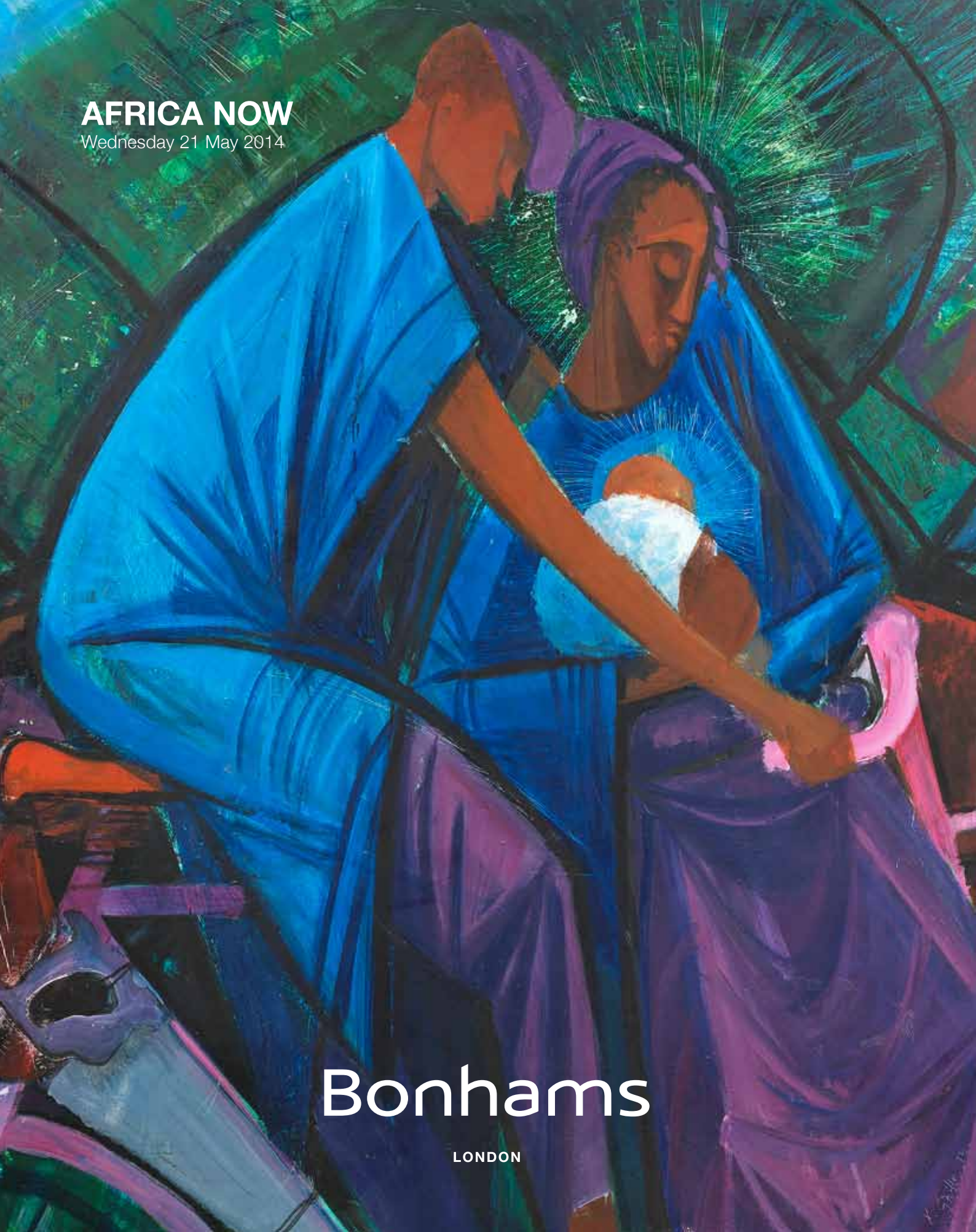




AFRICA NOW

Wednesday 21 May 2014

Bonhams

LONDON







6-A-1



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AFRICA NOW

Wednesday 21 May 2014 at 2pm
New Bond Street, London

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Sunday 18 May 11.00 to 15.00
Monday 19 May 9.00 to 16.30
Tuesday 20 May 9.00 to 16.30
Wednesday 21 May 9.00 to 12.00

SALE NUMBER

21448

CATALOGUE

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Front cover: Lot 42
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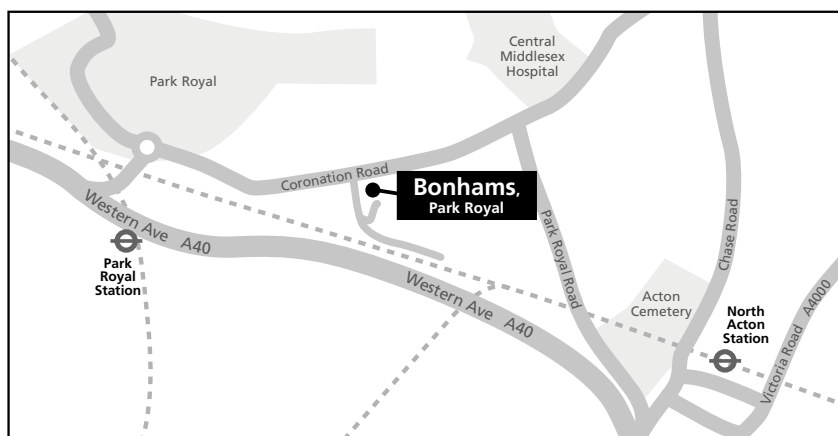
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Y These lots are subject to
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Africa Now

MODERN AND CONTEMPORARY AFRICAN ART AT BONHAMS



Giles Peppiatt
Director



Hannah O'Leary
Head of department



Elizabeth Callinicos
Junior cataloguer

Since Bonhams' inaugural Africa Now Auction in 2009, interest in modern and contemporary African art has increased dramatically, mirroring the exponential economic development of the continent. Hot on the heels of the record-breaking sale of Ghanaian artist El Anatsui's 'New World Map' (£541,250) in 2012, the art of Nigerian artist Ben Enwonwu took centre stage in 2013, with a new world record for the artist at £361,250 (against his previous best of £125,000) for a set of seven wooden sculptures commissioned by the Daily Mirror in 1961. Other records were set for his painting ('The Durbar of Eid ul-Fitr', £193,250) and bronze sculpture ('Anyanwu', £133,350). The sale grossed over £1million for the first time, and new world records were also set for over twenty other artists, including Erhabor Emokpae, Uche Okeke, Uzo Egonu and Tshibumba Kanda Matulu. This year's auction promises to be just as exciting, if not more so, and includes works by all the masters of African modernism and other well-known talents from the contemporary scene.

Among the many highlights of the sale are four important oil paintings by the Nigerian master Yusuf Grillo, which are characteristic of the artist's celebrated style, with their graceful elongated figures and rich yet serene colours. Particularly noteworthy is the vibrant and narrative painting 'The Flight', which is undoubtedly the finest example of the artist's work to appear on the open market in the past decade. Fans of the work of Ben Enwonwu are also spoiled for choice, with such masterpieces on offer as the oil paintings 'Princes of Mali' and 'Workers in the field' as well as sumptuous sculptures 'Snake Dance' and another version of 'Anyanwu'. Enwonwu often used dancing figures as metaphors for identity throughout his career, as beautifully demonstrated in the paintings 'Ogolo' and 'Dancing Women' and the arresting ebony sculpture 'Africa Dances'.

Once again we are delighted to present a wonderful and varied selection of sculpture. Alongside more traditional sculptures in ceramic and wood, other lots beautifully illustrate the sub-Saharan tradition of transforming everyday material into sophisticated sculptures: these include a variety of early wooden works by El Anatsui; the work of Gonçalo Mabunda and Dominique Zinkpè, cleverly and poignantly crafted from decommissioned weapons; Sokari Douglas Camp's motorcycle-riding family; and Sandile Zulu's canvases made of 'fire, water, air and earth'. The sculpted coffin 'Porsche 55' by the Ghanaian craftsman Paa Joe, which takes the shape of a sports car, will be parked in our London saleroom for the duration of our view.

This year we will also be hosting a charity auction of eight lots by contemporary Angolan artists, in association with eStudio in Luanda. Angola received international recognition last year, when their pavilion at the Venice Biennale was awarded the prestigious Leone d'Oro. We are very excited to be offering works by these emerging artists in London. All the proceeds from this auction will go directly to supporting local youth projects in Luanda run by LOGOS.

Bonhams remains at the forefront of the market, and is the only international auction house with dedicated sales of African modern and contemporary art. We are delighted to host this year's Africa Now auction in our spectacular new £30million headquarters building at 101 New Bond Street for the first time. 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.

CHARITY AUCTION OF ANGOLAN CONTEMPORARY ART

Monday 19 May 2014 at 19.15



Bonhams are delighted to host this auction of Contemporary Angolan Art.

Following a divisive civil war, the rebuilding of Angola's artistic accomplishments was highlighted with Edson Chagas's 'Luanda, Encyclopedic City' winning the Leone d'Oro at the 2013 Venice Biennale. A burgeoning crop of talented contemporary artists are now expressing their inspirations to the world and here, with the aid of eStudio in Luanda, we are thrilled to present some of the best artwork currently emerging from Angola.

LOGOS is the social responsibility programme of Banco Privado Atlantico, which is aimed at developing projects of a social nature to support the youth of Angola. LOGOS was born of the bank's commitment to Angola, and from their knowledge of the country's economic and social reality. The mission of LOGOS is to develop educational and sports projects that promote values such as personal responsibility, solidarity and team spirit.

This project aims to create better environments for information and leisure, where young people can interact, learning values that provide them with the criteria to make positive choices in their lives; in family, professional and community spheres. The youth centres are places of and for young people, entrusted with conveying civic values, a sense of personal responsibility and of the implementation of a work ethic, through:

- The creation of healthy communities with young people who are active in society.
- The improved quality of life of the more disadvantaged young people, giving them civic guidance and finding new opportunities for social insertion.
- The involvement of young people outside of formal education in qualifying and entrepreneurial programmes.

We encourage you all to open your hearts and your wallets to support this worthwhile cause and also to secure some fine examples of contemporary art from these highly gifted and exceptional artists.

Bonhams will not be charging any vendor's commission or buyer's premium on these lots, and successful bidders should settle their purchases directly with the Logos Project. Online bidding will not be available for these lots, though we can arrange some telephone bids for those unable to attend the auction in person.

e studio luanda

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Mestre Paulo Kapela takes an exceptional position with his life and work within the artworld of Luanda. Kapela is a kind of artistic and spiritual master for the younger artist generation with his unique way of art-production through a combination of disparate objects and the creation of new contexts.

The artist regards his work as important issue in the context of the reconciliation between European and African cultures as well as for the recollection of a fractured and amputated society after the years of war. He is able to recreate this history through his very unique perspective, combining real and surreal narratives and thus recounts Luanda's nightmares and utopias in his artworks.

In 2003 he was awarded with the Art Prize of CICIBA - Centro Internacional de Civilizações Bantú in Brazzaville (Republic of Congo) and he exhibited at the Triennial in Luanda .



A2

ANTONIO OLE (ANGOLAN, BORN 1951)

Eclectic circumstance II
signed 'OLE' (lower right) and dated 2014 (verso)
mixed media on canvas
102 x 153cm (40 3/16 x 60 1/4in).

Painter, filmmaker and photographer, Ole has created a vast body of work that reflects the multiple aspects of his creative universe, focusing on the themes of colonisation, civil war, famine, social conflicts and, specially, the human capacity for resistance and survival.

Throughout his artistic career, he has developed projects that reveal a certain formal and aesthetic eclecticism, his works including drawing, painting, sculpture, installation, photography, video and cinema.

His first exhibition was in 1967 and, since his international debut at the African-American Art Museum (Los Angeles) in 1984, his works have been shown in many exhibitions, festivals and biennales, including Havana (1986, 1988, 1997), São Paulo (1987), Berlin (1997), Johannesburg (1995, 1997), Dakar (1998) and Venice (2003, 2007). He also participated in the prestigious touring exhibitions: Africa Remix, Contemporary Art of a Continent and The Short Century.



A3

FRANCISCO VIDAL (PORTUGUESE, BORN 1978)

Sushi

signed with monogram and dated '2014' (lower left)

oil on thirty-six katanas

240 x 240cm (94 1/2 x 94 1/2in).

Francisco's work examines the questions of race, difference, negritude and the African diaspora. he employs both the communicative possibilities of his plastic and aesthetic expression, as well as his relationship with society and modern Portugal and Angola.

"I've been working on something Afro and very political, about the history of Portugal and about my references."

He believes it is particularly grounded in his era and his identity; something closely linked to the age group to which he belongs, and which one could almost consider a reflection of his generation. His works, in various formats, are the outcome from increasingly meticulous reflection on the reality in which he lives.



A4
NELO TEIXEIRA (ANGOLAN, BORN 1974)
Ventre de um Povo
signed and dated "2014"
found objects
215 x 64 x 64 cm. (84 5/8 x 25 3/16 x 25 3/16in)



A5

DELIO JASSE (ANGOLAN, BORN 1980)

Revolution

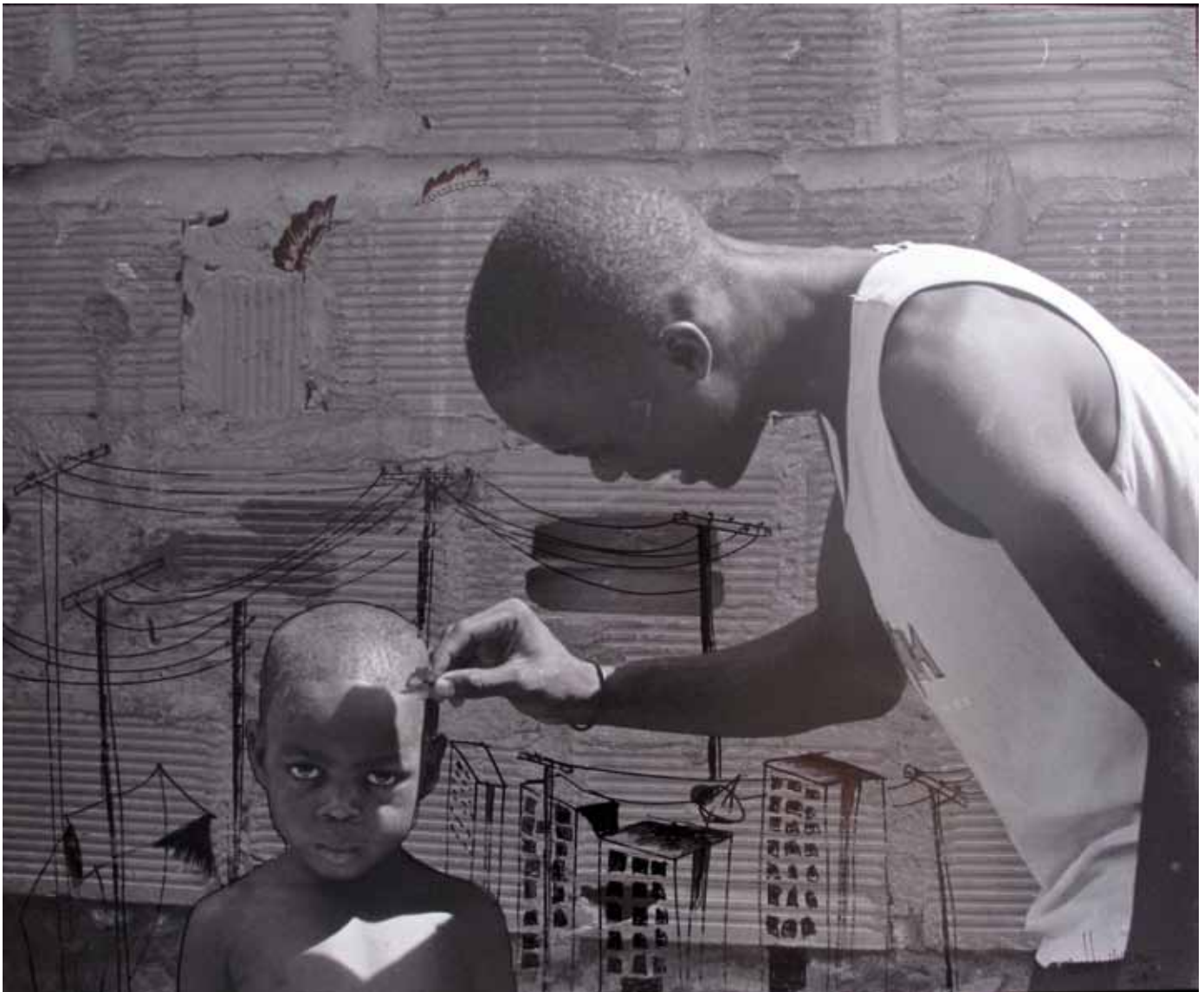
signed, inscribed and dated 2010 (verso)

unique emulsion print on wood

70 x 70 cm (27 ½ x 27 ½ in).

Délio Jasse was born in Luanda, Angola. He has worked with photography since the age of eighteen and has found inspiration experimenting with the pin-hole technique. Since 2008 he has held several solo and collective exhibitions: among others, he showed a solo exhibition at the Baginski Gallery in Lisbon, in 2010; he participated in the group exhibition Africa, at the Museu Nacional de História Natural – SIEXPO, in Luanda.

In 2011 he participated in the group exhibition Idioma Comum, PLMJ Foundation, Lisbon and ARTE LUSÓFONA CONTEMPORÂNEA at Galeria Marta Traba/Fundação Memorial da América Latina in Sao Paulo, Brasil.



A6

A6

BINELDE HYRCAN (ANGOLAN, BORN 1983)

Barbershop

signed and dated "2003" (verso)

aluminium dibond print

115 x 130cm (45 1/4 x 51 3/16in).

Binelde Hyrcan grew up in Angola. Shocked by the images of war in his youth, he saw the real consequences of political decisions. It is in this mix, between the vision of a present living world in front of him and the dramatic effects of some abstract political decisions, that the artist caught this indelible image.

Hyrcan expresses himself in the full range of artistic media: sculpture, painting, design, video-art and performance. He has exhibited widely across the globe from his first exhibition in 2008 Three times Two movements in Paris, to the 2nd Luanda Triennale in 2010 and the 2013 'No Fly Zone' at the Museu Coleção Berardo, Lisbon.

A7

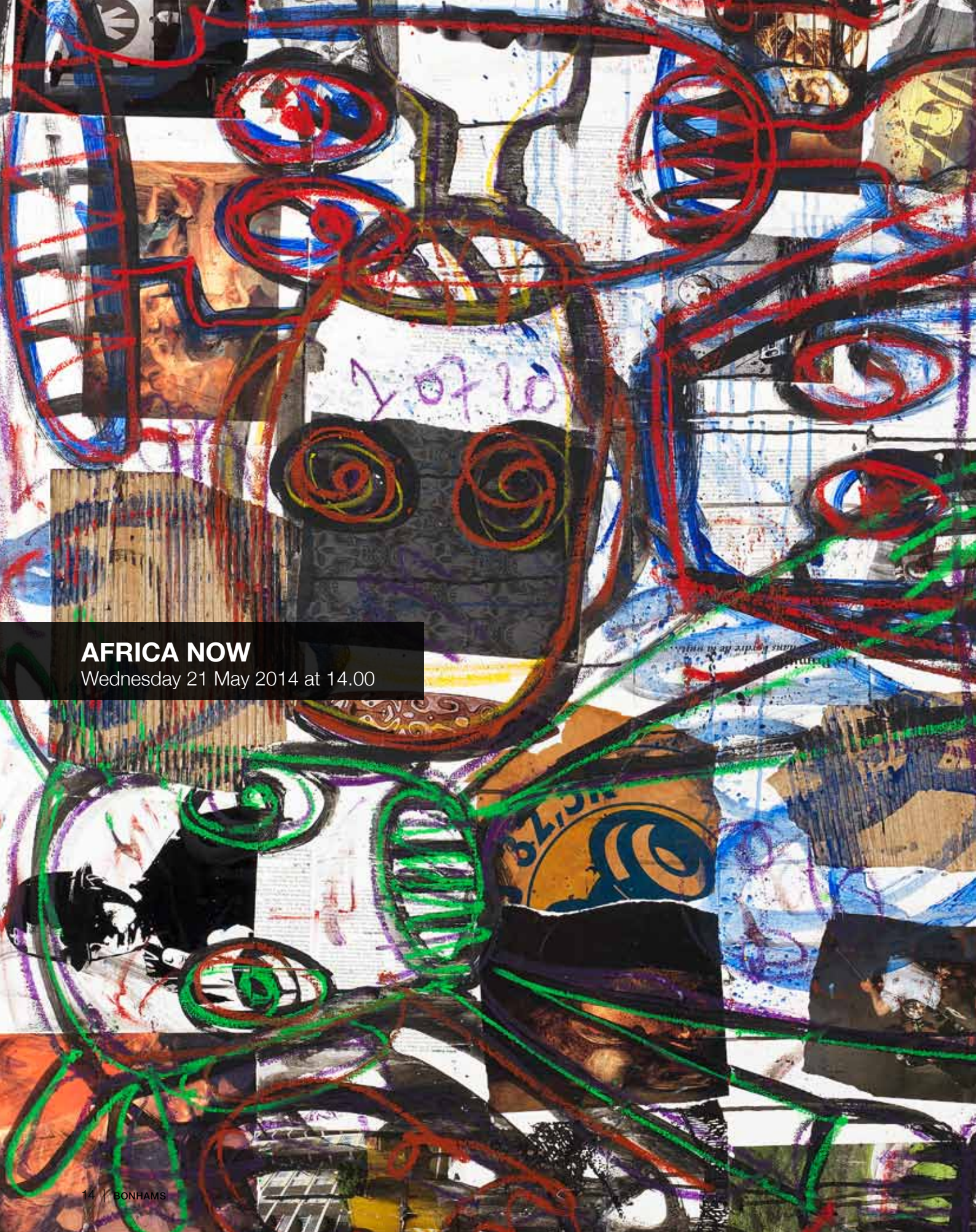
YONAMINE MIGUEL (ANGOLAN, BORN 1975)

Neoblanc, 2013

silkscreen print on newsprint

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

Miguel has exhibited widely around the world and also participated in group exhibitions - at ARCO in Madrid, the African Pavilion of the Venice Biennale, the Biennale de São Paulo, in 2010.



AFRICA NOW

Wednesday 21 May 2014 at 14.00



1

**BENEDICT CHUKWUKADIBIA ENWONWU M.B.E
(NIGERIAN, 1917-1994)**

Fishermen on the beach

signed and dated 'BEN ENWONWU / 1944' (lower left); bears
inscription 'No 54' on exhibition label (verso)

watercolour

36.5 x 46.5cm (14 3/8 x 18 5/16in).

£4,000 - 4,500

US\$6,700 - 7,500

€4,800 - 5,400

The above study shows similarity to the large oil painting *Fishermen*
sold as lot 26 at Bonhams "Africa Now" auction in New York on 10
March 2010.

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

Workers in the fields
signed "Chuka" (lower left)
oil on board
53 x 72cm (20 7/8 x 28 3/8in).

£25,000 - 35,000

US\$42,000 - 59,000

€30,000 - 42,000

Provenance

Acquired directly from the artist
Thence by descent to the current owner

During his time in Africa, the original owner became a close friend to the artist Ben Enwonwu.

There are frequent references to Enwonwu in his memoirs. The two were friendly in the years following the Second World War, at a time when Enwonwu was struggling to make a name for himself. This painting was purchased directly from the artist, thereby providing him with some financial support. He particularly appreciated Enwonwu's remarkable technical ability in rendering the figures in his paintings with a carved and sculptural feel as is seen in *Workers in the Field*.

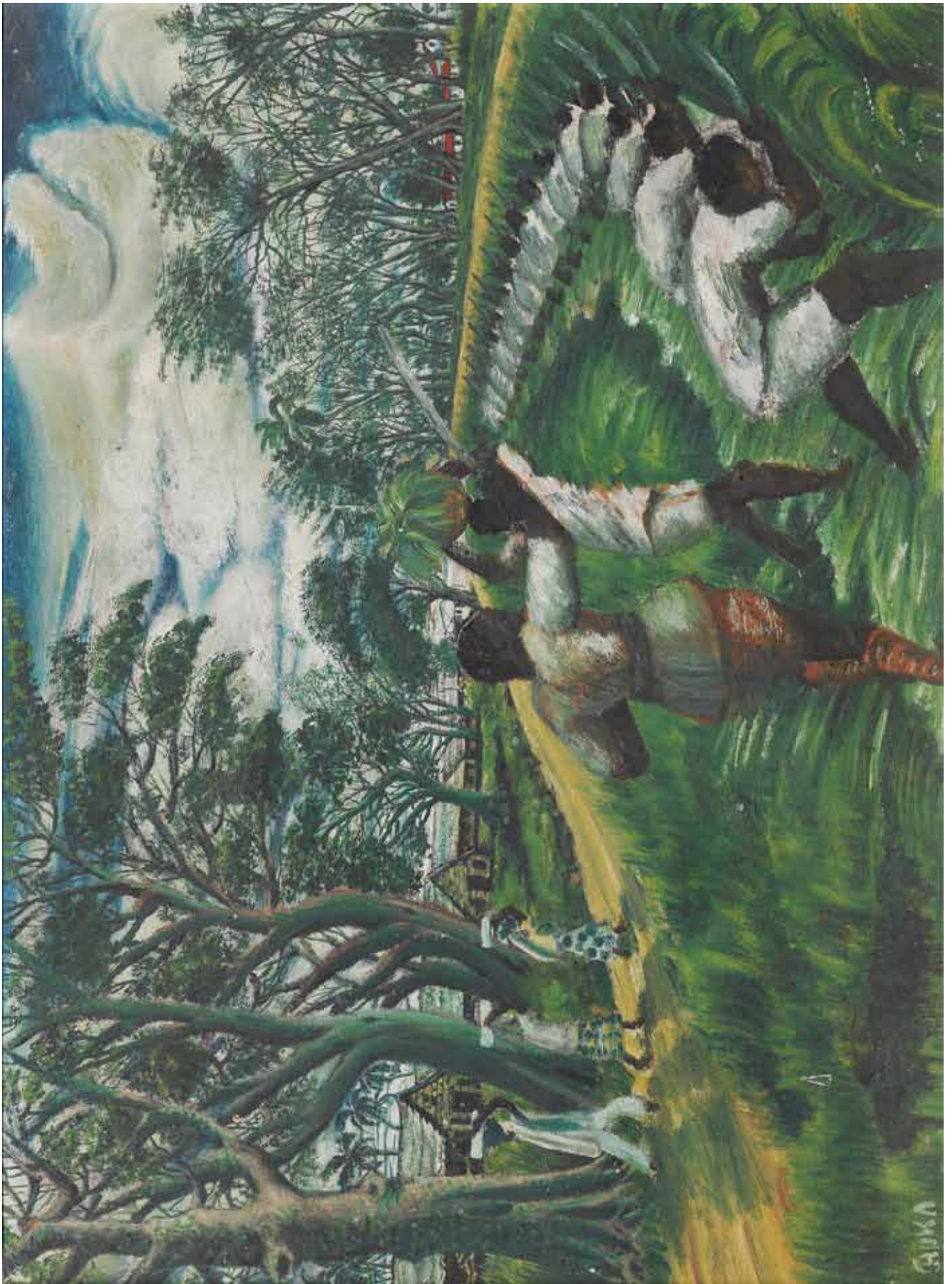
An entry dated 15 January 1945, described Enwonwu's departure for the Slade School of Fine Art:

"Ben goes to Oxford today to the Slade. Before he left, I went to see him and his pictures. The second batch seems to me to be far better than the first, livelier, cleaner, and more graceful. He offered me two photographic pieces. I picked out instead a seated Hausa Mallam, pulsing with life. I asked about the entrancing Benin design, which I had seen half-finished, a series of rhythmic hoops. He said he had torn it up. I attacked the exactitude that kills, the tight detail loved by children. 'A Hausa' is better than 'the Hausa', the generalising of a moment. He smiled and agreed. The trouble is, he is so modest that he cannot think anything good comes easily to him."

Enwonwu first adopted movement and dancing as a tool for modern abstract expressionism when he worked in Paris in the 1940s, where he shared studio space with the South African artist Gerard Sekoto. He developed the practice of overlapping one figure on top of the other with similar poses in order to generate what Sylvester Ogbechie calls a "rhythmic pattern of arms and legs". This first appeared in Enwonwu's paintings of Benin dance in 1943, and later in Sekoto's masterpiece *Song of the Pick* (1946-47). Enwonwu himself credited this compositional development to his study of the Harlem Renaissance aesthetics of African American Modernists Meta Warrick Fuller and Aaron Douglas, who provided a window into interpretations of traditional Egyptian art.

Bibliography

S. Okwunodu Ogbechie, *Ben Enwonwu: The making of an African Modernist*, (Rochester, 2008), pp.78-80





3

FRÉDÉRIC BRULY BOUABRÉ (IVORIAN, BORN 1921)

Twelve drawings

all signed and dated (verso)

pen and ink and wax pastel

15 x 10.5cm (5 7/8 x 4 1/8in) each (12)

unframed

£5,000 - 8,000

US\$8,400 - 13,000

€6,000 - 9,600



4 *

FRÉDÉRIC BRULY BOUABRÉ (IVORIAN, BORN 1921)

Eight drawings

all signed and dated (verso)

pen and ink and wax pastel

15 x 10.5cm (5 7/8 x 4 1/8in) each (8)

unframed

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



5

5

MALICK SIDIBÉ (MALIAN, BORN 1935)

1. 'Les amis Peulhs, jour de fête'

2. 'Combat des amis avec pierres'

both signed, dated and inscribed with title (to lower margin)

silver gelatin print

89 x 87.5cm (35 1/16 x 35 7/16in), (image size); 35.5 x 35.5 cm (14 x 14in), (image size).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

6 *

ABIODUN OLAKU (NIGERIAN, BORN 1958)

'Ibadan'

signed and dated 'Olaku.A.O. / 95-96' (lower right)

oil on canvas

90 x 132cm (35 7/16 x 51 15/16in).

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

Famed for his highly-finished and detailed depictions of Nigeria's cities and landscapes, Abiodun Olaku is generally considered one of the country's most accomplished oil painters. His meticulous attention to detail and thorough draughtsmanship are rare in a world where Nigerian art is "the flavour of the month", says Anshu Bahanda, Founder of Aabru Art, "[too frequently] artists are being tempted by huge demand to deliver work as soon as possible".



5

Olaku openly asserts that he does not allow current or emerging trends to influence his aesthetic. He aims to create works that will stand the test of time, and leave an "indelible artistic legacy". Olaku largely works in the traditional medium of oil; however, his work is not stuck in the past. Open to innovation, the artist explores new horizons within established methods and techniques.

The current lot depicts a busy street in the heart of Ibadan. Under British colonial rule, Ibadan had been the centre of administration and a pivotal trading hub. Olaku's view shows that the town has lost none of its vitality. The birds-eye perspective gives the work a timeless quality. The small, bustling figures of people on the street are not individualised. Olaku is not attempting to capture Ibadan at a particular point in time; this is a celebration of the energy and human endeavour that the city represents.

Bibliography

A. Bahanda, 'Sources of Inspiration of the Artists', *Aabru Art*, 23 July 2013.

7 *

UFUOMA ONOBRAKPEYA (NIGERIAN, BORN 1971)

Labourers by the waterside

signed and dated 'Ufuoma / Onobrakpeya / 2013' (lower right); bears

inscription 'UFUOMA / ONOBRAKPEYA / 2013' (verso)

oil on canvas

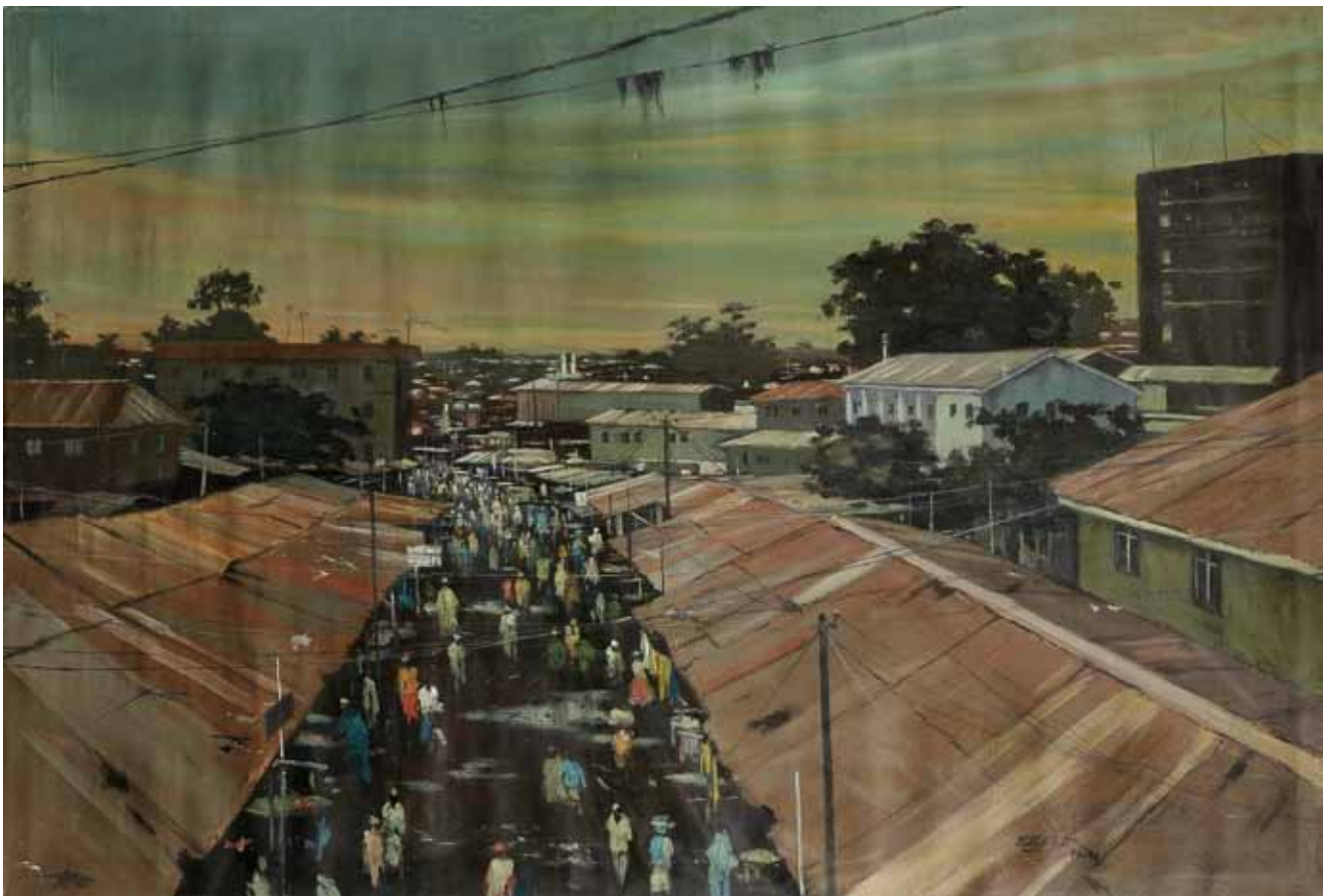
94 x 153cm (37 x 60 1/4in).

unframed

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



6



7



8



9

8 *

PROF. ABLADE GLOVER (GHANAIAAN, BORN 1934)

The Market Place

signed and dated 'Glo / 89' (lower left)

oil on canvas

75.5 x 153cm (29 3/4 x 60 1/4in).

£5,000 - 8,000

US\$8,400 - 13,000

€6,000 - 9,600

9 *

PROF. ABLADE GLOVER (GHANAIAAN, BORN 1934)

'Orange Township'

signed and dated 'Glo / 89' (lower left); bears inscription with title (verso)

oil on canvas

75.5 x 102cm (29 3/4 x 40 3/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

10 *

REINATA SADIMBA PASSEMA (MOZAMBICAN, BORN 1945)

'Conjoined twins'

signed 'REINATA' (on reverse)

terracotta and graphite

46 x 21 x 18cm (18 1/8 x 8 1/4 x 7 1/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

11

HENRY MUNYARADZI (ZIMBABWEAN, 1931-1998)

Rhinoceros

signed 'H.Munyaradzi' (front left foot)

springstone

79 x 100 x 29cm (31 1/8 x 39 3/8 x 11 7/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



10



11



12

12
BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)
 The Termite Mound
 inscribed 'WITH MY BEST COMPLIMENTS / To / NICKLES TUCKER / From BEN ENWONWU' (verso)
 watercolour
 39 x 28.5cm (15 3/8 x 11 1/4in).

£4,000 - 6,000
 US\$6,700 - 10,000
 €4,800 - 7,200

Provenance

Gifted to the artist's neighbour Mr Tucker, London, circa 1950

13
BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)
 'Road to Siloko, Benin'
 signed 'B.Enwonwu' (lower left); bears inscription 'No 55, lent by Mr J.L.Keith' to exhibition label (verso) and bears label inscribed with title (verso)
 watercolour
 62 x 39cm (24 7/16 x 15 3/8in).

£3,000 - 3,500
 US\$5,000 - 5,900
 €3,600 - 4,200



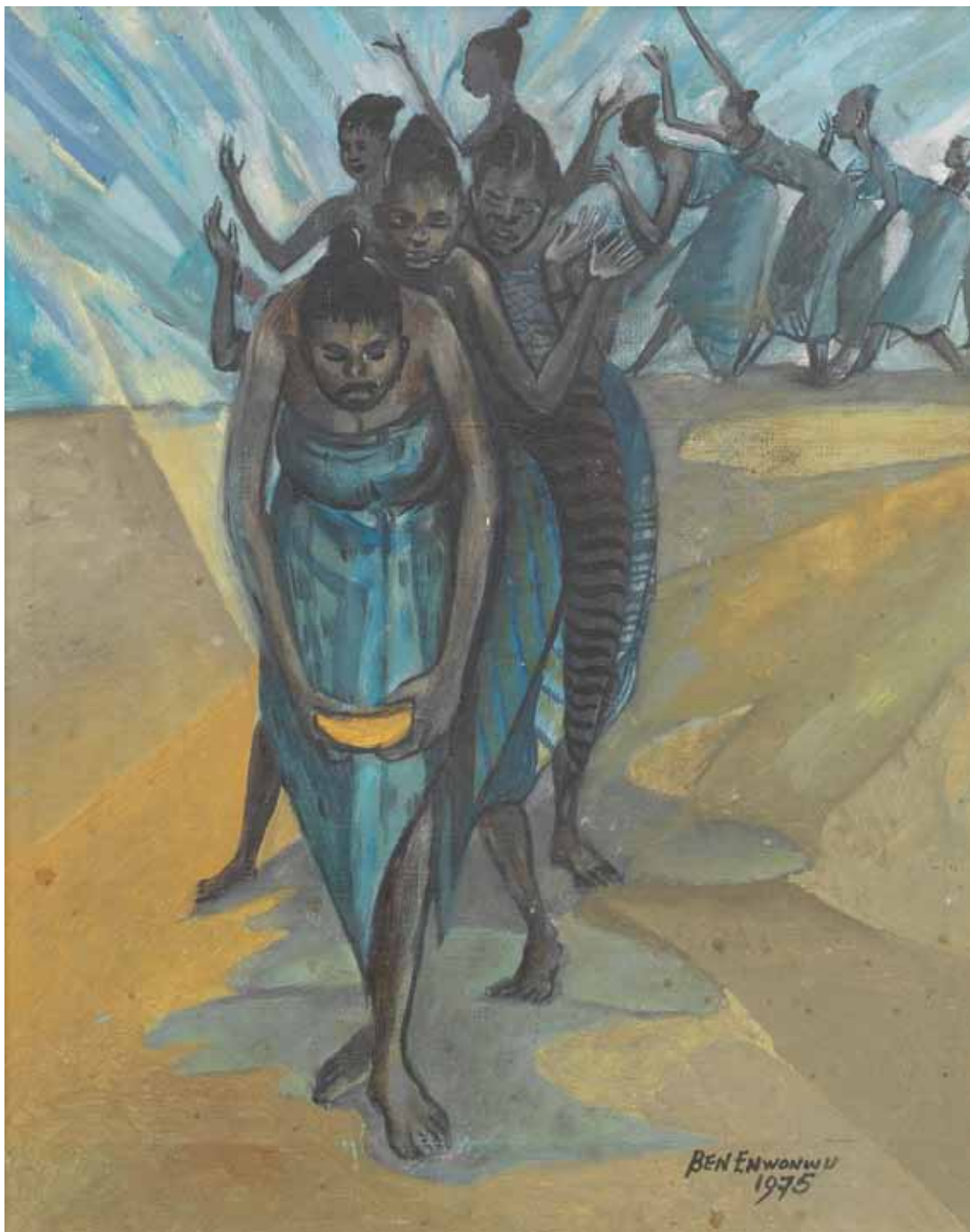
13

14 *
BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)
 Dancing Women
 signed and dated 'BEN ENWONWU / 1975' (lower right)
 oil on canvas
 38.5 x 30.5cm (15 3/16 x 12in).

£12,000 - 18,000
 US\$20,000 - 30,000
 €14,000 - 22,000

Dated 1975, *Dancing Women* was completed towards the end of Enwonwu's 'African dances' series, which started at the beginning of the decade with works such as *Africa Dances* (1973). Framed within an ambiguous setting, using mostly blue and green colour palettes, the complementary-coloured yellow item that the foremost female figure holds in *Dancing Women* was a common device used by Enwonwu throughout this period.

This episode in Enwonwu's *oeuvre* signalled a new phase in his painting and one freed from a strictly literary narrative; he instead focused on ideas of abstract orientation. The female figure, which dominates the 'African dances' artworks, became a broad symbol of an indigenous aesthetic. It is widely regarded that by the early 1970s Enwonwu had perfected this rhythmic motion, oscillating perfectly between the organic and supple, and sharp abstraction of figure and surface. The proliferation of arms and legs splinters perception, hinting at more figures than there appears to be.



14

Enwonwu returned to Lagos after the end of the Civil War in 1970, when he was restored to the majority of the posts he held before the conflict. *Dancing Women* is characteristic of his later work in the series, as he creates a great amount of depth in the pictorial field using the multi-figure composition. Comparatively, his earlier works from the 1940s and 50s existed in a much shallower space, often with figures considerably more elongated.

This latter 'dance' period in Enwonwu's career proved transitional; by the 1980s he took the skills he had developed creating the vitality of dance in his painting into his vivid and fluid masquerade portraits, such as *Otakagu* (1979) and *Ogolo* (1989). With the innovative utilisation of multiple focal points and jumps in perception, and echoes of one image emanating throughout a work, he was able to create for the viewer the sensation of empathy with the dance he created in his work.

Bibliography

S. Ogbechie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), pp.41 - 45



15 *

EL ANATSUI (GHANAIAN, BORN 1944)

'Sacred Secrets Unfolding'

signed and dated 'EL 06' (sixth piece from right); signed again 'EL'

(seventh piece from right)

carved wood relief with acrylic

61 x 188cm (24 x 74in).

in nineteen pieces

£40,000 - 60,000

US\$67,000 - 100,000

€48,000 - 72,000



El Anatsui began his artistic training at the College of Art, University of Science and Technology in Kumasi, where he was given a grounding in Western art traditions and practices. Feeling this education to be lacking, he began to visit the Kumasi National Cultural Centre on weekends. Here he was exposed to weavers, potters, cloth-printers and carvers, all working in indigenous methods.

Sacred Secrets Unfolding demonstrates the artist's attempt to express his Ghanaian identity through these native disciplines. Each plank of wood has been scored with geometrical shapes and symbols: many of these are Adinkra emblems. In the Akan oral tradition, these Adinkra symbols were a way of communicating knowledge and truths about life and the environment.

However, this piece is not a rejection of the modern. The planks of wood have been cut with a chainsaw, and blackened with an acetylene torch. For El Anatsui, the chainsaw has symbolic significance: the tearing of the saw through wood is "a metaphor for the way in which the western powers had carved up and brutally divided the African continent amongst themselves, ripping through and destroying both local history and culture".

We can therefore see *Sacred Secrets Unfolding* as an attempt to reclaim that lost history, using the traditional media of its people.

Bibliography

J.Picton, *El Anatsui: A Sculpted History of Africa*, (London, 1995), pp.34-36.



16

16 *

AHAMADU VARFEE SIRLEAF (LIBERIAN, 1904-1971)

'Entrance to Town Dougomai'

signed 'Ahmadu V. Sirleaf' (lower right); bears exhibition label with title (verso)

oil on canvas

64 x 107.5cm (25 3/16 x 42 5/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

Provenance

The collection of William Tubman, President of Liberia (1895-1971)

The IBM corporate collection

Charles Goldsmith, New York

Exhibited

Venice, Biennale 1960

Colonel Sirleaf studied at art school in the Netherlands from 1919 to 1926 and was formally named the first Official Artist of Liberia by President William Tubman in 1959.

Aside from his artistic endeavours, Colonel Sirleaf also served as a distinguished army officer from 1938 until 1959, when he was commanding officer of the Liberian National Guard.

The above work was gifted to Mr Thomas J. Watson of IBM by Mr C. Abayomi Cassell, a Liberian delegate to the United Nations who visited the USA from October 1950 to February 1951.

17

LOVEMORE KAMBUDZI (ZIMBABWEAN, BORN 1978)

'Friday Night Train'

oil on canvas

142 x 250.5cm (55 7/8 x 98 5/8in).

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

18 *

CYPRIEN TOKOUDAGBA (BENINESE, BORN 1939)

'Segbolissa'

signed 'TOKOUDAGBA CYPRIEN BENIN ABOMEY' (lower right);

inscribed 'SEGBOLISSA' (centre left)

acrylic on canvas

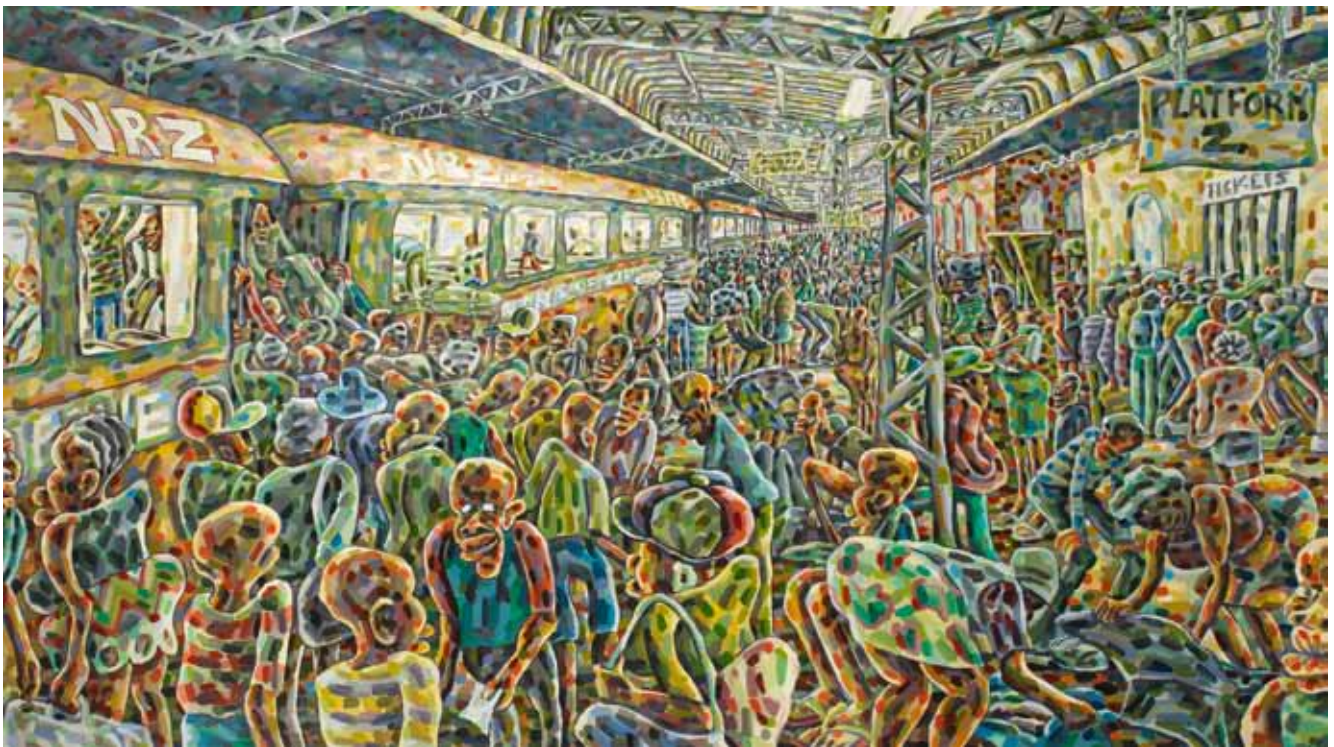
137.5 x 240cm (54 1/8 x 94 1/2in).

unframed

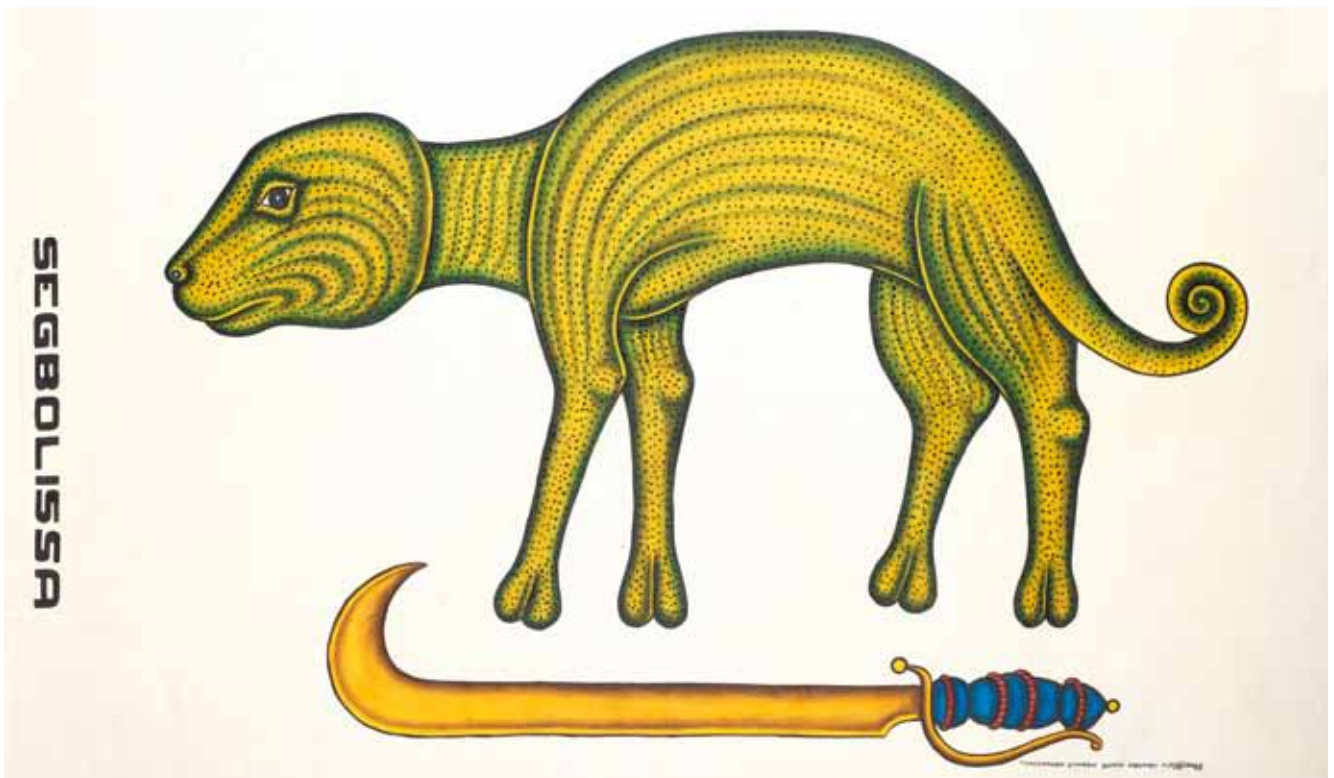
£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



17



18



19 *

ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)

'Dreams'

signed and dated '2013 / ABOUDIA' (verso)

mixed media

125 x 199cm (49 3/16 x 78 3/8in).

£7,000 - 10,000

US\$12,000 - 17,000

€8,400 - 12,000

Aboudia's work is instantly recognizable. His large mixed media collages fuse American avant-garde traditions with the street art of his native city, Abidjan. Whilst acknowledging the influence of Jean-Michel Basquiat's bright colour schemes and naively drawn figures, Aboudia prides himself on creating an individual aesthetic. Too many Ivorian artists, he claims, are content to "work in a traditional African style [or] copy famous western styles, giving them an 'African touch'". Aboudia's art is driven by a desire to convey the essence of life in Abidjan, to give a voice to her youths.

Aboudia shot to international fame in 2011, during the siege of Abidjan. Holed up in a basement, the artist continued to paint as rebel forces stormed the town. The works produced during this period function as reportage, capturing the impact of the violence on civilians. *Dreams* depicts the children of Abidjan, wide-eyed and rigid with terror at the atrocities they are witnessing. Aboudia does not focus on the bloodshed itself, but on the subsequent human trauma.

Bibliography

Anon., 'Aboudia: African Dawn', *Wall Street International*, 10 April 2014.

N. Hoare, 'The Battle for Abidjan', *Dazed Digital*, 2012.

O. Reade, 'How to Paint Ghosts: An Interview with Aboudia', *Africa Is A Country*, 10 April 2013.

20 *

**ABOUDIA ABDOULAYE DIARRASSOUBA
(IVORIAN, BORN 1983)**

'I remember when all this was trees'

mixed media

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

£1,200 - 1,800

US\$2,000 - 3,000

€1,400 - 2,200

The current lot deals with similar themes to lot 19, *Dreams*. The stick child at the centre of the work confronts the viewer with his dishevelled hair and staring eyes. What is left in place of the trees is left to our imagination, but the child's grim expression suggests it is not a change for the better.

This collage documents the shock the people of Abidjan felt as their city became a warzone. The juxtaposition of discordant media creates an impression of confusion and chaos, suggesting what it was like to witness the destruction of familiar and cherished places.

Bibliography

S. Malterre, 'Vivid paintings depict months of bloody conflict', *France24*, 12 May 2011.



20

21

ISMAEL KATEREGGA (UGANDAN, BORN 1980)

Boats

signed and dated '© Kateregga 2014' (lower right);

bears inscription 'ARTIST: ISMAEL KATEREGGA' (verso)

oil on canvas

151 x 195cm (59 7/16 x 76 3/4in).

£3,000 - 4,000

US\$5,000 - 6,700

€3,600 - 4,800



21



22

22 *

DOMINIQUE ZINKPÈ (BENINESE, BORN 1969)

Sculpture

carved wood with acrylic emulsion paint

190 x 43 x 9cm (74 13/16 x 16 15/16 x 3 9/16in).

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

Born in 1969 in Cotonou, Dominique Zinkpè has been a regular feature of numerous exhibitions in Benin. He achieved international recognition in 1995, participating in several residences and exhibitions throughout Africa, Europe and South America.

Renowned for his life-size sculptures, Zinkpè's work fuses the figural with organic natural elements. Fashioned from a single branch of wood, the gnarled surface of this piece provokes a feeling of uncertainty in the viewer. The whorls in the grain bear an unexpected likeness to human features.



23

Occupying a space between the animal and human, Zinkpè's sculptures undermine traditional Western assumptions of human superiority.

Zinkpè gained early recognition through the Prix Jeune Talent Africain awarded to him at the Grapholie in Abidjan in 1993. In 2002 he won the Prix Umeoa at the 2002 Dakar Biennale.

Bibliography

O. Enwezor & C. Okeke-Agulu, *Contemporary African Art since 1980*. (Bologna, 2009) p.41

23 *

SIRIKI KI (BURKINA FASO, BORN 1953)

Shepherds (a pair)

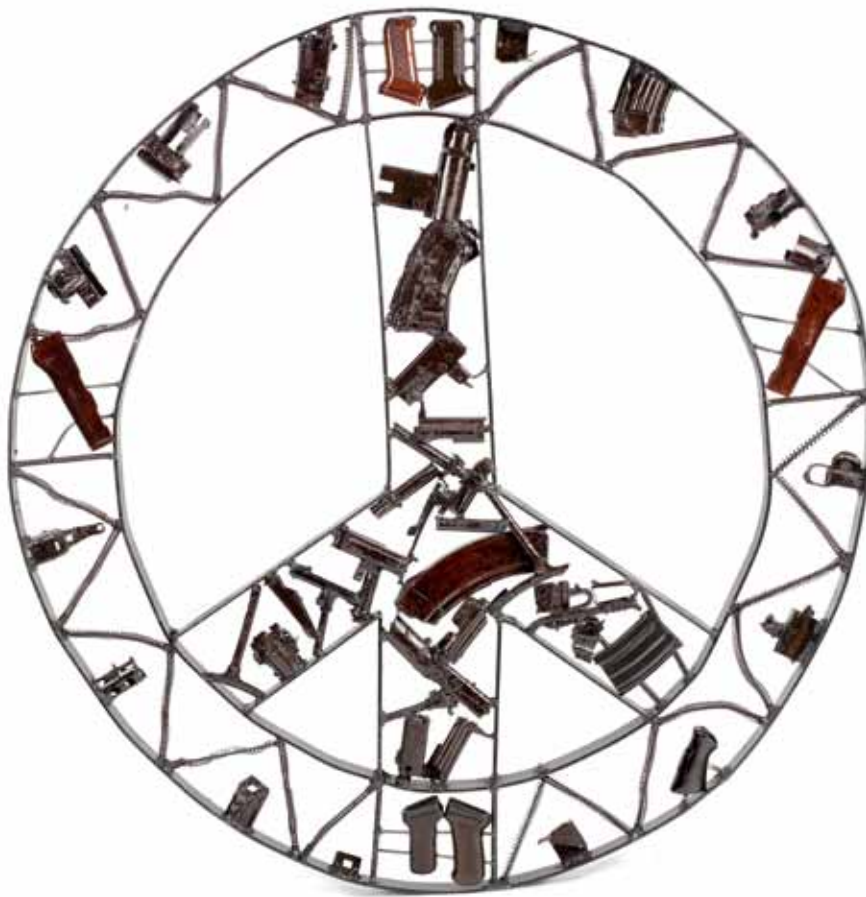
bronze

45 x 17.5 x 24.5cm (17 15/16 x 7 1/16 x 9 5/8in); 45 x 17.5 x 20cm (17 15/16 x 7 1/16 x 7 7/8in). (2)

£2,000 - 3,000

US\$3,300 - 5,000

€2,400 - 3,600



24 *

FÍEL DOS SANTOS (MOZAMBIKAN, BORN 1972)

'Circle of Life'

decommissioned weapons welded with metal
114 x 109 x 4cm (4 7/8 x 42 15/16 x 1 9/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

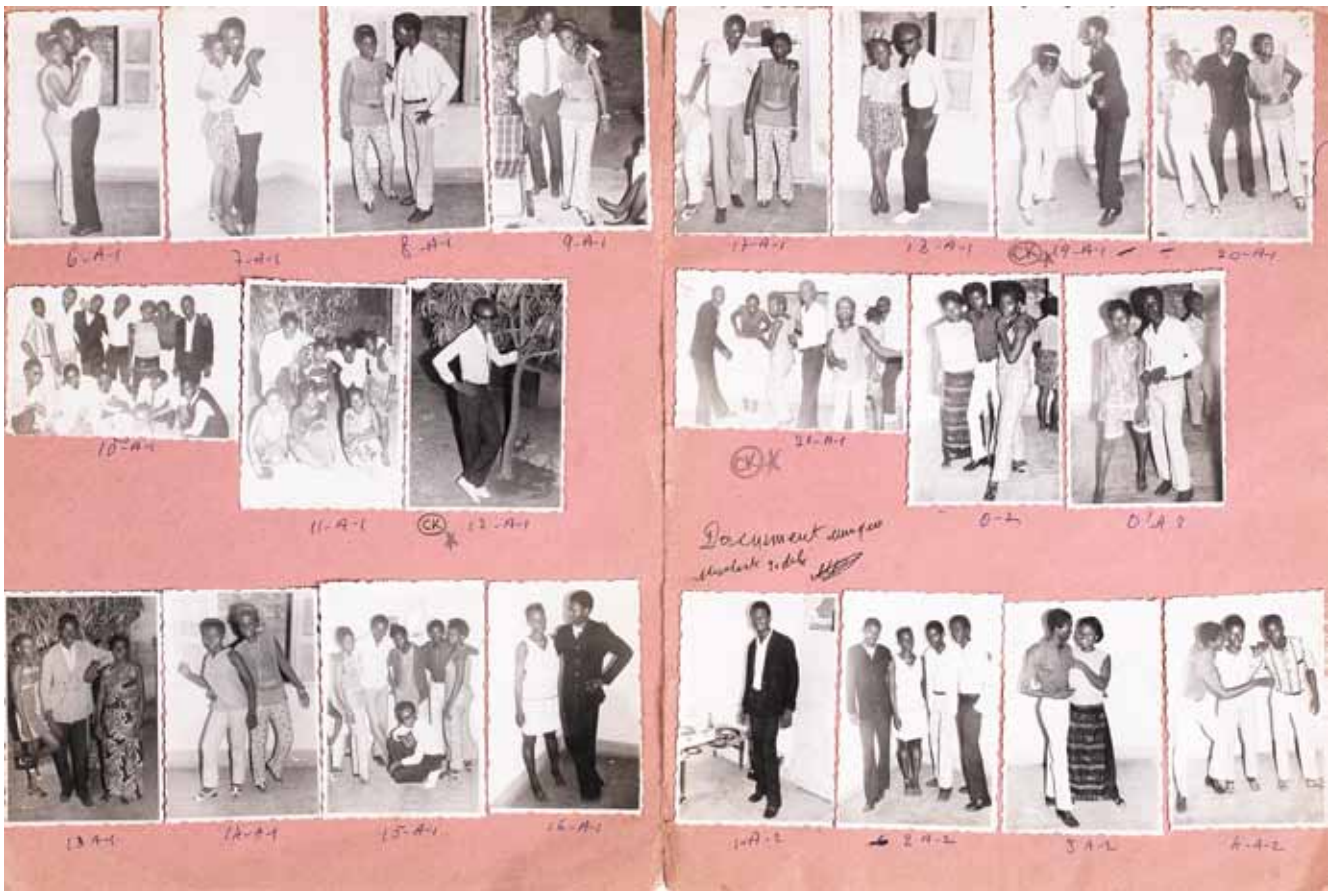
Fiel dos Santos began his artistic career as a draughtsman. Since then, he has experimented with a variety of media including ceramics and metalwork.

After the Mozambican Civil War (1976-1992), dos Santos joined the project Transforming Arms into Tools. This was an initiative launched by Bishop Dom Dinis Sengulane in 1995 as a way of reducing the threat of weapons stockpiled and hidden during the conflict. Mozambicans were encouraged to hand over their weapons in exchange for objects such as ploughs, bicycles and sewing machines. These weapons were then transformed by artists into sculptures.

Circle of life demonstrates the success of the scheme. The transformation of objects of destruction into art suggests the resilience of Mozambique's civilians and their hope for the future.

We are grateful to Claudia Bentel and Luke Crossley from David Krut Fine Art, Johannesburg, for their assistance with this catalogue entry.





25 *

MALICK SIDIBÉ (MALIAN, BORN 1935)

'Les Intimes' (a portfolio of 22 photographs)

dated '27-6-70' (front right); inscribed with title (centre).

silver gelatin print

9 x 6cm (3 9/16 x 2 3/8in), (image size); 32 x 48cm (12 5/8 x 18 7/8in), (portfolio).

£10,000 - 15,000

US\$17,000 - 25,000

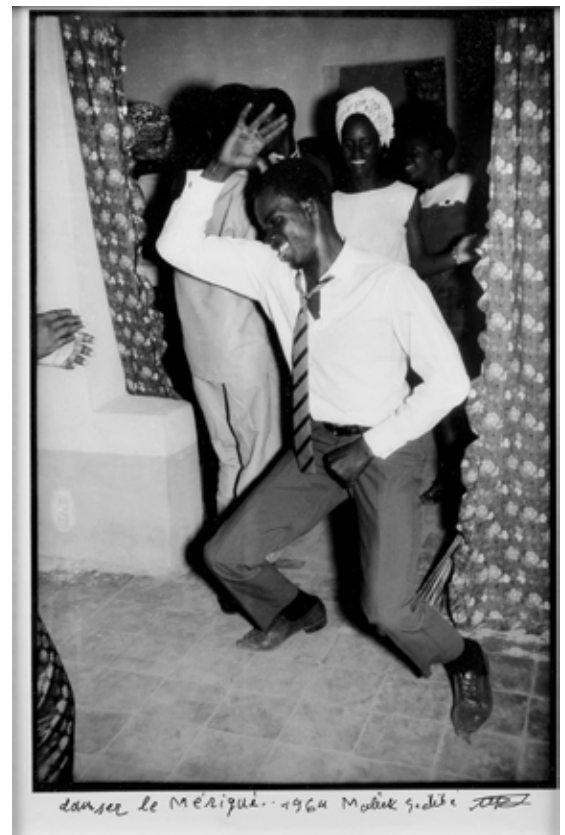
€12,000 - 18,000

Initially singled out for his drawing ability, Malick Sidibé attended the School of Sudanese Craftsmen in Bamako, becoming the pupil of well-known photographer Gerard Guillat.

A few years after graduation he opened his own studio, 'Studio Malick', in the heart of Bamako. The city experienced a great social reformation in the fifties and sixties. Sidibé spent these years exploring street life, attending parties, dances and other social events.

Sidibé's photographs document the rapidly changing culture. These three snap-shots show young men and women dancing and playing on the beach. The relaxed attitudes of the sitters reveal their intimacy with the artist. This ability to capture the spirit of the moment became Sidibé's trademark. Soon all youths wanted to be photographed by the 'Eye of Bamako'.

Sidibé was awarded the Hasselblad award, and the Golden Lion at the Venice Biennale for lifetime achievement in 2007.



26 *

MALICK SIDIBÉ (MALIAN, BORN 1935)

A set of three photographs:

1. 'Danser de l'amérique 1964'
2. 'Soirée Karim Kèita en position 1946'
3. 'Combat des amis avec pierres 1946'

each signed, titled and dated 'Malick Sidibé' (to lower margin)

silver gelatin print

30.5 x 20cm (12 x 7 7/8in), and smaller

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000





27 *

LADI KWALI (NIGERIAN, CIRCA 1925-1984)

Pot

impressed with maker's initials 'LK' and dated '69' (on base)

glazed stoneware

32 x 30 x 31cm (12 5/8 x 11 13/16 x 12 3/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

Ladi Kwali is Nigeria's best known potter. Born in the ancient potting region of Gwari, Ladi Kwali was trained in the traditional methods of production, building up her vessels in coils before firing them in the open air in a bonfire of dry vegetation. She was brought to international prominence after Michael Cardew discovered her work in the Emir of Abuja's collection. Cardew invited Kwali to join his studio in 1954, where she became the first woman potter.

These stoneware vessels date from this period. Hand-coiled, but glazed and fired in high temperature kilns, these pots fuse traditional Nigerian techniques with those of European studio pottery. The geometric and stylized decoration of these vessels is also a result of this hybrid; traditional animal motifs are depicted in sgraffitoed slip.

Bibliography

Prifysgol Aberystwyth University Ceramic Collection and Archive

The Victoria and Albert Museum Collections Database



28

LADI KWALI (NIGERIAN, CIRCA 1925-1984)

Pot

glazed stoneware

27 x 19 x 24cm (10 5/8 x 7 1/2 x 9 7/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



29

29

PAUL ONDITI (KENYAN, BORN 1980)

'Smokey Talky'

signed and dated 'Wudg' (lower centre)

mixed media

153 x 131cm (60 1/4 x 51 9/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

Smokey Talky is an intricate layering of mixed media. Old newspaper cuttings recording seminal incidents in black history such as the 'African Holocaust', the assassination of Malcolm X and the Lincoln-Douglas Debates, are juxtaposed with *The Brookes*, a famous 18th century print of a slave ship used to convey Africans across the Middle Passage. Superimposed on this collage are images of cassettes, tape recorders and digital barcodes. At the centre of it all is the faceless, indeterminate figure of Smokey. In a recent interview, Onditi stated that Smokey represents the "vacuum between people in communication", the impossibility of knowing another's thoughts. *Smokey Talky* seems to imply that even with the assistance of modern technology, humanity is no closer to achieving mutual understanding. According to Onditi, without this, we are destined to repeat the atrocities and racial discrimination documented in these old newspaper clippings.

Bibliography

'Paul Onditi: Notes from a Curious Mind', in the online publication, *Addis Rumble Uncovering African Arts*. 1 May 2013.



30

30 *

PAUL ONDITI (KENYAN, BORN 1980)

'Smoken Smokey'

signed and dated 'Wudg 012' (lower right)

mixed media

151.5 x 125.5cm (59 5/8 x 49 7/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

In *Smoken Smokey*, Paul Onditi employs a similar layering technique to *Smokey Talky*. The background of newspaper cuttings, *The Brookes* print and cassette tapes is repeated here. However, in this work Onditi is also commenting on Africa's rapid urban development. The striding figure of Smokey is set against repeated panoramas of Nairobi city's skyline. In a recent interview, Onditi claimed that much of his art was an attempt to counter the prevailing European attitude that African art should be 'tribal' and rural. Having spent most of his life in Nairobi, London and other cosmopolitan cities are far more familiar to him than "the bush": "To me, life right now revolves around the urban centres."

The city is thus an appropriate setting for figures such as Smokey as it reflects the lived experiences of the majority of Africans today.

Bibliography

'Paul Onditi: Notes from a Curious Mind', in *Addis Rumble Uncovering African Arts*, 1 May 2013.



31 *

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

Weapon Throne

metal and recycled weapons

86 x 57.5 x 9.5cm (33 7/8 x 33 7/8 x 3 3/4in).

£7,000 - 10,000

US\$12,000 - 17,000

€8,400 - 12,000

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 hidden by civilians fearful of a return of war.

His works give anthropomorphic and sculptural form to AK47s, rocket launchers, pistols and other objects of destruction, transforming them both into aesthetic objects and vehicles of political critique. His thrones often have an anthropomorphic quality, the backrest of this throne contains unexpected facial features that highlight the absurdity and human cost of war.

The artist states 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 civil 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 to use in works that would have a ‘positive’ influence, thus opposing their former function of killing”.

Weapon Throne carries strong political connotations, yet it is also an object of beauty, conveying the transformative power of art and resilience of African civilian societies.

Mabunda's work appeals to both local and international audiences, and he has exhibited at Museum Kunst Palast, Dusseldorf, Hayward Gallery, London, Centre Pompidou, Paris, Mori Art Museum, Tokyo, and the Johannesburg Art Gallery, among others.

Bibliography

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



32 *

GONÇALO MABUNDA (MOZAMBIKAN, BORN 1975)

'Soldier Back Home' ; 'Make No Mistake' (a pair)

each signed and dated 'MABUNDA / 2012' (verso)

metal, wire and decommissioned weapons

53 x 25 x 24cm (20 7/8 x 9 13/16 x 9 7/16in); 48 x 48 x 14.5cm (18 7/8 x 18 7/8 x 5 11/16in). (2)

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

These masks are entirely constructed from decommissioned weapons stockpiled and hidden during Mozambique's sixteen-year civil war. Seven million guns, rocket launchers and grenades were amassed in this period. In 1998, Gonçalo Mabunda took part in the project *Transforming Weapons into Art Objects*. By recycling the weapons of the civil war, the collective hoped to reduce the threat of stockpiled arms, and express the resilience of the civilian population.

Soldier Back Home and *Make No Mistake* demonstrate Mabunda's success in transforming these objects. AK-47s, tangled wires and rusting metal have been refashioned into masks, one of the most ancient African art forms. Such pieces express the artist's hope for his country: out of destruction may come new life.

These pieces are not merely a comment on the status of Mozambique. The African mask has played a significant role in the history of Western art, influencing the likes of Picasso and Braque. In selecting this form, Mabunda reminds the viewer that Western powers played their part in the bloodshed of the civil war, through their complicity in the global arms trade.

Bibliography

S. Njami, L. Durán, D. Elliott, J. Hubert-Martin and J. Picton, *Africa Remix: Contemporary Art of a Continent*. (London and Ostfildern-Ruit, 2005)

G. Harris, 'Goncalo Mabunda, in the frame', *The Art Newspaper*, No. 233. 1 March 2012



33

33

JOSEPH BERTIERS (KENYAN, BORN 1963)

'Political Campaign'
bears inscription 'Campaign 2007 / 91 x 121cm' and exhibition label
(verso)
acrylic on canvas
91 x 121cm (35 13/16 x 47 5/8in).

£3,000 - 5,000
US\$5,000 - 8,400
€3,600 - 6,000

34 *

PAA JOE (GHANAIAN, BORN 1945)

'Porsche 55' (James Dean car)
painted acrylic on wood, perspex, satin material and glass mirror
115 x 167 x 33cm (45 1/4 x 65 3/4 x 13in). (when open)
70 x 180 x 75cm (27 9/16 x 70 7/8 x 29 1/2in). (when closed)

£4,000 - 6,000
US\$6,700 - 10,000
€4,800 - 7,200

Ghanaian artist Paa Joe blurs the distinction between art and craft. His coffins are sculpted to reflect the status held by their occupants during their lifetime. As such, they celebrate and affirm the individual's life.

The spectacular nature of these coffins is a contemporary interpretation of traditional African burial ceremonies. The coffin recalls the pomp and extravagance of Ancient Egyptian royal tombs. However, we can also see the influence of contemporary American artists such as Jeff Koons. Like Koons, Paa Joe uses the kitsch to highlight the consumerism entrenched in contemporary society.

The artist has apprenticed with Kane Kwei, who is credited with beginning the 20th century tradition of figurative coffins. Paa Joe's work is held in museums and collections around the world, including the British Museum in London.

Bibliography

T. Secretan, *Going into Darkness: Fantastic Coffins from Africa*, (London, 1995), p.40



34



35

CAMILLE-PIERRE PAMBU BODO (DEMOCRATIC REPUBLIC OF CONGO, BORN 1953)

'La Sape' (a pair)

both signed and dated 'Art Bodo / 2012' (lower right)

acrylic on canvas

104.5 x 74.5cm (41 1/8 x 29 5/16in); 111 x 82.5cm (43 11/16 x 32 1/2in) (2)

£5,000 - 8,000

US\$8,400 - 13,000

€6,000 - 9,600

Born in 1953 in the Democratic Republic of Congo, Camille-Pierr Pambu Bodo - known as 'Bodo', lives and works in Kinshasa. He belongs to the Zaire School of Popular Painting, along with Moke and Chéri Samba. These artists believe that they can affect the course of history with their creations. Like Salvador Dali and other surrealists, Bodo's dreams provide the inspiration for the fantastical and highly symbolic imagery in his paintings. He says: "I express everything that happens to me, so that I am no longer focused on specifically African topics and can address myself to the entire world".

The title *La Sape* refers to a social movement centred in Brazzaville, the capital of the Democratic Republic of Congo. 'La Sape' is the appropriation of colonial style, dress and manners which are in stark contrast to Congo's surrounding poverty. Bodo's paintings parody these colonial Congolese 'dandies', highlighting the ridiculousness of their affections.



36

CHÉRI SAMBA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

'Je suis un rebelle'

signed and dated 'Chéri Samba / S. 1999' (lower right)

acrylic on canvas

100 x 150cm (39 3/8 x 59 1/16in).

£10,000 - 15,000

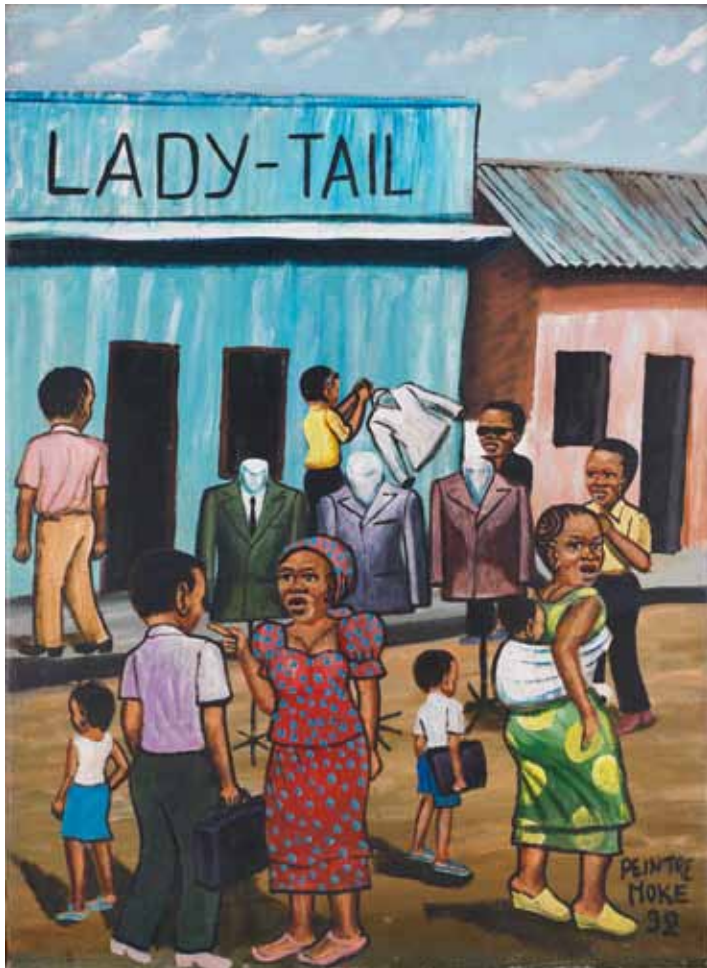
US\$17,000 - 25,000

€12,000 - 18,000

A comic strip painter and billboard artist, Chéri Samba, fuses the conventions of both these genres in his artworks. His large scale paintings are populated with cartoon figures; their narrative is made explicit through text and speech bubbles. This allows the artist to offer a commentary on Kinshasa's contemporary political and social issues. From the late 1980s, the artist began to portray himself frequently in his works, allowing the artist a freedom of expression, which is frequently silenced by state censorship.



37



38

37

CHÉRI CHÉRIN (DEMOCRATIC REPUBLIC OF CONGO, BORN 1955)

'Immigration Clandestine'

signed and dated 'CHÉRI-CHÉRIN / 2008' (lower right)

oil on canvas

140 x 300cm (55 1/8 x 118 1/8in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

38

MONSENGWO KEJWAMFI "MOKE" (DEMOCRATIC REPUBLIC OF CONGO, 1950-2001)

'Lady Tail'

signed and dated 'PEINTRE / MOKE/ 92' (lower right)

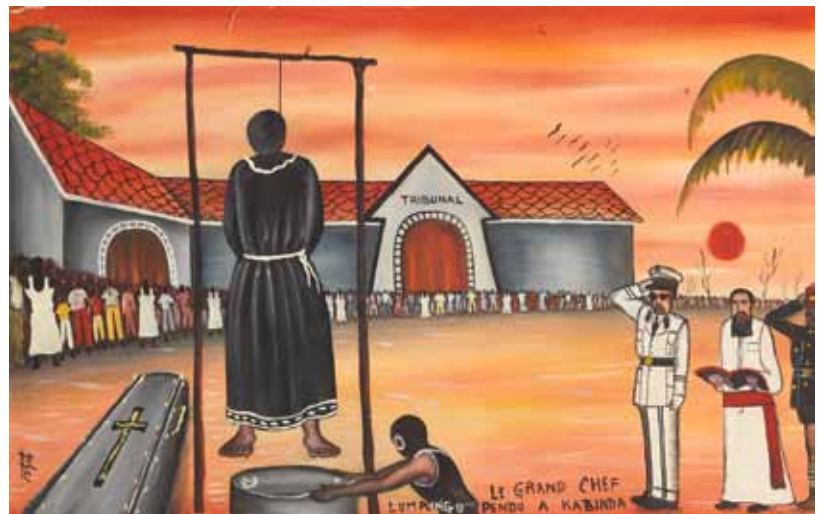
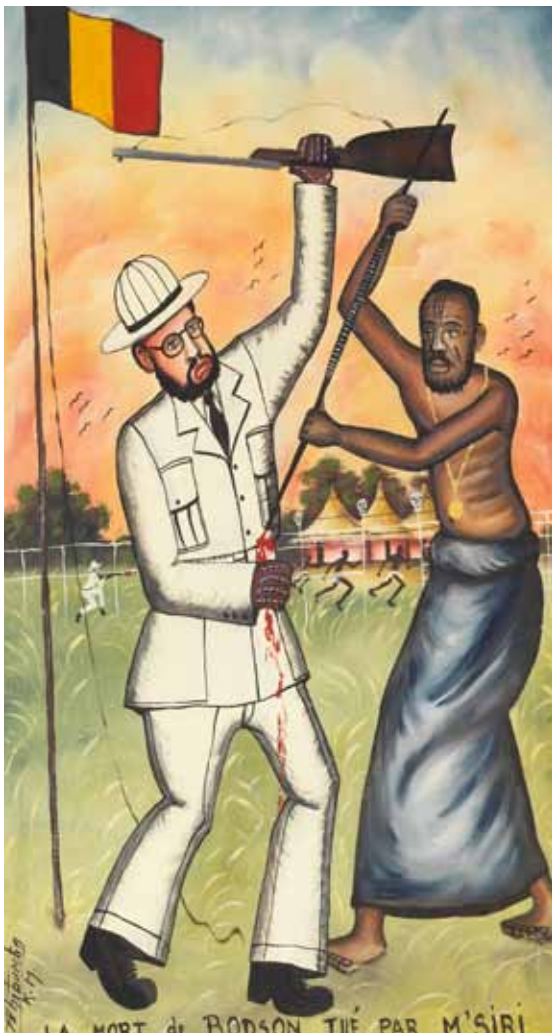
acrylic on canvas

95.5 x 71cm (37 5/8 x 27 15/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



39 *

TSHIBUMBA KANDA MATULU (DEMOCRATIC REPUBLIC OF CONGO, BORN 1947)

A set of three:

1. 'Attaque de l'O.N.U'
2. 'La Morte de Bodson tué par M'Siri'
3. 'Le grand chef Lumpungu perdu a Kabinda'

all signed and dated 'Tshibumba / K.M' (lower right) and inscribed with the title (lower centre)

oil on linen

38 x 60cm (14 15/16 x 23 5/8in); 38 x 60cm (14 15/16 x 23 5/8in);

37.5 x 60cm (14 3/4 x 23 5/8in)(3)

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

The period following Belgian Congo's independence witnessed rapid cultural change. Under the leadership of Mobutu Sese Seko, who came to office in 1965 and changed the country's name from the Republic of Congo to Zaire in 1971, artists were encouraged to return to pre-colonial techniques. Matulu and his fellow artists began to create works that explored the theme of national identity and ancestral origins.

However, as we can see from these oils, Western influence was not totally eradicated. Matulu's landscapes are consistent with the western tradition of linear perspective. The artistic practices of the colonisers have thus been incorporated into an anticolonial narrative.



40

40

FRANCIS PUME "BYLEX" (DEMOCRATIC REPUBLIC OF CONGO, BORN 1968)

'Regards croisés'

bears label inscribed with title (upper left) and another signed 'Bylex' (lower right)

mixed media

45 x 29 x 29cm (17 11/16 x 11 7/16 x 11 7/16in)

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

Bylex is the pseudonym of the Congolese artist Francis Pume, who is based in Kinshasa. Pume is an architect of concepts; disinterested in day to day realities, Bylex seeks to question the fundamental nature of politics and its impact on the African urban landscape. Pume's conceptual architectural models provide a universal emancipatory space, where his utopian ideals have free reign.

Bibliography

K.Van Synghe, 'Bylex Tourist City or Utopia as the prefiguration of architecture and politics', presented at Lebanese American University, 10 November 2011

41 *

FRANCOIS THANGO (CONGOLESE, 1936-1981)

Six panels

each signed and dated 'THANGO' (lower left)

acrylic or oil on canvas on a single scroll

64.5 x 20.5cm (25 3/8 x 8 1/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



41

YUSUF ADEBAYO CAMERON GRILLO (NIGERIAN, BORN 1934)

'The Flight'

signed 'Y.Grillo 72' (lower right); bears exhibition label (verso)

oil on board

122 x 122cm (48 1/16 x 48 1/16in).

£50,000 - 80,000**US\$84,000 - 130,000****€60,000 - 96,000**

Born in 1934 in the Brazilian Quarter of Lagos, Yusuf Grillo went on to become one of the most influential figures in Nigerian art. After studying extensively in Nigeria and the United Kingdom, Grillo became the Head of Art and Printing at Yaba College of Technology, a post he retained for over twenty-five years. During this period he has received a number of public commissions; his mosaics and stained glass can be seen in churches, universities, government buildings across Lagos, and most recently at the Murtala Mohammed International airport.

Grillo was a member of the Zaria School, a society founded in 1958, a year before Nigeria's independence. The movement was motivated by a desire to create a 'national style', an aesthetic that was not wholly grounded in Western artistic traditions.

The Nigerian landscape and Yoruba people are thus frequent subjects of Grillo's work. *The Flight* depicts a young family in native Yoruba dress, seated on a bicycle. The artist began the work during the Civil War. The sight of civilians abandoning their homes to escape the soldiers reminded Grillo of the flight of the Holy Family from Israel to Egypt. Indeed, the young family in the painting carry a saw along with their baggage, a symbol of Joseph's profession as a carpenter.

The elongated and geometric figures are stylised almost to the point of abstraction, yet they never lose their humanity. The generous folds and drapery of the couple's dress, balance the angular geometry of their bodies. This rejection of photographic realism allows Grillo to present these Yoruba as "the contemporary ideal of beauty", all elegance and grace.

Bibliography

P. Dike & P. Oyelola, *The Zaria Art Society*, (Lagos, 1998), pp.87-96





43

**YUSUF ADEBAYO CAMERON GRILLO
(NIGERIAN, BORN 1934)**

'The Blue Madonna'

signed 'Grillo 65' (lower left); bears Commonwealth
Institute label (verso)

oil on composition board

119.5 x 51cm (47 1/16 x 20 1/16in).

£20,000 - 30,000

US\$33,000 - 50,000

€24,000 - 36,000

Provenance

Acquired in Lagos, Nigeria c.1965

A private collection

Although the above work bears a label from the
Commonwealth Institute, it is not listed as one of the
exhibits in the catalogue for the 1972 show '*Three
One-man Exhibitions*'.

The work also bears the name 'R Atkinson' on the
label verso. Robin Atkinson was a prominent Lagos
architect and an early patron of the artist.

We are grateful to Professor Grillo for his assistance
with this catalogue entry.

44

**BENEDICT CHUKWUKADIBIA ENWONWU
M.B.E (NIGERIAN, 1917-1994)**

Lagoon

signed and dated 'Ben Enwonwu / 1972' (lower left)
oil on canvas

44 x 102cm (17 5/16 x 40 3/16in).

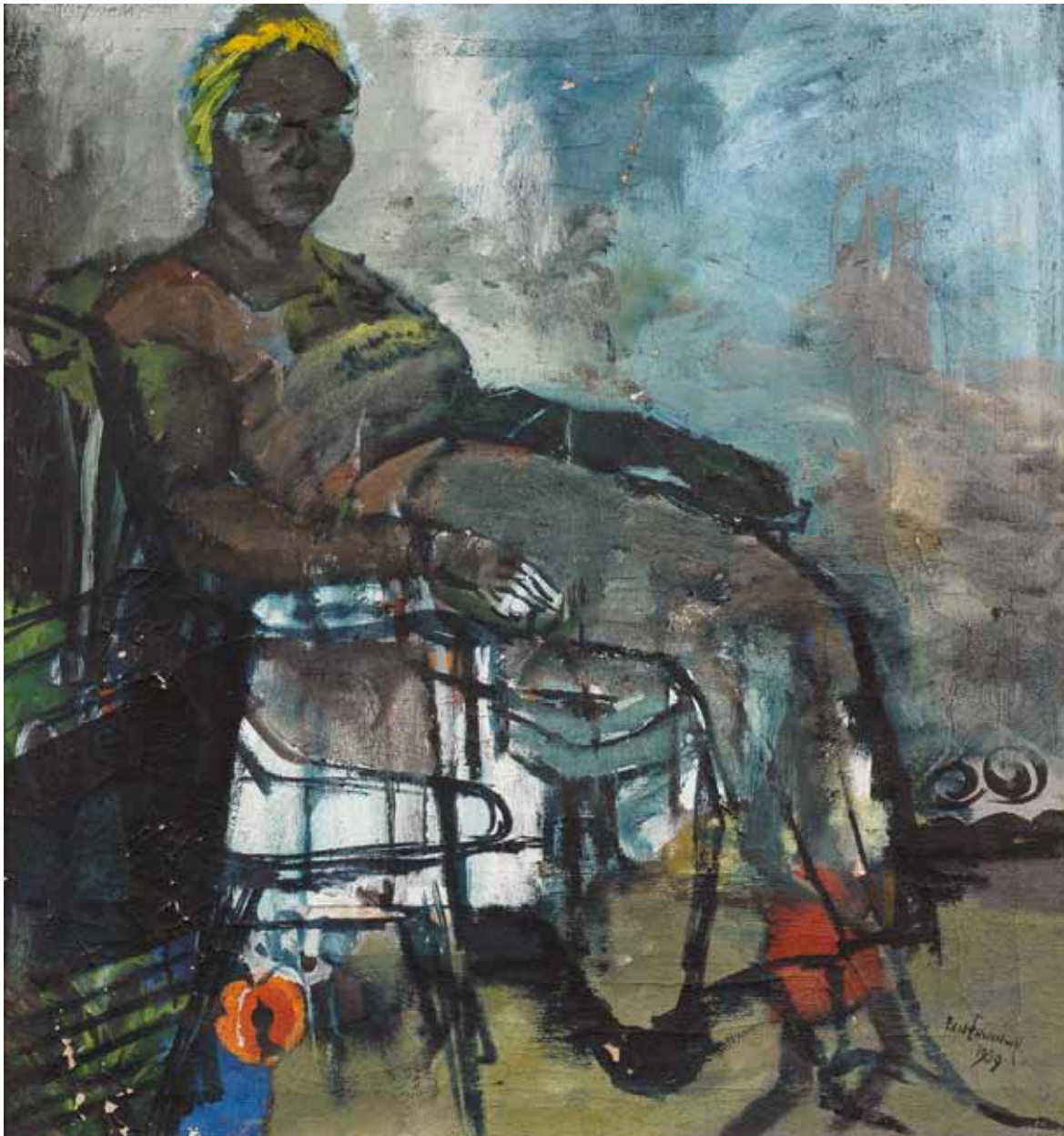
£30,000 - 50,000

US\$50,000 - 84,000

€36,000 - 60,000







46

45 *

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

Jungle Path
signed and dated 'BEN ENWONWU / 1960-61' (lower right)
oil on canvas
132 x 70cm (51 15/16 x 27 9/16in).

£30,000 - 50,000
US\$50,000 - 84,000
€36,000 - 60,000

46 *

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

Grandma
signed and dated 'BEN ENWONWU / 1959' (lower right)
oil on canvas
64 x 61cm (25 3/16 x 24in).

£15,000 - 20,000
US\$25,000 - 33,000
€18,000 - 24,000



47 *

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

'Anyanwu'

bronze resin

95 x 32 x 19cm (37 3/8 x 12 5/8 x 7 1/2in). (excluding base).

£12,000 - 18,000

US\$13,000 - 20,000

€9,600 - 14,000

Provenance

Acquired directly from the artist by Dr. John Akar (1927–1975), former ambassador from Sierra Leone to the U.S.

Thence by descent to the current owner

Literature

S. Ogbachie, *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, this 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 Chi-ukwu, 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 torso arising as if from the earth, is considered the pre-eminent expression of what Sylvester Ogbachie describes as "the aspirations of the Nigerian nation and Enwonwu's personal intercession for its survival and growth".

The sinuous bronze resin 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 small numbers both in bronze and resin from two different moulds. 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. Ogbecchie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), pp.130-1; pp.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





48

48 *

UZO EGONU (NIGERIAN, 1931-1996)

'Prophetess'

signed and dated 'Egonu / 64' (lower right); bears label with title (verso)

oil on canvas

91 x 71cm (35 13/16 x 27 15/16in).

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

Provenance

Acquired directly from the artist by Dr. John Akar (1927-1975), former ambassador from Sierra Leone to the U.S.

Thence by descent to the current owner

49

UZO EGONU (NIGERIAN, 1931-1996)

African Woman

signed 'Egonu / 64' (lower left)

oil on canvas

61 x 51cm (24 x 20 1/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



49

50

NYEMIKE ONWUKA (NIGERIAN, BORN 1972)

'One Take, No Rehearsal'

signed and dated 'Nyemike Onwuka / 2012' (lower left)

oil on canvas

122 x 107cm (48 1/16 x 42 1/8in).

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

51 *

RICHARD MUDARIKI (ZIMBABWEAN, BORN 1985)

'Big fish eats small fish'

signed and dated 'Mudariki 13' (lower right), inscribed 'Richard Mudariki / © 2013 / Big fish eats small fish' (verso)

oil on canvas

70.5 x 70.5cm (27 3/4 x 27 3/4in).

£2,000 - 3,000

US\$3,300 - 5,000

€2,400 - 3,600



50



51

52 *

YUSUF ADEBAYO CAMERON GRILLO (NIGERIAN, BORN 1934)

African Woman with Gele

signed and dated 'Y. Grillo 75' (lower left); inscribed 'Y.A. GRILLO / 1975' (verso)

oil on canvas

92.5 x 91.5cm (36 7/16 x 36in).

£30,000 - 50,000

US\$50,000 - 84,000

€36,000 - 60,000

Recognised as one of the most influential figures in Nigerian art, Yusuf Adebayo Grillo has made significant contributions to modern Nigerian art practice and education. While he considers himself to be primarily a painter, 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.

After studying extensively in Nigeria and the UK, Grillo became the Head of the Department of Art and Printing at Yaba College of Technology, a post he retained for more than 25 years. An outstanding academically trained painter, he rose to prominence and international recognition in the 1960s and 1970s, while exhibiting a large collection of his early works. Grillo's wealth of experience, and the combination of his exposure to Western art training and techniques with the characteristics of traditional Yoruba sculpture, confer on his work the status of open text. An open text requires numerous interpretations for the full richness of his works to be appreciated: they also further call for the consideration of the tradition and culture from which these works were fashioned.

African Woman with Gele is characterised by the delicate rendering of the female figure illuminated by subtle shades of blue, purple and white. The soft and cool colour palette permeates the work with a sense of tranquillity, while also exuding a palpable sense of spirituality. The elongated and geometrically shaped female figure breathes an aura of dignity and elegance, while her visage, with which Grillo makes reference to the African mask form, is stylised almost to the point of abstraction; yet she does not lose her human essence. As is common in Grillo's work, she is "imbued with a combination of human frailties, grace and elegance, which according to Grillo represent the contemporary ideal of beauty in an urban setting".

Bibliography

P. Dike & P. Oyelola, *The Zaria Art Society*, (Lagos, 1998), pp.87-96



53

YUSUF ADEBAYO CAMERON GRILLO (NIGERIAN, BORN 1934)

Mother - IYA series

signed 'Grillo' (lower right); inscribed 'GRILLO' (verso)

oil on board

111.5 x 45.5cm (43 7/8 x 17 15/16in).

£20,000 - 30,000

US\$33,000 - 50,000

€24,000 - 36,000

We are grateful to Professor Grillo for his assistance with this catalogue entry.





54

54 *

VERONICA OTIGBO-EKPEI (NIGERIAN, BORN 1966)

'Save the Tree'

signed and dated 'VERO EKPEI / 13' (lower right)

acrylic paint on a log of wood

93.5 x 15 x 21.5cm (36 13/16 x 5 7/8 x 8 7/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

Veronica Otigbo-Ekpei gained her degree in Creative Arts and Sculpture from the University of Lagos. Her sculptures seek to communicate the exuberance and endurance of life through the medium of wood. This natural formation, which Otigbo-Ekpei salvaged from burning woodland, is painted with acrylic that breathes life back into the wood, thus proving that something beautiful can be achieved. Overall, this work serves as a response to the ongoing and pertinent issue of deforestation and bush burning in Africa. Most importantly, it acts as a statement calling for the consideration and support of those against this harmful act which pains the environment.

Bibliography

V.Otigbo-Ekpei, *Echoes from the Wood*, (Rangefinder Nig Ltd, 2013), p.16



55

55

FRANCIS UDUH (NIGERIAN, BORN 1963)

'Fecundity'

signed and dated 'UDUH FM. '0.13' (to left side)

carved wood

62 x 32.5 x 52cm (24 7/16 x 14 3/8 x 20 1/2in). (including base)

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

Uduh trained at Auchi Polytechnic and Yaba College of Technology in Nigeria. This ebony carving is a demonstration of his ability to deconstruct and reconstruct form. By pushing these spacial boundaries, Uduh reveals the creative possibilities of his materials, creating a high-impact effect from three hundred and sixty degrees.



56

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

'Snake Dance'

bears artist's label with title and date '1954' (to base)
carved wood

141 x 20 x 20cm (55 1/2 x 7 7/8 x 7 7/8in) (including base).

£50,000 - 80,000

US\$84,000 - 130,000

€60,000 - 96,000

Exhibited

London, Royal Society of British Artists, 'Ben Enwonwu's Dance Theme', 4 October 1985, no. 10

The snake is a recurrent motif in Enwonwu's work, and possesses great symbolic significance given its divine status to the Igbo people of Nigeria.

The Spirit of the World, an early gouache painted whilst the artist was still a pupil at the Slade School of Fine Art, depicts the Igbo god Olisa Ebuluwa framed by a profusion of snakes, symbols and apparitions.

Enwonwu's most famous piece, *Anyanwu* (see lot 47), also utilises serpentine imagery. The great earth deity, Ani, is often represented as an immense python. The sculpture depicts the goddess surging up from the earth. Her torso is that of a normal woman, but her elongated lower half resembles the tail of a snake.

The current lot, *Snake Dance*, renders these themes in a more abstract aesthetic. The totemic nature of the sculpture suggests its connection to the divine. Its sinuous form and textured surface create an illusion of movement.

Dance is a vital part of many Igbo ceremonies, funerals in particular. The dancing snake, an embodiment of life-giving Ani, is simultaneously a representation of life and death.

Bibliography

S. Okwunodu Ogbechie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008) pp.73-4 & 131



57

57

MESHACK ASARE (GHANAIAN, BORN 1945)

Fisherman

signed and dated 'MESHACK / ASARE 70' (lower right)

oil on canvas

82.5 x 64cm (32 1/2 x 25 3/16in).

£6,000 - 9,000

US\$10,000 - 15,000

€7,200 - 11,000

Provenance

A Private Collection

58

EL ANATSUI (GHANAIAN, BORN 1944)

'The Clan'

signed and dated 'EL / 91' (third piece from right); bears label with title (verso)

wood relief with acrylic

61 x 145cm (24 x 57 1/16in).

in fourteen pieces

£25,000 - 35,000

US\$42,000 - 59,000

€30,000 - 42,000

Provenance

Acquired directly from the artist

Thence by direct descent to the current owner





59

MALANGATANA VALENTE NGWENYA (MOZAMBICAN, 1936-2011)

The Last Supper

signed and dated '62 / MALANGATANA' (lower left)

oil on canvasboard

59 x 94.5cm (23 1/4 x 37 3/16in).

£8,000 - 12,000

US\$13,000 - 20,000

€9,600 - 14,000

Provenance

Purchased directly from the artist by the British Consul General in

Maputo

Thence by descent to the current owner



60 *

MALANGATANA VALENTE NGWENYA (MOZAMBICAN, 1936-2011)

Deity Figure with Skulls

signed and dated 'Malangatana / 62' (upper left)

oil on board

143 x 122cm (56 5/16 x 48 1/16in).

£10,000 - 15,000

US\$17,000 - 25,000

€12,000 - 18,000

Provenance

Acquired directly from the artist by Dr. Elizabeth Schneider

The dominating female deity in this work fixes the viewer with a frenzied stare, set against a chaotic background of dismembered limbs and faces. Malangatana's work frequently features such surreal and grotesque elements, having been drawn from his hallucinations and nightmares. Seen through the eyes of the artist, the world becomes an unfamiliar and disturbing place.

The Portuguese artist, sculptor and architect Pancho Guedes argues that works such as *Deity Figure with Skulls* are a result of Malangatana's acute sensitivity to his environment. They are an amalgamation of influences, incorporating images from both the Western colonial tradition and those of his native Mozambique.

Bibliography

J. Navarro, *Malangatana Valente Ngwenya*, (Tanzania, 2003), pp.13-15



61 *

MALANGATANA VALENTE NGWENYA (MOZAMBICAN, 1936-2011)

Faces

signed and dated '72 / Malangatana' (lower left)

oil on board

51 x 85cm (20 1/16 x 33 7/16in).

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

Provenance

Acquired directly from the artist by Dr. Elizabeth Schneider

MALANGATANA VALENTE NGWENYA
(MOZAMBICAN, 1936-2011)

'E a partir dessa noite'

signed and dated '70 / Malangatana' (lower left);
 inscribed '... e a partir dessa noite sentiram-se sos
 porque nunca mais voltou' [And since that evening
 they felt lonely because they never came back]
 (verso)

oil on canvas

97 x 44cm (38 3/16 x 17 5/16in).

£5,000 - 8,000

US\$8,400 - 13,000

€6,000 - 9,600

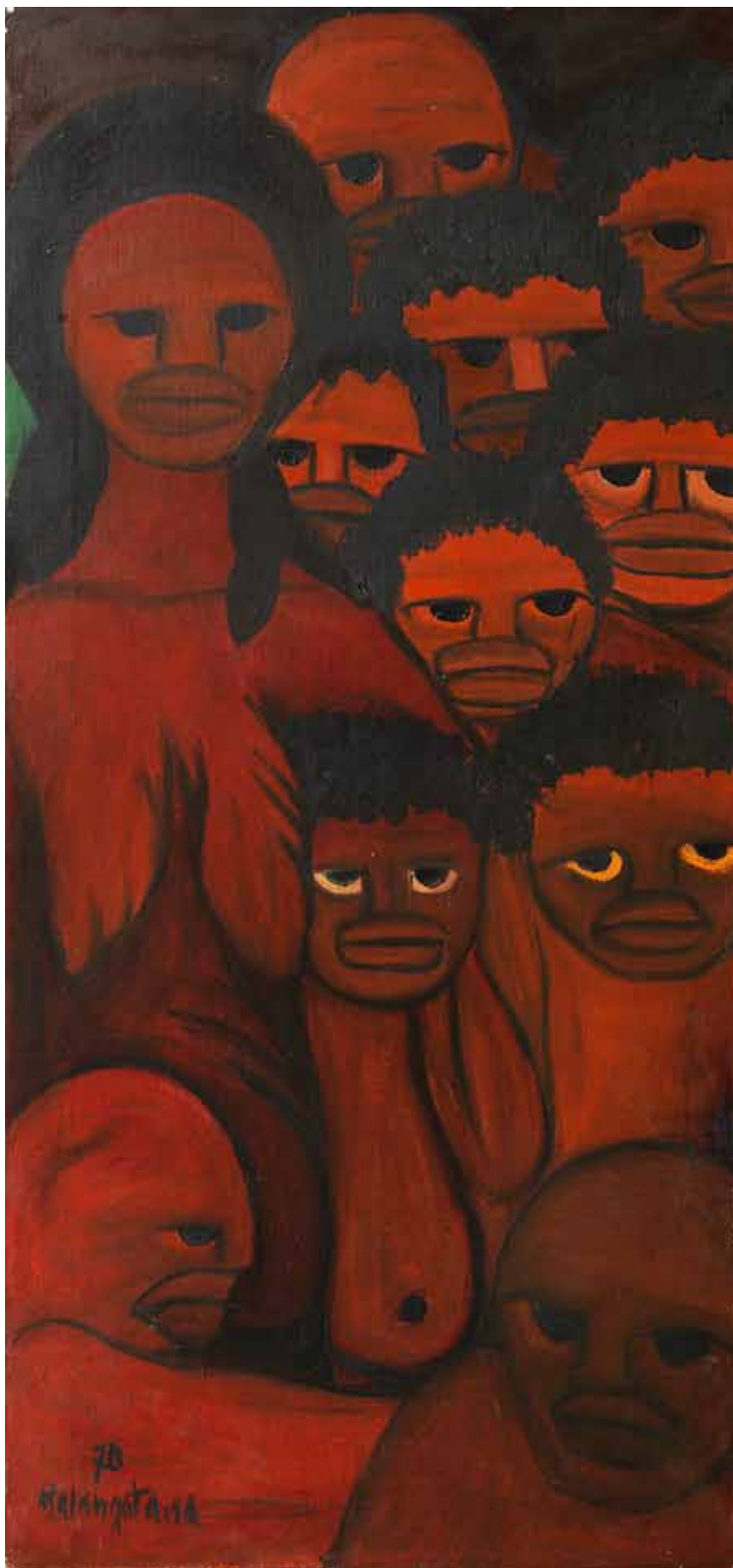
Provenance

Acquired directly from the artist by Dr. Elizabeth
 Schneider

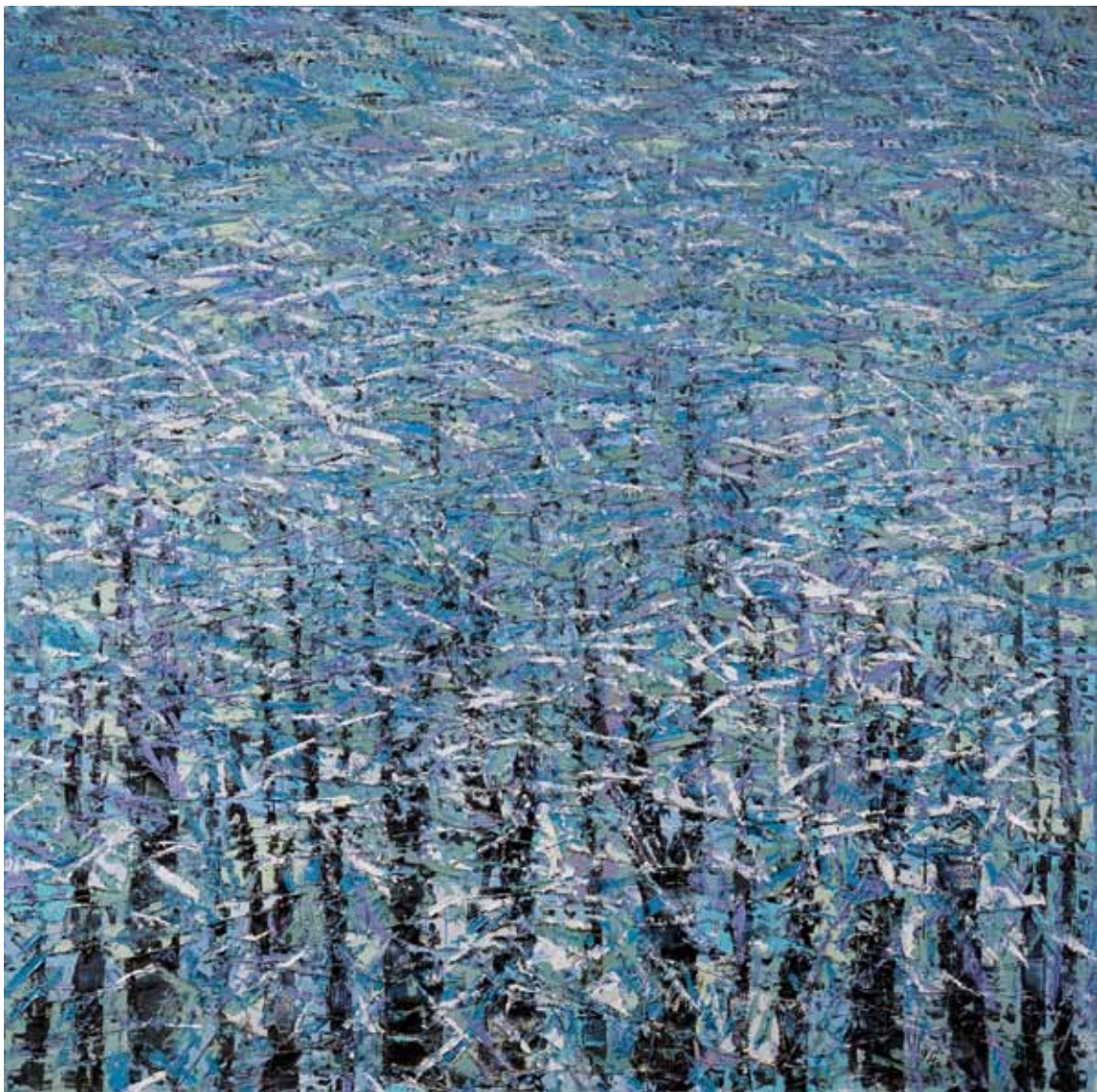
Born in Mozambique, Valente Ngwenya Malangatana has been described as the pioneer of new African Art because of his combination of fearless vision with an unbridled utilisation of his heritage.

Acutely sensitive to the political and social implications of colonialism, Valente Malangatana's canvases depict the remnants of history, a history with foreign definitions of moral and immoral, of God and the Devil and ever-present social pressures. Malangatana feels that any art that fails to express the anxieties and aspirations of the people is insignificant. As a result his works always contain strong elements of empathy for their subjects' agony.

Malangatanas fantastical scenes, which are crammed with figures exuding crazed stares, powerful demons forms and voluptuous women are a new, contemporary mythology. Like all myths though, Malangatana's paintings do not repel us with their horror, but instead cast a magical and mysterious net around the viewer.







64

63 *

**MALANGATANA VALENTE NGWENYA
(MOZAMBICAN, 1936-2011)**

Six drawings and one watercolour

1. Crazy skulls
2. Weeping figure imprisoned
3. Crazy figures in a forest
4. Feeding the masses
5. Purgatory
6. A peace offering
7. Nightmare

all signed and dated 1963-1993

pen and ink, watercolour and gouache

66 x 48cm (26 x 18 7/8in). and smaller (7)

£5,000 - 8,000

US\$8,400 - 13,000

€6,000 - 9,600

Provenance

Acquired directly from the artist by Dr. Elizabeth Schneider

64 †

PROF. ABLADE GLOVER (GHANAIAN, BORN 1934)

Rainforest

dated '94' (lower right)

oil on canvas

94 x 94cm (37 x 37in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



65 †

PROF. ABLADE GLOVER (GHANAIAN, BORN 1934)

'Market'

dated '95' (lower right)

oil on canvas

100 x 150cm (39 3/8 x 59 1/16in).

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

Professor Ablade Glover was trained in Ghana, Britain and the United States. He has accumulated numerous distinctions which demonstrate his importance as an artist and enthusiastic educator on the national and international art scene. It is generally agreed that contemporary Ghanaian art developed in response to the introduction of Western concepts at the start of the nineteenth century. As this genre of art has developed, an aesthetic of complex African representations and inspirations, fused with western modes of artistic expression, has emerged. Professor Ablade Glover follows the first generation of Ghanaian artists, post-independence, who explored African urban subjects in a more realistic vein, linking the state of Ghana to a mythological past of African tradition.

Market places, lorry parks, shanty towns and other urban spaces, crowded with ordinary people are regular themes explored by Glover. His artworks demonstrate the natural connection of the traditional African and modern Western styles. Glover's use of colour and the textural qualities in his works, call to mind the brightly-coloured and textured Ghanaian fabrics and textiles. The paint is applied boldly as thick impasto, worked by deft strokes of the palette knife into a type of thick carpet of glowing light and shade. *Market* is both an abstract epiphany of colour and a detailed rendition of reality.

Bibliography

J.Castellote, *Contemporary Nigerian Art in Lagos Private Collections* (Ibadan, 2012), pp.14 & 89



66 †

PROF. ABLADE GLOVER (GHANAIAN, BORN 1934)

'Accra roofs'

oil on canvas

100 x 150cm (39 3/8 x 59 1/16in).

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

Professor Glover's paintings shift between abstraction and detailed realism depending on the viewer's precise distance from the canvas.

When viewed up close, *Accra roofs* appears to be a constellation of random shapes. Take a step back however, and the inchoate array comes into focus. The abstract shapes transform into a townscape, captured under particular conditions of light and weather.

The birds-eye view utilises Western perspectival techniques; the repeated squares of colour that represent the roofs of these Accra dwellings gradually shrink in size towards a horizon positioned beyond the top frame edge.

The present lot demonstrates Glover's fascination with the restless dynamics of the urban environment and the opportunities it offers for human interaction and exchange. He locates the precise point where the random events of daily life are resolved into a harmonious order: each roof blends into the townscape and the flux of the present is revealed as an intense instance of eternity.

Bibliography

J.Castellone, *Contemporary Nigerian Art in Lagos Private Collections*, (Ibadan, 2012), pp.14 & 89.

67 *

BENEDICT CHUKWUKADI BIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

'Princes of Mali'

signed and dated 'BEN ENWONWU / 1976' (lower right)

oil on board

68.5 x 121.5cm (26 15/16 x 47 13/16in).

£80,000 - 120,000

US\$130,000 - 200,000

€96,000 - 140,000

Provenance

Acquired directly from the artist in 1977

Thence by direct descent to the current owner

The present lot draws inspiration from the poet Leopold Sedar Senghor's 1945 work *Femme Noire*. Enwonwu joined African and African Diaspora intellectuals in evaluating the Harlem Renaissance Movement in the USA and defining its implications for Pan-African advancement in literature, music, theatre, dance and the fine arts.

While in France, Enwonwu interacted with Leopold Sedar Senghor and the Antillean poet Aimé Césaire whose ideology of *Négritude*, described an emergent sense of black pride. The philosophy *Négritude* called for political action designed to overturn the colonial subjugation of continental and Diaspora Africans. Enwonwu adopted Senghor's ideas about Pan - African cultural emancipation and became a close friend to the future statesman.

Senghor's *Femme Noire* is an ode to the black woman, but most importantly, it is a song of praise to Senegal, his country. Its veneration of the image of the black woman as an embodiment of African ideals coincided with Enwonwu's deployment of indigenous Igbo concepts of beauty and feminine power. For Enwonwu, *Négritude* did not necessarily imply adherence to specific forms but to ideas of black empowerment and emancipation, essentially the philosophical, political and aesthetic issues pertaining to *Négritude*, served as "the revitalization of African force".

In this artwork, Enwonwu welds indigenous notions of power to political demands for black empowerment. The vibrancy and movement of the figures represent Enwonwu's accordance with the inherent principles of the *Négritude* philosophy: emancipation and celebration of the Africans and their land. The vibrancy of colour which collides to yield new forms, permeates the social and cultural fabric of African societies. This work expresses the present state of neo-African culture, which includes Enwonwu's heritage of indigenous Igbo and Nigerian art, his formal academic training and his transitional modernist practice, insights acquired from his analysis of European Modern art, and influences derived from his engagement with rhetoric of Senghor's *Négritude*.

Femme noire by Léopold Sédar Senghor

Femme nue, femme noire

Vêtue de ta couleur qui est vie, de ta forme qui est beauté

J'ai grandi à ton ombre; la douceur de tes mains bandait mes yeux

Et voilà qu'au cœur de l'Été et de Midi,

Je te découvre, Terre promise, du haut d'un haut col calciné

Et ta beauté me foudroie en plein cœur, comme l'éclair d'un aigle

Femme nue, femme obscure

Fruit mûr à la chair ferme, sombres extases du vin noir, bouche qui fais

lyrique ma bouche

Savane aux horizons purs, savane qui frémit aux caresses ferventes

du Vent d'Est

Tamtam sculpté, tamtam tendu qui gronde sous les doigts du

vainqueur

Ta voix grave de contralto est le chant spirituel de l'Aimée

Femme noire, femme obscure

Huile que ne ride nul souffle, huile calme aux flancs de l'athlète, aux

flancs des princes du Mali

Gazelle aux attaches célestes, les perles sont étoiles sur la nuit de ta

peau.

Délices des jeux de l'Esprit, les reflets de l'or ronge ta peau qui se

moire

A l'ombre de ta chevelure, s'éclaire mon angoisse aux soleils

prochains de tes yeux.

Femme nue, femme noire

Je chante ta beauté qui passe, forme que je fixe dans l'Eternel

Avant que le destin jaloux ne te réduise en cendres pour nourrir les

racines de la vie.

Bibliography

S. Okwunodu Ogbachie, *Ben Enwonwu* (Rochester, 2008), pp. 78-79





68

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

Dancing Fruit-Picker

signed and dated 'Ben Enwonwu / 1964' (lower left)

gouache

74.5 x 54.5cm (29 5/16 x 21 7/16in).

£8,000 - 12,000

US\$13,000 - 20,000

€9,600 - 14,000



69

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

Lady carrying a pot
signed and dated 'Ben Enwonwu / 49.' (lower right)
gouache
37 x 10.5cm (14 9/16 x 4 1/8in).

£7,000 - 10,000

US\$12,000 - 17,000

€8,400 - 12,000

Exhibited

London, Galerie Apollinaire, 1950, no 21.

The entry for number 21 in the above exhibition catalogue is listed under "Guash Paintings", as "Girl carrying pot - Ebony". The reference to ebony in fact refers to the later sculpture (no.8) *Girl carrying pot*.



70 *

LEMI GHARIOKWU (NIGERIAN, BORN 1955)

'Felarama'

signed and dated 'GHARIOKWU LEMI 2013!' (lower left)

wire, collage, paint and rubber

120.5 x 243cm (47 7/16 x 95 11/16in).

£8,000 - 12,000

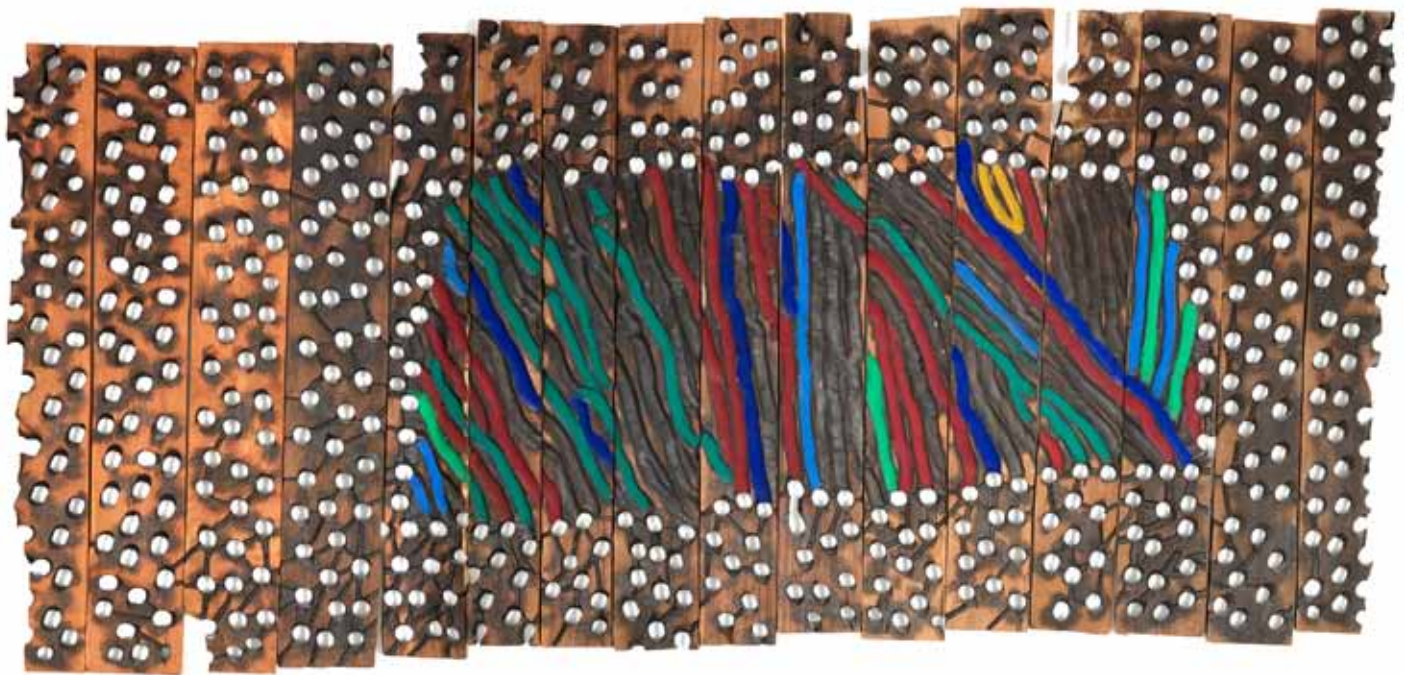
US\$13,000 - 20,000

€9,600 - 14,000

Lemi Ghariokwu is most notable for his long collaboration in designing album covers for the Afrobeat musician Fela Kuti. Lemi has stated:

"It's been pre-ordained that my path would cross with Fela's for the purpose of celebrating Africa."

His work has been exhibited extensively in Africa, Europe and the US and can be found in the collection of MoMA in New York.



71

EL ANATSUI (GHANAIAN, BORN 1944)

'Kente on Lace'

carved wood relief with acrylic

61 x 174.5cm (24 x 68 11/16in).

in sixteen pieces

£25,000 - 35,000

US\$42,000 - 59,000

€30,000 - 42,000

Provenance

Acquired directly from the artist by Doris Weller (1952-2013) on 18 September 1998

Thence by descent to the current owner

The artist Doris Weller was the founder of the Ama Dialog Foundation in Nigeria.

This lot is offered with the original artist's receipt.

The title of this wall-hanging refers to a native Ghanaian fabric made up of brightly-coloured strips. Traditionally kente cloth was worn only by Akan royalty and was reserved for special or sacred occasions. The colours of a cloth are of great significance and have symbolic meaning.

In this piece, thin planks of wood take the place of cloth strips. The grooves scored into the surface are painted in blue, green and red, representing the concepts of harmony, spiritual renewal and sacrifice.

El Anatsui has often criticised Western scholars for attempting to provide Africa with a written history. The colour symbolism of *Kente on lace* reminds the viewer that African people have long documented their thoughts and feelings ideographically. The holes and burnt areas of wood acknowledge that this history is incomplete. However, rather than try to fill the gaps, we must accept that these 'holes' are part of the greater picture.

Bibliography

J. Picton, *El Anatsui: A Sculpted History of Africa*. (London, 1998), p.27

L. Binder, *El Anatsui, When I Last Wrote to You about Africa*, (New York, 2010), p.33



72



73

72

BRUCE ONOBRAPPEYA (NIGERIAN, BORN 1932)

1. 'Studies of Nigerian musical instruments' 1975 5/30
 2. 'Okunovu' 1970 6/30
 3. 'Eranguamire' (Purple base) 1977 2/5
- each signed, dated, numbered and titled
metal foil relief (2) and etching (1)
42 x 69.5cm (16 9/16 x 27 3/8in); 45 x 59.5cm (17 11/16 x 23 7/16in); 70 x 51cm (27 9/16 x 20 1/16in)
(3)

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

73 *

KIZITO MARIA KASULE (UGANDAN, BORN 1973)

'Two Young Girls'

oil on canvas

91 x 111cm (35 13/16 x 43 11/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

74 *

KOLADE OSHINOWO (NIGERIAN, BORN 1948)

'Sisters'

signed and dated 'Oshinowo / 75' (lower right);

inscribed 'Sisters' (verso)

oil on canvasboard

107 x 46cm (42 1/8 x 18 1/8in).

£8,000 - 12,000

US\$13,000 - 20,000

€9,600 - 14,000





75



76



77

75 *

KOLADE OSHINOWO (NIGERIAN, BORN 1948)

'Awon Oba ati Ijoye Alaye' (The Kings and the Chiefs of the World)

signed and dated 'Oshinowo / 88' (lower left)

oil on board

55.5 x 76cm (21 7/8 x 29 15/16in).

£10,000 - 15,000

US\$17,000 - 25,000

€12,000 - 18,000

76

JAK MOSES KATARIKAWA (UGANDAN, BORN 1940)

Four faces

signed 'JAK KATARIKAWA' (lower left)

oil on board

64 x 97cm (25 3/16 x 38 3/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

77 *

KOLADE OSHINOWO (NIGERIAN, BORN 1948)

Mother and child

signed and dated 'Oshinowo / 78' (lower right)

oil on canvasboard

76 x 56cm (29 15/16 x 22 1/16in).

£10,000 - 15,000

US\$17,000 - 25,000

€12,000 - 18,000

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

'Ogolo'

signed and dated 'AGBOGO - MMUO / Ben Enwonwu / 1992' (lower left)

oil on canvas

102 x 79cm (40 3/16 x 31 1/8in).

£40,000 - 60,000**US\$67,000 - 100,000****€48,000 - 72,000**

This work demonstrates the impact of the cultural shift on Enwonwu's art in the decade of independence (1960 - 1970). Yet, it is also a deeply personal work which the artist produced acknowledging his brother's tragic death.

On the one hand, *Ogolo* encompasses Enwonwu's response to the new challenges of postcolonial identity and his reformulations of Pan-Africanist ideologies and indigenous aesthetics. His art thus became devoted to nationalistic ideals and deployed symbols drawn from significant cultural motifs of several indigenous ethnic groups within Nigeria. He particularly focused on Igbo masquerade performance and dance forms which spilled into sculptures and portraits in a variety of media. However the death of Enwonwu's brother, *Ike* Francis Enwonwu, painfully impacted the artist, and this work is also deeply sentimental. The masked spirit represents his inability to entirely comprehend the mystery of this sacred rite.

Following the death of his sibling, an increasingly superstitious nature manifested in Enwonwu, leading to his isolation from public life. The burial of his brother was a major event in Onitsha. In traditional burial ceremonies, a pantheon of Onitsha masquerade groups including *Agbogho*, *Mmuo* and *Ogolo* come to pay their respects to the dead in a ritualistic and noble ceremony. The spirit masking traditions of Africa place the masquerader in a state of grace and it is a complex, repetitive and performative process which brings together the physical and spiritual forces. The masquerade and the performance ensemble of its community (drummers, dancers, musicians and the general audience), intensely focus on the spectacle, creating a palpable energy field, which Enwonwu acutely captures in his work.

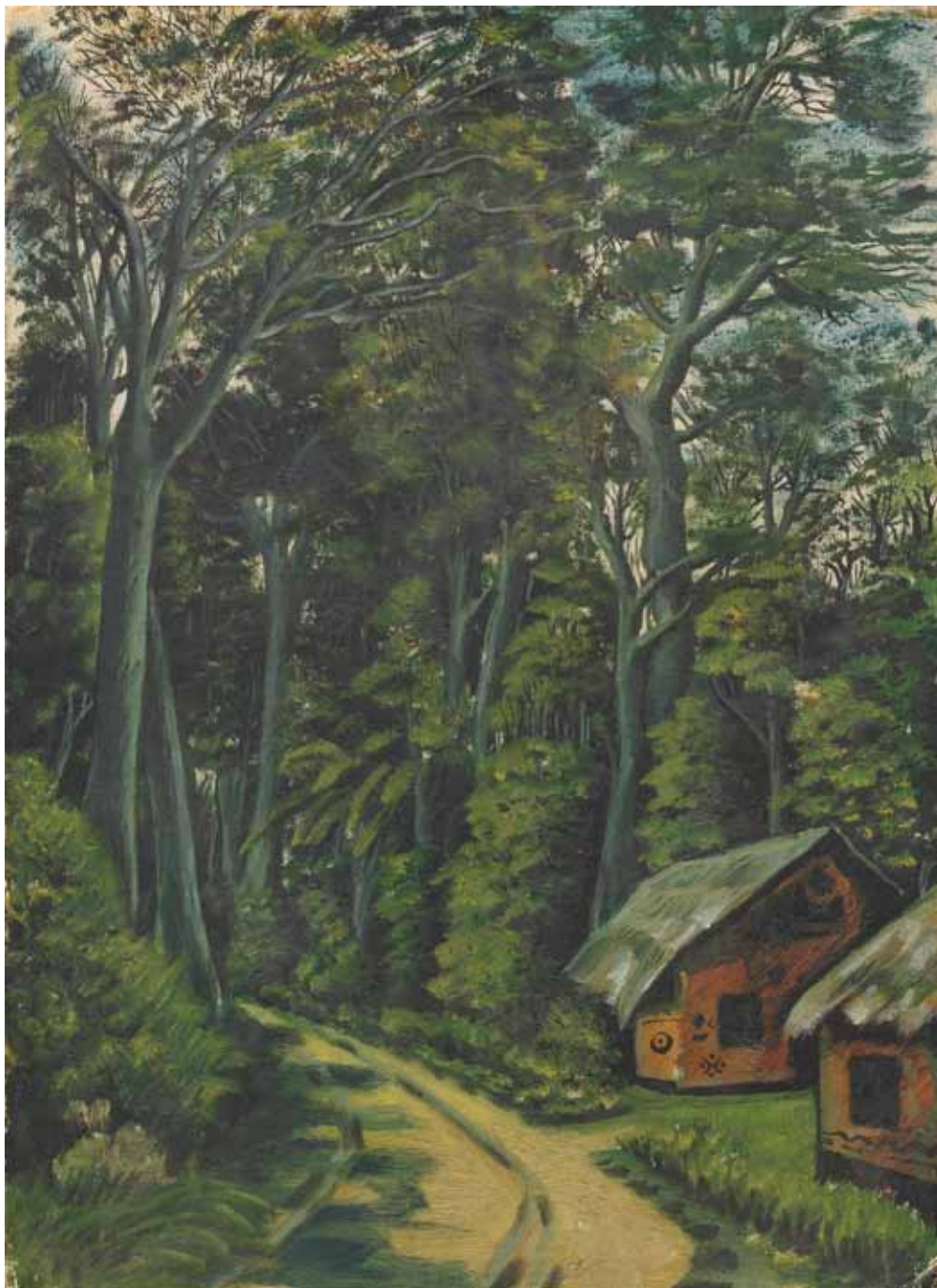
Enwonwu's masterful technique and superb colour handling, captures the essence of the refined and distilled *Ogolo* performance. It is a visual metaphor for the complexity of the human existence and the actual dance symbolises the transitory sojourn of humanity, fleeting though vigorous. The gentle movement of *Ogolo* which is accentuated by Enwonwu's almost kaleidoscopic fusion of bright colours, represents the masculine aspect of the *Mmonwu* pantheon, specifically celebrating the beauty of male virility.

Between 1988 and 1994, Enwonwu produced more than fifty drawings, paintings and sculptures that focused on the masquerade theme. This intense preoccupation with invoked performance, masking and the communication between gods, ancestral spirits and human beings is suggestive of Enwonwu's confrontation with his own morality.

Bibliography

S. Okwunodu Ogbechie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), pp.200 - 203





79

**BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN,
1917-1994)**

'A Forest Path'

oil on canvasboard

38 x 27.5cm (14 15/16 x 10 13/16in).

£7,000 - 10,000

US\$12,000 - 17,000

€8,400 - 12,000



80

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

'Gathering Firewood'

signed and dated 'Enwonwu. 1936' (verso); inscribed with title (verso)

watercolour

37 x 26.5cm (14 9/16 x 10 7/16in).

unframed

£5,000 - 8,000

US\$8,400 - 13,000

€6,000 - 9,600

81^W

SOKARI DOUGLAS CAMP (NIGERIAN, BORN 1958)

Bike 2000

steel, perspex and electric motor

185 x 268 x 75cm (72 13/16 x 104 3/4 x 29 1/2in)

£20,000 - 30,000

US\$33,000 - 50,000

€24,000 - 36,000

Exhibited

London, Morley Gallery, 'Knots of the Human Heart', 2000;

Manchester, The Lowry Arts Centre, 'Imagined Steel', 2002-03;

Sculptor Sokari Douglas Camp was born in the town of Buguma in 1958, part of the oil-rich Niger Delta in Southern Nigeria. She attended the California College of Arts and Crafts in 1979, before completing a BA in Sculpture from the Central School of Art and Design. She went on to gain her MA at the Royal College of Art in London in 1986.

Her early work explores the traumatic and tragic effects of the oil industry on her homeland. She bends, slices and stitches steel into life-size forms. Her memorial to the executed Niger Delta activist Ken Saro-Wiwa, commissioned in 2006, is a full scale living replica of a steel bus; inscribed on the piece is the proclamation 'I accuse the oil companies of practising genocide against the Ogoni' (the ethnic group most affected by the oil exploits in the Niger delta region). In the piece *Pelican* a mourning couple hold up a portrait of the bird, in the manner of a traditional Kalabari funeral rite of Douglas Camp's birth place. The death of the bird, as a casualty of the oil industry, is treated like a familial bereavement.

Oil concerns are a prevalent theme in our current history: the BP spill in the Gulf of Mexico resulted billions of dollars in victim compensation to the Southern United States, and apologies from the corporation responsible to a Western population. However this was all too close to home for Douglas Camp who knows of the long-time destruction wrought by oil 'imperialism' which has ravaged generation upon generation of people living in Nigeria's oil regions, with no such financial settlement or ownership of guilt from the companies responsible.

In particular Douglas Camp's hometown of Buguma in the Niger Delta is exposed to intrusive infrastructure, gas flares and fire that resemble the 'land of the midnight sun'. Her piece *Close to My Heart* depicts a traditionally-dressed woman holding up a photograph of such an explosion. Part of her steel 'sculpture series' these works use representations of everyday objects and people to ask questions about the political and personal effects of oil spills and racism.

In *Bike 2000* there is a less accusatory tone and the reference to oil is not the central political concern of the work. The family ride an oil dependant, over-sized motorbike: the 'political diagnostic' has instead become integrated with the idea of family and notions of home. Douglas Camp has said that she thinks "it is important to document the strength of my African beliefs in my work and I do not get the chance to discuss this aspect of my work because my audience is western". She has talked about how, as a African woman based in London, but with an unstable and unsafe 'home' back in Nigeria, she now draws strength and comfort from a far less geographical sense of home.

Instead she finds nurture in specific people, her friends and family scattered around the world, and her Kalabari beliefs that give her a sense of self, not of definite place. The personal thus becomes political. She says, "My work in the last twenty years has been about my life's experience: an African woman living and working in London. *Bike 2000* is a major work that has political concerns".

Bike 2000 brings the life of a motorcycle as a form of transport for an entire family, which is common in African culture, to a Western audience who understand motorcycle culture as form of transport for the individual.

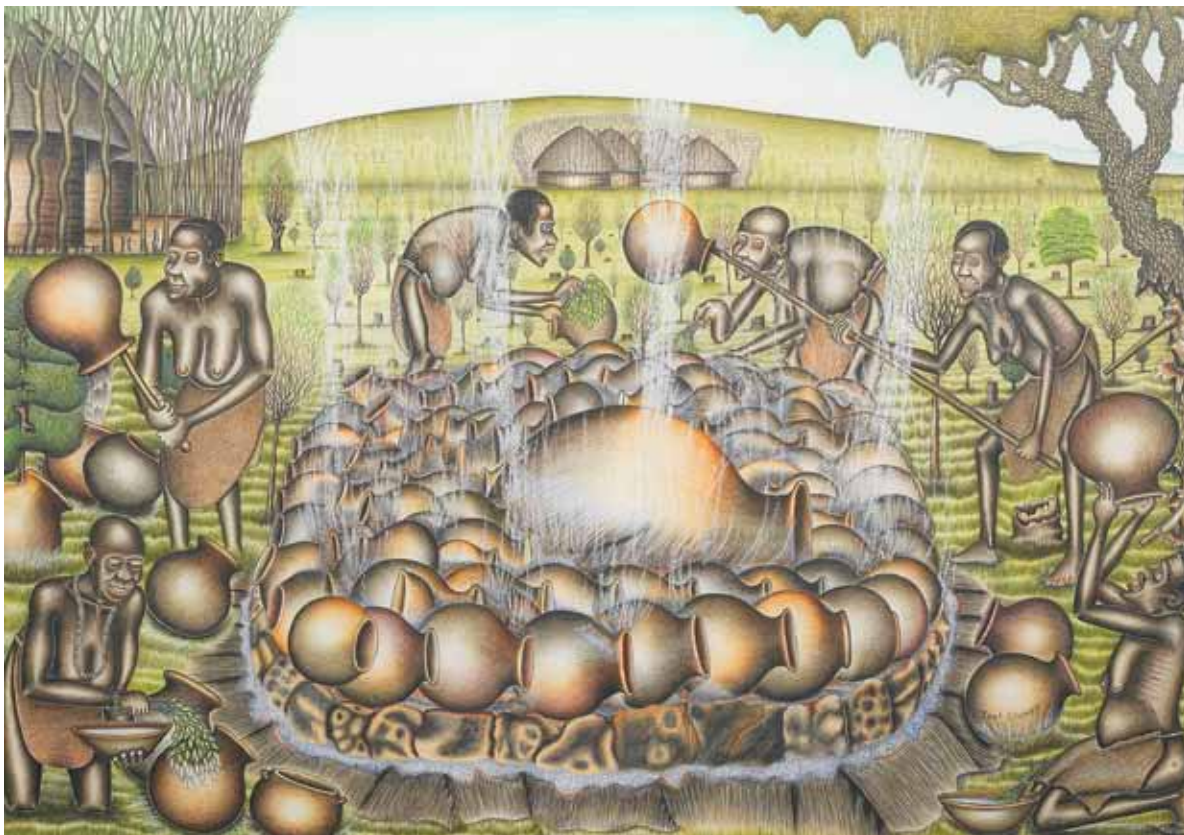
"The idea behind the sculpture is that a familiar object like this is used in lots of different ways throughout the world and it is a parallel life of the world that makes ordinary objects fascinating to me."

Douglas Camp poignantly transports another life of both the object and people into the gallery literally by motorcycle. However the oil-dependant motorcycle is also a symbol of the instability of her hometown in a political sense. The piece strikes a balance between emotive and challenging. These are "issues read in metal".

Bibliography

N. Ocran, *Sokari Douglas Camp: Steel Sculptures*, (Douglas Camp Productions, 2010) pp. 4-8





82



82

82

JOEL OSWAGGO (KENYAN, BORN KENYA 1944)

Men collecting sorghum; Women firing pottery
both signed 'Joel Oswaggo' (lower right)

pastel with pencil

52 x 75.5cm (20 1/2 x 29 3/4in); 60.5 x 40cm (23 13/16 x 15 3/4in). (2)

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

83

JOHN MBURU NJENGA (MEEK) GICHUGU (KENYAN, BORN 1968)

'To Mum', a self portrait

signed and dated 'Meek Gichugu 92 / To MUM' (lower right)

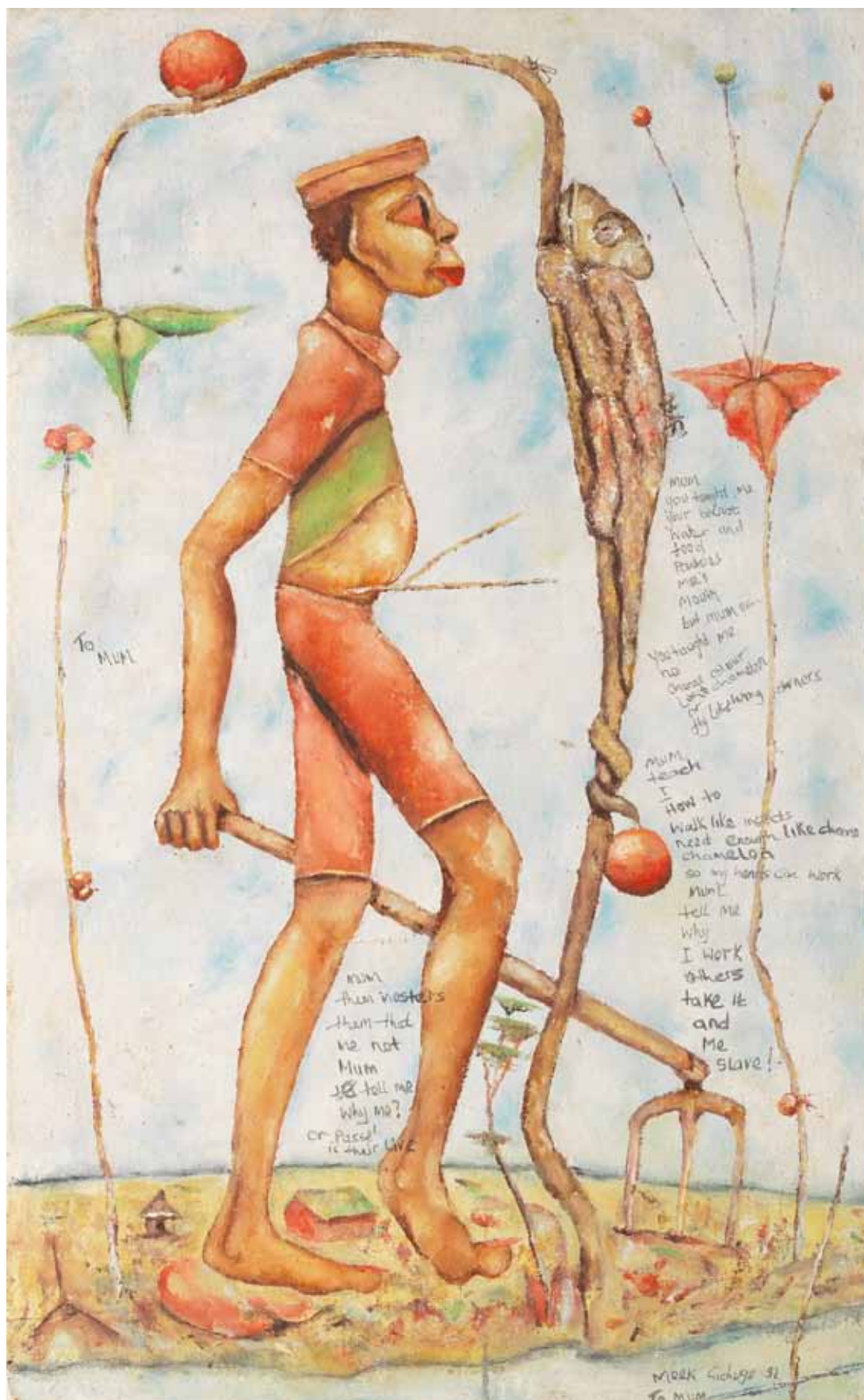
oil on canvas

72 x 43cm (28 3/8 x 16 15/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000





84

84
MICHAEL W. SOI (KENYAN, BORN 1972)

'Fly Emirates'
oil on canvas
99 x 199cm (39 x 78 3/8in).

£3,000 - 5,000
US\$5,000 - 8,400
€3,600 - 6,000

85
ANCIENT SOI (KENYAN, BORN 1937)

'Chasing the Blue Bird'
signed and dated 'Soi. / 1993' (lower left); bears label with title (verso)
oil on canvas
45.5 x 59cm (17 15/16 x 23 1/4in).

£3,000 - 5,000
US\$5,000 - 8,400
€3,600 - 6,000

Chasing the Blue Bird has a unique narrative: five birds used to visit a farmer daily and sang so melodiously that the farmer fed them well with grains. After a while, they became jealous of one another, thinking that if each sang alone, he would get all the grains. So one after the other, each tried his luck solo. But the farmer chased them away, saying: "I liked the songs you sang together, not the individual songs. Come back with your brothers and sisters and sing together, then I will feed you".

This narrative alludes to the popular African proverb that expresses the importance of community: "Go the way that many people go; if you go alone, you will have reason to lament". *Chasing the Blue Bird* affirms this thought: only within the context of community can the individual achieve his full potential.

86
FRANCIS KAHURI (KENYAN, BORN 1947)

'Taking Porridge'
signed 'Kahuri' (lower right); bears inscription 'Taking porridge / 1995' (verso)
oil on canvas
69.5 x 89.5cm (27 3/8 x 35 1/4in).

£3,000 - 5,000
US\$5,000 - 8,400
€3,600 - 6,000



85



86



87 *

DUKE ASIDERE (NIGERIAN, BORN 1961)

'Genesis II'

signed and dated '6.90 / ASIDERE / DUKE.E' (lower right); inscribed 'GENESIS II / June. 1990 / Trying Times (2)' (verso)

oil on canvas

89 x 91cm (35 1/16 x 35 13/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



88

ROM ISICHEI (NIGERIAN, BORN 1966)

'Graceful Four'

signed and dated 'Rom Isichei 06' (left centre); signed again 'Rom' (lower right)

oil on canvas

135 x 114cm (53 1/8 x 44 7/8in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



89 *

EL ANATSUI (GHANAIAN, BORN 1944)

'Ogal'

signed and dated 'EL / 03' (second piece from right); inscribed with title (verso)

carved wood relief with acrylic

90 x 103cm (35 7/16 x 40 9/16in).

in ten pieces

£25,000 - 35,000

US\$42,000 - 59,000

€30,000 - 42,000



90 *

AMON KOTEI (GHANAIAN, 1915-2011)

'African Venus'

signed and dated 'Kotei 95' (lower right)

oil on canvas

100 x 149cm (39 3/8 x 58 11/16in).

£5,000 - 8,000

US\$8,400 - 13,000

€6,000 - 9,600



91 *

BEN OSAGHAE (NIGERIAN, BORN 1962)

'A Harvest of Concubines'

signed and dated 'Ben Osaghae 97' (lower left); inscribed 'A
HARVEST of CONCUBINES, 1997 / oil / Ben Osaghae' (verso)

oil on canvas

113 x 140cm (44 1/2 x 55 1/8in).

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200



92



93

92 *

SUSANNE WENGER (AUSTRIAN, 1915-2009)

'Water Spirits'

signed 'Wenger' (lower right)

oil on canvas laid to board

104.5 x 83.5cm (41 1/8 x 32 7/8in).

£8,000 - 12,000

US\$13,000 - 20,000

€9,600 - 14,000

Susanne Wenger arrived in Nigeria from Austria in 1950 and remained there for the rest of her life. Living and working in the Yoruba region of Oshogbo, Wenger was fascinated by native traditions and rituals.

During that year, Wenger was introduced to Ajagemo, the high priest of Obatala at Ede. This meeting prompted Wenger to devote her art to the divine. The people of Oshogbo, she claimed, "understand painting as another way of serving Obatala". Their art was wholly uninfluenced by the motives of self-aggrandisement and profit. Wegner described the positive emotions derived from this practice:

"Here for the first time in my life I feel part of the society for which I work."

The current lot celebrates the Osun River goddess who, according to Yoruba mythology, originally founded the town of Osogbo.

Bibliography

R. Ogunjobi, *Perspectives of Yorubaland*, (Center for Exposition of Yoruba Arts and Culture, 2010) p.13

93

SUSANNE WENGER (AUSTRIAN, 1915-2009)

Oshogbo Deities (a set of three)

each signed 'Susanne Wenger' (lower right)

silkscreen prints

50 x 59cm (19 11/16 x 23 1/4in)(3)

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

94

ZERIHUN YETMGETA (ETHIOPIAN, BORN 1941)

'You See'

signed and dated 'Zerihun Yetmgeta / 1997' (upper left); bears

inscription '2-You SEE' (verso)

mixed media on wood

105 x 41 x 4.5cm (41 5/16 x 41 5/16 x 1 3/4in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000





95

ENDAGET LEGESSE (ETHIOPIAN, BORN 1971)

'Empty Spaces'

signed and dated 'Endage. L / 2012' (lower right)

oil on canvas

102 x 120cm (40 3/16 x 47 1/4in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



96

TEWODROS HAGOS (ETHIOPIAN, BORN 1974)

'Head Wound'

signed 'Tewodros Hagos' (verso)

oil on canvas

117 x 106cm (46 1/16 x 41 3/4in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

97

BEHAILU BEZABIH (ETHIOPIAN, BORN 1965)

'Desktop'

signed 'Behailu 2011' (verso)

hessian, fountain pen, pencil, clock and metal on board

81 x 80 x 4.5cm (31 7/8 x 31 1/2 x 1 3/4in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

Experimental artist Behailu Bezabih explores the themes of eagerness and spontaneity in his work. Both a teacher and painter, Bezabih draws inspiration from daily life around him which is conflated by a rapid profusion of ideas and overwhelming sensory experiences.



98

TAMRAT GEZAHEGN (ETHIOPIAN, BORN 1977)

Amharic Labyrinth

signed in Amharic (left centre)

acrylic on canvas

110 x 120cm (43 5/16 x 47 1/4in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000





99

TIBEBE TERFFA (ETHIOPIAN, BORN 1948)

Ethiopian Geometry

signed in Amharic and dated 'terffa / 1999' (centre right); inscribed 'Tibebe Terffa / Acrylic on canvas / 80 x 80cm / 1999, Addis Ababa, Ethiopia' (verso)

acrylic on canvas

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

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

One of the most prominent, eccentric and deeply philosophical artists in Ethiopia, Tibebe Terrfa spends most of his time in his studio, making art while listening to his vast collection of jazz. His works explore the changes that time and the weather have on the arts. Passionate about horticulture, Tibebe's artwork is often filled with a profusion of indigenous and imported plants from the different places he has travelled.



100 *

GEOFFREY ERNEST KATANTAZI MUKASA (UGANDAN, 1954-2009)

'Fisher Family'

signed 'Mukasa' (lower left)

oil on canvas

104.5 x 83.5cm (41 1/8 x 32 7/8in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



101 *

PROF. UCHE OKEKE (NIGERIAN, BORN 1933)

'Haunt of Dwarfs'

signed and dated 'UCHE OKEKE/1965' (lower right); inscribed 'UCHE OKEKE/ ENUGU 1965/ "HAUNT OF DWARFS"' (verso)

oil on board

62.3 x 120.7cm (24 1/2 x 47 1/2in).

£10,000 - 15,000

US\$17,000 - 25,000

€12,000 - 18,000

In the late 1950s a group of young artists at the Nigerian College of Arts, Science and Technology formed the Zaria association. The Zaria Rebels were determined to seek out alternatives artforms informed by their indigenous art traditions and questioned the European-oriented artistic and cultural educational practices. Born in 1933, Prof. Uche Okeke was the leading theoretician among the Zaria Rebels. Following Nigeria's independence in 1960, Okeke went on to propose the concept of 'Natural Synthesis'. He suggested that there could be a fusion of European modernism with localised, African aesthetic influences.

Okeke developed his own unique synthesised mode of expression, combining Western technique with Igbo cultural traditions. He also studied the basic language, patterns and symbols of Uli, the traditional designs by Igbo people. Often highly linear and without perspective, they have a spontaneous quality that can be seen in Okeke's imaginative and fluid work.

Written two years before the outbreak of war in Nigeria in 1965, Okeke illustrated Chinua Achebe's novel *Things Fall Apart*, an allegorical tale of Nigeria's independence, which would become the most widely-read book in Africa. *Haunt of Dwarfs*, also dated 1965, depicts the Kingdom of Nri, a medieval state in West Africa and the holy land for the Igbo ethnic group. Sins were believed to be absolved on entering the holy land, and 'abnormal' children, such as those affected by dwarfism were sent to the area for ritual cleansing.

The landscape, which is saturated in dark tones of brown, yellow, blue and green, is literally the 'old-haunt'; it is the old home of the marginalised Igbo, and haunted by the memory of the children who were sent away. Okeke emphasises the disturbance of this recollection with his use of a gloomy colour palette and the deserted and barren landscape. He makes effective use of short and long lines, zig-zags, dots, circles and curves of various sizes. This is a result of his Uli inspiration, through which he successfully incorporates Igbo female body adornment into the realm of Nigerian contemporary art.

Bibliography

P. Lovejoy, *Identity in the Shadow of Slavery*, (New York, 2000), p. 70



102

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

Figure with raised arm

carved wood

93 x 10.5 x 5cm (36 5/8 x 4 1/8 x 1 15/16in). (excluding base).

£12,000 - 18,000

US\$20,000 - 30,000

€14,000 - 22,000

Provenance

Acquired from the Galerie Apollinaire, London 1950

The collection of Lucy Wertheim (1883-1971)

Thence by descent to the current owner

Lucy Wertheim was an influential and important London gallery owner in the inter-war years and was Christopher Wood's main patron before his death.

103

**BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN,
1917-1994)**

'Sanctity'

signed 'Ben Enwonwu' (to base)

mahogany and pear wood

132 x 11 x 12cm (51 15/16 x 4 5/16 x 4 3/4in) (excluding base)

£12,000 - 18,000

US\$20,000 - 30,000

€14,000 - 22,000

Provenance

Acquired from the Galerie Apollinaire, London 1950, no. 9

The collection of Lucy Wertheim (1883-1971)

Thence by descent to the current owner





104

104

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

'Africa Dances'

carved ebony

81 x 42 x 17cm (31 7/8 x 16 9/16 x 6 11/16in).

£30,000 - 50,000

US\$50,000 - 84,000

€36,000 - 60,000

Provenance

The Robert Strauss collection

Thence by descent to the current owner

Exhibited

London, Royal Society of British Artists, *Ben Enwonwu's Enwonwus "Dance Theme"- Sculptures and Paintings*, 4th October 1985

Unsatisfied with the lack of understanding about the importance of dance in African culture, Enwonwu began the *Africa Dances* series as a means to of interpreting coherently the significance of dance and ritual. The predominance of the side view in this sculpture is characteristic of Enwonwu's treatment of dancing masquerades in his paintings from the series, notably *Africa Dances/Agobho Mmuo*. The compositional device captures the "frenetic energy of the transient spirit".

Bibliography

S.O. Ogbechie, *Ben Enwonwu: The Making of and African Modernist*, (Rochester, 2008), p.190

105 *

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

Figure of a young woman

signed and dated '59 ENWONWU' (lower left)

gouache

75 x 27.5cm (29 1/2 x 10 13/16in).

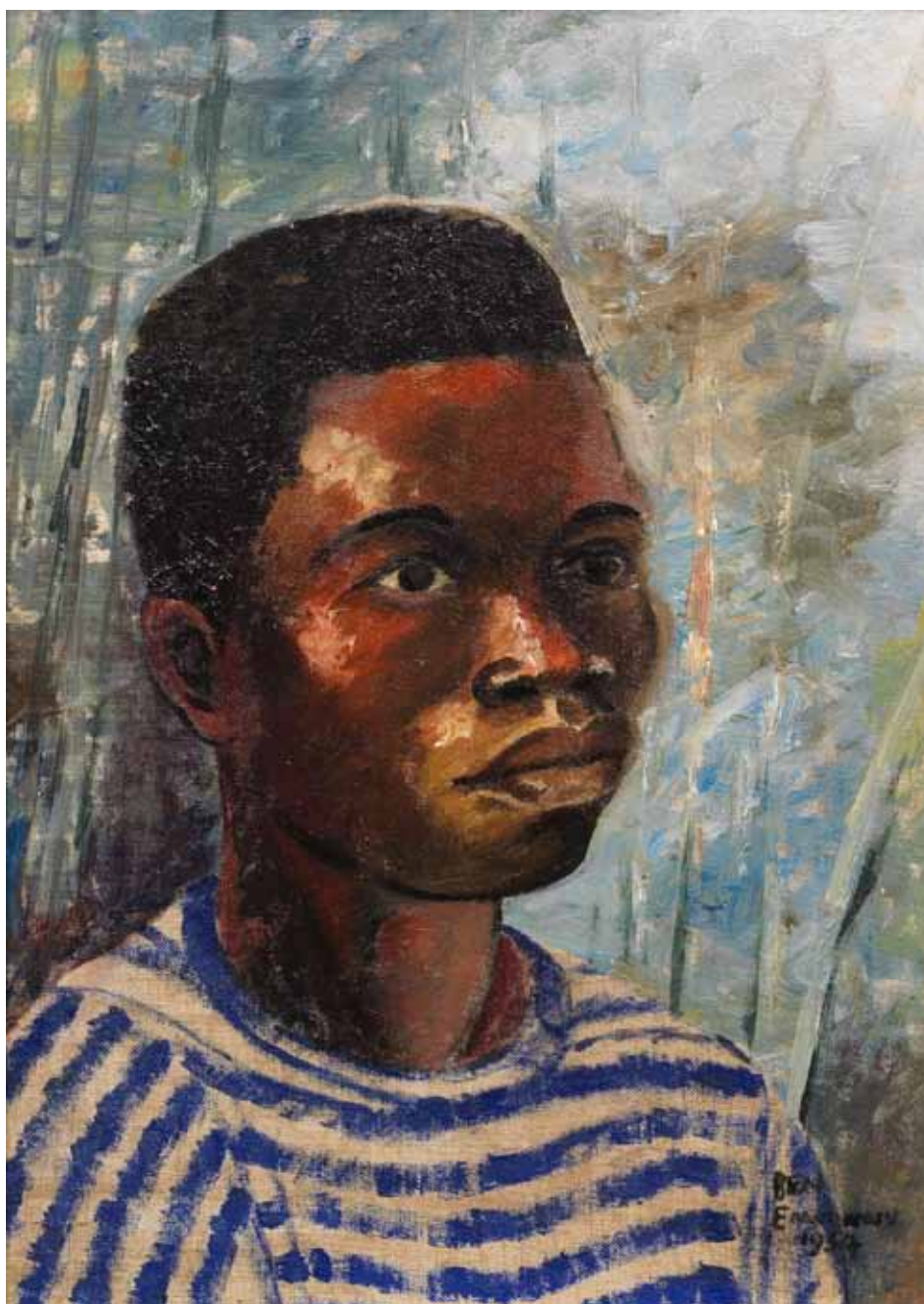
£7,000 - 10,000

US\$12,000 - 17,000

€8,400 - 12,000



105



106

**BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN,
1917-1994)**

Portrait of a young boy

signed and dated 'BEN / ENWONWU / 1954' (lower right)

oil on canvasboard

34 x 24cm (13 3/8 x 9 7/16in).

£15,000 - 20,000

US\$25,000 - 33,000

€18,000 - 24,000



107

BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

Squatting Figure
ebony

11.5(4 1/2)30.5 x 13 x 11.5cm (12 x 5 1/8 x 4 1/2in). (excluding base)

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

Provenance

Acquired in Lagos, circa 1965
A private collection

Exhibited

London, Royal Society of British Artists, 1985, no.28

108 *

PEJU ALATISE (NIGERIAN, BORN 1975)

'Orange Scarf goes to Heaven' (triptych)

signed and dated 'Peju A / 12' (lower right central panel)

Nigerian cloth fixed and draped in a resin and mounted on canvas and acrylic

120 x 120 x 34cm (47 1/4 x 47 1/4 x 13 3/8in); 120 x 120 x 30cm (47 1/4 x 47 1/4 x 11 13/16in); 120 x 120 x 50cm (47 1/4 x 47 1/4 x 19 11/16in) (3)

£12,000 - 18,000

US\$20,000 - 30,000

€14,000 - 22,000

The triptych was inspired by an experience Peju Alatise encountered as a young teen. At the young and impressionable age of sixteen, Alatise's parents took her to the prayer grounds, she was denied entry on the basis that her orange scarf was immodest and offensive to God.

"I was told that God did not like women who made themselves attractive and wearing colourful clothing was punishable here on earth and here - after in hell fire."

This experience was formative for the Nigerian artist, resulting in the compelling creation of artworks that "redeem the female folk", ennobling, empowering and celebrating their femininity.

Initially *Orange Scarf goes to Heaven* seems to affirm the judgement of the prayer ground attendant. The pure white head cloths that represent the 'virtuous' avert their gaze from the shameful orange scarf. However, when we consider the artist's status as a Yoruba woman the true nature of the orange scarf becomes clear. As Alatise explains: "In Yorubaland... patterns and colours printed on a cloth identify one's culture and ethnic group". The orange cloth is thus not a manifestation of the artist's immodesty, but an expression and celebration of her personal identity.

Bibliography

L. Lababidi, 'Tearing at the Fabric: Peju Alatise, Nigeria's Art Activist', *VALERIE*, 1 February 2014.







109

FRANCES GOODMAN (SOUTH AFRICAN, BORN 1975)

Bead Series, a set of five:

'La Vérité Nue'

'Staggering Beauty'

'Gory Details'

'Devouring Obsession'

'Brutally Honest'

the three smaller works signed and dated 2006 (2) and 2007 (1) (verso)

glass beads, cotton, sequins, material, stuffing, hardboard
52 x 61cm (20 1/2 x 24in) (oval) and smaller (5)

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

Provenance

Ex coll. Rand Merchant Bank Headquarters, London, UK

A private collection, UK

Literature

S. Williamson, *South African Art Now*, New York, 2009, p.168, illus.2

The arrival of democracy in 1994 in South Africa, resulted in multiple changes in the social fabric. In the art world this included the acceleration of the acceptance of the international trend of conflating art and craft. Beadwork, formerly the preserve of rural women, began to appear more regularly in South African contemporary art. Johannesburg-based artist, Frances Goodman inscribes each convex oval with a two word phrase, delicately stitched in beads and glittery sequins into gaudy elliptical plaques. The emotions are each qualified by an adjective usually relating to a bodily function and a related play on words, such as *Gory Details*.

"I wanted to create a surface that was at odds with the context", says Goodman of these pieces. "Each emotion (a noun) is described by an adjective that would usually be used in relation to a bodily function or response. Thus the emotions become more than a feeling, they are presented as a physical manifestation...The obsessive, repetitive nature of the production of the work and the...time involved in making such urgent declarations of extreme emotion calls the emotions themselves into question. Urgency becomes labored, angst becomes considered, experiencing emotion becomes an obsession."

Depicting emotions and language of the every day, Goodman invites us to contemplate and consider more closely-inherited beliefs, in both South African and other international communities, literally sewn into the social fabric and passed from one generation to the next.

Bibliography

S. Williamson, *South African Art Now*, (New York, 2009), p.168



110

NORIA MABASA (SOUTH AFRICAN, BORN 1938)

Two Nurses and Eight Soldiers

raw clay figures with enamel paint

approx 25 x 15cm (30 1/8 x 9 13/16 x 5 7/8in) each (10)

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

Born in 1938 in the Limpopo Province, South Africa, Noria Mabasa spent only one year in formal education, having to walk three hours to the nearest school. Despite this lack of training, Mabasa began to experiment with clay in the 1970s. Initially she produced Domba figures traditionally used in Venda initiation ceremonies.

The current lot is an example of her later work, when she began to explore more contemporary themes, depicting people and objects that she encountered in daily life. This collection of figures is a mixture of military personnel and members of the medical profession.

Mabasa was the only Venda woman to achieve artistic acclaim during the period of Apartheid. Her works thus offer a unique insight into the prejudices and discrimination suffered by these people.

Bibliography

S. Stack, 'The Neglected Tradition: Towards a new history of South African art (1930-1988)', (*African Arts*, Vol. 23, No. 2, UCLA, 1990) pp. 94-96



111

SANDILE ZULU (SOUTH AFRICAN, BORN 1962)

'Labyrinth of Genes and Elements I' 2004

fire, water, air, earth, canvas and stones on canvas

108 x 378cm (42 1/2 x 148 13/16in).

in fifty-six separate 27 x 27cm canvases

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

Literature

C. Richards, *Sandile Zulu: Portrait of the artist as young firebrand*, (Johannesburg, 2005), illustrated p.72

Born in the town of Ixopo, in the Kwazulu-Natal region of South Africa, Sandile Zulu began his study at Rorke's Drift Art and Craft Centre in 1982. Shortly after he became one of the few black students to enrol at Technikon Natal in nearby Durban to study Fine Art, and by 1993 he received his degree from the University of Witwatersrand in Johannesburg.

It was during his time at Wits University that Zulu first began his experimentations with fire as a medium. *Fire* would later become the title of his first solo show in 1995 at the Rembrandt van Rijn Gallery in Johannesburg. Zulu's first UK solo show took place at the October Gallery in London in 2005; entitled *Fire This Time: Planetary Cycle*, it showcased Zulu's monumental fire paintings.

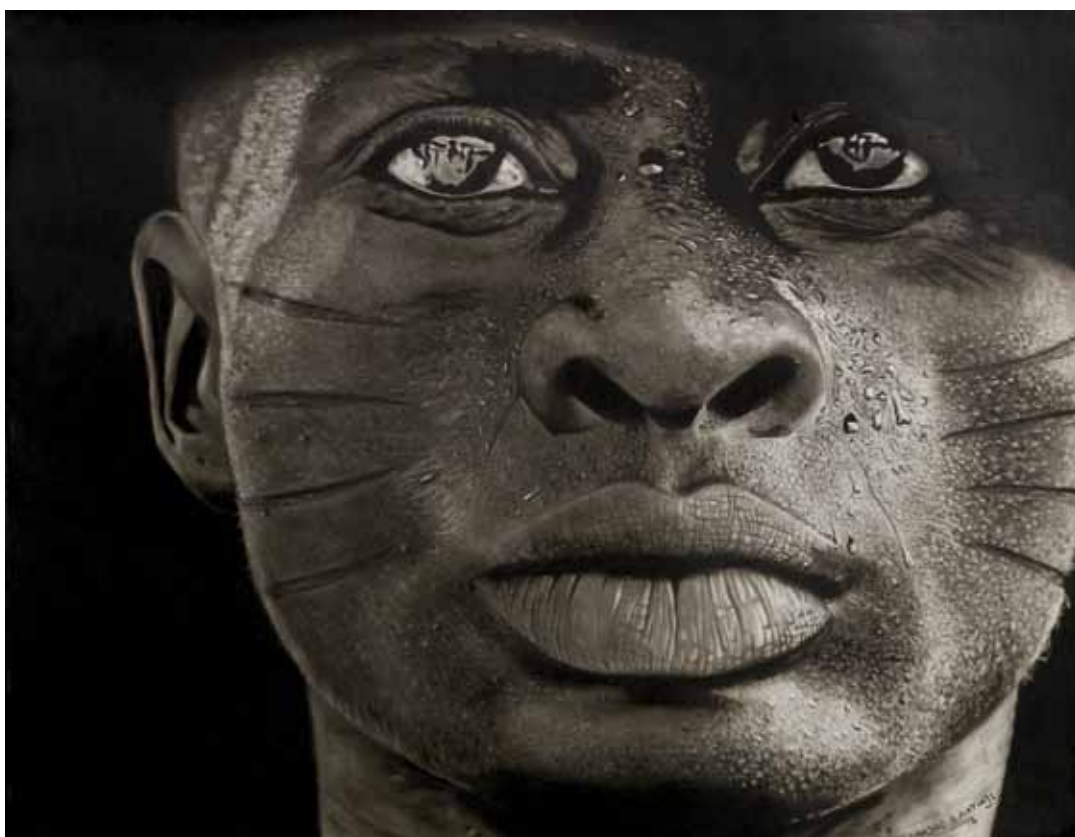
Labyrinth of Genes and Elements 1 is a work composed of fifty-six canvases. The repeated squares represent the building blocks of genetic codes. Each canvas has been burned with patterns of coiled DNA strands. The calm order of the grid-structure opposes the violence of Zulu's creative method, communicating the artist's belief in an underlying universal harmony.

Bibliography

C. Richards, *Sandile Zulu: Portrait of the artist as young firebrand*, (Johannesburg, 2005) pp.61-2

Artists in Dialogue 2: Sandile Zulu and Henrique Oliveira, Smithsonian National Museum of African Art, 4 December 2011





112

112

BABAJIDE OLATUNJI (NIGERIAN, BORN 1989)

'Tribal Marks no. 1'

signed and dated 'Babajide B. Olatunji/ '13' (lower right)

charcoal and graphite

49.5 x 64.5cm (19 1/2 x 25 3/8in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

113 *

UCHE EDOCHIE (NIGERIAN, BORN 1975)

'Journey of a lifetime III'

signed and dated 'Edochie Uche / 2005' (lower right); inscribed 'Uche

Edochie / Journey of a lifetime iii / Acrylic / mixed media / 2003' (verso)

acrylic and mixed media on canvas

115 x 91cm (45 1/4 x 35 13/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000



113

**WORKS BY ARTISTS FROM
THE GUILD OF PROFESSIONAL
FINE ARTISTS OF NIGERIA**

Lots 114 – 120



114

ABIODUN OLAKU (NIGERIAN, BORN 1958)

'Ancestral Paths'

signed and dated 'OLAKU A.O. '13' (lower left); bears inscription
'ANCESTRAL PATHS / OIL ON CANVAS / LAGOS-2013/ BY OLAKU
A.O. ©' (verso)

oil on canvas

60 x 75cm (23 5/8 x 29 1/2in).

£5,000 - 8,000

US\$8,400 - 13,000

€6,000 - 9,600

Abiodun Olaku studied painting at the Yaba College of Technology in Lagos, where he came under the tutelage of the Nigerian masters, Yusuf Grillo and Kolade Oshinowo. At the college, Olaku developed a highly realist style. His technical precision and brilliance led Grillo to describe him as "primus inter pares".

Ancestral Paths is typical in this respect; the landscape has an almost photographic quality. However, it is not merely Olaku's technical virtuosity that dazzles. The sensitive handling of the diminishing light perfectly captures the haunting quality of dusk.



115



116

115

FIDELIS ODOGWU EZE (NIGERIAN, BORN 1970)

'Against All Odds' 2013

signed and dated 'ODOGWU / '13' (lower left)

copper wire on iron base

140 x 89 x 56cm (55 1/8 x 35 1/16 x 22 1/16in).

£3,000 - 5,000

US\$5,000 - 8,400

€3,600 - 6,000

A graduate of Auchi Polytechnic, Fidelis Odogwu later apprenticed with Ben Osawe from 1988 to 1989. Odogwu works with metal and other intractable materials, creating inspired works that demonstrate not only a deep understanding of the nature of his materials, but also an innate ability to subjugate them in conformance with his desired objective.

116

EDOSA OGIUGO (NIGERIAN, BORN 1961)

'King Is Here'

signed and dated 'EDOSA OGIUGO/ 2011' (lower right); bears inscription "THE KING IS HERE"/ OIL ON CANVAS/ EDOSA OGIUGO/ 2011/ 48" x 60" (verso); bears label with title, date and artist name (verso)

oil on canvas

122 x 153cm (48 1/16 x 60 1/4in).

£4,000 - 6,000

US\$6,700 - 10,000

€4,800 - 7,200

Edosa Ogiugo was born in Ibadan in 1961. He graduated as a Fine Arts Major from Yaba College of Technology in 1985 with several college awards. He has worked with the Nigerian Television Authority in Benin, Promoserve Limited in Lagos and the Yaba College of Technology.

Edosa's studio is located in Lagos, where he also actively participates with a variety of artists. His works have been exhibited across Africa, Europe and America. He features in important collections globally. He is also the former president of the Guild of Fine Artists of Nigeria.



117

BUNMI BABATUNDE (NIGERIAN, BORN 1957)

'Possibilities'

signed and dated 'Bunmi Babatunde / 2014'

ebony wood

255 x 16.5 x 42cm (100 3/8 x 6 1/2 x 16 9/16in).

£7,000 - 10,000

US\$12,000 - 17,000

€8,400 - 12,000

Bunmi Babatunde graduated from the Yaba College of Technology in Lagos in 1983. He, along with fellow Yaba College graduate Abiodun Olaku, helped to found the Universal Studios of Art, the pre-eminent studio for professional artists in Nigeria.

Possibilities is a soaring abstract expression of the human figure in carved ebony.

118

KOLADE OSHINOWO (NIGERIAN, BORN 1948)

'Socialites'

signed and dated 'Oshinowo / 2013' (lower left)

oil on canvas

130 x 88.5cm (51 3/16 x 34 13/16in).

£10,000 - 15,000

US\$17,000 - 25,000

€12,000 - 18,000

Born in Ibadan in 1948, Kolade Oshinowo attended Ahmadu Bello University Zaria, where he specialized in painting. He currently holds the post of Chief Lecturer in Painting at Yaba College's School of Art, Design and Printing.

Oshinowo is widely recognised for his naturalistic representations of the human figure, and his close observance of traditional Nigerian dress. Textiles are of great symbolic importance to the artist, particularly in relation to the female form: "[they express all] the beauty and challenges of womanhood".





119

SAM OVRAITI (NIGERIAN, BORN 1961)

'The Eve'

signed 'OVRAITI S' (lower right); bears inscription 'Sam Ovralti / oil on canvas / The Eve' (verso)

oil on canvas

134 x 137cm (52 3/4 x 53 15/16in).

£5,000 - 8,000

US\$8,400 - 13,000

€6,000 - 9,600

Sam Ovralti received a MA in Fine Art from the University of Benin, before going on to lecture at Auchi Polytechnic. After eight years, he made the decision to become a professional artist, establishing a studio in Lagos.

In Eve, Ovralti allows the inherent nature of the medium to influence his style. The layers of oil paint cause the reclining nude to appear fleshy and tender. The muted colour palette contributes to this atmosphere of calm relaxation.



120

ABIODUN OLAKU (NIGERIAN, BORN 1958)

'Roots' (Oko Baba Series)

signed and dated 'OLAKU A.O. '14' (lower left); inscribed 'ROOTS (OKO-BABA SERIES) / oil on canvas / Lagos - 2014/ By / OLAKU A.O.©' (verso)

oil on canvas

45 x 70cm (17 11/16 x 27 9/16in).

£5,000 - 8,000

US\$8,400 - 13,000

€6,000 - 9,600

Abiodun Olaku attended painting at the prestigious Yaba College of Technology in Lagos, where he came under the superior tutelage of the doyennes of Modern African Art; Yusuf Grillo, Kolade Oshinowo and the late Dr. Isiaka Osunde.

His unique style which lies in his ability to portray his landscapes with an almost photographic quality is prominent in this work. Permeated with the sense of isolation, Olaku's superior and sensitive handling of the diminishing light perfectly captures the haunting qualities of dusk.

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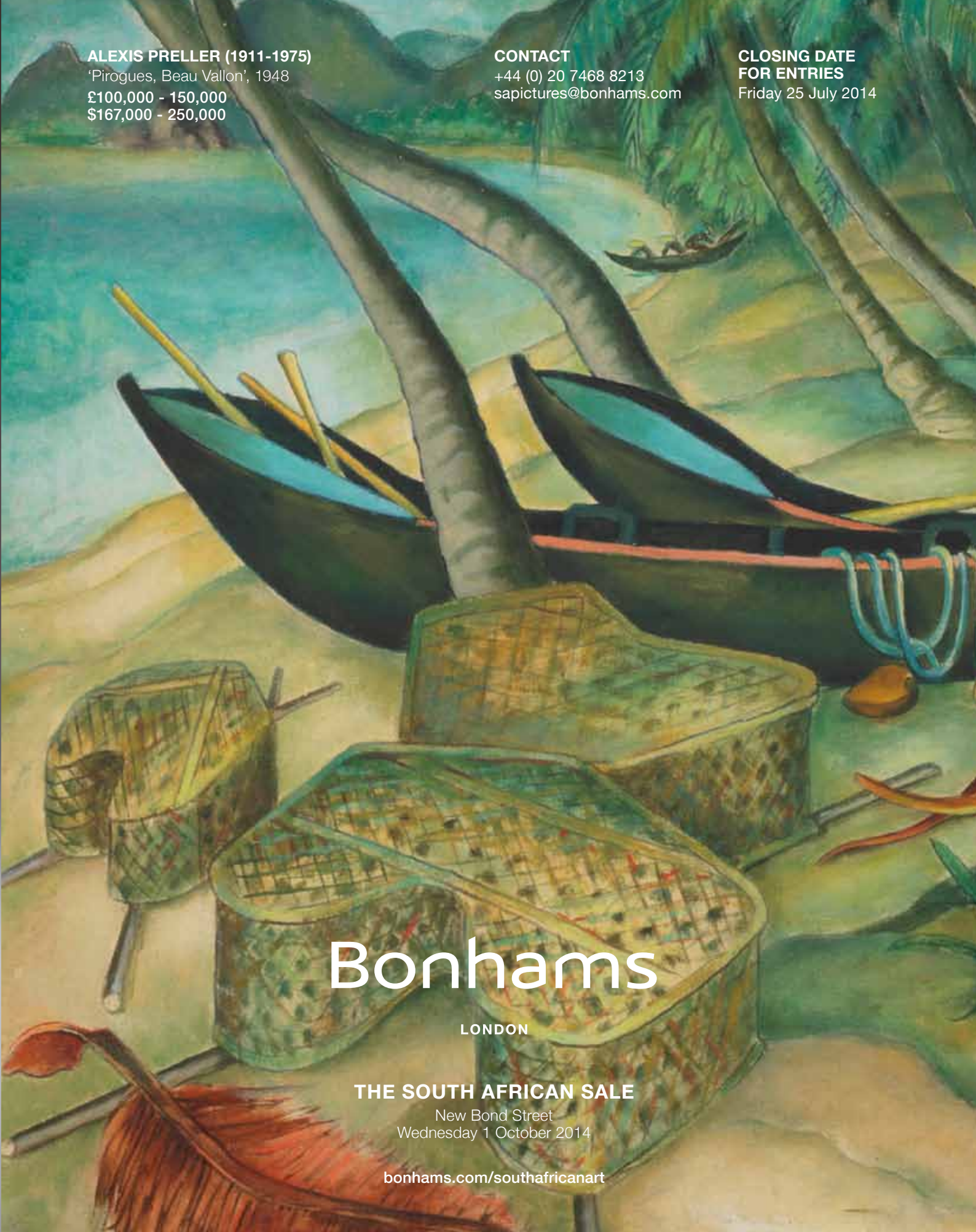
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+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
Deborah Allan
+44 20 7468 8276
U.S.A
Tanya Wells
+1 917 206 1685

Islamic & Indian Art

Alice Bailey
+44 20 7468 8268

Japanese Art

UK
Suzannah Yip
+44 20 7468 8368
U.S.A
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A
Susan Abeles
+1 212 461 6525
AUSTRALIA
Anellie Manolas
+61 2 8412 2222
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

UK
Veronique Scorer
+44 20 7393 3962
U.S.A
Gregg Dietrich
+1 917 206 1697

Mechanical Music

Jon Baddeley
+44 20 7393 3872

Modern, Contemporary & Latin American Art

U.S.A
Alexis Chompaisal
+1 323 436 5469

Modern Design

Gareth Williams
+44 20 7468 5879

Motor Cars

UK
Tim Schofield
+44 20 7468 5804
U.S.A
Mark Osborne
+1 415 503 3353
EUROPE
Philip Kantor
+32 476 879 471

Automobilia

UK
Toby Wilson
+44 8700 273 619
U.S.A
Kurt Forry
+1 415 391 4000

Motorcycles

Ben Walker
+44 8700 273616
Automobilia
Adrian Pipiros
+44 8700 273621

Musical Instruments

Philip Scott
+44 20 7393 3855

Native American Art

Jim Haas
+1 415 503 3294

Natural History

U.S.A
Claudia Florian
+1 323 436 5437

Old Master Pictures

UK
Andrew Mckenzie
+44 20 7468 8261
U.S.A
Mark Fisher
+1 323 436 5488

Orientalist Art

Charles O'Brien
+44 20 7468 8360

Photography

U.S.A
Judith Eurich
+1 415 503 3259

Portrait Miniatures

Jennifer Tonkin
+44 20 7393 3986

Prints

UK
Rupert Worrall
+44 20 7468 8262
U.S.A
Judith Eurich
+1 415 503 3259

Russian Art

UK
Sophie Law
+44 20 7468 8334
U.S.A
Yelena Harbick
+1 212 644 9136

Scientific Instruments

Jon Baddeley
+44 20 7393 3872
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Scottish Pictures

Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

UK
Michael Moorcroft
+44 20 7468 8241
U.S.A
Aileen Ward
+1 800 223 5463

South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Toys, Dolls & Chess

Leigh Gotch
+44 20 8963 2839

Travel Pictures

Veronique Scorer
+44 20 7393 3962

Urban Art

Gareth Williams
+44 20 7468 5879

Watches & Wristwatches

UK
Paul Maudsley
+44 20 7447 7412
U.S.A.
Jonathan Snellenburg
+1 212 461 6530
HONG KONG
Nick Biebuyck
+852 2918 4321

Whisky

UK
Martin Green
+44 1292 520000
U.S.A
Joseph Hyman
+1 917 206 1661
HONG KONG
Daniel Lam
+852 3607 0004

Wine

UK
Richard Harvey
+44 (0) 20 7468 5811
U.S.A
Doug Davidson
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone (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 any.

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

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

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,		
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.4	to remove and store the <i>Lot</i> at your expense;			10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;			10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS	11	GOVERNING LAW
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

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

"Bidder" a person who has completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Website" *Bonhams Website* at www.bonhams.com

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

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

GLOSSARY

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

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

"bailee": a person to whom goods are entrusted.

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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Paddle number (for office use only)

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

Data protection – use of your information

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

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - 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.

If successful

I will collect the purchases myself ☐
Please contact me with a shipping quote (if applicable) ☐

Sale title: Africa Now		Sale date: 21 May 2014	
Sale no. 21448		Sale venue: New Bond Street	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments:			
£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals)			
By providing your email address above, you authorise Bonhams to send you marketing material and news concerning Bonhams and partner organisations. Bonhams does not sell or trade email addresses.			
I am registering to bid as a private client ☐		I am registering to bid as a trade client ☐	
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□		Please tick if you have registered with us before ☐	

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid*

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond ☐ I will collect from Park Royal or bonded warehouse ☐ Please include delivery charges (minimum charge of £20 + VAT) ☐

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature:	Date:
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* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.



A pure play African independent oil and gas company listed on the Main Board of the London Stock Exchange, with a diversified portfolio of production, development and exploration assets across six countries.



**THE PREMIER
PAN-AFRICAN INDEPENDENT
OIL AND GAS COMPANY**

www.afren.com

ARTIST NAME	LOT NO		
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