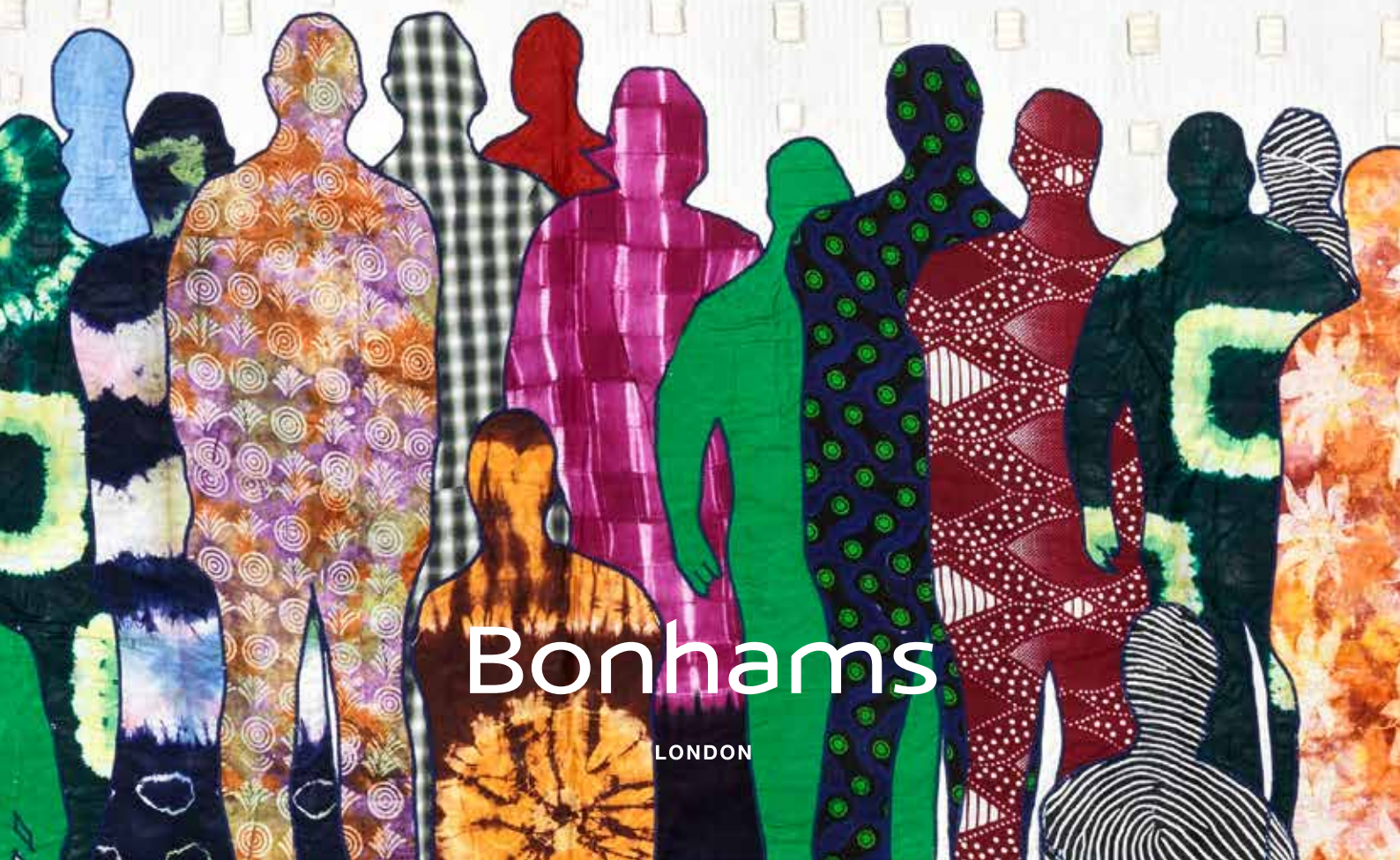


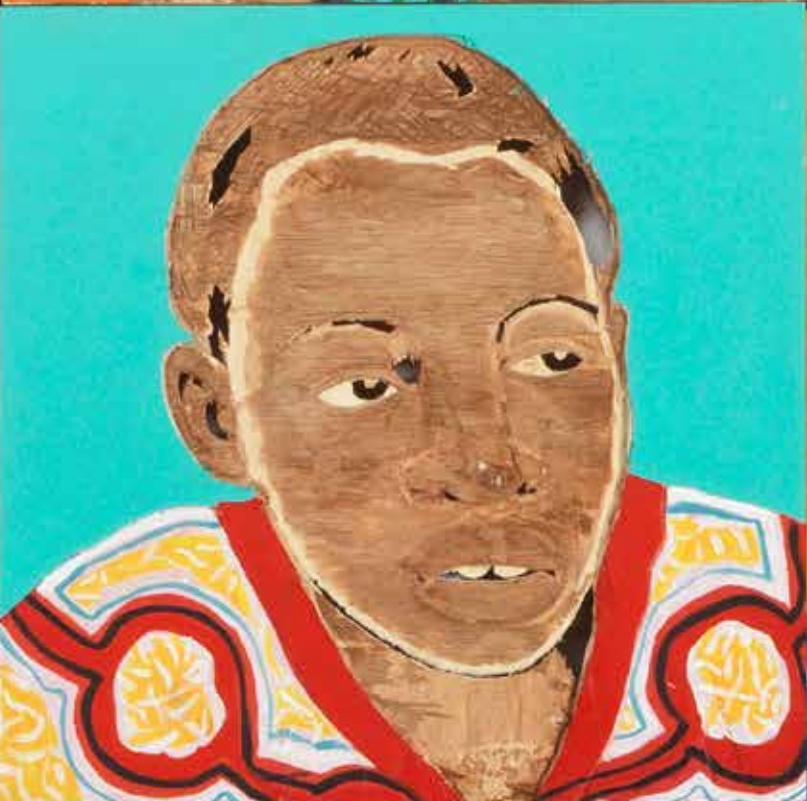
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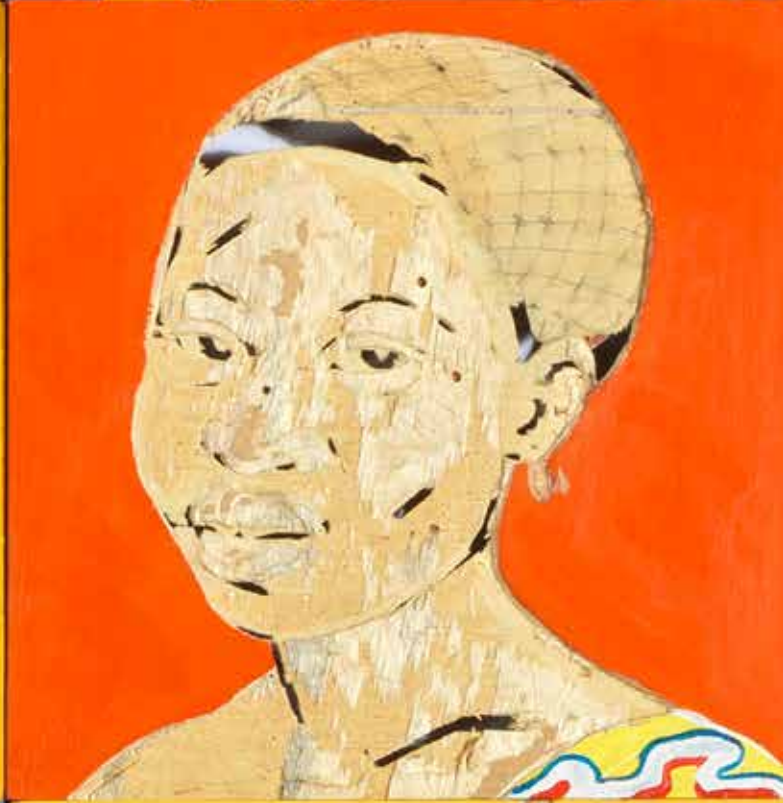
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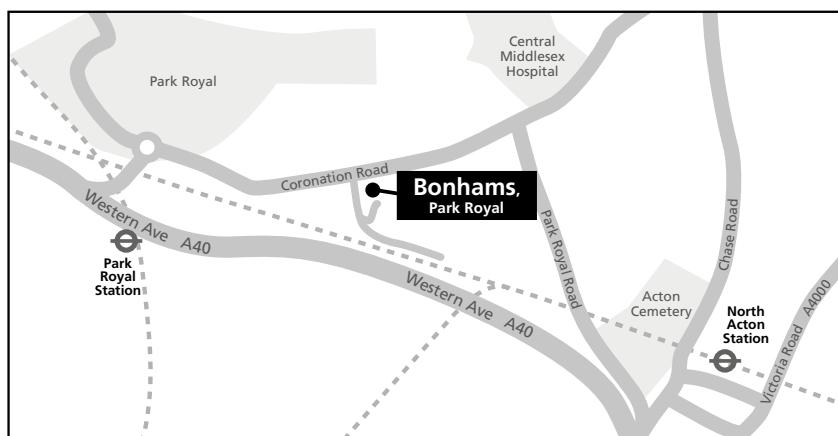
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CONTEMPORARY AFRICAN ART AT BONHAMS



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The 'Africa Now' auctions at Bonhams are now in their seventh year, and this is the first year that we have held an auction solely devoted to contemporary African art.

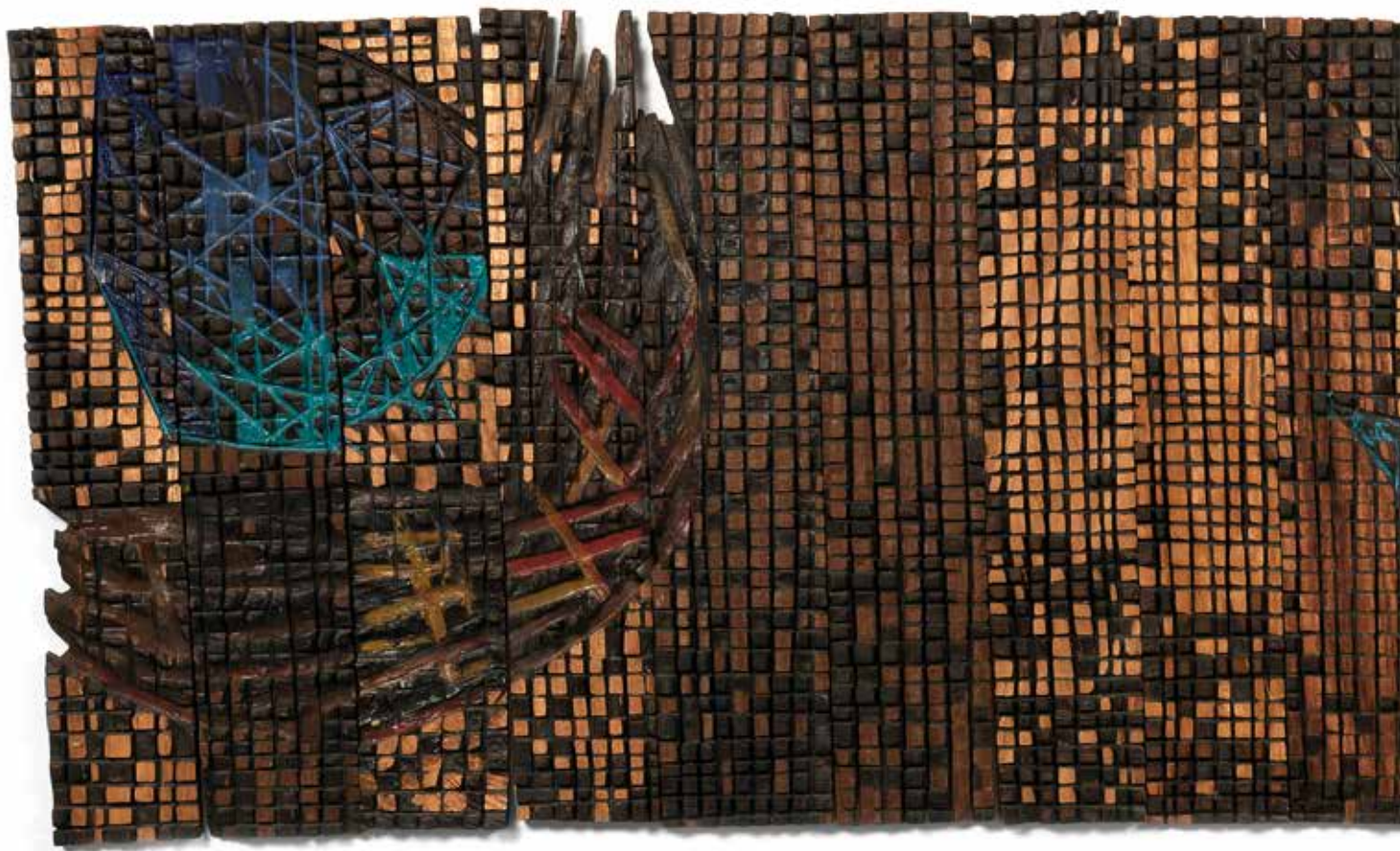
The 'Africa Now: Modern Africa' sales of post-war modern African art will continue to be held as usual in May of each year.

It has been a most exhilarating journey for all those connected with the contemporary African art market. The interest from collectors, institutions and the media continues to grow, and as the market leaders in this field, Bonhams receives more enquiries about this collecting category than any other.

We are justifiably proud of the current catalogue and particularly with the breadth of countries that are represented. The artists are also wonderfully varied in their output; we have sculpture paintings, photography and textiles all creating a vibrant synthesis of what is so exciting about African art today.

The market will continue to grow, prosper and mature as new artists, collectors and dealers are drawn to this stimulating field. At Bonhams we are convinced that contemporary African art has a bright future and are delighted to be leading the world in realising the potential that exists within Africa and its thrilling new artists.

We do hope that within this catalogue you will find many works that catch your eye. Please enjoy its contents and we look forward to your participation in the auction, whether by telephone, online or in person.



1

EL ANATSUI (GHANAIAN, BORN 1944)

'The Pilgrims'

each piece numbered (verso)

carved wood relief with acrylic

52.5 x 170.5cm (20 11/16 x 67 1/8in).

in 18 pieces

£30,000 - 50,000

€42,000 - 69,000

US\$47,000 - 78,000

Provenance

Purchased by the current owner from Signature Gallery,
Lagos circa 1990.



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. Wanting to connect with the arts of his own country, 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. El Anatsui began to incorporate elements from these crafts into his own work, forging a distinctly Ghanaian aesthetic.

The Pilgrims demonstrates the artist's attempt to express his Ghanaian identity through these native disciplines. In Anatsui's hands, as Elizabeth Péri-Willis has described, "wood becomes cloth bearing the traces of codes, scripts and ideograms". This effect is commonly achieved with the use of a rotary saw to create "dense hatched patterns reminiscent of the warps and wefts of woven cloth-based themes", a technique which emphasises the connections between Anatsui's wall pieces and adinkra and kente cloths.

The artist's Ewe heritage - in which there is a strong tradition of narrow strip weaving - is further emphasised in the title of the work. The Ewe people have a strong heritage of movement and migration, which Anatsui reflects in a number of his wall hangings dealing with journeys. We can therefore see *The Pilgrims* as an attempt to reclaim that lost history, using the traditional media of its people.

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".

Bibliography

L. Binder, *El Anatsui: When I last wrote to you about Africa*, (Seattle, 2010).
E. A. Péri-Willis, 'Chambers of Memory', in J. Picton (ed.), *El Anatsui: A sculpted history of Africa*, (London, 1998).

2 W

PHUTUMA SEOKA (SOUTH AFRICAN, 1922-1997)

Four sculptures:

1. Black Head 1989
2. Walking man, red shirt
3. Walking man, white shirt
4. Snake

all painted carved wood

150 x 79 x 56cm (56 1/6 x 31 1/8 x 22 1/6in) and smaller. (4)

£2,000 - 3,000

€2,800 - 4,200

US\$3,100 - 4,700

Provenance

Museum of Modern Art, Oxford.

Exhibited

Oxford, Museum of Modern Art Oxford, *Art from South Africa*, 17 June – 23 September 1990.

Literature

Museum of Modern Art Oxford, exh. cat., *Art from South Africa*, (London, 1990), 'Black Head, 1989' illustrated p. 22.

Dr. Phutuma Seoka was born in Modjadji, in Lewbowa South Africa. He would use the time between his appointments as a barber, to whittle and carve the sculptures that would adorn his shop front. On seeing this set-up, curator Ricky Burnett selected Seoka to be included in the exhibition *Tributaries: A View of South African Contemporary Art* that was held at both the Africana Museum in Johannesburg (1985) and the BMW Art Gallery in Munich (1986). The exhibition was the first in apartheid South Africa where black and white artists were shown together on a national stage on such a large scale. On meeting the artist, Burnett commented:

"I think there's a sense of internality in these, an element of the slightly surreal. Certainly he always talked about animals from his dreams."

The focus of the exhibition was the inclusion of all strands of South African art practice: the trained painters of the Western academic schools, community project artists from the inner cities, and rural artists trained in more indigenous traditions. Overall, the boundaries between so called 'high art' and folk art became blurred, with many critics believing it to be a watershed exhibition for contemporary art.

Shortly after, Seoka was also part of *Art from South Africa* that took place at the Museum of Modern Art, Oxford in 1990. Once again,

the exhibition was extraordinary in that it was the first and last contemporary art exhibition to be held in a foreign country during the cultural boycott enforced by the ANC, in protest of the apartheid regime. These guidelines were relaxed around the time of the Amsterdam conference 'Culture from another South Africa' (1987), and curator David Elliot from the Museum was able to organise a show that displayed works by over 65 black and white South African artists, Seoka included. Seoka garnered much attention with his works, in particular his sculpture *Paul Kruger* (1989). As a result, Seoka became an important figure of the artistic vanguard from South Africa at the end of the twentieth century.

This colourful, cartoonish mix-match of figures and animals convey a sense of the surreal. Seoka would often place nails in the arms and legs of his figures so they could have some form of quasi-mobility. The style of flat, painted wood is referred to as 'Shangani', however Seoka was not trained as a painter. From north-west rural South Africa, known as the 'homelands', wood-carving instead is the biggest artistic export of the region, particularly in Venda. The people of Venda are said to have 'drifted down from the great lakes region, the Congo, and to have carried down the tradition of woodcarving'. The mountainous areas of the region mean there is plentiful material in the surrounding forests.

Bibliography

P. Savage (ed.), *Making art in Africa 1960- 2010*, (Surrey and Burlington, 2014) chapters 41 & 42.

I. McLean (ed.), *Double Desire: Transculturation and Indigenous Contemporary Art*, (Cambridge, 2014).

Johannesburg Art Gallery, exh. cat, *Africa Remix: Contemporary Art of a Continent*, (Johannesburg, 2007) pp. 222.





3 * W

**JOSEPH "PAA JOE" TETTEH-ASHONG
(GHANAIAN, BORN 1945)**

'JFK Limousine'

bears artist name to front and rear number plates
painted carved wood with fabric upholstery and perspex
80 x 72 x 181cm (31 1/2 x 28 3/8 x 71 1/4in)

£4,000 - 6,000

€5,600 - 8,300

US\$6,300 - 9,400





Born in 1954, Paa Joe lives and works in Teshi, a small fishing village outside Accra, Ghana. He apprenticed in the workshop of his uncle Kane Kwei, a carpenter famous for creating original and imaginative coffins. Kane Kwei and Paa Joe are concerned with preserving a tradition of craftsmanship that has existed in the region for centuries – each generation of the family passing their knowledge and skills on to the next. Paa Joe's coffins also attempt to satisfy the religious and ritualistic demands of his patrons, many of whom adhere to long-established beliefs.

Art and craft has long been an aspect of funeral ceremonies in Ghana. It is of particular significance to the Ga, the ethnic group to which Paa Joe and his fellow Teshi sculptors belong. The idea of reincarnation is key in their approach to death and the afterlife. In this tradition, coffins are not a final resting place, but a way of sending an individual on to the next stage of their journey. The coffins of Paa Joe also celebrate the life just led, their form often references the profession and lineage of the deceased.

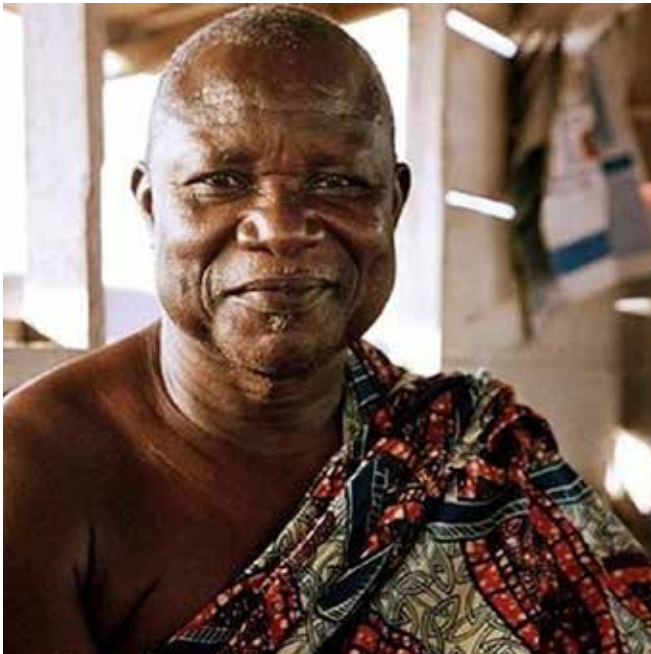
US President John F. Kennedy was assassinated whilst travelling in an open-top presidential motorcade in Dallas, Texas in November 1963. Kennedy was riding with his wife, and the governor in a 1961 Lincoln Continental convertible, greeting crowds who had lined the streets to see him. The current lot is a model of this same vehicle, kitsch, reupholstered and almost resplendent in its eccentricity of a sombre American icon. Joe has also replaced the Presidential flag with that of its Ghanaian counterpart on the front of the car.

This work is very similar in theme to Joe's previous work *Porsche 55 (James Dean's car)* (sold in these rooms, May, 2014, lot 34). Both subvert the sombre icons of the Porsche Spyder and the Lincoln convertible that have become synonymous with the deaths of two American icons. Joe uses the celebratory funeral traditions of the Ga to highlight the fluidity between life and death, breathing new life into these tropes of American culture.

Paa Joe was first brought to the attention of the international art market when he participated at the 1989 exhibition *'Les Magiciens de la Terre'* at the Centre Pompidou in Paris. Since then his coffins have been shown at the Haus der Kulturen der Welt, Berlin for *Neue Kunst aus Afrika* in 1996, and in Stuttgart the following year.

Bibliography

A. Tagliaferri, 'Continuity and discontinuity in today's African art', in *Tribal South, Metropolitan Body: Contemporary African Art* (Bologna, 2001) pp.42 & 142.





4

FRÉDÉRIC BRULY BOUABRÉ (IVORIAN, 1921-2014)

Legend betè

crayon and pen on paper

each 15 x 12cm (5 7/8 x 4 3/4 in.).(7)

£4,000 - 6,000

€5,600 - 8,300

US\$6,300 - 9,400







5

FRÉDÉRIC BRULY BOUABRÉ (IVORIAN, 1921-2014)

'La venue au monde de l'Humanité' series
all signed and dated '22-1-2011/ FB Bruly' (verso)
crayon and pen on card
14.5 x 11cm (5 11/16 x 4 5/16in).
unframed
(6)

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

Provenance

Purchased directly from the artist by the current owner, Côte d'Ivoire circa 2008.

Frédéric Bruly Bouabré was born in Zéprégühé, Ivory Coast in 1923, and was one of the first of this traditionally non-literate community to be exposed to the idea of a written language. The discovery inspired a desire to create an alphabet for his native tongue, Bété. The alphabet that he devised was pictorial; each symbol was based on shapes of the quartz stones native to the Ivory Coast. He recorded the alphabet in a series of postcard-sized drawings, executed in pen and crayon. Bouabré followed *Alphabet* with a number of similar post-card series. The modest medium belies the weightiness of the subject matter concerned with exploring the concepts of language, international diplomacy, sexual politics and knowledge.

The present lot is titled *La venue au monde de l'Humanité* ('*The Birth of Humanity*'). The series communicates the fundamental multiculturalism of Bouabré's world-view. Each card depicts a single figure endowed with both male and female reproductive organs, and a stream of stick men pour from the figure's womb. The stick figures all possess the same attributes, highlighting the universality of the human experience. We are all born and we all die, regardless of race or nationality.

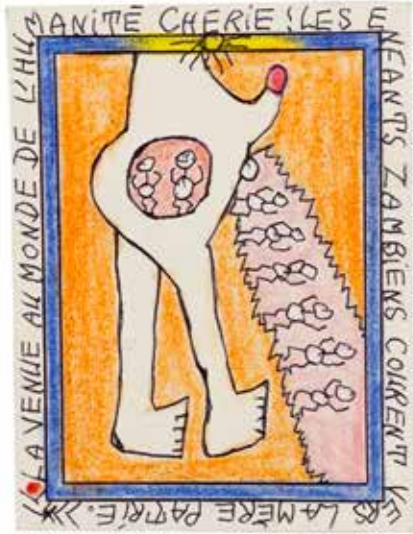
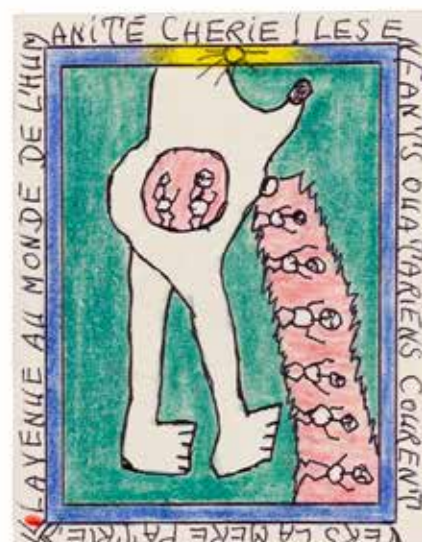
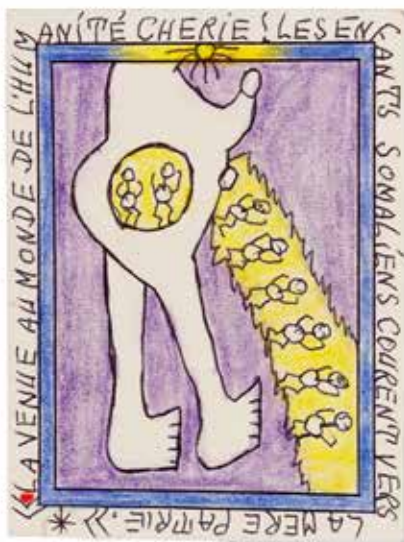
Bouabré describes this 'citizenship of the world' thus:

"Whether you come from America, Africa, Asia or elsewhere, I show through my work that we are all part of this same entity, just as two or three children suckled at the breast of the same mother are part of the same body. Because we are all created by the earth, we are truly related in terms of race and colour."

Bibliography

Ikon Gallery, *Exhibition Guide, Frédéric Bruly Bouabré* (www.ikon-gallery.co.uk)

R. Dorment, 'Frédéric Bruly Bouabré: A childlike world of goodness and colour', in *The Telegraph* (4 September, 2007).



6 * W

BARTHÉLÉMY TOGUO (CAMEROON, BORN 1967)

'You are not supposed to park here'

signed and dated 'B. Togo 2004' (lower right); inscribed with title (lower left)

watercolour on paper mounted on board

112 x 98.5cm (44 1/8 x 38 3/4in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 24,000

Bathelemy Togu, born in Cameroon in 1967, began his studies at Abidjan School of Fine Arts, Cote d'Ivoire. Since then, he has studied both in France and Germany, at the Graduate School of Art in Grenoble and the Dusseldorf Kunstakademie. Trained as a sculptor, he later began to experiment with film and performance, before taking up watercolour in 1998.

Toguo's works are informed by his political motivations and are often intentionally provocative. The concept of national boundaries and their permeability is a recurring theme. The number of people and goods flowing between countries has increased exponentially in the 21st century as a result of globalisation and technological developments. Toguo's works are a product of this fluidity, influenced as they are by his European contemporaries. However, they also register a fear; what is the psychological impact of the modern "diasporic condition"? Might we not lose our sense of identity in becoming global citizens?

The present lot, *You are not supposed to park here*, suggests the dangers of living in a perpetual state of flux. The central human figure has no definitive outline; the transparency of the green watercolour wash emphasises his transience and insubstantiality. His permeable membrane allows him to absorb external stimuli, but as we can see from his empty chest cavity, it has left him without substance.

Growing up in Cameroon, it is no wonder that Toguo is wary of unregulated global flow. Rich in natural resources, Cameroon's economy is heavily reliant on exports of coffee and cacao. The developed West have historically been quick to appropriate these goods, providing little in the way of compensation. Toguo's art challenges the status quo, forcing the viewer to examine the nature of global exchange and its impact on the individual.

This year, Toguo was part of the exhibition *All the World's Futures*, curated by Okwui Enwezor, at the 56th Venice Biennale (9 May - 22 November 2015) with his installation entitled *Urban Requiem* (2015).

Bibliography

R. Wigh, 'Staging the absurdity of reality: the politics of the body', in *Notre histoire*. (Palais de Tokyo, 2006) p.215.



7

VICTOR EHIKHAMENOR (NIGERIAN, BORN 1970)

Untitled

signed and dated 'victor/ ehikhamenor/ 15' (lower right)

perforated paper mounted on card

94.5 x 135cm (37 3/16 x 53 1/8in).

£4,000 - 6,000

€5,600 - 8,300

US\$6,300 - 9,400

Victor Ehikhamenor was born in Udomi-Uwessan, a small village in Edo State, Nigeria. Raised as a Catholic, but engaged with the traditional rituals and ceremonies of his native region, Ehikhamenor's art reflects both these religious influences. He utilises Christian iconography and common shrine motifs, commenting that he "grew up between two worlds... it was complex for me".

The artist works in a variety of media including charcoal, photography, acrylic and oil. His creative talent is not merely visual; Ehikhamenor is also a respected poet and writer. Raised in a community possessing a narrative culture centered around oral storytelling, the artist was introduced to his cultural history through the teachings of his mother and grandmother; a process of creative sharing that has remained intrinsic to his practice.

Ehikhamenor hopes that his artworks will perform a similar role, he views his pieces as a way of sharing knowledge and truths with his community; "Art is for everybody" he said in a recent interview. However, he also claims that the process of making art is self-improving, almost spiritual:

"It's like prayer. Although I can do conceptual, installation work, the whole process of art making, using your hands, is central."

Bibliography

L. Bolshaw, 'Victor Ehikhamenor:

Shaped by memory and tribal tradition',

in *The Financial Times* (27 March, 2015).





8 W

JEAN-PAUL NSIMBA MIKA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1980)

'La mauvaise épargne' ('The bad savings')

inscribed with title (recto); signed and dated 'JMIKA/ 2010 (lower right)

acrylic and oil on canvas

100 x 159.5cm (39 3/8 x 62 13/16in).

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

Provenance

Purchased directly from the artist by the current owner.

A private collection, France.

Jean-Paul Nsimba Mika, or simply 'Mika', enrolled at the Académie des Beaux-Arts (ABA) in Kinshasa to study painting. During this time he became acquainted with famed Congolese 'Popular Painter' Cheri Cherin, eventually becoming his pupil. The foundation of Mika's popular painting technique, the mixing of text with flamboyant, colourful imagery, was forged during his time with Cherin. He consequently became a member of the Association of Popular Painters in Kinshasa.

The bustling capital of Kinshasa remains Mika's main inspiration. The founding popular painters, Cherin and Cheri Samba, were chiefly concerned with their immediate environment, and where it could be placed within post-independence Congolese art. As a result the representation of 'Kinshasa' remains extremely pertinent to the flourishing development of the genre. Mika in particular enjoys juxtaposing themes about Congolese current affairs with international developments. His vivid imagery is complemented with research completed on the internet and listening to lectures.

The conflation of observations of everyday Kinshasa life, with images from digital news and photographs lends his work an eccentricity that oscillates between the real and the imagined. The mix of recognisable figures within ludicrously imagined scenarios can be likened to magical realism, where the characters of the narrative exist within a place where dreams and the imagined are part of the fabric of reality.

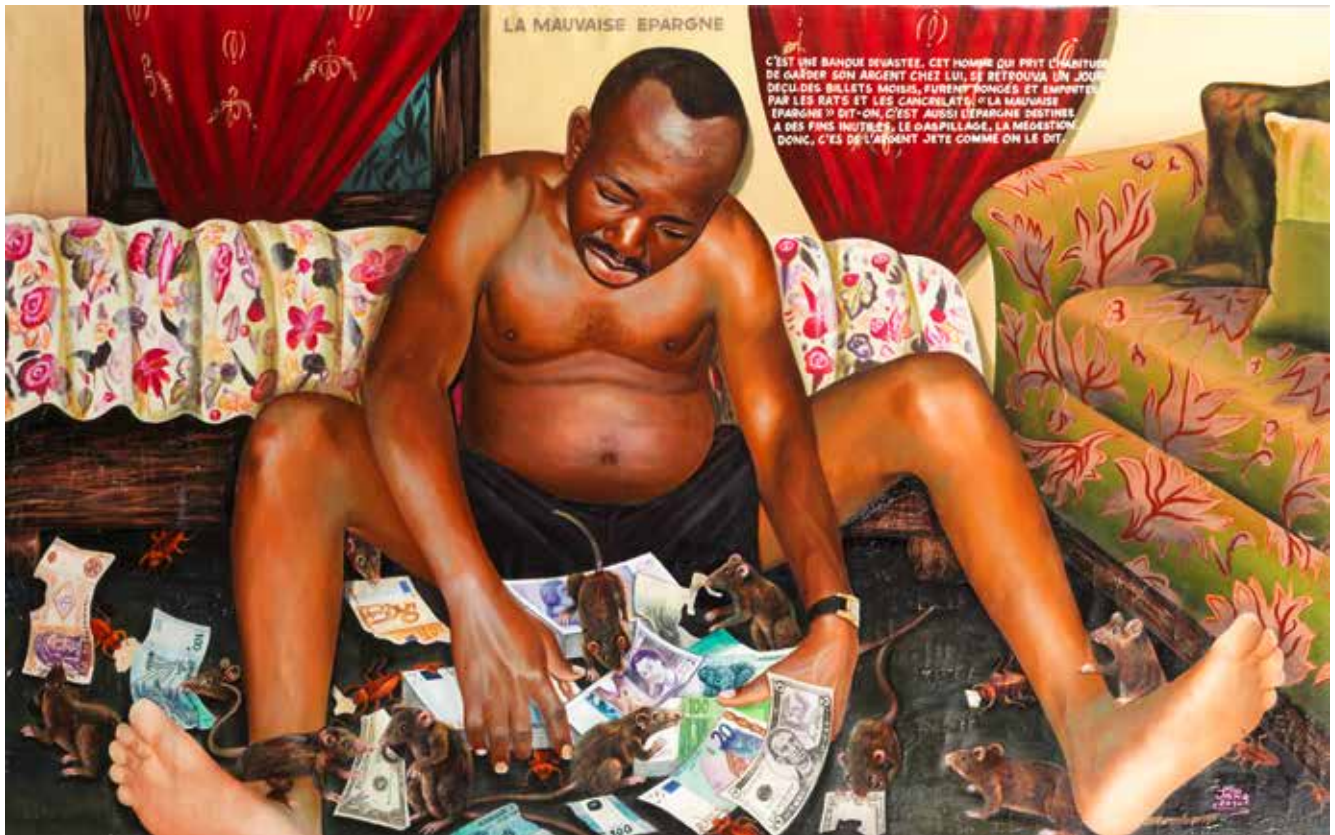
The current lot is an indictment of modern society dominated by consumerism and corruption. The rats that swarm across the various currencies in between the sitter's legs highlight the sordid nature of the global banking system, and warn about the perils of avarice and greed. The text reads:

"It is a destroyed bank. This man, who was accustomed to keeping all of his money at his house, one day found himself disappointed. Mouldy banknotes, nibbled at and carried off by the rats and cockroaches. "Bad Saving" we call it, it's saving for useless purposes, the waste, the mismanagement. So it's throwing money away, as they say."

One of Kinshasa's 'second generation' of popular painters, Mika believes that he and his peers should not repeat the themes of their mentors; imitation will only result in "déjà-vu". This second generation are more interested in experimentation and technical innovation; their works are less quintessentially 'Kinshasa' in their imagery and narrative. The influence of Malian photography is evident in Mika's painting, in particular the work of Malick Sibidé and Seydou Keita. Mika's painted narratives, like the work of these portrait photographers, reveal the self to be a construct, a performance.

Bibliography

A. Pelletier (ed.), *Beaute Congo 1926 - 2015 Congo Kitoko* exh. cat, (Fondation Cartier pour l'art contemporain, Paris, 2015) pp. 226-233.



LA MAUVAISE EPARGNE

C'EST UNE BANQUE DEVIÉE. CET HOMME QUI PRIT L'HABITUDE DE GARDER SON ARGENT CHEZ LUI, SE RETROUVA UN JOUR DÉCULÉ DES BILLETS MOISIS, FURENT PONGÉS ET EMPRINTÉS PAR LES RATIS ET LES CANCELLATIS. « LA MAUVAISE EPARGNE » DIT-ON, C'EST AUSSI L'EPARGNE DESTINÉE A DES FINS INUTILES, LE GASPILLAGE, LA MÉSÉSTION. DONC, C'EST DE L'ARGENT JETÉ COMME ON LE DIT.

9 W

EL ANATSUI (GHANAIAN, BORN 1944)

'Al Haji'

signed 'EL 90' (18th plank from base)

carved and incised wood

184 x 80 x 28cm (72 7/16 x 31 1/2 x 11in).

£100,000 - 150,000

€140,000 - 210,000

US\$160,000 - 240,000

Provenance

Acquired from the artist circa 1992.

A private collection.

Exhibited

Lagos, National Museum,

Old and New: An Exhibition of

Sculpture in Assorted Wood,

March 1991.





Born in Anyako, Ghana in 1944, El Anatsui was the youngest of thirty-two children. As a young child he quickly learned to distinguish himself from his family members through drawing. He was encouraged to study art at the University of Science and Technology, Kumasi. Shortly after graduation, he was appointed to teach at the University of Nigeria, Nsukka, a position he would hold for the next thirty-five years.

El Anatsui produced a number of figurative sculptures in the early 1990s that make use of uli and nsibidi graphic systems (native to the Igbo and Cross River areas of Nigeria). The works are carved from discarded mortars originally used for palm oil extraction. The present lot resembles one illustrated in the Museum of African Art's exhibition catalogue, *'El Anatsui: When I Last Wrote to You about Africa'*. Titled *'Adinsibuli Stood Tall'* (cat. No.44), the sculpture represents a female figure. Her name, Adinsibuli, is an amalgamation of the three written languages that adorn the surface of her body: adinkra, nsibidi and uli.

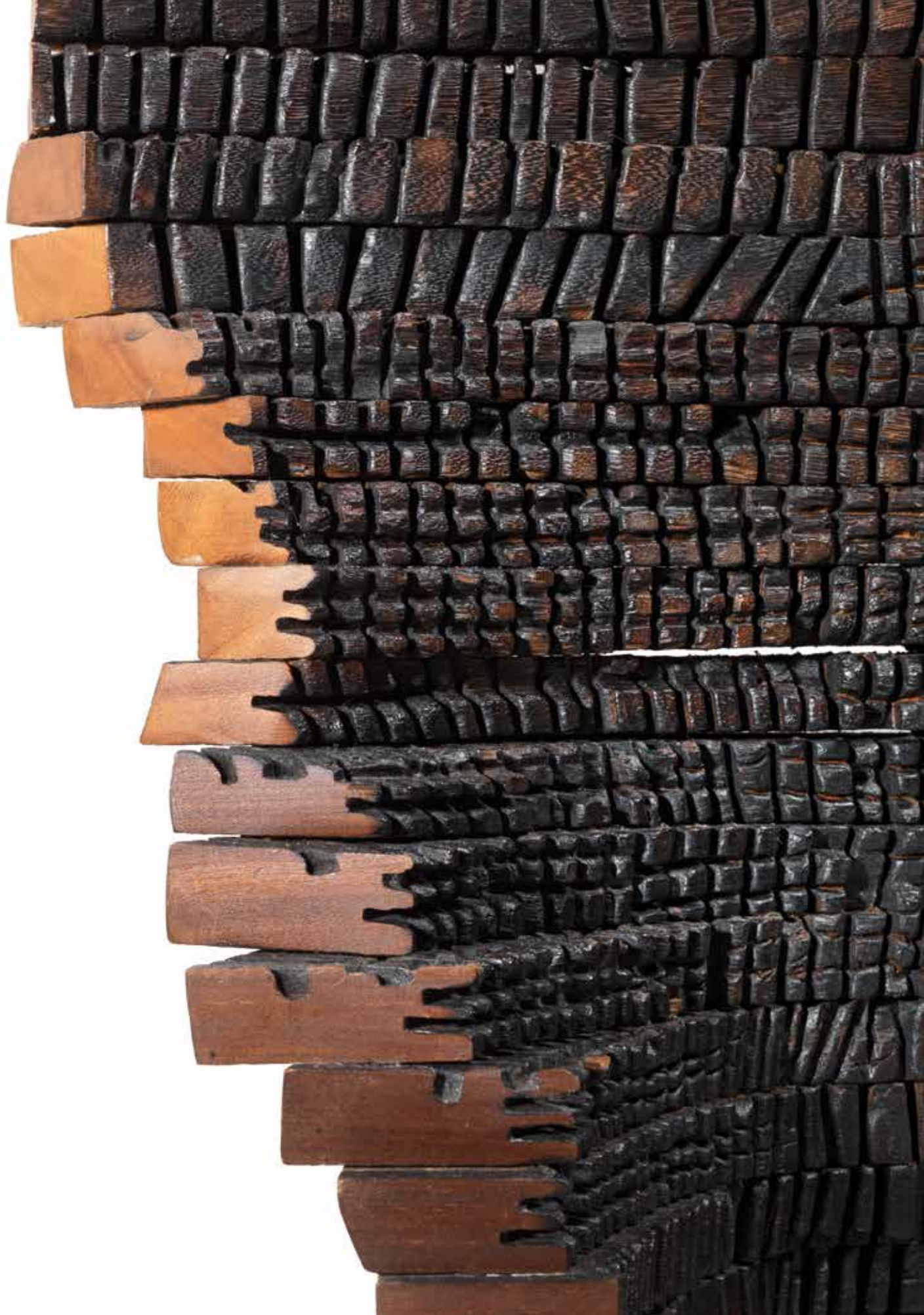
The artist's process of naming each sculpture is gradual and organic; the title evolves as the piece is developed, only becoming fixed upon completion, but often remaining intentionally ambiguous. The title of the present lot *'Alhaji'* derives from the Arabic *'hajja'* ('to make pilgrimage'). It is an reverential title given to Muslims who have completed the journey to Mecca. Traditionally, the word *'alhaji'* was used to convey respect, primarily for an elder. However, in recent years it has also become a derogatory term used by some Western military personnel towards Muslims. In choosing such an ambiguous title, the artist encourages us to look at the work in greater depth, and appreciate the multiple and often contradictory interpretations of language:

"Multiple and flexible meanings are attractive to me...this fits in well with what I want my sculpture to do: to provide open situations that people can interpret in their own way" (El Anatsui, interview in 2007).

Since his first participation in the Venice Biennale in 1990, El Anatsui has achieved international fame. His works can now be found in collections around the world including the British Museum in London, the Centre Pompidou in Paris and the Smithsonian Institution in Washington. In April 2014, he was elected an honorary Royal Academician, and was awarded the Golden Lion for lifetime achievement at the Venice Biennale in 2015.

Bibliography

L. Binder (ed.), *El Anatsui: When I Last Wrote to You About Africa*, (New York, 2010) p.20.



10 *

ABDOULAYE KONATÉ (MALIAN, BORN 1953)

'Generation Biométrique' no. 5 (2008- 2013)

signed and dated 'A. Konaté 2008' (lower right); bears label with artist signature (verso)

textile

317 x 227cm (124 13/16 x 89 3/8in).

£25,000 - 35,000

€35,000 - 49,000

US\$39,000 - 55,000

Provenance

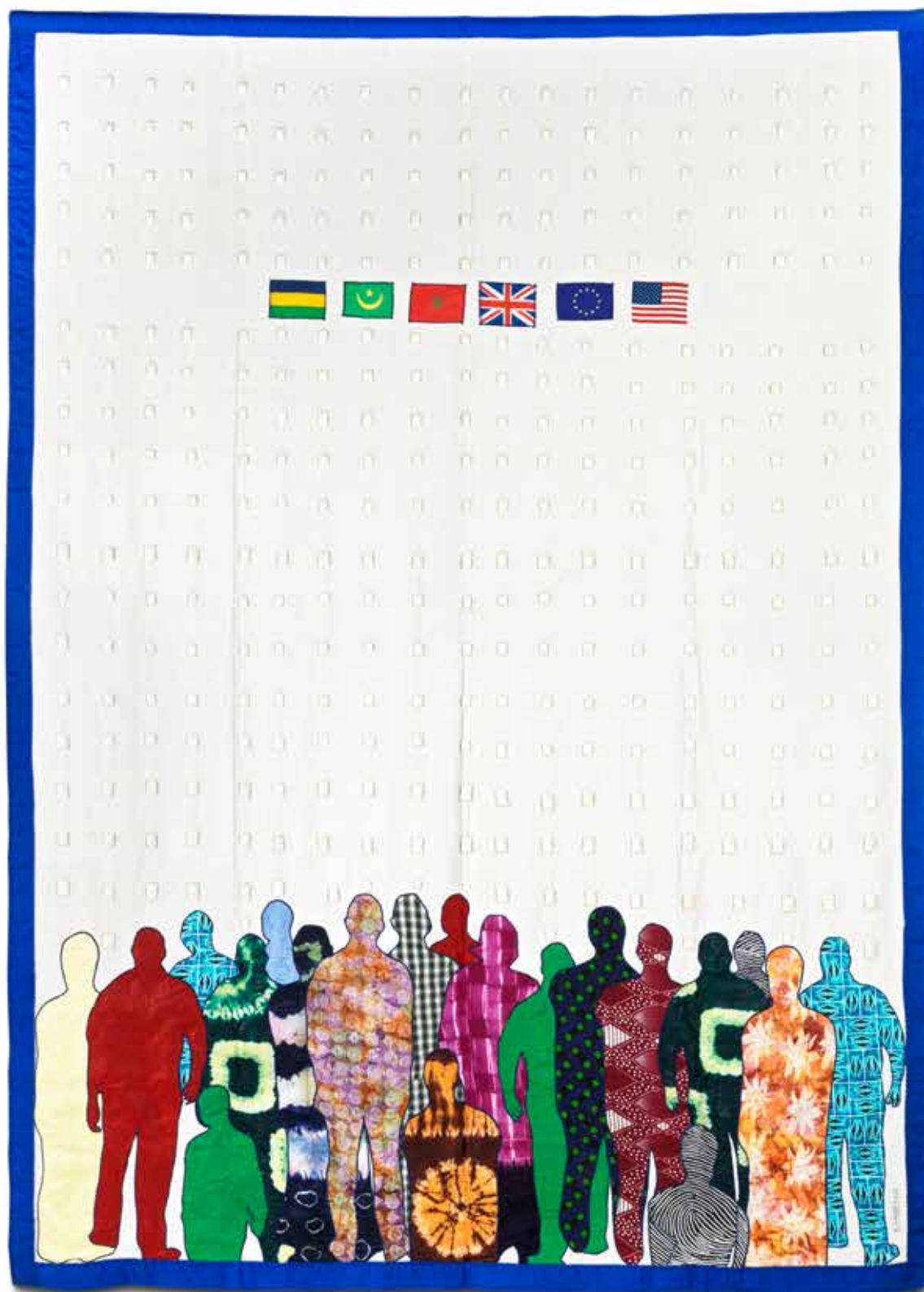
Primo Marella Gallery, Milan, Italy.

Exhibited

Berg en Dal, Holland, Afrika Museum, *Abdoulaye Konaté: The World in Textile*, November 2013 - March 2014.

Literature

I. Hubner, W. Welling, J. Busca & R. L. Sozzi, *Abdoulaye Konaté: The world in Textile* exh. cat., (Berg en Dal ,2013) illustrated p.76.





Abdoulaye Konaté was born in Dire, Mali in 1953 and studied painting in Bamako (1972- 1976), then at Supérieur des Arts in Havana, Cuba (1978- 1985). Whilst in Cuba, he became acquainted with 'outsider art', in particular the Afro-Cuban artist Wilfredo Lam (1902- 1982), whose surrealist works inspired Konaté with their vision of Caribbean Santería religious practice fused with European Modernism. On his return to Mali, Konaté began to move away from easel painting, and in the 1990s transformed his practice into large-scale, textile focused installation, referred to as 'wall sculptures'. Konaté also began work at the National Museum of Mali, and has since also held posts as Director of the Palais de la Culture, the Rencontres de la Photo de Bamako and the Conservatoire des Arts et Metiers Multimédias Balla Fasséké Kouyate.

"All my work is informed by my culture. I worked for 20 years with the National Museum of Mali and this helped me towards a deeper understanding of my cultural and linguistic heritage. I use this knowledge to develop that artistic and aesthetic elements of my work."

The artist begins his making process by sketching his ideas, from there his studio begins to make the work to full scale; working on the floor and progressing horizontally, much like an Aboriginal dot painting. Applique is often employed with varying fabrics to create a relief, these fabrics are predominantly cotton based.

Textiles are exceptionally important to the history and culture of the African diaspora. Fabric has symbolic value within many African belief systems, but it is also of great economic significance in the trade between Africa and Europe. Both of these traditions find expression and deconstruction in Konaté's work. Critics have cited the Malian hunting tunic of the Mandé as a primary influence of Konaté's wall sculptures. The textile is believed to render the wearer with unique powers to evade danger, this power is granted with the hanging of amulets and charms from the tunic, called *Gris- Gris*.

The early work *Hommage aux chasseurs du mandel* (1995) with randomly dispersed ornaments on a dyed background marks the artist's initial exploration into material traditions. This would prove a pivotal time in Konaté's career, he was awarded the Leopold Sedar Senghor Prize at the Dak'Art Biennale in Dakar in 1996. As Konaté developed his textile works, he became less and less interested in aesthetically echoing the hunting tunic, but instead focused on more abstract quotation of its history, structure and meaning. The form of the wall sculptures become much more aligned with the strict geometric practice of early Modernist aesthetics. *Gris-Gris Blancs (no 2b)* and the current lot *Generation Biometrique*, both completed in 2013, possess white accumulations of small, neat fabric parcels, symmetrically attached to the fabric; they appear almost ritually sewn onto the fabric in an efficient manner of 'portable altars' imbuing the work with magic.

However, whilst *Gris-Gris Blancs* focuses on the ornamentation of the shamanic ritual, the current work incorporates the fabric of the mystical within a wider socio-cultural context. Joelle Busca writes of *Generation Biometrique* that it falls within one of three main themes of Konaté's oeuvre: '[the] transforming definition of Geopolitics'. The series is a critical examination of global environmental policy, that has long reaching effects for individual countries, and Africa as a whole. Konaté deals with Globalisation as something that exiles and destabilises.

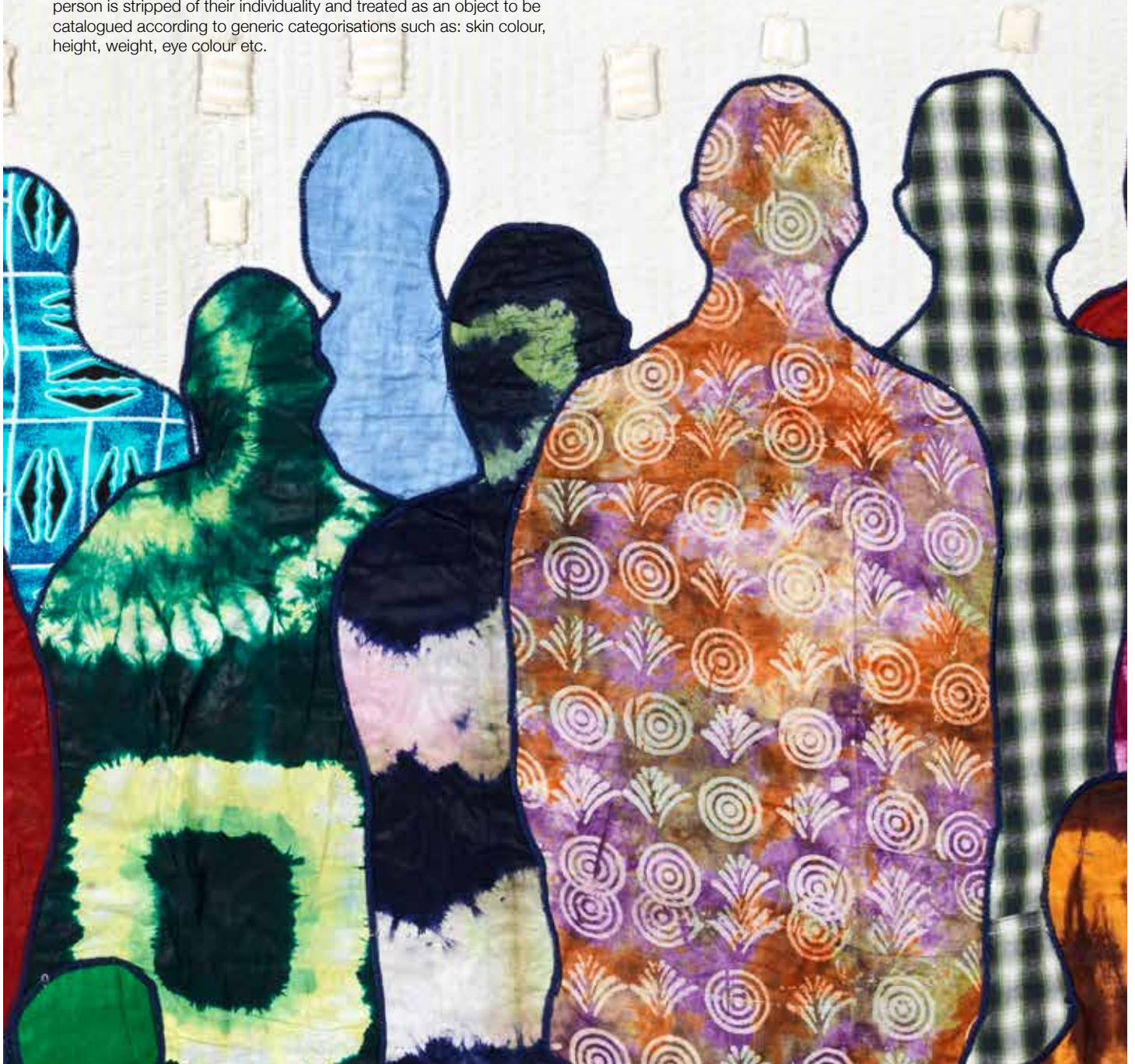
The focus of this piece is the on-going discussions around African émigrés in Europe. Completed in 2013, *Generation Biometrique* foreshadows the current media coverage of the horrific conditions suffered by African migrants attempting to enter the EU. This work is no. 5 of a series with the same title. *Generation Biometrique* refers to generalised government methods of processing immigrants on arrival in the EU, whereby everything about their biology is logged and recorded as information belonging to the state. A gesture whereby a person is stripped of their individuality and treated as an object to be catalogued according to generic categorisations such as: skin colour, height, weight, eye colour etc.

Broadly, Konaté's examination of the immigration process is a comment on our generation's increasing comfort with the tracking, and gathering of personal data by the state and global corporations. In 2012, both the Afrika Museum in Berg en Dal, and the Stedelijk, Amsterdam, acquired works by Konaté. The same year he was included in the group exhibition, *Hollandaise* organised by the Stedelijk and curated by Koyo Kuoh. In 2007 Konaté was included in Documenta 12 and the *Africa Remix* international tour that travelled to Centre Pompidou, Paris and Hayward Gallery, London.

Bibliography

I. Hubner, W. Welling, J. Busca & R. L. Sozzi, *Abdoulaye Konaté: The world in Textile* exh. cat., (Berg en Dal ,2013).

C. Spring, 'Abdoulaye Konaté' in *Angaza Afrika African Art Now*, (London 2008) pp. 164-167.





11 * W

MICHAEL W. SOI (KENYAN, BORN 1972)

'Shame in Venice I'

signed and dated 'm.soi 2015' (lower right), inscribed 'La Biennale di Venezia Kenya Pavilion 2013, 2015' (upper centre)

oil on canvas

112 x 305cm (44 1/8 x 120 1/16in).

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800



The current work is the artist's comment on the controversy that accompanied the Kenyan entries to the 2013 and 2015 Venice Biennale. In 2015, the Italian curators of the pavilion selected six Chinese artists, out of a total of eight, to fulfil the commission. A similar situation had occurred in 2013. In response, a petition was circulated entitled 'Renounce Kenya's fraudulent Representation at 56 Venice Biennale'. Kenyan cultural leaders and artists were angry that the government and organisers were not supporting African or local talent, especially in light of Nairobi's burgeoning art scene.

Nairobi-based artist Michael Soi has criticised the continued involvement of China in Africa for several years. In particular Kenya has experienced a wave of Chinese migrants since the boom in Chinese infrastructure projects (estimated to be worth \$3.27 billion in 2013). The artist executed a series of paintings between 2012 and 2013 entitled '*China Loves Africa*'. The works criticized the Chinese government's increasing socio-economic control over the continent, and imagined the repercussions it could have with regards to foreign debt.

The current work, *Shame in Venice I*, continues to scrutinize this relationship, in light of the events at the Venice Biennale. In an interview, Soi said of the work:

"*The Shame In Venice* is all about misrepresentation and fraud flying the red, green and black of the Kenyan flag in a pavilion full of Chinese artists. For those who don't know, Kenya has a lot of great contemporary artists who can represent Kenya at whatever level. Artists living in the diaspora and the local gang operating from Nairobi and other towns in Kenya. The likes of Wangechi Mutu, Naomi Wanjiku Gakunga and the local brigade with the likes of Peterson Kamwathi, Paul Onditi, Richard Kimathi, Jimmy Ogonga, Jim Chuchu, Emily, Beatrice, Miriam, Jackie... We can go on and on...that Kenyan pavilion is as phony as a 3 dollar bill."

Bibliography

- A. Klein, 'The Shame in Venice: Michael Soi responds to the Chinese takeover of Kenya's Art Pavilion', from www.okayafrica.com, (30 March, 2015).
S. Moses, 'Outrage over Chinese artists chosen to represent Kenya at Venice Biennale' in www.theguardian.com (15 April, 2015).



12 * W

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

Weapon Throne I

welded metal and decommissioned weapons

94 x 82 x 55cm (37 x 32 5/16 x 21 5/8in).

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 16,000





Image courtesy Jack Bell Gallery, London

13 W

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

Weapon Throne II

metal and recycled weapons

83 x 54 x 50cm (32 11/16 x 21 1/4 x 19 11/16).

£6,000 - 9,000

€8,300 - 13,000

US\$9,400 - 14,000

Provenance

Acquired directly from the artist by the current owner.

Collective memory and national identity are two of Gonçalo Mabunda's central themes. For sixteen years, his homeland of Mozambique was ravaged by civil war, until a ceasefire brought an end to the conflict in 1992. Thousands of lives were lost and the landscape devastated. When peace was finally restored, the number one preoccupation was how to unify the country and heal social rifts.

Three years after the ceasefire, the Christian Council of Mozambique established a programme that encouraged artists to utilise some of the weapons that had been stockpiled and hidden during the war. Over seven million weapons were discovered across the country. Determined to eliminate the threat that these left-over arms posed, the Council set about decommissioning these weapons. Artists were then employed to reconfigure the pieces of metal into works of beauty.

'Recycled art' has since become one of the country's defining exports. On visiting Mabunda's studio in Mafalala, a historic shantytown on the outskirts of Maputo, writer Maris Derriussecq remarked that there are now two well-established models: one is the art of recycled rubbish - bottle tops, empty cartoons, foil etc., made popular by artists such as El Anatsui and Romauld Hazoume. The second is that of the recycled weapon, exemplified by Mabunda and his contemporaries Francisco Vidal and Adel Abdessemed.

The current work, and the previous *Weapon Throne*, explore the trope of 'Big Man Rule'. The very structure of the chair is made from welded weapons, symbolising the political elite's reliance on the military in order to maintain control. In creating these sculptures, Mabunda prevents us from succumbing to comforting historical amnesia. His works suggest that rifts will only be healed by approaching past conflicts with directness and honesty.

Bibliography

M. Darriussecq, 'Butcheca and Goncalo Mabunda' in *Art Review*, (December, 2014) pp. 104-105.



14 W

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

Untitled (five standing figures)

welded metal and decommissioned weapons

1. 98 x 60 x 20cm (38 9/16 x 23 5/8 x 7 7/8in)

2. 118 x 27 x 33cm (46 7/16 x 10 5/8 x 13in)

3. 132 x 31 x 18cm (51 15/16 x 12 3/16 x 7 1/16in)

4. 128 x 49 x 22cm (50 3/8 x 19 5/16 x 8 11/16in)

5. 147 x 38 x 27cm (57 1/2 x 14 15/16 x 10 5/8in) (5)

£4,000 - 6,000

€5,600 - 8,300

US\$6,300 - 9,400

Literature

Dare Voce exhibition catalogue, La Nuvola Art Galleries, Rome.







15 W

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

Untitled (four reclining figures)

metal and decommissioned weapons

1. 73 x 43 x 68cm (28 3/4 x 16 15/16 x 26 3/4in)

2. 42 x 61 x 110cm (16 9/16 x 24 x 43 5/16in)

3. 23 x 44 x 133cm (9 1/16 x 17 5/16 x 52 3/8in)

4. 64 x 28 x 130cm (25 3/16 x 11 x 51 3/16in) (4)

£4,000 - 6,000

€5,600 - 8,300

US\$6,300 - 9,400

Literature

Dare Voce exhibition catalogue, La Nuvola Art Galleries, Rome.



16 W

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

Untitled (Five standing figures)

metal and decommissioned weapons

1. 93 x 42 x 66cm (36 5/8 x 16 9/16 x 26in)

2. 155 x 37 x 38cm (61 x 14 9/16 x 14 9/16in)

3. 134 x 50 x 20cm (52 3/4 x 19 11/16 x 7 7/8in)

4. 144 x 41 x 19cm (56 11/16 x 16 1/8 x 7 1/2in)

5. 147 x 38 x 27cm (57 1/2 x 14 15/16 x 10 5/8in) (5)

£4,000 - 6,000

€5,600 - 8,300

US\$6,300 - 9,400

Literature

Dare Voce exhibition catalogue, La Nuvola Art Galleries, Rome.

17

CALIXTE DAKPOGAN (BENINESE, BORN 1958)

Untitled

welded metal

33 x 35cm (13 x 13 3/4in).

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

Provenance

Purchased by the current owner from the Royal Museum for Central Africa, Tervuren, 1995.

Exhibited

Belgium, Tervuren, The Royal Museum for Central Africa, *Exhibition of Contemporary African Art*, 1995.

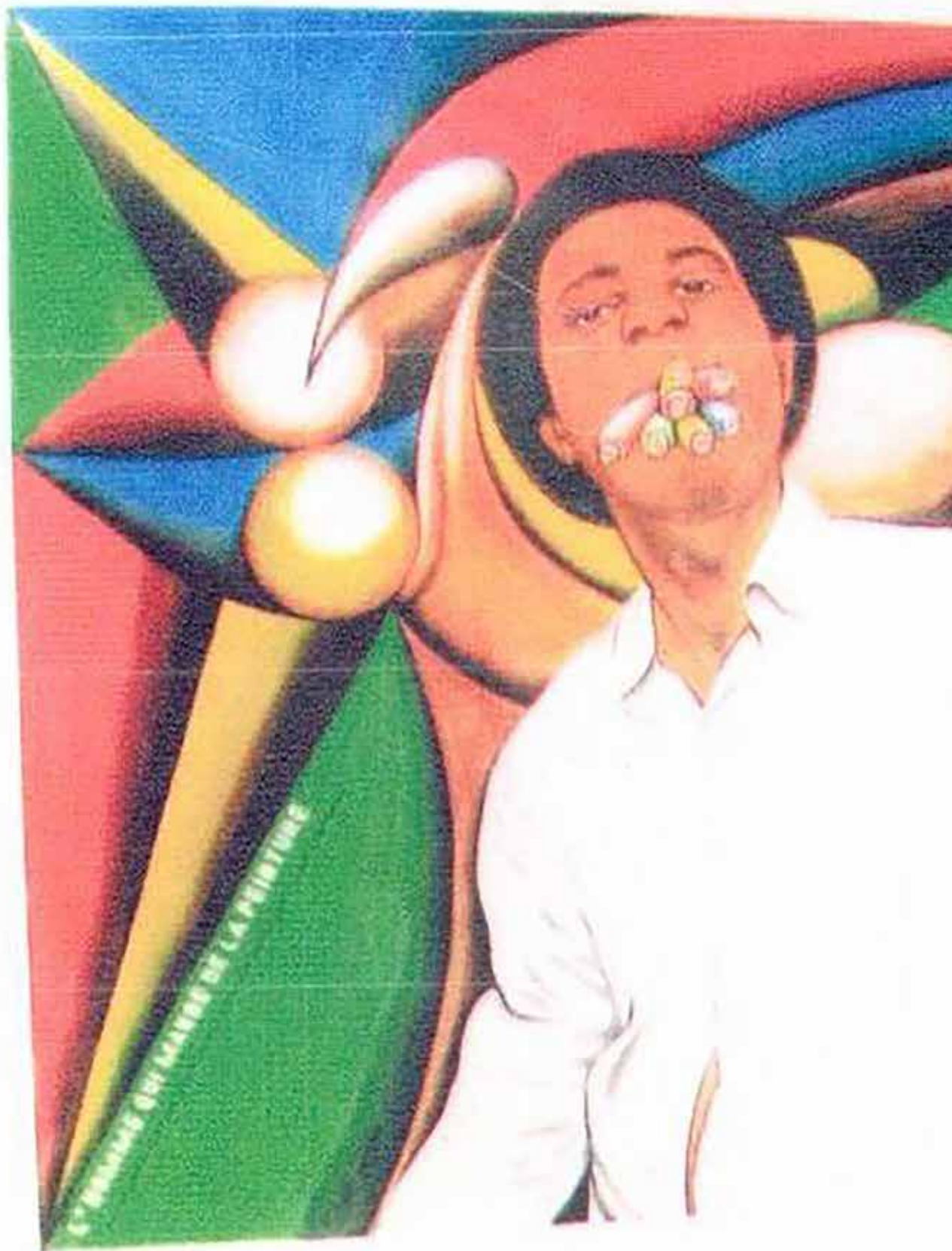
The descendant of the royal blacksmiths of Porto Novo, Benin, Calixte Dakpogan was born in the Gukomy quarter in 1958. The spiritual centre of Vodun, the region is traditionally associated with Gu, the god of iron and war. Dakpogan began his artistic career by making works that demonstrated his devotion to the deity. Inspired by the works' popularity, he began to make secular sculptures.

Dakpogan's compositions are forged from the scrap metal that he finds on the streets of Porto Novo, scavenged car parts in particular. Calixte and his brother Theodore began to construct standing figures out of these parts, in the style of early 19th century metal Fon sculptures. In 1992, the Dakpogan brothers received a commission from the Benin government to create one hundred of these scrap figures to be exhibited at *Ouidah 92*, the First International Festival of Vodun Arts and Cultures.

Since then, Calixte has largely worked independently, recycling and reconfiguring waste metal and plastic into masks, beasts and figures. The sculptures incorporate increasingly disparate objects such as floppy disks, CDs, combs, sandals and tin cans. He has described his artistic intentions thus:

"All my sculptures speak of my country, my culture, my surroundings and my beliefs, as well as of the entirety of my worldview. I work with recovered materials since they are burdened with time and transformed by usage, conferring a degree of vitality upon my sculptures that I would be able to attain if I used new materials." (Interview with Andre Magnin, 2005)







18 W

CHÉRI SAMBA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

'Je suis l'homme qui mange de la peinture' ('I am the man who eats paint')

inscribed with title and 'et il faut comprendre que j'en ai mangé beaucoup avant que tu me connaisses', signed and dated 'Chéri SAMBA/ d. 2005' (lower left)

acrylic and glitter on canvas

120 x 150cm (47 1/4 x 59 1/16in).

£12,000 - 18,000

€17,000 - 25,000

US\$19,000 - 28,000

Provenance

Acquired by the current owners in Democratic Republic of Congo.

This canvas bears the inscription 'Je suis l'homme qui mange de la peinture et il faut comprendre que j'en ai mangé beaucoup avant que tu me connaisses' ('I am the man who eats paint and you must understand that I ate a lot before you knew me'). The inscription both asserts the artist's success and references the many years of being unknown and under-appreciated.

An autodidact, Chéri Samba is a firm advocate of innate artistic talent. In his studio, Samba offers advice and guidance to aspiring young artists, but urges them to find their own unique and distinctive technique. Samba criticises art academies for encouraging students to copy works by old masters. He argues that this perpetuates the bias towards Western artists and encourages students to become pale imitators "with no soul":

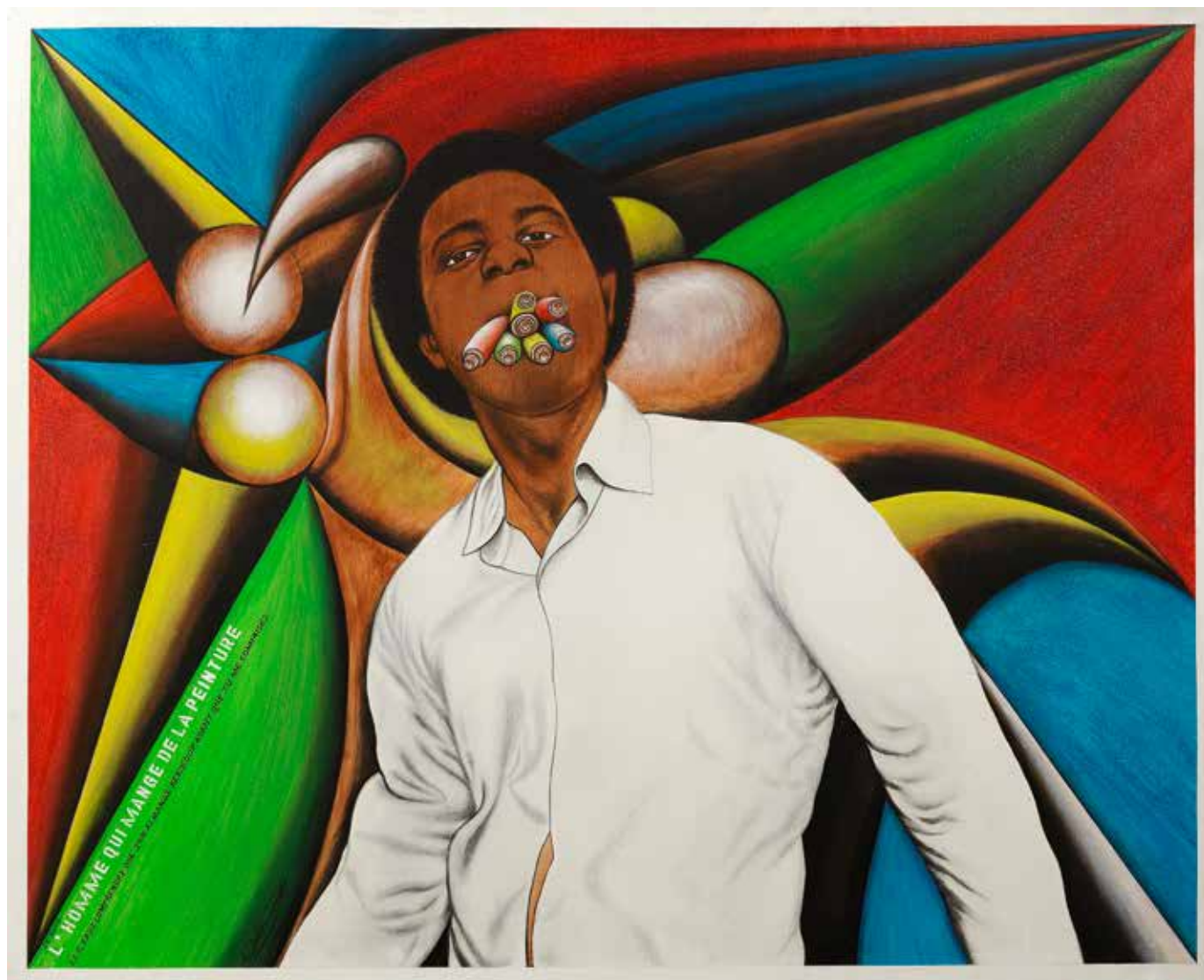
"Art cannot be taught. An artist must show people what he has inside. Indeed, artists can change the world...but they have to find their own path."

Samba found his distinctive style when he was working as an illustrator for the newspaper *Bilenge Info*. The popularity of his narrative paintings encouraged him to open a studio in Kinshasa's Ngiri-Ngiri quarter in 1975, where he still works today. Samba describes his art as 'popular painting' to distinguish it from the academic style. To use the artist's own words, his painting "comes from the people, is about the people, and is intended for the people".

Please note: this work is accompanied by a signed certificate from the artist dated 8th May 2007.

Bibliography

A. Magnin (ed.), *J'aime Chéri Samba*, exh. cat., (Paris, 2004) p.18.



19 W

CHÉRI SAMBA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

'J'aime la couleur'

inscribed, signed and dated 'J'AIME LA COULEUR.../Cheri Samba/ 2003' (lower left)

oil on canvas

121 x 151cm (47 5/8 x 59 7/16in).

£25,000 - 35,000

€35,000 - 49,000

US\$39,000 - 55,000

Provenance

Acquired directly from the artist in 2007.

A private collection, Belgium.

Chéri Samba left his home village of Kinto M'Vuila in 1972 aged 16. He travelled to Kinshasa where he was employed as a draughtsman for an advertising agency. Billboards across the city sported works by self-taught artists such as Bodo, Mass, Cherin and Moke. These painters greatly influenced the young Samba. However, he soon differentiated himself by incorporating text in his work. He later described this as the 'Samba signature':

"I had noticed that people in the street would walk by paintings, glance at them and keep going. I thought that if I added a bit of text, people would have to stop and take time to read it, to get more into the painting and admire it."

Samba prefers to work on a large scale in vivid colours. It is important to the artist that his works are impressive and can be easily seen from a distance. He began to incorporate glitter in the late 1980s for this very reason. This harks back to his training as a sign-painter, but also suggests his desire to create 'popular' pictures. For Samba, art should be enjoyable for all, not only the knowledgeable. The artist draws inspiration from everyday life in Kinshasa; the people, the fashions, the politics. He continues to retain a studio in the city despite having become an international name.

Samba frequently depicts himself in his works. He claims that art is inherently autobiographical:

"Whether or not the subject of the paintings involves me directly, I still prefer to appear in them. Why should I put someone else's face instead of my own when I'm the one painting, they're my ideas and I'm the one deciding on the subject and comments?"

In '*J'aime la couleur*' the artist's head is portrayed as a winding spiral against a bright blue sky. He holds a dripping paintbrush between his teeth. The work is an expression of how Samba experiences the world:

"Colour is everywhere. To me, colour is life. Our heads must twirl around as if in a spiral to realise that everything around us is nothing but colours. So I say 'I like colour' instead of saying 'I like painting'. Colour is the universe, the universe is life, painting is life."

Bibliography

A. Magnin (ed.), *J'aime Cheri Samba*, exh. cat., (Paris, 2004) pp.15, 30 & 126.



20 *

CHÉRI SAMBA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

Une peinture à défendre
signed 'Cheri Samba/ 91' (lower right)
acrylic on canvas
78 x 116cm (30 11/16 x 45 11/16in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

The Mbuy Mbiye Tanayi private collection.

The present lot is an earlier version of an oil in the Pigozzi Collection, Genève, also titled *Une peinture à défendre* (1993). The work was displayed at the exhibition '*J'aime Cheri Samba*', curated by Andre Magnin and held at the Fondation Cartier pour l'Art Contemporain.

In the present version, the artist stands in front of one of his canvases, a brush in one hand and a tin of paint in the other. The caption in the top left hand corner reads 'Qui va defender cette peinture?' ('Who will defend this painting?') In the foreground, two gallerists compete for the artist; one holds onto Samba's leg, the other grips the artist's waist. The implication is that Samba's work is now in great demand, not merely in his home city Kinshasa, but internationally. The canvas being fought over depicts a globe, reinforcing the artist's message that his defenders come from the four corners of the world.

The 1993 version in the Pigozzi Collection differs from the original composition in one fundamental respect. The canvas no longer depicts a globe. Rather it is a copy of a painting by a fellow Congolese artist, Moké. Samba altered the work to suggest that his success is only the beginning; other African artists will soon receive the same recognition and take their place on the world stage. Samba described the painting thus:

"Our painting has long been underestimated. Today we are accepted and art promoters fight over our works...I defended (Moké) to show that there are different styles, and diversity must be encouraged. If all artists do the same thing, it isn't art anymore. Our painting shouldn't only be defended by Westerners."

Bibliography

A. Magnin (ed.), *J'aime Cheri Samba*, exh. cat., (Paris, 2004) p.78.



21 *

CHERI CHERIN

(DEMOCRATIC REPUBLIC OF CONGO, BORN 1955)

'Partage du Pouvoir'

signed 'CHERI-CHERIN/ 2003' (lower right)

oil on canvas

70 x 97cm (27 9/16 x 38 3/16in).

£3,000 - 5,000

€4,200 - 6,900

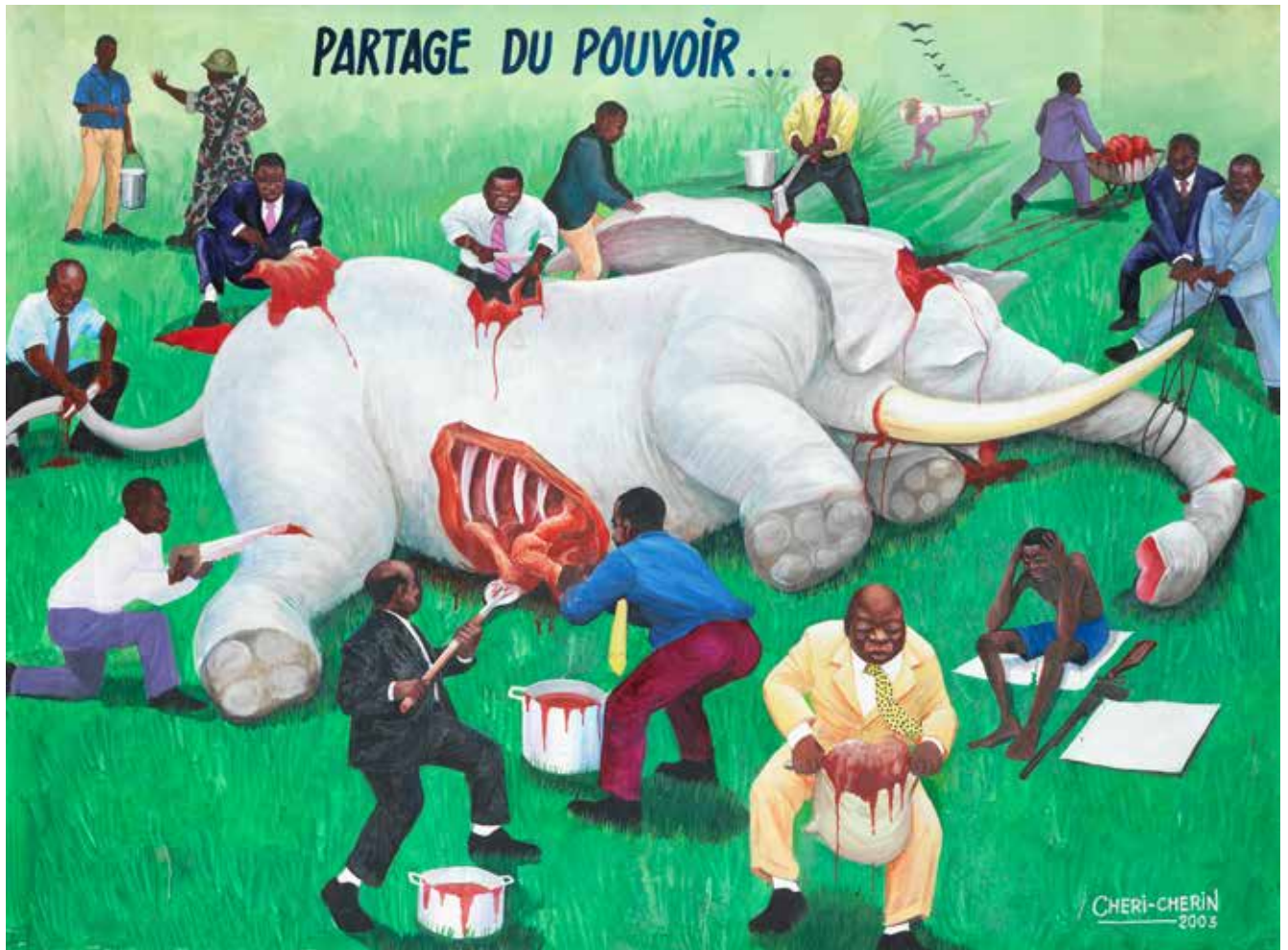
US\$4,700 - 7,800

Provenance

The Mbuy Mbiye Tanayi private collection.

Joseph Kinkonda, better known by his artistic name Chéri Cherin, was born in Kinshasa in 1955. In the 1970s, Cherin studied at the Academie des Beaux Arts in Kinshasa under the Austrian ceramicist, Peter Weihs. During this period, the city experienced a creative explosion. A young and charismatic artist by the name of Kester Emeneya coined a term to describe the new generation of creatives: 'SAPE' (Society of Atmosphere-Creators and Elegant Personalities). Cherin was one of the most prominent members.

Cherin first achieved recognition as an artist when his works were shown alongside those of fellow painters Cheri Samba, Moké and Bodo at the 1978 exhibition *Art Everywhere*. This group of artists looked to one another for inspiration, borrowing motifs and developing their distinctive 'popular' style. Chérin had, like Samba, initially trained as a sign painter, producing posters and wall murals for bars, barbershops and small boutiques. This discipline laid the foundation for his later satirical depictions of daily Congolese life.



22 *

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

Untitled

signed and dated ‘PENTRE/ MOKE 99’ (lower right)

oil on canvas

100 x 89cm (39 3/8 x 35 1/16in).

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

Provenance

The Mbuy Mbiye Tanayi private collection.

Born Monsenguro Kejwamfi in Bandundu province, DRC. Moké was among the leading artists of the school of popular painting that sprung up in Kinshasa in the first decades of Zaïre's independence. The current work, dated 1999, was completed only two years after the fall of Zaire's dictator Mobutu Sese Seko (president from 1965- 1997). Under his leadership he sought to eradicate as much colonial cultural influence as possible, and was known for his tendency towards large scale events of ‘staged popularism’.

Moké is probably best known for his work of 1982 entitled ‘Mitterrand and Mobutu’, it depicts the motorcade of the French Prime Minister and Mobutu riding through the streets of Kinshasa. The garish green backdrop and hyperbolic caricatures undermine the power of these political figures, parodying their over-blown pageantry.

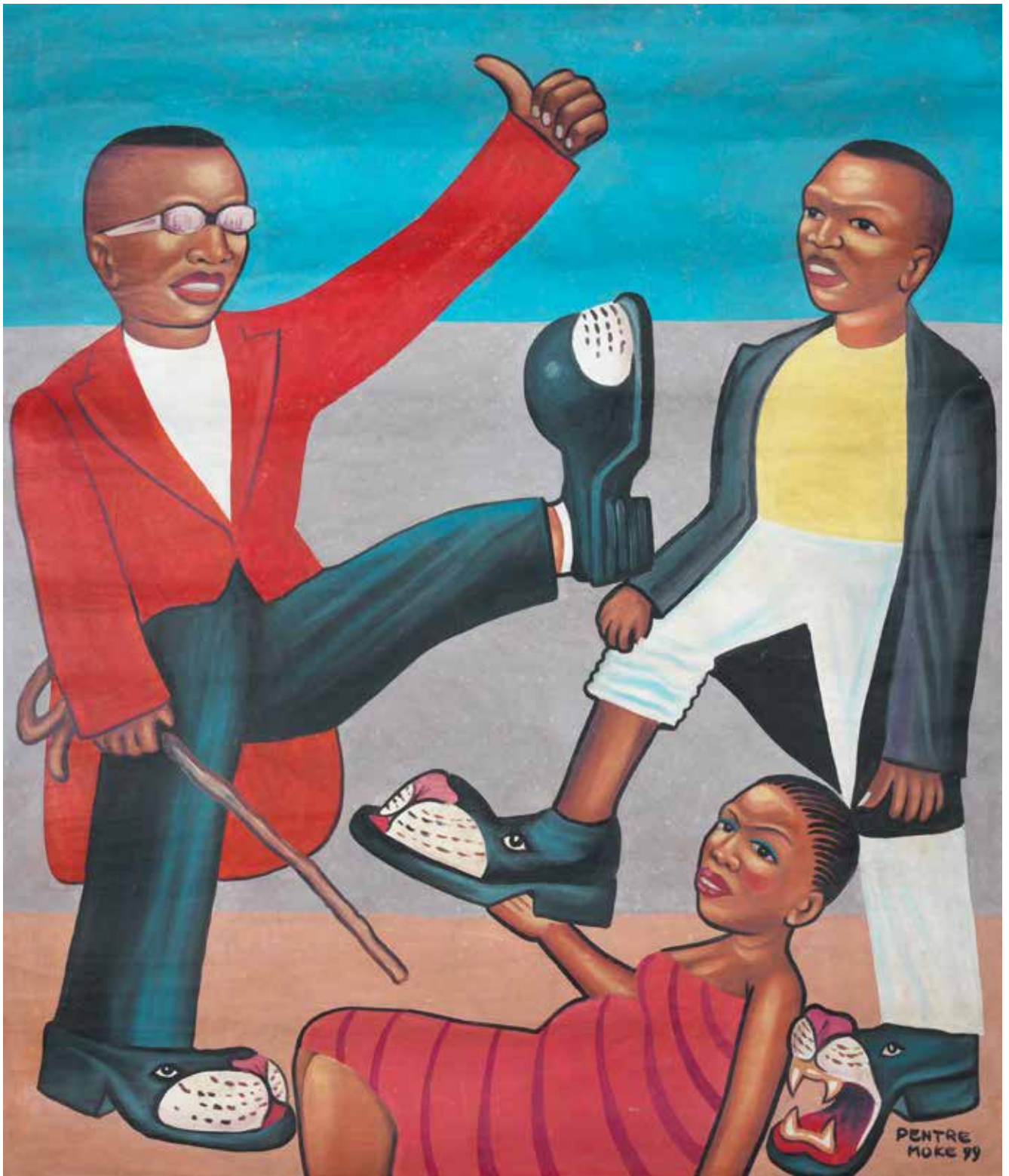
“A veritable visual journalist, Moké has an eye for the pictorial thrill of mundane experience, of the urban folk, or the spectacular performance of official pageantry.” (Enwezor & Okeke, 2009)

The artists sympathetic and vivaciously humorous paintings were grounded in his observation of daily life in Kinshasa: street scenes, bars, the local dandies known as sapeurs, the powerful Miziki (associations of financially independent women), all-night parties, neighbourhood disputes, and public ceremonies all found their way into his work.

The progression in style by the early popular painters of Kinshasa is markedly different to that of their post-colonial counterparts in Nigeria, Dakar and Kenya. The artists of this Kinshasa movement emerged from a decidedly non-radical political discourse, they chose to look inward to their local visual cultures for a language to engage with social issues. Curator Okwui Enwezor cites the body of work produced by these painters as “one of the most important instances of social and political engagement by contemporary African artists.”

Bibliography

O. Enwezor & C. Okeke- Agulu, *Contemporary African Art since 1980*, (Richmond, 2009), pp. 23- 34.





23 *

RICHARD MUDARIKI (ZIMBABWEAN, BORN 1985)

'Something on every turn'

signed and dated 2014

oil on canvas

80 x 130.5cm (31 1/2 x 51 3/8in).

£2,500 - 3,500

€3,500 - 4,900

US\$3,900 - 5,500

Provenance

Johans Borman Fine Art, Cape Town.

Richard Mudariki was born in 1985 in Zimbabwe. He studied painting under the mentorship of Helen Lieros and Greg Shaw at Gallery Delta in Harare. His paintings are frequently polemical, critiquing Zimbabwe's current political and social situation. Mudariki's subjects include institutional corruption, the abuse of citizens' rights, corporate greed and state censorship. Art historian, Lloyd Pollack, has described his *mise-en-scène* as "Brueghel-like pageants of infamy and transgression".

Something on every turn is characteristically angular; the figures and background are built up from geometric shapes. Like the plays of Bertolt Brecht, Mudariki's painting seeks to alienate the viewer from the scene depicted, making the familiar strange. This departure from naturalism causes the viewer to look at the world afresh and recognise social ills.

Commenting on this work, the artist stated:

"This painting reflects my views of contemporary society in which everyone, everywhere, seems to be feverishly searching for something - food, money, wealth, love, power, possessions and security. Where will the search end?"

Well-known in Zimbabwe and South Africa, Mudariki has also received international recognition, exhibiting in Germany and the UK.





Photo © Asteria Malinzi, 2015

24 * W

MANFRED ZYLLA (SOUTH AFRICAN / GERMAN, BORN 1939)

'My Own Pool' (triptych)

each signed and dated 'M Zylla / CT 2014' (lower right)

acrylic and colour pencil on paper

each panel 159 x 150cm (63 x 59 1/16in) (3)

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 16,000

Manfred Zylla was born in Augsburg, Germany in 1939. He moved to South Africa in 1970. His early experiences of racial hatred and discrimination under Nazi rule made Zylla highly sensitive to the sufferings of South Africa's black population during apartheid. He began to produce paintings that overtly criticised the National Party and their handling of key events, such as the Soweto uprisings of 1976.

Zylla is best known for his series *Inter-action*, exhibited at the Community Arts Centre in Cape Town in 1982. During the exhibition, visitors were encouraged to draw and write on the artworks, their interpretations and responses becoming a part of the creative process.

The current triptych, *My Own Pool*, is Zylla's reaction to society's ever increasing consumerism. The title of the work emphasises ownership and possession. However, the pool depicted is in reality a public pool in Augsburg near to the artist's childhood home. The disparity between the truth and perception encourages the viewer to consider the moral ramifications of this sense of entitlement.





25

LIONEL SMIT (SOUTH AFRICAN, BORN 1982)

Girl with Blue (2013)

signed 'Lionel Smit' (lower right)

oil on linen

60 x 60cm (23 5/8 x 23 5/8in).

£4,000 - 6,000

€5,600 - 8,300

US\$6,300 - 9,400

The son of renowned sculptor, Anton Smit, Lionel was born in Pretoria in 1982. As a child, Lionel would assist his father in the studio, producing his first works in clay aged 12. When his parents separated four years later, Lionel turned his attention to painting, going on to graduate first in his class at Pretoria's Pro Arte School of Arts.

Smit begins each artwork by laying a base layer of abstract lines and swathes of colour. Over this, he then draws the face or bust of his sitter, most frequently women from the neighbouring Cape Malay community. For the artist, this ethnic group epitomises South Africa's complex and hybrid identity.

Smit has enjoyed sell-out exhibitions in both London and Hong Kong. One of his portraits was recently displayed at the National Portrait Gallery in London where it received the Viewer's Choice Award.

26

ABDERRAZAK SAHLI (TUNISIAN, 1941-2009)

Abstract I & II

each signed 'Sahli' (lower right)

oil on hessian laid to board

each 30 x 31cm x 12 3/16 in. (2)

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

Of Arabic ancestry, Abderrazak Sahli spent the majority of his life travelling between France and Tunisia. He embarked on a career in the visual arts in the 1960s, prompted by his friend and mentor Nejib Belkhodja, founder of the Tunis School of Art.

Sahli's abstract paintings are inspired by the decorative patterns and design elements of North Africa's architecture. However, they also draw upon the Abstract Expressionist and Russian Suprematist art that he encountered in Paris. The artist strips back his subjects to their bare essentials of shape, colour and form. He described his work thus:

"My painting is principally based on a multitude of objects and forms; it translates diversity. The clutter of objects in my canvases is nothing but a representation of the crowd, the dense crowd that is force and movement."



27 W

MAÏMOUNA GUERRESI (ITALIAN, BORN 1951)

Mohamed and Daughters (triptych)

lambda print

200 x 275cm (78 3/4 x 108 1/4in).

£12,000 - 18,000

€17,000 - 25,000

US\$19,000 - 28,000

Literature

Mariane Ibrahim Gallery, *Maimouna Guerresi*,
(Seattle, 2014) illustrated p. 9.

For the last twenty years, Maimouna Guerresi has created artworks that explore and examine the role of women within society. Drawing on her own experiences as a Muslim woman, her pieces expose the way that cultural structures are used to marginalise women in different parts of the world.

Guerresi converted to Islam in 1991, adopting the name Maimouna. She travelled extensively during this period, visiting a number of Muslim African countries. These experiences prompted a series of figurative sculptures, each engraved with religious symbols and engaged in prayer. From 2005, the artist began to experiment with photography, this time focusing on the image of a woman wearing the veil. These figures are literally enveloped in their traditions, isolated from the modern globalised world.

Guerresi represented Italy at the Venice Biennale in 1982 and 1986, and exhibited at Documenta K18 in 1987. Since then her work has been shown throughout Italy, Spain, Africa and America.











28 * W

PEJU ALATISE (NIGERIAN, BORN 1975)

'High Horses' triptych

wood, cloth, resin, fiberglass and acrylic

233.7 x 68.6cm (92 x 27in).

£25,000 - 30,000

€35,000 - 42,000

US\$39,000 - 47,000

This is a transcription of a conversation between a mother and daughter that the artist overheard whilst she was working in Ibrahimpasa during an artist residency. The conversation was prompted by the appearance of Alatise's signature on her paintings.

'They put them on High Horses and they stayed there.

"Don't whistle, don't sing!
Do not dance, do not shine,
Do not be heard, do not be seen,
No rhythm, no rhyme.
Be quiet, be still,
Move slowly,
Whisper only,
You shall not be!"

She obeyed every word and disappeared. She looks at her mother, the woman that has never been: "Shall I be like you, mama?"

Her mother said without a smile: "Indeed you shall. As all women should be."

"But Mama, you do not exist!"

"Neither shall you for this is what is preserved for us. What greater honor is there for a woman than to be married and have children?"

"But that is in his name! What about my name?"

"Shhh my child, remove that sinful thought from your head and never talk about it again!" Her mother's whispers were like thunder.'

This was not the first time the artist had heard such views; the notion that women are predestined to be wives and mothers is still a widely held view in this part of the world.





29 W

GERARD QUENUM (BENINESE, BORN 1971)

'The Electricians' (2001)

signed 'QUENUM' to base

carved wood post, electrical wire, plastic dolls, string

198 x 23.5 x 32cm (77 15/16 x 9 1/4 x 12 5/8in) including base.

£4,000 - 6,000

€5,600 - 8,300

US\$6,300 - 9,400

Provenance

Acquired from the October Gallery, London in 2008.

A private collection.

Born in 1971, Gerard Quenum was raised in Benin's capital, Porto Novo. Due to the region's lack of artistic institutions and facilities, Quenum received no formal training. Instead he spent his teenage years working as an apprentice for a decorator. This gave him an opportunity to learn a wide range of techniques in a number of different media, including wood, metal, paint, plaster and clay. Quenum and his fellow apprentices formed their own artistic movement, encouraging one another to experiment and innovate.

Quenum's aesthetic is characterised by his use of 'urban detritus', discarded objects that he finds on the streets around his studio. His sculptures are frequently constructed from bits of bone, wood and plastic. However, he also incorporates objects associated with Beninese traditions including mortars, drums and staffs. Quenum is interested in the way the original functions of these objects continue to inform his assemblages. The ritual elements lend the sculptures a spiritual quality. The artist claims he is paying his respects to ancestral customs.

Quenum's grandmother was a Beninese priestess. He claims that her practices fundamentally influenced his artistic approach. In this tradition, "objects must be very precisely placed to interact with their environment so as to create a special ambience". In referencing ancestral customs, Quenum acknowledges his debt to tradition and simultaneously pays his respects.

The artist first began to incorporate plastic dolls into his sculpture in the late 1990s. Whilst walking one day, he happened across a plastic doll abandoned by the roadside. Such toys frequently find their way to Benin as part of overseas aid packages. The doll was soaked through, and so Quenum took it back to his studio and nailed it to a wooden post to dry. Over the next few days, he was struck by the pity and compassion the doll aroused in his visitors. In an interview with Gerard Houghton in 2012, Quenum commented:

"The face of each doll inspires me, almost as if the doll were telling me its story, and my job is to understand and then to surround it with whatever props are necessary to render that story visible...I'm prompted to give these foundlings a safe place from where they can recount the stories of the things they have been."

The doll series deals with themes of abandonment and human suffering, but the artist maintains it is fundamentally positive. The incongruous juxtaposition of the doll's head with the roughly carved wooden post lends the sculpture a humorous, even mischievous quality. Quenum reminds the viewer that even in the gloomiest circumstances, there are "moments of illumination".

Quenum held his first solo exhibition in Cotonou, Benin in 1998. Since then his works have been shown in Paris, London and Brazil. In 2012 he exhibited a series of assemblages entitled *Dolls Never Die* at the October Gallery in London.

Bibliography

G. Houghton, *Gerard Quenum: Dolls Never Die*, (London, 2012) pp.2-10.



PETER ELUNGAT (KENYAN, BORN 1978)

'Weeping in the Mist'

signed and dated 'Peter S. Elungat/ 2000' (lower right)

oil on canvas

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

£4,000 - 6,000

€5,600 - 8,300

US\$6,300 - 9,400

Provenance

Purchased by the current owner in 2001, Nairobi.

Born in Teso, Western Kenya in 1978, Peter Elungat was the eighth of twelve children. He received no formal artistic training; his older brother acted as his mentor, encouraging him to sketch scenes of village life and the surrounding landscape.

The present lot, *Weeping in the Mist*, draws on central themes in the artist's oeuvre: his muse Angelina, and his love of music. Angelina stands at the centre of the canvas holding a strange, stringed instrument. She inclines her head in sympathy with the music. Her long, flowing hair and billowing skirt echo the curve of her bow.

The shimmering golden background and disregard for anatomical proportions lend the work a mystical, medieval quality. In Elungat's work, women and Angelina in particular, symbolise purity and spiritual receptivity. The choice of palette is also of symbolic significance; blue and black represent hardship and suffering, whilst brown and white represent rebirth.

The artist is himself an adept flautist and singer. He wrote the following verses to accompany the painting:

WEEPING IN THE MIST

I saw her, and she smiled,
She is a violin, and she sang,
I also saw it, covered in the mist,
O, I hate to be hatched,
And the bird wept.

Humans communicating with nature: birds, insects and environment.

I saw red tears, the brilliant crimson,
It turned green, and then to white,
But the woman sang
A song of a loved one,
And the birds wept.

Hmmm, I heard a voice,
It was sad, from the spiral bird.
The eyes were dull, trying to smile.
I tried to smile, but all in vain,
And again, the bird wept.





31

JULIET EZENWA MAJA-PEARCE (NIGERIAN, BORN 1968)

Lost Innocence

signed and dated 'JEZENWA/ 2012' (lower right)

oil on canvas

56 x 63.5cm (22 1/16 x 25in).

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

The present lot comes from a series examining the cultural motives relating to the practice of female genital mutilation in Africa, and evaluating its impact thus far. The practice of FGM in some cultures is seen as a means of curbing teenage promiscuity and promoting virtue. FGM is usually carried out during coming of age ceremonies. The young virgins are expected to partake in the maidens dance wearing nothing but a few strings of beads.

The artist states:

"It is believed that only true virgins can do this, and to a large degree the belief proved to be true as I witnessed the young girls of about ten to fifteen years old, unaware of their bodies but basking in the approving attention of their families, paraded themselves with careless abandon and trusting the protection provided by their parents, guardians and society. I have used pure and clear colours to portray all of this."





32 W

NNENNA OKORE (NIGERIAN, BORN 1975)

'Fence'

sticks and woven newsprint

95 x 145cm (37 3/8 x 57 1/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$13,000 - 19,000

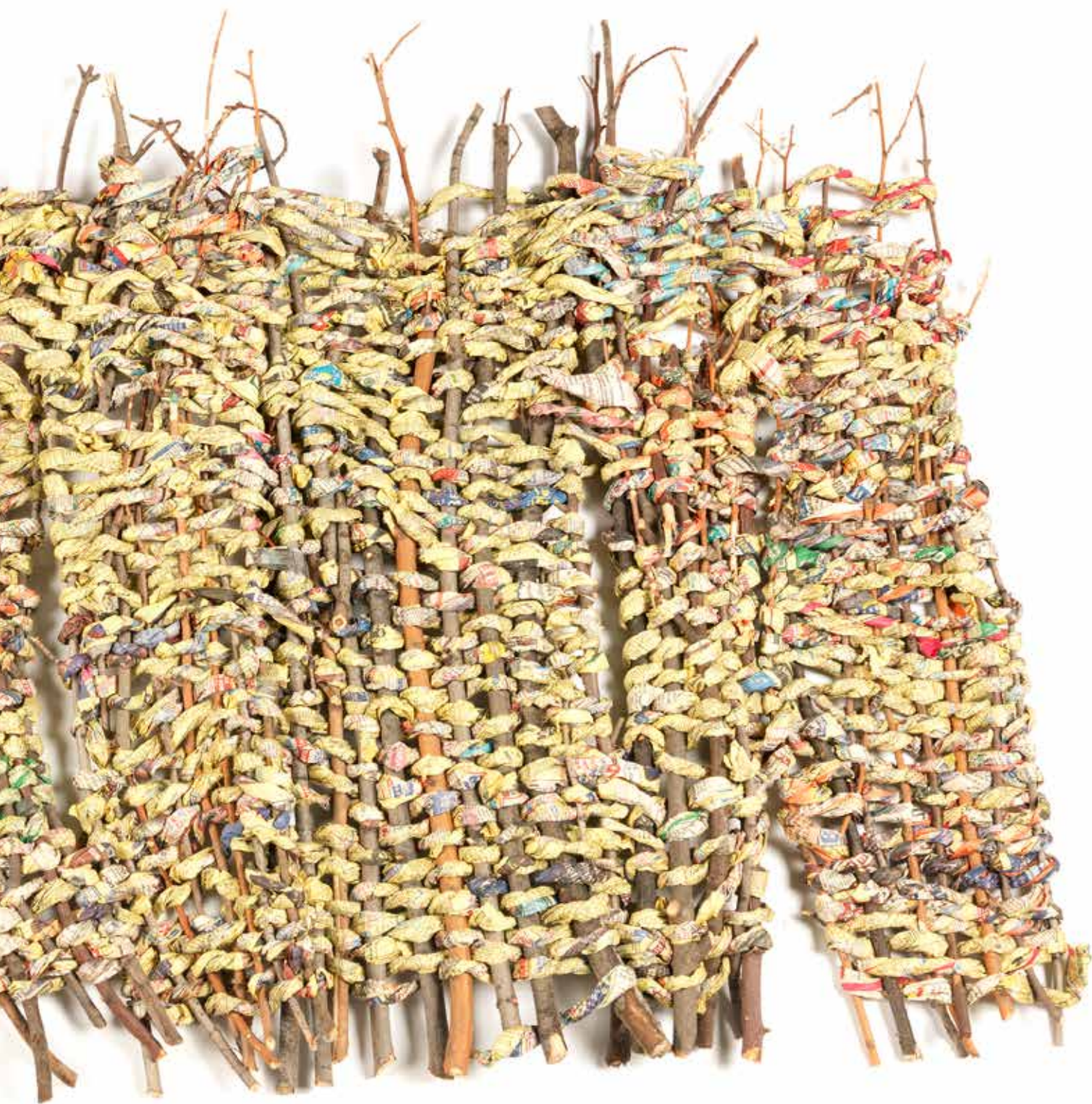




Image courtesy October Gallery, London.
Photo © Jonathan Greet

Born in Australia but raised in Nigeria, Nnenna Okore studied sculpture with the renowned artist El Anatsui at the University of Nigeria, Nsukka. Like her mentor, Okore adapts her structures to fit their environment. There is a dialogue between the folds of the cloth and the architecture of the surrounding space.

Okore's sculptures are primarily composed of discarded materials that she finds on the streets around her studio: pieces of cloth, fired clay, netting, newspaper, wax and rope. The artist celebrates the different textures and forms, emphasising the tactile quality of each component. The concept of recycling is at the heart of these sculptures. Concerned by the increasing preoccupation with consumption, the artist is looking for a responsible and sustainable outlet for our by-products. Her structures encourage us to reconsider this supposed 'waste' and recognize its creative potential. Okore's artworks are inspired by the traditional crafts of her Igbo ancestors, these techniques are an integral part of her "make-up and memory". As a child she would watch the village women weaving, twisting, sewing, dyeing, waxing and rolling; she performs the same labour-intensive processes in her studio.

Okore achieved international recognition when she participated in the exhibition *Second Lives: Remixing the Ordinary* at the Museum of Arts and Design, New York in 2008. Since then, her works have been displayed at the October Gallery, London, the Goethe Institute in Lagos and at 1:54, the annual contemporary African art fair at Somerset House, London.

Bibliography

C. Spring, *African Textiles Today*, (London, 2012) p.53.
G. Houghton (ed.), *Nnenna Okore: Metamorphoses*, (London, 2011).





33 W

LOVEMORE KAMBUDZI (ZIMBABWEAN, BORN 1978)

'Magaba Working Place'

signed 'L KAMBUDZI' (lower right); inscribed with artist name, title, medium and dated '2002' (verso)

oil on canvas

140 x 210cm (55 1/8 x 82 11/16in).

£4,000 - 6,000

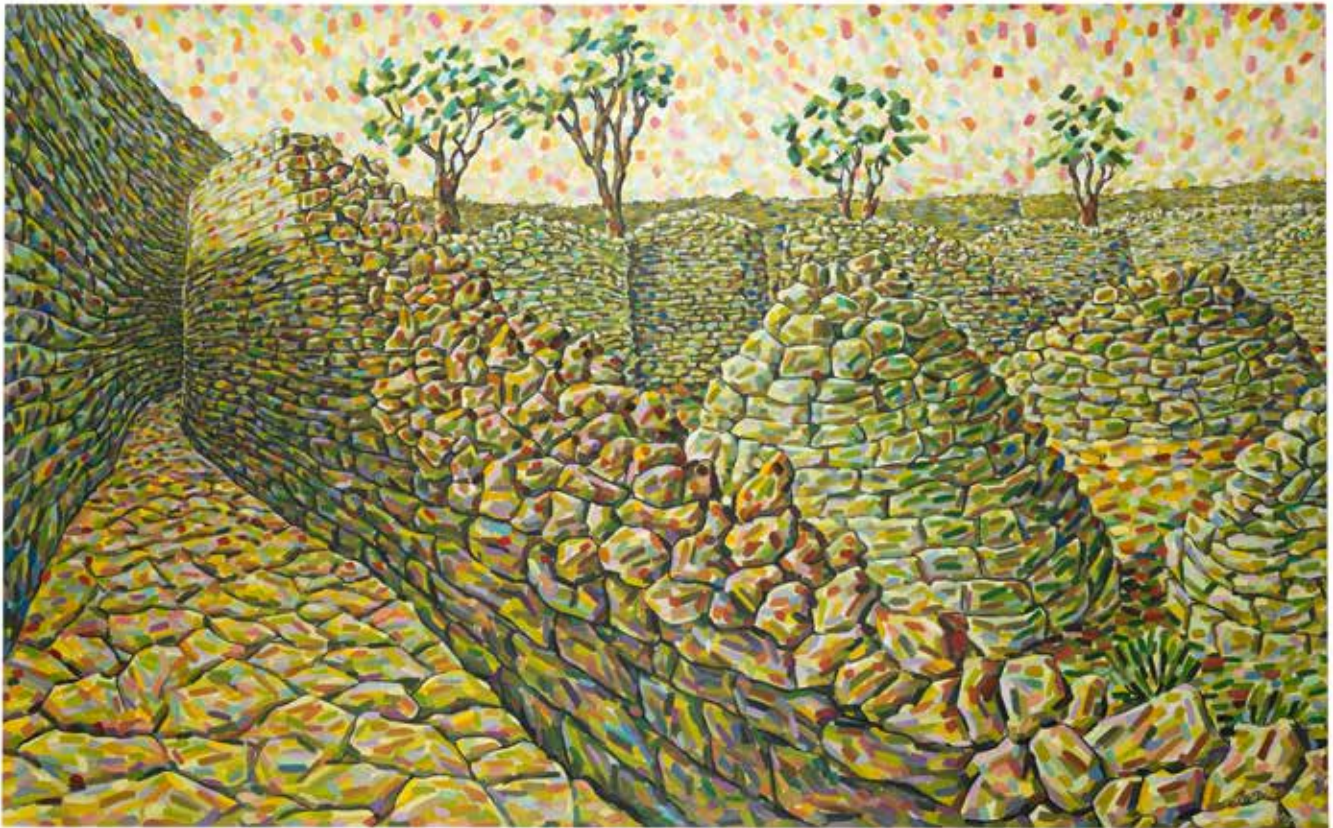
€5,600 - 8,300

US\$6,300 - 9,400

Lovemore Kambudzi was born in Harare, Zimbabwe in 1978. As a child he demonstrated natural artistic ability, encouraging his family to send him to the Visual Arts Studio at the National Gallery in Mbarara where he trained for three years.

Kambudzi draws inspiration from his local environment. His canvases commonly depict everyday occurrences in Harare, earning him the epithet, 'The Eye of the People'. Commenting on his work, the artist claims: "Handingavanze chokwadi" ("I can't hide the truth"). Kambudzi's paintings are often overtly critical, exposing the hardships suffered by Zimbabwe's citizens. Food and fuel shortages, political corruption and police intimidation are shown to be an integral part of life; and yet, the figures who populate his paintings maintain their good humour and optimism.

Kambudzi's paintings are characterised by tachism, the application of contrasting daubs of colour. Although frequently compared to Seurat's pointillism, this technique was developed before Kambudzi was aware of the French artist. Kambudzi was awarded a Commonwealth Scholarship, travelling to New Zealand in 2003. Since then, he has exhibited widely throughout Europe and the United States, as well as in his native Zimbabwe.



34 * W

LOVEMORE KAMBUDZI (ZIMBABWEAN, BORN 1978)

'Dzimbadzemabwe'

signed and dated 'L. KAMBUDZI/ 2005' (lower right); inscribed

'LOVEMORE KAMBUDZI/ DZIMBADZAMABWE' (verso)

oil on canvas

165 x 275cm (64 15/16 x 108 1/4in).

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

Exhibited

Harare, The National Gallery of Zimbabwe, *Shrines*, 2006.

Zimbabwe derives from the Shona word, 'Dzimbadzemabwe' ('Big House of Stone'). The name refers to a complex of massive stone walls that extend across 1,800 acres of present-day south-eastern Zimbabwe. These stone ruins are the last remnants of Great Zimbabwe, an empire that flourished between the 11th and 15th century. The walls of the largest structure, the Great Enclosure, are 36ft high and are constructed from granite blocks sourced from the surrounding hills. Great Zimbabwe was able to afford such large scale architectural projects due to its trade connections with the Middle East and its monopoly on the area's gold deposits.

At its peak, Great Zimbabwe had a population of more than 10,000. However, it is thought that only 200-300 people resided in the stone edifices at one time. The impressive walls were designed as a symbol of royal authority, separating the ruling families from the rest of the population. By 1500 the Plateau had become exhausted as a result of overgrazing and drought, and the site of Great Zimbabwe was abandoned.

35 W

**JOSEPH BERTIERS
(KENYAN, BORN 1963)**

'Crazy Transport'

signed 'Bertiers' (lower right)

oil on canvas

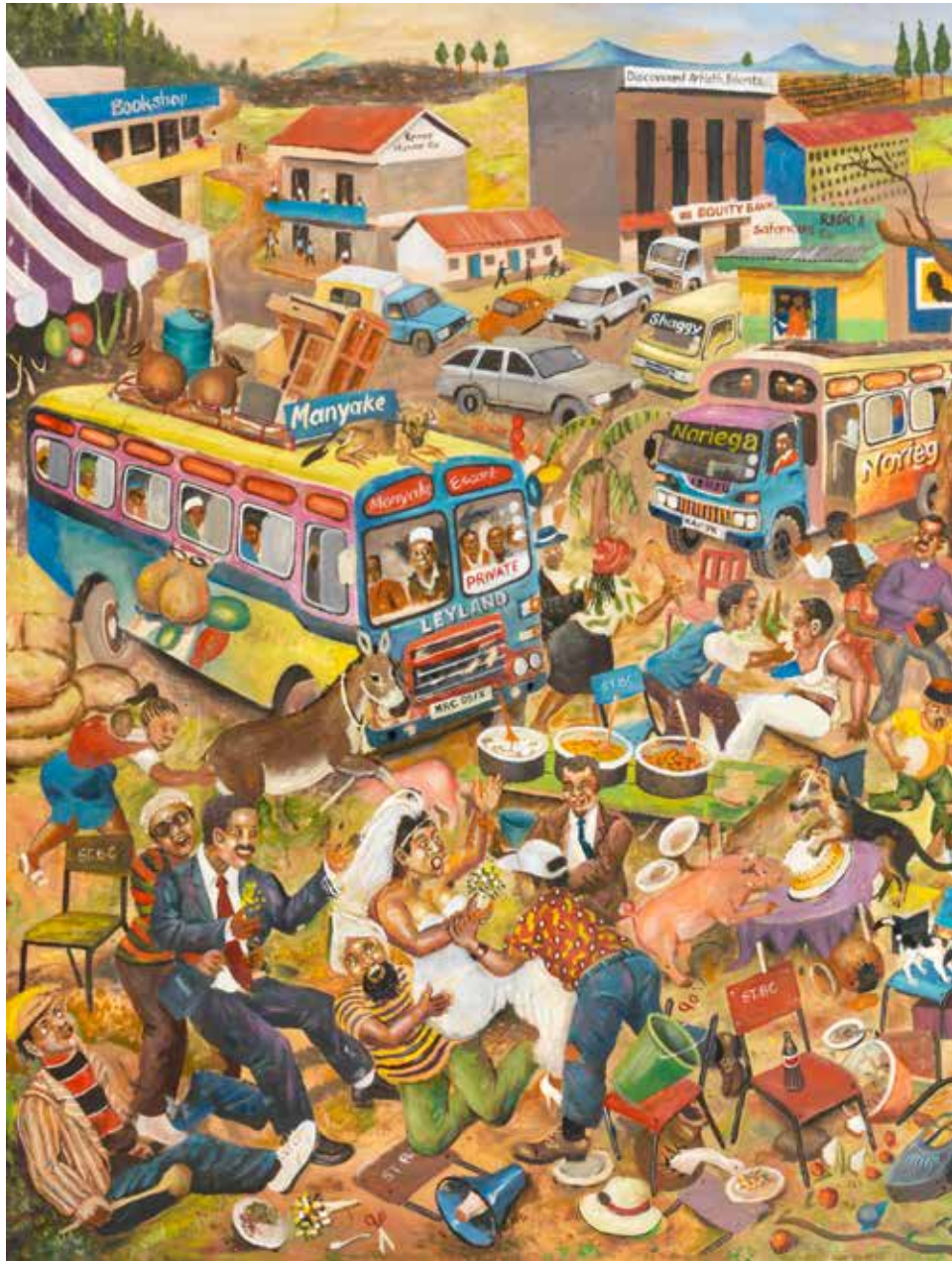
90 x 174.5cm (35 7/16 x 68 11/16in).

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

Joseph Mbatia Njoroge, or 'Bertiers' as he is known in the art world, began his artistic career as a professional sign writer. This experience of painting signs for shops and bars helped the artist to develop a popular, visually appealing style. His large-scale canvases are characterised by their humour and vivacity. The paintings depict scenes of everyday life in Kenya, offering a satirical view of its people and politics.







36 W

PAUL ONDITI (KENYAN, BORN 1980)

'Repackaging'

signed and dated 'WUDG 014' (lower right)

mixed media on six adjoined card panels

152 x 129cm (59 13/16 x 50 13/16in).

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

Paul Onditi was born in Kenya and studied at the Offenbach University of Arts in Germany. His use of black and white refers to good and evil, the confrontation between light and dark, our inner conflict. According to the artist, all of his works communicate some aspect of himself, his thoughts and feelings:

"That is the reason I paint and sculpt. I do that to capture moments and happenings in my own life, my own self."



37

MARGARET MAJO (ZIMBABWEAN, BORN 1956)

Collage

painted bottle tops mounted on varnished board

87.5 x 87.5cm (34 7/16 x 34 7/16in).

£5,000 - 7,000

€6,900 - 9,700

US\$7,800 - 11,000





Margaret Majo was born in 1956 in Murewa, Zimbabwe. After studying design and illustration at the Harare Polytechnic, she was selected to exhibit at the National Gallery in 1991 as part of the Zimbabwe Heritage Exhibitions.

Majo developed her characteristic bottle-top paintings under the instruction of a German official at the Chinembiri Training Centre in Mbare. Short of conventional materials, the official suggested that Majo could utilise the tops of bottles that were to be thrown away. In retrospect, it was the perfect medium for the artist's delicate and precise style. She began to exhibit these works in 1994.

Each of the painted bottle tops depict a scene of everyday village life: women plaiting hair, mothers pounding grain, cooking and washing dishes, dancing and fishing. Local animals also feature, drawn from Majo's memories of her childhood in rural Murewa.

Since 1991, Majo's works have been exhibited at a number of prestigious galleries including the Haus der Kulturen der Welt in Berlin, the Serpentine Gallery in London and the Pyramid in Nuremberg.





38 W

CYPRIEN TOKOUDAGBA (BENINESE, BORN 1939)

Figures with devil
signed 'TOKOUDAGBA CYPRIEN ABOMEY BENIN' (lower right)
acrylic on canvas
148 x 248cm (58 1/4 x 97 5/8in).

£6,000 - 9,000

€8,300 - 13,000

US\$9,400 - 14,000

Tokoudagba's artistic career began in 1980 when he was commissioned to decorate the walls of a temple in his hometown Abomey. The designs were so popular that he was subsequently employed to restore the bas-reliefs of the ancient royal palaces of Abomey. The artist soon developed an intimate knowledge of the cult of the Vodun and the history of the Dahomey kings. Tokoudagba would later draw on these traditions when creating his own compositions. His large-scale canvases are reminiscent of his early murals; strange animals and symbols are suspended against a white backdrop, timeless and mystical.

Tokoudagba's work was discovered by an international audience in 1989, when his works were displayed at the seminal exhibition *Les Magiciens de la Terre* at the Centre Pompidou in Paris.

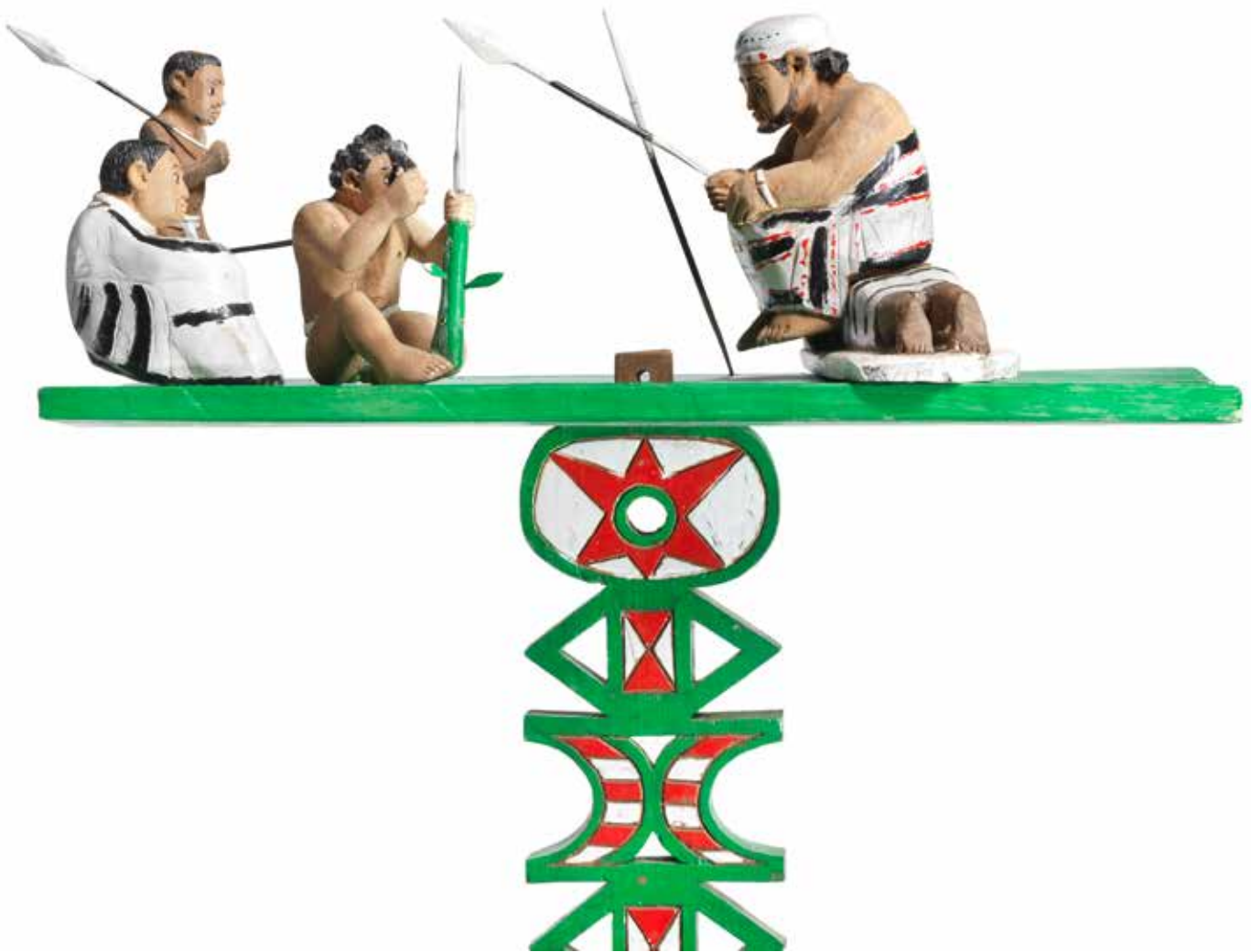
Bibliography

A. Jolly, *Sculpteurs contemporains du Benin: De la tradition à la modernité*, (Cotonou, 2013) p.38.





TOROBAKARA CYPPHEN ADESOSY OSHIN



39 W

JEAN-JACQUES EFIAIMBELO
(MADAGASCAN, 1925-2001)

Three hunters (1999)

staff and mounted plank numbered '14'

carved and painted wood

210 x 65 x 22.5cm (82 11/16 x 25 9/16 x 8 7/8in).

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

Born in south western Madagascar in 1925, Efiambelo's artworks are deeply rooted in the Mahafaly culture of his ancestors. His wooden staves are inspired by 'aloalos', steles traditionally used to demarcate graves at tomb sites. The Mahafaly practice of stele-carving dates back to the early sixteenth century; traditionally the art was passed down from father to son.

Efiambelo's staves are for decorative purposes only, but they retain a symbolic significance. The artist uses a mixture of traditional and modern construction methods and materials. Like the funeral aloalos, the posts are carved from local hardwood and are approximately seven feet high. The lower section of the posts are conventionally adorned with figures of eight (a number traditionally associated with abundance). Each staff supports a representational scene. Efiambelo's tableaux incorporate traditional motifs such as zebu (humped cattle representing wealth) and herdsman. However, they also feature more contemporary elements drawn from the artist's own experience of village life: cattle thieves, bush-taxis, motorcycles etc.



An integral function of the aloalos is to celebrate and honour the deceased's life. Efiambelo's posts, with their vibrant colours and animated figures, remain true to this fundamental purpose.

In 1989, a selection of the artist's work was included in the ground-breaking exhibition at the Centre Pompidou in Paris, *Magiciens de la Terre*. Since then, his sculpted posts have been displayed at the Saatchi Gallery in London, the Musée des Beaux Arts in Nantes and the Museum of Fine Arts in Houston.

Literature

J. Pigozzi, *Contemporary African Art Collection*, (www.caacart.com)







40 W

JOHN GOBA (SIERRA LEONEAN, BORN 1944)

Water-carrier and female figure

carved and painted wood, porcupine quills

144 x 116 x 50cm (56 11/16 x 45 11/16 x 19 11/16in).

£5,000 - 8,000

€6,900 - 11,000

US\$7,800 - 13,000

Exhibited

Kenya, *Biennale di Malindi*, December 2012 - February 2013.

Literature

A. Parise (ed.), *Fourth Malindi International*

Biennale of Art catalogue, (Milan, 2012), illustrated p.162.

John Goba was born in Mattru Jong, Sierra Leone in 1944. His grandmother was an important figure within the Sande community, a secret women's society. The Sande has a long tradition of art and craft. Ceremonies initiating girls into adulthood are accompanied by masquerades. Although a common feature of ritual ceremonies, mask wearing is usually a male preserve in Africa. In the Sande society, bundu (wooden masks) are worn by adolescent girls to celebrate their successful transition to womanhood. Goba was encouraged from a young age to participate in the making of these masks.

Goba is also a member of Freetown's Odeley society. After the coup d'état in 1992, young artists within the society began to create overtly patriotic works celebrating heroes from Sierra Leone's history. Goba was commissioned to create their ceremonial dress and masks.

Although heavily indebted to the rituals and traditions of his region, Goba's sculptures also reveal the influence of modern global trends. His fantastical characters covered in porcupine quills reference popular science fiction, synthesizing the traditional and contemporary.

Sierra Leone's civil war (1991-2002) led to more than 120,000 deaths and two million displaced. Funded by diamond trafficking, the insurgents attempted to seize control, beheading community leaders and raping women and children. The rebels' practice of hacking off of their victims' hands and feet became a trademark. Thirteen years on, Sierra Leone's citizens still bear the physical signs of this violence. Goba's attenuated sculptures attest to the suffering of his people; their porcupine quills are a necessary form of self-defence.

Since his first exhibition in London at the Saatchi Gallery in 1992, Goba has exhibited at various international institutions such as the Fine Arts Museum, Nantes and the Museum of Fine Arts, Houston.

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Valerio Deho, 'African Statements' in *Tribal Soul, Metropolitan Body*; *Contemporary African Art*, (Bologna, 2001) p.36.



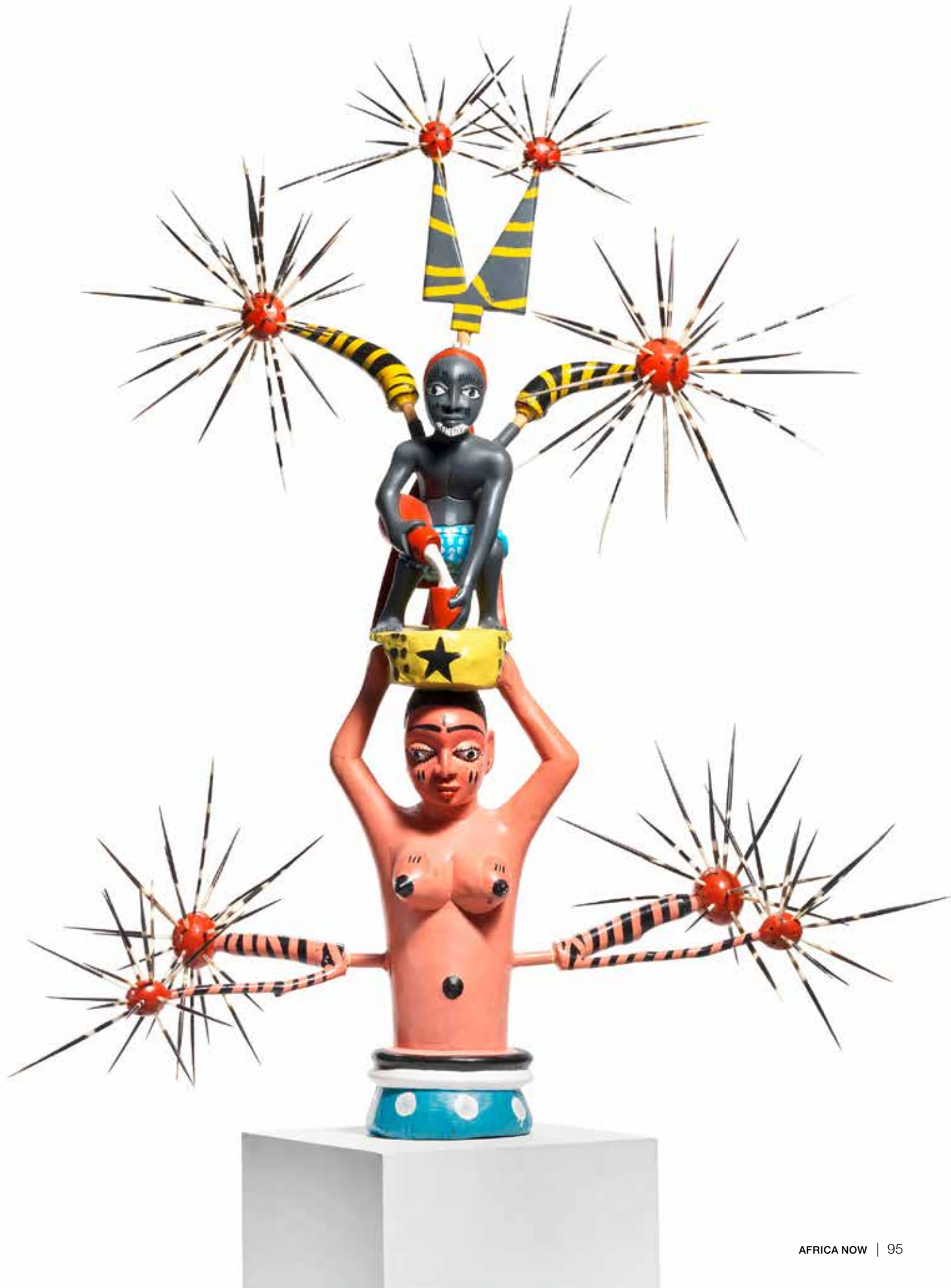




Image courtesy of ARTCO Gallery, Aachen. Photo © Jens Mauritz

41 * W

RANSOME STANLEY (BRITISH, BORN 1953)

Green Cat (2013)

signed and dated 'R. STANLEY/ MUNICH 2013' (verso)

oil on canvas

160 x 200cm (63 x 78 3/4in).

£5,000 - 7,000

€6,900 - 9,700

US\$7,800 - 11,000

Provenance

Artco Gallery, Aachen, Germany, 2014.

Literature

R. Stanley, *Ransome Stanley: Where Do You Come From?*, (Mönchengladbach, 2014), p.26.

Ransome Stanley was born in London in 1953. In 1975 he travelled to Stuttgart to study at the Merz Academy. Of Nigerian-German parentage, Stanley straddles the cultures of Europe and Africa. His work references the traditions and aesthetics of both continents.

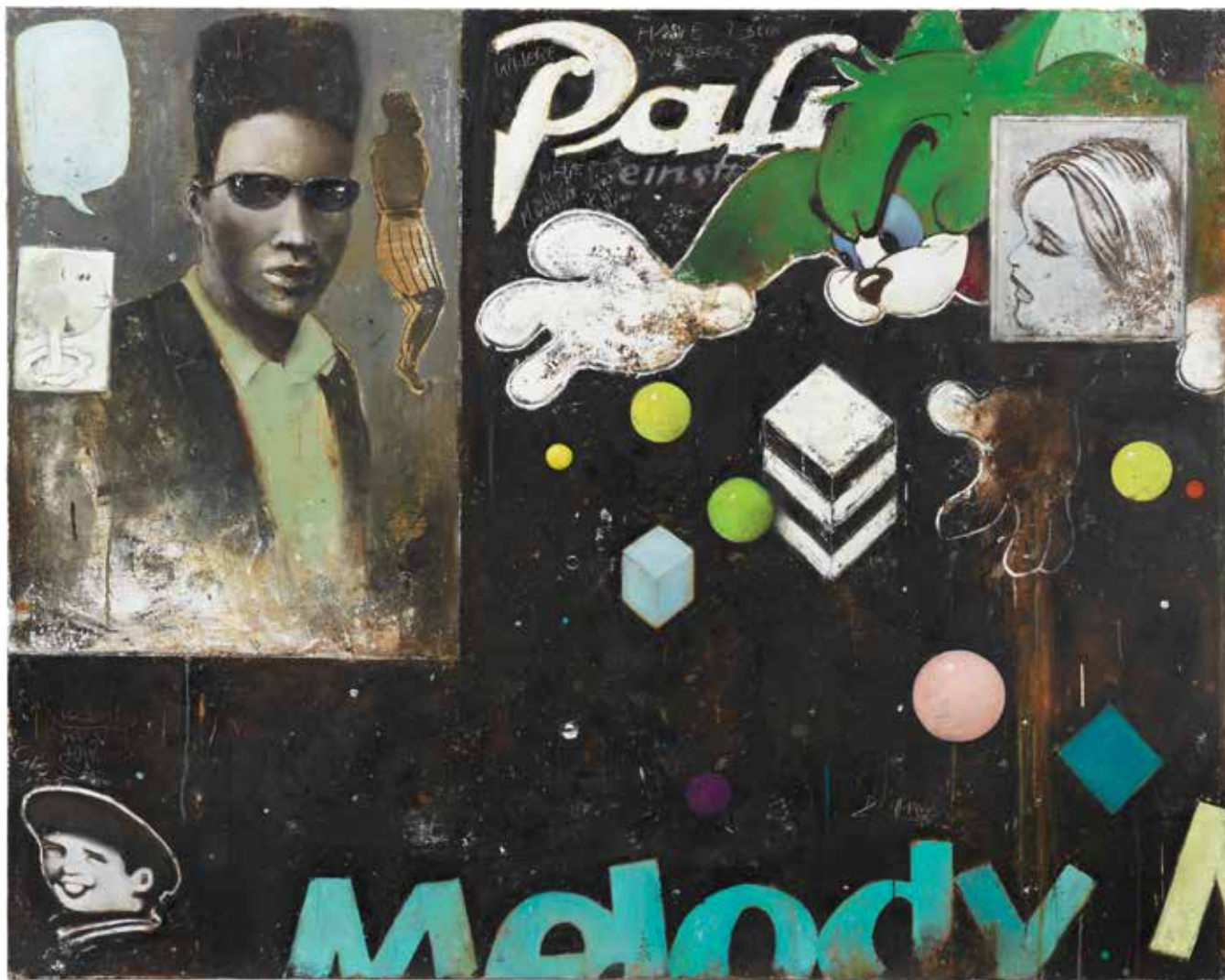
Stanley's artistic versatility is evident in his wide-ranging media: oils, charcoal and collage amongst others. His drawings are executed with a graphic linearity. This simplicity is deceptive however; the compositions are layered so that each element of the narrative occupies a different plane. Stanley describes his creative process thus:

"In my paintings there is no reason to recount a linear plot; rather I utilise the design experience to create complex spaces...The media for me is an archive, from which I select and create through the staging of various image planes and revaluations of thinking contexts."

Each work is a visual palimpsest, borrowing images and symbols from our collective cultural history. References from Western popular culture are given new meaning through their juxtaposition with ancient Nigerian motifs.

Bibliography

O. Enwonwu (ed.), *El Loko, Ransome Stanley, Owusu Ankomah, Manuela Sambo, Godfried Donkor: Having Travelled Far*. (Lagos, 2013) pp.8, 26.





42 *

AIME MPANE
(DEMOCRATIC REPUBLIC OF CONGO, BORN 1968)

'IKONO- JEREMIE'

each signed, inscribed with title, numbered and dated '2014' (verso)
 paint and pigments on hand carved wood

each 32 x 31 x 3cm (12 5/8 x 12 3/16 x 1 3/16in) (12)

£25,000 - 35,000

€35,000 - 49,000

US\$39,000 - 55,000

Provenance

Nomad Gallery, Brussels, Belgium.

Exhibited

Brussels, Nomad Gallery, *KINOCT2011*, October 2011.

Literature

Baseler Zeitung, *Aime Mpane*, 21.6.14.

Nomad Gallery, *Arts 10+2 Aimé Mpane*, (Brussels, 2012) illustrated
 pp.11, 14, 38-39.

Born in Kinshasa, but a long-term resident of Brussels, Mpane maintains a studio in both cities, travelling frequently between the two. The son and grandson of woodcarvers, his main interest is in the colonial and post-colonial relationship between the Congo and Belgium. Mpane takes as his starting point the moment King Leopold II seized control of the 'Congo Free State' in 1884. Leopold held onto power in the Congo using his mercenaries, the 'Force Publique'. Under his regime, it has been estimated that millions of Congolese may have died as a result of his administrative abuses of the country's people and resources. Leopold was eventually forced to relinquish power in 1908 by the Belgian government and place the Congo under civil administration.

The impact of this violent colonisation can still be felt in the city of Kinshasa. Mpane has spoken openly about his sadness at the visible and emotional legacy still seen in his native city. In the current work the artist has carved images of ordinary Kinshasa citizens into plywood. The portraits were most likely a starting point for his later series *Icônes contemporaines* (2012) where he depicted the faces of women he passed on the street and children who crowded his studio.

Mpane has also spoken about the influence of Luba art; his portraits owe much to this ancient tradition of human representation. From July 2013 his installation *Congo: Shadow of the Shadow* (2005) was exhibited at LACMA as part of the exhibition *Shaping Power: Luba Masterworks from the Royal Museum for Central Africa. Twelve portraits* deals with similar issues of post-colonial identity. Mpane celebrates the strength and beauty of the Congolese people, and their resilience in the face of colonial violence. He expressed the intention behind his artworks thus: "I think we must build, not destroy."





Image courtesy of Jack Bell Gallery, London

Aboudia became the focus of international attention as a result of his depictions of violence in his home city of Abidjan. Civil war broke out in 2002, when rebel soldiers seized control of the Muslim-majority north. Violence escalated in the aftermath of the 2011 parliamentary elections when Laurent Gbagbo disputed the victory of his opponent Alassane Ouattara. Thousands of civilians were killed and injured, and hundreds of thousands displaced.

A mural painter and street artist, Aboudia trained at the art college in Bingerville. During the 2011 crisis, Aboudia took refuge in his basement studio where he documented the surrounding violence on large scale canvases that channeled the brutal energy and horrors that were happening above ground. Soldiers with haunted, skull-like faces people these works.

The artist has been compared to both Goya and Basquiat for his ability to fuse despair and anger with vigorous energy. Aboudia himself has commented that he uses “colour to transform sadness into happiness”. The conflict was the central theme of Aboudia’s first solo show with Jack Bell Gallery in London, entitled *War Series* (2011). Four paintings from this exhibition are now in the permanent collection of the Saatchi Gallery. .

However, Aboudia rejects being categorized as a ‘war artist’. He likens his work to ‘Nouchi’, the street-slang of Ivorian youths. Like nouchi, Aboudia’s art started on the street, with “anything I could get my hands on”. His visual language similarly expresses the struggle of living on the margins of society.

The street art of these youths, created with crayons, sand and rocks, express their fears, yearnings and aspirations. Aboudia claims that his work, although now considered ‘high art’, is rooted in this defiant, populist tradition. In adopting their language, the artist offers us a window into these youths’ lives, forcing us to acknowledge their suffering. Aboudia’s preoccupation with the condition of his fellow Ivorians is similar to the well-known activist Ai Weiwei, to whom he dedicated the 2014 work, ‘Homage to Ai Weiwei’.

Since 2011, Aboudia has enjoyed international recognition and success, participating in numerous solo and group exhibitions. At the invitation of the Goethe Institute he attended a conference on the role of art during wartime in South Africa. In 2012, among other Ivorian artists, Aboudia participated in an Abidjan exhibition on the sidelines of the biennale “DAKART” in Senegal.



43 * W

ABOUDIA ABDOULAYE DIARRASSOUBA
(IVORIAN, BORN 1983)

Untitled (2014)

signed and numbered 'ABOUDIA/ 58' (lower left)

acrylic and oil on canvas

158 x 187cm (62 3/16 x 73 5/8in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

TIS Fine Arts Corp, New York, USA.

44 * W

ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)

Untitled (2014)

signed 'ABOUDIA' (lower centre); bears Jack Bell Gallery label with
date (verso)

oil and acrylic on canvas with collage
119.5 x 138.5cm (47 1/16 x 54 1/2in).

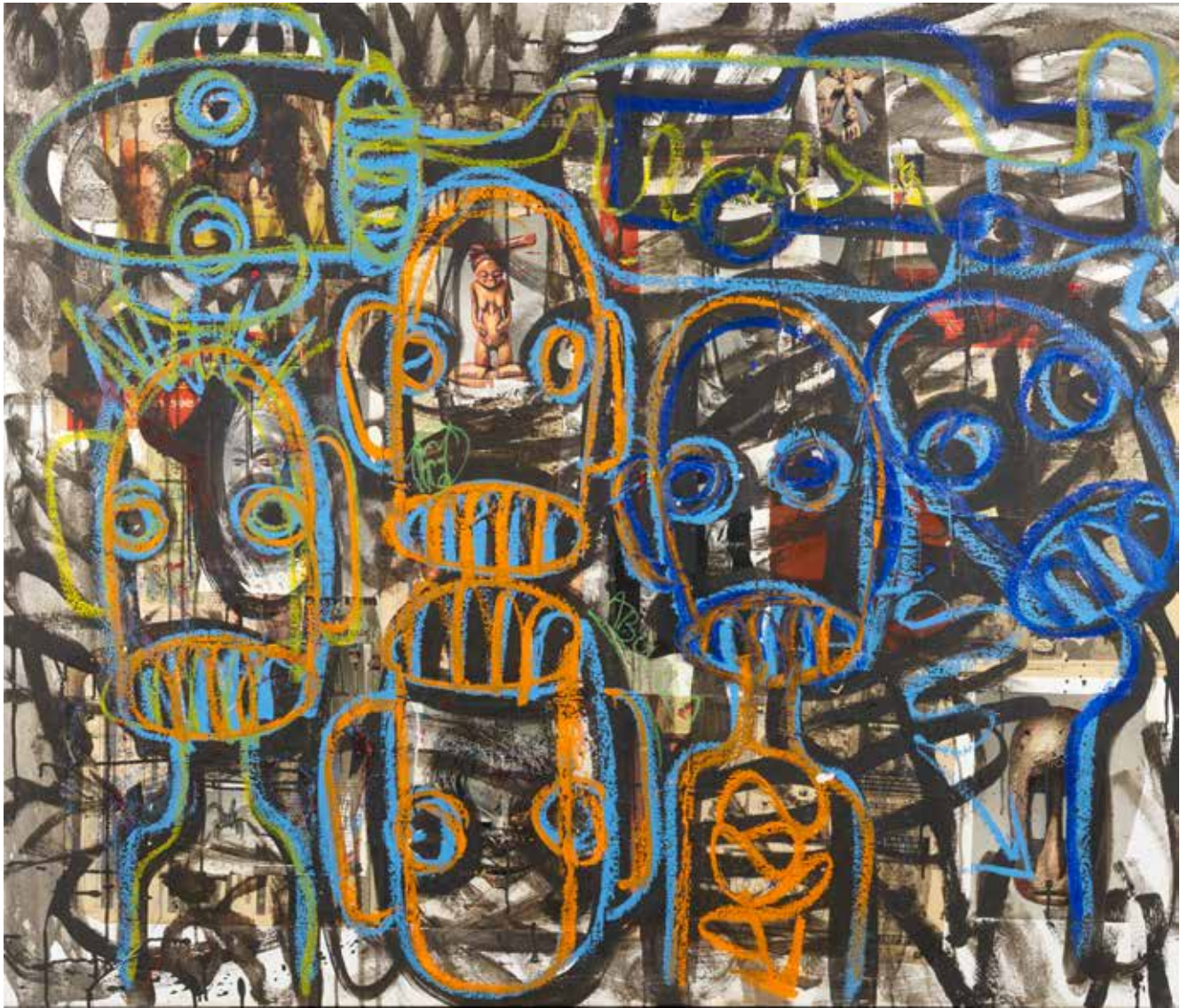
£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 16,000

Provenance

Jack Bell Gallery, London, UK





45 *

ARMAND BOUA (IVORIAN, BORN 1978)

Untitled (2014)

signed 'BOUA' (lower centre); bears Jack Bell Gallery label (verso)

tar and acrylic on cardboard laid to board

sheet size 94.5 x 83.5cm (37 3/16 x 32 7/8in).

£3,500 - 5,500

€4,900 - 7,600

US\$5,500 - 8,600

Provenance

Jack Bell Gallery, London, UK.



46

ARMAND BOUA (IVORIAN, BORN 1978)

Untitled

signed 'BOUA' (lower right)

oil on card laid to canvas

81 x 94cm (31 7/8 x 37in).

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

The streets, and people who inhabit them are the subjects of Armand Boua's portraits. Born in Abidjan in the Ivory Coast in 1978, Boua's work is recognisable for its layered and textured surface - often using materials that are viscous and hard to manage, such as tar and cardboard. The distressed and worn effect is created by each layer being scrubbed, and then stripped back.



Image Courtesy of Jack Bell Gallery, London

47

WILLIAM JOSEPH KENTRIDGE (SOUTH AFRICAN, BORN 1955)

'The Pit'

signed and dated 'W Kentridge '79' (lower right)

monotype

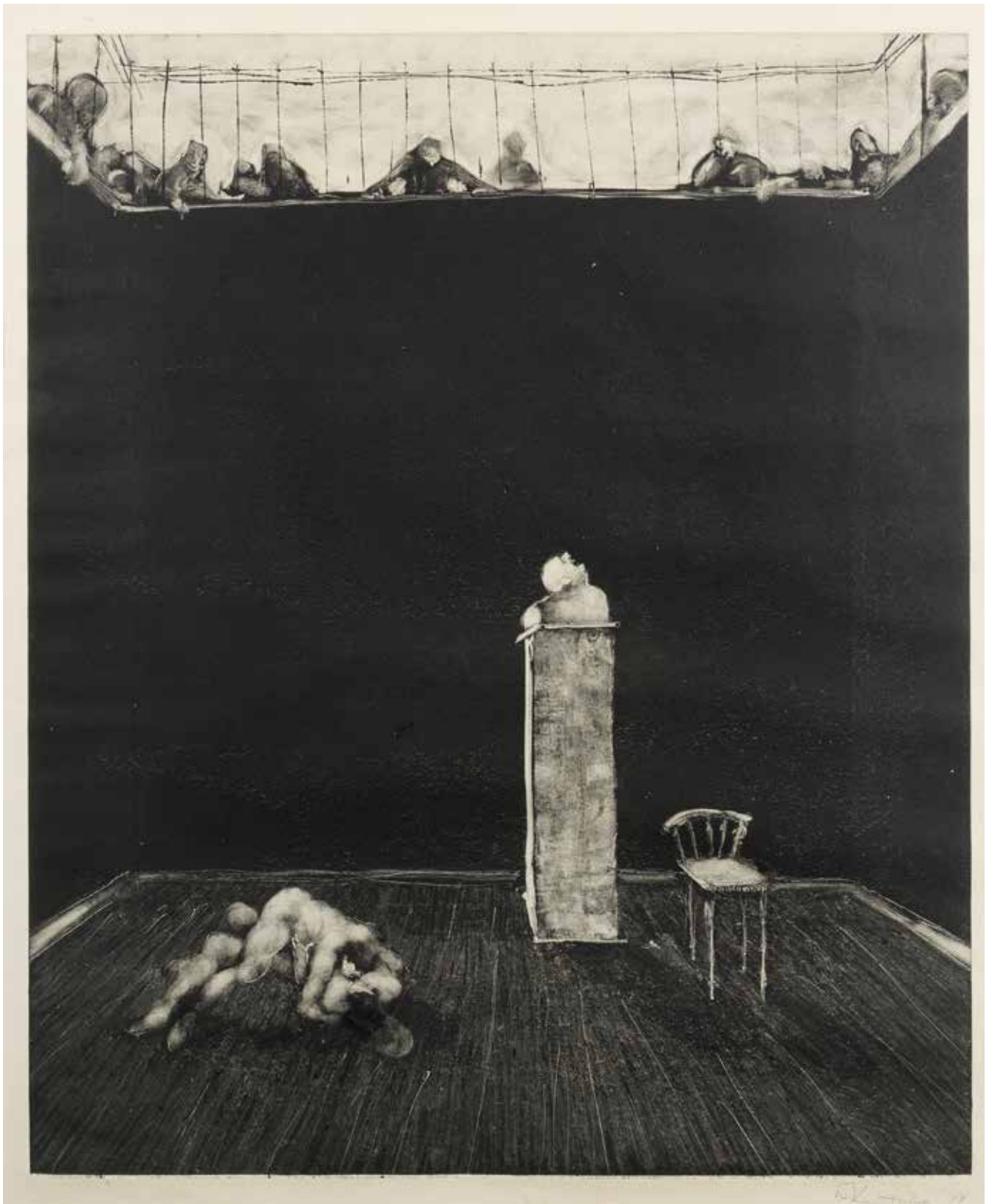
53 x 43.5cm (20 7/8 x 17 1/8in).

£6,000 - 9,000

€8,300 - 13,000

US\$9,400 - 14,000

In the late 1970s, Kentridge's printmaking and drawing was heavily influenced by his interest in the theatre. He experimented with the notions of theatrical representation of space, in which he illustrated the *mise en scène* as a three-walled pit, like a stage. A set of monoprints followed, which soon became known as the 'Pit' series for their depiction of both the literal and metaphorical interpretation of the word, with acts of torture taking place within the physical confines of the theatrical set. The monotypes belonging to this series are considered an extremely important corpus of early Kentridge prints. They were exhibited at the artist's first solo exhibition at The Market Gallery, Johannesburg, in 1979.



48

DEBORAH MARGARET BELL (SOUTH AFRICAN, BORN 1957)

'Charioteer' (2008)

Bronze, ed 1/9

121 x 41 x 33cm (47 5/8 x 16 1/8 x 13in)

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 47,000

Provenance

The Goodman Gallery, Cape Town.

A private collection.

Exhibited

Cape Town, Goodman Gallery, *Deborah Bell: Flux*, 24 January 2009

- 21 February 2009.





Deborah Bell is a leading South African painter, sculptor and printmaker. She was born in Johannesburg in 1957 and received her Masters degree in Fine Art at the University of the Witwatersrand. Bell has collaborated with Robert Hodgins and William Kentridge on numerous projects such as *Hogarth in Johannesburg* (1987-8), *Memo* (1994) and *UBU 101* (1997).

The present lot continues the artist's fascination with classical mythology and its archetypes. *Charioteer* draws on what philosopher and post-colonial theorist Achille Mbembe has referred to as 'a multiplicity of universes', which include the history of figurative art in Benin, Egypt, China and Babylonia, amongst other sources. Bell's interests range from the historical development of spiritual imagery and iconography, to writings on transubstantiation and socio-cultural change.

The artist's studies from museum collections serve as her primary research into visual history, culminating in works which range between illusion and reality, seeking to bridge visible and invisible worlds of the artefacts she studies. The artist likens her own experiences in creating artworks to alchemy: extracting the precious from the base, the intangible from the solid, and the desire to conjure magic from the tangible.

Bell often cites "The Songlines" by Bruce Chatwin as an inspiration, with its evocation of a pre-lingual experience of the world, as encountered by the protagonist on his travels. Revisiting many ancient cultures that communicated through images rather than word, Bell's multi-layered imagery suggests this visual language as the shared and common ancestry of the world.

Charioteer explores the notion of journeying. The charioteer is the archetypal 'rider' or guide, leading us both in a physical and spiritual sense. Of particular attention in the current work is the symbolism of the chariot ride as a journey that involves 'carrying' a human load, an act that is increasingly infrequent in the modern mechanised world. Bell poses the question: what does it mean to have a human burden, to be responsible for another individual? This issue is of particular relevance in light of the recent violations of immigrants' human rights.

The present lot was first cast as part of an edition of 9 between 2008 - 2009, for Bell's solo exhibition *Flux* at Goodman Gallery in Cape Town. Reflecting on her decision to cast her large scale sculpture in editions of 9, Bell commented:

"Nine is the trinities of trinities, a complete image of three worlds: Underworld, Heaven, Earth Mind, Body and Soul Father, Son and Holy Spirit."

Large scale sculptures dominate the artist's recent output. *Charioteer* follows a similar series of 9 titled *Sentinels* (2003). On their display, it was commented that the elongated clay and cement figures possessed a 'provocative sort of trans historical referencing'. Their "African" features are fused with solemn Gothic elements.

The symbol of the chariot is significant to many cultures. Bell's figure is simultaneously Celt, Roman, Greek; a Classical deity and an Egyptian Pharaoh.

We are grateful to Neil Dundas for his assistance cataloguing this lot.

Bibliography

P. Stein, *Deborah Bell*, (Johannesburg, 2004).



Images courtesy of Everard Read Gallery, Cape Town

49

DAVID GOLDBLATT (SOUTH AFRICAN, BORN 1930)

'Pondo peasant woman, Coffee Bay, 1975'

signed and dated in ink 'David Goldblatt 1975' (to margin) and
inscribed in ink 'Pondo peasant woman. Coffee Bay. 1975' (verso)

gelatin silver print

25 x 25cm (9 13/16 x 9 13/16in). (image size)

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

Literature

David Goldblatt, *Thirty-five years of photographs*, exhibition
catalogue, April 1983 to January 1984, South African National
Gallery, Cape Town, illustrated plate 120.

David Goldblatt & Nadine Gordimer, *Lifetimes under Apartheid*
(London, 1986), illustrated p.25.



David Goldblatt 1975.



50

DAVID GOLDBLATT (SOUTH AFRICAN, BORN 1930)

'Grandmother and child, Transkei, 1975' and 'Woman at a trading store, Bomvanaland, Transkei, April 1975'

one signed and dated in ink 'David Goldblatt 1975' (to margin) and inscribed in ink 'Grandmother and child, Transkei, 1975' (verso); the other signed and dated in pencil 'David Goldblatt 1975' (verso) gelatin silver prints

one 25 x 25cm (9 13/16 x 9 13/16in); the other 18 x 18cm (7 1/16 x 7 1/16in) (image sizes)

(2)

£4,000 - 6,000

€5,600 - 8,300

US\$6,300 - 9,400

Literature

David Goldblatt, *Thirty-five years of photographs*, exhibition catalogue, April 1983 to January 1984, South African National Gallery, Cape Town, illustrated plates 135 & 137.

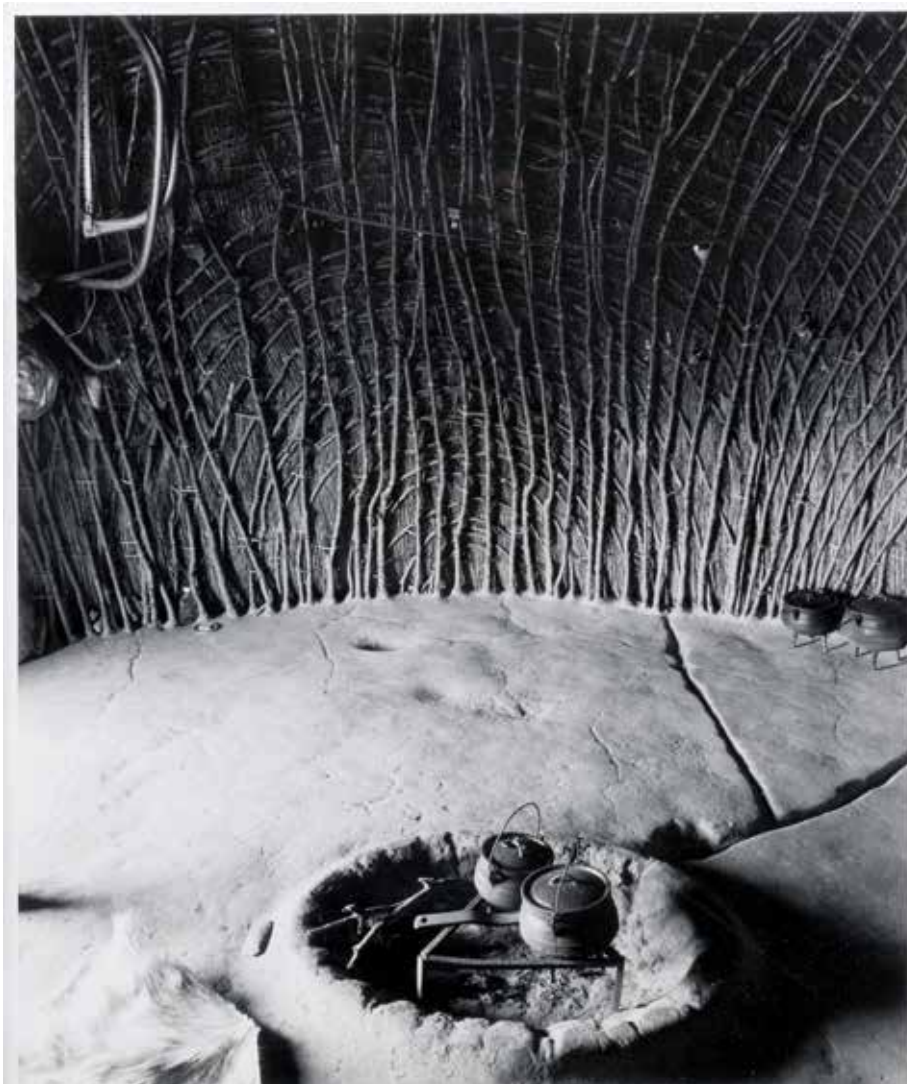
David Goldblatt, *Particulars*, Goodman Gallery Editions, (Johannesburg, 2003), illustrated.

David Goldblatt & Nadine Gordimer, *Lifetimes under Apartheid*, (London, 1986), 'Grandmother and child' illustrated p.29.

David Goldblatt, *Photographs*, Contrasto, Rome, 2006, for exhibitions in Arles 2006, Winterthur 2007, Milan 2007, 'Grandmother and child' illustrated p.77.

Els Barents & Sean O'Toole, *Apartheid & After*, Huis Marseille, Museum for Photography, (Amsterdam, 2014), illustrated pp.21-22.





51

DAVID GOLDBLATT (SOUTH AFRICAN, BORN 1930)

Four photographs from the series *South Africa: The structure of things then*

'Mildred Nene's home, KwaCeza, KwaZulu, 1989'

'Umgungundlovu Natal'

'Near Phuthaditjhaba, Qwa Qwa (a widow's home), 1989'

'Stairway to a storeroom, Meerlust wine farm. Near Stellenbosch, Cape. 24 November 1990'

all signed in pencil 'David Goldblatt' and inscribed with titles (verso) gelatin silver prints

34.5 x 27.5cm (13 9/16 x 10 13/16in); 28.5 x 35.5cm (11 1/4 x 14in); 27.5 x 34.5cm (10 13/16 x 13 9/16in) (2) (image sizes)

(4)

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

Literature

David Goldblatt, *South Africa: The structure of things then*, (Cape Town, 1998), all illustrated.

David Goldblatt, *Kith, Kin & Khaya, South African photographs*, Goodman Gallery, 2010, published for the exhibition *South African Photographs*, The Jewish Museum, New York (2 May - 19 September 2010); and *Kith, Kin & Khaya*, South African Jewish Museum, Cape Town (31 October 2010 - 11 February 2011), 'Mildred Nene's home, KwaCeza, KwaZulu, 1989' and 'Near Phuthaditjhaba, Qwa Qwa (a widow's home), 1989' illustrated pp.84-87.

J.M. Coetzee, C. Diserens, O. Enwezor, M. Godby, N. Gordimer, C. Killip & I. Vladislavic, *Fifty-one years David Goldblatt*, Museu d'Art Contemporani de Barcelona, 2001, 'Stairway to a storeroom, Meerlust' and 'Umgungundlovu Natal' illustrated p.298 & p.324.

Els Barents, Sean O'Toole, *Apartheid & After*, Huis Marseille, Museum for Photography, (Amsterdam, 2014), 'Mildred Nene's home' and 'Stairway to a storeroom, Meerlust' illustrated p.194 & p.198.

On the home of Mildred Nene, Barents and O'Toole explain:

"Nene lived here with two unmarried daughters and six grandchildren. The three women built this beehive dwelling in two months from wood and grass which they collected from miles around. At 59 Nene did not qualify for a pension. Sometimes one of her seven children or the father of one of her grandchildren would send money. There was no other income in the household."

uMgungundlovu, meaning 'the place of the elephant' in Zulu, was the royal capital of the Zulu king Dingane, and was destroyed after his defeat by the Boers in 1838. It is shown here under excavation and reconstruction by archaeologists at Dinganestad, Natal, on 1 August 1989. The exposed floor of a beehive dwelling is visible in the foreground under the documentation grid, while reconstructions of others can be seen in the background.



On *Near Phuthaditjhaba, Qwa Qwa (a widow's home)* the artist comments: "She was frightened of the police and would say very little. She had worked with her husband on farms in the Free State until he had died and she was told to 'go'. Now she had settled in Qwa Qwa where she had built this house herself. It was the tenth house she had built in her lifetime."



The ornate stairway in *Stairway to a storeroom, Meerlust* was most likely sculpted by slaves around 1781. Barents and O'Toole comment, "like the Cape Dutch gable over the main house, [this] was an act of conspicuous consumption symbolic of the fecundity and fertility of home and farm by their owner, Johannes Albertus Myburgh".

Others of this edition of 10 are in the permanent collections of the Museum of Modern Art in New York and the Tate in London.



52 * W

PIETER HUGO (SOUTH AFRICAN, BORN 1976)

'Alhaji Hassan with Ajasco' (2007)

edition 4/5 + 2AP

digital C print

172.6 x 172.6cm (67 15/16 x 67 15/16in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 47,000

Provenance

Yossi Milo Gallery, New York NY, USA

Exhibited

New York, Yossi Milo Gallery, *Pieter Hugo: The Hyena and Other Men*, November 2007 - January 2008.

In 2005 Hugo travelled to a shantytown outside of Abuja to follow and photograph the infamous *Gadawan Kura* (Hyena handlers). He had become fascinated by the men from an image on a friend's mobile phone. In his own words, he found:

"...a group of men, a little girl, three hyenas, four monkeys and a few rock pythons. It turned out that they were a group of itinerant minstrels, performers who used animals to entertain crowds and sell traditional medicines. The animal handlers were all related to each other and were practicing a tradition passed down from generation to generation. I spent eight days travelling with them." (artist monograph, 2009)

Initially introduced by Adetokunbo Abiola – a local journalist – Hugo returned the shoot the group further in 2007. The result from both trips are the series '*The Hyena and Other Men*' I (2005) & II (2005-2007). Both are a series of portraits of the *Gadawan Kura* with their animals.

The group pertain to being the only troupe able to domesticate such wild animals, the techniques being passed down from father to son. However the sparse, derelict and marginal setting of Hugo's photos dismiss any romantic Western stereotypes of African animal rearing. The group exist on the periphery of cities and society, captive by their own poverty, much like the animals they use for gain. Hugo comments on the reaction of European viewers, that they "invariably only ask about the welfare of the animals but this question misses the point. Instead, perhaps, we could ask why these performers need to catch wild animals to make a living."

'*Alhaji Hassan with Ajasco*' is a portrait of one of the group's four baboons and his handler. Baboons are known to have great physical power, and will often battle other males for domination of their group. Although omnivores, baboons have a destructive reputation in Africa, they often destroy crops for food as well as eat sheep and other medium sized mammals such as antelope. However, they also hold an entertaining role within the 'act'. When the group enter a new city and set up for a day, the baboons start by somersaulting through the crowds, jumping on the backs of motorcycles. They shake people's hands, and as one baboon handler describes "Naira notes start flying here and there".

The thick collars and chains around Ajasco betray this air of amusing companionship between him and Alhaji, and is a motif throughout the entire series. The harness serves as a reminder that these animals are not usually chosen for domestication, Abiola recalls seeing the multitude of scars and scratches on the handler's faces. The animals in this series all have an air of physical violence underlying their pageantry, which is the reason these men are both seen as 'itinerant minstrels' and cruel enforcers; 'fear is rendered from the possibility of barely suppressed animal violence erupting'.

"The spectacles caused by this group walking down busy market streets was overwhelming. I tried photographing this but failed perhaps because I wasn't interested in their performances I realised that what I found fascinating was the hybridisation of the urban and wild, and the paradoxical relationship that the handlers have with their animals – sometimes doting and affectionate, sometimes brutal and cruel. I started looking for situations where these contrasting elements became apparent. I decided to concentrate on portraits. I would go for a walk with one of the performers, often just in the city streets, and, if an opportunity presented itself, take a photograph." (artist monograph, 2009)

The current photograph was taken on Hugo's second trip with the group, in 2007. Hugo recalls that the existing relationship between himself and the handlers meant that they were far more comfortable being photographed for a second time. The confident pose of Alhaji, holding his knife aloft, atop a pile of scraps exudes enjoyment with the camera, and an understanding of himself as the spectacle.

Bibliography

E. Curtis, 'Beyonce, Pieter Hugo and The Hyena Men' in *The New Yorker*, (7 June, 2011).

W. Smith, 'The Hyena and Other Men' in *Museo Magazine*, (www.museomagazine.com, 2008)

O. Enwenzor (ed.), *Contemporary African Photography from the Walther Collection: Event of the Self Portraiture and Social Identity*, (Steidl, 2010) pp. 371- 372.



JANE ALEXANDER (SOUTH AFRICAN, BORN 1959)

'Harbinger in correctional uniform, lost march'

inscribed with title, numbered 49/60, dated '2007' and signed
(verso)

pigment inks on archival cotton rag paper

46 x 56cm (18 1/8 x 22 1/16in). (image size)

unframed

£3,000 - 5,000

€4,200 - 6,900

US\$4,700 - 7,800

Born in Johannesburg, Jane Alexander works primarily in sculpture, installation and photomontage. Her figures are characterised by ambiguity; neither one thing nor the other, they are in a constant state of mutation. Her best-known work, *Butcher Boys* in the collection of the South African National Gallery, tackles the history of apartheid and the politics of so called 'integration'. The boys' features are an amalgamation of the human and bestial. The sculpture is an uncomfortable reminder of our tendencies towards violence and oppression.

The figure of the 'Harbinger' is a recurring motif within Alexander's oeuvre. The harbinger is a messenger, a portent of things to come. He is monstrous and grotesque, but simultaneously fascinating. Our fears for the future are balanced by an equally powerful curiosity. An edition of the current photomontage was part of Alexander's exhibition *Surveys (from the Cape of Good Hope)*, organised by the Museum of African Art in New York. Alexander created an installation of multiple sculptures, featuring a life-sized fibre-glass harbinger. The sculpture was adorned with the same green overcoat and skull helmet that he wears in the present lot; here too he was depicted skirting around a high wire fence on his walking sticks.

Holland Cotter writes of the artist's sculptures: "They aren't saints or angels, though some, in their odd way, do look angelic. They're more closely related to the marginal creatures carved on high corbels and capitals in medieval churches: half-hidden, half-human, half-bestial things, refugees from the subconscious, defectors from dreams, staking claim to turf in the spiritual realm."

Bibliography

P. Savage (ed.), *Making Art in Africa 1960 – 2010*, (Surrey and Burlington, 2014).



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The corporate art collection of Afren PLC will be sold by order of the administrators. This fine collection of modern African art comprises one hundred paintings and sculpture by artists such as Ablade Glover, Muraina Oyelami, Kolade Oshinowo, Alex Nwokolo, Tola Wewe and others, many of which will be offered without reserve.

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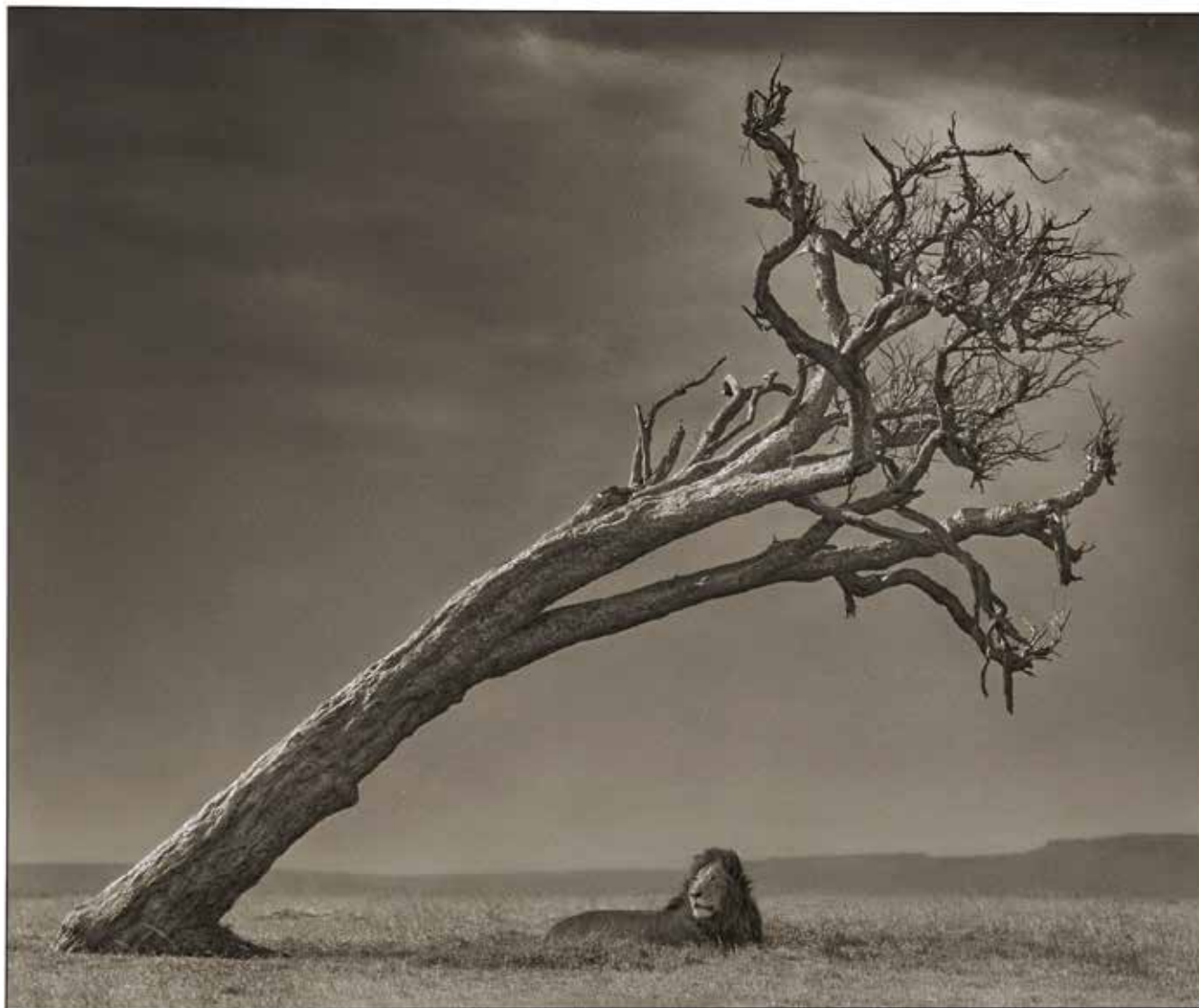
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Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into 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 your *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

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;

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;

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;

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.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any *Sale*; a 2% surcharge will be made on the balance over £100,000.

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 licensing 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 Licensing
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.
- Ⓢ 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*, it's fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

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> ,	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.
8.1.3	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> ;	10.6	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.
8.1.4	to remove and store the <i>Lot</i> at your expense;	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.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	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.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;			10.9	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.
8.1.7	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;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
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;			10.11	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> .
8.1.9	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			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.
8.1.10	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.	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.		
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
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.	10.1	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.
		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		
7.1	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>):	7.3	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.
7.1.1	to terminate this agreement immediately for your breach of contract;	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.
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
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	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
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	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:
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;	8.1.1	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
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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
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;	8.2	The discretion referred to in paragraph 8.1:
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> .	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
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.	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.
		9	FORGERIES
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <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> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		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
		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.
		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> .
		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> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		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> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <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> .
		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:
		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
		10.2.2	changes in atmospheric pressure; nor will we be liable for:
		10.2.3	damage to tension stringed musical instruments; or
		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <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.

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 <i>Website</i> 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.”

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Aboriginal Art

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Antiquities

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Antique Arms & Armour

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Australian Art

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Entertainment Memorabilia

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Furniture & Works of Art

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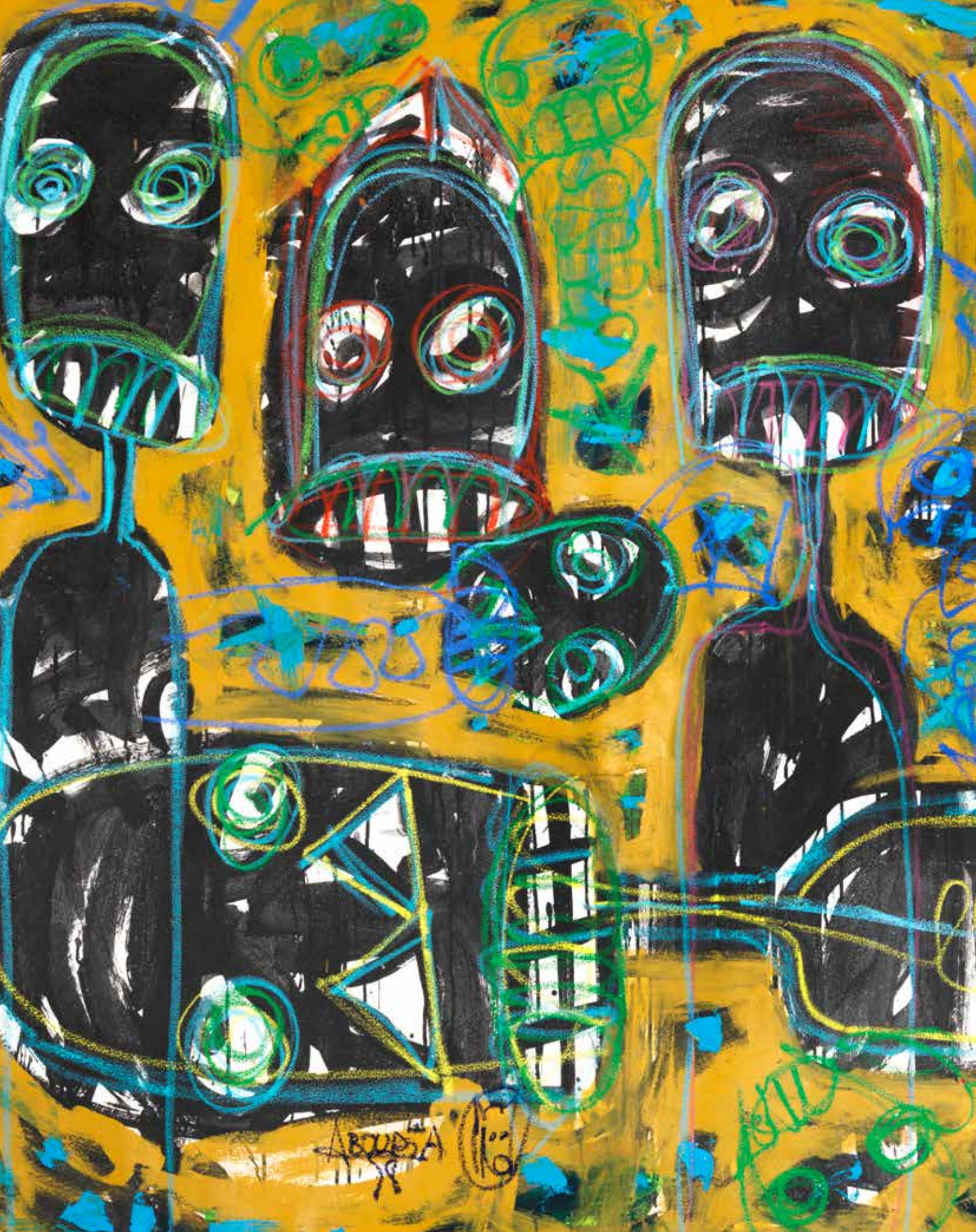
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