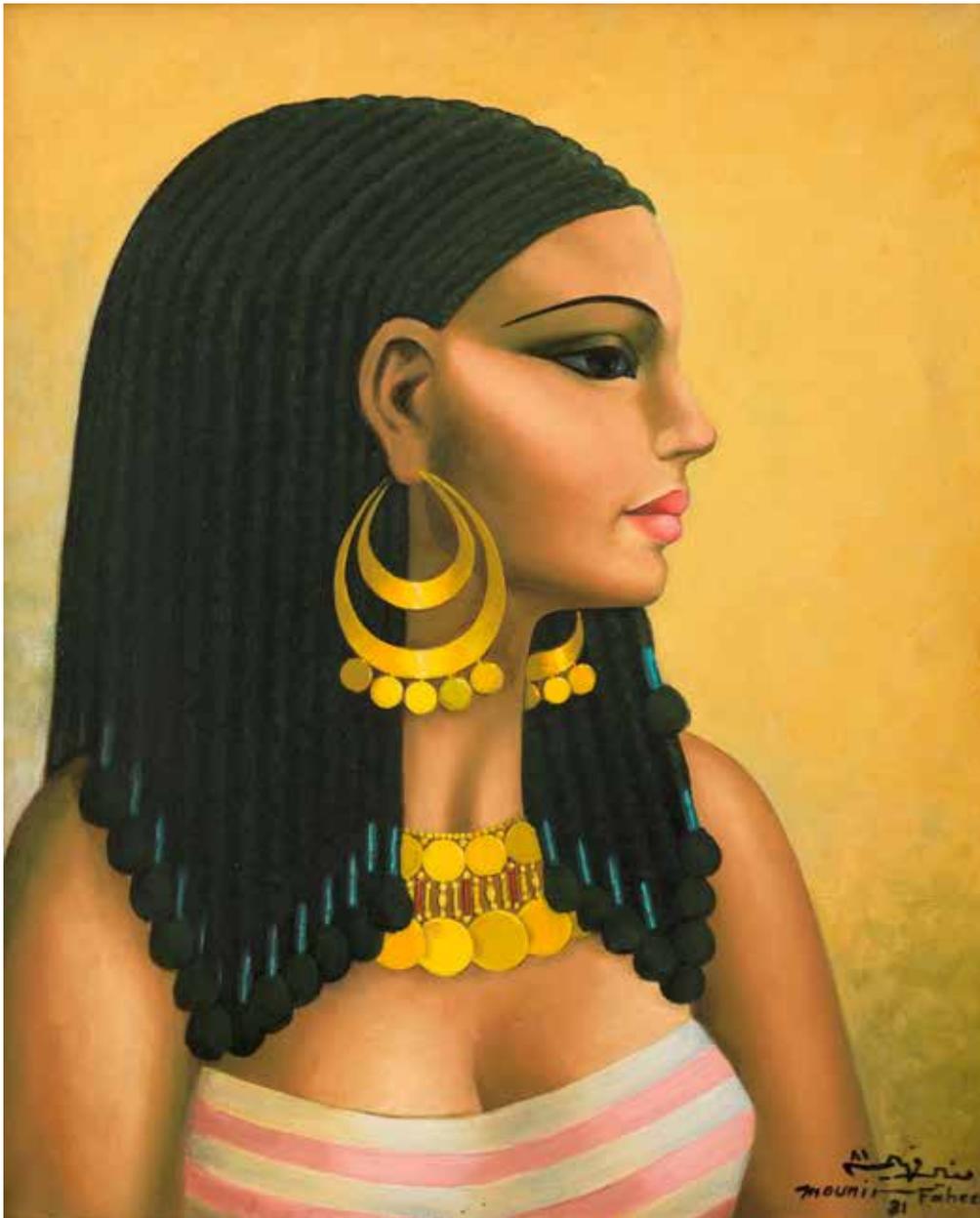
**US\$19,000 - 31,000**

**Provenance**

Property from the private collection of H.E Ambassador Francine

Henrich





51 \*

**MUNIR FAHIM (EGYPT, 1935-1983)**

Nubian Portrait  
 oil on canvas, framed  
 signed "Munir Fahim" and dated "81" in Arabic and English, executed  
 in 1981  
 60 x 50cm (23 5/8 x 19 11/16in).

£4,000 - 6,000  
 €4,500 - 6,800  
 US\$5,000 - 7,500

**Provenance**

Property from a private collection, Alexandria  
 Acquired directly from the Artist by the present owner, who was a  
 student of his.

Munir Fahim was born on June 26, 1935 in the port city of Rasheed located in Egypt's Beheira governorate. In 1962, Fahim obtained a degree from the Cairo Faculty of Fine Arts and had his own atelier in Alexandria since 1965. Munir Fahim is remembered as one of the most renowned portrait painters in Egypt, he painted over 800 portrait paintings including ones of celebrities, artists and important personalities such as Egyptian President Anwar Sadat, Ms. Gihan Sadat, Egyptian Foreign Minister Mahmoud Riad and his wife, the Lebanese President and his wife, King Hussein Bin Talal, Queen Noor and Foreign Minister of Jordan Abd Monem Rifai and Marshal Habis Majali and artists such as Seif Wanly, Hussein Bicar and actor Kamal Shennawi and others. His works have been exhibited in numerous exhibitions in Egypt and he participated in the Alexandria Biennale in 1982. He has also exhibited in Lebanon, Jordan, Finland and in the Kunsthalle in Hamburg, Germany.



52 \*

**MUNIR FAHIM (EGYPT, 1935-1983)**

Two Nubian Girls  
oil on canvas, framed  
signed "Munir Fahim" and dated "1970", executed in 1970  
*100 x 80cm (39 3/8 x 31 1/2in).*

£8,000 - 12,000

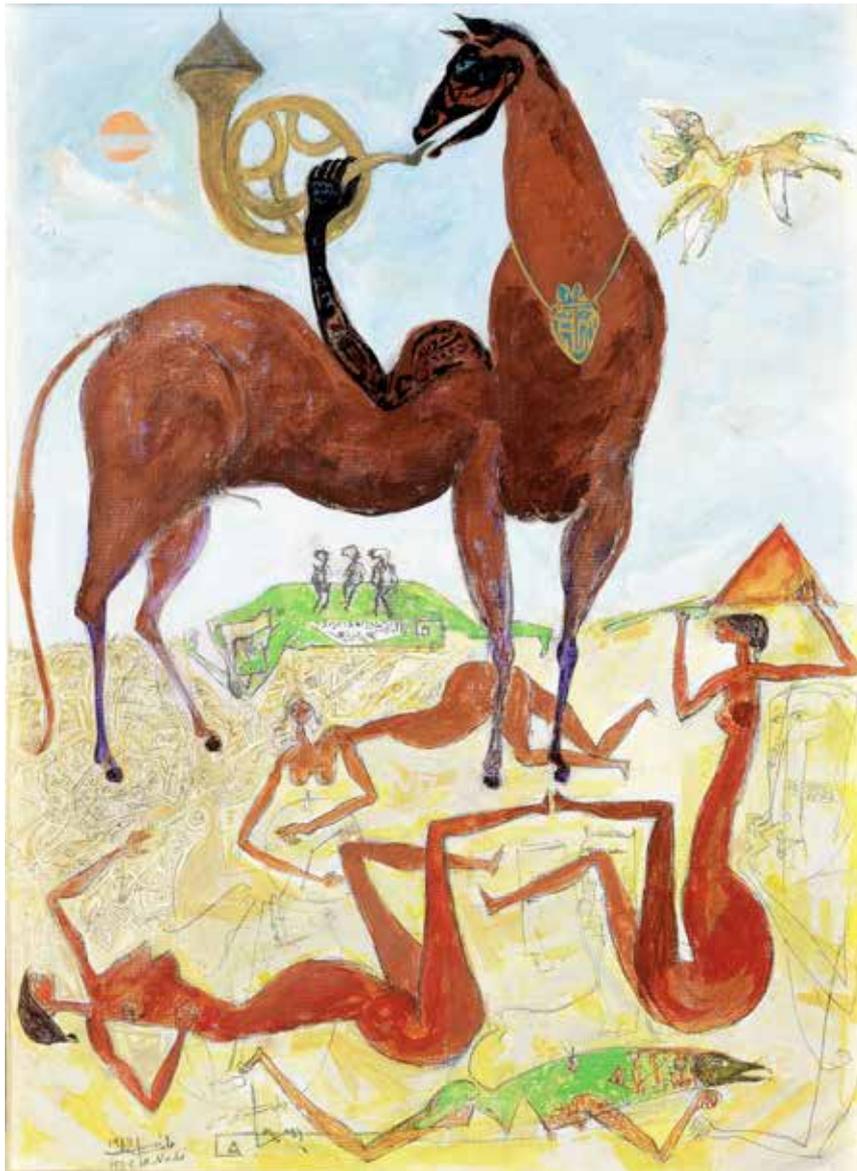
€9,000 - 14,000

US\$10,000 - 15,000

**Provenance**

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





53 \*

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

The Horse and the Dancers

oil on panel, framed

signed "H. Nada" and dated "1989" in Arabic and English (lower left),  
executed in 1989

£16,000 - 30,000

€18,000 - 34,000

US\$20,000 - 37,000

**Provenance**

Property from a private collection, Alexandria

Formerly in the private collection of Dr Mostafa Abdel Moity, the former  
Director of Accademia d' Egitto in Rome

Acquired directly from the artist by the above in the late 1980s

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



54 \*

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

Homage to Gamaliya

oil on canvas mounted on wood panel, framed  
signed and dated 1984, inscribed, titled and dated on the verso  
50 x 60cm (19 11/16 x 23 5/8in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

**Provenance**

Property from a private collection, Alexandria  
Formerly in the private collection of Dr Mostafa Abdel Moity, the former  
director of Accademia d' Egitto in Rome  
Acquired directly from the artist by the above

“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 statues 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.

“So when the woman saw that the tree was good for food, that it was pleasant to the eyes, and a tree desirable to make one wise, she took of its fruit and ate. She also gave to her husband with her, and he ate.... Then the eyes of both of them were opened, and they knew that they were naked; and they sewed fig leaves together and made themselves coverings”

- Genesis

55 \*

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

Eve

oil on textile, framed

signed and dated “1965”, executed in 1965

235 x 65cm (92 1/2 x 25 9/16in).

£25,000 - 30,000

€28,000 - 34,000

US\$31,000 - 37,000

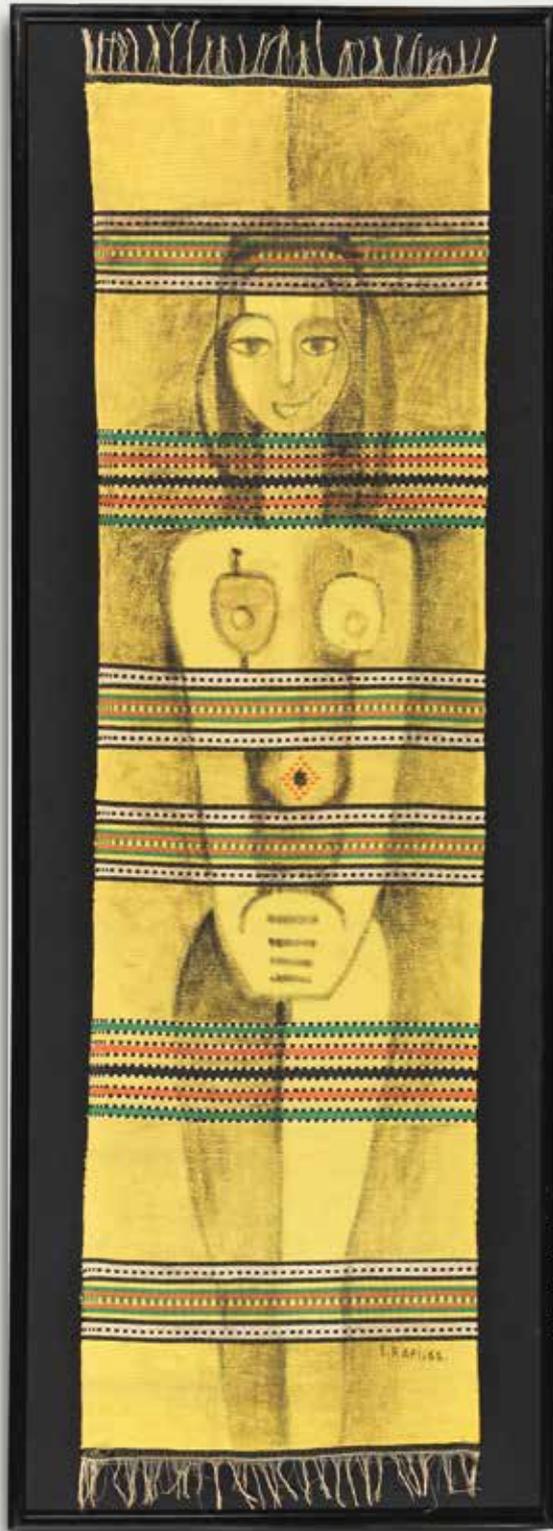
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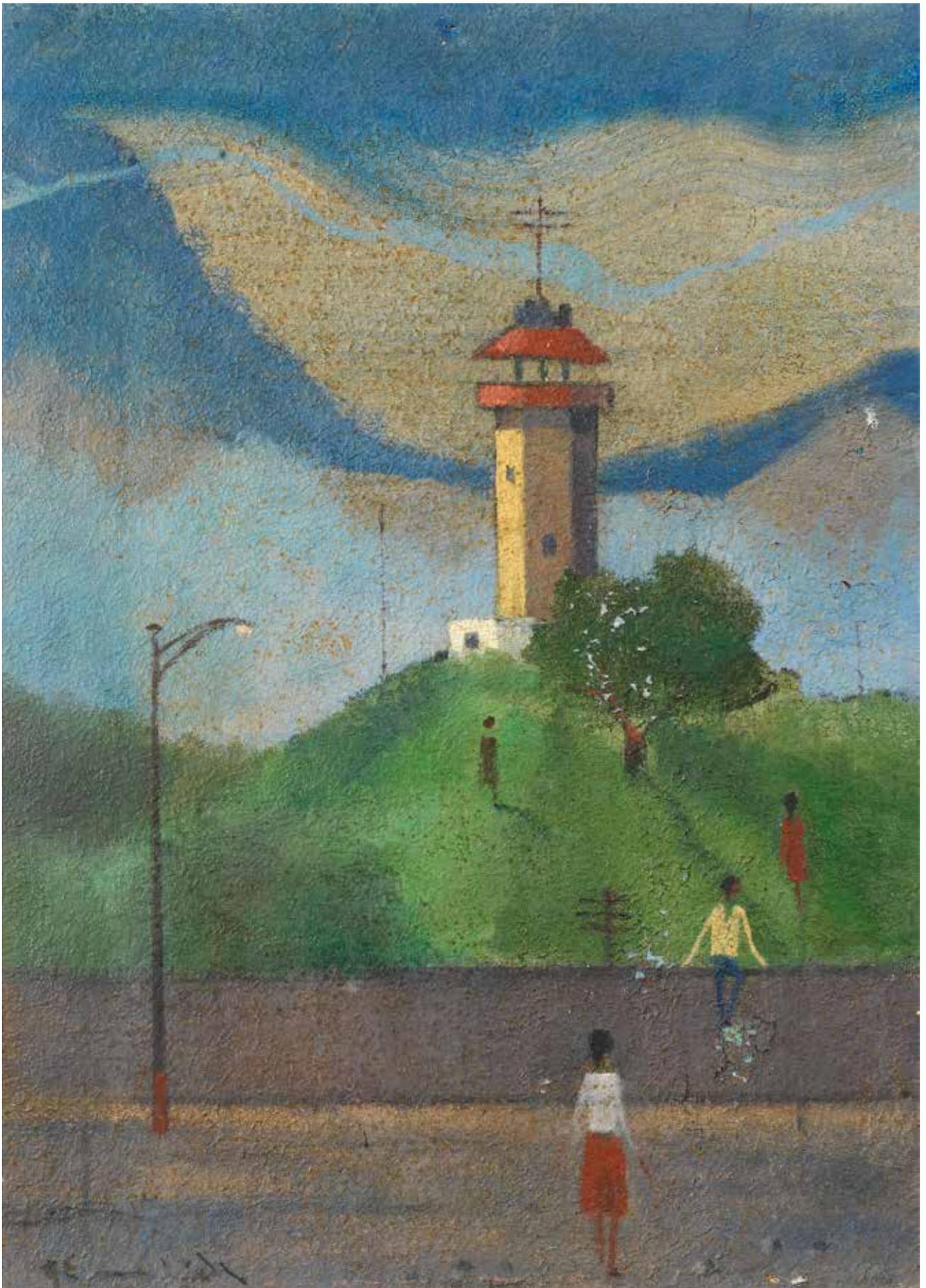
Property from the collection of the artists family, Egypt

**Illustrated**

Al Shaab, Algerian newspaper, 15 March 1968









57

56 \*

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

Kom El Nadora in Alexandria (Lighthouse)

oil on panel, framed

signed "Kabbani" dated "64" in Arabic (lower left), executed in 1964  
50 x 35cm (19 11/16 x 13 3/4in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,000 - 7,500

**Provenance**

Property from a private collection, Alexandria

Acquired directly from the Artist

57 \*

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

Alexandria's Eastern Harbour

oil on panel, framed

signed "Kabbani" and dated "92" in Arabic, executed in 1992  
71 x 100cm (27 15/16 x 39 3/8in).

£7,000 - 10,000

€7,900 - 11,000

US\$8,700 - 12,000

**Provenance**

Property from a private collection, Alexandria

Gifted to the present owner by his uncle and architect Amr Khalil

Acquired directly from the Artist by the above



“The masses considered Zaghoul their national leader, the za’im al-umma, the uncompromising national hero”

58 \*

**AHMED SABRY (EGYPT, 1889-1995)**

Safia Zaghoul before the tomb of her husband Saad Zaghoul  
oil on canvas, framed  
signed and dated “1932”, executed in 1932  
73 x 60cm (28 3/4 x 23 5/8in).

£8,000 - 12,000

€9,000 - 14,000

US\$10,000 - 15,000

**Provenance**

Property from a private collection, Alexandria



The present painting is a highly significant depiction of Safia Zaghoul, known as “Umm al-Mesreen” (mother of the Egyptians) at the tomb of her beloved husband Saad Zaghoul (1853-1927). Saad Zaghoul (1853-1927) spent most of his adult life trying to end the British occupation of Egypt and Sudan, which had begun in 1882. He became a national spokesman for Egyptian and Sudanese self-rule, and also held the post of Prime Ministe. After his exile from Egypt to the Seychelles in 1919, his wife became a central figure of the Wafd Party and a major advocate for women’s rights.

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

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



58A \*

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

A Magician  
gouache on paper, framed  
executed circa early 1970s  
31 x 29cm (12 3/16 x 11 7/16in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,100 - 4,400

**Provenance**

Property from a private collection, Alexandria  
Acquired directly from the Artist

**Literature**

Sobhy El Sharouny, Bicar - The Comprehensive Artist, Al Sherouk  
Publishing House, Cairo, 2002



59 \*

**ABDEL RAHMAN EL NASHAR (EGYPT, BORN 1923)**

Geometrical Organic Relation

oil on panel, framed

signed "Abdel Rahman El Nashar" and dated "1987" in Arabic and English (lower right), further inscribed "Dedication to my colleague the artist Samir El Guindi" and titled "Geometrical Organic Relation" on the verso ", executed in 1987

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

£18,000 - 20,000

€20,000 - 23,000

US\$22,000 - 25,000

**Provenance**

Property from a private collection, Cairo

Originally gifted to the artist Samir El Guindi

Acquired directly from the above by the present owner



59A \*

**ABDEL WAHAB MORSI (EGYPT, BORN 1931)**

Fishermen

oil on panel, framed

signed "Abdel Wahab Morsi" and dated "1959" in Arabic (lower left),

executed in 1959

60 x 75cm (23 5/8 x 29 1/2in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,000 - 7,500

**Provenance**

Property from a private collection, Giza

Acquired directly from the Artist's son by the present owner

60

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

Untitled

oil on canvas, framed

signed "Ehsai" and dated "2014" in Farsi and English (lower left),  
executed in 2014

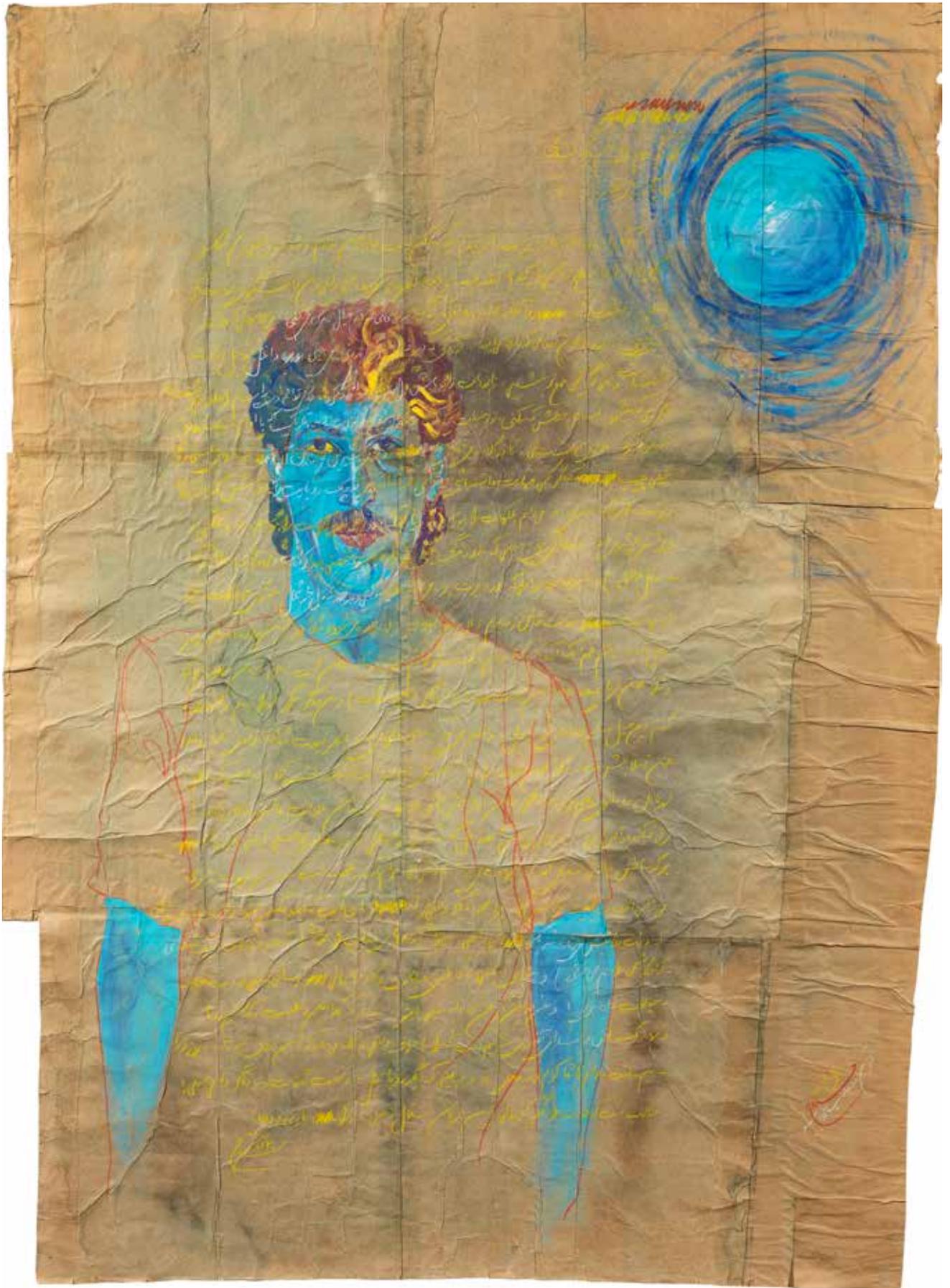
*122 x 122cm (48 1/16 x 48 1/16in).*

**£20,000 - 30,000**

**€23,000 - 34,000**

**US\$25,000 - 37,000**







62

61

**KHOSROW HASSANZADEH (IRAN, BORN 1963)**

Self-Portrait

mixed media on paper mounted on canvas

signed "Khosrow Hassanzadeh" and dated "1369" in Farsi (lower right), executed in 1990

174 x 126cm (68 1/2 x 49 5/8in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,000 - 7,500

**Provenance**

Property from a private collection, Paris

62

**FEREYDOUN AVE (IRAN, BORN 1945)**

Rostam in the Dead of Winter

mixed media on canvas

signed "F.Ave 07" (center top), executed in 2007

148 x 99cm (58 1/4 x 39in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 19,000

**Provenance**

Property from a private collection, Paris

"I that am old have killed my son. I that am strong have uprooted this mighty boy. I have torn the heart of my child: I have laid low the head of a Persian"

- Rostam (From the Shahnameh of Ferdowsi)

“When I see a head from a great distance, it ceases to be a sphere and becomes an extreme confusion falling down into the abyss”

– Alberto Giacometti

62A \*

**SABHAN ADAM (SYRIA, BORN 1972)**

Untitled

mixed media on canvas

executed in 2005

*178 x 157cm (70 1/16 x 61 13/16in).*

**£2,000 - 3,000**

**€2,300 - 3,400**

**US\$2,500 - 3,700**

**Provenance**

Property from a private collection, Beirut

Acquired directly from the Artist

Sabhan Adam's ghoulish figures radically invert the conventions of traditional portraiture. By diverging from both idealisation and realism, Adam challenges established notions of physical beauty. His figures serve as visual metaphors to the spiritual poverty of mankind, and through rich clothing and colourful embellishment, they juxtapose the metaphysical and material aspects of human nature. In this painting, an austere, lurid figure lurks behind a bright gold cloak decorated with sequins; the incompatibility of the figure and his garb are a visual testament to Adam's belief in the continuous conflict between appearance and essence.





63

**GEORGES CYR (LEBANON, 1880-1964)**

A Still Life with Flowers and Pears

oil on canvas

executed in 1953

46 x 33cm (18 1/8 x 13in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

**Provenance**

Property from a private collection, London



64

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

Monsters & Faces

oil on canvas, framed

signed "F.Moudarres" in Arabic (lower right), inscribed  
"F.MOUDARRES, Damascus", dated "1995" and titled "Monsters &  
Faces" on the verso, executed in 1995

73 x 53cm (28 3/4 x 20 7/8in).

£6,000 - 8,000

€6,800 - 9,000

US\$7,500 - 10,000

**Provenance**

Property from a private collection, London

Acquired directly by the above from Hadba Qabbani, late 1990



65

**ABDULAZIZ ASHOUR (SAUDI ARABIA, BORN 1963)**

Soft White II

acrylic and mixed media on canvas, framed  
signed "A.ASHOUR" and dated "07" (lower left), executed in 2007  
130 x 130cm (51 3/16 x 51 3/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$8,700 - 12,000

**Provenance**

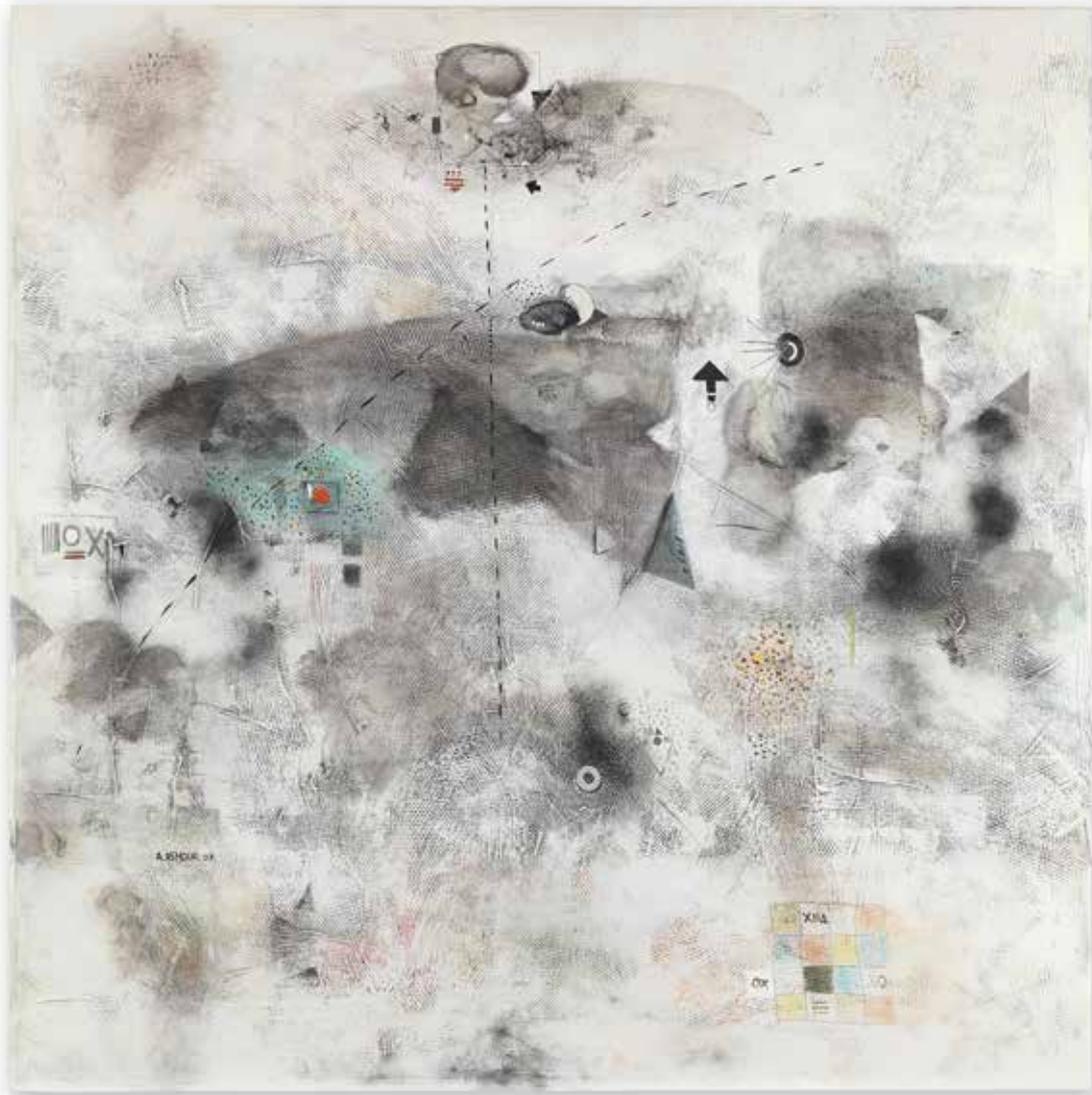
Property from a private collection, London

**Illustrated**

Offscreen Publications, *Edge of Arabia, Contemporary Art from Saudi Arabia*, 2008-2009

**Exhibited**

SOAS Brunei Gallery, University of London, *Edge of Arabia, Contemporary Art from Saudi Arabia*, London, 2008



66

**ABDULAZIZ ASHOUR (SAUDI ARABIA, BORN 1963)**

Soft White I

acrylic and mixed media on canvas, framed  
signed "A.ASHOUR" and dated "07" (lower left), executed 2007  
160 x 160cm (63 x 63in).

£8,000 - 12,000

€9,000 - 14,000

US\$10,000 - 15,000

**Provenance**

Property from a private collection, London

**Illustrated**

Offscreen Publications, *Edge of Arabia, Contemporary Art from Saudi Arabia*, 2008-2009

**Exhibited**

SOAS Brunei Gallery, University of London, *Edge of Arabia, Contemporary Art from Saudi Arabia*, London, 2008

Bonhams is delighted to present these two magnificent artworks by the Saudi pioneer Abdulaziz Ashour. Ashour was born in Jeddah, Saudi Arabia in 1963 where he still lives and works. He began exploring his interest in fine arts whilst still engaged in full-time work at the Ministry of Energy but since 2009 he has devoted all his time to his art practice. A highly regarded and innovative artist, writer and arts administrator, Ashour has carefully documented the work of Modern and Contemporary Saudi artists as they have progressed fitfully over the last fifty years. Director of the Arts Committee of the Jeddah Arts & Culture Organisation between 1994 – 1998, I acted as the arts consultant to the Ministry of Culture and Education in Saudi and responsible for establishing a cultural forum in Jeddah, Ashour has himself held numerous solo exhibitions in Jeddah, Riyadh, Cairo and Sharjah and participated in many international exhibitions including the Biennales of Sharjah, Cairo, Dacca, Muscat and shows in Mexico, the USA, Tunisia, Kuwait and Jordan that have resulted in many awards including the Golden Palm award in Kuwait.

67 TP

**ABDULRAHMAN AL SOLIMAN (SAUDI ARABIA, BORN 1954)**

Sharqiyyat II

oil on canvas

signed "Abdulrahman Al Soliman" in Arabic and English and dated "2006" (lower right), executed in 2006

*185 x 185cm (72 13/16 x 72 13/16in).*

**£15,000 - 20,000**

**€17,000 - 23,000**

**US\$19,000 - 25,000**

**Provenance**

Property from a private collection, London

Dammam-based artist Abdulrahman Al-Soliman, born in Al Ahsa in 1954, is one of Saudi Arabia's most-respected modern artists. He rose to prominence in the 1980s and has been at the forefront of the Kingdom's contemporary art scene ever since. Al-Soliman is a skillful user of subtle contrasts of color and shade and his intricate, ornamental work is often influenced by local culture and literature.





68

**ABDULLAH MURAD (SYRIA, BORN 1944)**

Green Composition

oil on canvas, framed

signed "Murad" in English and "Abudullah Murad" in Arabic and dated "95" (lower left), executed in 1995

53 x 65cm (20 7/8 x 25 9/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,700 - 6,200

**Provenance**

Property from a private collection, London



69

**ABDALLAH BENANTEUR (ALGERIA, BORN 1931)**

Hommage a Bocklin

oil on canvas, framed

signed "Benanteur" (middle left), executed in 1981

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

£5,000 - 8,000

€5,600 - 9,000

US\$6,200 - 10,000

**Provenance**

Property from a private collection, London



"No. Believe me. It doesn't matter. Your forcing does nothing. I am cold and tired and on the verge of tears. I would like to be alone to write, to cry, and to be silent with all my youthfulness. It feels the same as an unfinished Persian carpet made by a village girl, with its beautiful colors and intricate patterns."

I have to understand more and I don't want to be in the outside looking in.

-- Poem by Mandana Zandian

70 \*

**HESSAM ABRISHAMI (IRAN, BORN 1951)**

Untitled 1742

acrylic on board

framed

122 x 60cm (48 1/16 x 23 5/8in).

£12,000 - 15,000

€14,000 - 17,000

US\$15,000 - 19,000

**Provenance**

Property from the collection of ABRA Gallery, Florida

"In Absence of Color," Abrishami puts aside his skill as a visual entertainer and practices an even more powerful skill, that of storyteller and moralist. And he does so by eschewing paint and charm, but by maintaining, even heightening, his dramatic way with line, gesture, and the figural image.

It's a telling title, "In Absence of Color." The slightly skewed syntax in English, dropping the expected article before the word 'absence,' ironically but forcefully makes a presence of absence. Rather than acting on "Color", "Absence" becomes an equally powerful force. Color is not entirely absent from the works in this series of inks and acrylics, but the occasional flash of red or yellow serves only to emphasize that Abrishami has effectively hewn his images out of pure gesture, squalling, sprawling brushstrokes and agitated notations coalescing into apparitions of men and (especially) women who seem to vacillate in their poses and expressions between rumination and agony. These figures are engaged in a choreography so highly expressive that it bursts through its stylizations and shakes us awake.

Abrishami has painted these drawings, and drawn these paintings, breaking down any difference between painting and drawing by working broadly, on relatively large scales, and yet by maintaining faith that the impulses of his hand will result in pictorial cohesion as well as imagistic urgency. If drawings relate to paintings as poems relate to stories, these are epic poems, or stages in an epic cycle that straddles the narrative and the existential – John Donne retelling the Thousand and One Nights as a meditation on human cruelty and human endurance.



71AR TP

**REZA ARAMESH (IRAN, BORN 1970)**

Action 26: You Were The Dead, Theirs Was The Future  
photographic print, framed  
signed, titled and numbered 1/3 on the verso, executed in 2007  
122 x 155cm (48 1/16 x 61in).

£8,000 - 12,000

€9,000 - 14,000

US\$10,000 - 15,000

**Provenance**

Property from a private collection, Paris

**Exhibited**

Barbican Art Gallery, *You were the Dead, theirs was the Future*,  
London, 2007



72



detail

72

**SEIF WANLY (EGYPT, 1906-1979)**

A Day in the Circus

oil on board, signed top right and dated 1953, further signed dated and titled "Circus Daylife Alexandria" on the verso, executed in 1953

18 x 88cm (7 1/16 x 34 5/8in).

£5,000 - 8,000

€5,600 - 9,000

US\$6,200 - 10,000

**Provenance**

Property from a private collection, New York from 1957

Acquired in Egypt by the present owners father who was a doctor to the Wanly family circa 1950's



Seif Wanly's wife Mrs. Aksan, Mr Radivoje Petkovic and Seif Wanly

73 \*

**SEIF WANLY (EGYPT, 1906-1979)**

Female Portrait

oil on panel, framed

signed "Seif" and dated "63" (lower right), executed in 1963

47 x 30cm (18 1/2 x 11 13/16in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,000 - 7,500

**Provenance**

Property from a private collection, Belgrade

Gifted directly from the artist to a former high ranking Yugoslav diplomat to Egypt Mr Radivoje Petkovic in 1969

Thence by decent to the present owner



# Bonhams

AUCTIONEERS SINCE 1793



## Fine Chinese Art

New Bond Street, London | 7 November 2019, 10:30am

### VIEWING

3 - 6 November 2019

### ENQUIRIES

+44 (0)20 7468 8248  
chinese@bonhams.com  
[bonhams.com/chinese](http://bonhams.com/chinese)

Property from the Collection of John J. Studzinski CBE

### A CARVED POLYCHROME LIMESTONE HEAD OF BUDDHA SUI DYNASTY

36cm (14 1/4in) high

£40,000-60,000

Provenance: Jacques Barreres, Paris

## NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *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 you as 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*, and 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. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historic or cultural interest and 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. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* 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 *Bonhams* for a *Condition Report* on the *Lot's* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without 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. The *Condition Report* represents *Bonhams'* reasonable opinion as to the *Lot's* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* 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.

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

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

#### **Bonhams' responsibility to you**

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

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

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

*Bonhams* does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

#### **Alterations**

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

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

### 4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling 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 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our Sales.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the Sale at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the Sale of any Lot at our discretion while we complete our registration and identification enquiries, and to cancel the Sale of any Lot if you are in breach of your warranties as *Buyer*, or if we consider that such Sale would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

### Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the Sale venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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, once you have pre-registered to bid or have updated your existing registration details recently. 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.

*Bonhams* will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

### Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

**You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.**

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) 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.

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* including the warranties as to your status and source of funds. 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. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this Sale.

## 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* on each Lot purchased:

27.5% up to £2,500 of the *Hammer Price*  
25% of the *Hammer Price* above £2,500 and up to £300,000  
20% of the *Hammer Price* above £300,000 and up to £3,000,000  
13.9% of the *Hammer Price* above £3,000,000

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).

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

## 8. VAT

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

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

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

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

## 9. PAYMENT

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

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

## 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 licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

## 13. CITES REGULATIONS

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

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

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

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

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

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

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### **Proof of Firearms**

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

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

### **Guns Sold as Parts**

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

### **Condition of Firearms**

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

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

#### Original Gun Specifications Derived from Gunmakers

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

#### Licensing Requirements

##### Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

#### Taxidermy and Related Items

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

## 18. FURNITURE

#### Upholstered Furniture

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

## 19. JEWELLERY

#### Gemstones

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

#### Estimated Weights

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

#### Signatures

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

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

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

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

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

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

## 20. PHOTOGRAPHS

#### Explanation of Catalogue Terms

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

## 21. PICTURES

#### Explanation of Catalogue Terms

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

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

## 22. PORCELAIN AND GLASS

#### Damage and Restoration

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

## 23. VEHICLES

#### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

#### Examining the wines

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

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

#### Corks and Ullages

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

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

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

#### Options to buy parcels

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

#### Wines in Bond

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

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

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

#### Bottling Details and Case Terms

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

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

#### SYMBOLS

##### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.  
TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.  
W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.  
Δ Wines lying in Bond.  
AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties

under the Artists Resale Right Regulations 2006. See clause 7 for details.

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

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

#### DATA PROTECTION – USE OF YOUR INFORMATION

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

#### APPENDIX 1

#### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

#### 2 SELLER'S UNDERTAKINGS

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

#### 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 any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams's* 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's Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

<b>4</b>	<b>FITNESS FOR PURPOSE AND SATISFACTORY QUALITY</b>	7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
4.1	The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.	7.3	You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers' Agreement</i> set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.	8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i> ) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and
4.2	The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.	7.4	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.	8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.
<b>5</b>	<b>RISK, PROPERTY AND TITLE</b>	7.5	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.
5.1	Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.	7.6	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.	8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.
5.2	Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until: (i) the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to and received in cleared funds by <i>Bonhams</i> , and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.	<b>8</b>	<b>FAILURE TO PAY FOR THE LOT</b>	8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> , the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):
<b>6</b>	<b>PAYMENT</b>	8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	<b>9</b>	<b>THE SELLER'S LIABILITY</b>
6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .
6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay in full any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.	8.1.3	to retain possession of the <i>Lot</i> ;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.
<b>7</b>	<b>COLLECTION OF THE LOT</b>	8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,
7.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when: (i) <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.	8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;
		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 <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i> ) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;		

9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.	1	<b>THE CONTRACT</b>
		10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents and to any subsidiary of <i>Bonhams Holdings Limited</i> and to its officers, employees and agents.	1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
		10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	1.2	The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> 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 <i>Notice to Bidders</i> , printed in the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".	1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
		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.	1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
		10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the <i>Occupiers Liability Act 1957</i> , or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of <i>Contracts (Rights of Third Parties) Act 1999</i> , which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.	1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> and following completion of our enquiries pursuant to paragraph 3.11;
<b>10</b>	<b>MISCELLANEOUS</b>	<b>11</b>	<b>GOVERNING LAW</b>	1.5.3	we will provide guarantees in the terms set out in paragraphs 9 and 10.
10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .			1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, <i>Guarantee</i> , warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .
10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	<b>APPENDIX 2</b>		<b>2</b>	<b>PERFORMANCE OF THE CONTRACT FOR SALE</b>
10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.	<b>BUYER'S AGREEMENT WITH BONHAMS</b>	<b>IMPORTANT:</b> These terms may be changed in advance of the <i>Sale</i> of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.	<b>3</b>	<b>PAYMENT AND BUYER WARRANTIES</b>
10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.			3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :
				3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;

<p>3.1.2 a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p> <p>3.1.3 if the <i>Lot</i> is marked [AF], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with <i>VAT</i> on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p> <p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p> <p>3.3 All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.</p> <p>3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to <i>VAT</i> at the appropriate rate and <i>VAT</i> will be payable by you on all such sums.</p> <p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and <i>VAT</i> and any interest earned and/or incurred until payment to the <i>Seller</i>.</p> <p>3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p> <p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p> <p>3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:</p> <p>3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or</p> <p>3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.</p> <p>3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.</p> <p>3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:</p> <p>3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;</p> <p>3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;</p>	<p>3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;</p> <p>3.10.4 items purchased by you and your Principal through <i>Bonhams</i> are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and</p> <p>3.10.5 that you consent to <i>Bonhams</i> relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.</p> <p>3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i>, to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i>, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.</p>	<p>4 <b>COLLECTION OF THE LOT</b></p> <p>4.1 Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.</p> <p>4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>.</p> <p>4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i>.</p> <p>4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus <i>VAT</i> per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p> <p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p> <p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all</p>	<p>charges due under the <i>Storage Contract</i>.</p> <p>4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p> <p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p> <p>5 <b>STORING THE LOT</b></p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i>, on the <i>Sale Information Page</i> or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p> <p>6 <b>RESPONSIBILITY FOR THE LOT</b></p> <p>6.1 Title (ownership) in the <i>Lot</i> passes to you (i) on payment of the <i>Purchase Price</i> to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.</p> <p>6.2 Please note however, that under the <i>Contract for Sale</i>, the <b>risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i></b> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p> <p>7 <b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b></p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the <i>Lot</i>;</p> <p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p> <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p>
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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;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i> ) until all sums due to us have been paid in full;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph 9 will cease.
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	<b>10</b>	<b>OUR LIABILITY</b>
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	<b>9</b>	<b>FORGERIES</b>	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.		

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to

confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

"**Account**" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

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

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

"**Bidder**" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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---

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# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

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### If successful

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

Sale title: Modern and Contemporary Middle Eastern Art	Sale date: 23 October 2019
Sale no. 25461	Sale venue: New Bond Street, London

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£10 - 200 .....by 10s	£10,000 - 20,000 .....by 1,000s
£200 - 500 .....by 20 / 50 / 80s	£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s
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£1,000 - 2,000 .....by 100s	£100,000 - 200,000 .....by 10,000s
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The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	
<b>Please answer all questions below</b>	
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.	
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.	
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement	
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>	If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>

Please note that all telephone calls are recorded.

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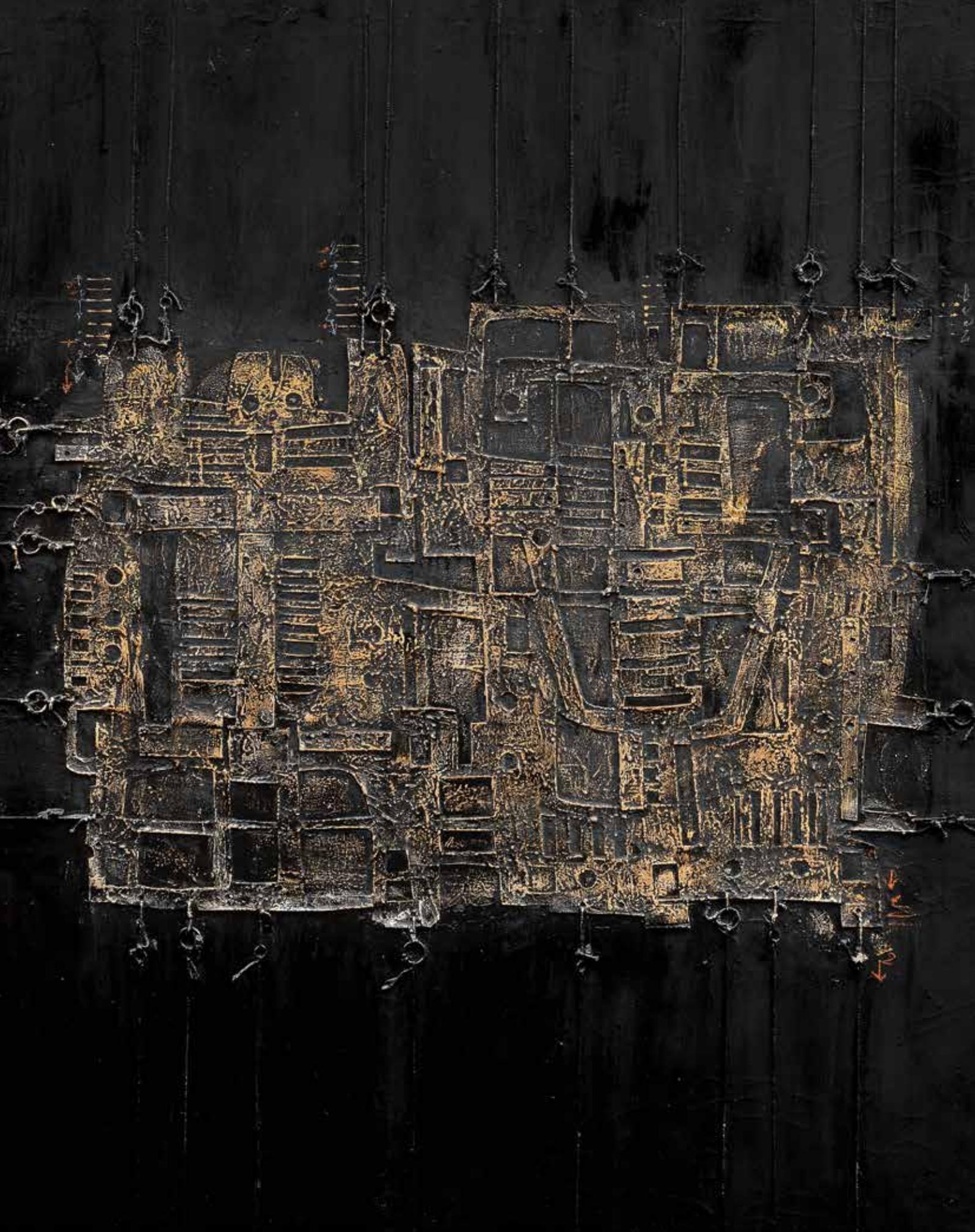
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