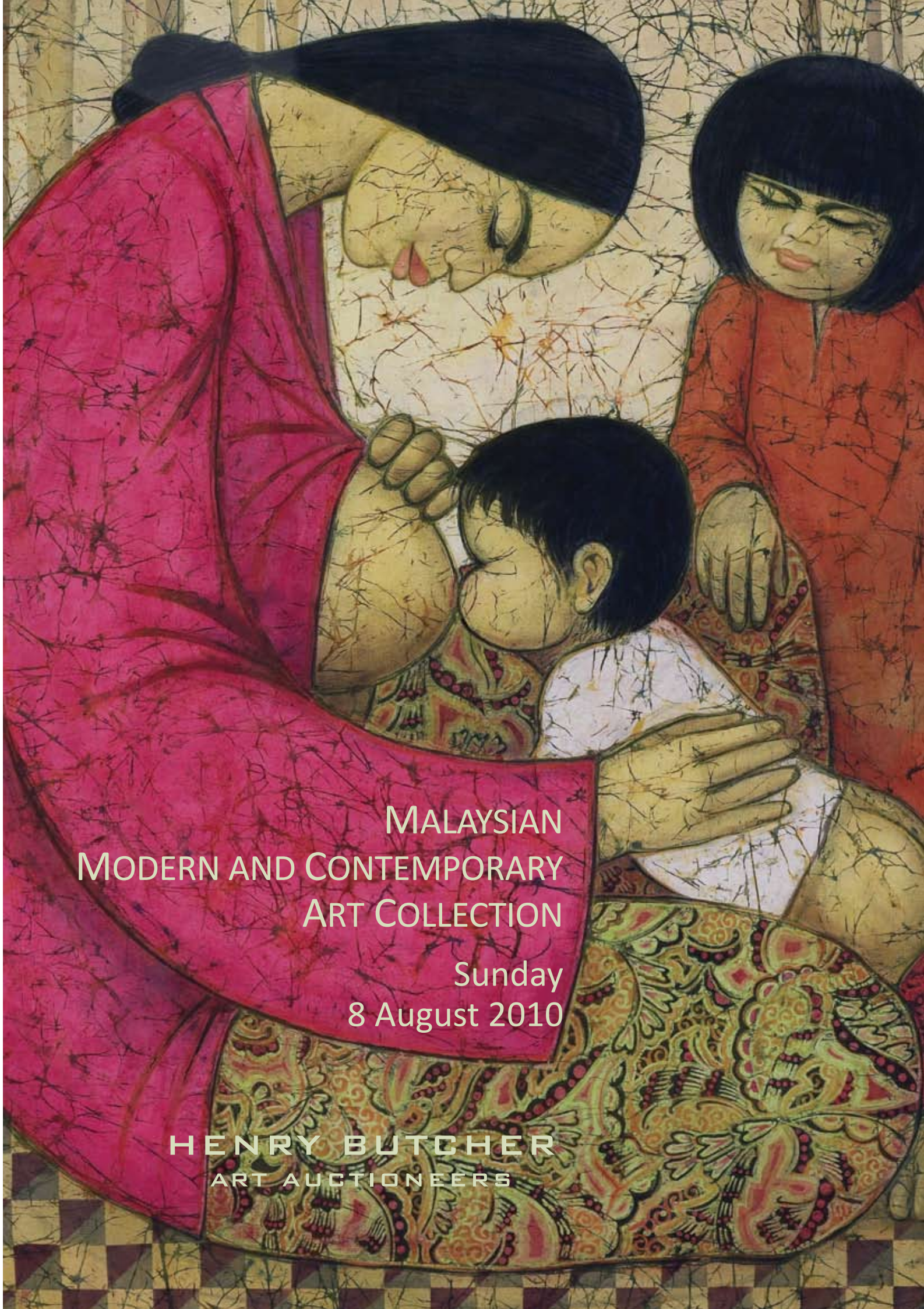


MALAYSIAN
MODERN AND CONTEMPORARY
ART COLLECTION

Sunday
8 August 2010

HENRY BUTCHER
ART AUCTIONEERS





MALAYSIAN
MODERN AND CONTEMPORARY
ART COLLECTION

Sunday 8 August 2010

ILLUSTRATION

detail of Lot 56
Latiff Mohidin
Gelombang Bumi, 1989

FRONT COVER

detail of Lot 45
Chuah Thean Teng, Dato'
Mother With Children, c.1986

BACK COVER

Lot 55
Yusof Ghani
Siri Tari (Dance Series), 1991-92

HENRY BUTCHER
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ILLUSTRATION
detail of Lot 53
Ibrahim Hussein, Datuk
The Dream, 1969

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All lots are sold subject to our Conditions of Business printed at the back of this catalogue which apply to both buyers and sellers. Prospective buyers should also read Guide to Buying at Henry Butcher Art Auctions.

Catalogue descriptions do not state any imperfections. However, condition reports can be obtained by contacting the personnel listed above. This service is provided for the convenience of prospective buyers and cannot be taken as the sole and absolute representation of the actual condition of the work. Prospective buyers are advised to personally examine the works and not rely solely on HBAA's description on the catalogue or any references made in the condition reports.

Our team will be present during all viewing times and available for consultation regarding artworks included in this auction. Whenever possible, our team will be pleased to provide additional information that may be required.

The buyer's premium shall be 10% of hammer price plus any applicable taxes.

All lots from this sale not collected from HBAA sale room at Wisma Bentley Music by 6.00pm on 15 August 2010 will be transferred to Crown Fine Arts warehouse where they will incur storage and insurance charges, which will be payable by the buyer.

MALAYSIAN MODERN AND CONTEMPORARY ART COLLECTION

Sunday 8 August 2010

AUCTION

Sunday 8 August 2010
330pm (Lots 1 - 63)
Registration starts 2pm

VENUE

Auditorium
Level 4
Wisma Bentley Music
3 Jalan PJU7/2,
Mutiara Damansara, PJ
Selangor.

PREVIEW EXHIBITION

Level 4
Wisma Bentley Music
Sunday - Saturday, 1 - 7 August,
11am - 8pm

HENRY BUTCHER
ART AUCTIONEERS

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ILLUSTRATION
detail of Lot 17
Jolly Koh
Lilac Landscape, 1982

¹ Mohd. Hoessein Enas, Dato'
(b. Indonesia, 1924-1995)

Peasant Girl, 1993
Pastel on paper
48cm x 32cm
Signed 'Hoessein Enas '93' bottom left

ESTIMATE
RM15,000-RM20,000

Private collection, Penang; acquired through The Art Gallery, Penang.

ILLUSTRATED
Page 88, *The Life and Art of Dato' M. Hoessein Enas* (The Art Gallery, 1999)
Page 345, *Pioneers of Malaysian Art* (Dr Tan Chee Khuan, The Art Gallery Penang, 1994)

Dato' Hoessein Enas brought the best portraiture traditions of Basuki Abdullah (1915-93) and Dullah (1919-1996) from Indonesia to Malaysia when fleeing political prosecution. His Indonesian chapter was a colourful life, and he was even a one-man Thomas de la Rue, printing his own currency in Labuhan Balik during the Independence struggles.

This work was done during a convalescence period after a second bypass operation in the United States, returning in September 1992. Although feted by the royalty and VIPS, Hoessein also found great challenge in doing portraits of the ordinary kampung people, with their radiant innocence. His confident handling of pastels here marked a fervent phase that showed nothing amiss. But ill health set in again and troubled him until his death at the age of 71.

1st solo at the Charniel Gallery, Chelsea, London, 1960; 1956 Citizen of Federation of Malaya; 1956 formed Angkatan Pelukis Semenanjung (later SeMalaysia), which he headed until 1964 Also co-founded Angkatan Seni Rupa Indonesia (Asri) in Medan and was its first president in 1944. Commissioned to paint 56 paintings for Shell Group of Companies 1963. Retrospective, National Art Gallery, 1966. Won Unesco Fellowship and Asia Foundation Grant 1960, US Fellowship 1969, Colombo Plan 1968 and 1976. Conferred Royal Portrait Painter title by Sultan of Selangor 1990. 1991 Awarded 'Datoship' by Sultan of Selangor.



² Lee Cheng Yong
(b. China, 1913-1974)

Seated Model, circa 1950
Watercolour on paper
55cm x 36.5cm
Signed 'CY' bottom right

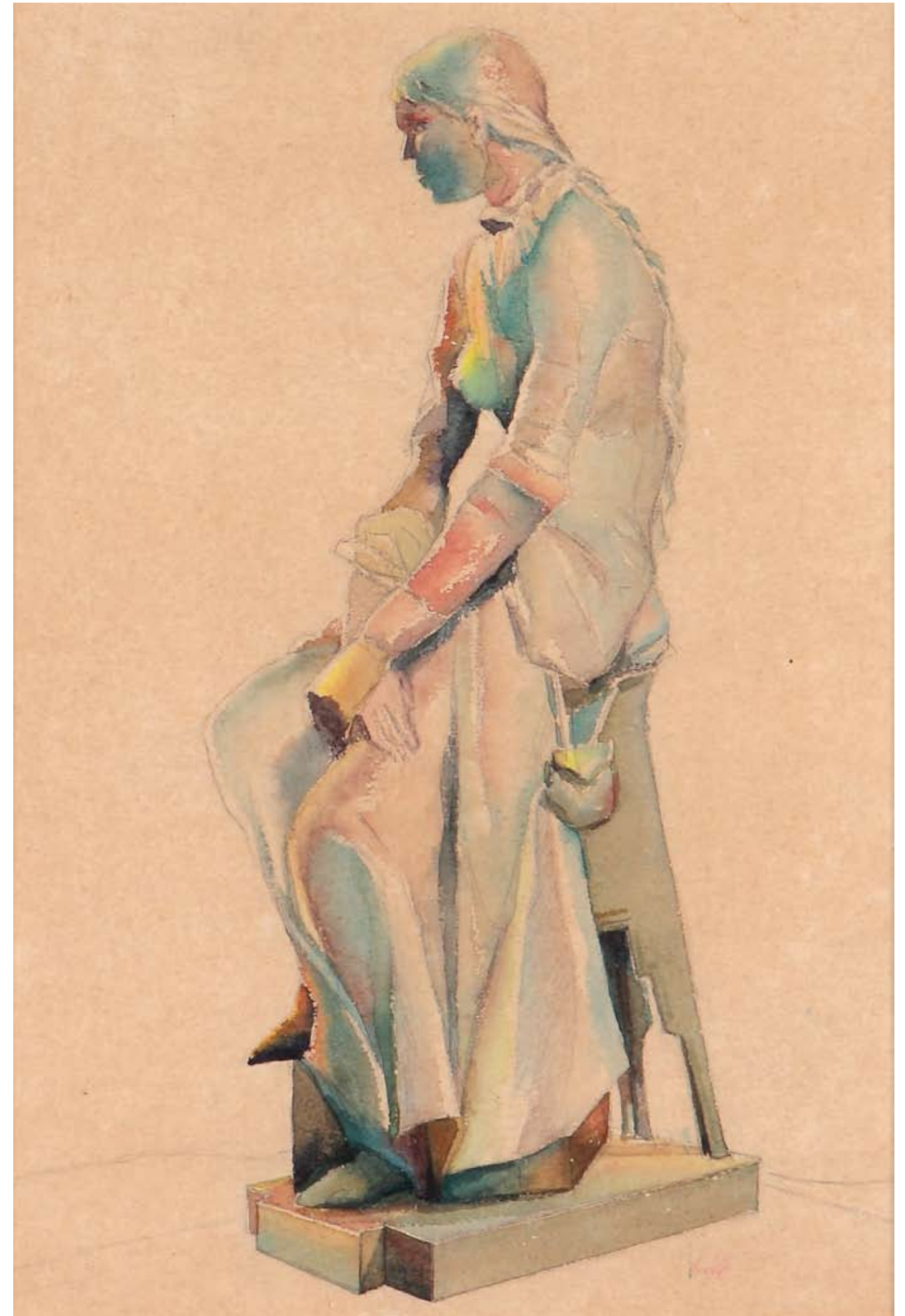
ESTIMATE
RM7,000-RM10,000

Private collection, Penang; acquired directly from artist's family.

LITERATURE
Lee Cheng Yong Retrospective (Curator: Dr Tan Chee Khuan), Penang State Art Gallery,
January 20-February 17, 1996

Academician-artist Lee Cheng Yong is arguably the most versatile of the pioneer artists, being adept in a variety of techniques and media including sculpture, his most notable being a bust of the Malaysian First Prime Minister Tunku Abdul Rahman. He was an art teacher and it's unsurprising that his works tend to be couched in the academic tradition.

In *Seated Model*, he evokes the statuesque quality of a *Venus de Milo*, painted in full-bodied completeness, with the plinth-like stand. The pale, pearly hues with subtle modulation of form give off a marbling effect.



Studied Shanghai Academy of Fine Art 1927. Solo exhibitions in Penang 1931 and 1960 and Lee Cheng Yong Retrospective (Penang State Art Gallery, 1996). Art teacher, Chung Ling High School. Formed Penang Chinese Art Club 1936, elected first president.

³ Lee Long Looi
(b. Kedah, 1942)

Remembrance, 1986
Mixed media on paper
36.5cm x 27.5cm
Signed 'Long Looi Lee 86' top right

ESTIMATE
RM6,000-RM8,000

Private collection, Penang; acquired directly from artist.

LITERATURE

Lee Long Looi Retrospective, 1997, The Art Gallery, Penang
(Included in forthcoming monograph *Voices of my art spirit – The Art of Lee Long Looi*, to be published by The Art Gallery, Penang, in October 2010)

Lee Long Looi is known for his lyrical feminine forms in silhouette. A lace shawl covers the head of the female singer, indicating innocence and modesty. A reverse triangle on the oval face is accentuated by the white daubs on the eyelids, earrings and lips.

Lee was mentored by the Nanyang Academy of Fine Art's foremost two female lecturers, Georgette Chen Liying (1906-93) and Lai Foong Mooi (1931-95). After graduating from NAFA in 1964, he returned to Kedah to teach art at Sin Min High School and Keat Hwa High School and had among his students, Eng Tay and Lye Yau Fatt.



Studied Nanyang Academy of Fine Art Singapore 1962-64, Art Students League, New York 1969-1970, Pratt Institute, New York, 1993. Solos in New York, Florida, USA and Canada since 1973. Retrospective, The Art Gallery Penang/Art Salon Kuala Lumpur May 1997. Won 1st Prize (watercolour) Washington Square Outdoor Art Exhibition award, 1981 and 1986, USA; Best Mixed Media, Fort Lauderdale, USA 1987; Best Mixed Media, Discovery 3-Artists, USA 1987; Best Mixed Media, Chicago Tribune 1992; 1st Prize (Mixed media) South Miami Hospital Art Exhibition 1994.

⁴ Peter Harris
(b. England, 1923-2009)

Malaysian Lady, 1959
Pastel on paper
37cm x 24cm
Signed bottom left

ESTIMATE
RM1,500-RM3,000

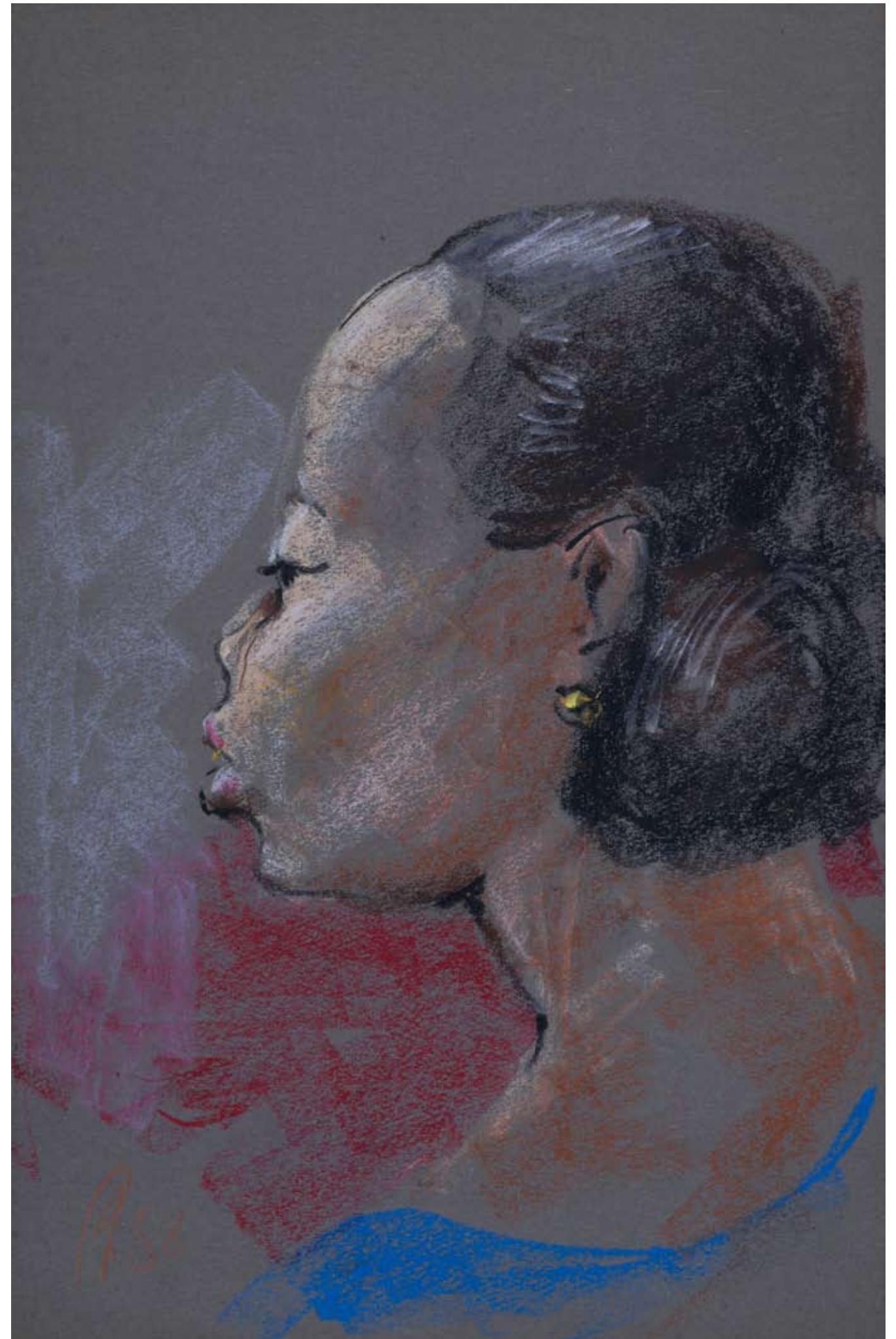
Private collection, Kuala Lumpur.
Private collection, England; acquired from the estate of the artist after his death.

LITERATURE
Peter Harris - Founder of Wednesday Art Group (The Art Gallery, Penang, 2009)
Peter Harris Memorial Exhibition (Art Salon@SENI and The Art Gallery, Penang, 2001)

Peter Harris helped set up the foundation of art education in the then Malaya where he was the art superintendent from 1951-60 but he was better known for his founding of the Wednesday Art Group, a motley group of aspiring artists not bound by academic strictures, in 1952.

Malaysian Lady comes from an abundant cachet of drawings by Peter Harris, which were his personal records of his travels from Ireland to India and across South East Asia. His pastel portraits of common people were mostly about ordinary people in the peninsular, and there is no telling for sure the race, age or occupation of this woman.

Studied West of England College of Art 1939. Art superintendent, Federation of Malaya 1951-1960, Gaya College, Sabah 1962-67. Retrospective, National Art Gallery, 1960; Retrospective, GaleriWan, 1997; Peter Harris, The Art Gallery Penang 2001. Awarded MBE (Member, Order of the British Empire) by Queen Elizabeth II of England in 1963.



⁵ Khaw Sia
(b. China, 1913-1984)

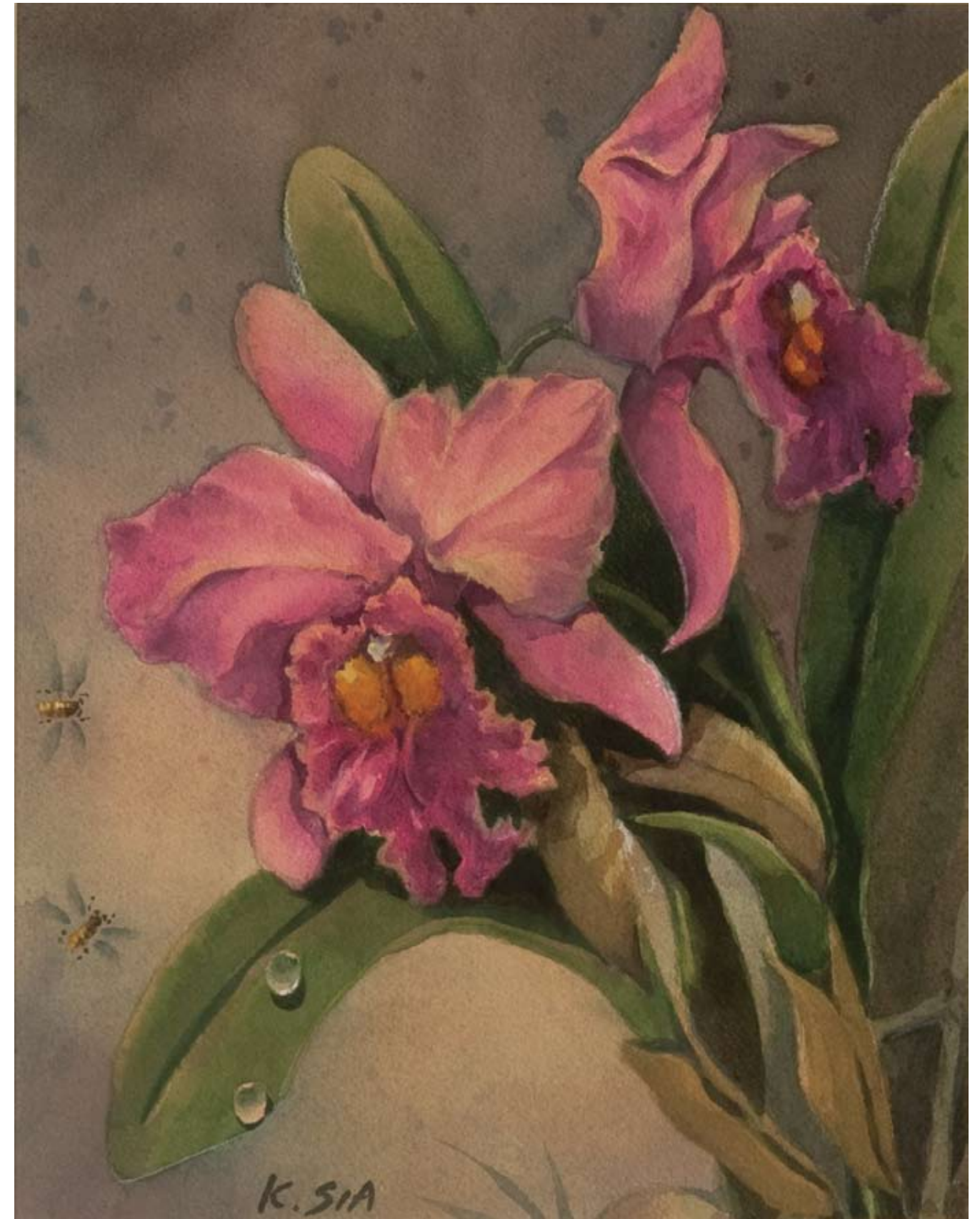
Cattleya Orchid
Watercolour on paper
27.8cm x 35cm
Signed 'K. Sia' bottom off centre

ESTIMATE
RM6,000-RM8,000

Private collection, Penang.

LITERATURE
Penang Artists 1920's – 1990's (The Art Gallery, Editions: 1990, 1992. By Dr Tan Chee Khuan)

Khaw Sia migrated to Penang 1937. His 1st solo in Penang, 1955, was of Balinese maidens and landscapes. An accomplished painter of portraits and landscapes, he specialised in painting orchids from the mid-1960's especially with his depiction of dew drops on the petals. He had solos especially dedicated to orchids in 1966, 1976 and 1977. He was also known for his cultivation of orchids although there was no record if he had developed any new genus.



6&7 **Khaw Sia**
(b. China, 1913-1984)

White Orchids I, 1981
Watercolour on paper
72cm x 27cm
Signed 'K. SIA 1981' bottom left, with Chinese seal

White Orchids II, 1981
watercolour on paper
72cm x 27cm
Signed 'K. SIA 1981' bottom right, with Chinese seal

ESTIMATE
RM12,000-RM15,000 each

Private collection, Kuala Lumpur.

LITERATURE
Penang Artists 1920's – 1990's (The Art Gallery, Editions: 1990, 1992. By Dr Tan Chee Khuan)

Khaw Sia was born in China and migrated to Penang in 1937. On offer is a twin rendition of white orchids of the same size, to be sold separately. Khaw Sia started painting orchids after his trips to Thailand, Taiwan and Japan in 1961 and had become synonymous with orchid paintings since. He had also developed a keen interest in cultivating the man-mediated flowers which could be genetically modified to create shapes, textures and patterns of immense beauty, but white being the symbol of purity does have its own power and appeal.



Educated Sin Hwa Academy, Shanghai 1925-32. Tuition under Sir Russell Flint of England in 1933. Le Salon Paris 1956, 14th Summer Salon at Royal Institute Galleries, London 1957; 25th National Society Exhibition London 1958. Retrospective Penang State Art Gallery 1998.

8 Lui Cheng Thak
(b. Negeri Sembilan, 1967)

House No. 8, 1993
Oil on canvas
50.8cm x 38cm
Signed bottom right

ESTIMATE
RM1,600-RM2,200

Private collection, Kuala Lumpur.

The painting, from Lui Cheng Thak's Old Shophouses Series and Window Series, was done in the artist's early career years after graduating from the Kuala Lumpur College of Art. Everything points to auspicious aspects with the paper talismans hanging from the top of the door frame, the Fukui flowers, and the No. 8, which in Chinese means 'prosperous', scrawled on top. The artist who specialises in architectural heritage paintings confides that this was the only door work that he had painted, amidst his usual rendition of windows in various forms and sizes.



9 | **Tew Nai Tong**
(b. Selangor, 1936)

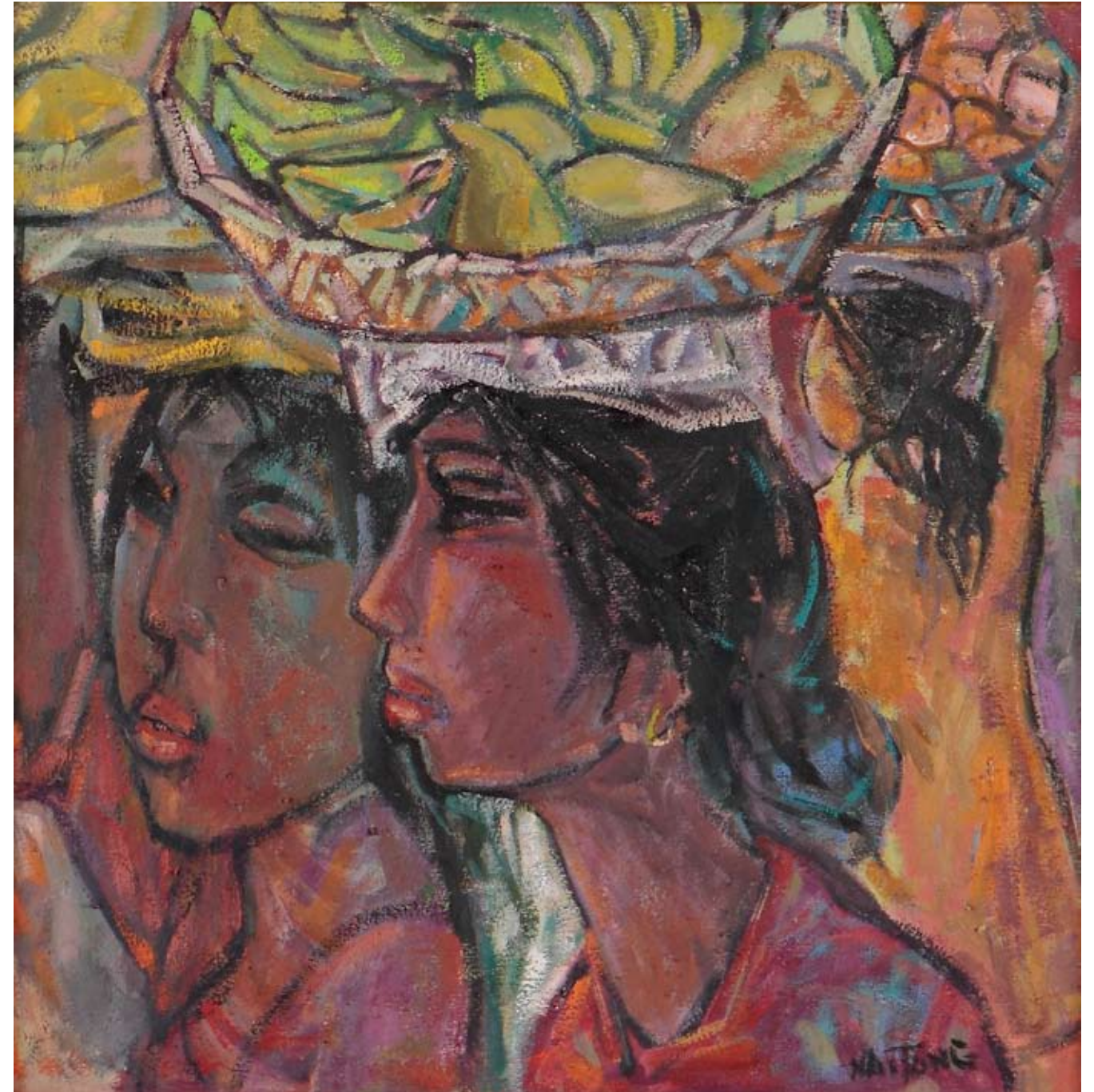
Morning Market, circa 1992
Oil on canvas
48.5cm x 48.5cm
Signed 'NaiTong' bottom right

ESTIMATE
RM5,000-RM8,000

Private collector, Penang; acquired from Art Point Gallery, Penang.

LITERATURE
Odyssey, Tew Nai Tong Retrospective (Exhibition: Tew Nai Tong Retrospective, National Art Gallery, Kuala Lumpur, 2007, Curator: Tan Tong)

The bustle of a market scene is one of Tew Nai Tong's favourite subjects, especially in a wider picture format with lots of activity. *Morning Market* shows three close-ups of women, one walking away from viewer, balancing the produce to be sold on their cloth headgear. The title tells the story. It also ties in with Tew's paeon to the industrious Asian women in ordinary economic activity without any national or ethnic specificity. Here, the nonchalant looks of the two youthful women in front suggest a routine ritual.



Also known as Chang Nai Tong. Educated Nanyang Academy of Fine Art, Singapore 1957-58; Ecole Nationale Supérieure des Beaux Arts, Paris 1967-68. Adviser, Contemporary Malaysian Watercolourist Association; 1st solo British Council, Kuala Lumpur 1964. 2nd Prize Chartered Bank Mural Design Competition 1964; Shell Watercolour Award 1981; Best Award, Esso 1982; Dunlop Watercolour Award 1983; Grand Prize Asia Art Award (Malaysia) 2009, Seoul. Retrospective, National Art Gallery (2007)

10 Chang Fee Ming
(b. Terengganu, 1959)

Kathmandu Market Scene, 1987

Watercolour on paper

32cm x 23cm

Signed 'F.M.Chang' on the left, one third from the bottom

Dated '9.12.1987 Kathmandu, Nepal' on reverse

ESTIMATE

RM6,000-RM12,000

Private collection, Bangkok, Thailand.

LITERATURE

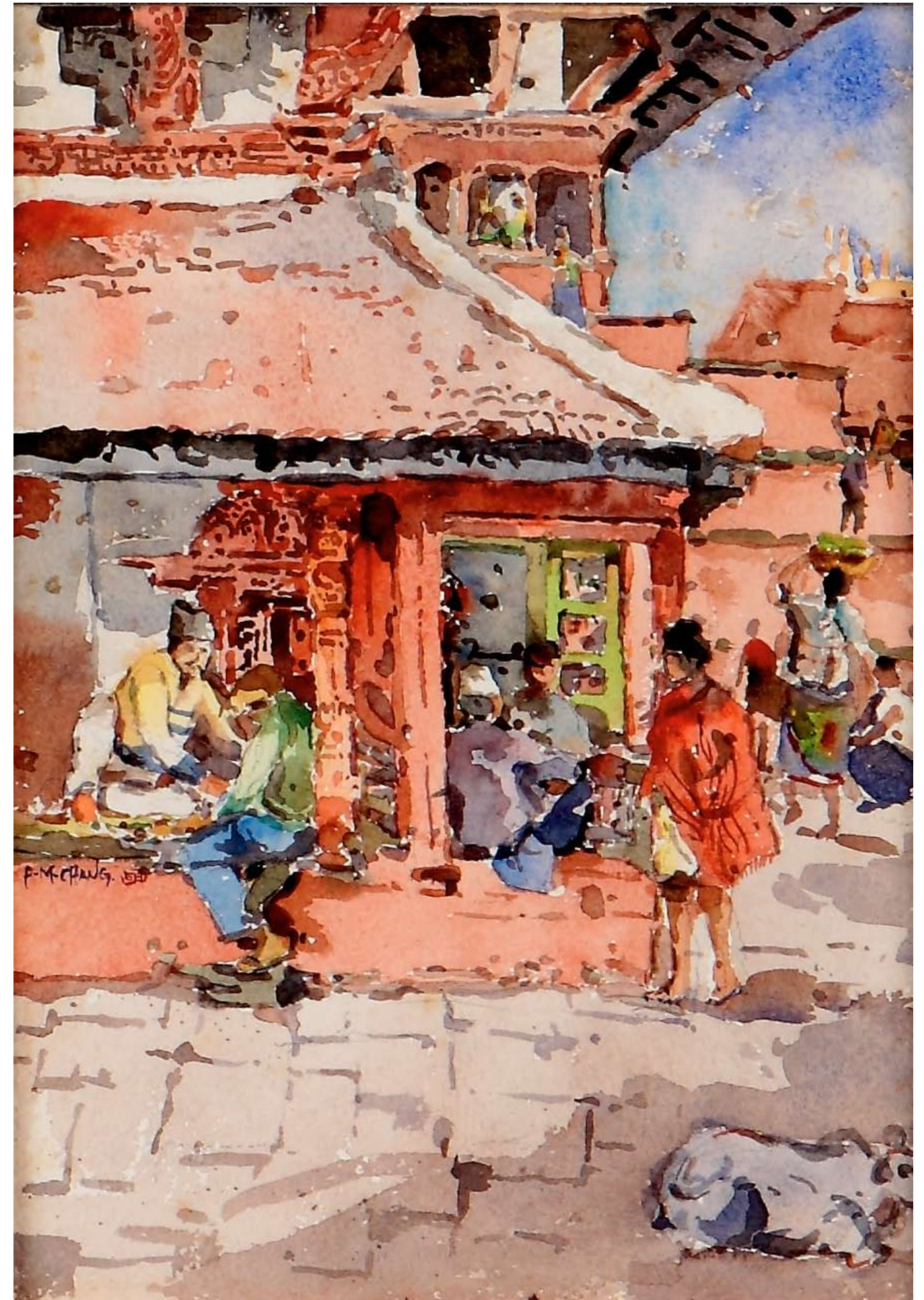
The World of Chang Fee Ming (Essay: Ooi Kok Chuen, Edited by Garrett Kam, 1995)

The Visible Trail of Chang Fee Ming (Text by Christine Rohani Longuet/Chang Fee Ming, 2000)

This painting of quaint stalls in the bustling bazaar at Durbar Square in Kathmandu, Nepal with a symbolic resting white cow statue on the lower right like a mascot, marks a frenzied period of exploring exotic themes in Fee Ming's early itinerant travels all over Asia and they are documented in his watercolour works from 1987 to 1993.

The work marks Fee Ming's early innocent phase of his dedicated watercolour technique, with spontaneous but dexterous depiction about the romance of places before his increasingly highly sophisticated and immaculate technique today.

Awarded Malaysian Watercolour Society Award in 1984 and 1985; 1st Prize in the PNB Malaysian Art Competition in 1985; Gold and Overall Asean Prize in the Sime Darby Art Asia Competition in 1985; Minor Awards, Malaysian Young Contemporaries Award in 1986 and 1987; Two awards of Distinction, Rockport Publishers USA 1997; Dom Perignon Portrait of A Perfectionist Award, Malaysia 1999; Winsor & Newton World Millennium Painting Competition, Co-Winner Malaysian Category 1999. 1st solo at GaleriCitra, Kuala Lumpur 1987.



11 Chia Yu Chian
(b. Johor, 1936-1991)

Paris Street Scene, 1960

Oil on board

58cm x 44cm

Signed 'Yu Chian 1960 Paris' bottom right

ESTIMATE

RM15,000-RM25,000

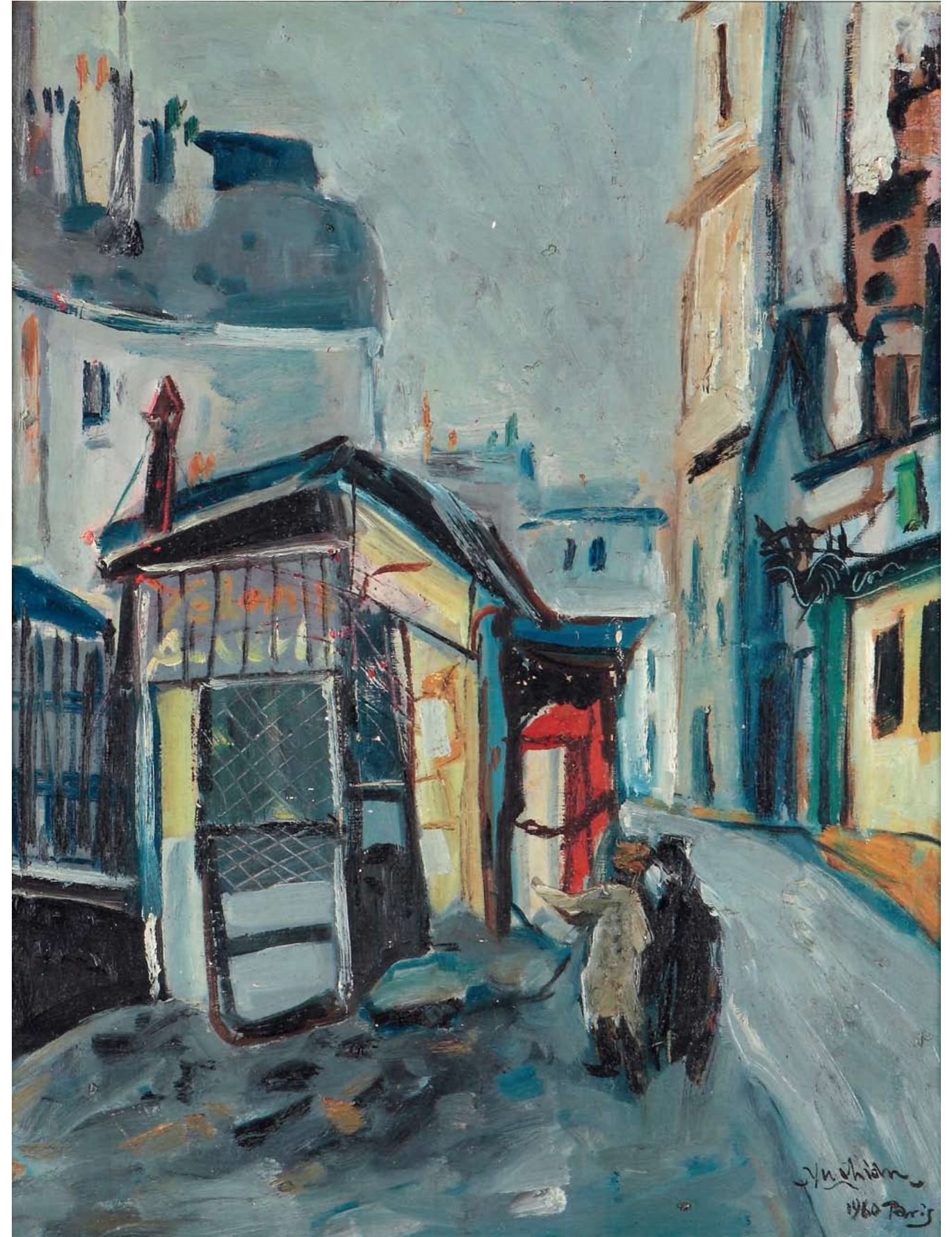
Private collection, Penang.

Chia Yu Chian was privately tutored by Chen Wen Hsi (1906-1992) and Cheong Soo Pieng (1917-83) but he never studied at the Nanyang Academy of Fine Art, Singapore. He was the first in the Straits Settlement to get a French Government scholarship to study at Ecole Nationale des Beaux Arts in Paris, graduating in 1962.

He painted many scenes of Montmartre where he was billeted around the 18 Arrondissement on the Parisian Right Bank at the Rue de la Charbonniere, during his studies in Paris. It is a bohemian artist's colony with heritage buildings of more than two centuries old. This work on a deserted alleyway in a slope behind the Sacre Coeur Basilica shows a couple in white and black overcoats suggesting a cold day but with the warmth of the light emanating from the makeshift tumbled-down workshop shed on the left.

With the more fluid Fauvist brushstrokes of his Paris days, this painting also has an elegiac and romantic feel.

Educated Ecole Nationale des Beaux Arts in Paris 1959-62. Commissioned for grand mural 'Life In Malaysia' for Malaysian High Commission in Paris. Sold-out first solo of 110 paintings at British Council, Penang, 1962, and since then held solos in Europe, India and Thailand. Honourable mention, Salon des Independents and Societe des Artistes Francaise, Paris; Chia Yu Chian Memorial exhibition (National Art Gallery, KL, September to November 2002).



12 Pheh It Hao
(b. Penang, 1972)

Guildford, Surrey, England, 2004
Watercolour on paper
68cm x 97cm
Signed bottom left

ESTIMATE
RM5,000-RM6,000

Private collection, Kuala Lumpur.

The Guildford clock painting is a nostalgia piece, from recollections of Pheh It Hao's time spent around the area when studying at the Surrey Institute of Art and Design. The rendition of the 1683 clock overhanging the High Street from the Elizabethan Guildhall is done in his signature building-top focus and negative-space play of his cityscapes highlighting architectural heritage. Guildford is the home of Lewis Corral.



Studied Malaysian Institute of Art 1991, Surrey Institute of Art and Design 1999. 3rd Prize 1st Putrajaya National Watercolour Exhibition 2006. Formerly graphic artist with a newspaper and curator of the Elle Six Art Gallery for four years. Now based in Melbourne as a fulltime artist.

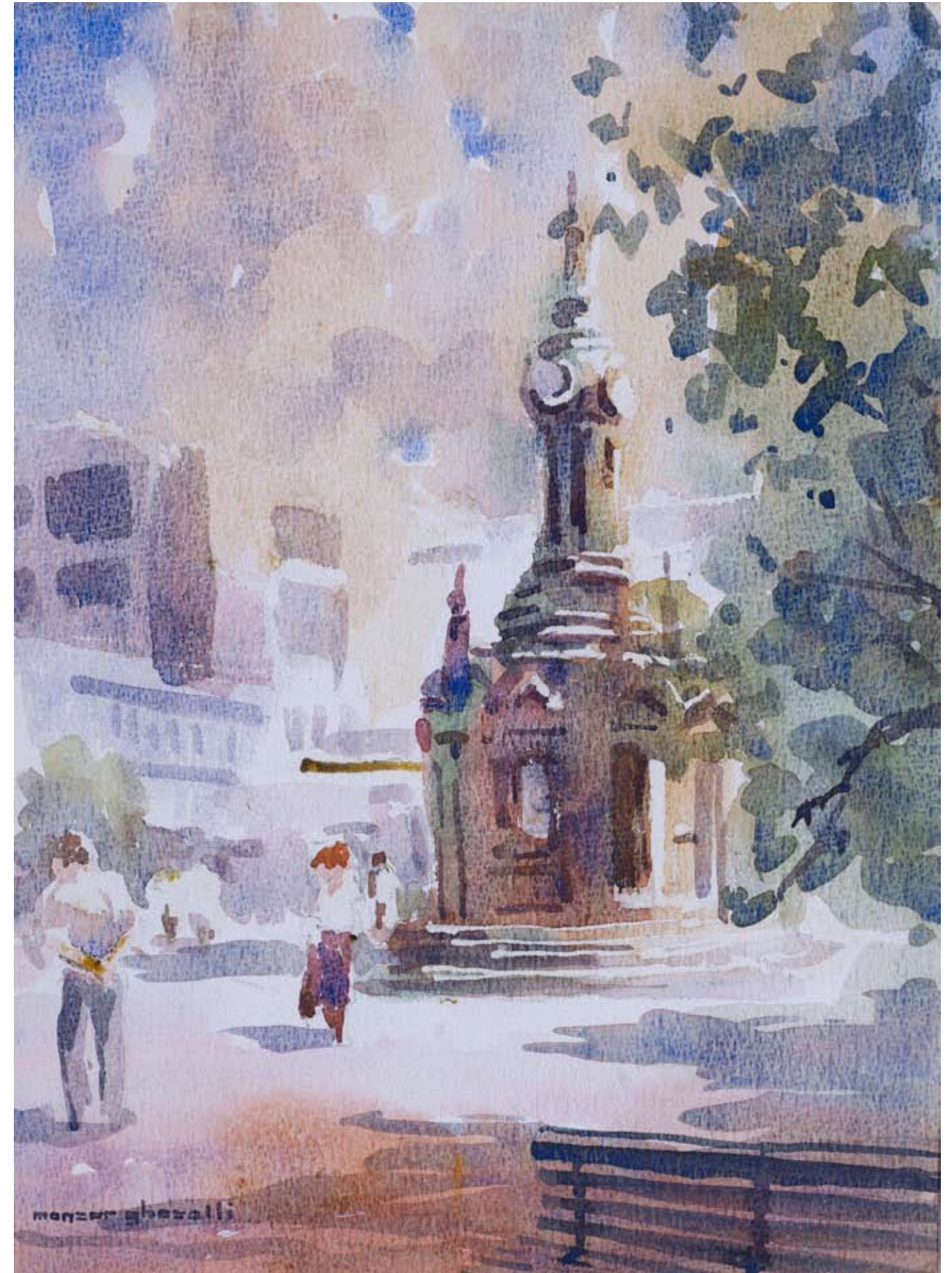
13 **Mansor Ghazalli**
(b. Perak, 1930/31-2009)

Clock Tower, circa 1990s
Watercolour on paper
37cm x 27cm
Signed 'Mansor Ghazalli' bottom left

ESTIMATE
RM2,000-RM3,000

Private collection, Kuala Lumpur.

Fondly called 'Cik Gu Mansor' even well after his retirement, he was a dedicated watercolourist noted for his charming oeuvre of secluded kampung, jetties, riverine settlements and the countryside. He was also well-travelled, and despite his failing sight in one eye, painted with the same gusto. This work records his time when travelling in Australia, during a trip to Melbourne in the 1990s.



Studied for his NDD at the Brighton College of Art London 1962; Taught at Sek. Men. Bentara Luar in Batu Pahat until retirement in 1986. Member of Malaysian Watercolour Society since 1984. Awarded Johor Watercolour Society Award 1984 and the Yayasan Seni Perak Award 2000. Mansor Ghazalli 1955-2000 'Mini Retrospective' RA Fine Arts opened a day after he died on June 10 at age 79.

14 Tan Choon Ghee
(b. Penang, 1930)

Piazza S. Marco, 1960
Watercolour on paper
44cm x 29cm
Signed 'Tan 1960 Piazza S. Marco' top right

ESTIMATE
RM3,000-RM5,000

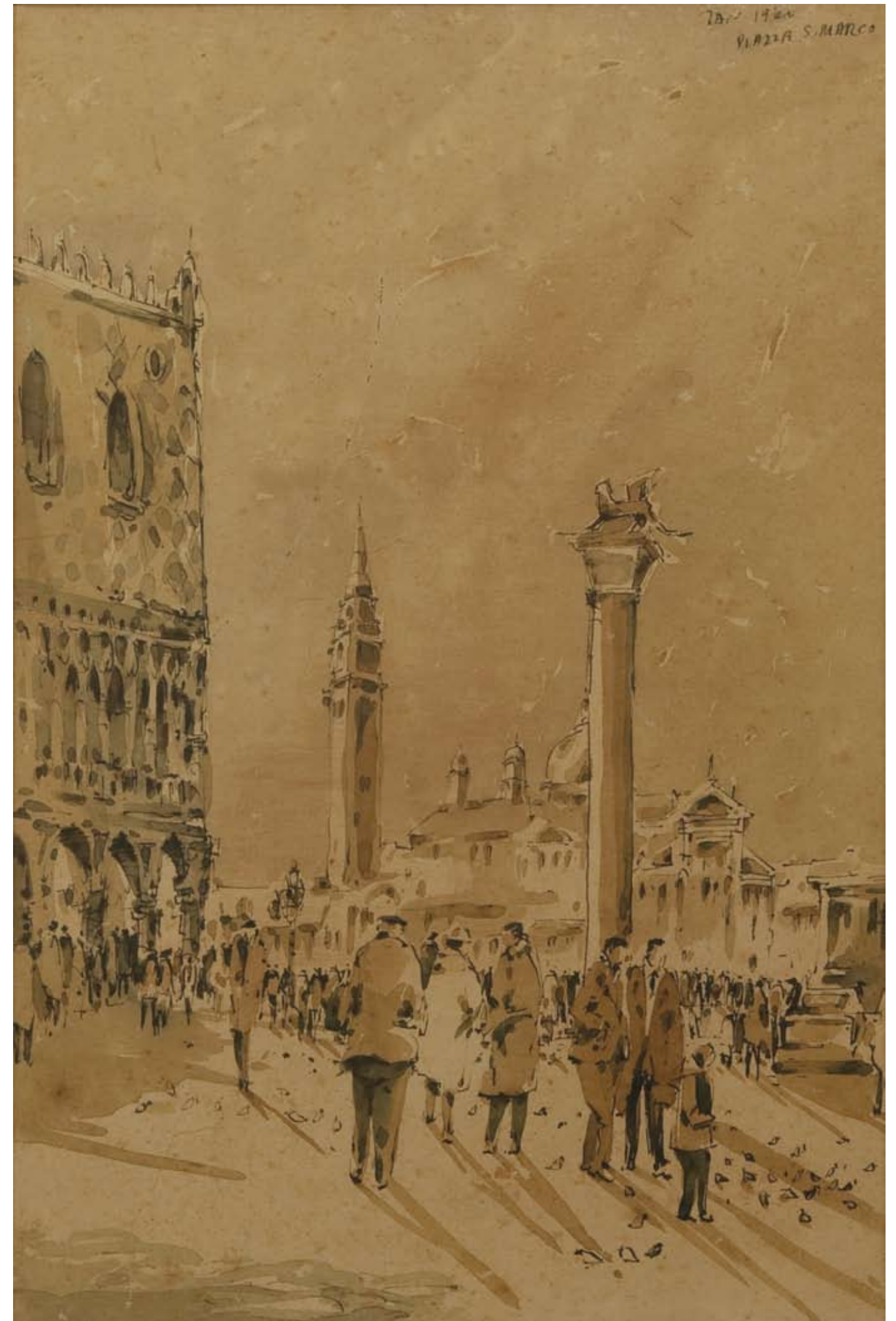
Private collection, Penang.

LITERATURE

The Art of Tan Choon Ghee (Cover essay by Ooi Kok Chuen, Georgetown Printers, 1997)
Tan Choon Ghee Retrospective (1957-1992). The Art Gallery Penang
A Tribute to Tan Choon Ghee (2009). Exhibition: Art Salon@SENI, KL November 15-December 20, 2009

Tan Choon Ghee is the master of the “decisive moment” capturing lively activities of people and places with uncanny flourish. Piazza S. Marco was done during an exchange programme awarded by the German Government in 1959-60, when he visited Venice and Amsterdam. In 1960, he was also teaching at the Peng Hwa High School, now the Penang Chinese Girls High School.

Educated Nanyang Academy of Fine Art, Singapore 1949-51; Slade School of Art, London 1957-59. German Government painting scholarship, Australian Government TV set design scholarship. Worked TV Singapore and TV Broadcast Ltd in Hong Kong before becoming fulltime artist. Retrospective (1957-2000) Penang State Art Gallery June 5-20, 2000; Retrospective (1957-1992) The Art Gallery (TAG) Penang; A Tribute to Tan Choon Ghee (TAG), 2001; A Tribute to Tan Choon Ghee (SENI@Art Salon, KL 2009).



15 Tan Choon Ghee
(b. Penang, 1930)

Golf By The Sea, 1974
Oil on board
117cm x 92cm
Signed 'Tan Choon Ghee 1974' bottom right

ESTIMATE
RM40,000-RM60,000

Private collection, Penang.
Commissioned by a private collector in Penang.

LITERATURE

The Art of Tan Choon Ghee (Cover essay by Ooi Kok Chuen, Georgetown Printers, 1997)
Tan Choon Ghee Retrospective (1957-1992). The Art Gallery Penang
A Tribute to Tan Choon Ghee (2009). Exhibition: Art Salon@SENI, KL November 15-December 20, 2009

This is an unusual subject in Tan Choon Ghee's repertoire of works as it was a commissioned piece. Without the title, one would not have suspected it is a golf course. The cliff, well covered with vegetation carved in concave strokes and with parched patches, gives the impression of a big hole while the golfers are featured as miniscule figures on a visible small triangle of greens.



Educated Nanyang Academy of Fine Art, Singapore 1949-51; Slade School of Art, London 1957-59. German Government painting scholarship, Australian Government TV set design scholarship. Worked at TV Singapore and TV Broadcast Ltd in Hong Kong before becoming fulltime artist. Retrospective 1957-2000, Penang State Art Gallery June 5-20, 2000. Retrospective 1957-1992, The Art Gallery, Penang. A Tribute to Tan Choon Ghee, January 2-February 28, 2001.

16 **Lim Kim Hai**
(b. Selangor, 1950)

Summer Morning, 1985
Watercolour on paper
48.5cm x 63cm
Signed 'K H Lim 85' bottom left

ESTIMATE
RM10,000-RM15,000

Private collection, Kuala Lumpur.

The work was one of four pieces painted by Lim Kim Hai in 1985, when visiting the father of a former classmate in Limoges, the capital of the Haute-Vienne department in the Limousin region in west-central France. It was an unusual watercolour piece by Kim Hai who now paints mainly in oil on canvas. It captures the sprawling countryside and dry vegetation with obvious benefits of modern amenities as shown by the telegraph poles leading to the cosy homestead. Limoges is the birthplace of Pierre-Auguste Renoir (1841-1919).



Educated Nanyang Academy of Fine Arts, Singapore, 1970-72; Ecole Nationale Supérieure Des Beaux Arts, Paris, France, 1975-80. Awarded Golden Award Salon des Artistes Français, Paris 1982; Silver Award Salon Internationale Du Val D'Or, France 1984; Salon de Mantes La Jolie, France, Rotary Club Award 1986; Prix Henri Lehmann – Peinture from Institut de France, Académie des Beaux 1986; Golden and Public Awards from 52e Salon des Beaux Arts, Enghien-les-Bains, France 1987. Has held solos in France, Russia, Jordan, China, Vietnam, Taiwan, Indonesia, Thailand, Singapore and Malaysia

17 Jolly Koh
(b. Singapore, 1941)

Lilac Landscape, 1982
Oil on canvas
69cm x 117.5cm
Signed 'Jolly Koh 82' bottom right

ESTIMATE
RM10,000-RM15,000

Private collection, Kuala Lumpur.

PUBLICATIONS

Artistic Imperatives (Selected Writings and Paintings) by Dr Jolly Koh (Maya Press, 2004)
Jolly Koh (Maya Press, 2008)

Lilac Landscape may refer to more than just the beauty of the natural physical world, with protean colours and panoramic sweep but also that of the human condition, of the feminine forms – lazy, laidback and slender. Done when based in Adelaide where he was teaching Art then, it plays on wave-like strokes with crescendo curls on either end to project sinuous shapes and movements, with tonal pastel shades for an ambiguous foreground-distance perspective.

This 1982 painting of the artist expresses the lyrical quality that is typical of Jolly Koh's work at its best.



18 Jolly Koh
(b. Singapore, 1941)

Palm Trees, 1995
Oil on canvas
122cm x 52cm
Signed 'Jolly Koh 95' bottom right

ESTIMATE
RM9,000-RM12,000

Private collection, Kuala Lumpur.

PUBLICATION
Artistic Imperatives (Selected Writings and Paintings) by Dr Jolly Koh (Maya Press, 2004)
Jolly Koh (Maya Press, 2008)

Palm Trees, with the predominant yellow and green of tropical vegetation, is multi-referential for all its inherent beauty - the totemistic thrust of the tree on the right, with its ramrod straight trajectory and its unfurling palm fronds on top with a suggestive cluster of coconuts. Painted back in his Adelaide base then, it also represents a surge of nostalgia at a time when he was making more forays back to Malaysia.

National Diploma in Design, Hornsey College of Art, London 1959-62; Art Teacher's Certificate, London University 1962-63; MSc Indiana University, USA 1970-72 (Fulbright scholarship). Ed.D, Indiana University, USA 1972-75. Teaching associate, Indiana University 1973-75. Teaching Art in Melbourne and Adelaide (1976-88). Senior lecturer MSC College (now SeGi) 2000-2004. 1st solo British Council Kuala Lumpur 1958.



19 | Kow Leong Kiang
(b. Selangor, 1970)

Island, 2003
Oil on canvas
34cm x 70cm (diptych)
Signed 'Kow Leong Kiang 2003' bottom right

ESTIMATE
RM5,000-RM8,000

Private collection, Kuala Lumpur.

LITERATURE
Penang Artists 1920's – 1990's (The Art Gallery, Editions: 1990, 1992. By Dr Tan Chee Khuan)

This diptych, which can be separate stand-alones as a portrait and a landscape, is from a series of experimental small works done because of ill health back in his studio in Kuala Lumpur after a sojourn in Terengganu.

He found these smaller works of 34cm x 35cm, which occupied him from 1999 to 2003, ideal for trying out techniques. In this, the figure, his favourite depiction of the innocent kampung girl, is larger than usual in terms of perspective with Pulau Perhentian in the backdrop. In placing her looking outside the left edge, a certain "lopsided" feeling is created, probably insinuating some emotional insecurity.

The work, which presages his Floating World Series (2003) and Silent Conversation Series (2005), was donated for a charity event to raise funds for the Aceh earthquake victims.



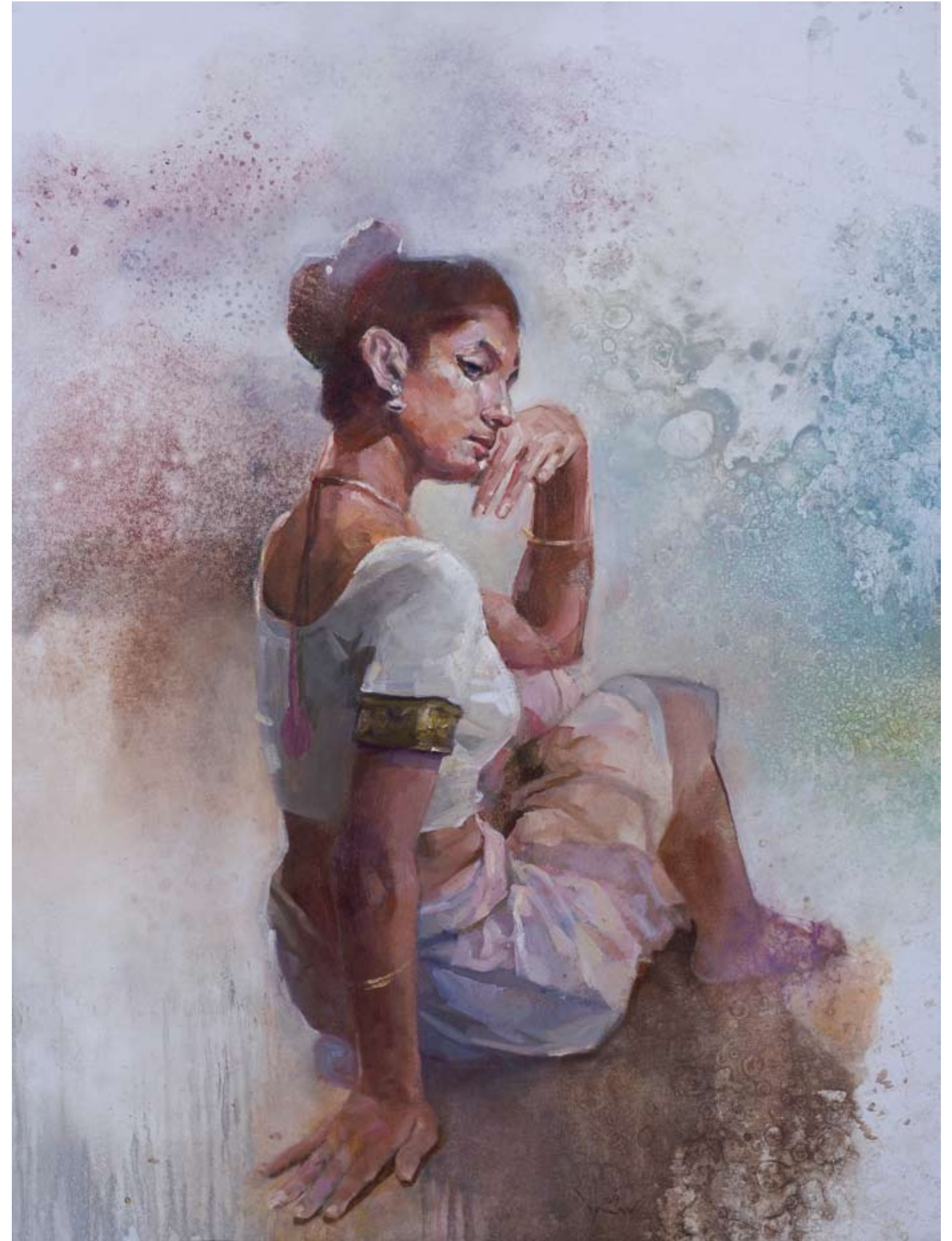
20 **Marvin Chan Yew Soon**
(b. Kuala Lumpur, 1972)

Radha Peeking Over Her Shoulder, 2009
Oil and resin on canvas
100cm x 75cm

ESTIMATE
RM4,000-RM6,000

Private collection, Penang.

This work is from Marvin Chan's Sutra Dance Series on portraying the 'Rasa' or spirit of the Odissi, and painted later as part of a project between the fklub* and the Sutra Gallery called F drawing. The theme is on the love play between Radha and Krishna.



Award-winning advertising practitioner who switched to fine art with first solo at the a2 Art Gallery in Penang called 'First Harvest' in 2007. Won Times Asia-Pacific Advertising Award 1999, e Kancil Award (Best Print) 2000, Cannes finalist for TV 2006. Freeman Fellowship, Vermont (partial grant 2007, alternate artist 2008-2010). BP Portrait Award 2009, Commonwealth connections art residency 2009.

21 Yee I-Lann
(b. Sabah, 1971)

The Writer's Portrait Series – Dr Farish A Noor: The Other Malaysia, 2004

Digital print on Kodak Endura paper; ed. 2/8

61cm x 61cm

Signed 'Yee I-Lann 2004' bottom right

ESTIMATE

RM2,500-RM4,000

Private collection, Kuala Lumpur.

Multi-talented Yee I-Lann's mostly photography-based works have a strong socio-political/anthropological thrust. This portrait on Dr Farish A Noor (born 1967), a prominent Malaysian political scientist cum human rights activist is part of her *Writer's Portrait Series* which features Farish Noor together with 11 others.

works have been shown at major museums including the Tate Modern in London and the National Gallery of Victoria in Melbourne, Australia. She set an auction record when her 2003 work, *Humindun* from the *Kinabalu Series* fetched HKD295,500 (RM117,000) at Christie's Hong Kong sale in May 2008.

Here, Dr Farish A Noor is garbed in Mid-Eastern clothing with an ancient map in the backdrop. The work is also used for the cover of his book, *Qu'ran and Cricket: Travels Through The Madrasahs of Asia and Other Stories* (Silverfish, 2009).

The Writer's Portrait' Series is Yee's attempt to create a collective communal portrait made up of a selection of Malaysian Muslim male writers who are strong public voices that address various socio-political, local and personal issues through their works. In a write-up that Yee released along with this body of works, she stated, "They are also writers that have a sensibility I admire, that comes from a deep love, respect and understanding of their community as well as an essential critical disposition that questions themselves and their community."

Yee is a painter, still photographer, film and art director, and was props buyer for the Hollywood films, *Anna And The King* and *Entrapment*. Her



22 John Lee Joo For
(b. Penang, 1929)

Man's State, 1963
Etching on paper; ed. 3/10
53cm x 39cm
Signed 'Joofor 63' bottom right

ESTIMATE
RM4,000-RM6,000

Private collection, Penang; acquired directly from artist.

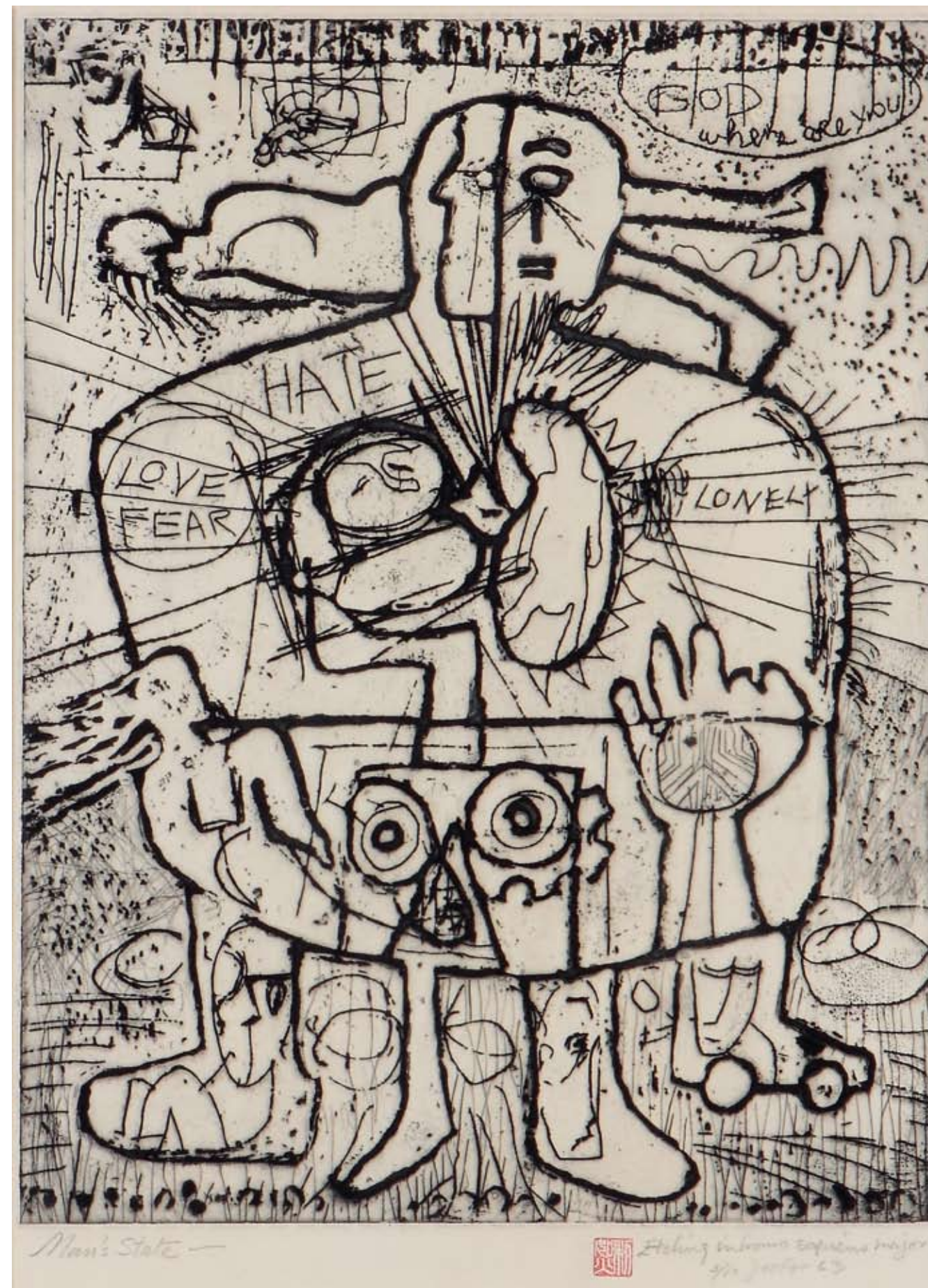
ILLUSTRATED
Page 65, *My Name Is Fire: The Art of Lee Joo For* (Exhibition: Lee Joo For, The Art Gallery Penang 1999)

LITERATURE
Lee Joo For Retrospective (Cover essay by Ooi Kok Chuen) (Exhibition: The Penang State Art Gallery, November 2008)
My Name Is Fire: The Art of Lee Joo For (Exhibition: Lee Joo For, The Art Gallery Penang 1999)
A Tribute to Lee Joo For (Exhibition: Art Salon @ SENI, September to November 2009)

Painter-playwright-producer (drama/musicals) cum printmaker, John Lee Joo For is highly praised for his graphic works in the 1960s by his peers. This work done during John Lee's studies at the Royal Academy in South Kensington, London, is full of aggravation, frustrations and depression as can be noted by the spitting words: Hate, Lonely, Love, Fear. All copies of this work have been sold. The work is way ahead of its time for its brutal directness and the graphic nature.

In an e-mail response about this work, John Lee said it was one of his favourite works. "No other artworks of mine resemble or repeat it."

Born in Penang, now based in Melbourne, where he still paints, does printmaking and writes poems besides staging theatre dramas and musicals, arguably the most successful being *The Call of Guadalupe*. Founder member of Thursday Art Group 1957 and Malaysia Art Circle, London 1961. Educated Brighton College of Art, England, 1957; Camberwell School of Art, London 1959-62; Royal College of Art, London 1962-63. Retrospective, The Art Gallery Penang 1995; Retrospective, Penang State Art Gallery 2008.



23 Zulkifli Yusoff
(b. Kedah, 1962)

Untitled, 1995
Charcoal on canvas
91cm x 91cm
Signed 'Zulkifli Yusoff 95' bottom right

ESTIMATE
RM6,000-RM8,000

Private collection, Kuala Lumpur.

LITERATURE
South East Asian Art Today (Roeder Publications, 1992)
Powerful Dialogue: The Art of Zulkifli Yusoff (The Art Gallery, Penang, 2000)

Zulkifli Yusoff is a latter-day Daumier for his Brave New Art using stylised caricatures to comment on socio-political events of the day. He often takes recourse to traditional Malay folklore and literature as moral lessons in his works. This work, an offshoot of his highly provocative *Power Series* on the use and abuse of power and all the political shenanigans, is drawn from the *Sejarah Melayu* centering on the courtship of Puteri Gunung Ledang by Sultan Mahmud of Malacca.



24 Jalaini Abu Hassan
(b. Selangor, 1963)

Lukisan Kertas Chap Reben, 1999
Mixed media on paper
76cm x 66cm
Signed 'Jai '1999 K.Lumpur' on right, one-third from the bottom

ESTIMATE
RM10,000-RM12,000

Private collection, Kuala Lumpur.

LITERATURE
Drawing With The Mind's Eye (Rusli Hashim Fine Art)

Jalaini Abu Hassan launched his large and bold drawings-like works with silhouette outlines and wash-and-stain effect, often with orange and yellow hues, in his Lifeform solo in 1996. They juxtapose natural plants like petai, brinjal and monkey cups with man-made utilitarian household objects such as bowls, cups, congkak (a mancala game), old kettles (kendi) and fish traps, striking similarities in the shapes and forms.



25 Lee Long Looi
(b. Kedah, 1942)

Company 4, 1984
Mixed media on paper
57cm x 38cm
Signed '1984 Long Looi Lee' centre right with seal

ESTIMATE
RM8,000-RM10,000

Private collection, Penang; acquired directly from artist.

ILLUSTRATED
Page 48, *Lee Loong Looi Retrospective 1997*, The Art Gallery, Penang

LITERATURE
Lee Long Looi Retrospective, 1997, The Art Gallery, Penang
(Included in forthcoming monograph *Voices of my art spirit – The Art of Lee Long Looi*, to be published by The Art Gallery, Penang, in October 2010)

This is an unusual full-bodied depiction of two female friends in contrasting white and black dresses, the latter being more dominant with her headdress pattern "flowing" with the drape at the bottom. Here, the emphasis is on the postures and the intimacy of the Oriental women with the fan and headgear rather than in the artist's usual depictions of heads with details of the dark gold-tinged rouged faces. Lee Long Looi is based in Miami and New Jersey in the United States and taught US-based Eng Tay and Lye Yau Fatt during his days as art teacher at Sin Min High School and Keat Hwa High School in Kedah.

Studied Nanyang Academy of Fine Art Singapore 1964, Art Students League, New York 1969-1970, Pratt Institute, New York, 1993. Solos in New York, Florida, USA and Canada since 1973. Retrospective, The Art Gallery Penang/Art Salon Kuala Lumpur May 1997. Won 1st Prize (watercolour) Washington Square Outdoor Art Exhibition award, 1981 and 1986, USA; Best Mixed Media, Fort Lauderdale, USA 1987; Best Mixed Media, Discovery 3-Artists, USA 1987; Best Mixed Media, Chicago Tribune 1992; 1st Prize (Mixed media) South Miami Hospital Art Exhibition 1994.



26 Lye Yau Fatt
(b. Kedah, 1950)

Don't Kiss Me 09, 2009
Acrylic on canvas
75cm x 95cm
Signed bottom right

ESTIMATE
RM10,000-RM12,000

Private collection, Penang; acquired directly from artist.

The whimsical title of this still-life is drawn from the two cherubic porcelain figurines on the left although dwarfed by the other objects, such as the Chinese famille-rose plate, the large but empty classical bird cage and the sea-shell cone. The objects, laid out on a classical antique table, tell about antiquity, Nyonya culture, life and something personal as the artist's father was an avid collector of sea shells.



1st solo at Sum Art Gallery in November 1979. Won Open Art Sculpture Award, PNB Watercolour Landscape Award and the Malaysian Watercolour Society Award 1985; Non-resident artist, Malihom 2002; Studied printmaking, New York. Solos at Sum Art Gallery in 1979 and 1980. In 1983 won 2nd Prize for Sculpture in the Open art competition at the Penang Museum Art Gallery. Took part in a three-man show with Eng Tay and Lee Long Looi, his secondary school art teacher, at the now defunct On-Tai Gallery in 1988.

27 Lye Yau Fatt
(b. Kedah, 1950)

Richness, 2008
Drybrush watercolour on paper
56cm x 76cm
Signed 'YauFattLye', centre bottom

ESTIMATE
RM9,000-RM10,000

Private collection, Penang; acquired directly from artist.

Dirty backlanes with drab peeled walls are the happy subjects of Lye Yau Fatt, who has resumed his highly textural drybrush odes of life after a hiatus. Backlanes can be of stark beauty, like this one showing a golden pumpkin, a pot of Chinese flower and a jar – all for good fortune, despite the rusty zinc doorway shade.



Inspired by teacher Lee Long Looi at Sin Min Secondary School in Alor Star. 1st solo at Sum Art Gallery in November 1979. Won Open Art Sculpture Award, PNB Watercolour Landscape Award and the Malaysian Watercolour Society Award; Non-resident artist, Malihom 2002; Studied printmaking, New York.

28 **Khalil Ibrahim**
(b. Kelantan, 1934)

Beach Vista, 1990
Watercolour on paper
57cm x 75.5cm
Signed 'Khalil Ibrahim 90' bottom right

ESTIMATE
RM8,000-RM9,000

Private collection, Penang.

A beach scene, most probably a composite image, with a menacing sky just by implications of colours shows an impending storm, if not already but even that has its own beauty. Despite the apparent calm of the waters, the sampans are left idle on the right, as it may be dangerous to go out to sea. A cluster of rocks, off centre, in the foreground acts as a patterning element and to create an interest from the dull sandy beach with the distant mountains afar standing like guardians.



Won Pahang State scholarship to study Art (National Diploma of Design in Fine Arts) at St Martins School of Art in London, 1960-63. Returned September 1966 and decided to become a fulltime artist. 1st double solo of London works and Malaysian batiks at Samat Art Gallery in 1970. He was also the first Malaysian to have a solo in Indonesia in 1970. Co-founder of the Malaysian Watercolour Society.

29 **Khalil Ibrahim**
(b. Kelantan, 1934)

Fishermen Series, 1993
Watercolour on paper
50cm x 69.8cm
Signed 'Khalil Ibrahim 93' bottom right

ESTIMATE
RM8,000-RM9,000

Private collection, Penang.

Khalil Ibrahim's paintings of fishermen at work are both a heroic motto of self struggle and independence as well as the communal spirit. Here, the nine figures, with all the musculature to show strength and sturdiness, are unified in their poses of working on the nets on the beach. One figure, bending over in side profile at the centre, steadies the rhythm while the focus shifts to the right to a figure facing viewer with an unusual dash of white on the face. The sea-sky veneer is pushed all the way to the back.

Khalil's Fishermen paintings in batik, watercolour and acrylic have its basis in a painting of fishermen pushing the boat which won the 2nd Prize in the Malayan Life national art competition sponsored by Lever Brothers in 1959.



Won Pahang State scholarship to study Art (National Diploma of Design in Fine Arts) at St Martins School of Art in London, 1960-63. Returned September 1966 and decided to become a fulltime artist. 1st double solo of London works and Malaysian batiks at Samat Art Gallery in 1970. He was also the first Malaysian to have a solo in Indonesia in 1970. Co-founder of the Malaysian Watercolour Society.

30 | Chang Fee Ming
(b. Terengganu, 1959)

Drying, 1984
Watercolour on paper
Signed 'F.M. Chang 1984' top left
56cm x 75cm

ESTIMATE
RM35,000-RM50,000

Private collection, Kuala Lumpur; acquired from the Malaysian Watercolour Society exhibition in 1984.

AWARD
Winner of One of Three Malaysian Watercolour Society 1984 Awards

ILLUSTRATED
Malaysian Watercolour Society catalogue, 1984

LITERATURE
The World of Chang Fee Ming (Essay: Ooi Kok Chuen, Edited by Garrett Kam, 1995)
The Visible Trail of Chang Fee Ming (Text by Christine Rohani Longuet/Chang Fee Ming, 2000)

This represents Chang Fee Ming's first major award-winning piece, as one of the three winners of the Malaysian Watercolour Society 1984 Awards, the other winners being Cheah Ewe Hoon and Chiang Soa Ling. The award came with a pewter plate and a RM500 cash prize. Chang won the award again in 1985.

In the artistic development of Fee Ming's oeuvre, this is a seminal work that hints at the beginning of the artist using batik motifs as the main theme and thrust of his later more mature works. The work of sarungs hanging by the rafters, showing its intricate patterns and colours of Nusantara, was his favourite theme of paintings on Terengganu in the years when he first started out.

This work is played out in geometric cells of horizontal parallels on the eaves and on the waist-high enclosure plank stilt house. A side drama of a mother bathing a child on top of a staircase fills the triangle on the right.

From here, Fee Ming went on to develop his signature style where batik motifs become the dominant feature in his paintings, and gained him much accolades and recognition in his career as an artist.



Awarded Malaysian Watercolour Society Award in 1984 and 1985; 1st Prize in the PNB Malaysian Art Competition in 1985; Gold and Overall Asean Prize in the Sime Darby Art Asia Competition in 1985; Minor Awards, Malaysian Young Contemporaries Award in 1986 and 1987; Two awards of Distinction, Rockport Publishers USA 1997; Dom Perignon Portrait of A Perfectionist Award, Malaysia 1999; Winsor & Newton World Millennium Painting Competition, Co-Winner Malaysian Category 1999. 1st solo at GaleriCitra, Kuala Lumpur 1987.

31 Tan Choon Ghee
(b. Penang, 1930)

At The Barber Shop, 1985
Watercolour on paper
37cm x 55cm
Signed 'Choon Ghee 1985' bottom left

ESTIMATE
RM5,000-RM6,000

Private collection, Penang; acquired directly from artist.

LITERATURE

The Art of Tan Choon Ghee (Cover essay by Ooi Kok Chuen, Georgetown Printers, 1997)
Tan Choon Ghee Retrospective (1957-1992). The Art Gallery Penang
A Tribute to Tan Choon Ghee (2009). Exhibition: Art Salon@SENI, KL November 15-December 20, 2009

An unusually crowded work of Indian barbers working at a Straits Eclectic terraced house front in Penang with a light mobile hawker cart and a trishaw with children seated inside. The typical elements of such houses are there – louvred shutters, bamboo blinds, a pair of large lanterns, makeshift altar on the side of a front pillar, decorative ceramic vents and mini cement staircases across the front drains.

All the front doors are ajar, indicating the people were out and about and a sense of comfort, security and community spirit, unlike nowadays when most front entrances are grilled up and the doors securely locked.



Educated Nanyang Academy of Fine Art, Singapore 1949-51; Slade School of Art, London 1957-59. German Government painting scholarship, Australian Government TV set design scholarship. Worked at TV Singapore and TV Broadcast Ltd in Hong Kong before becoming fulltime artist. Retrospective 1957-2000, Penang State Art Gallery June 5-20, 2000. Retrospective 1957-1992, The Art Gallery, Penang. A Tribute to Tan Choon Ghee, January 2-February 28, 2001.

32 Tan Choon Ghee
(b. Penang, 1930)

Kapitan Keling Mosque, 1982
Chinese ink and watercolour on paper
68cm x 45cm
Signed in Chinese bottom left

ESTIMATE
RM5,000-RM6,000

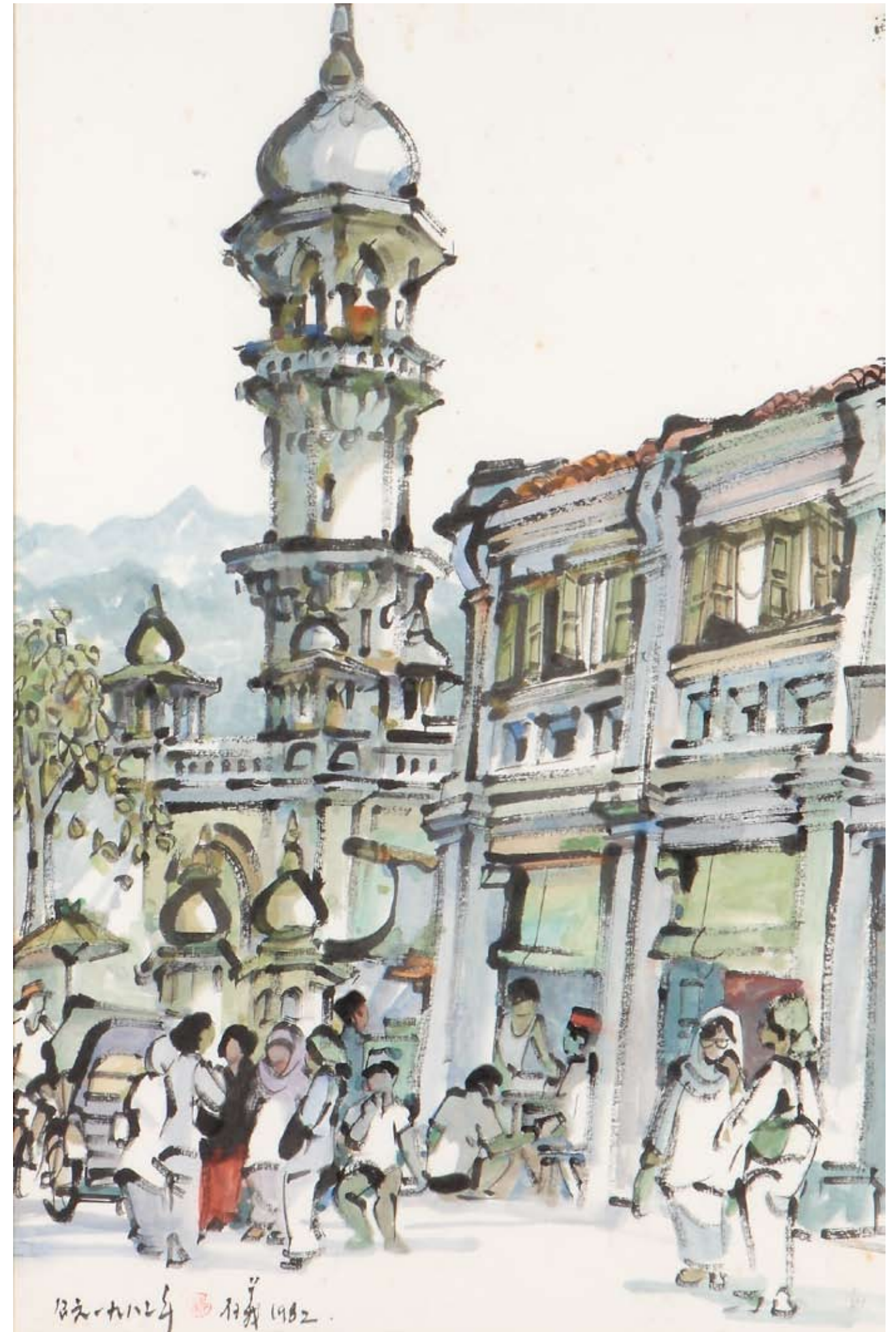
Private collection, Penang; acquired directly from artist.

LITERATURE

The Art of Tan Choon Ghee (Cover essay by Ooi Kok Chuen, Georgetown Printers, 1997)
Tan Choon Ghee Retrospective (1957-1992). The Art Gallery Penang
A Tribute to Tan Choon Ghee (2009). Exhibition: Art Salon@SENI, KL November 15-December 20, 2009

Kapitan Keling Mosque is one of Tan Choon Ghee's favourite subjects rendered in watercolour and Chinese ink, both media of which he is adept at. In most of these works, his accent is often the minaret, which was added during the 1930 renovations, and shown here with the adjacent buildings. The last renovation was done in 2003, mainly to circumvent drainage problems. The oldest historical mosque in Penang named after the Indian Muslim leader Caudeer Mohudeen, it takes its present shape with Mughal domes and turrets after a face-lift in 1910.

Educated Nanyang Academy of Fine Art, Singapore 1949-51; Slade School of Art, London 1957-59. German Government painting scholarship, Australian Government TV set design scholarship. Worked TV Singapore and TV Broadcast Ltd in Hong Kong before becoming fulltime artist. Retrospective 1957-2000, Penang State Art Gallery June 5-20, 2000. Retrospective 1957-1992, The Art Gallery, Penang. A Tribute to Tan Choon Ghee, January 2-February 28, 2001.



33 Tan Choon Ghee
(b. Penang, 1930)

KL Railway Station, 1987
Watercolour on paper
54.5cm x 37cm
Signed 'Choon Ghee 1987' bottom left

ESTIMATE
RM7,000-RM10,000

Private collection, Penang; acquired directly from artist.

ILLUSTRATED
Tan Choon Ghee Retrospective (1957-1992). The Art Gallery, Penang

LITERATURE
The Art of Tan Choon Ghee (Cover essay by Ooi Kok Chuen, Georgetown Printers, 1997)
A Tribute to Tan Choon Ghee (2009). Exhibition: Art Salon@SENI, KL November 15-December 20, 2009

The Kuala Lumpur Railway Station, built in 1910, is an eclectic combination of Moorish, Mughal, Indo-Saracenic/Neo-Saracenic features. It was once a major inter-city transport hub and was connected to places as far as Singapore and Thailand. The bustle shown in this work is no more as most of its operations have been decommissioned and taken over by KL Sentral in 2001. Tan Choon Ghee's sound draughtsmanship and his usual attention to details are apparent in this painting.

Educated Nanyang Academy of Fine Art, Singapore 1949-51; Slade School of Art, London 1957-59. German Government painting scholarship, Australian Government TV set design scholarship. Worked at TV Singapore and TV Broadcast Ltd in Hong Kong before becoming fulltime artist. Retrospective 1957-2000, Penang State Art Gallery June 5-20, 2000. Retrospective 1957-1992, The Art Gallery, Penang. A Tribute to Tan Choon Ghee, January 2-February 28, 2001.



34 Chia Yu Chian
(b. Johor, 1936-1991)

KL Street Scene (Lebuh Pudu), 1985
Oil on board
67.5cm x 80cm
Signed 'Yu Chian 1985' bottom left

ESTIMATE
RM18,000-RM20,000

Private collection, Kuala Lumpur; acquired directly from artist's family.

Works of Chia Yu Chian are often imbued with subtle messages even for an ostensibly innocuous Kuala Lumpur street scene painting. The Lebuh Pudu area is obviously a popular shopping hub, especially among the Chinese as can be seen from the prominent signboard advertising the Mona Hair Waving Saloon, and which has a side entrance on the right. The rambling architecture with canopies over the ground floor shop front is matched by the chaotic traffic situation in the public access area where cars vie with pedestrians for right of way.

This work depicting the lively junction of Lebuh Pudu and Jalan Tun H S Lee was done at a time when the area was earmarked for redevelopment, and was part of a series done by the artist then, documenting streetscapes and old buildings which he thought would soon be torn down. However, the Central Market in the vicinity survived demolition, being designated a heritage site, while Mona Hair Waving Saloon too, remains until this day.



Privately tutored by Chen Wen Hsi (1906-1992) but never studied at the Nanyang Academy of Fine Art, Singapore. 1st in Straits Settlement to get scholarship to study at Ecole Nationale des Beaux Arts de Paris, graduating 1962. Grand mural 'Life In Malaysia' for Malaysian High Commission in Paris. Sold-out first solo at British Council, Penang, 1963. Honourable mention, Salon des Independent and Societe des Artistes Francaise, Paris; Chia Yu Chian Memorial exhibition (National Art Gallery, KL, September to November 2002).

35 Kuo Juping
(b. China, 1908-1966)

Coffee Shop, 1963
Oil on canvas, laid on board
44cm x 59cm
Signed 'Juping' in Chinese, bottom right

ESTIMATE
RM10,000-RM15,000

Collection of The Art Gallery, Penang.

LITERATURE
Kuo Juping by Dr Tan Chee Khuan (Exhibition: Kuo Juping Memorial Exhibition, August 5-30, 1997)

Kuo Juping, like Yong Mun Sen, was a "grassroot artist". He was always there whether it be rubber estates, oil palm/cocoa plantations, padi-fields, kam-pungs or the makeshift outdoor hawker centres, depicting the economic activities and pastimes of all the races. Here, you can see the genesis of the unique hawker culture paintings popularised by his protégé Tan Choon Ghee. Till today, Penang-ites dine alfresco round the clock. The remarkable thing is how Juping plays on the rounded shape in the hawker shelter canopy, the cemented rings around the trees and the tables, whilst the jutting triangle on bottom left is repeated in the chair and the semi-circle canopy. A well composed work.



Former name Koay Seng Chye. Renamed Kuo Juping, after a water plant. Pioneer students under Lim Hak Tai, Nanyang Academy of Fine Art, Singapore in early 1941 but study disrupted by Japanese Occupation in December that year. Formed Penang Chinese Art Club in 1936 and Thursday Art Group in 1957.

36 **Yong Mun Sen**
(b. Sarawak, 1896-1962)

Bridge, 1948
Watercolour on paper
40cm x 48.5cm
Signed 'Mun Sen 48' lower left

ESTIMATE
RM12,000-RM15,000

Private collection, Kuala Lumpur.

LITERATURE
Page 12, *Yong Mun Sen Retrospective 1999* (Dr Tan Chong Guan, Penang State Art Gallery)
Social Responsibility in Art Criticism (or Why Yong Mun Sen is the Father of Malaysian Painting) By Dr Tan Chee Khuan

The two lone women figures, in tattered clothes, balancing a basket of unspecified produce on their heads on a rickety makeshift bridge exudes a rhythm of a precarious existence. The bleak landscape albeit rendered in somewhat bright hues could be that of a tin mine where new perils from the communist insurgency (Emergency, 1948) followed the upheaval of the Japanese Occupation (December 1941-September 1945). The 1948 period represented one of his high points when eight pieces of his works were exhibited in the Malayan Pavilion in the British Industries Fair in London, and he also held a solo exhibition called *Malayan Scenes* at the Victoria Memorial Hall in Singapore.



Malaysia's best-known pioneer artist cum photographer was born Yen Lang but changed his name to Mun Sen when he set up Tai Koon Studio in Penang 1922. He moved his shop to Penang Road in 1930 and renamed it Mun Sen Studio, with a branch in Northam Road in 1931. Co-founded the Penang Chinese Art Club 1936. Memorial Exhibition in Singapore (1966), National Art Gallery, Kuala Lumpur (March 1972) and Penang State Art Gallery (September 1972).

37 **Yong Mun Sen**
(b. Sarawak, 1896-1962)

A Horse Carriage, Malacca, 1953
Watercolour on paper
49cm x 64cm
Signed 'Mun Sen 1953' bottom right

ESTIMATE
RM18,000-RM30,000

Private collector, Penang; acquired directly from artist's family.
One of the 148 works listed in the collection of Yao Chew Mooi (Yong Mun Sen's widow) which were appraised by London firm Spink & Son.

ILLUSTRATED
Page 75, *Yong Mun Sen Retrospective 1999* (Dr Tan Chong Guan, Penang State Art Gallery)

The title is self-explanatory and records a more luxurious mode of transport in the pre-Merdeka years where Malacca, a Straits Settlement enclave, was bustling with more economic life. The artist caught the horse at feeding time, fortifying itself for the task ahead, with the seated carriage driver waiting patiently behind.

This is one of 148 works listed in the collection of Yao Chew Mooi, Yong Mun Sen's widow, which were appraised by London firm Spink & Son.



Malaysia's best-known pioneer artist cum photographer was born Yen Lang but changed his name to Mun Sen when he set up Tai Koon Studio in Penang 1922. He moved his shop to Penang Road in 1930 and renamed it Mun Sen Studio, with a branch in Northam Road in 1931. Co-founded the Penang Chinese Art Club 1936. Memorial Exhibition in Singapore (1966), National Art Gallery, Kuala Lumpur (March 1972) and Penang State Art Gallery (September 1972).

Golden Malacca, 1997
Oil on canvas
91.5cm x 122cm
Signed 'Peter Liew '97' bottom left

ESTIMATE
RM38,000-RM60,000

Private collection, Kuala Lumpur.

LITERATURE
Page 54-55, *Passage: Journey Into Landscape*

Golden Malacca represents one of the more powerful works from Peter Liew's major exhibition, *Journey Into Landscape*, and from his Malacca Series. It was his first major success after going full-time into painting again in October 1994. It was also a time when he started "sculpting" his paintings with the palette knife, which has become his trademark. Peter Liew has since gone painting all over the world – in the United States, New Zealand, China, Macedonia, France and more recently, Italy.



39 Fung Yow Chork
(b. China, 1918)

Malacca River, 1992
Oil on canvas
56cm x 60cm
Signed 'Yow Chork 92' bottom right

ESTIMATE
RM8,000-RM10,000

Private collection, Penang; acquired from The Art Gallery, Penang.

Fung Yow Chork is a self-taught artist noted for his plein-air paintings of fishing villages, river scenes and rural life that marked important impressions of the early days of the Klang Valley and Malacca. It was Zhong Baimu whom he met in Singapore who advised him to switch to oils.

This Malacca River work, with busy details of the anchored covered sampan and the towering buildings in the backdrop, is a later work from his earlier dalliance in recording the changing face on the Malacca River. Dubbed the Cezanne of the Melati Flats, Fung has not been painting for many years due to old-age ailments.



Arrived in Singapore from Guangdong in 1933, aged 14, before moving to Kuala Lumpur in 1956. Co-founder of the Selangor Art Society in 1954. Typesetter with a Chinese newspaper company until his retirement in 1977. 2nd prize 1st Merdeka Trade Fair Art Exhibition in Kuala Lumpur painting of flowers. 1st one-man show at Chin Woo Gallery, Kuala Lumpur, in 1981

40 **Yong Mun Sen**
(b. Sarawak, 1896-1962)

Singapore Waterfront, 1953
Watercolour on paper
49cm x 64cm
Signed 'Mun Sen 1953' lower left

ESTIMATE
RM18,000-RM30,000

Private collector, Penang; acquired directly from artist's family.
One of the 148 works listed in the collection of Yao Chew Mooi (Yong Mun Sen's widow) which were appraised by London firm Spink & Son.

ILLUSTRATED
Page 63, *Yong Mun Sen Retrospective 1999* (Dr Tan Chong Guan, Penang State Art Gallery)

This painting is both an interesting and important historical record, in so far that it showed the Singapore waterfront skyline when the only skyscraper then was the Bank of China (BOC) Building. In 1953, BOC Singapore Branch moved into a new 17-storey building at Battery Road, which was clearly the most imposing structure on the waterfront back then, as it towered over all other buildings in the area.

This is also one of 148 works listed in the collection of Yao Chew Mooi, Yong Mun Sen's widow, which were appraised by London firm Spink & Son.



Malaysia's best-known pioneer artist cum photographer was born Yen Lang but changed his name to Mun Sen when he set up Tai Koon Studio in Penang 1922. He moved his shop to Penang Road in 1930 and renamed it Mun Sen Studio, with a branch in Northam Road in 1931. Co-founded the Penang Chinese Art Club 1936. Memorial Exhibition in Singapore (1966), National Art Gallery, Kuala Lumpur (March 1972) and Penang State Art Gallery (September 1972).

41 | Lee Cheng Yong
(b. China, 1913-1974)

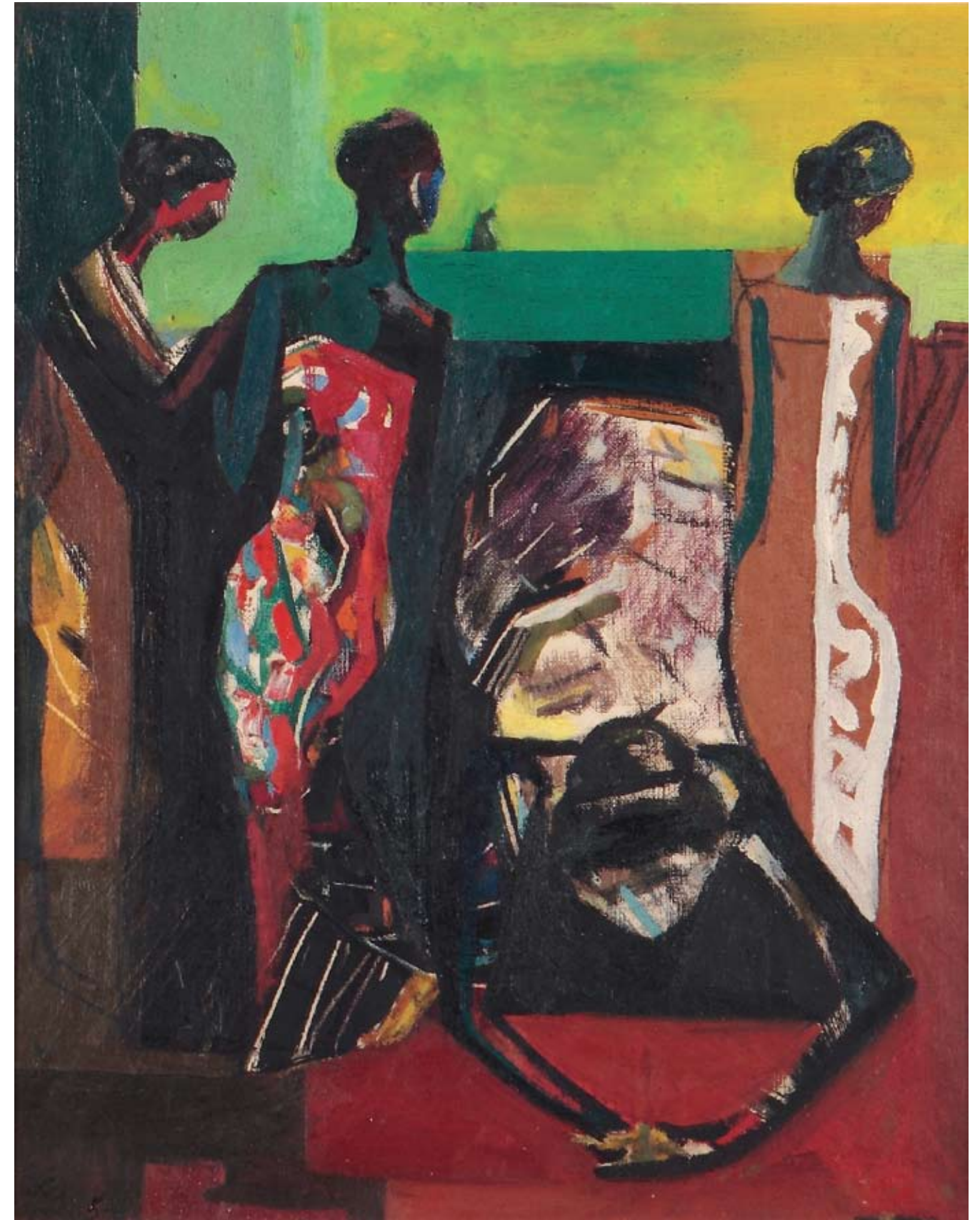
Friends, 1954
Oil on canvas, laid on board
75.5cm x 64.5cm
Signed bottom left

ESTIMATE
RM28,000-RM40,000

Private collection, Penang; acquired directly from artist's family.

LITERATURE
Lee Cheng Yong Retrospective (Curator: Dr Tan Chee Khuan), Penang State Art Gallery, January 20-February 17, 1996

Lee Cheng Yong is arguably the most versatile of the pioneer artists who also devoted his life to teaching Art, mostly at Han Chiang High School in Penang. This work is one of his earliest extant oil pieces, and reveals an appropriation of Paul Gauguin's Tahitian treatment of colours and raw depictions onto the Malayan Tropicana with the batik sarung designs. The three standing figures looking out to sea exude composure, with their hair done in a *sanggul* (bun-shaped), while a kneeling figure (apparently in prayers), faces viewer in the opposite direction, creates an unsettling feeling.



Studied Shanghai Academy of Fine Art 1927. Solo exhibitions in Penang 1931 and 1960 and Lee Cheng Yong Retrospective (Penang State Art Gallery, 1996). Art teacher, Chung Ling High School. Formed Penang Chinese Art Club 1936, elected first president.

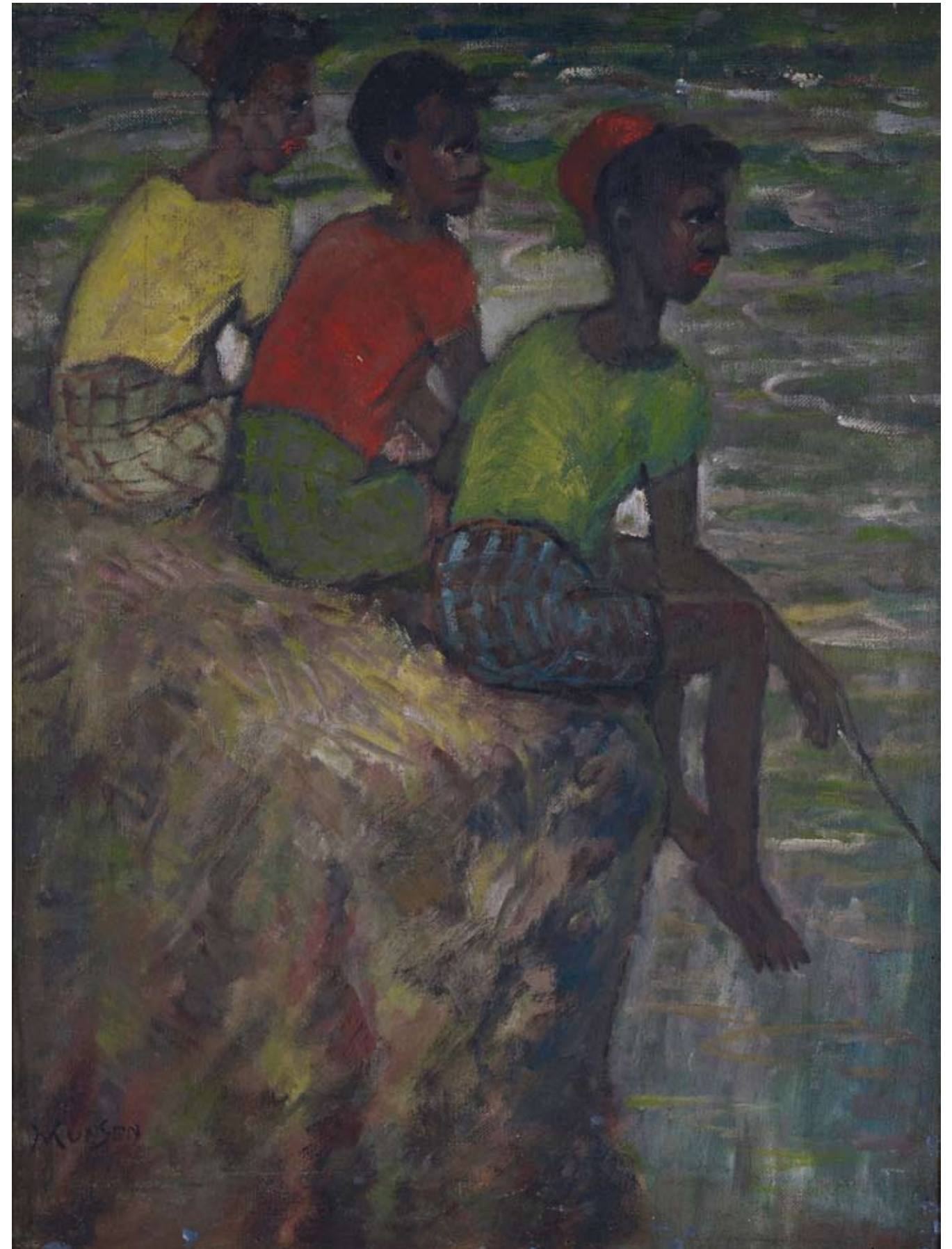
42 **Yong Mun Sen**
(b. Sarawak, 1896-1962)

Three Friends
Oil on canvas
60cm x 44.6cm
Signed 'Mun Sen' bottom right

ESTIMATE
RM35,000-45,000

Private collection, Kuala Lumpur.

Three Friends shows three youthful lads dangerously angling by the edge of a rocky promontory. The danger is suggested by the dangling legs of the figure on the right, indicating a certain height over the water's edge where the sarung-clad trio were seated. What catches the eyes first is the traffic-light colour scheme of yellow, red and green shirts of the boys and the fez (a red Turkish headgear which was probably a precursor to the songkok, also known as 'peci' in Indonesia) worn by the flanking figures, with rouged lips.



Malaysia's best-known pioneer artist cum photographer was born Yen Lang but changed his name to Mun Sen when he set up Tai Koon Studio in Penang 1922. He moved his shop to Penang Road in 1930 and renamed it Mun Sen Studio, with a branch in Northam Road in 1931. Co-founded the Penang Chinese Art Club 1936. Memorial Exhibition in Singapore (1966), National Art Gallery, Kuala Lumpur (March 1972) and Penang State Art Gallery (September 1972).

43 Zheng Yuande
(b. Selangor, 1960)

Three Chinese Actors, 1986
Oil on board
79cm x 44cm
Signed bottom right

ESTIMATE
RM15,000-RM20,000

Private collection, Kuala Lumpur.

Zheng Yuande alias Tay Guan Teik is a master of the chiaroscuro drawings depicting the ill-lit back scenes of the disappearing Chinese Opera. He used to follow these troupes on their itinerary early on, as a social record of their drab stage lives as well as a waning cultural tradition fighting a losing battle against television and other modern entertainment devices. *Three Chinese Actors* shows the actors resting behind the illuminated stage, effete, bored and forlorn amidst the sparse props. The original Chinese title called *Endless Waiting* tells the story even more vividly.

Zheng makes his solo debut in the exhibition, *Other World: Glimpses of Chinese Opera*, at the Australian High Commission in Kuala Lumpur in 1988.

Studied Malaysian Institute of Art 1977-78; Kuala Lumpur College of Art 1979; One-year programme, Drama, Fine Arts and History, National Institute of Arts, Taiwan 1988-89. Rimbun Dahan artist's residency 1994; Minor Award, Young Contemporary Artists 1984; Minor Award, Malaysian Art Open 1994.



44 Mohd. Hoessein Enas, Dato'
(b. Indonesia, 1924-1995)

Javanese Girl, 1954
Oil on canvas
51cm x 38cm
Signed 'Hoessein '54' bottom left

ESTIMATE
RM68,000-RM80,000

Private collection, Penang; acquired through The Art Gallery, Penang.
Private collection, Penang; acquired from Christie's South East Asian Pictures Sale in Singapore, March 1996

EXHIBITED
Arts Council of Malaya Picture Exhibition, June 1954, exhibit 538

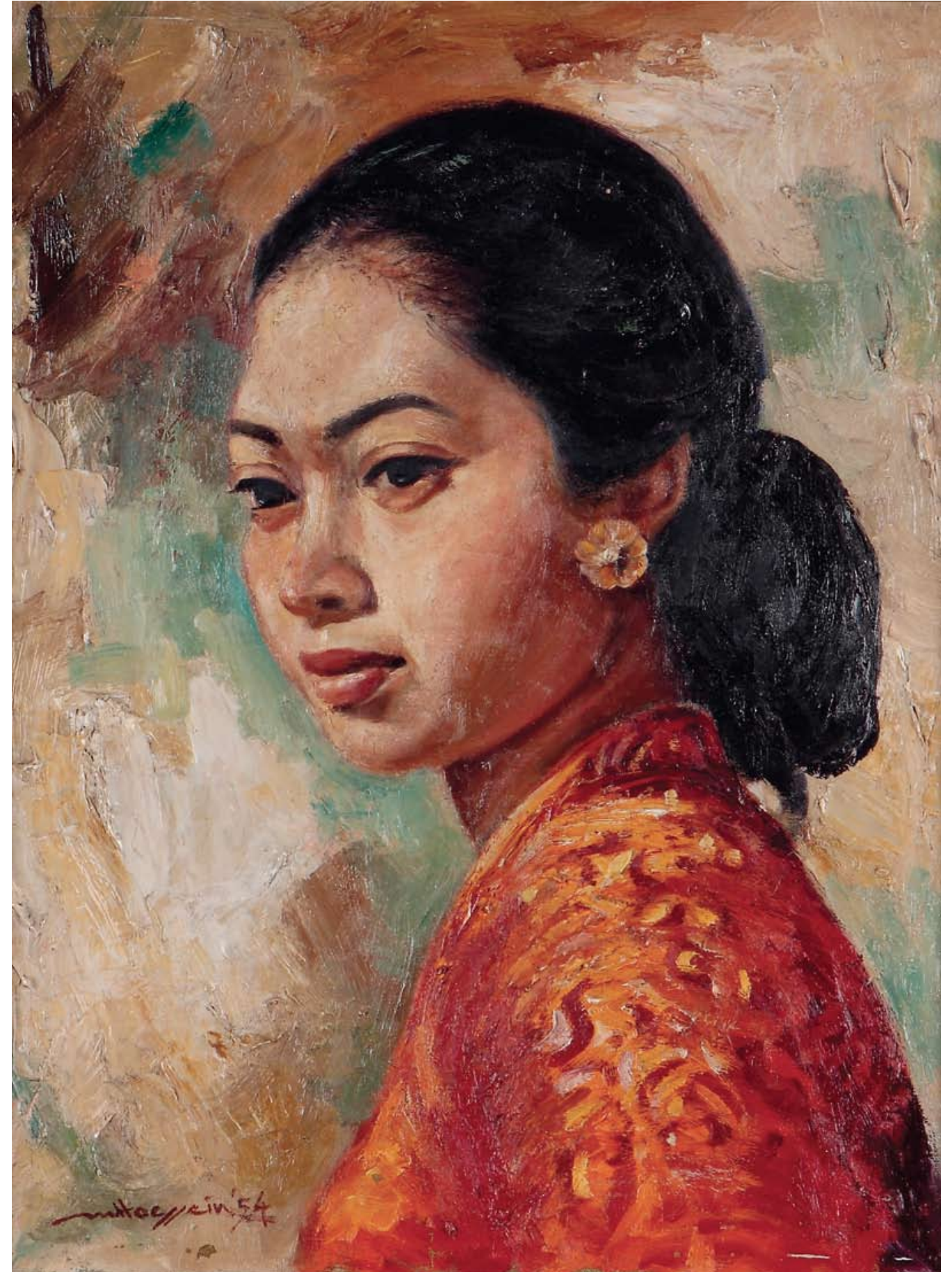
ILLUSTRATED
Page 62, *The Life and Art of Dato' M. Hoessein Enas* (The Art Gallery, 1999)
Pioneers of Malaysian Art (Dr. Tan Chee Khuan, The Art Gallery Penang, 1994)
Lot 167, Christie's Singapore South East Asian Pictures Sale catalogue (March 31, 1996)

This work was first exhibited at the Arts Council of Malaya Picture Exhibition in June 1954 and later sold at Christie's Singapore South East Asian Pictures Sale on March 31, 1996.

Hoessein was always attracted to nubile Javanese beauty which also reflected his Javanese roots, and thus this picture of a fetching Javanese girl with a floral earring stud and her body in side profile. At that time, he was working as assistant controller in the Aboriginal Affairs Department.

Here, the artist's naturalistic portrayal of the Javanese beauty with the modern and abstract brushwork in the background created a lively and exciting contrast not often seen in his other portraiture paintings.

1st solo at the Charniel Gallery, Chelsea, London, 1960; 1956 Citizen of Federation of Malaya; 1956 formed Angkatan Pelukis Semenanjung (later SeMalaysia), which he headed until 1964. Also co-founded Angkatan Seni Rupa Indonesia (Asri) in Medan and was its first president in 1944. Commissioned to paint 56 paintings for Shell Group of Companies 1963. Retrospective, National Art Gallery, 1966. Won Unesco Fellowship and Asia Foundation Grant 1960, US Fellowship 1969, Colombo Plan 1968 and 1976. Conferred Royal Portrait Painter title by Sultan of Selangor 1990. 1991 Awarded 'Datoship' by Sultan of Selangor.



45 Chuah Thean Teng, Dato'
(b. China, 1912-2008)

Mother With Children, circa 1986

Batik

85.5cm x 85.5cm

Signed 'Teng' bottom right

ESTIMATE

RM80,000-RM100,000

Private collection, Kuala Lumpur; acquired from a former neighbour of the artist.

Private collection, Penang; acquired directly from artist.

LITERATURE

Art and Artists of 20th Century China (Prof Michael Sullivan)

Dato' Chuah Thean Teng Retrospective (Exhibition, Penang State Art Gallery; curator: Dr Tan Chong Guan, 1994)

Dato' Chuah Thean Teng had adopted the Mother-and-Child theme, also a favourite of British sculptor Henry Moore, as one of the main focus in his works, to reaffirm the sacrifices and love of his mother. Even Teng's children recalled that since young, their father was always telling them about the unconditional love of his mother and this emphasis on a mother's love was constantly being translated right in front of their eyes into paintings, from as early as the 1940s until his death in 2008.

Teng's Mother-and-Child works first gained world-wide recognition with his painting, *Two of a Kind*, depicting two mothers with children in their arms, accepted by the United Nations for the design of UNICEF 1967 Christmas cards. It was the first time a Malaysian artist's painting was accepted by the world body. The painting remains in the family's collection until today.

In this classic work of Teng along his favourite theme, as always, the gestures and postures were composed to show great maternal affection, as the mother lovingly feeds her infant, while her other child looks on.



Educated Xiamen (Amoy) Art Institute, China (uncompleted). Moved to Penang 1926. World acknowledged founder of Batik Painting. Retrospective National Art Gallery 1963, Retrospective Penang State Art Gallery 1994, and Memorial exhibition 2008. Awarded Dato'ship by Penang State Government 1998. Made political woodcuts under pseudonym Choo Ting during Japanese Occupation. Set up Yahong Art Gallery, Batu Ferringhi in 1974.

46 Kuo Juping
(b. China, 1908-1966)

Kampung
Oil on board
56cm x 39cm
Signed in Chinese bottom right

ESTIMATE
RM12,000-RM15,000

Collection of The Art Gallery, Penang.

LITERATURE
Kuo Juping by Dr Tan Chee Khuan (exhibition: Kuo Juping Memorial Exhibition, August 5-30, 1997)

Kuo Juping was committed to painting despite having to run his father's import-export business (Sin Guan Thye Company in Victoria Street, Penang). He never sold a single painting during his lifetime and signed his canvas only in Chinese, but someone later added a signature in English, probably to boost the value of the works. Sometimes, he would not sign and sometimes he would add a Chinese seal chop (Dr Tan Chee Khuan, Kuo Juping Memorial Exhibition, Penang State Art Gallery, August 5-30, 1997)

In this painting, the three trees clustered together separate the atap-roof stilt houses, providing a shade and also indicating how tall the houses were. The direction of the three wooden ladders fanning upwards leads the eye in a play of slopes and triangles.



Former name Koay Seng Chye. Renamed Kuo Juping, after a water plant. Pioneer students under Lim Hak Tai, Nanyang Academy of Fine Art, Singapore in early 1941 but study disrupted by Japanese Occupation December that year. Formed Thursday Art Group and Penang Chinese Art Club in 1936.

47 Chuah Seow Keng
(b. Kelantan, 1945)

Rural Life, 2002
Batik on fabric
58cm x 88cm
Signed 'S.Keng 02' bottom right

ESTIMATE
RM12,000-RM16,000

Private collection, Penang.

Chuah Seow Keng specialises in complex mosaic compositions with a stylised interplay of organic and geometric forms in batik. He is also adept at making fibreglass sculptures and Chinese brush paintings in bold abstract splotches. Apart from painting, he mainly handles the art and antiques business aspects of Yahong Art Gallery, sourcing works from China, Thailand and Indonesia.



Awarded a scholarship to study at the Suddeutsche Kunststoff-Zentrum in Würzburg, Germany in 1968. Commissioned to create fibreglass murals for Malaysia-Singapore Airline offices in Ipoh and Penang, as well as the Bank Negara crest which is now in its Penang office. He and his brothers were featured in a German Transtel documentary on batik painting demonstration in 1974. Images of two batik paintings, *Fish* and *Rural Life*, selected for Unicef greeting cards in 1988; Awarded Certificate of Excellence, Outstanding Achievement, at the Altitudes 7th International Art Competition in New York, USA. Overseas solo exhibitions in Europe, Japan, Australia and Canada.

48 **A.B. Ibrahim**
(b. Kedah, 1925-1977)

Kampung Scene
Watercolour on paper
35.5cm x 26.5cm
Signed 'A.B. Ibrahim' bottom left

ESTIMATE
RM3,000-RM4,000

Private collection, Penang; acquired through The Art Gallery, Penang.
Private collection, Penang; acquired directly from artist's family..

Ibrahim Abu Bakar or better known as A.B. Ibrahim was a prodigious self-taught watercolour artist who used simple strokes. Because of this, fakes of his works surfaced from the 1970s although this work was sourced directly from the family by a private collector in Penang. This work with fine outlines is typical of the artist's style and his favourite subject of seaside kampung vistas.



Four of his brothers Hassan, Kechik (Chik), Ahmad and Yusuf were all artists while daughter Faridah studied graphic design. He shared with A.J. Rahman the Warna Art Studio at No. 5 Jalan Masjid India, Kuala Lumpur and a warung kopi, also with Saidin Yahya in 1946. Enlisted to draw propaganda for the Japanese during WWII, saving him from being sent to the River Kwai-Burma Railway project. Took part in 2nd exhibition of the Society of Malay Artists, Singapore in 1951.

49 **Tew Nai Tong**
(b. Selangor, 1936)

Countryside, 1992
Oil on canvas
76cm x 101cm
Signed 'Nai Tong', off bottom right

ESTIMATE
RM16,000-RM24,000

Private collection, Kuala Lumpur.

LITERATURE
Tew Nai Tong Retrospective (Exhibition: Tew Nai Tong Retrospective, National Art Gallery, Kuala Lumpur, 2007, Curator: Tan Tong)

In Tew Nai Tong's works, cow herders and cows often have a close affinity, blending with the natural landscape. The grazing ground is quite sparse with small clumps of green on the tree on the right. The branches whip back with a tentacle spreading to the left, suggesting movement.

"Cows and buffaloes, depicted humpbacked like walking Minangkabau roofs, are decked in an array of technicolour dreamcoats – blue, yellow, black, white... They are not only diligent and hard-working, they make good companions as well in the deserted green yonder."

- Ooi Kok Chuen, *Nanyang and Beyond: Last of the Nanyang Heroes*, Tew Nai Tong Retrospective 2007



Previously known as Chang Nai Tong. Educated Nanyang Academy of Fine Art, Singapore 1957-58; Ecole Nationale Supérieure des Beaux Arts, Paris 1967-68. Adviser, Contemporary Malaysian Watercolourist Association; 1st solo British Council, Kuala Lumpur 1964. 2nd Prize Chartered Bank Mural Design Competition 1964; Shell Watercolour Award 1981; Best Award, Esso 1982; Dunlop Watercolour Award 1983; Grand Prize Asia Art Award (Malaysia) 2009, Seoul. Retrospective, National Art Gallery (2007)

The Red Bull, 2009
Batik on fabric
114cm x 90cm
Signed 'S.Teng' bottom left

ESTIMATE
RM18,000-RM28,000

Private collection, Penang.

Chuah Siew Teng, also known as 'Small Teng' to differentiate from his more illustrious batik art founder father Dato' Chuah Thean Teng, is the most versatile of his children. His depiction of the bull with frontal legs upraised, and a ferocious "red" one at that, plays on the unbridled strength and the mythic lore of the animal that has become a central force in the works of artists such as Pablo Picasso and John Lee Joo For. The backdrop's thick-et-like patterns are for ornamentation as well as to show the wild nature but the frame put around it is a restrictive and taming leash on it. The bull is also a personification of man's dual nature and beastly bent.

In response to enquiries from Henry Butcher Art Auctioneers, the artist said that inspiration for this work came at a time when the economic situation for the country seemed bleak and he felt moved to create a work about releasing the "bull".



Studied Graphic Design Ravensburne College of Art, London 1965-66; Fine Arts at the City & Guild Art School, England. Winner Art Prize North Malaysia Open Art Show in 1961-63; Certificate of Merit, Joy of Living national art competition 1964; 3rd Prize in national art competition 1965; Lectured on batik technique in London (1966) and Western Australia (1975). Image of batik painting, The Monkeys, selected for Unicef greeting cards in 1992. First one-man show at the Lower Gallery, London, 1967. He and his brothers were featured in a German Transtel documentary on batik painting demonstration in 1974.

51 **Khalil Ibrahim**
(b. Kelantan, 1934)

Untitled
Batik collage (demonstration piece)
104cm x 92cm
Signed 'Khalil Ibrahim 82' bottom right

ESTIMATE
RM8,000-RM12,000

Private collection, Kuala Lumpur; acquired directly from artist.

Khalil Ibrahim was experimenting with batik from late 1968 until the late 1970's, giving demonstrations in many locations including Australia, Singapore, Paris (Maisons et Jardins) and Germany (Cologne). He picked up the batik techniques himself in Kelantan and from a supplier of batik dyes but infused figuratives into it. While he did play on the cracked and crinkled effects prevalent in batik paintings, he also dabbled with using cut newspapers to shape textures as collage. Although this collage technique was first developed by Seah Kim Joo, who is now in Singapore, Khalil was working independently and separately.

Khalil, who is noted for his batik portraits of women, plays more on tonal gradations, perhaps hinting of a face in this painting done during a demonstration.



Won Pahang State scholarship to study Art (National Diploma of Design in Fine Arts) at St Martins School of Art in London, 1960-63. Returned September 1966 and decided to become a fulltime artist. 1st double solo of London works and Malaysian batiks at Samat Art Gallery in 1970. He was also the first Malaysian to have a solo in Indonesia in 1970. Co-founder of the Malaysian Watercolour Society.

Abstract In Red, 1982
Acrylic on canvas
86.5cm x 81.5cm
Signed bottom right

ESTIMATE
RM15,000–RM20,000

Private collection, Kuala Lumpur; acquired directly from artist.

This painting from an unusual batch of works came during a period of re-experimenting with abstracts although he had been doing that during his London student days and the immediate years thereafter. The stimulus is still very much figurative, and it is interesting as the Matisse-like flat colour planes were adopted in his later figure works. He is believed to have painted six such “abstract” works as an interim distraction and also to experiment for new visual inspirations.



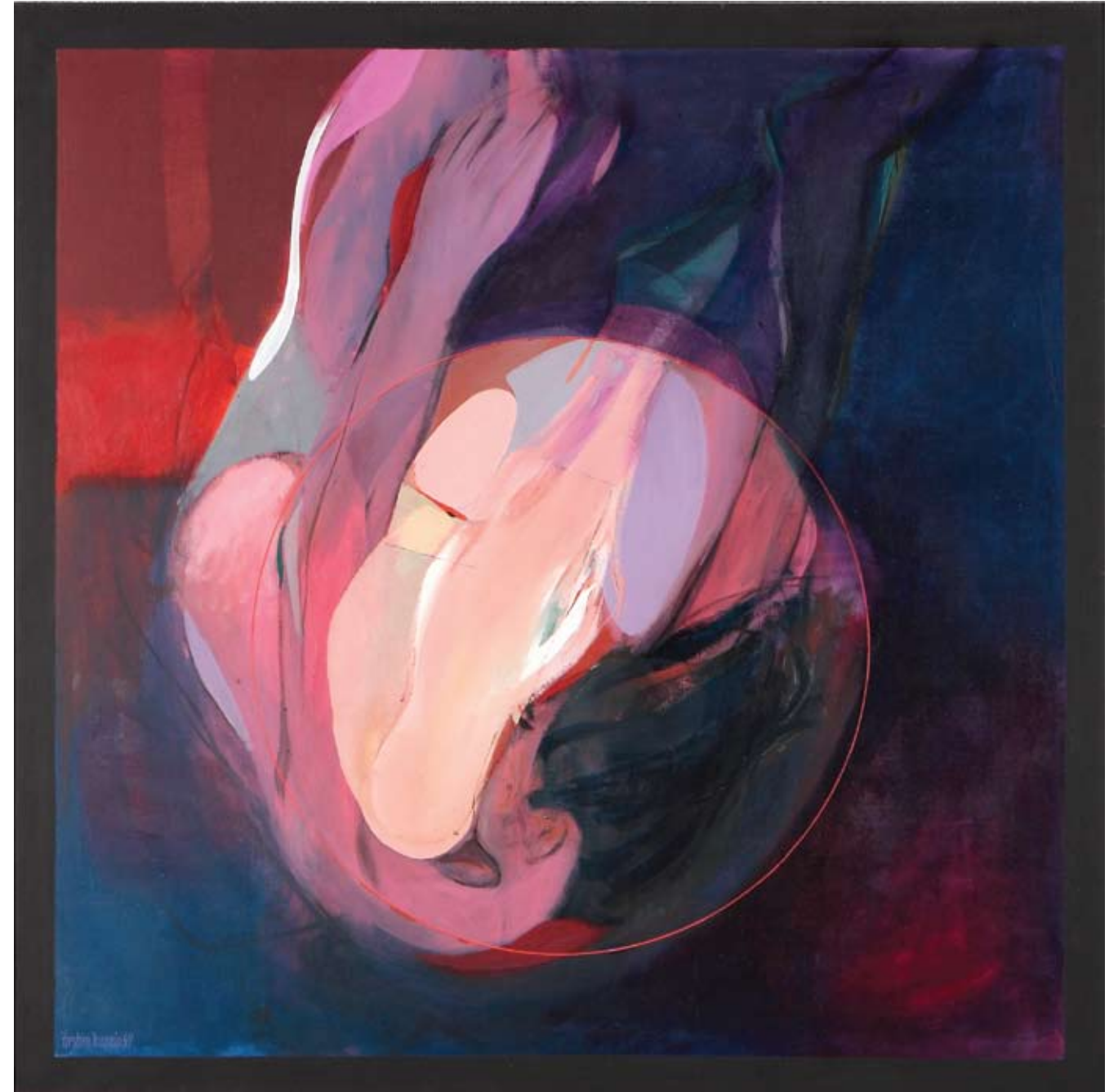
53 Ibrahim Hussein, Datuk
(b. Kedah, 1936-2009)

The Dream, 1969
Acrylic on canvas
121cm x 121cm
Signed 'Ibrahim Hussein '69', bottom left

ESTIMATE
RM300,000-RM400,000

Private collection, Kuala Lumpur; acquired through Cheffins UK.
Collection of Casper and Ann Kamp, The Netherlands; acquired directly from artist.

LITERATURE
Ibrahim Hussein Retrospective, National Art Gallery, 1986
Ibrahim Hussein, Exhibition pamphlet, Universiti Malaya, 1971



Born Yan, Kedah, 1936. Educated Byam Shaw School of Drawing and Painting, London 1959-63; Royal Academy, London, 1963-66. Exhibition with Andy Warhol and Salvador Dali in Kuwait, 1977; Retrospective, National Art Gallery, Kuala Lumpur, 1986, Triple Datoship awards, the Japan Foundation Cultural Award (1981), Venezuela's Order of Andres Bello (1993), Chile's Order of Bernardo O. Higgins (1996), World Economic Forum's Crystal Award (1997), and Anugerah Tokoh Melayu Terbilang (2007).

*"I am always driven by movement.
Every living thing moves, moving in space and in time.
Human movements come in various forms, on the foot-
ball playing field they move with great determination
to overcome their opponents, in a conflict they move
with hatred with the intention to kill, in love the lovers
move with love to show zuriat."*

– Ibrahim Hussein, 1969.

It is rare indeed to find a painting by Datuk Ibrahim Hussein, popularly known as Ib, especially one from his early 1969-70 vintage period that somehow eluded documentation.

The Dream sits with a great creative splurge that saw breathtaking masterpieces such as *Pak Utih*, *Chairil Anwar*, *My Father And The Astronaut*, *May 13 1969*, *Are You Alone Out There?*, *Senyum Seorang Monyet*, *Aku Dan Aku*, and the missing *Lebai Malang*.

The smooth luminous strokes and colour palette are consistent with Ib's métier then, but the comparative detail to what is ostensibly a feminine head is unusual.

The work also incorporates collage strips in the central area.

A probable companion piece to this composition of arched figures clasped in an intimate position is the work, *Nude* (renamed *The Kiss*) of the same year.

The Dream was acquired by Dutchman Casper Kamp and his late wife, Ann, from the artist around the early 1970s when he was an artist-in-residence at Universiti Malaya (UM). Ib's tenure was from 1970 to 1977. The Kamps had taken the work wherever Casper was posted to – Pakistan (1972), New York (1976), Vietnam (1978), Laos (1981), Sri Lanka (1984), Thailand (1986), Indonesia (1990), and finally Britain (1996).

"In 1969, just before May 13, my wife and I arrived in Kuala Lumpur, where I was going to work for the United Nations, in Jalan Freeman (subsequently, I believe, named Jalan U Thant). Since we were interested in art, we visited exhibitions and soon got to know the work of Ibrahim Hussein which we particularly liked. We went to several of his exhibitions and also got to know (him) personally. I also remember watching a long film he made about his visit to the USA. On one of these occasions - in 1970 or 1971 - we bought *The Dream*."

Mr Kamp said he could not recall for sure but vaguely remembers that they bought the painting at an exhibition at Universiti Malaya. The Kamps left Malaysia in 1972.

Following the death of his wife, Mr Kamp sold the painting through Cambridge-based Cheffins UK to a private collector, who has brought the painting back to its home shores, after nearly 40 years.

Mr Kamp, in an e-mail response to enquiries from the Henry Butcher Art Auctioneers, said that he personally knew Ib and was even treated to a special viewing of the artist's avant garde film, believed to be *Rolling Moments*, USA, shot with a 16mm cine camera during his 1968-69 stint in New York. There, Ib held two solo exhibitions at Newsweek Gallery 10 and Galerie Internationale.

Lovers' Dance, 1988
Oil on canvas
90cm x 90cm
Signed 'Sui Hoe' bottom right

ESTIMATE
RM30,000-RM40,000

Collection of Jan van der Heijden and Maggie Wong, Penang; acquired from The Art Gallery, Penang.

ILLUSTRATED
Page 175, *200 Malaysian Artists* (Dato' Dr Tan Chee Khuan, The Art Gallery, 2002)

LITERATURE
The Painted World Of Khoo Sui Hoe, Khoo Sui-Hoe Retrospective (Penang State Art Gallery, 2007)
200 Malaysian Artists (The Art Gallery, 2002. Compiled by Dato' Dr Tan Chee Khuan)

Dubbed a Symbolist, Khoo Sui Hoe is known for his Shadow Man figure types in dream situations in surreal landscapes of the mind. *Lovers' Dance* is a celebration of gestures extracted from dance. It is a unique double painting in that the new image in oil was painted over a previous work in acrylic from his Rock Series.

Sui Hoe works from his reams of copious sketches over time, and to keep close to the moods and thoughts sometimes project them in enlarged versions from transparencies, but ever conscious of the flow of lines.

Lovers' Dance with two figures in profile silhouette but set apart by silky light brown tonalities against an idyllic littoral setting tells of the rhythm of a romantic interlude.

The work was made when he settled down in Houston, Texas, and is believed to have been featured in exhibitions at the Houston Center II in 1988 and Singapore's Outram Park in 1990. In 1988, he was also included in the Contemporary Paintings of Malaysia exhibition at the Pacific Asia Museum in Pasadena, California.

Sui Hoe presently resides between Jacksonville, Arkansas, USA, and Penang, Malaysia.



Siri Tari (Dance Series), 1991-92
Acrylic on canvas
152cm x 121.5cm

ESTIMATE
RM50,000-RM70,000

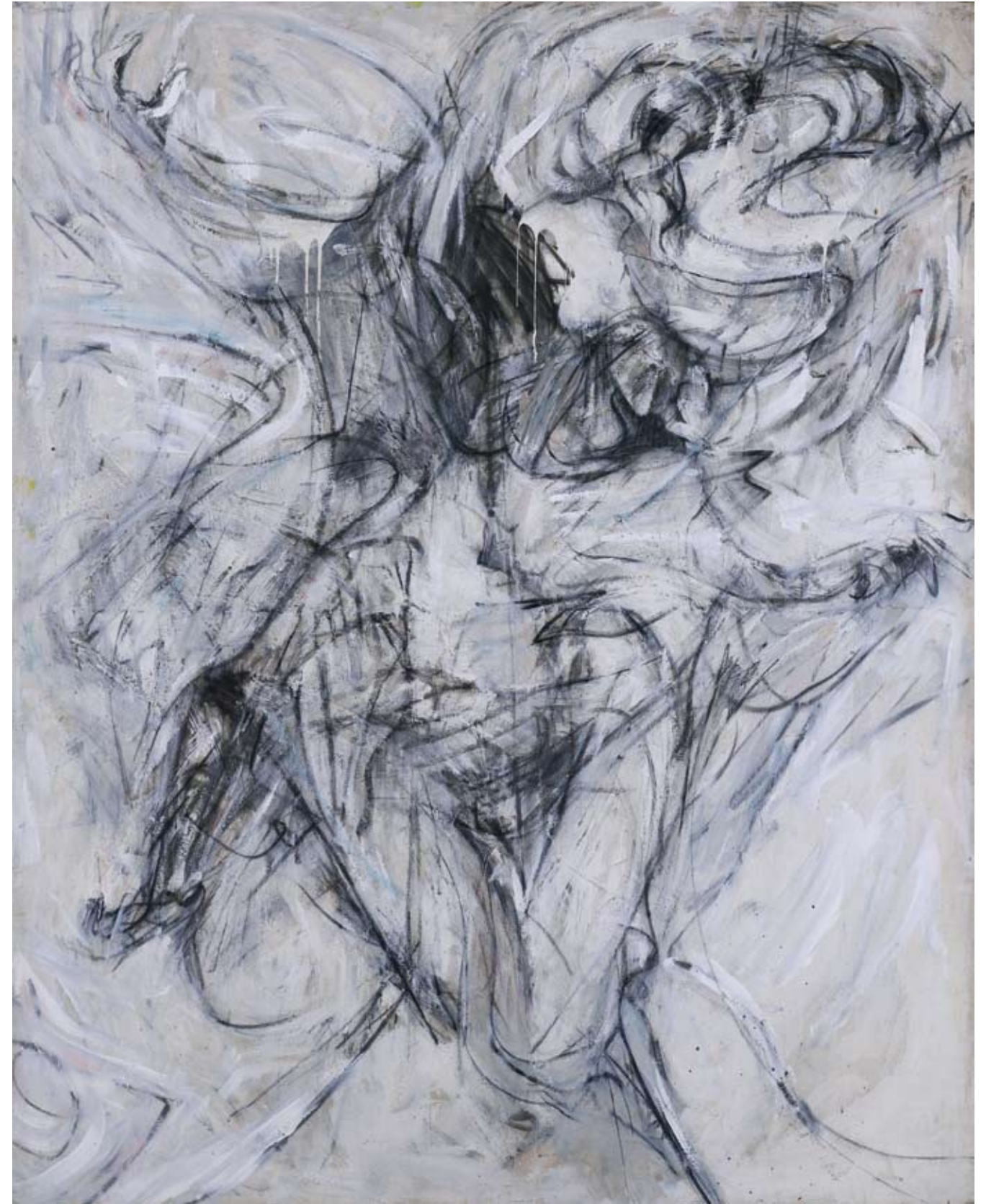
Private collection, Kuala Lumpur; acquired from Artfolio, Kuala Lumpur.

EXHIBITED
The National Art Gallery

LITERATURE
Yusof Ghani: Siri Tari Selected Drawings (1986-1993), EQ Elm Quay Fine Arts Gallery

This Tari formed part of six panels, which were shown in an exhibition at the National Art Gallery, Kuala Lumpur. This is one of three panels bought individually, with the other three sold to a prominent public institution. The work, done at the tail-end of the Tari Series, reveals the skillful use of just black and white as tools for delineating forms with skeins of white activating spaces as well as suggesting movement.

The Tari series, being Yusof's most popular and sought after, started in 1985 with a first solo exhibition at Galeri Citra in 1989. This work remarkably betrays no signs of the initial side-effects of a stroke in 1990, in which he took an intensive three months in recovering.



Gelombang Bumi, 1989
Oil on canvas
175.2cm x 198cm
Signed bottom left

OWNER'S RESERVE
RM600,000

Private collection, Kuala Lumpur; acquired from artist's solo exhibition in MAS Building, Kuala Lumpur in 1989.

LITERATURE

Pago-Pago to Gelombang: 40 Years of Latiff Mohidin (Singapore Art Museum)

L.I.N.E. Latiff Mohidin From Point To Point (1973, Dewan Bahasa dan Pustaka, Kuala Lumpur)

This is a *Gelombang*, noted for its flurry of staccato strokes done in broad brushes, which looks more like the later more ruminative series, *Rimba*. It is aptly named *Gelombang Bumi*, meaning movements of the earth.

A relatively rare large work of the famed artist, it was acquired in a solo exhibition at the MAS Building in Kuala Lumpur 1989, in between two *Gelombang* exhibitions in 1988 and 1990 respectively. Originally acquired by a Singaporean collector, the new-owner-to-be soon found many logistics challenges in bringing the work back to his country. The current owner, a Malaysian corporate figure and avid collector, who had been eyeing the work but lost out in its initial acquisition was quick in stepping back onto the scene and the work has been gracing his home in Bukit Tunku ever since.

Dubbed the "wonder boy" at a young age of 11 and renown for his *Pago-Pago* series, Latiff's works are highly sought after and very hard to come by. It will probably be a long time before another Latiff's painting of this size is released onto the market again.



Tsunami LIII, 2004/05
Acrylic on canvas
50cm x 50cm
Signed 'Nirmala 2005', bottom right

ESTIMATE
RM6,000-RM9,000

Private collection, Kuala Lumpur; acquired through *Half of Malaysia* fundraiser, Rimbun Dahan.

EXHIBITED
Tsunami 2004-2005 (Valentine Willie Fine Arts, Kuala Lumpur, December 25, 2005 - January 14, 2006).
(Work not featured in exhibition pamphlet catalogue.)
Half of Malaysia fundraiser, Rimbun Dahan, Kuang, July 29-30, 2007

When the tsunami hit on December 26, 2004 it left a worldwide carnage of more than 230,000 deaths. The repeated CNN footages of the Armageddon-like disaster moved Nirmala Dutt Shanmughalingam to come up with a dedicated series of 32 works in acrylic on canvas with two collages, more as a closure and a source of emotional palliation.

“That night, I didn’t even know what to say to God in prayers.....I started painting and could not stop.....I would paint until the canvases run out and would ring my supplier to quickly send me some more so I could continue...”

In a brief interview with Henry Butcher Art Auctioneers about this work, Nirmala recounted how she was moved to come up with what was and probably still is her largest body of works to date, as she poured herself into painting in the days that ensued, allowing God to work through her and her emotions to take the works to a new height.

Each of the 32 deeply emotional abstract paintings, though featuring the same engulfing waves and water, sea of ashes and bright blue sky (perhaps hinting at the artist’s hope for a brighter day) was essentially unique in their own ways as they

serve as records of the artist’s myriad of emotions then.

The work on offer is a particularly forceful piece, probably capturing the anger and frustration the artist was feeling at the time, and her sense of awe at the potent impact that Mother Nature is capable of.

“My works had often touched more on the human element, our destruction of nature, the social injustices around us...but in this work, I came face to face with the forces of nature...I realized that we are essentially hopeless if nature wants to come against us. We thought we are safe living in a country without earthquakes or tsunami, yet none of us could escape the impact if it ever comes...”

Nirmala donated this painting, *Tsunami LIII*, to the Women’s Aid Organisation (WAO) for its *Half of Malaysia* fundraiser for its Refuge and Child Care Centre at an exhibition at Rimbun Dahan, 2007. The work was sold to its current owner.

Nirmala is the country’s most socially committed artist and her works have touched on humanitarian, socio-political and environmental issues.



Siri Topeng (Masks Series) Panji-Panji, 1992
Acrylic on canvas
152.5cm x 183.5cm
Signed on reverse

ESTIMATE
RM50,000-RM70,000

Private collection, Kuala Lumpur.

LITERATURE
Page 66, *Yusof Ghani Siri Tari Topeng*, 1996, Rusli Hashim Fine Art, Kuala Lumpur.

Panji-Panji was from Yusof Ghani's Topeng shown at Galeri Citra in Kuala Lumpur. Yusof painted the small works separately but arranged them together to form one painting. Interestingly, the theme was on Malaysia's multi-ethnic diversity long before the 1Malaysia mantra was coined.

Although masks have always fascinated him, it was during the 1991 International Art Festival in Sarawak where he explored the role of masks in Dayak culture, especially those related to the Kayan and Kenyah that spelt the transition from Tari to Topeng. The other phase of his Topeng was related to a visit to South Africa in 1994.



59 Sharifah Fatimah Syed Zubir, Dato'
(b. Kedah, 1948)

Awakening, 1999
Acrylic on canvas
183cm x 152.5cm

ESTIMATE
RM35,000-RM50,000

Collection of a luxurious condominium in Kuala Lumpur

The work, commissioned for a luxurious condominium in the Kuala Lumpur Central Business District, represents a propitious turn with upward bands of yellow and green bounded by red strips in a central knot, and with quadrants of spaces with matching colours in two halves. Yellow is akin to optimism and the high notes of achievement. While the traffic lights coded colours are dominant, they are structured and complementary, with a light array of small fragments. Sharifah usually works in series at different phases of her life.



Educated Mara Institute of Technology 1967-71, BFA Reading University 1973-76, Master's Pratt Institute New York 1976-78. Minor Award Malaysian Landscape NAG 1972; Major Award Salon Malaysia 1979; Minor Award YCA 1981; 3rd Prize 2nd Biennial of Contemporary Painting of the Islamic World, Teheran 2003; Awarded Dato'ship by Sultan of Kedah 2006.

60 | **Lim Kim Hai**
(b. Selangor, 1950)

Gentle Breeze, 1983
Oil on canvas
146cm x 114cm
Signed 'K H Lim 83' lower right

ESTIMATE
RM160,000-RM180,000

Private collection, Kuala Lumpur.

ILLUSTRATED/PUBLICATION
Page 50, *Kimhailim* (self-published)

It was the peak of summer and there was a lazy afternoon feel about the painting done in the artist's Paris studio. The mini indoor potted plants in lively green, placed on a low table in front of an opened glass door panel, caught the slight breeze from the outside, as indicated by the movement of the silky curtains. The subtle play of light added an invigorating quality to the dark interiors.



Educated Nanyang Academy of Fine Arts, Singapore, 1970-72; Ecole Nationale Supérieure Des Beaux Arts, Paris, France, 1975-80. Awarded Golden Award Salon des Artistes Français, Paris 1982; Silver Award Salon Internationale Du Val D'Or, France 1984; Salon de Mantes La Jolie, France, Rotary Club Award 1986; Prix Henri Lehmann – Peinture from Institut de France, Académie des Beaux Arts 1986; Golden and Public Awards from 52e Salon des Beaux Arts, Enghien-les-Bains, France 1987.

61 Chuah Thean Teng, Dato'
(b. China, 1912–2008)

Two Cockerels and a Hen, circa 1990
Mixed media (batik technique with acrylic painting)
87cm x 87cm
Signed 'Teng' bottom left

ESTIMATE
RM90,000-RM100,000

Private collection, Edinburgh, United Kingdom; acquired directly from Yahong Art Gallery, Penang.

LITERATURE
Art and Artists of 20th Century China (Prof Michael Sullivan)
Dato' Chuah Thean Teng Retrospective (Exhibition, Penang State Art Gallery; curator: Dr Tan Chong Guan, 1994)

Cockerels are not staple themes in Dato' Chuah Thean Teng's batiks although he did a few in Chinese ink on rice-paper. The trinity of roosters heralding the morning break and thus a new dawn of endeavour, with the sunbursts on the top section and accents on the reddish coxcombs, plays loosely on the geometric and fluid overlaps. The wings take on an armour-like protection, making the crowing chanticleers symbolic gatekeepers. But the device is more to create an abstract pattern with shimmering highlights, and to show that it is achievable in a batik work with touches of acrylic.



Educated Xiamen (Amoy) Art Institute, China (uncompleted). Moved to Penang 1926. World acknowledged founder of Batik Painting. Retrospective National Art Gallery 1963, Retrospective Penang State Art Gallery 1994, and Memorial exhibition 2008. Awarded Dato'ship by Penang State Government 1998. Made political woodcuts under pseudonym Choo Ting during Japanese Occupation. Set up Yahong Art Gallery, Batu Ferringhi in 1974.

62 Cheah Yew Saik
(b. Kedah, 1939)

Glorious Morning, 2007

Oil on canvas

99cm x 127cm

Signed 'Yew Saik 2007' bottom right

ESTIMATE

RM20,000-RM25,000

Private collection, Kuala Lumpur.

A nostalgia piece on farmers hard at work at the crack of dawn on the ridges in a flooded rice-field in Kedah, presumably around Gurus. The work tells about a new day and hope, as well as the industry and commitment of farmers who work the soil to provide a staple source of food. At the end of it all, it is about a beautiful natural landscape and the fecund land that is Malaysia.



Studied Nanyang Academy of Fine Arts (Nafa), Singapore, 1959-61. National Diploma of Art and Design, Stoke-on-Kent College, England 1963-65. Malaysian Watercolour Society president 1983-87, Nafa Alumni Association Malaysia president 1984-85. Principal-founder, Kuala Lumpur College of Art 1968-2002.

63 Awang Damit Ahmad
(b. Sabah, 1956)

Alun-Alun KeMarista 6-97, 1997
Mixed media on canvas
71cm x 76cm
Signed on reverse

ESTIMATE
RM8,000-RM12,000

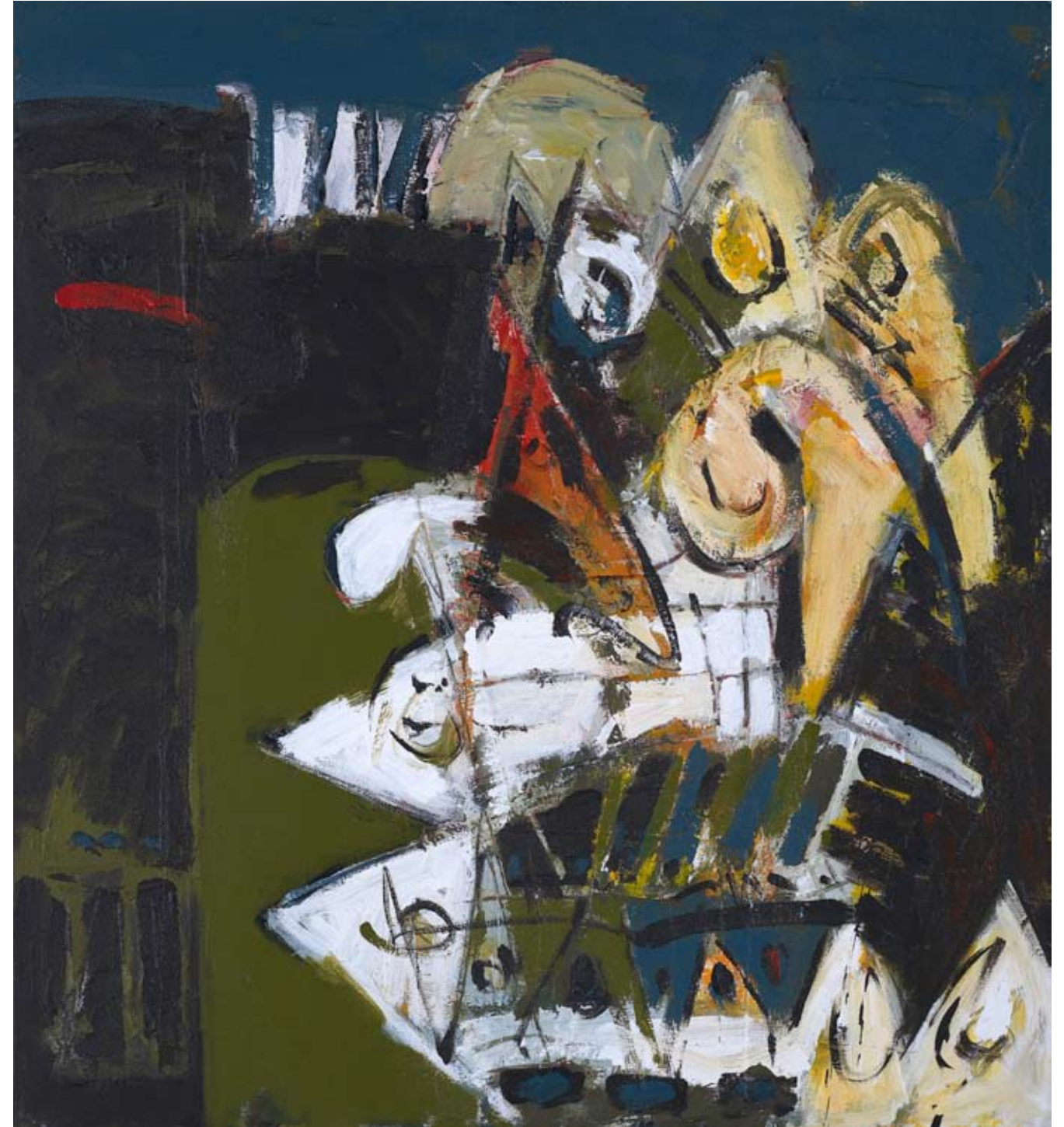
Private collection, Kuala Lumpur

LITERATURE

Alun-Alun Ke Marista (Path To Marista, 1996-2002) June 28-Aug 4, 2002, National Art Gallery (catalogue, exhibition)
Essence of Culture, 1985-95, National Art Gallery, April 18-30 (catalogue, exhibition)

Alun-Alun Ke Marista (Path to Marista, 1996-2002) is a logical extension from Awang Damit's *Essence of Culture (EOC)* series from 1985 to 1995 detailing in abstract forms memories of childhood from man-made utensils and the natural environment at Kuala Penyu, Sabah and upriver. Here the triple boat shapes are also symbols of the pohon hayat (tree of life), fish and shield with flourishes of heroic reds.

The *Marista* works are more refined and elegiac from the rougher, coarse and even sharper edged *Essence of Culture* series.



Buying at HBart

Guide to Buying at Henry Butcher Art Auctions

CONDITIONS OF BUSINESS

Henry Butcher Art Auctioneers Sdn Bhd (“HBAA”) has set out its Conditions of Business at the back of this auction catalogue. The Conditions of Business and all other terms, conditions and notices set out in HBAA’s catalogues or announced by the auctioneer or posted in the sale room by way of notice form the terms on which HBAA contracts, as auctioneers, with actual and prospective sellers and buyers.

ESTIMATES

Each lot is given an estimated price range in Ringgit Malaysia, described as “Estimate” in the auction catalogue. The estimated price range is based upon the opinion of expert consultants and known recent transactions for a comparable property, condition, rarity, quality and provenance and is subject to change and may be revised anytime without prior notice. The estimated price range of the lot should not be relied on as a statement that this is the price at which the lot will sell or its value for any other purpose. Buyers should not and cannot rely upon the estimated price range as the representation or guarantee of actual selling prices. Estimated price range does not include the buyer’s premium.

RESERVES

The reserve price is the confidential minimum price at which the seller has agreed to sell a lot and will not exceed the estimated price range.

BUYER’S PREMIUM

HBAA will charge to the buyer a 10% premium of the hammer price of each lot sold, together with all applicable taxes as may be set and revised by the Malaysian government from time to time.

TAX

All sums payable by the buyer to HBAA are exclusive of any goods or service tax or any other applicable taxes as may be set and revised by the Malaysian government from time to time. If any such tax applies, the buyer shall pay the tax at the rate and time as required by the relevant law.

PRE-AUCTION VIEWING

All lots on offer at the auction will be exhibited prior to the sale, for public viewing free of charge. HBAA personnel will be available to assist prospective buyers at the public viewing times or by appointment for private preview sessions. We strongly encourage prospective buyers to examine the lots thoroughly and to

request for condition reports from HBAA.

All lot(s) will be sold “as is” without any representation or warranty of any kind by HBAA (and its employees or agents) or the seller. Buyers are responsible to examine a lot prior to the sale and to satisfy themselves as to the condition of the lot and that the lot matches any written or oral description provided by the seller or HBAA.

CATALOGUE

A catalogue shall be prepared by HBAA describing and illustrating all lots for sale at the auction, and will be made available to prospective buyers prior to the sale and before they register as bidders. References in the catalogue entry are for guidance only and prospective bidders are encouraged to evaluate and verify the information provided by personally inspecting any lots they are interested in or by employing a knowledgeable representative to do so before placing a bid. Prospective bidders may order an auction catalogue from HBAA by contacting the office at +603-2694 2212 / +6012-260 7303 or email info@hbart.com.my or download a copy of the catalogue from www.hbart.com.my.

Any illustrations in the catalogue are solely for identification and the guidance of prospective buyers and should not be relied upon in terms of tone or colour or necessarily to reveal imperfections in any lot. While HBAA takes an effort to research and investigate into the authenticity, provenance and background of each lot, such efforts cannot be taken as absolute and exhaustive and as such, prospective buyers are encouraged to carry out their own due diligence and not rely solely on any information given by HBAA in the catalogue.

CONDITION REPORTS

The catalogue descriptions do not state any imperfections in the lot(s) and prospective buyers are strongly encouraged to request for condition reports from HBAA, which are provided as a convenience to its clients free of charge.

References in the condition report to damage or restoration are for guidance only and should be evaluated by personal inspection by the prospective bidder or a knowledgeable representative. The absence of such a reference does not imply that an item is free from defects or restoration, nor does a reference to particular defects imply the absence of any others.

BIDDER REGISTRATION

Prospective buyers who have not previously bid or consigned with HBAA should bring

along the following documents when registering in person at the sale room:

- Individuals: government-issued photo identification (such as national identity card, driving license or passport) and, if not shown on the ID document, proof of current address, for example a utility bill or bank statement will be required.
- Companies/corporations/institutions: a certificate of incorporation.
- For other business structures such as trusts, offshore companies or partnership, please contact HBAA for advice on the information which should be supplied by the prospective buyer.
- A financial reference in the form of a recent bank statement, a reference from the prospective buyer’s bank, and/or the prospective buyer’s banker’s contact information.
- Persons registering to bid on behalf of a third party who has not previously bid or consigned with HBAA should bring identification documents not only for themselves but also for the party on whose behalf they are bidding, together with a signed letter of authorization from the party.

To allow sufficient time for processing, new clients are encouraged to register at least three (3) working days in advance of a sale. Prospective buyers should register for a numbered bidding paddle at least one (1) hour before the sale is scheduled to begin.

REGISTERING TO BID ON BEHALF

Person bidding on behalf of a prospective buyer should bring a signed letter from the prospective buyer authorizing the bidder to act on the prospective buyer’s behalf. Please note that HBAA does not accept payment from third parties. HBAA can only accept payment from the buyer, and not from the person bidding on their behalf. Official receipts and any acknowledgement of sale will be issued in the name of the buyer (not the person bidding on behalf of the buyer).

In the event a person who is bidding does not inform HBAA that he is acting as agent on behalf of an identified third party acceptable to HBAA, it will be deemed as though the person is bidding as principal and will be held personally and solely liable for the bid, in particular to pay the purchase price, including the buyer’s premium and all applicable taxes, plus all other applicable charges.

BIDDING

The auctioneer will accept bids from registered bidders present in the saleroom, from telephone bidders or by written bids left with HBAA in advance of the auction. The auctioneer may also execute bids on behalf of the

seller up to the amount of the reserve, either by placing consecutive bids or by entering bids in response to bids from the saleroom, telephone and/or written bids. The auctioneer will not specifically identify bids placed on behalf of the seller. Under no circumstances will the auctioneer place any bid on behalf of the seller at or above the reserve.

ABSENTEE BIDS

Prospective buyers who cannot be present at the saleroom may give written instructions directing HBAA to bid on their behalf up to a maximum amount specified for each lot. The auctioneer will use reasonable efforts to carry out written bids at the lowest possible price taking into account other bids placed and the reserve price. If written bids on a particular lot are received by HBAA for identical amounts, and at the auction these are the highest bids on the lot, it will be sold to the person whose written bid was received and accepted first. To allow time for processing, bids must be received no later than one (1) day in advance of the sale.

Please refer to the catalogue for the absentee bid form or request for the form by contacting HBAA at +603-2694 2212 / +6012-260 7303, email info@hbart.com.my or download the form from www.hbart.com.my. Prospective buyers may be required to place an earnest deposit with HBAA before the auctioneer carries out their absentee bids.

TELEPHONE BIDS

Prospective buyers may bid by telephone during the sale although prior arrangements must be made with HBAA no later than twenty four (24) hours before the sale by contacting HBAA at +603-2694 2212 / +6012-260 7303. Arrangements for telephone bids can also be made by completing the absentee bid form and indicating on the form the lot(s) which the prospective buyers wish to bid by telephone and giving HBAA a number to call during the course of the sale. HBAA shall not be responsible for the failure of any telephone bid for any reason. Execution of written bids and telephone bids is a complimentary service undertaken subject to other commitments at the time of the sale and HBAA does not accept liability for failing to execute a written bid or for any errors and omissions in connection with it.

SUCCESSFUL BIDS

The fall of the auctioneer’s hammer indicates the final and highest bid, at which time, the buyer assumes full responsibility for the lot. The results of absentee bids will be sent by fax one (1) day after the auction. Successful bidders will be required to sign a buyer’s acknowledgement form upon the fall of hammer and to make payment of 5% of hammer price (or RM500, whichever is greater) as a non-

refundable earnest deposit before leaving the sale room. Failure to sign the form and make payment for the earnest deposit will render the sale to be null and void and the auctioneer may re-offer the lot for sale.

AUCTION RESULTS

The auction results will be published online at www.hbart.com.my or a faxed copy may be requested from HBAA office by contacting +603-2694 2212 / +6012-260 7303, no earlier than one (1) day after the auction and no later than three (3) days after the auction.

PAYMENT

Successful bidders will be required to sign a buyer’s acknowledgement form upon the fall of hammer and to make payment of 5% of hammer price (or RM500, whichever is greater) as a non-refundable earnest deposit before leaving the sale room. The balance of the full amount due (which includes the hammer price in respect of the lot sold, together with the buyer’s premium and any charges, fees, interest, taxes and expenses due from a buyer) shall be payable no later than seven (7) days after the auction. HBAA can only release the lot to the buyer upon full payment made in good cleared funds.

In the event the full payment has not been made and the lot remains uncollected by the buyer at the end of seven (7) days after the auction, HBAA shall arrange for storage of the lot at the buyer’s expense, which may involve removal of the lot to a third party storage facility. The lot shall only be released upon full payment of all storage, transportation, additional insurance and any other costs incurred, together with payment of all other monies due to HBAA.

To avoid delivery delays, prospective buyers are encouraged to supply bank or other suitable references before the auction. Please note that HBAA will not accept payments for the purchased lots from any party other than the registered buyer, unless otherwise agreed between the buyer and HBAA prior to the sale.

Payment shall be made in Ringgit Malaysia either in cash, or by bank/personal cheque, credit card or telegraphic transfer direct to Henry Butcher Art Auctioneers Sdn Bhd’s account at:

Malayan Banking Berhad
No 1,2 & 5, Medan Tuanku 1, 50300 Kuala Lumpur, Malaysia
Account Name: Henry Butcher Art Auctioneers Sdn Bhd
Account No: 514347-608317
Swift No.: MBBEMYKL

Please quote invoice number and client number with all transactions. Personal cheques may be accepted at the

discretion of HBAA and, unless prior arrangements have been made, all cheques must be cleared before delivery of any purchase.

Payment for auction purchases may also be made by credit card (Visa or MasterCard). However, bank fees will be incurred on all credit card payments for auction purchases.

All mailed payments should be sent to: No. 25, Jalan Yap Ah Shak, Off Jalan Dang Wangi, 50300 Kuala Lumpur, Malaysia. Please direct all inquiries to the administration office at (tel.) +603-2694 2212 / +6012-260 7303 and (fax) +603-2694 5543

COLLECTION OF PURCHASES

Upon payment of the full amount due, the buyer shall collect the purchased lot(s) in person (or by an authorised person with a letter of authorisation from the buyer), at his own expense, from HBAA’s sale room no later than seven (7) days after the auction unless otherwise agreed between HBAA and the buyer.

If the lot remains uncollected at the end of such period, HBAA shall arrange for storage of the lot(s) at the buyer’s expense, which may involve removal of the lot(s) to a third party storage facility. The lot(s) shall only be released upon full payment of all storage, transportation, additional insurance and any other costs incurred, together with payment of all other monies due to HBAA.

Delivery and shipping of the purchased lot(s) can be arranged as a convenience to buyers who are unable to collect in person, although written instruction must first be given to HBAA and arrangements made no later than three (3) working days prior to the expiry of the seven (7) days after the auction. The packing, handling and delivery/shipping of lot(s) is entirely at the buyer’s risk and expense (which shall be paid in full before the lot is shipped out) and HBAA shall not, in any circumstances, be responsible for the acts or omissions of the packers or shippers. In circumstances where HBAA proposed handlers, packers or carriers if so requested, HBAA shall not accept responsibility or liability for their acts or omissions.

INSURANCE

HBAA provides insurance cover for sold lot(s) at the sale room location for a maximum of seven (7) days after the auction or until the lot(s) has/have been collected (whichever is earlier). If a lot remains uncollected from the sale room after the expiry of the said period, the lot(s) will be entirely at the buyer’s risk.

Conditions of Business

NOTICE TO BUYERS AND SELLERS

These conditions set out below and all other terms, conditions and notices set out in the catalogue of Henry Butcher Art Auctioneers Sdn Bhd (hereafter referred to as “HBAA”), or announced by the auctioneer or posted in the sale room by way of notice (hereinafter referred to as the ‘Conditions of Business’) form the terms on which HBAA contracts, as auctioneers, with actual and prospective sellers and buyers. They may be amended or supplemented by posted notices in the sale room or oral announcements made during the sale. The Conditions of Business apply to all aspects of business regarding the sale, purchase or holding of property provided by HBAA. The Conditions of Business would also apply to any sellers or buyers who require inspection, appraisal or valuation of property. Any future dealings with HBAA shall be governed by the Conditions of Business current at that particular time. By bidding at the auction you agree to be bound by these terms.

HBAA generally acts as agent for the seller. Any concluded contract of sale is made directly between the seller and the buyer. All relevant factual material pertaining to items offered for sale is derived from the seller. HBAA cannot and does not undertake full due diligence on every item sold. Buyers are responsible to carry out their own inspection and investigations on the items offered for sale which they are interested in buying.

All potential buyers are to take particular note of Conditions 5 and 6 which limit the extent to which HBAA and the seller may be liable. In addition, all sellers are to take particular note of Conditions 25, 27, 28 and 29 which set out the basis of the relationship between HBAA and the seller and limit the extent to which HBAA may be liable to the seller.

A. DEFINITIONS

Unless the contrary intention appears, the following expressions shall have the meaning respectively assigned to them in this Condition of Business:

“bidder” shall mean a person who considers, makes or attempts to make a bid by whatever means at the auction and includes buyers;

“buyer” shall mean the person who makes the highest bid or offer accepted by HBAA, or that person’s disclosed principal;

“buyer’s premium” shall mean a payment of premium calculated at 10% of the hammer price and payable by a buyer to HBAA, together with all applicable taxes as may be set and revised by the Malaysian government from time to time;

“catalogue” shall mean the auction catalogue prepared by HBAA describing and illustrating all lots for sale by HBAA;

“estimated price range” shall mean the estimated price a lot may achieve at the auction and does not include the buyer’s premium;

“expenses” in relation to the sale of any lot shall mean HBAA’s costs including but not limited to legal expenses, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproduction rights’ fees, taxes, levies, costs of testing, searches or enquiries relating to any lot, or costs of collection from a defaulting buyer together with any applicable taxes imposed by the Malaysian government from time to time.

“full amount due” shall mean the hammer price in respect of the lot sold, together with the buyer’s premium and any charges, fees, interest, taxes and expenses due from a buyer or defaulting buyer.

“HBAA” shall mean Henry Butcher Art Auctioneers Sdn Bhd (Company no. 835541-K);

“hammer price” shall mean the highest bid accepted by HBAA by the fall of the hammer or, in the case of a post-auction sale, the agreed sale price; in both instances excluding the buyer’s premium, any applicable taxes and any expenses;

“lot” shall mean each piece of property as described in the catalogue;

“net sales proceeds” shall mean the hammer price of the lot sold to the extent received by HBAA in cleared funds, less sales commission and expenses;

“purchase price” shall mean the hammer price and buyer’s premium;

“reserve price” shall mean the confidential minimum price at which the seller has agreed to sell a lot and will not exceed the estimated price range;

“sales commission” shall mean the commission payable to HBAA by a seller at a percentage as specified in the Consignment Form together with all applicable taxes as may be set and revised by the Malaysian government from time to time;

“seller” shall mean the owner or consignor who is offering the lot for sale including their agents, executors or personal representatives or the owner’s agent or the person in possession of the lot consigned. If there are multiple owners or agents or persons in possession,

each shall assume, jointly and severally, all obligations, liabilities, representations, warranties and indemnities as set forth in these Conditions of Business.

B. CONDITIONS FOR BUYERS

2. COMPANY PROPERTY

It is the general policy of HBAA to act as an agent only for the seller, however on occasions, HBAA may offer a lot which it owns in whole or in part. Such property is identified in the catalogue with the symbol * next to its lot number.

BEFORE THE SALE

3. Examination of property

Solely as a convenience, HBAA may provide condition reports. Neither HBAA (and its employees or agents) nor the seller provides any guarantee in relation to the nature of the property.

References in the catalogue entry or the condition report to damage or restoration are for guidance only and should be evaluated by personal inspection by the bidder or a knowledgeable representative. The absence of such a reference does not imply that an item is free from defects or restoration, nor does a reference to particular defects imply the absence of any others.

Estimated price range

The estimated price range of the lot should not be relied on as a statement that this is the price at which the lot will sell or its value for any other purpose. The estimated price range is based upon the opinion of HBAA’s expert consultants and known recent transactions for a comparable property, condition, rarity, quality and provenance. The estimated price range is subject to change and may be revised anytime without prior notice. Buyers should not rely upon estimated price range as the representation or guarantee of actual selling prices. Estimated price range does not include the buyer’s premium.

Buyer’s responsibility

All property is sold “as is” without any representation or warranty of any kind by HBAA (and its employees or agents) or the seller. Buyers are responsible to examine a lot prior to the sale and to satisfy themselves as to the condition of the lot and that the lot matches any written or oral description provided by the seller or HBAA. Any illustrations in the catalogue are solely for identification and the guidance of buyers and should not be relied upon in terms of tone or colour or necessarily to reveal imperfections in any lot.

The prospective buyer undertakes:

(i) to inspect and satisfy himself prior to the

sale as to the condition and description of the lot;

(ii) to rely on his own judgment as to whether the lot accords with its description;

(iii) to seek any independent expert advice reasonable (in the light of the prospective buyer’s particular expertise and the value of the lot) to satisfy himself as to authorship, attribution, authenticity, genuineness, origin, date, age, provenance or condition of the lot; and

(iv) not to rely on any illustration in any catalogue.

The buyer will be deemed to have knowledge of all matters which he could reasonably have been expected to find out given his particular expertise and the exercise of his reasonable due diligence.

LIMITED WARRANTY BY HBAA IN RESPECT OF COUNTERFEIT LOTS

4. In the event the sale of a lot subsequently proves to be a counterfeit and:

a) if the buyer at the time has not yet paid the full amount due, HBAA shall have the right to terminate the sale; or

b) if HBAA has at that time paid the seller the whole or part of the full amount due to him, then the seller undertakes to refund to HBAA, on demand, the full amount paid. HBAA shall be entitled to exercise a lien over any properties of the seller in its possession pending settlement of all outstanding sums due from the seller to HBAA,

Provided that, no later than three (3) years after the date of the sale, the buyer:

(i) notifies HBAA in writing of the number of the lot, the date of the auction at which it was purchased and the reasons why the buyer considers the lot to be counterfeit, within three (3) months of any information causing the buyer to question the authenticity or attribution of the lot coming to the buyer’s attention;

(ii) is able to transfer good title to HBAA free from any third party claims arising after the date of the sale to the buyer; and

(iii) return the lot to HBAA in the same condition as at the date of sale, provided that, in any event, no refund shall be available if either:

(a) the catalogue description at the date of the sale was in accordance with the generally accepted opinions of scholars and experts at that time or the catalogue description indicated that there was a conflict of such opinions; or

(b) the only method of establishing that the lot was a counterfeit at the date of publication of the catalogue was by means of processes which either were not generally accepted for use until after the publication of the catalogue or else were unreasonably expensive or impractical or likely to have caused damage to the lot or likely, in HBAA’s reasonable opinion, to have caused loss of value to the lot. An

item shall be considered counterfeit where, in HBAA’s reasonable opinion, it is a deliberate modern forgery i.e. an imitation created since 1970 with the intention of deceiving as to authorship, origin, date, age, period, culture or source (where the correct description of such matters is not reflected by the description in the catalogue) and which, at the date of sale, had a value materially less than it would have had if the item had been in accordance with the description in the catalogue. No lot shall be considered a counterfeit by reason only of any damage and/or restoration and/or modification work of any kind (including repainting or overpainting).

It is HBAA’s general policy, and HBAA shall have the right to request the buyer to obtain at the buyer’s cost the reports of two independent and recognised experts in the field, mutually acceptable to the buyer and to HBAA, setting out the reasons why the lot in question is considered to be counterfeit and HBAA agrees that it will give due consideration to any such expert reports. However, HBAA reserves the right to seek additional independent advice itself in making its final determination as to whether the lot is a counterfeit and HBAA shall not be bound by any expert report produced by the buyer. If HBAA agrees with the buyer that the lot is a counterfeit, HBAA shall refund to the buyer the costs of obtaining two independent expert reports incurred by the buyer provided that (i) such costs were approved by HBAA in advance of obtaining such reports; and (ii) the buyer could not reasonably have obtained independent opinions prior to the sale. The benefit of this guarantee is not capable of being transferred and is solely for the benefit of the buyer.

HBAA’S LIABILITY TO BUYERS

5. Notwithstanding Condition 4 above given by HBAA to the buyer and the buyer’s rights in relation to the conduct of auctions as set out in Condition 13:

(a) HBAA gives no guarantee or warranties to the buyer and any implied warranties or conditions are excluded (save in so far as such obligations cannot be excluded by statute);

(b) In particular, any representations, written or oral and including those in any catalogue, report, commentary or valuation, in relation to any aspect or quality of any lot, including price or value, (i) are statements of opinion only and (ii) may be revised prior to the lot being offered for sale (including whilst the lot is on public view); and

(c) None of HBAA, any HBAA’s affiliated company, or any agent, employee or director thereof shall be liable for any errors or omissions in any such representations.

Without prejudice to Conditions 3 and 4 above, and save in so far as it relates to any liability which HBAA may have for personal injury or death, any claim against HBAA by the

buyer shall be limited to the hammer price and the buyer’s premium actually paid by the buyer to HBAA with regard to that lot.

6. SELLER’S LIABILITY TO BUYERS

The seller’s obligations to the buyer are limited to the same extent as HBAA’s obligations to the buyer. Any express or implied conditions or warranties are excluded save in so far as it is not possible to exclude obligations implied by statute.

AT THE SALE

7. Refusal of admission

HBAA has the right, at its absolute discretion, to refuse admission to any person to the premises or participation of any person in any auction and to reject any bid.

8. Registration before bidding

Prospective buyers who wish to bid in the saleroom can register in advance of the sale, or can come to the saleroom on the day of the sale at least one (1) hour before the start of the sale to register in person. A prospective buyer must complete and sign a registration form and provide identification before bidding. HBAA may require the production of bank or other financial references. Further information on the registration process can be found in HBAA’s “Guide to Buying at Henry Butcher Art Auction”.

9. Bidding as principal

In making a bid at auction, a bidder is doing so as principal and will be held personally and solely liable for the bid, in particular to pay the purchase price, including the buyer’s premium and all applicable taxes, plus all other applicable charges, unless it has been explicitly agreed in writing with HBAA before the commencement of the sale that the bidder is acting as agent on behalf of an identified third party acceptable to HBAA. In such circumstances, both the bidder and the third party will be jointly and severally liable for all obligations arising from the bid and the third party shall be bound by the Conditions of Business by the bidder’s bid as his agent in the same way as if he were bidding personally.

10. Absentee bids

HBAA will use reasonable efforts to carry out telephone bids or written bids delivered to HBAA prior to the sale for the convenience of clients who are not present at the auction in person, by an agent or by telephone provided that such written bids are sufficiently clear in HBAA’s opinion. Bids must be placed in Ringgit Malaysia. Please refer to the catalogue for the Absentee Bid Form. The lots will be bought at the lowest possible price taking into account other bids placed and the reserve price. If written bids on a particular lot are received by HBAA for identical amounts, and at the auction these are the highest bids on the lot, it will be sold to the person whose written bid was received and accepted first. HBAA’s obligation in relation to such written

bids is undertaken subject to their other commitments at the time of sale and the conduct of the sale may be such that HBAA is unable to bid as requested. HBAA cannot accept liability for failure to make a written bid for any reason. Telephoned absentee bids must be confirmed no later than 24 hours before the sale by letter or fax. In such circumstances, HBAA reserve the right to require confirmation of relevant details in writing before HBAA agrees to do so. HBAA shall not be responsible for the failure of any telephone bid for any reason. HBAA reserve the right to record telephone bids. The auctioneer may also execute bids on behalf of the seller up to the amount of the reserve price. The auctioneer will not specifically identify bids placed on behalf of the seller. Under no circumstances will the auctioneer place any bid on behalf of the seller above the reserve price. Execution of written bids and telephone bids is a complimentary service undertaken subject to other commitments at the time of the sale and HBAA does not accept liability for failing to execute a written bid or for any errors and omissions in connection with it.

11. Currency converter

Auctions are conducted in Ringgit Malaysia (RM), but HBAA may provide a currency converter in the sale room for the convenience of bidders. The figures shown in foreign currencies are only approximates and do not represent the exact exchange rates. HBAA does not accept liability to bidders who follow the currency converter rather than the actual bidding in the sale room.

12. Video or digital images

At some auctions there may be a video or digital screen in operation for the convenience of both buyers and sellers. Errors may occur in its operation and in the quality of the image and HBAA does not accept liability either for the quality of the image reproduced on the video screen, or for the correspondence of the screen image to the original.

13. Conduct of the auction

The auctioneer will commence and advance the bidding in levels that he considers appropriate in the light of the value of the lot under auction and of competing bids. The auctioneer may continue to bid on behalf of the seller up to the amount of the reserve price, either by placing consecutive bids or by placing bids in response to other bidders, although the auctioneer will not indicate during the auction that he is making such bids on behalf of the seller. Unless otherwise indicated, all lots are offered subject to a reserve price, which is the confidential minimum price below which the lot will not be sold. The reserve price will not exceed the estimated price range printed in the catalogue. If any lots are not subject to a reserve price, they will be identified with the symbol ☐ next to the lot number. With respect to lots that are offered without reserve price, unless there are already competing bids, the auctioneer, in his or her discretion, will gener-

ally open the bidding at 50% of the estimated price range for the lot. In the absence of a bid at that level, the auctioneer will proceed backwards in his or her discretion until a bid is recognised, and then continue up from that amount. Absentee bids will, in the absence of a higher bid, be executed at approximately 50% of the estimated price range or at the amount of the bid if it is less than 50% of the estimated price range. In the event that there is no bid on a lot, the auctioneer may deem such lot unsold. The buyer acknowledges the rights of the auctioneer and the seller set out in this Conditions of Business and waives any claim that he might have in this connection against HBAA or the seller.

14. Sale of a lot

The person who makes the highest bid accepted by the auctioneer (or that person's disclosed principal, if applicable) shall be the buyer. The striking of the auctioneer's hammer marks the acceptance of the highest bid and identifies the hammer price at which the lot is knocked down by the auctioneer to the buyer. The striking of the auctioneer's hammer also marks the conclusion of a contract of sale between the seller and the buyer.

The buyer will be asked to sign a Buyer's Acknowledgement Form upon the fall of hammer and to make payment of 5% of hammer price (or RM500, whichever is greater) as a non-refundable earnest deposit before leaving the sale room. Failure to sign the form and make payment for the earnest deposit will render the sale to be null and void and the auctioneer may re-offer the lot for sale.

15. Auctioneer's discretion

Notwithstanding Conditions 13 and 14 above, the auctioneer has the absolute and sole discretion at any time to:

- (a) refuse any bid which does not exceed the previous bid by at least 5% or by such other proportion as the auctioneer will in his absolute discretion direct,
- (b) to advance the bidding in such a manner as he may decide,
- (c) to withdraw or divide any lot,
- (d) to combine any two or more lots and, in the case of errors or dispute, and whether during or after the sale, to determine the successful bidder, to continue the bidding, to cancel the sale or to reoffer and resell the lot in dispute and/or take any such actions as he reasonably thinks fit in the circumstances. If any dispute arises after the sale, the sale record of HBAA is conclusive.

16. Successful bid and passing of risk

Subject to the auctioneer's discretion, the highest bidder accepted by the auctioneer will be the buyer and the striking of his hammer marks the acceptance of the highest bid and the conclusion of a contract for sale between the seller and the buyer. Risk and responsibility for the lot (including frames or glass where relevant) passes to the buyer at the expiration of seven (7) calendar days from

the date of the sale or upon collection by the buyer, whichever is earlier.

While invoices are sent out by mail after the auction, HBAA does not accept responsibility for notifying the buyer of the result of his bids. Buyers are requested to contact HBAA by telephone or in person as soon as possible after the sale to obtain details of the outcome of their bids to avoid incurring unnecessary storage charges. Successful bidders will pay the full amount due plus any applicable taxes and costs.

AFTER THE SALE

17. Payment

Upon conclusion of the relevant session of the auction in which the lot was sold, the buyer shall pay to HBAA the full amount due no later than seven (7) calendar days after the auction and provide HBAA with his or her name and permanent address and, if so requested, proof of identity. This applies even if the buyer wishes to export the lot and an export license is, or may be required. Payment will not be deemed to have been made until HBAA is in receipt of the full amount due to HBAA from the buyer either in cash or good cleared funds. Further information on the payment method can be found in HBAA's "Guide to Buying at Henry Butcher Art Auction".

18. Collection of purchases

Upon payment of the full amount due, the buyer shall collect the purchased lot in person (or by an authorised person with a letter of authorisation from the buyer), at his own expense, from HBAA's sale room no later than seven (7) calendar days after the date of the sale unless otherwise agreed between HBAA and the buyer. Unless HBAA exercise their discretion to do so, and without prejudice to Condition 23(g) below, HBAA shall be entitled to retain the purchased lot until the full amount due to HBAA has been received in full by HBAA either in cash or good cleared funds.

19. Passing of title

The buyer shall always remain liable for the full amount due and shall not acquire title to the lot sold until payment of the full amount due has been made in full in respect of that lot and HBAA has applied such payment to the lot (even if, without prejudice to Condition 18, HBAA exercise their discretion to release it to the buyer). Other than where HBAA has agreed with the buyer to the contrary, and subject to Condition 23(m) below, any monies received from the buyer shall be applied in order of the oldest debt owed by the buyer to HBAA or the oldest purchase made by the buyer at HBAA or any HBAA affiliated company having regard to the date of sale and the number of the lot.

20. Transfer of risk

Any lot purchased is entirely at the buyer's risk from the earlier of:

- (a) the time the buyer collects the lot pur-

chased; or

(b) the time that the buyer pays to HBAA the full amount due for the lot; or

(c) seven (7) calendar days after the day of the sale.

The buyer shall be solely responsible for insuring the lot purchased from the time risk passes to the buyer. The buyer will be compensated for any loss or damage to the lot which occurs after sale but prior to the time risk passes to the buyer. The maximum amount of compensation shall be the hammer price of the lot, and shall exclude any indirect or consequential loss or damage. However, HBAA will not, in any circumstances, be liable for any loss or damage caused to frames or to glass which is covering prints, paintings or other works unless the frame or glass is, in itself, the object sold at auction.

21. Packing, handling and shipping

The packing, handling and shipping of lots is entirely at the buyer's risk and expense (which shall be paid in full before the lot is shipped out) and HBAA shall not, in any circumstances, be responsible for the acts or omissions of the packers or shippers. In circumstances where HBAA proposed handlers, packers or carriers if so requested, HBAA shall also not accept responsibility or liability for their acts or omissions.

22. Export license

The export of any lot from Malaysia or import into any other country may be subject to one or more export or import licences being granted. It is the buyer's responsibility to obtain any relevant export or import licence. Lots purchased shall be paid for in accordance with Condition 17 above and the denial of any export or import licence required or any delay in the obtaining of such licence shall not justify the rescission or cancellation of the sale by the buyer or any delay by the buyer in making payment of the full amount due for the lot. HBAA shall not be obligated to rescind a sale nor to refund any interest or other expenses incurred by the buyer where payment is made by the buyer in circumstances where an export license is required.

23. Remedies for non payment or failure to collect purchases

If the buyer without the prior agreement of HBAA fails to make payment of the full amount due or any part of it on any lot in accordance with Condition 17 above, HBAA shall be entitled in their absolute discretion and without prejudice to any other rights which HBAA and the seller may have, be entitled, both for HBAA and as agent for the seller, to exercise one or more of the following rights or remedies:

a) to charge the buyer, the seller's and HBAA's reasonable legal and administrative costs incurred;

b) to charge interest at a rate not exceeding 8% (eight per cent) per annum on the full

amount due to the extent that it remains unpaid for more than four (4) weeks after the date of the auction;

c) to forfeit the buyer's earnest deposit as required under Condition 14;

d) to hold the defaulting buyer liable for the full amount due and to commence legal proceedings for its recovery together with interest, legal fees and costs to the fullest extent permitted under applicable law;

e) cancel the sale of the lot;

f) to arrange and carry out a re-sale of the lot by public auction or private sale in mitigation of the debt owed by the buyer to HBAA. The buyer and the seller hereby consent to and authorise HBAA to arrange and carry out such re-sale on the Conditions of Business applicable at the time of the re-sale and agree that the level of the reserve and the estimates relevant to such re-sale shall be set at HBAA's sole discretion. The net sales proceeds will be applied in reduction of the buyer's debt. If a re-sale should result in a lower price than the original hammer price obtained, HBAA and the seller shall be entitled to claim the balance from the buyer together with any costs incurred in connection with the buyer's failure to make payment. If the re-sale should result in a higher price than the original hammer price obtained, the surplus shall be paid to the seller. In such case, the buyer waives any claim which the buyer may have to title to the lot and agree that any re-sale price shall be deemed commercially reasonable;

g) set-off any amounts owed by HBAA or any HBAA's affiliated company to the buyer against any amounts owing by the buyer to HBAA or any HBAA's affiliated company, whether as the result of any proceeds of sale or otherwise;

h) exercise a lien over any of the buyer's property which is in HBAA's possession or in possession of any HBAA's affiliated company for any reason until payment of all outstanding full amount due to HBAA have been made in full. HBAA shall notify the buyer of any lien being exercised and the amount outstanding. If the amount outstanding then remains unpaid for fourteen (14) days following such notice, HBAA shall be entitled to arrange and carry out the sale of any such property in accordance with (f) above;

i) to insure, remove and store the lot either at HBAA's premises or elsewhere at the buyer's sole risk and expense;

j) to reject future bids made by or on behalf of the buyer at any future auction or render such bids subject to payment of a deposit to HBAA before such bids are accepted;

k) to retain that or any other lot sold to the same buyer at the same time or at any other auction and release it only after payment of the full amount due;

l) to apply any payments made by the buyer to HBAA or to any HBAA's affiliated company towards settlement of the full amount due or otherwise towards any costs or expenses incurred in connection with the sale of the lot; m) to apply any payments made by the buyer to HBAA or to any HBAA's affiliated company towards settlement of the full amount due or

otherwise towards any other debts owed by the buyer to HBAA or to any other HBAA affiliated company in respect of any other transaction;

n) to take such other action as HBAA deems necessary or appropriate.

24. Remedies for failure to collect purchases

If the buyer does not collect a purchased lot within seven (7) calendar days after the sale, HBAA may arrange for storage of the lot at the buyer's risk and expense. This shall apply whether or not the buyer has made payment of the full amount due. HBAA shall release the purchased lot only upon full payment by the buyer of all storage, removal, insurance and any other costs incurred, together with payment of all other amount due to HBAA including, if applicable, the full amount due. HBAA shall, in their absolute discretion, also be entitled to exercise any of the rights or remedies listed in Condition 23(a), (c), (d), (f), (g), (h) and (l) above, provided that HBAA shall not exercise their right under Condition 23(f) above for a period of ninety (90) days following the relevant sale. In the event that HBAA exercise their rights under Condition 23(f) above, HBAA undertakes to hold to the buyer's order the net sales proceeds received by HBAA in cleared funds less all storage, removal, insurance and any other costs or taxes incurred.

C. CONDITIONS CONCERNING SELLERS

25. Seller's warranties

This Condition governs the seller's relationship with both the buyer and HBAA. If HBAA or the buyer considers any of the warranties listed below to be breached in any way, either HBAA or the buyer may take legal action against the seller. The seller agrees to indemnify HBAA and any HBAA's affiliated company, their respective servants, directors, officers and employees and the buyer against any loss or damage resulting from any breach or alleged breach of any of the seller's representations or warranties, or other terms set forth in these Conditions of Business. Where HBAA reasonably believes that any breach of such representation or warranty has occurred, the seller hereby authorise HBAA in its sole discretion to rescind the sale.

The seller warrants to HBAA and to the buyer that at all relevant times (including but not limited to the time of the consignment of the lot and the time of the sale):

(a) the seller is the true owner of the lot, or are properly authorised to sell the lot by the true owner;

(b) the seller is able to and shall, in accordance with these Conditions of Business, transfer possession to the buyer and good and marketable title to the lot free from any third party rights or claims or potential claims including, without limitation, any claims which may be made by governments or governmental agencies;

(c) the seller has provided HBAA with all infor-

mation concerning the provenance of the lot and has notified HBAA in writing of any concerns expressed by third parties in relation to the ownership, condition, authenticity, attribution, or export or import of the lot;

(d) the seller is unaware of any matter or allegation which would render any description given by HBAA in relation to the lot inaccurate or misleading;

(e) where the lot has been moved to Malaysia from another country, the lot has been lawfully imported into Malaysia; the lot has been lawfully and permanently exported as required by the laws of any country in which it was located; required declarations upon the export and import of the lot have been properly made; any duties and taxes on the export and import of the lot have been paid;

(f) the seller has or will pay any and all taxes and/or duties that may be due on the net sale proceeds of the lot and the seller has notified HBAA in writing of any or all taxes and for duties that are payable by HBAA on behalf of the seller in any country other than the country of the sale;

(g) unless HBAA is advised to the contrary in writing at the time the lot is delivered by the seller to HBAA, there are no restrictions, copyright or otherwise, relating to the lot (other than those imposed by law) and no restrictions on HBAA's rights to reproduce photographs or other images of the lot.

BEFORE THE SALE

26. Preparation for sale

The seller agrees that HBAA shall have sole and absolute discretion as to:

- (a) the way in which property may be combined or divided into lots for sale;
- (b) the way in which lots are included in the sale;
- (c) the way in which any lot is described and illustrated in the catalogue or any condition report;
- (d) the date and place of the auction; and
- (e) the manner in which any sale is conducted.

HBAA reserves the right to consult with and rely on any outside experts, consultants or restorers of their choice in relation to the property and to carry out such other inquiries or tests in relation to the property either before or after the sale as HBAA may, in their absolute discretion, deem appropriate. This is however, a matter for HBAA's discretion and HBAA is under no duty to carry out such consultation, inquiries or tests.

27. Estimates

Any estimate given by HBAA, whether written or oral, is a matter of opinion only and is intended only as a guide. An estimate shall not be relied upon as a guarantee of the anticipated selling price. Any estimate given (whether written or oral and whether in a catalogue or any marketing materials, receipt, letter or otherwise) may, in HBAA's absolute discretion, be revised from time to time.

28. Exclusion of liability

Any representations, written or oral and including those in any catalogue, report, commentary or valuation in relation to any aspect or quality of any lot, including price or value (a) are statements of opinion only and (b) may be revised prior to the lot being offered for sale (including whilst the lot is on public view). Neither HBAA, any HBAA's affiliated company, nor any agent employee or director thereof shall be liable for any errors or omissions in any such representations.

29. Limitations on claims by seller

Any claim by the seller (excluding any claim covered by Condition 34) shall in any event, be limited to the net sales proceeds in respect of that lot.

30. Withdrawal of lots by the seller

If the seller choose to withdraw a lot from the sale, provided that consent from HBAA must have first been obtained, after the earlier of (i) written agreement to sell the lot between the seller and HBAA and (ii) twelve (12) weeks before the date of the auction of the lot, the seller will be liable to pay to HBAA a withdrawal fee calculated in accordance with Condition 32 below. If the seller withdraws a lot before that time, no withdrawal fee shall be payable.

31. Withdrawal of lots by HBAA

HBAA may withdraw a lot from sale without any liability if (i) HBAA reasonably believes that there is any doubt as to the authenticity or attribution of the lot or (ii) it is established or alleged that any of the seller's representations or warranties set out in Condition 25 above are inaccurate in any way or (iii) the seller breached any provisions of this Conditions of Business in any material respect or (iv) HBAA believes it would be improper to include the lot in the sale.

If HBAA becomes aware of a competing title claim to, or lien over, a lot consigned by the seller, HBAA shall not release the lot to the seller, which shall be held by HBAA at the seller's expense, until the title claim or lien, as applicable, has been finally resolved to HBAA's satisfaction.

32. Withdrawal fee

If the lot is withdrawn because the circumstances described in any of (i) to (iv) of Condition 31 above occurs, HBAA reserves the right to charge an administrative fee equivalent to 0.5% of reserve price or RM500, whichever is greater) and the lot shall be returned to the seller at the seller's expense provided that there is no adverse title claim on the lot. If however the lot is withdrawn for any other reason, the seller shall pay HBAA a withdrawal fee equivalent to 10% of the reserve price, together with insurance and expenses. HBAA shall not be obliged to withdraw any lot from sale or to return it to the seller unless the seller has paid HBAA the withdrawal fee.

33. Loss or damage

HBAA is unable to accept responsibility for any damages caused by the following:

- (a) normal wear and tear;
- (b) gradual deterioration;
- (c) inherent vice or defect including woodworm, mildew and other inherent defects not mentioned herein;
- (d) errors in processing;
- (e) changes in atmospheric conditions;
- (f) handling or storage; or
- (g) any loss, direct or indirect, consequential or otherwise, which may be suffered by the seller.

34. Risk of loss or damage by the seller

If the seller has specifically instructed HBAA not to insure the lot, it will remain at the seller's risk at all times until the buyer has made payment in full or until the lot is returned to the seller in the event it is not sold. The seller hereby undertakes to indemnify HBAA, its employees and agents, and the buyer (where applicable) against any claim made against them in respect of the lot, however those claims may arise even if HBAA, its employees and agents were found to be negligent.

AT THE SALE

35. Reserve price

Unless otherwise agreed in writing, each lot will be offered for sale subject to a reserve price as agreed between the seller and HBAA. HBAA shall in no circumstances be liable if bids are not received at the level of or below the reserve price. HBAA shall however be entitled to sell the lot below the reserve price. In such circumstance, HBAA shall be obliged to account to the seller as if the hammer price was equal to the reserve price, and the seller will pay HBAA the sales commission as if the lot has been sold at a hammer price equal to the reserve price.

In the event the reserve price has not been mutually agreed between the parties and confirmed by the seller in writing prior to the auction date, HBAA shall have the right to, in its sole discretion, set the reserve price of the lot.

36. Bidding at the sale

The seller may not bid for his own property. Although HBAA shall be entitled to bid on behalf of the seller up to the amount of the reserve price, the seller shall not instruct or permit any other person to bid for the property on behalf of the seller. If the seller should bid on his own behalf (or instruct someone else to do so), HBAA may treat the seller as the successful bidder. In those circumstances, the seller shall not be entitled to the benefits of Conditions 4 and 35 above and the seller shall pay to HBAA a sum representing the total of the sales commission, the buyer's premium and all expenses which was incurred by HBAA in connection with the sale of the lot. HBAA shall be entitled to exercise a lien over the lot

until payment of that sum has been made by the seller in full.

AFTER THE SALE

37. Payment

Following the sale, the seller will be liable to pay HBAA the sales commission and expenses. HBAA shall be entitled to deduct each of these items from monies received from the buyer. The seller hereby authorises HBAA to charge the buyer and retain the buyer's premium.

38. Payment of net sales proceeds to the seller

Unless HBAA has been notified by the buyer of his intention to rescind the sale on the basis that the lot is a counterfeit, HBAA shall send to the seller within six (6) weeks from the date of the sale of the lot, the net sales proceeds received from the buyer in cleared funds, less any other amount owing by the seller to HBAA or any HBAA's affiliated company. The seller should note that the net sales proceeds payable to the seller is derived from the actual proceeds of sale received by HBAA from the buyer. In the event of late payment by the buyer, HBAA shall, within two (2) weeks of receipt of such payment in cleared funds from the buyer, make such remittance to the seller. HBAA reserves the right to release a lot to the buyer before receipt of the full amount due for the lot.

39. Rescission

Where HBAA is satisfied that the lot is a counterfeit, HBAA shall rescind the sale and notify the seller of such rescission. HBAA shall, in their absolute discretion, be entitled to dispense with the requirements of Condition 4 in determining whether or not a particular lot is a counterfeit. Within ten (10) days of receipt of the notice advising the seller of the rescission of the sale, the seller undertakes to refund to HBAA on demand the full amount due if HBAA has at that time paid the seller the whole or part of the full amount due to him. In the latter case, HBAA shall exercise a lien over any properties of the seller in its possession pending settlement of the full amount of refund due from the seller.

For the avoidance of doubt, the seller shall indemnify HBAA and its employees in full on demand against all claims, costs or expenses incurred by HBAA in relation to the lot as well as any loss or damage resulting from the same.

40. Non-payment by the buyer

In the event the buyer fails to pay the full amount due within four (4) weeks from the date of the sale, HBAA shall be entitled to agree to special terms on behalf of the seller for payment, storage and insurance, and to take any necessary steps to collect the amount due from the buyer. However, HBAA shall not be obliged to remit the payment due to the seller, nor to take any legal proceedings on behalf of the seller. HBAA shall discuss with the

seller and agree on the appropriate course of action to be taken to recover the payment due from the buyer. In addition, HBAA shall have absolute discretion to take and enforce any of the remedies set out in Condition 23 above including the right to cancel the sale and return the property to the seller. HBAA shall be entitled to charge the buyer interest for late payment in accordance with Condition 23(b) above and the seller hereby authorises HBAA to retain such interest for HBAA's own account.

If the buyer fails to pay the full amount due but HBAA agrees to remit to the seller an amount equal to the net sale proceeds, ownership of the relevant lot shall pass to HBAA. For the avoidance of doubt, HBAA shall have the benefit of all of the seller's representations, warranties and indemnities set out in these Conditions of Business.

41. Post-auction sales

In the event the lot is bought in or otherwise remains unsold by auction, HBAA shall be authorised as the exclusive agent of the seller for a period of seven (7) days following the auction date to sell such lot privately for a price that will result in a payment to the seller of no less than the amount (after deducting all charges due from the seller) to which he would have been entitled had the lot been sold at a price equivalent to the reserve price, or for any lesser amount which HBAA and the seller may agree and set out in writing. In such case, the seller's obligations to HBAA and the buyer with respect to the lot are the same as if such lot had been sold during the auction. Any reference in the Conditions of Business to the date of the auction shall be treated as being a reference to the date of the post-auction sale.

42. Unsold lots

In the event the lot remains unsold and are not re-consigned to HBAA for sale or has been withdrawn from sale for whatever reason, it must be collected from the premises of HBAA (or its storage solution provider) within seven (7) days after the auction date or within thirty (30) days after HBAA sends the seller a notice requiring the seller to collect the lot (whichever occurs first). If the lot remains uncollected at the end of such period, HBAA shall arrange for storage of the lot at the seller's expense, which may involve removal of the lot to a third party storage facility. The lot shall only be released upon full payment of all storage, transportation, insurance and any other costs incurred, together with payment of all other monies due to HBAA.

If the lot remains uncollected in ninety (90) days after the auction date, HBAA shall have the right to dispose of it as they see fit, which may involve offering the lot for sale by public auction or private sale on such price and terms as HBAA considers appropriate including those relating to estimates and reserves. HBAA shall then account to the seller for the

proceeds of sale (after deducting all payments due to HBAA under the terms of the Consignment Agreement). Without prejudice to the above, HBAA shall be entitled to keep possession of any unsold lot until the seller has paid all amounts owing to HBAA under the Consignment Agreement, and HBAA shall have the right to sell the lot on such terms as HBAA considers appropriate, to use or deal with it in order to recover any outstanding sums from the seller, and HBAA shall then account to the seller for the proceeds of sale after having deducted from the proceeds all amounts due to HBAA from the seller.

D. CONDITIONS CONCERNING BOTH BUYERS AND SELLERS

43. Governing law

These Conditions of Business and any amendment to them shall be governed by and interpreted and construed in accordance with the laws of Malaysia.

44. Jurisdiction

HBAA and all buyers and sellers (and any prospective buyers or sellers) agree that the courts of Malaysia are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the validity, effect, interpretation or performance of, or the legal relationships established by, these Conditions of Business or otherwise arising in connection with these Conditions of Business.

45. Service of process

All buyers and sellers irrevocably consent to service of process or any other documents in connection with proceedings in any Court by facsimile transmission, personal service, delivery at the last address known to HBAA or any other usual address, mail or in any other manner permitted by Malaysian law, the law of the place of service or the law of the jurisdiction where proceedings are instituted.

46. Photographs and illustrations

The buyers and sellers agree that HBAA shall have the absolute right (on a non-exclusive basis) to photograph, video and otherwise reproduce images of each lot consigned to HBAA for sale. The copyright of all images, illustrations, written materials and published contents produced by or on behalf of HBAA relating to each lot shall remain at all times the property of HBAA and shall not be used by any person without the prior written consent of HBAA. HBAA shall have the right to use all such materials in whatever manner it deems fit in the normal course of HBAA's business and the business of its affiliated companies.

47. Copyright

No representations or warranties are made by either the seller or HBAA as to whether any lot is subject to copyright nor as to whether the buyer acquires any copyright in any lot sold.

48. Export/Import and embargoes

No representations or warranties are made by HBAA or the seller as to whether any lot is subject to any export restrictions from Malaysia or any import restrictions of any other country. Similarly, HBAA makes no representations or warranties as to whether any embargoes exist in relation to particular lots.

49. Notices

Any letter, notice, request, demand or certificate:

(a) if delivered personally shall be deemed to be received at the time of receipt by the recipient; or

(b) if despatched by prepaid registered post, first class post or express or air mail or other fast postal service shall be deemed to have been duly served within seven (7) days of despatch (notwithstanding that it is returned through the post undelivered); or

(c) if sent by telex or by facsimile transmission or other electronic media shall be deemed to have been given at the time of transmission, and if sent by telegram or cable shall be deemed to have been given 24 hours after despatch.

Any notice sent to HBAA shall be sent to: Wisma Henry Butcher, No. 25 Jalan Yap Ah Shak, Off Jalan Dang Wangi, 50300 Kuala Lumpur, Wilayah Persekutuan.

Any notice which HBAA delivers to the buyer or seller may be sent to the last address known to HBAA.

50. Severability

If any part of these Conditions of Business is found by any court to be invalid, illegal or unenforceable, that part shall be discounted and the rest of the conditions shall continue to be valid to the fullest extent permitted by law.

51. Personal details

If HBAA so requests, each of the buyer, the seller and any bidder at auction agrees to provide (in a form acceptable to HBAA) written confirmation of their name, permanent address, proof of identity and creditworthiness.

52. Introductory fees

HBAA reserves the right to claim for the payment of an introductory fee or selling commission for the lot from any party.

53. Miscellaneous

(a) The headings and introduction to these Conditions of Business do not form part of the Conditions of Business, but are for convenience only.

(b) No act, failure to act or partial act by HBAA shall be deemed a waiver of any of its rights hereunder.

(c) The singular includes the plural and vice versa where the context requires.

(d) These Conditions of Business shall not be assignable by the buyer or the seller without the prior written agreement of HBAA. However, these Conditions of Business shall be binding on any of your successors, assigns, trustees, executors, administrators and representatives.

(e) Where terms have special meanings ascribed to them, a glossary may appear before the first lot in the relevant catalogue.

AN INVITATION TO CONSIGN



We are now inviting consignments for our forthcoming auction in

JUNE 2011

REGISTER WITH US TODAY FOR MORE DETAILS & UPDATES

FOR ENQUIRIES & REGISTRATION:

+6012-260 7303
+603 2694 2212
info@hbart.com.my

or visit us at
www.hbart.com.my

LEFT
Chuah Thean Teng, Dato'
Come Sing with Me, c.1970s
70cm x 97cm
Batik

ESTIMATE ON REQUEST

Henry Butcher Art Auctioneers will also be participating in



for further enquiries on the upcoming auction or to consign, visit us:

MATRADE Exhibition and Convention Centre (MECC), KL.
10.30 am – 7.30 pm (Oct 28 - Oct 31)
10.30 am – 5 pm (Nov 1)

HENRY BUTCHER
ART AUCTIONEERS

We're pleased to offer a special arrangement
exclusively for Consignors & Buyers at

art auction malaysia

to enjoy **50% savings** on the
conservation framing and advisory services of

PINKGUY®

*where the techniques and materials used are designed to preserve the life and
value of your collections.*

PinkGuy Malaysia Art & Frame is a professional conservation frame maker providing innovative custom framing solution and conservation services. Its philosophy ensures that every piece of artwork be given individual consideration to determine the appropriate frame, treatment, adhesives and matting options.

THE FRAME

Innovative custom framing solutions will be provided to suit each individual's collection, requirements and decoration. True to its core belief that a work of art needs to be protected by a quality frame, every piece framed by PinkGuy will be signed with a small diamond stud at the side of each frame, much like a master artist signing off his creation as a seal of approval of his own work.



THE CONSERVATION MOUNT

Museum quality rag mat boards in a variety of widths and natural tones are designed to protect and preserve the artwork. They are solid core, made from 100% cotton fiber which is a traditional paper making material, proven stable over hundreds of years. They are not only acid free but are designed to absorb acid from the art as well as the environment.

THE GLAZING

Works on paper need to be mounted clearly away from the glass to allow for air circulation and movement. This is necessary because of moisture, smoke, acidic fumes and a host of threatening conditions artwork often faces. Pastels and chalk drawings should be held at least 5-6mm from the glass, using either forward wood, double or triple mounts.

Museum quality UV-filtering plexiglass and glass are available and recommended for valuable collections to protect them over time from the colour-fading UV-rays. Light exposure has a pronounced effect on paper condition and pigments. These products also offer anti-reflective and anti-static properties.

THE BACKING BOARDS

A matted or floated artwork is backed for further protection with an acid free corrugated board or a corrugated plastic board where drastic humidity changes may be a concern. It is then sealed with a black tape, which will protect the artwork and preserve the frame.

Inappropriate water based adhesives and tapes can cause severe damage, as the process with water will allow dry-wood termite to penetrate the frame. These adhesives often harden and become brittle, turning orange or brown in colour, and causing the artwork to do the same. 3M Stoppers will be placed at corner edges of the frame to prevent direct contact with wall surface and allow air circulation.

INSTALLATION

Adjustable braided steel wire and levelling laser are used to ensure accurate levelling and minimize unnecessary damage to walls. D-ring hangers attached to the frame and covered with foam will avoid scratches on wall surface as well as protect other artworks which may come into contact with the framed work during movement and handling.

BEFORE



AFTER



Bidder Registration Form

Bidder No. (for office use)

To be completed by the person who will be bidding in the auction saleroom.

Billing Name		Client Number (for office use only)	
Address		I.C. / Passport No.	
City	State	Postal Code	Country
Office Phone No.	Home Phone No.	Mobile Phone No.	
Email Address		Fax No.	
Sale Title		Sale Date	
Malaysia Modern and Contemporary Art Collection		8 August 2010	

Identification / Financial Reference

(Please attach the following documents when submitting your registration form)

Proof of Identity (circle): Identity Card / Passport / Driving License / Company Registration / Others (please state) _____

Proof of Address: Utility Bill and Bank Statement (issued within the last 6 months) (for office use)

(Financial references are to be furnished to HBAA upon request)

Name of Bank		Account No.
Bank Address		
Contact Person at the Bank		Telephone No. (of bank contact)
Credit Card No.	Credit Card Type	Issuing Bank

I have read the Conditions of Business, Guide to Buying at Henry Butcher Art Auctions and Important Notices printed in the auction catalogue, and hereby agree to be bound by them.

I hereby confirm that I am registering to bid at the auction as principal and will be held personally and solely liable for the bid, in particular to pay the purchase price, which is the hammer price plus the buyer's premium (10% of hammer price) and all applicable taxes, plus all other applicable charges. I understand that the invoice will be made out in my name, unless it has been explicitly agreed in writing with Henry Butcher Art Auctioneers Sdn Bhd (HBAA) before the commencement of the sale that I am acting as agent on behalf of an identified third party (hereinafter referred to as "disclosed principal") acceptable to HBAA. In such circumstances, both myself and my disclosed principal will be jointly and severally liable for all obligations arising from the bid and my disclosed principal shall be bound by the Conditions of Business by my bid as his agent in the same way as if he were bidding personally.

I further understand that if my bid is successful, I will be asked to sign a buyer's acknowledgement form upon the fall of hammer and to make payment of 5% of hammer price (or RM500, whichever is greater) as a non-refundable earnest deposit before leaving the sale room. Failure to sign the form and make payment for the earnest deposit will render the sale to be null and void and the auctioneer may re-offer the lot for sale.

I understand that the auction catalogue does not state any imperfections to the lot(s) and I can obtain condition reports from HBAA upon request. I further understand that all references in the catalogue entry or the condition report are for guidance only and should be evaluated by personal inspection as all lots are sold "as is", and I am responsible for examining a lot prior to the sale and to satisfy myself as to the condition of the lot and that the lot matches any written or oral description provided by the seller or HBAA.

I also understand that the estimated price range provided in the catalogue should not be relied on as a statement that this is the price at which the lot will sell or its value for any other purpose, and it does not include the buyer's premium.

I hereby authorise Henry Butcher Art Auctioneers Sdn Bhd and its bank representative to request for bank references relating to the account(s) specified by me above.

Signature	Date
Print Name (IN BLOCK LETTERS)	

Absentee Bid Form

Bidder No. (for office use)

Please complete the absentee bid form below and fax a signed copy to Henry Butcher Art Auctioneers Sdn Bhd at +(603)2694 5543.

Billing Name		Client Number (for office use only)	
Address		I.C. / Passport No.	
City	State	Postal Code	Country
Office Phone No.	Home Phone No.	Mobile Phone No.	
Email Address		Fax No.	
Sale Title		Sale Date	
Malaysia Modern and Contemporary Art Collection		8 August 2010	

I request that Henry Butcher Art Auctioneers Sdn Bhd (HBAA) enter bids on the following lot(s) up to the maximum bid amount I have indicated for the lot(s). I understand that by submitting this bid, I have entered into a binding contract to purchase the lot(s), if my bid is successful. I understand that if my bid is successful, I will be obligated to pay the purchase price, which will be the hammer price plus the buyer's premium (10% of hammer price) and any other applicable taxes. I further understand that I may be requested to place with HBAA a non-refundable earnest deposit equivalent to 5% of the maximum bid amount indicated herein, in the form of a bank draft, personal cheque, credit card payment or telegraphic transfer into HBAA's account. In the event none of my bids are successful, the earnest deposit shall be returned to me in full.

I understand that HBAA executes absentee and telephone bids as a convenience for clients, and is not responsible for inadvertently failing to execute bids for any errors relating to execution of bids, including computer-related errors. On my behalf, HBAA will try to purchase the lot(s) for the lowest possible price, taking into account the reserve price and other bids.

If identical absentee bids are left, HBAA will give precedence to the first bid received. I hereby acknowledge and agree that all successful bids are subject to the Conditions of Business printed in the auction catalogue published by HBAA, a copy of which has been made available to me prior to the auction.

I understand it is my responsibility to check that there are no late saleroom notices affecting the sale of the lot(s) specified herein, which bidders in the saleroom have been notified at the commencement of the auction by the auctioneer. I hereby authorise HBAA to contact me on the number below for telephone bidding. I understand and accept the inherent risks of bidding over the telephone and will not hold HBAA responsible for any errors that occur.

Signature	Date
Print Name (IN BLOCK LETTERS)	

Please enter the bids in Ringgit Malaysia. Bids in foreign currency will not be accepted.

Lot No.	Artist Name / Title of Lot	Maximum Bid Amount (RM) (excluding Buyer's Premium)	Register for Telephone Bidding (please tick)
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

Telephone number during Sale (for telephone bids only) _____

Please attach a copy of Identification: Identity Card / Passport / Driving License / Company Registration AND Proof of Address: Utility Bill and Bank Statement (issued within the last 6 months)

To allow time for processing, bids must be received at least one (1) day before the sale. Henry Butcher Art Auctioneers confirms faxed bids by return fax. If you have not received a confirmation within the same day, kindly contact us at +(603) 2694 2212 or re-submit your bid(s).

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ILLUSTRATION

Lot 60
Lim Kim Hai
Gentle Breeze, 1983



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