

THE **EDGE** AUCTION

SUNDAY, 17 MARCH 2019 | KUALA LUMPUR

THE **EDGE** AUCTION

southeast asian art



SOUTHEAST ASIAN ART 17 MARCH 2019

THE **EDGE** AUCTION 2019

southeast asian art

AUCTION

KUALA LUMPUR

17 MARCH 2019 | 1PM

DoubleTree by Hilton Kuala Lumpur

Level 10, The Intermark

348, Jalan Tun Razak

50400, Kuala Lumpur

PREVIEW

KUALA LUMPUR

7 – 15 MARCH 2019 | 11AM – 7PM

16 MARCH | 11AM – 3PM

The Edge Galerie

G5-G6 Mont' Kiara Meridin

19 Jalan Duta Kiara, Mont' Kiara

50480 Kuala Lumpur

THE **EDGE**
GALERIE

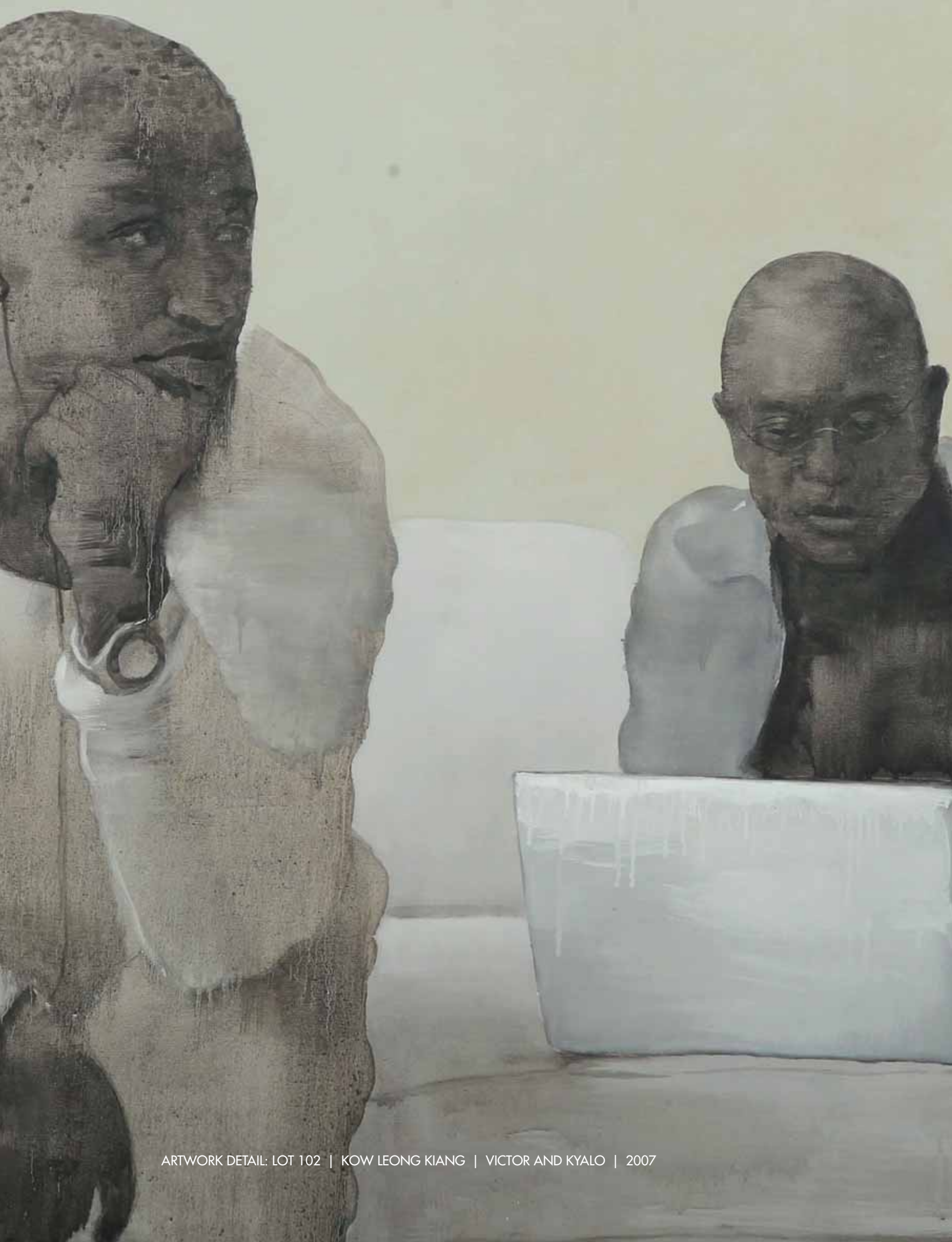
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ARTWORK DETAIL: LOT 91
| BESTA BESTRIZAL | 'I HAVE GOT IT!' | 2011







ARTWORK DETAIL: LOT 102 | KOW LEONG KIANG | VICTOR AND KYALO | 2007



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MESSAGE

SOMETHING FOR EVERYONE

The Edge Auction returns with its seventh annual sale of Southeast Asian art. Featured this year are 105 lots that include significant and major paintings by top names on the regional art scene.

Yusof Ghani highlights the modern lots with *Assembly 1* from a series known as *Wajah*. The painting, which depicts a multitude of faces, measures 182cm by 182cm. A compilation of works from the *Wajah* series was shown in a solo exhibition at Galeri Nasional Indonesia in 2010. The international attention this work has gathered should make it a viable buy for the refined collector of Southeast Asian art. Other veteran Malaysian artists in the section include Jolly Koh, Datuk Tajuddin Ismail, Awang Damit Ahmad and Khoo Sui Hoe.

In the young contemporary category, the lots are by such notable names as Fauzul Yusri, Tan Wei Kheng, Najib Ahmad Bamadhaj, Shafiq Nordin and Ismail Awi.

Those looking for alternative media can look to contemporary artist Anne Samat for mixed weaves or Azam Aris for a handstitched work on fabric with gold thread. Also going under the hammer is a metal sculpture by Raja Shahriman.

Collectors looking for the unique Southeast Asian medium of batik can choose from among the works by Ismail Mat Hussin, Datuk Tay Mo Leong and Lee Long Looi.

Other sought-after works include unique compositions by Khalil Ibrahim, Amron Omar, Datuk Sharifah Fatimah Syed Zubir, Rafiee Ghani and Anthonie Chong.

The auction includes works by Indonesia-based artists such as I Wayan Sujana (Suklu), Harlen Kurniawan, Gede Putra Udiyana, Jeihan Sukmantoro, Besta Bestrizal and Yunizar.

Myanmar is represented by artist-cum-art promoter Myint Soe and veteran artist Win Pe, who once worked as a filmmaker and radio producer for BBC. Win Pe is a pioneer of modern art in Myanmar, who, in his early days, led the charge alongside Paw Oo Thet and Khin Maung Yin.

Vietnamese art is represented by Bui Huu Hung, Thanh Chuong, whose skill has earned him the title "master of lacquer", and Nguyen Thanh Binh.

With each lot sorted into specific categories, The Edge Auction 2019 differs from its previous incarnations in a few aspects. The wide price range promises something for everyone, from those who have just stepped into the world of collecting to the more seasoned collectors who already have a clear idea of what they want. This year also sees more lots in the young contemporary category, indicating the growing careers of such artists.



DATO' HO KAY TAT
Publisher and CEO
The Edge Media Group



1



2

1. AHMAD ZAKII ANWAR

b. Johor, 1955

LEGONG – RED

2009

28cm x 20cm, set of 2

Ink and watercolour on paper

Signed, centre right

PROVENANCE

Private collection, Kuala Lumpur

RM6,000 — RM10,000

2. AHMAD ZAKII ANWAR

b. Johor, 1955

LEGONG – GREEN

2009

28cm x 20cm, set of 2

Ink and watercolour on paper

Signed, centre right

PROVENANCE

Private collection, Kuala Lumpur

RM6,000 — RM10,000

3



3. SIUND TAN

b. Kedah, 1981

MADAM LIM

2011

55cm x 42cm

Charcoal on paper

Signed, bottom left

PROVENANCE

Private collection, Selangor

RM2,000 — RM3,500

4



Siund Tan graduated with a Bachelor's in Graphic Design degree from the Curtin University of Technology, Australia, in 2004. In 2012, he was among the winners of the Malaysia Emerging Artist Award. Subsequently, in 2014, Tan held his first solo exhibition entitled *Sometime* at G13 Gallery in Malaysia. His works are said to express and celebrate the beauty of the human spirit in the various stages of life. Tan currently lives in Selangor.

5

4. SIUND TAN

b. Kedah, 1981

MANAGER ANG

2011

55cm x 42cm

Charcoal on paper

Signed, bottom left

PROVENANCE

Private collection, Selangor

RM2,000 — RM3,500

5. SIUND TAN

b. Kedah, 1981

DREAMERS

2011

43cm x 58cm

Graphite on paper

Signed, bottom right

PROVENANCE

Private collection, Selangor

RM2,000 — RM3,500



6



6. SHARON CHIN

b. Selangor, 1980

LANTERN SQUIRREL

2016

38cm x 28cm

Linocut print (edition 10 of 20)

Signed, bottom right

PROVENANCE

Private collection, Selangor

EXHIBITED

Local Fauna (In Progress!),

Run Amok Gallery, Penang, 2016

RM500 — RM1,800

7. SHARON CHIN

b. Selangor, 1980

MONUMENT TERMITE

2016

37cm x 28cm

Linocut print (edition 10 of 20)

Signed, bottom right

PROVENANCE

Private collection, Selangor

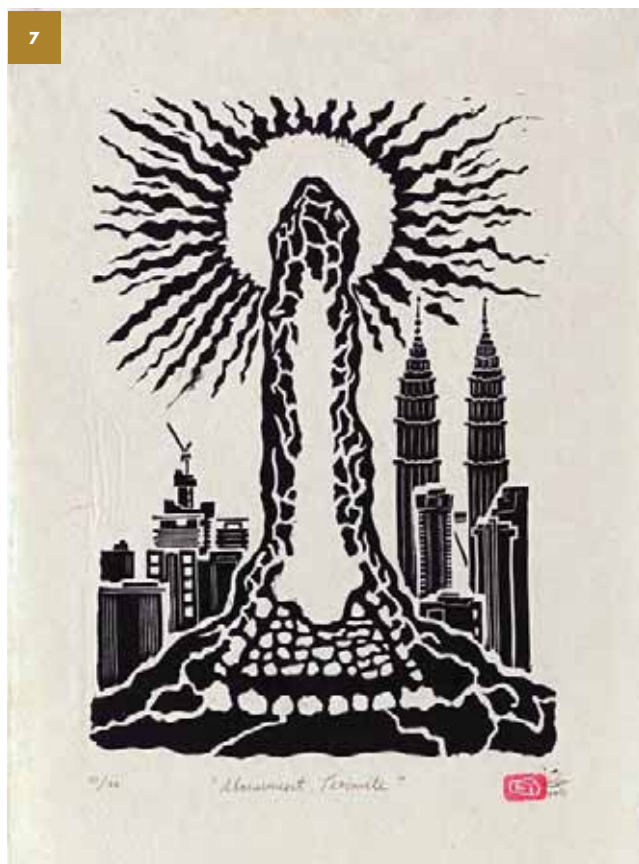
EXHIBITED

Local Fauna (In Progress!),

Run Amok Gallery, Penang, 2016

RM500 — RM1,800

7



The exhibition in which these two artworks were shown featured animal-themed linocut prints produced to accompany short stories about Southeast Asia flora and fauna by writer Zedeck Siew. The 20 prints were made during a three-month stint in Hotel Pegaga Artists' Residency in George Town, Penang.

Sharon Chin is an artist, writer and curator. She is recognised as one of the most outstanding and prolific young artists in Malaysia. Working across media, her work looks at how we negotiate geography, history, human relations and language in the contemporary imagination. She has exhibited extensively in Malaysia and abroad, including Australia, Japan, Thailand, Singapore, Myanmar, Vietnam, Indonesia and South Korea. In 2009, Chin co-founded Arteri, a popular website about art and culture in Malaysia and Southeast Asia. She is also a member of Buka Kolektif, which organised the first international performance art festival at the National Art Gallery of Malaysia in 2011.



8

8. JUHARI SAID

b. Selangor, 1961

BLUE MOUNTAIN, EDITION 5 OF 9

1994

92cm x 124cm

Woodcut print on paper

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM9,000 — RM12,000

fabric &

batik art



9. FAUZIN MUSTAFA

b. Perak, 1966

SEMANGAT BUMI-DEDAUN IV

1994

40cm x 50cm

Mixed media on paper

Signed, bottom left

PROVENANCE

Private collection, Kuala Lumpur

RM2,000 — RM5,000

The works in Fauzin Mustafa's *Semangat Bumi* series are typically identified by their impasto leaf motifs that make up the composition. The series speaks of the fragile beauty of nature that could turn ugly at any moment if not taken care of responsibly.

Fauzin won the Minor Award in the Young Contemporary Artists (Bakat Muda Sezaman) competition in 1988. He picked up the Minor Award (Painting) in Salon Malaysia in 1991, 3rd Prize in the Philip Morris Asean Art Award — Malaysia (1994), 2nd Prize for the Mekarcitra competition at Galeri Shah Alam (2007) and the Major Award in the 1MC mural painting at National Art Gallery (2010). He took part in the Asian Art Biennale in Bangladesh (2001) and the New Art from Southeast Asia exhibition at Fukuoka Art Museum in Japan (1992).



10. AZAM ARIS

b. Perak, 1983

BELAJAR UNTUK PERGI

2016

92cm x 60cm

Gold thread, hand stitching on fabric

mounted on fabric-wrapped frame

Signed, back of the painting

PROVENANCE

Private collection, Selangor

EXHIBITED

ARTAD16, MAPKL, Publika, Kuala Lumpur, 2016

RM5,500 — RM7,000

Azam Aris graduated from Universiti Teknologi MARA in 2007, following which he was offered a residency programme by the HOM Art Trans gallery. At the end of the programme, he was offered a solo exhibition — the first of his career — at the gallery.

Azam's solo exhibition *YEAH!*, in 2015, saw him produce paintings that were heavy on repetition and gloomy in colour. An overwhelming number of figures clad in suit and tie, sunglasses and coat present social commentary on contemporary life. The mob-like majority provide anonymity while the dark colours exude a grim mood.

Belajar Untuk Pergi can be interpreted in a similar vein with hands desperately reaching out from red water — perhaps a cry for help, to save them from drowning in their own lives.



11

11. ANNE SAMAT

b. Malacca, 1973

PINK WEAVE

2000

21cm x 13cm

Mixed weave

Signed, bottom right

PROVENANCE

Private collection, Selangor

RM1,500 — RM3,500

12. ANNE SAMAT

b. Malacca, 1973

BLUE WEAVE

2003

51cm x 31cm

Mixed weave

Signed, bottom right

PROVENANCE

Private collection, Selangor

RM3,500 — RM7,500

12



Anne Samat is described as a fibre textile artist. She is known for combining traditional Malaysian woven techniques with contemporary aesthetics. Her works have been said to address issues of identity and nationhood by pushing back the boundaries of weaving techniques infused with everyday materials, such as plastic toys, zippers, neon-coloured chains, clothing pegs and many others.

Anne Samat graduated from Universiti Teknologi MARA in 1995. She holds a Bachelor's in Art and Design degree with a major in weaving and minor in print and resist. She has exhibited extensively in Malaysia and abroad, including Singapore, the UK, Hong Kong and Switzerland. She took part in her first triennial in Yokohama, Japan, in 2017.



13

13. LEE LONG LOOI

b. Kedah, 1942

WOMAN FARMER

c.1970s

34cm x 15cm

Batik on cotton

Signed, top right

PROVENANCE

Private collection, Kuala Lumpur

RM2,500 — RM4,000

14. TAY MO LEONG, DATUK

b. Penang, 1938

KAMPUNG SCENE

c.2000s

88cm x 58cm

Batik on cotton

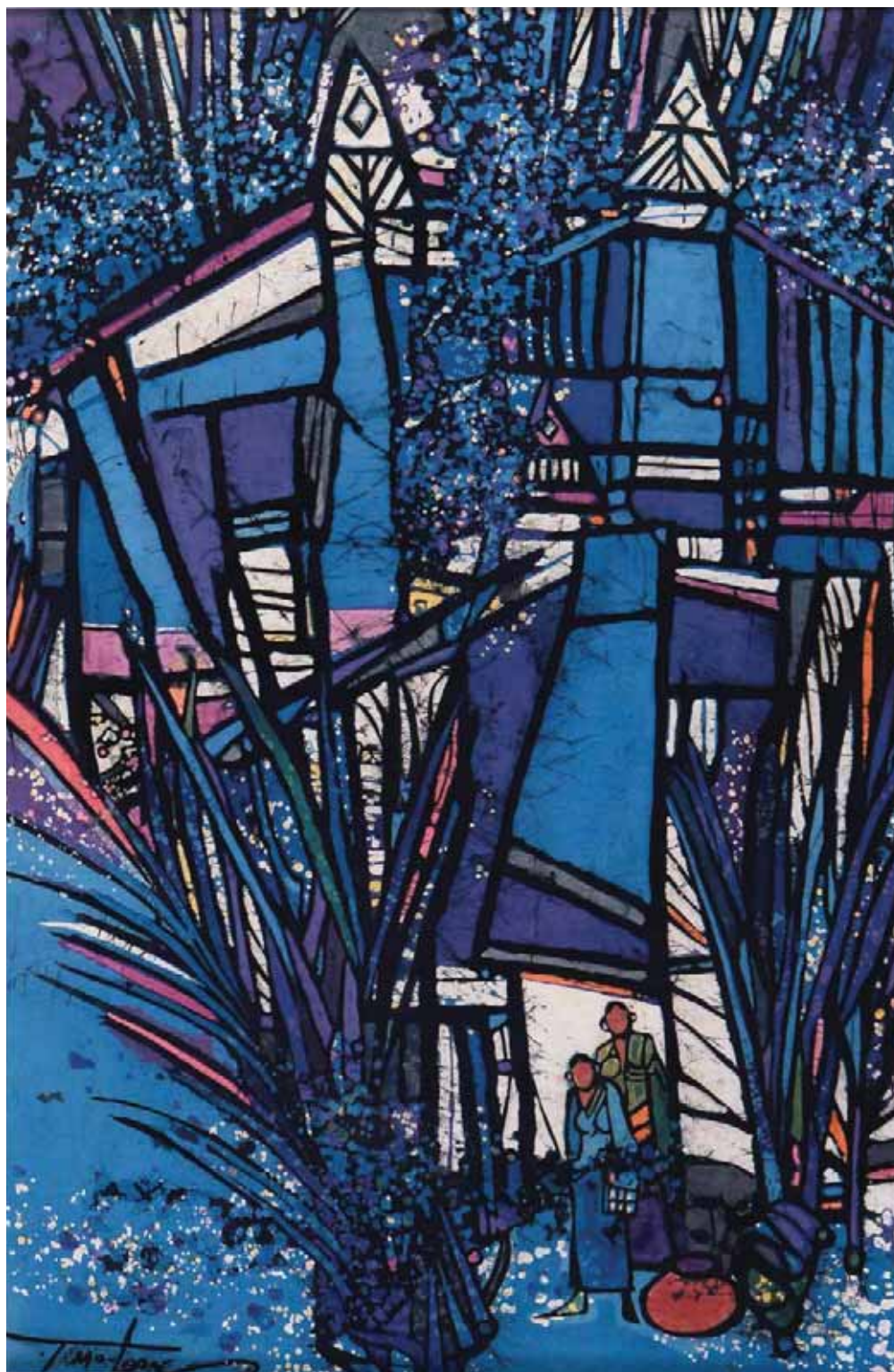
Signed, bottom left

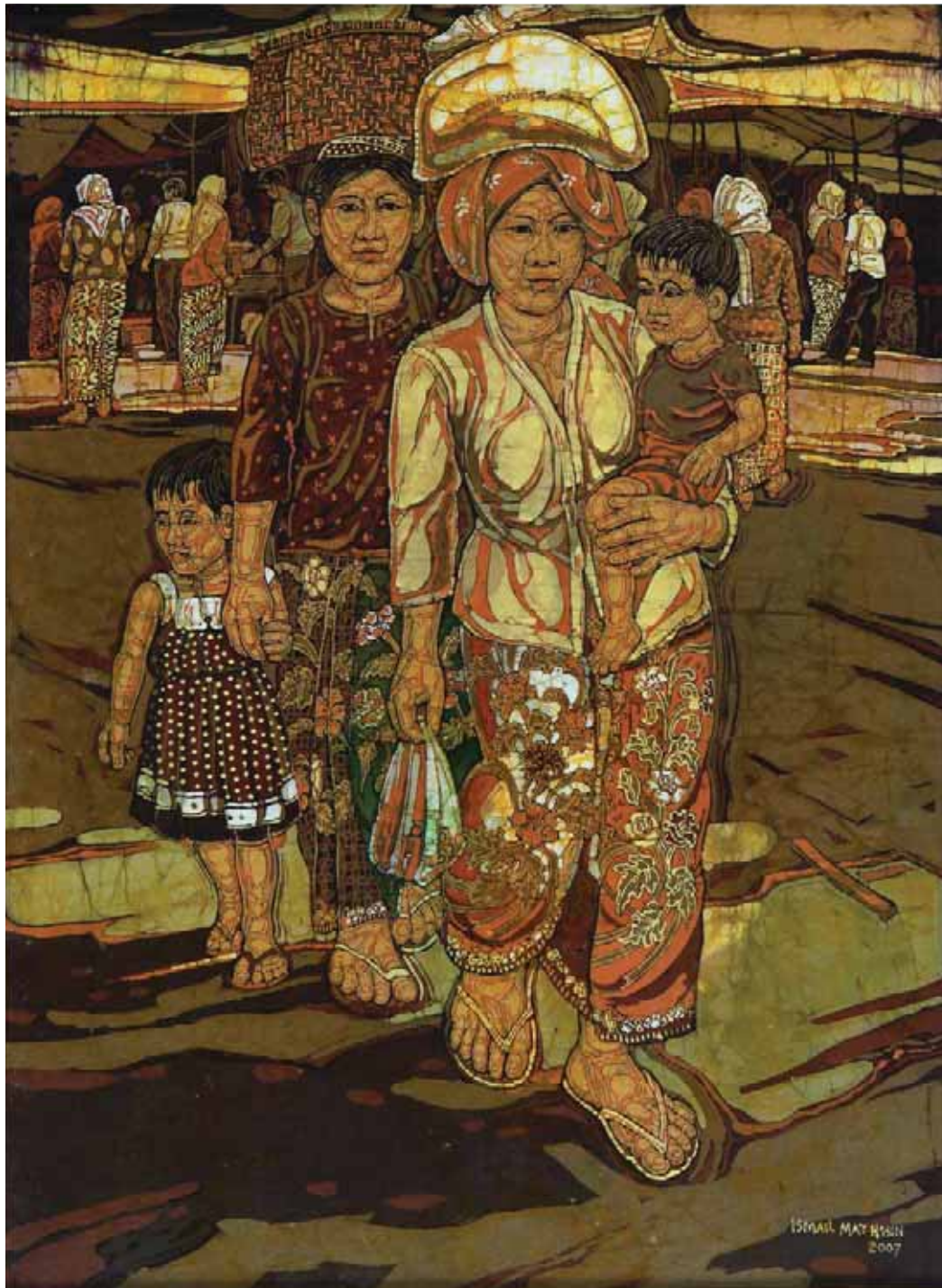
PROVENANCE

Private collection, Kuala Lumpur

RM18,000 — RM20,000

14





15. ISMAIL MAT HUSSIN

b. Kelantan, 1938 – 2015

DI TEPI PASAR, PASAR SITI KHADIJAH

2007

90cm x 66cm

Batik on cotton

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM22,000 — RM35,000

works
on

paper

nature & landscape



16. M. ZAIN

b. Terengganu, 1939 – 2000

VILLAGE BY THE RIVER

1998

37cm x 55cm

Watercolour

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM1,800 — RM3,000

17. JOHARI ALIAS

b. Perak, 1964

TROPIKA

1993

52cm x 72.5cm

Watercolour on paper

Signed, bottom right

PROVENANCE

Private collection, Selangor

RM2,300 — RM3,000





19

18. KHALIL IBRAHIM*b. Kelantan, 1934 – 2018***KAMPUNG SCENE**

1992

38cm x 56cm

Watercolour on paper

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM15,000 — RM18,000**19. CHOO BENG TEONG***b. Penang, 1966***BLUE PITTA**

2015

34cm x 26cm

Watercolour on paper

Signed, bottom left

PROVENANCE

Private Collection, Penang

RM8,000 — RM10,000



20. CHOH KIAT SIONG

b. Kedah, 1968

出入平安

(PEACE WHEREVER YOU GO)

1995

55cm x 37cm

Watercolour on paper

Signed, bottom left

PROVENANCE

Private collection, Kuala Lumpur

RM1,000 — RM2,000



21. ALEX LEONG

b. Penang, 1969

GEREJA ROAD, CHRIST CHURCH,
MELAKA

2005

28cm x 38cm

Watercolour on paper

Signed, bottom right

PROVENANCE

Private collection, Penang

RM2,000 — RM3,000

22. ALEX LEONG

b. Penang, 1969

PRANGIN ROAD, MARKET BACK
LANE, PENANG

2005

28cm x 38cm

Watercolour on paper

Signed, bottom right

PROVENANCE

Private collection, Penang

RM2,000 — RM3,000



23

23. TAN CHOON GHEE

b. Perak, 1930 – 2010

KAMPUNG SCENE

1962

63cm x 35cm

Chinese ink on paper

Signed, top right

PROVENANCE

Private collection, Kuala Lumpur

RM4,500 — RM8,000

24. TAN CHOON GHEE

b. Perak, 1930 – 2010

FRUIT STALL

1981

38cm x 46cm

Ink on paper

Signed, bottom right

PROVENANCE

Private collection, Selangor

RM8,000 — RM10,000



24

25



26



25. TAN CHOON GHEE

b. Perak, 1930 – 2010

PENANG, JELUTONG

1970

23cm x 35cm

Watercolour on paper

Signed, bottom left

PROVENANCE

Private collection, Penang

RM8,000 — RM10,000

26. CHOONG KAM KOW

b. 1934, Perak

VILLAGE SCENE

1965

46cm x 61cm

Indian ink on paper

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM3,000 — RM6,000

works
on paper
abstract



27

27. YUSOF GHANI

b. Johor, 1950

TOPENG SERIES-SUKU

1996

42cm x 30cm

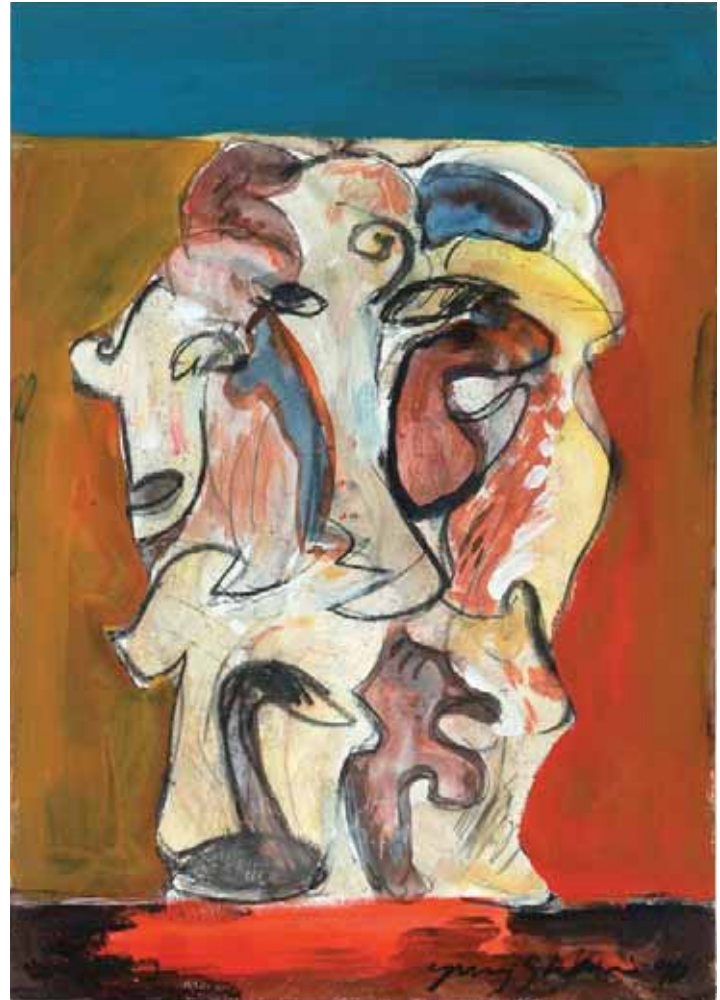
Watercolour on paper

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM3,500 – RM5,000



28

28. YUSOF GHANI

b. Johor, 1950

TOPENG SERIES-BANJAR

1996

42cm x 30cm

Watercolour and charcoal on paper

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM3,500 – RM5,000



29. SUZLEE IBRAHIM

b. Terengganu, 1967

SKETCH FOR KGC NO.6

2011

56cm x 40cm

Mixed media on paper

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

Conservation framing by PINKGUY

RM2,000 — RM3,000

30. JALAINI ABU HASSAN

b. Selangor, 1963

CAMERON HIGHLAND

1999

56cm x 75cm

Mixed media on paper

Signed, bottom left

PROVENANCE

Private collection, Kuala Lumpur

RM18,000 — RM25,000





31. JALAINI ABU HASSAN

b. Selangor, 1963

FAN SHELL

1996

145cm x 107cm

Mixed media on paper

Unsigned

PROVENANCE

Private collection, Kuala Lumpur

EXHIBITED

Lifeform, Gallerie TAKSU, Kuala Lumpur,
1996

RM20,000 — RM30,000

Popularly known as Jai in the local art circles, the artist graduated with a Bachelor's in Fine Art degree from Universiti Teknologi MARA in 1985. He was then offered a scholarship to further his studies at the Slade School of Fine Art in London where he obtained his first Master's in Fine Art in 1988. Later in 1994, Jai graduated with his second Master's in Fine Art from the Pratt Institute of New York, also on a scholarship.

This lot is a rendering of a fanshell, a type of clam that is native to the US. This work was done during the artist's time in New York in the 1990s. The large gestural strokes on the shell and in the background give the work a strong moving energy in contrast with the stillness of the clam.

works
on paper
figurative



32. AMRON OMAR

b. Kedah, 1957

PERTARUNGAN

2012

78.5cm x 55cm

Oil pastel on paper

Signed, top right

PROVENANCE

Private collection, Selangor

RM35,000 — RM45,000

EXHIBITED

Pertarungan Amron Omar,

National Art Gallery, Kuala Lumpur, 2012

Amron Omar's signature illustration of silat fighters from a top-down view is no stranger to the market. The above lot was exhibited in a retrospective that shared the same title. The exhibition saw over 150 works and some 600 tissue sketches selected from the artist's *Pertarungan* series.

The exhibition was officiated by former finance minister of Malaysia Tun Daim Zainuddin. The launch also saw silat performances in front of the gallery, showcasing the unique Malay martial arts and translating the battles in Amron's works.



33. AMRON OMAR

b. Kedah, 1957

PERTARUNGAN

2012

74cm x 53cm

Charcoal on paper

Signed, top right

PROVENANCE

Private collection, Selangor

RM19,000 — RM25,000

34



34. RAJA SHAHRIMAN

b. Perak, 1967

API, BAYANGAN & KEMENYAN 5

c. 1990s

86cm x 44cm x 33cm

Found Metal

Unsigned

PROVENANCE

Private collection, Kuala Lumpur

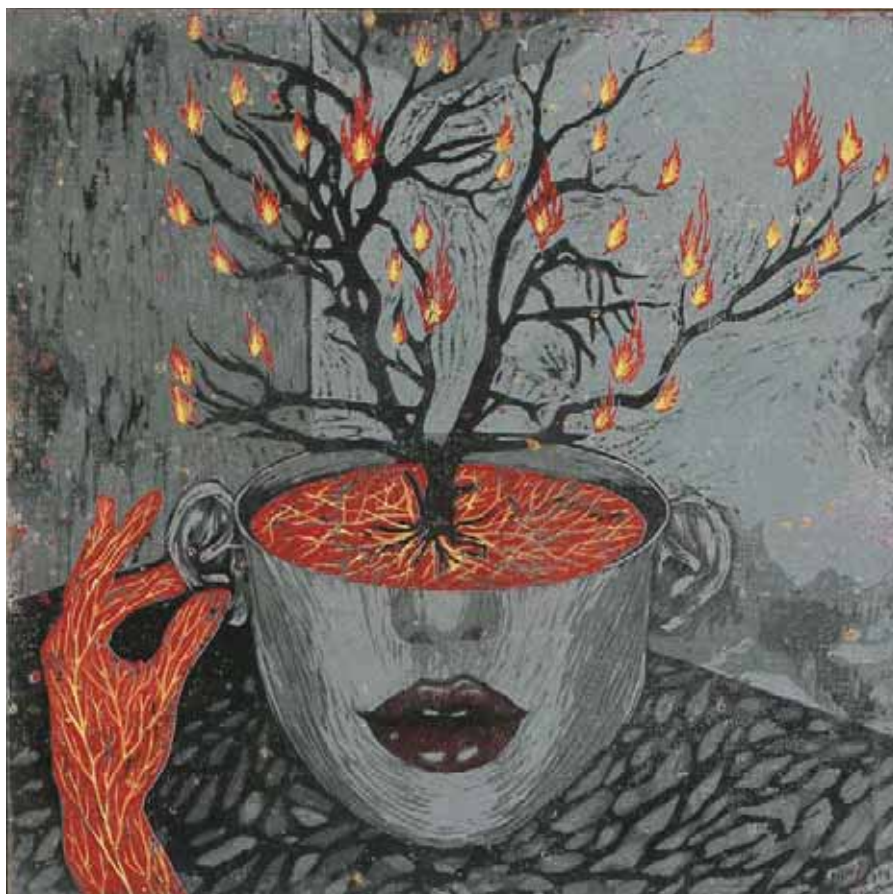
EXHIBITED

*Api, Bayangan & Kemenyan, Galeri Pelita
Hati, Kuala Lumpur, 1998; illustrated in
exhibition catalogue.*

RM18,000 — RM20,000

works

contemporary



35. SABIHIS MD PANDI

b. Pahang, 1988

BUNGA API

2015

61cm x 61cm

Woodprint on canvas

Signed, bottom right

PROVENANCE

Private collection, Selangor

RM2,500 — RM3,500

35

36. ONG XING RU

b. Kuala Lumpur, 1986

UNTITLED

2015

86cm x 60cm

Acrylic on canvas

Signed, bottom right

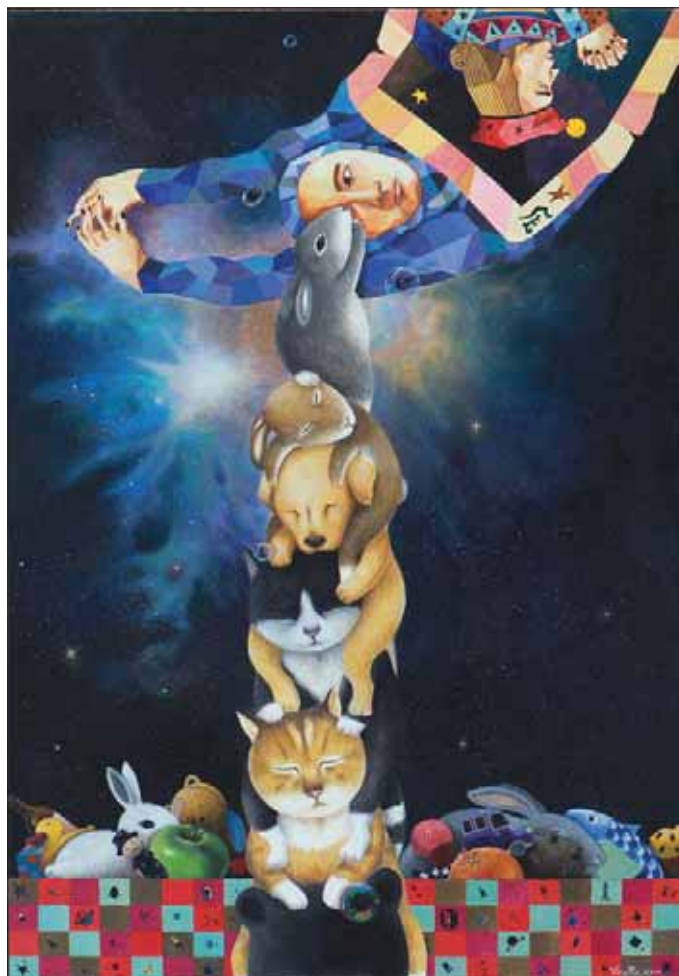
PROVENANCE

Private collection, Kuala Lumpur

Conservation framing by PINKGUY

RM2,800 — RM5,000

Up-and-coming Malaysian artist Ong Xing Ru was one of the five winners of the Malaysia Emerging Artist Award 2013. She held her first solo exhibition entitled *Dreamworld* at Galeri Chandan, Kuala Lumpur, in 2016. From her paintings, it is apparent the artist has an affinity for animals and the surreal.



36



37

37. RAJA SHAHRIMAN

b. Perak, 1967

MAKHLUK

1987

100cm x 76cm

Oil on canvas

Signed, bottom left

PROVENANCE

Private collection, Kuala Lumpur

RM3,000 — RM5,000

38. ISMAIL AWI

b. Terengganu, 1987

THE OUTLAW TORN

2016

122cm x 92cm

Oil and acrylic on canvas

Signed, bottom right

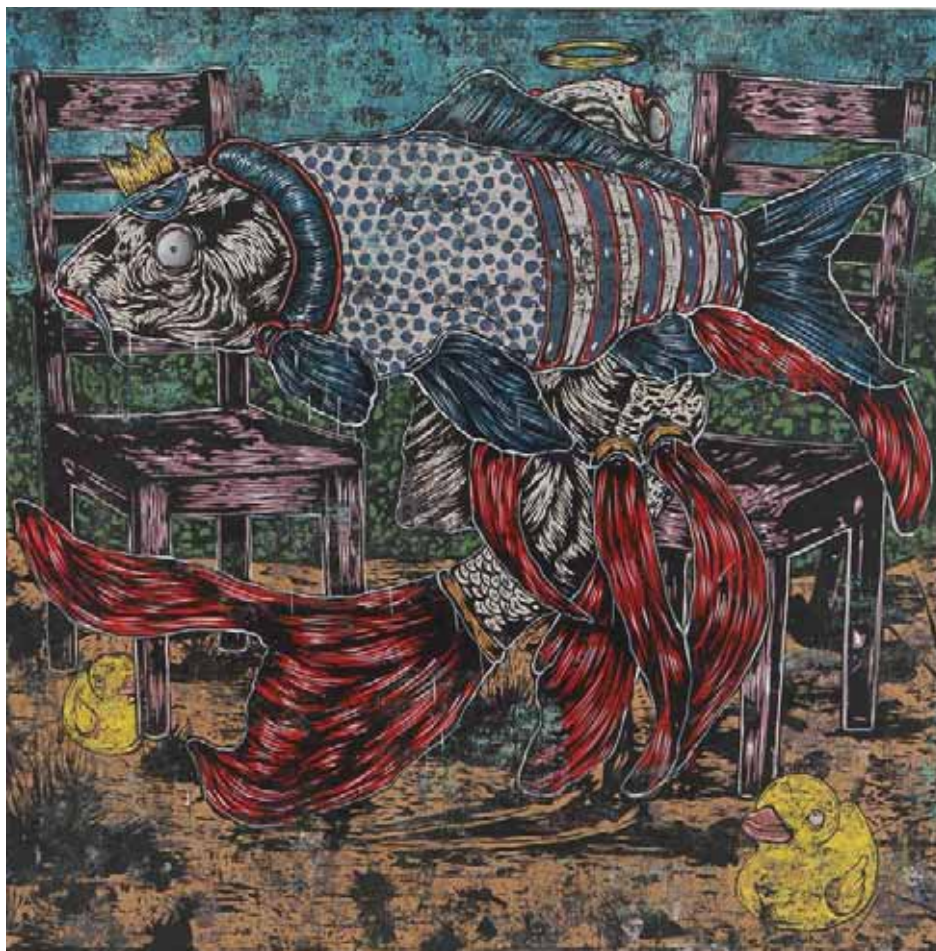
PROVENANCE

Private collection, Selangor

RM3,000 — RM6,000

38





39

39. SHAFIQ NORDIN

b. Negeri Sembilan, 1989

THE BEGINNING

2016

122cm x 122cm

Acrylic on canvas

Signed, bottom right

PROVENANCE

Private collection, Selangor

RM3,500 — RM8,500



40. NAJIB AHMAD BAMADHAJ

b. Johor, 1987

THE GREATEST LOVE

2013

92cm x 92cm

Mixed media on jute

Signed, bottom left

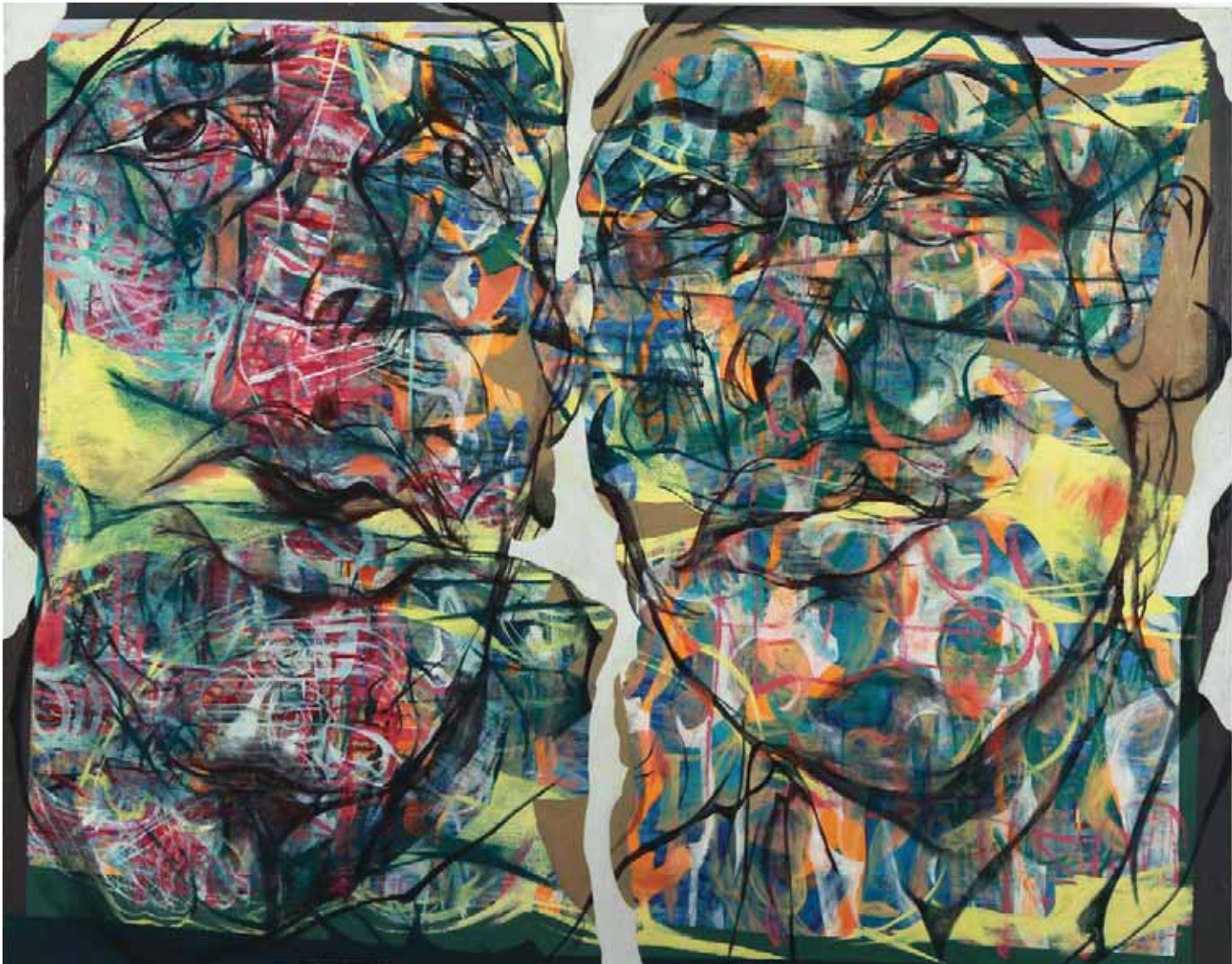
PROVENANCE

Private collection, Kuala Lumpur

RM4,500 — RM6,000

40

41. YUSRI SULAIMAN*b. Perak, 1977***COCKEREL***c.2000**122cm x 122cm**Oil on canvas**Signed bottom right***PROVENANCE***Private collection, Selangor***RM6,000 — RM10,000****42. FAUZUL YUSRI***b. Kedah, 1974***GIRL***2012**107cm x 107cm**Acrylic and mixed media on canvas**Signed, bottom left***PROVENANCE***Private collection, Selangor**Accompanied by certificate from artist***RM5,500 — RM8,500**



43. YAU BEE LING

b. Selangor, 1972

INSIGNIFICANT

2008

122cm x 153cm

Oil on canvas

Signed, back of the painting

PROVENANCE

Private collection, Kuala Lumpur

EXHIBITED

Portraits of Paradox, Wei-Ling Gallery,
Kuala Lumpur, 2008

RM7,000 — RM10,000

Yau's earlier works were identified through their vibrancy, expressiveness and family issues as subject matter.

The paintings in her first solo exhibition were seen as a new level of maturity in the way she approached her works, which came about due to changes experienced on a personal level. In 2006, Yau had her first child and had to learn to juggle between being an artist, a wife and a mother.

Portraits of Paradox centred on the artist's struggle with the superficiality of human relationships and communication, where sincerity and honesty were non-existent values. The figures appear to be at ease with one another, although the complex layers are said to reveal unresolved issues, deceit and jealousy. The paradox here is with Yau attempting to break away from this hypocritical grouping and realising that she is alone, yet when present in it, she feels bound and claustrophobic.



44. HAMIR SOIB @ MOHAMED

b. Johor, 1969

KAMBING HITAM

2009

198cm x 300cm

Bitumen, oil and acrylic on canvas

Signed, bottom right

PROVENANCE

Private collection, Selangor

RM80,000 — RM150,000

Hamir Soib@Mohamed is noted as one of the founding members of the Matahati collective and has been active on the local art scene since the 1990s. Hamir has also made a name for himself by painting on large canvases. This is due to a job he held as a set designer for theatre and film, where he often painted backdrops on stage.

Kambing Hitam (Black Sheep) is a prime example of this; what is visible up close are only large blotches of bitumen that stain the canvas heavily. Viewed from afar, a trio of goats is painted against what resembles a mountainous landscape—similar to that of a Chinese ink painting.

Throughout his career, Hamir has exhibited widely, having held solos and taken part in group exhibitions. A solo in 2017 of smaller works, aptly titled *Small Work*, was held at the Segaris Art Centre in Publika. Hamir currently lives and works in Selangor where he has set up his own studio, Gudang.



45. ISMAIL LATIFF

b. Malacca, 1955

**FESTIVAL OF INNER JUNGLE,
WHITE TERRITORY NO.6**

1999

88cm x 138cm

Acrylic on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM11,500 — RM14,000

46



46. RAFIEE GHANI

b. Kedah, 1962

SUNLIT RIVER

1998

59cm x 67cm

Mixed media on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM10,000 — RM15,000

47



47. RAFIEE GHANI

b. Kedah, 1962

THE RED POOL

2015

91cm x 91cm

Oil on canvas

Signed, bottom center

PROVENANCE

Private collection, Kuala Lumpur

RM15,000 — RM25,000



48. ZULKIFLI YUSOFF

b. Kedah, 1962

MALAYA SERIES-HARIMAU MALAYA VI

2009

123cm x 91cm

Acrylic on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM18,000 — RM26,000



49. ZULKIFLI YUSOFF

b. Kedah, 1962

JELINGAN V

2009

178cm x 117cm

Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM25,000 — RM35,000

49

Jelingan V is part of a series known as the *Early Malay Sketches Series* spanning 2007 to 2009. The works in the series are said to be Zulkifli Yusoff's illustration of short stories written about Malaya by the first Resident General of the Federated Malay States — Sir Frank Swettenham (*Malay Sketches* — 1895).

Zulkifli won the Major Award in the Young Contemporary Artists competition in 1988 and 1989. In 1992, he landed the Grand Minister's Prize in Salon Malaysia. For a time, he had concentrated on a more educational role at Universiti Pendidikan Sultan Idris in Tanjung Malim, Perak. His credentials as an educator and artist's accomplishments won him the National Academy Award (Visual Art) in 2007.

Zulkifli obtained his Diploma in Art and Design at Universiti Teknologi MARA in 1989, and then studied at the Manchester Polytechnic in England for his Master's in 1991. He was selected for the 1997 Venice Biennale under the theme "Modernities and Memories: Recent Works from the Islamic World Venice Biennale", he also took part in the first Asia-Pacific Triennial of Art in Brisbane in 1993, and the 2013 Singapore Biennale.



50

50. JOLLY KOH

b. Singapore, 1941

A TOUCH OF YELLOW

1996

71cm x 59cm

Mixed media on canvas

Signed, bottom left

PROVENANCE

Private collection, Selangor

RM26,000 — RM48,000

Regarded as one of the early modernists on the Malaysian art scene, Jolly Koh was born in 1941 in Singapore to Straits Chinese parents. Growing up, he lived in his family's ancestral home in the Old Quarter of Melaka. Later on, he was sent to boarding school in England where he enrolled at the Hornsey College of Art in London.

Koh moved to the US to complete his postgraduate studies and later obtained his PhD. He returned to Malaysia briefly in the 1960s to teach but later moved to Australia. After living there for 24 years, he returned to Malaysia 18 years ago.

Koh's works can be found in the collections of local and international institutions, corporations and business entities, including the J.D. Rockefeller III Collection (New York), the National Art Gallery (Victoria, Australia), the Fullerton Hotel (Singapore), the Bank Negara Malaysia Museum and Art Gallery and the National Art Gallery in Kuala Lumpur.

In 2017, Koh published a monograph entitled *Jolly Koh@76*, featuring over 200 of his artworks since the 1960s.



Focusing on the abstract, Datuk Tajuddin Ismail has an uncanny and vivid vision of people and places that gives his paintings an arresting quality. He paints metaphors and his varied palette attracts and pleases one's artistic sensibility. Skilfully combining winning colour schemes and shapes, his painted canvases seem to blend those elements naturally yet conjure up a visual narrative that is unique to each viewer.

Tajuddin's recent solo exhibition entitled *Ambiguity* at the Segaris Art Centre saw the artist completely step away from his signature abstract expressive compositions. The works were rendered in acrylic and oil on wood panels that were cut into geometric shapes. For those looking for something closer to Tajuddin's roots, *Blue Windrift* will make an excellent choice.

After graduating from Universiti Teknologi MARA, Tajuddin studied graphic design at the Art Center College of Design in Los Angeles, the US, in 1974. He then pursued his post-graduate studies in interior architecture at Pratt Institute of New York between 1979 and 1981. In 1987, Tajuddin received a Fulbright Research Fellowship for the American Council of Learned Societies of New York.

The winner of numerous art and design awards nationally, Tajuddin has participated in over 150 group and solo exhibitions in Asia, Europe, the US and Latin America while his works are part of many prestigious private and corporate collections in Asia, Europe, the US and the Middle East.

51. TAJUDDIN ISMAIL, DATUK

b. Negeri Sembilan, 1949

BLUE WINDRIFT

2001

168cm x 168cm

Acrylic on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM29,000 — RM45,000



52. KHOO SUI HOE

b. Kedah, 1939

LAKE MERAH

2002

120cm x 99cm

Oil on canvas

Signed, bottom left

Provenance

Private collection, Selangor

EXHIBITED

The Painted World of Khoo Sui Hoe,

Penang State Museum & Art Gallery,

Pulau Pinang, 2001;

illustrated in exhibition catalogue

on page 268

RM35,000 — RM50,000

Lake Merah sees a structure resembling an arch stationed in a red lake. The sky and water are tinted with a reddish brown hue, almost merging together at the horizon only to be separated by a wide hill. This work was exhibited in Khoo Sui Hoe's first retrospective.

Khoo had immediately went full time into art after completing his studies in 1961 at the Nanyang Academy of Fine Art, Singapore. He was awarded the John D. Rockefeller III Fund grant to study at the Pratt Graphic Centre in New York. A continuation of Khoo's retrospective was held at Wisma Kebudayaan SGM and the National Art Gallery titled *The Painted World of Khoo Sui Hoe II*. Both exhibitions were held in Kuala Lumpur in 2017.



The lot above is a recent work by the veteran abstract painter, which features her signature technique of layered colours. The overall bright colour scheme goes in tandem with the artwork's title, *Celebration 18B*.

Datuk Sharifah Fatimah Syed Zubir graduated with a Diploma in Fine Arts and received the Best Student Award at Universiti Teknologi MARA in 1971. She later received a Bachelor of Fine Arts with first class honours from Reading University in England and a Master of Fine Arts from Pratt Institute, New York, in 1976 and 1978 respectively.

Regarded as an important modernist artist in Malaysia, Sharifah's highly recognisable abstract works are widely collected by institutions within and outside the country, such as the National Visual Arts Gallery in Kuala Lumpur, the Museum of Modern Art in New York and the Singapore Art Museum. She was also the curator of the National Art Gallery from 1982 to 1989.

Over the years, Sharifah has participated in many solo and group exhibitions, which culminated in a retrospective show organised by the National Visual Arts Gallery in 2013 entitled *Pancawarna Selected Works 1990–2012*.

**53. SHARIFAH FATIMAH
SYED ZUBIR, DATUK**

b. Kedah, 1948

CELEBRATION 18B

2018

138cm x 121cm

Acrylic on canvas

Signed, back of the painting

PROVENANCE

Private collection, Kuala Lumpur

RM65,000 — RM75,000

54. YUSOF GHANI

b. Johor, 1950

ASSEMBLY 1 – WAJAH SERIES

2007

182cm x 182cm

Acrylic on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

EXHIBITED

Wajah — Yusof Ghani, Galeri Nasional

Indonesia, Indonesia, 2010;

illustrated in exhibition catalogue

on page 56

RM115,000 — RM150,000

Aptly entitled *Wajah*, the paintings in this series — which began in 2006 — feature a multitude of faces, unidentifiable and blended together by the gestural strokes of paint. The eyes of said faces are left out with only the noses and mouths recognisable and giving the faces anonymity.

A compilation of works from this series was shown at Galeri Nasional Indonesia in 2010. In the catalogue, gallery curator Rizki A Zaelani describes the paintings as "... not showing a drawing of someone's face, [but perhaps] multiple faces, belonging to a group, a community, or even humanity itself".







55

55. AWANG DAMIT AHMAD

b. Sabah, 1956

PAYARAMA BARU

"SKETSA... IKON SEMUDRA"

2016

61cm x 61cm

Mixed media on canvas

Signed, back of the painting

PROVENANCE

Private collection, Kuala Lumpur

RM19,000 — RM26,000



56

56. AWANG DAMIT AHMAD

b. Sabah, 1956

PAYARAMA KERIKIL DARI LAUT

2013

92cm x 92cm

Mixed media on canvas

Signed, back of the painting

PROVENANCE

Private collection, Selangor

RM45,000 — RM60,000

57



57. SHAFURDIN HABIB

b. Perak, 1961

**BERBASIKAL KE SEKOLAH
(CYCLING TO SCHOOL)**

2003

46cm x 61cm

Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Selangor

RM1,000 — RM1,800

58. KHALIL IBRAHIM

b. Kelantan, 1934 – 2018

FISHERMAN SERIES

2000

18cm x 30cm

Oil on board

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM5,000 — RM8,000



58



59

59. KHOO SUI HOE

b. Kedah, 1939

TWO BY THE SEA

1981

76cm x 88cm

Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Selangor

RM22,000 — RM30,000



60. FAUZUL YUSRI

b. Kedah, 1974

TEROKA BERUPA

2014

140cm x 140cm

Acrylic on canvas

Signed, bottom right

PROVENANCE

Private collection, Selangor

RM5,000 — RM8,000

61. FAUZUL YUSRI

b. Kedah, 1974

PENGKALAN

2015

152cm x 213cm

Oil on canvas

Signed, bottom left

PROVENANCE

Private collection, Selangor

RM10,000 — RM15,000





Jeri Azhari is often regarded as the Father of Pop Art in Malaysia. His works include a combination of collages, assemblages as objects and paintings. At the height of his career, Jeri was preparing for an exhibition at the National Art Gallery. Tragedy struck when he fell ill and slipped into a coma. He died just three months short of his 51st birthday. It is widely believed that Jeri had caught something in Dacca, where he had represented Malaysia with three other artists in the 12th Bangladesh Biennale.

Jeri studied in Universiti Teknologi MARA from 1973 to 1974 but dropped out. He worked as a graphic artist at Dewan Bahasa dan Pustaka for two years before moving on to the New Straits Times group of companies. He quit in 1987 to become a full-time artist.

Among his solo exhibitions are *Pop Art* (ParkRoyal Hotel, Kuala Lumpur, 1996), *Pop Goes the Culture* (Galeri Maybank, Kuala Lumpur, 1997), *Celebration* (Regent Hotel, Kuala Lumpur, 1998), *Relations* (Galeri Petronas, Kuala Lumpur, 2001) and *Revolution* (Balai Berita, 2004). Jeri's works have only appeared twice in auction so far, the first at Christie's Hong Kong in 2014 and at a local auction house in 2017.

62. JERI AZAHARI

b. Perak, 1955 – 2006

WELCOME TO BOLEH-LAND

2001

59cm x 72cm

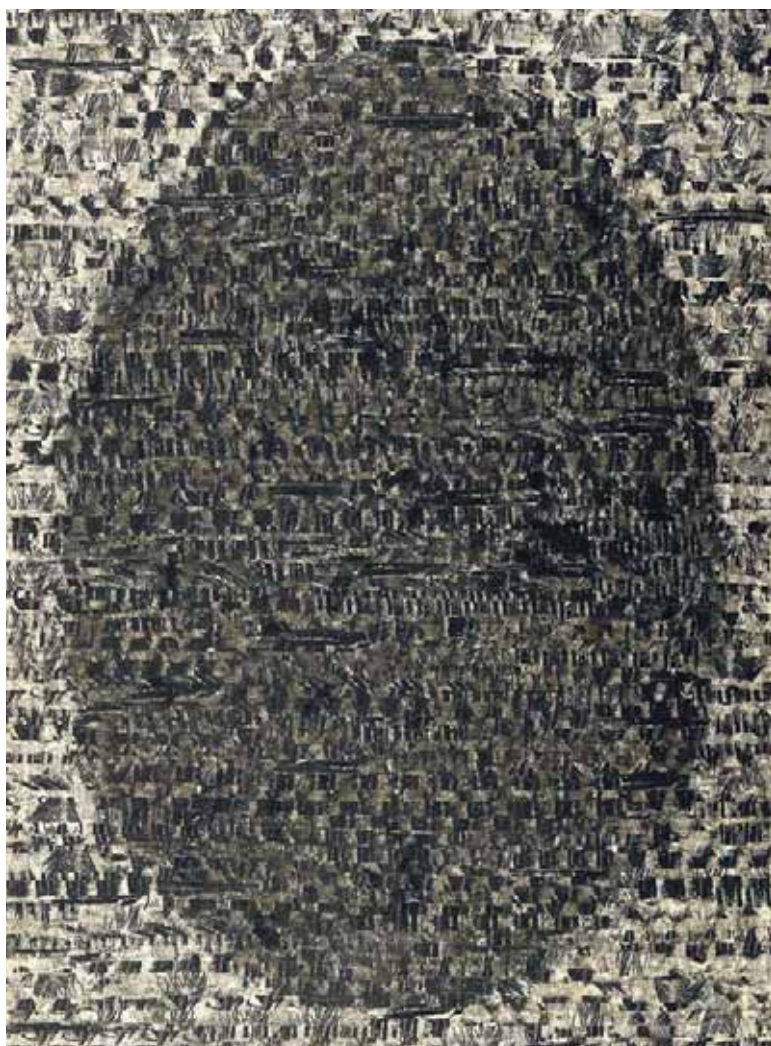
Mixed media on board

Signed, bottom right

PROVENANCE

Private collection, Selangor

RM7,000 — RM10,000



63



64

63. AHMAD SHUKRI MOHAMED

b. Kelantan, 1969

PROGENY 3

2001

176cm x 130cm

Mixed Media on Canvas

Signed, back of the painting

PROVENANCE

Private collection, Kuala Lumpur

EXHIBITED

Ahmad Shukri, Art Salon, Kuala Lumpur, 2001

RM18,000 — RM30,000

64. AHMAD SHUKRI MOHAMED

b. Kelantan, 1969

PROGENY 4

2001

176cm x 130cm

Mixed Media on Canvas

Signed, back of the painting

PROVENANCE

Private collection, Kuala Lumpur

EXHIBITED

Ahmad Shukri, Art Salon, Kuala Lumpur, 2001

RM18,000 — RM30,000

Ahmad Shukri Mohamed is well known for his combined style of paintings and collage. His motifs include stencilled text, human figures and animals.

This series of works — known as the precursor to his *Incubator* series — is seen as a response to the artist's local environment, where pageants for the chicken breed known as Serama were held frequently. The breed was seen as a symbol of beauty, and it is said that those with the right characteristics could fetch upwards of RM40,000 each back in the 1990s. A valuable feature of the Serama that buyers tended to look for was a vertically protruding chest that resembled the shape of a heart.

Ahmad Shukri obtained a Bachelor in Fine Arts from Universiti Teknologi MARA in 1992. He is noted as one of the co-founders of the Matahati art cooperative.

65. AHMAD SHUKRI MOHAMED*b. Kelantan, 1969***BARCODE SERIES: WHITE HAZE**

1998

171.5cm x 171.5cm

Mixed media on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM28,000 — RM45,000





Although Wong Perng Fey has built a reputation for himself as an abstract artist, he has also dabbled in traditional landscape and portraiture. His abstract works are filled with heavy gestures and strokes with multiple layers of colours that often represent his emotions. Based on the year of creation and stylistic similarities, it is possible that the lot above belongs to a series known as *Grassland*.

Wong graduated with a Diploma in Fine Arts from the Malaysian Institute of Art under the school's scholarship programme in 1998. He was awarded the Artist Residency in Rim-bun Dahan in Selangor in 2002. His works can be found in public collections such as the National Art Gallery, Malaysia, Bank Negara Malaysia Museum Art Gallery and Galeri Petronas.

Wong has been living and working in Beijing, China, for the last seven years. A solo exhibition entitled *Impetus* at Richard Koh Fine Art, Kuala Lumpur, in 2018 detailed the dramatic eviction of artists, including Wong, from the now demolished Heiqiao art district.



66. WONG PERNG FEY

b. Kuala Lumpur, 1974

GRASSLAND SERIES

1999

152cm x 193cm each, diptych

Oil on canvas

Signed, back of the painting

PROVENANCE

Private collection, Penang

RM30,000 — RM50,000

canvas works

landscape



67. ZAINAL ABIDIN MUSA

b. Perak, 1960

VIEW OF A LIGHTHOUSE

2009

155cm x 117cm

Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Selangor

EXHIBITED

HORIZON 2014: A Malaysian Landscape Exhibition, Artelier Gallery, Kuala Lumpur, 2014

RM9,000 — RM14,000

68. JOHAN MARJONID

b. Johor, 1968

JERAI-JERAI LEMBAH BELUM

2006

46cm x 142cm

Acrylic on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM7,000 — RM10,000

67



68

canvas
works

nanyang-themed
works



69

69. TEW NAI TONG

b. Selangor, 1936 – 2013

NUDE FEMALE

Undated

24cm x 24cm

Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

Conservation framing by PINKGUY

RM1,000 — RM1,500

70. TEW NAI TONG

b. Selangor, 1936 – 2013

FEMALE PORTRAIT

c.2000s

46cm x 33cm

Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

Conservation framing by PINKGUY

RM10,000 — RM15,000

71. TEW NAI TONG

b. Selangor, 1936 – 2013

SLEEPING BEAUTY

Undated

50cm x 40cm

Oil on Canvas

Signed, bottom left

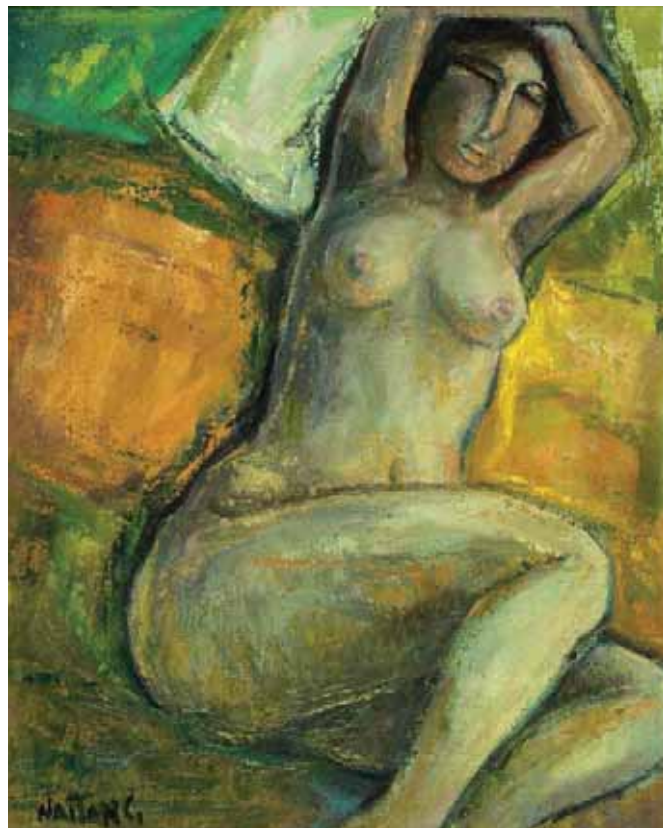
PROVENANCE

Private collection, Kuala Lumpur

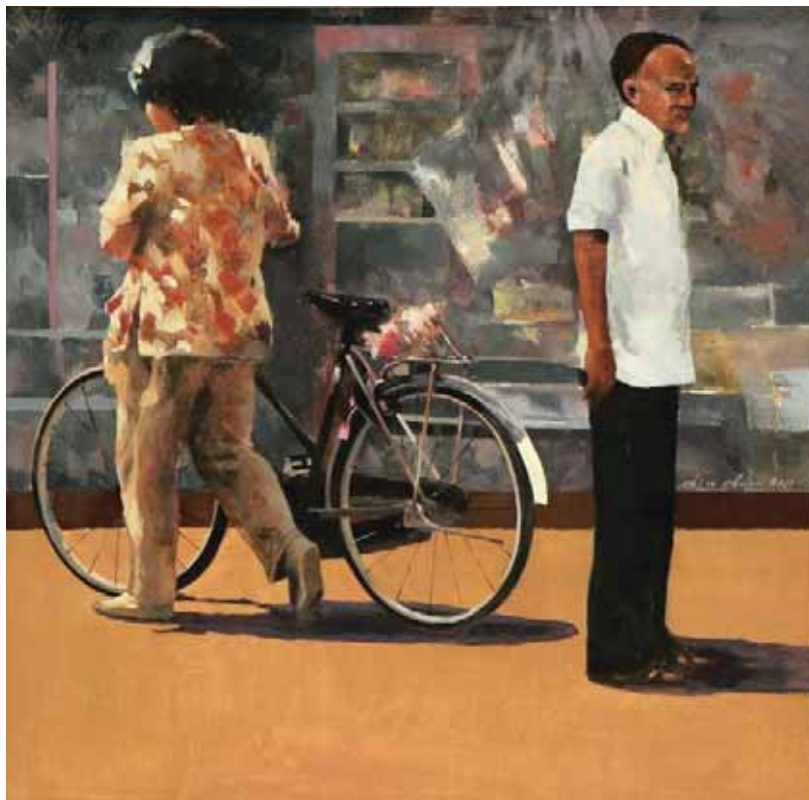
RM3,000 — RM5,000



70



71



72

72. CHOW CHIN CHUAN

b. Selangor, 1961

PASS BY

2011

61cm x 61cm

Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

EXHIBITED

RunWay, PINKGUY, Kuala Lumpur, 2011;

illustrated in exhibitor catalogue

Conservation framing by PINKGUY

RM3,000 — RM5,000

73. LEE WENG FATT

b. Kuala Lumpur, 1967

UNTITLED

2008

122cm x 51cm

Oil on canvas

Signed, bottom left

PROVENANCE

Private collection, Kuala Lumpur

RM5,000 — RM8,000

74. LOO HOOI NAM

b. Kedah, 1965

SEONG MOUNTAIN (CHINA)

2004

60cm x 80cm

Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Penang

RM5,300 — RM6,000

75. LUI CHENG THAK

b. Negeri Sembilan, 1967

JLN PETALING, K.L.

1993

45cm x 54cm

Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

Conservation framing by PINKGUY

RM10,000 — RM15,000



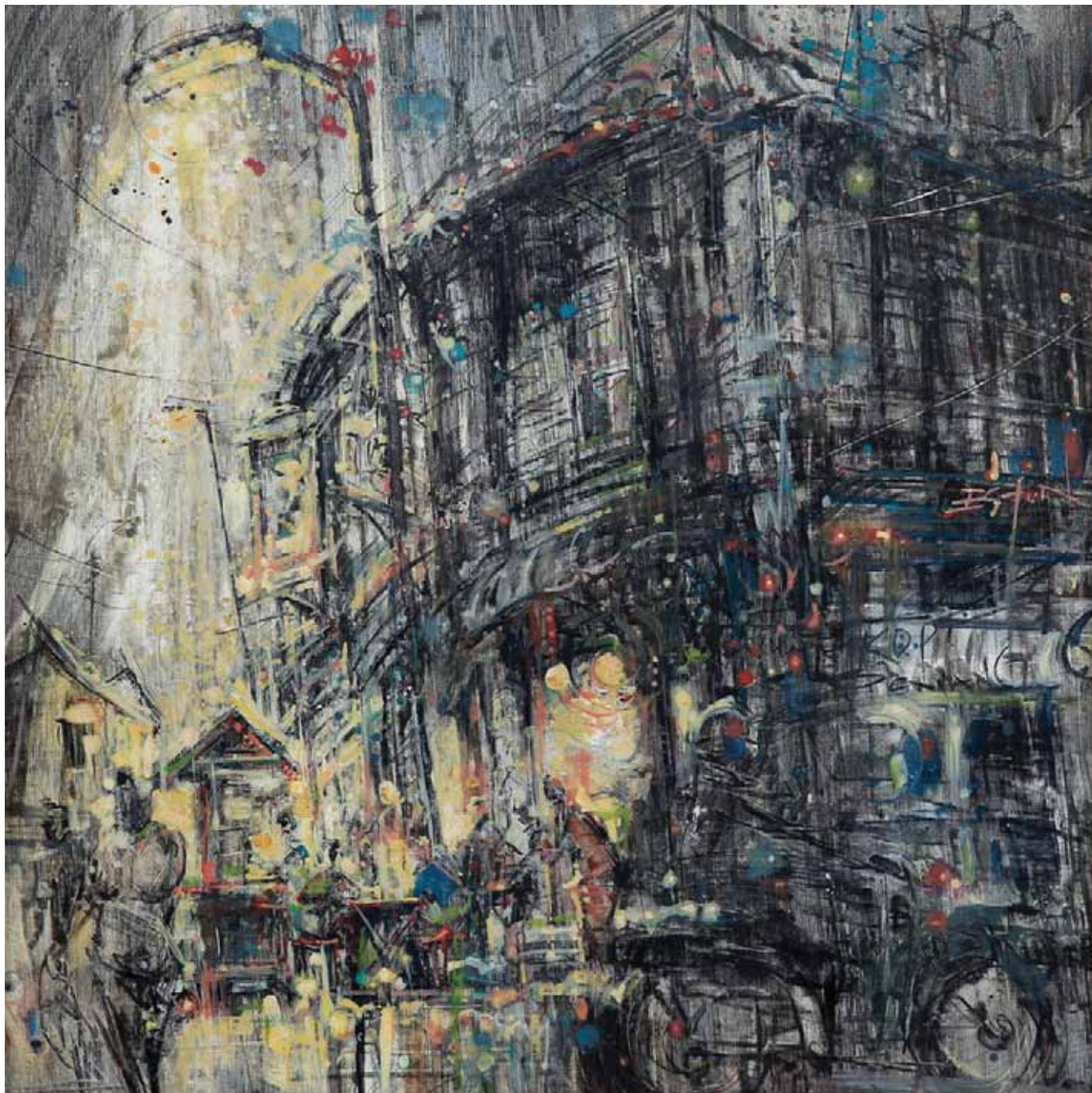
73



74



75



76. ESTON TAN

b. Penang, 1972

**THE HEAVEN OF HAWKER FOOD,
PENANG**

2008

77cm x 77cm

Charcoal and oil on linen

Signed, centre right

PROVENANCE

Private collection, Penang

RM12,000 — RM18,000

Eston Tan's depiction of a local hawker stall is rendered in a way that captures the busy and vibrant atmosphere. Charcoal outlines the buildings, figures and other familiar shapes while the oil provides a pop of colour, making the stalls the centre of attention.

Tan obtained diplomas from the Malaysian Institute of Art in Kuala Lumpur in 1991, and from One Academy in Selangor (1992-1993). He proved his talent when he won the Minor Award in the Penang Young Talent competition in 1999 and secured the Major Award in the following year. The artist has held numerous solo and group exhibitions both locally and internationally, including in Hong Kong and Taiwan.

77. TANG HON YIN, DATUK

b. Penang, 1943

BOATS ON THE RIVER

c. 1960s

39cm x 70cm

Oil on board

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM14,000 – RM16,000





78

78. PETER LIEW

b. Perak, 1955

TAMAN NEGARA

1999

91cm x 91cm

Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM16,000 — RM24,000

79. PETER LIEW

b. Perak, 1955

VENICE RIVER

2007

121cm x 91cm

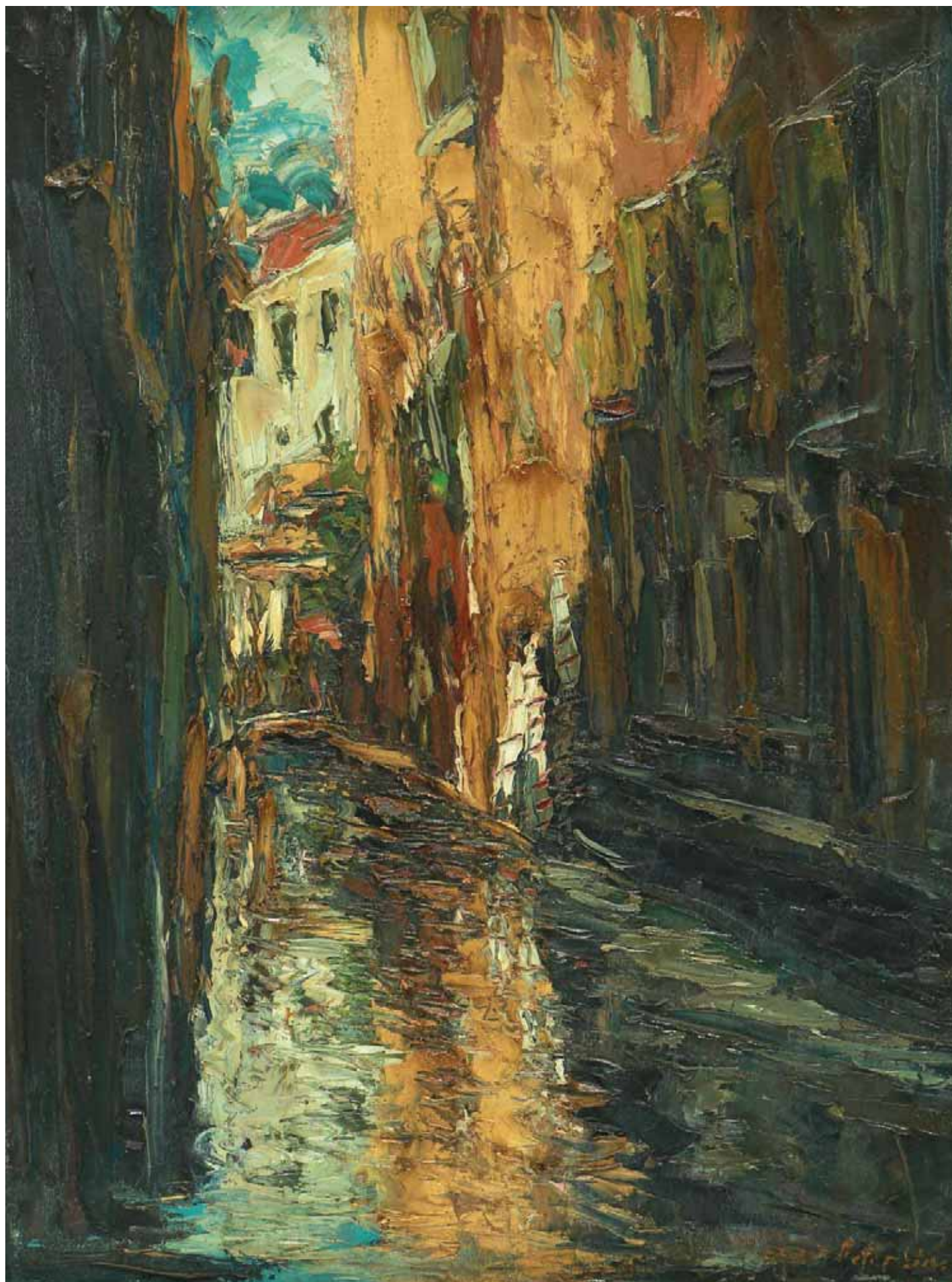
Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM33,000 — RM48,000



works

regional



80

80. ANTHONY CHUA SAY HUA

b. Singapore, 1966

ABSTRACT PICTURE

2005

100cm x 80cm

Acrylic on canvas

Signed, back of painting

PROVENANCE

Private collection, Kuala Lumpur

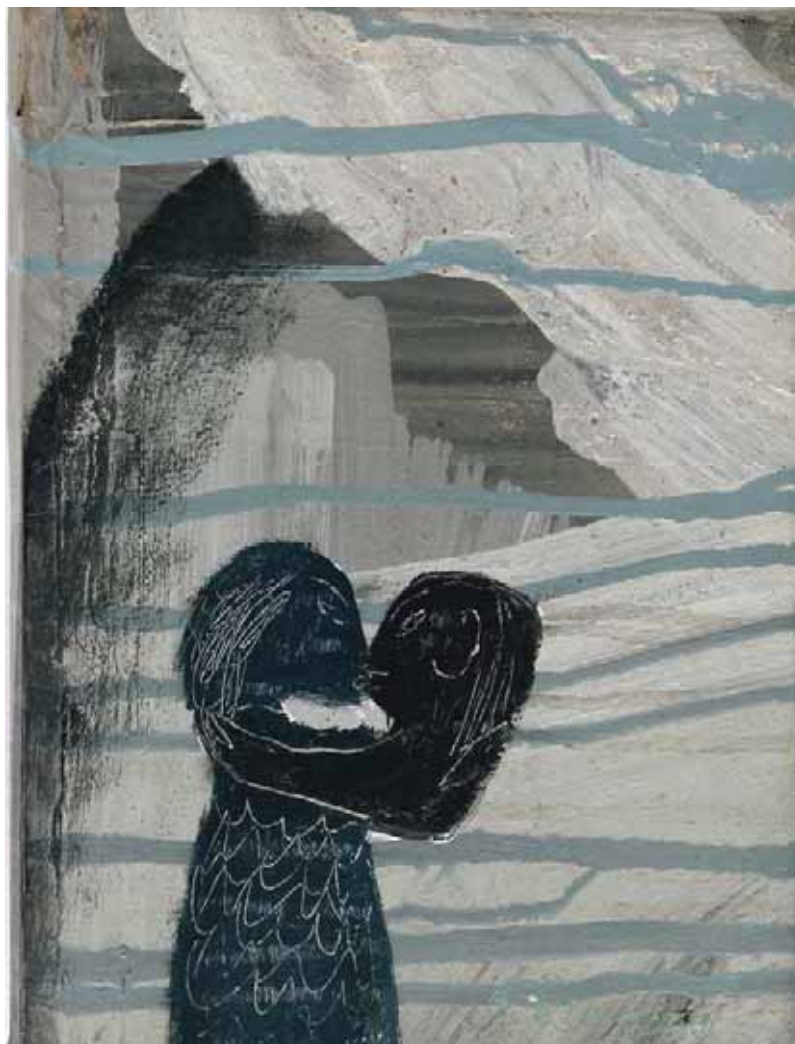
Conservation framing by PINKGUY

RM10,000 — RM12,000

Anthony Chua Say Hua works primarily with Chinese ink, although his visuals often lean towards Western Modernist aesthetics. The lot offered above sees a deviation from the artist's norm in terms of medium.

A winner of the prestigious Young Artist Award — organised by the National Arts Council — in 2001, Chua has more than 12 solo exhibitions to his name, and has participated in more than 15 group exhibitions over the years.

81

**81. I WAYAN SUJANA (SUKLU)***b. Indonesia, 1967***LOVE AFFAIR**

2000

30cm x 22cm

Acrylic on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM2,000 — RM5,000**82. I WAYAN SUJANA (SUKLU)***b. Indonesia, 1967***MAN ON ELEPHANT**

2000

60cm x 40cm

Acrylic on canvas

Signed, bottom center

PROVENANCE

Private collection, Kuala Lumpur

RM5,000 — RM8,000

82

The works of Suklu — as the artist is popularly known — are said to be dominated by his personal study of the complex relationships between men and women. In the course of his career, Suklu has founded several art organisations in Bali, such as Batu Belah Art Space and Komunitas Batu Belah, both of which focus on advocating art in the region. The lots offered are painted naïvely with the figures in them merging with each another while the proportions are exaggerated.

Love Affair sees two “figures” in the act of kissing; one is rendered in full while the other only seems to be a face emerging from the main figure’s neck or arm. Exaggerated proportions are evident in *Man on Elephant*; the elephant is dwarfed by the man who stands on top of it. The man’s head is much larger than the rest of his body.



83. HARLEN KURNIAWAN

b. Indonesia, 1982

DIALOG AKU DENGAN AKU

2011

100cm x 120cm

Acrylic on canvas

Signed, back of the painting

PROVENANCE

Private collection, Selangor

Accompanied by certificate from artist

RM3,500 — RM4,500

84. HARLEN KURNIAWAN

b. Indonesia, 1982

BACALAH

2012

150cm x 120cm

Acrylic on canvas

Signed, back of the painting

PROVENANCE

Private collection, Selangor

Accompanied by certificate from artist

RM3,500 — RM4,500



Harlen Kurniawan graduated from the Indonesian Institute of the Arts in Yogyakarta in 2005. It is said that his works were inspired by the Jendela group of artists formed in 1996 by West Sumatran painters Alfi Jumaldi, Rudi Mantofani, Yusra Martinus, Handi Wirman and Yunizar.

Harlen expresses his thoughts in the form of writing on his paintings, from right to left. The texts are related to his studies in philosophy, social aspects, religion and aesthetic tendencies.

Over the years, Harlen has participated in over 70 group and five solo exhibitions in Indonesia, Singapore and Malaysia. In addition to paintings, his work includes video, performance and installation art.



85. GEDE PUTRA UDIYANA

b. Indonesia, 1969

PRIMITIVE

2000

120cm x 150cm

Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM6,000 — RM10,000

85

86. INDRA DODI

b. Indonesia, 1980

FIGUR 501

2017

50cm x 45cm

Acrylic on canvas

Signed, bottom left

PROVENANCE

Private collection, Selangor

RM10,000 — RM12,000

This lot sees an androgynous figure rendered in a naïve fashion — a signature of Indra Dodi. The figure's face appears to be dressed in doll-like make-up with circular blush on the cheeks and highly defined eyelashes.

Indra graduated from Institut Seni Indonesia (ISI) with a Bachelor in Fine Arts. His works garnered the attention of collectors in the region and he has frequently exhibited outside Indonesia, including in Hong Kong, the Philippines, Singapore, Taiwan and South Korea.

In 2010, Indra participated in a group exhibition entitled *U(DYS)TOPIA*, which was a collaborative project between artists from Germany and Indonesia.

86





87

87. JEIHAN SUKMANTORO

b. Indonesia, 1938

PARTI

2011

70cm x 70cm

Oil on canvas

Signed, top right

PROVENANCE

Private collection, Selangor

Accompanied by certificate from artist

RM13,500 — RM15,000



Jeihan Sukmantoro is a veteran of Indonesian art. Often featured in his works are lone women, pale and slender with eyes blacked out. In this lot, Jeihan makes use of a warm colour palette, incorporating hues of orange to fill the background and the women's dresses.

Jeihan attended Institut Teknologi Bandung but he dropped out. The rebel did not receive any formal education until he was 15. It is said that a near-death experience when Jeihan was young affected his learning ability and altered the way he thought as well as how he worked.



88. DEDY SUFRIADI

b. Indonesia, 1976

HARD DAYS NIGHT

2013

150cm x 250cm

Mixed media on canvas

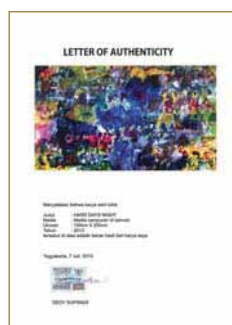
Signed, bottom left

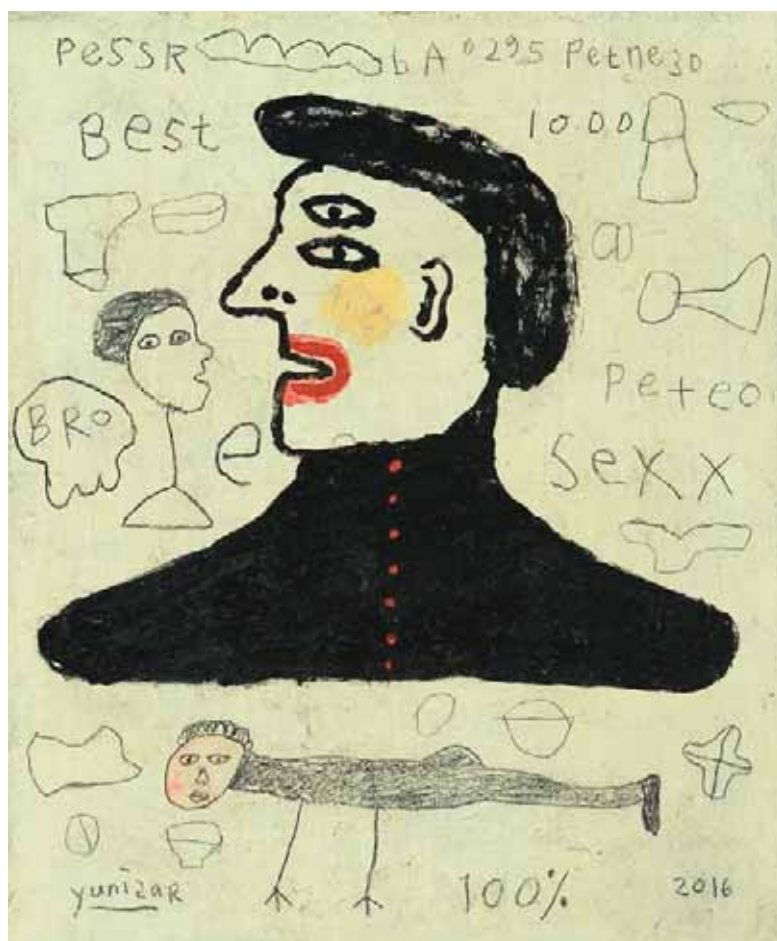
PROVENANCE

Private collection, Selangor

Accompanied by certificate from artist

RM15,000 — RM25,000





89. YUNIZAR

b. Indonesia, 1971

UNTITLED

2016

60cm x 50cm

Oil on canvas

Signed, bottom left

PROVENANCE

Private collection, Selangor

RM20,000 — RM22,000

90. YUNIZAR

b. Indonesia, 1971

UNTITLED

2016

60cm x 50cm

Oil on canvas

Signed, bottom left

PROVENANCE

Private collection, Selangor

RM20,000 — RM22,000

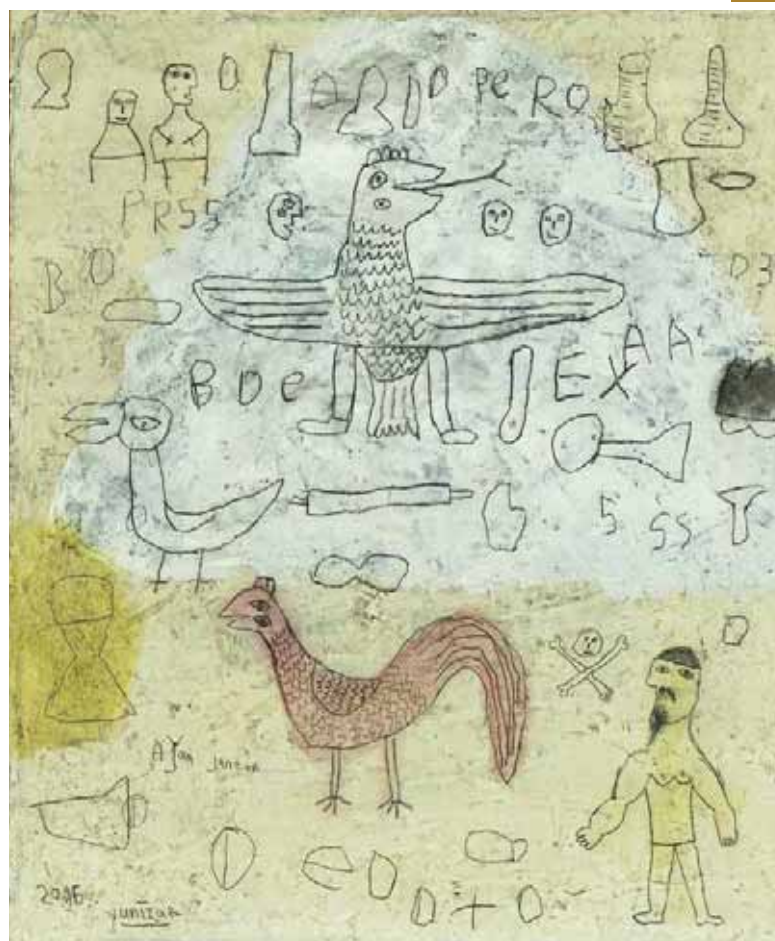
89

90

Featured above are two lots showcasing a childlike rendering of men and animals with text and random shapes scattered across the canvas.

Yunizar's signature style developed in a solo exhibition entitled *Coretan* at the National University of Singapore Museum in 2008. The series of works featured various marks and text that were drawn in a way that created a texture of sorts on the canvas.

Yunizar is also a founder of the Jendela Art Group, which is touted as Indonesia's most prominent contemporary art collective. Its other members include Handiwirman Saputra, Jumaldi Alfi, Yusra Martunus and Rudi Mantofani.





In the lot above, Besta Bestrizal depicts a young child gently supporting a bubble in his hands. The child's face has a look of excitement as the background is filled with hundreds of bubbles. Perhaps *I Have Got It!* is a representation of Besta's own childhood.

Born in Padang in West Sumatra, Besta was raised in Pekanbaru, Riau, before settling in the city of Yogyakarta where he currently resides. His works are easily identifiable by their surrealistic scenarios, monochromatic palette and intricate details. Besta has taken part in various solo and group exhibitions across Indonesia.

91. BESTA BESTRIZAL

b. Indonesia, 1973

I HAVE GOT IT!

2011

150cm x 200cm

Charcoal on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM37,000 — RM45,000

92. THANH CHUONG

b. Vietnam, 1949

ABSTRACT FIGURE

2001

29cm x 39cm

Lacquer on wood

Signed, bottom center

PROVENANCE

Private collection, Kuala Lumpur

RM1,500 — RM2,500

Often regarded as a “master of lacquer”, Thanh won several competitions at a young age and was eventually accepted into the Vietnamese Institute of Fine Art at 11. There, he was taught by such notable figures as Nguyen Sang, Bui Xuan Phai and Nguyen Tu Nghiem.

Thanh was drafted into the Vietnam People's Army in 1967 and served until the end of the Vietnam War in 1975. Following his release from the army, Thanh found work as an illustrator and designer for *Van Nghe*, a prestigious culture magazine in Vietnam. Thanh produced works of his own at the time but was not given a platform by the government as he refused to adhere to party guidelines.

The Doi Moi (economic reforms) began in 1986 and Thanh used this to his advantage, promoting contemporary art to the masses and directing *Van Nghe* through a fundamental conceptual change suitable to the more open artistic environment. He was awarded his first solo exhibition in 1994 at the Song Hong Gallery in Hanoi.



93. BUI HUU HUNG

b. Vietnam, 1957

VELVET CHARM

Undated

122cm x 122cm

Lacquer on wood

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM3,500 — RM5,000



94. NGUYEN THANH BINH

b. Vietnam, 1954

IN CONVERSATION

Undated

100cm x 130cm

Oil on canvas

Signed, top right

PROVENANCE

Private collection, Kuala Lumpur

RM8,000 — RM10,000



95

**95. WIN PE***b. Myanmar, 1935***ELEPHANT FESTIVAL**

2015

90cm x 121cm

Acrylic on canvas

Signed, top right

PROVENANCE

Private collection, Myanmar

RM15,000 — RM16,000

Although achieving success as a filmmaker — with his 1980 work *Dream of a Red Rose* that earned him a Myanmar Academy Award for best director — and abroad as a radio producer for RFA, VOA and BBC, painting has always remained a constant in Win Pe's life.

He is regarded as a second-generation modern artist, along with such names as Khin Maung Yin and Paw Oo Thet. Win Pe is said to be one of the last second-generation modernists to come of age in a newly independent Myanmar and whose works responded to the country's changes.

96. MYINT SOE*b. Myanmar, 1954***FLOATING HOUSES IN INLAY LAKE**

2015

50cm x 70cm

Oil on canvas

Signed, bottom left

PROVENANCE

Private collection, Myanmar

RM13,500 — RM14,500

Floating Houses in Inlay Lake is a prime example of Myint Soe's most common subject matter in his paintings. A scene of the popular tourist destination is skilfully rendered in oil with a palette knife. This adds an interesting texture to the work, which would otherwise be just an ordinary landscape painting.

Myint Soe is a chemistry graduate of the Yangon Arts and Science University and is largely a self-taught artist. Working as an artist and art promoter, he has in recent years been a regular participant in modest art fairs in Malaysia, Singapore and Hong Kong. He does so under a gallery called Summit Art Collection, which he established in 1995.

Myint Soe began his career by managing art exhibitions. In 1983, he opened an art gallery with one of his masters — a politician, artist and writer who went by the pen name of Yangon Basway — who died in 1987. At the time, Myint Soe was working for the Myanmar government and was on a three-month scholarship to learn about conservation work at Arkib Negara Malaysia (National Archives of Malaysia).



96

works

portraiture



97

97. CHONG SIEW YING

b. Kuala Lumpur, 1969

LAUGHTER SERIES

2002

40cm x 40cm

Acrylic on canvas

Signed, back of the painting

PROVENANCE

Private collection, Kuala Lumpur

RM7,500 — RM10,000



98

98. CHONG SIEW YING

b. Kuala Lumpur, 1969

LAUGHTER SERIES

2002

40cm x 40cm

Acrylic on canvas

Signed, back of the painting

PROVENANCE

Private collection, Kuala Lumpur

RM7,500 — RM10,000



99

99. CHONG SIEW YING

b. Kuala Lumpur, 1969

LAUGHTER SERIES

2002

40cm x 40cm

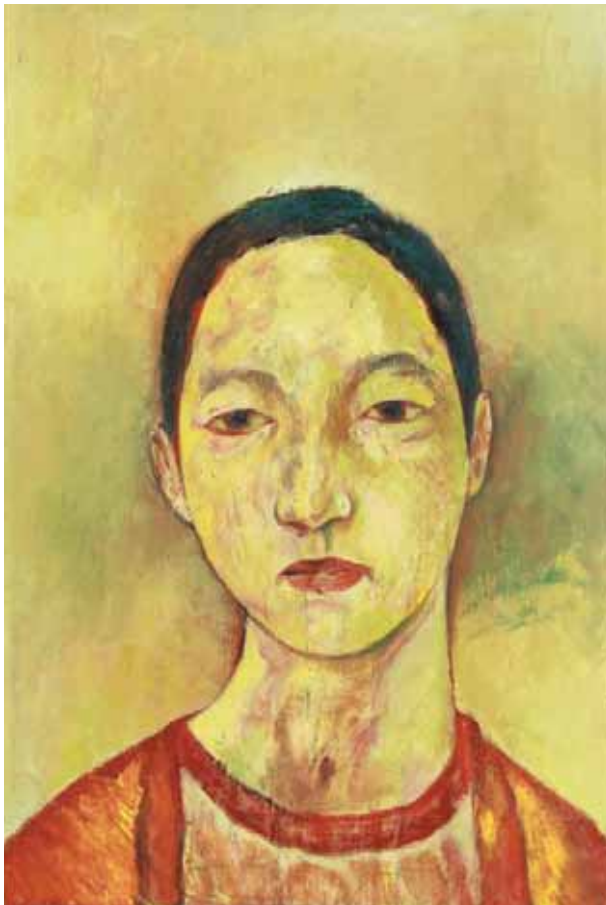
Acrylic on canvas

Signed, back of the painting

PROVENANCE

Private collection, Kuala Lumpur

RM7,500 — RM10,000



100

100. ANTHONIE CHONG

b. Perak, 1971

PORTRAIT

1997

92cm x 61cm

Oil on canvas

Signed, back of the painting

PROVENANCE

Private collection, Kuala Lumpur

RM12,000 — RM15,000

The late 1990s are often regarded as Anthonie Chong's most expressive time of his career. The featured lot sees a portrait of a male figure, possibly of the artist himself. Compared with other works by the artist in the same period, *Portrait* is painted in a relatively calm manner.

Chong's works have been acquired by serious collectors as well as institutions such as the National Visual Arts Gallery in Kuala Lumpur and the Singapore Art Museum.



101

101. TAN WEI KHENG

b. Sarawak, 1970

ETHNIC GIRL

2009

100cm x 85cm

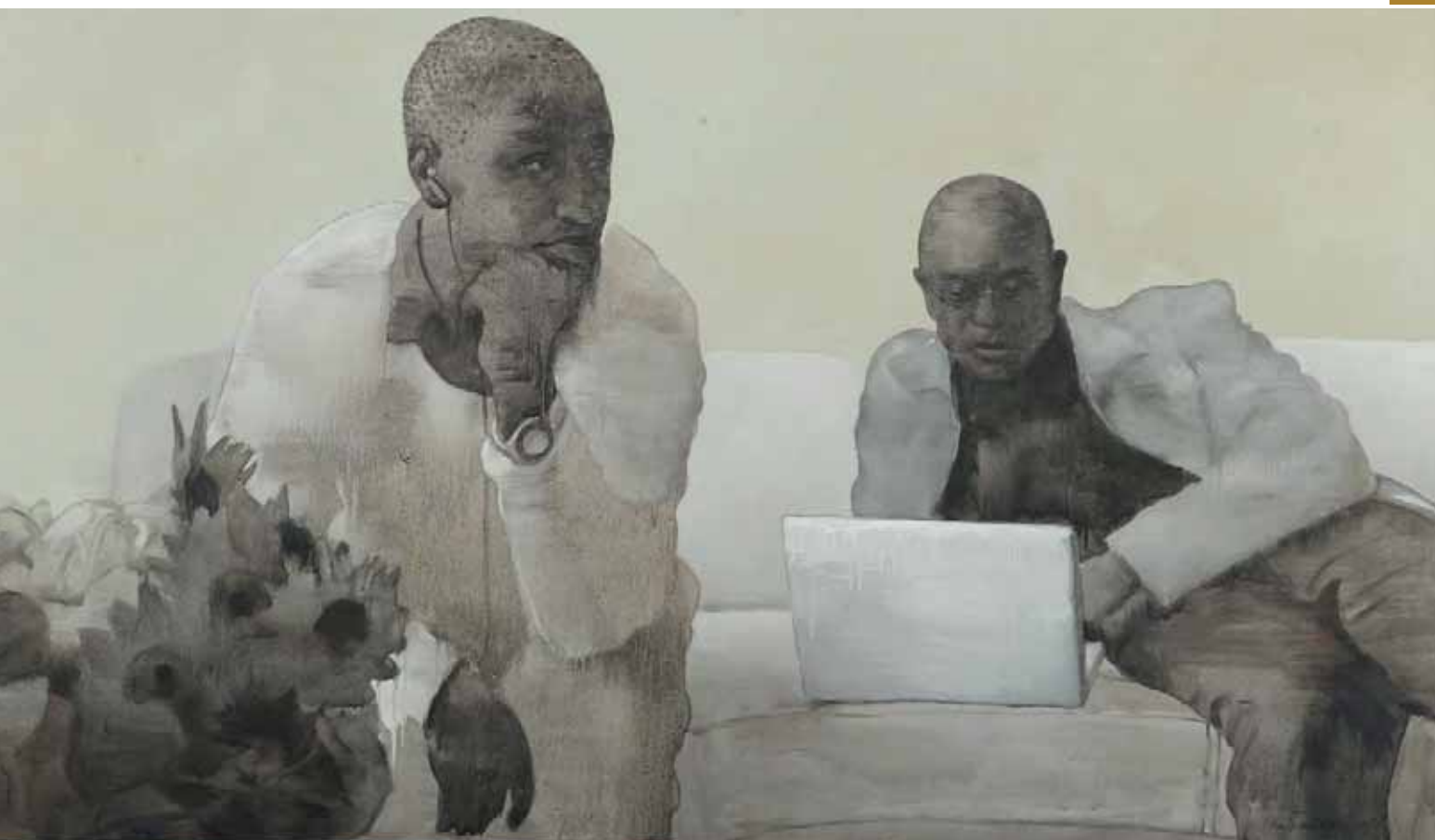
Oil on canvas

Signed, bottom left

PROVENANCE

Private Collection, Penang

RM15,000 — RM20,000



102. KOW LEONG KIANG

b. Selangor, 1970

VICTOR AND KYALO

2007

102cm x 176cm

Oil on linen

Signed, bottom right

PROVENANCE

Private collection, France

EXHIBITED

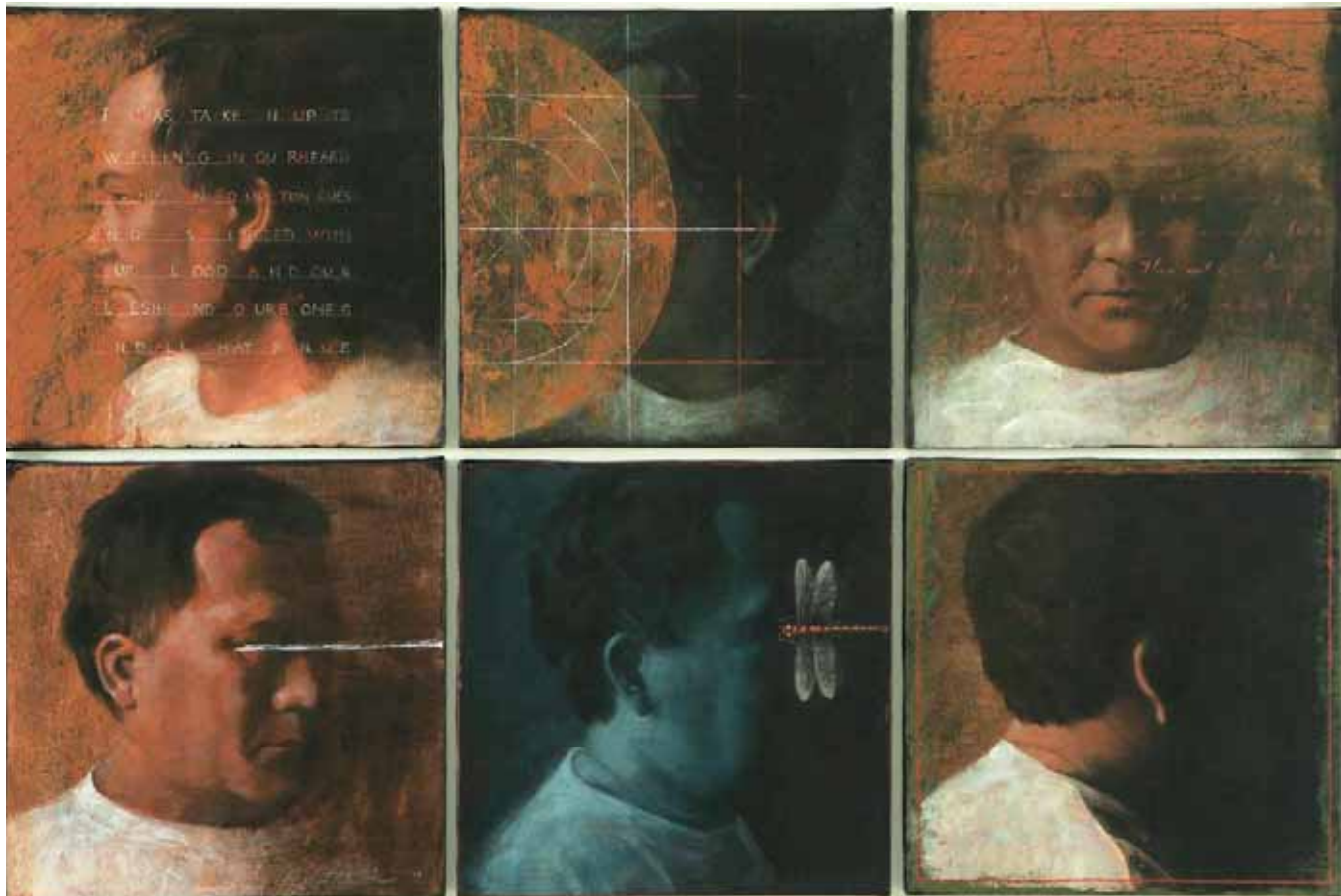
Other People, Valentine Willie Fine Art, Kuala Lumpur, 2007; illustrated in exhibition catalogue on pages 12 and 13

RM30,000 — RM40,000

In 2004, Kow Leong Kiang took part in a two-month residency in the Vermont Studio Center, the largest international artists' and writers' residency programme in the US. Among the artists Kow met were Victor and Kyalo of Nigeria. He cites this experience as the best in his life.

Prior to the residency, Kow's portraits mainly consisted of Malay females. "The exhibition *Other People* marks a distinct break from this familiar milieu and while it remains squarely centred on the portrait, there are radical exciting shifts in the artist's focus and technique," states writer Beverly Yong in the exhibition's catalogue.

Kow is a mid-career Malaysian artist. His figurative works have earned him a multitude of solo and group exhibitions, locally and internationally. He has participated in various art fairs, including the Start Art Fair at Saatchi Gallery in London (2014), Art Taipei and Art Kaohsiung in Taiwan (2015), Art Busan in South Korea (2016) and Art Stage Jakarta in Indonesia (2017).



103

The face of a man is painted in six different iterations, partially obscured in each panel of this six-piece work, be it through text, smudges of paint or even a dragonfly. The colour scheme of the work exudes a dark and mystical aura, a signature among the works of Ahmad Zakii Anwar. The title of the work suggests the man is in deep thought.

Ahmad Zakii's hyper-realistic depictions of figures in urban settings have become his signature. A graduate in graphic design from Universiti Teknologi MARA in 1977, he gave up a lucrative career in advertising to become a full-time painter and was an instant hit with his Smokers Series in 1997. His solo exhibition, *Disclosure*, at Galeri Petronas, Kuala Lumpur, in 2008, established him as a major figurative artist.

Over the years, Ahmad Zakii has exhibited extensively in Malaysia and abroad, including in Indonesia, Hong Kong, the Philippines, Singapore, South Korea, Thailand and the US.

103. AHMAD ZAKII ANWAR

b. Johor, 1955

CYCLE OF THOUGHTS

1997

43cm x 43cm (Set of 6)

Acrylic on canvas

Signed, top right

PROVENANCE

Private collection, Kuala Lumpur

RM75,000 — RM120,000



104

104. AHMAD ZAKII ANWAR

b. Johor, 1955

KECAK UNDER A DARK MOON

1994

88cm x 118cm

Oil on canvas

Signed, bottom right

PROVENANCE

Private collection, Kuala Lumpur

RM60,000 — RM80,000

105. NOOR MAHNUN MOHAMED

b. Kelantan, 1964

LANTERNS

2013

182.5cm x 121.5cm

Oil on canvas

Signed, back of the painting

PROVENANCE

Private collection, Kuala Lumpur

EXHIBITED

A Journey of Self Discovery, Nalanda Buddhist Centre,

Kuala Lumpur, 2013

RM65,000 — RM75,000

In *Lanterns*, Noor Mahnun Mohamed depicts a portrait of one of her relatives. The girl is seen holding a bouquet of Japanese lantern flowers while a rendering of Japanese sliding doors is featured in the background. Also depicted are a perfume bottle, a glass cylinder with three marbles, a pair of scissors and a Bambi figurine. Those in the know will be able to figure out the cryptic Buddhist references in the painting. The geometric patterns on the floor are a signature of Noor Mahnun, appearing in the majority of her works.

The artist graduated with a Master of Fine Art from Hochschule für Bildende Künste in Braunschweig, Germany, in 1996. In 2002, she was offered a scholarship by the Italian Ministry of Foreign Affairs for a printmaking course at Il Bisonte, Florence.

In November 2017, over 50 artworks, comprising oil on linen paintings and drawings on paper, were exhibited in a solo exhibition entitled *Disco Lombok Still Life by Noor Mahnun* at The Edge Galerie in Mont'Kiara, Kuala Lumpur.

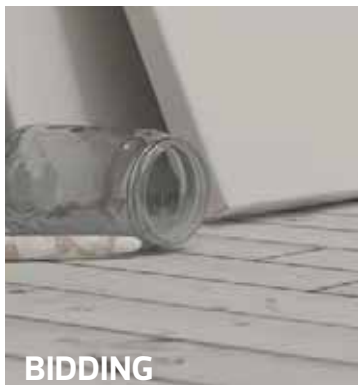


BUYING GUIDE



SELECTING

- Our catalogue is available online at www.theedgegalerie.com. Preview will be advertised nearing the sale. We 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.

- 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.
- 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 auction@theedgegalerie.com or call 03-7721 8000



TAKING YOUR ACQUISITION HOME

- 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.
- 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 accept-

ed 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 auctioneer's the 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 KLIK, 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 Ex-

penses 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 The Edge Galerie's associated or affiliated company 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 obligation 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 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 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. Telephoned 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 7.1 and 7.2 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:-

- (a) withdraw any Lot;
- (b) postpone the Auction date;
- (c) admit or refuse admission to any person to the Auction;
- (d) accept or refuse any bid;
- (e) combine or divide any items to constitute a Lot for sale;
- (f) 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;
- (g) re-offer a Lot for sale if the auctioneer reasonably believes that there is an error or dispute; and/or
- (h) 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, bank-er'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 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(i) 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 for 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:-

- (a) to charge default interest at the rate of 1.5% per month on the outstanding sums due from the Buyer;
- (b) to charge all reasonable legal and administrative fees incurred by The Edge Galerie and the Seller;
- (c) to forfeit the Buyer's earnest deposit as required under Condition 6.5 or any part payment made by the Buyer;
- (d) 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;
- (e) rescind the sale of the Lot;
- (f) 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 tender 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 set-

tlement 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 company 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; 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

- (j) 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 (Remedies for 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 KLG
1 Jalan PUJ 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.

BIDDER REGISTRATION FORM

THEEDGEAUCTION2019

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 SOUTHEAST ASIAN ART Sale Date 17th March 2019

Identification/Financial Reference

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

GST Registration No. (if any) _____ Others (please state) _____

Supporting Documents / Utility Bills / Bank Statement _____

Banking Details

Name of Bank _____ Account No. _____

Credit Card Type _____ Credit Card No. _____

Expiration Date _____ Issuing Bank _____

Contact person at the bank _____ Bank Contact Telephone No. _____

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 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 and applicable Taxes (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.

The Edge Galerie respects your privacy. Our privacy policy can be found at:
• www.theedgegalerie.com/privacy-Eng (English)
• www.theedgegalerie.com/privacy-BM (Bahasa Malaysia)

Signature: _____

Date: _____

TELEPHONE/ABSENTEE BID FORM

THE **EDGE** AUCTION 2019

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 SOUTHEAST ASIAN ART Sale Date 17th March 2019

Identification/Financial Reference

Proof of Identity (please mark): Identity card/Passport/Driving Licence/Company Registration _____
 GST Registration No. (if any) _____ 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, 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 and applicable Taxes 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.

The Edge Galerie respects your privacy. Our privacy policy can be found at:
 • www.theedgegalerie.com/privacy-Eng (English)
 • www.theedgegalerie.com/privacy-BM (Bahasa Malaysia)

Noted: This is 5% of maximum bid price without Buyer's Premium.

Signature: _____

Date: _____

INVITATION TO CONSIGN



KHOO SUI HOE, *TWO BY THE SEA*, 1981, 76CM X 88CM, OIL ON CANVAS

THE **EDGE** AUCTION

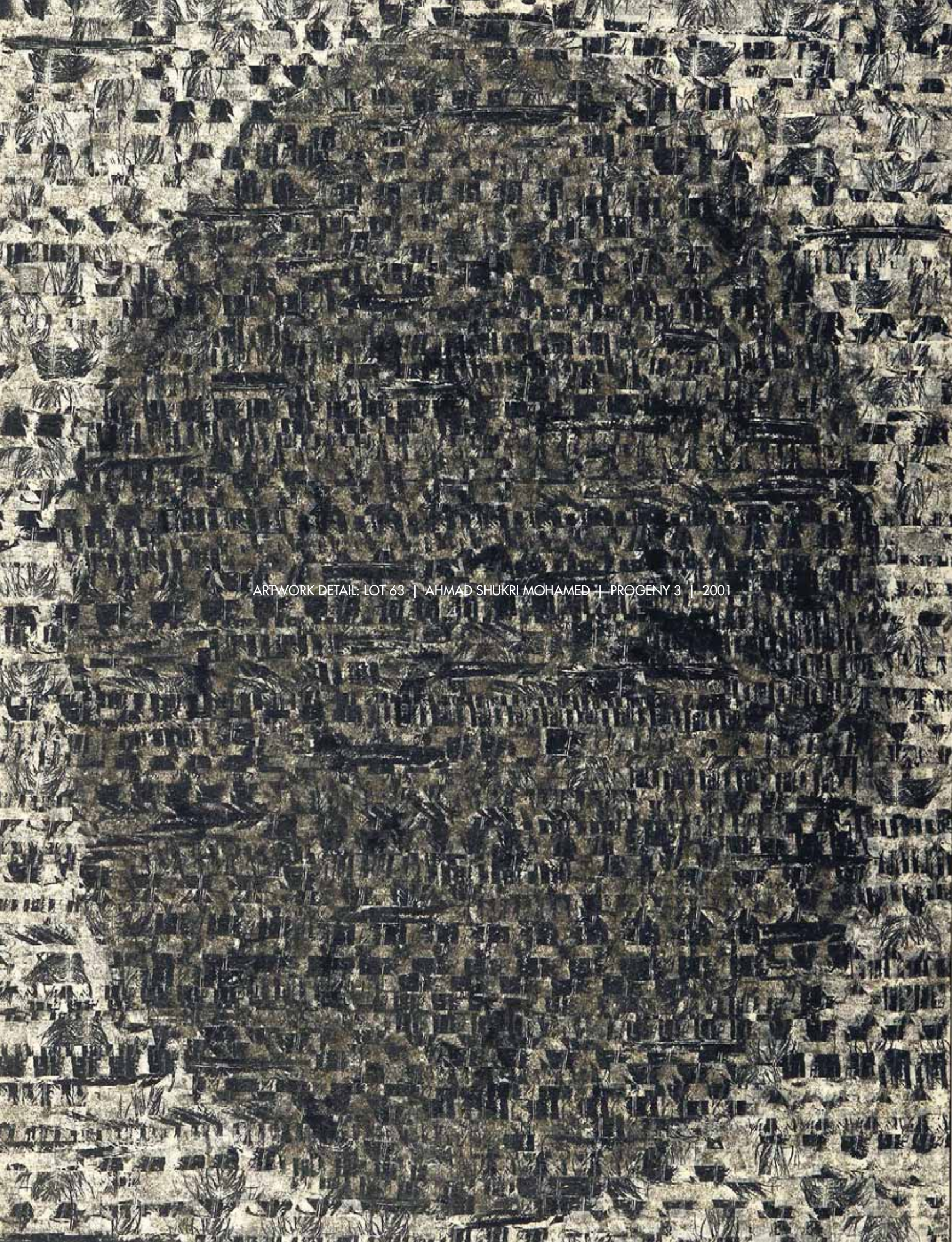
NEXT AUCTION IN 2020

For enquiries email us at: auction@theedgegalerie.com

www.theedgegalerie.com

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