# Bonhams 🖺



# cica

Wednesday 22 May 2013 at 2pm New Bond Street, London







### **Africa Now**

## Wednesday 22 May 2013 at 2pm New Bond Street, London

### **Bonhams**

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Please see page 4 for bidder information including after-sale collection and shipment

Please see back of catalogue for important notice to bidders

### **Illustrations**

Front cover: Lot 118 Back cover: Lot 152 Inside front cover: Lot 203 Opposite page: Lot 195 Inside back cover: Lot 129

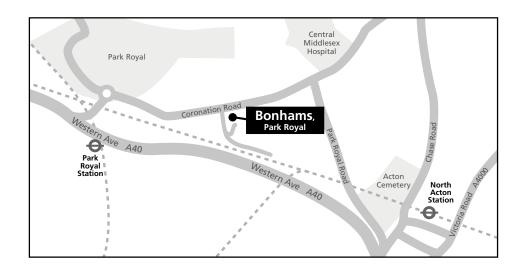
Sale Number: 20560 Catalogue: £25

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All sold lots not marked W will remain in Collections at Bonhams New Bond Street for a period of not less than 14 days from the sale date. Following that all lots will be transferred to our Bonhams Park Royal warehouse. Transfer and storage charges will commence on Thursday 13 June 2013.

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All the above charges are exclusive of VAT

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W These lots will be removed to Bonhams Park Royal after the sale. Please read the sale information page for more details.

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# Ca Modern & Contemporary African Art at Bonhams



Giles Peppiatt
Director



Hannah O'Leary Head of Department

**Amy Halliday** Junior cataloguer

Victoria Eaton Trainee cataloguer Since its inception in 2009, Bonhams' Africa Now auction has gone from strength to strength, mirroring the exponential growth in market interest in modern and contemporary African art. Hot on the heels of the record-breaking sale of El Anatsui's 'New World Map' (£541,250) in our 2012 auction, this year's auction promises to be an exciting event. Bonhams remains at the forefront of the market, and is the only international auction house with dedicated sales for African modern and contemporary art.

Including artists from a multitude of countries and cultures, Africa Now reflects the complex heritage of this dynamic continent. We are delighted to offer works by modern and contemporary masters such as El Anatsui, Ben Enwonwu, Yusuf Grillo, Uche Okeke, Malangatana Valente Ngwenya, and Malick Sidibé among many others. We are also pleased to be able to offer, for the first time in our auctions, evocative sculptural works by Sokari Douglas-Camp and Gonçalo Mabunda.

This year we are proud to be able to present a number of outstanding examples of Ben Enwonwu's sculptures and paintings. We are particularly pleased to have been entrusted with the sale of seven wooden sculptures originally commissioned by the Daily Mirror newspaper, which represent a high point in the artist's career. We are similarly thrilled to offer one of Enwonwu's most accomplished sculptural works, Anyanwu, and his vibrant, expressive painting The Durbar of Eid ul-Fitr, Kano, Nigeria.

We are also delighted to be hosting a charity auction of eight lots by contemporary Kenyan artists, in association with The African Arts Trust and Circle Art Agency with the generous sponsorship of Afren. Proceeds from this auction will go directly to projects in Kenya that support the development of visual art education.

We would like to take this opportunity to warmly thank all those individuals and organisations around the world for their support, encouragement and assistance in contributing to the success of these auctions.

We look forward to your participation in the auction, whether through our online live bidding system, by telephone, or by personally welcoming you to view our exhibition in London.

A Charity Auction of Kenyan Contemporary Art

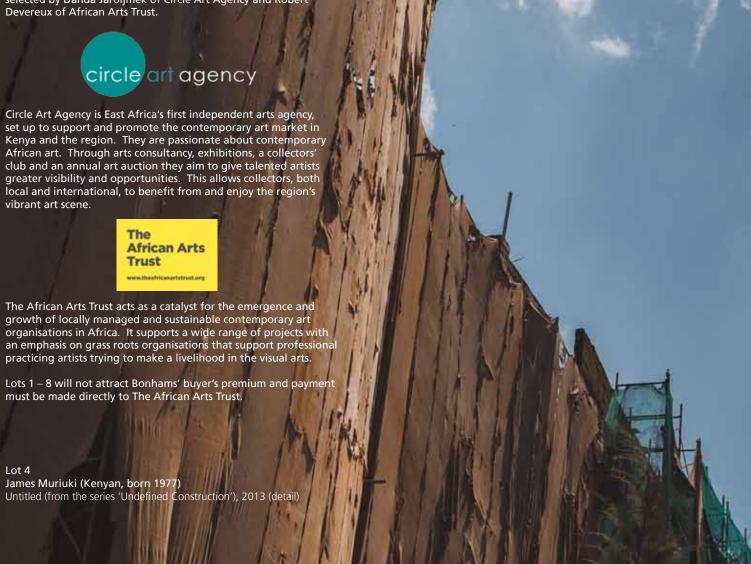
Monday 20 May at 7pm Lots 1 - 8

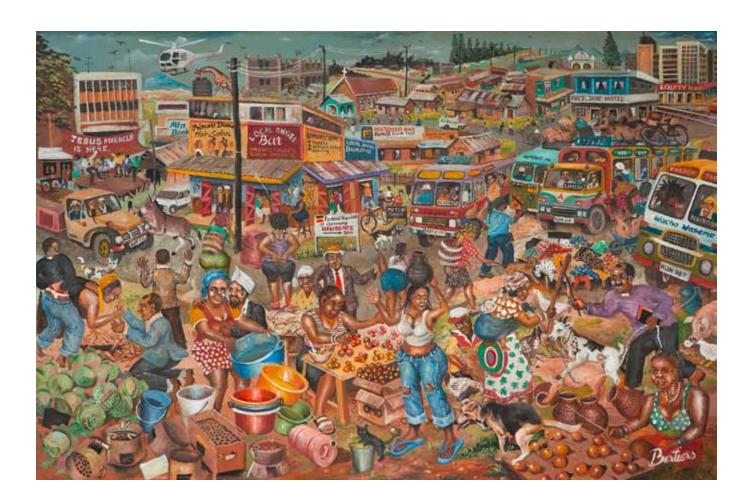
Bonhams is delighted to be hosting this charity sale of Kenyan contemporary art in association with The African Arts Trust and Circle Art Agency, and with the generous sponsorship of Afren.



The money raised from this auction is designated specifically for use in Kenya in the field of visual art education, of which there is a serious lack and a great need. 100% of the funds generated will go directly to projects in Kenya – neither The African Arts Trust nor the artists will keep any of the proceeds. The artists who have donated work to the auction will be involved in deciding exactly how and where it is spent.

The eight artists included in this auction represent all that is best from the current crop of Kenyan contemporary artists. They were selected by Danda Jaroljmek of Circle Art Agency and Robert Devereux of African Arts Trust.



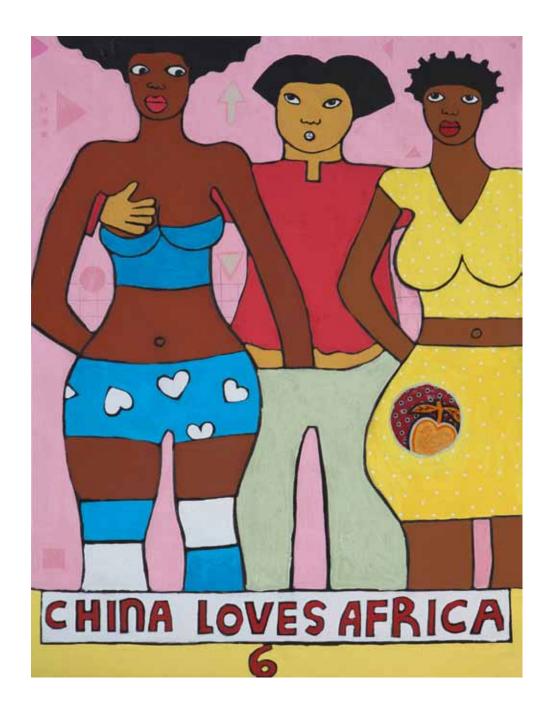


1 Joseph Bertiers (Kenyan, born 1963) Yesterday afternoon, 2013 signed 'Bertiers' (lower right) oil on canvas 60 x 100cm (23 5/8 x 39 3/8in).

Bertiers's work is concerned with social, political and economic issues in Kenya and abroad. His detailed paintings and life-sized sculptures are characterised by a sharp wit and humour. As a teenager, Bertiers painted signs for shops and bars, which led him to pursue a career in art.

Yesterday afternoon depicts a busy market scene after the announcement of the failure of the biometric BVR vote-tallying system at the recent Kenyan elections in March 2013. The IEBC announced they would be counting the votes by hand, which caused panic-buying by Kenyans anxious to get home. In the ensuing rush, traders got top prices for their wares.

The artist's career took off in 2006, when he was selected to participate in Dak'Art. In 2011, Bertiers had a solo show at Fred Gallery, with his work travelling, in turn, to the 2011 Basel Art Fair and the 2012 Johannesburg Art Fair.



2 Michael W. Soi (Kenyan, born 1972) China loves Africa 6 signed verso (upper left) acrylic and mixed media on canvas 122 x 91cm (48 1/16 x 35 13/16in).

Based in Nairobi, Soi is a member of what is often termed "the second generation" of Kenyan artists that emerged through Kuona Trust in the late 1990s. In 1996, after graduating from art school, he initially began his career as a sculptor. His art began to receive local and international recognition, particularly in the Diaspora, as he developed an aesthetic vocabulary allied to social commentary.

China loves Africa 6 is part of a series of ten works created between 2012 and 2013 which addresses the presence of China in Africa. Soi views China's involvement in Africa as a type of economic recolonisation.

Soi's work is part of the collections of Casoria Museum of Contemporary Art, Naples, Standard Chartered Bank (UK), and a number of private collectors. He is currently working on a series of paintings that revolve around Nairobi's sex industry.





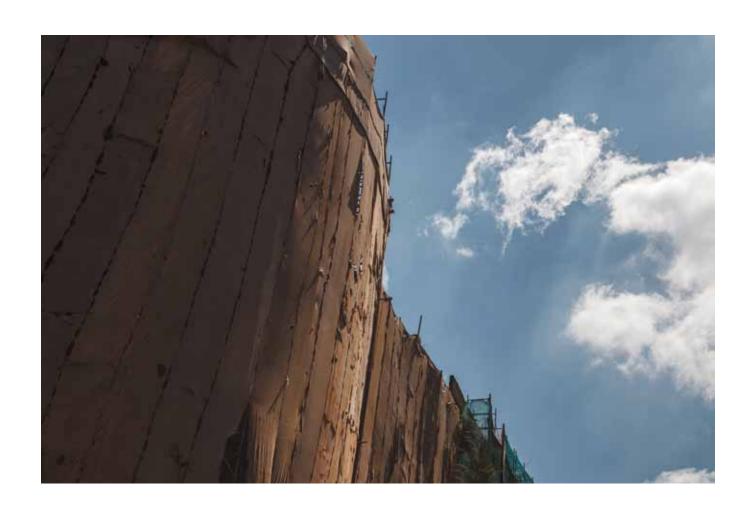
3 Anthony Okello (Kenyan, born 1976) Masquerade, 2013 signed 'A. Okello' (lower left) oil on canvas each 42 x 63cm (16 9/16 x 24 13/16). diptych (2)

"I do believe as an artist that the work must resonate with me first before it does to others."

Anthony Okello's works are characteristically allegorical compositions with a cast of animal and human forms playing out the local mythology he has collected. His most recent work reveals a shift towards more personal themes.

The diptych *Masquerade* was made soon after Okello moved to the outskirts of Nairobi. He refers to it as a reflection not only of himself, but of society in general - the changing identities, pretence and hiding of one's true self. The masked figures in the work meet the viewer's gaze confidently. Conversely, the unmasked figure seems unsure and ill at ease.

The artist's work has been published in the World Art Collection 1001 Reasons to Love the Earth and has been exhibited in Kenya, India and France.



4 James Muriuki (Kenyan, born 1977) Untitled (from the series 'Undefined Construction'), 2013 giclée print 80 x 120cm (31 1/2 x 47 1/4in).

Muriuki started his artistic career making experimental snapshots while at university. A recurring subject for the artist is the transition of urban space.

Based in Nairobi, the city becomes his primary inspiration: his works explore ever-changing, yet interdependent facets of the urban landscape, with architecture and construction providing strong visual and metaphorical dimensions.

At present, the artist is experimenting with motion, video and mixing media. His work has been exhibited and collected in Kenya, South Africa, USA, Denmark, Spain, and Germany among other countries. He is a founding member of 3Collect, an artists' collective engaged with curatorial practice.

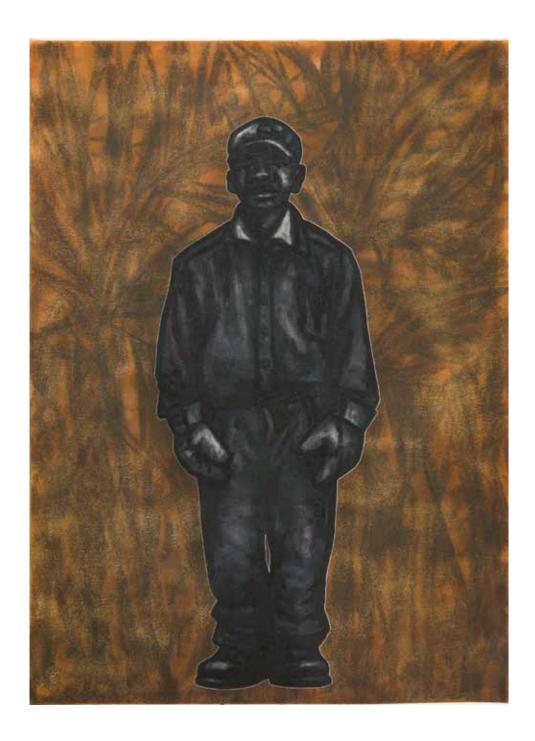


5 Beatrice Wanjiku (Kenyan, born 1978) This constant yearning, 2013 mixed media on canvas 100 x 150cm (39 3/8 x 59 1/16in).

Invoking the notion of the self through the perception of the other, Wanjiku's paintings play with the process of both revealing and concealing by means of layering, texture and typography. Prevalent themes in her *ouevre* include vanity, humanity, memory and transition.

*This constant yearning* explores the ceaseless pursuit of completeness, the desire for acquisition, and the cycle of dissatisfaction that surrounds these yearnings.

Wanjiku's work has been shown widely across Kenya, as well as included on the 2008 exhibition *Africa Now: Emerging artists from a continent on the move* in Washington DC and the 2006 exhibition *Africa Within: Many eyes one soul* in London.

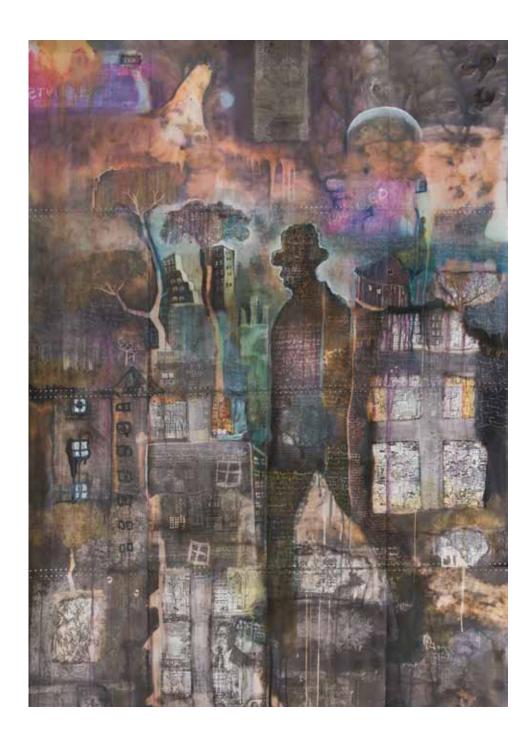


6 Peterson Kamwathi (Kenyan, born 1980) Untitled (from the 'Peri-Urban Encounters' series) signed and dated 'P Kamwathi '13' (lower right) mixed media 91.5 x 64.5cm (36 x 25 3/8in).

Kamwathi began his career at the Kuona Trust Museum Art Studio. His work focuses on the psychology of queues, exploring the administrative and social place of queues as a manifestation of humanity's upheavals. Kamwathi is currently researching the role and meaning of processions and groupings within contemporary ceremonies, masquerades and other social protocols.

The artist has stated that *Peri-Urban Encounters* is a project looking at the people he interacts with in close proximity to his studio. "These drawings are my attempt at extruding them from what might deceptively be perceived as the familiar. These are monuments to the encounters."

Kamwathi has had four solo shows to date and his work has been widely exhibited in Kenya, the UK, the USA, Holland, Austria, El Salvador and Finland.



7
Paul Onditi (Kenyan, born 1980)
Half Life, 2013
signed 'Wudg' (lower right)
mixed media on synthetic sheet
185 x 122cm (72 13/16 x 48 1/16in).

Onditi's work examines the cyclical nature of human experience and behaviour, encapsulated in the oft-touted expression "what goes around, comes around". Typically his work depicts a lonely character, christened 'Smokey', who represents a blank state of mind. The artist works in muted hues, favouring murky greys and dark blues to navigate what he refers to as the dilemma of the human condition.

Half Life, containing defaced Kenyan Shillings, depicts a botched robbery. The work was inspired by the successful Kenyan film, Nairobi Half Life.

Onditi has exhibited locally and internationally, including at the exhibition *Ernst and Young Action* at the Museum für Angewandte Kunst, Frankfurt, in 2010.





### 8 Cyrus Kabiru (Kenyan, born 1984) C-Stunners Mini Morris signed 'cabiru' (upper left) mixed media 19.5 x 25cm (7 11/16 x 9 13/16in).

A self-taught painter and sculptor, in his sculptural work Kabiru embodies his role as a "collector" of cast-offs by refashioning waste, recycled, and found materials into various forms. He is best known for his *C-Stunners*, an ongoing body of work, in which he creates functional, artistic bifocals. These works are located at the intersection of fashion, wearable art, performance and one-of-a-kind commodity objects.

*C-Stunners* have a certain energy and playfulness that captures the sensibility and attitude of Nairobi's youth. The works invoke the "bling" of popular culture, simultaneously reflecting people's ingenuity and resourcefulness. For Kabiru, the lenses offer a fresh perspective onto the world, transforming the wearer both in in appearance and frame of mind.

Kabiru has exhibited across the globe, including London, New York, Paris and Istanbul. As a Ted Fellow for 2013, his works have been featured in a number of publications.





### 101 W Ben (Benedict Chukwukadibia) Enwonwu, M.B.E (Nigerian, 1917-1994)

The Durbar of Eid ul-Fitr, Kano, Nigeria signed and dated 'Ben Enwonwu 1955' (lower left); bears Piccadilly Gallery label (verso) oil on canvas 86 x 183cm (33 7/8 x 72 1/16in).

£50,000 - 80,000 €59,000 - 94,000

### PROVENANCE:

Piccadilly Gallery, London
Acquired by the President of the Junior Combination Room Art Gallery,
Downing College, Cambridge in 1955
A private collection

### EXHIBITED:

The Piccadilly Gallery, London, 1955, no.53

In northern Nigeria, Eid-ul-Fitr – the end of Ramadan – is celebrated with a Durbar, or festive procession. The Durbar is initiated by the Emir of each state, and consists of a series of prayers followed by a parade of the Emir and his elaborately-dressed entourage, many on horses or camels, to the Emir's palace. The procession is accompanied by music players (particularly drummers) and is an energetic and colourful event: the subject clearly captured the artist's imagination and is ably documented in the dynamic composition of the present lot.

Enwonwu evokes both a sense of continuity in time and a fleeting moment; the impression of a crowd and the experience of an individual. A seemingly endless procession of colourfully-garbed people spreads across the strongly horizontal picture plane, sweeping the viewer along with the crowd as it makes its way through the sketchy outlines of the cityscape. However, this sense of uniform movement is punctuated by the whirling figure on the right, who instead faces the viewer as if to invite us in.

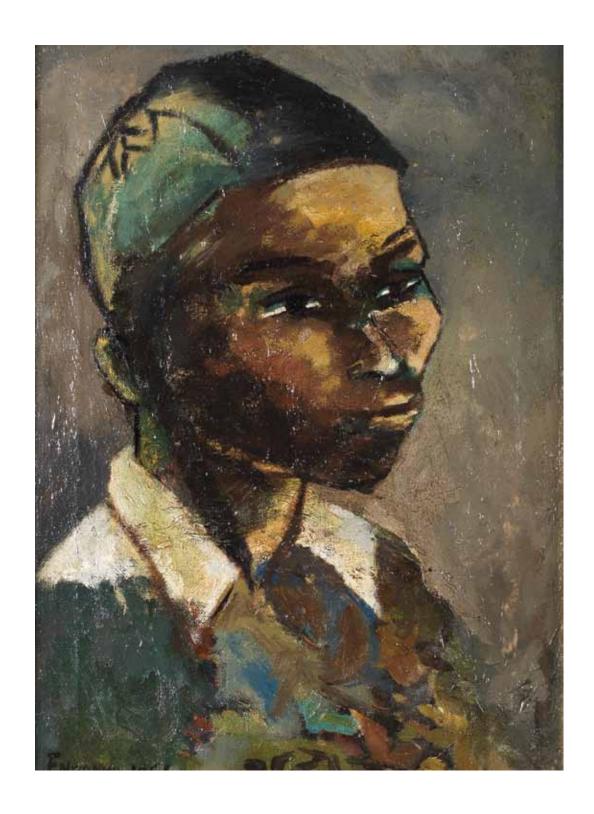


The Durbar represented here is that of Kano, the capital city of Kano State, which Enwonwu visited in 1951 as part of a government commission on which he was working. The Kano Durbar is the most renowned and lavish in the country, and glimpses of the city's architecture appear throughout this scene. Moreover, the bird symbol of the Emir of Kano is just visible on the parasol which shields him from the sun on the left of the picture plane.

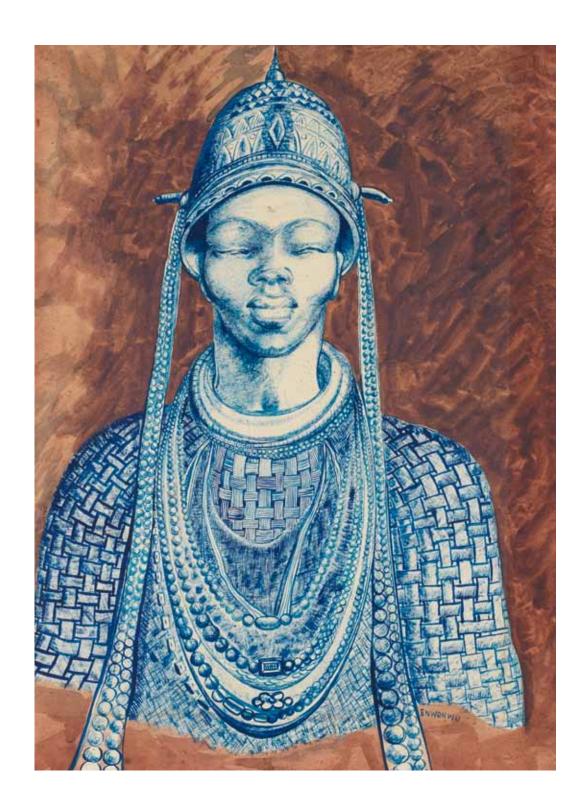
Commissioned by the Nigerian government to produce a series of woodrelief panels for the recently-built Nigerian House of Representatives, the artist sought to "express Nigeria's cultural diversity by including motifs drawn from different Nigerian cultural contexts", including the predominantly Muslim north. Enwonwu thus made a trip to Kano to record the decorative traditions, festivals and people of the region, producing a number of paintings during this visit (such as the *Portrait of Momodu, Kano*, which appeared at auction at Bonhams on 10 March 2010) and for several years afterwards.

### BIBLIOGRAPHY:

S. Ogbechie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), p.119



102
Ben (Benedict Chukwukadibia) Enwonwu, M.B.E (Nigerian, 1917-1994)
Head study
signed and dated 'ENWONWU 1951' (lower left)
oil on canvas
47 x 33.5cm (18 1/2 x 13 3/16in).
£7,000 - 10,000
€8,200 - 12,000



Ben (Benedict Chukwukadibia) Enwonwu, M.B.E (Nigerian, 1917-1994)
The Oba signed 'ENWONWU' (lower right) goauche and ink 54 x 36cm (21 1/4 x 14 3/16in).

£4,000 - 6,000 €4,700 - 7,100

### PROVENANCE:

Acquired directly from the artist by Dr John Akar, Sierra Leone ambassador to the United States, circa late 1960s
Thence by descent to the current owner





104



105

### Asiru Olatunde (Nigerian, 1918-1993)

Celebration signed 'ASIRU OLATUNDE OSOGBO' (lower centre) repoussé aluminium panel 90.5 x 48.5cm (35 5/8 x 19 1/8in). £1,000 - 1,500 €1,200 - 1,800

### 105

### Asiru Olatunde (Nigerian, 1918-1993)

Tree of life signed 'ASIRU OLATUNDE OSOGBO' (lower centre) repoussé aluminium panel 90.5 x 61cm (35 5/8 x 24in). £1,000 - 1,500 €1,200 - 1,800

### 106

### Ladi Kwali (Nigerian, circa 1925-1984)

Glazed pot decorated with small creatures stamped with initials 'LK' to base stoneware 37 x 37cm (14 9/16 x 14 9/16in).

£2,500 - 3,500 €2,900 - 4,100

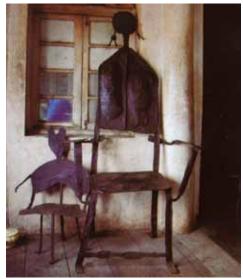
### PROVENANCE:

Acquired directly from the artist via an introduction by Michael Cardew, Nigeria, 1960s

Thence by direct descent to the current owner



The artist at work



Ogunyemi chairs at Susanne Wenger's residence

107 W Ajibike Ogunyemi (Nigerian, born 1941) Throne iron 144 x 70cm (56 11/16 x 27 9/16in). £3,000 - 5,000 €3,500 - 5,800

PROVENANCE:

Acquired directly from Susanne Wenger in Oshogbo, circa 1995 A private collection

Susanne Wenger held a large collection of metalwork by Ogunyemi which was prominently displayed around her residence on lbokun Road, Oshogbo. Ogunyemi was an important member of the New Sacred Arts Movement and constructed chairs made from scrap iron depicting the Yoruba deities of the Osun Groves.

### BIBLIOGRAPHY:

N. Saunders, Susanne Wenger, her house and her art collection, (Lagos, 2006)





108
Frédéric Bruly Bouabrè (Ivorian, born 1921)
Legend
each signed and dated (verso)
pen and ink and wax pastel
each 19.5 x 14.5cm (7 11/16 x 5 11/16in). (12)

£5,000 - 8,000 €5,900 - 9,400





### 109\*

### Frédéric Bruly Bouabré (Ivorian, born 1921)

Four drawings each signed and dated (verso) pen and ink and wax pastel each 19 x 14cm (7 1/2 x 5 1/2in). (4) unframed

£2,000 - 3,000 €2,400 - 3,500

### 110\*

### Frédéric Bruly Bouabré (Ivorian, born 1921)

Four drawings each signed and dated (verso) pen and ink and wax pastel each 15 x 10.5cm (5 7/8 x 4 1/8in). (4) unframed £1,500 - 2,000 €1,800 - 2,400

111

Uzo Egonu (Nigerian, 1931-1996)

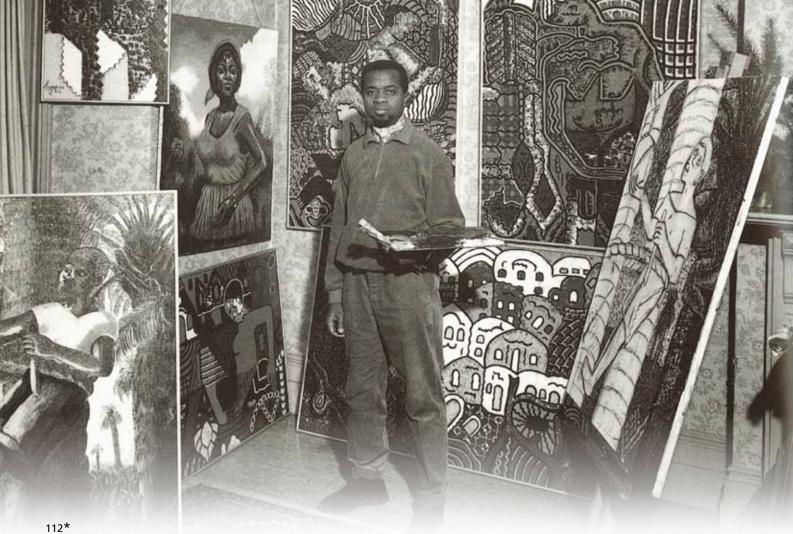
Still life signed 'Egonu / 65' (upper left) oil on canvas 101 x 60cm (39 3/4 x 23 5/8in). £2,000 - 3,000

£2,000 - 3,000 €2,400 - 3,500





111



### Uzo Egonu (Nigerian, 1931-1996)

'Dancers'

signed and dated 'Egonu '64' (upper right), bears artist's studio label with title (verso)

oil on canvasboard

121 x 90cm (47 5/8 x 35 7/16in).

£3,000 - 5,000 €3,500 - 5,900

### PROVENANCE:

Acquired directly from the artist by Dr John Akar, Sierra Leone ambassador to the United States, circa late 1960s Thence by descent to the current owner

### LITERATURE

O. Oguibe, *Uzo Egonu: An African Artist in the West*, (London, 1995), illustrated in a photograph of the artist in his studio, p. 10

Born in the city of Onitsha on the bank of the Niger river, Uzo Egonu's artistic talent was revealed from an early age under severable significant mentors. He was sent to study in England at the age of 13, and would end up spending fifty-one years in Europe, the majority of them in London. His unique perception of the metropolis would later be immortalised in the Museum of London's 2004-5 exhibition *Uzo Egonu's London*.

The current lot reflects the artist's preoccupation in the period from 1963 to 1964 with exploring African masks and musical instruments as a representation of African culture. For Egonu, the mask functions as both a symbol of African tradition and a reminder of the influence of African masks on European modernism.

Dancers also features the thick lines and experimentation with texture and space typical of this period in Egonu's oeuvre. As Olu Oguibe describes, works of this period "reveal a deliberately limited palette of very basic, often earth colours, defined by a broad symbolic essence: blue, yellow and rock burnt sienna, all of which are related to the specific environment they evoke, but more importantly belong to the palette of wall painters from the artist's Igbo culture". Moreover, there is a palpable sense of rhythm in the work, as if various instruments — distinct, yet sonically interveaving to create overall harmony — are being evoked through brushwork and pattern.

As a diasporic artist, Egonu was informed by the aesthetic and thematic influences of both Africa and Europe; resolutely figurative in his approach, he masterfully navigated the possibilities of abstraction and the pleasures of line, colour, pattern and texture as independent pictorial elements. Egonu "described his synthesis of formal principles from the cultures of his origin and those from modernist precedents as footprints, and likened his career as an artist to the progress of a mountaineer, with challenges as an expatriate [and] a colonial in the centre of Empire..."

Okwui Enwezor has in turn suggested of the artist's legacy that "like a mountaineer, he left his footprints on postwar British art by introducing a privileged understanding of those non-European sources which shaped its origins and informed his own individual style".

### **BIBLIOGRAPHY**:

O. Enwezor, ""Footprints of a Mountaineer": Uzo Egonu and Black Redefinition of Modernism", *The Culture Game*, (Minneapolis, 2004), pp.60-72, p.71

O. Oguibe, *Uzo Egonu: An African Artist in the West*, (London, 1995), p.54

**Above:** The artist in his London studio, with 'Dancers' on display behind him Image reproduced by kind permission of Mrs Hiltrud Egonu.







Secretary and Secretary Secretary Secretary

113



### 113\*

### Bruce Onobrakpeya (Nigerian, born 1932)

'Lamen

signed and dated '1960 / Bruce Onobrakpeya' (lower right), numbered, titled and inscribed '4/30 Lament (metal base)' (lower left) and inscribed 'Deep Etching' (centre) metal foil deep etching

60.5 x 45.5cm (23 13/16 x 17 15/16in).

£3,000 - 5,000 €3,500 - 5,900

### 114

### Bruce Onobrakpeya (Nigerian, born 1932)

'Atete Gwre Ighoro-o' (Village Gate) signed and dated 'ONOBRAKPEYA / 1983' (lower right), titled and numbered 'ATETE GWRE / IGHORO-0 / 20/30' (lower left) metal foil relief

85.5 x 62.5cm (33 11/16 x 24 5/8in).

£2,000 - 3,000 €2,400 - 3,500

### LITERATURE:

S. Quel (ed.), *Bruce Onobrakpeya: Symbols of Ancestral Groves*, (Lagos, 1985), another edition illustrated cat.115

### 115\*

### Bruce Onobrakpeya (Nigerian, born 1932)

'Okpo Mbre' (Masquerade)

signed and dated 'ONOBRAKPEYA / 1977' (lower right); inscribed with title and numbered '4/30 / OKPO MBRE' (lower left) metal foil deep etching

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

£3,000 - 5,000 €3,500 - 5,900

115



### 116 W

### Bruce Onobrakpeya (Nigerian, born 1932)

'Onobrak vignettes'

inscribed with title and numbered '1/15' (lower left); signed with initials, dated, and further signed 'BO / 1984 / Onobrakpeya' (lower right) plastograph

114 x 243cm (44 7/8 x 95 11/16in).

£2,000 - 3,000 €2,400 - 3,500

### 117

### Prof. Ablade Glover (Ghanaian, born 1934)

Field of blooms signed 'glo / 85' (lower centre left) oil on canvas 101.5 x 76.5cm (39 15/16 x 30 1/8in). unframed

£2,000 - 3,000 €2,400 - 3,500



117



118\*
Ben (Benedict Chukwukadibia) Enwonwu, M.B.E (Nigerian, 1917-1994)
'Anyanwu'
bronze
91cm (35 13/16in) high (excluding base)
£50,000 - 80,000
€59,000 - 94,000

PROVENANCE: A private collection

Painted the year after Enwonwu completed his studies in Britain and returned to Nigeria as Art Supervisor in the Information Services Department of the Colonial Office, *Woman on a forest path* reflects Enwonwu's return to the familiar Nigerian landscape.

In the current lot, Enwonwu pays homage to the "sacred groves in his [representation] of the tropical rain forest", revelling in its "verdant foliage". As art historian Sylvester Ogbechie explores, in the late 1940s and 1950s, depictions of indigenous rituals, local industry and significant landscapes were central to the intellectual and aesthetic exploration of an emergent nationalist identity.

### LITERATURE:

S. Ogbechie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), another version illustrated fig.4.3 and fig.4.4 B. Lawal, 'After an imaginary slumber: visual and verbal imagery of "awakening" in Africa', *Word & Image: A Journal of Verbal/Visual Enquiry*, (volume 26, number 4, 2010), another version illustrated p.423 O. Offoedu-Okeke, *Artists of Nigeria*, (Milan, 2012), another version illustrated p.57

A small-scale version of the famous work mounted on the façade of the National Museum in Onikan, Lagos, the current lot is one of Enwonwu's most significant sculptures. The title *Anyanwu* (eye of the sun) invokes the Igbo practice of saluting the rising sun as a way to honour ChiUkwu, the Great Spirit: in some instances (for example in the small *Anyanwu* bronze in the Royal Collection at Buckingham Palace), the work is titled *Rising Sun*.

Enwonwu's *Anyanwu* is commonly cited as among the artist's most accomplished works, not only formally but also in terms of its positioning in Nigerian cultural history. The noble figure, with its lithe bronze torso arising as if from the earth, is considered the pre-eminent expression of what Sylvester Ogbechie describes as "the aspirations of the Nigerian nation and Enwonwu's personal intercession for its survival and growth".

The sinuous bronze form is a masterwork of sculpture. The figure represented in *Anyanwu* is the powerful Igbo earth goddess Ani. In his depiction of the goddess, Enwonwu extends his exploration of the spiritual and elemental facets of womanhood – a theme prominent throughout his career. Here, he is informed by idealised Edo Queen Mother portraits for the head, while for the elongated body, which narrows from torso to pointed base, he draws on the stylisation of ancient Igbo wood carving. For Enwonwu, these precedents were integral to the creation of an indigenous modernism. Babatunde Lawal, who has written extensively on art reflecting an African "awakening" (in contrast to dominant western representations of the "slumbering" continent), suggests that in *Anyanwu* the artist's adherence to ancient traditions, allied to both a personal vision and a modern national spirit, produces an artwork which is truly iconic.

Enwonwu has said the following of the sculpture: "My aim was to symbolise our rising nation. I have tried to combine material, crafts, and traditions, to express a conception that is based on womanhood – woman, the mother and nourisher of man. In our rising nation, I see the forces embodied in womanhood; the beginning, and then, the development and flowering into the fullest stature of a nation – a people! This sculpture is spiritual in conception, rhythmical in movement, and three dimensional in its architectural setting – these qualities are characteristic of the sculpture of my ancestors."

The first *Anyanwu* sculpture (1954-5), made for the National Museum, Lagos, was so popular that another was commissioned for the United Nations headquarters in New York (1961). Moreover, a smaller version, including the current lot, was cast in a small number from two different molds. The present version, likely dated to 1975, appears in several major public and private collections, often demonstrating variations in the patina of the bronze, or slightly different finishing details in the arms and length of the well-known "chicken beak" coiffure.

### **BIBLIOGRAPHY**:

S. Ogbechie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), p.130-1; p.128-30

B. Lawal, 'After an imaginary slumber: visual and verbal imagery of 'awakening' in Africa', Word & Image: A Journal of Verbal/Visual Enquiry, (volume 26, number 4, 2010), p.422





### 119

# Ben (Benedict Chukwukadibia) Enwonwu, M.B.E (Nigerian, 1917-1994)

Woman on a forest path signed and dated 'BEN ENWONWU / 1949' (lower right) oil on canvas 66 x 84.5cm (26 x 33 1/4in). £15,000 - 30,000

£15,000 - 30,000 €18,000 - 35,000

### PROVENANCE:

Purchased directly from the artist by the current owner's uncle Thence by descent to the current owner

Painted the year after Enwonwu completed his studies in Britain and returned to Nigeria as Art Supervisor in the Information Services Department of the Colonial Office, *Woman on a forest path* reflects Enwonwu's return to the familiar Nigerian landscape.

In the current lot, Enwonwu pays homage to the "sacred groves in his [representation] of the tropical rain forest", revelling in its "verdant foliage". As art historian Sylvester Ogbechie explores, in the late 1940s and 1950s, depictions of indigenous rituals, local industry and significant landscapes were central to the intellectual and aesthetic exploration of an emergent nationalist identity.

### BIBLIOGRAPHY:

S.O. Ogbechi, Ben Enwonwu: The Making of an African Modernist, (Rochester, 2008), p.91

### 120

### Erhabor Emokpae (Nigerian, 1934-1984)

Sisters (a pair) carved wood
15 x 8 x 44cm (5 7/8 x 3 1/8 x 17 5/16in). (2)
£4,000 - 6,000
€4,700 - 7,100

### PROVENANCE:

Acquired in Lagos circa 1965 A private collection

### 121

### Erhabor Emokpae (Nigerian, 1934-1984)

Enugu

signed and dated 'EMOKPAE / 58' (lower left); bears label inscribed 'Enugu. NIGERIA 1960' (verso)

oil on canvas

35 x 58.5cm (13 3/4 x 23 1/16in).

£3,000 - 5,000 €3,500 - 5,900

Located in south-eastern Nigeria, Enugu is the capital city of Enugu State.







### 122\* Prof. Uche Okeke (Nigerian, born 1933)

signed and dated 'C.Uche.Okeke / 1959' (lower left); signed, dated and inscribed 'C.Uche.Okeke / 1959 / KAFANCHAN - NIGER' (verso) oil on board

91.5 x 61cm (36 x 24in).

unframed

£12,000 - 18,000

€14,000 - 21,000

### PROVENANCE:

Acquired directly from the artist by the current owner in June 1960 whilst on a Catholic mission trip to Kafanchan, Nigeria

### 123\*

### Prof. Uche Okeke (Nigerian, born 1933)

Self portrait

signed and dated 'C.Uche.Okeke / 1959' (lower left)

oil on board

92.3 x 60.7cm (36 5/16 x 23 7/8in).

unframed

£12,000 - 18,000

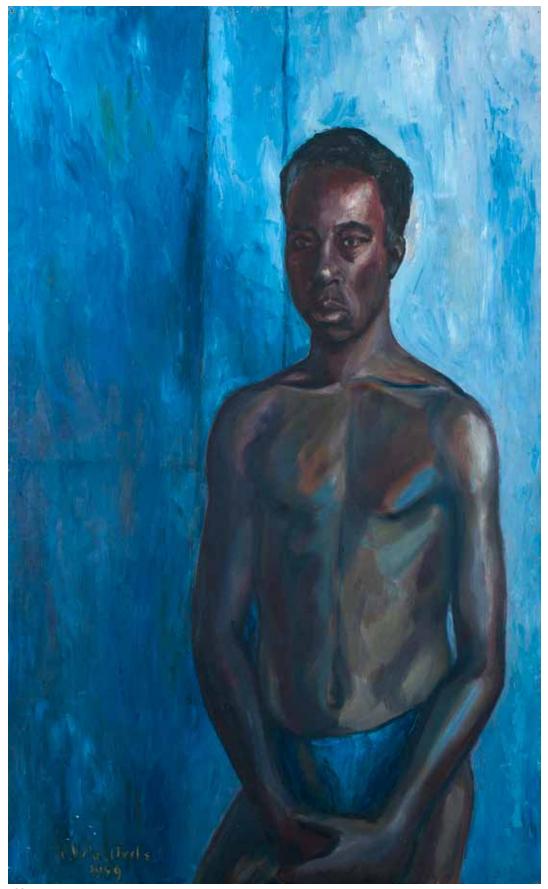
€14,000 - 21,000

### PROVENANCE:

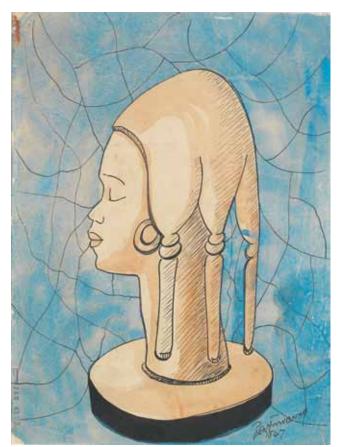
Acquired directly from the artist by the current owner in June 1960 whilst on a Catholic mission trip to Kafanchan, Nigeria

A portrait of the artist as a young man, this early work was completed soon after Okeke – along with Bruce Onobrakpeya, Demas Nwoko and Yusef Grillo – founded the Zaria Arts Society. The society explored indigenous arts as a springboard for contemporary practice, a philosophical principle which Okeke formally articulated as "Natural Synthesis" and which was extreamely influential.

In this compelling portrait, the artist is strongly outlined against the blue backdrop, which lends a melancholy air to the piece. Blue highlights in the skin integrate figure and ground, however, to unite the composition formally.









### 124\*

### Prof. Uche Okeke (Nigerian, born 1933)

'African Art'

signed 'C.Uche.Okeke' (lower right) and inscribed with title 'AFRICAN ART' (upper right)

watercolour and wax resist

54 x 33.5cm (21 1/4 x 13 3/16in).

£2,000 - 3,000

€2,400 - 3,500

### 125\*

### Prof. Uche Okeke (Nigerian, born 1933)

Head study

signed and dated 'C.Uche.Okeke / Dec. 1958' (lower right)

watercolour

24 x 13.5cm (9 7/16 x 5 5/16in).

£2,000 - 3,000

€2,400 - 3,500

### 126

# Ben (Benedict Chukwukadibia) Enwonwu, M.B.E (Nigerian, 1917-1994)

Study of a carved female figure

signed and dated 'Ben Enwonwu / 1947' (lower right)

watercolour

37 x 27cm (14 9/16 x 10 5/8in).

£2,500 - 3,500

€2,900 - 4,100

This work includes a newspaper clipping enclosed in the frame (verso), inscribed 'Independent 16/2/94', titled 'Ben Enwonwu' by Chuck lloegbumam' and featuring a photograph of Enwonwu working on a sculpture.





128

### 127 W

Erhabor Emokpae (Nigerian, 1934-1984)

Dialogue

signed and dated 'emokpae '70' (lower right); bears inscription 'DIALOGUE / ERHABOR EMOKPAE' (to label verso) oil on board

40.5 x 168cm (15 15/16 x 66 1/8in).

£4,000 - 6,000 €4,700 - 7,100

#### 128\*

Chief Zacheus Olowonubi Oloruntoba (Nigerian, born 1934)

Transformation of Animals to Human Form Giving Protection with Harmony & Happiness (Part II) signed and dated '90' (lower left) silk thread on canvas 82.5 x 178cm (32.5 x 70 1/16in).

unframed and unstretched

£2,000 - 3,000 €2,400 - 3,500

PROVENANCE:

The collection of Walter C. Carrington, US Ambassador to Nigeria (1993-1997)

# 129<sup>†</sup>W

# Ben (Benedict Chukwukadibia) Enwonwu, M.B.E (Nigerian, 1917-1994)

Seven wooden sculptures commissioned by the *Daily Mirror* in 1960 each signed and dated
African hardwood
£80,000 - 120,000
€94,000 - 140,000

#### PROVENANCE:

Commissioned from the artist by the *Daily Mirror* in 1960 Mirror Group Newspapers



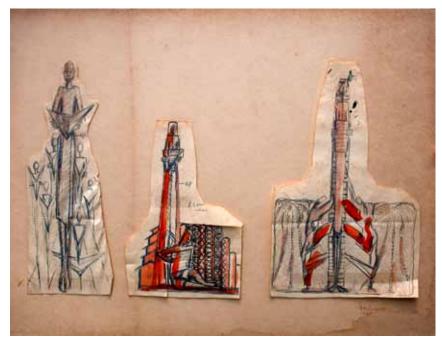
Figure 1: 117 x 72 x 60cm (46 1/16 x 28 3/8 x 25 5/8in). signed and dated 'B.E. 1961' (to lower back)

Figure 2: 160 x 90 x 40cm (63 x 35 7/16 x 15 3/4in). signed and dated 'B.E. 1961' (to back of left leg)

Figure 3: 174 x 96 x 45cm (68 1/2 x 37 13/16 x 17 11/16in). signed and dated 'B.E. 1961' (to left arm)



Figure 4: 227 x 95 x 45cm (89 3/8 x 37 3/8 x 17 11/16in). signed and dated 'BEN ENWONWU 1961' (to right leg) Figure 5: 185 x 90 x 45cm (72 13/16 x 35 7/16 x 17 11/16in). signed and dated 'B.E.61' (to left pocket) Figure 6: 187 x 32 x 20cm (73 5/8 x 12 5/8 x 7 7/8in). signed and dated 'BEN ENWONWU 1961' (to right side of newspaper) Figure 7: 165 x 53 x 35cm (64 15/16 x 20 7/8 x 13 3/4in). signed and dated 'BEN ENWONWU / 1961' (to stool)





Enwonwu's sketches for the commission

The sculptures installed in the office forecourt (detail)

On the basis of the success of Enwonwu's *Anyanwu*, and the artist's growing international profile (catalysed by his recently-completed sculpture of Queen Elizabeth II), in 1960 the *Daily Mirror* newspaper commissioned the artist to produce a series of sculptures for their extensive new London headquarters in Holborn (to which they moved in 1961).

For Mirror IPC, it was important that the commission embody and represent its global audience. Enwonwu's sketches for the commission, published here, reveal his exploration of a number of conceptual and formal strategies for a sculptural installation which would both invoke the role and reach of the *Daily Mirror* and respond to the scale of the office complex, while also extending the artist's aesthetic agenda. All contain a prominently vertical thrust, a fusion of modernity and monumentality, but the design ultimately selected was the one that offered the most humanistic vision: a host of newspaper-bearing figures, which can be arranged in varying constellations to suggest differing dialogues or relationships.

Each of the seven figures bears a vivid expression, differing posture and unique details. The five standing figures are predominantly sculpted with the attenuated features and stylised bodies of ancient Igbo wood carvings, and the narrowing from torso to base familiar from *Anyanwu*. Together the group accrues an almost sacred quality, in which the spread pages of the broadsheet in the figures' hands read as hymnbooks, or wings.

Of the works, the artist stated in a newspaper interview on September 6, 1961: "I have tried to represent the wings of the *Daily Mirror*, flying news all over the world... The group forms a sort of chorus. It is almost a religious group. All art, I believe, has a religious feeling – a belief in humanity."



"Flying news all over the world" – detail of three of the sculptures

Installed in the forecourt of the *Daily Mirror* offices, the sculptures drew crowds of visitors, who were able to walk among the individual figures, becoming part of the scene. The works garnered high praise and led to the artist's appearance in a BBC interview.

Wooden sculpture represents a key component of Enwonwu's artistic legacy, uniting ancient wood carving traditions and contemporary practice. Onyema Offoedu-Okeke remarks that the artist, who used an adz inherited from his father for all his wood sculpture, had a remarkable "facility" with the medium, making him one of the most significant international sculptors of his generation.

# BIBLIOGRAPHY:

O. Offoedu-Okeke, *Artists of Nigeria*, (Milan, 2012), p.48 S. Ogbechie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), pp.131-2

'When News Takes Wings', Daily Mirror, (6 September, 1961), p.3



Enwonwu at work on the Daily Mirror commission





#### 130

Bruce Onobrakpeya, Metal foil relief, Aro Ezomo Agban (10/10)

'Aro Ezomo Agban'

signed 'ONOBRAKPEYA' (lower right) and dated '1982' (lower left); inscribed 'AP / 10/10 / ARO EZOMO AGBAN' (lower left) metal foil relief

137 x 50.5cm (53 15/16 x 19 7/8in).

£2,000 - 3,000 €2,400 - 3,500

# Bruce Onobrakpeya (Nigerian, born 1932)

signed 'B / ONOBRAKPEYA / 1984' (lower right) and inscribed '16 /30 / ETON' (lower left)

metal foil relief print

55 x 74cm (21 5/8 x 29 1/8in).

£1,500 - 2,000 €1,800 - 2,400

#### LITERATURE:

S. Quel (ed.), Bruce Onobrakpeya: Symbols of Ancestral Groves, (Lagos, 1985), another edition illustrated cat.216



#### 132\*

#### Bruce Onobrakpeya (Nigerian, born 1932)

'Peace, Health, Long Life And Wealth (Ufuoma, Omakpokpo, Otovwe & Idolo)'

inscribed with title and numbered '3/7' (lower left margin); inscribed 'additive plastograph' (lower centre margin); signed and dated 'Bruce Onobrakpeya / Lagos March 1999' (lower right margin) additive plastograph

68.5 x 89cm (26 15/16 x 35 1/16in) (image size).

£5,000 - 8,000 €5,900 - 9,400 "Bruce Onobrakpeya's artistic influences are as varied as his knowledge and appreciation of Nigeria's many physical environments and the cultures of the people who live there... Onobrakpeya is an artistic inventor and experimenter, constantly on the lookout for new technologies and techniques. He is also a passionate defender of the natural environment, which sets up a dynamic tension in his work."

#### BIBLIOGRAPHY:

C. Spring, Angaza Afrika: African Art Now, (London, 2008), p.246







#### 133 Bruce Onobrakpeya (Nigerian, born 1932) A set of three metal foil reliefs

1.'Emoivobo/Beroma', 1983

signed and dated 'ONOBRAKPEYA/ 1983' (lower right); numbered and inscribed with title '12/30 EMIOVBO/BEROMA' (lower left) 2. 'Arom Ezomo Agban', 1982 (lower right)

signed and dated 'ONOBRAKPEYA/ 1982' (lower right); numbered and inscribed with title 'AROM EZOMO AGBAN / AP 7/9' (lower left) 3. 'Aro Oloku / Emetore', 1984

signed and dated 'ONOBRAKPEYAV 1984' (lower right); numbered and inscribed with title'3/30 ARO OLOKU/ EMETORE' (lower left)

each signed, dated, numbered and titled metal foil relief

138 x 49.5cm (54 5/16 x 19 1/2in); 137.5 x 50cm (53 15/16 x 19 11/16in); 140 x 50.5cm (55 1/8 x 19 7/8in)

£4,500 - 6,000 €5,300 - 7,100

#### Bruce Onobrakpeya (Nigerian, born 1932)

A set of three metal foil reliefs

1.'Aro ogua omorovba', 1984

signed and dated '1984 / ONOBRAKPEYA' (lower right); numbered and inscribed with title '2/30 ARO OGUA OMOROVBA' (lower left) 2.'Aro ogua omonedo', 1985

signed and dated '1985 / ONOBRAKPEYA' (lower right); numbered and inscribed '1/30 ARO OGUA/ OMONEDO' (lower left)

3.'Aro ogua orise III', 1984

signed and dated '1984 ONOBRAKPEYA' (lower right); numbered and inscribed '2/30 ARO OGUA ORISE III' (lower left)

each signed, dated, numbered and titled metal foil relief each 51.5 x 137cm (20 1/4 x 53 15/16in). (3)

one unframed

£4,500 - 6,000 €5,300 - 7,100







135
Yusuf Adebayo Cameron Grillo (Nigerian, born 1934)
The Mourners
oil on canvas
75.5 x 49cm (29 3/4 x 19 5/16in).
£15,000 - 20,000
€18,000 - 24,000

PROVENANCE:

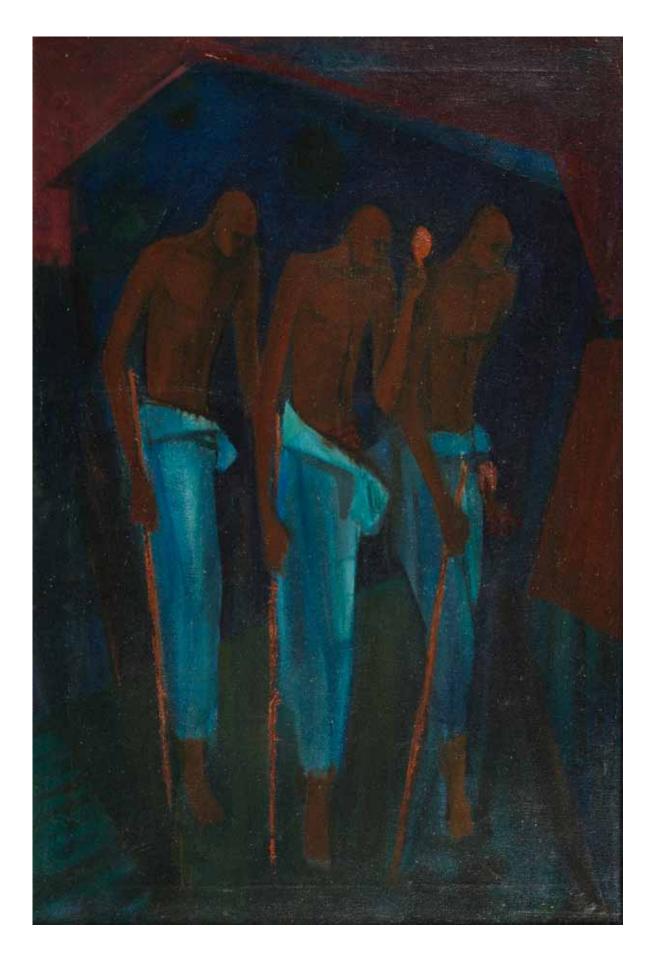
Acquired in Lagos, Nigeria circa 1965 A private collection

As one of the principle figures in contemporary Nigerian art, Yusuf Adebayo Grillo has made significant contributions to modern Nigerian art practice and education. Grillo considers himself to be primarily a painter. However, he is adept in a number of other artistic disciplines, particularly those with a grand architectural influence such as sculpture, mosaic and stained glass. His ability in these media has in turn influenced his painting style, such that the composition in his paintings is commonly likened to that of stained glass window work.

The Mourners is characterised by the delicate rendering of "figures illuminated by shades of blue, purple and white... The colours transform them into religious deities, suffering saints", reinforced by the rhythmic repetition of their bowed heads and bodies hunched over in lament. As a whole, the work exudes a palpable sense of spirituality. As is common in Grillo's work, these figures are "imbued with human frailties, the frame of reference being tough challenges inherent in urban living".

#### **BIBLIOGRAPHY**:

C. Dike & P. Oyelola, *Master of Masters. Yusuf Grillo: His Life and Works*, (Nigeria, 2006), p.110; p.113





#### 136 George Lilanga di Nyama (Tanzanian, 1934-2005)

Village party signed 'Lilanga' (lower right) acrylic on canvas 140 x 300cm (55 1/8 x 118 1/8in). unframed and unstretched

£2,500 - 3,500 €2,900 - 4,100

As a Makonde, Lilanga's work is strongly informed by the mapico dance and associated sculpture, and is characterised by movement in space, caricature and social criticism. In the early 1970s, he moved to Dar es Salaam and became associated with the newly-founded Nyumba ya Sanaa cultural centre. From there, he flourished as an artist, exhibiting throughout the world.

In 1978, Lilanga participated in a collective exhibition of African artists in Washington DC. Lilanga is widely considered to have had an impact on the young American graffiti artists, including Keith Haring who acknowledged him as a significant influence.

The artist has said of his work: "All my art, from sculpture to drawing and painting, is related to the people who surround me because these people are part of daily life and activity. The most important thing, something that makes my work easier to understand, is that all my art must be seen as an expression of my happiness."

#### **BIBLIOGRAPHY**:

E. Mascelloni (ed.), George Lilanga, (Milan, 2005), p.23

#### 137\* W

#### George Lilanga di Nyama (Tanzanian, 1934-2005)

'Wana kijiji wana lubi kisimani kuchoia maji' signed 'Lilanga' (lower centre); inscribed with title (verso) acrylic on canvas 136 x 188cm (53 9/16 x 74in). unframed

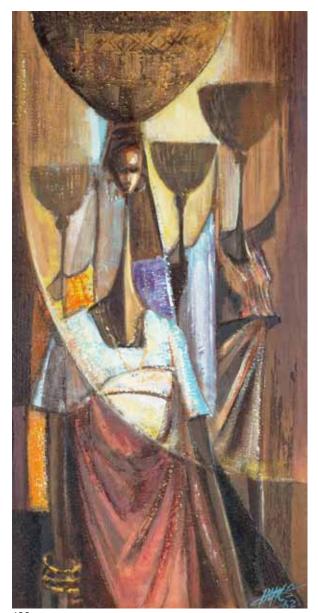
£4,000 - 6,000 €4,700 - 7,100

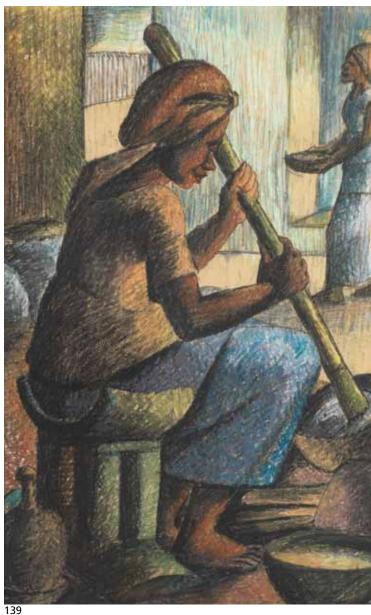
Lilanga populates his paintings with shetani spirits in motion, depicted in bold colours and busy compositions. "[Conjuring] up imaginary forceful characters", says Alvia Wardlow, Lilanga "takes us on fantastic journeys through fantastic terrain".

#### **BIBLIOGRAPHY**:

A. Wardlow, 'Always Something New: An Africa-American Response to Contemporary African Culture', in Magnin et al, *African Art Now: Masterpieces from the Jean Pigozzi Collection*, (London, 2005), p.51







138 Chuks Anyanwu (Nigerian, born 1937)

'Fulani Milksellers'

signed and dated '62' (lower right) and bears sticker with title (lower centre of frame)

oil on canvasboard

106 x 61cm (41 3/4 x 24in).

£2,000 - 3,000 €2,400 - 3,500

# 139

# Kofi Antubam (Ghanaian, 1922-1964)

'An Akan girl preparing etew'

bears gallery label with inscription 'AN AKAN GIRL PREPARING ETEW (STIFFENED PORRIDGE) / BY KOFI ANTUBAM / 1950', (verso) pastel

. 51 x 32cm (20 1/16 x 12 5/8in).

£1,000 - 1,500 €1,200 - 1,800

#### PROVENANCE:

Purchased from the Milburn Art Gallery, London, 1950, by *West Africa* weekly news magazine

Presented as a leaving gift to the current owner, once Editor of West Africa



Henry Munyaradzi (Zimbabwean, 1931-1998)

Rabbit signed 'HENRY' (to base) steatite 10.5 x 18 x 8cm (4 1/8 x 7 1/16 x 3 1/8in.) £1,000 - 1,500

# 141

€1,200 - 1,800

# Henry Munyaradzi (Zimbabwean, 1931-1998)

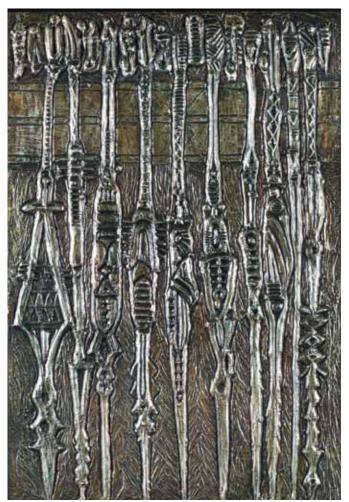
Old woman in a blanket signed 'HENRY' (to base) steatite 68cm (26 3/4in.) high £1,000 - 1,500 €1,200 - 1,800

A self-taught Shona sculptor, Munyaradzi, known simply as "Henry", gained international recognition as "a magician, a sage who knows how to find the essential and is, therefore, able to translate the essence of any being or spirit into stone".

### BIBLIOGRAPHY:

O. F. Sultan, Life in Stone: Zimbabwean Sculpture – Birth of a Contemporary Art Form, (Harare, 1994)







142\* Bruce Onobrakpeya (Nigerian, born 1932)

'lbiokpo'

signed and dated 'ONOBRAKPEYA / 98' (lower right) and titled and numbered 'IBIOKPO / 22/30'

plastograph

86 x 60cm (33 7/8 x 23 5/8in).

£2,000 - 3,000 €2,400 - 3,500

143 W

# Prince Twins Seven-Seven (Nigerian, born 1944)

'Shango and his festival'

indistinctly signed 'Twins Seven-Seven' (lower left); inscribed and dated 'Shango and the worshipers, 1988' (lower left)

mixed media on panel

245.5 x 122.5cm (96 5/8 x 48 1/4in).

£2,000 - 3,000 €2,400 - 3,500

Shango (or Sango) is the Yoruba god of thunder. His annual festival lasts for approximately twenty days in July, during which sacrifices are made at his shrine. On the final day, the Shango priest becomes possessed by the god and gains magical powers. A procession then follows him to the Oba's palace where there is feasting and dancing.

Prince often depicts Shango in his work. A comparable composition is seen in the batik *Sango and Traditional Musicians, 1994* (illustrated in Glassie 2010, p.369).

#### **BIBLIOGRAPHY**:

H. Glassie, *Prince Twins Seven-Seven: His Art, His Life in Nigeria, His Exile in America*, (Bloomington, 2010), pp.368-9







144

## Malangatana Valente Ngwenya (Mozambican, 1936-2011)

Figure and creature studies

one signed and dated 'Malangatana / 1969' (lower right); the other two signed and dated '8-6-65 / Malangatana' (lower left)

one 43 x 30cm (16 15/16 x 11 13/16in); the other two 43.5 x 43.5cm (17 1/8 x 17 1/8in) (3)

unframed

£1,200 - 1,800 €1,400 - 2,100

#### 145\*

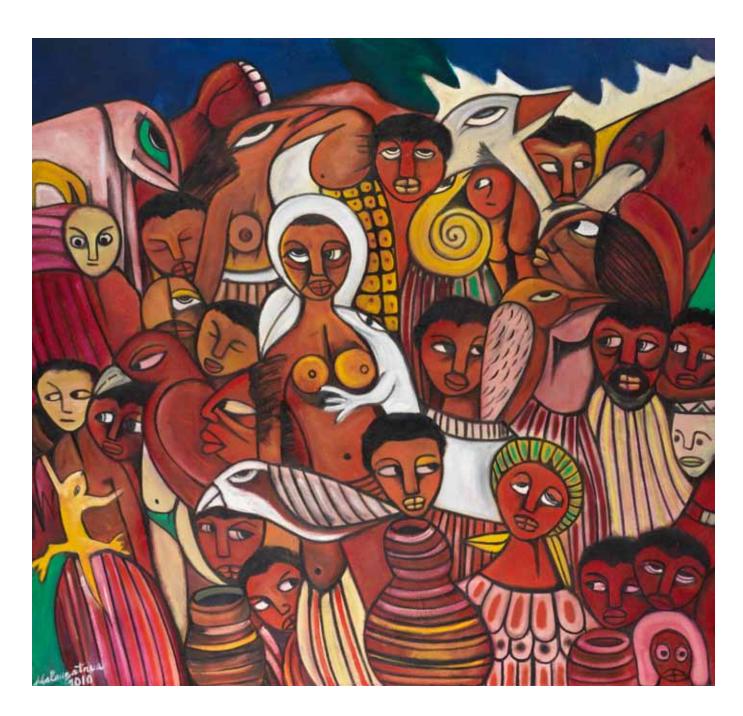
# Malangatana Valente Ngwenya (Mozambican, 1936-2011)

Creatures of the night signed and dated '92 / Malangatana' (lower right) felt-tip pen and ink wash 21 x 14.5cm (8 1/4 x 5 11/16in). unframed

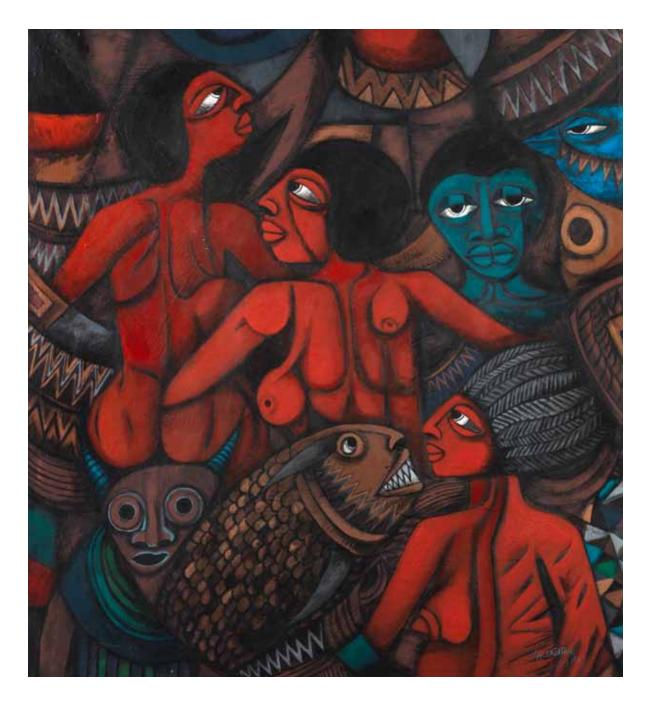
£1,000 - 1,500 €1,200 - 1,800



145



Malangatana Valente Ngwenya (Mozambican, 1936-2011) Human and animal forms signed 'Malangatana / 2010' (lower left) oil on canvas 136 x 142cm (53 9/16 x 55 7/8in). unframed £4,000 - 6,000 €4,700 - 7,100



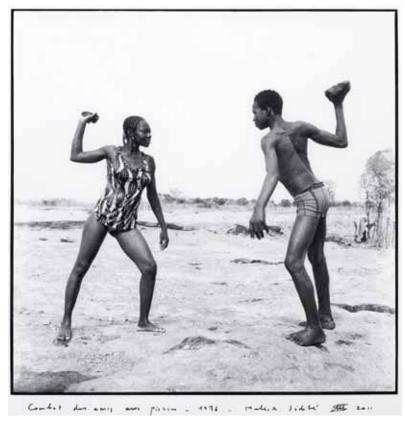
Malangatana Valente Ngwenya (Mozambican, 1936-2011)
'A danca na aldeia depois da pesca'
signed 'MALANGATANA / 1987' (lower right), bears title (verso) and
further signed and dated 'Malangatana / 1987' (verso)
oil on canvas
139.5 x 129cm (54 15/16 x 50 13/16in).
unframed
£4,000 - 6,000
€4,700 - 7,100



148 W
Okpu Eze (Nigerian, born 1934)
Maiden
signed and dated 'OKPU EZE / 87' (to back)
ebony
147cm (57 7/8in) high (excluding base)
£5,000 - 8,000
€5,900 - 9,400



149 W
Okpu Eze (Nigerian, born 1934)
Gather
signed and dated 'OKPU / 86' (to back)
teak
172cm (67 11/16in) high (excluding base)
£5,000 - 8,000
€5,900 - 9,400



150







151

# 150 Malick Sidibé (Malian, born 1935)

'Combat des amis avec pierres'

titled, dated and signed 'Combat des amis avec pierres - 1976 - Malick Sidibé 2011' (to lower margin)

silver gelatin print

35.5 x 35.5 cm (14 x 14in) (image size)

£2,000 - 3,000 €2,400 - 3,500

#### 151

# Malick Sidibé (Malian, born 1935)

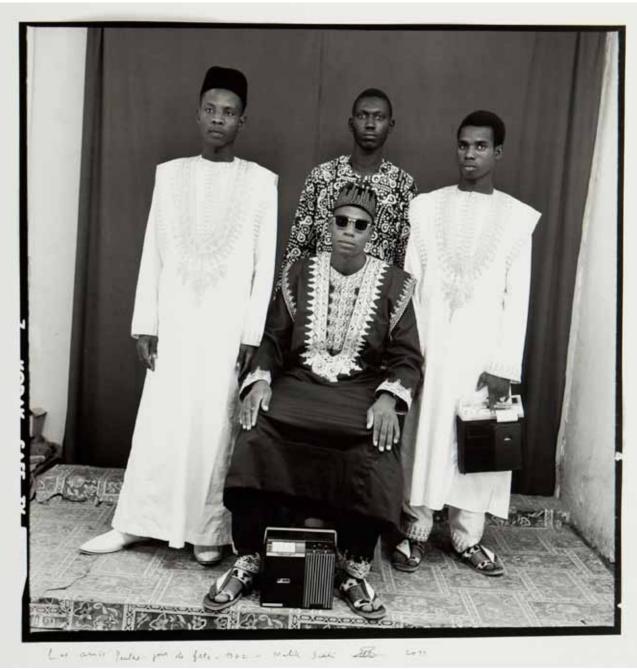
A set of three photographs

- 1. 'Yokoro, 1970'
- 2. 'Danseur Mérengué, 1964'
- 3. 'Les deux soeurs en même tenue, 1977'

each titled, signed and dated 'Malick Sidibé 2011' (to lower margin) silver gelatin print

21 x14cm (8 1/4 x 5 1/2in); 21 x 21cm (8 1/4 x 8 1/4in); 37 x 37cm (14 9/16 x 14 9/16in) (image size)

£2,000 - 3,000 €2,400 - 3,500



#### 152 Malick Sidibé (Malian, born 1935)

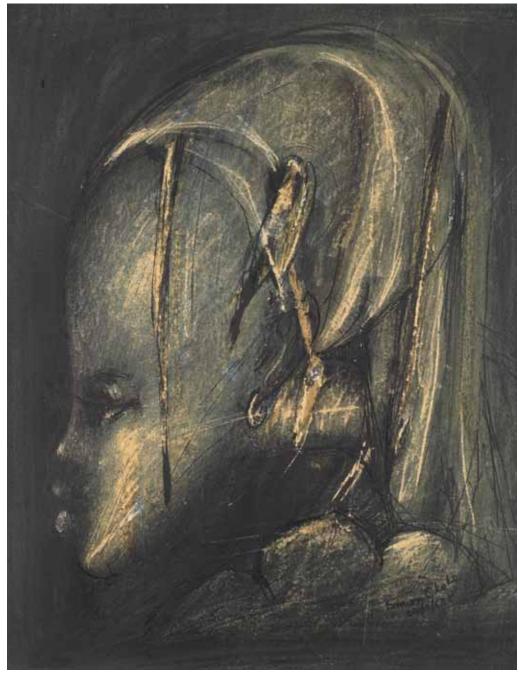
'Les amis Peulhs. jour de fête' titled, signed and dated 'Les amis Peulhs. jour de fête - 1964 - Malick Sidibé 2011' (to lower margin)

silver gelatin print

89 x 87.5cm (35 1/16 x 35 7/16in). (image size)

£4,000 - 6,000 €4,700 - 7,100 Shortly after studying at the School of Sudanese Craftsmen in Bamako, Malick Sidibé opened his own studio in the heart of the city, at the epicentre of the social reformation that took place in the '50s and '60s. Every youth wanted to have their portrait taken by "the Eye of Bamako", who would go from one party to the other, capturing the latest new dances and fashions to have arrived from Europe and Cuba. Beyond depictions of individuals and social groups, Sidibé's images of popular culture at this key moment in Mali's history offer an enduring portrait of both time and place.

Sidibé won the Hasselblad Award in 2003. He was awarded the Venice Biennale's Golden Lion lifetime achievement award in 2007. His work is held in the collections of several prominent institutions, including the Metropolitan Museum, MoMA, the Walther Collection, and the Studio Museum, Harlem.



# Simon Okeke (Nigerian, 1937-1969)

'Head of a Girl'

signed and dated 'Simon Okeke 24/2/63' (lower right); bears inscription 'Simon Okeke / Head of A Girl / 15' (verso)

watercolour with scratching out and pen and ink  $38 \times 30.5$ cm (14 15/16 x 12in).

£3,000 - 5,000 €3,500 - 5,900

#### PROVENANCE:

Acquired from the Goethe-Institut, Lagos A private collection

#### 154 Simon Okeke (Nigerian, 1937-1969)

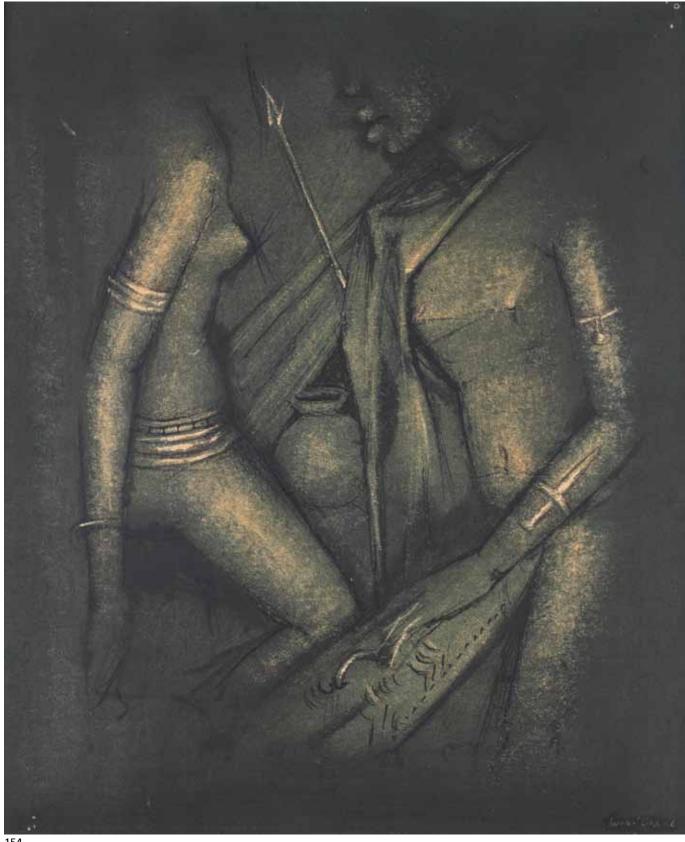
'Off to battle'

signed and dated 'SIMON OKEKE' / 3/7/63' (lower right); bears inscription 'Off to battle / 20' (verso) watercolour with scratching out and pen and ink 29.3 x 24.5cm (11 9/16 x 9 5/8in).

£5,000 - 8,000 €5,900 - 9,400

# PROVENANCE:

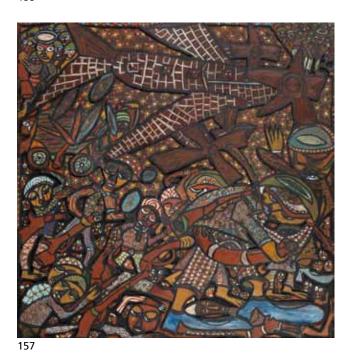
Acquired from the Goethe-Institut, Lagos A private collection







155



155

Henry Lumu (Ugandan, 1939-1989)

Abstract composition signed and dated '62 / H. Lumu.' (lower right) acrylic

34 x 56cm (13 3/8 x 22 1/16in).

£1,000 - 1,500 €1,200 - 1,800

156

Chief Jimoh Buraimoh (Nigerian, born 1943)

'Birds Movement'

signed and dated 'Buraimoh / 1977' (lower right); inscribed with title (verso)

oil and beads on board

61 x 46cm (24 x 18 1/8in).

unframed

£1,200 - 1,800

€1,400 - 2,100

157

Twins Seven-Seven (Nigerian, 1944-2011)

'Found your way my men' together with a table by the artist inscribed 'oh God it's the dangerous bird again / found your way my men' (upper right); further inscribed, signed and dated 'Brama subject / No 2 / Sculpted by Twins Seven-Seven / Oshogbo 1970' (lower right) mixed media on board

124 x 124cm (48 13/16 x 48 13/16in).

unframed

£1,200 - 1,800

€1,400 - 2,100





#### 158

#### Chief Jimoh Buraimoh (Nigerian, born 1943)

Waving creatures signed and dated 'buraimoh / 72' (upper right) oil and beads on board 107 x 91.5cm (42 1/8 x 36in). unframed £1,800 - 2,500

€2,100 - 2,900

#### 159

# Geoffrey Ernest Katantazi Mukasa (Ugandan, 1954-2009)

Young woman oil on board 55 x 40cm (21 5/8 x 15 3/4in). £2,000 - 3,000 €2,400 - 3,500

#### PROVENANCE:

Acquired directly from the artist A private collection, UK

Inspired by everyday scenes of village life and the people around him, Mukasa's abstract style is distinctively bold. Although the artist was originally determined to become a doctor, the murder of his father during Idi Amin's coup prompted him to pursue a career in fine art instead. Mukasa was recognised in the early 1990s as a model and inspiration for exiled artists returning to Uganda during the nation's recovery from the military dictatorship.

#### 160

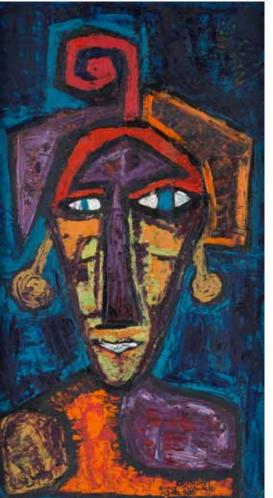
#### Rufus Ogundele (Nigerian, 1946-1996)

'Olukun'

signed, dated and inscribed with title 'OLUKUN / RUFUS OGUNDELE / Jan. 70' (lower right); bears Theodor Heller gallery label (verso) oil on board

72 x 38.5cm (28 3/8 x 15 3/16in).

£1,200 - 1,800 €1,400 - 2,100



160









161

# David Dale (Nigerian, born 1947)

Four Lagos vignettes

- 1. 'Lobsters & fishers' 21/40
- 2. 'Palm wine tapper' (Slemu) 24/40
- 3. 'Boat regatta' 14/20
- 4. 'Animals in moonlight' 15/20

all signed, dated, and inscribed 'deep etching by David H.Dale, Lagos 1975' and further inscribed with title

deep etching

38 x 75cm (14 15/16 x 29 1/2in); 37.5 x 64.5cm (14 3/4 x 25 3/8in); 36.5 x 60.5cm (14 3/8 x 23 13/16in); 36.5 x 60.5cm (14 3/8 x 23 13/16in) (4)

£1,000 - 1,500 €1,200 - 1,800

#### 162

# Jak Moses Katarikawe (Ugandan, born 1940)

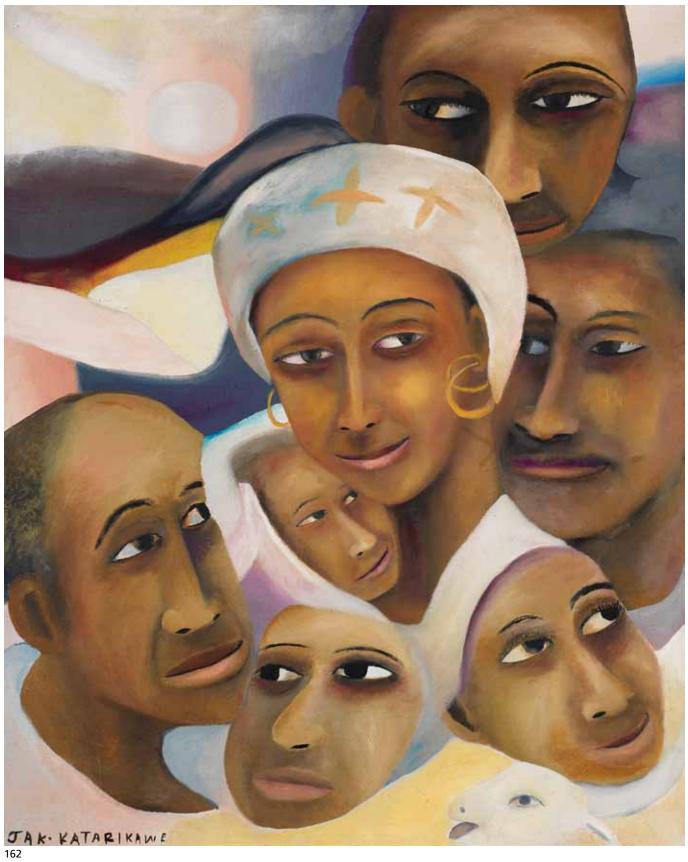
Mother of Earth signed 'JAK-KATARIKAWE' (lower left) oil on canvas 80 x 63.5cm (31 1/2 x 25in). unframed

£3,000 - 5,000

€3,500 - 5,900

# PROVENANCE:

Acquired directly from the artist circa 1984 A private collection









164

#### Tshibumba Kanda Matulu (Dem. Republic of the Congo, born 1947)

Congo military scenes

1. 'Mercenaires de Bakavu'

2. 'La liberation de la ville de Kisangni' each signed and dated 'Tshibumba'. K.M' oil on canvas

60.5 x 43cm (23 13/16 x 16 15/16in); 61 x 38cm (24 x 14 15/16in). (2) unframed

£2,000 - 3,000 €2,400 - 3,500

#### 164\*

#### Simon George Mpata (Tanzanian, 1942-1984)

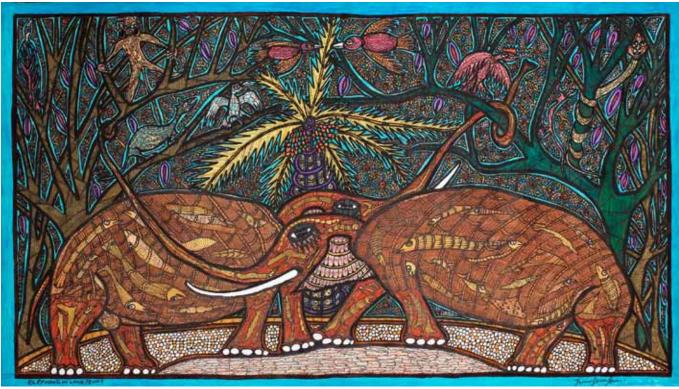
signed 'S G Mpata' (lower right) oil on composition board 61 x 59cm (24 x 23 1/4in). unframed

£1,200 - 1,800 €1,400 - 2,100

#### PROVENANCE:

The collection of Adama Diawara and Ruth Schaffner By descent to the current owner





166

#### 165\* W

# Twins Seven-Seven (Nigerian, 1944-2011)

'Beasts in Political Conference'

inscribed with title, signed, dated '1995' and dedicated 'PRODUCED FOR / HIS EXCELLENCY / AMBASSADOR W. CARRINGTON / BY PRINCE TWINS SEVEN-SEVEN' (verso)

beads on plywood

241.5 x 86cm (95 1/16 x 33 7/8in).

unframed

£3,000 - 5,000

€3,500 - 5,900

#### PROVENANCE:

The collection of Walter C. Carrington, US Ambassador to Nigeria (1993-1997)

## 166

#### Twins Seven-Seven (Nigerian, 1944-2011)

'Elephants in love'

signed and dated 'Twin Seven Seven.' (lower right); inscribed 'ELEPHANTS IN LOVE / 2009' (lower left)

oil on canvas

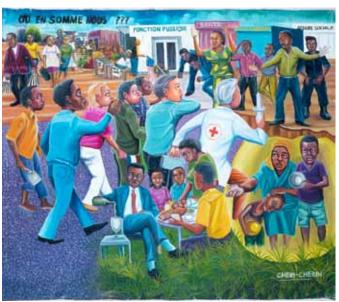
50.5 x 90cm (19 7/8 x 35 7/16in). unframed and unstretched

£2,000 - 3,000 €2,400 - 3,500

# PROVENANCE:

The collection of the artist's family





168



167\* W

Camille-Pierre Pambu Bodo (Dem. Republic of the Congo, born 1953)

'Peinceau d' or d'Afrique'

signed and dated 'Art Bodo / 2010' (lower right), inscribed with title 'Peinceau d'or d'Afrique' (upper right, to brush), further signed 'Pierre BODO' (lower left, to boat) and 'BODO ACRYLIC'

(centre, to earring)

acrylic on canvas

128 x 178cm (50 3/8 x 70 1/16in).

unframed

£1,200 - 1,800

€1,400 - 2,100

168

Cheri Cherin (Dem. Republic of the Congo, born 1955)

'Ou en somme nous ???'

signed 'CHERI-CHERIN' (lower right) and inscribed with title 'OU EN SOMME NOUS ???' (upper left)

acrylic on canvas

114.9 x 105.2cm (45 1/4 x 41 7/16in).

£1,200 - 1,500

€1,400 - 1,800

169\*

Mika Jean Paul Nsimba (Congolese, born 1980)

Le pardon...

signed and dated 'Jmika / 2010' (lower left)

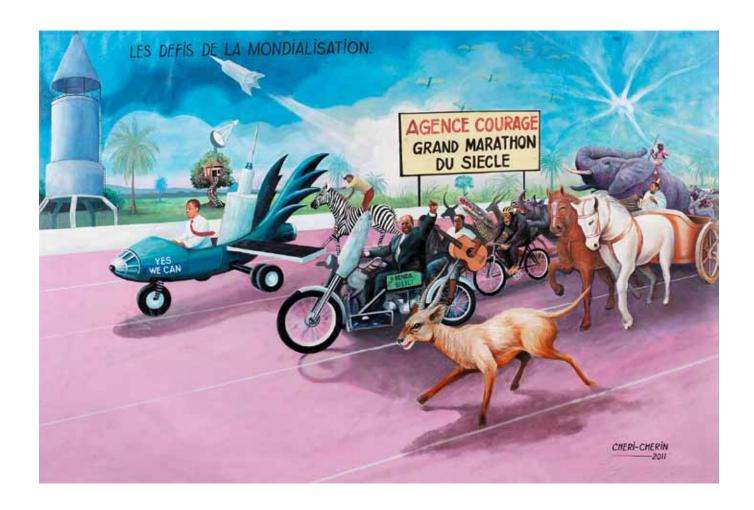
acrylic on canvas

98 x 118cm (38 9/16 x 46 7/16in).

unframed

£1,200 - 1,800

€1,400 - 2,100



#### 170\* W

#### Cheri Cherin (Dem. Republic of the Congo, born 1955)

'Les defis de la mondialisation'

signed and dated 'CHERI-CHERIN / 2011' (lower right), inscribed with title 'LES DEFIS DE LA MONDIALISATION', and further inscribed 'AGENCE COURAGE / GRAND MARATHON / DU SIECLE' (centre, to sign) acrylic on canvas

108 x 162cm (42 1/2 x 63 3/4in).

unframed

£3,000 - 5,000

€3,500 - 5,900

Cherin's paintings have an acute political edge, sharpened by his ironic and corrosive sense of humour. The 'Grand Marathon' depicted in this work features US President Barack Obama in a plane, leading the members of street musician group Staff Benda Billil, who ride amongst a plethora of animals in a madcap parade. The core four members of Staff Benda Bilili are paraplegic childhood friends who lived around the grounds of the Kinshasa zoo. As the title of the work infers, Cherin aims to point a sardonic finger at globalization.



#### El Anatsui (Ghanian, born 1944)

'Migrants & illusion'

signed and dated 'EL 94' (centre right of penultimate piece); inscribed with title 'Migrants & illusion' (verso) carved hardwood and tempera

67 x 147 (26 3/8 x 57 7/8in).

in fourteen pieces (14)

£25,000 - 35,000

€29,000 - 41,000

#### PROVENANCE:

Acquired directly from the artist in 1996 A private collection

#### **EXHIBITED**:

Dubai, Annabelle Mu'azu, As it is! - Africa Applauded, March 2011

In Anatsui's hands, as Elizabeth Péri-Willis has described, "wood becomes cloth baring the traces of codes, scripts and ideograms". This effect is commonly achieved with the use of a rotary saw to create "dense hatched patterns reminiscent of the warps and wefts of woven cloth-based themes", a technique which emphasises the connections between Anatsui's wall pieces and adinkra and kente cloths.

The artist's Ewe heritage - in which there is a strong tradition of narrow strip weaving - is further emphasised in the title of the work and the long procession of painted figures along its base. The Ewe people have a strong heritage of movement and migration, which Anatsui reflects in a number of his wall hangings dealing with journeys.

#### **BIBLIOGRAPHY**:

E. A. Péri-Willis, 'Chambers of Memory', in J. Picton (ed.), *El Anatsui: A sculpted history of Africa*, (London, 1998), pp.79-88, p.88





# 172 El Anatsui (Ghanian, born 1944) People of the Yam City signed and dated 'EL/89' (lower right); inscribed 'People of the Yam City' (verso) carved and painted and version of the Yam City' (verso) 117 x 46cm (46 1/16 x 18 1/8in). in eleven pieces (11) £18,000 - 25,000 €21,000 - 29,000







### 173\* Norman Clive Catherine (South African, born 1949) 'Blind Man'

gouache

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

£1,500 - 2,000 €1,800 - 2,400

### PROVENANCE:

Purchased by the current owner from The Goodman Gallery, Art 20, Basel, 1989

### 174

### Judith Mason (South African, born 1938)

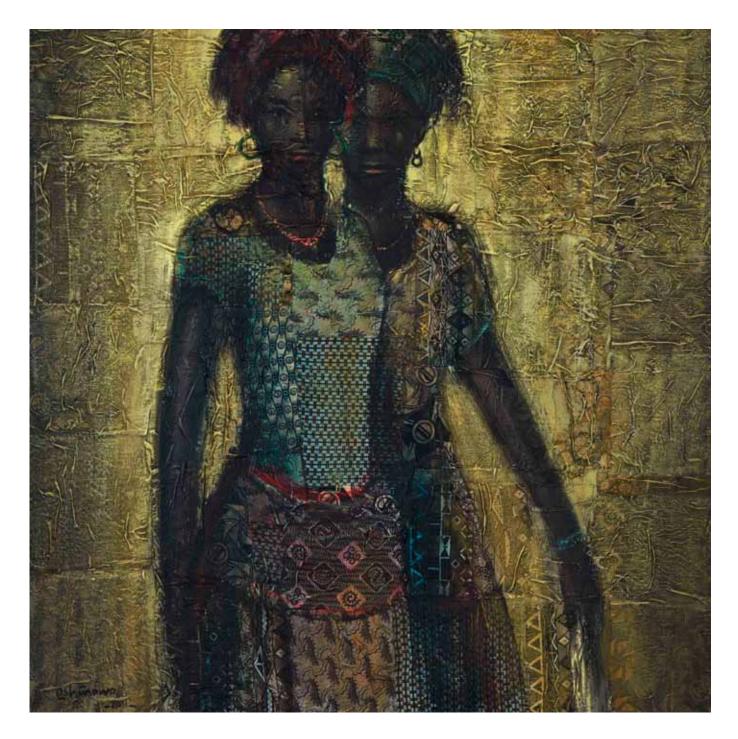
'Sketch for Etiennes Triptych'

signed 'MASON' (lower right); bears Karren McKerron exhibition label inscribed with title (verso)

oil on board

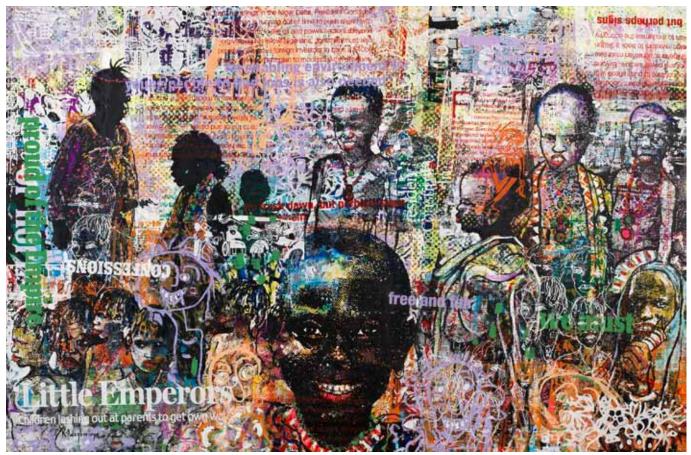
152 x 91cm (59 13/16 x 35 13/16in).

£1,500 - 2,000 €1,800 - 2,400



175\*
Kolade Oshinowo (Nigerian, born 1948)
Two sisters
signed and dated 'Onshinowo / 2011'
mixed media
122 x 122cm (48 1/16 x 48 1/16in).
£12,000 - 15,000
€14,000 - 18,000

Executed on rags of ankara fabric, *Two Sisters* transforms waste material into art in this compelling mixed-media painting. The artist describes the subject of this piece as a "celebration of African womanhood".





### 176 W

### Kunle Adegborioye (Nigerian, born 1966)

Icons of Tomorrow (Little Emperors) signed and dated 'K.Adegborioye / 2011' (lower left); mixed media 115 x 175cm (45 1/4 x 68 7/8in).

unframed £2,000 - 3,000 €2,400 - 3,500

Stirred by the countless news reports of child abuse and suffering, Adegborioye states that *Icons of Tomorrow (Little Emperors)* represents his empathy and hopes for today's youth, emphasising a sense of cultural "belonging and identity".

### 177\*

## Moses Unokwah (Nigerian, born 1964)

'Divination'

signed, dated, titled and numbered 'MOSES UNOKWAH LAGOS 1990 DIVINATION 7/45' (verso)

metal relief

88 x 57cm (34 5/8 x 22 7/16in).

£1,200 - 1,800 €1,400 - 2,100

### PROVENANCE:

The collection of Walter C. Carrington, US Ambassador to Nigeria (1993-1997)



### 178 AR

## Bruce Clarke (British, born 1959)

'Trouble'

signed and dated 'B.Clarke / 2010' (lower left) acrylic and collage on canvas

81 x 116cm (31 7/8 x 45 11/16in). unframed

£2,000 - 3,000

€2,400 - 3,500

### 179

### Paul Du Toit (South African, born 1965)

signed 'PAU(L)' (lower left) and dated '1999' (lower right) acrylic on canvas

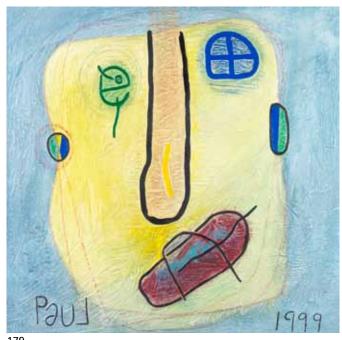
80 x 79.5cm (31 1/2 x 31 5/16in).

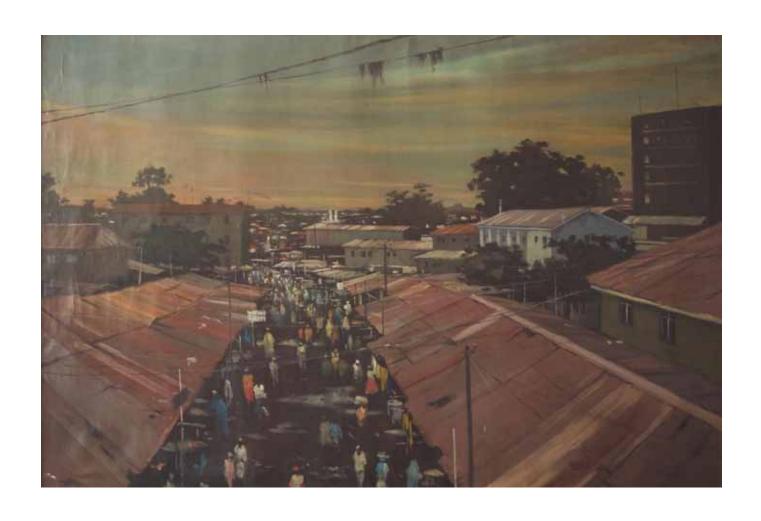
£1,200 - 1,800

€1,400 - 2,100

### PROVENANCE:

Acquired directly from the artist by the current owner





# 180\* Abiodun Olaku (Nigerian, born 1958) Ibadan signed and dated 'Olaku.A.O. / 95-96' (lower right) oil on canvas 125 x 78cm (49 3/16 x 30 11/16in). €7,000 - 10,000 €8,200 - 12,000



181\*
Abiodun Olaku (Nigerian, born 1958)
'Misty Morning'
signed and dated 'Olaku.A.O. / 95' (centre left); inscribed 'Misty
Morning by A.O Olaku / Oil on canvas / Lagos 1995' (verso)
oil on canvas
110 x 89cm (43 5/16 x 35 1/16in).
£7,000 - 10,000
€8,200 - 12,000



182 Kehinde 'Kenny' Adewuyi (Nigerian, born 1959) Hard times signed, dated and numbered 'Adewuyi Kenny / 3/4 / 2001' (to reverse) bronze 38 x 24 x 39cm (14 15/16 x 9 7/16 x 15 3/8in). £2,000 - 3,000 €2,400 - 3,500



Francis Uduh (Nigerian, born 1964) 'Submission' signed and dated 'UDUH FAI'70' carved wood

118 x 30 x 23cm (46 7/16 x 11 13/16 x 9 1/16in). (excluding base) £2,000 - 3,000

€2,400 - 3,500

184

Ndary Lo (Senegalese, born 1961) Victory, 2010

41.5 x 54 x 13cm (16 5/16 x 21 1/4 x 5 1/8in). £1,500 - 2,500 €1,800 - 2,900



184





### 185\*

### Ufuoma Onobrakpeya (Nigerian, born 1971)

'Fish market in Dakar' signed and dated 'UFUOMO / ONOBRAKPEYA / 2010' (lower right) oil on canvas 82 x 121cm (32 5/16 x 47 5/8in).

unframed £2,000 - 3,000

£2,400 - 3,500 €2,400 - 3,500

### 186 W

### Nyemike Onwuka (Nigerian, born 1972)

Nkwado II (from the Preparation Series) signed and dated 'Nyemike Onwuka / 2011' (lower right) oil on canvas 166 x 89cm (65 3/8 x 35 1/16in). unframed

unframed £2,000 - 3,000 €2,400 - 3,500

### 187

### Wisdom (Wiz) Kudowor (Ghanaian, born 1957)

'The Garden Became Barren' signed 'WiZ' (lower right) and inscribed 'THE GARDEN / BECAME BARREN / WiZ KUDOWOR / 2012 / ACRYLIC / 118 x 148cm' (verso)

acrylic on canvas 112 x 142.5cm (44 1/8 x 56 1/8in). unframed

£2,000 - 3,000 €2,400 - 3,500

### 188

### Ronex Ahimbisibwe (Ugandan, born 1977)

Once in a forest oil on canvas 78 x 117cm (30 11/16 x 46 1/16in). unframed £2,000 - 3,000

£2,400 - 3,500 €2,400 - 3,500

### PROVENANCE:

Acquired directly from the artist A private collection, UK

Ahimbisibwe states that his desire has been to create works that "curiously cut as a double-edged sword: sophistication meeting naivety, chaos meeting order, beauty meeting ugliness, and aesthetics meeting free expression".











### 189

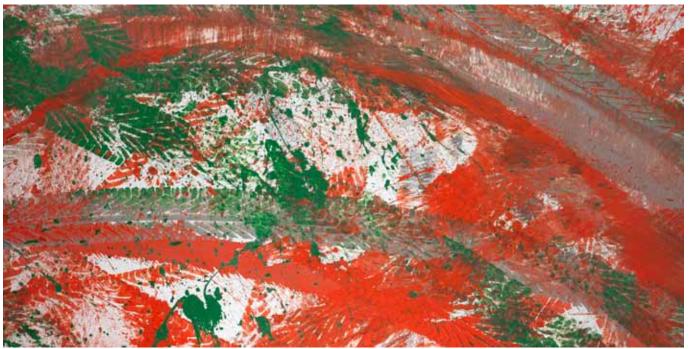
Kelani Abass (Nigerian, born 1979) Man and Machine I signed and dated 'Kelani Abass 2011' (lower right) oil and mixed media on canvas 152 x 245cm (59 13/16 x 96 7/16in). unframed diptych (2)

£2,000 - 3,000 €2,400 - 3,500

## 190

Soly Cissè (Senegalese, born 1969)
Eau, Source de Vie (Water, source of life)
signed and dated 'S.C 2012' (lower right)
oil on canvas 150 x 100cm (59 1/16 x 39 3/8in).

unframed £2,500 - 3,500 €2,900 - 4,100



### 191 Robin Rhode (South African, born 1976) Z4 panel from the BMW project 'Expression of Joy', 2009 paint on plywood 122 x 243cm (48 1/16 x 95 11/16in). unframed £1,200 - 1,800

€1,400 - 2,100

### PROVENANCE:

Acquired directly from BMW by the current owner

In the tradition of BMW's "Art Car" collection (in which artists from Andy Warhol to Esther Mahlangu have been commissioned to paint a scale model of one of the latest cars), Robin Rhodes became the first artist to use the car itself – the 2009 BMW Z4 Roadster – as the paintbrush, rather than the canvas.

Initially creating a series of fingerpainted storyboards, the artist gave a stunt driver specific instructions for driving atop a massive canvas composed of multiple panels (of which the current lot is one), while he remote controlled the release of paint through nozzles attached to the wheel arches. Colour would spray onto the tires, their treads tracking marks across the canvas: at several points, the artist himself also entered the arena, throwing pots of paint and interacting with the canvas in a complex colour choreography.

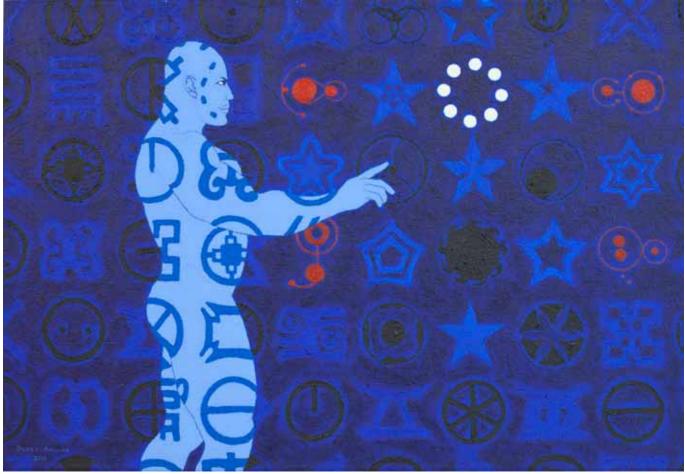
Rhodes has remarked: "This work is an expression of painting in action – my hope is to communicate the power and thrill inherent in the creation of art... For me, the use of an untraditional paintbrush like a high performance car is a great way to investigate the relationship between emotion, technology and industrial creativity."



192

€2,400 - 3,500

192 W
Soly Cissé (Senegalese, born 1969)
Metamorphoses
signed and dated 'Soly 09' (lower right)
oil on canvas
150 x 150cm (59 1/16 x 59 1/16in).
unframed
£2,000 - 3,000



### 193 Owusu-Ankomah (Ghanaian, born 1956)

'Prelude to the Microcon 15' signed and dated 'Owusu-Ankomah / 2010' (lower left) acrylic on canvas 60 x 90cm (23 5/8 x 35 7/16in). unframed £4,000 - 6,000

€4,700 - 7,100

### LITERATURE:

Movement to the Microcon, (Germany, 2011), illustrated p. 46

Owusu-Ankomah's canvases employ geographically and historically diverse visual references, from Saharan rock painting and Italian Renaissance sculpture, to Ghanaian textile designs, Chinese calligraphy, New York graffiti and capoeira martial arts from Brazil. A recurring theme in his large, bold paintings is the adinkra system of signs originating from the Akan pre-colonial cloth printing tradition. Each sign relates to a particular proverb or saying, and Ankomah weaves these layers of meaning into his works like poetry, juxtaposing each sign with the next to create a graphic whole.

Owusu-Ankomah studied at Ghanatta College of Art in Kumasi, Ghana, before moving to Bremen, Germany in 1986, where he currently lives and works.

### Owusu-Ankomah (Ghanaian, born 1956)

'Jumping Jack' acrylic on nettle cloth 75 x 75cm (29 1/2 x 29 1/2in). unframed £3,000 - 5,000

€3,500 - 5,900

### LITERATURE:

O. Enwezor, Contemporary African Art Since 1980, illustrated p.142 DAK'ART '96, exhibition catalogue, illustrated p.24



195 <sup>AR</sup> W
Sokari Douglas Camp (Nigerian, born 1958)
'Naked Fish'
steel
210cm (82 11/16in). high
£10,000 - 15,000
€12,000 - 18,000

### PROVENANCE:

A private collection, acquired directly from the artist

### **EXHIBITED**:

New York, American Museum of Natural History, Spirits in Steel – The Art of the Kalabari Masquerade, 1998-1999

Born in Buguma, Nigeria, but based in London, Sokari Douglas Camp is renowned for the innovative way in which she translates indigenous Kalabari masquerades and festivals into works of sculptured steel. Harnessing industrial materials and bending them to figurative purposes, she challenges the often inert, disembodied display of traditional African masks in western museums, reanimating these rituals through the creation of full masquerading figures (many of them kinetic).

Naked Fish was informed by the head-piece of a masquerade from the Niger Delta area, which the artist encountered at the British Museum. The object was made from a woven cone-shaped wicker basket (used to store or trap fish) with a small carved fish tied to its upturned apex, reflecting the history of the Kalabari as fishermen and traders of salt, fish and palm oil. While steel connotes a sense of solidity, the figure's flapping, sinuous fingers suggest a fluidity of form and the invocation of powerful water spirits: a transformation in process.

As Onyema Offoedu-Okeke has observed, in her sculptures the artist retains "unique features of specific masquerades, thus preserving lineage, identity and characteristics". For example, in the current lot, the white leggings "replicate rings of bandages used in actual masquerade performances".

Naked Fish plays with notions of dressing and undressing, presence and absence, as some sections suggest the embodied costume, while others – such as the torso area (complete with steel string vest) – reveal the sculpture's hollow core. The artist has referred to her interest in the performative process of dressing for masquerade; the in-between moments in which individuals are being transmuted into gods but yet are still revealed to be men (as explored in the related film *Dressing*).

The sculptures of Sokari Douglas Camp have been exhibited around the world, and are included in the collections of the British Museum in London, the Museum of African Art in Washington, and the Setagaya Art Museum in Tokyo. The artist was awarded a CBE in 2005.

### **BIBLIOGRAPHY:**

O. Offoedu-Okeke, Artists of Nigeria, (Milan, 2012), p.466







### Demba Camara (Ivorian, born 1970)

Slot machine painted wood and metal 59 x 31 x 30cm (23 1/4 x 12 3/16 x 11 13/16in). £1,000 - 1,500

### 197

€1,200 - 1,800

### George Edozie (Nigerian, born 1972)

'Ofuchi, Onwadiam & Afuchi' signed 'G. Edozie' (lower left) mixed media on canvas 119 x 119cm (46 7/8 x 46 7/8in). £1,200 - 1,800 €1,400 - 2,100

### 198 W

### Lovemore Kambudzi (Zimbabwean, born 1978)

Suppe

signed and dated 'L.Kambudzi/ 2006' (lower right); inscribed 'NAME: LOVEMORE KAMBUDZI / TITLE: - / MEDIUM: OIL ON CANVAS / YEAR: 2006' (verso)

oil on canvas

112.5 x 175cm (44 5/16 x 68 7/8in).

unframed

£3,000 - 5,000 €3,500 - 5,900





### 199 W Gonçalo Mabunda (Mozambican, born 1975)

War throne metal and recycled weapons

89 x 107 x 55cm (35 1/16 x 42 1/8 x 21 5/8in)

£4,000 - 6,000 €4,700 - 7,100

Born in 1975, in Maputo, Mozambique, Gonçalo Mabunda grew up during the violent sixteen year civil war that divided his country. His sculptures are made from deactivated arms that had been stocked and hidden by civilians out of fear of a return of war.

His works give anthropomorphic and sculptural form to AK47s, rocket launchers, pistols and other objects of destruction, transforming them into both aesthetic objects and vehicles for political critique: his chairs and thrones often encase unexpected facial features (like those of the backrest of *War throne*) that bespeak the absurdity and human cost of the civil war.

Of his sculptures made from decommissioned weapons, the artist has said that these works are about "the taking of power through force, often by military leaders. I constructed [them] out of discarded, buried and rusted weapons used during the brutal cival war that gripped my country, Mozambique, from 1975 to 1992. A church sponsored program devised a project that collected guns and other armaments found by civilians and dismantled them, rendering them powerless. These defunct arms were then offered to artists for use in works that would have a 'positive' influence, thus opposing their former function of killing".

### BIBLIOGRAPHY:

The Global Africa project, exhibition catalogue, (New York, 2010), p.229.



## Lot 199A\* Ben Osaghae (Nigerian, born 1962) Target Practice signed and dated 'Ben Osaghae / 2011' (lower right) oil and acrylic on canvas 152 x 157cm (59 13/16 x 61 13/16in). unframed £4,000 - 6,000 €4,700 - 7,100

Osaghae comments of this work: "This painting captures the outrageous excesses of some authoritarian governments which seem to derive a strange, barbaric pleasure from shooting, by firing squads, armed robbers and others branded as 'enemies of the state'. The horror of it all is the invitation of the public by the authorities to watch the blood-curdling scenes".





Anton Momberg (South African, born 1951)

'Poised Figure'

bronze

47 x 22 x 22cm (18 1/2 x 8 11/16 x 8 11/16in) (including base).

£1,000 - 1,500

€1,200 - 1,800

One of South Africa's foremost realist sculptors, Momberg is particularly known for his rendering of the female nude. While many of these are undertaken in marble dust and resin, lending an ethereal quality to the subject, the current lot reveals the artist's ability to make bronze appear equally buoyant.

201

Ismael Kateregga (Ugandan, born 1980)

Kampala

signed and dated '© Kateregga 2011' (lower left)

oil on canvas

91 x 123cm (35 13/16 x 48 7/16in).

unframed

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

Acquired directly from the artist

A private collection, UK

In his paintings Kateregga explores local themes and the social challenges of urban life in Kampala, Uganda. Kateregga has had solo shows in Kampala, Nairobi and London and his work a regular feature at the East Africa Art Biennaale in Dar es Salaam.



### 202 Zwelethu Mthethwa (South African, born 1960) and Sam Nhlengethwa (South African, born 1955)

Initiation ceremony

signed and dated  $\rm ^{'}SAM$  / NHLENGETHWA / ZWELETHU / 2000' (lower right)

mixed media

79 x 107cm (31 1/8 x 42 1/8in).

£3,000 - 5,000

€3,500 - 5,900

### PROVENANCE:

Acquired directly from Zwelethu Mthethwa by the current owner

This collaborative work melds the two artists' aesthetics: Mthethwa's well-known photographic portraits are collaged, recomposed and altered by Nhlengethwa to create new interpretations and meanings.





€2,400 - 3,500

204

### 203 Aboudia Abdoulaye Diarrassouba (Ivorian, born 1983) 'Nigga'

signed 'ABOUDIA' (lower right) and dated '2011' (lower left); bears inscription '06.05.2011 ABOUDIA NIGGA' (to stretcher verso) acrylic and mixed media on canvas

118.5 x 139cm (46 5/8 x 54 3/4in).

unframed

£3,000 - 5,000 €3,500 - 5,900 204\* W
Aboudia Abdoulaye Diarrassouba (Ivorian, born 1983)
Children
oil on canvas
91 x 150cm (35 13/16 x 59 1/16in).
unframed
£2,000 - 3,000







205\* W Gbenga Offo (Nigerian, born 1957)

Yoruba family

signed and dated 'GBENGA OFFO / 2011' (lower right) acrylic on canvas

120.6 x 180.3cm (47 1/2 x 71in).

£2,000 - 3,000 €2,400 - 3,500

Yoruba family illustrates the practice of facial scarification, depicting a family bearing Yoruba tribal marks called "Baramu". The artist describes scarification as an important ritual used to give babies an expression of legitimacy while embracing the child into the family's lineage.

206

Edosa Ogiugo (Nigerian, born 1961)

'On my way home'

signed and dated 'EDOSA OGIUGO / 2012' (lower left); inscribed 'ON MY WAY HOME CHARCOAL & OIL / ON CANVAS / EDOSA OGIUGO / 2012 / 4'X2' (verso)

oil and charcoal on canvas

123 x 60cm (48 7/16 x 23 5/8in).

unframed

£2,000 - 3,000 €2,400 - 3,500

On my way home, says the artist, explores time and life as a series of stages: there is "time to play, time to work, time to dance, time to relax".



### 207\*

Sam Ovraiti (Nigerian, born 1961)

Bicycle women signed and dated 'Ovraiti 12' (lower left) oil on canvas 51 x 66cm (20 1/16 x 26in). £1,500 - 2,000 €1,800 - 2,400

Ovraiti works in a number of media, united by an exploration of colour. Commenting on his process, he states that "there is an excitement in creation when it is all about colour", a feeling which is aptly conveyed in the current lot.

## 208\*

Tola Wewe (Nigerian, born 1959)

signed and dated 'TOLA WEWE / 2012' (lower right) mixed media 60.9 x 144.7cm (24 x 56 15/16in). unframed £3,000 - 5,000 €3,500 - 5,900

Often heavily symbolic, Wewe's work draws inspiration from traditional Yoruba folklore - in this case, the figure of Flora, Yemoja's veiled twin sister. Wewe describes Dancer in ethereal terms: "She wears a veil of shimmering light. Sinuous hair, hanging loose like a vine trailing grapes. The female figure... disappears and you must find her".





Alex Nwokolo (Nigerian, born 1963)

Global Networking mixed media 122 x 122cm (48 1/16 x 48 1/16in). unframed 2012

£4,000 - 6,000 €4,700 - 7,100

Taking inspiration from abstract forms and a love of colour, the artist is interested in contemporary issues, saying of his work: "I have always situated my art within the reach of elements that I can interrogate".

210\* W

Reuben Ugbine (Nigerian, born 1956)

Nuptial Bliss

signed and dated 'REUBEN UGBINE / NIGERIA / 2012' (to lower front) carved wood

86.3 cm (34in) high (excluding base)

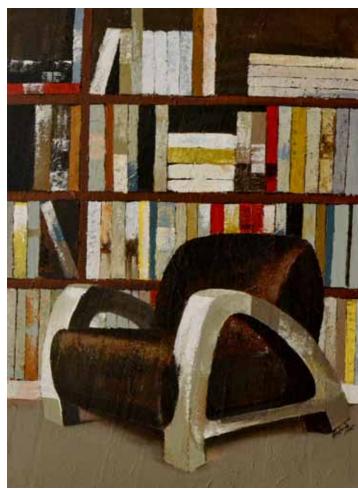
£3,000 - 5,000

€3,500 - 5,900

A prominent wood sculptor, Ugbine here depicts what he describes as "closeness and unity in marriage".







### 211\* Ben Osaghae (Nigerian, born 1962)

Unemployment signed and dated 'Ben Osaghae / 12' (lower right) oil and acrylic on canvas 91.4 x 137.1cm (36 x 54in). unframed £3,000 - 5,000

£3,000 - 5,000 €3,500 - 5,900

Osaghae's depiction of empty chairs, swimming in cadmium red space, is intended to represent the present global problem of unemployment. His striking work aims to "challenge stakeholders to deal more positively with the situation".

### 212\*

Lekan Onabanjo (Nigerian, born 1967)

Red Books

signed and dated 'Onabanjo / 2012 / Lekan' (lower right)

acrylic on board

121.9 x 91.4cm (48 x 36in).

£2,000 - 3,000

€2,400 - 3,500

According to the artist, *Red Books* serves as an indictment of the corruption of African leaders. The work speaks in favour of a fair and evidence-based legislation that can govern in Africa without the "bondage of corruption".





213\*
Olu Ajayi (Nigerian, born 1963)
Blues
signed and dated 'Olu Ajayi 2010' (lower left)
oil on canvas
91.4 x 101.6cm (36 x 40in).
£1,200 - 1,800
€1,400 - 2,100

Ajayi has commented that *Blues* seeks to explore the transition into an African Renaissance. The figure in the painting adopts a pose that represents both a state of defiance and a search for rest. Ajayi's painting employs line, form, and spontaneous, urgent brushwork to capture mood and character in his subject.

214\*
Abraham Uyovbisere (Nigerian, born 1963)
Meditation
signed and dated 'Abraham Uyovbisere / 2013' (lower right)
enamel on canvas
106.6 x 72.2cm (41 15/16 x 28 7/16in).
£1,500 - 2,000
€1,800 - 2,400

Currently president of the Guild of Professional Fine Artists of Nigeria, Uyovbisere describes the reflecting figure in *Meditation* as "knowing that it is on the strength of observation and reflection that one finds a way".



## 215\* Abiodun Olaku (Nigerian, born 1958), Elemental notes signed and dated 'OLAKU A.O. 12-13' (lower right) oil on tex-canvas 91.4 x 121.9cm (36 x 48in). £6,000 - 9,000 €7,100 - 11,000

A "nocturnal bird's eye-view of Lagos", *Elemental Notes* reveals the city as the "nerve-centre of Nigeria". Olaku's portrayal shows that even the elemental gloom of rain, mist and night fails to dampen what he describes as the "resilient vibrancy of socio-economic life in the city".

216\* W
Bunmi Babatunde (Nigerian, born 1957)
Possibility III
ebony
195cm (76 3/4in). high
£4,000 - 6,000
€4,700 - 7,100

Babatunde describes this evocative sculpture as one which explores "the altitudes of human achievements" through the metaphor of human anatomy.





217



217

### Duke Asidere (Nigerian, born 1961)

'Palmgrove for us all'

signed and inscribed with title 'Asidere Duke / Palmgrove for / us all' (verso)

oil on canvas

104.5 x 91cm (41 1/8 x 35 13/16in).

£2,500 - 3,500

€2,900 - 4,100

With a preference for experimental, large-scale oil paintings, Asidere says of his work: "My pigments, my mind, my thoughts, the state of my workspace and my hopes play significant roles in my painting".

### 218\*

### Hamid Ibrahim (Nigerian, born 1963)

Procession oil on canvas 96.5 x 111.7cm (38 x 44in). 2013

£1,200 - 1,800 €1,400 - 2,100

Ibrahim uses strokes of bright pigment, rather than lines, to convey meaning and explore the permutations of design and colour. The artist describes *Procession* as "colours proceeding in fragments" yet producing cohesion, "each making a part of a whole".



### 219\* W

### Sam Ebohon (Nigerian, born 1966)

Gender statement signed and dated 'SEbohon 11' (lower left) oil on canvas 122 x 183cm (48 1/16 x 72 1/16in). £2,500 - 3,500 €2,900 - 4,100

For Ebohon, *Gender Statement* is a manifestation of his artistic fascination with the female form. The work aims to elicit the emotions inherent in the viewer "through the maze of curves, colours and strengths of the female gender".

### 220\*

### Fidelis Odogwu Eze (Nigerian, born 1970) Adam & Eve

signed and dated 'ODOGWU/ '12' (lower right) metal

96.5 x 121.9cm (38 x 48in).

£2,000 - 3,000 €2,400 - 3,500

In *Adam & Eve*, Odogwu Eze examines how "our existence... has been traced to one source". Through the interconnecting, abstract forms, the artist "shows undivided love connecting us all... unpolluted by any external force or influence".



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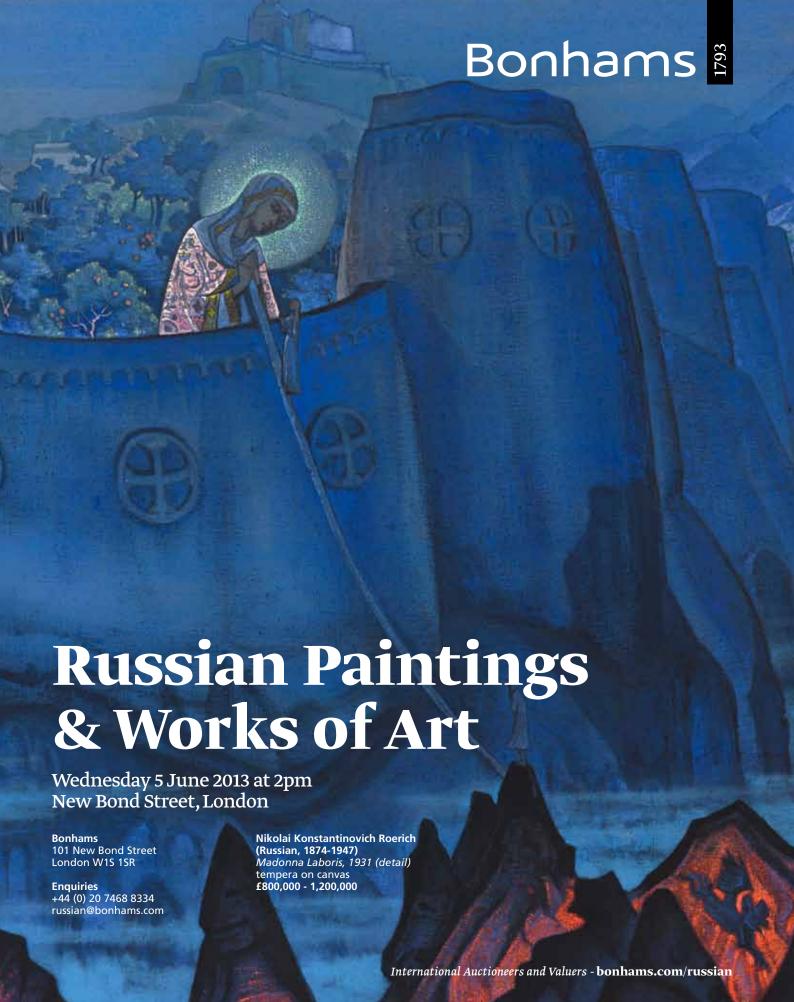
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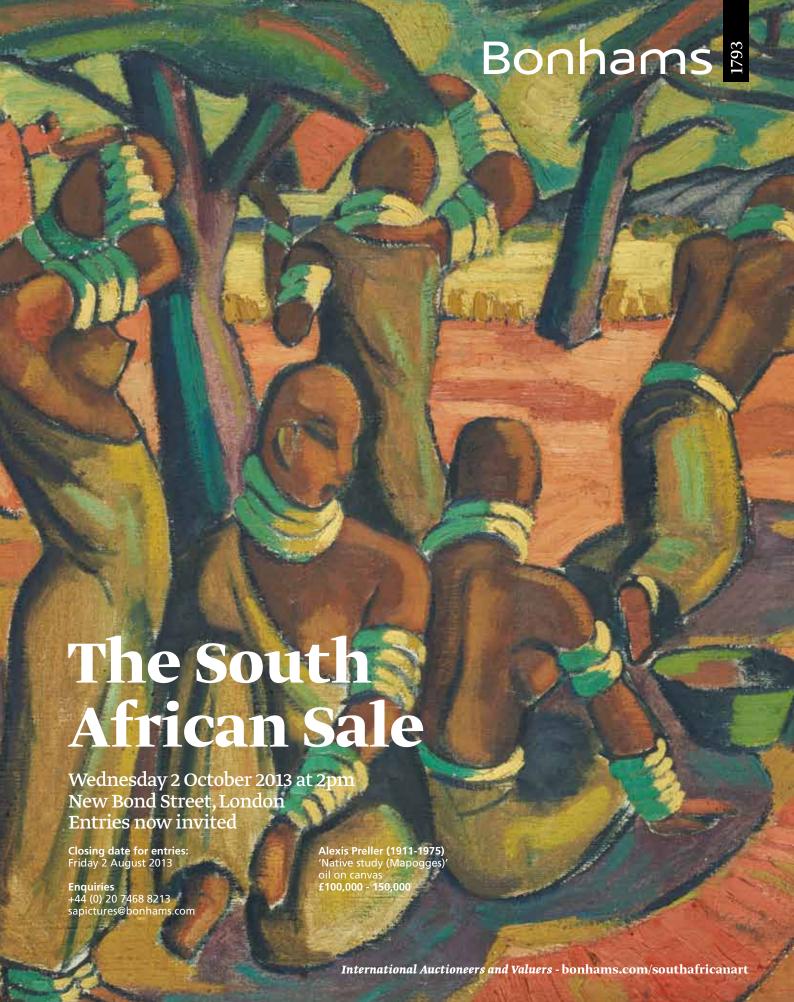
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#### NOTICE TO BIDDERS

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

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

#### 1. OUR ROLE

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

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

## 2. LOTS

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

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

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

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### The Seller's responsibility to you

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

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#### 4. CONDUCT OF THE SALE

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

## 5. BIDDING

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

#### **Bidding in person**

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

# Bidding by telephone (only available on lots with a low estimate greater than £400)

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

#### Bidding by post or fax

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

## Bidding via the internet

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

#### Bidding through an agent

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

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

identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

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

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

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

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

25% up to £25,000 of the Hammer Price 20% from £25,001 of the Hammer Price 12% from £500,001 of the Hammer Price

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

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

## 8. VAT

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

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

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

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

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

#### 9. PAYMENT

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

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

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

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

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

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

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY

Account Name: Bonhams 1793 Limited Trust Account Account Number: 25563009

Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

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

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

**Union Pay cards**: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

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

#### 10. COLLECTION AND STORAGE

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

#### 11. SHIPPING

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

#### 12. EXPORT/TRADE RESTRICTIONS

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

## 13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licencing

Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

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

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

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

#### 15. BOOKS

As stated above, all Lots are sold on an "as is" basis, subject to all faults, imperfections and errors of Description save as set out below. However, you will be entitled to reject a Book in the circumstances set out in paragraph 10 of the Buyers Agreement. Please note that Lots comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the Buyer's Premium.

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

## **Proof of Firearms**

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

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

#### **Guns Sold as Parts**

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

#### **Condition of Firearms**

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

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

#### **Original Gun Specifications Derived from Gunmakers**

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

#### Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

### **Taxidermy and Related Items**

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

### 18. FURNITURE

#### **Upholstered Furniture**

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

#### 19. JEWELLERY

#### Ruby and Jadeite

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

#### Gemstones

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

### **Estimated Weights**

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

## Signatures

### 1. A diamond brooch, by Kutchinsky

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

## 2. A diamond brooch, signed Kutchinsky

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

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

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

### 20. PHOTOGRAPHS

## **Explanation of** Catalogue **Terms**

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the Lot Description). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the Lot Description.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins illustrated.
- All photographs are sold unframed unless stated in the Lot Description.

#### 21. PICTURES

#### **Explanation of** Catalogue **Terms**

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

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

## 22. PORCELAIN AND GLASS

## **Damage and Restoration**

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

## 23. VEHICLES

## The Veteran Car Club of Great Britain

### **Dating Plates and Certificates**

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

#### 24. WINE

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

#### **Examining the wines**

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

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

#### **Corks and Ullages**

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

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

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

#### Options to buy parcels

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

#### Wines in Bond

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

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

## **Bottling Details and Case Terms**

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

CB – Château bottled

DB – Domaine bottled

EstB – Estate bottled

BB – Bordeaux bottled BE – Belgian bottled

FB – French bottled

GB - German bottled

OB – Oporto bottled

UK – United Kingdom bottled owc– original wooden case

iwc – individual wooden case

oc - original carton

#### **SYMBOLS**

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- $\Delta$  Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- •, †, \*, G,  $\Omega$ ,  $\alpha$  see clause 8, VAT, for details.

#### **DATA PROTECTION - USE OF YOUR INFORMATION**

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams. com or requested by post from Customer Services Department, 101 New Bond Street, London, W15 1SR or by email from info@bonhams.com

#### APPENDIX 1

#### CONTRACT FOR SALE

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

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

## 1 THE CONTRACT

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

#### 2 SELLER'S UNDERTAKINGS

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

### 3 DESCRIPTIONS OF THE LOT

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

# FITNESS FOR PURPOSE AND SATISFACTORY OUALITY

4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose. The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

#### 5 RISK, PROPERTY AND TITLE

4.2

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

### 6 PAYMENT

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

## COLLECTION OF THE LOT

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

#### FAILURE TO PAY FOR THE LOT

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- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract:
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of

all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his hebalf

#### THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise:
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

### 10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express

waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### 11 GOVERNING I AW

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

#### APPENDIX 2

#### **BUYER'S AGREEMENT**

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

#### 1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 0.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller.
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in

writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

## 4 COLLECTION OF THE LOT

4.1

Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.

- You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

#### STORING THE LOT

5

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

#### 6 RESPONSIBILITY FOR THE LOT

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

## 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.

- You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

# CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8

8.1

- Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may.
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

## FORGERIES

9

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery, and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

## 10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

### 11 MISCELLANEOUS

- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

- 11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 1.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

## 12 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams. com or requested by post from Customer Services Department, 101 New Bond Street, London W15 15R, United Kingdom or by email from info@bonhams.com.

#### APPENDIX 3

#### **DEFINITIONS AND GLOSSARY**

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

#### LIST OF DEFINITIONS

- "Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [AR] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).
- "Auctioneer" the representative of *Bonhams* conducting the *Sale*.
- "Bidder" a person who has completed a Bidding Form.
- "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".
- "Book" a printed Book offered for Sale at a specialist Book Sale.
- "Business" includes any trade, Business and profession.
  "Buyer" the person to whom a Lot is knocked down by the
  Auctioneer. The Buyer is also referred to in the Contract for
  Sale and the Buyer's Agreement by the words "you" and
  "your".
- "Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).
- "Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.
- "Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.
- "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade. *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price)
- "Entry" a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and illustration(s) relating to the Lot.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

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

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

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

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer. "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price.

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

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

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

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

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

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

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

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

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

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

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

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

"Website" Bonhams Website at www.bonhams.com
"Withdrawal Notice" the Seller's written notice to Bonhams
revoking Bonhams' instructions to sell a Lot.

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

#### **GLOSSARY**

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

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

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

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

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

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

"risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a Lot.

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

#### **SALE OF GOODS ACT 1979**

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection(3) below applies, there is also an implied term that-
  - the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
  - (a) the seller;
  - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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20th Century British Art

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Aboriginal Art Greer Adams +61 2 8412 2222

**African and Oceanic Art** 

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**American Paintings** 

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**Antiquities** 

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**Antique Arms & Armour** 

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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

UK Mark Oliver +44 20 7393 3856 U.S.A Frank Maraschiello +1 212 644 9059

**Australian Art** Litsa Veldekis

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Australian Colonial Furniture and Australiana James Hendy

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Books, Maps & Manuscripts

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**Contemporary Art** 

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California & American Paintings Scot Levitt

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Carpets

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Chinese & Asian Art

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Entertainment Memorabilia

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**Ethnographic Art** 

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Furniture & Works of Art

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Greek Art

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Golf Sporting Memorabilia

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Irish Art

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Impressionist & Modern Art

Deborah Allan +44 20 7468 8276

Islamic & Indian Art

Alice Bailey +44 20 7468 8268

Japanese Art

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**Marine Art** 

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Mechanical Music

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Modern, Contemporary & Latin American Art

U.S.A Sharon Goodman Squires +1 212 644 9128 To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

**Motor Cars** 

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Motorcycles

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**Old Master Pictures** 

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Prints

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Russian Art

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**Scottish Pictures** 

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**Silver & Gold Boxes** 

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South African Art

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**Sporting Guns** 

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Toys, Dolls & Chess

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**Urban Art** 

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# Registration and Bidding Form (Attendee / Absentee / Online / Telephone Bidding)



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There is no surcharge for payments made by debit cards sasued by a UK bank. All other debit cards and all credit cards are subject to a 3% surcharge on the total invoice price.  Notice to Bidders.  Clients are requested to provide photographic proof of D - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.			Post / Zip code	Country  Telephone daytime
			Telephone mobile Telephone evening	Fax
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f successful			I am registering to bid as a private client	I am registering to bid as a trade client
will collect the purchases myself Please contact me with a shipping quote			If registered for VAT in the EU please enter your registration here:	Please tick if you have registered with us before
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