

THE **EDGE** AUCTION

Modern and Contemporary Malaysian Art

KUALA LUMPUR AUCTION

Saturday, 29 June | 1.00PM
DoubleTree by Hilton Kuala Lumpur

SINGAPORE PREVIEW

15 & 16 June
Artspace@Helutrans, Gallery 1
39 Keppel Road, Tanjong Pagar Distripark
#02-03 Singapore 089065

KUALA LUMPUR PREVIEW

21-27 June 2013
G5-G6 Mont' Kiara Meridin, 19 Jalan Duta Kiara,
Mont' Kiara, 50480 Kuala Lumpur



LOT 29 | CHONG SIEW YING PAPER ROSE, 2007



MESSAGE

Are works of art things to be enjoyed for pure pleasure or are they another investment class that we can profit from?

The answer is probably both.

And that is why we at The Edge Media Group decided to take a big step forward to expand our art coverage, start an art gallery and conduct an art auction.

We hope to help our readers make money by keeping them well informed of the business world and, at the same time, guide them on how to spend their profits on the finer things in life!

In so doing, we hope to keep our discerning readers updated on what's happening in the world of art through our column in the *Options* pullout called *Galerie*, and to enjoy exhibitions that we will hold at our own gallery, aptly called *The Edge Galerie* at Mont'Kiara in Kuala Lumpur.

For our first auction, we have selected 33 art pieces by some of Malaysia's most renowned artists. We have set the estimated value of each piece at a minimum of about RM20,000 as guidance for inclusion in the auction.

A lot of work has been put in over the last several months and I would like to recognise the efforts of *The Edge Malaysia* managing director Au Foong Yee, Anne Tong, and Johnni Wong and his team.

To all the art owners and artists who have provided input and advice, a big thank you as well to all of you.

I would like to acknowledge our chairman Datuk Tong Kooi Ong, who is an avid art lover and collector. It was with his encouragement and support that we have been able to put everything together.

To all the art lovers and collectors, we hope you will find in this catalogue some gems that you have always wanted to have – whether for pure pleasure or as a sound investment. Happy bidding!

Ho Kay Tat
Group CEO & Publisher
The Edge Media Group



LOT 11 | JOLLY KOH *THE PLOUGH*, 2013





LOT 24 | IBRAHIM HUSSEIN, DATUK KUALA LUMPUR IX MONTHS, 1970

IBRAHIM HUSSEIN
KUALA LUMPUR IX MONTHS 1970

Modern and Contemporary Malaysian Art

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1

ABDUL LATIFF MOHIDIN

b. 1941, Negeri Sembilan

Pago-Pago 1966

14.3cm x 9.7cm

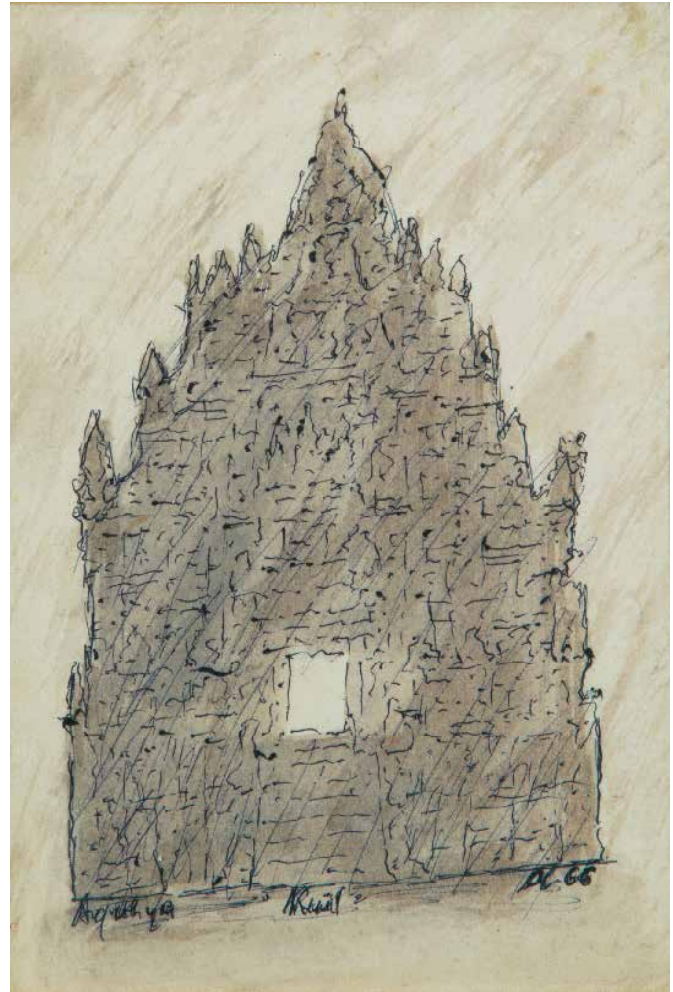
Ink on paper

Signed '3 März AL 66', bottom right

PROVENANCE

Collection of The Art Gallery, Penang

RM21,000 – RM30,000



Verso – Ayuthya

The National Visual Arts Gallery retrospective of Abdul Latiff Mohidin's work, *6 Decades of Latiff Mohidin* (December 2012–June 2013, Kuala Lumpur), defines his career in six series. The *Pago-Pago* series (1964–69) is one of them, and this exhibition demonstrated how Latiff has spent extended periods of time obsessively re-working and developing a single idea, producing a significant body of works surrounding each theme.

This particular lot, featuring a drawing on the front and back of a single sheet of paper, represents a significant part of the development of *Pago-Pago* as a whole. Latiff travelled to Cambodia in 1966 and found great inspiration in Angkor's temples, which to him seemed like "unfinished works of a great sculptor". This particular page is dated 3 March 1966. His drawings and sketches generally do not attempt to be representational, and neither do they attempt to document what he saw. Rather, Latiff focuses on what he calls the "energy-movement" of the structures, exemplified by the directional lines.

The verso drawing appears to be a silhouette, a simple outline delineating an overview. The drawing on recto, however, bears more resemblance to the *Pago-Pago* paintings. It explores the forces of tension and weight within these man-made structures, weaving downwards and upwards on the page. The two drawings show Latiff's thought process within a single sheet of paper, embodying the spirit of *Pago-Pago* with Latiff's distinctly layered style.

References/Literature

T.K. Sabapathy, *Latiff Mohidin: Journey to Wetlands and Beyond*, Singapore Art Museum, Singapore, 2009

T.K. Sabapathy, ed., *Pago-Pago to Gelombang: 40 Years of Latiff Mohidin*, Singapore Art Museum, Singapore, 1994

Abdul Latiff Mohidin, *Line Latiff Mohidin From Point to Point*, trans. Adibah Amin, Dewan Bahasa dan Pustaka, Kuala Lumpur, 1993



Recto - Angkor, Bayon

2

KHOO SUI HOE

b.1939, Kedah

Figure with a Bird 1967

96cm x 96cm

Oil on canvas

Signed 'Sui Hoe 67', bottom left

PROVENANCE

Private Collection, Kuala Lumpur

Acquired directly from artist

RM21,000 – RM23,000

“Landscapes, mask-like faces, natural forms and objects both recognisable and imaginative will reverberate with emotive force. I invite the viewer to see what each whimsical world might in fact contain.” – Khoo Sui Hoe

Khoo Sui Hoe attended the Nanyang Academy of Fine Arts in Singapore in 1959 and furthered his studies at the Pratt Graphic Center in New York in 1974. He won first prize in oil painting at the Malaysian Art & Craft Competition in 1965 and was awarded a grant from the John D. Rockefeller III Fund in 1974. He was also awarded a certificate of merit at the Las Vegas Art Museum.

References/Literature

Dato' Tang Hon Yin, ed., *Utara after 3 Decades*, UTARA, Penang, 2011

The Painted World of Khoo Sui Hoe, Penang State Art Gallery, Penang, 2007

Dr Chew Teng Beng, *Kedah to Bali*, Daiichi Modern Art Gallery, Kedah, 1998



3

CHEAH EWE HOON

b. 1950, Penang

The Woodpecker 1998

100.5cm x 70.5cm
Acrylic on canvas
Signed, bottom right

PROVENANCE
Private Collection, Penang

EXHIBITED
Beautiful Journey (solo exhibition)
1–26 August 2012, Penang State Museum & Art Gallery

RM21,000 – RM23,000

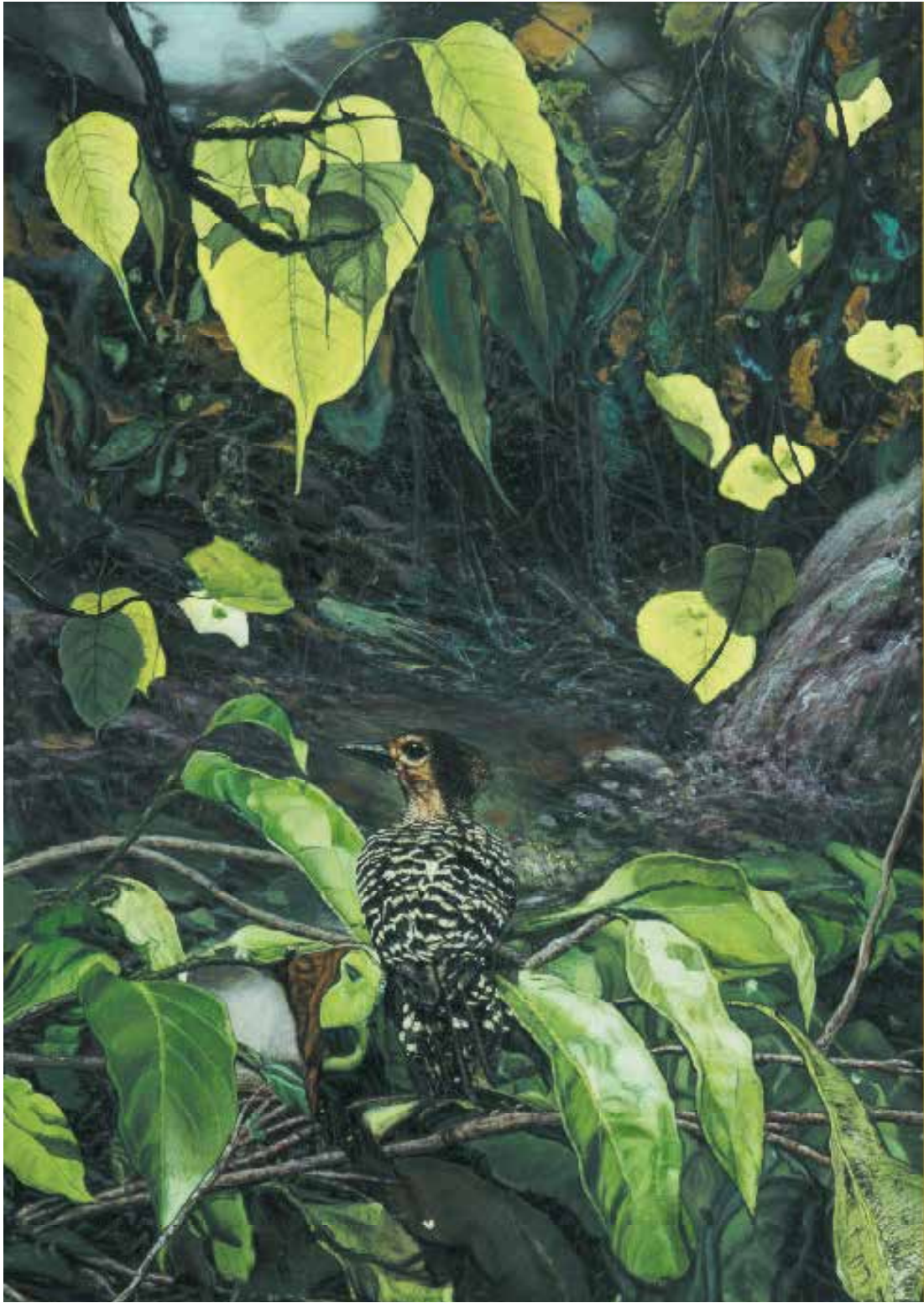
Award-winning artist Cheah Ewe Hoon was bestowed the Malaysian Watercolour Society award twice, once in 1984 and again in 1990. She also won a prize in the Emerald City Classic VI Competition (USA) in 1986 for acrylic painting. Her skills are demonstrated aptly in *The Woodpecker*. Cheah navigates detail with ease and efficacy, transcribing each leaf and feather onto canvas.

Now in her 60s, her natural talent has led her to interpret nature in a hyper-realist fashion. Rather than impulsively sketching outdoors, Cheah crafts the image painstakingly within the confines of her tiny studio at her wooden house near the Air Itam market in Penang.

While maintaining the illusion of reality, Cheah infuses her work with her own imagination, conjuring idyllic lighting, handpicking the elements that go into the final image. Many of her naturalistic scenes only exist in her mind. When asked what motivated her to paint, she says, "If I don't paint well, nobody would want to buy my work. And I won't be able to support myself." Cheah is truly one of Malaysia's most gifted artists but is relatively under-appreciated in her own backyard.

References/Literature
Options, The Edge Malaysia, June 3, 2013

Dr Tan Chee Khuan, *Penang Artists 1920–1990*, The Art Gallery, Penang, 1990



4

SHARIFAH FATIMAH SYED ZUBIR, DATO'

b. 1948, Kedah

Rasa Kesuma Adikara 2 2009/2010

76.2cm x 76.4cm

Acrylic on canvas

Signed with detail on reverse

PROVENANCE

Illustration: *Utara after 3 Decades*, 2011,

Published by Utara, Page 53.

Collection of The Art Gallery, Penang

RM21,000 – RM30,000

"I want the colours of my paintings to be like the music of the reed, symbolically seen as the externalization of an inner movement..." – Dato' Sharifah Fatimah Syed Zubir

Sharifah Fatimah won the best student award at the MARA Institute of Technology in Selangor (now UiTM) in 1971. Later, she attended Reading University on a Federal scholarship, obtaining First Class Honours in her BA in Fine Art in 1977. She pursued her Masters in Fine Art at the Pratt Institute in New York. She was awarded a fellowship from the John D Rockefeller III Fund and the Studio Scholar Award. During the 80's, Sharifah Fatimah participated in the Islamic Revivalist Movement, shifting her focus from figurative paintings to abstract art in a style distinctively hers.

In 1979, she won an award at the Salon Malaysia, held at the National Art Gallery. In 2003, she won third prize at the Second Biennale of Contemporary Painting of the Islamic World in Iran. Her work is widely collected, including by overseas institutions such as MoMA in New York, the Singapore Art Museum, as well as by collectors in Brunei, UAE, Croatia and Switzerland. She was awarded a Datukship by the Sultan of Kedah in 2007.

References/Literature

Sharifah Fatimah Zubir, *Chasm of Light: Works*, Artfolio, Kuala Lumpur, 1996

Dato' Tang Hon Yin, ed., *Utara after 3 Decades*, UTARA, Penang, 2011



5

LEE CHENG YONG

b. 1913, China – d.1974, Penang

Portrait of A Gentleman undated

53cm x 36.5cm
Oil on canvas
Signed 'CY', bottom right

PROVENANCE
Private Collection, Penang

Illustrated: *Eight Pioneers of Malaysian Art*,
Published by Penang State Museum & Art Gallery,
Page 180

RM25,000 – RM35,000

Lee Cheng Yong trained at the Sin Hwa Art Academy in Shanghai where he was exposed to modern Western art movements such as Cubism and Expressionism. This is cited as one of his main inspirations for producing works in such varied styles in multiple media, from painting to sculpture and murals.

This portrait seems to draw from multiple sources. With bold outlines and broad brushwork, Lee references Western painters such as Paul Gauguin (1848–1903) and Vincent van Gogh (1853–1890). This gentleman, modelled in a sculptural fashion, demonstrates Lee's ability to transfer his skills from medium to medium. What is unusual and stylistically bold for an artist of his time is to deploy a daring colour combination by using purple in this portrait.

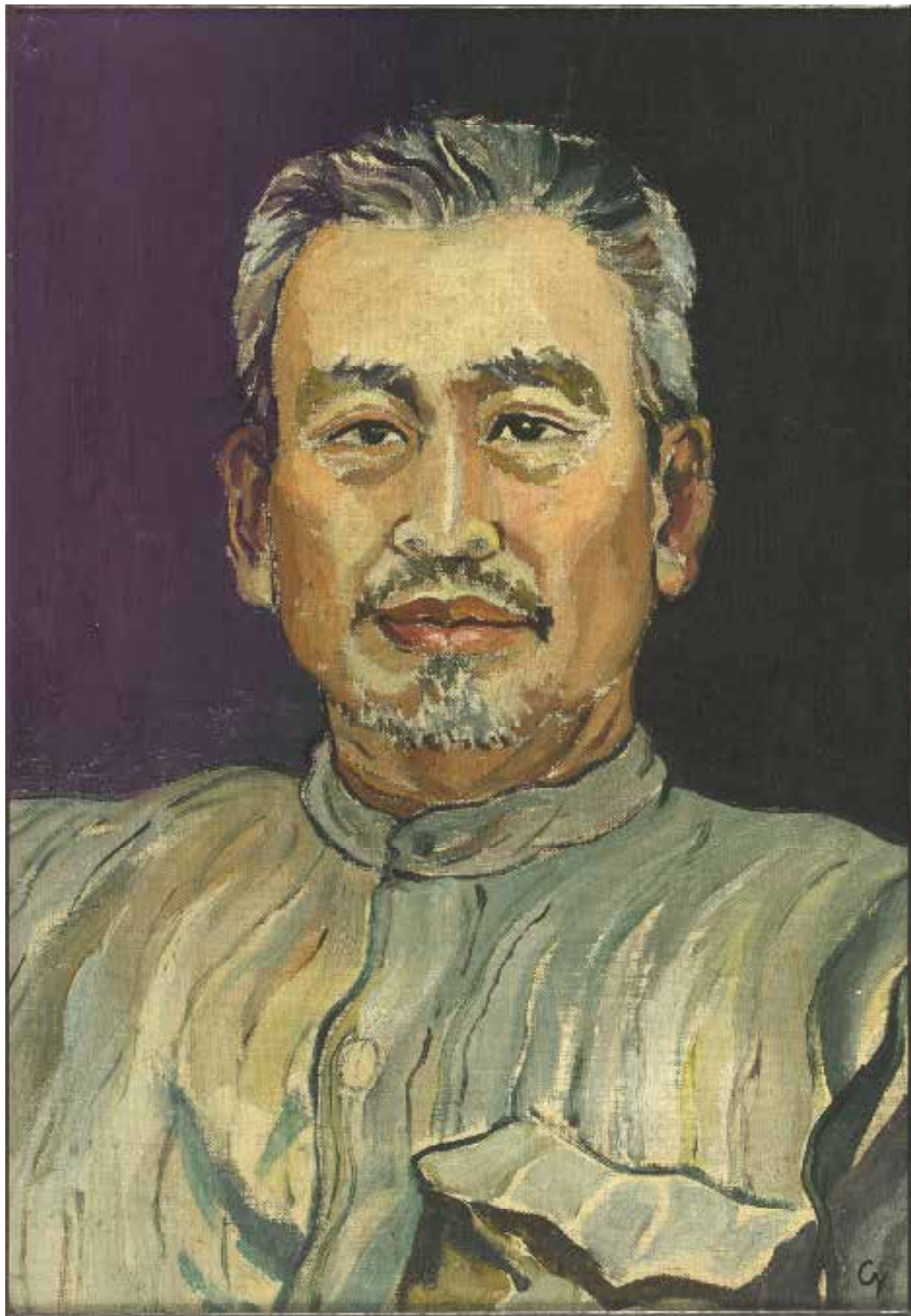
Dr. Askandar Unglehert, a lecturer at University Sains Malaysia in Penang, describes Lee's portraits as thus, "He doesn't paint people, he paints personalities perceived as monuments to humanity."

Known to be a generous teacher willing to supply his less-privileged students with the necessary materials to continue their art studies, Lee was honoured with the *Lee Cheng Yong Memorial Exhibition* by The Art Gallery, Penang in 1996, as well as a retrospective by the Penang State Art Gallery in the same year. He was president of the Penang Chinese Art Club for many years, and his works are collected not only by locals but also the Fukuoka Art Museum and the Singapore Art Museum.

References/Literature

Dato' Dr. Tan Chee Khuan, *Eight Pioneers of Malaysian Art (with a supplement on Peter Harris)*, Penang State Museum & Art Gallery, Penang, 2013

Dr. Tan Chee Khuan, *Lee Cheng Yong: Retrospective Exhibition*, Penang State Art Gallery, Penang, 1996



6

CHUAH THEAN TENG, DATUK

b. 1912, Fujian, China – d. 2008, Penang

Female Nude undated

62cm x 88cm

Batik

Signed 'Teng', bottom left

PROVENANCE

Private Collection, Kuala Lumpur

Exhibited: ArtExpo Malaysia 2012, Kuala Lumpur

RM70,000 – RM90,000

*“Suddenly I thought to myself” said Teng, gesturing with his left hand, “as an artist I can paint like this,” and gesturing with his right hand, “as a batik craftsman I can do good work like that.” “Then I suddenly asked myself why can’t I do them both at once?” and as he spoke, he brought his hands together in a clap. – Extract from “Teng, Master of Batik”, Frank Sullivan in *Batik Painting by Chuah Thean Teng**

Although trained at the Amoy Art Institute in Fujian, Chuah moved to Penang with his parents in 1932 to help in his father’s trading company. Following World War II, Chuah opened a batik factory in 1945. However, it failed after a year and he was left with a large quantity of batik material. He began experimenting in the medium, perfecting his technique in the 1950s. His work is characterised by exaggerated forms defined by colours and lines.

This nude is cast in a bold outline, flattening her against a landscape of a rich blue hue. On the one hand, she is contained by Chuah’s thick lines, yet the veins of batik colouring her body threaten to add depth and destroy the effect of two-dimensionality. She reclines, resting on an arm with a bird perched on her knee. The use of primary colours is impactful: the yellow of the sun or moon, contrasting heavily with the blue, and the red of her lips and nipples. Chuah was awarded a Datukship by the Penang State Government in 1998.

References/Literature

Chuah Geh Bee, *Batik Painting by Chuah Thean Teng*, Yahong Art Gallery, Penang, 1992

Tan Chong Guan, *Chuah Thean Teng Retrospective*, Penang State Art Gallery, Penang, 1994



7

TAY MO LEONG, DATUK

b. 1938, Penang

Balinese Dancers

c. 1980s

100cm x 70cm

Watercolour on paper

Signed 'T.Mo Leong', bottom left

PROVENANCE

Private Collection, Penang

Acquired directly from artist

RM21,000 – RM23,000

Tay Mo Leong's *Balinese Series* was exhibited at the E&O Hotel in Penang in 1979. This particular version of the Balinese dancers is rendered with bright hues. The green and red tones, normally contrasting colours, seem to complement each other and lend the composition a sense of vibrancy. The artifice of the dancers' painted hands and faces is only accented by their rather dark feet, as they blend in with their blurry surroundings. Tay, in an interview, described how he was fascinated with colour schemes in cultural dances. In preparing for a work such as this, he would study costume designs intently, painting half the image from life and then taking it back to his studio to finish the work.

Tay has won several awards for his batik and watercolour artwork, as well as for his sculptures. He has held various positions in Penang institutions, including committee chairman of the Penang State Art Gallery, Penang Water Colour Society president (since 1975) and State Museum Board member. He was trained at the Provincial Taipei Normal College in Fine Art from 1957–1960 and the Art Center in Florida in 1970. He has won the Foreign Minister Award (1997) and was made a committee member of the Nippon Modern Fine Art Association (1996).

References/Literature

Dr. Chew Teng Beng, *12 Penang Artists*, NN Gallery, Kuala Lumpur, 1997

Dr. Tan Chee Khuan, *Penang Artists 1920–1990*, The Art Gallery, Penang, 1990



8

ENG TAY

b. 1947, Kedah

Longing
2002

37.5cm x 23cm x 19.5cm
Bronze sculpture (ed. 21/25)

PROVENANCE
Private Collection, Kuala Lumpur

RM30,000 – RM45,000

“In my work I have always tried to engage the viewer on a level that speaks to the inner heart. For me, it is always the quieter moments of life that are to be cherished. In these quiet moments, we can truly be ourselves and allow our minds to explore. In ‘Longing’ I tried to capture the enigmatic moment of yearning for something....or someone. This piece never reveals what she is longing for, and that is part of the mystery of life. We can never know truly what another heart longs for... but on a human level, we fully recognise and empathise with the act.” – Eng Tay

Eng Tay moved to New York in 1968 to pursue degree courses in art, first at the Art Students League and then at the School of Visual Arts. Now based in New York, Eng Tay has held many solo exhibitions overseas, mainly in the US, UK and Taiwan. His work is marked by his distinctive representation of the human figure, which he transposes into various media with equal proficiency. Eng Tay's paintings, limited edition bronze sculptures, and etchings belong to many important collections around the globe.



9

PETER LIEW

b. 1955, Perak

Chinese Guan Yin Teng Temple 2008

90cm x 121cm

Oil on canvas

Signed '2008 Peter Liew', bottom left

PROVENANCE

Private Collection, Penang

Acquired directly from artist

RM35,000 – RM45,000

Peter Liew attained his Diploma in Fine Art from the Malaysian Institute of Art in 1979. Later, he taught at the institute between 1981 and 1984.

The Guan Yin Teng is the oldest Chinese temple in Penang, dating back more than 150 years. For Liew, painting religious buildings is his way of distinguishing the cultural identity of the various communities that live in Malaysia. Incidentally, he also enjoys painting Indian temples.

Rather than focus on the spiritual aspect of these structures, he concentrates on their forms, seeing the curves and shapes that contribute to Chinese cultural heritage. To him, producing a painting of the temple preserves the heritage of the building, as well as its milieu at the time of the painting. He renders it bravely with thick expressionistic brushstrokes, and captures only its essential form and colour. Recounting what he considers to be one of his finest works, he believes that even though it is only five years later, had the painting been attempted today, the work would look different. This is one of Liew's favourite paintings, which generates positive feelings when he looks at it.



10

YEONG SEAK LING

b. 1948, Perak

Kampung Life Series (Baby Cot)

1998

96cm x 96cm

Acrylic on canvas

Signed in Chinese, bottom right

PROVENANCE

Private Collection, Penang

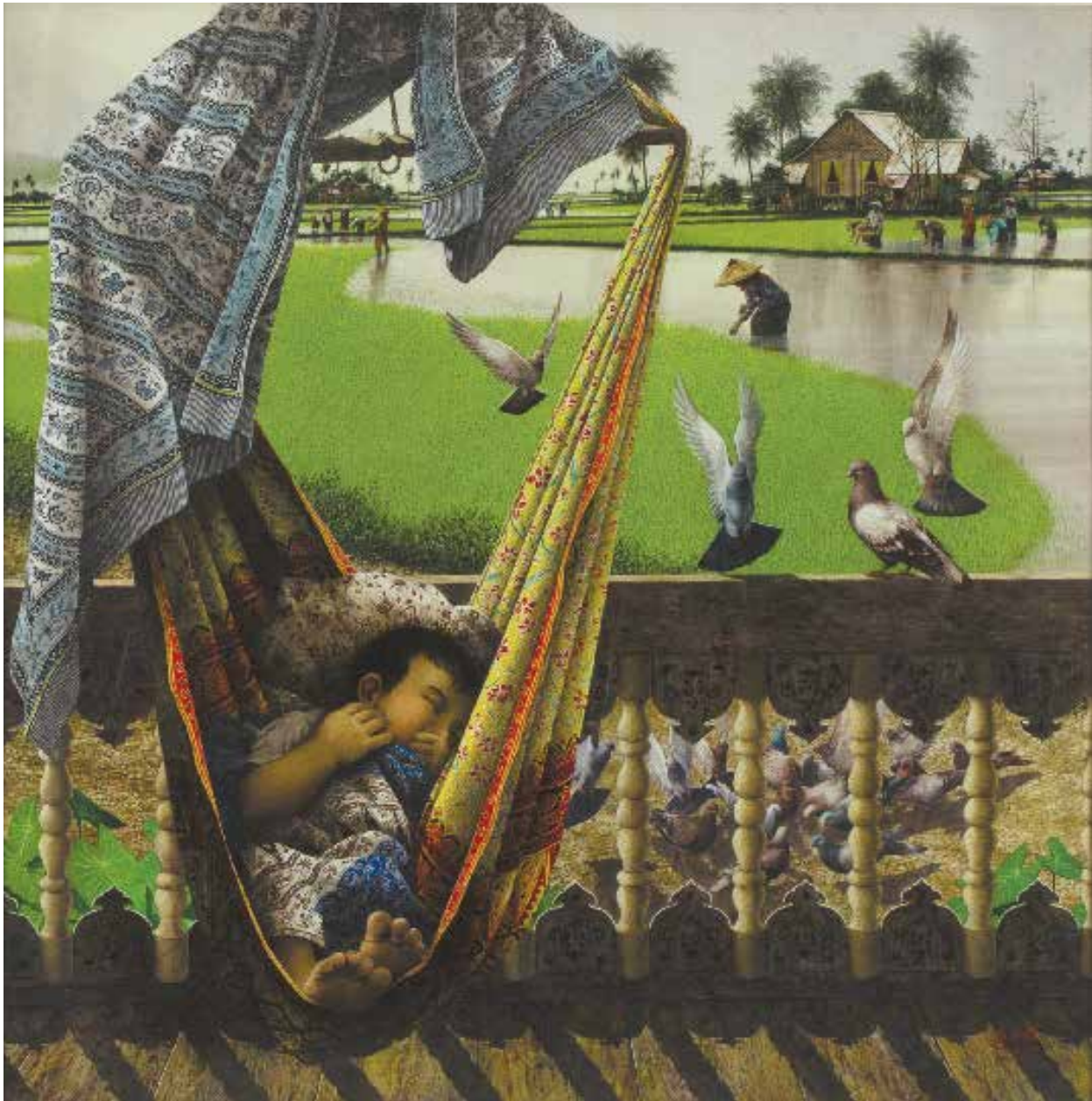
Acquired directly from artist

RM75,000 – RM100,000

Part of Yeong Seak Ling's *Kampung Life Series*, this painting focuses on a sleeping baby in a rural setting. Painstakingly painted, Yeong attends to miniscule details with equal care, carefully modelling each leaf, each basket that the women carry.

The batik cradle, with its many patterns, is delicately balanced with the rest of the painting. No one element competes for attention. The birds gather near the unguarded baby, frozen mid-air. The openness of the verandah suggests the close relationship between the rural home and nature, to the land and their livelihood. It is a picture of trust and simplicity.

Yeong is a founder member of the Penang Water Colour Society and the Utara Art Group. He has won many awards, including the Malaysia Landscape – Watercolour Paintings prize at the Kuala Lumpur National Art Gallery twice, in 1982 and 1984. His art has been exhibited widely, including in Taiwan, Argentina, and the United Arab Emirates.



11

JOLLY KOH

B. 1941, Singapore

**The Plough
2013**

122cm x 214cm
Oil and Acrylic on canvas
Signed 'Jolly Koh '13', bottom right

PROVENANCE
Private Collection, Kuala Lumpur

RM80,000 – RM140,000

“Reason is, and ought only be the slave of the passions, and can never pretend to any other office than to serve and obey them.” – David Hume, A Treatise on Human Nature

Jolly Koh's paintings are shaped by emotion and the cumulative memory of childhood experiences, reflecting childlike romanticism of viewing the stars and moonlight from his hometown, Malacca. The nightscape is a common theme of his, and one that he has been constantly evaluating and developing.

The Plough is but another name for the Big Dipper, the seven brightest stars of the constellation Ursa Major. It combines a brooding lyricism with a brighter colour palette, using a combination of acrylic and oil paint to create his typically rich, visual effects of translucent layers. *The Plough* is larger and more ambitious than his *Moonlight* series of 1997. Koh seeks to evoke emotion and to visualise beauty.

This is Koh's sentimental world. Born in Singapore, Koh grew up in Malacca as part of the eighth generation of Baba Nyonya lineage. He obtained his Masters degree and Doctorate in Education at Indiana University, USA, after graduating from Hornsey College of Art, London. His work is collected globally by noted institutions, such as the J.D. Rockefeller III Collection in New York and the Kasama Nichido Museum of Art in Japan.

References/Literature

Dr Jolly Koh, *Artistic Imperatives: Selected Writings and Paintings*, Maya Press Sdn Bhd, Kuala Lumpur, 2004



12

ESTON TAN

b. 1972, Penang

**Who Knows! I'll Be The Next Hero!!!
2007**

122cm x 121.5cm

Oil on canvas

Signed 'Eston 2007', bottom right;

Signed and dated on the reverse

PROVENANCE

Private Collection, Penang

Acquired directly from artist

RM24,000 – RM28,000

Tiny figures bearing the Malaysian flag march towards the water-front village in *Who Knows! I'll Be The Next Hero!!!*, where a flag already hangs on the exterior of a wooden home. There seems to be a sense of national pride, and communal spirit. The surface of the water is rendered with as much opacity as the more solid elements of the painting, yet owing to Eston Tan's skill, the textural differences of water against the greenery is obvious.

Tan trained at the Malaysia Institute of Art in 1991 and furthering his skills at The One Academy of Communication Design, graduating in 1993. He is a member of the Penang Water Colour Society and has exhibited in Malaysia, Taiwan and Hong Kong.



13

AHMAD SHUKRI MOHD.

b.1969, Kelantan

**Wallpaper Series No. 8
2009**

180cm x 244cm

Mixed media on canvas

Signed 'AHMAD SHUKRI '09', bottom right

PROVENANCE

Private Collection, Kuala Lumpur

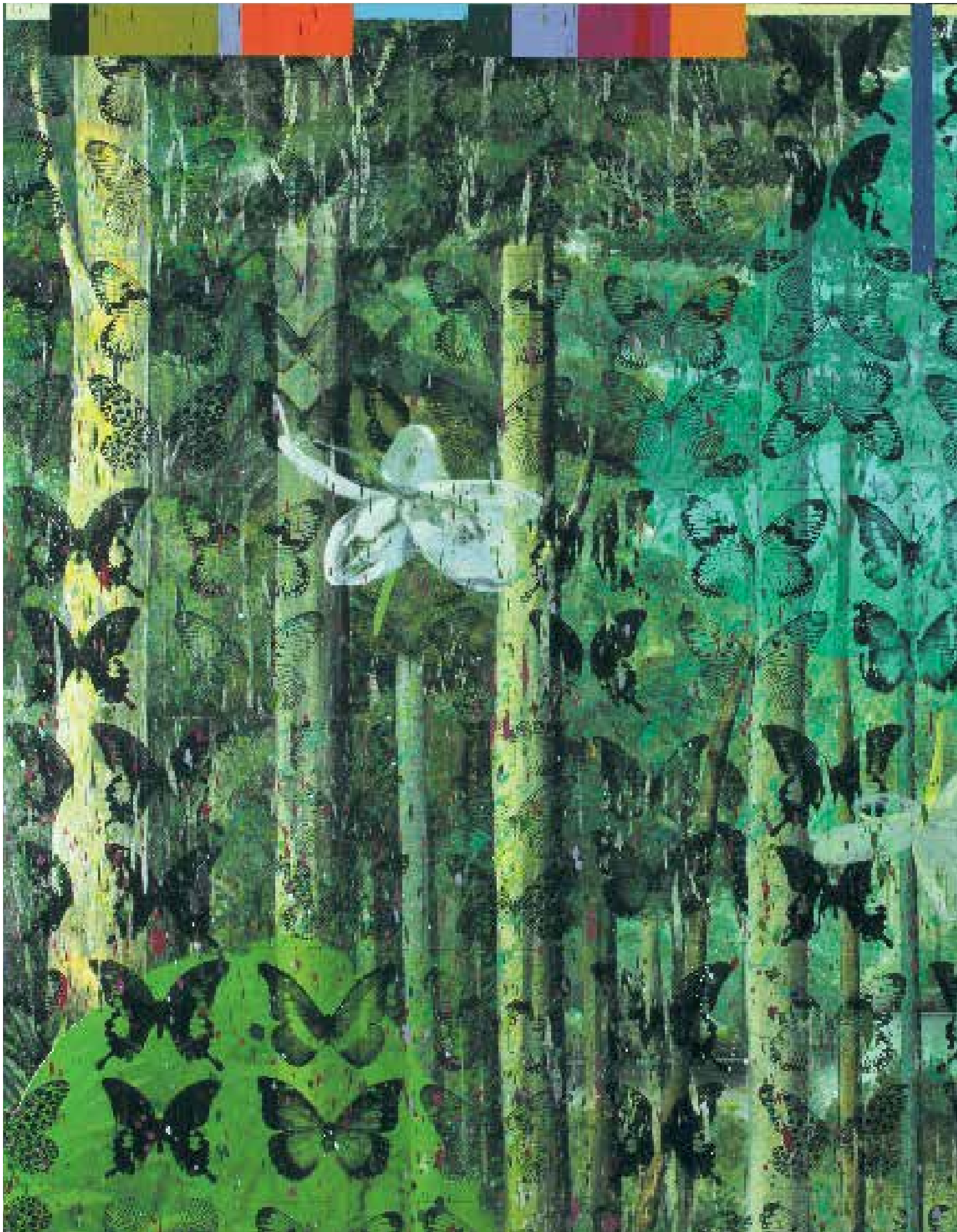
Acquired directly from artist

RM40,000 – RM45,000

On the dauntingly huge canvas, an idyllic scene of forest with a lake and waterfall is painted over and overlaid with a mass of butterflies printed in regular, sterile rows. The trees, accompanied by the columns of butterflies, only serve to emphasize the verticality of the work, making it appear even taller. Printing the butterflies in this fashion reminds of the display of an etymologist's butterfly collection, but further highlights the importance of butterflies in the ecosystem. Strips and splashes of colour punctuate the work.

Shukri graduated with a Bachelor in Fine Art from Universiti Teknologi MARA (UiTM), Selangor, in 1991, and completed a stint at the Rimbun Dahan residency programme in 2003. He has been recognised as among the Top 5 Philip Morris Malaysia Art Award (1999) contestants, as well as receiving a major award at the Young Contemporary '97 Art Competition organised by the National Art Gallery.

He has competed in the Malaysian Art Open competition in 1994 and was also awarded the juror's choice at the Philip Morris ASEAN Art Awards in 1997. He is a founding member of the artist collective, House of Matahati (HOM). Shukri's work finds a global context for his viewpoints to make them universally relevant and places greater emphasis on the message and interpretation rather than the idea itself. He also employs a workshop to help him complete his work, owing to the scale and complexity of his vision.







14

ERIC CHAN

b. 1975, Kuala Lumpur

**Ingres 1842, Chan 2008 – Magnolia
2008**

160cm x 160cm
Acrylic on canvas
Signed 'Eric Chan 2008',
bottom right on the reverse

PROVENANCE

Private Collection, Kuala Lumpur
Acquired from Richard Koh Fine Art,
Kuala Lumpur

RM30,000 – RM45,000

The source image of this painting is *The Duc d'Orléans* (1842), a portrait of the son of French King Louis-Philippe (1830-1848) which was painted by the studio of Jean-Auguste-Dominique Ingres. Chan re-appropriates the figure for his painting, consciously so, by referencing it in the title. He further adds 'Magnolia', indicating the flowers overlaying it.

Works in this style were featured in his 2007 show, *Another Place, Another Time*, at The Substation Gallery in Singapore. Chan cites European paintings as his source of inspiration, and re-appropriates them with the visual effects of the photographic negative, hence, rendering them in another place, and another time.

Based in Singapore, Chan completed his Master of Fine Art at the Royal Melbourne Institute of Technology, winning the outstanding achievement award during his Bachelor of Fine Art course. He also attended Lasalle College of the Arts in Singapore. He has exhibited in Singapore, the UK, Hong Kong, UAE, Australia, the Philippines and Indonesia. In 2002, he was the juror's choice at the Philip Morris ASEAN Art Awards, and was Highly Commended at the 2003 UOB Painting of the Year Competition. His works are collected by the Singapore Art Museum, as well as the Burger Collection, a Swiss organisation that boasts of having one of the top contemporary collections in the world, regularly lending art to other distinguished institutions such as the Guggenheim Museum in New York.

References/Literature

Lee Weng Choy, *Another Time, Another Place*. Published online at www.ericchan.net



15

SAMSUDIN WAHAB

b. 1984, Perak

See For Nothing 2008

122cm x 152cm
Mixed media on canvas
Signed 's.a.m.s.u.d.i.n', bottom right

PROVENANCE
Private Collection, Kuala Lumpur
Acquired from TAKSU KL

RM20,500 – RM22,000

Rising star Samsudin Wahab has already been recognised in *100 New Artists* (Laurence King, 2011) by London-based curator and writer Francesca Gavin as part of the new generation of innovators who are defining the global aesthetic future. The only Malaysian that year to be mentioned, Samsudin's work has been utilising imagery from popular and graphic culture to render his thoughts in an uncanny, comic-book fashion.

See For Nothing utilises the imagery of the circus, from the stars and type on the banner to the crude carnival horses. The stylised curvy figure of the woman, rendered almost as a cartoon, is flattened against the canvas, and the overall effect is that of a circus advertisement. The title *See For Nothing* alludes to the "C4" explosive mentioned in the infamous Altantuya murder case.

The artist seems to revel in the darker side of modern life which cynics view as a circus. Not only is artifice and entertainment provided at the expense of the animals and performers, but the phrase "bread and circuses" comes to mind – a political strategy devised to create a distraction to superficially appease and gain public approval.

Samsudin has concentrated his work around the issues of conspiracy, social power and governmental control. Graduating with a BA (Hons) in Fine Art from UiTM (Universiti Teknologi MARA) in 2007, he has also completed residency programmes with Rimbun Dahan (2009) and House of Matahati (2008). He was the winner of the Malaysian Emerging Artist Art Award in 2009.



16

KHOO SUI HOE

b.1939, Kedah

Girl with Gecko

1964

74cm x 60cm

Oil on board

Signed 'Sui Hoe 64', bottom right

PROVENANCE

Private Collection, Kuala Lumpur

Acquired directly from artist

RM21,000 – RM23,000

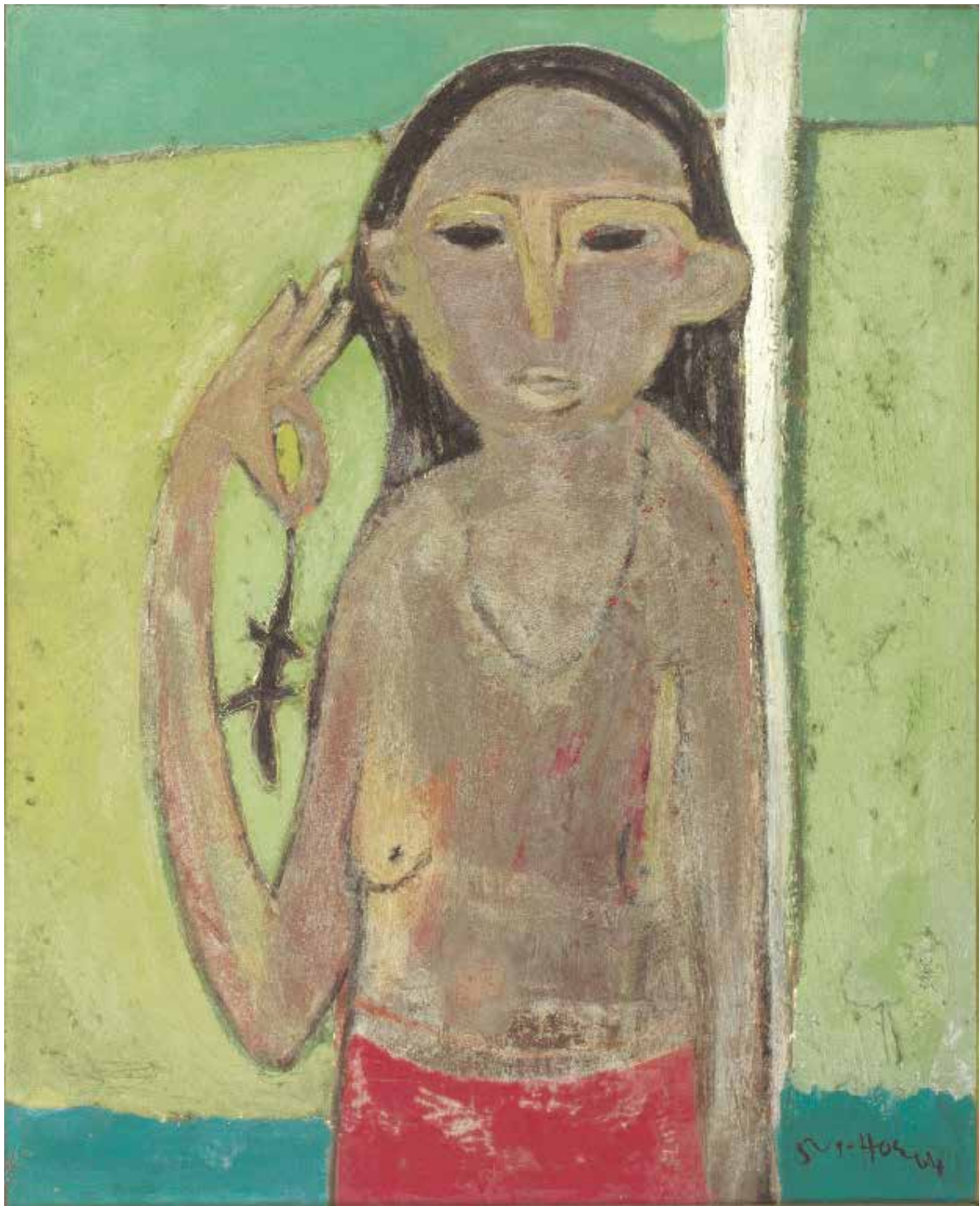
An early work with a rather playful theme, a girl holds a gecko between two fingers by the tip of its tail. Her face is rendered 'primitive' and mask-like, and whether she is disgusted or fascinated is difficult to tell. The texture is rough and gritty and the colours rather understated. Yet it has a charm unique to modern Malaysian paintings of the 1960's.

Khoo attended the Nanyang Academy of Fine Arts in Singapore in 1959 and furthered his studies at the Pratt Graphic Center in New York in 1974. He has won first prize in oil painting at the Malaysian Art & Craft Competition in 1965, and received a grant from the John D. Rockefeller III Fund in 1974.

He has been awarded a certificate of merit at the Las Vegas Art Museum. His works have been widely collected by individuals and institutions such as the National Art Gallery of Victoria in Australia, the Nordness Gallery in New York and the Singapore Art Museum, Singapore.

References/Literature

Dr Chew Teng Beng, *Kedah to Bali*, Daiichi Modern Art Gallery, Kedah, 1998



17

TAN CHOON GHEE

b.1930 – d.2009, Penang

Kapitan Kling Mosque 1994

58.5 x 38cm

Oil on canvas

Signed 'Choon Ghee 1994', bottom right

PROVENANCE

Private Collection, Kuala Lumpur

Acquired directly from artist

RM21,000 – RM25,000

In Tan Choon Ghee's impressionistic style of capturing light, the mosque and its surroundings are unified by colour. The residents that congregate in its proximity demonstrate how Kapitan Kling Mosque, set up by Indian Muslim traders in George Town during the 19th Century, has become a part of the landscape. The mingling of cultures is captured in this pleasing and harmonious painting.

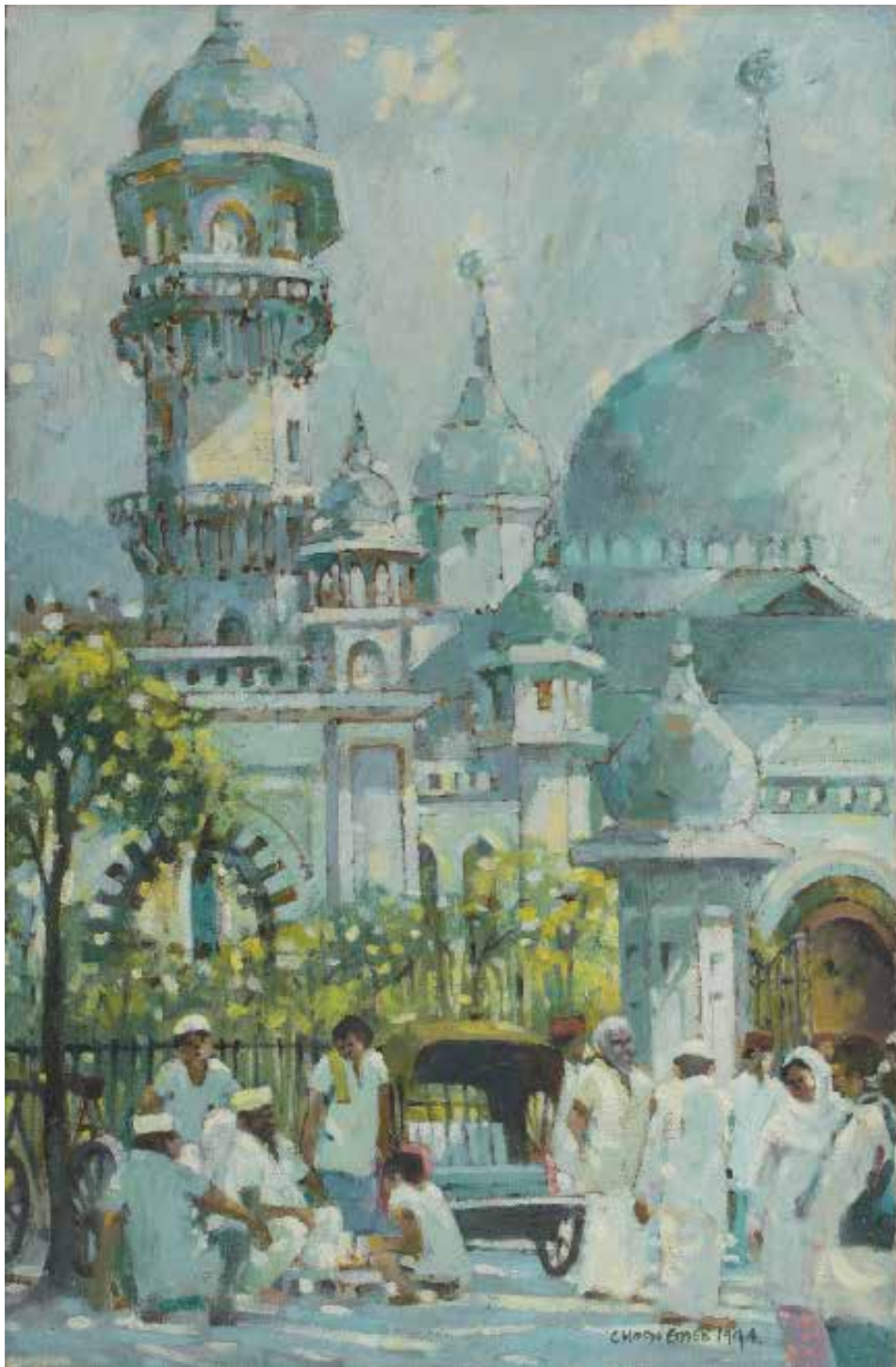
Tan attended the Nanyang Academy of Fine Art in 1951 and the Slade School of Art in London in 1959. He obtained scholarships from West Germany as well as from the Australian Broadcasting Commission. Known for his painterly skills as a watercolourist, Tan is equally adept at oil painting. However, his oil paintings are rarely available for sale. Whether in oil or watercolour, Tan's rendering of street scenes in Penang and elsewhere such as in Singapore offers the most captivating compositions. One of his watercolours, entitled *Recollections of Boat Quay* (1978), recently sold in Christie's Hong Kong on May 26, 2013.

References/Literature

Tan Choon Ghee Retrospective 1957-2000, Penang State Art Gallery, Penang, 2000

Tan Choon Ghee Retrospective, 1957-1992, The Art Gallery, Penang, 1991

The Art of Tan Choon Ghee, Georgetown Printers Sdn Bhd, Penang, 1998



18

CHEAH EWE HOON

b.1950, Penang

Mountainscape

1998

102cm x 71cm

Acrylic on canvas

Signed, bottom right

PROVENANCE

Private Collection, Penang

EXHIBITED

Beautiful Journey (solo exhibition)

1-26 August 2012, Penang State Gallery

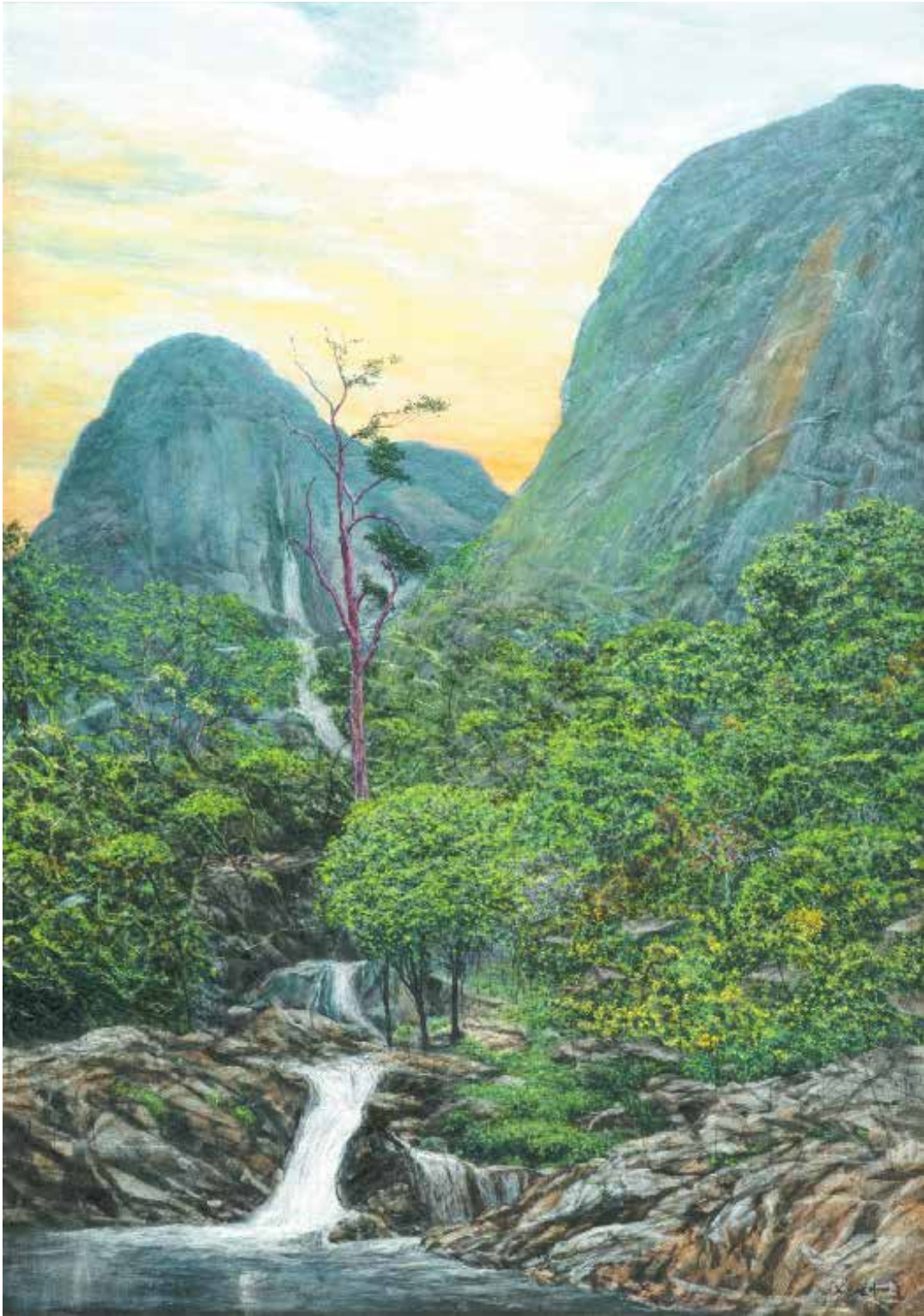
RM21,000 – RM23,000

Penang Hill is markedly prominent among the lowlands of the state. Cheah Ewe Hoon bathes the landscape in a romantic light while maintaining her photo-realist detailing. Her illness since 1969 has left her mostly confined to her home, and she has been able to make do with keen observation and her personal embellishments. Highly recognized in Penang, she was recipient of the "Promising Young Artist Award" at the Penang Art Gallery 17th Annual Exhibition in 1981. Her art is widely collected in her home state.

Born into a family of modest means, Cheah struggled throughout her life to support herself. Cheah's choice of a livelihood as an artist was dictated by circumstance rather than choice. Initially rejected by her peers, Cheah persevered and learned to paint to the best of her abilities on her own. After achieving some measure of recognition, she was welcomed into the art society.

References/Literature

Options, The Edge Malaysia, June 3, 2013



19

YUSOF GHANI

b. 1950, Johor

Siri Topeng – Jahai 1995

122cm x 122cm

Oil on canvas

Signed 'Yusof Ghani' with title on the reverse

PROVENANCE

Private Collection, Kuala Lumpur

Acquired from Art Case Gallery, Kuala Lumpur

ILLUSTRATED

Yusof Ghani: Siri Tari – Topeng, Rusli Hashim Fine Art, Kuala Lumpur;

Page 124

RM35,000 – RM40,000

Yusof Ghani grew up viewing Sarawak as an enigma. *Siri Topeng* (1992–1996) was inspired by the ceremonial masks of the Kayan and Kenyah ethnic communities, whose villages are a few hours outside of Kuching. This is his means of exploring a culture or community: through objects they regard with spiritual and ceremonial qualities. The Jahai is one of 18 Orang Asli tribes recognised in Malaysia.

Yusof renders the mask with great vivacity, viciously scratching over the shapes of the eyes and nose. Spontaneous, immediate and a bit violent, Yusof modelled the central mask by removing its form and reducing it to essential lines. Similarities can be drawn towards Pablo Picasso's treatment of African masks (1906–1909), searching for new forms to propel him to avant-garde status.

This sort of mask is not only an intermediary between the human and the spirit worlds. It also deals with uncertainties in human thought and behaviour, symbolising – on the other hand – dishonesty. Yusof revisited the theme of *Topeng* in 2011, and these later works exhibited at Chan Hampe Galleries in Singapore (5 April – 5 May 2013).

Yusof began his career as a graphic artist, completing his Bachelor in Fine Art (Graphic Art) at George Mason University, USA, in 1981. He later obtained his Master in Fine Art (Painting) at the Catholic University of America in 1981. Formerly, an associate professor at UiTM (Universiti Teknologi MARA), Yusof's 30-year career can be divided into four main series: *Protest*, *Siri Tari*, *Siri Topeng* and *Hijau*. As one of Malaysia's leading abstract artists, his work has been exhibited and collected internationally.

References/Literature

T.K. Sabapathy, *From Tari to Topeng – An artistic profile of Yusof Ghani*, Rusli Hashim Fine Art, Kuala Lumpur, 1996



20

KOK YEW PUAH

b.1947 – d. 1999, Selangor

**Camera View of Two Tourists in A Malaysian Town
1995**

162.5cm x 162.5cm

Oil on canvas

PROVENANCE

Collection of Fergana Art Fund, Kuala Lumpur

Acquired at exhibition

EXHIBITED

Philip Morris Group of Companies Asean Art Awards 1995, National Art Gallery, Kuala Lumpur

RM45,000 – RM55,000

A discordant combination of the colours of jumbled road signs and the vague backdrop create the chaotic atmosphere of the tourist's world, fumbling about attempting to capture everything they see with a camera and absorb as much information as they can. Kok Yew Puah has used the motif of the camera viewfinder and colour checker before, but it seems particularly potent in this painting. Framing the tourists with a viewfinder, we are unclear if it is us who are being observed, or they.

Kok trained at the Victorian College of the Arts in Melbourne, returning to his hometown in Klang in the 70's. He took a hiatus of a decade to manage his family business, but his return heralded his new brand of Malaysian stylised realism. This aesthetic is crafted with local influence in mind – the bright blue of our Malaysian skies, and the neutrals of our architecture. His work has been much sought after since his untimely death at the age of 52.



21

KOW LEONG KIANG

b. 1970, Selangor

Market Series

1998

83cm x 66cm

Oil on canvas

Signed 'Kow Leong Kiang 98', bottom right

PROVENANCE

Private Collection, Kuala Lumpur

Acquired from Metro Fine Art, 1998 group exhibition

RM50,000 – RM60,000

Obtaining his Diploma in Fine Art from the Kuala Lumpur College of Art in 1991, Kow Leong Kiang received much attention after winning the grand prize at the Philip Morris ASEAN Art Award in 1998. *Market Series* was painted in the same year. His work is usually characterised by a blurry sfumato effect, capturing emotional and personal sentiment in rural scenes.

Here, the girl's garb matches the vegetables around her, and Kow paints over her skin with matching daubs. Such is the world of agricultural production. In this context, the seller is at one with her product, rather than alienated, and collectively they form a unified, harmonious image. When asked what the difference is between this work and his recent "Malay girl" paintings, he replied: "I don't do that kind of work anymore and those who have the *Market Series* paintings have not put them up for sale until now. It is indeed one of my best works." His latest works have moved on to a new series depicting a Malay man.

Kow completed various residency programmes in Vermont, USA and Yogyakarta, Indonesia. Due to scarcity, works from his *Market Series* are still in demand.



22

CHANG FEE MING

b. 1959, Kuala Terengganu

The Trail of Zheng He – Semarang 2012

56cm x 76cm

Watercolour on paper

Signed "F.M. Chang" with seal, bottom right

PROVENANCE

Private Collection, Kuala Lumpur

RM80,000 – RM100,000

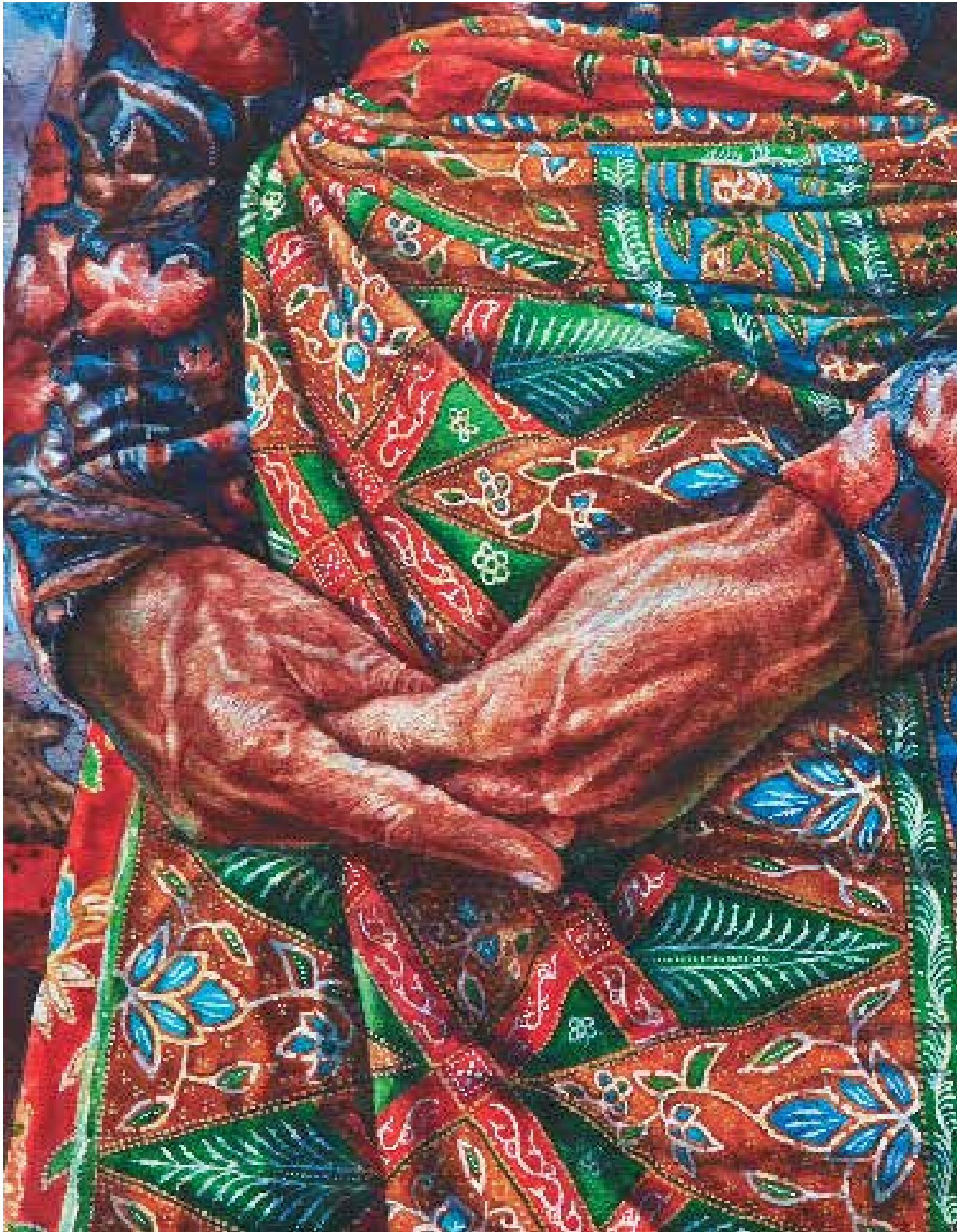
Set in Semarang, Indonesia, a mysterious batik-clad figure is juxtaposed against the statue of the Chinese-Muslim imperial admiral Zheng He (1371-1433). Swiftlets dot the clouds. Chang is known for his hyper-realistic watercolour paintings, and his works are often enlarged details of a scene. *The Trail of Zheng He* demonstrates his painterly prowess, from accurately representing the folds of the cloth, to the veins of the figure's hands, and to the rendering of grey stone against a blue sky.

Typical of Chang's figurative paintings, the torso of the figure assumes centre stage while Zheng He stands majestically erect and tall behind. Contrasts can be made: life and stone, the wrinkles of the hands and the smoothness of stone, the complex batik with the grey of the admiral's uniform. Again, the contrast of their clothing, one plainly Southeast Asian, the other distinctly Chinese. Yet there is an implied link. Semarang once had a thriving community of Chinese residents and traders who had by the 21st Century assimilated into Indonesian society.

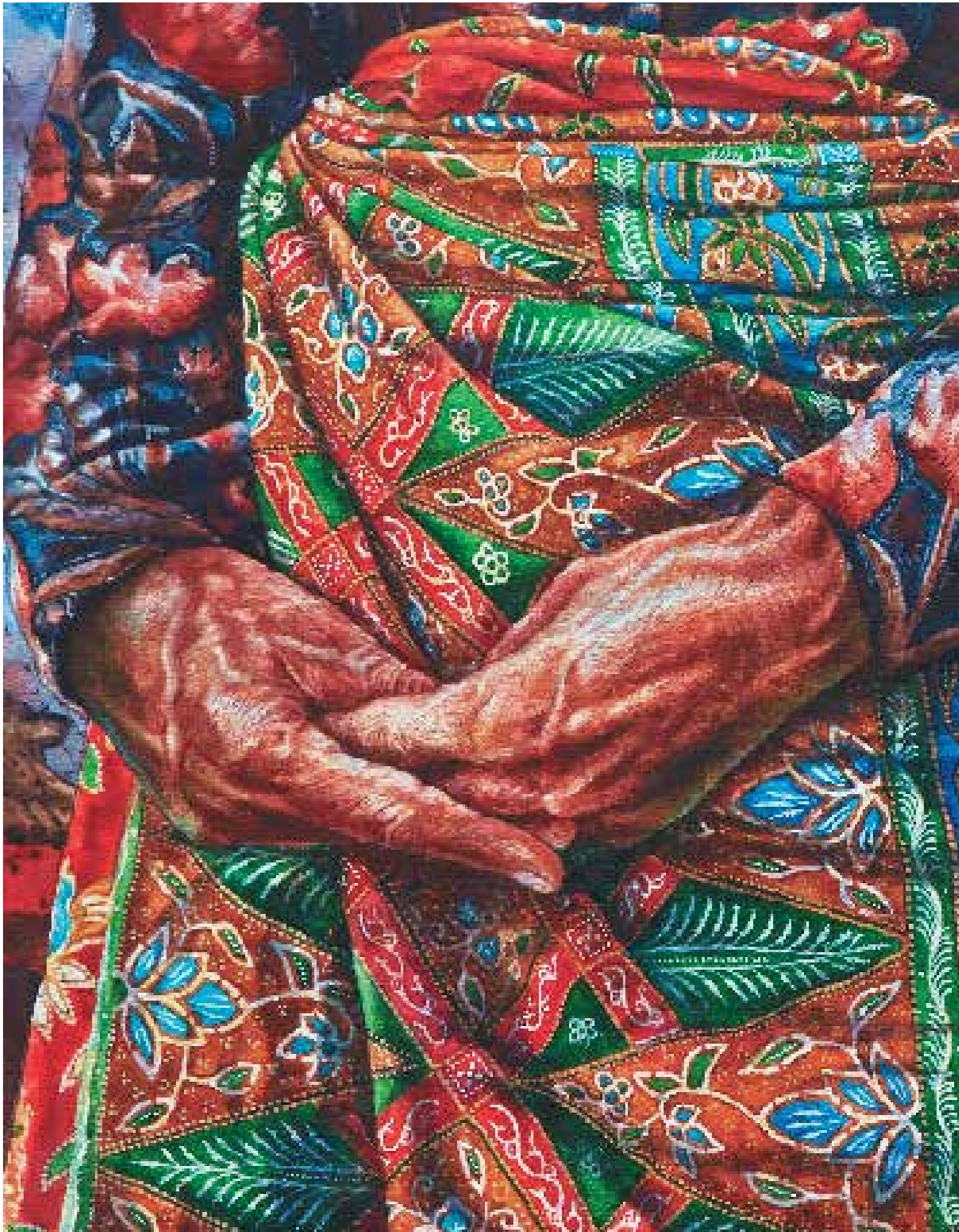
The voyages of Zheng He between 1405-1433 took him as far as the Middle East, Somalia and the Swahili coast. The contrast of form and legacy perhaps considers whether this mysterious figure could in fact be a descendant of Zheng He's entourage. The statue represents a man who has voyaged all over the world, and as the envoy of the

Ming Emperor brought with him a fleet of imperial proportions filled with crew members and sent to explore the regions, perhaps looking for precious commodities like bird's nest. This is among the first documented histories of the Chinese diaspora. Chang also alludes to the modern bird's nest trade as contributing to the destruction of old Chinese dwellings in Southeast Asia that have been turned into swiftlet breeding centres.

Undoubtedly, Chang is one of Asia's most accomplished artists and a superb watercolourist. He has been a Signature Member of the National Watercolour Society (USA) since 1994. He has been bestowed international and local awards for his art. While Chang's earlier works were more painterly, capturing Southeast Asian vignettes with batik-clad figures, his recent paintings have taken on a more socio-political slant with meanings hidden in the details. This is becoming more apparent ever since his VISAGE series exhibited in Singapore in 2010.







23

CHEN WEN HSI

b. 1906, Guangdong, China – d.1991, Singapore

Egrets

c. 1970s

69cm x 45cm

Chinese Ink on paper, mounted on scroll

Signed in Chinese with seal, top right

PROVENANCE

Private Collection, Kuala Lumpur

RM35,000 – RM50,000

Chen Wen Hsi formally trained in Shanghai in 1928, where he was taught the principles of Chinese ink painting and was exposed to Western modern art. Though he moved freely between styles, techniques and media, Chen spent his last decades focusing on Chinese painting. His philosophy of grounding oneself in life drawing and close observation of nature is evident in his paintings. After mastering the brush, Chen took to finger painting – a technique that dates from the Tang Dynasty – as a direct means of expression (finger to paper), producing unpredictable broken strokes on paper. In true Nanyang Academy fashion, Chen fused Chinese techniques with Western ideas of subjective perspective, exemplified by Fauvism and Cubism.

The egrets in this lot with their elongated bodies are not truly representational. They are from Chen's imagination, a liberty taken after his intense study of such forms to make them appear more graceful. He deliberately left certain spaces unpainted, creating water and the bodies of the egrets through negative, and implying a unity and depth of scroll and painting.

Chen was awarded the Public Service Star by Singapore's President Yusof Ishak in 1964. Later, he was conferred an honorary degree of Doctor of Letters by the Chancellor of the University of Singapore. In 1987, he was bestowed the ASEAN Cultural and Communications Award for outstanding artists. He was posthumously awarded the Meritorious Service Medal in Singapore.

References/Literature

CONVERGENCES: Chen Wen Hsi Centennial Exhibition, Singapore Art Museum, Singapore, 2006



24

IBRAHIM HUSSEIN, DATUK

b. 1936, Kedah – d.2009, Kuala Lumpur

Kuala Lumpur IX Months

1970

152cm x 122cm

Acrylic on canvas

Signed 'ibrahim hussein kuala lumpur IX months 1970',
bottom left

PROVENANCE

Private Collection, Kuala Lumpur

Gift from the artist

RM250,000 – RM350,000

Kuala Lumpur IX Months was created in the year of Ibrahim Hussein's residency with the University of Malaya, a post specifically created for him. Formerly an artist, the owner of this painting recalls that she had a large canvas of 5 by 4 feet mounted in her rented house in Sea Park, Petaling Jaya, and Ibrahim asked to paint on it. She recalled that he spontaneously worked with whatever paint material were available at hand and completed it in two days, hence its monochromatic nature. This painting was a gift from the artist, and is unusual because it is titled on the bottom, left side of the canvas in his handwriting and dated 1970.

In 1969, having returned from New York, Ibrahim caused a stir with his controversial painting, *May 13* (1969).

Ibrahim's paintings at the time were based on poems surrounding political corruption. This painting bears visual similarities to his earlier works, such as *Voracious* (1967), *Yin Yang* (1967) and *The Kiss* (1968). In all of these works, Ibrahim transforms the aerial perspective of figures into a series of lines and shapes that echo one another, driving the viewer's eye all around the painting purposefully. One can see a protective arm curving around on the right. Vertical columns are juxtaposed with circles. Framed somewhat by raw canvas and the thin red line, perhaps shaped like a womb, the density of activity is concentrated around a circle, where daubs of paint are freely applied and surrounded by graphic lines that build depth and perspective.

Hailing from Sungai Limau in Kedah, Ibrahim moved to Singapore after secondary school to join his brother, now Professor Abdullah Hussein, who enrolled him at the Nanyang Academy of Fine Arts. Bored, he quit the programme, unsure of his ambitions. Taking up a position

as an illustrator at an advertising firm, Ibrahim chanced upon a notice advertising the Byam Shaw School of Drawing and Painting in London and applied for a scholarship. Using oil paint for the first time, he painted 10 works and had them airfreighted to London. When his application was successful, Ibrahim chose between a blossoming career that offered him financial security and the life of an artist. During his time at Byam Shaw, Ibrahim won the Byam Shaw Award of Merit (the first Malaysian to do so, and the first student to win the award in consecutive years).

In 1963, Ibrahim received the Royal Academy Scholarship. In 1967 he was awarded a fellowship from the John D. Rockefeller Fund. Later, he was awarded a grant under the Fulbright Program, travelling and exhibiting in the US.

Having found fame elsewhere, Ibrahim was the first Malaysian artist to participate in the Venice Biennale in Italy in 1970. Ibrahim's international recognition is widespread. During the suspension of diplomatic relations between Malaysia and the Philippines between 1968-69 over the Sulu Sultanate's claim to North Borneo, Ibrahim was allowed to exhibit in Manila, despite the difficulties of getting a visa. His art demonstrated the possibility of forging universal peace, and this is only one of his many achievements.

References/Literature

Ibrahim Hussein: A Retrospective, National Art Gallery, Kuala Lumpur, 1987



25

REDZA PIYADASA

b.1939, Kuantan – d. 2007, Selangor

Malay Serenade (Malay Melody) 1993

111cm x 80cm

Mixed media & collage on board

Signed 'Piyadasa 93', mid panel next to image of two ladies

PROVENANCE

Private Collection, Kuala Lumpur

Acquired from VWFA, Kuala Lumpur

ILLUSTRATED

Piyadasa: The Malaysian Series,

edited by TK Sabapathy; page 87, Petronas 2007

RM65,000 – RM75,000

While Redza Piyadasa was teaching at Universiti Sains Malaysia, distinguished photographer Ismail Hashim joined USM's art department after his return from the US in 1979. This was how Piyadasa came to be influenced by photographic images.

Hashim ordered a copy machine for the department and Piyadasa reportedly became fascinated with it for the effects it produced on images, and such was his focus for the next 25 years. Piyadasa continually explored and developed this medium, producing *The Malaysian Series* (1980–2005).

Described by art writer T.K. Sabapathy as a 'serialization' of the image, the series plays with and undermines racial and ethnic stereotypes in the milieu of governmental decisions to divide the populace into 'Bumi' (the indigenous 'sons of the soil') and 'Non-Bumi' (immigrant) categories.

Piyadasa found this "quite discomfiting" since he considered himself Malaysian. A chance encounter with black and white, and sepia-tone photographs in a student's home inspired Piyadasa. "I realized then that such images from the Malaysian past can help explain the present complex, socio-cultural realities!" Images of family members, past and present, documented in the walls of houses, were a source

material previously unused by any local artist. To Piyadasa, they represented the complete polyglot Malaysian reality, and the underlying force behind the nation.

Hashim taught Piyadasa about photo silk-screen techniques, which he used to maximize the visual and atmospheric effects of the photos. *Malay Serenade*, with its calming green and purple tones, is soothing to look at.

Piyadasa was born to a family of Sinhalese origin. Following his degree at Hornsey College of Art in London in 1967, he completed his post-graduate studies at the University of Hawaii. He was honoured with a Prince Claus Award from the Netherlands. Piyadasa was a recognised artist, critic and public intellectual whose writings were concerned with national identity.

References/Literature

T.K. Sabapathy ed., *Piyadasa: The Malaysian Series*, RA Fine Arts, Kuala Lumpur, 2007



26

BAYU UTOMO RADJIKIN

b.1969, Sabah

**Infinity IX
2009**

200cm x 200cm

Acrylic on canvas

Signed 'Bayu Utomo Radjikin 2009', bottom left

PROVENANCE

Private Collection, Kuala Lumpur

EXHIBITION

Matahati Ke Matadunia

Malaysian Contemporary Art to the World

Los Angeles, USA

9 May – 20 June 2009

Illustrated on page 29 of catalogue

RM50,000 – RM60,000

Bayu Utomo's *Warriors* series made its debut in 2003, and over time the works have expanded to the colossal size of *Infinity IX*. He modelled for many of his own paintings, and this massive Malay warrior is a self-portrait.

The warrior's face is obscured by the hand gestures. Donning what should be a brilliant red headscarf, the painting is dripped with a dark wash. Towards the top left of the painting is an array of emotive words, arranged vertically, and also rendered ambiguous by the ochre patch. Form and text are contained behind the dark layers.

Bayu obtained his BA (Hons) in Fine Art at UiTM (Universiti Teknologi MARA). He won an honourable mention at the Philip Morris Art Award in 1994 and 1995, as well as a major award at the Young Contemporary Art Competition in '91 at the National Art Gallery in Kuala Lumpur. He also received a special award at the One World – No War event at City Hall in Kuala Lumpur.



27

AHMAD ZAKII ANWAR

b. 1955, Johor

Oleg
2013

120cm x 180cm

Acrylic on Jute

Signed 'Ahmad Zakii Anwar 13', bottom right

PROVENANCE

Private Collection, Kuala Lumpur

RM60,000 – RM90,000

“Underneath all that grace and violence is an intoxicating spiritual undercurrent that is irresistible. The unity of mind and body driven by a spiritual force that at times allow the artist to transcend himself.” – Ahmad Zakii Anwar, Distant Gamelan

Ahmad Zakii, in the essay accompanying his exhibition *Ahmad Zakii Anwar: Distant Gamelan* (Art Focus Gallery, Singapore, 22 May to 3 June 1998), wrote about how there is no word for 'art' in the Balinese language, simply because it is so imbued in the everyday experience that to have a separate word for it is redundant. Balinese dance is the personification of the journey of life, where ritual and art are performed not just for human spectators, but a divine audience of gods and demons. For Zakii, painting and dancing are analogous, the dance floor akin to a canvas when the artist is bodily immersed in the act of painting.

'Oleg' means 'to shake', and the 'Oleg Tambulilingan' is a dance of love, in which two dancers enact bumblebees flirting in a garden. The obsessed male woos the coy female until she finally succumbs at the end.

The painting depicts the movements of a single dancer in two different poses. Set against a richly black background, her body is contorted into sensual, arched positions. Zakii introduces visual rhythm through the echoing poses. Swathed in gold fabric, the double-figure of the

dancer exudes gold dust and is illuminated by a soft light from an unknown source. Without the artifice of the stage, Zakii elevates the dance out of its performative element, isolating it and infusing it with a spiritual undercurrent.

Oleg revisits the original *Balinese Dance* series exhibited in 1998. *Oleg Tambulilingan #4* (1998) sold at Christies Hong Kong for US\$28,859 in 2007. The double-figure in *Oleg* mirrors the movements of the double-figure in *Oleg Tambulilingan #4*, yet the moods are distinctly dissimilar. Zakii's concern in *Oleg Tambulilingan #4* seems to be with capturing fleeting movement as appropriate to the beating wings of a bumblebee in quick pursuit. In *Oleg*, the woman is solidly defined, carefully modelled, and the effect overall is one of a quiet confidence. Yet, both successfully encompass the sentiments of the mating dance, and *Oleg* perhaps represents the end of the chase. When asked why he is again occupied with his subject, Zakii responded, "59 years old, remarried and a beautiful baby girl!" Love is apparently the moving force of this painting.

Zakii graduated from the MARA Institute of Technology (now UiTM) in Malaysia. Beginning his career as a graphic artist, producing some of the leading advertising graphics of his time, Zakii's work as an artist has been much celebrated locally and in Southeast Asia. Dubbed one of the most exciting and eloquent 'urban realist' artists in the region, Zakii's work has been exhibited in Kuala Lumpur, Singapore, the Philippines, Thailand, Hong Kong, Japan and the US.

References/Literature

Ahmad Zakii Anwar: Distant Gamelan, Art Focus Gallery, Singapore, 1998



28

CHUAH THEAN TENG, DATUK

b. 1912, Fujian, China – d. 2008, Penang

Boy with Fish

c.1970s

61cm x 61cm

Batik

Signed 'Teng', bottom right

PROVENANCE

Private Collection, Alaska, USA

Acquired directly from artist

RM35,000 – RM50,000

“... he wished to record all the beauty of a simpler period of life and times, before it is lost to bull-dozers, tractors and the effects of development.”
– Dato' Dr Tan Chee Khuan, *Eight Pioneers of Malaysian Art*

Boy With a Fish is compositionally similar to *The Harvester* (1970), and shares a common theme with *The Fisherman* (1984). Chuah Thean Teng simplifies forms into blocks of colour and outline. Shadow is here depicted with a patch of green across the eyes, following the underside of his hat. The fish is vibrantly depicted in bright red contrasting with the silvery blue. On a difficult medium such as batik, Chuah manages to portray light and shade, to craft the illusion of three-dimensionality.

Chuah is a pioneer of batik painting, elevating the medium of batik to that of fine art. He internationalised the medium of batik and was honoured with a one man show in London in 1965. Teng briefly received formal art training at the Amoy Academy of Art in Fujian until he caught typhoid fever. He arrived in Penang in 1932. He started his batik factory in 1945 in Air Itam, Penang, but could not compete with the cheap imports from Indonesia. It lasted a year, and he began experimenting with his leftover materials. His work showed for the first time in Penang in 1955.

References/Literature

Dato Dr. Tan Chee Khuan, *Eight Pioneers of Malaysian Art (with a supplement on Peter Harris)*, Penang State Museum & Art Gallery, Penang, 2013



29

CHONG SIEW YING

b. 1969, Kuala Lumpur

Paper Rose 2007

136.5cm x 136.5cm

Oil on canvas

Signed 'Siew Ying 2007', bottom right

PROVENANCE

Private Collection, Kuala Lumpur

EXHIBITED

7–24 May 2008, Byron Cohen Gallery
for Contemporary Art, Kansas City, USA

RM28,000 – RM38,000

Paper Rose is done in Siew Ying's later style, reflecting her interest in Chinese classical painting motifs as well as its values of beauty and harmony. Armed with sheer determination, she left Malaysia in 1991 to train at the Ecole Des Beaux-Arts in Versailles after learning rudimentary French at the Alliance Francaise in KL.

Now back in Malaysia for good, the highly talented artist is motivated by beauty and at times, the tumultuous relationships in her life.

From her studio in Old Klang Road, Chong used to paint images of smiling faces and beautiful people with broad, distinct brushstrokes. Later the faces were painted over with ethereal landscapes, such as in *Paper Rose*. Her recent paintings have taken on a darker mood, but the timeless beauty of the landscapes and flowers lends them a quiet and confident hope.

Chinese-educated, Chong has chosen to "dig into [her] cultural roots and to keep connected with them". For her, flowers and plants represent a world of symbolic associations, and she chooses them care-

fully in her paintings to portray specific moods and ambience. The visible brushstrokes on the large canvases are intense and physical, a visual effect that intends to create emotion for the viewer.

Chong has won a special award at the Young Contemporary Art Competition '02, organised by the National Art Gallery in KL. She has also done residency programmes at Rimbun Dahan and the Vermont Studio Center. Her highly sought-after works are not only collected by the National Art Gallery but also acquired by private collectors and institutions in Singapore, France and the US.

References/Literature

Beverly Yong ed., *Chong Siew Ying*, Valentine Willie Fine Art, Kuala Lumpur, 2008



30

MOHD. HOESSEIN ENAS, DATO'

b. 1924, Bogor, Indonesia – d. 1995, Kuala Lumpur

Javanese Girl (Malay Girl)

1953

49cm x 39.5cm

Oil on canvas

Signed 'Hoessein 53', bottom right

PROVENANCE

Private Collection, Kuala Lumpur

RM70,000 – RM90,000

"I feel the need to interpret the silent, latent, and unstated characteristics of a subject, to explore serenity if it be there, to analyse and bring to life hidden emotions and thoughts which lie waiting beneath the surface. My task, my goal, is to seek them out. A good portrait is far from a simple likeness – that would be easy – but a delicate searching, manifestation of the character of a subject." – Dato' Hoessein Enas

Identifiable as Javanese by her distinctive ear-plug and bare-breast-ness, the girl confronts the viewer amicably engulfed in the idealised foliage. She is a person unknown to us, and very possibly this is a genre portrait, rather than the portrait of an actual woman. Mirroring Johannes Vermeer's *Girl with a Pearl Earring* (c. 1665), Hoessein's *Javanese Girl* is also poised with her mouth slightly open.

In 1952, Hoessein was involved in aboriginal research with a museum in Penang, serving as the Assistant Aboriginal Controller in 1953. Hailed as the Father of Malaysian Portrait Painting, Hoessein was honoured as the Royal Portrait Painter by the Sultan of Selangor in 1990. Without any formal training and a disposition toward academic realism, Hoessein was nicknamed 'The Man with the Golden Arm' after his show in London (c. 1963). He founded the Angkatan Pelukis Semenanjung (The Peninsular Artists Force) and was awarded a

UNESCO fellowship and Asia Foundation grant for a year-long study tour. He later received two Colombo Plan awards and an United States Fellowship.

References/Literature

Dato Dr. Tan Chee Khuan, *Eight Pioneers of Malaysian Art (with a supplement on Peter Harris)*, Penang State Museum & Art Gallery, Penang, 2013



31

JALAINI ABU HASSAN

b. 1963, Selangor

The Hallucination of Facts in Ungrounded History 2012

244cm X 305cm

Mixed media on canvas, diptych

Signed 'Jai 2012 K. Lumpur', bottom left

PROVENANCE

Private Collection, Kuala Lumpur

EXHIBITED

MONUMENTAL by VWFA Singapore,

10 Jan – 26 Feb 2012, Artspace@Helutrans

RM80,000 – RM120,000

“Clio, the muse of history, is as thoroughly infected with lies as a street whore with syphilis.” – Arnold Schopenhauer

Inspired by sensationalised histories, *The Hallucination of Facts in Ungrounded History* references the difficult nature of compiling a reliable narrative. Beyond mere fact, historical accounts are influenced by perspective, motive, authenticity and credibility of the sources used. Here is Jalaini Abu Hassan's painterly reclamation of lost histories and biographies through symbols and signs that he perceives to map the narrative of the Malaysian socio-political landscape.

A seemingly chaotic diptych, *The Hallucination of Facts in Ungrounded History* is bathed in bloody red and yellow. Various elements compete for attention – the chair, the lemons, the patch of cloth, the multiple skulls, among others – and the whole effect, where irregular washes of paint pile onto these components, is that of a visualization of the layered, non-linear nature of history.

Malaysian heroes, whose pasts and identities are constantly in reconfiguration and reconstruction to serve a political agenda, are embodied in the keris, the attribute of legendary warrior Hang Tuah. The standing figure of Tunku Abdul Rahman embodies the collective Malaysian modern history as its first Prime Minister. Overlaying all of this is the ghostly outline of a horseback colonial general, a haunting reminder of the complex shared past of all Malaysians. Four figures rendered in the artist's monochromatic style, populate the top of the painting. A man plays a wind instrument, and this brings to mind the oral tradition through which history used to be passed between generations.

The message is not conclusive, and Jai – as the artist is popularly known – offers us no solutions. Using the vehicle of subject matter, he explores the bounds of his media, combining the effects of paint, styles of drawing and collage to create one giant and impactful image. Conceptually, the notion of creating history seems self-contained and unrelated to the viewer. Yet, the piercing eyes of the hijab-donning female reach out and implicate the audience, as if to remind us of our role in crafting the Malaysian narrative.

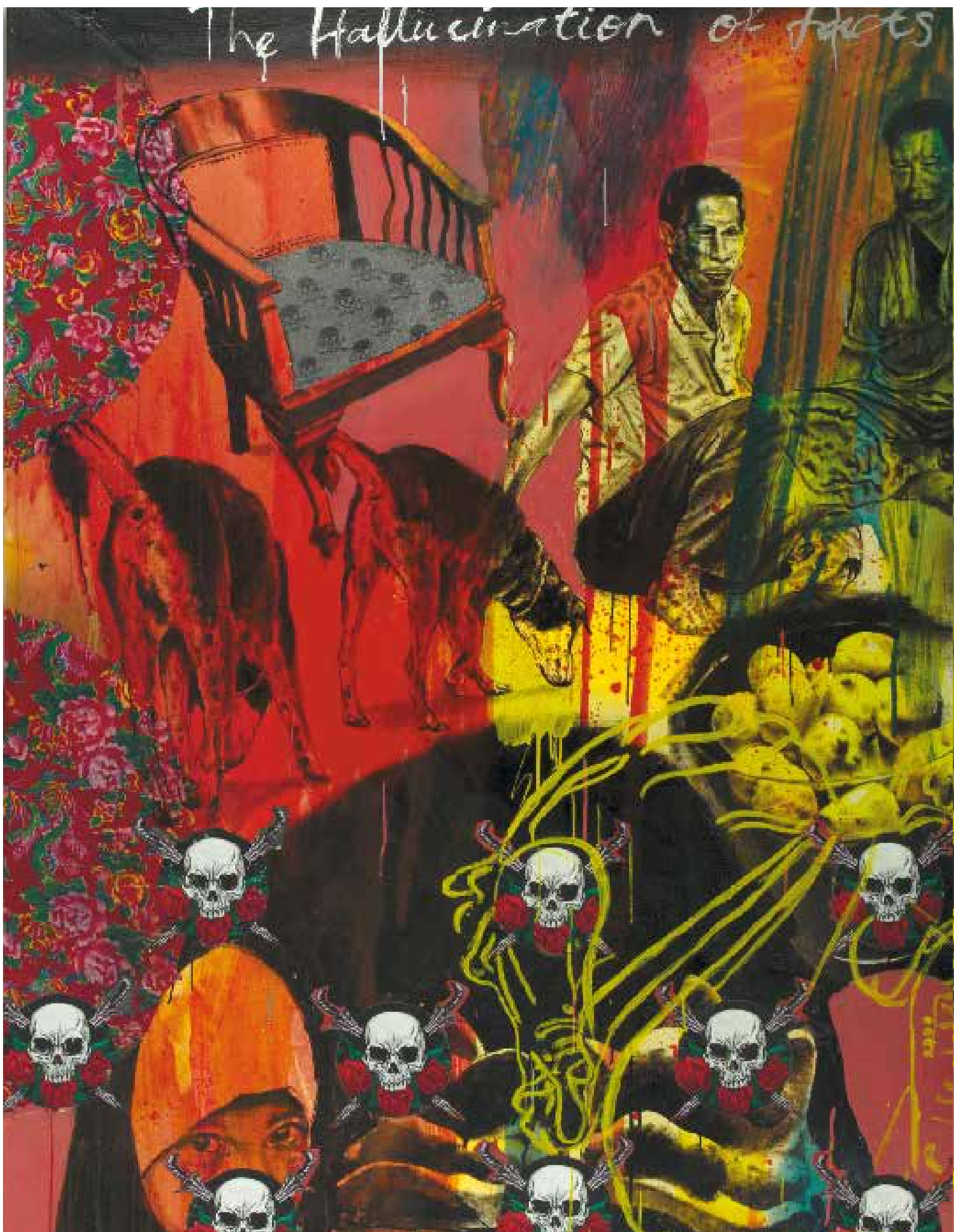
Jai obtained his BA in Fine Art at the MARA Institute of Technology (now UiTM, Selangor) in 1985, furthering his postgraduate studies at the Slade School of Fine Art in London on a Federal scholarship. He later obtained his Masters of Fine Arts at the Pratt Institute in New York in 1994, also on a scholarship. He has won multiple international awards for his work, the latest of which the Rado Switzerland Commission Award in 2005. Outside of Malaysia, his work has been exhibited in Singapore, the US, UK, Iraq and Spain. He is currently an associate professor at UiTM and curates exhibitions alongside his artistic career.

References/Literature

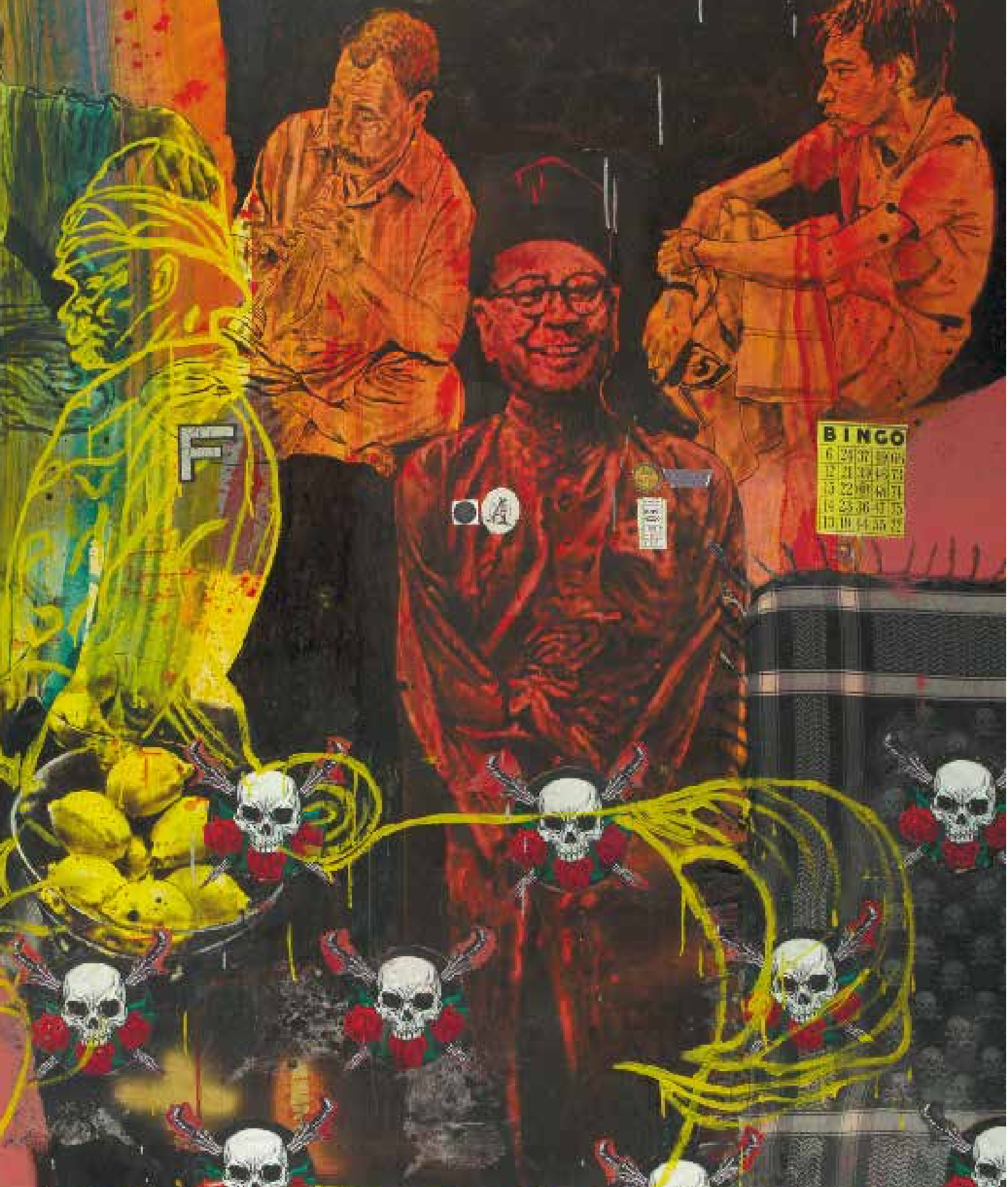
Lines of Thought 1992–2011: Drawings by Jalaini Abu Hassan, Valentine Willie Fine Art, Kuala Lumpur, 2011

Rusli Hashim, *Jai: Drawing with the Mind's Eye*, Australian Art Forms, Melbourne, 1999

The Hallucination of Facts

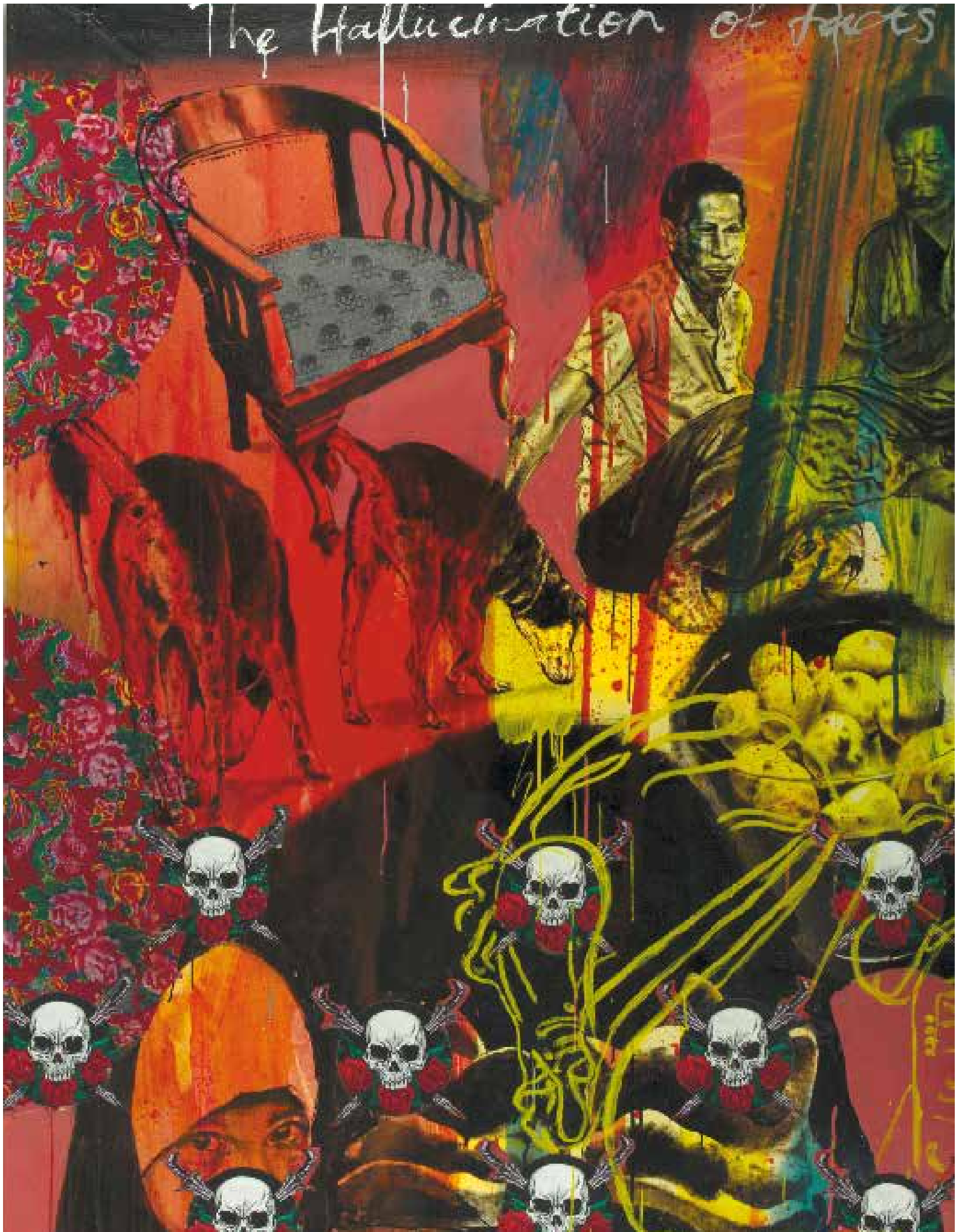


in ungrounded history



BINGO
6 12 18 24 30
12 21 30 45 54
15 22 30 40 51
16 23 36 47 55
18 19 24 35 42

The Hallucination of Facts



32

IBRAHIM HUSSEIN, DATUK

b. 1936, Kedah – d. 2009, Kuala Lumpur

It's Only Love 2005

37.3cm x 37.5cm

Acrylic on canvas

Signed 'ibrahim hussein 05', bottom left

PROVENANCE

Collection of The Art Gallery, Penang

RM60,000 – RM80,000

Purportedly, Ibrahim's experimentation with graphic lines can be traced to 1975, when his wife Datin Sim gave him graphic pens as a present. However, when examining his 1970 painting *Kuala Lumpur IX Months* (pg. 58), one can already see the beginnings of his line work.

The human aspect of Ibrahim's work is mirrored in his visually rhythmic language, the tone and mood set by colour. In *It's Only Love*, outlines of thighs can be seen near the bottom of the image, perhaps an arm and head following upwards. Towards the bottom left seems to be a delineation of the back of a kneeling figure. The canvas is a cluster of delicately balanced colour and line against a brown backdrop. Ibrahim has rendered the hues densely and with irregular strokes above the figures, symbolising the intensity and irrationality that can be experienced through the emotion of love.

This small painting was produced in the last few years of Ibrahim's life, before he passed away in 2009. He was given the Crystal Award at the World Economic Forum in Switzerland in 1997, as well as receiving various honours in Central America. In 1998, he founded the Ibrahim Hussein Museum and Cultural Foundation in Langkawi, which has since closed.



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ABDUL LATIFF MOHIDIN

b. 1941, Negeri Sembilan

Gelora Air 3 **1987**

91.5cm x 122cm
Oil on canvas

Signed 'Latiff 87', bottom left;
Title and signature on stretcher

PROVENANCE

Private Collection, Kuala Lumpur;
Acquired from exhibition

EXHIBITED

Gelombang '88, 9–31 January 1988, Balai Seni Maybank, Kuala Lumpur; Illustrated on page 6 of the catalogue

RM350,000 – RM450,000

“It is not a conscious blending of his person into the vastness of nature. The poet does not dissolve in it. Instead he is united with it and thus is able to see the world from intimate quarters.”
– Abdul Latiff Mohidin

More than any other aspect of Latiff's art that has received attention from writers is his attitude towards nature, and it is manifest in his poetry as well. The *Gelombang* series (beginning c. 1985) can be interpreted as the force of nature expressed on canvas, since in English, 'gelombang' means 'waves'. Another reading is that 'gelombang' refers to the waves of Latiff's forceful impulse to create.

Gelora Air 3 is among the earlier works of this series, and translated, 'gelora' means, 'surge of water'. Bearing visual ties to *Gelora Air 1* (1986), which has the appearance of an exploding geyser, climaxing on a central axis, the animated brushwork in *Gelora Air 3* is more composed. Broad and muscularly applied, the white sweeps over a sombre blue, poised at contrasting angles. As real waves do, the energy of this painting is transferred from one stroke to another. The overall effect of the work is one of a contained force.

Latiff's training at the Hochschule Für Bildende Künste, Berlin in 1960 and exposure to the German Expressionists has often been cited as an influence, though minor, of his stylistic vocabulary. His brushwork seeks not to represent nature, but to realise it through movement. The *Gelombang* series followed directly after Latiff's more restrained

and nuanced *Mindscales* and *Langkawi* series (done between 1974 and 1980). It is a stylistic throwback to the raw abstract style of *Pago-Pago* (1964–1969), re-introducing a vigorous and charged means of expression.

Returning from Berlin in the mid-1960s, Latiff was hailed as "The Wonder Boy of Art" at age 22. Going to Berlin rather than the US or London as his contemporaries had, Latiff was forced to learn German, and his exposure to German literature and philosophy, which are notoriously difficult to translate, has influenced his work.

Gelora Air 3 was featured in the second exhibition to document Latiff's career, *Pago Pago to Gelombang: 40 Years of Latiff Mohidin* in the Singapore Art Museum (15 April–8 May 1994, Singapore).

Latiff furthered his education at the Atelier La Courrier, Paris, and at the Pratt Institute in New York in 1969. He has received numerous local and international awards for his artwork as well as for his writings. As winner of the Malaysian Literary Awards consecutively from 1972–6 as well as the Southeast Asian Writers Award (1984), Latiff is also known as a distinguished poet.

References/Literature

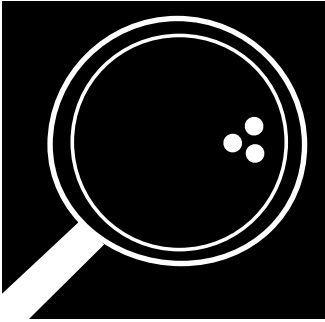
T.K. Sabapathy, *Latiff Mohidin: Journey to Wetlands and Beyond*, Singapore Art Museum, Singapore, 2009

T.K. Sabapathy, ed., *Pago-Pago to Gelombang: 40 Years of Latiff Mohidin*, Singapore Art Museum, Singapore, 1994

Abdul Latiff Mohidin, *Line Latiff Mohidin From Point to Point*, trans. Adibah Amin, Dewan Bahasa dan Pustaka, Kuala Lumpur, 1993



BUYING GUIDE



Selecting

- Our catalogue is available online at www.theedgegalerie.com. Preview will be advertised nearing the sale. We would always recommend coming to the auction preview to view the item for yourself.
- Estimates are provided for all lots, and are based on prices recently paid at auction for comparable lots. They take into account rarity, condition, quality and provenance.
- Condition Reports are available for all lots upon request, to inform of the item's state and quality.



Bidding

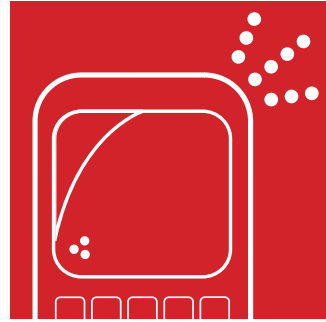
With three ways to make a purchase, you can participate at the auction from wherever you are.

1. In the saleroom

To bid in person, register 24 hours in advance of the sale. We will require various forms of ID, proof of address and bank details in order to facilitate your registration.

2. Telephone bidding

If you choose not to attend the auction, you can arrange for a telephone line and a staff member to be allocated to you. Our phone agents will relay progress back to you and carry out your instructions on your behalf. Please register at least 24 hours before the sale, using the Telephone Bidding/ Absentee Bid Form at the back of the catalogue, also available online on our website.

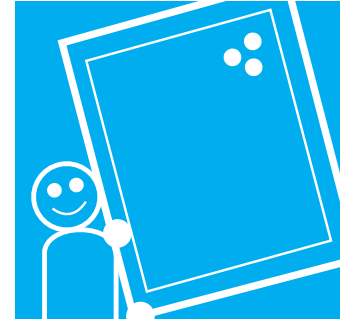


Mode of contact

Written bids

If you are not able to attend the auction, a written bid submitted is your maximum bid. The auctioneer will bid on your behalf. Please register at least 24 hours in advance of the sale using the Telephone Bidding/ Absentee Bid Form at the back of the catalogue, also available online on our website.

For guidance or to find out more about placing a written bid, please email us at auktion@theedgegalerie.com or call **03-77218000**



Taking your acquisition home

1. **After your successful bid**
You will be asked to confirm your purchase. The total amount payable is the hammer price plus the buyer's premium (10% of the hammer price), together with any applicable taxes and charges. Please proceed to a payment counter to secure your purchase with a 5% down payment.
2. **After paying for your purchase**
Purchased lots are available for collection after a full payment has been made, whether on the auction day, or within the next seven days.

CONDITIONS OF BUSINESS

1. Important Notice for Bidders, Buyers and Sellers

1.1 The Edge Galerie contracts, as auctioneer, with actual and prospective Sellers, Bidders and Buyers on the terms set out in:-

- (i) The conditions below; and
- (ii) all other terms, conditions and notices set out in The Edge Galerie's sales catalogue, including but not limited to the Auction Catalogue, the 'Buyer's Guide' and 'Buying at Auction' or announced by the auctioneer or posted in the sale room by way of notice

(hereinafter referred to as the "Conditions of Business")

1.2 These Conditions of Business govern the relationship between The Edge Galerie and actual and prospective Sellers, Bidders and Buyers regarding the sale and purchase of a Lot as well as the holding by The Edge Galerie of a Lot. These Conditions of Business would also apply to any actual or prospective Sellers, Bidders or Buyers who require inspection, appraisal or valuation of a Lot.

1.3 These Conditions of Business may be amended or supplemented by posted notices in the sale room or oral announcements made during the sale. Any future dealings with The Edge Galerie shall be governed by the Conditions of Business current at that particular time.

1.4 The Edge Galerie acts as exclusive agent for the Seller (save where stated otherwise in the Auction Catalogue) and is not responsible for any default by the Seller or the Buyer. Any concluded contract of sale for a Lot is made directly between the Seller and the Buyer.

1.5 The Edge Galerie is dependent on the Seller for all relevant factual material pertaining to a Lot. The Edge Galerie cannot and does not undertake full due diligence on any Lot sold. Bidders are therefore required to carry out their own inspection and investigation to satisfy themselves as to the nature and condition of the Lot which they are interested in buying.

1.6 All Bidders are to take particular note of Condition 4 which limits the extent to which the Seller and The Edge Galerie may be liable. In addition, all Sellers are to take particular note of Conditions 14 (Seller's Representations and Warranties), and 15 (Exclusions and Limitations of Liability) which set out the basis of the relationship between The Edge Galerie and the Seller and limit the extent to which The Edge Galerie may be liable to the Seller.

1.7 By registering with The Edge Galerie as a Bidder, the Bidder and Buyer agree to be bound by these Conditions of Business. By executing the Consignment Agreement, the Seller agrees to be bound by these Conditions of Business.

1.8 All actual and prospective Sellers, Bidders and Buyers are bound by all conditions in these Conditions of Business, and the conditions have been divided into different sections setting out conditions relating to Bidders and Buyers (Section B), Sellers (Section C) and Bidders, Buyers and Sellers (Section D) respectively for ease of reference only.

1.9 In the event the Lot comprises more than one item, the provisions of these Conditions of Business shall apply to each item separately.

A. DEFINITION AND INTERPRETATION OF CERTAIN TERMS USED IN THESE CONDITIONS OF BUSINESS

2. Definition and Interpretation

2.1 Where terms have special meanings ascribed to them, a glossary may appear before the first Lot in the Auction Catalogue.

2.2 In these Conditions of Business, except to the extent that the context requires otherwise the following terms beginning with a capital letter shall have the meaning set out below:-

Auction means the public auction conducted by The Edge Galerie for the sale of the Lot on a date and manner to be determined by The Edge Galerie at its sole discretion.

Auction Catalogue means the auction catalogue published and issued by the Edge Galerie in relation to the Auction.

Bidder means any person considering, making or attempting to make a bid by whatever means at the Auction and includes a Buyer.

Business Day means a day other than Saturday or Sunday or public holiday and on which banks are generally open for general business in Malaysia.

Buyer means the person who makes the bid or offer accepted by The Edge Galerie, and includes such person's disclosed principal when bidding as an agent.

Buyer's Expenses means any costs or Expenses due to The Edge Galerie from the Buyer, including wherever applicable any cost incurred by The Edge Galerie for storage or insurance of the Lot after the sale of the Lot to the Buyer, costs for delivery of the Lot to the Buyer, bank charges related to credit card payments by the Buyer either of the deposit or any part of the Total Amount Due (where permitted and applicable) and any applicable Taxes.

Buyer's Premium is the commission payable by the Buyer to The Edge Galerie calculated at ten percent (10%) on the Hammer Price or such other purchase price of the Lot sold.

Conditions of Business shall have the meaning set out in Condition 1.1.

Expenses in relation to the sale of any Lot means The Edge Galerie's charges and expenses, including but not limited to legal expenses, charges and expenses for assumption of liability for loss or damage, catalogue and other reproductions and illustrations, any customs duties, advertising, transportation, packing or shipping costs, bank charges, fees for reproduction rights, costs of testing, searches or enquiries relating to any Lot, or costs of collection from a defaulting Buyer, where applicable.

Hammer Price means the bid accepted by The Edge Galerie by the fall of the auctioneer's hammer, or in the case of a post-Auction sale, the Reserve Price or the agreed sale price pursuant to Condition 18 (as the case may be). For the avoidance of doubt, the definition of "Hammer Price" shall not include the Buyer's Premium, any applicable Taxes, or Expenses.

Intellectual Property Rights shall mean all current and future copyright, patents, trademarks, software and software programs, rights in databases, inventions or trade secrets, know how, rights in designs, topography, trade and business names, domain names, marks and devices (whether or not registered or registrable) and all other intellectual property rights and applications for any of those rights capable of protection in any relevant country of the world.

Lot means the item(s) described in the applicable Auction Catalogue.

Net Sale Proceeds means the Hammer Price, to the extent received by The Edge Galerie in cleared funds, less Seller's Commission and Seller's Expenses and Taxes.

Purchase Price is the Hammer Price and applicable Buyer's Premium;

Reserve Price means the confidential minimum price at which the Seller has agreed to sell a Lot.

Seller means 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 at the time of consignment to The Edge Galerie. 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.

Seller's Commission shall mean the commission payable to The Edge Galerie by a Seller at the date of the sale of the Lot at the rate calculated based on a percentage (as separately agreed and set out in the consignment form signed by the Seller) of the Hammer Price of the Lot or in cases where the Lot is sold other than through the Auction, the price for which the Lot is sold or the Reserve Price; whichever is higher.

Seller's Expenses shall mean any Expenses due from the Seller to The Edge Galerie in relation to the Lot consigned by the Seller to The Edge Galerie, including any applicable Taxes.

Taxes means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying of the same) imposed or incurred under or pursuant to these Conditions of Business.

The Edge Galerie means The Edge Galerie Sdn Bhd (Co. No. 1033045-X), which has its corporate office at Level 3, Menara KLK, No. 1 Jalan PJU 7/6, Mutiara Damansara, 47810 Petaling Jaya, Selangor, Malaysia.

Total Amount Due means the Hammer Price in respect of the Lot sold, together with the Buyer's Premium, any Buyer's Expenses and any Taxes due from a Buyer or defaulting Buyer.

2.3 In the interpretation of these Conditions of Business:-

- (a) a gender includes all other genders;
- (b) the singular includes plural and vice versa;
- (c) when a deadline or action is specified to occur 'after' a certain date, it shall be taken to refer to 'after (but not counting)' that date;
- (d) a 'person' includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two (2) or more of the foregoing;
- (e) a provision of law is a reference to that provision as amended or re-enacted;
- (f) unless otherwise stated, a time of day is a reference to Malaysian time;
- (g) 'including' shall not be construed narrowly but shall be construed to mean 'including without limitation', 'including (but not limited to)' or 'including without prejudice to the foregoing';
- (h) a 'consent' shall be construed so as to include any approval authorisation, consent, exemption, license, permission or registration by or from any governmental or other authority or any other person;
- (i) reference to these Conditions of Business or any other agreement or document shall be construed as a reference to such agreement or document as it may be amended, modified or supplemented from time to time and shall include a reference to any other instrument(s) executed or hereafter or from time to time executed supplemental thereto or in substitution thereof;
- (j) 'parties' shall mean the parties to these Conditions of Business and 'party' shall mean, as the context requires, any one of the parties to these Conditions of Business; and
- (k) whenever these Conditions of Business refer to a number of days, such number shall refer to calendar days unless otherwise specified.

2.4 Headings

The headings and sub-headings in these Conditions of Business are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions contained herein.

B. BIDDERS'/BUYERS' CONDITIONS

The contractual relationship between The Edge Galerie and the Seller on the one hand and the Bidders and Buyers on the other is governed by the following terms.

The Edge Galerie's Capacity

The Edge Galerie sells as agent for the Seller and as such is not responsible for any default by the Seller or the Buyer. Any sale will result in a contract made directly between the Seller and the Buyer.

3. Bidder's/Buyer's obligation to inspect

Limitations on The Edge Galerie's knowledge of the Lot

3.1 Bidders acknowledge that many of the Lots auctioned are of an age and type where they are not in perfect condition. All Lots are sold "as is" at the time of Auction, with all faults, imperfections and errors of description.

3.2 The Edge Galerie is dependent on the Seller for all relevant information and factual material pertaining to Lots offered for sale. All information and factual material made available by The Edge Galerie in the Auction Catalogue or otherwise regarding each Lot is based on information provided to it by the Seller. The

Edge Galerie is not able to and does not carry out exhaustive due diligence on each Lot offered for sale.

- 3.3 The Bidder and Buyer acknowledge that The Edge Galerie has not tested any electrical or mechanical goods prior to the Auction (whether in respect of their ability to function, their safety of operation or otherwise) and the Bidder and Buyer are solely responsible for testing such goods before using them.

Limitations of the Auction Catalogue and other descriptions

- 3.4 Information provided to Bidders in respect of any Lot by The Edge Galerie, whether written or oral, including any estimate, and information in any Auction Catalogue, condition or other report, commentary or valuation (i) is not a representation of fact or warranty made by The Edge Galerie, but only a statement of opinion, and (ii) may be revised prior to the Lot being sold (including whilst the Lot is on public view). The Seller, The Edge Galerie, The Edge Galerie's associated or affiliated companies and any agent, employee or director thereof shall not be liable for any errors or omissions of description, or any such information as set out above or for any misstatement as to any matter affecting the Lot. Any illustrations in the Auction Catalogue or elsewhere are solely for identification purposes only and should not be relied upon regarding the tone, colour, actual condition, quality or nature of the Lot or necessarily to reveal imperfections in the Lot offered for sale.
- 3.5 Solely as a convenience, condition reports may be provided by The Edge Galerie upon request, where such reports are available. Nothing in the condition reports shall be taken as a guarantee or warranty regarding the nature or condition of the Lot. Auction Catalogue descriptions and condition reports may occasionally make references to damage, restoration or particular imperfections of a Lot, but such references are for guidance only, are not exhaustive and should be evaluated by personal inspection by the Bidder and any Buyer or a knowledgeable representative. The absence of such a reference does not imply that the Lot is free from defects or restoration, nor does a reference to particular defects imply the absence of others.
- 3.6 Any estimated price range of the Lot provided by The Edge Galerie in the Auction Catalogue or otherwise 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 subject to change and may be revised anytime without prior notice and none of The Edge Galerie, any of The Edge Galerie's associated or affiliated companies or any agent, employee or director thereof shall be liable for any error or inaccuracy in any estimate. Bidders and Buyer should not rely upon the estimated price range as the representation or guarantee of actual selling price. The estimated price range does not include the Buyer's Premium.

Bidder's/Buyer's responsibility

- 3.7 Except as otherwise stated in these Conditions of Business, all Lots are sold "as is" with all faults and imperfections and errors of description and without any representation or warranty of any kind by The Edge Galerie (and its employees or agents) or the Seller. Bidders acknowledge the facts and limitations set out in the foregoing Conditions 3.1 to 3.6 and agree that they are not relying on any description or illustration by The Edge Galerie or the Seller in the Auction Catalogue, condition or other report, commentary, valuation or elsewhere and accept full responsibility to test and examine a Lot and for carrying out inspections and investigations prior to the sale to satisfy themselves as to the nature, condition and value of the Lot, which they may be interested in buying and that the Lot matches any written or oral description provided by The Edge Galerie or the Seller.
- 3.8 Each Lot offered for sale at The Edge Galerie is available for inspection by Bidders prior to the Auction. The Bidder undertakes:-
- (a) to fully inspect and examine the Lot prior to the sale and satisfy himself as to the condition, nature, value of the Lot and accuracy of its description;
 - (b) to rely on his own judgment as to whether the Lot accords with its description;
 - (c) to seek any independent expert advice (reasonable in light of the nature and value of the Lot and the Bidders' own expertise) and satisfy himself as to the authorship, attribution, authenticity, genuineness, origin, date, age, provenance or condition of the Lot; and
 - (d) not to rely on any illustration or any information or description provided by The Edge Galerie (or its officers, directors, employees or agents) verbally or in writing in any Auction Catalogue, condition or other report, commentary, valuation or otherwise.

The Bidder 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 including inspection of the Lot.

The Edge Galerie reserves the right to determine the terms, conditions, manner, place and time of inspection of any Lot by any Bidder, Buyer or their experts, which shall be complied with in full by the Bidder, Buyer and their experts.

4. Exclusions and Limitations of Liability to Buyers

- 4.1 This Condition 4 read together with Condition 15 provide The Edge Galerie's entire liability (including any liability for the acts and omissions of its officers, directors, employees, sub-contractors and agents and any affiliates) under or in connection with these Conditions of Business.
- 4.2 Except as otherwise stated in these Conditions of Business, neither The Edge Galerie (or its affiliated or associates companies) nor the Seller, their servants or agents:-
- (a) gives any guarantee or warranty to the Buyer (save in the case of the Seller, for the representations and warranties in Condition 15) and any implied warranties and conditions are excluded (save in so far as such obligations cannot be excluded by law). No person in the employment of the Seller or The Edge Galerie or acting as agent of the Seller or The Edge Galerie has any authority to make or give any representation or warranty in relation to any Lot. In particular, any representations including those in any catalogue, report, commentary or valuation, in relation to any aspect or quality of any Lot, including estimated 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);
 - (b) is liable for any inaccuracies, inconsistencies, errors or omissions in representations, descriptions or information provided to Bidders by The Edge Galerie, whether orally or in writing including in the Auction Catalogue, condition or other report, commentary, valuation or otherwise, in relation to any aspect or quality of any lot including price or value; whether or not such inaccuracy, inconsistency, error or omission is negligent; and
 - (c) accepts responsibility to the Bidder in respect of any acts or omissions (whether negligent or otherwise) by The Edge Galerie in connection with the preparation for or the conduct of auctions or for any matter relating to the sale of any Lot or the performance of these Conditions of Business.
- 4.3 Further, neither The Edge Galerie nor the Seller shall under any circumstances be liable to the Bidders for any loss or damage: special, indirect or consequential loss; pure economic loss, costs, damages or charges; loss of profits; loss of revenue; loss of contracts; loss of anticipated savings; loss of business; loss of use; loss of goodwill; loss or damage arising from loss, damage or corruption of any data; loss suffered by third parties or loss of goodwill (including any loss or damage suffered by the Bidders as a result of an action brought by a third party) arising out of or in connection with these Conditions of Business, even if The Edge Galerie or the Seller has been apprised of the possibility of such losses or damages.
- 4.4 The Edge Galerie shall in no way be responsible for any breach of these Conditions of Business by the Seller.
- 4.5 Without prejudice to any other provision in these Conditions of Business in particular Condition 4.1 to 4.4 above, the maximum aggregate liability of The Edge Galerie and the Seller for any matter relating to or arising in connection with these Conditions of Business or any collateral agreement, whether based on an action or claim in contract including under an indemnity, tort (including negligence), statute or otherwise, shall be limited to the Purchase Price actually paid by the Buyer to the Edge Galerie for the Lot in relation to which the liability arises.
- 4.6 Without prejudice to any other provision in these Conditions of Business, The Edge Galerie shall not be liable for any loss, damage or personal injury sustained by any person while on the premises of The Edge Galerie (including the third party premises where the Auction may be conducted) or by a Lot, or a part of a Lot, which may be on view from time to time. Any Bidder who damages a Lot, whether negligently or intentionally, shall be liable for all resulting loss and damage suffered by The Edge Galerie (and the Seller, as the case may be).
- 4.7 The exclusions and limitations of liability set out above or in these Conditions of Business do not apply to anything which cannot be excluded or limited by applicable law and shall survive the expiry or termination of these Conditions of Business for any reason whatsoever.
- Seller's liability to Buyers*
- 4.8 Subject to Condition 14, the Seller's obligations to the Buyer are limited to the same extent as The Edge Galerie's obligations to the Buyer. Any express or implied conditions or warranties are excluded save insofar as it is not possible under the law to exclude obligations implied by statute. In addition, The Edge

Galerie reserves the right to agree on variations to the Seller's warranties with the Seller.

AT THE AUCTION

5. Bidding at Auction

Rights of participation at Auction

- 5.1 Participation at the Auction as Bidder or in any other manner including as spectator shall be by written invitation of The Edge Galerie only. The Edge Galerie has the right at its absolute discretion to refuse admission of any person to the Auction or The Edge Galerie's premises or other premises where the Auction is held or participation or bidding of any person in any Auction and to reject any bid. The Edge Galerie may without giving any reason refuse to accept the bidding of any person.
- 5.2 No person (including invited participants) shall be entitled to bid at the Auction without first having completed and delivered to The Edge Galerie the 'Bidder Registration Form' and any other information or references including bank or other financial information as required by The Edge Galerie and having provided identification before bidding, all of which shall be subject to The Edge Galerie's acceptance in its sole discretion.
- 5.3 Prospective Buyers who wish to bid in the sale room can register in advance of the sale, or can come to the saleroom on the day of the sale to register in person. Further information on the registration process can be found in The Edge Galerie's 'Buyer's Guide'.

Bidding as principal

- 5.4 In making a bid at the Auction, a Bidder is doing so as principal and will be held personally and solely liable for the bid, in particular to pay the Total Amount Due, plus all other applicable charges, unless it has been explicitly agreed in writing with The Edge Galerie before the commencement of the Auction that the Bidder is acting as agent on behalf of a principal and the 'Bidder Registration Form' is completed and signed by the principal which clearly states that the authorized bidding agent is acting on behalf of the named principal. In such circumstances, both the Bidder and the principal will be jointly and severally liable for all obligations arising from the bid and the principal shall be bound by these Conditions of Business by the Bidder's bid as his agent in the same way as if he were bidding personally.
- 5.5 Each Bidder shall be assigned a paddle for the purposes of bidding at the Auction identified by a serial number, and each Bidder shall be fully and wholly responsible for any use of his or her assigned paddle, regardless of the circumstances, and shall be solely liable for any bid placed using the paddle assigned to him, in particular to pay the Total Amount Due plus all other applicable charges if a bid placed using the paddle assigned to him is accepted by the fall of the auctioneer's hammer.

Absentee Bids

- 5.6 Bidders are strongly encouraged to attend the Auction in person but where absentee/written bids are available, The Edge Galerie shall use reasonable efforts to carry out absentee/written bids which shall be in Ringgit Malaysia, provided that the written instructions from the Bidders directing The Edge Galerie to bid on their behalf are in The Edge Galerie's opinion, sufficiently clear, complete and received no less than 24 hours before the Auction date in the prescribed 'Absentee/Telephone Bids Form' provided by The Edge Galerie. Telephone / absentee bids must be confirmed before the Auction by letter or fax from the Bidder. The Lots will be bought at the lowest possible price taking into account other bids placed and the Reserve Price. If written bids on the Lot are received by The Edge Galerie 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.

Bidding by Telephone

- 5.7 Bidders may bid by telephone during the course of the Auction for Lots with a minimum low estimate from time to time prescribed by The Edge Galerie and arrangements for such service must be confirmed with The Edge Galerie no later than twenty four (24) hours before the Auction by letter or fax. The Edge Galerie reserves the right to confirm the relevant details in writing before it agrees to place such bids and shall not be responsible for failure of any telephone bid for any reason. Telephone bids may be recorded. By bidding on the telephone, Bidders consent to the recording of their conversation.

Absentee Bids and Telephone Bids

- 5.8 Absentee/Written bids and telephone bids are offered as an additional service for no extra charge and on a confidential basis at the Bidder's sole risk and subject to The Edge Galerie's other commitments at the time of sale and the conduct of the sale may be such that The Edge Galerie is unable to bid as requested. The Edge Galerie will not accept liability for failure to

place such bids or for any errors and omissions in connection with it. The Bidder should therefore attend in person or send an agent to the Auction if the Bidder wishes to be certain of bidding.

6. Conduct of the Auction

Bidding

- 6.1 The auctioneer will commence and advance the bidding at levels and increments he considers appropriate.
- 6.2 The auctioneer is entitled to make consecutive bids or make bids in response to other bids on behalf of the Seller up to the Reserve Price on the Lot, without indicating he is doing so or that he is doing so on behalf of the Seller and whether or not other bids are placed. The Bidder and Buyer acknowledge the rights of the auctioneer and the Seller set out in this Condition and waive any claim that they might have in this connection against The Edge Galerie or the Seller. Under no circumstances will the auctioneer place any bid on behalf of the Seller at or above the Reserve Price.

- 6.3 Unless otherwise specified, all Lots are offered subject to a Reserve Price. The Edge Galerie shall not be obliged to sell a Lot below the Reserve Price. In the event that there is no bid on a Lot or no bid at or above the Reserve Price, the auctioneer may deem such Lot unsold.

Sale

- 6.4 Subject to the auctioneer's sole discretion pursuant to Conditions 6.1 and 6.2 above, the person who makes the highest bid accepted by the auctioneer (or that person's disclosed principal, if applicable) shall be the Buyer. The fall 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 fall of the auctioneer's hammer also marks the conclusion of a contract of sale between the Seller and the Buyer for the Lot, whereupon the Buyer becomes liable to pay the Total Amount Due. The Bidder and Buyer shall not be entitled, for any reason whatsoever, to revoke or cancel the contract of sale for a Lot once concluded by the fall of the auctioneer's hammer.
- 6.5 The Buyer will be asked to sign a 'Buyer's Acknowledgement Form' upon the fall of the auctioneer's hammer and to make payment of 5% of the Hammer Price or RM800.00, whichever is greater, as a non-refundable earnest deposit before leaving the sale room. Failure by the Buyer to sign the Buyer's Acknowledgement Form and make payment for the earnest deposit will entitle The Edge Galerie at its discretion to render the sale of the Lot null and void and the auctioneer may then re-offer the Lot for sale.

Auctioneer's discretion

- 6.6 Notwithstanding Conditions 6.1 to 6.5 above, the auctioneer has absolute discretion at any time to:-
- withdraw any Lot;
 - postpone the Auction date;
 - admit or refuse admission to any person to the Auction;
 - accept or refuse any bid;
 - combine or divide any items to constitute a Lot for sale;
 - in the case of a dispute as to any bid, immediately determine the dispute or re-offer the Lot for sale or withdraw the Lot;
 - re-offer a Lot for sale if the auctioneer reasonably believes that there is an error or dispute; and/or
 - take such other action as he reasonably thinks fit in the circumstances.

Currency converter

- 6.7 The Auction will be conducted in Ringgit Malaysia but The Edge Galerie may provide a currency converter at the Auction for the convenience of Bidders. The figures shown in foreign currencies are only approximates and do not represent the exact exchange rates. The Edge Galerie does not accept liability to Bidders who follow and rely on the currency converter rather than the actual bidding in the sale room. Errors may occur in the currency converter and The Edge Galerie accepts no responsibility or liability for the same.

Post-Auction Sale

- 6.8 In the event the Lot is not sold at the Auction, The Edge Galerie shall be authorised as the exclusive agent of the Seller to sell the Lot via post-Auction sale in accordance with Condition 18 herein. Any post-Auction sale of Lots offered at Auction shall incorporate these Conditions of Business as if sold in the Auction.

Waiver by Bidder and Buyer

- 6.9 The Bidder and the Buyer acknowledge the rights of the auctioneer and the Seller set out in these Conditions of Business and waive any claim that they might have in this regard against The Edge Galerie or the Seller.
- 6.10 While invoices are sent out by mail after the Auction, The Edge Galerie does not accept responsibility for notifying the absentee Bidder of the result of his bids. Successful Bidders shall pay the Total Amount Due in accordance with Condition 7.1.

AFTER THE AUCTION

7. Payment and Collection of the Lot

Payment for the Lot

- 7.1 Unless agreed otherwise in writing, the Buyer shall pay the Total Amount Due to The Edge Galerie by cash, cheque, banker's draft or wire transfer in Ringgit Malaysia within seven (7) days after the Auction or any post-auction sale of the Lot, or such other time period prescribed by The Edge Galerie. Payment from the Buyer shall not be deemed to have been made until The Edge Galerie is in receipt of cash or cleared funds. All charges imposed by a bank or financial institution arising from or in connection with such payment including any processing fee assessed on any returned cheques shall be borne by the Buyer. Where requested by The Edge Galerie, payment shall be accompanied by appropriate identification of the Buyer including but not limited to his or her name, permanent address and other proof of identity. Further information on the payment method can be found in The Edge Galerie's 'Buyer's Guide'.

Collection of the purchased Lot

- 7.2 Unless agreed otherwise, the Buyer or its authorised representative (with a letter of authorisation from the Buyer) must collect the Lot, at the Buyer's expense from the premises of The Edge Galerie (or its appointed storage solution provider) within seven (7) days after the Auction or such other time period prescribed by The Edge Galerie.
- 7.3 The Lot shall only be released to the Buyer or its authorised representative (with a letter of authorisation from the Buyer) upon receipt by The Edge Galerie of the Total Amount Due in cash or cleared funds and appropriate identification of the Buyer or his authorized representative.
- 7.4 If the Buyer has paid for the Lot but does not collect the Lot within ninety (90) days after the Auction date, the Buyer authorises The Edge Galerie to dispose of the Lot as it sees fit, at the sole discretion of The Edge Galerie which may involve offering the Lot for sale by auction or private sale on such price and terms as The Edge Galerie considers appropriate including those relating to estimates and reserves. All payments due from the Buyer to The Edge Galerie under or pursuant to these Conditions of Business shall be deducted from the proceeds of sale. The Edge Galerie undertakes to hold to the Buyer's order the balance of the proceeds of sale received by The Edge Galerie in cleared funds less all storage, removal, insurance and any other costs or Taxes incurred, provided that if the Buyer does not collect such sum within (2) years of the Auction date (or the date of conclusion of any post-auction sale of the Lot to the Buyer), the Buyer shall be deemed to have waived all rights to such proceeds of sale and The Edge Galerie shall be entitled to retain such proceeds of sale.

8. Title and Risk

Passing of title

- 8.1 The Buyer shall always remain liable for the Total Amount Due and shall not acquire title to the Lot sold until The Edge Galerie has received the Total Amount Due for the Lot in cash or cleared funds and The Edge Galerie has applied such payment to the Lot (even if, without prejudice to Condition 7.3, The Edge Galerie exercises its discretion to release the Lot to the Buyer). Subject to Condition 11.3(l) below, The Edge Galerie may in its absolute discretion determine the order in which any monies received from the Buyer shall be applied in discharge of the debts owing by the Buyer to The Edge Galerie.
- 8.2 In the circumstances where the Buyer on-sells the Lot or any part of the Lot before making payment in full to The Edge Galerie of the Total Amount Due, the Buyer agrees to: (i) hold on trust for The Edge Galerie the proceeds of that sale to the extent that they are equal to the Total Amount Due less any amounts from time to time paid to The Edge Galerie applied to that Lot; and (ii) keep the amount held on trust for The Edge Galerie in respect of any Lot in a separate bank account.

Transfer of risk

- 8.3 Any Lot purchased (including frames or glass where relevant) is entirely at the Buyer's risk and responsibility from the conclusion of the contract of sale of the Lot to the Buyer.

- 8.4 The Buyer shall be solely responsible for insuring the Lot purchased from the time risk passes to the Buyer and The Edge Galerie shall not in any circumstances be liable for any loss or damage to the Lot.

9. Packing, handling and shipping

- 9.1 The packing, handling and shipping of the Lots is also entirely at the Buyer's risk and expense and The Edge Galerie shall not be liable for acts or omissions of the packers, handlers or shippers or its own employees involved in such packing, handling or shipping. Where The Edge Galerie has proposed packers, handlers or shippers solely at the request of the Buyer, The Edge Galerie shall not accept responsibility or liability for their acts or omissions.

10. Export and Permits

- 10.1 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 sole responsibility to identify and obtain any necessary export, import or other permit for the Lot. Without prejudice to or limiting the generality of Condition 4 above, The Edge Galerie and the Seller make no representations or warranties as to whether any Lot is or is not subject to export or import restrictions or any embargoes. Lots purchased shall be paid for in accordance with Condition 7 above and the denial of any permit or licence shall not justify cancellation or rescission of the sale contract or any delay in payment of the Total Amount Due for the Lot. The Edge Galerie shall not be obliged to rescind a sale nor to refund any interest or other Buyer's Expenses incurred by the Buyer where payment is made by the Buyer in circumstances where an export licence is required.

11. Non Payment by the Buyer

- 11.1 In the event the Buyer fails to pay the Total Amount Due within seven (7) days from the date of the sale or such other time period prescribed by The Edge Galerie, The Edge Galerie shall be entitled to impose on the Buyer on behalf of the Seller special terms for payment, storage and insurance, and to take any necessary steps to collect the amount due from the Buyer.
- 11.2 Any additional expenses, including additional insurance premiums resulting from the Buyer's failure to pay the Total Amount Due within the time period prescribed by The Edge Galerie shall be borne by the Buyer. Unless and until such payment is made by the Buyer, The Edge Galerie shall be entitled to charge such expenses to the Seller or deduct such additional expenses from the earnest deposit and/or part payment paid by the Buyer.
- 11.3 Further, without prejudice to any rights the Seller may have, if the Buyer without prior agreement fails to make payment for the Lot within seven (7) days of the Auction or such other time period prescribed by The Edge Galerie, The Edge Galerie and/or the Seller (where applicable) shall at their sole discretion and without prejudice to any other rights which The Edge Galerie and the Seller may have, be entitled, both for themselves and as agent for the Seller, to exercise any one or more of the following rights or remedies:-
- to charge default interest at the rate of 1.5% per month on the outstanding sums due from the Buyer;
 - to charge all reasonable legal and administrative fees incurred by The Edge Galerie and the Seller;
 - to forfeit the Buyer's earnest deposit as required under Condition 6.5 or any part payment made by the Buyer;
 - to commence legal proceedings against the Buyer for recovery of all outstanding sums, including interest, legal fees, costs and other expenses on a full indemnity basis as well as damages for breach of contract;
 - rescind the sale of the Lot;
 - to resell the Lot by auction or private sale on such terms as The Edge Galerie deems fit and to set-off the proceeds of sale against the outstanding sums unpaid by the Buyer. The Buyer and the Seller hereby consent to and authorise The Edge Galerie to arrange and carry out such resale on the Conditions of Business applicable at the time of the resale and agree that the level of the reserve and the estimates relevant to such resale shall be set at The Edge Galerie's sole discretion. The sales proceeds will be applied in reduction of the Buyer's debt. In the event such resale is for less than the Total Amount Due for that Lot, the Buyer shall remain liable for the shortfall together with all costs incurred in such resale and The Edge Galerie 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 resale should result in a price higher than the Total Amount Due the surplus shall be paid to the Seller, subject to deduction of the Seller's Commission based on the higher price as well as Seller's Expenses. In such case, the Buyer waives any claim which the Buyer may have to the title to the Lot and agrees that any resale price shall be deemed commercially reasonable;

- (g) to hold the Lot as security, pledge or lien pending payment of all outstanding sums due from the Buyer;
- (h) to insure, remove and store the Lot either at The Edge Galerie's premises or elsewhere at the Buyer's sole risk and expense;
- (i) 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 The Edge Galerie before such bids are accepted;
- (j) 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 Total Amount Due;
- (k) to apply any payments made by the Buyer to The Edge Galerie or to any affiliated company of The Edge Galerie towards settlement of the Total Amount Due or otherwise towards any costs or expenses incurred in connection with the sale of the Lot;
- (l) to apply any payments made by the Buyer to The Edge Galerie or to any affiliated company of The Edge Galerie towards settlement of the Total Amount Due or otherwise towards any other debts owed by the Buyer to The Edge Galerie or to any other affiliated company of The Edge Galerie in respect of any other transaction;
- (m) to set off any amounts owed by The Edge Galerie or The Edge Galerie's affiliated companies to the Buyer against any amounts which the Buyer owes to The Edge Galerie or any of The Edge Galerie's affiliated companies whether as a result of any proceeds of sale or otherwise;
- (n) to take such other action as The Edge Galerie deems necessary or appropriate; or
- (o) to exercise a lien over any of the Buyer's property which is in its possession or in possession of any of The Edge Galerie's affiliated companies for any reason until payment of all outstanding amounts due to The Edge Galerie has been made in full. The Edge Galerie 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, The Edge Galerie shall be entitled to arrange and carry out the sale of any such property in accordance with (f) above.

12. Failure to collect the purchased Lot

- 12.1 In the event the Lot is not collected within the time frame as provided in Condition 7.2 above, The Edge Galerie may arrange for storage of the Lot at the Buyer's risk and expenses. Any additional expenses resulting from the Buyer's failure to collect the Lot, including additional insurance premiums and storage charges, shall be borne by the Buyer. This shall apply whether or not the Buyer has made payment of the Total Amount Due. The Edge Galerie shall release the Lot only after the Buyer has made payment in full of all storage, removal insurance and any other costs incurred, together with payment of all other amounts due to The Edge Galerie, including if applicable, the Total Amount Due.
- 12.2 The Edge Galerie shall, in its absolute discretion and without prejudice to any other rights which it and the Seller may have, be entitled to exercise any of the rights or remedies listed in Condition 11.3 above, whether or not the Buyer has made payment of the Total Amount Due provided that The Edge Galerie shall not exercise their right under Condition 11.3(f) above for a period of ninety (90) days following the relevant sale. In the event that The Edge Galerie exercises its rights under Condition 11.3(f) above where the Buyer has made payment of the Total Amount Due, The Edge Galerie undertakes to hold to the Buyer's order the Net Sale Proceeds received by The Edge Galerie in cleared funds less all storage, removal, insurance and any other costs or Taxes incurred, provided that if the Buyer does not collect such sum within (2) years of the Auction date (or the date of conclusion of any post-Auction sale of the Lot to the Buyer), the Buyer shall be deemed to have waived all rights to such proceeds of sale and The Edge Galerie shall be entitled to retain such proceeds of sale.

13. Indemnities

- 13.1 Notwithstanding anything stated in these Conditions of Business and in consideration of these promises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and without prejudice to any other rights and remedies of The Edge Galerie or its successors and assigns (and its and their officers, directors, employees and agents) under these Conditions of Business, the Bidder or the Buyer shall at its own expense indemnify and hold harmless The Edge Galerie and its successors and assigns (and its and their officers, directors, employees and agents) on a full indemnity basis in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment (including attorney's fees and court costs on an indemnity basis) which The Edge Galerie or its successors and assigns (and its and their officers, directors, employees and agents) pays, suffers, incurs or is liable for which arise directly or indirectly out of or relate to the following events:-
- (a) any breach of these Conditions of Business or any negligent (including gross negligence) or otherwise wrongful act or

omission of the Bidder or Buyer or their heirs, personal and legal representatives, estates, successors-in-title (and its officers, directors, employees and agents, where applicable); or

- (b) any damage to property (including third party property) or any personal injury (including death) suffered by any person including the officers, directors, employees and agents of The Edge Galerie or its successors and assigns; caused by or contributed to by or resulting from any acts or omissions whether negligent, wilful or otherwise of the Bidder or Buyer or their heirs, personal and legal representatives, estates, successors-in-title (and its officers, directors, employees and agents, where applicable).

C. SELLERS' CONDITIONS

14. Seller's Representations and Warranties

14.1 This Condition 14 governs the relationship between Seller and both Buyer and The Edge Galerie and are in addition to any other rights and remedies that The Edge Galerie may have against the Seller. If The Edge Galerie or the Buyer considers any of the representations or warranties listed below to be breached in any way, either The Edge Galerie or the Buyer may take legal action against the Seller. The Seller agrees to indemnify The Edge Galerie, any company affiliated to The Edge Galerie, their respective successors and assigns (and its and their officers, directors, employees and agents) and the Buyer against any loss or damage resulting from the Seller's breach or alleged breach of any of its representations and/or warranties, or other terms set forth in these Conditions of Business. Where The Edge Galerie reasonably believes that there is or may be a breach of any such representation or warranty, the Seller authorises The Edge Galerie in its sole discretion to rescind the sale of the Lot. For the avoidance of doubt, the Buyer shall not be entitled to rescind the sale of the Lot or not comply with its obligation to make payment of the Total Amount Due in accordance with Condition 7.1 due to the Seller's breach or alleged breach of any of its representations and/or warranties, or other terms set forth in these Conditions of Business.

The Edge Galerie shall be entitled to disclose the identity of the Seller to the Bidder, Buyer or any other third party where required by such Bidder, Buyer or third party to exercise their rights or obligations under these Conditions of Business or the law, or for any other reason that The Edge Galerie deems necessary.

14.2 The Seller represents and warrants to The Edge Galerie and to the Buyer that at all relevant times (including the time of the consignment of any Lot and the time of the sale of the Lot):-

- (a) The Seller is the true and sole owner of the Lot or is properly authorised by the owner with unrestricted rights to transfer the title to the Lot to the Buyer in accordance with these Conditions of Business;
- (b) The Seller has full legal right, capacity, authority and power to agree to and bind itself by these Conditions of Business and is able to and shall in accordance with these Conditions of Business, transfer to the Buyer possession and good and marketable title to the Lot free from any third party rights, encumbrances or claims or potential claims including without limitation intellectual property claims and any claims which may be made by governments or governmental agencies, the artist or any agents representing the artist of the Lot or any third party;
- (c) The Lot is authentic and is not a forgery;
- (d) The Seller has disclosed to The Edge Galerie, in writing, all relevant information in his possession relating to the provenance and attribution of the Lot including any concerns expressed by any third parties in relation to the ownership, condition, authenticity, attribution or export or import of the Lot;
- (e) Where the Lot has been moved into Malaysia from another country, the Lot has been lawfully imported into Malaysia; the Lot has been lawfully and permanently exported as required by the law 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 and the Lot respectively are in no way encumbered by any claim, pledge, lien, charge, option, pre-emption rights or other equity on (including Intellectual Property Rights), over or affecting the Lot and there is no agreement or arrangement to give or create such encumbrance and no claim has been or will be made by any person to be entitled to the Lot in respect of any of the foregoing;
- (g) The Seller has paid or will pay all Taxes due or potentially due on the proceeds and Seller's Expenses arising from or in connection with the sale of the Lot;
- (h) The Seller is the sole owner of the Intellectual Property Rights in the Lot or is properly authorized by the owner to grant The Edge Galerie the right to use the Intellectual Property Rights in the Lot as necessary for the purposes of these Conditions of Business;

(i) The Seller is not aware of any matter or allegation which would render any description, listing, communication, illustration or reproduction given in the Auction Catalogue and any condition report, salesroom notice, video or audio production, or any other literature, documents and publications, and the marketing and promotion of the Lot (including magazine and press articles and invitation cards) by The Edge Galerie in relation to the Lot inaccurate or misleading;

(j) Unless the Seller informs The Edge Galerie in writing to the contrary at the time of consignment of the Lot to The Edge Galerie, any electrical or mechanical goods (or any electrical or mechanical parts of Lots offered for sale) are in a safe operating condition if reasonably used for the purpose for which they were designed and are free from any defect not obvious on external inspection which could prove dangerous to human life or health; and

(k) The Seller is not aware of any allegations of infringement or notices of misappropriation issued by any person or any claims that the Lot or its use or enjoyment as contemplated by these Conditions of Business infringes or will infringe any rights, including any Intellectual Property Rights of any third party.

15. Exclusions and Limitations of Liability to the Seller

15.1 This Condition 15 read together with Condition 4 provide The Edge Galerie's entire liability (including any liability for the acts and omissions of its officers, directors, employees, sub-contractors and agents and any affiliates) to the Seller under or in connection with these Conditions of Business.

15.2 Any information, representations or description written or oral and including those in any Auction catalogue, report, commentary or valuation in relation to any aspect or quality of any Lot, including price or value (a) may be revised prior at any time prior to the sale of the Lot (including whilst the Lot is on public view). In the light of The Edge Galerie's dependence on information provided to it by the Seller, The Edge Galerie, its successors and assigns and affiliated companies (and its and their officers, directors, employees, sub-contractors and agents) shall not be liable for any errors or omissions in any oral or written information, representation or description provided to it by the Seller.

15.3 The Edge Galerie shall not be liable to the Seller or any third party for any acts or omissions by it in connection with the preparation for or the conduct of the Auction (including any errors or inaccuracies in the description, listing, communication, illustration or reproduction in the Auction Catalogue and any condition report, salesroom notice, video or audio production, or any other literature, documents and publications, and the marketing and promotion of the Lot (including magazine and press articles and invitation cards) or for any matter relating to the sale of the Lot or otherwise relating to the handling, storage or transport of the Lot or the performance of these Conditions of Business, whether negligent, wilful, fraudulent or otherwise.

15.4 The Edge Galerie shall not be liable to the Seller for the following types of loss or damage even if, The Edge Galerie has been advised of the possibility of such loss or damage: special, indirect or consequential loss; pure economic loss, costs, damages or charges; loss of profits; loss of revenue; loss of contracts; loss of anticipated savings; loss of business; loss of use; loss of goodwill; loss or damage arising from loss, damage or corruption of any data; loss suffered by third parties or loss of goodwill (including any loss or damage suffered by the Seller as a result of an action brought by a third party) arising out of or in connection with these Conditions of Business, even if The Edge Galerie has been apprised of the possibility of such losses or damages.

15.5 While The Edge Galerie, its successors and assigns (or its and their officers, directors, employees, sub-contractors and agents) and its appointed carrier/storage solution provider and independent contractors will take reasonable care to preserve the condition of the Lot while it is in their possession, The Edge Galerie, its successors and assigns (or its and their officers, directors, employees, sub-contractors and agents) and its appointed carrier/storage solution provider and independent contractors shall not be held liable to the Seller, Bidder or Buyer (i) for any loss or damage caused to frames or to glass covering prints, paintings or other work, (ii) for any loss or damage occurring in the course of any process undertaken (including restoration, framing or cleaning, or (iii) for any loss or damage to the Lot howsoever caused, including but not limited to 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) changes in atmospheric conditions; or
- (e) handling or storage.

15.6 Without prejudice to the above, if The Edge Galerie is held to be liable to the Seller for any matter relating to or arising

in connection with these Conditions of Business, whether based on an action or claim in contract including under an indemnity, tort, negligence, strict liability in tort or by statute or otherwise, the amount of damages recoverable against The Edge Galerie for all events, acts or omissions shall not exceed (i) in the case of a sold Lot the total amount of Seller's Commission and Buyer's Premium received by The Edge Galerie; or (ii) in the case of an unsold Lot the total amount of Seller's Commission and Buyer's Premium which would be payable to The Edge Galerie calculated based on the Reserve Price.

15.7 The exclusions and limitations of liability set out above or in these Conditions of Business do not apply to anything which cannot be excluded or limited by applicable law and shall survive the expiry or termination of these Conditions of Business for any reason whatsoever.

AT THE AUCTION

16. Reserve Price

16.1 The sale of the Lot will be subject to a Reserve Price, which shall be kept confidential by both The Edge Galerie and the Seller, and a non-binding estimated price range which shall be determined by The Edge Galerie at its sole discretion and described in the Auction Catalogue before The Edge Galerie proceeds to offer the Lot for sale. For the avoidance of doubt and notwithstanding the confidentiality obligation in the preceding sentence, The Edge Galerie shall have the right to disclose the Reserve Price as is necessary to perform its obligations under or pursuant to these Conditions of Business.

16.2 The Edge Galerie shall under no circumstances be liable if bids are not received at the level of the Reserve Price. The Edge Galerie shall however be entitled to sell the Lot below the Reserve Price.

16.3 In the event the Lot is sold below the Reserve Price at the Auction (but not otherwise), The Edge Galerie shall account to the Seller as if the Hammer Price was equal to the Reserve Price.

16.4 If a Lot fails to sell, the auctioneer will announce that the Lot is unsold.

AFTER THE AUCTION

17. Non-payment by the Buyer

17.1 In the event the Buyer fails to pay the Total Amount Due within seven (7) days from the date of the sale or such other time period prescribed by The Edge Galerie, The Edge Galerie 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.

17.2 However, The Edge Galerie shall not be in any way liable to the Seller for the amount due from the Buyer or be obliged to remit the payment due to the Seller, nor to take any legal proceedings on behalf of the Seller. The Edge Galerie 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, The Edge Galerie shall have absolute discretion to take and enforce any of the remedies set out in Condition 11 (Non Payment by the Buyer) above including the right to rescind the sale and return the Lot to the Seller. The Edge Galerie shall be entitled to charge the Buyer interest for late payment in accordance with Condition 11.3(a) above and the Seller hereby authorises The Edge Galerie to retain such interest for The Edge Galerie's own account.

17.3 In the event a deposit or part payment has been received from the Buyer, The Edge Galerie shall be entitled to deduct from such deposit or part payment all Seller's Expenses, Buyer's Expenses and Taxes (if any) due and payable by the Seller and the Buyer to The Edge Galerie in any order of priority at The Edge Galerie's discretion. The balance of the deposit shall be shared equally between the Seller and The Edge Galerie.

18. Post-Auction Sale

18.1 In the event the Lot is not sold at the Auction, The Edge Galerie shall be authorised as the exclusive agent of the Seller for a period of seven (7) days following the Auction date to sell the Lot privately for a price that will result in a payment to the Seller of no less than the amount (after deducting all Taxes and Seller's Expenses 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 and upon terms which The Edge Galerie and the Seller may agree and set out in writing, whereupon a contract of sale shall be concluded between the Seller and the Buyer. In any such case, the Seller's obligations to The Edge Galerie and the Buyer with respect to the Lot are the same as if such Lot had been sold on the Auction date unless otherwise agreed in writing.

18.2 Any reference in these Conditions of Business to the date of the Auction shall be treated as being a reference to the date of the post-Auction sale.

19. Unsold Lot

19.1 In the event the Lot remains unsold pursuant to Condition 18.1 above, the Seller may re-appoint The Edge Galerie to act as its exclusive agent to sell the Lot upon terms which shall be mutually agreed between the parties.

20. Introductory Fees

20.1 The Edge Galerie reserves all rights to claim for payment of an introductory fee or selling commission for the Lot from any party.

C. BIDDERS', BUYERS' AND SELLERS' CONDITIONS

21. Intellectual Property

21.1 No representations or warranties are made by The Edge Galerie or the Seller as to whether any Lot is subject to any Intellectual Property Rights including copyright or whether the Buyer acquires any Intellectual Property Rights including copyright in any Lot.

21.2 The Edge Galerie reserves the right to photograph, video, illustrate or otherwise reproduce images of and details (including the Buyer's name) in connection with the Lot (whether or not the Lot is identified in such reproduction), both before and after the Auction. The Edge Galerie shall own the Intellectual Property Rights in all such illustrations, photographs, reproductions, descriptions, written materials and published content produced by or on behalf of The Edge Galerie in relation to each Lot.

22. Data Protection

22.1 In connection with the management and operation of The Edge Galerie's business and the marketing and supply of The Edge Galerie and its affiliated companies, The Edge Galerie may request the Seller, Bidder or Buyer (as the case may be) to provide personal data about themselves such as their name, address, proof of identity and details of bank accounts (as the case may be) and by providing such personal data to The Edge Galerie, each Seller, Bidder or Buyer hereby consents to the processing and transfer of personal data out of Malaysia for the purposes as described herein. The provision of such personal data is obligatory in order for The Edge Galerie to perform its obligations under these Conditions of Business and if the Seller, Bidder or Buyer provides The Edge Galerie with information that is defined by law as 'sensitive personal data', they expressly agree that The Edge Galerie and its affiliated companies may use it for the purposes described herein. If The Edge Galerie so requests, each Seller, Bidder or Buyer agrees to provide (in a form acceptable to The Edge Galerie) written confirmation of their name, permanent address, proof of identity and creditworthiness.

22.2 The Edge Galerie may make such information available to external experts, restorers, agents, or other third parties for the purposes of credit reference, authentication and verification of information concerning the Seller, Bidder and Buyer and conducting the sale of the Lot. In order to fulfil the services requested by the Seller, Bidder or Buyer, The Edge Galerie may also disclose such information to third parties as required in order for The Edge Galerie to carry out its obligations and exercise its rights under this Agreement.

22.3 The personal data may also be used (unless it is objected) for marketing and promotional purposes including advising the Seller, Bidder or Buyer of forthcoming events or selected services of The Edge Galerie and its affiliated companies.

22.4 The parties acknowledge that for security purposes, the Edge Galerie's premises and the premises at which the Auction is conducted may be subject to video recording. Telephone calls such as telephone bidding and voicemail messages and related communications with The Edge Galerie and its officers, directors, employees and agents may also be recorded.

22.5 If any other party wishes to access or correct the personal data or would like to contact The Edge Galerie with any inquiries or complaints in respect of the personal data, it may do so via the fax number or address stated in Condition 26 below.

23. Taxes

23.1 Where these Conditions of Business refer to an obligation to make payment by the Buyer or the Seller, the Buyer or the Seller (as applicable) shall be liable to pay the Taxes as required by law.

24. Law and Jurisdiction

24.1 These Conditions of Business shall be governed by and interpreted in accordance with the laws of Malaysia.

24.2 Parties hereby submit to the exclusive jurisdiction of the Malaysian courts. Notwithstanding the preceding sentence, The Edge Galerie has the right to commence proceedings in any other jurisdiction other than the Malaysian courts, in which

case the other parties agree to submit to the jurisdiction of that other court elected by The Edge Galerie.

24.3 All Sellers, Bidders and Buyers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, person service, delivery at the last address known to The Edge Galerie 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.

25. Assignment and Sub-contracting

25.1 The Seller, Bidder or Buyer shall not under any circumstances assign, transfer, grant any security interest over or hold on trust any of its rights or obligations in these Conditions of Business to a third party without the prior consent of The Edge Galerie in writing. However these Conditions of Business shall be binding on any of the Seller's or Buyer's successors, assigns, trustees, executors, administrators and representatives.

25.2 The Edge Galerie may, without the consent of the other parties, transfer, sub-contract or assign all or any of its rights and/or obligations to any other third party.

26. Notices

26.1 All notices, requests, claims and other matters shall be made in writing and in the English language and shall be delivered to the address below with registered mail or equivalent, facsimile, courier service or other electronic transmission:-

The Edge Galerie
Level 3, Menara KLK
1 Jalan PJU 7/6
Mutiar Damansara
47810 Petaling Jaya
Selangor, Malaysia
Tel: 603-77218000
Fax: 603-77218080

26.2 Any such notice:-

(a) if posted, shall be deemed to have been received three (3) Business Days after the date of posting or, in the case of a notice to an addressee not in the country of the sender, ten (10) Business Days after the date of posting;

(b) in the case of facsimile or other electronic transmission, upon confirmation of complete receipt being given by the intended recipient party; or

(c) if couriered, on delivery.

27. Export/import and embargoes

27.1 No representations or warranties are made by The Edge Galerie 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, The Edge Galerie makes no representations or warranties as to whether any embargoes exist in relation to the Lot.

28. Rights Cumulative and Waivers

28.1 The rights of each party under these Conditions of Business are cumulative and may be exercised as often as it considers appropriate and are in addition to its rights under any applicable law.

28.2 A failure or delay in exercising any right or remedy under these Conditions of Business shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of these Conditions of Business shall not constitute a waiver of any breach.

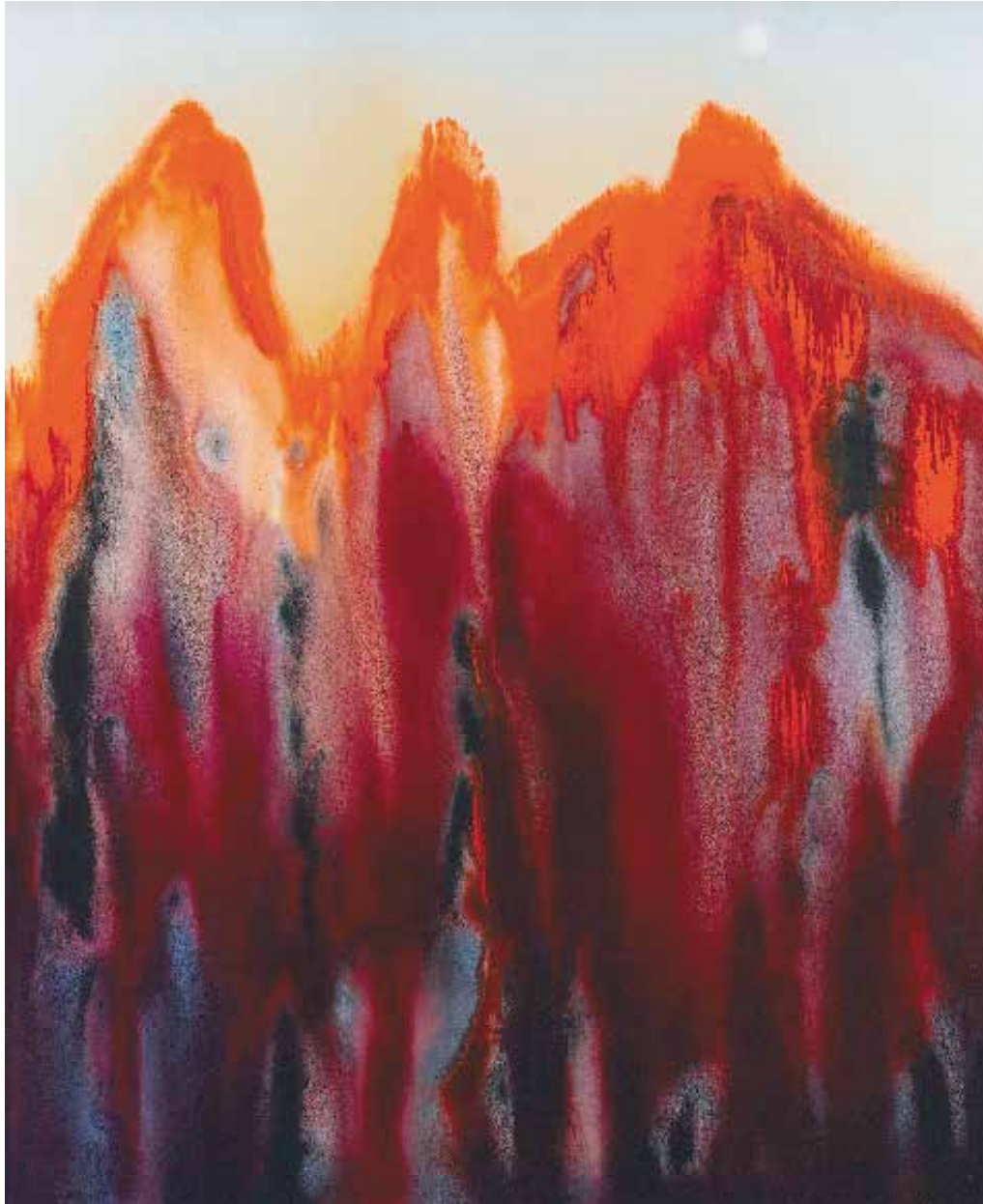
29. Severability

29.1 If any provision of these Conditions of Business (or part thereof) is held to be illegal, void, invalid or unenforceable under present or future laws or regulations effective and applicable during the term of these Conditions of Business, such provision (or part thereof) shall be fully severable and these Conditions of Business shall be construed as if such illegal, void, invalid or unenforceable provision had never comprised a part of these Conditions of Business and the legality, validity and enforceability of the remaining provisions of these Conditions of Business shall remain in full force and effect and shall not be affected by the unenforceable, illegal or invalid provision or by its severance from these Conditions of Business. The parties shall then use their reasonable efforts to arrive at a new provision consistent with the overall intent and objective of these Conditions of Business.

30. Binding Effect of these Conditions of Business

30.1 These Conditions of Business shall be binding on the heirs, personal and legal representatives, estates, successors-in-title and permitted assigns (where applicable) of the parties.

INVITATION TO CONSIGN



Red Mountain by Jolly Koh, 2008, Oil and acrylic on canvas, 145cm x 122cm

THE EDGE AUCTION

NEXT AUCTION IN 2014

For enquiries email us at: auction@theedgegalerie.com

www.theedgegalerie.com

BIDDER REGISTRATION FORM

Please complete all fields below. The signed copy should be faxed to +603-77218080 or emailed to auction@theedgegalerie.com

Bidder Details

Billing Name _____

I.C./Passport No. _____

Address _____

Telephone (O) _____ Telephone (H) _____ Mobile Phone _____

Email _____ Fax _____

Sale Title MODERN & CONTEMPORARY MALAYSIAN ART Sale Date 29th June 2013

Identification/Financial Reference

Proof of Identity (please mark): Identity card/Passport/Driving Licence/Company Registration
Others (please state) _____

Supporting Documents / Credit Card _____

Declarations

I have read the Conditions of Business, Buyer's Guide and the notices printed in the Auction Catalogue, and hereby agree to be bound by them as the Bidder and/or Buyer. I also agree to abide by any notice announced by the auctioneer or written/printed notice posted at the auction venue.

The Edge Galerie acts as exclusive agent for the Seller (save where stated otherwise in the Auction Catalogue) and as such is not responsible for any default by the Seller. Any concluded contract of sale for a Lot is made directly between the Seller and me.

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. If my bid is successful, I agree to pay the Total Amount Due and all applicable taxes, plus all other applicable charges within seven (7) days of the sale or within such other duration prescribed by The Edge Galerie and in such form and manner prescribed by The Edge Galerie. I understand that the invoice will be made out in my name, unless it has been explicitly agreed in writing with The Edge Galerie 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 The Edge Galerie. In such circumstances, both my disclosed principal and I 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 understand that if my bid is successful, I will be asked to sign a buyer's acknowledgement form upon the fall of the hammer and to make payment of 5% of the Purchase Price (or RM800, whichever is greater) as a non-refundable earnest deposit before leaving the sale room. My failure to sign the buyer's acknowledgement form and make payment for the earnest deposit will entitle The Edge Galerie at its discretion to render the sale of the Lot null and void and the auctioneer may re-offer the Lot for sale.

I hereby authorize The Edge Galerie, its affiliated companies and its bank representative to process my personal data for the purposes described in the Conditions of Business including requesting for bank references relating to the account(s) specified by me above.

Purchased Lots may be collected only upon receipt by The Edge Galerie of the Total Amount Due in cash or cleared funds and appropriate identification.

The Edge Galerie accepts credit cards as full payment for purchase and will not accept cancellation of the sale of any Lot by me.

I understand that this Bidder Registration Form is subject to The Edge Galerie's acceptance in its sole discretion.

Signature: _____

Date: _____

TELEPHONE/ABSENTEE BID FORM

Please complete all fields below. The signed copy should be faxed to +603-7721 8080 or emailed to auction@theedgegalerie.com

Bidder Details

Billing Name _____
 I.C./Passport No. _____
 Address _____
 Telephone (O) _____ Telephone (H) _____ Mobile Phone _____
 Email _____ Fax _____
 Sale Title MODERN & CONTEMPORARY MALAYSIAN ART Sale Date 29th June 2013

Identification/Financial Reference

Proof of Identity (please mark): Identity card/Passport/Driving Licence/Company Registration
 Others (please state) _____
 Supporting Documents / Utility Bills / Credit Card _____

Banking Details

Name of Bank _____ Account No. _____
 Credit Card Type _____ Credit Card No. _____
 Expiration Date _____ Issuing Bank _____

PLEASE ENTER YOUR BIDS IN RINGGIT MALAYSIA. BIDS IN FOREIGN CURRENCIES WILL NOT BE ACCEPTED.

Please select your bidding option: Written Bid Telephone Bid

Lot No.	Artist Name/Title of Lot	Maximum Bid Amount (RM)

To allow time for processing, bids must be received at least twenty four (24) hours before the Auction. The Edge Galerie confirms telephoned bids by letter or fax and faxed bids by return fax. If you have not received a confirmation within the same day / one (1) business day, kindly contact us at +(603) 7721 8080 or re-submit your bids. The Edge Galerie reserves the right to confirm the relevant details in writing before it agrees to place such bids and shall not be responsible for failure of any telephone bid for any reason. Telephone bids may be recorded. By bidding on the telephone, I consent to the recording of my conversation.

For additional bids, please attach a separate page.

Declarations

I have read the Conditions of Business, Buyer's Guide and notices printed in the Auction Catalogue, and hereby agree to be bound by them as a Bidder and/or Buyer as applicable. I also agree to abide by any notice announced by the auctioneer or written/printed notice posted at the auction venue. The Edge Galerie acts as exclusive agent for the Seller (save where stated otherwise in the Auction Catalogue) and as such is not responsible for any default by the Seller.

I request that The Edge Galerie enter bids on the following Lot(s) up to the maximum bid amount I have indicated for the Lot(s). 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. This is unless it is explicitly agreed in writing with The Edge Galerie that I am acting as agent on behalf of a principal in which case the principal and I will be jointly and severally liable for all obligations arising from the bid). I understand that by submitting this bid, I have entered into a binding contract to purchase the Lot(s), if my bid is accepted by the striking of the auctioneer's hammer at the Auction. I understand that if my bid is so accepted, a contract of sale will be concluded between the Seller and me and I will be obligated to pay the Total Amount Due, in addition to any other applicable taxes within seven (7) days of the sale or such other time period prescribed by The Edge Galerie and in such form and manner prescribed by The Edge Galerie.

Accordingly, the invoice will be made out in my name, unless it has been explicitly agreed in writing with The Edge Galerie before the sale that I am acting as agent on behalf of an identified third party (hereinafter, referred to as "disclosed principal") acceptable to The Edge Galerie. In such circumstances, both my disclosed principal and I, will be jointly and severally liable for all obligations arising from the bid.

I understand that I may be requested to place with The Edge Galerie proof of my address and a refundable earnest deposit equivalent to 5% of the maximum bid amount indicated herein or

RM800, whichever is greater, in the form of a bank draft, personal cheque, credit card payment or telegraphic transfer into The Edge Galerie's account. Should none of my bids be successful, the earnest deposit shall be returned to me in full. Should my bid be successful, the earnest deposit will become non-refundable, and my failure to make payment for the earnest deposit will entitle The Edge Galerie at its discretion to refuse to any bid on my behalf.

I further understand that 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 The Edge Galerie 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 The Edge Galerie responsible for any errors that occur.

Purchased Lots may be collected only upon receipt by The Edge Galerie of the Total Amount Due in cash or cleared funds and appropriate identification.

The Edge Galerie does accept credit cards as full payment for purchase and will not accept cancellation of the sale of any Lot by me.

I understand that this Absentee/Telephone Bid Form is subject to The Edge Galerie's acceptance in its sole discretion.

For Telephone Bid Only: I request to bid by telephone during the course of the Auction. I acknowledge that telephone bids may be recorded and that by bidding on the telephone, I consent to the recording of my conversation and the use of such recording for any purpose which The Edge Galerie deems fit.

Signature: _____

Date: _____

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