



THE ART OF LEBANON

Wednesday 27 April 2016

Bonhams

LONDON



THE ART OF LEBANON

Wednesday 27 April 2016, at 14.00
101 New Bond Street, London

VIEWING

Sunday 24 April 2016
11:00 - 15:00
Monday 25 April 2016
9:00 - 16:30
Tuesday 26 April 2016
9:00 - 16:30
Wednesday 27 April 2016
9:00 - 12:00

SALE NUMBER

23623

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ILLUSTRATIONS

Front cover: lot 34
Back cover: lot 119
Inside front cover: lot 35
Inside back cover: lot 116

IMPORTANT INFORMATION

**The United States Government
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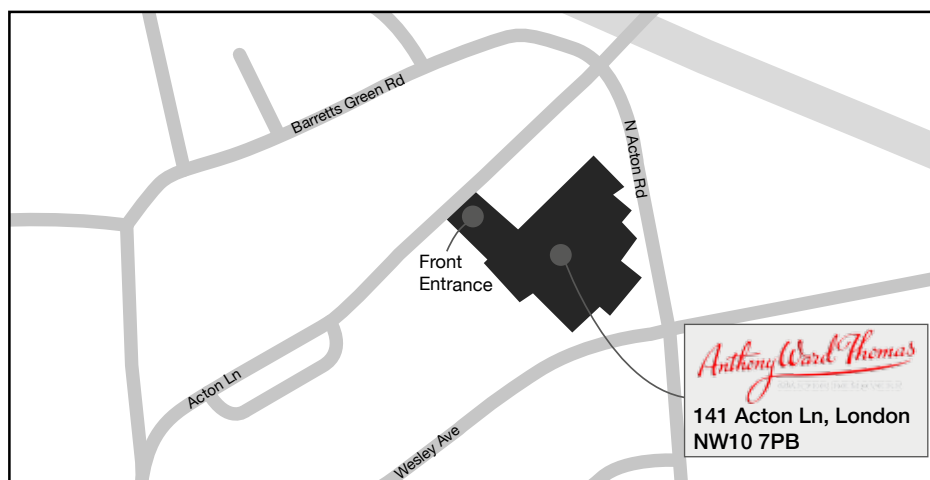
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qualified electrician.

BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED WT

All lots marked WT will be removed
to Ward Thomas Removals Ltd,
141 Acton Lane, London,
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Thursday 28 April 2016.

COLLECTION

WT lots will be available for collection
from Ward Thomas Removals Ltd
on Tuesday 3 May 2016 from
9.30am and then every working day
between 9.30am and 4.30pm

All other sold lots will remain in the
Collections room at Bonhams New
Bond Street for a period of not less
than 14 calendar days from the sale
date. Lots not collected by 5.30pm
Wednesday 11 May 2016 will be
returned to the department storage
charges may apply.

Please note

Bonhams & Ward Thomas Removals
Ltd will be closed Monday 2 May
2016 for the May Bank Holiday
& will reopen on Tuesday 3 May 2016.

STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO WARD THOMAS REMOVALS LTD

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Storage will be free of charge for the
first 14 calendar days following the
sale, charges commence at the
start of business on Wednesday 11
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After the storage-free period the
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All items removed to Ward Thomas
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The following symbol is used
to denote that VAT is due on
the hammer price and buyer's
premium

† VAT 20% on hammer price
and buyer's premium

★ VAT on imported items at a
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buyer's premium

Y These lots are subject to CITES
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the catalogue.

IMPORTANT NOTICE

A surcharge of 2% is applicable
when using Mastercard, Visa and
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Payment

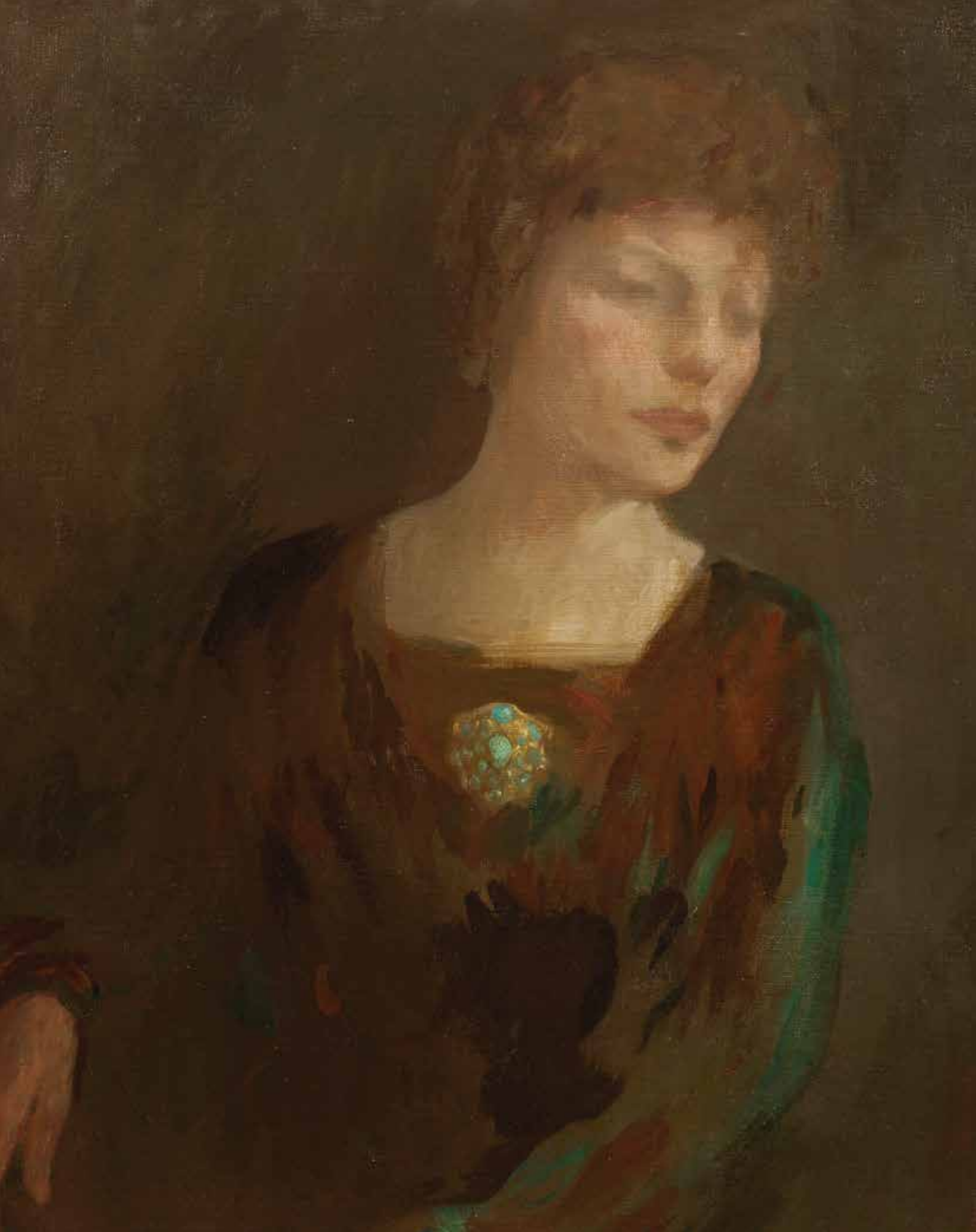
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(Telephone to ascertain amount due)
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CURATORS STATEMENT

"You have your Lebanon and its dilemma. I have my Lebanon and its beauty. Your Lebanon is an arena for men from the West and men from the East. My Lebanon is a flock of birds fluttering in the early morning as shepherds lead their sheep into the meadow and rising in the evening as farmers return from their fields and vineyards. You have your Lebanon and its people. I have my Lebanon and its people"

- Mirrors of the Soul, Khalil Gibran

For millennia, Lebanon has occupied a unique position within the cultural landscape of the Middle East; from the ancient Phoenician civilization, who were deemed the "middlemen of the ancient world" for their role in fostering cross-cultural exchange, to the modern Lebanese state which was formed in recognition of the regions distinct multid denominational character, there has always been a sense that Lebanon harboured a special social and historical character different from that of its surroundings.

Whilst this diversity has often led to conflict and discord, exemplified in the bitter civil war which enveloped the country for much of the latter part of the twentieth century, there has nevertheless remained a binding national resilience which has preserved Lebanon's sovereignty and allowed its culture to flourish.

It is this very diversity which has been the key to Lebanon's strength and endurance, as well as the source of so much of its rich and powerful artistic output. Interestingly, in the absence of religious and ethnic unity, the source of Lebanon's national pride has shifted, taking root in more universal and unifying spheres; nature, shared surroundings, a common language, and a collective history bind the Lebanese in a way that sectarian groupings never could, and this sense of collective experience is no better reflected than in the countries art history.

The forerunners of Lebanese art in the twentieth century including Farroukh, Onsi, Gemayel, Corm and Cyr all shared in the common adoration of their natural and human surroundings, and much of their work is an exquisite rendition of a lost age, a Lebanon of sweeping countryside and unending rural beauty. In keeping with the agenda of international modernism and the budding post-war avant-garde, a generation of artists subsequently emerged in Lebanon pushing the boundaries of artistic norms, artists whose regional success has extended to international acclaim, like the pioneering sculptor Saloua Choucair whose recent retrospective at Britain's Tate was a landmark for Lebanese art.

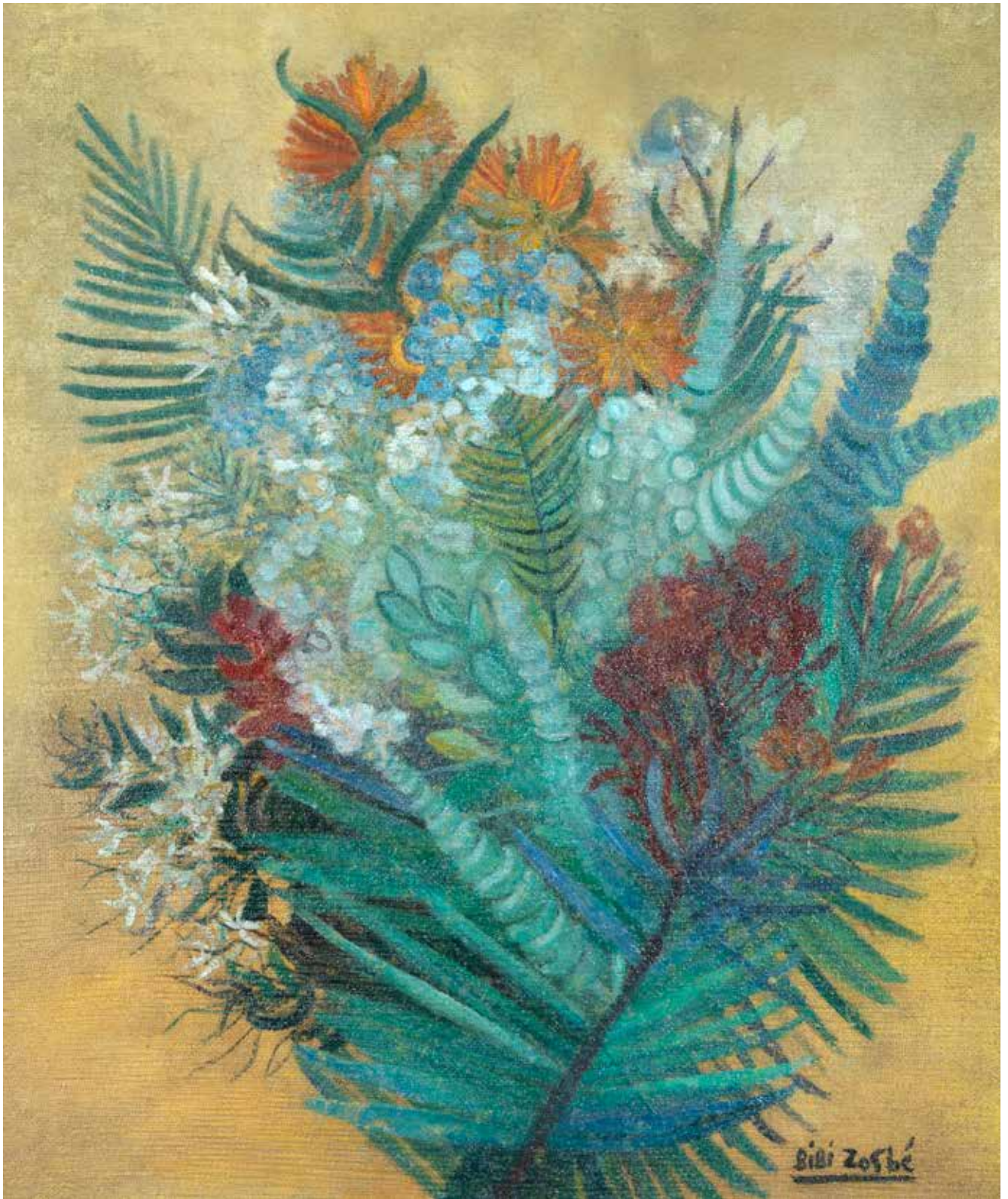
It is in recognition of this unique and illustrious artistic heritage that Bonhams have decided to stage a sale which is the first of its kind, and includes some of the most rare, important and distinguished examples of twentieth century Lebanese art ever to come to the market.

Bonhams would like to express its thanks to several parties; the esteemed Lebanese art critic Samir Sayegh whose essay in the following pages elaborates on the artists and movements which are represented in the present sale, the British Lebanese Association and in particular Lisa Zakhem and Anthony Dawton, the Embassy of Lebanon in Paris and in particular Mrs Mony Haddad for promoting the present works in Paris, and our sponsor Folios Ltd (Badr El-Hage) who have been dedicated to the literary and artistic promotion of the Middle East for decades.

We would also like to express our gratitude to the multitude of contributors who have donated works to the charity section of the sale (Lots 35-50), which are being sold in benefit of the British Lebanese Associations Scholarship Fund.

It is hoped that the present sale will bring Lebanese art to light within a new international arena, and will faithfully reflect the great sense of pride amongst Lebanese in their mountains and their cedars; in their great sea vistas and their majestic countryside; in the magnificent rebuilding of Beirut and in the effort to keep the dream of Lebanon alive.

- Nima Sagharchi



(Lot 9)



"Art is our one true global language. It knows no nation, it favours no race, and it acknowledges no class. It speaks to our need to reveal, heal and transform. It transcends our ordinary lives and lets us imagine what is possible. It creates a dialogue between individuals and communication between communities. It allows us to see and to listen to each other." Kamler.

Since its foundation in 1985 the British Lebanese Association has been supporting and promoting Lebanese art.

The "Romantic Lebanon" exhibition in 1986 at Leighton House was a tour de force, an 18th/ 19th century European view of Lebanon and a glimpse of the beginning of the dynamic exchange between Lebanon and western culture. "Lebanon – The Artist's View: 200 Years of Lebanese Paintings" held in 1998 confirmed Lebanon's outstanding artistic heritage to an enthusiastic audience at the Barbican. In 2004 "The Artist's View II: 1975 -2004", an exhibition under the patronage of HRH Prince Charles, introduced a new generation of Lebanese artists to the London art scene.

The BLA has traditionally showcased all of the creative arts: including music: Majida El Roumi and Guy Manoukian, fashion designers, Elie Saab, Zuhair Murad and Papou Lahoud and a host of other talented people, many of whom were showcased in our "Lebanon Vision and Achievement," a project that brought to London over 80 arts and crafts stalls under one roof in 2007.

It has always given the BLA great pleasure to support the creative community. But nothing has given the Association quite as much pleasure as the response from Lebanese artists and collectors over the last few months to our requests for paintings for the charity section of today's auction. Contrary to any received ideas about artists locked away in their ivory towers, we have been overwhelmed by their openness and generosity in offering us, as you can see, the most beautiful works of art. Art is indeed "our one true global language".

We thank all of those who have been so kind and generous with their time and with their precious works of art: Randa Ali Ahmed, Oussama Baalbaki, Salah Barakat, Nada Andraos, Chucrullah Fattouh, Mansour El Habre, Janet Hagopian, Lena Kelekian, Zena El Khalil, Hussein Madi, Romanos Moukarzel, Wajih Nahlé, Mohamad El Rawass and Mona Sehnaoui.

The Association would also like to thank our colleagues Bushra Salha and Jannine Maamari who did so much work contacting the artists and helping with the selection of the works of art. Nor must we forget that today would not have been possible without our 'partner' Bonhams, represented by Nima Sagharchi, head of the Middle East Department, whose patience, warmth and enthusiasm has driven this project forward from day one.

Lastly, we would like to thank all of you for supporting today's auction. Today marks a quantum leap in the recognition of the importance of Lebanese artists on the international contemporary art scene.

Proceeds from the charity section of today's auction will go towards the funding of the BLA's scholarship fund and the charities that the Association supports in Lebanon.

Sir David Richmond
Chairman, the British
Lebanese Association

Lisa Zakhem
Chairman, Events & Fundraising
Committee



وزارة الثقافة والإرشاد القومي

مسيرة الفنون التشكيلية

معروض

الخريف

قراءة في حركة الفنون التشكيلية في لبنان

سمير الصايغ

يقف لبنان الفنون التشكيلية على خط التماس، حيث يتواجه الشرق والغرب كحضارتين كبيرتين، كأهم وشعوب تختلف في الأساليب والتوجهات. هذا الحد الضيق جعل التنقل بين الشرق والغرب أمرا سهلا. لكنه في الوقت نفسه وضع الكثير من الخطوات في حال إلتباس، بحيث يصعب التمييز أحيانا إذا كانت هذه الخطوات تضي في جهة الشرق أم في جهة الغرب.

ربما نجد في هذه الوقفة الخصوصية التي ميزت الحركة التشكيلية في لبنان على انفتاحها السريع وعلى ريادتها أو بالأحرى على قدرتها على الحوار والإقتداء والمساومة والمواكبة والموافقة أو قدرتها على إعادة التفسير والتأويل.

مع ذلك لا نستطيع أن ننطلق من هذه الملاحظة كحقيقة ثابتة ذلك أن الوقوف على خط التماس هذا لم تكن نتائجه ثابتة أو متشابهة وواحدة. ففي كل مرة كنا نتأمل نتائج هذا اللقاء بين الرؤيا الغربية والرؤيا الشرقية، كان علينا أن نتأمل في حال هذا اللقاء إذا كان لقاء تصادم أو لقاء تصالح، لقاء مساواة أم لقاء غلبة. فلم يكن الغرب واحدا كما أن الشرق لم يكن ثابت الملامح والصفات على مدى هذه السنوات الطويلة من عمر هذا اللقاء أو هذا الانفتاح على فنون الغرب، الإقتداء بها ومواكبتها أو الانتصار فيها.

هكذا يعيدنا تأمل بدايات الحركة التشكيلية في لبنان منذ منتصف القرن التاسع عشر، والتي تمحورت حول الأعمال الدينية على أسلوب عصر النهضة وحول رسم الوجوه (البورتريه) سواء لرجال الدين أو رجال السلطة بالأسلوب الكلاسيكي، إلى العلاقة بين الكنيسة المارونية والفاثيكان منذ القرن السادس عشر. فبطاركة هذه الكنيسة هم الذين رعا الفنانين الرواد في ذهابهم إلى روما وتعلم الرسم. وهذه الكنيسة المفترض أنها كنيسة شرقية هي التي ملأت كنائسها وأديرتها بالأيقونات واللوحات الدينية المرسومة بأساليب النهضة الإيطالية والمهورة بإمضاء الفنانين اللبنانيين الرواد أمثال داوود القرم وحبيب سرور.

المثير للانتباه هنا أن الأيقونة البيزنطية وأساليبها لم تكن موضوع نقاش أو حتى اعتبار أو تساؤل. وفي الوقت الذي يمكننا رد ذلك إلى تراجع هذه الأساليب منذ الفتح العربي وسقوط القسطنطينية، إلا أننا لا نستطيع أن نتجاهل توجهها علمانيا وبحثا عن هوية وانتماء رافق خطوات هؤلاء الرواد لفتح أبواب أمام تلامذتهم أكثر انفتاحا وأكثر تقدما من الوقوف في عصر النهضة والأخذ بحذافير الأساليب الكلاسيكية.

كان واضحا، ومنذ البداية، أن القصد الفني غلب القصد الديني. لقد كان اهتمام الفنانين الرواد الذين قصدوا الغرب لإتقان الرسم همّا فنيا، همّ الإتقان وهمّ المهارة، أكثر بكثير من الانخراط في فن ديني أو فن مقدس... إن الاهتمام برسم الوجوه والأجسام بواقعية وبصفات شخصية، والاهتمام بالألوان وقدرتها التعبيرية، دفع الفن الديني ليكون فنا علمانيا بحيث انتقلنا بسرعة من رسم الأيقونات إلى رسم الوجوه بسهولة وكأننا أمام فن واحد.

ويمكننا أن نتلمس البحث عن الهوية والسعي إلى الانتماء، أو إلى شرقية أو إلى أصالة ما في استلهم أو حتى في رسم الوجوه المحلية والوجوه المستحبة من قبل الفنانين لرسمها كوجوه للقديسين. فكلنا ما كان يتردد بصوت خافت أن وجه العذراء أو وجوه القديسات التي كانت تضمها اللوحات الدينية مستوحات من وجوه قريبة من الفنان.

الإنتقال السريع من المقدس إلى العلماني ومن الديني إلى الروحي يظهر بوضوح مع الخطوات الأولى التي تلت داوود القرم وحبيب سرور مع خليل صليبي وجبران خليل جبران عندما تحرر الفنان من الحرفية والمهنية إلى الحرية في اختيار الموضوع والأسلوب، بحيث نستطيع أن نرى مع الوجوه التي رسمها صليبي التوجه اللوني وبحضور يفيض كفرح داخلي، وحيث امتلأ الجسد كله عند جبران بقوة روحية جعلته خفيفا وشغافا يتأهب للارتفاع عن الأرض أو المكان.

الأحداث التاريخية الكبيرة التي وقعت بين الربع الأخير للقرن التاسع عشر والربع الأول من القرن العشرين، أي بين انطلاق ما يسمى عصر النهضة العربية وشعارها الداعي إلى الانفتاح على الغرب المتقدم وإحياء التراث، وبين سقوط السلطنة العثمانية وانتصار الغرب في الحرب العالمية الأولى وحضوره في الشرق هذه المرة كمنتصر، أحداث هزت بعنف خطوط التماس بين الشرق والغرب، بحيث بدا الشرق بعيدا جدا محاصرا بالظلام والنسيان والهزيمة، وبدا الغرب قريبا جدا وعنوانا للتقدم العلمي والثقافي والفني.



الغرب المنتصر فرض لغته وقيمه الفنية في البلاد التي سيطر عليها سواء كمنتدب أو كمستعمر وبالتالي تسارعت خطوات الفنانين اللبنانيين في الاقتراب من أساليب وقيم الفنون الغربية التي سيطرت في أواخر القرن التاسع عشر وأوائل القرن العشرين... ومرة جديدة برز الاهتمام بمفهوم اللوحة وتقنيات وأساليب الرسم أكثر بكثير من موقف الفنان ومعنى الفن.

هكذا حقق المنظر الطبيعي الخصوصية اللبنانية فسريرا ما تحول هذا المنظر إلى مضمون فني جاعلا من الضوء والألوان لغة فنية معبرة وبلغية... وإذا كان النقاد ترددوا في وضع أسلوب هذا المنظر في المدرسة الانطباعية أو في المدرسة الطبيعية فلا شك أن السعي من قبل فنانين أمثال عمر الأنسي، مصطفى فروخ، صليبا الدويهي، قيصير الجميل ورشيد وهبي، إلى التقاط المناظر الطبيعية اللبنانية بتنوعها وأنوارها الصافية المشرقة واتقان رسمها وتسجيلها في أعمال فنية عكس بكل وضوح السعي إلى الصفات الأصلية لفنان ينتمي إلى الشرق.

كان علينا أن ننتظر انتهاء الحرب العالمية الثانية وانتظار عصر الاستقلال العربي حتى يقف الفنان اللبناني وقفة مساواة مع الفنان الغربي في مساحة سميت ثورة الفن الحديث التي عرفها الغرب منذ أواخر القرن التاسع عشر ونظر إليها الفنان اللبناني مع بداية النصف الثاني من القرن العشرين كمنعطف تاريخي، كمكان لقاء حقيقي بين المبدعين وبين الشرق والغرب حيث أصبح التراث، أي تراث، إلى أي جهة انتمى تراثا إنسانيا بالطلق، وأي إبداع إلى أي جهة انتمى أو في أي عصر كان هو إبداع إنساني بالطلق....

مع الحداثة الفنية، أدرك الفنان اللبناني أن المهم هنا هو موقفه هو من الفن ومن الحياة، من الإنسان ومن الوجود، أكثر بكثير من التقنيات والأساليب الفنية. لأن الأساليب التي ستولد من خلال هذا الموقف، وعبر ممارسة هذا الفهم الجديد. لقد شكلت هذه الحداثة التي تجددت بعد الحرب العالمية الثانية للفنان اللبناني مساحة لقاء وقف فيها وقفة مساواة بينه وبين الفنان الغربي من جهة الطموح ومن جهة الإمكانيات. فعندما وصلت سلوى روضة شقير إلى باريس وجدت نفسها في طليعة الفنانين الغربيين أنفسهم وأن تجريبها ليس مستلهما من التجريد الغربي بل هو تجريد مستلهم من تجريد شرقي عريق. في الصدد نفسه يقول حليم جرداق أنه لم يذهب إلى باريس الفن خال اليدين بل كان معه جبران وميخائيل نعيمة وأبو العلاء المعري وإبن عربي، وكان إلى جانبه أنطون سعادة. ويروي عارف الريس كيف تساوى واستأذه في تبادل الأستاذة، تعلمني وأعلمك. كذلك عندما انتقل صليبا الدويهي إلى نيويورك سريعا ما وجد أن توجهه إلى اللوحة التجريدية لم يكن إلا قراءة جديدة لأعماله السابقة أو إصغاء أكثر انتباها لما يدور في مخيلته وفي قلبه.



في الحادثة انتصر الغرب على نفسه، لقد حررته الحادثة من النظرة الفوقية ومن الشعور بالتفوق. ومع تطلعه إلى تراث الحضارات الأخرى واستلهامه فنيوها فتح باب الحوار الحقيقي بين الحضارات وبين الفنان ونفسه وبين الفنان والآخر. وفي الحادثة استطاع الفنان اللبناني من قراءة الغرب قراءة أكثر موضوعية وقراءة الشرق قراءة أكثر فهما وأكثر عمقا. هكذا عرفت بيروت بين أربعينات ومنتصف سبعينات القرن العشرين العصر الذهبي الفني، فلم تكن فقط عاصمة الفن للفنانين العرب من المغرب حتى العراق ومن السودان حتى اليمن، بل إنها استقبلت فنانا الغرب الكبار أيضا وأقامت المعارض الحضارية والتراثية وكانت في الوقت نفسه طليعية ومغامرة.

لم يعد المنظر الطبيعي موضوعا للعمل الفني، ولم يعد رسم الوجوه موضوعا، كذلك ألوان المنظر الطبيعي وأنواره، حيث تحول اللون والضوء من صفات إلى أفعال. واستطاع الفنان سواء كان أمام التجريد أم أمام التجسيد، وسواء أكان يستلهم منظرا أم يتأمل وجهها، أن يصيغ مشهدا جديدا أكثر حقيقة من المنظر الطبيعي وأكثر صدقا أو تعبيرا من الوجوه أو الأشخاص. لم يعد نقل الواقع هدفا فنيا بل صار الهدف في كيف نقرأ الواقع وكيف نفهمه، أصبح موقف الفنان هو الهدف، الفنان نفسه هو الهدف ذلك أنه كلما أصغى إلى ذاته أو كلما غاص إلى أعماقه سيكتشف المنظر الحقيقي وسيلتقي بالآخر.

في الطريق نفسها، ومع لحظات الصدق والمساواة التي حققتها الحادثة انفتحت الأبواب التي تطل على التراث لكن هذه المرة ليس بغاية الرجوع إلى الماضي والأخذ بأساليب وقواعد فن الماضي، بل للوصول إلى المستقبل وذلك بالوقوف أمام جوهر هذا الماضي الذي يتجاوز الزمان والمكان ككل جوهر.

هكذا استطاع الفنانون اللبنانيون استلهم جوهر فن الأيقونة وجوهر الفن الإسلامي وجوهر ما تركته لنا حضارات ما بين النهرين، بأساليب وصيغ وأحاسيس ومواقف وتوجهات مستقبلية. واستطاعت أعمالهم الوقوف مع أعمال لفنانين غربيين استلهموا هم أيضا الخط العربي والزخرفة والروحانية الشرقية، كما استلهموا الحضارة الفرعونية وحضارة أميركا اللاتينية، وما حققته إفريقيا من أقمعة ونحت ورموز وإشارات بأعمال جديدة حديثة أخذتنا إلى المستقبل في الوقت الذي كانت تقرأ أمامنا الماضي، وأشعرتنا أننا نقف في مكان بلا حدود ومع زمان بلا أوقات.

تقع الحرب الأهلية في منتصف السبعينات وتستمر إلى بداية التسعينات، وتدمر المدن وتقطع التواصل وتقسّم البلاد، فينقطع الحوار ويعم الخراب... ومرة جديدة تهتز خطوط التماس وتضيّع وسط هذا الاهتزاز لحظة الصدق الحضاري ولحظة المساواة الإنسانية.

تضم هذه المجموعة المتوفرة أمامنا أعمالاً تختصر حركة الفنون التشكيلية اللبنانية أو أنها تلقي أضواء تكشف أبرز صفات وخصائص هذه الفنون، خاصة أنها تبدأ بداوود القرم أول من اتفق على تسميتهم بالرواد وتنتهي بعمل لأيمن بعلبكي لخراب وسط مدينة بيروت.

في منظر داوود القرم عن الأشرفية 1881، يؤسس المنظر الطبيعي الذي شكل موضوع العمل الفني للفنانين اللبنانيين من أوائل القرن العشرين حتى أوائل الأربعينات منه وذلك بتصوير البيت اللبناني بقرميده أو بسطحه الترابي الغارق بين أشجار السنديان الباسقة وأشجار الصنوبر الأثينة والتي ستكون حاضرة في معظم المناظر الطبيعية. وإذا كانت لوحة القرم تعود إلى الأسلوب الكلاسيكي فإن الوجوه في لوحات خليل صليبي وجبران خليل جبران وسرور والدويهي تعكس أول تحول عن الفن الديني وأول تحول عن رسم الشخصيات الدينية أو أصحاب السلطة أو الوجاهة. فمع خليل صليبي نقف أمام وجه مشع كثير الصفاء وكثير الثقة. وعلى الرغم من أن هذا الوجه هو وجه زوجته إلا أنه يبدو كأنه وجه يحمل ملامح ملائكية. التوجه نفسه يمكننا أن نلاحظه في لوحة جبران (بورتريه ألكسندرا مورتن)، هذه الضبابية التي تسمح الوجه فيبدو غارقاً في حلم أو تأمل أو صلاة قلبية، وهو قصد كان يسعى إليه جبران في كل أعماله والتي تبلورت فيما بعد بحيث كان يحيط كل أجساد لوحاته بهذه الضبابية أو الشفافية لتنتقل هذه الأجساد من الواقع الحسي الأرضي إلى عالم سماوي أو روعي.

لكننا مع سرور والدويهي نقف أمام أعمال ترسم أوجها جميلة لفتيات بدويات ممثلة نورا وعافية، شكلت موضوعاً كرره معظم الفنانين الأوائل وهو يطرح بدون أي شك أسئلة

كثيرة خاصة أنه عند سرور مثلاً يرافق الكثير من الوجوه الرسمية العائدة لرجال الدين. وإذا كان من المستبعد أن يكون تقليداً لفنانين الاستشراق خاصة عند الدويهي وعمر الأسّي، فإنه يبدو موضوعاً يتحرر فيه الفنان من كونه فناناً حرفياً ويؤكد من جهة ثانية علمانيته وانتماءه الفني وحرية في الاختيار.

مع أن بيبي زغبى نشأت كرسامة في الأرجنتين وعادت إلى لبنان كفنانة ناضجة، فإن أزهارها وألوانها أدخلتها إلى حلقة الفنانين الإنطباعيين أو الطبيعيين أمثال قيصر الجميل الذي يمثل هنا بعارية مستقلة بألوان مضاءة وتلوين حيوي تساوى بحضوره مع الجسد العاري من حيث موضوع اللوحة ومضمونها... في حين تبدو عارية فروخ على الرغم من كونها لفاتة صغيرة السن كحورية تطلع من الماء لتملأ اللوحة وتنفرد بحضورها. أما المنظر الطبيعي التقليدي، فيجمع فيه فروخ بين الجبل الصخري الممتد نحو الأفق مع الروابي الخضراء والجلالي المترددة بتلوين دافئ في مقدمة اللوحة، لينتقل إلى الألوان الباردة في خلفيتها بحيث تكتسب اللوحة حركة على الرغم من موضوعها الثابت. مع عمر الأسّي، تنتقل إلى خارج لبنان وهذه المرة إلى حوران التي حقق فيها الأسّي أعمالاً مدهشة حيث ينتمي هذا المنظر إلى مناظر البيوت الطينية الجميلة والنادرة التي تشعنا أننا أمام أرض التكوين الأولى أرض الطين والماء، أرض الولادة، أرض الخلق.

إلا أن المنعطف الفني المثير الذي حققته الفنون التشكيلية في لبنان يبدأ مع أربعينات القرن العشرين ومع التجريد في شتى اتجاهاته، الهندسية والغنائية والخطية إلى ما هنالك من أساليب عرفها هذا الاتجاه في أوروبا أو في أميركا أو في عواصم الشرق الفنية.

شكلت التجريدية في الفن جواباً مقنعاً على الأسئلة التي كان يطرحها الفنان حول الخصوصية الحضارية وحول الهوية الفنية. مع التجريد يلتقي الشرق والغرب، يعود الشرق ليوقف، بقوة هذه المرة، على الرغم من سنين الظلام التي أحاطت به أمام الغرب. ذلك أن الفنون الإسلامية والبيزنطية وفنون الحضارات الأولى لا تسعى إلى نقل الواقع كما هو إلى العمل الفني، بل كانت ومنذ الأيام الأولى لا تقرأ ظاهر العالم بل باطنه، أي كانت تسعى دائماً لقراءة ما لا يراه البصر بل قراءة ما تراه البصيرة.

لقد استطاعت سلوى روضة شقير، في تجريدها المستوحى من التجريد الشرقي، جعل هذا الخط اللولبي الفاصل والجامع يشهد على هذا الواحد المتعدد أو المتجلي في هيئة اثنين. كما استطاع عارف الرئيس في تجريده أن يجعل الخط المنحني حداً للجزء الذي سيتحول إلى كل بأسلوب زخرفي جديد. في حين تنتقلنا هويغيت كالان مع تفكك مربعاتها المنقطعة إلى خطوط وأزياح، إلى مكان يتحول إلى فضاء أو زمان يتحول إلى أبد.

وإذا كانت فطرية خليل زغبى أقرب إلى الزخرفة وعالم المنمنات الخفي، فإن أزهاره ستنتاسن في اصطافها الحميم. ومن هنا يمكننا الاقتراب إلى لوحة بول غيراغوسيان حيث تتحول ألوانها المتجاورة والمتقاطعة إلى ما يشبه التجمع أو الجمهرة استطاع غيراغوسيان توظيفها في معان كثيرة كالهجرة والمآسي وكذلك الأعراس. ولن نبتعد كثيراً في تأملنا للوحة فريد عواد، فجمهوريةها المذهاب في الإحماء والذوبان سيتحول إلى كورس للغناء.

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مع شفيق عبود تحضر الألوان كلغة أصيلة، وإذا كان هذا التجريد يخفي في منحنياته صوراً وما يشبه المنظر، فإن الضوء المنبعث من ألوانه يوحد ويحوّل الصورة الخفية إلى تجريد مليئ بالشعر والموسيقى. أعمال إيلي كنعان تؤكد هذا المزج بين التجريد والتشخيص، حيث يضع الشكل الإنساني في وسط اللوحة أو في وسط الحقل المشتعل، وتؤكد بالمقابل أيضاً السعي إلى النور والحلم.

التجريد الصافي يظهر بوضوح في أعمال هان الخال، في أحوال اللون الواحد وتحولاته إلى أحاسيس ومشاعر وإلى شعر وغناء. كذلك يحوّل التبسيط في منظر إيتل عدنان القمر فوق القمم الجبلية إلى دائرة فضية والجبال إلى لون زهري والمنظر ككل إلى سحر بصري ساطع.

انتهت الحرب الأهلية، فاستيقظنا على أمر جديد: الغرب يتحدث عن ما بعد الحداثة، وبيروت لم تعد ملتقى الشرق والغرب ولا هي ملتقى الفنانين العرب. إننا أمام وسط مدمر وحوار منقطع.

هكذا تبدو لوحة أيمن بعلبكي كصنم لواحد من آلهة الدمار ينتصب ويملاً هذا الفراغ أو هذا المكان أو هذا الزمان.

سمير الصايغ

MINISTÈRE DE LA CULTURE ET DE L'ORIENTATION NATIONALE

DIRECTION DES BEAUX ARTS



SALON

D'AUTOMNE

Samir Sayegh (born 1945) is an active participant in the Lebanese and Arab intellectual scene as an art critic, poet & artist calligrapher. Sayegh studied art history at the École Nationale Supérieure des Beaux-Arts in Paris. From 2003-2007, he was a lecturer in the Architecture and Graphic Design department at the American University of Beirut.

His published work includes a book on the aesthetics of Islamic art called “Islamic Art, a reading into its philosophy & aesthetic characteristics”, in addition to three Arab poetry books. He has published many articles and essays in different magazines and newspapers since the late 60’s principally writing for Mawaqif and Funoun Arabyah, in addition to regular articles in newspapers such as Al Anwar, Al Watan Al Arabi & Al Kifah Al Arabi.



A SURVEY OF THE VISUAL ARTS MOVEMENT IN LEBANON

– Samir Sayegh

In the visual arts, Lebanon has always straddled the border of East and West; between two great civilisations, separating nations and peoples that differ in both style and perspective. This privileged position has made oscillating between Eastern and Western artistic vocabularies simple, but at the same time it has contributed to a sense of “identity crisis” as it is has occasionally been difficult to contextualise Lebanese art within a wider artistic tradition.

We may conclude that it is this very unique categorization that distinguishes the visual arts movement in Lebanon, and its ability for dialogue, integration, and its propensity reinterpret and assimilate other artistic traditions.

However, we cannot proceed from this observation as a proven fact; for each time we contemplate the result of this meeting between the Western vision and the Eastern vision, we should think about whether the encounter is a meeting in conflict or in reconciliation, a meeting or parity or of defeat? It is important to note, when considering this, that the West is not homogenous, just as the East cannot be said to have fixed features and characteristics throughout the long years that span this encounter.

Holy Beginnings

If we consider the origins of the visual arts movement in Lebanon from the middle of the nineteenth century, which revolved around religious works in the style of the Renaissance period and around portraiture, either of men of religion or men of power in the classical style, we can identify the genesis of the movement in the relationship between the Maronite Church and the Vatican since the sixteenth century.

The patriarchs of this church were the patrons of these pioneering artists in their visits to Rome, and it is this church, which filled its churches and monasteries with icons and religious paintings drawn in the style of the Italian Renaissance which are inscribed with the signatures of pioneering Lebanese artists such as Daoud Corm and Habib Srour.

Whilst initially rooted in Christian iconography, the artists pioneering oil painting at the turn of the century, began progressing towards secular subject matters. Gradually, the artistic intentions overcame the religious; the concern of the pioneering artists who headed for the West to develop their trade was more an artistic concern and concern for mastery and skill than an affiliation with religious and holy art. The desire to draw faces and bodies realistically and with individual features, and the concern with colour and its expressive power, pushed religious art to secularize.



Lot 4 - Daoud Corm (Lebanon, 1852-1930)

The rapid movement from the holy to the secular and from religious to spiritual appears clearly in the work of Daoud Corm and Habib Srour along with Khalil Saleeby and Khalil Gibran when artists were released from craft and vocation to freedom in choice of subject and style. Thus we can see an expressionist and esoteric element to the portraits of Saleeby with their radiant complexion, and with Gibran whose portraits are filled with a spiritual power and charged with a sense of ethereal transparency

The great historical events that took place between the last quarter of the nineteenth century and the first quarter of the twentieth, that is between the rise of what is called the age of the Arab revival with its slogans calling for an opening up to the developed West and the reawakening of heritage, and between the fall of the Ottoman Sultanate and the Western victory in the First World War, and its arrival in the East this time as victor, were events that shook the demarcation lines between East and West violently.

The conquering West imposed its artistic language and values in the countries that it controlled either as mandate or colonial power and as a consequence the Lebanese artists accelerated in their steps closer to the styles and values of Western artists which prevailed at the end of the nineteenth and the beginning of the twentieth century.

However, in spite of this aesthetic tendency, artists of the period still managed to imbue their works with a uniquely Lebanese character, creating from light and colour an expressive and eloquent artistic language ... and if the critics hesitated in placing the style of their landscapes in the impressionist or naturalist schools, there is no doubt in the incredible dexterity of artists such as Omar Onsi, Mustafa Farroukh, Saliba Douaihi, Cesar Gemayel and Rashid Wahbi, in capturing the Lebanese landscape with all its variety and pure luminosity.



Lot 18 - Farid Aouad (Lebanon, 1924-1982)

The Modern Art Revolution

We had to wait for the end of the Second World War and the age of Arab independence for the Lebanese artist to truly stand on equal footing with his Western counterparts.

With artistic modernism, the Lebanese artist finally embraced expressionism, recognising that the artists perspective and conceptual agenda were more significant than artistic techniques and style, for style and technique would ultimately be subordinate to the artists overall world view, and through the practice of this new understanding, Lebanon would forge a Modern Art movement to rival the West.

Thus even when Saloua Raouda Choucair arrived in Paris amongst the European Avant-Garde she continued to maintain that her source of inspiration was deeply-rooted in Islamic Geometry and Eastern abstract art. On this subject Halim Jurdak declared that he did not go to the Paris of art empty handed but had Gibran, Mikha'il Na'ima, Abu Ala' Al-Ma'arri and Ibn Arabi with him and Antoun Saadeh by his side. Aref El Rayess similarly relates how he believed himself equal to his Western instructors, "teach me and I will teach you" he proclaimed.

From the nineteen forties to the mid-seventies Beirut experienced an artistic golden age. It was not only the art capital for Arab artists from North Africa to Iraq and from Sudan to Yemen, but it also welcomed prominent Western artists and staged exhibitions of culture and heritage, while at the same time being daring and avant-garde.

The natural landscape was no longer a subject for artworks, and neither was portraiture, in keeping with this the colour and light of the natural landscape went from being characteristics of art to their subject matter. Whether in front of an abstract or figurative work, or whether inspired by a landscape or contemplating a face, the artist was able to compose a new scene with more immediacy and expressive force than mere representation.

The collection presented before us includes works that epitomise the Lebanese visual arts movement, and the breadth of the works included give a truly comprehensive account of Lebanon's artistic heritage.

- Samir Sayegh

The representation of reality was no longer the artistic goal, rather the goal was how to capture and understand the essence of a subject matter. The point of view of the artist became the goal. The artist himself was the goal as each time he paid attention to himself, or each time he plunged into his own depths, he would discover the inner conflict and expressionistic resonance which would fuel his creativity.

Despite their modernist agenda, Lebanese artists, conscious of tradition and the past, drew from iconographic art, Islamic art, and the art bequeathed to us by the civilisations of Mesopotamia, in the styles, forms, feelings, points of view and trends of their production.

The Civil War began in the mid-seventies and continued into the beginning of the nineties; cities were destroyed, relationships ruptured and the country was divided, so the dialogue was interrupted and destruction prevailed ... and once more the fault lines were shaken, and in the midst of these convulsions a moment of cultural sincerity and human equality was lost.

The Present Sale

The collection presented before us includes works that epitomise the Lebanese visual arts movement, and the breadth of the works included give a truly comprehensive account of Lebanon's artistic heritage, beginning with Daoud Corm, who was Lebanon's artistic pioneer, and ending with Ayman Baalbaki, who charts the modern day devastation of the city centre of Beirut.

In the Daoud Corm scene of Achrafieh in 1881, the landscape which forms the subject of the artwork creates a foundation for Lebanese artists from the beginning of the twentieth century up to the beginning of the nineteen forties in what is to become a vibrant period characterised by elegant and graceful renditions of Lebanon and its surroundings.

In Khalil Gibran's "Portrait of Alexandra Morton", we encounter a compositional haziness that creates a magisterial work with a dreamlike, spiritual quality. This was an aim that Gibran pursued in all of his works and which crystallised later on as he imbued all of his figures with a murky, other-worldly quality to emphasize the human spirits detachment from tangible earthly reality and its union with the unseen spiritual realm.

Although Bibi Zogbe plied her trade in Argentina and returned to Lebanon as a mature artist, her flowers and her colours put her into the circle of impressionist or naturalist artists such as Cesar Gamayel who is represented here by a female nude bathed in luminous colour and vivid tones.



Lot 32 - Etel Adnan (Lebanon, born 1925)

As we approach the post-war period we see a clear sea-change in the visual and conceptual completion of Lebanese art with the emergence of accomplished abstract artists, here exemplified by the elegant dual composition by Saloua Raouda Choucair.

From here we can approach the painting of Paul Guiragossian with his adjacent and intersecting colours that often resemble a gathering or assembly which Guiragossian was able to imbue with different meanings such as migration and tragedy.

With Shafic Abboud the colours appear like a pure language, and if this abstraction conceals in its winding path images and something resembling scenes, the light emanating from its colours unites it and transforms the hidden image into an abstract form filled with poetry and music. The works of Elie Kanaan confirm this blend between abstraction and personification as the human form is submerged in abstraction.

In time, the Civil War ended and we awoke to something new. The West was talking about Post-Modernism, and Beirut was no longer considered the meeting point between East and West, nor the meeting point for Arab artists. We are facing a devastated environment and an interrupted dialogue.

Thus the painting of Ayman Baalbaki, the "Beirut Egg", appears like an idol of one of the gods of destruction which stands and fills the void of our present era

Samir Sayegh

1*

KHALIL SALEEBY (LEBANON, 1870-1928)

Portrait of Carrie Aude (*The artists wife*)

oil on canvas, framed

signed and dated 1916

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

£15,000 - 20,000

US\$22,000 - 29,000

€19,000 - 26,000

Provenance:

Property from a private collection, Los Angeles

Presented as a gift from the artist to George Mishalany, circa 1920's
thence by descent to the present owner

Khalil Saleeby is one of the Lebanon's most pioneering and important artists, and as teacher to luminaries like Douaihy and Gemayel, he is considered one of the major forerunners of Lebanese modernism at the turn of the century.

He was born to landowning Greek Orthodox peasants in 1870, in the village of Btalloun in the mountains outside of Beirut. As a child, Saleeby started drawing with the heads of matchsticks before progressing to charcoal and ink. He studied at the Syrian Protestant College, which later became the American University of Beirut (AUB).

Saleeby impressed his teachers enough to be sent off to Scotland for further study where he trained with John Singer Sargent, who encouraged the young painter to continue his education in Philadelphia. There, Saleeby met (and promptly married) Carrie Aude, who soon became his favorite subject and lifelong muse.

The couple spent ten years on the move in Edinburgh, London and Paris, where Saleeby met Pierre-Auguste Renoir and Gustave Courbet. At the turn of the century, he returned to Beirut and began teaching at his Alma Mater, at this point he had quickly gained a reputation as one of the leading portrait painters of his time.

To enjoy the fruits of his success, Saleeby acquired a house in his ancestral village of Btalloonn. However, tragically, after a dispute over water resources in the summer of 1928, a group of village thugs murdered the artist and his wife as they were returning home from a swim. Saleeby's artistic legacy was heartbreakingly cut short.

Uniquely, Saleeby's portraits are not cold, detached representations of his various sitters; emotive and deeply felt, there exists a palpable sympathy and familiarity with his subjects, nowhere is this felt more potently than in depictions of his beloved wife

In 2012, The American University of Beirut, Lebanon's leading liberal arts university, inaugurated its new gallery space, the AUB Art Gallery, with the first major public exhibition of the works of Saleeby.

The exhibition was drawn from an important private collection of Saleeby's works which were donated to the AUB, which currently holds the largest private collection of works by the artist.



"Beauty is eternity gazing at itself in a mirror. But you are eternity and you are the mirror."

- Kahlil Gibran

2*

KAHLIL GIBRAN (LEBANON, 1883-1931)

Portrait of Mrs Alexander Morten

oil on canvas, framed

titled "Mrs Alexander Morten" in English on the verso, executed in 1914

66 x 63cm (26 x 24 13/16in).

£20,000 - 30,000

US\$29,000 - 44,000

€26,000 - 39,000

Provenance:

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

Exhibited:

New York, "Exhibition of Pictures by Kahlil Gibran", Montross Gallery,
Fifth Avenue, December 1914

Published:

Exhibition Catalogue, "Exhibition of Pictures by Kahlil Gibran",
Montross Gallery, Fifth Avenue, December 1914
Suheil Bushrui and Joe Jenkins, Kahlil Gibran: Man and Poet,
Oneworld Publications, 2008

"The weeks leading up to the exhibition were frenetic, amidst all the practicalities he finished three drawings and four paintings as well as adding to the portrait series by drawing Marjorie Morten. Gibran was incapacitated with the gripe: "I am already half dead. The thousand and one details that swim around my tired head are apt to drive one to the Mad House! Art is one thing and exhibiting another."

- Khalil Gibran, Biography

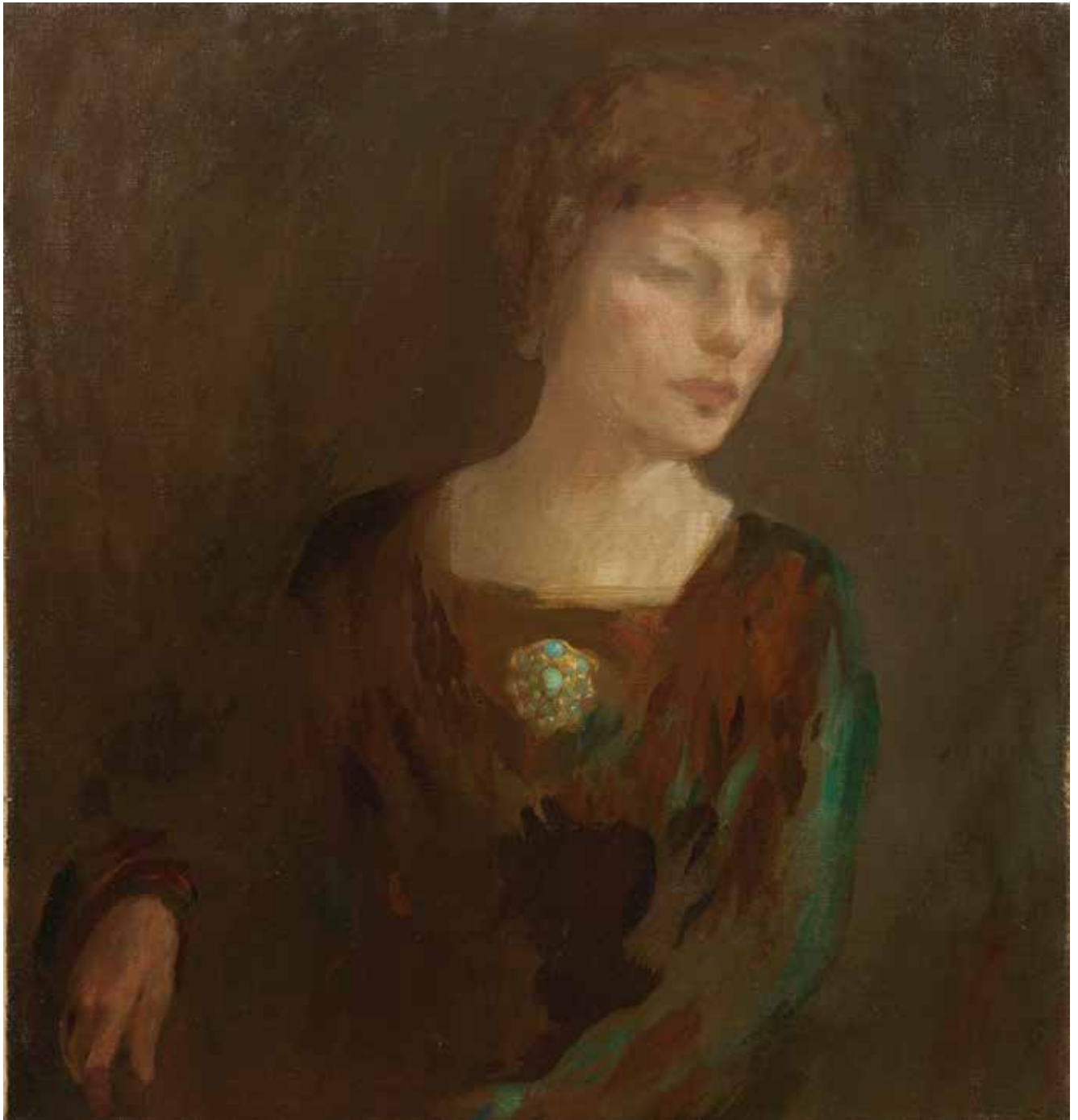
Bonhams have the rare privilege of presenting perhaps one of the most important and unique examples of twentieth century Lebanese art ever to come to market. The first appearance of an oil painting by Khalil Gibran at international auction, "Portrait of Mrs Alexander Morten" has been hidden from view for nearly a century.

Painted at the outbreak of the First World War, archetypal of Gibran's signature portrait style, and featuring in Gibran's first exhibition in New York, the present work is considered one of the lost masterpieces that propelled the poet-artist to international fame.

The Poet-Artist

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

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



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

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

In 1908, Gibrain travelled to Paris and enrolled in the popular atelier of Rodolphe Julian, through which Matisse, Bonnard, and Léger, among others, had also passed. He also attended classes at the École des Beaux-Arts and studied under Pierre Marcel Béroneau, a well-known painter and disciple of Gustave Moreau. It is here where he was schooled in symbolist and aestheticism, prominent 19th century art movements that would have a marked influence on much of his subsequent work.

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

A Lost Masterpiece

The present painting was executed at a seminal point in Gibran's career and is the subject of extensive documentation both in Gibran's letters to his sister Maria and in Gibran's numerous biographies. Living in Boston at the time, Gibran was engrossed in his composition of the "Mad Man" (which was to be published in 1918) and desperately seeking an opportunity to exhibit his works in New York. In the spring of 1914 he was approached by the prominent New York Art Dealer Alexander Morten (whose wife in the subject of the portrait), and a suave gallerist by the name of Newman Montross.

Whilst realizing Gibran's immense talent Montross noted that he was an artist who "doesn't care whether he sells or not", yet despite this the pair were excited by the prospect of "surprising New York" with this newly discovered talent, the exhibition in which the present piece was exhibited was a resounding success and laid the foundation for Gibran's growing popularity among the American artistic elite.

Preparation for the exhibition put immense strain in Gibran's already fought nerves, and his weak constitution suffered greatly in the run up to the exhibition, in letters to his sister during the period he laments that "there is something struggling in my soul... it has never been so terrible before".

This sense of existential angst and spiritual confusion is evident in the artists literary and artistic output during the period and serves to highlight the complexity of a figure who was at once a wholehearted advocate of spiritual peace yet also a deeply troubled soul

The Subject – Marjorie Morten

Marjorie Morten was a lavish and industrious figure; a writer, author and artist in her own right as well as generous supporter and patron of the arts and a New York City socialite, she was particularly well known as an influential member of the Baha'i faith serving as editor of the Baha'i journal "World Order," and personal friend of Bahiyih Khanum, the daughter of Bahulullah.

Morten and Gibran initially became acquainted with each other in Baha'i circles in New York when Gibran was seeking to learn more about Baha'ism, a mystical faith which was very much in line with his own personal philosophy of love, tolerance and spiritual emancipation. Importantly, Morten and Gibran were both present during Bahulullah's visit to New York in 1912 and it is perhaps no co-incidence that the portrait Gibran chose to paint is charged with a certain sense of spiritual grace no doubt a reflection of the sitters inner beliefs.

Mrs Morten was an active patron of artists such as Mark Tobey, Juliet Thompson, and Albert Pinkham Ryder and her husband's trade as a successful art dealer allowed her to become a fixture in New York's artistic elite.

The Painting

The present portrait showcase the quintessential elements of Gibrain's artistic practice. Incorporating the stylistic and philosophical underpinnings of the aestheticists, Gibrain sought beauty and poetry as an antidote to worldly woes and the transience of existence.

The elevation of beauty as an ideal was characteristic of symbolists such as Rodin and Blake, who favoured romance over realism, and in a century inhabited by artists pursuing political, revolutionary and iconoclastic agendas, the soft, romantic grace of Gibrain's work was an affirmation of beauty as a transcendental and apolitical ideal, echoed the inclusive and unifying hue of his poetry.

Exhibiting a soft, diaphanous and almost dream-like quality, there is a strong suggestion of his figures inhabiting a purely spiritual realm, unsullied by the fetters of earthly existence.

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

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



"The weeks leading up to the exhibition were frenetic, amidst all the practicalities he finished three drawings and four paintings as well as adding to the portrait series by drawing Marjorie Morten. Gibran was incapacitated with the grippe: "I am already half dead. The thousand and one details that swim around my tired head are apt to drive one to the Mad House! Art is one thing and exhibiting another."

- Kahlil Gibran Biography

Portrait of Kahlil Gibran



Portrait of the artist's Sister Marianna Gibran

3

KAHLIL GIBRAN (LEBANON, 1883-1931)

Four rare and important books by Kahlil Gibran, including four with handwritten dedications by the author

1.

GIBRAN, KAHLIL, "Sand And Foam", New York, Alfred Knopf, 1926

with dedication from Khalil Gibran reading: "To Selim, with love, Khalil Gibran, 1926"

2. GIBRAN, KHALIL, "Al Mawakib" (The Procession), Arabic, Mir'at al-gharb (Mirror of the West) Press, New York, 1919

3. GIBRAN, KHALIL, "Al-sanabil (The Spikes of Wheat), Al Sayeh Press, New York, 1929

with a dedication from Khalil Gibran reading: "With love, Khalil Gibran, 1929"

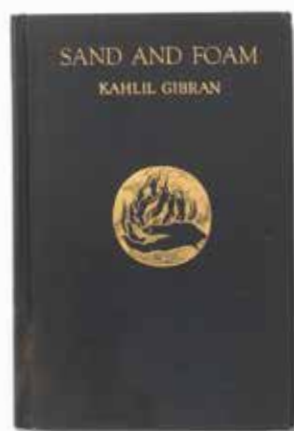
4. GIBRAN, KHALIL, "Al-sanabil (The Spikes of Wheat), Al Sayeh Press, New York, 1929

with a dedication from Khalil Gibran reading: "With love, Khalil Gibran, 1929"

£1,000 - 2,000

US\$1,500 - 2,900

€1,300 - 2,600



4*

DAOUD CORM (LEBANON, 1852-1930)

View of Achrafieh

oil on canvas, framed

signed (lower left), executed in 1881

36 x 55cm (14 3/16 x 21 5/8in).

£25,000 - 50,000

US\$36,000 - 73,000

€32,000 - 64,000

Published:

Sultan, Maha Aziza, *The Pioneers of Art in Lebanon: Corm, Srour, and Saleeby* Beirut, Kaslik University, 2006

Daoud Corm was an influential Lebanese painter. He was a teacher and mentor to the young Khalil Gibran as well as Khalil Saleeby and Habib Srour.

Born in Ghosha in Mount Lebanon, Corm and his family resettled soon afterwards in his mother's home village of Ghazir. His beginnings as an artist can be dated back to 1861, when two Italian Jesuit priests discovered Corm's drawings on some rocks. Mistaking the young boy's depictions of birds for three-dimensional reality, the priests were mesmerized by Corm's natural talent and offered him a position teaching drawing at the local Jesuit missionary school in exchange for Italian language lessons.

After nearly a decade teaching in the school, sometime in the late 1860s Corm sold several paintings to the Maronite Church in Mount Lebanon to pay for a ticket to Rome to study at the Accademia di San Luca under artist Roberto Bompiani.

In 1878, Corm chose to settle in Beirut. Then part of the Ottoman Empire, the city had undergone radical transformations over the previous decade as it emerged as a commercial, political, and cultural hub in the region. In addition to a population surge following the 1860 civil war in Mount Lebanon, Beirut had grown substantially due to a number of infrastructural projects jointly sponsored by the Ottoman and European governments. In turn, throughout the nineteenth century, a host of families had migrated to Beirut from Aleppo, Damascus, Tripoli, Acre, Sidon and Mount Lebanon to join a growing community of Damascene merchant families. It was from this newly emerging upwardly mobile urban class of merchants, intellectuals, and politicians—known historically as members of al-nahda—that Corm would cultivate a patron base.

Working mainly in oil on canvas, along with pastel on paper, Corm depicted Beirut's elite in his signature style: a pared down, formal, three-quarter length portrait against a dark background with an attention to the individual's social and professional standing. In many ways, Corm's work drew on conventions for portraiture previously established both in oil painting and photography, a medium popular among elite at the time. Perhaps Corm's two most recognized portraits are those of Bustros al-Bustani (1894) and Pope Pius IX (early 1870s), which served as Corm's calling card.

Corm's patrons were not limited to Beirut and Mount Lebanon. Before establishing his atelier in Beirut, Corm spent a period of time in Belgium after being commissioned by Leopold II to paint portraits of the Royal Family of Belgium. In 1887, he traveled to Alexandria to capture with his brush the leading governors there as well as members of the nobility. In 1894, the Khedive Abbas II invited Corm again to Egypt to paint the ruler's portrait.

In addition to his portraits, Corm created a substantial body of religious works, the majority of which were commissioned by the Maronite Church and many of which remain in churches throughout Mount Lebanon. In fact, before Corm, oil painting was limited to clerics in the church, many of whom had been trained by Italian missionaries and clerics at the Maronite College of Rome, established in 1584 to strengthen ties between the Vatican and the region's Christian communities.

These cleric-painters, as they have come to be known, include Musa Dib (d.1826), who studied at the Maronite College of Rome, and his nephew Kan'an Dib (d. 1873), who along with Corm trained with Constantin Giusti, an Italian painter who had come to Mount Lebanon with the Jesuit missionaries in 1831. Thus, although Corm's academic style may have been outdated in Europe, his historical significance lies in his ability to forge a local market for oil portraits, previously reserved for religious figures. Moreover, the presence of still life, landscapes, and genre scenes within his oeuvre suggests an on spec market for works on canvas and paper.

In 1912, Corm expanded his artistic enterprise and its public appeal when he opened Maison d'Art, an art supply store centrally located near Beirut's post office. The store's commercial success indicated a growing public interest not only in art viewing but also in art making.

Corm exhibited his work abroad in Egypt and Europe, most notably at the 1889 Versailles Exhibition in France and at the 1900 Paris Exhibition, where he received the Prize of Honor of Excellence.



5*

OMAR ONSI (LEBANESE, 1901-1969)

View of Hauran

oil on canvas, framed

executed in 1935

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

£20,000 - 40,000

US\$29,000 - 58,000

€26,000 - 51,000

Omar Onsi was a pioneer of modern painting in Lebanon and is considered Lebanon's most renowned landscape painter along with Mustapha Farroukh

Onsi was born in Beirut. After an attempt to study medicine, Onsi studied painting in Beirut with Khalil Saleeby.

From 1922 to 1927, he traveled to Transjordan, where he taught painting and English to the children of King Abdullah. The discovery of the desert and its colours during this stay had a major influence on his work.

In 1928, Onsi went to Paris to continue his training and stayed for 3 years, attending the Académie Julian and different workshops. During that period, Onsi focused on painting portraits, nudes, and Parisian scenery.

In 1933, he returned to Lebanon, bringing back a colorful impressionist palette and a French second wife. From then on, his work focused on the Lebanese landscape.

Hauran

Hauran gets its name from the Aramaic Hawran, meaning "cave land." In geographic and geomorphic terms, it extends from near Damascus and Mount Hermon in the north to the Ajloun mountains of Jordan in the south.

It includes the Golan Heights in the west and is bounded there by the Jordan Rift Valley; it also includes Jabal al-Druze in the east and is bounded there by more arid steppe and desert terrains. The Yarmouk River drains much of the Hauran to the west and is the largest tributary of the Jordan River.

The volcanic soils of Hauran make it one of the most fertile regions in Syria; it has traditionally been a home to Syria's Druze minority





6*

MOUSTAFA FARROUKH (LEBANON, 1901-1957)

View of Zaarour

oil on canvas, framed

executed in 1947

42 x 61cm (16 9/16 x 24in).

£16,000 - 20,000

US\$23,000 - 29,000

€21,000 - 26,000

Moustafa Farroukh's art is inextricably linked to the landscape and scenery of his native Lebanon. As an artist who studied in the Accademia di Belle Arti in Rome, and an academic whose intellectual contribution to the development of Lebanese art was profound, Farroukh's paintings act as a synthesis of traditional Lebanese subject matter and a distinctly European composition.

He was formally trained in Rome and graduated in 1927 from Rome's Royal College of Fine Arts. He proceeded to Paris and continued further studies under the guidance of Paul Émile Chabas, the president of the Society of French Artists and many other French artists.

Over his prosperous career, he exhibited in venues from Paris, Venice, New York and Beirut. In his Studio in Beirut, he established a permanent exhibition of his artwork in 1932.

Farroukh's stylistic influence clearly hark to the naturalistic and early impressionist movements of the nineteenth century, yet his landscapes are ultimately defined by their devotion to the Lebanese sensibility. His warm rural depictions and use of gentle, unimposing scenery depict a calm and charming Lebanon. The use of fluid and elegant cloudscape lend a sense of character and life to his scenes.

Farroukh's role as an academic and intellectual contributor to the artistic fields in Lebanon is also highly noteworthy. To spread the knowledge of Fine Arts in Lebanon he started teaching at the American University of Beirut, and lectured at the Cenacle Libanais. As a result of his achievements Farroukh received First Prize of the President of the Republic for the year 1955, the Lebanese Order of Merit, and the Order of the Cedar.



7*

BORIS NOVIKOFF (RUSSIA, 1888-1966)

View of Bikfaya
oil on canvas, framed
signed (lower left), executed circa 1950's
40 x 60cm (15 3/4 x 23 5/8in).

£8,000 - 10,000

US\$12,000 - 15,000

€10,000 - 13,000

Provenance:

Commissioned from the artist by G.Chikhani, circa 1950's
Thence by descent to the present owner

"Nature is my only master" - Boris Novikoff

Born in Tiflis in 1888 in the Caucasus, Boris Novicoff attended painting classes at the Leningrad Fine Arts Academy while at the same time pursuing his career as an engineer and naval officer.

*"Nature is my
only master"*

- Boris Novikoff

After fleeing the Russian Revolution, he sought refuge in Lebanon where he became naturalized and was appointed municipal engineer for Beirut, and all this without abandoning his artistic activities. In 1916, his drawings were published in "L'illustration". Later, he organized various exhibitions in Lebanon and abroad. In 1963, he was decorated by the Lebanese Government with the Ordre National du Cèdre for services rendered to the arts.

Impressed by the picturesque charms of the Lebanon of yesteryear, he gives a nostalgic recreation of the picturesque mountain villages characteristic of Beirut and its surroundings



8*

KHALIL ZGHEIB (LEBANON, 1911-1975)

Floral Composition

oil on board, framed

signed (lower left), executed in 1964

47 x 27cm (18 1/2 x 10 5/8in).

£5,000 - 7,000

US\$7,300 - 10,000

€6,400 - 9,000

Khalil Zgaib was born in Dbayeh, on the outskirts of Beirut. A barber by trade, he was totally self-taught and started painting in 1954. In 1955, he held an individual exhibition at AUB. He participated in the Salons of the Sursock Museum, Beirut (1961, 1963, 1965, 1966, 1967, 1968, 1974); in a group exhibition at Galleria La Barcaccia, Rome (1962) and at Delta Gallery, Beirut. In 1956, he won a prize from the Ministry of National Education in Beirut and in 1968, he was awarded the Sursock Museum's First Prize for Painting.

The artist was shot by a sniper at his house during the war in Beirut. In 1982, the Sursock Museum paid tribute to Zgaib along with other artists who had died since 1975.



g*

BIBI ZOGBE (LEBANON, 1890-1973)

Flores de mi Jardín

oil on masonite, framed

executed in 1956

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

£7,000 - 10,000

US\$10,000 - 15,000

€9,000 - 13,000

Born in the Lebanese seaside village of Sahel Alma, Labibé Zogbé, known as Bibi emigrated to Argentina at the age of sixteen. Her professional artistic career began in the 1930's with a number of exhibitions in Buenos Aires and Rio de Janeiro, in Chile and Uruguay, in Paris and elsewhere.

At the end of the Second World War, she lived in Paris and Dakar and from there she went to Lebanon in 1947. Her long-awaited dream of returning to Lebanon came true and she was soon recognized as a successful and talented artist worthy of mention in the Bénézit.

In that year, she held a one-woman show at the Cénacle Libanais. It was from her first exhibition that Bibi Zogbé earned the title of «El Peintora des Flores» - The Painter of Flowers.



10*

SALIBA DOUAIHY (LEBANON, 1915-1994)

Portrait of a Lady
oil on board, framed
signed "Douaihy" (lower right)
50 x 39cm (19 11/16 x 15 3/8in).

£20,000 - 25,000

US\$29,000 - 36,000

€26,000 - 32,000

Born in Ehden in North of Lebanon, Saliba Douaihy began studying art in Habib Srour's studio in Beirut where he worked for four years. He was awarded a grant by the Lebanese government which enabled him to study at the Ecole Nationale Supérieure des Arts Décoratifs in Paris from 1932 until 1936. He then went to Rome and then back to Lebanon where he spent four years decorating the walls and ceilings of the church of Diman. In 1950 he traveled to the USA and he remained there until 1975.

Douaihy participated in many exhibitions including the Salon des Artistes Français, Paris (1934); the New York World Fair; the Guggenheim Museum; the Salons des Réalités Nouvelles, Paris; the Pennsylvania Academy of Fine Arts and University Art Gallery, New York.

Saliba Douaihy won many prizes and awards. They include the Lebanese National Order of the Cedar (1956), the Philadelphia Academy of Fine Arts Award (1968) and the Medaglia d'Oro of the Accademia d'Italia dello Arte e del Lavoro (1980).

11*

MOUSTAFA FARROUKH (LEBANON, 1901-1957)

Portrait of a Druze Lady

oil on canvas, framed

signed and dated (lower left), executed in 1950

34 x 50cm (13 3/8 x 19 11/16in).

£12,000 - 15,000

US\$17,000 - 22,000

€15,000 - 19,000



12*

HABIB SROUR (LEBANON, 1863-1938)

Portrait of a Bedouin Girl

oil on canvas, framed

oil on canvas, signed lower left

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

£8,000 - 12,000

US\$12,000 - 17,000

€10,000 - 15,000

Habib Srour was only ten years old when his parents moved to Rome. He studied there at the Institute of Fine Arts. In 1890 he finally returned to Beirut after a long stay in Egypt. He taught art at the Imperial Ottoman School of Bashoura and in his own studio which was located in the grounds of Alfred Sursock's house in Beirut.

Srour was much in demand as a portrait painter of important Lebanese and Arab personalities of the day, religious, social or political figures in the Ottoman Empire.



13*

CESAR GEMAYEL (LEBANON, 1898-1958)

Nude in Repose

oil on canvas, framed

signed (lower left), executed circa 1940's

46 x 64cm (18 1/8 x 25 3/16in).

£25,000 - 50,000

US\$36,000 - 73,000

€32,000 - 64,000

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

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

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

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

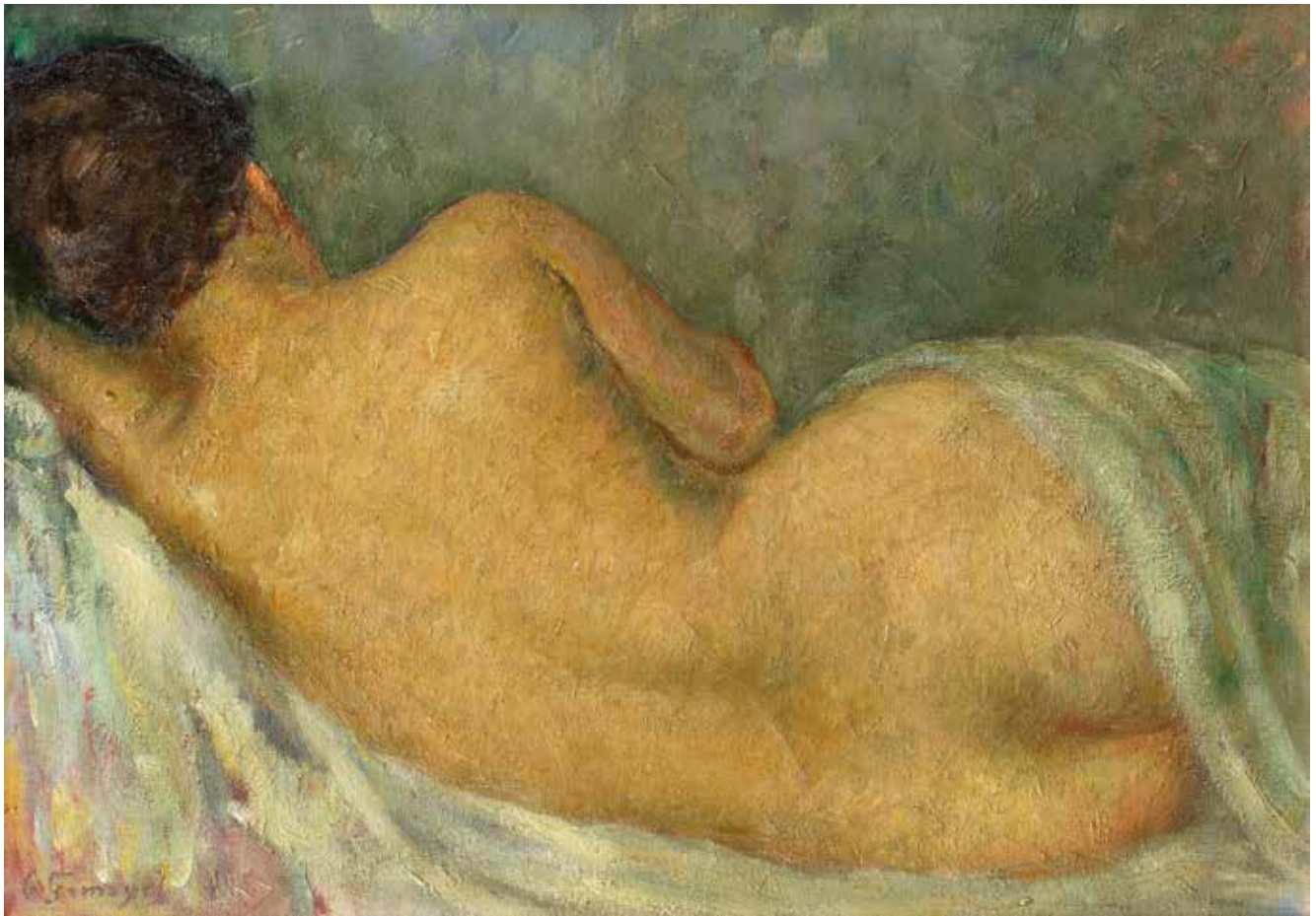
The early influence of Khalil Saleeby on Gemayel is evident throughout the younger artist's body of work—from his choice of subject matter to the light colors of his palette and visible, loose brushstroke. Himself a student of both the American Impressionist John Singer Sargent (1856 - 1925) and Renoir,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

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

Gemayel's figural work is accompanied by a substantial body of landscapes and still life that document the artist's creativity and technical versatility. Painting in various degrees of abstraction, Gemayel captured the horizons, agriculture, and architecture of Lebanon, during a moment when its landscape emerged as an integral component in visualizing an emergent nation-state. Equally modernist in their abstraction are Gemayel's still life paintings. In particular, there is a series of vases overflowing with vibrant flowers set against a background built up through layered brushstrokes.

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

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





14*

MICHELE BASBOUS (LEBANON, 1921-1981)

Untitled (Nude)

ink on paper, framed

executed in 1957

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

£6,000 - 10,000

US\$8,700 - 15,000

€7,700 - 13,000



15*

GEORGES HANNA SABBAGH (EGYPT, 1877-1951)

Reclining Nude

oil on board, framed

signed and dated 1932

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

£7,000 - 12,000

US\$10,000 - 17,000

€9,000 - 15,000



16*

MOUSTAFA FARROUKH (LEBANON, 1901-1957)

Au Crepuscule

oil on canvas, framed

signed (lower left), executed in 1930

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

£14,000 - 18,000

US\$20,000 - 26,000

€18,000 - 23,000

Provenance:

Property from a private collection, Beirut

Acquired directly by the above from the Estate of the Artist

Notes:

The original version of this painting is in the permanent collection of the Musée D'Orsay: Paul Chabas, *Au Crepuscule*, vers 1905, Numéro d'inventaire: LUX 680

This rare and intriguing nude by Moustafa Farroukh is the artists reproduction of a famous painting by the same name. The original "Au Crepuscule" was painted by renowned late 19th century french artist Paul Chabas, who was Farroukh's tutor and mentor during the artists stay in Paris in the 1930's

The work depicts a nude girl or young woman standing in the shallow water of a lake, prominently lit by the moonlight. She is leaning slightly forward in an ambiguous posture, which can either be read as straightforward portrayal of the protecting her modesty, or can be interpreted more sexually, as an eroticisation of her innocence.

Female nudes were the dominant subject of painting in French Salons at the end of the 19th century. Female models had become more common than male ones beginning in the early 19th century, first serving allegorical roles or as muses, but eventually becoming models in their own right. In academic art, such as that of Chabas, the models were not portrayed as they were, but as idealized nudes, based on classical ideals.



17*

GEORGES HANNA SABBAGH (EGYPT, 1877-1951)

Seascape

oil on canvas, framed

signed and dated "1931"

56 x 120cm (22 1/16 x 47 1/4in).

£14,000 - 18,000

US\$20,000 - 26,000

€18,000 - 23,000

Georges Hanna Sabbagh was an artist of Lebanese origin born in Alexandria in 1887, he is largely considered one of the most prolific and productive artists in the Arab world.

He studied art in Paris, being the first Egyptian at the Louvre School. He was a pupil of Paul Sérusier, Félix Vallotton and the Symbolist painter Maurice Denis. It can be said that he was attached to the artists of the Paris School - he worked beside Amedeo Modigliani

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

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

"Nothing is important save the spiritual state that enables one to subjectify one's thoughts to a sensation and to think only of the sensation, all the while searching to express it."

- Edouard Vuillard

18* WT

FARID AOUAD (LEBANON, 1924-1982)

Opera Garnier Paris
oil on canvas, framed
executed in 1965
130 x 160cm (51 3/16 x 63in).

£40,000 - 60,000

US\$58,000 - 87,000

€51,000 - 77,000

"Nothing is important save the spiritual state that enables one to subjectify one's thoughts to a sensation and to think only of the sensation, all the while searching to express it."

Edouard Vuillard

Published:

Nour Salame Abilama and Marie Tomb, *Art From Lebanon*, Beirut, 2012

Exhibited:

Beirut Exhibition Center, *Art from Lebanon*, 2012

The present work is one of the largest and most visually impressive paintings ever produced by Farid Aouad. Depicting the grand Opera Garnier in Paris, "L'Opera" is one of the most superlative examples of Aouad's recurring theme; an expressionist depiction of the exuberant Paris social scene reconciled with the notion of man as fundamentally isolated being.

Farid Aouad was born at Al Maydan in the south of Lebanon in 1924. He studied at ALBA (Lebanese Fine Arts Academy) from 1943 until 1947. He then went to Paris where he spent one year at the Ecole Nationale Supérieure des Beaux-Arts and, from 1948 until 1951, he worked in the studios of Othon Friesz and André Lhote.

After a brief return to Lebanon, in 1959, Aouad permanently settled permanently in Paris. Drifting into poverty and often in ill-health, Aouad's artistic production reflected the sense of torment, seclusion and hardship that characterised his day to day life. Whilst depicting populated and vivacious settings like Café's, and public spaces, Aouad's opaque figures, whilst crowded, do not express a sense of togetherness. A sense of palpable existential angst runs through his characters, who obscure and often faceless, seem to barely cling to existence.

The contrast achieved between his often buoyant colouring and morose subject matter is masterful, offsetting the playfulness of his palette with pallid tones, and a sallow, impressionistic, anatomical articulation. In Aouad, we are ultimately confronted with an artist who has a deep visual appreciation and connection with the vibrant, pulsating energy of the Parisian urban landscape, but whose own personal circumstances and emotional turmoil heavily colouring the artistic synthesis of this connection.

Aouad's present composition is very much akin to the works of the post-Impressionists, characterised by an exaggeration of impressionistic composition, a surge in expressionistic interpretations of compositions including distortion of form for expressive effect, and use unnatural or arbitrary colours.

The present work follows in the footsteps of many artists who depicted dramatic and theatrical scenes such as Pierre Bonnard, Edouard Vuillard and Toulouse-Lautrec. Where Aouad departs from the orthodoxy is his shift of focus towards the audience and away from the performance aspect of the subject matter, emphasizing his distinctly existential agenda.

In 1982, the year of his death, Aouad was paid a special tribute by the Sursok Museum, a belated recognition of the artists incredible contribution to the Art of Lebanon.



"The most difficult part for people to accept is that painting is not a reflection on an object, but something which has been lived, a making. We are involved on the first day that we traced a line and laid down a colour on a surface, and the painter's questioning revolves around these facts. It is from there, that the vanity of believing in a random intervention in the artist's sphere of theories suggested by the outside world, comes from."

- Shafic Abboud

19*

SHAFIC ABBOUD (LEBANON, 1926-2004)

Cela fait quarante jours (Portrait of Christine Abboud)

oil on canvas, framed

signed and dated, inscribed "a ne pas vendre" (on the verso), executed in 1964

73 x 93cm (28 3/4 x 36 5/8in).

£35,000 - 50,000

US\$51,000 - 73,000

€45,000 - 64,000

Provenance:

Property from a private collection, Beirut

Published:

Monograph, *Shafic Abboud*, Claude Lemand, Paris, 2006

"The most difficult part for people to accept is that painting is not a reflection on an object, but something which has been lived, a making. We are involved on the first day that we traced a line and laid down a colour on a surface, and the painter's questioning revolves around these facts. It is from there, that the vanity of believing in a random intervention in the artist's sphere of theories suggested by the outside world, comes from." - Shafic Abboud

Shafic Abboud is widely recognized as one of the most important and innovative artists of Lebanese modernism, and in "Cela Fait Quarante Jour" we are proud to present one of the rarest examples of the artist's oeuvre; depicting the artists beloved daughter Christine, and painted during a period of personal turmoil in which the artist had just broken through a creative impasse, this is one of the few examples of near-figurative depiction in Abboud's main body of work

The present work is well documented and comes from a fascinating period in Abboud's career; in September 1964 Abboud returned to return to Lebanon in order to prepare for a major exhibition at Beirut's Centre d'Art Contemporain the following January. Having arrived in Beirut Abboud experiences an extended period of creative anxiety and is unable to paint for the first month of his stay, this period of time is the so called "quadrant Jours" that the title of the work alludes to.

The principal tension Abboud suffered from during this period was his urge to compose works in a more figurative style and to temper the abstraction which he was so renowned for. Unable to make a definitive aesthetic commitment Abboud suspends the decision to paint until deciding to execute the present work, a semi-figurative depiction of his daughter Christine playing with a doll near the window of their house in Achrafieh.

The work majestically exhibits the conflict and tension between the abstract and figurative creative urges Abboud was subject to. Interestingly, this was to be one of his only forays into figurative representation and thus stands a unique and original example within his body of work.

Born in 1926 in Bikfaya, Lebanon, Chafic Abboud attended the Lebanese Academy of Fine Arts. In 1947, the artist moved to Paris where he worked in a variety of studios for artists such as, Fernand Léger and André Lhote. In Paris, Abboud was inspired by the work of the Nabis painter Pierre Bonnard and became interested in the different techniques of abstract art pursued by Roger Bissière and Nicolas de Staël who both had a major impact on the development of his own style.

Abboud is well known for his balanced composition and use of complementary colors as well as incorporating his memories from childhood and the landscape of Mount Lebanon into his work. In 1959, Abboud was included in the first Biennale in Paris and was awarded the Prix Victor Choquet in 1961. His work can be found in the permanent collection of Centre Georges Pompidou in Paris where Abboud lived and worked until his death in 2004.

Abboud once commented that "I only stop when both colour and light match. I cannot escape from colour, it is my fate and nature - my eyes must have been dazzled for ever. The impact between two colours creates light, but whether it be true or false, this "theory" does make me paint".



"My soul is from elsewhere, I'm sure of that, and I intend to end up there"

– Rumi

20*

AREF AL RAYYES (LEBANON, 1928-2005)

Abstract Composition

oil on canvas, framed

executed in 1965

120 x 90cm (47 1/4 x 35 7/16in).

£20,000 - 30,000

US\$29,000 - 44,000

€26,000 - 39,000

The present work is a standout abstract composition from one of Lebanon's most artistically erudite and aesthetically original modern artists.

Born in Aley, Mount Lebanon in 1928, Aref Rayess started his career as a self-taught artist. He lived in Africa for many years during which he travelled between Senegal and Paris. In Paris, he joined the studios of Fernand Léger, André Lhote, Marcelle Marso and Ossip Zadkine while studying at the Académie de la Grande Chaumière.

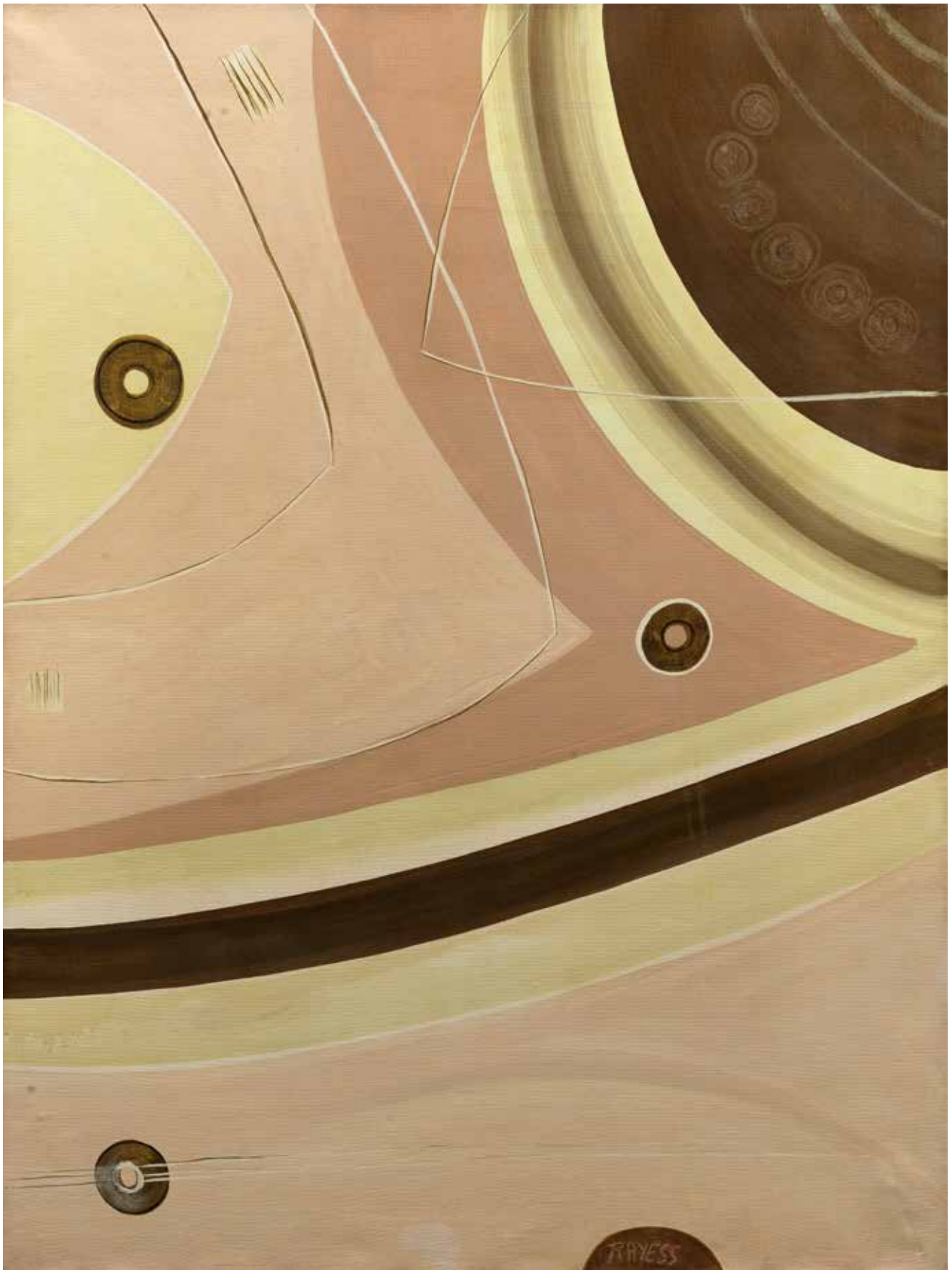
In 1957, he returned to Lebanon, but left again for Florence in 1959 with a scholarship from the Italian government. From 1960 to 1963, he lived in Rome where he went on studying and exhibiting. In 1963, he returned to Lebanon.

Such is the diversity and variation of Rayess output, it is impossible to attach his oeuvre to any given movement or artistic style. A complete and consummate artist, Rayess refused to be bounded by the strictures of artistic classification, instead choosing to experiment, innovate, and pursue his artistic agenda with total freedom.

Deeply devoted to the Druze faith, a syncretic, philosophical religion which emphasizes spiritual knowledge and the oneness of man and the universe above dogma, Rayess work is imbued with a sense of spiritual freedom and mysticism. In abstraction, the artist blurs the boundaries of landscape, shape and geometry, and the present work is a stunning example of the period in which he was manipulating abstract and geometric morphology.

Rayess participated in many group shows including the biennales of Sao Paulo (1960) and Bagdad (1974); the Unesco exhibition in Montreal (1978); the Mall Galleries, London (1986) and the Salons of the Sursock Museum, Beirut (1961, 1962, 1963, 1965, 1966, 1968). Aref Rayess won several awards in Lebanon, these include: the Lebanese Ministry of National Education Award for the 1955 spring exhibition, the Unesco Prize for the Spring Salon of 1957, the Ministry of Public Works First and Second Prize for Sculpture (1963), the Sursock Museum Grand Prix de Sculpture (1965-66) for different works exhibited and their First Prize for Sculpture (1966-67) as well as the Ministry of Tourism First and Second Prizes (1966).

President of the Lebanese association of painters and sculptors, Rayess taught for many years at the Lebanese University and the American Lebanese University. The Artist has passed away in January 2005.



21*

HELEN KHAL (LEBANON, 1923-2009)

Abstract Composition
oil on canvas, framed
signed and dated 1969 on the verso
50 x 40cm (19 11/16 x 15 3/4in).

£4,000 - 6,000

US\$5,800 - 8,700

€5,100 - 7,700



22*

HELEN KHAL (LEBANON, 1923-2009)

Untitled (Circular Composition)
oil on canvas, framed
executed circa 1960's
50 x 50cm (19 11/16 x 19 11/16in).

£5,000 - 7,000

US\$7,300 - 10,000

€6,400 - 9,000



23

MICHELE BASBOUS (LEBANON, 1921-1981)

Untitled

bronze

signed "M.BASBOUS 62" (bottom left), executed in 1962

63 x 32cm (24 13/16 x 12 5/8in).

£4,000 - 6,000

US\$5,800 - 8,700

€5,100 - 7,700



24*

ALFRED BASBOUS (LEBANON, 1924-2006)

The Lovers

wooden sculpture

executed in 1998

130 x 20cm (51 3/16 x 7 7/8in).

£6,000 - 10,000

US\$8,700 - 15,000

€7,700 - 13,000



25*

SALOUA RAOUDA CHOUCAIR (LEBANESE, BORN 1916)

Dual

bronze sculpture in two interlocking parts

executed circa 1978

Height: 15 cm

£10,000 - 15,000

US\$15,000 - 22,000

€13,000 - 19,000

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

- Saloua Choucair

Notes:

For a version of the present piece in different colours, please see Jessica Morgan, *Saloua Raouda Choucair*, Tate Publishing, 2013, p.106

Choucair's long, varied and wide-ranging career has seen the Beirut-born artist experiment with a vast array of materials, forms and ideas. Blending ideas and approaches that draw on her twin guiding influences of Sufi Islam, and Modernist sculpture of the mid 20th century, Choucair's work emerges into being, complete with dynamic energy and poetic physicality.

Formed of negative spaces encapsulated and neatly balanced with brisk, idiosyncratic form, 'Trajectory of a Line' hints at her architectural approach to sculpture, whilst in choosing bronze, Choucair continued her ongoing investigations into diverse material possibilities. Around the time this work was made in the 1950s, Choucair was revelling in discovering the possibilities offered by numerous textures and substances – from wood to thread, steel to glass. Her seductive rhythmic curves and vertiginous forms wind playfully skywards, reaching into the sublime.

In a practice that covers over five decades of painting and drawing, architecture, textiles and jewellery, as well as sculpture, Choucair's polymath approach to realizing her art draws deeply on scientific, architectural, spiritual and mathematical disciplines. A groundbreaking icon of Arab art, she also blazed a trail for female artists during an era in which this was a notable exception, without losing sight of her foremost identity as an ever-questing and truly exceptional artist.





26

PAUL GUIRAGOSSIAN (LEBANON, 1927-1993)

Marche

oil on canvas, framed

signed "Paul.G" in English (lower right), signed, titled and dated "1977"
on the verso

33 x 55cm (13 x 21 5/8in).

£12,000 - 15,000

US\$17,000 - 22,000

€15,000 - 19,000



27*

ELIE KANAAN (LEBANON, 1926-2009)

The Harvest

oil on canvas, framed

executed circa 1960's

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

£12,000 - 18,000

US\$17,000 - 26,000

€15,000 - 23,000

"Elie Kanaan's brush stroke begins with the nebulous and heads towards the definite: it is in this thrilling suspense where everything remains suggested, possible, and unrealized. The artist shares with us this intermediate state where every colour and every shape is rich in its creative significance"

- Alain Bosquet

28*

ELIE KANAAN (LEBANON, 1926-2009)

Le Printemps

oil on canvas, framed

executed circa 1980's

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

£25,000 - 35,000

US\$36,000 - 51,000

€32,000 - 45,000

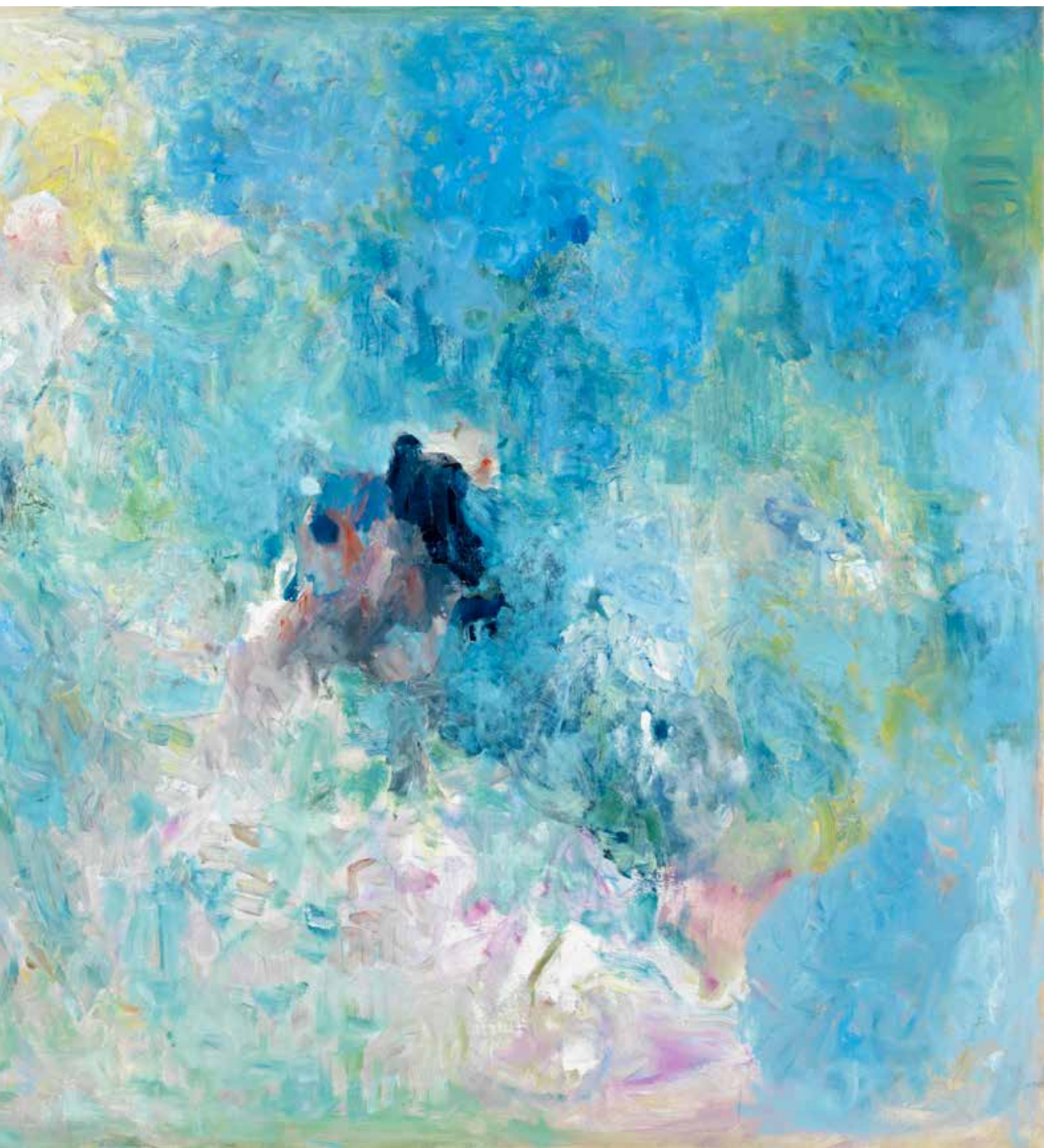
Elie Kanaan was born in Beirut in 1926. He studied at the Academie de la Grande Chaumière in Paris. He visited Italy before returning to Lebanon where he began to exhibit in 1950 and has continued since then with regular yearly exhibitions both in Lebanon and abroad.

He has won a number of awards, notably the First Prize for oil-painting offered by the Sursock Museum in 1965. Between 1963 and 1974, he taught drawing and painting at the collège Notre-Dame de Jarnhour and at the Lebanese University and at ALBA.

29

No lot







30
AMIN EL-BACHA (LEBANESE, BORN 1932)
 Landscape
 oil on canvas
 executed in 2001
 70 x 70cm (27 9/16 x 27 9/16in).

£5,000 - 8,000
 US\$7,300 - 12,000
 €6,400 - 10,000



31

ETEL ADNAN (LEBANON, BORN 1925)

The Mountain
mixed media on paper, framed
executed in 2014
55 x 75cm (21 5/8 x 29 1/2in).

£6,000 - 10,000

US\$8,700 - 15,000

€7,700 - 13,000

"The environment was my life, maybe because I was an only child. I didn't have brothers and sisters to play with, so the light coming in through the window was a great event for me. I played with that instead of playing with other children. It was my companion. Beirut is a very sunny city and there were very few cars when I grew up. That was a blessing, because there were people in the street. I remember trying to walk on my shadow. Shadows and light were two strong entities. In Spain or southern France or Italy shadows are very strong and beautiful—the patterns are very clear. Light is an extraordinary element. It's a being on its own, it's something you look at, and that also you inhabit."

- Etel Adnan

32

ETEL ADNAN (LEBANON, BORN 1925)

Abstract Landscape
oil on canvas, framed
executed in 2015
20 x 30cm (7 7/8 x 11 13/16in).

£12,000 - 15,000
US\$17,000 - 22,000
€15,000 - 19,000

Etel Adnan was born in 1925 and raised in Beirut, Lebanon. Her mother was a Greek from Smyrna, her father, a high ranking Ottoman officer born in Damascus. In Lebanon, she was educated in French schools.

She studied philosophy at the Sorbonne, Paris. In January 1955 she went to the United States to pursue post-graduate studies in philosophy at U.C. Berkeley, and Harvard. From 1958 to 1972, she taught philosophy at Dominican College of San Rafael, California.

Based on her feelings of connection to, and solidarity with the Algerian war of independence, she began to resist the political implications of writing in French and shifted the focus of her creative expression to visual art. She became a painter. But it was with her participation in the poets' movement against the war in Vietnam that she began to write poems and became, in her words, "an American poet".

In 1972, she moved back to Beirut and worked as cultural editor for two daily newspapers—first for Al Safa, then for L'Orient le Jour. She stayed in Lebanon until 1976.

In 1977, her novel *Sitt Marie-Rose* was published in Paris, and won the "France-Pays Arabes" award. This novel has been translated into more than 10 languages, and was to have an immense influence, becoming a classic of War Literature. In 1977, Adnan re-established herself in California, making Sausalito her home, with frequent stays in Paris

In 2014 a collection of Adnan's paintings and tapestries were exhibited as a part of the Whitney Biennial at the Whitney Museum of American Art. Furthermore, Etel Adnan staged an important retrospective at Mathaf: the Arab Museum of Modern Art in Doha, titled "Etel Adnan In All Her Dimensions" , curated by Hans Ulrich Obrist,

Technically terse and tonally crisp, Adnan "places her canvases flat, laid out on a table, and using a palette knife applies the paint in firm swipes across the picture's surface."

Etel's use of the palette knife allows her to work swiftly and decisively; as soon as the colour is laid onto the canvas that is a definitive choice. Her practice is one of intuition, revealing her exceptional gift as a colourist.



HUGUETTE CALAND (LEBANON, BORN 1931)

Bribes de L'ete 1943-2
 mixed media on canvas, framed
 executed in 2010
 60 x 35cm (23 5/8 x 13 3/4in).

£6,000 - 10,000
 US\$8,700 - 15,000
 €7,700 - 13,000

Exhibited:

Beirut, Galerie Janine Rubeiz, "Huguette Caland", 2011

Please note this work is accompanied by a certificate of Authenticity issued by Galerie Janine Rubeiz

Huguette Caland was born in Beirut, Lebanon in 1931 at a time of great political and national upheaval. Her father, Bechara El Khoury, was post-independence's first president. In the 1960s and early 1970s, Caland herself, while married at a young age was independent and free thinking, starting an NGO, Inaash, dedicated to the Palestinian population that had migrated to the country.

During her formative years in Beirut, Caland was surrounded by the rich artistic surroundings of her family home which had a deep influence on her work. "It happens on an unconscious level because one is suffused with it," she says.

Her interest in painting began at age 16 under the tutelage of Italian artist Fernando Manetti. When her father died in 1964, Caland enrolled to study art at the American University of Beirut, eventually leaving her husband and children behind to live a bohemian life in Paris in 1970, where she had a lasting affair with the Romanian sculptor, George Apostu.

"Our house in Lebanon was full of rugs, and when I see my work, it is all about fabrics, and tapestries, and textiles... why did it come so violently and with no premeditation? I really can't answer that but I am enjoying it very much"

- Huguette Caland

It was during studies in AUB that she began the first prototypes for her embroidered, hand-painted gowns — the kaftans that have become her signature style. Her paintings, reminiscent of the dense, multi-layered and rich patterning of middle eastern textiles, are spontaneously rendered, effuse and replete with personal expressive symbolism.

Elements of many compositions are erotic or humorous with the tic-tac-toe grid being a favourite motif. Her unique style was not missed by the keen eye of Pierre Cardin, who spotted her in his salon in Paris in the 1970s soon after she moved there. He engaged her to design a line of 102 elegant caftans. It was an 11-month project and the only time she ever "had a job."

Huguette moved permanently to California in 1988 where she presently lives and works. Caland continues to work industriously, finally enjoying worldwide recognition after all these years – with a major retrospective at the Beirut Exhibition Centre, a presence at New Orleans' Biennial Prospect 3 and curatorial requests from major institutions such as the Centre George Pompidou, the Bibliothèque Nationale and the San Diego Museum of Art, which all hold her works in their collections



"Beirut is the Elizabeth Taylor of cities: insane, beautiful, falling apart, aging, and forever drama laden."

- Rabih Alameddine

34* WT

AYMAN BAALBAKI (LEBANON, BORN 1975)

Beirut City Centre (The Egg)

mixed media on canvas, framed

executed in 2015

250 x 200cm (98 7/16 x 78 3/4in).

£60,000 - 100,000

US\$87,000 - 150,000

€77,000 - 130,000

Provenance:

Property from a private collection, Beirut

The present lot is a superlative example of Ayman Baalbaki's inimitable monumental representations of Beirut architecture, depicting the iconic "Beirut City Centre Egg", an avant-garde symbol of Beirut's stunted cultural vitality.

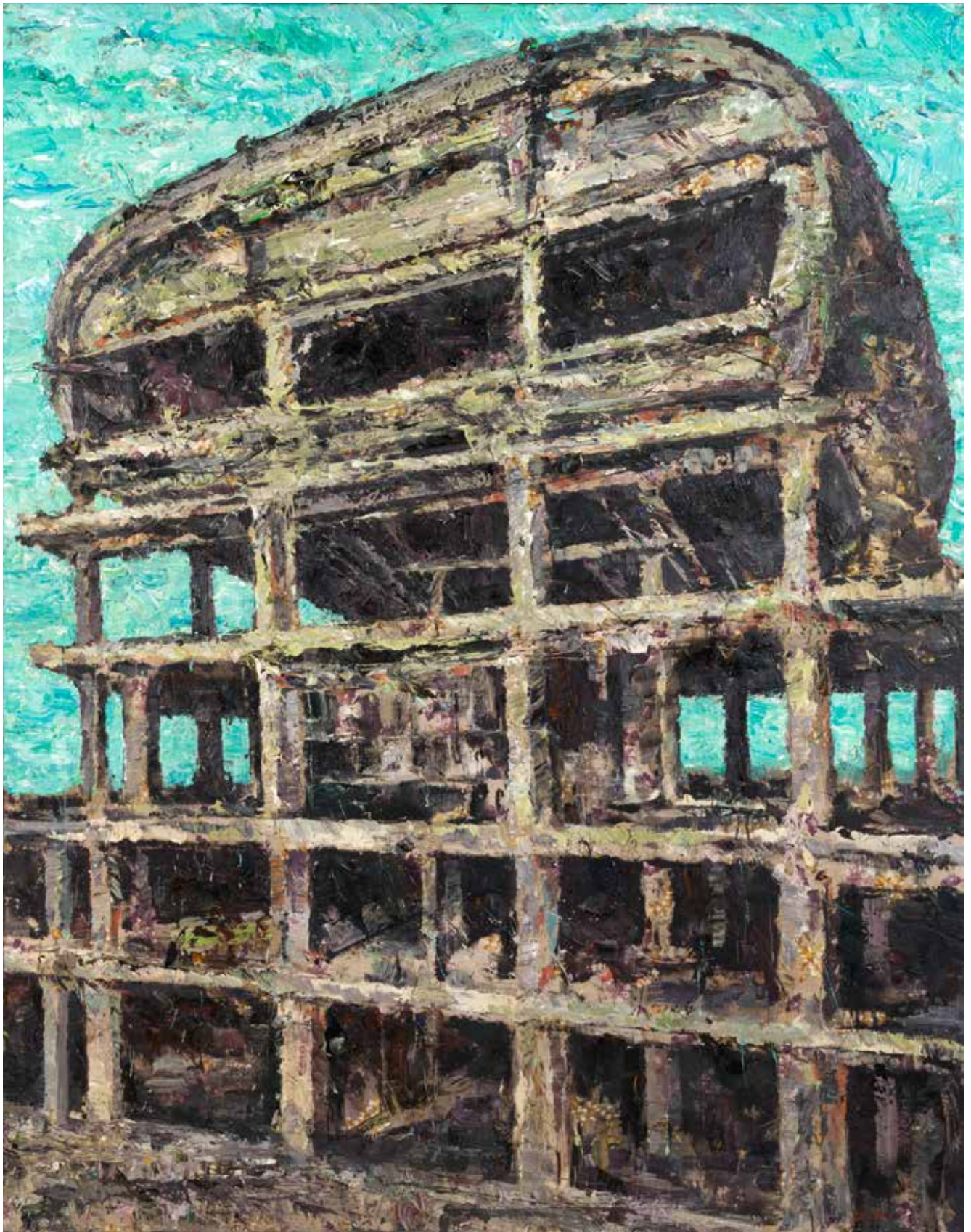
Baalbaki's depictions of war-torn Beirut are a visceral, aesthetically overpowering testament to the destructive power of conflict, a destruction whose genesis, whilst physical, infiltrates, scars and distorts the collective consciousness of its sufferers.

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. The sceptre of war would loom over Baalbaki's head throughout his life, with his home in Haret Hreik being obliterated during the Israeli attacks of 2006.

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.

The Egg

The Egg itself was commissioned as part of a ground-breaking cluster of modernist buildings in 1965, designed by the Lebanese architect Joseph Philippe Karam (1923-1976). The whole set was thought to be the 'Beirut City Center', a multi-use complex, which concentrated mainly on the hybridization of two programs: spaces for leisure activities (shopping mall, cinema) mixed with office spaces.

When the civil war started in 1975 the construction of the 'Beirut City Center' was still unfinished. Only the Egg and one of the two proposed towers had been constructed. During several periods of war in-between 1975 up to 2006 the development surrounding the Egg was destroyed and The Egg together with a large void for underground parking survived as the only remnants of Karam's original plan for the 'Beirut City Centre'. What remains is a phenomena at once paradoxical yet unique to Beirut, a "modernist ruin"

LOTS 34-50 TO BE SOLD IN BENEFIT OF THE BRITISH LEBANESE ASSOCIATION SCHOLARSHIP FUND*



The British Lebanese Association was established in 1984 as a UK-registered charity, in order to encourage friendship and understanding between the peoples of Great Britain and Lebanon, and to promote cultural and charitable activities uniting the two countries. Its founders and membership continue to embody the close friendships established when a number of Lebanese families chose to live in London during the war in Lebanon, which began in 1975 and lasted for some fifteen years. Many of those families remain closely involved, and the subsequent arrival of a new generation of Lebanese, many of them working in London's financial institutions, has ensured that the close links formed over the past forty years have taken on a new lease of life.

The BLA's scholarship programme, a major part of its work, supports Lebanese graduates seeking to pursue a Masters degree at a UK university. The scheme aims to help rebuild Lebanon, concentrating on public policy and capacity in areas such as education, health, energy and the environment, and to confirm Lebanon's position as having one of the most highly educated work forces in the region.

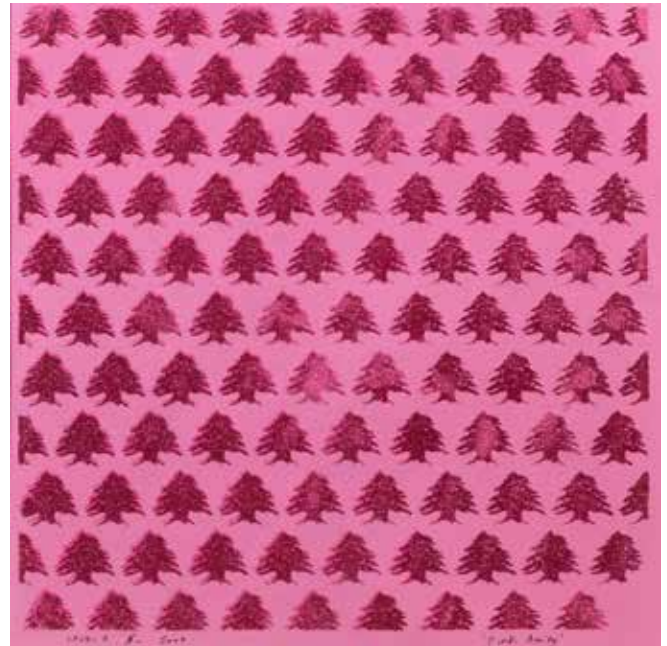
The scholarship programme has funded one hundred and thirty-five post-graduates so far, and in the current year we are supporting three scholars in partnership with the Said Foundation. We are hoping to increase the number to six in the academic year 2016-17.

The British Lebanese Association also supports charities in the Lebanon including: SOS Villages, Oum El Nour (rehabilitation and drug prevention), The Lebanese Red Cross, The Lebanese Autism Society and Arc-en-Ciel.

I take this opportunity of thanking Bonhams for their support, and of thanking all those who have so generously contributed funding in the past. We look forward to working together in the future.

James Watt
Chairman of the Scholarship Committee
British Lebanese Association

*50% Of the Hammer Price for the present work will be donated to the British Lebanese Associations Scholarship Fund



35

LAUDI ABILAMA (LEBANON, BORN 1986)

Pink and Gold Amity
mixed media with glitter on paper in two parts
executed in 2009
41 x 41 cm each

£1,000 - 2,000
US\$1,500 - 2,900
€1,300 - 2,600

Born in 1986 in Surrey, England, Laudi Abilama spent most of her life in the United Kingdom where she received her BA in Arts and Media from the University College of Creative Arts.

At the age of 20 she chose to move back to Lebanon, her home country, to be part of the rise of contemporary art in the region. Much of her work is based on portraits and iconic imagery; representing personalities and images that have at some point influenced or touched her.

She exhibits in Beirut, London and Dubai, and her work is acquired internationally. She has participated in many collective shows, namely the Sursock Museum's Salon d'Automne and at Sotheby's as part of their 'Shubbak' Festival in London.

Note:

50% Of the Hammer Price for the present work will be donated to the British Lebanese Associations Scholarship Fund

36

CHUCRALLAH FATTOUH (LEBANON, BORN 1956)

Devotion

oil on canvas, framed

2014

190 x 90cm (74 13/16 x 35 7/16in).

£2,000 - 3,000

US\$2,900 - 4,400

€2,600 - 3,900

Born in 1956 in the coastal town of Monsef, near Byblos, his art is influenced by the colors of the sea.

He sold his first works, four portraits of his mother, at the age of 12 to a French passerby. Fattouh joined the National Institute of the Lebanese University's Faculty of Fine Arts and received his degree in Fine Arts with honors in 1983. Ever since, he has been a prolific artist.

He has had numerous exhibitions in Lebanon and internationally. Fattouh's works are on permanent exhibition at his atelier in Monsef and regularly presented at the Autumn exhibition of the Sursok Museum in Beirut.

Note:

50% Of the Hammer Price for the present work will be donated to the British Lebanese Associations Scholarship Fund



37*

GEORGES ALBERT CYR (FRENCH, 1880-1964)

View of Zahle

gouache on paper, framed

signed and titled (lower left)

47 x 32cm (18 1/2 x 12 5/8in).

£2,500 - 3,500

US\$3,600 - 5,100

€3,200 - 4,500

Georges Albert Cyr was born in Montgeron (Seine et Oise), in France, in June 1881. The beginnings of his artistic career, circa 1910, were confirmed as a result of advice from the artist Jean-Baptiste-Armand Guillaumin, friend of Gauguin, Pissaro and Monet. His first one-man show was held at the Galerie Moderne in Rouen in 1922.

By 1924, Cyr was exhibiting at the Salon des Independants in Paris and in that year held one-man shows in le Havre, Rouen and Paris. In 1934, having suffered setbacks in his personal life he accepted the opportunity to move to Beirut, where he was assisted in finding accommodation by the French Embassy.

After his first few weeks in Beirut, he fell in love with the city and decided to settle in Ain El Mraisse. Cyr quickly made a circle of close friends, both Lebanese and French, particularly the Lebanese poet and playwright Georges Schehade in addition to A.Tabet, G.Bounoure, J.Chevrier, H.Seyrig and G.Naccache. His studio was thought of by many as an art school and it became the favourite meeting place of artists such as Chafic Abboud, Elie Kanaan, Omar Onsi, Farid Aouad, Cesar Gemayel, Michel Basbous and others



Note:

50% Of the Hammer Price for the present work will be donated to the British Lebanese Associations Scholarship Fund



38*

JANET HAGOPIAN (ARMENIAN, BORN 1967)
MOONLIGHT SONG

Moonlight Song
 oil on canvas
 executed in 2015
 120 x 95cm (47 1/4 x 37 3/8in).

£2,000 - 3,000
 US\$2,900 - 4,400
 €2,600 - 3,900

Janet Hagopian is an artist of Iranian-Armenian descent living and working in Beirut. A graduate of Yerevan state Institute of fine arts and theater, her works have been exhibited in Beirut, Armenia and in various international galleries.

Note:

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EMERGEAST/

39*

JANET HAGOPIAN (ARMENIAN, BORN 1967)

I Love You
 acrylic on canvas
 executed in 2015
 80 x 60cm (31 1/2 x 23 5/8in).

£1,500 - 2,500
 US\$2,200 - 3,600
 €1,900 - 3,200

The above works have been donated by
 EMERGEAST

EMERGEAST is an online art platform promoting artworks by emerging Middle Eastern artists. The online platform goes beyond the conventional gallery experience by supporting and propelling talented artists through the digital opportunities of our time.

Collectors are invited to connect with each artist's story and embark on a joint journey by investing in the artist's development. Launched in May 2014 with 15 artists, EMERGEAST represents more than 50 artists to date in their roster.

Note:

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40 WT

ZENA EL KHALIL (LEBANESE, BORN 1976)

Your Crown on my Breast

mixed media in plexiglass case

executed in 2008

168 x 70cm (66 1/8 x 27 9/16in).

£2,000 - 3,000

US\$2,900 - 4,400

€2,600 - 3,900

Exhibited:

London, Flawless Gallery, *Zena El Khalil: Mabe one day Beirut will love me back...*, 2008

Zena El Khalil was born in London in 1976. She spent her childhood in Nigeria and returned to England as a teenager. She graduated in graphic design from the American University of Beirut in Lebanon and obtained a Master in Fine Arts from the School of Visual Arts of New York in 2002. In 2006, she wrote a daily blog (beirutupdate.blogspot.com) during the thirty-three days of the Israeli invasion of Lebanon.

At the time, Zena reported there the impact it had on her and her friends and family. These "posts" were quickly quoted and published by medias such as CNN, BBC, the Guardian, Der Spiegel Online, the Nation and Counterpunch and Electronic Intifada.

Her work has been shown as part of group exhibitions in the United States, Europe, Africa, Australia as well as the Middle East and in solo shows in London, Munich and Beirut. In 2008 she published a biography entitled 'Beirut I Love You'. There, she primarily explored her relationship with the Lebanese capital where she currently lives and works.

Note:

50% Of the Hammer Price for the present work will be donated to the British Lebanese Associations Scholarship Fund



جمعية الصداقة البريطانية اللبنانية
THE BRITISH LEBANESE
ASSOCIATION



41

AMALE KHLAT (LEBANON, BORN 1974)

Scaphandrier (*explorer of an unfamiliar area*)

acrylic on paper

framed

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

£1,000 - 2,000

US\$1,500 - 2,900

€1,300 - 2,600

Note:

50% Of the Hammer Price for the present work will
be donated to the British Lebanese Associations
Scholarship Fund



42*

LENA KELEKIAN (LEBANON, BORN 1959)

Poppies in the Wild

acrylic on canvas

2011

19 x 27cm (7 1/2 x 10 5/8in).

£1,000 - 2,000

US\$1,500 - 2,900

€1,300 - 2,600

Born in Beirut, Lebanon, an internationally renowned visual artist for her paintings in abstract colorful style, also specialized in painting and restoration of icons, frescoes and antique fine artworks and a well known environmental designer for embellishing cities in cut ceramic mosaics public artworks and monuments . Lecturer in Byzantine Art and as a geologist-mineralogist an expert in extracting natural pigments to use in tempera artworks. Owner of the Kelekian Art Gallery & Restoration Center.

Curator and Concept developer of international art exhibitions like the International Flag Art (IFA), International Exhibition of Small Format Art (IESFA), Olympia Fine Arts Association 1st art exhibition of Sarajevo & Banya Luka, UK flag art exhibition & others. Organizer of Art Therapy workshops for traumatized children of war. Holds a B.S. in Geology (mineralogy) from the American University of Beirut, a D.S.T. in Theology, and a Ph.D. in Fine Arts & Restoration

Note:

50% Of the Hammer Price for the present work will be donated to the British Lebanese Associations Scholarship Fund



43*

LENA KELEKIAN (LEBANON, BORN 1959)

FLORAL COMPOSITION

Bouquet III

acrylic on canvas

2014

32 x 39cm (12 5/8 x 15 3/8in).

Note:

50% Of the Hammer Price for the present work will be donated to the British Lebanese Associations Scholarship Fund

£1,000 - 2,000

US\$1,500 - 2,900

€1,300 - 2,600

44

MOHAMMAD EL RAWAS (LEBANON, BORN 1951)

Three Seated Women II

pastel on paper

executed in 1974

43 x 44cm (16 15/16 x 17 5/16in).

£4,000 - 6,000

US\$5,700 - 8,600

€5,200 - 7,800

Note:

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45

OUSSAMA BAALBAKI (LEBANON, BORN 1978)

Untitled (Mountain Scene)

oil on canvas

2015

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

£1,500 - 2,500

US\$2,200 - 3,600

€1,900 - 3,200

Note:

50% Of the Hammer Price for the present work will be donated to the British Lebanese Associations Scholarship Fund





جمعية الصداقة البريطانية اللبنانية
THE BRITISH LEBANESE
ASSOCIATION



46

RANDA ALI AHMAD (LEBANON, BORN 1962)

Prenez tout et laissez-moi l'extase

mixed media on canvas

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

£3,000 - 5,000

US\$4,300 - 7,200

€3,900 - 6,500

Born in Beirut in 1962, Randa Ali Ahmad started her pursuit in art through small street exhibits in Makhoul Street, Beirut, during her teenage years, and up to her college years at the Lebanese American University where she received her AA with the Sheikh Zayed Award distinction. With the civil war in Lebanon, she went on to receive her double diplomas in Design and Studio Arts from UCLA in Los Angeles, California. Her first exhibit was in a gallery in Beverly Hills, after which, she went on to Paris and Beirut.

Note:

50% Of the Hammer Price for the present work will be donated to the British Lebanese Associations Scholarship Fund



47

MOUNA BASSILI SEHNAOUI (LEBANON, BORN 1945)

Palms & Paloma

water color on paper

2011

59 x 116cm (23 1/4 x 45 11/16in).

£2,000 - 3,000

US\$2,900 - 4,300

€2,600 - 3,900

Note:

50% of the hammer price of the present lot will be donated to the British Lebanese Association Scholarship Fund

48 *

ROMANOS MOUKARZEL (LEBANON, BORN 1965)

Tuscan Landscape

oil on canvas

2013

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

£1,000 - 2,000

US\$1,400 - 2,900

€1,300 - 2,600

Note:

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49

WAJIH NAHLE (LEBANON, BORN 1932)

Untitled

acrylic on canvas

2003

130 x 90cm (51 3/16 x 35 7/16in).

£7,000 - 10,000

US\$10,000 - 14,000

€9,100 - 13,000

Note:

50% Of the Hammer Price for the present work will be donated to the British Lebanese Associations Scholarship Fund





50 WT

MANSOUR EL HABRE (LEBANON, BORN 1970)

Ritual

mixed media on canvas

2010

155 x 128cm (61 x 50 3/8in).

£4,000 - 6,000

US\$5,700 - 8,600

€5,200 - 7,800

Note:

50% of the hammer price of the present lot will be donated to the British Lebanese Association Scholarship Fund

Born in Lebanon in 1970, lives in Beirut. Multidisciplinary artist who works in painting, printmaking and new media, he has been regularly featured in galleries and festivals across the Gulf, Europe and North America. His work has been showcased in Art Dubai and Abu Dhabi Art with Galerie Janine Rubeiz. His work can be found in various private collections in Lebanon and France.



50A *

MANSOUR EL HABRE (LEBANON, BORN 1970)

ILIADÉ

Iliade

Mixed media on canvas

2012

90 x 170cm (35 7/16 x 66 15/16in).

£2,500 - 3,500

US\$3,600 - 5,000

€3,200 - 4,500

Note:

50% of the hammer price of the present lot will be donated to the British Lebanese Association Scholarship Fund

50B *

HUSSEIN MADI (LEBANON, BORN 1938)

Untitled

oil on canvas

2008

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

£14,000 - 18,000

US\$20,000 - 26,000

€18,000 - 23,000

Note:

50% of the hammer price of the present lot will be donated to the British Lebanese Association Scholarship Fund



51

OMAR ONSI (LEBANESE, 1901-1969)

Beirut Landscape

gouache on paper, framed

£2,500 - 3,500

US\$3,600 - 5,100

€3,200 - 4,500





52

OMAR ONSI (LEBANESE, 1901-1969)

Tallet El Khayat

oil on canvas, framed

signed (lower left)

46 x 56cm (18 1/8 x 22 1/16in).

£12,000 - 15,000

US\$17,000 - 22,000

€15,000 - 19,000



53*

MOUSTAFA FARROUKH (LEBANON, 1901-1957)

Damascus: The Foot of Mount Qassioun: Mouhajirin Quarter

oil on canvas, framed

executed in 1933

53 x 64cm (20 7/8 x 25 3/16in).

£20,000 - 30,000

US\$29,000 - 44,000

€26,000 - 39,000

Provenance:

Property from the family of the artist

Exhibited:

Musee Nicolas Sursock, *Moustafa Farroukh 1901-1957*, 2003

Published:

Musee Nicolas Sursock, *Moustafa Farroukh 1901-1957*, 2003

54

No lot



55*

SALIBA DOUAIHY (LEBANON, 1915-1994)

House in Ehdén

oil on canvas, framed

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

£25,000 - 50,000

US\$36,000 - 73,000

€32,000 - 64,000

56*

KHALIL SALEEBY (LEBANON, 1870-1928)

Portrait of a Lady

oil on canvas, framed

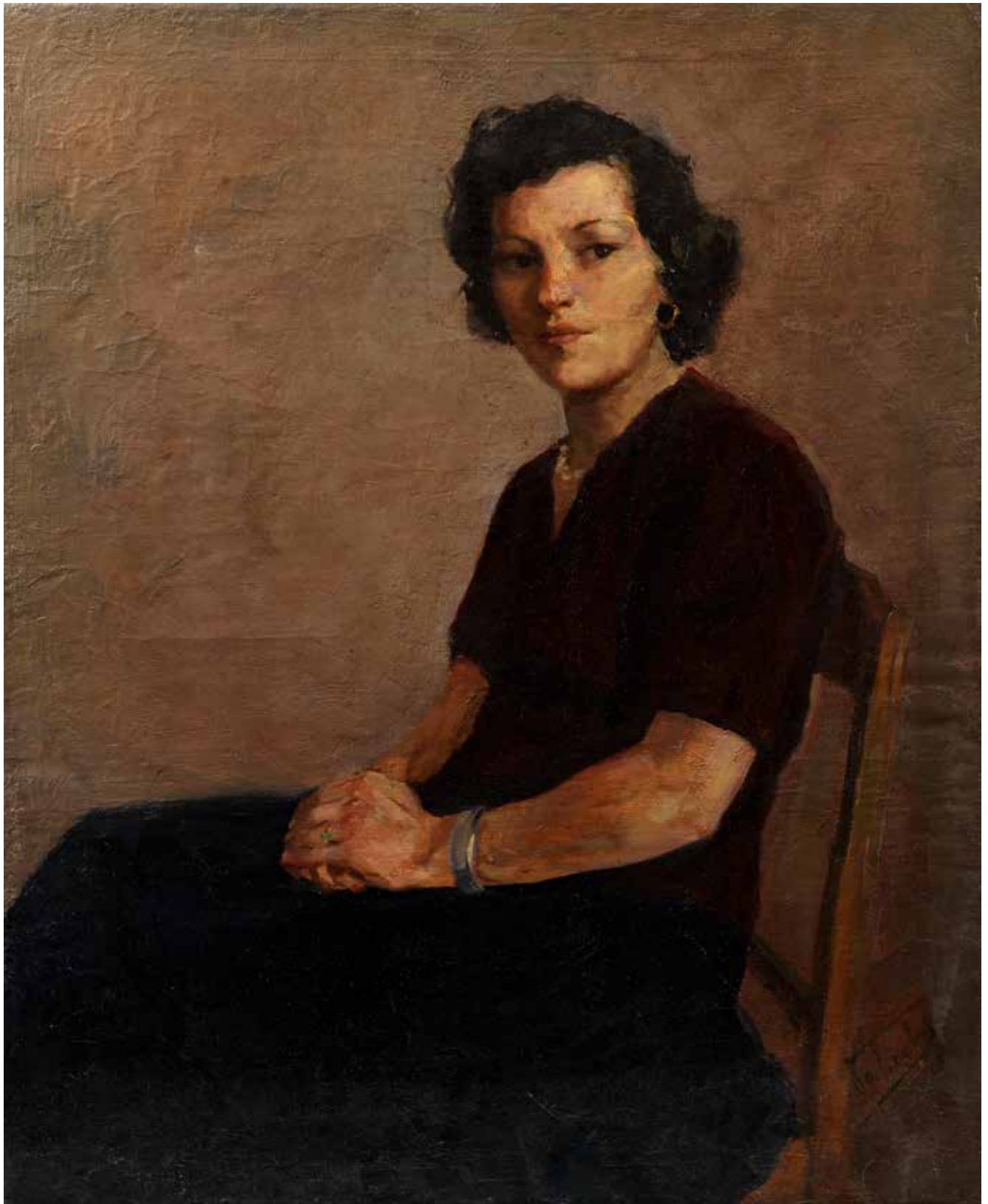
signed (lower right)

80 x 64cm (31 1/2 x 25 3/16in).

£14,000 - 16,000

US\$20,000 - 23,000

€18,000 - 21,000



THE GUIRAGOSSIAN FAMILY: THREE GENERATIONS OF CREATIVITY

57*

PAUL GUIRAGOSSIAN (LEBANON, 1927-1993)

Untitled

oil on canvas, framed
executed circa 1980's
90 x 80cm (35 7/16 x 31 1/2in).

£40,000 - 60,000

US\$58,000 - 87,000

€51,000 - 77,000

The following four paintings represent the artistic trajectory of three generations of one of Lebanon's most creative families: The Guiragossian's.

Led by patriarch Paul Guiragossian, one of the most gifted, emotive and technically progressive artists to emerge from Lebanon within the past century, the family has continued in the footsteps of its founding father, with Guiragossian's son, Emmanuel, together with his two young sons Paul Gossian and Marc Guiragossian, exhibiting all the aesthetic freedom of expression and free flowing creativity characteristic of their grandfathers work.

Provenance:

Property from a private collection, Beirut

The authenticity of this artwork has kindly been confirmed by the artists family

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

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

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

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

The present painting is exemplary of Guiragossian's work from the period; earlier turgid luminous figures replaced by more impastoed, outlined figures. Hollowed out and less clearly delineated, these are typical of his later artistic sophistication, and display more intricate and manifold brushwork.

Painted deftly in an artistic vocabulary that draws heavily from the emotional subjectivity of expressionism, Guiragossian's work is alive with the "supremacy of feeling" that characterizes true modernism.



58* WT

EMMANUEL GUIRAGOSSIAN (LEBANON, BORN 1954)

Untitled

oil on canvas, framed

executed in 2013

130 x 170cm (51 3/16 x 66 15/16in).

£11,000 - 15,000

US\$16,000 - 22,000

€14,000 - 19,000

The eldest son of renowned artist Paul Guiragossian, Emmanuel belongs to the 6th generation of artists in his family of musicians, iconographers and painters.

As a student, his talents didn't go unnoticed and earned him an admission to the Académie des Beaux-Arts de Paris in 1972 followed by more advanced courses at the Michelangelo Academy in Florence in 1973.

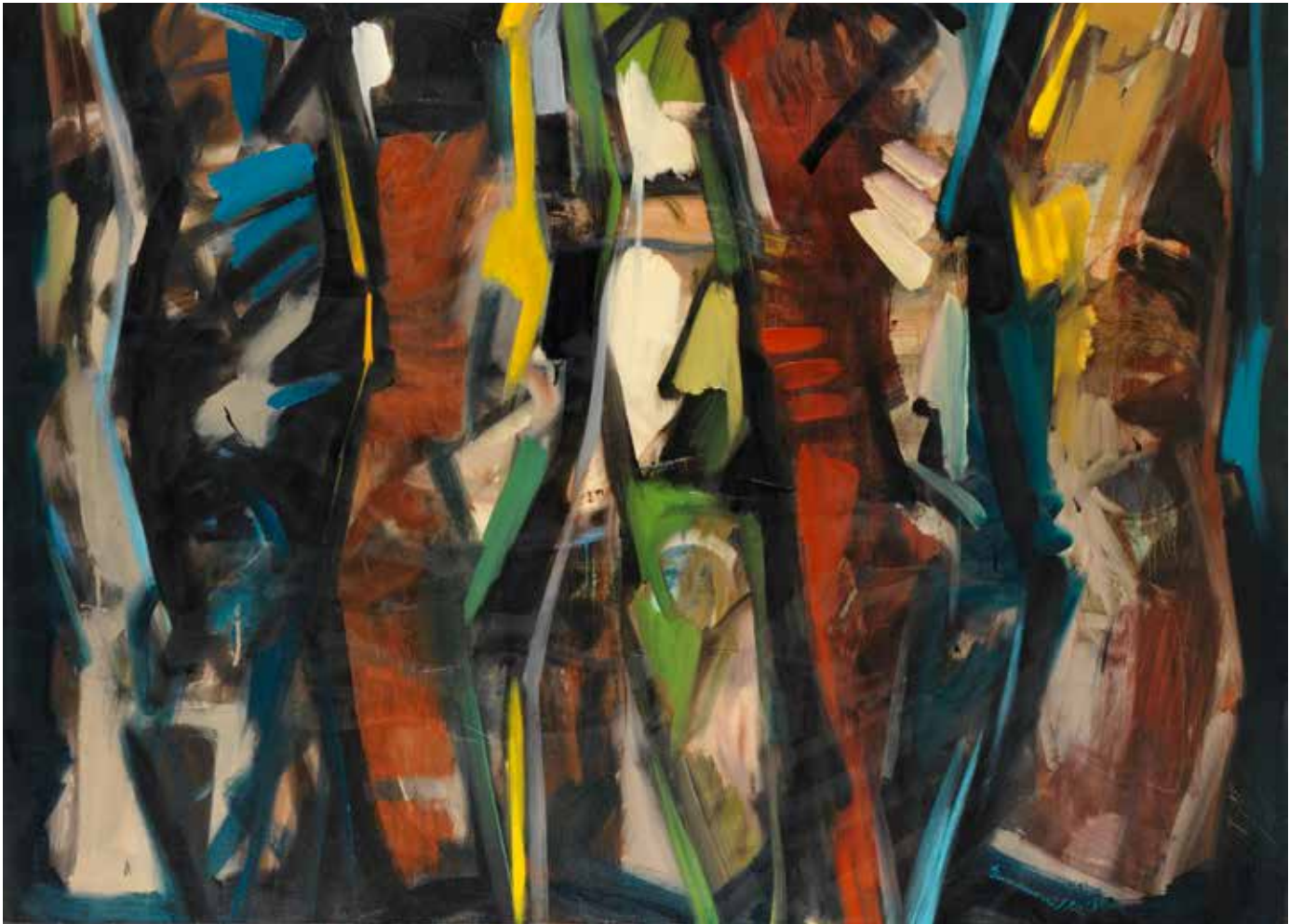
In 1974, Emmanuel obtained a scholarship and attended the Hochschule für Bildende Kunst in Dresden-Germany. He specialized in Artistic Anatomy and graduated with honors in 1979. By the fall of that year, he returned to Lebanon where he became a professor at the Académie Libanaise de Beaux Arts (ALBA) and the American University of Beirut until 1984.

From then on he actively worked on several solo exhibitions around the world while residing between Beirut, Germany, Canada and Jordan.

He also took on consulting with several major foundations in their projects such as the "Darat Al Funoon" museum in Amman, Jordan and became the artistic consultant to the project of rebuilding Downtown Beirut with Solidere.

In 1991, Emmanuel founded the Emmagoss Art gallery in Beirut, and then in 2004 The Paul Guiragossian Contemporary Art Museum was built in the suburbs of Beirut. In 2006 Emmanuel moved back to Germany and founded a second art gallery Emmagoss in Dresden a year later, where he exhibited works of contemporary German artists such as A.R. Penk, Marcus Lüpertz and others including his own.

Emmanuel Guiragossian's work has been exhibited in solo and collective shows, art fairs and auctions around the world for over 30 years. Currently he is based and works between Lebanon and Germany.





59* WT

MARC GUIRAGOSSIAN (LEBANON, BORN 1995)

The Angel

oil on canvas, framed

executed in 2015

200 x 120cm (78 3/4 x 47 1/4in).

£4,000 - 6,000

US\$5,800 - 8,700

€5,100 - 7,700



60* WT

PAUL GOSSIAN (LEBANON, BORN 1995)

Napoleon

oil on canvas, framed

executed in 2015

180 x 120cm (70 7/8 x 47 1/4in).

£4,000 - 6,000

US\$5,800 - 8,700

€5,100 - 7,700



61

CHUCRALLAH FATTOUH (LEBANON, BORN 1956)

Standing Figures

acrylic on paper in two parts

executed in 2015

Total: 100 x 150cm (39 3/8 x 59 1/16in) (each panel 100 x 74 cm)

£800 - 1,200

US\$1,200 - 1,700

€1,000 - 1,500



62 WT

CHUCRALLAH FATTOUH (LEBANON, BORN 1956)

Three Women

oil on canvas, framed

executed in 2015

160 x 207cm (63 x 81 1/2in).

£3,000 - 5,000

US\$4,400 - 7,300

€3,900 - 6,400

63A* WT

AREF AL RAYYES (LEBANON, 1928-2005)

Temps Du Murs

mixed media with sand on canvas

signed, titled and dated (on the verso) executed in 1963

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

£10,000 - 15,000

US\$15,000 - 22,000

€13,000 - 19,000



64*

JOSEPH FALOUGHI (LEBANON, BORN 1950)

Abstract Composition

oil on canvas, framed 120 x 130cm (47 1/4 x 51 3/16in).

£9,000 - 12,000

US\$13,000 - 17,000

€12,000 - 15,000



65*

RACHED BOHSALI (BORN 1957)

Reflections of the Reflected Reflections Revisited
mixed media on board
executed in 2012

£4,000 - 6,000

US\$5,800 - 8,700

€5,100 - 7,700

Rached Bohsali born in 1957, lives and works in Beirut in the Lebanese American University where he chaired the Fine Arts and Foundation Studies Department for 5 consecutive years. He holds a Bachelor of Architecture from the American University of Beirut (1981) and a C.E.A.A. (Post Diploma) in Domestic Architecture from the Beaux-Arts in Paris (Ecole d'Architecture Paris-Villemin) (1984)

He switched to painting as a profession in the late 1980's and since 1990 his artwork has been featured in collective exhibitions in Beirut, the Arab world, Europe and the United States as well as appearances in International Art publications (SPLASH 12 AND SPALSH 13 the best of watercolor).

Awarded by the Prince of Wales and Secretary General of the U.N. as one of 12 Prizewinners of the World-Wide Millennium Painting Competition in order to commemorate the new millennium, he also received multiple other awards in other international art competitions ("THE ARTIST" magazine international competition 2002-2006 and 2008) . He was also awarded by the Shield of the Lebanese Ministry of Culture & Higher Education (Palais de l'UNESCO May 2000).



66

HUSSEIN MADI (LEBANON, BORN 1938)

Untitled (Vase)
acrylic on canvas, framed
executed in 1996
80 x 80cm (31 1/2 x 31 1/2in).

£12,000 - 15,000

US\$17,000 - 22,000

€15,000 - 19,000



67

No lot

68

ASSADOUR (LEBANESE, BORN 1943)

Figures in a Landscape
oil on canvas, framed
executed in 2005
81 x 65cm (31 7/8 x 25 9/16in).

£7,000 - 10,000

US\$10,000 - 15,000

€9,000 - 13,000



69* WT

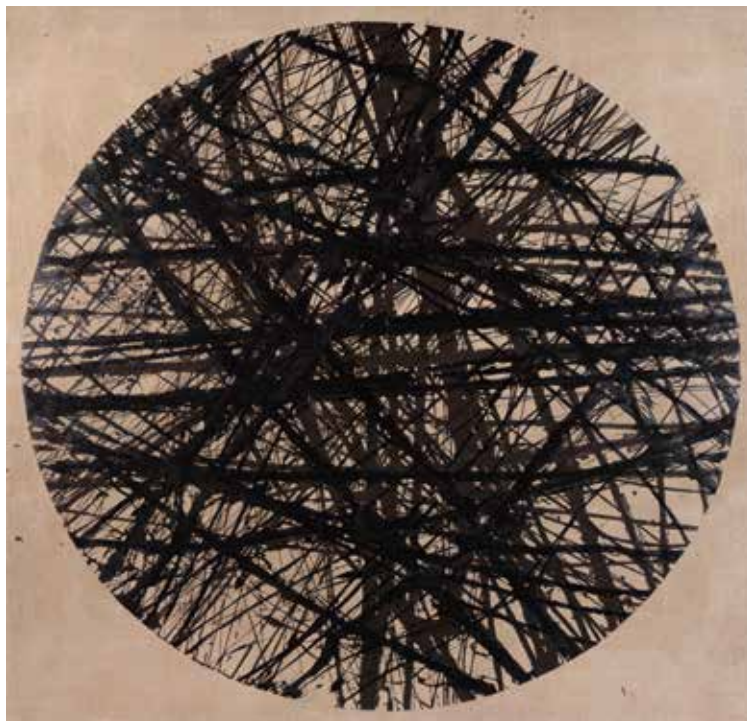
BASSAM GEITANI (BEIRUT, BORN 1962)

Foucault's Pendulum
mixed media on canvas
200 x 200cm (78 3/4 x 78 3/4in).

£6,000 - 10,000

US\$8,700 - 15,000

€7,700 - 13,000



70*

CHAOUKI CHOUKINI (LEBANON, BORN 1947)

Wooden Composition

wood sculpture

executed in 2005

62 x 20cm (24 7/16 x 7 7/8in).

£6,000 - 10,000

US\$8,700 - 15,000

€7,700 - 13,000



71

MOUSTAFA FARROUKH (LEBANON, 1901-1957)

View of the Lebanese Countryside

gouache on paper, framed

signed (lower right)

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

£1,500 - 2,500

US\$2,200 - 3,600

€1,900 - 3,200



72

FARID AOUAD (LEBANON, 1924-1982)

Composition

oil on canvas

framed

21 x 15cm (8 1/4 x 5 7/8in).

£1,800 - 2,500

US\$2,600 - 3,600

€2,300 - 3,200



73

FARID AOUAD (LEBANON, 1924-1982)

Composition

oil on hand cut canvas

framed

19 x 24cm (7 1/2 x 9 7/16in).

£2,000 - 3,000

US\$2,900 - 4,400

€2,600 - 3,900





74



75

74*

GEORGES HANNA SABBAGH (EGYPT, 1877-1951)

Still Life (Flowers)

oil on canvas, framed

19 x 55cm (7 1/2 x 21 5/8in).

£6,000 - 10,000

US\$8,700 - 15,000

€7,700 - 13,000

75*

GEORGES HANNA SABBAGH (EGYPT, 1877-1951)

Trees

oil on board, framed

signed "1937"

25 x 52cm (9 13/16 x 20 1/2in).

£18,000 - 25,000

US\$26,000 - 36,000

€23,000 - 32,000

76 - 77

No lots

78*

CHRISTIAN CARLE-CATAFAGO (LEBANON, BORN 1968)

Since 15

paint on brass

executed in 2014

96 x 61cm (37 13/16 x 24in).

£4,000 - 6,000

US\$5,800 - 8,700

€5,100 - 7,700



79*

NADIA SAFIEDDINE (LEBANON, BORN 1973)

Living Room

oil on canvas, framed

executed in 2013

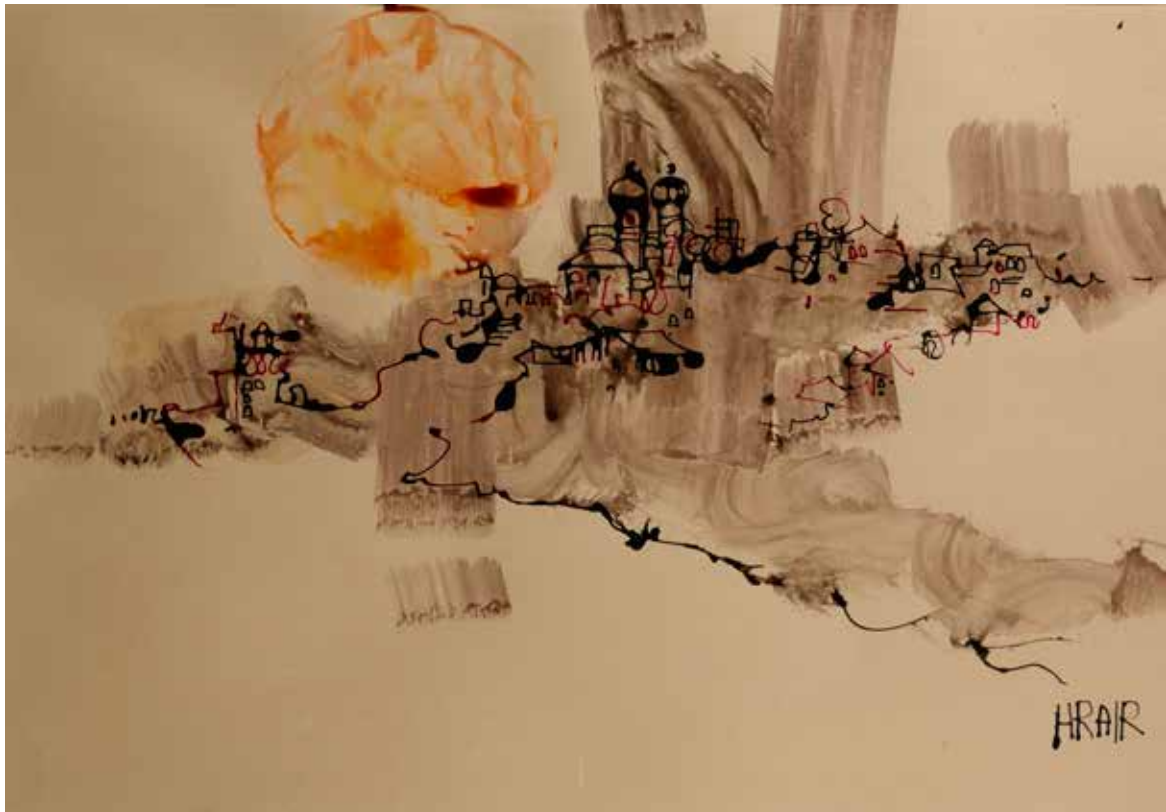
180 x 170cm (70 7/8 x 66 15/16in).

£5,000 - 7,000

US\$7,300 - 10,000

€6,400 - 9,000



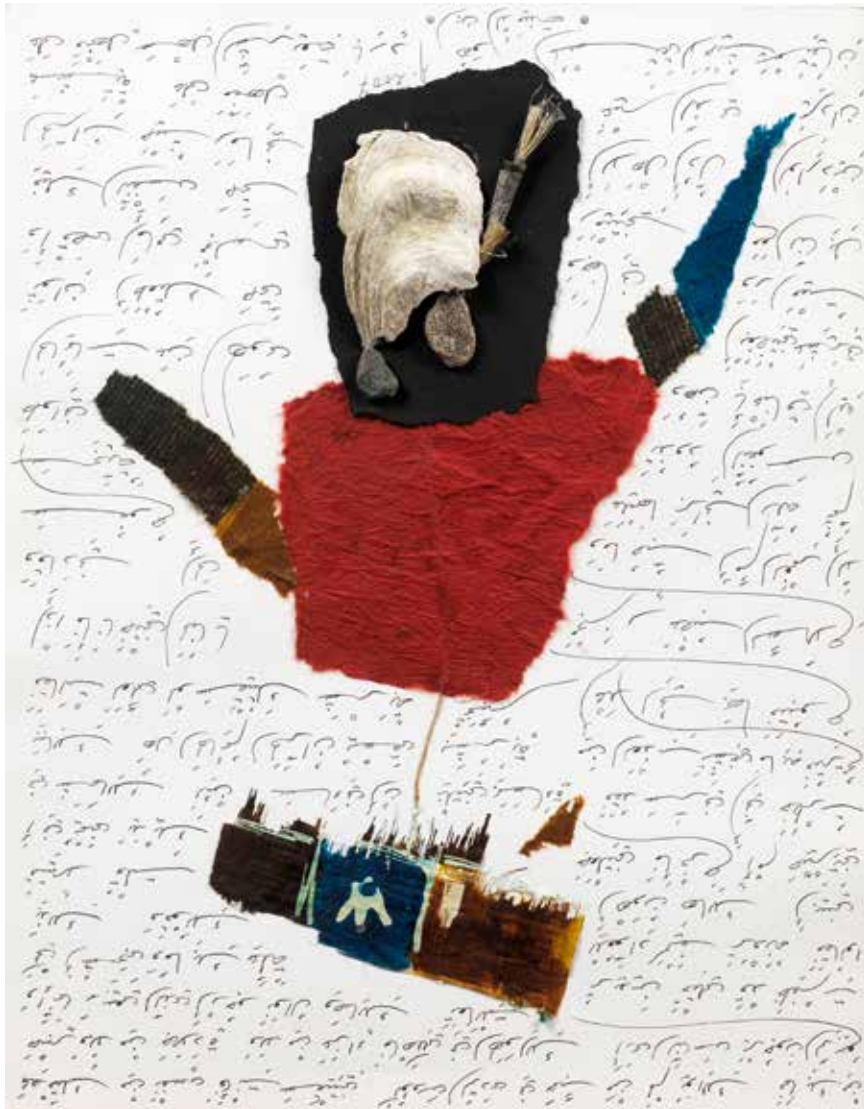


80*

HRAIR DIARBEKIRIAN (LEBANON, BORN 1946)

Four Works on Paper
each 100 x 70
framed

£4,000 - 6,000
US\$5,800 - 8,700
€5,100 - 7,700



81

ADONIS (SYRIA, BORN 1930)

Poetic Composition

mixed media on paper

framed

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

£4,000 - 6,000

US\$5,800 - 8,700

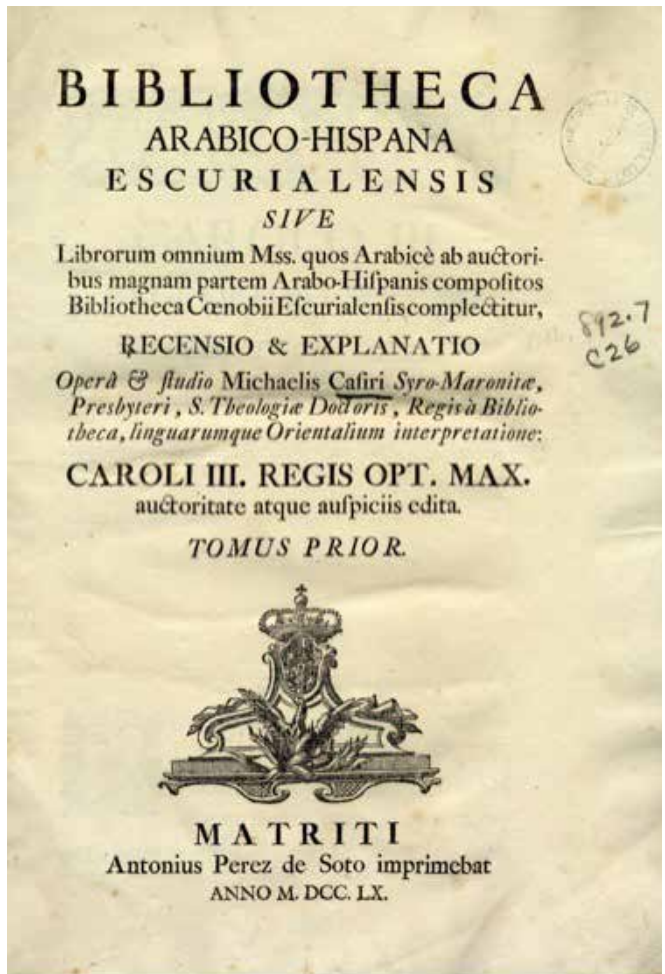
€5,100 - 7,700

82 - 100

No lots



folios limited



Folios limited would like to wish Bonham's and the British
Lebanese Association a successful Auction

193-195 Brompton Rd, London SW3 1LZ

Phone: 020 7581 2706

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams’* behalf which is in any way descriptive of any *Lot*

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to VAT. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each lot purchased:

25% up to £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 of the *Hammer Price*

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

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

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

8. VAT

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

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

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

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

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

11. SHIPPING

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805
Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

≈ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals ltd warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

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

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